



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

Monday, January 22, 2024 - 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/84240614527?pwd=QXJzcFF0bjhDUi9kUGE1RC9UeWRudz09>

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

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

CALL TO ORDER

7:00 P.M. SPECIAL WORKSESSION:

1. Discuss and receive a presentation regarding the Quarterly Financial Report for the fourth quarter of Fiscal Year (FY) 2023 for the period beginning July 1, 2023, and ending September 30, 2023.
2. Discuss appointment and attendance of the Comprehensive Plan Steering Committee members and discuss appointing replacements.
3. Receive an update regarding implementing access to broadband (high-speed internet) throughout the City of Lancaster.

ADJOURNMENT

7:15 P.M. REGULAR MEETING:

CALL TO ORDER

INVOCATION: Lancaster Interdenominational Ministerial Alliance

PLEDGE OF ALLEGIANCE: Mayor Pro Tem Mitchell Cheatham

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 a resolution approving the terms and conditions of the Texas Department of Transportation (TxDOT) Grant for the Routine Airport Maintenance Program.
2. Consider approval of minutes from the Regular Meetings held on October 23, 2023 and November 13, 2023.
3. Consider a resolution awarding Bid 2023-15 for an annual contract for Mowing Services (Code Compliance properties) to Dawn of New Lawn and Tree Service Corporation for primary service and Orozco Lawn & Property Management LLC for secondary service.
4. Consider a resolution approving the terms and conditions of an agreement with the Dallas Area Agency on Aging (DAAA) for continuation of the Congregate Meals Program for the Lancaster Senior Life Center.
5. Consider an ordinance repealing Chapter 14, Article 14.02, Division 2 Curfew.

ACTION:

6. M24-4 Discuss and consider a resolution to accept two (2) water meter easements (both being 1,000 square feet or 0.23 acre) from Walmart Stores East, LP., (Grantor) to the City of Lancaster (Grantee) for the installation, construction, operation, maintenance, replacement, repair, upgrade and/or removal of water lines and all necessary or desirable structures, facilities and appurtenances necessary to provide a secondary and separate connection to the City water system; establishing conditions, providing for the furnishing of certified copy of this resolution for recording in the property records of Dallas County, Texas as a deed.
7. M24-7 Discuss and consider a resolution accepting a 15-foot public sanitary sewer easement, being 4,865 square feet or 0.112 acre on Lot 1, Block 1, out of the 24 Hour Wrecker Service Addition, located on the southeast side of the intersection of N. Jefferson Street and E. Sixth Street, addressed as 600 & 616 N. Jefferson Street.
8. M24-8 Discuss and consider a resolution accepting a 15-foot public sanitary sewer easement, being a 1,690 square feet or 0.39 acre easement on Lot 1, Block 1, out of the North Jefferson Industrial Park Addition, located on the southeast side of the intersection of N. Jefferson and Fifth Street, addressed as 500 N. Jefferson Street, City of Lancaster, Dallas County, Texas.

9. M24-9 Discuss and consider a resolution to accept two (2) water meter easements (both being 450 square feet) from Walmart Fulfillment Services, LLC (Grantor) to the City of Lancaster (Grantee) for the installation, construction, operation, maintenance, replacement, repair, upgrade and/or removal of a water meter and all necessary or desirable structures; establishing conditions, providing for the furnishing of certified copy of this resolution for recording in the property records of Dallas County, Texas as a deed.
10. Discuss and consider a resolution authorizing the Mayor to sign a run-off ballot casting the City's vote for the fourth member of the Board of Directors of the Dallas Central Appraisal District (DCAD).
11. Discuss and consider appointments to the Lancaster State Auxiliary Museum Advisory Board, Property Standards and Appeals Board and Public Engagement Committee.

PUBLIC HEARING:

12. Z24-5 Conduct a public hearing and consider an ordinance granting a rezoning request from Agricultural Open (AO) to Single Family Estate (SF-E). The property is located at 975 N. Bluegrove Rd., out of the William Rawlins Survey, Abstract No. 1200, Page 185, Tract 31, 1.0 acre, City of Lancaster, Dallas County, Texas.
13. Z24-6 Conduct a public hearing and consider an ordinance granting a zoning change from Agricultural Open (A-O) to Single Family Estates (SF-E). The property is located at 811 N. Bluegrove Rd., out of the William Rawlins Survey, Abstract No. 1200, Tract 69, 1.682 acres, City of Lancaster, Dallas County, Texas.
14. Z24-8 Conduct a public hearing and consider an ordinance granting a rezoning request to change the zoning from Agricultural Open (AO) to Single-Family Estate (SF-E) on the property addressed at 1538 Raintree Drive, being 1.88 acres, known as Lot 16, out of the Raintree Acres Addition, City of Lancaster, Dallas County, Texas.
15. Z24-10 Conduct a public hearing and consider an ordinance granting a request to change the zoning from Agricultural Open (AO) to Single-Family Residential (SF-2) on a property addressed as 800 Truman Circle known as a tract of land out of the Arthur Eldridge Abstract No. 449 Pg 476, City of Lancaster, Dallas County, Texas.
16. Conduct a public hearing and consider the 2023-2024 Standards of Care for Youth Programs operated by the City of Lancaster Parks and Recreation Department.

EXECUTIVE SESSION:

17. In accordance with Chapter 551 Section 551.071 of the Texas Government Code (the Texas Open Meetings Act), 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:
 - 1) Real Property located at 1508 Dewberry Boulevard (Bel-Air Place Apartments).
 - 2) Real Property located at 632 Reindeer Road.
 - 3) Real Property located at 3410 Sherwood Drive.
 - 4) Future Infrastructure (Houston School Road water main damage).
 - 5) DeltaVictor LLC v. City of Lancaster.
 - 6) Pleasant Run Road Improvements (Dallas County MCIP 31403).

18. 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 January 18, 2024, @ 5:45 p.m. and copies thereof were provided to the Mayor, Mayor Pro-Tempore, Deputy Mayor Pro-Tempore and Council members.



Carey D. Neal, Jr.
Deputy City Manager

CITY OF LANCASTER CITY COUNCIL

City Council Special Work Session and Regular Meeting

1.

Meeting Date: 01/22/2024

Policy Statement: This request supports the City Council 2023-2024 Policy Agenda

Goal(s): Financially Sound Government

Submitted by: Christine Harris Reed, Director of Finance

Agenda Caption:

Discuss and receive a presentation regarding the Quarterly Financial Report for the fourth quarter of Fiscal Year (FY) 2023 for the period beginning July 1, 2023, and ending September 30, 2023.

Background:

The broad purpose of the City's Financial and Investment policy statements is to enable the City to achieve and maintain a long-term stable and positive financial position, and provide guidelines for the day-to day planning and operations of the City's financial affairs. The following information is representative of the fourth quarter of fiscal year 2023; July 1, 2023, through September 30, 2023. All figures are preliminary/unaudited and may change as the Comprehensive Annual Financial Report is finalized.

Attachments

Fourth Quarter Financial Update



City of Lancaster

Investment Portfolio Summary - As of September 30, 2023

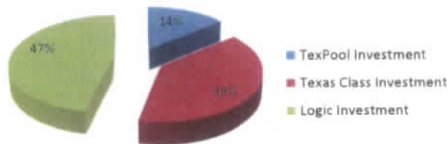
Investment Types	% of Total Investments	End of Quarter Balance
TexPool Investment		
TexPool	14.31%	\$ 19,285,158
Texpool Total	14.31%	\$ 19,285,158
Texas Class Investment		
Texas Class	39.23%	\$ 52,864,593
Texas Class Total	39.23%	\$ 52,864,593
Logic Investment		
Logic -01	43.50%	\$ 58,616,923
Logic -02	0.00%	\$ 523
Logic -03	0.89%	\$ 1,205,708
Logic -04	1.10%	\$ 1,488,222
Logic -06	0.96%	\$ 1,295,369
Logic Total	46.46%	\$ 62,606,744
Total Investment	100.00%	\$ 134,756,495

Investment Interest Types	% of Total Interest	Quarter Interest Earned
TexPool Interest		
TexPool	14.78%	\$ 269,227
TexPool Qtr. Interest Total	14.78%	\$ 269,227
Texas Class Interest		
Texas Class	39.50%	\$ 719,745
Texas Class Qtr. Interest Total	39.50%	\$ 719,745
Logic Interest		
Logic -01	43.61%	\$ 794,669
Logic -02	0.00%	\$ 7
Logic -03	0.04%	\$ 732
Logic -04	1.11%	\$ 20,176
Logic -06	0.96%	\$ 17,561
Logic Quarterly Interest Total	45.72%	\$ 833,145
Total Quarterly Interest	100.00%	\$ 1,822,118

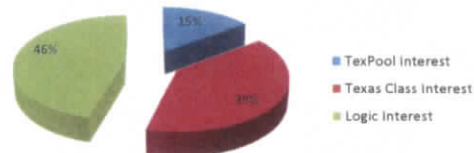
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Logic Interest	45.72%	\$ 833,145
Total Interest	100.00%	\$ 1,822,118

Investment Portfolio as of September 30, 2023



Investment Interest as of September 30, 2023



COMPLIANCE STATEMENT

The investment portfolio presented in these reports conforms in all respects to the investment policies of the City of Lancaster, Texas; and is being managed under the investment strategy developed and approved by the Lancaster City Council.

Christine Harris Reed
Christine Harris Reed, Finance Director

Opal Mauldin-Jones
Opal Mauldin-Jones, City Manager

1/17/2024
Date

1/17/2024
Date



**City of Lancaster
Quarterly
Investment and Financial
Reports
Fourth Quarter FY 2023**

Authorization Statement

This is to acknowledge that I have reviewed and approved the City of Lancaster's Quarterly Financial Report for the Fourth Quarter FY 2023 ending September 30, 2023

Reviewed By: Jacqueline O. Poise
Assistant Director of Finance

Date: 1/17/2024

Approved By: Christ Harris Reed
Director of Finance

Date: 1/17/2024

Approved and Authorized to Present to City Council:

Opal Mauldin Jones
City Manager

Date: 1/17/2024



CITY-WIDE OPERATING FUND TOTALS


Unaudited Revenues and Expenditures

Fourth Quarter FY 2023

July 2023 thru September 2023

100% Optimal Expenditure Rate



						
TOTAL REVENUES		2022	2022	2023	2023	2023
		Qtr. Ending	Actual	Qtr. Ending	Actual	% of Budget
		09/2022	To Date	09/2023	To Date	
1	General Fund	10,135,852	46,239,409	7,636,076	46,838,054	123%
2	G.O. Debt Service	901,864	7,565,987	165,219	7,576,041	100%
4	Street Maintenance	5,632	912,109	6,809	1,029,579	92%
5	WaterWastewater	6,166,125	22,408,698	6,981,138	27,813,084	130%
9	Airport	(319,163)	398,395	178,920	587,220	113%
14	HotelMotel	176,041	333,157	215,129	439,054	218%
16	LEDC/4A	831,741	2,357,753	950,440	2,733,915	175%
17	LRDC/4B	1,750,402	5,009,317	1,869,972	5,404,501	159%
18	Golf Course	317,791	1,065,137	394,943	1,336,832	104%
19	Sanitation	740,715	2,839,352	825,993	3,128,957	105%
21	E911	96,915	290,672	120,842	364,285	141%
50	Park Dedication	-	121,800	-	-	0%
53	Stormwater	505,895	1,978,651	598,316	2,333,194	117%
Total		\$ 21,309,809	\$ 91,520,438	\$ 19,943,795	\$ 99,584,718	124%

TOTAL EXPENDITURES		2022	2022	2023	2023	2023
		Qtr. Ending	Actual	Qtr. Ending	Actual	% of Budget
		09/2022	To Date	09/2023	To Date	Used
1	General Fund	11,683,677	33,803,478	9,622,690	37,371,489	92%
2	G.O. Debt Service	1,218,941	5,497,203	1,687,179	5,488,118	100%
4	Street Maintenance	-	-	511,322	2,009,631	98%
5	WaterWastewater	8,400,499	20,081,324	4,964,627	21,482,445	93%
9	Airport	(50,554)	578,374	153,480	519,088	100%
14	HotelMotel	4,972	18,469	3,490	81,770	96%
16	LEDC/4A	867,132	1,769,116	413,005	1,201,730	48%
17	LRDC/4B	1,991,077	4,299,822	1,537,310	3,302,707	83%
18	Golf Course	412,124	1,281,348	367,752	1,303,722	100%
19	Sanitation	684,716	1,798,380	841,039	2,848,625	97%
21	E911	20,839	222,581	28,362	343,850	89%
53	Stormwater	771,381	1,715,726	661,057	2,087,498	79%
Total		\$ 26,004,802	\$ 71,065,823	\$ 20,791,314	\$ 78,040,672	91%



EXPENDITURES		2022	2022	2023	2023	2023	2023
		Qtr. Ending	Actual	Qtr. Ending	Actual	Adopted	% of Budget
		09/2022	To Date	09/2023	To Date	Budget	Used
1	City Council	50,373	123,498	23,564	151,050	191,652	79%
2	City Manager's Office	312,696	1,064,410	351,652	1,192,632	1,205,133	99%
5	Legal	79,319	176,773	65,202	137,979	186,082	74%
6	Building Services	409,694	1,437,687	431,486	1,669,991	1,529,025	109%
8	Municipal Court	108,727	385,215	126,852	467,925	477,948	98%
9	Building Inspections	109,275	351,021	69,972	385,642	475,155	81%
10	Fleet Maintenance	207,270	678,378	195,015	800,053	867,700	92%
12	Streets Operations	443,745	903,967	831,920	3,718,014	4,453,235	83%
13	Parks	187,476	691,392	230,690	839,401	893,705	94%
14	Police	2,248,914	7,754,347	2,151,273	8,128,150	8,070,035	101%
15	Fire	2,615,313	8,939,634	3,059,815	10,746,694	10,723,102	100%
16	Non-Departmental	3,279,965	5,384,778	86,509	2,164,823	4,205,408	51%
17	Planning	104,404	444,311	56,731	510,435	538,616	95%
18	City Secretary	77,642	237,110	78,418	290,012	297,919	97%
19	Finance	183,714	829,593	173,842	833,539	877,082	95%
20	Emergency Management	11,819	56,566	7,931	55,610	65,061	85%
24	Animal Services	68,924	236,416	124,374	356,617	377,204	95%
29	Purchasing	31,877	105,486	39,342	147,534	149,978	98%
31	Human Resources	218,185	732,361	148,822	703,020	729,494	96%
32	Civil Service	5,650	7,618	350	4,850	7,550	64%
34	Emergency Communications	303,589	1,012,067	358,437	1,255,927	1,246,088	101%
35	Code Compliance	129,076	484,406	177,236	445,149	482,185	92%
36	Development Services	148,956	420,900	158,932	509,942	510,596	100%
37	Information Technology	148,464	643,955	156,966	669,102	718,487	93%
38	Fire Marshal	59,267	209,000	69,824	249,961	260,101	96%
39	City Marshal	52,178	185,362	77,179	229,466	271,298	85%
40	Records	53,205	183,612	78,207	241,948	247,757	98%
51	Community Service	-	-	197,296	198,346	197,985	100%
52	Vending Contracts	475	2,692	168	442	275	161%
55	Public Relations	33,486	120,921	94,687	267,234	281,106	95%
Total		\$ 11,683,677	\$ 33,803,478	\$ 9,622,690	\$ 37,371,489	\$ 40,536,961	92%



WATER AND SEWER FUND
 Unaudited Revenues and Expenditures
 Fourth Quarter FY 2023
 July 2023 thru September 2023
 100% Optimal Expenditure Rate



REVENUES		2022	2022	2023	2023	2023	2023
		Qtr. Ending 09/2022	Actual To Date	Qtr. Ending 09/2023	Actual To Date	Adopted Budget	% of Budget
	Water	3,063,564	9,983,725	3,298,629	11,715,604	9,888,401	118%
	Wastewater	2,288,489	9,332,688	2,663,161	10,787,997	10,176,229	106%
	Fees	236,566	1,442,378	234,332	1,700,457	339,600	501%
	Impact Fees	221,817	1,158,972	61,407	1,176,296	350,000	336%
	Other Revenue	153,118	203,605	122,689	602,880	357,054	169%
	Interest	202,571	287,331	600,921	1,829,850	223,965	817%
Total		\$ 6,166,125	\$ 22,408,698	\$ 6,981,138	\$ 27,813,084	\$ 21,335,249	130%

EXPENDITURES		2022	2022	2023	2023	2023	2023
		Qtr. Ending 09/2022	Actual To Date	Qtr. Ending 09/2023	Actual To Date	Adopted Budget	% of Budget Used
2	Public Works Administration	1,395,168	1,853,182	152,807	588,477	884,793	67%
12	Streets	19,070	19,070	-	1,383,422	1,383,422	100%
20	Utility Billing	167,055	635,335	182,230	743,429	698,970	106%
21	Water Operations	661,424	1,735,933	401,256	2,865,762	3,096,445	93%
22	Non-Departmental	225,554	279,299	6,134	63,779	84,089	76%
27	Meter Reading	31,228	122,970	53,364	249,938	645,594	39%
30	Wastewater Operations	798,337	1,241,862	288,417	1,733,508	1,638,480	106%
42	Wholesale Costs	4,197,229	11,781,451	3,069,241	11,494,083	12,431,053	92%
50	Debt Service	465,210	651,321	490,301	659,539	659,540	100%
80	Transfers Out	440,225	1,760,901	320,877	1,700,507	1,700,507	100%
Total		\$ 8,400,499	\$ 20,081,324	\$ 4,964,627	\$ 21,482,445	\$ 23,222,894	93%



SALES TAX 4A-ECONOMIC DEVELOPMENT

Unaudited Revenues and Expenditures

Fourth Quarter FY 2023

July 2023 thru September 2023

100% Optimal Expenditure Rate



REVENUE						
	2022	2022	2023	2023	2023	2023
	Qtr. Ending	Actual	Qtr. Ending	Actual	Adopted	% of Budget
	09/2022	To Date	09/2023	To Date	Budget	
SALES TAXES	784,653	2,278,907	824,163	2,342,152	1,500,000	156%
INTEREST	42,401	60,097	121,590	373,013	46,803	797%
TRANSFERS IN	4,688	18,750	4,688	18,750	18,750	100%
Total	\$ 831,741	\$ 2,357,753	\$ 950,440	\$ 2,733,915	\$ 1,565,553	175%

EXPENDITURES						
	2022	2022	2023	2023	2023	2023
	Qtr. Ending	Actual	Qtr. Ending	Actual	Adopted	% of Budget
	09/2022	To Date	09/2023	To Date	Budget	Used
2 ECONOMIC DEV/ADMINISTRATION	796,233	1,108,352	200,396	601,820	572,562	105%
50 4A DEBT SERVICE	21,187	213,125	16,506	210,450	210,450	100%
60 MARKETING AND ADVERTISING	9,252	105,799	4,235	71,992	72,747	99%
63 INCENTIVE PROGRAMS	-	180,000	150,000	150,000	1,499,000	10%
80 TRANSFERS OUT	40,460	161,840	41,867	167,467	167,468	100%
Total	\$ 867,132	\$ 1,769,116	\$ 413,005	\$ 1,201,730	\$ 2,522,227	48%



4B - LRDC FUND
 Unaudited Revenues and Expenditures
 Fourth Quarter FY 2023
 July 2023 thru September 2023
 100% Optimal Expenditure Rate



TOTAL REVENUE		2022	2022	2023	2023	2023	2023
		Qtr. Ending	Actual	Qtr. Ending	Actual	Adopted	% of Budget
		09/2022	To Date	09/2023	To Date	Budget	
0	REVENUE	1,601,995	4,597,746	1,716,270	4,902,092	3,023,000	162%
7	LIBRARY	3,182	11,493	2,641	10,554	17,500	60%
54	SENIOR LIFE CENTER	55,147	105,161	23,376	109,810	52,950	207%
56	RECREATION CENTER	90,078	294,917	127,685	382,046	302,000	127%
Total		\$ 1,750,402	\$ 5,009,317	\$ 1,869,972	\$ 5,404,501	\$ 3,395,450	159%

TOTAL EXPENDITURES		2022	2022	2023	2023	2023	2023
		Qtr. Ending	Actual	Qtr. Ending	Actual	Adopted	% of Budget
		09/2022	To Date	09/2023	To Date	Budget	Used
2	REC ADMINISTRATION	822,142	980,141	73,031	253,615	255,842	99%
7	LIBRARY	115,582	374,627	92,876	356,491	563,024	63%
16	NON-DEPARTMENTAL	9,909	58,653	13,726	44,307	52,183	85%
50	4B DEBT SERVICE	60,540	916,416	895,413	905,826	905,826	100%
54	SENIOR LIFE CENTER	90,978	239,423	93,141	235,033	359,709	65%
56	RECREATION CENTER	393,028	935,834	355,326	1,192,321	1,506,150	79%
80	TRANSFERS OUT	98,611	394,442	13,797	315,113	315,114	100%
Total		\$ 1,991,077	\$ 4,299,822	1,537,310	3,302,707	\$ 3,959,212	83%



GOLF COURSE FUND
 Unaudited Revenues and Expenditures
 Fourth Quarter FY 2023
 July 2023 thru September 2023
 100% Optimal Expenditure Rate



TOTAL REVENUE		2022	2022	2023	2023	2023
		Qtr. Ending	Actual	Qtr. Ending	Actual	% of Budget
		09/2022	To Date	09/2023	To Date	
	GOLF COURSE REVENUE	317,791	1,065,137	394,943	1,336,832	104%
Total		\$ 317,791	\$ 1,065,137	\$ 394,943	\$ 1,336,832	104%

TOTAL EXPENDITURES		2022	2022	2023	2023	2023
		Qtr. Ending	Actual	Qtr. Ending	Actual	% of Budget
		09/2022	To Date	09/2023	To Date	Used
39	GOLF COURSE	410,374	1,274,348	354,657	1,251,342	106%
50	DEBT SERVICE	-	-	-	-	0%
80	TRANSFERS OUT	1,750	7,000	13,095	52,380	100%
Total		412,124	1,281,348	367,752	1,303,722	100%

CITY OF LANCASTER CITY COUNCIL

City Council Special Work Session and Regular Meeting

2.

Meeting Date: 01/22/2024

Policy Statement: This request supports the City Council 2023-2024 Policy Agenda

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

Submitted by: Opal Mauldin-Jones, City Manager

Agenda Caption:

Discuss appointment and attendance of the Comprehensive Plan Steering Committee members and discuss appointing replacements.

Background:

As prescribed in the City Council Rules and Plan as amended July 2023, Section D. Council agenda process Sub Section 1.b, Councilmember Stanley Jaglowksi requested an item on the agenda to discuss the attendance of the Comprehensive Steering Committee members and appointing replacements.

This item is for City Council discussion

CITY OF LANCASTER CITY COUNCIL

City Council Special Work Session and Regular Meeting

3.

Meeting Date: 01/22/2024

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: Ron Gleaves, Information Technology Manager

Agenda Caption:

Receive an update regarding implementing access to broadband (high-speed internet) throughout the City of Lancaster.

Background:

On August 16, 2021, October 18, 2021, and August 15, 2022. City Council received a presentation regarding the American Rescue Plan Act of 2021, which provided funding to local governments to respond to the COVID-19 public health emergency broadly. As established by the U.S. Department of Treasury guidance, the state, through the Texas Department of Emergency Management (TDEM), distributed two separate payments to eligible non-entitlement units (NEUs) of local government, which are local governments that typically serve populations under 50,000. The City of Lancaster identified broadband to improve connectivity in Lancaster. The City has allocated two million eight hundred and one thousand five hundred ninety-five dollars (\$2,801,595.00) of ARPA funding to improve broadband (high-speed internet) in the community.

In January 2021, City Council received a presentation from Connected Nation of Texas regarding broadband. At the time, the City was not eligible for government funding due to the City meeting the minimum state-required internet speed of 25MB down and 3MB up.

Staff received proposals from Connected Nation, ICCNetworking, and Notable Solutions to improve broadband in the City. The proposals guaranteed to meet or exceed 25/3 speeds. The network and equipment would be maintained and managed by the City; however, only fifty percent (50%) of the community would receive coverage for internet usage.

In November 2021, staff received a notice from the Dallas County Administrator that the county was expanding their study to outline a path for broadband connectivity throughout Dallas County.

In January 2022, we received notification that Dallas County was negotiating a contract with a potential vendor to conduct a county-wide study. Dallas County hired CTC Technology & Energy to conduct a broadband study and they presented their findings in October 2022. Dallas County commissioned this report to identify broadband-related gaps in the county and develop strategies for closing those gaps.

City Council will receive a presentation regarding implementing access to broadband (high-speed internet) throughout the City of Lancaster.

CITY OF LANCASTER CITY COUNCIL

City Council Special Work Session and Regular Meeting

1.

Meeting Date: 01/22/2024

Policy Statement: This request supports the City Council 2023-2024 Policy Agenda

Goal(s): Financially Sound Government
Sound Infrastructure

Submitted by: Kellen Benbrook, Airport Manager

Agenda Caption:

Consider a resolution approving the terms and conditions of the Texas Department of Transportation (TxDOT) Grant for the Routine Airport Maintenance Program.

Background:

Texas Department of Transportation, Aviation Division historically has made available the Routine Airport Maintenance Program (RAMP), which was a 50/50 match grant program designed by TxDOT for general aviation airports to assist with routine airport maintenance requirements. Lancaster Regional Airport has fully participated in and benefited from this program. This grant program supplemented airport expenditures by defraying 50% of the cost. TxDOT Aviation has modified the RAMP Grant for the fiscal year 2024 to become a 90/10 match program where 90% of costs are absorbed by the grant with no additional grant assurances levied on grant recipients.

Operational Considerations:

The utilization of the RAMP grant has assisted with the routine maintenance and general upkeep of the city-owned hangars, airfield lighting, pavement, and other airfield infrastructure. The fiscal year 2024 RAMP grant is planned to be used for routine maintenance, lighting maintenance for the taxiway and runway, and calibration of the fuel meters.

Legal Considerations:

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

Public Information Considerations:

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

Fiscal Impact:

Based on the 90/10 match of expenditures, the City would need to spend \$50,000 to receive the desired \$45,000 reimbursement for a net expense of \$5,000. This item would require a future budget amendment to record expenditures and reimbursement.

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. 2024-XX-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A GRANT AGREEMENT FOR THE ROUTINE AIRPORT MAINTENANCE PROGRAM BY AND BETWEEN THE CITY OF LANCASTER, AS AIRPORT SPONSOR, AND THE TEXAS DEPARTMENT OF TRANSPORTATION, ON BEHALF OF THE STATE OF TEXAS; AUTHORIZING MATCHING FUNDS IN THE NET AMOUNT OF UP TO \$5,000 AT LANCASTER REGIONAL AIRPORT; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Texas Department of Transportation provides ninety percent (90%) matching grants under the Routine Airport Maintenance Program; and

WHEREAS, the Lancaster Regional Airport requires ongoing routine airport maintenance; and

WHEREAS, the City Council desires to continue participation in the Routine Airport Maintenance Program;

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

SECTION 1. The City Council hereby approves the terms and conditions of the grant agreement for the Fiscal Year 2024 Routine Airport Maintenance Program, by and between the City of Lancaster, Texas, and the Texas Department of Transportation, attached hereto and incorporated herein by reference as "Exhibit A".

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

SECTION 3. Any prior Resolution of the 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 take effect immediately from and after its passage, and it is duly resolved.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 22nd day of January 2024.

ATTEST:

Sorangel O. Arenas, City Secretary

APPROVED:

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

**TEXAS DEPARTMENT OF TRANSPORTATION
GRANT FOR ROUTINE AIRPORT MAINTENANCE PROGRAM**

(State Assisted Airport Routine Maintenance)

TxDOT Project ID: M2418LNCA

Part I - Identification of the Project

TO: The City of Lancaster, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

This Grant is made between the Texas Department of Transportation, (hereinafter referred to as the "State"), on behalf of the State of Texas, and the City of Lancaster, Texas, (hereinafter referred to as the "Sponsor").

This Grant Agreement is entered into between the State and the Sponsor shown above, under the authority granted and in compliance with the provisions of the Transportation Code Chapter 21.

The project is for **airport maintenance** at the LANCASTER - LANCASTER RGNL Airport.

Part II - Offer of Financial Assistance

1. For the purposes of this Grant, the annual routine maintenance project cost, Amount A, is estimated as found on Attachment A, Scope of Services, attached hereto and made a part of this grant agreement.

State financial assistance granted will be used solely and exclusively for airport maintenance and other incidental items as approved by the State. Actual work to be performed under this agreement is found on Attachment A, Scope of Services. State financial assistance, Amount B, will be for ninety percent (90%) of the eligible project costs for this project or \$100,000.00, whichever is less, per fiscal year and subject to availability of state appropriations.

Scope of Services, Attachment A, of this Grant, may be amended, subject to availability of state funds, to include additional approved airport maintenance work. Scope amendments require submittal of an Amended Scope of Services, Attachment A.

Services will not be accomplished by the State until receipt of Sponsor's share of project costs.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

Work shall be accomplished by August 31, 2024, unless otherwise approved by the State.

2. The State shall determine fair and eligible project costs for work scope. Sponsor's share of estimated project costs, Amount C, shall be as found on Attachment A and any amendments.

It is mutually understood and agreed that if, during the term of this agreement, the State determines that there is an overrun in the estimated annual routine maintenance costs, the State may increase the grant to cover the amount of the overrun within the above stated percentages and subject to the maximum amount of state funding.

The State will not authorize expenditures in excess of the dollar amounts identified in this Agreement and any amendments, without the consent of the Sponsor.

3. Sponsor, by accepting this Grant certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify expended funds.

Upon execution of this Agreement and written demand by the State, the Sponsor's financial obligation (Amount C) shall be due in cash and payable in full to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay their obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-3. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

The State shall reimburse or credit the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C).

4. The Sponsor specifically agrees that it shall pay any project costs which exceed the amount of financial participation agreed to by the State. It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State which are in excess of the percentage of financial assistance (Amount B) as stated in Paragraph II-1.

5. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost. Reimbursement requests for locally contracted work shall be submitted on forms provided by the State and shall include copies of the invoices for materials or services. Payment shall be made for no more than 90% of allowable charges.

The State will not participate in funding for force account work conducted by the Sponsor.

6. This Grant shall terminate upon completion of the scope of services.

Part III - Additional Requirements for Certain Equipment

1. Certain purchase, installation, and subscription costs for eligible air traffic and operations monitoring equipment (“Equipment”) are reimbursable as provided in this Part. If Grantee is seeking reimbursement for eligible Equipment costs, it must be shown in Attachment A.
2. For eligible Equipment, the State will reimburse 90% of the initial cost to purchase and install, not to exceed \$3,000.00, and 90% of the annual subscription fee for subsequent years, not to exceed \$3,000.00 per year.
3. Notwithstanding Section 2, for the one year prior to a master plan or airport layout plan update, TxDOT will reimburse up to 90% of the eligible costs, not to exceed \$5,400.00.
4. Eligibility Requirements

A. The Equipment must include the following items, at a minimum;

1. Triangulation
2. Noise abatement
3. Aircraft tracking data for 30 days
4. Direct installation without a third party
5. Identification of pavement utilization by airplane design group for the entire airport
6. 1 second and 3 foot accuracy
7. Equal effectiveness at both towered and non-towered airports
8. Tracking of military and government aircraft, including FAA blocked aircraft

B. In order for costs to be eligible for RAMP reimbursement:

1. The Sponsor must maintain and operate the Equipment for 3 years.
2. On at least a quarterly basis, the Sponsor must provide to the State all data produced and collected by the Equipment.
3. To be eligible for reimbursement of the annual subscription fee after the first year, the Sponsor must participate in the Routine Airport Maintenance Program, have an executed Grant Agreement for that year, and comply with all grant requirements.

- C. The State may conduct on-site or off-site monitoring reviews of the Equipment during the initial required 3-year term, and during any years Sponsor seeks reimbursement of subscription costs. The Sponsor shall fully cooperate with the State and provide any required documentation. The Sponsor shall grant full access to the Equipment to the State or its authorized designee for the purpose of determining compliance, including, but not limited to:
1. Whether the Equipment, and its operation and maintenance, are consistent with the requirements set forth in the Grant Agreement and this First Amendment;
 2. Whether the Sponsor is making timely progress with installation of the Equipment, and whether its management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in the Grant Agreement and this First Amendment, and are fully and accurately reflected in reports submitted to the State.
- D. Failure to maintain compliance with these requirements may result in the Sponsor having to repay grant funds to the State.

Part IV - Sponsor Responsibilities

1. In accepting this Grant, if applicable, the Sponsor guarantees that:
 - a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Grant; and
 - b. the Airport or navigational facility which is the subject of this Grant shall be controlled by the Sponsor for a period of at least 20 years; and
 - c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Grant; and
 - d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and
 - e. through the fence access shall be reviewed and approved by the State; and

- f. it shall not permit non-aeronautical use of airport facilities, unless noted on an approved Airport Layout Plan, without prior approval of the State/FAA. This includes but is not limited to: the process of land disposal, any changes to the aeronautical or non-aeronautical land uses of the airport, land's deeded use from non-aeronautical to aeronautical, requests of concurrent use of land, interim use of land, approval of a release from obligations from the State/FAA, any of which will require 18 months, or longer; and
- g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and
- h. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and
- i. an Airport Fund shall be established by resolution, order or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or another revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent grant or loan, Sponsor has complied with the requirements of this subparagraph; and
- j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and
- k. nssofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace, unless sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State.
- l. mowing services will not be eligible for state financial assistance. Sponsor will be responsible for 100% of any mowing services.

2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.
3. The Sponsor's acceptance of this Offer and ratification and adoption of this Grant shall be evidenced by execution of this Grant by the Sponsor. The Grant shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.

If it becomes unreasonable or impractical to complete the project, the State may void this agreement and release the Sponsor from any further obligation of project costs.

4. Upon entering into this Grant, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this grant and shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor, and coordinate schedule for work items as required.
5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lessee is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.
6. Sponsor shall request reimbursement of eligible project costs on forms provided by the State. All reimbursement requests are required to include a copy of the invoices for the materials or services. The reimbursement request will be submitted no more than once a month.
7. The Sponsor's acceptance of this Agreement shall comprise a Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this agreement.

Part V - Nomination of the Agent

1. The Sponsor designates the State as the party to receive and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.

2. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent to perform the following services:
 - a. accept, receive, and deposit with the State any and all project funds granted, allowed, and paid or made available by the Sponsor, the State of Texas, or any other entity;
 - b. enter into contracts as necessary for execution of scope of services;
 - c. if State enters into a contract as Agent: exercise supervision and direction of the project work as the State reasonably finds appropriate. Where there is an irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor or any service provider, the State shall issue a written order which shall prevail and be controlling;
 - d. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with the State approved contracts;
 - e. obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT 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.
 - f. reimburse sponsor for approved contract maintenance costs no more than once a month.

Part VI - Recitals

1. This Grant is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.
2. It is the intent of this grant to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this grant be in addition to those local funds normally dedicated for airport maintenance.
3. This Grant is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Grant or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.

- a. Of primary importance to the State is compliance with the terms and conditions of this Grant. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Grant, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Grant, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Grant, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Grant null and void, or (5) any other remedy available at law or in equity.
 - b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Grant, or for enforcement of any of the provisions of this Grant, is specifically set by Grant of the parties in Travis County, Texas.
- 4. The State reserves the right to amend or withdraw this Grant at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.
 - 5. This Grant constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.
 - 6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

Part VII - Acceptances

Sponsor

The City of Lancaster, Texas. does ratify and adopt all statements, representations, warranties, covenants, agreements, and all terms and conditions of this Grant.

Executed this _____ day of _____, 20____.

The City of Lancaster, Texas

Sponsor

Sponsor Signature

Sponsor Title

Acceptance of the State

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

STATE OF TEXAS
TEXAS DEPARTMENT OF TRANSPORTATION

By: _____

Date: _____

Attachment A

Scope of Services
TxDOT Project ID: M2418LNCA

Eligible Scope Item	Estimated Costs Amount A	State Share Amount B	Sponsor Share Amount C
GENERAL MAINTENANCE	\$50,000	\$45,000	\$5,000
TOTAL	\$50,000	\$45,000	\$5,000

Accepted by: The City of Lancaster, Texas

Sponsor Signature

Title: _____

Date: _____

GENERAL MAINTENANCE: As needed, Sponsor may contract for services / purchase materials for routine maintenance / improvement of airport pavements, signage, drainage, AWOS systems, approach aids, lighting systems, utility infrastructure, fencing, herbicide / application, sponsor owned and operated fuel systems, hangars, terminal buildings and security systems; professional services for environmental compliance, approved project design. Special projects to be determined and added by amendment.

Airport Operations Counting Systems: The purchase and installation of specified air traffic and operations monitoring equipment ("Equipment") is eligible for reimbursement as provided in Part III

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

CERTIFICATION OF AIRPORT FUND

TxDOT Project ID:

M2418LNCA

The City of Lancaster, Texas, does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

The City of Lancaster, Texas

Sponsor

By: _____

Title: _____

Date: _____

Certification of State Single Audit Requirements

I, ____ do certify that the City of Lancaster will comply with all requirements of the State of Texas Single Audit Act if the City of Lancaster spends or receives more than the threshold amount in any grant funding sources during the most recently audited fiscal year. And in following those requirements, the City of Lancaster will submit the report to the audit division of the Texas Department of Transportation. If your entity did not meet the threshold in grant receivables or expenditures, please submit a letter indicating that your entity is not required to have a State Single Audit performed for the most recent audited fiscal year

Signature

Title

Date

DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

TxDOT Project ID:

M2418LNCA

The City of Lancaster, Texas, designates

, _____ as the Sponsor's authorized
(Name, Title)

representative, who shall receive all correspondence and documents associated with this grant and who shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor.

The City of Lancaster, Texas
Sponsor

By: _____

Title: _____

Date: _____

DESIGNATED REPRESENTATIVE

Mailing Address: _____

Overnight Mailing Address: _____

Telephone/Fax Number: _____

Email address: _____

CITY OF LANCASTER CITY COUNCIL

City Council Special Work Session and Regular Meeting

2.

Meeting Date: 01/22/2024

Policy Statement: This request supports the City Council 2023-2024 Policy Agenda

Goal(s):

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

Submitted by: Sorangel O. Arenas, City Secretary

Agenda Caption:

Consider approval of minutes from the Regular Meetings held on October 23, 2023 and November 13, 2023.

Background:

Attached for your review and consideration are minutes from the City Council Regular Meetings held on October 23, 2023, and November 13, 2023

Attachments

October 23, 2023

November 13, 2023

MINUTES

LANCASTER CITY COUNCIL REGULAR MEETING OF OCTOBER 23, 2023

The City Council of the City of Lancaster, Texas, met in a called Regular Meeting in the Council Chambers of City Hall on October 23, 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
Derrick Robinson
Deputy Mayor Pro Tem Mitchell Cheatham
Mayor Pro Tem Betty Gooden-Davis

City Staff Present (City Hall & Zoom):

Opal Mauldin-Jones, City Manager
Sorangel O. Arenas, City Secretary
David T. Ritter, City Attorney
Carey Neal, Deputy City Manager
Chris Youngman, Emergency Management Chief
Christine Harris, Director of Finance
Dori Lee, Assistant City Manager
Jermaine Sapp, Director of Equipment and Facility Services
Kenneth, Johnson, Fire Chief
Lisa Wube, Director of Parks and Recreation
Sam Urbanski, Police Chief
Shane Shepard, Director of Economic Development
Vicki Coleman, Director of Development Services
Ron Gleaves, IT Manager
Keaira English, Public Relations Manager
Greg Carrell, Budget Analyst

Call to Order:

Mayor Hairston called the meeting to order at 7:00 p.m. on October 23, 2023.

Invocation:

Pastor Kenneth Johnson, The Truth Church, gave the invocation.

Pledge of Allegiance:

Councilmember Carol Strain-Burk led the pledge of allegiance.

Public Testimony/Citizen's Comments:

Keaira English, 211 N. Henry St. Lancaster, TX 75146, shared information regarding Early Voting, Cancer wellness events, and the City of Lancaster Boo Bash.

Jeremy Reed, 204 S. Lancaster, TX 75146, shared his support for consent item 3.

David Fifield, 515 S. Dallas Avenue, TX 75146, shared his support for consent item 3.

Maranda Leonard, 1936 Indian Lilac Road, TX 75146, shared her support for consent item 3.

Cheryl Jackson, 900 Diann Circle, Lancaster, TX 75146, shared her support for consent item 3.

Laura Patrick, 814 S. Clinton Avenue, Dallas, TX 75208, owner of Curio Kitchen shared her support for consent item 3.

Susie Janssen, 305 Crestview Road, Red Oak, TX 75154, shared her support for consent item 3.

Domonique Mack, 1838 Reynolds Street, Lancaster, TX 75134, shared her support for consent item 3.

Kim Walker, 137 Historic Town Square, Lancaster, TX 75146, shared her support for consent item 3.

Amber Wade, 337 S. Dallas Avenue, Lancaster, TX 75146, shared her support for consent item 3.

Carolyn Miller, 537 N. Dallas Avenue, Lancaster, TX 75146, wishes not to speak, however, would like the record to show support for action item 3.

Gilles Delaisse, 441 S. Dallas Avenue, Lancaster, TX 75146, wishes not to speak, however, would like the record to show support for action item 3.

Meredith Delaisse, 441 S. Dallas Avenue, Lancaster, TX 75146, wishes not to speak, however, would like the record to show support for action item 3.

Delinda Ruffin, 490 Sugar Ridge, Ennis, TX 75119, wishes not to speak, however, would like the record to show support for action item 3.

Lonnie Janssen, 305 Crestview Road, Red Oak, TX 75154, wishes not to speak, however, would like the record to show support for action item 3.

Trudy Roquemore, 716 Wilson Street, Lancaster, TX 75146, wishes not to speak, however, would like the record to show support for action item 3.

Charles Jackson, 900 Diann Circle, Lancaster, TX 75146, wishes not to speak, however, would like the record to show support for action item 3.

Emily Reed, 204 S. Henry Street, Lancaster, TX 75146, wishes not to speak, however, would like the record to show support for action item 3.

Jon Reed, 415 S. Dallas Ave., Lancaster, TX 75146, wishes not to speak, however, would like the record to show support for action item 3.

Aubrey Reed, 415 S. Dallas Avenue, Lancaster, TX 75146, wishes not to speak, however, would like the record to show support for action item 3.

Karen Brooks-Crosby, 150 E. 1st Street, Lancaster, TX 75146, wishes not to speak, however, would like the record to show support for action item 3.

Sarah Pebworth, 1902 Newport Avenue, Dallas, TX 75224, wishes not to speak, however, would like the record to show support for action item 3.

Steve Taff, 302 E. Redbud Street, Lancaster, TX 75146, wishes not to speak, however, would like the record to show support for action item 3.

Andrea Ramirez, 211 S. Waverly, Dallas, TX 75208, wishes not to speak, however, would like the record to show support for action item 3.

Paul Cunnings, 515 S. Dallas Avenue, Lancaster, TX 75146, wishes not to speak, however, would like the record to show support for action item 3.

Dianis MG, 137 Beckley Hills Drive, Dallas, TX 75241, wishes not to speak, however, would like the record to show support for action item 3.

Kitzia Moreno-Garza, 137 Beckley Hills Drive, Dallas, TX 75241, wishes not to speak, however, would like the record to show support for action item 3.

Ashley Ruleman, 3613 Gallop Court, Flower Mound, TX 75028, wishes not to speak, however, would like the record to show support for action item 3.

Kenneth Rodriguez, 3838 Telephone Road, Dallas, TX 75241, wishes not to speak, however, would like the record to show support for action item 3.

Michaela Ramler, 1923 N. Edgefield, Dallas, TX 75708, wishes not to speak, however, would like the record to show support for action item 3.

Consent Agenda:

1. **Consider approval of minutes from the Special Meeting held on September 18, 2023.**
2. **Consider a resolution canceling the City Council Work Session of November 20, 2023; Regular Meeting of November 27, 2023; Work Session of December 18, 2023; Regular Meeting of December 25, 2023; and Work Session of January 15, 2024.**

MOTION: Deputy Mayor Pro Tem Gooden-Davis made a motion, seconded by Mayor Pro-Tem Cheatham to approve consent items C1 – C2. The vote was cast 7 for, 0 against.

Action:

3. **Discuss and consider a variance request to allow alcohol beverage sales within 300 feet of a church for a property located at 129 Historic Town Square.**

City Attorney Ritter shared legal details about action item 3 considering a Variance for Curio Kitchen Market.

MOTION: Councilmember Strain-Burk made a motion, seconded by Councilmember Mejia to approve item 3. The vote was cast 6 for, 1 against [Mayor]

4. **M24-1 Discuss and consider a resolution authorizing the City Manager to execute a Development Agreement with CP Lancaster Land LP., relating to building materials for the development of the property addressed as 1000 E. Belt Line Road being a 195 acre tract of land situated in the Jones Green Survey, Abstract No. 504, the Thomas M. Ellis Survey, Abstract No. 432, the James McMillan Survey, Abstract No. 987, and the Edwin L. Patton Survey, Abstract No. 1116, City of Lancaster, Dallas County, Texas, and being all of a called 46.61 acre tract of land designated as "Tract I" and all of a called 146.4 designated as "Tract II" in the Special Warranty Deed to CP Lancaster Land, L.P., recorded in Instrument No. 202200119627, Official Public Records, Dallas County, Texas (O.P.R.D.C.T.), and being a portion of Beltline Road adjacent to said 46.61 acre and said 146.4 acre tract.**

Deputy City Manager Neal gave a staff report regarding action item 4.

City Manager Mauldin-Jones shared clarification on the building materials being used and the House Bill passed in 2019.

MOTION: Deputy Mayor Pro Tem Gooden-Davis made a motion, seconded by Mayor Pro Tem Cheatham to approve action item 4. The vote was cast 7 for, 0 against

Public Hearing:

5. **M23-40 Conduct a public hearing and consider an ordinance to amend the Future Land Use of the Comprehensive Plan from Rural Living to Logistics/Distribution on a property addressed as 1000 E. Belt Line Road being a 19 acre tract of land situated in the Jones Green Survey, Abstract No. 504, the Thomas M. Ellis Survey, Abstract No. 432, the James McMillan Survey, Abstract No. 987, and the Edwin L. Patton Survey, Abstract No. 1116, City of Lancaster, Dallas County, Texas, and being all of a called 46.61 acre tract of land designated as "Tract I" and all of a called 146.4 designated as "Tract II", City of Lancaster, Dallas County, Texas.**

Deputy City Manager Neal gave a staff report regarding public hearing item 5.

Mayor Hairston opened the public hearing.

Dan Grant, 2600 North Central Expressway, Richardson, TX 75080; shared he is present to answer any questions for this item.

Tim Keith, 16400 N. Dallas Parkway, Dallas, TX 75248; owner of the land spoke in favor for public hearing item 5 and 6

Kevin Hughes, 1700 Broadway Avenue, Denver, CO 80290; spoke in favor for public hearing item 5 and 6

Daniel Jackson, 1700 Broadway Avenue, Denver, CO 80290; wishes not to speak, however, would like the record to show support for public hearing item 5 and 6.

Jake Torren, 260 E Davis Street, McKinney, TX 75069; wishes not to speak, however, would like the record to show support for public hearing item 5 and 6.

Jeremy Reed, 204 S. Lancaster, TX 75146; shared his support for public hearing item number 5.

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

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

- 6. Z23-13 Conduct a public hearing and consider a rezoning request from Logistics Port Planned Development (PD) Lanport Overlay to a Planned Development- with Logistics Port, Lanport Overlay, and Data Center uses. The property is located on the south side of Belt Line Road and is approximately 1,500 feet west of Ferris Road. It is a 195 acre tract of land situated in the Jones Green Survey, Abstract No. 504, the Thomas M. Ellis Survey, Abstract No. 432, the James McMillan Survey, Abstract No. 987, and the Edwin L. Patton Survey, Abstract No. 1116, City of Lancaster, Dallas County, Texas, and being all of a called 46.61 acre tract of land designated as "Tract I and all of a called 146.4 designated as "Tract II", City of Lancaster, Dallas County, Texas.**

Deputy City Manager Neal gave a staff report regarding public hearing item 6.

Mayor Hairston opened the public hearing.

Dan Grant, 2600 North Central Expressway, Richardson, TX 75080; planning and zoning consultant gave presentation regarding Public Hearing item 6

Kevin Hughes, 1700 Broadway Avenue, Denver, CO 80290; Public Affairs Officer at Stack shared details about Stack's Organization.

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

Deputy Mayor Pro Tem Gooden-Davis shared her appreciation to the developers.

Councilmember Mejia shared his support for public hearing item 6

MOTION: Councilmember Mejia made a motion, seconded by Councilmember Jaglowski to approve item 6 except for the removal of Brewery and adding Data Centers. The vote was cast 7 for, 0 against.

- 7. M23-19 Conduct a public hearing and consider an ordinance amending Chapter 5, Infrastructure of the 2016 Comprehensive Plan by incorporating the 2023 Stormwater Master Plan update.**

City Manager Mauldin-Jones gave a staff report regarding public hearing item 7.

Mayor Hairston opened the public hearing.

No Speakers.

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

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

EXECUTIVE SESSION:

8. The City Council shall convene into closed executive session pursuant to:

- a. Section § 551.071 (1)(a) of the Texas Government Code to seek legal advice from the City Attorney concerning the proposed establishment of a local government corporation (LGC).**
- b. Section § 551.074 (a)(1) of the Texas Government Code to deliberate the appointment, employment, evaluation duties or dismissal of a public officer, to wit: the Municipal Judge.**
- c. Section § 551.074 (a)(1) of the Texas Government Code to deliberate the appointment, employment, evaluation duties or dismissal of a public officer, to wit: the City Manager**

9. 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 8:41 p.m. and reconvened into open session at 10:00 p.m.

No action on items 8.

MOTION: Councilmember Mejia made a motion, seconded by Mayor Pro Tem Cheatham to adjourn. The vote was cast 7 for, 0 against.

The meeting was adjourned at 10:01 p.m.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

MINUTES

LANCASTER CITY COUNCIL REGULAR MEETING OF NOVEMBER 13, 2023

The City Council of the City of Lancaster, Texas, met in a called Regular Meeting in the Council Chambers of City Hall on November 13, 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
Derrick Robinson
Deputy Mayor Pro Tem Mitchell Cheatham
Mayor Pro Tem Betty Gooden-Davis

City Staff Present (City Hall & Zoom):

Opal Mauldin-Jones, City Manager
Sorangel O. Arenas, City Secretary
David T. Ritter, City Attorney
Carey Neal, Deputy City Manager
Christine Harris, Director of Finance
Dori Lee, Assistant City Manager
Jermaine Sapp, Director of Equipment and Facility Services
Kenneth, Johnson, Fire Chief
Lisa Wube, Director of Parks and Recreation
Sam Urbanski, Police Chief
Vicki Coleman, Director of Development Services
Jacqueline Thompson, Assistant Finance Director
Ron Gleaves, IT Manager
Keaira English, Public Relations Manager
Greg Carrell, Assistant to the City Manager
Kellen Benbrook, Airport Manager
Alysia Walton, Public Relations Specialist
Abdiel Valadez, Multimedia Specialist
Deborah Bunton, CM Administrative Secretary
Stephanie Renteria, CS Administrative Secretary

Call to Order:

Mayor Hairston called the meeting to order at 7:00 p.m. on November 13, 2023.

Invocation:

Apostle Urban Brown Lancaster Interdenominational Ministerial Alliance gave the invocation.

Pledge of Allegiance:

Councilmember Jaglowski led the pledge of allegiance.

Proclamation:

Mayor Hairston read the Small Business Saturday proclamation.

Acknowledgements

City Council and City Manager Mauldin-Jones presented certificates to the graduate members of the 2023 Civic Leadership Academy.

Public Testimony/Citizen's Comments:

Ken Arkwell, 310 E. Main Street, Lancaster, TX 75146; wishes not to speak, however, would like the record to show support for action item 7.

Kim Walker, 137 Historic Town Square, Lancaster, TX 75146; wishes not to speak, however, would like the record to show support for action item 7.

Ellen Clark, 954 Nokomis Road, Lancaster, TX 75146; shared information on the violations she received on the Movie Theatre in the Town Square and requirements the City is asking to be done.

Virginia Hamilton, 2805 Tanglewood Drive, Lancaster, TX 75134; shared concerns regarding water residue in her home.

Taushia LaFlore, 645 Francis Street, Lancaster, TX 75146; expressed her appreciation on City events, and staff. LaFlore requested that City Council consider installing a stoplight at the intersection of Main Street and Beltline.

Keaira English, 211 N. Henry Street, Lancaster, TX 75146; shared information on the Annual Christmas Tree lighting ceremony and the 68th Annual Christmas Parade and Festival.

Consent Agenda:

1. **Consider a resolution authorizing the Mayor to execute a resolution for an assignment agreement that was approved by resolution of the North Central Texas Housing Finance Corporation (NCTHFC) assigning its single-family mortgage revenue bond authority to the Texas Department of Housing and Community Affairs (TDHCA). TDHCA would then issue bonds for the purpose of financing home mortgage loans for qualified first-time homebuyers in The Housing Finance Corporation (HFC) jurisdiction, including the City of Lancaster.**
2. **Consider a resolution approving the terms and conditions of the second amendment of an Interlocal Agreement with Dallas County Hospital dba Parkland Health, formerly Parkland Health & Hospital System and the City of Lancaster to provide paramedic continuing education.**
3. **Consider a resolution authorizing the City Manager to execute commercial and non-commercial leases, ground leases, and assignments and assumptions of ground leases at the Lancaster Regional Airport from August 1, 2023 to July 31, 2025.**
4. **Consider a resolution approving the terms and conditions of an agreement with Highway Intelligent Traffic Solutions, Inc. for the repair of median lighting on North Interstate Highway 35 from south of Pleasant Run Road to the southern city limits in an amount not to exceed One Hundred Fifteen Thousand Five Hundred and Two Dollars and Fifty Cents \$115,502.50.**
5. **Consider a resolution amending Resolution No. 2022-03-29, to include the cost of installation of twelve (12) generators purchased from Clifford Power Systems Inc. and approving the expenditure increase of one hundred sixty-six thousand one hundred and fifty dollars and thirty cents (\$166,150.30) for the installation of the twelve (12) generators by the City's electrical contactor, David Randall EMS.**

- 6. Consider a resolution providing for the re-appointment of the Presiding Judge of the Municipal Court; authorizing the Mayor to execute an agreement providing for compensation, the term of office, and the duties of said Presiding Judge.**

MOTION: Deputy Mayor Pro Tem Gooden-Davis made a motion, seconded by Councilmember Jaglowski to approve consent items C1 – C6. The vote was cast 7 for, 0 against.

Action:

- 7. Discuss and consider a variance request to allow alcohol beverage sales within 300 feet of a church for a property located at 121 Historic Town Square.**

City Secretary Arenas gave a staff report on action item 7.

MOTION: Councilmember Strain-Burk made a motion, seconded by Councilmember Jaglowski to approve item 7. The vote was cast 5 for, 1 against [Hairston], 1 abstain [Cheatham].

- 8. M24-3 Discuss and consider a resolution rescinding Resolution 2023-06-61 and accepting two (2) water easements (being 26,895 square feet or 0.6174 acre and 27,410 square feet or 0.6292 acre of land) from CH-M Wintergreen Phase I, LLC., (Grantor) and one (1) sanitary sewer easement (being 75,179 square feet or 1.7259 acres) from CH-M Wintergreen Phase I, LLC., and CH-M Wintergreen Phase II, LLC (Grantor), to the City of Lancaster (Grantee) for the installation, construction, operation, maintenance, replacement, repair, upgrade and/or removal of water and sewer lines and all necessary or desirable structures, facilities and appurtenances necessary to provide a secondary and separate connection to the City water system; establishing conditions, providing for the furnishing of certified copy of this resolution for recording in the property records of Dallas County, Texas as a deed.**

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

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

- 9. Discuss and consider a resolution ratifying a grant agreement with Brenntag Southwest, Inc., in an amount not to exceed two hundred fifty thousand dollars (\$250,000), 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.**

Deputy City Manager Neal gave a staff report regarding action item 9.

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

- 10. Discuss and consider a resolution authorizing the Mayor to sign a ballot casting the City's vote for the fourth member of the Board of Directors of the Dallas Central Appraisal District (DCAD).**

City Manager Mauldin-Jones gave a staff report regarding action item 10.

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

- 11. Discuss and consider an ordinance authorizing the issuance of City of Lancaster, Texas combination tax and revenue Certificates of Obligation, Series 2023; prescribing the terms thereof; providing for the payment thereof; awarding the sale thereof; making other provisions regarding such certificates and matters incident thereto.**

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

Nick Bulaich, Hilltop Security, gave presentation on item 11.

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

Executive Session:

- 12. 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:**

- (A) 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:**
- 1. Real Property located at 1508 Dewberry Boulevard (Bel-Air Place Apartments).**
 - 2. Real Property located at 632 Reindeer Road.**
 - 3. Real Property located at 3410 Sherwood Drive.**
 - 4. Future Infrastructure (Houston School Road water main damage).**
 - 5. DeltaVictor LLC v. City of Lancaster.**
 - 6. Pleasant Run Road Improvements (Dallas County MCIP 31403).**
 - 7. City of Grand Prairie v. State of Texas Senate Bill 2038, Pending in the 261st District Court of Travis County.**
- (B) Section § 551.074 (a)(1) of the Texas Government Code to deliberate the appointment, employment, evaluation, duties or dismissal of a public officer, to wit: the City Attorney, and consider approval of legal services renewal agreement.**

(C) Section § 551.071(1)(a) of the Texas Government Code (the Texas Open Meetings Act), the City Council shall convene in executive session to seek legal advice from the City Attorney concerning:

- 1. Establishment of a Local Government Corporation (LGC)**
- 2. Texas Tax Administrative Code "Rule" 3.334 (c)(7)**

13. 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 8:07 p.m. and reconvened into open session at 9:16 p.m.

MOTION: Councilmember Strain-Burk made a motion, seconded by Councilmember Jaglowski to take action as directed in executive session for A3 and C2. The vote was 7 for, 0 against.

No action on items 12B.

ACTION:

13a. Discuss and consider participation in the Inland Port Local Government Corporation (LGC), and possible appointment of incorporation(s) and/or director.

MOTION: Councilmember Mejia made a motion, seconded by Councilmember Jaglowski to discontinue the participation in the Inland Port Local Government. The vote was cast 5 for, 1 against [Cheatham], 1 abstain [Hairston].

13b. Discuss and consider an agreement with Brown & Hofmeister L.L.P. to serve as the Attorney for the City of Lancaster.

City Attorney Ritter gave a staff report regarding action item 13b.

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

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

The meeting was adjourned at 9:24 p.m.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

CITY OF LANCASTER CITY COUNCIL

City Council Special Work Session and Regular Meeting

3.

Meeting Date: 01/22/2024

Policy Statement: This request supports the City Council 2023-2024 Policy Agenda

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

Submitted by: Dori Lee, Assistant City Manager

Agenda Caption:

Consider a resolution awarding Bid 2023-15 for an annual contract for Mowing Services (Code Compliance properties) to Dawn of New Lawn and Tree Service Corporation for primary service and Orozco Lawn & Property Management LLC for secondary service.

Background:

This is an annual contract that has renewal options to allow staff the opportunity to evaluate performance and ensure contract compliance. The contract addresses items such as high grass, dilapidated fences, accumulation of trash and debris, tree trimming, overhanging tree limbs, securing vacant structures and abating stagnant water from pools or hot tubs.

This item is for consideration to award a Bid 2023-15 for mowing, trimming, trash/debris removal, draining of pools/spas, removal of dilapidated fencing, graffiti removal, and securement of doors/windows of private properties in violation of City codes where the owner fails to comply voluntarily.

Operational Considerations:

The contract is awarded for a period of one year with the option to renew for an additional year. Pricing shall remain firm for the first year, the vendor will have the option to request a price adjustment based on the Dallas / Fort Worth Consumer Price Index. Approval of this bid will allow staff to process orders for mowing services in a timely manner, as it alleviates the need for staff to obtain quotes and locate a vendor.

Legal Considerations:

The bid was processed in accordance with all local and state purchasing statutes. Three bids were received. The top two candidates were selected based on pricing, experience, equipment, and number of employees. The contract term will be for a year with the option to renew for an additional year pending review.

Public Information Considerations:

Bids were advertised in the Focus Daily News on August 29th and September 5th of 2023. Bids were posted on the City's electronic procurement system on August 29, 2023. 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 this contract is approved in the current year's budget and cost defrayed by invoicing the owners of the properties in violation. Funds will be committed at the time of invoice from the contractor.

Options/Alternatives:

1. Council may approve the item as presented.
2. Council may deny the item as presented.

Recommendation:

Staff recommends approval of the item as presented.

Attachments

Resolution

Exhibit A

Exhibit B

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS APPROVING AN AGREEMENT FOR CODE COMPLIANCE ABATEMENT SERVICES TO CURTIS STANLEY DAWN (D/B/A DAWN OF NEW LAWN AND TREE SERVICE CORPORATION) PRIMARY PROVIDER AND OROZCO LAWN & PROPERTY MANAGEMENT LLC SECONDARY PROVIDER; PROVIDING A REPEALER CLAUSE: PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lancaster desires to award Bid 2023-15 to a primary and secondary service provider for Code Compliance Abatement Services; and

WHEREAS, a committee composed of Neighborhood Services and City Manager's Office staff reviewed and evaluated the proposals submitted to the City and has recommended that the City Council award and approve an agreement for primary Code Compliance Abatement Services to Curtis Stanley Dawn d/b/a Dawn of New Lawn and Tree Service Corporation and secondary Code Compliance Abatement Services to Orozco Lawn & Property Management LLC; and

WHEREAS, the City Council of the City of Lancaster finds it in the best interest to approve the Agreements as outlined in the attached Exhibit A & B, for primary and secondary services respectively.

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

SECTION 1. That the agreements attached hereto as Exhibit "A" and "B" are approved and the City Manager is directed to execute the agreement.

SECTION 2. That any prior resolution of the City Council found to be in conflict with the provisions contained in this resolution are hereby repealed and revoked.

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

SECTION 4. The resolution shall become effective immediately from and after its passage, as the law and charter in such cases provides.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 22nd day of January 2024.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney



2023-15 Addendum 1

DAWN OF NEW LAWN AND TREE SERVICE CORPORATION

Supplier Response

Event Information

Number: 2023-15 Addendum 1
Title: Mowing-Code Compliance
Type: Request for Proposal
Issue Date: 8/29/2023
Deadline: 9/19/2023 10:00 AM (CT)
Notes: The City of Lancaster, Texas invites sealed proposals from all qualified vendors desiring to furnish the City with the Annual Contract for Mowing - Code Compliance in Lancaster, complying with the attached specifications as listed herein. It is the intent of the City of Lancaster to contract with a Primary, Secondary, and Tertiary contractor to provide this service in a timely and efficient manner.

Contact Information

Contact: Cheryl Womble, CTCD/CTCM, Purchasing Agent
Address: City of Lancaster
PO Box 940
Lancaster, TX 75146
Phone: (972) 218-1329
Fax: (972) 218-3621
Email: cwomble@lancaster-tx.com

DAWN OF NEW LAWN AND TREE SERVICE CORPORATION Information

Contact: CURTIS S DAWN
Address: 217
Lancaster, TX 75146
Phone: (214) 878-1922
Email: DAWNOFANEWLAWN@GMAIL.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. <P> Please feel free to call us if you require any assistance with the response. <P> Emailed or Fax submissions will not be accepted.

Curtis Stanley Dawn

Signature

Submitted at 9/11/2023 04:07:31 PM (CT)

dawnofanewlawn@gmail.com

Email

Requested Attachments

References

Bid Form Reference Page.doc

Valid Reference Email addresses are REQUIRED. YOU MUST PROVIDE REFERENCES THAT YOU HAVE VERIFIED AND THEY HAVE AGREED TO PROVIDE REFERENCES WHEN WE EMAIL THEM FOR THE REFERENCE RESPONSE. Failure to receive positive responses will result in a non-award status for your proposal. The vendor must download the References page from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

Current W-9 Tax Form

Bid Form W-9 - signed.pdf

You are required by the City of Lancaster to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by the City of Lancaster to properly identify your entity.

Bid Form Vendor Information Sheet

VENDOR_INFORMATION_SHEET-
Dawn_of_New_Lawn_Tree.pdf

You are required by the City of Lancaster to upload a current Vendor Information Form for your entity. This form will be utilized by the City of Lancaster to properly identify your entity.

Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

No response

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included under the attachments tab.

Israel Boycott Verification

Bid Form for Israel - signed.pdf

D/M/WBE Certification OPTIONAL

No response

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY) DO NOT UPLOAD encrypted or password protected files.

Warranty

No response

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY) DO NOT UPLOAD encrypted or password protected files.

Supplementary

DNL BROCHURE.pdf

Supplementary information can be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY) DO NOT UPLOAD encrypted or password protected files.

Equipment List

Equipment List.pdf

A completed Equipment List must be submitted with proposal.

Bid Attributes

1 Server Time

Server Time is located in the top right corner of the screen. Please ensure you have registered and selected the appropriate time zone. All bids are due Central Time.

☒ I Understand

2 Errors

The system checks for errors upon submittal. If you have not completed a required attribute, the system will not accept your bid. Please do not wait until 5 minutes before the response is due. If you have an error, you may not have time to correct and re-submit. Please see the Navigating the E-Procurement System document located at www.lancaster-tx.com/bids for information on errors.

☒ I Understand

3 Notification

How did you hear about this bid opportunity?

e-procurement system

4 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

5 One Year - 4 Renewals

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

☒ Agree

6 PROHIBITION OF BOYCOTT OF ENERGY COMPANIES

By accepting this contract or purchase order, Vendor verifies that is does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended. This section does not apply if Professional (or Contractor) is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

☒ I Agree

7 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

8 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's debts. Each Governmental Entity will order their own material/service as needed.

Yes

9 Conflict of Interest 1

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose on this form the vendor name, person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, the questionnaire must be filed with the Purchasing Agent of the City of Lancaster not later than the 7th business day after the date the person becomes aware of the facts that require the statement to be filed. ** Please return the completed form to City of Lancaster, Attn: Purchasing, PO Box 940, Lancaster, TX 75146. ** See Section 176.006 of the Local Government Code for further details. Note: A person commits an offense (Class C misdemeanor) if the person violates Section 176.006. ** A City of Lancaster employee or officer is defined as a member of the Lancaster City Council, Lancaster Economic Development Corporation Board of Directors, Lancaster Recreational Development Corporation Board of Directors, Housing-Finance Corporation Board of Directors, and any employee of the City that makes purchasing decisions or recommendations regarding the use of funds of the City or said corporations.

10 NEPOTISM STATEMENT

The Bidder or Proposer or any officer, if the Bidder or Proposer is other than an individual, shall state whether Bidder or Proposer has a relationship, either by blood or marriage, with any official or employee of the City of Lancaster:

Not related to any official or employee

11 NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this bid or proposal, the Bidder certifies that:

1. This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
2. This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the electronic opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;
3. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
4. The person signing this bid or proposal certifies that he/she/they/them has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of being applicable to the Bidder as well as to the person signing in its behalf.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

☒ I Agree

12 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

13 Electronic Payment

If you would like your payment sent electronically (EFT), please provide your accounts receivable contact information. Please provide name and email.

Curtis Dawn /dawnofanewlawn@gmail.com

14 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

1
5**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.

1
6**MWBE 1**

Is your company M/WBE or HUB certified?

1
7**MWBE 2**

If yes, what is your certification number?

1
8**MWBE 3**

If yes, what agency completed the certification?

1
9**MWBE 4**

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

2
0**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 Agree2
1**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?

2
2**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?

2
3**Reciprocal Information 3**

If Yes, What is the dollar increment or percentage?

2 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. <input checked="" type="checkbox"/> Agree
2 5	T&C Acknowledgement I have read and agree to the terms and conditions of this bid. <input checked="" type="checkbox"/> I Agree
2 6	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
2 7	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
2 8	Insurance Vendor shall provide insurance as listed in the insurance requirements attached. <input checked="" type="checkbox"/> I Understand
2 9	County What county is your principal place of business located? <div style="border: 1px solid black; padding: 2px; width: 90%;">Dallas</div>
3 0	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.
3 1	Audit The City reserves the right to audit the records and performance of the Contractor during the term of the contract and for three years thereafter.
3 2	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.
3 3	Questions All questions shall be addressed electronically through the e-bid site. <input checked="" type="checkbox"/> I Agree

3 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
3 5	Payment Terms The City of Lancaster's payment terms are Net 30. <input checked="" type="checkbox"/> I Agree
3 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
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3 9	Deviation DEVIATIONS: In the event, you the Proposer, intend to deviate from the general terms, conditions, special conditions, specifications, or 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 Lancaster's compliance with the Terms, Conditions, Specifications, and information contained in this RFP. <input type="text" value="No Deviations"/>
4 0	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. <input checked="" type="checkbox"/> Agree
4 1	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.
4 2	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

Bid Lines

1	Mowing, trimming/weedeating of vacant residential lots priced on a per lot basis. Includes mowing, trimming/weedeating of alley or easement to the midline of said alley or easement from 12 inches in height and above.	Quantity: <u>870</u>	UOM: <u>Lots</u>	Price: <u>\$60.00</u>	Total: <u>\$52,200.00</u>
2	Same as item 1, except with a house on the lot, priced on a per lot basis. Includes mowing, trimming/weedeating of alley or easement to the midline of said alley or easement from 12 inches in height and above.	Quantity: <u>640</u>	UOM: <u>Each</u>	Price: <u>\$60.00</u>	Total: <u>\$38,400.00</u>
3	Mowing, trimming of property in excess of one (1) acre (43,560 sq. ft.) priced on a per acre basis from 12 inches in height and above, and the removal of any and all loose blowing trash before being mowed and after if trash still exists.	Quantity: <u>18</u>	UOM: <u>Each</u>	Unit Price: <u>\$70.00</u>	Total: <u>\$1,260.00</u>
4	The mowing, trimming/weedeating of an alley or easement to the midline of said alley or easement from 12 inches in height and above.	Quantity: <u>75</u>	UOM: <u>Lots</u>	Unit Price: <u>\$65.00</u>	Total: <u>\$4,875.00</u>
5	The hauling of trash, debris, and rubbish shall be bid on a per load (6 foot x 16 foot x 4 foot utility trailer) basis and is to include: labor, vehicle, machinery and disposal cost. Contractor must provide disposal ticket from landfill along with his invoice. Loads may be divided into ¼ (quarter) loads and charges assessed accordingly.	Quantity: <u>322</u>	UOM: <u>Loads</u>	Price: <u>\$250.00</u>	Total: <u>\$80,500.00</u>
6	Per hour charge for miscellaneous cleaning of trash, debris, rubbish, mowing or weedeating between rights-of-way/easements and private property lines. No additional charges shall apply unless approved by Contract Manager or his designee.	Quantity: <u>750</u>	UOM: <u>Hours</u>	Price: <u>\$30.00</u>	Total: <u>\$22,500.00</u>
7	The cutting of overhanging tree limbs, bushes or any other vegetation that is considered an encroachment, priced on a per lot basis. Excess limbs from cuttings are to be disposed of by contractor according to item #5 hauling of trash, debris and rubbish.	Quantity: <u>153</u>	UOM: <u>Lots</u>	Price: <u>\$250.00</u>	Total: <u>\$38,250.00</u>
8	The securement of windows in both residential and commercial structures on a per window basis. Opening securement materials to be plywood and attached with screws.	Quantity: <u>100</u>	UOM: <u>Each</u>	Price: <u>\$18.00</u>	Total: <u>\$1,800.00</u>
9	The securement of Doors in both residential and commercial structures on a per Door basis. Opening securement materials to be plywood and attached with screws.	Quantity: <u>20</u>	UOM: <u>Each</u>	Price: <u>\$22.00</u>	Total: <u>\$440.00</u>
10	The securement of Garage Doors in both residential and commercial structures on a per Garage Door basis. Opening securement materials to be plywood and attached with screws.	Quantity: <u>5</u>	UOM: <u>Each</u>	Price: <u>\$30.00</u>	Total: <u>\$150.00</u>
11	Pumping of swimming pools on a per lot charge that includes labor hours. All excess water to be disposed of in the sanitary sewer on the particular lot.	Quantity: <u>12</u>	UOM: <u>Lots</u>	Price: <u>\$150.00</u>	Total: <u>\$1,800.00</u>

1 2	Pumping of hot tubs and spas on a per lot charge that includes labor hours. All excess water to be disposed of in the sanitary sewer on the particular lot.	Quantity: <u>10</u> UOM: <u>Lots</u>	Price: <input type="text" value="\$90.00"/>	Total: <input type="text" value="\$900.00"/>
1 3	Dilapidated fence removal on a per fence section cost to include labor and dumping charges. Average size 6 foot section. ** Unit price is the cost to remove and haul 1 six foot section of fence **	Quantity: <u>200</u> UOM: <u>Each</u>	Price: <input type="text" value="\$25.00"/>	Total: <input type="text" value="\$5,000.00"/>
1 4	Remove graffiti from fences, concrete and/or houses. Removal technique depends on material.	Quantity: <u>10</u> UOM: <u>Lots</u>	Price: <input type="text" value="\$160.00"/>	Total: <input type="text" value="\$1,600.00"/>
1 5	Per hour charge for emergency violations that pose immediate danger to the public health, safety, and welfare of the community. ***All work must be completed within 24 Hours of Notice. *** Includes high grass and weeds in excess of 48 inches, unsecured swimming pools, securing vacant and abandoned structures, ect.). No additional charges shall apply unless approved by Contract Manager or his designee.	Quantity: <u>40</u> UOM: <u>Hours</u>	Price: <input type="text" value="\$65.00"/>	Total: <input type="text" value="\$2,600.00"/>

Response Total: \$252,275.00



Exhibit A

2023-15 Addendum 1 Orozco Lawn & Property Management LLC Supplier Response

Event Information

Number: 2023-15 Addendum 1
Title: Mowing-Code Compliance
Type: Request for Proposal
Issue Date: 8/29/2023
Deadline: 9/19/2023 10:00 AM (CT)
Notes: The City of Lancaster, Texas invites sealed proposals from all qualified vendors desiring to furnish the City with the Annual Contract for Mowing - Code Compliance in Lancaster, complying with the attached specifications as listed herein. It is the intent of the City of Lancaster to contract with a Primary, Secondary, and Tertiary contractor to provide this service in a timely and efficient manner.

Contact Information

Contact: Cheryl Womble, CTCD/CTCM, Purchasing Agent
Address: City of Lancaster
PO Box 940
Lancaster, TX 75146
Phone: (972) 218-1329
Fax: (972) 218-3621
Email: cwomble@lancaster-tx.com

Orozco Lawn & Property Management LLC Information

Contact: Marisol Gonzalez
Address: 9797 Bruton rd 414
Dallas, TX 75217
Phone: (214) 499-1904
Email: Orozcolawnpropertymanagement@gmail.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. <P> Please feel free to call us if you require any assistance with the response. <P> Emailed or Fax submissions will not be accepted.

Marisol Gonzalez

Signature

Submitted at 9/15/2023 01:09:07 PM (CT)

Orozcolawnpropertymanagement@gmail.com

Email

Requested Attachments

References

Bid Form Reference Page
copy.docx

Valid Reference Email addresses are REQUIRED. YOU MUST PROVIDE REFERENCES THAT YOU HAVE VERIFIED AND THEY HAVE AGREED TO PROVIDE REFERENCES WHEN WE EMAIL THEM FOR THE REFERENCE RESPONSE. Failure to receive positive responses will result in a non-award status for your proposal. The vendor must download the References page from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

Current W-9 Tax Form

Books 3.pdf

You are required by the City of Lancaster to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by the City of Lancaster to properly identify your entity.

Bid Form Vendor Information Sheet

Bid Form Vendor Information
Sheet copy.pdf

You are required by the City of Lancaster to upload a current Vendor Information Form for your entity. This form will be utilized by the City of Lancaster to properly identify your entity.

Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

No response

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included under the attachments tab.

Israel Boycott Verification

Bid Form for Israel.pdf

D/M/WBE Certification OPTIONAL

IMG_4840.JPG

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY) DO NOT UPLOAD encrypted or password protected files.

Warranty

No response

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY) DO NOT UPLOAD encrypted or password protected files.

Supplementary

No response

Supplementary information can be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY) DO NOT UPLOAD encrypted or password protected files.

Equipment List

Equipment List copy.pdf

A completed Equipment List must be submitted with proposal.

Bid Attributes

1 Server Time

Server Time is located in the top right corner of the screen. Please ensure you have registered and selected the appropriate time zone. All bids are due Central Time.

☒ I Understand

2 Errors

The system checks for errors upon submittal. If you have not completed a required attribute, the system will not accept your bid. Please do not wait until 5 minutes before the response is due. If you have an error, you may not have time to correct and re-submit. Please see the Navigating the E-Procurement System document located at www.lancaster-tx.com/bids for information on errors.

☒ I Understand

3 Notification

How did you hear about this bid opportunity?

Other

4 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

5 One Year - 4 Renewals

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

☒ Agree

6 PROHIBITION OF BOYCOTT OF ENERGY COMPANIES

By accepting this contract or purchase order, Vendor verifies that is does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended. This section does not apply if Professional (or Contractor) is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

☒ I Agree

7 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 organizaitional and directional terms.

No response

8 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's debts. Each Governmental Entity will order their own material/service as needed.

9 Conflict of Interest 1

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose on this form the vendor name, person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, the questionnaire must be filed with the Purchasing Agent of the City of Lancaster not later than the 7th business day after the date the person becomes aware of the facts that require the statement to be filed. ** Please return the completed form to City of Lancaster, Attn: Purchasing, PO Box 940, Lancaster, TX 75146. ** See Section 176.006 of the Local Government Code for further details. Note: A person commits an offense (Class C misdemeanor) if the person violates Section 176.006. ** A City of Lancaster employee or officer is defined as a member of the Lancaster City Council, Lancaster Economic Development Corporation Board of Directors, Lancaster Recreational Development Corporation Board of Directors, Housing-Finance Corporation Board of Directors, and any employee of the City that makes purchasing decisions or recommendations regarding the use of funds of the City or said corporations.

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1. This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
2. This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the electronic opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;
3. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
4. The person signing this bid or proposal certifies that he/she/they/them has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of being applicable to the Bidder as well as to the person signing in its behalf.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

☒ I Agree

12 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.

13 Electronic Payment

If you would like your payment sent electronically (EFT), please provide your accounts receivable contact information. Please provide name and email.

1
4**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

1
5**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.

I do not owe property Taxes

1
6**MWBE 1**

Is your company M/WBE or HUB certified?

Yes

1
7**MWBE 2**

If yes, what is your certification number?

1873514678100

1
8**MWBE 3**

If yes, what agency completed the certification?

The Texas Comptroller of Public Accounts (CPA)

1
9**MWBE 4**

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

03/15/2026

2
0**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.

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**Where is your principal place of business?

Texas

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2**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?

2
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If Yes, What is the dollar increment or percentage?

2
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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.

☒ Agree2
5**T&C Acknowledgement**

I have read and agree to the terms and conditions of this bid.

☒ I Agree2
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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.

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Vendor shall provide insurance as listed in the insurance requirements attached.

☒ I Understand2
9**County**

What county is your principal place of business located?

3
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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.

3
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The City reserves the right to audit the records and performance of the Contractor during the term of the contract and for three years thereafter.

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4 AWARD OF CONTRACT**2**

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.

☒ I Agree

Bid Lines

1 Mowing, trimming/weedeating of vacant residential lots priced on a per lot basis. Includes mowing, trimming/weedeating of alley or easement to the midline of said alley or easement from 12 inches in height and above.

Quantity: 870 UOM: Lots Price: \$30.00 Total: \$26,100.00

2 Same as item 1, except with a house on the lot, priced on a per lot basis. Includes mowing, trimming/weedeating of alley or easement to the midline of said alley or easement from 12 inches in height and above.

Quantity: 640 UOM: Each Price: \$30.00 Total: \$19,200.00

3 Mowing, trimming of property in excess of one (1) acre (43,560 sq. ft.) priced on a per acre basis from 12 inches in height and above, and the removal of any and all loose blowing trash before being mowed and after if trash still exists.

Quantity: 18 UOM: Each Unit Price: \$80.00 Total: \$1,440.00

4 The mowing, trimming/weedeating of an alley or easement to the midline of said alley or easement from 12 inches in height and above.

Quantity: 75 UOM: Lots Unit Price: \$30.00 Total: \$2,250.00

5 The hauling of trash, debris, and rubbish shall be bid on a per load (6 foot x 16 foot x 4 foot utility trailer) basis and is to include: labor, vehicle, machinery and disposal cost. Contractor must provide disposal ticket from landfill along with his invoice. Loads may be divided into ¼ (quarter) loads and charges assessed accordingly.

Quantity: 322 UOM: Loads Price: \$200.00 Total: \$64,400.00

6 Per hour charge for miscellaneous cleaning of trash, debris, rubbish, mowing or weedeating between rights-of-way/easements and private property lines. No additional charges shall apply unless approved by Contract Manager or his designee.

Quantity: 750 UOM: Hours Price: \$60.00 Total: \$45,000.00

7 The cutting of overhanging tree limbs, bushes or any other vegetation that is considered an encroachment, priced on a per lot basis. Excess limbs from cuttings are to be disposed of by contractor according to item #5 hauling of trash, debris and rubbish.

Quantity: 153 UOM: Lots Price: \$120.00 Total: \$18,360.00

8 The securement of windows in both residential and commercial structures on a per window basis. Opening securement materials to be plywood and attached with screws.

Quantity: 100 UOM: Each Price: \$50.00 Total: \$5,000.00

9 The securement of Doors in both residential and commercial structures on a per Door basis. Opening securement materials to be plywood and attached with screws.

Quantity: 20 UOM: Each Price: \$50.00 Total: \$1,000.00

10	The securement of Garage Doors in both residential and commercial structures on a per Garage Door basis. Opening securement materials to be plywood and attached with screws.	Quantity: <u> 5 </u> UOM: <u>Each</u>	Price: <u> \$110.00 </u>	Total: <u> \$550.00 </u>
11	Pumping of swimming pools on a per lot charge that includes labor hours. All excess water to be disposed of in the sanitary sewer on the particular lot.	Quantity: <u> 12 </u> UOM: <u>Lots</u>	Price: <u> \$150.00 </u>	Total: <u> \$1,800.00 </u>
12	Pumping of hot tubs and spas on a per lot charge that includes labor hours. All excess water to be disposed of in the sanitary sewer on the particular lot.	Quantity: <u> 10 </u> UOM: <u>Lots</u>	Price: <u> \$150.00 </u>	Total: <u> \$1,500.00 </u>
13	Dilapidated fence removal on a per fence section cost to include labor and dumping charges. Average size 6 foot section. ** Unit price is the cost to remove and haul 1 six foot section of fence **	Quantity: <u> 200 </u> UOM: <u>Each</u>	Price: <u> \$70.00 </u>	Total: <u> \$14,000.00 </u>
14	Remove graffiti from fences, concrete and/or houses. Removal technique depends on material.	Quantity: <u> 10 </u> UOM: <u>Lots</u>	Price: <u> \$100.00 </u>	Total: <u> \$1,000.00 </u>
15	Per hour charge for emergency violations that pose immediate danger to the public health, safety, and welfare of the community. ***All work must be completed within 24 Hours of Notice. *** Includes high grass and weeds in excess of 48 inches, unsecured swimming pools, securing vacant and abandoned structures, ect.). No additional charges shall apply unless approved by Contract Manager or his designee.	Quantity: <u> 40 </u> UOM: <u>Hours</u>	Price: <u> \$90.00 </u>	Total: <u> \$3,600.00 </u>

Response Total: \$205,200.00

CITY OF LANCASTER CITY COUNCIL

City Council Special Work Session and Regular Meeting

4.

Meeting Date: 01/22/2024

Policy Statement: This request supports the City Council 2023-2024 Policy Agenda

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

Submitted by: Dori Lee, Assistant City Manager

Agenda Caption:

Consider a resolution approving the terms and conditions of an agreement with the Dallas Area Agency on Aging (DAAA) for continuation of the Congregate Meals Program for the Lancaster Senior Life Center.

Background:

Lancaster Senior Life Center is a full-service center. The congregate meal program offers free lunch daily for seniors ages 60 and above as a result of the 1965 U.S. Congressional enactment of the Older Americans Act, which established the Administration on Aging (AOA) to address the social needs of older Americans. The Act is considered the major vehicle for promoting the delivery of social services to our aging population. The main missions of the Act were to assist senior citizens in maintaining maximum independence in their homes and communities and to promote a continuum of care for the vulnerable elderly. The AOA contracts with state organizations such as the Community Council of Dallas, which established the Dallas Area Agency on Aging (DAAA) to administer federally funded programs.

Currently, the City of Lancaster participates as a sponsor in two of the AOA programs, one of which is the Congregate Meal Program (Congregate meals are daily hot lunches served in group settings to people who are 60 years of age and older. The meals are healthy and designed to meet the nutritional needs of senior citizens.)

The Congregate Meal Program has been operated by the Dallas County Health and Human Services Department through its Older Adult Services Division since 1973. The City has contracted directly with DAAA to continue to provide the congregate meals.

Operational Considerations:

The program requirements are as follows:

- a) Provide a Site Supervisor.
- b) Provide for delivery of meals in compliance with the provisions of the Older Americans Act as it relates to the Dietary Guidelines for Americans.
- c) Requiring each meal included on the menu is approved by a registered dietitian.
- d) Provide meals five (5) days per week.
- e) Establish proper food handling procedures, equipment and training for staff and volunteers.
- f) Develop cash handling procedures for collection of daily revenues collected from participants.

The City of Lancaster has met and/or exceeded all program requirements. The Senior Life Center Supervisor will serve as the Site Supervisor. Meals are provided Monday through Friday and daily menus are prepared by the Chocolate Mint Foundation, selected through the City procurement regulations, who are compliant with all state statutes. The vendor ensures a registered dietitian prepares the menu.

The City also has established policies and procedures for cash handling, complaints, patron satisfaction surveys and reporting program participation.

The City is fully compliant with the DAAA requirements.

Legal Considerations:

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

Public Information Considerations:

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

Fiscal Impact:

This is a 100% reimbursable program. DAAA reimburses the City at a rate of up to \$8.68 per meal served to enrolled senior citizens aged 60 and older. The program cost remains within the reimbursed rate.

Options/Alternatives:

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

Recommendation:

At the November 14, 2023 meeting the LRDC recommended approval as presented and staff concurs.

Attachments

Resolution

DAAA

November 14, 2023 Draft Minutes

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CITY OF LANCASTER AND THE DALLAS AREA AGENCY ON AGING FOR THE CONTINUATION OF THE CONGREGATE MEALS PROGRAM TO BE OPERATED BY THE CITY OF LANCASTER AT THE LANCASTER SENIOR CITIZENS CENTER; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Dallas Area Agency on Aging has contracted through the federal Administration on Aging to administer federal funding for the provision of programs to help older people maintain maximum independence in their homes and communities and to promote a continuum of care for the vulnerable elderly, and

WHEREAS, the Congregate Meal program is one of the federally funded services administered by the Dallas Area Agency on Aging, which provides a daily hot lunch for persons age 60 and older, and

WHEREAS, the City Council of Lancaster, Texas, desires to continue the contract with the Dallas Area Agency on Aging to provide the Congregate Meal Program in the new Lancaster Senior Citizens Center.

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

SECTION 1. That the City of Lancaster, Texas hereby approves the terms and conditions of the Agreement For Operation of the Congregate Meal Program ("Program") with the Dallas Area Agency on Aging ("DAAA"), attached hereto and incorporated herein by reference as Exhibit "A" for the purpose of providing Congregate Meals to qualified senior citizens at the Lancaster Senior Citizens Center on a reimbursement basis.

SECTION 2. That the DAAA shall reimburse the City of Lancaster for the provision of Congregate Meals and administration of said Program at the rate of Eight Dollars and Sixty-Eight Cents (\$8.68) per meal served to a qualified senior citizen participant.

SECTION 3. That the City Manager is hereby authorized to execute the Agreement attached in Exhibit "A".

SECTION 4. This Resolution shall become effective immediately from and after its passage, as the law and charter in such cases provide.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this 22nd day of January, 2024.

ATTEST:

Sorangel O. Arenas, City Secretary

APPROVED:

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

Community Council >>

Moving families forward, leaving poverty behind.



OFFICERS

CHAIR
Anga L. Sanders
FEED Oak Cliff

September 28, 2023

VICE CHAIR
John A. Cuellar
La Estrella De Cuellar, Inc.

TREASURER
La Shonda Dennis
Pegue-Dennis, CPA PC

Clifford Armstead
City of Lancaster
Lancaster Senior Life Center
1700 Veterans Memorial Parkway
Lancaster, Texas 75134

SECRETARY
Sylvia Garza Mancha
Cristo Rey Dallas College Prep

Dear Mr. Clifford,

BOARD OF DIRECTORS

Denise M. Gomez
Children's Health

Attached please find the FY2024 contract with Community Council of Greater Dallas/Dallas Area Agency on Aging, containing the signature of Ms. Sharla Myers, Chief Executive Officer. Once signed by the proper authority, keep one for your files and return one to me, including our cover letter.

Rick Illes
Illes Foods

Should you have any questions, please feel free to contact Sandra Luz, Manager, Contract Services, on 469 233 2633.

Gabriela Rawlings
Jackson Walker LLP

Raul Reyes, Jr.
Civic Volunteer

Cordially,


Veronica Shanklin
Dementia Care Warriors

Director, Dallas Area Agency on Aging
Attachments: FY2024 Contract and Legal Documents

Candace Thompson
Compudapt

Justina Walford
Films Gone Wild

Myron H. Watkins, Jr.
MV Transportation

CHIEF EXECUTIVE OFFICER
Sharla Myers

DALLAS AREA AGENCY ON AGING
CONTRACT FOR
OLDER AMERICANS ACT PROGRAM

STATE OF TEXAS

COUNTY OF DALLAS

CONTRACT NO.: FY2024 Lancaster 0007

TIN: 30118176137

I. AUTHORITY TO CONTRACT

The authority on which this contract is based derives from the Older Americans Act (OAA), as amended, and its regulations; Health and Human Services regulations on administration of grants; Title 2 Code of Federal Regulations (CFR) Part 200; 45 CFR 132F; 45 CFR 91, and 1321, et seq.; the Uniform Grant Management Standards (UGMS), Governor's Office of Budget and Planning, January 2001; and all applicable Texas Department of Aging and Disability Services (DADS) and Area Agencies on Aging (AAA) and Long-Term Care Ombudsman Program rules as published in Title 26 Texas Administrative Code (TAC) Chapter 213; and, all state and local laws as pertains to this contract and its attachments.

II. CONTRACTING PARTIES

This contract is between the **Dallas Area Agency on Aging**, a program of the **Community Council of Greater Dallas**, hereinafter referred to as **DAAA**, and the **City of Lancaster**, hereinafter referred to as **SUBRECIPIENT**. Whereas the State of Texas, acting through Texas Health and Human Services (HHS), has designated the Community Council of Greater Dallas to act as grantee for the Area Agency on Aging (AAA), to be known as the Dallas Area Agency on Aging; and whereas the AAA is the designated authority under the OAA to administer OAA funds, DAAA and SUBRECIPIENT hereto have severally and collectively agreed and by execution hereof are bound to the mutual obligations set forth herein and to performance and accomplishment of the tasks hereinafter described.

III. CONTRACT PERIOD

This agreement will become binding on the date of the signature by both parties. Notwithstanding this date, the term of the contract will begin on October 1, 2023, and end on September 30, 2024.

IV. CONTRACT EXTENSIONS

The parties to this contract may, by mutual agreement, extend this contract for a specified period. Any extension shall be in writing, with specific reference to this contract, and shall be subject to all of the terms and conditions of this contract and made a part thereof for all purposes.

V. AMENDMENTS TO THE CONTRACT

This agreement may be amended in writing upon mutual agreement by both parties or when dictated by implementation of laws and rules becoming effective within the contract period as pertains to the scope of this contract and its attachments. Amendment to this contract is also made upon submission to and approval by DAAA of an amended budget.

VI. SCOPE AND PROVISION OF SERVICES

SUBRECIPIENT agrees to provide the services and activities necessary to comply with their approved FY2024 Proposal for Services. SUBRECIPIENT'S approved FY2024 Proposal for Services is incorporated by reference into this Agreement as set forth fully herein. The last approved budget, whether original or amended, shall be deemed applicable to this contract from the date of approval.

SUBRECIPIENT assures compliance with the following provisions relating to the services covered by this contract.

- a. **Eligibility** – The services covered by this contract serve only those individuals and groups eligible under the provisions of the Older Americans Act, as amended.
- b. **Residency** – No requirements as to duration of residence or citizenship as a condition of participation in the provision of services will be imposed on persons requesting services.
- c. **Prohibition of Means Test for Services** – SUBRECIPIENT shall provide all services funded by the Older Americans Act, as amended, without the use of any means test to determine eligibility for services.
- d. **Services to Private Membership Prohibited** – SUBRECIPIENT shall ensure that participation in nutrition site, senior center, adult day care or other support services under the Older Americans Act is not limited to membership in a specific private organization, group, association, or fraternal organization, nor show discriminating preference for such membership. Membership is never a prerequisite to receive an Older Americans Act funded service.

VII. TARGETING, OUTREACH AND COORDINATION

SUBRECIPIENT shall, in accordance with 42 U.S. Code (U.S.C.) Section 3026, and as addressed in the approved FY2024 Proposal for Services, assure it will use outreach efforts to identify individuals eligible for assistance under this contract, with special emphasis on: (1) older individuals with greatest economic need (with particular attention to low-income minority individuals); (2) older individuals who have greatest social need (with particular attention to low-income minority individuals); (3) older individuals with severe disabilities; (4) older individuals with limited English proficiency; (5) older individuals with Alzheimer's Disease and related disorders with neurological and organic brain dysfunction and the caretakers of such individuals; and (6) older individuals at risk for institutional placement.

SUBRECIPIENT shall establish procedures and mechanisms necessary to assure effective outreach and coordination within the local aging network to assure that various activities and programs operate pursuant to the Older Americans Act and 42 U.S.C. 3001 et seq. Outreach activities must be documented and must include, at a minimum, the type of outreach activities conducted, and the number of contacts made.

SUBRECIPIENT shall be actively involved in the local aging network through coordination with other Title III contractors and social service agencies to plan, identify and assess the need for services. Where appropriate and feasible, SUBRECIPIENT will work cooperatively with other entities to develop collaborative programs. The DAAA is responsible for identifying focal points within the region and these facilities are established to encourage the maximum collocation and coordination of services for older individuals. A list of the DAAA focal points is attached.

VIII. PERFORMANCE MEASURES

SUBRECIPIENT shall provide **Congregate Meals** to eligible participants. A unit of service for Congregate Meals is defined as **one meal**. The number of units of service under this project for the contract period shall be approximately **14,450 meals**. The number of unduplicated persons receiving services shall be approximately **60** eligible participants.

SUBRECIPIENT shall notify and request approval from DAAA for service delivery to vary from the number of contracted units of service or the number of unduplicated persons receiving the service by five percent or more (+/-5%)

IX. FUNDING OBLIGATIONS

SUBRECIPIENT acknowledges DAAA obligation hereunder for payment, in consideration of full and satisfactory performance of activities described in this contract, is limited to monies received from the Administration for Community Living (ACL), the State of Texas, and any other originating funding source.

SUBRECIPIENT understands that Texas Health and Human Services (HHS) operates on a reimbursement basis. Therefore, the SUBRECIPIENT must have sufficient financial solvency to sustain said contract performance until adequate funds are received by DAAA to compensate said SUBRECIPIENT.

DAAA shall not be liable to SUBRECIPIENT for costs incurred or performance rendered unless such costs and performances are strictly in accordance with the terms of this contract, including but not limited to, terms governing SUBRECIPIENT'S promised performance and unit rates and/or reimbursement capitations specified.

DAAA shall not be liable to SUBRECIPIENT for any expenditures which are not allowable costs under 2 CFR Part 200, as amended, or for which expenditures have not been made in accordance with the fiscal guidelines and requirements outlined by HHS.

DAAA shall not be liable to SUBRECIPIENT for expenditures made in violation of regulations promulgated under the OAA, as amended, or in violation of HHS rules, UGMS, or this contract.

De-obligation of funds shall occur based on year-to-date expenses. SUBRECIPIENT shall incur 50% of the projected expenses identified in the project budget by March 31, 2024, and at the monthly incremental equivalent percentages thereafter, through 100% by September 30, 2024. Otherwise, the DAAA may de-obligate those funds, making them no longer available for use by SUBRECIPIENT. If necessary, a notification shall be issued by the DAAA reducing the allocation by the amount in question and requiring submission of a budget amendment.

X. COMPENSATION AND ACKNOWLEDGEMENT

DAAA agrees to make payment to SUBRECIPIENT in the amounts and upon the terms and provisions as set forth in SUBRECIPIENT'S budget, and all attachments to this contract, and SUBRECIPIENT agrees to

accept such payments as full compensation for services performed hereunder. All payments shall be based on the performance information reported in the approved budget, reimbursement requests, and programmatic reports.

Reimbursement payments shall be made within 90 days of receipt of complete and correct reports.

Congregate Meals - DAAA will pay the SUBRECIPIENT on a unit rate basis for services rendered at a unit rate of \$8.68 for Title III units. Title III compensation for the provision of services shall not exceed \$124,948.60. The SUBRECIPIENT will provide a match of at least \$0. The unit rate for meals purchased with match funds shall be \$9.66.

The SUBRECIPIENT will provide a mandatory match of at least \$12,667.60.

SUBRECIPIENT agrees to provide services under an "at risk" unit rate or cost reimbursement methodology in accordance with the rules and program instructions of HHS and DAAA.

SUBRECIPIENT shall acknowledge funding and support by DAAA and HHS in all publicity and promotions relating to this project. The credit line should read:

"This (project, program, service) is supported, in part, by the Community Council of Greater Dallas/Dallas Area Agency on Aging and Texas Health and Human Services."

XI. PAYMENT METHODOLOGY

DAAA has no obligation to remit funds under the terms of this contract for services provided on a reimbursement basis, as defined in Section X, COMPENSATION, until SUBRECIPIENT has provided the service and reported such provision in a request for reimbursement. In the absence of written agreement to the contrary, DAAA will remit funds to SUBRECIPIENT subject to the appropriate administrative procedures and contingent upon receipt of funds from HHS and/or other funding sources.

SUBRECIPIENT shall report eligible units of service and actual allowable expenses to DAAA in frequency and in such manner, using any and all prescribed forms, as may be prescribed by DAAA.

Final payment shall be based on the information contained in the reimbursement system 45 working days following termination of this contract. This payment provision shall apply to final payment whether at completion of the contract period or in the event of early contract termination.

XII. REPORTING REQUIREMENTS

SUBRECIPIENT agrees to compile and submit all required fiscal and programmatic reports utilizing information management software provided by DAAA by the 6th day of the month following the month in which services were provided. SUBRECIPIENT agrees to maintain fiscal records to support reimbursement in conformity with the procedures established by HHS and DAAA. All fiscal and programmatic reports shall continue to be due throughout the entire contract period even though no additional services may be reimbursable under this contract.

SUBRECIPIENT shall complete and submit to DAAA all requests for funds on a DAAA-prescribed form in accordance with the rules and policies of DAAA. A final program report shall be submitted to DAAA on or before the date established by DAAA with not less than 45 days advance notice to SUBRECIPIENT. The total of all program reports including the final program report shall support and be reconciled to all funds received during the contract period. Under no circumstances shall requests for funds be submitted later than October 31, for the previous fiscal year, or after the final program report is submitted unless indicated otherwise by a funding source.

XIII. MATCH REQUIREMENTS

SUBRECIPIENT shall provide a minimum match of ten percent (10%) of the total project costs, as required by the OAA, as amended, and HHS rules.

Match shall be in accordance with 26 TAC §213.153. All match contributions shall be expended for goods and services necessary for and specifically identifiable in the approved FY 2024 Proposal for Services.

Match shall conform to the OAA regulations, 2 CFR Part 200, and HHS rules regarding match requirements or as required in requests for proposals issued by DAAA.

XIV. PROGRAM INCOME

Program income shall be administered in accordance with 26 TAC §213.153, UGMS Subpart C ____ 25 and all applicable HHS rules. SUBRECIPIENT shall use all program income and participant contributions collected under the approved FY2024 Proposal for Services to further eligible program outcomes. All program income and participant contributions collected and expended shall be documented and managed according to HHS Rules and Regulations.

Congregate Meals - Program income received as contributions will be accounted for and deposited in accordance with the written policies and procedures established by SUBRECIPIENT in accordance with HHS rules and regulations. Units of service will be purchased with program income at a unit rate of \$9.56 per unit. The goal for the program income shall be \$525.80.

XV. CONTRIBUTION POLICY

SUBRECIPIENT shall provide a voluntary opportunity for each eligible participant to contribute to the cost of services while protecting the individual's privacy. SUBRECIPIENT shall safeguard and account for such contributions and use such contributions to expand and/or enhance program outcomes.

XVI. MAINTENANCE OF RECORDS

SUBRECIPIENT shall retain all financial records, supporting documents, statistical records, and all other records relating to the performance of this contract. SUBRECIPIENT shall use any and all standard forms promulgated by DAAA, as applicable. The DAAA shall require the use of all such forms for all subrecipients and/or service contractors, as applicable.

All of the aforesaid records shall be made available, with reasonable notice, at SUBRECIPIENT'S office, and shall be maintained for at least seven (7) years after the termination of this agreement, or seven years after any audit findings and other disputes or litigation relating to this agreement, if any, have been resolved. Multi-site SUBRECIPIENT may maintain all records at a designated central location (i.e., administrative headquarters) for purposes of this section.

XVII. ACCESSIBILITY OF RECORDS

SUBRECIPIENT shall give DAAA, ACL, the Comptroller General of the United States, and the State of Texas, through any authorized representatives, the access to and right to examine all records, books, papers, contracts, or other documents related to this contract. Such right of access shall continue as long as such records, or any of them, are in existence, but shall not be less than seven (7) years following the end of this contract term or the resolution of any disputes relating to this contract, whichever is later. SUBRECIPIENT shall include the substance of this provision in all subcontracts. SUBRECIPIENT agrees the state auditor may conduct an audit or investigation of any entity receiving

funds from the state directly under the contract or indirectly through a subcontract under the contract. SUBRECIPIENT understands acceptance of funds directly under the contract or indirectly through a subcontract under the 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. SUBRECIPIENT understands under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to: (1) evaluating the entity's performance under the contract or subcontract; (2) determining the state's rights or remedies under the contract; or (3) evaluating whether the entity has acted in the best interest of the state.

XVIII. SERVICE PROVIDER REVIEW

In accordance with HHS rules, DAAA shall conduct reviews of SUBRECIPIENT programmatic and fiscal activities on a regular and systematic basis to ensure compliance with established policies and regulations.

XIX. AUDIT REQUIREMENTS

SUBRECIPIENT shall have an independent audit for any fiscal year in which it receives \$750,000 or more in Federal funds combined. SUBRECIPIENT shall submit a copy of an annual audit of SUBRECIPIENT, performed by an independent certified public accounting firm within nine months after the end of SUBRECIPIENT'S fiscal year, to DAAA. The audit shall cover SUBRECIPIENT'S entire organization and be conducted in accordance with generally accepted auditing standards. Audits performed under this Section are subject to review and resolution by DAAA or its authorized representative.

The audit shall be conducted and submitted in accordance with the standards for financial and compliance audits contained in the Standards for Audits of Governmental Organizations, Programs, Activities and Functions, issued by the U.S. General Accounting Office; the Single Audit Act of 1984; Title 2 CFR, Part 200 and Nonprofit Organizations; and UGMS.

SUBRECIPIENT understands and agrees SUBRECIPIENT shall be liable to DAAA for any costs disallowed as a result of unresolved questioned costs revealed during the audit. All questioned costs relating to a DAAA program shall be resolved within one hundred eighty (180) calendar days following receipt of SUBRECIPIENT'S audit by DAAA, otherwise disallowance of questioned costs shall be implemented, and SUBRECIPIENT shall be liable to DAAA for such disallowed costs.

SUBRECIPIENT shall have the right to appeal any such disallowance of costs in accordance with 26 TAC §213.153, Appeal Procedures for Area Agency on Aging Contractors.

SUBRECIPIENT shall procure audit services no less frequently than every five years. In the event the same audit firm is utilized for more than five consecutive years, SUBRECIPIENT shall request the audit firm assign a different audit manager to the project. The ability to assign a different audit manager shall be a consideration in the procurement for audit services.

SUBRECIPIENTS receiving funding under the \$750,000 threshold are required to have an accounting of the previous year's operations on file during the annual review process.

XX. IDENTIFICATION OF HIGH RISK

DAAA may identify a contractor as high risk in accordance with the UGMS, Grant Administration, Section III, Subpart B, paragraph __.12, 2 CFR Part 200, and HHS policies. DAAA may inform SUBRECIPIENT of the identification as high risk in writing. DAAA may state the effective date of the identification as high risk,

the nature of the issues that led to the identification as high risk, and any special conditions or restrictions. The identification as high risk may remain in effect until DAAA determines SUBRECIPIENT has taken corrective action sufficient to resolve the issues that led to the identification as high risk.

XXI. PAYMENT SUSPENSION, PENALTIES AND CONTRACT TERMINATION

In the event monitoring/evaluation activities by HHS, DAAA or its agents disclose deficiencies in SUBRECIPIENT'S performance, or its service providers supported under provisions of this contract, DAAA shall take appropriate remedial steps to resolve such non-compliance. Remedies such as a corrective action plan, training or other actions based on the identified risk may be required of SUBRECIPIENT by DAAA. Continued non-compliance or identification of unallowable or disallowable activities/actions/processes will result in sanctions or penalties or both in accordance with 26 TAC §213.5.

DAAA or SUBRECIPIENT may elect to terminate this contract upon ten (10) calendar days' written notice from the terminating party to the other party. SUBRECIPIENT, upon notification of termination, shall have the right to appeal for such termination following procedures outlined by DAAA.

This contract also may be terminated upon the occurrence of any of the following events:

- a. Discontinuance of funding to DAAA from HHS.
- b. Failure of SUBRECIPIENT to comply with any or all of the terms and conditions of this contract and any attachments thereto; or
- c. Mutual agreement between DAAA and SUBRECIPIENT.

In the event of termination, the SUBRECIPIENT shall submit final billings for units of service delivered pursuant to the contract. Final billings will be submitted to DAAA within fifteen (15) calendar days after date of termination. DAAA shall reimburse those units of service delivered in accordance with the contract, prior to termination.

At the date of termination, DAAA may require SUBRECIPIENT to transfer title and deliver to DAAA or to another authorized contractor any property acquired by Federal or State funds or assigned to SUBRECIPIENT by DAAA for the purposes of this contract.

SUBRECIPIENT may dispose of property having a current value, at the time of termination, of less than \$500, in any manner, and DAAA shall make no recovery. DAAA shall provide instructions to SUBRECIPIENT regarding disposition of all property having a current value, at the time of termination, of \$500 or more, within fifteen (15) days following notice of termination.

XXII. RECAPTURE OF PAYMENTS

If SUBRECIPIENT has failed to comply with the terms of this contract that govern the use of monies pursuant to this contract, or if SUBRECIPIENT has received funds in excess of those actually earned, DAAA may take appropriate action including the recapture of payment and/or withholding of funds.

XXIII. DATA USE AGREEMENT (Attachment A)

SUBRECIPIENT agrees to abide by the terms and conditions as agreed and signed in the Data Use Agreement (DUA) Attachment 1 attached.

XXIV. ASSURANCES & CERTIFICATIONS (Attachment B)

SUBRECIPIENT hereby provides all assurances required by law as set forth in Attachment B of this contract. All assurances and certifications contained in Attachment B are hereby incorporated by reference into this contract for all purposes as set forth fully herein. SUBRECIPIENT must certify compliance with assurances and certifications will be accomplished.

SUBRECIPIENT shall use due diligence to ensure reasonable steps have been taken to meet the criteria or standards stated within each assurance. Failure to comply with an assurance shall subject SUBRECIPIENT to penalties, disallowance of funds, and other action, up to and including termination.

XXV. DEBARMENT & SUSPENSION (Attachment C)

As required by Federal Executive Order 12549, Debarment and Suspension and implemented at 2 CFR Part 200, for prospective participants in Federal assistance programs:

SUBRECIPIENT certifies Attachment C to the best of his or her knowledge and belief, on behalf of the organization, defined as the primary participant in accordance with 45 CFR Part 76, and its principals.

SUBRECIPIENT also agrees by signing and submitting Attachment C, that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, in eligibility, and Voluntary Exclusion—Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

XXVI. LIABILITY TO THIRD PARTIES

DAAA does not assume any liability to third persons, nor will DAAA reimburse SUBRECIPIENT for its liability to third persons, with respect to loss due to death, bodily injury, or damage to property resulting in any way from the performance of this contract or any subcontract hereunder.

SUBRECIPIENT shall give DAAA or its representative immediate notice of any suit or action filed, or prompt notice of any claim made against SUBRECIPIENT arising out of the performance of this contract. SUBRECIPIENT shall furnish immediately to DAAA copies of all pertinent papers received by SUBRECIPIENT in connection with any such suit, action, or claim. DAAA or HHS shall have the option to intervene in such actions to represent their interests.

XXVII. CODE OF CONDUCT

SUBRECIPIENT shall maintain a written code or standards of conduct, which shall govern the performance of its officers, employees or agents engaged in the award and administration of this contract supported by Federal funds if a conflict of interest, real or apparent, arises. Such a conflict would arise when: the employee, officer or agent; any member of his immediate family; his/her partner; or an organization which employs, or is about to employ any of the above, has a financial or other interest in the entity selected for award.

SUBRECIPIENT'S officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value for any purpose that is or gives appearance of being motivated by a desire for private gain or favorable treatment for themselves or others, particularly those with whom they have family, business, or other personal ties.

No officer or member of SUBRECIPIENT and no other public official or officer or member of the Board of SUBRECIPIENT who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Contract which affects his personal or pecuniary interest, direct or indirect, in the Contract or the proceeds thereof.

XXVIII. INSURANCE AND LICENSING

SUBRECIPIENT shall secure licensing when appropriate and shall maintain adequate liability insurance to protect health and safety of clients and employees that comply with all applicable state and federal statutes. Proof of licensing and insurance shall be made available to monitoring agents upon request.

XXIX. FORCE MAJEURE

To the extent that either party to this contract shall be wholly or partially prevented from the performance within the terms of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, invasion, insurrection, accident, order of court, judge, or civil authority, an act of God, or any cause reasonably beyond the party's control and not attributable to its neglect, that in such event the service delivery shall be provided according to emergency management plans.

XXX. CONTRACT NOTICES

Any notice required to be given pursuant to the provisions of this contract shall be in writing and shall be deemed given upon actual receipt or upon deposit in the United States Postal Service Post Office with the proper postage affixed and addressed to the parties indicated on Page 1 of the opening statement of this contract until due notice has been given of a change of address.

For DAAA:
Sharla Myers
Chief Executive Officer
Community Council of Greater Dallas/
Dallas Area Agency on Aging
1341 W. Mockingbird Lane, Suite 1000W
Dallas, TX 75247

For SUBRECIPIENT:
Opal Mauldin-Jones, City Manager,
City of Lancaster
Name & Title
211 N Henry Street
Address
Lancaster, Texas, 75146
City, State, Zip

XXXI. POLITICAL ACTIVITY

No funds under this contract may be used in any way to attempt to pay 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 a federal grant, the making of a federal loan the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. SUBRECIPIENT, if a recipient of Federal assistance exceeding \$100,000 through HHS, will comply with 31 U.S.C. Section 1352.

XXXII. SECTARIAN INVOLVEMENT

SUBRECIPIENT shall ensure that no funds under this contract are used, either directly or indirectly, in the support of any religious or anti-religious activity, worship, or instruction. This clause shall be interpreted in light of HHS rule 26 TAC §213.203 and 2 CFR Part 200.

XXXIII. RIGHT TO APPEAL

Any applicant to provide services whose application or Proposal for Services is denied or whose contract is terminated or not renewed (except as provided in 2 CFR Part 200) has a right to appeal such action. The applicant shall give notice of appeal to DAAA within 10 days after it receives DAAA's action letter. Appeals Procedures adopted by HHS and codified at 26 TAC §213.7 will be used as the appeals process.

XXXIV. INDEPENDENT CONTRACTOR

In the performance of obligations under this contract, SUBRECIPIENT shall act as an independent contractor and not as an agent, representative or employee of DAAA. No employee, agent, or representative of SUBRECIPIENT shall be considered an employee of DAAA nor be eligible for any benefits, rights or privileges afforded to DAAA employees.

SUBRECIPIENT shall not subcontract or assign work to be performed under the terms of this contract to a third party without prior written notification to DAAA and prior written consent from the DAAA Director. SUBRECIPIENT, in subcontracting any of the performance herein, understands and assures that its subcontractor shall comply with the terms and conditions of the contract.

XXXV. ORAL AND WRITTEN AGREEMENT

All oral or written agreements made prior to this contract have been reduced to writing and are contained herein by the execution of this contract including any proposals submitted by the SUBRECIPIENT. SUBRECIPIENT evidences its understanding and agrees that any prior agreement is terminated as of the effective date of this contract. Both parties agree that DAAA shall not be liable for any costs incurred by SUBRECIPIENT except to the extent provided in this contract. When 45 CFR, or its appendices, provide that a cost is allowable only when authorized in writing, the cost will not be allowable unless written approval from DAAA is obtained prior to the expenditure.

XXXVI. EMERGENCY MANAGEMENT

SUBRECIPIENT shall coordinate with the DAAA, the Texas Department of Public Safety, the Federal Emergency Management Agency (FEMA), county and local government entities and engage in those activities that meet the needs of the elderly during and after natural, civil defense, and/or man-made disasters.

In the event of a disaster, whether man-made, natural or of a civil defense nature, SUBRECIPIENT will provide and coordinate appropriate resources to federal disaster relief agencies and may provide equipment and resources for the following activities: temporary shelter; nutrition services; food preparation; transportation and volunteers.

XXXVII. SEVERABILITY

The invalidity or unenforceability of any provision of this contract will not affect the validity or enforceability of any other provision of this contract.

XXXVIII. APPLICATION OF LAW & VENUE

All claims against DAAA by SUBRECIPIENT seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief, arising under or relating to the contract shall be filed in Dallas County.

In the case of claims requiring federal jurisdiction, filing shall be within the Federal court district in which alleged events occur or in which the DAAA administrative office resides.

XXXIX. SURVIVAL OF TERMS

The following portions of this Agreement shall survive termination: VI, XI, XII, XVII, XIX, XXI, XXII, XXV, XXIX, XXXIV, XXXV, XXXVII, and XXXVIII.

XXXX. ACCEPTANCE OF CONTRACT

I, the undersigned, certify that I have read and understand the terms of this contract and that this agency will abide by them. I further certify that I am authorized to sign for the SUBRECIPIENT agency.

FOR SUBRECIPIENT:

CITY OF LANCASTER

Opal Mauldin-Jones
City Manager

Signature of Official

Date

**FOR THE COMMUNITY COUNCIL OF
GREATER DALLAS/DALLAS AREA AGENCY
ON AGING:** Sharla Myers
Chief Executive Officer


Signature

9/28/2023
Date

✓

ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM

HHS CONTRACT NUMBER

539-11-0013-00001

The DUA between HHS and Community Council of Greater Dallas establishes the permitted and required uses and disclosures of Confidential Information by Contractor.

Contractor has subcontracted with City of Lancaster (Subcontractor) for performance of duties on behalf of CONTRACTOR which are subject to the DUA. Subcontractor acknowledges, understands and agrees to be bound by the same terms and conditions applicable to Contractor under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. Contractor and Subcontractor agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right, but not the obligation, to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

Contractor and Subcontractor assure HHS that any Breach as defined by the DUA that Subcontractor Discovers shall be reported to HHS by Contractor in the time, manner and content required by the DUA.

If Contractor knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by Subcontractor that constitutes a material breach or violation of the DUA or the Subcontractor's obligations, Contractor shall:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with Subcontractor, if feasible;
3. Notify HHS immediately upon Discovery of the pattern of activity or practice of Subcontractor that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps Contractor is taking to cure or end the violation or terminate Subcontractor's contract or arrangement.

CONTRACTOR

SUBCONTRACTOR

BY:



SIGNATURE:

NAME:

Sharla Myers

NAME: Opal Mauldin-Jones

TITLE:

Chief Executive Officer

TITLE: City Manager

DATE

September 1, 2023

DATE: October 9,

2023

9/28/23 2:17 PM

Provider Name: City of Lancaster

AAA Name: Area Agency on Aging of Dallas County

Congregate Meals

BUDGET WORKSHEET CALCULATION OF THE PER MEAL UNIT RATE

1. Total Budgeted Expenses for Contract Year 1. \$ 138,154.50

2. Total Number of Anticipated Meals to be Provided by Funding Source

HHS OAAA	14,395	Other Funds Eligible Meals	0	Other Sources 5	0
Program Income	55	Other Funds Non-Eligible Meals	0	Other Sources 6	0
					2. 14,450

3. Whole Unit Rate (Line 1 divided by Line 2) 3. \$ 9.58

Reimbursement Calculation

	HHS OAAA
4. Projected NSIP per Meal Value	0.73
5. Rate Less NSIP per Meal Value	\$ 8.83
6. Mandatory Local Match of 10%	\$ 0.88
** If Applicable, Match Reduction From the In-kind Match Certification form	\$
Required Cash Match	\$ 0.88
7. Proposed Meal Rate (Line 3 minus Line 6)	\$ 8.88

** If any portion of the required match is in-kind, you must complete an In-Kind Match Certification form.

By signing below, the provider acknowledges that all related records are subject to audit in accordance with contract requirements and all applicable federal and state laws.

City of Lancaster
Legal Name of Contracted Provider

Dpat Mauldin-Jones
Printed/Typed Name of Signer

Signature

Date

Area Agency on Aging of Dallas County
Name of Area Agency on Aging

Sharia Myers
Printed/Typed Name of Signer

Signature

September 28, 2023
Date

MINUTES

LANCASTER RECREATIONAL DEVELOPMENT CORPORATION REGULAR MEETING OF NOVEMBER 14, 2023

The Members of the Lancaster Recreational Development Corporation (LRDC) Board met in a Regular Meeting in the Lancaster Recreation Center Grand Hall, 1700 Veterans Memorial Parkway, Lancaster, TX 75134 on November 14, 2023 at 7:00 p.m. with a quorum present to-wit:

LRDC Board Members Present:

Mary Sykes, Chair
William Freeman, Vice Chair
Linda Halton
Sheila Wilson
LaMonica Hudleton

LRDC Board Members Absent:

Harmonica Mays
Latitia Carter

City Staff Present:

Dori Lee, Assistant City Manager
Lisa Wube, Director of Parks and Recreation
Kimberly Burse, Administrative Secretary

Call to Order:

Chair Mary Sykes called the Lancaster Recreational Development Corporation Board Regular Meeting to order at 7:03 p.m. on November 14, 2023.

Public Testimony:

At this time citizens who have pre-registered before the meeting will be allowed to speak on consent or action items on the agenda, with the exception of public hearings, for a length of time not to exceed three minutes. 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.

There were no speakers.

CONSENT AGENDA:

1. Consider approval of minutes from the Lancaster Recreational Development Corporation Board Regular Meeting held on August 15, 2023.

MOTION: Board Member Sheila Wilson made a motion, seconded by Board Member Linda Halton. The vote was cast 5 for, 0 against (Harmonica Mays and Latitia Carter absent).

PUBLIC HEARING:

2. Conduct a Public Hearing and consider the 2023-2024 Standards of Care for Youth Programs operated by the City of Lancaster Parks and Recreation Department.

Lisa Wube, Director of Parks and Recreation, presented the Standards of Care for Youth Programs.

There were no speakers.

MOTION: Board Member LaMonica Hudleton made a motion to close the public hearing, seconded by Board Member Linda Halton. The vote was cast 5 for, 0 against (Harmonica Mays and Latitia Carter absent).

MOTION: Board Member William Freeman made a motion to recommend the Standards of Care for Youth Programs for City Council Consideration, seconded by Board Member Linda Halton. The vote was cast 5 for, 0 against (Harmonica Mays and Latitia Carter absent).

ACTION AGENDA:

3. Discuss and consider approving the terms and conditions of an agreement by and between the City of Lancaster and the Dallas Area Agency on Aging (DAAA) for continuation of the Congregate Meals Program for the Lancaster Senior Life Center.

Lisa Wube, Director of Parks and Recreation, presented the Dallas Area Agency on Aging (DAAA) Congregate Meals Program.

MOTION: Board Member Sheila Wilson made a motion, seconded by Board Member LaMonica Hudleton to approve the continuation of the agreement. The vote was cast 5 for, 0 against (Harmonica Mays and Latitia Carter absent).

ADJOURNMENT:

MOTION: Board Member LaMonica Hudleton made a motion, seconded by Board Member Linda Halton to adjourn. The vote was cast 5 for, 0 against (Harmonica Mays and Latitia Carter absent).

Meeting was adjourned at 7:18 p.m.

ATTEST:

APPROVED:

Dori Lee, Board Liaison

Mary Sykes, Chair

CITY OF LANCASTER CITY COUNCIL

City Council Special Work Session and Regular Meeting

5.

Meeting Date: 01/22/2024

Policy Statement: This request supports the City Council 2023-2024 Policy Agenda

Goal(s): Healthy, Safe & Engaged Community

Submitted by: Samuel Urbanski, Police Chief

Agenda Caption:

Consider an ordinance repealing Chapter 14, Article 14.02, Division 2 Curfew.

Background:

H.B. 1819, which became effective on September 1, 2023, prohibits cities from adopting or enforcing an ordinance or other measure that imposes a curfew on juveniles (persons younger than 18 years of age);

Operational Considerations:

From and after the effective date of this Ordinance, Section 18.06.012, "Facility scheduling; reservation procedures.," is hereby deleted in its entirety and replaced with a new Section 18.06.012, also entitled "Facility scheduling; reservations procedures.," to hereafter read as follows:

§ 18.06.012

Facility scheduling; reservation procedures.

(a) Requests for reservations for any of the facilities in any of the parks must be made through the parks and recreation department. Such reservations must be requested in person no later than two (2) weeks (14 days) prior to the date for which the reservation is requested.

(b) Parties and activities involving minors ages 11 to 17 require the following:

(1) Reservations will not exceed 50 minors per event.

(2) One city police officer in uniform for every 25 minors.

(3) Guest list must be provided. No individuals will be permitted to enter the reservation unless named on the list.

(4) Participants are not allowed to leave the reservation once checked in.

(6) One chaperone (age 25 or older) for every 25 minors.

(7) City-sponsored events shall be exempt.

(c) The Parks and Recreation Director is authorized to refuse or deny any request for reservations for reasonable cause. The Parks and Recreation Director further has the right and obligation to cancel or suspend any such reservation previously issued if, in the opinion of the Parks and Recreation Director, such cancellation or suspension is in the best interests of the citizens of the city and/or is necessary for the maintenance and control of facilities under the responsibility of the parks and recreation department.

Legal Considerations:

This ordinance was prepared by the City Attorney. This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

Public Information Considerations:

Pursuant to Section 52.011 of the Local Government Code the City Secretary is hereby directed to publish in the Official Newspaper of the City of Lancaster the Caption, Penalty, and Effective Date Clause of this Ordinance.

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

Options/Alternatives:

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

Recommendation:

Staff recommends approval as presented.

Attachments

Ordinance

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, REPEALING ARTICLE 14.02, "MINORS," DIVISION 2 "CURFEW," OF CHAPTER 14, "OFFENSES AND ADDITIONAL PROVISIONS," OF THE CODE OF ORDINANCES OF THE CITY OF LANCASTER; AND AMENDING OF ARTICLE 18.06, "PARKS AND RECREATION," THROUGH THE AMENDMENT OF ARTICLE 18.06, "PARKS AND RECREATIONS," BY ADOPTING A NEW SECTION 18.06.012, "FACILITY SCHEDULING; RESERVATION PROCEDURES."; THROUGH THE AMENDMENT OF ARTICLE 18.06, "PARKS AND RECREATION," BY DELETING SECTION 18.06.012, "FACILITY SCHEDULING; RESERVATION PROCEDURES.", IN ITS ENTIRETY AND REPLACING SAID SECTION WITH A NEW SECTION 18.06.012, ALSO ENTITLED "FACILITY SCHEDULING; RESERVATION PROCEDURES.", AS SET FORTH HEREIN BELOW PROVIDING FOR A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 14, Article 14.02, Division 2 curfew of the City's Code of Ordinances ("Code") contains the City's Curfew ordinances and

WHEREAS, H.B. 1819, which became effective on September 1, 2023, prohibits cities from adopting or enforcing an ordinance or other measure that imposes a curfew on juveniles (persons younger than 18 years of age); and

WHEREAS, as a result of this law, juvenile curfew ordinances are no longer enforceable; and

WHEREAS, this ordinance amends the Code by repealing the City's juvenile curfew ordinances and application of the curfew ordinance within the Code.

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

SECTION 1. FINDINGS INCORPORATED All of the above premises are found to be the true and correct legislative determinations of the City of Lancaster and they are hereby approved and incorporated into the body of this ordinance as if copied in their entirety.

SECTION 2. AMENDMENT OF CHAPTER 14 "OFFENSES AND ADDITIONAL PROVISIONS," ARTICLE 14.02, "MINORS," DIVISION 2, "CURFEW,": BY REPEALING DIVISION 2 "CURFEW," IN ITS ENTIRETY INCLUDING SECTIONS 14.02.031 "DEFINITIONS.", SECTION 14.02.032 "OFFENSES.", SECTION 14.01.033 "DEFENSES.", SECTION 14.02.034 "ENFORCEMENT.", SECTION 14.02.035 "REVIEW OF ORDINANCE.", SECTION 14.02.036 "PENALTY." From and after the effective date of this Ordinance, the City of Lancaster Code of Ordinances, Chapter 14, "Offenses and Additional provisions," Article 14.02 "Minors," Division 2 "Curfew," is hereby amended by repealing in its entirety Chapter 14, Article 14.02, Division 2 "Curfew."

SECTION 3. AMENDMENT OF CHAPTER 18, "STREETS AND PUBLIC PLACES," BY DELETING SECTION 18.06.012, "FACILITY SCHEDULING; RESERVATION PROCEDURES," IN ITS ENTIRETY AND ADOPTING A NEW SECTION 18.06.012, "FACILITY SCHEDULING; RESERVATION PROCEDURES" From and after the effective date of this Ordinance, Section 18.06.012, "Facility scheduling; reservation procedures.," is hereby deleted in its entirety and replaced with a new Section 18.06.012, also entitled "Facility scheduling; reservations procedures.," to hereafter read as follows: § 18.06.012 Facility scheduling; reservation procedures. (a) Requests for

reservations for any of the facilities in any of the parks must be made through the parks and recreation department. Such reservations must be requested in person no later than two (2) weeks (14 days) prior to the date for which the reservation is requested. (b) Parties and activities involving minors ages 11 to 17 require the following: (1) Reservations will not exceed 50 minors per event. (2) One city police officer in uniform for every 25 minors. (3) Guest list must be provided. No individuals will be permitted to enter the reservation unless named on the list. (4) Participants are not allowed to leave the reservation once checked in. (6) One chaperone (age 25 or older) for every 25 minors. (7) City-sponsored events shall be exempt. (c) The parks and recreation director is authorized to refuse or deny any request for reservations for reasonable cause. The parks and recreation director further has the right and obligation to cancel or suspend any such reservation previously issued if, in the opinion of the parks and recreation director, such cancellation or suspension is in the best interests of the citizens of the city and/or is necessary for the maintenance and control of facilities under the responsibility of the parks and recreation department. (d) At the conclusion of the reservation of any facility, the facility must be left in a clean and orderly condition. All applicants agree, by signing of the reservation contract, to pay the cost of repairing any damage to park property incurred by the group using the facility as determined by the parks and recreation department. (e) All facilities that are not reserved are available for use by the general public on a first come, first served basis. A listing of reserved facilities, including the time of reservation and the party holding such reservation, will be maintained by the parks and recreation department and will be available for inspection during regular working hours.

SECTION 4. CUMULATIVE REPEALER This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 5. SEVERABILITY It is hereby declared to be the intention of the City Council of the City of Lancaster that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance should be declared unconstitutional by valid judgment or final decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Ordinance, since the same would have been enacted by the City Council without incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 6. PUBLICATION The City Secretary is hereby directed to publish in the Official Newspaper of the City of Lancaster the Caption, Penalty, and Effective Date Clause of this Ordinance as required by Section 52.011 of the Local Government Code.

SECTION 7. ENGROSSMENT AND ENROLLMENT The City Secretary of the City of Lancaster is hereby directed to engross and enroll this Ordinance by copying the exact Caption and the Effective Date clause in the minutes of the City Council of the City of Lancaster and by filing this Ordinance in the Ordinance records of the City.

DULY PASSED by the City Council of the City of Lancaster, Texas on this the 22nd day of January 2024

ATTEST:

Sorangel O. Arenas, City Secretary

APPROVED:

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

CITY OF LANCASTER CITY COUNCIL

City Council Special Work Session and Regular Meeting

6.

Meeting Date: 01/22/2024

Policy Statement: This request supports the City Council 2023-2024 Policy Agenda

Goal(s): Sound Infrastructure

Submitted by: Nyliah Acosta, Assistant Director of Development Services

Agenda Caption:

M24-4 Discuss and consider a resolution to accept two (2) water meter easements (both being 1,000 square feet or 0.23 acre) from Walmart Stores East, LP., (Grantor) to the City of Lancaster (Grantee) for the installation, construction, operation, maintenance, replacement, repair, upgrade and/or removal of water lines and all necessary or desirable structures, facilities and appurtenances necessary to provide a secondary and separate connection to the City water system; establishing conditions, providing for the furnishing of certified copy of this resolution for recording in the property records of Dallas County, Texas as a deed.

Background:

This is a request to accept two water easements from Walmart Stores East, LP to serve a 163.351 tract within the Samuel Keller Survey, Abstract Number 720 for Walmart Cold Storage.

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

Operational Considerations:

The City Council will consider accepting water easements where property access adjoining public water lines is required, such as taps or water meter connections, and it is determined to be necessary and serves a public purpose for the City. The easements will serve as the location for water meter vaults.

Legal Considerations:

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

Public Information Considerations:

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

Options/Alternatives:

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

Recommendation:

Staff recommends approval, as presented.

Attachments

Resolution

Recording Document

Exhibit 1

RESOLUTION NO.

A RESOLUTION (M24-4) OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, ACCEPTING TWO (2) ONE THOUSAND (1,000) SQUARE FEET OR 0.23 ACRE WATER METER EASEMENTS FROM WALMART STORES EAST, LP GRANTOR; TO THE CITY OF LANCASTER FOR THE CONSTRUCTION, MAINTENANCE AND OPERATION OF TWO (2) WATER METERS AND APPURTENANCES NECESSARY TO PROVIDE A CONNECTION TO THE CITY WATER SYSTEM; ESTABLISHING CONDITIONS, PROVIDING FOR THE FURNISHING OF A CERTIFIED COPY OF THIS RESOLUTION FOR RECORDING IN THE REAL PROPERTY RECORDS OF DALLAS COUNTY, TEXAS AS A DEED; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Walmart Stores East, LP ("Grantor") is the owner of certain real property located with the City of Lancaster; and

WHEREAS, the City of Lancaster ("City") requires easements for the construction, maintenance and operation of water meters and appurtenances necessary to provide a connection to the City water system; and

WHEREAS, the Grantor desires to dedicate to the City such water easements ("Easement") as provided in the Exhibit A and the attachments thereto; and

WHEREAS, the City finds that such easements, as depicted in the attached Exhibit 1 and attachments thereto is for a public purpose and hereby accepts the Easements from the Grantor under the terms and conditions provided in the Exhibit A.

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

SECTION 1. That the City of Lancaster hereby finds and determines that it is in the best interest of the public health, safety and welfare to accept the water meter easements from Walmart Stores East, LP., Grantor, which is described in the attached Exhibit 1 hereto and incorporated herein.

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

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

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 22nd day of January, 2024.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

EASEMENT AND RIGHT OF WAY

This Easement (this "Easement") is made as of January 22, 2024, by and between Walmart Stores East, LP, 2608 Southeast J Street, Bentonville, AR, 72716, herein after referred to as ("Grantor"), and the **City of Lancaster, Texas** ("Grantee").

RECITALS:

Whereas, Grantor is the fee simple owner of the two 0.023-acre (1,000 square foot) easements being more particularly described by metes and bounds and outlined on **Exhibit 1** attached hereto (the "Easement Property"); and

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

Now, therefore, for good and valuable consideration of Ten Dollars (\$10.00), the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. **Easement.** Grantor hereby grants and conveys to Grantee, its successors and assigns, a non-exclusive easement in, over and across the Easement Property for the sole purposes of construction, maintenance and operation of a water meter and any appurtenances related thereto. The Easement granted herein shall include the right to access the Easement Property. Grantee covenants and agrees to repair, replace and reinstall any vegetation, landscaping and/or improvements damaged by Grantee. Grantee further covenants and agrees to protect, indemnify, and hold harmless Grantor from any claims, demands, expenses, losses, damages or injuries (including death) to persons or property to the extent caused by Grantee's negligence or willful misconduct in the construction, operation and maintenance or use of the Easement.

2. **Grantor's Use of Easement Property.** Grantor hereby reserves the right to use and enjoy the Easement Property for any and all purposes Grantor desires, subject only to the limitation that such use and enjoyment will not damage or unreasonably interfere with Grantee's permitted uses.

3. **Attorneys' Fees and Costs.** If any legal or other proceeding is instituted to enforce any term of this Easement, the party prevailing in any such proceeding shall be paid all of the legal costs, expenses and fees including attorneys' fees by the other party, and if any judgment is secured by such prevailing party all such legal costs, expenses and fees shall be included in any such judgment.

4. **Title and Authority.** The Grantor hereby represents that it has the legal authority to enter into and execute this Easement and to perform all of the obligations and duties herein.

5. **Governing Law.** This Easement shall be governed and interpreted in accordance with the laws of the State of Texas.

6. **Headings.** The headings contained in this Easement are for reference purposes only and will not in any way affect the meaning or interpretation hereof.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed this Easement on the respective dates set forth in the respective acknowledgments below, to be effective as of the date appearing in the acknowledgment below of the last party to sign this Easement.

GRANTOR:

Walmart Stores East, LP

By: _____

Its: Director of Construction

Date: _____

STATE OF ARKANSAS §
 §
COUNTY OF BENTONVILLE §

This instrument was acknowledged before me on _____, 2024, by Cliff Mathis (personally known to me or proved to me through as identification), Director of Construction of Walmart Stores East, LP.

Notary Public, State of Arkansas

My Commission Expires:

Printed/Typed Name

IN WITNESS WHEREOF, the parties have executed this Easement on the respective dates set forth in the respective acknowledgments below, to be effective as of the date appearing in the acknowledgment below of the last party to sign this Easement.

GRANTEE:

City of Lancaster, Texas

By: _____

Its: _____

Date: _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2024, by _____ (Name) (personally known to me or proved to me through _____ as identification, _____ (Title) of the City of Lancaster, Texas, a municipality in the State of Texas, in the capacity therein stated, for and on behalf of said municipality.

Notary Public, State of Texas

My Commission Expires:

Printed/Typed Name

Exhibit 1
Metes and Bounds Description
0.023 Acre
10-foot Meter Easement - North
Samuel Keller Survey, Abstract No. 720
Lancaster, Dallas County Texas

BEING a 0.023-acre (1,000 square feet) tract of land situated in the Samuel Keller Survey, Abstract No. 720, City of Lancaster, Dallas County, Texas as described in Special Warranty Deed to Wal-mart Stores East, LP, as recorded in Instrument No. 202100027181, Official Public Records, Dallas County, Texas (O.P.R.D.C.T.), and being more particularly described by metes and bounds as follows:

COMMENCING at a mag nail (record monument (r.m.)) found for the northeast corner of said Wal-mart tract, same being in the south line of Pleasant Run Road (130' right-of-way), same being in the centerline of Cornell Road (prescriptive roadway);

THENCE South 0 degrees 22 minutes 09 seconds East, with the common east line of said Wal-mart tract and centerline of said Cornell Road, a distance of 908.87 feet to the **POINT OF BEGINNING**;

THENCE South 0 degrees 22 minutes 09 seconds East, continuing with the common east line of said Wal-mart tract and centerline of said Cornell Road, a distance of 10.00 feet to a point for corner, from which a mag nail (record monument (r.m.)) found for the southeast corner of said Wal-mart tract bears South 0 degrees 22 minutes 09 seconds East, a distance of 2082.36 feet;


THENCE South 89 degrees 37 minutes 51 seconds West, departing the centerline of said Cornell Road, over and across said Wal-mart tract, a distance of 100.00 feet to a point for corner;

THENCE North 0 degrees 22 minutes 09 seconds West, over and across said Wal-mart tract, a distance of 10.00 feet to a point for corner;

THENCE North 89 degrees 37 minutes 51 seconds East, over and across said Wal-mart Tract, a distance of 100.00 feet to the **POINT OF BEGINNING** and containing 1,000 square feet or 0.023 acre of land, more or less.

Bearings hereon are referenced to the Texas State Plain Coordinate System, North Central Zone (4202), Epoch 2010.00 referenced to the monumented east line of the referenced Walmart Stores East tract, (S 00°22'09" E)

Manhard Consulting
TBPELS Firm No. 10194754
12225 Greenville Avenue, Suite 1000
Dallas, TX 75243
972.972.4250


12/1/22 Paul Hubert
RPLS No. 1942



ABBREVIATIONS

D.R.D.C.T. = DEED RECORDS, DALLAS COUNTY, TEXAS
 O.P.R.D.C.T. = OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS
 R.O.W. = RIGHT-OF-WAY

PLEASANT RUN ROAD

(60' RIGHT-OF-WAY)

N89°27'21"E

POINT OF COMMENCEMENT
 MAG NAIL FND

WAL-MART STORES EAST, LP

INST. No. 202100027181
 O.P.R.D.C.T.

CENTERLINE ROAD

S00°22'09"E 908.87'

GRAPHIC SCALE
 0 25 50
 (IN FEET)
 1 inch = 50 ft.



N89°37'51"E 100.00'
 S00°22'09"E 10.00'
 N89°37'51"E 100.00'

10' x 100' WATER METER EASEMENT
 1,000 SQ. FT.
 0.023 ACRE

S00°22'09"E 10.00'

S00°22'09"E 2082.36'

(PRESCRIPTIVE ROADWAY)

CORNELL ROAD

MAG NAIL FND

GREEN ROAD

(PRESCRIPTIVE ROADWAY)

BEARS HEREON ARE BASED ON THE TEXAS STATE PLANE
 COORDINATE SYSTEM, NORTH CENTRAL ZONE, 4202, NORTH
 AMERICAN DATUM 1983 (2011), EPOCH 2010, GIVING THE
 MONUMENTED NORTH LINE OF SAID SCHLACHTER TRACT A
 BEARING OF S 58°46'59" W.

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PAUL HUBERT
 RPLS NO. 1942

Paul Hubert
 12/1/23



Manhard
 CONSULTING

12225 Greenville Avenue, Suite 1000, Dallas, TX 75243 ph: 972.972.4250 manhard.com
 Civil Engineers | Surveyors | Water Resource Engineers | Water & Waste Water Engineers
 Construction Managers | Environmental Scientists | Landscape Architects | Planners
 Texas Board of Professional Engineers and Land Surveyors Registration No. F-10194754

WESTRIDGE INDUSTRIAL PARK**LANCASTER, DALLAS COUNTY, TX****PROPOSED WATER LINE EASEMENT**

DRAWN BY:

PH

DATE:

12/1/2022

SCALE:

1" = 50'

CODE:

611.004

Exhibit 1
Metes and Bounds Description
0.023 Acre
Meter Easement South
Samuel Keller Survey, Abstract No. 720
Lancaster, Dallas County Texas

BEING a 0.023-acre (1,000 square feet) tract of land situated in the Samuel Keller Survey, Abstract No. 720, City of Lancaster, Dallas County, Texas as described in Special Warranty Deed to Wal-mart Stores East, LP, as recorded in Instrument No. 202100027181, Official Public Records, Dallas County, Texas (O.P.R.D.C.T.), and being more particularly described by metes and bounds as follows:

COMMENCING at a mag nail (record monument (r.m.)) found for the northeast corner of said Wal-mart tract, same being in the south line of Pleasant Run Road (130' right-of-way), same being in the centerline of Cornell Road (prescriptive roadway);

THENCE South 0 degrees 22 minutes 09 seconds East, with the common east line of said Wal-mart tract and centerline of said Cornell Road, a distance of 1,385.63 feet to the **POINT OF BEGINNING**;

THENCE South 0 degrees 22 minutes 09 seconds East, continuing with the common east line of said Wal-mart tract and centerline of said Cornell Road, a distance of 10.00 feet to a point for corner, from which a mag nail (record monument (r.m.)) found for the southeast corner of said Wal-mart tract bears South 0 degrees 22 minutes 09 seconds East, a distance of 1603.11 feet;


THENCE South 89 degrees 37 minutes 51 seconds West, departing the centerline of said Cornell Road, over and across said Wal-mart tract, a distance of 100.00 feet to a point for corner;

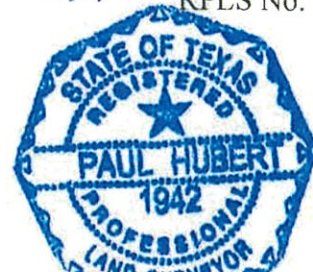
THENCE North 0 degrees 22 minutes 09 seconds West, over and across said Wal-mart tract, a distance of 10.00 feet to a point for corner;

THENCE North 89 degrees 37 minutes 51 seconds East, over and across said Wal-mart tract, a distance of 100.00 feet to the **POINT OF BEGINNING**, containing 1,000 square feet or 0.023 acre of land, more or less.

Bearings hereon are referenced to the Texas State Plain Coordinate System, North Central Zone (4202), Epoch 2010.00 referenced to the monumented east line of the referenced Walmart Stores East tract, (S 00°22'09" E)

Manhard Consulting
TBPELS Firm No. 10194754
12225 Greenville Avenue, Suite 1000
Dallas, TX 75243
972.972.4250


12/1/22 Paul Hubert
RPLS No. 1942



ABBREVIATIONS

D.R.D.C.T. = DEED RECORDS, DALLAS COUNTY, TEXAS
 O.P.R.D.C.T. = OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS
 R.O.W. = RIGHT-OF-WAY

PLEASANT RUN ROAD

(60' RIGHT-OF-WAY)

N89°27'21"E

POINT OF COMMENCEMENT
 MAG NAIL FND

WAL-MART STORES EAST, LP

INST. No. 202100027181
 O.P.R.D.C.T.

CENTERLINE ROAD

S00°22'09"E 1,385.63'

N89°37'51"E 100.00'

S00°22'09"E
 10.00'

N89°37'51"E 100.00'

S00°22'09"E
 10.00'

10' x 100' WATER METER EASEMENT
 1,000 SQ. FT.
 0.023 ACRE

S00°22'09"E 1605.61'

(PRESCRIPTIVE ROADWAY)

CORNELL ROAD

MAG NAIL FND

GREEN ROAD

(PRESCRIPTIVE ROADWAY)

BEARS HEREON ARE BASED ON THE TEXAS STATE PLANE
 COORDINATE SYSTEM, NORTH CENTRAL ZONE, 4202, NORTH
 AMERICAN DATUM 1983 (2011), EPOCH 2010, GIVING THE
 MONUMENTED NORTH LINE OF SAID SCHLACHTER TRACT A
 BEARING OF S 58°46'59" W.

PAUL HUBERT
 RPLS NO. 1942



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Manhard
CONSULTING

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 Civil Engineers | Surveyors | Water Resource Engineers | Water & Waste Water Engineers
 Construction Managers | Environmental Scientists | Landscape Architects | Planners
 Texas Board of Professional Engineers and Land Surveyors Registration No. F-10194754

WESTRIDGE INDUSTRIAL PARK**LANCASTER, DALLAS COUNTY, TX****PROPOSED WATER LINE EASEMENT**

DRAWN BY:

PH

DATE:

12/1/2022

SCALE:

1" = 50'

CODE:

611.004

CITY OF LANCASTER CITY COUNCIL

City Council Special Work Session and Regular Meeting

7.

Meeting Date: 01/22/2024

Policy Statement: This request supports the City Council 2023-2024 Policy Agenda

Goal(s): Sound Infrastructure
Quality Development

Submitted by: Kim Haynie, Senior Planner

Agenda Caption:

M24-7 Discuss and consider a resolution accepting a 15-foot public sanitary sewer easement, being 4,865 square feet or 0.112 acre on Lot 1, Block 1, out of the 24 Hour Wrecker Service Addition, located on the southeast side of the intersection of N. Jefferson Street and E. Sixth Street, addressed as 600 & 616 N. Jefferson Street.

Background:

1. **Location and Size:** The property is located on the southeast side of the intersection of N. Jefferson Street and E. Sixth Street, addressed as 600 & 616 N. Jefferson Street. The easement property is 0.112 acres in size.
2. **Current Zoning:** The subject property is zoned Light Industrial (LI).
3. **Adjacent Properties:**
North: Light Industrial (LI) - Undeveloped Land, single-family residence
South: Light Industrial (LI) - Undeveloped Land
East: Light Industrial (LI) - Undeveloped Land
West: Single-Family Residential (SF-6) Historic Overlay District - Single-Family Residences and undeveloped Lots
4. **Comprehensive Plan Compatibility:** The Future Land Use Plan of the Comprehensive Plan designates the site as Commercial Corridor.

5. **Case History:**

Date	Body	Action
12/05/2023	P&Z	PS24-11 Approved Preliminary Plat
6/12/2023	CC	Z23-09 Approved SUP for Towing and Impound Yard
5/02/2023	P&Z	Z23-09 Recommend Approval of SUP for Towing and Impound Yard
10/19/1989	CC	Adopted Zoning Map

Operational Considerations:

The City Council will consider accepting the sewer easement where property access to the public sewer line is required. It is determined to be necessary and serves a public purpose for the City. There is currently an existing 15-foot public sewer line at this location; however no easement exists.

Legal Considerations:

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

Public Information Considerations:

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

Options/Alternatives:

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

Recommendation:

Staff recommends approval, as presented.

Attachments

Resolution

Recording Document

Exhibit 1

Location Map

RESOLUTION NO.

A RESOLUTION (M24-7) OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, ACCEPTING ONE (1) 4,865 SQUARE FEET OR 0.112 ACRE SANITARY SEWER EASEMENT FROM 24 HOUR WRECKER SERVICE, INC. GRANTOR; TO THE CITY OF LANCASTER FOR THE CONSTRUCTION, MAINTENANCE AND OPERATION OF ONE (1) SANITARY SEWER LINE AND APPURTENANCES NECESSARY TO PROVIDE A CONNECTION TO THE CITY SANITARY SEWER SYSTEM; ESTABLISHING CONDITIONS, PROVIDING FOR THE FURNISHING OF A CERTIFIED COPY OF THIS RESOLUTION FOR RECORDING IN THE REAL PROPERTY RECORDS OF DALLAS COUNTY, TEXAS AS A DEED; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, 24 Hour Wrecker Service, Inc., ("Grantor") is the owner of certain real property located within the City of Lancaster; and

WHEREAS, the City of Lancaster ("City") requires easements for the construction, maintenance and operation of the sanitary sewer lines and appurtenances necessary to provide a connection to the City sanitary sewer system.

WHEREAS, the Grantor desires to dedicate to the City a sanitary sewer easement ("Easement") as provided in Exhibit A and the attachments thereto; and

WHEREAS, the City finds that such easement, as depicted in the attached Exhibit 1 and attachments thereto is for a public purpose and hereby accepts the Easement from the Grantor under the terms and conditions provided in the Exhibit A.

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

SECTION 1. That the City of Lancaster hereby finds and determines that it is in the best interest of the public health, safety and welfare to accept the sanitary sewer easements from 24 Hour Wrecker Service, Inc., Grantor, which is described in the attached Exhibit 1 hereto and incorporated herein.

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

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

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 22nd day of January, 2024.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

EASEMENT AND RIGHT OF WAY

This Easement (this "Easement") is made as of January 22, 2024, by and between 24 hour Wrecker Service, Inc., 600 & 616 N Jefferson St Lancaster, TX, 75146, herein after referred to as ("Grantor"), and the **City of Lancaster, Texas** ("Grantee").

RECITALS:

Whereas, Grantor is the fee simple owner of that certain 4,865 square feet or 0.112 of an acre of property being more particularly described by metes and bounds and outlined on **Exhibit 1** attached hereto (the "Easement Property"); and

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

Now, therefore, for good and valuable consideration of Ten Dollars (\$10.00), the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. **Easement.** Grantor hereby grants and conveys to Grantee, its successors and assigns, a non-exclusive easement in, over and across the Easement Property for the sole purposes of construction, maintenance and operation of a sanitary sewer line and any appurtenances related thereto. The Easement granted herein shall include the right to access the Easement Property. Grantee covenants and agrees to repair, replace and reinstall any vegetation, landscaping and/or improvements damaged by Grantee. Grantee further covenants and agrees to protect, indemnify, and hold harmless Grantor from any claims, demands, expenses, losses, damages or injuries (including death) to persons or property to the extent caused by Grantee's negligence or willful misconduct in the construction, operation and maintenance or use of the Easement.

2. **Grantor's Use of Easement Property.** Grantor hereby reserves the right to use and enjoy the Easement Property for any and all purposes Grantor desires, subject only to the limitation that such use and enjoyment will not damage or unreasonably interfere with Grantee's permitted uses.

3. **Attorneys' Fees and Costs.** If any legal or other proceeding is instituted to enforce any term of this Easement, the party prevailing in any such proceeding shall be paid all of the legal costs, expenses and fees including attorneys' fees by the other party, and if any judgment is secured by such prevailing party all such legal costs, expenses and fees shall be included in any such judgment.

4. **Title and Authority.** The Grantor hereby represents that it has the legal authority to enter into and execute this Easement and to perform all of the obligations and duties herein.

5. **Governing Law.** This Easement shall be governed and interpreted in accordance with the laws of the State of Texas.

6. **Headings.** The headings contained in this Easement are for reference purposes only and will not in any way affect the meaning or interpretation hereof.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed this Easement on the respective dates set forth in the respective acknowledgments below, to be effective as of the date appearing in the acknowledgment below of the last party to sign this Easement.

GRANTOR:

24 hour Wrecker Service, Inc.

By: _____

Its: _____

Date: _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2024, by _____ (Name) (personally known to me or proved to me through as identification), _____ (Title) of 24 hour Wrecker Service, Inc.

Notary Public, State of Texas

My Commission Expires:

Printed/Typed Name

IN WITNESS WHEREOF, the parties have executed this Easement on the respective dates set forth in the respective acknowledgments below, to be effective as of the date appearing in the acknowledgment below of the last party to sign this Easement.

GRANTEE:

City of Lancaster, Texas

By: _____

Its: _____

Date: _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

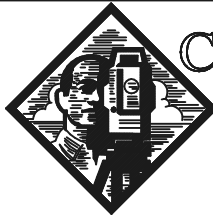
This instrument was acknowledged before me on _____, 2024, by _____ (Name) (personally known to me or proved to me through _____ as identification, _____ (Title) of the City of Lancaster, Texas, a municipality in the State of Texas, in the capacity therein stated, for and on behalf of said municipality.

Notary Public, State of Texas

My Commission Expires:

Printed/Typed Name

Exhibit 1
15' SANITARY SEWER EASEMENT
Located in the
Roderick Rawlins Headright Survey,
Abstract No. 1223
City of Lancaster
Dallas County, Texas



Coombs Land Surveying, Inc.

P. O. Box 6160 Fort Worth, Texas 76115

(817) 920-7600

T.B.P.L.S. FIRM No. 10111800

CLS JOB No. 23-0007

LEGAL DESCRIPTION

15' SANITARY SEWER EASEMENT

BEING a 15-foot wide strip of land located in the RODERICK RAWLINS HEADRIGHT SURVEY, ABSTRACT No. 1223, City of Lancaster, Dallas County, Texas, being a portion of Block 69, Original Town of Lancaster and being located across those certain tracts of land described in deeds to 24 Hour Wrecker Service, Inc., recorded in Clerk's File No. 202300126752 and 202300194769 of the Deed Records of Dallas County, Texas and being more particularly described by metes and bounds as follows:

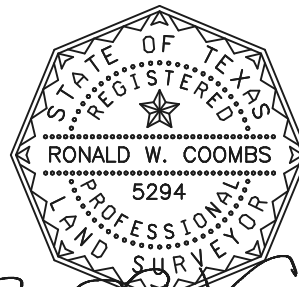
BEGINNING at a point in the North boundary line of said 24 Hour Wrecker Service Tract, lying N 88° 33' 13" E, 272.88 feet along said boundary line from a 1/2-inch iron rod found at the Northwest corner thereof;

THENCE N 88° 33' 13" E, 16.00 feet along the North boundary line of said 24 Hour Wrecker Service Tract to a point from which a chain link fence post found for reference bears N 88° 33' 13" E, 186.41 feet;

THENCE S 21° 47' 37" E, 313.95 feet departing said boundary line to a point in the East boundary line of said 24 Hour Wrecker Service Tract, lying in a northerly boundary line of that certain tract of land described in deed to Michael Vaughan, recorded in Clerk's File No. 202300121930 of the Deed Records of Dallas County, Texas;

THENCE S 22° 53' 23" W, 21.33 feet along the common boundary line between said 24 Hour Wrecker Service Tract and said Vaughan Tract to a point from which a 1/2-inch iron rod found with orange plastic cap stamped "R. W. COOMBS RPLS 5294" at the Southeast corner of said 24 Hour Wrecker Service Tract bears S 22° 53' 23" W, 91.94 feet;

THENCE N 21° 47' 37" W, 334.68 feet departing said boundary line to the PLACE OF BEGINNING, containing 0.112 acre (4,865 square feet) of land.



Ronald W. Coombs

Exhibit 1
15' SANITARY SEWER EASEMENT
 Located in the
Roderick Rawlins Headright Survey,
Abstract No. 1223
City of Lancaster
Dallas County, Texas



Coombs Land Surveying, Inc.

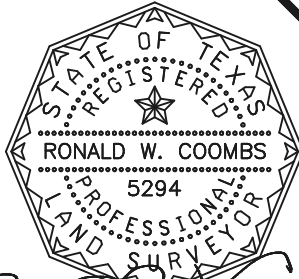
P. O. Box 6160 Fort Worth, Texas 76115

(817) 920-7600

T.B.P.L.S. FIRM No. 10111800

CLS JOB No. 23-0007

BEARINGS SHOWN HEREON ARE GRID BEARINGS
 BASED ON THE TEXAS STATE PLANE COORDINATE
 SYSTEM, NORTH CENTRAL TEXAS ZONE (NAD 83)
 AS ESTABLISHED BY GPS.



ELVIS D. JACKSON
(DEED NOT FOUND)

JOHNIFER MCKINNEY
 CC# 202200320796
 D.R.D.C.T.

MARTIN MUNOZ
CC# 201700130382
D.R.D.C.T.

E. SIXTH ST.

**PLACE OF
 BEGINNING**

**15' SANITARY
 SEWER ES'MT.**
 0.112 Ac.
 4,865 S.F.

24 HOUR WRECKER SERVICE, INC.
CC# 202300194769
D.R.D.C.T.

BLOCK 69
ORIGINAL TOWN OF LANCASTER
VOL. F. PG. 92
M.R.D.C.T.

24 HOUR WRECKER SERVICE, INC.
CC# 202300126752
D.R.D.C.T.

MICHAEL VAUGHAN
CC# 202300121930
D.R.D.C.T.

BLOCK 68
ORIGINAL TOWN OF LANCASTER
VOL. F. PG. 92
M.R.D.C.T.

BLOCK 71
 ORIGINAL TOWN OF LANCASTER
 VOL. F. PG. 92
 M.R.D.C.T.

PAMELA LAUGHLIN
 VOL. 2002128, PG. 10327
 D.R.D.C.T.

E. W. FITZHUGH
 VOL. 2002128, PG. 10327
 D.R.D.C.T.

LOT 27-C

MAY ADDITION
 VOL. 2003018, PG. 68
 M.R.D.C.T.

LOT 27-B

LOT 27-A

E. FIFTH ST.

N. JEFFERSON STREET
 VARIABLE WIDTH ROW.

APPROXIMATE BLOCK LINE

APPROXIMATE BLOCK LINE

APPROXIMATE BLOCK LINE

BURLINGTON NORTHERN SANTA FE RAILROAD
 100' ROW.

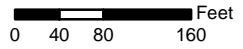
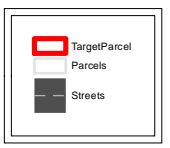
SCALE: 1" = 100'

SHEET 2 OF 2

City of Lancaster 600 & 616 N Jefferson Zoned: LI



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: 11/28/2023



CITY OF LANCASTER CITY COUNCIL

City Council Special Work Session and Regular Meeting

8.

Meeting Date: 01/22/2024

Policy Statement: This request supports the City Council 2023-2024 Policy Agenda

Goal(s): Sound Infrastructure
Quality Development

Submitted by: Kim Haynie, Senior Planner

Agenda Caption:

M24-8 Discuss and consider a resolution accepting a 15-foot public sanitary sewer easement, being a 1,690 square feet or 0.39 acre easement on Lot 1, Block 1, out of the North Jefferson Industrial Park Addition, located on the southeast side of the intersection of N. Jefferson and Fifth Street, addressed as 500 N. Jefferson Street, City of Lancaster, Dallas County, Texas.

Background:

1. **Location and Size:** The property is located on the southeast side of the intersection of N. Jefferson and Fifth Street. The easement property is 0.39 acres in size.
2. **Current Zoning:** The subject property is zoned Light Industrial (LI).
3. **Adjacent Properties:**
 - North:** Light Industrial (LI)- Undeveloped Land
 - South:** Light Industrial (LI) Downtown Design District Overlay- Self Storage, Auto Service, Single-Family Dwelling
 - East:** Light Industrial (LI); Single Family Dwelling (SF-6)- City Facility, BNSF Railroad
 - West:** Single-Family Residential (SF-6) Historic District Overlay; Commercial Service (CS) Historic District Overlay - Single Family Residences, Commercial Use
4. **Comprehensive Plan Compatibility:** The Future Land Use Plan of the Comprehensive Plan designates the site as Commercial Corridor.

5. **Case History:**

Date	Body	Action
12/05/2023	P&Z	PS24-10 Approved Preliminary Plat
10/19/1989	CC	Adopted Zoning Map

Operational Considerations:

The City Council will consider accepting the sewer easement where property access to the public sewer line is required. It is determined to be necessary and serves a public purpose for the City. The easement will serve as the location for an existing 15-foot public sewer line that currently has no easement.

Legal Considerations:

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

Public Information Considerations:

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

Options/Alternatives:

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

Recommendation:

Staff recommends approval, as presented.

Attachments

Resolution

Recording Document

Exhibit 1

Location Map

RESOLUTION NO.

A RESOLUTION (M24-8) OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, ACCEPTING A 1,690 SQUARE FEET OR 0.039 ACRE SANITARY SEWER EASEMENT FROM MICHAEL VAUGHAN, GRANTOR; TO THE CITY OF LANCASTER FOR THE CONSTRUCTION, MAINTENANCE AND OPERATION OF A SANITARY SEWER AND APPURTENANCES NECESSARY TO PROVIDE A CONNECTION TO THE CITY SANITARY SEWER SYSTEM; ESTABLISHING CONDITIONS, PROVIDING FOR THE FURNISHING OF A CERTIFIED COPY OF THIS RESOLUTION FOR RECORDING IN THE REAL PROPERTY RECORDS OF DALLAS COUNTY, TEXAS AS A DEED; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Michael Vaughan, ("Grantor") is the owner of certain real property located within the City of Lancaster; and

WHEREAS, the City of Lancaster ("City") requires an easement for the construction, maintenance and operation of the sanitary sewer and appurtenances necessary to provide a connection to the City sanitary sewer system.

WHEREAS, the Grantor desires to dedicate to the City such sanitary sewer easement ("Easement") as provided in the Exhibit A and the attachments thereto; and

WHEREAS, the City finds that such an easement, as depicted in the attached Exhibit 1 and attachments thereto is for a public purpose and hereby accepts the Easement from the Grantor under the terms and conditions provided in the Exhibit A.

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

SECTION 1. That the City of Lancaster hereby finds and determines that it is in the best interest of the public health, safety and welfare to accept the sanitary sewer easements from Michael Vaughan, Grantor, which is described in the attached Exhibit 1 hereto and incorporated herein.

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

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

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 22nd day of January, 2024.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

EASEMENT AND RIGHT OF WAY

This Easement (this "Easement") is made as of January 22, 2024, by and Michael Vaughn, 1313 Celtic Ash Drive, Grand Prairie, TX, 75146, herein after referred to as ("Grantor"), and the **City of Lancaster, Texas** ("Grantee").

RECITALS:

Whereas, Grantor is the fee simple owner of that certain 1,690 square feet or 0.039 acre of property being more particularly described by metes and bounds and outlined on **Exhibit 1** attached hereto (the "Easement Property"); and

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

Now, therefore, for good and valuable consideration of Ten Dollars (\$10.00), the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. **Easement.** Grantor hereby grants and conveys to Grantee, its successors and assigns, a non-exclusive easement in, over and across the Easement Property for the sole purposes of construction, maintenance and operation of a sanitary sewer line and any appurtenances related thereto. The Easement granted herein shall include the right to access the Easement Property. Grantee covenants and agrees to repair, replace and reinstall any vegetation, landscaping and/or improvements damaged by Grantee. Grantee further covenants and agrees to protect, indemnify, and hold harmless Grantor from any claims, demands, expenses, losses, damages or injuries (including death) to persons or property to the extent caused by Grantee's negligence or willful misconduct in the construction, operation and maintenance or use of the Easement.

2. **Grantor's Use of Easement Property.** Grantor hereby reserves the right to use and enjoy the Easement Property for any and all purposes Grantor desires, subject only to the limitation that such use and enjoyment will not damage or unreasonably interfere with Grantee's permitted uses.

3. **Attorneys' Fees and Costs.** If any legal or other proceeding is instituted to enforce any term of this Easement, the party prevailing in any such proceeding shall be paid all of the legal costs, expenses and fees including attorneys' fees by the other party, and if any judgment is secured by such prevailing party all such legal costs, expenses and fees shall be included in any such judgment.

4. **Title and Authority.** The Grantor hereby represents that it has the legal authority to enter into and execute this Easement and to perform all of the obligations and duties herein.

5. **Governing Law.** This Easement shall be governed and interpreted in accordance with the laws of the State of Texas.

6. **Headings.** The headings contained in this Easement are for reference purposes only and will not in any way affect the meaning or interpretation hereof.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed this Easement on the respective dates set forth in the respective acknowledgments below, to be effective as of the date appearing in the acknowledgment below of the last party to sign this Easement.

GRANTOR:

Michael Vaughn

By: _____

Its: _____

Date: _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2024, by _____(Name) (personally known to me or proved to me through identification), as Michael Vaughan, property owner, of 500 N. Jefferson.

Notary Public, State of Texas

My Commission Expires:

Printed/Typed Name

IN WITNESS WHEREOF, the parties have executed this Easement on the respective dates set forth in the respective acknowledgments below, to be effective as of the date appearing in the acknowledgment below of the last party to sign this Easement.

GRANTEE:

City of Lancaster, Texas

By: _____

Its: _____

Date: _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

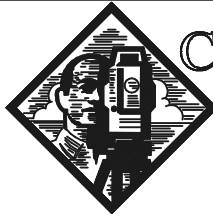
This instrument was acknowledged before me on _____, 2024, by _____ (Name) (personally known to me or proved to me through _____ as identification, _____ (Title) of the City of Lancaster, Texas, a municipality in the State of Texas, in the capacity therein stated, for and on behalf of said municipality.

Notary Public, State of Texas

My Commission Expires:

Printed/Typed Name

Exhibit 1
15' SANITARY SEWER EASEMENT
Located in the
Roderick Rawlins Headright Survey,
Abstract No. 1223
City of Lancaster
Dallas County, Texas



Coombs Land Surveying, Inc.
P. O. Box 6160 Fort Worth, Texas 76115
(817) 920-7600
T.B.P.L.S. FIRM No. 10111800
CLS JOB No. 23-0007

LEGAL DESCRIPTION

15' SANITARY SEWER EASEMENT

BEING a 15-foot wide strip of land located in the RODERICK RAWLINS HEADRIGHT SURVEY, ABSTRACT No. 1223, City of Lancaster, Dallas County, Texas, being a portion of Block 68, Original Town of Lancaster and located across that certain tract of land described in deed to Michael Vaughan, recorded in Clerk's File No. 202300121930 of the Deed Record of Dallas County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at an "X" cut on concrete curb found at the Northwest corner of said Vaughan Tract and said Block 68, being the Southwest corner of that certain tract of land described in deed to 24 Hour Wrecker Service, Inc., recorded in Clerk's File No. 202300126752 of the Deed Records of Dallas County, Texas, and the Southwest corner of Block 69, said Original Town of Lancaster and in the East right-of-way line of North Jefferson Street (a variable width right-of-way);

Thence along the common boundary line between said Vaughan Tract and said 24 Hour Wrecker Service Tract with the common line between said Block 68 and 69 as follows:

N 88° 43' 51" E, 354.92 feet to a 1/2-inch iron rod found with orange plastic cap stamped "R. W. COOMBS RPLS 5294" at the Southeast corner of said 24 Hour Wrecker Service Tract;

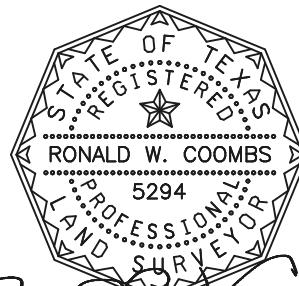
N 22° 53' 23" E, 91.94 feet to a point at the PLACE OF BEGINNING of the strip herein described;

THENCE N 22° 53' 23" E, 21.33 feet continuing along said boundary line and said Block line to a point;

THENCE S 21° 47' 37" E, 109.77 feet departing said boundary line to a point in the Easterly boundary line of aforesaid Vaughan Tract, lying in the Westerly right-of-way line of the Burlington Northern Santa Fe Railroad (a 100-foot wide right-of-way);

THENCE S 13° 50' 22" W, 25.75 feet along the Easterly boundary line of said Vaughan Tract with the Westerly right-of-way line of said Railroad to a point from which a 1/2-inch iron rod found with orange plastic cap stamped "R. W. COOMBS RPLS 5294" at the most Easterly Southeast corner of said Vaughan Tract bears S 13° 50' 22" W, 268.06 feet;

THENCE N 21° 47' 37" W, 115.53 feet departing said boundary line and said right-of-way line to the PLACE OF BEGINNING, containing 0.039 acre (1,690 square feet) of land.



Ronald W. Coombs

Exhibit 1
15' SANITARY SEWER EASEMENT
 Located in the
Roderick Rawlins Headright Survey,
Abstract No. 1223
City of Lancaster
Dallas County, Texas



Coombs Land Surveying, Inc.

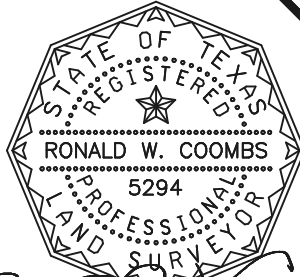
P. O. Box 6160 Fort Worth, Texas 76115

(817) 920-7600

T.B.P.L.S. FIRM No. 10111800

CLS JOB No. 23-0007

BEARINGS SHOWN HEREON ARE GRID BEARINGS
 BASED ON THE TEXAS STATE PLANE COORDINATE
 SYSTEM, NORTH CENTRAL TEXAS ZONE (NAD 83)
 AS ESTABLISHED BY GPS.



Ronald W. Coombs

* LINE TABLE *			
L1	N 22°53'23"E	21.33'	
L2	S 21°47'37"E	109.77'	
L3	S 13°50'22"W	25.75'	
L4	N 21°47'37"W	115.53'	

24 HOUR WRECKER SERVICE, INC.
 CC# 202300194769
 D.R.D.C.T.

BLOCK 69
 ORIGINAL TOWN OF LANCASTER
 VOL. F, PG. 92
 M.R.D.C.T.

24 HOUR WRECKER SERVICE, INC.
 CC# 202300126752
 D.R.D.C.T.

**PLACE OF
 BEGINNING**

**POINT OF
 COMMENCING**

APPROXIMATE BLOCK LINE
 N 88°43'51"E 354.92'

**15' SANITARY
 SEWER ES'MT.**

0.039 Ac.
 1,690 S.F.

MICHAEL VAUGHAN
 CC# 202300121930
 D.R.D.C.T.

BLOCK 68
 ORIGINAL TOWN OF LANCASTER
 VOL. F, PG. 92
 M.R.D.C.T.

BLOCK 71
 ORIGINAL TOWN OF LANCASTER
 VOL. F, PG. 92
 M.R.D.C.T.

LOT 19

LOT 20

E. W. FITZHUGH
 VOL. 2002128, PG. 10327
 D.R.D.C.T.

LOT 27-C

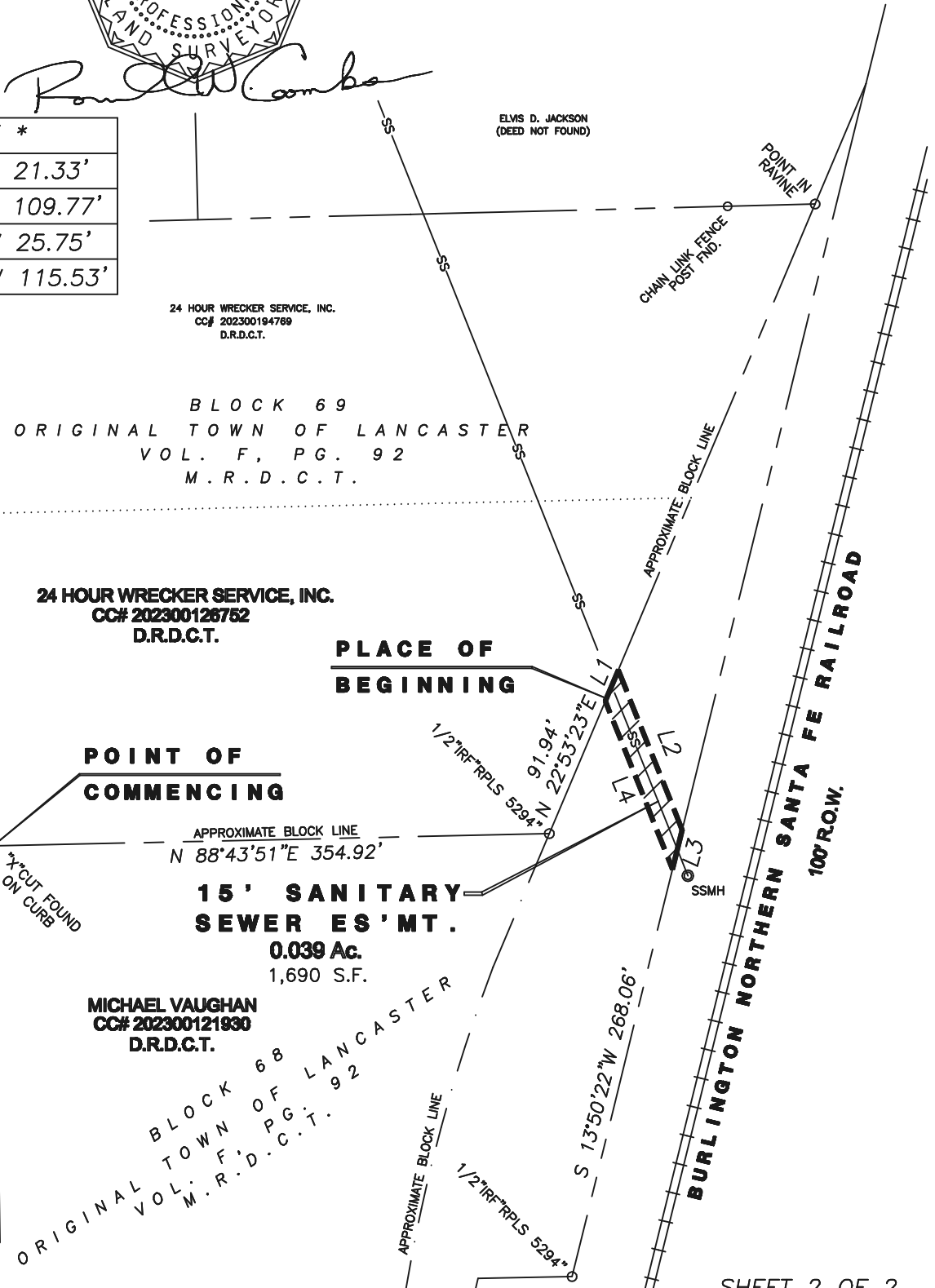
MAY ADDITION
 VOL. 2003018, PG. 68
 M.R.D.C.T.

LOT 27-B

LOT 27-A

N. JEFFERSON STREET
 VARIABLE WIDTH R.O.W.

E. FIFTH ST.



SCALE: 1" = 100'

SHEET 2 OF 2

City of Lancaster 500 Jefferson Zoned: LI



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.



0 50 100 200 Feet

Date: 11/10/2023



CITY OF LANCASTER CITY COUNCIL

City Council Special Work Session and Regular Meeting

9.

Meeting Date: 01/22/2024

Policy Statement: This request supports the City Council 2023-2024 Policy Agenda

Goal(s): Sound Infrastructure
Quality Development

Submitted by: Nyliah Acosta, Assistant Director of Development Services

Agenda Caption:

M24-9 Discuss and consider a resolution to accept two (2) water meter easements (both being 450 square feet) from Walmart Fulfillment Services, LLC (Grantor) to the City of Lancaster (Grantee) for the installation, construction, operation, maintenance, replacement, repair, upgrade and/or removal of a water meter and all necessary or desirable structures; establishing conditions, providing for the furnishing of certified copy of this resolution for recording in the property records of Dallas County, Texas as a deed.

Background:

This is a request to accept two water easements from Walmart Fulfillment Services, LLC to serve a 291.68 acre tract within the Dowdy Survey Abstract No. 388, ML Swing Survey Abstract No. 766 and the M. Lavender Abstract No 766 for e-commerce.

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

Operational Considerations:

The City Council will consider accepting the water meter easements where property access to the meter is required, such as taps or water meter connections, and it is determined to be necessary and serve a public purpose for the City. The easement will serve as the location for water meter.

Legal Considerations:

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

Public Information Considerations:

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

Options/Alternatives:

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

Recommendation:

Staff recommends approval as presented.

Attachments

Resolution

Recording Document

Exhibit 1

RESOLUTION NO.

A RESOLUTION (M24-9) OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, ACCEPTING TWO (2) FOUR HUNDRED FIFTY (450) SQUARE FEET WATER METER EASEMENTS FROM WALMART FULFILLMENT SERVICES, INC., GRANTOR; TO THE CITY OF LANCASTER FOR THE CONSTRUCTION, MAINTENANCE AND OPERATION OF TWO (2) WATER METERS AND APPURTENANCES NECESSARY TO PROVIDE A CONNECTION TO THE CITY WATER SYSTEM; ESTABLISHING CONDITIONS, PROVIDING FOR THE FURNISHING OF A CERTIFIED COPY OF THIS RESOLUTION FOR RECORDING IN THE REAL PROPERTY RECORDS OF DALLAS COUNTY, TEXAS AS A DEED; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Walmart Fulfillment Services, Inc., ("Grantor") is the owner of certain real property located with the City of Lancaster; and

WHEREAS, the City of Lancaster ("City") requires easements for the construction, maintenance and operation of water meters and appurtenances necessary to provide a connection to the City water system; and

WHEREAS, the Grantor desires to dedicate to the City such water easements ("Easements") as provided in the Exhibit A and the attachments thereto; and

WHEREAS, the City finds that such easements, as depicted in the attached Exhibit 1 and attachments thereto is for a public purpose and hereby accepts the Easements from the Grantor under the terms and conditions provided in the Exhibit A.

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

SECTION 1. That the City of Lancaster hereby finds and determines that it is in the best interest of the public health, safety and welfare to accept the water meter easements from Walmart Fulfillment Services, Inc., Grantor, which is described in the attached Exhibit 1 hereto and incorporated herein.

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

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

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 22nd day of January, 2024.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

EASEMENT AND RIGHT OF WAY

This Easement (this "Easement") is made as of January 22, 2024, by and between Walmart Fulfillment Services, Inc., 2608 Southeast J Street, Bentonville, AR, 72716, herein after referred to as ("Grantor"), and the **City of Lancaster, Texas** ("Grantee").

RECITALS:

Whereas, Grantor is the fee simple owner of the two 450 square foot easements being more particularly described by metes and bounds and outlined on **Exhibit 1** attached hereto (the "Easement Property"); and

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

Now, therefore, for good and valuable consideration of Ten Dollars (\$10.00), the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. **Easement.** Grantor hereby grants and conveys to Grantee, its successors and assigns, a non-exclusive easement in, over and across the Easement Property for the sole purposes of construction, maintenance and operation of a water meter and any appurtenances related thereto. The Easement granted herein shall include the right to access the Easement Property. Grantee covenants and agrees to repair, replace and reinstall any vegetation, landscaping and/or improvements damaged by Grantee. Grantee further covenants and agrees to protect, indemnify, and hold harmless Grantor from any claims, demands, expenses, losses, damages or injuries (including death) to persons or property to the extent caused by Grantee's negligence or willful misconduct in the construction, operation and maintenance or use of the Easement.

2. **Grantor's Use of Easement Property.** Grantor hereby reserves the right to use and enjoy the Easement Property for any and all purposes Grantor desires, subject only to the limitation that such use and enjoyment will not damage or unreasonably interfere with Grantee's permitted uses.

3. **Attorneys' Fees and Costs.** If any legal or other proceeding is instituted to enforce any term of this Easement, the party prevailing in any such proceeding shall be paid all of the legal costs, expenses and fees including attorneys' fees by the other party, and if any judgment is secured by such prevailing party all such legal costs, expenses and fees shall be included in any such judgment.

4. **Title and Authority.** The Grantor hereby represents that it has the legal authority to enter into and execute this Easement and to perform all of the obligations and duties herein.

5. **Governing Law.** This Easement shall be governed and interpreted in accordance with the laws of the State of Texas.

6. **Headings.** The headings contained in this Easement are for reference purposes only and will not in any way affect the meaning or interpretation hereof.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed this Easement on the respective dates set forth in the respective acknowledgments below, to be effective as of the date appearing in the acknowledgment below of the last party to sign this Easement.

GRANTOR:

Walmart Fulfillment Services, Inc.

By: _____

Its: Director of Construction

Date: _____

STATE OF ARKANSAS §
 §
COUNTY OF BENTON §

This instrument was acknowledged before me on _____, 2024, by Cliff Mathis (personally known to me or proved to me through as identification), Director of Construction of Walmart Fulfillment Services, Inc.

Notary Public, State of Texas

My Commission Expires:

Printed/Typed Name

IN WITNESS WHEREOF, the parties have executed this Easement on the respective dates set forth in the respective acknowledgments below, to be effective as of the date appearing in the acknowledgment below of the last party to sign this Easement.

GRANTEE:

City of Lancaster, Texas

By: _____

Its: _____

Date: _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2024, by _____ (Name) (personally known to me or proved to me through _____ as identification, _____ (Title) of the City of Lancaster, Texas, a municipality in the State of Texas, in the capacity therein stated, for and on behalf of said municipality.

Notary Public, State of Texas

My Commission Expires:

Printed/Typed Name

Exhibit 1
Water Meter Easement No. 1
M. Lavender Survey, Abstract No. 766
Lancaster, Dallas County Texas

BEING a 10-foot wide tract of land located in the M. Lavender Survey, Abstract No. 766, Lancaster, Dallas County Texas, being part of that tract described in Special Warranty Deed to Walmart Fulfillment Services, Inc, as recorded in Instrument No. 202100028186, Official Public Records Dallas County Texas (OPRDCT), and being more particularly described as follow:

COMMENCNG at a 5/8-inch iron rod found for the northwest corner of said Walmart tract, same being the northeast corner of remainder of that tract described in DEED to Roddy Brothers as recorded in Volume 889, Page 504, Deed Records Dallas County Texas (DRDCT), and being on the southerly right of way line for Beltline Road (variable width right of way);

THENCE S 85°42'54" E with the line common to said Beltline Road and the Walmart tract, a distance of 211.66 feet to a found 5/8-inch iron rod for the beginning of a curve;

THENCE easterly continuing with said common line and along the arc of said curve to the left, having a central angle of 01°28'10", a radius of 5,779.65, an arc length of 147.95 feet, and a chord of S 86°26'54" E, 147.94 feet, to the POINT OF BEGINNING;

THENCE easterly continuing with said common line and along the arc of said curve to the left, having a central angle of 00°05'57", a radius of 5,779.65, an arc length of 10.00 feet, and a chord of S 87°13'52" E, 10.00 feet;

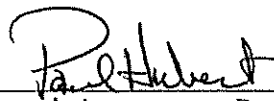
THENCE S 04°18'15" W leaving said common line, a distance of 45.00 feet to a point for corner

THENCE N 87°26'33" W, a distance of 10.00 feet to a point for corner;

THENCE N 04°18'15" E, a distance of 45.00 feet to the POINT OF BEGINNING, containing 450 square feet of land, more or less.

Bearings hereon are referenced to the Texas State Plain Coordinate System, North Central Zone (4202), Epoch 2010.00 referenced to the southeast line of the referenced Walmart Fulfillment Services, Inc, (S 58°46'59" W)

Manhard Consulting
TBPELS Firm No. 10194754
12225 Greenville Avenue, Suite 1000
Dallas, TX 75243
972.972.4250


12/1/22 Paul Hubert
RPLS No. 1942

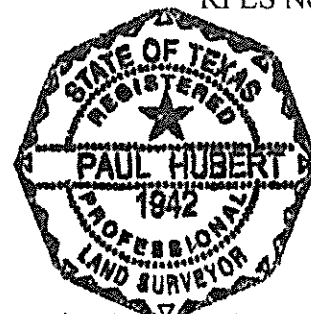


Exhibit 1
Water Meter Easement No. 2
M. Lavender Survey, Abstract No. 766
Lancaster, Dallas County Texas

BEING a 10-foot wide tract of land located in the M. Lavender Survey, Abstract No. 766, Lancaster, Dallas County Texas, being part of that tract described in Special Warranty Deed to Walmart Fulfillment Services, Inc, as recorded in Instrument No. 202100028186, Official Public Records Dallas County Texas (OPRDCT), and being more particularly described as follow:

COMMENCING at a 5/8-inch iron rod found for the northwest corner of said Walmart tract, same being the northeast corner of remainder of that tract described in DEED to Roddy Brothers as recorded in Volume 889, Page 504, Deed Records Dallas County Texas (DRDCT), and being on the southerly right of way line for Beltline Road (variable width right of way);

THENCE S 85°42'54" E with the line common to said Beltline Road and the Walmart tract, a distance of 211.66 feet to a found 5/8-inch iron rod for the beginning of a curve;

THENCE easterly continuing with said common line and along the arc of said curve to the left, having a central angle of 01°40'45", a radius of 5,779.65, an arc length of 169.40 feet, and a chord of S 86°13'17" E, 169.39 feet, to the POINT OF BEGINNING;

THENCE easterly continuing with said common line and along the arc of said curve to the left, having a central angle of 00°05'57", a radius of 5,779.65, an arc length of 10.00 feet, and a chord of S 87°13'52" E, 10.00 feet;


THENCE S 04°18'15" W leaving said common line, a distance of 45.00 feet to a point for corner

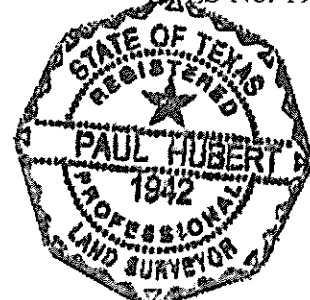
THENCE N 87°26'33" W, a distance of 10.00 feet to a point for corner;

THENCE N 04°18'15" E, a distance of 45.00 feet to the POINT OF BEGINNING, containing 450 square feet of land, more or less.

Bearings hereon are referenced to the Texas State Plain Coordinate System, North Central Zone (4202), Epoch 2010.00 referenced to the west line of the referenced Walmart Fulfillment Services, Inc, (N 00°00'19" E)

Manhard Consulting
TBPELS Firm No. 10194754
12225 Greenville Avenue, Suite 1000
Dallas, TX 75243
972.972.4250


12/1/22 Paul Hubert
RPLS No. 1942



E. BELT LINE ROAD

(VARIABLE WIDTH RIGHT OF WAY)

GRAPHIC SCALE
0 25 50
(IN FEET)
1 inch = 50 ft



POINT OF
COMMENCING
5/8" RF

POINT OF
BEGINNING
WATER METER
ESMT NO. 1

POINT OF
BEGINNING
WATER METER
ESMT NO. 2

S85°42'54"E

5/8 CIRF
"KHA"
211.66'

C3
C1

L3 L2
L6 L1
L5 L4

LINE TABLE		
LINE	BEARING	LENGTH
L1	S04°18'15"W	45.00'
L2	N87°14'49"W	10.00'
L3	N04°18'15"E	45.00'
L4	S04°18'15"W	45.00'
L5	N87°26'33"W	10.00'
L6	N04°18'15"E	45.00'

CURVE TABLE				
CURVE	CENTRAL ANGLE	RADIUS	ARC	CHORD
C1	01°28'10"	5,779.65'	147.95'	S86°26'54"E 147.94'
C2	00°05'57"	5,779.65'	10.00'	S87°13'52"E 10.00'
C3	01°40'45"	5,779.65'	169.40'	S86°33'17"E 169.39'
C4	00°05'57"	5,779.65'	10.00'	S87°26'54"E 10.00'

REMAINDER
RODDY BROTHERS
VOLUME 889, PAGE 504
D.C.D.R.T.

N 00°00'19" E 946.78'

5/8 CIRF "KHA"

BLOCK A
LANCASTER AIRPORT ADDITION
VOLUME 97173, PAGE 5853
D.R.D.C.T.

N 40°14'23" W 1,172.84'

WALMART FULFILLMENT SERVICES, LLC
INST. No. 202100028186
O.P.R.D.C.T.

BEARING HEREON ARE BASED ON THE TEXAS STATE PLANE
COORDINATE SYSTEM, NORTH CENTRAL ZONE, 4202, NORTH AMERICAN
DATUM 1983 (2011), EPOCH 2010, GIVING THE MONUMENTED WEST LINE
OF SUBJECT TRACT A BEARING OF N 00°00'19" E

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Paul Hubert

12/1/22 PAUL HUBERT
RPLS NO 1942



12225 Greenville Avenue, Suite 1000, Dallas, TX 75243 ph 972.972.4250 manhard.com
Civil Engineers | Surveyors | Water Resource Engineers | Water & Waste Water Engineers
Construction Managers | Environmental Scientists | Landscape Architects | Planners
Texas Board of Professional Engineers & Land Surveyors Reg. No. F-10194754 (Surv), F-21732 (Eng)

WATER METER EASEMENTS

SOUTHRIDGE INDUSTRIAL PARK

LANCASTER, DALLAS COUNTY TEXAS

DATE:
11/17/2022

DRAWN BY:
PH

SCALE:
1" = 50'

CODE:
611.004

CITY OF LANCASTER CITY COUNCIL

City Council Special Work Session and Regular Meeting

10.

Meeting Date: 01/22/2024

Policy Statement: This request supports the City Council 2023-2024 Policy Agenda

Goal(s): Healthy, Safe & Engaged Community

Submitted by: Opal Mauldin-Jones, City Manager

Agenda Caption:

Discuss and consider a resolution authorizing the Mayor to sign a run-off ballot casting the City's vote for the fourth member of the Board of Directors of the Dallas Central Appraisal District (DCAD).

Background:

Pursuant to the provisions of the Property Tax Code in 1979, the agencies of Greater Dallas County elected to amend the manner in which representatives were chosen. Each of the incorporated cities and towns, except the City of Dallas, shall have the right to nominate by official resolution one (1) candidate as the fourth member to the Board. The said cities and towns shall, from among the nominations received, elect by a majority vote, with each city and town being entitled to one (1) vote, a member to the Board of Directors. At the September 25, 2023, Special Work Session, Council discussed the process and nominations for the Dallas Central Appraisal District. One (1) name was provided for consideration. At the regular meeting on October 9, 2023, the Lancaster City Council approved a resolution nominating Michael Hurtt.

The election process requires a run-off. The following suburban cities participated in the election. Each of their selections is noted below. **The current tally indicates Michael Hurtt of Desoto received 11, Brett Franks of Sachse received 4, Terry Lynne of Farmers Branch received 3, Carrie Gordon of Balch Springs received 2, Mark Jones of Desoto received 1, and Steve Nichols of Hutchins received 1 of the 22 votes cast.** Since there was no one candidate receiving 16 votes (majority of the 30 votes eligible), a runoff election is necessary between the top two finishers: Michael Hurtt of Desoto and Brett Franks of Sachse.

The Property Tax Code specifies the qualifications for membership to the Board of Directors in Section 6.03 of the Code. These qualifications are:

1. Must be a resident of the Dallas Central Appraisal District (DCAD) for at least two (2) years prior to the election.
2. May be an elected official of an agency represented by the DCAD.
3. Cannot be an employee of any agency represented by the DCAD.
4. Cannot be related within the second degree by consanguinity or affinity, as determined under Chapter 573, Government Code, to an individual who is engaged in the business of appraising property for compensation for use in proceedings under this title or of representing property owners for compensation in proceedings under this title in the appraisal district.
5. Cannot own property on which delinquent taxes have been owed to a taxing unit for more than 60 days after the date the individual knew or should have known of the delinquency unless:
 - (A) the delinquent taxes and any penalties and interest are being paid under an installment payment agreement under Section 33.02; or
 - (B) a suit to collect the delinquent taxes is deferred or abated under Section 33.06 or 33.065.
6. An individual is ineligible to serve on an appraisal district board of directors if the individual has

engaged in the business of appraising property for compensation for use in proceedings under this title or of representing property owners for compensation in proceedings under this title in the appraisal district at any time during the preceding five years.

- Each City must submit their official resolution ballot no later than December 15, 2023.

Operational Considerations:

The term of office is for two (2) years, beginning in January 2024. The purpose of this item is for City Council to cast a vote by official resolution for the suburban cities representative in the run-off election. In the 2022/2023 election, the Dallas Central Appraisal District enacted a term limit requirement that only allows a member of the board to serve a total of five (5) two-year (2) terms.

Legal Considerations:

State law requires the City to vote for the candidate of their choice by official ballot resolution not later than January 31, 2024.

Public Information Considerations:

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

Options/Alternatives:

1. With a majority of votes for a candidate, Council may authorize the Mayor to cast the City's vote for the nominee of their choice in this run-off election.
2. The City of Lancaster is not able to cast a ballot for a Board Member without taking action through an official ballot resolution. The Dallas Central Appraisal District urges each municipality to cast its vote because a candidate must receive a majority vote in order to be elected to the Board of Directors.

Recommendation:

Selection of a board member is at the Council's pleasure.

Attachments

Resolution

DCAD Corrected Letter

RUNOFF ELECTION BALLOT

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF _____, DALLAS COUNTY, TEXAS, CASTING ITS VOTE FOR THE FOURTH MEMBER OF THE BOARD OF DIRECTORS OF THE DALLAS CENTRAL APPRAISAL DISTRICT.

WHEREAS, Dallas County eligible taxing entities have expressed and approved an option which allows for representation to the Appraisal District Board of Directors (in accordance with Section 6.03 of the Texas Property Tax Code) as follows:

1. The City of Dallas shall appoint one (1) member to the Board.
2. The Dallas Independent School District shall appoint one (1) member to the Board.
3. The Dallas County Commissioners Court shall appoint one (1) member to the Board. The member appointed by the Dallas County Commissioners Court shall not be a resident of either the City of Dallas or the Dallas Independent School District.
4. Each of the incorporated cities and towns, except for the City of Dallas, shall have the right to nominate by an official resolution one (1) candidate as the fourth member of the Board of Directors. The said cities and towns shall, from the nominations received, elect by a majority vote, with each city and town being entitled to one (1) vote, the fourth member of the Board of Directors.
5. Each of the School Districts, and the Dallas County Community College District, except the Dallas Independent School District, shall have the right to nominate by an official resolution one (1) candidate as the fifth member of the Board of Directors. The said school districts shall, from the nominations received, elect by a majority vote, with each school district and the community college district being entitled to one (1) vote, the fifth member of the Board of Directors.

The votes required for election to the Board of Directors in 4 and 5 hereof shall be by a majority of those authorized to vote in 4 and 5 respectively and not by a majority of the quorum, and

WHEREAS, the City of _____ does hereby cast its vote by marking the ballot below:
(Check one only)

☐ **Michael Hurtt**

☐ **Brett Franks**

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of _____ does hereby confirm its one (1) vote for the election of _____ as the suburban cities' representative to the Board of Directors of the Dallas Central Appraisal District.

PASSED AND APPROVED, this the _____ day of _____, 2024

MAYOR

ATTEST: _____
CITY SECRETARY

SEAL:



Dallas Central Appraisal District

DATE: December 21, 2023

TO: Suburban Cities Mayors, City Managers, City Secretaries and Finance Directors

FROM: W. Kenneth Nolan, Executive Director/Chief Appraiser

RE: Runoff for 2023 Election of Suburban Cities Representative to DCAD Board of Directors

State law requires the Chief Appraiser to conduct an election of representatives to the Board of Directors in odd numbered years. The process outlined in the Texas Property Tax Code requires the election to be conducted and the individual entities notified of the results once the process is complete.

1. Suburban Cities Election

The election process requires a runoff. The following suburban cities participated in the election. Each of their selections is noted below. ~~The current tally indicates Michael Hurtt of Desoto received 13, Brett Franks of Sachse received 4, Shante L. Allen of Glenn Heights received 2, Diane Cartwright of Irving received 1, and Steve Nichols of Hutchins received 1 of the 21 votes cast.~~

The current tally indicates Michael Hurtt of Desoto received 11, Brett Franks of Sachse received 4, Terry Lynne of Farmers Branch received 3, Carrie Gordon received 2, Mark Jones of Desoto received 1, and Steve Nichols of Hutchins received 1 of the 22 votes cast. Since there was no one candidate receiving 16 votes (majority of the 30 votes eligible), a runoff election is necessary between the top two finishers: Michael Hurtt of Desoto and Brett Franks of Sachse.

<u>City</u>	<u>Candidate Selected</u>
1. Addison	Michael Hurtt
2. Balch Springs	Terry Lynne
3. Carrollton	Michael Hurtt
4. Cedar Hill	Abstain
5. Cockrell Hill	Abstain
6. Combine	Abstain
7. Coppell	Abstain
8. DeSoto	Mark Jones
9. Duncanville	Michael Hurtt
10. Farmers Branch	Terry Lynne
11. Ferris	Michael Hurtt
12. Garland	Abstain
13. Glenn Heights	Carrie Gordon
14. Grand Prairie	Abstain

15. Grapevine	Abstain
16. Highland Park	Brett Franks
17. Hutchins	Steve Nichols
18. Irving	Terry Lynne
19. Lancaster	Michael Hurtt
20. Lewisville	Abstain
21. Mesquite	Michael Hurtt
22. Ovilla	Michael Hurtt
23. Richardson	Michael Hurtt
24. Rowlett	Carrie Gordon
25. Sachse	Brett Franks
26. Seagoville	Michael Hurtt
27. Sunnyvale	Brett Franks
28. University Park	Michael Hurtt
29. Wilmer	Michael Hurtt
30. Wylie	Brett Franks

A runoff ballot is enclosed.

Please make plans on your council agenda during January to vote for a Suburban Cities Representative. The person who receives the most votes from the suburban cities in the runoff election is then declared the Fourth member of the DCAD Board of Directors. We appreciate your cooperation in this important process.

Enclosure
Runoff Ballot

Cc w/o Encl:

DCAD Board of Directors

Michael Hurtt
217 South Hampton Rd
Desoto, TX 75115

Brett Franks
4811 West Creek Ln.
Sachse, TX 75048-4301

CITY OF LANCASTER CITY COUNCIL

City Council Special Work Session and Regular Meeting

11.

Meeting Date: 01/22/2024

Policy Statement: This request supports the City Council 2023-2024 Policy Agenda

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

Submitted by: Sorangel Arenas, City Secretary

Agenda Caption:

Discuss and consider appointments to the Lancaster State Auxiliary Museum Advisory Board, Property Standards and Appeals Board and Public Engagement Committee.

Background:

On December 11, 2023, City Council considered its annual appointments to the various Boards and Commissions. Due to resignations, there is currently a vacancy on the Lancaster State Auxiliary Museum Advisory Board as well as the Property Standards and Appeals Board. Districts one and four must nominate an individual to the Public Engagement Committee.

Operational Considerations:

Vacancies may be filled through any combination of reappointment of existing members or appointment of new applicants and alternates.

Lancaster State Auxiliary Museum Advisory Board

Elizabeth Richarson	2024
Wynter M. Dalton	2024
Cornelia McCowan	2025
Nicole Matthews	2025
Saran Sanchez	2025
Alternate Position	
<i>Vacant</i>	2024

On January 4, 2024, we received an email from the applicant, Karen Austin, who expressed that she is no longer interested in serving on the Lancaster State Auxiliary Museum Advisory Board. Attached is her resignation letter

Property Standards and Appeals Board

Joyce Whitaker	2024
<i>Vacant</i>	2024
Cassondra Andruews	2025
Donna Lee	2025

Kevin Allen	2025
Alternate Position	
Sonya Roston	2024

When staff notified Pamela Yeargin, a member of the Property Standards and Appeals Board, about the meeting scheduled for January 4, 2024, she indicated that she was no longer interested in maintaining her position on the board. Consequently, her resignation has created a vacancy on the Property Standards and Appeals Board.

Public Engagement Committee

<i>Vacant, District 1</i>	2025
Ruby Thomas, District 2	2026
Gabrielle Paulo, District 3	2025
<i>Vacant, District 4</i>	2026
Ryan Rodriguez, District 5	2025
Sherry Callaway, District 6	2026
Adaliese Harris, Mayor	2027

During the regular City Council meeting on December 11, 2023, each district was to appoint a member. Districts one and four asked for additional time to appoint an applicant to the Public Engagement Committee.

Public Information Considerations:

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

Options/Alternatives:

The City Council may choose to:

1. Make appointments from new applications on hand.
2. Reappoint members whose terms are expiring.
3. Appoint an alternate to fill a regular position and then appoint a new alternate.
4. Delay some appointments until a future City Council meeting.
5. Leave any regular position or alternate position unfilled at this time.

Recommendation:

Boards and Commissions appointments are solely at City Council's discretion.

Attachments

Resignations

Applicant Pool

January 4, 2024

City of Lancaster
City Secretary's Office
211 N. Henry St.
P.O. Box 940
Lancaster, TX 75146

Dear Ms. Sorangel "Angie" Arenas

Thank you and the Office of the Mayor for my recent appointment as an alternate member of the Lancaster State Auxiliary Museum Advisory Board. I was contacted by Councilwoman Carol Strain Burk to serve on the Public Engagement Committee as the District 1 Representative and advised I would not be able to hold both appointments.

Please allow this letter to serve as a notification of my resignation from the Lancaster State Auxiliary Museum Advisory Board as an Alternate member for 2024.

Again, thank you so much for the opportunity of service, please do not hesitate to contact me at _____, if you have any questions.

Sincerely,

Karen Nolen-Austin

From: [Coleman, Vicki](#)
To: [Arenas, Angie](#); [City Secretary](#)
Subject: Pamela Yeargin
Date: Wednesday, January 10, 2024 2:59:19 PM

Angie

Pamela Yeargin informed staff that she did not want to serve on the PSAB.

Let me know if you have questions.

Vicki

Get [Outlook for iOS](#)

[illegible]

CITY OF LANCASTER CITY COUNCIL

City Council Special Work Session and Regular Meeting

12.

Meeting Date: 01/22/2024

Policy Statement: This request supports the City Council 2023-2024 Policy Agenda

Goal(s): Sound Infrastructure
Quality Development

Submitted by: Kim Haynie, Senior Planner

Agenda Caption:

Z24-5 Conduct a public hearing and consider an ordinance granting a rezoning request from Agricultural Open (AO) to Single Family Estate (SF-E). The property is located at 975 N. Bluegrove Rd., out of the William Rawlins Survey, Abstract No. 1200, Page 185, Tract 31, 1.0 acre, City of Lancaster, Dallas County, Texas.

Background:

1. **Location and Size:** The property is located 44 feet north of Meadow Creek Drive on N. Bluegrove Rd., addressed as 975 N. Bluegrove Rd. The site is 1.0 acre in size.
2. **Current Zoning:** The subject property is zoned Agricultural Open (AO).
3. **Adjacent Properties:**
 - North:** Agricultural Open (AO) - Accessory Structure
 - South:** Agricultural Open (AO) - Single-Family Residence
 - East:** Single-Family Residence (SF-6); Planned Development (PD) - Meadow Creek Estates and Undeveloped Subdivision
 - West:** Agricultural Open (AO) - Single-Family Residence
4. **Comprehensive Plan:** 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
01/02/2023	P&Z	Z24-5 Approved AO to SF-E
10/16/1989	CC	Zoning Map Adopted

Operational Considerations:

The applicant is proposing a single-family dwelling on the site. 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 conditions:

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 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 within the desired 2-units to the acre, therefore consistent with the Comprehensive Plan.

Potential Impact on Adjacent Development:

The properties to the south and east have single-family residences. The property to the north has an unidentified accessory structure, and to the west is undeveloped land. Should the

rezoning request be approved by City Council, the proposed SF-E development will be consistent with the current pattern of development in the area.

Availability of utilities and access:

City water and sewer are available on N. Bluegrove Rd.

Site conditions:

The subject property is currently undeveloped land. Upon construction of the site, factors like vegetation, topography and flood plain issues will be addressed through the platting and building permit process.

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

There are currently 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 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 December 17, 2023, a notice for this public hearing appeared in the Focus Daily Newspaper. Staff mailed notifications of the 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 had not received any letters in support or opposition.

Options/Alternatives:

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

Recommendation:

On January 2, 2024, at their regular meeting, the Planning and Zoning Commission recommended approval as presented. Staff concurs.

Attachments

Ordinance
Zoning Exhibit
Location Map
Letter of Intent
Sign Posting

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, CHANGING THE ZONING (Z24-5) DESIGNATION ON 1.0 ACRE OF LAND, LOCATED 44 FEET NORTH OF MEADOW CREEK DRIVE ON N. BLUEGROVE ROAD, ADDRESSED AS 975 N. BLUEGROVE ROAD, OUT OF THE WILLIAM RAWLINS SURVEY, ABSTRACT NO. 1200, PAGE 185, TRACT 31, FROM AGRICULTURAL OPEN (AO) TO SINGLE-FAMILY ESTATE (SF-E); PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEAL 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 and after the effective date of this Ordinance, Zoning Case No. Z24-5, the zoning of the 1.0-acre parcel comprising the Property is hereby changed from Agricultural Open (AO) District to Single-Family Estate (SF-E) 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, sentence, clause or phrase therefore 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 22nd day of January, 2024

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney



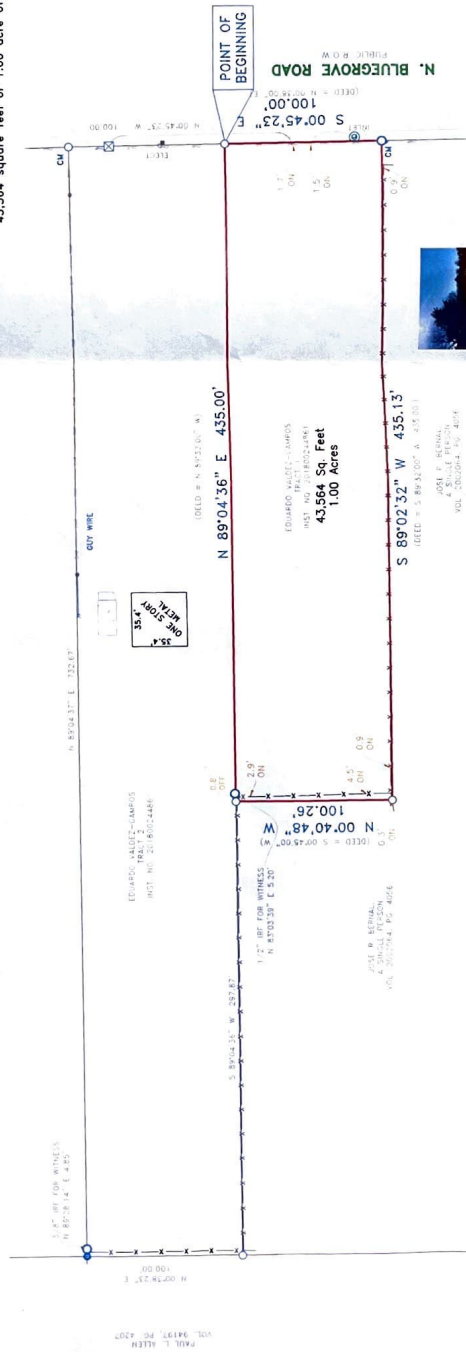
975 Bluegrove Road

Executed this 22nd day of February, 2023



Byron Connolly
Registered Professional Land Surveyor

TOMAS MUNOZ



ACCEPTED BY:

NOTE: According to the F.I.R.M. in Map No 48113C0635K, this property does lie in Zone

[illegible]

NOTES:
BEARINGS SHOWN ARE BASED ON NAD 83 TEXAS NORTH CENTRAL ZONE.
THIS SURVEY IS MADE IN CONJUNCTION WITH THE INFORMATION PROVIDED BY THE
CLIENT, CRO SURVEYING TEXAS, LLC HAS NOT RESEARCHED THE LAND TITLE
RECORDS FOR THE EXISTENCE OF EASEMENTS, RESTRICTIVE COVENANTS OR
OTHER ENCUMBRANCES.

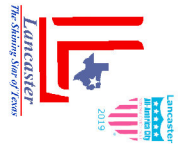
	1413 E. IH-30, Ste. 7					
	Garland, TX 75043					
	P 214.349.9485					
	F 214.349.2216					
	Firm No. 10168800					
	www.cbgtulic.com					

1413 E. IH-30, Ste
Garland, TX 75043
P 214.349.9485
F 214.349.2216
Firm No. 10168800
www.chatallc.com

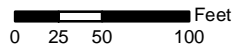
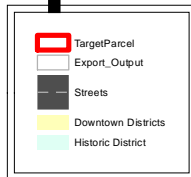
METES AND BOUNDS

WILLIAM RAWLINS SURVEY, ABSTRACT NO. 1200
DALLAS COUNTY, TEXAS
975 BLUEGROVE ROAD

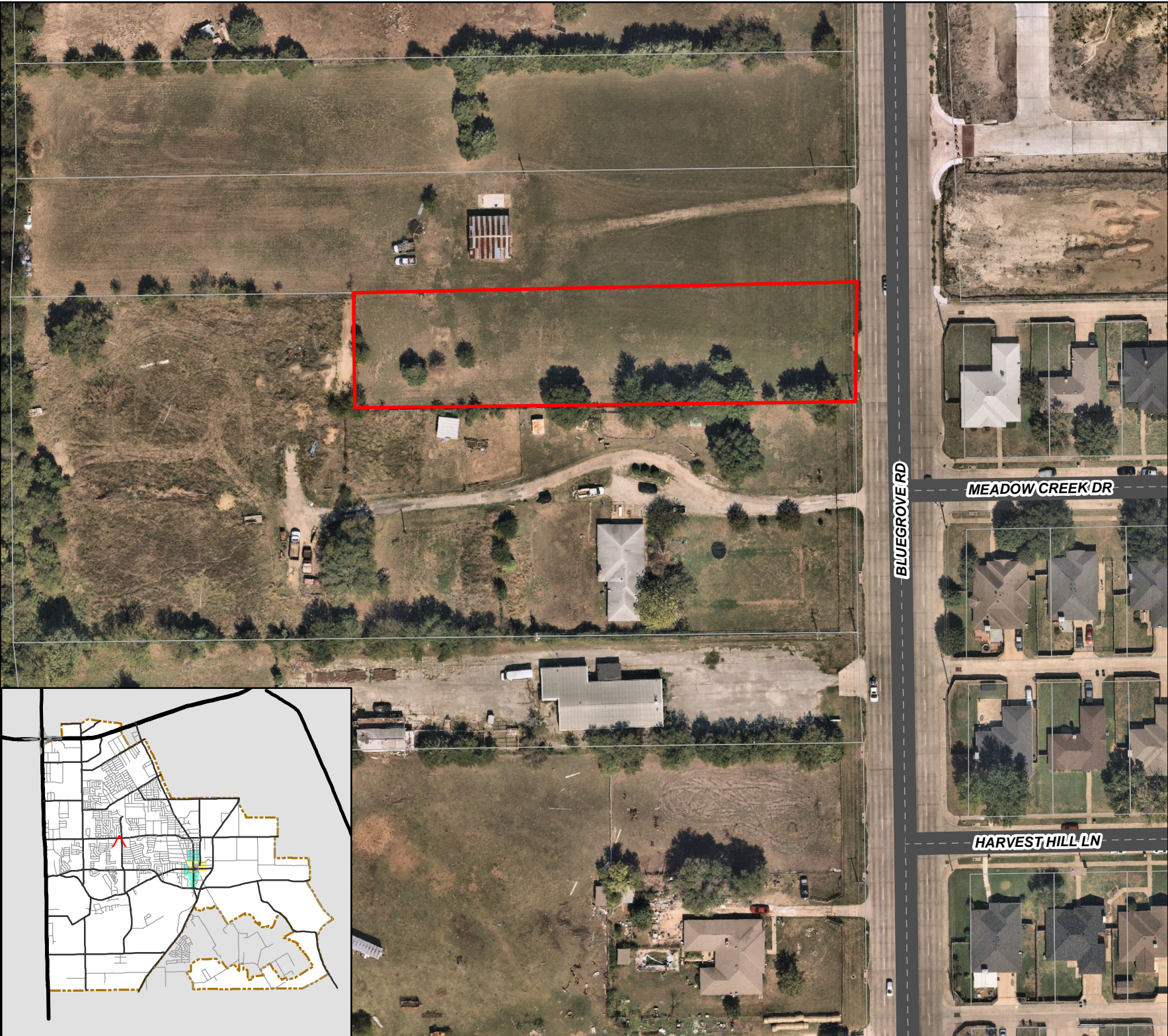
City of Lancaster
975 N Bluegrove Rd
Zoned: AO



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: 12/1/2023



December 20, 2023,

Letter of Intent


Mrs. Kim Haynie

211 N. Henry street

Lancaster, Texas 75146

Re: 975 Bluegrove Road:

I, Eduardo Valdez, request a zoning change from Agricultural Open (AO) to Single-Family Estate (SF-E) for the purpose of developing each lot with a single-family home. I wish to build a 2100 square feet home on the lot.

A handwritten signature in black ink that reads "Eduardo Valdez". The signature is written in a cursive, flowing style.

Eduardo Valdez 12-20-23



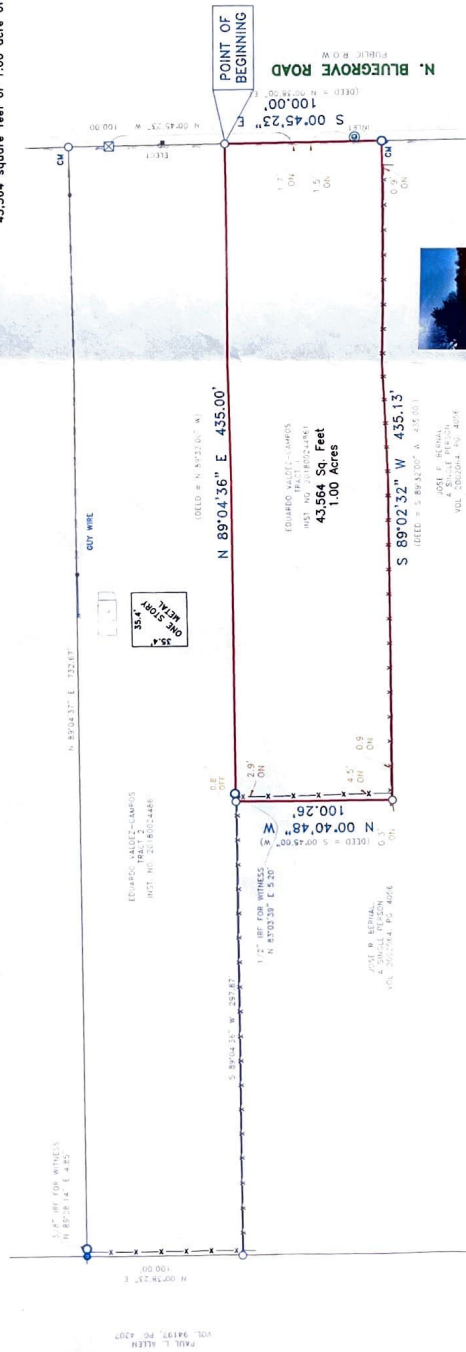
975 Bluegrove Road

Executed this 22nd day of February, 2023



Byron Connolly
Registered Professional Land Surveyor

TOMAS MUNOZ



ACCEPTED BY:

NOTE: According to the F.I.R.M. in Map No 48113C0635K, this property does lie in Zone

[illegible]

NOTES:
BEARINGS SHOWN ARE BASED ON NAD 83 TEXAS NORTH CENTRAL ZONE.
THIS SURVEY IS MADE IN CONJUNCTION WITH THE INFORMATION PROVIDED BY THE
CLIENT, CRO SURVEYING TEXAS, LLC HAS NOT RESEARCHED THE LAND TITLE
RECORDS FOR THE EXISTENCE OF EASEMENTS, RESTRICTIVE COVENANTS OR
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Garland, TX 75043
P 214.349.9485
F 214.349.2216
Firm No. 10168800
www.chatallc.com

METES AND BOUNDS

WILLIAM RAWLINS SURVEY, ABSTRACT NO. 1200
DALLAS COUNTY, TEXAS
975 BLUEGROVE ROAD

CITY OF LANCASTER CITY COUNCIL

City Council Special Work Session and Regular Meeting

13.

Meeting Date: 01/22/2024

Policy Statement: This request supports the City Council 2023-2024 Policy Agenda

Goal(s): Sound Infrastructure
Quality Development

Submitted by: Kim Haynie, Senior Planner

Agenda Caption:

Z24-6 Conduct a public hearing and consider an ordinance granting a zoning change from Agricultural Open (A-O) to Single Family Estates (SF-E). The property is located at 811 N. Bluegrove Rd., out of the William Rawlins Survey, Abstract No. 1200, Tract 69, 1.682 acres, City of Lancaster, Dallas County, Texas.

Background:

1. **Location and Size:** The property is located 188 feet north of Meadow Creek Drive on N. Bluegrove Rd., addressed as 811 N. Bluegrove Rd. The site is 1.682 acres in size.
2. **Current Zoning:** The subject property is zoned Agricultural Open (AO).
3. **Adjacent Properties:**
 - North:** Agricultural Open (AO) - Undeveloped Land
 - South:** Agricultural Open (AO) - Single-Family Residence
 - East:** Single-Family Residential (SF-6); Development (PD) - Meadow Creek Estates and Undeveloped Land
 - West:** Planned Development (PD) - Undeveloped Land
4. **Comprehensive Plan:** 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
01/02/2024	P&Z	Z24-6 Recommended Approval of AO to SF-E
10/16/1989	CC	Adopted Zoning Map

Operational Considerations:

The applicant is proposing a single-family dwelling on the site. 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 conditions:

Consistency with the Comprehensive Plan:

The Future Land Use of the Comprehensive Plan 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 larger residential estate lots that are primarily intended for developing two (2) dwelling units per acre. The zoning change request is within the desired 2-units to the acre, therefore consistent with the Comprehensive Plan.

Potential Impact on Adjacent Development:

The properties to the north, south and east have single-family residences. The property to the west is undeveloped land. Should the rezoning request be approved by City Council, the proposed SF-E development will be consistent with the current pattern of development in the area.

Availability of utilities and access:

City water and sewer are available on N. Bluegrove Road.

Site conditions:

The subject property currently has two accessory structures that will be demolished before construction of the new home. Upon construction of the site, such factors like vegetation, topography and flood plain issues will be addressed through the platting and building permit process.

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

There are currently 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 December 17, 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 had not received any letters in support or opposition.

Options/Alternatives:

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

Recommendation:

On January 2, 2024, at their regular meeting, the Planning and Zoning Commission recommended approval as presented. Staff concurs.

Attachments

Ordinance
Zoning Exhibit
Location Map
Letter of Intent
Sign Posting

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, CHANGING THE ZONING (Z24-6) DESIGNATION ON 1.682 ACRES OF LAND, APPROXIMATELY 188 FEET NORTH OF MEADOW CREEK DRIVE ON NORTH BLUEGROVE ROAD, ADDRESSED AS 811 N. BLUEGROVE ROAD, OUT OF THE WILLIAM RAWLINS SURVEY, ABSTRACT NO. 1200, TRACT 69, FROM AGRICULTURAL OPEN (AO) DISTRICT TO SINGLE-FAMILY ESTATE (SF-E) DISTRICT; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEAL 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. Z24-6, the zoning of the 1.682-acre parcel comprising the Property is hereby changed from Agricultural Open (AO) District to Single-Family Estate (SF-E) 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, sentence, 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 22nd day of January, 2024

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

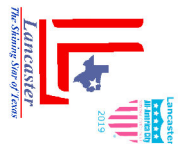
APPROVED AS TO FORM:

David T. Ritter, City Attorney

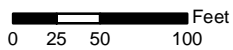
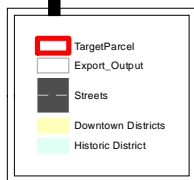


811 N. BLUEGROVE ROAD

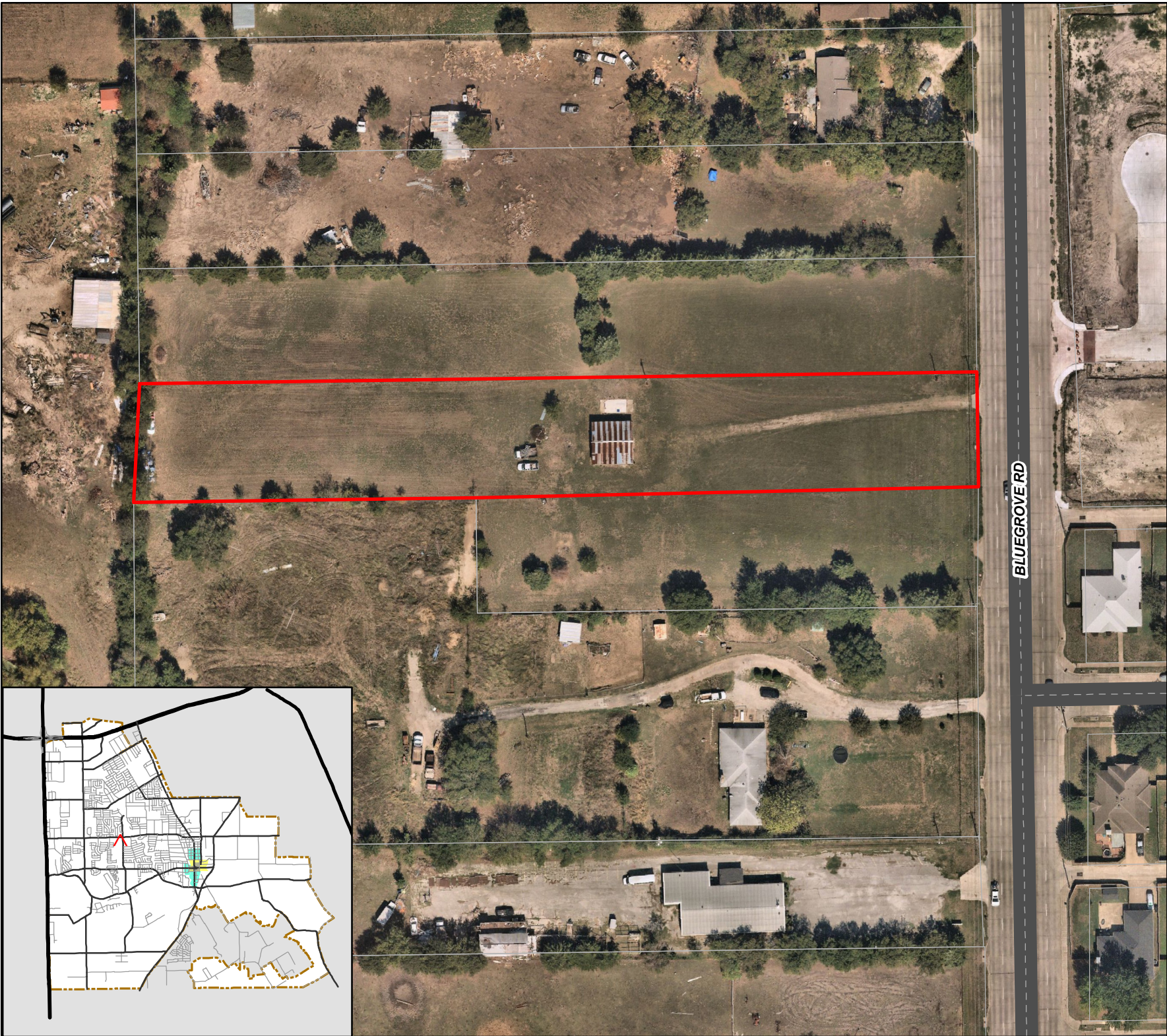
City of Lancaster
811 N Bluegrove Rd
Zoned: AO



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: 12/1/2023



December 20, 2023,

Letter of Intent

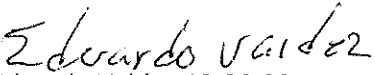
Mrs. Kim Haynie

211 N. Henry street

Lancaster, Texas 75146

Re: 811 Bluegrove Road:

I, Eduardo Valdez, request a zoning change from Agricultural Open (AO) to Single-Family Estate (SF-E) for the purpose of developing each lot with a single-family home. I wish to build a 2100 square feet home on the lot.


Eduardo Valdez 12-20-23



Lancaster

Public Hearing



*Z246 Agricultural Open (A-O)
to Single Family Estate (SFE)*

For More Information

PLANNING DIVISION

972-218-1300



CITY OF LANCASTER CITY COUNCIL

City Council Special Work Session and Regular Meeting

14.

Meeting Date: 01/22/2024

Policy Statement: This request supports the City Council 2023-2024 Policy Agenda

Goal(s): Sound Infrastructure
Quality Development

Submitted by: Kim Haynie, Senior Planner

Agenda Caption:

Z24-8 Conduct a public hearing and consider an ordinance granting a rezoning request to change the zoning from Agricultural Open (AO) to Single-Family Estate (SF-E) on the property addressed at 1538 Raintree Drive, being 1.88 acres, known as Lot 16, out of the Raintree Acres Addition, City of Lancaster, Dallas County, Texas.

Background:

1. **Location and Size:** The property is located approximately 1734 feet east of Nokomis Rd, addressed as 1538 Raintree Drive. The site is 1.88 acres in size.
2. **Current Zoning:** The current zoning of the subject property is Agricultural Open (AO).
3. **Adjacent Properties:**
 - North:** Agricultural Open (AO) - Single-Family Residence
 - South:** Single Family Residential (SF-4) - Undeveloped Lot
 - East:** Agricultural Open (AO) - Single-Family Residence
 - West:** Agricultural Open (AO) - Single-Family Residence
4. **Comprehensive Plan Compatibility:** The Future Land Use Plan of the Comprehensive Plan identifies this site as Suburban Neighborhood which provides for single family detached. The proposed zoning change is consistent with the Future Land Use Plan of the Comprehensive Plan.
5. **Case History:**

Date	Body	Action
01/02/2024	P&Z	Z24-8 Recommended Approval of AO to SF-E
11/14/2011	CC	Annexed Into City limits

Operational Considerations:

The applicant proposes to build a 2100 square feet home on the site. 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 conditions:

Consistency with the Comprehensive Plan:

The Comprehensive Plan Future Land Use Map designates this area as Suburban Neighborhood. Suburban Neighborhood will continue to be the dominant place type in Lancaster, providing a variety of residential products ranging from townhomes to single-family detached. The applicant intends to build one single-family dwelling on the lot, which is consistent with the Suburban Neighborhood designation.

Potential Impact on Adjacent Development: Raintree is composed of single-family homes, on larger lot sizes. Should the rezoning request to SF-E be approved by City Council, the zone change is consistent with the current pattern of development in the area.

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 building permit process.

Availability of utilities and access:

Rockett Special Utility District (SUD) provides water service in this area. This property has no access to City sewer services, the homes on Raintree are served by septic tanks. Review and approval of septic systems is contracted through Dallas County Health and Human Services.

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

There are currently 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 December 17, 2023, a notice for this public hearing appeared in the Focus Daily Newspaper. Staff also mailed notices to property owners within 200 feet of the subject site and posted a sign on the property. At the time of this report, staff has not received any letters of support or opposition.

Options/Alternatives:

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

Recommendation:

On January 2, 2024, at their regular meeting, the Planning and Zoning Commission recommended approval as presented. Staff concurs.

Attachments

Ordinance

Exhibit A-Plat Showing Metes and Bounds

Location Map

Letter of Intent

Photo of Zoning Sign Posted

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, CHANGING THE ZONING (Z24-8) DESIGNATION ON 1.88 ACRES OF LAND, APPROXIMATELY 1,734 FEET EAST OF NOKOMIS ROAD, ADDRESSED AS 1538 RAIN TREE DRIVE, DESCRIBED AS LOT 16, OUT OF THE RAIN TREE ACRES ADDITION, FROM AGRICULTURAL OPEN (AO) DISTRICT TO SINGLE-FAMILY ESTATE (SF-E); PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEAL 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, and 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 and after the effective date of this Ordinance, Zoning Case No. Z24-8, the zoning of the 1.88-acre parcel comprising the Property is hereby changed from Agricultural Open (AO) to Single-Family Estates (SF-E) District. The Property is more particularly described in "Exhibit A" Zoning Exhibit attached hereto and made 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 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 violaton of the terms of this Ordinance, or an action for mandatory injunction to remove any previos violation thereof.

SECTION 6. Effective upon passage and publication.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 22nd day of January, 2024

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

This plan meets current Dallas County requirements related to septic systems. Water supply, lot sizes, and percolation rates. This does not constitute a guarantee or warranty of any kind.

Yassin M. Alwan, P.E.

P. [Signature] PS Air & Environment
 Dallas County Health Dept.

Recommended for Approval
 [Signature]
 J.W. Bryan
 Director of Public Works

DALLAS COUNTY COMMISSIONERS
D. J. [Signature]
DALLAS COUNTY JUDGE

3 SURVEYOR'S CERTIFICATE

certify that the accompanying plat correctly shows the Acres Addition being part of the R.R. Lumberway in Dallas and Ellis Counties, Texas;

1965 NOV 19 1965
E. R. R. R. R.
CONFIDENTIAL

BEFORE ME, the undersigned, a Notary Public in and for the said County and State, on this day personally appeared, MSA Limited Partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 21 day of Oct, 1985.

Notary Public in and for the State of Texas

[illegible][illegible]

15227 5473 15227 5474

RAINTREE ACRES ADDITION
50.3 ACRES OUT OF THE M.H. LAVENDER
SURVEY, ABSTRACT 1956, ELLIS COUNTY,
TEXAS & THE M.H. LAVENDER SURVEY,
ABSTRACT 765, DALLAS COUNTY,
TEXAS.

JUNE, 1985
SCALE: 1" = 100'

ELLIS COUNTY COMMISSIONERS

UN-RELATED

STATE OF TEXAS
COUNTY OF DALLAS
COUNTY OF ELLIS

WEDDERS, J. WA Limited Partnership the owner of a tract of land situated in the N.M. Leavender Survey, Abet. 765, Dallas County, Texas and the N.M. Leavender Survey Abet. #1756, Dallas County, Texas and more particularly described as follows:

HEDIN tract of land situated in M.H. Levermore Survey, Block #1756 in Ellis County, Texas and M.H. Levermore Survey, Block #1743 Dallas County, Texas and all of that portion of said lands owned by William E. Brown and Ellen C. Brown, recorded as Deed dated July 9, 1903 and recorded in Deed Records, Dallas County, Texas and also being a part of a tract of land conveyed to Neil Thomsen by deed patented in Vol. 3298, Pg. 229, Deed Records Dallas County, Texas are hereby more particularly described as follows:

BEGINNING at an iron rod found for corner at the South corner of the M.H. Levermore Survey, Block #1756, Ellis County, Texas same being in the centerline of Williams Road;

then East with the said centerline of Williams Rd. same being with the Southeast line of said M.H. Levermore Survey, a distance of 887.5 feet

[illegible]

1924-504 acres of land lying in Oklahoma Road dedication, leaving a net acreage of 69.89 acres of land.

NOW THEREFORE, EACH AND EVERY BY THESE PRESENTS:

That I, APNA Limited Partnership do hereby assign this plan dedicating the heretofore described property as Malibu Arroyo Addition in the County of Dallas and State of Texas and I hereby dedicate to the public use forming the streets, roads, alleys and easements as shown thereon; That I, APNA Limited Partnership, as Developer of said Malibu Arroyo Addition, do hereby bind myself to grade, construct drainage structures and pave, satisfactorily in the County of Dallas, Texas, all streets and roads dedicated in said Addition and maintain same for a period of one year from the date of final completion of all improvements.

WITNESS MY HAND, San Antonio, Texas, this 23 day of Oct, 1985.
Donna M. Latta
 Signature of Owner
A. D. Adams

16222 5N71

15227 5471

15227 5472

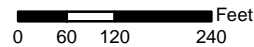
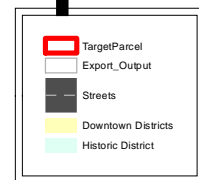
15227 5473

15227 5674

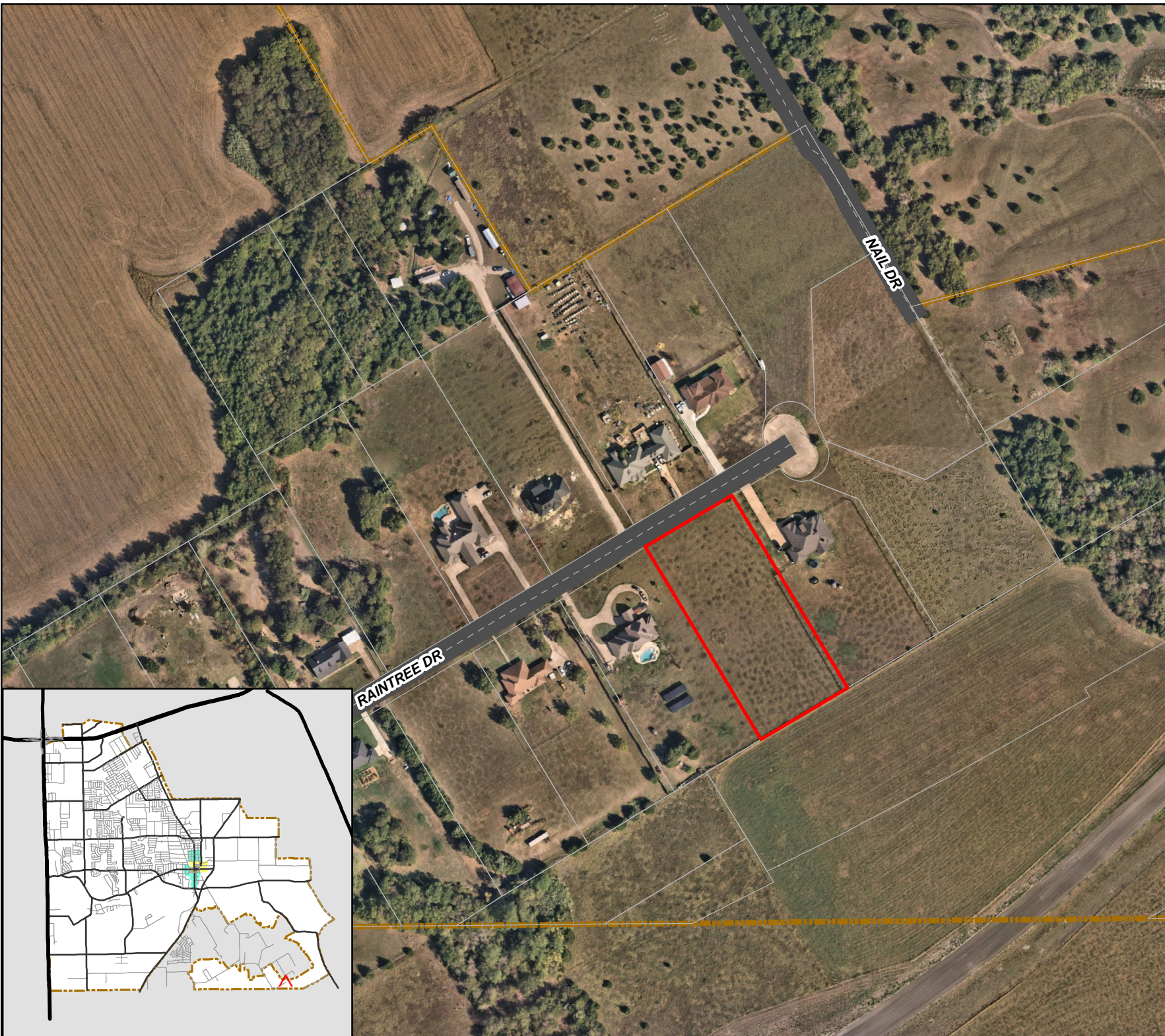
City of Lancaster
1538 Raintree Rd
Zoned: AO



DISCLAIMER / LIMITATION OF LIABILITY
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Date: 12/1/2023



My husband (Byron Nobles
and I (Yeni Noble) are requesting
Zoning Change of our land
Lot #16

Address 1538 Raintree Dr. Lancaster TX
75146

In order for us to be able
to build a single family home
of min 2100 sqft.

Existing zoning is AO and we
are requesting to be changed to
SF/E zone.

We sincerely appreciate your
help in this matter thank you
for your time and help

Thank you
Byron & Yeni Nobles

 **Public Hearing** 
Lancaster *224-8 A0*
70 SF-E
For More Information
PLANNING DIVISION
972-218-1315



CITY OF LANCASTER CITY COUNCIL

City Council Special Work Session and Regular Meeting

15.

Meeting Date: 01/22/2024

Policy Statement: This request supports the City Council 2023-2024 Policy Agenda

Goal(s): Sound Infrastructure
Quality Development

Submitted by: Kim Haynie, Senior Planner

Agenda Caption:

Z24-10 Conduct a public hearing and consider an ordinance granting a request to change the zoning from Agricultural Open (AO) to Single-Family Residential (SF-2) on a property addressed as 800 Truman Circle known as a tract of land out of the Arthur Eldridge Abstract No. 449 Pg 476, City of Lancaster, Dallas County, Texas.

Background:

1. **Location and size:** The property is located north of the intersection of Ten Mile Road and Truman Circle and is approximately 1.420 acres in size.
2. **Current Zoning:** The subject property is currently zoned Agricultural Open (AO).
3. **Adjacent Properties:**
 - North:** Agricultural Open (AO) - Single-Family Residence
 - South:** Agricultural Open (AO) - Single-Family Residence
 - East:** Agricultural Open (AO) - Single-Family Residence
 - West:** Agricultural Open (AO) - Undeveloped Land
4. **Comprehensive Plan Compatibility:** The Future Land Use Plan of the Comprehensive Plan designates this site 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
01/2/2024	P&Z	Z24-10 Recommended Approval of AO to SF-2
10/16/1989	CC	Zoning Map Adopted

Operational Considerations:

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

Consistency with the Comprehensive Plan:

The 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 residential areas designated for larger estate lots that are to develop at densities less than two (2) dwelling

units per acre. The zoning change request is therefore consistent with the Comprehensive Plan.

Potential Impact on Adjacent Development:

This subject property is surrounded by residential uses on the north, east, and south sides. The property to the west is undeveloped. Should the rezoning request to SF-2 be approved by City Council, the zone change is consistent with the current pattern of development in the area.

Availability of utilities and access:

Water is available along Truman Circle. However, this area does not currently have access to sanitary sewer. A septic tank is required for sewer services. Review and approval of septic systems is contracted through Dallas County Health and Human Services.

Timing of Development as it relates to Lancaster's Capital Improvement Plan (CIP):

The Master Thoroughfare Plan (MTP) identifies Truman Circle as a 60-foot local road. Rights-of-way dedication will occur at the time of platting.

Site conditions such as vegetation, topography, and flood plain:

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

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 December 17, 2023, a notice for this public hearing appeared in the Focus Daily Newspaper. Staff also mailed notices to property owners within 200 feet of the subject site and posted a sign on the property. At the time of this report, staff has not received any letters of support or opposition.

Options/Alternatives:

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

Recommendation:

On January 2, 2024, at their regular meeting, the Planning and Zoning Commission recommended approval as presented. Staff concurs.

Attachments

Ordinance
Zoning Exhibit
Location Map
Zoning Sign

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, CHANGING THE ZONING (Z24-10) DESIGNATION ON 1.420 ACRES OF LAND, LOCATED NORTH OF THE INTERSECTION OF TEN MILE ROAD AND TRUMAN CIRCLE, ADDRESSED AS 800 TRUMAN CIRCLE, A TRACT OF LAND OUT OF THE ARTHUR ELDRIDGE ABSTRACT NO. 449 PG. 476, FROM AGRICULTURAL OPEN (AO) DISTRICT TO SINGLE-FAMILY RESIDENTIAL (SF-2) DISTRICT; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEAL 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 and after the effective date of this Ordinance, Zoning Case No. Z24-10, the zoning of the 1.420-acre parcel comprising the Property is hereby changed from Agricultural Open (AO) District to Single-Family Residential (SF-2) 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 22nd day of January, 2024

ATTEST:

Sorangel O. Arenas, City Secretary

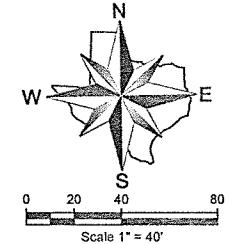
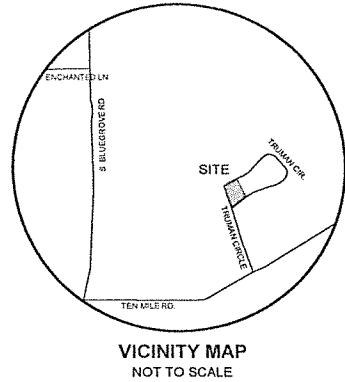
APPROVED:

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

ABBREVIATION LEGEND	
ABBR.	DEFINITION
AC	AIR CONDITIONER
BILLB	BILLBOARD
BoI	BOLLARD
C	COMMUNICATION
CC#	COUNTY CLERK'S FILE NO.
CIRF	IRON ROD FOUND WITH CAP
CIRS	IRON ROD SET W/CAP STAMPED "W.A.I. 5714"
CM	CONTROLLING MONUMENT
CO	CLEANOUT
DS	DOWNSPOUT
E	ELECTRIC
EB	ELECTRIC BOX
EM	ELECTRIC METER
FH	FIRE HYDRANT
FOMK	FIBER OPTIC MARKER
FP	FLAG POLE
G	GAS
GI	GRATE INLET
GL	GROUND LIGHT
GM	GAS METER
GMK	GAS MARKER
GR	GAS RISER
GV	GAS VALVE
GW	GUY WIRE
HI	BUILDING HEIGHT
HC	HANDICAPPED
ICV	IRRIGATION CONTROL VALVE
IN	INLET
IRF	IRON ROD FOUND
LP	LIGHT POLE
MAG	MAG NAIL SET WITH SHINER STAMPED "W.A.I. R.P.L.S. 5714"
MB	MAIL BOX
MH	MANHOLE
MP	METAL POST
OHL	OVERHEAD LINES
PF	PIN FLAG
PKF	PK NAIL FOUND
PKS	PK NAIL SET
PM	PAINT MARK
PP	POWER POLE
SB	SIGNAL BOX
SN	SIGN
SP	SIGNAL POLE
SS	SANITARY SEWER
SW	STORM WATER
TMK	TELEPHONE MARKER
TP	TELEPHONE PEDESTAL
TPAD	TRANSFORMER PAD
TSN	TRAFFIC SIGN
UGC	UNDERGROUND CABLE MARKER
W	WATER
WM	WATER METER
WP	WOOD POST
WV	WATER VALVE
XCF	"X" CUT IN CONCRETE FOUND
XCS	"X" CUT IN CONCRETE SET



PROPERTY DESCRIPTION

STATE OF TEXAS §
COUNTY OF DALLAS §

BEING a tract of land situated in the ARTHUR ELDRIDGE SURVEY, ABSTRACT NO. 449, City of Lancaster, Dallas County, Texas and being a portion of a tract of land as described in deed to the City of Lancaster, recorded in Sheriff's Deed No. 030618-47, and being more particularly described as follows:

BEING a tract of land situated in the ARTHUR ELDRIDGE SURVEY, ABSTRACT NO. 446, in the City of Lancaster, Dallas County, Texas, being a portion of a tract of land described in deed to the City of Lancaster as recorded in Sheriff's Deed No. 030618-47, Official Public Records, Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found for the Southeast corner of said City of Lancaster tract and the Southwest corner of a tract of land as described in deed to William L. and Debra L. Holmes, recorded in Volume 80025, Page 2966, Deed Records, Dallas County, Texas, on the Northwest right-of-way of a portion of Truman Circle, a 50-foot right-of-way, as described in document titled "Dedication of Right-of-way for Widening, Straightening and Improving Public Road known as Truman Circle" as recorded in Volume 357, Page 653, Deed Records, Dallas County, Texas;

THENCE South 49 degrees 23 minutes 10 seconds West, along the Northwest right-of-way of said Truman Circle and the Southeast line of said City of Lancaster tract, a distance of 272.45 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for the Southwest corner City of Lancaster tract on the East right-of-way of said Truman Circle;

THENCE North 19 degrees 10 minutes 50 seconds West, along the West line of said City of Lancaster tract and the East right-of-way of said Truman Circle, a distance of 248.85 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner, said point being South corner of a tract of land described as County of Dallas Right-of-way Easement recorded in Volume 481, Page 1183, Deed Records, Dallas County, Texas, said point being the beginning of a non-tangent curve to the right having a radius of 50.00 feet, a central angle of 96 degrees 16 minutes 00 seconds, a chord bearing of North 22 degrees 41 minutes 10 seconds East, and a chord length of 74.47 feet;

THENCE along the Southeast line of said County of Dallas Right-of-way Easement and said non-tangent curve to the right, an arc distance of 84.01 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for East corner of said County of Dallas Right-of-way Easement on the Northwest line of said City of Lancaster tract;

THENCE North 64 degrees 33 minutes 10 seconds East, along the Southeast right-of-way of said Truman Circle and the Northwest line of said City of Lancaster tract, a distance of 169.76 feet to a point for corner from which a metal post found bears North 88 degrees 15 minutes 41 seconds West, a distance of 0.33 feet, said point being the Northeast corner of said City of Lancaster tract and the Northwest corner of said William L. and Debra L. Holmes tract;

THENCE South 28 degrees 12 minutes 35 seconds East, Departing the Southeast right-of-way of said Truman Circle, along the East line of said City of Lancaster tract and the Southwest line of said William L. and Debra L. Holmes tract, a distance of 224.06 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds 1.420 acres or 61,848 square feet of land, more or less. Bearings shown hereon are based upon an on-the-ground Survey performed in the field on the 16th day of February, 2023, utilizing a G.P.S. bearing related to the Texas Coordinate System, North Texas Central Zone (4202), NAD 83, grid values from the GeoShack VRS network.

SCHEDULE "B" NOTES

Items corresponding to the Commitment for Title Insurance issued January 25, 2023 by First American Title Guaranty Company bearing an effective date of January 13, 2023, GF# KD-007780.

- The property is subject to the following restrictive covenants of record itemized below:
As shown in Volume 5813, Page 391, Deed Records, Dallas County, Texas.
- 2-10.c. Intentionally omitted by the Surveyor.
- 10.d. Easement recorded in Volume 242, Page 67, Deed Records, Dallas County, Texas. (Due to the age and generalities, this easement could not be plotted but may affect the Subject Property)
- 10.e. Easement recorded in Volume 357, Page 653, Deed Records, Dallas County, Texas. (Affects the Subject Property as shown.)
- 10.f. Easement recorded in Volume 481, Page 1183, Deed Records, Dallas County, Texas. (Affects the Subject Property as shown.)
- 10.g. Intentionally omitted by the Surveyor.

The Surveyor has not abstracted the record title and/or easements of the subject property. The Surveyor prepared this survey with the benefit of a title commitment described above and assumes no liability for any easements, right-of-way dedications or other title matters affecting the subject property which may have been filed in the real property records but are not disclosed in said title commitment.

SURVEYOR'S CERTIFICATION

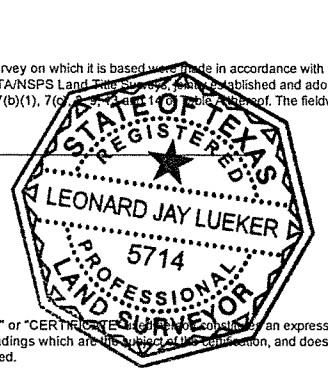
To:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Transactions published and adopted by ALTA and NSPS, and includes Items 1, 2(a), 4, 7(a), 7(b)(1), 7(c), 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100. The fieldwork was completed on 02/16/2023.

Leonard J. Lueker (Signature in red ink)
Registered Professional Land Surveyor
Texas Registration No. 5714
l.lueker@winkelm.com

Winkelm & Associates, Inc.
6750 Hillcrest Plaza Drive, Suite 215
Dallas, Texas 75230
(972) 490-7090 www.winkelm.com

Please note that the use of the word "CERTIFY" or "CERTIFICATION" constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.



FLOOD NOTE

According to the Federal Emergency Management Agency, Flood Insurance Rate Map Community Panel No. 48113C0635K, dated July 7, 2014, this property is within Flood Zone X.

Zone X - Areas determined to be outside the 0.2% annual chance floodplain.

This flood statement does not imply that the property and/or the structure thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

APPROVED	Winkelm & Associates, Inc.
REVISION	CONSULTING CIVIL ENGINEERS • SURVEYORS
DATE	6750 HILLCREST PLAZA DRIVE, SUITE 215
NO.	DALLAS, TEXAS 75230
	TELEPHONE (972) 490-7090
	FAX (972) 490-7091
	CELL (972) 490-7092
	WWW.WINKELM.COM

ARTHUR ELDRIDGE SURVEY, ABSTRACT NO. 449	LAURA MIRANTI, CPA
CITY OF LANCASTER	2326 SENDERA RANCH DRIVE
DALLAS COUNTY, TEXAS	MAGNOLIA, TEXAS 75354

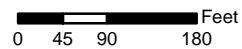
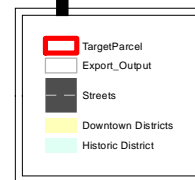
ALTA/NSPS LAND TITLE SURVEY
1.420 ACRES

Date : 03.07.23	Scale : 1" = 40'	File : 68052.00-ALTA-UPD
Project No. : 68052.00		
SHEET 1 of 1		

City of Lancaster
800 Truman Cir
Zoned: AO



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: 12/1/2023





Public Hearing



224-10 AO

To SF-2

For More Information

PLANNING DIVISION

972-218-1315

CITY OF LANCASTER CITY COUNCIL

City Council Special Work Session and Regular Meeting

16.

Meeting Date: 01/22/2024

Policy Statement: This request supports the City Council 2023-2024 Policy Agenda

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

Submitted by: Dori Lee, Assistant City Manager

Agenda Caption:

Conduct a public hearing and consider the 2023-2024 Standards of Care for Youth Programs operated by the City of Lancaster Parks and Recreation Department.

Background:

Chapter 42 of the Human Resources Code, which regulates certain facilities, homes, and agencies that provide child-care services, states that municipal youth recreation programs may be exempted from the state's licensing requirement if cities comply with the provisions of the legislation. The legislation requires that cities establish and annually review their Standards of Care for Youth Programs and conduct a public hearing to allow citizen input.

The 2023-2024 Standards of Care for Youth Programs is attached for your review.

Operational Considerations:

There are no recommended changes to the program.

Legal Considerations:

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

Public Information Considerations:

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

Options/Alternatives:

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

Recommendation:

At the November 14, 2023 meeting of the Lancaster Recreational Development Corporation the board recommended approval and staff concurs with the recommendation.

Attachments

Resolution

2023-2024 Standards of Care for Youth Programs

November 14, 2023 Draft Minutes

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE 2023-2024 STANDARDS OF CARE POLICIES FOR YOUTH PROGRAMS OPERATED BY THE LANCASTER PARKS AND RECREATION DEPARTMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Mayor and City Council of the City of Lancaster desire the Parks and Recreation Department to operate Youth Programs for citizens of Lancaster; and

WHEREAS, state law exempts city sponsored youth programs from licensing requirements where the City has adopted a youth standard of care policy providing (a) standards relating to staff ratios, staff training, health, and safety; (b) a mechanism for monitoring and enforcing the standards and receiving complaints from parents of enrolled children; (c) does not advertise as or otherwise represent the program as a child-care facility, day care center, or licensed before-school or after-school program or that the program offers child care services; (d) informs parents that the program is not licensed by the state; (e) does not solicit donations as compensation or payment for any good or service provided as part of the program and, (f) conducts background checks for all program employees and volunteers who work with children in the program using information that is obtained from the Department of Public Safety; and

WHEREAS, the legislation requires that cities establish and annually review their Park and Recreation Department Standards of Care for Youth Programs and conduct public hearings to allow citizen input; and

WHEREAS, the City has adopted an ordinance which provides that after public hearing, the city council will annually approve such standards of care; and

WHEREAS, the City Council has held a public hearing to receive citizen input regarding the 2023-2024 Standards of Care for Youth Programs operated by the City of Lancaster Parks and Recreation Department, and has determined that the proposed Standard of Care Policy should be adopted.

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

SECTION 1. The City Council hereby adopts the 2023-2024 Standards of Care for Youth Programs, which is attached hereto and incorporated herein as Exhibit A.

SECTION 2. That all resolutions of the City of Lancaster heretofore adopted which are in conflict with the provisions of this resolution be, and the same are hereby repealed, and all resolutions of the City of Lancaster not in conflict with the provisions hereof shall remain in full force and effect.

SECTION 3. 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 4. That this Resolution shall take effect immediately from and after its passage, as the law and charter in such cases provide.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on the 22nd day of January 2024.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

City of Lancaster
Parks & Recreation
Department



2023-2024
Standards of Care
For
Youth Programs

Parks & Recreation Department
1700 Veterans Memorial Parkway
Lancaster, TX 75134
(972) 218-3700
(972) 218-3626 (Fax)
www.lancaster-tx.com

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LANCASTER YOUTH PROGRAMS

STANDARDS OF CARE

The following Standards of Care have been adopted by the City Council of the City of Lancaster, Texas to comply with Senate Bill 212 as approved by the Texas Legislature during the 74th legislative sessions. The Standards of Care are intended to be minimum standards by which the City of Lancaster Parks & Recreation Department will operate the City's Youth Programs. The programs operated by the City are recreational in nature and are not day care programs.

General Administration

1. Organization

- A. The governing body of the City of Lancaster Youth Programs is the Lancaster City Council.
- B. Implementation of the Youth Program Standards of Care is the responsibility of the Parks & Recreation Department Director and Departmental employees.
- C. Youth Programs ("Program") to which these Standards will apply include the Summer Day Camp Program, After School Care Program and the Holiday Day Camp Program.
- D. Each Youth Program site will have available for public and staff review a current copy of the Standards of Care.
- E. Parents of participants will be provided a current copy of the Standards of Care during the registration process.
- F. Criminal background checks will be conducted on prospective Youth Program employees. If results of that criminal check indicate that an applicant has been convicted of any of the following offenses, he or she will not be considered for employment:
 - 1. A felony or a misdemeanor classified as an offense against a person or family.
 - 2. A felony or misdemeanor classified as public indecency.
 - 3. A felony or misdemeanor violation of any law intended to control the possession or distribution of any controlled substance.
 - 4. Any offense involving moral turpitude.
 - 5. Any offense that would potentially put the City of Lancaster or program participants at risk.

2. Definitions

- A. City: City of Lancaster
- B. City Council: City Council of the City of Lancaster
- C. Department: Parks & Recreation Department of the City of Lancaster
- D. Youth Programs or Program: City of Lancaster Youth Programs consisting of the After School Programs, the Summer Day Camp Programs, Holiday Break Day Camp Programs, and ongoing recreational program offerings.
- E. Program Manual: Notebook of policies, procedures, required forms, and organizational and programming information relevant to City of Lancaster Youth Programs.
- F. Director: City of Lancaster Parks & Recreation Department Director or his or her designee.

- G. Program Supervisor or Coordinator: City of Lancaster Parks & Recreation Department full-time programmer who has been assigned administrative responsibility for a City of Lancaster Youth Program.
- H. Program Leader or Leader: City of Lancaster Parks & Recreation Department full-time or part-time employee who has been assigned responsibility to implement the City's Youth Programs.
- I. Program Site: Area and facilities where City of Lancaster Youth Programs are held, consisting of, but not limited to: Lancaster Parks and Recreation sites and Lancaster Independent School District sites, as required.
- J. Participant: A youth whose parent(s) or legal guardian(s) have completed all required registration procedures and who has been determined to be eligible for a City of Lancaster Youth Program.
- K. Parent(s): This term will be used to represent one or both parent(s) or legal guardian(s) who have legal custody and authority to enroll their child(ren) in City of Lancaster Youth Programs.
- L. Employee(s): Term used to describe people who have been hired to work for the City of Lancaster and have been assigned responsibility for managing, administering, or implementing some portion of the City of Lancaster Youth Programs.
- M. Recreation Center: The Lancaster Recreation Center located at 1700 Veterans Memorial Parkway, Lancaster, TX 75134, (972) 218-3700.

3. Inspections/Monitoring/Enforcement

- A. The Program Coordinator will confirm the Standards of Care are being adhered to and will initiate a monthly inspection report.
 - 1. Inspection reports will be sent to the Director or his/ her designee for review and kept on record for at least two years.
 - 2. The Director or his/ her designee will review the report and establish deadlines and criteria for compliance with the Standards of Care.
- B. The Director will make visual inspections of the Program based on the following schedule:
 - 1. The Summer Day Camp Program will be inspected twice during its summer schedule.
 - 2. The Holiday Day Camp Program will be inspected once during the winter break and once during the spring break.
- C. Complaints regarding enforcement of the Standards of Care will be directed to the Supervisor/Coordinator. The Coordinator will be responsible to take the necessary steps to resolve the problem(s). The Coordinator will record complaints regarding enforcement of the Standards of Care and their resolution. The Director will address serious complaints regarding enforcement of the Standards of Care and the complaint and the resolution will be noted.
- D. The Director or his/her designee will make an annual report to the City Council on the overall status of the Youth Programs and their operation relative to compliance with the adopted Standards of Care.

4. Enrollment

- A. Before a child can be enrolled, the parents must sign registration forms that contain the child's:
 - 1. Name, home address, home telephone number;
 - 2. Name and address of parent(s) or legal guardian(s) and telephone during program hours;
 - 3. The names and telephone numbers of people to whom the child can be released;
 - 4. A statement of the child's special problems or needs;
 - 5. Emergency medical authorization;
 - 6. Proof of residency when appropriate; and
 - 7. A liability waiver.

5. Suspected Abuse

Program employees will report suspected child abuse or neglect in accordance with the Texas Family Code. In a case where a City employee is involved in an incident with a child that could be construed as child abuse, the incident must be reported immediately to the Program Supervisor. The Program Supervisor will immediately notify the Police Department and any other agency as may be appropriate.

Texas state law requires the staff of these youth Programs to report any suspected abuse or neglect of a child to the Texas Department of Protective and Regulatory Services or a law enforcement agency. Failure to report suspected abuse is punishable by fines up to \$1000 and/or confinement up to 180 days. Confidential reports may be reported by calling 1-800-252-5400 (The Texas Abuse Hotline of the Department of Family and Protective Services).

Staffing - Responsibilities and Training

1. Youth Program Leader ("Leader") Qualifications

- A. Leaders will be full-time, part-time, or temporary employees of the Parks & Recreation Department.
- B. Staff working with children must be age 18 or older.
- C. Must be able to consistently exhibit competency, good judgment, and self-control when working with children.
- D. Must relate to children with courtesy, respect, tolerance, and patience.
- E. Must have successfully completed a course in first aid and CPR based on either American Heart Association or American Red Cross standards. An exception can be made for no more than one staff person at each site, and that person shall successfully complete a first aid and CPR course within four weeks of starting work.
- F. Must be able to furnish proof of a clear tuberculosis test within the 12 months prior to their employment date.
- G. Must pass a background investigation to include testing for illegal substances.
- H. Must be mature, responsible, and able to complete duties with minimal supervision.
- I. Must have a high school diploma or GED.
- J. Must be able to communicate well with the public and skilled at interacting with children.

- K. Must be skilled in supervising children of varying age levels in a group setting.
- L. Must have a valid Texas driver's license and eligible for a CDI.
- M. Must pass a departmental criminal background check and drug screening.
- N. Must have previous experience in supervising children and possess knowledge of recreational games, crafts, and activities.
- O. Must have First Aid and CPR certification during orientation.
- P. Must complete departmental day camp staff training.

2. Leader Responsibilities

- A. Provide participants with an environment in which they can feel safe, enjoy wholesome recreation activities, and participate in appropriate social opportunities with their peers.
- B. Know and follow all City, Departmental, and Program standards, policies, and procedures that apply to City Of Lancaster Youth Programs.
- C. Ensure that participants are released only to a parent or an adult designated by the parent. All Program Sites will have a copy of the Department approved plan to verify the identity of a person authorized to pick up a participant if the Leader does not know that person.

3. Training and Orientation

- A. The Department is responsible to provide training and orientation to Program employees in working with children and for specific job responsibilities. Supervisors will provide each Leader with a Program manual specific to each Youth Program.
- B. Program employees must be familiar with the Standards of Care for Youth Program operation as adopted by the City Council.
- C. Program employees must be familiar with the Program's policies including discipline, guidance, and release of participants as outlined in the General Program Information section of this document.
- D. Program employees will be trained in appropriate procedures to handle emergencies.
- E. Program employees will be trained in areas including City, Departmental, and Program policies and procedures, provision of recreation activities, safety issues, child psychology, and organization.
- F. Program employees will be required to sign an acknowledgment that they received the required training.

Service Standards

A. Appearance and Behavior

- 1. Staff shirts and name badges will be worn and clearly visible.
- 2. Participants and parents will be treated with respect at all times.

B. Communication with Parents

- 1. Staff will keep parents continuously informed of activities and schedules. A weekly schedule will be distributed and copies will be kept with the daily sign in sheets.

2. Staff will note details of behavior of participants (accomplishments, discipline problems, general activities, etc.) and update parents regularly.

C. Additional Staff Responsibilities

1. Staff will monitor the sign in/out log at all times.
2. Staff will spend 100% of their time actively involved with participants and/or parents.
3. Staff will attempt to answer any complaints at the site and resolve all problems. Situations that cannot be resolved on site by staff will be passed to a supervisor immediately. All complaints will be addressed within 24 hours if they are not resolved on site.
4. Prior to beginning work each day, all staff will check in at the appointed location for any messages, instructions, or information.

Operations

1. Staff and Participant Ratio

- A. In a Lancaster Youth Program, the standard ratio of participants to Leaders will be 20 to 1. In the event a Leader is unable to report to the Program site, a replacement will be assigned.
- B. Each participant shall have a Program employee who is responsible for him or her and who is aware of the participant's habits, interests and any special problems as identified by the participant's parent(s) during the registration process.
- C. At no time will a Program employee be alone with a child.

2. Discipline

- A. Program employees will implement discipline and guidance in a consistent manner based on the best interests of Program participants.
- B. There must be no cruel or harsh punishment or treatment.
- C. Program employees may use brief, supervised separation from the group if necessary.
- D. As necessary, Program employees will initiate discipline reports to the parent(s) of participants. Parents will be asked to sign discipline reports to indicate they have been advised about specific problems or incidents.
- E. Multiple and/or severe discipline reports as detailed in the Program Manual may result in a participant being suspended from the Program.
- F. In instances where there is a danger to participants or staff, offending participants will be removed from the Program site as soon as possible.
- G. Any person(s) creating a nuisance, causing a disturbance, or creating an unsafe environment at any program site will be subject to ejection from the site, possible arrest, and legal action.
- H. The department reserves the right to terminate a participant from the program if they exhibit severe or extreme behavioral problems, which prevent staff from effectively administering the Program.

3. Programming

- A. Program employees will attempt to provide activities for each group according to participants' age, interests, and abilities. The activities must be appropriate to participants' health, safety, and well-being. The activities also must be flexible and promote the participants' emotional, social, and mental growth.
- B. Program employees will attempt to provide indoor and outdoor time periods that include:
 - 1. Alternating active and passive activities;
 - 2. Opportunity for individual and group activities;
 - 3. Outdoor time each day weather permitting.
- C. Program employees will be attentive and considerate of the participants' safety on field trips and during any transportation provided by the Program.
 - 1. During trips, Program employees supervising participants must have immediate access to emergency medical forms and emergency contact information for each participant;
 - 2. Program employees must have a written list of the participants in the group and must check the attendance frequently;
 - 3. Program employees must have first aid supplies and a guide to first aid and emergency care available on field trips.

4. Communication

- A. Program site will have a telephone to allow the site to be contacted by Recreation Center personnel. Each site will have access to a telephone for use in contacting the Recreation Center or making emergency calls
- B. The Coordinator will post the following telephone numbers adjacent to a telephone accessible to all Program employees at each site:
 - 1. Lancaster ambulance or emergency medical services;
 - 2. Lancaster Police Department;
 - 3. Lancaster Fire;
 - 4. Lancaster Recreation Center;
 - 5. Numbers at which parents may be reached;
 - 6. The telephone number for the site itself.

5. Transportation

- A. Before a participant can be transported to and from City sponsored activities, a transportation form must be completed by the parent of the participant and filed with the Coordinator
- B. First aid supplies and a first aid and emergency care guide will be available in all Program vehicles that transport children.
- C. All Program vehicles used for transporting participants must have available a 6-BC portable fire extinguisher which will be installed in the passenger compartment of the vehicle and must be accessible to the adult occupants.

Facility Standards

1. Safety

- A. Program employees will inspect Youth Program sites daily to detect sanitation and safety concerns that might affect the health and safety of the participants. A daily inspection report will be completed by the Program staff and kept on file by the Program Coordinator.
- B. Buildings, grounds, and equipment on the Program site will be inspected, cleaned, repaired, and maintained to protect the health of the participants.
- C. Program equipment and supplies must be safe for the participants' use.
- D. Program employees must have first aid supplies available at each site, during transportation, and for the duration of any off-site activity.
- E. Program air conditioners, electric fans, and heaters must be mounted out of participants' reach or have safeguards that keep participants from being injured.
- F. Program porches and platforms more than 30 inches above the ground must be equipped with railings participants can reach.
- G. All swing seats at Program sites must be constructed of durable, lightweight, relatively pliable material.
- H. Program employees must have first aid supplies readily available to staff in a designated location. Program employees must have an immediately accessible guide to first aid and emergency care.

2. Fire

- A. In case of fire, danger of fire, explosion, or other emergency, Program employees' first priority is to evacuate the participants to a designated safe area.
- B. The Program site will have an annual fire inspection by the local Fire Marshall, and the resulting report will detail any safety concerns observed. The report will be forwarded to the Director who will review and establish deadlines and criteria for compliance. Information from this report will be included in the Director's annual report to the Council.
- C. Each Program site must have at least one fire extinguisher approved by the Fire Marshall readily available to all Program employees. The fire extinguisher is to be inspected monthly by the Program Coordinator, and a monthly report will be forwarded to the coordinator's supervisor who will keep the report on file for a minimum of two years. All Youth Program staff members will be trained in the proper use of fire extinguisher.
- D. Fire drills will be initiated at Program sites based on the following schedule:
 - 1. Summer Day Camp Program: A fire drill twice during the entire summer session.
 - 2. Holiday Day Camp: A fire drill once during the fall and spring sessions.

3. Health

- A. Illness or Injury
 - 1. A participant who is considered a health or safety concern to other participants or staff will not be admitted to the Program.

2. Illnesses and injuries will be handled in a manner to protect the health of all participants and employees.
3. Program employees will follow plans to provide emergency care for injured participants or for participants with symptoms of an acute illness as specified in the Program manual.
4. Program employees will follow the recommendation of the Texas Department of Health concerning the admission or readmission of any participant after a communicable disease.

B. Program employees will administer medication only if:

1. Parent(s) complete and sign a medication form that provides authorization for staff to dispense medication with details as to times and dosages. The form will include a hold harmless clause to protect the City.
2. Prescription medications are in the original containers labeled with the child's name, a date, directions, and the physician's name. Program staff members will administer the medication only as stated on the label. Program staff will not administer medication after the expiration date.
3. Nonprescription medications are labeled with the child's name and the date the medication was brought to the Program. Nonprescription medication must be in the original container. The Program staff will administer it only according to label direction.
4. Medications dispensed will be limited to routine oral ingestion not requiring special knowledge or skills on the part of Program employees. The Program employees will administer no injections.
5. Program employees must ensure medications are inaccessible to participants. No refrigeration will be provided.

C. Toilet Facilities

1. The Program site will have inside toilets located and equipped so children can use them independently and program staff can supervise as needed.
2. There must be one flush toilet for every 30 children. Urinals may be counted in the ratio of toilets to children, but must not exceed 50% of the total number of toilets.
3. An appropriate and adequate number of lavatories will be provided.

D. Sanitation

1. The Program facilities must have adequate light, ventilation, and heat.
2. The Program must have an adequate supply of water meeting the standards of the Texas Department of Health for drinking water and ensure that it will be supplied to the participants in a safe and sanitary manner.
3. Program employees must see that garbage is removed from buildings daily.

City of Lancaster
Parks & Recreation
Department



2023-2024
General Information
For Youth Camp Programs

General Program Information

Registration Procedures

Registration for Lancaster Youth Programs is on a first come, first serve basis with limited enrollment. Registration must be done by the child(ren)'s parent or legal guardian.

All participants must be toilet trained to participate in a Youth Program.

Parents/legal guardians will be required to purchase Participant Membership Card, pay the first installment and any activity fees at registration. Please see the section for Summer Day Camp Program fees in the current Lancaster Connection or visit the Parks and Recreation page at www.lancaster-tx.com.

Participant's Information Files

Parents/legal guardians must complete a set of registration forms for each child. The registration forms include the child's personal information, emergency information, authorized persons to release the child(ren) to, a medical release, and a liability waiver. The registration forms must indicate whether the child's shot record is on file at their school; if not, a copy of the shot record must be provided to be kept on file at the Recreation Center. A copy of these forms will be kept on file at the Recreation Center and a copy will be kept in the child's group binder. A parent/legal guardian may be removed by the other parent/legal guardian from the pick-up list only with approved court documentation. The City Attorney may review court documents. Parents are responsible for providing Leaders or the Recreation Center office staff with updated information in writing.

Registration forms are not carried over from program to program. A new set of forms are required at registration for each program. Parents may stop by the Recreation Center to pick up registration forms or ask any additional information on programs.

Attendance

Parent(s) or legal guardian(s) of children who are enrolled in a Youth Program will check in with program employees upon arrival to the Program. The City is not responsible for participants until they have been checked in to the Program.

When a child is absent, the parent should call the Recreation Center at (972) 218-3700 to inform staff of the absenteeism. Staff will not call parents to verify an absence if the child is not in attendance.

Late Pick Up

Youth Summer camp and Seasonal Camp programs end at 6:00 pm. After School Program ends at 6:30pm. The first incident will result in a written reminder to the parents. Further incidents will result in a \$5.00 late charge for every 10-minute period after 6:00pm (or) 6:30pm for after school program.

Being late three times in a 30-day period could be cause for termination from the Program. Not paying the late fees within one week of the incident may result in termination from the program.

Appeals can be made to the Recreation Supervisor or Recreation Superintendent.

Discipline Policy

Disciplinary action will be taken when a child acts inappropriately, is disruptive, verbally or physically abusive, or creates a safety concern. Children will be warned and/or placed in time-out. If the behavior continues or is severe, the child will receive a Behavioral Report. Behavioral Reports are to be signed by the parent/legal guardian. Suspensions and terminations are determined by the severity of the incident and/or the number of Behavioral Reports issued.

Suspensions and terminations will have Recreation Superintendent Approval before being implemented, unless the parent requests immediate enforcement. Suspensions and terminations include all Lancaster Parks & Recreation Youth Programs.

1st *Behavioral Report* – Parent/legal guardian signs and receives a copy of the report.

2nd *Behavioral Report* – Parent/legal guardian signs and receives a copy of the report. The Program Supervisor will contact the parent to set up a conference. The mandatory conference is held with the parent/legal guardian, child, and Recreation Supervisor to discuss the reports. The parent/legal guardian and child are reminded the next report may result in a one-week suspension. If the parent/legal guardian does not respond to the request for a conference within five days, a written notice will be sent home to inform the parent/legal guardian that the two Behavioral Reports remain and the next Behavioral Report may result in a one-week suspension from the program.

3rd *Behavioral Report* – Parent/legal guardian signs and receives copy of report. Upon Recreation Superintendent Approval, the parent may have one business day grace period before the suspension begins. During the suspension period, the child will not be eligible to be registered for other youth programs. When the suspension period is completed, the child may register for other youth programs if space is available or may be placed on the waiting list. Refunds will not be issued for days the child serves on suspension. Parents will be responsible for staying current on program fees.

4th *Behavioral Report* – The parent signs and receives a copy of report. Upon Recreation Superintendent Approval, the parent may have one business day grace period before the termination begins.

The Parks & Recreation Department reserves the right to accelerate disciplinary steps as determined necessary.

Three months after being terminated from City of Lancaster Youth Programs, the parent may submit a written request to the Recreation Superintendent requesting the child be considered eligible for re-enrollment into the Lancaster Youth Programs. A meeting may be held between the

parent/legal guardian, child, Recreation Superintendent and the Program Coordinators to determine if the child will regain eligibility for enrollment. Eligibility may or may not be regained. A written response will be sent from the Recreation Superintendent to the parent/legal guardian regarding the decision.

A child who has been terminated from the Lancaster Youth Programs will not be eligible for enrollment or participation in any Lancaster Youth Programs unless eligibility has been regained. Children terminated from the Lancaster Youth Programs and who have already been registered for an upcoming Lancaster Youth Program will be removed from the upcoming program and fees refunded. If the child regains eligibility to enroll in Lancaster Youth Programs, then the child may register if space is available or may be placed on the waiting list.

When the probation period ends, the child will return to the normal disciplinary steps.

Two terminations in a calendar year may result in permanent termination from Lancaster Youth Programs.

Parent Release and Sign Out

The registration form includes a section for the parent/legal guardian to provide the names of those persons allowed to pick up their child(ren) from the youth program. Driver's license numbers are to be supplied for each authorized person, including the parent/legal guardian. Registration forms are not carried over from program to program. A new set of forms is required at registration for each program. For security reasons, staff may not give out information over the phone.

The following procedures will be followed at all times:

- a. When a parent/legal guardian picks up the child(ren), they are to sign the child(ren) out. Identification may be requested.

When an unauthorized person picks up a child, the following procedures will be followed:

- a. Leaders will ask for identification from anyone with whom they are not familiar.
- b. The sign out policy will be explained.
- c. The parent/legal guardian will be called at work or at home to inform them of the person on site asking to pick up their child(ren). The parent or guardian will be asked for their driver's license number to verify that staff is speaking to parent/legal guardian.
- d. The parent/legal guardian will be asked to grant permission for their child(ren) to be released to the person on site. The parent or guardian will be asked to fax a signed permission letter to the Recreation Center at (972) 218-3648.
- e. Once permission is granted, the child will be released to the person on site.
- f. If the parent/legal guardian cannot be reached or does not grant permission, the child will not be released to the unauthorized person.
- g. If the unauthorized person takes the child(ren) without permission, the police will be notified and the situation will be handled as a criminal incident.

Visitors/Drop Ins

Parents/legal guardians are welcome to drop in and observe the program. Parents/legal guardians signing out their child(ren) should leave the program once child(ren) has been signed out.

Withdrawal Procedures

Any parent/legal guardian requesting to withdraw their child(ren) from a Youth Program must fill out a drop form at the time of departure. Drop forms will be available at the main office of the Recreation Center or may be requested by fax. Any child(ren) withdrawn from the program may be readmitted only as space allows.

Illness of Participants

Parents are responsible for informing the City of any special needs, concerns or information regarding their child(ren)'s health.

All participants must be able to participate in the full range of activities offered. Any child meeting any of the following criteria will not be admitted to any program:

- a. If the illness prevents the child from participating comfortably in the program activities.
- b. If the illness results in greater need for care than the staff can provide without compromising the health, safety, and supervision of the other children or staff.
- c. If the child has an oral temperature of 100.4 degrees or greater.
- d. If the child's symptoms and signs of possible severe illness include, but not limit to, the following: lethargy, uncontrolled breathing, uncontrolled diarrhea, vomiting illness, rash with fever, mouth sores with drooling, or wheezing. The participant will not be admitted back into the program until staff is comfortable that the child can be included in the Program activities.
- e. If the child has been diagnosed with a communicable disease, until medical evaluation determines the child is no longer communicable.
- f. If the child vomited in the morning prior to coming to program.
- g. If the child has discolored nasal discharge.

Participants with extensive sunburns (open sores, blisters) will be allowed into the Program, but will not be allowed to participate in any swimming activities until the area is completely healed.

Participants with a communicable disease, such as pink eye or lice, may not attend the program. Participants showing symptoms of illness will be removed from common areas and the parent will be notified and asked to pick up the child. Participants with lice will be required to return a form, signed by the parent, stating an initial treatment and a follow up treatment for lice have been applied. The receipt or the product's label must be attached to the signed treatment form. Participants may not return to the program until this signed form is on file. A copy of the form may be found in the Supplement section or at the main office. Participants with reoccurring head lice may be removed from the program at the Coordinator's discretion.

Parents/legal guardian will be notified by phone if the participant becomes ill while at the program. If the parent cannot be reached, the emergency contact will be called. Any child experiencing a fever over 100.4 degrees, vomiting, diarrhea three times within two hours or contagious skin or eye infections will be removed from common areas and should be picked up within one hour of contact with the parent/legal guardian.

Parents/legal guardian must provide a written statement from a physician stating the child is free from contagious disease before returning to the program after a contagious illness. Medical information may be faxed to the Recreation Center at (972) 218-3648.

In the event of critical illness or injury, proper medical personnel and parents/legal guardian will be notified. At the discretion of the medical personnel, the child may be transported to an emergency room or clinic by ambulance or by the parent/legal guardian. Parents/legal guardian will be responsible for any expenses incurred with treatment or transportation.

Medication

The City of Lancaster Youth Programs will administer medicine only with written parental permission and will administer medication only as stated on the label directions or as amended by the physician. A medicine form must be completed for each prescription the child receives at the Program. Medicine forms are available at the main office of the Recreation Center and at each site.

Medications must be in their original container, labeled with child name, the date (if prescription), directions on how to administer and include the physician name (if prescription). Refrigeration of medication is not available. Inhalers and peak flows must have instruction on label. The City of Lancaster Youth Program staff will not administer any type of injection. Over-the-counter drugs will be administered only when accompanied by a medicine form, in the original container and by label direction only.

Parents/legal guardians are responsible for removing medication at the end of the Program or when child is withdrawn. Leaders are responsible for administering medication at the time indicated on medicine form. Medications and the completed form will be kept in lock bag with each group.

Youth Program Payments

Parents and legal guardians are responsible for paying fees as scheduled. Youth Program payments may be made at the Recreation Center by cash or credit card.

Non-payment of fees within two months will be turned over to a collection agency. Payments for special activities and field trips not included in a program's activity fee are to be paid in cash. This applies to all programs.

Transportation

The participant to staff ratio, as stated in the Standards of Care, will be adhered to at all times when transporting participants. Participants may be transported only by City vehicle or any vehicle designated by the City. Participants may not be transported to and from activities or home by staff's personal vehicles.

All children will wear seat belts while being transported with the exception of commercial vehicles that do not offer seat belts.

Field Trips

Parents/legal guardian will be asked to sign permission form for their child(ren) to attend special field trips. Please do not send large amounts of spending money with your child(ren) on field trips. The City is not responsible for items lost during field trips. Parents are discouraged from picking their child up during field trip activities.

Parent and Child Communication

When a parent needs to contact their child(ren) at the Program, for emergency reasons only, the parent must call the Recreation Center at (972) 218-3700. Recreation Center staff will contact the child's Leader to deliver the message.

Personal Electronic Devices (PEDs) Policy

All supervised afterschool fulfilling enrichment (S.A.F.E.) program participants must complete a cell phone contract BEFORE bringing a cell phone on site. This contract will be completed during registration. Once a cell phone contract is on file, it is valid for the entire time a participant attends S.A.F.E. Afterschool Program for the current school year. If you obtain a cell phone after the registration date or your cell phone information changes it is the participant's responsibility to contact appropriate staff to either complete or update a cell phone contract.

The Parks & Recreation Department encourages and appreciates **appropriate** use of cell phones and wireless communication devices (WCD). Inappropriate use of a cell phone or wireless communication device may qualify a participant for suspension or expulsion from the S.A.F.E. Afterschool Program. Examples of inappropriate use include, but are not limited to, using the cell phone/ WCD to take pictures or videos at prohibited times, displaying inappropriate images or websites, using inappropriate language in text messages, emails, or other forms of communication or using the device for bullying, harassment or intimidation. Inappropriate use also includes sending, sharing, viewing, or possessing pictures, text messages, emails, or other material of a sexual nature in electronic or any other form on a cell phone, WCD, or other electronic device. The sole purpose for using this technology is to enhance academic achievement while respecting the dignity and safety of all participants of S.A.F.E. Afterschool Program.

1. Participants may possess a cell phone or WCD at appropriate sites and at after school, provided that it is in silent mode during normal participation hours, or as may be requested by staff members.
2. All requests by participants to use the phone or cell phone will be screened and the conversation monitored.
3. Participants are prohibited from using cell phones/ WCDs at any time unless given permission to do so by a counselor or supervisor.
4. The counselor or supervisor shall determine the rules for cell phone and WCD use during the time he or she is in charge of a group of participants.
5. Cell phones / WCDs may only be used to take photographs and/or videos at after school events and activities.
6. Cell phones/ WCD use is prohibited in restricted areas such as **restrooms and locker rooms**.
7. When directed by a staff member cell phones and/or WCD must be turned off. When directed by a staff member to turn off a cell phone or WCD or to relinquish possession of the device, the Participants must comply or face disciplinary action as outlined in the Youth Standards of Care.
8. A Participant possessing a cell phone or WCD shall be responsible for its care and safe keeping. The City of Lancaster Parks & Recreation Department shall not be responsible for lost, stolen, or damaged cell phones and/or WCDs.
9. Participants suspected of violating The City of Lancaster Parks & Recreation Department Cell phone/ WCD Policy will be required to give the entire phone (battery, sim card, etc.) to school authority. Cell phones and/or WCDs may be searched if reasonable grounds exist for suspecting that a search of the device will produce evidence that the participant is violating or has violated the law or city policy.
10. City Transportation Rules Cell phones or WCD's shall be permitted on the bus as long as they are kept in a no volume status that cannot be heard by others and the participant possessing the device can still hear emergency directions. Cell phones/ WCD's may be used in silent mode **responsibly** on the school bus. If using headphones, one ear must be exposed in the event the driver needs to relay directions or directives. Any inappropriate use of a cell phone or WCD will result in disciplinary action as outlined in Personal Electronic Devices (PEDs) Policy. Examples of inappropriate use are provided in the opening paragraph of this policy.
 - **First Offense**** On the first offense, the cell phone/ WCD will be confiscated. The phone/ WCD will be made available to the participant's parent or guardian at the end of the day. Additional consequences may be assessed for violations that involve bullying, harassment, intimidation or the production and/or dissemination of material that is sexual in nature. As with dealing with any violation of department or city policy, the significance of the violation and the participant's prior disciplinary record may impact the level of disciplinary action the school finds appropriate to impose.
 - **Second Offense**** On the second offense, the cell phone/ WCD will be confiscated. The participant will be prohibited from possessing a cell phone and/or WCD for the remainder of the school year. The parent or guardian will be given the cell phone/ WCD. Additional consequences will be assessed for continued violation and/ or camera or video use in accordance with participant rights and responsibilities (suspension and expulsion may be

recommended). Additional consequences may be assessed for violations that involve bullying, harassment, intimidation or the production and/or dissemination of material that is sexual in nature. As with dealing with any violation of Corporation or school rules, the significance of the violation and the participant's prior disciplinary record may impact the level of disciplinary action the school finds appropriate to impose.

ZERO TOLERANCE** If a student chooses to video, record, or take pictures of the counselor without permission or another participant during class without permission, the student's phone will be secured by the counselor, the appropriate supervisor will be contacted, and the participant will lose cell phone privileges for the rest of the year.

S.A.F.E. Staff shall have the discretion to determine the appropriate use of cellular phones and pagers/beepers for participants participating in extra-curricular activities while on city site.

Staff Code of Ethics

Program Leaders are expected to adhere to the City's Staff Code of Ethics, which includes not accepting gifts from participants or babysitting/socializing with participants outside of the Program. If staff members do not comply with this policy, they are subject to disciplinary procedures.

City of Lancaster
Parks & Recreation
Department



2023-2024
Youth Camp
Registration Packet



Lancaster Parks & Recreation Department
YOUTH PROGRAMS REGISTRATION FORM

Check program you are registering for: ☐ After School Program ☐ Summer Day Camp ☐ Seasonal Camp

PLEASE COMPLETE ALL BLANK AREAS IN ORDER TO QUALIFY FOR PROGRAM(S)
(Please print or type)

Registration Date _____

Child's Name _____ Home # _____

Address _____ City, State _____ Zip _____

School Attending _____ Grade Entering _____

Age _____ Date of Birth ____/____/____ Gender: ☐ Female ☐ Male

Mother/Legal Guardian Name _____ DL # _____

Address _____ City, State _____ Zip _____

Mother/Legal Guardian Workplace _____

Best Daytime # _____ Alternate Daytime # _____

Father/Legal Guardian Name _____ DL # _____

Address _____ City, State _____ Zip _____

Father/Legal Guardian Workplace _____

Best Daytime # _____ Alternate Daytime # _____

EMERGENCY CONTACTS/PERMISSION TO PICK UP CHILD:

Name _____ Relationship _____ DL # _____

Home # _____ Work # _____

Name _____ Relationship _____ DL # _____

Home # _____ Work # _____

Name _____ Relationship _____ DL # _____

Home # _____ Work # _____

ATTENDANCE AND TRANSPORTATION INFORMATION:

How will your child get home? (Check all that apply)

☐ Parent/Guardian ☐ Carpool ☐ Other If Other, please explain _____



**Lancaster Parks & Recreation Department
PROGRAMS MEDICAL AND AUTHORIZATION FORM**

EMERGENCY MEDICAL AUTHORIZATION

I, _____ as parent and/or legal guardian, do hereby release The City of Lancaster, its staff and volunteers, from all Parks and Recreation Programs liability in the case of an accident or injury to my child or ward: incurred as a participant in Lancaster.

Name _____ Age _____ Grade Entering _____

Further, in case of accident, injury or sudden illness, I authorize any first aid or emergency medical care that may become necessary for my child or ward while he or she is enrolled in any Lancaster Youth Program. I also authorize that my child or ward may be transported to a local medical facility. If I cannot be contacted in an EMERGENCY, I hereby give permission to the physician selected by the Program Coordinator to hospitalize, secure proper treatment for, and to order injection, anesthesia or surgery for my child or ward, named above. I understand I am financially responsible for any expenses incurred for medical care or transportation on my child's behalf. By executing this document, I hereby assume, on behalf of my child or ward, all risk of injury or loss to which he or she may be exposed.

Parent/Legal Guardian Signature _____

Date _____

EMERGENCY MEDICAL AUTHORIZATION

In the event of an EMERGENCY, individuals will be taken directly to the nearest hospital.

If applicable, Family Physician Name _____

Address _____ Phone # _____

Shot Record/Medical Record on file at School: ☐ Yes ☐ No Date _____

Please list any medical allergies, physical or behavioral conditions of your child: _____

Please explain special need/problems your child may have: _____

**AUTHORIZATIONS
(Initial all boxes that apply and sign below)**

- _____ I understand that responsibility for my child will be assumed by Lancaster Youth Program only when he/she has checked in with an authorized staff member of the program.
- _____ I authorize the City of Lancaster Parks & Recreation Department to utilize my child likeness for promotional purposes both electronically and in print.
- _____ I authorize any Lancaster Youth Program to transport my child to and from Program activities and field trips.
- _____ I acknowledge that the child described herein has permission to engage in all Program activities, except noted by me or family physician.
- _____ I authorize the Youth Program to involve my child in appropriate water activities.
- _____ I acknowledge receipt of the Lancaster Parks & Recreation Department "Standards of Care" for Youth Programs.

My signature below constitutes authorization for items initialed above.

Parent/Legal Guardian Signature _____

Date _____



Lancaster Parks & Recreation Department
YOUTH PROGRAMS LIABILITY WAIVER

Date: _____

Program: _____

Child's Name: _____

Age: _____

School Attending: _____

Grade Entering: _____

I understand that the activities in the Lancaster Parks & Recreation Department Youth Programs will include physical activity and exercise with the possibility of physical contact and bodily injury to my child or ward (named above), and that the Department, its staff and the City of Lancaster are not undertaking responsibility to see that the activities are free from risk of injury, loss or damage to person or property. I hereby assume all said risks for my child.

In consideration of the use and availability of services and facilities of the program site by my above named child or ward, **I HEREBY AGREE TO RELEASE, RELIEVE, HOLD HARMLESS, AND INDEMNIFY THE CITY, THE RECREATION CENTER, THE DEPARTMENT, THE PROGRAM, AND THEIR RESPECTIVE SUPERVISORS, PROGRAM DIRECTORS, COORDINATORS, LEADERS, AGENTS, INSTRUCTORS AND OTHER EMPLOYEES FROM ALL LIABILITY AND CLAIMS ARISING OUT OF ANY ACCIDENT OR INJURY SUFFERED OR INCURRED BY MY ABOVE NAMED CHILD OR WARD AT THE PROGRAM SITE OR WHILE PARTICIPATING IN ANY ACTIVITY SPONSORED, ORGANIZED OR SUPERVISED BY THE PROGRAM EXCEPT FOR ACTS OF NEGLIGENCE OF SAID RESPONSIBLE SUPERVISORS, DIRECTORS, COORDINATORS, LEADERS, AGENTS, INSTRUCTORS OR OTHER EMPLOYEES.**

Parent/Legal Guardian Signature

Date



Lancaster Parks & Recreation Department
CELL PHONE CONTRACT

Date: _____

Program: _____

Child's Name: _____

Age: _____

School Attending: _____ Grade Entering: _____

Cell phone use is prohibited without permission. By signing this contract, student and parent(s)/guardians acknowledge the rules and policy outlined in the Personal Electronic Devices (PEDs) Policy. (This policy will be enforced, regardless of whether you sign the contract or not.)

In consideration of the use and availability of services and facilities of the program site by my above named child or ward, **I HEREBY AGREE TO RELEASE, RELIEVE, HOLD HARMLESS, AND INDEMNIFY THE CITY, THE RECREATION CENTER, THE DEPARTMENT, THE PROGRAM, AND THEIR RESPECTIVE SUPERVISORS, PROGRAM DIRECTORS, COORDINATORS, LEADERS, AGENTS, INSTRUCTORS AND OTHER EMPLOYEES FROM ALL LIABILITY AND CLAIMS ARISING OUT OF ANY ACCIDENT OR INJURY SUFFERED OR INCURRED BY MY ABOVE NAMED CHILD OR WARD AT THE PROGRAM SITE OR WHILE PARTICIPATING IN ANY ACTIVITY SPONSORED, ORGANIZED OR SUPERVISED BY THE PROGRAM EXCEPT FOR ACTS OF NEGLIGENCE OF SAID RESPONSIBLE SUPERVISORS, DIRECTORS, COORDINATORS, LEADERS, AGENTS, INSTRUCTORS OR OTHER EMPLOYEES.**

Parent/Legal Guardian Signature

Date



Lancaster Parks & Recreation Department
YOUTH PROGRAM LATE PICK UP RECORD

Date _____

Parent's Name _____

Daytime # _____ Cell # _____

Child(ren)'s Name(s) _____

Circle One: 1st Incident 2nd Incident 3rd Incident

DATE _____

SIGNATURE _____

ARRIVAL TIME _____

REASON _____

AMOUNT PAID _____

STAFF INITIALS _____

Method of Payment: Cash, Credit card or Debit

First Incident: Warning, no charge

Subsequent Incidents: \$5.00 for each 10-minute period after 6:30 p.m.

Three incidents in a 30-day period may result in termination from the Program.

Non-payment of late pick up fees within one week may result in termination from the Program.

An appeals process is available and should be directed to the Recreation Superintendent at
(972) 218-3715.



Lancaster Parks & Recreation Department
DAILY SITE INSPECTION – YOUTH PROGRAMS

Date _____ Site Inspected _____

General Weather Conditions: _____

Inspection Item	Good	Needed Action	Initials of Employee Checking
First Aid Kit Present & Stocked			
Fire Extinguisher Present & Charged			
Program & Participant Files Present			
Program Areas Clean & Safe			
Participant Check-in/Check-out Sheet Completed			
Bathrooms Clean/Stocked			
Program Supplies Present/Put Away			

Please specifically detail what actions were taken to address any of the inspection items that needed action:



Lancaster Parks & Recreation Department
DAILY SITE INSPECTION – YOUTH PROGRAMS

Date _____ Site Inspected _____

General Weather Conditions: _____

Inspection Item	Good	Needed Action	Initials of Employee Checking
First Aid Kit Present & Stocked			
Fire Extinguisher Present & Charged			
Program & Participant Files Present			
Program Areas Clean & Safe			
Participant Check-in/Check-out Sheet Completed			
Bathrooms Clean/Stocked			
Program Supplies Present/Put Away			

Please specifically detail what actions were taken to address any of the inspection items that needed action:



**Lancaster Parks & Recreation Department
BEHAVIORAL REPORT**

Date: _____

Program: _____

Participant's Name _____ Age _____

Address _____ Home # _____

Description of Incident _____

Staff Comments _____

1st Offense _____

3rd Offense _____
Notification of suspension dates

2nd Offense _____

Mandatory meeting with Recreation Supervisor
Notification of next Report result in one (1) week suspension

4th Offense _____
Termination from Program

Patron's Signature

Site Supervisor's Signature

Parent/Legal Guardian Signature

Program Coordinator's Signature

Parent's Cell or Work Phone#: _____

MINUTES

LANCASTER RECREATIONAL DEVELOPMENT CORPORATION REGULAR MEETING OF NOVEMBER 14, 2023

The Members of the Lancaster Recreational Development Corporation (LRDC) Board met in a Regular Meeting in the Lancaster Recreation Center Grand Hall, 1700 Veterans Memorial Parkway, Lancaster, TX 75134 on November 14, 2023 at 7:00 p.m. with a quorum present to-wit:

LRDC Board Members Present:

Mary Sykes, Chair
William Freeman, Vice Chair
Linda Halton
Sheila Wilson
LaMonica Hudleton

LRDC Board Members Absent:

Harmonica Mays
Latitia Carter

City Staff Present:

Dori Lee, Assistant City Manager
Lisa Wube, Director of Parks and Recreation
Kimberly Burse, Administrative Secretary

Call to Order:

Chair Mary Sykes called the Lancaster Recreational Development Corporation Board Regular Meeting to order at 7:03 p.m. on November 14, 2023.

Public Testimony:

At this time citizens who have pre-registered before the meeting will be allowed to speak on consent or action items on the agenda, with the exception of public hearings, for a length of time not to exceed three minutes. 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.

There were no speakers.

CONSENT AGENDA:

1. Consider approval of minutes from the Lancaster Recreational Development Corporation Board Regular Meeting held on August 15, 2023.

MOTION: Board Member Sheila Wilson made a motion, seconded by Board Member Linda Halton. The vote was cast 5 for, 0 against (Harmonica Mays and Latitia Carter absent).

PUBLIC HEARING:

2. Conduct a Public Hearing and consider the 2023-2024 Standards of Care for Youth Programs operated by the City of Lancaster Parks and Recreation Department.

Lisa Wube, Director of Parks and Recreation, presented the Standards of Care for Youth Programs.

There were no speakers.

MOTION: Board Member LaMonica Hudleton made a motion to close the public hearing, seconded by Board Member Linda Halton. The vote was cast 5 for, 0 against (Harmonica Mays and Latitia Carter absent).

MOTION: Board Member William Freeman made a motion to recommend the Standards of Care for Youth Programs for City Council Consideration, seconded by Board Member Linda Halton. The vote was cast 5 for, 0 against (Harmonica Mays and Latitia Carter absent).

ACTION AGENDA:

3. Discuss and consider approving the terms and conditions of an agreement by and between the City of Lancaster and the Dallas Area Agency on Aging (DAAA) for continuation of the Congregate Meals Program for the Lancaster Senior Life Center.

Lisa Wube, Director of Parks and Recreation, presented the Dallas Area Agency on Aging (DAAA) Congregate Meals Program.

MOTION: Board Member Sheila Wilson made a motion, seconded by Board Member LaMonica Hudleton to approve the continuation of the agreement. The vote was cast 5 for, 0 against (Harmonica Mays and Latitia Carter absent).

ADJOURNMENT:

MOTION: Board Member LaMonica Hudleton made a motion, seconded by Board Member Linda Halton to adjourn. The vote was cast 5 for, 0 against (Harmonica Mays and Latitia Carter absent).

Meeting was adjourned at 7:18 p.m.

ATTEST:

APPROVED:

Dori Lee, Board Liaison

Mary Sykes, Chair

CITY OF LANCASTER CITY COUNCIL

City Council Special Work Session and Regular Meeting

17.

Meeting Date: 01/22/2024

Policy Statement: This request supports the City Council 2023-2024 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 Section 551.071 of the Texas Government Code (the Texas Open Meetings Act), 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:

- 1) Real Property located at 1508 Dewberry Boulevard (Bel-Air Place Apartments).
- 2) Real Property located at 632 Reindeer Road.
- 3) Real Property located at 3410 Sherwood Drive.
- 4) Future Infrastructure (Houston School Road water main damage).
- 5) DeltaVictor LLC v. City of Lancaster.
- 6) Pleasant Run Road Improvements (Dallas County MCIP 31403).

LANCASTER CITY COUNCIL

City Council Special Work Session and Regular Meeting

18.

Meeting Date: 01/22/2024

Policy Statement: This request supports the City Council 2023-2024 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.