

AGENDA
JOINT MEETING OF THE
FERRIS CITY COUNCIL & PLANNING AND ZONING COMMISSION
CITY OF FERRIS
A GENERAL LAW MUNICIPAL CORPORATION OF THE
STATE OF TEXAS, ELLIS COUNTY
AT THE
COUNCIL CHAMBERS
215 W. SIXTH STREET, FERRIS, TEXAS 75125
6:00 P.M. MONDAY, MARCH 16, 2015

NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL AND THE PLANNING AND ZONING COMMISSION OF THE CITY OF FERRIS WILL MEET IN JOINT SESSION AT 6:00 P.M. ON THE 16TH DAY OF MARCH, 2015 AT ITS REGULAR MEETING PLACE AT 215 W. SIXTH STREET, FERRIS, TEXAS FOR THE PURPOSE OF CONSIDERING:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
-------------	--------------------	-------------

COUNCIL BUSINESS

- | | | |
|----|------------------------------------------------------------------------------------------------|---|
| 1. | Call to order. | Ø |
| | <ul style="list-style-type: none"> • Invocation • Pledge of Allegiance | |
| 2. | Roll call of the City Council to determine the presence of a quorum. | 1 |
| 3. | Roll call of the Planning and Zoning Commission to determine the presence of a quorum. | 2 |

CONSENT AGENDA – CITY COUNCIL

4. All matters listed under 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.

- Minutes of March 2, 2015 City Council meeting 3
 - Expenditures for the periods ending February 17, 2015, March 2, 2015, and March 6, 2015
- Sep. Cov.

APPROVAL OF MINUTES – PLANNING AND ZONING COMMISSION

- 5. Consider approval of meeting minutes for the Joint City Council and Planning and Zoning meeting of February 17, 2015. 7

PUBLIC COMMENT

- 6. The City Council welcomes comments from the public. Those wishing to speak must sign in with the City Secretary before the meeting begins. Speakers may speak on any topic, whether on the agenda or not. The City Council cannot act upon, discuss issues raised, or make any decisions at this time. Speakers must observe a three minute time limit. Total time allocation for Public Comments is fifteen minutes. Groups of individuals wanting to discuss the same item must select one spokesperson. Inquiries regarding matters not listed on the Agenda may be referred to Staff for research and possible future action. 0

DISCUSSION

- 7. Discussion regarding the approval of an amendment to the Zoning Ordinance by (1) amending Article 1, Division 15, Section 2 by adding a definition for “Clothing Store” and by (2) amending Article 2, Division 20, Section 1 by adding the aforementioned to the Permitted Use Table. 16

PUBLIC HEARING

- 8. Open Public Hearing. 0

- 9. Conduct Public Hearing to consider the approval of an amendment to the Zoning Ordinance by (1) amending Article 1, Division 15, Section 2 by adding a definition for "Clothing Store" and by (2) amending Article 2, Division 20, Section 1 by adding the aforementioned to the Permitted Use Table. Ø
- 10. Close Public Hearing. Ø

PLANNING AND ZONING COMMISSION BUSINESS

- 11. Final report by the Planning and Zoning Commission regarding the approval of an amendment to the Zoning Ordinance by (1) amending Article 1, Division 15, Section 2 by adding a definition for "Clothing Store" and by (2) amending Article 2, Division 20, Section 1 by adding the aforementioned to the Permitted Use Table. 18

COUNCIL BUSINESS

- 12. Discussion, consideration, and action as may be appropriate regarding Ordinance No. O-15-788 amending the Zoning Ordinance by (1) amending Article 1, Division 15, Section 2 by adding a definition for "Clothing Store" and by (2) amending Article 2, Division 20, Section 1 by adding the aforementioned to the Permitted Use Table. 18

DISCUSSION

- 13. Discussion regarding a proposal to amend the Zoning Ordinance to allow for the removal of a billboard and the erection of a billboard in another location. 22

CLOSING – PLANNING AND ZONING COMMISSION

- 14. Adjourn. Ø

RESOLUTION

15. Discussion, consideration, and action as may be appropriate regarding Resolution No. R-15-183 establishing a "Residential Economic Incentive Program" within the City of Ferris. 29

PRESENTATION

16. Presentation given by "Texas Concerned Citizens" regarding the High Speed Rail and a proposal to form a Governmental Sub-Regional Planning Commission. 35

AGREEMENT

17. Discussion, consideration, and action as may be appropriate regarding authorizing the Fire Chief to enter into an In-House Repair Center Agreement with Scott Health & Safety for the purpose of allowing the City of Ferris Fire Department to perform certified overhaul level inspection, repair, and service to Scott Products owned by the City. 53

CONTRACT

18. Discussion, consideration, and action as may be appropriate regarding authorizing the City Secretary to enter into an Interlocal Cooperation Contract with Ellis County for the lease one (1) AutoMark Model A-100-00 voting machine for the 2015 General Election. 63

CLOSING

19. Adjourn. 0

Executive Session Reservation

The City Council reserves the right to convene into an Executive Session (closed to the public) as authorized by Section 551.071(2) of the TEXAS GOVERNMENT CODE, for the purpose of seeking confidential legal advice from the City Attorney on any agenda item listed herein.

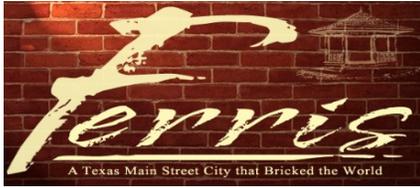
Disability Assistance and Accommodation

Persons with disabilities who plan to attend this meeting and who may need assistance should contact the City Secretary at (972) 544-2110 two working days prior to the meeting so that appropriate arrangements can be made.

I, DESTINY LUSK WRIGHT, HEREBY CERTIFY THE FOREGOING NOTICE WAS POSTED ON OR BEFORE THE 13TH DAY OF MARCH, 2015 BY 5:00 P.M.



DESTINY LUSK WRIGHT
CITY SECRETARY



City Council

Meeting Attendance Record 2014-2015

City Council		Oct.		Nov.		Dec.		Jan.		Feb.		March		Apr.		May		June		July		Aug.		Sept.	
Title	Name	6	20	3	17	1	15	5	20	2	17	2	16	6	20	4	18	1	15	6	20	3	17	8	21
Mayor	Micheal Driggers	P	A	P	P	-	P	-	P	P	P	P													
Mayor Pro Tem	James Starr	P	P	P	P	-	P	-	P	P	P	P													
Alderman, Place 2	Jay Walsh	P	P	P	P	-	A	-	P	P	P	P													
Alderman, Place 3	Angela Bruner	P	P	P	P	-	P	-	P	A	P	P													
Alderman, Place 4	Gary Ross	P	A	P	A	-	P	-	P	P	A	P													
Alderman, Place 5	Carol Wright	P	P	P	P	-	P	-	P	P	P	P													
Total:		6	4	6	5	-	5	-	6	5	5	6													

City Staff		Oct.		Nov.		Dec.		Jan.		Feb.		March		Apr.		May		June		July		Aug.		Sept.	
Title	Name	6	20	3	17	1	15	5	20	2	17	2	16	6	20	4	18	1	15	6	20	3	17	8	21
City Manager	Dennis Burn	P	P	P	P	-	P	-	P	P	P	P													
City Secretary	Destiny Wright	P	P	P	P	-	P	-	P	P	P	P													
City Attorney	Kent Hofmeister	P	A	A	A	-	A	-	A	A	A	A													
Fire Chief	Tim Birdwell	P	P	P	P	-	P	-	P	P	P	P													
I.T. Director	Doug Childers	P	P	P	P	-	P	-	P	P	P	P													
Eco. Dev. Coordinator	Chuck Dart	P	P	P	A	-	P	-	P	P	P	P													
Finance Director	Melissa Gonzalez	P	P	P	P	-	A	-	P	P	P	P													
Library Director	Kathy Harrington	P	P	P	P	-	P	-	P	P	P	A													
Chief Building Official	Bill Jordan	P	P	P	P	-	P	-	P	P	P	P													
Police Chief	Sam Love	P	P	P	P	-	P	-	A	P	P	A													
Total:		10	9	9	8	-	8	-	8	9	9	7													

Mayor, "Will the City Secretary call the roll?"

The City Secretary calls each Member's position and name.

They respond if they are present.

City Secretary, "Mayor, a quorum is present."

P	Present
A	Absent



PLANNING AND ZONING COMMISSION MEETING ATTENDANCE RECORD 2014-2015

PLANNING AND ZONING COMMISSION			Sep	Nov	Feb	Mar	Mar	Apr	May	Jun	Jul	Aug	Sep		
Place	Name	Title	25	20	17	16	26	23	28	25	23	27	24		
Place 1	Jim Kay	Chair	P	P	P										
Place 2	Rudy Amor	Commissioner	A	P	P										
Place 3	Bill Malloy	Commissioner	P	P	P										
Place 4	Vacant	Commissioner	-	-	-										
Place 5	Charles Hatfield	Vice Chair	P	P	P										
Place 6	Christi Farish	Commissioner	A	P	A										
Place 7	Richard Barrett	Commissioner	P	P	P										
Total Present:			4	6	5										

A quorum of the commission is 4 members.

City Staff		Sep	Nov	Feb	Mar	Mar	Apr	May	Jun	Jul	Aug	Sep		
Title	Name	25	20	17	16	26	23	28	25	23	27	24		
City Manager	Dennis Burn	P	P	P										
City Secretary	Destiny Wright	P	P	P										
Building Official	Bill Jordan	P	P	P										
Total Present:		3	3	3										

Chairman- "Will the Secretary please call the roll."
 The Secretary calls each member's position and name.
 They respond if they are present.
 Secretary- "A quorum is present."

P	Present
A	Absent
R	Resigned
D	Deceased
E	End of Term

**STATE OF TEXAS
COUNTY OF ELLIS**

**THE FERRIS CITY COUNCIL MET IN A REGULAR SESSION
MARCH 2, 2015 AT 6:00 P.M. IN THE COUNCIL CHAMBERS
LOCATED AT 215 W. SIXTH STREET, FERRIS, TEXAS.**

MEMBER ATTENDANCE		
Mayor	Micheal Driggars	P
Mayor Pro Tem	James Starr	P
Alderman, Place 2	Jay Walsh	P
Alderman, Place 3	Angela Bruner	P
Alderman, Place 4	Gary Ross	P
Alderman, Place 5	Carol Wright	P

STAFF ATTENDANCE		
City Manager	Dennis Burn	P
City Secretary	Destiny Wright	P
City Attorney	Kent Hofmeister	A
Fire Chief	Tim Birdwell	P
I.T. Director	Doug Childers	P
Eco. Dev. Coordinator	Chuck Dart	P
Finance Director	Melissa Gonzalez	P
Library Director	Kathy Harrington	A
Chief Building Official	Bill Jordan	P
Police Chief	Sam Love	A

COUNCIL BUSINESS

1. Call to order.

- **Invocation**
- **Pledge of Allegiance**

Mayor Driggars called the meeting to order at 6:00 P.M. The invocation was given by Doug Childers.

2. Roll call to determine the presence of a quorum.

City Secretary Wright called roll and determined that a quorum was present.

CONSENT AGENDA

- 3. All matters listed under 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.**

- **Minutes of February 17, 2015 Joint City Council and Planning and Zoning meeting**
- **Expenditures for the period ending February 20, 2015**

Alderman Ross moved to approve the Consent Agenda. Seconded by Mayor Pro Tem Starr. For: Unanimous. Motion carried 5-0-0.

PUBLIC COMMENT

4. **The City Council welcomes comments from the public. Those wishing to speak must sign in with the City Secretary before the meeting begins. Speakers may speak on any topic, whether on the agenda or not. The City Council cannot act upon, discuss issues raised, or make any decisions at this time. Speakers must observe a three minute time limit. Total time allocation for Public Comments is fifteen minutes. Groups of individuals wanting to discuss the same item must select one spokesperson. Inquiries regarding matters not listed on the Agenda may be referred to Staff for research and possible future action.**

No comments made.

AGREEMENT

5. **Discussion, consideration, and action as may be appropriate regarding authorizing the Mayor and City Manager to enter into an agreement with Yeldell, Wilson, and Co., P.C. for audit services for the Fiscal Year ending September 30, 2015.**

Mayor Pro Tem Starr moved to authorize the Mayor and City Manager to enter into an agreement with Yeldell, Wilson, and Co., P.C. for audit services for the Fiscal Year ending September 30, 2015. Seconded by Alderman Bruner. For: Unanimous. Motion carried 5-0-0.

PROPOSED ORDINANCE

6. **Discussion regarding proposed Ordinance No. O-15-787 providing for a Code of Conduct for all public officials and city employees.**

Council had no concerns or suggested changes to make to the document as presented. City Manager Burn will send to the City Attorney for review and finalization.

PROCLAMATION

7. Proclamation recognizing March 15-21, 2015 as Poison Prevention Week.

Alderman Wright moved to recognize March 15-21, 2015 as Poison Prevention Week. Seconded by Mayor Pro Tem Starr. For: Unanimous. Motion carried 5-0-0.

PRESENTATION

8. Presentation of the certificate recognizing the City of Ferris as a 2015 Nationally Accredited Main Street Program.

City Manager Burn presented the certificate to the Council and audience.

DISCUSSION

9. Discussion regarding a proposed Residential Incentive Program.

Economic Development Director, Chuck Dart, explained that the purpose of the program is to attract builders and developers to the City to build homes on infill lots. Mr. Dart provided a timeline of events to occur within the next month in order for builders to begin construction on May 1, 2015 under the program.

CLOSING

10. Adjourn.

Alderman Ross moved to adjourn the meeting. Seconded by Mayor Pro Tem Starr. For: Unanimous. The motion carried 5-0-0. With no further business to come before the council, Mayor Driggars adjourned the meeting at 6:25 P.M.

APPROVED THIS THE 16TH DAY OF MARCH, 2015.

Micheal L. Driggars, Mayor

ATTEST:

APPROVED AS TO FORM:

Destiny Lusk Wright, City Secretary

Kent Hofmeister, City Attorney

**STATE OF TEXAS
COUNTY OF ELLIS**

THE FERRIS CITY COUNCIL MET IN A JOINT SESSION WITH THE PLANNING AND ZONING COMMISSION FEBRUARY 17, 2015 AT 6:00 P.M. IN THE COUNCIL CHAMBERS LOCATED AT 215 W. SIXTH STREET, FERRIS, TEXAS.

COUNCIL ATTENDANCE		
Mayor	Micheal Driggars	P
Mayor Pro Tem	James Starr	P
Alderman, Place 2	Jay Walsh	P
Alderman, Place 3	Angela Bruner	P
Alderman, Place 4	Gary Ross	A
Alderman, Place 5	Carol Wright	P

STAFF ATTENDANCE		
City Manager	Dennis Burn	P
City Secretary	Destiny Wright	P
City Attorney	Kent Hofmeister	A
Fire Chief	Tim Birdwell	P
I.T. Director	Doug Childers	P
Eco. Dev. Coordinator	Chuck Dart	P
Finance Director	Melissa Gonzalez	P
Library Director	Kathy Harrington	P
Chief Building Official	Bill Jordan	P
Police Chief	Sam Love	P

COMMISSION ATTENDANCE		
Chair	Jim Kay	P
Commissioner, Place 2	Rudy Amor	P
Commissioner, Place 3	Bill Malloy	P
Commissioner, Place 4	Vacant	-
Vice Chair	Charles Hatfield	P
Commissioner, Place 6	Christi Farish	A
Commissioner, Place 7	Richard Barrett	P

COUNCIL BUSINESS

1. Call to order.

- **Invocation**
- **Pledge of Allegiance**

Mayor Driggars called the meeting to order at 6:00 P.M. The invocation was given by Mayor Pro Tem Starr.

2. Roll call of the City Council to determine the presence of a quorum.

City Secretary Wright called roll and determined that a quorum of the City Council was present.

- 3. Roll call of the Planning and Zoning Commission to determine the presence of a quorum.**

City Secretary Wright called roll and determined that a quorum of the Planning and Zoning Commission was present.

CONSENT AGENDA

- 4. All matters listed under 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.**

- **Minutes of February 2, 2015 City Council meeting**
- **Expenditures for the periods ending January 30, 2015 and February 6, 2015**

Alderman Bruner moved to approve the Consent Agenda. Seconded by Mayor Pro Tem Starr. For: Unanimous. Motion carried 4-0-0.

APPROVAL OF MINUTES – PLANNING AND ZONING COMMISSION

- 5. Consider approval of meeting minutes for the Planning and Zoning meeting of November 20, 2014.**

Vice Chair Hatfield moved to approve the meeting minutes for the Planning and Zoning meeting of November 20, 2014. Seconded by Commissioner Amor. For: Unanimous. Motion carried 5-0-0.

PUBLIC COMMENT

- 6. The City Council welcomes comments from the public. Those wishing to speak must sign in with the City Secretary before the meeting begins. Speakers may speak on any topic, whether on the agenda or not. The City Council cannot act upon, discuss issues raised, or make any decisions at this time. Speakers must observe a three minute time limit. Total time allocation for Public Comments is fifteen minutes. Groups of individuals wanting to discuss the same item must select one spokesperson. Inquiries regarding**

matters not listed on the Agenda may be referred to Staff for research and possible future action.

No comments made.

NEW BUSINESS

- 7. Discussion, consideration, and action as may be appropriate regarding the acceptance of the FY 2013-2014 Annual Audit as presented by Yeldell, Wilson, and Co., P.C.**

Alderman Wright moved to accept the FY 2013-2014 Annual Audit. Seconded by Mayor Pro Tem Starr. For: Unanimous. Motion carried 4-0-0.

DISCUSSION

- 8. Discussion regarding Special Use Permit Applications submitted by Ferris ISD.**

City Manager Burn informed Council and the Commission that Ferris ISD has filed Special Use Permit applications to have message board signs placed at Hazel Ingram Elementary, Lucy Mae McDonald Elementary, Ferris Intermediate School, and Ferris Junior High School.

PUBLIC HEARING #1

- 9. Open Public Hearing.**

Mayor Driggars opened the Public Hearing at 6:19 P.M.

- 10. Conduct Public Hearing to consider Special Use Permit Application No. 14FER-SUP0001 filed by Ferris ISD for the placement of a message board sign on approximately 7.519 acres located east of South Central Avenue and south of East Tenth Street in the Mason Phelps Survey, A-824, Ferris, Ellis County, Texas. (More commonly known as Hazel Ingram Elementary.)**

No comments made.

11. Close Public Hearing.

Mayor Driggars closed the Public Hearing at 6:20 P.M.

PUBLIC HEARING #2

12. Open Public Hearing.

Mayor Driggars opened the Public Hearing at 6:20 P.M.

13. Conduct Public Hearing to consider Special Use Permit Application No. 14FER-SUP0002 filed by Ferris ISD for the placement of a message board sign on approximately 29.86 acres located east of FM 983 and South of Jimmie Birdwell Blvd.in the Mason Phelps Survey, A-824, Ferris, Ellis County, Texas. (More commonly known as Lucy Mae McDonald Elementary.)

No comments made.

14. Close Public Hearing.

Mayor Driggars closed the Public Hearing at 6:21 P.M.

PUBLIC HEARING #3

15. Open Public Hearing.

Mayor Driggars opened the Public Hearing at 6:21 P.M.

16. Conduct Public Hearing to consider Special Use Permit Application No. 14FER-SUP0003 filed by Ferris ISD for the placement of a message board sign on approximately 15.408 acres located north of FM 664 and east of Rolling Hills in the Mason Phelps Survey, A-824, Ferris, Ellis County, Texas. (More commonly known as the Ferris Intermediate School.)

No comments made.

17. Close Public Hearing.

Mayor Driggars closed the Public Hearing at 6:21 P.M.

PUBLIC HEARING #4

18. Open Public Hearing.

Mayor Driggars opened the Public Hearing at 6:22 P.M.

19. Conduct Public Hearing to consider Special Use Permit Application No. 14FER-SUP0004 filed by Ferris ISD for the placement of a message board sign on approximately 35.28 acres located south of FM 660 and east of Wallace Dr. in the Mason Phelps Survey, A-824, Ferris, Ellis County, Texas. (More commonly known as the Ferris Junior High School.)

No comments made.

20. Close Public Hearing.

Mayor Driggars closed the Public Hearing at 6:22 P.M.

PLANNING AND ZONING COMMISSION BUSINESS

21. Final report by the Planning and Zoning Commission regarding Special Use Permit Application No. 14FER-SUP0001 filed by Ferris ISD for the placement of a message board sign on approximately 7.519 acres located east of South Central Avenue and south of East Tenth Street in the Mason Phelps Survey, A-824, Ferris, Ellis County, Texas. (More commonly known as Hazel Ingram Elementary.)

Commissioner Barrett moved to recommend approval of Special Use Permit Application No. 14FER-SUP0001. Seconded by Commissioner Amor. For: Unanimous. Motion carried 5-0-0.

22. Final report by the Planning and Zoning Commission regarding Special Use Permit Application No. 14FER-SUP0002 filed by Ferris ISD for the placement of a message board sign on approximately 29.86 acres located east of FM 983 and South of Jimmie Birdwell Blvd. in the Mason Phelps Survey, A-824, Ferris, Ellis County, Texas. (More commonly known as Lucy Mae McDonald Elementary.)

Vice Chair Hatfield moved to recommend approval of Special Use Permit Application No. 14FER-SUP0002. Seconded by Commissioner Barrett. For: Unanimous. Motion carried 5-0-0.

23. **Final report by the Planning and Zoning Commission regarding Special Use Permit Application No. 14FER-SUP0003 filed by Ferris ISD for the placement of a message board sign on approximately 15.408 acres located north of FM 664 and east of Rolling Hills in the Mason Phelps Survey, A-824, Ferris, Ellis County, Texas. (More commonly known as the Ferris Intermediate School.)**

Commissioner Amor moved to recommend approval of Special Use Permit Application No. 14FER-SUP0003. Seconded by Vice Chair Hatfield. For: Unanimous. Motion carried 5-0-0.

24. **Final report by the Planning and Zoning Commission regarding Special Use Permit Application No. 14FER-SUP0004 filed by Ferris ISD for the placement of a message board sign on approximately 35.28 acres located south of FM 660 and east of Wallace Dr. in the Mason Phelps Survey, A-824, Ferris, Ellis County, Texas. (More commonly known as the Ferris Junior High School.)**

Commissioner Barrett moved to recommend approval of Special Use Permit Application No. 14FER-SUP0004. Seconded by Commissioner Malloy. For: Unanimous. Motion carried 5-0-0.

COUNCIL BUSINESS

25. **Discussion, consideration, and action as may be appropriate regarding Ordinance No. O-15-782 amending the Zoning Ordinance and the Official Zoning Map by approving Special Use Permit Application No. 14FER-SUP0001 filed by Ferris ISD for the placement of a message board sign on approximately 7.519 acres located east of South Central Avenue and south of East Tenth Street in the Mason Phelps Survey, A-824, Ferris, Ellis County, Texas. (More commonly known as Hazel Ingram Elementary.)**

Alderman Walsh moved to approve Ordinance No. O-15-782. Seconded by Alderman Bruner. For: Unanimous. Motion carried 4-0-0.

26. **Discussion, consideration, and action as may be appropriate regarding Ordinance No. O-15-783 amending the Zoning Ordinance and the Official Zoning Map by approving Special Use Permit Application No. 14FER-SUP0002 filed by Ferris ISD for the placement of a message board sign on approximately 29.86 acres located east of FM 983 and South of Jimmie Birdwell Blvd. in the Mason Phelps Survey, A-824, Ferris, Ellis County, Texas. (More commonly known as Lucy Mae McDonald Elementary.)**

Mayor Pro Tem Starr moved to approve Ordinance No. O-15-783. Seconded by Alderman Walsh. For: Unanimous. Motion carried 4-0-0.

27. **Discussion, consideration, and action as may be appropriate regarding Ordinance No. O-15-784 amending the Zoning Ordinance and the Official Zoning Map by approving Special Use Permit Application No. 14FER-SUP0003 filed by Ferris ISD for the placement of a message board sign on approximately 15.408 acres located north of FM 664 and east of Rolling Hills in the Mason Phelps Survey, A-824, Ferris, Ellis County, Texas. (More commonly known as the Ferris Intermediate School.)**

Alderman Bruner moved to approve Ordinance No. O-15-784. Seconded by Mayor Pro Tem Starr. For: Unanimous. Motion carried 4-0-0.

28. **Discussion, consideration, and action as may be appropriate regarding Ordinance No. O-15-785 amending the Zoning Ordinance and the Official Zoning Map by approving Special Use Permit Application No. 14FER-SUP0004 filed by Ferris ISD for the placement of a message board sign on approximately 35.28 acres located south of FM 660 and east of Wallace Dr. in the Mason Phelps Survey, A-824, Ferris, Ellis County, Texas. (More commonly known as the Ferris Junior High School.)**

Alderman Bruner moved to approve Ordinance No. O-15-785. Seconded by Alderman Walsh. For: Unanimous. Motion carried 4-0-0.

CLOSING – PLANNING AND ZONING COMMISSION

29. **Adjourn.**

Commissioner Barrett moved to adjourn the Planning and Zoning Commission. Seconded by Vice Chair Hatfield. For: Unanimous. The motion carried 5-0-0. With no further business to come before the Planning and Zoning Commission, Chairman Kay adjourned the Commissioners at 6:33 P.M.

NEW BUSINESS

30. **Discussion, consideration, and action as may be appropriate regarding approving 4A E.D.C. funding of a City of Ferris Strategic Plan and Implementation Plan and allowing the Chair of the 4A E.D.C., James Harrison, to enter into an agreement with Catalyst Commercial, Inc. for the services.**

Mayor Pro Tem Starr moved to approve 4A E.D.C. funding of a City of Ferris Strategic Plan and Implementation Plan and allow the Chair of the 4A E.D.C., James Harrison, to enter into an agreement with Catalyst Commercial, Inc. Seconded by Alderman Bruner. For: Unanimous. Motion carried 4-0-0.

ORDINANCES

- 31. Discussion, consideration, and action as may be appropriate regarding Ordinance No. O-15-786 adding a new Section 30.04, “Chief Building Official” to the Code of Ordinances to provide for the creation of the position of the Chief Building Official and to establish the power, authority, and duties of that position.**

Mayor Pro Tem Starr moved to approve Ordinance No. O-15-786. Seconded by Alderman Bruner. For: Unanimous. Motion carried 4-0-0.

- 32. Discussion, consideration, and action as may be appropriate regarding Ordinance No. O-15-779 adopting the 2012 edition of the *International Swimming Pool and Spa Code*.**

Mayor Pro Tem Starr moved to approve Ordinance No. O-15-779. Seconded by Alderman Walsh. For: Unanimous. Motion carried 4-0-0.

- 33. Discussion, consideration, and action as may be appropriate regarding Ordinance No. O-15-780 adopting the 2014 edition of the *National Electrical Code*.**

Mayor Pro Tem Starr moved to approve Ordinance No. O-15-780. Seconded by Alderman Bruner. For: Unanimous. Motion carried 4-0-0.

- 34. Discussion, consideration, and action as may be appropriate regarding Ordinance No. O-15-781 adopting the 2012 edition of the *International Fuel Gas Code*.**

Mayor Pro Tem Starr moved to approve Ordinance No. O-15-781. Seconded by Alderman Walsh. For: Unanimous. Motion carried 4-0-0.

CLOSING

- 35. Adjourn.**

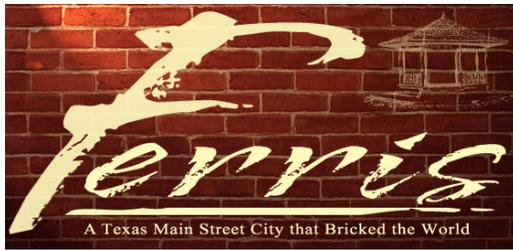
Alderman Wright moved to adjourn the meeting. Seconded by Alderman Bruner. For: Unanimous. The motion carried 4-0-0. With no further business to come before the council, Mayor Driggars adjourned the meeting at 6:46 P.M.

APPROVED THIS THE 16TH DAY OF MARCH, 2015.

ATTEST:

Dennis Burn
City Manager

Jim Kay
Chair



MEMORANDUM

DATE: March 16, 2015
FROM: City Manager Dennis Burn Chief Building Official, Bill Jordan
TO: City Council/Planning & Zoning Commission
March 16, 2015 City Council/Planning & Zoning Commission Meeting

SUBJECT: Consideration of approving an ordinance of the City of Ferris, Texas, amending the zoning ordinance of the city of Ferris, Texas, by amending Article 1, Division 15, by adding a definition for Clothing Store; and amending Article 2, Division 20, Section 1 Permitted Use Table, by adding commercial use: Clothing Store and associated restriction designations.

SUMMARY:

The Ferris zoning ordinance requires all commercial uses to obtain a Certificate of Occupancy (CO) prior to conducting operations. Additionally, the zoning ordinance provides for minimum zoning standards and restrictions based on the zoning of the property, and on the use. Typically, a new business would receive a CO for a use defined in the zoning ordinance.

The City has received an application for a clothing store located at 218 W. 6th St. When staff reviewed the zoning ordinance to determine zoning requirements, it was found that there was no use defined in the zoning ordinance under which this type of use would fall. Staff could, therefore, not issue a permanent CO.

The following use is being proposed:

Clothing Store – A store offering new retail clothing, footwear, hats, belts, fashion accessories and related items and services to the public

Zoning

- Permitted by right in:
 - Commercial Corridor District (C-C)
 - Commercial Neighborhood Retail District (C-N)

Special Conditions:

3 – All outdoor lighting, including parking lot lighting, shall be directed away from any property zoned or developed for residential use.

14 – All storage of goods, products, cargo, produce or materials and the packaging of same must be wholly within the confines of a building.

FINANCIAL IMPACT: N/A

SUPPORTING MATERIALS:

- Draft ordinance

RECOMMENDATION: Staff recommends approval of the changes as presented.

AN ORDINANCE OF THE CITY OF FERRIS, TEXAS

ORDINANCE NO. O-15-788

AN ORDINANCE OF THE CITY OF FERRIS, TEXAS, AMENDING THE CITY OF FERRIS ZONING ORDINANCE, AS AMENDED, BY AMENDING ARTICLE 1, "GENERAL PROVISIONS," DIVISION 15, "DEFINITIONS," SECTION 2, "DEFINITIONS FOR USES," BY ADDING A DEFINITION FOR "CLOTHING STORE"; AND BY AMENDING ARTICLE 2, "BASE DISTRICT REGULATIONS," DIVISION 20, "PERMITTED USE," SECTION 1, "PERMITTED USE TABLE," BY ADDING "CLOTHING STORE" AS A COMMERCIAL USE, WITH ASSOCIATED RESTRICTION DESIGNATIONS; PROVIDING A PENALTY CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Ferris, Texas ("City Council"), pursuant to Texas Local Government Code, Sections 51.001 and 51.012, is authorized to adopt an ordinance, not inconsistent with state law, that is for the good government, interest, welfare, peace, or order of the City of Ferris ("City"), and that is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, Article 1, "General Provisions," of the City of Ferris Zoning Ordinance ("Zoning Ordinance") contains definitions for all types of uses within the City, and Article 2, "Base District Regulations," of the Zoning Ordinance contains the Permitted Use Table; and

WHEREAS, a recent review of Articles 1 and 2 of the Zoning Ordinance indicates amendments are necessary to include new definitions and uses within certain districts; and

WHEREAS, the City Council finds and determines that amending the Zoning Ordinance as herein provided promotes the health, safety and general welfare of the citizens of the City of Ferris and the best interests of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FERRIS, TEXAS, THAT:

Section 1. FINDINGS INCORPORATED

All of the above premises are found to be true and correct legislative and factual determinations of the City of Ferris and are hereby approved and incorporated into the body of this Ordinance for all purposes as if fully set forth herein.

Ordinance No. O-15-788

Section 2. ZONING AMENDED

The City of Ferris Zoning Ordinance should be and the same hereby is amended by amending Article 1, “General Provisions,” Division 15, “Definitions,” Section 2, “Definitions for Uses,” by adding a definition for “Clothing Store,” which shall read as follows:

ARTICLE 1 - GENERAL PROVISIONS

.....

DIVISION 15: DEFINITIONS

.....

Section 2: Definitions for Uses

.....

Clinic, Medical – or a dispensing apothecary.

[the following definition will be added:]

“*Clothing Store* – A store offering for retail sale new retail clothing, footwear, hats, belts, fashion accessories and related items and services to the public.”

.....

The City of Ferris Zoning Ordinance should be and the same hereby is amended by amending Article 2, “Base District Regulations,” Division 20, “Permitted Use,” Section 1, “Permitted Use Table,” which shall add “Clothing Store” as a Commercial Use, and which shall read as follows:

ARTICLE 2 - BASE DISTRICT REGULATIONS

.....

DIVISION 20 PERMITTED USE

.....

“SECTION 1: Permitted Use Table

.....

“

COMMERCIAL USES	DISTRICTS												COND.'S	
	RESIDENTIAL							COMMERCIAL			INDUSTRIAL			AGRL
	R-1	R-2	R-3	R-TH	R-D	MF-18	MH	RV	C-O	C-N	C-C	I-L	I-H	
.....														
Clinic, Medical										P	P	P	P	5
Clothing Store									P	P	P	P		5.14
.....														

”

Ordinance No. O-15-788

Section 3. PENALTY CLAUSE

Any person, firm, or corporation violating any provision or term of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished by a penalty or fine not to exceed the sum of \$2,000.00 for each offense, and each and every violation or day such violation shall continue or exist shall be deemed a separate offense.

Section 4. REPEALER CLAUSE

All ordinances, orders, or resolutions heretofore passed and adopted by the City Council are hereby repealed to the extent that said ordinances, orders, or resolutions, or parts thereof, are in conflict herewith.

Section 5. SEVERABILITY CLAUSE

It is hereby declared to be the intention of the City Council that the words, phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any word, phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining words, phrases, clauses, sentences, paragraphs, and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this Ordinance of any such unconstitutional word, phrase, clause, sentence, paragraph or section.

Section 6. SAVINGS CLAUSE

The City of Ferris Zoning Ordinance, as amended, shall be and remain in full force and effect save and except as amended by this Ordinance. All rights and remedies of the City of Ferris are expressly saved as to any and all violations of the provisions of any ordinances governing zoning or platting that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

Section 7. EFFECTIVE DATE

This Ordinance shall become effective, and shall be in full force and effect, from and after the date of its passage and publication of the caption as the law in such cases provides.

DULY PASSED and **APPROVED** by the City Council of the City of Ferris, Texas on this the 16TH day of MARCH, 2015.

APPROVED:

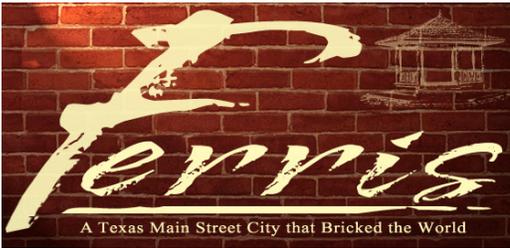
Micheal L. Driggars, Mayor

ATTEST:

Destiny Lusk Wright, City Secretary

APPROVED AS TO FORM:

Kent S. Hofmeister, City Attorney



MEMORANDUM

DATE: March 16, 2015
FROM: City Manager, Dennis Burn Chief Building Official, Bill Jordan
TO: City Council/Planning & Zoning Commission
 March 16, 2015 City Council/Planning & Zoning Commission Meeting

SUBJECT: Discuss proposal to amend City Zoning Ordinance to allow for the removal of a billboard and the erection of a billboard in another location.

SUMMARY:

Proposed: Currently there is a billboard located at Central and 6th St. The owner of the billboard, Primary Media, has approached the City to seek an opportunity to conduct an exchange of the billboard for a new billboard to be located along I-45 at 8th St. Specifically, Primary Media desires to remove the billboard on Central, and erect a new electronic billboard along I-45. They believe the higher traffic counts on I-45 will offer a better advertising opportunity and therefore higher revenue from their billboard.

Primary Media has made a tentative agreement with the property owner of 502 E. 8th St. for placement of the new billboard. Additionally, they have prepared an ordinance amendment proposal for the City's consideration.

Consideration: Staff has reviewed the proposal and found that there are several factors to consider.

First is whether allowing a new billboard to be erected should be considered. Given that the proposal is to eliminate one billboard and erect another, there will be no net gain or loss in the number of billboards within the City Limits. This proposal is advantageous in that the billboard located within the downtown historic district would be removed. Alternatively, however, a new billboard will be placed on the Interstate. While a new billboard on the Interstate would not normally be an option, in this case staff feels that it is more appropriate than downtown. Turning down this proposal would essentially be allowing the downtown billboard to remain in place indefinitely.

Second is the current prohibition of the erection of new billboards within the city limits. To allow a new billboard will require a change to the zoning ordinance. This change can either be accomplished by allowing certain billboards to be erected in a 1 for 1 exchange program as proposed by Primary Media, or can be accomplished by allowing the billboard in a Planned Development. Either accomplishes the same goal, and neither have extensive advantages over the other.

Additional considerations are design criteria. Installation of a billboard can be flexible in design as opposed to the old monopole designs. Staff has proposed minimum design standards such as brick façade on the support structure, landscaping at the base of the structure, and requiring electrical service be served through a buried service line. Primary Media has been amenable to these suggestions, but no agreements have been made, and no designs have been submitted.

FINANCIAL IMPACT: N/A

SUPPORTING MATERIALS:

- Proposed (Draft) Ordinance Change
- Existing and Proposed Location Maps

RECOMMENDATION: N/A

MOTION OPTIONS:

This is a discussion item only. No action is required. Applicant wishes to have the opportunity to discuss the proposal before the Commission to gain insight and guidance on moving forward with this project.

AN ORDINANCE OF THE CITY OF FERRIS, TEXAS

ORDINANCE NO. _____

[CAPTION]

[PREAMBLE]

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FERRIS, TEXAS, THAT:

SECTION 1. The Zoning Ordinance of the City of Ferris, Texas, be and the same is hereby amended by amending Article 7, “Sign Regulations,” Division 185, “Special Sign Types,” by adding Section 5, “Relocated Nonconforming Off-Premise Signs,” which shall read as follows:

“ARTICLE 7 SIGN REGULATIONS

.....

Division 185 SPECIAL SIGN TYPES

.....

Section 5: Billboards Relocated from Main Street District

Billboards located in the Main Street District are allowed to be relocated by SUP to any zoning district subject to the following restrictions:

- A. A Relocated Billboard shall be of new construction and may be either static or digital.
- B. The Planning & Zoning Commission may recommend, and the City Council may reasonably require appropriate landscaping within ten feet of the sign. The City Council shall not require landscaping that renders the construction of the sign financially or practically unfeasible.
- C. The Planning & Zoning Commission may recommend, and the City Council may reasonably require appropriate aesthetic design features, such as a façade around the sign base, that do not interfere with the stability or integrity of the sign and structure. The City Council shall not require aesthetic design features that render the construction of the sign financially or practically unfeasible.
- D. A Relocated Billboard shall, prior to construction, obtain a permit from the Texas Department of Transportation for the location, type and size allowed by the SUP granted for the sign.

- E. A Relocated Billboard shall only be located on a lot which is adjacent to the Interstate 45 frontage road, and the sign must be placed adjacent to such roadway or highway;
- F. Any change of pictures or information on the Relocated Billboard shall not produce the illusion of moving objects, expanding or contracting shapes, rotation or any similar effect of animation;
- G. Any change of pictures or information on the Relocated Billboard shall not change more often than allowed by regulations promulgated by the Texas Department of Transportation.
- H. The determination of a health or safety hazard caused by a lighted Relocated Billboard shall be made by the Chief Building Official or the city and shall be controlling;
- I. Any electrical wiring required for a Relocated Billboard to be lighted shall meet the electrical code of the city as determined by the Chief Building Official or a designated representative;
- J. No lighted Relocated Billboard shall have a luminance of greater than 300 foot-candles, nor shall any such sign have a luminance greater than 200 foot-candles for any portion of the sign within a circle two feet in diameter. The restriction of luminance in this section shall be determined from any other premises or from any public right of way. If a Relocated Billboard constitutes a distraction to traffic based on evidence of complaints, the Chief Building Official shall review if the sign shall be dimmed or otherwise altered and provide for appropriate remedy.

SECTION 2. The Zoning Ordinance of the City of Ferris, Texas, shall be and the same is hereby amended through the amendment of Article 7, “Sign Regulations,” by adding the chart restriction values for the category “Relocated Billboard,” in Division 190, “Permanent Signs Chart,” which shall read as follows:

“ARTICLE 7 SIGN REGULATIONS

Division 190 PERMANENT SIGNS CHART

[CHART TO BE UPDATED BY CITY SHOWING NEW CATEGORY “RELOCATED BILLBOARD”, PERMITTED BY SUP IN ALL DISTRICTS, MAXIMUM AREA & HEIGHT “SUBJECT TO SUP”, NUMBER OF SIGNS 1, REQUIREMENTS: SEE DIVISION 185 SECTION 5]

.....”

DRAFT

RETURN TO AGENDA

**[REMAINING SECTIONS 3-8 AND SIGNATURES AS ANY OTHER CITY
ORDINANCE]**

RETURN TO AGENDA

S Main St

S Central St

E 6th St

Current Location



E 7th St

S Baker St



Google earth

© 2015 Google



200 ft

RETURN TO AGENDA

E 8th St

660



Proposed Location

S Mable St

Interstate 45 Service Rd

E 9th St

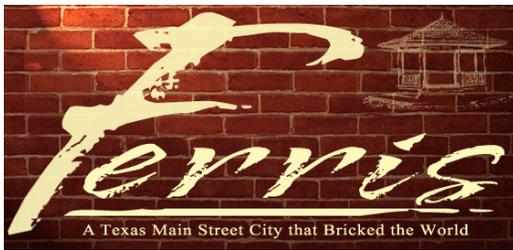
S Henrietta St

Google earth

© 2015 Google

200 ft





MEMORANDUM

DATE: March 16, 2015
FROM: City Manager, Dennis Burn
TO: Mayor and City Council

**SUBJECT: Residential Economic Incentive Program
Resolution No. R-15-183
March 16, 2015 City Council Meeting**

At the March 2, 2015 City Council meeting a presentation was made regarding a Residential Economic Incentive Program (REIP). The REIP enables Ferris to attract new home construction by offering a refund of ad valorem property taxes over a 4 year period. After applications are received and reviewed, development agreements for each eligible applicant will be presented to the City Council for consideration.

Attached to this agenda item is Resolution No. R-15-183 to adopt the REIP. This is an action item that requires a vote.

I recommend that you approve the REIP by adopting Resolution No. R-15-183.

RESOLUTION NO. R-15-183

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FERRIS, TEXAS, ESTABLISHING A RESIDENTIAL ECONOMIC INCENTIVE PROGRAM WITHIN THE CITY OF FERRIS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Ferris City Council finds that offering incentives for single-family residential development will promote economic growth and neighborhood integrity, and will fulfill and further the goals and objectives of the Comprehensive Plan to: “encourage development of high quality residential neighborhoods that are aesthetically pleasing yet meet the diverse housing market needs of the community”; and

WHEREAS, the Ferris City Council desires that residential incentives shall be made in accordance with written agreements approved by the governing body; and

WHEREAS, the Ferris City Council finds that the city policy for the Residential Economic Incentive Program, attached hereto as Exhibit “A,” is in the best interest of the citizens, property owners, businesses, and visitors of the City of Ferris.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FERRIS, TEXAS, THAT:

Section 1.

The Ferris City Council hereby approves this Resolution and adopts the attached Exhibit “A” as the City’s official policy, which policy shall govern the program that provides for the approval, eligibility requirements, and payment of all residential economic incentives.

Section 2.

This Resolution hereby authorizes the City Manager to enter into development agreements with residential home builders, developers, and/or property owners for the purpose of implementing the policy set forth in Exhibit “A,” in which instance the Ferris City Council shall first have considered and approved each such development agreement prior to its execution.

Section 3.

This Resolution shall take effect immediately from and after its passage.

DULY PASSED, APPROVED, AND ADOPTED by the City Council of the City of Ferris, Texas, on this, the 16TH day of MARCH, 2015.

Micheal L. Driggars, Mayor

ATTEST:

Destiny Lusk Wright, City Secretary

APPROVED AS TO FORM:

Kent S. Hofmeister, City Attorney

EXHIBIT “A”

CITY OF FERRIS, TEXAS

RESIDENTIAL ECONOMIC INCENTIVE PROGRAM

PURPOSE: To establish policy guidelines for the program that provides for the approval, execution, qualifications, and payment of residential economic incentives within the City of Ferris.

APPLICABILITY: This program shall apply only to the construction of new, single-family detached, owner-occupied residential homes that were not on the Ellis County or Dallas County tax rolls before January 1, 2015.

PROCESS: To initiate an application for program eligibility, an owner of certain land zoned for single-family residential uses may make written application to the Economic Development Department for consideration for residential economic incentives, as described in this Exhibit A, for the development of new single-family home construction. City staff will conduct research to determine if the applicant is qualified under the eligibility requirements as adopted herein. City staff then shall prepare a report, draft a proposed development agreement, and present such draft agreement to the City Council for consideration. The City Council will consider approval of the agreement in accordance with the following criteria:

Residential Economic Incentive Program

1. Eligibility Requirements:

- a. The development agreement approval process may be initiated on any platted residential lot or upon the filing of a newly platted residential subdivision within the corporate city limits of Ferris (i.e., the property at issue must be subject to the City’s ad valorem property taxes).
- b. Incentive payments are payable only after a newly constructed, single-family detached home, which is subject to an approved development agreement, has been issued a certificate of occupancy by the City of Ferris.
- c. The initial payment of the incentive shall not begin until after the home has been on the City’s tax roll for one full year (assessed and collected one full year’s taxes).
- d. Incentive payments shall be payable to an original developer who must remain in good standing with the City.
- e. No outstanding liens or mowing charges may exist or currently be imposed against the property at issue at the time qualifications are considered.
- f. No person who owes delinquent taxes, permit fees, impact fees, or any other delinquent debts or obligations to the City of Ferris, and which are directly attributable to a piece of

Resolution No. R-15-183, Exhibit A

property, shall be allowed to submit an application for program eligibility consideration until the taxes, assessments, debts, or obligations directly attributable to said property and owed by the owner or previous owner thereof to the City of Ferris shall have been first fully discharged by payment, or until an arrangement satisfactory to the City has been made for the payment of such debts or obligations. It shall be the applicant's responsibility to provide evidence or proof that all taxes, fees, etc., have been paid, or that other arrangements satisfactory to the City have been made for payment of said taxes, fees, etc.

- g. The applicant/homeowner must be current on the payment, in full, of all annual, City-assessed property taxes on any property he/she owns on property located in Ferris
 - h. The incentive program shall apply only to owner (fee simple title)-occupied houses.
2. The incentive payment shall be paid in March of each year for eligible homes that are completed and in good repair on December 31 of the previous year. No incentive payment shall be made until assessed ad valorem taxes have been paid.
 3. The Total Incentive Payment shall be calculated per unit as follows:

Total Appraised Market Value x 0.006 x 4 years = Total Incentive Payment

“Total Appraised Market Value” is the most recently appraised value of the land, with improvements, in United States dollars, as determined by the Ellis County Appraisal District and/or the Dallas Central Appraisal District.

Minimum Total Appraised Market Value - \$100,000

Maximum Total Appraised Market Value - \$800,000

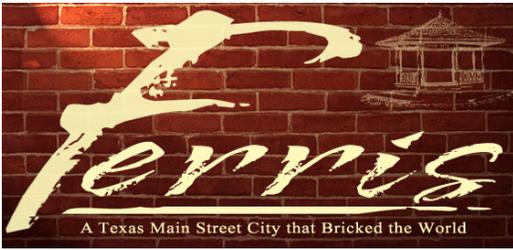
4. Examples:
 - a. \$125,000 TAMV x 0.006 x 4 years = \$3,000 total
 - b. \$175,000 TAMV x 0.006 x 4 years = \$4,200 total
 - c. \$225,000 TAMV x 0.006 x 4 years = \$5,400 total
 - d. \$1,000,000 TAMV (capped at \$800,000) x 0.006 x 4 years = \$19,200 total

In no event shall the amount of the incentive payment exceed the amount of the property tax paid by the applicant/homeowner to the City of Ferris, as a separate taxing jurisdiction, on the subject property.

5. This residential economic incentive program and the related incentive payments distributed under the program do not apply to tax-exempt entities or non-profit entities that are not subject to the payment of ad valorem taxes.

Resolution No. R-15-183, Exhibit A

6. All applications for the incentive program shall be executed through a development agreement with the City of Ferris and shall be subject to City Council approval.
7. The City of Ferris shall have the right to discontinue this residential economic incentive program at any time, subject to the payment of any incentive previously approved by the City Council.



MEMORANDUM

DATE: March 16, 2015
FROM: City Manager, Dennis Burn
TO: Mayor and City Council

**SUBJECT: Texas Concerned Citizens
March 16, 2015 City Council Meeting**

A group known as Texas Concerned Citizens will make a presentation regarding the High Speed Rail and about forming a Governmental Sub-Regional Planning Commission. This agenda includes a power point presentation that is included for your review.

This agenda item is not an action item. No vote is required. Should the City Council desire to move forward with being a part of the new commission, I will place a resolution for your consideration at the next City Council meeting (April 6, 2015).



Protecting Our Communities

February 2015

Presented by:

Marty Hiles, Ken Cope and Morris Dixon

Why Do We Need Protection?



- NCTCOG Pushing Toll Roads, High Speed Rail (HSR) and Other Agendas Without Community Coordination or Proper Community Considerations
 - Dissection of Our Communities Without Proper Regard For Social and Community Concerns
 - Citizens Property Rights (Eminent Domain) and Community Tax Base Impacts Are Not Being Fully Represented
 - Economic Cost / Benefit To The Community Is Not Properly Represented In The Decision Processes
 - Public Private Partnerships (P3's) Have More Influence With NCTCOG and TXDOT Than Our Communities
 - Influence of NCTCOG Is Outweighing The Benefits Of Our Communities
- NCTCOG Membership Doesn't Properly Protect Our Communities Interests:
 - Only One Executive Board Member of Thirteen (Waxahachie Mayor) Represents Ellis, Johnson and Kaufman Counties **(1/13)**
 - Only One Transport Committee Member Among Forty-Four Members (Ellis County Judge) Represents Ellis, Johnson and Kaufman Counties **(1/44)**
 - **Our Communities Representatives (0/13 and 0/44)**
- Examples:
 - Loop 9 Toll Road Through Ferris and Northern Ellis County
 - **Dallas / Houston HSR Through Eastern Ellis County With No Economic Benefits to the Communities or Ellis County**
 - Interstate Highway Expansion Projects (E. G. Highway 664 in Red Oak)
 - Dallas Area Rapid Transit (DART)

How Can Small Communities Protect Themselves?



- Rely Upon Waxahachie Mayor or County Judge To Represent Your Interests
- Form Your Own Governmental Sub-Regional Planning Commission “Sub-COG” According To Texas Law
 - Section 391 of Texas Law Allows The Creation Of This Government Body
 - **Two Or More Municipal or County Governments By Resolution and Sub-COG Oversight**
 - **Sub-COG Board Establishes By-Laws, Controls Direction and Citizen Membership**
 - **Full “Stand-A-Lone” Legal Standing As Governmental Board**
 - Forces NCTCOG To Coordinate Directly With Your Sub-COG For Any NCTCOG Activities Impacting Your Specific Communities In The Sub-COG
 - Texas Law Requires That The NCTCOG **“SHALL”** Coordinate All Planning Of Its Projects With The Sub-COGs
 - Implies “Approval” Requirement of Sub-COGs
 - Allows Sub-COGs To Be An “Active” Participant In The Project From Its Earliest Stages
 - Provides Communities With Ability To Provide “Full Transparency” To Its Citizens
 - Provides “Membership” Rights To Address Unwanted Projects
- IAW Local Code 391, the purpose of Regional Planning Commissions is to encourage and permit local governmental units to join and cooperate to improve the health, safety, and general welfare of their residents: and plan for the future development of communities, areas, and regions so that the planning of transportation systems is improved

How Difficult Is It To Create A “Sub-COG”?



- [Two Or More Incorporated Municipalities or Counties Can Create Through A Joint Resolution, etc.](#)
 - Only Requires A Vote Of The Setting Leadership
- Each Municipality or County Identifies An Elected Official For The Board
 - Board Requires A Minimum of 2/3 of Members to be Elected Officials
 - Remaining 1/3 of Board can be Citizens Appointed by the Board and According To Their Respective By-Laws.
- The Board Controls The Sub-COG Through Establishment of By-Laws
- School Districts, etc., can be added as “Non-Voting” Members, Thus Expanding The Boards Legitimate Geographical Boundaries for State Recognition
- All Processes Are Defined In Texas Law Section 391
- [Proposed Structure of Sub-COG](#)



How Urgent Is This Action?

- NCTCOG Has Already Gained Approval of the Loop 9 Project
- **TXDOT Informed Texas Legislature (January 22, 2015) That The Project Cannot Be Stopped By Texas**
 - **Pending Federal Railroad Association (FRA), Surface Transportation Board Approval Of “Certificate of Convenience and Necessity”**
 - **Eminent Domain Approval**
- NCTCOG Is Scheduled To Release An “Environmental Impact Study (EIS)” For The Dallas/Houston HSR Project By **July 2015**

Strategy To Protect Our Community



- **Strict Confidentiality Until Resolution Vote Is Placed On Municipal Agenda**
- Form 391 Sub-COG With Only Two Municipalities
 - Ferris, Ennis and Palmer
- Begin NCTCOG Planning Inquiries Into HSR and Other Activities
- Expand The ***“Community Development Sub-Regional Planning Commission”*** To Include School Districts Of Ferris, Ennis and Palmer
- Consider Expansion To Include Red Oak and Ellis County



Actions Needed

- [Review “Draft” Municipal Resolution Language For Consideration By Ferris, Ennis and Palmer Municipal Leadership](#)
- Identify “Community Development COG” [CDCOG] Board Member From Ferris, Ennis and Palmer
- Place Resolution On Municipal Agenda For Vote
- Pass The Resolution
- CDCOG Board Meets To Finalized / Approve [By-Laws](#) and
 - Add Desired Citizen Member
 - Define Other Leadership Requirements
- Notify NCTCOG of CDCOG Charter
- CCOG Begins Requests For Coordination With HSR Project Teams and NCTCOG

Word File

Word File

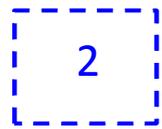


TCC Thanks You

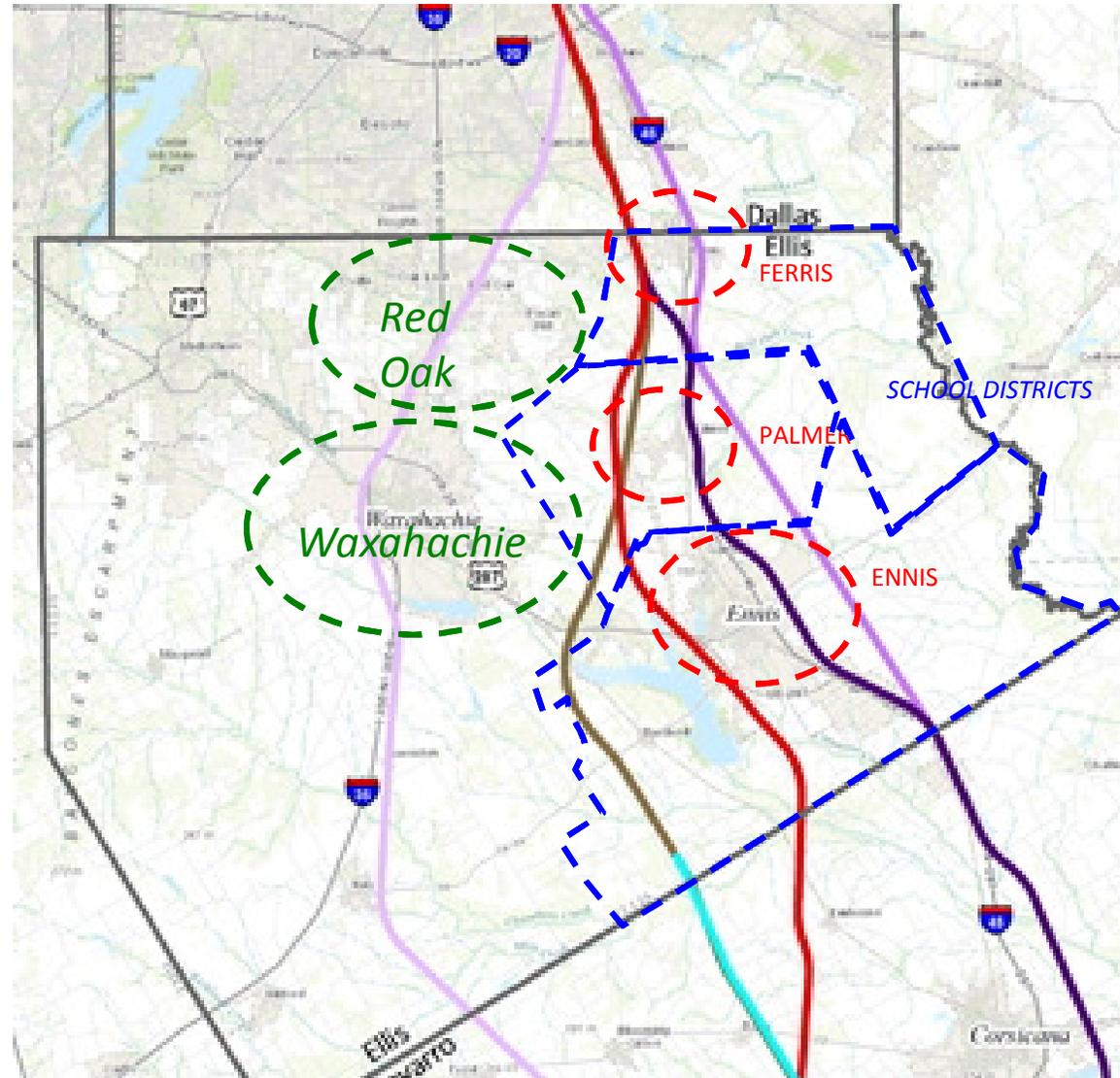
END OF PRESENTATION



Community Areas Of Influence

-  1 City Limits
-  2 School District Boundaries
-  3 City Limits

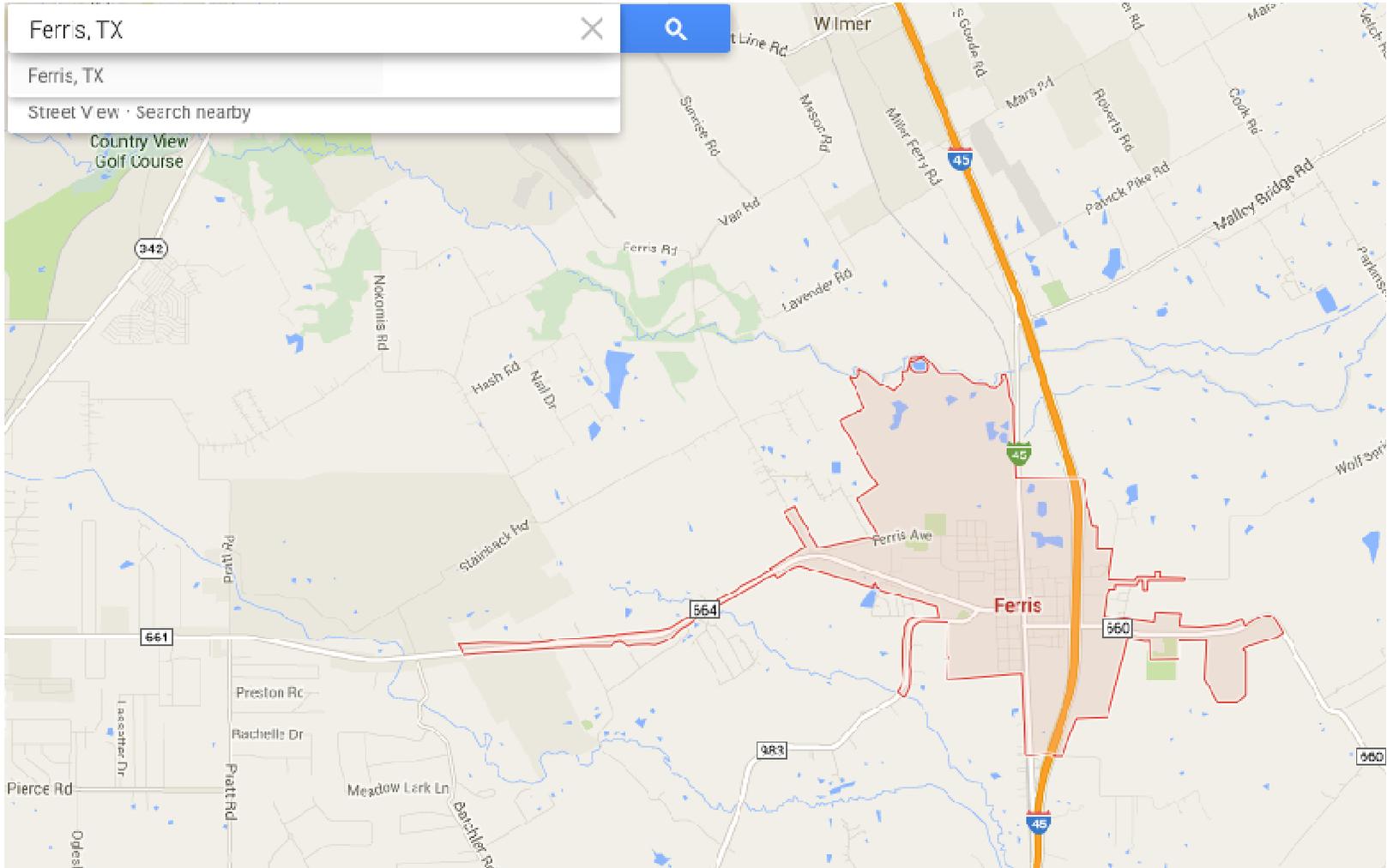
- Legend**
-  County Boundary
 -  BNSF Option 1
 -  BNSF Option 2
 -  BNSF Option 3
 -  BNSF Option 4
 - Alternative Alignments
 -  I-45 Alignment
 -  I-45 and UPRR Hardy Alignment
 -  UPRR Alternative
 -  Utility Alignment
 -  Utility I-45 Alternative



Return



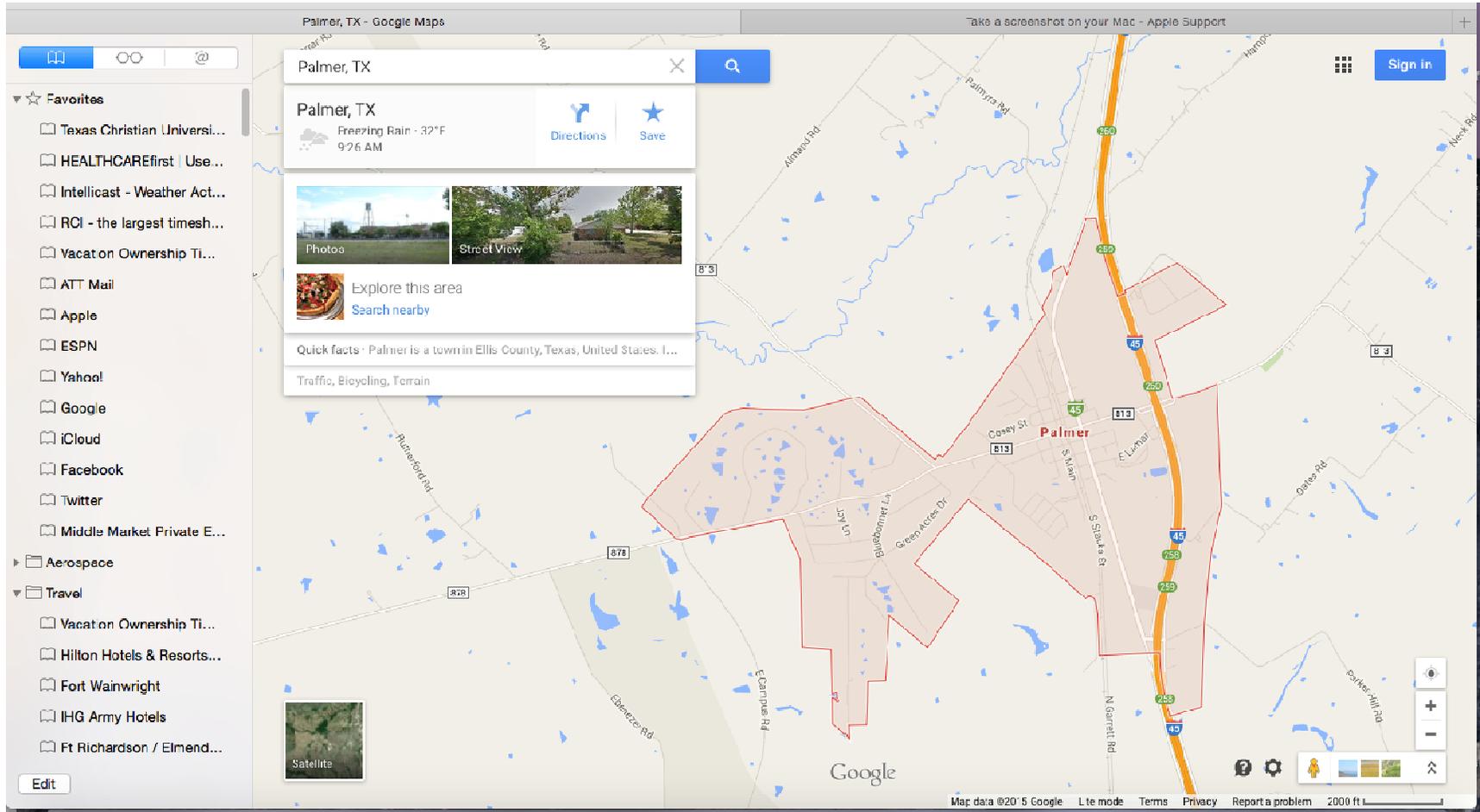
Ferris City Limits



Return



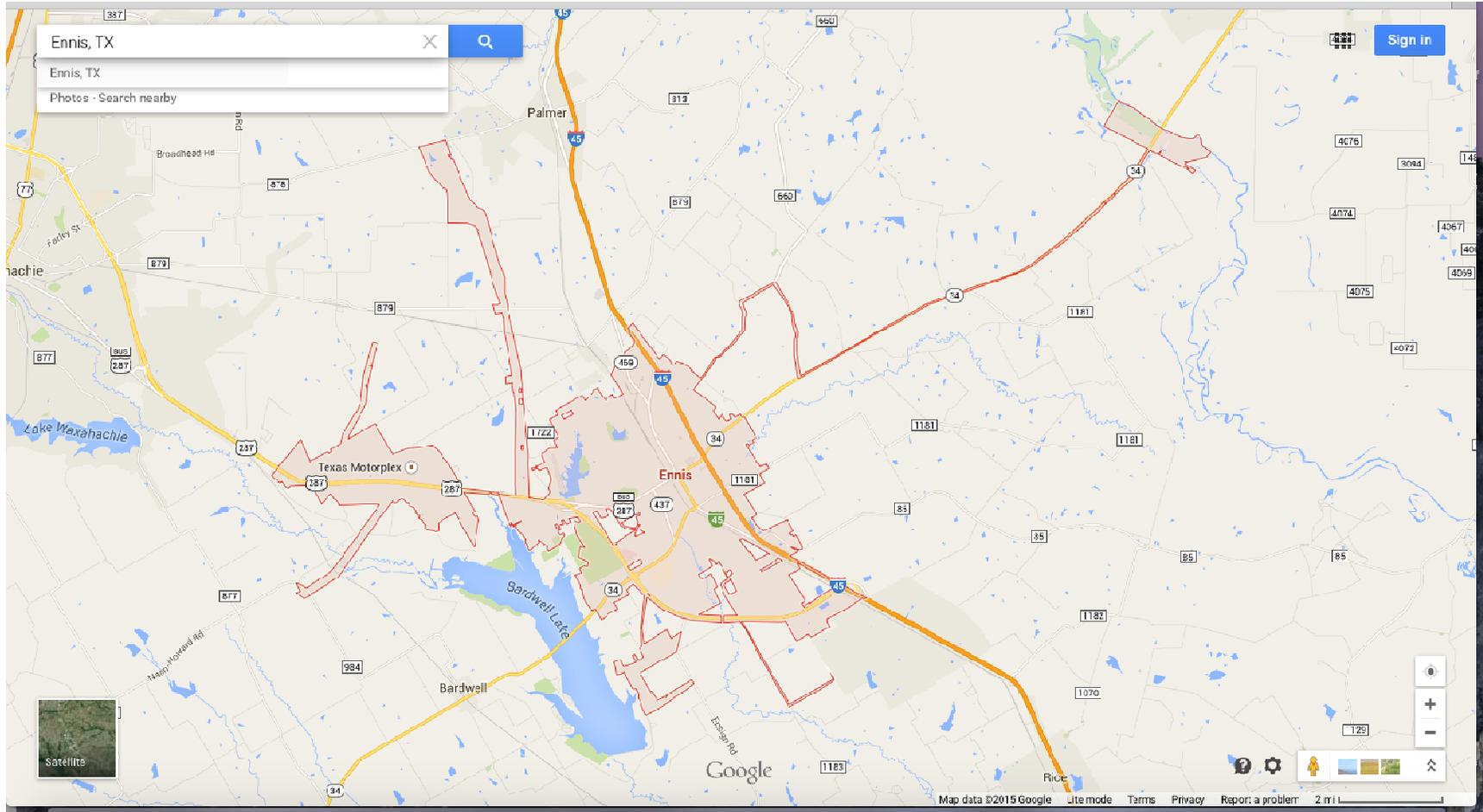
Palmer City Limits



Return



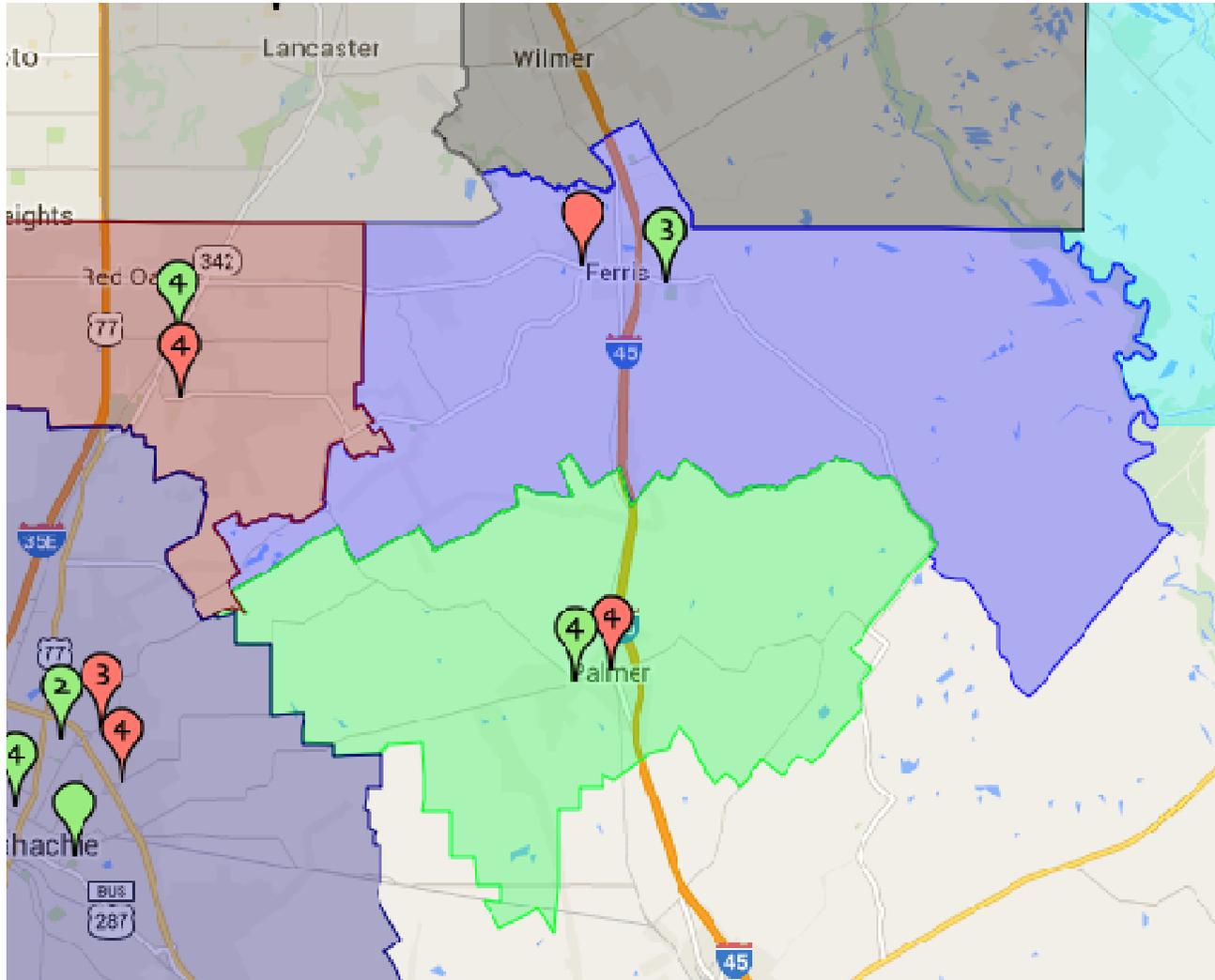
Ennis City Limits



Return



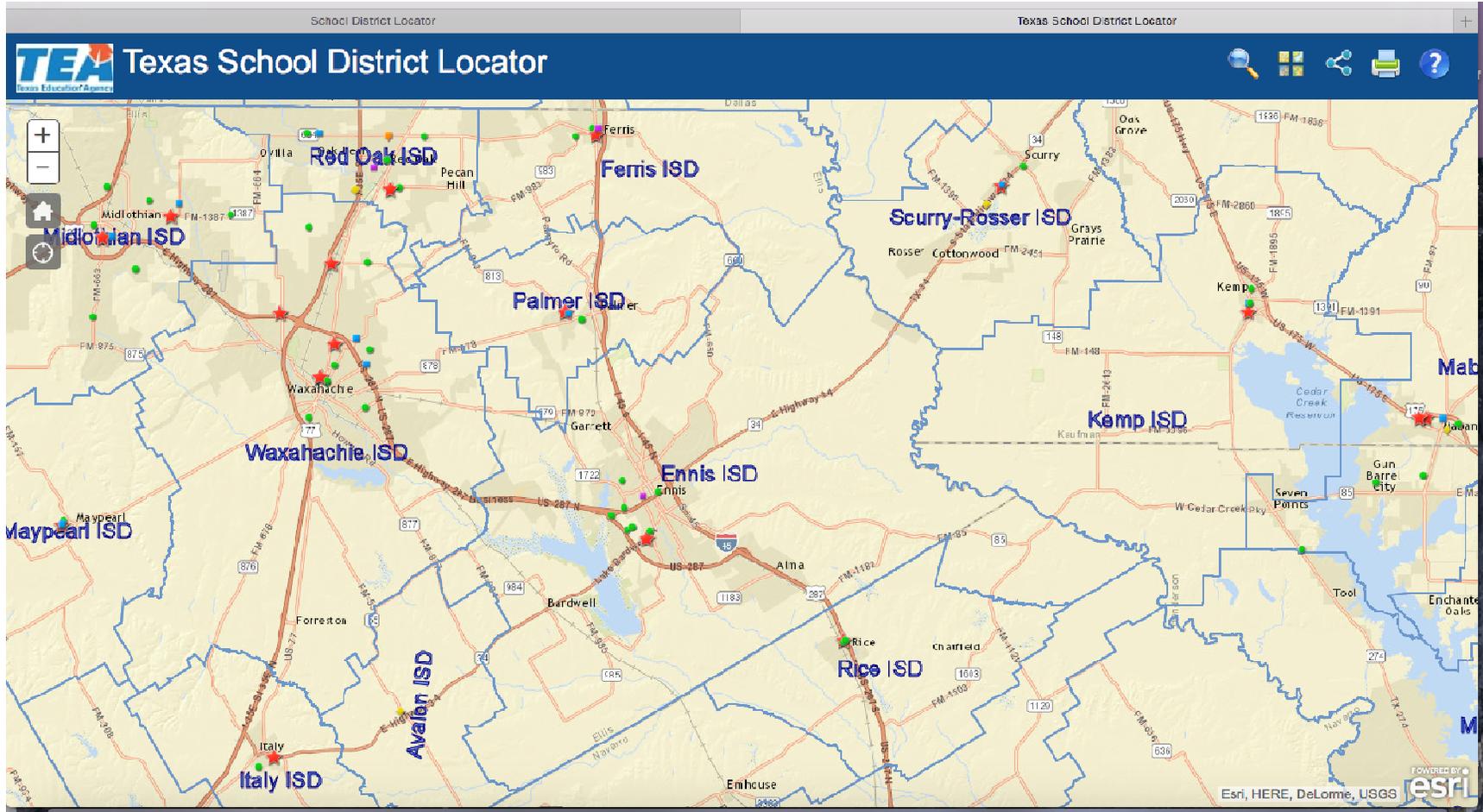
School District Boundaries



Return



Ellis County School Districts





Draft Resolution (Ferris)

ORDINANCE(Or RESOLUTION) NO. _____

ORDINANCE OF THE CITY OF **FERRIS**, TEXAS AUTHORIZING AND APPROVING THE (“**COMMUNITY DEVELOPMENT SUB-REGIONAL PLANNING COMMISSION (CDSRPC)**” BE FORMED; AUTHORIZING INTERLOCAL COORDINATION WITH OTHER MUNICIPALITIES, COUNTIES, AND OTHER GOVERNMENTAL UNITS; AND PROVIDING OPEN MEETINGS.

Came before the City Council of **Ferris**, Tex on the ____ day of _____, 2015, the matter of authorizing and approving the creation of a sub-regional planning commission within Region 4, known as the (North Central Texas Council Of Government), to be known as the **Community Development Sub-Regional Planning Commission**, and authorizing to enter an Inter-local Cooperation Agreement for the purpose of joining with other governing units within Region 4;

WHEREAS, Chapter 391, Texas Local Government Code, authorizes any combination of counties and/or municipalities to agree to establish a commission to plan for sub-region; and

WHEREAS, the governing units within Region 4 have unique planning needs for which a cooperative effort among the uniquely affected governmental units to coordinate planning efforts is in the best interest of the citizens, and

WHEREAS, the City Council finds it is in the public interest and to the benefit of the residents of the city and the citizens of this state that a **Community Development Sub-Regional Planning Commission** be formed to provide for the special planning needs of the area.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY/COUNTY OF **FERRIS, TEXAS, THAT:**

Section 1. Authorization. The following actions are hereby authorized:

- A. the creation of a commission pursuant to Chapter 391, Texas Local Government Code to be known as the “**Community Development Sub-Regional Planning Commission**” (the **CDSRPC**) is authorized and approved;
- B. the City limits and extraterritorial jurisdiction shall be included within the Commission’s jurisdiction; and
- C. the Mayor, and his/her designees, are authorized to take all steps necessary or required under Chapter 391, Texas Local Government Code, to establish the **CDSRPC**, including cooperating to form appropriate Interlocal Cooperation Agreements with other municipalities or counties and other governmental units affected by the plans of such municipalities and/or counties.

Return

Draft Resolution (Ferris) – Cont.



Section 2. Purpose. The **CDSRPC's** goal is to coordinate with governmental units sharing similar needs to plan for the rapidly expanding population of the State and the unique needs of governmental units herein. Municipalities of less than 20,000 population in this region have a culture carrying forward the rural values of the State of Texas which requires consideration in planning for development which impacts the unique character of the municipalities and the other governmental units touching or affected by the municipalities and other governmental units joining **CDSRPC**. The **CDSRPC** is intended to plan for the development of the sub-region and make recommendations concerning major thoroughfares, streets, traffic and transportation studies, bridges, parks, recreation sites, public utilities, land use, water supply, sanitation facilities, drainage, public buildings, population density, open spaces, and other items relating to **CDSRPC's** general purposes. The general purpose of governmental units participating in **CDSRPC** is to:

join and cooperate to improve the health, safety, and general welfare of their residents; and plan for the future development of communities and affected areas within the sub-region so that:

- 1) the planning of transportation systems is improved;
- 2) adequate street, utility, health, educational, recreational, and other essential facilities are provided as the communities develop and the areas within the sub-region grow;
- 3) the needs of agriculture, business, and industry are recognized;
- 4) healthful surroundings for family life in residential areas are provided;
- 5) historical and cultural values are preserved; and
- 6) the efficient and economical use of public funds is commensurate with the growth of the communities and areas within the sub-region.

Section 3. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance/resolution was passed was open to the public, and public notice of the time, place and purpose of said meeting was given, as required by the Open Meetings Act, Chapter 551, Texas Government Code.

PASSED AND APPROVED on this the ____ day of _____, 2015.

CITY OF FERRIS, TEXAS:

Mayor

ATTEST:

Return



Community Development Sub-Regional Planning Commission (CDSRPC)

Governing Assembly
 1 Voting representative from;

(A) 2/3 Elected Officials.
 (B) 1/3 Citizens

Advisory Board

Voting Members IAW 391:

2/3 - Elected Officials from:

- Incorporated Municipalities
- County Gov't

1/3 - Citizens from Private Sector

- Profit & Non-profit Business
- Esquires
- Community Leaders

Non-Voting Members:

- District State Representative
- District State Senator
- School Boards,
- Water Districts,
- Emergency Service Districts,
- any political subdivision

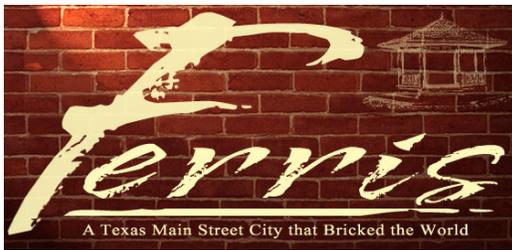
Must Adopt

- Bylaws
- Sub-regional Public Policy
i.e. No Toll Roads or HSR

COMMITTEES
 Transportation
 Community Development
 Others (as Needed)

ADMINISTRATION

President
 Vice President
 Secretary
 Treasurer
 Others (as needed)



MEMORANDUM

DATE: March 16, 2015
FROM: City Manager, Dennis Burn
TO: Mayor and City Council

**SUBJECT: In-House Repair Center Agreement
March 16, 2015 City Council Meeting**

Attached to this agenda item is an agreement with Scott Health & Safety for in house service to maintain and repair our Self Contained Breathing Apparatus (SCBA) in the Fire Department. This agreement allows the Ellis Dallas Unified Cooperative Team (EDUCT) cities to share equipment and resources for our SCBA. There are 12 cities in the EDUCT. The current practice is a third party is hired to come to Ferris for the repair or Ferris ships the equipment out. This agreement will allow Scott to train and certify our personnel to perform maintenance and repairs in-house. This reduces our equipment maintenance and repair expenses.

This agreement allows for regional cooperation between the 12 cities of EDUCT for SCBA repair and maintenance. There is no cost to Ferris to enter into this agreement and Ferris will realize annual savings.

The following cities are in the EDUCT group: Ferris, Red Oak, Glenn Heights, Lancaster, DeSoto, Waxahachie, Ovilla, Midlothian, Ennis, Duncanville, Hutchins and Cedar Hill.

This is an action item that does require a vote. I recommend that you approve the agreement and authorize the Fire Chief to sign it.

RETURN TO AGENDA

**SCOTT HEALTH & SAFETY
A SCOTT TECHNOLOGIES COMPANY**

IN-HOUSE REPAIR CENTER AGREEMENT

This In-House Repair Center Agreement (“**Agreement**”) is made this 16th day of March, 2015, by and between Scott Health & Safety, a division of Scott Technologies, Inc., a Delaware corporation, located at PO Box 569, Monroe, North Carolina, 28112 (“**Scott**”), and the City of Ferris, Texas, located at 100 Town Plaza, Ferris, Texas 75125 (the “**IRC**”).

WITNESSETH

WHEREAS, Scott has developed and manufactures a series of health and safety products, accessories, and replacement parts (collectively, the “**Scott Products**”); and

WHEREAS, the IRC has purchased and owns certain of the Scott Products; and

WHEREAS, the IRC, as an independent entity, desires to perform certified overhaul level inspection, repair, and service to such Scott Products owned by the IRC; and

WHEREAS, Scott desires to appoint the IRC as an authorized center for inspection repair and service of such Scott Products owned by the IRC, subject to all of the conditions of this Agreement, and the IRC desires to serve in such capacity.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the IRC and Scott agree as follows:

**ARTICLE I
APPOINTMENT OF THE IRC**

1.0 Appointment

Subject to the following terms and conditions Scott hereby grants the IRC the right to inspect, repair, and service the Scott Products set forth in Exhibit A attached hereto that are owned by the IRC. Exhibit A, which is incorporated by reference, may be amended from time to time by Scott at Scott’s sole discretion; and any such amendment shall be deemed to have been included on Exhibit A as if originally set forth here.

1.1 Authorized Service

The IRC acknowledges that it may not operate as an in-house repair center or authorized service center for any other entity owning or using Scott Products.

1.2 Sub-Contracted Services

IRC shall not appoint or otherwise purport to authorize anyone else who is not employed by or otherwise affiliated with the IRC to act as an in-house repair center, representative or agent of Scott to perform certified overhaul level inspection, repair or service to Scott Products without

the express written consent of Scott. The IRC hereby acknowledges the extreme health and safety risks potentially posed to users who do not receive proper service for the Scott Products from an authorized in-house repair center or authorized Scott service center.

1.3 Service Center Locations

IRC agrees to inspect, repair, and service the Scott Products from the location identified above as the IRC's address or from any service center location existing as of the date of this Agreement. The IRC agrees to provide prior written notice to Scott of any change in location(s) or address.

ARTICLE II IRC DUTIES

2.0 IRC Compliance with Applicable Procedures and Regulations

The IRC agrees to inspect, repair, service and provide training of its end users in the proper use of Scott Products in a safe, timely and professional manner; to use only Scott-authorized parts purchased from authorized Scott Distributors ("**Scott Parts**"), Scott-authorized test equipment, and Scott-authorized tools in performing such certified overhaul level inspection, repair and service; to perform all such certified overhaul level inspection, repair and service in accordance with established current and future revisions to all applicable governmental regulations and to all Scott procedures set forth in the In-House Repair Center Handbook, product manuals, instructions, guides and service bulletins.

2.1 Scott or Equivalent Training Programs

During the term of this Agreement, as set forth in Article VI herein, with respect to Scott Authorized Service Center Technician training and certification, the IRC agrees as follows:

- A.) The IRC will employ at a minimum one technician holding a current Scott Overhaul Level Certificate as described in the In-House Repair Center Handbook.
- B.) At its own expense, the IRC will cause each technician holding a Scott Overhaul Level Certificate to receive on an ongoing basis such training from Scott in inspecting, repairing and/or servicing Scott Products as necessary to retain certification.
- C.) The IRC agrees that only those technicians having a current Scott Overhaul Level Certificate ("**Scott Certified Technicians**") shall be authorized to perform overhaul level inspection, repair and service of the Scott Products listed in Exhibit A. A Scott Certified Technician can only retain his/her Scott Overhaul Level Certificate in conjunction with an authorized IRC. If the Scott Certified Technician is no longer employed by the IRC, his/her Scott Overhaul Level Certificate will automatically expire.

2.2 IRC's Maintenance of Testing Equipment

During the term of this Agreement, and as a prerequisite to any inspection, repair and service of Scott Products, the IRC agrees to purchase and maintain Scott required testing equipment as follows:

- A.) In order to maintain the quality and the National Institute for Occupational Safety and Health ("**NIOSH**") certifications of the Scott Products, being inspected, repaired

or serviced, the IRC will purchase from Scott, consistent with applicable law, such test stands or other testing equipment manufactured by Scott and/or designated by Scott required for the certified overhaul level inspection, repair, and service of Scott Products in accordance with Scott procedures. Scott manufactured test equipment or other testing equipment designated by Scott is to be maintained in good working order and calibrated following the maintenance schedule as outlined in the In-House Repair Center Handbook, or as reasonably directed by Scott. Scott manufactured test stands are to be calibrated solely for Scott Products and may be used only by Scott Certified Technicians and may not be used for testing any other device other than Scott Products.

- B.) In order to maintain the quality and the NIOSH certifications of the Scott Products being inspected, repaired or serviced, the IRC will purchase, consistent with applicable law, such commercially available test equipment specified by Scott as required for the overhaul level inspection, repair, and service of Scott Products in accordance with Scott recommended procedures. Such test equipment must be maintained in good working condition following the test equipment manufacturers' recommendations. The IRC agrees to adhere to the reasonable recommendations of the test equipment manufacturer.
- C.) If applicable, the IRC will be required to utilize software programs licensed to the IRC by Scott or third-party software suppliers for the inspection, repair and service of Scott Products. The IRC shall not share, distribute or sublicense its licensed software with or to any other person or entity.

2.3 IRC Warranty Claims

The IRC agrees that with respect to potential warranty claims on Scott Products purchased by the IRC, the IRC technicians will provide corrective action in accordance with the Warranty Procedure as described in the In-House Repair Center Handbook. The IRC agrees that the total reimbursement of any warranty claim submitted to Scott by the IRC is limited to parts replacement only. The IRC agrees to Scott's determination as final concerning the validity of all warranty claims and the total amount of reimbursement due the IRC as sole compensation for warranty service. The IRC acknowledges that it has paid no fee to Scott in connection with this Agreement.

2.4 Adequate Records

The IRC agrees to keep accurate and detailed records of all inspection, repair and service of Scott Products as per the procedure described in the In-House Repair Center Handbook. All inspection, repair and service records should be kept for a minimum of three (3) years from the date the transaction, inspection, repair, and/or service occurred.

2.5 Compliance with Certain Procedures

The IRC agrees that, if at any time the IRC receives from Scott a notification of certain procedures that the IRC is to follow concerning the recall or other safety or product improvement campaign or program, the IRC shall comply with it. If for any reason the IRC fails or refuses to comply with the procedures specified in such notification, the IRC assumes liability for non-compliance. The IRC acknowledges the necessity of complying with recall and other safety or

product improvement notices to insure the protection of the user and to comply with governmental laws, orders, rules, and regulations.

ARTICLE III
SCOTT'S DUTIES

3.0 Product and Service Information

Scott agrees to furnish the IRC from time to time with such quantities of manuals, instructions, guides, service bulletins, and other materials pertaining to the inspection, repair and service of Scott Products.

ARTICLE IV
THE PARTIES' RELATIONSHIP

4.0 The IRC is an Independent Contractor

The IRC is and will hold itself out to be an independent contractor and not an agent, partner, employee, or franchisee of Scott. As such, the IRC shall not have any right or authority to make any representation or warranty on behalf of Scott, nor to assume or create any obligation or responsibility on behalf of or in the name of Scott, nor to act for or bind Scott, nor is the IRC a legal representative of Scott, unless otherwise expressly authorized by Scott in writing.

ARTICLE V
INTELLECTUAL PROPERTY AND CONFIDENTIALITY

5.0 No Intellectual Property Rights Granted

Nothing in this Agreement shall be construed as conferring upon the IRC any right or interest in any Scott trademark or name or registration thereof, or in any Scott designs, copyrights, patents, trade secrets, trade names, signs, emblems, insignia, symbols and slogans, other marks, or any Scott intellectual property used in connection with Scott's Products.

5.1 Confidentiality

All business information and materials containing proprietary information of Scott disclosed to the IRC by Scott or its representative, agent, or employee, or otherwise learned by the IRC that were not previously in the public domain, are and shall be treated by the IRC as confidential during the term of this Agreement and at all times thereafter, except as otherwise required by freedom of information statutes applicable to the IRC.

If an open records request is submitted to the IRC requesting business information or materials containing proprietary information of Scott that is in the possession of the IRC, IRC will provide Scott reasonable notice of the request. Scott shall determine, in its sole discretion, what steps, if any, are necessary under the Texas Public Information Act or other statute under which the request is made to protect Scott's proprietary or other rights to the information or materials. If Scott takes no action with respect to the open records request following such notice, or if the Texas Attorney General rules pursuant to a written determination that the documents are subject to disclosure despite Scott's request for exemption from disclosure, the IRC shall release such information and/or materials without being in violation of the provisions under this Article.

**ARTICLE VI
TERMINATION**

6.0 Term of Agreement

This Agreement shall become effective as of the date hereof and shall continue in full force and effect unless terminated in the manner provided herein.

6.1 Termination Rights

- A.) Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other party.
- B.) It is agreed that this Agreement will automatically terminate without notice upon the occurrence of any of the following; (i) an assignment by the IRC for the benefit of creditors; (ii) the institution of voluntary or involuntary proceedings against the IRC in bankruptcy, or under any other insolvency or similar law; (iii) the dissolution of the IRC; or (iv) the failure of the IRC to comply with any of the terms, provisions, obligations, representations or warranties.

6.2 Waiver of Damages

The termination of this Agreement by either party, however brought about, shall not entitle either party to any termination or severance compensation or to any payment for any good will established by either party during the term of this Agreement or render either party liable for damages as a result of the loss of prospective profits or any expenditure, investment or obligation incurred or made by either party.

6.3 Return of Test Equipment

Upon termination or expiration of this Agreement, Scott reserves the right to require the IRC to return all manuals, instructions, guides, service bulletins, and other similar materials furnished by Scott and all Scott-manufactured test equipment (Scott Test Stands) F.O.B. Scott's plant or other destination specified by Scott, when this request is made in writing to the IRC. The IRC will be credited in the amount equal to the IRC's cost at the time of purchase of the Scott-manufactured test equipment, less any repair costs for the Scott-manufactured test equipment so as to render the equipment properly operational.

6.4 Continuing Obligations

Termination of this Agreement shall not affect the IRC's obligations under Article V hereinabove, and such obligations shall remain in full force and effect. The IRC agrees that it will not harm or attempt to harm the reputation of Scott or its products.

**ARTICLE VII
GENERAL**

7.0 No Waiver

The failure of either party to enforce at any time any provision of this Agreement, or to exercise any option which is herein provided, or to require or fail to require at any time

performance by the other party of any provision hereof, shall in no way affect the validity or act as a waiver of this Agreement, or any part hereof, or the right of either party thereafter to enforce it.

7.1 Notice

Any notice or other communication required by this Agreement will be deemed to have been duly given if deposited in the U.S. mail, postage prepaid, and addressed to the party entitled to receive it at the address set forth above.

7.2 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue for any action concerning this Agreement shall be in Ellis County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

7.3 Severability

If any term or provision of this Agreement shall to any extent be determined by a court of competent jurisdiction to be void, invalid, or unenforceable, or that such term or provision violates any law of the United States, this Agreement shall be considered divisible as to such provisions, and both the enforceability or validity of the remainder of the Agreement shall not be affected thereby.

7.4 Entire Agreement

This Agreement constitutes the entire agreement between the IRC and Scott with respect to the subject matter of this Agreement. The IRC and Scott agree that any and all prior and contemporaneous communications, either written or oral, and all previous and contemporaneous agreements, if any, between the parties with respect to the subject matter hereof are automatically canceled by the signing of this Agreement. Each party acknowledges and agrees that it is not relying upon any statement, representation, or communication of any kind not contained in this Agreement. No change, amendment, or modification of this Agreement shall be effective unless made in writing and signed by both parties.

7.5 Assignability

This Agreement cannot be directly or indirectly assigned, sold, transferred or encumbered by the IRC, in whole or in part, without authorization in writing from Scott. Scott may assign this Agreement to any affiliate of Scott, any successor to its business, or any purchaser of substantially all of its assets.

7.6 Captions

The captions contained herein shall not be deemed to be part of this Agreement but are merely for the convenience of the parties.

7.7 Insurance

The IRC shall obtain and maintain adequate comprehensive general liability insurance coverage and shall provide Scott with evidence of such insurance upon execution of this Agreement, and annually thereafter, and upon any material change in coverage.

7.8 Third-Party Beneficiaries

Scott and the IRC agree that this Agreement is solely for their benefit and those existing or future allowable successors and assigns specified in Section 7.5 of this Agreement and it does not, nor is it intended to, create any rights in favor of, or obligations owing to, any other related or unrelated parties, if any, or anyone else.

7.9 Counterparts

This Agreement may be executed in one or more counterparts, all of which together constitute one Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

SCOTT HEALTH & SAFETY
A Division of Scott Technologies, Inc.

By: _____

Greg Gatlin

Title: Director, Sales & Marketing

IN-HOUSE REPAIR CENTER

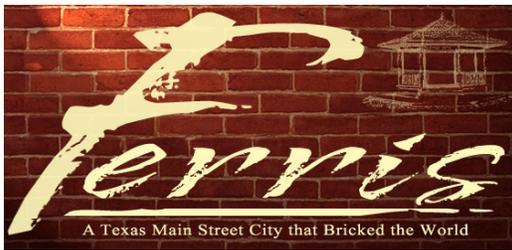
By: _____

Title: _____

Exhibit A

Scott Products
(Check All That Apply)

- Air-Pak® 2.2/3.0/4.5 SCBA**
- Air-Pak *Fifty*™ SCBA**
- NxG² SCBA**
- Air-Pak II/IIA SCBA**



MEMORANDUM

DATE: March 16, 2015
FROM: City Manager, Dennis Burn
TO: Mayor and City Council

**SUBJECT: Contract for Lease of Voting Machines
March 16, 2015 City Council Meeting**

Attached to this agenda item is an Inter Local Cooperation Contract for the Lease of Voting Machines between Ellis County and the City of Ferris. This agreement is for the lease of one voting machine for the May 9, 2015 election. Ferris will pay \$324.17 for the lease.

I recommend that you approve this contract and authorize the City Secretary to sign the contract.

**INTERLOCAL COOPERATION CONTRACT FOR THE LEASE
OF VOTING MACHINES BETWEEN ELLIS COUNTY, TEXAS AND
CITY OF FERRIS**

THIS AGREEMENT is entered into on this 9th day of February 2015, by and between the County of Ellis, a local government as defined by Article 791.003(4) of the Texas Government Code (herein "County") and City of Ennis, a local government as defined by Article 791.003(4) of the Texas Government Code, hereinafter referred to as Lessee.

RECITALS:

WHEREAS: Article 123.032(b) of the Texas Election Code provides that a political subdivision may lease equipment from a county in which the political subdivision is wholly or partly situated; and

WHEREAS: Article 123.032(c) of the Texas Election Code provides, with some limitations, that if a political subdivision desires to lease equipment owned by a county in which the political subdivision is wholly or partly situated, the county shall lease the equipment to the political subdivision under the terms agreed to by the parties; and

WHEREAS: County is the owner of certain voting machines identified as AutoMark Model A-100-00; and

WHEREAS: The purpose of Interlocal Agreements is to increase the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state; and

WHEREAS: The sharing of voting machines constitutes a "governmental function and service," as defined in Article 791.003(3) (N) of the Texas Government Code, in which the contracting parties are mutually interested; and

WHEREAS: The lease constitutes a contract or agreement described in Article 791.011(c) (2) of the Texas Government Code to provide a governmental function or service that each party to the contract is authorized to perform individually; and

WHEREAS: Lessee has expressed its desire to contract with County for the rental of the herein above described voting machines and certifies under Article 791.011(d) (3) of the Texas Government Code, that sufficient funds from current revenues are available to pay the obligation set out herein, in an amount, as required by Article 791.011(e), that fairly compensates County; and

WHEREAS: County is willing to contract with Lessee to enter into an agreement for the lease of said machines upon the terms and conditions set out hereinafter.

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to lease to Lessee the Voting Machines for a fee of **\$324.17** per machine paid in advance. Said payment is for a period of **April 23, 2015** through **May 11, 2015** and is **due by 2:00 p.m. the tenth day before the lease period begins**. Lessee agrees to pay the contract amount, prior to receiving the equipment, and no later than 10 days before the beginning of the lease period.
2. In the event the equipment leased from County to Lessee pursuant to this lease is stolen, lost, damaged, vandalized, destroyed or rendered inoperable, whether intentional or not, Lessee agrees to reimburse County for the full cost of replacement or repair of such equipment. The repair cost shall be determined by the equipment service vendor. The Lessee's payment for repair or replacement costs for damaged or lost equipment, or service cost resulting from same shall be remitted to County by Lessee within thirty (30) days of written notice of loss sent by County to Lessee.
3. County shall supply the Lessee with **ONE (1)** AutoMark Model A-100-00 machines.
4. Lessee is responsible for the following actions or functions:
 - A. Pick-Up of equipment from the Elections Administrator's Office.
 - B. Return of equipment to Elections Administration Office by 4:00 p.m. on the next business day after the election.
 - C. Ordering Optical Scan Ballots for the AutoMark.
 - D. Contacting Election System and Software, Inc., herein ES&S, for coding of AutoMark voting machines.
 - E. Reasonable care to prevent theft of or damage to the AutoMark voting machines.
5. Lessee shall designate individuals at each location to be in charge of operations who will oversee the receipt, care, custody, and control of the machines ("Designated Individuals"). Prior to delivery of the machines, Lessee shall obtain any training necessary for the proper operation and care of the machines for the Designated Individuals.
6. Lessee must designate Individuals for training in the proper operation of the AutoMark machines. ES&S may periodically provide training in the proper use of the AutoMark machines. Designated Individuals should attend such training. The Elections Administrator will also provide training to Lessees and its Designated Individuals. The Lessee shall pay any costs of training Designated Individuals, as well as other personnel it may need to properly and lawfully conduct an election. The Elections Administrator must be satisfied that the Lessee is adequately trained in the operation of the AutoMark machines prior to Lessee or its agent picking up any machines.

7. Lessee assumes full liability for the safekeeping of the Voting Machine(s) and all associated items such as inventory and supplies furnished by Ellis County. The Ellis County Elections Administrator will notify Lessee in writing of any damaged, missing, and unaccounted for machines or associated items and Lessee shall have up to thirty (30) days to research and rectify any discrepancies before payment is due. The Lessee agrees to pay for any destroyed, damaged, or missing machines or associated items.

8. Lessor is not responsible for the operation or accuracy of the machines or for the failure of the machines to operate in a proper or accurate manner. Lessee shall not be responsible for the failure of Lessee or its employees, its Designated Individual, or other agents or representatives to operate the machines properly. Lessee agrees to defend, indemnify, and hold harmless Ellis County from and against any election contest and from and against any and all claims made by any party regarding the accuracy, operation or use of the voting machines in recording or failing to record votes or for any purpose whatsoever or the training or lack of training in the proper use of the machines.

9. Lessee hereby agrees to indemnify and hold harmless County and its officers, officials, and employees from and against any loss, including claims, demands and causes of action and which loss, claim, demand or cause of action resulted from the performance or non-performance of Lessee or its agents, representatives or employees pursuant to the terms of this agreement.

10. This Agreement is entire as to all of the performance to be rendered under it. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

11. Lessee agrees to notify County of any change in the Designated Individuals within 14 calendar days of such change and will be responsible to assure the proper training of such individuals.

12. Either party hereto may voluntarily terminate this Agreement at any time upon sixty (60) days prior written notice to the other party sent as provided herein. Within seven (7) days after the date of termination, the Lessee shall return to County all Voting Machines, together with associated equipment and supplies.

13. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY: Bruce Sherbet, Ellis County Elections Administrator
106 S. Monroe St.
Waxahachie, Texas 75168

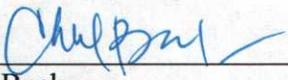
With a copy to: Patrick Wilson, County Attorney
109 S. Jackson St.
Waxahachie, Texas 75165

22. This agreement shall become effective after the authorization and approval of the governing body of Lessee acting through its presiding officer or official and upon approval by the Commissioners Court of Ellis County, Texas, as Lessor, acting through its County Judge.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

County of Ellis, State of Texas

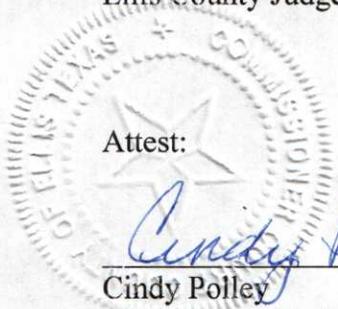
Lessee:

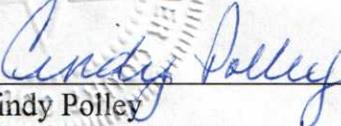


Carol Bush
Ellis County Judge

By: _____
Signature of Authorized Representative

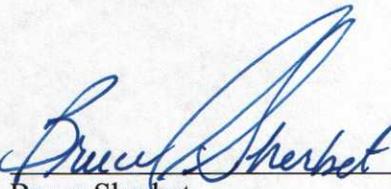
Printed Name and Title of Authorized
Representative of Lessee (City, School, or
Special District)



Attest:


Cindy Polley
Ellis County Clerk

Name of Lessee (City, School District, or
Special District)



Bruce Sherbet
Ellis County Elections Administrator

Telephone: _____

E-Mail: _____