



**NOTICE OF REGULAR MEETING AGENDA
LANCASTER CITY COUNCIL
MUNICIPAL CENTER CITY COUNCIL CHAMBERS
211 N. HENRY STREET, LANCASTER, TEXAS**

Monday, August 23, 2021 - 7:00 PM



While the Mayor and other City Council Members may be physically present at the Municipal Center City Council Chambers, there may be Council members and staff that will attend and participate via video or audio link due to the COVID-19 emergency situation.

IMPORTANT NOTICE: Due to the COVID-19 (coronavirus) state of emergency and consistent with the Governor's Order regarding modifications to the Texas Open Meetings Act ("TOMA"), and executive orders, the public will not be admitted to the physical meeting location.

Please click the link below for forms:

<https://www.lancaster-tx.com/1413/Notice-Regarding-Public-Participation>

Please click the link below to join the webinar:

<https://us02web.zoom.us/joining/register/tZ0rcumtrjwrEtPiMiNPaiPI5VEbRttR01GG>

The meeting will be broadcast live via video at the following address:

<http://www.lancaster-tx.com/324/Watch-Meetings>

7:00 P.M. REGULAR MEETING:

CALL TO ORDER

INVOCATION: Ministerial Alliance

PLEDGE OF ALLEGIANCE: Council Member Marco Mejia

PROCLAMATION: Daughters of the American Revolution, National Suicide Prevention Awareness Month

PUBLIC TESTIMONY/CITIZEN'S COMMENTS:

At this time, citizens who have pre-registered before the call to order will be allowed to speak on any matter for a length of time not to exceed three minutes. No Council action or discussion may take place on a matter until such matter has been placed on an agenda and posted in accordance with law. Anyone desiring to speak on an item scheduled for a public hearing is requested to hold their comments until the public hearing on that item.

CONSENT AGENDA:

Items listed under the consent agenda are considered routine and are generally enacted in one motion. The exception to this rule is that a Council Member may request one or more items to be removed from the consent agenda for separate discussion and action.

1. Consider a resolution adopting City Council Goals and Objectives contained in the June 25, and June 26, 2021, City Council Strategic Planning Report prepared by The Elim Group.
2. Consider a resolution temporarily waiving certain fees from the Master Fee Schedule Article 2.000 related to the Clear the Shelter Event for a period of twenty-eight days from August 23, 2021, to September 19, 2021.
3. Consider a resolution approving the terms and conditions of an interlocal agreement by and between the City of Lancaster and Dallas County Department of Health and Human Services to provide certain health services.
4. Consider a resolution of the City of Lancaster proposed Fiscal Year 2021/2022 employee insurance program; allowing the City Manager to enter into agreements with employee benefit providers and/or administrators as follows: (1) Blue Cross Blue Shield for medical administration with a Health Savings Account (HSA) option; (2) Equitable for dental benefits administration; (3) Surency for vision benefit administration and renewal of agreements with (4) Dearborn National for Short Term Disability insurance; (5) Flores & Associates for cobra benefit administration; and (6) Alliance Work Partners for employee assistance program administration; authorizing execution of any necessary contracts and documents pursuant to this resolution.
5. Consider a resolution ratifying an amendment to the agreement for Professional Landscape Architectural Services with Halff Associates in an amount not to exceed \$7,600 for additional services related to the Texas Department of Transportation (TxDOT) Green Ribbon Project (CSJ0048-01-067).
6. Consider a resolution awarding RFP 2021-30 to Canary Construction, Inc. for replacement of +/- one hundred ninety-two feet (192) of wastewater main at the dead-end of Katy Street under Burlington Northern Santa Fe Railroad (BNSF), in an amount not to exceed one hundred twenty thousand, sixty-two dollars and thirty cents (\$120,062.30).

PUBLIC HEARING:

7. Conduct a public hearing and consider a resolution adopting the Lancaster City Council's Rules and Procedures, as amended.

ACTION:

8. M21-31 Discuss and consider an Ordinance abandoning a small section of Rolling Hills Place, Ocean Drive and Martinique Drive rights-of-way, City of Lancaster rights-of-way, and two (2) alley rights-of-way, providing for the furnishing of a certified copy of this Ordinance for recording the real property records of Dallas County, Texas as a deed; and providing an effective date.

9. M21-33 Discuss and consider a resolution accepting one (1) water easement (20-foot wide or 2.261 acre) from PME Oakmont Lancaster, LLC, (Grantor), to the City of Lancaster (City) for the installation, construction, operation, maintenance, replacement, repair, upgrade and/or removal of a waterline and all necessary or desirable structures, facilities and appurtenances necessary to provide a secondary and separate connection to the City water system; establishing conditions, providing for the furnishing of a certified copy of this resolution for recording in the property records of Dallas County, Texas as a deed.
10. Discuss and consider appointments to the Animal Shelter Advisory Board.
11. Discuss and consider the proposed FY 2021/2022 tax rate of \$0.769287 per \$100 assessed valuation, receive related tax calculation documents, take record vote to consider a tax rate to increase total tax revenues from properties on the tax roll in the previous year, and set public hearing dates on the proposed tax rate.

ADJOURNMENT

EXECUTIVE SESSION: The City Council reserves the right to convene into executive session on any posted agenda item pursuant to Section 551.071(2) of the Texas Government Code to seek legal advice concerning such subject.

ACCESSIBILITY STATEMENT: Meetings of the City Council are held in municipal facilities that are wheelchair-accessible. For sign interpretive services, call the City Secretary's office, 972-218-1311, or TDD 1-800-735-2989, at least 72 hours prior to the meeting. Reasonable accommodation will be made to assist your needs.

PURSUANT TO SECTION 30.06 PENAL CODE (TRESPASS BY HOLDER WITH A CONCEALED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A CONCEALED HANDGUN.

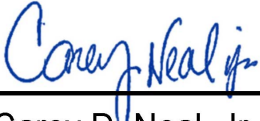
CONFORME A LA SECCION 30.06 DEL CODIGO PENAL (TRASPASAR PORTANDO ARMAS DE FUEGO CON LICENCIA) PERSONAS CON LICENCIA BAJO DEL SUB-CAPITULO 411, CODIGO DEL GOBIERNO (LEY DE PORTAR ARMAS), NO DEBEN ENTRAR A ESTA PROPIEDAD PORTANDO UN ARMA DE FUEGO OCULTADA.

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

CONFORME A LA SECCION 30.07 DEL CODIGO PENAL (TRASPASAR PORTANDO ARMAS DE FUEGO AL AIRE LIBRE CON LICENCIA) PERSONAS CON LICENCIA BAJO DEL SUB-CAPITULO H, CAPITULO 411, CODIGO DE GOBIERNO (LEY DE PORTAR ARMAS), NO DEBEN ENTRAR A ESTA PROPIEDAD PORTANDO UN ARMA DE FUEGO AL AIRE LIBRE.

Certificate

I hereby certify the above Notice of Meeting was posted at Lancaster City Hall on August 20, 2021 @ 7:00 p.m. and copies thereof were provided to the Mayor, Mayor Pro-Tempore, Deputy Mayor Pro-Tempore and Council members.

A handwritten signature in blue ink, reading "Carey D. Neal, Jr.", is positioned above a solid black horizontal line.

Carey D. Neal, Jr.

Assistant City Manager

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting

1.

Meeting Date: 08/23/2021

Policy Statement: This request supports the City Council 2021-2022 Policy Agenda

Goal(s): Financially Sound Government
Healthy, Safe & Engaged Community
Sound Infrastructure
Quality Development
Professional and Committed City Workforce

Submitted by: Carey Neal, Assistant City Manager

Agenda Caption:

Consider a resolution adopting City Council Goals and Objectives contained in the June 25, and June 26, 2021, City Council Strategic Planning Report prepared by The Elim Group.

Background:

City Council conducted its annual strategic planning session June 25, and June 26, 2021. Following Council's planning session, The Elim Group compiled information from Council's discussions into a report that defines the five-year Goals, Strategies, Mission Statement and Vision 2025 for the City.

Operational Considerations:

City Council goals and strategies provide the foundation to match City resources with priorities and help provide efficient services to citizens. Formal adoption of the goals and strategies is a "best practice" that establishes a clear, unified message for staff and the community. Council revised the Mission Statement and Vision 2025 for the City, key performance areas, and outlined 2021/2022 objectives as follows:

Mission Statement - The City of Lancaster partners with our community to deliver sustainable public services, preserving, protecting and enhancing the quality of life.

Vision 2025 - Lancaster is the Shining Star of Texas, with growing opportunities to prosper, live, learn, work and play.

Financially Sound Government - The City has a long-range financial plan and prudent fiscal policies and processes. Appropriate reserve levels and a competitive tax rate ensure that the City has funds available to address the needs of the community and responsibly manage its debt.

- Begin Planning for a Future Bond Election

Quality Development - The City encourages high quality, diverse housing, commercial and retail development and public facilities. Policies encourage sustainable building practices, conservation and the use of alternative energy sources.

- Continue implementation of the comprehensive plan
- Review and revise development codes/overlay districts
- Create new TIF districts including downtown, hospital, and campus areas

Healthy, Safe, & Engaged Community - Lancaster is a place where we embrace public safety and

proactive code enforcement in our neighborhoods to sustain vibrant residential and business communities. The community celebrates unity and participates in citywide events, recreational and cultural activities. Residents have opportunities for involvement in civic life through boards and commissions, youth and parent volunteer opportunities in recreation, sports teams, City elections, and Civic Academies, Schools and Citywide celebrations.

- Develop a proactive code enforcement strategy
- Explore funding options for a small business assistance initiative

Professional & Committed City Workforce - Lancaster City Government is an employer of choice with competitive pay that attracts an engaged, responsive, customer-oriented, innovative, and effective workforce. Some employees live in the City and all have a sense of ownership for the community. City employees feel needed and appreciated by elected officials, residents, and businesses. Employees are respectful and appreciative of their customers and the City's governing body. The City's Executive Staff are engaged with residents and attends community events, upholds strong customer service, and uses technology to aid them in working smarter.

- Complete a salary compression analysis

Sound Infrastructure - The City supports an adequate and well-maintained municipal infrastructure to meet both current demands and future expansion needs.

- Update the facility needs assessment
- Begin planning for Fire Station #4 site selection and funding
- Initiate planning for broadband community network

Legal Considerations:

The City Attorney has reviewed and approved the resolution as to form.

Public Information Considerations:

This item is being considered at a Regular Meeting of the City Council noticed in accordance with the Texas Open Meetings Act.

Options/Alternatives:

1. City Council may approve the resolution, as presented.
2. City Council may deny the resolution.

Recommendation:

Staff recommends approval of the resolution, as presented.

Attachments

Resolution

Exhibit A

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, ADOPTING THE LANCASTER CITY COUNCIL GOALS AND OBJECTIVES CONTAINED IN THE JUNE 25 AND JUNE 26, 2021, COUNCIL RETREAT REPORT, AS ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES AS EXHIBIT "A"; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council met in a strategic planning session June 25 and June 26, 2021 to review, discuss and refine City Council's vision and mission for the City of Lancaster; and

WHEREAS, after discussion and consideration, the City Council updated the five year goals and strategies for the City of Lancaster which identified a foundation of principles upon which the community will continue to prosper; and

WHEREAS, the City Council desires to adopt the City Council Retreat Report prepared by The Elim Group following the strategic planning session and the goals, strategies, Mission Statement and Vision 2025 contained in said report.

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

SECTION 1. That the City Council Goals and Objectives contained in the June 25 and June 26, 2021 Council Retreat Report, attached hereto and incorporated herein by reference as Exhibit "A", having been reviewed by the City Council of the City of Lancaster, Texas, and found to be acceptable and in the best interest of the City and its citizens, be, and the same is hereby, in all things approved and adopted.

SECTION 2. That any prior resolutions of the City of Lancaster, Texas, in conflict with the provisions of this resolution, except as noted herein, be, and the same are hereby, repealed and revoked.

SECTION 3. That this resolution shall take effect immediately from and after its adoption and it is accordingly so resolved.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 9th day of August, 2021.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney



EXHIBIT A

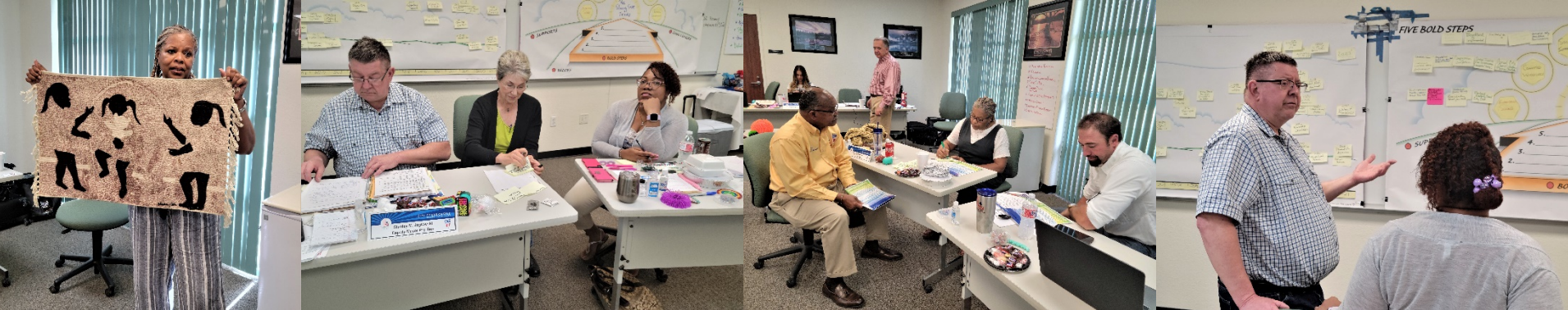


City of Lancaster, Texas 2021 City Council Retreat *Final Report*



June 25 - 26, 2021





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2021 City Council Retreat

BACKGROUND, OBJECTIVES & APPROACH

Background, Objectives & Approach ...

The City of Lancaster engaged The Elim Group (“Elim”) and Baker Tilly to plan and facilitate the 2021 strategic planning retreat for the Mayor, City Council, City Manager and City Secretary. The retreat was held on June 25th and 26th, at the Lancaster Pump Station.

Background

The City of Lancaster, Texas is located in Dallas County and is governed under the Council-Manager form of government. Serving a population of approximately 40,000 residents, the City is situated within a strategically important growth corridor in Dallas’s Southern Sector, with highly advantageous access to the national transportation network. Lancaster leaders have established a disciplined and consistent practice of annual strategic planning workshops to assist the Mayor, Council and executive staff to articulate a collective vision for the community and to agree on specific goals and objectives for the future of the community.

In 2021, the City Council included two new members and the City was emerging from the challenges of the COVID-19 pandemic of 2020. In recognition of these factors, the City Council and City Manager agreed that a “refresh” of some of the core aspects of the Lancaster Strategic Plan, including the City’s vision and mission statements, strategic goals and objectives, and priorities for the 2021-2022 fiscal years. Additionally, the planning retreat included activities and dialog to strengthen governance, teamwork, and City Council policies and procedures.

Objectives

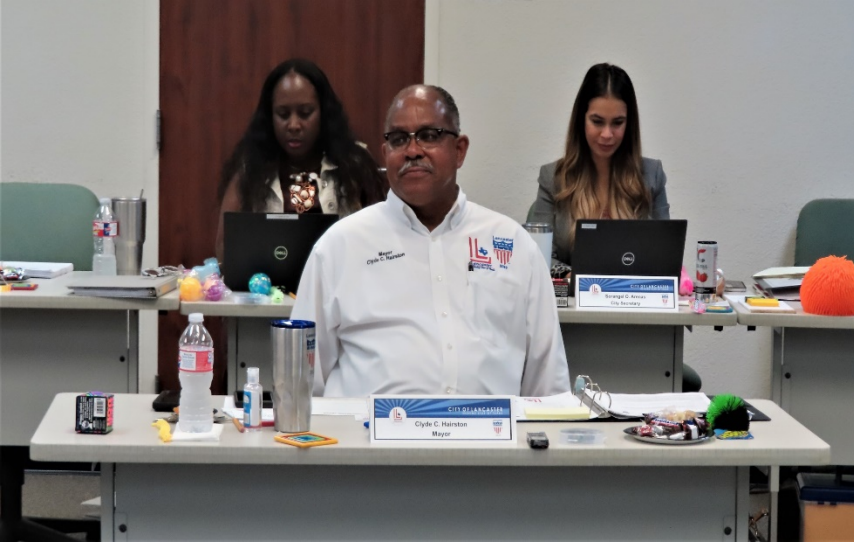
The intended outcomes of the strategic planning retreat were clearly articulated by the City in advance and are rooted in the organization’s commitment to annual strategic planning retreats. The objectives for the annual retreat include:

- Support the City Council’s efforts to be a strong and cohesive governing body, building trust, and collaborating to address the evolving needs of the Lancaster community.
- Review and revise as necessary the policies, procedures and practices the City Council uses to guide its governance and decision-making processes.
- Refine, as needed, the specific, high-priority goals and objectives required to move the city forward.

Scope and Approach

The scope of the 2021 strategic planning retreat mirrored that of prior retreats and included the following tasks:

- Work with the City Manager’s office, City Secretary and Mayor to develop a program to best serve the needs of the City Council.
- Strengthen teamwork, collaboration, mutual respect, and trust between and among Council members and City staff.
- Facilitate the City Council’s annual review of its rules and procedures and the identification of needed clarifications or amendments.
- Review the Council’s strategic goals and priorities based on past success and future needs.
- Document the results of the retreat in a written summary report.



2021 City Council Retreat

**WORKSHOP AGENDA,
COUNCIL INTRODUCTIONS &
COUNCIL EXPECTATIONS**

2021 Retreat Overview

What does our past **success** tell us about our potential for future **accomplishment**?

Given changes in leadership and the impact of the pandemic, are our statements of **vision** and **mission** still accurate?

How can we become an even more **effective team** of community leaders?

What are our **collective goals and objectives** in this new era?

What changes to our policies can help our **continued progress**?

Retreat
Agenda
-
Friday
June 25

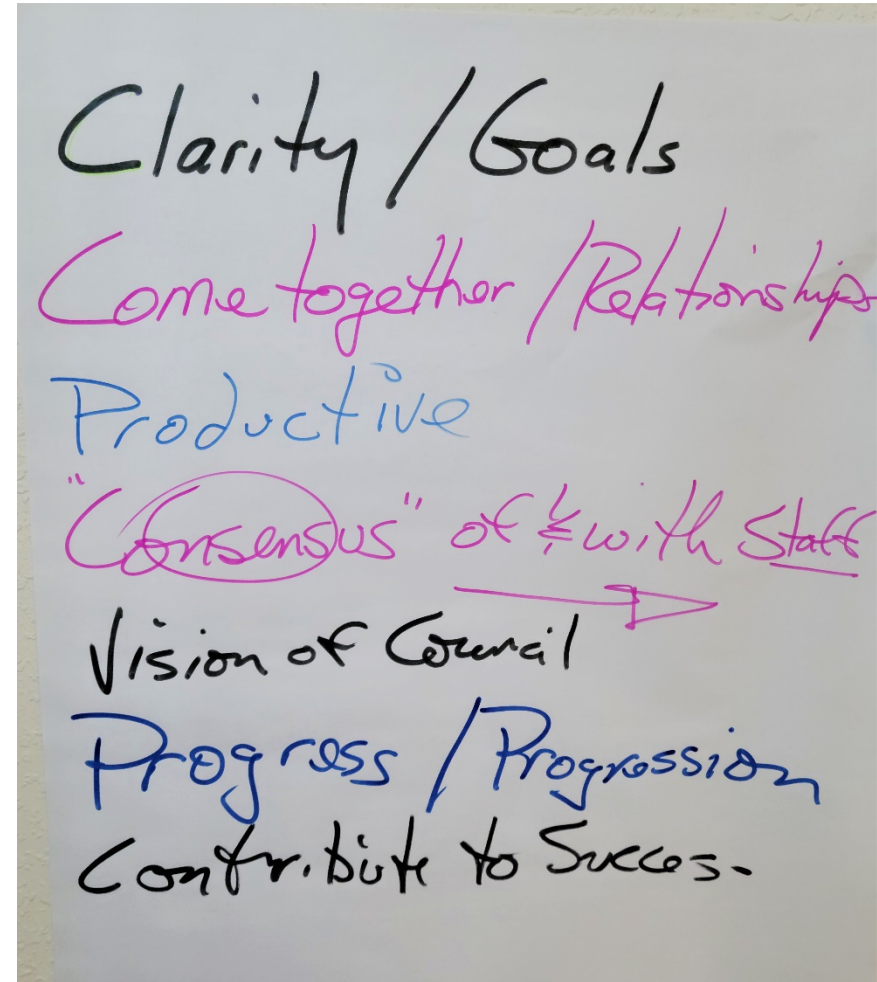
Time	Activity	Participants
8:00	Coffee is On!	
8:45	Welcome/Opening Comments	Mayor/City Manager
8:50	Agenda Review/Ground Rules	Mike/David E
9:00	Introductions and Summit Expectations	Mike/Team
10:00	BREAK	
10:15	Our Journey to Excellence	David E/Team
11:45	LUNCH	
12:30	Practical Teamwork	Mike/Team
2:30	BREAK	
2:45	Council Policies and Procedures	Mike/David R/Team
3:45	Let's Think Strategically	Mike/David E/Team
4:55	Ahas!, Insights, Reflections	Mike/David E/Team
5:00	Dinner and Adjourn	

Retreat
Agenda
-
Saturday
June 26

Time	Activity	Participants
8:00	Coffee is On!	
8:45	Let's Think Strategically (continued, if necessary)	Mike/David E
9:45	Strategic Goals & Objectives	Mike/David E/Team
10:30	BREAK	
10:45	Strategic Goals & Objectives (continued)	David E/Team
11:45	LUNCH	
12:30	Let's Prioritize	David E/Team
2:00	Thoughtful Reflection/Next Steps	Team
3:00	Final Thoughts/ Adjourn as Completed	Mayor

Workshop Agenda and Expectations... "Bring & Brag" and Council Expectations ...

City Council members were each asked to bring a Memento that meant a lot to them. They told a story about their memento, focusing especially on lessons learned or personal impacts surrounding the item. They also listed their expectations for the results/outcomes of the 2021 planning retreat as they told their Memento Story.



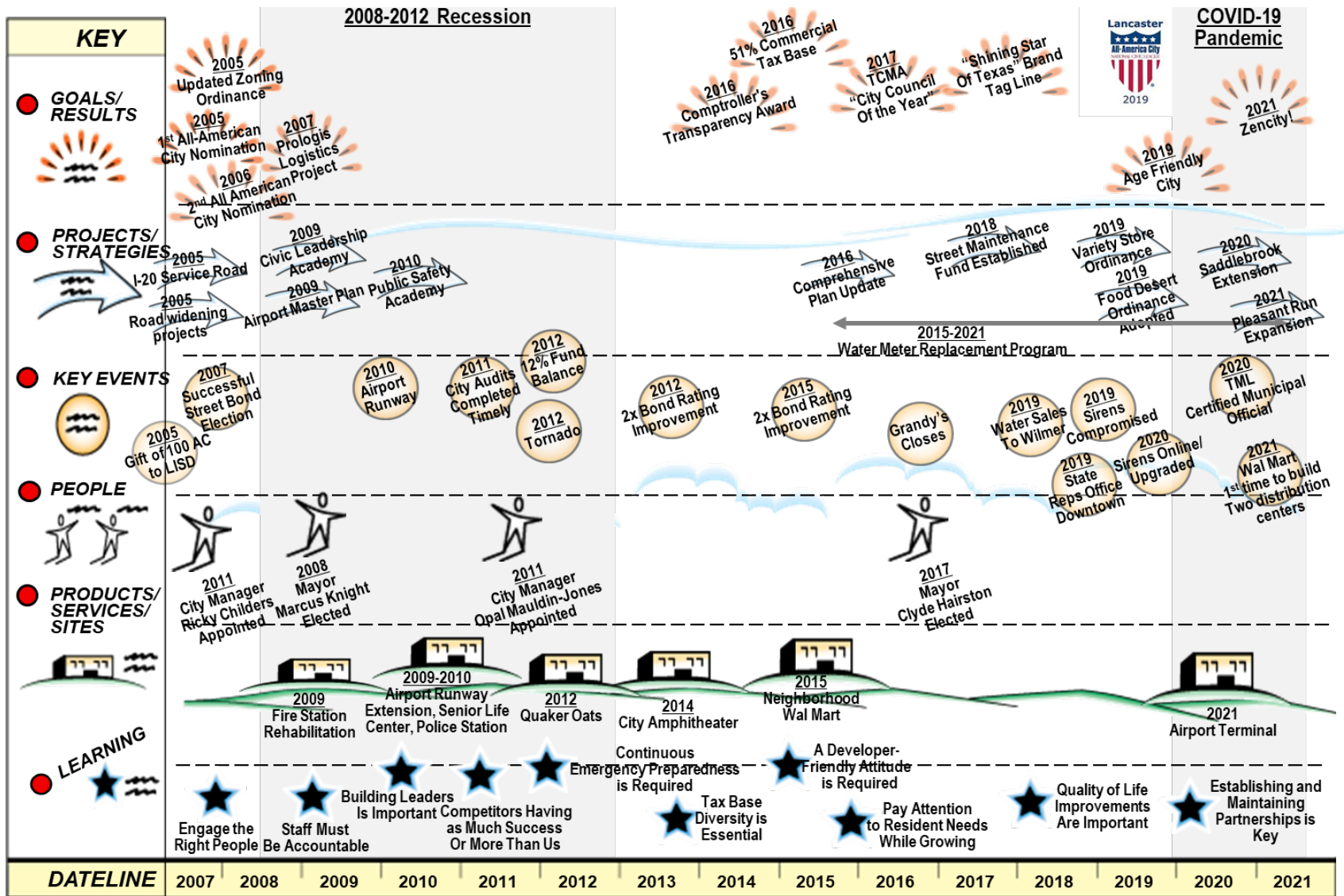


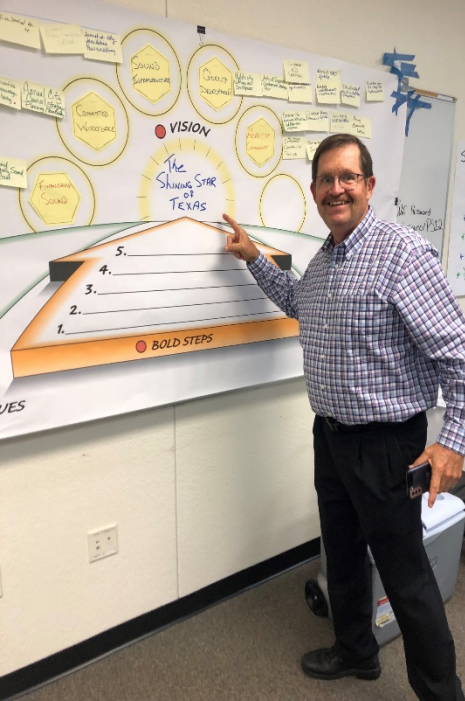
2021 City Council Retreat

OUR JOURNEY TO EXCELLENCE

Journey to Excellence ... History 2008-Present ...

Retreat participants took some time to reflect on past accomplishments of the City by building a “graphic history” of results obtained, strategies implemented, the impact of critical events, the contributions of key people, the completion of high-impact projects, and the important lessons learned over the years.



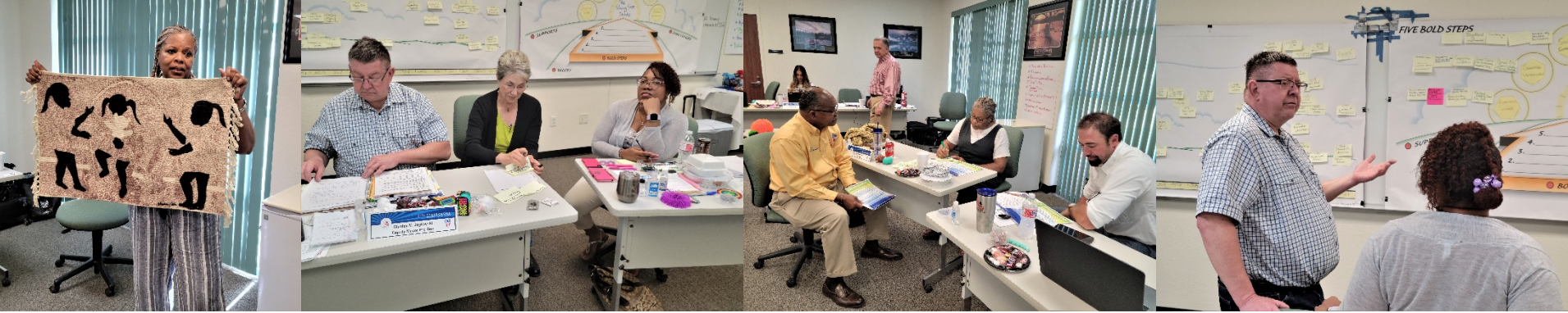


2021 City Council Retreat

PRACTICAL TEAMWORK

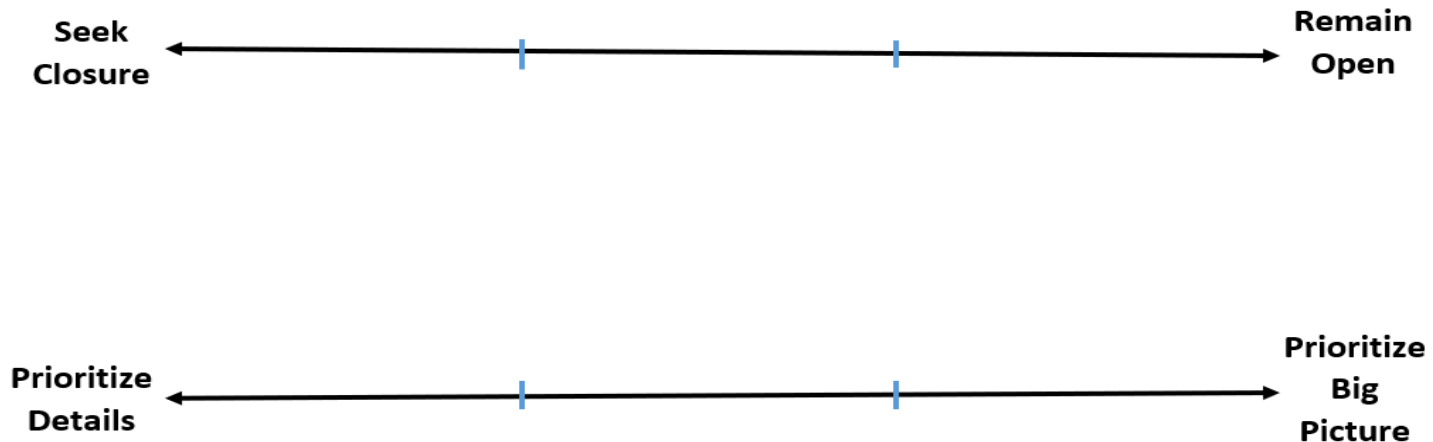
THE WORK OF LEADERS

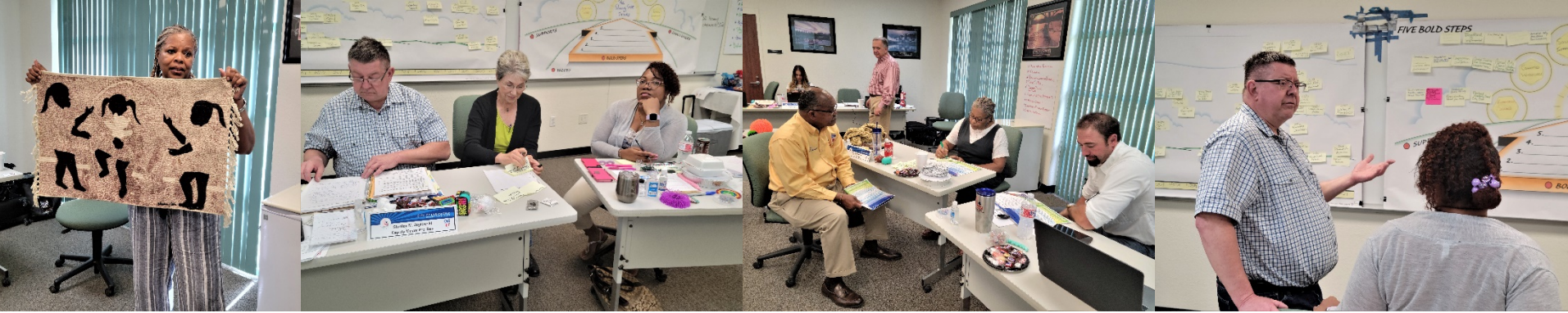




SAMPLE WORK OF LEADERS CONTINUUM

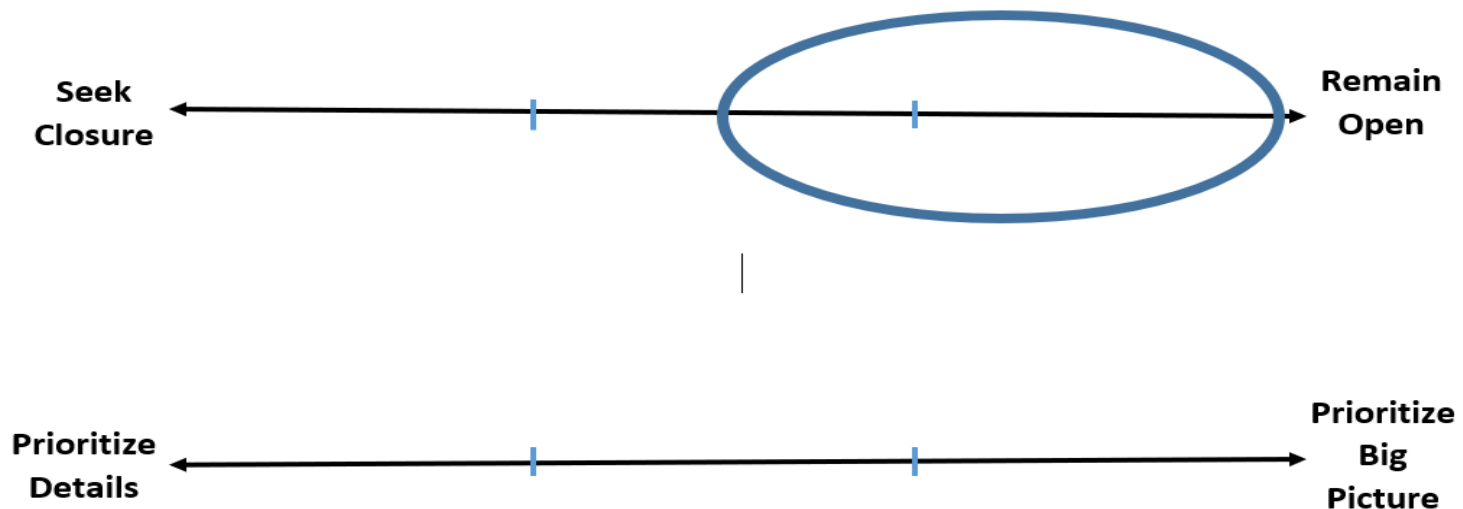
Remaining Open and Prioritizing the Big Picture

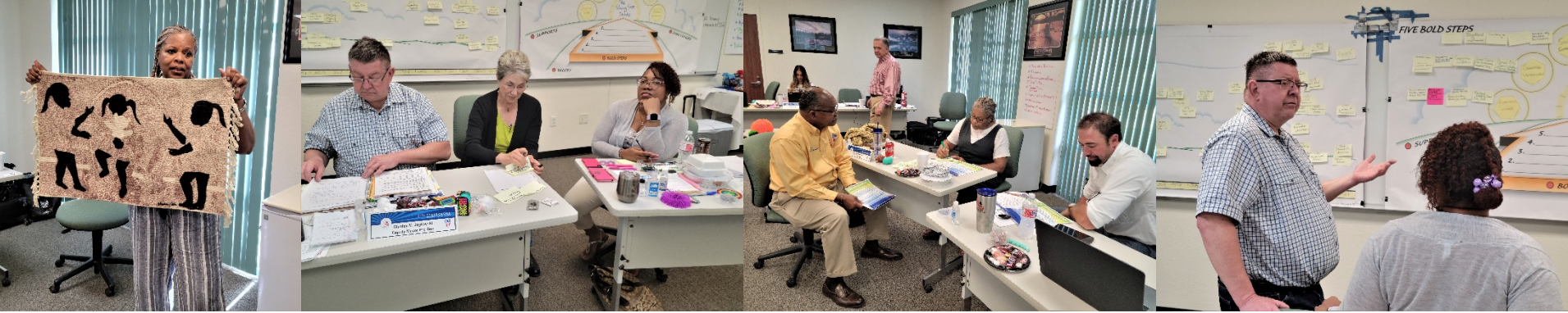




THE MODEL CONSIDERS THE UPPER THIRD AS BEST PRACTICE

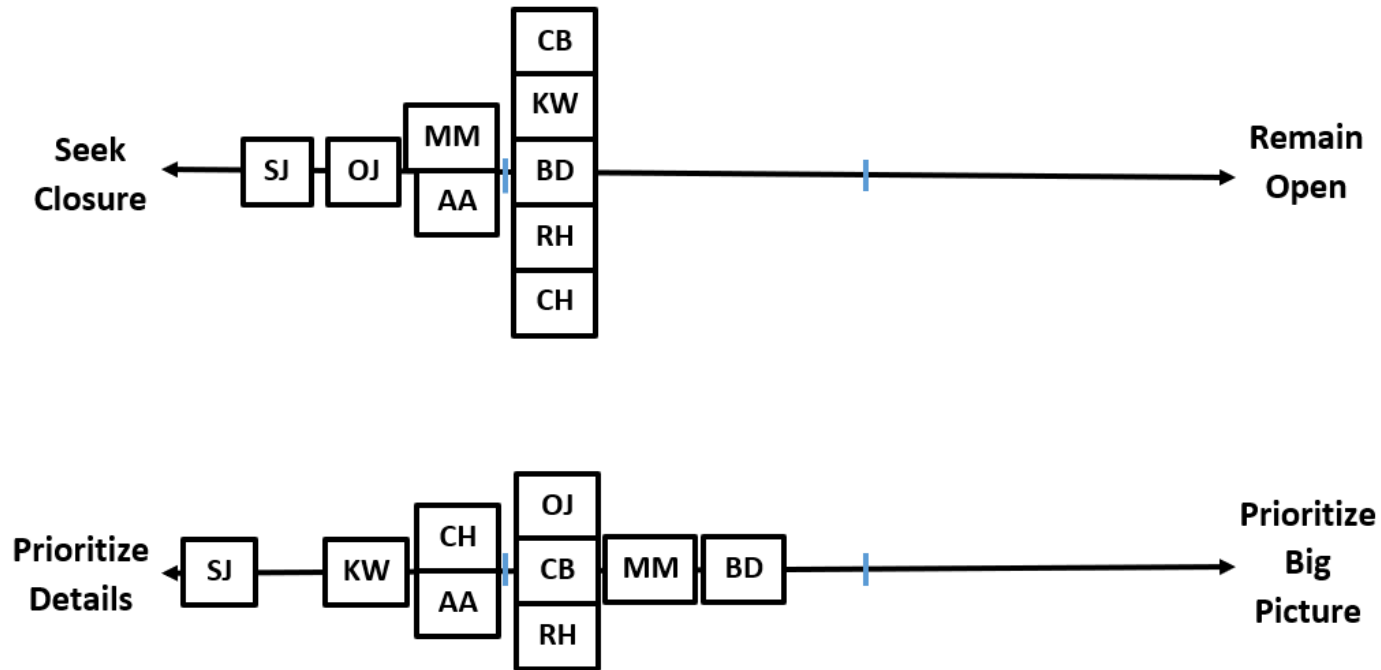
Remaining Open and Prioritizing the Big Picture

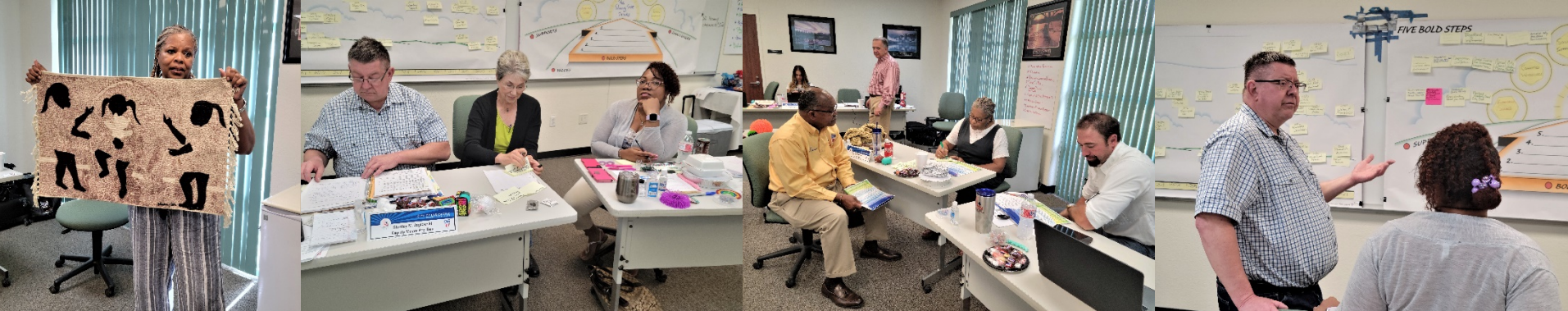




VISION: EXPLORATION

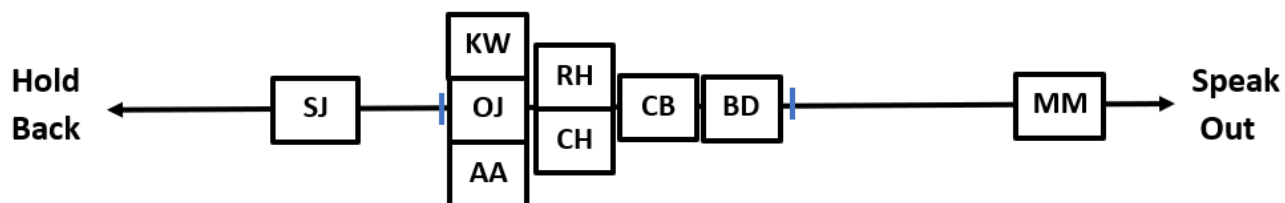
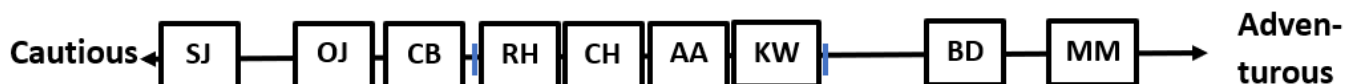
Remaining Open and Prioritizing the Big Picture

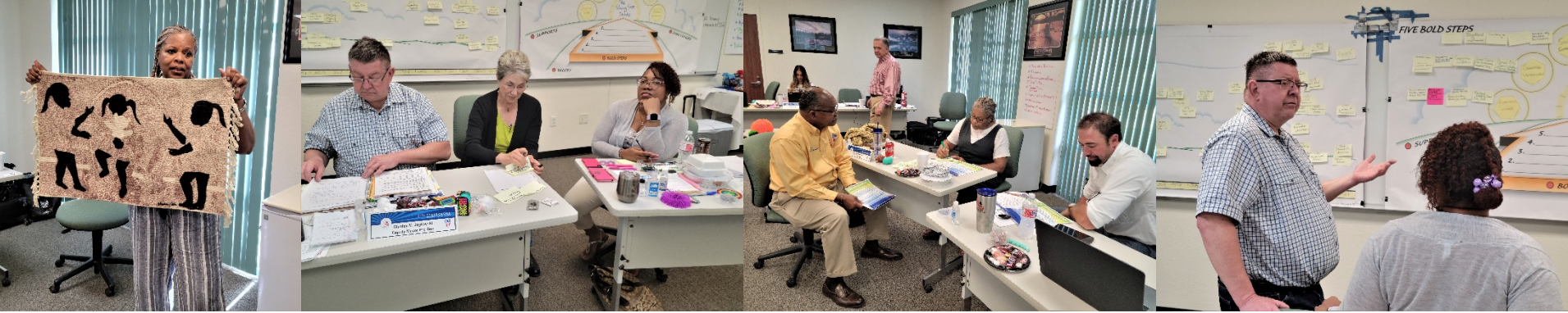




VISION: BOLDNESS

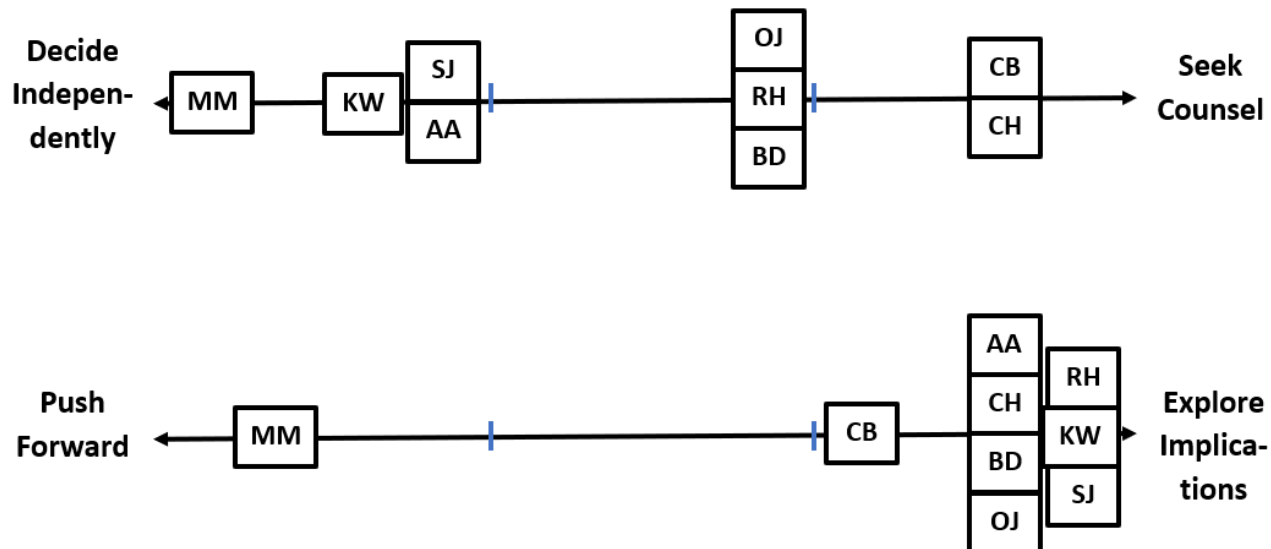
Being Adventurous and Speaking Out

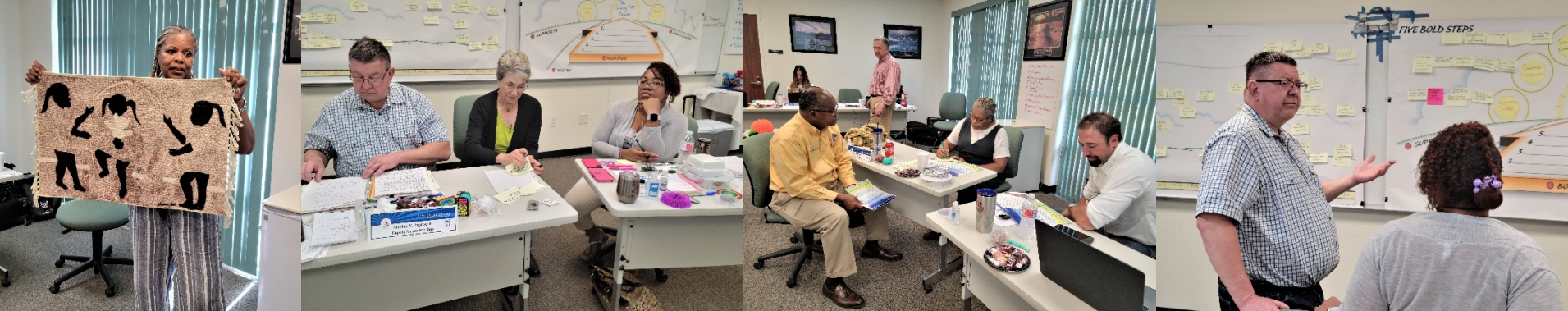




VISION: TESTING ASSUMPTIONS

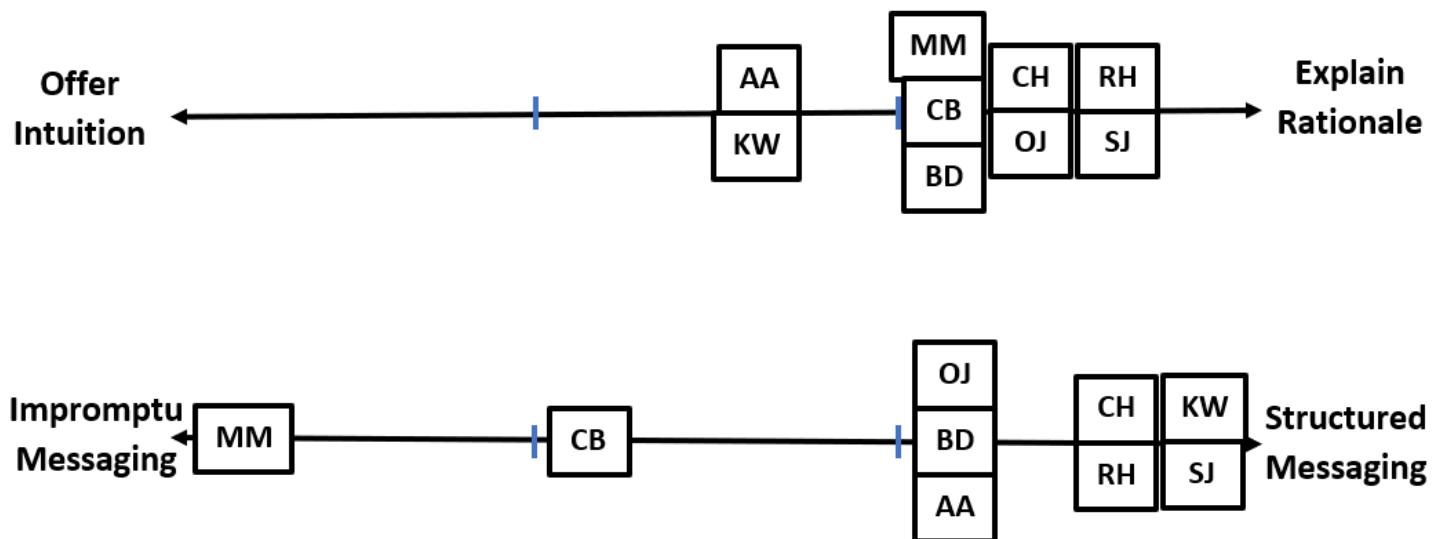
Seeking Counsel and Exploring Implications

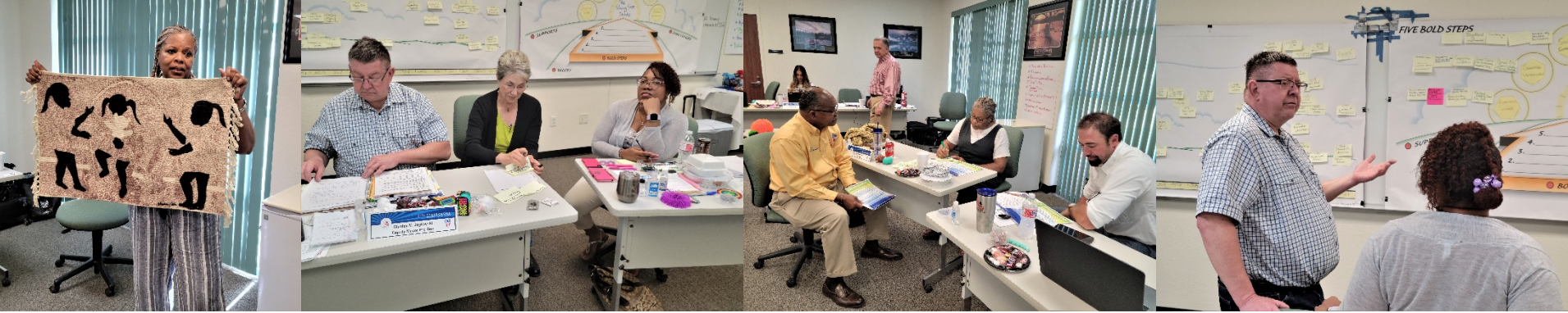




ALIGNMENT: CLARITY

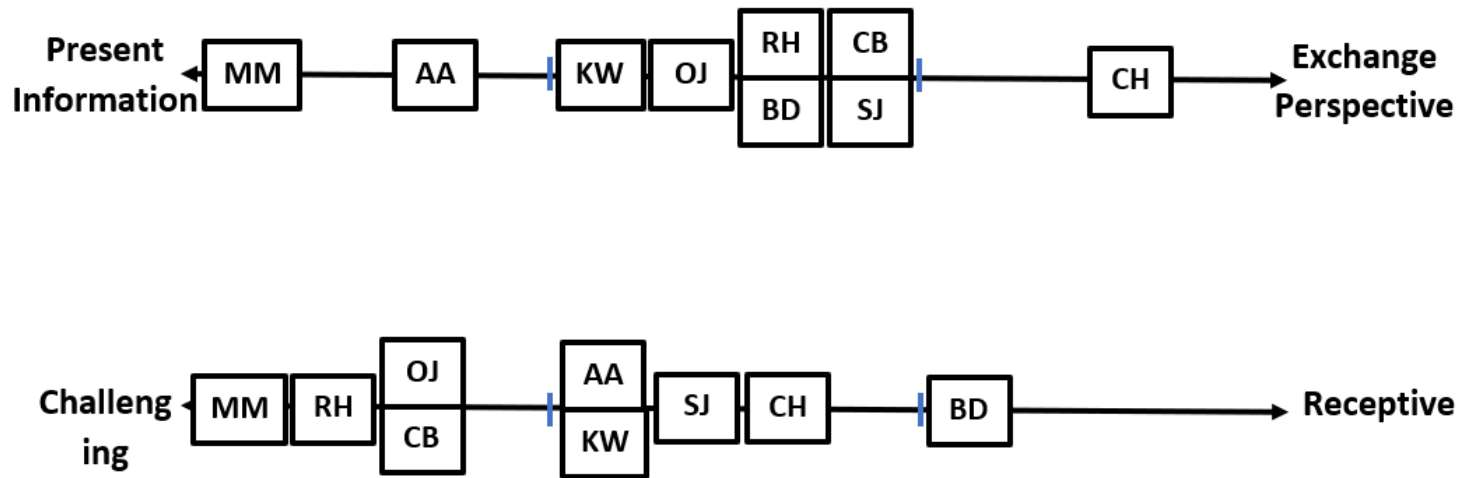
Explaining Rationale and Structuring Messaging

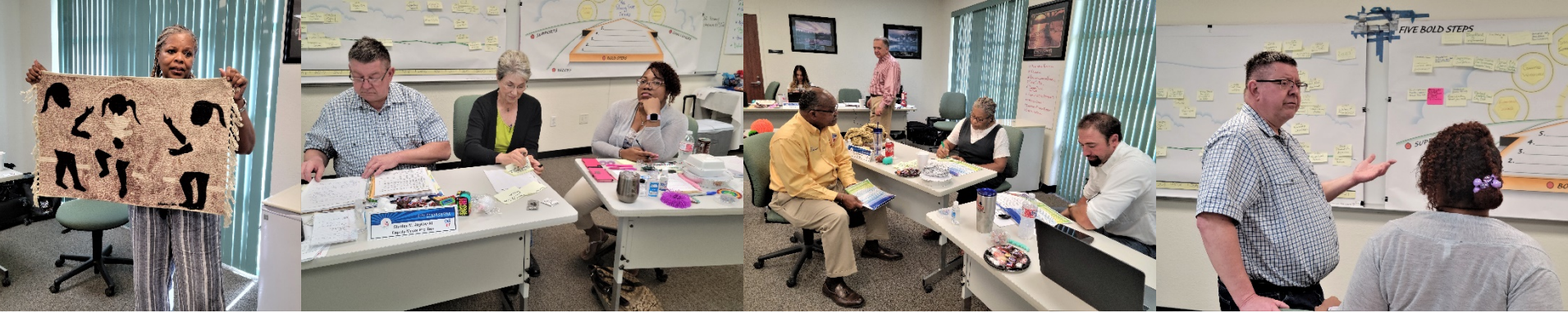




ALIGNMENT: DIALOGUE

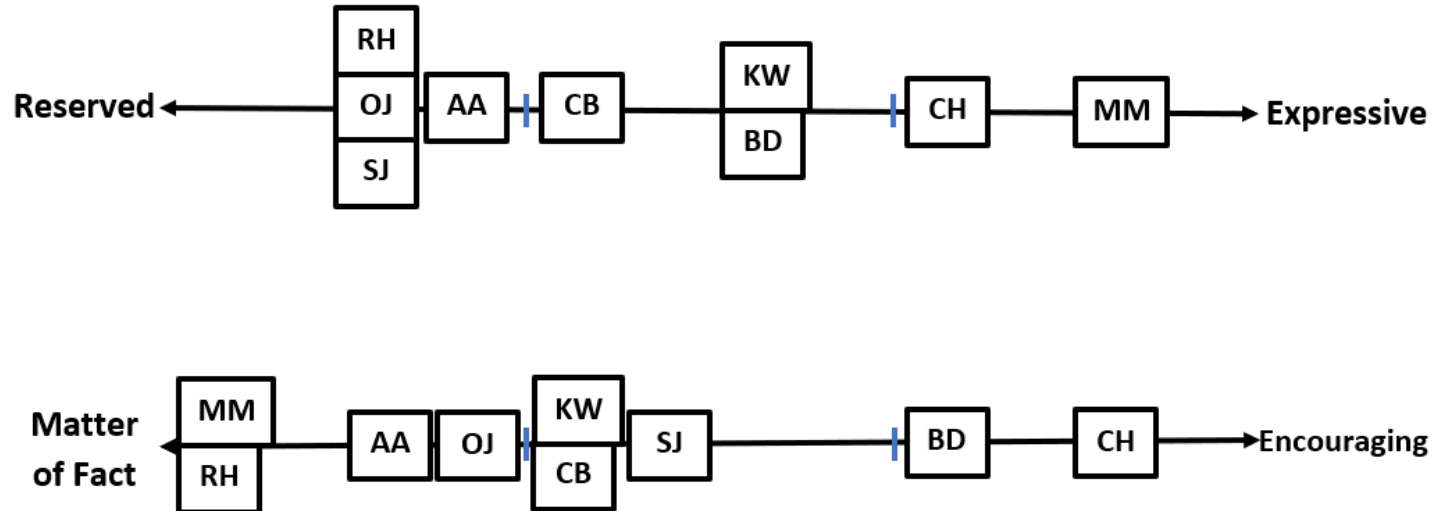
Exchanging Perspectives and Being Receptive

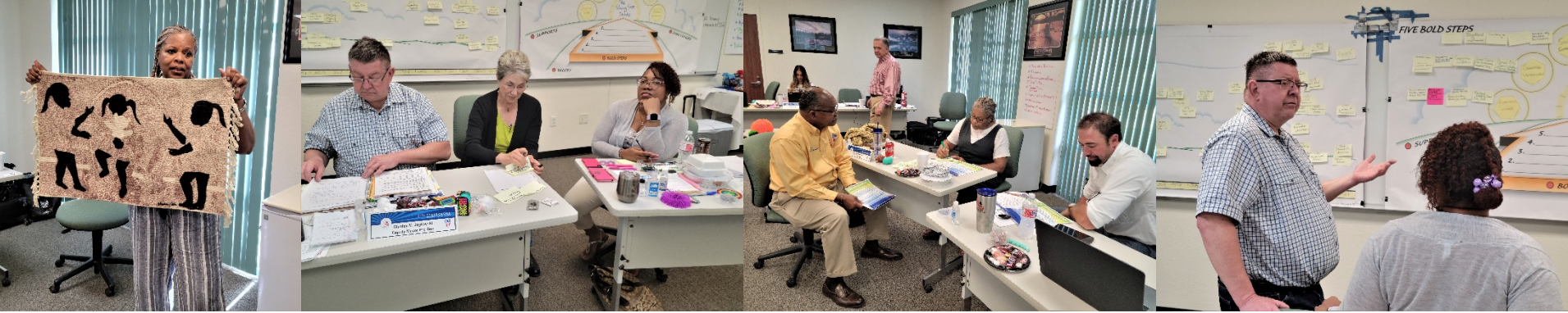




ALIGNMENT: INSPIRATION

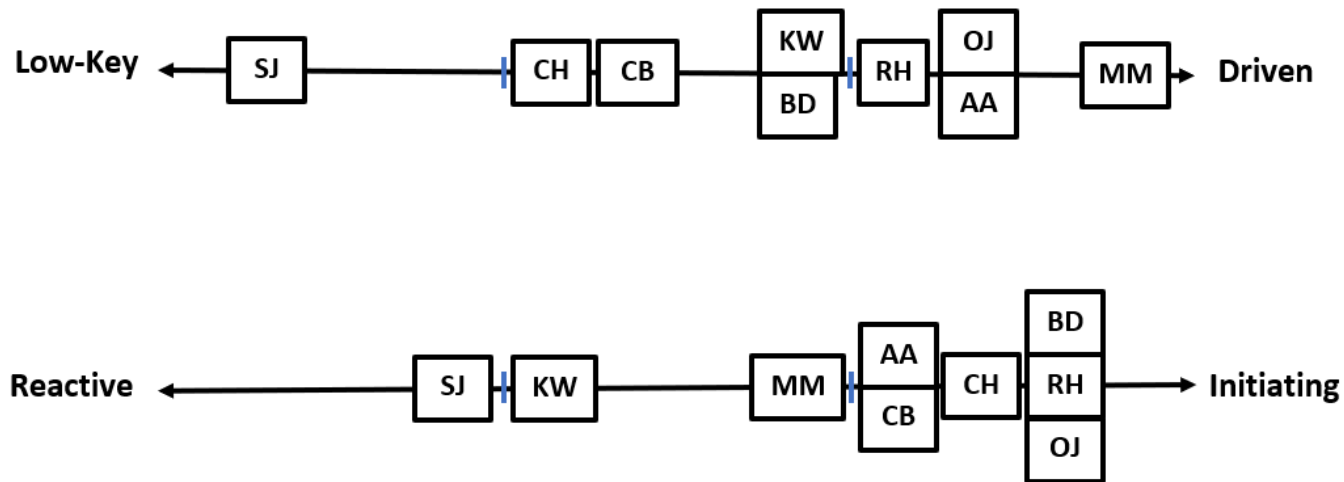
Being Expressive and Being Encouraging

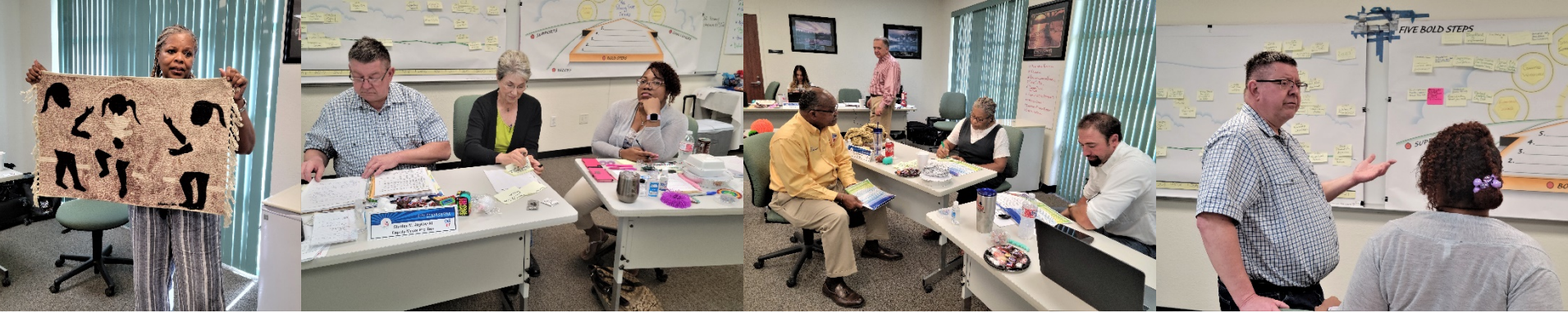




EXECUTION: MOMENTUM

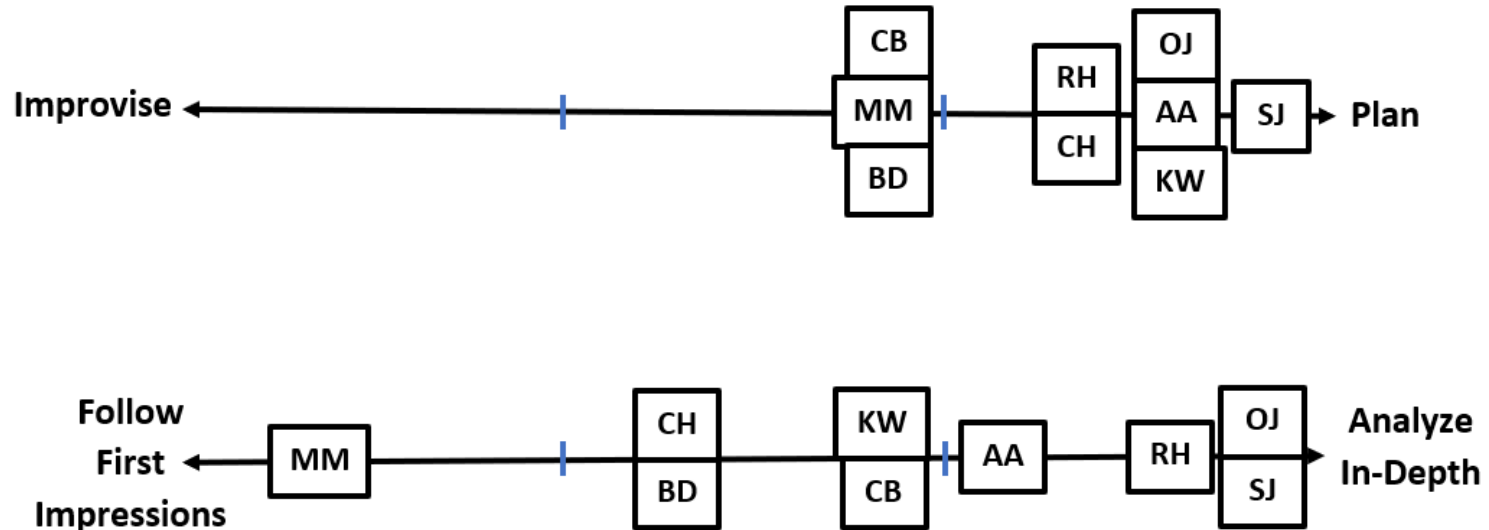
Being Driven and Initiating Action

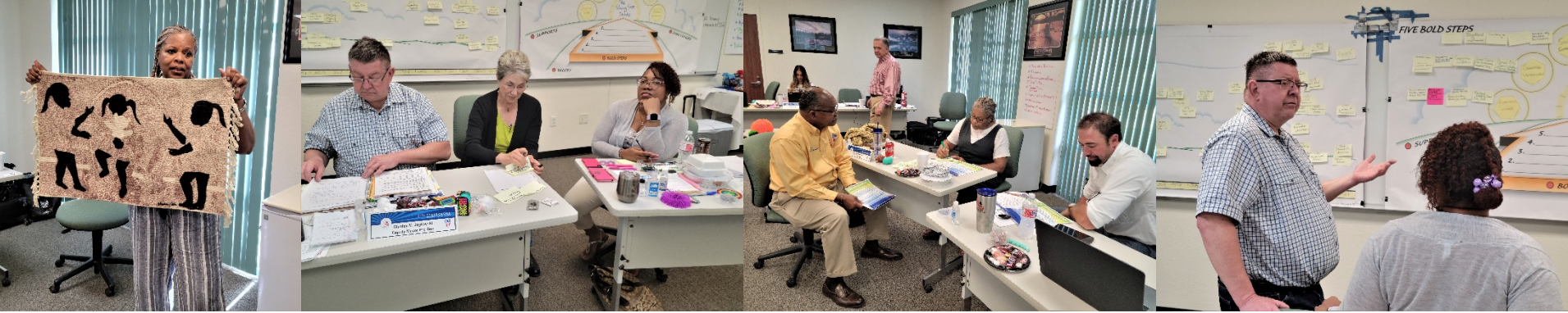




EXECUTION: STRUCTURE

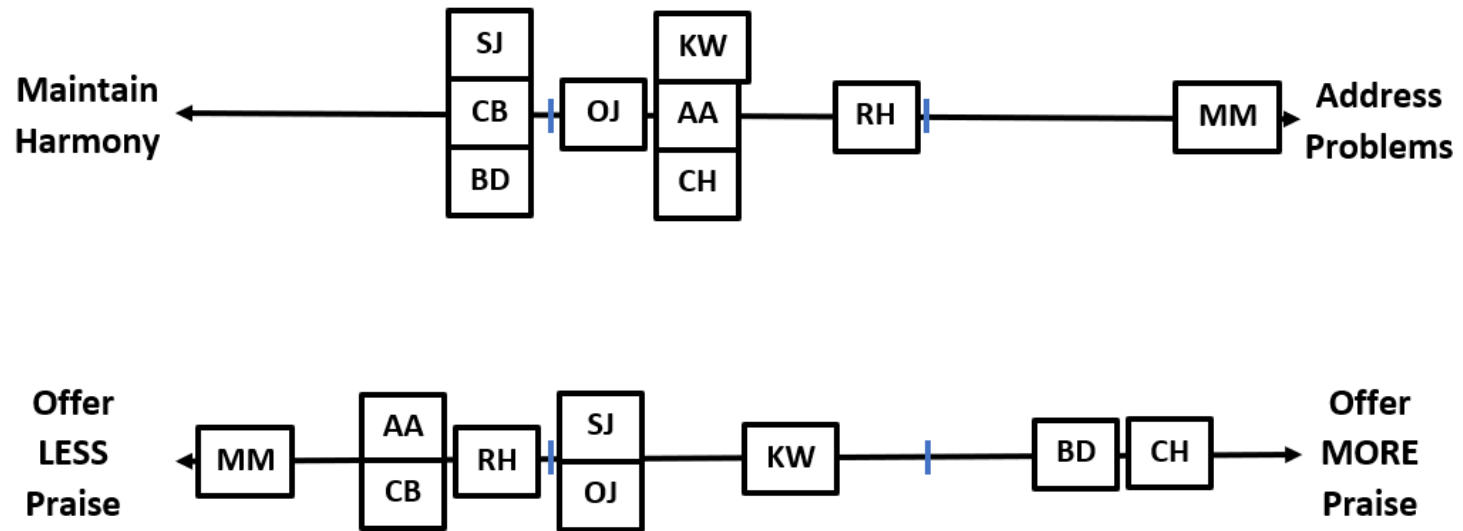
Providing a Plan and Analyzing In-Depth

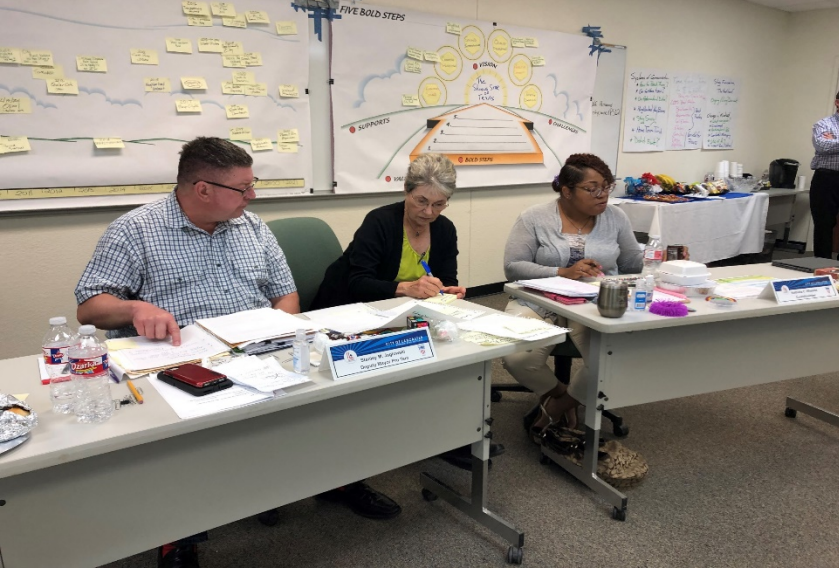




EXECUTION: FEEDBACK

Addressing Problems and Offering Praise





2021 City Council Retreat

CITY COUNCIL POLICIES & PROCEDURES REVIEW

As an important aspect of each annual planning retreat, the members of the City Council discuss and provide direction to the City Attorney regarding of potential changes to the current City Council Policies and Procedures.

Potential Policy and Procedure Revisions

1. **Council Duties and Responsibilities, Item 2:** The City Attorney was asked to draft language that strengthens the emphasis on collaboration with the Lancaster Independent School District.
2. **Censure Policy:** The City Attorney was directed to propose language for the Council's review and consideration clarifying the procedural steps required precedent to the initiation of the formal censure procedure.
3. **Censure Policy:** The Council agreed to consider revisions to the censure policy recommended by the City Attorney. The City Attorney will provide written recommendations for the Council to review, discuss, and act upon at a future meeting of the City Council.
4. **Council Voting System:** The City Secretary was directed to explore the feasibility and costs associated with an upgrade to the City's current voting system to allow for a visible speaker's queue.

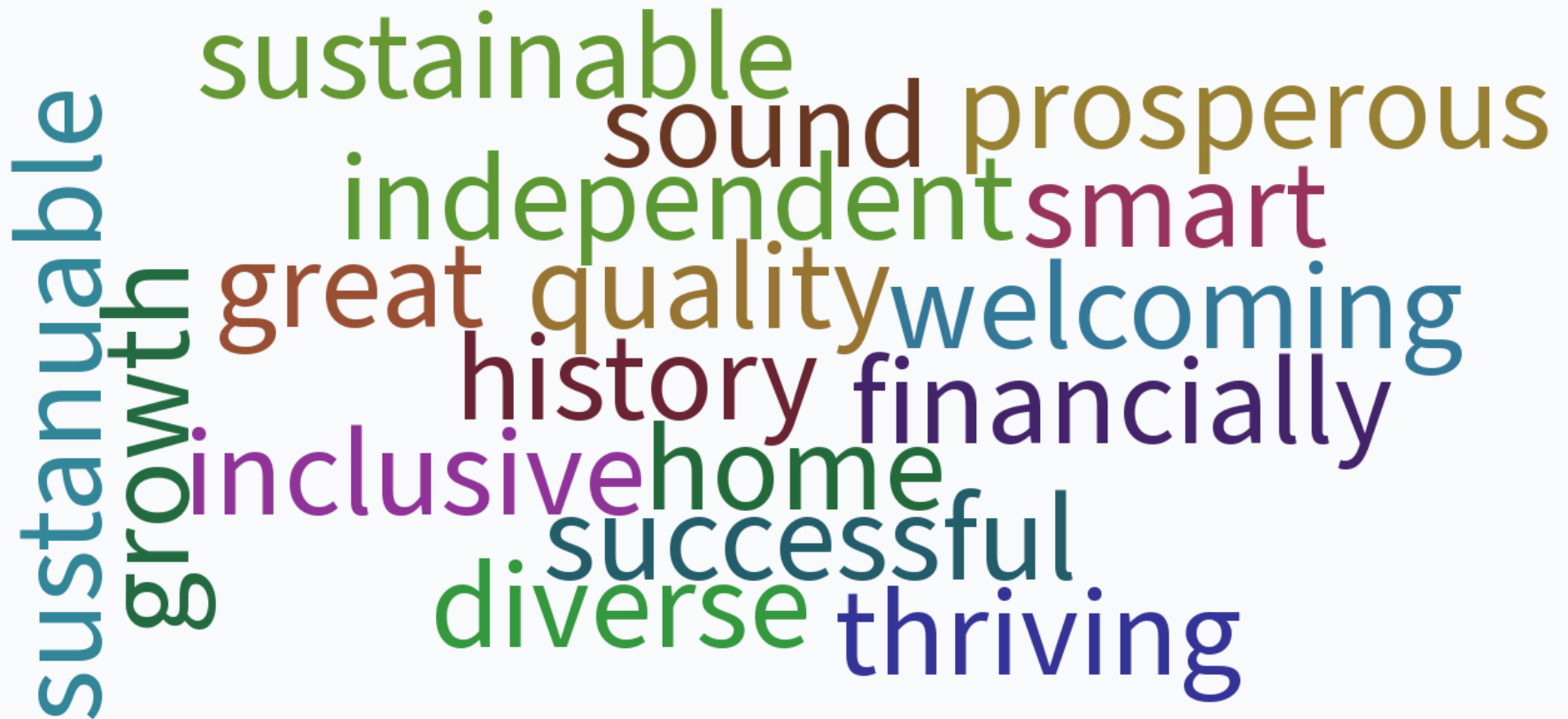


2021 City Council Retreat

VISION AND MISSION

Vision and Mission ... Word Cloud ,,,

Council members reviewed and updated the City's statements of vision and mission. They first used online polling technology to create a "word cloud" of some of the important aspects of their aspirational vision for the long term future of Lancaster. The result of this activity is shown below.



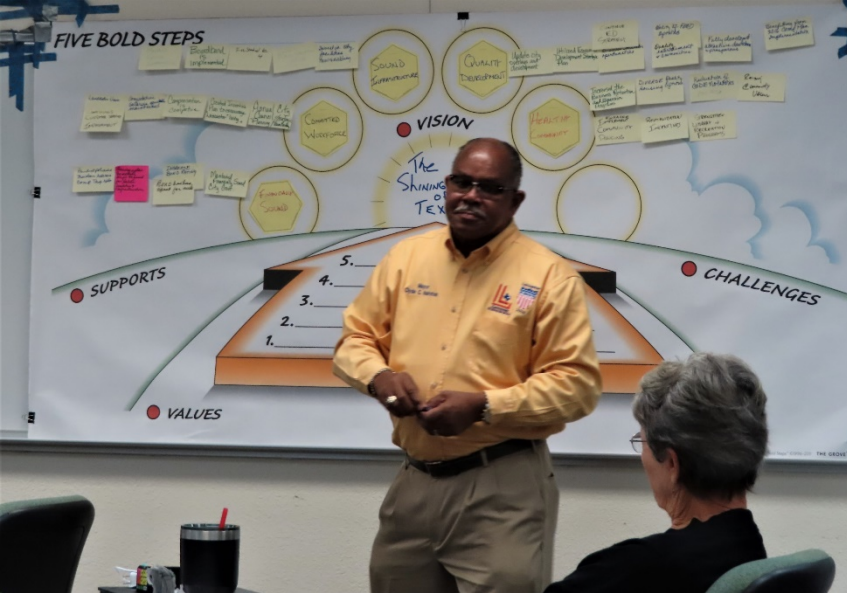
Based on the visioning activity, along with an additional activity using photographs shared with workshop participants, the workshop facilitators prepared draft statements of the community vision and organizational mission for the review and consideration of the Council. Following discussion, the “refreshed” statements below were approved.

City of Lancaster Vision

Lancaster is the Shining Star of Texas, with growing opportunities to prosper, live, learn, work and play.

City of Lancaster Mission

The City of Lancaster partners with our community to deliver sustainable public services, preserving, protecting and enhancing the quality of life.

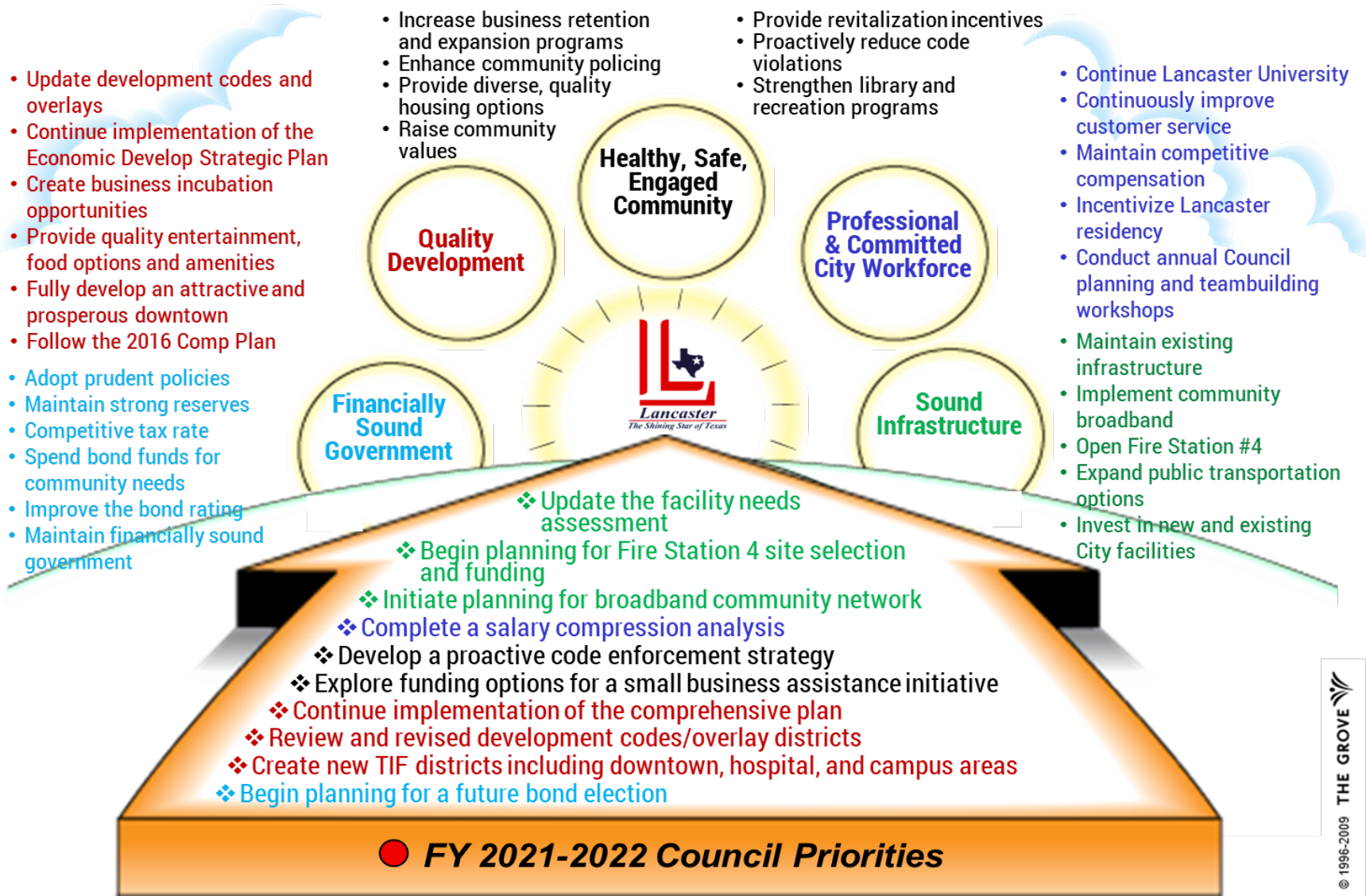


2021 City Council Retreat

STRATEGIC GOALS & OBJECTIVES

Strategic Goals and Objectives ... Bold Steps Activity ...

Having agreed on vision and mission statements, and following a review of the City's progress on its strategic goals and objectives over the past year, the Council members worked together as a governance team to identify long range strategic goals for the City, as well as short term priorities for the coming fiscal year. These ideas were plotted on a graphical template, as shown below.



The following pages present the City Council's consensus of five strategic goals for the City of Lancaster. Workshop also reviewed and approved of the specific definition of each of the five goals, and verified the specific operational objectives necessary to drive the accomplishment of each goal.

Goal 1: Financially Sound Government

The City has a long-range financial plan and prudent fiscal policies and processes. Appropriate reserve levels and a competitive tax rate ensure that the City has funds available to address the needs of the community and responsibly manage its debt.

Objectives

- ❖ Adopt prudent policies
- ❖ Maintain strong reserves
- ❖ Competitive tax rate
- ❖ Spend bond funds for community needs
- ❖ Improve the bond rating
- ❖ Maintain financially sound government

Goal 2: Quality Development

The City encourages high quality, diverse housing, commercial and retail development and public facilities. Policies encourage sustainable building practices, conservation and the use of alternative energy sources.

Objectives

- ❖ Update development codes and overlays
- ❖ Continue implementation of the Economic Development Strategic Plan
- ❖ Create business incubation opportunities
- ❖ Provide quality entertainment, food options and amenities
- ❖ Fully develop an attractive and prosperous downtown
- ❖ Follow the 2016 Comprehensive Plan

Goal 3: Healthy, Safe & Engaged Community

Lancaster is a place where we embrace public safety and proactive code enforcement in our neighborhoods to sustain vibrant residential and business communities. The community celebrates unity and participates in citywide events, recreational and cultural activities. Residents have opportunities for involvement in civic life through boards and commissions, youth and parent volunteer opportunities in recreation, sports teams, City elections, and Civic Academies, Schools and Citywide celebrations.

Objectives

- ❖ Increase business retention and expansion programs
- ❖ Enhance community policing
- ❖ Provide diverse, quality housing options
- ❖ Provide revitalization incentives
- ❖ Proactively reduce code violations
- ❖ Strengthen library and recreation programs
- ❖ Raise community values

Goal 4: Professional & Committed City Workforce

Lancaster City Government is an employer of choice with competitive pay that attracts an engaged, responsive, customer-oriented, innovative, and effective workforce. Some employees live in the City and all have a sense of ownership for the community. City employees feel needed and appreciated by elected officials, residents, and businesses. Employees are respectful and appreciative of their customers and the City's governing body. The City Council and Executive Staff are engaged with residents and attends community events, upholds strong customer service, and uses technology to aid them in working smarter

Objectives

- ❖ Continue Lancaster University
- ❖ Continuously improve customer service
- ❖ Maintain competitive compensation
- ❖ Incentivize Lancaster residency
- ❖ Conduct annual Council planning and teambuilding workshops

Goal 5: Sound Infrastructure

The City supports an adequate and well-maintained municipal infrastructure to meet both current demands and future expansion needs.

Objectives

- ❖ Maintain existing infrastructure
- ❖ Implement community broadband
- ❖ Open Fire Station #4
- ❖ Expand public transportation options
- ❖ Invest in new and existing City facilities

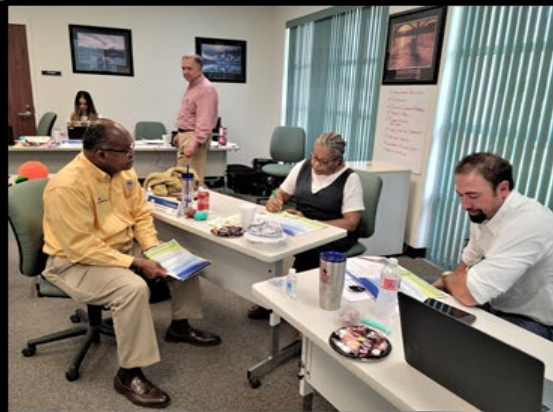
The final step in the 2021 planning process was the development of a list of the top ten Council priorities for the upcoming 2021-2022 fiscal cycle.

Next Level Lancaster

Fiscal Year 2021-2022 Council Priorities	Strategic Goal Served
Begin planning for a future bond election	<i>Financially Sound Government</i>
Continue implementation of the comprehensive plan	<i>Quality Development</i>
Review and revise development codes and overlay districts	<i>Quality Development</i>
Create new TIF districts including the downtown, hospital, and campus areas	<i>Quality Development</i>
Develop a proactive code enforcement strategy	<i>Healthy, Safe, & Engaged Community</i>
Explore funding options for a small business assistance initiative	<i>Healthy, Safe, & Engaged Community</i>
Complete a salary compression analysis	<i>Professional & Committed City Workforce</i>
Update the facility needs assessment	<i>Sound Infrastructure</i>
Begin planning for Fire Station #4 site selection and funding	<i>Sound Infrastructure</i>
Initiate planning for a broadband community network	<i>Sound Infrastructure</i>

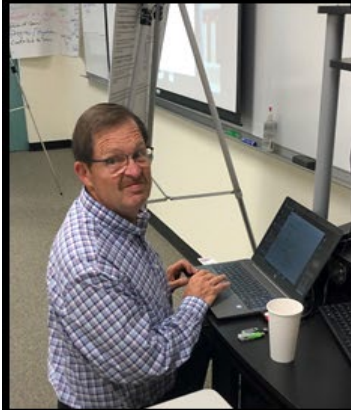
Small Business Assistance Initiative
 * EXPLORE FUNDING OPTIONS
 * INITIATE FIRE STATION #1
 * SITE SELECTION & FUNDING FOR SITE ACQUISITION
 * CONDUCT A SALARY COMPRESSION ANALYSIS
 * CONTINUE COMD PLAN IMPLEMENTATION
 * PROACTIVE CODE ENFORCE STRATEGY

Labels:
 * COMMUNITY
 * WORKFORCE
 * QUALITY DEV
 * ANTI-CRIME COMMUNITY



Systems of Communication

- * How to Reach Them?
- * Go to them how?
- * Our Ambassadorial Duties?
- * Neighborhood Key Persons
- * Stay Savvy!
- * Home Town Touch
- * District Events?



Stay Focused on "The Next Level"
Ongoing / Living Document

Change in "Mindset"

- * What can we do?
- * Involvement
- * Ambassadorial Role
- * Coordinated Messaging
- * Use of A.I.
- * Support Each Other!



CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting

2.

Meeting Date: 08/23/2021

Policy Statement: This request supports the City Council 2020-2021 Policy Agenda

Goal(s): Financially Sound Government
Healthy, Safe & Engaged Community

Submitted by: Carey Neal, Jr., Assistant City Manager

Agenda Caption:

Consider a resolution temporarily waiving certain fees from the Master Fee Schedule Article 2.000 related to the Clear the Shelter Event for a period of twenty-eight days from August 23, 2021, to September 19, 2021.

Background:

The City of Lancaster Animal Shelter has participated in the annual Clear the Shelter event since 2015. Each year, the shelter promotes the adoption of animals by utilizing the Clear the Shelter advertising for a one-day-only free adoption day; however, this year the shelter will participate in the Clear the Shelter event from August 23, 2021, to September 19, 2021. For each day of the campaign, the City will waive all city-assessed adoption-related fees upon Council's approval. Animals adopted through the shelter will be required to be vaccinated and microchipped.

Legal Considerations:

The resolution has been reviewed and approved by the City Attorney, as to form.

Public Information Considerations:

This item is being considered at a Regular Meeting of the City Council noticed in accordance with the Texas Open Meetings Act.

Options/Alternatives:

1. City Council may approve the resolution, as presented.
2. City Council may deny the resolution.

Recommendation:

Staff recommends approval of the resolution, as presented.

Attachments

Resolution

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, TEMPORARILY SUSPENDING A PORTION OF THE MASTER FEE SCHEDULE, ARTICLE 2.000 ANIMAL CONTROL FEES, TO WAIVE ALL FEES FOR THE CLEAR THE SHELTER EVENT- FOR A PERIOD OF 28 DAYS DURING THE DATES OF AUGUST 23, 2021, TO SEPTEMBER 19, 2021, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lancaster is participating in the annual Clear the Shelter Event from August 23, 2021 to September 19, 2021; and

WHEREAS, the City Council of the City of Lancaster, Texas deems it advisable to temporarily suspend certain animal adoption related fees to encourage participation in the Clear the Shelter Event.

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

SECTION 1. The following fees are hereby temporarily suspended from August 23, 2021, to September 19, 2021:

ARTICLE 2.000 Animal Control Fees

Sec. 2.100 General

(d) Adoption Fees

(1) Small Dogs and Puppies \$15.00

(2) Large Dogs \$25.00

(3) Cats \$15.00

(h) Microchip Fee \$15.00 per animal

SECTION 2. The above listed fees will be effective again on September 20, 2021, without further action made by Council.

SECTION 3. This resolution shall become effective immediately from and after its passage, as the law and charter in such cases provide.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 23rd day of August, 2021.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting

3.

Meeting Date: 08/23/2021

Policy Statement: This request supports the City Council 2020-2021 Policy Agenda

Goal(s): Financially Sound Government

Submitted by: Fabrice Kabona, Deputy City Manager

Agenda Caption:

Consider a resolution approving the terms and conditions of an interlocal agreement by and between the City of Lancaster and Dallas County Department of Health and Human Services to provide certain health services.

Background:

The City of Lancaster contracts annually with Dallas County Health and Human Services in order to provide certain public health programs for citizens of Lancaster. These health services include: control services for tuberculosis, sexually transmitted diseases, and other communicable diseases, laboratory services (chemical, biological, bacteriological analysis); immunizations; child health care; high risk infant case management; and home visits.

Dallas County provides certain health services to various cities throughout Dallas County on a contract for services basis. This cooperative effort allows cities in Dallas County to participate in providing public health services for their residents, which helps promote the effectiveness of local public health programs.

Operational Considerations:

Dallas County Health and Human Services provides program health services such as immunizations, child health care, and control services for communicable diseases for Lancaster residents at various locations throughout Dallas County on a sliding fee scale based on ability to pay. Fees charged for services by the County help offset Lancaster's program costs for each year.

Legal Considerations:

The terms of the agreement remains the same and has previously been reviewed and approved by the City Attorney, as to form.

Public Information Considerations:

This item is being considered at a Regular Meeting of the City Council, in accordance with the Texas Open Meetings Act.

Fiscal Impact:

The FY 2021/2022 contract is the same as current year. There is no increase in fees for services. The cost as stated in Section 3, Budget, (C) of the contract is twelve thousand one hundred six dollars (\$12,106.00). This cost is included in the FY 2021/2022 proposed budget.

Options/Alternatives:

1. City Council may approve the resolution, as presented.
2. City Council may deny the resolution.

Recommendation:

Staff recommends approval of the resolution, as presented.

Attachments

Resolution

Exhibit A

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF LANCASTER, TEXAS, AND DALLAS COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES TO PROVIDE CERTAIN HEALTH SERVICES; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Dallas County Health and Human Services has offered to provide certain health services to cities throughout the County on a contract for services basis; and

WHEREAS, the City of Lancaster desires to participate with Dallas County in establishing coordinated health services for its residents and all of Dallas County; and

WHEREAS, Dallas County will operate certain health services for the residents of the City in order to promote the effectiveness of local public health programs;

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

SECTION 1. That the Dallas County Health and Human Services Interlocal Agreement for Fiscal Year 2022, attached hereto and incorporated herein by reference as Exhibit "A", having been reviewed by the City Council of the City of Lancaster, Texas, and found to be acceptable and in the best interest of the City and its citizens, be, and the same is hereby, in all things approved.

SECTION 2. That the City Manager of the City of Lancaster, Texas, is hereby authorized to execute said agreement.

SECTION 3. That any prior Resolution of the City Council in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

SECTION 4. That should any part of this Resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

SECTION 5. That this Resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 23rd day of August, 2021.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

- 4) Laboratory Services: performing chemical, biological, and bacteriological analysis and tests on which are based diagnosis of disease, effectiveness of treatment, the quality of the environment, the safety of substance for human consumption, and the control of communicable disease.
- B. County agrees to provide to City, in accordance with state and federal law, the following public health services:
- 1) Immunizations;
 - 2) Child health care;
 - 3) High risk infant case management; and
 - 4) Home visits.
- County also agrees to work with City in order to decentralize clinics and to plan and provide for desired services by City; however, any other services that City requires, in addition to the above mentioned services, may result in additional fees to City.
- C. County agrees to charge a sliding-scale fee based on ability to pay to all residents of every municipality, including City, in Dallas County. The fees charged by County for the services listed in Section 2A of this Agreement will be used to offset the City's Program costs for the next Agreement Term. A schedule of fees to be charged by County is set out in Exhibit A, attached and incorporated herein by reference for all purposes.
- D. County agrees that the level of service provided in the Program for City will not be diminished below the level of service provided to City for the same services in the prior Agreement Term except as indicated in Section 2E of this Agreement. For purposes of Section 2E, level of service is measured by the number of patient visits and number of specimens examined. County will submit to City a monthly statement, which will also include the number of patient visits and number of specimens examined during the preceding month.
- E. The possibility exists of reductions in state and federal funding to the Program that could result in curtailment of services, if not subsidized at the local level. County will notify City in writing of any amount of reduction, and any extent to which services will be curtailed as a result. The notice will also include an amount that City may elect to pay to maintain the original level of services. City will notify County in writing no later than fourteen (14) calendar days after the date of City's receipt of the notice of funding reduction as to City's decision to pay the requested amount or to accept the curtailment of service. If City elects to pay the requested amount, payment is due no later than forty-five (45) calendar days after the date of the notice of funding reduction.

3. BUDGET

- A. County agrees to submit to City by July 31st of each year a proposed budget describing the proposed level of services for the next Agreement Term;
- B. For the Term of this Agreement, County agrees to provide the services listed in Section 2 of this Agreement at the level of services and for the amount stated in Exhibit B, C, and D which are attached and incorporated herein by reference for all purposes;
- C. Payment. City shall pay County the following amount, as stated in Exhibit D Twelve Thousand One Hundred Six and 00/100 Dollars (\$12,106.00), which is the agreed upon amount for City's share of the total cost of the Program less federal and state funding.
- D. In lieu of paying the actual dollar amount stated in this Agreement, City has the option, to the extent authorized by law, ordinances or policy, of making a request to negotiate for in-kind services that are equal in value to the total amount.
- E. This Agreement is contingent upon City's appropriation of funds, or ability to perform in-kind services as described in Section 3D of this Agreement, for the services set forth herein. In the event City fails to appropriate such funds, or provide in-kind services, County shall not incur any obligations under this Agreement.

4. ASSURANCES

- A. County shall operate and supervise the Program.
- B. Nothing in this Agreement shall be construed to restrict the authority of City over its health programs or environmental health programs or to limit the operations or services of those programs.
- C. City agrees to provide to County or assist County in procuring adequate facilities to be used for the services under this Agreement. These facilities must have adequate space, waiting areas, heating, air conditioning, lighting, and telephones. None of the costs and maintenance expenses associated with these facilities shall be the responsibility of County and County shall not be liable to City or any third party for the condition of the facilities, including any premises defects.
- D. City and County agree that other cities/towns/municipalities may join the Program by entering into an agreement with County that contains the same basic terms and conditions as this Agreement.
- E. Each party paying for the performance of governmental functions or services under this Agreement must make those payments from current revenues available to the paying party.

5. FINANCING OF SERVICES

- A. The health services provided under this Agreement will be financed as follows:
 - 1) City and County will make available to the Program all appropriate federal and state funds, personnel, and equipment to provide the health services included under this Agreement and will use best efforts to cause these funds and resources to continue to increase.
 - 2) City shall pay to County, or provide in-kind services, its share of budgeted costs that are in excess of the federal and state funding for providing the health services under this Agreement. Budgeted costs shall not exceed those reflected in Exhibits B, C, and D for the appropriate Agreement Term.
- B. County shall bill City each month an amount equal to one-twelfth (1/12) of its share of annual budgeted costs that exceed federal and state funding for the expenses of the preceding month.
- C. Any payment not made within thirty (30) calendar days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.
- D. City and County agree that no more than ten percent (10%) of the City's cost of participating in the Program will be used for administration of the Program.

6. TERM

The Term of this Agreement shall be effective from October 1, 2021 through September 30, 2022, unless otherwise stated in this Agreement.

7. TERMINATION

- A. Without Cause: This Agreement may be terminated in writing, without cause, by either party upon thirty (30) calendar days prior written notice to the other party.
- B. With Cause: Either party may terminate the Agreement immediately, in whole or in part, at its sole discretion, by written notice to the other party, for the following reasons:
 - 1) Lack of, or reduction in, funding or resources;
 - 2) Non-performance;
 - 3) The improper, misuse, or inept use of funds or resources directly related to this Agreement;
 - 4) The submission of data, statements, and/or reports that is incorrect, incomplete, and/or false in any way.

8. RESPONSIBILITY

County and City agree that each shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of performance of this Agreement, without waiving any governmental immunity available to County or City or their respective officials, officers, employees, or agents under Texas or other law and without waiving any available defenses under Texas or other law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

9. INSURANCE

City and County agree that they will, at all times during the Term of this Agreement, maintain in full force and effect insurance or self-insurance to the extent permitted by applicable laws. City and County will be responsible for their respective costs of such insurance, any and all deductible amounts in any policy and any denials of coverage made by their respective insurers.

10. ACCESS TO RECORDS RELEVANT TO PROGRAM

City and County agree to provide to the other upon request, copies of the books and records relating to the Program. City and County further agree to give City and County health officials access to all Program activities. Both City and County agree to adhere to all applicable confidentiality provisions, including those relating to Human Immunodeficiency Virus (HIV) and Sexually Transmitted Disease (STD) information, as mandated by federal and state law, as well as by DSHS.

11. NOTICE

Any notice to be given under this Agreement shall be deemed to have been given if reduced to writing and delivered in person by a reputable courier service or mailed by Registered Mail, postage pre-paid, to the party who is to receive such notice, demand or request at the addresses set forth below. Such notice, demand or request shall be deemed to have been given, if by courier, at the time of delivery, or if by mail, three (3) business days subsequent to the deposit of the notice in the United States mail in accordance herewith. The names and addresses of the parties' hereto to whom notice is to be sent are as follows:

Dr. Philip Huang, Director

Dallas County Health & Human Services
2377 N. Stemmons Freeway, LB 12
Dallas, TX 75207-2710

Sorangel O. Arenas, City Secretary

City of Lancaster
P.O. Box 940
Lancaster, TX 75146
972-218-1310

12. IMMUNITY

This Agreement is expressly made subject to County's and City's Governmental Immunity, including, without limitation, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state laws. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability, or a waiver of any tort limitation, that City or County has by operation of law or otherwise. Nothing in this Agreement is intended to benefit any third party beneficiary.

13. COMPLIANCE WITH LAWS AND VENUE

In providing services required by this Agreement, City and County must observe and comply with all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable federal, State, and local statutes, ordinances, rules, and regulations. Texas law shall govern this Agreement and exclusive venue shall lie in Dallas County, Texas.

14. AMENDMENTS AND CHANGES IN THE LAW

No modification, amendment, novation, renewal, or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the parties hereto. Any alteration, addition or deletion to the terms of this Agreement which are required by changes in federal or state law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law.

15. ENTIRE AGREEMENT

This Agreement, including all exhibits and attachments, constitutes the entire agreement between the parties hereto and supersedes any other agreements concerning the subject matter of this transaction, whether oral or written.

16. BINDING EFFECT

This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit and be binding upon the successors and assigns of the parties hereto, as well as the parties themselves.

17. GOVERNMENT FUNDED PROJECT

If this Agreement is funded in part by either the State of Texas or the federal government, County and City agree to timely comply without additional cost or expense to the other party, unless otherwise specified herein, to any statute, rule, regulation, grant, contract provision, or other state or federal law, rule, regulation, or other similar restriction that imposes additional or greater requirements than stated herein and that is directly applicable to the services rendered under the terms of this Agreement.

18. DEFAULT/ CUMULATIVE RIGHTS/ MITIGATION

In the event of a default by either party, it is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Agreement are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise. Both parties have a duty to mitigate damages.

19. FISCAL FUNDING CLAUSE

Notwithstanding any provisions contained herein, the obligations of County and City under this Agreement are expressly contingent upon the availability of funding for each item and obligation contained herein for the Term of the Agreement and any extensions thereto. City and County shall have no right of action against the other party in the event the other party is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future Agreement Terms. In the event that County or City is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, each party, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to the other party at the earliest possible time.

20. COUNTERPARTS, NUMBER, GENDER AND HEADINGS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Words of any gender used in this Agreement shall be held and construed to include any other gender. Any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

21. PREVENTION OF FRAUD AND ABUSE

City and County shall establish, maintain, and utilize internal management procedures sufficient to provide for the proper, effective management of all activities funded under this Agreement. Any known or suspected incident of fraud or program abuse involving County or City's employees or agents shall be reported immediately for appropriate action. Moreover, City and County warrant to be not listed on a local, county, state, or federal consolidated list of debarred, suspended, and ineligible contractors and grantees. City and County agree that every person who as part of their employment, receives, disburses, handles or has access to funds collected pursuant to this Agreement does not participate in accounting or operating functions that would permit them to conceal accounting records and the misuse of said funds. Each party shall, upon notice by the other party, refund their respective expenditures that are contrary to this Agreement.

22. AGENCY / INDEPENDENT CONTRACTOR

County and City agree that the terms and conditions of this Agreement do not constitute the creation of a separate legal entity or the creation of legal responsibilities of either party other than under the terms of this Agreement. County and City are and shall be acting as independent contractors under this Agreement; accordingly, nothing contained in this Agreement shall be construed as establishing a master/servant, employer/employee, partnership, joint venture, or joint enterprise relationship between County and City. City and County are responsible for their own acts, forbearance, negligence and deeds, and for those of their respective officials, agents or employees in conjunction with the performance of work covered under this Agreement.

23. SEVERABILITY

If any provision of this Agreement is construed to be illegal or invalid, this will not affect the

legality or validity of any of the other provisions in this Agreement. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.

24. SIGNATORY WARRANTY

Each person signing and executing this Agreement does hereby warrant and represent that such person has been duly authorized to execute this Agreement on behalf of City or County, as the case may be.

DALLAS COUNTY:

By: Clay Lewis Jenkins
Dallas County Judge

DATE: _____

Recommended:

By: Dr. Philip Huang
Director, DCHHS

Approved as to Form*:
JOHN CREUZOT
DISTRICT ATTORNEY

By: Lacey B. Lucas
Assistant District Attorney

CITY OF LANCASTER:

By: Opal Mauldin-Jones
City Manager

DATE: _____

Attested:

By: Sorangel O. Arenas
City Secretary

Approved as to Form:

By: David T. Ritter
City Attorney

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

FY 2021 FEE SCHEDULE

SEXUAL HEALTH CLINIC

Office Visits	\$20/visit
Blood Drawing	\$5 each
Chemical Lesion Reduction	\$45 each
Medical Records Copies	\$5 each
Cryotherapy	\$15 each

TUBERCULOSIS CLINIC

TB Testing-Level I (Office Visit)	\$30/Visit
TB Testing-Level II (IGRA)	\$50 each
Chest X-Ray Copies	\$5 each

LABORATORY

GC Culture	\$14 each
GEN Probe GC/CT Combo	\$15.00 each
Trichomonas Testing	\$17 each
HIV 1&2 Test	\$15 each
HIV Test - Rapid	\$20 each
MTB Testing for TB	\$85 each
TB Culture & Concentration	\$25 each
TB Identification	\$15 each
TB Susceptibility	\$31 each
TB Acid Fast Stain	\$8 each

NURSING SERVICE

Hepatitis A Havrix*	\$55/Injection
Hepatitis B Vaccine*	\$60/Injection
Twinrix	\$105/Injection
Rabies (PE)	\$340/Injection
IPV	\$50/Injection
Pneumococcal*	\$125/Injection
Adacel (Pertusis) (Tdap)	\$35/injection
HIB	\$25/injection
Japanese Encephalitis	\$335/Injection
Typhoid (Polysaccharide)	\$90/Injection
Typhoid (Oral)	\$75 box
Yellow Fever Vaccine**	\$185/Injection
Boostrix Vaccine*(Tdap)	\$50/Injection
Influenza Vaccine*	\$30/Injection
Influenza (High Dose)	\$70/Injection
Rabies Administrative Fee/ Serves State Vaccine	\$25 each
Foreign Travel Office Visit Fee	\$25/visit
TD*	\$50/Injection

ENVIRONMENTAL HEALTH

Septic Tank Inspection	\$310/Commercial/Business
	\$260/Residential
Septic Tank Re-inspection	\$35/Residential
	\$85/Commercial
Food Establishment Inspection	\$150/yr./establishment
Half-Way Houses & Boarding Homes, Residential	\$75/plus \$25 for each additional unit on site
Mosquito Spraying for Non- contracting cities	\$185/ per hour
Water Sample	\$50
Mosquito Testing	\$35
Food Mgr. Cert. Program	\$100/per person
Food Mgr. Cert. Retesting	\$50/per person
Note: 1) # Indicates \$10 charge for State fee	

INFECTIOUS DISEASES

Non-Contagious Disease Certification Letter	\$20 each
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Comprehensive TB Testing & Evaluation (Incl. Chest X-ray)	\$80 each
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Pregnancy Test	\$20 each
Urinalysis	\$15 each
Dark Field	\$16 each
Herpes Culture	\$38 each
HIV-1 RNA Testing	\$115 each
HIV-1 Quant Assay Testing	\$80 each
Herpes Type 1 & 2 Serology	\$50 each
Residual Clinical Specimens	\$5 each

Varivax*	\$155/Injection
Meningococcal (MCV4)*	\$140/Injection
Shingrix	\$185/Injection
Gardasil (HPV)*	\$260/Injection
Hepatitis A (Pediatric)	\$45/Injection
Hepatitis B (Pediatric)	\$30/Injection
DT	\$70/Injection
DTaP (Daptacel)	\$40/Injection
DTap-HepB-IPV	\$85/Injection
DTaP-IPV	\$65/Injection
Rotavirus	\$140/Injection
PCV13	\$235/Injection
MMR*	\$100/Injection

Communicable Disease Program:

Hepatitis A/B/C Screening General \$35/Test

Hepatitis A/B/C Screening Qualified \$10/Test

Immunization/VFC Program:

DPT,DT,Hib,	\$5/Per child
Well Baby	\$5/Visit
Diabetic Testing	\$5/Test
Immunization Record	\$5 each
Foreign Travel Yellow Card	\$5 each

Note: (1)*Vaccines marked with asterisks are part of the Adult Safety Net Program (ASNP). Clients eligible to receive through the ASNP will be charged a fee of \$10/shot. (2) **Vaccine Unavailable.

Day Care Center Inspections	\$2/per authorized child
Temporary Food Permit	\$75/plus \$10 per day
Funeral Home Inspection	\$200
FHA, VA, Conventional Loans	\$125/Licensed
	\$150/Unlicensed
Annual Group Home Inspection	\$50
Food Handler Class	\$15/per person
Sub-division Plat Approval	\$200/Residential
	\$150/Commercial
Animal Control/Quarantine	\$7/per day
Animal Control/Vicious Animal	\$12/per day
Food Manager Re-certification	\$50/Test
W/Multiple Test Sites	

Dallas County Health and Human Services

Annual Summary of Services

January 1, 2020 thru December 31, 2020

Exhibit B

Municipality

	Tuberculosis	Sexually Transmitted Diseases	Laboratory	Communicable Diseases
Addison	30	72	41	46
Balch Springs	473	91	305	15
Carrollton	260	217	326	40
Cedar Hill	282	230	201	49
Cockrell Hill	3	0	15	7
Coppell	82	25	28	16
Dallas	14,480	7,563	39,065	27,691
Desoto	178	291	3,398	8,350
Duncanville	459	205	278	46
Farmers Branch	377	74	203	21
Garland	2,987	637	1,839	7,818
Glenn Heights	47	116	169	9
Grand Prairie	1,105	382	1,216	149
Highland Park	0	0	100	4
Hutchins	16	33	80	6
Irving	2,809	656	1,950	252
Lancaster	321	323	375	72
Mesquite	541	562	1,236	187
Richardson	586	164	323	193
Rowlett	28	101	150	18
Sachse	10	18	20	16
Seagoville	49	49	164	111
Sunnyvale	1	3	30	44
University Park	0	3	0	4
Wilmer	29	23	90	6
Out of County	457	2,947	26,592	14,725

Total

25,610

14,785

78,194

59,895

Dallas County Health and Human Services
Contract Cost by Category
FY2022

Exhibit C

	Tuberculosis	Sexually Transmitted Diseases	Laboratory	Communicable Diseases	FY '22 Contract Total
Municipality					
Addison	\$ 3,126	\$ 12,665	\$ 1,628	\$ 678	\$ 2,500
Balch Springs	\$ 49,283	\$ 16,007	\$ 12,107	\$ 221	\$ 9,377
Carrollton	\$ 27,090	\$ 38,171	\$ 12,941	\$ 589	\$ 23,823
Cedar Hill	\$ 29,383	\$ 40,457	\$ 7,979	\$ 722	\$ 2,498
Cockrell Hill	\$ 313	\$ -	\$ 595	\$ 103	\$ 1,011
Coppell	\$ 8,544	\$ 4,398	\$ 1,111	\$ 236	\$ 3,131
Dallas	\$ 1,508,720	\$ 1,330,344	\$ 1,550,708	\$ 407,866	\$ 1,754,252
Desoto	\$ 18,546	\$ 51,187	\$ 134,886	\$ 122,989	\$ 17,620
Duncanville	\$ 47,825	\$ 36,060	\$ 11,035	\$ 678	\$ 11,273
Farmers Branch	\$ 39,281	\$ 13,017	\$ 8,058	\$ 309	\$ 6,856
Garland	\$ 311,226	\$ 112,049	\$ 73,000	\$ 115,153	\$ 80,156
Glenn Heights	\$ 4,897	\$ 20,405	\$ 6,709	\$ 133	\$ 574
Grand Prairie	\$ 115,134	\$ 67,194	\$ 48,270	\$ 2,195	\$ 38,854
Highland Park	\$ -	\$ -	\$ 3,970	\$ 59	\$ 132
Hutchins	\$ 1,667	\$ 5,805	\$ 3,176	\$ 88	\$ 3,149
Irving	\$ 292,679	\$ 115,391	\$ 77,406	\$ 3,712	\$ 81,906
Lancaster	\$ 33,446	\$ 56,816	\$ 14,886	\$ 1,061	\$ 12,106
Mesquite	\$ 56,369	\$ 98,857	\$ 49,064	\$ 2,754	\$ 31,608
Richardson	\$ 61,057	\$ 28,848	\$ 12,822	\$ 2,843	\$ 23,756
Rowlett	\$ 2,917	\$ 17,766	\$ 5,954	\$ 265	\$ 4,925
Sachse	\$ 1,042	\$ 3,166	\$ 794	\$ 236	\$ 362
Seagoville	\$ 5,105	\$ 8,619	\$ 6,510	\$ 1,635	\$ 6,440
Sunnyvale	\$ 104	\$ 528	\$ 1,191	\$ 648	\$ 99
University Park	\$ -	\$ 528	\$ -	\$ 59	\$ 48
Wilmer	\$ 3,022	\$ 4,046	\$ 3,573	\$ 88	\$ 2,597
Out of County	\$ 47,616	\$ 518,382	\$ 1,055,585	\$ 216,887	\$ 77,142
Total	\$ 2,668,393	\$ 2,600,706	\$ 3,103,956	\$ 882,204	\$ 2,196,195

Dallas County Health and Human Services

Total Contract Costs

FY2022

Exhibit D

Municipality

Addison	\$ 2,500
Balch Springs	\$ 9,377
Carrollton	\$ 23,823
Cedar Hill	\$ 2,498
Cockrell Hill	\$ 1,011
Coppell	\$ 3,131
* Dallas	\$ 1,754,252
* Desoto	\$ 17,620
* Duncanville	\$ 11,273
Farmers Branch	\$ 6,856
* Garland	\$ 80,156
Glenn Heights	\$ 574
Grand Prairie	\$ 38,854
Highland Park	\$ 132
Hutchins	\$ 3,149
Irving	\$ 81,906
Lancaster	\$ 12,106
* Mesquite	\$ 31,608
* Richardson	\$ 23,756
* Rowlett	\$ 4,925
* Sachse	\$ 362
* Seagoville	\$ 6,440
Sunnyvale	\$ 99
University Park	\$ 48
Wilmer	\$ 2,597
* Out of County	\$ 77,142

Total

\$ 2,196,195

*Non-contracting

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting

4.

Meeting Date: 08/23/2021

Policy Statement: This request supports the City Council 2021-2022 Policy Agenda

Goal(s): Financially Sound Government
Professional and Committed City Workforce

Submitted by: Dori Lee, Human Resources Director

Agenda Caption:

Consider a resolution of the City of Lancaster proposed Fiscal Year 2021/2022 employee insurance program; allowing the City Manager to enter into agreements with employee benefit providers and/or administrators as follows: (1) Blue Cross Blue Shield for medical administration with a Health Savings Account (HSA) option; (2) Equitable for dental benefits administration; (3) Surency for vision benefit administration and renewal of agreements with (4) Dearborn National for Short Term Disability insurance; (5) Flores & Associates for cobra benefit administration; and (6) Alliance Work Partners for employee assistance program administration; authorizing execution of any necessary contracts and documents pursuant to this resolution.

Background:

On August 16, 2021, City Council received a presentation from HUB International the city benefits consultant, regarding the City of Lancaster proposed Fiscal Year 2021/2022 employee insurance program.

The City released a Request for Proposals (RFP) to receive competitive proposals for fully-insured medical and fully insured dental employee benefit plans.

Over the past 12 months, the City has experienced an increase in its loss ratio of 129.6%. Due to the ongoing risk liability in regard to large claimant spending, BCBS initially provided the City a 23.2%, or +641,225 plan year. HUB International was able to re-negotiate the renewal to a 14.6%, or +\$404,726 increase with no plan design changes. HUB has proposed benefit design changes to the PPO and HMO plan which has reduced BCBS' offer to 11%, or +\$303,697 above current premiums. HUB is recommending accepting the renewal due to competitiveness of the offer vs. actuarial projections to preserve the City's long-term carrier history. Furthermore, the City's plan of benefits, with the proposed changes are in line with HUB International's municipal benchmark cities like the City of Duncanville, Keller, Rockwall, Rowlett, and The Colony.

The City currently offers a High Deductible Health Plan (HDHP) and Health Savings Account (HSA) plan option to assist in controlling future health care costs. The City also continued premium incentives for employees who received an annual physical and who didn't use tobacco.

Health Insurance

The best and final renewal offer from BCBS represents an 11% increase or +303,697 increase to the City.

Recommendations for the health plan for 2021/2022 plan year include:

- The City currently subsidizes 100% of the employee-only cost for the HDHP and 56.3% for dependents across all plans. It is proposed to not change the employee rates and to increase dependent subsidy levels on all plans between 57.9% and 61.9%. It is recommended to maintain the current HSA employer funding at \$750 for employee-only and \$1,500 for employee plus family for the 2021/2022 plan year.
- Modify the PPO and HMO's Emergency Room (ER) Copay \$250 + 20% to avoid wasted medical spend and drive employees to lower-cost facilities such as Urgent Care and Telephonic Care. Additionally, it is proposed to implement deductibles for the HMO plan in the amounts of \$1,000 for employee only, \$2,000 for family. Furthermore, implement a coinsurance amount of 80% for inpatient/outpatient procedures. These modifications are still considered competitive compared to HUB's benchmark cities.
- Continue Spousal Surcharge of \$50 per month to employees whose spouses are working and have coverage offered through their employer. This surcharge is put into place to encourage those participants eligible for other group coverage to take advantage of that coverage. Additionally, it allows the City to keep its medical plans more affordable.
- Renew with Scott & White for the City's wellness program on 9/1/2021. This program includes Health Risk Assessments, Fitness and Nutrition Tools, Wellness Workshops, Incentive Management, and Employer and Employee Risk Factor reporting.
- Continue annual physical and tobacco surcharge of \$80 per month. These surcharges are put into place to increase participation in wellness screenings and reduce tobacco utilizers that are enrolled in the City's health plan.
- Continue Alight for those who are enrolled in the High Deductible Health Plan. This service provides employees and dependents with pricing and quality information for hospitals, physicians, pharmacy, and dental services.

Dental Insurance

The City currently contracts with MetLife for Dental Insurance who presented a 13%, or +\$20,772. The City received an offer from Equitable who presented a decrease of 5%, or -\$8,008. Equitable's benefits and network are very similar to MetLife and rates will be guaranteed for two years. The recommendation is to contract with Equitable for the 2021/2022 plan year.

Flexible Spending Account (FSA)

A Flexible Spending Account (FSA) allows an employee to set aside a portion of his or her earnings to pay for qualified expenses as established in the cafeteria plan, most commonly for medical expenses, but often for dependent care or other expenses. Money deducted from an employee's pay into an FSA is not subject to payroll taxes, resulting in a substantial payroll tax savings. The City received a rate pass, and the recommendation is to renew with Discovery Benefits for the 2021/2022 plan year.

Health Savings Account (HSA)

A Health Savings Account (HSA) is a tax-advantaged medical savings account available to employees enrolled in a high-deductible health plan. The funds contributed to this account are not subject to federal income tax at the time of deposit. However, HSA funds may only be used to pay for qualified medical expenses. The City currently utilizes HSA Bank to administer the account. HSA Bank presented a rate pass with no changes to benefits. The recommendation is to continue with HSA Bank for the 2021/2022 plan year.

Ancillary Insurance

The City is currently utilizing BCBS to provide Basic Life, Optional Life, Short Term Disability, and Long-Term Disability insurance to employees. The City received a rate pass for 2 years. HUB presented an alternative Basic Life/AD&D option that will increase the employees' benefit from 1 X Base Annual Earnings to a max of \$100K to 1 X Base Annual Earnings to a max of \$200K. Furthermore, BCBS has agreed to increase the guarantee issue for Voluntary Life/ AD&D insurance from \$100K to \$150K. New hires will be able to elect coverage to this new amount without evidence of insurability questions. Employees electing voluntary life insurance under the guarantee issue may elect \$10K with no evidence of insurability. To make these changes, the total increase to the City is \$585.18. The recommendation is

to renew with BCBS for the 2021/2022 plan year.

Employee Assistance Program

Employee Assistance Programs (EAPs) are employee benefit programs offered by many employers, typically in conjunction with a health insurance plan. EAPs are intended to help employees deal with problems that might adversely impact their work performance, health, and well-being. Alliance Work Partners presented a rate pass and renewal with Alliance Work Partners is recommended for the 2021/2022 plan year.

Vision

The City utilizes Surency for vision insurance and the City completed its first year of a four-year rate guarantee. Renewal with Surency for Vision Insurance is the recommendation for the 2021/2022 plan year.

COBRA Administration

The City requires offering employees the opportunity to continue temporarily their group health coverage under the City's plan if their coverage otherwise would cease due to termination, layoff, or other change in employment status. The City utilizes Flores & Associates, and the City completed its fourth year of a five-year rate guarantee. Renewal with Flores & Associates for COBRA Administration is the recommendation for the 2021/2022 plan year.

Legal Considerations:

The City Attorney has reviewed and approved the resolution and all agreements, as to form.

Public Information Considerations:

This item is being considered at a Regular Meeting of the City Council noticed in accordance with the Texas Open Meetings Act.

Fiscal Impact:

The total health care cost increase to the City of Lancaster is approximately \$295,688, after plan design adjustments and the City would fund approximately 83.5% of total healthcare costs. The total cost for FY 2021/2022 is \$2,689,982.

Options/Alternatives:

1. City Council may approve the resolution, as presented.
2. City Council may deny the resolution.

Recommendation:

Staff recommends approval of the Resolution, as presented.

Attachments

Resolution

Analysis

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, AUTHORIZING THE CITY OF LANCASTER TO ENTER INTO AGREEMENTS WITH EMPLOYEE BENEFIT PROVIDERS AND/OR ADMINISTRATORS AS FOLLOWS: (1) BLUE CROSS BLUE SHIELD FOR MEDICAL ADMINISTRATION WITH A HEALTH SAVINGS ACCOUNT (HSA) OPTION; (2) EQUITABLE FOR DENTAL BENEFIT ADMINISTRATION; (3) SURENCY FOR VISION BENEFIT ADMINISTRATION AND RENEWAL OF AGREEMENTS WITH (4) DEARBORN NATIONAL FOR SHORT TERM DISABILITY INSURANCE; (5) FLORES & ASSOCIATES FOR COBRA BENEFIT ADMINISTRATION; AND (6) ALLIANCE WORK PARTNERS FOR EMPLOYEE ASSISTANCE PROGRAM ADMINISTRATION; AUTHORIZING EXECUTION OF ANY NECESSARY CONTRACTS AND DOCUMENTS PURSUANT TO THIS RESOLUTION BY THE CITY MANAGER; REPEALING ALL RESOLUTIONS IN CONFLICTS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lancaster provides medical insurance and other benefits to employees; and

WHEREAS, in accordance with Texas competitive bidding laws, a request for proposals was sent out to obtain proposals for the provision of insurance and benefit services and administration to determine the best qualified and most cost effective solutions for the City; and

WHEREAS, the City of Lancaster has determined that the respective companies offer the best insurance and benefit solutions and desires to contract with them to provide the designated benefits and services to City employees.

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

SECTION 1. The City Council authorizes: (1) acceptance of Bid No. 2021-36 to Blue Cross Blue Shield for medical benefit administration with a Health Savings Account (HSA) option; (2) Equitable for dental benefit administration. Renewal of Bid No. 2017-7 (3) Surency for vision benefit administration (4) Dearborn National for short term disability insurance; (5) Flores & Associates for Cobra benefit administration; and (6) Alliance Work Partners for employee assistance program administration, all accordance with fiscal year 2021-2022 plans; and authorizes the City Manager to execute any necessary contracts and documents in conformance with this resolution, after approval as to form by the City Attorney.

SECTION 2. Any prior Resolution of the City Council in conflict with the provisions contained in this Resolution is hereby repealed and revoked.

SECTION 3. Should any part of this Resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

SECTION 4. This resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 23th day of August 2021.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

2021 – 2022 Medical Contributions (No Changes to Employee Rates)



Enrollment		Unit Costs			
HSA \$3,000/100%	Full Time Employees	Medical Rate	City Contribution (\$)	City Contribution (%)	Employee Contribution (\$)
Employee	137	\$609.44	\$609.44	100.0%	\$0.00
+ Spouse	10	\$731.74	\$452.91	61.9%	\$278.83
+ Children	29	\$609.72	\$377.38	61.9%	\$232.34
+ Family	24	\$1,465.89	\$907.32	61.9%	\$558.57
Premium Contributions	137	\$1,724,087.04	\$1,448,904.96	84.0%	\$275,182.08
Total HSA Contributions		\$150,000.00	\$150,000.00	100.0%	\$0.00
Total Contributions		\$1,874,087.04	\$1,598,904.96	85.32%	\$275,182.08

HSA Contribution Amounts
 Employee \$750
 Family \$1,500

Total Employee Rates		
Total Employee Contribution (\$)	Total Monthly Employee Change From Current (\$)	Total Monthly Employee Change From Current (%)
\$0.00	\$0.00	0.0%
\$278.83	\$0.00	0.0%
\$232.34	\$0.00	0.0%
\$558.57	\$0.00	0.0%

HMO	Full Time Employees	Medical Rate	City Contribution (\$)	City Contribution (%)	Employee Contribution (\$)
Employee	81	\$672.40	\$646.95	96.2%	\$25.45
+ Spouse	6	\$807.33	\$467.30	57.9%	\$340.03
+ Children	15	\$672.70	\$389.37	57.9%	\$283.33
+ Family	6	\$1,617.29	\$936.11	57.9%	\$681.18
Premium Contributions	81	\$949,231.44	\$799,967.52	84.3%	\$149,263.92

Total Employee Contribution (\$)	Total Monthly Employee Change From Current (\$)	Total Monthly Employee Change From Current (%)
\$25.45	\$0.00	0.0%
\$365.48	\$0.00	0.0%
\$308.78	\$0.00	0.0%
\$706.63	\$0.00	0.0%

PPO	Full Time Employees	Medical Rate	City Contribution (\$)	City Contribution (%)	Employee Contribution (\$)
Employee	26	\$821.67	\$651.53	79.3%	\$170.14
+ Spouse	3	\$986.54	\$609.63	61.8%	\$376.91
+ Children	6	\$822.05	\$507.99	61.8%	\$314.06
+ Family	2	\$1,976.31	\$1,221.27	61.8%	\$755.04
Premium Contributions	26	\$398,495.52	\$291,109.80	73.1%	\$107,385.72

Total Employee Contribution (\$)	Total Monthly Employee Change From Current (\$)	Total Monthly Employee Change From Current (%)
\$170.14	\$0.00	0.0%
\$547.05	\$0.00	0.0%
\$484.20	\$0.00	0.0%
\$925.18	\$0.00	0.0%

All Plans	Full Time Employees	Total Medical Cost	City Contribution (\$)	City Contribution (%)	Employee Contribution (\$)
Total Contributions - All Plans	244	\$3,221,814.00	\$2,689,982.28	83.5%	\$531,831.72
\$ Change from Current		\$303,696.72	\$303,696.72		\$0.00
% Change from Current		10%	13%		0%

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting

5.

Meeting Date: 08/23/2021

Policy Statement: This request supports the City Council 2020-2021 Policy Agenda

Goal(s): Sound Infrastructure
Quality Development

Submitted by: Vicki D. Coleman, Director of Development Services

Agenda Caption:

Consider a resolution ratifying an amendment to the agreement for Professional Landscape Architectural Services with Halff Associates in an amount not to exceed \$7,600 for additional services related to the Texas Department of Transportation (TxDOT) Green Ribbon Project (CSJ0048-01-067).

Background:

On December 9, 2019, City Council approved an agreement with Halff Associates to prepare Hardscape, Landscape and Irrigation Plans, Specifications, Cost Estimates, Bidding Assistance and Construction Administration for the Dallas Avenue Green Ribbon Project in an amount not to exceed two hundred thirty-one thousand dollars (\$231,000).

During the design phase, an additional project that was in the development process (Cold Summit Dallas) submitted plans for a median modification that was subsequently approved by development staff and TxDOT. Because development staff did not provide the approved modifications to Halff Associates during the design phase, a redesign of the median in front of the (Cold Summit Dallas) project is required. The original agreement was a not to exceed and requires this amendment.

Public Information Considerations:

This item is being considered at a Regular Meeting of the City Council noticed in accordance with the Texas Open Meetings Act

Options/Alternatives:

1. City Council may approve the resolution, as presented.
2. City Council may deny the resolution.

Recommendation:

Staff recommends approval of a resolution, as presented.

Attachments

Resolution

Exhibit A - Contract

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS RATIFYING THE TERMS AND CONDITIONS OF A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN HALFF ASSOCIATES AND THE CITY OF LANCASTER TO PREPARE HARDSCAPE, LANDSCAPE AND IRRIGATION PLANS, SPECIFICATIONS, COST ESTIMATES, BIDDING ASSISTANCE AND CONSTRUCTION ADMINISTRATION/OBSERVATION FOR THE DALLAS AVENUE (SH 342) GREEN RIBBON PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT IN THE AMOUNT OF SEVEN THOUSAND SIX HUNDRED DOLLARS (\$7,600); PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Green Ribbon Streetscape project has been recognized by City Council as a key economic development component for future business attraction; and

WHEREAS, the City Council previously approved a contract between Halff Associates on December 9, 2019; and

WHEREAS, the City Council recognizes that streetscape construction is underway and seeks to ensure the construction schedule is not hindered by design modifications that are necessary to ensure the project remains delivered on time.

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

SECTION 1. That the City Council authorizes the City Manager to execute the contract which is attached hereto, and contained herein labeled as Exhibit A; and

SECTION 2. That this resolution shall take effect immediately from and after its passage and it is so duly resolved.

SECTION 3. Any prior resolution of the City Council in conflict with the provisions contained in this resolution are hereby repealed and revoked.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 23rd day of August 2021.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney



1201 North Bowser Road
Richardson, Texas 75081
(214) 348-6200
Fax (214) 739-0095

ADDITIONAL SERVICES CONFIRMATION

To:	Carey Neal	Date:	July 16, 2021
From:	David McCaskill	AVO:	37379.001
Email:	dmccaskill@halff.com	Project:	Lancaster N. Dallas Ave. / Hwy 342 Green Ribbon Project

City of Lancaster (CLIENT) has asked Halff Associates (CONSULTANT) to prepared revised construction drawings to accommodate an added left turn lane at Station 9+00 of N. Dallas Ave.. These services are beyond the scope of services stated in the Agreement for Professional Landscape Architectural Services dated December 8, 2019. The specific services provided as part of this amendment are as follows:

Additional Services

1. Using digital CAD files provided by the City prepare a revised site base that reflects the addition of a left turn lane in the median between Station 7+00 and Station 9+00.
2. Revise the overall layout plan to reflect the addition of the left turn lane.
3. Revise the demolition and grading plans to reflect the addition of the left turn lane.
4. Revise the hardscape plans to reflect the addition of the left turn lane.
5. Revise the landscape planting plans to reflect the addition of the left turn lane.
6. Revise the irrigation plans to reflect the addition of the left turn lane.
7. Revise the quantity summary sheet.

To perform these additional services, Halff is requesting a lump sum fee of \$7,600.00.

We request your signature below to confirm the scope and fee. If the scope and/or fee is not acceptable, please notify us immediately.

CITY OF LANCASTER

By: Opal Mauldin-Jones
(Print name)

Title: City Manager

Signature:

Date: July 28, 2021

HALFF ASSOCIATES INC.

By: David McCaskill

Title: Director

Signature:

Date:

July 28, 2021

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting

6.

Meeting Date: 08/23/2021

Policy Statement: This request supports the City Council 2020-2021 Policy Agenda

Goal(s): Sound Infrastructure

Submitted by: Andrew Waits, Director of Public Works

Agenda Caption:

Consider a resolution awarding RFP 2021-30 to Canary Construction, Inc. for replacement of +/- one hundred ninety-two feet (192) of wastewater main at the dead-end of Katy Street under Burlington Northern Santa Fe Railroad (BNSF), in an amount not to exceed one hundred twenty thousand, sixty-two dollars and thirty cents (\$120,062.30).

Background:

Sound Infrastructure has been identified as a Key Performance Objective for the City Council. The City has a maintenance program that tracks and records blockages and sanitary sewer overflows within the City and recommends maintenance based upon historical data. Staff has been completing infrastructure projects annually to realize the goal of having a well-maintained wastewater system. The majority of the sewer lines in the City are clay tile which are prone to root attachment that enters the pipe through cracks and joints causing damage and blockages. Wastewater mains are identified for replacement through routine examination and inspection which reveal cracking and pipe separation. The recently updated master plan prioritizes major capital projects based on growth and developments patterns.

Operational Considerations:

This project consists of replacing approximately one hundred ninety-two (192) linear feet of wastewater line by boring, which is a trench-less method of replacing buried pipelines without the need for a traditional construction trench. This method is cost-efficient and expedites the process. City staff will serve as the project manager and will coordinate with Canary Construction, Inc. to ensure the wastewater main replacement is in accordance with the City of Lancaster design manual specifications.

Legal Considerations:

This bid was processed in accordance with all local and state purchasing statutes. Bids were advertised in the Focus Daily News on June 10th and 13th, 2021. Bids were posted on the City's electronic procurement system, and bids were opened on July 15, 2021. Two bids were received with Canary Construction, Inc. being the lowest qualified bidder.

Public Information Considerations:

This item is being considered at a Regular Meeting of the City Council noticed in accordance with the Texas Open Meetings Act.

Fiscal Impact:

Funding is available in the current wastewater fund. The total cost reflects Canary Construction, Inc. cost estimate of one hundred four thousand four hundred two dollars and zero cents (\$104,402.00) and a 15% contingency of twenty-six thousand, one hundred dollars and fifty cents (\$15,660.30). Funding will not exceed one hundred twenty thousand, sixty-two dollars and thirty cents (\$120,062.30).

Options/Alternatives:

1. City Council may approve the resolution, as presented.
2. City Council may deny the resolution.

Recommendation:

Staff recommends approval of the resolution, as presented.

Attachments

Resolution

Exhibit A

Construction Agreement

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF BID 2021-30 FOR THE REPLACEMENT OF APPROXIMATELY ONE HUNDRED NINETY-TWO (192) LINEAR FEET OF WASTEWATER MAIN AT THE DEAD-END OF KATY STREET UNDER BURLINGTON NORTHERN SANTA FE RAILROAD (BNSF), IN AN AMOUNT NOT TO EXCEED ONE HUNDRED TWENTY THOUSAND SIXTY-TWO DOLLARS AND THIRTY CENTS (\$120,062.30), TO CANARY CONSTRUCTION, INC.; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENTS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lancaster, Texas, has determined, after due consideration that it is in the best interest of the City to award a contract to Canary Construction, Inc. for replacement of approximately one hundred ninety-two feet (192) of wastewater main located at the dead end of Katy Street under BNSF Railroad; and

WHEREAS, the bid was processed in accordance with all local and state purchasing statutes.

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

SECTION 1. That the City Manager of the City of Lancaster, Texas is hereby authorized to execute the contract.

SECTION 2. Any prior Resolution of the City Council in conflict with the provisions contained in this resolution are hereby repealed and revoked.

SECTION 3. Should any part of this Resolution to be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

SECTION 4. This resolution shall become effective immediately from and after this bid was processed in accordance with all local and state purchasing statutes passage, and the law and charter in such cases provide.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 23rd day of August, 2021.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

Sewer line replacement

Sewer main replacement on Katy Street.

Quantity	Description
1 EA	Mobilization & Start up
1 EA	Clear & Grub
192 LF	15" SDR – 26 PVC
50 LF	30" Steel casing by bore with grout inside
1 EA	5" DIA STD manhole
1 EA	5" DIA drop manhole over existing SS
1 EA	Connect to existing, rehab MH, brick and plug
1 EA	Abandon existing manhole, brick and plug
192 LF	Grout fill existing 8" SS, brick and plug
192 LF	Trench safety
1 LS	Haul off spoils
1 LS	TV, air, mandrel & vacuum
1 LS	Hydro mulch disturbed area

- **2-year Maintenance Bond Required.**

Optional add

LS	If full bypass with sacrificial bore required
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All work shall be in accordance with the City of Lancaster Standard Details.

All communication and coordination with BNSF Railway shall be completed by the contractor awarded the bid.

You are currently running an experimental version of Earth.

Learn more Send feedback



Line Items

Line 1 Turn in proposal with breakdown of prices and schedule for completio			
Name	Qty	UOM	Price
Canary Construction, Inc.		1	\$104,402.00
Grod Construction LLC		1	\$277,882.00

City of Lancaster
Sewer Main Replacement on Katy Street

Item No.	Name of Pay Item	Unit	Est. Quantity	Unit Bid Price	Amount Bid
1	Mobilization & Start Up	EA	1	\$ 4,000.00	\$ 4,000.00
2	Clear & Grub	EA	1	\$ 2,000.00	\$ 2,000.00
3	15" SDR 26 PVC	LF	192	\$ 190.00	\$ 36,480.00
4	30" Steel Casing by Bore with Grout Inside	LF	50	\$ 450.00	\$ 22,500.00
5	5' DIA STD Manhole	EA	1	\$ 9,500.00	\$ 9,500.00
6	5' DIA Drop Manhole over existing SS	EA	1	\$ 10,500.00	\$ 10,500.00
7	Connect to Existing, rehab MH, brick & plug	EA	1	\$ 2,000.00	\$ 2,000.00
8	Abandon existing manhole, brick & plug	EA	1	\$ 950.00	\$ 950.00
9	Grout fill existing 8" SS, brick & plug	LF	192	\$ 40.00	\$ 7,680.00
10	Trench Safety	LF	192	\$ 1.00	\$ 192.00
11	Haul Off Spoils	LS	1	\$ 2,000.00	\$ 2,000.00
12	TV, Air, Mandrel & Vacuum	LS	1	\$ 1,600.00	\$ 1,600.00
13	Hydromulch disturbed area	LS	1	\$ 5,000.00	\$ 5,000.00
	Job Total				\$104,402.00

OPT ADD	If full bypass with sacrificial bore required	LS	1		\$ 5,000.00
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Canary Construction, Inc.
802 N Kealy Ave, Suite 101
Lewisville, TX 75057
Tel 469.464.3823 Fax 469.464.4233
wayne@canaryconstruction.com
www.canaryconstruction.com



REFERENCES AND COMPLETED PROJECTS

Project Name: East System Air Valve Improvements
Owner: North Texas Municipal Water District
Location/City Inspector: Various Locations, Johnny Boles 972-689-9598
Contract Amount: \$1,711,020.00
Project Date: June 2017-March 2018
Scope: Replace 60+ Air Valves into Type A and B Manholes. Implemented traffic control, trench safety, and erosion control.
Project Manager: Shay Fanning, 214-808-0506
Project Superintendent: Jorge Reyes, 469-951-5977

Project Name: Wayland 12" Sanitary Sewer
Owner: City of Arlington
Location/City Inspector: Arlington - Emily A Hannon 817-459-6635
Contract Amount: \$280,201.00
Project Date: May 2018-June 2018
Scope: Installed 230 LF of 12" Sanitary Sewer, 230 LF of 12" PVC SS, installed 3 5' sewer manholes. Implemented traffic control, trench safety, and erosion control.
Project Manager: Shay Fanning, 214-808-0506
Project Superintendent: Jorge Reyes, 469-951-5977

Project Name: Broad Street Sanitary Sewer
Owner: City of Forney
Location/City Inspector: Forney - Kyran Hayes 972-564-7351
Contract Amount: \$532,604.50
Project Date: December 2017-June 2018
Scope: Installed 470 LF of 12" Sanitary Sewer, 1773 LF of 8" Sanitary Sewer, Installed 12 4' Dia. Manholes with interior protective coating. Implemented trench safety, traffic control, and erosion control.
Project Manager: Shay Fanning, 214-808-0506
Project Superintendent: Jorge Reyes, 469-951-5977

Project Name: North Main and South Elm Water Line Improvements
Owner: City of Keller
Location/City Inspector: Keller - James Byerly 817-881-9497
Contract Amount: \$320,559.00
Project Date: August 2018-December 2018
Scope: Installed 1500 LF of 8" PVC, 180 LF bore and grout 16" Steel Casing pipe, Connected 8 new domestic water services. Implemented trench safety and traffic control.
Project Manager: Shay Fanning, 214-808-0506
Project Superintendent: Jorge Reyes, 469-951-5977

Project Name: Water Improvements Project, TxCDBG 7217009
Owner: City of Alvord
Location/City Inspector: Alvord - Nathan Dahl 940-427-5916
Contract Amount: \$260,981.00
Project Date: November 2018-January 2019
Scope: Installed 1940 LF of 6" PVC, Remove and Replace 19 Water Services to Water Main, implemented trench safety, traffic control, and erosion control.

Project Manager: Shay Fanning, 214-808-0506
Project Superintendent: Jorge Reyes, 469-951-5977

Project Name: 2018 Washington Street Water Project
Owner: City of Greenville
Location/City Inspector: Greenville – Jeremy Smith 903-457-2953
Contract Amount: \$173,415.00
Project Date: January 2019

Scope: Installed 1100 LF of 12" PVC, Remove and Replace 1700 LF of concrete sidewalks/driveways, implemented trench safety, traffic control, and erosion control.

Project Manager: Shay Fanning, 214-808-0506
Project Superintendent: Jorge Reyes, 469-951-5977

Project Name: Albert Retail, Ennis
Owner: DA Ennis 45 Partners LP
Location/City Inspector: Ennis
Contract Amount: \$927,025.00
Project Date: May 2019

Scope: Installed 1040' of 8" & 6" PVC, 350' of 2" WL. Installed 220' of 6" Underground Fire Line, (2) FDC. Installed 750' of 8" & 6" Sanitary Sewer, (2) 4' Manholes. Installed 1540' of 18", 24", & 30" Class III RCP, 24" Slope Headwall, Contech Detention Area, 4' Storm Drain Manhole.

Project Manager: Shay Fanning, 214-808-0506
Project Superintendent: Jorge Reyes, 469-951-5977

Project Name: Albert Retail, Little Elm III
Owner: AE Contractors, LLC
Location/City Inspector: Little Elm
Contract Amount: \$201,853.00
Project Date: September 2019

Scope: Installed 470' of 12" and 8" Waterline, 300' of 6" Fireline, 280' of 18" RCP.

Project Manager: Shay Fanning, 214-808-0506
Project Superintendent: Jorge Reyes, 469-951-5977

Project Name: Winding Creek Dr., Oak Forest Dr., and Canyon Creek Dr., WL & KCS RXR SS Line crossing
Owner: City of Highland Village
Location/City Inspector: Highland Village, Tim Bruedigam 469-446-0612
Contract Amount: \$649,819.00
Project Date: August 2019

Scope: Installed 2865' of 8" C900 DR 18 by open cut, 700' of 8" C900 DR-18 by wet bore, installed 9 fire hydrants, 43 long and short services. Implemented trench safety, traffic control, and erosion control.

Project Manager: Shay Fanning, 214-808-0506
Project Superintendent: Jorge Reyes, 469-951-5977

Project Name: Sanitary Sewer Rehabilitation
Owner: City of Marlin
Location/City Inspector: Marlin, TX – Danny Hayes 936-637-6061
Contract Amount: \$747,281.50
Project Date: October 2019

Scope: Installed 478 LF of 15" Sanitary Sewer (6'-8' open cut), 305 LF of 15" Sanitary Sewer (8'-10' open cut), 285 LF of 15" Sanitary Sewer (wet bore), 1460 LF of 12" Sanitary Sewer (0'-6' open cut), 825 LF of 12" Sanitary Sewer (wet bore), reconnected 67 long and short services, installed 13 4' Manholes up to 6' deep. Implemented traffic control, trench safety, and erosion control.

Project Manager: Shay Fanning, 214-808-0506
Project Superintendent: Jorge Reyes, 469-951-5977

Project Name: CDBG Morningside Sanitary Sewer Manhole and Main Line Replacement Project

Owner: City of Lewisville

Location/City Inspector: Lewisville, TX - David Evans 972-219-3522

Contract Amount: \$543,737.25

Project Date: August 2020

Scope: Remove and Replace 885 LF of 8" Sanitary Sewer in 18" steel casing with fittings, 4 48" diameter manholes. Remove and replace 8" Sanitary Sewer by Pipe Burst. Remove and replace asphalt and concrete pavement. Implemented traffic control, trench safety, and erosion control.

Project Manager: Shay Fanning, 214-808-0506

Project Superintendent: Jorge Reyes, 469-951-5977

Project Name: Prairie Creek Sanitary Sewer Realignment

Owner: City of Richardson

Location/City Inspector: Richardson, TX - Paul Dungan 469-628-6506

Contract Amount: \$128,292.00

Project Date: July 2020

Scope: Replace 427 LF of 8" Sewer by Open Cut, 25 LF of 8" Sewer by Bore. Install 1 4ft manhole. Hydromulch approx. 1200 SY. Implement trench safety, erosion and sediment control.

Project Manager: Shay Fanning, 214-808-0506

Project Superintendent: Jorge Reyes, 469-951-5977

Project Name: Ponder Sports Complex

Owner: Town of Ponder

Location/City Inspector: Ponder, TX - Gary Morris 940-479-2396

Contract Amount: \$165,474.00

Project Date: November 2020

Scope: Install 475 LF of 6", 955 LF of 12", and 90 LF of 12" by bore Waterlines with all fittings. Install 375 LF of 4" Sewer with all fittings. Implemented trench safety, erosion control, and traffic control.

Project Manager: Shay Fanning, 214-808-0506

Project Superintendent: Jorge Reyes, 469-951-5977

Project Name: SH 114 Water and Sewer Relocation

Owner: City of Southlake

Location/City Inspector: Southlake, TX - Mark Cisneros 817-458-2064

Contract Amount: \$784,223.00

Project Date: March 2021

Scope: Install approximately 463 LF of 12" Waterline by Open Cut with fittings, approximately 553 LF of 12" and 18" with fittings, 5) 5' manholes with extra depth. Hydromulch 4000+ square yards, topsoil in disturbed areas. Implement traffic control, trench safety, and erosion control.

Project Manager: Shay Fanning, 214-808-0506

Project Superintendent: Jorge Reyes, 469-951-5977

Project Name: Albert Retail - Whispering Farms - Prosper

Owner: Albert Enterprises

Location/City Inspector: Prosper, TX - Kirk Sharp 972-754-4495

Contract Amount: \$122,185.00

Project Date: December 2020

Scope: Install 125 LF of 6" Waterline by Bore with steel casing, 70 LF of 1" Waterline by Open Cut with fittings, 95 LF of 6" fireline with fittings, 20 LF of 6" Sanitary Sewer with 1 5ft drop manhole, 45 LF of 24" RCP with fittings. Implement traffic control, trench safety, and erosion control.

Project Manager: Shay Fanning, 214-808-0506

Project Superintendent: Jorge Reyes, 469-951-5977



List of References for Canary Construction, Inc.

Johnny Boles

NTMWD Inspector
972-689-9598

jboles@ntmwd.com

East Systems Air Valve Improvements, North
System Air Valve Improvements

Jay London

NTMWD Project PE
214-507-6412

jaylondon@ntmwd.com

East Systems Air Valve Improvements

Michael Stacey

Engineer, Freeman-Millican
214-503-0555

mstacey@fmi-dallas.com

Broad Street Sanitary Sewer

James Byerly

City of Keller Inspector
817-881-9497

jbyerly@cityofkeller.com

North Main Street and South Elm Street
Waterline Improvements

Emily Hannon

City of Arlington Engineer
817-459-6635

emily.hannon@arlingtontx.gov

Wayland 12" Sanitary Sewer

Mike Mikeska

City of Terrell Engineer
214-288-2244

mmikeska@cityofterrell.org

FM 148 Waterline Relocation

Kirk Sharp

Albert Enterprises, Project Manager
972-754-4495

ksharp@albertenterprises.com

Multiple Projects, various locations

Neil Quam

City of Dallas Water Utilities Inspector
214-460-6881

neil.quam@dallascityhall.com

40One Roof Project

Nye Gorelangton

DFA, LTD Project Manager
214-477-8689

nye0825@icloud.com

Multiple Projects, various locations

Mike Quintero

Argyle Water Supply Chief Inspector
940-367-3100

mike@argylewsc.com

18" Waterline Along Sam Davis Road

Victor Avila

City of DeSoto Construction Inspector
214-662-6816

vavila@desototexas.gov

Misc. Water Valve Replacements

Mariana Abud

Teixeira Duarte Project Manager
469-655-5846

mab@tduarte.com

Dickason Addition – Infinity Turtle Creek

NON-APPROPRIATION CLAUSE AFFIDAVIT

Notwithstanding anything to the contrary herein, in the event the City fails to appropriate sufficient funds for any of the City's fiscal years occurring during the term of this agreement, which appropriations are for the purpose of paying the monthly or other charges set forth in this agreement or similar to those described herein, the term of this agreement shall end midnight on September 30, of the City's fiscal year for which appropriations were made without further liability except for payment of monthly charges due and payable for services provided prior to the date of termination.

APPROVAL:

By: WAYNE BORSTAD
Signature: [Signature]

Title: PRESIDENT
Company: CANARY CONSTRUCTION, Inc

Bid #: 2021 - 30

Bid Name: WASTEWATER MAIN REPLACEMENT OF KATY STREET

A310™ – 2010 Bid Bond

CONTRACTOR:

(Name, legal status and address)

Canary Construction, Inc.
802 N. Kealy Avenue, Ste. 101
Lewisville, TX 75057

SURETY:

Berkley Insurance Company
475 Steamboat Road
Greenwich, CT 06830

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Lancaster
211 N. Henry, P.O. Box 940
Lancaster, TX 75146

BOND AMOUNT: \$ Five Percent of Greatest Amount Bid by Principal (\$5% GAB)

PROJECT:

(Name, location or address, and Project number, if any)

Wastewater Main Replacement of Katy Street

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 15th day of July, 2021

(Witness)

Canary Construction, Inc.

(Principal)

(Seal)

(Title)

Berkley Insurance Company

(Surety)

(Seal)

(Title)

Joseph Patrick O'Connor, Attorney-in-Fact



POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
 WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Paul Guenther Adam; Joseph Patrick O'Connor; Peter Severance Batjer; Lisa Welch Friend; Susan Dale Muniz; Rhonda Ann Underwood; Christlne Jones; or Alan Sisk of Trimble-Batjer Insurance Associates LLP of San Antonio, TX* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 18th day of March, 2021.



Attest:

By

Ira S. Lederman
 Ira S. Lederman
 Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter
 Jeffrey M. Hafter
 Senior Vice President

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 18th day of March, 2021, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDRAKEN
 NOTARY PUBLIC
 CONNECTICUT
 MY COMMISSION EXPIRES
 APRIL 30, 2024

Maria C. Rundraken
 Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.



And hereby given under my hand and seal of the Company, this 15th day of July, 2021.

Vincent P. Forte
 Vincent P. Forte

City of Lancaster, Texas

Standard Fixed Price Construction Agreement

This Agreement is made by and between the City of Lancaster, Texas, a home-rule municipality (hereinafter referred to as the "Owner") and Canary Construction, Inc. (hereinafter referred to as the "Contractor") for construction of Sewer Main Replacement on Katy St (Bid #2021-30), (hereinafter referred to as the "Project"), the Owner and the Contractor hereby agree as follows:

ARTICLE I: CONTRACT & CONTRACT DOCUMENTS

1.1 THE CONTRACT

1.1.1 The Contract between the Owner and the Contractor, of which this Agreement is a part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last party to execute it.

1.2. THE CONTRACT DOCUMENTS

1.2.1 The Contract Documents consist of this Agreement, the Specifications, the Drawings, all Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the parties hereafter, together with the following (if any): Bid Response Documents.

Documents not enumerated in this Paragraph 1.2.1 are not Contract Documents and do not form part of this Contract.

1.3 ENTIRE AGREEMENT

1.3.1 This Contract, together with the Contractor's performance, maintenance, and payment bonds for the Project, all General Conditions, Special Conditions, Plans and Specifications, and Addenda attached thereto, constitute the entire and exclusive agreement between the Owner and the Contractor with reference to the Project. Specifically, but without limitation, this Contract supersedes any bid documents and all prior written or oral communications, representations and negotiations, if any, between the Owner and Contractor not expressly made a part hereof.

1.4 NO PRIVACY WITH OTHERS

1.4.1 Nothing contained in this Contract shall create, or be interpreted to create, privacy or any other contractual agreement between the Owner and any person or entity other than the Contractor.

1.5 INTENT AND INTERPRETATION

1.5.1 The intent of this Contract is to require complete, correct and timely execution of the Work. Any Work that may be required, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Contract Price.

1.5.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

1.5.3 When a word, term or phrase is used in this Contract, it shall be interpreted or construed, first, as

defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.

1.5.4 The words "include", "includes", or "including", as used in this Contract, shall be deemed to be followed by the phrase, "without limitation".

1.5.5 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.

1.5.6 Words or terms used as nouns in this Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

1.5.7 The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings, the Product Data, and any Plans and Specifications, and shall give written notice to the Owner of any inconsistency, ambiguity, error or omission which the Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance or the express or implied approval by the Owner or the Architect of the Contract Documents, Shop Drawings, or Product Data shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. The Owner has requested the Architect to only prepare documents for the Project, including the Drawings and Specifications for the Project, which are accurate, adequate, consistent, coordinated and sufficient for construction. **However, the owner makes no representation or warranty of any nature whatsoever to the contractor concerning such documents.** By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not rely upon any representation or warranties by the Owner concerning such documents as no such representation or warranties have been or are hereby made. Further, the Contractor represents and warrants that it has had a sufficient opportunity to inspect the Project site and assumes any and all responsibility for inadequacies or ambiguities in

the plans, drawings or specifications as well as for latent conditions of the site where the work is to be performed.

1.5.8 As between numbers and scaled measurements on the Drawings and in the Design, the numbers shall govern, as between larger scale and smaller scale drawings, the larger scale shall govern.

1.5.9 Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the Design, shall control the Contractor in dividing the Work or in establishing the extent or scope of the Work to be performed by Subcontractors.

1.6 OWNERSHIP OF CONTRACT DOCUMENTS

1.6.1 The Contract Documents, and each of them, shall remain the property of the Owner. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided, however, that in no event shall Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the Owner's prior written authorization.

ARTICLE II: THE WORK

2.1 The Contractor shall perform all of the Work required, implied or reasonably inferable from, this Contract.

2.2 WORK

2.2.1 The term "Work" shall mean whatever is done by or required of the Contractor to perform and complete its duties under this Contract, including the following: construction of the whole or a designated part of the Project; furnishing of any required surety bonds and insurance, and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as required by this Contract. The Work to be performed by the Contractor is generally described as follows:

Bid #2021-30 and Sewer Main Replacement on Katy St.

The project consists of the construction of an...

2.2.2 The Contractor shall be responsible for paying for and procuring all materials and labor and furnishing all services necessary or appropriate for the full performance of the Work and the for the full completion of the Project. All materials shall be new and materials and workmanship shall be of good quality. Upon request, the Contractor shall furnish satisfactory proof of the type, kind, and quality of materials.

ARTICLE III: CONTRACT TIME

3.1 TIME AND LIQUIDATED DAMAGES

3.1.1 The Contractor shall commence the Work within 10 days of receipt of a written Notice to Proceed, and shall achieve Substantial Completion of the Work no

later than **forty-five (45) working days** from the date specified in the Notice to Proceed. The parties acknowledge that time is of the essence in the performance of the terms of this Contract. The term "calendar days" shall mean any and all days of the week or month, no days being excepted. It is contemplated by the parties that the progress of the Work may be delayed by certain conditions beyond the control of the parties; these delays have been contemplated by the parties and considered in the time allotted for performance specified herein and includes, but is not limited to delays occasioned on account of adverse weather, temporary unavailability of materials, shipment delays, and the presence and potential interference of other contractors who may be performing work at the Project site unrelated to this agreement.

The number of calendar days from the date on which the Work is permitted to proceed, through the date set forth for Substantial Completion, shall constitute the "Contract Time".

3.1.2 The Contractor shall pay the Owner the sum of \$120.00 per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that Substantial Completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

3.1.3 In the event that the Contractor achieves certification of substantial completion prior to the scheduled completion date, the Owner shall pay to the Contractor the sum of \$0.00 per day for each calendar day that substantial completion is certified in advance of the scheduled completion date.

3.1.4 No claim shall be made by the Contractor to the Owner, and no damages, costs or extra compensation shall be allowed or paid by the Owner to the Contractor for any delay or hindrance from any cause in the progress or completion of the Work or this Contract. The Contractor's sole remedy in the event of any delay or hindrance shall be to request time extensions by written change orders as provided for hereinafter. Should the Contractor be delayed by an act of the Owner, or should the Owner order a stoppage of the Work for sufficient cause, an extension of time shall be granted by the Owner by written authorization upon written application,

which extension shall not be unreasonably denied, to compensate for the delay.

3.1.5 The Owner shall have the authority to suspend the Work wholly or in part for such period or periods of time as it may deem appropriate due to unsuitable conditions considered unfavorable for the proper prosecution of the Work or for the failure of the Contractor to carry out instructions from the Owner or Owner's representative. During any period in which the Work is stopped or during which any of the Work is not actively in progress for any reason, Contractor shall properly protect the site and the Work from damage, loss or harm.

3.2 SUBSTANTIAL COMPLETION

3.2.1 "Substantial Completion" shall mean that stage in the progression of the Work when the Work is sufficiently complete in accordance with this Contract that the Owner can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose, even though minor miscellaneous work and/or adjustment may be required.

3.3 TIME IS OF THE ESSENCE

3.3.1 All limitations of time set forth in the Contract Documents are of the essence of this Contract.

ARTICLE IV: CONTRACT PRICE

4.1 THE CONTRACT PRICE

4.1.1 The Owner shall pay, and the Contractor shall accept, as full and complete payment for all of the Work required herein, the fixed sum of: Fee:

One Hundred Four Thousand Two Dollars and Zero Cents. (\$104,402.00)

The sum set forth in this Paragraph 4.1 shall constitute the Contract Price which shall not be modified except by written Change Order as provided in this Contract.

ARTICLE V: PAYMENT OF THE CONTRACT PRICE

5.1 SCHEDULE OF VALUES

5.1.1 Within ten (10) calendar days of the effective date hereof, the Contractor shall submit to the Owner and/or to the Architect a Schedule of Values allocating the Contract Price to the various portions of the Work. The Contractor's Schedule of Values shall be prepared in such form, with such detail, and supported by such data as the Architect or the Owner may require to substantiate its accuracy. The Contractor shall not imbalance the Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of this Contract. The Schedule of Values shall be used only as a basis for the Contractor's Applications for Payment and shall only constitute such basis after it has been acknowledged and accepted in writing by the Architect and the Owner.

5.2 PAYMENT PROCEDURE

5.2.1 The Owner shall pay the Contract Price to the Contractor as provided below.

5.2.2 **PROGRESS PAYMENTS** - Based upon the Contractor's Applications for Payment submitted to the Architect and upon Certificates for Payment subsequently issued to the Owner by the Architect, the Owner shall make progress payments to the Contractor on account of the Contract Price.

5.2.3 On or before the 25th day of each month after commencement of the Work, the Contractor shall submit an Application for Payment for the period ending the 15th day of the month to the Architect in such form and manner, and with such supporting data and content, as the Owner or the Architect may require. Therein, the Contractor may request payment for ninety percent (90%) of that portion of the Contract Price properly allocable to Contract requirements properly provided, labor, materials and equipment properly incorporated in the Work, less the total amount of previous payments received from the Owner. Such Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the Work has progressed to the level for which payment is requested in accordance with the Schedule of Values, that the Work has been properly installed or performed in full compliance with this Contract, and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the Architect will review the Application for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by this Contract. The Architect shall determine and certify to the Owner the amount properly owing to the Contractor. The Owner shall make partial payments on account of the Contract Price to the Contractor within thirty (30) days following the Architect's receipt and approval of each Application for Payment. The amount of each partial payment shall be the amount certified for payment by the Architect less such amounts, if any, otherwise owing by the Contractor to the Owner or which the Owner shall have the right to withhold as authorized by this Contract. The Architect's certification of the Contractor's Application for Payment shall not preclude the Owner from the exercise of any of its rights as set forth in Paragraph 5.3 below.

5.2.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which payments have been received from the Owner shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.

5.2.5 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to

which such Subcontractor is entitled. In the event the Owner becomes informed that the Contractor has not paid a Subcontractor as herein provided, the Owner shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the Owner, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the Owner to repeat the procedure in the future.

5.2.6 No progress payment, nor any use or occupancy of the Project by the owner, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Contract.

5.3 WITHHELD PAYMENT

5.3.1 The Owner may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the Owner from loss because of:

- (a) defective Work not remedied by the Contractor nor, in the opinion of the Owner, likely to be remedied by the Contractor;
- (b) claims of third parties against the Owner or the Owner's property;
- (c) failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
- (d) evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price,
- (e) evidence that the Work will not be completed in the time required for substantial or final completion;
- (f) persistent failure to carry out the Work in accordance with the Contract;
- (g) damage to the Owner or a third party to whom the Owner is, or may be, liable.

In the event that the Owner makes written demand upon the Contractor for amounts previously paid by the Owner as contemplated in this Subparagraph 5.3.1, the Contractor shall promptly comply with such demand. The Owner shall have no duty to third parties to withhold payment to the Contractor and shall incur no liability for a failure to withhold funds.

5.4 UNEXCUSED FAILURE TO PAY

5.4.1 If within fifteen (15) days after the date established herein for payment to the Contractor by the Owner, the Owner, without cause or basis hereunder, fails to pay the Contractor any amount then due and payable to the Contractor, then the Contractor may after

ten (10) additional days' written notice to the Owner and the Architect, and without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from the Owner have been received. Late payments shall not accrue interest or other late charges.

5.5 SUBSTANTIAL COMPLETION

5.5.1 When the Contractor believes that the Work is substantially complete, the Contractor shall submit to the Architect a list of items to be completed or corrected. When the Architect on the basis of an inspection determines that the Work is in fact substantially complete, it will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for Project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. Guarantees required by the Contract shall commence on the date of Substantial Completion of the Work. The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such certificate.

Upon Substantial Completion of the Work, and execution by both the Owner and the Contractor of the Certificate of Substantial Completion, the Owner shall pay the Contractor an amount sufficient to increase total payments to the Contractor to one hundred percent (100%) of the Contract Price less three hundred percent (300%) of the reasonable cost as determined by the Owner and the Architect for completing all incomplete Work, correcting and bringing into conformance all defective and nonconforming Work, and handling all unsettled claims.

5.6 COMPLETION AND FINAL PAYMENT

5.6.1 When all of the Work is finally complete and the Contractor is ready for a final inspection, it shall notify the Owner and the Architect thereof in writing. Thereupon, the Architect will make final inspection of the Work and, if the Work is complete in full accordance with this Contract and this Contract has been fully performed, the Architect will promptly issue a final Certificate for Payment certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. If the Architect is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection(s) which cost may be deducted by the Owner from the Contractor's final payment.

5.6.1.1 If the Contractor fails to achieve final completion within the time fixed by the Architect in its Certificate of Substantial Completion, the Contractor shall pay the Owner the sum set forth hereinabove as liquidated damages per day for each and every calendar day of unexcused delay in achieving final completion beyond

the date set forth herein for final completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that final completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving final completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

5.6.2 The Contractor shall not be entitled to final payment unless and until it submits to the Architect its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the Owner, or the Owner's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of lien from all Subcontractors of the Contractor and of any and all other parties required by the Architect or the Owner; consent of Surety, if any, to final payment. If any third party fails or refuses to provide a release of claim or waiver of lien as required by the Owner, the Contractor shall furnish a bond satisfactory to the Owner to discharge any such lien or indemnify the Owner from liability.

5.6.3 The Owner shall make final payment of all sums due the Contractor within ten (10) days of the Architect's execution of a final Certificate for Payment.

5.6.4 Acceptance of final payment shall constitute a waiver of all claims against the Owner by the Contractor except for those claims previously made in writing against the Owner by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final payment.

5.6.5 Under no circumstance shall Contractor be entitled to receive interest on any payments or monies due Contractor by the Owner, whether the amount on which the interest may accrue is timely, late, wrongfully withheld, or an assessment of damages of any kind.

ARTICLE VI: THE OWNER

6.1 INFORMATION, SERVICES AND THINGS REQUIRED FROM OWNER

6.1.1 The Owner shall furnish to the Contractor, at the time of executing this Contract, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project.

Such written and tangible material is furnished to the Contractor only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, the Owner does not represent, warrant, or

guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all, and shall have no liability therefore. The Owner shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the Project site.

6.1.2 Excluding permits and fees normally the responsibility of the Contractor, the Owner shall obtain all approvals, easements, and the like required for construction and shall pay for necessary assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

6.1.3 The Owner shall furnish the Contractor, free of charge, one copy of the Contract Documents for execution of the Work.

6.2 RIGHT TO STOP WORK

6.2.1 If the Contractor persistently fails or refuses to perform the Work in accordance with this Contract, or if the best interests of the public health, safety or welfare so require, the Owner may order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the Owner orders that Work be resumed. In such event, the Contractor shall immediately obey such order.

6.3 OWNER'S RIGHT TO PERFORM WORK

6.3.1 If the Contractor's Work is stopped by the Owner under Paragraph 6.2, and the Contractor fails within seven (7) days of such stoppage to provide adequate assurance to the Owner that the cause of such stoppage will be eliminated or corrected, then the Owner may, without prejudice to any other rights or remedies the Owner may have against the Contractor, proceed to carry out the subject Work. In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the cost of correcting the subject deficiencies, plus compensation for the Architect's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Contract Price is insufficient to cover the amount due the Owner, the Contractor shall pay the difference to the Owner.

ARTICLE VII: THE CONTRACTOR

7.1 The Contractor is again reminded of its continuing duty set forth in Subparagraph 1.5.7. The Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. If the Contractor performs any of the Work knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Architect, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.

7.2 The Contractor shall perform the Work strictly in accordance with this Contract.

7.3 The Contractor shall supervise and direct the Work using the Contractor's best skill, effort and

attention. The Contractor shall be responsible to the Owner for any and all acts or omissions of the Contractor, its employees and others engaged in the Work on behalf of the Contractor.

7.3.1 The Contractor shall give adequate attention to the faithful prosecution of the Work and the timely completion of this Contract, with authority to determine the manner and means of performing such Work, so long as such methods insure timely completion and proper performance.

7.3.2 The Contractor shall exercise all appropriate means and measures to insure a safe and secure jobsite in order to avoid and prevent injury, damage or loss to persons or property.

7.4 WARRANTY

7.4.1 The Contractor warrants to the Owner that all labor furnished to progress the Work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Contract. All Work not conforming to these requirements may be considered defective.

7.5 The Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the Work. The Contractor shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law pertaining to the Work.

7.6 SUPERVISION

7.6.1 The Contractor shall employ and maintain at the Project site only competent supervisory personnel. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor's authorized representative at the site and shall be authorized to receive and accept any and all communications from the Owner or the Architect.

7.6.2 Key supervisory personnel assigned by the Contractor to this Project are as follows:

NAME	FUNCTION
------	----------

(Must be filled out by Contractor)

_____	_____
_____	_____
_____	_____

So long as the individuals named above remain actively employed or retained by the Contractor, they shall perform the functions indicated next to their names unless the Owner agrees to the contrary in writing. In the event one or more individuals not listed above subsequently assume one or more of those functions listed above, the Contractor shall be bound by the

provisions of this Subparagraph 7.6.2 as though such individuals had been listed above.

7.7 The Contractor, within fifteen (15) days of commencing the Work, shall submit to the Owner and the Architect for their information, the Contractor's schedule for completing the Work. The Contractor's schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing) and shall be revised to reflect conditions encountered from time to time and shall be related to the entire Project. Each such revision shall be furnished to the Owner and the Architect. Failure by the Contractor to strictly comply with the provisions of this Paragraph 7.7 shall constitute a material breach of this Contract.

7.8 The Contractor shall continuously maintain at the site, for the benefit of the owner and the Architect, one record copy of this Contract marked to record on a current basis changes, selections and modifications made during construction. Additionally, the Contractor shall maintain at the site for the Owner and Architect the approved Shop Drawings, Product Data, Samples and other similar required submittals. Upon final completion of the Work, all of these record documents shall be delivered to the Owner.

7.9 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

7.9.1 Shop Drawings, Product Data, Samples and other submittals from the Contractor do not constitute Contract Documents. Their purpose is merely to demonstrate the manner in which the Contractor intends to implement the Work in conformance with information received from the Contract Documents.

7.9.2 The Contractor shall not perform any portion of the Work requiring submittal and review of Shop Drawings, Product Data or Samples unless and until such submittal shall have been approved by the Architect. Approval by the Architect, however, shall not be evidence that Work installed pursuant thereto conforms with the requirements of this Contract.

7.10 CLEANING THE SITE AND THE PROJECT

7.10.1 The Contractor shall keep the site reasonably clean during performance of the Work. Upon final completion of the Work, the Contractor shall clean the site and the Project and remove all waste, rubbish, temporary structures, and other materials together with ~~all of the Contractor's property therefrom.~~ Contractor shall dispose of all refuse at a Texas Natural Resource Conservation Commission approved landfill. The Contractor shall further restore all property damaged during the prosecution of the Work and shall leave the site in a clean and presentable condition. No additional payment shall be made by the Owner for this work, the compensation having been considered and included in the contract price.

7.11 ACCESS TO WORK AND INSPECTIONS

7.11.1 The Owner and the Architect shall have access to the Work at all times from commencement of the Work through final completion. The Contractor shall

take whatever steps necessary to provide access when requested. When reasonably requested by the Owner or the Architect, the Contractor shall perform or cause to be performed such testing as may be necessary or appropriate to insure suitability of the jobsite or the Work's compliance with the Contract requirements.

7.12 INDEMNITY AND DISCLAIMER

7.12.1 OWNER SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE INDEMNIFIED, DEFENDED, HELD HARMLESS AND RELEASED BY CONTRACTOR FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY OR LOSS TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING THE CONTRACTOR, OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF CONTRACTOR UNDER THIS AGREEMENT, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF OWNER, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE OWNER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS CONTRACT IS AN INDEMNITY EXTENDED BY CONTRACTOR TO INDEMNIFY AND PROTECT OWNER FROM THE CONSEQUENCES OF THE CONTRACTOR'S AS WELL AS THE OWNER'S NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE, AND THAT THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE INDEMNIFICATION OF OWNER AND DEFENSE OF ANY CLAIMS AGAINST CONTRACTOR AND/OR OWNER ARISING FROM THE WORK PERFORMED UNDER THIS AGREEMENT.

7.12.2 The Contractor will secure and maintain Contractual Liability insurance to cover this indemnification agreement that will be primary and non-contributory as to any insurance maintained by the Owner for its own benefit, including self-insurance. In addition, Contractor shall obtain and file with Owner a Standard Certificate of Insurance evidencing the required coverage.

7.12.3 In claims against any person or entity indemnified under this Paragraph 7.12 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 7.12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

7.13 NONDISCRIMINATION

7.13.1 The Contractor shall not discriminate in any way against any person, employee or job applicant on the basis of race, color, creed, national origin, religion, age, sex, or disability where reasonable accommodations can be effected to enable the person to perform the essential functions of the job. The Contractor shall further insure that the foregoing nondiscrimination requirement shall be made a part and requirement of each subcontract on this Project.

7.14 PREVAILING WAGE RATES

7.14.1 The Contractor shall comply in all respects with all requirements imposed by any laws, ordinances or resolutions applicable to the Project with regard to the minimum prevailing wage rates for all classes of employees, laborers, subcontractors, mechanics, workmen and persons furnishing labor and services to the Project. The City of Lancaster has adopted US Department of Labor's Davis Bacon Wage Determinations as the Prevailing Wage Rate Schedule, available to the Contractor by request, which specifies the classes and wage rates to be paid to all persons. The Contractor shall pay not less than the minimum wage rates established thereby for each class, craft or type of labor, workman, or mechanic employed in the execution of this Contract. The failure of the Contractor to comply with this requirement shall result in the forfeiture to the City of \$10.00 of a sum of not less than Sixty Dollars (\$60.00) for each person per day, or portion thereof, that such person is paid less than the prevailing rate. Upon request by the Owner, Contractor shall make available for inspection and copying its books and records, including but not limited to its payroll records, account information and other documents as may be required by the Owner to insure compliance with this provision.

7.15 JOB SITE SAFETY PRECAUTIONS

7.15.1 The Contractor shall at all times exercise reasonable precautions for the safety of its employees, laborers, subcontractors, mechanics, workmen and others on and near the jobsite and shall comply with all laws, ordinances, regulations, and standards of federal, state and local safety laws and regulations. The Contractor shall provide such machinery guards, safe walk-ways, ladders, bridges, and other safety devices as may be necessary or appropriate to insure a safe and secure jobsite and shall require its subcontractors to comply with this requirement. The Contractor shall immediately comply with any and all safety requirements imposed by the Architect during the progress of the Work.

7.16 WARNING DEVICES AND BARRICADES

7.16.1 The Contractor shall furnish and maintain such warning devices, barricades, lights, signs, pavement markings, and other devices as may be necessary or appropriate or required by the Architect to protect persons or property in, near or adjacent to the jobsite, including. No separate compensation shall be paid to the

Contractor for such measures. Where the Work is being conducted in, upon or near streets, alleys, sidewalks, or other rights-of-way, the Contractor shall insure the placement, maintenance and operation of any and all such warning devices as may be required by the City of Lancaster and shall do so until no longer required by the City. Such devices shall be in compliance with and conform to the manual and specifications for the uniform system of traffic control devices adopted by the Texas Department of Transportation.

7.17 PROTECTION OF UTILITIES & OTHER CONTRACTORS

7.17.1 The Contractor shall use best efforts to leave undisturbed and uninterrupted all utilities and utility services provided to the jobsite or which presently exists at, above or beneath the location where the Work is to be performed. In the event that any utility or utility service is disturbed or damaged during the progress of the Work, the Contractor shall forthwith repair, remedy or restore the utility at Contractor's sole expense.

7.17.2 The Contractor understands and acknowledges that other contractors of the Owner or of other entities may be present at the jobsite performing other work unrelated to the Project. The Contractor shall use best efforts to work around other contractors without impeding the work of others while still adhering to the completion date established herein. In the event that the Contractor's work is or may be delayed by any other person, the Contractor shall immediately give notice thereof to the Architect and shall request a written Change Order in accordance with the procedures set forth by this Contract. The Contractor's failure to provide such notice and to request such Change Order shall constitute a waiver of any and all claims associated therewith.

ARTICLE VIII: CONTRACT ADMINISTRATION

8.1 THE ARCHITECT

8.1.1 When used in this Contract the term "Architect" does not necessarily denote a duly licensed, trained or certified architect; as used herein, the term shall be used interchangeably and shall mean a designated Architect, Engineer, or Contract Administrator (who may not be an architect or engineer) for the Owner, said person to be designated or redesignated by the Owner prior to or at any time during the Work hereunder. The Architect may be an employee of the Owner or may be retained by the Owner as an independent contractor but, in either event, the Architect's duties and authority shall be as set forth hereinafter. The Contractor understands and agrees that it shall abide by the decisions and instructions of the Architect notwithstanding the contractual relationship between the Owner and Architect. All of the Owner's instructions to the Contractor shall be through the Architect.

In the event the Owner should find it necessary or convenient to replace the Architect, the Owner shall retain a replacement Architect and the status of the replacement Architect shall be that of the former Architect.

8.2 ARCHITECT'S ADMINISTRATION

8.2.1 The Architect, unless otherwise directed by the Owner in writing, will perform those duties and discharge those responsibilities allocated to the Architect as set forth in this Contract. The Architect shall be the Owner's representative from the effective date of this Contract until final payment has been made.

8.2.2 The Owner and the Contractor shall communicate with each other in the first instance through the Architect.

8.2.3 The Architect shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by the Contractor. The Architect shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.

8.2.4 The Architect will review the Contractor's Applications for Payment and will certify to the Owner for payment to the Contractor, those amounts then due the Contractor as provided in this Contract.

8.2.5 The Architect shall have authority to reject Work which is defective or does not conform to the requirements of this Contract. If the Architect deems it necessary or advisable, the Architect shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements.

8.2.6 The Architect will review and approve, or take other appropriate action as necessary, concerning the Contractor's submittals including Shop Drawings, Product Data and Samples. Such review, approval or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.

8.2.7 The Architect will prepare Change Orders and may authorize minor changes in the Work by Field Order as provided elsewhere herein.

8.2.8 The Architect shall, upon written request from the Contractor, conduct inspections to determine the date of Substantial Completion and the date of final completion, will receive and forward to the Owner for the Owner's review and records, written warranties and related documents required by this Contract and will issue a final Certificate for Payment upon compliance with the requirements of this Contract.

8.2.9 The Architect's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Contract.

8.3 CLAIMS BY THE CONTRACTOR

8.3.1 The Architect shall determine all claims and matters in dispute between the Contractor and Owner with regard to the execution, progress, or sufficiency of the Work or the interpretation of the Contract Documents, including but not limited to the plans and specifications. Any dispute shall be submitted in writing to the Architect within seven (7) days of the event or

occurrence or the first appearance of the condition giving rise to the claim or dispute who shall render a written decision within a reasonable time thereafter. The Architect's decisions shall be final and binding on the parties. In the event that either party objects to the Architect's determination as to any submitted dispute, that party shall submit a written objection to the Architect and the opposing party within ten (10) days of receipt of the Architect's written determination in order to preserve the objection. Failure to so object shall constitute a waiver of the objection for all purposes.

8.3.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of this Contract and the Owner shall continue to make payments to the Contractor in accordance with this Contract.

8.3.3 CLAIMS FOR CONCEALED, LATENT OR UNKNOWN CONDITIONS - The Contractor expressly represents that it has been provided with an adequate opportunity to inspect the Project site and thoroughly review the Contract Documents and plans and specifications prior to submission of its bid and the Owner's acceptance of the bid. Subject to the conditions hereof, Contractor assumes full responsibility and risk for any concealed, latent or unknown condition which may affect the Work. No claims for extra work or additional compensation shall be made by Contractor in connection with concealed, latent or unknown conditions except as expressly provided herein. Should concealed, latent or unknown conditions encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by this Contract, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in this Contract, be encountered, the Contract Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the Owner having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the Owner and the Architect written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed, latent or unknown condition and the Contractor thereby assumes all risks and additional costs associated therewith.

8.3.4 CLAIMS FOR ADDITIONAL COSTS - If the Contractor wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the Owner therefore, the Contractor shall give the Architect written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work.

The failure by the Contractor to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

8.3.4.1 In connection with any claim by the Contractor against the Owner for compensation in excess of the Contract Price, any liability of the Owner for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor. The Owner shall not be liable to the Contractor for claims of third parties, including Subcontractors. The Owner shall not be liable to the Contractor for any claims based upon delay to the Contractor for any reason whatsoever including any act or neglect on the part of the Owner.

8.3.5 CLAIMS FOR ADDITIONAL TIME - If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the Owner or someone acting in the Owner's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Contractor's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of the Contractor to the Owner and the Architect, for such reasonable time as the Architect may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Project. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim as required in this Subparagraph, any claim for an extension of time shall be waived. The procedures and remedies provided by this provision shall be the sole remedy of Contractor and Contractor shall not assert nor be entitled to any additional delays or damages associated therewith.

8.4 FIELD ORDERS

8.4.1 The Architect shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and not inconsistent with the intent of the Contract. Such changes shall be effected by Field Order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.

8.5 MEDIATION

8.5.1 In the event that a dispute arises under the terms of this Contract, following an adverse determination by the Architect and proper preservation of the issue as required herein, the parties agree to submit to mediation. In such event, the parties shall agree to a designated person to serve as mediator and

each party shall be responsible for payment of one-half of the total mediation fees. The parties shall submit the dispute to mediation as soon as practical and in no event later than one (1) year after the Architect's written decision on the matter. At least one designated representative of each party must attend and participate in good faith in an effort to resolve the matters in dispute.

8.5.2 In no event shall the foregoing provision justify or authorize any delay in the progress of the Work; the parties shall abide by the decision of the Architect in accomplishing the timely completion of the Project.

ARTICLE IX: SUBCONTRACTORS

9.1 DEFINITION

9.1.1 A Subcontractor is an entity which has a direct contract with the Contractor to perform a portion of the Work. No Subcontractor shall be in privity with the Owner.

9.2 AWARD OF SUBCONTRACTS

9.2.1 Upon execution of the Contract, the Contractor shall furnish the Owner, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Project. The Owner shall promptly reply to the Contractor, in writing, stating any objections the Owner may have to such proposed Subcontractor. The Contractor shall not enter into a subcontract with a proposed Subcontractor with reference to whom the Owner has made timely objection. The Contractor shall not be required to subcontract with any party to whom the Contractor has objection.

9.2.2 All subcontracts shall afford the Contractor rights against the Subcontractor which correspond to those rights afforded to the Owner against the Contractor herein, including those rights afforded to the Owner by Subparagraph 12.2.1 below. All subcontracts shall incorporate by reference the provisions hereof and shall provide that no claims, causes or demands shall be made by any Subcontractor against the Owner.

9.2.3 The Contractor shall indemnify, defend and hold harmless the Owner from and against any and all claims, demands, causes of action, damage, and liability asserted or made against the Owner by or on behalf of any Subcontractor.

ARTICLE X: CHANGES IN THE WORK

10.1 CHANGES PERMITTED

10.1.1 Changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Contract, by Change Order or by Field Order.

10.1.2 Changes in the Work shall be performed under applicable provisions of this Contract and the Contractor shall proceed promptly with such changes.

10.2 CHANGE ORDER DEFINED

10.2.1 Change Order shall mean a written order to the Contractor executed by the Owner and the Architect, issued after execution of this Contract, authorizing and directing a change in the Work or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Contract Price and the Contract Time may be changed only by written Change Order.

10.3 CHANGES IN THE CONTRACT PRICE

10.3.1 Any change in the Contract Price resulting from a Change Order shall be determined as follows: (a) by mutual agreement between the Owner and the Contractor as evidenced by (1) the change in the Contract Price being set forth in the Change Order, (2) such change in the Contract Price, together with any conditions or requirements related thereto, being initialed by both parties and (3) the Contractor's execution of the Change Order, or (b) if no mutual agreement occurs between the Owner and the Contractor, then, as provided in Subparagraph 10.3.2 below.

10.3.2 If no mutual agreement occurs between the Owner and the Contractor as contemplated in Subparagraph 10.3.1 above, the change in the Contract Price, if any, shall then be determined by the Architect on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, the Contractor shall present, in such form and with such content as the Owner or the Architect requires an itemized accounting of such expenditures or savings, plus appropriate supporting data for inclusion in a Change Order. Reasonable expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance, reasonable rental costs of machinery and equipment exclusive of hand tools whether rented from the Contractor or others, reasonable costs of premiums for all bonds and insurance, permit fees, and sales, use or other taxes related to the Work, and reasonable cost of direct supervision and jobsite field office overhead directly attributable to the change. In no event shall any expenditure or savings associated with the Contractor's home office or other non-jobsite overhead expense be included in any change in the Contract Price. Pending final determination of reasonable expenditures or savings to the Owner, payments on account shall be made to the Contractor on the Architect's Certificate for Payment.

10.3.3 If unit prices are provided in the Contract, and if the quantities contemplated are so changed in a proposed Change Order that application of such unit prices to the quantities of Work proposed will cause

substantial inequity to the Owner or to the Contractor, the applicable unit prices shall be equitably adjusted.

10.4 MINOR CHANGES

10.4.1 The Architect shall have authority to order minor changes in the Work not involving a change in the Contract Price or an extension of the Contract Time and not inconsistent with the intent of this Contract. Such minor changes shall be made by written Field Order, and shall be binding upon the owner and the Contractor. The Contractor shall promptly carry out such written Field Orders.

10.5 EFFECT OF EXECUTED CHANGE ORDER

10.5.1 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

10.6 NOTICE TO SURETY; CONSENT

10.6.1 The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval is required by the Contractor's surety or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the Owner that the surety has been notified of and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

ARTICLE XI: UNCOVERING & CORRECTING WORK

11.1 UNCOVERING WORK

11.1.1 If any of the Work is covered contrary to the Architect's request or to any provisions of this Contract, it shall, if required by the Architect or the Owner, be uncovered for the Architect's inspection and shall be properly replaced at the Contractor's expense without change in the Contract Time.

11.1.2 If any of the Work is covered in a manner not inconsistent with Subparagraph 11.1.1 above, it shall, if required by the Architect or Owner, be uncovered for the Architect's inspection. If such Work conforms strictly with this Contract, costs of uncovering and proper replacement shall by Change Order be charged to the Owner. If such Work does not strictly conform with this Contract, the Contractor shall pay the costs of uncovering and proper replacement.

11.2 CORRECTING WORK

11.2.1 The Contractor shall immediately proceed to correct Work rejected by the Architect as defective or failing to conform to this Contract. The Contractor shall pay all costs and expenses associated with correcting

such rejected Work, including any additional testing and inspections, and reimbursement to the Owner for the Architect's services and expenses made necessary thereby.

11.2.2 If within one (1) year after Substantial Completion of the Work any of the Work is found to be defective or not in accordance with this Contract, the Contractor shall correct it promptly upon receipt of written notice from the Owner. This obligation shall survive final payment by the Owner and termination of this Contract. With respect to Work first performed and completed after Substantial Completion, this one year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and completion of the subject Work.

11.2.3 Nothing contained in this Paragraph 11.2 shall establish any period of limitation with respect to other obligations which the Contractor has under this Contract. Establishment of the one year time period in Subparagraph 11.2.2 relates only to the duty of the Contractor to specifically correct the Work.

11.3 OWNER MAY ACCEPT DEFECTIVE OR NONCONFORMING WORK

11.3.1 If the Owner chooses to accept defective or nonconforming Work, the Owner may do so. In such event, the Contract Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the Owner for its acceptance of defective or nonconforming Work, the Contractor shall, upon written demand from the Owner, pay the Owner such remaining compensation for accepting defective or nonconforming Work.

ARTICLE XII: CONTRACT TERMINATION

12.1 TERMINATION BY THE CONTRACTOR

12.1.1 If the Work is stopped for a period of ninety (90) days by an order of any court or other public authority, or as a result of an act of the Government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) days' written notice to the Owner and the Architect, terminate performance under this Contract and recover from the Owner payment for the actual reasonable expenditures of the Contractor (as limited in Subparagraph 10.3.2 above) for all Work executed and for materials, equipment, tools, construction equipment and machinery actually purchased or rented solely for the Work, less any salvage value of any such items.

12.1.2 If the Owner shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of fifteen (15) days after receiving written notice

from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance under this Contract by written notice to the Architect and the Owner. In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 12.2.1 hereunder.

12.2 TERMINATION BY THE OWNER

12.2.1 FOR CONVENIENCE

12.2.1.1 The Owner may for any reason whatsoever terminate performance under this Contract by the Contractor for convenience. The Owner shall give written notice of such termination to the Contractor specifying when termination becomes effective.

12.2.1.2 The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or subcontracts to the Owner or its designee.

12.2.1.3 The Contractor shall transfer title and deliver to the Owner such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.

12.2.1.4

(a) The Contractor shall submit a termination claim to the Owner and the Architect specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Architect. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the Owner shall pay the Contractor, an amount derived in accordance with subparagraph (c) below.

(b) The Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder.

(c) Absent agreement to the amount due to the Contractor, the Owner shall pay the Contractor the following amounts:

(i) Contract prices for labor, materials, equipment and other services accepted under this Contract;

(ii) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages), provided however, that if it appears that the Contractor would have not profited or would have sustained a loss if the

entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

(iii) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

The total sum to be paid the Contractor under this Subparagraph 12.2.1 shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

12.2.2 FOR CAUSE

12.2.2.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the Work in a timely manner, abandons the jobsite and fails to resume work within five (5) days of written notice thereof by the Owner, fails to grant or allow access to the jobsite by the Owner or Architect, fails to supply enough properly skilled workers, supervisory personnel or proper equipment or materials, fails to make prompt payment to Subcontractors or for materials or labor, persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a violation of a material provision of this Contract, then the Owner may by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

12.2.2.2 If the unpaid balance of the Contract Price does not exceed the cost of finishing the work, including compensation for the Architect's additional services and expenses made necessary thereby, such difference shall be paid by the Contractor to the Owner. This obligation for payment shall survive the termination of the Contract.

12.2.2.3 In the event the employment of the Contractor is terminated by the Owner for cause pursuant to Subparagraph 12.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 12.2.1 and the provisions of Subparagraph 12.2.1 shall apply.

ARTICLE XIII: INSURANCE

13.1 CONTRACTOR SHALL MAINTAIN INSURANCE

13.1.1 The Contractor at his own expense shall purchase, maintain and keep in force during the life of this contract, adequate insurance that will protect the Contractor and/or any Additional Insured from claims

which may arise out of or result from operations under this contract. The insurance required shall provide adequate protections from all claims, whether such operations be by the Contractor or by any Additional Insured or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone whose acts of any of them may be liable and from any special hazards, such as blasting, which may be encountered in the performance of this contract in the amounts as shown below in Paragraph 13.2.1.

13.1.2 The Contractor shall not commence work on any Contract in the City of Lancaster until the Contractor has obtained all the insurance required under this paragraph and such insurance has been approved by the City.

13.2 TYPES AND AMOUNTS OF INSURANCE

13.2.1. The Contractor shall furnish and maintain during the life of the contract adequate Insurance in such amounts as follows:

<u>Type of Insurance</u>	<u>Amount</u>
Worker's Compensation as set forth in the Worker's Compensation Act.	
Commercial General Liability	
	\$1,000,000 Each Accident/Occurrence. The policy shall have no coverage removed by exclusions.
Limit of Insurance per Project or Owner's and Contractor's Protective Liability Insurance for the Project.	
Automobile Liability	
	\$500,000 Combined single limit per occurrence.

13.2 INSTALLATION FLOATER

This insurance shall protect the Contractor and the Owner from all insurable risks of physical loss or damage to materials and equipment not otherwise covered under builder's risk insurance, while in warehouse or storage areas, during installation, during testing, and after the work is completed. Installation floater insurance shall be of the "all risks" type, with coverage's designed for the circumstances which may occur in the particular work included in this contract. The coverage shall be for an amount not less than the insurable value of the work at completion, less the value of the materials and equipment insured under builder's risk insurance. The value shall include the aggregate value of the Owner furnished equipment and materials to be erected or installed by the Contractor not otherwise insured under builder's risk insurance.

13.3 Builders Risk

This insurance shall be written in completed value form and shall protect the Contractor and the Owner against risks of damage to buildings, structures, and materials and equipment not otherwise covered under installation floater insurance, from the perils of fire and lightning, the perils included in the standard extended coverage endorsement, and the perils of vandalism and malicious mischief. The amount of such insurance shall not be

less than the insurable value of the work at completion less the value of the materials and equipment insured under installation floater insurance.

Equipment installed under this contract shall be insured under installation floater insurance when the aggregate value of the equipment exceeds \$10,000.00.

If the work does not include the construction of building structures, builder's risk insurance may be omitted providing the installation floater insurance fully covers all work.

Builder's risk insurance shall provide for losses to be payable to the Contractor and the Owner as their interests may appear and shall contain a waiver of subrogation rights against the insured parties.

13.4 ADDITIONAL INSURED / PROJECT INFORMATION

The Owner shall be named as an additional insured on the Commercial General Liability (Public), Policies furnished by the Contractor.

The project name and bid/contract number shall be listed on the certificate.

13.5 WRITTEN NOTIFICATION

Each insurance policy shall contain a provision requiring that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverage, a notice there of shall be given by certified mail to the Purchasing Agent, City of Lancaster, PO Box 940, Lancaster, Texas, 75146.

13.6 PREMIUMS AND ASSESSMENTS

Companies issuing the insurance policies shall have no recourse against the City for payment of any premiums or assessments for any deductibles which are at the sole responsibility and risk of the Contractor.

13.7 CERTIFICATE OF INSURANCE

Proof that the insurance is in force shall be furnished to the City of Lancaster on a Standard Certificate of Insurance Form. In the event any insurance policy shown on the Certificate of Insurance has an expiration date that is prior to the completion and final acceptance of the project by the City of Lancaster, the contractor shall furnish the City proof of identical continued coverage no later than thirty (30) days prior to the expiration date shown on the Certificate of Insurance.

13.8 PRIMARY COVERAGE

The coverage's provided herein shall be primary and noncontributory with any other insurance maintained by the City of Lancaster, Texas, for its benefit, including self insurance.

13.9 WORKER'S COMPENSATION INSURANCE COVERAGE

13.9.1 The Contractor shall:

1) provide coverage for its employees providing services on a project, for the duration of the

project based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements;

2) provide a certificate of coverage showing workers' compensation coverage to the governmental entity prior to beginning work on the project;

3) provide the governmental entity prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project;

4) obtain from each person providing services on a project, and provide to the governmental entity:

(A) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(B) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project;

7) post a notice on each project site informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage. This notice does not satisfy other posting requirements imposed by the Act or other commission rules. This notice must be printed with a title in at least 30 point bold type and text in at least 19 point normal type, and shall be in both English and Spanish and any other language common to the worker population. The text for the notices shall be the following text provided by the Texas Worker's Compensation Commission on the sample notice, without any additional words or changes:

Required Workers' Compensation Coverage

"The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment or materials, or providing labor or transportation or other service related to the project,

regardless of the identity of their employer or status as an employee."

"Call the Texas Workers' Compensation Commission at 512-440-3789 to receive information on the legal requirement for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage."

and

(8) contractually require each person with whom it contracts to provide services on a project, to:

(A) provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements for all of its employees providing services on the project, for the duration of the project;

(B) provide a certificate of coverage to the contractor prior to that person beginning work on the project;

(C) include in all contracts to provide services on the project the language in subsection (e) (3) of this rule;

(D) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(E) obtain from each other person with whom it contracts, and provide to the Contractor:

(i) a certificate of coverage, prior to the other person beginning work on the project; and

(ii) prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(F) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(G) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(H) contractually require each other person with whom it contracts, to perform as required by sub-paragraphs (A) - (H) of this paragraph, with the certificate of coverage to be provided to the person for whom they are providing services.

ARTICLE XIV: MISCELLANEOUS

14.1 LAWS AND ORDINANCES

14.1.1 The Contractor shall at all times and in all respects observe and comply with all federal, state and local laws, ordinances, and regulations applicable to the Project and Work. The Contractor shall further insure that all Subcontractors observe and comply with said laws, ordinances and regulations.

14.2 GOVERNING LAW

14.2.1 The Contract shall be governed by the laws of the State of Texas. Venue for any causes of action arising under the terms or provisions of this Contract or the Work to be performed hereunder shall be in the courts of Dallas County, Texas.

14.3 SUCCESSORS AND ASSIGNS

14.3.1 The Owner and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the Owner.

14.4 SURETY BONDS

14.4.1 If the Contract Price exceeds the sum of \$25,000.00, the Contractor shall furnish separate performance and payment bonds to the Owner, according to the requirements set out in the bid documents and state statutes to guaranty full and faithful performance of the Contract and the full and final payment of all persons supplying labor or materials to the Project. Each bond required by the bid documents or state statute shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in form suitable to the Owner and shall be executed by a surety, or sureties, reasonably suitable to the Owner and

authorized to do business in the State of Texas by the State Board of Insurance.

14.4.2 If the Contract Price exceeds the sum of \$25,000.00, the Contractor, upon execution of the Contract and prior to commencement of the Work, shall furnish to the Owner a two-year maintenance bond in the amount of one hundred percent (100%) of the Contract Price covering the guaranty and maintenance prescribed herein, written by an approved surety authorized and duly licensed to conduct business in the State of Texas. The cost of said maintenance bond shall be included in the Contractor's unit bid prices and shall be paid by the Contractor.

14.5 SEVERABILITY

14.5.1 The provisions of this Contract are herein declared to be severable; in the event that any term, provision or part hereof is determined to be invalid, void or unenforceable, such determination shall not affect the validity or enforceability of the remaining terms, provisions and parts, and this Contract shall be read as if the invalid, void or unenforceable portion had not been included herein.

14.6 AMENDMENTS

14.6.1 This Contract may be amended by the parties only by a written agreement duly executed by both parties. The failure of the Owner to object to any nonperformance or nonconforming work or to enforce any provision hereof shall in no event be regarded as or construed to be a waiver, release or modification of any term or provision in this Contract, nor shall such failure to object or enforce stop the Owner from insisting on strict compliance with this Contract or from recovering damages, costs or expenses arising as a result of such nonperformance or nonconforming work.

14.7 NOTICES

14.6.1 All notices required by this Contract shall be presumed received when deposited in the mail properly addressed to the other party or Architect at the address set forth herein or set forth in a written designation of change of address delivered to all parties and the Architect.

EXECUTED in single or multiple originals, this 23rd day of August, 2021.

CITY OF LANCASTER

Canary Construction, Inc.

Opal Mauldin-Jones, City Manager

Wayne Borstad, President

ATTEST:

802 N. Kealy Ave, Suite 101
Lewisville, TX 75057

SorAngel Arenas, City Secretary

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting

7.

Meeting Date: 08/23/2021

Policy Statement: This request supports the City Council 2020-2021 Policy Agenda

Goal(s):

- Effective Municipal Operations
- Financially Sound Government
- Healthy, Safe & Engaged Community
- Sound Infrastructure
- Quality Development
- Professional and Committed City Workforce

Submitted by: Sorangel O. Arenas, City Secretary

Agenda Caption:

Conduct a public hearing and consider a resolution adopting the Lancaster City Council's Rules and Procedures, as amended.

Background:

Section 3.14 of the City's Home Rule Charter requires the City Council to determine its own rules of order and business. The City Council's Rules and Procedures provide the framework for which the Council conducts its business and may be amended by a majority vote of City Council at a posted Regular Meeting. City Council reviewed the Rules and Procedures during the Annual Strategic Planning Session, June 25th and 26th, 2021.

Below are the sections with modification consideration:

Mission Statement

Section I, A: Mayoral Responsibilities, number 4

Section I, C: House Rules, number 12

Section II, DII: Council, number 5

Section V: Code of Ethics

Section VI: Censure Policy

Legal Considerations:

The City Attorney has reviewed and approved the resolution, as to form.

Public Information Considerations:

This item is being considered at a Regular Meeting of the City Council noticed and held in accordance with the Texas Open Meetings Act.

Options/Alternatives:

1. City Council may approve the resolution, as presented.
2. City Council may adopt the resolution with changes and state those changes.
3. City Council may deny the resolution.

Recommendation:

Staff recommends adoption of the resolution amending the City Council Rules and Procedures, as presented.

Attachments

Resolution

Exhibit A

Red Line Version

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, ADOPTING THE LANCASTER CITY COUNCIL RULES AND PROCEDURES, AS AMENDED, AS ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES AS EXHIBIT "A"; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 3.14 of the City of Lancaster Home Rule Charter requires the City Council to review and determine its own rules of order and business not later than ninety (90) days following the municipal elections; and

WHEREAS, the City Council has reviewed and discussed the City Council Rules and Procedures on June 25th and June 26th during the 2021 annual Strategic Planning Retreat; and

WHEREAS, after discussion and consideration, the City Council has determined that certain revisions to the Rules and Procedures are appropriate;

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

SECTION 1. That the City Council Rules and Procedures, as amended, attached hereto and incorporated herein by reference as Exhibit "A", having been reviewed by the City Council of the City of Lancaster, Texas, and found to be acceptable and in the best interest of the City and its citizens, be, and the same is hereby, in all things approved and adopted.

SECTION 2. That any prior resolutions of the City of Lancaster, Texas, in conflict with the provisions of this resolution, except as noted herein, be, and the same are hereby, repealed and revoked.

SECTION 3. That this resolution shall take effect immediately from and after its adoption and it is accordingly so resolved.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 23rd day of August, 2021.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

City of Lancaster City Council

Rules and Procedures



As Amended August 23, 2021

Last CC Review: Strategic Planning Retreat, 2021

Adopted per The Home Rule Charter of the City of Lancaster, Texas, § 3.14

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MISSION STATEMENT

The City Council shall faithfully discharge all duties imposed upon it by the City Charter and the Constitution and laws of the State of Texas, independently and impartially deciding all matters brought before it with responsibility to the citizens and each other.

COUNCIL DUTIES AND RESPONSIBILITIES

The City Council is the governing body for the City of Lancaster and must bear responsibility for the integrity of governance. This policy intends to promote and ensure effective and efficient governance.

The Council shall govern the City with a commitment to preserving the values and integrity of representative local government and democracy. The following statements will serve as a guide to that commitment:

1. The Council must strive for continual improvement of each member's personal knowledge and ability to serve in an atmosphere conducive to the responsible exchange of ideas.
2. The Council will keep the community informed on municipal affairs; encourage communication between the citizens and Council and strive for constructive relationships with Dallas County, neighboring communities, Lancaster Independent School District and other governmental bodies.
3. The Council will recognize and address the rights and privileges of the social, cultural, and physical historical characteristics of the community when setting policy; and, to strive to enhance the cultural diversity of its citizens.
4. The Council will seek to improve the quality and image of public service.
5. The Council will always be committed to promote and protect the best interest of all its citizens and entire community.

SECTION I

MAYOR - CITY COUNCIL RELATIONS

A. MAYORAL RESPONSIBILITIES

1. The Mayor shall be the presiding officer at all meetings. The Mayor Pro-Tem shall preside in the absence of the Mayor. The Deputy Mayor Pro-Tem shall preside in the absence of both the Mayor and Mayor Pro-Tem.
2. The Mayor shall have a voice and vote in all matters before the Council. The Mayor is the spokesperson for and on behalf of the Council on all matters unless absent, at which time a designee will assume the role.
3. The Mayor shall preserve order and decorum and is responsible for keeping the meetings orderly by recognizing each Member for discussion, limiting speaking time, encouraging debate among Members, and keeping discussion on the agenda items being considered as required by these rules and in accordance with the Texas Open Meetings Act. Should a conflict arise among Councilmembers, the Mayor serves as mediator and arbiter.

B. COUNCILMEMBER RESPONSIBILITIES

1. Councilmembers shall know and observe the adopted rules and procedures governing their duties and responsibilities, and; complete their required open government training and cybersecurity (HB 3834) training as required bylaw.
2. Councilmembers shall be prepared to discuss and act upon the posted agenda.
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1. Listen and understand before judging.
2. Focus on the vision and goals; no personal attacks or inferences.
3. Look for areas of agreement before differences.

4. Be on time; start on time; silence all personal communication devices, and do not allow them to distract from the work at hand.
5. Once a decision is made, support the City decision, but state your reservation.
6. Agree to disagree; move on to the next issue.
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8. Praise in public; provide constructive feedback in private.
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10. Be courteous, honest and treat others with respect.
11. Communicate in an open, direct manner; keep others informed.
12. If you have a personal issue with another member of Council, go to that member directly and not to other councilmembers, the community or staff. This house rule does not affect the right of one or more Councilmembers to institute the censure process set out in Section VI, (Censure Policy).
13. Be a positive ambassador for the City.
14. When the Council is meeting in the Council Chamber, use the electronic system to notify the Mayor you wish to comment on a matter before the Council.
15. Allow others to finish their comments before speaking, (subject to the rules of parliamentary procedure and the Mayor's responsibility to preserve order and decorum as set forth in Section I(A)).

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1. Agenda Items
 - a. The City Manager shall be responsible for the placement of agenda items.
 - b. Any member of the City Council shall have the unabridged right to place an item on the agenda of a duly convened meeting of the council and nothing contained in the Charter or these Rules and Procedures shall be construed to limit or circumscribe such right.
 - c. A Councilmember may place an item on the agenda by presenting in writing, to the City Manager not later than noon (12:00 p.m.) on the Thursday, two weeks before the Council meeting. The City Manager and City Secretary shall acknowledge receipt of the request. The City Manager

may discuss with the requesting Councilmember delay of the agenda item to the next regular meeting. However, the Councilmember may choose to direct the City Manager to place the agenda item on the upcoming Council meeting without delay. Such direction shall be noted in the agenda communication regarding the agenda item.

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- b. The Mayor will encourage all Councilmembers to participate in discussion and debate, ensuring all members the opportunity to speak, limiting each speaker to ensure efficient use of time as appropriate.
- c. Generally accepted Parliamentary Procedure will determine the precedence of motions and the general conduct and composition of meetings except as otherwise provided herein or by State law.

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- a. In regard to Citizens' Comments on posted agenda items or matters of local government, the Mayor may enforce the three (3) minute rule. The Mayor, at his/her discretion, may adjust the length of time per speaker. All speakers shall be accorded the courtesy of the same time allowance. All citizens requesting to speak during Citizens' Comments must fill out a speaker card prior to the call to order of the meeting, and turn it in to the City Secretary prior to the beginning of the meeting. (Approved by motion at City Council meeting June 7, 1999)
- b. When Public Hearings are listed on the posted agenda, citizens wishing to speak during the Public Hearing will be asked to fill out a speaker card prior to the call to order of the meeting, and turn it in to the City Secretary prior to the beginning of the meeting.

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- a. The City Secretary will keep Action Minutes for all City Council meetings where Council takes official action and description minutes for all citizens' comments and Public Hearings.
- b. The City Secretary shall maintain recordings of City Council meetings in accordance with the City's adopted Records Management Program ordinance and applicable state law.

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6. Any Councilmember may ask the Mayor to enforce the rules established by the Council. Should the Mayor fail to do so, upon point of order, a majority vote of the Council may enforce the house rules as set forth herein.

E. COUNCILMEMBER TRAINING AND PROFESSIONAL DEVELOPMENT

1. In addition to the required training, Councilmembers are encouraged to attend at least one training event per year, and others as found beneficial to performance of their elective duties, subject to the availability of funds as appropriated in the annual budget for the Mayor and each council district.
2. Council shall appropriate an amount for Mayor and each council district. Travel and training funds appropriated for the Mayor and each council district shall not be available for transfer to another council district or the Mayor.
3. Selection of professional development events are at the discretion of each councilmember, but are limited to expenditures within the amount appropriated for mayor and each council district. Unexpended funds for each elective position are non-transferable and shall be returned to fund balance at the end of each fiscal year.
4. Councilmembers are encouraged to select training events from the following providers:
 - Texas Municipal League (and affiliates)
 - North Central Texas Council of Government
 - National Civic League
 - National League of Cities
5. Additional expenditures from miscellaneous professional development funds, subject to annual appropriation, for the Mayor and/or a councilmember chosen to represent the council, may be made for special events as the need may arise. Such additional expenditures may be made only after having been placed on the agenda of a regular council meeting and acted upon by motion, second, and favorable majority vote. (Resolution 46-99)

SECTION II

COUNCIL - STAFF RELATIONS

The City Manager is the primary link between the Council and the professional staff. The Council's relationship with the staff shall be through the City Manager, subject only to the "inquiry" provision of the City Charter.

- A. **AGENDA QUESTIONS.** Questions arising from Councilmembers after receiving their agenda information packet should be presented to the City Manager for staff consideration prior to the Council meeting. The additional information will be distributed to all Councilmembers. Any request for additional information shall be provided to the entire council as expeditiously as possible prior to any meeting to ensure appropriate review.
- B. **PRESENTATIONS TO COUNCIL.** The City Manager shall designate appropriate staff to address each agenda item and shall see that it is adequately prepared and presented to the Council. Presentation should be professional, timely, and allow for discussion of options for resolving the issue. Staff shall make it clear that no Council action is required, present the staff recommendation, or present the specific options for Council consideration.
- C. **PROBLEM RESOLUTION.** If the City Manager or staff time is being dominated or misdirected by a Councilmember or in any conflict arising between staff and Council, the City Manager shall:
1. Visit with the Councilmember and discuss the problem and/or impact on City Manager or staff time;
 2. If unresolved, ask the Mayor to arbitrate a resolution to the issue;
 3. If still unresolved, ask the Mayor to present the concerns to the Council.
 4. If the unresolved issue is with the Mayor, ask the Mayor Pro-Tem to arbitrate a resolution to the issue.
 5. If still unresolved issue involves the Mayor, ask the Mayor Pro-Tem to present the concerns to the Council.
- D. **STAFF CONDUCT AND TRAINING**
1. The City Manager is responsible for the professional and ethical behavior of the City Staff. All staff members shall show each other, Council, and the public respect and courtesy at all times.
 2. The City Manager is responsible, within the constraints of the appropriated budget, for staff development.

DI. COUNCIL ORIENTATION. The City Manager will, in a timely manner, provide appropriate orientation services for new Councilmembers. Such services shall include, but not be limited to, the following:

1. Availability of Texas Municipal League conferences and seminars.
2. An individual meeting with new Members informing them about City facilities and procedures.
3. Printed documents and resource materials necessary to the performance of the office of Councilmember.

DII. COUNCIL - MANAGER/STAFF RELATIONS

1. Official City Council Inquiry/Investigation. The City Council may authorize an official inquiry or investigation into any department, agency, office, officer, or employee of the City in accordance with Sections 3.07(D)(7) and 3.09 of the City of Lancaster Home Rule Charter for the purpose of reviewing the official conduct of the department, agency, or person(s) in question.
2. City Council Questions Regarding Municipal Affairs: The City Council may submit questions regarding municipal affairs to the City Manager, in accordance with Section 3.07(D)(7) of the City of Lancaster Home Rule Charter. Such questions shall be made in writing and be addressed to the City Manager. The City Manager shall reply as soon as possible, but not later than ten (10) business days, by either:
 - a. Providing a full response to the question; or
 - b. Referring the inquiry to more appropriate staff with notice to the City Council of the referral.

The City Manager shall send a copy of all responses or referrals to all members of the Council. Nothing herein shall be construed to limit the power of the City Council to directly communicate (in writing or verbally), with those officers and employees directly appointed by the City Council (City Manager, City Secretary, City Attorney, and Municipal Court Judge(s)).

3. Dispute Resolution
 - a. Visit with the Mayor and/or Councilmembers, and discuss abuse and/or impact on City Manager or staff time.
 - b. If unresolved, ask the Mayor to mediate a resolution to the issue; if the dispute is with the Mayor, the Mayor Pro-Tem shall mediate;

- c. If still unresolved, the Council shall mediate a final resolution.

(Resolution 43-98, October 12, 1998)

4. Communications with Staff

- a. In order to make the most efficient use of councilmembers and staff time and to facilitate responsiveness to both staff and constituents, Councilmembers may, upon request and funding availability, be issued a cellular telephone and tablet with service plans.

5. Disclosure of Police or Code Offense Reports and Related Records

- a. To protect the integrity of a pending criminal investigation and prosecution of an offense, only “basic information” releasable to the public under the Public Information Act will be released verbally or in written form to any councilmember for pending criminal or code enforcement matters. This policy may be abrogated in exceptional circumstances where, in the judgement of the City Manager and/or City Attorney, Council should be briefed on high-profile matters or matters which may result in litigation involving the City and/or its employees.
- b. A Councilmember request for open records may be made through the City Secretary’s office for personal subject matters.

SECTION III

MEDIA RELATIONS

It is through an informed public that progress is ensured and good government remains sensitive to its constituents. These guidelines are designed to help ensure fair relationships with print, radio, and television reports without infringing upon the First Amendment rights of the media.

The Council and the City Manager recognize the important link to the public provided by the media. It is the Council's desire to strengthen this link by establishing a professional working relationship to maintain a well-informed citizenry.

- A. Media Orientation. Since each government body conducts business differently, it is requested that all reporters new to City Council meetings meet with the City Manager, Mayor or the designated media relations representative prior to covering their first meeting for information on policies and procedures.
- B. Agenda Information. All reporters requesting same will receive an agenda package in advance and will be furnished support material needed for clarification for themselves or the general public.
- C. Chamber Seating. During the conduct of official business, the news media shall occupy the places designated for them or the general public.
- D. Conduct in Chambers. Representatives of the media are requested to refrain from conversing privately with others in the audience while Council is in session. Interviews with the public should be conducted outside the Council Chambers while Council is in session.
- E. Spokesperson for Staff. On administrative matters, the City Manager or his/her designee is the spokesperson to present staff information on the agenda.
- F. Spokesperson for City. The Mayor, or the Mayor's designee, is the primary spokesperson for the official position of the City on matters regarding policy decisions and Council information pertaining to issues on the agenda. Any clarifications requested by the media on the issues should be addressed after the meeting.
- G. Equal Access for Opposing Positions. The ethical burden for fair presentation of opposing positions on any issue falls upon the media. When opposing positions have been debated, regardless of the outcome, the public is better informed when all sides have adequate coverage by the media. Interviews by the media should provide equitable representation from all Councilmembers.

SECTION IV

BOARDS/COMMISSIONS

All City Councilmembers, with the exception of the Mayor, may serve at the Council pleasure liaisons to all the boards and commissions of the City *for a period of one year*.

- A. Councilmembers will select different boards and/or commissions to serve as liaisons on or after the appointment of the boards and commissions members.
- B. Each Councilmember will be allowed to select the board or commission they would like to serve as liaisons to by order of seniority.
- C. Councilmembers are strongly encouraged, rather than required, to attend all meetings of their selected boards and/or commissions.
- D. Each Councilmember may submit a quarterly report to the entire Council through the City Secretary on their respective board and/or commission's activity. Any questions or concerns about board or commission matters will be directed to the City Secretary for dissemination to the Council.

This Section was added after Res. No. 50-97 was adopted October 13, 1997. Item D was added after Res. 2007-09-105 was adopted on September 24, 2007. Item A amended after Resolution 2015-11-89 was adopted on November 16, 2015. Code of Ordinances Chapter 5: Boards, Commissions and Committees was decodified by Ordinance 2018-12-53.

SECTION V

CODE OF ETHICS

Since the office of elected official is one of trust and service to the citizens of Lancaster, certain ethical principles shall govern the conduct of Councilmembers, who shall:

- A. Be dedicated to the highest ideals of honor and integrity in all public and personal relationships;
- B. Recognize that the primary function of local government is to serve the best interests of all the people;
- C. Be dedicated to public service by being cooperative and constructive, and by making the best and most efficient use of available resources;
- D. Refrain from any activity or action that may hinder one's ability to be objective and impartial on any matter coming before the Council;
- E. To follow the required conflict of interest and disclosure of interest (vendors) required under state law.
- F. Not seek nor accept gifts or special favors and shall believe that personal gain by use of confidential information or by misuse of public funds or time is dishonest;
- G. Recognize that public and political policy decisions are ultimately the responsibility of the City Council;
- H. Conduct business in open, well-publicized meetings in order to be directly accountable to the citizens of Lancaster in compliance with the City Charter and Texas Open Meetings Act;
- I. Avoid inappropriate reference to personalities, and refrain from impugning the integrity or motives of another;
- J. Demonstrate respect and courtesy to others;
- K. Refrain from rude and derogatory remarks and shall not belittle staff members, other Councilmembers and members of the public;
- L. Not condone any unethical or illegal activity.

SECTION VI

CENSURE POLICY

1. Although left to the option of the Councilmembers, it is encouraged that a Notice of Censure be filed only after: (a) a personal conversation between at least one complaining Councilmember and the accused Councilmember has taken place in accordance with Section I(C)(12), and (b) mediation or arbitration has been conducted by the Mayor in accordance with Section I(A)(5), and both have been unsuccessful.
2. Two or more City Councilmembers may file a written Notice of Censure against another City Councilmember with the City Secretary. The written notice shall set forth the allegation(s) of conduct and City Charter, Code of Ethics, or Rules and Procedures provisions which the accused Councilmember shall have allegedly violated, and (1) a copy of all evidence supporting the allegations; and (2) a list of persons who may be called as witnesses if the allegations proceed to final hearing. A copy shall be delivered to all Councilmembers by the City Secretary. A written Response to the allegation(s) may be filed by the accused Councilmember within ten (10) business days after receipt thereof. A copy of the Notice of Censure and Response thereto shall be delivered to each Councilmember by the City Secretary within two (2) business days after the response is filed.
3. On the first regularly called meeting of the Council, which complies with the Texas Open Meetings Act, after the filing of the Notice and any Response, the City Secretary shall formally present the Notice and Response to the City Council and a copy will be attached to the minutes and become part of the public record. The Council, by majority vote, shall thereafter determine whether or not good cause shall exist to set a formal public hearing on the merits of the Notice of Censure or whether the allegations should be dismissed. A vote to hold a public hearing shall not be construed to be a vote of censure.
4. The accused City Councilmember has the right to be represented by legal counsel of their choosing and at their own cost; no City funds may be expended on the legal counsel. The counsel may attend the hearings and present evidence and testimony at the preliminary and final hearings.
5. If the Council has voted to find good cause presented in the Notice of Censure, a public hearing on the allegation(s) and response shall be held at either a regular or special called meeting of the City Council, which shall be set no sooner than twenty (20) business days from the date of the meeting where the Notice and any Response is presented. At least ten (10) business days prior to the date of the public hearing, the accused Councilmember may file an evidentiary supplement to the written Response (if not done at the time of the initial Response filing) which shall contain: (1) a copy of all evidence refuting the allegations that the or that the Councilmember wishes the Council to consider; and (2) a list of persons who may be called as witnesses upon final hearing of the allegations.

6. At the final hearing, The City Council will hear evidence concerning the notice of censure. Evidence and witnesses shall be limited to that contained in, or listed on, the Notice of Censure and Response. The City Council shall determine whether the evidence presented is relevant and authentic, but formal Rules of Procedure and Evidence shall not apply. The format of the final hearing is as follows:
 - A. The City Councilmembers proffering the charges shall present evidence and witnesses in support of the allegation(s) contained in the Notice of Censure and explain how the evidence supports the proposition that the accused Councilmember violated the City Charter, Code of Ethics, or Rules and Procedures.
 - B. The Councilmember who is the subject of the censure shall have the opportunity to present evidence and witnesses to support his or her position with respect to the Notice of Censure.

The burden of proof shall be on the Councilmembers proffering the Notice of Censure and the standard shall be a preponderance of evidence. After receiving evidence at the final hearing, the City Council shall then take a roll-call vote, after motion duly made and seconded, and a majority of five members of the City Council shall be required to sustain the censure of the Councilmember. If sustained, the City Attorney shall prepare a formal Censure document for adoption by a majority vote of the City Council at a future meeting.

Exhibit A

City of Lancaster

City Council

Rules and Procedures



As Amended
~~November~~
~~16~~August,
2021~~0~~

Last CC Review: Strategic Planning Retreat, 2021

Adopted per The Home Rule Charter of the City of Lancaster, Texas, § 3.14

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4. Council members are encouraged to select training events from the following providers:
 - Texas Municipal League (and affiliates)
 - North Central Texas Council of Government
 - National Civic League
 - National League of Cities
5. Additional expenditures from miscellaneous professional development funds, subject to annual appropriation, for the Mayor and/or a council member chosen to represent the council, may be made for special events as the need may arise. Such additional expenditures may be made only after having been placed on the agenda of a regular council meeting and acted upon by motion, second, and favorable majority vote. (*Resolution 46-99*)

SECTION II
COUNCIL - STAFF RELATIONS

The City Manager is the primary link between the Council and the professional staff. The Council's relationship with the staff shall be through the City Manager, subject only to the "inquiry" provision of the City Charter.

- A. AGENDA QUESTIONS.** Questions arising from Councilmembers after receiving their agenda information packet should be presented to the City Manager for staff consideration prior to the Council meeting. The additional information will be distributed to all Councilmembers. Any request for additional information shall be provided to the entire council as expeditiously as possible prior to any meeting to ensure appropriate review.
- B. PRESENTATIONS TO COUNCIL.** The City Manager shall designate appropriate staff to address each agenda item and shall see that it is adequately prepared and presented to the Council. Presentation should be professional, timely, and allow for discussion of options for resolving the issue. Staff shall make it clear that no Council action is required, present the staff recommendation, or present the specific options for Council consideration.
- C. PROBLEM RESOLUTION.** If the City Manager or staff time is being dominated or misdirected by a Councilmember or in any conflict arising between staff and Council, the City Manager shall:
1. Visit with the Councilmember and discuss the problem and/or impact on City Manager or staff time;
 2. If unresolved, ask the Mayor to arbitrate a resolution to the issue;
 3. If still unresolved, ask the Mayor to present the concerns to the Council.
 4. If the unresolved issue is with the Mayor, ask the Mayor Pro Tem to arbitrate a resolution to the issue.
 5. If still unresolved issue involves the Mayor, ask the Mayor Pro Tem to present the concerns to the Council.

D. STAFF CONDUCT AND TRAINING

1. The City Manager is responsible for the professional and ethical behavior of the City Staff. All staff members shall show each other, Council, and the public respect and courtesy at all times.
2. The City Manager is responsible, within the constraints of the appropriated budget, for staff development.

DI. COUNCIL ORIENTATION. The City Manager will, in a timely manner, provide appropriate orientation services for new Councilmembers. Such services shall include, but not be limited to, the following:

1. Availability of Texas Municipal League conferences and seminars.
2. An individual meeting with new Members informing them about City facilities and procedures.
3. Printed documents and resource materials necessary to the performance of the office of Councilmember.

DII. COUNCIL - MANAGER/STAFF RELATIONS

1. Official City Council Inquiry/Investigation. The City Council may authorize an official inquiry or investigation into any department, agency, office, officer, or employee of the City in accordance with Sections 3.07(D)(7) and 3.09 of the City of Lancaster Home Rule Charter for the purpose of reviewing the official conduct of the department, agency, or person(s) in question.
2. City Council Questions Regarding Municipal Affairs: The City Council may submit questions regarding municipal affairs to the City Manager, in accordance with Section 3.07(D)(7) of the City of Lancaster Home Rule Charter. Such questions shall be made in writing and be addressed to the City Manager. The City Manager shall reply as soon as possible, but not later than ten (10) business days, by either:
 - a. Providing a full response to the question; or
 - b. Referring the inquiry to more appropriate staff with notice to the City Council of the referral.

The City Manager shall send a copy of all responses or referrals to all members of the Council. Nothing herein shall be construed to limit the power of the City Council to directly communicate (in writing or verbally), with those

officers and employees directly appointed by the City Council (City Manager, City Secretary, City Attorney, and Municipal Court Judge(s)).

3. Dispute Resolution

- a. Visit with the Mayor and/or Councilmembers, and discuss abuse and/or impact on City Manager or staff time.
- b. If unresolved, ask the Mayor to mediate a resolution to the issue; if the dispute is with the Mayor, the Mayor Pro-Tem shall mediate;
- c. If still unresolved, the Council shall mediate a final resolution.
(Resolution 43-98, October 12, 1998)

4. Communications with Staff

- a. In order to make the most efficient use of council members and staff time and to facilitate responsiveness to both staff and constituents, Council members may, upon request and funding availability, be issued a cellular telephone and tablet with service plans.

5. Disclosure of Police or Code Offense Reports and Related Records

- a. To protect the integrity of a pending criminal investigation and prosecution of an offense, ~~no information regarding police or code enforcement matters, other than what may be made to the public or media generally, only~~ "basic information" releasable to the public under the Public Information Act will - be released verbally or in written form to any council member for pending criminal or code enforcement matters. This policy may be abrogated in exceptional circumstances where, in the judgement of the City Manager and/or City Attorney, Council should be briefed on high-profile matters or matters which may result in litigation involving the City and/or its employees.-

- ~~b.-A Council member request for open records may be made through the City Secretary's office for personal subject matters. A council member may not use an Open Records Request to circumvent a copy of requested city documents being shared with other council members.~~
b.

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SECTION III

MEDIA RELATIONS

It is through an informed public that progress is ensured and good government remains

sensitive to its constituents. These guidelines are designed to help ensure fair relationships with print, radio, and television reports without infringing upon the First Amendment rights of the media.

The Council and the City Manager recognize the important link to the public provided by the media. It is the Council's desire to strengthen this link by establishing a professional working relationship to maintain a well-informed citizenry.

- A. Media Orientation. Since each government body conducts business differently, it is requested that all reporters new to City Council meetings meet with the City Manager, Mayor or the designated media relations representative prior to covering their first meeting for information on policies and procedures.
- B. Agenda Information. All reporters requesting same will receive an agenda package in advance and will be furnished support material needed for clarification for themselves or the general public.
- C. Chamber Seating. During the conduct of official business, the news media shall occupy the places designated for them or the general public.
- D. Conduct in Chambers. Representatives of the media are requested to refrain from conversing privately with others in the audience while Council is in session. Interviews with the public should be conducted outside the Council Chambers while Council is in session.
- E. Spokesperson for Staff. On administrative matters, the City Manager or his/her designee is the spokesperson to present staff information on the agenda.
- F. Spokesperson for City. The Mayor, or the Mayor's designee, is the primary spokesperson for the official position of the City on matters regarding policy decisions and Council information pertaining to issues on the agenda. Any clarifications requested by the media on the issues should be addressed after the meeting.
- G. Equal Access for Opposing Positions. The ethical burden for fair presentation of opposing positions on any issue falls upon the media. When opposing positions have been debated, regardless of the outcome, the public is better informed when all sides have adequate coverage by the media. Interviews by the media should provide equitable representation from all Councilmembers.

SECTION IV
BOARDS/COMMISSIONS

All City Councilmembers, with the exception of the Mayor, may serve at the Council pleasure liaisons to all the boards and commissions of the City for a period of one year.

- A. Councilmembers will select different boards and/or commissions to serve as liaisons on or after the appointment of the boards and commissions members.
- B. Each Councilmember will be allowed to select the board or commission they would like to serve as liaisons to by order of seniority.
- C. Councilmembers are strongly encouraged, rather than required, to attend all meetings of their selected boards and/or commissions.
- D. Each Councilmember may submit a quarterly report to the entire council through the City Secretary on their respective board and/or commission's activity. Any questions or concerns about board or commission matters will be directed to the City Secretary for dissemination to the Council.

This Section was added after Res. No. 50-97 was adopted October 13, 1997. Item D was added after Res. 2007-09-105 was adopted on September 24, 2007. Item A amended after Resolution 2015-11-89 was adopted on November 16, 2015.

SECTION V.
CODE OF ETHICS

Since the office of elected official is one of trust and service to the citizens of Lancaster, certain ethical principles shall govern the conduct of Councilmembers, who shall:

- A. Be dedicated to the highest ideals of honor and integrity in all public and personal relationships;
- B. Recognize that the primary function of local government is to serve the best interests of all the people;
- C. Be dedicated to public service by being cooperative and constructive, and by making the best and most efficient use of available resources;
- D. Refrain from any activity or action that may hinder one's ability to be objective and impartial on any matter coming before the Council;

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- E. To follow the required conflict of interest and disclosure of interest (vendors) required under state law.
- F. Not seek nor accept gifts or special favors and shall believe that personal gain by use of confidential information or by misuse of public funds or time is dishonest;
- G. Recognize that public and political policy decisions are ultimately the responsibility of the City Council;
- H. Conduct business in open, well-publicized meetings in order to be directly accountable to the citizens of Lancaster in compliance with the City Charter and Texas Open Meetings Act;
- I. Avoid inappropriate reference to personalities, and refrain from impugning the integrity or motives of another;
- J. Demonstrate respect and courtesy to others;
- K. Refrain from rude and derogatory remarks and shall not belittle staff members, other Councilmembers and members of the public;
- L. Not condone any unethical or illegal activity.

SECTION VI

CENSURE POLICY

1. Although left to the option of the Councilmembers, it is encouraged that a Notice of Censure be filed only after: (a) a personal conversation between at least one complaining Councilmember and the accused Councilmember has taken place in accordance with Section I(C)(12), and (b) mediation or arbitration has been conducted by the Mayor in accordance with Section I(A)(5), and both have been unsuccessful.
- 42 Two or more City Councilmembers may file a written ~~notice-Notice~~ of ~~censure-Censure~~ against another City Councilmember with the City Secretary. The written notice shall set forth the allegation(s) of conduct and City Charter, Code of Ethics, or Rules and Procedures provisions which the accused Councilmember shall have allegedly violated, and (1) a copy of all evidence supporting the allegations; and (2) a list of persons who may be called as witnesses if the allegations proceed to final hearing. A copy shall be delivered to all Councilmembers by the City -Secretary. A written ~~response-Response~~ to the allegation(s) may be filed by the accused Councilmember within ten (10) business days after receipt thereof. A copy of the ~~notice-Notice~~ of ~~censure-Censure~~ and ~~response~~ Response thereto shall be delivered to each Councilmember by the City Secretary within two (2) business days after the response is filed.

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~~2~~ On the first regularly called meeting of the Council, which complies with the Texas Open Meetings Act, after the filing of the ~~notice-Notice~~ and ~~any R~~response, the City Secretary shall formally ~~read-present~~ the ~~notice-Notice~~ and ~~response-Response to the City Council~~ and a copy will be attached to the minutes and become part of ~~into~~ the public record. The Council, by majority vote, shall thereafter determine whether or not good cause shall exist to set a formal public hearing on the merits of the ~~notice-Notice~~ of ~~censure~~ Censure or whether the allegations should be dismissed~~ed the allegation(s)~~. ~~A public hearing shall be set on the allegation(s)~~

3 ~~by the City Council.~~ A vote to hold a public hearing shall not be construed to be a vote of censure.

34 The accused City Councilmember has the right to be represented by legal ~~counsel~~ and counsel of their choosing and at their own cost; no City funds may be expended on the legal counsel. The counsel may attend the hearings and present evidence and testimony at the preliminary and final hearings. ~~present witnesses relative to the allegation(s).~~

45 If the Council has voted to find good cause presented in the Notice of Censure, a public hearing on ~~the allegation~~ the allegation(s) and ~~response~~ and ~~shall~~ response shall be held at either a regular or special called meeting of the City Council, which shall be ~~open to the public,~~ set no sooner than twenty (20) business days from the date of the meeting where the Notice and any Response is presented. At least ten (10) business days prior to the date of the public hearing, the accused Councilmember may file an evidentiary supplement to the written Response (if not done at the time of the initial Response filing) which shall contain: (1) a copy of all evidence refuting the allegations that the or that the Councilmember wishes the Council to consider; and (2) a list of persons who may be called as witnesses upon final hearing of the allegations.

6 At the final hearing, The City Council will hear evidence concerning the notice of censure. Evidence and witnesses shall be limited to that contained in, or listed on, the Notice of Censure and Response. The City Council shall determine whether the evidence presented is relevant and authentic, but formal Rules of Procedure and Evidence shall not apply. The format of the final hearing is as follows:

A. The City Councilmembers proffering the charges shall present evidence and witnesses in support of the allegation(s) contained in the ~~notice~~ Notice of ~~censure~~ Censure and explain how the evidence supports the proposition that the accused Councilmember violated the City Charter, Code of Ethics, or Rules and Procedures. -

B. The Councilmember who is ~~the subject~~ the subject of the censure shall have the opportunity to present evidence and witnesses to support his or her position with respect to the ~~notice~~ Notice of ~~censure~~ Censure.

5 The burden of proof shall be on the Councilmembers proffering the Notice of Censure and the standard shall be a preponderance of evidence. After receiving evidence at an ~~open public meeting~~ the final hearing, the City Council shall then take a roll-call vote, after motion duly made and seconded, and a majority of five members of the City

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Council shall be required to sustain the censure of the Councilmember. If sustained, the City Attorney shall prepare a formal Censure document for adoption by a majority vote of the City Council at a future meeting.

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CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting

8.

Meeting Date: 08/23/2021

Policy Statement: This request supports the City Council 2020-2021 Policy Agenda

Goal(s): Healthy, Safe & Engaged Community
Sound Infrastructure
Quality Development

Submitted by: Bester Munyaradzi, Senior Planner

Agenda Caption:

M21-31 Discuss and consider an Ordinance abandoning a small section of Rolling Hills Place, Ocean Drive and Martinque Drive rights-of-way, City of Lancaster rights-of-way, and two (2) alley rights-of-way, providing for the furnishing of a certified copy of this Ordinance for recording the real property records of Dallas County, Texas as a deed; and providing an effective date.

Background:

1. **Location and Size:** The property is located north of Belt Line Road and east of Rolling Hills Place and is approximately 21.14 acres in size.
2. **Current Zoning:** The subject property was originally zoned Planned Development Single Family-2 (PD-SF-2) which is now Single Family-6 (SF-6)
3. **Adjacent Properties:**
North: Planned Development Single - family Residential PD-SF-6 - (Occupied - Moffitt Creek Estates Phase 1)
South: Mills Branch Overlay District, Commercial Area Zone sub-district - (Vacant)
East: Planned Development Single Family Residential PD-SF-6 - (Vacant)
West: Planned Development Single Family Residential PD-SF-6 - (Occupied - Rolling Meadows Phase 1 & 2)
4. **Comprehensive Plan Compatibility:** The Future Land Use Plan of the Comprehensive Plan identifies this site as suitable for residential uses and the residential use of the property is consistent with the Future Land Use Plan of the Comprehensive Plan.

5. **Case History:**

Date	Body	Action
09/11/1995	CC	Approved PD-26 Amendment - (Ordinance #44-95)
11/16/2000	P&Z	PS00-24 Approved Rolling Meadows Phase I - Preliminary Plat
06/04/2001	P&Z	PS01-09 Approved Rolling Meadows Phase I - Final Plat
04/01/2002	P&Z	PS03-07 Approved Rolling Meadows Phase II - Preliminary Plat
12/17/2002	P&Z	PS02-32 Approved Rolling Meadows Phase II - Final Plat
07/29/2003	P&Z	PS03-20 Denied Rolling Meadows Phase III - Preliminary Plat

10/07/2003	P&Z	PS03-28 Approved Rolling Meadows Phase III - Preliminary Plat
03/25/2019	P&Z	Z19-03 Recommended Approval of PD Amendment
06/10/2019	CC	Z19-03 Approved PD Amendment
09/10/2019	P&Z	PS19-22 Approved Preliminary Plat Phase 3
04/06/2021	P&Z	Z21-06 Recommended Approval of PD Amendment
04/26/2021	CC	Z21-06 Approved PD Amendment

Operational Considerations:

This is a request to abandon three (3) rights-of-way on Rolling Hills Place, Ocean Drive and Martinque Drive and two (2) alleys as shown on the attached Rolling Meadows Phase 3 plat. These abandonment requests are in areas where there is a transition from alley served neighborhoods, specifically Rolling Hills Phase I and Moffitt Creek Estates and a neighborhood that does not have alleys; specifically Rolling Meadows Phase 3. These rights-of-way and alleys are not needed and have no use for Rolling Hills Phase I, Moffitt Creek Estates and the upcoming Rolling Meadows Phase 3. The abandonment will clean up previously dedicated but now unnecessary rights-of-way and alleys. Therefore, staff supports the applicant's request to abandon three (3) rights-of-way on Rolling Hills Place, and Martinque Drive, and two (2) alleys shown on the attached Rolling Meadows Phase 3 plat.

Public Information Considerations:

This item is being considered at a regular meeting of the City Council noticed in accordance with the Texas Open Meetings Act

Options/Alternatives:

1. The City Council may approve the Ordinance, as presented.
2. The City Council may approve the Ordinance with changes and state those changes.
3. The City Council may deny the Ordinance.

Recommendation:

Staff recommends approval of the ordinance, as presented.

Attachments

Ordinance

Location Map

Rolling Meadows III Plat Showing alleys and rights-of-way to be abandoned

Rights-of way Abandonment Exhibits

Alleys Abandonment Exhibits

Letter of Intent

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS ABANDONING THREE (3) RIGHTS-OF-WAY AND TWO (2) ALLEY RIGHTS-OF-WAY FROM THE ROLLING MEADOWS PHASE 3, BEING APPROXIMATELY 237, 360, AND 128 SQUARE FEET RIGHTS-OF-WAY AND 983 AND 969 SQUARE FEET ALLEY RIGHTS-OF-WAY, IN THE CITY OF LANCASTER, DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AND DEPICTED IN EXHIBITS "A" AND "B" WHICH ARE ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING THAT SAID ORDINANCE SHALL CONSTITUTE A QUITCLAIM DEED THAT MAY BE RECORDED WITH THE COUNTY CLERK OF DALLAS COUNTY TEXAS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council, received a request to abandon three (3) rights-of-way and two (2) alley rights-of-way from Rolling Meadows Phase 3 located north of Belt Line Road and east of Rolling Hills Place, being 237, 360 and 128 square feet rights-of-way and 983 and 969 square feet alley rights-to-way in the City of Lancaster, Texas and more particularly described and depicted in Exhibits "A" and "B" attached hereto and incorporated herein; and

WHEREAS, the City Council has determined that the three (3) rights-of-way and the two (2) alley rights-of-way attached hereto have no value to the City and is in the best interest of the City and its citizens to approve the abandonment.

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

SECTION 1. That the City Council of the City of Lancaster, Texas finds and has determined that the three (3) rights-of-way and two (2) alley rights-of-way located in Rolling Meadows Phase 3, in the City of Lancaster, Dallas County, Texas, and being more particularly described and depicted in Exhibits "A" and "B" which are attached hereto and incorporated herein, are no longer needed or necessary for public purposes, have little or no value, and should be, and hereby are, abandoned in favor of the underlying property owner at no cost.

SECTION 2. That the passage of this ordinance shall constitute acceptance in favor of the property owner of the property, and a certified copy of the same may be filed in the Deed Records of Dallas County, Texas, to indicate such abandonment.

SECTION 3. That upon acceptance and passage by the City, a Quitclaim of this Ordinance shall be and constitute a Deed.

SECTION 4. That the abandonment of the said rights-of-way and alley rights-of-way, shall be construed to extend only to such interests that the governing body of the City of Lancaster, Texas, may legally and lawfully abandon.

SECTION 5. That this ordinance shall take effect immediately from and after its passage as the law and charter in such cases provide.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 23rd day of August, 2021.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

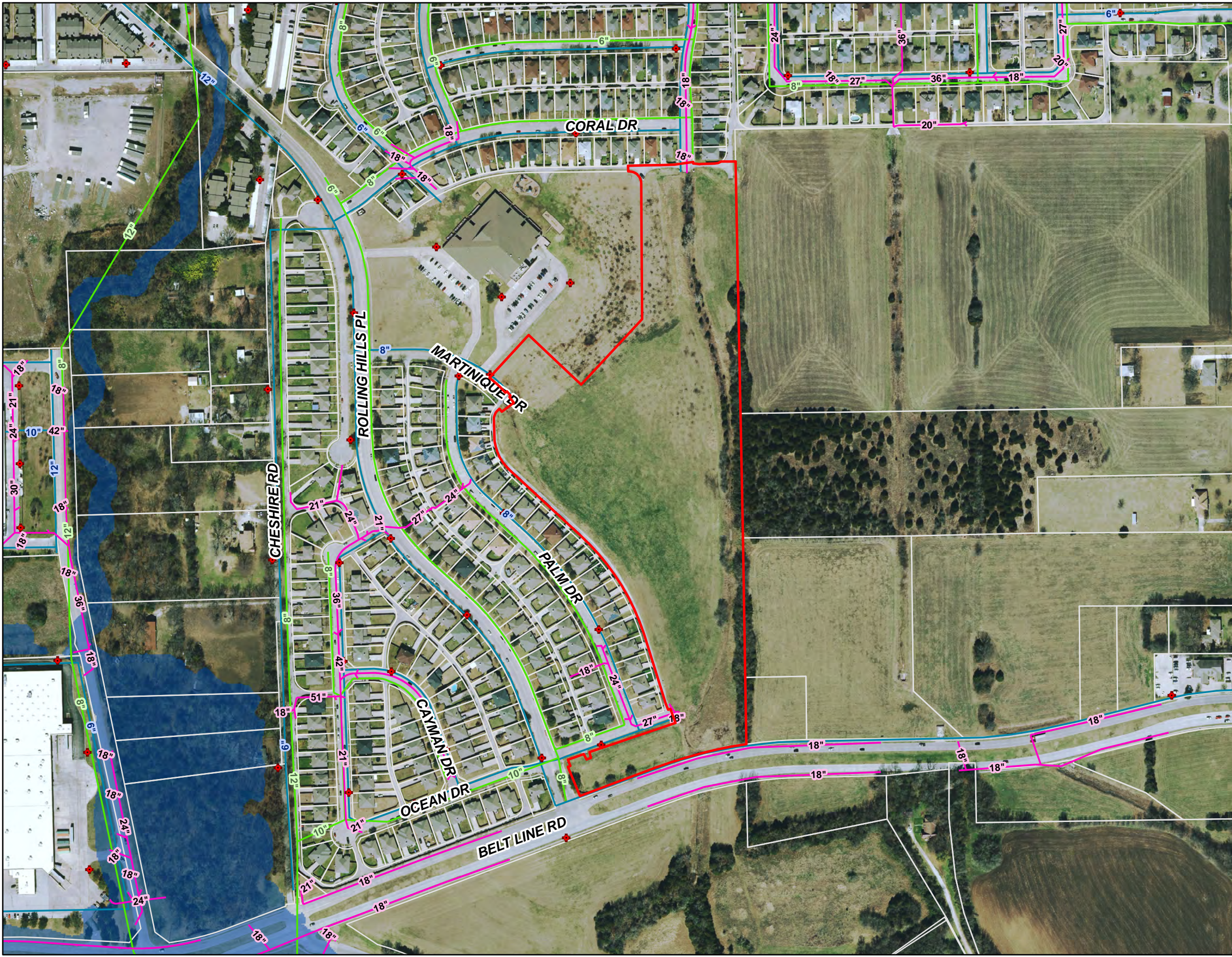
Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney



City of Lancaster 100 Rolling Hills Place



- Fire Hydrants
- Storm Sewer Lines
- Sewer Lines
- Water Lines
- Parcels
- FEMA 100yr Floodplain

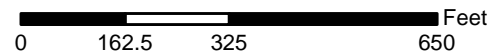


EXHIBIT "A"
RIGHT-OF-WAY
ABANDONMENT

237 SQ. FT. (0.005 ACRES) TRACT
SITUATED IN THE G.K. SNEAD SURVEY,
ABSTRACT NO. 1546
CITY OF LANCASTER, DALLAS COUNTY, TEXAS

PROPERTY DESCRIPTION:

BEING A TRACT OF LAND SITUATED IN THE G.K. SNEAD SURVEY, ABSTRACT NUMBER 1546, IN DALLAS COUNTY, TEXAS, BEING A PART OF AN EXISTING ROAD KNOWN AS ROLLING HILL PLACE (VARIABLE WIDTH RIGHT-OF-WAY) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS AND DISTANCES ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE (4202) NORTH AMERICAN DATUM OF 1983 (NAD 83)(US FOOT) WITH A COMBINED SCALE FACTOR OF 1.000136506):

COMMENCING AT 1/2-INCH REBAR FOUND FOR THE SOUTHERNMOST SOUTHEAST CORNER OF THAT SAME TRACT OF LAND DESCRIBED TO LANCASTER ROLLING MEADOWS IN SPECIAL WARRANTY DEED AS RECORDED IN VOLUME 2001082, PAGE 5728 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS (D.R.D.C.T.), SAID POINT BEING THE SOUTHWEST CORNER OF THAT SAME TRACT OF LAND DESCRIBED TO WILLOW GROVE BAPTIST CHURCH INC, IN GENERAL WARRANTY DEED AS RECORDED IN VOLUME 2005031, PAGE 70 (D.R.D.C.T.) AND LYING ON THE NORTHWEST RIGHT-OF-WAY LINE OF WEST BELT LINE ROAD (VARIABLE WIDTH RIGHT-OF-WAY), SAID POINT BEING THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1,550.00 FEET, A CENTRAL ANGLE OF 09 DEGREES 40 MINUTES 23 SECONDS, AND A CHORD BEARING AND DISTANCE OF SOUTH 74 DEGREES 16 MINUTES 14 SECONDS WEST, 261.37 FEET;

THENCE IN A SOUTHWESTERLY DIRECTION, WITH THE CURVING SOUTHEAST LINE OF SAID LANCASTER ROLLING MEADOWS TRACT AND THE CURVING NORTHWEST RIGHT-OF-WAY LINE OF SAID WEST BELT LINE ROAD, AN ARC LENGTH OF 261.68 FEET TO A POINT FOR CORNER;

THENCE SOUTH 69 DEGREES 26 MINUTES 03 SECONDS WEST, CONTINUING WITH A SOUTHEAST LINE OF SAID LANCASTER ROLLING MEADOWS TRACT AND THE NORTHWEST RIGHT-OF-WAY LINE OF SAID WEST BELT LINE ROAD, A DISTANCE OF 318.57 FEET TO A POINT FOR THE SOUTHERNMOST SOUTHWEST CORNER OF SAID LANCASTER ROLLING MEADOWS TRACT, SAID POINT BEING THE INTERSECTION OF THE NORTHWEST RIGHT-OF-WAY LINE OF SAID WEST BELT LINE ROAD AND THE NORTHEAST RIGHT-OF-WAY LINE OF SAID ROLLING HILL PLACE;

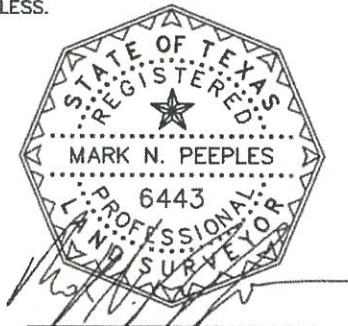
THENCE NORTH 20 DEGREES 32 MINUTES 21 SECONDS WEST, DEPARTING THE NORTHWEST RIGHT-OF-WAY LINE OF SAID WEST BELT LINE ROAD, WITH A SOUTHWEST LINE OF SAID LANCASTER ROLLING MEADOWS TRACT AND THE NORTHEAST RIGHT-OF-WAY LINE OF SAID ROLLING HILL PLACE, A DISTANCE OF 126.27 FEET TO A POINT FOR CORNER, SAID POINT BEING THE POINT OF BEGINNING;

THENCE NORTH 20 DEGREES 32 MINUTES 21 SECONDS WEST, OVER, ACROSS, AND UPON THE EXISTING RIGHT-OF-WAY OF SAID ROLLING HILL PLACE, A DISTANCE OF 27.98 FEET TO A POINT FOR CORNER, SAID POINT BEING THE PROPOSED INTERSECTION OF THE NORTHEAST RIGHT-OF-WAY LINE OF SAID ROLLING HILL PLACE AND THE PROPOSED SOUTHEAST RIGHT-OF-WAY LINE OF OCEAN DRIVE (60' RIGHT-OF-WAY);

THENCE NORTH 70 DEGREES 22 MINUTES 10 SECONDS EAST, CONTINUING OVER, ACROSS, AND UPON THE EXISTING RIGHT-OF-WAY OF SAID ROLLING HILL PLACE, AND WITH THE PROPOSED SOUTHEAST RIGHT-OF-WAY LINE OF SAID OCEAN DRIVE, A DISTANCE OF 8.50 FEET TO A POINT FOR A NORTHWEST CORNER OF SAID LANCASTER ROLLING MEADOWS TRACT;

THENCE SOUTH 20 DEGREES 32 MINUTES 21 SECONDS EAST, WITH A SOUTHWEST LINE OF SAID LANCASTER ROLLING MEADOWS TRACT, A DISTANCE OF 27.85 FEET TO A POINT FOR AN INTERIOR "ELL" CORNER OF SAID LANCASTER ROLLING MEADOWS TRACT;

THENCE SOUTH 69 DEGREES 27 MINUTES 39 SECONDS WEST, WITH A NORTHWEST LINE OF SAID LANCASTER ROLLING MEADOWS TRACT, A DISTANCE OF 8.50 FEET TO THE POINT OF BEGINNING AND CONTAINING 237 SQUARE FEET OR 0.005 ACRES OF LAND, MORE OR LESS.



RPLS No. 6443

FIELD BY:	-	DATE:	7-19-2021
DRAWN BY:	T.D.	REV:	
CHECKED BY:	M.N.P.	REV:	
JOB NO.	D56569	REV:	
SHEET 1 OF 2		REV:	



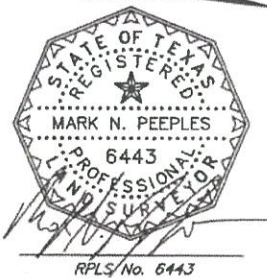
WINDROSE
LAND SURVEYING | PLATTING

1955 LAKEWAY DRIVE, SUITE 220 | LEWISVILLE, TX 75057 | 214.217.2544
FIRM REGISTRATION NO. 10194331 | WINDROSESERVICES.COM

OCEAN DRIVE
(60' RIGHT-OF-WAY)

ROLLING HILL PLACE
(VARIABLE WIDTH RIGHT-OF-WAY)

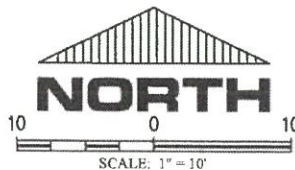
POINT OF BEGINNING



RPLS No. 6443

LOT 35
PROPOSED
ROLLING MEADOWS
PHASE III
LANCASTER ROLLING
MEADOWS
VOL. 2001082, PG. 5728
D.R.D.C.T.

RIGHT-OF-WAY
ABANDONMENT
237 SQ. FT.
(0.005 ACRES)



16' ALLEY
MOFFITT CREEK ESTATES
PHASE ONE
VOL. 87078, PG. 1511
D.R.D.C.T.

AFFORDABLE HOUSING
CONSTRUCTION, INC.
VOL. 2003044, PG. 3902
D.R.D.C.T.

WILLOW GROVE BAPTIST
CHURCH, INC.
VOL. 2005031, PG. 70
O.P.R.D.C.T.

POINT OF COMMENCING

WEST BELT LINE ROAD
(VARIABLE WIDTH RIGHT-OF-WAY)

R=1550.00'
Δ=94°23'
L=26168'
CB=S 74°16'44" W
C=26137'

NOTES:

- BEARINGS AND DISTANCES ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE (4202) NORTH AMERICAN DATUM OF 1983 (NAD 83) (US FOOT) WITH A COMBINED SCALE FACTOR OF 1.000136506.
- MONUMENTS ARE FOUND UNLESS SPECIFICALLY DESIGNATED AS SET.

LEGEND OF ABBREVIATIONS

- D.R.D.C.T. DEED RECORDS, DALLAS, COUNTY, TEXAS
- C.M. CONTROLLING MONUMENT

EXHIBIT "B"
RIGHT-OF-WAY
ABANDONMENT

237 SQ. FT. (0.005 ACRES) TRACT
SITUATED IN THE G.K. SNEAD SURVEY,
ABSTRACT NO. 1546
CITY OF LANCASTER, DALLAS COUNTY, TEXAS

FIELD BY:	-	DATE:	7-19-2021
DRAWN BY:	T.D.	REV:	
CHECKED BY:	M.N.P.	REV:	
JOB NO.	D56569	REV:	
SHEET 2 OF 2		REV:	



WINDROSE
LAND SURVEYING | PLATTING

1955 LAKEWAY DRIVE, SUITE 220 | LEWISVILLE, TX 75057 | 214.217.2544
FIRM REGISTRATION NO. 10194331 | WINDROSESERVICES.COM

EXHIBIT "A"
R.O.W. ABANDONMENT
360 SQ. FT. TRACT
SITUATED IN THE G.K. SNEED SURVEY,
ABSTRACT NO. 1278

CITY OF LANCASTER, DALLAS COUNTY, TEXAS

BEING A 360 SQUARE FOOT TRACT OF LAND SITUATED IN THE THE G.K. SNEED SURVEY, ABSTRACT NUMBER 1278 CITY OF LANCASTER, DALLAS COUNTY AND BEING A PORTION OF AN EXISTING RIGHT-OF-WAY KNOWN AS "OCEAN DRIVE" AND BEING ADJACENT TO A TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED TO LANCASTER ROLLING MEADOWS RECORDED IN VOLUME 2001082, PAGE 5728, DEED RECORDS, DALLAS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: (BEARINGS AND DISTANCES ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE (4202) NORTH AMERICAN DATUM OF 1983 (NAD83) (US FOOT) WITH A COMBINED SCALE FACTOR OF 1.000136506)

COMMENCING AT A 1/2 INCH REBAR FOUND FOR THE SOUTHEAST CORNER OF SAID LANCASTER ROLLING MEADOWS TRACT, SAME BEING THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN GENERAL WARRANTY DEED TO WILLOW GROVE BAPTIST CHURCH, INC. AS RECORDED IN VOLUME 2005031, PAGE 70, DEED RECORDS, DALLAS COUNTY, TEXAS AND LYING ON THE NORTH RIGHT-OF-WAY LINE OF WEST BELT LINE ROAD (VARIABLE WIDTH RIGHT-OF-WAY) AND BEING THE BEGINNING OF A CURVE TO THE LEFT WITH A RADIUS OF 1550.00 FEET, A CENTRAL ANGLE OF 09 DEGREES 40 MINUTES 23 SECONDS, A CHORD BEARING AND DISTANCE OF SOUTH 74 DEGREES 16 MINUTES 14 SECONDS WEST, A DISTANCE OF 261.37 FEET;

THENCE WITH SAID CURVE TO THE LEFT, WITH THE NORTH RIGHT-OF-WAY LINE OF SAID WEST BELT LINE ROAD, AN ARC LENGTH OF 261.68 FEET TO A 1/2 INCH REBAR CAPPED "WINDROSE" FOUND FOR CORNER;

THENCE SOUTH 69 DEGREES 26 MINUTES 03 SECONDS WEST, WITH THE NORTH RIGHT-OF-WAY LINE OF SAID WEST BELT LINE ROAD, A DISTANCE OF 318.57 FEET TO 1/2 INCH REBAR CAPPED "WINDROSE" FOUND FOR CORNER AND LYING ON THE INTERSECTION OF SAID NORTH RIGHT OF WAY LINE OF SAID WEST BELT LINE ROAD AND THE EAST RIGHT-OF-WAY LINE OF ROLLING HILLS PLACE (VARIABLE WIDTH RIGHT-OF-WAY);

THENCE NORTH 20 DEGREES 32 MINUTES 21 SECONDS WEST, WITH THE EAST RIGHT-OF-WAY LINE OF SAID ROLLING HILLS PLACE, A DISTANCE OF 126.27 FEET TO A 1/2 INCH REBAR CAPPED "WINDROSE" FOUND FOR CORNER;

THENCE NORTH 69 DEGREES 27 MINUTES 39 SECONDS EAST, WITH THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID ROLLING HILLS PLACE, A DISTANCE OF 8.50 FEET TO A 1/2 INCH REBAR CAPPED "WINDROSE" FOUND FOR CORNER;

THENCE NORTH 20 DEGREES 32 MINUTES 21 SECONDS WEST, WITH THE EAST RIGHT-OF-WAY LINE OF SAID ROLLING HILLS PLACE, A DISTANCE OF 27.85 FEET TO A POINT FOR CORNER AND LYING ON THE SOUTHWEST CORNER OF ROLLING MEADOWS ADDITION, PHASE I, AN ADDITION TO THE CITY OF LANCASTER AS RECORDED IN VOLUME 2001227, PAGE 51, PLAT RECORDS, DALLAS COUNTY, TEXAS, SAME BEING THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF SAID ROLLING HILLS PLACE AND THE SOUTH RIGHT OF WAY LINE OF OCEAN DRIVE (50 FOOT RIGHT OF WAY);

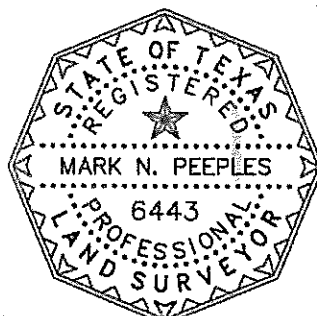
THENCE NORTH 70 DEGREES 22 MINUTES 10 SECONDS EAST WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID OCEAN DRIVE, A DISTANCE OF 56.71 FEET TO A 1/2 INCH REBAR CAPPED "WINDROSE" FOUND FOR CORNER, SAID CORNER BEING THE POINT OF BEGINNING;

THENCE NORTH 70 DEGREES 22 MINUTES 35 SECONDS EAST, OVER, ACROSS AND UPON SAID RIGHT-OF-WAY OF OCEAN DRIVE, A DISTANCE OF 20.00 FEET TO A 1/2 INCH REBAR CAPPED "WINDROSE" FOUND FOR CORNER;

THENCE SOUTH 13 DEGREES 54 MINUTES 47 SECONDS EAST, WITH A SOUTHEAST RIGHT-OF-WAY LINE OF SAID OCEAN DRIVE, A DISTANCE OF 20.10 FEET TO A 1/2 INCH REBAR CAPPED "WINDROSE" FOUND FOR CORNER;

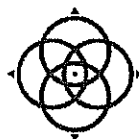
THENCE SOUTH 70 DEGREES 22 MINUTES 35 SECONDS WEST, WITH THE SOUTHERNMOST RIGHT-OF-WAY LINE OF SAID OCEAN DRIVE, A DISTANCE OF 16.00 FEET TO A 1/2 INCH REBAR CAPPED "WINDROSE" FOUND FOR CORNER;

THENCE NORTH 25 DEGREES 20 MINUTES 04 SECONDS WEST, WITH THE SOUTHWEST RIGHT-OF-WAY LINE OF SAID OCEAN DRIVE, A DISTANCE OF 20.10 FEET TO THE POINT OF BEGINNING AND CONTAINING 360 SQUARE FEET OR 0.008 ACRES OF LAND, MORE OR LESS.



[Signature]
RPLS No. 6443

FILED BY: -	DATE: 01/08/2021
DRAWN BY: G.L.C.	REV:
CHECKED BY: M.P.	REV:
JOB NO. D56569-113941	REV:
SHEET 1 OF 3	REV:



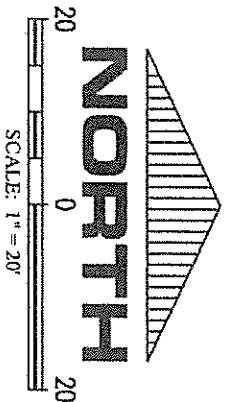
WINDROSE
LAND SURVEYING | PLATTING

220 ELM STREET, SUITE 200 | LEWISVILLE, TX 75057 | 214.217.2544
FIRM REGISTRATION NO. 10194331 | WINDROSESERVICES.COM
DRAWN BY: G.L.C. DATE: 01/08/2021 JOB NO. D56569-113941

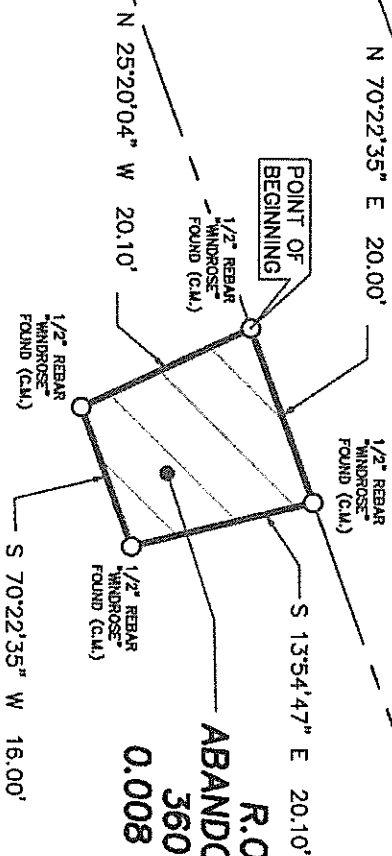
ROLLING MEADOWS
ADDITION
PHASE I
VOL. 2001227, PG. 51
O.P.R.D.C.T.

LOT 1

OCEAN DRIVE
(50' R.O.W.)



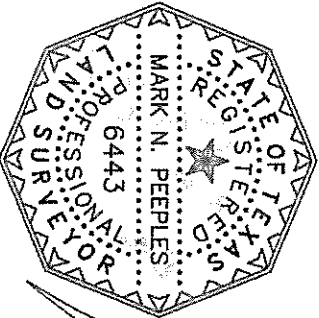
ROLLING
HILLS PLACE
(VARIABLE WIDTH R.O.W.)



R.O.W.
ABANDONMENT
360 SF
0.008 Acres

NOTES:
• Bearings and distances are based on the State Plane Coordinate System, Texas North Central Zone (4202) North American Datum of 1983 (NAD 83)(US Foot) with a combined scale factor of 1.000136506.
• Monuments are found unless specifically designated as set.

- LEGEND OF ABBREVIATIONS.
- D.R.D.C.T. DEED RECORDS, DALLAS, COUNTY, TEXAS
 - O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS
 - P.R.D.C.T. PLAT RECORDS, DALLAS COUNTY, TEXAS
 - ROW RIGHT OF WAY
 - IRS 1/2 INCH CAPPED REBAR STAMPED "WINDROSE" SET
 - C.M. CONTROLLING MONUMENT

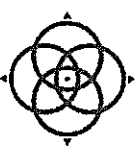


[Signature]
RPLS No. 6443

EXHIBIT "C"
DETAIL

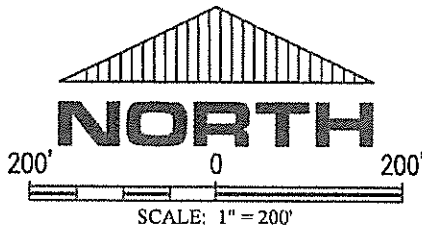
R.O.W. ABANDONMENT
360 SQ. FT. TRACT
SITUATED IN THE
G.K. SNEED SURVEY,
ABSTRACT NO. 1278
CITY OF LANCASTER,
DALLAS COUNTY, TEXAS

FIELD BY:	-	DATE:	01/08/2021
DRAWN BY:	G.L.C.	REV:	
CHECKED BY:	M.P.	REV:	
JOB NO.	D56669-113941	REV:	
SHEET 3 OF 3		REV:	



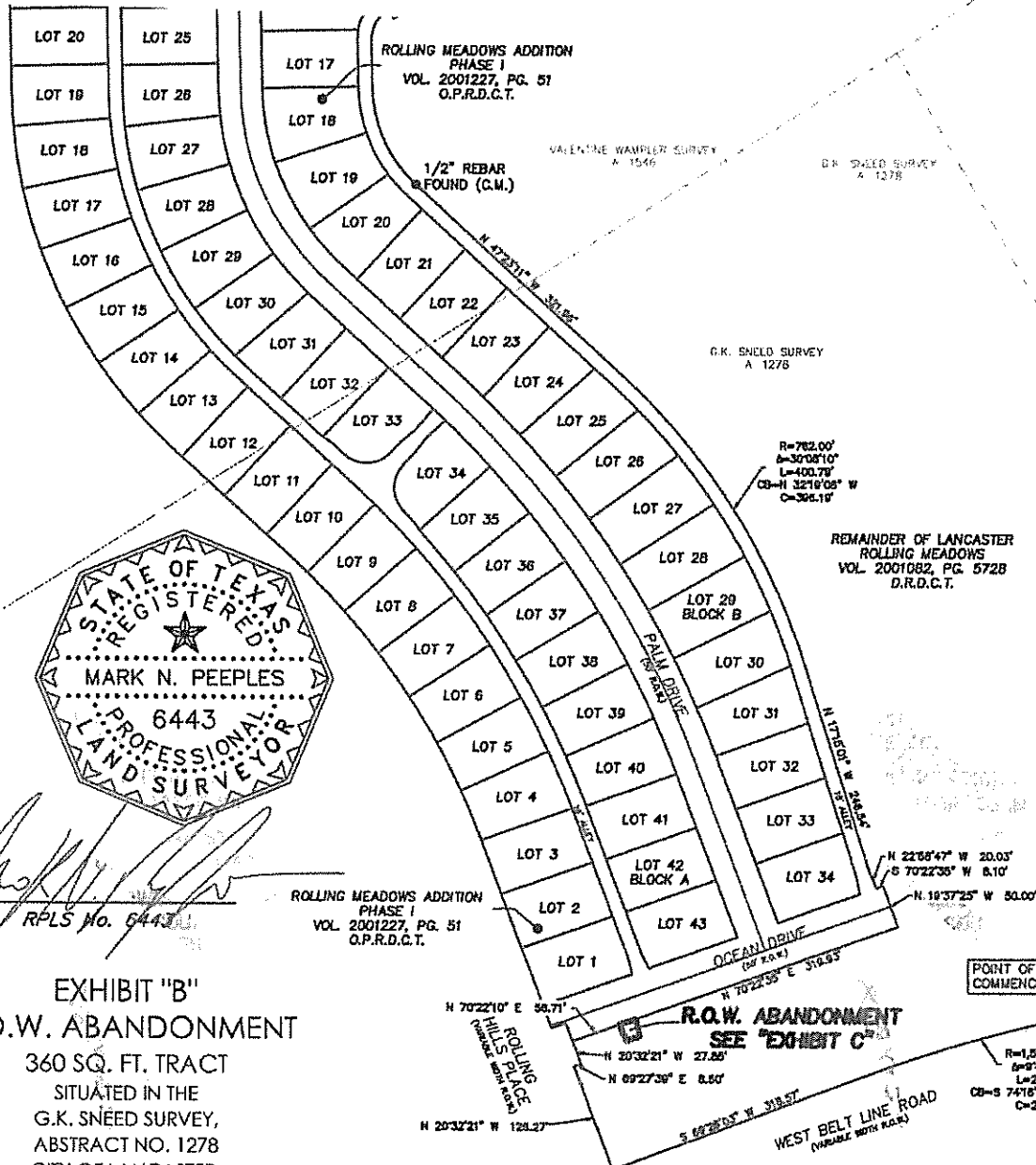
WINDROSE
LAND SURVEYING & PLATTING

220 ELM STREET, SUITE 200 | LEWISVILLE, TX 75057 | 214.217.2544
FIRM REGISTRATION NO. 10194331 | WINDROSESERVICES.COM
DRAWN BY: G.L.C. DATE: 01/08/2021 JOB NO.: D56669-113941



NOTES:

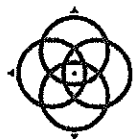
- Bearings and distances are based on the State Plane Coordinate System, Texas North Central Zone (4202) North American Datum of 1983 (NAD 83)(US Foot) with a combined scale factor of 1.000136506.
- Monuments are found unless specifically designated as set.



RPLS No. 6443

EXHIBIT "B"
R.O.W. ABANDONMENT
 360 SQ. FT. TRACT
 SITUATED IN THE
 G.K. SNEED SURVEY,
 ABSTRACT NO. 1278
 CITY OF LANCASTER,
 DALLAS COUNTY, TEXAS

FIELD BY:	-	DATE:	01/08/2021
DRAWN BY:	G.L.C.	REV:	
CHECKED BY:	M.P.	REV:	
JOB NO.	D56569-113941	REV:	
SHEET 2 OF 3		REV:	



WINDROSE
LAND SURVEYING | PLATTING

220 ELM STREET, SUITE 200 | LEWISVILLE, TX 75057 | 214.217.2544
 FIRM REGISTRATION NO. 10194331 | WINDROSESERVICES.COM
 DRAWN BY: G.L.C. DATE: 01/08/2021 JOB NO.: D56569-113941

EXHIBIT "A"
R.O.W. ABANDONMENT
128 SQ. FT. TRACT
SITUATED IN THE
VALENTINE WAMPLER SURVEY,
ABSTRACT NO. 1546
CITY OF LANCASTER,
DALLAS COUNTY, TEXAS

BEING A 128 SQUARE FOOT TRACT OF LAND SITUATED IN THE VALENTINE WAMPLER SURVEY CITY OF LANCASTER, DALLAS COUNTY, ABSTRACT NUMBER 1546, BEING A PORTION OF AN EXISTING ROAD KNOWN AS "MARTINIQUE DRIVE" AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: (BEARINGS AND DISTANCES ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE (4202) NORTH AMERICAN DATUM OF 1983 (NAD83) (US FOOT) WITH A COMBINED SCALE FACTOR OF 1.000136506);

COMMENCING AT A 1/2 INCH REBAR CAPPED "BRITTAIN" FOUND FOR AN INTERIOR "ELL" CORNER OF LOT 1, BLOCK 1 OF ROLLING HILLS ELEMENTARY SCHOOL, AN ADDITION TO THE CITY OF LANCASTER, AS RECORDED IN VOLUME 93042, PAGE 1747, PLAT RECORDS, DALLAS COUNTY, TEXAS, SAME BEING AN EXTERIOR "ELL" CORNER OF A TRACT OF LAND DESCRIBED BY SPECIAL WARRANTY DEED TO LANCASTER ROLLING MEADOWS IN VOLUME 2001082, PAGE 5728, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE SOUTH 42 DEGREES 39 MINUTES 42 SECONDS WEST, WITH A SOUTHEASTERN LINE OF SAID LOT 1, A DISTANCE OF 190.53 FEET TO A POINT FOR CORNER, SAID POINT LYING ON THE NORTHEAST RIGHT-OF-WAY LINE OF MARTINIQUE DRIVE (50 FOOT RIGHT-OF-WAY) AND BEING THE BEGINNING OF A CURVE TO THE RIGHT WITH A RADIUS OF 424.66 FEET, A CENTRAL ANGLE OF 09 DEGREES 50 MINUTES 18 SECONDS AND A CHORD BEARING AND DISTANCE OF SOUTH 47 DEGREES 12 MINUTES 12 SECONDS EAST, 72.83 FEET;

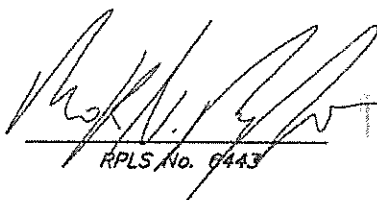
THENCE IN A SOUTHEASTERLY DIRECTION, WITH THE NORTHEAST RIGHT-OF-WAY LINE OF SAID MARTINIQUE DRIVE, AN ARC LENGTH OF 72.92 FEET TO A 1/2 INCH REBAR CAPPED "WINDROSE" FOUND FOR CORNER, SAID CORNER BEING THE POINT OF BEGINNING;

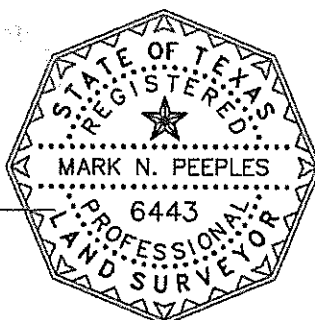
THENCE NORTH 48 DEGREES 22 MINUTES 06 SECONDS EAST, WITH A NORTHEASTERN PORTION OF SAID MARTINIQUE DRIVE RIGHT-OF-WAY, A DISTANCE OF 6.44 FEET TO A 1/2 INCH REBAR CAPPED "WINDROSE" FOUND FOR CORNER;

THENCE SOUTH 41 DEGREES 37 MINUTES 54 SECONDS EAST, WITH A NORTHEASTERN PORTION OF SAID MARTINIQUE DRIVE RIGHT-OF-WAY, A DISTANCE OF 18.82 FEET TO A 1/2 INCH REBAR CAPPED "WINDROSE" FOUND FOR CORNER;

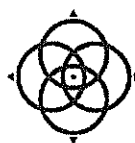
THENCE SOUTH 37 DEGREES 02 MINUTES 27 SECONDS WEST, WITH THE SOUTHERN RIGHT-OF-WAY LINE OF SAID MARTINIQUE DRIVE, A DISTANCE OF 6.82 FEET TO A 1/2 INCH REBAR CAPPED "WINDROSE" FOUND FOR CORNER AND BEING THE BEGINNING OF A CURVE TO THE LEFT WITH A RADIUS OF 424.66 FEET, A CENTRAL ANGLE OF 02 DEGREES 43 MINUTES 14 SECONDS AND A CHORD BEARING AND DISTANCE OF NORTH 40 DEGREES 55 MINUTES 45 SECONDS WEST, 20.16 FEET;

THENCE IN A NORTHWESTERLY DIRECTION, OVER, ACROSS AND UPON SAID MARTINIQUE DRIVE, AN ARC LENGTH OF 20.16 FEET TO THE POINT OF BEGINNING AND CONTAINING 128 SQUARE FEET OR 0.003 ACRES OF LAND, MORE OR LESS.


RPLS No. 6443



FIELD BY:	-	DATE:	01/08/2021
DRAWN BY:	G.L.C.	REV:	
CHECKED BY:	M.P.	REV:	
JOB NO.	D56569-113941	REV:	
SHEET 2 OF 2		REV:	



WINDROSE
LAND SURVEYING | PLATTING

220 ELM STREET, SUITE 200 | LEWISVILLE, TX 75057 | 214.217.2544
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DRAWN BY: G.L.C. DATE: 01/08/2021 JOB NO.: D56569-113941

POINT OF
"BRITANNIA"
FOUND (C.M.)

LOT 1, BLOCK 1
ROLLING HILLS
ELEMENTARY SCHOOL
VOL. 93042, PG. 1747
D.R.D.C.T.

N 42°39'42" W
190.53'

N 42°38'10" E 50.15'

1/2" REBAR
FOUND (C.M.)

MARTINIQUE DRIVE
(50' R.O.W.)

ROLLING MEADOWS
ADDITION
PHASE I
VOL. 2001227, PG. 51
O.P.R.D.C.T.

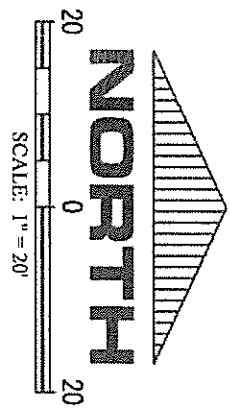
LOT 16

EXHIBIT "B"

R.O.W. ABANDONMENT

128 SQ. FT. TRACT
SITUATED IN THE
VALENTINE WAMPLER SURVEY,
ABSTRACT NO. 1546
CITY OF LANCASTER,
DALLAS COUNTY, TEXAS

- LEGEND OF ABBREVIATIONS
- D.R.D.C.T. DEED RECORDS, DALLAS COUNTY, TEXAS
 - O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS
 - P.R.D.C.T. PLAT RECORDS, DALLAS COUNTY, TEXAS
 - ROW RIGHT OF WAY
 - IRS 1/2 INCH CAPPED REBAR STAMPED "WINDROSE" SET
 - C.M. CONTROLLING MONUMENT



- NOTES:
- Bearings and distances are based on the State Plane Coordinate System, Texas North Central Zone (4202) North American Datum of 1983 (NAD 83)(US Foot) with a combined scale factor of 1.000136506.
 - Monuments are found unless specifically designated as set.

R=424.66'
Δ=950'18"
L=72.92'
CB=S 47°12'12" E
C=72.83'

N 48°22'06" E 6.44'

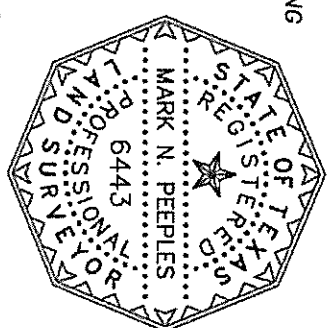
POINT OF
BEGINNING

1/2" REBAR
"WINDROSE"
FOUND (C.M.)

1/2" REBAR
"WINDROSE"
FOUND (C.M.)

REMAINDER OF LANCASTER ROLLING
MEADOWS
VOL. 2001082, PG. 5728
D.R.D.C.T.

R.O.W.
ABANDONMENT
128 SF
0.003 Acres



R=424.66'
Δ=2°43'14"
L=20.16'
CB=N 40°55'45" W
C=20.16'

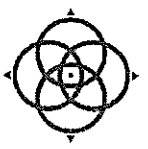
1/2" REBAR
"WINDROSE"
FOUND (C.M.)

1/2" REBAR
"WINDROSE"
FOUND (C.M.)

S 37°02'27" W 6.82'

Handwritten signature
RPE/S No. 6443

FILED BY:	-	DATE:	01/08/2021
DRAWN BY:	G.L.C.	REV:	
CHECKED BY:	M.P.	REV:	
JOB NO.	D56569-113941	REV:	
SHEET 2 OF 2		REV:	



WINDROSE
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220 ELM STREET, SUITE 200 | LEWISVILLE, TX 75057 | 214.217.2544
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DRAWN BY: G.L.C. DATE: 01/08/2021 JOB NO. D56569-113941

EXHIBIT "A"
ALLEY ABANDONMENT

983 SQ. FT. TRACT
SITUATED IN THE
VALENTINE WAMPLER SURVEY,
ABSTRACT NO. 1546
CITY OF LANCASTER,
DALLAS COUNTY, TEXAS

BEING A 983 SQUARE FOOT TRACT OF LAND SITUATED IN THE VALENTINE WAMPLER SURVEY, ABSTRACT NUMBER 1546, BEING A PORTION OF AN EXISTING ALLEY, AS CREATED IN VOLUME 87078, PAGE 1511, PLAT RECORDS, DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: (BEARINGS AND DISTANCES ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE (4202) NORTH AMERICAN DATUM OF 1983 (NAD83) (US FOOT) WITH A COMBINED SCALE FACTOR OF 1.000136506);

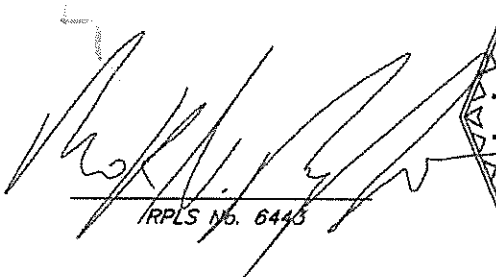
BEGINNING AT A 1/2 INCH REBAR CAPPED "RPLS4813" FOUND FOR THE SOUTHEASTERN MOST CORNER OF SAID ALLEY, SAME BEING THE EASTERNMOST NORTHEASTERNMOST CORNER OF A TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED TO LANCASTER ROLLING MEADOWS RECORDED IN VOLUME 2001082, PAGE 5728, DEED RECORDS, DALLAS COUNTY, TEXAS, AND LYING ON THE WEST LINE OF A TRACT OF LAND DESCRIBED IN GENERAL WARRANTY DEED TO AFFORDABLE HOUSING CONSTRUCTION, INC. RECORDED IN VOLUME 2003044, PAGE 3902, DEED RECORDS, DALLAS COUNTY, TEXAS;

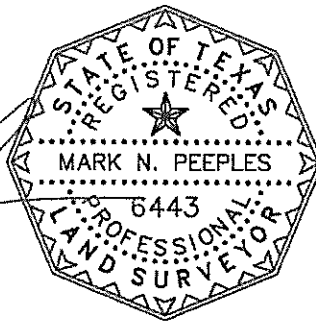
THENCE SOUTH 88 DEGREES 58 MINUTES 51 SECONDS WEST, DEPARTING THE WEST LINE OF SAID AFFORDABLE HOUSING CONSTRUCTION, INC. WITH A NORTH LINE OF SAID LANCASTER ROLLING MEADOWS TRACT, A DISTANCE OF 16.00 FEET TO A POINT FOR CORNER FROM WHICH A 1/2 INCH REBAR CAPPED "BRITTAIN" FOUND BEARS NORTH 38 DEGREES 47 MINUTES, 0.6 FEET AND BEING THE BEGINNING OF A CURVE TO THE LEFT WITH A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AND A CHORD BEARING AND DISTANCE OF NORTH 46 DEGREES 03 MINUTES 00 SECONDS WEST, A DISTANCE OF 56.57 FEET;

THENCE IN A NORTHWESTERLY DIRECTION, WITH THE CURVING SOUTHWEST LINE OF SAID ALLEY, A NORTHEAST LINE OF SAID LANCASTER ROLLING MEADOWS TRACT, AND ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 62.83 FEET TO A 1/2 INCH REBAR CAPPED "WINDROSE" SET FOR CORNER;

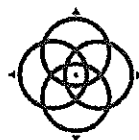
THENCE NORTH 88 DEGREES 57 MINUTES 00 SECONDS EAST, OVER, ACROSS AND UPON SAID ALLEY, A DISTANCE OF 55.99 FEET TO A POINT ON THE WEST LINE OF SAID AFFORDABLE HOUSING TRACT, AND BEING ON THE EAST RIGHT-OF-WAY LINE OF SAID ALLEY;

THENCE SOUTH 01 DEGREES 03 MINUTES 51 SECONDS EAST, WITH THE EAST RIGHT-OF-WAY LINE OF SAID ALLEY, AND THE WEST LINE OF SAID AFFORDABLE HOUSING TRACT, A DISTANCE OF 40.01 FEET TO THE POINT OF BEGINNING AND CONTAINING 983 SQUARE FEET OR 0.023 ACRES OF LAND, MORE OR LESS.


RPLS No. 6443



FILED BY: -	DATE: 01/06/2021
DRAWN BY: G.L.C.	REV:
CHECKED BY: M.P.	REV:
JOB NO. D56569-113941	REV:
SHEET 2 OF 2	REV:



WINDROSE
LAND SURVEYING | PLATTING

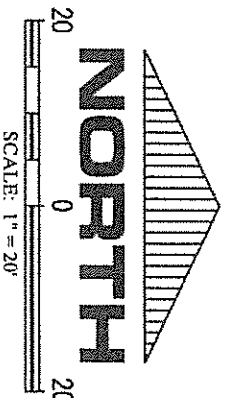
220 ELM STREET, SUITE 200 | LEWISVILLE, TX 75057 | 214.217.2544
FIRM REGISTRATION NO. 10194331 | WINDROSESERVICES.COM
DRAWN BY: G.L.C. DATE: 01/06/2021 JOB NO.: D56569-113941

MOFFITT CREEK ESTATES
 BLOCK 1 - PHASE ONE
 LOT 77 VOL. 87078, PG. 1511
 D.R.D.C.T.

ALLEY VOL. 87078, PG. 1511
 P.R.D.C.T.

ALLEY
 ABANDONMENT
 983 SF
 0.023 Acres

AFFORDABLE HOUSING
 CONSTRUCTION, INC.
 VOL. 2003044, PG. 3902
 D.R.D.C.T.



REMAINDER OF LANCASTER ROLLING
 MEADOWS
 VOL. 2001082, PG. 5728
 D.R.D.C.T.

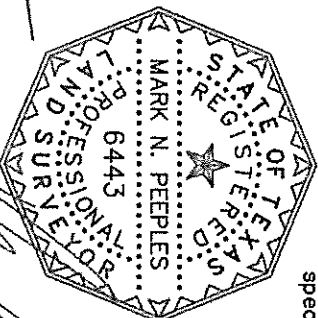
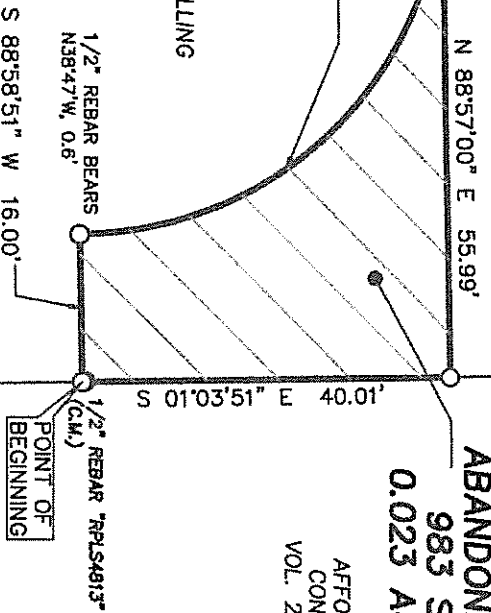
- LEGEND OF ABBREVIATIONS**
- D.R.D.C.T. DEED RECORDS, DALLAS, COUNTY, TEXAS
 - O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS
 - P.R.D.C.T. PLAT RECORDS, DALLAS COUNTY, TEXAS
 - ROW RIGHT OF WAY
 - IRS 1/2 INCH CAPPED REBAR STAMPED "WINDROSE" SET
 - C.M. CONTROLLING MONUMENT

EXHIBIT "B"

ALLEY ABANDONMENT

983 SQ. FT. TRACT
 SITUATED IN THE
 VALENTINE WAMPLER SURVEY,
 ABSTRACT NO. 1546
 CITY OF LANCASTER,
 DALLAS COUNTY, TEXAS

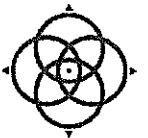
WEST BELT LINE ROAD
 (VARIABLE WIDTH R.O.W.)



- NOTES:**
- Bearings and distances are based on the State Plane Coordinate System, Texas North Central Zone (4202) North American Datum of 1983 (NAD 83) (US Foot) with a combined scale factor of 1.000136506.
 - Monuments are found unless specifically designated as set.

[Signature]
 RPLS No. 6443

FIELD BY:	-	DATE:	01/06/2021
DRAWN BY:	G.L.C.	REV:	
CHECKED BY:	M.P.	REV:	
JOB NO.	D6569-113941	REV:	
SHEET 2 OF 2		REV:	



WINDROSE
 LAND SURVEYING & PLATTING
 220 ELM STREET, SUITE 200 | LEWISVILLE, TX 75057 | 214.217.2544
 FIRM REGISTRATION NO. 10174331 | WINDROSESERVICES.COM
 DRAWN BY: G.L.C. DATE: 01/06/2021 JOB NO. D56569-113941

EXHIBIT "A"
ALLEY ABANDONMENT

969 SQ. FT. TRACT
SITUATED IN THE
VALENTINE WAMPLER SURVEY,
ABSTRACT NO. 1546
CITY OF LANCASTER,
DALLAS COUNTY, TEXAS

BEING A 969 SQUARE FOOT TRACT OF LAND SITUATED IN THE VALENTINE WAMPLER SURVEY CITY OF LANCASTER, DALLAS COUNTY, ABSTRACT NUMBER 1546, BEING A PORTION OF AN EXISTING ALLEY, AS CREATED IN VOLUME 87078, PAGE 1511, PLAT RECORDS, DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: (BEARINGS AND DISTANCES ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE (4202) NORTH AMERICAN DATUM OF 1983 (NAD83) (US FOOT) WITH A COMBINED SCALE FACTOR OF 1.000136506);

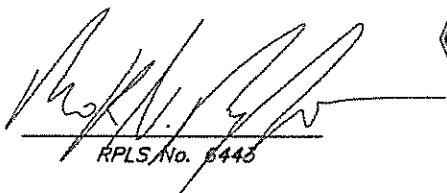
BEGINNING AT A 1/2 INCH REBAR CAPPED "RPLS4813" FOUND FOR THE SOUTHEASTERNMOST CORNER OF HEREIN DESCRIBED TRACT, SAME BEING AN INTERIOR "ELL" CORNER OF A REMAINING PORTION OF A TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO LANCASTER ROLLING MEADOWS RECORDED IN VOLUME 2001082, PAGE 5728, DEED RECORDS, DALLAS COUNTY, TEXAS;

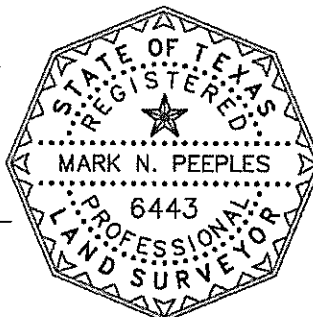
THENCE SOUTH 87 DEGREES 40 MINUTES 47 SECONDS WEST, WITH A NORTH LINE OF SAID LANCASTER ROLLING MEADOWS TRACT, SAME BEING A SOUTH RIGHT-OF-WAY LINE OF SAID ALLEY, A DISTANCE OF 15.69 FEET TO A POINT FOR A NORTHWEST CORNER OF SAID LANCASTER ROLLING MEADOWS TRACT, AND LYING ON THE EAST LINE OF LOT 1, BLOCK 1 OF ROLLING HILLS ELEMENTARY SCHOOL, AN ADDITION TO THE CITY OF LANCASTER, AS RECORDED IN VOLUME 93042, PAGE 1747, DEED RECORDS, DALLAS COUNTY, TEXAS FROM WHICH AN "X" CUT FOUND BEARS NORTH 33 DEGREES 53 MINUTES, 0.8 FEET;

THENCE NORTH 01 DEGREES 03 MINUTES 51 SECONDS WEST, OVER, ACROSS AND UPON SAID ALLEY, A DISTANCE OF 40.19 FEET TO A POINT FOR CORNER;

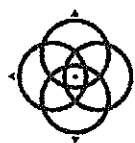
THENCE NORTH 88 DEGREES 47 MINUTES 42 SECONDS EAST, OVER, ACROSS AND UPON SAID ALLEY, A DISTANCE OF 55.58 FEET TO A 1/2 INCH REBAR CAPPED "WINDROSE" SET FOR CORNER ON THE NORTH LINE OF SAID LANCASTER ROLLING MEADOWS TRACT, SAME BEING A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID ALLEY AND BEING THE BEGINNING OF A CURVE TO THE LEFT WITH A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 89 DEGREES 49 MINUTES 52 SECONDS AND A CHORD BEARING AND DISTANCE OF SOUTH 43 DEGREES 51 MINUTES 56 SECONDS WEST, A DISTANCE OF 56.49 FEET;

THENCE IN A SOUTHWESTERLY DIRECTION, WITH THE CURVING SOUTHEAST LINE OF SAID ALLEY, A NORTHWEST LINE OF SAID LANCASTER ROLLING MEADOWS TRACT, AND ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 62.71 FEET TO THE POINT OF BEGINNING AND CONTAINING 969 SQUARE FEET OR 0.022 ACRES OF LAND, MORE OR LESS.


RPLS No. 6443



FIELD BY:	-	DATE:	01/06/2021
DRAWN BY:	G.L.C.	REV:	
CHECKED BY:	M.P.	REV:	
JOB NO.	D56569-113941	REV:	
SHEET 2 OF 2		REV:	



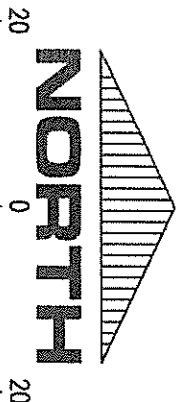
WINDROSE
LAND SURVEYING | PLATTING

220 ELM STREET, SUITE 200 | LEWISVILLE, TX 75057 | 214.217.2544
FIRM REGISTRATION NO. 10194331 | WINDROSESERVICES.COM
DRAWN BY: G.L.C. DATE: 01/06/2021 JOB NO.: D56569-113941

LOT 13

BLOCK 7
LOT 14

LOT 15
MOFFITT CREEK ESTATES
- PHASE ONE
VOL. 87078, PG. 1511
D.R.D.C.T.



SCALE: 1" = 20'

ALLEY VOL. 87078, PG. 1511
P.R.D.C.T.

ALLEY ABANDONMENT 969 SF 0.022 Acres

LOT 1, BLOCK 1
ROLLING HILLS
ELEMENTARY SCHOOL
VOL. 93042, PG. 1747
D.R.D.C.T.

"X" FND. BEARS
N33°53'W, 0.8'

POINT OF
BEGINNING
1/2" REBAR
FOUND (C.M.)
S 87°40'47" W 15.69'
S 01°03'51" E 451.62'

REMAINDER OF LANCASTER ROLLING
MEADOWS
VOL. 2001082, PG. 5728
D.R.D.C.T.

R=40.00'
Δ=89°49'52"
L=62.71'
CB=S 43°51'56" W
C=56.49'

1/2" REBAR
FOUND (C.M.)

EXHIBIT "B"

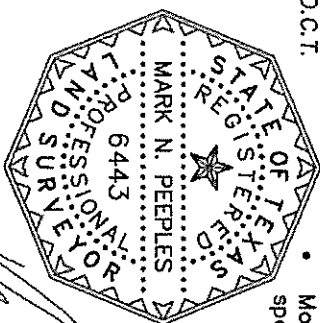
ALLEY ABANDONMENT

969 SQ. FT. TRACT
SITUATED IN THE
VALENTINE WAMPLER SURVEY,
ABSTRACT NO. 1546
CITY OF LANCASTER,
DALLAS COUNTY, TEXAS

LOT 1, BLOCK 1
ROLLING HILLS
ELEMENTARY SCHOOL
VOL. 93042, PG. 1747
D.R.D.C.T.

1/2" REBAR
"BRITANNIA"
FOUND (C.M.)
N 47°33'49" W 28.44'
N 42°40'20" E 18.35'

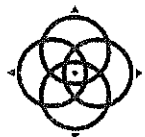
- LEGEND OF ABBREVIATIONS:
- D.R.D.C.T. DEED RECORDS, DALLAS COUNTY, TEXAS
 - O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS
 - P.R.D.C.T. PLAT RECORDS, DALLAS COUNTY, TEXAS
 - ROW RIGHT OF WAY
 - IRS 1/2 INCH CAPPED REBAR STAMPED "WINDROSE" SET
 - C.M. CONTROLLING MONUMENT



Handwritten signature of Mark N. Peeples
RPLS No. 6443

- NOTES:
- Bearings and distances are based on the State Plane Coordinate System, Texas North Central Zone (4202) North American Datum of 1983 (NAD 83) (US Foot) with a combined scale factor of 1.000136506.
 - Monuments are found unless specifically designated as set.

FIELD BY:	-	DATE:	01/06/2021
DRAWN BY:	G.L.C.	REV:	
CHECKED BY:	M.P.	REV:	
JOB NO.	D56569-113941	REV:	
SHEET 2 OF 2		REV:	



WINDROSE
LAND SURVEYING & PLATING
220 ELM STREET, SUITE 200 | LEWISVILLE, TX 75057 | 214.217.2544
FIRM REGISTRATION NO. 1019431 | WINDROSESERVICES.COM
DRAWN BY: G.L.C. DATE: 01/06/2021 JOB NO.: D56569-113941



Spring Haven Investments, Inc.

August 8, 2021

Vicki Coleman
Development Services Director
City of Lancaster
211 N. Henry St
Lancaster, TX 75146

RE: Alley/Street Abandonments for Final Plat of Rolling Meadows Phase 3

Dear Ms. Coleman,

We are requesting the formal abandonment of 5 separate items prior to our Final Platting of Rolling Meadows Phase 3 as were noted in our approved Preliminary Plat. There are 2 alley returns from Moffit Creek Estates to our north, 2 road/alley ROW stubs from the construction of Rolling Meadows Phase I (Ocean Drive and Martinique Drive), and a small section of Rolling Hills Place ROW that didn't line up with Ocean Drive when it was built in Phase 1 of Rolling Meadows. These abandonments were contemplated when we rezoned and preliminary platted Rolling Meadows Phase 3 and are reflected on the approved preliminary plat. These abandonments are being abandoned in areas where we transition from neighborhoods which have alleys (Rolling Hills Phase 1 and Moffit Creek Estates) to a neighborhood that doesn't (Rolling Meadows Phase 3). We request the City approve these abandonments in conjunction with, and prior to the recording of our final plat for Rolling Meadows Phase 3.

When approved, the recording information of these abandonments will be reflected on the recorded final plat for Rolling Meadows Phase 3.

6750 Hillcrest Plaza Drive

Suite 318

Dallas, TX 75230

P: 972.386.3333

F: 972.386.6190

I have attached the recorded plats for the two neighborhoods that originally dedicated these areas and legal descriptions of the areas to be abandoned.

Thank you,

A handwritten signature in blue ink, appearing to read "Randell Curington", with a stylized flourish extending to the right.

Randell Curington

President

Lancaster Rolling Meadows, Ltd.

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting

9.

Meeting Date: 08/23/2021

Policy Statement: This request supports the City Council 2020-2021 Policy Agenda

Goal(s): Healthy, Safe & Engaged Community
Sound Infrastructure
Quality Development

Submitted by: Bester Munyaradzi, Senior Planner

Agenda Caption:

M21-33 Discuss and consider a resolution accepting one (1) water easement (20-foot wide or 2.261 acre) from PME Oakmont Lancaster, LLC, (Grantor), to the City of Lancaster (City) for the installation, construction, operation, maintenance, replacement, repair, upgrade and/or removal of a waterline and all necessary or desirable structures, facilities and appurtenances necessary to provide a secondary and separate connection to the City water system; establishing conditions, providing for the furnishing of a certified copy of this resolution for recording in the property records of Dallas County, Texas as a deed.

Background:

This is a request for one (1) water easement for the purpose of extending a public water line to serve Lot 1, Block A for Oakmont 20/35 Warehouse. The property to be served by this line consists of 41.653 acres and is located at the southeast corner of West Drive and Longhorn Drive.

The Public Works staff has verified that the location of the proposed public water easement is acceptable. Having identified the location of these facilities, an easement must be granted by the property owner which must be considered and approved by City Council.

Operational Considerations:

The City Council must consider accepting the water easement as it has been determined to serve a public purpose and is of use to the City.

Legal Considerations:

The resolution has been reviewed and approved as to form by the City Attorney.

Public Information Considerations:

This item is being considered at a Regular Meeting of the City Council noticed in accordance with the Texas Open Meetings Act.

Options/Alternatives:

1. City Council may approve the resolution, as presented.
2. City Council may deny the resolution.

Recommendation:

Staff recommends approval of the resolution, as presented.

Attachments

Resolution

Exhibit - Water Easement Recording Documents and Legal Description

Exhibit - Easement Location

Location Map

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, ACCEPTING ONE (1) WATER EASEMENT, A 20 FOOT WIDE OR 2.261 ACRE FROM PME OAKMONT LANCASTER, LLC, GRANTOR, TO THE CITY OF LANCASTER FOR THE PLACEMENT, REPAIR, UPGRADE OR REMOVAL OF A WATER LINE AND ALL NECESSARY OR DESIRABLE STRUCTURES, FACILITIES AND APPURTENANCES NECESSARY TO PROVIDE A CONNECTION TO THE CITY WATER SYSTEM; ESTABLISHING CONDITIONS, PROVIDING FOR THE FURNISHING OF A CERTIFIED COPY OF THIS RESOLUTION FOR RECORDING IN THE REAL PROPERTY RECORDS OF DALLAS COUNTY, TEXAS AS A DEED; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, PME Oakmont Lancaster, LLC, ("Grantor") is the owner of certain real property located within the City of Lancaster; and,

WHEREAS, the City of Lancaster ("City") requires an easement for the placement, repair, upgrade and removal of a water line and all incidental improvements and for making connections therewith to the City's water system; and

WHEREAS, the Grantor desires to dedicate to the City the Public water easement ("Easement") as provided in attached Exhibit and

WHEREAS, the City finds that such easement, as depicted on the attached Exhibit thereto is for a public purpose and hereby accepts the Easement from the Grantor under the terms and conditions provided in the attached Exhibit:

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

SECTION 1. That the City of Lancaster hereby finds and determines that it is in the best interest of the public health, safety and welfare to accept the water and wastewater easement from PME Oakmont Lancaster, LLC, Grantor, which is described in attached Exhibit thereto and incorporated herein.

SECTION 2. That the City Secretary is directed to file said easement for recording in the real property records of Dallas County, Texas, as a deed.

SECTION 3. That this Resolution shall take effect immediately from and after its adoption and execution.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 23rd day of August, 2021.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

After recording, return to:
Eversheds Sutherland (US) LLP
999 Peachtree St., NE, Suite 2300
Atlanta, Georgia 30309
Attn: Pedro Dorado

NON-EXCLUSIVE WATER EASEMENT

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF DALLAS

THIS NON-EXCLUSIVE WATER EASEMENT AGREEMENT (this “*Agreement*”) is made as of _____, 2021, between **PME OAKMONT LANCASTER, LLC**, a Delaware limited liability company, whose address is 3520 Piedmont Road, Suite 100, Atlanta, Georgia, 30305 (“*Grantor*”), and the **CITY OF LANCASTER, TEXAS** (“*Grantee*”).

WITNESSETH:

Grantor is the fee simple owner of that certain real property located in the William Howerton Survey, Abstract No. 559, Dallas County, Texas, being more particularly described by metes and bounds on Exhibit A-1 and as depicted on that certain plat sheet prepared by Jonathan E. Cooper, Land Surveyor, dated April 5, 2021, a copy of which is attached hereto as Exhibit A-2 to be recorded as part of this Agreement (the “*Easement Property*”).

Grantee has requested Grantor to grant to Grantee a specific-use non-exclusive easement over and across the Easement Property and Grantor has agreed to grant such easement to Grantee.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. EASEMENT.

Grantor hereby grants and conveys to Grantee, its successors and assigns, a non-exclusive easement in, over and across the Easement Property for the sole purpose of maintenance and operation of water lines and any appurtenances related thereto (collectively, the “*Water Facilities*”). The Easement granted herein shall include the right to access the Easement Property for the purposes of constructing, maintaining and operating the Water Facilities. Grantee shall promptly repair any damage to the Easement Property or any other property owned by Grantor adjacent to the Easement Property while exercising such access rights, provided Grantor gives written notice thereof to Grantee within ninety (90) days after such damage occurs.

2. GRANTOR’S USE OF THE EASEMENT PROPERTY.

Grantor hereby reserves the right to use and enjoy the Easement Property for any and all purposes Grantor desires, subject only to the limitation that such use and enjoyment will not damage or unreasonably interfere with Grantee’s permitted uses as described herein.

3. GENERAL PROVISIONS.

Grantee shall not, in exercising Grantee’s rights under this Agreement, permit or cause any construction, mechanics, laborers’, materialmen’s or other similar liens to attach to Grantor’s Property. Grantor shall deliver notice to Grantee of any liens against the Easement Property or Grantor’s property arising out of the exercise by Grantee (or Grantee’s contractors, representatives and/or authorized agents) of Grantee’s rights hereunder. Upon receipt of such notice, Grantee shall have twenty (20) days to (i) remove the lien, or (ii) cause the removal of the lien. It is expressly agreed that Grantee shall have no obligations whatsoever in connection with liens caused by Grantor or any of its affiliates, contractors, representatives and/or authorized

agents, whether in its capacity as the owner of the Grantor Property or in any other capacity.

Grantee shall be responsible, at its sole cost and expense, for all work in connection with the maintenance, repair, and reconstruction of the Water Facilities to Grantee's standards, all of such work to be done in a good workmanlike manner, in accordance with all applicable laws, codes, regulations and ordinances.

Any consent to or waiver of any provision hereof shall not be deemed or construed to be a consent to or waiver of any other provision of this Agreement. Failure on the part of any party to complain of any act or failure to act of any other party, irrespective of the duration of such failure, shall not constitute a waiver or modification of rights hereunder. No waiver or modification hereunder shall be effective unless the same is in writing and signed by the party against whom it is sought.

The invalidity of any one of the covenants, agreements, conditions or provisions of this Agreement, or any portion thereof, shall not affect the remaining portions thereof, or any part thereof, and this Agreement shall be modified to substitute in lieu of the invalid provision, a like and valid provision which reflects the agreement of the parties with respect to the covenant, agreement, condition, or provision which has been deemed invalid.

This Agreement, together with all of the exhibits attached hereto (each of which is incorporated herein by reference), constitutes the entire agreement and understanding between Grantor and Grantee relating to the subject matter hereof and may not be amended, waived, or discharged except by instrument in writing executed by the party against which enforcement of such amendment, waiver, or discharge is sought.

All notices, requests, demands or other communications hereunder shall be in writing and shall be delivered by personal delivery, overnight mail or delivery service, or United States registered or certified mail, return receipt requested, postage prepaid, addressed to either Grantor or Grantee as applicable, using the address then currently showing in the real property tax records for Dallas County, Texas.

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without principles of conflicts of laws thereof. The courts of Texas, located in Dallas County, Texas, shall have exclusive jurisdiction to hear any claim between the parties in connection with the Agreement, and the parties submit to the jurisdiction and venue of such courts.

This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall constitute a single instrument.

Grantee covenants and agrees to maintain or cause to be maintained, at its sole cost and expense, the following minimum commercial general liability insurance coverage on an "occurrence basis": personal and bodily injury and damage to the Grantor Property of \$1,000,000.00 per occurrence, with an annual aggregate limit of \$2,000,000.00. Grantee shall name Grantor as an additional insured on such policies of insurance, and all such policies shall contain a full waiver of subrogation clause.

Grantee hereby indemnifies, holds harmless and agrees to defend Grantor from and against any and all claims, demands, costs (including, without limitation, attorneys' fees and court costs), damages, and other liabilities for liens, personal injury, including death, or physical damage to property and any other losses arising from the exercise by Grantee or anyone claiming by, through or under Grantee of the rights granted Grantee under this Agreement or the failure of Grantee, or any of Grantee's contractors, agents and employees, to perform Grantee's obligations hereunder, except to the extent caused by the gross negligence or willful misconduct of Grantor, its agents, employees or contractors. Notwithstanding anything to the contrary in this Agreement, this paragraph shall survive the expiration and termination of this Agreement and the termination from time to time of any easement granted hereunder.

This Agreement shall be binding upon and inure to the benefit of Grantor and Grantee, and their respective heirs, successors and assigns. This Agreement shall, where applicable, remain in force and effect and shall survive the completion of the work contemplated by the

Agreement. All obligations of Grantee hereunder may be performed by any assignee or designee of Grantee.

TO HAVE AND TO HOLD, the said easement unto Grantee, its successors and/or assigns forever.

[SIGNATURE PAGE FOLLOWS]

GRANTEE:

City of Lancaster, Texas

By: Opal Mauldin-Jones

Title: City Manager

Date: _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on, 2021, by Opal Mauldin-Jones (personally known to me or proved to me through as identification), City Manager of the City of Lancaster, Texas, a municipality in the State of Texas, in the capacity therein stated, for and on behalf of said municipality.

Given under my hand and seal of office this ____ day of _____, 2019.

Notary Public, State of Texas

Printed/Typed Name

My Commission Expires:_____

IN WITNESS WHEREOF, Grantor has hereunto set his hand and affixed his seal, the day and year first above written.

GRANTOR:

PME OAKMONT LANCASTER, LLC, a Delaware limited liability company

By: Oakmont Pacolet National Partners , LLC, a Delaware limited liability company, its Sole Member

By: OIG V, LLC, a Georgia limited liability company, its Managing Member

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, Authorized Signatory of OIG V, LLC, a Georgia limited liability company, the Managing Member of Oakmont Pacolet National Partners, LLC, a Delaware limited liability company, the Sole Member of PME Oakmont Lancaster, LLC, a Delaware limited liability company, on behalf of said limited liability company.

Notary Public
My Commission Expires: _____

CONSENT AND SUBORDINATION OF LENDER

The undersigned, being the holder of that certain Construction Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated August 31, 2020, recorded on September 3, 2020 as Instrument # 202000240009, Dallas County, Texas records (the “**Security Deed**”) does hereby consent to the grant and conveyance of those certain easements (the “**Easements**”) as contained in the foregoing Non-Exclusive Water Easement from PME Oakmont Lancaster, LLC, a Delaware limited liability company, to the City of Lancaster (the “**Easement**”) to be recorded in the aforesaid records, and the undersigned does hereby further agree that said Security Deed and all other documents evidencing or relating to the indebtedness described in and secured thereby shall be and are subordinate and subject in all respects to the Easement, and the Easement shall not be canceled or terminated by any foreclosure of the Security Deed or such other documents.

IN WITNESS WHEREOF, the undersigned has set its hand and seal on this ____ day of _____, 2021.

LENDER:
BOKF, NA dba Bank of Texas

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, _____ of BOKF, NA dba Bank of Texas, on behalf of said company.

Notary Public
My Commission Expires: _____

EXHIBIT A-1

EASEMENT PROPERTY
20-FOOT WIDE WATER EASEMENT

Part of
Wintergreen/HS Partners, Ltd. Tract
William Howerton Survey, Abstract No. 559
City of Lancaster, Dallas County, Texas

DESCRIPTION, of a 25.414 acre (1,107,017 square foot) tract of land situated in the William Howerton Survey, Abstract No. 559, Dallas County, Texas; said tract being part of that certain tract of land described in Special Warranty Deed to Wintergreen/HS Partners, Ltd. recorded in Instrument No. 201700051852 of the Official Public Records of Dallas County Texas; said 25.414 acre tract being more particularly described as follows (Bearing system for this survey is based on the Texas State plane Coordinate System, North American Datum of 1983 (2011), North Central Texas, Zone 4202. Distances shown have been scaled to surface using TxDOT Dallas County combined scale factor of 1.000136506):

COMMENCING, at a 3/8-inch iron rod found for corner in the south line of that certain tract of land described in Special Warranty Deed to Denton Town Center Partners, LP recorded in Instrument No. 201400139842 of said Official Public Records; said point being the northwest corner of Lot 1, Block A, Park 20, an addition to the City of Lancaster, Texas according to the plat recorded in Instrument No. 201600131565 of said Official Public Records and the northeast corner of said Wintergreen/HS Partners, Ltd. tract;

THENCE, South 88 degrees, 19 minutes, 05 seconds West, along the said south line of Denton Town Center Partners, LP tract and a north line of said Wintergreen/HS Partners, Ltd. tract, a distance of 103.86 feet to the **POINT OF BEGINNING**;

THENCE, departing the said south line of Denton Town Center Partners, LP tract and the said north line of said Wintergreen/HS Partners, Ltd. tract and over and across said Wintergreen/HS Partners, Ltd. tract, the following fifteen (15) calls:

South 00 degrees, 02 minutes, 55 seconds West, a distance of 376.84 feet to a point for corner;
South 45 degrees, 00 minutes, 00 seconds West, a distance of 17.27 feet to a point for corner;
South 00 degrees, 03 minutes, 55 seconds West, a distance of 245.57 feet to a point for corner;
South 89 degrees, 56 minutes, 05 seconds East, a distance of 38.20 feet to a point for corner;
South 00 degrees, 03 minutes, 55 seconds West, a distance of 20.00 feet to a point for corner;
North 89 degrees, 56 minutes, 05 seconds West, a distance of 38.20 feet to a point for corner;
South 00 degrees, 03 minutes, 55 seconds West, a distance of 324.68 feet to a point for corner;
South 89 degrees, 56 minutes, 05 seconds East, a distance of 38.20 feet to a point for corner;
South 00 degrees, 03 minutes, 55 seconds West, a distance of 20.00 feet to a point for corner;
North 89 degrees, 56 minutes, 05 seconds West, a distance of 38.20 feet to a point for corner;
South 00 degrees, 03 minutes, 55 seconds West, a distance of 316.00 feet to a point for corner;
South 89 degrees, 56 minutes, 05 seconds East, a distance of 38.20 feet to a point for corner;
South 00 degrees, 03 minutes, 55 seconds West, a distance of 20.00 feet to a point for corner;
North 89 degrees, 56 minutes, 05 seconds West, a distance of 38.20 feet to a point for corner;

20-FOOT WIDE WATER EASEMENT
(Continued)

South 00 degrees, 03 minutes, 55 seconds West, a distance of 331.57 feet to a point for corner; said point being in the north line of that certain tract of land described as "Tract 1" in Warranty Deed to the City of Dallas, Texas recorded in Instrument No. 200900030950 of said Official Public Records and in the south line of said Wintergreen/HS Partners, Ltd. tract;

THENCE, South 89 degrees, 08 minutes, 12 seconds West, along the said north line of said "Tract 1" and the said south line of said Wintergreen/HS Partners, Ltd. tract, a distance of 20.00 feet to a point for corner;

THENCE, in northerly direction, departing the said north line of said "Tract 1" and the said south line of said Wintergreen/HS Partners, Ltd. tract, over and across said Wintergreen/HS Partners, Ltd. tract, the following eight (8) calls:

- North 00 degrees, 03 minutes, 55 seconds East, a distance of 27.89 feet to a point for corner;
- North 89 degrees, 56 minutes, 05 seconds West, a distance of 331.05 feet to a point for corner;
- South 00 degrees, 03 minutes, 55 seconds West, a distance of 23.50 feet to a point for corner;
- North 89 degrees, 56 minutes, 05 seconds West, a distance of 10.00 feet to a point for corner;
- North 00 degrees, 03 minutes, 55 seconds East, a distance of 23.50 feet to a point for corner;
- North 89 degrees, 56 minutes, 05 seconds West, a distance of 469.55 feet to a point for corner;
- North 43 degrees, 26 minutes, 11 seconds West, a distance of 34.43 feet to a point for corner;
- North 00 degrees, 03 minutes, 55 seconds East, a distance of 1,370.33 feet to a point for corner in the south right-of-way line of West Drive (a variable width right-of-way); said point being in a said northerly line of Wintergreen/HS Partners, Ltd. tract;

THENCE, North 88 degrees, 19 minutes, 50 seconds East, along the said south line of West Drive and the said northerly line of Wintergreen/HS Partners, Ltd. tract, a distance of 20.01 feet to a point for corner;

THENCE, departing the said south line of West Drive and the said northerly line of Wintergreen/HS Partners, Ltd. tract and over and across said Wintergreen/HS Partners, Ltd. tract, the following fifteen (15) calls:

- South 00 degrees, 03 minutes, 55 seconds West, a distance of 114.91 feet to a point for corner;
 - South 89 degrees, 56 minutes, 05 seconds East, a distance of 234.47 feet to a point for corner;
 - North 00 degrees, 05 minutes, 53 seconds East, a distance of 4.00 feet to a point for corner;
 - South 89 degrees, 56 minutes, 05 seconds East, a distance of 10.00 feet to a point for corner;
 - South 00 degrees, 05 minutes, 52 seconds West, a distance of 4.00 feet to a point for corner;
 - South 89 degrees, 56 minutes, 05 seconds East, a distance of 272.66 feet to a point for corner;
 - North 00 degrees, 03 minutes, 55 seconds East, a distance of 4.00 feet to a point for corner;
 - South 89 degrees, 56 minutes, 05 seconds East, a distance of 10.00 feet to a point for corner;
-

20-FOOT WIDE WATER EASEMENT
(Continued)

South 00 degrees, 03 minutes, 55 seconds West, a distance of 4.00 feet to a point for corner;
South 89 degrees, 56 minutes, 05 seconds East, a distance of 214.37 feet to a point for corner;
North 00 degrees, 03 minutes, 55 seconds East, a distance of 4.00 feet to a point for corner;
South 89 degrees, 56 minutes, 05 seconds East, a distance of 10.00 feet to a point for corner;
South 00 degrees, 03 minutes, 55 seconds West, a distance of 4.00 feet to a point for corner;
South 89 degrees, 56 minutes, 05 seconds East, a distance of 75.00 feet to a point for corner;
North 00 degrees, 02 minutes, 55 seconds East, a distance of 357.71 feet to a point for corner;
said point being on the said south line of Denton Town Center Partners, LP tract and a north line
of said Wintergreen/HS Partners, Ltd. tract;

THENCE, North 88 degrees, 19 minutes, 05 seconds East, along the said south line of Denton Town Center Partners, LP tract and a north line of said Wintergreen/HS Partners, Ltd. tract, a distance of feet to the **POINT OF BEGINNING**;

CONTAINING, 1,107,017 square feet or 25.414 acre of land, more or less.
SAVE AND EXCEPT THE FOLLOWING DESCRIBED TRACT OF LAND (Description 2):

DESCRIPTION, of a 23.153 (1,008,563 square foot) acre tract of land situated in the William Howerton Survey, Abstract No. 559, Dallas County, Texas; said tract being part of that certain tract of land described in Special Warranty Deed to Wintergreen/HS Partners, Ltd. recorded in Instrument No. 201700051852 of the Official Public Records of Dallas County, Texas; said 23.153 acre tract being more particularly described as follows (Bearing system for this survey is based on the Texas State plane Coordinate System, North American Datum of 1983 (2011), North Central Texas, Zone 4202. Distances shown have been scaled to surface using TxDOT Dallas County combined scale factor of 1.000136506):

COMMENCING, at a 3/8-inch iron rod found for corner in the south line of that certain tract of land described in Special Warranty Deed to Denton Town Center Partners, LP recorded in Instrument No. 201400139842 of said Official Public Records; said point being the northwest corner of Lot 1, Block A, Park 20, an addition to the City of Lancaster, Texas according to the plat recorded in Instrument No. 201600131565 of said Official Public Records and the northeast corner of said Wintergreen/HS Partners, Ltd. tract;

THENCE, South 88 degrees, 19 minutes, 05 seconds West, along the said south line of Denton Town Center Partners, LP tract and the north line of said Wintergreen/HS Partners, Ltd. tract, a distance of 103.86 feet to a point for corner;

THENCE, departing the said south line of Denton Town Center Partners, LP tract and the said north line of said Wintergreen/HS Partners, Ltd. tract and over and across said Wintergreen/HS Partners, Ltd. tract over and across said Wintergreen/HS Partners, Ltd. tract, the following thirty eight (38) calls:

South 00 degrees, 03 minutes, 55 seconds West, a distance of 376.84 feet to a point for corner;
North 87 degrees, 26 minutes, 17 seconds West, a distance of 32.23 feet to the **POINT OF BEGINNING**;
South 00 degrees, 03 minutes, 55 seconds West, a distance of 1,241.00 feet to a point for corner;
North 89 degrees, 56 minutes, 05 seconds West, a distance of 45.00 feet to a point for corner;
North 00 degrees, 02 minutes, 36 seconds West, a distance of 3.00 feet to a point for corner;

20-FOOT WIDE WATER EASEMENT
(Continued)

North 89 degrees, 56 minutes, 05 seconds West, a distance of 9.99 feet to a point for corner;
South 00 degrees, 03 minutes, 55 seconds West, a distance of 3.00 feet to a point for corner;
North 89 degrees, 56 minutes, 05 seconds West, a distance of 7.80 feet to a point for corner;
North 00 degrees, 03 minutes, 55 seconds East, a distance of 40.00 feet to a point for corner;
North 89 degrees, 56 minutes, 05 seconds West, a distance of 20.00 feet to a point for corner;
South 00 degrees, 03 minutes, 55 seconds West, a distance of 40.00 feet to a point for corner;
North 89 degrees, 56 minutes, 05 seconds West, a distance of 542.34 feet to a point for corner;
North 00 degrees, 02 minutes, 36 seconds West, a distance of 3.00 feet to a point for corner;
North 89 degrees, 56 minutes, 05 seconds West, a distance of 9.99 feet to a point for corner;
South 00 degrees, 06 minutes, 32 seconds West, a distance of 3.00 feet to a point for corner;
North 89 degrees, 56 minutes, 05 seconds West, a distance of 166.86 feet to a point for corner;
North 43 degrees, 26 minutes, 11 seconds West, a distance of 17.86 feet to a point for corner;
North 00 degrees, 03 minutes, 55 seconds East, a distance of 233.18 feet to a point for corner;
South 89 degrees, 56 minutes, 05 seconds East, a distance of 6.00 feet to a point for corner;
North 00 degrees, 03 minutes, 55 seconds East, a distance of 10.00 feet to a point for corner;
North 89 degrees, 56 minutes, 05 seconds West, a distance of 6.00 feet to a point for corner;
North 00 degrees, 03 minutes, 55 seconds East, a distance of 290.00 feet to a point for corner;
South 89 degrees, 56 minutes, 05 seconds East, a distance of 6.32 feet to a point for corner;
North 00 degrees, 03 minutes, 55 seconds East, a distance of 10.00 feet to a point for corner;
North 89 degrees, 56 minutes, 05 seconds West, a distance of 6.32 feet to a point for corner;
North 00 degrees, 03 minutes, 55 seconds East, a distance of 290.00 feet to a point for corner;
South 89 degrees, 56 minutes, 05 seconds East, a distance of 6.64 feet to a point for corner;
North 00 degrees, 03 minutes, 55 seconds East, a distance of 10.00 feet to a point for corner;
North 89 degrees, 56 minutes, 05 seconds West, a distance of 6.64 feet to a point for corner;
North 00 degrees, 03 minutes, 55 seconds East, a distance of 330.80 feet to a point for corner;
South 89 degrees, 56 minutes, 05 seconds East, a distance of 20.00 feet to a point for corner;
North 00 degrees, 03 minutes, 55 seconds East, a distance of 20.00 feet to a point for corner;
North 89 degrees, 56 minutes, 05 seconds West, a distance of 20.00 feet to a point for corner;

(Continued)

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the easement tract described.

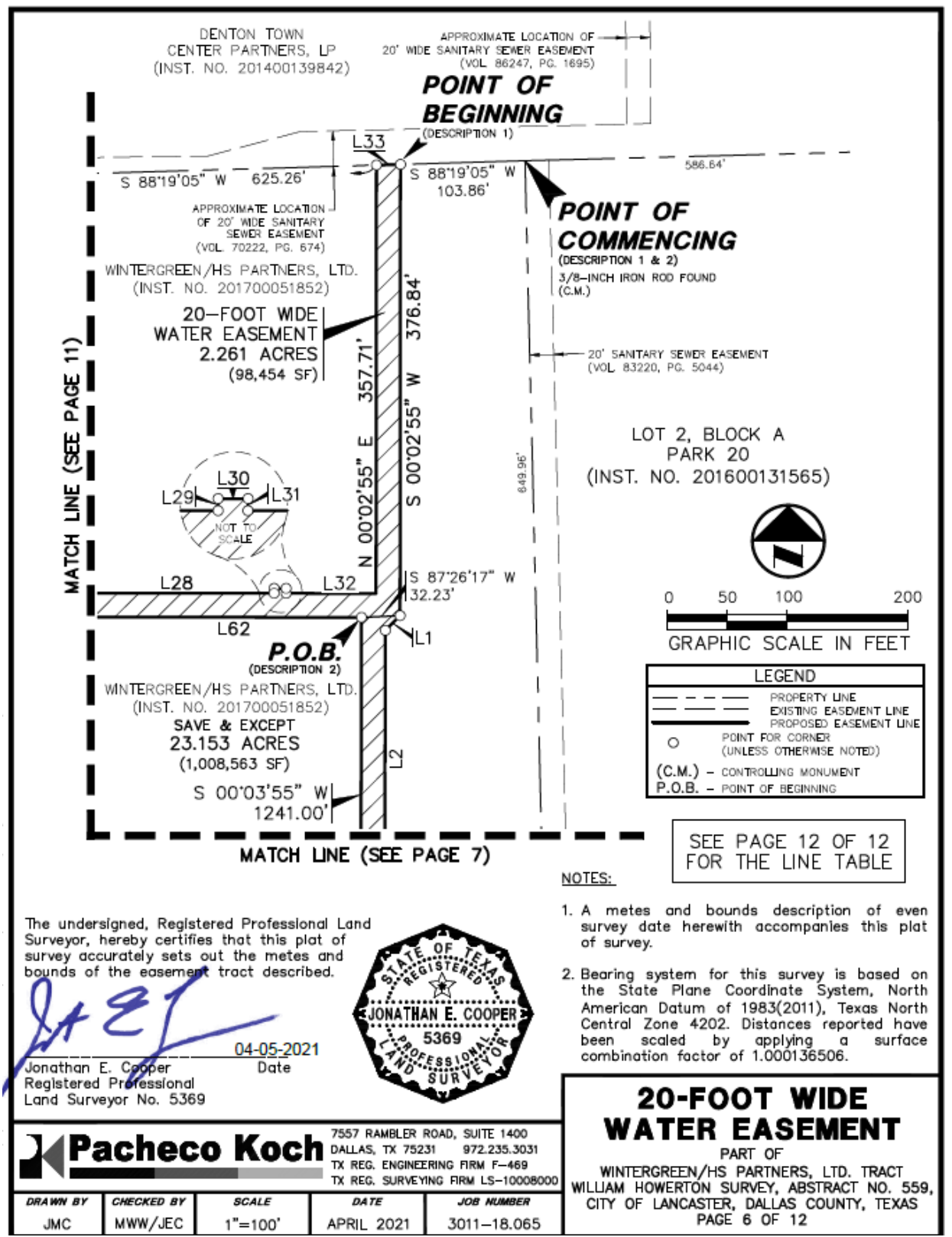
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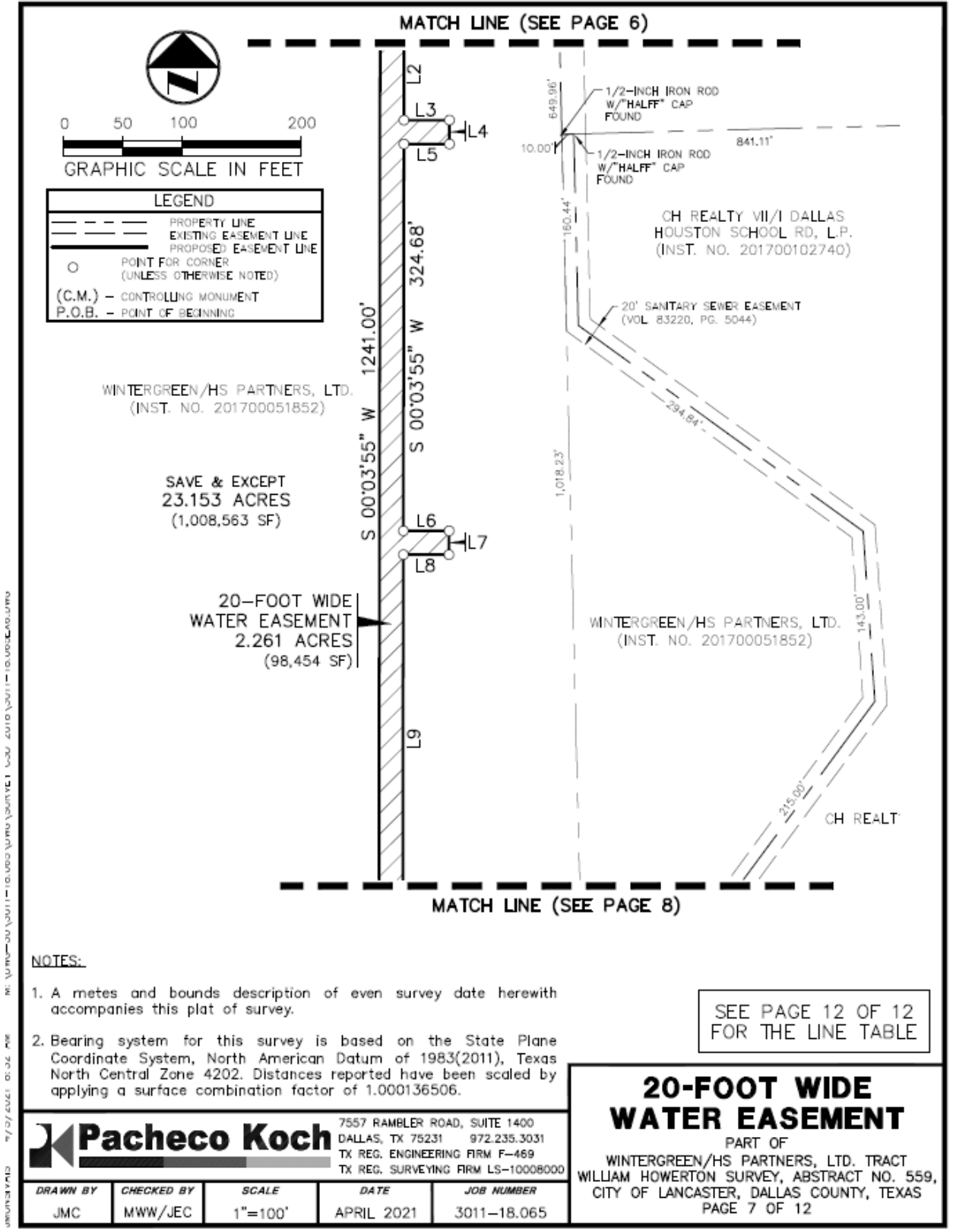


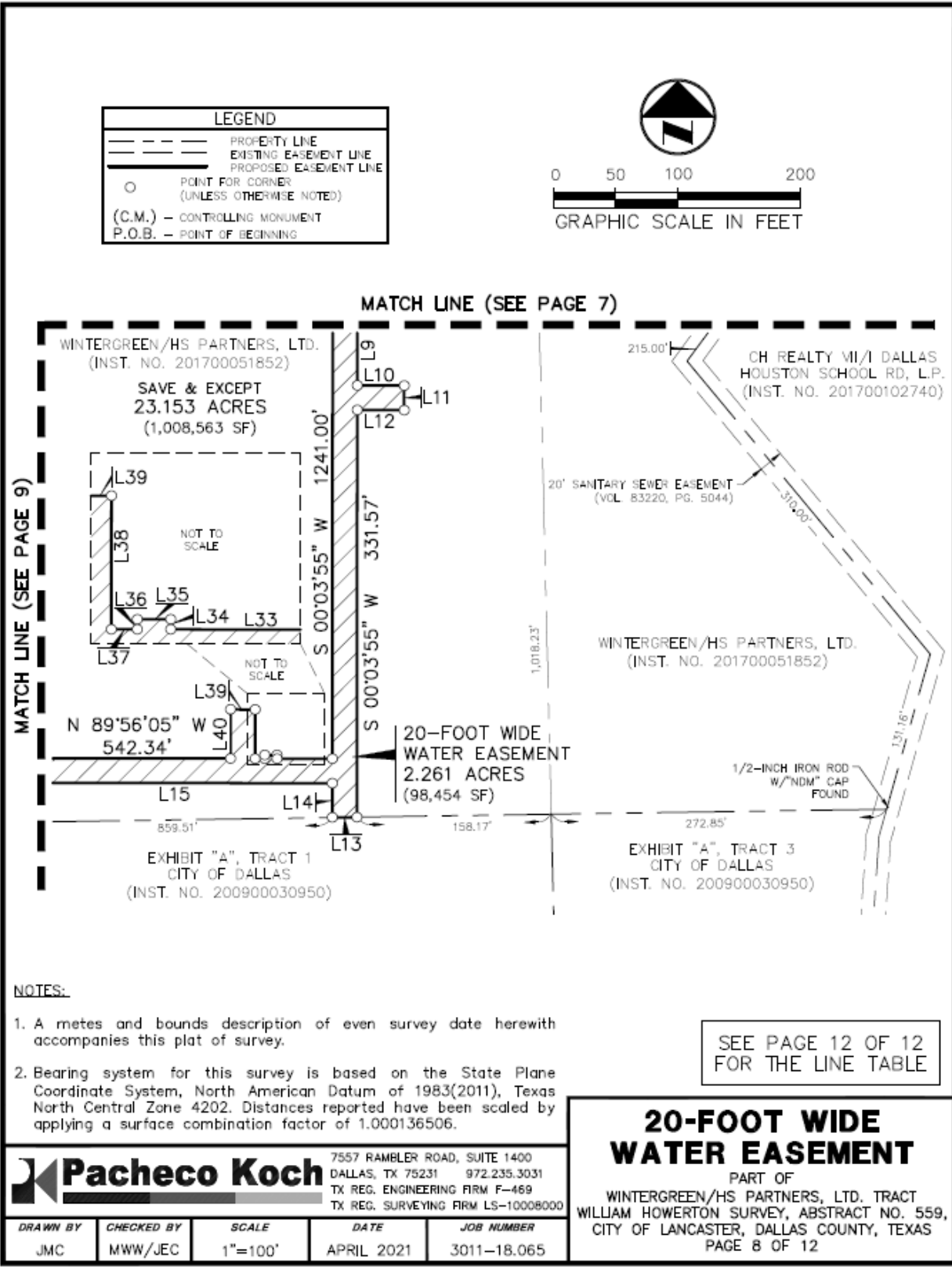
3011-18.065EX6.doc
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EXHIBIT A-2

Easement Property Plat







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LINE TABLE					
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	S 45°00'00" W	17.27'	L33	N 88°19'05" E	20.01'
L2	S 00°03'55" W	245.57'	L34	N 00°02'36" W	3.00'
L3	S 89°56'05" E	38.20'	L35	N 89°56'05" W	9.99'
L4	S 00°03'55" W	20.00'	L36	S 00°03'55" W	3.00'
L5	N 89°56'05" W	38.20'	L37	N 89°56'05" W	7.80'
L6	S 89°56'05" E	38.20'	L38	N 00°03'55" E	40.00'
L7	S 00°03'55" W	20.00'	L39	N 89°56'05" W	20.00'
L8	N 89°56'05" W	38.20'	L40	S 00°03'55" W	40.00'
L9	S 00°03'55" W	316.00'	L41	N 00°02'36" W	3.00'
L10	S 89°56'05" E	38.20'	L42	N 89°56'05" W	9.99'
L11	S 00°03'55" W	20.00'	L43	S 00°06'32" W	3.00'
L12	N 89°56'05" W	38.20'	L44	N 89°56'05" W	166.86'
L13	S 89°08'12" W	20.00'	L45	N 43°26'11" W	17.86'
L14	N 00°03'55" E	27.89'	L46	S 89°56'05" E	6.00'
L15	N 89°56'05" W	331.05'	L47	N 00°03'55" E	10.00'
L16	S 00°03'55" W	23.50'	L48	N 89°56'05" W	6.00'
L17	N 89°56'05" W	10.00'	L49	S 89°56'05" E	6.32'
L18	N 00°03'55" E	23.50'	L50	N 00°03'55" E	10.00'
L19	N 43°26'11" W	34.43'	L51	N 89°56'05" W	6.32'
L20	N 88°19'50" E	20.01'	L52	S 89°56'05" E	6.64'
L21	S 00°03'55" W	114.91'	L53	N 00°03'55" E	10.00'
L22	N 00°05'53" E	4.00'	L54	N 89°56'05" W	6.64'
L23	S 89°56'05" E	10.00'	L55	S 89°56'05" E	20.00'
L24	S 00°05'52" W	4.00'	L56	N 00°03'55" E	20.00'
L25	N 00°03'55" E	4.00'	L57	N 89°56'05" W	20.00'
L26	S 89°56'05" E	10.00'	L58	N 00°03'55" E	34.06'
L27	S 00°03'55" W	4.00'	L59	S 00°03'55" W	22.69'
L29	N 00°03'55" E	4.00'	L60	S 89°56'05" E	20.00'
L30	S 89°56'05" E	10.00'	L61	N 00°03'55" E	22.69'
L31	S 00°03'55" W	4.00'	L62	S 89°56'05" E	313.81'
L32	S 89°56'05" E	75.00'			



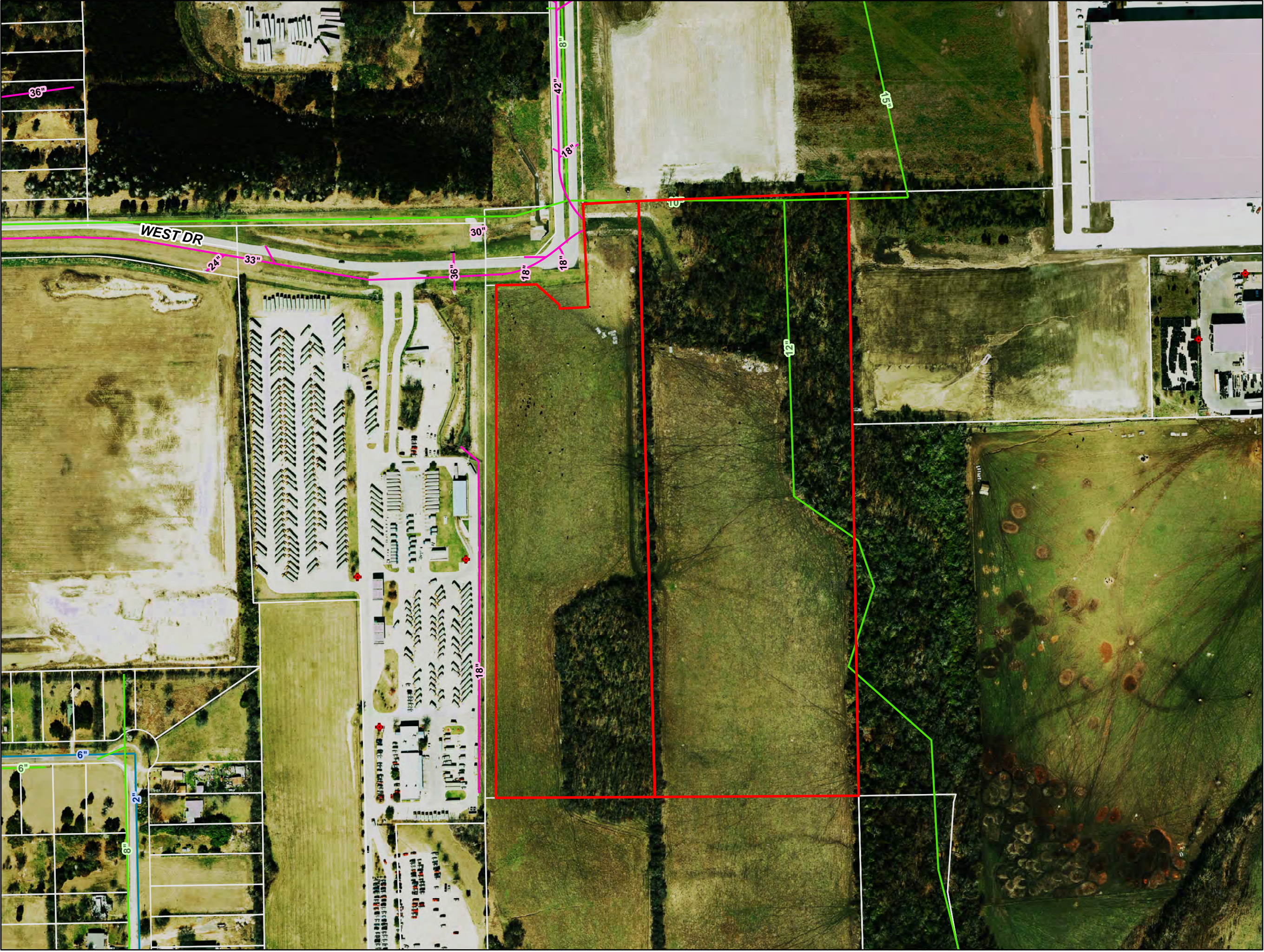
7557 RAMBLER ROAD, SUITE 1400
DALLAS, TX 75231 972.235.3031
TX REG. ENGINEERING FIRM F-469
TX REG. SURVEYING FIRM LS-10008000

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
JMC	MWW/JEC	NONE	APRIL 2021	3011-18.065

20-FOOT WIDE
WATER EASEMENT

PART OF
WINTERGREEN/HS PARTNERS, LTD. TRACT
WILLIAM HOWERTON SURVEY, ABSTRACT NO. 559,
CITY OF LANCASTER, DALLAS COUNTY, TEXAS
SHEET 12 OF 12

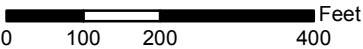
SEC of West Dr and Longhorn Dr
Zoned: Light Industrial



- Fire Hydrants
- StreetsNonCity
- Storm Sewer Lines
- Sewer Lines
- Water Lines
- Parcels
- FEMA 100yr Floodplain



DISCLAIMER / LIMITATION OF LIABILITY
The information on this map is provided by the City of Lancaster's GIS (Geographic Information System) Division as a public service. The GIS Division is continually updating the data and attempting to provide the most accurate information possible. Such information is intended for reference only. It is the responsibility of the user to confirm any discrepancies in the data. The City of Lancaster does not guarantee the accuracy of the information, data or maps. All information is provided "As-Is" without warranty of any kind.



CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting

10.

Meeting Date: 08/23/2021

Policy Statement: This request supports the City Council 2020-2021 Policy Agenda

Goal(s): Effective Municipal Operations
Healthy, Safe & Engaged Community

Submitted by: Sorangel O. Arenas, City Secretary

Agenda Caption:

Discuss and consider appointments to the Animal Shelter Advisory Board.

Background:

On March 22, 2021, the City Council considered its annual appointments to the various Boards and Commissions. During the time the appointments were made the City of Hutchins did not have names to submit for consideration; however, recently the City of Hutchins submitted an application for Freddie Chism.

Operational Considerations:

Animal Shelter Advisory Board

Please note that there are state requirements for appointment to the Animal Shelter Advisory Board. Under Section 823.005 of the Texas Health and Safety Code, a municipality in which an animal shelter is located is required to appoint an advisory committee to assist in complying with state requirements.

Under the state code, the advisory committee must be composed of at least:

- one (1) licensed veterinarian
- one (1) municipal officer
- one (1) person whose duties include the daily operation of animal shelter
- one (1) representative from an animal welfare organization

Member	Role/Capacity	Term Expires
Dr. Caroline Brown	Veterinarian*	2022
Todd McGehee	Involved in operations of shelter*	2022
Fabrice Kabona	Municipal officer*	2021
Stacey Jaglowski	Regular position	2021
Carol DeLaRosa-Green	Animal welfare*	2021
Vacant	alternate	2021

*state requirement

The City of Lancaster entered into an agreement with the City of Hutchins to provide shelter services. City Council approved resolution 2017-03-12, which stipulates in Exhibit "A" that "The Shelter Advisory Board shall consist of six active members, including the veterinarian board member as required by state law. The Board shall be composed of three members from each City/Party." The City of Hutchins submitted Freddie Chisim for consideration. After annual appointments, only the alternate position remains vacant.

Options/Alternatives:

1. City Council may appoint Mr.Chisim.
2. City Council may delay making an appointment.
3. City Council may leave any regular position, or alternate position, unfilled at this time.

Recommendation:

Boards and Commissions appointments are solely at Council's pleasure.

Attachments

Application

Board Application Form

Select the Board,
Commission, or Committee
applying for

Animal Shelter Advisory Committee

Personal Information

First Name Freddie

Last Name Chism

Address 127 Crestridge Dr

City Hutchins

State Texas

Zip 75141

Length of Residency 127 Crestridge Dr 40 years

Home Phone Number 12145647109

Email Address fchism2016@yahoo.com

Occupation Transportation Supervisor Dallas School.

Organization Membership Information

Have you ever served as a
member of any Lancaster
Boards, Commissions, or
Committees?

No

If yes, which

Field not completed.

Please list any particular
qualifications you feel
would be beneficial to
serving on any particular
board or commission.

I have served on the Hutchins Texas City council for over 15
years

Please Enter Basic Resume
Information Below

I attended Dallas public school , Has a Diploma in Educational
Ministries from D, Edwin Johnson Seminary. i have been
employed with the DISD for 25 years. Was a member of the
Hutchins City council

Disclosure of Personal
Information

I ALLOW public access to my personal information

To be an effective member of a Board or Commission, you must be willing to attend
and participate in all scheduled meetings.

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting

11.

Meeting Date: 08/23/2021

Policy Statement: This request supports the City Council 2021-2022 Policy Agenda

Goal(s): Financially Sound Government

Submitted by: Fabrice Kabona, Deputy City Manager

Agenda Caption:

Discuss and consider the proposed FY 2021/2022 tax rate of \$0.769287 per \$100 assessed valuation, receive related tax calculation documents, take record vote to consider a tax rate to increase total tax revenues from properties on the tax roll in the previous year, and set public hearing dates on the proposed tax rate.

Background:

Pursuant to Truth-in-Taxation requirements, and following receipt of tax calculations from Dallas County Tax office, the governing body must take a record vote approving the proposed tax rate. The governing body must also set and announce the date, time, and location of any required public hearings to consider the tax rate.

On Friday, July 23, 2021, the Dallas Central Appraisal District (DCAD) released the Certified Values of properties within the City of Lancaster. This data was utilized to calculate the no-new-revenue tax rate (effective rate) and voter-approval (roll-back) tax rate for the 2021/2022 fiscal year.

The City of Lancaster experienced an increase of 18.71% in taxable property values over the previous fiscal year values.

City of Lancaster Tax Rate Comparison (per \$100 assessed valuation)

Tax Rate Comparison	FY 2010/2021	FY 2021/2022
Certified Values	\$3,009,367,773	\$3,572,339,009
Voter-Approval Tax Rate	\$0.822966	\$0.769287
No-New-Revenue Tax Rate	\$0.788948	\$0.764311
Proposed Tax Rate	\$0.819736	\$0.769287

The City Manager's proposed budget will raise more total revenue from property taxes than last year's budget.

Fund	FY 2021 Budget	FY 2022 Proposed Budget
General Fund	\$30,844,725	\$34,559,160
G.O. Debt Service	\$7,001,061	\$6,535,395
Street Maintenance	\$808,835	\$893,084
WaterWastewater	\$17,886,297	\$18,793,019

Airport	\$507,000	\$444,500
Hotel/Motel	\$144,661	\$154,658
LEDC/4A	\$1,139,078	\$1,322,363
LRDC/4B	\$2,839,583	\$3,160,075
Golf Course	\$629,741	\$896,972
Sanitation	\$2,589,310	\$2,666,105
E911	\$257,400	\$260,596
Stormwater	\$1,595,682	\$1,640,237
Total	\$66,243,373	\$71,326,164

Recommendation:

Staff recommends that City Council take a record vote on the proposal to consider a tax rate that will result in an increase in total revenues from properties on the tax roll in the previous year. City Council will also announce the date, time and location of the public hearing regarding the proposed tax rate.

The public hearings are scheduled for Monday, September 13, 2021 and Monday, September 20, 2021 at 7:00 p.m. at the Lancaster Municipal Center, 211 North Henry Street, Lancaster, Texas 75146.

Attachments

Tax Calculation Worksheet

2021 Tax Rate Calculation Worksheet

Date: 07/30/2021 02:56 PM

Taxing Units Other Than School Districts or Water Districts

City of Lancaster

972.218.1300

Taxing Unit Name

Phone (area code and number)

211 N. Henry St., Lancaster, TX 75146

www.lancaster-tx.com

Taxing Unit's Address, City, State, ZIP Code

Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the No-New-Revenue (NNR) tax rate and Voter-Approval tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School Districts without Chapter 313 Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 Agreements*.

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet*.

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

No-New-Revenue Tax Rate Worksheet

Amount/Rate

1. 2020 total taxable value. Enter the amount of 2020 taxable value on the 2020 tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17).¹

\$3,188,790,732

2. 2020 tax ceilings. Counties, cities and junior college districts. Enter 2020 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing units adopted the tax ceiling provision in 2020 or a prior year for homeowners age 65 or older or disabled, use this step.²

\$0

3. Preliminary 2020 adjusted taxable value. Subtract Line 2 from Line 1.

\$3,188,790,732

4. 2020 total adopted tax rate.

\$0.819736/\$100

5. 2020 taxable value lost because court appeals of ARB decisions reduced 2020 appraised value.

A. Original 2020 ARB values:

\$72,741,370

OMG 8/4/2021

B. 2020 values resulting from final court decisions:	\$70,205,020
C. 2020 value loss. Subtract B from A. ³	\$2,536,350
6. 2020 taxable value subject to an appeal under Chapter 42, as of July 25.	
A. 2020 ARB certified value:	\$223,460,240
B. 2020 disputed value:	\$101,384,339
C. 2020 undisputed value. Subtract B from A. ⁴	\$122,075,901
7. 2020 Chapter 42 related adjusted values Add Line 5C and Line 6C.	\$124,612,251
8. 2020 taxable value, adjusted for actual and potential court-ordered adjustments. Add Line 3 and Line 7.	\$3,313,402,983
9. 2020 taxable value of property in territory the taxing unit deannexed after Jan. 1, 2020. Enter the 2020 value of property in deannexed territory. ⁵	\$0
10. 2020 taxable value lost because property first qualified for an exemption in 2021. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in 2021 does not create a new exemption or reduce taxable value.	
A. Absolute exemptions. Use 2020 market value:	\$190,793
B. Partial exemptions. 2021 exemption amount or 2021 percentage exemption times 2020 value:	\$2,452,000
C. Value loss. Add A and B. ⁵	\$2,642,793
11. 2020 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2021. Use only properties that qualified in 2021 for the first time; do not use properties that qualified in 2020.	
A. 2020 market value:	\$100,000
B. 2021 productivity or special appraised value:	\$800
C. Value loss. Subtract B from A. ⁷	\$99,200
12. Total adjustments for lost value. Add lines 9, 10C and 11C.	\$2,741,993
13. 2020 captured value of property in a TIF. Enter the total value of 2020 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which 2020 taxes were deposited into the tax increment fund. ⁸ If the taxing unit has no captured appraised value in line 18D, enter 0.	\$0
14. 2020 total value. Subtract Line 12 and Line 13 from Line 8.	\$3,310,660,990
15. Adjusted 2020 total levy. Multiply Line 4 by Line 14 and divide by \$100.	\$27,138,679
16. Taxes refunded for years preceding tax year 2020. Enter the amount of taxes refunded	\$378,388

by the taxing unit for tax years preceding tax year 2020. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2020. This line applies only to tax years preceding tax year 2020. ⁸	
17. Adjusted 2020 levy with refunds and TIF adjustment. Add Lines 15 and 16. ¹⁰	\$27,517,067
18. Total 2021 taxable value on the 2021 certified appraisal roll today. This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled. ¹¹ A. Certified values: B. Counties: Include railroad rolling stock values certified by the Comptroller's office: C. Pollution control and energy storage system exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: D. Tax increment financing: Deduct the 2021 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2021 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 23 below. ¹² E. Total 2021 value. Add A and B, then subtract C and D.	 \$3,572,339,009 \$0 \$0 \$7,323,588 \$3,565,015,421
19. Total value of properties under protest or not included on certified appraisal roll. ¹³ A. 2021 taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. ¹⁴ B. 2021 value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about, but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. ¹⁵ C. Total value under protest or not certified: Add A and B.	 \$73,686,688 \$0 \$73,686,688
20. 2021 tax ceilings. Counties, cities and junior colleges enter 2021 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing units adopted the tax ceiling provision in 2020 or a prior year for homeowners age 65 or older or disabled, use this step. ¹⁶	\$0
21. 2021 total taxable value. Add Lines 18E and 19C. Subtract Line 20. ¹⁷	\$3,638,702,109

22. Total 2021 taxable value of properties in territory annexed after Jan. 1, 2020. Include both real and personal property. Enter the 2021 value of property in territory annexed. ¹⁸	\$0
23. Total 2021 taxable value of new improvements and new personal property located in new improvements. New means the item was not on the appraisal roll in 2020. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, 2020, and be located in a new improvement. New improvements do include property on which a tax abatement agreement has expired for 2021. ¹⁹	\$38,459,378
24. Total adjustments to the 2021 taxable value. Add Lines 22 and 23.	\$38,459,378
25. Adjusted 2021 taxable value. Subtract Line 24 from Line 21.	\$3,600,242,731
26. 2021 NNR tax rate. Divide Line 17 by Line 25 and multiply by \$100. ²⁰	\$0.764311/\$100
27. COUNTIES ONLY. Add together the NNR tax rates for each type of tax the county levies. The total is the 2021 county NNR tax rate. ²¹	

¹Tex. Tax Code Section 26.012(14)

²Tex. Tax Code Section 26.012(14)

³Tex. Tax Code Section 26.012(13)

⁴Tex. Tax Code Section 26.012(13)

⁵Tex. Tax Code Section 26.012(15)

⁶Tex. Tax Code Section 26.012(15)

⁷Tex. Tax Code Section 26.012(13)

⁸Tex. Tax Code Section 26.012(13)

⁹Tex. Tax Code Section 26.03(c)

¹⁰Tex. Tax Code Section 26.012(13)

¹¹Tex. Tax Code Section 26.012,26.04(c-2)

¹²Tex. Tax Code Section 26.03(c)

¹³Tex. Tax Code Section 26.01(c) and (d)

¹⁴Tex. Tax Code Section 26.01(c)

¹⁵Tex. Tax Code Section 26.01(d)

¹⁶Tex. Tax Code Section 26.012(6)(b)

¹⁷Tex. Tax Code Section 26.012(6)

¹⁸Tex. Tax Code Section 26.012(17)

¹⁹Tex. Tax Code Section 26.012(17)

²⁰Tex. Tax Code Section 26.04(c)

²¹Tex. Tax Code Section 26.04(d)

²²Reserved for expansion

SECTION 2: Voter-Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is split into two separate rates:

1. **Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations
2. **Debt Rate:** The debt rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The Voter-Approval tax rate for a county is the sum of the Voter-Approval tax rates calculated for each type of tax the county levies. In most cases the Voter-Approval tax rate exceeds the No-New-Revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

Voter-Approval Tax Rate Worksheet	Amount/Rate
28. 2020 M&O tax rate. Enter the 2020 M&O tax rate.	\$0.605167/\$100
29. 2020 taxable value, adjusted for actual and potential court-ordered adjustments. Enter the amount in Line 8 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$3,313,402,983
30. Total 2020 M&O levy. Multiply Line 28 by Line 29 and divide by \$100.	\$20,051,621
31. Adjusted 2020 levy for calculating NNR M&O rate. A. M&O taxes refunded for years preceding tax year 2020 Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2020. This line applies only to tax years preceding tax year 2020. B. 2020 taxes in TIF Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2021 captured appraised value in Line 18D, enter 0. C. 2020 transferred function. If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0. D. 2020 M&O levy adjustments. Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function. E. Add Line 30 to 31D.	 \$265,129 \$0 \$0 \$265,129 \$20,316,750
32. Adjusted 2021 taxable value. Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$3,600,242,731
33. 2021 NNR M&O rate (unadjusted). Divide Line 31E by Line 32 and multiply by \$100.	\$0.564316/\$100
34. Rate adjustment for state criminal justice mandate.²³ A. 2021 state criminal justice mandate: Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose.	\$0

<p>B. 2020 state criminal justice mandate: Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies.</p>	\$0
<p>C. Subtract B from A and divide by Line 32 and multiply by \$100.</p>	\$0.000000/\$100
<p>D. Enter the rate calculated in C. If not applicable, enter 0.</p>	\$0.000000/\$100
<p>35. Rate adjustment for indigent health care expenditures.²⁴</p>	
<p>A. 2021 indigent health care expenditures: Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2020 and ending on June 30, 2021, less any state assistance received for the same purpose.</p>	\$0
<p>B. 2020 indigent health care expenditures: Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2019 and ending on June 30, 2020, less any state assistance received for the same purpose.</p>	\$0
<p>C. Subtract B from A and divide by Line 32 and multiply by \$100.</p>	\$0.000000/\$100
<p>D. Enter the rate calculated in C. If not applicable, enter 0.</p>	\$0.000000/\$100
<p>36. Rate adjustment for county indigent defense compensation.²⁵</p>	
<p>A. 2021 indigent defense compensation expenditures: Enter the amount paid by a county to provide appointed counsel for indigent individuals for the period beginning on July 1, 2020 and ending on June 30, 2021, less any state grants received by the county for the same purpose.</p>	\$0
<p>B. 2020 indigent defense compensation expenditures: Enter the amount paid by a county to provide appointed counsel for indigent individuals for the period beginning on July 1, 2019 and ending on June 30, 2020, less any state grants received by the county for the same purpose.</p>	\$0
<p>C. Subtract B from A and divide by Line 32 and multiply by \$100.</p>	\$0.000000/\$100
<p>D. Multiply B by 0.05 and divide by Line 32 and multiply by \$100.</p>	\$0.000000/\$100
<p>E. Enter the lessor of C and D. If not applicable, enter 0.</p>	\$0.000000/\$100
<p>37. Rate adjustment for county hospital expenditures.²⁶</p>	
<p>A. 2021 eligible county hospital expenditures: Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2020 and ending on June 30, 2021.</p>	\$0
<p>B. 2020 eligible county hospital expenditures: Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2019 and ending on June 30, 2020.</p>	\$0

C. Subtract B from A and divide by Line 32 and multiply by \$100.	\$0.000000/\$100
D. Multiply B by 0.08 and divide by Line 32 and multiply by \$100.	\$0.000000/\$100
E. Enter the lessor of C and D, if applicable. If not applicable, enter 0.	\$0.000000/\$100
<p>38. Rate adjustment for defunding municipality. This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code 26.0444 for more information.</p> <p>A. Amount appropriated for public safety in 2020. Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year</p> <p>B. Expenditures for public safety in 2020. Enter the amount of money spent by the municipality for public safety during the preceding fiscal year.</p> <p>C. Subtract B from A and divide by Line 32 and multiply by \$100.</p> <p>D. Enter the rate calculated in C. If not applicable, enter 0.</p>	<p>\$0</p> <p>\$0</p> <p>\$0.000000/\$100</p> <p>\$0.000000/\$100</p>
39. Adjusted 2021 NNR M&O rate. Add Lines 33, 34D, 35D, 36E, and 37E. Subtract Line 38D.	\$0.564316/\$100
<p>40. Adjustment for 2020 sales tax specifically to reduce property values. Cities, counties and hospital districts that collected and spent additional sales tax on M&O expenses in 2020 should complete this line. These entities will deduct the sales tax gain rate for 2021 in Section 3. Other taxing units, enter zero.</p> <p>A. Enter the amount of additional sales tax collected and spent on M&O expenses in 2020, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent.</p> <p>B. Divide Line 40A by Line 32 and multiply by \$100.</p> <p>C. Add Line 40B to Line 39.</p>	<p>\$1,394,735</p> <p>\$0.038740</p> <p>\$0.603056</p>
<p>41. 2021 voter-approval M&O rate. Enter the rate as calculated by the appropriate scenario below.</p> <p>Special Taxing Unit. If the taxing unit qualifies as a special taxing unit, multiply Line 40C by 1.08.</p> <p>- or -</p> <p>Other Taxing Unit. If the taxing unit does not qualify as a special taxing unit, multiply Line 40C by 1.035.</p>	\$0.624162/\$100
D41. Disaster Line 41 (D41): 2021 voter-approval M&O rate for taxing unit affected by disaster declaration. If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located	\$0.000000/\$100

<p>in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of</p> <ol style="list-style-type: none"> 1. the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred, or 2. the third tax year after the tax year in which the disaster occurred. <p>If the taxing unit qualifies under this scenario, multiply Line 40C by 1.08.²⁷ If the taxing unit does not qualify, do not complete Disaster Line 41 (Line D41).</p>	
<p>42. Total 2021 debt to be paid with property taxes and additional sales tax revenue. Debt means the interest and principal that will be paid on debts that:</p> <ol style="list-style-type: none"> (1) are paid by property taxes, (2) are secured by property taxes, (3) are scheduled for payment over a period longer than one year and (4) are not classified in the taxing unit's budget as M&O expenses <p>A. Debt also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here.²⁸ Enter debt amount.</p> <p>B. Subtract unencumbered fund amount used to reduce total debt.</p> <p>C. Subtract certified amount spent from sales tax to reduce debt (enter zero if none)</p> <p>D. Subtract amount paid from other resources.</p> <p>E. Adjusted debt. Subtract B, C, and D from A.</p>	<p>\$7,409,479</p> <p>\$0</p> <p>\$0</p> <p>\$0</p> <p>\$7,409,479</p>
43. Certified 2020 excess debt collections. Enter the amount certified by the collector. ²⁸	\$851,591
44. Adjusted 2021 debt. Subtract Line 43 from Line 42E.	\$6,557,888
<p>45. 2021 anticipated collection rate.</p> <p>A. Enter the 2021 anticipated collection rate certified by the collector:²⁹</p> <p>B. Enter the 2020 actual collection rate</p> <p>C. Enter the 2019 actual collection rate</p> <p>D. Enter the 2018 actual collection rate</p> <p>E. If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%.³¹</p>	<p>100.00%</p> <p>112.98%</p> <p>99.88%</p> <p>101.18%</p> <p>100.00%</p>
46. 2021 debt adjusted for collections. Divide Line 44 by Line 45E	\$6,557,888
47. 2021 total taxable value. Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$3,638,702,109

48. 2021 debt tax rate. Divide Line 46 by Line 47 and multiply by \$100.	\$0.180226/\$100
49. 2021 voter-approval tax rate. Add Lines 41 and 48.	\$0.804388/\$100
D49. Disaster Line 49 (D49): 2021 voter-approval tax rate for taxing unit affected by disaster declaration. Complete this line if the taxing unit calculated the voter-approval tax rate in the manner provided for a special taxing unit on Line D41. Add Line D41 and 48.	\$0.000000/\$100
50. COUNTIES ONLY. Add together the voter-approval tax rates for each type of tax the county levies. The total is the 2021 county voter-approval tax rate.	

²³Tex. Tax Code Section 26.044

²⁴Tex. Tax Code Section 26.0442

²⁵Tex. Tax Code Section 26.0442

²⁶Tex. Tax Code Section 26.0443

²⁷Tex. Tax Code Section 26.04(c-1)

²⁸Tex. Tax Code Section 26.012(10) and 26.04(b)

²⁹Tex. Tax Code Section 26.04(b)

³⁰Tex. Tax Code Section 26.04(b)

SECTION 3: NNR Tax Rate and Voter-Approval Tax Rate Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Additional Sales and Use Tax Worksheet	Amount/Rate
51. Taxable Sales. For taxing units that adopted the sales tax in November 2020 or May 2021, enter the Comptroller's estimate of taxable sales for the previous four quarters. ²⁰ Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November 2020, enter 0.	\$0
52. Estimated sales tax revenue. Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. ³³ Taxing units that adopted the sales tax in November 2020 or in May 2021. Multiply the amount on Line 51 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. ³⁴ - or - Taxing units that adopted the sales tax before November 2020. Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	\$1,394,735
53. 2021 total taxable value. Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$3,638,702,109
54. Sales tax adjustment rate. Divide Line 52 by Line 53 and multiply by \$100.	\$0.038331/\$100
55. 2021 NNR tax rate, unadjusted for sales tax. ³⁵ Enter the rate from Line 26 or 27, as applicable, on the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$0.764311/\$100
56. 2021 NNR tax rate, adjusted for sales tax. Taxing units that adopted the sales tax in November 2020 or in May 2021. Subtract Line 54 from Line 55. Skip to Line 57 if you adopted the additional sales tax before November 2020.	\$0.764311/\$100
57. 2021 voter-approval tax rate, unadjusted for sales tax. ³⁶ Enter the rate from Line 49, Line D49 (disaster), or Line 50 (counties), as applicable, of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$0.804388/\$100
58. 2021 voter-approval tax rate, adjusted for sales tax. Subtract Line 54 from Line 57.	\$0.766057/\$100

³¹Reserved for expansion

³⁴Tex. Tax Code Section 26.041(d)

³²Tex. Tax Code Section 26.041(d)

³⁵Tex. Tax Code Section 26.04(c)

³³Tex. Tax Code Section 26.041(i)

³⁶Tex. Tax Code Section 26.04(c)

SECTION 4: Voter-Approval Tax Rate Adjustment for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Voter-Approval Protection for Pollution Control Worksheet	Amount/Rate
59. Certified expenses from the Texas Commission on Environmental Quality (TCEQ). Enter the amount certified in the determination letter from TCEQ. ³⁷ The taxing unit shall provide its tax assessor-collector with a copy of the letter. ³⁸	\$0
60. 2021 total taxable value. Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$3,638,702,109
61. Additional rate for pollution control. Divide Line 59 by Line 60 and multiply by \$100.	\$0.000000/\$100
62. 2021 voter-approval tax rate, adjusted for pollution control. Add Line 61 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties) or Line 58 (taxing units with the additional sales tax).	\$0.766057/\$100

³⁷Tex. Tax Code Section 26.045(d)

³⁸Tex. Tax Code Section 26.045(i)

SECTION 5: Voter-Approval Tax Rate Adjustment for Unused Increment Rate

The unused increment rate is the rate equal to the difference between the adopted tax rate and voter-approval tax rate before the unused increment rate for the prior three years.³⁹ In a year where a taxing unit adopts a rate by applying any portion of the unused increment rate, the unused increment rate for that year would be zero.

The difference between the adopted tax rate and voter-approval tax rate is considered zero in the following scenarios:

- a tax year before 2020; and⁴⁰
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a);⁴¹ or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval.⁴²

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit.⁴³

Unused Increment Rate Worksheet	Amount/Rate
63. 2020 unused increment rate. Subtract the 2020 actual tax rate and the 2020 unused increment rate from the 2020 voter-approval tax rate. If the number is less than zero, enter zero. If the year is prior to 2020, enter zero.	\$0.003230
64. 2019 unused increment rate. Subtract the 2019 actual tax rate and the 2019 unused increment rate from the 2019 voter-approval tax rate. If the number is less than zero, enter zero. If the year is prior to 2020, enter zero	\$0
65. 2018 unused increment rate. Subtract the 2018 actual tax rate and the 2018 unused increment rate from the 2018 voter-approval tax rate. If the number is less than zero, enter zero. If the year is prior to 2020, enter zero.	\$0.000000
66. 2021 unused increment rate. Add Lines 63, 64 and 65.	\$0.003230/\$100
67. 2021 voter-approval tax rate, adjusted for unused increment rate. ²³ Add Line 66 to one of the following lines (as applicable): Line 49, Line D49(disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax) or Line 62 (taxing units with pollution control).	\$0.769287/\$100

³⁹Tex. Tax Code Section 26.013(a)

⁴⁰Tex. Tax Code Section 26.013(c)

⁴¹Tex. Tax Code Section 26.063(a)(1)

SECTION 6: De Minimis Rate

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise \$500,000, and the current debt rate for a taxing unit.⁴²

This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit.⁴³

De Minimis Rate Worksheet	Amount/Rate
68. Adjusted 2021 NNR M&O tax rate. Enter the rate from Line 39 of the <i>Voter-Approval Tax Rate Worksheet</i>	\$0.564316/\$100
69. 2021 total taxable value. Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$3,638,702,109
70. Rate necessary to impose \$500,000 in taxes. Divide \$500,000 by Line 69 and multiply by \$100.	\$0.013741
71. 2021 debt rate. Enter the rate from Line 48 of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$0.180226/\$100
72. De minimis rate. ²³ Add Lines 68, 70 and 71.	\$0.000000/\$100

⁴²Tex. Tax Code Section 26.012(8-a)

⁴³Tex. Tax Code Section 26.063(a)(1)

⁴⁴Tex. Tax Code Section 26.04(c)

SECTION 7: Voter-Approval Tax Rate Adjustment for Emergency Revenue Rate

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year.⁴⁶

Similarly, if a taxing unit adopted a tax rate that exceeded its voter-approval tax rate, calculated normally, without holding an election to respond to a disaster, as allowed by Tax Code Section 26.042(d), in the prior year, it must also reduce its voter-approval tax rate for the current tax year.

NOTE: This section will not apply to any taxing units in 2021. It is added to implement Senate Bill 1438 (87th Regular Session) and does not apply to a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a declared disaster in 2020, as provided for in the recently repealed Tax Code Sections 26.04(c-1) and 26.041(c-1).

In future tax years, this section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago.

In future tax years, this section will also apply to a taxing unit in a disaster area that adopted a tax rate greater than its voter-approval tax rate without holding an election in the prior year.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Emergency Revenue Rate Worksheet	Amount/Rate
73. 2020 adopted tax rate. Enter the rate in Line 4 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	N/A
74. Adjusted 2020 voter-approval tax rate. Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line. If a disaster occurred in 2020 and the taxing unit calculated its 2020 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) of the 2020 worksheet due to a disaster, enter the 2020 voter-approval tax rate as calculated using a multiplier of 1.035 from Line 49. - or - If a disaster occurred prior to 2020 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) in 2020, complete the separate <i>Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> to recalculate the voter-approval tax rate the taxing unit would have calculated in 2020 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the year(s) following the disaster. ⁴⁸ Enter the final adjusted 2020 voter-approval tax rate from the worksheet. - or - If the taxing unit adopted a tax rate above the 2020 voter-approval tax rate without calculating a disaster tax rate or holding an election due to a disaster, no recalculation is necessary. Enter the voter-approval tax rate from the prior year's worksheet.	N/A
75. Increase in 2020 tax rate due to disaster. Subtract Line 74 from Line 73.	N/A
76. Adjusted 2020 taxable value. Enter the amount in Line 14 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	N/A
77. Emergency revenue. Multiply Line 75 by Line 76 and divide by \$100.	N/A

78. Adjusted 2021 taxable value. Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	N/A
79. Emergency revenue rate. Divide Line 77 by Line 78 and multiply by \$100. ⁴⁹	N/A
80. 2021 voter-approval tax rate, adjusted for emergency revenue. Subtract Line 79 from one of the following lines (as applicable): Line 49, Line D49(disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax), Line 62 (taxing units with pollution control) or Line 67 (taxing units with the unused increment rate).	N/A

SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-New-Revenue tax rate

As applicable, enter the 2021 NNR tax rate from: Line 26, Line 27 (counties), or Line 56 (adjusted for sales tax). \$0.764311/\$100

Indicate the line number used: 26

Voter-Approval tax rate

As applicable, enter the 2021 voter-approval tax rate from: Line 49, Line 50 (counties), Line 58 (adjusted for sales tax), Line 62 (adjusted for pollution control), Line 67 (adjusted for unused increment), or Line 80 (adjusted for emergency revenue). \$0.769287/\$100

Indicate the line number used: 67

De minimis rate

If applicable, enter the de minimis rate from Line 72. \$0.000000/\$100

SECTION 9: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit's certified appraisal roll or certified estimate of taxable value, in accordance with requirements in Tax Code.⁵⁰

print here John R. Ames, PCC, CTA

Printed Name of Taxing Unit Representative

sign here _____

Taxing Unit Representative

_____ Date

*Opdy Maudlin-Gomes, City Manager
Lancaster, Texas*