

A G E N D A

A regular meeting of the Mayor and City Council of the City of Waxahachie, Texas to be held in the Council Chamber at City Hall, 401 S. Rogers on ***Monday, March 2, 2020 at 7:00 p.m.***

Council Members: David Hill, Mayor
Mary Lou Shipley, Mayor Pro Tem
Chuck Beatty, Councilmember
Kevin Strength, Councilmember
Melissa Olson, Councilmember

1. Call to Order
2. Invocation
3. Pledge of Allegiance and Texas Pledge of Allegiance
4. ***Public Comments:*** Persons may address the City Council on any issues. This is the appropriate time for citizens to address the Council on any concern whether on this agenda or not. In accordance with the State of Texas Open Meetings Act, the Council may not comment or deliberate such statements during this period, except as authorized by Section 551.042, Texas Government Code.

5. ***Consent Agenda***

All matters listed under Item 5, Consent Agenda, are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. Approval of the Consent Agenda authorizes the Mayor/City Manager to execute all matters necessary to implement each item. Any item may be removed from the Consent Agenda for separate discussion and consideration by any member of the City Council.

- a. Minutes of the City Council meeting of February 17, 2020
 - b. Minutes of the City Council briefing of February 17, 2020
 - c. Civil Service Commission Appointment – Reverend Samuel Baker
 - d. Event application for 1st Annual Project Graduation Tunes and Trucks to be held April 25, 2020
6. ***Introduce*** Honorary Councilmember
7. ***Consider*** City of Waxahachie Annual Financial Report for year ended September 30, 2019
8. ***Consider*** a request by Jimmy Pogue, Stadia Land Surveying, for a Replat of North ½ of Lot 13 and 14 of Strickland Addition to create Lot 13R, Strickland Addition, 0.126 acres (Property ID 175891) – Owner: Martin Texas Properties (RP-19-0146)
9. ***Consider*** amendment to Mid-Way Regional Airport Rules and Regulations and Minimum Standards and Requirements
10. ***Consider*** bid award for South Downtown Parking
11. ***Consider*** Budget Amendment for Parks Department

12. Comments by Mayor, City Council, City Attorney and City Manager
13. Adjourn

The City Council reserves the right to go into Executive Session on any posted item.

This meeting location is wheelchair-accessible. Parking for mobility-impaired persons is available. Any request for sign interpretive services must be made forty-eight hours ahead of the meeting. To make arrangements, call the City Secretary at 469-309-4005 or (TDD) 1-800-RELAY TX

City Council
February 17, 2020

(5a)

A regular meeting of the Mayor and City Council of the City of Waxahachie, Texas was held in the Council Chamber at City Hall, 401 S. Rogers on Monday, February 17, 2020 at 7:00 p.m.

Councilmembers Present: David Hill, Mayor
Mary Lou Shipley, Mayor Pro Tem
Chuck Beatty, Councilmember
Kevin Strength, Councilmember
Melissa Olson, Councilmember

Others Present: Albert Lawrence, Assistant City Manager
Tommy Ludwig, Assistant City Manager
Robert Brown, City Attorney
Amber Villarreal, Assistant City Secretary

1. Call to Order

Mayor David Hill called the meeting to order.

2. Invocation

3. Pledge of Allegiance and Texas Pledge of Allegiance

Assistant City Manager Tommy Ludwig gave the invocation and led the Pledge of Allegiance and the Texas Pledge of Allegiance.

4. Public Comments

Mr. Kevin Ivey, 1980 E. Highland Road, Waxahachie, asked council to consider aligning with the general elections and join with the school district to increase voter turnout.

5. Consent Agenda

- a. Minutes of the City Council meeting of February 3, 2020
- b. Minutes of the City Council briefing of February 3, 2020
- c. Minutes of the City Council work session of February 3, 2020
- d. Waxahachie Police Department Racial Profiling Report for 2019
- e. Consider Tax Increment Reinvestment Zone #1 recommended projects
- f. Consider 2020 Junk in the Trunk Events
- g. Event Application for WAXAJAM 2020 to be held October 10, 2020

Action:

Mayor Pro Tem Mary Lou Shipley moved to approve items a. through g. on the Consent Agenda. Councilmember Chuck Beatty seconded, the vote was as follows: Ayes: David Hill, Mary Lou Shipley, Chuck Beatty, and Kevin Strength. Noes: Melissa Olson.

The motion carried.

6. Introduce Honorary Councilmember

(5a)

Councilmember Chuck Beatty introduced Monti Woodley as the Honorary Councilmember for the month of February 2020. Ms. Woodley is a Senior at Waxahachie High School and maintains a 5.6 GPA, which places her in the Top 12 students of her graduating class.

In addition to her academic success in the classroom, she continues to keep a high level of involvement in various organizations on campus. This includes, but is not limited to, Theatre, Interact Club, Broadcast Media Team, National Honor Society, and Student Council. Her leadership within the school includes being President of the Theatre Department, Secretary of the Interact Club, as well as a member of the Executive Board for Broadcast Media. Monti has had three lead roles, in which she was recently nominated for Best Featured Performer by Dallas Summer Musicals.

Ms. Woodley is involved in volunteer work throughout her community including her commitment to the Mentor Program at Dunaway Elementary and her help in Bethlehem Revisited. In addition, she has traveled on four mission trips within her high school years. She will be attending the University of Texas at Austin in the fall to study Psychology, which she will use to become an adolescent therapist. In fact, this past December, she received a full-ride scholarship directly from UT to aid her financially in her pursuit of higher education.

Lastly, in her free time she loves to create art, her favorite being earrings! Yet her most favorite thing is spending time with her friends and supporting her friends in band and theatre by attending their performances.

7. **Continue Public Hearing on a request by Michael Martin, Bannister Engineering, for a Zoning Change from a Light Industrial-1 and Heavy Industrial to Planned Development-General Retail and Planned Development-Multi Family-2, with Concept Plan, located SW of Butcher Road at N Highway 77 (Property ID 189377, 189370, and 239005) - Owner: DMJ Properties LTD, Saldena Properties LP, and Citizens National Bank in Waxahachie (PD-19-0175)**

Mayor Hill continued the Public Hearing and announced the applicant requested to continue PD-19-0175 to the March 16, 2020 City Council meeting.

8. **Consider proposed Ordinance approving PD-19-0175**

Action:

Mayor Pro Tem Mary Lou Shipley moved to continue the Public Hearing on a request by Michael Martin, Bannister Engineering, for a Zoning Change from a Light Industrial-1 and Heavy Industrial to Planned Development-General Retail and Planned Development-Multi Family-2, with Concept Plan, located SW of Butcher Road at N Highway 77 (Property ID 189377, 189370, and 239005) - Owner: DMJ Properties LTD, Saldena Properties LP, and Citizens National Bank in Waxahachie (PD-19-0175) to the March 16, 2020 City Council meeting. Councilmember Melissa Olson seconded, All Ayes.

9. **Public Hearing on a request by Karl J. Goss for a Specific Use Permit (SUP) for Furniture Manufacture and Refinishing Shop use within a Central Area zoning district located at 103 N. Jackson (Property ID 170410) – Owner: Goscon LLC (ZDC-000001-2020)**

(5a)

Mayor Hill announced the applicant requested to withdraw ZDC-000001-2020.

10. Consider proposed Ordinance approving ZDC-000001-2020

No action taken.

11. Consider request by Leslie Porterfield for a Replat of Tract 3, Allen Family Estates, to create Tracts 3A and 3B, Allen Family Estates, 4.833 acres (Property ID 147329) in the Extra Territorial Jurisdiction – Owner: Leslie Porterfield (RP-19-0168)

Planning Director Shon Brooks presented RP-19-0168 and reviewed the following staff comment:

1. Staff is recommending disapproval for this replat because of a failure to dedicate the necessary ROW for Patrick Rd per *Sec. 3.1.c.6(a) Dedication of Right-of-Way and Road Improvements* of the Waxahachie Subdivision Ordinance.

Ms. Leslie Porterfield, 2421 Patrick Road, requested a variance to the Waxahachie Subdivision Ordinance requiring the dedication of Right-of-Way. She noted the additional ten feet required would encroach on the house. She explained there is a financial hardship and noted the neighboring properties do not have the Right-of-Way easements.

Action:

Mayor Pro Tem Mary Lou Shipley moved to deny a request by Leslie Porterfield for a Replat of Tract 3, Allen Family Estates, to create Tracts 3A and 3B, Allen Family Estates, 4.833 acres (Property ID 147329) in the Extra Territorial Jurisdiction – Owner: Leslie Porterfield (RP-19-0168). Councilmember Chuck Beatty seconded, the vote was as follows: Ayes: David Hill, Mary Lou Shipley, and Chuck Beatty. Noes: Kevin Strength and Melissa Olson.

The motion carried.

12. Public Hearing on a request by Clay Cristy, Claymoore Engineering, for a Specific Use Permit (SUP) for Drive Through Establishment use within a Light Industrial-1 zoning district located on a portion of land at the SW corner of FM 66 and Interstate 35E (being a portion of Property ID 174460) – Owner: DML Land LLC (ZDC-000004-2020)

Mayor Hill opened the Public Hearing.

Mr. Brooks presented ZDC-000004-2020 noting the applicant is requesting to construct a Drive Through Establishment (McDonald's) on 1.43 acres and the applicant has addressed all comments made by staff. Staff recommended approval for the drive-through Specific Use Permit as presented.

Mr. Brooks explained the applicant is also requesting a Pole Sign for the property and the plan submitted does not specify a height. Staff requested council deny the Pole Sign due to Waxahachie Zoning Ordinance, Article 5, Section 8 (5.08) that specifies that "pole and pylon signs are only allowed on Interstate 35E and U. S. Highway 287 bypass."

(5A)

There being no others to speak for or against ZDC-000004-2020, Mayor Hill closed the Public Hearing.

Mr. Clay Cristy, Claymoore Engineering, requested approval of the project and asked council to consider allowing a Pole Sign on the property.

Mayor Pro Tem Mary Lou Shipley asked what the requested height is for the sign and Mr. Cristy noted they would like a 100 foot sign but are willing to discuss with Council other options.

Mr. Ludwig noted Council could approve the Specific Use Permit for the drive-through and have the applicant bring back a detailed site plan for the sign.

13. Consider proposed Ordinance approving ZDC-000004-2020

ORDINANCE NO. 3177

AN ORDINANCE AUTHORIZING A SPECIFIC USE PERMIT (SUP) TO PERMIT A DRIVE THROUGH ESTABLISHMENT USE WITHIN A LIGHT INDUSTRIAL-1 (LI1) ZONING DISTRICT, LOCATED AT THE SOUTHWEST CORNER OF FM 66 AND INTERSTATE 35E, BEING PROPERTY ID 174460, IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, BEING TRACT 2R 2 OF THE INTERSTATE INDUSTRIAL PARK-REV ADDITION, AND ORDERING THE CHANGING OF THE ZONING MAP THEREOF IN ACCORDANCE WITH SAID CHANGE.

Action:

Councilmember Kevin Strength moved to approve Ordinance No. 3177 and removing the approval of the Pole Sign. The applicant must submit a detailed site plan for approval at a later date for approval. Councilmember Melissa Olson seconded, the vote was as follows: Ayes: David Hill, Chuck Beatty, Kevin Strength, and Melissa Olson. Noes: Mary Lou Shipley.

The motion carried.

14. Consider a resolution repealing and replacing Resolution Number 1170, and establishing the Planning and Zoning Commission, a City Council Member, and three Ad Hoc Board and Commission Members as the City's Impact Fee Capital Improvements Advisory Committee

Mr. Ludwig explained the proposed resolution would repeal and replace the current Impact Fee resolution, which establishes the membership of the Impact Fee Capital Improvements Advisory Committee (IFCIAC). The proposed resolution would make the Planning and Zoning Commission, a City Council Member, and three Ad Hoc Board and Commission Members, one of which must reside in the City's extraterritorial jurisdiction, as the new IFCIAC. Mr. Ludwig reviewed the Council's recommendation for the Ad Hoc Board and Commission members and noted they could amend the proposed resolution to include four Ad Hoc members if that is their preference.

RESOLUTION NO. 1281

(5a)

A RESOLUTION OF THE CITY OF WAXAHACHIE, TEXAS, REPEALING AND REPLACING RESOLUTION 1170 AND APPOINTING AN IMPACT FEE CAPITAL IMPROVEMENTS ADVISORY COMMITTEE, TO CONSIST OF THE CITY'S PLANNING AND ZONING COMMISSION, THE CITY COUNCIL MEMBER, TOGETHER WITH FOUR AD HOC BOARD AND COMMISSION MEMBERS FOR PURPOSES OF HEARING SEMIANNUAL REPORTS ON CAPITAL IMPROVEMENT PROJECTS, IMPACT FEE REVENUE AND EXPENDITURES, AND ADVISING THE CITY COUNCIL ON UPDATES TO THE CITY'S IMPACT FEE PROGRAM FOR WATER, WASTEWATER, AND ROADWAYS; AND PROVIDING FOR AN EFFECTIVE DATE.

Action:

Councilmember Kevin Strength moved to approve Resolution No. 1281 with the amendment to include four Ad Hoc Board and Commission members instead of three as proposed. Mayor Pro Tem Mary Lou Shipley seconded, All Ayes.

- 15. Consider appointment of three Ad Hoc Board and Commission Members and a City Council Member to serve on the City's Impact Fee Capital Improvement Advisory Committee**

Action:

Councilmember Kevin Strength moved to appoint Brett Hess, Clyde Hargrove, John Houston, and Jimmy Poarch as the Ad Hoc Board and Commission members and Mayor Pro Tem Mary Lou Shipley as the Council Member to serve on the City's Impact Fee Capital Improvement Advisory Committee. Councilmember Melissa Olson seconded, All Ayes.

- 16. Comments by Mayor, City Council, City Attorney and City Manager**

Communications and Marketing Director Amy Borders noted the Mardi Gras celebration would be held February 21-22, 2020 in downtown Waxahachie.

Councilmember Chuck Beatty thanked Ms. Woodley for her participation as Honorary Councilmember.

Councilmember Melissa Olson asked for continued prayers for City Secretary Lori Cartwright.

City Attorney Robert Brown thanked Ms. Woodley for her attendance and echoed the prayers for Ms. Cartwright.

Mayor David Hill thanked Ms. Woodley for her attendance and thanked first responders for keeping the community safe.

- 17. Adjourn**

There being no further business, the meeting adjourned at 7:29 p.m.

Respectfully submitted,

Amber Villarreal, Assistant City Secretary

A briefing session of the Mayor and City Council of the City of Waxahachie, Texas was held in the City Council Conference Room at City Hall, 401 S. Rogers, Waxahachie, Texas, on Monday, February 17, 2020 at 6:30 p.m.

Councilmembers Present: David Hill, Mayor
Mary Lou Shipley, Mayor Pro Tem
Chuck Beatty, Councilmember
Kevin Strength, Councilmember
Melissa Olson, Councilmember

Others Present: Albert Lawrence, Assistant City Manager
Tommy Ludwig, Assistant City Manager
Robert Brown, City Attorney
Amber Villarreal, Assistant City Secretary

1. Call to Order

Mayor David Hill called the meeting to order.

2. Conduct a briefing to discuss agenda items for the 7:00 p.m. regular meeting

Assistant City Manager Albert Lawrence reviewed the following agenda items:

- Item 5d requested approval of the Waxahachie Police Department Racial Profiling Report for 2019 revealing no indications of systemic racial profiling by the department.
- Item 5e requested approval of the recommendation by the Tax Increment Reinvestment Zone No. 1 to fund foundation work at the Historical Freight Depot located at 421 S. College Street and parking lot repair due to faulty drainage collapse at 301 N. College Street.
- Item 5f requested approval of the 2020 Junk in the Trunk dates in downtown.
- Item 5g requested approval of WAXAJAM 2020 to be held October 10, 2020 to raise money for scholarships.

Planning Director Shon Brooks reviewed the following items:

- Item 7 applicant requested to continue the Public Hearing to the March 16, 2020 City Council meeting.
- Item 9 applicant withdrew case no. ZDC-000001-2020.
- Item 11 requested approval of RP-19-0168. He noted the city requires right-of-way dedication for the future expansion of Patrick Road and the applicant is requesting a waiver to that city requirement; therefore, staff recommended denial.
- Item 12 requested approval of a Specific Use Permit (SUP) for a drive-through at a new McDonald's located at the southwest corner of FM 66 and Interstate 35E. He explained the applicant is also requesting approval of a pole sign that doesn't meet city requirements. He noted staff recommended approval with the exception of the pole sign.

Assistant City Manager Tommy Ludwig reviewed the following agenda items:

(5b)

- Items 14 and 15 were a follow-up from the February 3, 2020 City Council Work Session. The two items for council consideration were a Resolution replacing and repealing the current make-up of the Impact Fee Advisory Committee. The second agenda item will name the three Ad Hoc Board members. Mr. Ludwig noted he received interest and recommendations for the following to serve: John Houston, Clyde Hargrove, Brett Hess, and Jimmy Poarch. Council discussed allowing four Ad Hoc Board Members.

3. Adjourn

There being no further business, the meeting adjourned at 6:56 p.m.


Respectfully submitted,

Amber Villarreal
Assistant City Secretary

(5C)



Memorandum

To: Honorable Mayor and City Council
From: Michael Scott, City Manager 
Thru:
Date: February 19, 2020
Re: Civil Service Commission Appointment

As you may be aware, long-time Civil Service Commissioner Curtis Williams had to resign his position due to moving away from Waxahachie. Per LGC 143, the Commission is made up of three positions, each appointed by the City Manager.

I have asked **Rev. Samuel Baker** to fill this vacancy and complete the Civil Service Board. He has agreed and will begin in March serving in this very important capacity and will be a fantastic addition to the Commission. As such, I am requesting the City Council ratify this appointment.



(5d)

Application for a Festival or Event Permit

Event Name and Description: 1st Annual Project Graduation Tunes and Trucks-
We will have food trucks and live music. This
will be a fundraiser for PG at Lumpkins stadium
Parking lot.

Applicant Information

Name: Rhiannon Wilhoite- project graduation
Address: PO Box 403
City, State, Zip: Waxahachie TX 75105 Phone: 469 337 9320
E-mail Address: hale-rhiannon@yahoo.com

Organization Information

Organization Name: Project Graduation- WHTS 2020
Address: PO Box 403, Waxahachie, TX 75105
Authorized Head of Organization: Rhiannon Wilhoite
Phone: 469 337 9320 E-mail Address: hale-rhiannon@yahoo

Event Chairperson/Contact

Name: Rhiannon Wilhoite / Jessica Chambliss
Address: PO Box 403
City, State, Zip: Waxahachie TX 75105 Phone: 469 337 9320
E-mail Address: hale-rhiannon@yahoo.com

Event Information

Event Location/Address: Global High parking lot - 275 Indian Drive
Lumpkins stadium parking lot - 1000 Indian Drive
Purpose: Fundraising Event
Event Start Date and Time: April 25th 4:00 pm

(5d)

Event End Date and Time: April 25th 10:00 pm

Approximate Number of Persons Attending Event Per Day: ?

Site Preparation and Set-Up Date and Time: April 25th @ 12:00 pm

Clean-Up Completion Date and Time: April 26th @ 11:00 pm

List all activities that will be conducted as a part of this event including street closures, traffic control, vendor booths, etc. Include any requests for city services.

Food truck vendors, silent auction, live music on stage, and small concession stand.

We will need porta potty - does city have these & how much?

Will food and/or beverages be available and/or sold? YES/NO

*Will alcohol be available and/or sold? YES/NO

If yes, will the event be in the Historic Overlay District? YES/NO

If food will be prepared on-site, a Temporary Food Permit must be obtained by the Environmental Health Department.

Will dumpsters be needed? yes

Will an Unmanned Aircraft Systems Unit (drone) be used? YES/NO If so, provide a copy of the current FAA License.

Please submit a site plan showing the layout of the event including equipment, stages, and street locations

I THE UNDERSIGNED APPLICANT, AGREE TO INDEMNIFY AND HOLD HARMLESS THE CITY OF WAXAHACHIE, ITS OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES AGAINST ALL CLAIMS OF LIABILITY AND CAUSES OF ACTION RESULTING FROM INJURY OR DAMAGE TO PERSONS OR PROPERTY ARISING OUT OF THE SPECIAL EVENT.

Rhannon Wilhoite

Signature of Applicant

2/22/2020

Date

* Please note that approval of this permit does not replace/modify compliance with all applicable state laws as specified by the Texas Alcoholic Beverage Commission (TABC).

(5d)

Villarreal, Amber

From: Hill, Krystyne
Sent: Tuesday, February 25, 2020 9:43 AM
To: Villarreal, Amber
Subject: RE: Event Application-Project Graduation Event Application

So glad we could get this worked out. Please let the applicant know if she needs a list of food trucks I will be more than glad to send her recommendations! Thank you

Krystyne Hill
City of Waxahachie
Health Inspector
Direct: 469-309-4138
khill@waxahachie.com

From: Villarreal, Amber <avillarreal@waxahachie.com>
Sent: Tuesday, February 25, 2020 8:54 AM
To: Ricky Boyd <rboyd@waxahachiefire.org>; Wade Goolsbey <wgoolsby@waxahachiepd.org>; Smith, John <jsmith@waxahachie.com>; Martinez, Gumaro <gmartinez@waxahachie.com>; Drewry, Michaela <michaela.drewry@waxahachie.com>; Hill, Krystyne <khill@waxahachie.com>; Martinez, Gumaro <gmartinez@waxahachie.com>; Griffith, Thomas <john.griffith@waxahachie.com>; Mosley, Laurie <lmosley@waxahachiecvb.com>
Cc: Scott, Michael <mscott@waxahachie.com>; Lawrence, Albert <alawrence@waxahachie.com>; Ludwig, Tommy <tludwig@waxahachie.com>
Subject: Event Application-Project Graduation Event Application

Please see the attached updated event application and send me your comments/concerns.

Thank you,

Amber Villarreal, TRMC, CMC
Assistant City Secretary
City of Waxahachie
Direct (469) 309-4006 | Fax (469) 309-4003 | PO Box 757, Waxahachie, Texas 75168
www.waxahachie.com

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Attention Public Officials: A "Reply to All" of this email message could lead to violations of the Texas Open Meetings Act. If replying, please reply only to the sender.

From: Rhiannon Hale <hale_rhiannon@yahoo.com>
Sent: Monday, February 24, 2020 5:53 PM
To: Villarreal, Amber <avillarreal@waxahachie.com>
Subject: Updated Project Graduation Event Application

Here is our updated application.

Thanks,

(5d)

Villarreal, Amber

From: Boyd, Ricky <RBoyd@waxahachiefire.org>
Sent: Tuesday, February 25, 2020 9:11 AM
To: Villarreal, Amber
Subject: Re: Event Application-Project Graduation Event Application

I have no concerns with this request.

Sent from my iPhone

On Feb 25, 2020, at 08:54, Villarreal, Amber <avillarreal@waxahachie.com> wrote:

Please see the attached updated event application and send me your comments/concerns.

Thank you,

Amber Villarreal, TRMC, CMC
Assistant City Secretary
City of Waxahachie
Direct (469) 309-4006 | Fax (469) 309-4003 | PO Box 757, Waxahachie, Texas 75168
www.waxahachie.com

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From: Rhiannon Hale <hale_rhiannon@yahoo.com>
Sent: Monday, February 24, 2020 5:53 PM
To: Villarreal, Amber <avillarreal@waxahachie.com>
Subject: Updated Project Graduation Event Application

Here is our updated application.

Thanks,
Rhiannon
469-337-9320
<AprilEventApp.pdf>

(5d)

Villarreal, Amber

From: Smith, John
Sent: Tuesday, February 25, 2020 11:02 AM
To: Villarreal, Amber; Ricky Boyd; Wade Goolsbey; Martinez, Gumaro; Drewry, Michaela; Hill, Krystyne; Martinez, Gumaro; Griffith, Thomas; Mosley, Laurie
Cc: Scott, Michael; Lawrence, Albert; Ludwig, Tommy
Subject: RE: Event Application-Project Graduation Event Application

I see no issues with this event. As for the portable toilets, I suggest they make contact with Christopher Ward, United Site Services, for rental. He's at C-214-412-8954 or O-1-800-864-5387. I'll be glad to help with a dumpster or they can contact Kevin Seals at kevin.seals@wasteconnections.com to place an order.

Thanks,
John

From: Villarreal, Amber <avillarreal@waxahachie.com>
Sent: Tuesday, February 25, 2020 8:54 AM
To: Ricky Boyd <rboyd@waxahachiefire.org>; Wade Goolsbey <wgoalsby@waxahachiepd.org>; Smith, John <jsmith@waxahachie.com>; Martinez, Gumaro <gmartinez@waxahachie.com>; Drewry, Michaela <michaela.drewry@waxahachie.com>; Hill, Krystyne <khill@waxahachie.com>; Martinez, Gumaro <gmartinez@waxahachie.com>; Griffith, Thomas <john.griffith@waxahachie.com>; Mosley, Laurie <lmosley@waxahachiecvb.com>
Cc: Scott, Michael <msscott@waxahachie.com>; Lawrence, Albert <alawrence@waxahachie.com>; Ludwig, Tommy <tludwig@waxahachie.com>
Subject: Event Application-Project Graduation Event Application

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Thank you,

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To: Villarreal, Amber <avillarreal@waxahachie.com>
Subject: Updated Project Graduation Event Application

Here is our updated application.

Thanks,

(5d)

Villarreal, Amber

From: Mosley, Laurie
Sent: Tuesday, February 25, 2020 11:04 AM
To: Villarreal, Amber; Ricky Boyd; Wade Goolsbey; Smith, John; Martinez, Gumaro; Drewry, Michaela; Hill, Krystyne; Martinez, Gumaro; Griffith, Thomas
Cc: Scott, Michael; Lawrence, Albert; Ludwig, Tommy
Subject: RE: Event Application-Project Graduation Event Application

I see no problems with the application that they are presenting as it relates to the CVB department.

Thank you!

From: Villarreal, Amber <avillarreal@waxahachie.com>
Sent: Tuesday, February 25, 2020 8:54 AM
To: Ricky Boyd <rboyd@waxahachiefire.org>; Wade Goolsbey <wgoolsby@waxahachiepd.org>; Smith, John <jsmith@waxahachie.com>; Martinez, Gumaro <gmartinez@waxahachie.com>; Drewry, Michaela <michaela.drewry@waxahachie.com>; Hill, Krystyne <khill@waxahachie.com>; Martinez, Gumaro <gmartinez@waxahachie.com>; Griffith, Thomas <john.griffith@waxahachie.com>; Mosley, Laurie <lmosley@waxahachiecvb.com>
Cc: Scott, Michael <msscott@waxahachie.com>; Lawrence, Albert <alawrence@waxahachie.com>; Ludwig, Tommy <tludwig@waxahachie.com>
Subject: Event Application-Project Graduation Event Application

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To: Villarreal, Amber <avillarreal@waxahachie.com>
Subject: Updated Project Graduation Event Application

Here is our updated application.

Thanks,
Rhiannon
469-337-9320

(5A)

Villarreal, Amber

From: Wade Goolsby <wgoolsby@waxahachiepd.org>
Sent: Tuesday, February 25, 2020 12:55 PM
To: Villarreal, Amber
Subject: RE: Event Application-Project Graduation Event Application

Amber,
I do not have any issues with it.

Wade G. Goolsby
Chief of Police
Waxahachie Police Department
630 Farley St.
Waxahachie, TX 75165
469-309-4414

From: Villarreal, Amber <avillarreal@waxahachie.com>
Sent: Tuesday, February 25, 2020 8:54 AM
To: Ricky Boyd <rboyd@waxahachiefire.org>; Wade Goolsby <wgoolsby@waxahachiepd.org>; John Smith <jsmith@waxahachie.com>; Gumaro Martinez <gmartinez@waxahachie.com>; Drewry, Michaela <michaela.drewry@waxahachie.com>; Hill, Krystyne <khill@waxahachie.com>; Gumaro Martinez <gmartinez@waxahachie.com>; Griffith, Thomas <john.griffith@waxahachie.com>; Mosley, Laurie <lmosley@waxahachiecvb.com>
Cc: Michael Scott <msscott@waxahachie.com>; Albert Lawrence <alawrence@waxahachie.com>; Tommy Ludwig <tludwig@waxahachie.com>
Subject: Event Application-Project Graduation Event Application

Please see the attached updated event application and send me your comments/concerns.

Thank you,

Amber Villarreal, TRMC, CMC
Assistant City Secretary
City of Waxahachie
Direct (469) 309-4006 | Fax (469) 309-4003 | PO Box 757, Waxahachie, Texas 75168
www.waxahachie.com

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Attention Public Officials: A "Reply to All" of this email message could lead to violations of the Texas Open Meetings Act. If replying, please reply only to the sender.

From: Rhiannon Hale <hale_rhiannon@yahoo.com>
Sent: Monday, February 24, 2020 5:53 PM

Planning & Zoning Department

Plat Staff Report

Case: RP-19-0146



MEETING DATE(S)

Planning & Zoning Commission: February 25, 2020

City Council: March 2, 2020

ACTION SINCE INITIAL STAFF REPORT

At the Planning & Zoning Commission meeting, held February 25, 2020, the Commission voted 6-0 to recommend approval of plat no. RP-19-0146, subject to approval of the petition of relief for ROW dedication and the petition of relief for the utility easement.

CAPTION

Public Hearing on a request by Jimmy Pogue, Stadia Land Surveying, for a Replat of North ½ of Lot 13 and 14 of Strickland Addition to create Lot 13R, Strickland Addition, 0.126 acres (Property ID 175891) – Owner: Martin Texas Properties (RP-19-0146)

APPLICANT REQUEST

The purpose of this replat is to combine two (2) existing lots into one (1) lot. This property falls under the infill overlay district. The applicant is requesting a petition of relief on Right-of-Way dedication to Rousseau Street (a minimum 50' ROW) and Kaufman Street (a minimum 50' ROW). The applicant is also requesting a petition of relief from City Council for the Utility Easement fronting Rousseau Street. The applicant is requesting that the Utility Easement only be 10 feet instead of the required 15 feet.

CASE INFORMATION

Applicant: Jimmy Pogue, Stadia Land Surveying

Property Owner(s): Raul Perez Martin, Martin Texas Properties, LLC

Site Acreage: 0.126 acres

Number of Lots: 1 lots

Number of Dwelling Units: 1 unit

Park Land Dedication: N/A

Adequate Public Facilities: Adequate public facilities are available for this property.

SUBJECT PROPERTY

General Location: 721 Kaufman Street

Parcel ID Number(s): 175891

Current Zoning: SF-2

Existing Use: Undeveloped

Platting History: Lot 13A and 14A Strickland Addition

Site Aerial:



STAFF CONCERNS

1. The necessary Right-of-Way still hasn't been dedicated for Rousseau and Kaufman Streets.
2. A 15-foot Utility Easement needs to be shown along Rousseau Street.

APPLICANT RESPONSE TO CONCERNS

1. The applicant is proposing a replat under the infill ordinance. The current proposed setbacks are in line with the surrounding area. A ROW dedication would cause the build line setbacks to not align with the surrounding properties.
2. The applicant wishes to request a waiver of relief from City Council that the Right-of-Way not be dedicated and that the utility easement along Rousseau Street only be 10 feet instead of the 15 feet requested by City Staff.

PUBLIC NOTIFICATIONS

To comply with State law contained in Local Government Code Chapter 211 the City's public hearing notice requirements, 24 notice were mailed to property owns within 200 feet of the request. In addition, a notice was published in the Waxahachie Sun.

PROPERTY OWNER NOTIFICATION RESPONSES

Staff received one (1) letter of support for the proposed replat.

RECOMMENDATION

Based on the details provided in this Staff Report and the present status of the documents subject to the request, the Planning and Zoning Department recommends:

- ☐ Disapproval
- ☒ Approval, as presented.
- ☐ Approval, per the following conditions:

ATTACHED EXHIBITS

1. Plat drawing
2. Site Plan
3. PON Responses

APPLICANT REQUIREMENTS

1. If approved by City Council, within 30 days the applicant shall provide the Planning Department one revised electronic plan set that incorporates all comments.

CITY REQUIREMENTS FOR PLAT RECORDING AND FILING

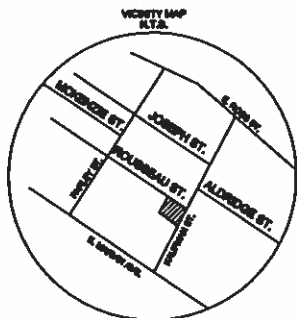
A plat shall not be filed with the Ellis County Clerk until:

1. All utilities, infrastructure, and other required improvements have been installed and a letter of acceptance associated with the utilities and infrastructure installation has been received from the Public Works Department;
2. A drainage study has been conducted and/or a traffic impact analysis has been conducted as required by the City's subdivision ordinance.

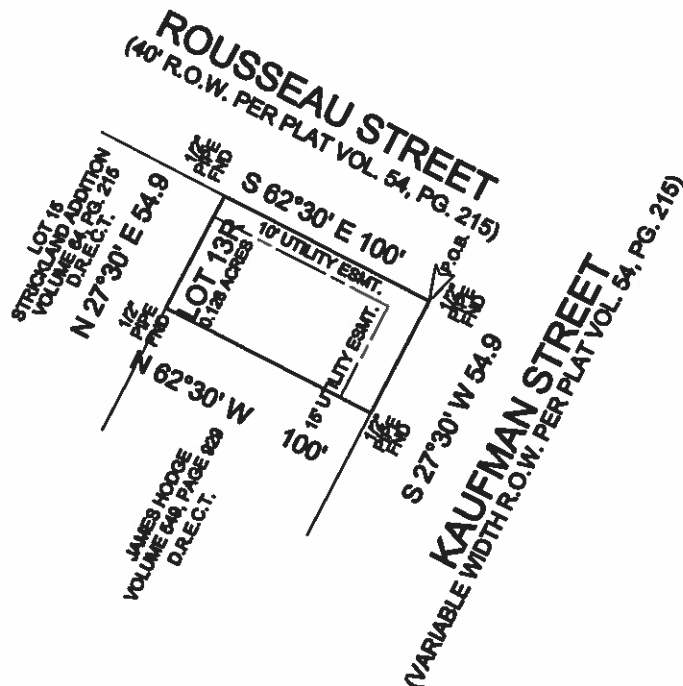
STAFF CONTACT INFORMATION

Prepared by:
Chris Webb
Planner
cwebb@waxahachie.com

Reviewed by:
Shon Brooks, AICP
Director of Planning
sbrooks@waxahachie.com



NOTE:
ACCORDING PERMA PERM MAP NO. 4938CD187P
THIS PROPERTY IS IN ZONE 18 (UNIMPAVED)
EFFECTIVE DATE JUNE 3, 2013
DEFINED AS AREA OUTSIDE THE 0.2% ANNUAL
CHANCE FLOODPLAIN.



OWNERS CERTIFICATE

STATE OF TEXAS
COUNTY OF ELLIS

THAT MARTIN TEXAS PROPERTIES LLC, BEING THE OWNERS OF THAT CERTAIN TRACT OF LAND SITUATED IN THE CITY OF WAXAHACHE, ELLIS COUNTY, TEXAS, AND DESCRIBED IN CLERK'S FILE NO. 100268 DEED RECORDS, ELLIS COUNTY, TEXAS AND HEREINAFTER DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND BEING CALLED THE NORTH ONE-HALF OF LOTS 13 AND 14 OF STRICKLAND ADDITION, AN ADDITION TO THE CITY OF WAXAHACHE, ELLIS COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 64, PAGE 54, PLAT RECORDS, ELLIS COUNTY, TEXAS, BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/4" POUND FOUND AT THE INTERSECTION OF KAUFMAN STREET AND ROUSSEAU STREET, BEING THE NORTHEASTERLY CORNER OF SAID LOT 12;

THENCE S 27°30' W, WITH THE WESTERLY LINE OF SAID KAUFMAN STREET, 64.9 FEET TO A 1/2" PIPE FOUND FOR CORNER;

THENCE N 62°30' E, THRU SAID LOTS 13 AND 14, 100.0 FEET TO A 1/2" PIPE FOUND FOR CORNER;

THENCE N 62°30' E, 64.9 FEET TO A 1/2" PIPE FOUND FOR CORNER IN THE SOUTHERLY LINE OF ROUSSEAU STREET AND BEING THE NORTHWESTERLY CORNER OF SAID LOT 14;

THENCE S 62°30' E, WITH THE SOUTHERLY LINE OF SAID ROUSSEAU STREET, 100 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.128 ACRES OF LAND MORE OR LESS.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT, MARTIN TEXAS PROPERTIES LLC, DO HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN ABOVE DESCRIBED PROPERTY AS A FINAL PLAT OF LOT 13R, A REPEAT OF LOT 13 AND LOT 14 OF STRICKLAND ADDITION, AN ADDITION TO THE CITY OF WAXAHACHE, ELLIS COUNTY, TEXAS, AND DOES HEREBY DEDICATE, IN FREE SIMPLE, TO THE CITY OF WAXAHACHE, TEXAS FOR THE PUBLIC USE FOREVER, THE STREETS AND ALLEYS SHOWN THEREON. THE STREETS AND ALLEYS ARE DEDICATED FOR STREET PURPOSES, THE BARRIERS AND PUBLIC USE AREAS, AS SHOWN ARE DEDICATED FOR THE PUBLIC USE FOREVER, FOR THE PURPOSES INDICATED ON THIS PLAT. NO BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS SHALL BE CONSTRUCTED OR PLACED UPON, OVER OR ACROSS THE BARRIERS AS SHOWN, EXCEPT THAT LANDSCAPE IMPROVEMENTS MAY BE PLACED IN LANDSCAPE BARRIERS, IF APPROVED BY THE CITY OF WAXAHACHE. IN ADDITION, UTILITY BARRIERS MAY ALSO BE USED FOR THE NATURAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES DESIGNED TO USE OR LEASE THE SAME UNLESS THE BARRIERS LIMITS THE USE TO PARTICULAR UTILITIES, SAID USE BY PUBLIC UTILITIES BEING SUBORDINATE TO THE PUBLICS AND CITY OF WAXAHACHE'S USE THEREOF. THE CITY OF WAXAHACHE AND PUBLIC UTILITY ENTITIES SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PARTS OF ANY BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS WHICH MAY IN ANY WAY ENCUMBER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF THEIR RESPECTIVE SYSTEMS IN SAID BARRIERS. THE CITY OF WAXAHACHE AND PUBLIC UTILITY ENTITIES SHALL AT ALL TIMES HAVE THE FULL RIGHT OF INSPECTION AND ACCESS TO OR FROM THEIR RESPECTIVE BARRIERS FOR THE PURPOSES OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING, REPAIRING, REPLACING, AND ADDING TO OR REMOVING ALL OR PARTS OF THEIR RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME PROCEEDING THEREUPON FROM ANYONE.

THIS PLAT APPROVED SUBJECT TO ALL PLATTING ORDINANCES, RULES, REGULATION AND RESOLUTIONS OF THE CITY OF WAXAHACHE, TEXAS.

WITNESS, MY HAND, THIS THE _____ DAY OF _____, 2015.

BY:

RAUL PEREZ MARTIN
MARTIN TEXAS PROPERTIES

STATE OF TEXAS:

BEFORE ME THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID STATE ON THIS DAY PERSONALLY APPEARED RAUL PEREZ MARTIN, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES HEREIN EXPRESSED AND IN THE CAPACITY STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 2015.

NOTARY PUBLIC

LOT 13R REPLAT LOT 13 & LOT 14 STRICKLAND ADDITION

BEING A REPLAT OF NORTH 1/2 OF LOT 13 AND 14 OF
STRICKLAND ADDITION
AN ADDITION TO THE CITY OF
WAXAHACHE, ELLIS COUNTY, TEXAS
ZONED - SF-2
1 LOT, 0.128 ACRES
CASE NO. RP-18-0148

OWNER:
MARTIN TEXAS PROPERTIES LLC
381 ROBERTT ROAD
WAXAHACHE, TEXAS 79165
817-821-1048

STADIA LAND SURVEYING INC.
P.O. BOX 1888
RED OAK, TEXAS 75164
PHONE (972) 617-0888
STADIASURVEYING@SCGGLOBAL.NET
FORM #100193-0

JIMMY E. POQUE
REGISTERED PROFESSIONAL
LAND SURVEYOR 6882
STATE OF TEXAS

CITY OF WAXAHACHE, TEXAS REPLAT APPROVAL
APPROVED BY: PLANNING AND ZONING COMMISSION
CITY OF WAXAHACHE

BY: CHAIRPERSON _____ DATE _____

BY: ATTNEY _____ DATE _____

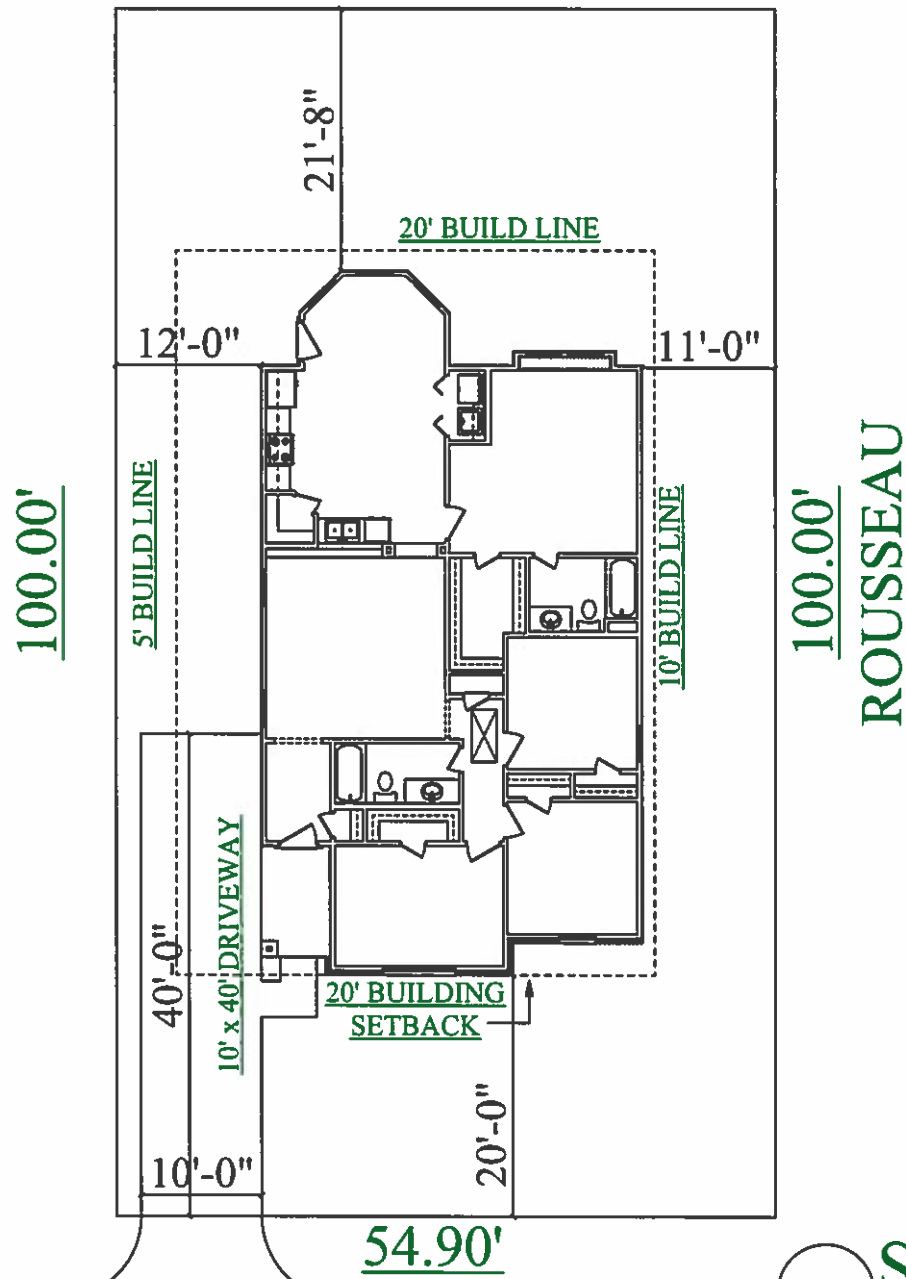
SURVEYOR'S DECLARATION:

THIS IS TO DECLARE THAT I, JIMMY E. POQUE, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, HAVE PLATTED THE ABOVE SUBDIVISION FROM AN ACTUAL SURVEY MADE ON THE GROUND, AND THAT ALL LOT CORNERS, ANGLE POINTS AND POINT OF CURVE HAVE BEEN PROPERLY MARKED ON THE GROUND, AND THAT THIS PLAT CORRECTLY REPRESENTS THAT SURVEY MADE BY ME.

JIMMY E. POQUE
TEXAS REGISTRATION NO. 6882
P.O. BOX 1888
RED OAK, TEXAS 75164
817-821-0888
SURVEY PREPARED SEPTEMBER 11, 2015

LOT 13 & 14
STRICKLAND ADDITION
WAXAHACHIE, TEXAS

54.90'



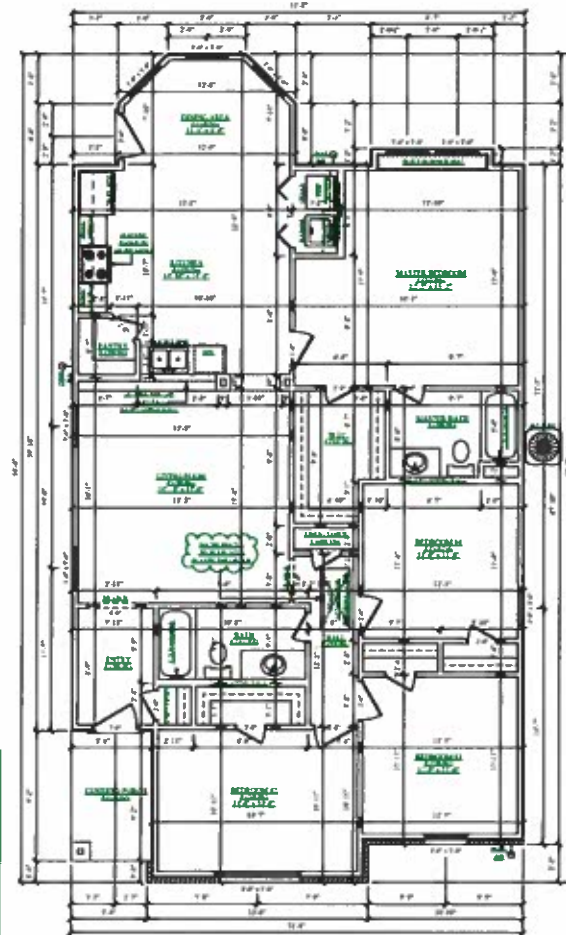
721 KAUFMAN

 **SITE PLAN**
SCALE: 1" = 10'-0"



○ **FRONT ELEVATION**
SCALE: 1/4" = 1'-0"

AREA TOTALS
LIVING AREA 1,596
COVERED PORCH 52
TOTAL FOUNDATION 1,648



○ **FLOOR PLAN**
SCALE: 1/4" = 1'-0"

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Case RP-19-0146
Responses Received Inside Required 200' Notification Area
Support: 1 Oppose: 0

PropertyID	Owner's Address	Acres	Legal Description	Owner's Address	Owner's City	Owner's State	Owner's ZIP	Physical Address
171725	MORENO JOURDEAN	0.18	LOT 4B BLK 280 TOWN - WAXAHACHIE .18 AC	203 ROUSSEAU ST	WAXAHACHIE	TX	75165	203 ROUSSEAU ST WAXAHACHIE TX 75165
171730	PAZ ISIDRO & REINA MATA LANDAVESDE	0.298	LOT 2 BLK 280 TOWN - WAXAHACHIE .298 AC	301 WATER CREST LN	RED OAK	TX	75154	807 KAUFMAN ST WAXAHACHIE TX 75165
171731	FOUR POINT INVESTMENTS GROUP LLC	0.241	LOT 3A BLK 280 TOWN - WAXAHACHIE .241 AC	1411 SYCAMORE ST	WAXAHACHIE	TX	75165	801 KAUFMAN ST WAXAHACHIE TX 75165
171732	BORNTREGER NAOMI	0.26	LOT 3B BLK 280 TOWN - WAXAHACHIE .26 AC	190 BRANDIE MAC LN	WAXAHACHIE	TX	75165	803 KAUFMAN ST WAXAHACHIE TX 75165
171733	MENDEZ KRISTY A & STEVE	0.162	LOT 3C BLK 280 TOWN - WAXAHACHIE .162 AC	207 ROUSSEAU ST	WAXAHACHIE	TX	75165	207 ROUSSEAU ST WAXAHACHIE TX 75165
171734	ALVAREZ EFRAN G & MA DE LOURDES GARCIA	0.286	LOT 4A BLK 280 TOWN - WAXAHACHIE .286 AC	205 ROUSSEAU ST	WAXAHACHIE	TX	75165	205 ROUSSEAU ST WAXAHACHIE TX 75165
171805	RUSSELL KENNY R	0.149	LOT 10 BLK 281 TOWN - WAXAHACHIE .149 AC	102 ALDRIDGE ST	WAXAHACHIE	TX	75165	102 ALDRIDGE ST WAXAHACHIE TX 75165
171808	SHINPAUGH RICHARD K & CONNIE	0.652	LOT 12B BLK 281 TOWN - WAXAHACHIE .652 AC	703 E MARVIN AVE	WAXAHACHIE	TX	75165	703 E MARVIN AVE WAXAHACHIE TX 75165
171809	RODRIGUEZ VICTORINO A	0.455	LOT 12A-13 BLK 281 TOWN - WAXAHACHIE .455 AC	P O BOX 7	WAXAHACHIE	TX	75167	708 KAUFMAN ST WAXAHACHIE TX 75165
171810	FOUR POINT INVESTMENTS LLC	0.161	LOT 5 BLK 281 TOWN - WAXAHACHIE .161 AC	501 N COLLEGE ST	WAXAHACHIE	TX	75167	802 KAUFMAN ST WAXAHACHIE TX 75165
171811	VIDRINE JOE	0.145	LOT 6 BLK 281 TOWN - WAXAHACHIE .145 AC	252 RIDER RD	ENNIS	TX	75119	716 KAUFMAN ST WAXAHACHIE TX 75165
171812	LOREN GRAY INVESTMENTS LLC	0.163	LOT 7 BLK 281 TOWN - WAXAHACHIE .163 AC	PO BOX 2868	WAXAHACHIE	TX	75168	714 KAUFMAN ST WAXAHACHIE TX 75165
171813	NUNEZ FRANCISCO & JOSE R ARROYO	0.185	LOT 8 BLK 281 TOWN - WAXAHACHIE .185 AC	712 N KAUFMAN	WAXAHACHIE	TX	75165	712 KAUFMAN ST WAXAHACHIE TX 75165
171814	CLARK DEBORAH	0.185	LOT 9 BLK 281 TOWN - WAXAHACHIE .185 AC	710 KAUFMAN ST	WAXAHACHIE	TX	75165	710 KAUFMAN ST WAXAHACHIE TX 75165
171820	BARRAGAN MARIA E & JUAN R	0.162	LOT 4 BLK 281 TOWN - WAXAHACHIE .162 AC	104 LONZO ST	WAXAHACHIE	TX	75165	103 ALDRIDGE ST WAXAHACHIE TX 75165
175884	ARVIZU ABEL	0.126	LOT 17 STRICKLAND REV .126 AC	706 W PECAN TREE RD	WAXAHACHIE	TX	75167	214 ROUSSEAU ST WAXAHACHIE TX 75165
175885	ODOM BENNY D L/E ROBERT P ODOM ETAL	0.126	LOT 18 STRICKLAND REV 0.126 AC	212 ROUSSEAU ST	WAXAHACHIE	TX	75165	212 ROUSSEAU ST WAXAHACHIE TX 75165
175889	SEIBERT PHILIP H & JUDY F	0.269	LOT 9 & 10A BLK 1 STRICKLAND REV .269 AC	617 E MARVIN AVE	WAXAHACHIE	TX	75165	617 E MARVIN AVE WAXAHACHIE TX 75165
175890	CRAWFORD MARY L & BILLY	0.558	LOT 10B & 11 & 12 STRICKLAND REV 0.558 AC	621 E MARVIN AVE	WAXAHACHIE	TX	75165	621 E MARVIN AVE WAXAHACHIE TX 75165
175891	MARTIN TEXAS PROPERTIES LLC	0.126	LOT 13A & 14A STRICKLAND REV 0.126 AC	352 ROBINETT RD	WAXAHACHIE	TX	75165	721 KAUFMAN ST WAXAHACHIE TX 75165
175892	HODGE JAMES R	0.126	13B & 14B STRICKLAND 0.126 ACRES	1721 DAVIDSON CAMPGROUND RD	OKOLONA	AR	71962	711 KAUFMAN ST WAXAHACHIE TX 75165
175893	JACKSON CODY	0.134	LOT 15 STRICKLAND REV 0.134 AC	200 DENALI WAY	WAXAHACHIE	TX	75167	218 ROUSSEAU ST WAXAHACHIE TX 75165
175898	LARSON THEODORE L & TIFFANY R	0.413	LOT 7 & 8 STRICKLAND REV .413 AC	613 E MARVIN AVE	WAXAHACHIE	TX	75165	613 E MARVIN AVE WAXAHACHIE TX 75165
275556	JACKSON CODY	0.133	LOT 16 STRICKLAND REV 0.133 AC	200 DENALI WAY	WAXAHACHIE	TX	75167	216 ROUSSEAU ST WAXAHACHIE TX 75165

(8)

(8)

RECEIVED
2/13/2020



City of Waxahachie, Texas
Notice of Public Hearing
Case Number: **RP-19-0146**

LOREN GRAY INVESTMENTS LLC
PO BOX 2868
WAXAHACHIE, TX 75168

The Waxahachie Planning & Zoning Commission will hold a Public Hearing on Tuesday, February 25, 2020 at 7:00 p.m. and the Waxahachie City Council will hold a Public Hearing on Monday, March 2, 2020 at 7:00 p.m. in the Council Chamber at the Waxahachie City Hall, 401 South Rogers Street, Waxahachie, Texas to consider the following:

1. Request by Jimmy Pogue, Stadia Land Surveying, for a Replat of North ½ of Lot 13 and 14 of Strickland Addition to create Lot 13R, Strickland Addition, 0.126 acres (Property ID 175891) – Owner: Martin Texas Properties (RP-19-0146)

You received this notice because your property is within the area of notification as required by law. As an interested party you are welcome to make your views known by attending the hearings. If you cannot attend the hearings, you may express your views by filling in and returning the bottom portion of this notice. Please contact the Planning Department at (469) 309-4290 or via email: Planning@Waxahachie.com for additional information on this request.

Case Number: **RP-19-0146**

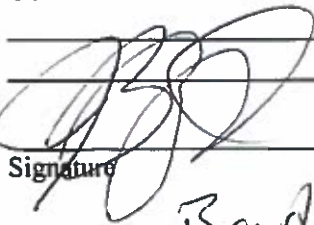
City Reference: 171812

Your response to this notification is optional. If you choose to respond, please return this form by 5:00 P.M. on **Wednesday, February 19, 2020** to ensure inclusion in the Agenda Packet. Forms can be e-mailed to Planning@Waxahachie.com or you may drop off/mail your form to City of Waxahachie, Attention: Planning, 401 South Rogers Street, Waxahachie, TX 75165.

☒ SUPPORT

☐ OPPOSE

Comments:



Signature

Printed Name and Title

Brad Yates Manager

Date

Address

2/11/20

PO Box 2868
Wax. Tx. 75168

It is a crime to knowingly submit a false zoning reply form. (Texas Penal Code 37.10)

If you are not the addressee at the top of this form, but would like to submit a response, please contact the City for a blank form.



Memorandum

To: Honorable Mayor and City Council

From: Darrell Phillips, Airport Manager

Thru: Michael Scott, City Manager

Date: February 19, 2020

Re: Revised Amendment to Mid-Way Regional Airport Rules and Regulations

The Mid-way Regional Airport is jointly owned and operated by the City of Waxahachie and City of Midlothian. The Airport Rules and Regulations have been established in the public's interest for the safe and efficient operation of Mid-Way Regional Airport. The Cities, by formal joint agreement have appointed the Mid-Way Regional Airport Board to operate and develop the Airport, and did grant the Board and the Airport Manager the power to enforce these Airport Rules and Regulations.

These Airport Rules and Regulations were approved by the Midlothian/Waxahachie Joint Airport Board (now Mid-Way Regional Airport Board) on August 27, 1992; and approved and adopted by the City Council of Waxahachie by Ordinance on September 8, 1992, to become effective September 15, 1992.

At recommendation of the Airport Board, the Airport Rules and Regulations were amended, approved and adopted by the City Council of the City of Waxahachie on October 19, 2009, and by the City Council of Midlothian on November 10, 2009.

On February 13, 2020, the Airport Board reviewed and made recommendation for the revised amendment to update the Airport Rules and

(9)
Regulations for the public's interest for safe and efficient operation of the Mid-Way Regional Airport.

- Financial impact/funding source: N/A
- See Attachment: Draft Minutes from the February 13, 2020, Airport Board Meeting
- See Attachment: Mid-Way Regional Airport Rules and Regulations, revised changes in RED

The Airport Board voted at their February 13, 2020 meeting to approve the revised amendments and is requesting Councils Acceptance.

(9)

MID-WAY REGIONAL AIRPORT
MINIMUM STANDARDS AND REQUIREMENTS
FOR
COMMERCIAL AERONAUTICAL ACTIVITIES

ARTICLE 1. AIRPORT OWNERSHIP AND PROCEDURES

The Mid-Way Regional Airport is jointly owned and operated by the City of Midlothian and the City of Waxahachie. The Cities, by formal joint agreement have appointed the Mid-Way Regional Airport Board to operate and develop the Airport.

All proposals to conduct commercial aeronautical activities on the Airport must comply with the Minimum Standards and Requirements described herein. Proposals will be received and reviewed by the Board, and the Board will make a recommendation for approval or disapproval to the City Councils of the Cities. Following approval of the proposal by the City Councils, a formal lease agreement may be executed between the Board and the Proposer.

ARTICLE 2. PURPOSE

The Minimum Standards and Requirements published herein for commercial aeronautical activities have been established in the public's interest for the safe and efficient operation of the Mid-Way Regional Airport; to enhance its orderly growth; to preclude the granting of an exclusive right to conduct aeronautical activity in violation of Section 308(a) of the Federal Aviation Act of 1958; to conform to Title VI of the Civil Rights Act of 1964 and Part 21 of the Department of Transportation Regulations; and to assure to all lessees the availability of Airport property on fair and reasonable terms and without unjust discrimination.

These Minimum Standards were approved by the Midlothian/Waxahachie Joint Airport Board (now Mid-Way Regional Airport Board) on January 30, 1992; and approved and adopted by the City Council of Midlothian by resolution on February 11, 1992; and approved and adopted by the City Council of Waxahachie by resolution on February 3, 1992, to become effective on March 1, 1992. At the recommendation of the Airport Board, the Minimum Standards were amended, approved and adopted by the City Council of the City of Midlothian on November 26, 2002, and by the City Council of the City of Waxahachie on June 17, 2002. **At the recommendation of the Airport Board, the Minimum Standards were amended, approved and adopted by the City Council of the City of Midlothian on March __, 2020, and by the City Council of the City of Waxahachie on March __, 2020.**

(9)

(9)

ARTICLE 3. DEFINITIONS

As used herein, the following terms are defined:

A. **Aeronautical Activities** - Any activity which involves, makes possible, or is required for the operation of aircraft, or which contributes to, or is required for the safety of such operations. The following activities, commonly conducted on Airports, are aeronautical within this definition: pilot training; aircraft rental; FAR Part 135 and 121 charter operations; sightseeing; aerial photography; crop dusting; aerial advertising or surveying; scheduled and non-scheduled Part 121 operations; aircraft sales; sales of aviation petroleum products (whether or not conducted in conjunction with other included activities); service; repair and maintenance of aircraft; sales of aircraft parts and accessories; radio and instrument sales; repair and maintenance; and any other activity which because of its direct relationship to the operation of aircraft, can be regarded as an aeronautical activity.

B. **Airport** - The Mid-Way Regional Airport shall hereinafter be referred to as the "Airport".

C. **Airport Tenant** - Any person, firm, or corporation leasing property from the Cities for aeronautical purposes who is not a Fixed Base Operator or Commercial Operator. An Airport Tenant may hangar his aircraft on his leased property subject to the provisions contained in Article 12 herein set forth.

D. **Board** - The Mid-Way Regional Airport Board shall hereinafter be referred to as the "Board".

E. **Commercial Operator** - Any person, firm or corporation performing the aeronautical services hereinafter set out who is not categorized as a Fixed Base Operator or Airport Tenant, hereinafter referred to as the "Operator(s)".

F. **Complimentary Services** - Any non-aeronautical activities used to support aviation-related activities such as rental cars, vending machines, restaurants and other services as approved by Airport Board.

G. **Fixed-Base Operator** - Any person, firm or corporation performing the aeronautical services set out in Articles 6 and 7, hereafter referred to as "FBO(s)".

H. **Lessor** - The City of Midlothian and the City of Waxahachie are joint owners of the Airport and shall hereinafter be referred to as the "Lessors".

I. **Person(s)** - Any individual, firm partnership, corporation, association or similar representative (including any assignee, receiver, trustee, or similar representative thereto) of the United States of America or any foreign government, or any State or political subdivision thereof.

ARTICLE 4. GENERAL REQUIREMENTS

A. Any person, firm or corporation capable of meeting the Minimum Standards set forth herein for any of the stated services is eligible to become a Full-Service FBO or Operator at the Airport, subject to the execution of a written lease containing such terms and conditions as may be determined by the Cities. An FBO/Operator shall not engage in any business or activity on the Airport other than that authorized under his lease agreement. Any FBO/Operator desiring to extend his operation into more than one category or to discontinue operations in a category, shall first apply in writing to the Lessor stating the reasons and conditions for the request. The Lessor, shall then grant or deny the request on such terms and conditions as may be proper under the circumstances. Each FBO/Operator shall provide its own buildings, personnel and equipment, and other requirements as herein stated upon land leased from the Lessor, or subleased from other tenants.

B. An FBO shall satisfy the Lessor that it is technically and financially able to perform the services proposed. In addition, FBO's must demonstrate a continued ability to conduct business and remain financially solvent by submitting an annual balance sheet, credit references and any other proof that Lessor may require from time to time. In each instance, the Lessor will not accept an original request to lease land area unless the proposed FBO/Operator puts forth in writing a proposal which sets forth the scope of operation proposed, including the following:

1. Services to be provided
2. Amount of land required
3. Building space to be constructed or leased
4. Number of aircraft on premises
5. Number of persons to be employed
6. Hours of operation
7. Compliance with the applicable Articles contained herein, and
8. Evidence of financial capability to perform and provide the services and facilities contemplated.

C. All FBO's and Commercial Operators shall protect the public generally, customers or clients, and the Lessor from any and all lawful damages, claims or liability, and shall carry comprehensive general liability insurance with a company authorized to do business in the State of Texas with limits prescribed in the respective Articles contained herein, with the Lessor named as additional insured. It is further understood that as circumstances in the future dictate, the Lessor may require an increase in bodily injury and property damage insurance.

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- D. All Airport Tenants shall carry liability insurance with a company authorized to do business in the State of Texas with limits prescribed in the respective Articles contained herein with the Lessor named as additional insured.
- E. All FBO/Operators shall provide ample lounges, restrooms and telephone service conveniently and readily available for customer and public use, to include meeting Federal and State requirements for the handicapped.
- F. All construction required shall be in accordance with design and construction standards required or established by the Lessor for the facility or activity involved. Title to any and all buildings and appurtenances which may be built on Airport property shall vest to the Lessor upon completion of the lease agreement, subject to continuing leasehold rights of the Lessee. All proposers shall be required to furnish the Lessor payment and performance bonds, or an acceptable substitute, commensurate with any contract or lease by and between such FBO/Operator and the Lessor.
- G. The rates and charges for all activities and services of such operations shall be determined by the FBO/Operator and all such rates or charges shall be reasonable and be equally and fairly applied to all users of the services.
- H. All FBO/Operators at the Airport shall be full-time, financially sound business enterprises, with adequately manned and equipped facilities, including ample office facilities operating normal or specifically required business hours.
- I. All FBO/Operators shall, at their own expense, pay all taxes and assessments against any buildings or other structures placed on the premises by them, as well as all taxes and assessments against the personal property used in their operations.
- J. All FBO/Operators shall provide and pay all electrical, water, sewer, and garbage collection charges used or incurred anywhere in or about the leased premises, and shall pay the charges made therefore by the suppliers promptly when due.
- K. All contracts and leases between the FBO/Operators and the Lessor shall be subordinate to the provisions of any existing or future agreement(s) between the Lessors and the United States relative to the operation or maintenance of the Airport.
- L. No FBO/Operator shall sublease or sublet any premises leased from the Lessor, or assign any lease, without the prior written approval of the Lessor, and any such subletting or assignment shall be subject to all of the Minimum Standards herein set forth.
- M. In the event the FBO/Operator sublets any portion of his lease, the sub-lessees must agree in writing to assume the full obligations of the lease set out and must agree to fully cooperate with the Lessor in seeing that these Standards are complied with.
- N. In the event the FBO/Operator or sub-lessee fails to comply fully with these Standards or fails to comply with the reasonable request, or direction of the Lessor as it relates to these

Standards, said FBO/Operator or sub-lessee shall be in default. If said default continues for more than thirty days after notice of said default, the Lessor may terminate the lease.

O. FBO/Operators shall have the right to use common areas and facilities of the Airport, including runways, taxiways, aprons, roadways, floodlights, landing lights, signals and other conveniences for the take-off, flying and landing of aircraft of Lessee.

P. Leases to FBO/Operators shall generally be limited to a maximum of twenty years, not including renewal options. In addition, rental rates and fees shall be subject to review and reevaluation at the end of each one year period, in relation to changes in the Consumer Price Index (CPI) for the Dallas-Fort Worth Metropolitan Area. If at the end of the previous one-year period the CPI has increased, the rates shall be increased to such percentages of increase; if there has been a decrease in the CPI during the previous one-year period, Lessor shall take no action to review or reevaluate the lease.

Q. FBO/Operators will, at all times during the continuance of the term of the lease or any renewal or extension thereof, conduct, operate and maintain for the benefit of the flying public, the operation provided for and described therein, and provide all parts and services as defined and set forth, and will make all such services available to the public and that it will devote its best efforts for the accomplishment of such purposes with nondiscriminatory prices to patrons and customers for all merchandise or materials and services furnished or rendered. Notwithstanding anything contained in a lease that may be or appear to the contrary, it is expressly understood and agreed that the rights granted thereunder are non-exclusive and the Lessor reserves the right to grant similar privileges to another operator or operators upon formal application by that operator, and upon demonstration of compliance with the applicable standards.

R. All contracts and leases between FBO/Operators and the Lessor shall be subordinate to the rights of the Lessor during time of war or national emergency to lease the landing area or any part thereof to the United States Government for military or naval use, and if any such lease is executed, the provisions of any contracts or leases between such operators and the Lessor, insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

S. The FBO/Operator shall remove the Airport or otherwise dispose of in a manner approved by the Lessor, all garbage, debris, and other waste material (whether solid or liquid) arising out of its occupancy of the premises or out of its operations. FBO/Operator shall keep and maintain leased premises in a neat and orderly manner, shall keep the grass cut and the building painted. Any garbage, debris, or waste, which may be temporarily stored in the open, shall be kept in suitable garbage or waste receptacles, to be of a design to safely and properly contain whatever may be placed therein.

T. The Lessor reserves the right to enter upon any premises leased to FBO/Operators at reasonable times for the purpose of making such inspections as it may deem expedient to the proper enforcement of these Minimum Standards and for the proper enforcement of any covenant or condition of any contract or lease agreement.

U. The Lessor recognizes the rights of any person, firm or corporation operating aircraft on the Airport to perform services on its own aircraft with its own regular employees or labor

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contracted to perform such services (including, but not limited to maintenance, repair and fueling) that it may choose to perform. Aircraft fueling accomplished under these provisions shall be in strict accordance with existing public and non-public fueling standards currently in force or hereinafter promulgated.

V. All operations conducted at the Airport will be conducted in the safest manner possible and for the maximum benefit of the flying public.

W. Where these standards call for a minimum square footage of space, and the FBO/Operator is permitted to conduct more than one activity, then such FBO/Operator shall have the minimum square footage for that activity which requires the greatest minimum square footage.

X. Operations and activities which are not expressly addressed in these Minimum Standards and Regulations are to be negotiated with the Airport Manager.

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ARTICLE 5. STANDARD LEASE PROVISIONS

All leases, sub-leases, or contracts for Airport property or for Airport operations or use shall contain the following provisions:

- A. The right to conduct aeronautical activities for furnishing services to the public is granted the Lessee subject to Lessee agreeing:
1. To furnish said services on a fair, equal and not unjustly discriminatory basis to all users thereof; and
 2. To charge fair, reasonable and not unjustly discriminatory prices for each unit or services; provided that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- B. The Lessee for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; that in the construction of any improvements on, or under such and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination; that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFT Part 21. Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulation may be amended.
- C. The Lessee agrees that it will undertake an affirmative action program as required by 14 CFR Part 152, Sub-part E, to ensure that no person shall be excluded from participating in any employment activities covered in 14 CFR Part 153, Sub-part E. The Lessee agrees that no person shall be excluded on these grounds from participation in or receiving the services or benefits of any program or activity covered by this Sub-part. The Lessee agrees that it will require that its covered sub-organizations will undertake affirmative action programs and that they will require compliance from their sub-organizations, as required by CFR Part 152, Sub-part E to the same effect.
- D. That in the event of breach of any of the preceding nondiscrimination covenants, Lessor shall have the right to terminate the license, lease, permits, etc., and to reenter and repossess said premises and the facilities thereon, and hold the same as if said lease had never been made or insured.
- E. During the time of war or national emergency, Lessor shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use, if and, if such lease is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the lease to the Government shall be suspended.

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F. No right or privilege has been granted which would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own regular employees (including by not limited to maintenance, repair, and fueling) that it may choose to perform.

G. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right forbidden by Section 308(c) of the Federal Aviation Act of 1958 or any aeronautical activities such as but not limited to:

1. Charter operations
2. Pilot training
3. Aircraft rental
4. Aerial photography
5. Crop dusting
6. Sale of aviation petroleum products
7. Air carrier operations
8. Aircraft sales, and services incidental thereto
9. Any other activity, because of its direct relationship to the operation of aircraft, can be regarded as an aeronautical activity.

H. Lessor reserves the right, in a reasonable and nondiscriminatory manner, to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of Lessee and without interference or hindrance. However, Lessor shall notify Lessee in writing, sixty days prior to planned development.

I. Lessor shall have the right, but not the obligation to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Lessee in this regard.

J. Lessee will keep hangars, buildings, properties or land leased on the Airport maintained in a clean, attractive, weed free, well painted, junk free condition.

K. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions together with the right to prevent the erection of any building or other structure on or adjacent to the Airport which would limit the usefulness of the Airport or constitute a hazard to aircraft.

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L. Any lease agreement shall be subordinate to the revisions of any existing or future agreement between Lessor and the United States, relative to the operation or maintenance of the Airport.

M. Incorporated into each lease agreement are these Minimum Standards and Requirements for Mid-Way Regional Airport, a copy of which shall be retained in the office of the Airport Manager and will be made available to any Airport tenant upon request.

N. Each Lessee shall at a minimum, at all times, have in effect Liability Insurance for all of Lessee's operations in the amounts set out in the Standard for the particular activity referenced in the Minimum Standards. Such insurance policies shall further name the Lessor, City of Waxahachie, City of Midlothian, and Airport Manager, as additional insureds. Certifications of such insurance shall be furnished by Lessee to the Lessor, and a Certificate presently then in effect shall be on file at all times in the office of Airport Manager.

O. The standards and regulations enacted by the Lessor for operation of the Airport, now or in the future, may provide for use charges to be paid by those using, occupying, or conducting operations at the Airport. Such charges may be based upon square footage, receipts or other reasonable basis, to be established by such standards and regulations now or hereafter in effect. Any such use charge shall be lawful, reasonable and nondiscriminatory.

P. Lessor may, on account of the breach of any provisions hereof, including the standards and regulations incorporated herein by reference, terminate an agreement and eject the party in violation in accordance with the provisions of the lease.

Q. An indemnity agreement shall apply and protect such Lessor and its agents, servants, and employees, even though it be contended, or even established, that said Lessor or its agents, servants, or employees were negligent, or that their conduct or omission in any way caused or contributed to any such liability, expense, damage, cause of action, or attorney's fees.

R. The purpose of the lease and the operations to be conducted by Lessee or sub-lessee, and the identity of the premises to be occupied by Lessee, are to be set forth in the lease. No other operations, business, or occupancy may be had or done without the additional written consent of the Lessor.

S. No agreement may be assigned, in whole or in part, nor may the premises described therein be sub-leased, in whole or in part, without the prior written consent of the Lessor. Such consent shall not be unreasonably withheld.

T. In the event Lessee becomes insolvent, to the sublet of any kind or chapter of bankruptcy proceeding, or if a receiver, assignee, or other liquidating officer is appointed for the business of Lessee, then Lessor may cancel the lease at Lessor's option upon giving written notice to Lessee.

ARTICLE 6. FIXED BASE OPERATOR - FULL SERVICE

A. **Qualifications** - A person shall qualify as an FBO upon proof of financial stability and responsible business enterprise, proof that capital is available to perform the activities contemplated, and a pro-forma of the activities contemplated. In addition, said proposer shall demonstrate that the premises or land from which it intends to operate on the Airport and the personnel employed by it comply with the following minimum requirements:

1. A minimum of 30,000 square feet of land leased from the Lessor;
2. General aviation service hangar and office space, containing a minimum of 10,000 square feet. If no hangar exists, proposer must agree to construct suitable facilities as defined herein;
3. A minimum of 10,000 square feet of asphalt ramp space for servicing and parking;
4. A staffed office facility;
5. A heated and air-conditioned waiting room for passengers and flight planning facilities for crews of itinerant aircraft;
6. Sanitary restroom facilities including facilities for handicapped;
7. Public telephone;
8. Parking sufficient to accommodate employees and customers;
9. Personnel on duty seven days a week during normal working hours and additional employees available on call as needed; and
10. Provide the following services as a minimum:
 - a. Appropriate grades of aviation fuels as described under Article 9;
 - b. Aircraft airframe and power plant repair as described under Article 8;
 - c. Client/passenger services to include flight planning and weather briefing;
 - d. Appropriate grades of aircraft lubricants;
 - e. Aircraft storage and tiedown for permanent and transient aircraft;
 - f. Aircraft rental as described under Article 12.
11. Provide or arrange for the following services:
 - a. Auto rental or customer courtesy transportation service;

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- b. Aircraft catering service;
- c. Flight training.

B. **Certification** - Prior to the commencement of FBO activities, the proposer shall submit to the Board, a properly executed Statement of Compliance with the minimum qualifications set forth in paragraph A above.

C. **Authorized Activities** - FBO's shall have the right to engage in other aeronautical activities by complying with the Minimum Standards of the activities it desires to perform. FBO's shall provide written notification to the Lessor of its intent to engage in activities described in specific Articles and shall provide a Statement of Compliance.

Permission to engage in the activities described in Articles 8 and 9 shall not be granted until compliance with this Article, and all Federal, State and local laws, including Building Permits, Codes, etc., have been met for all associated facilities (i.e. hangars, offices, etc.)

D. **Insurance for Full Service Fixed Base Operator** - As a condition to the validity of a Lease Agreement, Lessee shall procure and maintain in full force and effect a policy or policies of insurance as specified herein:

Commercial General Liability

Combined Single Limit for

Bodily Injury and Property Damage

1,000,000. each occurrence

Products & Completed Operations

1,000,000. Combined Single Limit
for Property Damage restricted to
100,000. for Bodily Injury

Hangarkeeper's Liability

50,000 each aircraft
100,000 each occurrence

Owned/Leased Aircraft

1,000,000 combined single limit
restricted to 100,000. per
passenger seat

Motor Vehicle

500,000 CSL

Any operator using service vehicles on airport premises in support of its operations shall maintain the above coverage.

E. **Hours of Operation** - The normal hours of operation shall be at the Operator's discretion, but shall be a minimum of 8 hours per day 7 days per week.

ARTICLE 7. FIXED BASE OPERATOR - LIMITED SERVICE

A. **Definition** - A person, firm or corporation which performs one or more of the following types of services, but does not meet the qualifications of a Full service Fixed Operator as described in Article 6 hereof:

Insurance Requirements (Page 13)

- | | |
|--|---|
| 1. Charter Operations | (1, 3 & 4(a) & (b)) |
| 2. Pilot Training | (1, 3 & 4(a) & (b)) |
| 3. Aircraft Rental | (1, 3 & 4(a) & (b)) |
| 4. Aerial Photography | (1, 3 & 4(a) & (b)) |
| 5. Crop Dusting | (1, 3 & 4(a) & (b)) |
| 6. Sale of Aviation Petroleum Products | (3, 4, 5 & 6) |
| 7. Air Carrier Operations | (1, 3 & 4(a) & (b)) |
| 8. Aircraft Sales and Rentals, and Services incidental thereto | (1, 3 & 4(a) & (b)) |
| 9. Airframe and Power Plant Repair Services | (3, 4(a) & (b) & 6) |
| 10. Avionics Sales and/or Services
in
control, then | (3 & 4(a) & (b)) (if any aircraft is ever
their care, custody and
(6) would apply). |
| 11. Any other activity, because of its direct relationship to the operation of aircraft,
can be regarded as an aeronautical activity. | |

B. **Qualifications** - A person or firm shall qualify as an FBO upon proof of financial stability and responsible business enterprise.

C. **Approval** - Anyone desiring to operate as an FBO will be subject to review and approval by the Board.

D. **Land** - Sufficient area for the proposed operations including automobile parking, training, aircraft tiedowns and / or hangar space.

E. **Buildings** - Lease or construct adequate and properly lighted, heated and air-conditioned space that complies with the needs of the business.

F. **Personnel** - At least one properly FAA certificated flight/ground instructor to cover the type training offered.

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G. **Aircraft** - At least one owned/leased properly certificated aircraft equipped for the type flight instruction to be offered. If leased, documentation authorizing the operator to utilize said aircraft for flight instruction must be provided.

H. **Requirements** – Must meet and comply with all federal, state and local codes, rules and regulations.

I. **Insurance** - The following shall be maintained as appropriate to the business:

(1) Aircraft Liability

Bodily Injury & Property Damage	1,000,000.combined single limit restricted to 100,000. per passenger
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(2) Student/Renter Pilot Coverage- must be provided by student or renter

Bodily Injury & Property Damage	500,000 CSL
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(3) Motor Vehicle

500,000 CSL

(4) (a) Commercial General Liability

Combined Single Limit for Bodily Injury and Property Damage	1,000,000. each occurrence
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(b) Fire Legal

Minimum 50,000 (based on size of
office being occupied.

(5) Products & Completed Operations

1,000,000. combined single limit
for Property Damage restricted
100,000. for Bodily Injury

(6) Hangarkeeper's Liability

50,000. each aircraft
100,000. each occurrence

J. **Hours of Operation** - The normal hours of operation shall be at the operator's discretion, but should be reasonably available to the public.

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ARTICLE 8. COMPLIMENTARY SERVICES

Persons who are not FBO's desiring to engage in two or more commercial aeronautical activities, must provide as a minimum the following:

- A. **Land** - The leasehold for multiple activities must comply with the space requirements contained in the Article applying to the activity that requires the largest amount of space.
- B. **Buildings** - Lease or construct a building that complies with the space requirements contained in the Article applying to the activity that requires the largest amount of space. Provide sufficient automobile parking to accommodate employees and customers.
- C. **Personnel** - Minimum personnel appropriately rated to perform the specific functions for the services to be offered. Multiple responsibilities may be assigned to personnel to meet personnel requirements for all activities.
- D. **Hours of Operation** - The normal hours of operation shall be at the operator's discretion, but should be reasonably available to the public.
- E. **Services** - All services specifically required for each activity must be provided during the hours of operations.
- F. **Equipment** - All equipment, specifically required for each activity, must be provided.
- G. **Insurance Coverage** - The Lessee will obtain the highest single coverage in the amount established for each type of insurance required for the specific activity.
- H. **Exclusions** - Persons providing Multiple Services are prohibited from providing Public Fuels Dispensing Service.
- I. **Facility Compliance** - All facilities must be in compliance with all Federal, State and Local laws concerning Certificates of Occupancy, Building Permits, and Codes, prior to being granted permission to engage in any activity described in Article 10.

ARTICLE 9. PUBLIC AIRCRAFT FUEL DISPENSING SERVICE

FBO's shall comply with the following minimum standards for aircraft fuel dispensing service in addition to the standards outlined:

A. **Aircraft Service Equipment** - Emergency starting equipment, adequate fire extinguishers and towing equipment.

B. **Services** - Fuel, park and tie down aircraft, oil, inflate tires, change aircraft engine oil, provide minor repairs and services not requiring certified mechanic.

C. **Fuel** - Lessee shall provide at least two grades of aircraft fuel, including 100 octane and Jet A. MOGAS, when provided, shall meet the designated FAA specifications for the type of fuel being provided and shall be supplied only to those aircraft that have been certified under the appropriate supplemental type certificate to use this fuel.

D. **Fuel Facilities** - Two metered filter-equipped dispensers (fixed may be used for 100 octane) mobile for dispensing fuel. Separate dispensing pumps and meters for each grade of fuel are required.

1. **Trucks** - If Lessee utilizes mobile dispensing trucks, such trucks shall have a minimum capacity of 600 gallons for 100 octane and 2,000 gallons for Jet A. Trucks shall be properly maintained, operated and equipped in accordance with applicable FAA and national Fire Protection Association recommendations, requirements and regulations.

2. **Tank Farm** - Lessee will provide two fixed storage tanks, capacity of 10,000 gallons each (1,000 gallons for MOGAS)

a. Fuel storage tanks shall be above ground unless otherwise authorized and such installation shall be in a location approved by the Lessor in the Fuel Farm and shall comply with applicable Uniform Building Code standards, fire codes and ordinances of the Lessor, and recommendations of National Fire Protection Association. Aviation fuel tanks shall have walk-in capabilities for cleaning and maintenance.

b. Fuel storage tanks shall comply with requirements set out by Environmental Protection Agency, the Texas Water Commission and the FAA.

c. All plans and specifications for improvements on Tank Farms (including landscaping) shall be prepared and presented to the Lessor and shall require the written approval of the Lessor before any construction or installation may be undertaken.

d. All construction or improvements on Tank Farms shall conform with any general architectural requirements of these standards and shall be undertaken in accordance with local, State and Federal codes, ordinances and regulations now in

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force or hereinafter prescribed. Lessee shall, at its sole cost and expense, obtain all necessary building permits and all labor and material bonds.

e. Lessee shall, at its sole cost and expense, maintain Fuel Farm, all improvements thereon, and all appurtenances thereto, in a presentable condition consistent with good business practice and equal in appearance and character to other similar improvements on the Airport. Lessee shall maintain and repair or cause to be repaired, all damages, whether caused by its employees, patrons, or suppliers and shall keep its premises in a safe, neat and good physical condition.

f. Lessee shall, in the event it shall become necessary to make physical changes on its premises, because of Federal or State of Texas regulations, promptly make such changes and installations at its sole expense, subject to the approval of the Lessor, who in their reasonable discretion, shall be the sole judge of the quality of maintenance. Upon written notice by the Lessor to Lessee, Lessee shall be required to perform whatever reasonable maintenance deemed necessary. If said maintenance is not undertaken by Lessee within ten days after receipt of written notice, the Lessor shall have the right to enter upon the demised premises and perform the necessary maintenance, the cost of which shall be borne by Lessee.

E. **Hours of Operation** - Basic Requirement: Fueling service shall be provided from 8:00 a.m. to sundown seven days a week.

F. **Insurance Coverage**

<u>Commercial General Liability</u> Combined Single Limit for Bodily Injury and Property Damage	1,000,000. each occurrence
<u>Products & Completed Operations</u>	1,000,000. combined single limit for Property Damage restricted to 100,000. for Bodily Injury
<u>Hangarkeeper's Liability</u>	50,000. each aircraft 100,000. each occurrence
<u>Motor Vehicle</u>	500,000 CSL

Any operator using service vehicles on airport premises in support of its operations shall maintain the above coverage.

G. **Fire extinguishers** - will be readily available during all refueling or defueling. Personnel will be trained in the use of such equipment as well as in rescue operations.

H. **Static discharging ground wires** - will be attached to the aircraft, the fuel tank, or refueling pit, and to zero potential (ground) before any fueling operations.

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I. **Adequate fuel filters and water traps** - will be installed on all fuel handling equipment and a suitable program for periodically conducting water contamination checks will be established and followed.

J. **Personnel used to dispense aircraft fuels and lubricants** - will be trained in the proper recognition of aircraft fuel tank markings, kinds and grades of aircraft fuel and lubricants, and safety precautions necessary for fuel handling.

K. **In all matters related to aircraft fueling safety and servicing** - the provisions of NFPA Manual 40 "Aircraft Fuel Servicing", together with American Petroleum Institute quality control standards, as such documents may be amended from time to time, shall be used as the basis for all airport fueling operations. In the event of conflict between such documents and the standards set forth elsewhere herein, the standards set forth herein shall control.

L. **Flowage Fee** - Lessee will pay to Lessor a fuel flowage fee as established by the Lessor. Flowage fees are payable by the tenth day of the month following delivery of fuel into Lessees tanks. Lessee will submit to Lessor a report of fuel purchases each month by the tenth of the month following purchase.

ARTICLE 10. NON-PUBLIC AIRCRAFT FUELS AND OIL DISPENSING

Lessee desiring to conduct non-public aircraft fuel and oil dispensing shall meet the following minimum standards and provide the following minimum facilities:

Restriction: Lessee holding Non-public Aircraft Fuel Dispensing Leases shall not sell or deliver aircraft fuels to anyone other than Lessee. Fueling of any aircraft not owned or leased by Lessee (except in case of emergency) shall result in immediate revocation of the right to bring fuel upon, or store fuel on, Airport property. Upon request by the Lessor, Lessee shall provide evidence of ownership or lease of any aircraft being fueled. A corporation may not be formed for the expressed purpose of providing fuel services under this standard.

A. **Personnel** - engaged in dispensing aircraft fuel shall be properly trained with regard to safety procedures.

B. **Fuel** - Lessee shall provide only the type or grade of fuel required to service the Lessee's aircraft.

C. **Fuel Facilities** - Metered, filter-equipped dispensers fixed or mobile for dispensing grades of gasoline required. Separate dispensing pumps and meters for each grade of fuel are required.

1. **Trucks** - If Lessee elects to utilize mobile dispensing trucks, such trucks shall have a minimum capacity of ~~250~~500 gallons for each type provided. Trucks shall be properly maintained, operated and equipped in accordance with applicable FAA and National Fire Protection Association recommendations, requirements and regulations.

2. **Tank Farms**

a. If Lessee elects to utilize fixed storage tanks, such storage tanks for each type of fuel shall have minimum capacity of ~~1,000~~ 10,000 gallons each. Fuel storage tanks shall be above ground with ~~self contained~~ double wall unless otherwise authorized and such installations shall be in a location approved by the Lessor in the Fuel Farm, and shall comply with applicable, uniform Building Code standards, fire codes and ordinances of the Lessor and recommendations of the National Fire Protection Association.

b. Fuel storage tanks shall comply with requirements set out by (TCEQ) Texas Commission on Environmental Quality, ~~Environmental Protection Agency~~, the Texas Water Commission and the FAA.

c. All plans and specifications for improvements on Tank Farms (including landscaping) shall be prepared and presented to the Lessor and shall require the written approval of the Lessor before any construction or installation may be undertaken.

d. All construction or improvements on the Tank Farm shall conform with any general architectural requirements and shall be undertaken in accordance with local,

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State and Federal codes, ordinances and regulations now in force or hereinafter prescribed. Lessee shall, at its sole cost and expense, obtain all necessary building permits and all labor and material.

e. Lessee shall, at its sole cost and expense, maintain fuel farm, all improvements thereon, and all appurtenances thereto, in a presentable condition consistent with good business practice and equal in appearance and character to other similar improvements on the Airport. Lessee shall repair all damages caused by its employees, patrons, or their operation thereon; shall maintain and repair all equipment thereon; and shall keep its premises in a safe, neat, sightly and good physical condition.

f. Lessee shall, in the event it shall become necessary to make physical changes on its premises, promptly make such changes and installations at its own expense, subject to the approval of the Lessor. Upon written notice by Lessor to Lessee, Lessee shall be required to perform whatever reasonable maintenance Lessor deems necessary. If said maintenance is not undertaken by Lessee within ten days after receipt of written notice, Lessor shall have the right to enter upon the demised premises and perform the necessary maintenance, the cost of which shall be borne by the Lessee.

D. Insurance Coverage

Aircraft Liability

Bodily Injury	1,000,000 each person
Property Damage	1,000,000 each accident

E. **Fire extinguishers** - will be readily available during all refueling or defueling. Personnel will be trained in the use of such equipment as well as in rescue operations.

F. **Static discharge ground wires** - will be attached to the aircraft, the fuel tank, or refueling pit, and to zero potential (ground) before any fueling operations.

G. **Adequate fuel filters and water traps** - will be installed on all fuel handling equipment and a suitable program for periodically conducting water contamination checks will be established and followed.

H. **In all matters related to aircraft fueling safety and servicing** - the provisions of NFPA Manual 407 "Aircraft Fuel Servicing", together with American Petroleum Institute quality control standards, as such documents may be amended from time to time, shall be used as the basis for all airport fueling operations. In the event of conflict between such documents and the standards set forth elsewhere herein, the standards set forth herein shall control.

ARTICLE 11. FLYING CLUBS

In an effort to foster and promote flying for pleasure, develop skills in aeronautics, including pilotage, navigation, and an awareness and appreciation of aviation requirements and techniques, the category of Flying Clubs is added to these Minimum Standards.

All flying clubs desiring to base aircraft and operate on the airport must comply with these Minimum Standards and Requirements.

A. **Non-Profit Status** - The club shall be a nonprofit corporation, association or partnership organized for the express purpose of providing its members with aircraft for their personal use and enjoyment only. The ownership of the aircraft must be vested in the name of the flying club (or owned proportionately by all its members). Each member must be a bonafide shareowner of the aircraft or a stockholder in the corporation, or member of the association or partnership. The property rights of the members of the club shall be equal and no part of the net earnings of the club will insure to the benefit of any member in any form (salaries, bonuses, etc.). The club may not derive greater revenue from the use of its aircraft than the amount necessary for the operations, maintenance and replacement of its aircraft.

B. **Limitations** - Flying clubs may not offer or conduct charter, air taxi, or rental of aircraft operations. They may not conduct aircraft flight instruction except for regular members, and only members of the flying club may act as pilot-in-command of the aircraft except when receiving dual instruction. No flying club shall permit its aircraft to be utilized for the giving of flight instruction to any person, including members of the club owning the aircraft, except when instruction is given by the Lessee based on the Airport who provides flight training. Any qualified mechanic and/or flight instructor who is a registered member and part owner of the aircraft owned and operated by the flying club shall not be restricted from doing maintenance work and/or giving instruction in aircraft owned by the club, so long as the club does not become obligated to pay for such maintenance work or instruction, except that such mechanics and instructions may be compensated by credit against payment for dues or flight time.

C. **Goods and Services** - All flying clubs and members are prohibited from leasing or selling any goods or services whatsoever to any person or firm other than a member of such club except that said flying club may sell or exchange its capital equipment.

D. **Compliance** - A flying club shall abide by and comply with all federal, State and local laws, ordinances, regulations and the Rules and Regulations of the Airport.

E. **Organization** - The flying club, shall furnish the Lessor a copy of its charter and by-laws, articles of incorporation/association, partnership agreement or other documentation supporting its existence; a roster, or list of members including names of officers and Directors, and investment share held by each member to be revised on a semi-annual basis; evidence of insurance in the form of a Certificate of Insurance with the Lessor named as additional insured (ten days prior notice of cancellation shall be filed with the Lessor); number and type of aircraft; evidence that aircraft are properly certified; evidence that ownership is vested in the club; and operating rules of the club. In addition, the club shall maintain a set of books showing all club income and expense. Said books shall be available for inspection by the Lessor to determine compliance with this provision.

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F. Insurance

General Liability

Bodily Injury & Property Damage

1,000,000. each occurrence

G. **Violation** - A flying club which violates any of the foregoing, or permits one or more members to do so, will be notified in writing of the violation and given ten days in which to correct said violation. Should such violation not be corrected within ten days, the Lessor shall have the right to terminate the tenancy.

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ARTICLE 12. AIRPORT TENANT

A person having the use designation of "Airport Tenant" shall be limited to the following and only the following uses:

Storage of wholly owned or leased aircraft and service and maintenance on wholly owned or wholly lease aircraft.

Such person may provide fuel for owned/leased aircraft, but only after meeting the requirements of Article 10 Non-Public Fuel Dispensing. Such person shall not hangar aircraft owned by others, nor offer, nor provide, for financial gain, any services whatsoever to others, except, however, other's aircraft may be temporarily hangared without compensation. "Temporarily" means less than sixty days in any one-calendar year.

A. Insurance

Aircraft Liability

1,000,000. combined single limit
100,000 per passenger seat

*****For non-typical aircraft for which above minimums are not available, limits as close to the above will be acceptable at the discretion of the Airport Administration.**

B. **Hangars** - Due to the variety of single and multi-occupancy hangars, a single, minimum standard for building and acreage is not established. Therefore, each application under this standard will be considered on its own merits.

ARTICLE 13. AIRCRAFT HANGARS (9)

Any person desiring to construct aircraft storage facilities for leasing to Airport operators must lease and/ or provide as a minimum the following:

A. **Land** - Sufficient land area to construct the proposed hangar storage facilities to include hangar(s), hangar apron, taxilane and auto parking spaces.

B. **Building Codes** –

1. Buildings must meet Lessor building codes, FAA/TxDOT standards for apron and taxilanes, and provide electrical power for inside/outside lighting.
2. Construction must meet guidelines outlined in Article 14.

ARTICLE 14. AIRPORT CONSTRUCTION PROCEDURES

The following construction guidelines shall apply to those desiring to build facilities on the Airport.

A. **General** - The Airport Layout Plan (ALP) shall be adhered to. Any deviations from the ALP shall be reviewed by the Board, and approved by the Lessor. Subsequent to Lessor approval, FAA Form 7460, Notice of Proposed Construction and Alteration shall be submitted to the Federal Aviation Administration FAA for review.

B. **Plans and Specifications** - A Lessee shall have the right to erect and construct improvements or alterations thereto on the leased premises but, prior to the commencement of construction, Lessee shall submit preliminary plans, elevation, specifications and renderings, if necessary, descriptive of the proposed construction to the Airport Board. Upon approval of such preliminary plans, Lessee shall prepare and submit complete plans and specifications to the City of Midlothian as outlined below of the proposed construction.

C. **Site Plan** - The developer must provide three complete sets of plans of the site plans for review. The site plan shall include, but not limited to the following:

1. Surveyed and identified with site number and written description.
2. Easements for utilities (both public and private) must be provided and shown on the site plan. Existing utilities on lease sites serving other sites must also be identified and shown on the site plans.
3. All hardstands, taxiways, access roads, buildings and any other operational Airport facilities on an area around the property line equal to the height of the building or structure, but no less than ten feet shall be shown on the site plans.
4. The site plan shall show all site paving, parking, site ingress, egress and drainage. Drainage patterns shall be shown by surface elevations illustrated as contour lines at intervals no greater than one foot, both present and future planned, placed upon the site plan.
5. Fire lanes and fire hydrant locations shall be shown on the site plan.
6. A layout of fencing, security gates, and a plan for the separation of vehicles and aircraft must be shown.

D. **Building Plan (Architectural Drawings)** - Although additional information may be required for review, the minimum information necessary for review is as follows:

1. Floor plans
2. Intended uses of internal space

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3. Dimensions for all internal space
 4. Roof plans
 5. Building heights
 6. Materials
 7. Colors
 8. Finishes
 9. Lighting (Interior & Exterior)
 10. Building area (square footage)
 11. Any other information pertinent to the building(s) and facilities to be constructed.

E. **Sign Plan Preparation** - Although additional information may be required, the minimum information necessary for review is as follows:

1. Graphic layout
2. Size
3. Location on site
4. Construction details and material
5. Color
6. Height (sign height and ground elevation to top)
7. If illuminated, indicate arrangement and type
8. Location sign (Airport building location number)
9. Any other pertinent information

F. **Landscape Plan Preparation** - A landscape must be provided of the site plan preparation to show where applicable, location and type of the following items:

1. Trees and shrubs
2. Ground cover
3. Walkways

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4. Slope stabilization (retaining walls)
5. Berming and mounding
6. Grading
7. Landscaped area (square footage)
8. Any other pertinent information

G. Architectural Design Guidelines

1. **Materials** - The number of materials used for the exterior of the buildings shall be kept to a minimum in order to achieve unity and simplicity.
2. **Design**
 - a. Rectangular building shapes are recommended.
 - b. No storage or portable buildings are permitted.
 - c. Gable type roof pitches are recommended.
 - d. Free standing canopy type hangars are permitted (unenclosed structure) at the discretion of the Lessor. Carports/canopies attached to permanent buildings are acceptable.
 - e. Buildings shall be: (1) aligned parallel or perpendicular to the Airport's Building Restriction Line (BRL), (2) located at a uniform setback distance from the BRL, and compatible with adjacent development. The distance from the building's exterior wall to the BRL and angle of orientation to the BRL shall be shown on the site plan.
 - f. Predominate exterior shall be white, neutral or earth tones.
 - g. Temporary buildings will be permitted at the discretion of the Lessor, and with sufficient justification for said building, as opposed to a permanent structure. Temporary buildings to be constructed, must meet the Minimum Space Requirements as set forth for construction of new buildings.
3. **Workmanship** - All construction work to be performed by Lessee or its contractor, including all workmanship or materials, shall be a first class quality and shall be performed in accordance with the plans and specifications approved by the Lessor. Lessee agrees that, if reasonably required by the Lessor, it shall deliver to the Lessor "as built" transparencies of the improvements constructed by it and all other construction which may

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be performed by and shall, during the term of its Lease, keep such transparencies, current, showing therein any changes or modifications which may be in or to the improvements.

H. **Indemnity** - A Lessee shall include in all construction contracts entered into by it, a provision requiring the contractor to indemnify hold harmless, defend and insure the Lessors, its officers, Agents and Employees, against the risk of death, injury, or damage to persons or property, direct or consequential, arising out of or in connection with the performance of any or all of such construction work. The Lessee shall require the contractor to furnish liability insurance in such reasonable amounts as may be approved by the Lessor. In the alternative, the Lessee itself may provide the liability insurance otherwise required of the contractor.

I. **Bonds** - Prior to commencement of construction, Lessee shall deliver to Lessor bonds of the following nature:

1. Performance Bond in the amount of the construction contract, conditioned faithful performance of the work in accordance with the plans, specifications, and contract documents;
2. Payment Bond in the amount of the construction contract, conditioned for the prompt payment of all labor, material and subcontracts supplied or performed under the construction contract.
3. The bonds shall designate the Lessee's Prime Contractor, as principal; the Lessor and Lessee as assureds; and shall be issued by a corporate surety acceptable to the Lessor and Lessee.

J. **Issuance of Building Permits** - The Issuance of building permits will be done after a lease has been approved. Upon completion of site plan review, approval of the Building Plans and approval of lease, the building permit may be issued.

K. **Inspection** - The following departments shall be contacted for inspections during construction stages.

1. Public Water and Sewer - Water Department
2. Fire Hydrants on Public Water Systems - Water Department
3. Fire Hydrants - Fire Department
4. Paving, Parking Lots, Roadways, Drainage, Facilities, Ramps, Taxiways, and Runways - Public Works
5. Building Construction - Public Works

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6. Final Inspection and Occupancy Permits (only when other departments have cleared their inspections) - Inspection Division

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MID-WAY REGIONAL AIRPORT

AIRPORT RULES AND REGULATIONS

Revised: ~~October 6, 2009~~ March __, 2020 (Date once approved)

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SECTION 1. AIRPORT OWNERSHIP, PURPOSE AND ADOPTION

1. The Mid-Way Regional Airport is jointly owned by the City of Midlothian and the City of Waxahachie.
2. The Rules and Regulations published herein have been established in the public's interest for the safe and efficient operation of the Mid-Way Regional Airport.
3. The Cities, by Joint Airport Agreement, effective April 20, 1992 appointed the Mid-Way Airport Board (formerly the Midlothian/Waxahachie Municipal Airport Joint Airport Board) to operate and develop the Airport, and did grant the Board and the Airport Manager the power to enforce these Airport Rules and Regulations.
4. These Rules and Regulations were approved by the Midlothian/Waxahachie Municipal Airport Joint Airport Board on August 27, 1992; and approved by the City Council of Waxahachie by ordinance on September 8, 1992, to become effective September 15, 1992.
5. The Mid-Way Airport Board amended these Rules and Regulations and they were approved by the City Council of Waxahachie on October 19, 2009 and by the City of Midlothian on November 10, 2009.
6. The Mid-Way Airport Board amended these Rules and Regulations and they were approved by the City Council of Waxahachie on March __, 2020 and by the City of Midlothian on March __, 2020. (Dates once approved)

SECTION 2. DEFINITIONS

Aircraft - Any weight-carrying structure for navigation in the air and which obtains support by the dynamic reaction of the air to any obstruction connected with the structure. Gliders or ultralights, either powered or unpowered, will be considered aircraft.

Airport - All of the land, improvements, facilities and development within the boundaries of the Mid-Way Regional Airport, hereinafter referred to as the "Airport".

Airport Board - The Mid-Way Airport Board, hereinafter referred to as the "Board".

Cities - The City of Midlothian and the City of Waxahachie are joint owners of the Airport and shall hereinafter be referred to as the "Cities" or "City Councils".

Person - Any individual, firm, partnership, corporation, association or company (including any assignee, receiver, trustee or similar representative thereof) or the United States of America or any foreign government or any state or political subdivision thereof.

SECTION 3. USE OF AIRPORT RESTRICTED

No person shall use the Airport for any commercial activity, unless approved by the Airport Board.

SECTION 4. GENERAL RULES AND REGULATIONS

The following rules and regulations shall be observed in the use and operation of the Airport:

Rule 1. Safeguard of Persons and Property

The Airport Manager shall at all times have the authority to take necessary and legal actions to safeguard any person, aircraft, equipment or property at the Airport.

Rule 2. Lease of Airport Property

- a) The Cities, upon recommendation of the Board, may lease property within the Airport for the construction of hangars, buildings, aprons, taxiways, auto parking lots, and other facilities in accordance with the approved Airport Master Plan and the Airport Layout Plan.
- b) No Airport property shall be leased for non-aeronautical purposes unless such property is extraneous to Airport needs, or the non-aeronautical use is to support aeronautical activities such as rental cars, vending machines, and other services.
- c) Proposals for first time lease of Airport lands for any purpose, and proposals for lease of any part of the Airport for non-aeronautical use will be entered into only on recommendation by the Board and approval of the City Councils.
- d) The Board may enter into contracts, leases and other arrangements with any person granting the privileges of using the Airport or designated portions thereof or space therein for commercial aeronautical purposes following the procedures, terms, conditions and requirements in the Minimum Standards of Mid-Way Regional Airport, and subject to all statutory legal requirements and restrictions applicable to the two Cities.
- e) The Board shall fix the charges, rentals or fees for use of the Airport land, facilities or services.

Rule 3. Lien for Charges

To enforce the payment of any charge made for repair, improvements, storage or care of any personal property, made or furnished by the Cities or agents, in connection with the operation of the Airport, the Cities shall have a lien upon such personal property, which shall be enforceable as provided by law. The Airport Manager may retain possession of such personal property until all reasonable, customary and usual compensation shall have been paid in full.

Rule 4. Unauthorized Signs, Equipment and Buildings

No signs, non-aeronautical equipment, portable buildings, **trailers of any type** or house trailers may be erected, moved in or installed on the Airport property except as may be specifically authorized by the Airport Manager **in writing. Any violation can be ticketed or request to be towed and subject to Municipal Court. Any authorized trailer parked on the airport will pay monthly fee set by Airport Board.**

Rule 5. Damage to Airport

Any person causing damage of any kind to the Airport, whether through violation of any of these rules or through vandalism or any act of negligence, shall be liable therefore in and to said Cities.

Rule 6. Injury to Persons

Persons entering upon Airport grounds do so at their own risk and with no liability incurring to the Cities for any injury or damage to person or property. Further, any person desiring to use the Airport shall observe and obey all laws, resolutions, orders, and Rules and Regulations promulgated and enforced by the Cities, Board, Airport Manager or by any other authority having jurisdiction over the conduct and operation at the Airport.

Rule 7. Access From Off Airport Property

Through-the-Fence Operations Prohibited – No private individual, partnership, FBO, company, or corporation shall be permitted direct ground access to the Airport by their aircraft, customers' aircraft, or private vehicle from property adjacent to or in the immediate vicinity of the Airport. Furthermore, no private individual, partnership, company, corporate, or customers' aircraft or vehicle shall be permitted direct ground access to property from the Airport – a practice commonly known as a “through-the-fence operation.” Under extenuating circumstances, the Airport Board and Cities Council may request approval from TxDOT Aviation Division for certain through-the-fence operations on a case by case basis.

Rules 8-12. Reserved

SECTION 5. AIRCRAFT AND AIRCRAFT OPERATIONS**Rule 13. Federal Air Traffic Rules**

Federal Aviation Regulations of the Federal Aviation Administration for aircraft operated anywhere in the United States, and presently or hereafter effective, are hereby referred to, adopted and made a part hereof as though fully set forth and incorporated herein.

Rule 14. Authority to Suspend Operations

The Airport Manager **or his/her designee** may suspend or restrict any or all Airport operations whenever such action is deemed necessary in the interest of safety.

Rule 15. Registration

Registration – Each person owning an aircraft based at the Airport, or any person based and receiving flight instruction toward an FAA rating at the Airport **or any aircraft that is transported to the airport with authorization per visit by Airport Manager to operate on the airport (daily basis)** shall register at the office of the Airport Manager their name, address, telephone number, aircraft model, aircraft registration “N” number, and the name, address, and telephone number of their next of kin or person to be notified in case of an accident or emergency.

Rule 16. Registered Aircraft/Licensed Pilots

Licensed Pilots – Only aircraft with current and correct FAA Certificates of Registration and Airworthiness and persons holding valid and current airman and medical certificates issued by the FAA, for those flight operations requiring medical certificates, shall be authorized to operate aircraft upon the Airport except as provided in this ordinance / order. This limitation shall not apply to students-in-training under licensed instructors or to public aircraft of the Federal government or of a State, Territory, or political subdivision thereof, or to aircraft licensed by a foreign government with which the United States has a reciprocal agreement covering the operation of such licensed aircraft. Use of the Airport by ultralight aircraft (FAR 103) and light sport aircraft in the weight shift control and powered parachute class shall be subject to approval by the Airport Manager and shall be in accordance with FAA Order 5190.6 (latest change) and appropriate FARs Part 61 and 103 and any other rules established by the City.

Rule 17. Intoxicants and Narcotics Prohibited

No person under the influence of an intoxicant or narcotic shall operate or fly in any aircraft upon or over the Airport; provided however, such prohibition shall not apply to a passenger when accompanied by a nurse or caretaker in an aircraft apart from the pilot.

Rule 18. Foreign Objects

No foreign objects, including bottles, cans, scrap or any object that may cause damage to an aircraft shall be left upon the floor of any building or upon any part of the surface area of the Airport.

Rule 19. Fueling of Aircraft

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- a) Aircraft shall not be fueled while the engine is running or while in a hangar or other enclosed place, except that agricultural spray aircraft and traffic or law enforcement helicopters on a fast-turn-around may be fueled and or loaded with chemicals with the aircraft engine idling if the Airport Manager has provided written authority to the operator and if the wheels are chocked and there are at least two (2) 20B portable fire extinguishers within 50 feet and a qualified ground crew member is present during the fueling operation.
- b) All aircraft will be positively grounded when being serviced with fuel. Aircraft being serviced by a fuel truck will be grounded to the fuel truck.
- c) All aircraft shall be fueled clear of all hangars and other buildings.
- d) All aircraft fueling, fuel equipment, and procedures will be in accordance with Manual 407 – “Standard for Aircraft Fuel Servicing, ~~2007~~ 2017 edition,” (or as revised) published by the National Fire Protection Association, 1 Batterymarch Park, Quincy MA 02169-7471, 800-344-3555, <http://catalog.nfpa.org>
- e) Persons or aviation businesses wishing to supply and dispense aviation fuel for their private use must first obtain permission from the Board under the "Minimum Standards for Commercial Aeronautical Activities, Mid-Way Regional Airport".
- f) Public sale of automobile gas for use in aircraft will not be permitted on the aprons without approval of the Airport Manager. Aircraft authorized by the FAA to use automobile gas may be privately fueled by their owner only after compliance with established rules adopted by the Board.
- g) Aviation or auto fuels will not be stored within hangars except as a defueling operation and as permitted by the fire marshall for the purpose of conducting maintenance in those hangars where maintenance is permitted
- h) Fuel storage tanks will be registered, inspected and certified in accordance with the State laws and the Rules and Regulations of the Texas Water Commission, Fuel storage tanks will be installed in accordance with U.S. Environmental Protection Agency and Texas Water Commission Rules and Regulations.

Rule 20. Tiedown of Aircraft

- a) All aircraft not hangared shall be tied down or secured at night and during inclement weather.
- b) All aircraft owners or their agents are responsible for the tiedown or security of their aircraft at all times.

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Rule 21. Running Aircraft Engines

- A.** Aircraft not equipped with adequate brakes shall not be started until the wheels have been set with chocks attached to ropes or other suitable means of removing them.
- B.** No aircraft will be left running without a qualified person at the controls.
- C.** No aircraft engine shall be started or run inside any building or hangar.
- D.** No engine shall be started, run up, or warmed up until and unless the aircraft is in such position that the propeller stream or jet blast will clear all buildings, other aircraft, and groups of people.

Rule 22. Damage to runway Lights or Fixtures

Any person damaging any field light or fixture by operation of an aircraft or otherwise shall immediately report such damages to the Airport Manager. Persons causing damage to runway and taxiway lights, as a result of negligent operation of an aircraft or willful acts will be liable for replacement cost of the light(s) and/or fixtures.

Rule 23. Parking Aircraft

- a) Unoccupied aircraft shall not be parked or tied down on or within three hundred fifty (350) feet of the centerline of the runway; and all unhoused aircraft shall be parked in the areas designated by the Airport Manager for that purpose. Unoccupied aircraft shall not be parked or tied down within any protected area (object free area, runway safety area, etc.) as described in FAA AC 150/5300-13 (latest change).
- b) Aircraft will not be parked within fifty (50) feet of an aircraft fuel pump except when the aircraft is being fueled.
- c) Aircraft will not be parked in such a manner as to hinder the normal movement of other aircraft or traffic unless specifically authorized by the Airport Manager as an emergency measure.
- d) It is the responsibility of the pilot when leaving a parked aircraft unattended to see that the brakes are set or that the plane is properly chocked and /or tied down.

Rule 24. Wrecked Aircraft

Every aircraft owner, his pilot and agents, shall be responsible for notifying FAA of disabled or wrecked aircraft and for the prompt removal of disabled or wrecked aircraft from the operational areas of the Airport, under the direction of the Airport Manager.

Rule 25. Repairs to Aircraft

All outside repairs shall be made at locations designated by the Airport Manager for such purpose.

Rule 26. Taxiing Aircraft

- a) No person shall taxi an aircraft until it has been ascertained that there will be no danger of collision with any person or object in the immediate area.
- b) Aircraft will be taxied at a safe and prudent speed, and in such manner as to be at all times under the control of the pilot
- c) Aircraft not equipped with adequate brakes will not be taxied near buildings or parked aircraft unless an attendant is at a wing of the aircraft to assist the pilot.
- d) Aircraft shall not taxi onto the runway from the ramp and taxiway area if there is an aircraft approaching to land, or on the ground in take-off position.

Rule 27. Traffic Advisory

All pilots are encouraged to call Mid-Way UNICOM frequency 122.975 MHz to determine the active runway and to announce their position and intentions for safe take-off and landing.

All Pilots are encouraged to receive current local field conditions from the Automated Weather Observation System (AWOS) on 119.575 before entry of the traffic pattern.

Rule 28. Take-offs on Apron or Other Areas

No take-offs or landings shall be made on the apron, parking ramp or taxiway by fixed wing aircraft except by special permission of the Airport Manager.

Rule 29. Touch and Go Landings

Touch and go landings may be made at the discretion of the pilot. All aircraft shall be encouraged to use the UNICOM during these operations.

Rule 30. Take-Off Climb

On take-off all aircraft should climb straight out to a level of four hundred (400) feet AGL, clear the Airport boundary and execute a ninety (90) degree turn to the left. To leave traffic, the aircraft shall climb to one thousand (1,000) feet before executing a forty-five (45) degree climbing turn to the right out of traffic.

Rule 31. Traffic Pattern Altitude

Traffic pattern altitude for aircraft is one thousand (1,000) feet above ground level (AGL).

Rule 32. Traffic Flow

All aircraft landing at the Airport shall fly a standard left-hand traffic pattern as indicated on the segmented circle traffic arms at an altitude of one thousand (1,000) feet above the ground. Pattern entry shall be made at an angle of forty-five (45) degrees to the active runway with the runway to the pilot's left at all times. Entry shall be made at the midpoint of either the upwind or downwind leg.

Rule 33. Aircraft Turn

Any aircraft within three (3) miles of the Airport at an altitude of less than one thousand five hundred (1,500) feet above the ground shall conform to the flow of traffic. All aircraft shall establish their pattern altitude before entering the traffic pattern and shall not deviate from this altitude (except in an emergency) until descent for landing is necessary.

Rule 34. Student Training and Practice Flying

- a) Flight instructors shall be informed and shall inform students on all Rules and Regulations in effect at the Airport.
- b) By notices posted in the office, the Airport Manager may designate limited areas of the Airport and local areas for practice flying and student training.
- c) Aircraft shall not be permitted to remain on the landing or take-off areas for the purpose of instructing students.

Rule 35. Common Courtesy

Aircraft entering the traffic pattern shall exercise caution and practice courtesy so as not to cause aircraft already in the pattern to deviate from their course.

Rule 36. Special Procedures

The Airport Manager may, in the interest of safety, designate special traffic procedures for certain operations, such as air shows, agricultural operations, lighter than air operations, ultralights, etc.

Rule 37. Agricultural Spraying Operations

Agriculture spraying operations will be conducted in accordance with procedures approved by the Airport Manager and made known to all persons conducting agricultural spraying operations. Said operations shall be conducted only on the designated Airport areas, and shall not include reckless flying or careless chemicals handling. Chemicals used in agricultural operations shall be dispersed, maintained and stored and the dispensing area cleaned, and empty chemical containers promptly disposed of or stored in accordance with the standards set by the Environmental Protection Agency, Texas Water Commission, Texas Department of Agriculture, Texas Department of Health and the Airport Manager.

Rule 38. Washing of Aircraft

Aircraft shall be washed only in areas designated for such purposes by the Airport Manager.

Rules 39-45. Reserved**SECTION 6. FIRE REGULATIONS****Rule 46. Fire Regulations**

- a) Every person going upon or using the Airport or its facilities in any matter, shall exercise the greatest care and caution to avoid and prevent fires.
- b) Smoking or any open flames within fifty (50) feet of any aircraft or fuel truck is prohibited.
- c) Compressed flammable gas shall not be kept or stored upon the Airport, except at such places as may be designated by the Airport Manager.
- d) No flammable substance shall be used in cleaning motors or other parts of an aircraft inside a hangar or other building.
- e) No one shall smoke, ignite a match or lighter in any building, except in offices, waiting rooms or buildings where permitted by the Airport Manager.
- f) Hangar entrances shall be kept clear at all times.
- g) The floors in all buildings shall be kept clean and free from oil. Volatile, flammable substances shall not be used for cleaning the floors. Each building and each individual hangar shall have fire extinguishers of the appropriate size, class, and number readily available as determined by the authority of the City having jurisdiction.
- h) No boxes, crates, cans, bottles, paper, tall grass/weeds or other litter shall be permitted to accumulate in or about any hangar.
- i) Where aircraft fueling is performed by a fuel truck, "the fuel truck should be bonded to the aircraft and in over wing fueling, the fuel hose nozzle should be bonded to the aircraft filler pipe to assure the fuel truck and the aircraft are at the same potential. Do not ground the fuel truck or the aircraft."
- j) At least two (2) 20B portable fire extinguishers will be available upwind of the fuel pumps within 100 feet of the fuel pumps where the open hose discharge capacity of the fuel pump is not more than 200 gallons per minute.

k) All aviation fuel nozzles will have "dead Man" controls which will shut off the fuel flow when the nozzle hand control is released. Automatic fuel cut off nozzles will not be permitted for fueling aircraft.

l) The pilot and passengers will exit the aircraft and the aircraft will be unoccupied during fueling operations, except during hot refueling operations. (Refer to Rule 19).

m) All aircraft fueling, fuel equipment, and procedures will be in accordance with Manual 407 – "Standard for Aircraft Fuel Servicing, 2007 2017 edition," (or as revised) published by the National Fire Protection Association, 1 Batterymarch Park, Quincy MA 02169-7471, 800-344-3555, <http://catalog.nfpa.org> phone (800) 344-3555, shall prevail. Technical fire safety answers may be obtained from NFPA fire safety specialists by calling (617) 770-3000 during normal working hours (East coast time).

n) "Unattended aircraft fuel trucks shall not be parked inside of or closer than fifty (50) feet from a hangar, building, or aircraft. A minimum of ten (10) feet clearance shall be maintained between parked "fuel trucks."

Rules 47-50

Reserved SECTION 7.

OTHER ACTIVITIES

Rule 51. Restricted Areas

a) The Airport Manager shall have authority to designate "restricted areas".

b) It shall be unlawful, without specific authorization from the Airport Manager, to enter or travel upon any area designated as a "restricted area".

Rule 52. Animals

It shall be unlawful to bring or allow any unrestrained animal onto the Airport, without the consent of the airport manager.

Rule 53. Soliciting

It shall be unlawful to solicit funds or anything of value for any purpose at the Airport unless approved by the Airport Board.

Rule 54. Litter

It shall be unlawful to place, discharge or deposit in any manner any litter, offal, garbage, trash, debris, junk or any refuse on the Airport except at such places and under such conditions as the Airport Manager may from time to time prescribe.

Rule 55. Weapons and Explosives

a) It shall be unlawful to carry any prohibited weapons, as defined in the Penal Code of the State of Texas, on any area of the Airport except by officers specially authorized by the state or federal law to do so or where same is done as a legitimate shipment of freight, or by a permit from the Cities.

b) It shall be unlawful to bring any explosive substance, as defined in the Penal Code of the State of Texas, upon any area of the Airport without the prior approval of the Airport Manager.

Rule 56. Airborne Objects Other Than Aircraft

It shall be unlawful to operate or release any kite, (UAS) unmanned aircraft system, balloon, model aircraft, model rocket or parachute upon or above the Airport without written permission from the Airport Manager.

Rule 57. Demonstrations

It shall be unlawful to conduct or participate in parades, marches, patrols or demonstrations on the Airport if such activity prevents or interferes with access to or egress from any Airport facility or premises or hampers or curtails the conduct of business at the Airport.

Rule 58. Recreational Activities

It is unlawful to use the Airport for the purpose of camping, picnicking, hunting, athletic games or contests, or other recreational activities unless a permit therefore is granted by the Airport Manager.

Rule 59. Alcoholic Beverages Served on Airport

~~A Special Use Permit for the service of alcoholic beverages must be approved by both Cities.~~

No beer, wine, or any liquors of alcoholic content may be sold, given away or consumed upon the Airport property without prior written consent, and then only in accordance with the rules & Regulations determined by the Board and the Airport Manager and in compliance with the laws of the State of Texas regulating the sale and use of alcoholic beverages. In addition, specifically, no alcoholic beverages will be served to any minor on the premises, regardless of parental consent.

Any alcohol sold must be handled through a provider that possesses an Off-Site Liquor License that gives them permission to sell alcohol in Ellis County. This license must be provided to the Airport Manager (14) days prior to the event.

All alcohol must be served by a licensed Texas Alcoholic Beverage Commissioned Bartender through the licensed provider or the On-Call Bartenders approved by the Airport Manager.

Off-duty Law Enforcement Officers must be commissioned by the Lessee/Event at (1) officer per (100) guest for any event serving alcohol on airport property or additional officers as requested by Airport Manager.

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Rule 60. Vehicular Traffic and Parking

All vehicular traffic shall be confined to avenues of passage designated and provided for that purpose by the Airport Manager, and shall not be operated at a speed in excess of 20 (twenty) miles per hour, unless otherwise posted. All vehicles are subject to ticketing for excessive speed by both Cities at any time.

All vehicles must park in designated parking spots that is provided by the airport and or tenant businesses. Parking signage will be placed for short term and long term parking. Tenant and employee parking signs will be assigned for special parking space reserved for their vehicles. Any violations will be subject to warning, parking tickets or subject to be towed. All violations will be handled in Municipal Court. (Parking violations by municipal police and long term parking fees will be set by Airport Board)

SECTION 8. KNOWLEDGE OF RULES IMPLIED

By the publication of this ordinance/order as required by law, all persons will be deemed to have knowledge of its contents. However, the Airport Manager is directed to have copies of the ordinance/order printed and posted where appropriate. Copies will be available at all times in the Airport Manager's office, and copies will be furnished to owners and operators of aircraft based and all Lessees on the Airport.

SECTION 9. CONFLICT OF RULES

If and where there is conflict in these and the Federal Aviation Rules (FARs) the latter shall prevail.

SECTION 10. PENALTY FOR VIOLATIONS

The Airport Manager may deny use of the Airport for a period not exceeding fifteen (15) days for any person violating or refusing to comply with any of the rules or regulations prescribed herein pending a hearing by the Airport Board. Upon such hearing, such person may be deprived of the further use of the Airport and its facilities for a period of time as may appear necessary for the protection of life and property. Anyone denied use of the Airport for any reason or duration may seek redress at either Waxahachie or Midlothian City Council, or with the Compliance Office of TxDOT Aviation Division. Any violation of this ordinance / order shall be a misdemeanor, punishable by a fine not exceeding two-hundred (\$200) dollars, and each day a violation continues to exist shall constitute a separate offense. This section is cumulative of all other penalties for violation of Federal, State, and local laws, rules, regulations, ordinances, and orders. The Airport Manager or Airport Board may request authorized police officers to investigate any suspected violation of these rules. Citations for violations or issuance of a violation ticket of any of the rules and regulations prescribed herein may be made by any authorized police officer.

SECTION 11. SAVING CLAUSE

Should any part of this ordinance/order be held invalid or unconstitutional, no other part shall necessarily be affected thereby.

SECTION 12. HOLD HARMLESS

Hold Harmless – The City or County shall not be liable to an Airport tenant's employees, agents, servants, customers, invitees, or to any other person whomsoever, for any injury to persons or damages to property on or about the leased premises or any adjacent area owned by the City or County.

SECTION 13. ENVIRONMENTAL

Rule 61. Environmental Issues and Indemnification - Any tenant of the Airport, its agents, employees, independent contractors, or sub lessee shall not install, store, use, treat, transport or dispose of any:

- A. Asbestos in any form
- B. Urea formaldehyde foam insulation.
- C. Transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of 50 parts per million; or
- D. Any other chemical, material, air pollutant, toxic pollutant, waste, or substance which is regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by the Resource Conservation Recovery Act, the Comprehensive and Environmental Response Compensation and Liability Act, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Clean Air Act, and/or the Clean Water Act or any other federal, state, county, regional, local or other governmental authority or which, even if not so regulated, may or could pose a hazard to the health and safety of the occupants of the Leased Premises, and which is either:
 - 1. in amounts in excess of that permitted or deemed safe under applicable law;
 - 2. or in any manner which is prohibited or deemed unsafe under applicable law. (The substances referred to in (A), (B), (C) or (D) are collectively referred to hereinafter as "Hazardous Materials"); and
 - 3. storage of any type of hazardous materials must have signage posted outside of building/hangar to provide product type, for first responders.

Rule 62. Environmental Cleanup Laws – An Airport tenant will, at their own expense, comply with all existing or hereafter enacted laws relating to Hazardous Materials (collectively, "Cleanup Laws") in effect at the time of the lease, and all future laws thereafter. An Airport tenant will, at their own expense, make all submissions to provide all information to, and comply with all requirements of the appropriate governmental authority (the "Authority") under the Cleanup Laws. Should any Authority require that a cleanup plan be prepared and that a cleanup be undertaken because of the

existence of Hazardous Materials which were installed, stored, used, treated, transported, disposed of or discharged on the leased premises, by an airport tenant, its agents, employees, independent contractors or sub lessees during the term of a lease, the Airport tenant will prepare and submit the required plans and financial assurances in accordance with such Cleanup Laws. The Airport shall be indemnified and held harmless from and against all obligations, damages, injunctions, fines, penalties, demands, claims, costs, expenses, actions, liabilities, suits, proceedings and losses of whatever nature (including, without limitation, attorneys' fees and court costs), and all cleanup or removal costs and all actions of any kind arising out of or in any way connected with the installation, storage, use, treatment, transporting, disposal or discharge of Hazardous Materials in or on the leased premises by an Airport tenant.

Rule 63. Environmental Notices – An Airport tenant shall promptly supply the City Council / Commissioners Court with copies of any notices, correspondence and submissions made or received from any governmental authorities of the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, or any other local, state or federal authority that requires submission of any information concerning environmental matters or Hazardous Materials.

Rule 64. Environmental Survival – An Airport tenant's liability pursuant to any environmental issue shall survive the expiration or earlier termination of their lease.

Rule 65. Storm Water Compliance

A. The Airport is subject to federal storm water regulations, 40 C.F.R. Part 122 for "vehicle maintenance shops" (including vehicle rehabilitation, mechanical repairs, painting, fueling and lubrication), equipment cleaning operations and/or deicing operations that occur at the Airport as defined in these regulations and, if applicable, state storm water regulations. Each Airport tenant shall become familiar with these storm water regulations if it conducts "vehicle maintenance" or operates equipment cleaning operations and/or deicing activities as defined in the federal storm water regulations.

B. The City or County shall take steps necessary to apply for or obtain a storm water discharge permit as required by the applicable federal and/or state regulations, including the leased property occupied or operated by an Airport tenant. A storm water discharge permit issued to the City or County may name an Airport tenant as a co-permittee.

C. An Airport tenant's close cooperation is necessary to ensure compliance with any storm water discharge permit terms and conditions, as well as to ensure safety and to minimize costs. An Airport tenant may have to implement and maintain "Best Management Practices". to minimize the exposure of storm water (and snow melt) to "significant materials" generated, stored, handled or otherwise used as defined in the federal storm water regulations.

D. The City or County's storm water discharge permit is incorporated by reference into each lease and any subsequent renewals.

E. The City or County will provide an Airport tenant with a written notice of those storm water discharge permit requirements that are in the City or County's storm water permit, that a tenant will be obligated to perform from time to time, including, but not limited to:

1. certification of non-storm water discharges;
2. collection of storm water samples
3. preparation of storm water pollution prevention or similar plans

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4. implementation of "good housekeeping" measures or best management practices; and maintenance of necessary records.

Such written notice shall include applicable deadlines and an opportunity to dispute any of the storm water discharge permit requirements.

Each Airport tenant shall participate in any organized task force or other work group established to coordinate storm water activities of the Airport.



Memorandum

To: Honorable Mayor and City Council
From: Gumaro Martinez, Assistant Director of Parks & Recreation *G.M.*
Thru: Michael Scott, City Manager *[Signature]*
Date: February 27, 2020
Re: South Downtown Parking – Bid Award

Item Description: Consider awarding the bid for the South Downtown Parking Project to J&K Excavation, LLC.

Item Summary: City Management and Staff have identified a need for additional parking for Railyard Park and went out for bids on February 12, 2020. The parking project at the corner of Rogers St. and Cantrell, will provide parking for events held at Railyard Park. The base bid includes, but not limited to, approximately 3,255 square yards of concrete pavement, LED site lighting, safety railing, and concrete connection to the existing bridge, drainage improvements, and new electrical service. The bid opening was held on February 27, 2020 and the following base bids were received:

- Fluor Heavy Civil, LLC - \$705,657.78
- Circle H Contractors, LP - \$546,674.25
- McMahon Contracting, LP - \$652,928.07
- J&K Excavation, LLC - \$433,088.48

The apparent low bidder is J&K Excavation, LLC. Staff makes a recommendation to award the bid for the South Downtown Parking Project to J&K Excavation, LLC in the amount of \$433,088.48.

Fiscal Impact: The South Downtown Parking Project will be funded from the General Fund Unassigned Fund Balance. The fund balance has sufficient funds available to absorb the additional expenditures with no significant impact. A budget amendment will be a subsequent item on the Council Agenda.



Memorandum

To: Honorable Mayor and City Council
From: Gumaro Martinez, Assistant Director Parks & Rec *G.M.*
Thru: Michael Scott, City Manager *[Signature]*
Date: February 27, 2020
Re: Consider Budget Amendment for Parks Dept – Professional Services and Improvements Other Than Bldgs Accounts

Item Description: Consider approving a budget amendment increasing the FY2019-20 Parks Department – Professional Services and Improvements Other Than Bldgs accounts by \$13,594 and \$448,694 respectively.

Item Summary: The South Downtown Parking Project was awarded to J&K Excavation, LLC for the base bid of \$433,088.48. The project will provide parking for events held at Railyard Park as well as make a connection to the existing Hike & Bike Trail. The project scope will encompass parking, site lighting, safety railing, and electrical service. In addition to the base bid, the following expenses will be incurred:

- Landscaping along sidewalk connection and parking entrance - \$15,605
- Asbestos Survey Report - \$1,210
- Electrical Engineering & Design - \$5,500
- Testing Services - \$6,884

Staff recommends a budget amendment to increase Professional Services and Improvements Other Than Bldgs accounts to cover the total cost of \$462,288 for the South Downtown Parking Project.

Fiscal Impact: The proposed budget amendments would increase the Parks Department – Professional Services (100-510-53200) budget by \$13,594 and Improvements Other Than Bldgs (100-510-57400) budget by \$448,694. These additional funds would come from the General Fund Unassigned Fund Balance. The fund balance has sufficient funds available to absorb the additional expenditures with no significant impact.