



CITY COMMISSION
AGENDA PACKET

MAY 19, 2020



**ENNIS CITY COMMISSION MEETING AGENDA
TUESDAY, MAY 19, 2020**

**6:00 P.M. BRIEFING SESSION
6:30 P.M. REGULAR SESSION**

**CITY OF ENNIS WELCOME CENTER
BLUEBONNET ROOM
201 NW MAIN
ENNIS, TX 75119**

As authorized by Section 551.071 of the Texas Government Code - this meeting may be convened into closed Executive Session for the purposes of seeking confidential legal advice from the City Attorney on any item on the agenda at any time during the meeting.

The City of Ennis reserves the right to re-align, recess, or reconvene the Regular Session or called Executive Session or order of business at any time prior to adjournment.

NOTICE REGARDING CITY COMMISSION MEETING ATTENDANCE

As authorized by Section 551.127 - one or more Commissioners or employees may attend this meeting remotely using videoconferencing technology. The video and audio feed of the videoconferencing equipment can be viewed and heard by the public at the address posted above as the location of the meeting.

Due to the COVID-19 (coronavirus) public health emergency, current orders issued by the City of Ennis, Ellis County, and the Office of Governor Greg Abbott, a satellite viewing room will be made available for members of the public to view and participate in the meeting. Visitors will be asked to keep at least six (6) feet apart from other members of the public and City of Ennis staff. Members of the public who wish to speak during the posted Public Hearings may participate by completing a participation form that will be submitted to the City Secretary prior to the meeting. You will be called upon and allowed to address the Commission when the item you wish to speak on is read.

The meeting will also be available for viewing live at: <https://www.facebook.com/expectmoreennis/>

BRIEFING SESSION

A. CALL TO ORDER

B. REVIEW AGENDA ITEMS

C. PRESENTATIONS

1. Oath of Office for Commissioner Shirley Watson – Angie Wade, City Secretary
2. Presentation regarding Finance Plan and Future Bond Issuance - SAMCO
3. Presentation regarding Municipal Court Fines – Marty Nelson, Asst. City Manager
4. Presentation regarding City of Ennis Library Sign - Marty Nelson, Asst. City Manager
5. Recognition of new City of Ennis Employee – Marty Nelson, Asst. City Manager
 - Vikki Grimes, Payroll Administrator

D. ADJOURN

REGULAR SESSION

A. CALL TO ORDER

- a. Roll Call
- b. Invocation
- c. Pledge of Allegiance

B. COMMISSIONER UPDATES

Pursuant to Texas Government Code Section 551.0415 the Mayor and Commission may report on the following items: (1) expression of thanks, congratulations or condolences; (2) information about holiday schedules; (3) recognition of individuals; (4) reminders about upcoming City Commission events; (5) information about community events; (6) announcements involving imminent threat to public health and safety.

C. CONSENT ITEMS

1. Approval of the minutes for the May 5, 2020 City Commission Meeting.
2. Approval of a Resolution authorizing the purchase of a shade canopy for the Rotary Park Splash Pad from The Playwell Group, Inc. and Playworks, Inc. and all associated construction expenses in an amount not to exceed \$32,500.
3. Approval of a Resolution authorizing the renewal of a contract for emergency ambulance services with American Medical Response Service, Inc.
4. Approval of a Resolution reinstating Judge Joyce Lindauer as part time Associate Judge for a two-year term.

D. PUBLIC HEARING

5. Conduct a Public Hearing to hear testimony regarding Project Gameroom and amending the Ennis Economic Development Corporation FY20 budget to provide \$20,000 to fund the project.

E. INDIVIDUAL ITEMS FOR CONSIDERATION

6. Conduct a Public Hearing and consider an Ordinance approving Project Salty Lime and amending the Ennis Economic Development Corporation FY20 budget to provide \$22,936 to fund the project.
7. Discuss and consider all matters incident and related to approving and authorizing the publication of a Notice of Intent to Issue Combination Tax and Revenue Certificates of Obligation, Series 2020, in the maximum principal amount not to exceed \$25,500,000 to be used for paying all or a portion of the City's contractual obligations for the purpose of (a) acquiring, constructing, installing and equipping additions, extensions, renovations and improvements to the City's waterworks and sewer system, and the acquisition of land and interests in land and properties therefor; (b) constructing, reconstructing and improving streets, including an underpass of the Union Pacific Railroad line, sidewalks, drainage, signalization, landscaping, streetscaping, lighting, signage and utility relocation, and the acquisition of land and interests in land and properties therefor; (c) acquiring, constructing, reconstructing, improving, installing and equipping a new city hall, and the acquisition of land and interests in land and properties therefor; (d) constructing, reconstructing, improving and equipping park facilities, and the acquisition of land and interests in land and properties therefor; (e) acquisition of a fire truck; (f) renovations to, and equipping of, existing city library; (g) acquisition of vehicles and equipment for, and acquiring, constructing, installing and equipping additions, extensions, renovations and improvements to, the City's solid waste disposal system; (h) acquiring, constructing, installing and equipping an animal shelter; and (i) for the purpose of paying all or a portion of the City's contractual obligations for professional services, including engineers, architects, attorneys, map makers, auditors, and financial advisors, in connection with such projects and said Certificates of Obligation, to include the adoption of a Resolution pertaining thereto.
8. Discuss and consider approval of a Resolution authorizing the participation in the Quality Incentive Payment Program for Year 2 and the required line of credit increase to \$10,260,363 to fund.
9. Discuss and consider approval of a Resolution authorizing the execution of a Lease Agreement with Ennis School Central City Properties, LLC for property located at 107 North Sherman Street for a new City of Ennis City Hall.

10. Discuss and consider a Resolution approving Project Knox Street, whose scope includes water, sewer, storm water, and street reconstruction and authorizing expenditures in an amount not to exceed \$3,500,000 to fund the project.

F. EXECUTIVE SESSION

The City Commission will recess into closed Executive Session pursuant to Texas Government Code:

- a. Section 551.074 – Personnel matters; to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee:

• City Manager

G. RECONVENE INTO OPEN SESSION

11. Discuss and consider taking action necessary as a result of the Executive Session

H. ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Ennis City Hall, a place convenient and readily accessible to the general public, as well as to the City's website at www.ennistx.gov and said Notice was posted prior to the following date and time: Friday, May 15, 2020; 5:00 P.M. and remained posted for at least two hours after said meeting was convened.

Angie Wade

ANGIE WADE, TRMC, CMC
City Secretary

City of Ennis City Council meetings are available to all persons regardless of disability. If you require special assistance, please contact the City Secretary at (972) 875-1234 or write to: PO Box 220, Ennis, TX 75120, at least 48 hours in advance of the meeting.

- PURSUANT TO SECTION 30.07, PENAL CODE (TRESPASS BY LICENSE HOLDER WITH AN OPENLY CARRIED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS MEETING ROOM WITH A HANDGUN THAT IS CARRIED OPENLY.

- CONFORMIDAD CON LA SECCION 30.07 CODIGO PENAL (PREVARICACION POR EL TITULAR DE LA LICENCIA CON UNA ARMA DE MANO LLEVADA ABIERTAMENTE), UNA PERSONA CON LICENCIA BAJO EL SUBCAPITULO H, CAPITULO 411, CODIGO DE GOBIERNO (LEY DE LICENCIAS ARMA DE MANO), NO PUEDE ENTRAR A LA SALA DE REUNION CON UNA ARMA DE MANO QUE ES LLEVADO ABIERTAMENTE.

- PURSUANT TO SECTION 30.06, PENAL CODE (TRESPASS BY HOLDER OF LICENSE TO CARRY A CONCEALED HANDGUN), A PERSON LICENSED UNDER SUB-CHAPTER H, CHAPTER 411, GOVERNMENT CODE (CONCEALED HANDGUN LAW), MAY NOT ENTER THIS PROPERTY WITH A CONCEALED HANDGUN

- ACUERDO CON LA SECCION 30.06 CODIGO PENAL (PREVARICACION POR EL TITULAR DE LA LICENCIA PARA LLEVAR UNA ARMA OCULTA), UNA PERSONA CON LICENCIA BAJO EL SUBCAPITULO H, CAPITULO 411 CODIGO DEL GOBIERNO (LEY ARMAS OCULTAS), NO PUEDE ENTRAR A ESTA PROPIEDAD CON UN ARMA OCUL TA



PRESENTATIONS



ENNIS
TEXAS

The bluebonnet spirit of Texas

Employee Recognition





**Vikki
Grimes**

New Employment

Department: Human Resources

Job Title: Payroll Administrator

Hire Date: April 27, 2020

Vikki grew up and lives in Groesbeck, Texas. She brings to Ennis, prior experience in Payroll and Accounting in various roles including Finance Officer at City of Groesbeck and Finance Director with the City of Marlin. She is excited to join the City of City of Ennis and to have great benefits.

Hobbies:

- Raising Horses and Cattle
- Camping
- Riding Motorcycles
- Spending time with Family

*The bluebonnet
spirit of Texas*



ENNIS CITY COMMISSION BRIEFING SESSION MINUTES
TUESDAY, MAY 5, 2020

A. CALL TO ORDER

Mayor Juenemann called a Briefing Session of the Ennis City Commission to order on Tuesday, May 5, 2020 at 6:05 P.M. in the Ennis Welcome Center, Bluebonnet Room, 201 NW Main, Ennis, Texas 75119.

Assistant City Manager Marty Nelson, Interim City Manager Davie Willard, City Secretary Angie Wade, Finance Director Stephen Barnes, Health Official Chauncy Williams, Fire Marshall Chad Wester, Fire Chief Jeff Aycock, and City Attorney Brenda McDonald were present.

The invocation was given by Fire Chief Jeff Aycock. Mayor Juenemann led the Pledge of Allegiance.

B. REVIEW AGENDA ITEMS

Mayor Juenemann read the agenda, no discussion.

C. PRESENTATIONS

a. Fire Marshall Chad Wester and Health Official Chauncy provided an update on COVID19 cases in Ellis County stating there were 61 active cases, 6 deaths, 129 recovered for a total of 196. Staff has provided guidelines on reopening to restaurants and churches as a result of Governor Abbott allowing certain businesses to open effective April 27. Hair and nail salons will begin reopening May 8th.

b. Finance Director Stephen Barnes presented the FY20 2nd quarter Financial Report stating that revenues and expenditures are both on target for mid year.

c. City Secretary Angie Wade administered the Oath of Office to incoming Mayor Pro Tem Jake Holland. Mayor Pro Tem Holland will serve a 3 year term expiring May 2023.

d. Mayor Juenemann recognized outgoing Mayor Pro Tem Matthew Walker. Mayor Pro Tem Walker served from 2013 to 2020 and was thanked by all present for his dedicated service to the City of Ennis. Mayor Juenemann presented him with a personalized clock and photo from the Commission members and staff.

D. ADJOURN

Mayor Juenemann adjourned the Briefing Session at 6:30 PM

ENNIS CITY COMMISSION REGULAR SESSION MINUTES
TUESDAY, MAY 5, 2020

A. CALL TO ORDER

Mayor Juenemann called a Briefing Session of the Ennis City Commission to order on Tuesday, May 5, 2020 at 6:05 P.M. in the Ennis Welcome Center, Bluebonnet Room, 201 NW Main, Ennis, Texas 75119.

A quorum was present to wit:

Mayor Juenemann	present	Commissioner Hejny	present via zoom
Mayor Pro Tem Holland	present	Commissioner Watson	present via zoom
Commissioner Pruitt	present	Commissioner Honza	present via zoom
Commissioner Hernandez	present		

Assistant City Manager Marty Nelson, Interim City Manager David Willard, City Secretary Angie Wade, Finance Director Stephen Barnes, Health Official Chauncy Williams, Fire Marshall Chad Wester, Fire Chief Jeff Aycock, and City Attorney Brenda McDonald were present.

The invocation was given by Fire Chief Jeff Aycock
Pledge of Allegiance was led by Mayor Juenemann

B. COMMISSION UPDATES

Commissioner Hernandez thanked all first responders and asked staff to be sure to thank teachers, health care workers, and the Parks Department.

C. CONSENT ITEMS

- 1. Approval of the minutes for the May 5, 2020 City Commission Meeting.**
- 2. Approval of the FY2020 2nd Quarter Investment Report.**
- 3. Approval of additional 2020 Historic Landmark Tax Exemption refunds totalling \$2,379.01.**

Mayor Juenemann read the consent agenda items. Commissioner Hernandez made a motion, seconded by Commissioner Honza, to approve the consent agenda as read. A vote was cast, 7 in favor 0 against. Motion passed.

D. PUBLIC HEARING

- 4. Conduct a public hearing to hear testimony regarding project Salty Lime and amending the Ennis Economic Development Corporation FY2020 budget to provide \$22,936 to fund the project.**

Mayor Juenemann read the item and opened the public hearing. Assistant City Manager Marty Nelson reported that the project was a restaurant at the Livery, 213 W. Ennis Ave; the grant will defray the cost of the grease trap and kitchen hood system. No one spoke and the public hearing was closed.

E. INDIVIDUAL ITEMS FOR CONSIDERATION

- 5. Conduct a public hearing, discuss and consider approval of an Ordinance amending the Zoning Ordinance of the City of Ennis, Texas, from “R-10” Single Family Residential District to “R-5-PD” Single Family Residential District-5 Planned Development #5 for an approximately 49.282 acres lot, tract, or parcel of land situated in the J. Steadman Survey, Abstract No. 1025 and the I. Sheppard Survey Abstract No. 1011 Ellis County, Texas (Ellis CAD ID 191274, fronting Crisp Rd near I45). Requested by Byron Walker. P&Z Case 20.04.01**
Mayor Juenemann read the item. Assistant City Manager Nelson informed the Commission that the P&Z case had been rejected by the Planning and Zoning Commission on April 28th but that staff felt confident they could work with the developer and recommends approval. Jeffrey Browning, 1880 Alsdorf, project developer and representing Byron Walker, provided a history of the property and failed attempts to develop it as an R10. He spoke in favor of rezoning to R5 PD#5. Tom Gauber, 1120 N. Westmoreland, DeSoto, TX, CEO of Wildwood Development, stated that the homes would range from \$200,000 - \$400,000, spoke in favor of rezoning to R5 PD#5. Commissioner Hejny related concerns over the traffic at Crisp Rd. and I45 as well as the light at 88 and Crisp Rd. but also

stated that he liked the presented mix of lot sizes. City Attorney McDonald stated that the Planned Development agreement would be tied to the lot size. Mayor Juenemann opened the public hearing. Ronald Mraz, 320 Sunridge Dr., spoke against the zoning change to R5 PD#5
Carol Mraz, 320 Sunridge Dr., spoke against the zoning change to R5 PD#5
Dianne Froussard, 1600 Crisp Rd., spoke against the zoning change to R5 PD#5
CJ Skrivanek, 2268 Crisp Rd., spoke against the zoning change to R5 PD#5
Holly Jansen, 5322 Tremont, Dallas, TX, spoke against the zoning change to R5 PD#5
Ronald Haskovec, 261 Sunridge Dr., spoke against the zoning change to R5 PD#5
Randy Mitchell, 1604 Crisp Rd., spoke against the zoning change to R5 PD#5
Susan Jansen, 1704 Crisp Rd., spoke against the zoning change to R5 PD#5
Joyce Lindauer, 167 Isom Rd., spoke in favor of the zoning change to R5 PD#5
James Sanders, 1804 Crisp Rd., spoke against the zoning change to R5 PD#5
Cindy Sanders, 1804 Crisp Rd., spoke against the zoning change to R5 PD#5
Mayor Juenemann closed the public hearing. Mayor Pro Tem Holland stated that he would be abstaining from conversation regarding the zoning change and would not be voting.
Commissioner Hernandez made a motion, seconded by Commissioner Pruitt, to approve an ordinance amending the zoning ordinance from from “R-10” Single Family Residential District-10 to “R-5-PD” Single Family Residential District-5 Planned Development #5 for an approximately 49.282 acres lot, tract, or parcel of land situated in the J. Steadman Survey, Abstract No. 1025 and the I. Sheppard Survey Abstract No. 1011 Ellis County, Texas. A vote was cast, 6 in favor, 0 against. Mayor Pro Tem Holland abstained. Motion passed.

[Mayor Juenemann called for a short break; Commission reconvened at 8:23 PM]

6. Conduct a public hearing, discuss and consider approval of a Special Use Permit for a tattoo establishment in Suite C of 811 E. Ennis Avenue. Requested by Jose Gonzales Jr. P&Z case 20.04.02

Mayor Juenemann read the item and opened the public hearing. Commissioner Watson made a motion, seconded by Commission Hernandez, to approve a Special Use Permit for the tattoo establishment at 811 E. Ennis Avenue, Suite C. A vote was cast, 7 in favor, 0 against. Motion passed.

7. Discuss and consider approval of a Resolution finding that Oncor Electric Delivery Company LLC’s application for approval to amend its distribution cost recovery factor to increase distribution rates within the City should be denied, authorizing participation with Oncor Cities Steering Committee, authorizing hiring of legal counsel and consulting services, and fining that the City’s reasonable rate case expenses shall be reimbursed by the company.

Mayor Juenemann read the item. Commission Hejny made a motion, seconded by Commissioner Pruitt to approve the item as read. A vote was cast, 7 in favor, 0 against. Motion passed.

8. Discuss and consider approval of a Resolution authorizing the City Manager to execute an agreement with Schaumburg & Polk, Inc. for professional engineering services related to Sanitary Sewer Modeling in a sum not to exceed \$58,400.

Mayor Juenemann read the item. Commissioner Pruitt made a motion, seconded by Commissioner Honza, to approve a resolution with Schaumburg & Polk for engineering services related to the Sanitary Sewer Modeling in a sum not to exceed \$58,400. A vote was cast, 7 in favor, 0 against. Motion passed.

G. ADJOURNMENT

With no other business before the Commission, Mayor Juenemann declared the meeting adjourned at 8:30 P.M.

ATTEST:

CITY SECRETARY

APPROVED:

MAYOR

RESOLUTION NO.

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF ENNIS APPROVING THE PURCHASE OF A SHADE STRUCTURE FOR THE SPLASH PAD AND ASSOCIATED CONSTRUCTION EXPENSES NOT TO EXCEED THE AMOUNT OF \$32,500.00, TO PROVIDE INSTALLATION AND DELIVERY OF PRODUCTS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission has acknowledged the need for improvements to the park system through the adoption of the Parks Master Plan and Community Improvement Projects (CIP); and

WHEREAS, the City Commission has recognized the specific need for a Splash Pad at Rotary Park and within the Parks Master Plan; and,

WHEREAS, The Playwell Group, Inc and Playworks, Inc has provided a proposal for products, installation and shipping totaling \$32,106.57.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS AS FOLLOWS:

SECTION 1. That the Playwell Group, Inc. and Playworks, Inc. will provide all quoted products and delivery for a shade canopy for the splash pad and associated components to be delivered and installed at Rotary Park located within the City of Ennis.

SECTION 2. That this resolution shall become effective upon its passage and approval.

PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS on this 19th day of May 2020.

APPROVED:

ANGELINE JUENEMANN, Mayor

ATTEST

ANGIE K. WADE, City Secretary

RESOLUTION NO.

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, AUTHORIZING THE RENEWAL OF A SERVICE CONTRACT FOR EMERGENCY AMBULANCE WITH AMERICAN MEDICAL RESPONSE SERVICE, INC; (AMR) ESTABLISHING A CONTRACT TERMINATION DATE; ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City of Ennis currently contracts for emergency ambulance service with AMR.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, AS FOLLOWS:

Section 1. The initial term of the contract with American Medical Response (AMR) for ambulance service will expire on January 1, 2021.

Section 2. The City of Ennis will renew the service contract with AMR for ambulance service to become effective October 1, 2020 in order to align with the City's fiscal year.

Section 3. This agreement shall continue in full force and effect for two (2) years through 0700 hours, October 1, 2023.

Section 4. This agreement shall be reviewed for one or more extension terms of two (2) years at the city's discretion.

Section 5. That this resolution is effective upon approval by the City Commission.

PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, on this 19th day of May 2020.

APPROVE:

ANGELINE JUENEMANN, Mayor

ATTEST:

ANGIE WADE, City Secretary

Service Contract

With



For

Ambulance Services



Ellis County Contract- City of Ennis

This Ambulance Services Contract (“Agreement”) is made and entered into this 19th day of May, 2020 by and between the City of Ennis and American Medical Response Ambulance Service, Inc., a Delaware corporation (“AMR”) for services to be provided collectively to the public entities of the Cities of Waxahachie, Ennis, and Red Oak as well as Ellis County (the “Entities”).

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

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

1. Exclusive Operating Area.

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

2. Ambulance Services.

- 2.1 AMR shall respond, or request that a mutual aid provider or Subcontractor respond, to all requests for Services within the Service Area from a Communications Center.

Ellis County Contract- City of Ennis

- 2.2 AMR shall respond to all requests for Services from a Communications Center using an MICU Ambulance. Each MICU Ambulance shall be staffed with two personnel, at least one (1) of whom shall be licensed or certified as an Emergency Medical Technician-Paramedic (“Paramedic”) and at least one of whom shall be licensed or certified at the level of EMT-Basic.
- 2.3 All ambulances used to provide Services (the “Ambulances”) shall be licensed and equipped with all supplies and equipment required by State law and shall be maintained in good working order in accordance with AMR’s maintenance policies and procedures. The Ambulances shall also comply with the vehicle specifications set forth in **Appendix F**.
- 2.4 AMR shall perform its own dispatching. Calls received by the Primary PSAPs within the Service Area shall be immediately transferred to AMR in accordance with the Dispatch Protocols as agreed upon by all parties. The Entities agree to allow AMR access to their established radio systems in order to complete EMS radio dispatch services for the Entities. However, all radio contact to and from AMR Dispatch and AMR ambulances shall be on their own channel. AMR shall provide all radio and connectivity equipment to ensure appropriate use of established radio system(s). AMR shall work collaboratively with the Entity’s officials in the development of appropriate radio Dispatch Protocols.
- 2.5 AMR, its Ambulances and AMR Personnel shall comply with all federal, State and local laws. Without limiting the foregoing, all AMR personnel and Ambulances shall be fully licensed or certified as required by law and shall comply with all licensing, certification or other laws.
- 2.6 AMR shall perform the Services in accordance with prevailing standards of care in the ambulance industry. To help ensure maintenance of such standards, AMR shall operate a quality improvement program consistent with industry standards.
- 2.7 AMR shall perform the additional services specified in Appendix B.

3. Response Time Standards; Deployment.

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

4. Term.

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

Ellis County Contract- City of Ennis

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

5. Entity Considerations:

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

- a. The City of Ennis: \$76,743.00
- b. The subsidy of each Entity is payable in four (4) equal payments which shall be made by the tenth (10th) day of the month following the end of the quarter.

5.2 Subsidy Redetermination:

- a. A price redetermination may be considered by the Entities' Governing Bodies only on October 1st of each year of the Agreement. All requests for price redetermination shall be in written form, shall be submitted at least ninety (90) days prior to October 1st of each year and shall include supporting documentation.
- b. AMR shall renew the contract and accept all recommended changes while asking for no more than a 3% annual increase to the current subsidy in accord with Section 7.3 herein.
- c. In order to receive consideration for a price redetermination, AMR must be in good standing, meet the minimum requirements of the Agreement, and be performing at or above the level of the Response Time Compliance standards.

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

6. Termination.

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

- a. Failure to operate the system in a manner consistent with Federal, State and Local laws, rules and regulations;
- b. Failure to provide Services consistent with the prevailing standards of care in the ambulance industry, such that the continued delivery of such Services would pose a serious and imminent threat to the health and safety to the residents of the Service Area;

Ellis County Contract- City of Ennis

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

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- 6.2 As a condition precedent to termination by the Entities, the Entities shall provide AMR with no less than thirty (30) days' advance written notice citing, with specificity, the basis for the Material Breach (the "Breach Notice"). In the event AMR shall have cured the Material Breach within such thirty (30) days' period, or such longer period as may be specified in the Breach Notice, this Agreement shall remain in full force and effect. In the event the Entities reasonably deem AMR to remain in Material Breach as of the end of the notice period specified in the Breach Notice, the Entities shall provide AMR with a notice of termination ("Termination Notice") setting forth the specific reasons the Entities believe AMR remains in Material Breach and the effective date of termination ("Termination Date"), which shall be no less than thirty (30) days from the date of the Termination Notice.
- 6.3 AMR may appeal the Breach Notice or Termination Notice by filing a notice of appeal ("Appeal Notice") with the Governing Body(ies) of the Entity(ies) at least twenty (20) days prior to the Termination Date. Following receipt of such Appeal Notice, the Governing Body(ies) shall hold a hearing as soon as reasonably practicable, in which AMR shall be entitled to contest the Breach Notice and/or Termination Notice, as the case may be. The Governing Bodies may affirm or reverse the Breach or Termination Notice or may provide AMR with additional time within which to cure the Material Breach. Notwithstanding Section 6.2, this Agreement shall remain in effect until the Governing Body(ies) has issued a written decision following the appeal. The written decision of the Governing Body(ies) shall be binding on the parties. Notwithstanding the foregoing, nothing herein shall impair the rights of either party to seek damages or such other relief as may be available under applicable law in a court of competent jurisdiction.
- 6.4 AMR shall post a performance bond in the amount of five hundred thousand (\$500,000) to each Entity to secure its performance hereunder. Such performance bond may consist of either a surety bond issued by a licensed insurer or surety or a letter of credit issued by a licensed bank. In the event of termination by the Governing Body(ies) due to Material Breach by AMR, the Governing Body(ies) shall be entitled to draw on such performance bond.
- 6.5 AMR may terminate this Agreement with or without cause upon one hundred eighty (180) days' written notice to the Entities. Termination with a shorter period of notification shall result in reimbursement of five hundred thousand dollars (\$500,000) to each Entity.
- 6.6 In the event of termination by either party for any reason, or of expiration of this Agreement, AMR shall cooperate with the Entities and with the successor provider to help ensure a smooth transition.
- 6.7 AMR and Entities herein recognize that the continuation of any Agreement after the close of any given fiscal year of an Entity, which fiscal year ends on September 30 of each year, shall be subject to the Entity's Governing Body's approval. In the event Ennis' Governing Body does not approve the appropriation of funds for this Agreement, this Agreement shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligation hereunder.
- 6.8 The exercise of any rights or remedies provided for herein shall in no way limit the Entities exercise of any additional rights or remedies available at law or in equity.

7. Billing and Payment.

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

8. Records.

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

9. Mutual Cooperation.

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

10. Insurance.

Each party shall maintain, throughout the term of this Agreement, the insurance coverage specified in **Appendix K**. Each party shall furnish to the other certificates evidencing such coverage prior to

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the effective date hereof, and each party shall endeavor to provide no less than thirty (30) days' advance written notice to the other party prior to the diminution or cancellation of such coverage.

11. Indemnification.

TO THE EXTENT ALLOWABLE UNDER TEXAS LAW, AMERICAN MEDICAL RESPONSE AMBULANCE SERVICE, INC., A DELAWARE CORPORATION, ITS OFFICERS, DIRECTORS, PARTNERS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES AND/OR TRUSTEES (COLLECTIVELY REFERRED TO AS "AMR" FOR PURPOSES OF THIS SECTION), AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY OF ENNIS AND ITS OFFICERS, COMMISSION MEMBERS, REPRESENTATIVES, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "ENNIS" FOR PURPOSES OF THIS SECTION) FROM ANY AND ALL CLAIMS (INCLUDING PATENT, COPYRIGHT AND INFRINGEMENT), DEMANDS, DAMAGES, INJURIES (INCLUDING DEATH) LIABILITIES, AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS OF DEFENSE) ARISING DIRECTLY OR INDIRECTLY OUT OF THE OPERATION OR PERFORMANCE OF AMR UNDER THIS CONTRACT. THE ENNIS WILL NOT ACCEPT LIABILITY FOR INJURIES THAT ARE THE RESULT OF THE NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION OF AMR. AMR AGREES TO ACCEPT LIABILITY FOR INJURIES TO ITSELF OR OTHERS CAUSED BY ITS OWN NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION. THIS INDEMNIFICATION PROVISION IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST ENNIS BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS CONTRACT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN AMR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH AMR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, ENNIS SHALL HAVE THE RIGHT TO APPROVE DEFENSE COUNSEL TO BE RETAINED BY AMR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY ENNIS, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY ENNIS IN WRITING. SUCH APPROVAL BY ENNIS SHALL NOT BE UNREASONABLY WITHHELD. ENNIS RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, ENNIS IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY ENNIS IS NOT TO BE CONSTRUED AS A WAIVER OF ENNIS' OBLIGATION TO DEFEND ITSELF OR AS A WAIVER OF AMR'S OBLIGATION TO INDEMNIFY ENNIS PURSUANT TO THIS AGREEMENT.

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AMR SHALL RETAIN ENNIS-APPROVED DEFENSE COUNSEL WITHIN TEN (10) BUSINESS DAYS OF ENNIS' WRITTEN NOTICE THAT ENNIS IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS CONTRACT. IF AMR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, ENNIS SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND AMR SHALL BE LIABLE FOR ALL COSTS AND FEES INCURRED BY ENNIS (NOT TO EXCEED \$350.00 PER HOUR).

THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

12. Dispute Resolution.

12.1 All disputes which in any manner arise out of or relate to this Agreement or the subject matter thereof, may be resolved by binding arbitration in accordance with the provisions of this section and the Commercial Arbitration Rules of the American Arbitration Association. In that event:

12.2 There shall be one (1) arbitrator.

12.3 If the parties shall fail to select a mutually acceptable arbitrator within ten (10) days after the demand for arbitration is mailed, a single arbitrator shall be selected in accordance with the Commercial Arbitration rules of the American Arbitration Association.

12.4 The parties shall have the rights of discovery as provided for by applicable Texas law.

12.5 Arbitration shall take place in Texas, unless the parties otherwise agree.

12.6 Notwithstanding the foregoing, because time is of the essence of this Agreement, the parties specifically reserve the right to seek a judicial temporary restraining order, preliminary injunction, or other similar short term equitable relief, and grant the arbitrator the right to make a final determination of the parties' rights, including whether to make permanent or dissolve such court order. Further, nothing herein shall be construed as requiring arbitration of claims brought by patients or other third parties.

13. Miscellaneous Provisions.

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

If to City of Ennis:

City of Ennis
Attn: City Manager
115 W. Brown
Ennis, Texas 75119

With Mandatory Copy to:

If to AMR:

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

With Mandatory Copy to:

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Ennis Fire Department
Attn: Fire Chief
206 S. Dallas
Ennis, Texas 75119

Legal Department
American Medical Response, Inc.
6363 S Fiddler's Green Circle, 15th Floor
Greenwood Village, Colorado 80111

Brenda N. McDonald
City Attorney
Messer Fort and McDonald, PLLC
6371 Preston Road, Suite 200
Frisco, Texas 75034

- 13.2 AMR shall maintain compliance with the Texas Administrative Code, Chapter 157 Emergency Medical Care.
- 13.3 This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state. The obligations of the parties to this Agreement shall be performable in Ellis County, Texas, and if legal action is necessary in connection with or to enforce rights under this Agreement, exclusive venue shall lie in Ellis County, Texas.
- 13.4 This Agreement (including the Appendixes and any attachments thereto, which are incorporated herein by this reference) constitutes the entire Agreement between the parties with respect to the subject matter hereof, superseding all prior oral and written agreements with respect thereto, and no amendment shall be valid unless it is documented in a written instrument duly executed by the party or parties making such amendment.
- 13.5 AMR agrees not to differentiate or discriminate in its provision of Services to patients because of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, disability or age.
- 13.6 Nothing in this Agreement shall be construed to confer upon any person, any remedy or claim as third-party beneficiaries or otherwise. No waiver of any breach of any provision of this Agreement shall be deemed a waiver of any preceding or succeeding breach. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.
- 13.7 Neither party may assign this Agreement nor any rights hereunder, nor may they delegate any of the duties to be performed hereunder without the prior written consent of the other party, except as provided in Section 1.2 herein. This Agreement shall be binding upon, and shall inure to the benefit of, the parties to it and their respective legal representatives, successors and assigns.
- 13.8 The prevailing party in any arbitration or other action arising from this Agreement shall be awarded attorneys' fees and costs of all such arbitration or action.
- 13.9 It is not the intent of either party to this Agreement that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing, or ordering of any services other than specific

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services described in this Agreement. Any payments or other consideration specified in this Agreement are consistent with what the parties reasonably believe to be the fair market value for the services provided.

- 13.10 In the performance of this Agreement, each party hereto shall be, as to the other, an independent contractor and neither party shall have the right or authority, express or implied, to bind or otherwise legally obligate the other. Nothing contained in this Agreement shall be construed to constitute either party assuming or undertaking control or direction of the operations, activities or medical care rendered by the other. AMR and the administrative staff of the Entities shall meet on a monthly basis to address issues of mutual concern related to the provision of Services and the parties' respective rights and obligations hereunder.
- 13.11 Each party shall comply with the privacy and security provisions of the Health Insurance Portability and Accountability Act of 1996 and the regulations thereunder ("HIPAA"). All Patient medical records shall be treated as confidential so as to comply with all state and federal laws.
- 13.12 AMR has made available to the Entities a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time-to-time, at AMR's web site, located at: www.gmr.net, and the Entities acknowledge receipt of such documents. AMR warrants that its personnel shall comply with AMR's compliance policies, including training related to the Anti-kickback Statute.
- 13.13 Each party represents and certifies that neither it nor any practitioner who orders or provide Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide Services from participation in Federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Agreement unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing Services hereunder.
- 13.14 Equal Employment Opportunity. If the provisions of Executive Order 11,246 are applicable to this Agreement, the parties incorporate the equal employment opportunity clause set forth in 41 C.F.R. part 60-1. If the provisions of Executive Order 13,201 are applicable to this Agreement, the parties incorporate the equal employment opportunity clause set forth in 29 C.F.R. part 470.
- 13.15 Each individual executing this Agreement on behalf of any party to this Agreement represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said party. This Agreement may be signed in counterparts.
- 13.16 The captions to the various clauses of this Agreement are for informal purposes only and shall not alter the substance of the terms and conditions of this Contract.
- 13.17 In case any one or more of the provision contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement

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shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

13.18 Pursuant to Texas Government Code Chapter 2270, AMR's execution of this Agreement shall serve as verification that the AMR does not presently boycott Israel and will not boycott Israel during the term of this Agreement.

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

American Medical Response Ambulance Service, Inc.:

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

City of Ennis:

By: _____
Marty Nelson, Assistant City Manager
City of Ennis, Texas

By: _____
Angie Wade, City Secretary
City of Ennis, Texas

By: _____
Angeline Juenemann, Mayor
City of Ennis, Texas

By: _____
Brenda McDonald, City Attorney
City of Ennis, Texas

By: _____
Jeff Aycock, Fire Chief
City of Ennis, Texas

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APPENDIX B

PROVIDER SERVICES

Exclusive Provider

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

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

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

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

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

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

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

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IFT Response Time Criteria Defined:

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

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

Operational Expectations

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

Staffing

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

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

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

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

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Service Deployment Model:

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

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

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

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

Replacement of Ambulances:

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

Patient Transport Considerations:

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

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

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

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

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

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

Mass Events / Proactive Preparedness:

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

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

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

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

Radio Communication and Interoperability:

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

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

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

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

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Dispatch, Reporting, and Monitoring

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

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

Community Relations:

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

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

Ellis County Contract- City of Ennis

- d. Participate in quarterly meetings, planning, and improvement with public safety partners.

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APPENDIX C

OUTCOME-CENTERED PRE-HOSPITAL EMERGENCY CARE

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

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

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

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ACS		
Number of patients with a c/o chest pain		0
Number of patients who received ASA per protocol		0
Number of patients who received 12 Lead		0
Percentage of patients who received ASA	90%	%
Percentage of patients who received 12 lead EKG	90%	%
Stroke		
Number of patients with suspected CVA		0
Number of patients treated according to protocol		0
Percentage of incidents demonstrating stroke protocol compliance	90%	%
Cardiac Arrest		
Total number of arrests		9
Number of ROSC		1
Percentage of patients with ROSC-medical	TREND	11%
STEMI		
Number of patients with suspected STEMI	TREND	3
Number of patients with suspected STEMI received 12 Lead	90%	3
Number of patients transported to PCI capable facility		3
Percentage of patients with suspected STEMI received 12 Lead capable facility	TREND	100.0%
Percentage of patients with suspected STEMI transported to PCT capable facility	TREND	100.0%
Trauma		
Total number of helicopter activations/ number of helicopter activations correctly triaged	TREND	8
Total number of trauma patients transported LIGHTS/SIRENS		0
Total number scene time <10 minutes		0
Total number of patients with spinal motion restriction		0
Total number of patients treated according to SMR protocol		0
Percentage on scene time <10 min for LIGHTS/SIRENS trauma, non-entrapped patients	TREND	0.0%
Percentage of incidents demonstrating C spine immobilization protocol adherence for LIGHTS/SIRENS	90%	0.0%
Skills		
Number of patients received IV		365
Number of patients successful IV		305
Number of patients received IO		4
Number of patients successful IO		3
Paramedic success Rate IV (overall)	TREND	83.6%

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Paramedic success Rate IO (overall)	TREND	75.0%
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APPENDIX D

AGREEMENT OVERSIGHT

Reporting and Review:

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

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

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

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

Agreement Monitoring:

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

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

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

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APPENDIX E

SUBSCRIPTION PLAN

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

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

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

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

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

Residents who subscribe to "Ambu-Care" shall enter into a separate agreement for service between themselves and AMR. Members who receive medically necessary advanced or basic life support emergency ambulance services from AMR as a result of an "emergency medical condition" shall pay nothing out of pocket.

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

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

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APPENDIX F

VEHICLE SPECIFICATIONS

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

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

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

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

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

Each AMR Ambulance shall be Type I.

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

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

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

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

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

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

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

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

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APPENDIX G

RESPONSE TIME COMPLIANCE

Dispatch:

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

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

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

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

In accordance with NFPA 1221 and 1710

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

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

9-1-1 Response Time:

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

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

9-1-1 Exemptions:

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

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

All Transports: Response Time Reports:

Any response damages will be calculated on an aggregate basis determined upon services provided within the Service Area to all Entities.

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

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

All Transports: Response Damages:

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

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

Dispatch

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

Response

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

- e. All Transports: Probation for Response Time Noncompliance:
 - (1) If AMR does not meet the 90% response time or greater in the 9-1-1 category in any two (2) consecutive month period, AMR shall be placed on probation for three (3) months. The EMS Administrators shall notify AMR when/if they are placed on probation.

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- (2) If AMR does not meet response time for at least 90% of all IFT calls for two (2) consecutive months, AMR shall be placed on probation for three (3) months. The EMS Administrators shall notify AMR when/if they are placed on probation.
- (3) If AMR is put on probation, AMR shall be required to submit a written plan within ten (10) days of being notified of Probation detailing how AMR intends to remove itself from probation.
- (4) If AMR does not meet the alarm answering times, alarm processing times, and emergency alarm processing times as stated in Appendix G under Dispatch in any two (2) consecutive month period, AMR shall be placed on probation for three (3) months. The EMS Administrators shall notify AMR when/if they are placed on probation.
- (5) In order to be removed from Probation, AMR shall achieve 90% or better response time compliance for 9-1-1 calls and IFT calls for the next three (3) months.
- (6) If there are less than 100 alarms in a respective category, for the purpose of determining compliance to the standard and assessment of penalties, the report will provide the performance on the last 100 alarms and performance will be measured against those 100 alarms.

APPENDIX G-2

Inter-Facility Transfers

Terms

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

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

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

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

Exemptions

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

APPENDIX H

NON-RESPONSE DAMAGES

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

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

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APPENDIX I

FIRST RESPONDER RESPONSIBILITIES

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

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

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

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persons to disclose whether they are an Ineligible Person and shall screen them against the Exclusion Lists.

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

D. Exclusion Lists include:

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

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

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APPENDIX J

BASE CHARGES

Charges for services to citizens for ALS Based Transport

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

CHARGE/FEE \$1,252.00

DESCRIPTION Mileage (*per Loaded Mile*)

CHARGE/FEE \$16.10

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APPENDIX K

INSURANCE

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

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APPENDIX L

Shift Supervisor Responsibilities:

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

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



AGENDA SUMMARY FORM

MEETING DATE: 5/19/2020 ITEM NO. 4

AGENDA ITEM: APPROVAL OF A RESOLUTION REINSTATING JUDGE JOYCE LINDAUER AS PART TIME ASSOCIATE JUDGE FOR A TWO-YEAR TERM.

SUBMITTED BY:

SUMMARY: The City of Ennis would like to reinstate Judge Joyce Lindauer as a part time associate judge to assist full time Judge Don Stout when needed for a two year term.

FUNDING: No additional funding.

RECOMMENDED

MOTION: Motion to reinstate Judge Joyce Lindauer as a part time associate Municipal Court Judge for a two year term.

NAME:	MOTION	SECOND	AYE	NAY
MAYOR JUENEMANN				
MAYOR PRO TEM HOLLAND				
COMMISSIONER PRUITT				
COMMISSIONER HERNANDEZ				
COMMISSIONER HEJNY				
COMMISSIONER WATSON				
COMMISSIONER HONZA				

RESOLUTION NO. 2020-0519-

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, APPOINTING JOYCE LINDAUER AS PART-TIME ASSOCIATE MUNICIPAL COURT JUDGE FOR THE MUNICIPAL COURT OF THE CITY OF ENNIS FOR A ONE YEAR TERM.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, AS FOLLOWS:

Section 1. That the City Commission hereby appoints Joyce Lindauer to serve as part-time Associate Municipal Court Judge.

Section 2. the above-stated City Commission appointment shall be for a term of two (2) years commencing on May 19, 2020 and expiring May 18, 2022.

PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, on this 19th day of May, 2020.

APPROVE:

ANGELINE JUENEMANN, Mayor

ATTEST:

ANGIE WADE, City Secretary



Economic Development Corporation

The Gameroom
(807 Lake Bardwell Drive)



Economic Development Corporation

- **The GAMEROOM**

- EDC Grant
- New Jobs = 10-12
- Approximate Project Cost = \$184,500
- Grant Requested = \$20,000
 - Plumbing
 - Grease Trap

Economic Development Project Approval Process

Definition:

1. An economic development project is any economic development expenditure in excess of \$10,000 not previously identified and approved in the annual Economic Development Corporation (EDC) budget.

Exceptions:

1. Expenditures for normal operating, maintenance and repair activities are exempted.
2. Expenditures for the acquisition, exchange or sale of real-estate are exempted with special provisions. (see special provisions)
3. Expenditures for Type A projects do not require a sixty (60) day waiting period.

Special Provisions:

1. Projects that include the acquisition, exchange or sale of real-estate:
 - a. Will be reviewed with the Economic Development Corporation and City Commission in executive session prior to any formal commitment of action (whether to sell or acquire)
 - b. These projects will then be approved by both the EDC and CC using a code name that protects the identity of the parties involved and ensures the best stewardship of public funds.

Project Approval Process:

Economic Development Corporation:

<u>Action</u>	<u>Date:</u>	<u>Method of Communication</u>
• Agenda Item	5/8/2020	Agenda (City Hall, & Web Site)
• Public notice of public hearing	5/10/2020	Local newspaper
• Public hearing	5/12/2020	Conducted during meeting
• Action authorized	5/12/2020	Minutes (posted on web site)

City Commission:

<u>Action</u>		<u>Method of Communication</u>
• Agenda Item	5/15/2020	Agenda (City Hall & Web Site)
• Public notice of public hearing	5/10/2020	Local newspaper
• Public hearing & First reading	5/19/2020	Conducted during meeting
• Public notice of public hearing	5/10/2020	Local newspaper
• Public hearing & Second reading	6/2/2020	Conducted during meeting
• Action authorized	6/2/2020	Minutes (posted on web site) Resolution / Ordinance File

Notes:

1. Public notices will include: Purpose, Location (if there is a specific location) and Amount
2. Public hearing notices required for the City Commission can be combined into one newspaper publication (with both dates specified)

NOTICE OF PUBLIC HEARINGS

ENNIS ECONOMIC DEVELOPMENT CORPORATION

ENNIS CITY COMMISSION

(PROJECT GAMEROOM)

Public hearings will be held before the Economic Development Corporation, a Type B Corporation, on **Tuesday, May 12,** 2020 at 4:00 P.M and before the City Commission of the City of Ennis on **Tuesday, May 19,** 2020 and **Tuesday, June 2,** 2020 at 6:00 P.M. in the Bluebonnet Event Room at 201 N.W. Main, Ennis, Texas, 75119, to hear testimony and consider taking action upon Project Gameroom. The purpose of the project is to defray the cost of infrastructure for a new restaurant and activity venue. The amount being considered to fund the project is \$20,000. It is requested you make your views known, either in person or by contacting Marty Nelson, Assistant City Manager, mnelson@ennistx.gov or 972-875-1234.

Publish on: Sunday, May 10, 2020

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, APPROVING PROJECT GAMEROOM, AMENDING THE ENNIS ECONOMIC DEVELOPMENT CORPORATION BUDGET FOR THE FISCAL YEAR 2019-2020, APPROPRIATING \$20,000.00 TO FUND THE PROJECT, AUTHORIZING THE EEDC PRESIDENT TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO COMPLETE THE ACTION; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission passed and approved Ordinance number 19-0903-04 dated September 3, 2019 adopting and approving a budget for the Ennis Economic Development Corporation and authorized appropriations for the fiscal year October 1, 2019 through September 30, 2020; and

WHEREAS, the Ennis Economic Development Corporation is a Type B economic development corporation, created pursuant to Chapter 505 of the Texas Local Government Code, as amended; and

WHEREAS, Section 505.158 of the Texas Local Government Code provides that for a Type B corporation authorized to be created by a municipality with a population of 20,000 or less, “project” also includes the land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the corporation’s board of directors to promote new or expanded business development.” Further, the statute provides that “[a] Type B corporation may not undertake a project authorized by this section that requires an expenditure of more than \$10,000 until the governing body of the corporation’s authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings”; and

WHEREAS, the City Commission of the City of Ennis, Texas, finds and determines that the expenditure will promote new or expanded business development, and otherwise meets the definition of “project,” as that term is defined by Section 505.158 of the Texas Local Government Code.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, AS FOLLOWS:

SECTION 1. That the foregoing recitals are hereby found to be true and correct findings of the City of Ennis, Texas, and are fully incorporated into the body of this Ordinance.

SECTION 2. That the City Commission of the City of Ennis, Texas, finds and determines that Project Salty Lime will promote new and expanded business development, and is otherwise consistent with Section 505.158 of the Texas Local Government Code.

SECTION 3. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this resolution be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said resolution which shall remain in full force and effect.

SECTION 4. That all provisions of Ordinances or Resolutions of the City of Ennis, Texas, in conflict with the provisions of this Ordinance be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 5. This Ordinance shall take effect immediately from and after its passage, as the law and charter in such cases provide.

PASSED and APPROVED on the 2nd day of June, 2020

ANGELINE JUENEMANN, Mayor
City of Ennis, Texas

ATTEST:

ANGIE WADE, City Secretary
City of Ennis, Texas

STATE OF TEXAS

§

ECONOMIC DEVELOPMENT AGREEMENT

§

GRANT

§

COUNTY OF ELLIS

§

THIS ECONOMIC DEVELOPMENT AGREEMENT (this “Agreement”) is made and entered into by and between the Ennis Economic Development Corporation (“EEDC”), a non-profit Type B corporation, and MJ Sprague, LLC., a Texas Limited Liability Corporation, hereinafter referred to as (the “Developer”), acting by and through their respective authorized officers on this _____ day of _____, 2020 (“Effective Date”). EEDC and Developer are sometimes individually referred to herein as a “Party” and are sometimes collectively referred to as the “Parties”.

RECITALS:

WHEREAS, Developer desires to develop property located in the City of Ennis, Texas (807 Lake Bardwell Drive – PID#197118) and construct improvements thereon for a restaurant and entertainment venue; and

WHEREAS, the improvements constructed by Developer will create approximately 5 new jobs and encourage new employment opportunities for the City; and

WHEREAS, Developer has advised the EEDC a contributing factor that would induce the investment of approximately \$20,000.00 to improve and maintain a facility and provide new employment would be an agreement by the EEDC to provide an economic development grant to Developer; and

WHEREAS, the EEDC is a Type B economic development corporation, created pursuant to Chapter 505 of the Texas Local Government Code, as amended; and

WHEREAS, Section 505.158 of the Texas Local Government Code provides that for a Type B corporation authorized to be created by a municipality with a population of 20,000 or less, “project” also includes the land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the corporation’s board of directors to promote new or expanded business development.” Further, the statute provides that “[a] Type B corporation may not undertake a project authorized by this section that requires an expenditure of more than \$10,000 until the governing body of the corporation’s authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings”; and

WHEREAS, the EEDC has determined that the Grant (hereinafter defined) to be made hereunder is required or suitable to promote or develop new, expanded and/or retain and enhance business development and constitutes a “project or expenditure”, as that term is defined in the Act; and

WHEREAS, Developer has requested a grant to defray the costs associated with the construction and site improvements including but not limited to plumbing, electrical, grease trap, vent hood and

other improvements (hereinafter collectively “the Improvements”); and

WHEREAS, the Improvements will further the objectives of the EEDC, will benefit the City and the City’s inhabitants and will promote local economic growth and development and stimulate business; and, such activity will create jobs in the City and will further enhance the City’s ad valorem tax base, will provide new employment opportunities within the City, and will contribute to the overall economic development of the City;

NOW, THEREFORE, by and in consideration of the mutual covenants and agreements contained herein, the EEDC and Developer hereby agree as follows:

ARTICLE I.

DEFINITIONS

Whenever used in this Agreement, the following term shall have the meaning ascribed to it:

“**Actual Cost**” means the cost attributed to and incurred for the installation of the new infrastructure and other improvements to the facilities operated by the Company as documented by invoices or other documentation acceptable to the EEDC.

“**City**” means the City of Ennis, Texas.

“**Comply**” and “**Compliance**” means full, and complete performance of each and every requirement, obligation, duty, condition, or warranty in a timely manner as stated in this Agreement. “Comply” and “compliance” shall not mean substantial compliance, which is an act of default, unless otherwise specifically stated herein.

“**Default**” and “**Act of Default**” means failure to comply, fully, and completely in a timely manner with one or more requirements, obligations, duties, terms, conditions or warranties set forth in this Agreement and the failure to correct such problem within any applicable cure periods.

“**Developer or Company**” shall mean MJ Sprague LLC and any of its partners, limited partners or affiliates.

“**Effective Date**” shall mean the date of full execution of this Agreement, by the parties.

“**EEDC**” shall mean the Ennis Economic Development Corporation.

“**Expiration Date**” shall be the date that all infrastructure and improvements are accepted by the EEDC.

“**Force Majeure**” means an act of terror committed within the United States of America that materially impairs a party’s business operations; a prolonged and unforeseen strike, riot, or occurrence of civil disobedience that materially impairs a party’s business operations; a prolonged

and unforeseen shortage of fuel, labor, or material; delay related to or caused by a severe weather event, such as a tornado, a hurricane, or flooding; interruption of utilities; fire or other casualty; or any other act of God beyond the reasonable control of the party required to perform, which could not be avoided by the exercise of due care.

“**Good Faith Dispute**” as used in this Agreement shall mean a position recognized under state law to challenge the value, amount or application of an ad valorem or sales tax applicable to the Company.

“**Grant**” shall mean an amount not to exceed TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00). Grant funds are paid in one lump sum pursuant to documentary evidence of performance by Developer.

“**Improvements**” shall mean costs including but not limited to plumbing, electrical, grease trap, vent hood and other improvements necessary to activate a new restaurant.

“**Project**” means the investment of not less than ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) to construct, improve and maintain a new restaurant and entertainment venue and provide at least 5 new jobs for one year.

ARTICLE II.

TERM OF AGREEMENT

2.1 Term. The term of this Agreement shall begin on the Effective Date and continue for a period of one (1) year.

ARTICLE III.

ECONOMIC DEVELOPMENT GRANT

3.1 Grant. Subject to the terms of this Agreement, particularly the performance criteria and conditions precedent set forth in Section 4 below, the EEDC shall pay, as an economic development grant, an amount not to exceed TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00). The purpose and intent of this economic development grant is to increase the ad valorem tax base and expand the local economy.

3.2 Payment. Following receipt of reasonably acceptable invoices, the EEDC shall, in accordance with this Agreement, pay an amount or appropriate portions thereof not to exceed TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00). Such Grant and/or portion thereof shall be paid no later than thirty (30) days after the receipt and approval of the Request for Payment.

3.3 Appropriations. The Grant provided for herein shall be paid solely from lawfully available funds that have been appropriated by the EEDC. Under no circumstances shall the EEDC’s

obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Consequently, notwithstanding any other provision of this Agreement, the EEDC shall have no obligation or liability to pay any portion of the Grant unless the EEDC appropriates funds to make such payment during the budget year in which the Grant is payable.

ARTICLE IV.

CONDITIONS TO ECONOMIC DEVELOPMENT GRANT

The obligation of the EEDC to pay the Grant shall be conditioned upon satisfactory completion of the Project and Improvements as described in Exhibit A.

4.1 Completion of Improvements. The Company shall complete or cause to be completed no later than two (2) years from the Effective Date of this Agreement, a new restaurant facility and necessary infrastructure improvements in conformity with all applicable government regulations or requirements, including, but not limited to, the City's applicable ordinances, codes and standards in the actual cost amount of not less than ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) for completion of its facility located in Ennis Texas.

4.2 Completion of the Project. The Company shall install new equipment and cause to be installed the infrastructure and begin substantial operations within one (1) year of the Effective Date of this Agreement, as provided herein.

4.3 Creation of New Jobs. The Company shall verify the creation of at least (5) full-time jobs within one (1) years after completion of the Improvements and Project, to be maintained throughout the Term of this Agreement as defined in Article II above.

ARTICLE V.

TERMINATION; RECAPTURE

5.1 Termination. This Agreement shall terminate upon any one of the following:

- (a) by the EEDC, if Company fails to complete the Conditions to the Grant before the Expiration Date;
- (b) by written agreement of the parties;
- (c) Expiration Date;
- (d) by either party in the event the other party breaches any of the terms or conditions of this Agreement and such breach is not cured within ninety (90) days after written notice thereof in accordance with this Agreement;
- (e) by EEDC, if Company suffers an Event of Bankruptcy or Insolvency;
- (f) by EEDC, if the Company has delinquent City of Ennis ad valorem or sales tax, except the parties recognize that a Good Faith Dispute may arise which shall not constitute a breach of the Agreement; and the Company returns the right to timely

- and properly protest and/or contest any such value or tax in accordance with state law;
- (g) by EEDC, if the Company has an uncured breach or default of any related tax abatement agreements; and
 - (h) by either party, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.

5.2 Recapture. Upon breach by the Company, of any obligations under this Agreement, the EEDC shall notify the Company, in writing. The Company shall have ninety (90) days from receipt of the notice in which to cure any such default. If the Company fails to cure the default within the time provided herein, or, as such time period may be extended by written agreement of the parties, then the EEDC at its sole option shall have the right to demand repayment of the incentives it has made hereunder. Upon the EEDC's election, all incentives shall be repaid, and shall become due and payable thirty (30) days after notice to Company of a non-cured default. The EEDC shall have all remedies provided by law for the collection of the grant funds. The EEDC at its sole discretion has the option to provide a repayment schedule. The obligation of the Company, to repay the grant funds to EEDC in the event of default shall survive the termination of this Agreement.

5.3 Indemnity. DEVELOPER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY COMMISSION AND ITS OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, AND CAUSES OF ACTIONS, LIABILITIES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, OF ANY NATURE WHATSOEVER, ASSERTED BY A THIRD PARTY AND ARISING DIRECTLY OUT OF DEVELOPER'S PERFORMANCE OF THIS AGREEMENT. THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE VI.

MISCELLANEOUS

6.1 Binding Agreement; Assignment. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, affiliates, administrators, executors, and permitted assigns of the respective parties. This Agreement may not be assigned without the prior written consent of the EEDC.

6.2 Limitation on Liability. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties. It is understood and agreed between the parties that Company, in satisfying the conditions of this Agreement, has acted independently, and EEDC assumes no responsibilities or liabilities to third parties in connection with these actions.

6.3 Authorization. Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

6.4 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below or on the day actually received as sent by courier or otherwise hand delivered.

If intended for EEDC, to:

Ennis Economic Development Corporation
P. O. Box 220
Ennis, Texas 75120

With a copy to:

Robert E. Hager
Nichols, Jackson, Dillard, Hager & Smith LLP
500 North Akard
1800 Ross Tower
Dallas, Texas 75201

If intended for Developer, to:

MJ Sprague, LLC
4554 East Highway 34
Italy, Texas 76651
Phone: 231-388-0371
Email: m1sprague@aol.com

With a copy to:

6.5 Entire Agreement. This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the parties that in any manner relates to the subject matter of this Agreement.

6.6 Governing Law. This Agreement shall be governed by the laws of the State of Texas, and venue for any action concerning this Agreement shall be in Ellis County, Texas.

6.7 Amendment. This Agreement may be amended by the mutual written agreement of the parties.

6.8 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.9 Recitals. The recitals to this Agreement are incorporated herein.

6.10 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

6.11 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.12 Employment of Undocumented Workers. During the term of this Agreement, the Company agrees not to knowingly employ any undocumented workers and if convicted of a violation under 8 U.S.C. Section 1324a (f), the Company shall repay the amount of the Grant and any other funds received by the Company from the EEDC as of the date of such final, unappealable decision regarding such violation within one hundred twenty (120) business days after the date the Company is finally notified by the EEDC of such violation, plus interest at the rate of six percent (6%) compounded annually from the date of violation until paid. Company is not liable for a violation of this section by a subsidiary, affiliate, or franchisee of Company or by a person with whom Company contracts.

LIST OF EXHIBITS

EXHIBIT A Property

(Signature Pages Follow)

EXECUTED on this _____ day of _____, 2020.

ENNIS ECONOMIC DEVELOPMENT CORP.

By: _____
EEDC President

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF ELLIS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, President of the Ennis Economic Development Corporation, a Texas non-profit corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said corporation, and that he executed the same as the act of said corporation for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND SEAL OF OFFICE this the ____ day of _____, 2020.

Notary Public, State of Texas

My Commission Expires:_____

[SEAL]

EXECUTED on this _____ day of _____, 2020.

MJ SPRAGUE, LLC

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____ of MJ Sprague LLC, known to me to be the person and agent whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said corporation, that he was duly authorized to perform the same by appropriate resolution, and that he executed the same as the act of said limited partnership for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND SEAL OF OFFICE this the ____ day of _____, 2020.

Notary Public, State of Texas

My Commission Expires: _____

[SEAL]

EXHIBIT A

“PROPERTY”

Economic Development Corporation

The Gameroom
(807 Lake Bardwell Drive)



Economic Development Project Approval Process

Definition:

1. An economic development project is any economic development expenditure in excess of \$10,000 not previously identified and approved in the annual Economic Development Corporation (EDC) budget.

Exceptions:

1. Expenditures for normal operating, maintenance and repair activities are exempted.
2. Expenditures for the acquisition, exchange or sale of real-estate are exempted with special provisions. (see special provisions)
3. Expenditures for Type A projects do not require a sixty (60) day waiting period.

Special Provisions:

1. Projects that include the acquisition, exchange or sale of real-estate:
 - a. Will be reviewed with the Economic Development Corporation and City Commission in executive session prior to any formal commitment of action (whether to sell or acquire)
 - b. These projects will then be approved by both the EDC and CC using a code name that protects the identity of the parties involved and ensures the best stewardship of public funds.

Project Approval Process:

Economic Development Corporation:

<u>Action</u>	<u>Date:</u>	<u>Method of Communication</u>
• Agenda Item	5/8/2020	Agenda (City Hall, & Web Site)
• Public notice of public hearing	5/3/2020	Local newspaper
• Public hearing	5/12/2020	Conducted during meeting
• Action authorized	5/12/2020	Minutes (posted on web site)

City Commission:

<u>Action</u>		<u>Method of Communication</u>
• Agenda Item	5/1/2020	Agenda (City Hall & Web Site)
• Public notice of public hearing	5/3/2020	Local newspaper
• Public hearing & First reading	5/5/2020	Conducted during meeting
• Public notice of public hearing	5/3/2020	Local newspaper
• Public hearing & Second reading	5/19/2020	Conducted during meeting
• Action authorized	5/19/2020	Minutes (posted on web site) Resolution / Ordinance File

Notes:

1. Public notices will include: Purpose, Location (if there is a specific location) and Amount
2. Public hearing notices required for the City Commission can be combined into one newspaper publication (with both dates specified)

NOTICE OF PUBLIC HEARINGS

ENNIS ECONOMIC DEVELOPMENT CORPORATION

ENNIS CITY COMMISSION

(PROJECT SALTY LIME)

Public hearings will be held before the Economic Development Corporation, a Type B Corporation, on **Tuesday, May 12,** 2020 at 4:00 P.M and before the City Commission of the City of Ennis on **Tuesday, May 5,** 2020 and **Tuesday, May 19,** 2020 at 6:00 P.M. in the Bluebonnet Event Room at 201 N.W. Main, Ennis, Texas, 75119, to hear testimony and consider taking action upon Project Salty Lime. The purpose of the project is to defray the cost of infrastructure for a new restaurant in the Historic Downtown. The amount being considered to fund the project is \$22,936. It is requested you make your views known, either in person or by contacting Marty Nelson, Assistant City Manager, mnelson@ennistx.gov or 972-875-1234.

Publish on: Sunday, May 3, 2020

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, APPROVING PROJECT SALTY LIME, AMENDING THE ENNIS ECONOMIC DEVELOPMENT CORPORATION BUDGET FOR THE FISCAL YEAR 2019-2020, APPROPRIATING \$22,936.00 TO FUND THE PROJECT, AUTHORIZING THE EEDC PRESIDENT TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO COMPLETE THE ACTION; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission passed and approved Ordinance number 19-0903-04 dated September 3, 2019 adopting and approving a budget for the Ennis Economic Development Corporation and authorized appropriations for the fiscal year October 1, 2019 through September 30, 2020; and

WHEREAS, the Ennis Economic Development Corporation is a Type B economic development corporation, created pursuant to Chapter 505 of the Texas Local Government Code, as amended; and

WHEREAS, Section 505.158 of the Texas Local Government Code provides that for a Type B corporation authorized to be created by a municipality with a population of 20,000 or less, “project” also includes the land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the corporation’s board of directors to promote new or expanded business development.” Further, the statute provides that “[a] Type B corporation may not undertake a project authorized by this section that requires an expenditure of more than \$10,000 until the governing body of the corporation’s authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings”; and

WHEREAS, the City Commission of the City of Ennis, Texas, finds and determines that the expenditure will promote new or expanded business development, and otherwise meets the definition of “project,” as that term is defined by Section 505.158 of the Texas Local Government Code.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, AS FOLLOWS:

SECTION 1. That the foregoing recitals are hereby found to be true and correct findings of the City of Ennis, Texas, and are fully incorporated into the body of this Ordinance.

SECTION 2. That the City Commission of the City of Ennis, Texas, finds and determines that Project Salty Lime will promote new and expanded business development, and is otherwise consistent with Section 505.158 of the Texas Local Government Code.

SECTION 3. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this resolution be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said resolution which shall remain in full force and effect.

SECTION 4. That all provisions of Ordinances or Resolutions of the City of Ennis, Texas, in conflict with the provisions of this Ordinance be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 5. This Ordinance shall take effect immediately from and after its passage, as the law and charter in such cases provide.

PASSED and APPROVED on the 19th day of May, 2020

ANGELINE JUENEMANN, Mayor
City of Ennis, Texas

ATTEST:

ANGIE WADE, City Secretary
City of Ennis, Texas

STATE OF TEXAS

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ECONOMIC DEVELOPMENT AGREEMENT
GRANT

COUNTY OF ELLIS

THIS ECONOMIC DEVELOPMENT AGREEMENT (this “Agreement”) is made and entered into by and between the Ennis Economic Development Corporation (“EEDC”), a non-profit Type B corporation, and Behind the Curtain LLC., a Texas Corporation, hereinafter referred to as (the “Developer”), acting by and through their respective authorized officers on this _____ day of _____, 2020 (“Effective Date”). EEDC and Developer are sometimes individually referred to herein as a “Party” and are sometimes collectively referred to as the “Parties”.

RECITALS:

WHEREAS, Developer currently owns and desires to develop property located in the City of Ennis, Texas (213 W. Ennis Avenue – PID#158116) and construct improvements thereon for a restaurant; and

WHEREAS, the improvements constructed by Developer will create approximately 5 new jobs and encourage new employment opportunities for the City; and

WHEREAS, Developer has advised the EEDC a contributing factor that would induce the investment of approximately \$80,000.00 to construct and maintain a facility and provide new employment would be an agreement by the EEDC to provide an economic development grant to Developer; and

WHEREAS, the EEDC is a Type B economic development corporation, created pursuant to Chapter 505 of the Texas Local Government Code, as amended; and

WHEREAS, Section 505.158 of the Texas Local Government Code provides that for a Type B corporation authorized to be created by a municipality with a population of 20,000 or less, “project” also includes the land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the corporation’s board of directors to promote new or expanded business development.” Further, the statute provides that “[a] Type B corporation may not undertake a project authorized by this section that requires an expenditure of more than \$10,000 until the governing body of the corporation’s authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings”; and

WHEREAS, the EEDC has determined that the Grant (hereinafter defined) to be made hereunder is required or suitable to promote or develop new, expanded and/or retain and enhance business development and constitutes a “project or expenditure”, as that term is defined in the Act; and

WHEREAS, Developer has requested a grant to defray the costs associated with the construction and site improvements including but not limited to plumbing, electrical, grease trap, vent hood and other improvements (hereinafter collectively “the Improvements”); and

WHEREAS, the Improvements will further the objectives of the EEDC, will benefit the City and the City's inhabitants and will promote local economic growth and development and stimulate business; and, such activity will create jobs in the City and will further enhance the City's ad valorem tax base, will provide new employment opportunities within the City, and will contribute to the overall economic development of the City;

NOW, THEREFORE, by and in consideration of the mutual covenants and agreements contained herein, the EEDC and Developer hereby agree as follows:

ARTICLE I.

DEFINITIONS

Whenever used in this Agreement, the following term shall have the meaning ascribed to it:

“Actual Cost” means the cost attributed to and incurred for the installation of the new infrastructure and other improvements to the facilities operated by the Company as documented by invoices or other documentation acceptable to the EEDC.

“City” means the City of Ennis, Texas.

“Comply” and **“Compliance”** means full, and complete performance of each and every requirement, obligation, duty, condition, or warranty in a timely manner as stated in this Agreement. **“Comply”** and **“compliance”** shall not mean substantial compliance, which is an act of default, unless otherwise specifically stated herein.

“Default” and **“Act of Default”** means failure to comply, fully, and completely in a timely manner with one or more requirements, obligations, duties, terms, conditions or warranties set forth in this Agreement and the failure to correct such problem within any applicable cure periods.

“Developer or Company” shall mean Behind the Curtain LLC and any of its partners, limited partners or affiliates.

“Effective Date” shall mean the date of full execution of this Agreement, by the parties.

“EEDC” shall mean the Ennis Economic Development Corporation.

“Expiration Date” shall be the date that all infrastructure and improvements are accepted by the EEDC.

“Force Majeure” means an act of terror committed within the United States of America that materially impairs a party's business operations; a prolonged and unforeseen strike, riot, or occurrence of civil disobedience that materially impairs a party's business operations; a prolonged and unforeseen shortage of fuel, labor, or material; delay related to or caused by a severe weather

event, such as a tornado, a hurricane, or flooding; interruption of utilities; fire or other casualty; or any other act of God beyond the reasonable control of the party required to perform, which could not be avoided by the exercise of due care.

“**Good Faith Dispute**” as used in this Agreement shall mean a position recognized under state law to challenge the value, amount or application of an ad valorem or sales tax applicable to the Company.

“**Grant**” shall mean an amount not to exceed TWENTY TWO THOUSAND NINE HUNDRED THIRTY SIX AND NO/100 DOLLARS (\$22,936.00). Grant funds are paid in one lump sum pursuant to documentary evidence of performance by Developer.

“**Improvements**” shall mean costs including but not limited to plumbing, electrical, grease trap, vent hood and other improvements necessary to activate a new restaurant.

“**Project**” means the investment of not less than SEVENTY FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00) to construct and maintain a new restaurant and provide at least 5 new jobs for one year.

ARTICLE II.

TERM OF AGREEMENT

2.1 Term. The term of this Agreement shall begin on the Effective Date and continue for a period of one (1) year.

ARTICLE III.

ECONOMIC DEVELOPMENT GRANT

3.1 Grant. Subject to the terms of this Agreement, particularly the performance criteria and conditions precedent set forth in Section 4 below, the EEDC shall pay, as an economic development grant, an amount not to exceed TWENTY TWO THOUSAND NINE HUNDRED THIRTY SIX AND NO/100 DOLLARS (\$22,936.00). The purpose and intent of this economic development grant is to increase the ad valorem tax base and expand the local economy.

3.2 Payment. Following receipt of reasonably acceptable invoices, the EEDC shall, in accordance with this Agreement, pay an amount or appropriate portions thereof not to exceed TWENTY TWO THOUSAND NINE HUNDRED THIRTY SIX AND NO/100 DOLLARS (\$22,936.00). Such Grant and/or portion thereof shall be paid no later than thirty (30) days after the receipt and approval of the Request for Payment.

3.3 Appropriations. The Grant provided for herein shall be paid solely from lawfully available funds that have been appropriated by the EEDC. Under no circumstances shall the EEDC’s

obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Consequently, notwithstanding any other provision of this Agreement, the EEDC shall have no obligation or liability to pay any portion of the Grant unless the EEDC appropriates funds to make such payment during the budget year in which the Grant is payable.

ARTICLE IV.

CONDITIONS TO ECONOMIC DEVELOPMENT GRANT

The obligation of the EEDC to pay the Grant shall be conditioned upon satisfactory completion of the Project and Improvements as described in Exhibit A.

4.1 Completion of Improvements. The Company shall complete or cause to be completed no later than two (2) years from the Effective Date of this Agreement, a new restaurant facility and necessary infrastructure improvements in conformity with all applicable government regulations or requirements, including, but not limited to, the City's applicable ordinances, codes and standards in the actual cost amount of not less than SEVENTY FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00) for completion of its facility located in Ennis Texas.

4.2 Completion of the Project. The Company shall install new equipment and cause to be installed the infrastructure and begin substantial operations within two (2) years of the Effective Date of this Agreement, as provided herein.

4.3 Creation of New Jobs. The Company shall verify the creation of at least (5) full-time jobs within one (1) years after completion of the Improvements and Project, to be maintained throughout the Term of this Agreement as defined in Article II above.

ARTICLE V.

TERMINATION; RECAPTURE

5.1 Termination. This Agreement shall terminate upon any one of the following:

- (a) by the EEDC, if Company fails to complete the Conditions to the Grant before the Expiration Date;
- (b) by written agreement of the parties;
- (c) Expiration Date;
- (d) by either party in the event the other party breaches any of the terms or conditions of this Agreement and such breach is not cured within ninety (90) days after written notice thereof in accordance with this Agreement;
- (e) by EEDC, if Company suffers an Event of Bankruptcy or Insolvency;
- (f) by EEDC, if the Company has delinquent City of Ennis ad valorem or sales tax, except the parties recognize that a Good Faith Dispute may arise which shall not constitute a breach of the Agreement; and the Company returns the right to timely

- and properly protest and/or contest any such value or tax in accordance with state law;
- (g) by EEDC, if the Company has an uncured breach or default of any related tax abatement agreements; and
 - (h) by either party, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.

5.2 Recapture. Upon breach by the Company, of any obligations under this Agreement, the EEDC shall notify the Company, in writing. The Company shall have ninety (90) days from receipt of the notice in which to cure any such default. If the Company fails to cure the default within the time provided herein, or, as such time period may be extended by written agreement of the parties, then the EEDC at its sole option shall have the right to demand repayment of the incentives it has made hereunder. Upon the EEDC's election, all incentives shall be repaid, and shall become due and payable thirty (30) days after notice to Company of a non-cured default. The EEDC shall have all remedies provided by law for the collection of the grant funds. The EEDC at its sole discretion has the option to provide a repayment schedule. The obligation of the Company, to repay the grant funds to EEDC in the event of default shall survive the termination of this Agreement.

5.3 Indemnity. DEVELOPER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY COMMISSION AND ITS OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, AND CAUSES OF ACTIONS, LIABILITIES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, OF ANY NATURE WHATSOEVER, ASSERTED BY A THIRD PARTY AND ARISING DIRECTLY OUT OF DEVELOPER'S PERFORMANCE OF THIS AGREEMENT. THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE VI.

MISCELLANEOUS

6.1 Binding Agreement; Assignment. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, affiliates, administrators, executors, and permitted assigns of the respective parties. This Agreement may not be assigned without the prior written consent of the EEDC.

6.2 Limitation on Liability. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties. It is understood and agreed between the parties that Company, in satisfying the conditions of this Agreement, has acted independently, and EEDC assumes no responsibilities or liabilities to third parties in connection with these actions.

6.3 Authorization. Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

6.4 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below or on the day actually received as sent by courier or otherwise hand delivered.

If intended for EEDC, to:

Ennis Economic Development Corporation
P. O. Box 220
Ennis, Texas 75120

With a copy to:

Robert E. Hager
Nichols, Jackson, Dillard, Hager & Smith LLP
500 North Akard
1800 Ross Tower
Dallas, Texas 75201

If intended for Developer, to:

Behind the Curtain, LLC
1208 West Magnolia Ave, Suite 212
Fort Worth, TX 76104
Phone: 817-557-7055
Email: kfmccarthy@ccp-fw.com

With a copy to:

6.5 Entire Agreement. This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the parties that in any manner relates to the subject matter of this Agreement.

6.6 Governing Law. This Agreement shall be governed by the laws of the State of Texas, and venue for any action concerning this Agreement shall be in Ellis County, Texas.

6.7 Amendment. This Agreement may be amended by the mutual written agreement of the parties.

6.8 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.9 Recitals. The recitals to this Agreement are incorporated herein.

6.10 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

6.11 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.12 Employment of Undocumented Workers. During the term of this Agreement, the Company agrees not to knowingly employ any undocumented workers and if convicted of a violation under 8 U.S.C. Section 1324a (f), the Company shall repay the amount of the Grant and any other funds received by the Company from the EEDC as of the date of such final, unappealable decision regarding such violation within one hundred twenty (120) business days after the date the Company is finally notified by the EEDC of such violation, plus interest at the rate of six percent (6%) compounded annually from the date of violation until paid. Company is not liable for a violation of this section by a subsidiary, affiliate, or franchisee of Company or by a person with whom Company contracts.

LIST OF EXHIBITS

EXHIBIT A Property

(Signature Pages Follow)

EXECUTED on this _____ day of _____, 2020.

ENNIS ECONOMIC DEVELOPMENT CORP.

By: _____
EEDC President

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF ELLIS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, President of the Ennis Economic Development Corporation, a Texas non-profit corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said corporation, and that he executed the same as the act of said corporation for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND SEAL OF OFFICE this the ____ day of _____, 2020.

Notary Public, State of Texas

My Commission Expires:_____

[SEAL]

EXECUTED on this _____ day of _____, 2020.

BEHIND THE CURTAIN, LLC

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____ of Behind the Curtain LLC, known to me to be the person and agent whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said corporation, that he was duly authorized to perform the same by appropriate resolution, and that he executed the same as the act of said limited partnership for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND SEAL OF OFFICE this the ____ day of _____, 2020.

Notary Public, State of Texas

My Commission Expires: _____

[SEAL]

EXHIBIT A
“PROPERTY”

Behind the Curtain (213 W Ennis Ave)



4/26/2020, 8:58:17 AM

Parcels



Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community, Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics,

Ellis Central Appraisal District, BIS Consulting - www.bisconsulting.com

Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries.



AGENDA SUMMARY FORM

MEETING DATE: 5/19/2020 ITEM NO. 7

AGENDA ITEM: DISCUSS AND CONSIDER ALL MATTERS INCIDENT AND RELATED TO APPROVING AND AUTHORIZING PUBLICATION OF NOTICE OF INTENT TO ISSUE COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2020, IN THE MAXIMUM PRINCIPAL AMOUNT NOT TO EXCEED \$25,500,000.

SUBMITTED BY: ANGIE WADE, CITY SECRETARY

SUMMARY: This action authorizes the publication of the attached Notice to be published in the Ennis News for two consecutive weeks. The City will issue Combination Tax and Revenue Certificates of Obligation in the maximum principal amount of \$25,500,000 for paying for contractual obligations and associated costs for the waterworks system, streets, an underpass of the Union Pacific Railroad line, a new City Hall, park facilities, fire truck, library renovations and equipment, improvements to the solid waste disposal system, and an animal shelter. Payments for the Certificates of Obligation will be made from ad valorem taxes, and surplus revenues of the City's waterworks system after all obligations are paid. The maximum interest rate for the Certificates of Obligation is 5%, with a maximum maturity date of August 1, 2043. The City Commission will consider an Ordinance issuing Combination Tax and Revenue Certificates of Obligation, Series 2020, at the July 21, 2020 City Commission meeting.

FUNDING: Ad Valorem Taxes/Surplus Waterworks System Revenues

RECOMMENDED

MOTION: MOTION TO APPROVE IS RECOMMENDED BY STAFF

NAME:	MOTION	SECOND		AYE	NAY
MAYOR JUENEMANN					
MAYOR PRO TEM HOLLAND					
COMMISSIONER PRUITT					
COMMISSIONER HERNANDEZ					
COMMISSIONER HEJNY					
COMMISSIONER WATSON					
COMMISSIONER HONZA					

RESOLUTION NO. 20-____-__

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, DIRECTING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CITY OF ENNIS, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2020; ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City deems it necessary and advisable that the notice of intention to issue Certificates of Obligation be given as hereinafter provided; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was passed, was open to the public and public notice of the time, place, and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS:

1. That attached hereto is a form of the “NOTICE OF INTENTION TO ISSUE CITY OF ENNIS, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2020” (the “Notice”), the form and substance of which is hereby adopted and approved.
2. That the City Secretary shall cause the Notice, in substantially the form attached hereto, to be published once a week for two consecutive weeks in a newspaper of general circulation in said City, with the date of the first publication to be at least 46 days before the date tentatively set for the passage of the Ordinance authorizing the issuance of such Certificates of Obligation as shown in the Notice.
3. That the City Secretary shall also cause the Notice, in substantially the form attached hereto, to be posted continuously on the City’s Internet website for at least 45 days before the date tentatively set for the adoption of the ordinance authorizing the issuance of the Certificates of Obligation as shown in the Notice.
4. That this Resolution shall become effective immediately upon adoption.

PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, on this 19th day of May, 2020.

**NOTICE OF INTENTION TO ISSUE
CITY OF ENNIS, TEXAS
COMBINATION TAX AND REVENUE
CERTIFICATES OF OBLIGATION, SERIES 2020**

The City of Ennis does hereby give notice of intention to issue Combination Tax and Revenue Certificates of Obligation, Series 2020, in the maximum principal amount not to exceed \$25,500,000, for paying all or a portion of the City's contractual obligations for the purpose of (a) acquiring, constructing, installing and equipping additions, extensions, renovations and improvements to the City's waterworks and sewer system, and the acquisition of land and interests in land and properties therefor; (b) constructing, reconstructing and improving streets, including an underpass of the Union Pacific Railroad line, sidewalks, drainage, signalization, landscaping, streetscaping, lighting, signage and utility relocation, and the acquisition of land and interests in land and properties therefor; (c) acquiring, constructing, reconstructing, improving, installing and equipping a new city hall, and the acquisition of land and interests in land and properties therefor; (d) constructing, reconstructing, improving and equipping park facilities, and the acquisition of land and interests in land and properties therefor; (e) acquisition of a fire truck; (f) renovations to, and equipping of, existing city library; (g) acquisition of vehicles and equipment for, and acquiring, constructing, installing and equipping additions, extensions, renovations and improvements to, the City's solid waste disposal system; (h) acquiring, constructing, installing and equipping an animal shelter; and (i) for the purpose of paying all or a portion of the City's contractual obligations for professional services, including engineers, architects, attorneys, map makers, auditors, and financial advisors, in connection with such projects and said Certificates of Obligation.

The City proposes to provide for the payment of such Certificates of Obligation from the levy and collection of ad valorem taxes in the City as provided by law, and from limited surplus revenues of the City's waterworks and sewer system, remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve, and other requirements in connection with all of the City's revenue bonds or other obligations (now or hereafter outstanding), which are payable from all or any part of the net revenues of the City's waterworks and sewer system. The City Commission intends to consider for passage, at a meeting to be held at 6:00 P.M. on July 21, 2020, an Ordinance authorizing the issuance of Combination Tax and Revenue Certificates of Obligation, Series 2020, at the City Commission meeting held at the City of Ennis Welcome Center, 201 N.W. Main Street, Ennis, Texas. In the event that the City Commission will be unable to meet at the City of Ennis Welcome Center on July 21, 2020, the City will post on its website, www.ennistx.gov, information for persons to attend the meeting by telephone, teleconference or other electronic means.

The maximum interest rate for the Certificates of Obligation will not exceed 5.00%, the maximum maturity date for the Certificates of Obligation is August 1, 2043, and the estimated combined principal and interest required to pay the Certificates of Obligation to be authorized on time and in full is \$34,477,312.50. The City currently has outstanding debt obligations secured by and payable from ad valorem taxes (not including \$24,675,000 principal amount of outstanding debt obligations the City has designated as self-supporting debt) equal to \$43,240,000 in principal amount and \$52,836,289 in combined principal and interest required to pay such outstanding debt obligations on time and in full. The City reasonably expects to pay self-supporting debt obligations from revenue sources other than ad valorem taxes, provided, however, that in the event such self-supporting revenue sources are insufficient to pay debt service, the City is obligated to levy ad valorem taxes to pay such debt obligations. Additional information regarding self-supporting debt obligations is available upon request to the City at the address noted above.

The Certificates of Obligation are to be issued, and this notice is given, under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271.

Angeline Juenemann, Mayor



AGENDA SUMMARY FORM

MEETING DATE: 5/19/2020 ITEM NO. 8

AGENDA ITEM: Discuss and consider approval of a Resolution authorizing the participation in the Quality Incentive Payment Program for Year 2 and the required line of credit increase from \$4,000,000 to \$10,260,363.

SUBMITTED BY: Stephen Barnes, Finance Director

SUMMARY: THE CITY COMMISSION HAS APPROVED ADDING 13 FACILITIES TO THE QUALITY INCENTIVE PAYMENT PROGRAM, STAFF HAS WORKED WITH THE CONSULTANTS TO GET THESE FACILITIES ADDED TO THE PROGRAM, THE CITY IS CURRENTLY ENTERING INTO YEAR 2 OF THE PROGRAM AND ADDITIONAL FUNDING IS REQUIRED FROM THE CITY TO PARTICIPATE IN YEAR 2, THE TOTAL FUNDING REQUIRED FOR ALL 13 FACILITIES IS \$10,260,363, CURRENTLY THE SOURCE OF FUNDING FOR THIS PROGRAM COMES FROM A LINE OF CREDIT FROM THE BANK, THE TOTAL AMOUNT CURRENTLY AVAILABLE IS \$4,000,000, IN ORDER TO PARTICIPATE IN YEAR TWO OF THE PROGRAM, THE LINE OF CREDIT MUST BE INCREASED BY \$6,260,363, THE CONSULTANTS PROJECT THAT THE PROGRAM WILL GENERATE ENOUGH REVENUE TO REPAY THE FULL AMOUNT OF THIS LOAN BY SEPTEMBER 2021 AND THAT BY OCTOBER 2021 THE PROGRAM WILL GENERATE A NET INCOME BETWEEN \$2,341,818 AND \$3,234,465.

FUNDING: _____

RECOMMENDED _____

MOTION: MOTION TO APPROVE IS RECOMMENDED BY STAFF

NAME:	MOTION	SECOND		AYE	NAY
MAYOR JUENEMANN					
MAYOR PRO TEM HOLLAND					
COMMISSIONER PRUITT					
COMMISSIONER HERNANDEZ					
COMMISSIONER HEJNY					
COMMISSIONER WATSON					
COMMISSIONER HONZA					

RESOLUTION NO. 2020-0519-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, APPROVING THE INCREASE OF THE LINE OF CREDIT AMOUNT AT PROSPERITY BANK FROM \$4,000,000 TO \$10,260,363 AND FUNDING YEAR 2 OF THE QUALITY INCENTIVE PAYMENT PROGRAM (QIPP)

WHEREAS, the City Commission has determined that it is beneficial that the City of Ennis participates in the Quality Incentive Payment Program (QIPP).

WHEREAS, the City Commission has authorized the adding of 13 facilities to the program and staff has executed the necessary documents to add these facilities.

WHEREAS, the City Commission has previously approved the City to take out a loan at the bank to fund QIPP in the amount of \$4,000,000 during Year 1 and the funding requirement for Year 2 is \$10,260,363.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS:

Section 1: that the City Commission of the City of Ennis hereby approves the increase of the line of credit at Prosperity Bank from \$4,000,000 to \$10,260,363;

Section 2: that staff is authorized to execute a loan agreement with Prosperity Bank;

Section 3: That this Resolution shall become effective immediately upon its adoption by the City Commission of the City of Ennis

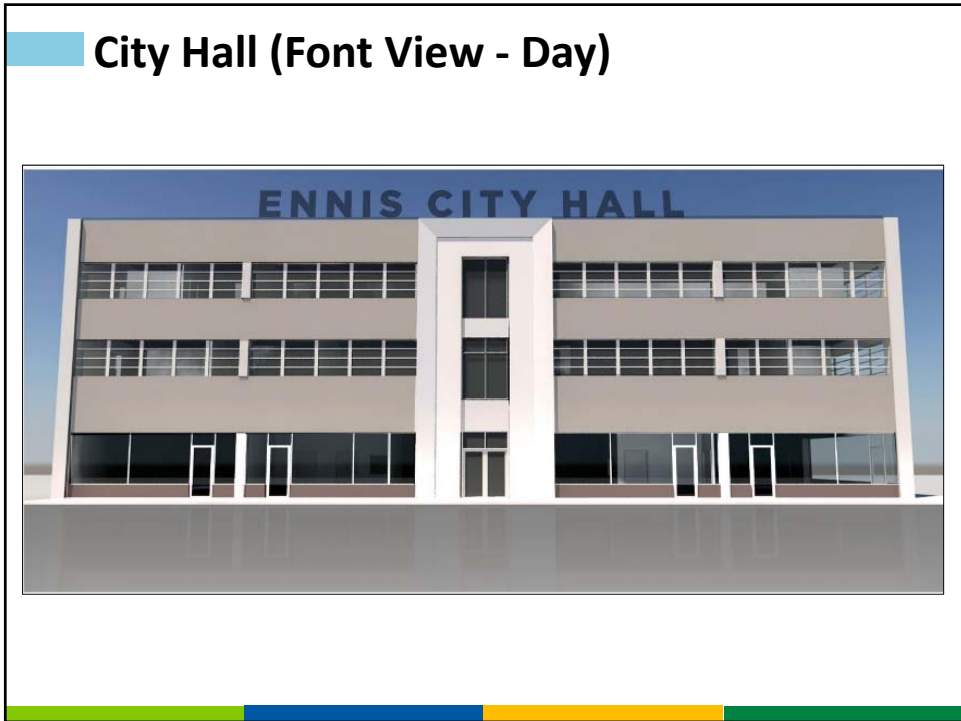
PASSED AND APPROVED this 19th day of May 2020.

APPROVED

Mayor

ATTEST

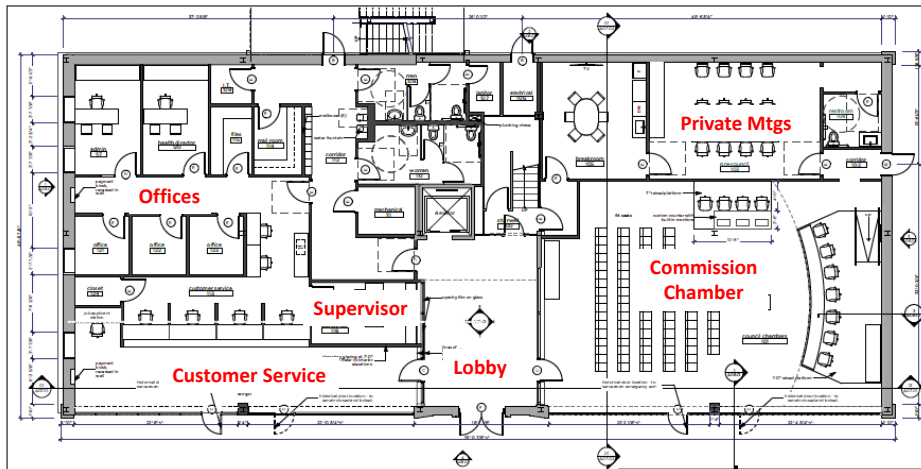
City Secretary



City Hall (Font View - Night)



City Hall (Floor Plan – 1st Floor)



1 first floor plan
Scale: 1/8" = 1'-0"

Overall Area	City Code Area
1000	1000
2000	2000
3000	3000
4000	4000

Symbol Legend

- Existing walls
- New walls

Floor plan general notes

1. All dimensions are in feet and inches. Dimensions are given in feet and inches. Dimensions are given in feet and inches. Dimensions are given in feet and inches.

2. All dimensions are in feet and inches. Dimensions are given in feet and inches. Dimensions are given in feet and inches. Dimensions are given in feet and inches.

BARRETT SHAW ARCHITECTURE
107 N. Sherman St.
Ennis, TX 75119

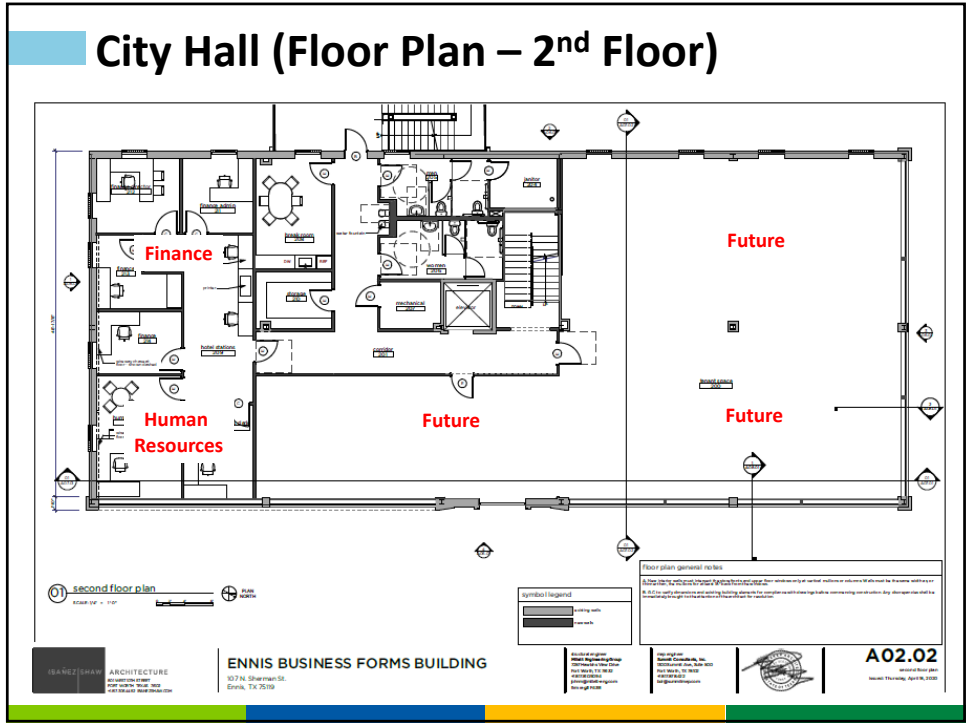
ENNIS BUSINESS FORMS BUILDING
107 N. Sherman St.
Ennis, TX 75119

107 N. Sherman St.
Ennis, TX 75119
107 N. Sherman St.
Ennis, TX 75119

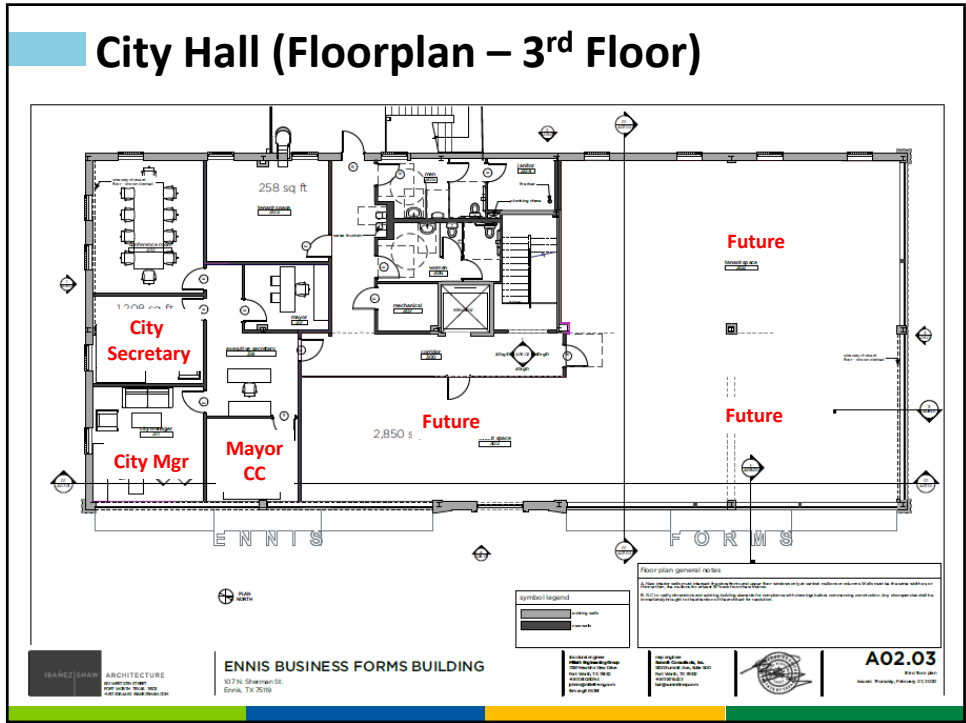


A02.01
107 N. Sherman St.
Ennis, TX 75119

City Hall (Floor Plan – 2nd Floor)



City Hall (Floorplan – 3rd Floor)



City Hall (The DEAL)

The Terms

- Private Development
- Complete rebuild of the entire building
 - New HVAC, Elevator, Elect, Plumbing, Windows, Doors, Trim and Offices
- Build to suit - commission chamber and city offices (7,950 sf or 49%)
- Full build out and finish of the “common use areas” (3,000 sf)
- White box the remaining 5,000 sf for future use
- To fully monetize the Tax Credits, we can only lease 49% of the space
- We sign a 20 year lease / purchase agreement
- We lease for one year \$210,000
- After one year and one day, we purchase for \$3,300,000

City Hall (The DEAL)

The Numbers

• 2020	\$1,700,000	(Capital)	Construction
• 2021	\$210,000	(O&M)	Lease
• 2022	\$1,700,000	(Capital)	Purchase
• Appraised value	\$4,500,000	(\$281.25 sf)	(Estimate)
• Purchase price	\$3,300,000	(\$206.25 sf)	
• Gift value	\$1,200,000	(27% discount = \$75sf x 16,000)	
• FF&E	\$250,000	} \$600,000 (Fund Balance)	
• IT Package	\$100,000		
• Parking Lot	\$250,000		

City Commission – Regular Session

Individual Item – E9

Discuss and consider approval of a Resolution authorizing the execution of a Lease Agreement with Ennis School Central City Properties, LLC for property located at 107 North Sherman Street for a new City of Ennis City Hall.

RESOLUTION NO _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, APPROVING A LEASE PURCHASE AGREEMENT WITH ENNIS SCHOOL CENTRAL CITY PROPERTIES AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND ALL DOCUMENTS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the 2015 Comprehensive Plan and 2016 Downtown Master Plan recommends a number of projects that set the conditions for economic revitalization of the Downtown area by incentivizing private and public investment; and

WHEREAS, the City Commission acknowledges the critical role the location of the seat of local government plays in the City; and

WHEREAS, the City Commission desires to locate the new City Hall in the heart of the city in order to create an economic impact; and

WHEREAS, the City of Ennis wishes to breathe life into the Historic Downtown area to encourage new and expanded business development, create an experiential destination where people of all ages, races and ethnicities, gather, socialize, conduct business, and generally experience a better quality of life;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, AS FOLLOWS:

SECTION 1. That the foregoing recitals are hereby found to be true and correct legislative findings of the City of Ennis, Texas, and are fully incorporated into the body of this Resolution.

SECTION 2. Authorizes the City Manager to execute any and all documents required to complete this action.

SECTION 3. That this Resolution shall become effective from and after its passage.

PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, on this 19th day of May, 2020.

ANGELINE JUENEMANN, Mayor
City of Ennis, Texas

ATTEST:

ANGIE WADE, City Secretary
City of Ennis, Texas

LEASE AGREEMENT

This lease agreement ("Lease") is made and entered into this, the _____ day of April ____ 2020, the ("Effective Date") hereof, at Ennis, Texas by and between Ennis School Central City Properties, a Texas limited liability company ("Landlord"), and The City of Ennis, a Texas municipal corporation, ("Tenant") acting by and through _____, its duly authorized City Manager. The term "Landlord" shall include the agents, representatives, employees, and contractors of Landlord. The term "Tenant" shall include the agents, representatives, and employees of Tenant.

SECTION 1. Leased Premises. For and in consideration of the rental payments to be paid under this Lease, Landlord leases to Tenant and Tenant leases from Landlord the improvements now situated and to be a part of the property located at 107 North Sherman Street, Ennis, Texas (Lot __, Block __, _____ Addition, Ellis County, Ennis, Texas) ("Property"), such improvements consisting of approximately 8,937 rentable square feet (which is 49% of the Tenant Useable Area), and more particularly described or depicted in Exhibit "A", attached hereto and made apart hereof for all purposes (the "Leased Premises").

SECTION 2. Use of premises. The Leased Premises shall be used by Tenant as office space or such other office use as may be desired by Tenant.

SECTION 3. Term.

(a) This Lease shall be for a period of twenty (20) years commencing on the completion of the Tenant Improvements (as defined in Section 5 below) ("Commencement Date") and terminating on the date that is twenty (20) years after the Commencement Date (the "Term"). Upon the establishment of the actual Commencement Date, Landlord and Tenant shall execute a Commencement Date Memorandum in the form set forth in Exhibit "B".

(b) Tenant and its employees, agents, contractors and suppliers shall have the right to enter the Leased Premises prior to the Commencement Date to prepare the Leased Premises for Tenant's occupancy. Tenant and each other person or entity who or which enters the Leased Premises before the Commencement Date shall conduct itself so as to not unreasonably interfere with Landlord. Landlord may revoke Tenant's rights under this Section upon twenty-four (24) hours written notice to Tenant if Landlord determines that any such interference has been caused. Any prior entry shall be under all of the terms of this Lease (other than the obligation to pay Rent) and at Tenant's sole risk. Landlord shall not be liable in any way for personal injury, death or property damage (including damage to any personal property which Tenant may bring into, or any work which Tenant may perform in, the Leased Premises) which may occur in or about the Leased Premises by Tenant or such other person or entity as a result of any prior entry.

SECTION 4. Rent.

(a) The base rent for the Term will be as follows, payable in monthly installments ("Base Rents"):

Year 1:	\$23.50/sf (\$210,000/Year)
Year 2-5:	\$33.57/sf (\$300,000/Year)
Year 6-10:	\$39.16/sf (\$350,000/Year)
Year 11-15:	\$44.76/sf (\$400,000/Year)
Year 16-20:	\$50.35/sf (\$450,000/Year)

(b) The total rent to be paid by Tenant to Landlord over the term of this Lease ("Total Rent") shall be memorialized in the Commencement Date Memorandum.

(c) Tenant shall pay to Landlord a security deposit in the amount of \$210,000 ("Security Deposit") for the performance of Tenant's obligations hereunder.

(d) All rental payments shall be payable to Landlord at the location of notice set forth in Section 17 of this Lease. Rent shall be paid to Landlord on the first date of each month thereafter. If the Commencement Date is not the first day of a month, a prorated installment of monthly rent based on a 30 day month shall be paid for the fractional month during which the Commencement Date occurs or the Lease terminates.

SECTION 5. Tenant Improvements.

(a) Landlord agrees to construct the Tenant Improvements pursuant to the terms of the construction documents attached hereto as Exhibit "C" and made apart hereof for all purposes.

(b) Within fifteen (15) business days after Tenant's receipt of written notice from Landlord of completion of the Tenant Improvements, Tenant shall conduct a walk-through inspection of the Leased Premises with Landlord and complete a punch list of items needing additional work. Other than the items specified in the punch list, if any, and subject to Landlord's representations and warranties described below, by taking possession of the Leased Premises, Tenant shall be deemed to have accepted the Leased Premises in good, clean and completed condition and repair, subject to all applicable laws, codes and ordinances. Any damage to the Leased Premises caused by Tenant's move-in shall be repaired or corrected by Tenant, at its sole cost and expense. Landlord's contractor shall complete all punch-list items within thirty (30) days after the walk-through inspection or as soon as practicable thereafter. Upon completion of such punch-list items, Tenant shall approve or disapprove such completed items in writing to Landlord. If Tenant fails to disapprove such items within twenty (20) business days of Tenant's receipt of written notice from Landlord of completion, such items shall be deemed approved by Tenant. The Leased Premises are accepted by Tenant in "as is" condition and configuration subject to any Landlord obligation to perform work described in the attached Work Letter. BY TAKING POSSESSION OF THE LEASED PREMISES, TENANT AGREES THAT THE LEASED PREMISES ARE IN GOOD ORDER AND SATISFACTORY CONDITION, SUBJECT ONLY TO THE PUNCH-LIST ITEMS, AND AGREES THAT THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, BY LANDLORD REGARDING THE CONDITION OF THE LEASED PREMISES. FROM AND AFTER THE DATE THAT TENANT TAKES POSSESSION OF THE LEASED PREMISES, EXCLUDING ONLY THE PUNCH-LIST ITEMS AND THE LIMITED WARRANTY REGARDING THE HVAC SYSTEM (AS SET FORTH IN SECTION 7), TENANT SHALL BE RESPONSIBLE FOR ALL MAINTENANCE AND REPAIR OBLIGATIONS RELATED TO THE LEASED PREMISES AND FOR ENSURING THAT THE LEASED PREMISES ARE IN COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS.

(c) Landlord will be deemed to have "*Substantially Completed*" Landlord's Work (as defined in Exhibit "C") if Landlord has caused all of Landlord's Work to be substantially completed in accordance with the Final Plans (as defined in Exhibit "C") and Landlord will have received a certificate of occupancy with respect to the Leased Premises from the appropriate governmental authority with jurisdiction over the Leased Premises allowing Tenant to occupy and use the Leased Premises as provided in the Lease and Tenant can occupy and use the Leased Premises as provided in the Lease or complete any improvements or changes to the Leased Premises to be made by Tenant hereunder without material interference. In the event Landlord fails to complete or correct timely any items on the punch list which is not in compliance with the Final Plans and is materially interfering with Tenant's ability to use the

Premises, Tenant may, after 30 days' prior notice to Landlord, complete or correct any such items and Landlord will reimburse Tenant for the reasonable cost thereof plus interest at the highest legal rate thereon within 30 days after receipt from Tenant of a detailed invoice.

SECTION 6. Alterations and Fixtures. After the Commencement Date, Tenant, at Tenant's sole cost and expense, may make and permit any alterations, additions or improvements made to, in, on or about the Leased Premises ("Alterations") subject to Landlord's approval. All Alterations made by Tenant shall be and become the property of Tenant upon installation and shall be deemed Tenant's personal property, and Tenant may remove any Alterations from the Leased Premises without Landlord's consent provided that such removal does not cause damage to the Leased Premises or that any such damages are repaired by Tenant, at its sole cost and expense, to the satisfaction of Landlord. Landlord herein agrees that no property or equipment, owned or installed by Tenant, or any representative of Tenant, shall, under any circumstances, become a fixture, and that Tenant shall reserve the right to remove any and all such property or equipment at any time during the term of this Lease, or subsequent to its termination by either party provided that such removal does not cause damage to the Leased Premises or that any such damages are repaired by Tenant, at its sole cost and expense, to the satisfaction of Landlord. Landlord further agrees that it will, at no time, hold or retain, any property owned or installed by Tenant, for any reason whatsoever.

SECTION 7. Taxes, Utilities, Care of the Property. Tenant agrees to be responsible for the payment of all water, natural gas, electricity, local telephone, or other utility charges for the Property that come due and payable during the term Tenant occupies the Leased Premises, unless the remainder of the Property is leased to an unaffiliated tenant. Tenant shall also pay all ad valorem taxes, real property taxes, assessments, levies, and other taxes as they come due for the Property unless the remainder of the Property is leased to an unaffiliated tenant. Tenant shall be responsible, at its sole cost and expense, for the repair, operation and maintenance for the Property, including, but not limited to, the interior and exterior of the Leased Premises, the roof, pipes, walls, plumbing and wiring, parking lot, landscape area, doors, windows, HVAC system (subject to the immediately following sentence), floors, mechanical systems, elevators, and all other matters related to the Property. Landlord agrees to repair the HVAC system for a period of one year after the Commencement Date. Thereafter, Tenant shall be responsible for the repair and maintenance of the HVAC system. Except as set forth herein with respect to the HVAC system, Landlord shall have no responsibilities regarding any aspect of the buildings operations or duty to maintain, repair, replace, or keep up any portion of the Property or the surrounding property, including, but not limited to, the landscape, the parking lots, the drives, the foundation, the walls, the roof, the mechanical systems, or any other matter constituting or relating to the Property.

SECTION 8. Liens. Tenant shall keep the Property free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Tenant and hereby agrees, to the extent allowed by law, to hold Landlord harmless from and against any and all loss, claim, damage, liability, cost and expense, including attorney's fees and costs, in connection with or arising out of any such lien or claim of lien. Tenant shall cause any such lien imposed to be released of record by payment or posting of proper bond acceptable to Landlord within ten (10) days after written request by Landlord. If Tenant fails to so remove any such lien within the prescribed ten (10) day period, then Landlord may do so at Tenant's expense, and Tenant shall, at Landlord's option, either (1) add all costs and expense relating to the removal of the lien(s) to the Total Rent owed by Tenant hereunder, or (2) require that Tenant reimburse Landlord within thirty (30) days for all costs and expense relating to the removal of the lien(s), plus interest at the highest rate allowed by law from the date Landlord paid same until Tenant's reimbursement.

SECTION 9. Quiet Enjoyment. Landlord covenants that Tenant, upon performing the terms, conditions and covenants of this Lease, shall have quiet and peaceful possession of the Leased Premises as against any person claiming the same by, through or under Landlord.

SECTION 10. Insurance. Tenant is a self-funded entity and as such, generally, it does not maintain a commercial liability insurance policy to cover premises liability or property damage. Tenant will pay directly and primarily all sums associated with risks that would be covered by a liability or casualty insurance company with respect to the Leased Premises. As between Landlord and Tenant, Tenant will have exclusive control of the Leased Premises and shall be responsible for any liability occasioned by such control. Additionally, as between Landlord and Tenant, Tenant shall bear the responsibility for any loss, damage or destruction of the Leased Premises by fire or other casualty or act of God.

Landlord may elect to obtain commercial insurance covering the Leased Premises, but any such insurance shall be secondary to the obligations of Tenant.

Tenant agrees to execute and/or provide, within ten (10) days of Landlord's request, such other and further documents or certifications as may be necessary or desirable to evidence Tenant's responsibility under this Section.

SECTION 11. Liability and Hold Harmless. TO THE FULLEST EXTENT ALLOWED BY LAW, TENANT SHALL INDEMNIFY AND HOLD HARMLESS LANDLORD FROM ALL CLAIMS, SUITS, ACTIONS, AND PROCEEDINGS WHATSOEVER WHICH MAY BE BROUGHT OR INSTITUTED ON ACCOUNT OF, OR RESULTING FROM, DIRECTLY OR INDIRECTLY, ANY AND ALL LOSSES, COSTS, OR DAMAGES TO PERSONS OR PROPERTY, ARISING OUT OF THE USE AND OCCUPATION OF THE LEASED PREMISES OR IN CONNECTION WITH OR GROWING OUT OF THIS LEASE FOR THE PERFORMANCE BY TENANT OF ITS OBLIGATIONS HEREUNDER (HEREINAFTER REFERRED TO AS "CLAIMS"), AND ALL LOSSES, COSTS, DAMAGES, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND OTHER COSTS OF DEFENDING AGAINST AND INVESTIGATING THE CLAIMS.

NOTHING CONTAINED HEREIN SHALL EVER BE CONSTRUED SO AS TO REQUIRE TENANT TO CREATE A SINKING FUND OR TO ACCESS, LEVY AND COLLECT ANY TAX TO FUND ITS OBLIGATIONS UNDER THIS PARAGRAPH.

SECTION 12. Termination, Funding and Non-Appropriation. This Lease shall terminate in the event that the governing body of Tenant shall fail to appropriate sufficient funds to satisfy any obligation of Tenant hereunder. Termination shall be effective as of the last day of the fiscal period for which sufficient funds were appropriated or upon expenditure of all appropriated funds, whichever comes first. Termination pursuant to this non-appropriation clause shall require the acceleration of the remaining Total Rent due, and such sums shall become immediately due and payable, without the application of any discount rate.

SECTION 13. Damage or Destruction.

(a) If all or any part of the Leased Premises is damaged or destroyed, Tenant shall promptly and diligently repair the same as soon as possible.

(b) Tenant shall have the right to terminate this Lease if the repairs to the Leased Premises cannot, with reasonable diligence, begin within three hundred sixty five (365) days after the date of the damage or destruction, as determined by an independent, licensed contractor or engineer, such right to be

exercised within sixty (60) days after such determination and to be effective sixty (60) days after exercise. Upon such termination, the remaining Total Rent due hereunder shall become immediately due and payable, without the application of any discount rate.

SECTION 14. Early Termination. At any time during the Term, Tenant may terminate this Lease by paying to Landlord all remaining installments of Total Rent (with a discount rate of 1 ½ %).

SECTION 15. Assignment. Tenant may not assign this Lease or sublet all or any portion of the Leased Premises without the prior written approval of Landlord. Upon such assignment or sublease, this Lease shall be binding on the successors, and lawful assignees of Landlord and the successors of Tenant, as permitted by the terms of this agreement and by the laws of the State of Texas and the United States. Any person or entity using or occupying the Leased Premises without a lawful assignment or sublease shall be subject to all the responsibilities and liabilities of Tenant and shall be subject to all provisions regarding termination and eviction.

SECTION 16. Default.

(a) Tenant Default. A default under this Lease by Tenant shall exist if any of the following occurs:

(i) If Tenant fails to pay within thirty (30) days after written notice from Landlord that such sum is due any Rent required to be paid hereunder; or

(ii) If a court of competent jurisdiction makes or enters any final, unappealable decree or order other than under the bankruptcy laws of the United States adjudging Tenant to be insolvent.

(b) Remedies. Upon a default by Tenant, Landlord may

(i) continue this Lease in full force and effect, and this Lease shall continue in full force and effect as long as Landlord does not terminate this Lease, and Landlord shall have the right to collect Rent when due;

(ii) declare the unpaid Total Rent immediately due; or

(iii) exercise all other rights and remedies provided by law or otherwise provided in this Lease, to which Landlord may resort cumulatively or in the alternative,

(c) Landlord's Default. In the event of any failure to perform any provision in this Lease by Landlord, Tenant shall give Landlord written notice specifying the default with particularity, and Landlord shall thereupon have thirty (30) days (plus an additional reasonable period as may be required in the exercise by Landlord of due diligence) in which to cure any such default. If Landlord fails to so cure any default after this notice, Tenant may terminate this Lease upon written notice to Landlord, such termination to be effective within ten (10) days after Landlord's receipt of such notice, and no further obligations, rent or otherwise, shall be due from Tenant to Landlord.

(d) Landlord hereby waives any statutory, equitable or common law right to a landlord's lien against any personal property of Tenant.

SECTION 17. Notices. Notices required to be made under this agreement shall be sent to the following persons at the following addresses, provided, however, that each party reserves the right to change its designated person for notice, upon written notice to the other party of such change:

All notices to Landlord shall be sent to:

Michael Barnard
Ennis School Central City Properties
Fort Worth, Texas

All notices to Tenant shall be sent to:

City Manager
City of Ennis
Ennis, Texas

As well as to:

City Attorney's Office
Attn: City Attorney
City of Ennis
Ennis, Texas

All time periods related to any notice requirements specified in the Lease shall commence upon the terms specified in the Section requiring the notice.

SECTION 18. Right of First Offer to Purchase. During the term of this Lease, Landlord shall not sell title to the Leased Premises, or to the Property to any unaffiliated third party or parties without first offering to sell the Leased Premises to Tenant on the same terms and conditions by providing a ten (10) business day notice to Tenant. Failure of Tenant to exercise its right under this paragraph within the 10-day period will waive Tenant's right to purchase under this paragraph.

SECTION 19. Option to Purchase. So long as Tenant is not in default under this Lease, Tenant may acquire the Property ("Option") after one (1) year and one (1) day after the Commencement Date ("Option Date") for \$3,150,000 ("Option Price"). Tenant shall notify Landlord at least sixty (60) days prior to the Option Date of its intent to exercise the Option. Tenant shall complete the purchase of the Property within 30 days of the Option Date, unless there is a mutually agreed extension of the closing date.

SECTION 20. Entire Agreement. This Lease shall constitute the entire agreement of the Landlord and Tenant, and shall supersede any prior agreements, either oral or written, pertaining to the Leased Premises.

SECTION 21. Waivers. One or more waivers of any covenant, term, or condition of the Lease by either Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition. The consent or approval by either Landlord or Tenant to or of any act by the other party requiring such consent or approval shall not be deemed a waiver or render unnecessary consent to or approval of any subsequent similar act.

SECTION 22. Choice of Law and Venue. This lease and the relationship created hereby shall be governed by the laws of the State of Texas. Venue for any action brought to interpret or enforce the terms of the Lease or for any breach shall be in Tarrant County, Texas.

SECTION 23. Compliance with Laws.

(a) From and after the Commencement Date, Tenant, at its own expense, shall ensure that the Leased Premises are in compliance with all federal, state, municipal, and other laws, ordinances, rules, and regulations applicable to the Leased Premises. No Hazardous Material (except for small quantities of household cleaning products and office supplies used in the ordinary course of Tenant's business at the Leased Premises and that are used, kept and disposed of in compliance with applicable laws) shall be brought upon, used, kept or disposed of in or about the Leased Premises, without Landlord's prior written consent, which consent may be withheld in Landlord's sole and absolute discretion. For purposes of this Lease, a "Hazardous Material" is any substance (A) the presence of which requires, or may hereafter require, notification, investigation or remediation under any laws; or (B) which is now or hereafter defined, listed or regulated by any governmental authority as a "hazardous waste", "extremely hazardous waste", "solid waste", "toxic substance", "hazardous substance", "hazardous material" or "regulated substance", or otherwise regulated under any laws.

(b) Landlord and Tenant each represent and warrant to the other that (a) neither the representing party nor its officers, partners, shareholders, or owners are a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List), (b) the representing party will not violate United States anti-terrorism laws, rules, regulations, and executive orders, and (c) the representing party will not do business with any entity that is listed on OFAC's Specially Designated and Blocked Persons List.

SECTION 24. Invalidity of Particular Provisions. If any provision of this Lease is or becomes illegal or unenforceable because of present or future laws or any rule or regulation of any governmental entity, the remaining parts of this Lease will not be affected.

SECTION 25. Memorandum of Lease. Upon the request of Landlord, Landlord and Tenant shall execute and acknowledge, in recordable form, a memorandum of this Lease to be recorded in the Real Property Records of Tarrant County, Texas.

SECTION 26. Estoppel Certificate. Within five (5) days following the request of Landlord (which request may be made at any time or from time to time), Tenant shall deliver to Landlord or Landlord's designee, an estoppel certificate in the form of Exhibit "D" attached hereto and incorporated herein by reference (the "Certificate") and, in addition, certifying to such facts or agreeing to such other matters as Landlord or Landlord's designee shall reasonably require. Tenant agrees to address any such Certificate to Landlord or Landlord's designee, and further agrees that any aforementioned addressee may rely upon such Certificate. Tenant acknowledges that it is unconditionally obligated to provide the Certificate to the aforementioned addressees as herein provided. Tenant acknowledges that Landlord is relying on Tenant's agreement to strictly comply with the provisions of this Section and shall hold harmless Landlord and Landlord's designees from any and all loss, cost, expense or damages incurred in connection with Tenant's failure to strictly comply with the same. Tenant and Landlord agree that any remedies available to Landlord at law would be inadequate for the protection of Landlord's rights hereunder, and therefore Landlord shall be entitled to seek and receive specific performance of Tenant's obligations hereunder. Tenant acknowledges that its obligation to deliver a Certificate is a condition precedent to its ability to occupy the Leased Premises.

SECTION 27. Subordination to Mortgages. Tenant accepts this Lease subject and subordinate to any mortgage(s), deed(s) of trust, or other lien(s) now or hereafter affecting the Leased Premises, and to renewals, modifications, refinancings and extensions thereof and if, but only if, each holder of any mortgage, deed of trust, or other lien subsequently affecting the Leased Premises has executed and delivered to Tenant a SNDA (hereinafter defined), then to any mortgage(s), deed(s) of trust, ground lease(s) and other lien(s) subsequently affecting the Leased Premises, and to renewals, modifications, refinancings and extension thereof (collectively, a “Mortgage”). The party having the benefit of a Mortgage shall be referred to as a “Mortgagee.” This clause shall be self-operative, but upon request from a Mortgagee, Tenant shall execute a commercially reasonable SNDA in favor of the Mortgagee. If requested by a successor-in-interest to all or part of Lessor’s interest in this Lease, Tenant shall, without charge, attorn to the successor-in-interest if, but only if, such successor-in-interest has executed a SNDA or other agreement whereby such successor in interest has agreed not to disturb or interfere with Tenant's possession of the Leased Premises (subject to the terms and conditions of this Lease) for so long as Tenant is not in default under this Lease beyond any applicable notice and cure period. Prior to permitting a Mortgagee to obtain a Mortgage on the Property, Landlord will use commercially reasonable efforts to cause such Mortgagee to execute a Subordination, Non-disturbance and Attornment Agreement (“SNDA”) in form and substance reasonably satisfactory to Landlord, Tenant, and the Mortgagee. The SNDA, among other things, shall provide that in the event a Mortgagee forecloses on the Leased Premises or otherwise enforces its right to divest Landlord of its fee simple interest in the Leased Premises, then such Mortgagee will not disturb Tenant's use and enjoyment of the Leased Premises for so long as Tenant is not in default under this Lease beyond any applicable notice and cure period.

[SIGNATURES ON FOLLOWING PAGE.]

Executed to be effective this _____ day of _____, 20____.

LANDLORD:

A Texas limited liability company

By: _____

Name: _____

Title: _____

TENANT:

THE CITY OF ENNIS,

A Texas municipal corporation

By: _____

Name: _____

Title: City Manager

APPROVED AS TO FORM AND LEGALITY:

City Attorney

ATTEST:

City Secretary

M & C Number : _____

Date: _____

Contract Number: _____

***** DRAFT *****

EXHIBIT "A"
PROPERTY DESCRIPTION

EXHIBIT "B"
COMMENCEMENT DATE MEMORANDUM

COMMENCEMENT DATE MEMORANDUM

THIS MEMORANDUM is made as of _____, by and between _____, LLC ("Landlord") and The City of Ennis ("Tenant").

Recitals:

WHEREAS, Landlord and Tenant are parties to that certain Lease Agreement dated _____ (the "Lease") for certain leased premises (the "Leased Premises") located at 107 North Sherman Street, Ennis, Texas.

WHEREAS, Tenant is in possession of the Leased Premises and the Term of the Lease has commenced.

WHEREAS, Landlord and Tenant desire to enter into this Memorandum confirming the Commencement Date, the expiration date of the Term, and other matters under the Lease.

NOW, THEREFORE, Landlord and Tenant agree as follows:

1. The actual Commencement Date is _____.
2. The actual expiration date of the Term is _____.
3. The Total Rent is _____ over the life of the Term.

Capitalized terms not defined herein shall have the same meaning as set forth in the Lease.

LANDLORD:

a Texas limited liability company

By: _____
Name: _____
Title: _____

TENANT:
THE CITY OF ENNIS
a Texas municipal corporation

By: _____
Name: _____
Title: Assistant City Manager

***** DRAFT *****

**EXHIBIT "C"
CONSTRUCTION DRAWINGS**

***** DRAFT *****

BUDGET ESTIMATE

EXHIBIT "D"
ESTOPPEL CERTIFICATE

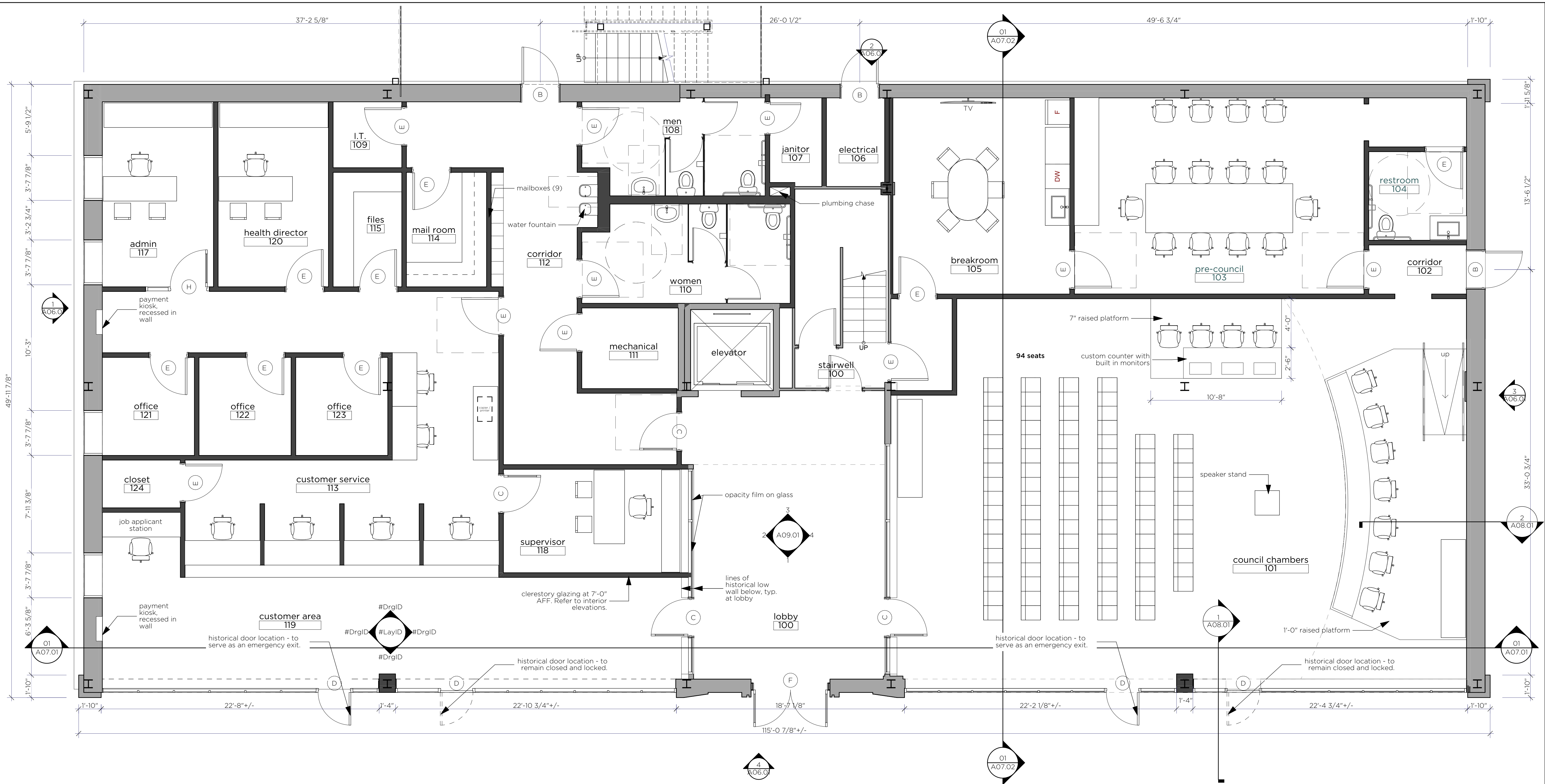
The undersigned Tenant executed and entered into a lease agreement ("Lease") on or about _____ with _____, LLC, as "Landlord" for 107 North Sherman Street, Ennis, Ellis County, Texas ("Property").

With respect to the Lease, Tenant hereby certifies as of the ____ day of ____, 20__, that:

1. No default exists under the terms of the Lease by either Landlord or Tenant.
2. No rental payments have been made in advance of the current calendar month except as follows: \$_____.
3. A security deposit in the amount of \$_____ has been made by Tenant and is currently being held by Landlord.
4. There are no events or conditions existing which could constitute a default of the Lease or of the owner of the Property under Lease or entitle Tenant to off-sets or defenses against the payment of rent accruing under the Lease.
5. The monthly payment of the Lease: \$_____.
6. The expiration date of the Lease is _____.
7. Tenant warrants and represents that it has the authority to execute this Certificate on behalf of Tenant and certifies that all the information contained herein is accurate as of this date.

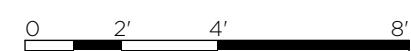
Executed this ____ day of ____, 20__.

By: _____
Name:
Title:
Name of Entity: City of Ennis



01 first floor plan

SCALE: 1/4" = 1'-0"



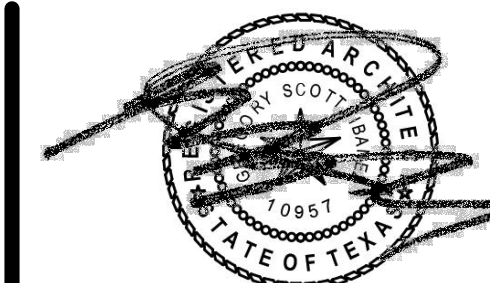
	overall area	city use area
first floor	3,711 sf	3,711 sf
second floor	3,991 sf	1,039 sf
third floor	4,316 sf	1,208 sf
total	12,018 sf	total 5,958 sf 49.5%

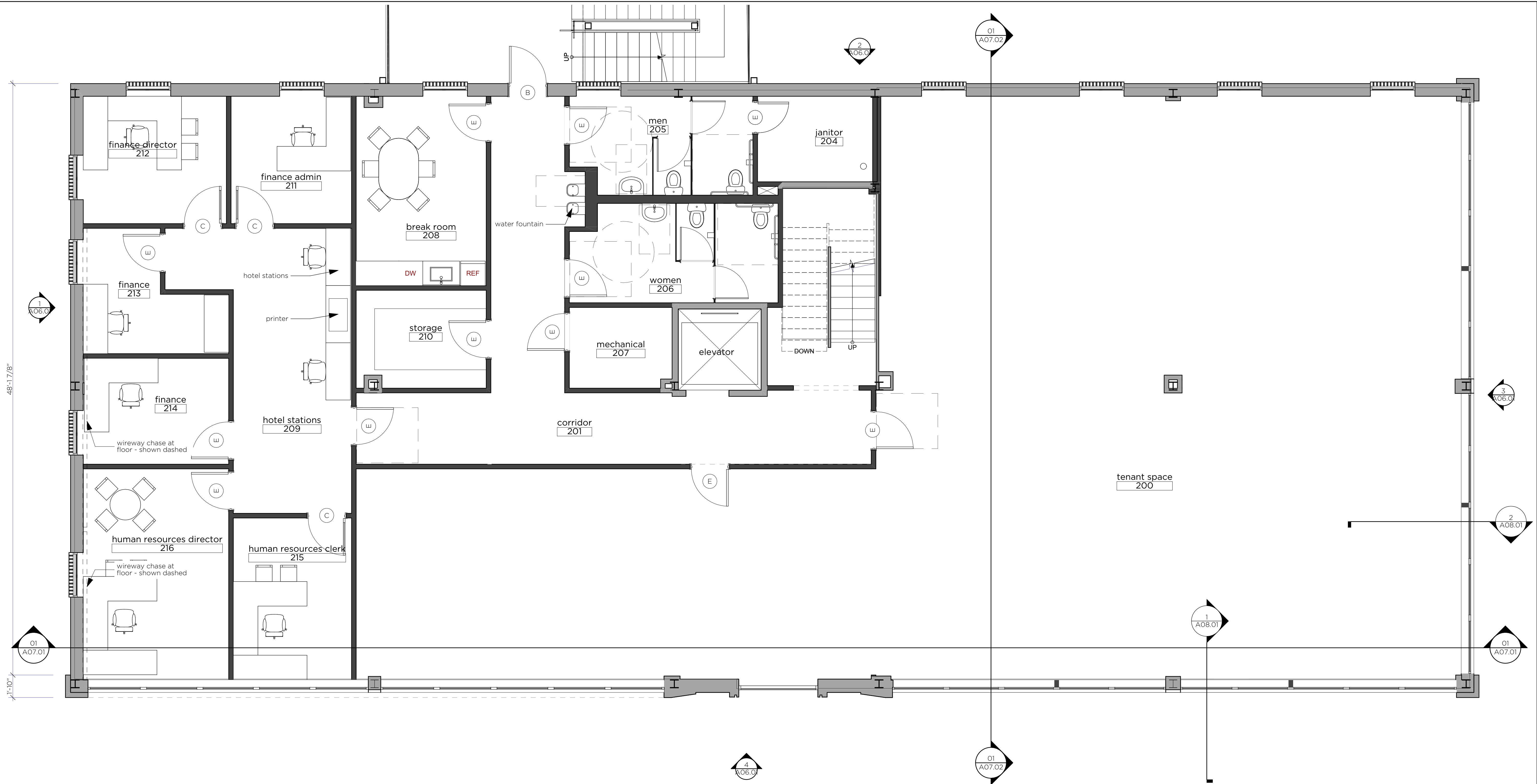
symbol legend

- existing walls
- new walls

floor plan general notes

- A. New interior walls must intersect the storefronts and upper floor windows only at vertical mullions or columns. Walls must be the same width as, or thinner than, the mullions for at least 18" back from the windows.
- B. G.C. to verify dimensions and existing building elements for compliance with drawings before commencing construction. Any discrepancies shall be immediately brought to the attention of the architect for resolution.





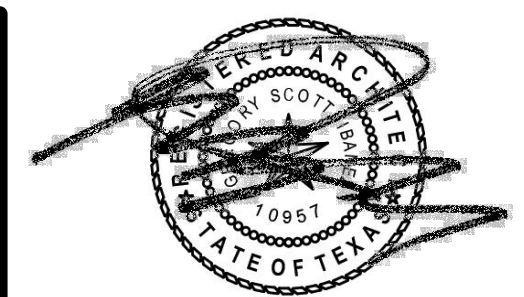
01 second floor plan
 SCALE: 1/4" = 1'-0"
 0 2' 4' 8'
 PLAN NORTH

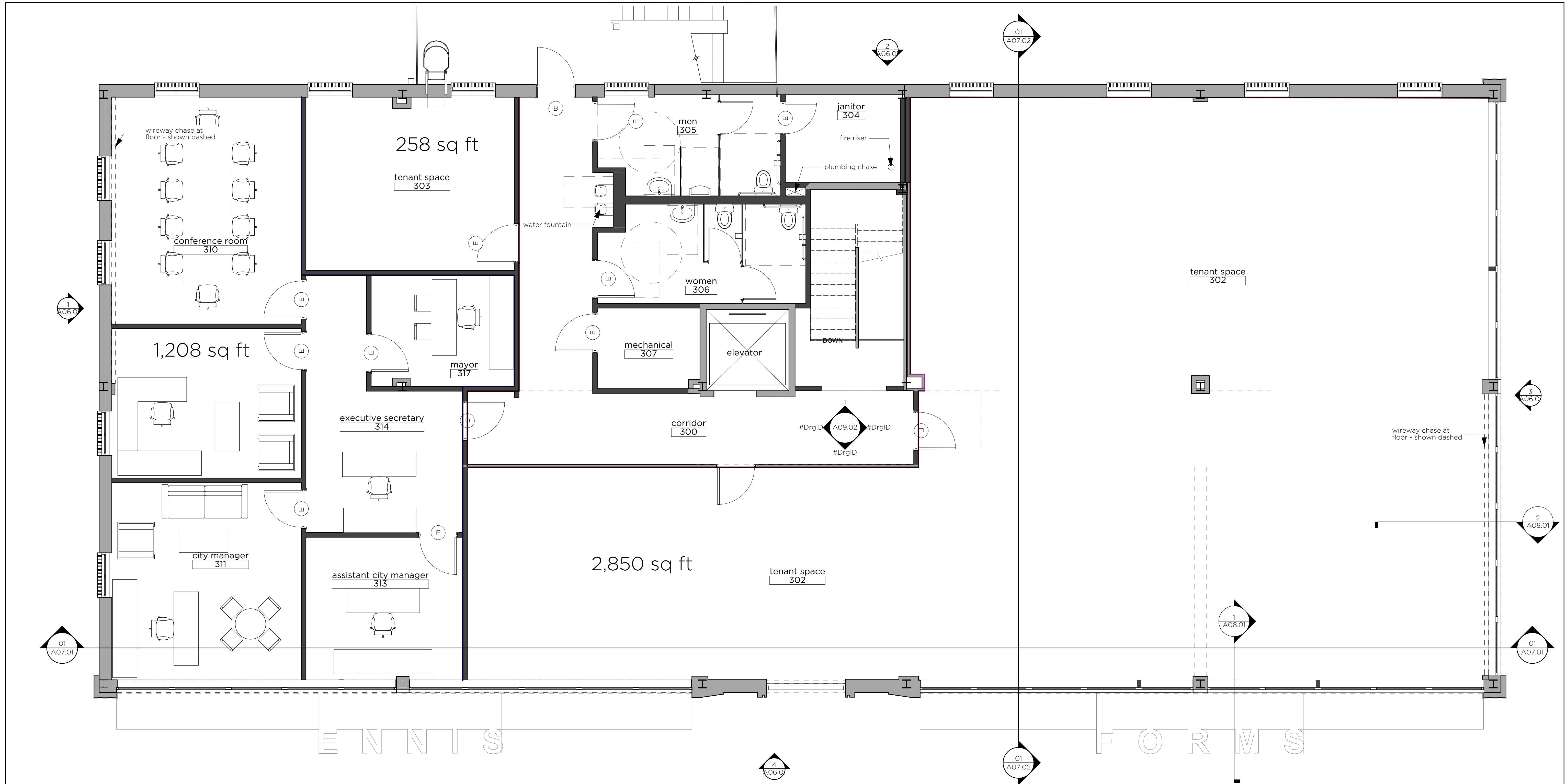
symbol legend	
	existing walls
	new walls

floor plan general notes

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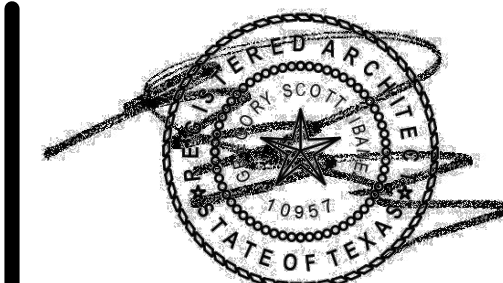


symbol legend

- existing walls
- new walls

floor plan general notes

- A. New interior walls must intersect the storefronts and upper floor windows only at vertical mullions or columns. Walls must be the same width as, or thinner than, the mullions for at least 18" back from the windows.
- B. G.C. to verify dimensions and existing building elements for compliance with drawings before commencing construction. Any discrepancies shall be immediately brought to the attention of the architect for resolution.



RESOLUTION NO _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, APPROVING “PROJECT KNOX STREET” WHOSE SCOPE INCLUDES WATER, SEWER, STORM WATER AND STREET RECONSTRUCTION, APPROVING THE EXPENDITURE OF UP TO THREE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$3,500,000) TO FUND THE PROJECT AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO COMPLETE THE PROJECT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Ennis, Texas, desires to further the economic development of the City and encourage capital investment within the City; and,

WHEREAS, the 2015 Comprehensive Plan and 2016 Downtown Master Plan recommends a number of projects that set the conditions for economic revitalization of the Downtown area by incentivizing private investment; and

WHEREAS, the City Commission wishes to advance the goals and objectives set forth in the Master Plans by providing modern infrastructure; and

WHEREAS, causing the installation and construction of streets and modern infrastructure is the most efficient means to achieve those goals and objectives; and

WHEREAS, the City of Ennis wishes to breathe life into the Historic Downtown area to encourage new and expanded business development, create an experiential destination where people of all ages, races and ethnicities, gather, socialize, conduct business, and generally experience a better quality of life;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, AS FOLLOWS:

SECTION 1. That the foregoing recitals are hereby found to be true and correct legislative findings of the City of Ennis, Texas, and are fully incorporated into the body of this Resolution.

SECTION 2. Authorizes “Project Knox Street” in an amount of \$3,500,000 for the purposes set forth and generally described as; water, sewer, street, storm water and other improvements in the Historic Downtown.

SECTION 3. Authorizes the City Manager to execute any and all documents required to complete this action.

SECTION 4. It is hereby declared to be the intention of the City Commission that the phrases, clauses, sentences, paragraphs and sections of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution 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 phrases, clauses, sentences, paragraphs and sections of this Resolution, since the same would have been

enacted by the City Commission without the incorporation of this Resolution of any such unconstitutional phrase, clause, sentence, paragraph or section.

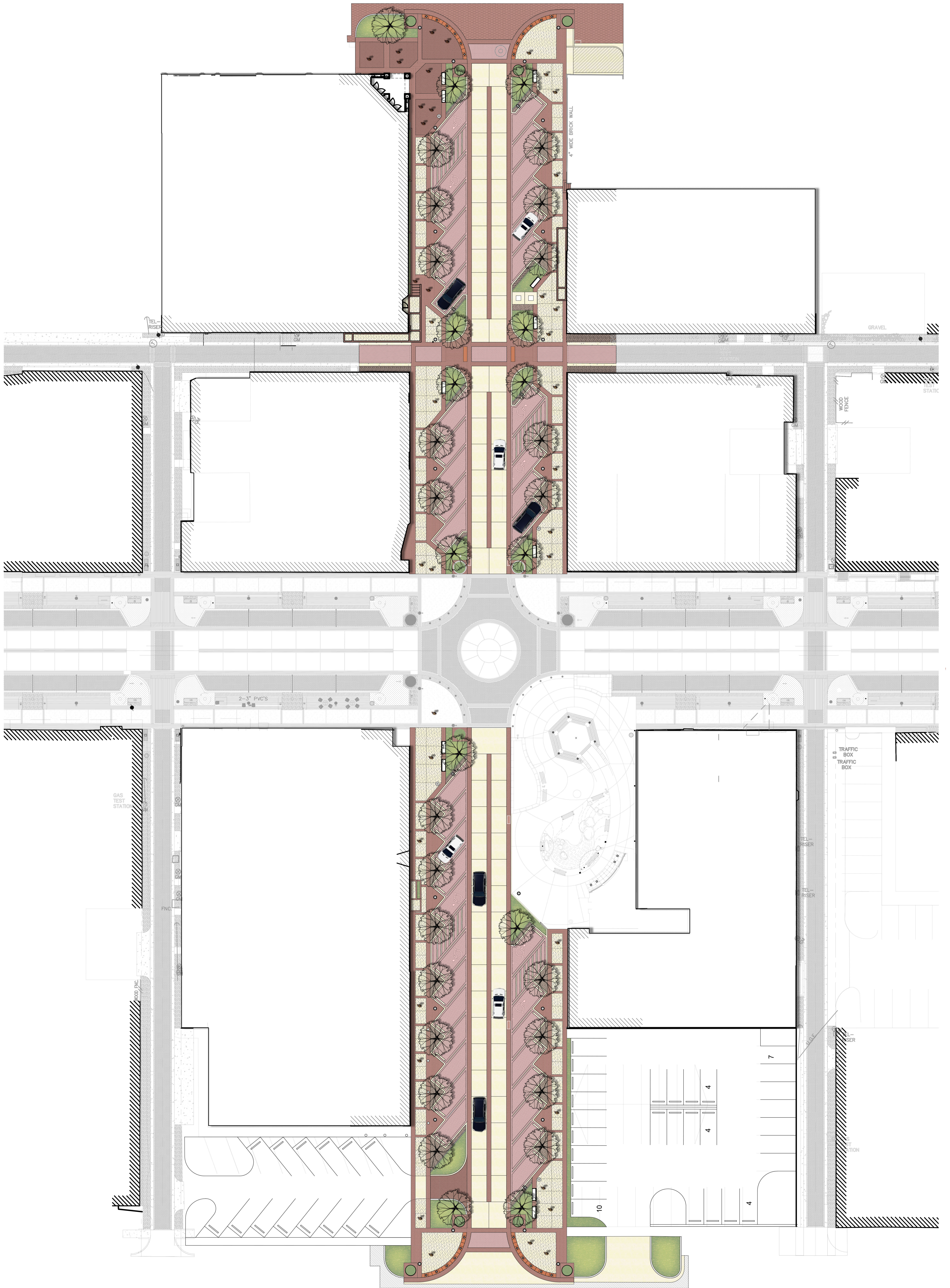
SECTION 5. That this Resolution shall become effective from and after its passage.

**PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS,
on this 19th day of May, 2020.**

ANGELINE JUENEMANN, Mayor
City of Ennis, Texas

ATTEST:

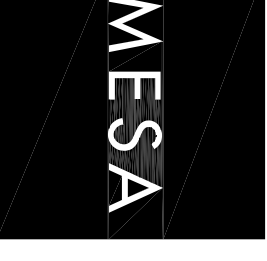
ANGIE WADE, City Secretary
City of Ennis, Texas





**Gresham
Smith**

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214.380.1500
www.greshamsmith.com
189E TEX., NO. 1-3989



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Dallas, Texas 75202
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**Downtown Master
Plan Implementation
Knox Street**



115 West Brown Street
Ennis, TX 75119



No.	Date	Revision Description

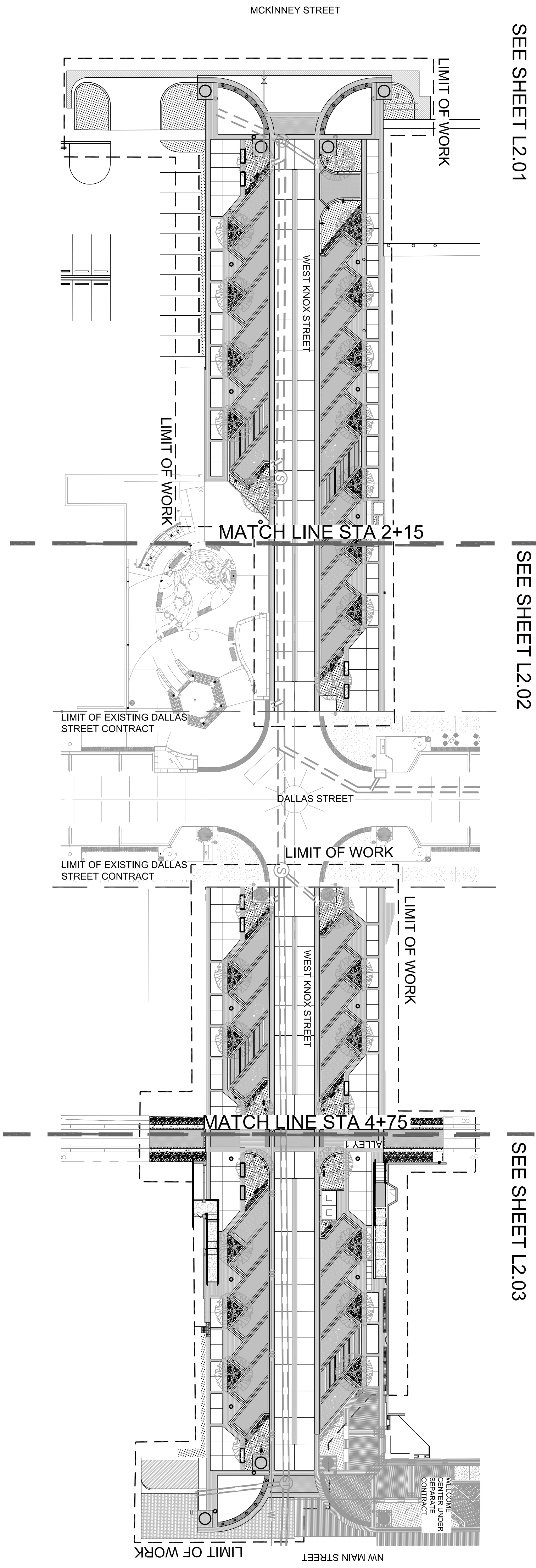
KNOX ST. SHEET LAYOUT PLAN

L2.00

FILE: L2.01
DATE: JAN. 2020

NOTES:

1. WRITTEN DIMENSIONS PREVAIL OVER SCALED DIMENSIONS. NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES.
2. ALL DIMENSIONS ARE PARALLEL AND PERPENDICULAR TO KNOX ST. 1 UNLESS OTHERWISE NOTED.
3. REFER TO CIVIL DRAWINGS FOR ALL DEMO, GRADING, DRAINAGE, STREET LAYOUT AND CURB LOCATIONS.
4. ALL HAROSCAPE ELEMENTS INCLUDING BUT NOT LIMITED TO BUILDINGS, STRUCTURES, PAVING, WALLS, SITE FURNISHINGS AND EXPANSIONSCORE JOINTS ARE TO BE STAKED IN FIELD AND EDGES PAINTED FOR REVIEW BY LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION.
5. ALL DIMENSIONS AND GRADES SHOWN ON THE PLANS SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY THE CONSTRUCTION MANAGER IF ANY DISCREPANCIES EXIST PRIOR TO PROCEEDING WITH CONSTRUCTION FOR NECESSARY PLAN OR GRADE CHANGES. NO EXTRA COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR REMEDIAL WORK DUE TO DIMENSIONS OR GRADES SHOWN INCORRECTLY ON THESE PLANS IF SUCH NOTIFICATION HAS NOT BEEN GIVEN.
6. EASEMENTS SETBACKS, BUILDINGS, CURB AND GUTTER AND UNDERGROUND UTILITIES HAVE BEEN SUPPLIED TO MESA BY THE PROJECT CIVIL ENGINEER. REFER TO CIVIL ENGINEERS DRAWINGS FOR ADDITIONAL INFORMATION.
7. THE CONTRACTOR BARES FULL RESPONSIBILITY FOR VERIFYING ALL UNDERGROUND UTILITIES, PIPES, STRUCTURES, AND LINE RUNS IN THE FIELD PRIOR TO CONSTRUCTION. ANY DAMAGE TO UTILITIES THAT ARE TO REMAIN SHALL BE REPAIRED IMMEDIATELY AT NO EXPENSE TO THE OWNER. MESA ASSUMES NO RESPONSIBILITY FOR UTILITIES NOT SHOWN ON PLANS.
8. PATCH/REPAIR ALL INTENTIONAL/UNINTENTIONAL DAMAGE TO EXISTING FACILITIES TO MATCH EXISTING.
9. CONTRACTOR IS RESPONSIBLE FOR ALL QUANTITIES PER DRAWINGS AND SPECIFICATIONS. ANY QUANTITIES PROVIDED BY MESA ARE PROVIDED FOR CONSTRUCTION ONLY. ANY QUANTITIES TO BID HEREON VERIFIED QUANTITIES. NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES.
10. ALL PEDESTRIAN SIDEWALKS AND PAVED SURFACES ARE TO BE GRADED WITH MAX. 4.9% SLOPE & 1.9% CROSS SLOPE UNLESS OTHERWISE NOTED. NOTIFY LANDSCAPE ARCHITECT OF ANY FIELD COMPLICATIONS.
11. WORKMANSHIP: GOOD WORKMANSHIP IS IMPORTANT. INCLUDING JOINTING PATTERNS AND PAVING LAYOUT. BRICK PATTERNS SHALL HAVE COURSING THAT ALIGNS WITH ADJACENT PATTERNS/BRICK AND UNIFORM JOINTS PER THE DETAILS AND SPECIFICATIONS. PATTERNS IN THE SET HAVE BEEN LAID OUT TO MINIMIZE THE AMOUNT OF BRICKS THAT NEED TO BE CUT.
12. ALL PAVERS TO BE INSTALLED USING STRING OR CHALK LINES TO KEEP PAVES BOND LINES STRAIGHT AND TRUE. THE STRAIGHT AND TRUE BOND LINES SHALL BE DETAIL MORE THAN 1/4" TO 1/2" MAX. 30 FEET FROM CORNER LINE TO KNOX ST. TO ESTABLISH A CENTER LINE WORKING OUTWARD SETTING PARALLEL STRING LINES EVERY 2 TO 6 FEET, DEPENDING ON THE AREA. TO CONTINUOUSLY CHECK AND ADJUST PAVES BOND LINES.)
13. ALL REGULATORY TRAFFIC AND PEDESTRIAN SAFETY SIGNAGE SHALL BE PROVIDED AND INSTALLED IN ACCORDANCE WITH THE MOST CURRENT MUTCD STANDARDS AND GUIDELINES. ALL SIGN LOCATIONS SHALL BE STAKED IN FIELD FOR REVIEW BY LANDSCAPE ARCHITECT PRIOR TO DRILLING PIERS. CONTRACTOR TO VERIFY IF CONFLICTS EXIST WITH UNDERGROUND UTILITIES. IF CONFLICTS EXIST, PIERS SHALL BE ENGINEERED AS REQUIRED TO ACCOMMODATE UTILITIES.



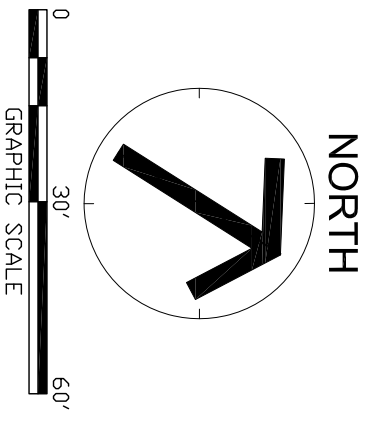
SEE SHEET L2.01

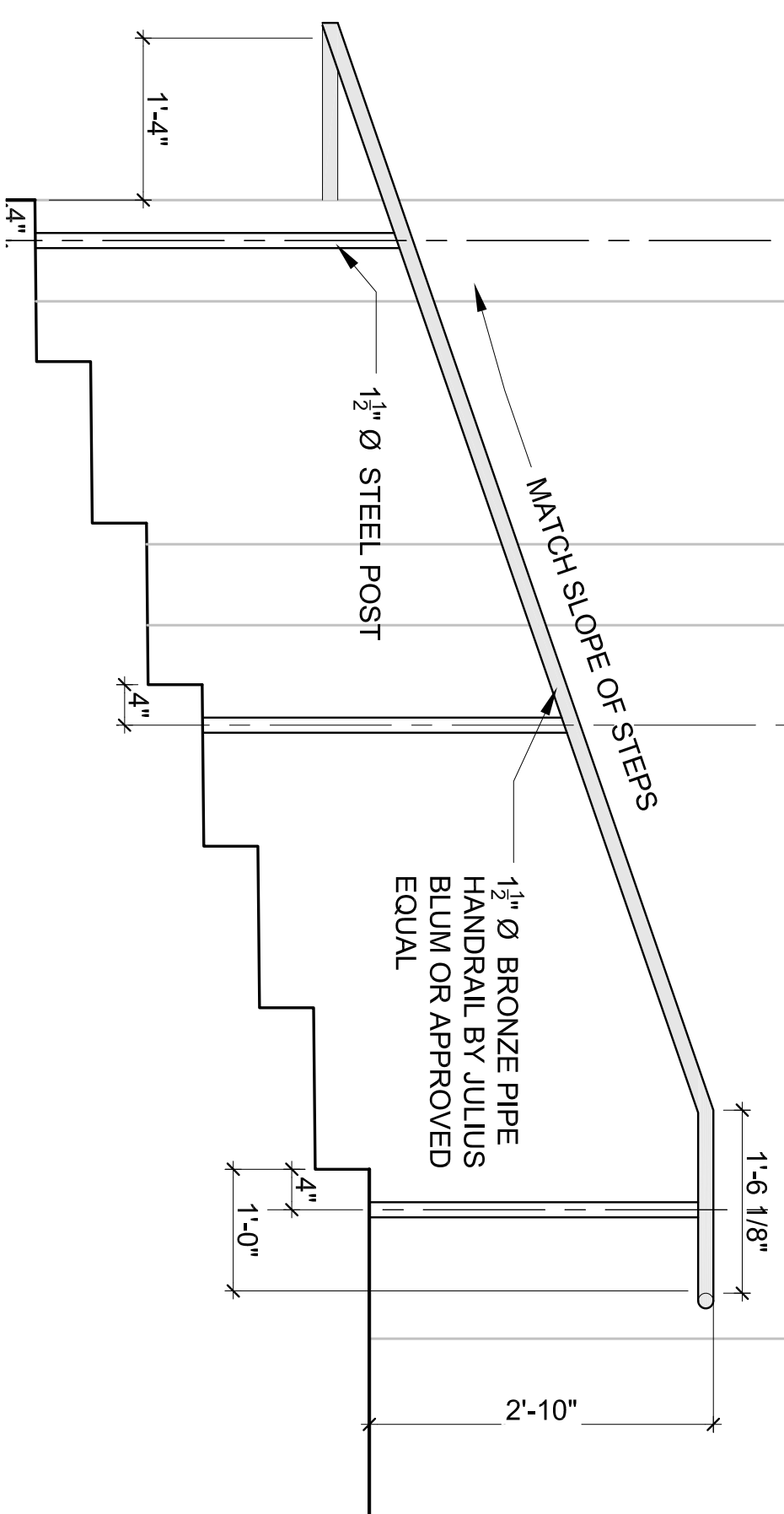
SEE SHEET L2.02

SEE SHEET L2.03

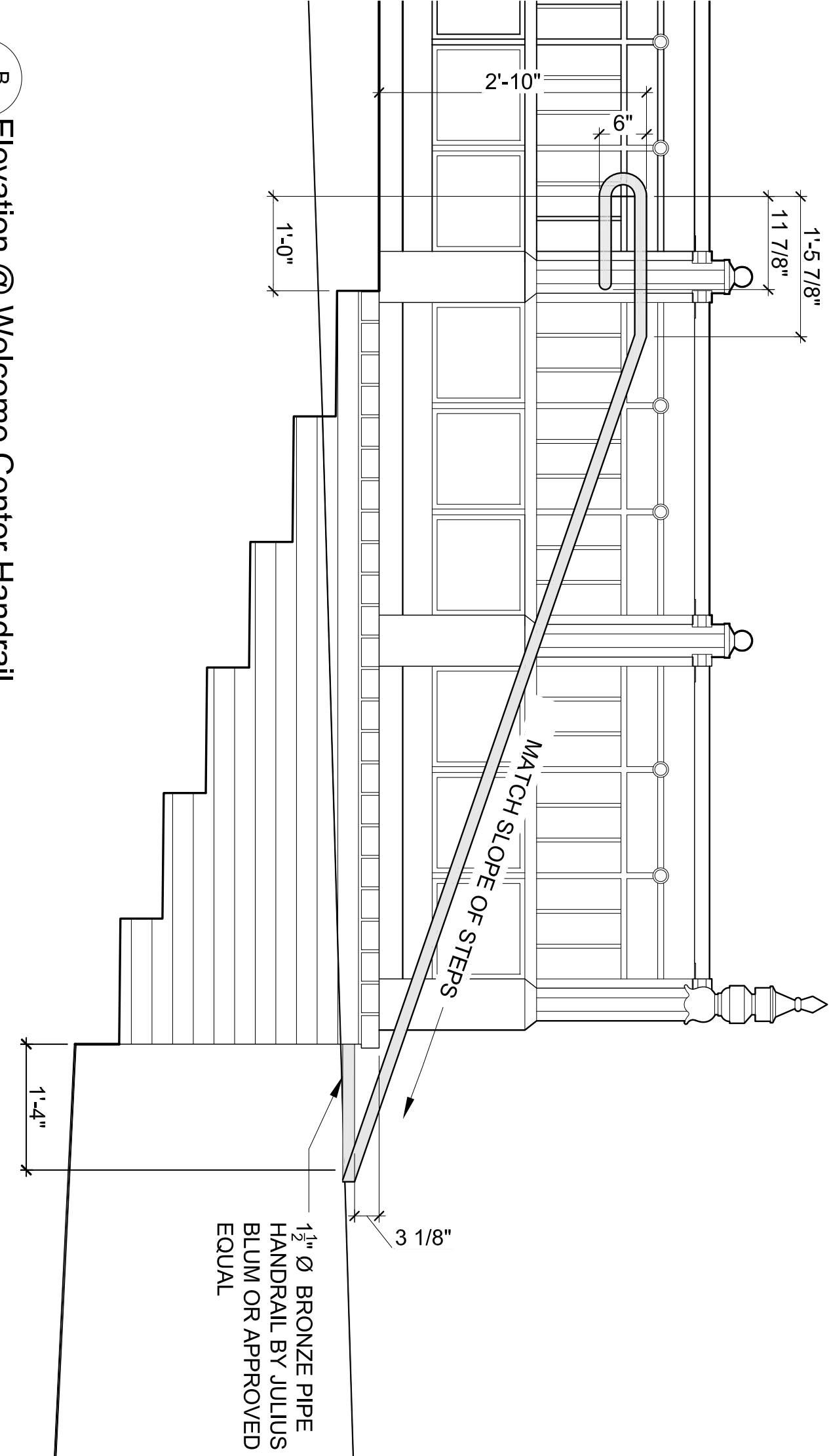
KNOX ST SHEET LAYOUT PLAN

Scale: 1" = 30'-0"



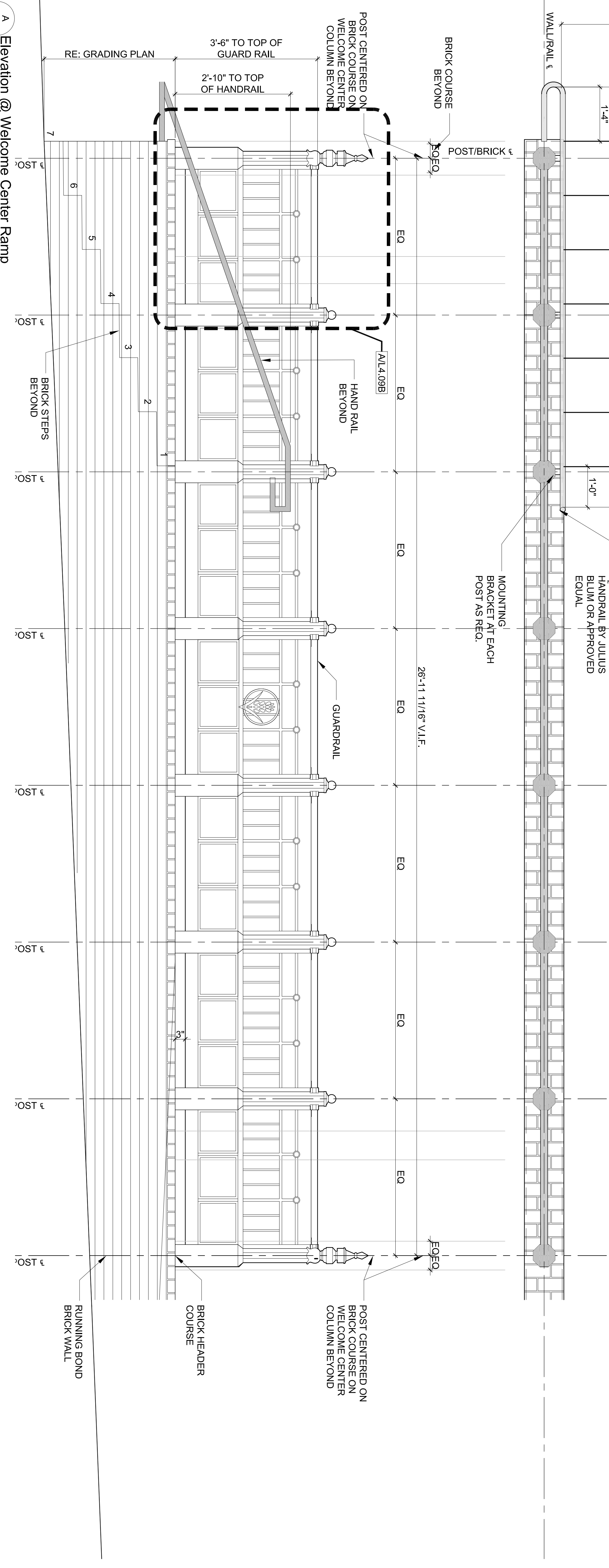


C Elevation @ Welcome Center Handrail
L4.09A Scale: 3/4" = 1'-0"

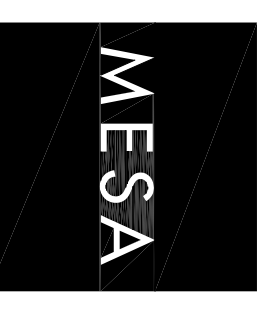


B Elevation @ Welcome Center Handrail
L4.09A Scale: 3/4" = 1'-0"

- NOTES:
1. CONTRACTOR TO VERIFY ALL UTILITIES PRIOR TO CONSTRUCTION.
 2. ALL HARDSCAPE TO BE STAKED IN FIELD FOR LANDSCAPE ARCHITECT'S APPROVAL.
 3. REFER TO SHEET L0.02 FOR ALL MATERIAL CALLOUTS AND REQUIRED SUBMITTALS.
 4. REFER TO SHEET L0.03 FOR ALL GENERAL NOTES AND SYMBOL LEGENDS.
 5. ALL BRICK USED FOR RAMPS AND WALLS ALONG WELCOME CENTER SHALL MATCH EXISTING BRICK AND PATTERN ON BUILDING. PROVIDE SUBMITTAL FOR REVIEW.
 6. ALL DIMENSIONS ARE PARALLEL & PERPENDICULAR TO BUILDING UNLESS OTHERWISE NOTED.
 7. CONTRACTOR TO PROVIDE WATERPROOFING ONLY IF PAVING IMPROVEMENTS ARE ADJACENT TO BRICK OR CRAWL SPACE EXISTS. REFER TO WATERPROOFING DETAIL FOR FURTHER INFORMATION.
 8. ALL WORK PERFORMED ADJACENT TO BUILDING SHALL BE COORDINATED WITH CITY PRIOR TO COMMENCEMENT OF WORK.
 9. CONTRACTOR TO PROVIDE SIGNED AND SEALED SHOP DRAWINGS OF ALL RAILING COMPONENTS FOR REVIEW AND APPROVAL BY LANDSCAPE ARCHITECT PRIOR TO FABRICATION.



A Elevation @ Welcome Center Ramp
L4.09A Scale: 3/4" = 1'-0"



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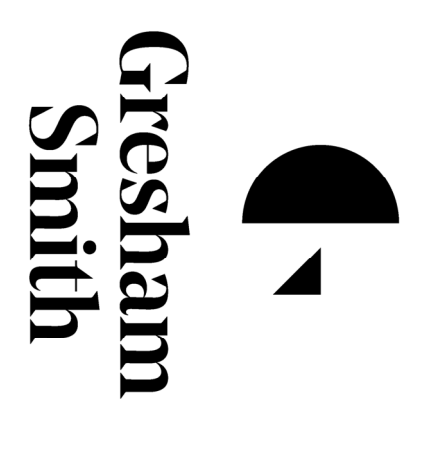


No.	Date	Revision	Description

WELCOME CENTER HARDSCAPE
DETAILS

L4.09A

FILE: L4.09A
PROJECT: D:\A\2020
DATE: JAN 2020



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