



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



Monday, April 22, 2019 - 7:00 PM

5:30 P.M. DINNER:

(There may or may not be a quorum of City Council members present for dinner. No City business will be transacted.)

7:00 P.M. REGULAR MEETING:

CALL TO ORDER

INVOCATION: Ministerial Alliance

PLEDGE OF ALLEGIANCE: Mayor Pro Tem Marco Mejia

RECOGNITION: Lancaster Independent School District

PROCLAMATION: Motorcycle Safety and Awareness Month and Lancaster Historical Society

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 January 14, 2019.
2. Consider a resolution authorizing the award of Bid #2019-2 for Janitorial Services to Oriental Building Services, Inc. in the amount of \$144,835.60.
3. 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 Brasscraft Manufacturing Company.
4. Consider a resolution supporting the 2020 Census, establishing the City of Lancaster Complete Count Committee, and confirming appointments to said committee.
5. Consider declaring a certain board, commission or committee position(s) vacant due to resignation.

PUBLIC HEARING:

6. Z19-08 Conduct a public hearing and consider an ordinance for a rezoning request from Agricultural Open (A-O) to Single Family-Estate (SF-E). The property is located south of Lomita Drive and east of Meadowlark Lane and is addressed as 1640 Meadowlark Lane. It is further described as Lot 12, Block 3 in Abstract No. 128 CH Barnard Survey, Lancaster, Dallas County, Texas.

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 April 18, 2019 @ 5:00 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: 04/22/2019

Policy Statement: This request supports the City Council 2018-2019 Policy Agenda

Goal(s): Professional and Committed City Workforce

Submitted by: Sorangel O. Arenas, City Secretary

Agenda Caption:

Consider approval of minutes from the City Council Regular Meeting held on January 14, 2019.

Background:

Attached for your review and consideration are minutes from the City Council Regular Meeting held on January 14, 2019.

Attachments

January 14, 2019 Minutes

MINUTES

LANCASTER CITY COUNCIL REGULAR MEETING OF JANUARY 14, 2019

The City Council of the City of Lancaster, Texas, met in a called Regular Session in the Council Chambers of City Hall on January 14, 2019 at 7:00 p.m. with a quorum present to-wit:

Councilmembers Present:

Mayor Clyde C. Hairston
Carol Strain-Burk
Deputy Mayor Pro Tem Stanley Jaglowski
Mayor Pro Tem Marco Mejia
Derrick D. Robinson
Racheal Hill
Nina Morris (Items 1-10)

City Staff Present:

Opal Mauldin-Jones, City Manager
Rona Stringfellow, Deputy City Manager
Fabrice Kabona, Assistant City Manager
Baron Sauls, Finance Director
Kenneth Johnson, Fire Chief
Shane Shepard, Director of Economic Development
Charley Miller, Assistant Police Chief
Jermaine Sapp, Director of Equipment Services and Facilities
Andrew Waits, Interim Assistant Public Works Director
Bester Munyaradzi, Senior Planner
Katherine Hail, Animal Control Officer
Than Nguyen, City Engineer
Kellen Benbrook, Airport Manager
Delajer Walker, E.C. & E.M. Superintendent
Jasmine Carr, Community Programs Coordinator
David T. Ritter, City Attorney
Sorangel O. Arenas, City Secretary

Call to Order:

Mayor Hairston called the meeting to order at 7:01 p.m. on January 14, 2019.

Invocation:

Co-Pastor Katrina Potts gave the invocation.

Pledge of Allegiance:

Councilmember Morris led the pledge of allegiance.

Citizens' Comments:

Neil Terasoff, 322 S. Houston School Road, expressed his concerns on the construction of a new City Hall, the conditions of the Animal Shelter Facility, and the maintenance of the City's streets and roads.

Miracle Bennett, 162 Southwood, expressed similar concerns as Mr. Terasoff. Also, she expressed staffing concerns of the Police Department.

Lee Schmitt, 844 E. Beltline Road, expressed his financial concerns on the proposed

construction of a new City Hall and similar concerns as the previous residents.

Walter Weaver, 411 S. Centre, voiced his commitment to the City and conveyed his opposition of the construction of a new City Hall as well as the conditions of the City's streets.

Frank Mejia, 1500 W. Main Street, expressed similar concerns as the previous residence.

Evelin DeLoSantos, 205 Creekwood Drive, stated similar concerns regarding new City Hall, streets and roads, and the Animal Shelter Facility.

Stephanie Rippe, 1708 S. Houston School Road, agreed with all comments mentioned and expressed her concerns regarding the City's tax rate.

David Baugher, 1531 W. Main Street, communicated that the City has an excellent education system and appreciation the construction of the new roads.

Jasmine Carr, 211 N. Henry Street, registered to speak but was unavailable when called upon.

Consent Agenda:

City Secretary Arenas read the consent agenda.

1. **Consider approval of minutes from the City Council Regular Meeting held on November 12, 2018.**
2. **Consider a resolution approving the terms and conditions of the Grant Agreement for the Routine Airport Maintenance Program by and between the City of Lancaster, as Airport Sponsor, and the Texas Department of Transportation, on behalf of the State of Texas; authorizing matching funds in the amount of fifty thousand dollars (\$50,000.00) at the Lancaster Regional Airport.**
3. **Consider a resolution approving the terms and conditions of an interlocal agreement by and between the City of Lancaster and the North Central Texas Council of Governments (NCTCOG) for the purpose of actuarial services.**
4. **Consider a resolution adopting the Economic Development Strategic Plan.**
5. **Consider a resolution authorizing Dallas County to resell 2726 Cedardale Road, 3210 Houston School Road, 3212 Houston School Road, 4152 Portwood Drive, tax foreclosed properties, by public or private sell, to the highest qualified purchaser, as provided by Section 34.05 of the Texas Property Tax Code.**
6. **Consider a resolution authorizing Dallas County to resell 1204 South Houston School Road (struck off to Dallas County), tax foreclosed property, by public or private sell, to the highest qualified purchaser, as provided by Section 34.05 of the Texas Property Tax Code.**
7. **Consider a resolution approving the terms and conditions of a professional service agreement with Dunaway Associates to update the Parks, Recreation and Open Space Master Plan for an amount not to exceed one hundred two thousand seven hundred seventy-five dollars (\$102,775).**

8. **Consider a resolution approving the terms and conditions of an agreement with Half Associates to update the 2006 Streetscape Master Plan, authorizing the City Manager to sign a professional services agreement in an amount not to exceed eighty thousand dollars (\$80,000).**

MOTION: Councilmember Morris made a motion, seconded by Councilmember Strain-Burk to approve consent items 1 through 8. The vote was cast 7 for, 0 against

9. **The City Council shall convene into closed executive session pursuant to:**
 - a. **Section §551.072, Texas Gov't Code to deliberate the purchase, exchange, lease, or value of real property on the position of the governmental body in negotiations with a third person and**
 - b. **Section §551.071(1)(A) to receive information on the following: (1) pending or contemplated litigation matter regarding comprehensive plan amendment and/or zoning; and (2) substandard property litigation regarding real property on Reindeer Road.**
10. **Reconvene into open session. Consider and take appropriate action(s), if any, on closed/executive session matters.**

The City Council recessed for Executive Session at 7:28 p.m. and reconvened into open session at 9:00 p.m.

11. **Z17-11 Conduct a Public Hearing and consider a rezoning request for remaining portions of the property located approximately 1,200 feet east of I-35E and 200 feet south of I-20 Frontage Road from SF-6 Single Family Residential to Light Industrial (LI). The properties consist of a portion of Oak Farms Boulevard, and the Slope and Grading Easement along Patman Drive, Brantley Drive and Eaton Avenue within the Daniieldale Resubdivision, being recorded in Volume 35, Page 213, Lancaster, Dallas County, Texas.**

City Manager Mauldin-Jones spoke on item 11 to conduct a Public Hearing and consider a rezoning request from SF-6 Single Family Residential to Light Industrial (LI). The property is located on the east side of Oak Farms Boulevard and is approximately 200 feet south of I-20 Frontage Road. She mentioned that the property is approximately 3 acres in size. On March 26, 2018, the City Council approved the request to rezone 21.43 acres of the Daniieldale Subdivision from SF-6 to LI. The slope and grading easement and Oak Farms Boulevard were not rezoned with the rest of the property as they were pending abandonment. On November 12, 2018, City Council approved the request to abandon the slope and grading easement and a portion of Eaton Avenue. On December 4, 2018, the Planning and Zoning Commission recommended approval and staff concurs with the request. On November 21, 2018, a notice for this public hearing appeared in the Focus Daily Newspaper. Twenty-nine (29) notifications were mailed to owners that were within 200 feet of the subject property and a zoning sign was placed on the property. There were no letters received in support or opposition of item 11.

Mayor Hairston opened the public hearing.

Thomas Hillsman, representing the applicant, 6519 Westgate Drive, Dallas, Texas, spoke in favor of item 11.

MOTION: Councilmember Strain-Burk made a motion, seconded by Mayor Pro Tem Mejia to close the public hearing. The vote was cast 6 for, 0 against [Morris absent].

MOTION: Councilmember Strain-Burk made a motion, seconded by Mayor Pro Tem Mejia to approve item 11. The vote was cast 6 for, 0 against [Morris absent].

12. **Z18-17 Conduct a public hearing and consider a Specific Use Permit (SUP) request for an in-home daycare at the property addressed as 1101 Oakbluff Drive; Lot 18 Block 15 in the Meadow Creek Estates Subdivision. The property is located within the Bledsoe Survey, Abstract 113 City of Lancaster, Dallas County, Texas.**

City Manager Mauldin-Jones spoke on item 12 and shared that the Lancaster Development Code (LDC) requires in-home day cares to obtain a Specific Use Permit (SUP) in all Residential zoning districts. On November 21, 2018 a notice for this public hearing appeared in the Focus Daily Newspaper. Sixteen (16) notifications of this public hearing were mailed to owners that are within 200 feet of the subject property and a zoning sign was placed on the property. One (1) letter was received in support of this request and no letters received in opposition of this request. On December 4, 2018 the Planning and Zoning Commission recommended approval of the request with the following conditions: 1) Less than six (6) children under the age of two and half years old (2 1/2) being kept on the first floor with a level of exit discharge. 2) If more than five (5) children under the age of two and half years old (2 1/2) are kept on the premise, an automatic fire sprinkler system is required. 3) Compliance with Home Occupation Regulations. 4) Confirmation by Animal Services that all animals kept on-site meet state and local regulations regarding immunizations and microchipping. Staff concurs with the Planning and Zoning Commission.

Mayor Hairston opened the public hearing.

There were no speakers.

MOTION: Deputy Mayor Pro Tem Jaglowski made a motion, seconded by Councilmember Strain-Burk to close the public hearing. The vote was cast 6 for, 0 against [Morris absent].

MOTION: Councilmember Strain-Burk made a motion, seconded by Councilmember Hill to approve item 12. The vote was cast 6 for, 0 against [Morris absent].

13. **Z18-18 Conduct a public hearing and consider a Specific Use Permit (SUP) request for an in-home daycare at a property addressed as 1230 River Oaks Circle; Lot 2 Block 2 in Pleasant Run Estates Subdivision. The property is located within the City of Lancaster, Dallas County, Texas.**

City Manager Mauldin-Jones spoke on item 13 and shared that the Lancaster Development

Code (LDC) requires in-home day cares to obtain a Specific Use Permit (SUP) in all Residential zoning districts. This is a request for an in-home daycare for up to (twelve) 12 children. The in-home daycare has been designated as a Listed Home by the State and in operation since 2013. On November 21, 2018 a notice for this public hearing appeared in the Focus Daily Newspaper. Fifteen (15) notifications of this public hearing were mailed to owners that are within 200 feet of the subject property. There were two (2) letters received in support of this request and one (1) letter received neither in opposition or support of item 13. On December 4, 2018 the Planning and Zoning Commission recommended approval of the request with the following conditions: 1) Less than six (6) children under the age of two and half years old (2 1/2) being kept on the first floor with a level of exit discharge. 2) If more than five (5) children under the age of two and half years old (2 1/2) are kept on the premise, an automatic fire sprinkler system is required. 3) Compliance with Home Occupation Regulations. 4) Confirmation by Animal Services that all animals kept on-site meets state and local regulations regarding immunizations and microchipping. Staff concurs with the Planning and Zoning Commission.

Mayor Hairston opened the public hearing.

There were no speakers.

MOTION: Councilmember Strain-Burk made a motion, seconded by Deputy Mayor Pro Tem Jaglowski to close the public hearing. The vote was cast 6 for, 0 against [Morris absent].

MOTION: Councilmember Strain-Burk made a motion, seconded by Deputy Mayor Pro Tem Jaglowski to approve item 13. The vote was cast 6 for, 0 against [Morris absent].

- 14. Z18-19 Conduct a public hearing and consider a Specific Use Permit (SUP) request for in-home daycare at a property addressed as 1513 Honey Bee Lane; Lot 28, Block D in the Meadowview Phase Two Subdivision. The property is located within the J.L. Samson Survey, Abstract No. 1311 within the City of Lancaster, Dallas County, Texas.**

City Manager Mauldin-Jones spoke on item 14 and shared that the Lancaster Development Code (LDC) requires in-home day cares to obtain a Specific Use Permit (SUP) addressed at 1513 Honey Bee Lane. On November 21, 2018 a notice for this public hearing appeared in the Focus Daily Newspaper. Twenty-nine (29) notifications were mailed to owners that are within 200 feet of the subject property and a zoning sign was placed on the property. There were two (2) letters received in support of this request and no letters received in opposition of this request. On December 4, 2018 the Planning and Zoning Commission, recommended approval of the request with the following conditions: 1) Less than six (6) children under the age of two and half years old (2 1/2) being kept on the first floor with a level of exit discharge. 2) If more than five (5) children under the age of two and half years old (2 1/2) are kept on the premise, an automatic fire sprinkler system is required. 3) Compliance with Home Occupation Regulations. 4) Confirmation by Animal Services that all animals kept on-site meets state and local regulations regarding immunizations and microchipping. Staff concurs with the Planning and Zoning Commission.

Mayor Hairston opened the public hearing.

There were no speakers.

MOTION: Councilmember Hill made a motion, seconded by Councilmember Strain-Burk to close the public hearing. The vote was cast 6 for, 0 against [Morris absent].

MOTION: Councilmember Strain-Burk made a motion, seconded by Deputy Mayor Pro Tem Jaglowski to approve item 14. The vote was cast 6 for, 0 against [Morris absent].

15. **M19-03 Discuss and consider a resolution accepting five (5) water line easements (an 18,320 square feet or .4206 acre water easement, a 513 square feet or .0118 acre water easement, a 445 square feet or .01 acre water easement, a 444 square feet or .01 square feet water easement and an 18,347 square feet or .421 acre water easement) from CSHV 20/35, LLC, Grantor, to the City of Lancaster for the installation, construction, operation, maintenance, replacement, repair, upgrade and/or removal of a waterline and all necessary or desirable structures, facilities and appurtenances necessary to provide a secondary and separate connection to the City water system; establishing conditions, providing for the furnishing of certified copy of this resolution for recording in the property records of Dallas County, Texas as a deed.**

City Manager Mauldin-Jones spoke on item 15 and mentioned that the five (5) water line easements to serve Lot 10, Block 1 for Park 20/35. The property to be served by these lines consists of 14.73 acres and is located north of Cedardale Road and approximately 1,080 feet south of Danieldale Road. The Water and Waste Water Superintendent verified that the proposed location of the water easements is acceptable. Staff recommended approval of the item 15.

MOTION: Councilmember Strain-Burk made a motion, seconded by Deputy Mayor Pro Tem Jaglowski to approve item 15. The vote was cast 6 for, 0 against [Morris absent].

16. **Consider a resolution approving the terms and conditions of an amendment to the contract with Tiseo Paving Company in an amount not to exceed seventy-six thousand five hundred forty-eight dollars and twenty-one cents (\$76,548.21).**

City Manager Mauldin-Jones spoke on item 16 and shared that City Council approved resolution 2015-12-94 authorizing a contract with Tiseo Paving Company on December 14, 2015 for the reconstruction and water/wastewater improvements to Danieldale Road. This roadway project is substantially complete. This amendment is needed to finalize the construction contract as the agreement was not to exceed five million two hundred ninety-nine thousand three hundred ninety-four dollars and fifteen cents (\$5,299,394.15). There was a water line not reflected on plans and an abandoned water line that contained asbestos and required removal to allow for the new storm drainage line to be installed in the same alignment. This resulted in a net seventy-six thousand five hundred forty-eight dollars and twenty-one cents (\$76,548.21) increase to the project budget. The amendment result is available in the project fund.

Councilmember Strain-Burk expressed that the City is taking necessary measures to improve our roadways.

MOTION: Councilmember Strain-Burk made a motion, seconded by Deputy Mayor Pro Tem Jaglowski to approve item 16. The vote was cast 6 for, 0 against [Morris absent].

17. **Discuss and consider an ordinance amending the Water and Wastewater Fund and Sanitation Fund budgets for Fiscal Year 2017-2018 adopted by Ordinance No. 2017-09-45.**

City Manager Mauldin-Jones spoke on item 17 is to consider approval of an ordinance to amend various operating fund budgets for Fiscal Year 2017-2018. There was an increase in revenues in Water and Wastewater Fund and Sanitation Fund in the total amount of \$1,573,455.00 and expenditures are being increased by the same amount with no impact on the fund balance.

MOTION: Councilmember Strain-Burk made a motion, seconded by Councilmember Hill to approve item 17. The vote was cast 6 for, 0 against [Morris absent].

18. **Consider confirmation of Civil Service Commission appointment as designated by the City Manager.**
19. **Consider confirmation of nominations made by the Mayor for appointments to the City of Lancaster's Zoning Board of Adjustment.**
20. **Discuss and consider annual appointments to City of Lancaster Boards and Commissions.**

Mayor Hairston spoke on items 18 through 20 and stated that we do not have the full governing body and it has been practice to ensure as it relates to boards and commissions appointments. He suggested considering tabling those items to the upcoming Regular Meeting held on February 11, 2019.

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

The meeting was adjourned at 9:27 p.m.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

LANCASTER CITY COUNCIL

City Council Regular Meeting

2.

Meeting Date: 04/22/2019

Policy Statement: This request supports the City Council 2018-2019 Policy Agenda

Goal(s): Healthy, Safe & Engaged Community

Submitted by: Alton Dixon, Purchasing Agent

Agenda Caption:

Consider a resolution authorizing the award of Bid #2019-2 for Janitorial Services to Oriental Building Services, Inc. in the amount of \$144,835.60.

Background:

The City has maintained a formally bid janitorial contract since 2005. The contract requires routine cleaning at two, three, or five day intervals depending on the location. In addition to the routine cleaning of the City's fifteen (15) facilities, the agreement includes weekly, monthly, quarterly, and semi-annual cleaning requirements. The total cost to clean the buildings as recommended is \$144,835.60.

Operational Considerations:

Maintaining janitorial services creates a clean and healthy environment for the general public and City employees. The cleaning contract is co-administered by the Purchasing Division and the Equipment Services and Facilities Department.

Legal Considerations:

This bid was processed in accordance with all local and state purchasing statutes. Seven (7) responses were received. Two (2) of the bids were M/WBE certified. Contract documents have been reviewed and approved by the City Attorney.

Public Information Considerations:

Proposals were advertised on January 17th and 20th in the Focus Daily News and posted on the City's e-procurement system. Bids were posted on the ESBD State of Texas website. A pre-proposal meeting was held on February 13, 2019, and proposals were due on February 28, 2019.

Options/Alternatives:

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

Recommendation:

Staff recommends approval of the resolution authorizing the award of Bid 2019-2 for janitorial services to Oriental Building Services, Inc. for the amount of \$144,835.60.

Attachments

Resolution
Exhibit A



RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS AUTHORIZING THE AWARD OF BID #2019-2 FOR JANITORIAL SERVICES TO ORIENTAL BUILDING SERVICES, INC. FOR AN AMOUNT OF \$144,835.60; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT PURSUANT TO AWARD; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lancaster desires to obtain janitorial services; and

WHEREAS, the City Council of the City of Lancaster finds that it is in the best interest of the City to contract for this service.

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

SECTION 1. The City Council hereby authorizes the award of bid 2019-2 for janitorial services in an amount of one hundred forty-four thousand eight hundred thirty-five dollars and sixty cents (\$144,835.60) to Oriental Building Services, Inc. pursuant to the contract attached and incorporated by reference as Exhibit "A."

SECTION 2. The City Council hereby authorizes the City Manager to execute the contract.

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

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

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

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 22nd day of April, 2019.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

City of Lancaster, Texas

Standard Fixed Price Agreement

This Agreement is made by and between the City of Lancaster, Texas, a home-rule municipality (hereinafter referred to as the "Owner") and **Oriental Building Services Inc.**, (hereinafter referred to as the "Provider") for **Janitorial Services (2019-2)**, (hereinafter referred to as the "Services"), the Owner and the Provider hereby agree as follows:

1. THE CONTRACT

- 1.1 The Contract between the Owner and the Provider, of which this Agreement is a part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last party to execute it.
- 1.2 The Contract Documents consist of this Agreement, the General Terms and Conditions, the Specifications; all Change Orders issued hereafter, any other amendments executed by the parties hereafter.

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

2. NO PRIVACY WITH OTHERS

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

3. WORK

- 3.1 The term "Work" shall mean whatever is done by or required of the Provider to perform and complete its duties under this Contract, including the following: daily, weekly, monthly, quarterly, biannual and yearly cleaning of City properties in accordance with the specifications of Bid 2019-2. Furnishing of any required surety bonds and insurance, and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, tools, transportation, permits and licenses required of the Provider as provided in the specifications, attached hereto as Exhibit A.
- 3.2 Electricity and water will be provided by the owner.
- 3.3 The Work to be performed by the Provider is generally described as follows:

2019-2 –Janitorial Services as provided in the general terms and conditions, the specifications and relevant change orders.

4. Term

- 4.1 The Provider hereby agrees to commence work on May 5th, 2019 and continue for a period of one year, ending on May 4th, 2020.
- 4.2 The contract contains four one-year renewal options. A renewal request will be sent approximately 120 days prior to the end of each term.
- 4.3 Provider must notify the City a minimum of 120 days from end of term if provider chooses not to renew the agreement.
- 4.4 Either party may terminate this Agreement at any time without cause, by a thirty (30) days notice in writing, to the other. Upon the date of such termination, the PROVIDER shall immediately discontinue all services and work, and shall prepare and submit a final invoice.

5. Payment

- 5.1 The CITY agrees to pay the Provider in current funds the price or prices shown in the proposal, which is attached hereto as Exhibit A.
- 5.2 The Provider agrees to provide a detailed monthly invoice by location.

6. INDEMNITY AND DISCLAIMER

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

7. Venue:

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

8. Notices:

8.1 All notices shall be directed in writing to:

City of Lancaster
PO Box 940
Lancaster, TX 75146

Oriental Building Services
2626 Manana Dr.
Dallas, TX. 75220

EXECUTED in single or multiple originals, this 22rd day of April, 2019.

CITY OF LANCASTER

ORIENTAL BUILDING SERVICES, INC.

Opal Mauldin-Jones, City Manager

Type/Print Name and Title

ATTEST:

2526 Manana Dr.
Dallas, TX. 75220

Sorangel O. Arenas, City Secretary

CITY OF LANCASTER, TEXAS GENERAL TERMS AND CONDITIONS

1. **THESE TERMS AND CONDITIONS APPLY TO ANY PROCUREMENT OF PRODUCTS OR SERVICES BY THE CITY OF LANCASTER (CITY); TAKING EXCEPTION TO THESE TERMS MAY DEEM A RESPONSE AS NON-RESPONSIVE.**
2. **ADDITIONAL TERMS:** Notwithstanding acceptance by the City of the goods or services ordered hereby, no additional terms or conditions of vendor, whether contained within vendor's invoice or otherwise, shall be accepted by City, unless agreed upon in writing through a proposal process.
3. **CONFLICTS:** In the event the terms and conditions herein expressed conflict with the terms and conditions of any specifications issued by the City in conjunction with this purchase, the specifications shall supersede these terms and conditions to the extent of the conflict.
4. **AUTHORIZATION:** The City of Lancaster will not accept or pay for articles delivered or services performed without a specific written Purchase Order.
5. **CONFORMITY OF GOODS/SERVICES:** All goods to be delivered or services to be performed shall conform in every respect to the specifications issued by the City in conjunction with its solicitation of bids or proposals. In the event no such specifications were issued, the goods or services shall conform to the proposal submitted by the vendor.
6. **WARRANTY/GUARANTEE LAWS AND REGULATIONS:** By acceptance of this order, in addition to the guarantees and warranties provided by law, Contractor expressly guarantees and warrants as follows:

FOR TANGIBLE GOODS:

- A. that the articles to be delivered hereunder will be in full conformity with the specifications or with the approved sample submitted, and agreed that this warranty shall survive acceptance of delivery and payment for the articles and that the Contractor will bear the cost of inspecting and/or testing articles rejected.
- B. that the articles to be delivered hereunder will not infringe on any valid patent, trademark, trade name, or copyright, and that the Contractor will, at Contractor's own expense, defend any and all actions or suits charging such infringement and will save and hold harmless the City, its officers, employees, agents, and representatives from any and all claims, losses, liabilities and suits arising there from.
- C. that the articles to be delivered hereunder will be manufactured, sold and/or installed in compliance with the provisions of all applicable federal, state and local laws and regulations.
- D. that nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of the City.

FOR PROFESSIONAL OR OTHER SERVICES:

- E. that the services to be performed hereunder will be in full conformity with: (i) professional standards applicable to the services rendered (such as engineering, legal, medical, or accounting services), or (ii) for services rendered other than professional services) to such generally accepted industry standards as are applicable to the services rendered and work done; and that this warranty shall survive acceptance of the services (and any associated deliverables) any payment for the services.
7. **PRICING:** Unit pricing shall be in strict conformity with the bid or proposal submitted by vendor, unless a price increase is authorized by the City.
 8. **PRICE ESCALATION:** Price escalations may be permitted by the City of Lancaster during the term of the contract. All requests for price escalation shall be in written form and shall demonstrate industry-wide or regional increases in the Contractor's costs. Include documents supporting the price escalation, such as manufacturer's direct cost, postage rates, railroad commission rates, federal/state minimum wage laws, federal/state unemployment taxes, FICA, etc. Increases will apply only to the products(s) and/or service(s) affected by an increase in raw material, labor, or another like cost factor. The City of Lancaster reserves the right to accept or reject any/all price escalations.
 9. **PRICE REDUCTION:** If during the life of the contract, the Contractor's net prices to other customers for the same product(s) and/or service(s) are lower than the City of Lancaster's contracted prices, an equitable adjustment shall be made in the contract price.
 10. **TAXES:** The City of Lancaster is exempt from federal manufacturer's excise and state sales and use tax. Tax exemption certificates will be executed by the City and furnished upon request.
 11. **PACKAGING:** Unless otherwise indicated, items will be new, unused, and in first rate condition in containers suitable for damage-free shipment and storage.

CITY OF LANCASTER, TEXAS
GENERAL TERMS AND CONDITIONS

12. **F.O.B./DAMAGE:** All orders shall be F.O.B. delivered, designated location, and shall include all delivery and packaging costs. The City of Lancaster assumes no liability for goods delivered in damaged or unacceptable condition. The Contractor shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage. In instances where City discovers concealed damage to property and such property will require shipment back to Contractor, Contractor shall be solely responsible for shipping fees.
13. **DELIVERY TIMES & INSTALLATION:** Deliveries will be acceptable only during normal working hours at the designated location. Regarding installation services, the Contractor shall be responsible to remove from City property and dispose of all waste and packaging material in a lawful manner.
14. **DELIVERY PROMISE – PENALTIES:** Default in promised delivery without acceptable reasons, or failure to meet specifications, authorizes the purchasing division to purchase goods/services elsewhere, and charge any increase in cost and handling to the defaulting Contractor.
15. **INSPECTION, REJECTION, AND EXCESS SHIPMENT:** In addition to other rights provided by law, the City reserves the right (a) to inspect articles delivered and to return those which do not meet specifications or reasonable standards of quality, (b) to reject articles shipped contrary to instructions or in containers which do not meet recognized standards, and (c) to cancel the order if not filled within the time specified. The City may return rejected articles or excess shipment on this order, or may hold the articles subject to the vendor's order and at vendor's risk and expense, and may in either event charge the vendor with the cost of shipping, unpacking, inspecting, repacking, reshipping and other like expenses.
16. **INVOICES:** Invoices must be submitted by the Contractor to the City of Lancaster, Accounts Payable by emailing your invoice to Accounts-payable@lancaster-tx.com. The City Purchase Order number **must** appear on all invoices, delivery memoranda, bills of lading, packing and correspondence.
17. **PAYMENT TERMS:** Payment terms are pursuant to the Texas Prompt Payment Act unless otherwise specified by the City. Upon receipt of a properly executed invoice from the vendor payment will be processed for items or services delivered.
18. **PATENT RIGHTS:** The Contractor agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.
19. **FUNDING:** The Contractor recognizes that any contract shall commence upon the effective date and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Lancaster, which fiscal year ends on September 30th of each year, shall be subject to Lancaster City Council approval. In the event that the Lancaster City Council does not approve the appropriation of funds for the contract, the contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.
20. **ASSIGNMENT:** Contractor agrees to retain control and to give full attention to the fulfillment of this Contract, that this Contract shall not be assigned without the prior written consent of City, and that no part or feature of the work will be assigned to anyone objectionable to City. Contractor further agrees that subcontracting any portion or feature of the work, or materials required in the performance of this Contract, shall not relieve Contractor from its full obligations to City as provided by this Contract. Failure to obtain City's written consent prior to assignment of this Contract as set forth herein, may result in termination of this Contract at the City's discretion, without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Contract. If the City elects to terminate this Contract, the Contractor shall provide the City refund of any prepaid, unused portion of the fees, calculated from the date of termination to the end of the then-current term.
21. **AUDIT:** The City of Lancaster reserves the right to audit the records and performance of Contractor during the contract and for three years thereafter.
22. **INSURANCE:** The City requires Contractor to carry the minimum insurance as required by state laws and insurance requirements outlined in the bid/proposal documents.
23. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in this contract. All change orders to the contract will be made in writing by the City of Lancaster.
24. **INDEMNIFICATION:** Contractor agrees to defend, indemnify and hold the City and its respective officers, agents and employees, harmless against any and all claims, lawsuits, judgments, fines, penalties, costs and expenses for personal injury (including death), property damage, intellectual property infringement claims (including patent, copyright and trademark infringement) or other harm or violations for which recovery of damages, fines, or penalties is sought, suffered by any person or persons that may arise out of or be occasioned by Contractor's breach of any of the terms or provisions of the contract, violations of law, or by any negligent, grossly negligent, intentional, or strictly liable act or omission of the Contractor, its officers, agents, employees, invitees, subcontractors, or sub-subcontractors and their respective officers, agents, or representatives, or any other persons or entities for which the

CITY OF LANCASTER, TEXAS GENERAL TERMS AND CONDITIONS

Contractor is legally responsible in the performance of the contract. The indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of City, and its officers, agents, employees or separate Contractors. City does not waive any governmental immunity or other defenses available to it under Texas or federal law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Contractor, at its own expense, is expressly required to defend City against all such claims. City reserves the right to provide a portion or all of its own defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of Contractor's obligation to defend City or as a waiver of Contractor's obligation to indemnify City pursuant to this agreement. Contractor shall retain defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this agreement. If Contractor fails to retain counsel within the required time period, City shall have the right to retain defense counsel on its own behalf and Contractor shall be liable for all costs incurred by City.

In addition to Contractor's intellectual property infringement indemnification and defense requirements herein, if an infringement claim occurs, or in Contractor's opinion is likely to occur, Contractor shall, at its expense: (a) procure for City the right to continue using the product; (b) replace or modify the product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the product and grant City a reimbursement for the product. Contractor will proceed under subsection (c) above only if subsections (a) and (b) prove to be commercially unreasonable.

The intellectual property infringement indemnification herein applies to all products provided, supplied or sold under this agreement by Contractor to City whether manufactured by Contractor or a third party. Contractor represents that, to the best of its knowledge, City's use of products that are provided supplied, or sold by Contractor to City as part of this agreement does not constitute an infringement of any intellectual property rights and City has the legal right to use said products. City enters into this agreement relying on this representation.

The indemnification herein survives the termination of the contract and/or dissolution of this agreement including any infringement cure provided by the Contractor.

25. **TERMINATION:** City may, at its option, with or without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Contract, terminate further work under this contract, in whole or in part by giving at least thirty (30) days prior written notice thereof to Contractor with the understanding that all services being terminated shall cease upon the date such notice is received unless otherwise indicated in writing by the City. If the City elects to terminate this Agreement, the Contractor shall provide the City refund of any prepaid, unused portion of the fees, calculated from the date of termination to the end of the then-current term.
26. **TERMINATION FOR DEFAULT:** The City of Lancaster reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of the contract. The City reserves the right to terminate the contract immediately in the event the Contractor fails to 1) meet delivery schedules or, 2) otherwise perform in accordance with these specifications. Breach of contract or default authorizes the City to award contract to another Contractor, purchase elsewhere and charge the full increase in cost and handling to the defaulting Contractor.
27. **REMEDIES:** The Contractor and the City of Lancaster agree that each party has rights, duties, and remedies available as stated in the uniform commercial code and any other available remedy, whether in law or equity.
28. **VENUE:** This agreement will be governed and constructed according to the laws of the state of Texas. This agreement is performable in Dallas County, Texas. Exclusive venue shall be in Dallas County, Texas.
29. **NO PROHIBITED INTEREST/COMPLIANCE WITH EQUAL RIGHTS ORDINANCE:** Contractor acknowledges and represents that they are aware of the laws, City Charter, and City Code of Conduct regarding conflicts of interest. The City charter states that "no officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, nor shall be financially interested, directly or indirectly, in the sale to the City of any land, or rights or interest in any land, materials, supplies or service....."
30. **DELINQUENT TAXES:** Payment to a Contractor for goods or services provided to the City under contract or Purchase Order may be withheld in the event the Contractor owes delinquent taxes to the City.
31. **WORKFORCE:**
 - A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
 - B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while in the course and scope

**CITY OF LANCASTER, TEXAS
GENERAL TERMS AND CONDITIONS**

of delivering goods or services under a City of Lancaster contract on the City's property;

- i. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and must not employ such worker again on Contract services without the City's prior written consent.

D. The immigration reform and control act of 1986 (IRCA) makes it illegal for employers to knowingly hire or recruit immigrants who do not possess lawful work authorization and requires employers to verify their employees' work eligibility on a U.S. department of justice form I-9.

The Contractor warrants that Contractor is in compliance with IRCA and will maintain compliance with IRCA during the term of the contract with the City. Contractor warrants that Contractor has included or will include a similar provision in all written agreements with any subcontractors engaged to perform services under this contract.

32. STATUTORY CONTRACTING REQUIREMENTS:

A. As required by Texas Government Code Section 2270.002, the Contractor certifies the following:

- i. The Contractor does not boycott Israel;
- ii. The Contractor will not boycott Israel during the term of the contract.

B. As required by Texas Government Code Section 2252.152, the Contractor certifies the following:

- i. The Contractor is not on the Texas State Comptroller's list of companies engaged in business with Iran, Sudan, or Foreign Terrorist Organizations pursuant to Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

BID 2019-2
SPECIFICATIONS - GENERAL

The City of Lancaster is requesting proposals for an ANNUAL contract for custodial services for all City buildings.

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

1. ADDITIONS / DELETIONS OF LOCATIONS

- a. If the need arises, locations may be added and/or deleted to the resulting contract. Any additions to the contract shall be in writing in the form of an change order and will be considered a part of the contract thereafter with all prices, terms and conditions stated in the change order. Additional locations added to the contract are to obtain full service as stipulated in the specifications.

2. AWARD

- a. The City shall award the contract to a single provider and be based on the providers ability to meet all the requirements as stated in the evaluation criteria.
- b. The contract shall begin on April 1, 2019 and continue for twelve (12) months through March 31, 2020
- c. The contract shall contain four (4) one-year renewal options. Both parties must be in agreement. A renewal request will be sent 120 days prior to the end of each term. Provider must respond to request within ten (10) days.

3. BACKGROUND CHECK

- a. The City of Lancaster is a drug free work place.
- b. The awarded Vendor and all employees shall be subject to a valid background check that is acceptable to the City in terms of format and source. All background checks are to be provided to the City at the sole expense of the Vendor. Employees must not have been convicted of a felony or an offence Class B or above in the past ten (10) years.
- c. Awarded vendor must have confirmed the employment eligibility of all employees who are newly hired to perform work under this contract through participation in the either the e-verify program or another Federally approved method.
- d. Prior to the commencement of the contract period, the Vendor shall submit for all employees that will enter the City buildings at any time, two (2) copies of their driver's license, mailing address if different from driver's license, social security number, proof of employment eligibility, and certified copies of the background check results. Copies will be distributed and maintained in the following departments: Purchasing and Police.
- e. Initial background checks must have been completed within the previous six months and submitted yearly during the renewal process.

4. BILLING

- a. Upon completion of the work and verification by an authorized representative of the City, the successful Vendor shall submit an original invoice to Accounts Payable, attention Purchasing at PO Box 940, Lancaster, TX 75146 or to accounts-payable@lanaster-tx.com. The invoice should detail the following items.
 - i. Invoice Number
 - ii. Dates of Service
 - iii. Amount Due by Location
 - iv. Contract Number

5. BUILDING SECURITY

- a. Vendor employees must sign in to obtain keys each day from the Lancaster Police Department. Employees must be on the submitted list and have proper ID with them to be given access.

Employees must return keys to the Police Department and sign out. Vendor will be required to purchase photographic identification and electronic access cards for each individual cleaning crew member that has access to restricted facilities from the city at the city's cost. These cards must on the person of all cleaning staff at all times.

- b. Security cards are \$10.00 per card. Payment will be deducted from the current months invoice.

6. CLEANING SUPPLIES AND EQUIPMENT

- a. All cleaning supplies such as scouring powder, window cleaner, various cleaning solutions as well as mops, brooms, buffers, trash bag liners, paper products (such as toilet paper, paper towels, toilet seat liners, urinal floor mats), restroom air fresheners, etc. will be the responsibility of the successful bidder.
- b. The successful bidder must maintain adequate cleaning supplies as referenced above available to the owner for emergency and after hours needs as they may arise.

7. COMPENSATION / WAGE RATES:

- a. As a mandatory requirement of this contract, the Vendor must pay to employees performing services under this contract, at least the current prevailing minimum wage, according to the State, local and Federal minimum wage schedule as published by the United States Department of Labor and State of Texas. **Vendor must provide quarterly reports that includes employees name, hours, rate and compensation paid, failure to provide this information will be subject to liquidated damages as indicated below and/or termination of contract**

8. COMMUNICATION

- a. All employees are requested to report to their supervisor any discrepancies from the routine work scheduled and an explanation of the circumstances involved. They are asked to report:
 - i. Any property or equipment not in a serviceable or operating condition, listed by description and location. To include burned out light bulbs, etc.
 - ii. Damage, vandalism, broken windows, graffiti, listed by description and location.
 - iii. Work orders and complaints from all locations are received electronically and will be forwarded via email to the designated email address provided. Contractor is responsible for providing all communication information to their staff.

9. CONTRACT ADMINISTRATOR

- a. The City of Lancaster Purchasing Agent will be responsible for ensuring compliance with Contract requirements.

10. COMPLIANCE WITH CODES

- a. Provider shall comply with all City, State and Federal Codes and Laws in force at the time of each award of contract and applicable to such work. Provider shall obtain, at their own expense, such permits, certificates and licenses as may be required in the performance of the work specified.

11. DAMAGE TO PROPERTY

- a. The Vendor shall at all times guard against damage or loss to the property or equipment of the City of Lancaster. Vendor shall assume full responsibility for any loss of or damage to City of Lancaster property or equipment, by employees or agents of the Provider and will reimburse the City in the event of any loss of or damage to property.

12. EMPLOYEES

- a. Vendor will provide competent, reliable, honest and qualified personnel to perform services in a satisfactory and timely manner. The Vendor shall not tolerate any misconduct on the part of its employees while performing services on City property.
- b. All employees shall be physically able and qualified and must have received training in the use of equipment and supplies such as cleaners. Vendor must provide written certification for each employee that will be working on City property of training. In addition, vendor must submit a copy of their training policy and procedures.

- c. The vendor may not use subcontractor's or subcontract employees to perform the janitorial services identified in this document. All cleaning staff must be direct employees of the vendor.
- d. Persons employed by the Vendor, in the performance of the services required under this contract, shall not be considered employees of the City, shall be independent thereof, and shall have no claim against the City for any employee benefit rights or privileges granted by law.
- e. Uniforms – Vendor shall provide each employee performing services under this contract with a freshly laundered uniform, vest, or smock with the Vendor's company name clearly visible. The uniform must be worn at all times while on City property.
- f. Picture ID – Employees must carry a picture ID with them at all times to obtain access to the buildings. A driver's license or a Federal / State approved ID is acceptable.
- g. Termination – Upon termination or transfer of an employee of the Vendor, the Vendor shall immediately (within twelve (12) hours) notify the Building Services and Purchasing.
- h. City of Lancaster may, at any time, request the removal and replacement of any successful proposers employees and the successful proposers will duly consider such request.

13. **EMPLOYEE SUPERVISION:**

- a. The contractor shall assign not less than one (1) qualified supervisor to physically supervise the Vendor's employees and to ensure adherence to the cleaning schedule. Supervisor must provide a complete cleaning schedule including the minimum of times and locations to be cleaned and number of employees. Any changes or updates to the schedule must be approved in writing by the Director of Parks & Recreation or his designate prior to implementation.
- b. The supervisor is responsible for all keys and cards checked out and assigned nightly to unlock spaces and for the security of the building while they are performing their duties. The supervisor will make certain that all doors are securely locked prior to leaving each night.
- c. The supervisor shall be responsible for the conduct and performance of the contractor's employees and compliance with the following rules:
- d. Vendor employees appearing to be under the influence of alcohol or drugs shall not be permitted in the building.
- e. Vendors employees shall at all times wear the company logo visible on all shirts and a company identification card with name and picture.
- f. No loud or boisterous conduct will be permitted.
- g. Vendor employees will NOT open desk drawers or cabinets at any time.
- h. Vendor employees are not to use or tamper with any office machines, equipment, or City Employees' personal property at any time.
- i. Vendor employees are not to use City telephones at any time.
- j. Vendor employees are not allowed to smoke in City buildings.
- k. **Vendor employees must be able to speak and understand English fluently.**
- l. The Vendor's employees shall not under any circumstances be accompanied in their work area on City premises by acquaintances, family members, or any other persons unless said person is an authorized Vendor employee for whom a background check was submitted and approved to have access to City facilities.

14. **EQUIPMENT AND SUPPLIES – CONTRACTOR FURNISHED**

- a. Proposer shall furnish all labor, equipment, paper products and cleaning supplies necessary to perform the contract. Adequate supplies are to be kept at each location in the respective storage areas. Upon termination of the contract, all supplies purchased for the City of Lancaster use shall become the property of the City and shall not be removed. In the event the provider fails to have supplies on hand, the cost of the City to purchase the supplies needed during the transition from one contractor to the next will be deducted from the final invoice.

- b. Equipment will be required to be of adequate design and functioning properly to manufacturer's specification. Vacuum cleaners must be top quality (no cloth bags) and maintained in proper working order. Carpet cleaning shall be performed with commercial extracting equipment.
- c. Paper products shall be of good quality and must be equivalent to or better than what is currently in place. A list of current products is included.
- d. Equipment: Space will be provided for all equipment supplied by the contractor, which remains on the job site during the life of the contract. The equipment must be maintained in good operating condition and in sufficient quantities to adequately perform all services and available to the contractor's employees at all times. All equipment must be OSHA certified and/or meet all OSHA requirements. The contractor will be responsible for providing warning signs indicating slippery or wet floor conditions. Additionally, the contractor must provide portable barriers and/or signage to indicate rest rooms are closed for servicing.
- e. Supplies: All supplies furnished by the contractor shall be stored in the janitor closets located at each facility, and must be labeled in accordance with OSHA regulations. Both equipment and supplies are subject to inspection by city personnel at anytime during the length of the contract. A Complete set of MSDS sheets must be maintained at each location and one supplied to Purchasing.
- f. Vending Machines in Restrooms: All machines (famine hygiene type products only) will be maintained by the successful bidder and all monies collected will belong to the successful bidder.
- g. **The City of Lancaster does not assume responsibility for any materials, tools and equipment stored on or about the premises.**

15. EQUIPMENT AND SUPPLIES – PROVIDED BY CITY

- a. The City shall furnish electric light and power at facilities to be serviced to provide power for cleaning equipment to be used in the performance of this contract.
- b. Employees of the contractor shall conserve electric energy at all times. Lights should only be turned on the section of the building that is being cleaned. Lights should be turned off when work is complete.
- c. The City shall furnish water for use in the performance of this contract. Vendor shall adhere to accepted sanitary practices governing the disposal of wastewater of every kind.

16. EVALUATION CRITERIA

- a. An evaluation committee will examine all offers. Offers that do not conform to the instructions given or that do not address all the questions and/or services specified will be disqualified from consideration. The City of Lancaster reserves the right to accept an offer if it is determined to be in the City's best interest to do so.

17. HOLIDAY CLOSINGS

- a. All City facilities (except Public Safety Building, Country View Golf Course Club House, Airport Terminal Building and Hanger Building restroom) are closed and will not require cleaning on the following holidays New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Martin Luther King, Jr. Birthday, Thanksgiving Friday, Christmas Day and either the day before or day after depending on where the holiday falls.

18. INITIAL CLEANING REQUIREMENT

Initial Cleaning shall take place during the first two weeks and shall consist of the following:
Completing all daily, monthly, quarterly and yearly cleanings as detailed in the specifications.

19. INSPECTION AND ACCEPTANCE OF WORK

- a. The City reserves the right to inspect the work under contract at any time for final acceptance.
- b. Unsatisfactory Performance – If work performed is unsatisfactory, the Contract Manager or authorized representative will immediately notify Provider. Upon notice of unsatisfactory cleaning performance, Provider will have two (2) hours from that time to initiate corrective actions and twenty-four (24) hours

to complete any specific instance of unsatisfactory performance. In the event the corrective action to remedy the unsatisfactory performance is not completed within 24 hours, the City has the right to immediately complete the work to its satisfaction, either through the use of City employees at a rate equal to the employee hourly rate plus thirty-percent (30%) for administrative costs; or through use of an outside contractor at the rate charged to the City plus thirty-percent (30%) for City administration costs.

- c. The actual charges, if greater than the minimum charges, will be deducted from any balances due or which may become due to the Contractor.
- d. Continuing non-performance of the awarded vendor in terms of specifications shall be a basis for the termination of the contract by the City. The City shall not pay for work, equipment, or supplies, which are unsatisfactory or not completed per specification/frequency list. Vendors will be given a reasonable opportunity before termination to correct deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance. The "Services to be Performed" listed under "Scope of Work" shall be enforced. Work not performed will not be paid.
- e. **The minimum deduction, regardless of time necessary to correct the deficiency shall be \$250.00.**

20. KEYS

- a. The awarded Vendor shall be responsible at their expense for any replacement and rekeying needed as the result of lost keys, card keys and any inherent damages. If not paid up front, the cost shall be deducted from future payments.
- b. Key's may not be duplicated and keys may not be given to any unauthorized persons who are not employees of the vendor and who have not been submitted to the employee list and approved.

21. NOTICES

- a. All notices shall be submitted in writing to:
eMail: purchasing@lancaster-tx.com
Mail: PO Box 940, Lancaster, TX 75146
Delivery: 211 N. Henry, Lancaster, TX 75146
- b. The Vendor must provide contact information for routine and emergency communications in the form of mobile telephone contact numbers for vendor's supervisors and e-mail contact addresses.

22. PACKING SLIPS

- a. Packing slips or other suitable shipping documents shall accompany each special order shipment and shall show: (a) name and address of successful Bidder, (b) name and address of receiving department and/or delivery location, (c) Purchase Order number, and (d) descriptive information as to the item(s) delivered, including product code, item number, quantity, number of containers, etc.

23. PERIODIC CLEANING SCHEDULE

- a. Cleaning specified to be performed weekly, monthly, quarterly, bi-annually or yearly must be pre-scheduled by the Vendor. The vendor is responsible to provide a written schedule of all monthly, quarterly, bi-annual and yearly cleaning activities, subject to approval by the owner's representative. No deviations to these written schedules are permitted without approval of the owner's representative.
- b. By the first of each month, the Vendor must forward to Building Services Manager or his designee in writing a list of cleaning / janitorial services that were be performed for that month in accordance with the specifications, listing the starting and completion date for each task.

24. PRE-PROPOSAL / WALK THROUGH

- a. A pre-proposal meeting has been scheduled. Attendance is not mandatory to submit a response; however, it is encouraged. No other site visits will be allowed.

25. MANDATORY MONTHLY MEETING WITH OWNER STAFF

- a. The vendor is required to coordinate and attend a monthly meeting with the owner's representative to address staff changes, cleaning issues, scheduling changes, complaints from various building representatives, etc. The Vendor will be advised by the owner's representative of the date, time and location of the meetings. Failure to comply with this provision will be subject to liquidated damages.

26. SAFETY

- a. Vendors must agree that all products furnished and application methods will comply with applicable provisions of the Occupational Safety and Health Act (OSHA).
- b. The successful Vendor shall be solely responsible for the safety of the persons, including employees, and property during the performance of the work. Safety provisions shall conform to all OSHA requirements, the Texas Hazard Communications Act, Texas Health & Safety Code, Uniform Fire Code and all other applicable federal, state, county and local laws, ordinance codes and regulations. Ignorance on the part of the Vendor will in no way relieve him/her from responsibility.

27. SECURITY

- a. Due to the nature of business conducted in City buildings, security of the premises, items and equipment contained herein shall receive special consideration.
 - i. Successful contractor will have a qualified supervisor on the premises at all times during the cleaning function.
 - ii. Employees of the awarded contractor shall sign in and out each day at each building/location. A log book will be maintained at each reception area.
 - iii. Keys will be furnished to the successful bidder at the time of contract execution. Successful contractor will receive one (1) set of keys for the supervisor.
 - iv. Any key lost shall be reported immediately to the Contract Manager.
 - v. If any keys issued to the contractor during the term of the contract are not returned at the expiration date of the contract, replacement keys or hardware replacement shall be deducted from the final payment to the contractor.
 - vi. Employees are not to bring personal property into City offices/buildings. This includes purses, briefcases, backpacks, etc.

28. SECURITY SYSTEMS

- a. Vendors must agree to keep security codes confidential and understands that this information should only be given to the supervisor on duty. In addition, in the event that an alarm is set off or not reset upon leaving and City staff or the Police Department respond, the vendor will be charged liquidated damages in the amount below to cover staff time.

29. QUESTIONS

- a. All questions shall be submitted to the Purchasing Agent in writing to purchasing@lancaster-tx.com.
- b. Contact relating to this proposal to any City employee or elected official, other than Purchasing, shall result in disqualification.

SUBMITTAL REQUIREMENTS

Minimum qualifications

This section lists the criteria to be considered in evaluating the ability of firms interested in providing the services specified. Specific responses to each must be uploaded to the e-procurement system. It is the responsibility of the proposer to ensure all forms and proposal documents have been uploaded. Vendors that have not submitted all required forms will be considered unresponsive.

It is expected that the successful firm will exceed these qualifications. Firms must have provided services similar to those specified herein to at least five (5) clients of similar size and in the past five (5) years; and,

A Pre Bid Meeting will be held on February 13th at 2pm at 211 N. Henry St. All questions will be answered to the best of our ability at that time. All questions must be in an open setting.

Proposals will be evaluated and scored as follows:

Pre-Bid Meeting Attendance	10 Points
Response Compliance	10 Points
Experience	15 Points
Qualifications	10 Points
Supervision / Monitoring	10 Points
Price	40 Points

RESPONDENT COST TO DEVELOP PROPOSAL.

All costs for preparing and submitting proposals in response to this RFP are to be the responsibility of the respondent and will not be chargeable in any manner to the City.

INSTRUCTIONS FOR RESPONDING TO THIS RFP.

Upload the information below into the City's e-procurement system in the tab "Response Attachments". Hard copies will not be accepted. Please do not merge attachments into one file.

The following items must be complete and uploaded to the response attachment tab to be considered.

- a. W9
- b. Conflict of Interest
- c. Reference Page
- d. Statement of Qualifications Form
- e. Non-Appropriations Clause Affidavit
- f. Israel Form
- g. Performance Bond

Additionally, proposer shall prepare the following attachments and upload to the response attachment tab to be considered.

Attachment A	Statement that you have or can purchase the required insurance prior to beginning the contract and a statement that a binder with MSDS sheets will be provided and stored in each building supply/equipment closet and one will be maintained in Purchasing.
Attachment B	Statement indicating the following: <ul style="list-style-type: none">• Contact information for the binding official/owner.• Contact information for the primary contact.• Acknowledgement that your firm has the staff and time to maintain the contract.
Attachment C	Supervision / Monitoring Plan – this shall provide information on how your employees will be supervised and monitoring events to guarantee that services will be provided in accordance with the specifications.
Attachment D	A list of all manufacturers and products that will be used on City property.
Attachment E	A list of all equipment including buckets, mops, brooms, vacuums, etc. shall be submitted. The list should include the manufacturer, model and age where applicable.

CITY FACILITIES
GENERAL SPECIFICATIONS for ALL FACILITIES

SERVICES PERFORMED DAILY

At minimum, Contractor agrees to perform the following janitorial and cleaning maintenance services. Locations to be serviced include, but may not be limited to, office space, lavatories, corridors, lobbies, stairways, elevators, offices, break rooms, and public areas. Such services will be provided in accordance with the frequency schedule listed below.

1. Empty waste receptacles using a cart or barrel for collection in each office. Leaking trash bags create stains that are difficult to remove. Clean and damp dust all waste receptacles and remove all waste and rubbish from the premises nightly to designated locations. Wash receptacles as necessary. Remove trash liners as needed to prevent odors, spills or any offensive appearance.
2. Empty all desk side receptacles marked "RECYCLING" and dispose of contents at the outside bin marked "RECYCLE." No trash shall be placed in the recycling dumpsters at anytime. All recycling trash/debris must be disposed of in clear trash bags/liners, unless the items are too large for bags/liners.
3. Empty all external ashtrays; screen sand all urns nightly and supply or replace sand as necessary and applicable. Replacement sand will be provided by Vendor.
4. Vacuum all rugs and carpeted areas in office, break rooms, lobbies and corridors.
5. Dust and wipe clean with damp or treated cloth all office furniture, file cabinets, fixtures, window sills, and other horizontal surfaces.
6. Remove all finger marks and smudges from all vertical surfaces, including doors, windows, and frames, around light switches, entrance glass, and partitions.
7. Clean, sanitize, and polish all drinking fountains.
8. Sweep all uncarpeted floors and stairways, employing dust control techniques.
9. Damp mop spillage in office, corridors, public areas, and break rooms.
10. Dust tops of picture frames, wall hangings, and other wall accessories.
11. Do not remove items on desks, file cabinets, credenzas or shelving while cleaning. Do not unplug computers, typewriters, copy machines, or other electrical equipment.
12. Discard only the contents in the waste containers. No other items are to be thrown away without express instructions of the building occupants.
13. Occupant doors found locked upon arrival are to be locked after the area has been cleaned.
14. At no time is the Contractor to assist entry of anyone other than the Contractor's employees into the building.
15. Lights are to be turned off upon completion of cleaning unless the workspace is occupied or designated to be left on.
16. Spot wash all glass, including doors and inside of interior glass windows.
17. Clean all break room tables and chairs and wash tabletops. Clean under all kitchen appliances and countertop items.
18. Clean break room sinks daily and polish dry. (Do Not Wash Dishes Left In Sink!!)
19. Sweep exterior entrances to building and vacuum adjacent mats.

20. Clean all interior and exterior surfaces of elevators including doors and floor tracks. Polish metal surfaces sweep/mop or vacuum interior.
21. All trash carts, custodial carts, storage areas, etc. shall be kept clean and orderly. Contactractor shall furnish all associated trash carts and equipment needed for transporting to proper locations.

SERVICES PERFORMED WEEKLY

1. Wet mop and spray buff with high speed buffing machine all hard surface floors to a high gloss removing all black marks from flooring. Floors must be wet mopped and cleaned prior to buffing.
2. Sweep and wet mop all stair wells and dust handrails
2. Clean all baseboards to remove and prevent cobwebs.
3. Clean and polish interior of elevator.

SERVICES PERFORMED MONTHLY

1. Clean vents and light fixtures to remove dust and prevent cobwebs.
2. Clean all metal kick plates on doors to remove smudges, dirt and other debris

SERVICES PERFORMED QUARTERLY

1. Wash interior windows, including cleaning of window sills and dusting of window treatments
2. Thoroughly clean all entrances and adjacent glass both inside and out. All non-carpeted floors are to be stripped, sealed and waxed.
3. Vendor must provide a written schedule of dates floors will be stripped, sealed and waxed, dates must be approved by the Director of Parks and Recreation or his designate.
4. Clean all ceramic tiled floors, shower stalls and counter tops. Each must be deep cleaned to remove dirt, debris and cleaning residues and to maintain grout in original color.

SERVICES PERFORMED SEMI-ANNUALLY

1. Clean all carpets (at minimum) in building utilizing commercial steam extractor. Spots or stains on carpet will be removed on a daily basis and cleaned or extracted on a more frequent basis as required. All floor care must be scheduled in advanced and completed so that flooring is completely dry and serviceable for the following work day. Friday's are the best time to accomplish this.

RESTROOMS

SERVICES PERFORMED DAILY

1. Sweep and mop all hard surface floors with an approved odor control disinfectant, grouted tile floors shall be cleaned to prevent accumulations of dirt and mildew. Application of grout sealant at vendor's expense is subject to approval by Contract Manager or his designate.
2. Clean and sanitize all mirrors, chrome and stainless steel. Polish to a shine.
3. Wash and disinfect with approved odor control disinfectant, all wash basins, urinals, and toilet bowls to remove stains and clean the underside of the rims on urinals and bowls including flush holes.
4. Wash both sides of toilet seats and base with antibacterial type approved disinfectant and wipe dry.
5. Clean with disinfectant all partitions, tile walls, and outside surfaces of all dispensers (paper), including soap dishes and receptacles, to remove stains, streaks, watermarks and soil. Polish and sanitize to a shine.
6. Empty and sanitize all receptacles and sanitary napkin disposal, thoroughly clean and wash with disinfectant at least once per week, replace liners.
7. Restock all toilet tissue, paper towel, air fresheners, and soap dispensers with approved products.
8. All urinals must have urinal screens and urinal mats to be supplied by the contractor. Urinal mats must be cleaned nightly and replaced or deep cleaned monthly.

SERVICES PERFORMED WEEKLY

1. Clean and sanitize piping, toilet seat hinges, and other metal.
2. Clean and sanitize floor drain covers.
3. Thoroughly clean shower stalls with abrasive cleaner and treat with a disinfecting sanitizer

SERVICES PERFORMED MONTHLY

1. Vacuum all ventilating grills, vents, and light fixtures to remove dust and prevent cobwebs.
2. Clean tile floor/walls and grout lines. Grout lines must be sealed annually or as determined by the owner's representative.
3. Flush all floor drains with approved odor control disinfectant solution.

CITY HALL - 211 N. HENRY
APPROXIMATELY 8,835 SQUARE FEET

Five (5) CLEANINGS PER WEEK: MONDAY- FRIDAY

EXTERIOR

1. Sweep the exterior concrete entrances and remove chewing gum accumulations and spills.

GENERAL

EACH NIGHTLY CLEANING:

2. Refer to General Specifications for All Buildings.
3. All cleaning in this facility should begin after 9:00 PM.
4. Initiating cleaning in other areas of the building while night meetings are in progress is acceptable. Care should be taken not to disrupt these meetings. Schedule to be coordinated with the Contract Manager.
5. All weekly cleaning requirements should be performed on Monday evening immediately following the City Council Meeting.
6. Council Chambers cleaning may not be done during Council meetings.
7. All offices are to be locked, except where indicated by Director of Parks and Recreation or his designate during initial site inspection upon award of contract, when cleaning is complete.
8. Any noted building maintenance emergencies during cleaning activities should be immediately reported to Police Dispatch at 972-218-2700.

WEEKLY

1. Clean and sanitize microwave
2. Clean and sanitize outside of ice machine.

MONTHLY

1. Refer to general specifications for All Buildings.

QUARTERLY:

1. Refer to general specifications for All Buildings.
2. Dust under Council seating area to remove dirt and cobweb building up.
3. Wipe down / Polish all wood furniture in Council Chambers (Council seating area, podium, pews).

SERVICE CENTER - 700 E. MAIN
APPROXIMATELY 4,200 SQUARE FEET

TWO (2) CLEANINGS PER WEEK: TUESDAY & THURSDAY

GENERAL

1. Refer to General Specifications for All Buildings.
2. All cleaning in this facility should be performed after 7:00 PM Tuesday & Thursday.
3. The door between offices and break room should be locked after cleaning.
4. Sweep the exterior concrete entrances and remove chewing gum accumulations and spills.
5. Any noted building maintenance emergencies during cleaning activities should be immediately reported to Police Dispatch at 972-218-2700.

MONTHLY & QUARTERLY:

1. Refer to general specifications for All Buildings.

PUBLIC SAFETY BUILDING
POLICE AND FIRE ADMINISTRATION - 1650 N. DALLAS AVENUE
APPROXIMATELY 33,000 SQUARE FEET

FIVE (5) NIGHTS PER WEEK: MONDAY- FRIDAY

EXTERIOR

1. Sweep the exterior concrete entrances and remove chewing gum accumulations and spills

GENERAL

NIGHTLY:

1. Refer to General Specifications for All Buildings.
2. All cleaning in this facility should be performed after 7:00 PM on Tuesday, Thursday, and Saturday. The successful bidder can schedule weekend cleaning.
3. Upon arrival to building the crew and supervisor must identify themselves to the dispatch desk to receive access to all areas of the building to complete assigned duties.
4. Any noted building maintenance emergencies during cleaning activities should be immediately reported to Police Dispatch.

MONTHLY & QUARTERLY:

1. Refer to general specifications for All Buildings.

LIBRARY - 1600 VETERANS MEMORIAL PARKWAY

APPROXIMATELY 21,000 SQUARE FEET

THREE (3) NIGHTS PER WEEK: TUESDAY, THURSDAY, & SATURDAY

EXTERIOR

1. Sweep the exterior concrete entrances and remove chewing gum accumulations and spills
2. Clean Exterior Glass Doors nightly.

GENERAL

NIGHTLY:

1. Refer to General Specifications for All Buildings.
2. All cleaning in this facility should be performed after 9:00 PM Tuesday, Thursday, & Saturday.
3. Initiating cleaning in other areas of the building while night meetings are in progress is acceptable. Care should be taken not to disrupt these meetings.
4. All weekly cleaning specifications should be performed on the weekend or Monday evening. A security system is activated at this facility. The successful bidder will be responsible for deactivating it upon arrival, and ensuring it is reset prior to leaving the premises.
5. All offices are to be locked when cleaning is complete.
6. Any noted building maintenance emergencies during cleaning activities should be immediately reported to Police Dispatch.

MONTHLY & QUARTERLY:

1. The contractor is responsible for supplying all sanitary napkins products and will service machines, collect monies for it.
2. Refer to general specifications for All Buildings.

**COMMUNITY HOUSE - 100 N. HENRY
APPROXIMATELY 2,000 SQUARE FEET**

TWO (2) NIGHTS PER WEEK: FRIDAY & SUNDAY

GENERAL

1. Refer to General Specifications for All Buildings.
2. Cleaning should be performed after 12:00 AM.
3. Any noted building maintenance emergencies during cleaning activities should be immediately reported to Police Dispatch to 972-218-2700.

MONTHLY & QUARTERLY:

1. Refer to general specifications for All Buildings.

VEHICLE MAINTENANCE – 631 E. THIRD ST.

APPROXIMATELY 12,000 SQUARE FEET

TWO (2) NIGHTS PER WEEK: TUESDAY & THURSDAY

GENERAL

1. Refer to General Specifications for All Buildings.
2. All cleaning in this facility should be performed after 7:00 PM on Tuesday and Thursday
3. Any noted building maintenance emergencies during cleaning activities should be immediately reported to Police Dispatch.

MONTHLY & QUARTERLY:

1. Refer to general specifications for All Buildings.

AQUATIC/RECREATION CENTER - 1700 VETERANS MEMORIAL DR.

APPROXIMATELY 38,000 SQUARE FEET

THREE (3) NIGHTS PER WEEK: TUESDAY, THURSDAY, & SATURDAY

GENERAL

1. Refer to General Specifications for All Buildings.
2. All cleaning in this facility should be performed after 12:00 AM daily (3 days per week)
2. Dust mop gymnasium floor with dry dust mop followed by damp mopping utilizing approved waterless cleaning product and remove all gum.
3. A security system is activated at this facility. The successful bidder will be responsible for deactivating it upon arrival, and ensuring it is reset prior to leaving the premises.
4. Any noted building maintenance emergencies during cleaning activities should be immediately reported to Police Dispatch.

MONTHLY & QUARTERLY:

1. Refer to general specifications for All Buildings.

RESTROOMS:

3. Refer to General Specifications for All Buildings.
4. The contractor is responsible for supplying all sanitary napkins products and will service machines, collect monies for it.

**ANIMAL SHELTER - 690 E. MAIN ST.
APPROXIMATELY 100 SQUARE FEET**

TWO (2) NIGHTS PER WEEK: TUESDAY & THURSDAY

EXTERIOR

1. Sweep exterior entrances and remove cigarette products from ashtrays.
2. Sweep the exterior concrete entrances and remove chewing gum accumulations and spills

GENERAL

1. Refer to General Specifications for All Buildings.
2. All cleaning in this facility should be performed after 7:00 PM on Tuesday and Thursday.
2. Any noted building maintenance emergencies during cleaning activities should be immediately reported to Police Dispatch.

MONTHLY & QUARTERLY:

1. Refer to general specifications for All Buildings.
 - NOTE: The contractor is only responsible for cleaning lobby, office, and restrooms.
 - NOT RESPONSIBLE FOR: Kennel or animal handling areas.

JAMES R WILLIAMS PUMP STATION - 1999 JEFFERSON ST.

APPROXIMATELY 3,500 SQUARE FEET

FIVE (5) NIGHTS PER WEEK: MONDAY- FRIDAY

EXTERIOR

1. Sweep exterior entrances and remove cigarette products from ashtrays.
2. Sweep the exterior concrete entrances and remove chewing gum accumulations and spills

GENERAL

1. Refer to General Specifications for All Buildings.
2. All cleaning in this facility must be performed after 9:00 PM on Monday, Wednesday and Friday. Cleaning may not be performed on Monday night during Council Meetings.
3. A security system is activated at this facility. The successful bidder will be responsible for deactivating it upon arrival, and ensuring it is reset prior to leaving the premises.
4. Any noted building maintenance emergencies during cleaning activities should be immediately reported to Police Dispatch.

MONTHLY & QUARTERLY:

1. Refer to general specifications for All Buildings.

LANCASTER MUNICIPAL COURT FACILITY - 220 W. MAIN STREET

APPROXIMATELY 4,800 SQUARE FEET

THREE (3) NIGHTS PER WEEK: MONDAY, WEDNESDAY, FRIDAY

EXTERIOR

1. Sweep exterior entrances and remove cigarette products from ashtrays.
2. Sweep the exterior concrete entrances and remove chewing gum accumulations and spills

GENERAL

1. Refer to General Specifications for All Buildings.
2. All cleaning in this facility should be performed after 7:00 PM on Monday, Wednesday, and Friday and before 4:00 a.m. unless otherwise noted.
3. Any noted building maintenance emergencies during cleaning activities should be immediately reported to Police Dispatch at 972-218-2700.

MONTHLY & QUARTERLY:

1. Refer to general specifications for All Buildings.

INTERURBAN VISITOR CENTER – 103 N. DALLAS AVENUE

APPROXIMATELY 4,500 SQUARE FEET

THREE (3) NIGHTS PER WEEK: MONDAY, WEDNESDAY, FRIDAY

EXTERIOR

1. Sweep exterior entrances and remove cigarette products from ashtrays.
2. Sweep the exterior concrete entrances and remove chewing gum accumulations and spills

GENERAL

1. Refer to General Specifications for All Buildings.
2. All cleaning in this facility should be performed after 7:00 PM on Monday, Wednesday, and Friday.
3. A security system is activated at this facility. The successful bidder will be responsible for deactivating it upon arrival, and ensuring it is reset prior to leaving the premises.
4. Any noted building maintenance emergencies during cleaning activities should be immediately reported to Police Dispatch.

MONTHLY & QUARTERLY:

1. Refer to general specifications for All Buildings.

LANCASTER AIRPORT TERMINAL & HANGER RESTROOM – 730 FERRIS ROAD

APPROXIMATELY 9,305 SQUARE FEET

TERMINAL BUILDING: THREE (3) NIGHTS PER WEEK: MONDAY, WEDNESDAY, AND FRIDAY

EXTERIOR – Terminal Building

1. Sweep exterior entrances and remove cigarette products from ashtrays.
2. Sweep the exterior concrete entrances and remove chewing gum accumulations and spills

GENERAL

1. Refer to General Specifications for All Buildings.
2. All cleaning in this facility should be performed after 7:00 PM.
3. Any noted building maintenance emergencies during cleaning activities should be immediately reported to Police Dispatch at 972-218-2700.

MONTHLY & QUARTERLY

1. Refer to general specifications for All Buildings.

HANGER RESTROOM: TWO (2) NIGHTS PER WEEK: MONDAY AND FRIDAY

HANGER RESTROOM AREA

1. All paper & soap products replaced, floors sweep & mopped, disinfectant used in area, and toilet surfaces sanitized.
2. Refer to General Specifications for All Buildings.

COUNTRY VIEW GOLF COURSE CLUBHOUSE

APPROXIMATELY 5,000 SQUARE FEET

THREE (3) NIGHTS PER WEEK: TUESDAY, THURSDAY, & SATURDAY

EXTERIOR

1. Sweep exterior entrances and remove cigarette products from ashtrays.
2. Sweep the exterior concrete entrances and remove chewing gum accumulations and spills

GENERAL

1. Refer to General Specifications for All Buildings. All schedule changes and cleaning issues shall be coordinate with the Golf Course Contractor.
2. All cleaning in this facility should be performed after 9:00 PM during Daylight Saving Time Periods and after 7:00 PM during the remaining time.
3. A security system is activated at this facility. The successful bidder will be responsible for deactivating it upon arrival, and ensuring it is reset prior to leaving the premises.
4. Restaurant area, tables, floors, windows, counters, etc. to be sanitized.
5. Steps sweep/vacuumed.
6. Restrooms cleaned and sanitized, paper products replaced, etc.
7. Any noted building maintenance emergencies during cleaning activities should be immediately reported to Police Dispatch.

MONTHLY & QUARTERLY:

1. Refer to general specifications for All Buildings.

LANCASTER SENIOR LIFE CENTER - 240 VETERANS MEMORIAL PARKWAY

APPROXIMATELY 12,000 SQUARE FEET

FIVE (5) NIGHTS PER WEEK: MONDAY, TUESDAY, WEDNESDAY, THURSDAY AND FRIDAY

EXTERIOR

1. Sweep all the exterior concrete entrances and building overhang covers/patios.
2. Remove chewing gum accumulations and spills.

GENERAL

1. Refer to General Specifications for All Buildings.
2. All cleaning in this facility should be performed after 7:00 PM daily.
3. Dining Hall floors, tables, chairs, counters, etc. to be cleaned and sanitized.
4. All restroom floors to be cleaned and sanitized.
5. Any noted building maintenance emergencies during cleaning activities should be immediately reported to Police Dispatch to 972-218-2700.

MONTHLY & QUARTERLY:

1. Refer to general specifications for All Buildings.

HOURS OF CLEANING

FACILITY	DAYS OF CLEANING	HOURS	
		AFTER	BEFORE
City Hall 211 N. Henry Street Council meetings are held on the 2 nd & 4 th Monday of each month. Cleaning may not be conducted during this time. Council meetings start at 7:00 PM and end at various times.	Monday- Friday	9:00 PM	3:00 AM
Public Safety Building 1650 N. Dallas Avenue	Monday- Friday	7:00 PM	3:00 AM
Library 1600 Veterans Memorial Pkwy.	Tuesday, Thursday, Saturday	9:00 PM	3:00 AM
Service Center 700 E. Main Street	Tuesday, Thursday	7:00 PM	3:00 AM
Municipal Court 220 West Main Street	Monday, Wednesday, Friday	7:00 PM	3:00 AM
Community House 100 N. Henry	Friday, Sunday	12:00 AM	3:00 AM
Recreation Center 1700 Veterans Memorial Pkwy.	Tuesday, Thursday, Saturday	12:00 AM	3:00 AM
Animal Shelter 690 E. Main Street	Tuesday, Thursday	7:00 PM	3:00 AM
Vehicle Maintenance 631 E. Third Street	Tuesday, Thursday	7:00 PM	3:00 AM
James R. Williams Pump Station 1999 Jefferson Street Council meetings are held on the 1 st & 3 rd Monday of each month. Cleaning may not be conducted during this time. Council meetings start at 7:00 PM and end at various times.	Monday- Friday	9:00 PM	3:00 AM
Airport Terminal Building 730 Ferris Road	Monday, Wednesday, Friday	7:00 PM	3:00 AM
Airport Hanger Restroom 730 Ferris Road	Monday, Friday	7:00 PM	3:00 AM
Country View Golf Course 240 W. Beltline Road	Daylight Savings Tuesday, Thursday, Saturday	9:00 PM 7:00 PM	3:00 AM
Life Center 240 Veterans Memorial Pkwy	Monday – Friday	7:00 PM	3:00 AM
Interurban Visitor Center 103 N. Dallas Avenue	Monday, Wednesday, Friday	7:00 PM	3:00 AM

PRODUCT AND EQUIPMENT ACCEPTABILITY

SUPPLIES AND MATERIALS

The Contractor shall furnish all supplies, materials and equipment necessary for the performance of work in this contract.

Supplies and materials shall be of high quality and acceptable to the City. The Contractor shall be responsible for furnishing plastic trash bags used in collecting trash and plastic bag liners for trash receptacles, urinal mats for each urinal in all buildings as well as feminine sanitary supplies for vending machines at City Hall, Library and Aquatic/Recreation Center. The Contractor shall be responsible for replenishing supplies in all dispensers. (The City will provide designated storage space to stock (on a rolling basis) toilet tissue, hand towels, liquid soap, trash receptacle plastic liners, etc.)

The successful Contractor shall provide the Building Services Manager with a list of the materials that will be provided on site. Any changes to supplies must be approved in writing before use by the Building Services Manager. This information is to be furnished to the City within fourteen (14) days of notification of award. Material Safety Data Sheets shall be kept in all areas where materials and supplies are stored, in approved notebooks that are readily available to vendor and city staff.

Located at each facility will be storage areas for additional paper products. The Contractor will be responsible for maintaining stocked product. Building Services staff will have access to this area in case of emergency situations.

A list of specific area supplies that must be provided to fit the following:

1. Towel Dispenser – Roll
GP Georgia – Pacific MD. # P-15
Cormatic HDS200K
2. Multi fold Paper Towels Dispensers
Bobick, Stainless Steele w/trash can
3. Soap Dispenser
GP
Designer Services MD. # C-1
Cormatic DS 8008
4. Toilet Paper Dispenser 2/Roll
Tissue Dispenser
GP
Designer Services MD. # S-4C
Cormatic DS0250N
5. Time Mist Air Freshener (Approximately 40 installed)
Automatic Metered Aerosol Dispenser
Classic
32-1111 TM Gray
30 Day Supply
2 – “C” Cell Alkaline Batteries
6. Trash Liners

1.8 ml Heavy Trash Liners (Banquet Hall/ food areas)
Liners to fit (approximately 3/gallon) Office type trash can
Liners to fit "personal Container" in stall of Ladies Restroom

8. If vendor changes style, types or brands of disposal products paper towels, toilet tissue, soap, toilet seat covers, deodorizers, the vendor is responsible for providing new dispensers made specifically for the products, including the cost of installation and removal of replaced equipment.
9. All replacement equipment or replacement disposal products as identified above shall be approved by the owner's representative prior to implementation.

EQUIPMENT

All necessary cleaning equipment, including commercial type power driven floor scrubber, carpet extraction machines, waxing, and high speed polishing machines, vacuum cleaners, and all necessary vehicles required for the performance of the work in this contract shall be provided by the Contractor.

MANDATORY EQUIPMENT NEEDS

The following major equipment is needed at all buildings and must remain in the buildings. The City of Lancaster personnel for emergency situations may use this equipment clean up during the day.

1. Commercial upright vacuum cleaner and backpack unit
2. Mop/Mop Bucket
3. Push Broom/Dust Pan
4. Commercial wet/dry vacuum
5. Dusting equipment sufficient to reach all areas of the buildings
6. High speed floor buffing machine

QUALITY CONTROL REQUIREMENTS

Services performed under this contract shall be subject to regular inspections by the City of Lancaster representatives. This section outlines acceptable standards.

FLOOR CLEANING

Baseboards, walls, doors, furniture, and equipment shall not be splashed, disfigured, or damaged during cleaning. Proper precautions shall be taken to advise building occupants of wet and/or slippery floor conditions. All waxed surfaces must be maintained so as to provide safe anti-slip walking conditions. Vendor must provide necessary warning signage to warn owner's staff and patrons of potential slip hazards.

Sweeping: Floor shall be swept clean, free of dirt streaks and no dirt shall be left in corners, behind doors, on stair treads, or under furniture or equipment. Likewise, exterior entrances shall be swept clean of all dirt and trash. During sweeping operations, gum, tar and other sticky substances shall be removed with a putty knife. In addition, spills and spots must be removed during the sweeping process. This operation shall be performed with a cotton mop that has been dampened with a neutral detergent solution.

Damp or Wet Mopping: Floors shall be damp or wet mopped to remove dirt and stains that cannot be removed by sweeping. Mopping should be completed so as to leave no water or soap spotting or residue. A cotton mop, mop bucket wringer, and a neutral detergent solution shall be used to remove the soil. Mops and buckets shall be cleaned after each use and kept odor free. Buckets shall not be stored with solutions left in them.

Mopping solution shall be changed frequently to ensure floors are being properly cleaned. Furniture and other equipment shall be moved to mop underneath and replaced in its original position.

Mopped water splashed on baseboards, doors, or furniture shall be removed immediately. On completion of mopping operation there shall be no soil, litter, splash marks, streaks, swirls, or mop strands visible. The floor shall present an overall appearance of cleanliness.

Spot Mopping: This operation shall include the removal of stains by spillage on small areas of floor surface, and when doors have been left open and rain, snow, or sleet has blown in, or other substances have been tracked in.

Sweeping: Sweep all floor surfaces thoroughly. Removal all gum and adhesive material.

Spray Buffing: A high speed buffing machine shall be used with a synthetic buffer pad attached thereto, and the surface shall be buffed only enough to harden the finish and bring the surface to desired luster. Woodwork, baseboards, and furniture shall not be scarred or discolored by the buffing equipment or the solution used. Spray buffing solution shall not be applied to floors near than six (6) inches to the baseboard or non-movable fixtures.

Vacuuming of Carpet: Surface litters such as paper, gum, rubber bands, paper clips, etc. shall be picked up prior to vacuuming. A commercial heavy-duty upright carpet vacuum shall be used to remove obvious dust and soil from carpet. The carpeted floor, after vacuuming, shall be free of all visible litter and soil. In addition, movable furniture or equipment shall be tilted or moved to vacuum underneath or a portable vacuum with a crevice tool shall be used. In areas with permanent or stationary furniture and fixtures, a crevice tool shall be used to remove all dirt/dust from the edges of fixtures, etc. The carpeted floor after vacuuming shall be completely free of litter, soil and embedded grit.

Cleaning Office Furniture: Soil and dust shall be removed from office furniture. Metal desks, file cabinets, chairs, tabletops, etc., shall be dusted with clean wiping cloths and spots removed with sponge dampened in a neutral detergent solution. Vinyl covered furniture shall be cleaned with sponge or wiping cloth dampened in a neutral detergent solution. For hard to remove spots an approved cleaner shall be used. Wood furniture shall be dusted with treated dust cloths that have been sprayed with an approved polish and wiped to a shine with clean cloths.

Regular Dusting: All dust, lint, litter and dry soil shall be removed from horizontal surfaces and walls including office furniture, windowsills, shelves, etc., but items on desktops shall not be disturbed. Dusting shall be performed with clean dust cloths, and surfaces shall be dust free.

Spot Cleaning: Smudges, finger prints, marks and streaks shall be removed from washable surfaces, without scarring or discoloring the finish, by use of a sponge, clean cloth and spray bottle of neutral detergent. Germicidal cleaner solution shall be used in restrooms, eating areas, and drinking fountains. Glass cleaner shall be used on mirrors and windows. After spot cleaning, the surfaces shall have a uniform appearance free of spots, streaks and removable soil.

Washing of Interior and Exterior Glass: Smudges, oily film, dust and soil shall be removed from interior glass and mirrors by cleaning with glass cleaner solution, squeegee, and wiping cloths. Glass cleaner splash and drip marks shall be removed from adjacent surfaces. Glass surfaces shall be rinsed of detergent residue. All necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the City's representative is followed.

Trash Removal: All wastebaskets shall be emptied and returned to their initial location. Boxes, cans, papers and other trash placed near a trash receptacle and marked "TRASH" shall be removed and emptied directly into a designated trash dumpster, receptacle or area. Soiled or torn plastic wastebasket liners shall be replaced. Sand in cigarette butt urns shall be strained to remove all debris. Both the exterior and interior of wastebaskets and trash containers shall be damp wiped with germicidal detergent solution from a spray bottle using a sponge or cloth as needed. Trash receptacles that have accumulations of debris must be removed from their location and thoroughly cleaned to prevent odor and insect infestations. Trash receptacles that are supplied with lids, the lids must be cleaned to remove all spills and accumulations of food or other substances daily.

Entrance Mats: Carpet mats shall be vacuumed with commercial heavy-duty upright vacuum machine. Entrance mats of rubber or polyester shall be swept, shaken, vacuumed or washed. Entrance mats shall be lifted and soil and moisture underneath shall be removed.

Elevators: Smudges, fingerprints, gum, marks and graffiti shall be removed from interior, exterior surfaces and railings. Floors shall be cleaned in the same manner as other types of floor coverings as specified herein.

Restrooms:

- (1) Germicidal: Using an approved germicidal, detergent solution, completely sanitize restroom; to include floors, walls to ceiling, partitions, doors, and fixtures. Other cleaning materials specified herein shall be in addition to the germicidal.
- (2) General: Schedule of clean restrooms shall include sweeping, mopping, and scrubbing as necessary of floors, cleaning of mirrors, cleaning of nickel and chrome hardware, cleaning of fixtures, walls, stall partitions, and shower stalls. Cleaning of commodes and urinals detailed in the following section. Sanitary receptacles in women's restrooms shall be cleaned and washed

daily during cleaning schedule. Paper liners shall be inserted in these receptacles and replaced as necessary. Receptacles shall be emptied; liners folded, collected in separate containers, and disposed of with trash. Servicing and cleaning of restrooms during the building occupants' working hours shall be at intervals frequent enough to police and maintain an adequate supply of white toilet tissue, paper towels, hand soap, etc.

- (3) Fixtures: Commodes shall be cleaned daily to remove all rust and stains, inside and outside.

Urinals shall be cleaned daily to remove rust, and stains in the same manner as commodes. Cleaning solutions shall be flushed through the traps to reduce accumulations of scale. Urinal Mats shall be cleaned daily and replaced or deep cleaned monthly to prevent accumulations of urine and odors.

Commodes shall be cleaned inside and out with one gallon bucket containing germicidal solution.

Exterior of paper towel cabinets, soap dispensers, and tissue dispensers shall be wiped cleaned and refilled.

All stainless steel fixtures shall be cleaned daily with a commercial stainless steel cleaner to maintain the appearance of said fixture.

- (4) Restroom, shower stall, and wall cleaning: Floors shall be cleaned with mildew cleaner and sanitized with germicidal detergent cleaner and allowed to dry. In no instance shall a hose or stream of water be used to wash floor.

Shower stalls shall be cleaned with mildew cleaner to remove stains, soap scum, rust, mildew, etc., and sanitized with a germicidal detergent solution.

Walls, partitions, and woodwork shall be washed with germicidal detergent solution where wall surfaces are covered with a washable paint or vinyl covering.

Cleaning of Drinking Fountains: Soil, streaks, smudges, etc., shall be removed by use of spray bottle, germicidal detergent solution, and sponge, cloth. After cleaning, the fountain shall be free of stains, spots, smudges, and sanitized.

Polishing Metals: Solid push plates, kick plates, nameplates, and other metal fixtures shall be polished to present a bright, neat, clean shining appearance. Polishing shall be performed so as not to damage or scratch the finish

City of Lancaster, Texas (Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Alton Dixon Purchasing Agent	Address	PO Box 940	Address
Email	adixon@lanaster-tx.com		Lancaster, TX 75146	
Phone	1 (972) 218-1329	Contact	Alton Dixon	Contact
Fax	1 (972) 218-3621		Purchasing	
		Department		Department
Bid Number	2019-2 Addendum 1	Building		Building
Title	Janitorial Bid			
Bid Type	RFP	Floor/Room		Floor/Room
Issue Date	2/5/2019 10:14 AM (CT)	Telephone	(972) 218-1329	Telephone
Close Date	2/28/2019 03:00:00 PM (CT)	Fax	(972) 218-3621	Fax
		Email	purchasing@lanaster-tx.com	Email

Supplier Information

Company Oriental Building Services, Inc.
 Address 2526 Manana Dr.
 Suite 208
 Dallas, TX 75220
 Contact Nixon Shum
 Department
 Building
 Floor/Room
 Telephone (469) 522-0001
 Fax (469) 522-0003
 Email nshum@obsusa.net
 Submitted 2/28/2019 11:48:12 AM (CT)
 Total \$2,785.30

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Nixon Shum Email nshum@obsusa.net

Supplier Notes

Bid Notes

PRE-BID ON 2/13/19 AT 2PM AT 211 N. HENRY ST LANCASTER, TX. 75146

Bid Activities

Date	Name	Description
1/17/2019 08:00:00 AM (CT)	Week 1	Week 1 Advertisement - Focus News
1/20/2019 08:00:00 AM (CT)	Week 2	Advertisement

2/13/2019 02:00:00 PM Pre Bid Meeting
(CT)

A Pre-Bid Meeting will be held at 2pm all questions will be addressed there in an open setting.

2/28/2019 03:00:00 PM Submittals are Due
(CT)

Responses are due prior to the closing date and time.

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Questions	All questions shall be addressed to Alton Dixon, Purchasing Agent via email at purchasing@lancaster-tx.com.	Agree
2	Annual Contract	This agreement will contain a fixed pricing structure for the term of the agreement. Square Footages shown are estimates only and do not take into consideration furniture.	Agreed
3	One Year - 4 Renewals	Length of this contract shall be for one (1) full year with the option to renew the contract for four additional one-year periods. A renewal request will be sent 120 days prior to the end of each term. Provider must respond with in ten (10) days. The contract is expected to start on April 1, 2019 and continue for twelve (12) months through March 31, 2020.	Agree
4	Price Increases	Prices are firm for the two years. Any price increase after year two, must be justified and documentation submitted. Price increases may not exceed the current Consumer Price Index (U) for the D/FW Region area as published by the Bureau of Labor Statistics and shall not exceed five (5) percent. Any requested adjustment must be fully documented to the satisfaction of the City and submitted in writing to the Purchasing Agent at least one hundred twenty (120) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.	Agree
5	Response Term	Responses shall be valid for ninety (90) calendar days after the opening date and shall constitute an irrevocable offer to the City of Lancaster for the 90 calendar day period. The 90 calendar day period may be extended by mutual agreement of the parties.	Agree
6	Terminology	Throughout this document, the terms Contractor, Bidder, Proposer, and/or Vendor may be used interchangeably. Reference to any of these terms throughout this document should be construed by the reader as meaning any bidder for the products/services being requested (e.g., Bidder, Proposer); or the bidder who has been awarded a bid/RFQ or contract (e.g., Contractor, Vendor).	Agree
7	T&C Acknowledgement	I have read and agree to the terms and conditions of this bid.	Agreed

8	Bid Acknowledgement	Bidder affirms that they have read and understand all requirements of this proposal. Additionally, the bidder affirms that they are duly authorized to execute this contract and that this company has not prepared this proposal in collusion with any other proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the bidder nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this type of business prior to the official opening of this proposal.	Agreed
9	Payment Terms	The City of Lancaster's payment terms are Net 30.	Agreed
10	Change Orders	No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the city of Lancaster.	Agreed
11	AWARD OF CONTRACT	The contractor shall not commence work under these terms and conditions of the contract until all applicable Certificates of Insurance, Performance and Payment Bonds and have been approved by the City of Lancaster and he/she has received notice to proceed in writing and an executed copy of the contract from the City of Lancaster.	Agreed
12	Deviation	DEVIATIONS: In the event, you the Proposer, intends to deviate from the general terms, conditions, special conditions or specifications contrary to those listed in the "Terms and Conditions" and other information attached hereto, all such deviations must be detailed and uploaded in the RESPONSE ATTACHMENTS section of the e-pro system with the description DEVIATION. NO DEVIATIONS: In the absence of any deviation, Proposer assures the City of Proposer's compliance with the Terms, Conditions, Specifications, and information contained in this RFP.	None
13	Award	Response to specifications, location of vendor, history/relationship, price and vendor's ability to perform the work are the primary factors in determining the lowest responsible bid.	(No Response Required)
14	Performance Bond	A performance bond in the amount of 100% of the contract amount will be required from the awarded vendor. A sample document is attached and must be used by issuing bonding agent.	Understood
15	Company Ownership	Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.	No
16	Difficulties	What difficulties do you anticipate in serving the City? How do you plan to manage these and what assistance will you require from the City? Describe your firm's past performance on other contracts for the City (e.g. cost control, cost savings, schedule control).	Non
17	Financial Default	Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.	No

18	Litigation with City of Lancaster	Is your firm involved in any litigation (past or pending) with the city of Lancaster? If yes, please provide details.	No
19	Non-Performance	Identify if your firm has had any contracts terminated due to non-performance over the past five (5) years.	Non
20	Open Records Act	All responses will be maintained confidential until award is finalized. At that time, all proposals are subject to the Open Records Act.	Agreed
21	PROPERTY TAXES	Please indicate whether you or your company, owe delinquent property taxes to the City whether an assumed name, partnership, corporation, or any other legal form.	Do Not
22	Regulatory Sanctions	Identify adverse actions sanctioned by any regulatory authorities over the past five (5) years.	Non
23	Laws and ordinances	The Contractor shall at all times observe and comply with all Federal, State, and local laws, ordinances and regulations which in any manner affect the Contract or the work.	Understood
24	Late Submission	Bids/RFQs are not accepted after the closing date and time. The City of Lancaster is not responsible computer, mail or carrier issues/problems. The server time located in the top right corner of this software is the official clock. It is the responsibility of the user to ensure you have chosen the correct time zone for your company.	Understood
25	Deviation	DEVIATIONS: In the event, you the Proposer, intends to deviate from the general terms, conditions, special conditions or specifications contrary to those listed in the "Terms and Conditions" and other information attached hereto, all such deviations must be detailed and uploaded in the RESPONSE ATTACHMENTS section of the e-pro system with the description DEVIATION. NO DEVIATIONS: In the absence of any deviation, Proposer assures the City of Proposer's compliance with the Terms, Conditions, Specifications, and information contained in this RFP.	None
26	Contractor Independence	Contractor will operate as an independent contractor and not an agent, representative, partner, or employee of the City of Lancaster, and shall control his operations at the work site, and be solely responsible for the acts or omissions of his employee(s). All wages, taxes, and worker's compensation of all contract employees shall be paid by the contractor.	(No Response Required)
27	MWBE 1	Is your company M/WBE or HUB certified?	yes
28	MWBE 2	If yes, what is your certification number?	PMMB69620N0720
29	MWBE 3	If yes, what agency completed the certification?	NCTRCA
30	MWBE 4	If yes, what is the expiration date of your certification?	7-31-2020
31	BID PROTESTS	All protests regarding the bid solicitation process must be submitted in writing to the Purchasing Agent within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as protests relating to alleged improprieties or ambiguities in the specifications. The limitation does not include protests relating to staff recommendations as to award of a bid. Protests relating to staff recommendations may be directed to the City Council	Agreed

by contacting the City Secretary PRIOR to Council Award.

- 32 Reciprocal Information 1 The City of Lancaster, as a governmental agency of the State of Texas, may not award a contract for general construction, improvements, services or public works projects or purchases of supplies, materials, or equipment to a non-resident bidder unless the non-resident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder to obtain a comparable contract in the state in which the non-resident's principal place of business is located (Article 601g v.t.c.s.). Bidder shall answer all the following questions by encircling the appropriate response or completing the blank provided. Texas
- **Where is your principal place of business?
- 33 Reciprocal Information 2 For Businesses not located in Texas, does your state favor resident bidders (bidders in your state) by some dollar increment or percentage? N/A
- 34 Reciprocal Information 3 If Yes, What is the dollar increment or percentage? N/A
- 35 Notification How did you here about this bid opportunity? ESBD
- 36 Plan Room - Other If yes for a plan room or other, please list which plan room or other means of notification. N/A

Line Items

#	Qty	UOM	Description	Response
1	1	Week	Total Cost per week to Clean City Hall 5 days per week	\$244.66
Item Notes: 211 N. Henry 75146 8,835 Sq Ft				
Supplier Notes:				
Item Attributes: Please review the following and respond where necessary				
#	Name	Note	Response	
1	Per Square Foot Rate	Provide the cost per square foot	\$0.12	
2	Daily Cost	Provide the cost per day	\$48.93	
2	1	Week	Total Cost per week to Clean Service Center 2 days per week	\$58.15
Item Notes: 700 E. Main, 75146 4,200 Sq Ft				
Supplier Notes:				
Item Attributes: Please review the following and respond where necessary				
#	Name	Note	Response	
1	Per Square Foot Rate	Provide the cost per square foot	\$0.06	
2	Daily Cost	Provide the cost per day	\$29.08	
3	1	Week	Total Cost per week to Clean Public Safety Building 5 days per week	\$685.38
Item Notes: 1650 N. Dallas Avenue 75134 33,000 Sq Ft				
Supplier Notes:				
Item Attributes: Please review the following and respond where necessary				
#	Name	Note	Response	
1	Per Square Foot Rate	Provide the cost per square foot	\$0.09	
2	Daily Cost	Provide the cost per day	\$137.08	
4	1	Week	Total Cost per week to Clean Library 3 days per week	\$368.31
Item Notes: 1600 Veterans Memorial Pkwy 75134 21,000 Sq Ft				
Supplier Notes:				
Item Attributes: Please review the following and respond where necessary				
#	Name	Note	Response	
1	Per Square Foot Rate	Provide the cost per square foot	\$0.076	
2	Daily Cost	Provide the cost per day	\$122.77	

9	1	Week	Total Cost per week to JRW Pump Station 5 days per week	\$72.7
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Item Notes: 1999 Jefferson, 75134 3,500 Sq Ft

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Per Square Foot Rate	Provide the cost per square foot	\$0.09
2	Daily Cost	Provide the cost per day	\$14.54

10	1	Week	Total Cost per week to Clean Court 3 days per week	\$99.7
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Item Notes: 1999 Jefferson, 75134 4,800 Sq Ft

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Per Square Foot Rate	Provide the cost per square foot	\$0.09
2	Daily Cost	Provide the cost per day	\$33.23

11	1	Week	Total Cost per week to Clean the Visitor Center 3 days per week	\$89.31
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Item Notes: 103 N. Dallas Avenue 4,500 Sq Ft

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Per Square Foot Rate	Provide the cost per square foot	\$0.086
2	Daily Cost	Provide the cost per day	\$29.77

12	1	Week	Total Cost per week to Clean the Senior Center 5 days per week	\$221.54
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Item Notes: 240 Veterans Memorial Pkwy, 75134 12,000 Sq Ft

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Per Square Foot Rate	Provide the cost per square foot	\$0.08
2	Daily Cost	Provide the cost per day	\$44.31

13	1	Week	Total Cost per week to Clean the Golf Course Clubhouse 3 days per week	\$103.85
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Item Notes: 240 W. Beltline Rd, 75146 5,000 Sq Ft

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Per Square Foot Rate	Provide the cost per square foot	\$0.09
2	Daily Cost	Provide the cost per day	\$34.62

14	1	Week	Total Cost per week to Clean the Airport Terminal Building 3 days per week	\$154.6
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Item Notes: 730 Ferris Road, 75146 9,305 Sq Ft

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Per Square Foot Rate	Provide the cost per square foot	\$0.072
2	Daily Cost	Provide the cost per day	\$51.53

15	1	Hour	Cost per hour for Emergency Cleaning	\$16.85
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Item Notes: Hourly rate per person.

Supplier Notes:

16	1	sq ft	Price per square foot to be used for adding and deleting locations and / or occupied / unoccupied space.	\$0.08
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Item Notes:

Supplier Notes:

Response Total:			\$2,785.30
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LANCASTER CITY COUNCIL

City Council Regular Meeting

3.

Meeting Date: 04/22/2019

Policy Statement: This request supports the City Council 2018-2019 Policy Agenda

Goal(s): Quality Development

Submitted by: Shane Shepard, Director of Economic Development

Agenda Caption:

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 Brasscraft Manufacturing Company.

Background:

Brasscraft Manufacturing Company (Brasscraft) is purchasing \$5.9 million in machinery to increase production of an existing product line at their facility in Lancaster. The expansion will result in thirty (30) new full-time manufacturing jobs within two (2) years.

The company estimates approximately \$5,900,000 in Business Personal Property. The company applied for a business personal property tax incentive grant in compliance with the City's Incentive Policy.

Operational Considerations:

Brasscraft will annually submit receipts for business personal property tax payments in order to exercise the Grant. Within 60 days of verification of payment, the City will remit fifty percent (50%) of business personal property to the company for six (6) years.

Legal Considerations:

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

Public Information Considerations:

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

Fiscal Impact:

Based on the estimated value added capital investment submitted by the company and in consideration of the tax rebates, the project will represent approximately \$153,547.50 over the first five (5) year period in new revenue to the City, and \$51,182.50 annually after the sixth (6th) year with a total of \$358,277.50 in the first ten (10) years.

Options/Alternatives:

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

Recommendation:

Staff recommends approval of the resolution and agreement, as presented.

Attachments

Resolution

Agreement

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING A CHAPTER 380 AGREEMENT BY AND BETWEEN THE CITY OF LANCASTER, TEXAS, AND BRASSCRAFT MANUFACTURING COMPANY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lancaster, Texas, ("City") desires to grant certain incentives to Brasscraft Manufacturing Company, Michigan Corporation, for the purpose of expanding production at their Lancaster, Texas facility;

WHEREAS, the City is authorized by Chapter 380 of the Texas Local Government Code to issue grants in order to promote local economic development by stimulating the local economy; and

WHEREAS, an Economic Development Incentive Agreement ("the Agreement") containing the terms of the grant of incentives from the City is appropriate.

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

SECTION 1. The City Council authorizes the City Manager to execute the Economic Development Incentive Agreement between the City of Lancaster, Lancaster Economic Development Corporation and Brasscraft Manufacturing Company, and;

SECTION 2. This Resolution shall take effect immediately from and after the date of passage and is so resolved.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 22nd day of April, 2019.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

**CITY OF LANCASTER, TEXAS
AND
BRASSCRAFT MANUFACTURING COMPANY**

**CHAPTER 380 ECONOMIC DEVELOPMENT
PROGRAM AND AGREEMENT**

This **CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AND AGREEMENT** (hereinafter referred to as the "Agreement") is made and entered into by and between the **CITY OF LANCASTER, TEXAS**, a Texas home-rule municipality (hereinafter referred to as the "City"), and **BRASSCRAFT MANUFACTURING COMPANY**, a Michigan corporation (hereinafter referred to as the "Developer"), for the purposes and considerations stated below:

WHEREAS, the Developer desires to enter into this Agreement pursuant to Chapter 380 of the Texas Local Government Code; and

WHEREAS, the City desires to provide, pursuant to Chapter 380 of the Texas Local Government Code an incentive to Developer to develop the Property as defined below; and

WHEREAS, the City possesses the legal and statutory authority under Chapter 380 of the Texas Local Government Code to expend public funds for the purposes of promoting local economic development and stimulating business and commercial activity within the City of Lancaster, Texas; and

WHEREAS, the City has determined that a grant of funds to the Developer will serve the public purpose of promoting local economic development, with the development and diversification of the economy of the State and City, will eliminate unemployment and underemployment in the State and City, and will enhance business and commercial activity within the City of Lancaster, Texas; and

WHEREAS, the City has concluded and hereby finds that this Agreement clearly promotes economic development in the City of Lancaster, Texas, and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code, and further, is in the best interests of the City and the Developer; and

WHEREAS, the City has concluded and hereby finds that this Agreement clearly promotes economic development in the City of Lancaster, Texas, and, as such, meets the requirements of Article III, Section 52-a of the Texas Constitution by assisting in the development and diversification of the economy of the State, by eliminating unemployment or underemployment in the State, and by the development or expansion of commerce within the State.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer agree as follows:

SECTION 1. FINDINGS INCORPORATED.

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

SECTION 2. TERM.

This Agreement shall be effective as of the Effective Date of this Agreement, as defined herein, and shall continue thereafter for a term of seven (7) years.

SECTION 3. DEFINITIONS.

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

- (a) **Agreement.** The word "Agreement" means this Chapter 380 Economic Development Program and Agreement, authorized by Chapter 380 of the Texas Local Government Code, together with all exhibits and schedules attached to this Agreement from time to time, if any.
- (b) **Certificate of Occupancy.** The words "Certificate of Occupancy" mean a certificate of occupancy (or its local equivalent) for the Facility.
- (c) **City.** The word "City" means the City of Lancaster, Texas, a Texas home-rule municipality. For the purposes of this Agreement, City's address is P.O. Box 940, Lancaster, Texas 75146.
- (d) **Developer.** The word "Developer" means Brasscraft Manufacturing Company, whose address for the purposes of this Agreement is 39600 Orchard Hill Place, Novi, MI 48375-5331.
- (e) **Effective Date.** The words "Effective Date" mean the date of the latter to execute this Agreement by and between the City and Developer, following approval by their respective Council and Board.
- (f) **Event of Default.** The words "Event of Default" mean and include any of the Events of Default set forth in the section entitled "Events of Default" in this Agreement.
- (g) **Facility.** The word "Facility" means Developer's manufacturing/distribution facilities constructed on the Property. In order to qualify as the "Facility" under this Agreement, the facility must meet all of the following criteria: (1) be located within the City; and (2) a Certificate of Occupancy obtained within six (6) months from the Effective Date of the Agreement, or if already obtained, maintained throughout the Term of this Agreement.

- (h) **Full-Time Equivalent Employment Positions.** The words “Full-Time Equivalent Employment Position(s)” mean a job requiring a minimum of One Thousand Nine Hundred Twenty (1,920) hours of work averaged over a twelve-month period with such hours also to include any vacation and sick leave.
- (i) **Program Payment.** The words “Program Payment” mean the economic development funds provided by the City to Developer in accordance with this Agreement. Program Payments will be made in the form of tax rebates as described in more detail in Section 5(a) of this Agreement.
- (j) **Property.** The word “Property” means Developer’s tract of land located in the City of Lancaster, Dallas County, Texas, commonly known as 555 S. Lancaster-Hutchins Road, Lancaster, TX 75146, and more particularly described and or depicted in ***Exhibit A*** of this Agreement, which is attached hereto and incorporated herein for all purposes.
- (k) **Term.** The word “Term” means the term of this Agreement as specified in Section 2 of this Agreement.

SECTION 4. AFFIRMATIVE OBLIGATIONS OF DEVELOPER.

The Developer covenants and agrees with City that, while this Agreement is in effect, it shall comply with the following terms and conditions:

- (a) **Occupation of Facility.** Developer covenants and agrees to continue occupying the Facility during the term of this Agreement.
- (b) **Certificate of Occupancy.** Developer covenants and agrees to obtain or maintain a City Certificate of Occupancy for the Facility located on the Property during the term of this Agreement.
- (c) **Operation of Facility.** Developer covenants and agrees to maintain and actively operate the Facility located on the Property during the Term of this Agreement.
- (d) **Performance.** Developer covenants and agrees to perform and comply with all terms, conditions and provisions set forth in this Agreement, and any other agreements by and between the City and Developer.
- (e) **Full-Time Equivalent Employment Positions.** Developer covenants and agrees to establish not fewer than thirty (30) new Full-Time Equivalent Employment Positions at the Facility within two (2) years of the Effective Date of this Agreement, such positions to be maintained throughout the Term of this Agreement.

SECTION 5. AFFIRMATIVE OBLIGATIONS OF THE CITY.

City covenants and agrees with Developer that, while this Agreement is in effect, it shall comply with the following terms and conditions:

(a) **Program Payments.**

- (1) **Business Personal Property Tax.** The City shall make Program Payments to Developer for the ad valorem taxes paid by the Developer to the City for Business Personal Property for a period not to exceed six (6) years. The first year of the Program Payments pursuant to this Section 5(a)(1) of this Agreement shall be the first tax year that: (A) begins after new (to the Property) Business Personal Property (that is, BPP introduced into the Facility after the Effective Date of this Agreement) is fully assessed by the taxing authorities at a minimum of **Five Million Nine Hundred Thousand (\$5,900,000.00)** of increased BPP ad valorem value over the baseline value for the tax year immediately before the Effective Date of this Agreement; and (B) the thirty (30) new Full-Time Equivalent Employment Positions described in Section 4(e) of this Agreement are filled (the "Payment Conditions"). The Program Payments shall be based upon the following percentages:

Tax Years 1-6	Percentage of City Personal Property Taxes Reimbursed
1st through 6th tax year after satisfaction of the Payment Conditions	50%

The City covenants and agrees to provide each Program Payment to Developer within thirty (30) days following receipt of the ad valorem taxes paid to the City for the Business Personal Property. For purposes of these Program Payments, payment to the City's authorized tax collection agent (currently the Dallas County Tax Assessor/Collector (the "Dallas County Tax Office") shall be considered ad valorem taxes "paid to the City."

- (2) **Valuation of Real Property and Business Personal Property.** The Real Property valuations in this Section 5 are Dallas Central Appraisal District ("DCAD") values, including the values assigned by constituent taxing authorities.

SECTION 6. CESSATION OF ADVANCES.

If City has made any commitment to provide any Program Payment to Developer, whether under this Agreement or under any other agreement, the City shall have no obligation to advance or disburse future Program Payment after: (a) Developer becomes insolvent, files a

petition in bankruptcy or similar proceedings, or is adjudged bankrupt; or (b) an Event of Default occurs and is not cured within the time period provided in Section 8.

SECTION 7. EVENTS OF DEFAULT.

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

- (a) **General Event of Default.** Failure of Developer or City to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement, or failure of Developer or City to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement by and between Developer and City is an Event of Default.
- (b) **False Statements.** Any warranty, representation, or statement made or furnished to the City by or on behalf of Developer under this Agreement that is false or misleading in any material respect, either now or at the time made or furnished is an Event of Default.
- (c) **Insolvency.** Developer's insolvency, appointment of receiver for any part of Developer's property, any assignment for the benefit of creditors of Developer, any type of creditor workout for Developer, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer is an Event of Default.
- (d) **Ad Valorem Taxes.** Developer allows its ad valorem taxes owed to the City to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure within thirty (30) days after written notice thereof from City and/or Dallas County Central Appraisal District is an Event of Default.

SECTION 8. EFFECT OF AN EVENT OF DEFAULT.

In the event of default under Section 7 of this Agreement, the non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to cure said default. Should said default remain uncured as of the last day of the applicable cure period, the non-defaulting party shall have the right to terminate this Agreement, enforce specific performance as appropriate, or maintain a cause of action for damages caused by the event(s) of default. In the event the Developer defaults and is unable or unwilling to cure said default within the prescribed time period, the Program Payments provided by the City to Developer pursuant to Section 5(a) of this Agreement, shall become immediately due and payable by the Developer to the City.

SECTION 9. INDEMNITY.

TO THE EXTENT ALLOWED BY LAW, EACH PARTY AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER (AND ITS OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMAND, SUITS,

JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO OR RESULTING FROM ITS PERFORMANCE UNDER THIS AGREEMENT, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS AGREEMENT. NOTHING HEREIN SHALL BE INTERPRETED AS A WAIVER OF CITY'S GOVERNMENTAL IMMUNITY FROM SUIT OR DAMAGES.

SECTION 10. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Dallas County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Dallas County, Texas.
- (c) **Assignment.** This Agreement may not be assigned without the express written consent of the other party, which shall not be unreasonably withheld, conditioned or delayed. Any restrictions herein on the transfer or assignment of Developer's interest in this Agreement shall not apply to and shall not prevent the assignment of this Agreement to a subsidiary or affiliate of Developer as well as any corporation or other entity with which Developer may merge or consolidate or that may succeed to a controlling interest in the business of Developer or in which Developer owns more than a twenty percent (20%) equity interest.
- (d) **Attorneys' Fees and Costs.** In the event of any action at law or in equity between the parties to enforce any of the provisions hereof, to the extent allowed by law any unsuccessful party to such litigation shall pay to the successful party all costs and expenses, including reasonable attorneys' fees (including costs and expenses incurred in connection with all appeals) incurred by the successful party, and these costs, expenses and attorneys' fees may be included in and as part of the judgment. A successful party shall be any party who is entitled to recover its costs of suit, whether or not the suit proceeds to final judgment.
- (e) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. City warrants and represents that the individual executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. Developer warrants and represents that the

individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.

- (f) **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.
- (g) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (h) **Entire Agreement.** This written agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.
- (i) **Force Majeure.** It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.
- (j) **No Interpretation Against Drafter.** Developer and City have participated in negotiating and drafting this Agreement, and agree that the Agreement is to be construed as if drafted jointly. The parties agree that the Agreement will not be interpreted or construed against either party should a need for interpretation or resolution of any ambiguity arise.
- (k) **Notices.** Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered by nationally recognized next business day delivery service or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested. The parties agree to keep the other party or parties informed of their address at all times during the Term of this Agreement. The Notices shall be addressed as follows:

If to the City: City of Lancaster, Texas
 Attn: Opal Mauldin-Jones, City Manager
 P.O. Box 940
 Lancaster, Texas 75146
 Telephone: (972) 218-1302

If to the Developer: Brasscraft Manufacturing Company
 39600 Orchard Hill Place
 Novi, MI 48375

Attn: _____

With a copy to: Masco Corporation
17450 College Parkway
Livonia, MI 48152
Attention: General Counsel

- (l) **Severability.** The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation have the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.
- (m) **Sovereign Immunity.** No party hereto waives any statutory or common law right to sovereign immunity by virtue of its execution hereof.
- (n) **Survival.** All warranties, representations, and covenants made by Developer in this Agreement or in any certificate or other instrument delivered by Developer to City under this Agreement shall be considered to have been relied upon by the City and will survive the payment of any Program Payments under this Agreement regardless of any investigation made by the City or on City's behalf.
- (o) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.
- (p) **Undocumented Workers.** The Developer certifies that Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of any public subsidy provided under this Agreement to Developer plus six percent (6.0%), not later than the 120th day after the date the City notifies Developer of the violation.
- (q) In accordance with Section 2270.002 of the Texas Government Code (as added by Tex. H.B. 89, 85th Leg., R.S. (2017)), the Developer verifies that it does not boycott Israel and will not boycott Israel during the Term of this Agreement.
- (r) In accordance with Section 2252.152 of the Texas Government Code (as added by Tex. S. B. 252, 85th Leg., R.S. (2017)), the Parties covenant and agree that Developer is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
- (s) **Estoppel Certificate.** Upon written request by Developer to City, City will provide Developer with a certificate stating, as of the date of the certificate, (i) whether this Agreement is in full force and effect and, if Developer is in breach of this Agreement, the

nature of the breach, and (ii) a statement as to whether this Agreement has been amended and, if so, the identity and substance of each amendment.

[The Remainder of this Page Intentionally Left Blank]

THE INCENTIVES IN THIS AGREEMENT SHALL BE NULL AND VOID IF NOT SIGNED BY DEVELOPER AND RETURNED TO THE CITY WITHIN SEVEN (7) WORKING DAYS OF THE DATE LISTED HEREIN: APRIL 22, 2019.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed.

CITY:

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

By: _____
Opal Mauldin-Jones, City Manager

Date: _____

ATTEST:

Sorangel O. Arenas, City Secretary

APPROVED AS TO FORM:

David T. Ritter, City Attorney

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of April, 2019, by Opal Mauldin-Jones, City Manager of the City of Lancaster, Texas, a Texas home-rule municipality, on behalf of said municipality.

Notary Public, State of Texas

DEVELOPER:

BRASSCRAFT MANUFACTURING COMPANY,
a Michigan corporation

Name: _____

Title: _____

Date Signed: _____

STATE OF MICHIGAN

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on the ____ day of _____, 2019, by ____
_____, _____ of Brasscraft Manufacturing Company, a Michigan
corporation, on behalf of said corporation.

Notary Public, County of _____, MI

Exhibit A

Legal Description and/or Depiction
of the Property

LANCASTER CITY COUNCIL

City Council Regular Meeting

4.

Meeting Date: 04/22/2019

Policy Statement: This request supports the City Council 2018-2019 Policy Agenda

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

Submitted by: Opal Mauldin-Jones, City Manager and Jasmine Carr, Community Programs Coordinator

Agenda Caption:

Consider a resolution supporting the 2020 Census, establishing the City of Lancaster Complete Count Committee, and confirming appointments to said committee.

Background:

Every decade since 1790, the U.S Census Bureau has conducted a constitutionally mandated census to determine the number of people living within the United States and U.S. territories. This data is used to make vital decisions on behalf of all citizens, including reapportionment and redistricting for the United States Congress.

Census data also affect how federal funds are distributed to tribal, state, and local governments each year. The Complete Count Committee is a major vehicle for planning and implementing local, targeted efforts that will uniquely address the special characteristics of each community. The role of the Complete Count Committee will be to plan and implement local outreach efforts to publicize the importance of the 2020 Census. Each community has unique census tracks considered "hard to count" and for every Texan not counted there is a fiscal per capita impact of \$1,578. The Complete Count Committee will be vital with ensuring every Lancaster resident helps shape our future by being counted on April 1, 2020, Census Day.

At the March 18, 2019 City Council Work Session, council received a presentation from the Dallas Regional Census Office on the 2020 Census and the Complete Count Committee. Each City Council Member agreed to recommend three (3) nominees to the committee.

Operational Considerations:

Below are the names received to establish 2020 Complete Count Committee:

Members

1. Ivory Barnes
2. David Birge
3. Christye Boyd
4. Kathy Dorsey
5. Sherry Grant
6. Kenneth Howell
7. Barbara Hughes
8. Shannon Lee
9. Rachel Lyons

10. Carolyn Morris
11. Judith Osegueda
12. Mark Powell
13. Glenda Tagi
14. Roosevelt Truitt
15. Parris Velasco

Public Information Considerations:

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

Options/Alternatives:

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

Recommendation:

Support of the this item is at Council's discretion.

Attachments

Resolution

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, SUPPORTING THE U.S. CENSUS BUREAU 2020 CENSUS, ESTABLISHING A COMPLETE COUNT COMMITTEE, CONFIRMING APPOINTMENTS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the U.S. Census Bureau is required by the U.S. Constitution to conduct a count of the population and provides a historic opportunity to help shape the foundation of our society and play an active role in American democracy;

WHEREAS, the City of Lancaster is committed to ensuring every resident is counted; and

WHEREAS, federal and state funding is allocated to communities, and decisions are made on matters of national and local importance based, in part, on census data and housing; and

WHEREAS, census data helps determine how many seats each state will have in the U.S. House of Representatives and is necessary for the an accurate and fair redistricting of state legislative seats, county and city councils and voting districts; and

WHEREAS, information from the 2020 Census and American Community Survey are vital tools for economic development and increased employment.

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

SECTION 1. The Census Complete Count Committee is hereby established and appointed.

1. Ivory Barnes
2. David Birge
3. Christye Boyd
4. Kathy Dorsey
5. Sherry Grant
6. Kenneth Howell
7. Barbara Hughes
8. Shannon Lee
9. Rachel Lyons
10. Carolyn Morris
11. Judith Osegueda
12. Mark Powell
13. Glenda Tagi
14. Roosevelt Truitt
15. Parris Velasco

SECTION 2. The City Council supports the goals and ideals for the 2020 Census and will disseminate 2020 Census information.

SECTION 3. Encourage all City residents to participate in events and initiatives that will raise the overall awareness of the 2020 Census and increase participation.

SECTION 4. Encourage Census advocates to speak to City and Community Organizations.

SECTION 5. Support census takers as they help our City complete an accurate count.

SECTION 6. Strive to achieve a complete and accurate count of all persons within our borders.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this 22nd day of April, 2019.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

LANCASTER CITY COUNCIL

City Council Regular Meeting

5.

Meeting Date: 04/22/2019

Policy Statement: This request supports the City Council 2018-2019 Policy Agenda

Goal(s): Civic Engagement

Submitted by: Sorangel O. Arenas, City Secretary

Agenda Caption:

Consider declaring a certain board, commission or committee position(s) vacant due to resignation.

Background:

On February 11, 2019, the City Council considered its annual appointments to the various Boards, Commissions and Committees of the City of Lancaster. However, staff has received the resignation listed below:

Name	Board	Term Expires
Mary Guinn	Historic Landmark Preservation Committee	2019

Operational Considerations:

As prescribed in Ordinance 2018-12-53 for all City Boards, Commissions and Committees, Section 5.02.007 Historic Landmark Preservation Committee, Subsection (b) states "Members of the Committee shall be appointed by the Planning & Zoning Commission and confirmed by City Council..."

Public Information Considerations:

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

Options/Alternatives:

1. City Council may declare a vacancy.
2. City Council may deny declaring a vacancy.

Recommendation:

This matter is solely at Council's pleasure.

CITY OF LANCASTER'S BOARDS AND COMMISSIONS

City Council Regular Meeting

6.

Meeting Date: 04/22/2019

Policy Statement: This request supports the City Council 2018-2019 Policy Agenda

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

Submitted by: Bester Munyaradzi, Senior Planner

Agenda Caption:

Z19-08 Conduct a public hearing and consider an ordinance for a rezoning request from Agricultural Open (A-O) to Single Family-Estate (SF-E). The property is located south of Lomita Drive and east of Meadowlark Lane and is addressed as 1640 Meadowlark Lane. It is further described as Lot 12, Block 3 in Abstract No. 128 CH Barnard Survey, Lancaster, Dallas County, Texas.

Background:

1. **Location and Size:** The property is located on Meadowlark Lane and is approximately 380 feet north of Meadowlark Court and is approximately 1.13 acre in size.
2. **Current Zoning:** The subject property is currently zoned Agricultural Open (A-O).
3. **Adjacent Properties:**
North: A-O - Agricultural Open (vacant)
South: A-O - Agricultural Open (vacant)
East: (PD-R) and (PD-SF-6) - Planned Development - Retail and Planned Development
- Residential
West: A-O - Agricultural Open (occupied)
4. **Comprehensive Plan Compatibility:** The 2002 Comprehensive Plan identifies this site as suitable for residential uses. The proposed use is consistent with the Comprehensive Plan. The 2002 Comprehensive Plan is being referenced because Chapter 3 of the 2016 Comprehensive Plan specifically notes that "The Preferred Scenario" for future land use remains unchanged in most areas of the City where stable and sustainable land uses exist."

5. **Case History:**

Date	Body	Action
04/02/2019	P&Z	Z19-08 Recommended approval of the zoning change request from A-O to SF-E.

Operational Considerations:

This is a request to rezone the subject property from A-O to SF-E for the development of a single family home on a 1.13 acre lot. The density requirements for A-O, SF-E and Single Family Residential (SF-4) are one (1) unit per five (5) acres, one (1) unit per acre and four (4) units per acre, respectively. The current zoning only allows for agricultural uses and a single family dwelling on five (5) acres or more which would not allow the applicant to build a single-family home on the 1.13 acre property. The proposed zoning change would allow up to one (1) dwelling unit per acre.

Consistency with the Comprehensive Plan:

The 2002 Comprehensive Plan Future Land Use map designates this area as Rural Living. Rural Living is focused on areas of the community that has the ability to preserve a rural character. This includes estate residential type areas. The high-end character of this housing is primarily focused on the needs of executives with densities less than two (2) dwelling units per acre. The zoning change request is therefore consistent with the Comprehensive Plan shown on the attached Comprehensive Plan excerpt.

Potential Impact on Adjacent Development:

Properties to the north, south and west are zoned A-O while the property to the east is zoned PD-R and PD-SF-6. This property serves as an appropriate location for a single family home as it is surrounded by properties that will be eventually rezoned and developed into single family. The surrounding properties are also one (1) plus acres that allow them to be rezoned to SF-E. If zoning is approved by City Council, the proposed SF-E development will be subject to the Lancaster Development Code, Subdivision Regulations and other relevant City Codes.

Availability of utilities and access:

The subject property is served by City of Lancaster water and sanitary sewer. Both utilities are existing on Meadowlark Lane. Access to this site will be from Meadowlark Lane.

Site conditions such as vegetation, topography and flood plain:

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

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

There are no capital improvements planned for the area and no rights-of-way (ROW) dedication is needed per the City's Master Thoroughfare Plan.

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

Public Information Considerations:

This is a zoning change request and in accordance with Texas Local Government Code, Section 211, zoning change requests must be noticed 10 days before the hearing. On March 19, 2019, a notice for this public hearing appeared in the Focus Daily Newspaper. 10 notifications of this public hearing were mailed to owners that are within 200 feet of the subject property. There were two (2) letters received in support and no letters received in opposition of this request.

Options/Alternatives:

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

Recommendation:

On April 2, 2019 the Planning and Zoning Commission recommended approval of the request. Staff concurs with the Planning and Zoning Commission's recommendation.

Attachments

Ordinance

Location Map

Exhibit A

2002 Future Land Use Map

2016 Future Land Use Map

Letter in Support (2)

P&Z staff report with attachments (4/2/2019)

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, CHANGING THE ZONING DESIGNATION ON APPROXIMATELY 1.13 ACRES OF LAND GENERALLY LOCATED SOUTH OF LOMITA DRIVE AND EAST OF MEADOWLARK LANE WITH AN ADDRESS OF 1640 MEADOWLARK LANE FROM A-O, AGRICULTURAL- OPEN DISTRICT, TO SF-E SINGLE FAMILY RESIDENTIAL ESTATE DISTRICT; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

SECTION 2. From and after the effective date of this Ordinance, the zoning on the Property is hereby changed from A-O, Agricultural-Open Space, to SF-E, Single Family Residential Estate District, as more particularly described in "Exhibit A," attached hereto and made a part hereof for all purposes. The City's Zoning Map shall be amended to reflect the zoning amendment referenced herein.

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

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

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

SECTION 6. This Ordinance shall become effective from and after its passage and publication.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 22nd day of April, 2019.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

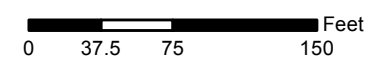
David T. Ritter, City Attorney

City of Lancaster
1640 Meadowlark Ln
Zoning: Agricultural Open

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



DISCLAIMER / LIMITATION OF LIABILITY
The information on this map is provided by the City of Lancaster's GIS (Geographic Information System) Division as a public service. The GIS Division is continually updating the data and attempting to provide the most accurate information possible. Such information is intended for reference only. It is the responsibility of the user to confirm any discrepancies in the data. The City of Lancaster does not guarantee the accuracy of the information, data or maps. All information is provided "As-is" without warranty of any kind.



LEGAL DESCRIPTION

TO CENTERLINE:
BEING a 1.214 acre tract of land situated in the CH Barnard Survey, Abstract No. 128, being all of Lot 12, Block 3, Stillmeadow Acres, an addition to the City of Lancaster, Dallas County, Texas, as recorded in Volume 9, Page 79, Plat Records, Dallas County, Texas, same being a tract of land conveyed to Elias E. Gomez by deed recorded in Instrument Number 201800108458, Deed Records, Dallas County, Texas and going to the centerline of Meadowlark Lane (60 foot right of way) and being more particularly described by metes and bounds as follows: (Bearings and distances are based on the State Plane Coordinate System, Texas North Central Zone (4202), North American Datum of 1983 (NAD83) (US Foot) With a combined scale factor of 1.000136506;

BEGINNING at a 1/2 inch rebar found the northwest corner of said Lot 12, same being the southwest corner of Lot 11, Block 3 of said Stillmeadow Acres, and lying on the east right of way line of said Meadowlark Lane;

THENCE North 88 degrees 36 minutes 35 seconds East departing the east right of way line of said Meadowlark Lane, with the south line of said Lot 11, a distance of 393.00 feet to a 1/2 inch rebar capped "ASC" set for the northeast corner of said Lot 12, same being the southeast corner of said Lot 11 and lying on the west line of a tract of land conveyed to RS Bearcreek One, LTD by deed recorded in Volume 2003196, Page 11435, Deed Records, Dallas County, Texas;

THENCE South 01 degrees 23 minutes 25 seconds East with the west line of said RS Bearcreek One, LTD tract, a distance of 125.00 feet to a 1/2 inch rebar found for the northeast corner of Lot 13, Block 2 of said Stillmeadow Acres, same being the southeast corner of said Lot 12;

THENCE South 88 degrees 36 minutes 35 seconds West departing the west line of said RS Bearcreek One, LTD tract, with the north line of said Lot 13, passing a 3/8 inch rebar found for the southwest corner of said Lot 12, same being the northwest corner of said Lot 13, a distance of 393.00 feet and continuing to the centerline of said Meadowlark Lane, a total distance of 423.00 feet to a point for corner;

THENCE North 01 degrees 23 minutes 25 seconds West with the centerline of said Meadowlark Lane, a distance of 125.00 feet to a point for corner;

North 88 degrees 36 minutes 35 seconds East, over and through said Meadowlark Lane, a distance of 30.00 feet to THE POINT OF BEGINNING and containing 52,875 square feet or 1.214 acres of land, more or less.

JUST PROPERTY:
BEING a 1.128 acre tract of land situated in the CH Barnard Survey, Abstract No. 128, being all of Lot 12, Block 3, Stillmeadow Acres, an addition to the City of Lancaster, Dallas County, Texas, as recorded in Volume 9, Page 79, Plat Records, Dallas County, Texas, same being a tract of land conveyed to Elias E. Gomez by deed recorded in Instrument Number 201800108458, Deed Records, Dallas County, Texas and being more particularly described by metes and bounds as follows: (Bearings and distances are based on the State Plane Coordinate System, Texas North Central Zone (4202), North American Datum of 1983 (NAD83) (US Foot) With a combined scale factor of 1.000136506;

BEGINNING at a 1/2 inch rebar found the northwest corner of said Lot 12, same being the southwest corner of Lot 11, Block 3 of said Stillmeadow Acres, and lying on the east right of way line of said Meadowlark Lane;

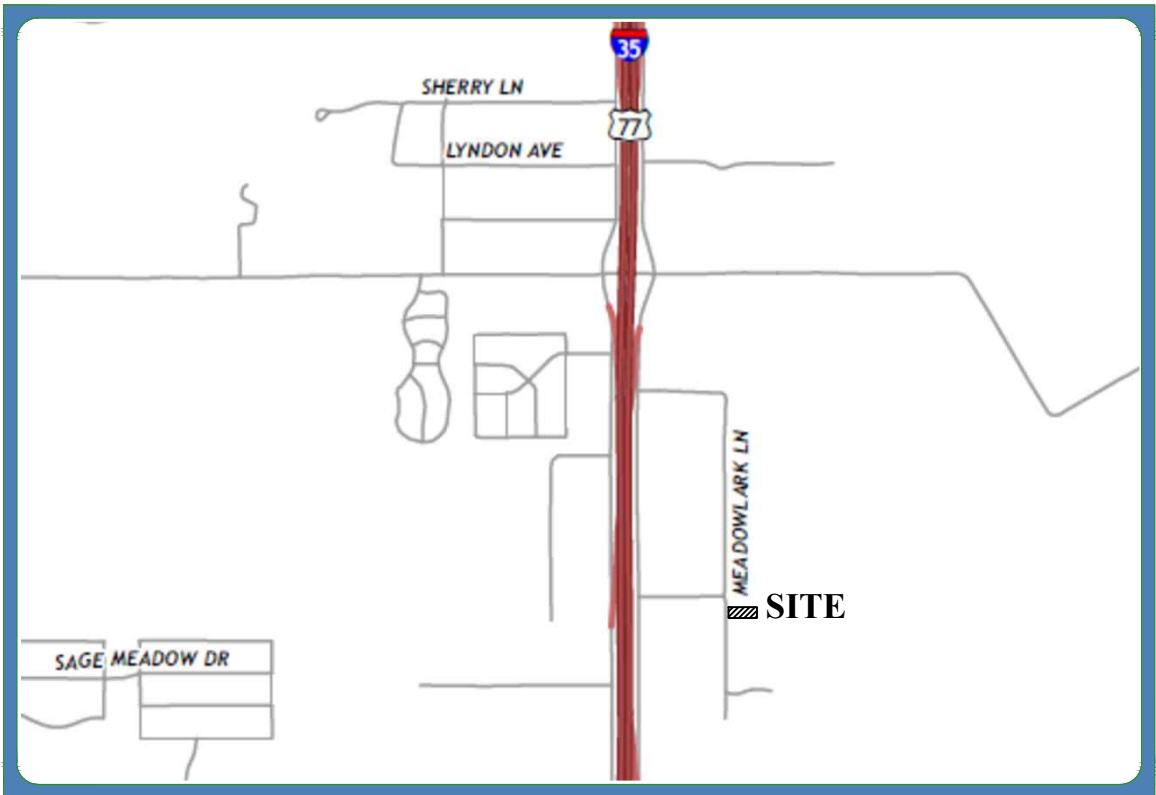
THENCE North 88 degrees 36 minutes 35 seconds East departing the east right of way line of said Meadowlark Lane, with the south line of said Lot 11, a distance of 393.00 feet to a 1/2 inch rebar capped "ASC" set for the northeast corner of said Lot 12, same being the southeast corner of said Lot 11 and lying on the west line of a tract of land conveyed to RS Bearcreek One, LTD by deed recorded in Volume 2003196, Page 11435, Deed Records, Dallas County, Texas;

THENCE South 01 degrees 23 minutes 25 seconds East with the west line of said RS Bearcreek One, LTD tract, a distance of 125.00 feet to a 1/2 inch rebar found for the northeast corner of Lot 13, Block 2 of said Stillmeadow Acres, same being the southeast corner of said Lot 12;

THENCE South 88 degrees 36 minutes 35 seconds West departing the west line of said RS Bearcreek One, LTD tract, with the north line of said Lot 13, a distance of 393.00 feet to a 3/8 inch rebar found for the southwest corner of said Lot 12, same being the northwest corner of said Lot 13;

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VICINITY MAP
NOT TO SCALE



SURVEYOR'S NOTES:

- Bearings and distances are based on the State Plane Coordinate System, Texas North Central Zone (4202) North American Datum of 1983 (NAD 83)(US Foot) with a combined scale factor of 1.00012.
- Elevations are referenced to approved City of Lancaster benchmarks. Benchmark #6 and Benchmark #4
- This property lies within Zone "X" Unshaded of the Flood Insurance Rate Map for Dallas County, Texas and Incorporated Areas, map no. 48113C0630K, July 7, 2014, via scaled map location and graphic plotting.
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- Approval of the zoning case associated with this exhibit shall not imply approval of any associated study, plat or plan, approval of development standards shown hereon, or the initiation of the development process. Planning and Zoning Commission and/or City Council action on studies, plats, or plans relating to development of this property shall be considered as an action separate from action taken on this zoning case.

NOTE REGARDING UTILITIES

Utility locations are per observed evidence

LEGEND

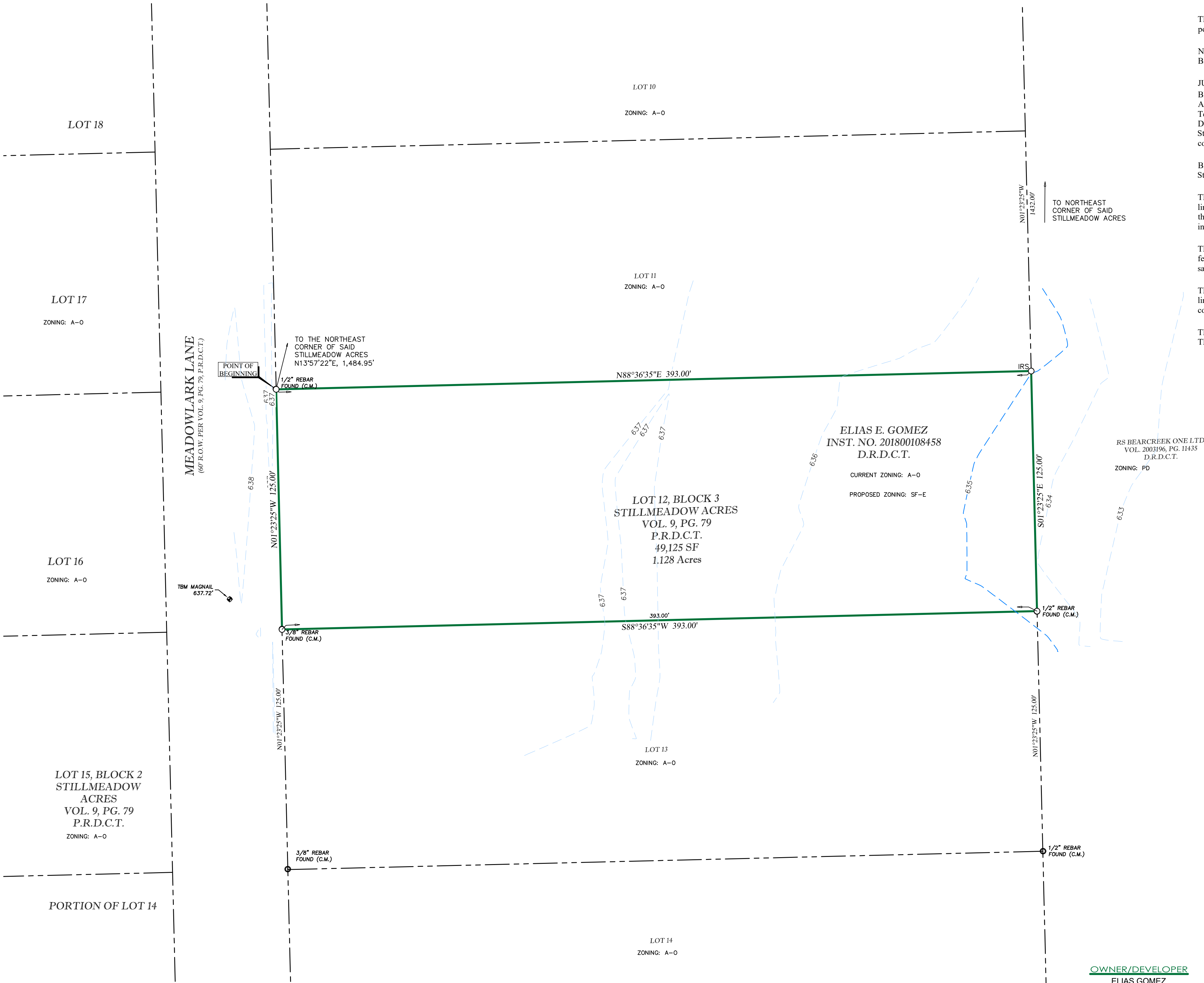
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- gas well
- sign
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- storm water manhole
- telephone manhole
- tank fill lid
- telephone pedestal
- traffic signal pole
- utility clean out
- comm. utility cabinet
- electric utility cabinet
- comm. utility vault
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- utility sign
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- O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS
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SITE BENCHMARKS:

- BEING A MAG NAIL SET IN ASPHALT - FROM THE SOUTHWEST CORNER: WEST 27.18' THENCE 15.7' NORTH. ELEVATION = 637.72'



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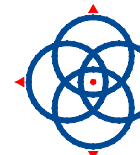
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ZONING EXHIBIT

ZONING CASE NO. Z19-08

LOT 12, BLOCK 3
STILLMEADOW ACRES - 1.128 ACRES
CH BARNARD SURVEY ABSTRACT NO. 128
CITY OF LANCASTER,
DALLAS COUNTY, TEXAS

DRAWN: G.L.C. CHECKED: E.R. DATE: 03/04/2019 JOB NO.: 2019.2.84



WINDROSE
LAND SURVEYING | PLATING
220 ELM STREET, SUITE 200 | LEWISVILLE, TX 75057 | 214.217.2544
FIRM REGISTRATION NO. 10194331 | WINDROSESERVICES.COM

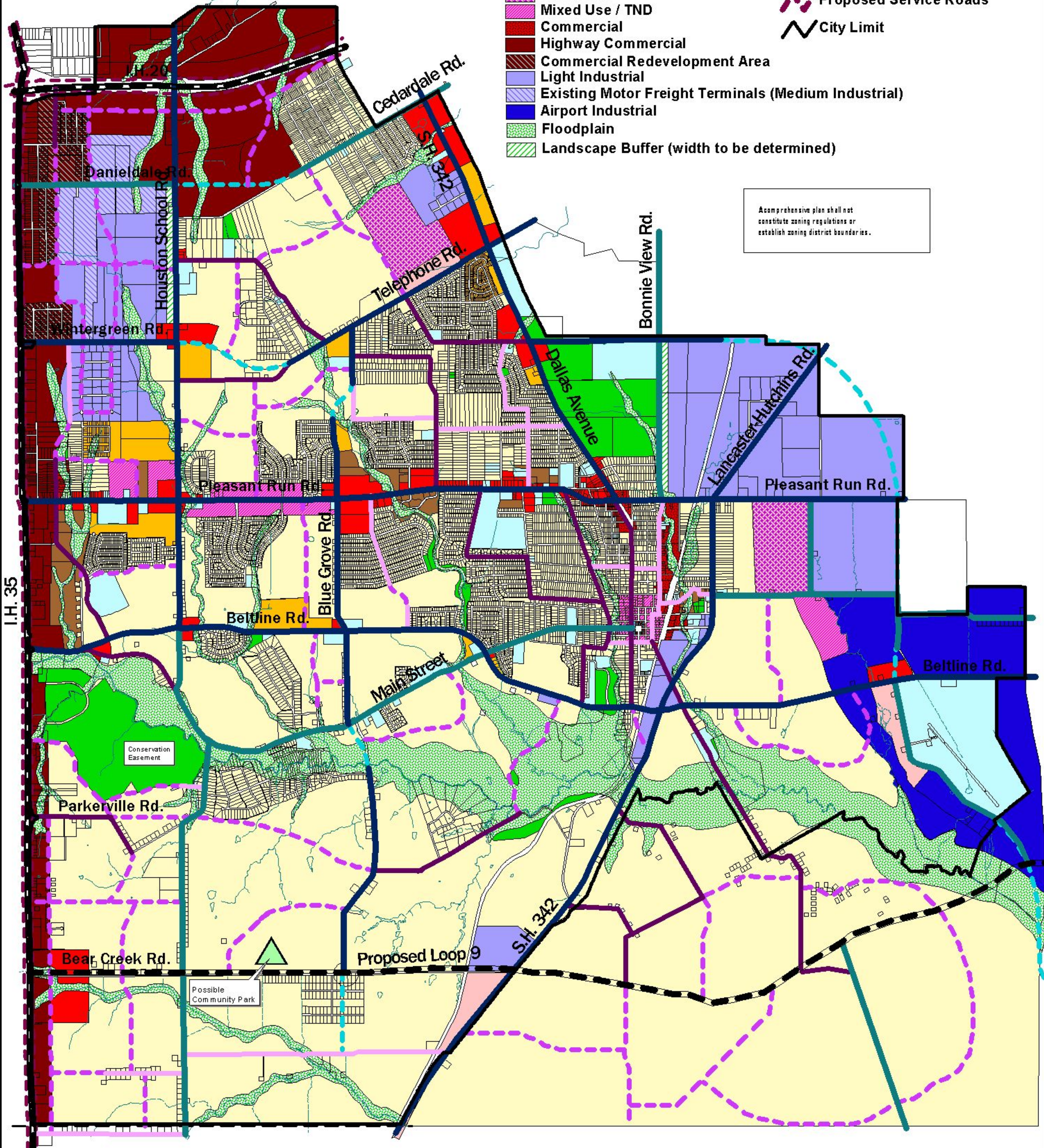


220 Elm St., # 200 - Lewisville, TX 75057
Ph. 214.217.2544 - TFRN# 10063800
arthur-surveying.com Established 1986

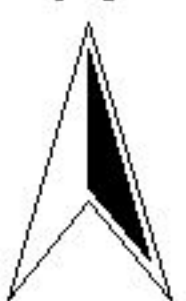
Legend

- | | | | |
|--|--|--|---------------------------|
| | Low Density Residential | | Major Thoroughfares |
| | Medium Density Residential | | Type A+Freeways |
| | High Density Residential | | Type B+Major Arterial |
| | Public & Semi-Public | | Type B-Minor Arterial |
| | Parks & Open Spaces | | Type B Proposed Arterial |
| | Office | | Type C+Major Collector |
| | Retail | | Type C-Minor Collector |
| | Historic Town Square | | Type C Proposed Collector |
| | Mixed Use | | Proposed Service Roads |
| | Mixed Use / TND | | City Limit |
| | Commercial | | |
| | Highway Commercial | | |
| | Commercial Redevelopment Area | | |
| | Light Industrial | | |
| | Existing Motor Freight Terminals (Medium Industrial) | | |
| | Airport Industrial | | |
| | Floodplain | | |
| | Landscape Buffer (width to be determined) | | |

A comprehensive plan shall not constitute zoning regulations or establish zoning district boundaries.



N

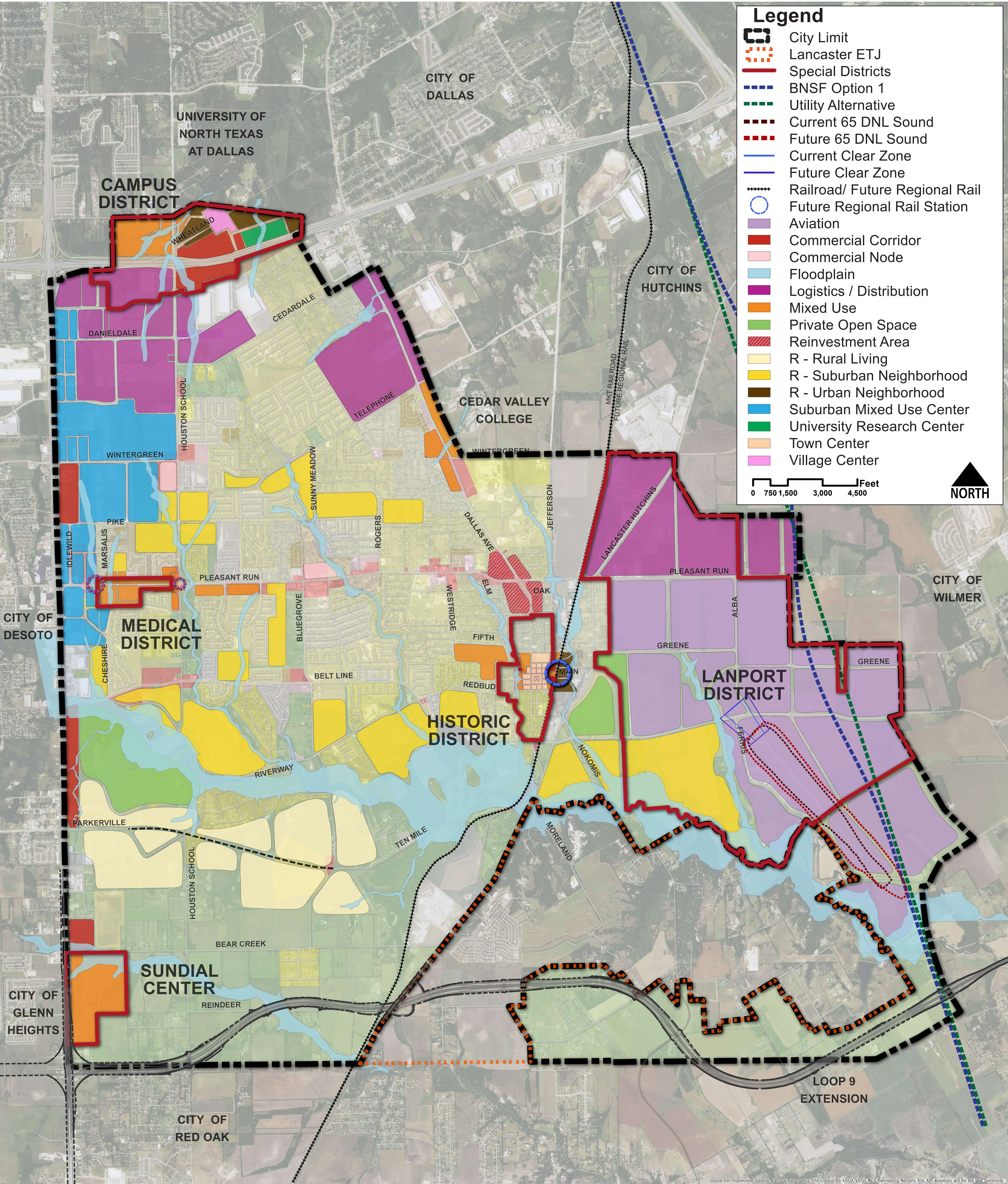


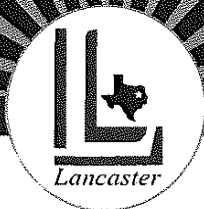
Dunkin Sefko & Associates, Inc.
Urban Planning Consultants
Adopted February 25, 2002

2000 0 2000 4000 6000 Feet

PLATE 7-1 Future Land Use Plan City of Lancaster, Texas

Preferred Scenario





CITY OF LANCASTER

SHINING STAR OF TEXAS

Planning Department

Date: 3/20/2019

NOTICE OF PUBLIC HEARING

TO: Property Owner

RE: **Case No. Z19-08:** to conduct a public hearing and consider a rezoning request from Agricultural Open (A-O) to Single Family-Estate (SF-E). The property is located south of Lomita Drive and east of Meadowlark Lane and is addressed as 1640 Meadowlark Lane. It is further described as Lot 12, Block 3 in Abstract No. 128 CH Barnard Survey, Lancaster, Dallas County, Texas.

LOCATION: The property is located on Meadowlark Lane and is approximately 380 feet north of Meadowlark Court and is addressed as 1640 Meadowlark Lane.

EXPLANATION OF REQUEST: The applicant is requesting a zoning change from AO to SF-E.

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

COMMENTS:

SIGNATURE:

ADDRESS:

RS BEARCREEK ONE LTD.

Kick Sheldon, Partner

601 Sotomera Blvd, San Antonio TX 78258

Your written comments are being solicited in the above case. Additional information is available in the Department of Planning at 211 N. Henry Street. The Planning and Zoning Commission will hold a public hearing and take action on the above case at their meeting on **Tuesday, April 2, 2019 at 7:00 pm**. The City Council will hold a public hearing and take action on the above case at their meeting on **Monday, April 22, 2019 at 7:00 pm**. Meetings are held in the City Council Chambers, City of Lancaster Municipal Center, 211 N. Henry Street, Lancaster, Texas.

Please legibly respond in ink. If the signature and/or address are missing, your comments will not be recorded. Your response must be received in the Planning Division by 5 p.m. on **Friday, March 29, 2019** for your comments to be recorded for the Planning and Zoning Commission's meeting. Responses received after that time will be forwarded to the Commission at the public hearing.

If you have any questions concerning this request,
please contact the Planning Division
Phone 972-218-1315
FAX 972-218-3616

RETURN BY FAX OR MAIL

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

10 Notices were mailed on 3/20/2019



CITY OF LANCASTER

Planning Department

Date: 3/20/2019

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P.O. Box 940 | Lancaster | Texas | 75146 | 972.218.1300 | www.lancaster-tx.com

CITY OF LANCASTER'S BOARDS AND COMMISSIONS

Planning & Zoning Commission

4.

Meeting Date: 04/02/2019

Policy Statement: This request supports the City Council 2018-2019 Policy Agenda

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

Submitted by: Bester Munyaradzi, Senior Planner

Agenda Caption:

Z19-08 Conduct a public hearing and consider a rezoning request from Agricultural Open (A-O) to Single Family-Estate (SF-E). The property is located south of Lomita Drive and east of Meadowlark Lane and is addressed as 1640 Meadowlark Lane. It is further described as Lot 12, Block 3 in Abstract No. 128 CH Barnard Survey, Lancaster, Dallas County, Texas.

Background:

1. **Location and Size:** The property is located on Meadowlark Lane and is approximately 380 feet north of Meadowlark Court and is approximately 1.13 acre in size.
2. **Current Zoning:** The subject property is currently zoned Agricultural Open (A-O).
3. **Adjacent Properties:**
North: A-O - Agricultural Open (vacant)
South: A-O - Agricultural Open (vacant)
East: (PD-R) and (PD-SF-6) - Planned Development - Retail and Planned Development - Residential
West: A-O - Agricultural Open (occupied)
4. **Comprehensive Plan Compatibility:** The 2002 Comprehensive Plan identifies this site as suitable for residential uses. The proposed use is consistent with the Comprehensive Plan. The 2002 Comprehensive Plan is being referenced because Chapter 3 of the 2016 Comprehensive Plan specifically notes that "The Preferred Scenario" for future land use remains unchanged in most areas of the City where stable and sustainable land uses exist."

Operational Considerations:

This is a request to rezone the subject property from A-O to SF-E for the development of a single family home on a 1.13 acre lot. The density requirements for A-O, SF-E and Single Family Residential (SF-4) are one (1) unit per five (5) acres, one (1) unit per acre and four (4) units per acre, respectively. The current zoning only allows for agricultural uses and a single family dwelling on five (5) acres or more which would not allow the applicant to build a single-family home on the 1.13 acre property. The proposed zoning change would allow up to one (1) dwelling unit per acre.

Consistency with the Comprehensive Plan:

The 2002 Comprehensive Plan Future Land Use map designates this area as Rural Living. Rural Living is focused on areas of the community that has the ability to preserve a rural character. This includes estate residential type areas. The high-end character of this housing is primarily focused on the needs of

executives with densities less than two (2) dwelling units per acre. The zoning change request is therefore consistent with the Comprehensive Plan shown on the attached Comprehensive Plan excerpt.

Potential Impact on Adjacent Development:

Properties to the north, south and west are zoned A-O while the property to the east is zoned PD-R and PD-SF-2. This property serves as an appropriate location for a single family home as it is surrounded by properties that will be eventually rezoned and developed into single family. The surrounding properties are also one (1) plus acres that allow them to be rezoned to SF-E. If zoning is approved by City Council, the proposed SF-E development will be subject to the Lancaster Development Code, Subdivision Regulations and other relevant City Codes.

Availability of utilities and access:

The subject property is served by City of Lancaster water and sanitary sewer. Both utilities are existing on Meadowlark Lane. Access to this site will be from Meadowlark Lane.

Site conditions such as vegetation, topography and flood plain:

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

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

There are no capital improvements planned for the area and no rights-of-way (ROW) dedication is needed per the City's Master Thoroughfare Plan.

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

Public Information Considerations:

This is a zoning change request and in accordance with Texas Local Government Code, Section 211, zoning change requests must be noticed 10 days before the hearing. On March 19, 2019 a notice for this public hearing appeared in the Focus Daily Newspaper. 10 notifications of this public hearing were mailed to owners that are within 200 feet of the subject property. There was one letter received in support and no letters received in opposition of this request.

Options/Alternatives:

1. Recommend approval of the request, as presented.
2. Recommend approval of the request with changes, state those changes.
3. Recommend denial of the requests.

Recommendation:

Staff recommends approval of the request, as presented.

Attachments

Location Map

Zoning Exhibit

2002 Future Land Use Map

2016 Future Land Use Map

Letter in Support (1)

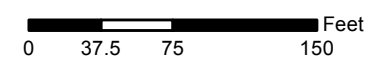
Letters in Support (2)

City of Lancaster
1640 Meadowlark Ln
Zoning: Agricultural Open

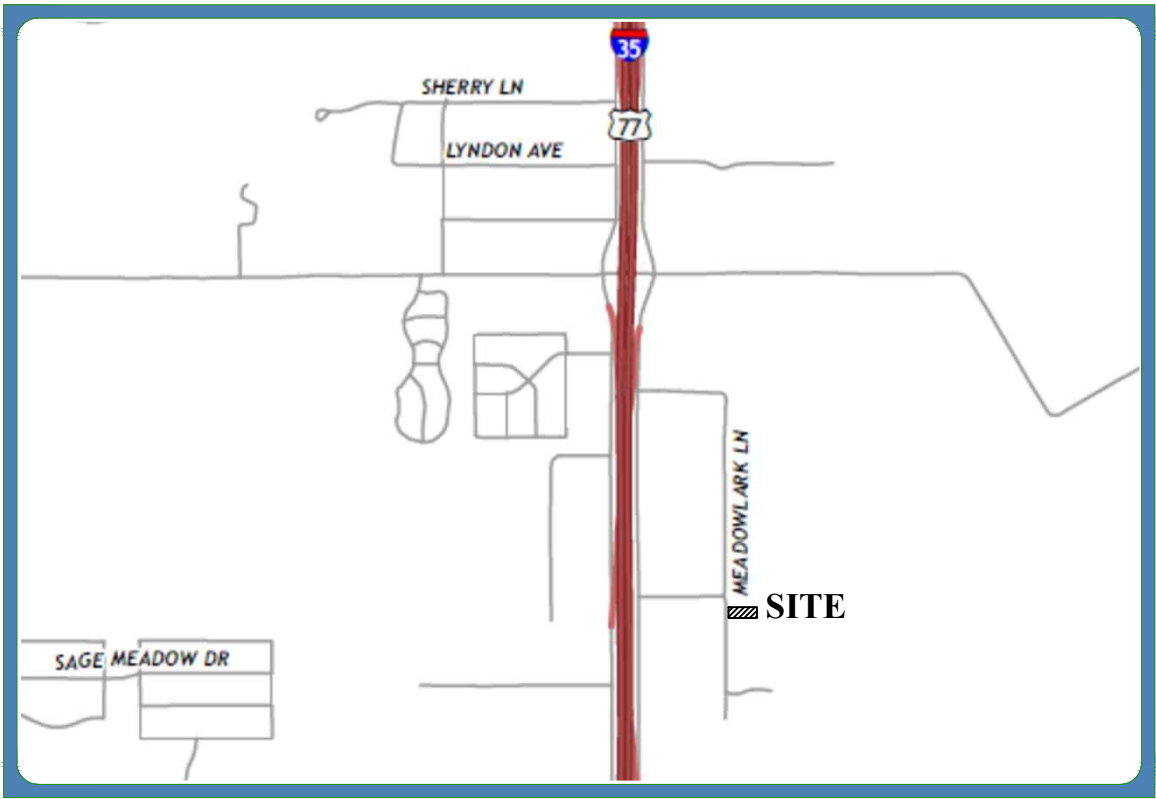
- Fire Hydrants
- Storm Sewer Lines
- Sewer Lines
- Water Lines
- City Limits
- Parcels
- FEMA 100yr Floodplain



DISCLAIMER / LIMITATION OF LIABILITY
The information on this map is provided by the City of Lancaster's GIS (Geographic Information System) Division as a public service. The GIS Division is continually updating the data and attempting to provide the most accurate information possible. Such information is intended for reference only. It is the responsibility of the user to confirm any discrepancies in the data. The City of Lancaster does not guarantee the accuracy of the information, data or maps. All information is provided "As-is" without warranty of any kind.



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LOT 18

LOT 17

ZONING: A-O

LOT 16

ZONING: A-O

LOT 15, BLOCK 2
STILLMEADOW
ACRES
VOL. 9, PG. 79
P.R.D.C.T.

ZONING: A-O

PORTION OF LOT 14

LOT 10

ZONING: A-O

LOT 11

ZONING: A-O

LOT 12, BLOCK 3
STILLMEADOW ACRES
VOL. 9, PG. 79
P.R.D.C.T.
49,125 SF
1.128 Acres

LOT 13

ZONING: A-O

LOT 14

ZONING: A-O

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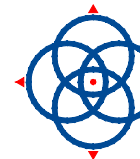
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WINDROSE
LAND SURVEYING | PLATING
220 ELM STREET, SUITE 200 | LEWISVILLE, TX 75057 | 214.217.2544
FIRM REGISTRATION NO. 10194331 | WINDROSESERVICES.COM

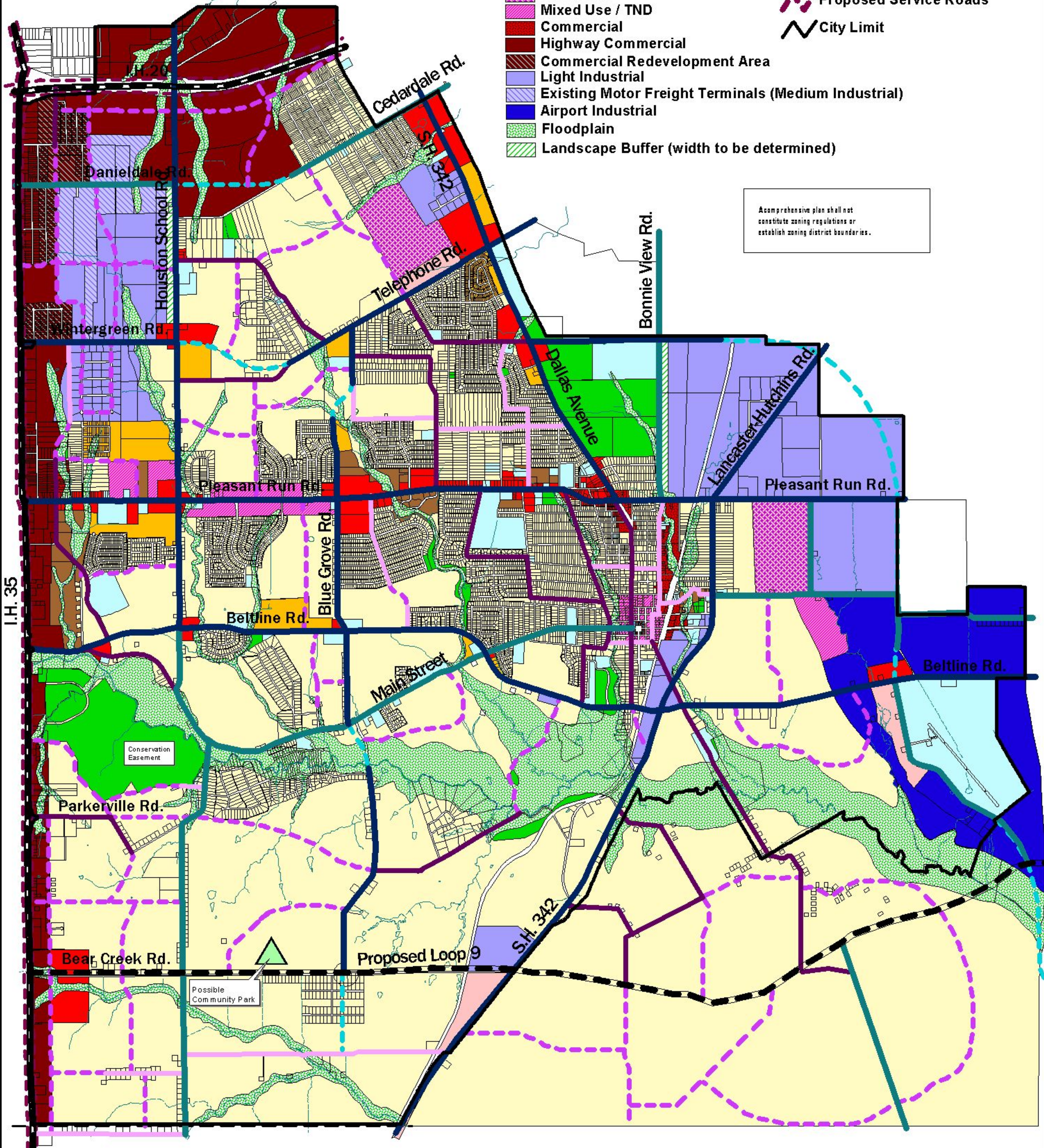


220 Elm St., # 200 - Lewisville, TX 75057
Ph. 214.217.2544 - TFRN# 10063800
arthur-surveying.com Established 1986

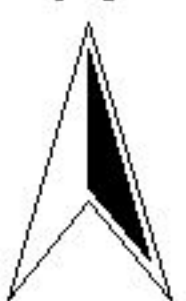
Legend

- | | | | |
|--|--|--|---------------------------|
| | Low Density Residential | | Major Thoroughfares |
| | Medium Density Residential | | Type A+Freeways |
| | High Density Residential | | Type B+Major Arterial |
| | Public & Semi-Public | | Type B-Minor Arterial |
| | Parks & Open Spaces | | Type B Proposed Arterial |
| | Office | | Type C+Major Collector |
| | Retail | | Type C-Minor Collector |
| | Historic Town Square | | Type C Proposed Collector |
| | Mixed Use | | Proposed Service Roads |
| | Mixed Use / TND | | City Limit |
| | Commercial | | |
| | Highway Commercial | | |
| | Commercial Redevelopment Area | | |
| | Light Industrial | | |
| | Existing Motor Freight Terminals (Medium Industrial) | | |
| | Airport Industrial | | |
| | Floodplain | | |
| | Landscape Buffer (width to be determined) | | |

A comprehensive plan shall not constitute zoning regulations or establish zoning district boundaries.



N

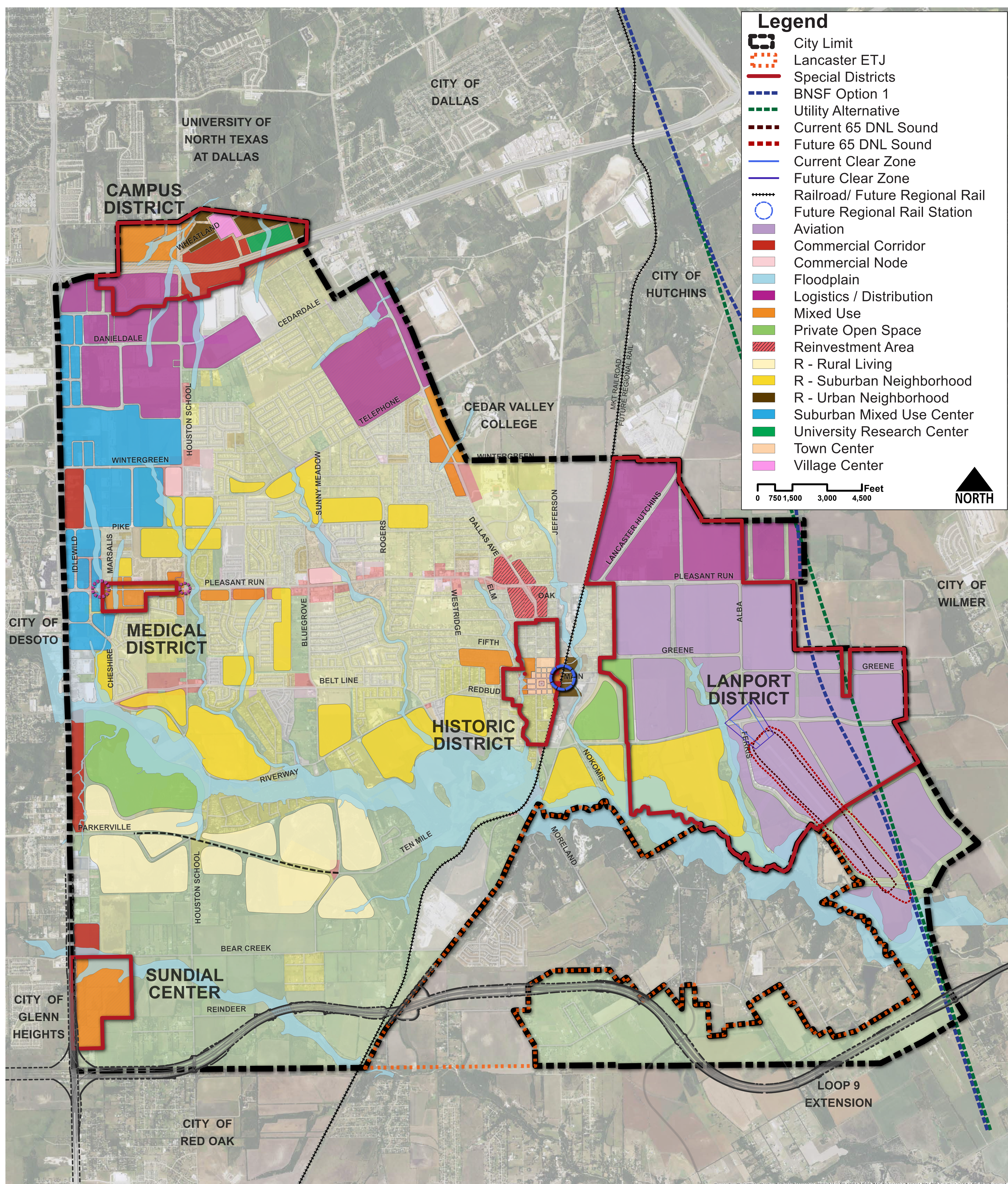


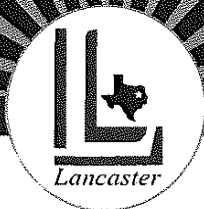
Dunkin Sefko & Associates, Inc.
Urban Planning Consultants
Adopted February 25, 2002

2000 0 2000 4000 6000 Feet

PLATE 7-1 Future Land Use Plan City of Lancaster, Texas

Preferred Scenario





CITY OF LANCASTER

SHINING STAR OF TEXAS

Planning Department

Date: 3/20/2019

NOTICE OF PUBLIC HEARING

TO: Property Owner

RE: **Case No. Z19-08:** to conduct a public hearing and consider a rezoning request from Agricultural Open (A-O) to Single Family-Estate (SF-E). The property is located south of Lomita Drive and east of Meadowlark Lane and is addressed as 1640 Meadowlark Lane. It is further described as Lot 12, Block 3 in Abstract No. 128 CH Barnard Survey, Lancaster, Dallas County, Texas.

LOCATION: The property is located on Meadowlark Lane and is approximately 380 feet north of Meadowlark Court and is addressed as 1640 Meadowlark Lane.

EXPLANATION OF REQUEST: The applicant is requesting a zoning change from AO to SF-E.

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

COMMENTS:

SIGNATURE:

ADDRESS:

RS BEARCREEK ONE LTD.

Kick Sheldon, Partner

601 Souterra Blvd, San Antonio TX 78258

Your written comments are being solicited in the above case. Additional information is available in the Department of Planning at 211 N. Henry Street. The Planning and Zoning Commission will hold a public hearing and take action on the above case at their meeting on **Tuesday, April 2, 2019 at 7:00 pm**. The City Council will hold a public hearing and take action on the above case at their meeting on **Monday, April 22, 2019 at 7:00 pm**. Meetings are held in the City Council Chambers, City of Lancaster Municipal Center, 211 N. Henry Street, Lancaster, Texas.

Please legibly respond in ink. If the signature and/or address are missing, your comments will not be recorded. Your response must be received in the Planning Division by 5 p.m. on **Friday, March 29, 2019** for your comments to be recorded for the Planning and Zoning Commission's meeting. Responses received after that time will be forwarded to the Commission at the public hearing.

If you have any questions concerning this request,
please contact the Planning Division
Phone 972-218-1315
FAX 972-218-3616

RETURN BY FAX OR MAIL

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

10 Notices were mailed on 3/20/2019

P.O. Box 940 | Lancaster | Texas | 75146 | 972.218.1300 | www.lancaster-tx.com





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