

Notice Regarding Public Participation and City Council/City Staff Attendance

Due to the COVID-19 (coronavirus) public health emergency, and in an effort to reduce in-person meetings that assemble large groups of people, Governor Greg Abbott has granted a temporary suspension of certain rules to allow for (1) city council members and city employees to participate in a city council meeting via videoconference call or other remote electronic means without a physical quorum of council members being present at the site of the meeting; and (2) the use of videoconferencing and other remote means to allow the public to observe the meeting and, when required, to participate in the ***Public Hearing***.

In an effort to reduce the spread of the virus, for the May 18, 2020 City Council meeting, ***individuals will not be allowed to physically attend the meeting***. Individuals will be able to address the Council via telephone conference call on ***Public Hearing*** items only.

To participate in the telephone conference call, dial any of the following phone numbers:

1 (346) 248-7799

1 (253) 215-8782

1 (888) 475-4499

Enter Meeting ID: 929 7024 0070

Enter Meeting Password: 350363

To request to speak at one of the public hearings on the agenda, wait for that item to be announced and enter ***9**. The meeting moderator will acknowledge your request in turn and allow you to speak.

If you encounter any problems joining or participating in the meeting, please call our help line at (469) 309-4012

If you wish to watch the meeting but not participate in the meeting, the City Council meeting will be live streamed on the city's website at:

http://www.waxahachie.com/government/city_council/city_council_meeting_live_stream.php

Pursuant to Section 551.007 of the Texas Government Code, individuals wishing to address the City Council for items listed as ***Public Hearings*** will be recognized when the public hearing is opened.

A physical quorum of the City Council may not be present during the meeting as some Council Members may choose to participate in the meeting remotely as permitted by Governor Abbott's suspension of various statutes that may be interpreted to require face-to-face interaction between members of the public and public officials.

A G E N D A

A regular meeting of the Mayor and City Council of the City of Waxahachie, Texas to be held in the Council Chamber at City Hall, 401 S. Rogers on ***Monday, May 18, 2020 at 7:00 p.m.***

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

1. Call to Order
2. Invocation
3. Pledge of Allegiance and Texas Pledge of Allegiance
4. ***Consent Agenda***

All matters listed under Item 4, 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 May 4, 2020

5. ***Present*** Proclamation proclaiming May 17 – 23, 2020 as National Public Works Week
6. ***Consider*** authorizing a service contract with Sipes Instrumentation and Electric Service for instrumentation repair, and support services for the City's SCADA system
7. ***Consider*** authorizing the construction of a fleet equipment cover of the Utilities Department with G2 General Contractors through the Sourcewell Purchasing Cooperative Agreement
8. ***Consider*** a petition for relief request for an impact fee waiver associated with First Look Pregnancy Center
9. ***Consider*** contract amendment with American Medical Response (AMR) for ambulance services
10. ***Consider*** request by Brian Carrington, Stantec Consulting Services Inc. for a Final Plat of Buffalo Ridge Phase 5 for 230 residential lots and 9 'X' lots, being 60.798 acres situated in the W.C. Calder Survey, Abstract 235 and the W.T. Dunn Survey, Abstract 303 (Property ID 264869) – Owner: Bobby Samuel, GRBK Edgewood, LLC (SUB-000051-2020)

11. ***Continue*** Public Hearing on a request by the City of Waxahachie to consider revoking, amending, or extending a Specific Use Permit (Ordinance 2616) at 500 Brown Industrial which allows for the use of metal granulators and crushers for the reclamation of vehicles, parts of vehicles, and other materials to be processed. (ZDC-000007-2020)
12. ***Consider*** approval of ZDC-000007-2020
13. ***Consider*** Development Agreement for ZDC-000007-2020
14. ***Discuss*** and take any action related to the city's response to COVID-19
15. Comments by Mayor, City Council, City Attorney and City Manager
16. Adjourn

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

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

City Council
May 4, 2020

(4a)

A regular meeting of the Mayor and City Council of the City of Waxahachie, Texas was held in the Council Chamber at City Hall, 401 S. Rogers on Monday, May 4, 2020 at 7:00 p.m.

Councilmembers Present: David Hill, Mayor
Mary Lou Shipley, Mayor Pro Tem

Via Teleconference: Chuck Beatty, Councilmember
Kevin Strength, Councilmember
Melissa Olson, Councilmember

Others Present: Michael Scott, City Manager
Albert Lawrence, Assistant City Manager
Tommy Ludwig, Assistant City Manager
Amber Villarreal, Assistant City Secretary

Via Teleconference: Robert Brown, City Attorney

1. Call to Order

Mayor David Hill called the meeting to order and did a roll call for members in attendance via teleconference. Members present via teleconference included Councilmember Chuck Beatty, Councilmember Kevin Strength, and Councilmember Melissa Olson.

2. Invocation

3. Pledge of Allegiance and Texas Pledge of Allegiance

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

4. Consent Agenda

- a. Minutes of the City Council meeting of April 20, 2020
- b. Minutes of the City Council Emergency meeting of April 23, 2020
- c. Minutes of the City Council and Economic Development Commission
Emergency meeting of April 17, 2020
- d. Public Safety Radio System Interlocal Agreement between City of Midlothian,
City of Red Oak, City of Waxahachie, and Ellis County

Action:

Councilmember Kevin Strength moved to approve items a. through d. on the Consent Agenda. Councilmember Chuck Beatty seconded, All Ayes.

5. Present Proclamation proclaiming May 3-9, 2020 as National Travel and Tourism Week

Mayor Hill proclaimed May 3-9, 2020 as National Travel and Tourism Week in Waxahachie.

6. Present Proclamation proclaiming May 2020 as National Preservation Month in Waxahachie

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Mayor Hill proclaimed May 2020 as National Preservation Month in Waxahachie.

7. Present Proclamation proclaiming May 4-9, 2020 as National Economic Development week

Mayor Hill proclaimed May 4-9, 2020 as National Economic Development week in Waxahachie.

8. Public Hearing on a request by Kevin Patel, Triangle Engineering, for a detailed Site Plan review for a proposed Hotel development within a Planned Development zoning district, located at the SW corner of Rae Boulevard and John Arden Drive (Property ID 208656) – AKSHAR 4 LLC (ZDC-000048-2020)

Mayor Hill opened the Public Hearing.

Planning Director Shon Brooks reviewed the case noting the applicant is proposing to construct a four-story hotel on 1.8 acres. He noted per the City of Waxahachie Zoning Ordinance, hotels shall “provide a swimming pool, interior or exterior, of no less than 1,000 square feet of water surface area” and the applicant is proposing 600 sq. ft. The Zoning Ordinance also states hotels shall “provide a boardroom, meeting room, or hospitality room of no less than 1,000 square feet” and the applicant is proposing a “gathering space” of 1,590 sq. ft. which will consist of a common area for hotel guests as well as visitors. The gathering space will not have any doors or separation walls for privacy use. Mr. Brooks noted the Planning & Zoning Commission recommended the separation walls be put in place and the minimum 1,000 sq. ft. swimming pool be installed. He noted the maximum extended stay at this hotel would be 30 days. Staff recommended approval per the following comments:

1. Per staff recommendation, a Development Agreement will be required for the property.
2. Extended Stay Hotels are restricted to a maximum of thirty (30) days, per Section 5.11 of the City of Waxahachie Zoning Ordinance.
3. The applicant must be compliant with Section 5.11 “Hotel Standards” of the City of Waxahachie Zoning Ordinance.

There being no others to speak for or against ZDC-000048-2020, Mayor Hill closed the Public Hearing.

9. Consider approval of ZDC-000048-2020

Action:

Councilmember Kevin Strength moved to approve a request by Kevin Patel, Triangle Engineering, for a detailed Site Plan review for a proposed Hotel development within a Planned Development zoning district, located at the SW corner of Rae Boulevard and John Arden Drive (Property ID 208656) – AKSHAR 4 LLC (ZDC-000048-2020) per staff comments, including the minimum 1,000 sq. ft. swimming pool and minimum 1,000 sq. ft. meeting room. Mayor Pro Tem Mary Lou Shipley seconded, All Ayes.

10. Consider Development Agreement for ZDC-000048-2020

Action:

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Mayor Pro Tem Mary Lou Shipley moved to approve a Development Agreement for ZDC-000048-2020. Councilmember Melissa Olson seconded, All Ayes.

- 11. Public Hearing on a request by Dalton Bradbury, Acker Construction, for a Specific Use Permit (SUP) for a Drive-Through Establishment use within a General Retail zoning district, located at the corner of Corporate Parkway and U.S. N Highway 77 (Property ID 273975) – Owner: ROUX PROPERTIES LLC (ZDC-000052-2020)**

Mayor Hill opened the Public Hearing.

Mr. Brooks reviewed the case noting the applicant is requesting approval to allow a proposed drive through establishment (Bahama Bucks) within a retail strip center (North Grove Business Park). He noted the applicant received a permit to construct a 5,000 sq. ft. retail strip center in November 2019 and at the time no tenants were specified for the building but it was determined a Specific Use Permit was required for the development due to a drive through being proposed with a tenant interior finish out application. Mr. Brooks noted staff recommended approval per the following comment:

1. Sidewalks shall be provided along three sides (side(s) and rear) of the development.

Councilmember Strength noted there is a transformer near the site that would hinder a sidewalk.

City Manager Michael Scott noted it is important to be aware of pedestrian traffic in this growing area and staff is encouraging north/south connections for pedestrians.

Mr. Dalton Bradbury, on behalf of the applicant, agreed that it is necessary to put sidewalks on the south and west ends of the property just not on the side that faces Highway 77. He noted there is not one sidewalk on Highway 77 north of Highway 287 and FM 342.

There being no others to speak for or against ZDC-000052-2020, Mayor Hill closed the Public Hearing.

- 12. Consider proposed Ordinance approving ZDC-000052-2020**

ORDINANCE NO. 3190

AN ORDINANCE AUTHORIZING A SPECIFIC USE PERMIT (SUP) TO PERMIT A DRIVE THROUGH ESTABLISHMENT USE WITHIN A GENERAL RETAIL (GR) ZONING DISTRICT, LOCATED AT THE INTERSECTION OF CORPORATE PARKWAY AND U.S. HIGHWAY 77, BEING PROPERTY ID 273975, IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, BEING LOT 2, BLOCK B OF NORTH GROVE BUSINESS PARK PH. 2 & 4, AND ORDERING THE CHANGING OF THE ZONING MAP THEREOF IN ACCORDANCE WITH SAID CHANGE.

Action:

Councilmember Kevin Strength moved to approve Ordinance No. 3190 with the inclusion of sidewalks south and west of the site. Councilmember Chuck Beatty seconded, All Ayes.

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- 13. Consider authorizing an oversized participation agreement with Connell Realty Services, Inc. associated with the construction of a segment of the proposed Cardinal Road Water Line**

James Gaertner, Director of Public Works and Engineering, requested approval of an Oversized Participation Agreement in the amount of \$106,520 with Connell Realty Services, Inc. which will provide for the oversizing of 345 feet of water line and appurtenances from 12" to 24" along a portion of Cardinal Road west of Highway 77. He noted staff recommends funding for the oversized participation be funded through the FY19-20 Certificate of Obligation bond sale and as a result, there is a companion resolution requesting approval.

Action:

Mayor Pro Tem Mary Lou Shipley moved to approve authorizing an oversized participation agreement with Connell Realty Services, Inc. associated with the construction of a segment of the proposed Cardinal Road Water Line in the amount of \$106,520. Councilmember Chuck Beatty seconded, All Ayes.

- 14. Consider a resolution authorizing the reimbursement of the Water Fund from the proceeds of future debt associated with an oversized participation agreement for the construction of a segment of the proposed Cardinal Road Water Line**

RESOLUTION NO. 1287

A RESOLUTION DECLARING INTENT TO REIMBURSE EXPENDITURES WITH PROCEEDS OF FUTURE DEBT FOR THE PURPOSE OF PERFORMING CONSTRUCTION ASSOCIATED WITH AN OVERSIZED PARTICIPATION AGREEMENT FOR THE CONSTRUCTION OF A PORTION OF THE CARDINAL ROAD 24" WATER LINE.

Action:

Mayor Pro Tem Mary Lou Shipley moved to approve Resolution No. 1287. Councilmember Kevin Strength seconded, All Ayes.

- 15. Consider authorizing professional engineering services with Craido Civil Engineering for the rehabilitation of Wyatt and Hill Street sewer line**

Assistant City Manager Tommy Ludwig requested approval authorizing professional services with Craido Civil Engineering for design services associated with the replacement of a portion of the sewer lines within Wyatt and Hill Street in the amount of \$145,200. He explained this contract will provide for engineering, survey, bid specification preparation and construction support services for the replacement of approximately 2,300 linear feet of 10" sewer line in Wyatt Street and approximately 2,000 linear feet of 12" and 15" sewer line in Hill Street.

Action:

Councilmember Chuck Beatty moved to approve authorizing professional engineering services with Craido Civil Engineering for the rehabilitation of Wyatt and Hill Street sewer line. Mayor Pro Tem Mary Lou Shipley seconded, All Ayes.

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16. Consider proposed Second Ordinance declaring a local state of disaster due to a public health emergency and enacting regulations related thereto

City Manager Michael Scott presented the Second Ordinance declaring a local state of disaster to align with Executive Order issued by Governor Greg Abbott on April 27, 2020.

ORDINANCE NO. 3191

THE SECOND ORDINANCE OF THE CITY OF WAXAHACHIE, TEXAS, DECLARING A LOCAL STATE OF DISASTER DUE TO A PUBLIC HEALTH EMERGENCY AND ENACTING REGULATIONS RELATED THERETO; MAKING FINDINGS; PROVIDING FOR SEVERABILITY, SAVINGS AND REPEALING CLAUSES; PROVIDING FOR PENALTIES; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

Action:

Councilmember Kevin Strength moved to approve Ordinance No. 3191. Mayor Pro Tem Mary Lou Shipley seconded, the vote was as follows: Ayes: David Hill, Mary Lou Shipley, Chuck Beatty, and Kevin Strength. Noes: Melissa Olson.

The motion carried.

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

Assistant City Manager Albert Lawrence noted the mobile drive through for COVID-19 testing at the Sports Complex was a success this past Saturday. He noted Emergency Management Coordinator Thomas Griffith worked with other agencies to organize the event where 78 tests were conducted.

Mr. Scott thanked City Council for their support and noted the city has awarded about \$270,000 in small business loans to aid local businesses. He announced citizens will see the effects of the citizen relief program on their May, June, and July utility bills. He noted water deposits will be mailed out at the end of the week to customers in good standing.

Councilmember Strength thanked the Mayor and city staff for all their work.

Councilmember Beatty thanked city staff for all their work during this pandemic.

Councilmember Olson echoed comments from Councilmember Strength and Councilmember Beatty.

Mayor Pro Tem Shipley expressed her appreciation for the work at the Emergency Operations Center and noted the city is fortunate to have that facility and excellent staff.

Mayor Hill expressed his appreciation for the work at the mobile test site this past Saturday. He noted he was able to express his sincere thanks to the first responders and medical professionals that fearlessly do their jobs without a second thought. He also thanked the Police Department for their efforts in keeping everyone safe.

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City Council
May 4, 2020
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18. Adjourn

There being no further business, the meeting adjourned at 7:38 p.m.

Respectfully submitted,

Amber Villarreal
Assistant City Secretary

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PROCLAMATION

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of Waxahachie; and

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders and children in Waxahachie to gain knowledge of and to maintain a progressive interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2020 marks the 60th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association be it and,

NOW, THEREFORE, be it resolved that I, David Hill, Mayor of the City of Waxahachie, Texas, and on behalf of the Waxahachie City Council, do hereby proclaim May 17 – 23, 2020 as

“National Public Works Week”

and urge all citizens to join with representatives of the American Public Works Association/Canadian Public Works Association and government agencies in activities, events and ceremonies designed to pay tribute to our public works professionals, engineers, managers and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

Proclaimed this 18th day of May 2020.

MAYOR

ATTEST:

CITY SECRETARY



Memorandum

To: Honorable Mayor and City Council
From: Tommy Ludwig, Assistant City Manager
Thru: Michael Scott, City Manager
Date: May 15, 2020
Re: SCADA Service Contract

On Monday May 18, 2020 an award of a three year service contract to Sipes Instrumentation and Electric Service associated with instrumentation repair, parts, and software support services for the City's SCADA system, will appear before the City Council in the amount of \$221,145.00. The City has utilized a third party vendor to perform this work for a number of years, but current service utilization has reached the threshold for the need to formally advertise this service.

As a result, in March 2020, the Utilities Department advertised a request for competitive sealed proposals (RFCSP) for this service. The Department received two proposals in response:

- Sipes Instrumentation and Electric Service - \$221,145 (Evaluation Score: 95.51)
- Signature Automation - \$202,650 (Evaluation Score: 80)

RFCSPs allow the City to evaluate and make award recommendations based on criteria beyond price, such as experience or the ability to effectively provide the service. The City scored each proposal on price, capability and expertise, overall approach, and match to the City's technical system requirements. Sipes Instrumentation and Electric Service received the highest evaluation score and has been determined to be the best provider of this service, based on the City's needs. Sipes Instrument and Electric Service is the City's current vendor and is familiar with the City's SCADA system and staff feels confident they will continue to provide excellent service.

As a reminder, the SCADA system helps monitor and regulate the City's Water Distribution and Wastewater Collection System. This service is an annually planned

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budgeted expense and the department has budgeted funds this year and will in future years to maintain this service contract.

I am available at your convenience should you need any additional information.

Tommy Ludwig

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City of Waxahachie
RFCSP No 2020-UD Instrumentation, Repair, Parts, and Software Support Services

Committee Member #	Signature Automation	Sipes Instrument and Electric Service
	1. Cost for Services	1. Cost for Services
1	N/A	NA
2	N/A	NA
3	NA	NA
4	NA	NA
5	NA	NA
Score:	25.00	22.91
Available Points:	25.00	25.00
	2. Capability and Expertise	2. Capability and Expertise
1	10	20
2	20	20
3	18	20
4	10	20
5	20	20
Average Score:	15.60	20.00
Available Points:	20.00	20.00
	3. Overall Approach	3. Overall Approach
1	18	19
2	15	20
3	20	20
4	18	19
5	20	20
Average Score:	18.20	19.60
Available Points:	20.00	20.00
	4. Technical Match to Requirements	4. Technical Match to Requirements
1	12	34
2	25	30
3	30	35
4	12	35
5	27	31
Average Score:	21.20	33.00
Available Points:	35.00	35.00
Total Average Score:	80.00	95.51
Total Available Points:	100.00	100.00

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INSTRUMENTATION, REPAIR, PARTS AND SOFTWARE SUPPORT SERVICES AGREEMENT

This *INSTRUMENTATION, REPAIR, PARTS AND SOFTWARE SUPPORT SERVICES AGREEMENT* (the "Agreement") is entered into by and between **SIPES INSTRUMENT AND ELECTRIC SERVICE, INC.**, a Texas corporation ("Contractor"), and the **CITY OF WAXAHACHIE, TEXAS** ("City"), as of May 18, 2020.

1. Purpose of Agreement. This Agreement sets forth the understanding between the Contractor and the City Instrumentation, Repair, Parts, and Software Support Services to be provided by the Contractor to the City for the facilities located in Waxahachie (referred to in this Agreement as the "Premises").

2. Services. The specific services to be provided by the Contractor to the City at the Premises ("Services") are more fully set forth in **Exhibit A**, Instrumentation Repair, Parts, and Software Support Services and Addendums, attached to this Agreement. The Contractor and the City agree that the extent and nature of the Services can be changed only by the mutual agreement of the Contractor and the City, in writing. Any item not expressly mentioned in this Agreement will be governed by the original specification and supporting addendum(s) attached to this Agreement in Exhibit A. If there is a conflict between this Agreement and the specification and/or addendum, this Agreement supersedes those documents.

a) Work Hours: The Contractor acknowledges and agrees that the Services performed under this Agreement will be performed during each facilities' operational hours or after hours as specified by the type of service call in this Agreement. The Contractor will be provided with access to the facilities included within this Agreement and be responsible for ensuring the facilities are locked upon completing its Services.

b) Parts and Equipment: The Contractor acknowledges and agrees that it is responsible for providing parts and equipment. The mark up for parts and equipment will not exceed 15% as stated the Contractors Proposal Agreement.

3. Service Fees. For the Services rendered by The Contractor during this Agreement for Year 1, beginning May 18th, 2020 and ending May 18, 2021, Year 2, beginning May 19, 2021 and ending May 19, 2022, and Year 3 beginning May 20, 2022 and ending May 20, 2023. Service Fees must be billed monthly and are due and payable in Kaufman County, Texas, upon receipt by the City of the written invoice from the Contractor ("Invoice"). Any Monthly Fee not received by the Contractor by the thirtieth (30th) day after the date of the Invoice shall bear interest at the rate of one and one half

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percent (1.5%) per month, with interest accruing from the thirtieth (30th) day after the date of the Invoice. Unless the invoice or a portion thereof has been disputed by the City, the Contractor and the City further agree that in the event that any Service Fees are not received by the Contractor by the 30th day after the date of the Invoice or, in the case of default by the City to pay fees in a timely manner, the Contractor may, in its sole discretion, cease performing the Services required under this Agreement, it being specifically agreed that the cessation of performance by the Contractor due to the failure of the City to pay the Monthly Fee shall not be deemed an event of default by the Contractor. Funding of this Agreement is subject to annual appropriations of the City Council. The City may cancel this Agreement as a result of a lack of appropriation or funding at any time without penalty. Cancellation based on a lack of any funding may be immediate.

4. Term. The term of this Agreement is for three-years. The City will provide the Contractor with notification 30 days prior to end of the agreement.

5. Termination of Agreement. Irrespective of the term of this Agreement, this Agreement may only be terminated as follows:

(a) If the City determines that the Contractor is not adequately performing the Services in this Agreement, in which case the City must notify the Contractor in writing and of the deficient Services. The Contractor will then have 30 days to correct the deficiencies. If at the end of the 30 days the City still determines The Contractor's Services to be deficient, the City may terminate this Agreement immediately without penalty.

(b) The City to terminate due to a lack of an appropriation or adequate funding. The City may terminate this Agreement immediately due to the lack of an appropriation or adequate funding without penalty.

(c) By the mutual agreement of the Contractor and the City with the termination to be effective on the date agreed upon by the Contractor and the City.

(d) Breach of contract performed by either party without penalty.

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(e) Thirty (30) days after the delivery of written notice by one party to the other party of the desire to terminate this Agreement, with the termination to be effective on the thirtieth day after the date of delivery of the written notice.

The Contractor and the City agree that there will be a ninety (90) day probationary period whereas the City may terminate the Agreement at the end of ninety (90) days. The Contractor and the City further agree that upon termination of this Agreement, the Contractor would only be paid for the work it has completed up to the termination date and not the Agreement term. In addition, the Contractor and the City agree that the covenants set forth in Section 9 ("Indemnification"), Section 13 ("Confidentiality"), and Section 14 ("Nonsolicitation"), of this Agreement shall remain in full force and effect and shall survive the termination of this Agreement.

6. Independent Contractor Status. The Contractor and the City expressly acknowledge, affirm, represent and agree that: (a) the Contractor is an independent contractor; (b) the Contractor and all of its officers, directors, shareholders, employees or agents shall not be construed or considered in any manner to be employees, owners, officers or agents of the City; (c) the City is only interested in the results of the Services performed by the Contractor; (d) the Contractor shall only be required to expend the amount of time and energy necessary to adequately perform its duties under this Agreement; and (e) the City shall have no control over the details and manner in which the Contractor performs its duties under the Agreement.

7. Additional Covenants. During the term of this Agreement, the City agrees to maintain the Premises in a safe condition, in compliance with all applicable federal, state, county, and city statutes, ordinances, and regulations ("Governmental Rules"). In performing the Services required under this Agreement, the Contractor agrees to comply with all Governmental Rules. If compliance by either party with this paragraph is impossible for reasons beyond its control, the party asserting the impossibility of noncompliance shall immediately notify the other party of that fact and the reasons for the noncompliance.

8. Indemnification. The Contractor shall hold the City free and harmless from any obligations, costs, claims, judgments, attorney's fees, or attachments arising from or growing out of the Services rendered by The Contractor to the City pursuant to the terms of this Agreement or in any way connected with the rendering of such Services, except when the same shall arise due to the willful misconduct or gross negligence of the City, or the failure of the City to maintain the Premises in a safe condition and in compliance with Governmental Rules.

9. Insurance. The Contractor agrees to maintain in effect during the term of this Agreement adequate insurance as set forth in Exhibit A, Insurance Certificates, attached to this Agreement.

10. Bond. All of the employees of the Contractor shall at all times, at the expense of the Contractor, be covered by a blanket fidelity bond.

11. Inspections. The Contractor and the City agree that the City shall be permitted from time- to-time to conduct inspections of the Premises to ensure that the Services are being performed in accordance with the terms of this Agreement. The City agrees to notify the Contractor in writing of any deficiencies in performance by the Contractor, and the Contractor agrees to cure any deficiencies

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within 48 hours after receipt of that notice from the City.

12. Confidentiality. The City agrees that any information or material about the Contractor which is not generally known in the public, or which the City obtains through direct or indirect contact with AHI (including but not limited to customer lists and records, trade secrets, technical information, pricing structure, techniques, and any intellectual property of the Contractor) is a valuable, special and unique asset of Company ("Confidential Information"). The City specifically agrees that it at all times both during, and after, the termination of this Agreement, will: (a) hold in confidence and not disclose any of the Confidential Information to any person or entity, without first notifying the Contractor and obtaining the express written consent of the Contractor; (b) not undertake any activity which would require the City to disclose or use any Confidential Information, without first notifying the Contractor and obtaining the express written consent of the Contractor (c) not make use of any Confidential Information for the City's own purposes or for the benefit of any person, firm, corporation, association or other entity (except the Contractor) under any circumstances. Notwithstanding the confidentiality requirements of this paragraph, the Contractor acknowledges that the City must comply with State and Federal Open Records law and that the City may be required to release certain information related to the Contractor's operations and/or cost of service without the Contractor's prior permission. Further, the City may be required by law or by interrogatories, requests for information or documents, subpoenas, or similar process to disclose Confidential Information, in which case the City may do without the Contractor's prior permission.

13. Entire Agreement. This Agreement constitutes the sole and only agreement between the Contractor and the City respecting the subject matter of this Agreement, correctly sets forth the obligations of the Contractor and the City as of its date, and replaces any prior agreement among the parties concerning the subject matter hereof. Any agreements or representations respecting the Services not expressly set forth in this Agreement are null and void.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

15. Venue. The parties to this Agreement warrant and agree that exclusive venue for any dispute arising under this Agreement or concerning the obligations hereunder shall be in Ellis County, Texas.

16. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of the parties to this Agreement and their respective heirs, executors, successors and permitted assigns.

17. Dispute Settlements. Prior to the institution of litigation to resolve any disputes between parties, the parties agree to participate in non-binding mediation in attempt to resolve the dispute.

18. Notices. Except as otherwise provided herein, all notices, offers, acceptances, requests, and other communications hereunder shall be in writing and shall be deemed to have been duly given and delivered (i) on the date of receipt when delivered by hand or if sent by facsimile, graphic scanning or other telegraphic communications equipment or (ii) on the date three (3) business days after depositing with the United States Postal Service if

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mailed by registered mail, return receipt requested, first class postage prepaid, to the parties at the addresses set forth below (or at such other address as a party may specify by notice to the other party or parties):

A. On Contractor: James Dean Sipes
President
Sipes Instrument and Electric
Service
7530 County Road 277
Kaufman, Texas 75142

B. On the City: Michael Scott
City Manager
City of Waxahachie
401 S. Rogers Street
Waxahachie, TX 75165

19. Authority. Each party warrants and represents that it has the full power and requisite authority to enter into this Agreement, and that all necessary actions have been or will be taken by each party to ratify and authorize the actions required by this Agreement.

20. Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability or any other provision. If any provision of this Agreement shall be held invalid in part, such invalidity shall in no way affect the rest of such provision, together with all other provisions of this Agreement, shall to the full extent consistent with law continue in full force and effect.

21. Assignment. No party may assign any of its rights or delegate any of its duties under this Agreement without the consent of the other party.

22. Amendment. This Agreement may be altered, amended, or terminated only by a written instrument signed by the parties to this Agreement.

23. The Contractor certifies that Contractor does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended

24. In accordance with Section 2270.002 of the Texas Government Code (as added by Tex. H.B. 89, 85th Leg. R.S. (2017)), Contractor verifies that it does not boycott Israel and will not boycott Israel during the Term of this Agreement.

25. In accordance with Section 2252.152 of the Texas Government Code (as added by Tex. S. B. 252, 85th Leg., R.S. (2017)), the Parties covenant and agree that the Contractor is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

(u)

26. Sipes Instrument and Electric Service. acknowledges that the City is a tax exempt entity and *is* not subject to State or City sales taxes. Sipes Instrument and Electric Service also acknowledges that they will be responsible for any tax associated with the rental of equipment necessary to perform the scope of services outlined within this agreement.

Executed as of the _____ day of _____, 2020

The Contractor:
SIPES INSTRUMENT AND ELECTRIC SERVICE
A Texas Corporation

The City:
CITY OF WAXAHACHIE

By: _____
James Dean Sipes, President

By: _____
Michael Scott, City Manager



Memorandum

To: Honorable Mayor and City Council
From: Tommy Ludwig, Assistant City Manager
Thru: Michael Scott, City Manager
Date: May 15, 2020
Re: Utility Department Vehicle Fleet Cover

On Monday May 18, 2020 an item will appear before City Council for consideration, associated with the construction of a Utility Department vehicle fleet cover for Water and Sewer Operations Building in the amount of \$76,476.75. The work would be performed by G2 General Contractors through the Sourcewell Purchasing Cooperative. The project will consist of constructing a 75' x 40' covered parking structure located at 400 E Madison Street (City's Public Works Center). The storage building will be used to store fleet vehicles and equipment that is utilized in the Water and Wastewater field operations.

This project is a planned expense and is included in the FY 2019-20 Water Distribution and Wastewater Collections Operations and Maintenance Budget. The project provides for a three-sided pre-engineered, covered metal structure with concrete piers, structural steel supports, and various electrical components such as lighting and electrical outlets. This work is approximately \$20,000 below the original budget and will provide an area where Utility Department service vehicles and equipment can be parked to help make ready for operations during inclement weather and provide shelter to prolonging the exterior conditions of the vehicles.

I am available at your convenience should you need any additional information.

Tommy Ludwig

(8)



Memorandum

To: Honorable Mayor and City Council
From: Shon Brooks, Director of Planning
Thru: Michael Scott, City Manager
Date: May 14, 2020
Re: First Look Clinic – Fee Waiver Request

On Monday May 18, 2020, a petition for relief for impact and park land dedication fees associated with First Look Pregnancy Center will appear before City Council for consideration. Specifically, the applicant is requesting for fee waivers of the following:

- Park Fees (\$1,610.00)
- Water/Wastewater (\$21,177.49)
- ROW Impact (\$77,182.56)

I am available at your convenience should you need any additional information.

Shon Brooks

(8)



Michael Scott, City Manager
401 S. Rogers
Waxahachie, Texas 75168

Dear Michael,

The City of Waxahachie has been the home of our organization for some 25 years. During that time, we have served an essential service to many families and helped to preserve the lives of many of your youngest residents. As the community has grown, so has the demand on our services. We have dramatically outgrown our current facilities and, after much effort, funded an effort to expand into a new facility on YMCA drive.

The recent COVID-19 Pandemic has affected us all. We anticipate some of our donors who committed to funding may struggle to fulfill their obligations. With that in mind, we are making a PETITION OF FULL ECONOMIC RELIEF from all impact fees related to the construction of our new facility. We prayerfully request your most sincere consideration.

Thank you for your consideration. Please don't hesitate to contact me should you have any further questions.

Sincerely,


Julie Farrar
Capital Campaign Manager

(9)



Memorandum

To: Honorable Mayor and City Council
From: Ricky Boyd, Fire Chief
Thru: Michael Scott, City Manager
Date: May 4, 2020
Re: AMR Contract



Mayor and Council,

I respectfully request your approval of a new Ambulance Services Contract with American Medical Response. In coordination with the Cities of Red Oak and Ennis as well as Ellis County, we have negotiated a new contract with AMR during numerous meetings over the last several months.

Although the present contract with AMR does not end until January 3, 2021, all parties agreed it would be best to align the contract with the fiscal year. Therefore, if approved, the proposed contract will begin on October 1, 2020 and run through October 1, 2022. It also includes provisions for optional 2-year renewals. The annual subsidy in the proposed contract for Waxahachie remains at \$142,167 (the same as it has been in FY19 and FY20).

Thank you for your consideration in this matter.

Respectfully submitted,

Ricky Boyd, Fire Chief

(9)

Service Contract

With

For

Ambulance Services



Ellis County Contract- City of Waxahachie

This Ambulance Services Contract ("Agreement") is made and entered into this 18th day of May, 2020 by and between the City of Waxahachie and American Medical Response Ambulance Service, Inc., a Delaware corporation ("AMR") for services to be provided collectively to the public entities of the Cities of Waxahachie, Ennis, and Red Oak as well as Ellis County (the "Entities").

- A. The Entities are political subdivisions of the State of Texas (the "State") with authority over the delivery of pre-hospital emergency medical services ("EMS") within their respective jurisdiction.
- B. AMR is a licensed provider of high quality EMS with the capability to provide EMS within the Entities.
- C. In order to ensure that residents and visitors within the Entities receive appropriate EMS when required as a result of injury or illness, the Governing Body (the "Governing Body") of the Entities desire to grant AMR the exclusive right to provide the specific EMS described herein, and AMR desires to provide such EMS, subject to the terms and conditions specified herein.
- D. While often mentioned collectively in this Agreement, each Entity and their respective Governing Body are separate and distinct from each other. Therefore, while it is the intent that each of the Entities act together, nothing in this Agreement shall be construed as to alter the powers of each separate Entity and their Governing Body to act independently of each other.

NOW, THEREFORE, in consideration of their mutual promises, the parties hereby agree as follows:

1. Exclusive Operating Area.

- 1.1 The Entities hereby grants AMR the exclusive right to provide the Services described in Appendix B (the "Services") within the service area specified in such Appendix A (the "Service Area"). All Primary PSAPs and communications facilities ("Communications Centers") authorized to receive emergency medical calls and/or to dispatch emergency ambulances within the Service Area shall direct such calls to AMR in accordance with the dispatch protocols ("Dispatch Protocols") agreed upon by AMR and the Entities. Subject to Section 1.2, the Entities shall not permit any other provider of ambulance services to respond to medical calls within the Service Area requiring emergency or non-emergency dispatch, regardless of whether such calls are placed through the 911 system or to a ten (10) digit number. The Entities shall require that all such emergency and non-emergency calls, including those received on ten (10) digit numbers, be routed to AMR.
- 1.2 Notwithstanding the foregoing, AMR may enter into subcontracts and mutual aid agreements with licensed ambulance providers as deemed necessary by AMR to insure adequate coverage throughout the Service Area. All subcontractors ("Subcontractors") shall meet the applicable requirements of this Agreement. The EMS Administrators shall have the ability to approve or disapprove subcontractors as mutual aid partners.

2. Ambulance Services.

- 2.1 AMR shall respond, or request that a mutual aid provider or Subcontractor respond, to all requests for Services within the Service Area from a Communications Center.
- 2.2 AMR shall respond to all requests for Services from a Communications Center using an MICU Ambulance. Each MICU Ambulance shall be staffed with two personnel, at least one

(9)

Ellis County Contract- City of Waxahachie

(1) of whom shall be licensed or certified as an Emergency Medical Technician-Paramedic ("Paramedic") and at least one of whom shall be licensed or certified at the level of EMT-Basic.

- 2.3 All ambulances used to provide Services (the "Ambulances") shall be licensed and equipped with all supplies and equipment required by State law, and shall be maintained in good working order in accordance with AMR's maintenance policies and procedures. The Ambulances shall also comply with the vehicle specifications set forth in Appendix F.
- 2.4 AMR shall perform its own dispatching. Calls received by the Primary PSAPs (Primary Public Safety Answering Points) within the Service Area shall be immediately transferred to AMR in accordance with the Dispatch Protocols as agreed upon by all parties. The Entities agree to allow AMR access to their established radio systems in order to complete EMS radio dispatch services for the Entities. However, all radio contact to and from AMR Dispatch and AMR ambulances shall be on their own channel. AMR shall provide all radio and connectivity equipment to ensure appropriate use of established radio system(s). AMR shall work collaboratively with the Entity's officials in the development of appropriate radio Dispatch Protocols.
- 2.5 AMR, its Ambulances and AMR Personnel shall comply with all federal, State and local laws. Without limiting the foregoing, all AMR personnel and Ambulances shall be fully licensed or certified as required by law and shall comply with all licensing, certification or other laws.
- 2.6 AMR shall perform the Services in accordance with prevailing standards of care in the ambulance industry. To help ensure maintenance of such standards, AMR shall operate a quality improvement program consistent with industry standards.
- 2.7 AMR shall perform the additional services specified in Appendix B.

3. Response Time Standards; Deployment.

This is a PERFORMANCE BASED agreement. AMR shall deploy a sufficient number of Ambulances necessary for it to substantially comply with the Response Time Standards set forth in Appendix G ("Response Time Compliance"). As a minimum, AMR shall provide 180 total ambulance service hours per 24 hour period (7:00 am to 7:00 am) with a total of 1,344 ambulance service hours per calendar week (07:00 am Sunday thru 07:00 am Sunday). In the event AMR's overall response time compliance in the aggregate is below ninety percent (90%) for any two (2) consecutive months, AMR shall deploy sufficient additional Ambulances to meet or exceed that level.

4. Term.

- 4.1 AMR shall commence providing services hereunder effective at 7:00 a.m. on October 1, 2020, and this Agreement shall continue in full force and effect for two (2) years through 7:00 a.m. on October 01,, 2022 (the "Initial Term").
- 4.2 At the end of the Initial Term and any subsequent renewals, the Entities shall have the option to renew the contract for two (2) years under the following provisions:

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Ellis County Contract- City of Waxahachie

- a. The renewal shall only be exercised if AMR is successful in meeting the Response Time Compliance standards in Appendix G and the Entities are satisfied with the services provided by AMR.
- b. The renewal shall only occur with written approval from the Entities which shall occur at least ninety (90) days prior to the end of the Initial Term. Failure of the Entities to provide a renewal letter shall serve as Notice of Nonrenewal.

5. Entity Considerations:

5.1 As part of the consideration of AMR's undertakings hereunder, the Governing Bodies of the Entities shall provide the following annual subsidies to AMR:

- a. The City of Waxahachie: \$142,167.00
- b. The City of Ennis: \$76,743.00
- c. The City of Red Oak: \$49,941.00
- d. The County of Ellis: \$120,641.00
- e. The subsidy of each Entity is payable in four (4) equal payments which shall be made by the tenth (10th) day of the month following the end of the quarter.

5.2 Subsidy Redetermination:

- a. A price redetermination may be considered by the Entities' Governing Bodies only on October 1st of each year of the Agreement. All requests for price redetermination shall be in written form, shall be submitted at least ninety (90) days prior to October 1st of each year and shall include supporting documentation.
- b. AMR shall renew the contract and accept all recommended changes while asking for no more than a 3% annual increase to the current subsidy.
- c. In order to receive consideration for a price redetermination, AMR must be in good standing, meet the minimum requirements of the Agreement, and be performing at or above the level of the Response Time Compliance standards.

5.3 The Cities of Waxahachie, Ennis and Red Oak shall provide medical first response at the BLS level with the local option to coordinate with the medical director to provide ALS ("First Responder Services"). Volunteer departments shall have the option of whether or not to participate in First Responder Services. As applicable, all professional, volunteer and combination departments shall comply with the requirements set forth in Appendix I.

6. Termination.

6.1 Notwithstanding Section 4, the Entities may terminate this Agreement in the event of material breach ("Material Breach") by AMR of this Agreement. Material Breach shall include:

- a. Continued failure to operate the system in a manner consistent with Federal, State and Local laws, rules and regulations;

Ellis County Contract- City of Waxahachie

- b. Continued failure to provide Services consistent with the prevailing standards of care in the ambulance industry, such that the continued delivery of such Services would pose a serious and imminent threat to the health and safety to the residents of the Service Area;
- c. Failure to provide the data or access to records as required by this Agreement within ten (10) days of written notice by the Entities citing the relevant section of this Agreement;
- d. Intentionally supplying misleading material information with regard to records, documents, dates or time kept for the purpose of determining AMR's performance under the terms of this Agreement. Upon detection of accidental or unintentional error, AMR shall notify the Entities immediately;
- e. Continued failure of AMR, its employees, its agents, or its representatives to conduct themselves in a professional and courteous manner including professional appearance;
- f. Continued failure to substantially and consistently meet or exceed the response time standards and/or the various clinical standards provided for in the Agreement;
- g. Continued failure of AMR personnel to bring needed equipment to the location of the patient. For clarification, AMR personnel shall bring all patient care equipment (medical kit, Lifepak, oxygen, cot, etc.) to patient locations upon arrival on every call unless fire department personnel are on location prior to their arrival and give direction otherwise.
- h. Continued failure to maintain equipment in accordance with manufacturer or industry maintenance practices as outline in the Agreement;
- i. Continued failure to furnish key personnel of quality and experience;
- j. Continued failure to submit scheduled or ad hoc reports, or other information;
- k. Making an assignment for the benefit of creditors; filing a petition for bankruptcy; being adjudicated insolvent or bankrupt; petitioning by custodian, receiver or trustee for a substantial part of its property; or commencing any proceeding relating to it under the bankruptcy, reorganization arrangements, readjustment of debt, dissolution or liquidation law or statute;
- l. Failure to maintain insurance requirements or provide timely notification of policy changes;
- m. Any other continued failure of performance required in the Agreement which is determined to constitute an endangerment to public health and safety, or not be in the best interest of the Entities;
- n. Failure to pay penalties within the requirements of the Agreement;
- o. Failure to maintain any type of license, permit, or certification required by law in order to fulfill the requirements of the Agreement or in order to avoid fines and penalties imposed by law;

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Ellis County Contract- City of Waxahachie

- p. Persistent and repeated failures of AMR to comply with any of the performance requirements;
 - q. Continued failure to comply with any other material provision of this Agreement.
- 6.2 As a condition precedent to termination by the Entities, the Entities shall provide AMR with no less than thirty (30) days' advance written notice citing, with specificity, the basis for the Material Breach (the "Breach Notice"). In the event AMR shall have cured the Material Breach within such thirty (30) days' period, or such longer period as may be specified in the Breach Notice, this Agreement shall remain in full force and effect. In the event the Entities reasonably deem AMR to remain in Material Breach as of the end of the notice period specified in the Breach Notice, the Entities shall provide AMR with a notice of termination ("Termination Notice") setting forth the specific reasons the Entities believe AMR remains in Material Breach and the effective date of termination ("Termination Date"), which shall be no less than thirty (30) days from the date of the Termination Notice.
- 6.3 AMR may appeal the Breach Notice or Termination Notice by filing a notice of appeal ("Appeal Notice") with the Governing Body(ies) of the Entity(ies) at least twenty (20) days prior to the Termination Date. Following receipt of such Appeal Notice, the Governing Body(ies) shall hold a hearing as soon as reasonably practicable, in which AMR shall be entitled to contest the Breach Notice and/or Termination Notice, as the case may be. The Governing Bodies may affirm or reverse the Breach or Termination Notice, or may provide AMR with additional time within which to cure the Material Breach. Notwithstanding Section 6.2, this Agreement shall remain in effect until the Governing Body(ies) has issued a written decision following the appeal. The written decision of the Governing Body(ies) shall be binding on the parties. Notwithstanding the foregoing, nothing herein shall impair the rights of either party to seek damages or such other relief as may be available under applicable law in a court of competent jurisdiction.
- 6.4 AMR shall post a performance bond in the amount of five hundred thousand (\$500,000) to each Entity to secure its performance hereunder. Such performance bond may consist of either a surety bond issued by a licensed insurer or surety or a letter of credit issued by a licensed bank. In the event of termination by the Governing Body(ies) due to Material Breach by AMR, the Governing Body(ies) shall be entitled to draw on such performance bond.
- 6.5 AMR may terminate this Agreement with or without cause upon one hundred eighty (180) days' written notice to the Entities. Termination with a shorter period of notification shall result in reimbursement of five hundred thousand dollars (\$500,000) to each Entity.
- 6.6 In the event of termination by either party for any reason, or of expiration of this Agreement, AMR shall cooperate with the Entities and with the successor provider to help ensure a smooth transition.
- 7. Billing and Payment.**
- 7.1 AMR shall be solely entitled to perform, and responsible for performing, billing of patients and third party payers for EMS Transport Services provided hereunder. The Entities shall not bill, or permit any other party to bill patients or third party payers, for EMS, including but not limited to transport, first response or dispatch services provided in connection with an Emergency Call.

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Ellis County Contract- City of Waxahachie

- 7.2 AMR shall comply with all applicable laws governing billing and collection, including but not limited to laws and regulations applicable to patients covered by Medicare, Medicaid, Tricare and other public or private reimbursement programs.
- 7.3 AMR shall further comply with the rate requirements set forth in Appendix J. The Entities agree to increase such rates on an annual basis in an amount equal to any increase in the Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average, average of "Medical Care" and "Transportation" Major Groups (or any successor indices). Further, AMR may request an additional increase based on cost factors such as unexpected or unusual increases in the cost of fuel, supplies or labor, or new regulatory or patient care standards. Such requests shall be supported by credible documentation.

8. **Records.**

- 8.1 AMR shall maintain accurate books, documents and records reflecting the Services provided and all bills or claims submitted to patients or third party payers. All such records should be prepared and maintained in accordance with applicable law, including but not limited to the Health Insurance Portability and Accountability Act of 1996 and applicable regulations promulgated thereunder ("HIPAA").
- 8.2 Subject to all applicable laws and regulations, the Entities shall be entitled to review and inspect such records to the extent necessary to ensure compliance with the terms of this Agreement. Any such review or inspection shall occur at AMR's premises, during regular business hours, upon not less than two (2) full business days' advanced written notice.

9. **Mutual Cooperation.**

- 9.1 The parties shall fully cooperate with each other to assist AMR in the performance of this Agreement.
- 9.2 Each party shall designate a primary liaison who shall be the primary point of contact for the other party in connection with the performance of this Agreement. In the event either party is dissatisfied with the other party's conduct or performance related to this Agreement, the primary liaison for each party shall meet and confer, with such other personnel as they may deem appropriate, in order to informally resolve such issue, if possible.
- 9.3 AMR shall transport any professional or volunteer Fire Department or Police Department personnel who are injured in the line of duty at no charge to any of the Entities or the injured person.

10. **Insurance.**

Each party shall maintain, throughout the term of this Agreement, the insurance coverage specified in Appendix K. Each party shall furnish to the other certificates evidencing such coverage prior to the effective date hereof, and each party shall endeavor to provide no less than thirty (30) days' advance written notice to the other party prior to the diminution or cancellation of such coverage.

11. **Indemnification.**

Each party (the "Indemnitor") shall indemnify, defend and hold the other, and its employees and agents (collectively the "Indemnitee") harmless against any claims, liability, losses or damages

Ellis County Contract- City of Waxahachie

(collectively "Claims"), incurred by the Indemnitee which arise from any breach of this Agreement or any negligent, intentional or other tortious act or failure to act of the Indemnitor related to the performance of this Agreement. This provision shall survive the termination of this Agreement. The Indemnitee agrees to promptly notify the Indemnitor of any Claim against it which it expects to give rise to a duty of indemnity by the Indemnitor.

12. Dispute Resolution.

- 12.1 All disputes which in any manner arise out of or relate to this Agreement or the subject matter thereof, shall be resolved exclusively by binding arbitration in accordance with the provisions of this section and the Commercial Arbitration Rules of the American Arbitration Association.
- 12.2 There shall be one (1) arbitrator.
- 12.3 If the parties shall fail to select a mutually acceptable arbitrator within ten (10) days after the demand for arbitration is mailed, a single arbitrator shall be selected in accordance with the Commercial Arbitration rules of the American Arbitration Association.
- 12.4 The parties shall have the rights of discovery as provided for by applicable Texas law.
- 12.5 Arbitration shall take place in Texas, unless the parties otherwise agree.
- 12.6 Notwithstanding the foregoing, because time is of the essence of this Agreement, the parties specifically reserve the right to seek a judicial temporary restraining order, preliminary injunction, or other similar short term equitable relief, and grant the arbitrator the right to make a final determination of the parties' rights, including whether to make permanent or dissolve such court order. Further, nothing herein shall be construed as requiring arbitration of claims brought by patients or other third parties.

13. Miscellaneous Provisions.

- 13.1 Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the following addresses:

If to City of Waxahachie:

City of Waxahachie
Attn: City Manager
401 S. Rogers Street
Waxahachie, TX 75165

With Mandatory Copy to:

Waxahachie Fire-Rescue
Attn: Fire Chief
407 Water Street
Waxahachie, TX 75165

If to AMR:

General Manager
American Medical Response
4099 McEwen Avenue, Suite 200
Farmers Branch, Texas 75244

With Mandatory Copy to:

Law Department
American Medical Response, Inc.
6363 S Fiddler's Green Circle, 14th Floor
Greenwood Village, Colorado 80111

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Ellis County Contract- City of Waxahachie

- 13.2 AMR shall maintain compliance with the Texas Administrative Code, Chapter 157 Emergency Medical Care.
- 13.3 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- 13.4 This Agreement (including the Appendixes and any attachments thereto, which are incorporated herein by this reference) constitutes the entire Agreement between the parties with respect to the subject matter hereof, superseding all prior oral and written agreements with respect thereto, and no amendment shall be valid unless it is documented in a written instrument duly executed by the party or parties making such amendment.
- 13.5 AMR agrees not to differentiate or discriminate in its provision of Services to patients because of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, disability or age.
- 13.6 Nothing in this Agreement shall be construed to confer upon any person, any remedy or claim as third-party beneficiaries or otherwise. No waiver of any breach of any provision of this Agreement shall be deemed a waiver of any preceding or succeeding breach. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.
- 13.7 Neither party may assign this Agreement nor any rights hereunder, nor may they delegate any of the duties to be performed hereunder without the prior written consent of the other party, except as provided in Section 1.2 herein. This Agreement shall be binding upon, and shall inure to the benefit of, the parties to it and their respective legal representatives, successors and assigns.
- 13.8 The prevailing party in any arbitration or other action arising from this Agreement shall be awarded attorneys' fees and costs of all such arbitration or action.
- 13.9 It is not the intent of either party to this Agreement that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing, or ordering of any services other than specific services described in this Agreement. Any payments or other consideration specified in this Agreement are consistent with what the parties reasonably believe to be the fair market value for the services provided.
- 13.10 In the performance of this Agreement, each party hereto shall be, as to the other, an independent contractor and neither party shall have the right or authority, express or implied, to bind or otherwise legally obligate the other. Nothing contained in this Agreement shall be construed to constitute either party assuming or undertaking control or direction of the operations, activities or medical care rendered by the other. AMR and the administrative staffs of the Entities shall meet on a monthly basis to address issues of mutual concern related to the provision of Services and the parties' respective rights and obligations hereunder.
- 13.11 Each party shall comply with the privacy and security provisions of the Health Insurance Portability and Accountability Act of 1996 and the regulations thereunder ("HIPAA"). All Patient medical records shall be treated as confidential so as to comply with all state and federal laws.

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Ellis County Contract- City of Waxahachie

- 13.12 AMR has made available to the Entities a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time-to-time, at AMR's web site, located at: www.gmr.net, and the Entities acknowledge receipt of such documents. AMR warrants that its personnel shall comply with AMR's compliance policies, including training related to the Anti-kickback Statute.
- 13.13 Each party represents and certifies that neither it nor any practitioner who orders or provide Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide Services from participation in Federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Agreement unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing Services hereunder.
- 13.14 Equal Employment Opportunity. If the provisions of Executive Order 11,246 are applicable to this Agreement, the parties incorporate the equal employment opportunity clause set forth in 41 C.F.R. part 60-1. If the provisions of Executive Order 13,201 are applicable to this Agreement, the parties incorporate the equal employment opportunity clause set forth in 29 C.F.R. part 470.
- 13.15 Each individual executing this Agreement on behalf of any party to this Agreement represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said party. This Agreement may be signed in counterparts.

(9)
Ellis County Contract- City of Waxahachie

IN WITNESS WHEREOF, each party hereto has caused the Agreement to be executed in its name as of the date first written above.

American Medical Response Ambulance Service, Inc.:

By: _____
Edward Van Horne, COO
American Medical Response Ambulance Service, Inc.

City of Waxahachie:

By: _____
Michael Scott, City Manager
City of Waxahachie, Texas

By: _____
Lori Cartwright, City Secretary
City of Waxahachie, Texas

By: _____
David Hill, Mayor
City of Waxahachie, Texas

By: _____
Robert Brown, City Attorney
City of Waxahachie, Texas

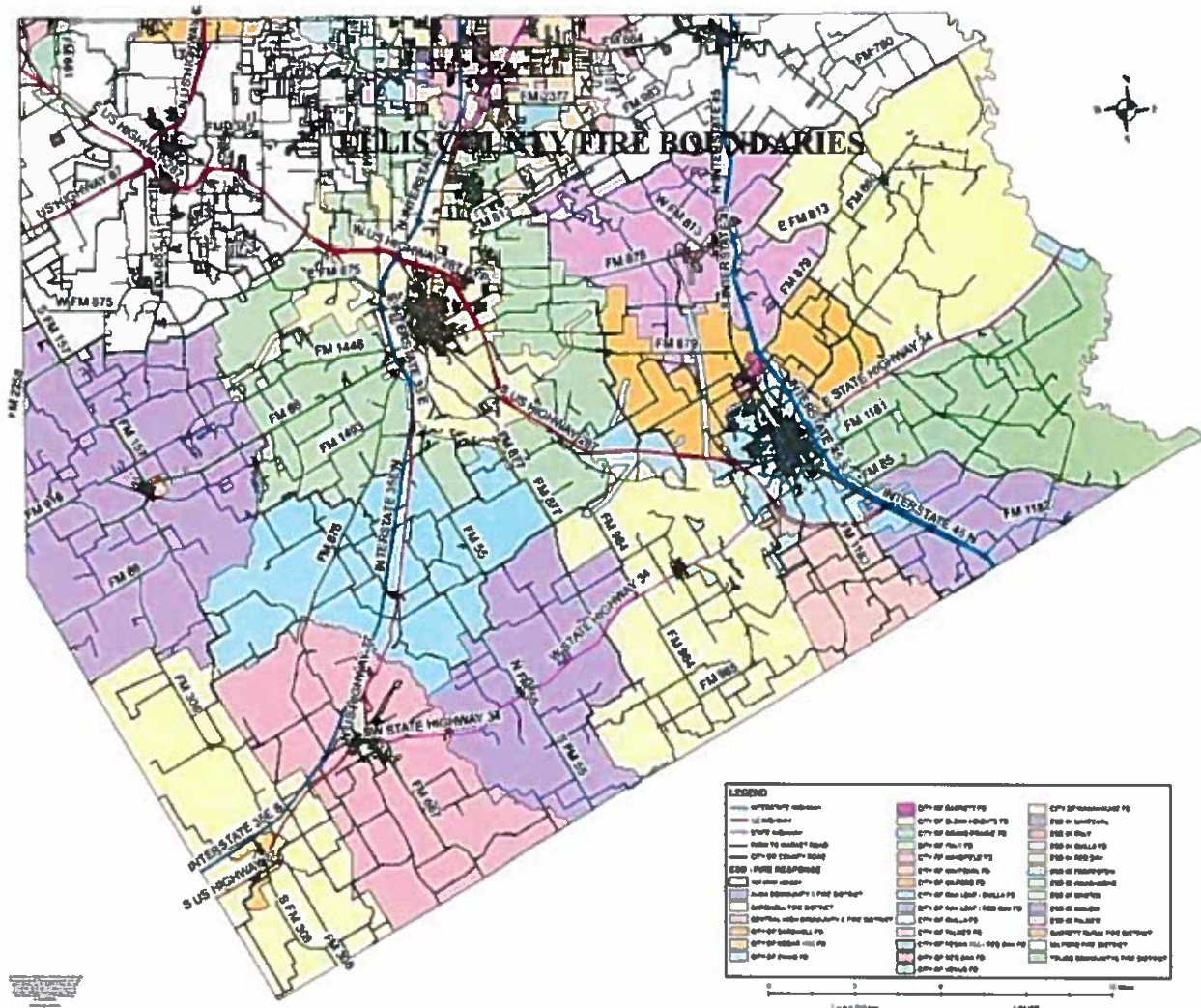
By: _____
Ricky Boyd, Fire Chief
City of Waxahachie, Texas

(9)
Ellis County Contract- City of Waxahachie

APPENDIX A

SERVICE AREA BOUNDRIES

The boundaries of the Service Area for this Agreement shall include all addresses / properties / areas / roadways within the corporate limits of Ellis County Texas excluding the corporate limits of the City of Midlothian as well as the jurisdictional boundaries of ESD 2 and ESD 5 (see map below).



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Ellis County Contract- City of Waxahachie

APPENDIX B

PROVIDER SERVICES

Exclusive Provider

AMR shall have the exclusive right to provide, and shall provide, directly or through agreed upon Mutual Aid agreements, the following services within the Service Area:

AMR shall be the exclusive 9-1-1 ambulance provider for the Entities and shall be the exclusive inter-facility transport (“IFT”) provider for the Entities. The following are the only exceptions to the exclusivity agreement:

- a. An ambulance that is operated from outside the contracted area and transports any patient from a point of origin outside the contracted area to a destination inside the contracted area.
- b. An ambulance that is brought into the contracted area for the sole purpose of a drill or training exercise.
- c. Any ambulance rendering requested assistance to ambulances currently authorized by the Entities in cases of disaster or major emergency pursuant to provisions of a “mutual aid agreement” approved by the Entities.
- d. A hospital owned/operated pediatric/neonatal transport service with ambulances modified for pediatric/neonatal transport and staffed at least by a Registered Nurse.

Utilizing an exclusive provider shall ensure that transports in our area are provided by a provider who has demonstrated their qualifications, performance record and financial stability, thereby increasing the confidence of our citizens and healthcare facilities.

There shall be three (3) IFT response time criteria defined as follows:

1. Code ED- 9 minute response criteria, lights and siren response
 - a. Transfers eligible for flight criteria, but air service is not available
 - b. Urgent care team waiting patient arrival (i.e. surgery, interventional radiology, Cath lab, etc.
 - c. STEMI
 - d. Hemorrhagic stroke, clot retrieval
 - e. Traumatic head bleed
 - f. Multi-system Trauma
 - g. AAA
 - h. Any immediate life or time sensitive limb threatening condition, including birthing mothers (not routine labor)
2. Emergent Transfer (Patient Condition Transfer Request) – 30 minute response time criteria
3. Non-emergent Transfer (Customer Desire Transfer Request – 60 minute response time criteria

The entity (hospital, nursing facility, etc.) that requests the transfer shall inform AMR Dispatch as to what type of transfer (Code ED, Emergent, Non-Emergent) is being requested.

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Ellis County Contract- City of Waxahachie

IFT Response Time Criteria Defined:

1. AMR will be considered “at destination” when marked within the CAD after the ambulance arrives at the facility.
2. AMR personnel are required to document the “at patient” time in the EPCR charting system. Likewise, in order to provide a means of authentication, the staff of the facility shall document the “at patient” time in the patient’s chart.
3. For all IFT responses, the response time shall end with “at patient”, not “at destination”.
4. This will allow adequate facility tracking for arrival and timely delivery of patient care.

If AMR is unable to fulfill the time/distance obligation, they shall communicate directly with the requesting facility to assist in coordinating the arrangements of the transfer to fulfill the facility’s needs.

Operational Expectations

AMR shall provide and manage the delivery of emergency medical services. This Agreement shall be a performance contract, not level-of-effort contract; however, the following conditions are baseline expectations. AMR is highly encouraged to consider innovative methods to grow the service and exceed performance expectations.

Staffing

AMR is responsible for ensuring high-performance service through employing, managing, training and other personnel functions necessary to fulfill the terms of this Agreement. AMR shall maintain one (1) shift supervisor not assigned to an ambulance for the Service Area twenty-four (24) hours per day. The County Operations Manager cannot act as the Shift Supervisor except for emergency staffing (i.e., an employee goes home sick, etc.) and then only for a maximum of two (2) hours. See appendix L for the Shift Supervisor Job Description. AMR should attempt to employ EMTs, Paramedics and clerical staff with local knowledge and experience. All reasonable efforts to employ EMTs and Paramedics with experience, knowledge and history of the Service Area should be considered first.

- a. The parties understand that the EMS System requires professional and courteous conduct at all times from AMR’s field personnel, middle management, and top executives. AMR shall employ highly trained EMTs, Paramedics and support staff to provide patient care and to operate AMR’s vehicles and equipment.
- b. Each EMT and Paramedic shall be physically capable of performing the tasks assigned by AMR, shall be clean in dress and person, and shall display their name and certification in an appropriate manner visible to the patient. During the performance of services described in this Agreement employees shall conform to the AMR’s dress code which shall conform to DSHS guidelines.
- c. The parties understand that training and educational requirements change from time to time for EMTs and Paramedics as new protocols and medical treatments are approved by the EMS Medical Director. AMR agrees that the EMS Administrators may require additional training or education for EMTs and Paramedics for the benefit of patients receiving care under the Agreement. The cost of such training or education shall be the sole responsibility of AMR.
- d. AMR shall utilize reasonable work schedules and shift assignments that allow personnel to work no more than thirty-six (36) consecutive hours followed by a minimum of twelve (12) hours off duty. AMR shall utilize management practices that ensure that field personnel working extended shifts, part-time jobs, and voluntary or mandatory overtime are not exhausted to an extent that

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might impair judgment or motor skills. To ensure compliance, the AMR Shift Supervisor shall send a Daily Staffing Report which includes names, hours and assignment locations worked (including subbing) of all of their personnel in Ellis County to each Entity by 10am each day. Furthermore, the Shift Supervisor shall immediately send all Entities an updated Daily Staffing Report when changes to the original staffing occurs.

- e. AMR shall provide working conditions that assist in attracting and retaining highly qualified personnel. AMR shall offer its employees a compensation and benefits package designed to attract and retain highly qualified field personnel and clerical personnel. Salary and benefits should be comparable to the same positions in the industry and surrounding counties.
- f. All AMR personnel shall be trained and receive certification as current level National Incident Management System (NIMS) compliant.
- g. AMR shall have in place a third party independent testing program for random drug screening of all personnel providing response under the Agreement. Further, AMR shall transport to a facility for testing any employee suspected to be using or under the influence of drugs or alcohol or other intoxicant, or have an agent of a testing facility come to the location of the employee to obtain a necessary sample. Any employee suspected of being under the influence of any drug or intoxicating substance shall be immediately relieved of duty until there is clinical proof to the contrary.
- h. AMR shall have a Standard Operating Procedure (SOP) that describes expectations, requirements, and practices of daily operations, and how complaints regarding level of care, response or employee action or inaction are handled. This SOP shall be given to the EMS Administrators at the beginning of the Agreement. Likewise, any updates must be given to the EMS Administrators immediately upon being implemented. AMR and the Entities shall work together to create policies that coincide and do not contradict each other.
- i. Complaints from the EMS Administrators directed at level of care, response or employee action or inaction shall be answered within forty-eight (48) hours to include actions taken (i.e. disciplinary action and other corrective measures).
- j. It shall be of the utmost importance that employees of AMR strive to gain proficient knowledge of the streets and highways in the coverage areas in order to choose the quickest, most direct route to the scene of an emergency.
- k. AMR shall provide a mechanism or approved method for monitoring driver performance for all ambulances providing service under the Agreement. The Entities are to be provided with reports on driver performance as requested by the EMS Administrators.
- l. AMR shall have staff available and a toll free phone number capable of discussing and resolving billing questions.
- m. System ambulances shall be staffed with a minimum of one (1) paramedic and one (1) EMT.
- n. AMR may not offer incentives by way of additional salaries or wages or compensated leave of absence to employees based upon the number of procedures performed or based upon mileage for the provision of ambulance transport.
- o. AMR shall ensure clinical performance consistent with Department of State Health Services (DSHS) and Medical Director Standards and implement reasonable changes accordingly.

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Service Deployment Model:

This is a PERFORMANCE BASED agreement. AMR shall deploy a sufficient number of Ambulances necessary for it to substantially comply with the Response Time Standards set forth in Appendix G ("Response Time Compliance"). As a minimum, AMR shall provide 180 total ambulance service hours per 24 hour period (7:00 am to 7:00 am) with a total of 1,344 ambulance service hours per calendar week (07:00 am Sunday thru 07:00 am Sunday). . In the event AMR's overall response time compliance in the aggregate is below ninety percent (90%) for any two (2) consecutive months, AMR shall deploy sufficient additional Ambulances to meet or exceed that level.

AMR shall comply with the response time requirements set forth in Appendix G.

AMR shall provide at least one (1) supervisor who is a Paramedic assigned to a quick response vehicle (QRV), twenty-four (24) hours a day, seven (7) days a week, who shall be available for immediate response to emergencies, deliver supplies and equipment to the ambulances, supervise AMR personnel on a daily basis and be on call if needed.

AMR shall make emergency services (as defined by NFPA standards) available to all persons within the Service Area.

Replacement of Ambulances:

When an ambulance is taken out of service for preventative or routine maintenance or repairs of any kind, another ambulance shall be put in place of the ambulance being taken out of service until such time as the other ambulance is returned to service. If the downtime of the unit shall be over four (24) hours, the EMS Administrators shall be notified of such and shall also be notified when a replacement unit is put in service in its place.

Patient Transport Considerations:

AMR shall provide emergency medical treatment and transport from the scene to the closest appropriate health facility based upon the chief complaint/illness/injury.

Patients and/or guardians have the right to request transport to a facility of their choice. However, it is the responsibility of the AMR staff to communicate to the patient and/or guardian the potential adverse effects on the outcome of the patient's condition if the requested hospital is not the closest, most appropriate facility to treat their condition. Once this is communicated, the patient and/or guardian retains the privilege of making the final decision of the hospital the patient shall be transported to as long as said hospital is within the Dallas/Ft. Worth Metroplex.

When air activation is necessary, requests for an air ambulance shall be made through the Entity's communications center, not AMR's communications center. The Entity's communication center will contact the closest, most appropriate air ambulance.

AMR agrees that for ambulance services provided to the Entities for patients in custody, such as transports after an arrest or transports to/from the jail facility, AMR agrees to charge the Entity only the Medicare rate current as of the date the service is provided. The Governing Body shall only be charged if the patient is not released and remains in the custody of the Entity's Police Department.

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AMR shall apply for, secure, and renew all licenses, permits, certificates or similar government approvals which are or may be required by applicable law and shall provide copies of all such pertinent documents to the local EMS Administrators.

Subject to AMR's reasonable policies and procedures regarding same, AMR shall give authorization to Entity dignitaries and members of the Law Enforcement Departments to ride out as observers. Likewise, AMR shall permit members of the Entity and volunteer Fire Departments to ride out as interns. AMR's policies and procedures may address, among other things, the requirement of written waiver and indemnity agreements, insurance requirements, dress codes, conduct codes and the like.

Mass Events / Proactive Preparedness:

AMR shall provide a standby ambulance and emergency medical personnel for standby upon request of the local EMS Administrators or the Governing Body at no additional charge to the areas when there is reason to believe a life threatening public emergency presently exists or is imminent in the Service Area which includes mass gathering events, inclement weather forecasts of snow, ice, thunderstorm warnings, and tornado warnings as well as structure fires, technical rescues, water rescues, and hazardous materials responses. This shall be within the guidelines approved by the EMS Administrators. The number of additional units shall be coordinated by AMR and the local EMS Administrators.

AMR shall participate in community disaster drills as requested by an Entity or local school district within AMR's resources and guidelines for such activities.

AMR shall ensure disaster readiness including strict compliance with the National Incident Management System (NIMS).

AMR shall comply with all adopted and approved Emergency Operations Plans or Successor Plans of the Entities. AMR shall participate in the Ellis County Local Emergency Planning Committee.

Radio Communication and Interoperability:

AMR shall be responsible for supplying vehicles, equipment and supplies, and mobile and portable radios that meet or exceed standards for interoperable communications with the Entities' First Responder Organizations. AMR shall utilize industry standard radio communications, paging and alerting at all times. AMR shall be responsible for purchase, installation, repair and any replacement of AMR owned equipment.

AMR shall provide EMS (ambulance) dispatch services, including radio infrastructure, communications with First Responders and other emergency services. A communications plan must be coordinated with the EMS Administrators and the dispatch managers.

AMR shall provide capability to record all radio traffic and to record emergency and non-emergency telephone calls and other communications with AMR's dispatch center.

AMR shall supply and maintain fully operational vehicle and portable radios as required for it to perform hereunder. Radios shall have the ability to operate on frequencies used by all Entity First Responder Organizations. However, communications between AMR Dispatch and AMR ambulances shall be on an AMR frequency. Use of the frequencies of the Entities shall only be used by AMR when it is essential for interoperability during the response to an emergency.

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Dispatch, Reporting, and Monitoring

AMR shall furnish all manpower and supervision for the operation of a centralized dispatch center. AMR shall provide sufficient certified personnel in the dispatch center at all times to allow prompt answering of all requests for emergency service.

- a. A third party or sub-AMR dispatching provider shall not be allowed without prior approval by the Entities.
- b. AMR shall receive calls for emergency ambulance service that are initially answered by a PSAP then transferred to AMR.
- c. AMR may receive calls from PSAP via telephone, radio, or other means.
- d. AMR must be capable of receiving TTY/TDD communications in accordance with Americans with Disabilities Act/Department of Justice requirements.
- e. AMR shall provide professional Emergency Medical Dispatch (EMD) with Medical Priority Dispatch System (MPDS) protocols and pre-arrival instructions using International Academies of Emergency Dispatch (IAED) certified Emergency Medical Dispatchers or other City approved national accredited program.
- f. AMR shall utilize accepted dispatch quality assurance programs and follow the compliance requirements of the IAED Accreditation Center of Excellence performance standards.
- g. AMR shall equip each 9-1-1 ambulance and QRV with automatic vehicle locating (AVL) equipment that is capable of being monitored by the dispatcher center of each Entity at all times.
- h. AMR shall utilize GIS software compatible with NCTCOG mapping data in order to expedite responses.
- i. AMR may use the most current map published by the GIS and Addressing Departments of each Entity. AMR shall be provided Bi-annual map updates by the GIS and Addressing Departments of each Entity.
- j. AMR shall have separate dispatch and field operations supervisors on duty at all times and shall be jointly responsible for posting assignments and other adjustments to field assignments.

Community Relations:

AMR is responsible for ensuring high-performance service through employing good business practices, community partnerships and customer service to fulfill the terms of this Agreement.

- a. Maintain and pay for Internet presence, telephone listings and/or advertising.
- b. Maintain and support superior working relationships with air medical transport providers, first responders, and law enforcement.
- c. Notify the Entity(ies) in a timely manner of all activities, issues, and policy/procedure modifications (internal and external) that may reasonably be expected to affect (positively or negatively) the Entity(ies).
- d. Participate in quarterly meetings, planning, and improvement with public safety partners.

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APPENDIX C

OUTCOME-CENTERED PRE-HOSPITAL EMERGENCY CARE

AMR shall provide the following Ellis County Clinical Report to all four (4) Entities by the 10th day after the end of the respective month or quarter. The minimum acceptable standard is 90% for the following categories:

- ETCO2 use in advanced airway
- Non-Transport Protocol Compliance
- ASA administration for ACS patient
- 12 Lead EKG for ACS patient
- Stroke Protocol Compliance
- 12 Lead EKG for STEMI patient
- Spinal Motion Restriction Protocol Compliance in Trauma patient transported emergently
- In the event AMR does not meet this standard, the provisions of Appendix H shall apply.

Ellis County Clinical Report	Goal	Month
Airway Management		
Total number of Airway management incidents	TREND	0
Total number of advanced airway incidents	TREND	0
Total number airways managed using PAI		0
Percentage of advanced airways managed using PAI	TREND	%
Total number successful ETT		0
Total number ETT first attempt		0
Percentage of first attempt success with ETT	TREND	%
Number of incidents with ETT as first advanced airway successfully	TREND	0
Number of incidents with Supraglottic airway as first advanced airway successfully	TREND	0
Number of incidents that were managed with an alternate airway (BVM, OP, NP, Supraglottic airway on subsequent attempt, etc.)	TREND	0
Number of incidents where the patient was unable to be ventilated	TREND	0
Number of airways confirmed with ETCO2		0
Percentage of all advanced airways in which end tidal CO2 was used to confirm success initially	90%	%
Protocol Compliance		
Non-Transport Protocol Compliance	90%	%
Total number of Responses		0
Total number of Patient Refusals		0
Total number of Non-Transports protocol compliance		0
Percentage of Non-Transports	TREND	%

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ACS		
Number of patients with a c/o chest pain		0
Number of patients who received ASA per protocol		0
Number of patients who received 12 Lead		0
Percentage of patients who received ASA	90%	%
Percentage of patients who received 12 lead EKG	90%	%
Stroke		
Number of patients with suspected CVA		0
Number of patients treated according to protocol		0
Percentage of incidents demonstrating stroke protocol compliance	90%	%
Cardiac Arrest		
Total number of arrests		0
Number of ROSC		0
Percentage of patients with ROSC-medical	TREND	%
STEMI		
Number of patients with suspected STEMI	TREND	0
Number of patients with suspected STEMI received 12 Lead	90%	0
Number of patients transported to PCI capable facility		0
Percentage of patients with suspected STEMI received 12 Lead capable facility	TREND	%
Percentage of patients with suspected STEMI transported to PCT capable facility	TREND	%
Trauma		
Total number of helicopter activations/ number of helicopter activations correctly triaged	TREND	0
Total number of trauma patients transported LIGHTS/SIRENS		0
Total number scene time <10 minutes		0
Total number of patients with spinal motion restriction		0
Total number of patients treated according to SMR protocol		0
Percentage on scene time <10 min for LIGHTS/SIRENS trauma, non-entrapped patients	TREND	%
Percentage of incidents demonstrating C spine immobilization protocol adherence for LIGHTS/SIRENS	90%	%
Skills		
Number of patients received IV		0
Number of patients successful IV		0
Number of patients received IO		0
Number of patients successful IO		0
Paramedic success Rate IV (overall)	TREND	%
Paramedic success Rate IO (overall)	TREND	%

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APPENDIX D

AGREEMENT OVERSIGHT

Reporting and Review:

The EMS Administrators shall conduct a monthly evaluation of the performance of AMR utilizing criteria the EMS Administrators determines to be relevant.

- a. In addition, the EMS Administrators may conduct intermittent evaluations or at such times specified by the Entities. This shall include but not be limited to issues of mere compliance with the terms of the Agreement.
- b. AMR's performance should exceed the minimum requirements of the Agreement.
- c. Each month, a response time report (described in Appendix D), and a response time exception report shall be submitted to the EMS Administrators by the close of business on the 10th of each following month. These reports shall as a minimum also include the following:
 - (1) The EMS Administrators may request performance statistic reports, to include any clinical performance issues (i.e. IV attempts, IV success rate, etc.) and to include individualized action plans to improve performance when it is lacking.
 - (2) Monthly statistics on prioritization of calls, locations, call type, and hospital transport destination.
- d. AMR shall provide a copy of their Annual Unaudited Income Statement to include profits and losses to each of the Entities by the 15th day of the month after the close of their fiscal year.
- e. AMR shall provide a patient payer mix report as part of the AMR Annual Report.
- f. The EMS Administrators shall be able to obtain any reports as needed.

The EMS Administrators shall be notified within 72 hours whenever the following occurs:

- a. The employment of any person involved in the delivery of services related to the subject of the Agreement and the notification shall provide necessary certification of the person.
- b. The separation/termination or the employee status change of any of the AMR's employees involved in the delivery of services related to the Agreement.
- c. A change in the AMR's method of delivery of services, management or supervisory structure.

Agreement Monitoring:

The following represents the desired conditions for ongoing monitoring of EMS for quality, efficiency and Agreement compliance.

- a. Information shall be made available as described in this Agreement on a timely and accurate basis and as described above.

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- b. Information provided shall be consistent with dispatch logs, run reports and other data without prior edit or adulteration.
- c. Information shall be verifiable by the EMS Administrators without undue or extensive effort.
- d. Information shall be accessible by the EMS Administrators through the use of internet access, direct software connection(s) or other state of the art retrieval technologies. The Parties agree and understand that protected health information ("PHI"), as defined by 45 CFR § 160.103, or individually identifiable health information, as defined by 42 U.S.C. § 1320d, shall not be available over the internet or in any method that violates the above stated statutes.
- e. The EMS Administrators may audit, examine, copy and make excerpts or transcripts from all of AMR's records with respect to all matters covered by the Agreement and may make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by the Agreement for a period of three (3) years from the date of final settlement of the Agreement or of such other or longer period, if any, as may be required by applicable statute or other lawful requirements. Such audits and examinations may be requested as often as once per calendar year, or more frequently upon a showing of good cause by the EMS Administrators, during normal business hours, by providing AMR with reasonable written notice. AMR agrees to provide any pertinent information to the EMS Administrators to ensure transparency.

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APPENDIX E

SUBSCRIPTION PLAN

In addition to the Services described above, AMR shall offer to the residents of the Service Area AMR's Subscription Plan. The Subscription Plan is subject to change in AMR's sole discretion.

AMR's subscription program, called "Ambu-Care", saves residents hundreds of dollars and covers all household family members 26 years of age or younger.

To become a member, residents pay AMR a non-refundable and non-transferable fee of:

- \$60.00/year with Primary and Secondary insurance
- \$67.50/year with primary insurance only, or
- \$400.00/year with no insurance

The fees for the subscription program may change from year to year based on application of required financial tests for subscription programs. Any fee changes and the justification for such changes will be provided to the Entities at least 30-days in advance of the new rates effective date.

Members who receive medically necessary advanced or basic life support emergency ambulance services from AMR as a result of an "emergency medical condition" shall pay nothing out of pocket.

"Medical necessity" for purposes of determining whether any emergency or non-emergency transport qualifies for the membership benefit shall be determined by AMR using the standards of the Medicare program, which are also used by many other insurance programs. AMR reserves the right to require a certificate of medical necessity from a qualified physician in determining medical necessity.

AMR reserves the right to cancel completely or to offer alternate subscription programs in the future. In the case that AMR elects to cancel completely or offer alternative plans, AMR shall offer all paying customers a pro-rated refund of payments made for the subscription.

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APPENDIX F

VEHICLE SPECIFICATIONS

All AMR ambulances used for emergency patient transportation shall be in good physical appearance as well as working operational and mechanical condition for the patient and crew members. This shall remain in effect unless otherwise approved in writing by the Entities.

Each AMR ambulance used in the transportation of patients shall be equipped with all items required by Texas Administrative Code 157, Emergency Medical Care and NFPA vehicle standards 1901 and 1917.

AMR Equipment shall be available to allow ambulances to travel in inclement weather conditions including snow or ice.

Each AMR ambulance shall have a standalone box with an independent AC unit capable of shoreline power as well as generator or alternator power.

Each AMR ambulance shall meet current FDA requirements for drug storage.

Each AMR Ambulance shall be Type I.

Each AMR ambulance shall not exceed mileage of 250,000 miles. Likewise, all EMS equipment assigned to AMR ambulances shall be properly maintained and serviceable at all times. AMR shall provide monthly maintenance records for all ambulances and EMS equipment utilized in the Agreement Service Area. Each AMR ambulance shall permanently display its name or other suitable corporate identification or logo on the outside of the vehicle along with the vehicle DSHS license numbers.

All AMR ambulances for transporting patients shall conform to all standards as promulgated and defined by the EMS Medical Director and all rules and regulations promulgated and set forth in any state and local ordinance.

All AMR ambulances shall be equipped with Power Patient Cots to reduce possible injury of responders.

AMR shall supply and maintain fully operational vehicle and portable radios as required for it to perform hereunder. All radios shall operate on frequencies used by all Entities covered by AMR's Agreements in the Service Area.

AMR's radios shall be of a type acceptable for use with the radio systems of the Entities. Programming for the radios shall only be approved through the Entities' authorized programmers and programming shall be at the expense of AMR.

AMR shall supply vehicles, equipment and supplies, and mobile and portable radios that meet or exceed standards for interoperable communications with the Dispatch System of each Entity in Ellis County covered by AMR's Agreement.

AMR shall install Automatic Vehicle Locators (AVL) hardware compatible with the Entities' CAD providers to be used by 911 Dispatch centers to track and locate the closest appropriate ambulance for emergency calls.

All AMR vehicles shall be equipped with a compatible transponder to be tracked by AMR dispatch.

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APPENDIX G

RESPONSE TIME COMPLIANCE

Dispatch:

For purposes of the foregoing, a "Dispatch" shall be deemed to have occurred when AMR acknowledges receipt of all information required to respond, as specified in the Dispatch Protocols, to the address or other location specified by the Communications Center ("Destination").

Alarm Answering Time- The time interval that begins when the alarm is received at the communication center and ends when the alarm is acknowledged at the communication center. Measured from connection of the call to the communication center system and answering of the call by the call taker.

Alarm Handling Time- The time interval from the receipt of the alarm at the primary PSAP until the beginning of the transmittal of the response information via voice or electronic means to emergency response facilities (ERFs) or the emergency response units (ERUs) in the field.

Alarm Processing Time- The time interval from the first keystroke of the call-taker until the information is transmitted via voice or electronic means to emergency response units.

In accordance with NFPA 1221 and 1710

Alarm Answering Time	Alarm Processing Time
< 15 Seconds 95% of alarms	< 64 Seconds 90% of alarms
< 40 Seconds 99% of alarms	< 106 Seconds 95% of alarms

Emergency Alarm Processing For the Following Call Types:	
<ul style="list-style-type: none">• Calls requiring EMD questioning and pre-arrival medical instructions• Calls requiring language translation• Calls TTY/TTD device or audio/video relay• Hazmat incidents• Technical rescue	< 90 Seconds 90% of alarms
<ul style="list-style-type: none">• Calls requiring determination of location due to insufficient information• Calls received by text messages	< 120 Seconds 99% of alarms

9-1-1 Response Time:

For purposes of determining 9-1-1 compliance, response time shall begin the moment the request for service is received by the AMR dispatch center with a minimum of the following information: caller name and callback phone number, incident location, and nature of the emergency. Response time shall end the moment that the Ambulance comes to a stop at the reported address or, in the event of an unopened gate or other obstacle which impedes the Ambulance from proceeding to such destination, when the Ambulance stops at such obstacle.

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Emergency Response Time Compliance	9-1-1 Emergency Response Time	Rural Response Time	Rural Remote Response Time
	< 9:00 Minutes	< 15:00 Minutes	< 20:00 Minutes
Inter-facility Transports	Emergent IFT Request	Non-Emergent IFT Request	
	< 30:00 Minutes	<60:00 Minutes	

9-1-1 Exemptions:

In determining whether AMR has met the Response Time Standards for 9-1-1 calls during any calendar month, calls which fail to meet the applicable Standard for reasons beyond AMR's reasonable control, including but not necessarily limited to the following reasons, shall be excluded from both the numerator and the denominator of the calculation:

- a. Requests during the first twelve (12) hours of a local disaster or a disaster in a neighboring jurisdiction to which an AMR ambulance is dispatched.
- b. Inclement weather condition of without limitation to snow, ice, flooding, tornados, hail and heavy fog.
- c. The response for an emergency request may also be excluded for train delays, road construction for which notification was not given, etc.
- d. Any response that the EMS Administrators and AMR determines that a good cause for an exception exists. AMR shall submit all requests for an exception no later than five (5) days after the end of the month in which the call in question was performed. The EMS Administrator of the Appropriate Entity shall decide whether or not to grant the exception and communicate its decision to AMR no later than five (5) days after receipt of AMR's request.
- e. Once agreed upon, exempt calls shall be completely excluded from all applicable calculations for response time compliance.

All Transports: Response Time Reports:

In order to assist the Entities in determining whether AMR has met with the Response Time Standards for any calendar month, AMR shall provide, on or before the 10th day of each month for calls the preceding month, a summary of all responses, which shall include but not limited to:

- ☐ Incident location
- ☐ Incident Type
- ☐ Call processing Time
- ☐ Dispatch time
- ☐ Reaction time
- ☐ Drive time
- ☐ Time of arrival
- ☐ Over all response time
- ☐ Time Exemption details if applicable
- ☐ Compliance Results

All Transports: Response Damages:

AMR shall pay the appropriate Entity a penalty for each calendar month in which it has failed to meet the applicable Standard of at least 90% of time for all categories of calls. Exempt calls shall be completely excluded from the calculation, including from the total number of calls, including from the total number of calls for 911 and/or IFT calls.

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- a. In each monthly period (beginning on the first day of each month), not less than one hundred percent (100%) of AMR's responses to emergency requests shall be performed as set forth in the herein. AMR shall provide access to all information the Entities may request to resolve any dispute relating to damages.
- b. Failure of AMR to meet response time requirements shall result in an assessment of penalties.
- c. Penalties for 911 and IFT responses as well as Dispatch answering and processing shall be deposited in the designated bank account of choice of the appropriate entity by the 10th day of the month following the end of the month in which AMR failed to achieve the requirements delineated in the contract.
- d. Penalties shall be assessed based on the following:
 - (1) Response time according to the above Response Time Compliance table for at least 90% of all calls.
 - (2) The table below shows assessment of fees per monthly period (such assessments are cumulative):

Dispatch

95-100% Alarm answering time	<95% Alarm answering time	90-100% Alarm processing time	<90% Alarm processing time	90-100% Emergency alarm processing	<90% Emergency alarm processing
No Assessment	\$100 per non- compliant alarm	No Assessment	\$100 per non- compliant alarm	No Assessment	\$100 per non- compliant alarm

Response

90-100% 9-1-1 Responses or IFT Requests	<90% 9-1-1 Responses	<90% Emergent IFT Responses	<90% Non-Emergency IFT Responses
No Assessment	\$1,000 per non-compliant response	\$100 per non-compliant request	\$50 per non-compliant request

- e. All Transports: Probation for Response Time Noncompliance:
 - (1) If AMR does not meet the 90% response time or greater in the 9-1-1 category in any two (2) consecutive month period, AMR shall be placed on probation for three (3) months. The EMS Administrators shall notify AMR when/if they are placed on probation.
 - (2) If AMR does not meet response time for at least 90% of all IFT calls for two (2) consecutive months, AMR shall be placed on probation for three (3) months. The EMS Administrators shall notify AMR when/if they are placed on probation.
 - (3) If AMR is put on probation, AMR shall be required to submit a written plan within ten (10) days of being notified of Probation detailing how AMR intends to remove itself from probation.

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- (4) If AMR does not meet the alarm answering times, alarm processing times, and emergency alarm processing times as stated in Appendix G under Dispatch in any two (2) consecutive month period, AMR shall be placed on probation for three (3) months. The EMS Administrators shall notify AMR when/if they are placed on probation.
- (5) In order to be removed from Probation, AMR shall achieve 90% or better response time compliance for 9-1-1 calls and IFT calls for the next three (3) months.
- (6) If there are less than 100 alarms in a respective category, for the purpose of determining compliance to the standard and assessment of penalties, the report will provide the performance on the last 100 alarms and performance will be measured against those 100 alarms.

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APPENDIX G-2

Inter-Facility Transfers

Terms

- "Healthcare facility transfer" and "inter-facility transfer" have the same meaning, and refer to Hospital transfer.
- Exemption shall refer to the calculation of responses and the exempt response time. Exempt calls shall be completely excluded from the calculation, including from the total number of calls. **For Inter-facility Transfers**, the response time calculation shall begin with the scheduled time of pick up. If one hundred (100) or more inter-facility responses occur during any month, ninety percent (90%) compliance is required. However, for months in which fewer than one hundred (100) inter-facility responses occurs, compliance shall be calculated using the last one hundred (100) sequential inter-facility responses.

Wait-and-return transports occur when the ambulance remains on scene and dedicated to the patient transported, before transporting the patient back to the point of origin. Each leg of the wait and return shall be counted as separate transports.

Long Distance Transfers, any request for transport with destinations greater than 29 miles. All requests for service with a destination greater than 29 miles must schedule two (2) hours in advance of the desired pick up time.

Exemptions from Ambulance Response Time. AMR believes that any response or group of responses should be exempted from response time required due to "unusual factors beyond AMR's" reasonable control". AMR shall submit the Call Number and Dispatch time as exemptions with the required monthly reports to the EMS Administrators.

Exemptions

- Inclement weather condition of ice, snow, Fog, or heavy rain.
- Ambulance availability falls below 5
- More than 3 inter-facility services request are received within the same 60 minute time-period County wide
- More Than 2 requests for transport outside the service area received within the same 120 minute time-period
- Request for pick up with destinations greater than 29 miles within the service area, with desired pick up time of less than 2 hour notification
- Facility delays; AMR arrives on scene, but patient is not ready (The second request shall be exempt from response time penalties)

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Ellis County Contract- City of Waxahachie

APPENDIX H

NON-RESPONSE DAMAGES

The following provisions are in relation to failure(s) to comply with Agreement requirements other than Response Time Compliance requirements:

- a. In the event AMR fails to comply with any of the terms of the Agreement, other than Response Time or Dispatch Processing Time Compliance, AMR shall be issued a written warning describing such failure.
- b. Should it be determined that AMR is in noncompliance with any portion of the Agreement other than Response Time or Dispatch Processing Time Compliance, AMR shall be assessed a penalty in the amount of one hundred dollars (\$100) for each incidence of noncompliance payable to each of the four (4) entities within ten (10) days of notification in writing beginning with the first incident of noncompliance.
- c. Should the noncompliance continue for more than five (5) consecutive days, the penalty, which is payable to each of the four (4) entities as above, shall increase to two hundred fifty dollars (\$250) for each additional incident that AMR remains non-compliant.
- d. AMR may appeal the decision to assess penalties to all four (4) EMS Administrators in writing within ten (10) days of notification of assessment. Penalties must be paid within ten (10) days of the final determination.

APPENDIX I

FIRST RESPONDER RESPONSIBILITIES

- A. The Governing Bodies of Ennis, Red Oak and Waxahachie as well as the Emergency Services Districts (ESDs) shall require its fire service First Responder Medical Personnel ("First Responder Personnel") to work collaboratively with AMR Personnel with the primary goal being to enhance patient care through mutual cooperation. In the event First Responder Personnel arrive at an incident scene prior to AMR, First Responder Personnel shall assume temporary medical control of the scene until AMR's arrival, at which point AMR shall assume medical control unless on scene event First Responder Personnel hold a higher licensure or certification than on scene AMR Personnel. Both parties shall ensure that a professional transfer of patient care occurs for the best interest of the patient outcome. The highest ranking First Responder Officer on the scene shall have the responsibility of command and control and perform the duties as the scene incident commander. Patient care and medical control shall not be confused with overall scene management responsibilities.

Additionally, the first agency on the scene shall have the following privileges:

1. The ability to disregard the other responding agency via radio prior to their arrival to the scene of the emergency.
 2. The ability to request air ambulance(s) prior to the arrival of the other agency.
 3. The ability to request additional ground ambulances from AMR or another ambulance that has been pre-approved through mutual aid agreements.
- B. AMR shall provide an exchange of disposable medical supplies used on a 1:1 basis within 24 hours of an incident. As a result of the exchange program, AMR shall be entitled to include, in its charges to patients and third party payers, charges for services performed or for supplies utilized by First Responder Personnel. In consideration of the foregoing, AMR shall, without charge, restock the disposable medical supplies agreed upon by the parties when utilized by the First Responder Personnel in treating patients transported by AMR.
- C. The EMS Administrators shall ensure and certify in writing to AMR prior to the effective date hereof, and on an annual basis thereafter, in a format acceptable to AMR, that none of its First Responder Personnel are "Ineligible Persons". Ineligible Persons shall include any individual who: (1) is currently excluded, debarred, suspended, or otherwise ineligible to participate in the Federal health care programs or in Federal procurement or non-procurement programs; or (2) has been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible. The EMS Administrators shall ensure that all First Responder Personnel are not Ineligible Persons, by implementing the following screening requirements:
1. The EMS Administrators shall screen such persons against the Exclusion Lists within thirty (30) days of the effective date hereof and annually thereafter.
 2. As part of the hiring/volunteering process for any new First Responder Personnel hired/volunteering after the effective date hereof, the EMS Administrators shall require such persons to disclose whether they are an Ineligible Person and shall screen them against the Exclusion Lists.

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3. The EMS Administrators shall implement a policy requiring all First Responder Personnel to disclose immediately any debarment, exclusion, suspension, or other event that makes that person an Ineligible Person.

D. Exclusion Lists include:

1. The HHS/OIG List of Excluded Individuals/Entities (available through the Internet at <http://oig.hhs.gov>); and
2. The General Services Administration's List of Parties Excluded from Federal Programs (available through the Internet at <http://epls.arnet.gov>).

- E. The EMS Administrators shall cooperate with AMR in performing quality improvement activities in accordance with policies and procedures agreed upon by the parties.

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APPENDIX J

BASE CHARGES

Charges for services to citizens for ALS Based Transport

SERVICE LEVEL Advanced Life Support /Mobile Intensive Care / Basic Life Support

CHARGE/FEE \$1,252.00

DESCRIPTION Mileage (*per Loaded Mile*)

CHARGE/FEE \$16.10

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APPENDIX K

INSURANCE

At all times during the term of this Agreement, each party shall maintain general, professional and automobile liability insurance coverage in a minimum amount of one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) in the annual aggregate, providing coverage for the negligent acts or omissions of such party and its employees and agents. In the event such coverage is provided under a "claims made" policy, such coverage shall remain in effect (or the covered party shall procure equivalent "tail coverage") for a period of not less than three (3) years following termination of this Agreement. In addition, each party shall maintain automobile liability insurance coverage in a minimum amount of one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) in the aggregate.

(9)

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APPENDIX L

SHIFT SUPERVISOR RESPONSIBILITIES

This list is designed to drive high quality interaction with the Ellis County stake-holders and American Medical Response. It is not entirely comprehensive.

- (1) Make contact with field personnel at least weekly to ensure continuity of communication.
- (2) Develop work schedules to ensure compliance with maximum continuous 36 hour rule.
- (3) Respond to calls in which an air ambulance is requested, or a multi-patient scene requiring a multi-unit response.
- (4) Visiting all county facilities at least once a month to ensure service expectations are being met.
- (5) Meeting with all fire department officers or designees monthly to ensure favorable customer service and teamwork.
- (6) Monitor Chute times, turn-around times, in-service times, and other response metrics, tracking service compliance with internal expectations.
- (7) Field and answer service complaints within 48 hours. Documenting such on a tracking log in compliance with the Texas Administrative Code.
- (8) Facilitate multi-agency training with field personnel at least once per quarter.

(10)

Planning & Zoning Department Plat Staff Report

Case: SUB-000051-2020



MEETING DATE(S)

Planning & Zoning Commission: May 12, 2020

City Council: May 18, 2020

ACTION SINCE INITIAL STAFF REPORT

At the Planning & Zoning Commission meeting, held May 12, 2020, the Commission voted 7-0 to recommend approval of case number SUB-51-2020, as presented. The Planning and Zoning Commission also recommended approval of the variance request.

CAPTION

Consider request by Brian Carrington, Stantec Consulting Services Inc. for a **Final Plat** of Buffalo Ridge Phase 5 for 230 residential lots and 9 'X' lots, being 60.798 acres situated in the W.C. Calder Survey, Abstract 235 and the W.T. Dunn Survey, Abstract 303 (Property ID 264869) – Owner: Bobby Samuel, GRBK Edgewood, LLC (SUB-000051-2020)

APPLICANT REQUEST

The applicant is requesting to plat the subject property to establish a fifth phase of the Buffalo Ridge subdivision. The applicant is also seeking a variance for the utility easements to be 10' instead of 15'. This variance request will require an action to be made by City Council.

CASE HISTORY

The preliminary plat, PP-17-0029, was approved by City Council on May 1, 2017. Due to continued development within the Buffalo Ridge subdivision since the initial preliminary plat approval, staff is honoring the preliminary plat that was approved by City Council and allowing this case to proceed as a Final Plat.

CASE INFORMATION

<i>Applicant:</i>	Brian Carrington, Stantec Consulting Services Inc.
<i>Property Owner(s):</i>	Bobby Samuel, GRBK Edgewood, LLC
<i>Site Acreage:</i>	60.798 acres
<i>Number of Lots:</i>	239 lots
<i>Number of Dwelling Units:</i>	230 units
<i>Park Land Dedication:</i>	The cash in lieu of park land dedication is \$92,000 (230 lots at \$400.00 per lot)

Adequate Public Facilities:

Adequate public facilities are available for this site

SUBJECT PROPERTY**General Location:**

Along south side of Broadhead Rd; adjacent to Buffalo Ridge Phase IV to the NE

Parcel ID Number(s):

264869

Current Zoning:

PD-SF-1, PD-SF-2, PD-SF-3

Existing Use:

Undeveloped

Platting History:

The preliminary plat, PP-17-0029, was approved by City Council on May 1, 2017.

Site Aerial:**RECOMMENDATION**

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

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

VARIANCE REQUEST

The applicant is requesting a variance to allow the utility easements within the Buffalo Ridge Phase 5 subdivision to be 10' instead of 15'. This variance request will require an action to be made by City Council.

ATTACHED EXHIBITS

1. Plat Drawing

APPLICANT REQUIREMENTS

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

CITY REQUIREMENTS FOR PLAT RECORDING AND FILING

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

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

STAFF CONTACT INFORMATION

Prepared by:

Chris Webb

Planner

cwebb@waxahachie.com

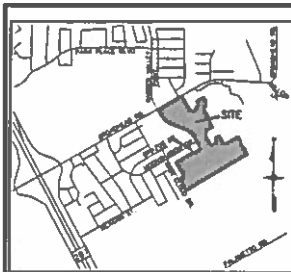
Reviewed by:

Shon Brooks, AICP

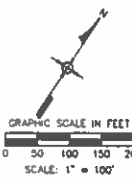
Director of Planning

sbrooks@waxahachie.com

(10)



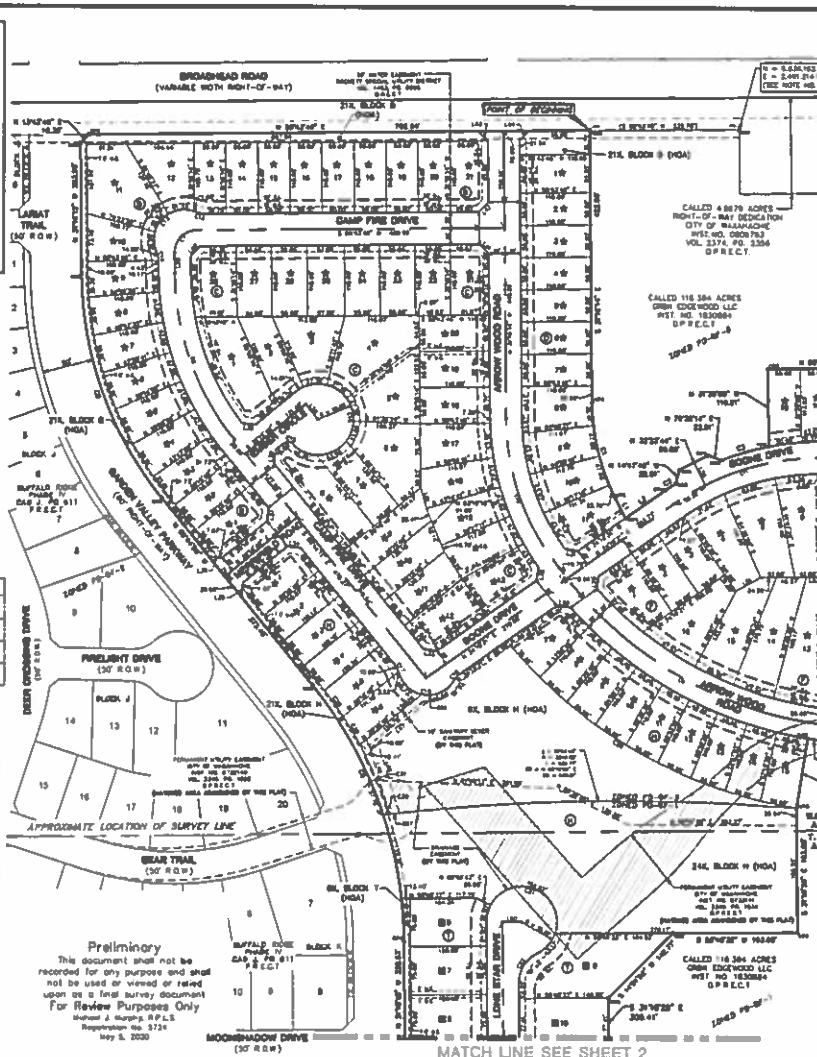
VICINITY MAP
NOT TO SCALE



LOT TYPE	LOT SIZE	LOT CORNER	LOT SYMBOL
PD-SF-1	7,500 SF (0.17 AC)	73	■
PD-SF-2	7,500 SF (0.17 AC)	86	■
PD-SF-3	7,500 SF (0.17 AC)	82	■

GENERAL NOTES

- BOUNDARIES SHOWN HEREON ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM (NORTH CENTRAL ZONE, 10N 43) BASED ON UTM 18Q UTM ZONE 18Q. DISTANCES BETWEEN BOUNDARIES ADJUSTED TO SURFACE USING AN AVERAGE CORRECTION SCALE FACTOR OF 0.99999999.
- BY GRAPHICAL PLOTTING ONLY, A PORTION OF THE SUBJECT TRACT LIES WITHIN A CHANGED ZONE "C" DEFINED AS "AREAS OF 0.38 ACRES, CHANGED FLOOD, AREA OF 10 ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH OF LESS THAN 1 FOOT OR WITH CHANGED AREAS LESS THAN 1 SQUARE FOOT, AND AREAS PROTECTED BY LOTS FROM 10 ANNUAL CHANCE FLOOD" AND A PORTION IS WITHIN A SUBSTANDARD ZONE "C" DEFINED AS "AREAS INTENDED TO BE OUTSIDE THE 0.38 ANNUAL CHANCE FLOODPLAIN" AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. FLOOD ELEVATIONS HAVE BEEN RECORDED, BASED ON 2, 50 YRS. FOR EL PASO COUNTY, TEXAS AND RECORDED. AREAS OF THE SITE IS NOT WITHIN AN ADJACENT SPECIAL FLOOD HAZARD AREA. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY INSIDE THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THE FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.
- THE OPEN SPACES AND GARDEN VALLEY PARKWAY TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION (H.O.A.).
- BECAUSE A PORTION OF THE PROPERTY BY METES AND BOUNDS IS A VIOLATION OF THE CITY SUBDIVISION ORDINANCE AND STATE PLATTING STATUTES AND IS SUBJECT TO FINES AND PENALTIES OF VIOLATES AND SUBDIVISION CERTIFICATES.
- ALL PROPOSED CORNERS ARE 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAPS STAMPED "STANTEC" SET, UNLESS OTHERWISE NOTED.
- NO RESIDENTIAL DRIVEWAY IS TO BE LOCATED CLOSER THAN 20 FEET FROM A RESIDENTIAL OR RESIDENTIAL-COLLECTOR INTERSECTION.
- SEE LOT AND CURVE TABLES (SHEET 3 OF 4) AND LOT DATA TABLES (SHEET 3 OF 4).
- SEE LOT DETAILS FOR BUILDING LINES (SHEET 3 OF 4).



KEY MAP

LEGEND

- 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "STANTEC" FOUND, UNLESS NOTED OTHERWISE
- 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "TOLPS 4444" FOUND
- 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "STANTEC" SET, UNLESS NOTED OTHERWISE
- IRON ROD FOUND
- POINT FOR CORNER
- RIGHT-OF-WAY
- OFFICIAL PUBLIC RECORD, EL PASO COUNTY, TEXAS
- DEED RECORDS, EL PASO COUNTY, TEXAS
- CENTRAL LINE MONUMENT
- BOUNDARY SEVER EASEMENT
- UTILITY EASEMENT
- BOUNDARY LINE
- H.O.A. HOME OWNERS ASSOCIATION

CASE #SUB-61-2020
FINAL PLAT
BUFFALO RIDGE,
PHASE 5

SITUATED IN THE W.C. CALDER SURVEY, ABSTRACT NO. 235,
AND THE W.T. DUNN SURVEY, ABSTRACT NO. 303
CITY OF WAXAHACHIE, EL PASO COUNTY, TEXAS
ZONING: PD (PD-SF-1, PD-SF-2 AND PD-SF-3)
240 TOTAL LOTS - 60,798 ACRES

PREPARATION DATE:
MAY 3, 2020

OWNER:
LARK LUGG WOOD, LLC
2800 DALLAS PARKWAY, SUITE 400
PLANO, TEXAS 75068
PH: (972) 688-2112
CONTACT: BOBBY SAMUEL

SURVEYOR:
STANTEC ENGINEERING SERVICES, INC.
6000 TOWNSHIP PARKWAY, SUITE 300
PLANO, TEXAS 75068
PH: (214) 413-2483
CONTACT: MICHAEL J. LAMBERT, R.P.L.S.
TEXAS REGISTRATION NO. 10184488

LEGEND

DRY	8 1/2" HIGH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "DRY"
DRY "BULL CANT"	1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "BULL CANT"
DRY	8 1/2" HIGH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "DRY"
WTC	IRON ROD POINT
DRY	POINT FOR CORNER
DRY	8 1/2" HIGH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "DRY"
OPRECT	OFFICIAL PUBLIC RECORDS, ELLIS COUNTY, TEXAS
ORECT	DEED RECORDS, ELLIS COUNTY, TEXAS
(DN)	CONTROLLING DOCUMENT
UE	UTILITY EASEMENT
BL	BUILDING LINE
HOA	HOME OWNERS ASSOCIATION

LOT TABLE

LOT TYPE	LOT SIZE	LOT COUNT	LOT SYMBOL
PD-SF-1	75,000' TYP LOT (5,000' BY 150')	75	1
PD-SF-2	75,000' TYP LOT (7,500' BY 100')	60	2
PD-SF-3	75,000' TYP LOT (5,000' BY 150')	60	3

VICINITY MAP
NOT TO SCALE

CASE #SUB-51-2020
FINAL PLAT
BUFFALO RIDGE, PHASE 5

SITUATED IN THE W.C. CALDER SURVEY, ABSTRACT NO. 235, AND THE W.T. DUNN SURVEY, ABSTRACT NO. 303 CITY OF WAXAHACHE, ELLIS COUNTY, TEXAS

ZONING: PD (PD-SF-1, PD-SF-2 AND PD-SF-3) 240 TOTAL LOTS - 60,798 ACRES

PREPARATION DATE: MAY 3, 2020

OWNER:
CITY OF WAXAHACHE, TEXAS
1000 DALLAS PARKWAY, SUITE 300
WAXAHACHE, TEXAS 76798
PH: (817) 888-3112
CONTACT: BOBBY SANKU

SURVEYOR:
STANTIS CONSULTING SERVICES INC.
8000 TWENTY-NINTH AVENUE, SUITE 200
PLANO, TEXAS 75074
PH: (972) 473-3443
CONTACT: MICHAEL A. MURPHY, R.P.L.S.
TITLE REGISTRATION NO. 10146488

STANTIS PROJECT NO. 33201440

(11-13)



Memorandum

To: Honorable Mayor and City Council

From: Shon Brooks, Director of Planning

Thru: Michael Scott, City Manager

Date: May 13, 2020

Re: ZDC-000007-2020 – Oak Cliff Metals (Revoke, Amend, or Renew SUP)

At the April 12, 2020 Planning and Zoning meeting, the Commission voted 7-0 to continue case number ZDC-000007-2020 to the May 26, 2020 Planning and Zoning Commission meeting agenda, and the June 1, 2020 City Council meeting agenda.