



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



Monday, October 9, 2017 - 7:00 PM

CALL TO ORDER

INVOCATION: Ministerial Alliance

PLEDGE OF ALLEGIANCE: Councilmember Stanley Jaglowski

PROCLAMATION: Municipal Court Week and Fire Prevention Week

CITIZENS' COMMENTS:

At this time citizens who have pre-registered before the call to order will be allowed to speak on any matter other than personnel matters or matters under litigation, 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.

CONSENT AGENDA:

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

1. Consider approval of minutes from the City Council Regular Meeting held on September 25, 2017.
2. Consider a resolution approving the terms and conditions of an Interlocal Agreement Renewal by and between the Parkland Health & Hospital System and the City of Lancaster to provide certain biomedical on-line services.
3. Consider a resolution approving the terms and conditions of a project specific agreement by and between Dallas County and the City of Lancaster for the reconstruction of Centre Avenue in an amount not to exceed eighty-nine thousand five hundred five dollars and fifty cents (\$89,505.50).
4. Consider a resolution approving the terms and conditions of a Professional Services Agreement by and between the City of Lancaster and E-Website, Inc. (dba Capture Point) to provide Community Pass Software Services for Point of Sale transactions at the Lancaster Recreation Center and Senior Life Center for the purpose of recreation program registration and facility rentals and reservations.
5. Consider a resolution approving a letter to be submitted as the City of Lancaster's official public comment in opposition to the proposed billboard height rule change being considered by the Texas Department of Transportation (TxDOT) to increase the existing height of 42.5 feet to 85 feet for every billboard along federal highways across Texas.

6. Consider a resolution amending the 2014 City of Lancaster Public Improvement District (PID) Policy.

PUBLIC HEARING:

7. Z17-05 Conduct a Public Hearing and consider approval of a Specific Use Permit for Auto Repair Garage, Minor (oil change) located on the north side of Stanford Drive and approximately 186 feet west of North Dallas Avenue and contains approximately 0.7 acres of land. It is specifically addressed as 2613 N. Dallas Avenue in the City of Lancaster, Dallas County, Texas.
8. Z 17-08 Conduct a Public Hearing and consider an ordinance amending ordinance changing the zoning from Commercial Highway (CH) to Planned Development-Commercial Highway (PD-CH) to allow for hotel and hotel residence located on the northeast corner of Interstate Highway 35E and Daniieldale Road and contains approximately 2.55 acres of land. The property is more particularly described as a tract of land situated in the Silas B. Runyon Survey, Abstract No.1199, addressed as 3504 and 3508 North Interstate Highway 35-E, Lancaster, Dallas County, Texas.

ACTION:

9. Consider confirmation of Interim Fire Chief of the Lancaster Fire Department; and administer Oath of Office.

EXECUTIVE SESSION:

10. The City Council shall convene into closed executive session pursuant to 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: City Manager.
11. Reconvene into open session. Consider and take appropriate action(s), if any, on closed/executive session matters.

ADJOURNMENT

EXECUTIVE SESSION: The City Council reserve 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 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 the Lancaster City Hall on October 6, 2017 @ 8:00 p.m. and copies thereof were provided to the Mayor, Mayor Pro-Tempore, Deputy Mayor Pro-Tempore and Council members.



Sorangel O. Arenas
City Secretary

LANCASTER CITY COUNCIL

City Council Regular Meeting

1.

Meeting Date: 10/09/2017

Policy Statement: This request supports the City Council 2017-2018 Policy Agenda

Goal(s): Professional & Committed City Workforce

Submitted by: Sorangel O. Arenas, City Secretary

Agenda Caption:

Consider approval of minutes from the City Council Regular Meeting held on September 25, 2017.

Background:

Attached for your review and consideration are minutes from the:

- City Council Regular Meeting held on September 25, 2017.

Attachments

September 25, 2017 Minutes

MINUTES

LANCASTER CITY COUNCIL REGULAR MEETING OF SEPTEMBER 25, 2017

The City Council of the City of Lancaster, Texas, met in a called Regular session in the Council Chambers of City Hall on September 25, 2017 at 7:00 p.m. with a quorum present to-wit:

Councilmembers Present:

Carol Strain-Burk
Stanley Jaglowski
Marco Mejia
Mayor Pro Tem Clyde C. Hairston

Councilmembers Absent:

Mayor Marcus E. Knight
Spencer W. Hervey, Jr.
Deputy Mayor Pro Tem Nina Morris

City Staff Present:

Opal Mauldin-Jones, City Manager
Rona Stringfellow, Assistant City Manager
Dori Lee, Human Resources Director
Shane Shepard, Director of Economic Development
Baron Sauls, Finance Director
Jermaine Sapp, Director of Equipment and Facility Services
Sam Urbanski, Police Chief
Alton Dixon, Purchasing Agent
Fabrice Kabona, Assistant to the City Manager
Dale Jackson, Building Official/Interim Development Services Director
Chris Youngman, Assistant Fire Chief
Katherine Hall, Animal Control Officer
David T. Ritter, City Attorney
Sorangel O. Arenas, City Secretary

Call to Order:

Mayor Pro Tem Hairston called the meeting to order at 7:05 p.m. on September 25, 2017.

Invocation:

Pastor John Richardson gave the invocation.

Pledge of Allegiance:

Councilmember Strain-Burk led the pledge of allegiance.

Presentation:

A tribute presentation was presented in honor of Dr. Michael D. McFarland's service to the City of Lancaster. Also, Mayor Pro Tem Hairston presented a proclamation to Dr. Michael D. McFarland proclaiming September 25, 2017 as "Dr. Michael D. McFarland Appreciation Day" and urged all citizens to join him in congratulating Dr. McFarland for his years of devoted service and professionalism in the Lancaster Independent School District and extending our best wishes in his transition to Crowley ISD.

Dr. McFarland expressed his appreciation to the Lancaster ISD School Board and to the City of Lancaster for their support during his tenure. He shared that the growth and accomplishments by Lancaster Independent School District School Board and City Council were met by the collaborating efforts of dedication and hard-work.

Councilmember Mejia expressed his gratitude to Dr. McFarland for his leadership role. Also, he thanked all educators and school board members for the perseverance, dedication and sacrifices made for the community. Councilmember Mejia extended his best wishes.

Councilmember Strain-Burk thanked Dr. McFarland for his service to the community and applauded the educators and school board members for their commitment to serve in their community. She congratulated Dr. McFarland for his years of service and extended her best wishes for a successful new journey.

Councilmember Jaglowski expressed gratitude to Dr. McFarland for all the contributions made to the community and wished him and his family the best in his future endeavors.

Mayor Pro Tem Hairston shared his appreciation and gratitude for the partnership with Lancaster Independent School District School Board and creating a better community.

Recognition:

Mayor Pro Tem Hairston recognized Melva Jefferson for winning first place in the Best Yard Contest held from July to September 2017. Melva Jefferson thanked the City of Lancaster for receiving the award.

Consent Agenda:

City Secretary Arenas read the consent agenda.

1. **Consider approval of minutes from the City Council Regular Meeting held on September 11, 2017 and the City Council Special Meeting held on September 18, 2017.**
2. **Discuss and consider a resolution adopting the City of Lancaster Debt Management Policy establishing guidelines for debt financing to provide for needed land, long-term capital additions, and infrastructure improvements while minimizing the impact of debt payments on current and future revenues.**
3. **Consider a resolution ratifying 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 fifty three thousand, four hundred forty-one dollars and thirty-nine cents (\$53,441.39).**

MOTION: Councilmember Jaglowski made a motion, seconded by Councilmember Strain-Burk to approve consent items 1 through 3. The vote was cast 4 for, 0 against [Knight, Hervey, and Morris absent].

PUBLIC HEARING:

4. **Conduct a public hearing and consider an ordinance amending the Code of Ordinances by amending readopting, ratifying, republishing and extending Ordinance No. 2014-06-10, codified as Chapter 14, "offenses and additional provisions", by amending Article 14.02, "Minors", by repealing and replacing with a new Division 2, "Curfew"; providing a penalty clause, providing a severability clause; and providing for an effective date for a period of three (3) years.**

Mayor Pro Tem Hairston opened the public hearing.

There were no speakers.

MOTION: Councilmember Strain-Burk made a motion, seconded by Councilmember Jaglowski to close the public hearing. The vote was cast 4 for, 0 against [Knight, Hervey, and Morris absent].

MOTION: Councilmember Strain-Burk made a motion, seconded by Councilmember Jaglowski to approve item 4. The vote was cast 4 for, 0 against [Knight, Hervey, and Morris absent].

5. **Z17-05 Conduct a Public Hearing and consider approval of a Specific Use Permit for Auto Repair Garage, Minor (oil change) located on the north side of Stanford Drive and approximately 186 feet west of North Dallas Avenue and contains approximately 0.7 acres of land. It is specifically addressed as 2613 N. Dallas Avenue in the City of Lancaster, Dallas County, Texas.**

Mayor Pro Tem Hairston shared that item 5 requires a supermajority (6 of the 7 members of Council) to enable action for this item.

MOTION: Councilmember Strain-Burk made a motion, seconded by Councilmember Jaglowski to place item 5 on October 9, 2017 agenda. The vote was cast 4 for, 0 against [Knight, Hervey, and Morris absent].

6. **Discuss and consider a resolution authorizing the City Manager to execute an economic development agreement pursuant to Chapter 380, Texas Local Government Code, by and between the City of Lancaster and Ashta Vinayak Hospitality, LLC.**

MOTION: Councilmember Strain-Burk made a motion, seconded by Councilmember Jaglowski to approve item 6. The vote was cast 4 for, 0 against [Knight, Hervey, and Morris absent].

7. **Discuss and consider a resolution authorizing the City Manager to execute an economic development agreement for a real property tax rebate pursuant to Chapter 380, Texas Local Government Code, by and between the City of Lancaster and Ashta Vinayak Hospitality, LLC.**

Councilmember Jaglowski inquired about the date of completion. Director of Economic Development Shepard shared the estimated completion is the end of summer 2018

MOTION: Councilmember Strain-Burk made a motion, seconded by Councilmember Jaglowski to approve item 7. The vote was cast 4 for, 0 against [Knight, Hervey, and Morris absent].

8. **Discuss and consider a resolution repealing Resolution 2017-08-54 in its entirety, and authorizing the City Manager to execute an economic development agreement pursuant to Chapter 380, Texas Local Government Code, by and between the City of Lancaster and CH Realty VII/I Dallas Houston School Rd, L.P.**

MOTION: Councilmember Jaglowski made a motion, seconded by Councilmember Strain-Burk to approve item 8. The vote was cast 4 for, 0 against [Knight, Hervey, and Morris absent].

9. **Discuss and consider a resolution repealing Resolution 2017-08-51 in its entirety, and ratifying the terms and conditions of an incentive grant by and between CH Realty VII/I Dallas Houston School Rd., L.P. and the Lancaster Economic Development Corporation.**

MOTION: Councilmember Jaglowski made a motion, seconded by Councilmember Strain-Burk to approve item 9. The vote was cast 4 for, 0 against [Knight, Hervey, and Morris absent].

MOTION: Councilmember Strain-Burk made a motion, seconded by Councilmember Jaglowski, to adjourn. The vote was cast 4 for, 0 against [Knight, Hervey, and Morris absent].

The meeting was adjourned at 7:41 p.m.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

LANCASTER CITY COUNCIL

City Council Regular Meeting

2.

Meeting Date: 10/09/2017

Policy Statement: This request supports the City Council 2017-2018 Policy Agenda.

Goal(s): Healthy, Safe & Engaged Community

Submitted by: Opal Mauldin-Jones, City Manager

Agenda Caption:

Consider a resolution approving the terms and conditions of an Interlocal Agreement Renewal by and between the Parkland Health & Hospital System and the City of Lancaster to provide certain biomedical on-line services.

Background:

Texas law requires each Advanced Life Support (ALS) ambulance provider to have a qualified medical control system. This medical control agency provides day-to-day on-line medical direction for paramedics in the field. The City of Lancaster has used the Dallas Biomedical On-Line Supervision system for these services since the inception of our paramedic program in 1986. This proposed agreement renewal is with the Parkland Health and Hospital System. Other Cities that participate in the system are Dallas, DeSoto, Duncanville, Highland Park, Garland, Irving, Mesquite, Richardson, Sunnyvale, University Park, and Wills Point. All Cities share the cost of running the system.

Operational Considerations:

The On-Line Supervision system is required for the City of Lancaster to provide Ambulance Services to the Citizens of Lancaster.

Legal Considerations:

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

Public Information Considerations:

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

Fiscal Impact:

The cost to the City of Lancaster is calculated on a per capita basis for an amount not to exceed \$21,765.85 for FY2017-2018, and \$21,909.00 for FY2018-2019.

Options/Alternatives:

1. Approve the resolution, as presented.
2. Deny the resolution.

Recommendation:

Staff recommends that City Council approve the resolution authorizing the City of Lancaster to continue to participate with the Dallas County Hospital District d/b/a Parkland Health & Hospital System with renewal of Biomedical On-Line Supervision services.

Attachments

Resolution

Exhibit A

2016-11-91(Executed Agreement)

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE RENEWAL TERMS AND CONDITIONS OF THE INTERLOCAL AGREEMENT BY AND BETWEEN DALLAS COUNTY HOSPITAL DISTRICT D/B/A PARKLAND HEALTH & HOSPITAL SYSTEM AND THE CITY OF LANCASTER, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT A, FOR SERVICES RELATED TO THE BIOTEL SYSTEM; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lancaster desires to purchase the BioTel system services from Dallas County Hospital District d/b/a Parkland Health & Hospital System ("Parkland"), and Parkland desires to sell said services to Lancaster in order to provide medical control for paramedics in the field via radio and telemetered patient data; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the TEXAS GOVERNMENT CODE provides authorization for any local government to contract with one or more local governments to perform government functions and services under the terms of the Act; and

WHEREAS, Parkland and Lancaster desire to continue the Interlocal Agreement permitting Lancaster to purchase BioTel services from Parkland, which is attached hereto and incorporated herein as Exhibit A, and authorizing the City Manager to execute said Agreement;

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

SECTION 1. The City Council hereby authorizes, approves and accepts the terms and conditions of the Interlocal Agreement by and between the City of Lancaster and Dallas County Hospital District D/B/A Parkland Health & Hospital System for BioTel System services, which is attached hereto and incorporated herein by reference as Exhibit A; and, the City Manager is hereby authorized to execute said Agreement.

SECTION 2. 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 this the 9th day of October, 2017.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

INTERLOCAL AGREEMENT RENEWAL

This Renewal is entered into by and between the CITY OF LANCASTER, TEXAS ("CITY") and the Dallas County Hospital District d/b/a Parkland Health & Hospital System ("PARKLAND").

WHEREAS, PARKLAND and CITY are parties to that certain Interlocal Agreement, which was dated to be effective as of October 1, 2016, (the "Agreement"); and

WHEREAS, PARKLAND and CITY wish to renew such Agreement in the manner which is more fully set forth below; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, PARKLAND and CITY hereby agree as follows:

1. Pursuant to Section V.1 of the Agreement, the term of the Agreement shall be renewed for a twenty-four (24) month period, effective as of October 1, 2017, and terminate on September 30, 2019 ("Renewal Term").

2. Total payments by the CITY during the Renewal Term shall not exceed FORTY THREE THOUSAND SIX HUNDRED SEVENTY FOUR DOLLARS AND EIGHTY FIVE CENTS (\$43,674.85), which amount (or a portion thereof where Renewal Term may exceed one year) is hereby set aside and segregated for the purpose of paying for the Services in accordance with the terms of the Agreement:

2.1 Payment for the period October 1, 2017, through September 30, 2018, shall be made in one installment in the amount of \$21,765.85 upon execution of this Amendment;

2.2 Payment for the period of October 1, 2018, shall be made in the amount of \$21,909.00, upon receipt of invoice from PARKLAND.

3. This Renewal is effective as of the 1st day of October, 2017.

4. Except as modified by this Renewal, the Agreement remains in full force and effect.

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

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

By: _____

Name: _____

Title: _____

Date: _____

The City of Lancaster, Texas

By: _____

Name: Opal Mauldin-Jones

Title: City Manager

Date: October 9, 2017

RESOLUTION NO. 2016-11-91

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE INTERLOCAL AGREEMENT BY AND BETWEEN DALLAS COUNTY HOSPITAL DISTRICT D/B/A PARKLAND HEALTH & HOSPITAL SYSTEM AND THE CITY OF LANCASTER, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT A, FOR SERVICES RELATED TO THE BIOTEL SYSTEM; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lancaster ("Lancaster") desires to purchase the BioTel system services from Dallas County Hospital District d/b/a Parkland Health & Hospital System ("Parkland"), and Parkland desires to sell said services to Lancaster in order to provide medical control for paramedics in the field via radio and telemetered patient data; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the TEXAS GOVERNMENT CODE provides authorization for any local government to contract with one or more local governments to perform government functions and services under the terms of the Act; and

WHEREAS, Parkland and Lancaster desire to enter into the Interlocal Agreement permitting Lancaster to purchase BioTel services from Parkland, which is attached hereto and incorporated herein as Exhibit 1, and authorizing the City Manager to execute said Agreement;

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

SECTION 1. The City Council hereby authorizes, approves and accepts the terms and conditions of the Interlocal Agreement by and between the City of Lancaster and Dallas County Hospital District D/B/A Parkland Health & Hospital System for BioTel System services, which is attached hereto and incorporated herein by reference as Exhibit 1; and, the City Manager is hereby authorized to execute said Agreement.

SECTION 2. That this Resolution shall take effect immediately from and after its passage, as the law and charter in such cases provide.

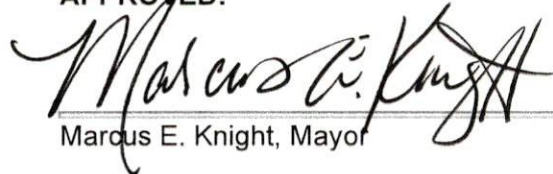
DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 14th day of November, 2016.

ATTEST:



Sorangel O. Arenas, City Secretary

APPROVED:



Marcus E. Knight, Mayor

APPROVED AS TO FORM:



Robert E. Hager, City Attorney

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

INTERLOCAL AGREEMENT

This Agreement is made and entered into by and between the DALLAS COUNTY HOSPITAL DISTRICT d/b/a PARKLAND HEALTH & HOSPITAL SYSTEM, a political subdivision of the State of Texas, located in Dallas County, Texas, ("PARKLAND") and the CITY OF LANCASTER, TEXAS, a Municipal Corporation, located in Dallas County, Texas ("CITY").

WITNESSETH

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

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

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

WHEREAS, PARKLAND contracts with The University of Texas Southwestern Medical Center ("UT SOUTHWESTERN") for certain physician and other services that are a part of the BioTel/EMS System, including the provision of certain off-line services, including, but not limited to, training, protocol development, and policy development; and

WHEREAS, PARKLAND desires to contract with the CITY for the sale of BioTel/EMS System services and the CITY desires to purchase from PARKLAND the BioTel/EMS System services; and

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

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

I.

DESCRIPTION OF SERVICES

1. For the consideration hereinafter agreed to be paid to PARKLAND by the CITY, PARKLAND shall provide medical direction for the CITY's emergency medical services, and shall

provide a prehospital emergency medical direction system known as BioTel/EMS System or "BIOTEL," hereinafter called the "Services."

2. The Services are to be performed according to acceptable standard medical practices and to conform to the Scope of Service for On-line and Off-line Medical Control for the BioTel/EMS System ("Scope of Services") attached hereto as Exhibit A.

II.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

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

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

III.

COORDINATION

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

IV.
PAYMENT

1. The Agreement term is one (1) year. Total payments by the CITY during the Agreement term shall not exceed TWENTY ONE THOUSAND FIVE HUNDRED TWENTY ONE DOLLARS AND EIGHTY ONE CENTS (\$21,521.81), which amount (or a portion thereof where Agreement term may exceed one year) is hereby set aside and segregated for the purpose of paying for the Services in accordance with the terms of this Agreement. Payments shall be made in equal monthly payments in the amount of \$1,793.48 and shall be made at the end of each month.

V.
TERM

1. The term of this Agreement shall commence on October 1, 2016, and terminate on September 30, 2017, unless sooner terminated in accordance with the provisions of this Agreement. The Agreement may be renewed for successive twenty-four (24) month periods upon the same terms and conditions as set forth in this Agreement. The parties shall mutually agree to any change in consideration during subsequent renewal periods.

VI.
INDEPENDENT CONTRACTOR

1. PARKLAND's status and the status of all physicians, nurses, paramedics, and other medical personnel performing work related to the BioTel/EMS System shall be that of an Independent Contractor and not any of the following: an agent; servant; employee; member of CITY's workforce; or representative of the CITY in the performance of these Services. No term or provision of this Agreement or act of PARKLAND or the CITY under this Agreement shall be construed as changing that status.

VII.
INDEMNIFICATION

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

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

3. PARKLAND shall not be obligated to indemnify, defend or hold harmless the CITY or any of its officers, agents, or employees when the injury or damage to a person or property is

caused by the negligence of the CITY, its officers, agents or employees. In the event of joint and concurrent negligence of PARKLAND and the CITY, responsibility and indemnity, if any, shall be apportioned in accordance with the laws of the State of Texas.

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

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

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

7. No part of this Agreement shall be interpreted to constitute a waiver of any defense of the parties available to the CITY and PARKLAND under Texas law and the immunities or limits of liability granted to PARKLAND or the CITY under the Texas Torts Claim Act.

8. The provisions of this section are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

VIII. TERMINATION

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

2. PARKLAND may, at its option and without prejudice to any other remedy it may be entitled at law or in equity, or elsewhere under this Agreement, terminate further work under this Agreement, in whole or in part by giving at least one hundred eighty (180) days prior written

notice thereof to the CITY, with the understanding that all Services being terminated shall cease upon the date specified in such notice.

IX.
NOTICES

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

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

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

To: CITY
The City of Lancaster, Texas
1650 N. Dallas Avenue
Lancaster, Texas 75134
Attention: D. Hillary

X.
MISCELLANEOUS

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

2. The obligations of the Parties set forth herein are expressly conditioned on the approval of this Agreement the City Council of the City of Lancaster. Notwithstanding anything to the contrary set forth herein, neither Party shall have any liability to the other unless/until this Agreement is approved by the City Council of the City of Lancaster, and if such approval cannot be obtained, this Agreement shall be null and void.

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

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

5. This Agreement can be revised at any time by mutual consent of the parties and shall be revised by written amendment(s) to this Agreement and signed by both parties. No oral modifications can be made to this Agreement.

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

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

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

By:



Name:

Liz McMullen

Title:

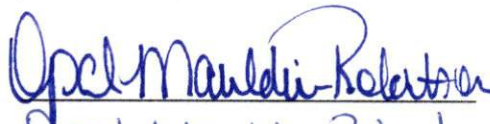
Vice President-Finance & Controller

Date:

9-29-16

The City of Lancaster, Texas

By:



Name:

Opal Mauldin-Robertson

Title:

City Manager

Date:

14 Nov. 16

EXHIBIT A

Scope of Services for On-line and Off-line Medical Control for the BioTel/EMS System

I. On-line Medical Direction

A. Staffing

1. Nurse staffing provided continuously 24/7/365

- a. In addition to continuous nurse staffing 24/7/465, double coverage will be provided during peak times; however, such additional coverage may be through a paramedic.
- b. Coordinates in-time on-line medical direction.

2. Physician staffing continuously 24/7/365

- a. The physician responsible for coordinating all system medical control and addressing clinical issues associated with the operation of the BioTel/EMS System shall be known as the BioTel/EMS Medical Director.
- b. The UT SOUTHWESTERN emergency medicine physicians working within the Parkland Emergency Department shall provide medical control (i.e. medical advice and direction) when requested by CITY's paramedics who are assisting patients. Adequate BioTel/EMS System physician staffing shall be maintained twenty-four (24) hours a day, seven (7) days a week, during the term of this Agreement. A physician will answer all requests for assistance either from the BioTel/EMS System room or from the Emergency Department areas twenty-four (24) hours a day, seven (7) days a week. The physician need not be present in the radio room while assigned to, and on duty with, the BIOTEL operation.
- c. BIOTEL physicians shall respond to a field paramedic's request for assistance immediately after receipt of a call. PARKLAND will be responsible for monitoring and enforcing a sixty (60) second response time standard ninety percent (90%) of the time.
- d. When requested, BIOTEL presently has the capability to obtain a specialized physician in the following areas: Pediatrics, internal medicine, surgical, trauma, obstetrical/gynecological, psychiatry, toxicology and cardiology. Additional sub-specialty consultation is available.

3. Miscellaneous

- a. Only registered nurses (RNs), physicians, paramedics and clerical staff shall be assigned by PARKLAND to the BioTel program

- b. The BIOTEL program shall be adequately staffed by at least one (1) registered nurse twenty-four (24) hours a day, seven (7) days a week throughout the duration of this Agreement. Additional personnel will be assigned as needed based upon workload. Efficiency of the system shall be maintained by PARKLAND administration. A nurse or paramedic shall monitor the radio communications at all times. Changes to the staffing model may be made, if necessary upon agreement between the CITY and PARKLAND.
- c. All RNs and paramedics assigned to the BIOTEL program shall undergo initial training and ongoing training including the role of BIOTEL and EMS in the community. They will review and be tested on the BioTel/EMS Treatment Guidelines and Policies and are instructed in proper communication procedures relating to the BIOTEL equipment
- d. When notified by field personnel, BIOTEL staff shall assist as needed in contacting a hospital to which a critical, priority patient is en-route, and provide that hospital with pertinent data concerning the patient.
- e. BIOTEL staff shall be responsible for assisting other medical personnel in emergency situations. BIOTEL RNs shall follow established BIOTEL RN Treatment Guideline Options according to the needs of the patient. The BIOTEL staff shall contact an Emergency Medicine physician when a request for assistance is made, and shall record all recommended treatments and maintain all appropriate records.
- f. BIOTEL staff shall ensure the proper functioning of all contracted BIOTEL equipment.
- g. Personnel assigned to BIOTEL shall utilize the current BioTel/EMS Treatment Guideline and Policy Manual enacted for the functioning of the BioTel/EMS System. PARKLAND may modify the BioTel/EMS Treatment Guideline and Policy Manual provided, however, that both the CITY and PARKLAND mutually agree upon any material changes to these procedures, unless otherwise required by law, rule, regulation, and all other applicable governmental agencies and accrediting organizations having jurisdiction over PARKLAND. PARKLAND shall make the BioTel/EMS Treatment Guideline and Policy Manual available to the CITY.
- h. BIOTEL staff shall monitor area hospital's capabilities and help coordinate EMS transports to appropriate facilities as provided in accordance with departmental procedures approved by the BioTel/EMS System Medical Director.
- i. BIOTEL staff shall maintain a current database for day-to-day medical control, as well as the monthly statistical report. The BIOTEL staff will also maintain revisions to the BioTel/EMS Treatment Guidelines and Policies and perform other tasks as

needed under the direction of BIOTEL Management. A copy of the statistical report will be furnished to the CITY quarterly

- j. The BIOTEL Program Manager shall serve as the primary liaison with: Area receiving hospitals, other EMS agencies, Emergency air medical services operating in the DFW region, UT SOUTHWESTERN – Division of EMS Education, Pre-hospital providers that are not under BIOTEL medical control.

B. Additional Services

1. Social Work Program

- a. Assessment and enrolment of patients, serving as a liaison between social service agencies and CITY, and providing feedback and updates to EMS agencies.

2. Emergency Legal Assistance Program

- a. Will provide an on-call attorney licensed to practice law in the State of Texas.
- b. The Attorney will be:
 - (1) Familiar with delivery of Emergency Medical Services and applicable laws pertaining thereto, including, but not limited to the Medical Practice Act and the Health and Safety Code and any other applicable laws.
 - (2) On-call twenty-four (24) hours /day, seven (7) days a week.
 - (3) Expected to provide an alternate in case of his/her absence.

3. Field Amputation Team Activation at the request of CITY field paramedics, supervisors or Chief Officers or at the discretion of BIOTEL staff consistent with BIOTEL policy.

- a. The Team will provide supplies necessary for field amputation
- b. The Team will be ready for transport to scene within fifteen (15) minutes of activation. Estimated time of arrival may vary depending on scene location and other factors.

4. Bloodborne Pathogen Exposure Tracking

- a. Will provide a process for CITY personnel who have sustained a blood and/or body fluid exposure while on-duty to receive testing and subsequent follow-up with Dallas County Health Department.

5. Data collection including CITY call volume, types of BIOTEL calls, frequency and type of physician consultation, numbers of patients for whom BIOTEL is notified/contacted received by area hospitals, resource overload based on

the report from North Texas Trauma Regional Advisory Committee (NCTTRAC), Emergency Legal Assistance Program, Specialty Team Activation, Trauma diversion, and any other data collection requested by CITY.

6. Maintenance of the BioTel room and facilities, and the records involving On-line Medical Control for the BioTel/EMS System, shall be provided by PARKLAND. The BioTel/EMS System room and facilities shall be available for reasonable use by the CITY's paramedics, provided that such use does not interfere with the medical operations and functions of the BioTel/EMS System office and facilities.
- C. Periodic meetings, at least quarterly, will be attempted to be scheduled between the CITY representatives and the PARKLAND and UT SOUTHWESTERN personnel who supervise the BioTel/EMS System. The purpose of the meetings shall be to assess the program and services provided and recommend improvements.

II. Off-line Medical Direction

A. Staffing

1. BIOTEL Medical Director

- a. Have the ultimate responsibility for all clinical aspects of the EMS System and shall meet all State of Texas requirements for serving as an EMS System Medical Director.
- b. Be immediately available 24/7/365 for consultation or problem resolution or shall arrange for an Associate EMS Medical Director to be available in his/her place.
- c. Assign to CITY an Associate Medical Director who shall serve as CITY's day-to-day Medical Director.

2. BIOTEL Associate Medical Director

- a. Work with CITY's Chief and EMS Command Staff to ensure that the CITY's EMS operations, administration, training and special operations activities result in the delivery of quality out-of-hospital emergency medical care for the residents of and visitors to the CITY.
- b. Assist the CITY with the review and response to any clinical or clinical/operational complaint, concerns, unusual occurrence ("UO") or commendations that are brought to the attention of the CITY regarding EMS and will assist in the development and implementation of a comprehensive EMS Quality Management Plan.
- c. Work with the CITY's EMS Chief responsible for EMS to develop, implement, and evaluate EMS quality improvement activities.
- d. Be made aware of and will consult on the response to all EMS clinical claims (lawsuits) against the CITY.

- e. Ensure that the CITY provides reality-based training for its EMS providers.
- f. Interact outside of the hospital setting with the CITY's EMS providers.
- g. Educate and train CITY's EMS providers on all BIOTEL Treatment Guidelines and Policies.
- h. Serve as the physician liaison to other healthcare providers in the CITY.
- i. Be notified of all significant on-duty illness or injury to CITY EMS providers. The Associate Medical Director shall serve as the liaison with the treating physician(s) in the hospital where the CITY EMS provider is transported to, shall serve as the CITY EMS providers' medical advocate and shall advise the CITY's EMS leadership of the status of the CITY EMS providers' illness or injury.

B. Additional Services

- 1. May attend regular or ad hoc meetings at the request of the CITY's leadership.
- 2. May assist in the development or provision of specialized education and training for the CITY's providers.
- 3. May serve as a consultant to the CITY's 911 Communications Center. The Medical Director shall review, as requested, any EMS dispatch incidents in consultation with the 911 Center's leadership. In addition, the Medical Director participates in tape audits and the evaluation of new dispatch protocols and/or procedures as requested.
- 4. May be made aware of and will serve as a consultant in the planning and response to any EMS special event in which the CITY serves as the emergency medical provider.
- 5. May oversee the clinical aspects of the CITY's Mobile Community Healthcare Program (MCHP) and will be immediately available or arrange for an appropriate individual to be immediately available for consultation regarding any patient enrolled in that program.
- 6. In collaboration with the CITY's Chief responsible for EMS, may ensure that the CITY's policies designed to minimize the risk of exposure to blood borne pathogens are state-of-the art. Together, recommendations for changes in policy, protocol, or protective equipment are made to the CITY Chief to mitigate the likelihood of exposure to blood-borne pathogens.
- 7. May serve as advocate for the CITY's role in promoting Public Access Defibrillation and CPR training for the CITY.

8. May take on additional responsibilities or projects as requested by the CITY Chief following approval of the BioTel/EMS System Medical Director.

C. Hours and Rates

1. The minimum number of hours provided to CITY for off-line medical direction will be four (4) hours.
2. Additional hours for off-line medical direction will be provided at an hourly rate of \$180.00 per hour.

Business Associate Addendum
to
Interlocal Agreement

This Business Associate Addendum to the Interlocal Agreement (the "Addendum"), effective October 1, 2016 (the "Effective Date"), is entered into by and between the City of Lancaster, Texas ("Covered Entity") and the Dallas County Hospital District d/b/a Parkland Health & Hospital System, ("Business Associate").

RECITALS

This Addendum amends the Interlocal Agreement by and between Business Associate and Covered Entity, made and entered into effective the 1st day of October, 2016 (the "Agreement") by adding the provisions set forth herein, which are fully incorporated into and made a binding part of the Agreement.

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

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

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

AGREEMENT

1. Terms Used. Terms used, but not otherwise defined, in this Addendum, shall have the same meaning as those terms in the HIPAA Rules.
2. Permitted Uses and Disclosures of PHI. Except as otherwise limited in the Agreement or this Addendum, Business Associate may Use and/or Disclose PHI to perform the functions, activities, or services for or on behalf of Covered Entity as specified in the Agreement provided that such Use and/or Disclosure would not violate the HIPAA Rules if done by Covered Entity. All other Uses or Disclosures not authorized by the Agreement or this Addendum are prohibited.

3. Business Associate agrees to:

3.1. Not Use and/or Disclose PHI other than as permitted or required by the Agreement or this Addendum or as Required By Law.

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

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

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

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

3.6. Make any amendment(s) (at the request of, and in a reasonable time and manner designated by, Covered Entity) to PHI in a Designated Record Set that Covered Entity directs pursuant to 45 C.F.R. 164.526. In the event an Individual submits a request for amendment directly to Business Associate, Business Associate shall promptly forward the request to Covered Entity

through its Privacy Officer. Business Associate is not required to amend PHI if it does not maintain a Designated Record Set on behalf of Covered Entity.

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

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

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

3.10. Ensure that all Uses and Disclosures of PHI are subject to the principle of "minimum necessary," i.e., only PHI that is the minimum necessary to accomplish the intended purpose of the Use, Disclosure, or request may be Used or Disclosed.

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

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

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

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

4. Covered Entity agrees to:

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

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

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

5.1. Use or Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate provided that such Uses and Disclosures are required under state and federal laws.

5.2. Use PHI to provide Data Aggregation services to Covered Entity as permitted by 42 C.F.R. 164.504(e)(2)(i)(B) when such services are required pursuant to the Agreement between the parties.

6. LIABILITY LIMITATIONS. All parties agree to be responsible for their own negligent acts or omissions or other tortious conduct in the course of performance of this Agreement, without waiving any sovereign immunity, governmental immunity or available defenses available to the parties under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. All parties agree that any such liability or damages occurring during the performance of this Agreement caused by the joint or comparative negligence of the parties, or their employees, agents or officers shall be determined in accordance with comparative responsibility laws of Texas.

7. Term and Termination.

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

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

7.3. Effect of Termination.

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

7.3.2. In the event that Business Associate determines that return or destruction of the PHI is infeasible, Business Associate shall provide in writing to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual written agreement of the Parties that return or destruction of the PHI is infeasible, Business Associate shall extend the protections of this Addendum to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

8. Rights to Proprietary Information; Injunctive Relief. Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI it releases to Business Associate. Business Associate understands and acknowledges that any disclosure or misappropriation of any of PHI in violation of this Addendum will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as Covered Entity shall deem appropriate. Such right of Covered Entity is to be in addition to the remedies otherwise available to Covered Entity at law or in equity.

9. Miscellaneous.

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

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

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

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

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

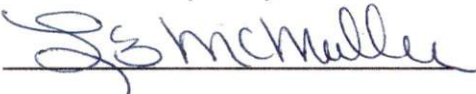
9.6 Effect of Addendum. Except as amended by this Addendum, the terms and provisions of the underlying Agreement shall remain in full force and effect.

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

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

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

By:



Name:

Liz McMullen
Vice President-Finance & Controller

Date:

9-29-16

Covered Entity

By:



Name:

Opal Mauldin-Robertson

Title:

City Manager

Date:

14 Nov. 16

LANCASTER CITY COUNCIL

City Council Regular Meeting

3.

Meeting Date: 10/09/2017

Policy Statement: This request supports the City Council 2017-2018 Policy Agenda.

Goal(s): Sound Infrastructure

Submitted by: Jim Brewer, Director of Public Works

Agenda Caption:

Consider a resolution approving the terms and conditions of a project specific agreement by and between Dallas County and the City of Lancaster for the reconstruction of Centre Avenue in an amount not to exceed eighty-nine thousand five hundred five dollars and fifty cents (\$89,505.50).

Background:

In February of 2012, Dallas County and the City of Lancaster entered into a master interlocal agreement in order for the County to provide road and bridge maintenance and repair on certain roadways. The project specific agreement (PSA) is specifically intended to identify a project authorized under the master agreement. This agreement will allow the City to pay for the materials at cost and the road and bridge crew will overlay the specific streets.

Operational Considerations:

With the project specific agreement approved by the City of Lancaster, Dallas County can proceed with scheduling Centre Avenue for reconstruction and overlay.

Legal Considerations:

The resolution and agreement have 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 Lancaster City Council noticed in accordance with the Texas Open Meetings Act.

Fiscal Impact:

Funding for approved projects will be paid out of Public Works Department designated funds for roadways impacted by waste hauler franchise fees paid to the City. The total amount will not exceed eighty-nine thousand five hundred five dollars and fifty cents (\$89,505.50).

Options/Alternatives:

1. Approve the resolution, as presented.
2. Deny the resolution.

Recommendation:

Staff recommends approval of Resolution as presented.

Attachments:

Exhibit 1

Resolution



DALLAS COUNTY
COMMISSIONER DISTRICT 3
JOHN WILEY PRICE

To: Joe White
City of Lancaster

From: Roger Miller, Superintendent
Dallas County, Road and Bridge #3

Date: October 2, 2017

Sub: City approval PSA's

Attached you will find the PSA and attachments A and B For the reconstruction of Centre Ave, beginning at Red Bud and ending at Pecan. When the PSA's have been approved and signed by the City. Please do not mail, contact me by phone or email. We will also need copies of the Resolution and or Minutes. As included in the PSA upon commencement of the project, the City shall deposit with the County Treasurer, the full amount of City's cost of the project.

**PROJECT SPECIFIC AGREEMENT RE: RECONSTRUCTION AND
OVERLAY OF CENTRE AVENUE, "TYPE E" PUBLIC ROADWAYS --
MADE PURSUANT TO DALLAS COUNTY'S MASTER ROAD & BRIDGE
INTERLOCAL MAINTENANCE AGREEMENT WITH
CITY OF LANCASTER, TEXAS**

This Project Specific Agreement, (hereinafter "PSA"), supplemental to the Master Interlocal Agreement, is made by and between Dallas County, Texas (hereinafter "County") and the City of Lancaster, Texas (hereinafter "City"), acting by and through their duly authorized representatives and officials, for the purpose of transportation-related maintenance, repairs and improvements to be undertaken on the Street listed on Attachment "A", City of Lancaster, Texas ("Project").

WHEREAS, Chapter 791 of the Texas Government Code and Chapter 261 of the Texas Transportation Code provides authorization for local governments to contract amongst themselves for the performance of governmental functions and services;

WHEREAS, on or about September 25, 2012, County and City entered into a Master Interlocal Agreement ("Agreement"), whereby County agreed to provide road and bridge maintenance and repair on "Type E" roadways, situated within the territorial limits and jurisdiction of City, such maintenance to be fully funded and paid for at City's costs and expense; and

WHEREAS, City now desires County to perform such maintenance and repairs, consisting of reconstruction and overlay of Centre Avenue listed on attachment A, public roadway situated in the City of Lancaster, Texas, as more fully described on Attachment "A";

NOW THEREFORE THIS PSA is made by and entered into by County and City, for the mutual consideration stated herein.

Witnesseth

Article I

Project Specific Agreement

This PSA is specifically intended to identify a Project authorized under the Master Agreement, changes in the rights and responsibilities of each of the parties as set forth in the Master Agreement and additions thereto as incorporated herein. This PSA will be an addition to the Master Agreement and incorporates each term and condition thereof as if fully set forth herein. All terms of the Master Agreement remain in full force and effect, except as modified herein. In the event of any conflict between the Master Agreement and this PSA, this PSA shall control.

Article II

Incorporated Documents

This PSA incorporates, as if fully reproduced herein word for word and number for number, the following items:

1. Master Agreement authorized by County Commissioners Court Order 2012-1599,

- dated September 25, 2012, and additions thereto as incorporated herein,
2. The Construction Estimate (Attachment "A"), and
 3. Map/Diagram of the Proposed Work Site (Attachment "B").

Article III

Term of Agreement

This PSA becomes effective when signed by the last party whose signature makes the agreement fully executed and shall terminate upon the completion and acceptance of the Project by City or upon the terms and conditions in the Master Agreement.

Article IV

Project Description

This PSA is entered into by the parties for repair, maintenance and improvements conducted on "Type E" public roadway within the City of Lancaster, Texas. The Project shall consist of reconstruction and overlay of Centre Avenue listed on attachment "A", in the City of Lancaster, Texas, (hereinafter "Project"), and as more fully described in Attachments "A" and "B". The Project is authorized by the aforementioned Master Agreement, with the parties' obligations and responsibilities governed thereby, as well as by the terms and provisions of this PSA. The Project will facilitate the safe and orderly movement of public transportation to benefit both the City and County. The City has and hereby does give its approval for expenditure of County funds for the construction, improvement, maintenance, or repair of street located within the City.

Article V

Fiscal Funding

Notwithstanding anything to the contrary herein, this PSA is expressly contingent upon the availability of County funding for each item and obligation contained herein. City shall have no right of action against the County of Dallas as regards this PSA, specifically including any funding by County of the Project in the event that the County is unable to fulfill its obligations under this PSA as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this PSA or failure of any funding party to budget or authorize funding for this PSA during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the County at its sole discretion, may provide funds from a separate source or terminate this PSA. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Notwithstanding anything to the contrary herein, this PSA is expressly contingent upon the availability of City funding for each item and obligation contained herein. County shall have no right of action against the City as regards this PSA, specifically including any funding by City of the project in the event that the City is unable to fulfill its obligation under this PSA as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this PSA or failure of any funding party to budget or authorize funding for this PSA during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the City, at its sole discretion, may provide funds from separate source or terminate from this PSA. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Article VI

Agreements

I. City's Responsibilities:

1. City, at its own expense, shall be responsible for the following: (a) Informing the public of the proposed maintenance or construction of the Project; (b) acquiring any right-of-way necessary to complete the Project under consideration; (c) locating all manholes, water valves, and other utilities within the Project; (d) making all utility relocations or adjustments necessary for the Project; (e) remediation of any hazardous or regulated materials, or other environmental hazard on or near the Project location; and (f) funding the purchase, of all materials necessary to perform the Project construction.
2. City shall further be responsible for all maintenance when the Project is completed.

III. County Responsibilities:

1. County shall provide labor, manpower and equipment necessary to complete the Project.
2. County shall complete all completed services in a good and workmanlike manner.

IV. Funding:

County and City mutually agree that City shall be responsible to pay One Hundred Percent (100%) of the costs and expenses necessary to carry out and to perform the Project. The parties hereto further agree that City shall be responsible to pay \$89,505.50.

1. City shall only be liable and responsible for the amounts set forth in this PSA, and any properly executed amendments and/or supplements hereto, and
2. Should the final cost of the Project exceed the initial and anticipated Project costs, City agrees to either reduce the scope of the Project, or to seek additional funding to facilitate its completion. In either event, City shall be solely responsible for all such costs in excess thereof, and County shall bear no additional responsibilities beyond those contemplated herein.
3. Immediately upon commencement of the Project by County, City shall deposit with the Dallas County Treasurer, \$89,505.50, representing the full amount to be paid to County.

Article VII

Miscellaneous:

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

- II. No Third Party Beneficiaries. The terms and provisions of this PSA are for the benefit of the parties hereto and not for the benefit of any third party. It is the express intention of County and City that any entity other than County or City receiving services or benefits under this PSA shall be deemed an incidental beneficiary only. This PSA is intended only to set forth the contractual right and responsibilities of the parties hereto.
- III. Applicable Law. This PSA is and shall be expressly subject to the County's and City's Sovereign Immunity and/or Governmental Immunity, Title 5 of the Texas Civil Practice and Remedies Code, as amended, and all applicable Federal and State Law. This PSA shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action regarding this PSA shall lie in Dallas County, Texas.
- IV. Notice. All notices, requests, demands, and other communication under this PSA shall be tendered in writing and shall be deemed to have been duly given when either delivered in person, via e-mail, or via certified mail, postage prepaid, return receipt requested to the respective parties as follows:
- | | | |
|---|------------|---|
| COUNTY:
Director of Public Works
Dallas County
411 Elm Street, Suite 400
Dallas, Texas 75202 | <u>and</u> | Commissioner John Wiley Price
Road & Bridge District #3
411 Elm Street, Second Floor
Dallas, Texas 75202 |
| CITY:
Director of Public Works
City of Lancaster
1999 Jefferson Street
Lancaster, Texas 75134 | <u>and</u> | City Manager
City of Lancaster
PO Box 940
Lancaster, Texas 75146 |
- V. Assignment. This PSA may not be assigned or transferred by either party without the prior written consent of the other party.
- VI. Binding Agreement: Parties Bound. Upon execution by the parties, this PSA shall constitute a legal, valid and binding obligation of the parties, their successors and permitted assigns.
- VII. Amendment. This PSA may not be amended except in a written instrument specifically referring to this PSA and signed by the parties hereto.
- VIII. Counterparts. This PSA may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- IX. Severability. If one or more of the provisions in this PSA shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not cause this PSA to be invalid, illegal or unenforceable, but this PSA shall be construed as if such provision had never been contained herein. and shall not affect the remaining provisions of this PSA, which shall remain in full force and effect.

X. Entire Agreement. This PSA embodies the complete agreement of the parties, and except where noted, it shall supersede previous and/or contemporary agreements, oral or written, between the parties and relating to matters in the PSA.

XI. Contingent. This PSA is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court and by resolution of the City Council of the City of Lancaster.

The City of Lancaster, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution _____, Minutes _____, dated the 9th day of _____ October _____, 2017.

The County of Dallas, State of Texas, has executed this agreement pursuant to Commissioners Court Order Number _____ and passed on the _____ day of _____, 2017.

Executed this the 9th day of _____ October _____, 2017.

Executed this the _____ day of _____, 2017.

CITY OF LANCASTER:

COUNTY OF DALLAS:

OPAL MAULDIN-JONES,
CITY MANAGER

CLAY LEWIS JENKINS
COUNTY JUDGE

ATTEST:

SORANGEL O. ARENAS,
CITY SECRETARY

APPROVED AS TO FORM:*
FAITH JOHNSON
DISTRICT ATTORNEY



Sherri Turner
Assistant District Attorney

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



DALLAS COUNTY
COMMISSIONER DISTRICT 3
JOHN WILEY PRICE

ATTACHMENT (A)

RECONSTRUCTION ESTIMATE FOR CENTRE AVE.
TYPE (E) 303 BLOCK TO 437 BLOCK.
FROM RED BUD. TO PECAN. 1.085 Ft. x 33 Ft. = 3,978 Sy.
MILL IN PLACE. ADDING STABILIZER. PRIME. SINGLE COURSE CHIP SEAL.
LEVEL UP AND 2" HOT MIX OVERLAY. WIDTH MAY VARY.
CONSTRUCTION CAN NOT START UNTIL ALL CRUB REPLACEMENT IS
COMPLETED.

Cement Stabilizer	65 tons	\$175.00 per ton	11,375.00
AEP road prime	700 gals.	\$3.50 per gal.	2,450.00
CRS 2.	2000 gals.	\$2.30 per gal	4,600.00
Chat grade 4 cy.	75 cy.	\$45.50 per cy.	3,412.50
Hot Mix type D	560 tons	\$81.00 per ton	45,360.00
Total Materials			\$67,197.50

LABOR	11,308.00
EQUIPMENT	11,000.00
TOTAL PROJECT	89,505.50
CITY'S COST	\$89,505.50

CITY TO FURNISH WATER AND ALL UTILITY LOCATES
ALL UTILITY LINES MUST BE A MINIMUM 12" BELOW EXSISTING GRADE.

Cedar

Redbud

Centre

Pine

Pecan

Hackberry

342



State

ancaster

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A PROJECT SPECIFIC AGREEMENT FOR THE RECONSTRUCTION OF CENTRE AVENUE AS LISTED IN THE AGREEMENTS; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; FOR AN AMOUNT NOT TO EXCEED EIGHTY-NINE THOUSAND FIVE HUNDRED FIVE DOLLARS AND FIFTY CENTS (\$89,505.50) PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lancaster has determined, after due consideration and study, that it is in the best interests of the City to execute the Project Specific Agreement ("Agreement") with the County of Dallas for the reconstruction of Centre Avenue;

WHEREAS, the City of Lancaster shall fund this Agreement and shall provide payments prior to the commencement of construction to the County of Dallas, as outlined in the Agreement.

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

SECTION 1. That the City Council hereby approves and accepts the terms and conditions of the Agreements with the County of Dallas, attached hereto and incorporated herein by reference as Exhibit "1" – Project Specific Agreement.

SECTION 2. That the City Manager of the City of Lancaster, Texas is hereby authorized to execute the agreement in substantial compliance as depicted in Exhibit "1."

SECTION 3. The City Council hereby authorizes, approves, accepts, and awards a Project Specific Agreement in an amount not to exceed eighty-nine thousand five hundred five dollars and fifty cents (\$89,505.50) as set forth in Exhibit "1."

SECTION 4. Any prior Resolution of the City Council in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

SECTION 5. 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.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 9th day of October, 2017.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

LANCASTER CITY COUNCIL

City Council Regular Meeting

4.

Meeting Date: 10/09/2017

Policy Statement: This request supports the City Council 2017-2018 Policy Agenda.

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

Submitted by: Sean Johnson, Managing Director of Quality Life and Cultural Services

Agenda Caption:

Consider a resolution approving the terms and conditions of a Professional Services Agreement by and between the City of Lancaster and E-Website, Inc. (dba Capture Point) to provide Community Pass Software Services for Point of Sale transactions at the Lancaster Recreation Center and Senior Life Center for the purpose of recreation program registration and facility rentals and reservations.

Background:

The program registration and revenue tracking mechanism currently utilized is CLASS and has been the only such software that has been used at the recreation center and senior center since they have both been in operation. This system tracks program registration and individual accounts for each member. It also captures and schedules facility reservations, rentals and serves as the "Point of Sale" system that reconciles revenues received and generates a GL "general ledger" report that is used to track revenues daily and is input into the city's Financial Management Software.

CLASS is set to "expire" in November 2017 and is being moved over to its parent company "Active,Net". The new Parent Company System is costly and not conducive to current reconciliation and financial transaction protocols set fourth for the City of Lancaster. Capture Point's "Community Pass" is the most suitable, affordable and functional to our current system.

Operational Considerations:

The Recreation Division will primarily utilize the new registration software for on going daily operations.

Legal Considerations:

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

Public Information Considerations:

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

Fiscal Impact:

The term of this contract is one year with two automatic renewals. There is an implementation and migration fee in addition to the annual subscription fee in an amount not to exceed \$17,547 in year one with subsequent annual payments of \$8,247 for years two and three and years to come.

Options/Alternatives:

1. Approve the resolution, as presented.
2. Deny the resolution and direct staff.

Recommendation:

Staff recommends approval of the resolution, as presented.

Attachments

Resolution

Exhibit A

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVE THE CONTRACT FOR A SERVICE AGREEMENT BETWEEN THE CITY OF LANCASTER AND E - WEBSITE, INC. dba ("CAPTURE POINT"), FOR A ONE YEAR TERM WITH TWO SUCCESSIVE - ONE YEAR EXTENSIONS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Lancaster wishes to use and license from, E - Website dba Capture Point, the Community Pass Platform (as defined herein) on the terms and conditions set forth in this Agreement not to exceed in the amount of seventeen thousand five hundred forty-seven dollars (\$17,547.00);

WHEREAS, the Council of the City of Lancaster finds it in the best interest to approve the Agreement as set forth in the attached Exhibit "A".

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

SECTION 1. That the City Council hereby approves the Software as a Professional Services Agreement with E-Website, Inc. dba CAPTUREPOINT, attached hereto and incorporated herein as Exhibit "A", and authorizes the City Manager to execute the same on behalf of the City.

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.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 9th day of October, 2017.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney



Online Tools for Program, Membership & Facility Management

Price Quote

141 Dayton Street
Ridgewood, NJ 07450
Phone: 201-689-2323
Fax: 201-689-2123
www.capturepoint.com

Fees

Item	Implementation Fees (one-time)	Subscription Fees (annual)	Item Total
- Account Activation	\$300.00	\$ -	\$300.00
- E-Commerce Integration with Chase ¹	\$ 500.00	\$ -	\$500.00
- Web-Based Training (7 sessions)	\$ 2,500.00	\$ -	\$2,500.00
- Implementation Management	\$ 3,500.00	\$ -	\$3,500.00
- Data Migration	\$ 2,500.00	\$ -	\$2,500.00
- CommunityPass (up to 10,000 transactions)	\$ 0	\$ 2,750.00	\$2,750.00
- Membership Manager, Gate Check & POS (up to 5 locations)	\$ 0	\$ 3,498.00	\$3,498.00
- Reservation Manager Advanced	\$ 0	\$ 1,999.00	\$1,999.00
Total	\$9,300.00	\$8,247.00	\$17,547.00

1. See Agreement for Services #12 and Appendix C for details. Capturepoint will charge an additional **\$750/year** if we are not the Reseller of Authorize.net or if any other gateway is selected.

Dates & Point of Contact

Item	
Implementation Start Date	TBD
Client Name & Account Number	City of Lancaster; LC15945; LC15945
Agreement of Services Version	8.0
Point of Contact	
Name	Sean Johnson
Title	Managing Director
Address	1700 Veteran's Memorial Parkway, Lancaster, TX 75134
Phone	(912) 218-3716
Email	sjohnson@lancaster-tx.com

APPROVALS:

The signatures below, or the submission of a purchase order, constitute agreement to the terms of this Agreement and the terms outlined in Appendices A, B, C and D. *Please initial in the Gateway box and sign and send back to Capturepoint for countersignature either by mail, fax or email/scan (photos are not accepted). Our fax number is 201-689-2123.*

For City of Lancaster:

Name: _____
Title: _____
Signature: _____
Date: _____

For Capturepoint:

Name: _____
Title: _____
Signature: _____
Date: _____

Client: City of Lancaster
Contact: Sean Johnson, Managing Director

Account #: LC15945
Version: 8.0

The agreement ("Agreement") begins on the later of the dates it is signed ("Effective Date"), between Capturepoint.com ("Capturepoint"), with principal offices at 141 Dayton Street, Suite 204, in Ridgewood, NJ, 07450 and City of Lancaster ("Client"), with its principal place of business located at 1700 Veteran's Memorial Parkway, Lancaster, TX 75134.

1. **Services.** Capturepoint will provide software and services ("Services") as defined in the Price Quote and described in Appendix A: Capturepoint Services Description, which is incorporated herein by this reference as defined herein. All services "checked" in Appendix A are included as Services to be provided by Capturepoint for the fees specified in the Price Quote. Capturepoint's performance shall be in a competent and professional manner equal to high quality performance by a professional services company.

2. **Excluded Services.** Excluded Services are i) Enhancements, which are system wide change requests submitted by the Client and ii) Customization, which are changes that impact only the Client's system. Customization is defined as custom eligibility, custom pricing, custom reports, custom validations, public site design, or other customized product features. Excluded Services are subject to additional fees and not included in the standard Services.

3. **CommunityPass.** CommunityPass is Capturepoint's flagship Service. A CommunityPass subscription is based on the number of i) Organizations and ii) Transactions completed as defined in the Price Quote. An Organization is an individual entity that operates autonomously. A Transaction is each purchase of a program/product, refund or payment and does not include transfers or withdrawals that do not generate an additional charge or refund. A CommunityPass subscription does not include any additional Services.

4. **Implementation Start Date.** The Implementation Start Date is the date that Capturepoint will begin the implementation of Capturepoint Services and is defined in the Price Quote.

5. **Go Live Date.** The Go Live Date is the date that i) the Client begins using the Service for business operations, which is defined as, but not limited to, processing transactions, calendaring, and accepting account creations. Reaching the Go Live Date may not equate to a completed implementation; and ii) "Capturepoint Support" becomes effective. Capturepoint shall provide support services in accordance with Appendix B: Capturepoint Support.

NOTE: Capturepoint will not change the Go Live Date if the Client fails to: i) purchase, install and test the appropriate hardware required for the implementation; ii) provide the appropriate merchant configuration sheet for the Merchant Account; iii) provide the appropriate approvals; iv) provide Client policies (e.g. Terms & Conditions, Privacy Policy, and Refund Policy); v) purchase and set up their Internet service and; vi) complete any other Client-specific responsibilities as set forth herein. See 17. Client Obligations.

6. **Launch Date.** The Launch Date is the date that a Client department or business area starts using CommunityPass. The Launch Date may or may not be the same date as the Go Live Date. Phased Implementations typically have multiple Launch Dates.

7. **Subscription Start Date.** The Subscription Start Date i) is the date the 12-month subscription commences and ii) occurs after the first training session is completed.

8. **Services Fees.** Fees for Services are either i) non-recurring fees or ii) subscription fees. Non-recurring Services fees are based on estimates. Should the hours required for professional services exceed the estimates provided, Capturepoint will provide written documentation including a detailed explanation of the variance and providing a new estimate for approval by the Client.

9. **Ownership.** Client owns all content and registration data ("Files") generated via the Services. Should the contract between Capturepoint and Client be terminated for whatever reason, Capturepoint will provide all Client Files promptly to the appropriate individual at the Client. Capturepoint shall retain all right, title and interest in and to its software, copyrights, trademarks, service marks, logo and trade names worldwide ("Intellectual Property"). The Intellectual Property is licensed, not sold. The Intellectual Property is protected by copyright and other intellectual property laws and treaties. Client shall use the Intellectual Property only as provided, and shall not alter the Intellectual Property in any way, or act or permit action in any way that would impair Capturepoint's rights in its Intellectual Property. Client acknowledges that the use of the Intellectual Property shall not create any right, title or interest in or to such Intellectual Property.

10. **Support Services.** By signing the Agreement for Services, Client agrees to the support terms and conditions as defined in Appendix B: Capturepoint Support.

11. **Merchant Banking Fees.** Banking fees are not included in this Agreement. Bank fees include, but are not limited to: i) merchant account setup fees which may include a set-up fee, monthly service and per transaction fees; ii) additional bank fees which may include a set-up fee, monthly service and per transaction fees.

12. **Gateway.** A Gateway is a vendor that verifies and authorizes credit card transactions. Client must select one of the following types of Gateways defined in the Price Quote: i) *Standard Authorize.net Reseller.* Capturepoint is the reseller for Authorize.net and this Agreement of Services includes all terms and fees as defined in Appendix C; ii) *Authorize.net Non Reseller.* Capturepoint is not the reseller for Authorize.net and an annual support fee will be charged; iii) *Supported.* Client uses a Capturepoint existing supported Gateway as defined in the Price Quote and an annual support fee will be charged.

13. **Additional Merchant Accounts.** This Agreement is for use of Services with one (1) merchant account, which

services one (1) Organization. One merchant account includes one (1) Card Present (used for in person use) account and one (1) Card Not Present (used for online use) account. Subscriptions requiring more than one merchant account are subject to an additional annual fee. Clients that do not implement Card Present and Card Not Present accounts simultaneously are subject to additional set up fees.

14. Training. Training is session based and is priced/Service. It is intended to be "train-the-trainer" sessions. i) The Client is responsible for coordinating the organizations to attend training; ii) trainees will train the entire Client's staff; iii) For onsite CommunityPass training, Capturepoint will train up to five (5) people/Service at no additional cost; iv) Staff will be trained at a location designated by the Client during the online training sessions; v) Each trainee will have access to a computer and the Internet, so that multiple users can be trained simultaneously during training sessions; vi) Capturepoint will provide access to online meeting software during online training; vii) Travel & Expenses for on-site training are priced separately; viii) Additional online retraining is recommended per year to handle any retraining or staff turnover. If any of the above conditions are not met, the price of training may be altered.

15. Price Quote. The Price Quote is specifically incorporated by this reference and sets forth all fees due and payable from Client for the Services described herein. The Price Quote cost estimate is valid for 90 days from the Date of this Agreement.

16. Wait Charge. Capturepoint may invoke a \$100/day wait charge if Client does not provide the items listed in Section 17 prior to the implementation start date. Capturepoint will notify Client in writing when this charge is invoked.

17. Client Obligations. The following are responsibilities that Capturepoint expects of its customers.

a. Designated Contact. Client will provide a single, primary point of contact that will serve as a subject matter expert to quickly resolve issues that arise during the implementation and throughout Term of service.

b. Hardware Purchase. Any hardware required for this implementation must be purchased, installed and tested by the Client prior to the Implementation Start Date. Capturepoint bears no responsibility for acquiring hardware. Capturepoint does not directly guarantee or warranty any hardware equipment purchased through Capturepoint or from another vendor. Any equipment purchased through Capturepoint is non-refundable. Hardware quote is valid for 90 days from the date on this Agreement of Services or December 31st of the current year, whichever comes first.

c. Hardware Integration and Support. Hardware including, but not limited to, bar code scanners, web cameras, touch screens, ID printers and credit card swipes purchased from other sources may not have the required programming to work with the Services. Capturepoint does not provide hardware programming or maintenance, and does not guarantee or warranty hardware purchased via Capturepoint or elsewhere will work with Capturepoint Services.

d. Policies. Client is responsible for providing policy information pertaining to their specific rules of operation, such as, Internet Policy, Code of Conduct, Refund Policy, and Privacy Policy. The Privacy Policy is posted on the Public Site. The Privacy Policy automatically defaults to Capturepoint's Privacy Policy if the Client does not supply one. The Capturepoint Terms of Use is posted on the Administrator Site. All administrators of the Services must comply with the Terms of Use. Failure to comply with the Terms of Use policy may result in the suspension or termination of Services.

e. Internet Service. Client is responsible for the purchase and set up of their Internet service, which is required for the use of Services. Capturepoint does not provide Internet service connection support or maintenance. For the best performance of Services, Capturepoint recommends using a broad-band Internet connection capable of upload and download speeds of at least 1MB per second. Capturepoint supports the following browsers: Microsoft Internet Explorer 9, Microsoft Edge (v14 or later), Mozilla Firefox (v53 or later), Google Chrome (v58 or later), Safari (v10.1 or later) and Opera (v45 or later).

f. E-Commerce. Client is responsible for providing the merchant configuration sheet (also known as a VAR or tear sheet) to Capturepoint fourteen (14) days after the Implementation Start Date in order to provide Capturepoint with sufficient time to set up and test E-Commerce.

g. User Roles. Client is responsible for creating, approving or deleting user roles. Client should have a transition plan for administrators that join or leave the organization. Capturepoint does not create, approve or delete user roles, unless Client provides written approval of the changes.

h. Setup. Client is responsible for organizing and entering their content, which, includes but is not limited to, catalog, facility, memberships and financial information, unless Client purchases the Program Setup or Reservation Manager Setup Service.

i. Online Gaming/Gambling. Client is responsible for complying with their state gaming authority's laws and regulations regarding online gaming. Gaming may include, but is not limited to, raffles, contests, 50/50s, etc. Failure to comply with the state law may result in suspension or termination of the Service.

18. Cloud Computing. Capturepoint uses web-based software that users access from any computer with an Internet connection. The software is hosted by and resides on Capturepoint servers. The software can integrate with the following hardware items, which if using must be purchased, installed and tested, prior to using the Services:

- Cash drawer,
- Receipt Printer
- Digital Camera/Web Cam
- Bar Code Scanner
- Photo ID Printer

19. Security. Capturepoint uses advanced technology for Internet security. When you access our site, Secure Socket Layer (SSL) technology protects your information using both server authentication and data encryption, ensuring that

your data is safe, secure, and available only to registered users ("Users") in your organization. Client data will be inaccessible to unauthorized visitors.

Capturepoint provides each Client's User with a unique user name and password that must be entered each time a User logs on. Capturepoint issues a session cookie ("Cookie") only to record encrypted authentication information for the duration of a specific session. The session Cookie does not include either the username or password of the user. Capturepoint does not use Cookies to store other confidential user and session information, but instead implements more advanced security methods based on dynamic data and encoded session IDs.

Capturepoint products are hosted in a secure server environment that uses a firewall and other advanced technology to prevent interference or access from outside intruders.

20. Overtime charges. Work performed outside of the Regular Service Hours, at the specific request of the Client, are subject to overtime charges. Should the Client request overtime hours, both Client and Capturepoint should provide written approval of the overtime hours. Upon completion of the work, Capturepoint will provide written documentation, including a detailed explanation of the overtime hours worked.

21. Payment. Capturepoint will invoice Client for Implementation Fees incurred upon execution of this Agreement. Capturepoint will invoice for the Annual Subscription fees after the first training session is completed. Subsequently, Capturepoint will submit one annual invoice to the Client. Payment is due within thirty (30) days of Client's receipt of each invoice.

22. Receipt of Payment. Receipt of payment by cash, check, cashier's check, money order or other means or receipt of a Purchase Order by the Client confirms acceptance of the Terms & Conditions as defined in the Agreement of Services and serves as approval of the Terms & Conditions in lieu of Client signature.

23. Invoice Date. In Year 2 and on, the invoice will be sent on the first day of the month of the Subscription Start Date of the following year.

24. Term. This agreement shall have a term of twelve (12) months commencing on the Subscription Start Date, unless terminated as provided in Section 25. This Agreement will automatically renew for up to four (4) additional twelve month terms, subject to the funds being appropriated each year by City Council during the annual budget process.

25. Termination. Either party may, upon giving thirty (30) days written notice identifying specifically the basis for such notice, terminate this Agreement. In the event this Agreement is terminated, Client shall pay Capturepoint for all Services rendered and expenses incurred prior to the date of termination. Capturepoint will not pro-rate or return funds for the current subscription period.

26. State of New Jersey Business Registration Certificate. Capturepoint's State of New Jersey Business Registration Certificate is located in Appendix D.

27. W9. Capturepoint's current year W9 located in Appendix E.

28. Exclusions. The Agreement does not include any additional Services that are not set forth in this Agreement. Additional requirements will be documented and agreed to prior to the execution of this Agreement.

29. Warranty. Capturepoint warrants that its Services will be performed in a good and workmanlike manner. Capturepoint shall re-perform any work not in compliance with this warranty brought to its attention within a reasonable time (not to exceed sixty (60) days), after that work is performed. Except as represented in this Agreement, all Services are provided "AS IS." THE PRECEDING IS CAPTUREPOINT'S ONLY EXPRESS WARRANTY CONCERNING THE SERVICES AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, INFORMATIONAL CONTENT, SYSTEMS INTEGRATION, NON-INFRINGEMENT, INTERFERENCE WITH ENJOYMENT OR OTHERWISE.

30. Indemnification. Client shall indemnify and hold Capturepoint harmless from third party claims arising out of its use of the Services. To the extent permitted under Texas law, and without waiving any part of its governmental immunity, Client shall indemnify and hold Capturepoint harmless from third party claims arising out of the use of the Services.

31. Limitation of Liability. The sole liability of either party to the other (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement shall in no event in the aggregate exceed, in the case of Capturepoint's liability, the fees received by Capturepoint for the Services giving rise to the liability, or, in the case of Client, the total fees payable to Capturepoint. In no event shall either party be liable for consequential, incidental, indirect, special or punitive loss, damage or expenses (including lost profits). Any action by either party must be brought within two (2) years after the cause of action arose.

32. Integration. This Agreement and its attached appendices constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings of the parties in connection herewith, and not covenant, representation or condition not expressed in this Agreement shall affect, or be effective, to interpret, change expand or restrict the express provisions of this Agreement.

33. Modification of Agreement by Writing. This Agreement may not be modified, amended, waived, extended, changed, discharged, assigned or terminated orally or by any act or failure to act on the part of either party. This Agreement may be modified, amended, waived, extended, changed, discharged, assigned or terminated only by an agreement in writing signed by both parties.

34. Assignment. Neither party may assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed.

35. Notice. Any notice or other communication provided under this Agreement shall be in writing and shall be effective either when delivered personally to the other party, or five (5) days following deposit of such notice or communication into the United States mail (certified mail,

return receipt requested, or first class postage prepaid), facsimile (with confirmation of delivery) e-mail to the point of contact at the email address set forth in this Agreement, or overnight delivery services (with confirmation of delivery), addressed to such party at the address set forth in this Agreement. Either party may designate a different address by notice to the other given in accordance with this Agreement.

36. Force Majeure. Neither party will be liable for any delays or failures to perform due to causes beyond that party's control.

37. Branding. Client shall not use Capturepoint's name outside Client's organization without Capturepoint's express written consent, which may be withheld by Capturepoint in its sole discretion.

38. Waiver. No delay on the part of either party to this Agreement in exercising any right, power of privilege under this Agreement shall operate as a waiver of any such right, power or privilege.

39. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Texas, and any action concerning this Agreement shall be brought in a court of competent jurisdiction located in Dallas, County, Texas.

APPENDIX A - CAPTUREPOINT SERVICES DESCRIPTION

Capturepoint Products

Capturepoint is a comprehensive management system that provides online data collection, payment, data management and reporting to cover all aspects of administration. For product descriptions, visit

<http://communitypass.net/features/index.html>.

☒ **CommunityPass.** Administration tool and public portal to register, pay, message and report on activities and classes and much more.

☐ **Bond Manager.** Track bonds numbers and payments for organizations that require bonds.

☐ **Center Manager (1 center).** **Requires Membership Manager.* Process drop-ins and manage other kiosk functions on site of the facility.

☐ **Digital Attendance (up to 5 sites).** **Requires Tuition Manager.* Quickly and safely check-in or check-out children from before and after care via a tablet and manage attendance.

☐ **Digital Signage.** **Requires Center Manager.* Use a monitor to receive a formatted feed of current programs digitally displayed for users to view.

☐ **Door Lock Manager.** **Requires Center Manager.* A web services that integrates CommunityPass with a third-party Brivo door lock vendor.

☐ **Gateway Support.** Client uses a Capturepoint existing supported Gateway as defined in the Price Quote. (Does not apply to Authorize.net users where Capturepoint is the reseller).

☒ **Gate Check (up to 5 sites).** **Requires Membership Manager.* Check guests in and out of a facility using ID cards or key fobs.

☐ **Instructor Site.** A contained site where instructors can manage their classes. From the site, instructors can take attendance, print rosters, message students and view a dashboard.

☐ **League Manager.** Assemble and schedule teams and allow coaches to message to its team members via a contained site.

☐ **Membership Manager.** Create, manage and archive membership definitions, including durations, pricing and membership types.

☐ **Pass Fulfillment Manager.** Create and sell generic badges for seasonal activities.

☒ **POS (up to 5 sites).** Manage products and items that will appear on your POS transaction screen.

☒ **Reservation Manager.** View, print and download daily, weekly, monthly and seasonal calendars. Filter and search

calendars to quickly detect and resolve conflicts, create single reservations, assign reoccurring time blocks and process permits.

☐ **Student Manager.** Automate the upload of active students from a Student Information System to CommunityPass. Monitor upload status and troubleshoot student data quality issues.

☐ **Ticket Redemption Manager.** Create and redeem tickets for General Admission seating.

☐ **Tuition Manager.** Accept registration deposits and other partial payments, whether it is monthly, weekly or annually. Deduct reoccurring payments directly from user's bank accounts.

Professional Services

Capturepoint's experienced professionals are available to support the planning, implementation, and optimization of Capturepoint Services. For service descriptions, visit <http://communitypass.net/features/index.html>.

Training Services

☐ **On-Site Training.** Training includes syllabus, training materials and training site. Training is session based and priced per Service. Training is a "train-the-trainer" service. Please refer to Agreement of Services Section 14 for terms and conditions.

☒ **Web-Based Training.** Training includes syllabus and training materials. Training is session based and is priced per Service. Training is a "train-the-trainer" service. Please refer to Agreement of Services Section 14 for terms and conditions.

Sessions Included:

☒ **CommunityPass Setup.** Core training course to set up content, users and programs. Admins should take this course before starting a CommunityPass deployment or when taking over an existing deployment.

☒ **CommunityPass Front Desk.** Core training course that focuses on managing an organization's front desk, including processing registrations, payments, refunds, transfers and withdrawals.

☒ **CommunityPass Reporting.** Core training course that shows how to run standard and ad hoc reports.

☐ **CommunityPass Q&A.** For Clients that require extra hands on help, this freestyle 2-hour session lets the trainer help execute what was learned in the Setup and Front Desk sessions. The trainer can assist with program entry, new user setup, setting eligibility and capacity rules or any other item covered in the Setup and Front Desk sessions.

Module Sessions Included:

☐ **Center Manager**

☐ **Digital Attendance**

☐ **Instructor Site**

- ☐ League Manager
- ☒ Memberships & Gate Check
- ☐ Pass Fulfillment Manager
- ☒ POS
- ☒ Reservation Manager Setup
- ☒ Reservation Manager Front Desk
- ☐ Ticket Redemption Manager
- ☐ Tuition Enrollment

Consulting Services

- ☒ Account Setup. Activation of a Capturepoint subscription, creation and testing of 1 administrator account, setting of account-specific defaults. *(Required).*
- ☐ Discovery. Identify custom requirements, configurations, reporting, etc. through a series of meetings led by a Consultant. Includes time for documentation.
- ☒ E-Commerce Integration. Connection of a Capturepoint account to a merchant provider through a gateway and transaction testing to ensure successful handoff to processor. In cases where an unsupported merchant is being used, a new custom script will be written to handle the integration, at an additional cost. *(Required with credit card implementation).*
- ☐ Customization. Customize eligibility rules, reports, public site design, or other product features to meet the unique needs of each Client.
- ☒ Data Migration. Migrate your membership database from spreadsheets or a prior system. Capturepoint will merge like records, purge duplicates and upload a clean membership list.
- ☒ Implementation Management. Implementation Management identifies all of the areas where

CommunityPass will impact existing workflow, policies, procedures and marketing, enabling Capturepoint to suggest the optimal approach to implementing Capturepoint products. A dedicated Consultant manages the implementation and organizes up to six (6) weekly status meetings.

- ☐ Report Analysis & Design. A Capturepoint Consultant analyzes your existing reports and makes recommendations whether your organization needs 1) pre-built, 2) custom, or 3) Report Builder reports.
- ☐ Program Set Up. Capturepoint analyzes, organizes and enters catalog and brochures into the system.
- ☐ Rollout Management. Rollout Management is designed to accommodate unexpected issues that occurs post implementation. Your organization receives access to a dedicated Consultant who organizes weekly status meetings and manages follow up tasks for a specified time period. Rollout Management commences after completion of CommunityPass training. *Required for phased rollouts, which includes multi-product or enterprise implementations.*
- ☐ Reservation Set Up. Capturepoint facilities analysis collects, organizes and imports existing facility information into the Scheduler.
- ☐ Student Upload Service. Provide the development and customization to upload your Student Information System (SIS) into CommunityPass. Capturepoint 1) loads the student database, 2) creates family accounts and 3) prepares letters to send to users.
- ☐ Systems Integration. Capturepoint offers three options for systems integration. All three options include the creation of a custom file format that would align with the upload requirements of the software.

APPENDIX B – CAPTUREPOINT SUPPORT

1. Service Hours. Regular Service Hours are Monday - Friday, 9:00am - 5:00pm ET. Emergency Hours are 24/7.
2. Severity Levels. There are two types of service levels:
 - a. Severity Level 1. The site is wholly or substantially inoperable or interrupted.
 - Severity Level 2. The site experiences a minor error and the impact to normal activities is minimal, including bugs and enhancements.
3. Support. "Support" is included with your Capturepoint license and includes: 1) Severity Level 1 support 24x7 2) Severity Level 2 support during Regular Service Hours 3) access to CommunityPass Help & Training, 4) access to the Ticket Management System (TMS), 5) bug fixes, 6) analysis and resolution of issues with the system by a Capturepoint Technical Resource that cannot otherwise be solved by a Customer Service representative. Initial analysis and recommendations is included with your Capturepoint license. Relief for a problem may be a billable service. Support *does not* include Training, Professional Services or Authorize.net support, unless Capturepoint is the Authorize.net reseller.
4. Response Times. Capturepoint will attempt to resolve issues as quickly as possible; however, we make no guarantees or representations, either expressed or implied, regarding resolution time of any issue. If the issue is categorized as Severity Level 1, we will work on it until it is resolved, provided the issue is within the scope of our control. If a Severity Level 2 alert occurs outside of Regular Service Hours, on weekends, or on a holiday, resolution may not occur until the next business day. If we cannot reach the Designated Contact, as defined as the Client's primary contact, outside of Regular Service Hours and such contact is needed to rectify your issue, Capturepoint may not be able to provide support.
5. Tickets. "Tickets" are requests for Support. Each incoming request will be assigned a number, which must be referenced in the subject of all correspondence. Severity Level 1 Tickets take prioritization over all other Tickets, unless otherwise advised by the Client.
6. Ticket Management System "TMS". All requests for Support requiring a Ticket are submitted via TMS, Capturepoint's proprietary system. Acknowledgements, status updates and closure documentation will be transmitted through TMS. TMS is available 24/7 and monitored regularly by Capturepoint support staff.
7. Ticket Process Flow. To maintain organization and communication with Client, Capturepoint will perform the following tasks for each new or changed Support request.
 - j. Receipt of request. All Support requests by either telephone or email are routed to a Customer Service Representative who verifies the contact information. Designated Contacts may be required to approve Support requests submitted by other members of the Client's organization.
- k. Problem Triage. Analyze request and investigate potential solutions or answers. Capturepoint will: 1) solve your request immediately, 2) research your request and provide a response, or 3) open a Ticket. If a Ticket is opened, Capturepoint will assess and record time estimates for each request and assign a Severity Level.
- l. Relief. Relief is the answer to the request or, in the case of a product defect, a temporary fix, a workaround (configuration changes, temporarily turning off non-critical product functionality) or an action plan to get the software up and running. Once Relief is provided, Capturepoint may downgrade the severity of the Ticket. Relief provided to the problem may also be the solution that the Client confirms resolves the issue and the Ticket will be closed. Relief for a problem may be a billable service. Clients will be notified if the solution to fix the issue is billable prior to starting any Ticket work.
- m. Ticket Resolution. If Relief is delivered and it has not resolved the problem, Capturepoint will continue research until Ticket resolution is found and delivered and confirms that it resolves the problem, at which time the Ticket will be closed. Ticket Resolution as related to the Ticket, is defined as a permanent solution to the problem. A permanent solution may be available as a fix and for some Tickets a permanent solution may be available in the next release. Also, custom fixes or work-arounds may be developed to circumvent a product defect that will not be included in future releases; in such Tickets, these fixes and workarounds will be considered a permanent resolution by Capturepoint.
8. Enhancements. Enhancements are system wide change requests submitted by the Designated Contact via TMS. If approved, Capturepoint will prioritize the enhancement within the product development cycle. Completion of the enhancement will vary based on its complexity and development priorities. Expediting an approved enhancement request may be a billable service.
9. Capturepoint Responsibilities. Capturepoint may require Client to engage in billable services for items e. and h-l.
 - a. Ticket Management. Capturepoint will use commercially reasonable efforts to manage and address the Client's Ticket based on the Severity Level and its complexity. All Ticket Management targets and delivery timelines are goals and not commitments, and the actual timing may vary.
 - b. Bug Fixes. Capturepoint will remedy defects or failures within the system. Capturepoint will prioritize bugs based on critical impact to the system and use commercially reasonable efforts to remedy bugs in a timely manner. Bug fixes do not

Requests will be addressed in the order received. Capturepoint does not accept Support requests via text messaging, website or fax.

include problems caused by Client negligence, abuse or misapplication; use of Capturepoint products other than as is specified in the product documentation or other Tickets beyond the control of Capturepoint. Capturepoint makes no representation or warranty that all bugs will be fixed.

- c. Availability of Product. Company will strive to achieve 100% availability of Service, except for scheduled maintenance windows, which Company will perform outside of Regular Service Hours, when possible. Company will notify Client in advance of scheduled maintenance. Company technical support will be available for Severity Level 1 issue resolution 24 hours a day, 7 days a week. Lack of accessibility to the Services because of problems outside the control of Company, as described in this Agreement for Services, will not be counted against this availability requirement.
- d. Replication of Client problems. Capturepoint makes every effort to duplicate Client problems. There are times, however, when a Customer Service Representative is unable to replicate the issue. When this happens, Capturepoint gathers all pertinent information before escalating an issue. The Customer Service Representatives have direct access to Technical Support Representatives, who analyze issues and makes recommendations for solving the problem, which may require billable services. Capturepoint works together as a team to bring timely resolution to Client reported problems and strive to maintain a high level of Client satisfaction.
- e. Materials. All support materials are maintained electronically and can be accessed through CommunityPass Help & Training. Capturepoint does not provide paper copies of its support materials.
- f. Consulting. At times, a Consultant may be required to resolve a problem or evaluate a business issue. The need for a Consultant is evaluated on a case-by-case basis by Capturepoint management. Dispatching a Consultant, either, on site or remotely, will occur once a signed agreement has been entered into between the Client and Capturepoint. This agreement shall be detailed within a statement of work and is a billable service.
- g. Message Manager. Message Manager is a bulk email delivery tool that transmits multiple email messages within a single batch. Bulk email messages are delivered through a separate engine than transactional email messages such as receipts, outstanding payment notices and tuition reminders are processed on a first come first served basis. As a result, bulk email delivery may not occur immediately after the request has been submitted. Capturepoint makes every effort to ensure that messages are delivered; however, there are many reasons outside of Capturepoint's control that may prevent bulk email messages

from being delivered (e.g. spam filters.)

- h. Asset Storage. Capturepoint stores all Client Assets (i.e. images, documents, forms) in Amazon CloudFront. Capturepoint adheres to all Terms & Condition stipulated by Amazon CloudFront hosting agreement.

Customer Service Representatives will not:

- i. Guide Client through step-by-step implementations or provide remote implementation assistance for Capturepoint products.
 - j. Perform ticket work outside Client's Support contract.
 - k. Support of any software other than the specified line of Capturepoint products.
 - l. Support of hardware or third-party products. However, Capturepoint will make a reasonable effort to help you get a resolution to your hardware or third-party vendor problem within standard resolution time goals. The Ticket is kept open until the resolution is delivered or it is determined that Capturepoint cannot control the hardware or third party issue, at which time we will inform the Client that Capturepoint is not able to resolve the issue and the Ticket is closed.
 - m. Assistance with problems caused by Client negligence, abuse or misapplication; use of Capturepoint products other than as is specified in the product documentation or other causes beyond the control of Capturepoint; any other problem that is excluded under Capturepoint's standard support terms or problems caused by any unsupported hardware and/or software.
10. Client Responsibilities. The following are responsibilities that Capturepoint expects of its Clients. To ensure that the problem or question is resolved as promptly as possible, the Client should meet these responsibilities before requesting Support.
- a. Requirements Definition & Ticket Prioritization. Client is responsible for describing system changes or enhancements in a Ticket ("Requirements Definition"), setting Ticket priorities and managing the Ticket list for Capturepoint. Only Tickets that are "Not Started" may be prioritized. Once a Ticket is "In Progress," the Client can no longer prioritize the Ticket. If Capturepoint defines requirements, the time spent defining requirements may be a billable service.
 - b. Provide Capturepoint with timely responses and any information reasonably needed to address a Ticket.
 - c. Thoroughly review all product documentation before contacting Support for assistance. Check self-service resources on CommunityPass Help & Training. Capturepoint strongly encourages Client to make use of these resources and provide feedback on areas where we can expand and

improve value.

- d. Client should use reasonable efforts to isolate, document and report errors to Support.
 - e. Severity Level 1 Request. If the Client is experiencing a Severity Level 1 issue, call Capturepoint. Do not send emails for Severity 1 issue. Client should abide by the Severity Level 1 terms. Abuse or misuse of the terms more than three times will result in fees and overtime penalties, time and a half of the consulting rate for time spent analyzing and researching the problem.
 - f. Capturepoint will not accept support requests directly from Client's end users. It is the Client's responsibility to service your customer calls and inquiries. A console is available for Client's to update contact information for end users.
 - g. Capturepoint will support all Administrative Users of CommunityPass. However, Client should assign a Designated Contact as the primary contact. Typically the Organization Administrator is the Designated Contact. A Designated Contact needs to have a basic understanding and access to expertise in the tasks related to administering and trouble-shooting CommunityPass. Capturepoint encourages organizations to filter all support requests through the Designated Contact, as Capturepoint will typically require approval and feedback from the Designated Contact prior to resolving Tickets and questions.
 - h. Asset Upload. Client may only upload Assets which the Client has all necessary copyright and other rights. If the Client uploads an Asset, anyone with access to that Asset may view and download copies of the Asset. Client is solely responsible for how the Client shares Assets and who may access Your Assets that the Client shares. Client may not upload Assets (a) that contain defamatory, threatening, abusive, pornographic, or otherwise objectionable material, (b) that advocate bigotry, hatred, or illegal discrimination, or (c) if sharing those files violates any law, any intellectual property, publicity, privacy, or other right of others, or any license or other agreement by which the Client is bound.
11. Changes to Capturepoint Support. Capturepoint reserves the right to amend our support policies and will notify Client in writing of any changes.

APPENDIX C – *Authorize.net Fees & Terms*

Authorize.net Fees (for disclosure purposes)

Item	Total
- Per Month	\$15
- Per Transaction	\$.15
- Per Batch	\$.15
Authorize.net Terms & Conditions: http://www.authorize.net/company/terms/	

Terms:

1. Capturepoint will:
 - a. Resell and integrate Authorize.net into CommunityPass.
 - b. Support Client Authorize.net account when Capturepoint is the reseller.
 - c. Not charge transaction fees.
 - d. Will charge \$750/year for support of gateway if Capturepoint is not the reseller of Authorize.net.
2. Authorize.net will:
 - a. Have its own contract with Client (see terms above)
 - b. Charges for its fees outside of this Agreement of Services. They debit funds directly from Client's merchant account via ACH.
 - c. Provide Client with an admin console for tracking and reporting.

LANCASTER CITY COUNCIL

City Council Regular Meeting

5.

Meeting Date: 10/09/2017

Policy Statement: This request supports the City Council 2017-2018 Policy Agenda.

Goal(s): Sound Infrastructure

Submitted by: Fabrice Kabona, Assistant to the City Manager

Agenda Caption:

Consider a resolution approving a letter to be submitted as the City of Lancaster's official public comment in opposition to the proposed billboard height rule change being considered by the Texas Department of Transportation (TxDOT) to increase the existing height of 42.5 feet to 85 feet for every billboard along federal highways across Texas.

Background:

Cities are being encouraged to provide comment to TxDOT regarding the proposed rule change. A proposed rule change is being considered by TxDOT (Height Rule 21.189. Subsection a) that would allow every existing billboard along a federal highway in Texas to double in height to 85 feet, unless there is an overwhelming show of public support to keep billboards at their current height of 42.5 feet.

The proposal directly conflicts with the recently passed legislation (SB 312) which has the intent to create a limited exception to allow only those billboards that were taller than 42.5 feet on March 1, 2017, to remain at their height on that date or 85 feet, whichever is lower. It was not intended to allow every billboard in Texas to be raised to 85 feet.

This height increase will serve no public purpose, create new driver distractions, and provide no direct benefit to the city. TxDOT will compile all comments and consider them before adopting its final rule.

On August 10, 2009, City Council approved a sign ordinance amendment in effort to become compliant with the Lady Bird Johnson Highway beautification regulations and better address existing sign industry standards for the community and support sign packages in line with market trends.

Under section 14.1204 (b) of this ordinance, it states the following:

1. Billboard off-premise signs are not allowed to be constructed within the City limits or extraterritorial jurisdiction.
2. All billboard signs require a sign permit whenever a copy change is made to any existing billboard sign.

Under Section 14.1211 Illegal and Nonconforming Signs

(a) **Illegal Signs:** An illegal sign is any sign that meets any of the following criteria:

(4) A sign that was legally erected but which later became nonconforming and then was damaged to the extent of 50 percent or more of its current replacement value;

(b) **Retention of Non-conforming Signs:** Non-conforming signs, except as otherwise provided by this

ordinance, may be continued subject to the following limitations:

(2) Registered, non-conforming signs may be maintained and repaired with like materials and the sign message may be changed, provided that there is no extension, enlargement, change in location, or structural modification to any non-conforming aspects of the sign.

The deadline to submit comments is 5:00p.m., October 16, 2017, entity representatives may give comment in person at the Public Hearing in Austin at 9:00a.m., Tuesday, September 26th at East 11th Street, Ric Williamson Hearing Room.

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. Approve the resolution authorizing the letter, as presented.
2. Deny the resolution.

Recommendation:

Staff recommends approval to submit a letter of opposition to the proposed height rule change to TxDOT Commissioners.

Attachments

Resolution

TxDOT Letter

Sign Ordinance

LDC - Sec. 14.1211

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, AUTHORIZING SUBMISSION OF A LETTER IN OPPOSITION TO THE PROPOSED TEXAS DEPARTMENT OF TRANSPORTATION BILLBOARD HEIGHT RULE CHANGE AND APPROVING A LETTER TO BE SUBMITTED TO DEPARTMENT SETTING FORTH THE CITY'S POSITION AND; PROVIDING A REPEALING CLAUSE, A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Texas Department of Transportation ("TxDOT") is considering an amendment to Height Rule 21.189(a) (the "Rule") that would allow existing billboards along federal highways located in Texas to double in height from the current height of 42.5 feet to 85 feet; and

WHEREAS, the 85th Session of the Texas Legislature has passed legislation in the form of S.B. 312 that was intended to create a limited exception to allow only those billboards that were over 42.5 feet on March 1, 2017 to remain at the lower of their existing height or 85 feet, whichever is lower; and

WHEREAS, the deadline to provide comments to TxDOT on the proposed rule is October 16, 2017; and

WHEREAS, the City Council of the City of Lancaster, Texas has determined that the proposed blanket height increase would be contrary to the intent of S.B. 312, result in additional driver distraction and reduced aesthetics on Texas state highways, and would be detrimental to public health, safety and welfare:

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

SECTION 1. That the City Council of the City of Lancaster, Texas adopts a position in opposition to the proposed amendment of Texas Department of Transportation Height Rule 21.189(a) allowing existing billboards along Texas highways, and approves the drafting of a letter in opposition to the proposed rule amendment to be submitted as a public comment to the Texas Department of Transportation.

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

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

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 9th day of October, 2017.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney



City of Lancaster
OFFICE OF THE MAYOR
HONORABLE MARCUS E. KNIGHT



211 N. Henry Street * Lancaster, TX 75146 * 972.218.1310 * 972.218.1399 FAX
www.lancaster-tx.com

October 9, 2017

Mr. Bruce Bugg, Jr.
Chairman, Texas Transportation Commission
125 East 11th St.
Austin, TX 78701

Re: Proposed Height Rules

Dear Chairman Bugg:

On behalf of the City of Lancaster, I am writing regarding the agency's interpretation of the billboard height provision contained in Senate Bill 312, passed during the regular session of the 85th Texas Legislature.

The published proposed height rules in Section 21.189 (a)(g) and (h) will allow every billboard standing along our federal highway system to be raised from the current TxDOT maximum height of 42.5 feet to 85 feet. This proposal directly conflicts with the legislative intent to create a limited exception to allow only those billboards that were taller than 42.5 feet on March 1, 2017, to remain at their height on that date or 85 feet, whichever is lower. The City of Lancaster urges the Commission to consider allowing only the limited exceptions as by SB 312 and maintaining the maximum height of 42.5 feet.

Sincerely,

Marcus E. Knight,
Mayor
Lancaster, TX

ORDINANCE NO. 2009-08-20

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, AMENDING THE LANCASTER CODE OF ORDINANCES, CHAPTER 14, THE LANCASTER DEVELOPMENT CODE, BY REPEALING ARTICLE 14.1200, SIGN STANDARDS, IN ITS ENTIRETY AND REPLACING SAME WITH A NEW ARTICLE 14.1200, SIGN STANDARDS; BY REPEALING ARTICLE 14.1300, DEFINITIONS, IN ITS ENTIRETY AND REPLACING SAME WITH A NEW ARTICLE 14.1300, DEFINITIONS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has determined that in order to preserve and enhance the City as a desirable community in which to live and do business, a pleasing, visually attractive environment is of foremost importance; and

WHEREAS, the City Council has discussed regulating signs and has determined that regulating signs will maintain and enhance the aesthetic environment, improve pedestrian and traffic safety, and lessen unnecessary visual clutter that competes for the attention of pedestrian and vehicular traffic, and will not interfere with, obstruct the vision of or distract motorists, bicyclists, or pedestrians, but will conserve, protect, and enhance the aesthetic quality of the City, protect property values by precluding sign-types that create a nuisance to the occupancy of use of other properties; and

WHEREAS, the City Council has determined that Chapter 14, of the Lancaster Code of Ordinances should be amended as provided herein.

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

SECTION 1. That the Code of Ordinances of the City of Lancaster, Texas be, and the same is, hereby amended by amending Chapter 14, Lancaster Development Code, Article 14.1200, Sign Standards which shall read as follows:

"ARTICLE 14.1200 SIGN STANDARDS

Sec. 14.1201 General

(a) Purpose. The intent of this section shall be to define the types of signs which will be permitted in the various zoning districts and those which will be prohibited, the manner in which sign areas and dimensions will be measured, and exempting certain types of signs from this Ordinance. It is further the intent of this section to encourage the erection of signs which are

attractive and compatible with the adjacent property, which will preserve and enhance property values within the community, which will provide for the public convenience, health, and welfare, and which will protect the public safety.

(b) Applicability and Effect. A sign may be erected, placed, established, painted, created or maintained in the jurisdiction only in conformance with the standards, procedures, exemptions and other requirements of this ordinance. These regulations apply to both commercial and non-commercial messages.

(c) Jurisdiction. These regulations shall be applied to all areas within the corporate limits of the City of Lancaster and its Extra Territorial Jurisdiction (ETJ). However, in the ETJ, on-premise signs shall be exempt.

(d) Exempted Signs. The following signs shall be exempt from the requirements of this article with the exception of set back from property lines.

1. Flags or emblems of government or of a political, philanthropic, or educational organization displayed on private property; for the purpose of this Section, emblems shall mean signage of not more than nine (9) square feet in area.
2. Signs of a duly constituted governmental body, including traffic or similar regulatory services, legal notices, warnings at railroad crossings, and other institutional or regulatory signs having to do with health, hazards, parking, swimming, dumping and of a similar nature.
3. Scoreboards, municipal golf course tee signs, sports field fencing, and park signs.
4. Independent school district or private school athletic facilities, temporary banners and special event signs.
5. Merchandise and pictures or models of products or services incorporated on the inside of the building/lease space on the window.
6. Holiday decorations, clearly incidental and customary, and commonly associated with any national, local, or religious holiday, provided that such signs not be displayed more than thirty (30) days prior to holiday; and removed within ten (10) days after said holiday. Number, height, location, illumination, or animation, and may not refer to any business, product or service. (Last sentence needs clarification).
7. Permanent signs designating historic tours, permanent Town Square directional signage showing Town Square location, and permanent signs showing Country View Golf Course, Chamber of Commerce, municipal parks, and municipal office locations.
8. All City and State directional and traffic control signs.
9. One temporary sign not exceeding twelve (12) square feet in area which advertises the sale, rental or lease of the premises on which such sign is located.
10. The changing of messages or copy of signs designed and intended to be changed on a regular basis provided the sign is not altered. Examples of these type signs are theater marquees, menus, fuel prices, directories, and the like.
11. Signs which display date, time and temperature exempted must not exceed six (6) square feet in addition to the allowed business signage.

12. Signs which display help wanted, and do not exceed six (6) square feet. However, the number of signs, square foot and location to meet the regulations set forth in this ordinance.
13. Signs of 2.5 square feet or less on private property which include warnings and notices such as "do not enter", "beware of dog" and "alarm system".
14. On-site directional signs necessary for the movement and circulation of traffic which are three (3) square feet or less in size.
15. Window signs.
16. Garage sale signs erected on private property.
17. Political signs regulated under State Law.
18. Temporary construction signs designating the architect, engineer or contractor and other facts relating to the structure under construction and permitted only as accessory to an approved building permit project. Maximum permitted size shall be 100 square feet, maximum permitted height shall be 10 feet. Signs may be erected and maintained for a period not to exceed 60 days prior to the commencement of construction and removed before issuance of a Certificate of Occupancy.
19. Memorial signs or tablets, names of buildings and date of erection, when cut into any masonry surface or when constructed of bronze or other noncombustible materials.

Sec. 14.1202 Prohibited Signs

Off Premises Billboards and off premises pole signs are prohibited in the City of Lancaster and its Extraterritorial Jurisdiction (ETJ).

- (1) Amenity Signs. Signs which are temporary and utilized by multi-family complexes to advertise special features offered within the particular apartment complex.
- (2) Temporary Portable Signs. Trailer mounted and portable read-a-board signs are strictly prohibited, and subject to the following:
 - A. Enforcement. The owner or occupant of any property upon which there is located a temporary portable sign in violation of this Sub-section or the owner or lessee of any temporary portable sign which is in violation of the Sub-section as herein defined shall be given notice by the Building Official or his designee, stating the nature of the violation and ordering that the violation be corrected or removed from said property within forty-eight (48) hours.
 - B. Notice. Notice shall be given by one of the following methods:
 - a. Written notice may be attached to the sign in violation of this subsection, or,
 - b. Verbal notification may be made by telephone or in person.
 - C. No Response. If the owner, lessor, lessee or person in control of the temporary portable sign fails to remove such sign within forty-eight (48) hours of the notification, the owner, lessor or lessee shall be issued a citation.
 - D. Entrance onto Property. The Building Official or any duly authorized agent may enter upon private property which is accessible to the public for the purposes specified in this subsection.

- (3) Obscene and Immoral Matter. It shall be unlawful for any person to display upon any sign any obscene, indecent or immoral behavior. As defined in the Black's Law Dictionary Ninth Edition.
- (5) Painting or marking on streets, sidewalks or utility poles. No person shall attach any sign, paper or other material, or paint, stencil or write any name, number (except address numbers) or otherwise mark on any sidewalk, curb, gutter, street, utility pole, public building, fence or structure except as otherwise allowed by ordinance.
- (6) Hand Bills and Placards. No person, firm, corporation or association of persons, shall paste, stick, tack, nail or otherwise place any advertisement, handbill, placard or printed, pictured or written matter or thing for any purpose upon any fence, railing sidewalk or public telephone, electric or other utility pole, or any other public property, including trees thereon.
- (7) Flashing Signs. Signs of any type with flashing, revolving or rotating lights shall not be permitted.

Section 14.1203. Sign Regulations

(a). Illuminated Signs.

- (1) Illuminated signs are permitted in nonresidential districts, provided that they shall not be erected within one hundred (100) feet of any residential district unless properly and adequately shielded so that light from such sign is not directed toward such residential district.
- (2) In no case can a sign be placed closer than fifteen (15) feet from a residential property.
- (3) No high intensity lights shall be permitted as part of a sign display visible from an adjacent street.
- (4) No sign shall be illuminated to intensity greater than two hundred (200) foot-candles. The restrictions of luminance in this Sub-section shall be determined from any other premise or from any public right-of-way other than an alley.
- (5) An illuminated sign greater than 10 feet in height may not be located within one hundred (100) feet of a single-family lot. Illuminated signs shall be shielded so that light from such sign is not directed towards residential district.
- (6) No sign shall be illuminated to such intensity or in such a manner as to cause a glare or brightness to a degree that it constitutes a hazard or nuisance.
- (7) Illuminated signs are subject to the National Electric Code, and permit and fee requirements.
- (8) No sign shall be illuminated to such intensity or in such a manner as to cause a glare or brightness to a degree that it constitutes a hazard or nuisance.

(b) Placement requirements:

- (1) Obstruction of Sight. No sign shall be located as to obstruct the vision or sight distance of vehicle operators or pedestrians at any intersection or street crossing. In order to maintain visual clearance and sight distance for vehicle operators and pedestrians:
 - (A) A Visibility Triangle shall be provided

- (B) A sign in direct line of vision of any signal light, traffic control sign, or any other such device from any point in a moving traffic lane must be at least fifty (50) feet from such device, unless the City Engineer or his designee approves the placement of such sign.
- (2) Adjacency to Utilities.
- (A) No sign shall be constructed nearer than three (3) feet from any public or private underground utilities. No pole sign shall be installed closer than ten (10) feet from any aerial power lines/cable or building service drops.
- (B) No ground sign or accessories to such sign shall be located within ten (10) feet vertically and six (6) feet horizontally of electrical wires or conductors in free air carrying more than forty eight (48) volts, whether or not such wires or conductors are insulated or otherwise protected.
- (3) Signs Posted on Poles and Fences. No sign shall be posted upon any tree, utility pole, fence post, or any style or type of fence. No detached sign shall be suspended over any building or structure.
- (4) Signs on Public Property. No pole signs shall be placed in the City Right of Way or public or private easements, nor may any portion of any sign be erected upon or over public property or public right-of way, except as otherwise specifically permitted.
- (5) It shall be unlawful to erect, relocate or maintain any sign in such a manner as to obstruct free and clear vision at any location whereby, by reason of position, size, movement, shape, color, flashing, manner or intensity of illumination such sign may interfere with vehicular or pedestrian traffic. Further it shall be unlawful to erect or maintain any sign in such a manner as to interfere with or obstruct the view of any authorized traffic sign, signal or device. No sign shall make use of the words "Stop," "Go," "Look," "Slow," "Danger," or any other similar words, phrase, animation, symbol or character, that otherwise interfere with vehicular or pedestrian traffic. It shall be unlawful to have persons holding, carrying or advertising any business, function or event while in public right of way or on private property that is seen as a distraction to pedestrians or vehicular traffic.
- (6) Signs obstructing doors, windows and fire escapes are prohibited. It shall be unlawful to erect, relocate or maintain a sign which prevents free ingress to or egress from any door, window or fire escape.
- (7) Illuminated Signs. No sign shall be illuminated to such intensity or in such a manner as to cause a glare or brightness to a degree that it constitutes a hazard or nuisance.
- (c) Directional Signs. Directional signs shall be allowed in all districts subject to the following:
- (1) Directional signs shall be limited to four (4) square feet, with one (1) sign per street entrance allowed.
- (2) Identification of services is permitted on such a sign, such as "emergency services entrance." Such signs are limited to two (2)-square feet or less in area for non-institutional uses, with no limit on the number of signs permitted for such uses may be erected onsite to direct flow of traffic within a parking lot or parcel i.e. entrance, exit. For non-institutional uses, identification of services is not permitted on such sign.

(d) Temporary Signs. Temporary signs shall not be permitted except as otherwise provided in this article.

(e) Cloth, Paper, Banner, Pennant and Flag Signs.

(1) No cloth, paper, banner, pennant and flag device, or other similar advertising matter shall be permitted to be attached, suspended from or allowed to hang loose from any sign, building, or structure, except as allowed by other provisions of this Section. Such advertising matter shall be a violation of this Section and shall be removed immediately upon notice by the Building Official.

(2) No person shall place on, or suspend from any building, fence, pole, structure, sidewalk, parkway, driveway, or parking area, any goods, wares, merchandise, or other advertising object or structure for the purpose of advertising such items, except as otherwise permitted.

(f) Vehicular Signs.

1. It shall be unlawful to attach any sign to a trailer, skid or similar mobile structure, where the primary use of such structure is to provide a base for such sign or constitute the sign itself. This provision does not restrict the identification signs on vehicles used for bona fide transportation activity.

2. Signs attached to or upon vehicles shall be prohibited where any such vehicle is allowed to remain parked in the same location or in the same vicinity for frequent or extended periods of time, where it is apparent to be one of using the vehicle and signs for the purposes of advertising an establishment, service or product. Vehicles operating under a City franchise shall be excluded from this provision.

3. Signs placed on or affixed to vehicles and/or trailers which are parked on public right-of-way, public property or private property, so as to be visible from a public right-of-way, where the apparent purpose is to advertise a product or direct people to a business or activity on the nearby property, are prohibited.

(g) Window Signage:

A sign attached to, placed upon or painted on the interior of a window or door of a building, which is intended for viewing from the exterior of such building, and does cover more than 50% of the window area. The 50% visibility shall be maintained for the total window area on the façade of this premises and any side facing a street or sidewalk. **Existing window signs currently in existence at time of passage of this sign ordinance must be brought into compliance from date of passage of this ordinance.**

(h) Roof signs that extend beyond the edge of any structure or parapet wall.

(i) A frame signs are not allowed.

(j) Off-Premise and other signs not expressly permitted in this ordinance or otherwise under law are prohibited.

Sec. 14.1204 Sign Type Specifications

(a) Banner Signs

1. Banner signs are to be used as supplemental signs only. Permanent signs are required prior to issuance of a banner permit, except that new occupants may place a banner sign for a maximum of 60 days while waiting on a permanent sign to be manufactured and installed.
2. Banner signs may only be displayed for a total of four, thirty (30) day periods per calendar year. There shall be a minimum of 30 days elapsed time period, between banner permit periods.
3. Banner signs shall have a certificate of flame spread resistance when placed over combustible materials.
4. Banner signs shall not impede doors, windows, exits or pedestrian traffic on public or private walkways.
5. Banners shall be maintained in good condition. Sagging, tattered, torn, dirty or faded banners are not permitted.
6. Banners shall only be supported by a building structure and not to trees, fence posts, fences or any other structure or device.
7. Maximum size banner shall be forty (40) square feet.
8. The total number of banner signs allowed is as follows:
 - a) One banner sign per business in multi-tenant buildings.
 - b) Two banner signs per freestanding building of one occupant

(b) Billboard Signs- (interstate freeway)

1. Billboard off-premise signs are not allowed to be constructed within the City limits or Extraterritorial Jurisdiction.
2. All billboard signs require a sign permit whenever a copy change is made to any existing billboard sign.

(c) Development Signs

1. A development on-site sign providing information about a future or current approved development on a site and the parties involved in the project.
2. Maximum size is 100 square feet per side.
3. Temporary offsite development sign promoting residential developments and housing are prohibited in public right of way except as otherwise allowed in this ordinance as a Kiosk sign.
4. Such onsite development signs may not exceed 100 square feet in sign area or more than 25 feet in height. Sign shall be placed 20 feet from adjacent property lines or right of way.
5. Development signs shall be removed upon completion of the sale of 90 percent of the homebuilder's lots or dwellings in the subdivision or the developer/builder shall post a

\$500.00 performance bond with the City insuring that their sign will be removed thirty (30) days after Building Inspection final inspection is conducted on the last dwelling unit.

(d) Changeable Electronic Variable Message Sign (CEVMS)

1. CEVMS signs are permitted in the same locations as signs, other than temporary signs, are permitted by this Ordinance, including the same height, size and setback requirements applicable thereto.
2. Message displayed shall not be changed more than once every five seconds while in use.
3. CEVMS signs shall not scroll, flash, blink or contain animation while sign is in use.

(e) Garage Sale Signs

1. One sign announcing a garage sale may be displayed on the premises where the sale is permitted and being conducted.
2. Signs must be removed within four hours of completion of the sale.
3. Signs may be a maximum of five square feet and a maximum of 40 inches in height.
4. Signs shall not be placed in such a way as to create a traffic hazard. Signs may not be placed any closer than three (3) feet behind the curb or edge of street pavement.
5. Signs may not be mounted on or placed in vehicles.

(f) Inflatable Signs

1. Inflatable signs must be set back a minimum of ten (10) feet from any property line.
2. Inflatable signs are allowed for three (3) ten (10) day periods per calendar year. Permit periods may not run consecutively.
3. Placement of inflatable signs in right of way is prohibited.
4. Signs and their anchors or attachments shall not be placed in such a way as to create a traffic hazard.
5. A minimum of thirty (30) days must elapse between expiration and issuance of a new permit.
6. The air or gas filled device must be anchored to a building, structure, devise, object or the ground and used for advertising purposes on a temporary basis.

(g) Kiosk Signs

1. **Kiosk signs.** Kiosk signs will provide a uniform, coordinated method of providing homebuilders and developers a means of utilizing directional signs, while minimizing the negative impacts to the City of Lancaster and its residents. The following definitions apply:
 - (A) Kiosk Sign: A sign that contains individual panels and that is generally used to provide direction to residential subdivisions form major thoroughfares or to provide direction to schools, amenities, information centers, community facilities and neighborhoods within a residential subdivision.

(B) **Sign Panel:** An individual sign placard displaying directional information on a kiosk sign.

2. **Approval.** All Kiosk signs and individual panels must have approval by the City of Lancaster. Fees for kiosk signs shall be set forth in the license agreement.
3. **Placement,** Kiosk signs shall not distract traffic or create a traffic hazard. The Engineering Division must approve the placement of all kiosk signs prior to installation.
4. **Size,** Kiosk sign structures shall not exceed twelve (12) feet I height and four (4) feet in width.
5. **Design,** Kiosk sign structures shall be ladder type with individual sign panels of uniform design. The color of all kiosk sign structures and panel background color will be approved by the city.
6. **Service Contract,** The City Council may, by a duly executed service contract, grant to a qualified person or company the right to design, erect and maintain directional kiosk signs within the city. All kiosk signs are to comply with the standards set forth in this section and City Code. The contractor shall provide, at no cost to the city, municipal directional kiosk sign panels, which will comprise up to twenty percent (20%) of all sign panels permitted, for uses of public purpose directional signage to municipal sites, as designated by the city.
7. **Unauthorized Signs,** Illegally placed or non-permitted signs placed in city right-of-way may be removed by the City upon discovery.

(h) Monument Signs

Monument signs are a freestanding sign and will be divided into three specific users groups according to a particular property use and location. The three specific user groups as follows:

1. **Interstate Highway Use:** any business fronting any interstate shall have the option of one free standing sign. If a monument sign is proposed to be constructed for the one allowed free standing sign that sign would be allowed a maximum sign area of one (100) hundred square feet and a maximum sign structure height of fifteen (15) feet from grade level, and placed a minimum of five (5) feet from any adjacent property line.
2. **Multi-tenant Use:** any business where there are multiple tenants in individual lease spaces contained in one building structure under one roof, said business is allowed one free standing sign. If a monument sign is proposed to be constructed for the one allowed free standing sign that sign would be allowed a maximum sign area of seventy (75) square feet and a maximum sign structure height of ten (10) feet from grade level, and placed a minimum of ten (10) feet from any adjacent property line.
3. **One Tenant Building Use:** for a one tenant building occupancy, containing one business occupant, one free standing sign may be installed. If a monument sign is proposed to be constructed for the one allowed free standing sign that sign would be allowed a maximum sign area of fifty (50) square feet in sign area and a maximum sign structure height of ten (10) feet from grade level, and placed a minimum of ten (10) feet behind adjacent property lines.

(i) Pole Signs

1. Pole signs which are illuminated internally must be constructed of materials that are noncombustible or slow burning in the case of plastic inserts and faces.
2. Pole signs must be supported by noncombustible materials only. Wood or non-painted steel supports, except Corten pipe or similar steel, are specifically prohibited.
3. Pole signs shall not have any attached guys or braces.
4. Freestanding pole signs require a Texas engineer's seal and footing design and must meet wind and structural load resistance minimum standards according to adopted building code for this area.

(j) Pole Sign Placement

1. Pole signs are expressly prohibited on any property not adjacent to and fronting interstate highways. Said signs shall not be placed in City rights of way or in private easements.
2. Maximum Height, thirty (30) feet from ground level for a pole sign to top of sign structure.
3. Maximum Areas, two hundred twenty-five (225) square feet.
4. Allowed Location of pole signs are limited to those properties fronting an Interstate highway. Pole signs are limited to on-site advertisement only unless approved by a Specific Use Permit.
5. Maximum Number allowed is one per 600 feet of property frontage or a fraction thereof along the freeway corridor.
6. Pole signs must be a total of sixty (60) feet away from any other sign.
7. Maximum sign face of a pole sign shall not exceed fifteen (15) feet in any direction from outer edge to outer edge.

(k) Political Signs

1. Political signs shall not be permitted to be placed on public property or in public rights-of-way and may not be placed on utility poles or trees.
2. No political sign may be placed within the 25 foot Visibility Triangle of any intersection.
3. No political sign may be placed on public property on Election Day. Any such signs may not have an effective area greater than 36 square feet and may not be more than eight (8) feet in height.
4. Political signs may not be illuminated or have moving elements.

(l) Projecting Signs

1. One projecting sign is allowed per building provided it does not extend over public property and meets the following restrictions:
 - (A) No part of any projecting sign shall be less than nine (9) feet above the sidewalk immediately below or extend out where a sign is placed at the corner of a building so as to be seen from both streets meeting at the corner.
 - (B) The sign shall measure a maximum length of seven (7) feet from face of the building to the outer edge of the sign.

(C) The height of the sign shall not exceed the height of the building to which it is attached.

(m) Real Estate Signs

1. Except for property described in the following paragraph, signs advertising the sale or rental of property shall be a maximum size of 32 square feet in area. One such sign is permitted on the site of the property being advertised for sale or rent and shall be removed by the agent or owner within three (3) days of the completion of the sale or rental of the premises.
2. Interstate frontage or five-acre sites. Temporary signs advertising the sale of property fronting on interstate highways or property consisting of five or more acres may be a maximum size of 200 square feet. One such sign shall be removed by the sale or rental of the property being advertised for sale and shall be removed by the agent or owner within three (3) days of the completion of the sale or rental of the premises. Signs allowed under this subsection shall be the owner's right rather than a sales agent. Authorization by the owner to an agent to erect a sign shall be in writing and be dated and signed by the owner

(n) Wall Signs

1. Wall signs shall be no larger than 40 square feet or the product of two times the lineal footage of the building or store frontage for which such signs are intended, whichever is greater.
2. Signs shall not have a vertical height which exceeds one-third the height of the wall, with a maximum height of 10 feet, nor exceed 75 percent of the width of such building or store frontage.
3. Sign shall not extend above the wall to which it is attached, and placement is limited to the exterior wall of the tenant space served.
4. Wall signs shall be constructed of noncombustible materials.

Sec. 14.1205 Off-Site Church Identification/Welcome Signs

Religious, civic, and philanthropic institutions and organizations located within the city limits of Lancaster are permitted to place identification signs, welcome signs and promotional signs, subject to the following regulations:

- A. Permit Required. A sign permit shall be required. If the institution and property owner are different, then a signed agreement between property owner and institution shall be furnished to Building Official.
- B. Size. The maximum area of any such sign representing a single institution is thirty-two (32) square feet. The maximum height of any such sign is nine (9) feet.
- C. Number of Signs. The maximum number of signs promoting any one single institution or organization shall not exceed four (4).
- D. Location.
 1. Signs must be located totally on private property, not on city right-of-way.

2. No such sign shall be located within twenty five (25) feet of a residential lot.
3. No such sign shall be located within one hundred (100) feet of a similar such sign.
4. No signs shall be placed within fifty (50) feet of street or alley intersections.

Sec. 14.1206 Special and Unique Signs

Certain business establishments are recognized to have certain unique requirements that necessitate additional building signage. Such businesses are described as follows:

(a) Grand Opening Allowed Signage

1. When a new free standing building is constructed the tenant or occupant may be allowed to post temporary signage advertising the Grand Opening of the business for one (1) week after a certificate of occupancy is approved. The use of pennants, temporary signage along right of way that does not interfere with traffic visibility and banners in excess of the number allowed would be allowed for a one week period to promote the new business opening.

(b) Historic District.

- (1) Historic Landmark District A. Signs located within the Historic Landmark District A as defined in Chapter 10, Article 10.800, Section 10.803 of the Lancaster Code of Ordinances, shall be subject to the following special regulations in addition to the review as required in this Article:
 - A. Attached signage on buildings that fronts or faces the Historic Town Square, shall not be internally illuminated.
 - B. Attached signage on buildings shall not exceed twenty (20) square feet in gross surface area. Such signs shall be mounted parallel and flush to the surface of the building.
 - C. Signs shall be of earth tones. (Shown in Sherwin William's Historic Color Chart.)
- (2) Town Square Regulations. Any person, firm, corporation, or association erecting a sign on Town Square public or private canopy shall comply with the following regulations pertaining to sign style, size, materials, media and placement:
 - A. Sign Size. The maximum height of the sign shall be fourteen (14) inches; the thickness of the sign shall not exceed two (2) inches; the width of the sign shall not exceed one-half (1/2) the width of span between support columns, less nine and one-half (9-1/2) inches. Where no support columns exist, the maximum width of a single sign shall not exceed seven (7) feet, nor shall the maximum width of two signs placed together on a canopy exceed the width of the canopy, less twelve (12) inches.
 - B. Sign Materials. The prescribed material to be used in construction of canopy signage may be cedar, redwood, cypress or other wood materials that are naturally resistant to decay.
 - C. Sign Media. The application of a message on a sign may be achieved by sand blasting, by application of dimension (raised or recessed) characters, or by hand

lettering (vinyl cutout letters are strictly prohibited). Color selections for sign letters, border, and background shall be made by owners/tenants. Day-Glow, neon and similar colors are strictly prohibited. Illuminated signs are not permitted in the Town Square.

D. Sign Placement, Public Canopy:

1. The top edge of the sign shall be six (6) inches below the top edge and flush with the front edge of the canopy front horizontal beam.
2. The side edge of the sign shall be eight (8) inches from the leading edge of the support column. The sign shall be located between the support columns to the side nearest building and business entrance.
3. The sign shall be affixed to the canopy mounting hardware in accordance with the detail set forth in the "Canopy Signs/Attachment Specification", adopted herein by reference.
4. In no event shall the affixing of a sign to the public canopy provide a vertical clearance between grade level and the bottom of the sign of less than seven (7) feet five (5) inches.

E. Sign Placement, Private Canopy:

1. The top edge of the sign shall be six (6) inches below the top and flush with the front edge of the canopy.
2. No more than two (2) signs may be placed on any single canopy. Each sign must be suspended directly from the canopy.
3. In no event shall the affixing of a sign to the canopy provide a vertical clearance between grade level and the bottom of the sign of less than seven (7) feet, five (5) inches.

Sec. 14.1207 Maintenance of Signs

All signs and sign support structures, together with all of their supports, braces, guys and anchors, shall be maintained in a proper state of preservation. No sign will be allowed to be kept in a dilapidated or deteriorated condition. Signs with broken or missing faces shall be repaired or replaced within ten (10) days of notice by the Building Official.

Freestanding sign panels advertising a business that has vacated the premises must be replaced with the new business or a blank panel within 30 days of vacancy.

Sec. 14.1208 Removal of Obsolete Signs

Any sign which no longer serves a bona fide use conforming to this code, shall be removed by the owner, agent or person having the beneficial use of the land, buildings or structure upon which such signs are located. Removal shall occur within ten (10) days after written notification to do so from the Building Official. Upon failure to comply with such notice, the Building Official is hereby authorized to cause the removal of such sign, and any expense incident thereto shall be paid by the owner of the land, building or structure to which such sign is attached or upon where it is erected.

Sec. 14.1209 Removal or Repair of Unsafe Signs

Any sign that is unsafe or unsecure, or is a menace to the public, the Building Official shall give written notice to the person or persons responsible for such sign. If the permittee, owner, agent or person having

the beneficial use of the premises fails to remove or repair the sign within ten (10) days after such notice, such sign may be removed by the Building Official at the expense of the permittee or owner of the property upon which it is located. The Building Official may cause any sign that is an immediate hazard to persons to be removed summarily and without notice.

Sec.14.1210 Illegal and Nonconforming Signs

(a) Illegal Signs. An illegal sign is a sign that meets any of the following criteria:

- (1) A sign erected without first obtaining a permit and complying with all regulations in effect at the time of its construction or use;
- (2) A sign that was legally erected but whose use has ceased because the business it identifies is no longer conducted on the premises for a period of at least thirty (30) days.;
- (3) A nonconforming sign for which the amortization period has expired;
- (4) A sign that was legally erected but which later became nonconforming and then was damaged to the extent of 50 percent or more of its current replacement value;
- (5) A sign that is a danger to the public or is unsafe; or
- (6) A sign that pertains to a specific event that has not been removed within five days after the occurrence of the event.

(b) Retention of Non-conforming Signs. Non-conforming signs, except as otherwise provided by this ordinance, may be continued subject to the following limitations:

- (1) The owner of a non-conforming sign, upon receipt of a notice of non-conformity, may register the sign with the City as an existing, non-conforming sign for continued use by the original business..
- (2) Registered, non-conforming signs may be maintained and repaired with like materials, provided that there is no extension, enlargement, change in location, or structural modification to any non-conforming aspects of the sign.
- (3) When a non-conforming sign is demolished or damaged to the extent that the cost of repairing the sign is more than 50-percent of the cost of erecting a new sign of the same type at the same location, such sign shall be eliminated or made to conform to the current sign regulations.

(c) Removal of Non-conforming Signs. Non-conforming signs shall be eliminated or made to conform to the current sign regulations within fifteen (15) days of the receipt of a notice of non-conformity. Signs subject to this Section are those whose characteristics constitute a public safety hazard, and include, but are not limited to:

- (1) Signs that violate the sight triangle provision.
- (2) Signs using the words "stop", "slow", "caution", "danger" or any other word, phrase, symbol or character in such a manner as is reasonably likely to be confused with traffic, directional and regulatory signs.
- (3) Signs erected so that by their location, color, nature or message are likely to be confused with or obstruct the view of traffic signals or signs, or are likely to be confused with the warning lights of an emergency or public safety vehicle.
- (4) Strings of lights not permanently mounted to a rigid background, except those exempt under *Section 14.1201(d) Exempted Signs*.

(5) Signs affixed to trees or utility poles.

(d) Removal of Illegal and Dangerous Signs. Except as otherwise provide by this ordinance or by law, the Building Official shall cause the removal of:

- (1) Any sign constructed, erected or placed in violation of the provisions of this or prior ordinances;
- (2) Any sign expressly prohibited by *Section 14.1202, Prohibited Signs*;
- (3) Any sign that represents a clear and present danger to the health or safety of the public due to its structural condition.

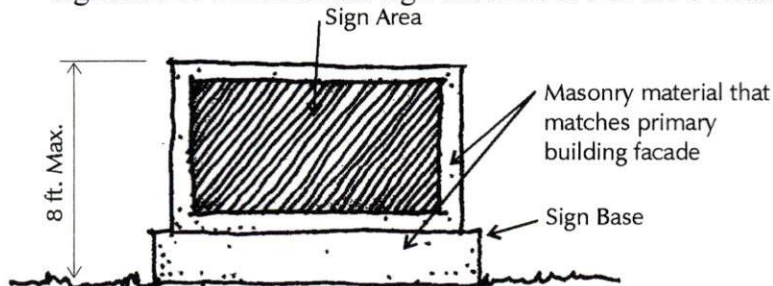
(e) Other Signs Forfeited. Any sign installed or placed on public property, except in conformance with the requirements of this Section, shall be forfeited to the public and subject to confiscation. In addition to other remedies hereunder, the city shall have the right to recover from the owner or person placing such a sign the full costs of removal and disposal of such sign.

Sec. 14.1211 Administration and Permits

(a) Principles of Sign Computations. The following principles shall control the computation of sign area and sign height.

(1) Computation of Area of Individual Signs

- A. The area of a sign shall be computed as the entire advertising area of the sign, including any framing or trim, contained within the respective sign cabinet. For the purposes of this computation the sign cabinet shall be defined as the structure or border used to differentiate a sign face from the structure against which a sign face is placed.
- B. Where a sign consists of individual letters, words or symbols attached to a building, canopy, awning or wall and all such elements are located in the same plane, the sign area shall be the area of the smallest rectangle which completely encompasses all such letters, words or symbols and any accompanying background of a color different than the natural color of the wall.
- C. The permitted area for all monument signs shall not include the sign base or sign structure. In no case shall the overall sign structure, including the base, exceed the maximum allowed height nor the maximum allowed sign area. In no case shall the sign face of a monument sign exceed 50% of the overall sign structure.



- (2) Computation of Area of Multi-faced Signs. The sign area for a sign with more than one face shall be computed by adding together the area of all sign faces visible from any one point. When two identical sign faces are placed back to back, so that both faces

cannot be viewed from any point at the same time, and when such sign faces are substantially similar, and when such sign faces are part of the same sign structure the sign area shall be computed by the measurement of one of the faces.

- (3) Computation of Height. The height of a sign shall be computed as the mean distance from the base(s) of the sign at normal grade to the top of the highest attached component of the sign. Normal grade shall be construed to be the lower of (1) existing grade prior to construction or (2) the newly established grade after construction, exclusive of any filling, berming, mounding, or excavating solely for the purpose of locating the sign.
 - (4) Computation of Sign Setback. The spacing between a sign and a lot line or two signs. The distance is measured horizontally from a vertical plane at the outer extremity of each sign.
 - (5) Computation of Maximum Number of Signs. Pursuant to this Article, each lot is allocated the maximum number of signs allowed per District. Where indicated, additional signs beyond the identified allowance shall be determined by the lineal frontage of the lot.
- (b) Sign Permits, Applications and Inspections.
- (1) Sign Permit Required. It shall be unlawful for any person to paint on any wall or surface, or construct, erect, alter, enlarge or repair any sign within the city limits of the City of Lancaster without first obtaining a permit from the Building Official and paying the fee as listed elsewhere in the City Code. The Building Official shall have the authority to double the permit cost if a sign is painted, constructed, erected, altered or repaired without first obtaining permit approval prior to installing the sign.
 - (2) Applications.
 - A. Application for permits shall be made upon forms provided by the Building Official, and shall contain or have attached thereto the following information:
 1. Name, address and telephone number of the applicant
 2. Location of building, structure, or lot to which or upon the sign or other advertising structure is to be attached or erected.
 3. Two (2) sets of plans to scale shall be submitted showing the sign location in relation to nearby buildings or structures, signs, property lines, driveways, public streets, fences, and sidewalks, and two (2) sets of plans and specifications showing method of construction and attachment to the building or ground, size, type, height, construction materials, and such other information as the Building Official may require. The plans shall be 1/8" to 1" (foot). Signs over ten feet (10) in height shall be engineered design.
 4. Name and address of person, firm, corporation, or association erecting structure.
 5. Electrical permit shall be required for an illuminated sign.
 6. Zoning classification carried by the property.
 7. Such other information as the Building Official may require in order to show full compliance with this and all other laws and ordinances of the city and state.
 8. The Building Official may require plans to be prepared by a registered professional engineer. Original signature of engineer required. Engineer shall be certified by the State of Texas.

B. Review and Inspection.

1. Review. It shall be the duty of the Building Official upon the filing of an application for a sign permit to examine such plans and specifications and other data and the premises upon which it is proposed to erect the sign, and if it shall appear that the proposed structure is in compliance with all the requirements of this Section, the building code, and all other laws and ordinances of the City of Lancaster, he shall then issue the sign permit. In addition, applications for sign permits within the Historic Landmark Preservation District shall be reviewed by the Historic Landmark Preservation Committee and a Certificate of Appropriateness shall be issued by the Planning and Zoning Commission prior to issuance of permits. If the work authorized under a sign permit has not been completed within ninety (90) days after issuance, the said permit shall become null and void.
 2. Inspection. The Building Official shall be notified by the permittee when erection of the sign is complete and he shall make an inspection to determine if the sign conforms to city ordinances and codes. The Building Official shall inspect annually, or at such other times as he deems necessary, each sign regulated by this Section for the purpose of ascertaining whether the same is secure or insecure, whether it still serves a useful purpose and whether it is in need of repair or removal.
- (3) Sign Control Board Approval. Signs or signs with moving parts shall be approved by the Sign Control Board.
- (c) Building and Fire Codes.
- (1) Codes. Signs shall meet all adopted building codes and fire codes.
 - (2) Structural Design. All free standing signs shall be designed by a structural engineer in the State of Texas and constructed to withstand the wind load per square foot and shall be constructed to receive a dead load as required in the adopted building code of the City of Lancaster.
- (d) Sign Contractors Registration Required. A sign contractor's registration must be obtained prior to engaging in such business within the City of Lancaster.
- (1) Requirement for Registration. No person, firm or corporation shall install, erect or maintain any sign, or contract for such service, until such person, firm or corporation has applied to the Building Inspection Department for a registration to install, erect and maintain signs, and until such registration has been approved and issued.
 - (2) Registration Fees. The fee for such registration shall be established by City Council.
 - (3) Registration Board. No registration for the installation, erection and maintenance of signs shall be issued to any person, firm or corporation until such person, firm or corporation has filed with the Building Inspection Department a liability insurance certificate in an amount established by the Building Official. Such certificate shall meet the requirements of the City of Lancaster and the laws of the State of Texas, and shall provide for the indemnification of the City of Lancaster, for any and all damages or liability which may accrue against it by reason of faulty installation, erection, demolition, repair, removal or defects in, or collapse of, any sign for a period of one (1) year. Such liability insurance shall further provide for the indemnification of any persons, firm or corporation who shall, while upon public property or in any public place, incur damage for which principal named in the insurance policy is legally liable.

- (4) Cancellation of Registration. The registration of any sign contractor may be canceled by the City manager upon the recommendation of the Building Official, when such contractor persistently violates the requirements of this code. Conviction in Municipal Court, whether appealed or not, on three (3) violations over a period of two (2) calendar years shall constitute evidence of persistent violation. Any registration thus canceled shall not be renewed for such contractor or anyone operating his shop until such violations have been corrected. Upon correction of the violations, the contractor's registration may be renewed.

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SECTION 2. That the Code of Ordinances of the City of Lancaster, Texas be, and the same is, hereby amended by amending Chapter 14, Zoning, Article 14.1300, Definitions, which shall read as follows:

"ARTICLE 14.1300 DEFINITIONS

ARTICLE 14.1300. DEFINITIONS

Sec. 14.1301 Usage

- (a) For the purpose of these regulations, certain numbers, abbreviations, terms, and words shall be used, interpreted and defined as set forth in this Ordinance.
- (b) Unless the context clearly indicates to the contrary, words used in the present tense include the future tense and words used in the plural include the singular.
- (c) The word "shall" wherever used in this Article will be interpreted in its mandatory sense; the word "may" shall be deemed as permissive.
- (d) The word "building" includes the word "structure", the word "lot" also means "plot" or "tract".
- (e) The term "used for" includes the meaning "designed for" or "intended for".

Sec. 14.1302 Definitions

- (a) General Definitions:

Accessory Building or Use. A subordinate building having a use customarily incident to and located on the lot occupied by the main building; or a use customarily incident to the main use of the property. A building housing an accessory use is considered an integral part of the main building when it has any part of a wall in common with the main building, or is under an extension of the main roof and designed as an integral part of the main building.

Adopted Policies. A written administrative directive discussed at a public meeting and officially adopted by a majority vote of the City Council.

Agriculture. The planting, cultivating, harvesting and storage of grains, hay or plants, or vineyards, commonly grown in Dallas County. The raising and feeding of livestock and poultry shall be considered an agricultural venture if the area in which the livestock or poultry is kept is three (3) acres or more in area, and if such raising of livestock and poultry is incidental or supplemental to the raising of crops and is not primarily for the raising or fattening of livestock. A feed lot used exclusively for the fattening of livestock is not considered an agricultural use.

Agricultural Building. A structure designed and constructed to store farm implements or hay, grain poultry, livestock, fruit, and other agricultural products. These buildings are not to contain any residential use or be open to the public.

Alley. A minor way which is used primarily for vehicular service access to the back or side of properties otherwise abutting on a street; it is also public space or way, 20 feet or less in width, which has been dedicated or deeded for public use.

Alteration to a Sign. Any change of copy, sign face, color, size, shape, illumination, position, location, construction, or supporting structure of any sign.

Alteration. Any addition, removal, extension, or change in the location of any exterior wall of a main building or accessory building, or change or modification in construction or occupancy.

Antenna Mast. Definitions. For the purpose of this division an antenna mast is defined as an antenna, mast or tower, or all or any two (2) of these combined to constitute a structure designed for radio and television reception or transmission.

"Antenna" means a device or apparatus consisting of one or more wires, rods, dish or panels arranged to send and receive radio, television, electromagnetic or microwave signals. For purposes of this section, several antenna components may be assembled to perform a single function for a single operator and may be considered one (1) antenna.

Antenna--Accessory means an antenna for the purpose of transmitting, retransmitting and/or receiving radio, television, electromagnetic or microwave signals as part of and directly related to a principal activity within an office, retail or industrial building and which itself is not a principal use or unrelated to any principal use on the property.

Antenna--Commercial means an antenna for the purpose of transmitting, retransmitting and/or receiving radio, television, cellular, electromagnetic or microwave signals, and any other similar technology, primarily for the purpose of operating a business and/or for financial gain. A commercial antenna may be either mounted or freestanding as described below.

Antenna, Commercial--Free-Standing means a commercial antenna supported by or affixed to a free-standing pole, tower, tripod, frame or other similar structure.

Antenna, Commercial--Mounted means a commercial antenna permanently affixed to the roof or other portion of a building.

Antique Shop. A retail or wholesale establishment engaged in the selling of works of art, architectural antiques, furniture and/or other artifacts which are over fifty (50) years old and that are in clean, operable and saleable condition (i.e., not junk), with all sales and storage occurring inside a building. An antique shop is differentiated from a "used merchandise store", a "resale shop" or a "consignment shop" in that it does not market common, contemporary used household goods, clothing or furnishings – rather, it deals primarily in vintage and nostalgia items (generally over 50 years old) and in antiques (generally over 100 years old) from past eras.

Apartment Hotel. An apartment house which furnishes for the use of its tenants services ordinarily furnished by hotels, but the privileges of which are not primarily available to the public.

Apartment House or Building. A building arranged, intended or designed for more than two families. (See Dwelling Unit, Multiple)

Apartment. A room or suite of rooms within an apartment house arranged, intended or designed for a place of residence of a single family or group of individuals living together as a single housekeeping unit and who do their cooking therein. (See Dwelling Unit)

Associated Recreation. Recreational uses which are an integral part of a common ownership or associated with high density residential development (example: Homeowners Association with a private club, swimming pool, and tennis courts).

Authorized Agent. An architect, builder, developer, or any person empowered to act on behalf of other persons.

Automobile Repair, Major. Major repair, rebuilding or reconditioning of engines, transmissions, or other major components for motor vehicles; collision services including body, frame, or fender straightening or repair; customizing; overall painting or paint shop; automotive glass and upholstery; those uses listed under "Automobile Repair, Minor", and other similar uses. All repair work shall be performed inside an enclosed building. Vehicles shall not be stored on site longer than 90 days.

Automobile Repair, Minor. Minor repair or replacement of parts, tires, tubes, and batteries; diagnostic services; minor motor services such as grease, oil spark plugs, and filter changing; tire alignment; tune-ups, emergency road service; replacement of starters, alternators, hoses, brake parts, mufflers; performing state inspections and making minor repairs necessary to pass said inspection; servicing of air-conditioning systems, and similar minor services for motor vehicles except heavy load vehicles, but not including any operation named under "Automobile Repair, Major" or any other similar use. All work must be performed inside an enclosed building. Vehicles shall not be stored on site for longer than 14 days.

Bar, Cocktail Lounge, Tavern, Saloon, Cantina. An establishment where alcoholic beverages are sold for on-premises consumption, other than a restaurant as defined in this Section.

Basement or Cellar. A story having more than one-half ($\frac{1}{2}$) of its height below the average level of the adjoining ground. A cellar shall not be counted as a story for the purposes of height measurement.

Bed and Breakfast. A single family owner-occupied house offering rooms with breakfast on a nightly basis for a fee.

Block. A piece or parcel of land entirely surrounded by public highways or streets, other than alleys. In cases where the platting is incomplete or disconnected, the Building Official shall determine the outline of the block.

Board. The Board of Adjustment of the City.

Boarding House or Lodging House. A building other than a hotel, occupied as a single housekeeping unit, where lodging or meals are provided for five or more persons for compensation, pursuant to previous arrangements, but not for the public or transients.

Buffer. A visual screen constructed of wood, concrete block, masonry, or landscape material including earthen berms in such a manner that adjacent property will be screened from the use contemplated, so noise, solid waste, or other objectionable influences will be avoided. Such buffer shall be horizontal to the ground, opaque, and a minimum of six (6) feet in height.

Building. An enclosed structure, anchored to permanent foundation, and having exterior or party walls and a roof, designed for the shelter of persons, animals, or property. When divided by other than common or contiguous walls, each portion or Section of such building shall be regarded as a separate building, except that two buildings connected by a breeze way shall be deemed as one building. Parking structures shall not be considered as buildings when calculating building coverage.

Buildable Area. The "buildable area" of the lot is the maximum amount of allowable space upon which a structure or building may be erected, after meeting the coverage, yard and other requirements of this Ordinance.

Building Area. The building area of the lot is the gross area covered by the structures when placed on the lot.

Building Coverage. Percentage of the lot that is occupied by the building area. Parking structures shall not be included in the calculations for coverage requirements.

Building Height. The height of the building shall be measured from the average elevation of the finished grade along the front of the building to the highest point of the roof or parapet of the building if it is a flat, mansard or shed roof; or to the midpoint of the roof if it is gable, hip or gambrel roof.

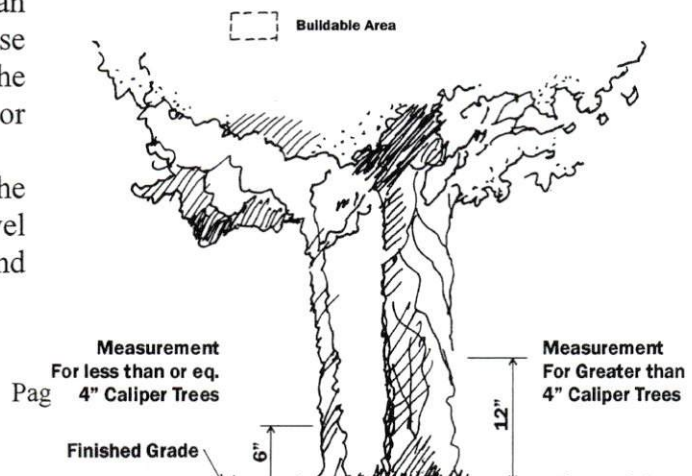
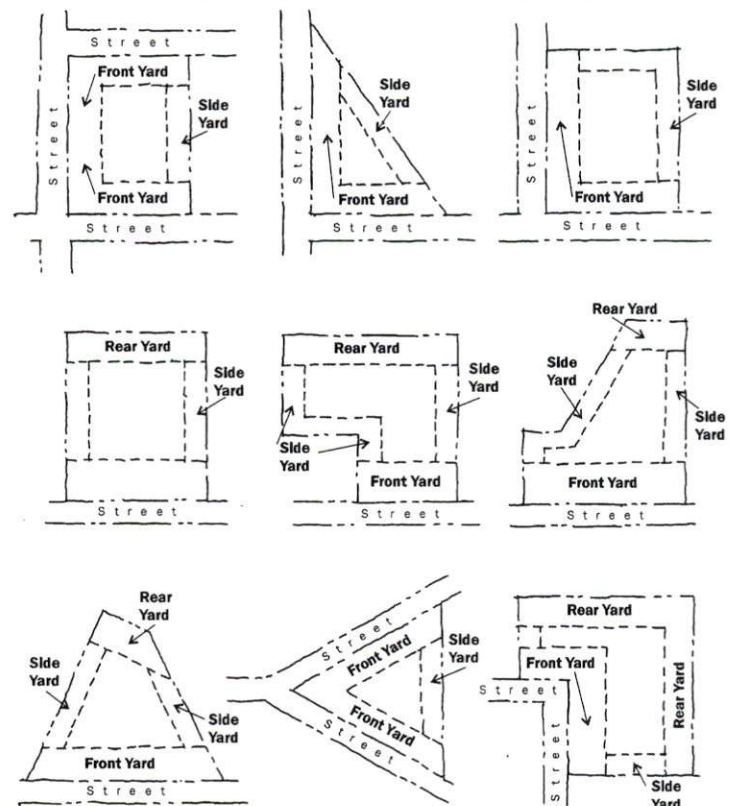
Building Official. The duly authorized employee or representative of the City charged with implementation, inspection and enforcement of the building codes.

Building, Principal. A principal building is one in which a main use of the lot on which it is located is conducted.

Building Setback Line. A line defining an area on the building lot between the street right-of-way line and all other property lines and the building line within which no building or structure shall be constructed (also referred to as a "yard"), encroach or project except as specifically authorized in an adopted ordinance of the City of Lancaster. In the GR, C, CBD, HC, RT, LI, HI districts, underground parking garages shall not be required to meet side or rear setback requirements, but may be constructed from lot line to lot line.

- Front Building Setback Line (defining a Front Yard):** A line parallel to the street right-of-way line which the building faces, and takes its primary access from.
- Side Building Setback Line (defining a Side Yard):** A line parallel to an adjacent lot or street right-of-way on a corner lot, which the building sides up to.
- Rear Building Setback Line (defining a Rear Yard):** A line parallel to an adjacent lot, alley, or street in the case of double frontage lots, which the building backs up to and has its rear or secondary access from.

Caliper. Caliper means the diameter of the trunk measured six inches above ground level up to and including four inch caliper size, and



measured 12 inches above ground level if the measurement taken at six inches above ground level exceeds four inches. If a tree is of a multi-trunk variety, the caliper of the tree is the total caliper of all of its trunks at the elevation being measured.

Carport. A structure which is open on at least 2 sides., covered with a roof and constructed specifically for the storage of one or more automobiles; utility room may be included.

Certificate of Occupancy. A certificate issued by the Zoning Administrator or his authorized representative stating that the proposed use of the land and/or building conforms to the requirements of this Ordinance.

Check Cashing Business/Credit Agency or Similar Financial Institution. A check cashing business, credit agency or similar financial institution, e.g., payday advance/loan businesses or car title loan businesses, defined as:

An establishment that provides to the customer an amount of money that is equal to the face of a check or the amount specified in the written authorization for an electronic transfer of money, less any fee charged for the transaction, and where there is an agreement not to cash the check or execute an electronic transfer of money for a specified period of time, the business of cashing checks, warrants, drafts, money orders, or other commercial paper serving the same purpose for compensation by any person or entity other than a retail seller engaged primarily in the business of selling consumer goods, including consumables, to retail buyers, that cashes checks or money orders, or issues money orders or money transfers for a minimum flat fee as a service that is incidental to its main purpose or business, provided such retailer does not cash more than 100 checks in any calendar month; an establishment that makes small consumer loans, usually backed by a postdated check or authorization to make an electronic debit against an existing financial account, where the check or debit is held for an agreed-upon term, or until an applicant's next payday, and then cashed unless the customer repays the loan to reclaim such person's check; an establishment that makes small consumer loans that leverage the equity of a car or other vehicle as collateral where the title to such vehicle is owned free and clear by the loan applicant and any existing liens on the car or vehicle cancel the application. The loan terms are often for 30 days and failure to repay the loan or make interest payments to extend the loan allows the lender to take possession of the car or vehicle. This definition excludes a state or federally chartered bank, savings and loan association or credit union, pawnshop or grocery store.

NOTE: *These uses will only be allowed with a Specific Use Permit (SUP) in the MI (Medium-Industrial) and the CS (Commercial Services) zoning districts in a free-standing building developed in accordance with the provisions of this Ordinance and shall not be co-located in the same structure as other uses. No lot/parcel containing this use will be allowed within 2,000 lineal feet from any other lot/parcel containing this similar use (as measured in a straight line between the nearest points of one property line to another property line).*

No lot/parcel containing this use will be allowed within 500 lineal feet of any residentially zoned property or property used for residential use, or within 1,000 lineal feet of East Interstate 35, Interstate 20 including the service roads and any major or minor arterial as designated by the adopted City of Lancaster Thoroughfare Map (as amended).

City. The City of Lancaster, Texas.

CLTA. Council of Landscape Tree Appraisers

Clinic. An institution, public or private, or a station for the examination and treatment of outpatients by a group of doctors, dentists, opticians, ophthalmologists, orthopedists, or other similar professional physicians.

Cluster Development. A method of development of land that permits variation in lot sizes without an increase in overall density of population or development, and results in a commonly held and accessible amenity. This remaining space must be preserved for public or neighborhood accessible open space, or the preservation of historically or environmentally sensitive features as a community resource. (See Conservation Development.)

Cold Storage Plant. A commercial establishment where foods are stored either in lockers, rented or leased, or in vaults in bulk for distribution to the home or other commercial businesses. There is no slaughtering of animals on the premises.

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

Establishments that contain more than four (4) coin operated machines as defined by City Ordinances and/or more than one (1) pool table are hereby defined to be commercial amusements and shall meet the requirements for such uses as set forth in this ordinance.

Commission. The Planning and Zoning Commission of the City of Lancaster, Texas.

Comprehensive Plan. The Comprehensive Plan of the City of Lancaster and includes any unit or a part of such unit separately adopted and any amendment to such plan or parts thereof.

Condominium. A multifamily dwelling unit, within which designated dwelling units are conveyed fee simple title, with an undivided interest in the building's common elements, to include, but not be limited to, halls, stairs, elevators, roof, parking space, and the land when the building is not constructed on leased land.

Conservation Development. A development design technique that concentrates buildings in specific areas on a site to allow remaining land to be used for recreation, common open space, or the preservation of historically or environmentally sensitive features. (See Cluster Development.)

Convent or Monastery. A building or group of buildings designed to provide group housing for persons under religious vows or orders.

Court. An open unoccupied space, other than a yard, on the same lot with a building and which is bounded on two (2) or more sides by the building.

Curb Level. The level of the established curb in front of the building measured at the center of such front, or in the case of a corner lot, along the abutting street where the mean curb level is the highest. Where no curb has been established, the City Engineer shall establish such curb or its equivalent for the purpose of this Ordinance.

Day Care Center or Day Nursery. A place for the care of children. Services usually include a staff nurse and a hot meal is normally served.

Density. The ratio of dwelling units per gross acre of platted area being developed.

Director. The Director of Community Development for the City of Lancaster.

District. A zone or geographic area within the municipality within which certain zoning or development regulations apply.

Drive-In Eating Establishments. Any structure and premises specifically designed for the preparation and dispensing of food and meals for consumption either indoors or in a vehicle parked on the premises or taken away for consumption.

Dwelling Unit. Any building or portion thereof which is designed for or used primarily for residential occupancy, but not including hotels, boarding houses or mobile homes, trailers, motor coaches or other recreational vehicles.

- a. **Single-Family:** A building designed for and/or occupied exclusively by one (1) family as a separate dwelling unit.
- b. **Duplex:** A building designed and/or occupied exclusively by two (2) families living independently of each other.
- c. **Triplex:** A building designed for and/or occupied exclusively by three (3) families living independently of each other.
- d. **Fourplex:** A building designed for and/or occupied exclusively by four (4) families living independently of each other.
- e. **Multiple:** A building designed for and/or occupied exclusively by five (5) or more families living independently of each other.
- f. The determination of whether one family is living independently of another is based on one or more of the following criteria:
 - 1) Separate sanitary facilities.
 - 2) Separate kitchen facilities.
 - 3) Separate entrances.
 - 4) Separate utilities.

Empty Nester Unit. A residential unit type that is targeted to singles, empty nesters and retirees, which generally requires a minimum of maintenance and is smaller than typical single family homes. (See Article V.3.1.a.1)

Exception. Relief from or variation of the provisions of these regulations, other than Use Regulations, as applied to a specific piece of property, as distinct from a Variance or rezoning, which may be granted by the Director, the Planning and Zoning Commission or the City Council as specified in this Unified Development Code. (See "Variance" and "Temporary Waiver".)

Family. One (1) or more persons who are related by blood, adoption or marriage, living together and occupying a single housekeeping unit with single kitchen facilities, or a group of not more than five (5) (excluding servants) living together by joint agreement and occupying a single housekeeping unit with single kitchen facilities, on a nonprofit, cost-sharing basis.

Fence. An enclosure or barrier for the purpose of enclosing space or separating lots, composed of masonry or concrete walls, excluding retaining walls; or wood, metal, or concrete posts connected by boards, rails, panels, wire, or mesh.

Filling, Retail Service Station. An establishment where gasoline, oil and grease, or automobile accessories are sold, supplied or dispensed to the vehicle trade or where motor vehicles receive limited repair, are equipped for service, or where electric storage batteries are recharged and cared for, or a place where any two or more such activities are carried on or conducted as the principal use of the establishment. (The storage, sale, lease, or rental of more than one [1] boat or mobile home, or more than five [5] hauling trailers is prohibited.)

Flea Market/Second Hand Dealer/Swap Meet. The sale or trade of used merchandise customarily involving tables or space leased or rented to vendors either in the open air or in a building. This does not include a used merchandise establishment or an antique store.

Floor Area Ratio. The relationship of the gross floor area of all buildings on a lot to the total lot area. Parking structures shall be excluded in the calculation of the floor area ratio.

Frontage. All the property abutting on one (1) side of a street between two (2) intersecting streets, measured along the street line.

Garage Apartment. A dwelling unit attached to a private garage.

Garage, Community. A building or portion thereof, other than a public, private or storage garage as defined below, providing storage for motor vehicles with facilities for washing, but no other services, such garage to be in lieu of private garages within a block or portion of a block.

Garage, Commercial. A commercial garage is any premises and structures used for housing more than three (3) motor driven vehicles or where any vehicles are kept for remuneration, hire, or sale and where a retail service station may be maintained as a secondary use.

Garage, Detached or Private. An accessory building for storage only of motor vehicles and home laundry.

Garage, Public. A building or portion thereof, designed or used for the storage, sale, hiring, care or repair of motor vehicles, which is operated for commercial purposes.

Garage, Storage. A building or portion thereof, except those defined as private, a public, or a community garage providing storage for more than four (4) motor vehicles, with facilities for washing but no other services.

Garage, Pull Through. A "pull through" garage shall mean a garage that is sited at the rear of a lot and behind the principal structure that requires a driveway adjacent to the principal structure to connect the garage with the street fronting the principal structure.

Garage, J-Swing. A "J-swing" garage is accessed by the front street, but the garage entry faces parallel to the street.

Group Housing Project. A dwelling project consisting of three (3) or more buildings, to be constructed on a plot of ground which is not subdivided into customary streets or lots, or where the existing or contemplated street or streets or lot layouts make it impractical to apply the requirements of this Ordinance to the individual building units in such housing project.

Guest House. An accessory building designed for the temporary occupancy of guests of the primary dwelling for which there is no remuneration and is not rented or otherwise used as a separate domicile.

Height of Yard or Court. The vertical distance from the lowest level of such yard or court to the highest point of any boundary wall.

Home Occupations. A "home occupation" is a commercial use customarily carried on in the home by members of the occupant family without structural alterations in the principal building or any of its rooms, without offering any commodity or service for sale on premises, without the installations of machinery or additional equipment other than that customary to normal household operations, without the employment of additional persons, without the use of a sign to advertise the occupations, and which does not cause the generation of other than normal noise, and pedestrian and vehicular traffic.

Hospital, Sanitarium, Nursing or Convalescent Homes. A building or any portion thereof, used or designed for the housing or treatment of the sick, mentally ill, injured, convalescent or infirm persons; provided that this definition shall not include rooms in any residential dwelling, hotel, or apartment hotel not ordinarily intended to be occupied by said persons.

Hotel. A building occupied or used as a temporary abiding place of individuals or groups of individuals who are lodged, with or without meals, and in which there are more than twelve sleeping rooms, and no provisions for cooking in individual rooms.

Impervious Cover. Roads, parking areas, buildings and other impermeable construction covering the natural land surface that prevent absorption of the water. Water quality basins, swells and other conveyances for overland drainage shall not be calculated as impervious cover.

Institutional Use. A nonprofit organization or building, public or private, for the benefit of the public including YMCA, YWCA, Boys Clubs, Scouts; educational facilities and schools, including day care centers and kindergartens; churches, temples, cemeteries, mausoleums or crematories for the deposit of the human dead; hospitals, civic clubs, private parks, private libraries, museums, etc.

Kennel. Any premises in which more than 3 dogs or 3 cats or 3 other domesticated animals over the age of three months, not including livestock or poultry, are housed, boarded, raised, or trained as a commercial enterprise. This definition does not include pet shops.

Kindergarten. A school for more than five (5) children of preschool age, in which constructive endeavors, object lessons or educational games are prominent features of the curriculum.

Kiosk Program. A program established by the City of Lancaster to provide signage to community facilities, parks and new home developments. (See also "Signs, Kiosk")

Landscaping. Trees, shrubs, ground cover, earthen berms, vines, grass, water, decorative features such as fountains, or other material approved by the City Council.

Legislative or Governing Body: The City Council of the City of Lancaster, Texas.

Loading Space. A space within the main building or on the same lot therewith, providing for the standing, loading, or unloading of trucks and having a minimum dimension of twelve (12) by thirty-five (35) feet and a vertical clearance of at least fourteen (14) feet.

Loft. Flexible floor space above the ground level of a building (generally a commercial building) which is used for living or live-work uses.

Lot. An undivided tract or parcel of land having frontage on a public street, or upon an approved open space, having direct street access, and which is, or in the future may be, offered for sale, conveyance, transfer, or improvement, which is designated as a distinct and separate tract, and which is identified by a tract or lot number or symbol in a duly approved subdivision plat which has been properly filed of record.

Lot Area, Minimum. Includes internal sidewalks, recreation areas, floor space, parking area, open space and utility easements, but does not include any public right-of-way street easements, or alley easements.

Lot, Corner. A lot abutting upon two or more streets at their intersection. A corner lot shall be deemed to front on that street on which it has its least dimension, unless otherwise specified by the Building Official, or as specified on an approved plat.

Lot Depth. The length of a line connecting the midpoints of the front and rear lot lines.

Lot Double Frontage or Through Lot. A lot abutting on two (2) nonintersecting public streets as distinguished from a corner lot.

Lot, Frontage. The length of street frontage between property lines.

Lot, Interior. A lot whose side lot lines do not abut upon any street.

Lot, Irregular. Any lot not having equal front and rear lot lines, or equal side lot lines; a lot, the opposite lot lines of which vary in dimension and the corners of which have an angle of either more or less than ninety (90) degrees. A lot fronting on a sharp curve or cul-de-sac.

Lot Lines. The lines bounding a lot as defined herein.

Front Lot Line. The property line between the front yard and the contiguous street right-of-way boundary.

- a. ***Rear Lot Line:*** The boundary line which is opposite and most distinct from the front street line; except that in the case of uncertainty the Building Inspector shall determine the rear line.

b. **Side Lot Line:** The property line between two adjacent lots or between the side yard and the contiguous street right-of-way boundary on corner lots.

Lot, Reverse Corner. A corner lot whose front line faces at right angles to the front lot lines of the interior lots or whose rear lot line abuts the side lot lines of interior lots.

Lot Width. The horizontal distance between side property lines, measured at the front setback line.

Lot of Record. A parcel of land which is part of a subdivision, the map or plat of which has been recorded in the office of the County Clerk of Dallas County; or a parcel of land not a part of an urban or town lot subdivision, the deed of which has been recorded in the office of the County Clerk of Dallas County prior to the adoption date of this Ordinance, which has not been divided since recording.

Lots in Separate Ownership at the Time of the Passage of this Ordinance. A lot whose boundary lines, along their entire length touched lands under other ownership as shown by plat or deed recorded in the office of the County Clerk of Dallas County on or before the date of the adoption of this ordinance.

Maneuvering Space. The space entirely on private property required for maneuvering vehicles in such a manner as to preclude the backing of any vehicle into any street right-of-way.

Masonry. Masonry construction shall be defined as construction composed of materials in the categories listed below and shall not include hollow clay tile or exposed lightweight block such as cinder block.

Mini-Warehouse. A mini-warehouse (or self-storage facility) is an enclosed storage facility containing independent, fully enclosed bays that are generally leased to individuals for long-term storage of their household goods or personal property.

Modular:

- Brick
- Natural or quarried stone
- Cast or cultured stone
- Glass block or glass
- Tile
- Custom concrete masonry units (normal or heavy weight blocks with an integral color that is sandblasted, burnished or has a split face)

Mini-warehouses. Small individual storage units for rent or lease, restricted to the storage of items that are not for sale on the premises.

Mobile Home. A movable or portable dwelling which is constructed on a chassis, and which is designed to be towed over Texas roads and highways under special permit, designed for year-round occupancy, designed primarily to be used without a permanent foundation, but which may sit on a permanent foundation, and designed to be connected to utilities. It may consist of one or more units that can be telescoped when transported and expanded later for additional capacity, or of two or more units, separately transportable, but designed to be joined together into one integral unit. The following shall not be included in this definition:

- a. Travel trailers, pickup coaches, motor homes, camping trailers, or other recreational vehicles.
- b. Manufactured modular housing which is designed to be set on a permanent foundation, and which uses standard sheathing, roofing, siding, and electrical plumbing, and heating systems which comply with Lancaster Ordinances and Codes.

Modular Homes. Any permanent, single family dwelling unit which has been prefabricated or factory constructed as a single unit or in Sections or modules, and assembled at the factory or construction site and moved to a permanent location as a unit or in Sections or modules, as a permanent single family dwelling unit placed on a permanent foundation at such site and connected with all required utility services.

Motel. A building or group of two or more detached, semi-detached, or attached buildings containing guest rooms or apartments with automobile storage space provided in connection therewith, which building or group is designed, intended or used primarily for the accommodation of automobile travelers; including group designated as auto cabins, motor courts, motels and similar designations.

Municipal Uses. Facilities owned or controlled by the City of Lancaster including but not limited to: office buildings, maintenance shops, treatment plants, community centers.

Nightclub, Discotheque, Disco or Dance hall. An establishment whose primary activity is the provision of facilities for dancing, including a dance floor and live entertainment or amplified music. Such establishment may or may not provide on-premises consumption of alcoholic beverages. Schools of dance are exempted from this definition.

Nonconforming Use, Building or Yard. A use, building or yard, which does not, by reason of design, use or dimensions, conform to the regulations of the district in which it is situated. It is a legal nonconforming use if established prior to the passage of this Ordinance.

Office Showroom. An establishment with no more than twenty-five percent (25%) of its total floor area devoted to storage and warehousing, but not accessible to the general public. The remaining area may include retail and wholesale sales areas, sales offices, and display areas for products sold and distributed from the storage and warehousing areas.

Offices, Professional and General Business. A room or group of rooms used for the provision of executive, management and/or administrative services. Typical uses include administrative offices and services including real estate, insurance, property management, investment, personnel, travel, secretarial services, telephone answering, and business offices of public utilities, organizations and associations, and medical offices.

Owners of record. Persons, partnerships or corporations listed as the property owner as of the date of the notification letter.

Parking Area. Space used exclusively for the parking of vehicles and where no other business is conducted paved to City specifications.

Parking Space. Area, not closer than six (6) feet from the back edge of the curb, the width and length of which shall exceed by a minimum of two (2) feet the dimensions of the type of vehicle normally to be parked in the space, and connected to a street or alley by a driveway affording satisfactory ingress and egress. The minimum dimension of a parking space shall be in accordance with the adopted ordinances of the City of Lancaster regarding off-street parking.

Patio Home. A single family, residential dwelling unit that is most often a one story L-shaped or U-shaped home utilizing the entire lot with an enclosed garden court for open space area. Fire retardant walls are utilized and additional open space is often provided by clustering the units.

Paving. Material which provides an all weather surface for the parking of vehicles. All required paving shall meet the standards specified by applicable City specifications.

Permitted Use. A use specifically allowed in one or more of the various districts without the necessity of obtaining a specific use permit.

Person. Any individual, association, firm, corporation, governmental agency or political subdivision.

Personal Service Shop. An establishment for the purpose of supplying limited personal services such as, but not limited to, barber, shoe, boot, saddle, shine shop.

Place. An open, unoccupied space other than a street or alley permanently established or dedicated as the principal means of access to property abutting thereon.

Planning Consultant. A private practitioner in planning, who is a member of the American Institute of Certified Planners (AICP).

Planned Shopping Center. A group of architecturally unified commercial establishments built on a site which is planned, developed, owned and managed as one operating unit related in its location, size, and type of shops to the trade area that the unit serves. The unit provides on-site parking in definite relationship to the types and total size of the stores.

Planned Development (PD). Includes a combination of different dwelling types and/or a variety of land uses which creatively complement each other and harmonize with existing and proposed land uses in the vicinity, and comply with provisions of the ordinances governing planned developments.

Plant List, City Approved. A list of plant materials which are acceptable for meeting the City's landscape requirements. It also includes a list of plant materials which are prohibited. The Plant list is approved by the Planning and Zoning Commission and maintained by the Director.

Plat. A map of a subdivision or site plan that represents a tract of land, showing the boundaries and location of individual properties and streets.

Portable Building: A temporary building that may or may not have a foundation and is transportable. The structure may or may not require a permanent foundation based on the adopted building codes as amended.

Private Club. An establishment providing social and dining facilities as well as alcoholic beverage service to an association of persons and otherwise falling within the definition of and permitted under the provisions of that portion of Title 3, Chapter 32, VTCA, Alcoholic Beverage Code, as it be hereafter amended and as it pertains to the operation of private clubs.

Recreational Vehicle or Travel Trailer: A vehicular, portable structure built on a chassis, designed to be used as a temporary dwelling for travel, recreational and vacation uses, permanently identified as a travel trailer by the manufacturer of the trailer and, when factory equipped for the road, it shall have a body width not exceeding eight(8) feet and a body length not exceeding State maximums.

Rescue Mission or Homeless Shelter. A facility providing temporary housing to indigent, needy, homeless, or transient persons; may also provide ancillary services such as counseling, vocational training, etc.

Restaurant or Café: A building or portion of a building, where the primary business is the on-premises sale of prepared food, with adequate facilities for the preparation of the food to be sold, the adequacy of said kitchen facilities to be based upon the seating capacity of the restaurant and the type of menu offered.

Restaurant (Limited Service): A building or portion of a building, where the primary business is the on-premises sale of prepared food where patrons generally order or select items and pay before eating. Food and drink may be consumed on premises, taken out, or delivered to customers' location. Drive-through "pickup/order" window permitted provided that there is no public address system or speakers.

Retail. The sale of goods directly to a consumer. Engaged in, pertaining to, or relating to the sale of merchandise at retail. To sell by individual items or by the piece, directly to a consumer.

Retail Food Store. A retail establishment selling meats, fruits, vegetables, bakery products, light hardware, and other similar items which are purchased for use and consumption off the premises (may be drive-in or supermarket type).

Right-of-Way Line. A dividing line between a lot, tract, or parcel of land and the public right-of-way.

R.O.W. Right-of-Way.

Self-Storage facility. Small individual storage units for rent or lease, restricted solely to the storage of items. The conduct of sales, business or any other activity within the individual storage units, other than storage, shall be prohibited. One caretaker/security residence shall be permitted in association with a self-storage facility.

Semi-Public Uses. Public facilities including sanitary landfills, water treatment and supply facilities, and wastewater treatment facilities, but not including facilities owned or controlled by the City.

Servant's Quarters. An accessory building or portion of a main building located on the same lot as the main building and used as living quarters for servants employed on the premises and not rented or otherwise used as a separate domicile.

Setback: See Building Setback Line.

SIGNS:

Abandoned Sign. A sign that no longer identifies or advertises a bona fide business, service, owner, product, or activity and/or for which no legal owner can be found.

Amenity Sign. Temporary signs utilized by multi-family complexes to advertise special features offered within the particular apartment complex.

Banner Sign means a sign intended to be hung either with or without a frame, progressing characters, lettered, illustrated or ornamentations applied to paper, plastic or fabric of any kind; excluding flags, emblems and insignia of political, professional, religious, educational or corporate organizations

Billboard Sign means a sign adjacent to freeways and used for the purpose of off premises advertising and conveyance of messages, utilizing a monopole sign structure.

Builder's Directional Sign. A sign providing direction or instruction to guide a person to sites where new homes are under construction.

Building Frontage. The horizontal linear dimension designated as the primary façade of that portion of a building occupied by a single use or occupancy. A corner tenant will be permitted to use the secondary façade to determine the "building frontage".

Building Official. The officer or other person within the City of Lancaster charged with the administration and enforcement of the sign regulations.

Canopy sign is a sign attached to a building to offer shade along the buildings walkway and be of various colors to draw attention to a building. Permanent sign attached to the vertical face of a canopy or attached to the structural supports of canopy. Canopy signs shall not extend above the roof line or extend beyond the face of the canopy.

Changeable Electronic Variable Message Sign means a sign or portion of a sign that uses LED lights to form a sign message or messages in text form wherein the sequence of messages and the rate of change is electronically programmed and can be modified by electronic processes.

Development Sign. A sign announcing or describing a legally approved subdivision

Directional Sign. An accessory sign that indicates the direction of facilities by means of arrows, words, or other symbols.

Double-Faced Sign. A sign with two display areas against each other or where the interior angle formed by the display area is 60 degrees or less, where one face is designed to be seen from one direction and the other side from another direction.

Erect a Sign. To build, construct, alter, attach, hang, place, suspend, or affix, and shall also include the painting of signs on the exterior surfaces of a building or structure.

Extraterritorial Jurisdiction means the unincorporated area that is contiguous to and located within five miles of the corporate boundaries of the City.

Flashing Sign. Any directly or indirectly illuminated sign either stationary or animated, which exhibits changing natural or artificial light or color by any means whatsoever.

Grand Opening Signage is signage allowed for a limit of one week after a Certificate of Occupancy is approved that allows the business to advertise their grand opening with multiple signage described within the ordinance.

Illuminated Sign. A sign designed to give forth artificial light directly or through transparent or translucent material from a source of light within this sign, including, but not limited to, neon and exposed lamp signs, or a sign illuminated by external light directed primarily toward this sign and so shielded that no direct rays from the light are visible elsewhere than on the lot where the illumination occurs. An illuminated sign that indicates only the time, temperature, or date shall not be considered a flashing sign.

Inflatable Sign. Air-filled or gas filled device anchored to a building, or the ground and used for advertising purposes on a temporary basis.

Kiosk Sign. Sign that contains individual panels and that is generally used to provide direction to residential subdivisions from major thoroughfares or to provide direction to schools, amenities, information centers, community facilities and neighborhoods within a residential subdivision.

Monument Sign. A sign having a low profile and made of stone, concrete, metal, routed wood planks or beams, brick or similar material. A monument sign shall be solid from the ground up; any poles or supports shall be concealed.

Movable Sign. A sign that is not permanently affixed to the ground, a building or other stationary structure but that is mounted on a support, which may be moved from place to place and is not larger than three feet wide and four feet high.

Noncombustible Material. Any material that will not ignite at or below a temperature of one thousand two hundred (1,200) degrees Fahrenheit and will not continue to burn or glow at that temperature.

Nonconforming Sign. An advertising structure or sign that was lawfully erected and maintained prior to the adoption of this ordinance, and which has subsequently come under the requirements of this ordinance, but does not now completely comply therewith.

Off-premise Sign. A sign identifying a business, profession, product, service or facility available at a location other than the premises where that sign is located.

On-premise Sign. A sign identifying or advertising a business, person, activity, product or organization available on the premises where the sign is located.

On-site Instructional Sign. A sign that does not contain advertising and is limited to providing directions necessary or convenient for visitors or clients coming on to premises including signs marking entrances and exits, parking areas, loading zones or circulations directions.

Pole Sign. A sign mounted on one or two freestanding poles and having no other support to the ground or to any structure other than the poles

Political Sign. A temporary sign identifying a political candidate, or party.

Projecting Sign. A sign which is affixed to a building or wall and extends beyond the line of such building, wall or beyond the surface of that portion of the building or wall to which it is affixed by more than 16 inches

Real Estate Sign. A temporary on-site accessory sign pertaining to the sale, lease or rental property for the use for which it is legally zoned.

Roof Sign. A sign erected on a roof or signs that project above the highest point of the roofline, parapet, or fascia of the building.

Searchlight Sign. Signs that are used to announce, direct attention to, or advertise businesses.

Sidewalk/Sandwich Sign. A movable sign not secured or attached to the ground or surface upon which it is located.

Sign Alteration. Any change of copy, sign face, color, size, shape, illumination, position, location, construction, or supporting structure of any sign.

Sign Face or Surface. Shall mean the surface of the sign, upon, against, or through which the message is displayed or illustrated on the sign.

Sign Setback. Shall mean a minimum distance as measured from the property line to a vertical plane extended to the ground from the nearest extension of a sign structure, i.e. face of pole or outboard edge of sign structural trim.

Sign Structure trim. Shall mean the molding, battens, cappings, nailing strips, latticing and platforms, which are attached to the sign structure.

Sign. Shall mean and include every sign, name, number, identification, description, announcement, declaration, demonstration, device, display, flag, banner, pennant, illustration, beacon, light or insignia and structure supporting any of the same, affixed directly or indirectly to or upon any building or outdoor structure, or erected or maintained upon a piece of land, which directs attention to an object, product, service, place, activity, person, institution, organization, or business. This includes any building or surface which is colored or patterned specifically to attract attention. The term "sign" shall not include any flag, badge, or insignia or any governmental unit, nor shall it include any item of merchandise normally displayed within a show window of a business.

Subdivision entrance sign. A permanent accessory sign, which identifies a single-family, duplex, or townhouse subdivision and is located on private property at street entrances into the platted subdivision area.

Temporary Portable Sign. A sign that is designed to be easily transportable by trailer on its own wheels and is designed to be displayed while mounted or affixed to the trailer or wheels by which it is transported or may be removed and temporarily attached to the ground.

Temporary Sign. Any sign, banner, pennant, or advertising display intended to be displayed for a limited time period. Easily removed signs attached to windows are considered temporary signs.

Vehicle Sign. For the purpose of this Article, means any automobile, truck, camper, tractor, van, trailer, motorcycle, bicycle or any device capable of being transported and shall be considered a vehicle in both moving and stationary modes irrespective of state of repairs or condition

Wall Sign. A sign mounted flat against and projecting less than 12 inches from, or painted on the wall of, a building or structure with the exposed face of the sign in a plane parallel to the face of the wall. This does not include window signs.

Window Sign. A sign posted, painted, placed, or affixed in or on a window exposed to public view. An interior sign that faces a window exposed to public view and located within three feet of the window is considered a window sign for the purpose of calculating the total area of all window signs.

Site. A combination of continuous lots that may or may not be owned separately, that will be developed under one unified plan, as if it were a single parcel of land.

Site Plan. The development plan for one or more lots on which is shown the existing and proposed conditions of the lot including: topography, vegetation, drainage, flood plain, marshes and waterways; open spaces, walkways, means of ingress and egress, utility services, landscaping, structures and signs, lighting, and screening devices; any other information that reasonably may be required in order that an informed decision can be made by the approving authority.

Social Service Provider. A facility that provides assistance to persons with limited ability for self-care but for whom medical care is not a major element.

Space. A plot of ground within a mobile home or recreational vehicle park designated for the accommodation of one mobile home or one recreational vehicle, together with such open space as required by this chapter.

Specimen and Historic, Champion, and Heritage Trees. As defined by the American National Standards Institute.

Storage. The accumulation, stocking, or depositing of materials or items. These may include materials for the eventual use or sale in a commercial enterprise; but does not include the storing of a personal car or truck on an individual residential lot.

Storage Building. Any building either portable or constructed on site, utilized for storage purposes, and not requiring plumbing and electrical wiring, and not used for residential purposes.

Story. That part of a building included between the surface of one floor and the surface of the floor next above, or, if there be no floor above, that part of the building which is above the surface of a floor and the ceiling next above. A top story attic is a half-story, when the main line of the eaves is not above the middle of the interior height of such story. The first story is a full story when over fifty percent of its exterior walls are exposed to outside light and air entirely above grade and which exterior walls contain windows or doors permitting entrance of daylight and outside air.

Street. A public or approved private thoroughfare which affords the principal means of access to abutting property, excluding alleys, and as defined in the City's Thoroughfare Plan.

Street Line. The dividing line between the street right-of-way and the abutting property.

Street Yard. The area between the building and a street.

Structure. Anything constructed or erected, which requires location on the ground, or attached to something having a location on the ground; including, but not limited to, signs, and excluding utility poles, fences and retaining walls.

Structural Alterations. Any alteration involving a change in or addition to the supporting members of a building, such as bearing walls, columns, beams or girders.

Subdivision. The division of a lot, tract or parcel of land into two or more lots, tracts, parcels or other divisions of land for sale, development or lease.

SUP. A Specific Use Permit.

Temporary Waiver. An Exception which is granted for a limited period of time.

Townhouse. A single-family dwelling unit constructed in a series, or a group of units having common walls, each on a separate lot.

Travel Trailers. Any vehicular, portable structure designed as a temporary dwelling for travel, recreational and vacation uses, and includes folding, hardtop campers transported behind a motor vehicle, truck mounted campers attached to and transported behind a motor vehicle or pickup, camper, converted bus, tent trailer, tent or similar device used for temporary, portable housing, or a similar type of temporary dwelling intended for short term occupancy, travel, and/or recreation.

Trucking Company/Motor Freight Company. A company using trucks or other heavy load vehicles to transport residential or commercial goods, equipment or similar products.

Used Merchandise Store (also "Resale Shop" or "Thrift Store" or "Consignment Shop") An establishment that generally markets common, contemporary used household goods, clothing or furnishings on a straight "for sale" basis or on a consignment basis. This term includes a used merchandise store that is operated by a non-profit, charitable or religious organization.

Variance. Relief from or variation of the provisions of these regulations, other than Use Regulations, as applied to a specific piece of property, as distinct from an Exception or rezoning, as set out in powers and duties of the Board of Adjustment. (See "Temporary Waiver" and "Exception")

Veterinary Clinic. An establishment where animals and pets are admitted for examination and medical treatment and boarding of animals is limited to short term care incidental and subordinate to the clinic use.

Visibility Triangle. An area where structures and landscaping is limited in order to preserve easy visibility between on-coming vehicles at an intersection. Visibility Triangles are defined in Article 14.800, Public Right-of-Way Visibility.

Wall, Exterior. Any wall or element of a wall, or any member or group of members, which defines the exterior boundaries or courts of a building and which has a slope of 60 degrees or greater with the horizontal plane.

Wholesale. The sale of commodities for the purpose of resale, as to retailers or jobbers rather than to consumers directly; opposed to retail. Of, pertaining to, or engaged in sale at wholesale.

Xeriscape. Landscaping characterized by the use of vegetation that is drought-tolerant or of low water use in character.

Zero Lot Line House. A single family detached residential dwelling unit with one side wall coincident with the side lot line and a 5 foot maintenance easement coincident with the opposite side lot line."

SECTION 3. If any section, article paragraph, sentence, clause, phrase or word in this ordinance, or application thereto any persons or circumstances is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance; and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 4. That all provisions of the Ordinances of the City of Lancaster, Texas, in conflict with the provisions of this ordinance be, and the same are hereby amended, repealed, and

all other provisions of the Ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 5. An offense committed before the effective date of this Ordinance is governed by prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 6. Any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court of the City of Lancaster, Texas, shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense. Every day a violation occurs shall constitute a separate offense.

SECTION 7. This Ordinance shall become effective from and after its date of passage in accordance with law.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 10th day of August 2009.

APPROVED:




Marcus E. Knight, Mayor

ATTEST:



Dolle K. Shane, City Secretary

APPROVED AS TO FORM:



Robert E. Hager, City Attorney

Sec. 14.1211 Illegal and Nonconforming Signs

(a) **Illegal Signs.** An illegal sign is any sign that meets any of the following criteria:

- (1) A sign erected without first obtaining a permit and complying with all regulations in effect at the time of its construction or use;
- (2) A sign that was legally erected but whose use has ceased because the business it identifies is no longer conducted on the premises;
- (3) A nonconforming sign for which the amortization period has expired;
- (4) A sign that was legally erected but which later became nonconforming and then was damaged to the extent of 50 percent or more of its current replacement value;
- (5) A sign that is a danger to the public or is unsafe; or
- (6) A sign that pertains to a specific event that has not been removed within five days after the occurrence of the event.

(b) **Retention of Non-conforming Signs.** Non-conforming signs, except as otherwise provided by this ordinance, may be continued subject to the following limitations:

- (1) The owner of a non-conforming sign, upon receipt of a notice of non-conformity, may register the sign with the City as an existing, non-conforming sign.
- (2) Registered, non-conforming signs may be maintained and repaired with like materials and the sign message may be changed, provided that there is no extension, enlargement, change in location, or structural modification to any non-conforming aspects of the sign.
- (3) When a non-conforming sign is demolished or damaged to the extent that the cost of repairing the sign is more than 60 percent of the cost of erecting a new sign of the same type at the same location, such sign shall be eliminated or made to conform to the current sign regulations.

(c) **Removal of Non-conforming Signs.** The following non-conforming signs shall be eliminated or made to conform to the current sign regulations within 30 days of the receipt of a notice of non-conformity. Signs subject to this Section are those whose characteristics constitute a public safety hazard.

- (1) Signs that violate the sight triangle provision.
- (2) Signs using the words "stop", "slow", "caution", "danger" or any other word, phrase, symbol or character in such a manner as is reasonably likely to be confused with traffic, directional and regulatory signs.
- (3) Signs erected so that by their location, color, nature or message are likely to be confused with or obstruct the view of traffic signals or signs, or is likely to be confused with the warning lights or an emergency or public safety vehicle.
- (4) Strings of lights not permanently mounted to a rigid background, except those exempt under *Section 14.1201(d) Exempted Signs*.
- (5) Signs affixed to trees or utility poles.
- (6) Temporary and portable signs, except those provisionally exempt signs listed in *Section 14.1201(d) Exempted Signs*, which violate building code provisions for wind loading, structural stability, electrical wiring or other code provisions.

(d) **Removal of Illegal and Dangerous Signs.** Except as otherwise provided by this ordinance or by law, the Building Official shall cause the removal of:

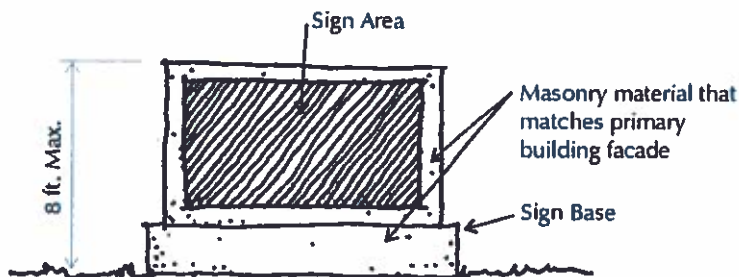
- (1) Any sign constructed, erected or placed in violation of the provisions of this or prior ordinances;
 - (2) Any sign expressly prohibited by *Section 14.1201(a) Prohibited Signs*;
 - (3) Any sign that represents a clear and present danger to the health or safety of the public due to its structural condition.
- (c) Other Signs Forfeited. Any sign installed or placed on public property, except in conformance with the requirements of this Section, shall be forfeited to the public and subject to confiscation. In addition to other remedies hereunder, the city shall have the right to recover from the owner or person placing such a sign the full costs of removal and disposal of such sign.

Sec. 14.1212 Administration and Permits

(a) Principles of Sign Computations. The following principles shall control the computation of sign area and sign height.

(1) Computation of Area of Individual Signs

- A. The area of a sign shall be computed as the entire advertising area of the sign, including any framing or trim, contained within the respective sign cabinet. For the purposes of this computation the sign cabinet shall be defined as the structure or border used to differentiate a sign face from the structure against which a sign face is placed.
- B. Where a sign consists of individual letters, words or symbols attached to a surface, building, canopy, awning or wall and all such elements are located in the same plane, the sign area shall be the area of the smallest rectangle which completely encompasses all such letters, words or symbols and any accompanying background of a color different than the natural color of the wall.
- C. The permitted area for all monument signs shall not include the sign base or sign structure. In no case shall the overall sign structure, including the base, exceed the maximum allowed height nor the maximum allowed sign area. In no case shall the sign face of a monument sign exceed 50% of the overall sign structure.



- (2) Computation of Area of Multi-faced Signs. The sign area for a sign with more than one face shall be computed by adding together the area of all sign faces visible from any one point. When two identical sign faces are placed back to back, so that both faces cannot be viewed from any point at the same time, and when such sign faces are substantially similar, and when such sign faces are part of the same sign structure the sign area shall be computed by the measurement of one of the faces.
- (3) Computation of Height. The height of a sign shall be computed as the mean distance from the base(s) of the sign at normal grade to the top of the highest attached component of the sign.

LANCASTER CITY COUNCIL

City Council Regular Meeting

6.

Meeting Date: 10/09/2017

Policy Statement: This request supports the City Council 2017-2018 Policy Agenda.

Goal(s): Healthy, Safe & Engaged Community

Submitted by: Rona Stringfellow, Assistant City Manager

Agenda Caption:

Consider a resolution amending the 2014 City of Lancaster Public Improvement District (PID) Policy.

Background:

City Council approved the City of Lancaster Public Improvement District (PID) Policy by Resolution No. 2014-04-33 on April 21, 2014. The policy included a section on PID Advisory Board Elections; Board Terms – members will serve staggered one (1) year terms. Odd numbered seats will be elected in odd numbered years and even numbered seats will be elected in even years. The staggered one (1) year terms should read staggered two (2) year terms. Staff is proposing to amend the policy to read staggered two (2) year terms. Odd numbered seats will be elected in odd numbered years and even numbered seats will be elected in even years. Additionally, Council changed the Boards and Commissions elections to December of each year therefore, the PID Board appointments/confirmations by the City Council will be approved during the same time period.

Operational Considerations:

Amend the Board Terms – members will serve staggered two (2) year terms. Odd numbered seats will be elected in odd numbered years and even numbered seats will be elected in even years.

Legal Considerations:

The proposed policy amendment has been reviewed and approved 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.

Recommendation:

Staff recommends approval of the amendment to the PID Policy.

Attachments

Resolution

Exhibit A

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING AMENDMENTS TO THE 2014 PUBLIC IMPROVEMENT DISTRICT POLICY; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Mayor and City Council of the City of Lancaster support Lancaster neighborhoods in the creation of Public Improvement Districts throughout the city to strengthen and connect neighborhoods; and

WHEREAS, Texas Local Government Code, Chapter 372 allows for the creation of Public Improvement Districts; and

WHEREAS, the City of Lancaster recognizes that Public Improvement Districts are valuable tools which neighborhoods use to enhance the maintenance of public property beyond the level normally provided by the City.

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

SECTION 1. The City Council hereby adopts the Public Improvement District policy with amendments, 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 judgement 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 this the 9th day of October, 2017.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

CITY OF LANCASTER PUBLIC IMPROVEMENT DISTRICT POLICY

PURPOSE

A Public Improvement District (PID) is a tax assessment area established to provide for the maintenance and enhancement of public improvements and services in the area. Assessments are generally based on the appraised values of real property within the area and/or the cost of improvement(s). A PID can encompass and serve both residential and commercial property. Cities are authorized to create PID's under Chapter 372 of the Texas Local Government Code.

The City of Lancaster recognizes that PID's are valuable tools which neighborhoods use to enhance the maintenance of public property beyond the level normally provided by the City. It is the intent of the city to allow direct management control of PID operations by bodies consisting of PID property owners. However, PID bodies serve advisory functions, and all final decisions are made by the governing body of the PID, the City Council. Section 372.002 of the Texas Local Government Code, Exercise of Powers, states that "Powers granted under this subchapter may be exercised by a municipality or county in which the governing body of the municipality or county initiates or receives a petition requesting the establishment of a public improvement district. A petition must comply with the requirements of Section 372.005."

PID ESTABLISHMENT

The City Council must approve all petitions requesting establishment of public improvement districts. Land included in the PID must be contiguous.

A PID may be created at any time; however, to be assessed in October following PID creation, the required number of petition signatures must be turned in to the City by July 1st. Establishment shall be in accordance with Chapter 372 of Texas Local Government Code.

The key indicator that distinguishes an existing neighborhood or business district from a new development is whether the majority of lot ownership is held by the developer or by the residents. All PID's must comply with the details of the approved resolution that established the PID. Public Improvement Districts are prohibited from enforcing Homeowners Association Deed Restrictions. PID's are likewise prohibited from expenditures of public monies advertising or promoting a developer's sales.

Advisory Board Membership

PID Board members will comply with all laws, policies, and procedures set by:

- Chapter 372 of the Texas Local Government Code.
- The City of Lancaster
- The City of Lancaster Code of Ordinances
- The Texas Open Meetings Act
- The City of Lancaster Public Improvement District Policy
- The Bylaws of the Public Improvement District

If any Advisory Board member intentionally violates any of these laws, policies, or procedures, the City may remove the member from the Advisory Board and appoint a replacement.

Existing Neighborhood or Existing Business District

Individuals interested in establishing a PID should determine the support of their community and present a petition including a conceptual plan of improvements to the City Manager's Office which includes at least:

- Proposed district boundaries
- Estimated costs associated with the improvements and maintenance
- The general nature of the proposed improvements or maintenance program
- Consideration of future replacement of capital improvements, i.e. fences
- Classes of property which will be subject to or exempt from assessment and the proposed method of assessment
- A core committee of interested individuals (names, addresses and phone numbers) willing to serve as the initial PID Advisory Board
- That the persons signing the petition request or concur with the establishment of the PID

The City Manager's Office will coordinate with any neighborhood or organized group interested in establishing a PID.

After initial review, the city will determine whether sufficient support and documentation has been provided. If accepted, the city will then prepare the final application packet.

The final application packet must include an assessment plan apportioning the cost of the improvement plan to be assessed:

- An estimated assessment rate is applied to the expected appraised value of property to sufficiently fund a budget. The budget should provide adequate funds for the following:
 - Annual routine maintenance of improvements
 - Reserves to fund long term major maintenance and replacement of improvements
 - Associated out-of-pocket administrative costs
- The Advisory Board will recommend specific improvements, oversee the annual service plan and long-term plans, and manage related contracts and services.
- A Petition - The petition is sufficient if signed by:
 - Owners of taxable real property representing more than 50% of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located; and
 - Record owners of real property liable for assessment under the proposal who:
- Constitute more than 50% of all record owners of property that is liable for assessment under the proposal; or
- Own taxable real property that constitutes more than 50% of the area of all taxable real property that is liable for assessment under the proposal.

Maintenance and Improvements

PID assessments may only be used to serve, maintain or improve public property and may not be used to benefit or enhance private property. Listed below are services and improvements which Lancaster PID's may provide or maintain. Other improvements allowed by the statute will be reviewed and considered individually by the city.

- Landscaping and irrigation
- Right-of-way, median, and other open space maintenance, such as residential detention ponds
- Perimeter fencing
- Entry features
- Fountains
- Distinctive lighting
- Distinctive signs
- Art or decorations
- Sidewalks
- Parks
- Special supplemental services for improvement and promotion of the district including public safety, security, business recruitment, development, recreation, and cultural enhancement
- Payment of necessary expenses incurred in the establishment, administration, and operation of the district

Listed below are services and improvements which Lancaster PID's may not provide or maintain:

- Construction, improvement, or maintenance of privately owned facilities or land including that owned by a Home Owners' Association (HOA)
- Purely social activities
- Travel expenses
- Advertisement or promotion intended to sell property or newly constructed private property within PID area

PID ADVISORY BOARD ELECTIONS

After receiving a petition that complies with this policy and Texas Local Government Code, section 372.005, the Lancaster City Council will appoint an Advisory Body with the responsibility of developing and recommending an improvement plan to the City Council.

- Council will appoint an Advisory Board according to the nomination plan developed by the PID residents in their initial petition.
- New Advisory Board members shall be nominated annually, either by themselves or another property owner within the PID.
- Selection and ratification by City Council will be moved to December of each year.
- Board Composition – Each PID must have at least three (3) members, but not more than seven (7), and shall satisfy the requirements of Section 372.008 (b) Local Government.
- Board Terms – members will serve staggered 2 year terms¹. Odd numbered seats will be elected in odd numbered years and even numbered seats will be elected in even years.

¹ Specified seats will serve an initial two year term when a new PID is established.

- Currently established PID's will begin staggering seats in the current year by selecting three of its members to hold their seats for an additional year.
- Board Election – Board elections must occur annually. Please see this policy for specific board election procedures that must be followed by all established PID's.
- All Election meetings must be published publically (ex: neighborhood signs, city's website, etc.).

Board Responsibilities and Planning

The Advisory Board will hold work session from time to time to discuss maintenance and improvement projects. Work sessions will be open to the public. Notification to the community of the time, place, and topics to be considered will be provided via the city website and area signage. Work sessions are not to be considered public meetings or hearings and general comments from persons not serving on the Advisory Board are not solicited.

Meetings

Each PID is required to hold one homeowner meeting each year that is open to the public comment. The annual meeting will finalize projects for the five year service plan, district tax assessment rates, and the upcoming budget. The PID will provide notice of the meeting to all PID property owners. The advisory board may schedule other meetings as required and will notify the City of Lancaster of their time and location at least 72 hours in advance. The City will assist in publication of notice and posted agenda regarding such meetings. The PID advisory board will request the meetings be posted on the City website; in addition to this, the PID advisory board may advertise the meetings. The public is permitted and encouraged to speak at the annual meeting. The Board will provide forms to record the names and addresses of persons speaking and to record support for or opposition to the Advisory Board's plans. Minutes of the public meeting with such comments will be attached to the approved proposal sent to the city council. Final recommendations regarding the five year plan and tax rate are the responsibility of the Advisory Board.

Operations

Improvements and maintenance authorized by PIDs are supplemental to the general operations of the city and shall be paid entirely from district assessments.

Contracts

The PID advisory board shall pursue annual contracts for maintenance, repair, and construction services where possible.

Contracts will be negotiated by the PID advisory board.
Contracts will be approved by the PID advisory board

The PID advisory board must ensure that its contractors provide appropriate liability and other insurance.

Insurance

The PID advisory boards will acquire general liability, automobile liability, and errors and omissions insurance, such coverage to be paid for from PID assessments. Property insurance for valuable assets is optional and to be paid for from PID assessments.

The PID advisory board should consult its insurance advisor /agent on the appropriate levels of insurance. PIDs may obtain insurance through the Texas Municipal League (TML) at government rates or purchase it from a private carrier. If PIDs decide to pursue insurance coverage via the Texas Municipal League, it must do so independently of the City of Lancaster. The City of Lancaster will not allow umbrella coverage under its TML policy for any PIDs.

Security - If any PID hires additional security, the security service must provide proof of adequate insurance, or the PID may hire off-duty police officers. If any PID hires additional security, the Police Department will be notified prior to engaging the security service.

New Development

All new residential developments shall have either a PID or an HOA (or both). State law requires notification to homebuyers before purchasing the property acknowledging that they will pay PID assessments with their property taxes. Developers interested in establishing a PID should present a petition including a conceptual plan of improvements to the city Planning Director before construction begins. The PID petition must be submitted for City Council approval before the final plat is filed. The plan must include at least:

- Proposed district boundaries
- Estimated costs associated with the improvements and maintenance
- The general nature of the proposed improvements or maintenance program
- Consideration of future replacement of capital improvements, i.e. fences
- Classes of property which will be subject to or exempt from assessment and the proposed method of assessment
- The proposed apportionment of costs between the PID and the municipality as a whole (the transfer)
- How the PID will be managed
- An advisory board to develop and recommend an improvement plan to the governing body of the municipality at least half of whose members shall be resident of the development.
- That the persons signing the petition request or concur with the establishment of the PID
- A plan for turning the PID over to the residents when the developer has finished the residential development. The plan should include an approximate date for giving control to the residents and the specific triggers for giving control to an advisory body, such as 50% of development. The developer will be responsible for: scheduling a meeting with residents; informing the residents of the purpose, date, time, and location of the meeting; attending this meeting with the residents; explaining how the PID works; helping residents

to nominate an advisory body; and turning over to the new advisory body a detailed accounting of prior expenditures.

A city task force consisting of representatives from the following departments will review the initial submittal: Planning, City Attorney, Finance, and Parks and Recreation. The City Manager's Office will take the lead in the review process and will handle administrative tasks.

If the developer intends an HOA for early phases of development, to be phased out and replaced by PID structures later, the plan must propose detailed benchmarks for the transition timeline, occupancy rates, and property /ownership transfers.

After initial review, the city task force will determine whether sufficient support and documentation has been provided. If accepted, the PID committee will then prepare the final application packet in a format provided by the city. If city reviewers find that sufficient information available, the applicants must be provided a detailed critique allowing amendments and corrections to the application to be made in a timely fashion.

The final application packet must include an assessment plan apportioning the cost of the improvement plan to be assessed; including:

- If applicable, a description of the division of PID and HOA responsibilities and the relationship between PID fees and HOA dues.
- An estimated assessment rate to be applied to the expected appraised value of property in order to sufficiently fund a budget. The budget should provide adequate funds for the following:
 - Annual routine maintenance of improvements
 - Reserves to fund long term major maintenance and replacement of improvements
 - Associated city out-of-pocket administrative costs
- Description of procedures for the nomination of an Advisory Body. The Advisory Body will recommend specific improvements, oversee the annual budget and long-term plans, and manage related contracts and services.
- A petition. The petition must be signed by the landowners and approved by the city council before construction begins. The petition is sufficient if signed by:
 - Owners of taxable real property representing more than 50% of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located; and
 - Record owners of real property liable for assessment under the proposal who:
- Constitute more than 50% of all record owners of property that is liable for assessment under the proposal; or
- Own taxable real property that constitutes more than 50% of the area of all taxable real property that is liable for assessment under the proposal.
- Other documentation requested by the city.

PID ADVISORY BOARD RESPONSIBILITIES

- **Management** - Management of a PID is the responsibility of the PID advisory board. If the district fails to appoint an advisory board but wishes to continue the PID assessments and

maintenance, the city will maintain the district through a contract with a property management company with all expenses to be paid from PID assessments.

- **Bylaws** - Each PID must adopt bylaws. Specifically, the board may recommend:
 - The number of members, with a minimum of 3 and a maximum of 7 composition must comply with 372.008 Local Government Code
 - The number of regular meetings, with a minimum of one (1) per year.

The City staff will assist in the developing, and review each PID's bylaws before they are adopted. The City Council must vote to approve the bylaws to give them force. The PID advisory boards may amend the bylaws as necessary, and all amendments must be approved by the City Council.

PID Relationship to City after PID is created

- **Training** - The City will hold an annual training after the election of new PID officers. The training will be designed to educate new and existing PID officers of the laws, policies, and practices that govern PID's in the City of Lancaster.
- **Budgeting** - The City will give a crash course in PID budgeting at the annual training and again prior to budget development.
- **Fees and permits** – PID's are required to pay the same fees and obtain the same permits as would be required of any person or persons of the city. PID's will pay for water utilities through the interdepartmental billing system.

PID's must pay for:

- Meter fees
- Tap fees
- Collection cost for the PID assessment

Assessment Rate Increase

If a PID requests an assessment rate increase following annual review of its service plan, the PID must hold at least one additional homeowner meeting within the month before the assessment hearing to announce the increase, provide budget information, and answer questions. The PID may hold additional homeowner meetings as needed. No PID is allowed to increase its assessment rate more than 25% in one year budget year.

PID Relationship to City after PID is created

- **Fees and Permits - Developers forming PID's** for new developments are required to pay any fees and obtain the permits which may be necessary for the development, including but not limited to:
 - Meter fees
 - Tap fees (if the work is done by the city)
 - Security deposits
 - Impact fees
 - Inspection fees
 - Permits as required
 - Other City fees as required

- **Monthly Invoice/Expense Submission and Reimbursement Process** - All PIDs will be required to submit invoices monthly to the city for review and reimbursement and/or payment through PID accounts for annual service plan expenditures. Should expenses exceed the funds allocated within the annual service plan, the PID shall adhere to the City of Lancaster Budget Adjustment Process to obtain Council approval for changes.

Expansion of a PID

- Expansion of an established PID requires that a written petition of the owners of the property to be added to the PID be submitted to the established PID advisory body, which shall form the petition to City Council for consideration. For an expansion, there is no minimum number of parcels, and land annexed into the PID must be contiguous to the existing PID. The City Council will not unilaterally take action without first conducting a fiscal impact analysis and obtaining PID boards' input. If the subject property is contiguous to an existing PID and neither area has outstanding debt, it will be annexed into the existing PID after consideration and approval by the City Council.

The petition shall include:

- Formal request to be annexed into PID including petition of owner of property to be added to PIDs (meeting Section 372.005 of state statute) if more than a single owner.
- Fully completed exhibit which contains the name of each parcel owner, the parcel legal description (subdivision name, lot, block, etc.) and the tax account number for each parcel.
- Description of property including boundaries, name of subdivision or property, boundary map, and site plan.
- Description and scaled site plan of proposed improvements including landscape plan, landscape irrigation plan, signage, etc.

If the expansion is a new development, the petition shall include:

- Letter of commitment that developer/property owner shall maintain improvements for a period of two years after annexation into improvement district.
- Commitment that developer/property owner shall pay any costs associated with annexation.

- **Fees and Permits - New developments joining existing PID's** are required to pay any necessary fees and permits, including but not limited to:
 - Meter fees
 - Tap fees (if the work is done by the City)
 - Security deposits
 - Impact fees
 - Inspection fees
 - Permits as required
 - Other City fees as required

PID STAKEHOLDER GROUPS AND RESPONSIBILITIES

PID stakeholder groups include

- City Council
- City staff

- PID advisory boards
- PID property owners
- PID contractors (only during initial construction and development phases; of less than 50% owner occupancy)

City Council Responsibilities

PID boards serve advisory functions, and all final decisions are made by the governing body of the PID. The City Council approves the annual 5-year service plan, and assessment rate and roll.

City and City Staff Responsibilities

- **Collections** - Dallas County will collect current and delinquent PID assessments. Current collection costs will be reimbursed from PID assessments. In the case of a PID dissolution, PID assessments will continue until any and all debt obligations of the PID are paid in full.
- **Public Notices** - The city will coordinate annual PID roll review and distribution of public notices and communications for the annual public hearing to adopt the assessment roll and assessment rate, and service plan and to appoint the advisory board.
- **Expenditures** - The city will review PID expenditures and process payments.
- **Reporting** - The city will account for each PID's assets, revenues, and expenses separately and reports will be provided to the PID advisory boards regularly. PID records are open to the public.
- **Contracts** - The PID advisory board shall pursue annual contracts for maintenance, repair, and construction services where possible.
 - The PID advisory board will negotiate contracts.
 - Contracts will be approved by the PID advisory board

The PID advisory board must ensure that its contractors provide appropriate liability and other insurance. Day-to-day responsibilities may be provided by contract management paid for from PID assessments.

- **Support** - The city will provide support to the PID boards as needed and will orient new PID advisory board members to the role and responsibilities of the PID as needed, and during the annual PID Officer training.

PID Policy Updates

- The PID Policy Committee will consider any proposed revisions to the PID policy.
- PID advisory boards will then be notified of the proposed revisions.
- The PID Policy Committee will consider advisory boards' comments.
- The City Council will conduct a hearing to approve the policy.

- The Policy Committee will establish “a review and revision process” that considers and, if necessary, updates this policy at least once annually.

CITY LIABILITY

The PIDs and PID advisory board, performing the tasks of the PID that are authorized or mandated by the City, are authorized by the City to perform those tasks, and to the extent possible, are afforded the appropriate rights and protections of other City volunteers if they act strictly in accordance with city policies and procedures. PID advisory board members must obtain the advice of experts.

A PID proposing to install any sign or structure in a median must have City Council approval **before any costs are incurred**, and the following must be agreed to by the PID as a condition of approval by City Council:

- The PID will assume responsibility for third party liability for any and all claims or suits for damage to any persons or property, including that property purchased, installed, operated, and maintained by the PID, arising out of or in connection with, directly or indirectly, the construction, maintenance, occupancy, use, existence or location of said uses granted hereunder, whether or not caused, in whole or in part, by alleged negligence of officers, agents, servants employees, contractors, subcontractors, licensees, or invitees of the PID. The PID maintains rights, at the option of the PID, to repair, replace, or to remove, any property installed, operated, and maintained by the PID. The PID will assume responsibility for any and all claims or suits for personal injury, including death, to any and all persons, of whatsoever kind or character, arising out of or in connection with, directly or indirectly, the construction, maintenance, occupancy, use, existence or location of said uses granted hereunder, whether or not caused, in whole or in part, by alleged negligence of officers, agents, servants employees, contractors, subcontractors, licensees or invitees of the PID. The PID will assume responsibility for any and all injury or property damage arising out of or in connection with any and all acts or omissions of the PID, its officers, agents, servants, employees, contractors, subcontractors, licensees, invitees, or trespassers.

I have read and understand this policy.

Signature

Date

LANCASTER CITY COUNCIL

City Council Regular Meeting

7.

Meeting Date: 10/09/2017

Policy Statement: This request supports the City Council 2017-2018 Policy Agenda

Goal(s): Quality Development

Submitted by: Bester Munyaradzi, Senior Planner

Agenda Caption:

Z17-05 Conduct a Public Hearing and consider approval of a Specific Use Permit for Auto Repair Garage, Minor (oil change) located on the north side of Stanford Drive and approximately 186 feet west of North Dallas Avenue and contains approximately 0.7 acres of land. It is specifically addressed as 2613 N. Dallas Avenue in the City of Lancaster, Dallas County, Texas.

Background:

1. **Location and Size:** The property is located on the north side of Stanford Drive and approximately 186 feet west of North Dallas Avenue and contains approximately 0.7 acres of land.
2. **Current Zoning:** The subject property is currently zoned R, Retail.
3. **Adjacent Properties:**
 - North: R, Retail (vacant)
 - South: R, Retail (Hand Car Wash)
 - East: R, Retail (vacant)
 - West: R, Retail (vacant)
4. **Comprehensive Plan Compatibility:** The Comprehensive Plan identifies this site as suitable for Suburban Mixed-Use. The proposal is not consistent with the Comprehensive Plan.

Operational Considerations:

At the September 25, 2017 Regular Meeting, the City Council tabled zoning Case No. Z17-05 to the October 9, 2017 City Council Regular Meeting due to lack of super-majority which is required to approve an SUP that the Planning & Zoning Commission recommended for denial.

This is a request for a Specific Use Permit (SUP) for Auto Repair Garage, Minor - oil change facility. The proposed oil change facility will be located on the north side of Stanford Drive and approximately 186 feet west of North Dallas Avenue. The land use of Auto repair garage, minor requires a SUP.

An SUP is required for any use identified in the Land Use Table as requiring one and for uses with standards where the standards are not being met, unless otherwise set out. The Planning and Zoning Commission, in considering and determining its recommendation to the City Council on any request for an SUP may require site plans, additional information, operating data and expert evaluation concerning the location, function and characteristics of any building or use proposed. The City Council may, in the interest of public welfare and to assure compliance, establish conditions of operation, location, arrangement and construction of any use for which an SUP is authorized.

In authorizing the location of any of the uses listed as requiring an SUP's, the City Council may impose such development standards and safeguards such as important to the welfare and protection of adjacent property from excessive noise, vibration, dust, smoke, fumes, gas, odor, explosion, glare, offensive view or other undesirable or hazardous conditions. The Planning and Zoning Commission and/or City Council may enforce additional restrictions or stipulations as the facts and circumstances of each case may warrant.

The site plan shows five (5) oil change service bays. The oil change facility is screened with Chinese pistache and ornamental trees. The applicant is proposing to install perennial trees such as autumn sage, large laceback elm trees, a wide variety of shrubs, ground covers and grass to minimize the impact of the oil change facility to the adjacent properties and streets.

Hours of operation will be limited to 6:00 a.m. to 6:00 p.m., Central Standard Time.

Comprehensive Plan Compatibility and City Council Vision:

The Comprehensive Plan identifies this site as suitable for Suburban Mixed-Use. The Comprehensive Plan states that "Mixed-use neighborhoods will offer Lancaster residents the ability to live, work and play in the same location. These neighborhoods will offer a mix of housing types and residential densities ranging from single-family attached units to urban residential structures within walking distance of the goods and services required for daily living. They will include both vertically and horizontally integrated mixed-use buildings in a highly walkable environment".

Primary land uses envisioned in Suburban Mixed Use are retail, restaurants, townhomes, urban residential, senior housing, professional office and live/work/shop units. Secondary land uses include civic and institutional uses, parks and community buildings.

While retail zoning allow minor auto repair garage (which includes oil change) with Specific Use Permit (SUP), the description, the stated primary and secondary land uses given above in addition to the attached precedent photos from the Comprehensive Plan do not show any use that is close to an oil change facility in this location. Therefore staff recommends denial of the SUP request for an oil change facility as it is not consistent with the Comprehensive Plan and the vision for this area.

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 August 23, 2017, a notice for this public hearing appeared in the Focus Daily Newspaper. Staff also mailed notifications of this public hearing to all of the 7 property owners that are within 200-feet of the subject site. No letters in support or opposition were received.

Options/Alternatives:

1. Approve the request.
2. Deny the request.

Recommendation:

On September 5, 2017, the P&Z Commission recommended denial of the rezoning request. Since the P&Z recommended denial of the rezoning request, it will require a super-majority (6 of the 7 members of Council) to approve the request. Staff concurs with the P&Z recommendation for denial.

Attachments:

Location Map

Letter of Intent

Site Plan

Facades

Landscape Plan

Comprehensive Plan Excerpt

P&Z Draft Minutes



- Parcels
- Subject Area
- Notification Parcels
- 200' Notification Area

0 100 200 400 Feet

City of Lancaster
2613 N Dallas Ave
200' Notification Area

CITY Of Lancaster

700 E Main Street

Lancaster, Texas 75146

Re: Letter Of Intent

To Whom It May Concern

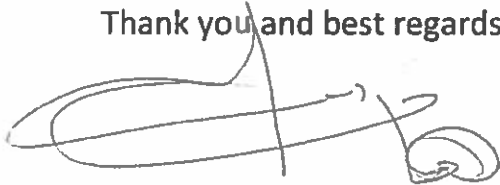
Please let this letter serve as our intent to build a Lube and change oil center DBA Oasis Lube and Oil on North Dallas Avenue.

Our center will be built with state of the art equipment and building material to meet or exceed City of Lancaster standards and will conserve energy

Our working hours will be from 8:00 AM until 6:00 Pm , please see Attached site plans, we also respectfully waiting for the SUP results.

We appreciate your consideration in advance, and we look forward to growing with the city of Lancaster.

Thank you and best regards

A handwritten signature in black ink, appearing to read 'Hani ElKady', with a large, stylized flourish at the end.

Hani ElKady

Representative of owner and general contractor

3120 Ashwood Ct.

Richardson, Texas 75082

SITE DATA SUMMARY LOT 3	
ESTIMATED REGULATORY BALANCE & LOT 3 AREA	EST. 201403 RETAIL SALES
RETAIL SALES	37178.31 (SALES/AC)
RETAIL SALES/AC	1746.32/AC
LOT 3 20140321	27.4%
ANALOG REGIONAL RETAIL	37178.31
ANALOG REGIONAL RETAIL	36.64/AC
ANALOG REGIONAL RETAIL	1746.32/AC
ANALOG REGIONAL RETAIL	1746.32/AC

[illegible]

OWENS
OWENS CORNING FIBERGLASS
2025 N. DULLES AV.
LAWSONVILLE, TN 37134
PH: 499 471 8600
advertising@owenscorning.com

C&I Engineering
Dennis & Mchale, Inc.
PO Box 179
P.O. Box 179, Waco, TX 76788
PH: 877 535 1115

Appl. Leant
TAMARA GRIFFIN, LLC
10000 W. 10TH AVE.
ROCKHAVEN, TX 75082
PH: 214 717 7172
info@leant.com

**Advanced
INTERFACIALS Corp.**
24103 Lee Rd., Suite 204
Crestview, TX 77118
PH: 409 471 8600
info@interfacials.com

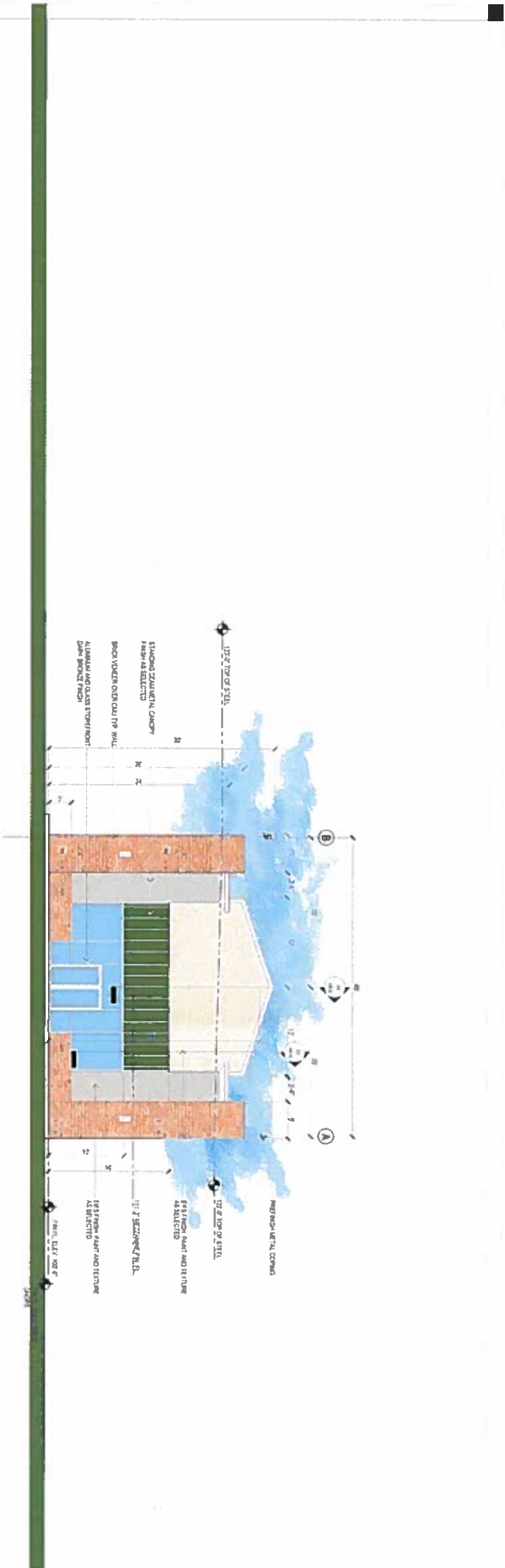
—57— SITE PLAN
CEDAR SHELL ADDITION
LOTS 3 & 4, BLOCK A
1.291 AC
(56.123 sq ft)
RETAIL ZONING
ABSTRACT # 8174 PLAT # MINOR PLAT
DALLAS, DALLAS COUNTY, TX

[illegible]

Issue Date: 24.12.2017
 Issue by: Person:1
 Issue by: Company name:
SITE PLAN

ASP1.0

LANCASTER PLAZA MIX USE DEVELOPMENT
2607 N. DALLAS AV.
LANCASTER, TEXAS.



FACADE ELEVATIONS PLAN

CEDAR SHELL ADDITION
LOTS 3 & 4, BLOCK A
23,783 SF (0.546 AC) LOT 3 AREA
32,539 SF (0.747 AC) LOT 4 AREA
RETAIL ZONING

OWNER:
ABBAS FAWAS
2625 N. DALLAS AV.
LANCASTER, TX. 75134
PH. 469.471.8660
abbasfawas506@gmail.com

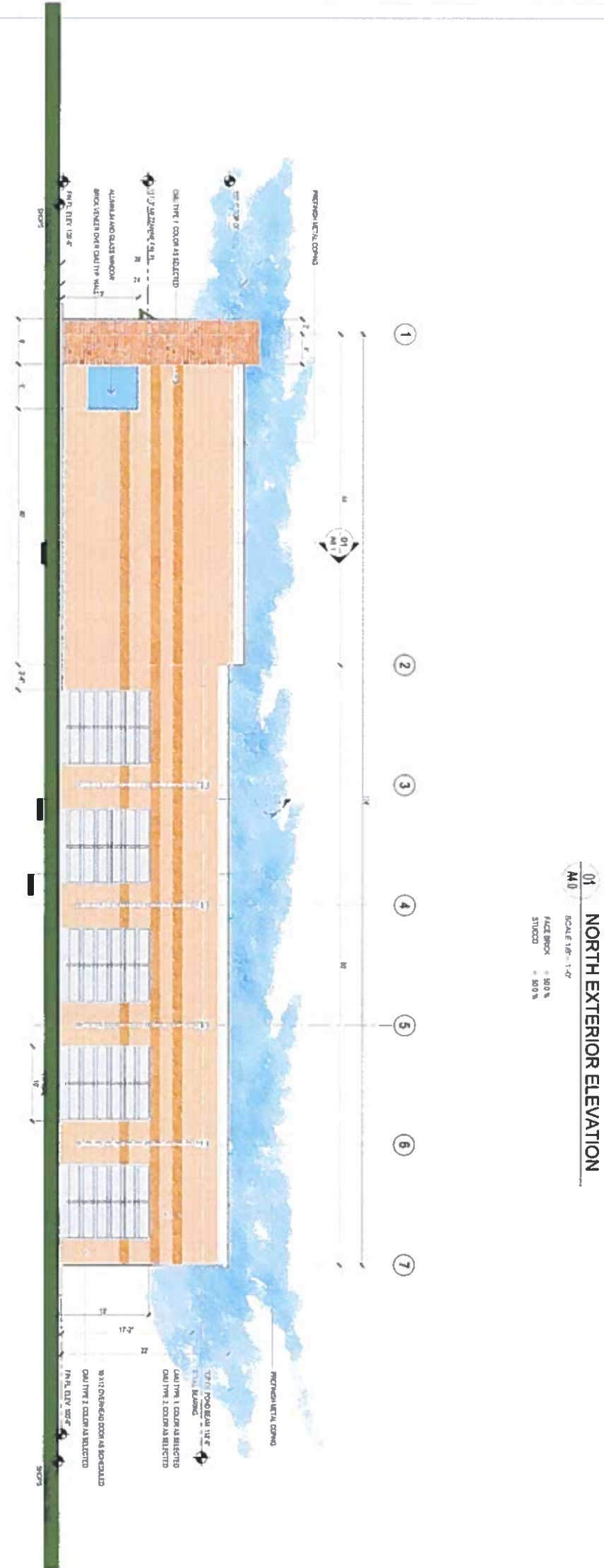
Civil Engineering:
Davis & McDill, Inc.
PO Box 428 Waxahachie, TX 75168
PH. 972.938.1185

Architecture:
INTERDESIGN Studio
2410 Luna Rd. - Suite 264
Carrollton, TX. 76181
PH. 469.471.8660
architectureds@gmail.com

ABSTRACT # 874
DALLAS, DALLAS COUNTY, TX.

BUILDING MATERIALS CALCULATIONS								
	NORTH	PERCENT	SOUTH	PERCENT	EAST	PERCENT	WEST	PERCENT
FACE BRICK	316 SF	50.0%	0	0	149 SF	71.5%	159 SF	7.5%
STUCCO	316 SF	50.0%	0	0	0	0	0	0.0%
TEXTURED CLAU	0	0	810 SF	100%	1564 SF	82.5%	1940 SF	82.5%
TOTAL	632 SF	100%	810 SF	100%	2104 SF	100%	2299 SF	100%

SUBMISSION DATE:		June 01, 2017	
REVISION	:	1	June 26, 2017
REVISION	:	2	July 12, 2017
REVISION	:	3	August 15, 2017
REVISION	:	4	August 21, 2017



02 WEST EXTERIOR ELEVATION
SCALE 1/8" = 1'-0"
FACE BRICK = 56.3%
TEXTURED CLAU = 82.5%

LOCATION MAP



NTS

FACADE ELEVATIONS PLAN



**CEDAR SHELL ADDITION
LOTS 3 & 4, BLOCK A**
23,783 SF (0.546 AC) LOT 3 AREA
32,539 SF (0.747 AC) LOT 4 AREA
RETAIL ZONING

OWNER:
ABBAS FAWAS
2625 N. DALLAS AV.
LANCASTER, TX 75134
PH. 469.471.8660
abbasfawas06@gmail.com

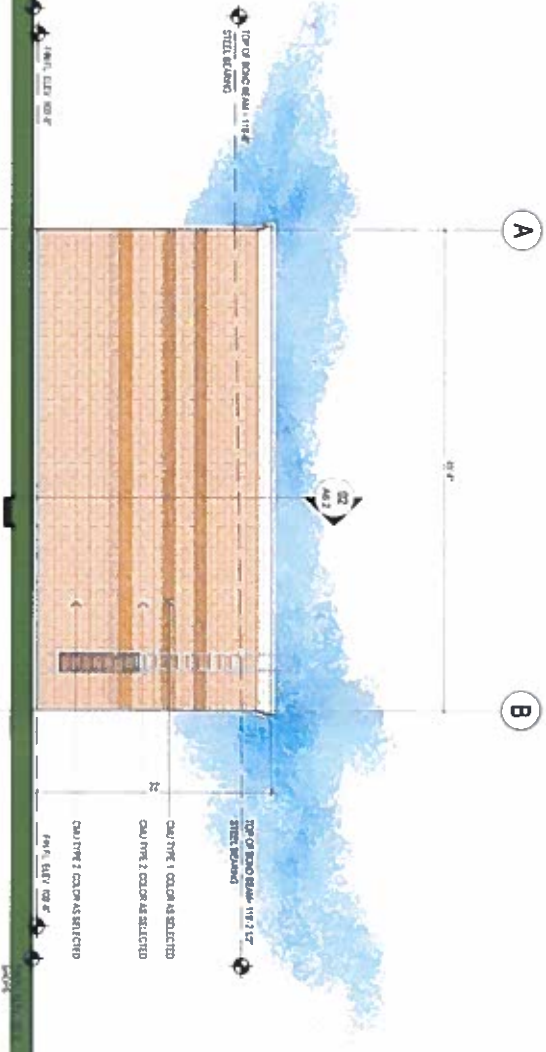
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Carrollton, TX 78118
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architectureds@gmail.com

**ABSTRACT # 874
DALLAS, DALLAS COUNTY, TX.**

BUILDING MATERIALS CALCULATIONS			
	NORTH	SOUTH	EAST
FACE BRICK	316 SF	507 SF	128 SF
STUCCO	316 SF	507 SF	128 SF
TEXTURED CMU	532 SF	532 SF	2012 SF
TOTAL	532 SF	532 SF	2012 SF

SUBMISSION DATE:	June 01, 2017
REVISION	1
REVISION	2
REVISION	3
REVISION	4

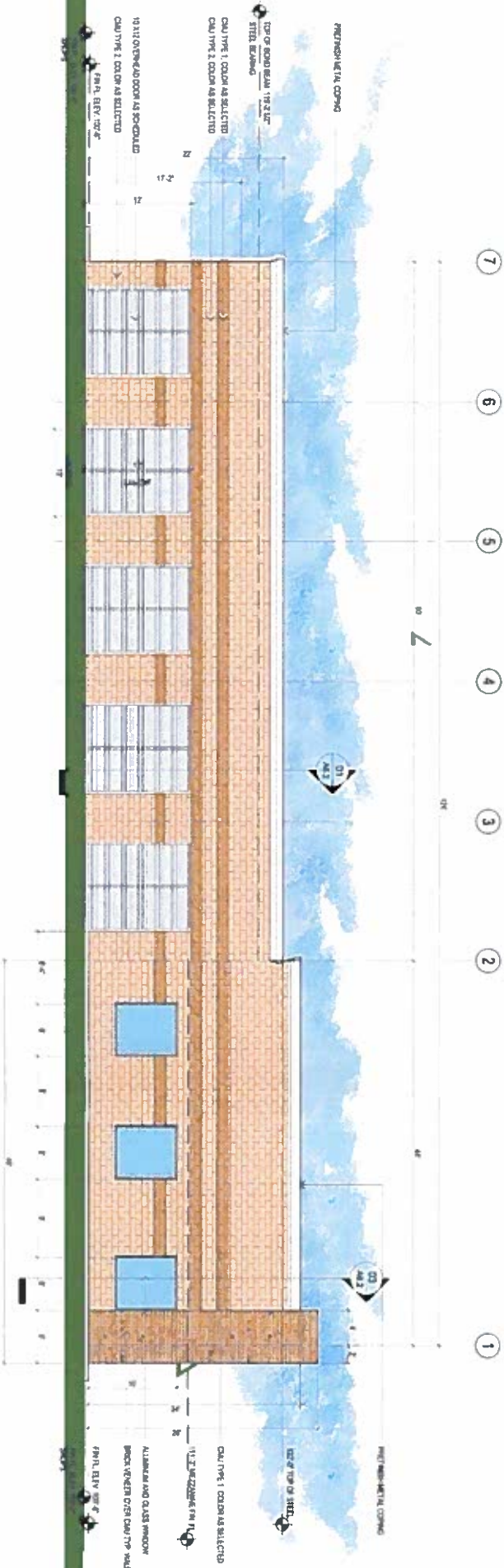


01 SOUTH EXTERIOR ELEVATION

AA1

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

TEXTURED CMU = 100.0 %



02 EAST EXTERIOR ELEVATION

AA1

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

FACE BRICK = 71.5 %

TEXTURED CMU = 82.5 %

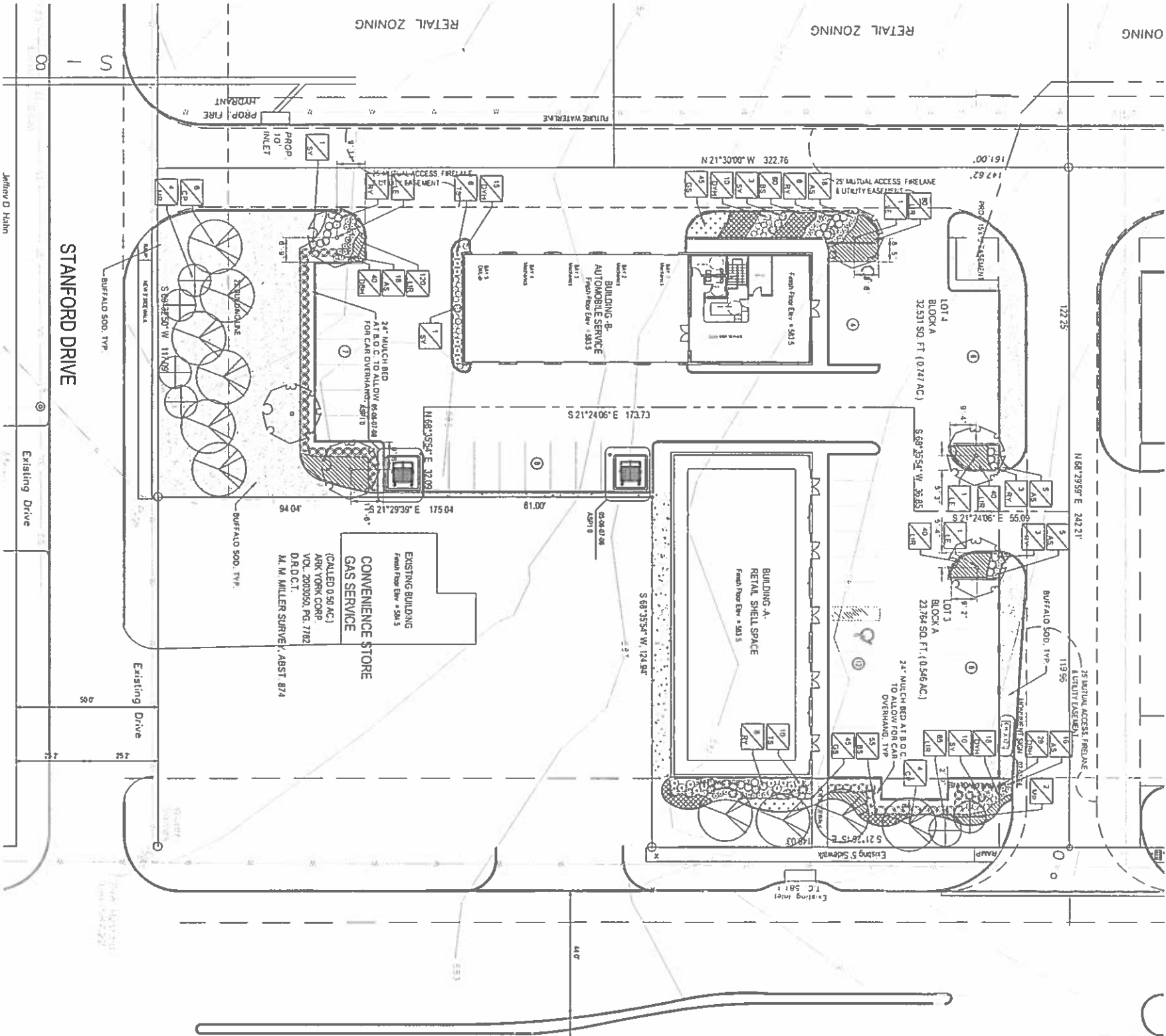
BUILDING MATERIALS CALCULATIONS			
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FACE BRICK	316 SF	507 SF	128 SF
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TOTAL	532 SF	532 SF	2012 SF

SUBMISSION DATE:	June 01, 2017
REVISION	1
REVISION	2
REVISION	3
REVISION	4

ONING

RETAIL ZONING

RETAIL ZONING



STANFORD DRIVE

Jeffrey D. Hahn

PLANT SCHEDULE

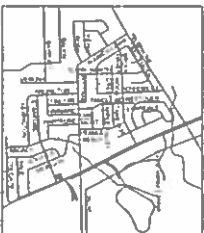
QTY LABEL	COMMON NAME	SCIENTIFIC NAME	SIZE	NOTES
10 CP	SHADE TREES			
6 LE	Shade Tree	Lecythis Edm	12" N. 4" spread	matching
6 MP	Ornamental Trees	Ulmus parvifolia	12" N. 4" spread	matching
60 AS	Shrubs	Salvia Greggii	3 gal	12" N. 4" spread
67 DBH	Shrubs	Desmodium illinoense	3 gal	12" N. 4" spread
43 DWH	Shrubs	Desmodium illinoense	3 gal	12" N. 4" spread
28 RY	Shrubs	Desmodium illinoense	3 gal	12" N. 4" spread
15 SY	Shrubs	Desmodium illinoense	3 gal	12" N. 4" spread
18 TS	Shrubs	Desmodium illinoense	3 gal	12" N. 4" spread
115 BS	Grass	Bouteloua curtipendula	1 gal	12" N. 4" spread
50 GS	Grass	Bouteloua curtipendula	1 gal	12" N. 4" spread
345 LH	Grass	Bouteloua curtipendula	1 gal	12" N. 4" spread

Plant list is an aid to bidders only. Contractor shall verify all quantities on plan. All heights and spreads are minimums. Trees shall have a strong central leader and be of matching specimens. All plant material shall meet or exceed standards as indicated.

LANDSCAPE TABULATIONS for Lancaster, TX

LOT 3	LOT 4
1. A landscape buffer strip with a minimum width of 6' must be provided along the entire length of the property being developed.	1. A landscape buffer strip with a minimum width of 6' must be provided along the entire length of the property being developed.
2. In every place more than 10,000 sq ft, ten trees plus one tree per two thousand sq ft is required.	2. In every place more than 10,000 sq ft, ten trees plus one tree per two thousand sq ft is required.
3. Two ornamental trees may be substituted for one required large tree.	3. Two ornamental trees may be substituted for one required large tree.
4. At least one shrub shall be required for every 50 sq ft of required landscape area.	4. At least one shrub shall be required for every 50 sq ft of required landscape area.
5. At least 10% of the required landscape area shall be maintained in groundcover.	5. At least 10% of the required landscape area shall be maintained in groundcover.
6. Where on-site parking is located adjacent to a street, roadway or public open space, a minimum 10' landscape buffer is required. A screen with a minimum height of 3' and a max of 4' above grade of parking shall be provided.	6. Where on-site parking is located adjacent to a street, roadway or public open space, a minimum 10' landscape buffer is required. A screen with a minimum height of 3' and a max of 4' above grade of parking shall be provided.
REQUIRED 4,753 sq ft (20%)	REQUIRED 4,753 sq ft (20%)
4 trees, 3" cal.	4 trees, 3" cal.
2 ornamental trees	2 ornamental trees
98 shrubs	98 shrubs
471 sq ft Groundcover	471 sq ft Groundcover

LOCATION MAP



NTS

OWNER

ABDUS FALWAS
2626 N. DALLAS AV
DALLAS, TX 75114
PH 469 471 6650
abdusfalwas@gmail.com
Civil Engineering
Dane E. McCall, Inc.
PO Box 428
Waxahatchie, TX 75166
PH 972 938 1185
Architect
INTERDESIGN Studio
2410 Luna Rd - Suite 264
Carrollton, TX 76118
PH 469 471 6650
architect@indesign.com

CEDAR SHELL ADDITION

LOTS 3 & 4, BLOCK A

LANDSCAPE PLAN

ABSTRACT # 874

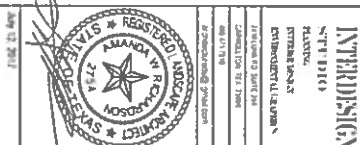
DALLAS, DALLAS COUNTY, TX.

REVISION	DATE	DESCRIPTION
1	June 11, 2017	Submittal
2	July 26, 2017	Revised
3	August 15, 2017	Revised
4	August 22, 2017	Revised

LANDSCAPE PLAN

LANCASTER PLAZA MIX USE DEVELOPMENT
2607 N. DALLAS AV.
LANCASTER, TEXAS.

L1.01



Urban Neighborhood

Character & Intent

Urban neighborhoods provide a range of housing choices, including higher densities that target residents from young professionals to empty nesters. The urban neighborhood will encourage active living, walkable streets and open space access.

Land Use Considerations

Primary Land Uses

Townhomes, urban residential, live/work/shop units

Secondary Land Uses

Single-family detached, civic and institutional uses, parks and community buildings

Precedent Photos



Mixed-Use Neighborhood

Character & Intent

Mixed-use neighborhoods will offer Lancaster residents the ability to live, work and play in the same location. These neighborhoods will offer a mix of housing types and residential densities ranging from single-family attached units to urban residential structures within walking distance of the goods and services required for daily living. They will include both vertically and horizontally integrated mixed-use buildings in a highly walkable environment.

Land Use Considerations

Primary Land Uses

Retail, restaurants, townhomes, urban residential, senior housing, professional office, live/work/shop units

Secondary Land Uses

Civic and institutional uses, parks, community buildings

Precedent Photos



MINUTES
PLANNING & ZONING COMMISSION MEETING OF SEPTEMBER 5, 2017

Commissioners Present:

Racheal Hill – Chair
Isabel Aguilar – Vice Chair
Cynthia Johnson
Jeremy Reed

Absent:

Karen Collins

City Staff:

Bester Munyaradzi, Senior Planner
Emma Chetuya, Planner
Terrence Welch, City Attorney
Kelley Frazier, Development Coordinator

Call to order:

Acting Chair Hill called the meeting to order at 7:00 p.m. on August 1, 2017.

ACTION:

1. **Z17-05 Conduct a Public Hearing and consider a Specific Use Permit for Auto Repair Garage, Minor (oil change) located on the north side of Stanford Drive and approximately 186 feet west of North Dallas Avenue and contains approximately 0.7 acres of land. It is specifically addressed as 2613 N. Dallas Avenue in the City of Lancaster, Dallas County, Texas.**

Bester Munyaradzi, Senior Planner, stated that this is a request for a Specific Use Permit for an oil change facility, located on the north side of Stanford Drive, 186 feet west of North Dallas Avenue. It is 0.7 acres and zoned Retail. An oil change facility in retail zoned districts requires a SUP, however, this request is not consistent with the Comprehensive Plan at this location. The Comp Plan designates this area as Suburban Mixed Use with uses such as retail, restaurants, townhomes, urban residential, senior housing, professional office and live/work/shop units. The Comp Plan has pictures with the City's vision for the area and an oil change facility is not in keeping with that vision. As such, staff recommends denial of the requested SUP for an oil change facility.

Vice Chair Aguilar inquired as if this area was part of the recent Comprehensive Plan amendment to allow Retail in this area. Ms. Munyaradzi indicated it was.

Chair Hill opened the public hearing.

Hani Elkady, 3120 Ashwood Court, Richardson, Texas, spoke on behalf of the applicant to further explain the application. He indicated that this particular property surrounded by auto type uses and as such this is a perfect addition. Mr. Elkady added that there are currently gas stations on both sides of this property and a future car wash on the corner. He also noted that the style and architecture is in keeping with the other developments by this applicant.

Commissioner Johnson asked why the applicant wanted an Oil Lube location when a Retail facility would work also. Mr. Elkady indicated that the front portion would be a retail center but since the back of the property is less visible they felt it made more sense to do an Oil Lube to compliment the other auto uses that already exist.

Commissioner Johnson asked if this use was approved wouldn't this be an example of spot zoning. Ms. Munyaradzi indicated this zoning would still be Retail so this would not be considered spot zoning. Mr. Elkady stated that he was aware of the pictures in the Comprehensive Plan however he didn't feel that any residential would be appropriate at this location considering it is surrounded by auto uses.

Commissioner Reed asked the applicant what his plans for the remainder of this lot would be. Mr. Elkady indicated that currently the plan was to make the remainder of the property into a public park.

Chair Hill asked what best practices that other cities have implemented when zoning is one way and it not a lot of property like residential homes around that area. What are the best practices?. Ms. Munyaradzi indicated that this mixed use plan is best fit for this area based on the major arterials that surround the property.

Commissioner Reed stated that last month when looking at a plat the Commission was told that even if a use is contrary to the Comprehensive Plan as long as the applicant was not asking for a zoning change. While this applicant needs a Specific Use Permit, he is not requesting a zoning change, so why is staff recommending denial of this application. Mr. Welch stated that with straight zoning it would be consistent however with a Specific Use Permit you look at whether it is consistent with that site.

MOTION: Commissioner Reed made a motion and seconded by Commissioner Johnson to close the public hearing. The vote was cast 4 for, 0 against [Collins absent].

Chair Hill indicated that with all the effort that was put into the Comprehensive Plan this is an opportunity to do something more creative with this property to get what the citizens would really like to see in this city. Commissioner Reed, Johnson and Aguilar concurred with this thought.

MOTION: Vice Chair Aguilar made a motion, and seconded by Commissioner Johnson to deny item 1. The vote was cast 4 for, 0 against [Collins absent].

ACTION

2. **PS 17-02 Discuss and consider a Preliminary Plat for Bear Creek Ranch, Phase 3A and 3B being 623 Residential Lots, 7 open spaces and 1 municipal site on 144.116 acres located approximately .28 miles north of the City limit boundary, west of McBride Road, south of the existing Phase 2 and TXU power line easement, and east of Green Acre Road. The property is more particularly described as a tract of land situated in the Samuel T. Bledsoe Survey, Abstract Number 119 and 120; William C. Walker Survey, Abstract Number 1528; and Money Weatherford Survey, Abstract Number 1554 being an Addition to the Lancaster Municipal Water District #1, Dallas County, Texas.**
3. **PS 17-18 Discuss and consider a Final Plat for Boardwalk Phase 3, being 174 residential lots on approximately 59.4 acres located south of Cedardale Road, north of Swift Fox Drive, east of Cedardale Park and west of North Dallas Avenue. The property is described as a tract of land that is a part of the Jonathon L. Sampson Survey, Abstract No.1311 in the City of Lancaster, Dallas County, Texas.**

LANCASTER CITY COUNCIL

City Council Regular Meeting

8.

Meeting Date: 10/09/2017

Policy Statement: This request supports the City Council 2017-2018 Policy Agenda.

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

Submitted by: Bester Maunyaradzi, Senior Planner

Agenda Caption:

Z 17-08 Conduct a Public Hearing and consider an ordinance amending ordinance changing the zoning from Commercial Highway (CH) to Planned Development-Commercial Highway (PD-CH) to allow for hotel and hotel residence located on the northeast corner of Interstate Highway 35E and Danieldale Road and contains approximately 2.55 acres of land. The property is more particularly described as a tract of land situated in the Silas B. Runyon Survey, Abstract No.1199, addressed as 3504 and 3508 North Interstate Highway 35-E, Lancaster, Dallas County, Texas.

Background:

1. **Location and Size:** The property is located on the northeast corner of Interstate Highway 35E and Danieldale Road and contains approximately 2.55 acres of land.
2. **Current Zoning:** The subject property is currently zoned CH.
3. **Adjacent Properties:**
North: CH, Commercial Highway (vacant)
South: CH, Commercial Highway (Lancaster Tire Service)
East: CH, Commercial Highway (T Smith's Lawn Service)
West: I-35E Service Road
4. **Comprehensive Plan Compatibility:**
The 2016 Comprehensive Plan identifies this site as Suburban Mixed-Use Center and the proposed PD is consistent with the Comprehensive Plan.
5. **Case/Site History:**

Date	Body	Action
8/1/2017	P&Z	PS 17-10 Preliminary Plat Approved
10/3/2017	P&Z	Z 17-08 Recommended Approval of the Zoning Request

Operational Considerations:

This is a request to rezone the subject property from CH to PD-CH for the purpose of allowing 50% of the Sleep Inn/Mainstay Hotel to allow for extended stay guests and 50% of the hotel to allow for hotel guests. While a Hotel use is allowed in the CH zoning district, a Hotel, Residence use is not allowed in CH zoning. The developer is proposing to include kitchenettes in fifty percent (50%) of the rooms on the property. The inclusion of the kitchenettes would cause those rooms to be classified as a Hotel, Residence. Therefore, to accommodate the needs of this particular hotel request a rezoning is required. Staff has drafted the ordinance to only list certain specific requirements that vary from the standard requirements of CH zoning. All other requirements are tied to CH zoning regulations. By drafting the PD ordinance in this way, it makes the regulations simpler and allows regulations to be updated as the LDC is updated. Attached, please find development standards for the proposed PD-CH for an extended stay hotel and the list of permitted uses in Commercial Highway zoning described as "Exhibit A". Additionally, the City Attorney has written the ordinance to restrict Lot 1 to only allow a Hotel/Hotel Residence. Lot 2 will only allow Retail and Personal Services uses listed in the CH zoning district.

Per section 14.1001 of the LDC, the purpose of PD Districts are "to implement the goals and objectives of the City's Comprehensive Plan....PD Districts are also intended to encourage flexible and creative planning, to ensure the compatibility of land uses, and to allow for the adjustment of changing demands to meet the current needs of the community..."

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

Consistency with the Comprehensive Plan:

The 2016 Comprehensive Plan identifies this site as Suburban Mixed-Use Center and the proposed PD is consistent with the Comprehensive Plan. Hotels are listed amongst the primary land uses to be considered under the Suburban Mixed-Use Center Place Type within the Comprehensive Plan.

Potential Impact on Adjacent Development:

The properties to the south and east are developed with commercial buildings and the property to the north is undeveloped. The site is expected to be a catalyst as it will be the first new development in about 10 years. Changing CH to PD-CH zoning will bring in an extended stay hotel land use that is compatible with adjacent properties. The extended stay hotel will have a positive impact on the City as it would align with two of the ten guiding principles in the Comprehensive Plan that ensure that Lancaster remains a desirable place to live, work, and play in the future: Principle #1 is "Lancaster's quality of life attracts people of all ages." and Principle #4 is "New residential developments expand the range of neighborhood choices so Lancaster appeals to people throughout all stages of life."

Availability of utilities and access:

There is adequate access to I-35E Service Road and Daniieldale Road. The subject property will be served by City of Lancaster water and sanitary sewer. The applicant will have to extend their utility lines to get access to the City's sewer lines on Cumberland Street, Balomede Street, or I-35E service road.

Site conditions such as vegetation, topography, and flood plain:

The site is currently undeveloped and is relatively flat. No portion of the property is within the 100 year flood plain.

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

Daniieldale Road is currently improved as part of the City's Capital Improvement Plan. The applicant will be constructing a 5' wide sidewalk that will be parallel to I-35E Service Road to provide for pedestrian walkability and the city will be constructing a sidewalk that will be parallel to Daniieldale Road. The applicant is dedicating adequate right-of-way on Daniieldale Road per the Master Thoroughfare Plan.

Based upon an analysis of the five (5) considerations that must be taken into consideration when reviewing a change in zoning application, the proposed application will positively affect adjacent properties, and the proposed PD-CH is consistent with the 2016 Comprehensive Plan.

Legal Considerations:

The ordinance has been reviewed and approved by the City Attorney.

Public Information Considerations:

On September 22, 2017, a notice for this public hearing appeared in the Focus Daily Newspaper. Staff also mailed notifications of this public hearing to property owners that are within 200-feet of the subject site on September 21, 2017, and zoning signs were placed on the subject property. These actions fulfill the noticing requirement pursuant to Section 14.207 of the Lancaster Development Code (LDC). No letters in support or opposition were received.

Options/Alternatives:

1. Approve the ordinance as presented.
2. Deny the ordinance.
3. Approve the ordinance with changes and stipulate those changes.

Recommendation:

On October 3, 2017, the P&Z Commission recommended approval of the rezoning request subject to the amended site plan and amendment of the PD Development Standards. Staff concurs with the P&Z.

Attachments

Ordinance

Exhibit A, B, and C

Location Map

Letter of Intent

Zoning Exhibit

Elevations

Landscape Plan

Permitted Uses

Comprehensive Plan Excerpt

Z 17-08 Draft Minutes

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, CHANGING THE ZONING DESIGNATION ON APPROXIMATELY 2.55 ACRES OF PROPERTY GENERALLY LOCATED AT THE NORTHEAST CORNER OF INTERSTATE HIGHWAY 35E AND DANIELDALE ROAD FROM COMMERCIAL HIGHWAY (CH) TO A PLANNED DEVELOPMENT-COMMERCIAL HIGHWAY (PD-CH); PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission and the City Council, in compliance with the laws of the State of Texas and pursuant to the City's Development Code and Comprehensive Zoning Ordinance, both as amended, 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 if copied in their entirety.

SECTION 2. From and after the effective date of this Ordinance, the zoning on the Property, as more particularly described in Exhibit A, "Legal Description," attached hereto and incorporated by reference, is hereby changed from Commercial Highway (CH) to Planned Development-Commercial Highway (PD-CH). The Property shall be developed in conformity with the Lancaster Development Code and the Comprehensive Zoning Ordinance of the City of Lancaster, as heretofore amended, the Site Plan, attached hereto as Exhibit B and incorporated by referenced, and the Development Standards, attached hereto as Exhibit C and incorporated by reference.

SECTION 3. All provisions of the ordinances of the City of Lancaster, Texas, in conflict with the provisions of this Ordinance be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 4. Should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be unconstitutional, illegal or invalid, and shall not affect the validity of the Lancaster Development Code or the Comprehensive Zoning Ordinance as a whole.

SECTION 5. An offense committed before the effective date of this Ordinance is governed by prior law and the provisions of the Lancaster Development Code and Comprehensive Zoning Ordinance, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 6. Any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Lancaster Development Code or Comprehensive Zoning Ordinance of the City of Lancaster, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 7. This Ordinance shall take effect immediately from and after its passage and the publication of its caption, as the law and charter in such cases provide.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 9th day of October, 2017.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

EXHIBIT A
LEGAL DESCRIPTION

Being a tract or parcel of land situated in the Silas B. Runyon Survey, Abstract No. 1199, City of Lancaster, Dallas County, Texas, being part of 1.61 acre tract conveyed to J. Mason by Deed recorded under County Clerk's File No. 200201847060, Deed Records, Dallas County, Texas, and all of a 1.57 acre tract (known as Exhibit A) conveyed to J. Mason by Deed recorded under County Clerk's File No. 200600119168, Deed Records, Dallas County, Texas, being more particularly described as follows:

Beginning at a ½ inch iron rod found for corner in the North line of Danieldale Road (variable width right-of-way), being the Southwest corner of a tract conveyed to T. Smith by Deed recorded under County Clerk's File No. 2001300009550, Deed Records, Dallas County, Texas, and being the Southeast corner of said 1.57 acre tract;

Thence North 84°39'45" West with the South line of said 1.57 acre tract and the North line of said Danieldale Road, a distance of 271.08 feet to a ½" iron rod found for corner at the intersection of the North line of said Danieldale Road with a corner clog of Interstate Highway No. 35E (variable width right-of-way), being a corner of said 1.57 acre tract;

Thence North 46°23'31" West with the corner clip line between said Danieldale Road and said Interstate Highway No. 35E, a distance of 57.84 feet to a ½" iron rod found for corner at the intersection of the East line of said Interstate Highway No. 35E with the corner clip between said Danieldale Road, being a corner of said 1.57 acre tract;

Thence North 04°01'31" West with the East line of said Interstate Highway No. 25E and the West line of said 1.57 acre tract, a distance of 172.50 feet to a ½" iron rod found for corner in the East line of said Interstate No. 35E, being the Northwest corner of said 1.57 acre tract and the Southwest corner of said 1.61 acre tract;

Thence North 05°21'06" West with the East line of said Interstate Highway No. 35E and the West line of said 1.61 acre tract, a distance of 65.72 feet to a ½" iron rod set for corner in the East line of said Interstate Highway No. 35E, being a corner of said 1.61 acre tract;

Thence North 00°52'37" West with the East line of said Interstate Highway No. 35E and the West line of said 1.61 acre tract, a distance of 65.03 feet to a ½" iron rod found for corner in the East line of said Interstate Highway No. 35E, being the Northwest corner of said 1.61 acre tract and the Southwest corner of a tract conveyed to S. Levy by Deed recorded in Volume 98230, Page 3080, Deed Records, Dallas County, Texas;

Thence South 89°33'09" East with the common line between said 1.61 acre tract and said Levy tract, a distance of 323.79 feet to a fence post found for corner, being an inside ell corner of said 1.61 acre tract and the Southeast corner of said Levy tract;

Thence South 01°03'25" East with the East line of said Levy tract and generally along a portion of a fence line, a distance of 365.17 feet to the POINT OF BEGINNING and containing 2.55 acres of land, more or less.

EXHIBIT B
SITE PLAN (ATTACHED)

EXHIBIT C
Carona Addition
(Including Sleep Inn & Mainstay Hotels)
Development Standards

The land area for this district as shown on the PD Site Plan is approximately 2.55 acres. The location of all authorized uses shall be consistent with the PD Site Plan.

A. Definitions

The following words and phrases shall have the meanings respectively ascribed to them by this section:

Bathroom - An enclosed space containing one or more bathtubs, showers or both, and which may also include toilets, lavatories or fixtures serving similar purposes.

Cooking Appliance - Any device which is used in the preparation of food or drinks, specifically for the purpose of heating food or drinks, including but not limited to stoves, ovens, microwaves, hot plates, electric skillets and electric kettles. This does not include electric coffee pots with a capacity of twelve cups or less.

Extended Stay Hotel - Any building containing six or more guestrooms intended or designed to be used, or which are used, rented, or hired out to be occupied not in excess of thirty (30) days or which are occupied for sleeping purposes for Guests and, may contain kitchen facilities for food preparation, including but not limited to such facilities as refrigerators and microwaves. Stoves, ovens, and hotplates are permitted only if the structure is equipped with necessary fire prevention equipment.

Floor Space - The total area of all habitable space.

Guest - Any person who occupies a rental unit in a hotel/motel building for living or dwelling purposes on a temporary or transient basis with the property owner, property manager or resident manager's consent.

Habitable Space. The space occupied by one or more persons while living, sleeping, eating, and cooking, excluding kitchenettes, bathrooms, toilet rooms, laundries, pantries, dressing rooms, closets, storage spaces, foyers, hallways, utility rooms, mechanical rooms and basements and or recreational rooms.

Hotel - An establishment providing, for a fee, sleeping accommodations and customary lodging services for a period not to exceed thirty (30) days, including maid service, the furnishing and upkeep of furniture and bed linens, and telephone and desk service. Related ancillary uses may include but shall not be limited to conference and meeting rooms, restaurants, bars, and recreational facilities.

Kitchenette - A space, less than sixty (60) square feet in floor area used for preparation of food. Kitchenettes shall have a clear passageway of not less than 3 feet between counterfronts and appliances or counterfronts and walls. Light and ventilation conforming to code shall be provided.

Lender - Any person who holds a mortgage, deed of trust or any other security interest in the Hotel or Extended Stay Hotel.

Owner - A person claiming, or in whom is vested, the ownership dominion or title of real property, including but not limited to:

- (1) Holder of simple title;
- (2) Holder of life estate;
- (3) Holder of a leasehold estate for an initial term of five years or more;
- (4) The buyer in a contract for deed;
- (5) A mortgagee, receiver, executor or trust in control of real property, but not including the holder of a leasehold estate or tenancy for an initial term of less than five (5) years.

Person - Includes an individual, corporation, business trust, estate, trust, partnership or association, two (2) or more persons having a joint common interest, or any other legal or commercial entity.

Plumbing Fixtures - Include gas pipes, water pipes, toilets, lavatories, sinks, laundry tubs, dishwashers, garbage disposal units, clothes washing machines, catchbasins, washbasins, bathtubs, shower baths, sewer pipes, sewage systems, septic tanks, drains, vents, traps, and other fuel burning or connections to pipes.

Premises - A lot, plot or parcel of land, including any structure thereon and furthermore including a rental unit, appurtenances thereto, grounds and facilities held out for the use of Guests generally and any other area or facility whose use is promised to the Guest.

Property Manager - A person who for compensation has managing control of real property for Owner.

Rental Unit - A unit located in a motel, Hotel, or Extended Stay Hotel which is rented and used as a guestroom or sleeping place by one (1) or by two (2) or more persons, to the exclusion of others, on a temporary or transient basis.

Resident Manager - The Owner or Property Manager of a Hotel/motel building or any other person held out by any Owner, or Property Manager as the appropriate person, who is in control or management of the property, who rents or causes to be rented a Rental Unit, or the person a Guest contacts concerning the rental agreement or Hotel/motel building.

Residential Group R-1 Occupancy - Residential occupancies containing sleeping units where the occupants are primarily transient in nature.

Residential Group R-2 Occupancy - Residential occupancies containing sleeping units or more than two dwelling units where the occupants are primarily permanent in nature.

Transient - Occupancy of a dwelling unit or sleeping unit for not more than thirty (30) consecutive days.

B. Development Standards

All requirements of the Lancaster Development Code (LDC) and Lancaster Code of Ordinances shall apply. In particular, all requirements of the Commercial Highway (CH) zoning district, including allowable uses, shall apply unless there is a conflict with any of the requirements listed below. In the case of a conflict, the requirements below shall control.

1. Setbacks
 - a. Front Yard Minimum: 25 ft.
 - b. Rear Yard Minimum: If rear wall contains windows or doors then there shall be a 20 ft. setback from residentially zoned property.

- c. Side yard setback adjacent to a side street must equal at least 85% of the minimum required front yard setback; 100% for MF and other nonresidential uses.
2. Building Height
Maximum Building Height: 140 ft. in height, but shall not exceed 60 ft. in height within 100 ft. of a property zoned as MF, 2F, or SF.
3. Exterior Construction
Each exterior wall shall consist of 100% masonry materials as defined in *Article 14.1300 Definitions - Masonry*, excluding doors and windows, on walls which are visible from a public street or open space.

All buildings shall have exterior walls constructed of stone, brick, glass block, tile, cast metal, stucco, cast or cultured stone, or a combination of those materials. The use of other cementaceous products (e.g., Hardy Plank, or other similar materials approved by the Building Official) shall be limited to 50% of the building's exterior finishes where it will be applied under the highest standards for quality and durability.

C. Hotel Site (Lot 1, Block 1)

1. Fifty percent (50%) of the project shall allow for Guests of the Extended Stay Hotel and fifty percent (50%) of the project shall allow for Guests of the Hotel.
2. A Guest's stay within the Extended Stay Hotel's rooms or the Hotel's rooms shall not exceed thirty (30) consecutive days.
3. Extended Stay Hotel developments shall be subject to the following development standards:
 - a. Shall maintain laundry facilities on-site for Guest use.
 - b. Shall provide staff on-site 24 hours a day.
 - c. A lounge or waiting area with a minimum size of two and a half (2 ½) square feet per guestroom. Atriums or other open space areas (excluding the lobby) may be counted as waiting area if seating is provided.
 - d. Shall provide at least three amenities from the list below:
 1. Indoor/Outdoor Pool
 2. Spa/Sauna
 3. Weight Room/Fitness Center
 4. Playground
 5. Sports Court
 6. Plaza/Atrium
 7. Game Room
 8. Jogging Trail
 9. Conference Room (1,000 square foot minimum)
 10. Full Service Restaurant (minimum seating capacity of 35)
4. The conference room shall be 635 square feet in size.
5. The hotel shall install and maintain, in proper operating order, surveillance cameras in each interior hallway and lobby area, in the parking lots, and at each exterior door. The cameras shall be placed to provide visibility to the front and rear exteriors of the building. Monitors shall be provided for security and other hotel personnel so that on-site activities may be viewed at all

times. Surveillance cameras shall be in operation 24 hours a day and records of images recorded shall be kept a minimum of 30 days.

6. Parking stalls shall be 8' wide and 18'.5'' in length.
7. Other Guest services which may be provided include, but are not limited to:
 - a. High speed internet in all guestrooms
 - b. Cash machine/ATM in the lobby
 - c. Safe deposit boxes
 - d. Gift/newsstand
 - e. Car rental service
 - f. Grocery shopping service

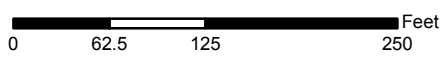
D. Restaurant/Retail (Lot 2, Block 1)

All requirements of the Lancaster Development Code (LDC) and Lancaster Code of Ordinances shall apply and only the Retail and Personal Services uses delineated in the Commercial Highway (CH) zoning district shall apply to any uses of Lot 2, Block 1.



Legend

- City Limits
- Subject Property



City of Lancaster
I-35E at Daniel Dale Rd
Zoned CH (Commercial Highway)



September 20, 2017

City of Lancaster
Development Services Department
211 N. Henry Street
Lancaster, TX 75146

Letter of Intent: Carona Addition / Mainstay & Sleep Inn Hotels

To Whom It May Concern:

I submit this Letter of Intent on behalf of Carona Hospitality, LLC, parent company of 35 Daniieldale, LLC, of which I am a managing member and officer, regarding the Planned Development ("PD") located at the Northeast corner of I-35E and Daniieldale Rd in Lancaster, TX.

The PD will cover a tract of land within the Carona Addition. The land is vacant and consists of approximately 2.55 acres.

Our intent is to build two hotels under one roof on Lot 1 of the site, a Sleep Inn and a Mainstay Suites. Both brands are owned by Choice Hotels. 35 Daniieldale, LLC is a franchisee of Choice Hotels. Sleep Inn is a Hotel, as defined in the PD. Mainstay Suites is an Extended Stay Hotel, as defined in the PD. The Hotel will consist of 40 rooms and the Extended Stay Hotel will also consist of 40 rooms. Among the hotels' amenities to be included and shared are a conference room, an outdoor swimming pool and a weight room.

The remainder of the Carona Addition site, Lot 2, will be reserved for future development. Our intent is to sell this land after construction begins on the hotels to a restaurant developer, as it is our belief that a new restaurant will be beneficial for our hotels and for Lancaster.

If you have any questions about this project, please contact me at any time.

Sincerely,

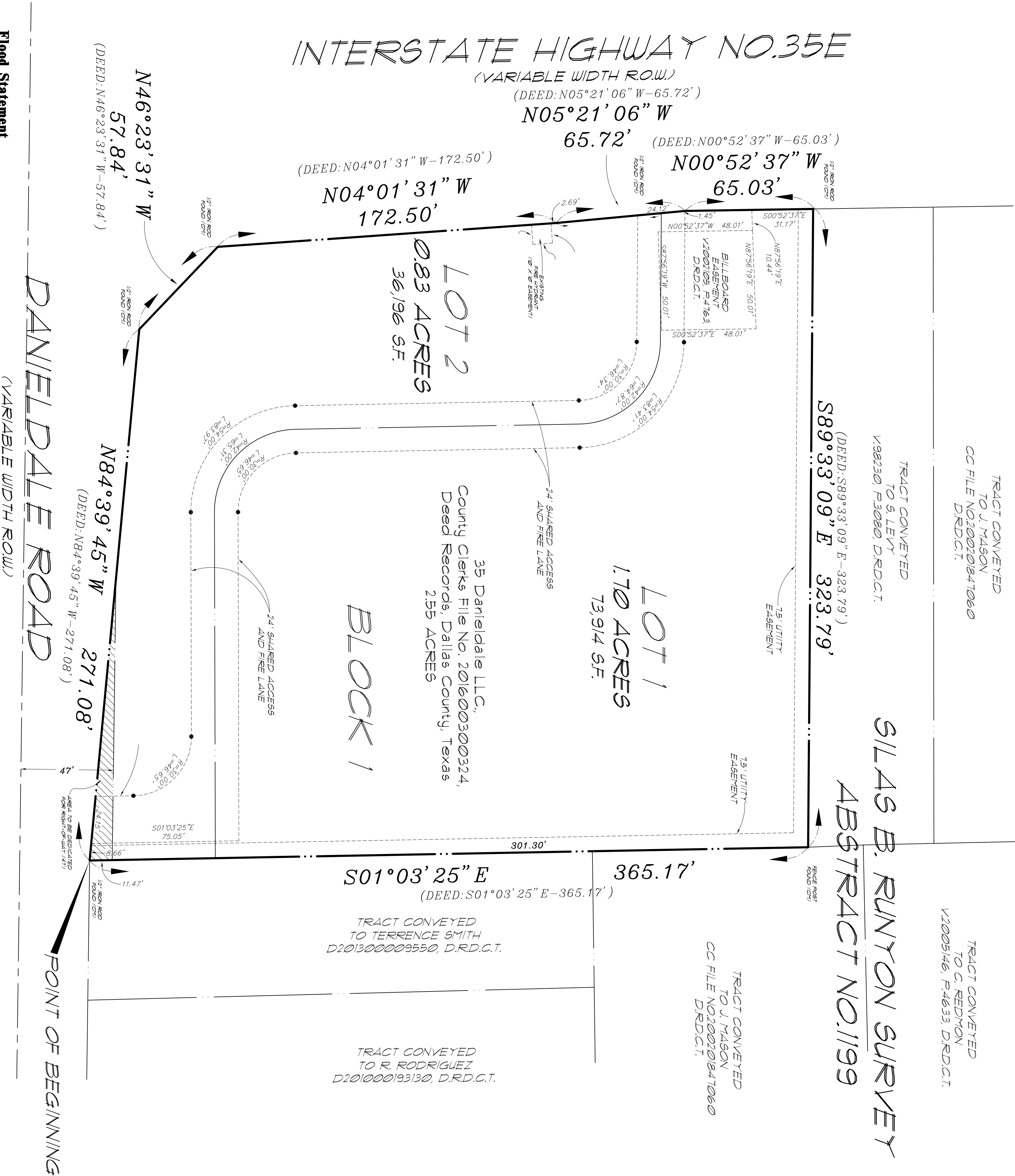
Jeff S. Carona

CARONA
— HOSPITALITY —

5401 N. Central Expy., #310 | Dallas, TX 75205
214.272.4026 | www.caronahospitality.com



VICINITY MAP



General Notes

- NOTE: BEARINGS BASED PER GPS WAD-83.
- NOTE: THERE IS NO FINAL FLOOR ELEVATION REQUIRED PER DEED.
- NOTE: NOUVEN'S FIELD FOR CONTROL ARE AS SHOWN.
- NOTE: ALL BEARINGS AND DISTANCES ARE MEASURED.
- NOTE: ALL BEARINGS RECORDED IN VOLUME 199, D.R.D.C.T. (19 BLANKET IN NATURE).
- NOTE: EASEMENT RECORDED IN VOLUME 12001009, D.R.D.C.T. (19 BLANKET IN NATURE).
- NOTE: EASEMENT RECORDED IN VOLUME 12001009, D.R.D.C.T. (19 BLANKET IN NATURE).
- NOTE: EASEMENT RECORDED IN VOLUME 12001009, D.R.D.C.T. (19 BLANKET IN NATURE).
- NOTE: ACCESS IS LIMITED TO OVER 135% THE OWNER OF THE PROPERTY WILL NEED TO CONTACT TADOT FOR ACCESS AND FOR PERMITS.
- NOTE: ZONED COMMERCIAL, HIGHWAY.
- NOTE: PRELIMINARY PLAT FOR INSPECTION PURPOSES ONLY.
- NOTE: Approval of the zoning case associated with this exhibit shall not imply approval of any associated study plat, or plan approval of development standards shown herein, or the initiation of the development process. Planning & Zoning Commission and/or City Council action on studies plats, or plans relating to development of this property shall be considered as an action separate from action taken on this zoning case.

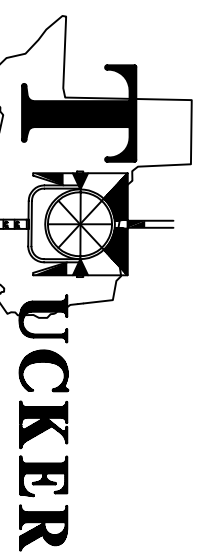
Flood Statement

According to the Flood Insurance Rate Map for Dallas County, Texas and Incorporated Areas, Community Panel No.4813C493K, effective date July 1, 2014, this property is located in Zone 'X'. (Areas determined to be outside the 0.2% annual chance floodplain.)

Owner:
Jeffrey S. Carona
35 Daniel Dale LLC
5401 N. Central Expressway
Suite 310
Dallas, Texas 75205
Phone: (214) 272-4026

Project Manager:
Dave Peterson
Inn-Operation Hotel Group, LLC
8405 Dawson Drive
Plano, TX 75025
Phone: (940) 594-5675

SURVEYOR:
Tucker Surveys
Donnie L. Tucker
250 NW Tarrant Ave., Suite B
Burleson, Texas 76097
Phone: (817) 295-2999
Fax: (817) 295-3311



"LAND SURVEYING"
(ANY WHERE IN TEXAS)

P.O. Box 1855
Burleson, Texas 76097
Office: 817-295-2999
Fax: 817-295-3311

Job No. 21703026

Owners Certificate

Whereas 35 Daniel Dale LLC, is the owner of a tract or parcel of land situated in the Silas B. Runyon Survey, Abstract No.1199, City of Lancaster, Dallas County, Texas, being the same 2.55 acre tract conveyed to 35 Daniel Dale LLC, by deed recorded under County Clerks File No. 201600306324, Deed Records, Dallas County, Texas, being more particularly described as follows:

Lot 1 and 2, Block 1

Beginning at a 1/2 iron rod found for corner in the north line of Daniel Dale Road (variable width right-of-way), being the southwest corner of a tract conveyed to T. Smith by deed recorded under County Clerks File No.201300009550, Deed Records, Dallas County, Texas, and being the southeast corner of said 2.55 acre tract;

Thence North 84°39'45" West with the south line of said 2.55 acre tract and the north line of said Daniel Dale Road a distance of 271.08 feet to a 1/2" iron rod found for corner at the intersection of the north line of said Daniel Dale Road with a corner clip of Interstate Highway No.35E (variable width right-of-way), being a corner of said 2.55 acre tract;

Thence North 46°25'31" West with the corner clip line between said Daniel Dale Road and said Interstate Highway No.35E a distance of 57.84 feet to a 1/2" iron rod found for corner at the intersection of the east line of said Interstate Highway No.35E with the corner clip between said Daniel Dale Road, being a corner of said 2.55 acre tract;

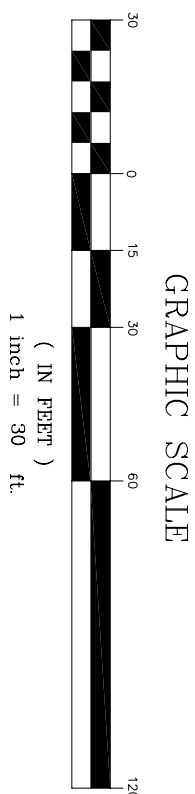
Thence North 04°01'31" West with the east line of said Interstate Highway No.35E and the west line of said 2.55 acre tract a distance of 172.50 feet to a 1/2" iron rod found for corner in the east line of said Interstate Highway No.35E, being a corner of said 2.55 acre tract;

Thence North 05°21'06" West with the east line of said Interstate Highway No.35E and the west line of said 2.55 acre tract a distance of 65.72 feet to a 1/2" iron rod found for corner in the east line of said Interstate Highway No.35E, being a corner of said 2.55 acre tract;

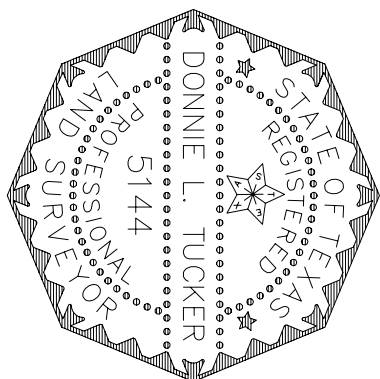
Thence North 00°52'37" West with the east line of said Interstate Highway No.35E and the west line of said 2.55 acre tract a distance of 65.03 feet to a 1/2" iron rod found for corner in the east line of said Interstate Highway No.35E, being the northwest corner of said 2.55 acre tract and the southwest corner of a tract conveyed to S. Levy by deed recorded in Volume 98230, Page 3980, Deed Records, Dallas County, Texas;

Thence South 89°39'49" East with the common line between said 2.55 acre tract and said Levy tract a distance of 333.19 feet to a fence post found for corner, being the northeast corner of said 2.55 acre tract and the southeast corner of said Levy tract;

Thence South 01°03'25" East with the east line of said 2.55 acre tract and generally along a portion of a fence line a distance of 365.17 feet to the **POINT OF BEGINNING** and containing 2.55 acres of land, more or less, as surveyed on the ground in March, 2017 by Tucker Surveyors.



- LEGEND**
- PROPERTY LINE
 - EASEMENT
 - BUILDING
 - CONCRETE
 - FENCE LINE
 - POWER POLE
 - OVERHEAD POWER
 - CONTROLLING MONUMENT
 - DIRECTION OF DRAINAGE



ZONING EXHIBIT

LOT 1 & 2, BLOCK 1, CARONA ADDITION (PROPOSED)
2.55 ACRES
SILAS B. RUNYON SURVEY, ABSTRACT NO.1199
CITY OF LANCASTER
DALLAS COUNTY, TEXAS

October 2, 2017



KEYNOTE LEGEND - EXTERIOR ELEVATIONS

NUMBER	MATERIAL	FINISH
1	STUCCO 1"	TEXTURE: 534 SAND FINE; COLOR: REPOSE GRAY - SW 7015
2	STUCCO 2"	TEXTURE: 534 SAND FINE; COLOR: REPOSE GRAY - SW 7015
3	STUCCO 6"	TEXTURE: 534 SAND FINE; COLOR: REPOSE GRAY - SW 7015
4	STUCCO 1"	TEXTURE: 534 SAND FINE; COLOR: DOVETAIL - SW 7018
5	STUCCO 2"	TEXTURE: 534 SAND FINE; COLOR: DOVETAIL - SW 7018
7	STUCCO 4"	TEXTURE: 534 SAND FINE; COLOR: DOVETAIL - SW 7018
8	STUCCO 2"	TEXTURE: 534 SAND FINE; COLOR: PAREX 210 SUNFLOWERE & LUSTRO GOLD
9	STUCCO 2"	TEXTURE: 534 SAND FINE; HEART OF PALM - SW 6415
10	CEMENT FIBER BOARD	PRE-FINISHED: NICHHA ROUGHSAWN TOBACCO-EPC241N
11	CEMENT FIBER BOARD	PRE-FINISHED: NICHHA ;COLOR: BLACK FOX-SW 7020
12	CEMENT FIBER BOARD	PRE-FINISHED: NICHHA ;COLOR: DEWBERRY - SW 6552
13	METAL TRIM	SHERWIN WILLIAMS: BLACK FOX - SW 6552
14	BREAK METAL	LIGHT TIRM PTD TO MATCH SHERWIN WILLIAMS; REPOSE GRAY- SW 7015
15	BREAK METAL	PTD TO MATCH SHERWIN WILLIAMS; DOVETAIL - SW 7018
16	STANDING SEAM METAL PANEL	ASC PROFILES: TAUPE OR MATCH MED. GRAY -DOVETAIL - SW 7018
17	ASPHALT SHINGLE	MULTI COLORED ASPHALT
18	PTAC GRILL	PTD TO MATCH ADJACENT WALL COLOR
19	VINYL WINDOW FRAME	WHITE FINISH
20	ALUMINUM DOWNSPOUT	PTD TO MATCH ADJACENT SURFACE COLOR
21	ALUMINUM GUTTER	PTD SHERWIN WILLIAMS: REPOSE GRAY - SW 7015
22	ALUMINUM GUTTER	PTD SHERWIN WILLIAMS: DOVETAIL -SW 7018
23	STOREFRONT	CLEAR ANODIZED ALUMINUM
24	FASCIA BOARD	SHERWIN WILLIAMS: REPOSE GRAY - SW 7015
25	SOFFIT BOARD	SHERWIN WILLIAMS: REPOSE GRAY - SW 7015
26	SOFFIT BOARD	SHERWIN WILLIAMS: EIDER WHITE - SW 7041

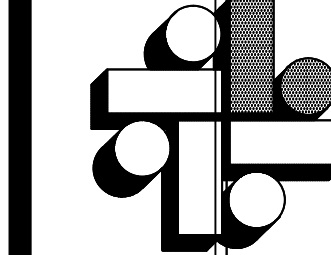
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checked by:	revisions:	NOISE REDUCTION

drawing title: ELEVATIONS

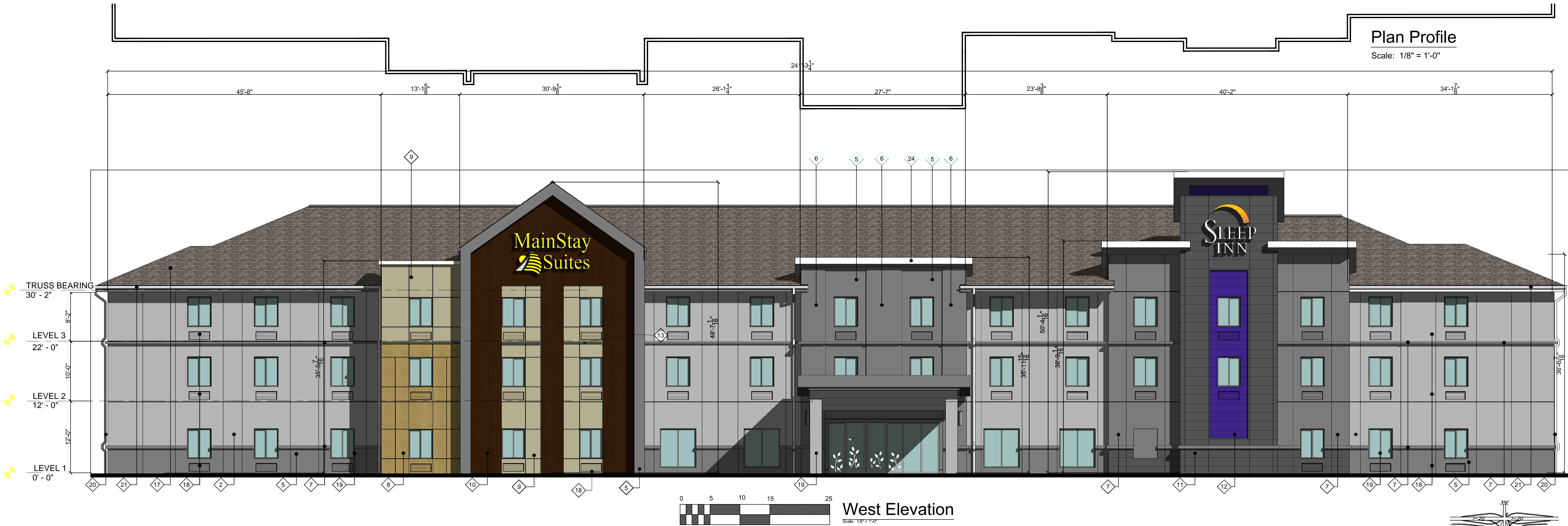
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80 ROOM HOTEL FOR:
MAINSTAY / SLEEP INN
LANCASTER, TEXAS
OWNER: 35 DANIELDALE, LLC

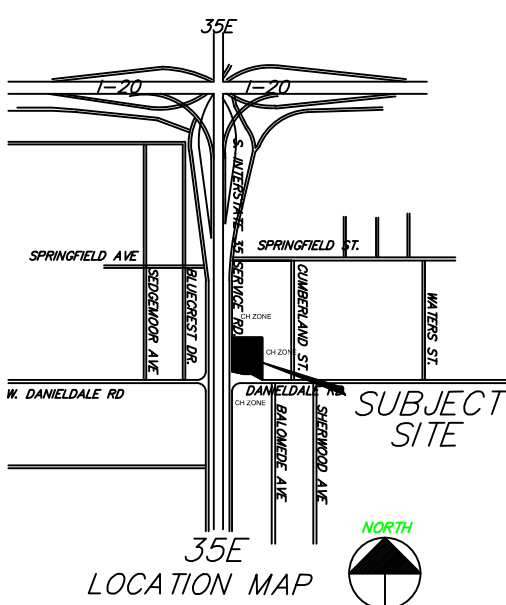
BIEBERLY
ARCHITECTS
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e-mail: info@bieberlyarchitects.net

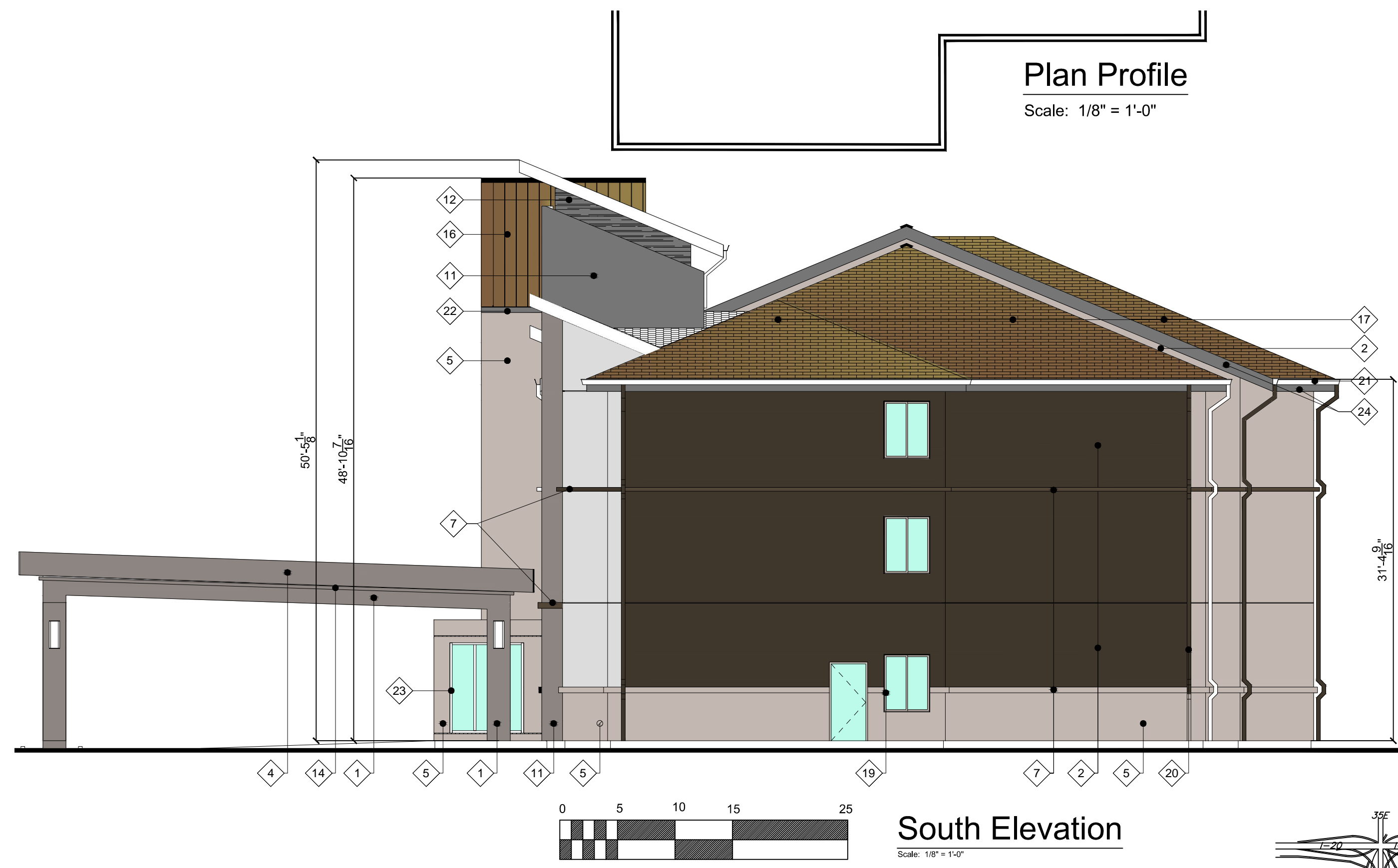
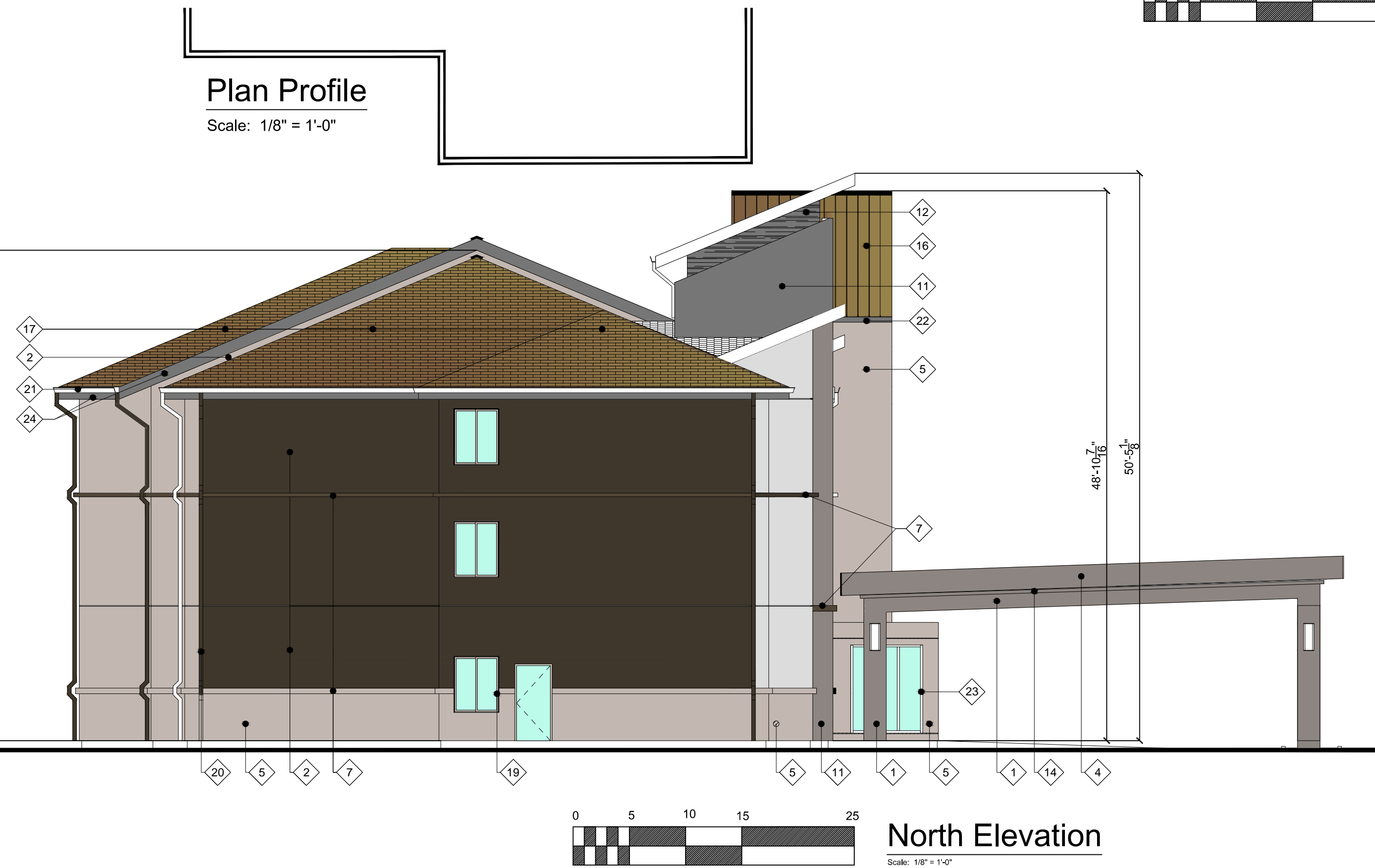
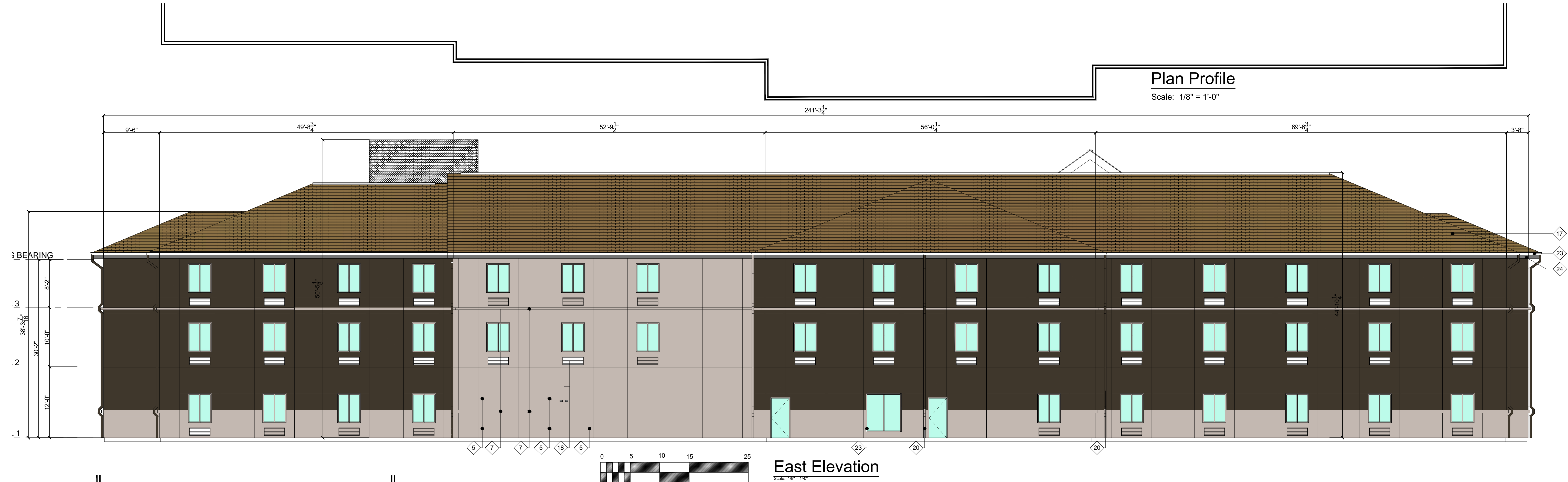


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AX1
of .



BUILDING MATERIAL CALCULATIONS			FACADE AND ELEVATION PLAN FOR: MAINSTAY/SLEEP INN HOTEL	
TOTAL FACADE :	10,435 S.F.	% OF FACADE	OWNER/DEVELOPER:	
MASONRY / STUCCO			135 DANIELDALE LLC	
STUCCO:	5,573 S.F.	54 %	5401 N. CENTRAL EXPRESSWAY	
CEMENT FIBER BOARD:	1,918 S.F.	18 %	SUITE 310	
TOTAL MASONRY / STUCCO	7,491 S.F.	72 %	DALLAS, TX 75205	
NON - MASONRY			214.272.4026	
WINDOWS AND DOORS:	1,016 S.F.	10 %		
METAL TRIM:	142 S.F.	1 %		
ROOFING	1,786 S.F.	17 %		
TOTAL NON - MASONRY	2,944 S.F.	28 %		



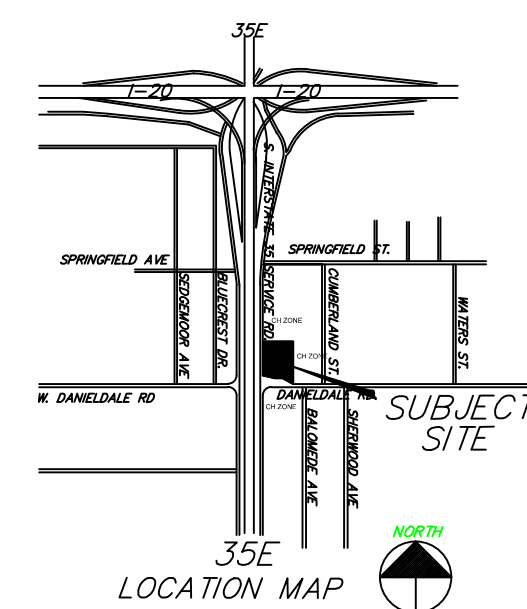


BUILDING MATERIAL CALCULATIONS EAST ELEVATION		
TOTAL FACADE :	10,290 S.F.	% OF FACADE
MASONRY / STUCCO		
STUCCO:	6,257 S.F.	61 %
CEMENT FIBER BOARD:	-	-
TOTAL MASONRY / STUCCO	6,257 S.F.	61 %
NON - MASONRY		
WINDOWS AND DOORS:	1,089 S.F.	11 %
METAL TRIM:	250 S.F.	2 %
ROOFING	2,894 S.F.	26 %
TOTAL NON - MASONRY	4,033 S.F.	39 %

BUILDING MATERIAL CALCULATIONS NORTH ELEVATION		
TOTAL FACADE :	3,079 S.F.	% OF FACADE
MASONRY / STUCCO		
STUCCO:	2,713 S.F.	88 %
CEMENT FIBER BOARD:	-	-
TOTAL MASONRY / STUCCO	2,713 S.F.	88 %
NON - MASONRY		
WINDOWS AND DOORS:	80 S.F.	3 %
METAL TRIM:	61 S.F.	2 %
ROOFING	225 S.F.	7 %
TOTAL NON - MASONRY	366 S.F.	12 %

BUILDING MATERIAL CALCULATIONS SOUTH ELEVATION		
TOTAL FACADE :	3,079 S.F.	% OF FACADE
MASONRY / STUCCO		
STUCCO:	2,713 S.F.	88 %
CEMENT FIBER BOARD:	-	-
TOTAL MASONRY / STUCCO	2,713 S.F.	88 %
NON - MASONRY		
WINDOWS AND DOORS:	80 S.F.	3 %
METAL TRIM:	61 S.F.	2 %
ROOFING	225 S.F.	7 %
TOTAL NON - MASONRY	366 S.F.	12 %

FACADE AND ELEVATION PLAN FOR: MAINSTAY/SLEEP INN HOTEL		
OWNER/DEVELOPER:		
135 DANIELDALE LLC		
5401 N. CENTRAL EXPRESSWAY		
SUITE 310		
DALLAS, TX 75205		
214.272.4026		

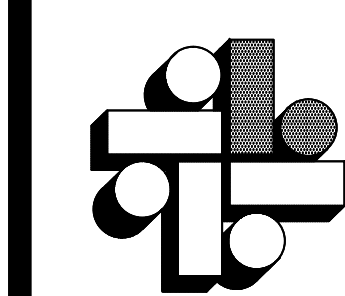


date:	6-21-17	201703	dd
project no.:			
drawn by:			
checked by:			
revisions:			
DATE	REVISION	BY	REASON

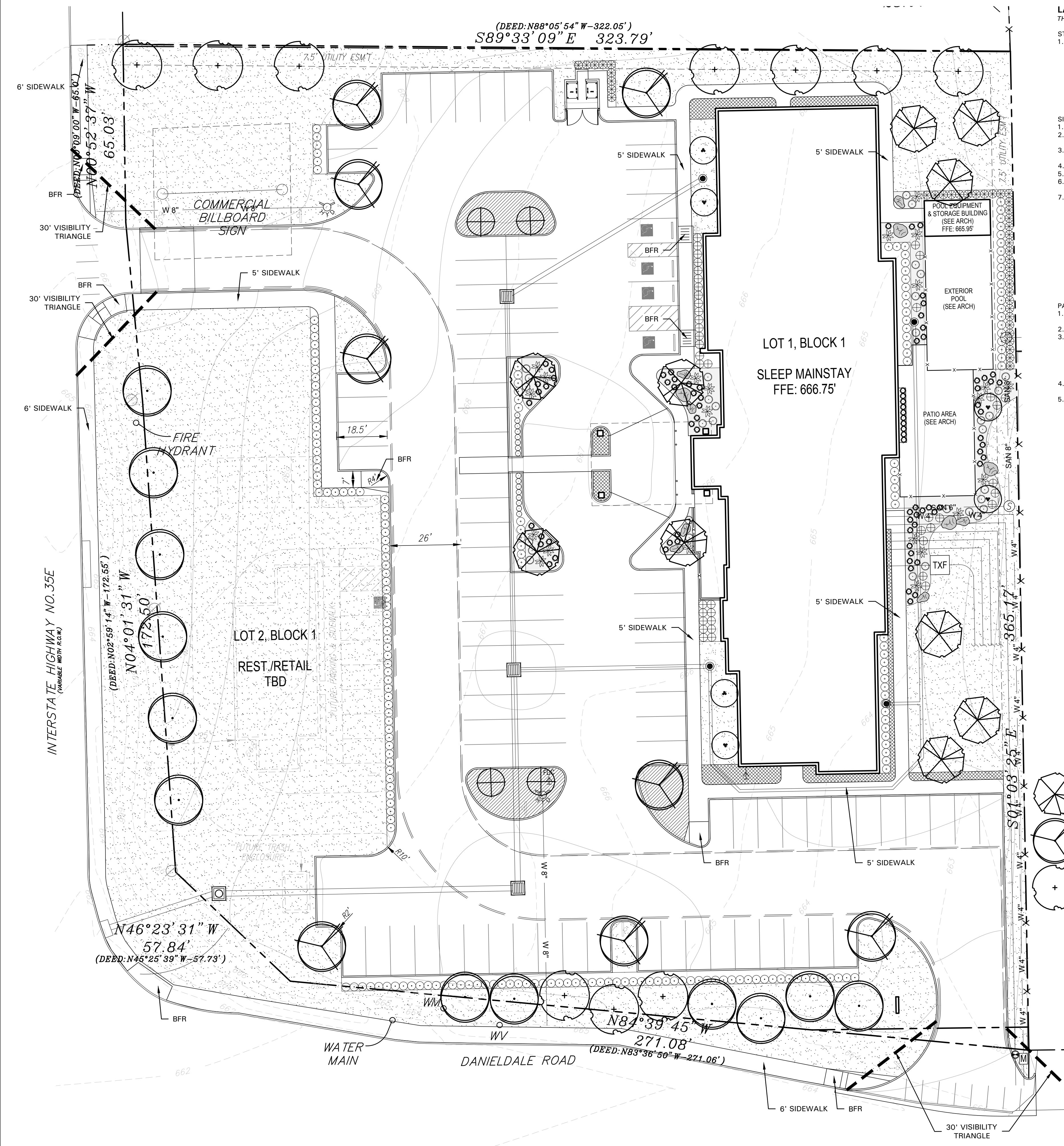
ELEVATIONS	
drawing title:	
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80 ROOM HOTEL FOR:
MAINSTAY / SLEEP INN
LANCASTER, TEXAS
OWNER: 35 DANIELDALE, LLC

BIEBERLY
ARCHITECTS
227 north santa fe, suite 302
dallas, texas 75201
phone: 786-823-9221
e-mail: info@bieberlyarchitects.net



sheet no.
AX2
of .



LANDSCAPE TABULATIONS

STREET LANDSCAPE REQUIREMENTS

- One (1) large shade tree per 50 l.f. of street frontage.

IH 35: 303 l.f.	Required	Provided
(6) trees, 3" cal.		(6) trees, 3" cal.
Danieldale Rd.: 271 l.f.	Required	Provided
(6) trees, 3" cal.		(6) trees, 3" cal.

SITE LANDSCAPE REQUIREMENTS

- 20% of the site shall be landscaped.
- Ten (10) trees plus one (1) tree per 2,000 s.f., or fraction thereof, of street yard area over 10000 s.f.
- Two (2) ornamental trees may be substituted for one (1) required large tree up to 50% of required large trees.
- One (1) shrub per 50 s.f. of required landscape area.
- 10% of the required landscape area shall be ground cover.
- 100% of the required landscape area shall be located in the front of and along the side of buildings with street frontage.
- No less than 30% of the total requirement shall be located in the front of and along the side of buildings with street frontage. 100% of the total requirement shall be located in the front of and side of buildings with street frontage in industrial zoning districts.

Total Site Area: 111,026 s.f.	
Total Streetyard Area: 79,635 s.f.	
Required	Provided
22,205 (20%)	43,397 (39%)
(45) trees, 3" cal.	(40) trees, 3" cal.
(444) shrubs, 5 gal.	(10) orn. trees, 2" cal.
2,221 s.f. groundcover (10%)	(444) shrubs, 5 gal.
	2,325 s.f. groundcover (10%)

PARKING LOT LANDSCAPE REQUIREMENTS

- 10' landscape buffer is required between property lines and parking lots.
- 36" ht. parking lot screen is required along all street frontages.
- Parking Lot landscape area requirements shall be based upon the percentage of parking located between the building facade and the R.O.W.
 - Less than 25% = 15 s.f. per parking stall
 - 25% - 75% = 20 s.f. per parking stall
 - Greater than 75% = 30 s.f. per parking stall
- No required parking space may be located more than 80' from a trunk of a tree.
- All planting islands shall contain a tree. Two (2) ornamental trees may be substituted where a light pole is proposed.

Parking between building and R.O.W.: 95 stalls (100%)	
Required	Provided
10' landscape buffer	10' landscape buffer
36" parking screen	36" parking screen
2,850 s.f. landscape area	4,023 s.f. landscape area

PLANT LIST

SYMBOL	BOTANICAL NAME	COMMON NAME	QTY.	SIZE	REMARKS
CM	<i>Lagerstroemia indica</i> 'Natchez'	Crape Myrtle 'Natchez'	4	30 gal.	container grown, 3-5 trunk, no cross canes, 8" ht., 4" spread, matching
DW	<i>Chilopsis linearis</i>	Desert Willow	10	3" cal.	container grown, 3-5 trunk, 10" ht. min., 7" spread min.
LE	<i>Ulmus parvifolia</i> 'Sempervirens'	Lacebark Elm	12	3" cal.	container grown, 12" ht., 4" spread, 4" branching ht., matching
LO	<i>Quercus virginiana</i>	Live Oak	8	3" cal.	container grown, 12" ht., 4" spread, 4" branching ht., matching
RB	<i>Cercis canadensis</i> 'Oklahoma'	Oklahoma Redbud	6	30 gal.	container grown, 8" ht., 4" spread min.
SO	<i>Quercus shumardi</i>	Shumard Red Oak	10	3" cal.	container grown, 12" ht., 4" spread, 4" branching ht., matching
AB	<i>Abelia grandiflora</i> 'Edward Goucher'	Dwarf Abelia 'Edward Goucher'	73	5 gal.	container full, 24" spread, 36" o.c.
DCM	<i>Lagerstroemia</i> 'Garnet I'	Dwarf Crape Myrtle Cherry Dazzle	16	5 gal.	container full, 20" spread, 24" o.c.
LIR	<i>Liriope muscari</i> 'Big Blue'	Liriope 'Big Blue'	940	4" pots	container full top of container, 12" o.c.
NRS	<i>Ilex</i> spp. 'Nellie R. Stevens'	Nellie R. Stevens Holly	41	7 gal.	container full to base, 36" ht., 36" o.c.
RY	<i>Hesperaloe parviflora</i>	Red Yucca	32	5 gal.	container full
SG	<i>Salvia greggii</i> 'Coral'	Salvia Greggii 'Coral'	80	5 gal.	container full, 20" spread
PJ	<i>Juniperus chinensis</i> 'Pfitzeriana'	Pfitzer Juniper	137	5 gal.	container full, 24" spread, 24" o.c.
SY	<i>Yucca recurvifolia</i>	Softleaf Yucca	22	5 gal.	container full
TS	<i>Leucophyllum frutescens</i> 'Green Cloud'	Texas Sage 'Green Cloud'	43	5 gal.	container full, 20" spread, 36" o.c.
WC	<i>Eurocyathus fortunei</i> 'Coloratus'	Wintercreeper	1,380	4" pots	container (3) 12" runners min., 12" o.c.
CG	<i>Cynodon dactylon</i>	Common Bermudagrass			refer to notes
MG	MISCELLANEOUS	Decomposed Granite			4" depth

NOTE: ALL TREES SHALL HAVE STRAIGHT TRUNKS AND BE MATCHING WITHIN VARIETIES.
PLANT LIST IS AN AID TO BIDDERS ONLY. CONTRACTOR SHALL VERIFY ALL QUANTITIES ON PLAN.
ALL HEIGHTS AND SPREADS ARE MINIMUMS. ALL PLANT MATERIAL SHALL MEET OR EXCEED REMARKS AS INDICATED.

LANDSCAPE NOTES

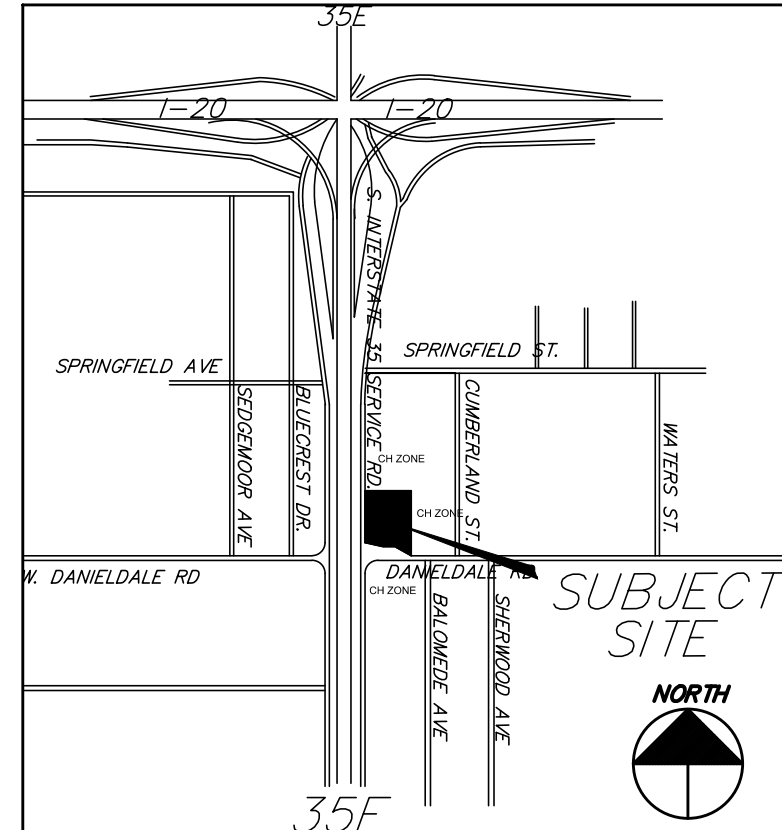
- CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED SITE ELEMENTS AND NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES. SURVEY DATA OF EXISTING CONDITIONS WAS SUPPLIED BY OTHERS.
- CONTRACTOR SHALL LOCATE ALL EXISTING UNDERGROUND UTILITIES AND NOTIFY LANDSCAPE ARCHITECT OF ANY CONFLICTS. CONTRACTOR SHALL EXERCISE CAUTION WHEN WORKING IN THE VICINITY OF UNDERGROUND UTILITIES.
- CONTRACTOR SHALL PROVIDE A MINIMUM 2% SLOPE AWAY FROM ALL STRUCTURES.
- CONTRACTOR SHALL FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS AS INDICATED. LEAVE AREAS TO RECEIVE TOPSOIL 3" BELOW FINAL FINISHED GRADE IN PLANTING AREAS AND 1" BELOW FINAL FINISHED GRADE IN LAWN AREAS.
- ALL PLANTING BEDS AND LAWN AREAS SHALL BE SEPARATED BY STEEL EDGING. NO STEEL EDGING SHALL BE INSTALLED ADJACENT TO BUILDINGS, WALKS, OR CURBS. CUT STEEL EDGING AT 45 DEGREE ANGLE WHERE IT INTERSECTS WALKS AND CURBS.
- TOP OF MULCH SHALL BE 1/2" MINIMUM BELOW THE TOP OF WALKS AND CURBS.
- ALL LAWN AREAS SHALL BE SOLID SOD BERMUDAGRASS, UNLESS OTHERWISE NOTED ON THE DRAWINGS.
- ALL REQUIRED LANDSCAPE AREAS SHALL BE PROVIDED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM WITH RAIN AND FREEZE SENSORS AND EVAPOTRANSPIRATION (ET) WEATHER-BASED CONTROLLERS AND SAID IRRIGATION SYSTEM SHALL BE DESIGNED BY A QUALIFIED PROFESSIONAL AND INSTALLED BY A LICENSED IRRIGATOR.
- CONTRACTOR SHALL PROVIDE BID PROPOSAL LISTING UNIT PRICES FOR ALL MATERIAL PROVIDED.
- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED LANDSCAPE AND IRRIGATION PERMITS.

MAINTENANCE NOTES

- THE OWNER, TENANT AND THEIR AGENT, IF ANY, SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPE.
- ALL LANDSCAPE SHALL BE MAINTAINED IN A NEAT AND ORDERLY MANNER AT ALL TIMES. THIS SHALL INCLUDE MOWING, EDGING, PRUNING, FERTILIZING, WATERING, WEEDING AND OTHER SUCH ACTIVITIES COMMON TO LANDSCAPE MAINTENANCE.
- ALL LANDSCAPE AREAS SHALL BE KEPT FREE OF TRASH, LITTER, WEEDS AND OTHER SUCH MATERIAL OR PLANTS NOT PART OF THIS PLAN.
- ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AS IS APPROPRIATE FOR THE SEASON OF THE YEAR.
- ALL PLANT MATERIAL WHICH DIES SHALL BE REPLACED WITH PLANT MATERIAL OF EQUAL OR BETTER VALUE.
- CONTRACTOR SHALL PROVIDE SEPARATE BID PROPOSAL FOR ONE YEAR'S MAINTENANCE TO BEGIN AFTER FINAL ACCEPTANCE.

VICINITY MAP

NOT TO SCALE



GENERAL LAWN NOTES

- CONTRACTOR SHALL COORDINATE OPERATIONS AND AVAILABILITY OF EXISTING TOPSOIL WITH ON-SITE CONSTRUCTION MANAGER.
- CONTRACTOR SHALL LEAVE LAWN AREAS 1" BELOW FINAL FINISHED GRADE PRIOR TO TOPSOIL INSTALLATION.
- CONTRACTOR SHALL FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS AS INDICATED ON CIVIL PLANS. ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
- ALL LAWN AREAS SHALL BE FINE GRADED, IRRIGATION TRENCHES COMPLETELY SETTLED AND FINISH GRADE APPROVED BY THE OWNER'S CONSTRUCTION MANAGER OR LANDSCAPE ARCHITECT PRIOR TO LAWN INSTALLATION.
- CONTRACTOR SHALL REMOVE ALL ROCKS 3/4" DIAMETER AND LARGER, DIRT CLODS, STICKS, CONCRETE SPOILS, ETC. PRIOR TO PLACING TOPSOIL AND LAWN INSTALLATION.
- CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL ACCEPTANCE. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO: MOWING, WATERING, WEEDING, CULTIVATING, CLEANING AND REPLACING DEAD OR BARE AREAS TO KEEP PLANTS IN A VIGOROUS, HEALTHY CONDITION.
- CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT FROM LOCAL SUPPLY IF NECESSARY.

SOLID SOD NOTES

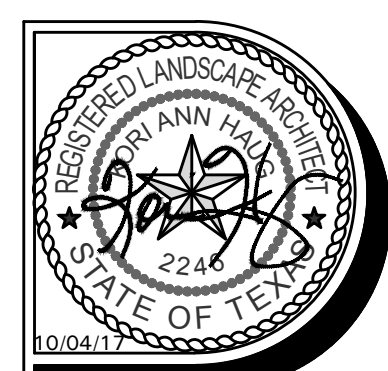
- PLANT SOD BY HAND TO COVER INDICATED AREAS COMPLETELY. ENSURE EDGES OF SOD ARE TOUCHING. TOP DRESS JOINTS BY HAND WITH TOPSOIL TO FILL VOIDS.
- ROLL GRASS AREAS TO ACHIEVE A SMOOTH, EVEN SURFACE, FREE FROM UNNATURAL UNDULATIONS.
- WATER SOD THOROUGHLY AS SOD OPERATION PROGRESSES.
- IF INSTALLATION OCCURS BETWEEN SEPTEMBER 1 AND MARCH 1, OVER-SEED BERMUDAGRASS SOD WITH WINTER RYEGRASS, AT A RATE OF FOUR (4) POUNDS PER ONE THOUSAND (1000) SQUARE FEET.

OWNER / DEVELOPER:
135 DANIELDALE LLC
5401 N. CENTRAL EXPRESSWAY
SUITE 310
DALLAS, TX 75205
214.272.4026

CIVIL ENGINEER:
BENESCH ENGINEERS
3226 KIMBALL AVE
MANHATTAN, KS 66503
785.539.2202

SLEEP INN / MAINSTAY HOTEL
BEING A PART
2.55 ACRE TRACT
LOTS 1 & 2, BLOCK 1
SILAS B. RUNYON SURVEY, ABSTRACT NO. 1199
CITY OF LANCASTER
DALLAS COUNTY, TEXAS

4245 North Central Expy
Suite 501
Dallas, Texas 75205
214.865.7192 office

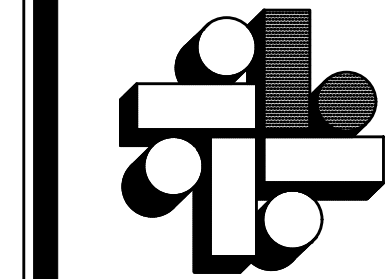


date: 3/14/17
project no: 201703
drawn by: APF
checked by: KAH
revisions:

Landscape Plan

MAINSTAY / SLEEP INN LANCASTER, TEXAS OWNER: 35 DANIELDALE, LLC

BIEBERLY
ARCHITECTS
227 north santa fe, suite 302
north fort worth, tx 76111
phone: 817-492-1211
fax: 817-492-1211
e-mail: daniel@bieberlyarchitects.com



sheet no.

L2.01

of .

EXHIBIT A

(Permitted Uses in Commercial Highway)

Land Uses:

P = Permitted **A** = Accessory Use **S** = SUP **+** = Permitted with Conditions

Permitted land uses:

Rural & Animal-Related

Agricultural Uses on Un-Platted Land
Animal Boarding/Kennel *without* Outside Pens
Animal Clinic for small animals, no outdoor pens +
Animal Hospital, Clinic

Residential & Lodging

Accessory Building +
Caretakers Quarters/Domestic or Security Unit
Hotel or Motel
Loft

Institutional & Community Service

Blood Plasma Donor Center
Child Care Facility
Church/House of Worship +
College, University, or Seminary
Convalescent Care Facility/Nursing Home +
Day Care (child or adult)
Emergency Ambulance Services, Ground
Government Facility
Hospice
Hospital
Library, Art Gallery or Museum (Public)
Mortuary or Funeral Chapel
Post Office, Local Service
Post Office, Regional
Public School Primary, Secondary, Senior (Includes a Charter School) +
Social Service Provider, not Rescue Mission or Shelter
Temporary Educational Building +

Office & Professional

Bank, Savings and Loan, Credit Union or similar Financial Institution with Drive Through + (See Definitions)

Bank, Savings and Loan, Credit Union or similar Financial Institution without Drive-Through (See Definitions)

Office, General

Office Building, less than 5,000 s.f.

Office Building, 5,000 s.f. or more

Recreation, Entertainment & Amusement

Commercial Amusement/ Recreation (Inside) +

Community or Recreation Club, Public or Private (Accessory)

Country Club, Private

Fund Raising Events by Non-Profit, Indoor or Outdoor, Temporary+

Gun Club, Skeet or Target Range (Indoor)

Health Club

Private Club, Lodge or Fraternal Organization

Public Park or Playground

Tennis Courts (Not accessory to a public or private club) +

Retail & Personal Services

Antique/Collectible Store

Astrologer, Hypnotist, or Psychic Art and Science

Banquet Facility

Business School

Catering Service

Christmas Tree Sales Lot & Similar Uses, Temporary +

Copy Center

Display, Incidental +

Garden Supply/Plant Nursery +

General Personal Service

Hair Salon, Manicurist

Laundry, Drop-off/Pickup

Laundry, Self Service

Massage Therapist

Night Club, Discoteque, or Dance Hall

Pet Shop

Real Estate Sales Office, On-site, Temporary +

Restaurant, Less than 2000 Sq. Ft., w/ Drive-Thru +

Restaurant, Less than 2000 Sq. Ft., w/o Drive-Thru

Restaurant, 2000 Sq. Ft. or more, w/ Drive-Thru +

Restaurant, 2000 Sq. Ft. or more, w/o Drive-Thru

Retail Store, 25,000 Sq. Ft. or more

Retail Store, Less than 25,000 Sq. Ft.

Retail store with more than 2 fuel dispensers

Retail store with gasoline product sales limited to 2 fuel dispensers and 4 vehicles

Used Merchandise Store

Studio - Art, Photography or Music

Tailor, Clothing or Apparel Shop
Bail Bond Service

Commercial & Business Services

Building & Landscape Material *with* Outside Storage +
Building Maintenance, Service & Sales *without* Outside Storage
Cemetery/ Mausoleum/ Mortuary
Custom & Craft Work
Electrical, Watch, Clock, Jewelry & Similar Repair
Feed Store, Ranch Supply
Locksmith
Medical or Scientific Research Lab
Research and Technology
Shoe and Boot Repair and Sales
Temporary On-site Construction Office +

Auto & Marine-Related

Boat & Trailer Dealership (New and Used) +
Motor Vehicle Dealership, New & Used (Cars and Light Trucks) +
Parking, Commercial
Parking Lot, non-commercial
Service Station +

Industrial & Manufacturing

Asphalt or Concrete Batch Plant, Temporary +

Wholesale, Distribution & Storage

Cold Storage Plant
Outside Storage +
Warehouse/ Distribution Center
Wholesale Showroom Facility

Utilities, Communications & Transportation

Antenna, Accessory +
Antenna, Dish +
Bus Charter Service & Service Facility
Municipally Owned or Controlled Facilities, Utilities and Uses
Radio Broadcasting
Recording Studio
Satellite Dish +
TV Broadcasting & Other Communication Service
Utilities Holding a Franchise from City of Lancaster

Specific Use Permit

Private School Primary, Secondary, Senior +

Rescue Mission or Shelter for the Homeless
Billiard Parlor or Pool Hall +
Carnival, Circus, or Amusement Ride, Temporary +
Commercial Amusement/ Recreation (Outside)
Golf Driving Range
Private Sports Arena, Stadium or Track
Rental Store, w/o Outside Storage and Display
Bail Bond Service
Furniture or Cabinet Repair
Furniture Upholstery, Refinishing or Resale
Gunsmith Repair and Sales
Heavy Machinery & Equipment (Rental, Sales & Service)
Portable Buildings - Commercial +
Trade School
Auto Repair Garage, Minor +
Car Wash/Auto Detail +
Recreational Vehicle (RV) Sales and Service
Light Assembly & Fabrication
Manufacturing, Light
Mining and Extraction (Sand, Gravel Oil & other) +
Heavy Construction Trade Yard
Mini-warehouse +
Recycling Collection Center
Airport, Heliport or Landing Field
Antenna, Commercial +
Antenna, Commercial, Free-Standing +
Antenna, Commercial, Mounted +
Helipad
Utilities (Non-Municipally owned or Controlled), including Sanitary Landfill, Water Treatment, and Supply, and Wastewater Treatment
Portable Building
Private Streets
Railroad Yard or Shop
Transit Passenger Facility
Utility Installation, Other than Listed
Utility/ Transmission Lines +
Wireless Communication Tower
Automobile Rental

Accessory Uses

Garage

Suburban Mixed-Use Center

Character & Intent

The Suburban Mixed-Use Center will create regional destinations, including entertainment venues, regional oriented retail and lifestyle centers.

Land Use Considerations

Primary Land Uses

Regional retail, urban residential, senior housing, hotels, professional office, restaurants, multi-tenant commercial, live/work/shop units

Secondary Land Uses

Civic and institutional uses, parks

Precedent Photos



Commercial Corridor

Character & Intent

The Commercial Corridor focuses on single and multi-tenant commercial developments along major transportation routes in the City. Typically, commercial corridors are adjacent to the Suburban Neighborhood Place Types providing everyday goods and services for residents. Commercial corridors are also automobile oriented and readily accessible by car from nearby neighborhoods.

Land Use Considerations

Primary Land Uses

Retail, restaurants, multi-tenant commercial, junior anchor commercial

Secondary Land Uses

Civic and institutional uses, parks

Precedent Photos



MINUTES
PLANNING & ZONING COMMISSION REGULAR MEETING OF OCTOBER 3, 2017

The Planning and Zoning Commission of the City of Lancaster, Texas, met in a Regular session in the City Council Chambers of City Hall on October 3, 2017 at 7:00 p.m. with a quorum present to-wit:

Commissioners Present:

Chair Racheal Hill
Vice Chair Isabel Aguilar
Cynthia Johnson
Jeremy Reed
Karen Collins

City Staff:

Bester Munyaradzi, Senior Planner
Emma Chetuya, Planner
Terrence Welch, City Attorney
Kelley Frazier, Development Coordinator
Dale Jackson, Building Official

Call to order:

Chair Hill called the meeting to order at 7:00 p.m. on October 3, 2017.

Consent Agenda:

1. Consider approval of minutes from the Planning and Zoning Commission Regular Meeting held on July 11, 2017.
2. Consider approval of minutes from the Planning and Zoning Commission Regular Meeting held on August 1, 2017.
3. Consider approval of minutes from the Planning and Zoning Commission Regular Meeting held on September 5, 2017.

Public Hearing:

4. **Z17-07 Conduct a Public Hearing and consider a rezoning request from Planned Development- Neighborhood Services (PD-NS) to Light Industrial (LI). The property is approximately 6.52 acres of land, located on the northeast corner of Balmorhea Drive and N. Dallas Avenue. The property is addressed as 3700 N. Dallas Avenue and described as Lot 2R, Block A, VanTrust I-20 Logistics Addition in the Smith Elkins Survey, Abstract number 430 City of Lancaster, Dallas County, Texas.**
5. **Z 17-08 Conduct a Public Hearing and consider a rezoning request from Commercial Highway (CH) to Planned Development-Commercial Highway (PD-CH) to allow an extended stay hotel located on the northeast corner of Interstate Highway 35E and Daniieldale Road and contains approximately 2.55 acres of land. The property is more particularly described as a tract of land situated in the Silas B. Runyon Survey, Abstract No.1199, City of Lancaster, Dallas County, Texas.**

Planner Chetuya shared that item 5 is a rezoning request from Commercial Highway (CH) to Planned Development-Commercial Highway (PD-CH) for the purpose of allowing 50% of the Sleep Inn/Mainstay Hotel to permit for extended stay guests and 50% of the hotel to allow for hotel guests. While a Hotel use is allowed in the CH zoning district, a Residence Hotel use is not allowed in CH zoning. The developer is proposing to include kitchenettes in 50% of the rooms on the property. The inclusion of the kitchenettes would cause those rooms to be classified as a Residence Hotel. To accommodate the needs of this particular hotel request, a rezoning is required. Planner Chetuya shared the five factors to be consider when a zoning change is requested. With the recent addition of a conference room to the plan being considered, the development standards will be amended to allow for a 635 square foot conference room. Therefore, there will be an amendment to the site plan which includes 4 off-site parking spaces; in addition, to the nine parking spaces. Staff recommends approval of the request.

Vice Chair Aguilar inquired if item 5 would be two separate hotels under one company. Planner Chetuya confirmed Vice Chair Aguilar's inquiry.

Vice Chair Aguilar inquired about the intended audience for this hotel. Planner Chetuya indicated item 5 would be intended for business travelers.

Vice Chair Aguilar requested from staff if the extended stay hotel would keep the appearance of the surrounding businesses. Planner Chetuya replied the branded hotel will maintain their brand while meeting the City's guidelines.

Chair Hill opened the public hearing.

Laura Villa, 3525 Cumberland St, inquired if the zoning change would affect residential taxes. Chair Hill acknowledged the inquiry and shared that the Commissioners are unable to answer her question.

MOTION: Vice Chair Aguilar made a motion, seconded by Commissioner Reed to close the public hearing. The vote was cast 5 for, 0 against.

Vice Chair Aguilar indicated that while she is in favor with the growth and development of the City, but is concerned that this property could become unsafe and wants to ensure that City staff stays with the property for safety reasons.

MOTION: Commissioner Reed made a motion, and seconded by Vice Chair Aguilar to approve item 5 with the revised site plan and amended development standards as presented. The vote was cast 5 for, 0 against.

Action:

6. **Discuss and consider an off-site parking agreement between Lots 1 and 2. Lots 1 and 2 are respectively addressed as 3508 N and 3504 N I-35E in Block 1 of the Carona Addition. The property is more particularly described as a tract of land situated in the Silas B. Runyon Survey, Abstract No.1199, City of Lancaster, Dallas County, Texas**

LANCASTER CITY COUNCIL

City Council Regular Meeting

9.

Meeting Date: 10/09/2017

Policy Statement: This request supports the City Council 2017-2018 Policy Agenda

Goal(s): Professional & Committed City Workforce

Submitted by: Opal Mauldin-Jones, City Manager

Agenda Caption:

Consider confirmation of Interim Fire Chief of the Lancaster Fire Department; and administer Oath of Office.

Background:

Section 143.013 of the Texas Local Government Code requires the appointment of a person as head of the fire department to be confirmed by the municipality's governing body.

Chief Robert Franklin has voluntarily requested to be remanded back into civil service for the City of Lancaster where he will be placed in his former rank as Battalion Chief pursuant to Texas Local Government Code Chapter 143.013.

In September 2017, we entered into a Professional Services Agreement with Strategic Government Resources (SGR) to provide an interim assignment for Fire Chief.

Chief Ricky Frye served the City of Hurst from 1977-2002 where he rose to the ranks of Fire Chief and served as Chief for seven years before retiring. Chief Frye has continued his work in retirement as an Assistant Professor for Tarrant County College and consulting work in partnership with Strategic Government Resources.

Public Information Considerations:

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

Recommendation:

The City Manager respectfully requests confirmation of Ricky D. Frye as Interim Fire Chief for the Lancaster Fire Department.

Attachments

Resume

Ricky D. Frye
8106 Godley Road
Granbury, Texas 76049

Qualifications

Thirty-nine years of progressive fire service experience in all areas of fire protection, administration, prevention, code enforcement, and community development. Seven years as a Fire Chief/Emergency Management Coordinator. Fourteen years Program Coordinator/Assistant Professor in Fire Technology, Eight years of service as a City Councilman and Mayor of Granbury, Texas.

Experience

Tarrant County College (Currently)

Assistant Professor, Fire Technology Program Coordinator 2002 – Present

Instructor and Coordinator for AAS degree program in Fire Technology.

City of Hurst, Texas 1977 - 2002

Fire Chief and Emergency Management Coordinator, 1995 - 2002

Responsibilities included total operation of the Fire Department and Emergency Management. As a Department Director, served on the Development Review Committee, project management responsibility for a new fire station, development of fire department based advanced life support ambulance transportation, fire and building code adoption and enforcement, and development of a comprehensive Emergency Operations Plan.

Assistant Fire Chief 1994 – 1995

Responsibilities included fire operations and training.

Related Experience

Granbury City Council Member 1987 – 1990 Granbury Mayor 1990 – 1995

Past President Tarrant County Fire Chief's Association

Past President North Central Texas Fire Chief's Association

Past President Northeast Fire Department Association (Haz-Mat and Bomb Unit)

Faculty Senate Tarrant County College

Co-Chairman Professional Development Committee Tarrant County College

Chairman of Campus Safety Committee

Education

BBA Tarleton State University

Graduate of the Community College Leadership Institute University of North Texas

Master Structural Firefighter, Instructor Texas and Advanced Inspector Commission on Fire Protection

LANCASTER CITY COUNCIL

City Council Regular Meeting

10.

Meeting Date: 10/09/2017

Policy Statement: This request supports the City Council 2017-2018 Policy Agenda

Goal(s): Professional & Committed City Workforce

Submitted by: Sorangel O. Arenas, City Secretary

Agenda Caption:

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

Background:

As prescribed in the City Council Rules and Procedures as amended September 2016, Section D. City Council Agenda Process, Subsection 1.b., Deputy Mayor Pro Tem Nina Morris requested that an item be included on the agenda for the purpose of discussing the City Manager.

Executive Session matters.

LANCASTER CITY COUNCIL

City Council Regular Meeting

11.

Meeting Date: 10/09/2017

Policy Statement: This request supports the City Council 2017-2018 Policy Agenda

Goal(s): Professional & Committed City Workforce

Submitted by: Sorangel O. Arenas, City Secretary

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.