



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

Monday, April 24, 2023 - 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/j/82001728022?pwd=UHQRWnlacGJpaUFlaTNRTFBKY25KZz09>

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: Lancaster Interdenominational Ministerial Alliance

PLEDGE OF ALLEGIANCE: Councilmember Strain-Burk

PROCLAMATION: My Brother's Keeper, Paul Hardy 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 Regular Meeting held on March 27, 2023.
2. Consider a resolution authorizing the purchase of one (1) Gradall XL3100 V 2022 Excavator, from Kirby Smith Machinery-Inc., through an interlocal agreement with Buyboard in an amount not to exceed four hundred and thirty-nine thousand eight hundred and twenty-five dollars and zero cents (\$439,825.00).

3. Consider a resolution approving the terms and conditions of an agreement for employee uniforms with Uniform Solutions, Inc. for employees of the City of Lancaster.

PUBLIC HEARING:

4. Z23-04 Conduct a public hearing and consider an ordinance granting a zoning change from Agricultural Open (AO) to Single Family Estates (SF-E). The property is located along the cul de sac of Raintree Drive approximately 2,000 feet from Nokomis Road addressed as 1550 Raintree Drive, known as Block 0, Lot 13, Raintree Acres Addition, City of Lancaster, Dallas County, Texas.
5. Z23-05 Conduct a public hearing and consider an ordinance granting a Specific Use Permit to Oncor to have three portable buildings for the purpose of temporary staff training at the Oncor facility, located at 2471 S. Dallas Ave., Lancaster, Dallas County, Texas.
6. Z23-06 Conduct a public hearing and consider an ordinance to revoke a Specific Use Permit for the properties addressed as 4523, 4533, 4543, North University Hills Boulevard, located north of the intersection of North University Hills Boulevard and IH-20 known as Lot 1, 23.86 acres; Lot 5, 2.17 acres; and Lot 10, 5.09 acres out of the Silas B Runyon Survey, Abstract No. 1199, Pg 170. The property is currently zoned Commercial Highway (CH) Campus District Overlay with a Specific Use Permit for Commercial Amusement, Catering Club and a Private Club.

ACTION:

7. Discuss and consider a resolution amending Resolution 2023-01-16 approving the Texas Department of Transportation's Advance Funding Agreement that provides one hundred percent (100%) of the total cost for the replacement of Keller Branch bridge on Belt Line Road through the Infrastructure Investment and Jobs Act (IIJA) as well as the Highway Bridge Replacement and Rehabilitation Program (HBRRP).
8. Discuss and consider a resolution approving the terms and conditions of a Hotel Occupancy Tax Loan Agreement between the City of Lancaster, Texas, and Ellen Clark, a Texas sole proprietorship, related to the renovation and use of the Lancaster Theater as a performance venue.

EXECUTIVE SESSION:

9. In accordance with Chapter 551 of the Texas Government Code (the Texas Open Meetings Act), the City Council may meet in executive session to discuss the following:
 1. Section § 551.071(1)(a) of the Texas Government Code to seek legal advice from the City Attorney concerning Houston School Road water main damage.
 2. Section § 551.071(1)(a) of the Texas Government Code to seek legal advice from the City Attorney concerning alleged water drainage claims near Lancaster Regional Airport.
10. Reconvene into open session. Consider and take appropriate action(s), if any, on closed/executive session matters.

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 April 21, 2023, @ 6:00 p.m. and copies thereof were provided to the Mayor, Mayor Pro-Tempore, Deputy Mayor Pro-Tempore and Council members.



Ray Silva-Reyes
Assistant City Manager

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting

1.

Meeting Date: 04/24/2023

Policy Statement: This request supports the City Council 2022-2023 Policy Agenda

Goal(s):

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

Submitted by: Angie Arenas, City Secretary

Agenda Caption:

Consider approval of minutes from the Regular Meeting held on March 27, 2023.

Background:

Attached for your review and consideration are the minutes of the Regular Meeting held on March 27, 2023.

Attachments

Draft Minutes 03 27 2023

MINUTES

LANCASTER CITY COUNCIL REGULAR MEETING OF MARCH 27, 2023

The City Council of the City of Lancaster, Texas, met in a called Regular Meeting in the Council Chambers of City Hall on March 27, 2023, 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 (Zoom)
Deputy Mayor Pro-Tem Mitchell Cheatham (Arrived during proclamation)
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
Carey Neal, Assistant City Manager
Chris Youngman, Emergency Management Chief
Christine Harris, Director of Finance
Dori Lee, Director of Human Resources
Jermaine Sapp, Director of Equipment and Facility Services
Kenneth, Johnson, Fire Chief
Lisa Wube, Director of Parks and Recreation
Ray Silva-Reyes, Assistant City Manager
Sam Urbanski, Police Chief
Vicki Coleman, Director of Development Services
Keturah Barnett, Assistant to the City Manager
Ron Gleaves, IT Manager
Cheryl Womble, Purchasing Agent
Reginald Lewis, Executive Assistant to the City Manager
Keaira English, Public Relations Manager
Gregory Carrell, Budget Analyst

Call to Order:

Mayor Hairston called the meeting to order at 7:04 p.m. on March 27, 2023.

Invocation:

Pastor Keith Hall from Grace Temple Church gave the invocation.

Pledge of Allegiance:

Mayor Pro-Tem Gooden Davis led the pledge of allegiance.

Proclamation:

Mayor Hairston read the Arbor Day Proclamation.

Public Testimony/Citizen's Comments:

Keaira English, 211 N. Henry St. Lancaster, TX 75146; shared information regarding the upcoming Eggstravaganza and Arbor Day celebration and National Day of Prayer event.

Consent Agenda:

1. Consider approval of minutes from the Regular Meeting held on February 27, 2023.
2. Consider declaring certain board, commission or committee position(s) vacant due to resignations.
3. Consider a resolution awarding RFP 2022-13 to Yellowstone Landscape LLC in an amount not to exceed five hundred twenty-six thousand, three hundred sixty-one dollars, and ninety-eight cents (\$526,361.98) for mowing services for municipally owned properties and rights-of-way maintenance.

MOTION: Mayor Pro-Tem Gooden Davis made a motion, seconded by Deputy Mayor Pro-Tem Cheatham to approve consent items C1 – C3. The vote was cast 7 for, 0 against.

Public Hearing:

4. **M23-5 Conduct a public hearing and consider an ordinance granting several special exceptions to the Mills Branch Overlay District on a property located at 1360 West Belt Line Road. The property is 0.76 of an acre, and is known as Lot 3, Block 0, of the Mills Branch Village Center Addition, City of Lancaster, Dallas County, Texas.**

Assistant City Manager Neal gave a staff report regarding public hearing item 4.

Mayor Hairston opened the public hearing

Clay Cristy, 1903 Central Ave, Suite 406, Bedford, TX 76021 the applicant shared his support for public hearing item 4.

Mordecai Kaikov, 4055 International Plaza # 100, Forth Worth, TX 76109 the project architect shared his support for public hearing item 4.

City Attorney Ritter advised Council on approving item 4 but subject to final approval of an ordinance reflecting the right-in/right-out term and staff will present it the next meeting in the consent agenda for Council's approval.

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

MOTION: Mayor Pro-Tem Gooden Davis made a motion, seconded by Councilmember Mejia to approve item 4 with the exception of the ordinance for the right-in/right-out term. The vote was cast 6 for, 1 against. [Cheatham]

Action

5. Discuss and consider a resolution ratifying the terms and conditions of an agreement by and between the Lancaster Economic Development Corporation, ("LEDC") and NaviRetail, Inc. for research and consulting services in an amount not to exceed forty-five thousand dollars (\$45,000) from funds collected from the $\frac{1}{4}$ of 1 percent additional sales and use tax.

Assistant City Manager Neal gave a staff report regarding action item 5.

Casey Kidd, CEO of NaviRetail provided clarification on how different their approach is in contrast with other companies in establishing their business in the City of Lancaster.

MOTION: Councilmember Strain-Burk made a motion, seconded by Mayor Pro-Tem Gooden Davis to approve item 5. The vote was cast 6 for, 1 against. [Mejia]

- 6. Discuss and consider a resolution ratifying an amendment to a performance agreement by and between the City of Lancaster and Thred Up, Inc. to extend the deadlines for the company to obtain a Certificate of Occupancy and operate the facility from January 1, 2023, to January 1, 2024, and extend the deadline to establish not fewer than one thousand five hundred (1,500) new full time employment positions from January 1, 2026, to January 1, 2027.**

Assistant City Manager Neal gave a staff report regarding action item 6.

MOTION: Councilmember Mejia made a motion, seconded by Councilmember Jaglowski to approve item 6. The vote was cast 7 for, 0 against.

- 7. Discuss and consider a resolution authorizing the City Manager to execute an amendment to a Chapter 380 Agreement by and between the City of Lancaster and Thred Up, Inc. to extend the deadlines for the company to obtain a Certificate of Occupancy and operate the facility from January 1, 2023, to January 1, 2024, and extend the deadline to establish not fewer than one thousand five hundred (1,500) new full time employment positions from January 1, 2026, to January 1, 2027.**

City Manager Mauldin-Jones shared this is a companion item to action item 7.

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

- 8. Discuss and consider a resolution ratifying a performance agreement with Kodiak Robotics, Inc., in an amount not to exceed one hundred fifty thousand dollars (\$150,000), from funds collected from one-fourth (1/4) of one (1) percent additional sales and use tax for the promotion and development of new and expanded business enterprises, as authorized by state law.**

City Manager Mauldin-Jones gave a staff report regarding action item 8.

MOTION: Councilmember Jaglowski 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 a resolution ratifying the terms and conditions of an amendment to a Performance Agreement between the Lancaster Economic Development Corporation(LEDC) and Wayfair LLC, in support of a grant to Wayfair from funds collected from the one-fourth (1/4) of one (1) percent additional sales to**

allocate fifty percent (50%) of the sales and use tax to rebate fifty percent (50%) of sales taxes collected by the company on the sale of consumer goods by Wayfair, as authorized by state law.

City Manager Mauldin-Jones gave a staff report regarding action item 9.

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

- 10. Discuss and consider a resolution Repealing and Replacing a Chapter 380 Economic Development Agreement by and between the City of Lancaster, Texas and Wayfair LLC.**

City Manager Mauldin-Jones gave a staff report regarding action item 10 and shared this is a companion to action item 9.

MOTION: Councilmember Mejia 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 a resolution ratifying the terms and conditions of an economic development performance agreement by and between the Lancaster Economic Development Corporation (LEDC) and Fresh Realm, LLC, in an amount not to exceed seven hundred eight thousand one hundred fifty dollars (\$708,150) from funds collected from the one-fourth (1/4) of one (1) percent additional sales and use tax for the promotion and development of new and expanded business enterprises, as authorized by state law.**

City Manager Mauldin-Jones gave a staff report regarding action item 11.

MOTION: Councilmember Jaglowski 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 a resolution approving a Chapter 380 Economic Development Agreement by and between the City of Lancaster and Fresh Realm, LLC.**

City Manager Mauldin-Jones gave a staff report regarding action item 12 and shared this is a companion to action item 11.

MOTION: Councilmember Mejia made a motion, seconded by Councilmember Jaglowski to approve item 12. The vote was cast 7 for, 0 against.

EXECUTIVE SESSION:

- 13. In accordance with Chapter 551 of the Texas Government Code (the Texas Open Meetings Act), the City Council may meet in executive session to discuss the following:**

1. **Section 551.071 of the Texas Government Code, the City Council shall convene in executive session to confer with the City's attorney to discuss pending, threatened, contemplated or potential related litigation in regard to Real Property located at 1508 Dewberry Boulevard (Bel-Air Place Apartments).**
 2. **Section 551.071 of the Texas Government Code, the City Council shall convene in executive session to confer with the City's attorney to discuss pending, threatened, contemplated or potential related litigation in regard to Real Property located at 632 Reindeer Road.**
 3. **Section 551.071 of the Texas Government Code, the City Council shall convene in executive session to confer with the City's attorney to discuss pending, threatened, contemplated or potential related litigation in regard to Real Property located at 791 Stanford Drive (Stanford Park).**
14. **Reconvene into open session. Consider and take appropriate action(s), if any, on closed/executive session matters.**

The City Council recessed for Executive Session at 8:36 p.m. and reconvened into open session at 9:08 p.m.

Councilmember Wheaton absent.

MOTION: Councilmember Strain-Burk made a motion, second by Deputy Mayor Pro-Tem Cheatham to authorize the City Attorney to take action on item 13. The vote was cast 6 for, 0 against. [Wheaton absent]

MOTION: Councilmember Jaglowski made a motion, seconded by Deputy Mayor Pro-Tem Cheatham to adjourn. The vote was cast 6 for, 0 against. [Wheaton absent]

The meeting was adjourned at 9:08 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: 04/24/2023

Policy Statement: This request supports the City Council 2022-2023 Policy Agenda

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

Submitted by: Jermaine Sapp, Director of Equipment & Facility Services

Agenda Caption:

Consider a resolution authorizing the purchase of one (1) Gradall XL3100 V 2022 Excavator, from Kirby Smith Machinery-Inc., through an interlocal agreement with Buyboard in an amount not to exceed four hundred and thirty-nine thousand eight hundred and twenty-five dollars and zero cents (\$439,825.00).

Background:

At the March 20, 2023, Work Session, Council received a presentation regarding the FY 2022-2023 equipment replacement plan. This is a request to purchase one (1) Gradall XL3100 V 2022 Excavator, from Kirby Smith Machinery-Inc., through an interlocal agreement with Buyboard.

Legal Considerations:

Texas law authorizes cooperative agreements to help save time in developing specifications and duplication during the bid process. The use of cooperative agreements is in accordance with Section 791.001 of the Texas Government Code and 271.101 of the Texas Local Government Code.

An interlocal agreement allows staff to utilize other agencies' formal bid contracts. Each entity's formal bid process must meet the requirements set forth in the statutes, including advertising, M/WBE participation, reference checks, verification of insurance and bonding, if required by specifications, and any other requirements. All legal requirements are verified by the Purchasing Agent prior to recommendation or use of a contract. Utilization of interlocal agreements save time associated with issuing bids or in obtaining quotes. Savings are achieved through aggregate volumes either through joint bidding opportunities or by addressing the cooperative language within the specifications to the vendors. The City of Lancaster maintains an interlocal agreement with Buyboard.

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

Public Information Considerations:

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

Fiscal Impact:

This purchase is funded through the Equipment Replacement Fund in an amount not to exceed four hundred and thirty-nine thousand eight hundred and twenty-five dollars and zero cents (\$439,825.00).

Options/Alternatives:

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

Recommendation:

Staff recommends approval of the resolution, as presented.

Attachments

Resolution

Exhibit A

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS AUTHORIZING THE PURCHASE OF ONE (1) GRADALL XL3100 V 2022 EXCAVATOR FROM KIRBY SMITH MACHINERY, INC. THROUGH AN INTERLOCAL AGREEMENT WITH BUYBOARD IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED AND THIRTY-NINE THOUSAND EIGHT HUNDRED AND TWENTY-FIVE DOLLARS AND ZERO CENTS (\$439,825.00); PROVIDING A REPEAL CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lancaster maintains an executed Interlocal Agreement with Buyboard authorizing this purchase. Texas Government Code Sections 791.001 and 271.101 authorize cooperative agreements of this type to help save time in developing specifications and duplication during the bid process, and savings are achieved through aggregate volumes.

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

SECTION 1. The City Council hereby authorizes and approves the purchase of one (1) Gradall XL3100 V 2022 Excavator from Kirby Smith Machinery, Inc. through an interlocal agreement with Buyboard for an amount not to exceed four hundred and thirty-nine thousand eight hundred and twenty-five dollars and zero cents (\$439,825.00), as set forth in 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.

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 24th day of April, 2023.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney



4/3/2023

Quote #: cgylling-1711

Jason Branch

CITY OF LANCASTER
Po Box 940
Lancaster, TX 75146

Dear Jason Branch:

We are pleased to quote the following for your consideration:

GRADALL XL3100 V 2022 model w/ 9 hours, Unit # GE22004, S/N 3120000585.

The following Factory and Dealer Options are included in the package:

- **GRADALL XL3100 V 2022, GRADALL XL3100 V 4X2 EXCAVATOR**
- **AM/FM Stereo Radio w/Weatherband**
- **ROTARY MOWER**
- **WINDOW GUARD HINGED**
- **Foot Pedal Operated Auxiliary Hydraulics - Uni-Directional Flow**
- **RETURN TO TANK**
- **FIXED THUMB GRAPPLE**

The following Attachments are included:

- **GRADALL 60" DITCHING BUCKET**

Sales Price: \$439,825.00

To be purchased through BuyBoard. Contract # (685-22)

Contract price is \$461,889.00; less contract discount of 2% (-\$9,237.78)

Less Kirby-Smith discount (-\$12,826.22)

New net selling price is \$439,825.00

We believe the equipment as quoted will exceed your expectations. On behalf of Kirby-Smith Machinery, Inc., thank you for the opportunity to quote you this package.

Sincerely,

Chris Gylling

Chris Gylling
Governmental Sales Rep
Kirby-Smith Machinery, Inc.
Phone: 214-371-7777
Cell: 214-918-6849
Email: cgylling@kirby-smith.com

www.kirby-smith.com | 888-861-0219

Oklahoma City * Tulsa * McAlester * Dallas * Fort Worth * Abilene * Amarillo * Lubbock
Waco * Odessa * St. Louis * Kansas City

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting

3.

Meeting Date: 04/24/2023

Policy Statement: This request supports the City Council 2022-2023 Policy Agenda

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

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

Agenda Caption:

Consider a resolution approving the terms and conditions of an agreement for employee uniforms with Uniform Solutions, Inc. for employees of the City of Lancaster.

Background:

The last renewal of contract 2018-3 Uniforms-Employee expired March 31, 2018. An Invitation to Bid (ITB) was advertised in the Focus Daily News on January 29, 2023, and February 5, 2023. The ITB was posted on the City's electronic procurement system and open for bidding on January 29, 2023, and closed on February 20, 2023. Six proposals were received with Uniform Solutions, Inc. being the most qualified contractor providing the most responsive bid. Invitations were sent to approximately 156 suppliers, 39 of those being Minority and Women-Owned Business Enterprise (M/WBE) and Historically Underutilized Business (HUB) vendors. The term of the contract is for one (1) year with four (4) additional one (1) year renewal options.

Legal Considerations:

The Invitation to Bid (ITB) was processed in accordance with all local and state purchasing statutes. The ITB was advertised in the Focus Daily News on January 29, 2023, and February 5, 2023. The ITB was posted on the City's electronic procurement system and open for bidding on January 29, 2023, and closed on February 20, 2023. Six proposals were received with Uniform Solutions, Inc. being the most qualified contractor providing the most responsive bid. The City Attorney has reviewed and approved the agreement and resolution as to form. This formal ITB process meets the requirements set forth in the Statutes, including advertising, and Minority and Women-Owned Business Enterprise (M/WBE) participation. The approval of this Resolution will allow the purchase of employee uniforms for designated staff members.

Public Information Considerations:

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

Fiscal Impact:

Funding for employee uniforms is included in the FY 2022/2023 budget.

Options/Alternatives:

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

Recommendation:

Staff recommends approval of the resolution, as presented.

Attachments

Resolution

Agreement

Bid Tabulation

Bid Documents

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF INVITATION TO BID (ITB) 2022-03, FOR UNIFORMS-EMPLOYEE BY AND BETWEEN THE CITY OF LANCASTER AND UNIFORM SOLUTIONS, INC; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City Council of the City of Lancaster, Texas, has determined, after due consideration that it is in the best interest of the City to award a contract to Uniform Solutions, Inc. for employee uniforms attached hereto as Exhibit "A"; and

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

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

SECTION 1. That the City Manager is hereby authorized to execute an agreement for employee uniforms between the City of Lancaster and Uniform Solutions, Inc. consistent with the price submitted in ITB 2022-03 for employee uniforms attached hereto and incorporated herein as Exhibit "A".

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

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

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

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 24th day of April, 2023.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

City of Lancaster, Texas

Standard Fixed Price Agreement for the Provision of Goods

This Agreement is made by and between the City of Lancaster, Texas, a home-rule municipality (hereinafter referred to as the "owner") and Uniform Solutions Inc, (hereinafter referred to as the "Provider") for Uniforms-Employee (2022-3), (hereinafter referred to as the "Services"), the Owner and the Provider hereby agree as follows:

1. THE CONTRACT

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

1.2 The Contract Documents consist of this Agreement, Exhibit A Fee and Bid Specifications and any other amendments executed by the parties hereafter.

Documents not enumerated in this Paragraph 1.2 are not Contract Documents and do not form part of this Contract.

2. No PRIVACY WITH OTHERS

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

3. GOODS

3.1 The term "Goods" shall mean the deliverable products or required of the Provider under this Contract, including the following: the supply Uniforms for Employees in accordance with the specifications of Bid 2022-3. Furnishing of any required surety bonds and insurance, and the provision or furnishing of the goods and associated labor, supervision, services, materials, supplies, equipment, tools, transportation, permits and licenses required of the Provider as provided in the specifications, attached hereto.

3.2 All equipment will be provided by the owner.

3.3 The provision of Goods by the Provider is generally described as follows:

2022-3 –Uniforms-Employee as provided in the general terms and conditions, the specifications and relevant change orders.

4. TERM

4.1 The Provider hereby agrees to commence work on May 1, 2023 and continue for a period of one year, ending on April 30, 2024.

4.2 The length of this contract is for one full year with the option to renew the contract for four additional one year periods. A renewal request will be sent approximately 60 days prior to the end of each term.

4.3 Provider must notify the City a minimum of 120 days from end of term if provider chooses not to renew the agreement.

4.4 Either party may terminate this Agreement at any time without cause, by a thirty (30) days notice in writing, to the other. Upon the date of such termination, the PROVIDER shall immediately discontinue all services and work, and shall prepare and submit a final invoice.

5. PAYMENT

5.1 The CITY agrees to pay the Provider in current funds the price or prices shown in the proposal, which is attached hereto as Exhibit A.

6. **INDEMNITY AND DISCLAIMER**

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

7. **VENUE:**

7.1 Venue of any suit or cause of action under this Agreement shall be in Dallas County, Texas.

8. **INSURANCE**

8.1 **INSURANCE REQUIREMENTS**

The Awarded Contractor will not commence work under this contract until he or she has obtained all the insurance required herein and such insurance has been approved by the City, nor shall Contractor allow any subcontractor to commence work on his or her subcontract until all required insurance of the subcontractor has been obtained and submitted to the City.

The contractor shall submit evidence of required insurance on an original ACORD certificate or state approved form at time of bid. The bidder will have no longer than fifteen (15) calendar days following notification of award to submit the required ACORD form identifying The City as an additional insured to all applicable coverage, including materials, equipment, or supplies provided by the City. Failure to submit the required document(s) may result in rescinding the award. The bid may thereafter be awarded to the next lowest responsible bidder. A current ACORD form must be submitted upon policy changes, renewal, or upon request by the City.

An insurance certificate is required to be on file prior to the start of any work.

IT IS HIGHLY RECOMMENDED THAT RESPONDENTS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE IN ADVANCE OF PROPOSAL/BID SUBMISSION THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN.

8.2 GENERAL PROVISIONS

The City, its officials, employees and volunteers shall be named as an additional insured with waiver of subrogation in the favor of the City on the Commercial General Liability and Automobile Liability Insurance policies. These policies shall contain the appropriate additional insured endorsement signed by a person authorized by that insurer to bind coverage on its behalf.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage, materially changed, or in limits except after thirty (30) days prior written notice has been provided to the City.

If the policy is cancelled for non-payment of premium, only ten (10) days' notice is required.

Insurance is to be placed with insurers with a Best rating of no less than Section A7. The company must also be duly authorized to conduct business in the State of Texas.

Workers' Compensation and Employers' Liability Coverage: The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, and volunteers for losses arising from the activities under this contract.

Certificates of Insurance and Endorsements effecting coverage required by this clause shall be forwarded to:

City of Lancaster
Purchasing
PO Box 940
Lancaster, TX 75146

THE PROJECT NAME AND BID/CONTRACT NUMBER SHALL BE LISTED ON THE CERTIFICATE.

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

Liability policies shall be endorsed to provide the following:

Name of Additional insured: City of Lancaster, its Officials, Agents, Employees and Volunteers

That such insurance is primary to any other insurance available to the Additional Insured with respect to claims covered under the policy and that this insurance applies separately to each insured against who claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

Should any of the required insurance be provided under a claims made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.

Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.

Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this

contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of the lapse.

8.3 SPECIFIC INSURANCE REQUIREMENTS

All insurance policies proposed or obtained in satisfaction of this Contract shall additionally comply with the following marked specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:

[X] A. General Liability Insurance:

General Liability insurance with combined single limits of not less than \$1,000,000.00 shall be provided and maintained by the Contractor. The policy shall be written on an occurrence basis either in a single policy or in a combination of underlying and umbrella or excess policies.

If the Commercial General Liability form, (ISO Form CG 0001 current edition) is used:

- Coverage A shall include premises, operations, products, and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverage.
- Coverage B shall include personal injury.
- Coverage C, medical payments, is not required.

If the Comprehensive General Liability form (ISO Form GL 0002 Current Edition and ISO Form GL 0404) is used, it shall include at least:

- Bodily injury and Property Damage Liability for premises, operations, products and completed operations, independent contractors and property damage resulting from explosion, collapse, or underground (XCU) exposures.
- Broad form contractual liability (preferably by endorsement) covering this contract, personal injury liability and broad form property damage liability.

[X] Automobile Liability Insurance:

Contractor shall provide Commercial Automobile Liability insurance with Combined Single Limits (CSL) of not less than \$500,000 either in a single policy or in a combination of basic and umbrella or excess policies. The policy will include bodily injury and property damage liability arising out of the operation, maintenance, and use of all automobiles and mobile equipment used in conjunction with this contract.

Satisfaction of the above requirement shall be in the form of a policy endorsement for:

- Code 1 - any auto, or
- All owned hired and non-owned autos.

[X] Workers' Compensation Insurance

Contractor shall purchase and maintain Workers' Compensation insurance, which in addition to meeting the minimum statutory requirements for issuance of such insurance, has Employer's Liability limits of at least \$100,000 for each accident, \$100,000 per each employee, and a \$500,000 policy limit for occupational disease. The City need not be named as an "Additional Insured" but the insurer shall agree to waive all rights of subrogation against the City, its officials, agents, employees, and volunteers for any work performed for the City by the Named Insured. For building or construction projects, the Contractor shall comply with the provisions of Attachment 1 in accordance with §406.096 of the Texas Labor Code and rule 28TAC 110.110 of the Texas Workers' Compensation Commission (TWCC).

By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the City that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the City to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the City.

9. NOTICES

9.1 All notices shall be directed in writing to:

City of Lancaster
Purchasing Department
PO Box 940
Lancaster, TX 75146

Mike Heffler, Director
1707 Briercroft Ct #144
Carrollton, TX 75006

EXECUTED in single or multiple originals, this 24th day of April, 2023.

CITY OF LANCASTER

UNIFORM SOLUTIONS, INC.

ATTEST:

Opal Mauldin-Jones, City Manager

Mike Heffler, Director

Angie Arenas, City Secretary

Event Number 2022-03
Event Title Uniforms - Employee
Event Description
Event Type ITB
Issue Date 1/29/2023 10:00:01 AM (CT)
Close Date 2/20/2023 10:00:00 AM (CT)

Organization Lancaster Purchasing
Workgroup Purchasing
Event Owner Cheryl Womble, CTCD/CTCM
Email cwomble@lancaster-tx.com
Phone (972) 218-1329
Fax (972) 218-3621

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Brewer & Associates LLC	Lexington	KY	2/2/2023 08:28:26 PM (CT)	2	\$0.00
Tote Unlimited (Tote Inc.)	Fort Worth	TX	2/14/2023 09:21:06 AM (CT)	0	\$0.00
Image First Uniforms dba: Madi Englewood		NJ	2/18/2023 09:24:12 AM (CT)	74	\$7,005.35
Just Right Products DBA FW Pro Haltom City		TX	1/31/2023 11:40:50 AM (CT)	104	\$7,027.00
Uniform Solutions, Inc.	Carrollton	TX	2/17/2023 03:25:03 PM (CT)	126	\$8,979.96
Trinity Enterprise Group	Dallas	TX	2/17/2023 02:05:05 PM (CT)	97	\$15,197.00



2022-03

Uniform Solutions, Inc.

Supplier Response

Event Information

Number: 2022-03
Title: Uniforms - Employee
Type: Invitation to Bid
Issue Date: 1/29/2023
Deadline: 2/20/2023 10:00 AM (CT)

Contact Information

Contact: Cheryl Womble
Address: Purchasing
PO Box 940
Lancaster, TX 75146
Phone: (972) 218-1329
Fax: (972) 218-3621

Email: cwomble@lancaster-tx.com

Uniform Solutions, Inc. Information

Contact: Mike Heffler
Address: 1707 Briercroft Court
Suite 144
Carrollton, TX 75006
Phone: (972) 242-7272
Fax: (972) 242-7277
Email: mike@uniformsolutionsinc.com

We strongly request that bidders submit their response electronically. Electronic bidding will eliminate errors, eliminate unnecessary work, and is more friendly to the environment. Your cooperation is appreciated.

Please feel free to call us if you require any assistance with the response.

Emailed or Fax submissions will not be accepted.

Mike Heffler

Signature

Submitted at 2/17/2023 03:25:03 PM (CT)

mike@uniformsolutionsinc.com

Email

Requested Attachments

Conflict of Interest Form

Conflict of Interest Questionnaire.pdf

W-9

W9_2023 Form.pdf

Bid Attributes

1 Annual Contract

This agreement will contain a fixed pricing structure for the term of the agreement. Quantities shown are estimates and NOT a commitment to buy any specific quantity. Orders will be placed on a non-exclusive, as needed basis. Orders placed by the City of Lancaster will be done with a purchase order.

☒ I Agree (Agreed)

2 One Year - 4 Renewals

Length of this contract shall be for one (1) full year with the option to renew the contract four additional one-year periods. Both parties must be in agreement.

☒ Agree (Agree)

3 Price Increases

Prices are firm for the first year. Any price increase after year one, must be justified and documentation submitted. Price increases may not exceed the current Consumer Price Index (U) for the D/FW Region.

☒ Agree (Agree)

4 Response Term

Responses shall be valid for ninety (90) calendar days after the opening date and shall constitute an irrevocable offer to the City of Lancaster for the 90 calendar day period. The 90 calendar day period may be extended by mutual agreement of the parties.

☒ Agree (Agree)

5 Terminology

Throughout this document, the terms Contractor, Bidder, Proposer, and/or Vendor may be used interchangeably. Reference to any of these terms throughout this document should be construed by the reader as meaning any bidder for the products/services being requested (e.g., Bidder, Proposer); or the bidder who has been awarded a bid/RFQ or contract (e.g., Contractor, Vendor).

☒ Agree (Agree)

6 Company Ownership

Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.

No

7 Difficulties

What difficulties do you anticipate in serving the City? How do you plan to manage these and what assistance will you require from the City? Describe your firm's past performance on other contracts for the City (e.g. cost control, cost savings, schedule control).

No difficulties anticipated

8 Litigation with City of Lancaster

Is your firm involved in any litigation (past or pending) with the city of Lancaster? If yes, please provide details.

No

9 Non-Performance

Identify if your firm has had any contracts terminated due to non-performance over the past five (5) years.

No contracts terminated

10 Open Records Act

All responses will be maintained confidential until award is finalized. At that time, all proposals are subject to the Open Records Act.

☒ I Agree (Agreed)

11 PROPERTY TAXES

Please indicate whether you or your company, owe delinquent property taxes to the City whether an assumed name, partnership, corporation, or any other legal form.

Do Not

12 Purchasing Card

Do you accept Purchasing Cards (credit) as a form of payment?

Yes

13 Website Address

Enter product website information

www.companycasuals.com, www.redkap.com, www.dickies.com

1 4	Warranty Information Enter Warranty Information <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Manufacturers warranties apply</div>
1 5	Cooperative Agreement Should other Government Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications, and pricing would apply? If you, the Vendor checked yes, the following will apply: Government entities utilizing Inter-Governmental Contracts with the City of Lancaster will be eligible, but not obligated, to purchase materials/services under this contract(s) awarded as a result of this bid. All purchases by Governmental Entities other than the City of Lancaster will be billed directly to that Governmental Entity and paid by that Governmental Entity. The City of Lancaster will not be responsible for another Governmental Entity debts. Each Governmental Entity will order their own material/service as needed. <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Yes</div>
1 6	T&C Acknowledgement I have read and agree to the terms and conditions of this bid. <input checked="" type="checkbox"/> I Agree (Agreed)
1 7	Bid Acknowledgement Bidder affirms that they have read and understand all requirements of this proposal. Additionally, the bidder affirms that they are duly authorized to execute this contract and that this company has not prepared this proposal in collusion with any other proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the bidder nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this type of business prior to the official opening of this proposal. <input checked="" type="checkbox"/> I Agree (Agreed)
1 8	Contract Clause Bidder affirms that submittal of this bid, and when properly accepted by the City of Lancaster, shall constitute a contract equally binding between the successful bidder and the City. No different or additional terms will become a part of this contract with the exception of change orders. <input checked="" type="checkbox"/> I Agree (Agreed)
1 9	Insurance Vendor shall provide insurance as listed in the insurance requirements attached. <input checked="" type="checkbox"/> I Understand (Understood)
2 0	Alternate Items 1.) Variations from the specification may be acceptable provided such differences are noted on the bid and detailed specifications uploaded for review. 2.) Any substitutions from the brand name mentioned must be proved to be equal and may be considered for award by the Purchasing Agent and requesting department, if so proven. <input checked="" type="checkbox"/> I Agree (Agreed)
2 1	County What county is your principal place of business located? <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Dallas</div>

2 2	Immigration Employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the US) and aliens authorized to work in the US. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.
2 3	Variation from Specification Variations from the Specifications may be acceptable provided such differences are noted on the bid and are deemed to be advantageous to the City.
2 4	Laws and Ordinances The Contractor shall at all times observe and comply with all Federal, State, and local laws, ordinances and regulations which in any manner affect the Contract or the work. <input checked="" type="checkbox"/> I Understand (Understood)
2 5	Payment Terms The City of Lancaster's payment terms are Net 30. <input checked="" type="checkbox"/> I Agree (Agreed)
2 6	Change Orders No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City of Lancaster. <input checked="" type="checkbox"/> I Agree (Agreed)
2 7	Late Submission Bids/ITB's are not accepted after the closing date and time. The City of Lancaster is not responsible for computer, mail or carrier issues/problems. The server time located in the top right corner of this software is the official clock. It is the responsibility of the user to ensure you have chosen the correct time zone for your company. <input checked="" type="checkbox"/> I Understand (Understood)
2 8	MODIFICATION OF A SUBMITTED BID / PROPOSALS A proposer may modify a response electronically by logging into the e-procurement system and retracting their bid. Changes can be made up to the closing date and time. It is the vendors responsibility to save any changes and re-submit their response. <input checked="" type="checkbox"/> I Understand (Understood)
2 9	AWARD OF CONTRACT The contractor shall not commence work under these terms and conditions of the contract until all applicable Certificates of Insurance, Performance and Payment Bonds and have been approved by the City of Lancaster and he/she has received notice to proceed in writing and an executed copy of the contract from the City of Lancaster. <input checked="" type="checkbox"/> I Agree (Agreed)

3
0**Deviation**

DEVIATIONS: In the event, you the Proposer, intends to deviate from the general terms, conditions, special conditions or specifications contrary to those listed in the "Terms and Conditions" and other information attached hereto, all such deviations must be detailed and uploaded in the RESPONSE ATTACHMENTS section of the e-pro system with the description DEVIATION.

NO DEVIATIONS: In the absence of any deviation, Proposer assures the City of Proposer's compliance with the Terms, Conditions, Specifications, and information contained in this RFP.

3
1**Award**

Response to specifications, location of vendor, history/relationship, price and vendor's ability to perform the work are the primary factors in determining the lowest responsible bid.

3
2**Contractor Independence**

Contractor will operate as an independent contractor and not an agent, representative, partner, or employee of the City of Lancaster, and shall control his operations at the work site, and be solely responsible for the acts or omissions of his employee(s). All wages, taxes, and worker's compensation of all contract employees shall be paid by the contractor.

3
3**MWBE 1**

Is your company M/WBE or HUB certified?

3
4**MWBE 2**

If yes, what is your certification number?

3
5**MWBE 3**

If yes, what agency completed the certification?

3
6**MWBE 4**

If yes, what is the expiration date of your certification?

3
7**BID PROTESTS**

All protests regarding the bid solicitation process must be submitted in writing to the Purchasing Agent within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as protests relating to alleged improprieties or ambiguities in the specifications.

The limitation does not include protests relating to staff recommendations as to award of a bid. Protests relating to staff recommendations may be directed to the City Council by contacting the City Secretary PRIOR to Council Award.

☒ I Agree (Agreed)

3
8**Reciprocal Information 1**

The City of Lancaster, as a governmental agency of the State of Texas, may not award a contract for general construction, improvements, services or public works projects or purchases of supplies, materials, or equipment to a non-resident bidder unless the non-resident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder to obtain a comparable contract in the state in which the non-resident's principal place of business is located (Article 601g v.t.c.s.). Bidder shall answer all the following questions by encircling the appropriate response or completing the blank provided.

****Where is your principal place of business?**

3
9**Reciprocal Information 2**

For Businesses not located in Texas, does your state favor resident bidders (bidders in your state) by some dollar increment or percentage?

4
0**Reciprocal Information 3**

If Yes, What is the dollar increment or percentage?

Bid Lines

1

Package Header

LONG SLEEVE SHIRTS (65/35), embroidered logos and department name.

Quantity: 1 UOM: EA Total:

Manufacturer:

Manufacturer #:

Item Notes: Must be available in Navy, Dark Green, and Light Blue

Package Attributes**1. Shipping Method**

Please indicated the shipping method.

2. Shipping Date

Please enter the estimated shipping date from receipt of order.

3. Fees

Separate charge items, including but not limited to freight, delivery, EPA, fuel, fuel surcharges and any other separate charges will not be allowed. Your bid/proposal pricing shall be all inclusive. Do not break out any other charges, the unit/total price should be all-inclusive and include all costs. Firms submitting bids/proposals with separate costs may be disqualified and deemed non-responsive/non-compliant.

☒ I Agree (Agreed)

Package Items**1.1 SIZE SMALL**

Quantity: 1 UOM: EA Unit Price: Total:

1.2 SIZE - MEDIUMQuantity: 1 UOM: EA Unit Price: \$22.49 Total: \$22.49 **1.3 SIZE - LARGE**Quantity: 1 UOM: EA Unit Price: \$22.49 Total: \$22.49 **1.4 SIZE - X-LARGE**Quantity: 1 UOM: EA Unit Price: \$22.49 Total: \$22.49 **1.5 SIZE - XX-LARGE**Quantity: 1 UOM: EA Unit Price: \$22.49 Total: \$22.49 **1.6 SIZE - XXX-LARGE**Quantity: 1 UOM: EA Unit Price: \$22.49 Total: \$22.49 **1.7 SIZE - XXXX-LARGE**Quantity: 1 UOM: EA Unit Price: \$22.49 Total: \$22.49 **1.8 SIZE - XXXXX-LARGE**Quantity: 1 UOM: EA Unit Price: \$22.49 Total: \$22.49 **2 Package Header**

SHORT SLEEVE SHIRTS (65/35), embroidered logos and department name

Quantity: 1 UOM: Total for all sizes Total: \$176.31 Manufacturer: Red KapManufacturer #: SP24Item Notes: Must be available in Navy, Dark Green, Light Blue.**Package Attributes****1. Shipping Method**

Please indicated the shipping method.

Company Truck**2. Shipping Date**

Please enter the estimated shipping date from receipt of order.

7-10 working days**3. Fees**

Separate charge items, including but not limited to freight, delivery, EPA, fuel, fuel surcharges and any other separate charges will not be allowed. Your bid/proposal pricing shall be all inclusive. Do not break out any other charges, the unit/total price should be all-inclusive and include all costs. Firms submitting bids/proposals with separate costs may be disqualified and deemed non-responsive/non-compliant.

☒ I Agree (Agreed)**Package Items****2.1 SIZE SMALL**Quantity: 1 UOM: EA Unit Price: \$19.59 Total: \$19.59 **2.2 SIZE - MEDIUM**Quantity: 1 UOM: EA Unit Price: \$19.59 Total: \$19.59

2.3 SIZE - LARGEQuantity: 1 UOM: EA Unit Price: \$19.59 Total: \$19.59 **2.4 SIZE - X-LARGE**Quantity: 1 UOM: EA Unit Price: \$19.59 Total: \$19.59 **2.5 SIZE - XX-LARGE**Quantity: 1 UOM: EA Unit Price: \$19.59 Total: \$19.59 **2.6 SIZE - XXX-LARGE**Quantity: 1 UOM: EA Unit Price: \$19.59 Total: \$19.59 **2.7 SIZE - XXXX-LARGE**Quantity: 1 UOM: EA Unit Price: \$19.59 Total: \$19.59 **2.8 SIZE - XXXXX-LARGE**Quantity: 1 UOM: EA Unit Price: \$19.59 Total: \$19.59 **2.9 SIZE - XXXXXX-LARGE**Quantity: 1 UOM: EA Unit Price: \$19.59 Total: \$19.59 **3 Package Header**LONG SLEEVE SHIRTS (100% Cotton), 6 oz. Wrinkle Resistant, embroidered logos and department name-
Estimated 5 ShirtsQuantity: 1 UOM: EA Total: \$239.12 Manufacturer: Red KapManufacturer #: SC30 - Solids OnlyItem Notes: Must be available in Navy, Dark Green, Light Blue.**Package Attributes****1. Shipping Method**

Please indicated the shipping method.

Company Truck**2. Shipping Date**

Please enter the estimated shipping date from receipt of order.

7-10 working days**3. Fees**

Separate charge items, including but not limited to freight, delivery, EPA, fuel, fuel surcharges and any other separate charges will not be allowed. Your bid/proposal pricing shall be all inclusive. Do not break out any other charges, the unit/total price should be all-inclusive and include all costs. Firms submitting bids/proposals with separate costs may be disqualified and deemed non-responsive/non-compliant.

☒ I Agree (Agreed)**Package Items****3.1 SIZE SMALL**Quantity: 1 UOM: EA Unit Price: \$29.89 Total: \$29.89 **3.2 SIZE - MEDIUM**Quantity: 1 UOM: EA Unit Price: \$29.89 Total: \$29.89

3.3 SIZE - LARGEQuantity: 1 UOM: EA Unit Price: \$29.89 Total: \$29.89 **3.4 SIZE - X-LARGE**Quantity: 1 UOM: EA Unit Price: \$29.89 Total: \$29.89 **3.5 SIZE - XX-LARGE**Quantity: 1 UOM: EA Unit Price: \$29.89 Total: \$29.89 **3.6 SIZE - XXX-LARGE**Quantity: 1 UOM: EA Unit Price: \$29.89 Total: \$29.89 **3.7 SIZE - XXXX-LARGE**Quantity: 1 UOM: EA Unit Price: \$29.89 Total: \$29.89 **3.8 SIZE - XXXXX-LARGE**Quantity: 1 UOM: EA Unit Price: \$29.89 Total: \$29.89 **4 Package Header**

SHORT SLEEVE SHIRTS (100% Cotton), embroidered logos and department name- Estimated 5 Shirts

Quantity: 1 UOM: EA Total: \$192.43 Manufacturer: Red KapManufacturer #: SC40

Item Notes: Must be available in Navy, Dark Green, Light Blue.

Package Attributes**1. Shipping Method**

Please indicated the shipping method.

Company Truck**2. Shipping Date**

Please enter the estimated shipping date from receipt of order.

7-10 working days**3. Fees**

Separate charge items, including but not limited to freight, delivery, EPA, fuel, fuel surcharges and any other separate charges will not be allowed. Your bid/proposal pricing shall be all inclusive. Do not break out any other charges, the unit/total price should be all-inclusive and include all costs. Firms submitting bids/proposals with separate costs may be disqualified and deemed non-responsive/non-compliant.

☒ I Agree (Agreed)**Package Items****4.1 SIZE SMALL**Quantity: 1 UOM: EA Unit Price: \$27.49 Total: \$27.49 **4.2 SIZE - MEDIUM**Quantity: 1 UOM: EA Unit Price: \$27.49 Total: \$27.49 **4.3 SIZE - LARGE**Quantity: 1 UOM: EA Unit Price: \$27.49 Total: \$27.49

4.4 SIZE - X-LARGEQuantity: 1 UOM: EA Unit Price: Total: **4.5 SIZE - XX-LARGE**Quantity: 1 UOM: EA Unit Price: Total: **4.6 SIZE - XXX-LARGE**Quantity: 1 UOM: EA Unit Price: Total: **4.7 SIZE - XXXX-LARGE**Quantity: 1 UOM: EA Unit Price: Total: **5 Package Header**T-SHIRTS with Left Pocket, Minimum 5.5 oz, 50/50 blend, screened with city logos and department name.-
Estimated 41 ShirtsQuantity: 1 UOM: EA Total: Manufacturer: Manufacturer #:

Item Notes: Must include Safety Green, Navy, and Dark Green

Package Attributes**1. Shipping Method**

Please indicated the shipping method.

2. Shipping Date

Please enter the estimated shipping date from receipt of order.

3. Fees

Separate charge items, including but not limited to freight, delivery, EPA, fuel, fuel surcharges and any other separate charges will not be allowed. Your bid/proposal pricing shall be all inclusive. Do not break out any other charges, the unit/total price should be all-inclusive and include all costs. Firms submitting bids/proposals with separate costs may be disqualified and deemed non-responsive/non-compliant.

☒ I Agree (Agreed)**Package Items****5.1 SIZE SMALL**Quantity: 1 UOM: EA Unit Price: Total: **5.2 SIZE - MEDIUM**Quantity: 1 UOM: EA Unit Price: Total: **5.3 SIZE - LARGE**Quantity: 1 UOM: EA Unit Price: Total: **5.4 SIZE - X-LARGE**Quantity: 1 UOM: EA Unit Price: Total: **5.5 SIZE - XX-LARGE**Quantity: 1 UOM: EA Unit Price: Total:

5.6 SIZE - XXX-LARGEQuantity: 1 UOM: EA Unit Price: \$21.49 Total: \$21.49 **5.7 SIZE - XXXX-LARGE**Quantity: 1 UOM: EA Unit Price: \$22.49 Total: \$22.49 **6 Package Header**

Work Pants, regular fit, relaxed, and cargo in Navy, Black, or kahki.

Quantity: 1 UOM: PKG Total: \$2,319.05 **Package Attributes****1. Shipping Method**

Please indicated the shipping method.

Company Truck**2. Shipping Date**

Please enter the estimated shipping date from receipt of order.

7-10 working days**3. Fees**

Separate charge items, including but not limited to freight, delivery, EPA, fuel, fuel surcharges and any other separate charges will not be allowed. Your bid/proposal pricing shall be all inclusive. Do not break out any other charges, the unit/total price should be all-inclusive and include all costs. Firms submitting bids/proposals with separate costs may be disqualified and deemed non-responsive/non-compliant.

☒ I Agree (Agreed)**Package Items****6.1 Work Pants, Mens, Regular Cut, 65/35Size 28 - 42**Quantity: 60 UOM: EA Unit Price: \$21.99 Total: \$1,319.40 Manufacturer: Red KapManufacturer #: PT20**6.2 Work Pants, Mens, Regular CutSize 44-50**Quantity: 10 UOM: EA Unit Price: \$21.99 Total: \$219.90 Manufacturer: Red KapManufacturer #: PT20**6.3 Work Pants, Women, Size 2-18**Quantity: 10 UOM: EA Unit Price: \$32.49 Total: \$324.90 Manufacturer: DickiesManufacturer #: FP121**6.4 Work Pants, Men, cargo style, Size 28-42**Quantity: 10 UOM: EA Unit Price: \$29.99 Total: \$299.90 Manufacturer: Red KapManufacturer #: PT18Supplier Notes: Style Number should be PT88

6.5 Work Pants, Women, Cargo, Size 4-18

Quantity: 5 UOM: EA Unit Price: \$30.99 Total: \$154.95
Manufacturer: Dickies
Manufacturer #: FP223

7 Package Header

Insulated Coveralls, embroidered logos and department name

Quantity: 1 UOM: EA Total: \$827.00
Manufacturer: Dickies
Manufacturer #: TV239
Item Notes: Estimated 2 pairs
Supplier Notes: TV239 is discontinued by Dickies. New style number by Berne Apparel is I417

Package Attributes**1. Shipping Method**

Please indicated the shipping method.

Company Truck

2. Shipping Date

Please enter the estimated shipping date from receipt of order.

7-10 working days

3. Fees

Separate charge items, including but not limited to freight, delivery, EPA, fuel, fuel surcharges and any other separate charges will not be allowed. Your bid/proposal pricing shall be all inclusive. Do not break out any other charges, the unit/total price should be all-inclusive and include all costs. Firms submitting bids/proposals with separate costs may be disqualified and deemed non-responsive/non-compliant.

☒ I Agree (Agreed)

Package Items**7.1 SIZE SMALL**

Quantity: 1 UOM: EA Unit Price: \$115.00 Total: \$115.00

7.2 SIZE - MEDIUM

Quantity: 1 UOM: EA Unit Price: \$115.00 Total: \$115.00

7.3 SIZE - LARGE

Quantity: 1 UOM: EA Unit Price: \$115.00 Total: \$115.00

7.4 SIZE - X-LARGE

Quantity: 1 UOM: EA Unit Price: \$115.00 Total: \$115.00

7.5 SIZE - XX-LARGE

Quantity: 1 UOM: EA Unit Price: \$115.00 Total: \$115.00

7.6 SIZE - XXX-LARGE

Quantity: 1 UOM: EA Unit Price: \$126.00 Total: \$126.00

7.7 SIZE - XXXX-LARGE

Quantity: 1 UOM: EA Unit Price: \$126.00 Total: \$126.00

8 Package Header

Insulated Bib Overalls, embroidered logos and department name

Quantity: 1 UOM: EA Total: \$693.00

Manufacturer: Dickies

Manufacturer #: TB839

Item Notes: Estimated Usage 4

Supplier Notes: TB839 is discontinued by Dickies. New style number is B415 by Berne Apparel.

Package Attributes

1. Shipping Method

Please indicated the shipping method.

Company Truck

2. Shipping Date

Please enter the estimated shipping date from receipt of order.

7-10 working days

3. Fees

Separate charge items, including but not limited to freight, delivery, EPA, fuel, fuel surcharges and any other separate charges will not be allowed. Your bid/proposal pricing shall be all inclusive. Do not break out any other charges, the unit/total price should be all-inclusive and include all costs. Firms submitting bids/proposals with separate costs may be disqualified and deemed non-responsive/non-compliant.

☒ I Agree (Agreed)

Package Items

8.1 SIZE SMALL

Quantity: 1 UOM: EA Unit Price: \$82.50 Total: \$82.50

8.2 SIZE - MEDIUM

Quantity: 1 UOM: EA Unit Price: \$82.50 Total: \$82.50

8.3 SIZE - LARGE

Quantity: 1 UOM: EA Unit Price: \$82.50 Total: \$82.50

8.4 SIZE - X-LARGE

Quantity: 1 UOM: EA Unit Price: \$82.50 Total: \$82.50

8.5 SIZE - XX-LARGE

Quantity: 1 UOM: EA Unit Price: \$82.50 Total: \$82.50

8.6 SIZE - XXX-LARGE

Quantity: 1 UOM: EA Unit Price: \$90.75 Total: \$90.75

8.7 SIZE - XXXX-LARGE

Quantity: 1 UOM: EA Unit Price: \$90.75 Total: \$90.75

8.8 SIZE - XXXXX-LARGE

Quantity: 1 UOM: EA Unit Price: \$99.00 Total: \$99.00

9 Hat, Beanie type, navy, Embroidered City Logos (Red & White)Quantity: 36 UOM: EA Unit Price: \$8.79 Total: \$316.44Manufacturer: Port & CompanyManufacturer #: CP90**Item Attributes****1. Shipping Method**

Please indicated the shipping method.

Company Truck**2. Shipping Date**

Please enter the estimated shipping date from receipt of order.

7-10 working days**3. Fees**

Separate charge items, including but not limited to freight, delivery, EPA, fuel, fuel surcharges and any other separate charges will not be allowed. Your bid/proposal pricing shall be all inclusive. Do not break out any other charges, the unit/total price should be all-inclusive and include all costs. Firms submitting bids/proposals with separate costs may be disqualified and deemed non-responsive/non-compliant.

☒ I Agree (Agreed)**10** Hat, Baseball Type, Low Profile, embroidered logos and department nameQuantity: 60 UOM: EA Unit Price: \$10.39 Total: \$623.40Manufacturer: Port AuthorityManufacturer #: C877Supplier Notes: C877 has been discontinued. New style number is C608.**Item Attributes****1. Shipping Method**

Please indicated the shipping method.

Company Truck**2. Shipping Date**

Please enter the estimated shipping date from receipt of order.

7-10 working days**3. Fees**

Separate charge items, including but not limited to freight, delivery, EPA, fuel, fuel surcharges and any other separate charges will not be allowed. Your bid/proposal pricing shall be all inclusive. Do not break out any other charges, the unit/total price should be all-inclusive and include all costs. Firms submitting bids/proposals with separate costs may be disqualified and deemed non-responsive/non-compliant.

☒ I Agree (Agreed)**11** **Package Header**

Lightweight, Safari Hat, City Logos embroidered on band.

Quantity: 1 UOM: PKG Total: \$24.99Manufacturer: Port AuthorityManufacturer #: SHRBSupplier Notes: SHRB has been discontinued. New style number is C920

Package Attributes

1. Shipping Method

Please indicated the shipping method.

Company Truck

2. Shipping Date

Please enter the estimated shipping date from receipt of order.

7-10 working days

3. Fees

Separate charge items, including but not limited to freight, delivery, EPA, fuel, fuel surcharges and any other separate charges will not be allowed. Your bid/proposal pricing shall be all inclusive. Do not break out any other charges, the unit/total price should be all-inclusive and include all costs. Firms submitting bids/proposals with separate costs may be disqualified and deemed non-responsive/non-compliant.

☒ I Agree (Agreed)

Package Items

11.1 One Size

Quantity: 1 UOM: EA Unit Price: \$24.99 Total: \$24.99

1
2

Package Header

Jacket, Embroidered City Logos and department name

Quantity: 1 UOM: PKG Total: \$422.91

Manufacturer: Red Kap

Manufacturer #: JT22

Item Notes: Estimated Usage 5

Package Attributes

1. Shipping Method

Please indicated the shipping method.

Company Truck

2. Shipping Date

Please enter the estimated shipping date from receipt of order.

7-10 working days

3. Fees

Separate charge items, including but not limited to freight, delivery, EPA, fuel, fuel surcharges and any other separate charges will not be allowed. Your bid/proposal pricing shall be all inclusive. Do not break out any other charges, the unit/total price should be all-inclusive and include all costs. Firms submitting bids/proposals with separate costs may be disqualified and deemed non-responsive/non-compliant.

☒ I Agree (Agreed)

Package Items

12.1 SIZE SMALL

Quantity: 1 UOM: EA Unit Price: \$46.99 Total: \$46.99

12.2 SIZE - MEDIUM

Quantity: 1 UOM: EA Unit Price: \$46.99 Total: \$46.99

12.3 SIZE - LARGEQuantity: 1 UOM: EA Unit Price: \$46.99 Total: \$46.99 **12.4 SIZE - X-LARGE**Quantity: 1 UOM: EA Unit Price: \$46.99 Total: \$46.99 **12.5 SIZE - XX-LARGE**Quantity: 1 UOM: EA Unit Price: \$46.99 Total: \$46.99 **12.6 SIZE - XXX-LARGE**Quantity: 1 UOM: EA Unit Price: \$46.99 Total: \$46.99 **12.7 SIZE - XXXX-LARGE**Quantity: 1 UOM: EA Unit Price: \$46.99 Total: \$46.99 **12.8 SIZE - XXXXX-LARGE**Quantity: 1 UOM: EA Unit Price: \$46.99 Total: \$46.99 **12.9 SIZE - XXXXXX-LARGE**Quantity: 1 UOM: EA Unit Price: \$46.99 Total: \$46.99 **1
3****Package Header**

Safety Vest, Zippered Front, Class 2 certified, polyester cool mesh material for breathability, Safety Yellow (Flourescent Lime) with 2" 3M Scotchlite reflective material. Department name in same material on back. Neese Viz NV135V 0.0000 4

Quantity: 1 UOM: PKG Total: \$239.92 Supplier Notes: Vest style number is US384**Package Attributes****1. Shipping Method**

Please indicated the shipping method.

Company Truck**2. Shipping Date**

Please enter the estimated shipping date from receipt of order.

10 working days**3. Fees**

Separate charge items, including but not limited to freight, delivery, EPA, fuel, fuel surcharges and any other separate charges will not be allowed. Your bid/proposal pricing shall be all inclusive. Do not break out any other charges, the unit/total price should be all-inclusive and include all costs. Firms submitting bids/proposals with separate costs may be disqualified and deemed non-responsive/non-compliant.

☒ I Agree (Agreed)**Package Items****13.1 SIZE SMALL**Quantity: 1 UOM: EA Unit Price: \$29.99 Total: \$29.99 **13.2 SIZE - MEDIUM**Quantity: 1 UOM: EA Unit Price: \$29.99 Total: \$29.99 **13.3 SIZE - LARGE**Quantity: 1 UOM: EA Unit Price: \$29.99 Total: \$29.99

13.4 SIZE - X-LARGEQuantity: 1 UOM: EA Unit Price: \$29.99 Total: \$29.99 **13.5 SIZE - XX-LARGE**Quantity: 1 UOM: EA Unit Price: \$29.99 Total: \$29.99 **13.6 SIZE - XXX-LARGE**Quantity: 1 UOM: EA Unit Price: \$29.99 Total: \$29.99 **13.7 SIZE - XXXX-LARGE**Quantity: 1 UOM: EA Unit Price: \$29.99 Total: \$29.99 **13.8 SIZE - XXXXX-LARGE**Quantity: 1 UOM: EA Unit Price: \$29.99 Total: \$29.99 **1
4****Package Header**

Heavy Weight Coat, Embroidered City Logos and Department Name

Quantity: 1 UOM: PKG Total: \$1,079.92 Manufacturer: Red KapManufacturer #: JP70Item Notes: Estimated usage 5**Package Attributes****1. Shipping Method**

Please indicated the shipping method.

Company Truck**2. Shipping Date**

Please enter the estimated shipping date from receipt of order.

7-10 working days**3. Fees**

Separate charge items, including but not limited to freight, delivery, EPA, fuel, fuel surcharges and any other separate charges will not be allowed. Your bid/proposal pricing shall be all inclusive. Do not break out any other charges, the unit/total price should be all-inclusive and include all costs. Firms submitting bids/proposals with separate costs may be disqualified and deemed non-responsive/non-compliant.

☒ I Agree (Agreed)**Package Items****14.1 SIZE SMALL**Quantity: 1 UOM: EA Unit Price: \$134.99 Total: \$134.99 **14.2 SIZE - MEDIUM**Quantity: 1 UOM: EA Unit Price: \$134.99 Total: \$134.99 **14.3 SIZE - LARGE**Quantity: 1 UOM: EA Unit Price: \$134.99 Total: \$134.99 **14.4 SIZE - X-LARGE**Quantity: 1 UOM: EA Unit Price: \$134.99 Total: \$134.99

14.5 SIZE - XX-LARGEQuantity: 1 UOM: EA Unit Price: \$134.99 Total: \$134.99 **14.6 SIZE - XXX-LARGE**Quantity: 1 UOM: EA Unit Price: \$134.99 Total: \$134.99 **14.7 SIZE - XXXX-LARGE**Quantity: 1 UOM: EA Unit Price: \$134.99 Total: \$134.99 **14.8 SIZE - XXXXX-LARGE**Quantity: 1 UOM: EA Unit Price: \$134.99 Total: \$134.99 **1 5 Package Header**

Men's Long Sleeve Dress Shirt, 65/35, Poplin, Stain & wrinkle resistant, 5.5 oz, Embroidered City Logos and Department Name

Quantity: 1 UOM: EA Total: \$395.91 Manufacturer: Blue GenerationManufacturer #: BG-7216Item Notes: Estimated Usage 10**Package Attributes****1. Shipping Method**

Please indicated the shipping method.

Company Truck**2. Shipping Date**

Please enter the estimated shipping date from receipt of order.

7-10 working days**3. Fees**

Separate charge items, including but not limited to freight, delivery, EPA, fuel, fuel surcharges and any other separate charges will not be allowed. Your bid/proposal pricing shall be all inclusive. Do not break out any other charges, the unit/total price should be all-inclusive and include all costs. Firms submitting bids/proposals with separate costs may be disqualified and deemed non-responsive/non-compliant.

☒ I Agree (Agreed)**Package Items****15.1 SIZE SMALL**Quantity: 1 UOM: EA Unit Price: \$39.99 Total: \$39.99 **15.2 SIZE - MEDIUM**Quantity: 1 UOM: EA Unit Price: \$39.99 Total: \$39.99 **15.3 SIZE - LARGE**Quantity: 1 UOM: EA Unit Price: \$39.99 Total: \$39.99 **15.4 SIZE - X-LARGE**Quantity: 1 UOM: EA Unit Price: \$39.99 Total: \$39.99 **15.5 SIZE - XX-LARGE**Quantity: 1 UOM: EA Unit Price: \$41.99 Total: \$41.99

15.6 SIZE - XXX-LARGEQuantity: 1 UOM: EA Unit Price: \$43.99 Total: \$43.99 **15.7 SIZE - XXXX-LARGE**Quantity: 1 UOM: EA Unit Price: \$46.99 Total: \$46.99 **15.8 SIZE - XXXXX-LARGE**Quantity: 1 UOM: EA Unit Price: \$49.99 Total: \$49.99 **15.9 SIZE - XXXXXX-LARGE**Quantity: 1 UOM: EA Unit Price: \$52.99 Total: \$52.99 **1
6****Package Header**

Ladies Long Sleeve Dress Shirt, 65/35, Poplin, Stain & wrinkle resistant, 5.5 oz, Embroidered City Logos and Department Name- estimated usage is 4

Quantity: 1 UOM: EA Total: \$292.93 Manufacturer: Blue GenerationManufacturer #: BG-6216**Package Attributes****1. Shipping Method**

Please indicated the shipping method.

Company Truck**2. Shipping Date**

Please enter the estimated shipping date from receipt of order.

7-10 working days**3. Fees**

Separate charge items, including but not limited to freight, delivery, EPA, fuel, fuel surcharges and any other separate charges will not be allowed. Your bid/proposal pricing shall be all inclusive. Do not break out any other charges, the unit/total price should be all-inclusive and include all costs. Firms submitting bids/proposals with separate costs may be disqualified and deemed non-responsive/non-compliant.

☒ I Agree (Agreed)**Package Items****16.1 SIZE SMALL**Quantity: 1 UOM: EA Unit Price: \$39.99 Total: \$39.99 **16.2 SIZE - MEDIUM**Quantity: 1 UOM: EA Unit Price: \$39.99 Total: \$39.99 **16.3 SIZE - LARGE**Quantity: 1 UOM: EA Unit Price: \$39.99 Total: \$39.99 **16.4 SIZE - X-LARGE**Quantity: 1 UOM: EA Unit Price: \$39.99 Total: \$39.99 **16.5 SIZE - XX-LARGE**Quantity: 1 UOM: EA Unit Price: \$41.99 Total: \$41.99 **16.6 SIZE - XXX-LARGE**Quantity: 1 UOM: EA Unit Price: \$43.99 Total: \$43.99

16.7 SIZE - XXXX-LARGEQuantity: 1 UOM: EA Unit Price: \$46.99 Total: \$46.99 **1
7****Package Header**

Short Sleeve Polo, embroidered City Logos and Department Name

Quantity: 1 UOM: EA Total: \$239.91 Manufacturer: EdwardsManufacturer #: 1577Item Notes: estimated usage 10Supplier Notes: Edwards has discontinued the 1577. New style number is K500.**Package Items****17.1 SIZE SMALL**Quantity: 1 UOM: EA Unit Price: \$21.99 Total: \$21.99 **17.2 SIZE - MEDIUM**Quantity: 1 UOM: EA Unit Price: \$21.99 Total: \$21.99 **17.3 SIZE - LARGE**Quantity: 1 UOM: EA Unit Price: \$21.99 Total: \$21.99 **17.4 SIZE - X-LARGE**Quantity: 1 UOM: EA Unit Price: \$21.99 Total: \$21.99 **17.5 SIZE - XX-LARGE**Quantity: 1 UOM: EA Unit Price: \$23.99 Total: \$23.99 **17.6 SIZE - XXX-LARGE**Quantity: 1 UOM: EA Unit Price: \$27.99 Total: \$27.99 **17.7 SIZE - XXXX-LARGE**Quantity: 1 UOM: EA Unit Price: \$29.99 Total: \$29.99 **17.8 SIZE - XXXXX-LARGE**Quantity: 1 UOM: EA Unit Price: \$33.99 Total: \$33.99 **17.9 SIZE - XXXXXX-LARGE**Quantity: 1 UOM: EA Unit Price: \$35.99 Total: \$35.99 **1
8****Package Header**

Leather Gloves, general purpose, Drivers, color coded by size

Quantity: 1 UOM: Pairs Total: \$35.96 Manufacturer: NSManufacturer #: 123-2389Item Notes: estimated usage is 24 pairsSupplier Notes: Style number 123-2389 is not available. New style number is A260GR(Port)

Package Attributes

1. Shipping Method

Please indicated the shipping method.

Company Truck

2. Shipping Date

Please enter the estimated shipping date from receipt of order.

10 working days

3. Fees

Separate charge items, including but not limited to freight, delivery, EPA, fuel, fuel surcharges and any other separate charges will not be allowed. Your bid/proposal pricing shall be all inclusive. Do not break out any other charges, the unit/total price should be all-inclusive and include all costs. Firms submitting bids/proposals with separate costs may be disqualified and deemed non-responsive/non-compliant.

☒ I Agree (Agreed)

Package Items

18.1 Small

Quantity: 1 UOM: EA Unit Price: \$8.99 Total: \$8.99

18.2 Medium

Quantity: 1 UOM: EA Unit Price: \$8.99 Total: \$8.99

18.3 Large

Quantity: 1 UOM: EA Unit Price: \$8.99 Total: \$8.99

18.4 X-Large

Quantity: 1 UOM: EA Unit Price: \$8.99 Total: \$8.99

1
9

Package Header

Raincoat, Reflective Striping, Lime Green, 48" with detachable hood, Department Name in Reflective material on back. 20165 estimated usage 10 Neese 1870C 0.0000 4

Quantity: 1 UOM: EA Total: \$559.91

Package Attributes

1. Shipping Method

Please indicated the shipping method.

Company Truck

2. Shipping Date

Please enter the estimated shipping date from receipt of order.

10 working days

3. Fees

Separate charge items, including but not limited to freight, delivery, EPA, fuel, fuel surcharges and any other separate charges will not be allowed. Your bid/proposal pricing shall be all inclusive. Do not break out any other charges, the unit/total price should be all-inclusive and include all costs. Firms submitting bids/proposals with separate costs may be disqualified and deemed non-responsive/non-compliant.

☒ I Agree (Agreed)

Package Items**19.1 SIZE SMALL**Quantity: 1 UOM: EA Unit Price: Total: **19.2 SIZE - MEDIUM**Quantity: 1 UOM: EA Unit Price: Total: **19.3 SIZE - LARGE**Quantity: 1 UOM: EA Unit Price: Total: **19.4 SIZE - X-LARGE**Quantity: 1 UOM: EA Unit Price: Total: **19.5 SIZE - XX-LARGE**Quantity: 1 UOM: EA Unit Price: Total: **19.6 SIZE - XXX-LARGE**Quantity: 1 UOM: EA Unit Price: Total: **19.7 SIZE - XXXX-LARGE**Quantity: 1 UOM: EA Unit Price: Total: **19.8 SIZE - XXXXX-LARGE**Quantity: 1 UOM: EA Unit Price: Total: **19.9 SIZE - XXXXXX-LARGE**Quantity: 1 UOM: EA Unit Price: Total: **20**

Discount from catalog for items not included. Vendor must state name of catalog, date of catalog. Additionally, upon award, vendor agrees to submit 1 copy or set of catalogs included.

Quantity: 1 UOM: EA Total: Supplier Notes: **Response Total: \$8,979.96**

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting

4.

Meeting Date: 04/24/2023

Policy Statement: This request supports the City Council 2022-2023 Policy Agenda

Goal(s): Sound Infrastructure
Quality Development

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

Agenda Caption:

Z23-04 Conduct a public hearing and consider an ordinance granting a zoning change from Agricultural Open (AO) to Single Family Estates (SF-E). The property is located along the cul de sac of Raintree Drive approximately 2,000 feet from Nokomis Road addressed as 1550 Raintree Drive, known as Block 0, Lot 13, Raintree Acres Addition, City of Lancaster, Dallas County, Texas.

Background:

1. **Location and Size:** The property is located approximately 2,000 feet East of Nokomis Road along the cul-de- sac of Raintree Drive, addressed as 1550 Raintree Drive and is 2.03 acres in size.
2. **Current Zoning:** The subject property is zoned Agricultural Open.
3. **Adjacent Properties:**
North: Agricultural Open (AO) Undeveloped Land
South: Agricultural Open (AO) Undeveloped Land
East: Agricultural Open (AO) Undeveloped Land
West: Agricultural Open (AO) Undeveloped Land
4. **Comprehensive Plan Compatibility:** The Future Land Use Plan of the Comprehensive Plan designates the property as Rural Living. The proposed zoning district is consistent with the Future Land Use Plan of the Comprehensive Plan.

5. **Case History:**

DATE	BODY	ACTION
04/04/2023	P&Z	Z23-04 Recommended for approval

Operational Considerations:

The applicant is proposing two (2) single-family residential lots by dividing lot 13 which is 2.03 acres of land. Each lot would consist of 1.01 acres of land. The applicant proposes to build a 2,800 square feet single-family home on each lot.

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 application. The following is an analysis of these considerations:

Consistency with the Comprehensive Plan:

The Comprehensive Plan Future Land Use map designates this area as Rural Living. Rural Living is focused on areas of the community that have the ability to preserve a rural character. This includes estate residential type areas. The high-end character of this housing is primarily focused on serving the needs of executives with densities less than two (2) dwelling units per acre. The zoning change request is therefore consistent with the Comprehensive Plan shown on the attached Comprehensive Plan excerpt.

Potential Impact on Adjacent Development:

Properties to the north, east and west are zoned AO. To the south is primarily AO, with one property zoned SF-4. The adjacent properties immediately surrounding the subject property are vacant. If the rezoning request is approved by City Council, the proposed SF-E development will be subject to the Lancaster Development Code, Subdivision Regulations and all other relevant City codes.

Availability of utilities and access:

The City does not have any water or sewer lines in this area. Rockett Special Utility District (SUD) provides water service and a septic tank will be required for sewer services. Review and approval of septic systems is contracted through Dallas County Health and Human Services.

Site conditions such as vegetation, topography and floodplain:

The subject property is currently undeveloped. Upon construction of this site, factors such as vegetation, topography and flood plain issues will be addressed through the development review process.

Timing of Development as it relates to the Capital Improvement Plan (CIP):

There are no capital improvements planned for the area.

Based upon an analysis of the five (5) criteria that must be taken into consideration when reviewing a change in zoning application, the proposed change request will integrate appropriately as the area is envisioned for single-family home development and is consistent with the Future Land Use Plan of the Comprehensive Plan.

Legal Considerations:

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

Public Information Considerations:

On March 19, 2023, a notice for this public hearing appeared in the Focus Daily Newspaper. Staff mailed notifications of this public hearing to property owners within 200-feet of the subject site and zoning signs were placed on the property. At the time of this report, staff has not received any letters in support or opposition.

Options/Alternatives:

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

Recommendation:

On April 4, 2023, the Planning and Zoning Commission recommended approval of the request to rezone the property from Agricultural Open (AO) to Single Family Estate (SF-E) and staff concurs with the Planning and Zoning Commission's recommendation.

Attachments

Ordinance

Location Map

Letter of Intent

Site Plan

Comprehensive Plan Excerpt

P&Z Agenda (April 4, 2023)

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, CHANGE OF THE ZONING DESIGNATION ON 2.03 ACRES OF LAND, GENERALLY LOCATED 2,000 FEET EAST FROM NOKOMIS ROAD ALONG THE CUL DE SAC OF RAINTREE DRIVE, ADDRESSED AS 1550 RAINTREE DRIVE, FROM AGRICULTURAL OPEN (AO) DISTRICT TO SINGLE-FAMILY ESTATE (SF-E) DISTRICT; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission and the City Council, in accordance with the City's Code of Ordinances, state law and all other applicable ordinances of the City, have given the required notices and have held the required public hearings regarding the amendment of the City's zoning laws by changing the zoning on the property referenced in the exhibit attached hereto as "Exhibit A", incorporated by reference ("the Property"); and

WHEREAS, all legal requirements, conditions and prerequisites have been complied with prior to the case coming before the City Council for the City of Lancaster, including all mandated public notices and public hearings; and

WHEREAS, the City Council, after determining that all legal requirements of notice and hearing have been met, has determined that the following amendment would provide for and would be in the best interest of the health, safety, morals and general welfare of the City.

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

SECTION 1. All of the above premises are hereby found to be true and correct and are hereby approved and incorporated into the body of this Ordinance as set forth here in their entirety.

SECTION 2. From the after the effective date of this Ordinance, Zoning Case No. Z23-04, the zoning of the 2.03 acre parcel comprising the Property is hereby changed from AO, Agricultural Open District to SF-E, Single Family Residential District. The property is more particularly described in "Exhibit A" Zoning Exhibit attached hereto and made a part hereof for all purposes. The City's Zoning Map shall be amended to reflect the zoning amendment referenced herein.

SECTION 3. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 4. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 5. Any person, firm, corporation or business entity violating this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be subject to a fine not to exceed \$2,000.00, and each day that such violation shall continue shall be considered a separate offense. These penal provisions shall not prevent an action on behalf of the City of Lancaster to enjoin any violation or threatened violation of the terms of this Ordinance, or an action for mandatory injunction to remove any previous violation hereof.

SECTION 6. Effective upon passage and publication.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 24th day of April, 2023

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

City of Lancaster
1550 Raintree
Zoned: AO



DISCLAIMER / LIMITATION OF LIABILITY
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0 50 100 200 Feet

Date: 3/14/2023



Letter of Intent

Date: March 10, 2023

Subject: 1550 Raintree Dr, Lancaster, Texas 75146

To Whom It May Concern:

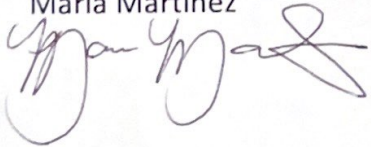
Our names are Juan Martinez and Maria Martinez, owners of the lot on 1550 Raintree Ave in Lancaster, Texas. Our intents for the lot are to split the lot into two lots and build two homes in each lot for us to live in. Currently, the lot measures 2.03 acres zones as agricultural land and we would like to split them into two residential lots that would measure 1.015 acres. Once split into two lots, we would build a house that would measure approximately 1,600 sq feet each. If you have any further questions, please contact Juan Martinez at 214-460-0301 or Maria Martinez at 972-835-5311.

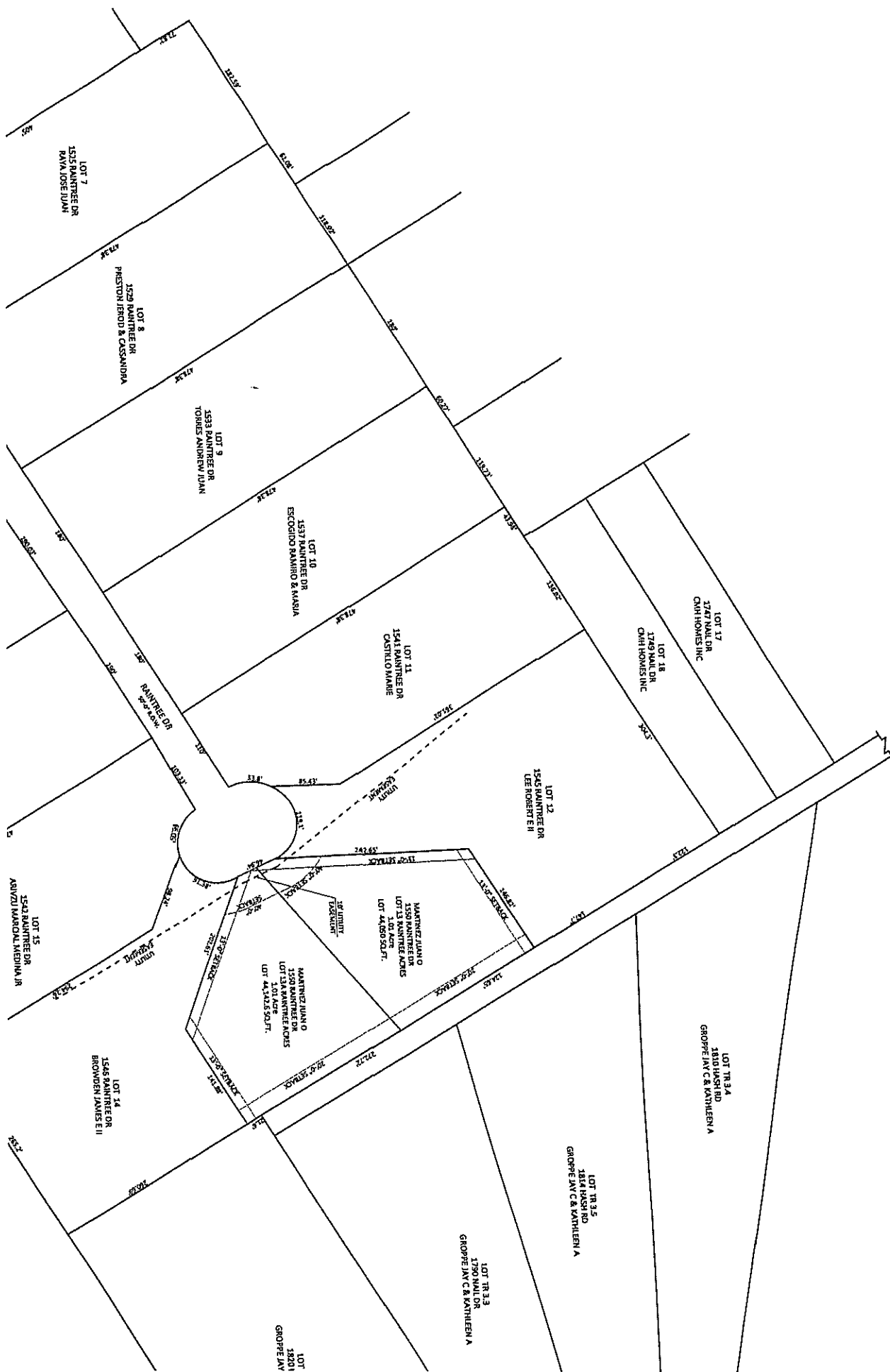
Respectfully,

Juan Martinez


And

Maria Martinez







Rural Living

Character & Intent

Rural living is focused on areas of the community that has the ability to preserve a rural character. This includes estate residential type areas. The high-end character of this housing is primarily focused on serving the needs of executives with densities less than 2 dwelling units per acre.

Land Use Considerations

Primary Land Uses

Single-family detached homes

Secondary Land Uses

Civic & institutional uses, parks, open space

Precedent Photos



CITY OF LANCASTER BOARDS AND COMMISSIONS

Planning and Zoning Commission

5.

Meeting Date: 04/04/2023

Policy Statement: This request supports the City Council 2022-2023 Policy Agenda

Goal(s): Sound Infrastructure
Quality Development

Submitted by: Kim Haynie, Planner II

Agenda Caption:

Z23-04 Conduct a public hearing and consider a zoning change from Agricultural Open (AO) to Single Family Estates (SF-E). The property is located along the cul de sac of Raintree Drive approximately 2,000 feet from Nokomis Road addressed as 1550 Raintree Drive, known as Block 0, Lot 13, out of the Raintree Acres Addition, City of Lancaster, Dallas County, Texas.

Background:

1. **Location and Size:** The property is located approximately 2,000 feet East of Nokomis Road along the cul-de- sac of Raintree Drive, addressed as 1550 Raintree Drive and is 2.03 acres in size.
2. **Current Zoning:** The subject property is zoned Agricultural Open.
3. **Adjacent Properties:**
 - North: Agricultural Open (AO) Undeveloped Land
 - South: Agricultural Open (AO) Undeveloped Land
 - East: Agricultural Open (AO) Undeveloped Land
 - West: Agricultural Open (AO) Undeveloped Land
4. **Comprehensive Plan Compatibility:** The Future Land Use Plan of the Comprehensive Plan designates the property as Rural Living. The proposed base zoning district is consistent with the Future Land Use Plan of the Comprehensive Plan.

Operational Considerations:

The applicant is proposing two (2) single-family residential lots by dividing lot 13 which is 2.03 acres of land. Each lot would consist of 1.01 acres of land. The applicant proposes to build a 2,800 square feet single-family home on each lot.

Consistency with the Comprehensive Plan:

The Comprehensive Plan Future Land Use map designates this area as Rural Living. Rural Living is focused on areas of the community that have the ability to preserve a rural character. This includes estate residential type areas. The high-end character of this housing is primarily focused on serving the needs of executives with densities less than two (2) dwelling units per acre. The zoning change request is therefore consistent with the Comprehensive Plan shown on the attached Comprehensive Plan excerpt.

Potential Impact on Adjacent Development:

Properties to the north, east and west are zoned A-O. To the south is primarily A-O, with one property zoned SF-4. The adjacent properties immediately surrounding the subject property are vacant. If the

rezoning request is approved by City Council, the proposed SF-E development will be subject to the Lancaster Development Code, Subdivision Regulations and all other relevant City codes.

Availability of utilities and access:

The City does not have any water or sewer lines in this area. Rockett Special Utility District (SUD) provides water service and a septic tank will be required for sewer services. Review and approval of septic systems is contracted through Dallas County Health and Human Services.

Site conditions such as vegetation, topography and floodplain:

The subject property is currently undeveloped. Upon construction of this site, factors such as vegetation, topography and flood plain issues will be addressed through the development review process.

Timing of Development as it relates to the Capital Improvement Plan (CIP):

There are no capital improvements planned for the area.

Based upon an analysis of the five (5) criteria that must be taken into consideration when reviewing a change in zoning application, the proposed change request will integrate appropriately as the area is envisioned for single-family home development and is consistent with the Future Land Use Plan of the Comprehensive Plan.

Public Information Considerations:

On March 19, 2023, a notice for this public hearing appeared in the Focus Daily Newspaper. Staff mailed notifications of this public hearing to property owners within 200-feet of the subject site and zoning signs were placed on the property . At the time of this report, staff has not received any letters in support or opposition.

Options/Alternatives:

1. The Planning and Zoning Commission may recommend approval of the proposed zoning change.
2. The Planning and Zoning Commission may recommend denial of the proposed zoning change.

Recommendation:

Staff recommends approval as presented.

Attachments

Location Map
Rural Living
Letter of Intent
Site Plan

City of Lancaster
1550 Raintree
Zoned: AO



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0 50 100 200 Feet

Date: 3/14/2023





Rural Living

Character & Intent

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Land Use Considerations

Primary Land Uses

Single-family detached homes

Secondary Land Uses

Civic & institutional uses, parks, open space

Precedent Photos



Letter of Intent

Date: March 10, 2023

Subject: 1550 Raintree Dr, Lancaster, Texas 75146

To Whom It May Concern:

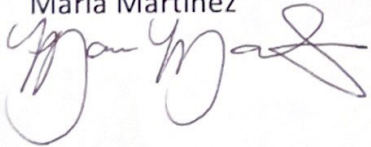
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Respectfully,

Juan Martinez


And

Maria Martinez





11. The answer is **C**. The question asks what is a reason that the City of Lancaster is not a special district. A special district is a type of local government that is created by a local government to provide a specific service. The City of Lancaster is a general purpose local government that provides a wide range of services, including police, fire, and public works. Therefore, it is not a special district. The other options are all types of special districts: A. San Diego County is a special district that provides fire services. B. San Diego County is a special district that provides police services. D. San Diego County is a special district that provides public works services.

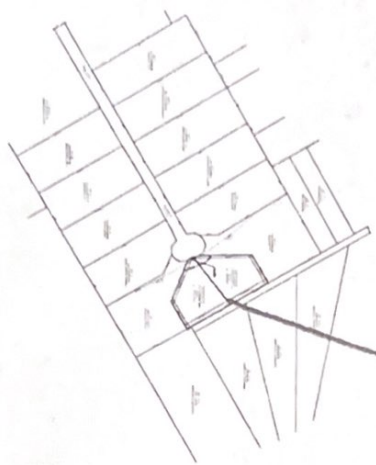


TABLE 1
The effect of the concentration of the solution on the rate of polymerization of α -methylstyrene in the presence of SnCl_4 and $\text{SnCl}_4 \cdot 2\text{H}_2\text{O}$ at -78°C

Concentration of α -methylstyrene, g/100 ml	Rate of polymerization, %/hr
0.5	1.2
1.0	2.5
1.5	3.8
2.0	5.1
2.5	6.4
3.0	7.7
3.5	9.0
4.0	10.3
4.5	11.6
5.0	12.9
5.5	14.2
6.0	15.5
6.5	16.8
7.0	18.1
7.5	19.4
8.0	20.7
8.5	22.0
9.0	23.3
9.5	24.6
10.0	25.9

TABLE 2
The effect of the concentration of the solution on the rate of polymerization of α -methylstyrene in the presence of SnCl_4 and $\text{SnCl}_4 \cdot 2\text{H}_2\text{O}$ at -78°C

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4.0	10.3
4.5	11.6
5.0	12.9
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6.0	15.5
6.5	16.8
7.0	18.1
7.5	19.4
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8.5	22.0
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TABLE 6
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6.0	15.5
6.5	16.8
7.0	18.1
7.5	19.4
8.0	20.7
8.5	22.0
9.0	23.3
9.5	24.6
10.0	25.9

TABLE 8
The effect of the concentration of the solution on the rate of polymerization of α -methylstyrene in the presence of SnCl_4 and $\text{SnCl}_4 \cdot 2\text{H}_2\text{O}$ at -78°C

Concentration of α -methylstyrene, g/100 ml	Rate of polymerization, %/hr
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[illegible]

The *Journal of Public Health Management and Practice* is the best of our journals to read for the latest news and information in the field of public health. It is a journal that is both interesting and useful to all who are involved in the field of public health. It is a journal that is both interesting and useful to all who are involved in the field of public health.

PRELIMINARY RE-PLAT
MARTINEZ JUAN O
LOT 13 & 13A BLOCK C6827
A REPLAT OF LOT 13
SITUATED IN MARTINEZ ACRES SURVEY
TRACT NO. _____
CITY OF LANCASTER, CALIFORNIA, TEXAS
CITY PLAN NO. _____
ENGINEERING PLAN NO. _____

[illegible]

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting

5.

Meeting Date: 04/24/2023

Policy Statement: This request supports the City Council 2022-2023 Policy Agenda

Goal(s): Sound Infrastructure
Quality Development

Submitted by: Nyliah Acosta, Planning Manager

Agenda Caption:

Z23-05 Conduct a public hearing and consider an ordinance granting a Specific Use Permit to Oncor to have three portable buildings for the purpose of temporary staff training at the Oncor facility, located at 2471 S. Dallas Ave., Lancaster, Dallas County, Texas.

Background:

1. **Location and Size:** The property is addressed as 2471 S. Dallas Avenue, Lancaster, Texas and is approximately 111.12 acres in size.
2. **Current Zoning:** The subject property is currently zoned Planned Development (PD) - Light Industrial.
3. **Adjacent Properties:**
 - North: Light Industrial (LI) - Vacant
 - South: Agriculture Open (A-O) - Vacant
 - East: Extra Territorial Jurisdiction (ETJ) - Bear Creek Ranch Subdivision
 - West: Agriculture Open (A-O) - Bear Creek Nature Park
4. **Comprehensive Plan Compatibility:** The Future Land Use Plan of the Comprehensive Plan identifies this site as suitable for industrial use. The current electricity delivery office and storage yard is consistent with the Future Land Use Plan of the Comprehensive Plan.

5. **Background:**

Date	Body	Action
4/4/23	P&Z	Z23-05 Recommended for approval
1/25/21	CC	M21-08 Exception request granted

At the January 25, 2021, City Council Regular Meeting, a special exception was granted allowing twelve (12) temporary mobile offices on the property as a result of the COVID-19 state of emergency. The special exception was approved through one (1) year or the end of the pandemic. On March 29, 2023, Congress passed a joint resolution declaring the end of the COVID-19 state of emergency. The joint resolution was signed by President Biden on April 10, 2023. At this time, two (2) of the twelve (12) temporary mobile offices remain located on the site.

Operational Considerations:

The applicant is requesting consideration of three portable trailers at their facility. Of the three trailers, one temporary trailer is for the purpose of classroom training for approximately 300 employees over the next 18 months. The other two existing temporary trailers are the remaining trailers from their previous City Council exception request which was granted temporarily for the COVID state of emergency. The COVID trailers were to cease being used after the pandemic ended. The newly proposed trailer would be located near the northwest section of the property adjacent to their outside training area.

The Lancaster Development Code (LDC) Sec 14.406 Temporary Uses and Structures states that:

(a) Temporary Uses

(1) This Subsection includes by reference all temporary uses in the Land Use Chart.

(2) The temporary use shall not be intrusive or inconsistent with the existing land uses in area, or with anticipated land uses that may be constructed during the life of the temporary use.

(b) Temporary structures. All buildings or other structures which are erected or located on the property in connection with the temporary use shall be removed not later than 10 days after the expiration of the time period for which the use was approved or as set forth in the conditions of approval.

In accordance with the LDC, a portable building is only allowed with a SUP.

The newly proposed temporary trailer would be situated entirely within the Oncor property and the placement of the trailer does not negatively impact parking or internal circulation. If approved, the new temporary trailer would adhere to all of the City's building, electrical, and fire codes. Oncor representatives have indicated the company does not plan to expand their permanent facilities in the near future. Additionally, Oncor has indicated they will develop a plan to transition their employees back to their permanent working stations once Congress' joint resolution becomes effective.

Staff supports the applicant's request because the new temporary training facility accommodates both Oncor and electric companies employees from surrounding areas with a definitive time for removal of the existing two portable buildings, and the new addition, should this SUP be approved. This request provides Oncor adequate time to develop a transition plan to move their remaining employees from the two COVID trailers back to permanent work stations. The SUP should expire as the Company has indicated they have no plans to expand the facility. These temporary structures should not become the permanent solution. City Council may approve all three portables or fewer.

Legal Considerations:

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

Public Information Considerations:

On March 19, 2023, a notice for this public hearing appeared in the Focus Daily Newspaper. Staff also mailed notifications of this public hearing to property owners within 200 feet of the subject site and posted a sign on the property. There were no letters in support or opposition to the request.

Options/Alternatives:

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

Recommendation:

On April 4, 2023, the Planning and Zoning Commission recommended approval of a SUP for three temporary trailers, with the condition that the SUP will be valid for two (2) years from April 24, 2023.

Attachments

Ordinance

Location Map

Letter of Intent

Site Plan

Existing Temporary Buildings

Proposed New Temporary Building Location

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, GRANTING A SPECIFIC USE PERMIT (SUP) ON APPROXIMATELY 111.12 ACRES FOR THREE (3) PORTABLE BUILDINGS. THE SUP WILL BE VALID FOR TWO (2) YEARS FROM APRIL 24, 2023. THE SUP IS FOR THE PROPERTY ADDRESSED AS 2471 SOUTH DALLAS AVENUE, IN THE CITY OF LANCASTER, DALLAS COUNTY, TEXAS PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission and the City Council, in accordance with the City's Code of Ordinances, state law and all other applicable ordinances of the City, have given the required notices and have held the required public hearings regarding the amendment of the City's zoning laws by changing the zoning on the property referenced above; and

WHEREAS, all legal requirements, conditions and prerequisites have been complied with prior to the case coming before the City Council for the City of Lancaster, including all mandated public notices and public hearings; and

WHEREAS, the City Council, after determining that all legal requirements of notice and hearing have been met, has determined that the following amendment would provide for and would be in the best interest of the health, safety, morals and general welfare of the City.

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

SECTION 1. All of the above premises are hereby found to be true and correct and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. From and after the effective date of this Ordinance, the Zoning Case No. Z23-05, the zoning map of the City of Lancaster, be hereby amended to grant an SUP for three (3) portable buildings. The SUP will be valid for two (2) years from April 24, 2023. The SUP is for the property addressed as 2471 South Dallas Avenue. The City's Zoning Map shall be amended to reflect the zoning amendment referenced herein for two (2) years from April 24, 2023.

SECTION 3. The property shall be developed and used in accordance with the development standards under the Lancaster Development Code and ordinances of the City of Lancaster.

SECTION 4. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 5. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6. Any person, firm, corporation or business entity violating this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be subject to a fine not to exceed \$2,000.00, and each day that such violation shall continue shall be considered a separate offense. These penal provisions shall not prevent an action on behalf of the City of Lancaster to enjoin any violation or threatened violation of the terms of this Ordinance, or an action for mandatory injunction to remove any previous violation hereof.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 24th day of April, 2023.

ATTEST:

APPROVED:

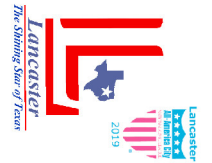
Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

City of Lancaster
2471 S Dallas Ave
Zoned: PD

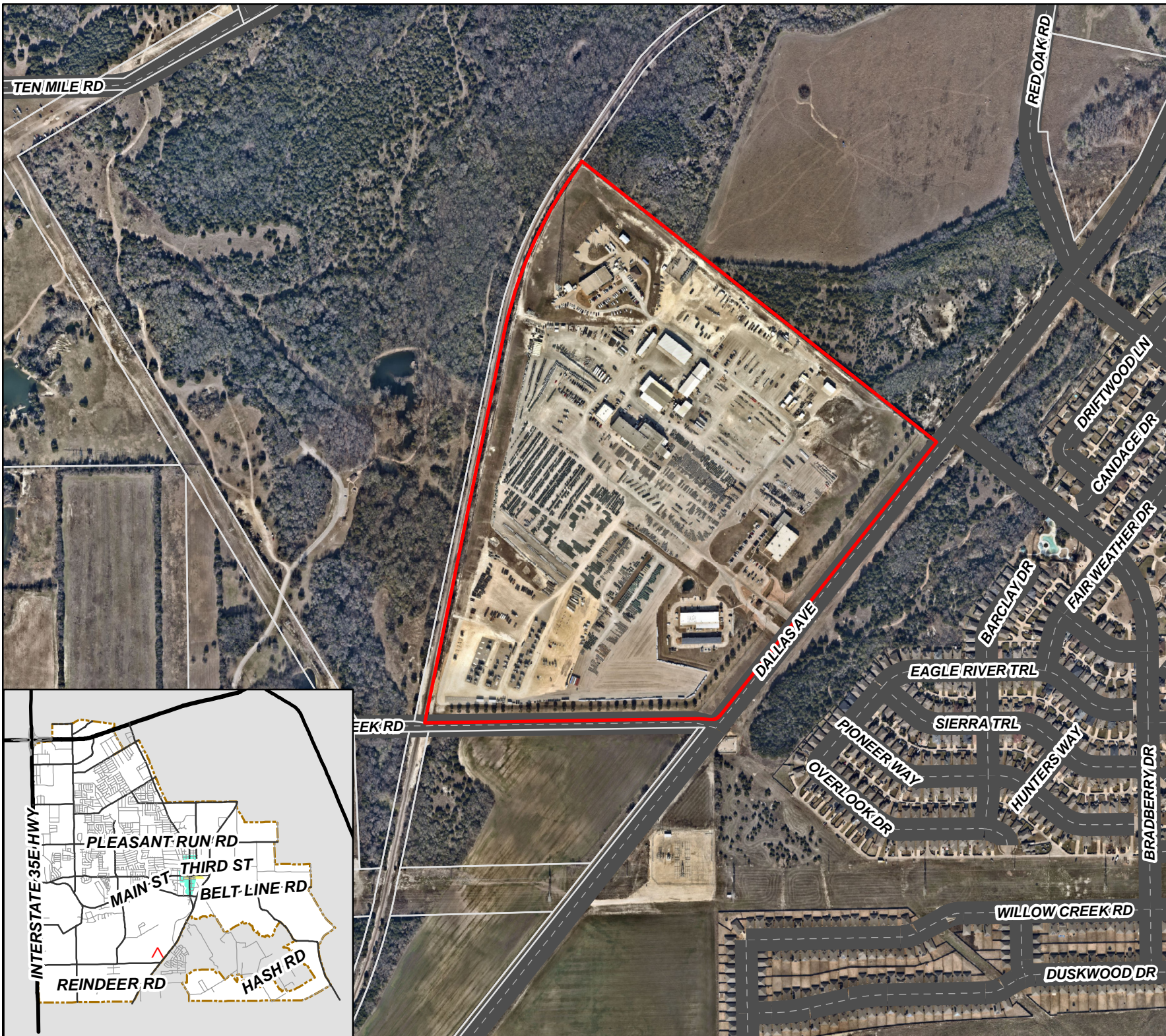


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0 165 330 660 Feet

Date: 3/17/2023





WE. POWER.TEXAS:

Monday, February 20, 2023

To:

Planning
Department

From: Floyd Ross
2471 South Dallas Avenue
Lancaster, TX 75146

Subject: **Letter of Intent**

Planning Department:

I would like to inform you that Oncor Electric Delivery Company LLC intends to utilize 3 mobile mini's as a workspace at our Lancaster facility in order to enhance our ability to more thoroughly train Oncor employees and their partners to better serve our customers. There will be three mobile mini approximately 14 feet by 40 feet. This will be done on a temporary basis.

If you need additional information, please contact me at 972-742-3598.

Sincerely,

Floyd Ross

Waste Management Manager
Oncor Electric Delivery

Oncor Electric Delivery

2471 S.Dallas Ave Lancaster TX 75146

(Locations of Temporary Offices 8' by 16')

These Mobile Mini Offices were set to increase the social distancing for our employees during this Pandemic. These buildings are only a temporary solution.

Mobile Mini 1

Mobile Mini 2





CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting

6.

Meeting Date: 04/24/2023

Policy Statement: This request supports the City Council 2022-2023 Policy Agenda

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

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

Agenda Caption:

Z23-06 Conduct a public hearing and consider an ordinance to revoke a Specific Use Permit for the properties addressed as 4523, 4533, 4543, North University Hills Boulevard, located north of the intersection of North University Hills Boulevard and IH-20 known as Lot 1, 23.86 acres; Lot 5, 2.17 acres; and Lot 10, 5.09 acres out of the Silas B Runyon Survey, Abstract No. 1199, Pg 170. The property is currently zoned Commercial Highway (CH) Campus District Overlay with a Specific Use Permit for Commercial Amusement, Catering Club and a Private Club.

Background:

1. **Location and Size:** The property is located at 4523, 4533, and 4543 North University Hills Boulevard. The lot sizes are as follows: Lot 1, 23.86 acres; Lot 5, 2.17 acres; and Lot 10, 5.09 acres.
2. **Current Zoning:** The subject property is currently zoned Commercial Highway (CH) Campus District Overlay (Gateway Subdistrict) with a Specific Use Permit (SUP) for Commercial Amusement, Catering Club and a Private Club.
3. **Adjacent Properties:**
 - North: City of Dallas (Vacant)
 - South: Interstate 20
 - East: Campus District (Neighborhood Center I Subdistrict and North I-20 Commercial Subdistrict) - Vacant
 - West: Campus District (Gateway Subdistrict) - Vacant
4. **Comprehensive Plan Compatibility:** The 2016 Comprehensive Plan designates the subject property as Mixed-Use Neighborhood. The current zoning of the property is Campus District (Gateway Subdistrict) with an approved SUP. Event centers are not listed as a primary use within the Future Land Use Plan. The primary focus of the plan is to create an area to live, work and play within a walkable community. Additionally, the Campus District plan aligns its vision with planned growth and development of the University of North Texas at Dallas (UNT-Dallas). The University's adopted master plan envisions the Campus District as key element and primary gateway into their campus. UNT-Dallas' plan promotes pedestrian activity along University Hills and transit-oriented development. Ensuring consistency and compatibility of development with the University's plan is critical for the area. The event center is neither consistent with the Future Land Use Plan nor the vision of the Campus District, or the University of North Texas Dallas' Campus plan.

5. Case History/Background:

Date	Body	Action
4/4/2023	P&Z	Z23-06 Recommended approval to revoke an SUP on Lots 1, 5 & 10
8/28/2006	CC	Approved the Campus District Overlay
8/15/2006	P&Z	Recommended approval of the Campus District
9/28/1998	CC	Z98-29 Approved a zone change from CH-SUP for a Catering Club to CH-SUP for a Private Club on Lot 10
10/14/1996	CC	Z96-18 Approved a zone change from CH-SUP for Commercial Amusement and a Catering Club, to CH-SUP for Commercial Amusement, Catering Club, and a Private Club on Lots 1, 5 and 10
10/17/1983	CC	Z1989-SPU052 Approved zone change from CH with SUP for Catering Club to CH with SUP for Commercial Amusement on Lot 1

Operational Considerations:

Per Section 14.404 (c)- Specific Use Permits (SUPs) of the Lancaster Development Code, "A Specific Use Permit may be granted after application has been properly made and a public hearing before the Planning and Zoning Commission and the City Council has been conducted. The proposed use must comply with all regulations and restrictions as contained in the Zoning Ordinance, codes, regulations, and conditions of the City of Lancaster, including, but not limited to the Electrical Code, the Building Code, the Fire Code, the Plumbing Code, and other applicable Ordinances and codes".

On October 14, 1996, City Council approved a zoning change (Ordinance Z35-96) from Commercial Highway (CH-SUP) with a Specific Use Permit for Commercial Amusement, and a Specific Use Permit for a Catering Club to Commercial Highway (CH-SUP) with a Specific Use Permit for Commercial Amusement, Catering Club and a Private Club, on Lots 1 and 5. On September 28, 1998, City Council approved a zone change (Ordinance 33-98) from Commercial Highway (CH-SUP) for a Catering Club to Commercial Highway (CH-SUP) for a Private Club on Lot 10. Both ordinances provided the following conditions:

1. The Planning and Zoning Commission shall have the right to review annually and forward a recommendation to the City Council.
2. The restaurant shall derive at least sixty (60%) percent of its gross revenue from the sale of food and other sources, and no more than forty (40%) percent of its gross revenues from the sale of alcoholic beverages.
3. The operator of the private club shall submit to the City Finance Department quarterly reports setting out such gross revenues as listed in item No. 2, a copy of the quarterly report supplied to the State of Texas for sales tax purposes, and any report furnished to the Texas Alcoholic Beverage Commission under a requirement of the Texas Alcoholic Beverage Code.
4. The operator of the private club will permit the City of Lancaster to audit the books of the private club to assure compliance with these conditions. The operator of the private club will pay the costs associated with such audit.

At this time, the SUP has not been brought back before City Council for review. The City has not received any of the quarterly reports to verify revenue percentages.

For an unspecified amount of time, the subject property has been holding events, parties, performances, rodeos, and other activities beyond the scope of the SUP. One tennis court has been enclosed with an unpermitted structure, a stage was built without a permit, and the site overall does not have appropriate restroom facilities for such activities per the Building Code requirements, nor is there an improved surface for parking.

On May 18, 2022, as part of an attempt to bring the property into compliance, the representative of the

property applied for a specific use permit for the following:

- An event center (Cedar Ranch Event Center) consisting of outdoor events open to the public with a capacity of 300 to 500 people with the event hours from 3:00pm to 11:00pm.
- A performing stage (Cedar Ranch Stage) where patrons would be charged an admission fee. Events would be twice a month on weekends, and open to the public with a capacity of 300 to 500 people with the event hours from 7:00pm to 1:00am.
- A rodeo arena (Tierra Caliente Rodeo Arena) where patrons would be charged an admission fee. Events would be twice a month on weekends, and open to the public with a capacity of 300 to 500 people with the event hours from 4:00pm to 11:00pm.
- Four Food trucks.

All events intended to accommodate for alcohol sales, portables for restroom use, and 1 security person per 100 people, dependent upon the event.

During the plan review, it was noted the property owner's application did not accurately reflect the appropriate property boundaries and had to be rejected for not providing all required property owner's signatures. No new application submittals have since occurred.

As defined in the LDC, Amusement Commercial is "any enterprise whose main purpose is to provide the general public with amusing or entertaining activities, where tickets may be sold or fees may be collected at the gates of the various rides, contests, games, exhibits, or other similar activities. Commercial amusements include zoos, exhibitions, expositions, athletic contests, rodeos, tent shows, ferris wheels, children's rides, roller coasters, skating rinks, ice rinks, traveling shows, bowling alleys, pool parlors, video arcades and similar enterprises, but does not include theaters and auditoriums".

The current specific use permit does not authorize the use of outside performances, or a banquet hall. Furthermore, this property is not platted, and has insufficient infrastructure to support the aforementioned activities. There is no sewer line available for the properties addressed as 4533 and 4543 University Hills Blvd, portable restroom facilities are in place in lieu of required restrooms connected to sewer and water, and there are no designated improved surface parking areas to accommodate hundreds of cars for activities on site. Therefore, staff recommends revocation of the SUP.

Code and Police Department History:

Date	Violation
Code Enforcement	
8/3/2010	High grass and weeds
6/18/2010	High grass and weeds
2/22/2010	Animal at large
1/2/2010	11 goats running loose
8/25/2008	Stray dog at large
Police Department	
	See report in attachments detailing the number of police calls and the nature of the call from 1/1/18-3/21/23

Public Information Considerations:

On March 19, 2023, a notice for this public hearing appeared in the Focus Daily Newspaper. Staff also mailed notifications of this public hearing to property owners within 200 feet of the subject site and posted a sign on the property. There was one (1) letter received in opposition to this request and one (1) letter in support.

Options/Alternatives:

1. The City Council may approve the ordinance as presented revoking the SUP.
2. The City Council may deny the ordinance.

Recommendation:

On April 4, 2023, the Planning and Zoning Commission recommended approval of the request to revoke the SUPs and Staff concurs with the recommendation.

Attachments

Ordinance

Location Map

Proposed SUP Request Site Plan

Jan 2018 - Mar 2023 Public Safety- Calls For Service

Site Photos

Letter of Opposition

Letter of Support

P&Z Agenda (April 4, 2023)

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, REVOKING A SPECIFIC USE PERMIT (SUP) FOR COMMERCIAL AMUSEMENT, CATERING CLUB AND A PRIVATE CLUB ON LOT 1 BEING APPROXIMATELY 23.86 ACRES AND LOT 5 BEING APPROXIMATELY 2.17 ACRES OUT OF THE SILAS B RUNYON SURVEY, ABSTRACT NO. 1199, PG 170, AND A SUP FOR A PRIVATE CLUB ON LOT 10 BEING APPROXIMATELY 5.09 ACRES OUT OF THE SILAS B RUNYON SURVEY, ABSTRACT NO. 1199, PG 170, ON THE PROPERTY ADDRESSED AS 4523, 4533, AND 4543 UNIVERSITY HILLS BOULEVARD, LOCATED AT THE NORTHWEST CORNER OF I-20 AND NORTH UNIVERSITY HILLS BOULEVARD, IN THE CITY OF LANCASTER, DALLAS COUNTY, TEXAS PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission and the City Council, in accordance with the City's Code of Ordinances, state law and all other applicable ordinances of the City, have given the required notices and have held the required public hearings regarding the amendment of the City's zoning laws by revoking the previously issued SUPs on the property referenced above; and

WHEREAS, all legal requirements, conditions and prerequisites have been complied with prior to the case coming before the City Council for the City of Lancaster, including all mandated public notices and public hearings; and

WHEREAS, the City Council, after determining that all legal requirements of notice and hearing have been met, has determined that revocation of the SUP would provide for and would be in the best interest of the health, safety, morals and general welfare of the City.

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

SECTION 1. All of the above premises are hereby found to be true and correct and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. From and after the effective date of this Ordinance, the SUP for Commercial Amusement, Catering Club and a Private Club, and the SUP for a Private Club are hereby revoked. Case No. Z23-06, the zoning map of the City of Lancaster, be hereby amended to reflect the revocation of the SUP for Commercial Amusement, Catering Club and a Private Club on Lot 1 being approximately 23.86 acres and Lot 5 being approximately 2.17 acres out of the Silas B Runyon Survey, Abstract No. 1199, Pg 170, and a SUP for a Private Club on Lot 10 being approximately 5.09 acres out of the Silas B Runyon Survey, Abstract No. 1199, Pg 170, on the property addressed as 4523, 4533, and 4543 University Hills Boulevard located at the northwest corner of I-20 and North University Hills Boulevard.

SECTION 3. The property shall be developed and used in accordance with the development standards under the Lancaster Development Code and ordinances of the City of Lancaster.

SECTION 4. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 5. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6. Any person, firm, corporation or business entity violating this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be subject to a fine not to exceed \$2,000.00, and each day that such violation shall continue shall be considered a separate offense. These penal provisions shall not prevent an action on behalf of the City of Lancaster to enjoin any violation or threatened violation of the terms of this Ordinance, or an action for mandatory injunction to remove any previous violation hereof.

SECTION 7. This Ordinance shall become effective from and after its passage and publication.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 24th day of April, 2023.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

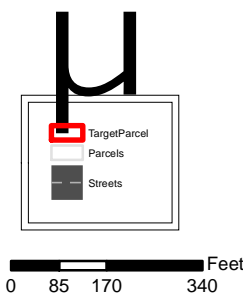
David T. Ritter, City Attorney

City of Lancaster 4523, 4533, and 4543 University Hills Blvd

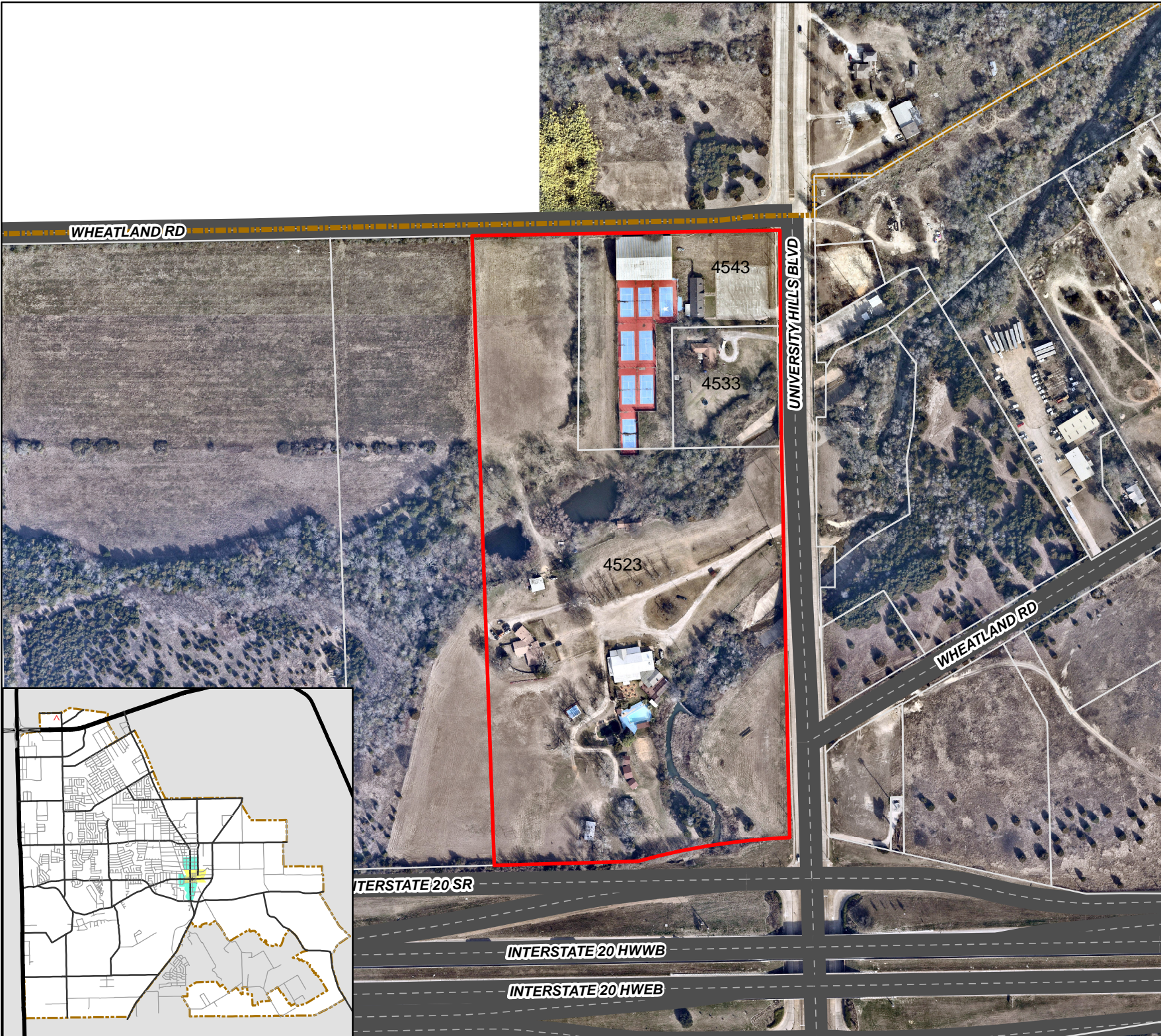
Zoned: CH SUP

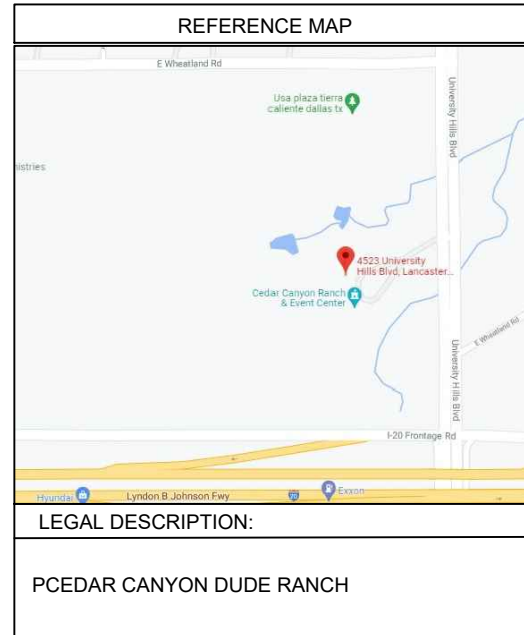
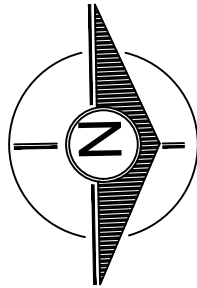


DISCLAIMER / LIMITATION OF LIABILITY
The information on this map is provided by the City of Lancaster as a public service. We are continually updating the data in order to provide the most accurate information possible. Such information is intended for reference only. The City of Lancaster does not guarantee the accuracy of the information, data or maps. All information is provided "As-Is" without warranty of any kind.



Date: 6/28/2022





SQUARE FOOTAGE
PROPOSED STAGE COVERAGE 1,972.25 SQ FT

TOTAL ACRES: 34 ACREAGE

E WHEATLAND RD

PROPERTY LINE 381.06' PROPERTY LINE 298.37'

LOT 9.1

PROPERTY LINE 1699.1'

UNIVERTITY HILLS BLVD

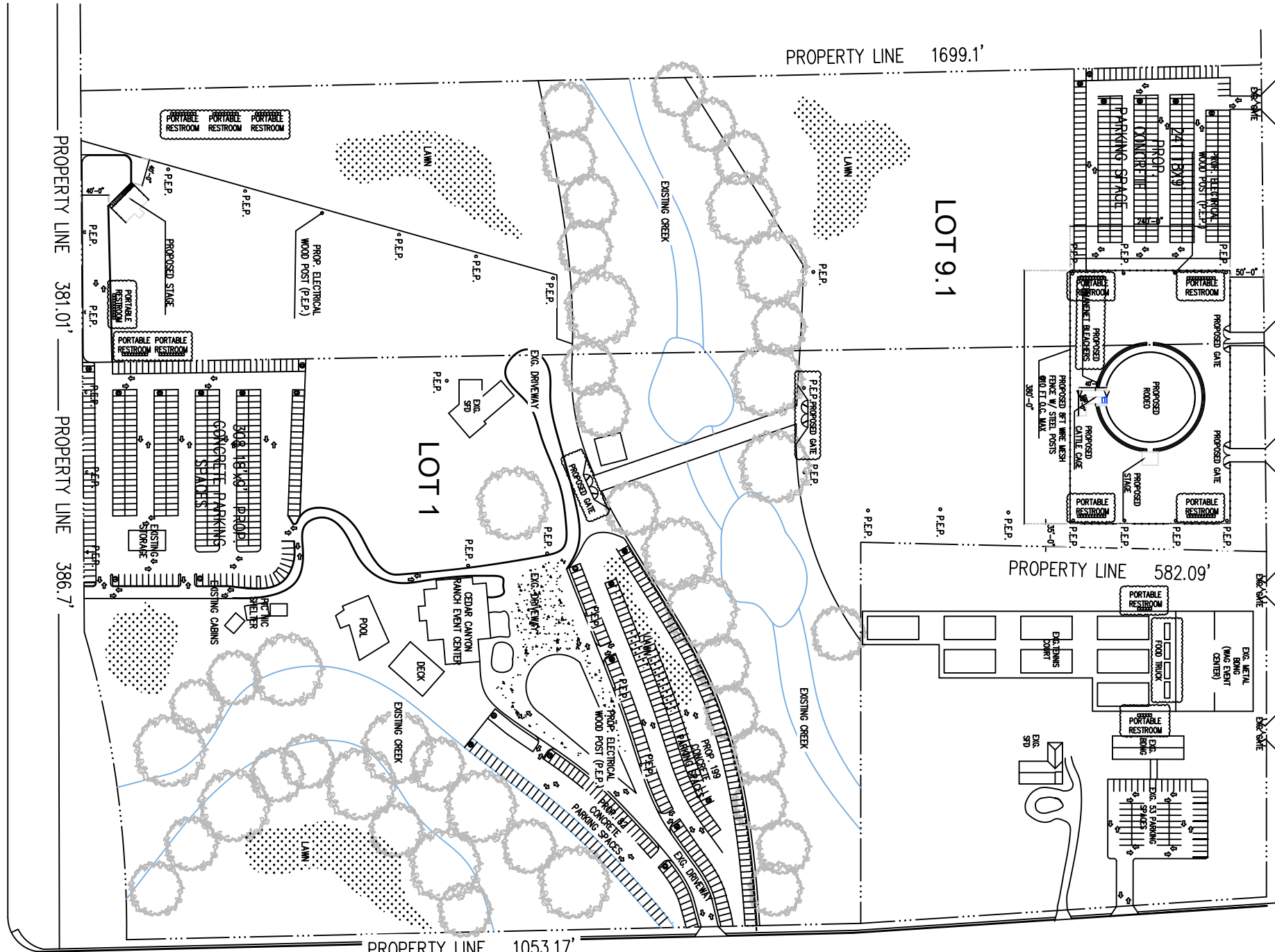
PROPERTY LINE 1053.17'

SITE PLAN

SCALE: 1 TO 200

LYNDON B JOHNSON FWY

PROPERTY LINE 381.01' PROPERTY LINE 386.7'



LANCASTER PD**Number of Events by Nature**

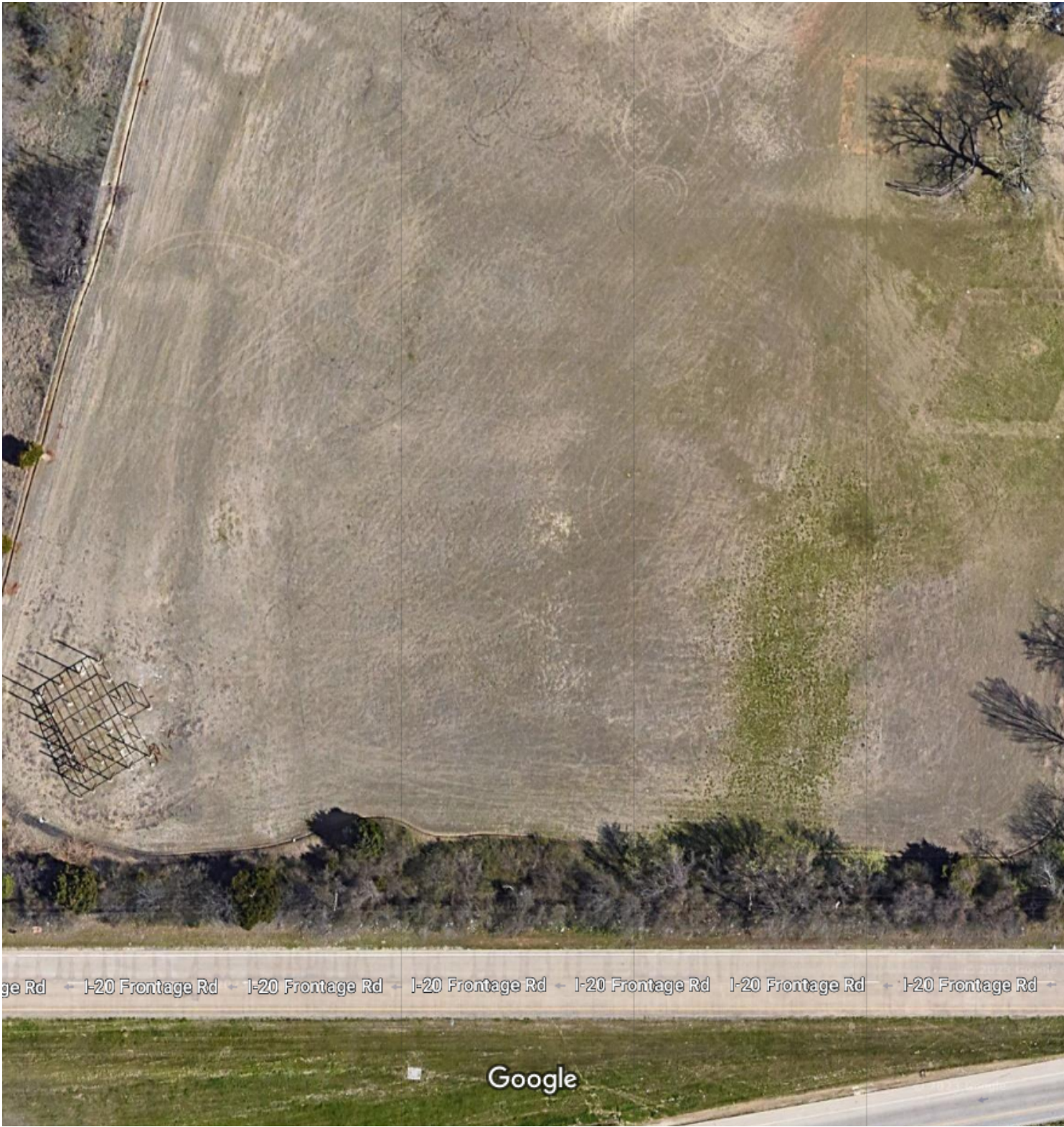
Jan 1, 2018 to March 21, 2023

Nature	# Events
<<No Nature Entered>>	20
911 HANG UP	7
ABANDONED VEHICLE	1
ACCIDENT MAJOR #TONES#	25
ALARM FIRE SMOKE WATERFLOW CO	2
ALARM PANIC	1
ANIMAL COMPLAINT	1
ANIMAL HAZARD	9
ASSAULT REPORT	2
ASSIST FIRE DEPT	2
ASSIST PERSON MOTORIST	11
BREATHING DIFFICULTY	3
BURGLARY REPORT	2
CARDIAC EMERGENCY	3
CLOSE OR EXTRA PATROL	182
CRIMINAL MISCHIEF IN PROGRESS	1
CRIMINAL MISCHIEF REPORT	5
CRIMINAL TRESPASS IN PROGRESS	1
DISTURBANCE DOMESTIC	7
DISTURBANCE MAJOR	9
DISTURBANCE MINOR	20
FIGHT IN PROGRESS	8
FOLLOW UP REPORT	3
FOUND / LOST PROPERTY	2
GRASS FIRE	3
HAZMAT INCIDENT	1
HIT AND RUN ACCIDENT REPORT	3
HIT AND RUN IN PROGRESS	2
INJURED PERSON	13

Nature	# Events
INTOXICATED DRIVER	1
INVESTIGATION OF SMOKE OR ODOR	1
MEDICAL EMERGENCY	12
MEET COMPLAINANT	20
MEET OTHER AGENCY'S OFFICER	2
OPEN DOOR WINDOW	5
PARKING COMPLAINT	8
PERSON WITH A GUN	3
RECKLESS DRIVER SPEEDING COMP	2
REPOSSESSION OR PVT TOW	14
SEIZURE OR STROKE	2
SERVICE CALL	6
SHOOTING IN PROGRESS #TONES#	1
SPECIAL ASSIGNMENT	3
STRUCTURE FIRE	8
SUSPICIOUS PERSON	4
SUSPICIOUS VEHICLE	7
THEFT REPORT	3
TRAFFIC ACCIDENT MINOR NO INJU	7
TRAFFIC HAZARD	11
TRAFFIC STOP	238
TRASH OR DUMPSTER FIRE	1
UNAUTHORIZED BURN	1
UNCONSCIOUS PERSON	3
UUMV REPORT	1
WARRANT EXECUTION	2
WELFARE CHECK	16
Total	731



Stage construction without a permit.



Map data ©2023 , Map data ©2023 20 ft

Nov 28, 2022 at 10:28:25 AM
4543 N Houston School Rd
Lancaster TX 75133
United States



Nov 28, 2022 at 10:24:34 AM
4543 N Houston School Rd
Lancaster TX 75133
United States



Nov 28, 2022 at 10:24:50 AM
4543 N Houston School Rd
Lancaster TX 75133
United States



Unpermitted structure

Nov 28, 2022 at 10:29:08 AM
4543 N Houston School Rd
Lancaster TX 75133
United States



Unpermitted structure

Nov 28, 2022 at 10:29:10 AM
4543 N Houston School Rd
Lancaster TX 75133
United States





CITY OF LANCASTER

SHINING STAR OF TEXAS

Development Services - Planning

Date: March 16, 2022



NOTICE OF PUBLIC HEARING

TO: Property Owner

RE: **Z23-06** Conduct a public hearing and consider the revocation of a Specific Use Permit. The properties are addressed as 4533, 4523, 4543, North University Hills Boulevard, located north of the intersection of North University Hills Boulevard and I-20 known as Lot 1 23.86 acres, Lot 10 5.09 acres, and Lot 5 2.17 acres out of the Silas B Runyon Survey, Abstract No. 1199, Pg 170. The property is currently zoned Commercial Highway (CH) Campus District Overlay with a Specific Use Permit for Commercial Amusement, Catering Club and a Private Club.

LOCATION:

The property is located at 4523, 4533, and 4543 University Hills Boulevard.

EXPLANATION
OF REQUEST:

Revocation of SUP for Dude Ranch

☐
☒

I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS:

We are opposed to the request to revoke SPU Permit (Z23-06). We and/or a representative will speak at the open meeting how revoking such a permit hurts the general public's interest, access to recreation, preservation of livestock and nature to name a few. Cedar Canvon Dude Ranch is a popular venue bringing value to the city.

SIGNATURE:

[Signature] (PATRON OF ESTABLISHMENT)
OWNER: HAMID NIAKON / PATRON: RAYMOND COVERT

ADDRESS:

4523 N University Hills Drive

Your written comments are being solicited in the above case. Additional information is available in the Department of Planning at 211 N. Henry Street. The Planning and Zoning Commission will hold a public hearing and take action on the above case at their meeting on **Tuesday, April 4, 2023 at 7:00 pm**. The City Council will hold a public hearing and take action on the above case at their meeting on **Monday, April 24, 2023 at 7:00 pm**. The meeting will be open to the public; meeting details will be provided on the agenda which will be posted online at <http://www.lancaster-tx.com/1143/Agendas-and-Minutes> at least 72 hours prior to the meeting's date. Please legibly respond in ink. If the signature and/or address are missing, your comments will not be recorded. Your response must be received in the Planning Division by 5 p.m. on **Monday, April 3rd, 2023** for your comments to be recorded for the meetings. Responses received after that time will be forwarded to planning and Zoning Commission at the public hearing.

If you have any questions concerning this request,
please contact the Planning Division
Phone 972-218-1317
FAX 972-218-1862

RETURN BY FAX OR MAIL

City of Lancaster
Planning Division
211 N Henry St
Lancaster, TX 75146-0940



CITY OF LANCASTER

SHINING STAR OF TEXAS

Development Services - Planning

Date: March 16, 2022



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RE: **Z23-06** Conduct a public hearing and consider the revocation of a Specific Use Permit. The properties are addressed as 4533, 4523, 4543, North University Hills Boulevard, located north of the intersection of North University Hills Boulevard and I-20 known as Lot 1 23.86 acres, Lot 10 5.09 acres, and Lot 5 2.17 acres out of the Silas B Runyon Survey, Abstract No. 1199, Pg 170. The property is currently zoned Commercial Highway (CH) Campus District Overlay with a Specific Use Permit for Commercial Amusement, Catering Club and a Private Club.

LOCATION:

The property is located at 4523, 4533, and 4543 University Hills Boulevard.

EXPLANATION
OF REQUEST:

Revocation of SUP for Dude Ranch

☒
☐

I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS:

In favor of revocation to allow further development in the area

SIGNATURE:

Joey Montgomery

*Owner of 4560 N. University Hills
Lancaster, TX*

ADDRESS:

531 W 6th St, Tyler, TX 75701

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City of Lancaster
Planning Division
211 N Henry St
Lancaster, TX 75146-0940



CITY OF LANCASTER BOARDS AND COMMISSIONS

Planning and Zoning Commission

Item 7.

Meeting Date: 04/04/2023

Policy Statement: This request supports the City Council 2022-2023 Policy Agenda

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

Submitted by: Nyliah Acosta, Planning Manager

Agenda Caption:

Z23-6 Conduct a public hearing and consider the revocation of a Specific Use Permit. The properties are addressed as 4523, 4533, 4543, North University Hills Boulevard, located north of the intersection of North University Hills Boulevard and IH-20 known as Lot 1, 23.86 acres; Lot 5, 2.17 acres; and Lot 10, 5.09 acres out of the Silas B Runyon Survey, Abstract No. 1199, Pg 170. The property is currently zoned Commercial Highway (CH) Campus District Overlay with a Specific Use Permit for Commercial Amusement, Catering Club and a Private Club.

Background:

1. **Location and Size:** The property is located at 4523, 4533, and 4543 University Hills Boulevard. The lot sizes are as follows: Lot 1, 23.86 acres; Lot 5, 2.17 acres; and Lot 10, 5.09 acres.
2. **Current Zoning:** The subject property is currently zoned Commercial Highway (CH) Campus District Overlay (Gateway Subdistrict) with a Specific Use Permit (SUP) for Commercial Amusement, Catering Club and a Private Club.
3. **Adjacent Properties:**
 - North: City of Dallas (Vacant)
 - South: Interstate 20
 - East: Campus District (Neighborhood Center I Subdistrict and North I-20 Commercial Subdistrict) - Vacant
 - West: Campus District (Gateway Subdistrict) - Vacant
4. **Comprehensive Plan Compatibility:** The 2016 Comprehensive Plan designates the subject property as Mixed-Use Neighborhood. The current zoning of the property is Campus District (Gateway Subdistrict) with an approved SUP. Event centers are not listed as a primary use within the Future Land Use Plan. The primary focus of the plan is to create an area to live, work and play within a walkable community. Additionally, the Campus District plan aligns its vision with planned growth and development of the University of North Texas at Dallas (UNT-Dallas). The University's adopted master plan envisions the Campus District as key element and primary gateway into their campus. UNT-Dallas' plan promotes pedestrian activity along University Hills and transit-oriented development. Ensuring consistency and compatibility of development with the University's plan is critical for the area. The event center is neither consistent with the Future Land Use Plan nor the vision of the Campus District, or the University of North Dallas' Campus plan.

5. Case History/Background:

Date	Body	Action
8/28/2006	CC	Z06-23 Approved the Campus District Overlay
8/15/2006	P&Z	Z06-23 Recommended approval of the Campus District
9/28/1998	CC	Z98-29 Approved a zone change from CH-SUP for a Catering Club to CH-SUP for a Private Club on Lot 10
10/14/1996	CC	Z96-18 Approved a zone change from CH-SUP for Commercial Amusement and a Catering Club, to CH-SUP for Commercial Amusement, Catering Club, and a Private Club on Lots 1, 5 and 10
10/17/1983	CC	Z1989-SPU052 Approved zone change to CH with SUP for Catering Club to CH with SUP for Commercial Amusement on Lot 1

Operational Considerations:

Per Section 14.404 (c)- Specific Use Permits (SUPs) of the Lancaster Development Code, "A Specific Use Permit may be granted after application has been properly made and a public hearing before the Planning and Zoning Commission and the City Council has been conducted. The proposed use must comply with all regulations and restrictions as contained in the Zoning Ordinance, codes, regulations, and conditions of the City of Lancaster, including, but not limited to the Electrical Code, the Building Code, the Fire Code, the Plumbing Code, and other applicable Ordinances and codes".

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1. The Planning and Zoning Commission shall have the right to review annually and forward a recommendation to the City Council.
2. The restaurant shall derive at least sixty (60%) percent of its gross revenue from the sale of food and other sources, and no more than forty (40%) percent of its gross revenues from the sale of alcoholic beverages.
3. The operator of the private club shall submit to the City Finance Department quarterly reports setting out such gross revenues as listed in item No. 2, a copy of the quarterly report supplied to the State of Texas for sales tax purposes, and any report furnished to the Texas Alcoholic Beverage Commission under a requirement of the Texas Alcoholic Beverage Code.
4. The operator of the private club will permit the City of Lancaster to audit the books of the private club to assure compliance with these conditions. The operator of the private club will pay the costs associated with such audit.

At this time, the SUP has not been brought back before P&Z or City Council for review. The City has not received any of the quarterly reports to verify revenue percentages.

For an unspecified amount of time, the subject property has been holding events, parties, performances, rodeos, and other activities beyond the scope of the SUP. One tennis court has been enclosed with an unpermitted structure, a stage was built without a permit, and the site overall does not have appropriate restroom facilities for such activities per the Building Code requirements, nor is there an improved surface for parking.

On May 18, 2022, as part of an attempt to bring the property into compliance, the representative of the property applied for a specific use permit for the following:

- An event center (Cedar Ranch Event Center) consisting of outdoor events open to the public with a capacity of 300 to 500 people with the event hours from 3pm to 11pm.
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Code and Police Department History:

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6/18/2010	High grass and weeds
2/22/2010	Animal at large
1/2/2010	11 goats running loose
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Police Department	
	See report in attachments

Public Information Considerations:

On March 19, 2023, a notice for this public hearing appeared in the Focus Daily Newspaper. Staff also mailed notifications of this public hearing to property owners within 200 feet of the subject site and posted a sign on the property. There was one (1) letter received in opposition to this request.

Options/Alternatives:

1. The Planning and Zoning Commission may continue to allow the SUP.
2. The Planning and Zoning Commission may revoke the SUP.

Recommendation:

Staff recommends revocation of the SUP as presented. Should the SUP be revoked, all unpermitted structures shall be removed. Shall the SUP be allowed to continue, the property will be required to plat, and permits for all unpermitted structures will be required.

Attachments

Location Map

Proposed SUP Request Site Plan

Jan 2018 - Mar 2023 Public Safety - Calls for Service

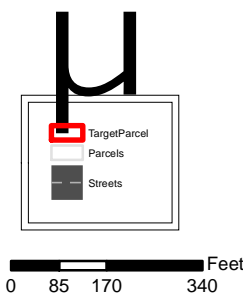
Letter of Opposition

City of Lancaster 4523, 4533, and 4543 University Hills Blvd

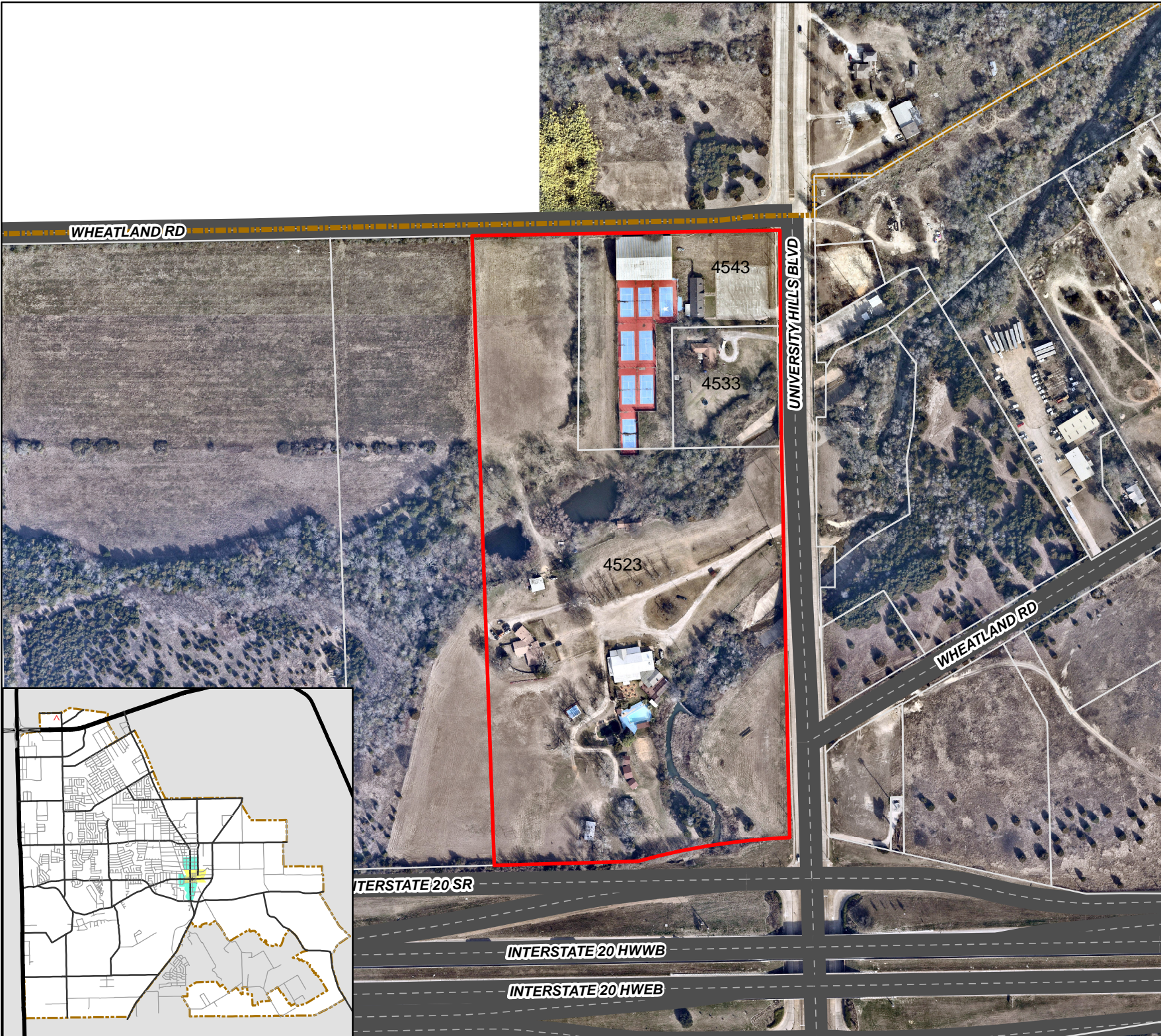
Zoned: CH SUP

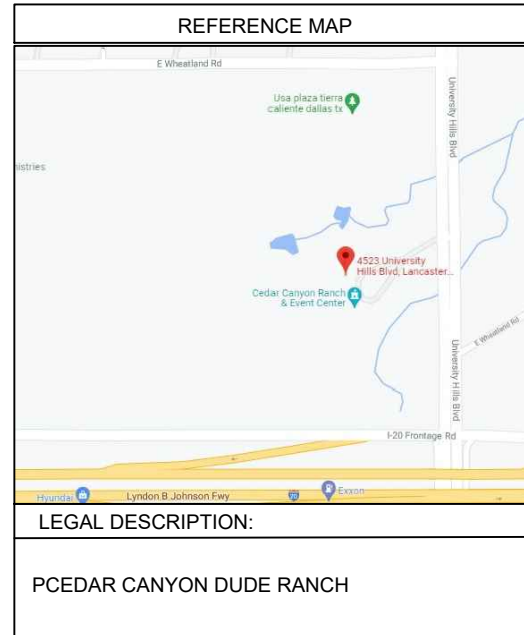
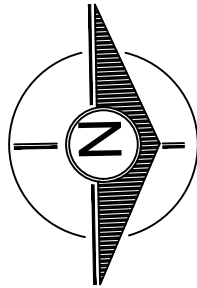


DISCLAIMER / LIMITATION OF LIABILITY
The information on this map is provided by the City of Lancaster as a public service. We are continually updating the data in order to provide the most accurate information possible. Such information is intended for reference only. The City of Lancaster does not guarantee the accuracy of the information, data or maps. All information is provided "As-Is" without warranty of any kind.



Date: 6/28/2022





SQUARE FOOTAGE
PROPOSED STAGE COVERAGE 1,972.25 SQ FT

TOTAL ACRES: 34 ACREAGE

E WHEATLAND RD

PROPERTY LINE 381.06' PROPERTY LINE 298.37'

LOT 9.1

PROPERTY LINE 1699.1'

UNIVERTITY HILLS BLVD

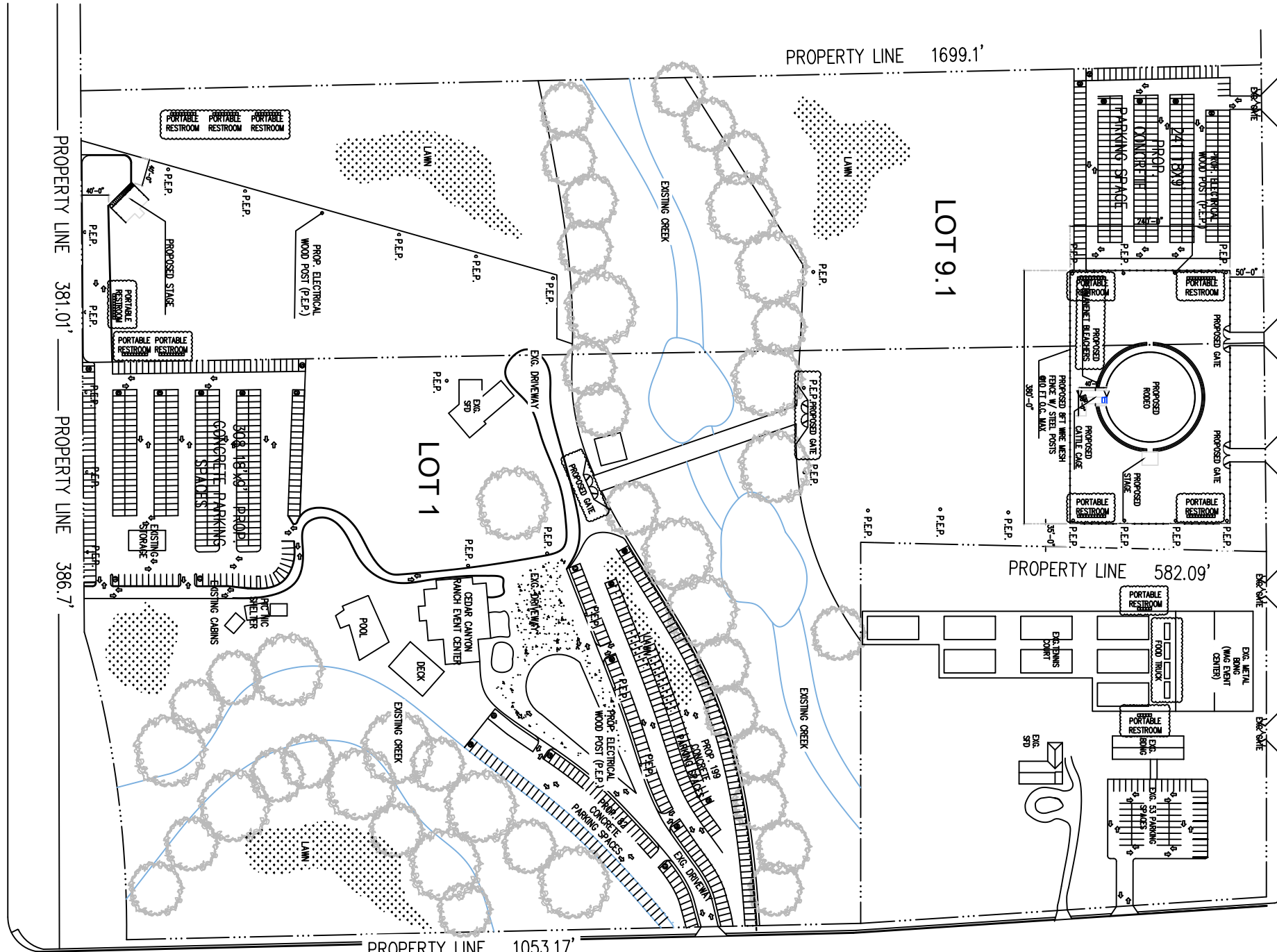
PROPERTY LINE 1053.17'

SITE PLAN

SCALE: 1 TO 200

LYNDON B JOHNSON FWY

PROPERTY LINE 381.01' PROPERTY LINE 386.7'



LANCASTER PD

Number of Events by Nature

Jan 1, 2018 to March 21, 2023

Nature	# Events
<<No Nature Entered>>	20
911 HANG UP	7
ABANDONED VEHICLE	1
ACCIDENT MAJOR #TONES#	25
ALARM FIRE SMOKE WATERFLOW CO	2
ALARM PANIC	1
ANIMAL COMPLAINT	1
ANIMAL HAZARD	9
ASSAULT REPORT	2
ASSIST FIRE DEPT	2
ASSIST PERSON MOTORIST	11
BREATHING DIFFICULTY	3
BURGLARY REPORT	2
CARDIAC EMERGENCY	3
CLOSE OR EXTRA PATROL	182
CRIMINAL MISCHIEF IN PROGRESS	1
CRIMINAL MISCHIEF REPORT	5
CRIMINAL TRESPASS IN PROGRESS	1
DISTURBANCE DOMESTIC	7
DISTURBANCE MAJOR	9
DISTURBANCE MINOR	20
FIGHT IN PROGRESS	8
FOLLOW UP REPORT	3
FOUND / LOST PROPERTY	2
GRASS FIRE	3
HAZMAT INCIDENT	1
HIT AND RUN ACCIDENT REPORT	3
HIT AND RUN IN PROGRESS	2
INJURED PERSON	13

Nature	# Events
INTOXICATED DRIVER	1
INVESTIGATION OF SMOKE OR ODOR	1
MEDICAL EMERGENCY	12
MEET COMPLAINANT	20
MEET OTHER AGENCY'S OFFICER	2
OPEN DOOR WINDOW	5
PARKING COMPLAINT	8
PERSON WITH A GUN	3
RECKLESS DRIVER SPEEDING COMP	2
REPOSSESSION OR PVT TOW	14
SEIZURE OR STROKE	2
SERVICE CALL	6
SHOOTING IN PROGRESS #TONES#	1
SPECIAL ASSIGNMENT	3
STRUCTURE FIRE	8
SUSPICIOUS PERSON	4
SUSPICIOUS VEHICLE	7
THEFT REPORT	3
TRAFFIC ACCIDENT MINOR NO INJU	7
TRAFFIC HAZARD	11
TRAFFIC STOP	238
TRASH OR DUMPSTER FIRE	1
UNAUTHORIZED BURN	1
UNCONSCIOUS PERSON	3
UUMV REPORT	1
WARRANT EXECUTION	2
WELFARE CHECK	16
Total	731



CITY OF LANCASTER

SHINING STAR OF TEXAS

Development Services - Planning
Date: March 16, 2022



NOTICE OF PUBLIC HEARING

TO: Property Owner

RE: **Z23-06** Conduct a public hearing and consider the revocation of a Specific Use Permit. The properties are addressed as 4533, 4523, 4543, North University Hills Boulevard, located north of the intersection of North University Hills Boulevard and I-20 known as Lot 1 23.86 acres, Lot 10 5.09 acres, and Lot 5 2.17 acres out of the Silas B Runyon Survey, Abstract No. 1199, Pg 170. The property is currently zoned Commercial Highway (CH) Campus District Overlay with a Specific Use Permit for Commercial Amusement, Catering Club and a Private Club.

LOCATION:

The property is located at 4523, 4533, and 4543 University Hills Boulevard.

EXPLANATION OF REQUEST:

Revocation of SUP for Dude Ranch

☐ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:
☒ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS:

We are opposed to the request to revoke SPU Permit (Z23-06). We and/or a representative will speak at the open meeting how revoking such a permit hurts the general public's interest, access to recreation, preservation of livestock and nature to name a few. Cedar Canvon Dude Ranch is a popular venue bringing value to the city.

SIGNATURE:

RAY PATRON OF ESTABLISHMENT
OWNER: HAMID NIAKON / PATRON: RAYMOND COVERT

ADDRESS:

4523 N University Hills Drive

Your written comments are being solicited in the above case. Additional information is available in the Department of Planning at 211 N. Henry Street. The Planning and Zoning Commission will hold a public hearing and take action on the above case at their meeting on **Tuesday, April 4, 2023 at 7:00 pm**. The City Council will hold a public hearing and take action on the above case at their meeting on **Monday, April 24, 2023 at 7:00 pm**. The meeting will be open to the public; meeting details will be provided on the agenda which will be posted online at <http://www.lancaster-tx.com/1143/Agendas-and-Minutes> at least 72 hours prior to the meeting's date. Please legibly respond in ink. If the signature and/or address are missing, your comments will not be recorded. Your response must be received in the Planning Division by 5 p.m. on **Monday, April 3rd, 2023** for your comments to be recorded for the meetings. Responses received after that time will be forwarded to planning and Zoning Commission at the public hearing.

If you have any questions concerning this request,
please contact the Planning Division
Phone 972-218-1317
FAX 972-218-1862

RETURN BY FAX OR MAIL
City of Lancaster
Planning Division
211 N Henry St
Lancaster, TX 75146-0940

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting

7.

Meeting Date: 04/24/2023

Policy Statement: This request supports the City Council 2022-2023 Policy Agenda

Goal(s): Financially Sound Government
Sound Infrastructure
Quality Development

Submitted by: Andrew Waits, Director of Public Works

Agenda Caption:

Discuss and consider a resolution amending Resolution 2023-01-16 approving the Texas Department of Transportation's Advance Funding Agreement that provides one hundred percent (100%) of the total cost for the replacement of Keller Branch bridge on Belt Line Road through the Infrastructure Investment and Jobs Act (IIJA) as well as the Highway Bridge Replacement and Rehabilitation Program (HBRRP).

Background:

City Council approved a funding agreement on January 23, 2023, for participation in the Texas Department of Transportation Highway Safety Improvement Program which provides for the repair and replacement of off-system highway bridges. The bridge program is funded 80% through the Federal Highway Administration, 10% through TxDOT and the remaining 10% from the designated local government.

The Keller Branch Bridge on Belt Line Road is a two-lane rural off-system highway bridge that was constructed in 1960. It is designated by TxDOT identifying it as eligible for the Highway Safety Improvement grant program.

Following the January 23, 2023, approval of Resolution 2023-01-16, TxDOT notified the City that the Bridge Advance Funding Agreement being drafted is approved for 100% federal and State funding under the Infrastructure Investment and Jobs Act (IIJA) as well as the Highway Bridge Replacement and Rehabilitation Program (HBRRP); therefore, the 10% is no longer required. This requires a new fully executed Resolution.

Operational Considerations:

Belt Line Road is designated on the 2020 Master Thoroughfare Plan as a major arterial Type B with 100 feet of right-of-way. The existing bridge at Keller Branch is a two-lane rural bridge. TxDOT's bridge replacement program will fund 100% of the bridge's replacement cost; however, it replaces the bridge at its current two-lane rural capacity. The project design would commence after the Texas Department of Transportation receives the fully executed Resolution from the City of Lancaster supporting the participation of the replacement program. The project has a Ready to Let date of May 2024.

Legal Considerations:

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

Public Information Considerations:

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

Fiscal Impact:

The Texas Department of Transportation has provided costs for both engineering design and construction. There is no financial impact to the City for this project.

Options/Alternatives:

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

Recommendation:

Staff recommends approving as presented.

Attachments

Resolution

Exhibit A

Site Location Map

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS APPROVING THE TERMS AND CONDITIONS OF A REPLACEMENT AGREEMENT BETWEEN THE CITY OF LANCASTER AND THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE BRIDGE REPLACEMENT IDENTIFIED AS BELTLINE ROAD BRIDGE AT KELLER BRANCH; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR THE REPEAL OF ANY AND ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Mayor and City Council of the City of Lancaster desires to maintain City bridge infrastructure in a safe condition; and

WHEREAS, the Texas Department of Transportation has identified Belt Line Road bridge at Keller Branch as eligible for replacement through the Infrastructure Investment and Jobs Act (IIJA) as well as the Highway Bridge Replacement and Rehabilitation Program (HBRRP); and

WHEREAS, participating in the Infrastructure Investment and Jobs Act (IIJA) as well as the Highway Bridge Replacement and Rehabilitation Program (HBRRP) is approved for 100% federal and state funding; and

WHEREAS, the City Council finds it the best interest of the City to authorize this replacement Agreement with the State of Texas' Infrastructure Investment and Jobs Act (IIJA) as well as the Highway Bridge Replacement and Rehabilitation Program (HBRRP). Which will supersede the existing agreement between the parties on this subject matter.

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

SECTION 1. That Agreement between the City of Lancaster and the Texas Department of Transportation attached hereto and incorporated herein as "Exhibit A", is hereby approved.

SECTION 2. That the City Manager is hereby authorized to execute the said Agreement for the purposes identified therein.

SECTION 3. All resolutions of the City of Lancaster heretofore adopted which are in conflict with the provisions of this resolution and the same are hereby repealed, and all resolutions of the City of Lancaster not in conflict with the provision hereof shall remain in full force and effect.

SECTION 4. If any article, paragraph, subdivision, clause or provision of this resolution, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such judgment or holding shall not affect the validity of this resolution as a whole or any part or provision thereof, as amended hereby, other than the part so declared to be invalid or unconstitutional.

SECTION 5. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place and purpose of said meeting was given as required by law.

SECTION 6. This resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 24th day of April, 2023.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

TxDOT::				NBI Structure #	18-057-0-M001-00-029
CSJ #	0918-47-318			Federal Highway Administration:	
District #	18 - Dallas	AFA ID	Z00003126	CFDA No.	20.205
Code Chart 64 #	23850			CFDA Title	Highway Planning and Construction
Project Name	Belt Line Road at Keller Branch			<i>AFA Not Used For Research & Development</i>	

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For Bridge Replacement or Rehabilitation
Projects Where the LG Match Contribution is Waived
Off the State System**

THIS Advance Funding Agreement (the Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the “State”, and **The City of Lancaster**, acting by and through its duly authorized officials, called the “Local Government.”

WITNESSETH

WHEREAS, Title 23 United States Code Section 144 authorizes federal funds to assist the states in the replacement or rehabilitation of deficient bridges located on public highways, roads, and streets, including those under the jurisdiction of local governments; and

WHEREAS, the Texas Transportation Code Sections 201.103 and 222.052 establish that the State shall plan and make policies for the construction of a comprehensive system of state highways and public roads in cooperation with local governments; and

WHEREAS, the Local Government owns one or more bridges on a public road or street located at **Belt Line Road at Keller Branch**, and these bridges are included in the currently approved off-state system federal-aid Highway Bridge Replacement and Rehabilitation Program (HBRRP) as authorized by Texas Transportation Commission Minute Order Number **115814**, dated August 31, 2020; and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance, which is attached to and made a part of this agreement as Attachment D for the development of the specific programmed replacement or rehabilitation project, called the “Project”. The Project is identified in the location map shown as Attachment A, which is attached to and made a part of this agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth, it is agreed as follows:

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AGREEMENT

1. Period of this Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.

2. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to develop the project and the project does not proceed, in which case the Local Government agrees to reimburse the State for one-hundred percent (100%) of its reasonable actual direct and indirect costs incurred for the project; or
- D. The project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may at its discretion terminate the agreement.

3. Amendments

Amendments to this Agreement may be made due to changes in the character of the work, the terms of the Agreement, or the responsibilities of the parties. Amendments shall be enacted through a mutually agreed upon written amendment executed by all parties to this Agreement.

4. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

5. Scope of Work

The scope of work for this Agreement is the replacement or rehabilitation of the bridges identified in the recitals of this Agreement. This replacement or rehabilitation shall be accomplished in the manner described in the plans, specifications, and estimates developed in accordance with this Agreement and which are incorporated in this agreement by reference.

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6. Right of Way and Real Property

- A. The Local Government is responsible for the provision and acquisition of all necessary right of way and will not be reimbursed with federal or state funds for the required right of way.
- B. The Local Government authorizes the State, its consultant, contractor, or other designated representative to enter the sites of these bridges and adjacent right of way or relocation right of way to perform surveys, inspections, construction, and other activities necessary to replace or rehabilitate these bridges and approaches.

7. Adjustment of Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

8. Environmental Assessment and Mitigation

Development of the Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- A. The State is responsible for the identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.
- B. Cost participation in environmental assessment and remediation work shall be paid by the parties in the same ratio as construction costs and will be included in the construction costs identified in Attachment C, Estimate of Direct Costs.
- C. The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment.
- D. The State will not begin construction of the Project until identified environmental problems have been remediated, unless provided for otherwise.

9. Compliance with Texas Accessibility Standards and ADA

All parties to this Agreement shall ensure that the plans for and the construction of the Project subject to this Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS

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establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services

The State is responsible for performance of any required architectural or preliminary engineering work. The Local Government may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by state and federal law. The Local Government review shall not unduly delay the development of the Project.

11. Construction Responsibilities

- A. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. Upon completion of the Project, the State will issue a "Notification of Completion" acknowledging the Project's construction completion.

12. Project Maintenance

After the Project has been completed, the Local Government shall accept full ownership, and operate and maintain the facilities authorized by this Agreement for the benefit of and at no charge of toll to the public. This covenant shall survive the completion of construction under this Agreement.

13. Local Project Sources and Uses of Funds

- A. A Project Cost Estimate is provided in Attachment C, Estimate of Direct Costs.
- B. Attachment C provides a source of funds estimate as well as the estimated direct preliminary engineering, construction engineering, and construction costs for the Project in total and by the Local Government.
- C. The required Local Government participation is based solely upon the State's estimate of the eligible work at the time this Agreement is executed and will not be adjusted during construction except as needed to include any Project cost item or portion of a cost item ineligible for state or federal participation. In addition to its share of estimated direct engineering and construction costs, the Local Government is responsible for the direct cost of any project cost item or portion of a cost item that is not eligible for federal participation under the federal HBRP. The Local Government is also responsible for any cost

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resulting from changes made at the request of the Local Government. The State and the Federal Government will not reimburse the Local Government for any work performed before federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information.

- D. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- E. After execution of this Agreement, but thirty (30) days prior to the performance of any work by the State, the Local Government shall remit to the State the amount specified in Attachment C for the Local Government's contribution for preliminary engineering. The Local Government will pay, at a minimum, its funding share for this estimated cost of preliminary engineering.
- F. Forty-five (45) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs and any other costs owed.
- G. If, at the completion or termination of the Project, the State determines that additional funding is required by the Local Government, the State shall notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- H. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation". The check or warrant shall be deposited by the State and managed by the State. The funds may only be applied to the State Project.
- I. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.
- J. The State will not pay interest on any funds provided by the Local Government.
- K. The Local Government funding participation responsibilities include ROW Acquisition, Utility Relocation , and any additional requested work by the LG

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above what is eligible for Category 6 funding, except when the Project is terminated before completion at the request of the Local Government as addressed in the Termination provision of this Agreement.

- L. The amounts shown on Attachment C are estimates only. If actual costs exceed the estimates, this shall be considered a fixed price agreement, and no additional funding shall be required of the Local Government except to the extent that the additional costs result from changes made at the request of the Local Government or to the extent that the additional costs are not eligible for federal participation under the federal HBRRP. If actual costs are less than the estimates, Local Government participation shall be recalculated based on actual costs. If the recalculation results in a reduction in participation by the Local Government, the State shall pay the difference to the Local Government upon completion of the Project.
- M. Projects approved for 100% federal and State funding under the Infrastructure Investment and Jobs Act (IIJA) as well as the Highway Bridge Replacement and Rehabilitation Program (HBRRP), do not require local participation for costs eligible for federal funding. For IIJA and HBRRP funded projects, adjustments to the typical local participation as provided by Texas Transportation Code Section 222.053 do not apply.
- N. The State will not execute the contract for the construction of a Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- O. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

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14. Performance by Local Government of Equivalent-Match Projects (EMP) in Return for Waiver of Local Match Participation Funding on Participation-Waived Projects (PWP)

A. Projects approved for 100% federal and state funding under the Infrastructure Investment and Jobs Act (IIJA) and the Highway Bridge Replacement and Rehabilitation Program (HBRRP) do not require local participation for costs eligible for federal funding. Since no cost offset through the performance of Equivalent-Match work is required, this Article is not applicable.

15. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

State: Director, Bridge Division
Texas Department of Transportation
125 E. 11th Street
Austin, Texas 78701

Local Government: County Judge
Ellis County
101 W. Main Street
Waxahachie, Texas 75165

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

16. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

17. Responsibilities of the Parties

The parties to this Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

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18. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

19. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

20. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this Agreement.

21. Office of Management and Budget (OMB) Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

22. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

23. Inspection of Books and Records

The parties to the Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA) and the U.S. Office of the Inspector General, or their duly authorized representatives, for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, the FHWA, and their duly authorized representatives shall have

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access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

24. Civil Rights Compliance

- A. Compliance with Regulations: The Local Government will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this contract, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 1. withholding of payments to the Local Government under the contract until the Local Government complies and/or
 2. cancelling, terminating, or suspending of the contract, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations

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and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

25. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not*

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discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

26. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification.

27. Lobbying Certification

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this

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certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

28. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 1. Obtain and provide to the State, a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: <https://sam.gov/SAM/pages/public/index.jsf>;
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

29. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this Agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement.

30. Local Government Restrictions

In the case that the Local Government has an existing, future, or proposed local ordinance, commissioners court order, rule, policy, or other directive that is more restrictive than the state or federal regulations that results in an increase cost to the State for the project, the local government is responsible for all increased costs associated with the ordinance, order, policy, directive, or change.

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31. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY_____."
- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Pertinent Non-Discrimination Authorities

During the performance of this contract, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age

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Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).

- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

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33. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature

Opal Mauldin-Jones

Typed or Printed Name

City Manager

Title

Date

THE STATE OF TEXAS

Graham Bettis, P.E.

Bridge Division Director

Texas Department of Transportation

Date

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ATTACHMENT A PROJECT LOCATION MAP



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ATTACHMENT B**
LIST OF DISTRICT ENGINEER APPROVED
EQUIVALENT-MATCH PROJECTS

Location (and structure identification number, if applicable)	On School Bus Route? (Yes/No)	Historic Bridge? (Yes/No)	Description of Structural or Safety Improvement Work	Estimated Cost
N/A				
Total				
EMP work credited to this PWP*				
Balance of EMP work available to associated PWPs				
Associated PWPs CSJs			Amount to be Credited to Associated PWPs	

*This total should typically equal the "Balance of Local Government Participation" that is waived as shown in Attachment C.

**This attachment not applicable for non-PWPs.

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ATTACHMENT C ESTIMATE OF DIRECT COSTS

	<u>Estimated Cost</u>	<u>Local Government Participation</u>
Preliminary Engineering (PE)	(1) \$115,780	
Ten Percent (10%) or EDC Adjusted Percent of PE for Local Government Participation – WAIVED BY TxDOT		\$0
Construction	\$2,362,852	
Engineering and Contingency (E&C)	\$292,993	
The Sum of Construction and E&C	(2) \$2,655,845	
Ten Percent (10%) or EDC Adjusted Percent of the Sum of Construction and E&C for Local Government Participation – WAIVED BY TxDOT		\$0
Amount of Advance Funds Paid by Local Government *		\$0
Amount of Advance Funds to be Paid by Local Government *		\$0
Balance of Local Government Participation which is to be Waived where the Project is a PWP		\$0
Total Project Direct Cost	(1+2) \$2,771,625	

*Credited Against Local Government Participation Amount

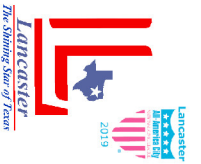
If this Project is to be a PWP, Amount of EMP Work Being Credited to this PWP as Shown
on Attachment B. \$0

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ATTACHMENT D

RESOLUTION OR ORDINANCE OF LOCAL GOVERNMENT

City of Lancaster Belt Line Rd Keller Branch Bridge Built in 1960



DISCLAIMER / LIMITATION OF LIABILITY
The information on this map is provided by the City of as a public service. We are continually updating the data in order to provide the most accurate information possible. Such information is intended for reference only. The City of Lancaster does not guarantee the accuracy of the information, data or maps. All information is provided "As-Is" without warranty of any kind.



Date: 12/1/2022



CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting

8.

Meeting Date: 04/24/2023

Policy Statement: This request supports the City Council 2022-2023 Policy Agenda

Goal(s): Financially Sound Government
Quality Development

Submitted by: Shane Shepard, Director of Economic Development

Agenda Caption:

Discuss and consider a resolution approving the terms and conditions of a Hotel Occupancy Tax Loan Agreement between the City of Lancaster, Texas, and Ellen Clark, a Texas sole proprietorship, related to the renovation and use of the Lancaster Theater as a performance venue.

Background:

Ellen Clark owns the Lancaster Theater building located at 118 Historic Town Square and plans to renovate the facility and use it as a performance venue. A forgivable loan of two hundred fifty thousand dollars (\$250,000) is requested to support this project. The source of funding for the loan is Hotel Occupancy Tax revenues. Hotel Occupancy Tax revenues are collected from hotels located within city boundaries. The City's hotel occupancy rate is seven percent (7%) of the room rate. The intended use of these funds are to promote the tourism and convention industry and increase overall hotel occupancy in Lancaster.

On March 20, 2023, the City Council received a briefing on Hotel Occupancy Tax (HOT) funds and grant applications to use these funds. On April 10, 2023, the City Council adopted the City of Lancaster Policy and Guidelines for use of HOT funds and amended the City of Lancaster Tax Incentive Policy amending requirements for lodging facility incentives.

Under Texas law and city policy, local HOT revenue can be used only to directly promote tourism and the convention/hotel industry. Proceeds must be spent on projects or events that result in visitors or attendees staying overnight in the community.

The funding request by the applicant meets state law and conforms to city policy. The funds are requested by the applicant to make the following improvements to the building prior to opening:

- Lighting and Audio System: \$30,000
- Stage Improvements including new curtain: \$41,000
- 'First Class' theater chairs and tables: \$45,000
- Lobby improvements: \$7,000
- Soundproof wall on North Dallas Avenue: \$5,000
- Bathroom improvements: \$14,000
- New kitchen: \$36,000
- Production office/upstairs improvements and signage: \$12,000
- Marketing: \$30,000
- Operating capital: \$30,000

This project seeks to create a venue which will attract visitors to Lancaster. The renovation of the theater building, and its subsequent use as a performing arts venue, meets legal requirements for the use of the

HOT funds. Staff reviewed the use of HOT funds with the Texas Hotel & Lodging Association, the leading group that advises how these funds may be used. This type of project is not uncommon around the state.

Under this agreement, the City will provide a two hundred fifty thousand dollar (\$250,000) forgivable loan to the Developer upon execution of the Agreement and completion of an appraisal of the building showing a value of three hundred thousand dollars (\$300,000) or more. The Developer will be required to renovate the building and stage a grand opening of the building no later than March 1, 2024. The Developer will hold at least twenty-five (25) qualified events, comprising at least forty-one (41) events nights. Marketing for events must reach a target audience at least twenty (20) miles outside city limits. Interest will accrue on the outstanding principal balance at a rate of seven (7%) annually. This loan is secured by a deed of trust and promissory note in favor of the City of Lancaster allowing the City to take ownership of the building should the loan not be repaid.

If, at the end of each Program Year, the Developer has fulfilled all obligations included in the Agreement, one fifth (1/5th) of the value of the loan and the accrued interest for that year will be forgiven. If the obligations of the Agreement are not fulfilled, the Agreement will go into Default. The Developer can either cure the outstanding issues, pay the outstanding balance of the loan in full or the City will take ownership of the building.

Operational Considerations:

Information supplied by the developer will be reviewed annually by staff to determine compliance with the agreement. Interest calculations are pre-determined in the agreement.

Legal Considerations:

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

Public Information Considerations:

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

Fiscal Impact:

This project will cost a maximum of two hundred fifty thousand dollars (\$250,000). An end of fiscal year budget amendment will be required if this item is approved.

Options/Alternatives:

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

Attachments

Resolution

Exhibit A - Hotel Occupancy Tax Loan Agreement

Promissory Note

Deed of Trust

Business Plan

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING A HOTEL OCCUPANCY TAX LOAN AGREEMENT BY AND BETWEEN THE CITY OF LANCASTER, TEXAS AND ELLEN CLARK; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Ellen Clark owns and seeks to renovate the Lancaster Theater building, located at 118 Historic Town Square and operate it, upon renovation, as a Performing Arts venue by July 1, 2024; and

WHEREAS, the City of Lancaster ("City") recognizes the importance of business and community development to the vitality and growth of Lancaster; and

WHEREAS, the City desires to grant certain hotel occupancy tax incentives to Ellen Clark for the purpose of renovating the Lancaster Theater and creating a Performing Arts venue that attracts visitors residing more than twenty miles from the City of Lancaster and encourages stays in local hotels; and

WHEREAS, the City has adopted a policy for allocating Hotel Occupancy Tax revenues for promoting increased hotel occupancy, and the Hotel Occupancy Tax Loan Agreement set forth herein are given and provided by the City pursuant to and in accordance with this program; and

WHEREAS, the City is authorized by Chapter 351 of the Texas Local Tax Code, as amended, to issue incentives in order to promote increased hotel occupancy; and

WHEREAS, the Agreement containing the terms of the incentives from the City is appropriate.

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

SECTION 1. The City Council of the City of Lancaster, Texas approves a Hotel Occupancy Tax Loan Agreement by and between the City of Lancaster and Ellen Clark, attached as Exhibit "A" and incorporated herein.

SECTION 2. The City Council authorizes the City Manager to execute the Hotel Occupancy Tax Loan Agreement between the City of Lancaster and Ellen Clark.

SECTION 3. This Resolution shall take effect immediately from and after the date of passage and as provided by law.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 24th day of April, 2023

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

Exhibit A
HOTEL OCCUPANCY TAX LOAN AGREEMENT

This Hotel Occupancy Tax Grant Agreement (hereinafter referred to as the “Agreement”) by and between the *City of Lancaster, Texas*, a Texas home-rule municipality (hereinafter referred to as the “City”) and *Ellen Clark*, an individual (hereinafter referred to as the “Developer”) is made and executed on the following recitals, terms, and conditions.

RECITALS

WHEREAS, Chapter 351 of the Texas Tax Code addresses expenditures of the municipal hotel occupancy tax revenue; and

WHEREAS, the Developer intends to conduct or hold the following activity, program or event eligible for funding pursuant to Chapter 351 of the Texas Tax Code: establishment of a theatre in the City of Lancaster City limits with the intention to provide a regional-impact cultural and arts program benefiting the City by encouraging visitation and overnight travel benefiting the City (hereinafter referred to as the “Activity, Program or Event”); and

WHEREAS, the City intends to use the municipal hotel occupancy tax collected from such hotel or hotels to reimburse the Developer for said activities, programs, or events eligible for funding under Chapter 351 of the Texas Tax Code; and

WHEREAS, the City has concluded and hereby finds that this Agreement promotes tourism and the convention and hotel industry within the City, and further meets the requirements contained in Chapter 351 of the Texas Tax Code, as amended.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the Parties.

SECTION 2. TERM.

This Agreement shall be effective as of the Effective Date, and shall continue thereafter until all obligations of Developer to City have been performed in full, or on **July 1, 2030**, whichever is sooner, unless terminated sooner under the provisions hereof.

SECTION 3. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement:

- (a) **Act.** The word “Act” means Chapter 351 of the Texas Tax Code, as amended.
- (b) **Activity, Program or Event.** The words “Activity, Program or Event” mean the following event/s conducted by the Developer: establishment of a theatre in the City of Lancaster City limits with the intention to provide a regional-impact cultural and arts program benefiting the City by encouraging visitation and overnight travel benefiting the City, and as provided for in further detail herein.
- (c) **Agreement.** The word “Agreement” means this Hotel Occupancy Tax Loan Agreement, together with all exhibits and schedules attached to this Hotel Occupancy Tax Loan Agreement from time to time, if any.
- (d) **City.** The word “City” means the City of Lancaster, Texas. For purposes of this Agreement, City’s address is 211 N. Henry Street, Lancaster Texas, 75146.
- (f) **Developer.** The word “Developer” means Ellen Clark, a sole proprietor, whose address for the purposes of this Agreement is 108 North Dallas Avenue, Lancaster, Texas, 75146.
- (e) **Effective Date.** The words “Effective Date” mean the date of the latter to execute this Agreement by and between the Developer and the City.
- (g) **Event of Default.** The words “Event of Default” mean and include any of the Events of Default set forth below in the section entitled “Events of Default.”
- (h) **Facility.** The word “Facility” means the building located at 118 Historic Town Square, Lancaster, Texas and is described and/or depicted on Exhibit A – Site Plan/Concept Documents, of this Agreement. In order to qualify as the Facility under this Agreement, the facility must meet all of the following criteria: (1) be located within the City limits; (2) obtain a Certificate of Occupancy no later than July 1, 2024 and maintain it during the duration of this Agreement; (3) remain in operation in the City for at least five (5) years following the disbursement of funds under this Agreement; (4) be appraised at a value of at least \$300,000 by a Texas- licensed real estate appraiser within ninety (90) days of approval of this Agreement by the Lancaster City Council; and be the site of the Activity, Program, or Event as provided for herein.
- (i) **Grand Opening.** A Qualified Event or Events held over a thirty (30) day period at the Facility and promoted as the Grand Opening, to be completed no later than July 1, 2024.
- (j) **Local Hotel Occupancy Tax Revenue.** The words “Local Hotel Occupancy Tax Revenue” mean the municipal hotel occupancy tax levied by the City pursuant to the Act, at such rates as are promulgated by the State of Texas, currently at the rate of seven percent (7%) which tax is collected from guests staying at hotels within the City.
- (k) **Qualified Expenditures.** The words “Qualified Expenditures” mean those expenditures made towards the Activity, Program or Event, and those expenses which are otherwise eligible for funding with the Local Hotel Occupancy Tax Revenue pursuant to the Act.

- (l) **Qualified Event.** A qualified event must be (1) held at the Facility; (2) be either open to the public or the public must be able to purchase tickets. A minimum of one Qualified Event must be held each month during the Term of the Agreement, starting with the date that the Grand Opening occurs.
- (m) **Program Year.** For the purpose of reporting, the Program Year will be from July 1st through June 30th annually.
- (n) **Term.** The word “Term” means the term of this Agreement as specified in Section 2 of this Agreement.

SECTION 4. OBLIGATIONS OF THE DEVELOPER.

During the Term of this Agreement, Developer shall comply with the following terms and conditions:

- (a) **Activity, Program or Event.** Developer requests that the City make a loan of Local Hotel Occupancy Tax Revenue for the Activity, Program or Event in the amount not to exceed **Two Hundred and Fifty Thousand and No/100 Dollars (\$250,000.00)**. Developer covenants and agrees to the following:
 - (1) Funding with Local Hotel Occupancy Tax Revenue for the Activity, Program or Event cannot exceed one hundred percent (100%) of the costs of the Activity; Program, or Event;
 - (2) For each Program Year during the Term of this Agreement, to hold at least twenty-five (25) Qualified Events, comprising at least forty-one (41) event-days during which an event takes place at the Facility, comprising one or more of the following event types: live-music, plays of at least two (2) nights in duration; live film plays; art exhibits; seasonal events; children’s matinee; cultural exhibitions (including dance and performance); appreciation nights, and special events. A minimum of one Qualified Event is required to be held each month during the Term of this Agreement is required;
 - (3) Securing a Certificate of Occupancy consistent with the Activity, Program or Event and hosting a Grand Opening for the Facility no later than July 1, 2024;
 - (4) Operating the Facility consistent with the Activity, Program, or Event throughout the Term of this Agreement;
 - (5) All promotional activity/advertising funded by the Local Hotel Occupancy Tax Revenue must reach target audiences at least twenty (20) miles outside the City limits.

- (6) Within ninety (90) days of the approval of this Agreement by the Lancaster City Council, and prior to the release of the loan funds, Developer will provide the City with an appraisal dated within sixty (60) days of submission from a Texas-licensed commercial real estate appraiser showing that the real property located at 118 Historic Town Square, Lancaster Texas appraises at a value of at least \$300,000.
- (b) **Reporting.** Developer covenants and agrees to submit to the City four quarterly reports annually, to be submitted no later than forty-five (45) days after the conclusion of each quarter of operations beginning with three months after for the Grand Opening of the Facility on July 1, 2024. The first quarterly report will be due July 15, 2024 and following reports every three months during the Term of the Agreement. Each report must include the following:
 - (1) List of Qualified Events held including the total best estimated number of attendees per event, divided by local and non-local attendees, if possible. It is understood that some events may also incorporate use of the Historic Town Square – such usage of public space to be approved in advance by the City of Lancaster. In cases where public event space is requested, it will be coordinated with events hosted by other downtown venues and groups and will not automatically be approved;
 - (2) Copies of advertisements, press releases and other promotional activity related to the events;
 - (3) If available from booking or sales software or logs, a zip code survey of participants;
 - (4) If available from booking or sales software, a hotel survey report regarding the number of hotel room nights consumed for those attending said event;
 - (5) If a charitable organization is benefitted by the event, proof of any disbursement to the charitable organization is required;
 - (6) Provide City with rights to images taken from the events; both still and video.
- (c) **Additional Assurances.** Developer agrees to make, execute and deliver to City such other promissory notes, instruments, documents and other agreements as City or its attorneys may reasonably request regarding this Agreement, including but not limited to such documents pursuant to the loan of funds under this Agreement.
- (d) **Performance.** Developer agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between the Developer and the City.
- (e) **Conflicts of Interest.** None of the Local Hotel Occupancy Tax Revenue funds hereby granted shall be paid, directly or indirectly, to a Lancaster City Council member, the head of any department of the City; an officer of the Developer; a member of any committee managing the disbursement of Local Hotel Occupancy Tax Revenue funds; a member of the immediate family of any of the foregoing persons; or a business in which any of the foregoing persons has an economic interest. If payments are contemplated, a conflicts

disclosure affidavit required by Chapter 171 of the Texas Local Government Code, must be filed with the City.

SECTION 5. OBLIGATIONS OF THE CITY.

During the Term of this Agreement, City shall comply with the following terms and conditions:

- (a) **Activity, Program or Event.** The City covenants and agrees to provide a loan of Local Hotel Occupancy Tax Revenue to the Developer for the Activity, Program or Event in an amount not to exceed **Two Hundred and Fifty Thousand and No/100 Dollars (\$250,000.00)** for use for the Activity, Program, or Event within thirty (30) days or both the Execution of this Agreement and committal of an Appraisal of this building with a valuation of a minimum of three hundred thousand dollars (\$300,000). The loan shall carry interest at seven percent annual rate (7%), but shall be forgivable in the amount of the loan payment each month that the Developer is in compliance with the terms of this Agreement and all Additional Assurances as noted in Section 4(c), *supra*.

The interest will be calculated annually. Specifically, at the end of year 1, interest will be calculated on the outstanding balance of \$250,000 (\$17,500). If contractual obligations are met at that time, the outstanding balance of the forgivable loan is reduced to \$200,000. At the end of year 2, interest will be calculated on the outstanding balance of \$200,000 (\$14,000). If contractual obligations are met at that time, the outstanding balance of the forgivable loan is reduced to \$150,000. At the end of year 3, interest will be calculated on the outstanding balance of \$150,000 (\$10,500). If contractual obligations are met at that time, the outstanding balance of the forgivable loan is reduced to \$100,000. At the end of year 4, interest will be calculated on the outstanding balance of \$100,000 (\$7,000). If contractual obligations are met at that time, the outstanding balance of the forgivable loan is reduced to \$50,000. At the end of year 5, interest will be calculated on the outstanding balance of \$50,000 (\$3,500). If contractual obligations are met at that time, the outstanding balance of the forgivable loan is reduced to \$0.

If at the end of year 5, all contractual obligations are fulfilled, the City will forgive all outstanding accrued interest and release any liens or encumbrances on the title of the property pursuant to the loan to the Developer. If there is a default at any time during the Term of this Agreement that is not remedied, the Developer will be required to pay the outstanding Principal Balance plus any accrued interest within thirty (30) days (see Section 7). **If this repayment is not made, the City may take ownership and possession of the Facility as provided for in this Agreement and the Additional Assurances.**

- (b) **Performance.** City agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other Additional Assurances between the Developer and the City. Initial forgivable loan funding will be within sixty (60) days of the Execution Date of this Agreement.

SECTION 6. EVENTS OF DEFAULT.

Each of the following shall constitute an Event of Default under this Agreement:

- (a) **Breach of Obligations.** Either party breaches any of the terms, obligations, or conditions of this Agreement.
- (b) **False Statements.** Any warranty, representation, or statement made or furnished to the City by or on behalf of the Developer under this Agreement that is false or misleading in any material respect, either now or at the time made or furnished.
- (c) **Insolvency.** Developer's insolvency, appointment of receiver for any part of Developer's property, any assignment for the benefit of creditors of Developer, any type of creditor workout for Developer, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against the Developer.
- (d) **Other Defaults.** Failure of Developer or City to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or failure of Developer or City to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement by and between the City and Developer.

SECTION 7. EFFECT OF AN EVENT OF DEFAULT.

Failure of either party to comply with or perform any term, obligation or condition of this Agreement shall constitute an Event of Default. The non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to begin to cure said default. Should said default remain uncured, the non-defaulting party shall have the right to terminate this Agreement, enforce specific performance as appropriate, or maintain a cause of action for damages caused by the event(s) of default. In the event Developer defaults and is unable or unwilling to cure said default within the prescribed time period, the financial assistance provided by the City to Developer pursuant to Section 5(a) of this Agreement, shall become immediately due and payable by Developer to the City. If at the end of year 5, all contractual obligations are fulfilled, the City will forgive all outstanding accrued interest and release any liens or encumbrances on the title of the property pursuant to the loan to the Developer. If there is a default at any time during the Term of this Agreement that is not remedied, the Developer will be required to pay the outstanding Principal Balance plus any accrued interest within thirty (30) days. Notwithstanding the foregoing, the City Council for the City at its option may waive minor defaults. Minor defaults may include the failure to provide certain receipts, for example.

SECTION 8. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the

parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Dallas County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Dallas County, Texas.
- (c) **Assignment.** This Agreement may not be assigned without the express written consent of the other party.
- (d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. City warrants and represents that the individual executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. Developer warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.
- (e) **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.
- (f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (g) **Enforcement.** The City Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. Developer shall provide to the City Attorney all documents and records that the City Attorney requests to assist in determining Developer's compliance with this Agreement.
- (h) **Force Majeure.** It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.
- (i) **Notices.** All notices required to be given under this Agreement shall be given in writing and shall be effective when actually delivered or when deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the addresses shown above. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, each party agrees to keep the other informed at all times of its current address.

- (j) **Ordinance Applicability.** The signatories hereto shall be subject to all ordinances of the City, whether now existing or in the future arising. This Agreement shall confer no vested rights on the Developer unless specifically enumerated herein.
- (k) **Severability.** In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.
- (l) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.
- (m) **Undocumented Workers.** Developer certifies that the Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of eight percent (8%), not later than the 120th day after the date the City notifies Developer of the violation.
- (n) **Prohibition on Contracts with Prohibited Terrorist Organizations.** In accordance with Section 2252.152 of the Texas Government Code (as added by S.B. 252, 85th Leg., R.S. (2017)), the Parties agree that Developer is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

[The Remainder of this Page Intentionally Left Blank]

DEVELOPER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT, AND THE DEVELOPER AGREES TO ITS TERMS. THIS AGREEMENT IS EFFECTIVE AS OF THE EFFECTIVE DATE AS DEFINED HEREIN.

DEVELOPER:

ELLEN CLARK
a sole proprietor,

By: _____
Date Signed: _____

CITY:

CITY OF LANCASTER, TEXAS,
a Texas home-rule municipality

By: _____
Opal Mauldin-Jones, City Manager
Date Signed: _____

ATTEST:

Sorangel A. Arenas
City Secretary

APPROVED AS TO FORM:

David T. Ritter
City Attorney

PROMISSORY NOTE

Date: _____, 2023

Maker: ELLEN CLARK

Maker's Mailing Address (including county): 108 North Dallas Avenue, Lancaster, Dallas
County, Texas, 75146

Payee: CITY OF LANCASTER, TEXAS, a Texas home-rule municipality

Place for Payment (including county): CITY OF LANCASTER, TEXAS
Attn: City Manager
P.O. Box 940, Lancaster, Dallas County, Texas
or any other place that Payee may designate in writing.

Principal Amount: **Two Hundred Fifty Thousand and no/100 Dollars (\$250,000.00).**

Annual Interest Rate on Unpaid Principal: Interest shall accrue at a rate of seven percent (7%) per annum commencing July 1, 2024, unless and until Maker: (1) defaults beyond any applicable notice and cure period in the payment of this Note or (2) fails to comply with any one or more terms or conditions of the Note beyond any applicable notice and cure period, or defaults beyond any applicable notice and cure period under any one or more of the other Loan Documents. In the event Maker so defaults in the payment of this Note or fails to comply with any provision of any of the Loan Documents beyond any applicable notice and cure period, interest on the unpaid principal shall thereafter (a) accrue at the highest non-usurious rate allowed by law until such default is cured, and (b) be immediately payable in addition to the entire remaining principal amount then owing.

Annual Interest Rate on Matured, Unpaid Amounts: The highest non-usurious rate allowed by law.

Terms of Payment (Principal and interest): This Note is for a ten (10) year loan with payments deferred for twenty-four (24) months, subject to Maker's compliance with each and every term and condition of this Note.

Payments shall be deferred until **July 1, 2025**. Then, principal and interest shall be due and payable in annual installments in the amount shown below, which consists of the \$50,000 annual payment, together with the accrued interest for the previous year:

- July 1, 2025 - \$67,500
- July 1, 2026 - \$64,000
- July 1, 2027 - \$60,500
- July 1, 2028 - \$57,000

- July 1, 2029 - \$53,500

Each shall be deferred for one (1) year and immediately forgiven if BORROWER has complied with each and every term and condition of this Note and all of the other Loan Documents. The final maturity date of the loan is July 1, 2029 ("Maturity Date").

The specific terms of payment of this Note are as follows:

Principal and interest shall be due and payable in five (5) annual installments in the amount of fifty thousand dollars (\$50,000) and the accrued interest from the previous year, as stated above. In the event Developer defaults and is unable or unwilling to cure said default within the prescribed time period, all financial assistance provided by the City to Developer pursuant to Section 5(a) of the Hotel Occupancy Tax Loan Agreement, shall become immediately due and payable by Developer to the City. Notwithstanding the foregoing, the City Council for the City at its sole option may waive minor defaults.

The foregoing terms of payment shall continue throughout the entire term of this Note unless an Event of Default occurs; thereafter, interest on the unpaid principal shall: (a) accrue at the Annual Interest Rate on Matured, Unpaid Amounts, and (b) be immediately payable in addition to the entire outstanding principal amount.

Security for Payment: A Deed of Trust of even date herewith from Maker to Payee, against the real property described as 118 Historic Town Square, Lancaster, Texas 75146, Blk 4, Lots 7,8, & 5' of 9 (more particularly described by metes and bounds on the attached **Exhibit "A,"** and which is hereinafter referred to as the "Land"; Maker's interest in the Land (the "Fee Estate" and the improvements to be located on the Land are collectively referred to as the "Property").

Maker promises to pay to the order of Payee at the place for payment and according to the terms of payment the principal amount plus interest at the rates stated above. All unpaid amounts shall be due by the final scheduled payment date.

If an Event of Default (hereinafter defined) occurs and is continuing, then Payee may declare the unpaid principal balance and earned interest on this Note immediately due. Maker and each surety, endorser, and guarantor waive all demands for payment, presentations for payment, notices of intention to accelerate maturity, notices of acceleration of maturity, protests, and notices of protest, to the extent permitted by law.

If this Note or any of the documents referenced in the "Terms of Payment" section above, or any instrument securing or collateral to it is given to an attorney for collection or enforcement, or if suit is brought for collection or enforcement, or if it is collected or enforced through probate, bankruptcy or other judicial proceeding, then Maker shall pay Payee all costs of collection and enforcement, including attorney's fees and court costs, in addition to other amounts due.

Interest on the debt evidenced by this Note shall not exceed the maximum amount of non-usurious interest that may be contracted for, taken, reserved, charged or received under law; any interest in excess of the maximum amount shall be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess shall be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.

In addition to rights of Payee as contained herein, Payee shall have the further right to accelerate the maturity of this Note and declare any unpaid amount immediately due should any one or more of the following events occur and remain uncured after the expiration of all applicable notice, cure and grace periods provided for in the Loan Documents (each an "Event of Default"):

- (1) Other than the granting of easements, licenses, and leases, items replaced in the ordinary course of business, and/or except as otherwise permitted by the terms of the Loan Documents, Maker fully or partially sells, conveys, disposes of, alienates, hypothecates, assigns, mortgages, pledges, transfers or encumbers all or any part of the Property or any interest therein, the rents therefrom, the income therefrom, or any other item of collateral, whether lawfully or unlawfully or voluntarily or involuntarily without the prior written consent of Payee or as otherwise permitted under the Loan Documents;
- (2) Except as otherwise permitted by the terms of this Agreement and/or any of the other Loan Documents, Maker fully or partially sells, conveys, assigns, mortgages, pledges, transfers or encumbers an interest in Maker (if Maker is not a natural person but a corporation, partnership, trust or other legal entity) including, in the event Maker is a limited or general partnership, a joint venture or a limited liability company, a change in the ownership interests in any general partner, any joint venturer or any member, either voluntarily, involuntarily or otherwise, without the prior written consent of Payee, whether such interest is in the form of a beneficial or partnership interest or in the form of a power of direction, control or management, or otherwise;
- (3) Maker files, or has filed against it, a petition for the appointment of a receiver or for bankruptcy or insolvency, becomes or is adjudicated insolvent or bankrupt or admits in writing the inability to pay debts as they mature, petitions or applies to any tribunal for, or consents to, or does not contest, the appointment of a receiver, trustee, custodian or similar officer for Maker or for a substantial part of the assets of Maker, or commences any case, proceeding or other action under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect;
- (4) The Property or any material part thereof is taken on execution or other process of law in any action against Maker;

- (5) Maker abandons the Property, the improvements or a material portion of either of the foregoing, in which event such abandonment shall constitute an assignment to Payee, at Payee's option, of Maker's interest in any lease or contract then affecting the abandoned portion of the Property;
- (6) Maker defaults as defined herein or in any instrument securing or collateral to this Note, and all applicable notice and grace periods have elapsed without a cure having been made;
- (7) The holder of any lien or security interest on the Property, without implying the consent of Payee to the existence or creation of any such lien or security interest (except as otherwise acknowledged herein or in any of the other Loan Documents), and whether superior or subordinate to the Deed of Trust or this Note, declares a default and such default is not cured within any applicable grace period set forth in the applicable document or institutes foreclosure or other proceedings for the enforcement of its remedies thereunder;
- (8) The Property, the improvements, or any portion of either of the foregoing, is subjected to actual waste or to removal, demolition or alteration so that the value of the Property or the improvements is materially diminished thereby and Payee reasonably determines that it is not adequately protected from any loss, damage or risk associated therewith;
- (9) Any representation or warranty made herein, the Performance/Loan Agreement (defined herein as the Hotel Occupancy Tax Loan Agreement between the City and Developer), the Deed of Trust, such representation or warranty made by Maker, any person authorized by Maker to execute any of the aforesaid documents on behalf of Maker or by any indemnitor under any indemnity executed in connection with the Loan evidenced hereby is determined by Payee to have been false or misleading in any material respect at the time made;
- (11) Maker at any time fails to remain in compliance with each and every term and condition of this Note, the Deed of Trust, and the Performance/Loan Agreement described herein;
- (12) Maker (i) initiates any material changes in the Project (defined as the "Activity, Program, or Event" in the Performance/Loan Agreement) which changes the scope of the Project without Payee's written approval, or (ii) fails to provide to Payee documentation acceptable to Payee of the actual costs incurred in connection with the Project; or
- (13) Maker fails to commence the Project within thirty (30) days of the date hereof or fails to secure a Certificate of Occupancy for the Property consistent with the Project on or before July 1, 2024, subject to delays resulting from *force majeure*.

When the context requires singular nouns and pronouns, include the plural.

MAKER:

ELLEN CLARK,
a Texas sole proprietorship

By: _____

Name: _____

Title: _____

DEED OF TRUST

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date: _____, 2023

Grantor: ELLEN CLARK,
a Texas sole proprietorship

Grantor's Mailing Address (including, county):
108 North Dallas Avenue
Lancaster, Dallas County, Texas, 75146

Trustee: DAVID RITTER

Trustee's Mailing Address (including, county):
Lancaster Brown & Hofmeister, LLP
740 E Campbell Rd Suite 800
Richardson, TX 75081

Beneficiary: CITY OF LANCASTER, TEXAS, a Texas home-rule municipality

Beneficiary's Mailing Address (including county):
City of Lancaster
City Manager
211 N. Henry Street
Lancaster, Dallas County, Texas 75146

Note:

Date: _____, 2023

Amount: Two Hundred Fifty Thousand and No/100 Dollars
(\$250,000.00) (hereinafter referred to as "the Note")

Maker: ELLEN CLARK, a Texas sole proprietorship

Payee: CITY OF LANCASTER, TEXAS, a Texas home-rule
municipality

Final Maturity Date: February 1, 2030

Terms of Payment: As provided in the Note.

Property (including any improvements):

Street Address: The Historic Lancaster Theatre
118 Historic Town Square
Lancaster, Texas 75146Lancaster

Prior Lien(s) (including recording information):

None

Other Exceptions to Conveyance and Warranty:

Easements, rights-of-way, and prescriptive rights, whether of record or not, and all presently recorded instruments, other than liens and conveyances, that affect the Property to include those listed on Exhibit "B" attached hereto and made a part hereof for all purposes.

FOR VALUE RECEIVED AND TO SECURE PAYMENT OF THE NOTE BY ELLEN CLARK (HEREINAFTER REFERRED TO AS "BORROWER") GRANTOR HEREBY IRREVOCABLY GRANTS, BARGAINS, SELLS, CONVEYS, TRANSFERS, AND ASSIGNS THE PROPERTY TO TRUSTEE, TRUSTEE'S SUCCESSORS AND ASSIGNS, IN TRUST, WITH POWER OF SALE. TO HAVE AND TO HOLD the Property, together with the rights, privileges, and appurtenances thereto belonging unto Trustee and Trustee's substitutes or successors, forever, and Grantor hereby binds Grantor and Grantor's successors, and assigns to warrant and forever defend the Property unto Trustee, Trustee's substitutes or successors and assigns, against the claim or claims of all persons claiming or to claim the same or any part thereof through Grantor.

Subject to the permitted exceptions set forth in Exhibit "B" attached hereto and incorporated herein for all purposes, Grantor warrants that it has good and indefeasible Fee Simple Interest to the Property and has full power and lawful authority to grant, bargain, sell, convey, assign, transfer, and mortgage Grantor's interest in the Property in the manner and form hereby done or intended. Grantor will preserve Grantor's interest in and right to the Property and will forever warrant and defend the same to Trustee and Beneficiary against any and all claims and will during the term of the Note, warrant and defend the validity and priority of the lien and security interest created herein against the claims of all persons and parties whomsoever claiming an interest herein through Grantor. Further, the foregoing fee simple interest shall inure to the benefit of and be enforceable by Beneficiary in the event Beneficiary acquires title to the Property pursuant to any foreclosure. If Grantor performs all the covenants and pays the Note according to its terms, this Deed of Trust (hereinafter referred to as the "Deed of Trust") shall have no further effect, and Beneficiary shall release it at Grantor's expense.

GRANTOR'S OBLIGATIONS

Grantor agrees to:

1. keep the Property in good repair and condition and in a safe, sanitary, and decent condition, in compliance with the City of Lancaster Building and Housing Codes throughout the term of the Note wherein the City of Lancaster ("City") is designated Payee;
2. Reserved;
3. pay all taxes and assessments on the Property before becoming delinquent and provide on an annual basis to Beneficiary proof of such payment. Grantor shall have the right to contest any tax or assessment, and Grantor shall, as reasonably required by Grantee, deposit such additional security as necessary;
4. pay when due all claims and demands of mechanics, materialmen, laborers, and others for any and all work performed or materials delivered for the Property. Grantor shall have the right to contest any lien or claim, and Grantor shall, as reasonably required by Grantee, deposit such additional security as necessary;
5. unless otherwise agreed to by the Beneficiary, preserve the lien's priority as it is established in this Deed of Trust;
6. deliver to Beneficiary, within ten (10) business days from the date of execution hereof, a Mortgagee's Title policy, issued by a title company authorized to do business in the State of Texas, on the form promulgated by the Texas State Board of Insurance, wherein the title to the Property is insured to be as indicated in the corresponding Commitment for Title Insurance required to be submitted by Grantor;
7. maintain, at Grantor's sole expense, in a form reasonably acceptable to Beneficiary, an insurance policy that is in strict accordance with the insurance requirements set forth in Exhibit "C" attached hereto and made a part hereof for all purposes;
8. provide evidence to Beneficiary that all insurance required herein has been paid current as of the date of such evidence being furnished to Beneficiary;
9. keep any buildings occupied as required by the insurance policy;
10. give Beneficiary prompt, written notice of the occurrence of any significant casualty affecting, or the institution of any proceedings for eminent domain, or for the condemnation of, the Property, or any significant portion thereof;
11. Assign to Beneficiary all insurance proceeds on the Property, and all causes of action, claims, compensation, awards or recoveries for any damage, condemnation or taking of all or any significant part of the Property or for any significant damage or significant injury to it or for any significant loss or significant diminution in value of the Property;
12. permit Beneficiary to inspect, at all times deemed reasonably appropriate by Beneficiary, the Property to determine if it is being maintained in accordance with local Uniform Building Code and property maintenance and upkeep standards;
13. ensure the performance of all obligations and the compliance at all times with each and every term and condition of this Deed of Trust;

14. ensure that Borrower performs all obligations and complies at all times with each and every term and condition of that certain "Promissory Note" (the "Note") this date executed by Maker in favor of Beneficiary;
15. ensure that Borrower performs all obligations and complies at all times with each and every term and condition of that certain "Performance and Loan Agreement" (the "Performance Agreement") this date executed by Grantor and Borrower;
16. remain liable for the following and for any loss, cost, expense, liability, obligation, claim, action or proceeding which may ever be suffered, incurred or asserted against Beneficiary on account of any of the following:
 - a. the commission of any fraud, or the material adverse breach of any representation or warranty contained in the Loan Documents or any document or instrument submitted in connection with the Note hereby secured by Grantor and such fraud or breach is not remedied within thirty (30) calendar days after Grantor receives notice thereof from Beneficiary;
 - b. any default by Grantor in Grantor's respective obligations under any of the Loan Documents, to pay all taxes, assessments, and other charges imposed or assessed against the Property before becoming delinquent or any personalty used in connection with the operation of the Property, or to keep the Property and all such personalty insured as required by the Loan Documents pertaining hereto;
 - c. except for normal wear and tear, any waste of the Property or any damage to the Property caused by any negligent or willful violation of any covenant or agreement contained in any of the Loan Documents pertaining hereto regarding the maintenance, repair, and restoration of the Property or any damage to or deterioration in the Property caused by any negligent or willful act or omission of Grantor or the employees, agents, other representatives or contractors of Grantor; provided, however, Grantor shall be permitted a reasonable time to cure after receipt of notice from the Beneficiary;
 - d. the taking or allowing the taking of any action that may invalidate or diminish any insurance carried on the Property, unless replacement insurance is provided;
 - e. the failure of Grantor to pay any indebtedness or obligation that does result in the filing or creation of a mechanic's, materialman's or judgment lien or other lien against the Property or any part thereof;
 - f. the failure of Grantor to properly apply or ensure the application of, in accordance with the Loan Documents, all insurance proceeds and condemnation rewards received by Grantor with respect to the Property;
 - g. the knowing failure of Grantor to return or deliver to Beneficiary any of Grantor's tangible personal property (including leases, books, records, and files relating to the leasing, operation, and maintenance of the Property) taken from the Property or kept elsewhere by Grantor following any foreclosure of the Property;
 - h. the failure of Grantor to comply with any applicable governmental statutory or other legal requirements or to ensure such compliance in connection with the Project after being aware of it or to correct any material defects in construction of the Property of which Grantor has actual knowledge and after a reasonable time to correct such defect;

- i. Reserved;
- j. any and all of Beneficiary's costs, expenses, damages or liabilities, whether incurred by Beneficiary prior to or following foreclosure of this Deed of Trust, and whether Beneficiary shall be in the status of a lienholder or an owner of the Property following foreclosure (directly or indirectly) arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal or presence on, under, or about the Property of any hazardous substance;
- k. all reasonable attorneys' fees and other reasonable costs incurred by Beneficiary in order to recover from Grantor or any guarantor any of the amounts for which Grantor remains liable as provided herein;
- l. all reasonable attorneys' fees and other costs incurred by Beneficiary in the event any one or all of the following occur: (i) Grantor defaults, as applicable, under any of the Loan Documents (ii) Beneficiary accelerates the maturity of the Note, in accordance with its terms, secured hereby and properly commences judicial or non-judicial foreclosure proceedings, and (iii) either before or after the foreclosure sale, Grantor institutes litigation or files a petition or claim in any judicial or administrative proceeding, including without limitation any bankruptcy or similar proceeding or any action seeking any injunctive relief against Beneficiary or Trustee, which contests Beneficiary's right of foreclosure or the legality of any of the Loan Documents; and
- m. it being understood that the liability provisions contained in this paragraph are binding upon Grantor and Grantor's successors and assigns and shall inure to the benefit of Beneficiary and any subsequent holder of the Note.

GRANTOR'S REPRESENTATIONS AND WARRANTIES

Grantor, on behalf of Grantor and Grantor's successors and assigns, hereby represents, warrants, and covenants the following as of the date hereof:

- 1. No bankruptcy or insolvency proceedings are pending or contemplated by or to Grantor's knowledge against Grantor;
- 2. All reports, certificates, affidavits, statements, and other data furnished by Grantor to Beneficiary in connection with the loan evidenced by the Note secured hereby are true and correct and will continue to be true and correct throughout the term of the Note or, if not so continuing to be true and correct, upon Grantor's knowledge will promptly be made true and correct by Grantor, and Grantor has not omitted to state any fact or circumstance necessary to make the statements contained therein not misleading;
- 3. The execution, delivery, and performance of the Loan Documents have been duly authorized by all necessary action to be binding and enforceable against Grantor in accordance with the respective terms thereof and to Grantor's knowledge do not contravene, result in a breach of or constitute a default under any contract or agreement of any nature to which Grantor is a party or by which Grantor or any of Grantor's properties may be bound and to Grantor's knowledge do not violate or contravene any law, order, decree, rule or regulation to which Grantor is subject;

4. To the best of Grantor's knowledge, the Property and the intended use thereof by Grantor complies with all applicable restrictive covenants, zoning ordinances, subdivision and building codes, flood disaster laws, applicable health and environmental laws, and regulations and all other ordinances, orders or requirements issued by any state, federal or municipal authorities having or claiming jurisdiction over the Property;
5. To the best of Grantor's knowledge, all utility services necessary and sufficient for the full use, occupancy, operation, and disposition of the Property for its intended purposes are or will be available upon completion of the Project, including water, storm sewer, sanitary sewer, gas, electric, cable, and telephone facilities;
6. To the best of Grantor's actual or constructive knowledge, all adjacent streets, roads, highways, bridges and waterways necessary for access to and full use, occupancy, operation, and disposition of the Property have been or will be completed upon completion of the Project, have been dedicated to the appropriate governmental authority, and are or will be open and available upon completion of the Project, to the Property without further condition or known cost to Grantor;
7. To the best of Grantor's knowledge, there are no judicial or administrative actions, suits or proceedings pending or threatened against or affecting Grantor or the Property which, if adversely determined, would materially impair either the Property or Grantor's ability to perform the covenants or obligations required to be performed under this Deed of Trust or any of the Loan Documents pertaining hereto;
8. As of the date of this Deed of Trust due as except as disclosed, the Property is free from any lien for water charges, sewer rents, taxes, and assessments;
9. As of the date of this Deed of Trust, the Property is free from unrepaired damage caused by fire or other casualty; and
10. As of the date of this Deed of Trust, no part of the Property has been taken in condemnation, eminent domain or like proceeding nor, to the best of Grantor's actual or constructive knowledge, is any such proceeding pending.

BENEFICIARY'S RIGHTS

1. Beneficiary may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of Trustee;
2. Reserved; Any proceeds payable under the insurance policy required to be obtained by this Deed of Trust or any of the Loan Documents shall be payable to Beneficiary. Beneficiary may apply such proceeds it receives either to reduce the amount of the Note secured hereby or to repair or replace damaged or destroyed improvements covered by the policy;
4. If Grantor fails to perform any of Grantor's obligations, after notice to Grantor and a thirty (30) calendar day cure period, or longer period of time provided that such failure cannot be reasonably cured within such thirty (30) days, provided Grantor has started to cure failure within said thirty (30) days, Beneficiary may, at its option, perform such obligations and be reimbursed by Grantor on demand at the place where the Note secured hereby is payable for any sums so paid, including reasonable attorney's fees, plus interest on those sums from the dates of

- payment at the rate stated in the Note for matured, unpaid amounts. The sum to be reimbursed shall be secured by this Deed of Trust;
5. If Grantor defaults, fails to perform any of Grantor's respective obligations, or fails to comply with any term or condition of the Loan Documents and the default continues after Beneficiary gives Grantor notice of the default and a thirty (30) calendar day cure period and, as may be required by law or by written agreement, then Beneficiary may:
- a. accelerate the maturity of the Note hereby secured and declare the entire unpaid principal balance and applicable interest on the Note immediately due without the necessity of any further action on the part of Beneficiary, and Grantor expressly waives any requirement of notice of intent to accelerate, or of notice of such acceleration of, the maturity of the Note hereby secured;
 - b. request Trustee to foreclose this lien, in which case Beneficiary or Beneficiary's agent shall give notice of the foreclosure sale as provided by the Texas Property Code as then amended.
6. In addition to the rights of Beneficiary contained herein, Beneficiary shall have the further right to accelerate the maturity of the Note hereby secured and declare the entire unpaid principal balance and all applicable interest immediately due should any one or more of the following occur:
- a. Grantor fully or partially sells, conveys, disposes of, alienates, hypothecates, assigns, mortgages, pledges, transfers, except for transfers for the benefit of the Property or its tenants, or encumbers all or any part of the Property or any interest therein, the income therefrom, or any other items of collateral, whether voluntarily, without the prior written consent of Beneficiary, subject to (i) the permitted encumbrances set forth in Exhibit "B" attached hereto and incorporated herein for all purposes and (ii) utility and telecommunication easements;
 - b. Grantor fully or partially sells, conveys, assigns, mortgages, pledges, transfers or encumbers a respective interest in Grantor (if Grantor is not a natural person or persons but a corporation, partnership, trust or other legal entity), including, in the event Grantor is a limited or general partnership, a joint venture or a limited liability company, a change in the ownership interests in any general partner, any joint venturer or any member either voluntarily, involuntarily or otherwise, whether such interest is in the form of a beneficial or partnership interest or in the form of a power of direction, control or management, or otherwise, without the prior written consent of Beneficiary;
 - c. Reserved;
 - d. Grantor: (1) files or has filed against it, a petition for the appointment of a receiver or for bankruptcy or insolvency, (2) becomes or is adjudicated insolvent or bankrupt or admits in writing the inability to pay debts in general as they mature, (3) petitions or applies to any tribunal for, or consents to, or does not contest, the appointment of a receiver, trustee, custodian or similar officer for Grantor or Borrower or for any principal or general partner of Grantor or Borrower or for a substantial part of the assets of Grantor or Borrower, or (4) commences any case, proceeding or

other action under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect;

- e. The Property or any material part thereof is taken on execution or other process of law in any action against Grantor;
- f. Grantor abandons the Property or a significant portion thereof, in which event such abandonment shall constitute an assignment to Beneficiary, at Beneficiary's option, of Grantor's interest in any lease or contract then affecting the abandoned Property;
- g. Grantor defaults or fails to timely comply with any one or more terms or conditions of the Loan Documents, after notice to Grantor and a thirty (30) calendar day cure period;
- h. The holder of any lien or security interest on the Property, without implying the consent of Beneficiary to the existence or creation of any such lien or security interest, and whether superior or subordinate to this Deed of Trust or the Note secured hereby, declares a default and such default is not cured within any applicable grace period set forth in the applicable document and institutes foreclosure or other proceedings for the enforcement of its remedies thereunder; The Property, or any significant portion thereof, is subjected to actual continued waste or to removal, demolition or alteration so that the value of the Property is diminished thereby and Beneficiary reasonably determines that it is not adequately protected from any loss, damage or risk associated therewith and the same is not remedied following thirty (30) calendar days notice from Beneficiary to Grantor; Any representation or warranty made in the Loan Documents, such representation or warranty made by Grantor in connection with the loan secured hereby, determined by Beneficiary to have been false or misleading in any material adverse respect at the time made and the same is not remedied following thirty (30) calendar days notice from Beneficiary to Grantor;
- k. Reserved;
- l. Reserved;
- m. Grantor or Borrower fails to timely submit all of the documentation required in the Loan Documents and the same is not remedied following thirty (30) business days notice from Beneficiary to Grantor or such longer than as permitted under the Loan Documents or;
- n. If Beneficiary reasonably determines that the likelihood of payment of Borrower's indebtedness evidenced by the Note or the performance of any of Grantor's or Borrower's obligations hereunder or under any of the Loan Documents is actually or substantially threatened by reason of a material adverse change in the financial condition or credit standing of Grantor, or any guarantor of the Loan or, if Grantor, or any such guarantor is a partnership, joint venture, trust or other type of business association, of any of the parties comprising Grantor, or any such guarantor and the same is not remedied following thirty (30) calendar days notice from Beneficiary to Grantor.

Upon the happening and continuance of any of the foregoing Events of Default, all obligations, if any, of Beneficiary hereunder, including, without limitation, any obligation to advance funds hereunder or under any of the other Loan Documents, shall immediately cease and terminate, until and unless such default is cured within the time permitted in the Loan Documents.

Notwithstanding anything to the contrary herein contained or inferable from any provisions hereof, upon the happening of an Event of Default under the Loan Documents, after notice to Grantor and a thirty (30) calendar day cure period, the unpaid principal and applicable accrued interest on the Note shall immediately become due and payable in full, without the necessity of any further action of the part of Beneficiary, and Grantor expressly waives any requirement of notice of intent to accelerate, or of notice of such acceleration of, the maturity of the indebtedness evidenced by the Note.

A default hereunder which has not been cured within any applicable grace period shall be a default under each of the other Loan Documents.

TRUSTEE'S DUTIES

If requested by Beneficiary to foreclose this lien during the existence of an Event of Default beyond any applicable notice and cure periods, Trustee shall:

1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then amended;
2. sell and convey all or part of the Property to the highest bidder for cash with a general warranty binding Grantor; and
3. from the proceeds of the sale, pay, in this order:
 - a. expenses of foreclosure, including a commission to Trustee of three percent (3%) of the bid;
 - b. to Beneficiary, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
 - c. any amounts required by law to be paid before payment to Grantor; and
 - d. to Grantor, any balance.

GENERAL PROVISIONS

1. If any of the Property is sold under this Deed of Trust, Grantor shall immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor shall become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.
2. Recitals in any Trustee's deed conveying the Property will be presumed to be true in all material respects.
3. Proceeding under this Deed of Trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.
4. This lien shall remain superior to liens later created even if the time of payment of all or part of the Note secured hereby is extended or part of the Property is released.
5. If any portion of the Note secured hereby cannot be lawfully secured by this Deed of Trust, payment shall be applied first to discharge that portion.
6. Grantor assigns to Beneficiary all sums payable to or received by Grantor from condemnation of all or significant part of the Property, from private sale in lieu of condemnation of all or significant part of the Property, and from damages caused by public works or construction on or near the Property. Should such an event occur, said sums shall be payable to Beneficiary. After deducting any expenses incurred by Beneficiary, including attorney's fees, Beneficiary may release any remaining sums to Grantor or apply such sums to reduce the Note. Beneficiary shall not be liable for failure to collect or to exercise diligence in collecting any such sums.
7. Grantor assigns to Beneficiary absolutely, not only as collateral, all present and future income and receipts from the Property. Grantor warrants the validity and enforceability of the assignment. Grantor may as Beneficiary's licensee collect income and receipts as long as Grantor (a) is not in Event of Default, beyond all applicable notice and cure periods, and (b) complies with each and every term and provision of the Loan Documents. Grantor will apply all income and receipts to payment of the Note secured hereby and performance of the Loan Documents, after notice to Grantor and a thirty (30) calendar day cure period; but if the income and receipts exceed the amount due under the Note secured hereby, Grantor may retain the excess. If Grantor becomes voluntarily or involuntarily bankrupt, Beneficiary's filing a proof of claim in bankruptcy will be tantamount to the appointment of a receiver under Texas law.
8. If Grantor is in an Event of Default hereunder, beyond all applicable notice and cure periods, interest on the debt secured by this Deed of Trust shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged or received under Texas law; any interest in excess of that maximum amount shall be credited on the principal of the debt or refunded. Upon any acceleration during the existence of an Event of Default beyond any applicable notice and cure periods or required or permitted prepayment, any such excess shall be canceled automatically as of the date of acceleration or prepayment or credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.

9. Grantor shall at all times comply with and ensure that the Property and the Project comply with all federal, state, and local statutes, ordinances, regulations, and other governmental or quasi-governmental requirements and private covenants now or hereafter relating to the ownership, construction, rehabilitation, use or operation of the Property, including, but not limited to, those concerning employment and compensation of persons engaged in operation and maintenance of the Property and any environmental, disabled person access or ecological requirements, even if such compliance shall require structural changes to the Property. Grantor shall not use or occupy, or allow the use or occupancy of, the Property in any manner which violates any applicable federal, state or local law, rule, regulation or order or which constitutes a public or private nuisance or which makes void, voidable or cancelable, or increases the premium of, any insurance then in force with respect thereto.
10. When the context requires, singular nouns, and pronouns include the plural.
11. The term "Note" includes all sums secured by this Deed of Trust.
12. This Deed of Trust shall bind, inure to the benefit of, and be exercised by successors in interest of all parties.
13. Grantor represents that this Deed of Trust and the Note secured hereby are given for the following purpose: to fund the eligible costs associated with the development and construction of The Historic Lancaster Theatre to create and retain jobs pursuant to Section 501.101 of the Texas Local Government Code (said purpose referred to herein as the "Project").
14. Beneficiary may remedy any Event of Default without waiving it.
15. Beneficiary may waive any Event of Default without waiving prior or subsequent defaults.
16. The term "days" when used herein shall mean calendar days. The term "business day" when used herein shall mean that part of any given day from Monday through Friday excluding those scheduled holidays officially adopted and approved by the Lancaster City Council for its employees.
17. Reserved.
18. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of the same in person to the intended addressee, or by depositing the same with Federal Express or another national reputable private courier service for next business day delivery to the intended addressee at its address set forth below or at such other address as may be designated by such party as herein provided, or by depositing the same in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the intended addressee at its address set forth below signature requested at delivery or at such other address as may be designated by such party as herein provided. All notices, demands, and requests shall be effective upon such personal delivery, or one (1) business day after being deposited with the private nationally recognized courier service, or five (5) business days after being deposited in the United States mail as required above. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given as herein required shall be deemed to be receipt of the notice, demand or request sent. Service of any notice required by Texas Property Code Section 51.002, as the same may be amended, shall be

effective when the requirements to that statute are met. The following are the addresses of City and Grantor for all purposes in connection herewith:

BENEFICIARY:

City of Lancaster, Texas
Attn: City Manager
211 N. Henry Street Lancaster, Texas 75146

With a copy to:

David T. Ritter, Esq.
Brown & Hofmeister, LLP
740 E Campbell Rd Suite 800
Richardson, TX 75081

BORROWER:

Ellen Clark
108 North Dallas Avenue
Lancaster, Texas, 75146

By giving to the other party hereto at least thirty (30) days' prior, written notice thereof in accordance with the provisions hereof, the parties hereto shall have the right from time to time to change their respective addresses and each shall have the right to specify as its address any other address.

GRANTOR:

ELLEN CLARK,
a Texas sole proprietorship

ATTACHMENTS:

Exhibit "A" – Legal Description
Exhibit "B" – Exceptions
Exhibit "C" – Insurance Requirements

(ACKNOWLEDGMENT)

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

 This Instrument was acknowledged before me on this ____ day of _____, 2023 by Ellen Clark, a Texas sole proprietorship.

NOTARY PUBLIC IN AND
FOR THE STATE OF TEXAS

AFTER RECORDING, RETURN TO:

Brown & Hofmeister, LLP
Attn: David T. Ritter, Esq.
740 E Campbell Rd Suite 800
Richardson, TX 75081

The Historic Lancaster Theatre



Funding Request

January 2023

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Provide the City of Lancaster with The Historic Lancaster Theatre

A Diverse Venue Hall

A Multipurpose State The Art Live Event Facility

Overview:

- **Live Music:** Local Dallas/Fort Worth Talent, and Statewide Talent. A Destination for a wide variety of Music. Open to traveling shows. We will bring new visitors to The City of Lancaster.
- **Live Plays:** Our own Theatre produced plays, plus local productions, local organizations, and possibly parenting with the Lancaster ISD on projects.
 - The Theatre partners have produced several plays
 - * our latest Ghost Party is now playing at Broadway On Demand
 - Our plans include producing & filming plays live with a seated live audience of approx. 150 people *

* for a current example of this please go to BroadwayOnDemand.com Search "Ghost Party". This is a current play produced by Ken Arkwell & Brad Keller and highlights the Live Play & Film blending.
- **The Theatre Staged Events:**

We will organize events to bring in people to Lancaster from all over the MetroPlex:

 - Themed Seasonal Events: Christmas, Halloween
 - Fall Street "Square Dancing" Party

- Ideas For Monthly/BiMonthly Regular Events:
 - Every 2 months a First Saturday Texas Music Night
 - Every 2 months Tejano Night
 - Every Two Months Children's Cartoon Saturday Afternoon.
 - Children's Book and Play nights: Chris Peirson has written and published books for children that include a projected visual and/or live play being acted out on the stage while the book is being read out loud.
 - African Dance Night
 - Easter Dog Costume Parade.
 - Coordinate with Animal Shelter to adopt
 - Dogs parade across the stage
- **Appreciation Nights:** Some ideas are:
 - A Kevin Hawkens Night. Inviting teachers and students from the LISD. With Dinner and Music.
 - A Janie Fricke Night. With Dinner and Music.
- **Private Events:** Party spaces where you can include staged live entertainment are very rare. This will make us very desirable. We are extremely flexible and can accommodate any type of party or event. From Birthdays to Weddings, from Speaker Events to Business Holiday parties.

-Art Exhibits/Installations: Installations by known artists. A weekend event promoted to the art connoisseurs of DFW. Live music, wine and passed hors d'oeuvres during the openings. Partnership with other businesses:

An Art and Wine weekend

- Partner with: New Wine Tasting Bar.

African-American Art weekend

Art and History of the bicycle- Partner: John's Bikes.

Partnership with the Lancaster ISD

- Lancaster ISD Art Weekend Student artwork from all the schools.

- **Premiere Film Venue:**

- To be used by Film producers in the DFW area to showcase their finished films: Features or Shorts. Premiere nights for cast and crews can reach 75-150 people. There is no venue in the DFW area allowing this kind of access to a theater to the film production community.
- Used by local students & amateurs to showcase produced videos.

- **Commercial Production Set Stage:** TV Commercial productions only require a stage for 24/48 hours. Productions set and shot quickly and will pay a premium for use of this large flexible stage and space.

- **Security: ALL Events** will have security attached. Security can be provided by a Lancaster local company: BOCP is newly located on the square.

When Completed The Historic Lancaster Theatre Will Provide:

- 30'x60' Stage
- 40' High Ceiling
- State of the Art Sound System
- The latest in Theater Lighting
- State of the Art Video Projection
- Lobby decorated with Texas Musician History (see marketing below)
- UpScale Catering Kitchen
- Flexible Seating for 250

Current Ownership History and Theater's Current Condition.

Brad Keller, Ken Arkwell, and Chris Peirson (please see the bios of each attached) purchased the abandoned movie theater with the intent of renovating and researching what the best match would be for the theater in this community: possibly a playhouse or movie theater.

The theater had been sitting since the tornado of 1994. The only repairs after the tornado was the roof was replaced and the 400 chairs were stacked up under the balcony, covered with plastic and then left there. The theater had electric panels that dated back to the 60's, a heating system that was covered in black mold from years of sitting after getting wet from the leaky roof, and handyman repairs to everything else.

Major renovations, requiring an *unexpected* complete “**down to the 4 walls**” demolition, had to be completed. (photos are in the appendix)

First asbestos removal had to be completed. The theater is now certified by the State of Texas to be asbestos free.

All electrical, all plumbing, and the rotted stage had to be 100% removed. There was no working HVAC. Huge heating ducts and massive blowers from the 60's had to be removed.

Demolition of burnt out 2nd and 3rd floor rooms in the corners of the stage had to be removed.

A new up to date power supply was brought in from Oncor. The theater now has a modern top shelf electric system providing 110/220 throughout the theater. The new electrical is designed to handle anything needed for an entertainment venue.

The roof was repaired and strengthened. New HVAC was installed on the roof. Providing the theater with a modern state of the art HVAC system.

The plumbing was 100% replaced inside and outside all the way to the underground connection at the sewer system under Dallas Avenue.

The stage was enlarged and constructed to provide a new solid support system for staging events.

The upstairs was designed and basic framing was completed but the finishout has never been completed.

All construction was inspected by both Lancaster Code and Lancaster Fire and a COO was issued.

After researching the demographics of Lancaster it was determined that this had to be A Destination that would draw from the DFW area. A movie theater would not have that kind of draw. But Puzzle Rooms (Escape Rooms) are a big draw of people.

Using just the finished out downstairs area the theater was transformed into a Christmas themed Puzzle Room Customers had to find their way to the North Pole to save Christmas. More details are in the appendix. This Christmas puzzle room was a big hit for that season so we transformed into another themed puzzle room.

These past several years the theater has been used to create two more themed puzzle rooms. These rooms were designed to showcase the sophistication of the puzzles and sell this technology to other puzzle room creators. While these puzzle rooms were open to the public their main function was to showcase the technology of the puzzles. Owners from large puzzle room companies came and purchased the technology.

Currently the theater is empty waiting for its final 100% finishout. The theater needs the upstairs finished out, a state of the art lighting and audio purchased and installed and several other items shown.

Planned Overall Improvements

- **Lighting and Controls: \$15,000**
State of the Art computer controlled system
- **Audio System: \$15,000**
Computer controlled system
- **Screen and High End Video Projection: \$16,000**
15'x20' drop screen on stage
- **Stage Improvements: \$3,000**
Open to Corporate Sponsorship Name
- **Drapes: Back of Stage/Green Room/Balcony \$18,000**
- **Widen the stage left door to accommodate equipment plus concrete walkway easement: \$4,000**
- **Top of the line folding Theater Chairs & Tables: \$45,000**
- **Paint and Update Lobby: \$4,000**
- **Update Concession Area: \$3,000**
- **Repair Lighted Signage on Dallas Avenue: \$4,000**
- **Insulate the back stage wall: \$5,000**
 - Need to block road sounds
 - Plus the sun blasts that wall with heat afternoon

Upstairs, Balcony & Kitchen Improvements

Finish Out Bathrooms: \$14,000

Each bathroom will have a steam decor. Metal pipes, large steam ship wheels for faucets, and large mirrors and metal walls.

Finish out the hallway & landing above stairs: \$4,000

Drywall and wood railing on stairs and landing.

Kitchen: \$36,000

Includes all plumbing to code, stoves, pizza ovens, refrigerators, freezers, tables and utensils, etc.

The kitchen will be able to offer a wide variety menu specialized to each event. Including Chef Ken's most popular Napoliana Pizza.

If funded we have our **First Confirmed Booking:**

Our first booking will be: The Jane Austin Club's **Monthly** high tea. Approximately 30 ladies for high tea each and every month.

Production Office: \$4,000

- Finish out production office

Operational Expenses: \$30,000

When completed The Historic Lancaster Theatre will provide 3 permanent jobs and approximately 3 part-time jobs.

Marketing: \$30,000

DFW News Media, DFW Local Print Media, and All Social Media platforms.

Total Funding Needed: \$250,000

Marketing:

Using DFW News Media, DFW Local Print Media, and All Social Media platforms we will be marketing the theater to the full DFW area as a unique venue

- Flexible Space: The most Flexible In DFW. The Theater can easily transform
 - from Live Music space
 - to a fully built out live play
 - and then transform into a complete open art space.
 - State Of The Art Equipment: Important to Producers
 - All new 2022/2023
 - Professional Lighting and Controls
 - Professional Sound and Controls
 - Video Projection and Screen
 - Market the Theater rental for use by people throughout DFW. We are extremely flexible and can accommodate any type of party or event. From Birthdays to Weddings, from Speaker Events to Business Holiday parties.
 - Market the Theater rental to all DFW: "Come to the City of Lancaster and put on your play/music/event.
 - Market to Film production companies as the premier place to premiere their film.
 - Destination Lancaster - Lancaster Is THE Destination now with a State of the Arts 5,000+sq/ft Theater.
 - Lighted Signage on Dallas Avenue
 - Extremely visible on Dallas Avenue
 - Has not been lit in over 30 years
 - ***Local DFW TV and Media here on Opening Day***
 - After 35+ years in the media business in Dallas all partners know plenty of media persons in Dallas.
 - From reporters at Dallas Observer to reporters at Channel 8
 - From Kessler Theater talent booking to CultureMap.com
-and to the following 3 people:**

Lori Twichell, Beyond The Buzz Marketing

Lori is a well established marketing professional in Texas and has worked with Brad Keller and Ken Arkwell for years promoting films and events.

For years Lori has been marketing projects from radio to television to theatrical, and streaming with her company: Beyond the Buzz Marketing. Her business model is simple. It's based on unique, fresh ideas that aren't limited by anything more than the Imagination.

Social media, traditional print, radio, or television campaigns, and big splashy events that will let people know who you are and what you do: All of these are her specialty after decades in the business. www.beyondthebuzzmarketing.com

Music Partnership

Texas Musicians Museum

Tom and Marianne Kreason

Partner with Tom and Marianne to promote us as THE new music venue for Texas musicians to play.

- Decorate the lobby with Historic Texas Musicians items. Tom and Marianne have been collecting for a lifetime. Their treasures are extensive and cover a wide variety of music genres. They have decorated many Texas spaces including the new Longhorn Ballroom
- First Saturday of each month will be TMM night. Tom and Marianne will book and promote a night of Texas Musicians. We will provide Lancaster based food trucks on the square for the attendees.
- Tom and Marianne are well known figures in the music business in Texas. They will promote the theater to the music community in Texas.

If funded, here is an example of our
Month Long Grand Opening Celebration

Four Weekends of Entertainment

First Weekend: Friday:

-Live Named Texas Band(per TK & Marianne)

Saturday:

-35 cent Movie Night with 15 cent popcorn
1960's fun movie night

Second Weekend: Friday:

- Tejano Music

Saturday:

-African Dance troupe

Third Weekend: Friday & Saturday:

-Art Exhibit: Blake Waymire Retrospect
Blake Waymire tragically passed by suicide in 2016. Blake Waymire was a very well known artist in the DFW area. There has never been a full presentation of his work. This one art exhibit will bring 100's of new people to Lancaster.

Fourth Weekend: Friday:

- Perhaps a Kevin Hawkins Appreciation night with performances by LISD High School

Saturday:

-Children's Book reading with projected visuals and/or live images behind the reader.

*When Completed
The Historic Lancaster Theatre
will be a venue like no other*



***A Treasure For The City of Lancaster
Making
The City of Lancaster***

***The Destination with a
Diverse Entertainment Venue***

Biographies

Ken Arkwell

<https://www.imdb.com/name/nm2767975/>

Ken Arkwell has been an Independent Producer of Films, Commercials, Video Productions, and Events for over 40 years.

Based in Dallas, Texas, he has produced a wide range of multi-million dollar projects for clients worldwide. His clients range from high tech companies to direct sales companies, from top film & video production companies to the Fortune 500. These projects fill the spectrum:

- from film productions with a crew of 100's and a 25 week shooting schedule in multiple worldwide locations
- to "can you get us a 3 man crew and shoot in New York City tomorrow"
- from \$10,000 "can you please help us on this one" commercials
- to \$5 million film or event productions

Mr. Arkwell's Film Credits include: "Secondhand Lions": Locations PCB, "Jack's Hit": Producer, "A Horse Tail": Producer/Art Direction, "Bad Kids of Crestview Academy": Location Manager, "The Chosen TV Series": Location Manager, "Assassins 33AD": Location Manager, "Ghost Party": Producer, "Don't Tell Larry": Location Manager, "Charlie's Horse": Locations Manager. Mr. Arkwell produced many award winning video and film productions for Sterling Software and other Sam Wyly companies.

As an *Independent Creative Consultant* to Sterling Software and Sam Wyly, Mr. Arkwell was the Executive Producer of multimillion-dollar incentive and business meetings, conventions and events. Mr. Arkwell planned and supervised events that ranged in size:

- from "top luxury class" reward trips for 50 or less
- to week-long events for over 5,000 participants.

Mr. Arkwell was the Executive Producer responsible for all aspects of the events: location/venue selection, planning/budgeting, air and land supervision, and event publicity, as well as producing the award winning film/media support used at the conventions.

Mr. Arkwell's experience is international. Mr. Arkwell has produced shoots in Sydney, London, Paris, Milan, Rome, Oslo, Frankfurt, Tokyo, Nairobi, and even Timbuktu.

Mr. Arkwell has owned businesses from a retail store in Hawaii, to a nightclub in Oak Cliff. As Chef Ken he owned The Theatre Cafe on The Historic Town Square - which he reluctantly sold when offered a cash deal he could not refuse.

Brad Keller

<https://www.imdb.com/name/nm0445588/>

Brad Keller has been in the entertainment business for over 30 years. He is a Producer and Director of over 18 Films and 2 Television Shows.

For 6 years Mr. Keller produced the VIP events for American Airlines Skyball.

Skyball is an American Airline charity event to raise money for wounded warriors programs. The event brings in over 4,000 people, vintage military planes, and hardware. There is a 2 night extravaganza of top entertainers like Pitbull and 4 course dinner prepared by top named chefs.

Mr Keller designed and produced the VIP side event.

Over the years this has included building

- a 90' x 40' aircraft carrier with a 3 story superstructure with a Vintage Corsair placed on the landing deck
- A complete replication of the Boston pub where the idea of a Marine Corp first came about
- A authentic duplication of a Vietnam Army Base, including bamboo huts and a stage for Ann Margoet to entertain the troops

A Sample 100% Do-Able Star Special Event

An Evening with Kevin Kaska

Kevin Kaska is a Composer and Conductor. He has composed music for over 7 Feature Films and orchestrated over 60 Feature Films. His Film Credits include: Battleship, Man of Steel, RoboCop, Surrogates, The Lion King, Public Enemies, Dora and the Lost City of Gold, Sherlock Holmes: A Game of Shadows, and even The Oscars.

The plan would be to invite him to Lancaster for a tribute.

The Evening would be:

- Passed gourmet Food and Wine
- All while the Orchestra from the school of International Leadership of Texas (on Pleasant Run Road, Lancaster, Texas) plays tracks from his films.
- Everyone sits for a showing of one of his movies

250 Invited Guests would be:

- DFW based Filmmakers (Dallas filmmakers would love to spend an evening with Kevin)
 - @ \$40pp
- The Mayor and City Manager of Lancaster
 - @ No Cost
- The City Council Of Lancaster
 - @ No Cost

How Can We Make this happen:

- Kevin just Composed and Conducted music for a film that Ken Arkwell and Brad Keller Produced (Ghost Party)
- Brad Keller's Wife (Kerri) is a cellist and Teacher at the International Leadership of Texas
- Kevin had composed a song just for Kerri that is now on the soundtrack for the film Ghost party
- Brad Keller and Ken Arkwell have spent 35+ years in the Dallas Film Business and we will pull out our "rolodex" of name of whos who in the film business of Dallas: Perhaps people like Trammel Crow, Micheal Cain or James Hallan and many more.

Appendix

Photos of the inside of The Theatre during demolition and rebuild



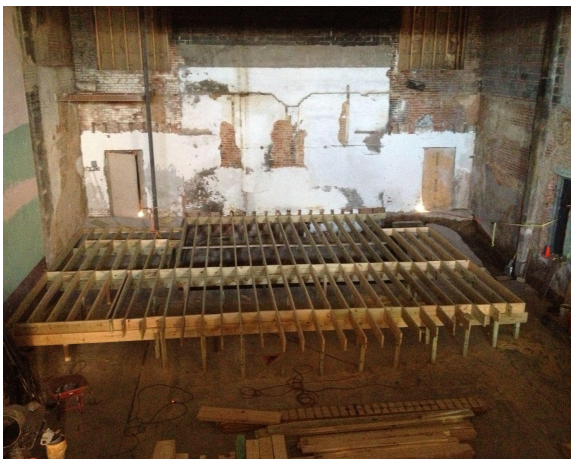




Old Wiring



New Wiring



New Stage Construction

The following has been copied from the Facebook page of The Historic Lancaster Theatre

I know everyone has been wondering what the heck has Brad Keller and Ken Arkwell been doing with that ol'theatre on the square.

Well here you go, this is the long awaited lowdown:

We have magically transformed the Historic Lancaster Theatre into a Winter Playground full of Fun Puzzles for the entire family.

Santa's Workshop has been magically sealed

and Santa Towne itself has been chilled

With perplexing puzzles no one can solve

It's Christmas Santa's Chief Elf who is the culprit involved!

The true spirit of the season he believes is all but lost

and his poor little heart has filled up with frost

He's shut up the factory and locked away the toys

Now no one can give them to the good girls and boys!

Santa has enlisted you and your friends(you people of pure heart)

to revive the town, reverse his crime, open the workshop

..... and Save Christmas In Time For Everyone!

Come Visit The Historic Town Square of Lancaster, Texas

Open: Dec 8, 2017 thru Jan 2, 2018 Tues-Sun 11:00am to 10:00pm

Reservations are for 1 hour with a max of 15 people per booked hour

\$20/pp or \$200 for groups of 10-15 people

If you are just a couple of people you will be paired with others up to 15 people Full Venue Party Rentals are available, just contact Ken ASAP so that your preferred dated can be confirmed. See

www.SantaPuzzleRoom.com for reservations.



The last Puzzle Room at The Theatre



The Historic Lancaster Theatre
118 Town Square, Lancaster Texas 75146

October 31st, 2022

To whom it may concern

I authorize Brad Keller and Ken Arkwell to speak on my behalf as it relates to the theater shown above.

We are partners in this business and they have my complete authorization to negotiate terms in any contract.

As direct owner of the property shown above I will sign and notarize the final documents.



Chris Peirson

10-31-22

Date

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting

9.

Meeting Date: 04/24/2023

Policy Statement: This request supports the City Council 2022-2023 Policy Agenda

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

Submitted by: Opal Mauldin-Jones, City Manager

Agenda Caption:

In accordance with Chapter 551 of the Texas Government Code (the Texas Open Meetings Act), the City Council may meet in executive session to discuss the following:

1. Section § 551.071(1)(a) of the Texas Government Code to seek legal advice from the City Attorney concerning Houston School Road water main damage.
2. Section § 551.071(1)(a) of the Texas Government Code to seek legal advice from the City Attorney concerning alleged water drainage claims near Lancaster Regional Airport.

LANCASTER CITY COUNCIL

City Council Regular Meeting

10.

Meeting Date: 04/24/2023

Policy Statement: This request supports the City Council 2022-2023 Policy Agenda

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

Submitted by: Opal Mauldin-Jones, City Manager

Agenda Caption:

Reconvene into open session. Consider and take appropriate action(s), if any, on closed/executive session matters.

Background:

This agenda item allows City Council to take action necessary, if any, on item(s) discussed in Executive Session.