

A G E N D A

A regular meeting of the Mayor and City Council of the City of Waxahachie to be held at the Waxahachie Civic Center, 2000 Civic Center Lane, Meeting Rooms A and B, Waxahachie, Texas, on ***Monday, November 4, 2024 at 7:00 p.m.***

Council Members: Billie Wallace, Mayor, Council Member Place 4
Chris Wright, Mayor Pro Tem, Council Member Place 3
Tres Atkins, Council Member Place 1
Patrick Souter, Council Member Place 2
Travis Smith, Council Member Place 5

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. ***Speakers must observe the five (5) minute time limit.***
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 October 21, 2024
- b. Minutes of the City Council work session of October 29, 2024
- c. Event application for Casting No Stones Toys for Tots to be held December 6, 2024 at Railyard Park
- d. Interlocal Agreement with Ellis County for maintenance of roads, bridges, waterways and ditches
- e. Contract extension for chlorine dioxide generator equipment rental, maintenance service and chemical purchase
- f. Annual contract for maintenance of Utility Department's standby generators
- g. Agreement with Xylem Water Solutions for replacement of a pump
- h. Agreement with Odessa Pumps & Equipment Inc. for emergency repair of a motor
- i. Agreement with Magna Flow Environmental Inc. for sludge, grit, and debris removal at treatment plants and lift stations
- j. Contracts for annual preventive maintenance of large diameter sanitary sewers and manholes
- k. Supplemental appropriation and contract award for Waxahachie City Cemetery security camera installation
- l. Early Release Bid Package 02 for City Hall Remodel and Construction Project

- m. Contract with Capco Telecom, LLC for fiber infrastructure enhancement projects
- n. City of Waxahachie 2025 Holiday Schedule

6. **Introduce** Honorary Council Member
7. **Present** Proclamation recognizing November 4-8, 2024 as “Municipal Court Week”
8. **Public Hearing** on a request by Jovie K. Corpuz Sanchez for a Specific Use Permit (SUP) for an Accessory Structure exceeding one-thousand (1,000) square feet in combined floor area for more than two (2) existing accessory structure use within a Planned Development - Twenty-three (23) - Single Family -1 (PD-23-SF-1) zoning district located at 153 Homestead Lane (Property ID 269674) – Owner: Roberto Sanchez & Jovie K. Corpuz Sanchez (ZDC-111-2023)
9. **Consider** proposed Ordinance approving ZDC-111-2023
10. **Consider** change order No. 6 for Grove Creek Parallel Gravity Trunk Sewer Phase IV Project
11. **Consider** construction contract change order for the Water Street Waterline Improvements Project
12. **First** reading of proposed Ordinance approving the Gateway Pipeline Company, LLC Franchise Agreement
13. **Convene** into Executive Session for:
 - Consultation with City Attorney regarding pending or contemplated litigation as permitted under Section 551.071, Texas Government Code
 - Deliberation regarding real property as permitted under Section 551.072, Texas Government Code
14. **Reconvene** and take any necessary action
15. Comments by Mayor, City Council, City Attorney and City Manager
16. Adjourn

The City Council reserves the right to go into Executive Session as authorized by Section 551.071(2) of the Texas Government Code, for the purpose of seeking confidential legal advice from legal counsel on any agenda item listed herein. 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 469-309-4006 or (TDD) 1-800-RELAY TX

City Council
October 21, 2024

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A regular meeting of the Mayor and City Council of the City of Waxahachie was held at the Waxahachie Civic Center, 2000 Civic Center Lane, Meeting Rooms A and B, Waxahachie, Texas, on Monday, October 21, 2024 at 7:00 p.m.

Council Members Present: Billie Wallace, Mayor, Council Member Place 4
Chris Wright, Mayor Pro Tem, Council Member Place 3
Tres Atkins, Council Member Place 1
Patrick Souter, Council Member Place 2

Council Member Absent: Travis Smith, Council Member Place 5

Others Present: Albert Lawrence, Deputy City Manager
Terry Welch, City Attorney
Amber Villarreal, City Secretary

1. Call to Order

Mayor Billie Wallace called the meeting to order.

2. Invocation

3. Pledge of Allegiance and Texas Pledge of Allegiance

Mayor Wallace gave the invocation and led the Pledge of Allegiance and the Texas Pledge of Allegiance.

4. Public Comments

None.

5. Consent Agenda

- a. Minutes of the City Council meeting of October 7, 2024
- b. Receive and accept the FY 2023-2024 Impact Fee Revenue and Expenditure Activity Report
- c. Construction Manager at Risk for City Hall Remodel and Construction Project

Action:

Chris Wright moved to approve all items on the Consent Agenda as presented and authorize the City Manager and/or Mayor to execute all associated documents as necessary. Motion was seconded by Patrick Souter and carried unanimously (4-0).

6. Introduce Honorary Council Member

Council Member Tres Atkins introduced October Honorary Council Member Jackie Wray. Mrs. Wray was born in Waxahachie, Texas at the Waxahachie Sanitarium in 1950 and attended Waxahachie ISD. She started her career with the Texas Department of Public Safety as the Driver's License Clerk. She held that position in Waxahachie for 17 years and was known as the "Driver's License Lady" in the community. From there, she worked with her husband, Jerry, in

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business until his death in 2005. She then went on to work in the Ellis County District Clerk's office handling pro se litigants.

Mrs. Wray loves Waxahachie and has served on many boards for local clubs and organizations in the community such as The Waxahachie Symphony Board working with Belles and Beaus, Chautauqua Board, Daniels' Den, Ellis County Child Welfare Board, community advisor for Navarro College, and President of the Waxahachie Ex-Student's Association for 2 years.

Mrs. Wray is a member of First United Methodist Church and has been on over ten mission trips with the church and served in almost every ministry.

Jackie has one son, John Wray, who has served as Mayor of Waxahachie and State Representative of House District-10. She has a daughter-in-law, Michele, who is also involved in the community, a granddaughter, Morgan, who is a second-year law student at Vanderbilt, and a grandson, Patrick, who is in his third year at the University of Texas.

7. Present Proclamation recognizing October as "Community Planning Month"

Mayor Pro Tem Chris Wright presented a Proclamation recognizing October as "Community Planning Month."

8. Recognize the City of Waxahachie as the recipient of the 2024 Richard R. Lillie, FAICP Planning Excellence Award

City Council recognized the City of Waxahachie for receiving the 2024 Richard R. Lillie, FAICP Planning Excellence Award.

9. Present Proclamation recognizing November 1st as "Texas Arbor Day"

Council Member Patrick Souter presented a Proclamation recognizing November 1st as "Texas Arbor Day."

10. Continue Public Hearing on a request by Matthew Smith, Darwood Partners, for a Specific Use Permit (SUP) for a Convenience Store and Gasoline Sales use within a General Retail (GR) zoning district located at the northwest corner of Broadhead Road and Garden Valley Parkway (Property ID 242234) – Owner: WP Legacy LTD (ZDC-139-2024)

Mayor Wallace announced the applicant requested to continue the Public Hearing from the October 21, 2024 City Council meeting to the November 18, 2024, City Council meeting to evaluate the public comments.

Action:

Patrick Souter moved to continue the Public Hearing for ZDC-139-2024 to the November 18, 2024 City Council meeting. Motion was seconded by Tres Atkins and carried unanimously (4-0).

11. Consider proposed Ordinance approving ZDC-139-2024

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No action taken.

12. **Continue Public Hearing on a request by Katrina Aulson (formally Katrina Walker) & Patrick Aulson, for a Specific Use Permit (SUP) for an Accessory Structure exceeding one-thousand (1,000) square feet in combined floor area for more than two (2) existing accessory structures use within a Single-Family Dwelling-1 (SF-1) zoning district located at 611 North Grand Avenue (Property ID 176844) – Owner(s): Katrina Walker (ZDC-180-2023)**

Senior Director of Planning Jennifer Pruitt presented the Item. The applicant is requesting a Specific Use Permit (SUP) to construct an accessory structure that exceeds one-thousand (1,000) square feet in combined floor area for more than two (2) existing accessory structures at 611 North Grand Avenue. One of the existing accessory structures is a garage accessory dwelling of approximately 972 square feet. The second existing accessory structure is not being used and is approximately 396 square feet; therefore, the total square footage of existing and proposed accessory structures exceeds 1,000 square feet and requires a SUP to be approved by City Council.

According to the Ellis County Appraisal District, the single-family dwelling has an approximate size of 2,918 square feet, and the proposed accessory structure has an area of 448 square feet. The accessory structure is proposed to utilize wood for the exterior façade. The owner plans to utilize the accessory structure for storing household items, tools, and smaller lawn equipment. There will not be plumbing or water, but electrical will be added to the accessory structure. The structure will be situated at the back of the property, towards the southeastern part of the lot. An accessory structure of 972 square feet was approved in 2022 near the subject property.

The applicant has confirmed to staff that the structure will not be used as a dwelling and will not be metered, sold, or leased separately from the existing home. To comply with State law contained in Local Government Code Chapter 211 and the City's public hearing notice requirements 14 notices were mailed to property owners within 200 feet of the request. At the time of publishing the staff report, no letters of support and opposition were received.

Mayor Wallace opened the Public Hearing at approximately 7:19 p.m.

There being no others to speak for or against ZDC-180-2023, Mayor Wallace closed the Public Hearing at approximately 7:19 p.m.

13. **Consider proposed Ordinance approving ZDC-180-2023**

ORDINANCE NO. 3574

AN ORDINANCE AUTHORIZING A SPECIFIC USE PERMIT (SUP) TO PERMIT AN ACCESSORY STRUCTURE EXCEEDING ONE-THOUSAND (1,000) SQUARE FEET IN COMBINED FLOOR AREA FOR MORE THAN TWO (2) EXISTING ACCESSORY STRUCTURES USE WITHIN A SINGLE FAMILY-1 (SF-1)) ZONING DISTRICT, LOCATED AT 611 N GRAND AVENUE, BEING PROPERTY ID 176844, IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, BEING LOT 3B, BLOCK 27 OF THE

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WEST END ADDITION, AND ORDERING THE CHANGING OF THE ZONING MAP THEREOF IN ACCORDANCE WITH SAID CHANGE.

Action:

Chris Wright moved approve ZDC-180-2023, a Specific Use Permit for an Accessory Structure exceeding one-thousand square feet in combined floor area for more than two existing accessory structures within a Single-Family-1 zoning district, subject to the conditions of the staff report, and authorize the Mayor and/or City Manager to sign all necessary documents. Motion was seconded by Tres Atkins and carried unanimously (4-0).

- 14. Public Hearing on a request by Brad Yates, for a Replat of Lot 1, Block 23 of the Bullard's Addition, to create Lots 1R & 3, Block 23 of the Bullard's Addition, two (2) residential lots, being 0.324 acres, located at 708 S Rogers Street, (Property ID 172368) – Owner: Graily Holdings LLC (SUB-178-2024)**

Ms. Pruitt presented the Item. With this application, the property owner proposes to replat the subject property from one (1) lot into two (2) lots for residential use. The subject property is currently comprised of a single platted lot and is located within the Infill Overlay District. The "Infill" is an overlay district that has been adopted for the older core of Waxahachie, between I35E and US Highway 287 Bypass. The Infill Overlay District was established to encourage development of vacant tracts within the core of Waxahachie. This is accomplished by less strict lot size, lot dimensions, and setback requirements than those that exist for base single-family zoning districts.

The applicant proposes to provide 10' of right-of-way (ROW) dedication for S Rogers Street, as required by the 2024 Waxahachie Thoroughfare Plan. The applicant also proposes to dedicate public and private utility easements with the Replat, as required by the Waxahachie Subdivision Ordinance. As part of the review of the Replat application, staff identified three supplemental items that are required by Waxahachie Subdivision Ordinance to be provided with the Replat prior to filing. Provision of these items has been identified as conditions of approval in the staff recommendation section below.

The Infill Overlay District requires newly proposed lots to be at least 90% of the average size of existing lots within 50' of the subject property. In this case, the average lot size within 50' of the subject property is approximately 33,149 square feet. The two lots proposed with this Replat are approximately 8,009 square feet and 8,448 square feet. While the proposed lots do not meet the size requirement of the Infill Overlay District based on properties within 50', the lot sizes are consistent with existing properties in the larger Bullard's Addition. For example, several existing lots along Dunaway Street and W Avenue C that are located between 200' and 400' away from the subject property are between 6,500 square feet and 9,000 square feet in size. Due to consistency with the neighborhood as a whole, and the fact that lots directly adjacent to the subject property are unusually large, staff is supportive of the variance request for lot sizes below the typical minimum requirement of the Infill Overlay District.

To comply with State law contained in Local Government Code Chapter 211 and the City's public hearing notice requirements, 29 notices were mailed to property owners within 200 feet of the

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request. Staff received two (2) letters of support for the Replat request and one (1) letter of opposition.

Mayor Wallace opened the Public Hearing at approximately 7:22 p.m.

There being no others to speak for or against SUB-178-2024, Mayor Wallace closed the Public Hearing at approximately 7:22 p.m.

Mayor Pro Tem Wright recognized Mr. Yates' efforts to use the Comprehensive Plan as a guide to redevelop properties in the infill area.

15. Consider approval of SUB-178-2024

Action:

Tres Atkins moved to approve SUB-178-2024, a Replat of Lot 1, Block 23 of the Bullard's Addition, and the associated Petition for Relief Waiver, subject to the conditions of the staff report, and authorize the City Manager and or Mayor to execute all documents necessary. Motion was seconded by Patrick Souter and carried unanimously (4-0).

16. Public Hearing on a request by Mark Singleton, Waxahachie Development Company, for a Zoning Change from a General Retail (GR) zoning district to Planned Development-General Retail (PD-GR) zoning district, for a Retail Stores & Shops and Drive-Through Establishment use, located directly south of 450 E US Highway 287 Bypass, (Property ID 179056) - Owner: Waxahachie Development Company, (ZDC-72-2022)

Ms. Pruitt presented the Item and owner Mark Singleton requested approval. The applicant proposes a Planned Development (PD) zoning district to allow for the development the Sports Complex Plaza. A PD zoning district is utilized to allow for new and/or innovative land uses that may not be permitted by existing base zoning districts in the City of Waxahachie. This PD proposal consists of two (2) multi-tenant retail buildings and a single drive-through establishment on the subject property. The applicant is pursuing a Planned Development in order to establish an appropriate detailed site plan for the property, establish development standards that eliminate the need for a sidewalk along Highway 287 Bypass, and allow for a drive-through establishment use by right. The PD zoning process will allow for the implementation of these specific development standards in addition to those prescribed by the existing General Retail (GR) zoning district.

This PD application was originally submitted in June of 2022. Following an initial review by staff, the applicant opted to place the project on hold and did not provide an immediate resubmittal. Notably, the applicant did not request to withdraw the application. In May of 2024, the applicant advised staff that they were ready to proceed with the application once again. At that time, staff worked with the applicant to complete the administrative review process for the application.

As part of the PD proposal, the applicant has provided Development Standards, a Detailed Site Plan, Landscape Plan, and Elevation/Façade Plan to control development of the property. The proposed Sports Complex Plaza includes a 10,653 square foot retail building and a 5,017 square foot retail building separated by a plaza and outdoor seating area. Each building is designed to

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allow for multiple retail tenants. However, Building Two (5,017 SF) is currently intended to be finished out for a single restaurant tenant. Development of the subject property is proposed to occur in a single phase. No specific tenants have been identified for the development.

The minimum parking requirement for the development is 104 spaces. The applicant proposes to provide a total of 107 spaces; which marginally exceeds the minimum requirement. At this time, no free-standing signage is proposed with the development. As part of the PD, the applicant has proposed a development standard that eliminates the typical requirement to install a 6' sidewalk adjacent to a public street. The applicant has noted that the development is intended to be auto-oriented and there is not a sidewalk for the existing First Baptist Church for the development to tie into. The development does not include a direct pedestrian connect to the Waxahachie Sports Complex.

The applicant proposes to allow for one (1) drive-through establishment by right on the subject property. The site is designed to facilitate a drive-through establishment use for one of the two proposed buildings; but not both. A designated drive-through lane capable of stacking six (6) vehicles is provided for each building. However, the drive-through lane for Building One allows for stacking of up to twenty (20) vehicles. At this time, the applicant has not identified tenants for the proposed buildings. Due to this, the applicant has not determined which building will provide a drive-through window.

The applicant has met the minimum landscaping requirements for the development. The applicant proposes to incorporate seventeen (17) crape myrtles into the Landscape Plan for the site.

The elevation/façade primarily features a traditional red brick façade with light earth tone stone and stucco accents. All roof-mounted mechanical and HVAC equipment will be screened from view by parapets.

The applicant proposes to design on-site detention facilities for the development and has noted that the design will adhere to the Waxahachie Manual for The Design of Storm Drainage Systems. The applicant proposes to extend a sanitary sewer line from Broadhead Road to provide sewer service to the subject property. A 12" water line exists along Highway 287 Bypass that is capable of providing domestic and fire suppression service to the subject property. The applicant will install additional fire hydrants on the property in order to meet Fire Department hydrant spacing requirements. As part of the standard Waxahachie development process, the applicant is required to fully design detention and utility infrastructure for the site via a Civil Construction Permit. A Civil Construction Permit is required to be approved, and the associated infrastructure installed, before a building permit can be issued for the property.

A single driveway is proposed along the Highway 287 Bypass service road to provide access to the subject property. The applicant is required to coordinate with TxDOT to secure a driveway permit for this access point before a Civil Construction Permit can be approved for the property.

The subject property is identified by the 2023 Comprehensive Plan under the Regional Commercial placetype. The applicant proposes to adhere to the intent of this placetype by establishing a retail setting for regional businesses adjacent to a highly trafficked thoroughfare. In consideration of the regional traffic drawn to this area, space has been reserved for a public plaza

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and outdoor seating area between the proposed retail buildings. The plaza and seating area are items recommended by the Comprehensive Plan in an effort to make the regional commercial center an inviting destination. The provision of a plaza and outdoor seating area are intended to encourage residents to gather and visit multiple establishments in a single trip.

To comply with State law contained in Local Government Code Chapter 211 and the City's public hearing notice requirements, 3 notices were mailed to property owners within 200 feet of the request. Staff has received no letters of support or opposition for the zoning change request.

Mayor Wallace opened the Public Hearing at approximately 7:26 p.m.

There being no others to speak for or against ZDC-72-2022, Mayor Wallace closed the Public Hearing at approximately 7:26 p.m.

17. Consider proposed Ordinance approving ZDC-72-2022

ORDINANCE NO. 3575

AN ORDINANCE AUTHORIZING A ZONING CHANGE FROM GENERAL RETAIL (GR) TO PLANNED DEVELOPMENT-GENERAL RETAIL (GR), LOCATED DIRECTLY SOUTH OF 450 E US HIGHWAY 287 BYPASS IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, BEING 2.241 ACRES KNOWN AS PROPERTY ID 179056 OF THE J.B. & A. ADAMS SURVEY, ABSTRACT 5, AND ORDERING THE CHANGING OF THE ZONING MAP THEREOF IN ACCORDANCE WITH SAID CHANGE.

Action:

Patrick Souter moved to approve ZDC-72-2022, a Zoning Change from a General Retail zoning district to a Planned Development-General Retail zoning district for a Retail Stores & Shops and Drive-Through Establishment use, subject to the conditions of the staff report, and authorize the City Manager and/or Mayor to sign all necessary documents. Motion was seconded by Tres Atkins and carried unanimously (4-0).

18. Consider Development Agreement for ZDC-72-2022

Action:

Chris Wright moved to approve the Development Agreement for ZDC-72-2022. Motion was seconded by Patrick Souter and carried unanimously (4-0).

19. Consider Engineering Professional Services Agreement for a new 12-inch Sanitary Sewer Main

Kumar Gali, Senior Director of Utilities, presented the Item. The professional services agreement includes surveying, easement preparation, construction plan preparation, bidding, and construction administration services for the new sewer main. The project will include design of approximately 2,200 linear feet of 12-inch sanitary sewer main from the proposed high school and connect to the proposed gravity sewer main. The proposed gravity sewer main and connection to the existing

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sewer interceptor (downstream sewer) is being designed by Haven Ranch development. City staff has the design services scope and contract for the downstream sewer, and will bring the contract to council for approval if the Haven Ranch Subdivision is delayed or cancelled.

Action:

Patrick Souter moved to approve a professional services agreement with Freese and Nichols, Inc. in the amount of \$176,722 for the design of new 12-inch sanitary sewer main providing service to the newly proposed Waxahachie High School, and authorize the City Manager to execute all necessary documents. Motion was seconded by Chris Wright and carried unanimously (4-0).

17. Comments by Mayor, City Council, City Attorney and City Manager

Council Members thanked Jackie Wray for her participation as the Honorary Council Member.

Honorary Council Member Jackie Wray thanked City Council for their service to Waxahachie.

Mayor Pro Tem Chris Wright announced the house for Thomas Jordan will be moved to his property on Tuesday.

Mayor Billie Wallace recognized the Trunk-O-Palooza event held this past Saturday and recognized the joint efforts for the successful event. Mayor Wallace thanked Council Members and City staff for the installation of the panhandler signs on Highway 77.

18. Adjourn

There being no further business, the meeting adjourned at 7:33 p.m.

Respectfully submitted,

Amber Villarreal
City Secretary

A Work Session of the Mayor and City Council of the City of Waxahachie was held in the Hatchet Conference Room at the Charles Beatty Municipal Services Building, 408 S. Rogers, Waxahachie, Texas, on Tuesday, October 29, 2024 at 3:00 p.m.

Council Members Present: Billie Wallace, Mayor, Council Member Place 4
Chris Wright, Mayor Pro Tem, Council Member Place 3
Patrick Souter, Council Member Place 2
Travis Smith, Council Member Place 5

Council Member Absent: Tres Atkins, Council Member Place 1

Others Present: Michael Scott, City Manager
Albert Lawrence, Deputy City Manager
Jami Bonner, Assistant City Secretary

1. Call to Order

Mayor Billie Wallace called the meeting to order.

2. Discuss proposed changes to contract for municipal solid waste services

Brad Wainscott, Waste Connections, provided a presentation on the upcoming renewal option proposal with the City. The presentation highlighted key factors such as capital costs, inflationary pressures, proposal specifics, and the results of a rate study including surrounding cities.

City Manager Michael Scott noted that the City received a letter of non-renewal from the Waste Connections, citing non-viable terms in the current agreement. The Council instructed staff to collaborate with Waste Connections to develop a contract extension for consideration at the end of the current contract in 2026.

3. Discuss potential voting locations for local elections

Mayor Wallace stated that she has received multiple calls expressing concerns about the Ellis County Woman's Building's suitability as a voting location due to issues with parking, neighborhood disruptions, and accessibility. The Council agreed to conduct further research to identify more appropriate locations throughout the city that better serve the community's needs in future elections.

4. Adjourn

There being no further business, the meeting adjourned at 3:46 p.m.

Respectfully submitted,

Jami Bonner
Assistant City Secretary



Date submitted

Applicant Information

Applicant name: Josh Trees

Are you representing the host organization?

Yes

No

Will you be the on-site point of contact during the event?

Yes

No

Phone: _____

Cell: _____

Email: _____

Mailing address: P.O Box 886 Italy, TX 76651

Host organization name: Casting No Stones

Alternate contact that will be on-site during the event.

On-site contact name: Chloe Pruitt

Cell: _____

About the Event

Event name: Casting No Stones - Toys for Tots

Location: 455 S College St, Waxahachie, TX 75165- Railyard Park

*An event site map is **REQUIRED** to be submitted with your application.*

Anticipated attendance: 100+

Description of event: Toys For Tots Drive - Toy drive

How many times has this event been hosted before?

1st time

2 - 4 times

5 or more times

Location: _____

Choose the best description of the event:

Festival

Birthday Party / Picnic

Movie Screening

Charitable / Fundraising

Parade

Community / Neighborhood

Private Event

Concert / Live Performance

Run / Walk

Other: _____



Event activities include (check all that apply):

- Amusement rides / Inflatables
- Animals / Petting Zoo
- Announcement / Speeches
- Information / Literature Distribution
- DJ / Recorded Music
- Food – sampled, served, or sold
- Products / Services – given away, sampled, or sold
- Live music
- Street closure
- Other:

The event is:

- Private
- Free & open to the general public
- Entry by participation or registration fee
- Entry by admission fee or ticket

Admission information, if applicable:

Include entry or participant fees, ticket prices, donations, and / or fees based on activity.

Event timeline:

	Date(s)	Start Time:	End Time:
Event Date	Dec 6 2024	6:00 PM	9:00PM
Event Set-up	Dec 6 2024	TBD	
Event Breakdown	Dec 6 2024	9:30	10:00PM

Run / Walk:

Please provide the start time for each distance (if applicable)

X _____ 1 mile _____ 5K _____ Other distance

Please indicate your expected attendance: _____

Number of participants:

- 1-99
- 100-199
- 200-299
- 300+

Provide route on attached site map.



(5c)

City of Waxahachie
City Secretary's Office

Special Event Application

Food / Beverage:

Will the event offer food/beverages? Yes No

Will event require any food preparation on-site? Yes No

Will alcohol be served/sold? Yes No

[Sample Downtown Event/Festival Boundary Map](#)

[Code of Ordinances Ch. 4 Sec. 4-7 Alcohol at approved festivals and events](#)

If alcohol is served/sold, a licensed peace officer(s) must be onsite throughout the event's operation and outside the perimeter to provide security. Events require one officer with an additional officer per 100 guests. Ex.: <100 attendees would require one officer, 100<200 attendees would require two officers, 200<300 attendees would require three officers, etc.

Police / Security Services:

Personnel needs (indicate all that apply) Request for services is not a guarantee that staff/volunteers will be available.

Event staff How many: 20-30 Date(s) & time(s): _____

Volunteers How many: 20-30 Date(s) & time(s): _____

Private security How many: 0 Date(s) & time(s): _____

Company name: NA

Contact name and number: NA

Off duty police How many: NA Date(s) & time(s): _____

Have you made arrangements with the police? Yes No

If no, you will be provided the information on how to make arrangements.

If yes, please provide following information for the person that you made the arrangements with:

Contact name: _____ Phone number: _____

Street Closures:

Does the event propose closing, blocking, or using City streets and/or parking lots? Yes No

If yes, please list all streets, intersections, and parking lots that apply: _____

455 S College St, Waxahachie, TX 75165- Railyard Park

Street closings to begin on date: Dec 6 Start time: 5:30PM End time: 9:00PM

Will any businesses be impacted by the proposed road closure? Yes No

Traffic Safety Equipment:

Does your event require traffic cones or barricades? Yes No

If yes, indicate the type of equipment and how many will be used (estimated):

Traffic Cones How many: _____ Barricades How many: _____

Other: _____

Where should equipment be dropped off & picked up? _____



(50)

When will the traffic equipment be set-up?

Date: _____ Time: _____

When will the traffic equipment be removed?

Date: _____ Time: _____

Are you requesting the use of City traffic equipment?

Yes

No

Availability is not guaranteed

Streets cannot be blocked without prior approval.

Temporary Tents & Structures:

Will the event have a tent(s) larger than 10' x 20'?

Yes

No

List the # of tents & sizes:

Indicate locations on attached required site map.

Electrical Services:

How will electrical services be supplied?

Generator

Franchise Utilities

Both

List contractor / supplier: _____

Explain services in detail: _____

Insurance

All events taking place on City of Waxahachie property must provide a certificate of liability insurance and endorsement page. The City of Waxahachie must be listed as an "Additional Insured" in the amount of \$1 million on both pages. Please list the date of the event and location on this certificate and submit at least one month before the event. The City of Waxahachie reserves the right to increase the insurance limits based on the nature and degree of risks to the public.

If you have questions regarding City insurance coverage, please inquire with City of Waxahachie staff after submitting your event application.

Hold Harmless Clause

Applicant / organization shall assume all risks incident to or in connection with the approved activity and shall be solely responsible for damage or injury, of whatever kind or nature, to person or property, directly or indirectly arising out of or in connection with the approved activity or the conduct of applicant's operation. Applicant hereby expressly agrees to defend and save the City, it's officers, agents, employees and representatives harmless from any penalties for violation of any law, ordinance, or regulation affecting its activity and from any and all claims, suits, losses, damages or injuries directly or indirectly out of or in connection with the approved activities or conduct of its operation or resulting from the negligence or intentional acts or omissions of applicant or its officers, agents, and employees. Due to Covid-19, I also understand approval of my event is subject to the then current necessary precautions resulting from Covid case trends as well as any change in accordance with federal, state of local orders. Furthermore, by signing this application, applicant hereby agrees to waive any and all claims that applicant may have against the City, it's officers, agents, employees, and representatives arising out of or in connection with the revocation or cancellation of an event permit.

Signature

09012024
Date

Contract Agreement

Applicant / organization has thoroughly read, understands, and agrees to all conditions listed on this application.

Signature

09012024
Date

DEC 10th - CNS EVENT

(5c)



snow slide

santa

Light tower & SWAT, Firetruck

Food Trucks

(5c)

Bonner, Jami

From: Guinn, Danielle
Sent: Monday, October 28, 2024 12:06 PM
To: Bonner, Jami; Jauregui, Alicia
Cc: Cooper, Kyle
Subject: RE: Event Application - Casting No Stones - Toys for Tots

Just a couple of things -

I would like to confirm that they are not requesting that we provide 20-30 Event Staff. If they are requesting City event staff, what for and how many are they requesting any City Services or rentals (port a potties, trash, stage lights/power, etc.)?

It mentions street closures – does that mean they will be organizing it differently this year? Last year we just made the road one way and it was a drive thru and drop. WDMA has Carriage Rides through downtown booked for the same evening and if we close off College in front of Railyard; we are going to take away an entire block from the carriage rides.

Thank you!

Danielle Guinn



Cultural Arts & Programming Coordinator
City of Waxahachie | Waxahachie CVB

Email: danielle.guinn@waxahachie.com
Mobile: (214) 463-7815
Telephone: (469) 309-4051
Address: 2000 Civic Center Lane, Waxahachie, TX 75165

www.VisitWaxahachie.com

From: Bonner, Jami <jami.bonner@waxahachie.com>
Sent: Monday, October 28, 2024 11:21 AM
To: Joe Wiser <JWiser@waxahachiepd.org>; Boyd, Ricky <RBoyd@waxahachiefire.org>; Griffith, Thomas <john.griffith@waxahachie.com>; Donna Insixiengmay <donna.insixiengmay@waxahachiepd.org>; Megan Womack <megan.womack@waxahachiepd.org>; Mosley, Laurie <lmosley@waxahachiecvb.com>; Guinn, Danielle <danielle.guinn@waxahachie.com>; Martinez, Gumaro <gmartinez@waxahachie.com>; Cooper, Kyle <kyle.cooper@waxahachie.com>; Barnes, Bradley <bradley.barnes@waxahachie.com>; Campos, Yadira <ycampos@waxahachie.com>; Jordan, Me'Lony <mjordan@waxahachie.com>
Cc: Scott, Michael <mscott@waxahachie.com>; Lawrence, Albert <alawrence@waxahachie.com>; Villarreal, Amber <avillarreal@waxahachie.com>
Subject: Event Application - Casting No Stones - Toys for Tots

For your review / comments. Thank you.

We value your feedback! Please take a moment to complete our [customer satisfaction survey!](#)

(50)

Bonner, Jami

From: Jauregui, Alicia
Sent: Monday, October 28, 2024 1:19 PM
To: Bonner, Jami; Guinn, Danielle
Cc: Cooper, Kyle
Subject: RE: Event Application - Casting No Stones - Toys for Tots

I met with the applicant last week. The staff/volunteers are staff members they plan to have onsite, not city staff. Also, I explained to them that there would be carriage rides, and they said that making the road in front of Railyard one-way from S Rogers to where Fresh is would work. They definitely think that the carriage rides add to the ambiance of their event.

Does Chloe need to update the event application?

Thanks,



Alice Jauregui
*Director of Communications
and Marketing*
City of Waxahachie
O: 469-309-4012
C: 469-285-6895
alicia.jauregui@waxahachie.com

From: Bonner, Jami <jami.bonner@waxahachie.com>
Sent: Monday, October 28, 2024 1:16 PM
To: Guinn, Danielle <danielle.guinn@waxahachie.com>; Jauregui, Alicia <Alicia.Jauregui@waxahachie.com>
Cc: Cooper, Kyle <kyle.cooper@waxahachie.com>
Subject: RE: Event Application - Casting No Stones - Toys for Tots

I have sent your questions to the applicant and will let you know as soon as I receive responses. Thank you.

From: Guinn, Danielle <danielle.guinn@waxahachie.com>
Sent: Monday, October 28, 2024 12:06 PM
To: Bonner, Jami <jami.bonner@waxahachie.com>; Jauregui, Alicia <Alicia.Jauregui@waxahachie.com>
Cc: Cooper, Kyle <kyle.cooper@waxahachie.com>
Subject: RE: Event Application - Casting No Stones - Toys for Tots

Just a couple of things -

I would like to confirm that they are not requesting that we provide 20-30 Event Staff. If they are requesting City event staff, what for and how many are they requesting any City Services or rentals (port a potties, trash, stage lights/power, etc.)?

(5d)



Memorandum

To: Honorable Mayor and City Council

From: Justin Stoker, Senior Director of Public Works & Engineering

Thru: Michael Scott, City Manager

Date: November 4, 2024

Re: Consider Interlocal Agreement between Ellis County and City of Waxahachie

Motion: "I move to approve the Interlocal Agreement between Ellis County and City of Waxahachie and authorize the City Manager to execute all necessary documents."

Item Description: Consider approval of an Interlocal Agreement between the City of Waxahachie and Ellis County for procurement and services.

Item Summary: The interlocal agreement will allow the City of Waxahachie and Ellis County to share in the procurement of services, labor, equipment, and materials.

This agreement also allows the county and city to perform work for each other at an agreed-upon rate for labor, equipment, and materials prior to performing the work on an as-needed basis.

Fiscal Impact: Approval from the City Council will be required when services, labor, equipment, and materials are in excess of \$50,000.

(5d)

**INTERLOCAL AGREEMENT
BETWEEN COUNTY OF ELLIS, TEXAS
AND CITY OF WAXAHACHIE, TEXAS**

This Agreement entered into between the County of Ellis, a political body of the State of Texas, hereinafter referred to as (the "County"), and the City of WAXAHACHIE, a municipality of the State of Texas, hereinafter referred to as a (the "City").

WITNESSETH:

WHEREAS, the County and City desire to increase their efficiency and effectiveness by entering into this contract; and

WHEREAS, such contract is authorized under Chapter 791 of the Government Code of the State of Texas, said law cited as the Interlocal Cooperation Act of the State of Texas; and

WHEREAS, the function of service contracted for and to be provided by this Agreement is within the definition of "Governmental Function and Services" as defined by Section 791.003 of the Government Code; and

WHEREAS, the function of service contracted to be provided is a function or service that each party to the contract is authorized to perform individually.

NOW THEREFORE, for the mutual covenants and considerations expressed herein, the County and the City hereby agree as follows:

1. The County agrees to provide labor, equipment and materials necessary to complete road maintenance, enhancements, repairs and other projects that may be requested by City and accepted by County pursuant to this Agreement. Function or services provided shall include maintenance, repair and construction of streets, roads, alleys, bridges, and parking areas, as well as the maintenance and construction of waterways and ditches. The County shall further be authorized to sell City goods and services.
2. The City shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
3. The City, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to City.
4. The term of this Agreement shall be for a fixed period commencing on the date of execution by the last governing body's authorized agent and ending on December 31st, 2025 ("Effective Period").

(5d)

5. Both parties acknowledge and understand, in reference to any project undertaken under this Agreement involving the maintenance, repair, and construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches, the following:
 - a) that prior to beginning said project, a "Work Order" in the form similar to Exhibit A attached hereto shall be adopted describing the project to be undertaken and identifying the project's location; and
 - b) that the payment and penalty provisions set out in Section 791.014 of the Government Code Interlocal Cooperation Act shall apply to this Agreement.
6. City agrees to pay within (30) days of billing for the goods, governmental function, and/or services provided in an amount that fairly compensates for service or functions performed by under this Agreement, or as outlined by the Texas Prompt Payment Act.
7. Nothing contained in this Agreement is intended to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. This Agreement does not create a joint enterprise, nor does it appoint any Party as an agent of the other Party, for any purpose whatsoever.
8. Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party.

EXECUTED in duplicate this the _____ day of _____, 20____.

ELLIS COUNTY, TEXAS

By: _____
Todd B. Little, County Judge

ATTEST:

By: _____
Krystal C. Valdez, County Clerk

CITY OF WAXAHACHIE, TX.

By: _____
Michael Scott, City Manager

Attest:

Amber Villarreal, City Secretary

(5c)



Memorandum

To: Honorable Mayor and City Council
From: Kumar Gali, Senior Director of Utilities
Thru: Michael Scott, City Manager
Date: November 4, 2024
Re: Consider Contract Extension for Chlorine Dioxide Generator Equipment Rental, Maintenance Service and Chemical Purchase

Motion: "I move to approve a contract extension with Evoqua Water Technologies for rental of chlorine dioxide generator equipment, maintenance services, and purchase of sodium chlorite chemical for water treatment at Howard Road and Robert W. Sokoll Water Treatment Plants and authorize the City Manager to execute all the necessary documents."

Item Description: Consider approval of a contract extension with Evoqua Water Technologies for rental of chlorine dioxide generator equipment, for maintenance services, and for purchase of sodium chlorite chemical for water treatment at Howard Road and Robert W. Sokoll Water Treatment Plants.

Item Summary: Each year the contract with Evoqua is extended for a year because they are the sole source provider for the equipment, chemical supply and maintenance services. Sodium Chlorine Dioxide is utilized as a disinfectant and for iron and manganese control at the Howard Road and Robert W. Sokoll Water Treatment Plants. The contract extension will be effective October 1, 2024 to September 30, 2025.

Fiscal Impact: The contract amount of \$0.934 per liquid pound of sodium chlorite is an approved budget expense included in the Utility Department's FY-2025 operations and maintenance budget.



Memorandum

To: Honorable Mayor and City Council
From: Kumar Gali, Senior Director of Utilities
Thru: Michael Scott, City Manager
Date: November 4, 2024
Re: Consider Annual Contract for Maintenance of Standby Generators

Motion: "I move to approve an annual contract with Holt Cat in the amount of \$65,950 for maintenance of Utility Department's standby generators and authorize the City Manager to execute all the necessary documents."

Item Description: Consider award of an annual contract via the BuyBoard cooperative purchase platform with Holt Cat in the amount of \$65,950 for maintenance of standby generators at various Utility Department's facilities.

Item Summary: The City of Waxahachie owns and operates lift stations, pump stations, wastewater treatment plant, and water treatment plants. Each location is equipped with a standby generator to ensure continued operations during power outages. Staff seeks to utilize Holt Cat to perform preventive maintenance services for the standby generators.

The City will continue to use this purchasing cooperative for as long as the services remain available. The maintenance agreement will automatically renew each year at the current year's pricing, unless either party cancels the agreement with a 30-day written notice prior to its expiration.

Fiscal Impact: The annual standby generator maintenance is an approved budgeted expense included in the Utility Department's FY-2025 operations and maintenance budget.



Memorandum

To: Honorable Mayor and City Council
From: Kumar Gali, Senior Director of Utilities
Thru: Michael Scott, City Manager
Date: November 4, 2024
Re: Consider Agreement with Xylem Water Solutions for Replacement of a Pump

Motion: "I move to approve an agreement with Xylem Water Solutions USA, Inc. in the amount of \$111,000 for the replacement of Pump No.1 at Jefferson Lift Station and authorize the City Manager to execute all the necessary documents."

Item Description: Consider agreement with Xylem Water Solutions USA, Inc. in the amount of \$111,000 for the replacement of Pump No.1 at Jefferson Lift Station. This is a sole source vendor to maintain pump compatibility with existing equipment.

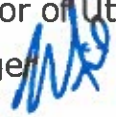
Item Summary: Jefferson Lift Station is an essential component of the City's wastewater collection system. The pumps at the Jefferson Lift Station are crucial for moving wastewater from the collection system to Howard Wastewater Treatment Plant. Pump No.1 is one of the seven pumps at the Jefferson Lift Station and has recently failed due to the age of the equipment. The scope of the agreement includes replacement of the pump and its associated appurtenances, and necessary electrical connections to the panels.

Fiscal Impact: The replacement of Pump No. 1 at Jefferson Lift Station will be funded through the approved Utility Department's FY-2025 operations and maintenance budget in the amount of \$111,000.

(5h)



Memorandum

To: Honorable Mayor and City Council
From: Kumar Gali, Senior Director of Utilities
Thru: Michael Scott, City Manager 
Date: November 4, 2024
Re: Consider Agreement with Odessa Pumps & Equipment Inc. for Repair of a Pump Motor

Motion: "I move to approve an agreement with Odessa Pumps & Equipment Inc. in the amount of \$103,926 for repair of a pump motor at the Raw Water Pump Station No.2 and authorize the City Manager to execute all the necessary documents."

Item Description: Consider approval of an agreement with Odessa Pumps & Equipment Inc. in the amount of \$103,926 for the repair of the motor in Pump No.3 at the Raw Water Pump Station No.2 located at Lake Waxahachie. This is an emergency repair to ensure we maintain the ability to provide raw water to the Howard Road Treatment Plant.


Item Summary: Two raw water pump stations supply water to the Howard Road Water Treatment Plant from Lake Waxahachie. The Raw Water Pump Station No.2 Pump No.3 motor experienced an electrical fault and is currently non-operational. The scope of the agreement is to retrieve the motor from the lake with a crane, troubleshoot, repair the motor, and reinstall it.

Fiscal Impact: The repair of the Pump No. 3 motor at Raw Water Pump Station No.2 will be funded through the approved Utility Department's FY-2025 operations and maintenance budget in the amount of \$103,926.

(5i)



Memorandum

To: Honorable Mayor and City Council
From: Kumar Gali, Senior Director of Utilities
Thru: Michael Scott, City Manager 
Date: November 4, 2024
Re: Consider Agreement with Magna Flow Environmental Inc for Sludge, Grit, and Debris Removal at Treatment Plants and Lift Stations

Motion: "I move to approve an agreement with Magna Flow Environmental Inc. for sludge, grit, and debris removal at the treatment plants and lift stations as needed and authorize the City Manager to execute all the necessary documents."

Item Description: Consider approval of an agreement with Magna Flow Environmental Inc. through an interlocal agreement with City of Baytown for the removal of sludge, grit, and debris at treatment plants and lift stations as needed.

Item Summary: The City of Baytown has competitively completed the bidding process and awarded a contract to Magna Flow Environmental Inc. for sludge, grit, and debris removal work. By utilizing our interlocal cooperative purchase agreement with the City of Baytown, the City of Waxahachie will be able to leverage the competitive pricing structure.

This agreement is for an initial one-year term and allows for up to four (4) one-year renewals, for a total not to exceed five (5) years. The City of Waxahachie will exercise the renewal option if it is mutually agreeable between all parties at the end of each contracting period. This agreement is for services on an as needed basis and will be on a price per cubic yard, as well as the price per gallon for wet haul services. Approval of this agreement does not obligate the City to expend

(5i)

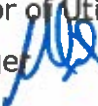
funds, but it does provide fixed unit pricing for sludge, grit, and debris removal for a defined period of time

Fiscal Impact: Removal of sludge, grit, and debris at treatment plants and lift stations is an approved budget expense included in the Utility Department's FY-2025 operations and maintenance budget.

(5j)



Memorandum

To: Honorable Mayor and City Council
From: Kumar Gali, Senior Director of Utilities
Thru: Michael Scott, City Manager 
Date: November 4, 2024
Re: Consider Contracts for Annual Preventive Maintenance of Large Diameter Sanitary Sewers and Manholes

Motion: "I move to approve a contract with Vortex Services LLC in the amount of \$59,990 for annual preventive maintenance and rehabilitation of manholes and a contract with Vortex Services LLC in the amount of \$143,980 for annual preventive maintenance of large diameter sanitary sewer lines and authorize the City Manager to execute all the necessary documents."

Item Description: Consider approval of two (2) contracts with Vortex Services LLC for total amount of \$203,970 for annual preventive maintenance of large diameter sanitary sewers and manholes.

Item Summary: This is the second year of the City's efforts in preventive maintenance of large diameter sanitary sewer lines and manholes project, which includes Closed Circuit Television (CCTV), cleaning of the sewer lines, and rehabilitation of manholes. Contracts include preventive maintenance of approximately 13,750 linear feet of large diameter sanitary sewer lines and rehabilitation of approximately 20 manholes.

Staff will utilize BuyBoard cooperative purchasing to engage Vortex Services LLC for these services. The City will continue to use this purchasing cooperative for as long as the BuyBoard contracts remains available.

Fiscal Impact: The two contracts totaling \$203,970 for annual preventive maintenance of large diameter sanitary sewers and manholes are an approved budget expense included in the Utility Department's FY-2025 operations and maintenance budget.

(5K)



Memorandum

To: Honorable Mayor and City Council
From: Kyle Cooper, Senior Director of Parks & Recreation
Thru: Michael Scott, City Manager
Date: November 4, 2024
Re: Consider Supplemental Appropriation and Contract Award for Cemetery Security Camera Installation

Motion: "I move to approve a contract with Centennial Contractors Enterprises, Inc. for the installation of security cameras at the City Cemetery and approve a supplemental appropriation not to exceed \$75,000 from the Cemetery Fund unreserved fund balance to fund the project, and authorize the City Manager to execute all necessary documents."

Item Description: Consider approving a contract with Centennial for the installation of security cameras at the City Cemetery and approve a supplemental appropriation not to exceed \$75,000 from the Cemetery Fund unreserved fund balance to fund the project.

Item Summary: In 2022, the City of Waxahachie Cemetery experienced vandalism resulting in over 275 damaged headstones that have since been repaired. In response to concerns regarding cemetery security, City Council approved \$50,000 funding for security cameras to be installed as part of the FY23-24 budget. However, due to change in providers and equipment, and also anticipating fiber optic lines being installed near the site, the security cameras were delayed and not installed in FY23-24. Therefore, the funding was not fully spent and had to be returned to the reserve balance at the end of the fiscal year.

It is important to note that since the vandalism event in 2022, there have been no documented incidents of vandalism at the city cemetery. Nevertheless, the Cemetery Board has recommended proceeding with the installation of security cameras.

(5K)

The surveillance project will include the addition of five pole mounted security cameras, some with the ability to read license plates and expanded field of view, strategically placed to enhance security coverage within the cemetery. The original budget for this project was \$50,000, however, the latest equipment, power source needs, and increased labor costs are more than the original budget. Staff is requesting a supplemental appropriation from the Cemetery Fund reserve not to exceed \$75,000 to fund the project, any unused funds will return to the fund balance.

After careful consideration, Centennial Contractors Enterprises, Inc. was selected as the contractor to manage the project based on their experience, service offerings, and competitive pricing through a purchasing cooperative.

Fiscal Impact: The Cemetery Fund unreserved fund balance has sufficient capacity to cover the \$75,000 supplemental appropriation request. The specific line item subject to increase is 221-360-56100 Supplies & Equipment for FY24-25.

(51)



Memorandum

To: Honorable Mayor and City Council
From: Dale Sigler, Director of Administrative Services
Thru: Michael Scott, City Manager *MS*
Date: October 30, 2024
Re: Consider Approval of Early Release Bid Package 02 for City Hall Remodel and Construction Project

Recommended Motion: "I move to approve the expenditure for early release bid package 02 in the amount of \$900,977 with Turner Construction Company for the City Hall Remodel and Construction Project and authorize the City Manager to execute all documents as necessary."

Item Description: Consider approval of the second early release bid package in the amount of \$900,977 with Turner Construction Company for the City Hall Remodel and Construction Project. As presented before, additional amendments will be required in the future as more bid packets are issued as the project advances.

Item Summary: Turner advertised for competitive bids for the foundation system and electrical equipment scope of work for the City Hall Remodel and Construction Project. This package covers the concrete package for the foundation for the new three-story structure and the long lead time electrical panels (20 - 36 weeks) needed for the project.

Fiscal Impact: The final construction cost or Guaranteed Maximum Price ("GMP") will be brought back to Council in the future (after a number of additional early release packages are initiated) for final approval for these expenses. The anticipated total cost of the project remains unchanged. This has been made clear to the architect as well as the proposing CMAR firms. There are sufficient funds available in the City Hall Remodel and Construction Project budget to fund the contract.



Memorandum

To: Honorable Mayor and City Council
From: Chris Cunningham, IT Director
Thru: Michael Scott, City Manager
Date: October 30, 2024
Re: Consider Approval of Contract with Capco Telecom, LLC for Fiber Infrastructure Enhancement Projects

Recommended Motion: "I move to approve a contract with Capco Telecom, LLC in the amount of \$776,931.50 for City of Waxahachie fiber infrastructure enhancement projects for Fire Station 4, Getzendaner Park, City Cemetery, and Lee Penn Park Pool, and approve the use of Coronavirus Local Fiscal Recovery Funds to fund these projects, and authorize the City Manager to execute all documents as necessary."

Item Description: Consider approval of a contract with Capco Telecom, LLC. in the amount of \$776,931.50 for the City of Waxahachie private fiber infrastructure enhancement projects and using Coronavirus Local Fiscal Recovery Funds (CLFRF) as the funding source.

Item Summary: Information technology connectivity and reliability plays a critical role in the overall success of the City of Waxahachie. The City continues to invest in its private fiber infrastructure throughout the City. These projects help ensure that City facilities, including public safety, have fast, reliable and secure connectivity. Furthermore, fiber helps the City to implement enhanced security measures at locations when city staff are not available at all hours like pools, parks and cemeteries.

(5m)

City staff has identified four (4) locations we believe are the next reasonable locations to further build out the City's fiber infrastructure:

1. Fire Station 4	\$292,587.43
2. Getzendaner Park	\$165,089.12
3. City Cemetery	\$219,460.87
4. Penn Park Pool	<u>\$ 99,794.08</u>
Total:	\$776,931.50

Staff reviewed options for procuring these projects and identified Capco Telecom LLC through an Interlocal Agreement with the Frisco Independent School District (Bid Number RFP001-2020-09) that was approved by Council on July 5, 2022. The City has worked with Capco Telecom on several other projects and is familiar with their team and work product.

Fiscal Impact: These projects will be funded in full by remaining CLFRF funding the City has received. No other funding is needed.

(5n)



Memorandum

To: Honorable Mayor and City Council
From: Lindsey Mearns, Senior Director of Human Resources & Civil Service
Thru: Michael Scott, City Manager
Date: November 4, 2024
Re: City of Waxahachie 2025 Holiday Schedule

Recommended Motion: "I move to adopt the proposed 2025 Holiday Schedule"

Item Description: City of Waxahachie 2025 Holiday Schedule

Item Summary: In 2024, City Council approved the addition of Juneteenth as a city observed holiday resulting in a total of twelve (12) city observed holidays each year including:

- New Year's Day
- Martin Luther King Jr. Day
- Good Friday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Eve
- Christmas Day

Attached is the proposed 2025 Holiday Schedule. We appreciate your consideration on this matter.



(5n)

City of Waxahachie 2025 Holiday Schedule

The following holidays will be observed by the City of Waxahachie in 2025:

- **New Year's Day**
Wednesday, January 1, 2025
- **Martin Luther King Jr. Day**
Monday, January 20, 2025
- **Good Friday**
Friday, April 18, 2025
- **Memorial Day**
Monday, May 26, 2025
- **Juneteenth**
Thursday, June 19, 2025
- **Independence Day**
Friday, July 4, 2025
- **Labor Day**
Monday, September 1, 2025
- **Veteran's Day**
Tuesday, November 11, 2025
- **Thanksgiving Day**
Thursday, November 27, 2025
- **Day after Thanksgiving Day**
Friday, November 28, 2025
- **Christmas Eve**
Wednesday, December 24, 2025
- **Christmas Day**
Thursday, December 25, 2025

PROCLAMATION (7)

WHEREAS, municipal courts play a significant role in preserving public safety and promoting quality of life in Texas; and

WHEREAS, more people come in contact with municipal courts than all other Texas courts combined and public impression of the Texas judicial system is largely dependent upon the public's experience in municipal court; and

WHEREAS, state law authorizes a municipality to either appoint or elect a municipal judge for a term of office, the Waxahachie Municipal Court is a state court and its judges are members of the state judiciary; and

WHEREAS, the procedures for the Waxahachie Municipal Court operations are set forth in the Texas Code of Criminal Procedure and other laws of the State of Texas; and

WHEREAS, the City of Waxahachie is committed to the notion that our legal system is based on the principle that an independent, fair, and competent judiciary will interpret and apply the laws that govern us and that judges and court personnel should comply with the law and act in a manner that promotes public confidence in the integrity and impartiality of the judiciary; and

WHEREAS, Waxahachie Municipal Judges are not policy makers for the City of Waxahachie but are bound by the law and the Canons of Judicial Conduct and are required to make decisions independent of the governing body of the City Council, city officials, and employees; and

WHEREAS, the City Council recognizes that the Constitution and laws of the State of Texas contain procedural safeguards in criminal cases for all defendants, including indigent defendants, and supports the Waxahachie Municipal Court in complying with such legal requirements.

NOW, THEREFORE, be it resolved that I, Billie Wallace, Mayor of Waxahachie, along with the entire City Council do hereby proclaim November 4 – 8, 2024 as

“MUNICIPAL COURT WEEK”

in the City of Waxahachie and recognize the fair and impartial justice offered to our citizens by the Municipal Court of Waxahachie.

Proclaimed this 4th day of November 2024.

MAYOR

ATTEST:

CITY SECRETARY

**Planning & Zoning Department
Zoning Staff Report**

(8)

Case: ZDC-111-2023



MEETING DATE(S)

Planning & Zoning Commission: October 29, 2024

City Council: November 4, 2024

CAPTION

Public Hearing on a request by Jovie K. Corpuz Sanchez for a **Specific Use Permit (SUP)** for an **Accessory Structure exceeding one-thousand (1,000) square feet in combined floor area for more than two (2) existing accessory structure use** within a **Planned Development - Twenty-three (23) - Single Family -1 (PD-23-SF-1)** zoning district located at 153 Homestead Lane (Property ID 269674) – Owner: Roberto Sanchez & Jovie K. Corpuz Sanchez (ZDC-111-2023)

RECOMMENDED MOTION

"I move to approve ZDC-111-2023, Specific Use Permit (SUP) for an Accessory Structure exceeding one-thousand (1,000) square feet in combined floor area for more than two (2) existing accessory structure use within a Planned Development –Twenty-three (23)-Single Family-1 (PD-23-SF-1) zoning district, subject to the conditions the staff report, authorizing the Mayor and/or City Manager to sign the associated documents accordingly."

Staff has received letters of opposition to the proposed Specific Use Permit (SUP) request that exceeds 20% of the property by acreage within the 200' notification buffer for the subject property. Per Section 2.04 of the Waxahachie Zoning Ordinance, a favorable vote of three-fourths (3/4) of all members, which equates to four (4) out of the five (5) members, of the City Council shall be required to approve this SUP request.

ACTION SINCE INITIAL STAFF REPORT

At the Planning & Zoning Commission meeting held on October 29, 2024, the Commission voted 6-0 to recommend approval of case number ZDC-111-2023, subject to the conditions of the staff report and the additional condition noted below:

- *A maximum of two accessory structures shall be permitted on the property. The property owner shall either remove one (1) existing accessory structure on the subject property or attach one (1) existing accessory structure to the proposed accessory structure.*

APPLICANT REQUEST

The applicant requests approval of a SUP to allow for a 2,083 square foot Accessory Structure.

(8)

CASE INFORMATION

Applicant: Jovie K. Corpuz Sanchez

Property Owner(s): Roberto Sanchez & Jovie K. Corpuz Sanchez

Site Acreage: 1 acre

Current Zoning: Planned Development--Twenty-Three (23)-Single Family-1 (PD-23-SF-1)

Requested Zoning: Accessory structure exceeding one-thousand (1,000) square feet in combined floor area for more than two (2) existing Accessory structures

SUBJECT PROPERTY

General Location: 153 Homestead Lane

Parcel ID Number(s): 269674

Existing Use: Residential use

Development History: The subject property is a platted lot, Lot 15, Block A of the Homestead Estates.

Adjoining Zoning & Uses:

Direction	Zoning	Current Use
North	PD-23-SF-1	Residential with SUP for Accessory Structure
East	PD-23-SF-1	Residential with SUP for Private Stables
South	PD-23-SF-1	Residential with SUP for Accessory Structure
West	PD-23-SF-1	Residential

Future Land Use Plan: Residential Neighborhood

Comprehensive Plan: This placetype serves to create neighborhoods built with a traditional walkable block/street grid network that allows some variation in housing typologies. Although this placetype will predominantly consist of traditional single family detached housing, denser housing types are encouraged such duplex, cottage courts, and townhomes. Both residential and commercial uses need to be context sensitive. Commercial uses in this placetype may be a small pop up facility or a home converted to a small store front. Walkability is key for neighborhood commercial uses so that they are accessible from surrounding neighborhoods.

Thoroughfare Plan: The subject property is accessible via Homestead Lane.

Site Image:

(8)



PLANNING ANALYSIS

The Applicant requests a Specific Use Permit for an accessory structure exceeding 700+ SF, making the proposed structure to be approximately 2,083 SF proposed by the applicant. This requires a SUP in its own right, regardless of the number or size of other accessory structures on the property. There are two (2) existing accessory structures being utilized as storage sheds on the subject property. These existing structures are approximately 168 square feet and 120 square feet in size; therefore, the total square footage of existing and proposed accessory structures exceeds 1,000 square feet and requires a SUP to be approved by City Council.

Proposed Use:

According to the Ellis County Appraisal District, the existing primary dwelling structure is approximately 4,055 square feet, and the proposed accessory structure is approximately 2,083 square feet. The accessory structure is comprised of metal panels and is proposed to be used for the storage of household equipment and a camper. The applicant has noted that the structure will have plumbing and electrical work done. The applicant proposes to extend the existing concrete drive to the accessory structure. The applicant has also confirmed to staff that the structure will not be used as a dwelling or short-term rental and will not be metered, sold, or leased separately from the existing primary structure.

Background:

Other properties in the area have larger accessory structures that have approved by SUP Specifically, the table below identifies the seven (7) accessory structures that have been recently approved by SUP in the Homestead Estates neighborhood.

Address	Ordinance	Size	Use
101 Homestead Lane	Ord. 3243 (12/21/20)	2,400 Square Feet	Storage/Workshop
125 Homestead Lane	Ord. 3254 (2/1/21)	3,100 Square Feet	Storage/Workshop & Patio
112 Homestead Lane	Ord. 3319 (3/21/22)	1,840 Square Feet	Storage/Workshop
156 Homestead Lane	Ord. 3259 (4/5/21)	2,400 Square Feet	Storage/Workshop
157 Homestead Lane	Ord. 3351 (11/21/24)	2,520 Square Feet	Storage/Workshop
144 Homestead Lane	Ord. 3417 (10/16/24)	1,710 Square Feet	Storage/Workshop
109 Sanders Drive	Ord. 3469 (3/18/24)	748 Square Feet	Workshop

(8)

PUBLIC NOTIFICATIONS

To comply with State law contained in Local Government Code Chapter 211 and the City's public hearing notice requirements, 11 notices were mailed to property owners within 200 feet of the request. In addition, a notice was published in the Waxahachie Sun and a sign was visibly posted at the property. Staff has received two (2) letters of opposition, and five (5) letters of support for the SUP request.

RECOMMENDATION

Based on the details provided in this Staff Report and the present status of the documents subject to the request, staff recommends approval of the SUP request subject to the conditions noted below.

Conditions:

1. The accessory structure shall not be used as a Short-Term Rental without a Specific Use Permit approved by City Council.
2. The accessory structure shall not be used as a dwelling without a Specific Use Permit approved by City Council.
3. The accessory structure shall not be used for commercial purposes.
4. The accessory structure shall not be leased or sold separately from the primary residence and shall not be separately metered.
5. The applicant shall obtain a permit from the City of Waxahachie Building Department prior to construction of the accessory structure.
6. A maximum of two accessory structures shall be permitted on the property. The property owner shall either remove one (1) existing accessory structure on the subject property or attach one (1) existing accessory structure to the proposed accessory structure.

ATTACHED EXHIBITS

1. Public Notification Responses
2. SUP Ordinance
3. Location Map (Exhibit A)
4. Site plan (Exhibit B)
5. Floor plan (Exhibit C)
6. Elevations (Exhibit D)

STAFF CONTACT INFORMATION

Prepared by:

Harper Lindamood
Planner
Harper.lindamood@waxahachie.com

Reviewed by:

Jennifer Pruitt, AICP, LEED-AP, CNU-A
Senior Director of Planning
jennifer.pruitt@waxahachie.com



City of Waxahachie, Texas
Notice of Public Hearing
Case Number: ZDC-111-2023

HARRINGTON RANDY & D'ANNE
100 WILLOWCREST DR
WAXAHACHIE, TX 75165-9533

The Waxahachie Planning & Zoning Commission will hold a Public Hearing on October 29, 2024 at 7:00 p.m. and the Waxahachie City Council will hold a Public Hearing on November 4, 2024 at 7:00 p.m. in Meeting Rooms A & B at the Waxahachie Civic Center, 2000 Civic Center Ln, Waxahachie, Texas to consider the following:

Request by Jovie K. Corpuz Sanchez for a Specific Use Permit (SUP) for an Accessory Structure exceeding one-thousand (1,000) square feet in combined floor area for more than two (2) existing accessory structure use within a Planned Development - Twenty-three (23) - Single Family - 1 (PD-23-SF-1) zoning district located at 153 Homestead Lane (Property ID 269674) – Owner: Roberto Sanchez & Jovie K. Corpuz Sanchez (ZDC-111-2023) Staff: Harper Lindamood

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: ZDC-111-2023 City Reference: 248513

Your response to this notification is optional. If you choose to respond, please return this form by 5:00 P.M. on October 23, 2024 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, 408 South Rogers Street, Waxahachie, TX 75165.

SUPPORT

OPPOSE

Comments:

I oppose this related to No fence on my property and that is too much for a small backyard to be junky!

D'Anne Harrington
Signature

D'Anne Harrington
Printed Name and Title

10/11/24
Date

100 Willowcrest
Address
Waxahachie

(8)



City of Waxahachie, Texas
Notice of Public Hearing
Case Number: ZDC-111-2023



DODDS ERICA L & BRIAN D
156 HOMESTEAD LN
WAXAHACHIE, TX 75165

The Waxahachie Planning & Zoning Commission will hold a Public Hearing on Tuesday, October 29, 2024 at 7:00 p.m. and the Waxahachie City Council will hold a Public Hearing on Monday, November 4, 2024 at 7:00 p.m. in Meeting Rooms A & B at the Waxahachie Civic Center, 2000 Civic Center Ln, Waxahachie, Texas to consider the following:

Request by Jovie K. Corpuz Sanchez for a Specific Use Permit (SUP) for an Accessory Structure exceeding one-thousand (1,000) square feet in combined floor area for more than two (2) existing accessory structure use within a Planned Development - Twenty-three (23) - Single Family -1 (PD-23-SF-1) zoning district located at 153 Homestead Lane (Property ID 269674) – Owner: Roberto Sanchez & Jovie K. Corpuz Sanchez (ZDC-111-2023) Staff: Harper Lindamood

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: ZDC-111-2023

City Reference: 269672

Your response to this notification is optional. If you choose to respond, please return this form by 5:00 P.M. on *October 23, 2024* 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, 408 South Rogers Street, Waxahachie, TX 75165.

SUPPORT

OPPOSE

Comments:

New


Signature

14 OCT 2024
Date

BRIAN D. DODDS - NEIGHBOR
Printed Name and Title

156 HOMESTEAD LN
Address *WAXAHACHIE, TX 75165*

(8)



City of Waxahachie, Texas
Notice of Public Hearing
Case Number: ZDC-111-2023

GENO OSBERTO JR & CHRISTINE M
157 Homestead Ln
Waxahachie, TX 75165-4008

The Waxahachie Planning & Zoning Commission will hold a Public Hearing on Tuesday, October 29, 2024 at 7:00 p.m. and the Waxahachie City Council will hold a Public Hearing on Monday, November 4, 2024 at 7:00 p.m. in Meeting Rooms A & B at the Waxahachie Civic Center, 2000 Civic Center Ln, Waxahachie, Texas to consider the following:

Request by Jovie K. Corpuz Sanchez for a Specific Use Permit (SUP) for an Accessory Structure exceeding one-thousand (1,000) square feet in combined floor area for more than two (2) existing accessory structure use within a Planned Development - Twenty-three (23) - Single Family -1 (PD-23-SF-1) zoning district located at 153 Homestead Lane (Property ID 269674) – Owner: Roberto Sanchez & Jovie K. Corpuz Sanchez (ZDC-111-2023) Staff: Harper Lindamood

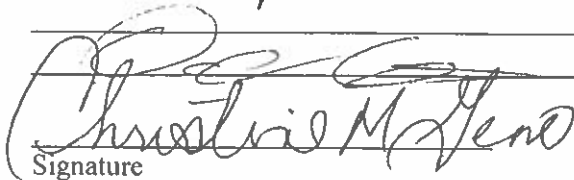
You received this notice because your property is within the area of notification as required by law. As an interested party you are welcome to make your views known by attending the hearings. If you cannot attend the hearings, you may express your views by filling in and returning the bottom portion 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: ZDC-111-2023

City Reference: 269673

Your response to this notification is optional. If you choose to respond, please return this form by 5:00 P.M. on *October 23, 2024* 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, 408 South Rogers Street, Waxahachie, TX 75165.

Comments: SUPPORT OPPOSE


Signature

10/13/2024
Date

Christine M. Geno
Printed Name and Title

157 Homestead Ln
Address
Waxahachie, TX 75165

Osberto Geno

(8)



City of Waxahachie, Texas
Notice of Public Hearing
Case Number: ZDC-111-2023

ALMAND THOMAS L & KAYE F
120 WILLOWCREST
WAXAHACHIE, TX 75165-9533

The Waxahachie Planning & Zoning Commission will hold a Public Hearing on Tuesday, October 29, 2024 at 7:00 p.m. and the Waxahachie City Council will hold a Public Hearing on Monday, November 4, 2024 at 7:00 p.m. in Meeting Rooms A & B at the Waxahachie Civic Center, 2000 Civic Center Ln, Waxahachie, Texas to consider the following:

Request by Jovie K. Corpuz Sanchez for a Specific Use Permit (SUP) for an Accessory Structure exceeding one-thousand (1,000) square feet in combined floor area for more than two (2) existing accessory structure use within a Planned Development - Twenty-three (23) - Single Family -1 (PD-23-SF-1) zoning district located at 153 Homestead Lane (Property ID 269674) – Owner: Roberto Sanchez & Jovie K. Corpuz Sanchez (ZDC-111-2023) Staff: Harper Lindamood

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: ZDC-111-2023

City Reference: 259868

Your response to this notification is optional. If you choose to respond, please return this form by 5:00 P.M. on October 23, 2024 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, 408 South Rogers Street, Waxahachie, TX 75165.

SUPPORT

OPPOSE

Comments:

This property is adjacent to my property & this is too small back yard for 2 structures. NO Privacy Fence!!

Kaye Almand

Signature

Kaye Almand

Printed Name and Title

10/11/24

Date

120 Willowcrest

Address

(8)

Case Number: ZDC-111-2023

City Reference: 269676

Your response to this notification is optional. If you choose to respond, please return this form by 5:00 P.M. on *October 23, 2024* 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, 408 South Rogers Street, Waxahachie, TX 75165.

SUPPORT

OPPOSE

Comments:

I SUPPORT THIS PROPOSAL.



Signature

GARY DAVIS

Printed Name and Title

10/21/2024

Date

109 SANDERS DR.

Address

WAXAHACHIE, TX 75165

RECEIVED OCT 24 2024

(8)

Venissat, Michelle

From: Fisher, Alison <af108503@ohio.edu>
Sent: Tuesday, October 29, 2024 8:13 PM
To: Planning
Cc: Lindamood, Harper
Subject: Case #ZDC-111-2023

Good evening,

This email is being sent to support the building structure to be built at 153 Homestead Lane Waxahachie Tx, 75165.

Thank you,

Alison Schran
152 Homestead Lane Waxahachie, TX 75165

(8)

Venissat, Michelle

From: Michelle Tucker <michelleanntucker18@gmail.com>
Sent: Tuesday, October 29, 2024 9:15 PM
To: Planning; Lindamood, Harper
Subject: Case #ZDC-111-2023

We live at 144 Homestead Lane Waxahachie, Tx and we approve the structure requesting to be built.

Warm regards,

Michelle Tucker

(9)

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A SPECIFIC USE PERMIT (SUP) TO PERMIT AN ACCESSORY STRUCTURE EXCEEDING ONE-THOUSAND (1,000) SQUARE FEET IN COMBINED FLOOR AREA FOR MORE THAN TWO (2) EXISTING ACCESSORY STRUCTURES USE WITHIN A PLANNED DEVELOPMENT-TWENTY-THREE 23-SINGLE FAMILY-1 (PD-23-SF-1) ZONING DISTRICT, LOCATED 153 HOMESTEAD LANE, BEING PROPERTY ID 269674, IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, BEING A PORTION OF LOT 15, BLOCK A OF THE HOMESTEAD ESATES ADDITION, AND ORDERING THE CHANGING OF THE ZONING MAP THEREOF IN ACCORDANCE WITH SAID CHANGE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WAXAHACHIE, TEXAS:

WHEREAS, the City Council of the City of Waxahachie having heretofore adopted a zoning ordinance and map showing the classification of the various property located within the city limits of said City; and

WHEREAS, the described property is classified in said ordinance and any amendments thereto as C; and

WHEREAS, a proper application for a SUP has been made in accordance with the zoning ordinances in the City of Waxahachie and said application has been assigned case number ZDC-111-2023. Said application having been referred to the Planning and Zoning (P&Z) Commission was recommended by the P&Z Commission for approval and the issuance thereof; and

WHEREAS, proper notification has been published for the time and in the manner as prescribed by the city ordinance of the City of Waxahachie for a public hearing thereon; and,

WHEREAS, a proper hearing was held as required by law and the Council having heard all arguments for and against said SUP;

NOW, THEREFORE, this property is rezoned from PD-23-SF-1 to PD-23-SF-1, with a SUP in order to permit an Accessory structure exceeding one-thousand (1,000) square feet in combined floor area for more than two (2) existing Accessory structures use on the following property: Lot 15, Block A of the Homestead Estates Addition, which is shown on Exhibit A, in accordance with the Site Plan attached as Exhibit B, the Floor Plan attached as Exhibit C, and the Elevations attached as Exhibit D.

SPECIFIC USE PERMIT

Purpose and Intent

The purpose of this Ordinance is to provide the appropriate restrictions and development controls that ensure this Specific Use Permit is compatible with the surrounding development and zoning and to also ensure that the development complies with the City's Comprehensive Plan and Zoning Ordinance.

(9)

Specific Use Permit

FOR OPERATION OF ACCESSORY STRUCTURE EXCEEDING ONE-THOUSAND (1,000) SQUARE FEET IN COMBINED FLOOR AREA FOR MORE THAN TWO (2) EXISTING ACCESSORY STRUCTURES USE WITHIN A PLANNED DEVELOPMENT-TWENTY-THREE 23-SINGLE FAMILY-1 (PD-23-SF-1) ZONING DISTRICT the following standards and conditions are hereby established as part of this ordinance:

1. The development shall conform as approved by the City Council under case number ZDC-111-2023.
2. The development shall adhere to the City Council approved in Exhibit A- Location Map, Exhibit B – Site Plan, Exhibit C – Floor Plan, and Exhibit D – Elevations.
3. The accessory structure shall not be used as a Short-Term Rental without a Specific Use Permit approved by City Council.
4. The accessory structure shall not be used as a dwelling without a Specific Use Permit approved by City Council.
5. The accessory structure shall not be used for commercial purposes.
6. The accessory structure shall not be leased or sold separately from the primary residence and shall not be separately metered.
7. A maximum of two accessory structures shall be permitted on the property. The property owner shall either remove one (1) existing accessory structure on the subject property or attach one (1) existing accessory structure to the proposed accessory structure.
8. All improvements within the subject property will be subject to obtaining building permits from the City in accordance with the City's applicable rules and regulations governing such permits.
9. The development shall maintain compliance with all Federal, State and Local regulations; including, but not necessarily limited to, all applicable standards and regulations of the City of Waxahachie Municipal Code and City of Waxahachie Zoning Ordinance.
10. Any zoning, land use requirement, or restriction not contained within this Zoning Ordinance (Ordinance No. TBD) shall conform to those requirements and/or standards prescribed in Exhibit B – Site Plan, Exhibit C - Floor Plan, and Exhibit D – Elevations. Where regulations are not specified in Exhibits B, C, D, or this Zoning Ordinance (Ordinance No. TBD), the regulations of the Planned Development-Twenty-Three (23) - single family-1 (PD-23-SF-1) zoning district of the City of Waxahachie Zoning Ordinance shall apply to this development.

(9)

11. City Council shall have the right to review the Specific Use Permit at any point, if needed.

Compliance

1. It shall be unlawful for the owner, manager, or any person in charge of a business or other establishment to violate the conditions imposed by the City Council when a Specific Use Permit is granted, and the violation of those conditions could result in a citation being issued by the appropriate enforcement officers of the City of Waxahachie.
2. Furthermore, by this Ordinance, if the premises covered by this Specific Use Permit is vacated and/or cease to operate for a period exceeding six months (6 months), a new Specific Use Permit shall be required to re-establish the use.
3. This Specific Use Permit shall run with the tenant and therefore shall not be transferred from tenant to tenant.

An emergency is declared to exist in that needed and approved improvements will be unnecessarily delayed if this ordinance is not effective upon passage and this ordinance is to be effective upon passage.

The zoning map of the City of Waxahachie is hereby authorized and directed to be demarked in accordance therewith.

PASSED, APPROVED AND ADOPTED on this 4th day of November, 2024.

MAYOR

ATTEST:

City Secretary

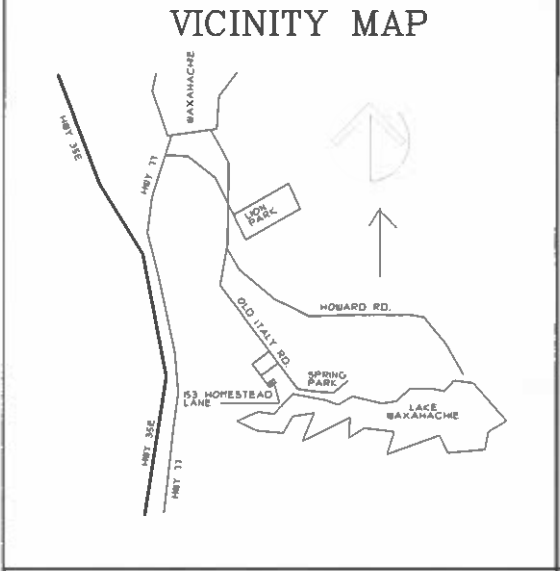
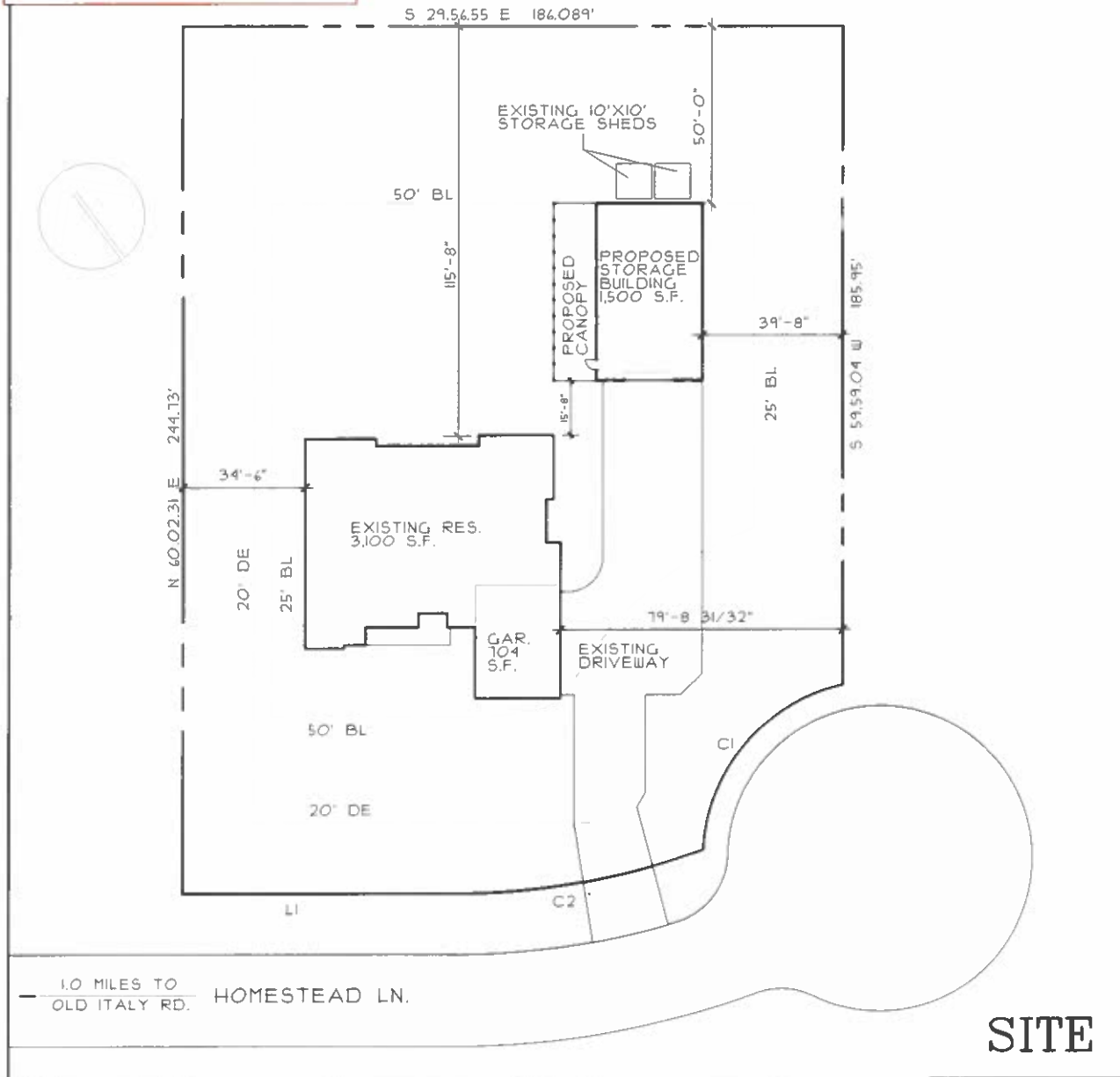
(9)

EXHIBIT A - LOCATION MAP



(9)

EXHIBIT B - SITE PLAN



SITE DATA:

LEGAL DESCRIPTION:
LOT 15 BK A HOMESTEAD ESTATES 1.0 AC

ZONING: RESIDENTIAL

AREA: 1.0 ACRES

CITY: WAXAHACHE

COUNTY: ELLIS

RESIDENTIAL DRAWING SERVICES:
GREGORY A. POTTER
320 RUSTIC OAKS ROAD
COMBINE, TX 75159
PH: (559) 706-7769

PROPOSED STORAGE BUILDING FOR:
ROBERT & JOVIE SANCHEZ
153 HOMESTEAD LANE
WAXAHACHE, TEXAS
PH: (559) 718-8470

JOB NO.
WAX 2023
DATE:
7/19/23
REV
SCALE:
1" = 30'-0"
PAGE NO.
1

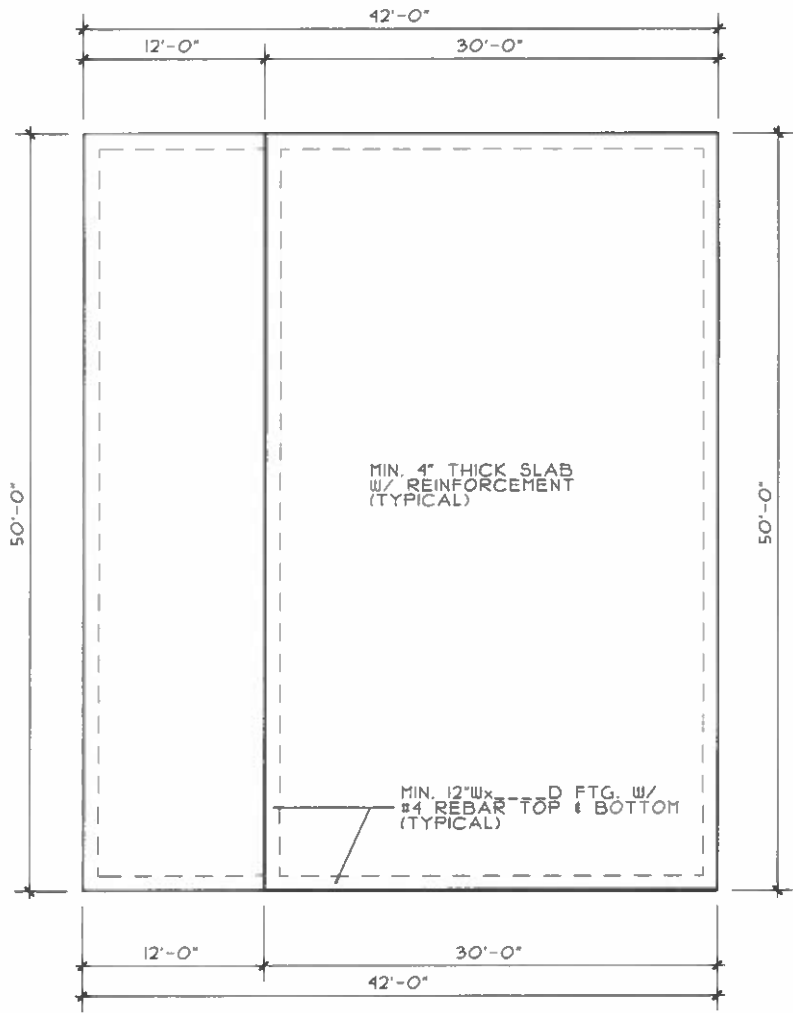
1.0 MILES TO
OLD ITALY RD. HOMESTEAD LN.

SITE PLAN

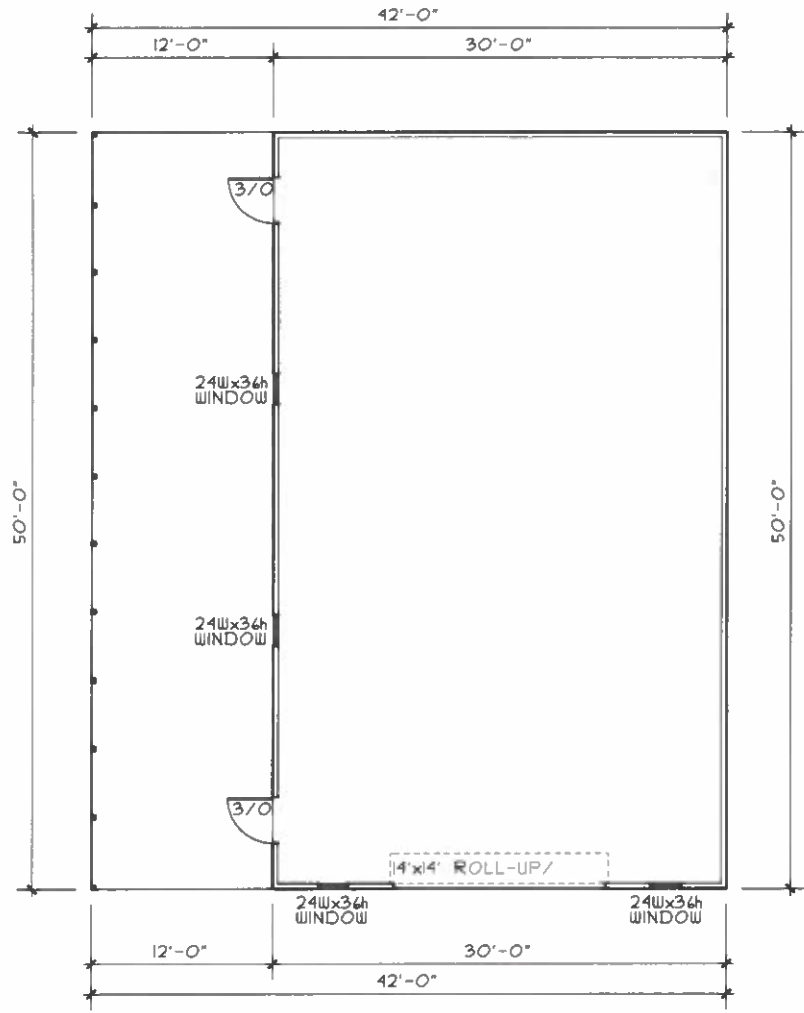
CASE NUMBER:

(9)

EXHIBIT C - FLOOR PLAN



FOUNDATION PLAN



FLOOR PLAN

RESIDENTIAL DRAWING SERVICES:
GREGORY A. POTTER
320 RUSTIC OAKS ROAD
COMBINE, TX 75159
PH: (559) 706-7769

PROPOSED STORAGE BUILDING FOR:
ROBERT & JOVIE SANCHEZ
153 HOMESTEAD LANE
WAXAHACHIE, TEXAS
PH: (559) 718-8470

JOB NO. 0623

DATE: 6/1/23

REV.

2.0

PAGE NO.

EXHIBIT D - ELEVATIONS

(9)

Mueller, Inc. 3D Design Tool Project Specifications

Project Name: **New Project 7-20-2023**
Project Date: **07/20/2023 01:34:39 PM**

Customer Mailing Address

(NOTE: Quote details are only visible to logged in user,
not visible if shared.)

Jovie Sanchez

Jovie Sanchez
Waxahachie, TX 75165
Phone/Email: 559-718-8470 / jovie_sanchez@yahoo.com



3D QUOTE DATA
Project Not Quoted.

Building Details

Basics (in ft.):
width X length X height: **30 X 50 X 16**
Pitch: **5**
Overhang sides: **0**
Overhang end: **0**
Single slope: **no**
Wainscot: **Matte Black**
Gutter: **yes**

Leantos

Left: width: 12, pitch: 2, drop: 2, cut_front: 0, cut_back: 0

Colors

Wall:	Roof:	Trim:
Twilight Grey	Matte Black	Matte Black

RollUp: **Bright White**
Wainscot: **Matte Black**
Liner Panels: **none**

Accessories

Ridge Vent Type / Mode: **none**

Insulation: **yes**

front wall rollup_14x14

left wall door_3x7

left wall window_3x3

front wall window_3x3

left wall door_3x7

back wall rollup_8x8

front wall window_3x3

left wall window_3x3

EXHIBIT D - ELEVATIONS

(9)

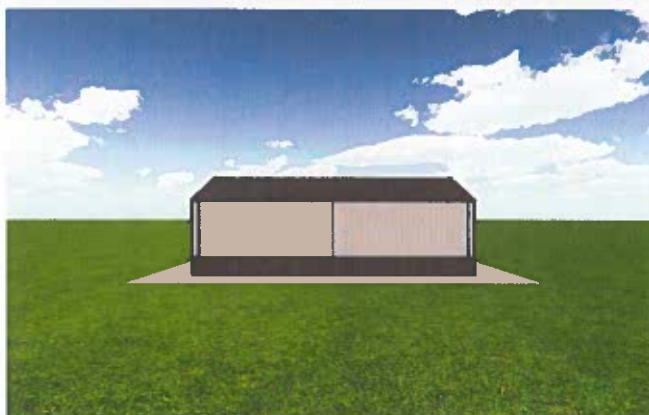
FRONT



LEFT SIDE



RIGHT SIDE



BACK



July 20, 2023



Thank you for your interest in Mueller, Inc.



Memorandum

To: Honorable Mayor and City Council
From: Kumar Gali, Senior Director of Utilities
Thru: Michael Scott, City Manager *MS*
Date: November 4, 2024
Re: Consider Change Order No.6 for Grove Creek Parallel Gravity Trunk Sewer Phase IV Project

Motion: "I move to approve Change Order No.6 for Grove Creek Parallel Gravity Trunk Sewer Phase IV Project with Circle H Contractors, LP for the installation of concrete rip rap and a 48-inch steel encasement in the amount of \$222,060 with an additional contingency of \$50,000 to be funded by Wastewater Impact Fees, and authorize the City Manager to execute all the necessary documents."

Item Description: Consider approval of a Change Order No.6 with Circle H Contractors, LP in the amount of \$222,060 and an additional contingency of \$50,000 for the installation of concrete rip rap and a 48-inch steel encasement. The portion of the project associated with this change order has numerous variables and potentially unforeseen challenges that may occur. Therefore, the contingency amount is proportionally higher than typically requested for projects.

Item Summary: The Grove Creek Parallel Gravity Trunk Sewer construction contract was approved by Council in March of 2023. Construction includes installation of approximately 18,675 linear feet of new 33-inch sanitary sewer line, construction is approximately 90% complete.

Recently City staff and the Contractor has noticed degradation of cement stabilized backfill and is creating threat to the integrity of the sanitary sewer

(10)

infrastructure. City staff is proposing to remove the cement stabilized backfill and install concrete rip rap for protection of the infrastructure. This Change Order No.6 also includes tunneling 60 linear feet with a 48-inch steel encasement to avoid unexpected underground utility conflicts. Additionally, this change order extends the project duration by 35 days.


Council approved a contingency of \$150,000 with the original construction contract. Currently the contract has a remaining contingency of approximately \$112,090. The total cost for the Change Order No.6 is \$334,140. Staff is seeking approval for remaining \$222,060 funds for executing Change Order No.6.

Fiscal Impact: Grove Creek Parallel Gravity Trunk Sewer Phase IV construction is an approved Utilities CIP project. Construction was funded through the 2020 and 2021 Wastewater Bond sales and Wastewater Impact Fees, with a project budget of \$7,074,000. The Change Order No.6 with Circle H Contractors, LP will be funded through Wastewater Impact Fees in the amount of \$222,060 and city staff is requesting an additional \$50,000 contingency for a total cost of \$272,060. The revised total cost of the construction is \$7,346,060.

(11)



Memorandum

To: Honorable Mayor and City Council
From: Justin Stoker, P.E., CFM, Director of Public Works & Engineering
Thru: Michael Scott, City Manager 
Date: November 4, 2024
Re: Consider Construction Contract Change Order for the Water Street Waterline Improvements Project

Recommended Motion: "I move to approve the construction contract change order with Circle H Contractors L.P. in the amount of \$385,974 for the Water Street Waterline Improvements Project, and authorize the City Manager to execute all necessary documents."

Item Description: Consider a construction contract change order with Circle H Contractors L.P. for the Water Street Waterline Improvements Project to allow for full repaving of the roadway within the limits of the waterline project instead of just patching the trench areas.

Item Summary: The proposed change order to the Water Street Waterline Improvements Project consists of paving 4,120 square yards of 6 inches of asphalt over flexbase subgrade. The limits of this project construction will be on Water Street from Spencer Street to Textile Street, which will result in a full repave of the road within the utility project's limits rather than asphalt patching of trench areas. The remainder of Water Street from Textile Street to Monroe Street will be paved separately with the 2025 pavement rehab project.

Fiscal Impact: The \$385,974 for this change order will be funded utilizing the Capital Project – Streets Fund in the currently approved budget.

(12)



Memorandum

To: Honorable Mayor and City Council
From: Dale Sigler, Director of Administrative Services
Thru: Michael Scott, City Manager
Date: October 30, 2024
Re: First Reading of Renewal Franchise Utility Agreement Ordinance with Gateway Pipeline Company, LLC.

Recommended Motion: No motion is necessary. This is the first public reading for the renewal of the franchise utility agreement ordinance with Gateway Pipeline Company, LLC.

Item Description: Conduct the first reading of the proposed renewal franchise utility agreement ordinance granting Gateway Pipeline Company, LLC., as a utility franchisee.

Item Summary: Gateway Pipeline Company is requesting to renew their existing franchise utility agreement with the City of Waxahachie. Gateway seeks to utilize infrastructure in the City's right-of-ways to furnish and supply natural gas to the general public, which includes delivery, sale, and distribution of natural gas.

The City of Waxahachie Charter dictates that a proposed Utility Franchise Agreement must be publicly read at two (2) City Council meetings and must be published in the City's Newspaper of Record four (4) consecutive times prior to the adoption of the Franchise Utility Agreement. The first reading will be at the November 4, 2024 City Council meeting and the second reading at the December 16, 2024 City Council meeting. The City Secretary's office will publish the Franchise Utility Agreement in The Waxahachie Sun four (4) consecutive times beginning on November 6, 2024.

(12)

If approved by Council on December 16, 2024, the Franchise Utility Agreement will take effect in thirty (30) days or on January 15, 2025.

Fiscal Impact: In consideration of the rights granted by the City to the Company to use and occupy the Public Rights-of-Way for the conduct of its business, the Company, its successors and assigns, agree to pay to the City franchise fees in the amount and manner described herein. Such payments shall be made on a quarterly basis, on or before the twentieth (20th) day following the end of each calendar quarter. The franchise fee shall be a sum of money which shall be equivalent to five (5%) percent of the Company's quarterly Gross Revenues unless such revenues are specifically excluded by the ordinance.

(12)

**First reading of proposed Ordinance approving
Gateway Pipeline Company, LLC Franchise Agreement**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WAXAHACHIE GRANTING TO GATEWAY PIPELINE COMPANY, LLC. A FRANCHISE TO FURNISH AND SUPPLY GAS TO THE GENERAL PUBLIC IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS ("CITY"), FOR THE TRANSPORT, DELIVERY, SALE, AND DISTRIBUTION OF GAS IN, OUT OF, AND THROUGH THE CITY FOR ALL PURPOSES; PROVIDING FOR THE PAYMENT OF A FRANCHISE FEE FOR THE USE OF THE CITY'S STREETS, ALLEYS, AND PUBLIC RIGHTS-OF-WAY; REQUIRING COMPLIANCE WITH ALL REGULATORY ORDINANCES OF THE CITY; AND PROVIDING FOR OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WAXAHACHIE GRANTING TO GATEWAY PIPELINE COMPANY, LLC. A FRANCHISE TO FURNISH AND SUPPLY GAS TO THE GENERAL PUBLIC IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS ("CITY"), FOR THE TRANSPORT, DELIVERY, SALE, AND DISTRIBUTION OF GAS IN, OUT OF, AND THROUGH THE CITY FOR ALL PURPOSES; PROVIDING FOR THE PAYMENT OF A FRANCHISE FEE FOR THE USE OF THE CITY'S STREETS, ALLEYS, AND PUBLIC RIGHTS-OF-WAY; REQUIRING COMPLIANCE WITH ALL REGULATORY ORDINANCES OF THE CITY; AND PROVIDING FOR OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, Chapter 121 of the Texas Utilities Code authorizes municipalities to adopt ordinances that establish conditions for mapping, inventorying, locating, or relocating pipelines over, under, along, or across a public street or alley or private residential area in the boundaries of the municipality; and

WHEREAS, the City Council of the City of Waxahachie, Texas ("City Council") strives to promote orderly and safe development within the corporate limits of the City; and

WHEREAS, the City Council finds that a franchise agreement with Gateway Pipeline Company, a Limited Liability Corporation (hereinafter referred to as the "Company") is in the best interest of the City and the health, safety, and welfare of the public.

NOW, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WAXAHACHIE, TEXAS:

Section 1. - Grant of Authority.

- (a) Subject to the reasonable and timely compliance by the Company with the provisions contained herein, the City hereby grants to the Company, its successors and assigns, consent to use and occupy the present and future Public Rights-of-Way (as hereinafter defined), for the purpose of laying, maintaining, constructing, protecting, operating, and replacing therein and thereon pipelines and all other appurtenant equipment needed and necessary to deliver, transport, and distribute gas in, out of, and through the City and to sell gas to persons, firms, and corporations, including the general public, within the corporate limits of the City, as such limits may be amended from time to time during the term of this Ordinance (the "Franchise").
- (b) This Franchise is granted for a term of ten (10) years from and after the effective date of this Ordinance.
- (c) This Franchise covers the geographical area of the entire corporate limits of the City. The Company agrees that the corporate limits are subject to expansion or reduction by annexation and contraction of municipal boundaries and that the Company has no vested right to a specific area in terms of size or location. The Company hereby agrees to provide service to any and all areas that may be annexed by the City under the same terms and conditions of this Ordinance as if the annexed areas were now covered by this Ordinance. If the City approves any expansion or reduction of the corporate limits by annexation or contraction, the City will provide written notice to the Company. The Company must revise its payments due to any expansion or reduction by annexation or

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contraction within a reasonable time after notice by the City, but no later than sixty (60) days after receipt of such notice.

- (d) This Franchise is granted subject to and in accordance with Article IX, Section 9.02 of the City's Charter.

Section 2. - Definitions.

For the purposes of this Ordinance, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

- (a) "Gross Revenues" means:
 - i. All revenues charged by the Company for the sale of gas, including compressed gas, within the City to all consumers within the City;
 - ii. All revenues charged by the Company for the transport of gas through the pipeline system of the Company within the City to consumers within the City regardless of the origination of the gas within the Company's system of lines; and
 - iii. The total cost of gas transported by the Company for Transport Customers (as hereinafter defined) through the pipeline system of the Company within the City.

Gross Revenues shall not be reduced by bad debts, unless and until such debts are actually charged off. Abandoned deposits shall be applied as an offset to bad debts for purposes of this Ordinance. No revenues shall be excluded from Gross Revenues unless such revenues are specifically excluded by this Ordinance.

- (b) "Public Rights-of-Way" means all of the public streets, alleys, highways, bridges, easements, drainage ways, and sidewalks of the City, as they now exist or may be hereafter constructed, reconstructed opened, laid out, expanded or extended within the present corporate limits of the City, or in such territory as may hereafter be added to, consolidated or annexed by the City.
- (c) "Transport Customer" means any person or entity for whom the Company transports gas through the pipeline system of the Company within the City to consumers.
- (d) "Emergencies" means any event which causes a life, health, and/or safety risk or an extenuating event which requires repairs to restore disrupted service to existing customers.

Section 3. - Conditions of Occupancy.

- (a) All occupancy and activities of the Company in the Public Rights-of-Way shall require prior written approval of the City and conform with all the applicable local codes and ordinances, as amended, including local infrastructure standards for design, construction and repair, as amended, and with

all other federal, state and local regulatory requirements as such may be adopted and amended from time to time, including but not limited to requirements regarding the acquisition of permits and the payment of fees therefor. Except in emergencies, before the Company shall be authorized or required to extend, repair, or relay its existing gas mains or street service lines, it shall file with the City's Director of Public Works a written statement showing the nature and character of the extensions to be made, obtain a permit for such work, and pay the required permit fees; provided, however, that the Company may make emergency repairs and replacements without any prior filing, but a written statement shall be filed promptly thereafter. In addition, the Company shall assess and report on the impact of its proposed construction on the City's environment. Such plans and reports may be reviewed by the City to ensure that, among other items, (i) aesthetic and good planning principles have been given due consideration, (ii) any adverse impacts on the environment have been minimized, and (iii) that all applicable laws, including building and zoning codes and air and water pollution regulations, are complied with. Reasonable changes suggested by the City shall be incorporated into the Company's plans.

- (b) The Company shall, upon the written request of the City, relocate its facilities situated within the Public Rights-of-Way, at no expense to the City, when necessary to accommodate street construction or widening or other improvement projects by the City. When the Company is required by the City to remove or relocate its mains, laterals, and other facilities and the Company is eligible under federal, state, county, local or other programs for reimbursement of costs and expenses incurred by the Company as a result of such removal or relocation and such reimbursement is required to be handled through the City, the Company's costs and expenses shall be included in any application by the City for reimbursement if the Company submits its cost and expense documentation to the City prior to the filing of the application. The City shall provide reasonable notice to the Company of the deadline for the Company to submit documentation of the costs and expenses incurred for such relocation to the City.
- (c) Following relocation, the Company shall, at its sole expense and according to the City's specifications, repair, clean up, and restore to their approximate original condition, all Public Rights-of-Way disturbed during the construction and/or repair of the Company's gas distribution system. Company shall complete temporary restoration within forty-eight (48) hours of the completion of its work. If restoration to the pavement or other surface has not received final restoration within thirty (30) days of the completion of the work, City shall give Company written notice requiring restoration be completed within an additional seventy-two (72) hours. If Company fails or refuses to complete the restoration within the additional seventy-two (72) hours, City may complete or cause to have completed necessary repairs to restore Rights-of-Way. Company agrees to pay for all costs of such repairs within thirty (30) days after receiving such bill.
- (d) The Company shall at all times keep on file with the City a current map or set of maps of the Company's facilities within the City. Such maps shall indicate subdivision locations and locations of the Company's consumers. As extensions or modifications of facilities are made from time to time, the Company shall file with the City maps or plans showing those extensions or modifications so that the City will at all times have current and accurate maps and plans of the Company's facilities. In addition to showing the location of the Company's facilities and consumers, such maps shall also identify the depth and size of any buried facilities, as well as the type of cover overlaying those facilities. The Company shall furnish the City "as built" drawings not later than sixty (60) days after construction has been completed. Drawings shall be drawn to a scale of one inch (1") equals one hundred feet (100') using the standard format adopted by the City. State plane coordinates shall be

shown for benchmarks, curb lines, and structures. The Company shall provide a pdf of the "as built" drawings to the City and copy of the AutoCAD Civil 3D files in an electronic/digital format designated by the City.

- (e) The Company shall provide, on a quarterly basis and at the same time that the quarterly payments and reports required in Section 10 are submitted, a comprehensive listing of its consumers on a subdivision basis. The location information shall also be shown on either a map or a subdivision plat and may be combined with the maps required in subsection 3(d) above. The Company shall further cooperate with the City in determining the correct jurisdictional coding of all of the Company's consumers in the City and its environs.
- (f) The Company agrees to provide, at its sole cost, information requested by the City to assist in a determination of any changes in conditions, practices, or services provided by the Company through the use of the Public Rights-of-Way.
- (g) The Company agrees to establish and maintain a physical facility within the corporate limits of the City to expedite restoration of service to its consumers. This physical facility shall include permanently installed personnel and equipment necessary to restore service. Gas cannot be transmitted through lines to service customers until a physical facility within the City limits of Waxahachie, housing permanently installed personnel and tools necessary to restore service, is established and satisfactory evidence of the facility and personnel are provided to the City.

Section 4. - Regulations for Service.

- (a) In addition to the rates charged for gas supplied, the Company may make and enforce reasonable charges, rules and regulations for service rendered in the conduct of its business, including a charge for services rendered in the inauguration of natural gas service, and may require, before furnishing service, the execution of a contract for such service. All charges, rules, and regulations of the Company involving any consumer of gas within the City shall be subject to regulation, supervision, and approval by the City, as appropriate.
- (b) The Company shall have the right to contract with each consumer with reference to the installation of, and payment for, any and all of the gas piping from the connection thereof with the Company's main in the Public Rights-of-Way to and throughout the consumer's premises.
- (c) The Company shall own, operate and maintain all service lines, which are defined as the supply lines extending from the Company's main to the consumer's meter where gas is measured by the Company. The consumer shall own, operate, and maintain all yard lines and house piping. Yard lines are defined as the supply lines extending from the point of connection with the Company's consumer meter to the point of connection with consumer's house piping.

Section 5. - Main Extension.

The Company shall be required at its own expense to extend distribution mains in the Public Rights-of-Way up to one hundred (100) feet to a residential consumer. The Company shall not be required to

extend transmission mains in the Public Rights-of-Way within the City or to make a tap on any transmission main within the City unless the Company agrees to such extension by a written agreement between the Company and a consumer.

Section 6. - Deposits.

The Company shall be entitled to require each and every consumer of gas, before gas service is commenced or reinstated, to satisfactorily establish credit pursuant to the Company's quality of service rules as may be in effect during the term of this Ordinance. If required, any deposit shall be retained and refunded in accordance with such quality of service rules and shall bear interest, as provided in Chapter 183 of the Texas Utilities Code, as such may be amended from time to time. Upon termination of service, the Company shall be entitled to apply any deposit, with accrued interest, to any indebtedness owed the Company by the consumer making the deposit.

Section 7. - Indemnity.

IN CONSIDERATION OF THE GRANTING OF THIS FRANCHISE, THE COMPANY AGREES THAT THE CITY SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND THE COMPANY DOES HEREBY RELEASE, AGREE TO INDEMNIFY AND HOLD HARMLESS THE CITY FROM AND AGAINST ALL SUITS, ACTIONS, OR CLAIMS OF INJURY TO ANY PERSON OR PERSONS, OR DAMAGES TO ANY PROPERTY BROUGHT OR MADE FOR OR ON ACCOUNT OF ANY DEATH, INJURIES TO, OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR FOR DAMAGE TO OR LOSS OF PROPERTY ARISING OUT OF, OR OCCASIONED BY THE CONSTRUCTION, OPERATION, OR MAINTENANCE OF THE GAS DISTRIBUTION PLANT OR SYSTEM OF THE COMPANY, EXCEPT THAT THIS INDEMNITY AND HOLD HARMLESS AGREEMENT SHALL NOT APPLY TO ANY SITUATION WHEREIN THE CITY IS SOLELY LIABLE FOR THE ACTIONS, SUITS, OR CLAIMS OF INJURY OR DAMAGE BROUGHT AGAINST IT. IN THE EVENT THAT ANY ACTION, SUIT, OR PROCEEDING IS BROUGHT AGAINST THE CITY UPON ANY LIABILITY ARISING OUT OF THE CONSTRUCTION, OPERATIONS, OR MAINTENANCE OF THE COMPANY'S FACILITIES, THE CITY SHALL GIVE NOTICE IN WRITING TO THE COMPANY BY REGISTERED OR CERTIFIED MAIL. UPON RECEIPT OF SUCH NOTICE, THE COMPANY, AT ITS OWN EXPENSE, SHALL DEFEND SUCH ACTION AND TAKE ALL SUCH STEPS AS MAY BE NECESSARY OR PROPER TO PREVENT THE OBTAINING OF A JUDGMENT AGAINST THE CITY AND/OR TO SATISFY SAID JUDGMENT. THE CITY AGREES TO COOPERATE WITH THE COMPANY IN CONNECTION WITH SUCH DEFENSE.

Section 8. - Insurance.

Company will insure against the risks undertaken pursuant to this franchise, including indemnification under section 7 hereof. Such insurance may be in the form of self-insurance to the extent permitted by applicable law under a company approved formal plan of self-insurance maintained in accordance with sound accounting practices. Otherwise, company shall maintain reasonably adequate insurance covering its obligations of indemnity of section 7 hereof.

Section 9. - Non-exclusive.

- (a) The rights, privileges, and the Franchise granted by this Ordinance are not to be considered exclusive, and the City hereby expressly reserves the right to grant, at any time, like privileges, rights, and franchises as it may see fit to any other person or corporation for the purpose of transporting, delivering, distributing, or selling gas to and for the City and the inhabitants thereof. The City expressly reserves the right to own and/or operate its own system for the purpose of transporting, delivering, distributing, or selling gas to and for the City and the inhabitants thereof.
- (b) If the Company should at any time after the effective date of this Ordinance agree to a new municipal franchise ordinance, or renew an existing municipal franchise ordinance, with another municipality in the Dallas-Fort Worth metroplex, which municipal franchise ordinance determines that franchise fee owed to that municipality for the use of its public rights-of-way in a manner that, if applied to the City, would result in a franchise fee greater than the amount otherwise due the City under this Ordinance, then the franchise fee to be paid by the Company to the City pursuant to this Ordinance may, at the sole election of the City, be increased so that the amount due and to be paid is equal to the amount that would be due and payable to the City were the franchise fee provisions of that other franchise ordinance applied to this Ordinance.

Section 10. - Compensation.

- (a) In consideration of the rights granted by the City to the Company to use and occupy the Public Rights-of-Way for the conduct of its business, the Company, its successors and assigns, agree to pay to the City franchise fees in the amount and manner described herein. Such payments shall be made on a quarterly basis, on or before the twentieth (20th) day following the end of each calendar quarter. The franchise fee shall be a sum of money which shall be equivalent to five (5%) percent of the Company's quarterly Gross Revenues.
- (b) For franchise fee payments beginning on the effective date of this Ordinance, payment shall be made by wire transfer on or before the close of business on the payment due date. If any payment due date required herein falls on a weekend or declared bank holiday, payment shall be made by wire transfer on or before the close of business of the last working day prior to the payment due date. Payment shall be considered timely made if the Company requests the wire transfer by the wire transfer deadline of its bank on the payment due date.
- (c) At the time of each quarterly payment, the Company shall also submit to the City a sworn statement showing: (i) its Gross Revenues for the preceding calendar quarter upon which franchise fees are calculated, including the amount of revenues received by the Company for the transportation of gas; (ii) the coded identity of the Company's Transport Customers during the preceding calendar quarter; and (iii) the cost, volume, and transport fee of gas transported during the preceding calendar quarter for such Transport Customers, calculated in accordance with subsection 9(f) below. Upon request, the City shall have access at the Company's office to the actual identity of the Company's Transport Customers and their suppliers as long as such information shall remain confidential, and no copies of such information may be made nor shall the City have a right to custody or control of such information.
- (d) The aforesaid franchise fee payments shall not affect or reduce the Company's obligations with respect to the following: (i) the expenses associated with relocating pipelines and all other appurtenant equipment or facilities located in the Public Rights-of-Way; (ii) the payment of taxes or

fees to the state; or (iii) the payment of general or special ad valorem taxes that the City is authorized to levy and impose upon real and personal property; or (iv) the expenses associated with restoring Public Rights-of-Way to their previous condition before the installation or repair of equipment or facilities. None of the aforementioned obligations of the City shall operate as credits or reductions to the amounts due by the Company to the City hereunder.

- (e) The payments by the Company under the provisions of this Ordinance are in lieu of any and all other and additional street rental charges or fees, for those streets owned or controlled by the City. However, the Company is required to obtain all appropriate permits for work in the Public Rights-of-Way and pay the appropriate fees therefor. Should the City not have the legal power to agree that the payment of the franchise fee shall be in lieu of street rental charges, then the City agrees that it will apply so much of said sums of money paid as may be necessary to satisfy the Company's obligations, if any, to pay such rental charges.
- (f) The cost of gas transported by the Company for Transport Customers shall be determined as set forth in this paragraph. In the absence of documentary evidence to the contrary provided by the Company to the City, the cost of gas so transported shall be presumed to be equal to the total volume of gas transported for such Transport Customer times one hundred ten percent (110%) of the index of prices for large packages of gas per MMBtu published each month in *Inside FERC's Gas Market Report* in the table titled, "Delivered Spot-Gas Prices," for gas delivered at the Houston Ship Channel, Beaumont, Texas, or a mutually agreeable successor publication and index, for the period of time the transportation service is performed. If the Company submits documents to the City to indicate the actual cost of gas transported by the Company, the Company may remove therefrom any information that would disclose either the identity of the customer or other information deemed confidential by the Company, so long as such removal does not prevent the City from determining the monetary cost of the gas transported. The Company agrees to give the City, upon request, access to the confidential information so removed in order for the City to verify the accuracy of the information provided to the City under the provisions of this paragraph. The Company shall use all due diligence in collecting from Transport Customers any and all fees required by this Ordinance, but shall not be responsible for paying the fees to the City if the Company's Transport Customer refuses to pay; provided, however, that if the Company's Transport Customer refuses to pay the fee imposed on the cost of gas transported for such Transport Customer and remains delinquent in payment of such fee for a period of greater than thirty (30) days, the Company shall be responsible for the uncollected fee on any gas thereafter transported through the Public Rights-of-Way to the Company's Transport Customer, but in no event shall the Transport Customer be relieved of its obligation to reimburse the Company for any fees paid to the City.
- (g) Simultaneously with the filing of the Company's first-rate case following the three (3)-year rate freeze as provided in this franchise agreement, the Company agrees to negotiate an annual rate adjustment mechanism which will allow for the review of its total cost of service, including its return on equity.

Section 11. - Accounting; Audit; Inspection.

- (a) The Company shall maintain, at its local office or principal place of business within the state, adequate books and records relating to the performance of its obligations under this Ordinance. The Company shall maintain separate records in a form sufficient to identify its investment,

revenues, and expenses related to its performance under this Ordinance, intending thereby to separate the accounting records of its system in the City from its other systems. The records of the Company applicable to its performance under this Ordinance shall be made available for inspection by the City at any time during normal working hours.

- (b) The City may cause, upon reasonable notice, an audit to be made of the books and records of the Company relating to the Company's performance under this Ordinance or any portion of any of its other operations that may be allocated or charged to its operations in the City. The omission by the City to exercise its rights to any audit at any time shall not constitute a waiver of such right. In the event the City elects to exercise its right of audit, the City shall provide to the Company written notice of such election at least forty-eight (48) hours in advance of the time of such audit. The City shall retain an independent auditor of its selection to perform the audit. The Company shall make available to the auditor such personnel and records as the City may in its reasonable discretion request in order to complete such audit and shall make no charge to the City therefor. The Company shall assist the City during any audit conducted under this Ordinance, including answering questions and providing any requested records or information within five (5) working days of having received a written request therefor. The cost of an audit pursuant to this provision shall be borne by the City, unless the audit reveals an underpayment of fees paid during the audit period in excess of three (3) percent, in which case the Company shall pay for the audit. In the event any overpayment is discovered, such overpayment will credit toward current and/or future payments owed, without interest.
- (c) Upon request by the City, but no less often than annually, the Company will prepare a statement of its estimate of the Company's Gross Revenues by revenue account for the period covered by the statement signed by an authorized representative of the Company, in such reasonable form and detail as the City may from time to time prescribe, but sufficient to show the source and method of calculation of the Company's Gross Revenues. The acceptance of any statement or payment shall not estop the City from asserting that the amount paid is not the amount due or from recovering any deficit, including interest, by any lawful proceeding.
- (d) Upon completion of the audit, the City shall make the audit report available to the Company and shall give the Company an opportunity to respond to the audit findings. If requested by either party, the City and the Company shall meet and attempt in good faith to resolve any disputed issues arising out of the audit report. In the event the Company shall be determined to have under-remitted the fee required by this Ordinance, the Company shall pay, in addition to the underpayments, interest on the underpayments at the rate of ten (10) percent per annum from the time of the underpayment until payment is made. Underpayment of fees by the Company may also subject the Company to penalties for noncompliance with this Ordinance. After reviewing the Company's response to the audit findings, the City shall make an initial determination as to whether the Company shall also be required to pay a penalty for noncompliance. The amount of the penalty, if any, shall not exceed ten (10) percent of the total underpayment. The City Council shall make the final determination of whether a penalty shall be required, and the amount of same.
- (e) If any of the records to be provided by the Company or to be made available by the Company are considered by the Company to be proprietary in nature or if such records are confidential under federal, state or local law and upon request by the Company, such information shall be treated by the City as confidential and shall be made available only to those persons who must have access to perform their duties on behalf of the City, including but not limited to the City Manager, the Finance

Director, the City Attorney, and the members of the City Council. The City shall promptly notify company of any requests for public disclosure of such records under Chapter 552 of the Texas Government Code, and the Company shall have the sole responsibility to assert its claims regarding the proprietary or confidential nature of such records.

Section 12. - Reservation of Rights.

- (a) The City reserves the right and power at all times to exercise, in the interest of the public and in accordance with state law, regulation and control of the Company's rates and services to ensure the rendering of efficient public service at reasonable rates, and the maintenance of the Company's property in good repair throughout the term of this Ordinance. The Company shall maintain on file with the City copies of its current tariffs, schedules of rates and charges, customer service provisions, and line extension policies. The Company shall notify the City of the identity of any customer of the Company that changes from a tariffed rate to a contract rate within forty-five (45) days of such change.
- (b) In granting this Franchise, the City does not in any manner waive its regulatory or other rights and powers under and by virtue of the laws of the State of Texas as the same may be amended, nor any of its rights and powers under or by virtue of present or future ordinances of the City, and it is expressly provided that nothing herein shall impair the right of the City to fix, within constitutional and statutory limits, a reasonable price to be charged for natural gas, or to provide and fix a scale of prices for natural gas, and other charges, to be charged by the Company to residential consumers, commercial consumers, industrial consumers, or to any combination of such consumers, within the territorial limits of the City as same now exist or as such limits may be extended from time to time hereafter.
- (c) In consideration of the City granting this Franchise, the Company agrees that it will not seek an increase of the rates or charges permitted to be charged to the Company's consumers for a period of three (3) years from the effective date of their first consumer within this Franchise.

Section 13. - Termination.

- (a) In addition to any rights set out elsewhere in this Ordinance, the City reserves the right to terminate the Franchise and all rights and privileges pertaining thereto in the event that the Company violates any material provision of this Ordinance or the Company becomes insolvent or is adjudged as bankrupt.
- (b) Upon failure of the Company to comply with the material terms of this Ordinance, the City may by ordinance terminate the Franchise in accordance with the procedures set forth in this section. Upon termination, all rights of the Company shall immediately be divested without further action by the City. If the City requires the Company to remove its facilities from the Public Rights-of-Way, the Company shall forthwith remove its structures or property from the Public Rights-of-Way and restore the Public Rights-of-Way to their approximate original condition. Upon failure to do so, the City may perform or commission the work and collect the cost thereof from the Company. Should the City perform or commission the removal of the Company's structures or property, the City shall

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be reimbursed by the Company for all expenses incurred by the City within thirty (30) days of receipt of the City's invoice. The City reserves the right to place a lien upon all facilities and property of the Company in the event the Company fails to submit payment.

(c) Procedures for termination.

(i) The City shall give written notice to the Company of the existence of a material violation or failure to comply with this Ordinance. The Company shall have a period of thirty (30) days after receipt of such notice from the City in which to cease such violation and comply with the terms and provisions hereof. In the event the Company fails to cease such violation or to otherwise comply with the terms hereof, then the Franchise is subject to termination; provided, however, that if the Company commences work or other efforts to cure such violations within thirty (30) days after receipt of written notice and shall thereafter prosecute such curative work with reasonable diligence until such curative work is completed and such violations shall cease to exist, the Franchise will not be terminated. The City shall solely determine whether the work to cure violations is pursued with reasonable diligence. If curative work is determined by the City as not being prosecuted with reasonable diligence, then the Franchise may be terminated by the City.

(ii) Termination shall be declared only by a written decision of the City Council after an appropriate public proceeding whereby the Company is afforded the full opportunity to be heard and to respond to any such notice of violation or failure to comply.

(iii) The City, after a public meeting, and upon finding a material violation or failure to comply, may in its sole discretion terminate the Franchise or excuse the violation or failure to comply upon a showing by the Company of mitigating circumstances or upon a showing of good cause for said violation or failure to comply as may be determined by the City Council in its sole discretion. The failure of the Company to comply with the terms of this Franchise after due notice and hearing and the providing of adequate time for the Company to comply with said terms, shall entitle the City to compel compliance by suit in any court of competent jurisdiction and upon culmination of the suit, if the Company still fails to comply with the terms of this Ordinance, the City may compel compliance upon penalty of forfeiture thereof, with the City having an option to purchase the Company's property located in the City at reasonable fair value.

(d) In the event the City purchases the Company's property under penalty of forfeiture and the City and the Company cannot agree upon the reasonable fair value of the property, then the reasonable fair value of the Company's property shall be established by a majority vote of three appraisers with one appraiser selected by the Company, one appraiser selected by City, and one appraiser selected by the other two appraisers. If the two appraisers are unable to agree upon the third appraiser, then the third appraiser shall be selected by the City. The Company further agrees that if for any reason the Company fails to pay the franchise fee as provided in this Ordinance within thirty (30) days following written notice from the City that the Company has failed to make such payment, such failure shall be sufficient to permit the City at its sole option to terminate the Franchise without court action.

Section 14. - Renegotiation.

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- (a) Should technological, market-driven, regulatory, or similar changes occur in the natural gas industry which create classes or categories of usage different from those enumerated in Section 1 of this Ordinance, or should the Company alter the means, methods, or types of uses of the Public Rights-of-Way, or should the City reasonably believe that the franchise fee provisions should be amended in order to not impair the City's ability to receive an adequate franchise fees pursuant to this Ordinance, then the City may initiate the renegotiation of the franchise fee provisions of this Ordinance.
- (b) If, during the term of the Franchise granted hereunder, the nature of competition in the provision of gas utility services in the City changes to the extent that the Company reasonably believes that the franchise fee provisions of this Ordinance cause the Company to be placed at a competitive disadvantage in the conduct of its business within the City, then the Company may request the renegotiation of the franchise fee provisions of this Ordinance.
- (c) Should either the City or the Company request a change in the franchise fee provisions of this Ordinance, both parties agree to enter into a good faith negotiation. "Good faith," for the purpose of this Ordinance, shall mean an objective, diligent, timely, and responsible discourse on the issue(s) involved and a resolute attempt to settle said issue(s). Should, as a result of renegotiation, the City and the Company agree to a change in a provision of this Ordinance, the change shall become effective upon passage of an ordinance by the City in accordance with the City's Charter and acceptance of the amendment by the Company. Both parties agree that passage and acceptance will be a mandatory act following negotiation and agreement. The Company agrees to provide any and all information requested by the City to assist in a determination of any changes in conditions, practices, or services provided by the Company through the use of the Public Rights-of-Way.

Section 15. - Regulatory Expenses.

The Company agrees that the City may, at any time during the term of this Ordinance, employ at the sole expense of the Company expert assistance and advice in determining fair, just, and reasonable rates to be charged by the Company to its consumers in the City, and in determining the extent to which the Company is complying with the terms and conditions of this Ordinance. The Company agrees to pay reasonable expenses in connection therewith or reimburse the City for same, which expense the Company shall be entitled to recover through its rates and tariffs.

Section 16. - Acceptance.

In order to accept this Franchise, the Company must file its written acceptance of this Ordinance within forty-five (45) days after its final adoption by the City, in a form acceptable to the City Attorney. If this Ordinance is not accepted by the Company within forty-five (45) days, the Ordinance shall be rendered null and void.

Section 17. - Assignment or Transfer.

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The Company may not assign or transfer this Franchise, and the rights granted thereby, to any entity without the prior written consent and approval of the City by formal resolution, which consent and approval shall not be unreasonably withheld.

Section 18. - Notices.

Every notice, order, petition, documents or other direction or communication to be served upon the City or the Company shall be deemed sufficiently given if sent by registered or certified mail, return receipt requested.

Every such communication to the Company shall be sent to:

Gateway Pipeline Company, LLC.
Frederick M. Pevow, President & CEO
1415 Louisiana Street, Suite 4100
Houston, Texas 77024

Every such communication to the City shall be sent to:

The City of Waxahachie, Texas
ATTN: City Manager
401 S. Rogers St.
Waxahachie, Texas 75165

Section 19. - Severability.

If any provision, section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional, void, or invalid or for any reason unenforceable, the validity of the remaining portions of this Ordinance shall not be affected thereby, it being the intent the City Council, in adopting this Ordinance, that no portion hereof or provision hereof shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion, provision or regulation and, to this end, all provisions of this Ordinance are declared to be severable.

Section 20. - Repeal.

All ordinances or parts of ordinances in force when the provisions of this Ordinance becomes effective which are inconsistent or in conflict with the terms and provisions contained in this Ordinance are hereby repealed, but only to the extent of such conflict.

Section 21. - Governmental Function.

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All of the regulations and activities required by this Ordinance are hereby declared to be governmental and for the health, safety and welfare of the general public.

Section 22. - Effective date.

Provided and conditioned upon the City's receipt of the Company's acceptance as provided for in Section 16 herein, this Ordinance shall become effective thirty (30) days after its adoption by the City Council.

Section 23. - Conditions Precedent to Adoption Met

This Ordinance granting a public utility franchise has been read at two regular meetings of the City Council called in accordance with Chapter 551 of the Texas Government Code. Final action did not occur until after the second reading, which occurred at least thirty (30) days after the first reading. The caption of the Ordinance and a statement indicating where and how to obtain copies of the full Ordinance were published on the City's official website or other electronic media that was readily accessible to the public within ten (10) days after the first reading of the Ordinance.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WAXAHACHIE, TEXAS, this
_____ day of _____, 2024.

The City of Waxahachie, Texas

Billie Wallace, Mayor

ATTEST:

Amber Villarreal, City Secretary

APPROVED AS TO FORM:

Terence Welch, City Attorney