



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



Monday, September 26, 2022 - 7:00 PM

While one or more City Council Members may be present via video or audio link, a quorum of the City Council will be at the Municipal Center-City Council Chambers, as required by the Texas Open Meetings Act.

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/join/register/tZ0lf-6orTwvG9zA0-ewNBPMOjdWTU3nzwkb>

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: Pastor William Goodwin of Grace Deliverance Bible Church

PLEDGE OF ALLEGIANCE: Councilmember Carol Strain-Burk

PROCLAMATION: World Teachers' Day

PUBLIC TESTIMONY/CITIZENS 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 approval of minutes from the City Council Special Meeting held on August 26 - 27, 2022 and August 29, 2022.
2. Consider a resolution, approving an interlocal agreement with Parkland Hospital for a Behavioral Health Response Team.

PUBLIC HEARING:

3. Z22-14 Conduct a public hearing and consider a request to rezone from Retail District (R) to Single-Family Residential District (SF-6) on 0.16 acre. The property is addressed as 119 East Hammond Avenue, located west of the intersection of East Hammond Avenue and North Henry Street. The property is known as Lot 4, Block 5 of the T J Beesleys 2 Addition in the City of Lancaster, Dallas County, Texas.
4. Z22-15 Conduct a public hearing and consider a rezoning request from an Agricultural Open District (A-O) to Single-Family Residential District (SF-6) on 31.5 acres. The property is addressed as 1747 North Houston School Road, located north of the intersection of North Houston School Road and West Pleasant Run Road. The property is known as Tract 6 of the Marady Parks Addition, Abstract 1120 Pg 345, in the City of Lancaster, Dallas County, Texas.

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.

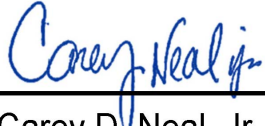
CONFORME A LA SECCION 30.06 DEL CODIGO PENAL (TRASPASAR PORTANDO ARMAS DE FUEGO CON LICENCIA) PERSONAS CON LICENCIA BAJO DEL SUB-CAPITULO 411, CODIGO DEL GOBIERNO (LEY DE PORTAR ARMAS), NO DEBEN ENTRAR A ESTA PROPIEDAD PORTANDO UN ARMA DE FUEGO OCULTADA.

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 September 22, 2022, @ 9:15 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: 09/26/2022

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: Sorangel O. Arenas, City Secretary

Agenda Caption:

Consider approval of minutes from the City Council Special Meeting held on August 26 - 27, 2022 and August 29, 2022.

Background:

Attached for your review and consideration are minutes from the City Council Special Meeting held on August 26 - 27, 2022 and August 29, 2022.

Attachments

August 26 & 27 2022 Draft

August 29, 2022 Draft

MINUTES

LANCASTER CITY COUNCIL MEETING OF AUGUST 26, 2022

The City Council of the City of Lancaster, Texas, met on August 26, 2022 in a Special Session for the first day of Strategic Planning at The University of North Texas of Dallas Student Center, 7300 University Hills Blvd, 4th Floor Room 4007 in Dallas, TX at 8:00 a.m. with a quorum present to-wit:

Councilmembers Present:

Mayor Clyde C. Hairston
Carol Strain-Burk
Stanley M. Jaglowski
Marco Mejia
Keithsha C. Wheaton
Deputy Mayor Pro-Tem Mitchell Cheatham
Mayor Pro-Tem Betty Gooden-Davis

City Staff Present:

Opal Mauldin-Jones, City Manager
Sorangel O. Arenas, City Secretary
David T. Ritter, City Attorney
Henry Campbell, Municipal Court Judge
Carey Neal, Assistant City Manager

Call to Order:

Mayor Hairston called the meeting to order at 8:44 a.m. on August 26, 2022. The City Council met on the first of a two-day strategic planning session.

Facilitator David Eisenlohr and Mike Conduff, welcomed everyone and reviewed the agenda for the two-day strategic planning session. They provided an overview, ground rules and expectations set for the meeting.

Facilitator Conduff asked participants to share their expectations for the Strategic planning session.

City Manager Mauldin Jones, City Attorney Ritter and Judge Campbell each presented "Our Year in Review".

City Council recessed for a break at 11:00 a.m.

Facilitator Eisenlohr and Conduff led a discussion on practical teamwork, shared behaviors of a cohesive team, improving communication, teamwork, and collaborative decision making.

City Council recessed for lunch at 12:00 p.m.

Facilitator Eisenlohr and Conduff continued the discussion on practical teamwork,

City Council recessed for a break at 1:30 p.m.

City Attorney Ritter shared information regarding Council Policies, Rules and Procedures.

Facilitators Eisenlohr and Conduff provided a recap on the first day of a two-day strategic planning session and began review of the Retail Special Use Permit (SUP).

Mayor Hairston recessed the meeting at 6:32 p.m.

MINUTES

LANCASTER CITY COUNCIL MEETING OF AUGUST 27, 2022

The City Council of the City of Lancaster, Texas, met on August 27, 2022 in a Special Session for the second day of strategic planning at The University of North Texas of Dallas Student Center, 7300 University Hills Blvd, 4th Floor Room 4007 in Dallas, TX at 8:00 a.m. with a quorum present to-wit:

Councilmembers Present:

Mayor Clyde C. Hairston (left during goals and objectives)
Carol Strain-Burk
Stanley M. Jaglowski
Marco Mejia (arrived during goals and objectives)
Keithsha C. Wheaton
Deputy Mayor Pro-Tem Mitchell Cheatham
Mayor Pro-Tem Betty Gooden-Davis

City Staff Present:

Opal Mauldin-Jones, City Manager
Sorangel O. Arenas, City Secretary
David T. Ritter, City Attorney
Carey Neal, Assistant City Secretary

Mayor Hairston reconvened at 8:04 a.m.

Facilitators Eisenlohr and Conduff opened the second day of the planning session and reflected on day one results.

Facilitator Eisenlohr and Conduff led the discussion on the Mission Statement and Goals and Objectives.

City Council recessed for a break at 9:30 a.m.

Facilitators Eisenlohr and Conduff opened dialog and shared the availability to facilitate any discussion on additional topics of interest.

MOTION: Councilmember Strain-Burk made a motion, seconded by Councilmember Wheaton to adjourn. The vote was cast 6 for, 0 against. [Hairston absent]

The meeting was adjourned at 12:06 p.m.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

MINUTES

LANCASTER CITY COUNCIL SPECIAL MEETING OF AUGUST 29, 2022

The City Council of the City of Lancaster, Texas, met in a called Special Meeting in the Council Chambers of City Hall on August 29, 2022, at 7:00 p.m. with a quorum present to-wit:

Councilmembers Present (City Hall & Zoom):

Mayor Clyde C. Hairston
Carol Strain-Burk
Stanley M. Jaglowski
Marco Mejia
Keithsha C. Wheaton
Deputy Mayor Pro-Tem Mitchell Cheatham
Mayor Pro-Tem Betty Gooden-Davis

City Staff Present (City Hall & Zoom):

Opal Mauldin-Jones, City Manager
Sorangel O. Arenas, City Secretary
David T. Ritter, City Attorney
Andrew Waits, Director of Public Works
Carey Neal, Assistant City Manager
Dori Lee, Director of Human Resources
Jermaine Sapp, Director of Equipment and Facility Services
Lisa Wube, Director of Parks and Recreation
Sam Urbanski, Police Chief
Shane Shepard, Director of Economic Development
Vicki Coleman, Director of Development Services
Cynthia Smith, Admin & Community Relations Supervisor
Keturah Barnett, Assistant to the City Manager
Ron Gleaves, Assistant to the City Manager
Scott Finley, Communications and Public Relations Coordinator
Cheryl Womble, Purchasing Agent

Call to Order:

Mayor Hairston called the meeting to order at 7:00 p.m. on August 29, 2022.

Public Testimony/Citizen's Comments:

Cary Neal 211 N. Henry St. shared information regarding Town Hall meetings and the Civic Leadership Academy.

Consent Agenda:

- 1. Consider approval of minutes from the City Council Regular Meeting held on July 25, 2022**
- 2. M22-25 Consider a resolution granting one (1) permanent sanitary sewer easement and one (1) permanent nonexclusive access easement to the Trinity River Authority from the City of Lancaster relating to the 11-40TM-2 Relief Interceptor, Phase 1 project. The sanitary sewer easement is for the purpose of installing, constructing, operating, rebuilding and maintaining wastewater and sanitary sewer facilities.**

3. **Consider a Resolution approving a Local Agreement with the Dallas County Criminal District Attorney Regarding the Disposition of Forfeited Contraband pursuant to Chapter 59 of the Texas Code of Criminal Procedure.**
4. **Consider a resolution approving the terms and conditions of a professional services agreement between the City of Lancaster and Catholic Charities of Dallas for the purpose of administering the City of Lancaster Emergency Assistance Program (EAP) with funds received from the American Rescue Plan Act (ARPA) Coronavirus Local Fiscal Recovery Funds (CLFRF).**

MOTION: Mayor Pro Tem Gooden-Davis made a motion, seconded by Councilmember Jaglowski to approve consent items C1-C4. The vote was cast 7 for, 0 against.

Action:

5. **Discuss and consider an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Beltline Ashmoore Public Improvement District.**

Assistant City Manager Neal shared that the PID board met on August 4, 2022, to discuss and consider the FY 2022/2023 Five-Year Service and Assessment Plan. The PID board is proposing to maintain its current annual assessment rate of \$0.1500 per \$100 assessed valuation. The notice was mailed to the property owners of record on Wednesday, August 10, 2022, and the public hearing notice was posted in the local publication of record on Thursday, August 11, 2022, as required by Local Government Code Chapter 372. On Monday, August 22, 2022, City Council conducted a public hearing to provide an opportunity for property owners to provide comments regarding the proposed service and assessment plan and there were no speakers. Staff recommends City Council approve the ordinance, as presented.

MOTION: Councilmember Strain-Burk made a motion, seconded by Councilmember Jaglowski to approve item 5. The vote was cast 7 for, 0 against.

6. **Discuss and consider an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Boardwalk Public Improvement District.**

Assistant City Manager Neal shared that the PID board met on August 5, 2022, to discuss and consider the FY 2022/2023 Five-Year Service and Assessment Plan. The PID board is proposing to maintain its current annual assessment rate of \$0.2000 per \$100 assessed valuation. The notice was mailed to the property owners of record on Wednesday, August 10, 2022, and the public hearing notice was posted in the local publication of record on Thursday, August 11, 2022, as required by Local Government Code Chapter 372. On Monday, August 22, 2022, City Council conducted a public hearing to provide an opportunity for property owners to provide comments regarding the proposed service and assessment plan and there were no speakers. Staff recommends approval of the ordinance as presented.

MOTION: Councilmember Strain-Burk made a motion, seconded by Deputy Mayor Pro Tem Cheatham to approve item 6. The vote was cast 7 for, 0 against.

7. Discuss and consider an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Glendover Estates Public Improvement District.

Assistant City Manager Neal shared that the PID board met on July 28, 2022, to discuss and consider the FY 2022/2023 Five-Year Service and Assessment Plan. The PID board is proposing to maintain its current assessment rate of \$0.2400 per \$100 assessed valuation. The notice was mailed to the property owners of record on Wednesday, August 10, 2022, and the public hearing notice was posted in the local publication of record on Thursday, August 11, 2022, as required by Local Government Code Chapter 372. On Monday, August 22, 2022, City Council conducted a public hearing to provide an opportunity for property owners to provide comments regarding the proposed service and assessment plan and there were no speakers. Staff recommends approval of the ordinance as presented.

MOTION: Councilmember Strain-Burk made a motion, seconded by Deputy Mayor Pro-Tem Cheatham to approve item 7. The vote was cast 7 for, 0 against.

8. Discuss and consider an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Lancaster Mills Public Improvement District.

Assistant City Manager Neal shared that as this district is currently undeveloped, there is a proposed assessment rate of \$0.0000 per \$100 assessed valuation as there are no budgeted expenses for the 2022/2023 fiscal year. The notice was mailed to the property owners of record on Wednesday, August 10, 2022, and the public hearing notice was posted in the local publication of record on Thursday, August 11, 2022, as required by Local Government Code Chapter 372. On Monday, August 22, 2022, City Council conducted a public hearing to provide an opportunity for property owners to provide comments regarding the proposed service and assessment plan and there were no speakers. Staff recommends approval of the ordinance as presented.

MOTION: Councilmember Strain-Burk made a motion, seconded by Mayor Pro-Tem Gooden-Davis to approve item 8. The vote was cast 7 for, 0 against.

9. Discuss and consider an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Meadowview Estates Public Improvement District.

Assistant City Manager Neal shared that the PID board met on August 9, 2022, to discuss and consider the FY 2022/2023 Five-Year Service and Assessment Plan. The PID board is proposing to maintain its current annual assessment rate of \$0.1000 per \$100 assessed valuation. The notice was mailed to the property owners of record on Wednesday, August 10, 2022, and the public hearing notice was posted in the local publication of record on Thursday, August 11, 2022, as required by Local Government Code Chapter 372. On Monday, August 22, 2022, City Council conducted a public hearing to provide an opportunity for property owners to provide comments regarding the proposed service and assessment plan and there were no speakers. Staff recommends approval of the ordinance, as presented.

MOTION: Councilmember Strain-Burk made a motion, seconded by Mayor Pro-Tem Gooden-Davis to approve item 9. The vote was cast 7 for, 0 against.

10. Discuss and consider an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Millbrook East Public Improvement District.

Assistant City Manager Neal shared that the PID board met on August 3, 2022, to discuss and consider the FY 2022/2023 Five-Year Service and Assessment Plan. The Millbrook East PID is proposing to maintain its current annual assessment rate of \$0.1100 per \$100 assessed valuation. The notice was mailed to the property owners of record on Wednesday, August 10, 2022, and the public hearing notice was posted in the local publication of record on Thursday, August 11, 2022, as required by Local Government Code Chapter 372. On Monday, August 22, 2022, City Council conducted a public hearing to provide an opportunity for property owners to provide comments regarding the proposed service and assessment plan and there were no speakers. Staff recommends approval of the ordinance, as presented.

MOTION: Councilmember Strain-Burk made a motion, seconded by Mayor Pro-Tem Gooden-Davis to approve item 10. The vote was cast 7 for, 0 against.

11. Discuss and consider an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Pleasant Run Estates Phase 1-A and Phase 1-B Public Improvement District.

Assistant City Manager Neal shared that the PID board met on August 9, 2022, to discuss and consider the FY 2022/2023 Five-Year Service and Assessment Plan. The Pleasant Run Estates PID is proposing to increase its annual assessment rate to \$0.2200 per \$100 assessed valuation. The notice was mailed to the property owners of record on Wednesday, August 10, 2022, and the public hearing notice was posted in the local publication of record on Thursday, August 11, 2022, as required by Local Government Code Chapter 372. On Monday, August 22, 2022, City Council conducted a public hearing to provide an opportunity for property owners to provide comments regarding the proposed service and assessment plan and there were no speakers. Staff recommends approval of the ordinance as presented.

MOTION: Councilmember Strain-Burk made a motion, seconded by Deputy Mayor Pro-Tem Cheatham to approve item 11. The vote was cast 7 for, 0 against.

12. Discuss and consider an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Rolling Meadows Public Improvement District.

Councilmember Jaglowski recused for item 12.

Assistant City Manager Neal shared that the PID board met on August 5, 2022, to discuss and consider the FY 2022/2023 Five-Year Service and Assessment Plan. The PID board is proposing to maintain its current annual assessment of \$0.3000 per \$100 assessed valuation. The notice was mailed to the property owners of record on Wednesday, August 10, 2022, and the public hearing notice was posted in the local publication of record on Thursday, August 11, 2022, as required by Local Government Code Chapter 372. On Monday, August 22, 2022, City Council conducted a public hearing to provide an opportunity for property owners to provide comments regarding the proposed service and assessment plan and there were no speakers. Staff recommends approval of the ordinance, as presented.

MOTION: Councilmember Strain-Burk made a motion, seconded by Mayor Pro-Tem Gooden-Davis to approve item 12. The vote was cast 6 for, 0 against. [Jaglwoski recused].

13. Discuss and consider an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Tribute at Mills Branch and Tribute East at Mills Branch Public Improvement District.

Assistant City Manager Neal shared that the PID board met on July 28, 2022, to discuss and consider the FY 2022/2023 Five-Year Service and Assessment Plan. The PID board is proposing to maintain its current annual assessment rate of \$0.3600 per \$100 assessed valuation. The notice was mailed to the property owners of record on Wednesday, August 10, 2022, and the public hearing notice was posted in the local publication of record on Thursday, August 11, 2022, as required by Local Government Code Chapter 372. On Monday, August 22, 2022, City Council conducted a public hearing to provide an opportunity for property owners to provide comments regarding the proposed service and assessment plan and there were no speakers. Staff recommends approval of the ordinance, as presented.

MOTION: Councilmember Strain-Burk made a motion, seconded by Councilmember Jaglowski to approve item 13. The vote was cast 7 for, 0 against.

City Attorney Ritter answered Councilmember Wheaton question from August 22, 2022 City Council Regular Meeting on combining items with the public hearing and action meeting. City Attorney Ritter shared that the P.I.D (Public Information District) policy would need to be update if it is councils' pleasure to combine the items.

Public Hearing:

14. Conduct a public hearing and discuss an ordinance regarding the proposed revenue increase from levying ad valorem taxes for fiscal year 2022/2023 at \$0.691822 per one hundred dollars assessed valuation of all taxable property within the corporate limits to provide revenues for current maintenance and operational expenses and interest and sinking fund requirements; providing due and delinquent dates; penalties and interest; providing a homestead exemption and disability exemption.

City Manager Mauldin-Jones shared this item is to discuss and consider the fiscal year 2022/2023 tax rate levying ad valorem taxes for all taxable property within the corporate limits of the City of Lancaster. City Council held a work session on August 8, 2022 and the second work session on August 15, 2022. This is the first of two public hearings regarding the proposed tax rate. The second public hearing and consideration of the tax rate is scheduled for Monday, September 12, 2022, Regular Council Meeting at Lancaster Municipal Center, City Council Chambers, 211 North Henry Street, Lancaster, Texas. The proposed tax rate of \$0.691822 on each one hundred dollars (\$100.00) assessed value of taxable property is to be apportioned and distributed as follows: \$0.531384 for the purpose of maintenance and operations (including \$0.025 dedicated to the Street Maintenance Fund and \$0.0025 for the New Equipment Fund), and \$0.160438 for interest and sinking fund requirements. Public notices were published on Friday, August 19, 2022, in the official City publication of record, Focus Daily News and on the City of Lancaster website. Information regarding the proposed tax rate is being made available in accordance with state law and the City Charter. City Council may conduct the public hearing, close the public hearing, and announce date, time, and location of the second public hearing and vote. The second public hearing and vote are scheduled for Monday, September 12, 2022, at 7:00 p.m. at the Lancaster Municipal Center, Council Chambers, 211 North Henry Street, Lancaster, Texas. Staff

recommends City Council conduct and close the public hearing, and announce the date, time and location of the second public hearing and vote.

Mayor Hairston opened the public hearing.

There were no speakers.

MOTION: Councilmember Strain-Burk made a motion, seconded by Deputy Mayor Pro-Tem Cheatham to close the public hearing. The vote was cast 7 for, 0 against.

15. Conduct a public hearing and discuss an ordinance regarding the proposed budget for the fiscal year 2022/2023 beginning October 1, 2022, and ending September 30, 2023; providing that expenditures for said fiscal year shall be in accordance with said budget.

City Manager Mauldin-Jones shared that the fiscal year 2022/2023 beginning October 1, 2022, State Truth-in-Taxation and the City Charter require the City of Lancaster to conduct a public hearing on the proposed annual budget. The proposed total tax rate required to provide revenue for maintenance and operations and interest and sinking fund requirements is \$0.691822 cents per \$100 assessed valuation. The proposed budget was presented to the Lancaster City Council at a work session held on Monday, August 8, 2022, and August 15, 2022. The proposed tax rate is \$0.691822 per \$100 assessed valuation to be assessed on taxable property to generate revenues for the maintenance, operations, interest and sinking, and street maintenance and new equipment fund requirements. The proposed maintenance and operations fund requirements will decrease from \$0.589061 to \$0.531384. The proposed interest and sinking fund requirements will decrease from \$0.180226 to \$0.160438. This is a decrease from our current year tax rate of \$0.769287. The Street Maintenance Fund will remain at \$0.025 and the New Equipment Fund will be \$0.0025. Staff recommends City Council conduct and close the public hearing and announce the date, time, and location of the final public hearing to be held on Monday, September 12, 2022 at 7:00 p.m. at Lancaster Municipal Center Council Chambers located at 211 North Henry Street, Lancaster, Texas.

Mayor Hairston opened the public hearing.

There were no speakers.

MOTION: Councilmember Jaglowski made a motion, seconded by Councilmember Strain-Burk to close the public hearing. The vote was cast 7 for, 0 against.

MOTION: Councilmember Strain-Burk made a motion, seconded by Councilmember Jaglowski to adjourn. The vote was cast 7 for, 0 against.

The meeting was adjourned at 7:35 p.m.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting

2.

Meeting Date: 09/26/2022

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

Goal(s): Healthy, Safe & Engaged Community

Submitted by: Michelle Evans, Assistant Director of Human Resources

Agenda Caption:

Consider a resolution, approving an interlocal agreement with Parkland Hospital for a Behavioral Health Response Team.

Background:

The City of Lancaster seeks to partner with Parkland Hospital to address the mental health crisis and utilize alternatives to police response to address the needs of the City of Lancaster.

Parkland Hospital will provide a multidisciplinary team capable of immediate mobilization and response. The team is comprised of distinct and integrated providers that include: a licensed mental health provider and an emergency medical services paramedic. Collectively, these providers emphasize a coordinated response approach to persons experiencing a behavioral health crisis, persons identified by law enforcement or fire/EMS as high utilizers of services, or in need of outreach services. By utilizing Parkland Hospital, it increases the ability of our public safety departments to focus on safety needs while providing an avenue for first responders to refer citizens for mental health and service coordination.

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.

Fiscal Impact:

Total payments will not exceed One Hundred Ninety-Seven Thousand Dollars (\$197,000). Payment by the CITY shall be made upon City Council approval and execution of this Agreement by the City, in twelve (12) monthly installments.

The Renewal Term shall be October 1st of each fiscal year. The payment amount for each Renewal Term shall be agreed to in writing by the parties prior to commencement of each Renewal Term, subject to annual appropriation of funds.

Options/Alternatives:

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

Recommendation:

Staff recommends approval, as presented.

Attachments

Resolution

Parkland ILA

RESOLUTION NO.

A RESOLUTION OF THE CITY OF LANCASTER, TEXAS, ESTABLISHING AN INTERLOCAL AGREEMENT WITH PARKLAND HOSPITAL TO PROVIDE A MULTI DISCIPLINARY TEAM FOR BEHAVIORAL HEALTH RESPONSE.

WHEREAS, the Interlocal Cooperation Act, Chapter 791, V.T.C.A., Texas Government Code provides authorization for any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, PARKLAND and the CITY are local governments as defined in Texas Government Code, Section 791.003(4), have the authority to enter into this Agreement, and have entered into this Agreement by action of its governing body in the appropriate manner prescribed by law; and

WHEREAS, PARKLAND provides biomedical on-line supervision pre-hospital emergency medical control services known as the BioTel/EMS System, which is staffed by physicians, paramedics, registered nurses, licensed social workers and clerical staff, and was created on July 1, 1980, to provide medical control for paramedics in the field via radio and telemetered patient data; and

WHEREAS, PARKLAND is a participant in Multi-Disciplinary Behavioral Health Response Teams ("MDTs") designed to assist local law enforcement departments to focus more on public safety rather than emergency mental health service delivery; and

WHEREAS, the CITY wishes to form a MDT, for the purpose of having a coordinated approach to persons experiencing behavioral health needs in their region; and

WHEREAS, PARKLAND desires to contract with the CITY and the CITY desires to utilize from PARKLAND the BioTel/EMS System social work and Emergency Medical Technician (EMT)/paramedic support for public safety services; and

WHEREAS, PARKLAND and the CITY agree the compensation contained herein is fair compensation for the services being provided; and

WHEREAS, both PARKLAND and the CITY represent to one another that each respective party has the authority to enter into this Agreement and perform the obligations and duties stated herein; and

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

SECTION 1. The City Council hereby authorizes, approves and accepts the agreement with Parkland Hospital to provide behavioral health services to the City of Lancaster in accordance with the Interlocal Agreement between the City of Lancaster, Texas and Dallas County Hospital District d/b/a Parkland Health, dated September 26, 2022, attached hereto as Exhibit "A".

SECTION 2. The City Manager of the City of Lancaster, Texas (or her designee) is hereby authorized to issue appropriate purchase orders in conformity herewith and to execute any necessary documents to affect the purchase of behavioral health services from Parkland Health pursuant to Exhibit A.

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

SECTION 4. 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. This Resolution shall become effective 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 26th day of September, 2022.

ATTEST:

Sorangel O. Arenas, City Secretary

APPROVED:

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF LANCASTER, TEXAS
AND DALLAS COUNTY HOSPITAL DISTRICT
d/b/a PARKLAND HEALTH**

This Agreement ("Agreement") is made and entered into on the 1st day of October 2022 by and between the DALLAS COUNTY HOSPITAL DISTRICT d/b/a PARKLAND HEALTH, a political subdivision of the State of Texas, located in Dallas County, Texas, ("PARKLAND") and the CITY OF LANCASTER, TEXAS, a Texas, home-rule municipal corporation, located in Dallas County, Texas ("CITY").

WITNESSETH

WHEREAS, the Interlocal Cooperation Act, Chapter 791, V.T.C.A., Texas Government Code provides authorization for any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS PARKLAND and the CITY are local governments as defined in Texas Government Code, Section 791.003(4), have the authority to enter into this Agreement, and have entered into this Agreement by action of its governing body in the appropriate manner prescribed by law; and

WHEREAS PARKLAND provides biomedical on-line supervision pre-hospital emergency medical control services known as the BioTel/EMS System, which is staffed by physicians, paramedics, registered nurses, licensed social workers and clerical staff, and was created on July 1, 1980, to provide medical control for paramedics in the field via radio and telemetered patient data; and

WHEREAS PARKLAND is a participant in Multi-Disciplinary Behavioral Health Response Teams ("MDTs") designed to assist local law enforcement departments to focus more on public safety rather than emergency mental health service delivery; and

WHEREAS the CITY wishes to form a MDT, for the purpose of having a coordinated approach to persons experiencing behavioral health needs in their region; and

WHEREAS PARKLAND desires to contract with the CITY and the CITY desires to utilize from PARKLAND the BioTel/EMS System social work and Emergency Medical Technician (EMT)/paramedic support for public safety services; and

WHEREAS PARKLAND and the CITY agree the compensation contained herein is fair compensation for the services being provided; and

WHEREAS, both PARKLAND and the CITY represent to one another that each respective party has the authority to enter into this Agreement and perform the obligations and duties stated herein; and

NOW THEREFORE, PARKLAND and the CITY hereby enter into this Interlocal Agreement in considerations of the aforementioned recitals, and for the mutual considerations stated herein:

I.

DESCRIPTION OF SERVICES

1. For the consideration hereinafter agreed to be paid to PARKLAND by the CITY, PARKLAND shall provide EMT/paramedic (1.0 Full Time Employee) and licensed social work (LSW) (1.0 Full Time Employee) services for the CITY's MDT hereinafter called the "Services."

2. The Services are to be performed and to conform to the Scope of Services attached hereto as **Exhibit A** and fully incorporated herein for all purposes.

3. PARKLAND and its employees, agents, subcontractors, or associates shall perform all of the services under this Agreement. PARKLAND represents and warrants that all work performed under this Agreement shall be performed in a professional manner by individuals competent to perform the tasks undertaken and the completed work shall comply in all respects with the requirements of this Agreement. In providing services under this Agreement, PARKLAND and its employees, agents, subcontractors, or associates will perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

II.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

1. Except as is permitted by applicable law and to satisfy the requirements of this Agreement, PARKLAND agrees that it will not use or disclose the CITY's protected health information (PHI) for any purpose. However, the parties agree that PARKLAND will receive PHI from the CITY for treatment purposes as described in this Agreement and that such PHI will no longer be considered the CITY's PHI once it has been received by PARKLAND for these treatment purposes. After receipt by PARKLAND, the PHI received by PARKLAND belongs to PARKLAND.

2. As this Agreement is subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the administrative regulations and/or guidance which have issued or may in the future be issued pursuant to HIPAA, including but not limited to the Department of Health and Human Services regulations on privacy and security, and Texas state laws pertaining to medical privacy (collectively, "Privacy Laws"), the parties agree to comply with all Privacy Laws that are applicable to this Agreement and to execute the Business Associate Addendum attached to this Agreement.

III.

COORDINATION

1. All Services under this Agreement shall be coordinated under and performed in accordance with the Agreement and the Scope of Services to the reasonable satisfaction of the Director of Neighborhood Services of the CITY, or his/her designated representative, hereinafter called "Director." The Director shall have authority to approve payment for Services that have been properly provided in accordance with the terms of this Agreement. If at any time PARKLAND fails to properly furnish all or a portion of the Services called for by this Agreement, the CITY is authorized to withhold payment of funds associated with the Services not properly performed hereunder until any deficiency has been, if possible, cured. It is further agreed between PARKLAND and the CITY that should any dispute or questions arise respecting the reasonableness of the withheld amount of payment attributable to PARKLAND's failure to fully perform, the parties agree to meet and make a good faith effort to resolve the dispute. Prior to the CITY exercising any payment withholding under this provision, the CITY must provide PARKLAND with notice of any deficiencies and provide PARKLAND ten (10) business days to remedy any deficiencies. The CITY will release any withheld funds associated with the Services not properly performed once the deficiencies are remedied.

IV. PAYMENT

Total payments by the CITY during the Agreement Term shall not exceed One Hundred Ninety-Seven Thousand Dollars (\$197,000). Payment by the CITY shall be made upon City Council approval and execution of this Agreement by the City.

Payment by the CITY for each Renewal Term shall be due October 1st of each fiscal year the applicable Renewal Term covers. The payment amount for each Renewal Term shall be agreed to in writing by the parties prior to commencement of each Renewal Term, subject to annual appropriation of funds and approval by the City Council of Lancaster if applicable.

V. TERM

The term of this Agreement shall commence on October 1, 2022, and terminate on September 30, 2023 ("Term"), unless sooner terminated in accordance with the provisions of this Agreement. This Agreement may be renewed for successive twelve (12) month periods ("Renewal Term(s)") upon the same terms and conditions as set forth in this Agreement by mutual written agreement of the parties, subject to annual appropriation of funds. Any changes in consideration during subsequent renewal periods must be agreed to in writing and signed by both parties.

VI. INDEPENDENT CONTRACTOR

PARKLAND's status and the status of all social workers and EMTs/paramedics performing work related to this Agreement shall be that of an Independent Contractor and not any of the following: an agent; servant; employee; member of CITY's workforce; or representative of the CITY in the performance of these Services. No term or provision of this Agreement or act of PARKLAND or the CITY under this Agreement shall be construed as changing that status. PARKLAND shall ensure all employees, agents, subcontractors and associates used to provide services under this Agreement are in full compliance with all terms of this Agreement. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and the CITY.

VII.

INDEMNIFICATION

1. PARKLAND, TO THE EXTENT PERMITTED BY THE LAWS OF THE STATE OF TEXAS, SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ANY SUITS, ACTIONS OR CLAIMS WHATSOEVER THAT MIGHT ARISE ON ACCOUNT OF ANY INJURY OR DAMAGE RECEIVED OR SUSTAINED BY ANY PERSON OR PROPERTY AS A RESULT OF PARKLAND'S CONDUCT OF ANY ACTIVITY OR OPERATION IN CONNECTION WITH PARKLAND'S USE OF THE BIOTEL/EMS SYSTEM. TO THE EXTENT PERMITTED BY LAW, PARKLAND SHALL PAY ANY JUDGMENT, TOGETHER WITH COSTS, WHICH MAY BE OBTAINED AGAINST THE CITY, OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES AS A RESULT OF SUCH INJURY OR DAMAGE.

2. The CITY shall give PARKLAND prompt notice of any matter covered by Subsection VII.1 above, and shall forward to PARKLAND every demand, notice, summons or process received in any claim or legal proceeding covered by Subsection VII.1 above.

3. PARKLAND shall not be obligated to indemnify, defend or hold harmless the CITY or any of its officers, agents, or employees when the injury or damage to a person or property is caused by the sole negligence of the CITY, its officers, agents or employees. In the event of joint and concurrent negligence of PARKLAND and the CITY, responsibility and indemnity, if any, shall be apportioned in accordance with the laws of the State of Texas.

4. The CITY, to the extent permitted by the laws of the State of Texas, shall indemnify, defend and hold harmless PARKLAND and all of its officers, agents and employees from any suits, actions or claims whatsoever that might arise on account of any injury or damage received or sustained by any person or property as a result of the CITY's conduct of any activity or operation in connection with the CITY's use of the BioTel/EMS System. To the extent permitted by law, the CITY shall pay any judgment, together with costs, which may be obtained against PARKLAND, or any of its officers, agents or employees as a result of such injury or damage.

5. PARKLAND shall give the CITY prompt notice of any matter covered by Subsection VII.4 above, and shall forward to the CITY every demand, notice, summons or process received in any claim or legal proceeding covered by Subsection VIII.4 above.

6. The CITY shall not be obligated to indemnify, defend or hold harmless PARKLAND or any of its officers, agents, or employees when the injury or damage to a person or property is caused by the negligence of PARKLAND, its officers, agents or employees. In the event of joint and concurrent negligence of the CITY and PARKLAND, responsibility and indemnity, if any, shall be apportioned in accordance with the laws of the State of Texas.

7. No part of this Agreement shall be interpreted to constitute a waiver of any defense of the parties available to the CITY or PARKLAND under the immunities or limits of liability granted to PARKLAND or the CITY under the Texas Torts Claim Act, Title 5 of Texas Civil Practice and Remedies Code, and all applicable federal and state law.

8. The provisions of this section 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.

VIII. TERMINATION

1. The CITY may, for convenience, at its option and without prejudice to any other remedy it may be entitled at law or in equity, or elsewhere under this Agreement, terminate further work under this Agreement, in whole or in part by giving at least one hundred eighty (180) days prior written notice thereof to PARKLAND, with the understanding that all Services being terminated shall cease upon the date specified in such notice. The CITY shall compensate PARKLAND in accordance with the terms of this Agreement for the Services properly performed prior to the date specified in such notice, following inspection and acceptance of same by the CITY's Director. PARKLAND shall not, however, be entitled to lost or anticipated profits should the CITY choose to exercise its option to terminate.

2. PARKLAND may, at its option and without prejudice to any other remedy it may be entitled at law or in equity, or elsewhere under this Agreement, terminate further work under this Agreement, in whole or in part by giving at least one hundred eighty (180) days prior written notice thereof to the CITY, with the understanding that all Services being terminated shall cease upon the date specified in such notice.

IX. NOTICES

All notices, communications and reports under this Agreement shall be mailed or delivered to the respective parties as follows:

To: PARKLAND
Dallas County Hospital District
d/b/a Parkland Health
5200 Harry Hines Blvd.
Dallas, Texas 75235
Attention: EVP & Chief Nursing Officer

With copy to: Dallas County Hospital District
d/b/a Parkland Health
5200 Harry Hines Blvd.
Dallas, Texas 75235
Attention: EVP & Chief Legal Counsel

To: CITY
City of Lancaster, Texas

Attention: _____

X.
MISCELLANEOUS

1. This Agreement is entered into subject to the Charter and ordinances of the CITY, as amended, and applicable Texas State and Federal laws. The provisions of this Agreement shall be construed in accordance with the laws and court decisions of the State of Texas; and exclusive venue for any litigation that may be filed by either party hereto in connection with this Agreement shall be in Dallas County, Texas.

2. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be considered as if such invalid, illegal or unenforceable provision has never been contained in this Agreement.

3. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

4. This Agreement can be revised at any time by written amendment(s) to this Agreement and signed by both parties. No oral modifications can be made to this Agreement.

5. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

6. Any liabilities or obligations of a party for acts or omissions prior to the cancellation or termination of this Agreement, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, shall survive cancellation or termination thereof.

7. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties relating to matters in this Agreement.

8. The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

IN WITNESS WHEREOF, CITY and PARKLAND hereby execute this Agreement.

**Dallas County Hospital District d/b/a
Parkland Health**

The City of Lancaster, Texas

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

Scope of Services for Public Safety Licensed Clinical Social Work Services

Background

The City of Lancaster provides a multidisciplinary team capable of immediate mobilization and response 8 hours per day Monday through Friday. The team is comprised of distinct but integrated components. These include a licensed social worker (LSW) and emergency medical services. Collectively, these components emphasize a coordinated approach to persons experiencing a behavioral health needs, persons identified through 911 use or persons referred by community stake holders as utilizing emergency service to meet basic physical health, behavioral health or self-care needs who require resource connection.

The overarching goal of the Lancaster Team is the improvement of citizen's overall health and well-being, the decrease in over-utilization of scarce EMS and law enforcement resources for lower acuity, non-medical or criminal justice needs, the connection of citizens to the appropriate level of physical health and psychiatric care and the maintenance of their overall wellbeing through the coordination and connection to ongoing service providers. By utilizing a partnership between an LSW and emergency medical services, Lancaster Team increases the ability of law enforcement and EMS to focus on providing acute medical services and addressing community safety needs while providing an avenue for first responders to refer citizens for more intensive evaluation and service coordination. Lancaster Team will ensure continuity of care following intervention in the community, hospital transport or emergency detention, and provide prevention and intervention services. The Lancaster Team is a referral based, follow up, and homeless outreach program and is not intended to serve as a primary response team to emergency 911 calls for behavioral health, mental health or emergency medical services.

1. Staffing

- A. 1 full time (1.0 FTE) Licensed Social Worker (LSW) employed by Parkland will provide coverage Monday through Friday from 8:00 AM- 4:30 PM to the Team.
 - a. If additional hours of coverage are needed, then the option of PRN BioTel LSWs can be utilized if available at an additional cost per hour at the Parkland overtime rate.
- B. 1 full time (1.0 FTE) emergency medical technician (EMT)/paramedic employed by Parkland will provide coverage Monday through Friday from 8:00 AM- 4:30 PM to the Team.
 - a. If additional hours of coverage are needed then the option of PRN BioTel paramedics can be utilized if available at an additional cost per hour at the Parkland overtime rate.

- C. Any changes to the schedule will need to be discussed and agreed upon with BioTel Medical Direction leadership team.
- D. LSW and EMT/paramedic will wear team uniforms.

3.) Roles and Responsibilities

A. LSW

- a. The LSW is the behavioral health expert on the Team.
- b. The LSW is responsible for assessment of citizens with behavioral health needs, understanding signs and symptoms of DSM V diagnoses, substance intoxication and the recommendation of appropriate community resources for mitigation and management of mental health, behavioral health or social needs.
- c. The LSW is responsible for maintaining documentation in regards to care plans for identified citizens in the mutually agreed upon care record, Parkland's EPIC EHR system.
- d. The LSW is also uniquely suited to address issues related to both medical and behavioral health service coordination; social determinants of health, de-escalation and mediation in families and individuals. The LSW is responsible for knowledge of both medical and behavioral health resources in the community and the ability to successfully connect people with complex needs to those resources.
- e. The LSW will be directly supervised by BioTel Social Work leadership in conjunction with BioTel Medical Direction leadership team. Any changes or additions to roles and responsibilities will be discussed and approved through BioTel Leadership chain of command.

B. EMT/Paramedic

- a. The EMT/paramedic is the medical expert on the Team.
- b. The EMT/paramedic is responsible for the medical evaluation utilizing the BioTel Clinical Practice Guidelines in order to ensure the citizen is medically stable and no underlying medical condition is appearing as a mental health emergency.
- c. The EMT/paramedic is responsible for maintaining documentation in regards to the patient's medical evaluation in the mutually agreed upon care record, Parkland's EPIC EHR system.
- d. The EMT/paramedic will be directly supervised by BioTel Social Work manager in conjunction with BioTel Medical Direction leadership team. Any changes or additions to roles and responsibilities will be discussed and approved through BioTel Leadership chain of command.

4.) Additional Services

- A. Periodic meetings, at least quarterly, will be scheduled between Lancaster and Parkland BioTel representatives to assess the program and services provided and recommended improvements.
- B. LSW can assist with the coordination and development of education related to their area of expertise for City of Lancaster, Texas Public Safety workers. This could include education on working with vulnerable or at-risk populations, mental or behavioral health issues, continuum of care issues, cultural sensitivity or other areas identified by the Team or city leadership.
- C. Off-Line Medical Direction: Parkland Shall provide two (2) hours of off-line medical direction per month under this Agreement.
 - a. Additional Hours of offline medical direction will be provided at an hourly rate of \$200.00 per hour, to be billed to the City of Lancaster, Texas.

**Business Associate Addendum
to
Interlocal Agreement**

This Business Associate Addendum (the “Addendum”) to the Interlocal Agreement entered into between the City of Lancaster, Texas and Dallas County Hospital District dated October 1, 2022 (“Interlocal Agreement” or “Agreement”), is entered into by and between the City of Lancaster, Texas (“Business Associate”) and the Dallas County Hospital District d/b/a Parkland Health & Hospital System, (“Covered Entity”).

RECITALS

WHEREAS this Addendum is made and entered into contemporaneously with the Interlocal Agreement by and between Business Associate and Covered Entity for the provision of public safety LCSW services (the “Services”); and

WHEREAS under the Interlocal Agreement (the “Agreement”), Business Associate may perform or assist in performing a function or activity on behalf of Covered Entity that involves the Use and/or Disclosure of Protected Health Information (as defined in 45 C.F.R. 160.103 and as may be amended from time to time (“PHI”); and

WHEREAS the parties desire that the Agreement include certain requirements regarding the Use and/or Disclosure of PHI as required by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”); any and all regulations promulgated thereunder including the standards for privacy of individually identifiable health information at 45 C.F.R. Parts 160 and 164 (“Privacy Rule”) and the standards for the security of electronic protected health information at 45 C.F.R. Parts 160, 162, and 164 (“Security Rule”) (collectively, the Privacy Rule and the Security Rule are referred to herein as the “HIPAA Rules”); any applicable state law or regulation; and the Health Information Technology for Economic and Clinical Health Act (“HITECH”) provisions of the American Recovery and Reinvestment Act of 2009 (“ARRA”); and

NOW, THEREFORE, for and in consideration of the representations, warranties and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Terms Used. Terms used, but not otherwise defined, in this Addendum, shall have the same meaning as those terms in the HIPAA Rules.
2. Permitted Uses and Disclosures of PHI. Except as otherwise limited in the Agreement or this Addendum, Business Associate may Use and/or Disclose PHI to perform the functions,

activities, or services for or on behalf of Covered Entity as specified in the Agreement provided that such Use and/or Disclosure would not violate the HIPAA Rules if done by Covered Entity. All other Uses or Disclosures not authorized by the Agreement or this Addendum are prohibited.

3. Business Associate agrees to:

3.1. Not Use and/or Disclose PHI other than as permitted or required by the Agreement, this Addendum, or as required by law.

3.2. Use appropriate safeguards to comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI and to implement and use appropriate safeguards to reasonably and appropriately protect the confidentiality, integrity and availability of PHI and to prevent the Use and/or Disclosure of PHI other than as provided for by the Agreement or this Addendum.

3.3. Report to Covered Entity, through its Privacy Officer, any Use or Disclosure of PHI not provided for by the Agreement or this Addendum within three (3) business days of discovering the unauthorized Use or Disclosure. Additionally, within three (3) business days of discovery, Business Associate agrees to report any potential Breach of unsecured PHI as that term is defined in 45 CFR 164.402 and any successful Security Incident as that term is defined in 45 CFR 164.304. Unsuccessful Security Incidents shall be reported to Covered Entity only upon request. Business Associate shall permit Covered Entity to investigate any report submitted pursuant to this provision and shall allow Covered Entity to examine Business Associate's premises, records, and practices. In the event Covered Entity is required to provide notice to Individuals impacted by a Breach caused by Business Associate or its subcontractors and agents, Business Associate shall reimburse Covered Entity for the reasonable costs relating to the provision of such notice.

3.4. Ensure that all subcontractors and agents to whom it provides PHI received from, or created or received by, Business Associate on behalf of Covered Entity sign a business associate agreement meeting the requirements of 45 CFR 164.504 and agree in writing to the same restrictions, conditions, and requirements that apply to Business Associate pursuant to this Addendum. This shall include, without limitation, ensuring that agents and subcontractors implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI created, received, maintained, stored, or transmitted on behalf of Covered Entity. Business Associate shall be fully liable to Covered Entity for any acts, failures or omissions of its subcontractors and agents as if the acts, failures or omissions were Business Associate's own acts, failures or omissions.

3.5. Provide access (at the request of, and in a reasonable time and manner designated by, Covered Entity) to PHI in a Designated Record Set in order to meet the requirements under 45 C.F.R. 164.524. In the event an Individual submits a request for access directly to Business Associate, Business Associate shall promptly forward the request to Covered Entity through its Privacy Officer. Business Associate is not required to provide access to PHI if it does not maintain a Designated Record Set on behalf of Covered Entity.

3.6. Make any amendment(s) (at the request of, and in a reasonable time and manner designated by, Covered Entity) to PHI in a Designated Record Set that Covered Entity directs pursuant to 45 C.F.R. 164.526. In the event an Individual submits a request for amendment directly to Business Associate, Business Associate shall promptly forward the request to Covered Entity through its Privacy Officer. Business Associate is not required to amend PHI if it does not maintain a Designated Record Set on behalf of Covered Entity.

3.7. Make internal practices, books, and records relating to the Use and Disclosure of PHI received from, created, or received by Business Associate on behalf of Covered Entity available to the Secretary of the Department of Health and Human Services or his/her designee (the "Secretary"), in a reasonable time and manner as designated by the Secretary, for the purposes of determining compliance with the Privacy Rule and this Addendum. Business Associate shall promptly notify Covered Entity of communications with the Secretary regarding PHI provided by or created by Covered Entity and shall provide Covered Entity with copies of any information Business Associate has made available under this provision. Notwithstanding the foregoing, no attorney-client, accountant-client, or other legal privilege shall be deemed waived by Business Associate or Covered Entity by virtue of this Addendum.

3.8. Document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528 as may be amended from time to time, and incorporating exceptions to such accounting designated under the regulation. Accounting of disclosures shall be in accordance with the policies and procedures of the Covered Entity and shall be made within a reasonable time specified by Covered Entity. The first accounting in any 12 month period requested by an Individual shall be provided without charge; a reasonable charge may be made for subsequent accountings if Business Associate informs the Individual in advance of the fee and the Individual is afforded an opportunity to withdraw or modify the request. In addition, to the extent that Business Associate maintains PHI in an electronic health record, Business Associate agrees to account for all disclosures of electronic PHI upon request of an Individual for a period of at least three (3) years prior to the request (but no earlier than the Effective Date of this Addendum. For purposes of this Addendum, the "Effective Date" shall mean the start of the Term as defined in the Interlocal Agreement) as required by HITECH. Such accounting shall be directly to the Individual if requested by the Covered Entity.

3.9. Provide to Covered Entity, in a reasonable time and manner designated by Covered Entity, information collected in accordance with Section 3.8. of this Addendum, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528.

3.10. Ensure that all Uses and Disclosures of PHI are subject to the principle of “minimum necessary,” i.e., only PHI that is the minimum necessary to accomplish the intended purpose of the use, disclosure, or request may be used or disclosed.

3.11. Mitigate, to the extent practicable, any harmful effect of an unauthorized use or Disclosure of PHI and any Breach or Security Incident by Business Associate or its subcontractors or agents of which Business Associate becomes aware.

3.12. Provide adequate training to members of its workforce and to its subcontractors and agents regarding the requirements of the HIPAA Rules, HITECH, and this Addendum.

3.13. Provide Business Associate’s policies and procedures for maintaining the confidentiality of records in a Designated Record Set as required by the Privacy Rule and this Addendum to Covered Entity at its request.

3.14. Comply with all applicable federal and state privacy and security requirements.

4. Covered Entity agrees to:

4.1. Provide Business Associate with its notice of privacy practices if a limitation in the notice of privacy practices may affect Business Associate’s Use or Disclosure of PHI under the Agreement of this Addendum.

4.2. Provide Business Associate with any changes in, or revocation of, permission by an Individual to the Use and/or Disclosure of PHI, if such changes affect Business Associate’s permitted or required Uses and/or Disclosures. Covered Entity will further notify Business Associate of any restriction on the Use and/or Disclosure of PHI agreed to by Covered Entity in accordance with the provisions of 45 CFR 164.522 and any restriction requested by an Individual that Covered Entity is required to comply with in accordance with the provisions of HITECH.

5. Specific Uses and Disclosures Permitted by Business Associate. Except as otherwise limited in the Agreement and this Addendum, Business Associate may:

5.1. Use or Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate provided that such Uses and Disclosures are required under state and federal laws, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies business associate of any instances of which it is aware in which the confidentiality of the information has been breached.

5.2. Use PHI to provide Data Aggregation services to Business Associate as permitted by 42 C.F.R. 164.504(e)(2)(i)(B).

6. LIABILITY LIMITATIONS. ALL PARTIES AGREE TO BE RESPONSIBLE FOR THEIR OWN NEGLIGENT ACTS OR OMISSIONS OR OTHER TORTIOUS CONDUCT IN THE COURSE OF PERFORMANCE OF THIS AGREEMENT, WITHOUT WAIVING ANY SOVEREIGN IMMUNITY, GOVERNMENTAL IMMUNITY OR AVAILABLE DEFENSES AVAILABLE TO THE PARTIES UNDER TEXAS 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. ALL PARTIES AGREE THAT ANY SUCH LIABILITY OR DAMAGES OCCURRING DURING THE PERFORMANCE OF THIS AGREEMENT CAUSED BY THE JOINT OR COMPARATIVE NEGLIGENCE OF THE PARTIES, OR THEIR EMPLOYEES, AGENTS OR OFFICERS SHALL BE DETERMINED IN ACCORDANCE WITH COMPARATIVE RESPONSIBILITY LAWS OF TEXAS.

7. Term and Termination.

7.1. Term. This Addendum shall be effective contemporaneously with the Interlocal Agreement and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such PHI, in accordance with Section 7.3 below.

7.2. Termination for Cause. Covered Entity may immediately terminate the Interlocal Agreement and this Addendum if Covered Entity determines that Business Associate has breached a material term of this Addendum. Alternatively, the Covered Entity may choose, in its sole discretion, to: (i) provide the Business Associate written notice of the existence of an alleged material breach; and (ii) afford the Business Associate an opportunity to cure said alleged material breach upon mutually agreeable terms. Nonetheless, in the event that mutually agreeable terms cannot be achieved within ten (10) days, Business Associate must cure said breach to the satisfaction of the Covered Entity within thirty (30) days from the date of the original notice. Failure to cure in the manner set forth in this paragraph is grounds for the immediate termination of the underlying Interlocal Agreement and this Addendum.

7.3. Effect of Termination.

7.3.1. Except as provided in paragraph 7.3.2 of this Section, upon termination of the Interlocal Agreement or this Addendum, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity unless otherwise required by law to retain said records. This Section shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate. Unless otherwise required by law, Business Associate shall retain no copies of the PHI.

7.3.2. In the event that Business Associate determines that return or destruction of the PHI is infeasible or not in compliance with applicable laws, Business Associate shall provide in writing to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual written agreement of the Parties that return or

destruction of the PHI is infeasible, Business Associate shall extend the protections of this Addendum to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

8. **Rights to Proprietary Information; Injunctive Relief.** Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI it releases to Business Associate. Business Associate agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as Covered Entity shall deem appropriate. Such right of Covered Entity is to be in addition to the remedies otherwise available to Covered Entity at law or in equity.

9. **Miscellaneous.**

9.1. **Amendment.** The Parties agree to take such action as is necessary to amend this Addendum from time to time to comply with the requirements of applicable federal or state laws or regulations governing the Use or Disclosure of Individually Identifiable Health Information.

9.2. **Survival.** The respective rights and obligations of Business Associate under Section 7 of this Addendum shall survive the termination of the Agreement and this Addendum.

9.3. **Interpretation.** Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits the Parties to comply with HIPAA and HITECH. The provisions of this Addendum shall prevail over any provisions in the underlying Agreement that may conflict or appear inconsistent with any provision in this Addendum.

9.4. **No Third Party Beneficiary.** Nothing in this Addendum is intended, nor shall be deemed, to confer any benefits on any third party.

9.5. **Counterparts; Facsimiles.** This Addendum may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

9.6. **Supercedure.** In the event that any term or provision of any agreement between the parties conflicts with a term or provision of this Addendum, this Addendum shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their respective duly authorized representatives.

**Dallas County Hospital District d/b/a
Parkland Health**

Business Associate

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting

3.

Meeting Date: 09/26/2022

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

Goal(s): Sound Infrastructure
Quality Development

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

Agenda Caption:

Z22-14 Conduct a public hearing and consider a request to rezone from Retail District (R) to Single-Family Residential District (SF-6) on 0.16 acre. The property is addressed as 119 East Hammond Avenue, located west of the intersection of East Hammond Avenue and North Henry Street. The property is known as Lot 4, Block 5 of the T J Beesleys 2 Addition in the City of Lancaster, Dallas County, Texas.

Background:

1. **Location and Size:** 119 East Hammond Avenue is located west of the intersection of East Hammond Avenue and North Henry Street. The property is approximately 0.16 acre in size.
2. **Current Zoning:** The subject property is currently zoned Retail (R).
3. **Adjacent Properties:**
North: Retail (R); Single-Family Residential (SF-6) - Undeveloped Lots and Single-Family Homes
South: Retail (R); Single-Family Residential (SF-6) - Commercial and Single-Family Home
East: Single-Family Residential (SF-6) - Single-Family Homes
West: Retail (R) - Single-Family Homes and Commercial
4. **Comprehensive Plan Compatibility:** The Future Land Use Plan of the Comprehensive Plan identifies this site as Reinvestment Area. The requested zoning change from retail to single-family residential is not consistent with the 2016 Comprehensive Plan.

5. **Case History:**

10/6/1989	CC	Approved Retail
9/6/2022	P&Z	Z22-14 P&Z recommended denial of SF-6

Operational Considerations:

This is a request to rezone the subject property from Retail (R) to Single-Family Residential (SF-6) for the purpose of an addition to the existing home, which is currently a nonconforming use. Per the Lancaster Development Code (LDC) Section 14.408 (C)(3) Non-Conforming Uses, Structures and Sites states, "No existing building or premises devoted to a use that is not permitted by this Ordinance in the district in which such building or premises is located shall be enlarged or altered in a way which increases its nonconformity".

Pursuant to Section 14.1101 of the LDC, when reviewing a zoning change application, there are five (5) considerations that must be made when deciding on a zoning change application. The following is an

analysis of these considerations:

Consistency with the Comprehensive Plan

The City's 2016 Comprehensive Plan identifies this site as Reinvestment Area. Reinvestment areas are existing developed or vacant properties that are not performing or are dilapidated and, due to market trends, could have a better use and would need improvements or an anchor to improve performance. A commercial development that attracts other businesses and improves development prospects in the area would be most appropriate, because these areas have the potential for redevelopment. The proposed zoning district is not appropriate as it would allow for single-family homes.

Potential Impact on Adjacent Development

The subject property is developed with a single-family home approximately 676 square feet in size. Although the properties to the east are single-family homes appropriately zoned, properties to the west are single-family homes zoned Retail. The single-family structures zoned Retail are legal non-conforming uses. Should the single-family use cease for a total of 180 calendar days during any three (3) year period, the use will no longer be permitted. The improvement of single-family homes on these properties will not promote prospective commercial developments in the surrounding area.

Availability of utilities and access

Both water and sewer line availability are located along East Hammond Avenue.

Site conditions such as vegetation, topography, and flood plain

The site is currently developed as a single-family dwelling. Due to the site being an existing structure, an addition to the home would have minimal impact on vegetation, topography and flood plain.

Timing of Development as it relates to Lancaster's Capital Improvement Plan

There are currently no capital plans programmed for East Hammond Avenue. The local road standards for the MTP require 60- foot rights-of-way. The property is currently platted with 20-feet rights-of-way. Should the City Council approve the rezoning request, the home's expansion will not trigger additional rights-of-way dedication.

Based upon an analysis of the five (5) criteria that must be taken into consideration when reviewing a change in zoning application, the proposed zoning change request to SF-6 is not appropriate as the proposed zoning district allows residential development that is inconsistent with the Comprehensive Plan, and vision for the area. Reinvestment Areas are meant to serve as a catalyst for new commercial developments or revamp areas that are not performing well. Therefore, staff recommends denial of the request, as the proposed zoning district would negatively impact the potential reinvestment of the area as envisioned through the Comprehensive Plan.

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. On August 26, 2022, a notice for this public hearing appeared in the Focus Daily Newspaper. Staff also mailed notices to property owners within 200 feet of the subject site. There are no letters in support or opposition to this request.

Options/Alternatives:

1. City Council may approve the zoning change request, as presented.
2. City Council may approve the zoning change request with changes, and state those changes.
3. City Council may deny the zoning change request.

Recommendation:

On September 6, 2022, the Planning and Zoning Commission recommended denial as presented. Staff concurs with the Planning and Zoning Commission.

Attachments

Location Map

Exhibit

Conceptual Floor Plan

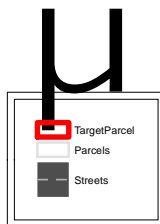
City of Lancaster

119 E Hammond St

Zoned: R



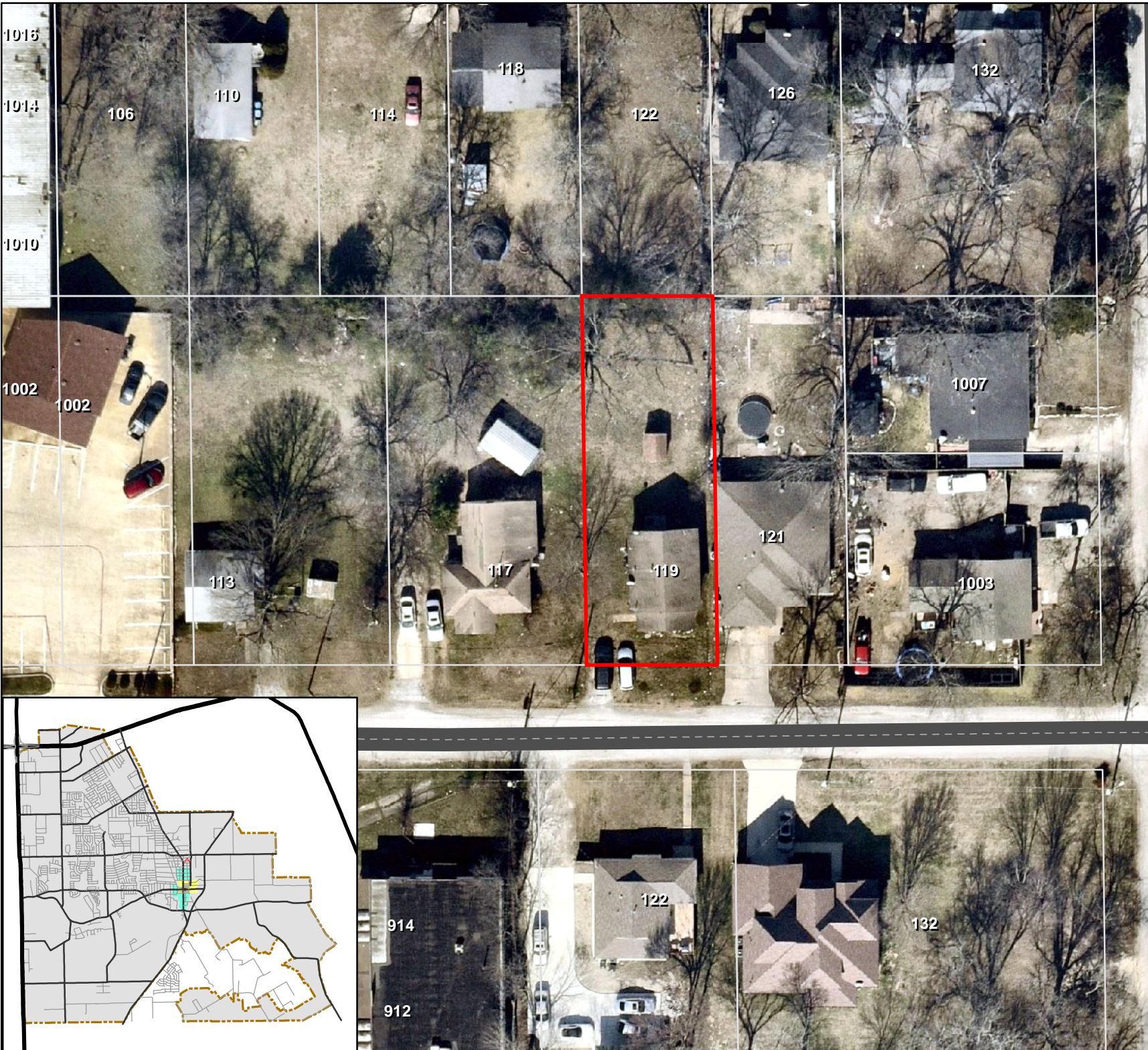
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0 10 20 40 Feet

Date: 8/15/2022

HENRY ST



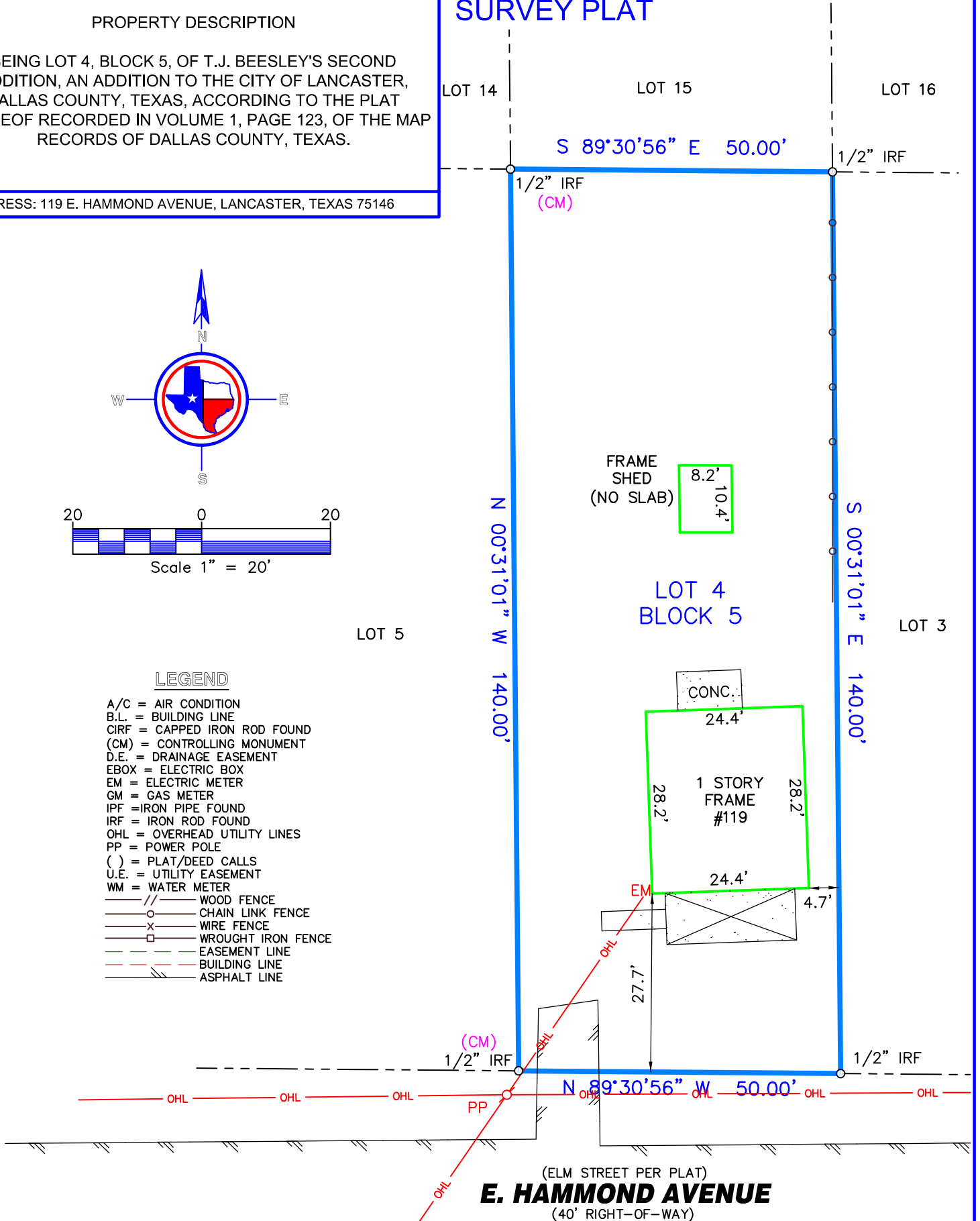
SURVEY PLAT

ADDRESS: 119 E. HAMMOND AVENUE, LANCASTER, TEXAS 75146



A/C = AIR CONDITION
B.L. = BUILDING LINE
CIRF = CAPPED IRON ROD FOUND
(CM) = CONTROLLING MONUMENT
D.E. = DRAINAGE EASEMENT
EBOX = ELECTRIC BOX
EM = ELECTRIC METER
GM = GAS METER
IPF = IRON PIPE FOUND
IRF = IRON ROD FOUND
OHL = OVERHEAD UTILITY LINES
PP = POWER POLE
() = PLAT/DEED CALLS
U.E. = UTILITY EASEMENT
WM = WATER METER

—//— WOOD FENCE
—○— CHAIN LINK FENCE
—x— WIRE FENCE
—□— WROUGHT IRON FENCE
— — — — — EASEMENT LINE
— — — — — BUILDING LINE
—//— ASPHALT LINE



1. Directional Control shown hereon are based on NAD83(CORS96, EPOCH 2002) tied to the Texas Coordinate System of 1983, North Central Zone (4202) using the "TRIMBLE" RTK GPS Network.

I hereby certify to Aland Management, Inc., that this plat represents the result of a survey made on the ground and is a true and accurate representation of the property shown hereon. There are no encroachments or protrusions except as shown hereon.

2. This survey was performed without the benefit of a current title commitment and might not portray exceptions that a current title commitment might reveal. No additional research of easements, restrictions or ordinances was performed by surveyor.

According to my interpretations of the Dallas County, Texas and Incorporated Areas, Flood Insurance Rate Map Number 48113C0635K, dated July 7, 2014, the subject property lies within flood Zone "X" and is not shown to be within a Special Flood Hazard Area. This statement does not imply that the property and/or structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This statement shall not create liability on the part of the surveyor.

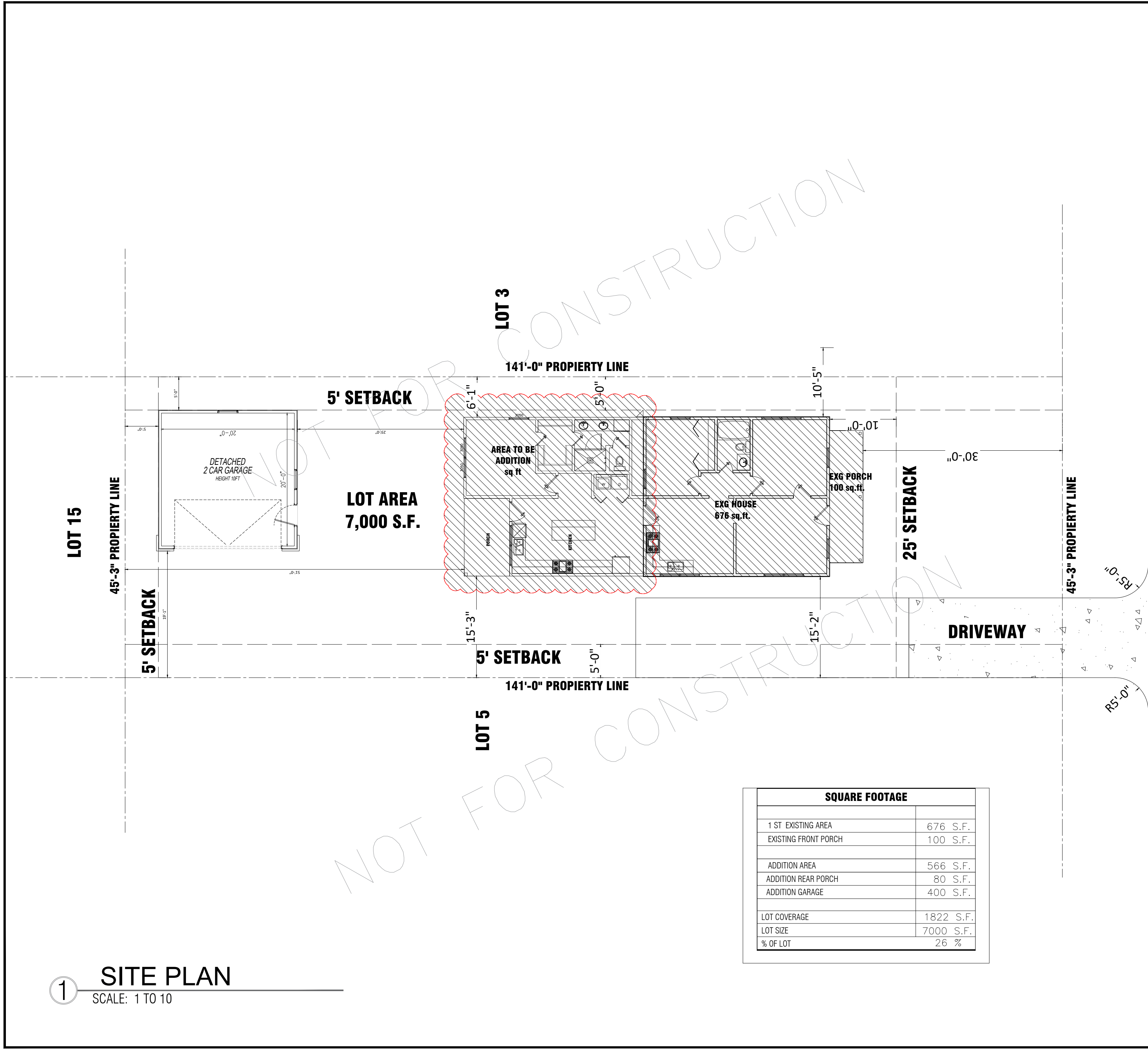
Todd Fincher, R.P.L.S. No. 5633
Signed: August 18, 2022.



JOB NO.	<u>2208-1009</u>	
FIELD	<u>E.L.S.</u>	X
DRAFT	<u>T.F.</u>	
CHECK	<u>T.F.</u>	X

ROCKSTAR LAND SURVEYING, LLC

P.O. BOX 954 TXBPLS FIRM NO. 10194763
Canton, Texas 75103 PHONE: 903-944-6397
www.texasrpls.com todd@texasrpls.com



1 SITE PLAN
SCALE: 1 TO 10

SQUARE FOOTAGE	
1 ST. EXISTING AREA	676 S.F.
EXISTING FRONT PORCH	100 S.F.
ADDITION AREA	566 S.F.
ADDITION REAR PORCH	80 S.F.
ADDITION GARAGE	400 S.F.
LOT COVERAGE	1822 S.F.
LOT SIZE	7000 S.F.
% OF LOT	26 %

CITY STAMP:

SCOPE OF WORK:
ADDITION

ADDRESS:
HAMMOND

LEGAL DESCRIPTION:
1: T J BEESLEYS 2
2: BLK 5 LOT 4

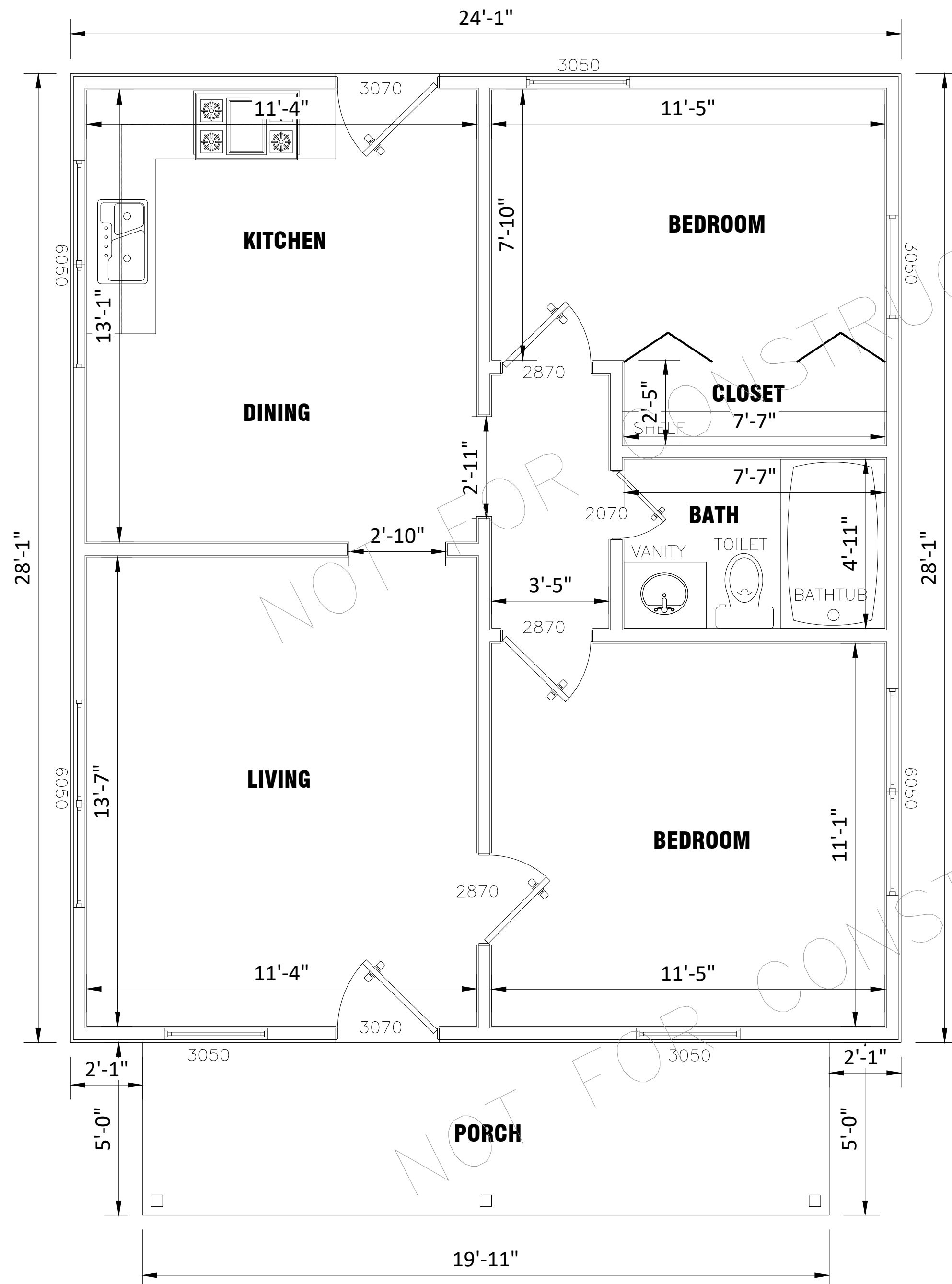
DRAWING CONTENT:
SITE PLAN

SCALE:
1 TO 10

DATE: 08/26/ 2022

SHEET: 01 OF 03

BUILDING SCALE ENTERPRISE LLC
214-264-7242 972-854-6047 469-987-6047
www.plansscale.net admin@plansscale.net
351 W JEFFERSON BLVD SUITE #730
Dallas, TX 75208



1 EXISTING FLOOR PLAN
SCALE: 3/8" = 1'-0"

SQUARE FOOTAGE	
1 ST EXISTING AREA	676 S.F.
EXISTING FRONT PORCH	100 S.F.
ADDITION AREA	566 S.F.
ADDITION REAR PORCH	80 S.F.
ADDITION GARAGE	400 S.F.
LOT COVERAGE	1822 S.F.
LOT SIZE	7000 S.F.
% OF LOT	26 %

CITY STAMP:

SCOPE OF WORK:
ADDITION

ADDRESS:
HAMMOND


LEGAL DESCRIPTION:
1: T J BEESLEYS 2
2: BLK 5 LOT 4

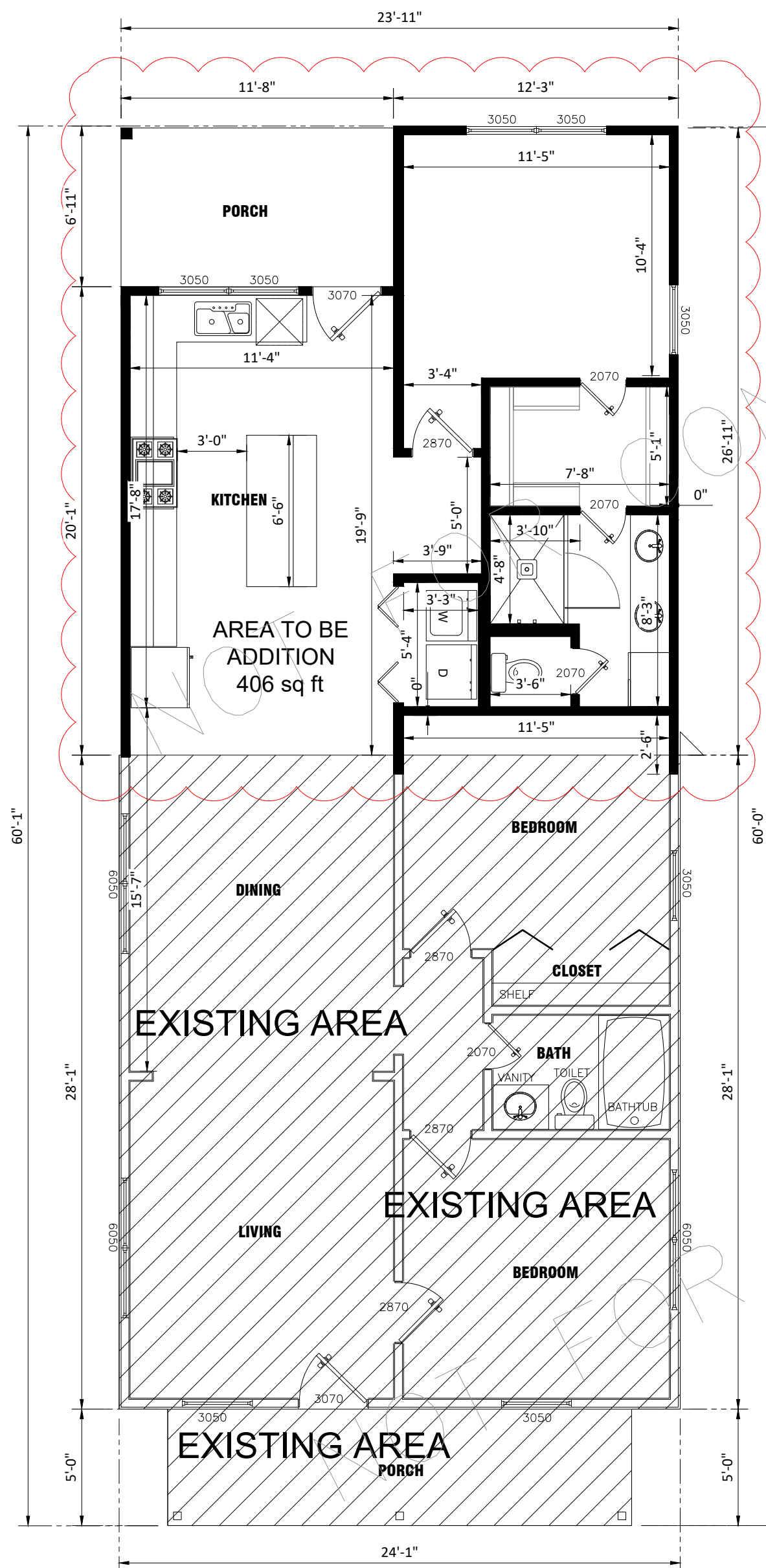
DRAWING CONTENT:
EXISTING
FLOOR PLAN

SCALE:
3/8" = 1'-0"

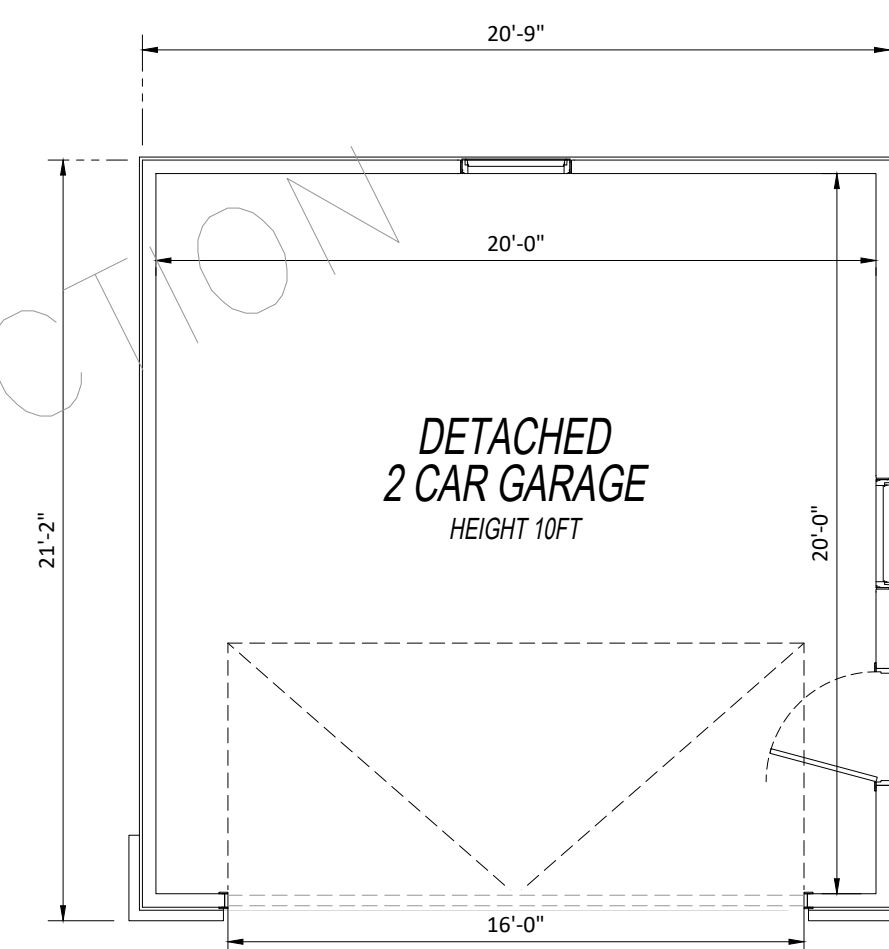
DATE: 08/26/ 2022

SHEET: 04 OF 15


**BUILDING SCALE
ENTERPRISE LLC**
214-264-7242 972-854-6047 469-987-6047
www.plansscale.net admin@plansscale.net
351 W JEFFERSON BLVD SUITE #750
DALLAS, TX 75208



1 FLOOR PLAN
SCALE: 3/16" = 1'-0"



2 ADDITION GARAGE
SCALE: 3/16" = 1'-0"

SQUARE FOOTAGE	
1 ST. EXISTING AREA	676 S.F.
EXISTING FRONT PORCH	100 S.F.
ADDITION AREA	
ADDITION REAR PORCH	80 S.F.
ADDITION GARAGE	400 S.F.
LOT COVERAGE	1822 S.F.
LOT SIZE	7000 S.F.
% OF LOT	26 %

CITY STAMP:

SCOPE OF WORK:
ADDITION

ADDRESS:
HAMMOND


LEGAL DESCRIPTION:
1: T J BEESLEYS 2
2: BLK 5 LOT 4

DRAWING CONTENT:
FLOOR PLAN

SCALE:
3/16" = 1'-0"

DATE: 08/26/ 2022

SHEET: 04 OF 15


**BUILDING SCALE
ENTERPRISE LLC**
214-264-7242 972-854-6047 469-987-6047
www.planscale.net admin@planscale.net
351 W JEFFERSON BLVD SUITE #750
DALLAS, TX 75208

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting

4.

Meeting Date: 09/26/2022

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

Goal(s): Quality Development

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

Agenda Caption:

Z22-15 Conduct a public hearing and consider a rezoning request from an Agricultural Open District (A-O) to Single-Family Residential District (SF-6) on 31.5 acres. The property is addressed as 1747 North Houston School Road, located north of the intersection of North Houston School Road and West Pleasant Run Road. The property is known as Tract 6 of the Marady Parks Addition, Abstract 1120 Pg 345, in the City of Lancaster, Dallas County, Texas.

Background:

1. **Location and Size:** The property is located north of the intersection of North Houston School Road and West Pleasant Run Road and is approximately 31.5 acres in size.
2. **Current Zoning:** The subject parcel is currently zoned Agricultural Open.
3. **Adjacent Properties:**
 - North: Agricultural Open (AO) - Single family homes
 - South: Planned Development (PD); Multi-Family (MF-16) - Apartments
 - East: Agricultural Open (AO) - Single- family homes
 - West: Multi-Family (MF-16) - Undeveloped
4. **Comprehensive Plan Compatibility:** The Future Land Use Plan of the Comprehensive Plan designates this site as Suburban Neighborhood. The proposed zoning district is consistent with the Future Land Use Plan of the Comprehensive Plan; however, the proposed density is not consistent with the City Council's vision of 1-2 single-family dwelling units per acre.
5. **Case History:**

10/6/1989	CC	Approved Agricultural open
9/6/2022	P&Z	Z22-14 P&Z recommended denial of SF-6

Operational Considerations:

Pursuant to Section 14.1101 of the Lancaster Development Code (LDC), when reviewing a zoning change application, there are five (5) considerations that must be made when deciding on a zoning change application. The following is an analysis of these considerations:

Consistency with the Comprehensive Plan: The City's Future Land Use Plan of the Comprehensive Plan identifies this site as suitable for Suburban Neighborhood uses. The Future Land Use Plan states that, "Suburban neighborhoods will continue to be the dominant place type in Lancaster providing a variety of residential products ranging from townhomes to single-family detached. These neighborhoods would

generally be formed as subdivisions with residential densities ranging from 2-8 dwelling units per acre." The proposed density is six (6) units per acre. The proposed density is within the range indicated in the Comprehensive Plan; however, it is inconsistent with City Council Goals and Objectives advocate for "low density, high-quality single-family residential development". Low-density development includes densities ranging from 1 to 2 units per acre. No amenities are outlined in the conceptual plan that could enhance the project into a "high-quality development". Possible amenities may include parks, trails, community centers, community gardens, and gated community.

Potential Impact on Adjacent Development: This subject property is surrounded by residential uses on the north, east, and west sides. The properties to the south are developed with three separate apartment complexes. City Council has expressed a vision to move away from the traditional neighborhood development patterns that already exist in Lancaster.

Availability of utilities and access: The subject property is served by City of Lancaster water and sewer. The applicant will be responsible for connecting to those utilities. Access to this site would be provided from North Houston School Road.

Timing of Development as it relates to Lancaster's Capital Improvement Plan (CIP): The Master Thoroughfare Plan (MTP) identifies North Houston School Road as a 100-foot Major Arterial Type B. Rights-of-way dedication will occur at the time of platting. Construction and acceptance of the public rights-of-way is required prior to the submittal of the final plat and application for building permits.

Site conditions such as vegetation, topography, and flood plain: The subject property is currently undeveloped. Upon construction of this site, factors such as vegetation, topography and flood plain issues will be addressed as part of the plat and civil engineering process and more specifically during the civil review before construction. A portion of this property is in the floodplain and will require a flood study. All FEMA floodplain regulations are applicable.

Based upon an analysis of the five (5) considerations that must be taken into consideration when reviewing a change in zoning application, the proposed zoning change request to SF-6 is not appropriate as the proposed zoning district allows a dense residential development that is inconsistent with the City Council's Goals and Objectives to promote next level housing. In addition, the proposed development lacks amenities. Staff recommends a denial of the requested SF-6.

Public Information Considerations:

This item is being considered at a Regular Meeting of the Planning and Zoning Commission noticed in accordance with the Texas Open Meetings Act. On August 26, 2022 a notice for this public hearing appeared in the Focus Daily Newspaper. Staff also mailed notices to property owners within 200 feet of the subject site. At the time of this report there were no letters received in support or opposition to this request.

Options/Alternatives:

1. City Council may approve the zoning change request, as presented.
2. City Council may approve the zoning change request with changes, and state those changes.
3. City Council may deny the zoning change request.

Recommendation:

On September 6, 2022, the Planning and Zoning Commission recommended denial as presented. Staff concurs.

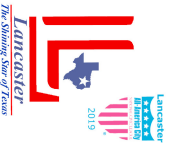
Attachments

Location Map
Exhibit

City of Lancaster

1747 N Houston School Rd

Zoned: AO

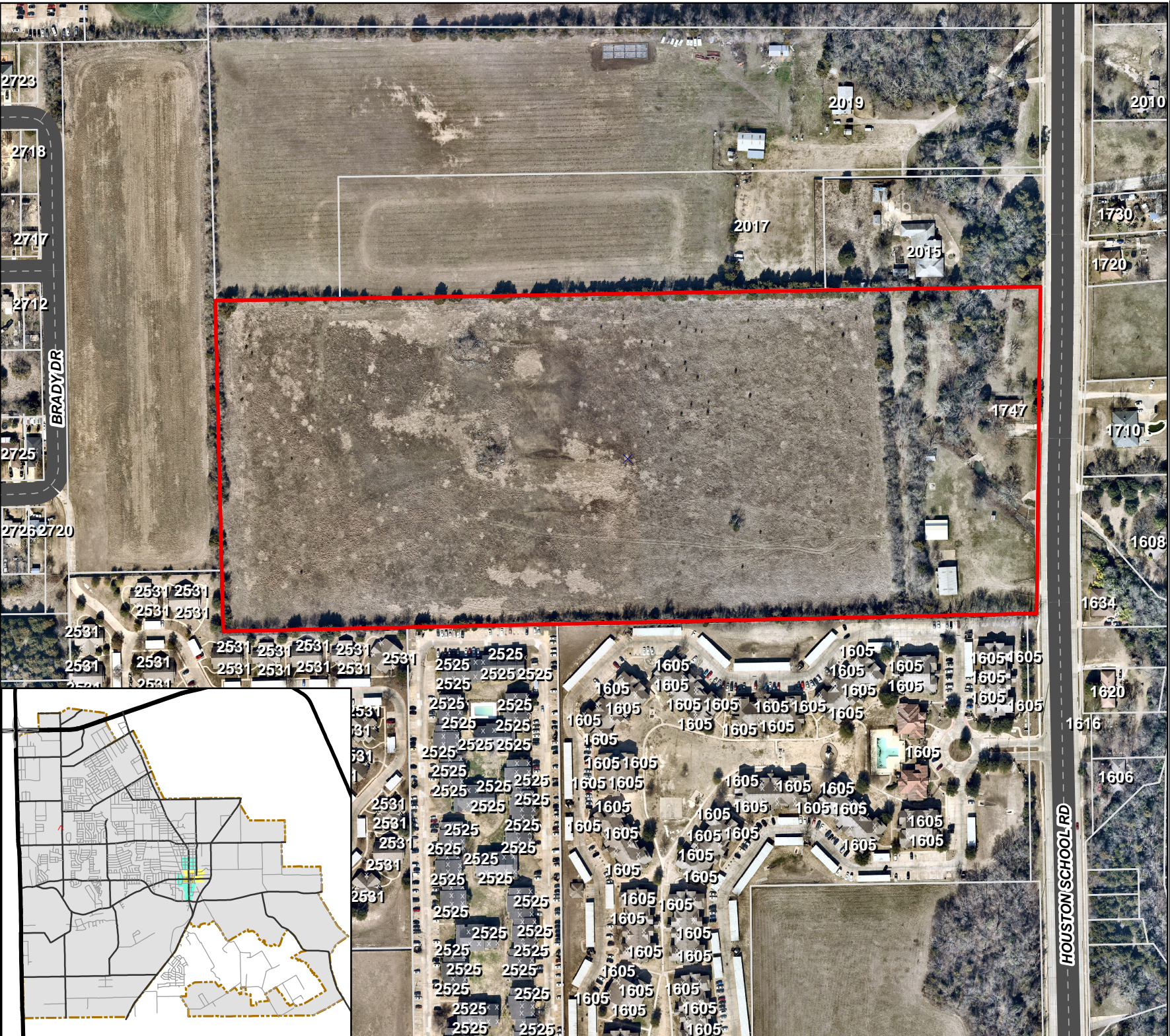


DISCLAIMER / LIMITATION OF LIABILITY
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0 70 140 280 Feet

Date: 8/15/2022

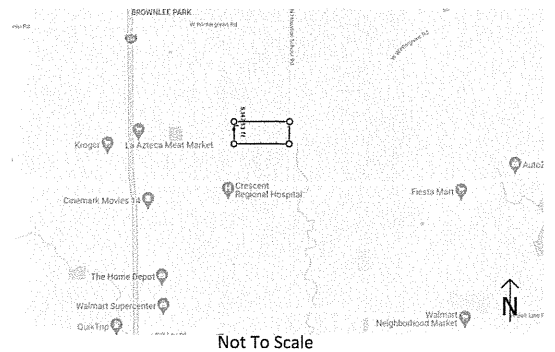


BEING a tract of land situated in the Mereda Parks Survey, Abstract Number 1120, Dallas County, Texas, and being all of that tract of land described in deed to Patsy Gale O'Rear Brundage, as recorded in Instrument Number 201000284280 of the Official Public records of Dallas County, Texas (O.P.R.D.C.T.), and being more particularly described by metes and bounds as follows:

THENCE South 88 degrees 36 minutes 38 seconds West, departing said west right-of-way line and along the common north line of said Lot 1 and south line of the herein described tract, passing at a distance of 1,054.99 the northwest corner of said Lot 1, and continuing along the south line of the herein described tract, in all a total cumulative distance of 1,827.83 feet to a 112-inch iron rod with cap stamped "Pacheco-Koch" found for the southwest corner of the herein described tract, said corner being on the east line of that tract of land described in deed to SLJ Company, as recorded in Volume 98149, Page 1370 of the Deed Records of Dallas County, Texas;

THENCE North 89 degrees 08 minutes 39 seconds East, along the north line of the herein described tract, a distance of 1,853.78 feet to a 112-inch iron rod with a yellow plastic cap stamped "GEONAVM" (herein after referred to as :with cap") set for the point of curvature of a non-tangent circular curve to the having a radius of 7160.00 feet, whose chord bears South 01 degrees 09 minutes 50 seconds West, a distance of 273.02 feet, said corner being the common northeast corner of the herein described tract and northwest corner of said Dallas County tract, said corner also being on the aforementioned west right-of-way line of North Houston School Road;

THENCE South 00 degrees 54 minutes 21 seconds East, continuing along said common line, a distance of 59.59 feet to the POINT OF BEGINNING AND CONTAINING 1,363,170 square feet or 31.29 acres of land, more or less.



- NOTES:**
1. ACCORDING TO MAP NO. 48113C0635K, THIS PROPERTY LIES IN ZONE "X" AND DOES NOT LIE WITHIN THE 100 YEAR FLOOD ZONE.
 2. SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW, DOING SO IS SUBJECT TO FINES AND THE WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
 3. APPROVAL OF THE ZONING CASE ASSOCIATED WITH THIS EXHIBIT SHALL NOT IMPLY APPROVAL OF ANY ASSOCIATED STUDY, PLAT, OR PLAN, APPROVAL OF DEVELOPMENT STANDARDS SHOWN HEREON, OR THE INITIATION OF THE DEVELOPMENT PROCESS. PLANNING AND ZONING COMMISSION AND/OR CITY COUNCIL ACTION ON STUDIES, PLATS, OR PLANS RELATING TO DEVELOPMENT OF THIS PROPERTY SHALL BE CONSIDERED AS AN ACTION SEPARATE FROM ACTION TAKEN ON THIS ZONING CASE.

NORTH HOUSTON SCHOOL ROAD
(A VARIABLE WIDTH ROW)

DRAINAGE EASEMENT
INST. NO. 20080166708
OPRDCT

City Signature Block for Tract 6, Marady Parks Survey
Abstract No. 1120 - 31.29acres / 1,363,170sf

DATE:	ISSUED FOR:	COMMENTS:
Drawing File:	1747NHOUSTONSC100L-230608.DWG	Confidential/Copyright (c) IHP 2022

LEGEND:
SIR
FIRC
P.O.B.
R.O.W.
C.M.
W.E.
Basis of Bearings
Drain. & Det.

ENGINEER:
IHP Engineering, LLC
13151 Emily Road
Suite #120
Dallas, TX 75240
P: 214-715-1010
E: info@ihpengineering.com

Date:	06-10-2021
Scale:	1" = 100'
Drawn By:	N. P. K.
Page:	Z1

Conceptual Site Plan