



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

Monday, October 14, 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 Racheal Hill

PROCLAMATION: Breast Cancer Awareness, Domestic Violence Awareness and Fire Prevention

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 Special Meeting held on September 16, 2019 and Regular Meeting on September 23, 2019.
2. Consider a resolution authorizing the purchase of five (5) 2019 Chevrolet Silverado 1500 regular cab work trucks and one (1) 2019 Silverado crew cab 1500 work truck from Freedom Chevrolet through an Interlocal Agreement with the City of Dallas, Texas in an amount not to exceed one hundred twenty-three thousand seven hundred fifty dollars (\$123,750.00).
3. Consider a resolution authorizing the purchase of a 420X-120E Reclaimer/Stabilizer from Asphalt Zipper through an interlocal agreement with Houston-Galveston Area Council (HGAC) in an amount not to exceed one hundred eighty thousand two hundred dollars (\$180,200.00).
4. Consider a resolution authorizing the remount conversion of a Type 1 Horton Ambulance Medical Box on a 2018 Dodge 4500 Regular Cab Chassis by Professional Ambulance in an amount not to exceed seventy-four thousand nine hundred twenty-six dollars (\$74,926.00).

5. Consider a resolution authorizing a professional services agreement with Johnson Controls, Incorporated for the replacement of Heating Ventilation and Air Conditioning (HVAC) systems, for the James R. Williams Pump Station, the Veterans Memorial Library, and Country View Golf Course in an amount not to exceed two hundred seventy-one thousand seven hundred thirty dollars (\$271,730.00).
6. Consider a resolution authorizing the submission of an application for the American Association of Retired Persons (AARP) Age-Friendly Livable Communities Program, and supporting the initiatives and opportunities of said program.
7. Consider a resolution approving a Fire and EMS Services Agreement with Dallas County for the provision of Fire and Emergency Medical Services (EMS) to unincorporated areas adjacent to the City of Lancaster.
8. Consider a resolution approving the terms and conditions of an Interlocal Agreement by and between Sourcewell (formerly NJPA) and the City of Lancaster for the cooperative purchase of goods and services.
9. Consider a resolution authorizing a Memorandum of Understanding between the City of Cedar Hill, the City of Desoto, the City of Duncanville, the City of Lancaster, Dallas County, the North Central Texas Council of Governments, and the Regional Transportation Council concerning the Southern Dallas County Regional Veloweb Shared-Use Path Alignment Study.
10. Consider a resolution authorizing the purchase and installation of athletic field fencing at Lancaster Community Park from Triple C Fence through an Interlocal Agreement with Tarrant County in an amount not to exceed ninety-four thousand two hundred twenty dollars (\$94,220.00).

PUBLIC HEARING:

11. Z19-10 Conduct a public hearing and consider a Specific Use Permit (SUP) request for an in-home daycare at a property addressed as 3116 Prairie Aster Drive; Lot 12 Block F in Meadowview Phase Two subdivision. The property is located within the J.L. Samson Survey, Abstract No. 1311 City of Lancaster, Dallas County, Texas.
12. Z19-15 Conduct a public hearing and consider a rezoning request from Single-Family Residential (SF-4) to Neighborhood Services (NS). The properties are located on the northwest corner of Springcrest Circle and West Pleasant Run Road. The property is described as a tract of land recorded in Volume 42, Page 209, Deed Records, commonly addressed as 2105 and 2111 West Pleasant Run Road in the City of Lancaster, Dallas County, Texas.
13. Z19-16 Conduct a public hearing and consider a Specific Use Permit (SUP) request for an in-home day care at a property addressed as 1909 Enchanted Lane; Lot 5A Block E in Enchanted Forest Addition Subdivision. The property is located in Volume 85107 and Page 2018 in the City of Lancaster, Dallas County, Texas.
14. Z19-17 Conduct a public hearing and consider a rezoning request from Agricultural Open (AO) to Single Family Residential Estate (SF-E). The property is addressed as 913 Ten Mile Road. It is further described as a 4.172 tract of land situated in the Arthur Eldridge Survey, Abstract No. 449, City of Lancaster, Dallas County, Texas.

15. Z19-18 Conduct a public hearing and consider a rezoning request from Agricultural Open (A-O) to Single Family Residential Estate (SF-E). The property is addressed as 1517 Raintree Drive. It is further described as a tract of land situated in the M.H. Lavender Survey, Abstract No. 765 in the City of Lancaster, Dallas County, Texas.

ACTION:

16. Discuss and consider a resolution committing the City of Lancaster to being intentional with equity and inclusion following the National League of Cities (NLC) equity inclusion initiative.
17. Discuss and consider a resolution supporting the National League of Cities (NLC) Youth, Education, Families (YEF) initiative.

ADJOURNMENT

EXECUTIVE SESSION: The City Council reserve the right to convene into executive session on any posted agenda item pursuant to Section 551.071(2) of the Texas Government Code to seek legal advice concerning such subject.

ACCESSIBILITY STATEMENT: Meetings of the City Council are held in municipal facilities are wheelchair-accessible. For sign interpretive services, call the City Secretary's office, 972-218-1311, or TDD 1-800-735-2989, at least 72 hours prior to the meeting. Reasonable accommodation will be made to assist your needs.

PURSUANT TO SECTION 30.06 PENAL CODE (TRESPASS BY HOLDER WITH A CONCEALED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A CONCEALED HANDGUN.

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

PURSUANT TO SECTION 30.07 PENAL CODE (TRESPASS BY HOLDER WITH AN OPENLY CARRIED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A HANDGUN THAT IS CARRIED OPENLY.

CONFORME A LA SECCION 30.07 DEL CODIGO PENAL (TRASPASAR PORTANDO ARMAS DE FUEGO AL AIRE LIBRE CON LICENCIA) PERSONAS CON LICENCIA BAJO DEL SUB-CAPITULO H, CAPITULO 411, CODIGO DE GOBIERNO (LEY DE PORTAR ARMAS), NO DEBEN ENTRAR A ESTA PROPIEDAD PORTANDO UN ARMA DE FUEGO AL AIRE LIBRE.

Certificate

I hereby certify the above Notice of Meeting was posted at the Lancaster City Hall on October 11, 2019 @ 2:00 p.m. and copies thereof were provided to the Mayor, Mayor Pro-Tempore, Deputy Mayor Pro-Tempore and Council members.



Sorangel O. Arenas
City Secretary

LANCASTER CITY COUNCIL

City Council Regular Meeting

1.

Meeting Date: 10/14/2019

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 Special Meeting held on September 16, 2019 and Regular Meeting on September 23, 2019.

Background:

Attached for your review and consideration are minutes from the City Council Special Meeting held on September 16, 2019 and Regular Meeting on September 23, 2019.

Attachments

September 16, 2019 Minutes

September 23, 2019 Minutes

MINUTES

LANCASTER CITY COUNCIL SPECIAL MEETING OF SEPTEMBER 16, 2019

The City Council of the City of Lancaster, Texas, met in a called Special Session in the Council Chambers of City Hall on September 16, 2019 at 7:00 p.m. with a quorum present to-wit:

Councilmembers Present:

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

City Staff Present:

Opal Mauldin-Jones, City Manager
Rona Stringfellow, Deputy City Manager
Fabrice Kabona, Assistant City Manager
Dori Lee, Director of Human Resources
Michelle Evans, HR Benefits and Risk Manager
Bruce Taylor, HR Generalist
Sean Johnson, Director of Quality of Life and Cultural Services
Jerry Wallace, Recreation Superintendent
Shane Shepard, Director of Economic Development
Andy Waits, Public Works Director
Terry Capehart, Director of Development
Jermaine Sapp, Director of Equipment Services and Facilities
Sam Urbanski, Police Chief
Jason Boulton, Assistant Police Chief
Charley Miller, Assistant Police Chief
Nathaniel Thompson, Police Lieutenant
Senad Deranjic, Police Detective
Chris Youngman, Assistant Fire Chief
Alton Dixon, Purchasing Agent
Delajer Walker, Emergency Management Superintendent
Carey Neal, Assistant to the City Manager
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 7:00 p.m. on September 16, 2019.

Public Testimony:

At this time citizens who have pre-registered before the call to order will be allowed to speak on consent or action item on the agenda, with the exception of public hearings, for a length of time not to exceed three minutes. Anyone desiring to speak on an item scheduled for a public hearing is requested to hold their comments until the public hearing on that item.

There were no speakers.

Consent Agenda:

City Secretary Arenas read the consent agenda.

1. **Consider a resolution approving the terms and conditions of an amendment (Change Order No. 1 to the contract with Insituform Technologies, LLC in an amount not to exceed one hundred twenty thousand seven hundred twenty dollars and twenty-five cents (\$120,720.25).**
2. **Consider an ordinance, establishing Civil Service classifications within Police and Fire Departments; prescribing the number of positions in each classification.**
3. **Consider an ordinance, establishing Civil Service assignment pay within the Police and Fire Departments; prescribing the rate in each assignment.**

MOTION: Councilmember Jaglowski made a motion, seconded by Councilmember Strain-Burk to approve consent items 1 through 3. The vote was cast 7 for, 0 against.

4. **Discuss and consider an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Millbrook East Public Improvement District (PID).**

City Manager Mauldin-Jones shared The PID was established August 8, 2011, and expanded on August 26, 2019. Notice of the public hearing was posted in the publication of record, Focus Daily News on August 29, 2019, and mailed to the property owners of record on August 28, 2019, in accordance with the provisions of Chapter 372 in the Texas Local Government Code. The proposed five (5) year service and assessment plan are in accordance with Chapter 372 of Texas Local Government Code. The fiscal year 2019/2020 proposed service plan budget is \$154,832.00 and assessments are proposed at \$0.1500 per one hundred dollars assessed valuation.

MOTION: Mayor Pro Tem Hill made a motion, seconded by Councilmember Morris to approve item 4. The vote was cast 7 for, 0 against.

5. **Discuss and consider an ordinance approving the proposed fiscal year 2019/2020 budget for proceeds of seized property for the Lancaster Police Department for the fiscal year beginning October 1, 2019 and ending September 30, 2020; providing that expenditures for said fiscal year shall be in accordance with said budget.**

City Manager Mauldin-Jones shared Pursuant to the agreements signed by the Lancaster Police Department and the State Attorney General and United States Department of Justice to share the use of property and/or proceeds from seizures in connection with combined law enforcement activities, the Police Chief is submitting to the City Council a proposed budget of the expenditures for conducting the affairs of the Lancaster Police Department throughout the fiscal year beginning October 1, 2019 and ending September 30, 2020. The proposed budget, Police Seized Funds for State is \$22,342.00. Police Seized Funds for Federal is \$37,592.00. For a total of \$59,934.00

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

6. Discuss and consider an ordinance amending Lancaster Code of Ordinances Chapter 18: Streets and Public Places; Article 18.2, establishing a new street maintenance fund in the amount of \$0.025 for every \$1.00 received from the maintenance and operations portion of the City tax revenue.

City Manager Mauldin-Jones shared Lancaster's Pavement Management Program was identified as a priority for fiscal year 2018-2019 Council Goals and Objectives. The purpose of this item is to consider amending the Lancaster Code of Ordinances Chapter 18 (Streets and Public Places); Article 18.02 (Assessments for Street Improvements). The source of funds for the Street Maintenance Fund will be from the City's Maintenance and Operations (M&O) tax revenue. For each \$1.00 collected from the City's M&O tax revenue in a given tax year, \$0.025 will be appropriated to the Street Maintenance Fund. This is equivalent to \$744,000.00 included in the proposed fiscal year 2019-2020 budget in the Street Maintenance Fund.

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

7. Discuss and consider an ordinance approving the proposed FY 2019/2020 budget for the fiscal year beginning October 1, 2019, ending September 30, 2020.

City Manager Mauldin-Jones shared State Truth-in-Taxation and the City Charter require the City of Lancaster to conduct a public hearing on the proposed annual budget. The proposed total tax rate required to provide revenue for maintenance, operations, interest and sinking fund requirements is \$0.840925 cents per one hundred dollars (\$100.00) assessed valuation to be assessed on taxable property to generate revenues for the maintenance, operations, interest and sinking fund requirements. The proposed maintenance and operations fund requirements \$0.5952 and the interest and sinking fund requirements \$0.245725. The approval of the proposed ordinance will adopt the FY 2019/2020 budget and appropriate necessary funds for the City's operation, maintenance and debt service requirements. The proposed budget was presented to the Lancaster City Council at a work session held on August 5, 2019. The first public hearing was conducted on Monday, August 19, 2019, at the City Council Special Meeting. The second public hearing was conducted on Monday, August 26, 2019, at the City Council Regular Meeting. City Council conducted two additional public hearing Monday, September 9, 2019. The second additional public hearing was Thursday, September 12, 2019.

Councilmember Strain-Burk applaud staff for putting together a good budget.

Councilmember Jaglowski shared he would like to call out the lowering of the assessed tax rate, the creating of the street maintenance fund, increasing staff and over lapping third shift at the police department. Investing into vehicle equipment fund and city facilities. He shared his gratitude to staff and city manager.

Councilmember Morris shared her gratitude to staff and the city manager for presenting a lower tax rate.

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

8. Discuss and consider a resolution ratifying the budget for the fiscal year 2019/2020 that results in an increase of revenues by 7.10% from property taxes over the previous year.

City Manager Mauldin-Jones shared As of September 1, 2007 several laws went into effect, including House Bill 3195 as passed by the 80th Legislature. This bill requires cities to post both their preliminary and adopted budgets on their website. It also requires cities and counties that will be raising more revenue from property taxes than in the previous year, to have a separate vote of the governing body to ratify the tax increase reflected in the budget. The FY 2019/2020 budget and tax rate results in an increase in revenues by 7.10%

(percentage by which the tax rate will be higher than effective rate calculated under Chapter 26, Tax Code) from property taxes compared to the previous year. Staff recommends approval of the resolution with the following motion that is required by state law: "Motion to approve a budget that will result in an increase of revenue from property taxes than the previous year and to ratify a property tax revenue increase reflected in said budget."

MOTION: Councilmember Jaglowski made a motion to approve a budget that will result in an increase of revenue for property taxes than the previous year to ratify a property tax revenue increase reflected in said budget, seconded by Councilmember Strain-Burk to approve item 8. The vote was cast 7 for, 0 against.

9. **Discuss and consider an ordinance levying ad valorem taxes for fiscal year 2019/2020 at \$0.840925 per one hundred dollars assessed valuation of all taxable property within the corporate limits to provide revenues for current maintenance and operation expenses and interest and sinking fund requirements; providing due and delinquent dates; penalties and interest; providing a homestead exemption and disability exemption.**

City Manager Mauldin-Jones shared State Truth-in-Taxation law, Local Government Code and the City Charter require that an ordinance levying the ad valorem taxes be read and a public hearing held at a regular or special meeting of the Lancaster City Council, prior to consideration. A public hearing was conducted on Monday, August 19, 2019, August 26, 2019, September 9, 2019 and Thursday, September 12, 2019 at a regular or special City Council Meeting to receive comments from the public regarding the proposed tax rate. The governing body could not adopt the tax rate at either of the public hearings. The proposed tax rate of \$0.840925 on each one hundred dollars (\$100.00) assessed value of taxable property is to be apportioned and distributed as follows: \$0.5952 for the purpose of maintenance and operations, and \$0.245725 for interest and sinking fund requirements. Staff recommends approval of the ordinance with the following motion that is required by state law: "I move that the property tax rate be increased by the adoption of a tax rate of 0.840925, which is effectively a 7.10 percent increase in the tax rate."

Councilmember Morris shared her gratitude to the staff and city manager for proposing a budget that has a reduction on the taxes

MOTION: I, Councilmember Morris, move that the property tax rate be increased by the adoption of a tax rate of 0.840925, which is effectively a 7.10 percent increase in the tax rate, seconded by Councilmember Strain-Burk to approve item 9. The vote was cast 7 for, 0 against.

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

The meeting was adjourned at 7:23 p.m.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

MINUTES

LANCASTER CITY COUNCIL REGULAR MEETING OF SEPTEMBER 23, 2019

The City Council of the City of Lancaster, Texas, met in a called Regular Session in the Council Chambers of City Hall on September 23, 2019 at 7:00 p.m. with a quorum present to-wit:

Councilmembers Present:

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

City Staff Present:

Opal Mauldin-Jones, City Manager
Rona Stringfellow, Deputy City Manager
Fabrice Kabona, Assistant City Manager
Carey Neal, Assistant to the City Manager
Dori Lee, Director of Human Resources
Michelle Evans, HR Benefits and Risk Manager
Sharon Jungman, Assistant Director of Finance
Sam Urbanski, Police Chief
Jason Boulton, Assistant Police Chief
Jason Tapscott, Detective
Chris Youngman, Assistant Fire Chief
Andrew Waits, Public Works Director
Jasmine Carr, Community Programs Coordinator
Alton Dixon, Purchasing Agent
Delajer Walker, E.C. & E.M. Superintendent
Kellen Benbrook, Airport Manager
David T. Ritter, City Attorney
Sorangel O. Arenas, City Secretary

Call to Order:

Mayor Hairston called the meeting to order at 7:00 p.m. on September 23, 2019.

Invocation:

Pastor Keith Hall gave the invocation.

Pledge of Allegiance:

Deputy Mayor Pro Tem Derrick D. Robinson led the pledge of allegiance.

Recognition:

Lancaster Independent School District – Commending Christelle Matildo for her accomplishment of representing the State of Texas in the National Doodle for Google contest.

Citizens' Comments:

Edward Kuehl, 217 E. 5th Street shared his concern with the golf course and animal shelter.

Kirsten George, 622 W. Hammond St. shared her concern with the increase of funds to the infrastructure and shared concerns with the animal shelter.

Lynne Turner, 1530 Nokomis Rd. shared her concerns with the animal shelter.

Miracle Bennett, 162 Southwood Dr. shared similar concerns with the animal shelter.

Jasmine Carr, 211 N. Henry St. shared information on National Night Out and BSW Partnership Mobile Health Fair.

Consent agenda:

City Secretary Arenas read the consent agenda.

1. **Consider approval of minutes from the City Council Regular Meeting held on September 9, 2019 and Special Meeting on September 12, 2019.**
2. **Consider a resolution approving the terms and conditions of the Texas Department of Transportation Grant for the Routine Airport Maintenance Program.**
3. **Consider a resolution authorizing the purchase of a Model 184 Trailer Mounted High Pressure Sewer Cleaner from Sewer Equipment through an interlocal agreement with Houston-Galveston Area Council (HGAC) in an amount not to exceed fifty-eight thousand eight hundred twenty-four dollars and forty-six cents (\$58,824.46)**
4. **Consider a resolution providing for the adoption of the Master Fee Schedule for all fees and charges assessed and collected by the City of Lancaster.**
5. **Consider a resolution approving the terms and conditions of an interlocal agreement by and between the City of Lancaster and Dallas County Department of Health and Human Services to provide certain health services.**
6. **Consider a resolution approving the terms and conditions of an interlocal agreement by and between the City of Lancaster and Dallas County Department of Health and Human Services to provide certain food establishment inspections and environmental services.**
7. **Consider the continuation of collecting bingo prize fee's after January 1, 2020.**
8. **Consider a resolution nominating Lancaster resident, Mona Dixon for the fourth member of the Board of Directors for the Dallas Central Appraisal District (DCAD).**

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. **Discuss and consider a resolution approving the terms and conditions of an agreement with Reynolds Asphalt and Construction Company through the utilization of an Interlocal Agreement with the City of Grand Prairie for the reconstruction of Bear Creek Road Phase I in an amount not to exceed eight hundred seventy thousand four hundred five dollars and zero cents (\$870,405.00).**

City Manager Mauldin-Jones shared Sound Infrastructure has been identified as a key performance objective for the City Council. The City has a pavement management program which has rated the roadways within the City and recommended maintenance based upon the condition of Bear Creek Road. Staff has been completing infrastructure projects annually to realize the goal of having a preventative maintenance program and well maintained streets. The resolution is approving the terms and conditions of an agreement with Reynolds Asphalt and Construction Company through the utilization of an Interlocal Agreement with the City of Grand Prairie for the reconstruction of Bear Creek Road Phase I in an amount not to exceed eight hundred seventy thousand four hundred five dollars and zero cents (\$870,405.00). This phase of the project will begin at Interstate 35E and conclude at Houston School Road. The contractor will

remove the existing asphalt pavement and perform compaction of the subgrade followed by asphalt reconstruction. This will provide for a smoother driving experience for vehicles that travel the roadway.

Councilmember Morris shared her support for item 9.

Councilmember Strain-Burk shared the phases were separated for cost purposes.

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

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

a. Section § 551.074 (a)(1) of the Texas Government Code to deliberate the evaluation of one or more of the following public officers/employees: City Manager, City Secretary, City Attorney, and Municipal Judge.

11. Reconvene to open session and consider action, if any, on items discussed in executive session.

The City Council recessed for Executive Session at 7:32 p.m. and reconvened into open session at 8:09 p.m.

No action taken.

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

The meeting was adjourned at 8:09 p.m.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

LANCASTER CITY COUNCIL

City Council Regular Meeting

2.

Meeting Date: 10/14/2019

Policy Statement: This request supports the City Council 2019-2020 Policy Agenda

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

Submitted by: Jermaine Sapp, Director of Equipment & Facilities

Agenda Caption:

Consider a resolution authorizing the purchase of five (5) 2019 Chevrolet Silverado 1500 regular cab work trucks and one (1) 2019 Silverado crew cab 1500 work truck from Freedom Chevrolet through an Interlocal Agreement with the City of Dallas, Texas in an amount not to exceed one hundred twenty-three thousand seven hundred fifty dollars (\$123,750.00).

Background:

At the August 5, 2019 Special Work Session, Council received a presentation regarding the FY 2018/2019 Equipment Replacement Plan. This is a request to purchase five (5) 2019 Chevrolet Silverado 1500 regular cab work trucks and one (1) 2019 Silverado crew cab 1500 work truck for use in the following departments: Code Compliance, Inspections, Parks, and Water/Wastewater.

Operational Considerations:

Approval of this purchase will improve efficiencies and operations in Code Compliance, Inspections, Parks, and Water/Wastewater. This purchase will further our compliance with the Texas Clean Fleet Act.

Legal Considerations:

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

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

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

Public Information Considerations:

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

Fiscal Impact:

This purchase is funded through the Equipment Replacement Fund and expenditures will not exceed one hundred twenty-three thousand seven hundred fifty dollars (\$123,750.00).

Options/Alternatives:

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

Recommendation:

Staff recommends approval of the resolution, as presented.

Attachments

Resolution

Exhibit A

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS AUTHORIZING THE PURCHASE OF FIVE (5) 2019 CHEVROLET SILVERADO 1500 REGULAR CAB WORK TRUCKS AND ONE (1) 2019 CHEVROLET SILVERADO 1500 CREW CAB WORK TRUCK FROM FREEDOM CHEVROLET THROUGH AN INTERLOCAL AGREEMENT WITH THE CITY OF DALLAS, TEXAS IN AN AMOUNT NOT TO EXCEED ONE HUNDRED TWENTY-THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$123,750.00).

WHEREAS, the City of Lancaster, Texas desires to authorize the purchase of five (5) 2019 Chevrolet Silverado 1500 regular cab work trucks and one (1) 2019 Silverado crew cab 1500 work truck through an interlocal agreement with the City of Dallas, Texas; and

WHEREAS, the City of Lancaster maintains an executed Interlocal Agreement with the City of Dallas, Texas authorizing this purchase. The Local Government Code authorizes cooperative agreements to help save time in developing specifications and duplication during the bid process.

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

SECTION 1. The City Council hereby authorizes, approves and accepts the purchase of five (5) 2019 Chevrolet Silverado 1500 regular cab work trucks and one (1) 2019 Silverado crew cab 1500 work truck through an interlocal agreement with the City of Dallas, Texas from Freedom Chevrolet in an amount not to exceed one hundred twenty-three thousand seven hundred fifty dollars (\$123,750.00), as set forth in Exhibit "A".

SECTION 2. The City Manager of the City of Lancaster, Texas (or her designee) is hereby authorized to issue appropriate purchase orders in conformity herewith.

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

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

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

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 14th day of October, 2019.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney



FREEDOM CHEVROLET

8008 MARVIN D LOVE FWY
DALLAS, TEXAS 75237
972-707-9474 fax 214-350-0085

QUOTE

Customer

Name City of Lancaster
Address _____
City _____ State TX ZIP _____
Phone _____

Date 9/1/2019
Order No. COL2
Rep BDS
FOB Inc

Qty	Description	Unit Price	TOTAL
5	Silverado 1500 regular cab work truck V6	\$ 19,800.00	\$99,000.00
1	Silverado crew cab 1500 work truck V8	\$24,750.00	\$24,750.00
<p>PLEASE MAIL PAYMENT TO: Freedom Chevrolet 8008 Marvin D. Love Fwy Dallas, Tx. 75237</p> <p>TERMS: NET 30</p>			

Payment Details

- ☐ Cash
☒ Check
☐ Credit Card

Name _____
CC # _____
Expires _____

Subtotal	\$123,750.00
Shipping & Handling	\$0.00
Taxes State	
TOTAL	\$123,750.00

Office use only

PLEASE REMIT PAYMENT TO FREEDOM CHEVROLET

LANCASTER CITY COUNCIL

City Council Regular Meeting

3.

Meeting Date: 10/14/2019

Policy Statement: This request supports the City Council 2019-2020 Policy Agenda

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

Submitted by: Jermaine Sapp, Director of Equipment & Facilities

Agenda Caption:

Consider a resolution authorizing the purchase of a 420X-120E Reclaimer/Stabilizer from Asphalt Zipper through an interlocal agreement with Houston-Galveston Area Council (HGAC) in an amount not to exceed one hundred eighty thousand two hundred dollars (\$180,200.00).

Background:

At the August 5, 2019 Special Work Session, Council received a presentation regarding the FY 2018/2019 Equipment Replacement Plan. This is a request to purchase one (1) 420X-120E Reclaimer/Stabilizer for use in the Streets Department.

Operational Considerations:

Approval of this purchase will increase efficiencies and operations in the Streets Department and also comply with Texas Clean Fleet Act. The improved technologies meet current emissions regulations while increasing productivity. This equipment will allow crews to complete approximately 500 feet (an average city block) within one business day versus the 15+ man-hours required using current methods. The multi use 420X-120E Reclaimer/Stabilizer will pulverize asphalt in a single pass. Street patches, full road repairs, base stabilization and opening utility trenches in asphalt are just a few of its many uses.

Legal Considerations:

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

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

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

Public Information Considerations:

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

Fiscal Impact:

This purchase is funded through the Equipment Replacement Fund, in an amount not to exceed one hundred eighty thousand two hundred dollars (\$180,200.00).

Options/Alternatives:

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

Recommendation:

Staff recommends approval of the resolution as presented.

Attachments

Resolution

Exhibit A

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS
AUTHORIZING THE PURCHASE OF A 420X-120E RECLAIMER/STABILIZER FROM ASPHALT
ZIPPER THROUGH AN INTERLOCAL AGREEMENT WITH HOUSTON-GALVESTON AREA
COUNCIL (HGAC) IN AN AMOUNT NOT TO EXCEED ONE HUNDRED EIGHTY THOUSAND
TWO HUNDRED DOLLARS (\$180,200).**

WHEREAS, the City of Lancaster, Texas desires to authorize the purchase of a 420X-120E Reclaimer/Stabilizer from Asphalt Zipper through an interlocal agreement with Houston-Galveston Area Council (HGAC); and

WHEREAS, the City of Lancaster maintains an executed interlocal agreement with HGAC. Local Government Code authorizes cooperative agreements to help save time in developing specifications and duplication during the bid process:

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

SECTION 1. The City Council hereby authorizes, approves and accepts the purchase of a 420X-120E Reclaimer/Stabilizer from Asphalt Zipper in an amount not to exceed one hundred eighty thousand two hundred dollars (\$180,200.00).

SECTION 2. That the City Manager or her designee of the City of Lancaster, Texas is hereby authorized to issue appropriate purchase orders in conformity herewith.

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

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

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

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 14th day of October, 2019.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

3

Today's Date: **9/27/2019**

Expires: **12/30/2019**

Proposal good to end of year

Field Rep: Barry Dill

*Order Deposit:

Customer Signature: _____ **Date:** _____

Signature indicates acceptance of this Proposal/Invoice based on satisfactory performance of the Asphalt Zipper Machine.

Terms and Conditions: This proposal is a preliminary estimate; all prices are in US Dollars. Final sales price subject to approval by Asphalt Zipper accounting. Price does NOT include sales tax or GST(Canada); applicable sales tax or GST will be added to final invoice. Machine availability and specifications are subject to change at anytime by Asphalt Zipper. *A Deposit is required for all Orders. All returns and cancelled custom orders are subject to a 20% restocking fee plus any freight charges.

LANCASTER CITY COUNCIL

City Council Regular Meeting

4.

Meeting Date: 10/14/2019

Policy Statement: This request supports the City Council 2019-2020 Policy Agenda

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

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

Agenda Caption:

Consider a resolution authorizing the remount conversion of a Type 1 Horton Ambulance Medical Box on a 2018 Dodge 4500 Regular Cab Chassis by Professional Ambulance in an amount not to exceed seventy-four thousand nine hundred twenty-six dollars (\$74,926.00).

Background:

At the August 5, 2019 Special Work Session, Council received a presentation regarding the FY 2018/2019 Equipment Replacement Plan. This is a request to remount Box 457 from a 2011 Ford F450 ambulance in the Fire Department. The medical box from the 2011 Ford F450 will be converted and mounted to the 2018 Dodge 4500.

Operational Considerations:

Approval of this purchase will improve efficiencies and operations in the fire department. With the conversion purchase the City will have a new ambulance in service within 45-60 days in comparison to a 9-12 month build. The remount/conversion meets all the current safety and operational standards and has manufacturer warranty and coverage.

Legal Considerations:

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

Public Information Considerations:

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

Options/Alternatives:

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

Recommendation:

Staff recommends approval of the resolution as presented.

Attachments

Resolution

Exhibit A

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS AUTHORIZING THE PURCHASE OF ONE (1) TYPE I HORTON AMBULANCE REMOUNT (CONVERSION) FOR A 2018 DODGE 4500 IN AN AMOUNT NOT EXCEED SEVENTY-FOUR THOUSAND NINE HUNDRED TWENTY-SIX DOLLARS (\$74,926.00).

WHEREAS, the City of Lancaster, Texas desires to authorize the purchase of one (1) Type I Horton Ambulance Remount (conversion) for a 2018 Dodge 4500.

WHEREAS, the City of Lancaster desires to enter into an agreement with Professional Ambulance for the remount/conversion services:

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

SECTION 1. The City Council hereby authorizes, approves and accepts the purchase of one (1) Type I Horton Ambulance Remount (Conversion) by Professional Ambulance in an amount not to exceed seventy-four thousand nine hundred twenty-six dollars (\$74,926.00) as set forth in the attached herein as Exhibit "A"; and

SECTION 2. The City Manager or her designee of the City of Lancaster, Texas is hereby authorized to issue an appropriate purchase order in conformity herewith.

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

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

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

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 14th day of October, 2019.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

Lancaster FD Horton 2011 457 REMOUNT # VIN#XXXX 129.XXXX

Description	Quantity	Unit Price	Cost
NEW CHASSIS TYPE: <i>Enter New Chassis and Add Ons</i>	0		Customer provided
PA SUPPLIED CHASSIS <i>VIN#</i>	0	\$0.00	\$0.00
APPLICABLE CHASSIS REBATE GPC OR GM MUNICIPAL: KB785	0	\$0.00	\$0.00
Box Manufacturer (OEM) - <i>Original Chassis Model - OEM Prod# - Date of Mfg</i>			
CHASSIS ARRIVAL - <i>BLD DATE ; EST ARRIVAL</i>	0		
TAKE OFF CHASSIS DISPOSITION/TRADE - PA Keep or Return to Cust	0	\$0.00	\$0.00
From Ford to Dodge 4500			
CHASSIS OPTIONS:			
WHEEL SIMULATORS	1	\$385.00	\$385.00
CHROME NERF BARS F350/F450	0	\$538.00	\$0.00
SIREN SPEAKERS (CAST IN BUMPER CHASSIS STANDARD) PAIR	1	\$587.00	\$587.00
SIREN SPEAKERS (SECOND SET - CLARIFY)	0	\$587.00	\$0.00
LIQUID SPRING SUSPENSION	1	\$9,600.00	\$9,600.00
INSTALL SMOKED BUG SHIELD	0	\$85.00	\$0.00
RUNNING BOARDS	1	\$467.00	\$467.00
RUNNING BOARDS/FUEL TANK COVERS EXT CAB (INTERNATIONAL)	0	\$3,631.00	\$0.00
RUNNING BOARDS - GRIP STRUT	0	\$864.00	\$0.00
TRANSFER ?????? FROM EXISTING CHASSIS	0	\$0.00	\$0.00
INSTALL NEW GRILL GUARD (SPECIFY TYPE AND MODEL)	0	\$0.00	\$0.00
CONVERSION & OPTIONS:	1	\$22,500.00	\$22,500.00
NEW DIAMOND PLATE	0	\$2,500.00	\$0.00
<i>All exterior compartment doors smooth aluminum</i>	0	\$0.00	\$0.00
NEW WHEEL WELL MOLDING (CHROME) SET	1	\$675.00	\$675.00
NEW WHEEL MOLDING & RUB RAIL - RUBBER	0	\$50.00	\$0.00
RUB RAIL - SOLID STAINLESS STEEL (EACH SECTION WITH END CAPS)	4	\$300.00	\$1,200.00
RUB RAIL - SOLID DIAMOND PLATE (EACH SECTION WITH END CAPS)	0	\$275.00	\$0.00
RUB RAIL LIGHTS (PER LIGHT)	0	\$115.00	\$0.00
<i>(RUB RAIL LIGHT COLOR AND SEQUENCE)</i>	0	\$0.00	\$0.00
NEW WEATHER STRIP	1	\$750.00	\$750.00
NEW BODY MARKER LIGHTS	0	\$238.00	\$0.00
CLEAN ALL EXTERIOR DIAMOND PLATE	1	\$285.00	\$285.00
CLEAN ALL COMPARTMENT DIAMOND PLATE	1	\$450.00	\$450.00
REPLACE DOOR HANDLES (PER DOOR)	10	\$105.70	\$1,057.00
NEW UPHOLSTERY <i>Black Sierra</i>	1	\$1,020.00	\$1,020.00
NEW LONCOIN FLOORING - <i>Black Onyx</i>	1	\$1,780.00	\$1,780.00
CHANGE COT MOUNT FROM DUAL TO SINGLE CENTER MOUNT	0	\$500.00	\$0.00
<i>Note cot system and placements for floor layout</i>	0	\$0.00	\$0.00
NEW COT STOP	0	\$50.00	\$0.00
NEW ALL INTERIOR MICA	1	\$4,500.00	\$4,500.00
NEW MICA AS NEEDED		\$1,600.00	\$0.00
NEW COUNTERTOPS -Stainless	0	\$1,112.00	\$0.00

COUNTER TOP CUSTOM COLOR- ENTER COLOR	0	\$1,700.00	\$0.00
NEW LEXAN (Will match - color if change)	0	\$350.00	\$0.00
NEW LEXAN AS NEEDED	1	\$150.00	\$150.00
REFURB REAR BUMPER (this will be in most cases)	1	\$500.00	\$500.00
NEW REAR BUMPER	0	\$2,100.00	\$0.00
NEW WINDOWS ON MOD (3) 2 FIXED 1 SLIDING	0	\$772.00	\$0.00
NEW CELING MATERIAL (HORTON)	0	\$879.00	\$0.00
NEW ALL SEAT BELTS & BRACKETS (Per Bench/CPR Location)	2	\$299.00	\$598.00
NEW ALL DOOR & CELING GRAB RAILS	0	\$750.00	\$0.00
NEW DRIP RAILS	0	\$170.00	\$0.00
NEW FRONT CONSOLE (ALUMINUM)	0	\$2,200.00	\$0.00
NEW FRONT CONSOLE (WOOD/MOLDED)	1	\$900.00	\$900.00
Console modifications	0	\$0.00	\$0.00
CLEAN AND INSPECT ALL DOOR LATCHES (PART OF STANDARD)	0	\$0.00	\$0.00
Replace bench seat latch	1	\$100.00	
STRUCTURE:			
REPLACE FRONT BODY WALL	0	\$1,475.00	\$0.00
CHASSIS FRAME RAIL MODIFICATION(LENGTHEN)	0	\$3,500.00	\$0.00
CHASSIS FRAME RAIL MODIFICATION(SHORTEN)	0	\$2,200.00	\$0.00
STRYKER POWER LOAD SYSTEM (QUOTE MUST BE INCLUDED)	0	\$0.00	\$0.00
WELD EXTERIOR LIGHT HOLES (PRICE FOR ALL)	0	\$1,300.00	\$0.00
WELD EXTERIOR LIGHT HOLES (PER LIGHT)	0	\$300.00	\$0.00
WELD LIGHT BAR HOLES (Identify Front/Rear/Both) each	0	\$350.00	\$0.00
HVAC & OPTIONS:			
NEW REAR HEAT/AC -HOSELINE	1	\$1,045.00	\$1,045.00
DANHARD 110 HEAT/AC	1	\$4,700.00	\$4,700.00
UPDATE 110 HVAC UNIT	0	\$900.00	\$0.00
ROOF MOUNT A/C (MAKE AND MODEL)	0	\$0.00	\$0.00
SKIRT MOUNTED CONDENSER	0	\$1,675.00	\$0.00
BODY MOUNTED CONDENSER	1	\$1,582.00	\$1,582.00
PAINT:			
CHASSIS ONLY	1	\$2,800.00	\$2,800.00
MOD ONLY - SOLID WHITE TO MATCH CHASSIS	0	\$6,000.00	\$0.00
MOD ONLY - SOLID COLOR TO MATCH CHASSIS	1	\$6,800.00	\$6,800.00
BELTLINE - SINGLE COLOR 8" (COLOR/PAINT CODE)	0	\$2,900.00	\$0.00
BELTLINE - SECOND OF SAME COLOR 8"	0	\$1,000.00	\$0.00
BELTLINE - SECOND OF DIFFERENT COLOR 8" (COLOR/PAINT CODE)	0	\$2,900.00	\$0.00
PAINT CUSTOM (Specify and supply paint codes) (NEED TO GET QUOTE)	0	\$0.00	\$0.00
GRAPHICS: (QUOTE REQUIRED)	0		
KMP FOR GRAPHICS	1	\$3,012.00	\$3,614.00
OTHER THAN KMP - CUSTOMER RESPONSIBLE FOR INSTALL AND PAYMENT	0	\$0.00	
WARNING:			
INSTALL LED CLEAR FOG LIGHTS TO PUSH BAR	0	\$495.00	\$0.00

BUELL AIR HORNS (MATCH EXISTING)	1	\$2,320.00	\$2,320.00
SIREN WHELEN 295SLSA-1	0	\$453.00	\$0.00
SIREN WHELEN 295-HFSC9 (DUAL TONE)	0	\$653.00	\$0.00
HOWLER SIREN	0	\$993.00	\$0.00
LIGHTING:			
LED LIGHTING FROM LED PAGE (MUST PROVIDE LIGHT LAYOUT)	0	\$0.00	\$0.00
REPLACE EXTERIOR INOP LIGHTS AS NEEDED - PRICE WHEN BOX RECEIVED	0	\$0.00	\$0.00
NEW ALL CHROME FLANGES ON LIGHTING	1	\$350.00	\$350.00
NEW LED DOME LIGHTS (EACH LIGHT - Whelen 80C0EHCR Standard)	7	\$113.00	\$791.00
ENTER CEILING MODIFICATIONS - GET PRICING	0	\$0.00	\$0.00
WIRE CENTER REAR XX EMERGENCY LIGHT TO BRAKES	0	\$95.00	\$0.00
WIRE REAR CENTER AMBER EMERGENCY LIGHTS TO TURN SIGNALS	0	\$471.60	\$0.00
INSTALL LED TO EXTERIOR COMPARTMENTS (each light)	0	\$63.00	\$0.00
CONVERT FLUORSCENT TO LED	3	\$65.00	\$195.00
WHELEN PIONEER SINGLE LED W/ HOUSING	0	\$753.00	\$0.00
WHELEN PIONEER DOUBLE LED W/ HOUSING	0	\$1,546.00	\$0.00
LED CAB CEILING MAP LIGHTS (PAIR)	0	\$120.00	\$0.00
2017 F SERIES INTERSECTION/DUAL GRILL LIGHT HOUSING (PAIR)	0	\$150.00	\$0.00
2017 F SERIES QUAD GRILL HOUSING (SET OF 4) - (VENTED OR NOT VENTED)	1	\$250.00	\$250.00
RUN WIRING TO MOD ENTRY DOORS FOR LIGHTS	0	\$390.00	\$0.00
INSTALL 0S*00FCR LIGHTS BELOW DOOR HANDLE OUTSIDE EDGE ON ENTRY DOORS	0	\$210.00	\$0.00
ELECTRICAL SYSTEM:			
WELDON V-MUX (CALL FOR PRICING)	0		\$0.00
WELDON VMUX SYSTEM (TOUCH SCREEN) CALL FOR PRICE	0		\$0.00
HORTON INTELLIPLEX E-PROM - CHASSIS CHANGE	0	\$1,000.00	\$0.00
HORTON INTELLIPLEX E-PROM - DIFF CHASSIS (FORD TO DODGE, . . .)	0	\$3,000.00	\$0.00
HORTON CHASSIS CHANGE - NEW CHASSIS HARNESS REQUIRED	0	\$900.00	\$0.00
HORTON E-PROM PROGRAMMING CHANGES - PER CHANGE	0	\$95.00	\$0.00
RC TRONICS	0	\$3,740.00	\$0.00
STANDARD FRONT SWITCH PANEL	0	\$90.00	\$0.00
STANDARD SWITCH PANEL REAR	0	\$90.00	\$0.00
INSTALL 100V/12V PLUG TO ACTION AREA WALL	0	\$150.00	\$0.00
VANNER INVERTER 1050	0	\$1,266.00	\$0.00
	0	\$0.00	\$0.00
REMOUNT OPTIONS:			
PREWIRE FOR OPTICOM	0	\$120.00	\$0.00
ADD CONCEALED DOOR LOCK SWITCH - IN GRILL	0	\$85.00	\$0.00
EVS CHILD SEAT 3 POINT	0	\$1,859.00	\$0.00
INSTALL BACKUP CAMERA SYSTEM (RVS-770619N-02)	0	\$1,250.00	\$0.00
INSTALL SMITHWORKS IV WARMER (Specify Location)	0	\$600.00	\$0.00
20 AMP AUTO EJECT SHORELINE (red)	0	\$308.00	\$0.00
20 AMP TWIST LOCK SHORELINE (COVER COLOR)	0	\$260.00	\$0.00
20 AMP SUPER-AUTO EJECT SHORELINE yellow	0	\$415.00	\$0.00

30 AMP SUPER AUTO-EJECT SHORELINE yellow	0	\$602.00	\$0.00
MOVE SHORELINE (FROM SS TO LEFT OF REAR ENTRY DOOR - CENTERED TOP/BOTTOM)	0	\$300.00	\$0.00
ADD EXTERIOR GRADE 110V PLUG TO EXISTING SHORLINE LOCATION (TIED TO INVERTER)	0	\$200.00	\$0.00
ADD CHARGE INDICATOR LIGHT TO SHORELINE	0	\$98.00	\$0.00
NORCOLD REFRIGERATOR - NR740 (H: 20 1/2" W: 15 1/4" D: 17 7/8" (19 15/16" Flush) - 1.7 cu ft 3.6AMP	0	\$1,386.00	\$0.00
MERMAID 747 DRUG LOCKER (Hinge Right/Compressor Rear/Std Key)	0	\$3,283.00	\$0.00
CABINET MODIFICATIONS (GET QUOTE - NON-INVASIVE <\$800 - REBUILD >\$1,200)	0	\$0.00	\$0.00
REMount POWERLOAD SYSTEM	0	\$200.00	\$0.00
CHROME EXHAUST TURN OUT (INTERNATIONAL)	0	\$223.00	\$0.00
REPLACE PERKO POWER VENT	0	\$100.00	\$0.00
REPLACE ALL DOOR REFLECTORS	1	\$25.00	\$25.00
INTELLITEC CLOCK OVER REAR DOORS - REPLACE EXISTING	0	\$475.00	\$0.00
NEW "FRANKLIN" CLOCK OVER REAR DOORS	0	\$715.00	\$0.00
CAST IV HANGERS	0	\$125.00	\$0.00
NEW ALL TRIM & SLIDES ON SHARPS SB	0	\$150.00	\$0.00
NEW OPEN SWITCHES ON ENTRY DOORS	0	\$100.00	\$0.00
LICENSE PLATE HOLDER	1	\$150.00	\$150.00
ADD ROCK STRAP IN BB COMPARTMENT	0	\$25.00	\$0.00
FRONT CONSOLE REPLACE TOP PLATE (HORTON)	0	\$100.00	\$0.00
CARGO NET AT SQUAD BENCH	0	\$390.00	\$0.00
	0	\$0.00	\$0.00
	0	\$0.00	\$0.00
	0	\$0.00	\$0.00
MAIN O2 BOTTLE HOLDER (Need Size - D, M, . . .)H	0	\$310.00	\$0.00
HOLDER TO BE ZICO QR-MV (BATTLE STRAPS W/ WINGNUT)	0	\$263.00	\$0.00
ADD O2 PORT (CENTER PAD ABOVE PT HEAD/STRETCHER)	0	\$162.00	\$0.00
ZICO AUTOMATIC STEP	0	\$2,473.00	\$0.00
BUFFER FOR UNKNOWN/CHANGE ELEMENTS	0	\$0.00	\$0.00
MISC SHOP SUPPLIES, INSURANCE, ETC...	1	\$2,900.00	\$2,900.00
ENTER SECONDARY TRADE-IN HERE - OEM/CHASSIS/MILEAGE	0	\$0.00	\$0.00
WEIGHT SLIP	0		
NO INSPECTION - NOT TX TRUCK	0	\$0.00	\$0.00
STATE INSPECTION - TX TRUCKS ONLY	0	\$14.00	\$0.00
PICKUP AND/OR DELIVERY TO CUSTOMER:	0	\$1,500.00	\$0.00
TOTAL FOR REMOUNT: \$74,926.00			\$74,926.00

LANCASTER CITY COUNCIL

City Council Regular Meeting

5.

Meeting Date: 10/14/2019

Policy Statement: This request supports the City Council 2019-2020 Policy Agenda

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

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

Agenda Caption:

Consider a resolution authorizing a professional services agreement with Johnson Controls, Incorporated for the replacement of Heating Ventilation and Air Conditioning (HVAC) systems, for the James R. Williams Pump Station, the Veterans Memorial Library, and Country View Golf Course in an amount not to exceed two hundred seventy-one thousand seven hundred thirty dollars (\$271,730.00).

Background:

At the August 5, 2019 Special Work Session, Council received a presentation regarding the FY 2018/2019 Facilities Assessment. This assessment identified the need for updated HVAC systems at the Pump Station, Library and Golf Course. The City desires to engage in an agreement with Johnson Control Incorporated for the HVAC system updates.

Operational Considerations:

We should note Johnson Controls currently provides maintenance for all City facilities. Approval of this purchase will increase efficiencies and reduce operating costs.

Legal Considerations:

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

Public Information Considerations:

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

Fiscal Impact:

Funding is available and will not exceed two hundred seventy-one thousand seven hundred thirty dollars (\$271,730.00)

Options/Alternatives:

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

Recommendation:

Staff recommends approval of the resolution, as presented.

Attachments

Resolution

Exhibit 1

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT WITH JOHNSON CONTROLS, INCORPORATED FOR REPAIRS AND REPLACEMENT OF HEATING VENTILATION AND AIR CONDITIONING (HVAC) AT THE LANCASTER VETERANS MEMORIAL LIBRARY, COUNTRY VIEW GOLF COURSE, AND THE JAMES R. WILLIAMS PUMP STATION IN AN AMOUNT NOT TO EXCEED TWO HUNDRED SEVENTY-ONE THOUSAND SEVEN HUNDRED THIRTY DOLLARS (\$271,730.00) AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of Lancaster desires to enter into an agreement with Johnson Controls, Incorporated to install HVAC systems at various City-owned facilities.

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

SECTION 1. That the City Council hereby authorizes a contract with Johnson Controls for the replacement of aging HVAC (Heating, Ventilation and Air Conditioning) systems for the James R. Williams Pump Station, the Veterans Memorial Library, and Country View Golf Course in an amount not to exceed two hundred seventy-one thousand seven hundred thirty dollars (\$271,730.00) in accordance with the Agreement, which is attached hereto and incorporated herein as Exhibit "1".

SECTION 2. That any prior Resolution of the City Council in conflict with the provisions contained in this Resolution is hereby repealed and revoked.

SECTION 3. That 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 4. That the City Manager of the City of Lancaster, Texas is hereby authorized to execute the agreement attached as Exhibit "1".

SECTION 5. This Resolution shall become effective immediately from and after its passage, as the law and charter in such cases provide.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 14th day of October, 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 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 therefrom.
- 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, Account s Pay ab l e by em a i l i n g your i n v o i c e t o A c c o u n t s - p a y a b l e @ l a n c a s t e r - t x . c o m]. 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 term of the contract and for three years thereafter, only as they specifically relate to this Agreement and Exhibit of listed equipment being purchased..
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-

CITY OF LANCASTER, TEXAS

GENERAL TERMS AND CONDITIONS

subcontractors and their respective officers, agents, or representatives, or any other persons or entities for which the 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.

CITY OF LANCASTER, TEXAS
GENERAL TERMS AND CONDITIONS

B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while in the course and scope 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.

C. The Contractor and its subcontractors shall abide by all city, state, and federal stormwater regulations while performing work in the City of Lancaster. The City of Lancaster has a Municipal Separate Storm Sewer System ("MS4") program, and Contractor understands that by contracting with the City, that it agrees to: (1) comply with the City's stormwater management program best management practices; and (2) require similar compliance from any and all subcontractors engaged to work on City projects/bids.

CITY OF LANCASTER

CONSULTANT/VENDOR/CONTRACTOR

Opal Mauldin-Jones, City Manager



Proposal

Dallas Fort Worth Irving TX Com Br
3021 W BEND DR
IRVING, TX 75063-3116
Phone: 972-869-9421
Fax: 866-656-9681

TO: City of Lancaster
211 N. Henry Street
Lancaster, TX 75146
Mr. Jermaine Sapp

Date: September 16, 2019
Project: City of Lancaster Pump Station
Proposal Ref: CY-Pump Station-8/26/2019

Dear Mr. Sapp:

Recently, we were requested to provide an updated proposal to replace the air conditioning systems at the City of Lancaster Pump Station. Our proposed scope of work is summarized below:

- Schedule project with the City of Lancaster Facilities Department.
- Secure City of Lancaster permits.
- Block off access to work areas as required.
- Remove and dispose of existing split systems (in accordance with EPA guidelines).
- Install (3) new York/JCI split systems. Two (2) of the existing split systems are 5 ton units, and one (1) existing split systems is a 10 ton unit. The new replacement split systems will be the same tonnage, size and voltage as the existing units.
- The existing indoor fan coil unit sections will be removed using a ductjack, and new indoor fan coil unit sections will be installed in this way as well. Some sheetmetal modifications will be required, in order to transition the new units to the existing supply ductwork.
- The existing condensing units will be removed and new condensing units will be installed in the rear of the facility in their current locations.
- We will flush the existing refrigerant piping with nitrogen. We will open the refrigerant lines at the lowest level of piping (at the pump station lower level area.) This will allow us to drain the existing mineral oil entrained in the system piping.
- Upon completion of the refrigerant/oil flush, we will pressure test the refrigerant lines to confirm integrity.
- We will re-charge the new split systems with refrigerant R-410A.
- Existing space thermostats will be reused and connected to the new split systems for control.
- The existing electrical service will be used to provide power to the new split system condensing units and fan coil units.
- Condensate piping will be modified as needed on the roof to accommodate the new fan coil units.
- At the completion of the installation, we will provide factory trained technician start-up of the split systems. Also included is a one year parts and labor warranty on the project installation and products supplied.

This proposal does not include:

- All work is scheduled for normal working hours. Overtime is not included in our proposal.
- Taxes, payment or performance bonds.
- Air balancing.
- New refrigerant piping.

We propose to furnish the materials and perform the work described above for the net price of \$46,590.00.

Should you have any questions, please let us know. We appreciate the opportunity to be of service.

Sincerely,

Tom Recker
Account Executive
Johnson Controls, Inc.
3021 West Bend Drive
Irving, TX 75063
Cell – 214-632-7303
tom.recker@jci.com

This proposal and alternates listed below are hereby accepted and Johnson Controls is authorized to proceed with work; subject, however to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

This proposal is valid until: September 25, 2019

City of Lancaster

Johnson Controls, Inc.

Name:	See attached City of Lancaster	Name:
Title:	General Terms and Conditions.	Title:
Date:		Date:
PO:		

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson Controls, Inc. (hereinafter referred to as JCI), shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Purchaser agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge JCI for any costs or expenses without JCI's written consent unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCSs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.
2. **INVOICING && PAYMENTS.** JCI may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Ten percent (10%) of the contract price is for engineering, drafting and other mobilization costs incurred prior to installation. This 10% shall be included in JCI's initial invoice. Purchaser agrees to pay JCI the amount invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request as the work progresses to the extent payments are received. If JCI's invoice is not paid within 30 days of its issuance, it is delinquent.
3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.
4. **WARRANTY.** JCI warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of ninety (90) days from delivery of said equipment, or if installed by JCI, for a period of ninety (90) days from installation. JCI warrants that for equipment furnished and/or installed but not manufactured by JCI, JCI will extend the same warranty terms and conditions which JCI receives from the manufacturer of said equipment. For equipment installed by JCI, if Purchaser provides written notice to JCI of any such defect within thirty (30) days after the appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment. For equipment not installed by JCI, if Purchaser returns the defective equipment to JCI within thirty (30) days after appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by JCI shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE
5. **LIABILITY.** JCI shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
6. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. In addition to the stated price, purchaser shall pay all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
7. **DELAYS.** JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond JCI's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.
8. **COMPLIANCE WITH LAWS.** JCI shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
9. **INSURANCE.** Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.
10. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.
11. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
12. **ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
13. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.



Proposal

Dallas Fort Worth Irving TX Com Br
 3021 W BEND DR
 IRVING, TX 75063-3116
 Phone: 972-869-9421
 Fax: 866-656-9681

TO: City of Lancaster
 211 N. Henry Street
 Lancaster, TX 75146
 Mr. Jermaine Sapp

Date: September 16, 2019
Project: City of Lancaster Golf Course
Proposal Ref: CY-Golf Course-8/26/2019

Dear Mr. Sapp:

Recently, you requested pricing to replace the existing A/C equipment at the Lancaster Golf Course. In response, we offering the following quotation for your review:

- Schedule project with the City of Lancaster Facilities Department.
- Secure City of Lancaster permits.
- Block off access to work areas as required.
- Remove and dispose of existing split systems (in accordance with EPA guidelines).
- Install (5) new York/JCI split systems. Three (3) of the existing split systems are 7-1/2 ton units, and two (2) of the existing split systems are 5 ton units. The new replacement split systems will be the same tonnage, size and voltage as the existing units.
- Two of the 7-1/2 ton fan coil units will be installed with tandem parallel gas furnaces connected to the respective D/X coil in a pair of pants arrangement. Duct transitions will be furnished and installed where required.
- The existing condensing units will be removed and new condensing units will be installed at the facility in their current locations. New concrete pads will be furnished for the condensing units where required.
- We will flush the existing refrigerant piping with nitrogen.
- Upon completion of the refrigerant/oil flush, we will re-connect all piping and pressure test the refrigerant lines to confirm integrity.
- We will recharge the new split systems with refrigerant R-410A.
- Existing space thermostats will be reused and connected to the new split systems for control.
- The existing electrical service will be used to provide power to the new split system condensing units and fan coil units. New electrical disconnects will be installed where required.
- Removal of the existing fence enclosing the (2) existing condensing units. The fence is falling down and its design causes the condensing units to work less efficiently.
- Condensate piping will be modified as needed to accommodate the new fan coil units.
- At the completion of the installation, we will provide factory trained technician start-up of the split systems. Also included is a one year parts and labor warranty on the project installation and products supplied.

This proposal does not include:

- All work is scheduled for normal working hours. Overtime is not included in our proposal.
- Taxes, payment or performance bonds.
- Air balancing.
- New refrigerant piping.
- Cost of City of Lancaster permits.

We propose to furnish the materials and perform the work described below for the net price of \$67,170.00.

Should you have any questions, please let us know. We appreciate the opportunity to be of service.

Sincerely,

Tom Recker
Account Executive
Johnson Controls Inc.
3021 West Bend Drive
Irving, TX 75063
Cell – 214-543-6546
tom.recker@jci.com

This proposal and alternates listed below are hereby accepted and Johnson Controls is authorized to proceed with work; subject, however to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

This proposal is valid until: September 25, 2019

City of Lancaster

Johnson Controls, Inc.

Name:	See attached City of Lancaster	Name:
Title:	General Terms and Conditions.	Title:
Date:		Date:
PO:		

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson Controls, Inc. (hereinafter referred to as JCI), shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Purchaser agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge JCI for any costs or expenses without JCI's written consent unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCSs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.
2. **INVOICING && PAYMENTS.** JCI may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Ten percent (10%) of the contract price is for engineering, drafting and other mobilization costs incurred prior to installation. This 10% shall be included in JCI's initial invoice. Purchaser agrees to pay JCI the amount invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request as the work progresses to the extent payments are received. If JCI's invoice is not paid within 30 days of its issuance, it is delinquent.
3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.
4. **WARRANTY.** JCI warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of ninety (90) days from delivery of said equipment, or if installed by JCI, for a period of ninety (90) days from installation. JCI warrants that for equipment furnished and/or installed but not manufactured by JCI, JCI will extend the same warranty terms and conditions which JCI receives from the manufacturer of said equipment. For equipment installed by JCI, if Purchaser provides written notice to JCI of any such defect within thirty (30) days after the appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment. For equipment not installed by JCI, if Purchaser returns the defective equipment to JCI within thirty (30) days after appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by JCI shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE
5. **LIABILITY.** JCI shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
6. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. In addition to the stated price, purchaser shall pay all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
7. **DELAYS.** JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond JCI's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.
8. **COMPLIANCE WITH LAWS.** JCI shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
9. **INSURANCE.** Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.
10. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.
11. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
12. **ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
13. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.



Proposal

Dallas Fort Worth Irving TX Common Branch
 3021 W BEND DR
 IRVING, TX 75063-3116
 Phone: 972-869-9421
 Fax: 866-656-9681

TO: City of Lancaster
 211 N. Henry Street
 Lancaster, TX 75146
 Mr. Jermaine Sapp

Date: September 12, 2019
Project: City of Lancaster Library
Proposal Ref: CY-Library-9/12/2019

Dear Mr. Sapp:

We have updated our quotation from (2) years ago to replace a total of (8) rooftop packaged units (RTU's) at the City of Lancaster Library. The details of our proposed scope of work are described as follows:

- Schedule project with the City of Lancaster Facilities Department.
- Secure City of Lancaster permits (at no cost to JCI).
- Set up rigging in approved, suitable locations. Block off access as required.
- There will be a total of (2) crane setups needed, one near the drive thru deposit area for the main library and another on the rear of the facility. These lifts will be performed on the same day.
- Recover refrigerant from existing systems and dispose in accordance with EPA guidelines.
- LOTO, disconnect, remove and dispose of existing RTU's.
- Install (8) new York/JCI Roof Top Units, and associated roof curb adapters sized to match the uninstalled ones. We will reuse existing roof penetrations.
- Existing space thermostats will be reused and connected to the new RTU's for control.
- The existing electrical service will be used to provide power to the new RTU's. We will make electrical modifications as required to accommodate the new RTU's.
- Condensate piping and gas piping will be modified as needed on the roof to accommodate the new RTU units.

The replacement RTU's are summarized as follows:

- 17.5-ton, quantity of 1
- 15-ton, quantity of 2
- 12.5-ton, quantity of 1
- 10-ton, quantity of 1
- 8.5-ton, quantity of 1
- 7.5-ton, quantity of 1
- 6-ton, quantity of 1

Each of the new RTU's will include the following accessories:

- Economizers
- Condenser coil hail guards

- Intelli-speed (variable speed low load control option, in accordance with new energy codes)
- 2 stage gas heat on all units
- Non-fused disconnect switches
- Standard access doors to all service areas

At the completion of the installation, we will provide factory trained technician start-up of the RTU's. Also included is a one year parts and labor warranty on the project installation and products supplied.

This proposal does not include:

- All work is scheduled for normal working hours. Overtime is not included in our proposal.
- Taxes, payment or performance bonds.
- Air balancing.
- Barometric or powered relief.

We propose to furnish the materials and perform the work described above for the net price of \$157,970.00.

Please let us know if you have any questions or need to make any changes. We appreciate the opportunity to work with the City of Lancaster and thank you for your continued desire to utilize Johnson Controls.

Sincerely,

Tom Recker
Account Executive
Johnson Controls, Inc.
3021 West Bend Drive
Irving, TX 75063
Cell – 214-543-6546
tom.recker@jci.com

This proposal and alternates listed below are hereby accepted and Johnson Controls is authorized to proceed with work; subject, however to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

This proposal is valid until: October 31, 2019

City of Lancaster

Johnson Controls, Inc.

Name: See attached City of Lancaster
General Terms and Conditions.

Name:

Title:

Title:

Date:

Date:

PO:

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson Controls, Inc. (hereinafter referred to as JCI), shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Purchaser agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge JCI for any costs or expenses without JCI's written consent unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCSs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.
2. **INVOICING && PAYMENTS.** JCI may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Ten percent (10%) of the contract price is for engineering, drafting and other mobilization costs incurred prior to installation. This 10% shall be included in JCI's initial invoice. Purchaser agrees to pay JCI the amount invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request as the work progresses to the extent payments are received. If JCI's invoice is not paid within 30 days of its issuance, it is delinquent.
3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.
4. **WARRANTY.** JCI warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of ninety (90) days from delivery of said equipment, or if installed by JCI, for a period of ninety (90) days from installation. JCI warrants that for equipment furnished and/or installed but not manufactured by JCI, JCI will extend the same warranty terms and conditions which JCI receives from the manufacturer of said equipment. For equipment installed by JCI, if Purchaser provides written notice to JCI of any such defect within thirty (30) days after the appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment. For equipment not installed by JCI, if Purchaser returns the defective equipment to JCI within thirty (30) days after appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by JCI shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE
5. **LIABILITY.** JCI shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
6. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. In addition to the stated price, purchaser shall pay all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
7. **DELAYS.** JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond JCI's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.
8. **COMPLIANCE WITH LAWS.** JCI shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
9. **INSURANCE.** Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.
10. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.
11. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or projectsite.
12. **ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
13. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.



Johnson Controls
Rider to Installation Agreement

This Rider is made as of 9/20/19 by and between Johnson Controls Incorporated and City of Lancaster, Texas and amends the General Terms and Conditions. This Rider is effective as of the date of last signature below. The following provisions are made a part of the Agreement:

1. **Prime Contract.** Any upstream project contracts shall be binding on Johnson Controls only to the extent such requirements are applicable to Johnson Controls' scope of work and provided that copies of these documents have been delivered to Johnson Controls, and Johnson Controls has confirmed in writing its receipt of such documents and acceptance of the obligations of such applicable documents. In the event of any conflict between the Agreement and any relevant upstream contracts, the Agreement shall control.
2. **Indemnity.** Johnson Controls shall indemnify Customer and Owner from and against third-party claims, damages, losses and expenses, arising out of or resulting from performance of Johnson Controls' work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), but only to the extent directly caused by the negligence of Johnson Controls.
3. **Mutual Waiver of Consequential Damages:** In no event, whether in contract, tort or otherwise (including breach of warranty, negligence and strict liability in tort), will either party be liable for indirect or consequential (including loss of business, loss of use, loss of profits, loss arising from delays, and the like), exemplary, punitive or special damages.
4. **Insurance.** Johnson Controls shall maintain insurance in amounts set forth below in full force and effect at all times until the (a) obligations under the Agreement have been completed or (b) the Agreement is cancelled or terminated and shall provide a certificate evidencing such coverage promptly following Customer's request therefor.

COVERAGES

Workmen's Compensation Insurance or self-insurance,
including Employer's Liability

Commercial General Liability Insurance

Comprehensive Automobile Liability Insurance

LIMITS OF LIABILITY

Statutory

\$5,000,000 Per Occurrence
\$5,000,000 Aggregate

\$1,000,000 Combined Single Limit

The above limits may be obtained through primary and excess policies, and may be subject to self-insured retentions.

Customer shall also maintain insurance coverage, of the types and in the amounts customary for the conduct of its business, throughout the term of the Agreement. Customer and Johnson Controls waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to the Agreement or other property insurance applicable to the work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary.

City of Lancaster Texas

By: See attached City of Lancaster
Title: General Terms and Conditions.

Johnson Controls

By: Christian Self _____

Title: Branch Installation Manager_

Signature: **Christia**
n M Self
Digitally signed by
Christian M Self
Date: 2019.09.20
11:03:40 -05'00'

LANCASTER CITY COUNCIL

City Council Regular Meeting

6.

Meeting Date: 10/14/2019

Policy Statement: This request supports the City Council 2019-2020 Policy Agenda

Goal(s): Healthy, Safe & Engaged Community

Submitted by: Carey Neal, Assistant to the City Manager

Agenda Caption:

Consider a resolution authorizing the submission of an application for the American Association of Retired Persons (AARP) Age-Friendly Livable Communities Program, and supporting the initiatives and opportunities of said program.

Background:

As prescribed in the City Council rules and procedures as amended August 2019, Section D. City Council Agenda Process, Subsection 1.b., Mayor Pro Tem Racheal Hill and Deputy Mayor Pro Tem Derrick Robinson requested that an item be included on the August 19, 2019 Work Session for the purpose of discussing AARP age-friendly livable communities.

AARP defines a livable community as one that is safe and secure, having affordable and appropriate housing and transportation options. A livable community also offers supportive community features and services. They believe that once these resources are available, that it will enhance personal independence, allow residents to remain in their homes and communities as they age, and foster residents' engagement in the community's civic, economic, and social life. Policymakers on the federal, state, and local levels have important roles to play in designing and maintaining communities to be active places where residents of all ages can participate fully. In order to become an AARP age-friendly community, there is a free membership process that includes an application, a letter of commitment, and a resolution. There are seven components that constitute an age-friendly livable community. AARP has designated a meaning to each of these categories.

- | | |
|------------------|----------------------------------|
| • Housing | (Affordability and access) |
| • Neighborhood | (Access to life, work and Play) |
| • Transportation | (Safe and convenient options) |
| • Environment | (Clean air and water) |
| • Health | (Prevention, access and quality) |
| • Engagement | (Civic and social involvement) |
| • Opportunity | (Inclusion and possibilities) |

There are currently only six cities in the state of Texas with the designation of being an AARP livable community. Among those six cities are Dallas, and Fort Worth. AARP has a livability index that scores the seven components listed above. Dallas has an index score of 55, Fort Worth has an index score of 53, and Lancaster has an index score of 51. The score rates the overall livability of a selected city. It is based on the average score of the seven livability categories. AARP scores communities by comparing them to one another, so the average community gets a score of 50, while above-average communities score higher and below-average communities score lower. The scores do not determine your acceptance of the designation, rather it serves as a tool that allows you to track your progress for being an age-friendly livable community.

Receiving this designation will allow the City of Lancaster to apply for an AARP Community Challenge grant. Projects that are funded through the AARP Community Challenge grant must demonstrate the tangible value of the city. The grant shall be used for encouraging communities to develop and implement innovative programs that engage residents in accessing, and understanding, and using data to increase quality of life for all.

City Council conducted a work session on August 19, 2019, to discuss the feasibility of becoming an AARP Age-Friendly Community. Staff was asked to complete the required application, and present the resolution at a regular Council meeting for consideration.

Legal Considerations:

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

Public Information Considerations:

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

Options/Alternatives:

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

Recommendation:

Staff recommends approval of the resolution, as presented.

Attachments

Resolution

Application

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE AMERICAN ASSOCIATION OF RETIRED PERSONS (AARP) AGE FRIENDLY LIVABLE COMMUNITIES PROGRAM AND TO SUPPORT INITIATIVES AND OPPORTUNITIES TO ENGAGE IN WORLD HEALTH ORGANIZATION AGE-FRIENDLY CITIES AND COMMUNITIES NETWORK.

WHEREAS, the global population of people aged 60 and over is expected to grow from 600 million in 2000 to almost 2 billion by 2050; and

WHEREAS, in the United States, the population of people aged 65 and over is expected to grow from 35 million in 2000 to 88.5 million by 2050, taking the total share of the 65 and over population from 12 percent to 20 percent of the total population; and

WHEREAS, research shows that older Americans overwhelmingly want to remain in their homes and communities as they age; and

WHEREAS, access to quality health care and long-term services and support is essential for individuals to live in their homes and communities; and

WHEREAS, of the 80 percent of adults 65 and older living in metropolitan areas, 64 percent live outside the principal cities of these areas in suburban locations that tend to be auto-dependent, creating challenges for residents who do not drive; and

WHEREAS, 21 percent of adults age 65 and older do not drive, and more than half of these non-drivers do not leave home on a given day, in part because they lack transportation options; and

WHEREAS, reduced mobility for older non-drivers leads to 15 percent fewer trips to the doctor, 59 percent fewer shopping trips and visits to restaurants, and 65 percent fewer trips for social, family and religious activities; and

WHEREAS, the World Health Organization (WHO) has developed a Global Network of Age-Friendly Cities and Communities to encourage and promote public policies to increase the number of cities and communities that support healthy aging and thereby improve the health, well-being, satisfaction, and quality of life for older Americans; and

WHEREAS, active aging is a life-long process, whereby an age-friendly community is not just "elder-friendly" but also intended to be friendly for all ages; and

WHEREAS, the WHO has noted that "making cities and communities age-friendly is one of the most effective policy approaches for responding to demographic ageing."

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

SECTION 1. that the City of Lancaster supports initiatives and opportunities to engage in the WHO Age-Friendly Cities and Communities Network of municipalities encouraging and promoting public policies supporting healthy ageing.

SECTION 2. This Resolution shall become effective immediately from and after its passage, and it is dully resolved.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 14th day of October, 2019.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney



Membership Application

To join the **AARP Network of Age-Friendly States and Communities**
and the **World Health Organization Global Network of Age-Friendly Cities and Communities**

- If you have questions while completing this form, please email livable@aarp.org
- If you need additional space for answering the questions you may add an additional sheet of paper

Section 1: COMMUNITY DETAILS

APPLICATION SUBMISSION DATE: 10/15/2019

NAME OF THE COMMUNITY: The City of Lancaster

STATE: Texas

POPULATION SIZE: 38,400

PERCENTAGE OF RESIDENTS ABOVE THE AGE OF 60: 8.6%

NAME AND TITLE OF THE ELECTED OFFICIAL SIGNING THE OFFICIAL COMMITMENT: Mayor Clyde C. Hairston

OFFICE ADDRESS OF THE SIGNER: 211 N. Henry St. Lancaster, Texas 75146

Section 2: COMMUNITY CONTACT for the AARP Network of Age-Friendly States and Communities

- The community contact is the local staff member or volunteer who is primarily responsible for carrying out the community-level work — it is not the responsible AARP staff member.

NAME: Carey Neal

POSITION: Assistant to the City Manager

EMAIL ADDRESS: Cneal@lancaster-tx.com

TELEPHONE NUMBER: 972-218-1305

Please describe the named person's role in the city or community's age-friendly initiative:

Carey Neal is the Assistant to the City Manager for the City of Lancaster, Texas. Carey is responsible for all City Council special projects and requests. He is the point of contact for this key initiative of becoming an AARP age friendly community. The Lancaster City Council is committed to being a livable, affordable, and distinctive City; that supports the growth of residents of all ages. One priority of the City is to help senior residents remain in their homes, in spite of the rising cost of living. Lancaster is a place where we embrace public safety and compassionate code enforcement in our neighborhoods, to sustain vibrant residential and business communities. The community celebrates unity and participates in citywide events, recreational and cultural activities. Residents have opportunities for involvement in civic life through boards and commissions, opportunities in recreation, sports teams, City elections, civic academies, school and citywide celebrations. The Lancaster City Council has prioritized senior care initiatives as part of their goals and objectives to ensure Lancaster is an "Age-Friendly City".

The person named above agrees to be subscribed to the [AARP Livable Communities Weekly e-Newsletter](#), which is one of the primary ways we share useful news and resources. To add additional subscribers, type their names and email addresses into below. Once this application is processed, a subscription confirmation message will be sent so the individual can confirm that they want to subscribe. To subscribe today, follow the link above or visit AARP.org/Livable-Subscribe.

Communityrelations@lancaster-tx.com

Section 3: COMMUNITY ACTIVITIES, ENGAGEMENTS and COLLABORATIONS

1) Please provide a brief summary of the community policies, programs and services that are targeted toward older people and how the community plans to become more age-friendly.

The City of Lancaster has a number of programs geared towards the care of residents 60 and better. The City facilitates those programs through the City's Senior Life Center. The Senior Life Center has a variety of amenities such as; an arts and craft room, a banquet hall, classroom space, computer lab, fitness room, game room, reading club, and so much more. The Senior Life Center is one of the newest facilities in the City, and there is something for everyone. In addition to the amenities, the Senior Life Center host several events for the residents to engage in. Programing includes but not limited to a walking club, knitting and crochet class, water exercise, field trips to various locations around the City, organized shopping, visits to the museum, health fairs, movies, eating and more. The City of Lancaster received a grant for an additional accessible bus to transport seniors to the life center and to grow participation. The police department organized a fishing tournament and donated a pool table for officers to come and play pool, croquet, and pickle ball weekly.

2) How will the community engage and involve older people in the process of becoming a more age-friendly?

The City of Lancaster will utilize the AARP "Age-Friendly" questionnaire, and distribute it through a variety of city venues, such as the senior life center, the library, and the recreation center; to engage as many residents as possible. In addition to the city venues, we intend to distribute the questionnaire through the city operated neighborhood "Next Door" online communication network; along with Facebook, Twitter, and Instagram to gather information from all areas of the city. The City of Lancaster will commit to spreading this questionnaire at all City hosted special events, such as National Night Out, and bi-monthly Lancaster Markets hosted on the square.

3) Briefly describe the mechanisms the community has or is planning to put in place to facilitate collaborative planning and implementation between different agencies and departments.

The Senior Life Center partners with the Dallas Area Agency on Aging, and the Texas Department of Health and Human Services to provide meals through the "Senior Meal Program". The Senior Meal Program, is a daily lunch program that ensures a free and nutritious meal for seniors ages 60 and better. Lunch is served Monday - Friday beginning at 12:00 p.m. while food supplies last or until all eligible participants have received a qualified meal. Lunch is served in the Senior Life Center Dining Hall, and usually concludes by 12:30 p.m. Residents do not have to be a member of the Lancaster Senior Life Center to participate in the free lunch program. In order to join the program, the applicant must complete an intake form and nutritional assessment prior to participation. Participants must also participate in an annual nutrition education session/presentation to remain in the program. There is no cost for this nutrition education session/presentation.

Section 4: NETWORK MEMBERSHIP

- Your answers to the following questions will help us complete your membership in the global age-friendly network and better enable us to understand how to support the network.

4) How do you hope to contribute to the AARP Network of Age-Friendly States and Communities and the World Health Organization Global Network of Age-Friendly Communities?

The City of Lancaster is rapidly growing, and hopes to act as a role model to other cities; on how to keep people of all ages engaged, and healthy by providing an environment that encourages a love for life and community. By combating ageism, and supporting healthy ageing in all policies; Lancaster will raise awareness on the importance of developing age friendly environments. We will document our successful actions, so that surrounding cities may be encouraged to make their communities livable communities.

5) What motivated your community to join the AARP Network of Age-Friendly States and Communities and the World Health Organization Global Network of Age-Friendly Communities?

Lancaster is a place where we embrace public safety and compassionate enforcement in our neighborhoods to sustain vibrant residential and business communities. The community celebrates unity and participates in citywide events, recreational and cultural activities. Residents have opportunities for involvement in civic life through boards and commissions, youth and parent volunteer opportunities in recreation, sports teams, City elections, and Civic Academies, Schools and Citywide celebrations. In 2005, the City of Lancaster donated a large amount of land to the Lancaster High School near the Senior Life Center. The students from that high school visit the Senior Life Center annually to do nails and hair for the senior gala Thanksgiving event.

6) Provide a digital file or link of a logo or other image that represents your community and for which you have reprint rights. The image resolution should be at least 72 dpi. As an example of an image, here's ours:

[Click here to enter text.](#)



LANCASTER CITY COUNCIL

City Council Regular Meeting

7.

Meeting Date: 10/14/2019

Policy Statement: This request supports the City Council 2019-2020 Policy Agenda

Goal(s): Healthy, Safe & Engaged Community

Submitted by: Kenneth L. Johnson, Fire Chief

Agenda Caption:

Consider a resolution approving a Fire and EMS Services Agreement with Dallas County for the provision of Fire and Emergency Medical Services (EMS) to unincorporated areas adjacent to the City of Lancaster.

Background:

Since October 1983 the City of Lancaster has maintained an agreement with Dallas County to provide Fire and Emergency Medical Services (EMS) to the portion of the County that is adjacent to the City.

This resolution is for an agreement to maintain the continuity of Fire and EMS services.

Operational Considerations:

The Fire Department currently responds into the unincorporated area of the City of Lancaster (ETJ) approximately 24 times per year.

Legal Considerations:

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

Public Information Considerations:

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

Fiscal Impact:

This agreement provides for reimbursement of expenses for services provided. The City will invoice Dallas County \$450 per Fire response and \$500 per EMS response to the identified area.

Options/Alternatives:

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

Recommendation:

Staff recommends approval of the resolution as presented.

Attachments

Resolution

Exhibit 1

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE FIRE AND AMBULANCE SERVICES AGREEMENT BETWEEN THE CITY OF LANCASTER AND DALLAS COUNTY FOR THE PROVISION OF FIRE SERVICES TO UNINCORPORATED AREAS ADJACENT TO THE CITY OF LANCASTER, FOR ONE YEAR WITH TWO- ONE YEAR EXTENSIONS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lancaster and Dallas County have previously entered into an agreement for the City of Lancaster to provide Fire AND EMS Services to the residents in the unincorporated areas adjacent to the City of Lancaster; and

WHEREAS, the parties desire to enter into a new agreement for one fiscal year; and

WHEREAS, the Council of the City of Lancaster finds it in the best interest to approve the Agreement as set forth in the attached Exhibit "1".

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

That the City Council hereby approves the Fire and EMS services Agreement with Dallas County, attached hereto and incorporated herein as Exhibit "1", and authorizes the City Manager to execute the same on behalf of the City.

SECTION 1. That any prior Resolution of the City Council in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

SECTION 2. That 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 3. This Resolution shall become effective immediately from and after its passage, as the law and charter in such cases provide.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 14th day of October, 2019

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

STATE OF TEXAS §
 §
 COUNTY OF DALLAS §

FIRE PROTECTION AGREEMENT

WHEREAS, the city of Lancaster, Texas (the "City"), has agreed to provide fire protection services to the unincorporated areas of the County of Dallas, (the "County"), and

WHEREAS, County has requested the City to provide such services with City owned and City operated fire protection equipment.

NOW THEREFORE, this Agreement (the "Agreement") between City and County is hereby made between said City and County as follows:

I.

SERVICES

For the consideration stated herein, the City agrees to (i) furnish fire protection services, and (ii) to answer all fire calls in the assigned unincorporated area adjacent and/or near the corporate limits of said City, as shown on the official fire protection zone map of the County, a copy of which is attached hereto as Exhibit "A" and made a part hereof for all purposes. Any deletions due to annexations or any additions due to de-annexations will be furnished to the City by the County Fire Marshal and the official map shall be updated by the City to reflect these changes. Responses shall continue into any annexed area until official notice is received from the County Fire Marshal. Response shall commence into any de-annexed area when official notice is received from the County Fire Marshal.

II.

TERM

This Agreement shall be in effect during the County fiscal year of October 1, 2019 through September 30, 2020, and will automatically be extended for two additional one-year fiscal periods (October 1, 2020 through September 30, 2021, and October 1, 2021 through September 30, 2022)

provided, and only if County appropriates and budgets the necessary funds to pay for fire services in each of the succeeding one year fiscal periods. In the event that funds are not appropriated by County for a succeeding fiscal year, this Agreement shall terminate on the last day of the fiscal year in which funds are appropriated for such fiscal year.

III.

DEFINITIONS & CONDITIONS

1) "Fire Run" shall mean a fire response with a fire fighting vehicle into the assigned unincorporated area of the County where any type of extinguishing agent is applied to a fire, or where valid reasons can be provided by City as to why there was no need to apply an extinguishing agent to a fire. A Fire Run does not include the routine dispatch of a fire vehicle to the location/address of an "Ambulance Run" (as defined below), when the necessity of the fire vehicle at such location/address does not exist and is not required to meet the requirements of a valid Fire Run or an Ambulance Run.

2) "Ambulance Run" shall mean an ambulance response into the assigned unincorporated area of the County where any type of emergency medical treatment is performed, or when valid reasons are provided by City as to why there was no need to administer treatment

The following three (3) conditions may justify a Fire Run made in conjunction with an Ambulance Run:

- 1) an unconscious person is involved where cardiopulmonary resuscitation ("CPR") may need to be performed to sustain life;
- 2) an individual is experiencing breathing difficulties where additional personnel is needed for patient evaluation and administering life support; or
- 3) a motor vehicle accident ("MVA") has occurred where extrication is needed or fuel is leaking and must be washed away from the vehicle to assure safety of responders/patients or other types of rescue, where fire apparatus/skills are required.

IV.

REIMBURSEMENT BY COUNTY

The County agrees to reimburse the City at the rate of FOUR HUNDRED AND FIFTY NO/100 DOLLARS (\$450.00.00) for each approved Fire Run that the City makes into the defined unincorporated area.

In order for the City to be eligible for reimbursement for a Fire Run, the Fire Run must be to a location within the unincorporated area assigned to City. When the City receives an original call for a Fire Run, the City must immediately notify the County Fire Marshal by contacting the Sheriff's Department by telephone or radio. The City must file with the County Fire Marshal, not later than five (5) days after the end of the calendar month, a certified list of the runs made into said unincorporated areas during the preceding month. Fire Runs that are not to a location in the assigned unincorporated area, or that have not been approved prior to a mutual aid assistance call, will be disallowed by the County Fire Marshal and no reimbursement will be made to the City for such runs.

The County Fire Marshal will notify the City of any response locations that cannot be located from the information provided on the run sheet, and of runs which are not eligible for reimbursement within thirty (30) days after the receipt of said City report. If a reply is not received from the City after the second request from the County Fire Marshal, the run will be disallowed. City will not be reimbursed for a Fire Run when (i) a fire vehicle is routinely dispatched to the same location/address of an Ambulance Run, (ii) the necessity for a fire vehicle at the location /address of an Ambulance Run does not exist, or (iii) a fire vehicle is not required to meet the requirements of a valid Fire Run or an Ambulance Run. All duplicate Fire Runs and Ambulance Runs to the same location/address must be verified by the County Fire Marshal for validity and the necessity of such duplicate run must be established by the City in order to be

eligible for reimbursement. County will reimburse the City for all eligible Fire Runs within thirty (30) days after the end of each quarter year during the Agreement term.

V.

MUTUAL AID ASSISTANCE

City agrees that it will provide mutual aid assistance to the County when requested, provided it may do so without endangering the property and lives of its own citizens.

VI.

TERMINATION

This Agreement may be terminated by either party without cause by giving the other party ninety (90) days prior written notice of the termination.

VII.

LIABILITY

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

City acknowledges and agrees that County is prohibited by Article XI, Section 7 of the Texas Constitution from indemnifying City or any other third party for damages arising under this Agreement.

VIII.

NOTICE

Any notice or certification provided for in this Agreement to be given by either party to the other shall be required to be in writing and shall be deemed given when personally delivered or within three (3) business days after being deposited in the United States mail, postage prepaid, certified, return receipt requested or registered addressed as follows:

To County: Fire Marshal
 County of Dallas

 600 Commerce St. – Room B-15
 Dallas, Texas 75202

To City: Fire Chief
 Lancaster Fire & Rescue
 100 Craig Shaw Memorial Parkway
 Lancaster, Texas 75134

IX.

MISCELLANEOUS

A. Applicable Law. This Agreement is expressly made subject to each party's Sovereign Immunity, Title 5 of the Texas Civil Remedies Code and all applicable laws. This Agreement and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas and venue shall lie exclusively in the state and federal courts of competent jurisdiction sitting in Dallas County, Texas.

B. Entire Contract. This Agreement, including all Exhibits, and Addendum, constitutes the entire agreement between the parties hereto and may not be modified except by an instrument in writing executed by the parties hereto.

C. Binding Effect. This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto as well as the parties themselves; provided, however, that County, its successors and

assigns shall be obligated to perform County's covenants under this Agreement only during, and in respect of their successive periods as County during the term of this Agreement.

D. Fiscal Funding. Notwithstanding any provisions contained in this Agreement, the obligations of the County under this Agreement are expressly contingent upon the availability of funding for each item and obligation for the term of the Agreement and any pertinent extensions. City shall have no right of action against County in the event County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to City at the earliest possible time.

E. Severability. If any provision of this Agreement shall be held invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provision shall remain in full force and effect.

F. Amendment. This Agreement may not be amended except in a written instrument specifically referring to this Agreement and signed by the parties hereto.

G. Number and Gender. Words of any gender used in this Agreement shall be held and construed to include any other gender and words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise.

H. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

I. This Agreement shall not become effective until approved by City Resolution and Commissioners' Court Order. A copy of the respective Resolution and Order will be furnished to each signing entity.

By their signatures below, the duly authorized representatives of City and County accept the terms of this Agreement in full.

EXECUTED this the 3rd day of September, 2019.

COUNTY:

CITY:

BY: Clay Lewis Jenkins

BY: Opal Mauldin-Jones

Dallas County Judge

City Manager

RECOMMENDED BY:



By: Darryl Martin, Dallas County Court Administrator



By: Robert De Los Santos – County Fire Marshal

APPROVED AS TO FORM*:

**JOHN CREUZOT
CRIMINAL DISTRICT ATTORNEY**

BY:



Randall Miller

Assistant District Attorney

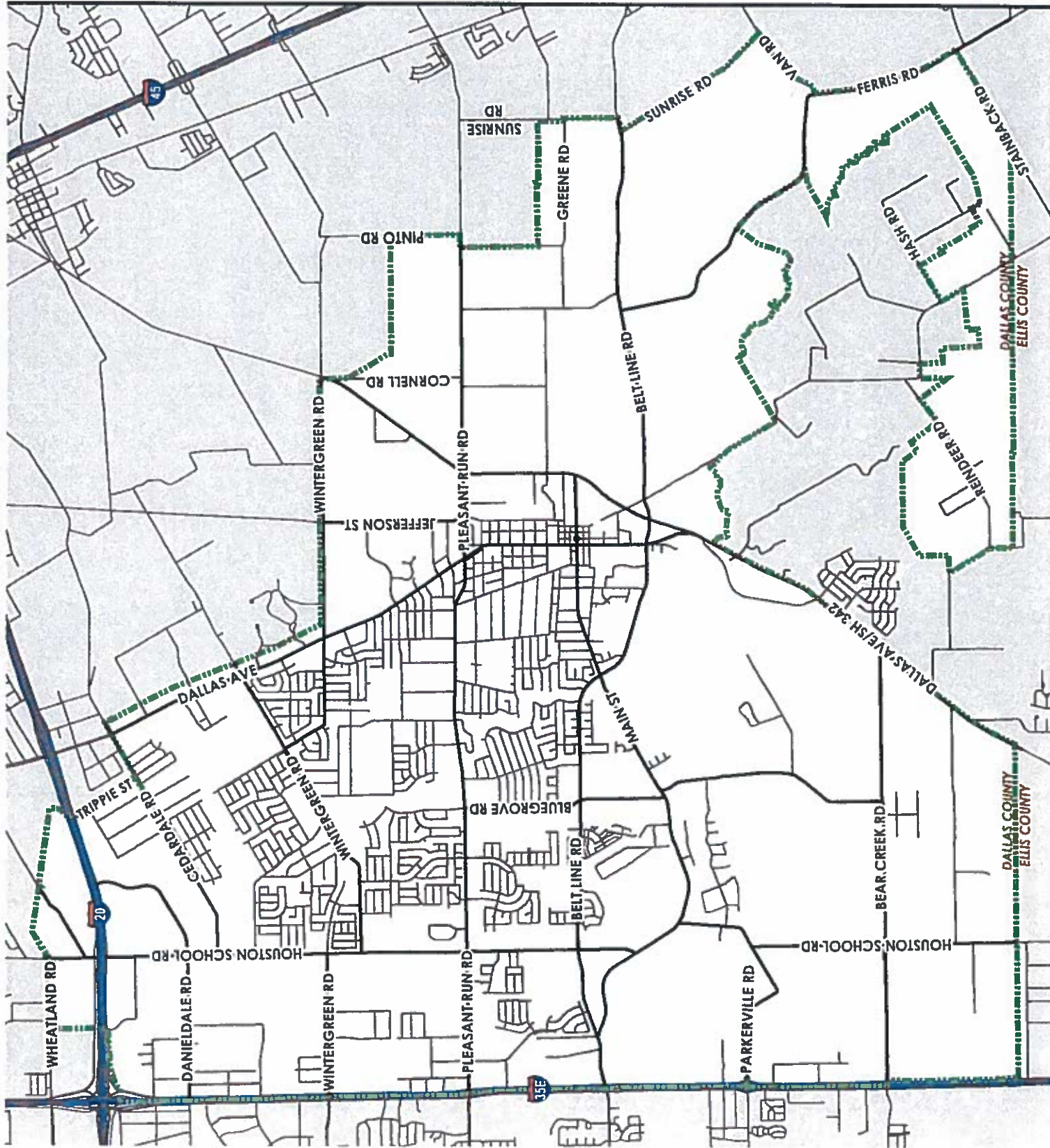
*** By law, the Dallas County District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document of other parties. Our review of this document was conducted solely from the legal perspective of our client.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

EXHIBIT "A"
FIRE PROTECTION ZONE MAP

City of Lancaster City Limits



DATE: 8/29/2019



STATE OF TEXAS §
 §
COUNTY OF DALLAS §

AMBULANCE SERVICES AGREEMENT

WHEREAS, the City of Lancaster, Texas, (the "City"), has agreed to provide ambulance services to the unincorporated areas for the County of Dallas, (the "County"), and

WHEREAS, County has requested the City to provide such services with City-owned and City-operated ambulance equipment,

NOW THEREFORE, this Agreement (the "Agreement") between City and County is hereby made by and between said City and County as follows:

I - SERVICES

For the consideration stated herein, the City agrees to (i) furnish ambulance services and, (ii) to answer all ambulance calls in the assigned unincorporated area adjacent and/or near the corporate limits of said City, as shown on the official ambulance zone map of County, a copy of which is attached hereto as Exhibit "A" and made a part hereof for all purposes. Any deletions due to annexations or any additions due to de-annexations will be furnished the City by the County Fire Marshal and the official map shall be updated by the City to reflect these changes. Response shall continue into any annexed area until official notice is received from the County Fire Marshal. Response shall commence into any de-annexed area when official notice is received from the County Fire Marshal.

II - TERM

This Agreement shall be in effect during the County fiscal year of October 1, 2019 through September 30, 2020 and will automatically be extended for two (2) additional one-year fiscal periods (October 1, 2020 through September 30, 2021, and October 1, 2021 through September 30, 2022) provided, and only if County appropriates and budgets the necessary funds to pay for ambulance services

in each of the succeeding one-year periods. In the event that funds are not appropriated by County for a succeeding fiscal year, this Agreement shall terminate on the last day of the fiscal year in which funds are appropriated for such fiscal year.

III – DEFINITIONS

An "Ambulance Run" shall mean an ambulance response into the assigned unincorporated area of the County where any type of emergency medical treatment is performed, or where valid reasons can be provided by City as to why there was no need to administer treatment. An Ambulance Run does not include the routine dispatch of an ambulance vehicle to the location/address of a "Fire Run" (as defined below), when the necessity of an ambulance vehicle at such location/address does not exist and is not required to meet the requirements of a valid Ambulance Run or a Fire Run.

The "Minimum Ambulance Staffing" shall be defined as follows: (i) "Advanced Life Support" (ALS) units shall have a minimum of one (1) EMT-Paramedic and one EMT-Basic. (ii) "Basic Life Support" (BLS) units shall have a minimum of two (2) EMT-Basics.

A "Fire Run" shall mean a fire department response with a fire protection vehicle into the assigned unincorporated area of the County where any type of extinguishing agent is applied to a fire or when valid reasons are provided by City as to why there was no need to apply an extinguishing agent to a fire.

IV – REIMBURSEMENT BY COUNTY

The County agrees to reimburse the City at the rate of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) for each approved Ambulance Run that the City makes into the defined unincorporated area.

In order for the City to be eligible for reimbursement for a run, the Ambulance Run must be to a location within the unincorporated area assigned to the City. When the City receives an original call for an Ambulance Run, the City must immediately notify the County Fire Marshal by contacting the Sheriff's Department by telephone or radio. The City must file with the County Fire Marshal, not later than five (5) days after the end of the calendar month, a certified list of the runs made into said unincorporated

areas during the preceding month. Ambulance Runs that are not to a location in the assigned unincorporated area or that have not been approved prior to mutual aid assistance call will be disallowed by the County Fire Marshal and no reimbursement will be made to the City for such runs. The County Fire Marshal will notify the City of any response locations that cannot be located from the information provided on the run sheet and of runs which are not eligible for reimbursement within thirty (30) days after the receipt of said City Report. If a reply is not received from the City after the second request from the County Fire Marshal, the run will be disallowed. City will not be reimbursed for an Ambulance Run when (i) an ambulance is routinely dispatched to the same location/address of a Fire Run (ii) the necessity for an ambulance at the location/address of a Fire Run does not exist, or (iii) an ambulance is not required to meet the requirements of a valid Ambulance Run or a Fire Run. County will reimburse City for all eligible Ambulance Runs within thirty (30) days after the end of each quarter year during the Agreement term.

V – FEES CHARGED TO CITIZENS

The City may collect from the citizens the same fee for ambulance service in the assigned unincorporated areas that it charges for like services in the City. The City shall not charge the citizens in the assigned unincorporated area more for services than it charges for like services in the City. The County shall not assist in the collection of any fees charged by the City. No reimbursement for uncollected fees shall be made by County.

Payment shall be for “per ambulance utilized” not for “per patient transported”. In multi-injury incidents/situations, each ambulance must transport two patients per ambulance, except in those cases where cardiopulmonary resuscitation (“CPR”) is in progress or where multiple injuries involving a patient in a life-threatening situation who must receive extensive personal treatment while being transported.

VI – TERMINATION

This Agreement may be terminated by either party without cause by giving the other party ninety (90) days prior written notice of the termination.

VII – LIABILITY

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

City acknowledges and agrees that County is prohibited by Article XI, Section 7 of the Texas Constitution from indemnifying City or any other third party for damages arising under this Agreement.

VIII – NOTICE

Any notice or certification provided for in this Agreement to be given by either party to the other shall be required to be in writing and shall be deemed given when personally delivered or within three (3) business days after being deposited in the United States mail, postage prepaid, certified, return receipt requested or registered addressed as follows:

To County: Dallas County Fire Marshal

Commerce St. – Room B-15
Dallas, Texas 75202

To City: Fire Chief
Lancaster Fire & Rescue
100 Craig Shaw Memorial Parkway
Lancaster, Texas 75134

VIII – MISCELLANEOUS

A. Applicable Law. This Agreement is expressly made subject to County's Sovereign Immunity, Title 5 of the Texas Civil Remedies Code and all applicable laws. This Agreement and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas and venue shall lie exclusively in Dallas County, Texas.

B. Entire Agreement. This Agreement including all Exhibits, and Addendum, constitutes the entire agreement between the parties hereto and may not be modified except by an instrument in writing executed by the parties hereto.

C. Binding Effect. This Agreement and the respective rights and obligations of the parties hereto shall insure to the benefit of and be binding upon the successors and assigns of the parties hereto as well as the parties themselves, provided, however, that County, its successors and assigns shall be obligated to perform County's covenants under this Agreement only during, and in respect of their successive periods as County during the term of this Agreement.

D. Fiscal Funding. Notwithstanding any provisions contained in this Agreement, the obligations of the County under this Agreement are expressly contingent upon the availability of funding for each item and obligation for the term of the Agreement and any pertinent extensions. City shall have no right of action against County in the event County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to City at the earliest possible time.

E. Severability. If any provision of this Agreement shall be held invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

F. Amendment. This Agreement may not be amended except in a written instrument specifically referring to the is Agreement and signed by the parties hereto.

G. Number and Gender. Words of any gender used in this Agreement shall be held and construed to include any other gender and words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise.

H. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

I. This Agreement shall not become effective until approved by City Resolution and Commissioners Court Order. A Copy of the respective Resolution and Order will be furnished to each signing entity.

[remainder of page intentionally left blank]

[signature page to follow]

By their signatures below, the duly authorized representatives of City and County accept the terms of this Agreement in full.

EXECUTED this the 3rd day of September, 2019.

COUNTY:

CITY:

BY: Clay Lewis Jenkins
Dallas County Judge

BY: _____
Mayor of Lancaster

RECOMMENDED:




BY: Darryl Martin - Dallas County Court Administrator



BY: Robert De Los Santos - Dallas County Fire Marshal

APPROVED AS TO FORM*:

JOHN CREUZOT
CRIMINAL DISTRICT ATTORNEY


BY: _____
Randall Miller
Assistant District Attorney

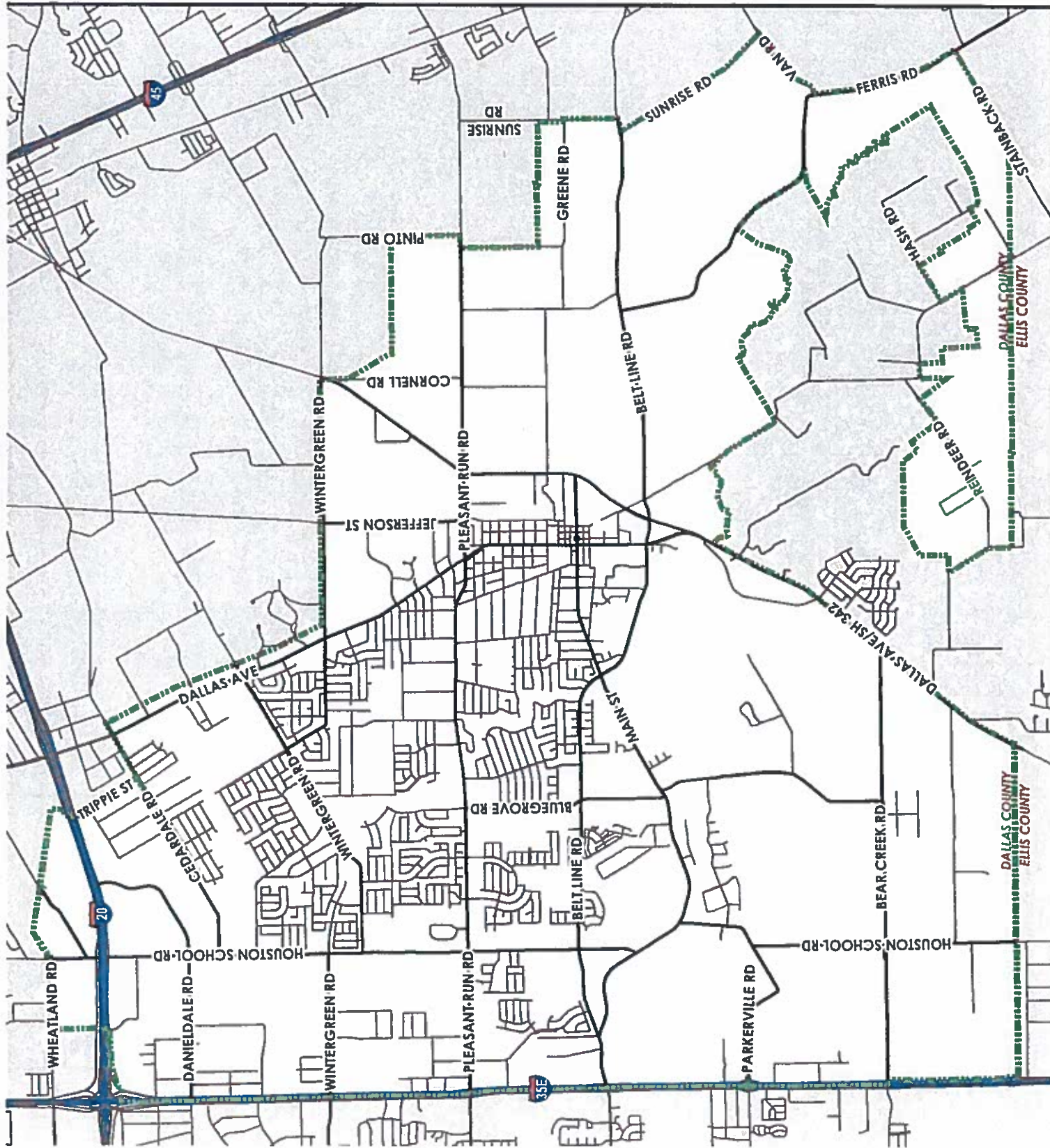
* By law, the Dallas County District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document of other parties. Our review of this document was conducted solely from the legal perspective of our client.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

EXHIBIT "A"
AMBULANCE RESPONSE ZONE MAP

City of Lancaster City Limits



date: 8/29/2019



LANCASTER CITY COUNCIL

City Council Regular Meeting

8.

Meeting Date: 10/14/2019

Policy Statement: This request supports the City Council 2019-2020 Policy Agenda

Goal(s): Healthy, Safe & Engaged Community

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

Agenda Caption:

Consider a resolution approving the terms and conditions of an Interlocal Agreement by and between Sourcewell (formerly NJPA) and the City of Lancaster for the cooperative purchase of goods and services.

Background:

Staff requests approval of an Interlocal Agreement with Sourcewell for the purpose of purchasing items in a cost effective and expeditious manner. Each product or service has been bid and awarded in compliance with Texas statutes.

Operational Considerations:

An Interlocal Agreement allows staff to utilize other agencies' formal bid contracts. Each entity's formal bid process meets the requirements set forth in the statutes, including advertising, M/WBE participation, reference checks, verification of insurance and bonding, if required by specifications, and any other requirement.

All legal requirements are verified by the Purchasing Agent prior to recommendation or use of a contract.

Use of cooperative contracts allows Purchasing to meet the needs of the City departments on a timely basis through the use of contracts that are in place. These contracts save time associated with issuing bids or in obtaining quotes. Additionally, savings is achieved through aggregate volumes either through joint bidding opportunities or by addressing the cooperative language within the specifications to the vendors.

Legal Considerations:

The use of cooperative agreements is in accordance with Section 791.001 of the Texas Government Code and 271.101 of the Texas Local Government Code.

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

Public Information Considerations:

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

Fiscal Impact:

The use of cooperative bids through Interlocal Agreements provides a savings to the City, both in funding and time by allowing staff to use contracts that have already been bid by another entity.

Options/Alternatives:

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

Recommendation:

Staff recommends approval of the resolution, as presented.

Attachments

Resolution

Exhibit A

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT WITH SOURCEWELL (FORMERLY NJPA) FOR THE COOPERATIVE PURCHASING OF GOODS AND SERVICES ; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lancaster desires to enter into an Interlocal agreement with Sourcewell for the cooperative purchasing of goods and services; and

WHEREAS, the City of Lancaster of Lancaster, Texas, pursuant to the authority granted under Sections 791.025 of the Texas Government Code and 271.101 of the Local Government Code, desires to participate in an Interlocal agreement with Sourcewell; and

WHEREAS, the City and Sourcewell, is of the opinion that participation in an Interlocal agreement will be beneficial to the taxpayers of the local government through the efficiencies and potential savings to be realized.

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

SECTION 1. That the terms and conditions of the agreement attached hereto and incorporated herein by reference as Exhibit "A", having been reviewed by the City Council of the City of Lancaster and found to be acceptable and in the best interests of the City of Lancaster and its citizens are hereby in all things approved.

SECTION 2. That any prior Resolution of the City Council in conflict with the provisions contained in this Resolution is hereby repealed and revoked.

SECTION 3. That 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 4. That the City Manager of the City of Lancaster is hereby authorized to execute the agreement, attached as Exhibit "A".

SECTION 5. That this resolution shall be in full force and effect from and after its passage and approval and it is accordingly so resolved.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 14th day of October, 2019.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

**SOURCEWELL
INTERLOCAL AGREEMENT**

This Agreement, made effective on the date hereof, is between the Sourcewell (formerly National Joint Powers Alliance) and City of Lancaster (hereinafter referred to as "Governmental Unit").

Recitals

- A. Sourcewell is a service cooperative established by Minn. Stat. § 123A.21 as a local unit of government pursuant to the Minn. Const. art. XII, sec. 3; and
- B. Sourcewell is explicitly authorized to provide cooperative purchasing services to eligible members following a competitive contracting law process to solicit, evaluate and award cooperative purchasing contracts for goods and services; and
- C. Sourcewell cooperative purchasing contracts are made available through the joint exercise of powers law to member agencies through Minn. Stat. § 471.59; and
- D. Membership in Sourcewell is available for all eligible state and local governments, education, higher education and nonprofit entities across North America; and
- E. Governmental Unit asserts it is authorized by its statutes to utilize contracts competitively solicited by another governmental unit; and
- F. Governmental Unit and Sourcewell desire to enter into this Interlocal Agreement for the purpose of Governmental Unit accessing available contracts for goods and services from Sourcewell Awarded Vendors.

Sourcewell and the Governmental Unit hereby agree as follows:

Agreement

- 1. Sourcewell will make its contracts for goods and services and/or other Sourcewell services available to the Governmental Unit. The Governmental Unit will be a Sourcewell Service Member.
- 2. The Governmental Unit may utilize the contracts or services procured or offered through Sourcewell to purchase supplies, equipment, materials and services.
- 3. The Parties to this Agreement will adhere to any and all applicable laws pertaining to the procurement of goods and services as they pertain to the laws of their state or nation.
- 4. This Agreement will become effective on the date hereof and shall remain in effect until canceled by either party upon thirty (30) days' written notice to the other party.

5. Each party agrees that it is responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other party and the results thereof. The Governmental Unit will be responsible for all aspects of its purchase, including ordering its goods and services, inspecting and accepting the goods and services, and paying the Vendor who will have directly billed the Governmental Unit placing the order.

6. Both Parties to this Agreement agree to strict accountability of all public funds disbursed in connection with this joint exercise of powers as required by each party's respective laws.

7. To purchase goods and services from Sourcewell contracts, the Governmental Unit must enter into a purchase order or other subsequent agreement in accordance with the terms and conditions of Sourcewell contracts and any requirements applicable to the Governmental Unit's governing body. The Governmental Unit must send purchase orders directly to the applicable Vendor and will make payments directly to the Vendor in accordance with its established procedures and terms of the Sourcewell contract. The Governmental Unit will not use the goods available under Sourcewell contracts for purposes of resale.

8. Pursuant to Minn. Stat. § 471.59, Subd. 5, if applicable, the Parties shall provide for the disposition of any property acquired as the result of such joint or cooperative exercise of powers, and the return of any surplus moneys in proportion to contributions of the several contracting parties after the purpose of the Agreement has been completed.

9. There shall be no financial remunerations by the Governmental Unit to Sourcewell for the use of Sourcewell procurements, contracts or agreements or the payment of any fees to Sourcewell. Both Parties to this Agreement acknowledge their individual responsibility to gain ratification of this agreement through their governing body as required by law.

10. The Sourcewell contracts utilized by the Governmental Unit through this Agreement were procured or will be procured through the Uniform Municipal Contracting law, Minn. Stat. § 471.345.

IN WITNESS, WHEREOF, the parties have executed this Interlocal Agreement effective the day and year written below.

Governmental Unit

Sourcewell

By _____
Opal Mauldin-Jones

By _____
AUTHORIZED SIGNATURE

Its City Manager
TITLE

Its _____
TITLE

October 14, 2019
DATE

DATE

SOURCEWELL AGREEMENT

This Agreement, made effective on the date hereof, by and between Sourcwell (formerly known as National Joint Powers Alliance) and _____ (hereinafter referred to as the "Member").

Agreement

1. Sourcwell, a public entity whose creation was authorized by Minn. Stat. § 123A.21, has followed procurement procedures for products and services offered by this Agreement in accordance with Minn. Stat. § 471.345. Sourcwell is permitted to engage in cooperative purchasing pursuant to Minn. Stat. § 123A.21 Subd. 7(23).
2. It is the sole responsibility of each Member to follow state and local procurement statutes and rules as it pertains to cooperative purchasing or joint power Agreements with in-state or out-of-state public agencies.
3. Sourcwell makes cooperative purchasing contracts available to Members "as is," and is under no obligation to revise the terms, conditions, scope, price, and/or any other conditions of the contract for the benefit of the Member. Members are permitted to negotiate and agree to additional terms and conditions with Vendors directly.
4. Each party shall be responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other party and the results thereof. The Member will be responsible for all aspects of its purchase, including ordering its goods and/or services, inspecting and accepting the goods and/or services, and paying the Vendor who will have directly billed the Member placing the order.
5. The use of each contract by the Member will adhere to the terms and conditions of the Sourcwell contract.
6. Any dispute which may arise between the Member and the Vendor are to be resolved between the Member and the Vendor.
7. This Agreement incorporates all Agreements, covenants and understandings between Sourcwell and the Member. No prior Agreement or understanding, verbal or otherwise, by the parties or their agents, shall be valid or enforceable unless embodied in this Agreement. This Agreement shall not be altered, changed or amended except by written amendment executed by both parties.

Member Name

By _____
Its _____
TITLE

DATE

Sourcwell

TITLE

DATE

MEMBER INFORMATION

Indicate an address to which correspondence may be delivered.

Organization Name*	<input type="text"/>
Address*	<input type="text"/>
City	<input type="text"/>
State/Province Code	<input type="text"/> ZIP code* <input type="text"/>
Country	<input type="text"/>
Employer Identification Number	<input type="text"/>
Website	<input type="text"/>
Contact person* (First, Last)	<input type="text"/>
Job Title*	<input type="text"/>
Job Role*	<input type="text"/>
E-mail*	<input type="text"/>
Phone*	<input type="text"/>

Organization Type:

Government

- ☐ Federal
- ☐ State
- ☐ County
- ☐ Municipality
- ☐ Tribal
- ☐ Township
- ☐ Special District

Education

- ☐ Pre-K
- ☐ Public K-12
- ☐ Private K-12
- ☐ Public Higher Ed
- ☐ Private Higher Ed

Non-Profit (Please include documentation demonstrating non-profit status)

- ☐ Church
- ☐ Medical Facility
- ☐ Other

REFERRED BY

- ☐ Advertisement
- ☐ Colleague/Friend
- ☐ Vendor Representative
- ☐ Conference/Trade Show _____
- ☐ Search Engine/Web Search

RETURN COMPLETED AGREEMENT TO:

Sourcewell
202 12th Street NE
P.O. Box 219
Staples, MN 56479

877-585-9706
membership@sourcewell-mn.gov

**Denotes required information*

LANCASTER CITY COUNCIL

City Council Regular Meeting

9.

Meeting Date: 10/14/2019

Policy Statement: This request supports the City Council 2019-2020 Policy Agenda

Goal(s): Healthy, Safe & Engaged Community

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

Agenda Caption:

Consider a resolution authorizing a Memorandum of Understanding between the City of Cedar Hill, the City of Desoto, the City of Duncanville, the City of Lancaster, Dallas County, the North Central Texas Council of Governments, and the Regional Transportation Council concerning the Southern Dallas County Regional Veloweb Shared-Use Path Alignment Study.

Background:

On May 10, 2018, the Regional Transportation Council (RTC) approved the programming of Surface Transportation Block Grant program (STBG) funds for a Regional Veloweb shared-use path Alignment Study in Southern Dallas County. As part of this effort, the RTC approved funding in the amount not to exceed Two Hundred Forty Thousand Dollars and no cents (\$240,000.00) towards the Alignment Study, which is contingent on a total, combined local match of Sixty Thousand Dollars and no cents (\$60,000.00). Dallas COUNTY will have a total obligation to this Project to provide funding for the local match, on behalf of the CITIES, to NCTCOG, as RTC's fiscal agent; all of which are derived from \$15,000 from each participating cities identified Dallas County projects. As well as, each participating City will provide in-kind contributions, including but not limited to staff participation in project coordination and meetings.

The Veloweb project will refine and identify a preferred regional shared use path alignment from the existing trail along State Highway FM 1382 near the intersection of W. Pleasant Run Rd. in Cedar Hill to the trail along E. Pleasant Run Rd. in Lancaster near the intersection with N. Lancaster-Hutchins Rd., including path and/or on-street bikeway connections to Duncanville. The project will develop conceptual alignment alternatives to arrive at a preferred alignment with at least fifteen percent design schematic of the preferred alignment; and will include a preliminary environmental analysis; and detailed preliminary estimates of costs by jurisdiction for the preferred regional shared-use path alignment.

Operational Considerations:

Approval of this resolution will authorize the City of Lancaster participation in this regional Veloweb study that will enhance the connectability of trails to neighboring cities. Representatives of NCTCOG have been thoroughly involved with the current updating of the Trails Master Plan and the Veloweb study will not conflict.

Legal Considerations:

This agreement has been reviewed by the City Attorney and is approved as to form and content.

Public Information Considerations:

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

Fiscal Impact:

Dallas County will provide the local match on behalf of the City utilizing project funds allocated to the City. The City will also provide in-kind contributions, including but not limited to staff participation in project coordination and meetings.

Options/Alternatives:

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

Recommendation:

Staff recommends the approval of the resolution as presented.

Attachments

Resolution

Memorandum of Understanding

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF LANCASTER, TEXAS, AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CEDAR HILL, THE CITY OF DESOTO, THE CITY OF DUNCANVILLE, THE CITY OF LANCASTER, DALLAS COUNTY, THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS, AND THE REGIONAL TRANSPORTATION COUNCIL CONCERNING THE SOUTHERN DALLAS COUNTY REGIONAL VELOWEB SHARED-USE PATH ALIGNMENT STUDY AND AUTHORIZING THE CITY MANAGER TO SIGN THE MEMORANDUM OF UNDERSTANDING; PROVIDING FOR THE REPEAL OF ANY AND ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 10, 2018, the Regional Transportation Council (RTC) approved the programming of Surface Transportation Block Grant program (STBG) funds for a Regional Veloweb shared-use path Alignment Study in Southern Dallas County; and

WHEREAS, as part of this effort, on May 10, 2018, the RTC approved funding in the amount not to exceed Two Hundred Forty Thousand Dollars and no cents (\$240,000.00) towards the Alignment Study, which is contingent on a total, combined local match of Sixty Thousand Dollars and no cents (\$60,000.00); and

WHEREAS, on September 27, 2018, the North Central Texas Council of Governments (NCTCOG) Executive Board authorized receipt of such STBG funds for the Regional Veloweb shared-use path Alignment Study in Southern Dallas County and authorized necessary agreements for the receipt of local match; and

WHEREAS, the COUNTY will have a total obligation to this Project to provide funding for the local match, on behalf of the CITIES, to NCTCOG, as RTC's fiscal agent, in the amount not to exceed Sixty Thousand Dollars and no cents (\$60,000.00); and

WHEREAS, the CITIES will provide in-kind contributions, including but not limited to staff participation in project coordination and meetings; and

WHEREAS, the project will refine and identify a preferred regional shared use path alignment from the existing trail along FM 1382 near the intersection of W. Pleasant Run Rd. in Cedar Hill to the trail along E. Pleasant Run Rd. in Lancaster near the intersection with N. Lancaster-Hutchins Rd., including path and/or on-street bikeway connections to Duncanville; and

WHEREAS, the project will develop conceptual alignment alternatives to arrive at a preferred alignment with subsequent at least fifteen percent design schematic of the preferred alignment; and

WHEREAS, the project will include a preliminary environmental analysis; and

WHEREAS, the project will provide detailed preliminary estimates of costs by jurisdiction for the preferred regional shared-use path alignment; and

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

1. North Central Texas Council of Governments (NCTCOG) will be designated as the Lead Agency for the project and will provide the Project Manager.

2. CITIES' staff will provide available data such as: existing right-of-way and existing easements, utilities (local and franchised), hydraulic and flood data, development plans within or near the trail corridor, road improvement plans, thoroughfare plans, and any other potential elements that may impact the trail feasibility.
3. CITIES and COUNTY will each designate a Project Lead to work directly with NCTCOG as part of a Project Review Committee to coordinate schedules, facilitate interaction with the various departments of the municipality, elected officials, and key stakeholders.
4. CITIES' staff and COUNTY staff will coordinate with NCTCOG to determine the appropriate Regional Veloweb alignment through each community.
5. CITIES' staff and COUNTY staff will participate in project coordination and meetings, including but not limited to attending stakeholder meetings.
6. CITIES' staff and COUNTY staff will facilitate meetings with affected property owners.
7. CITIES' staff and COUNTY staff, in conjunction with the NCTCOG Project Manager, will coordinate and facilitate any desired community meetings for public input and prepare a sign in sheet and summary of comments provided by the public, to be retained for the project files.
8. CITIES' staff and COUNTY staff will coordinate with the appropriate city departments and provide briefings as necessary with city committees, boards, and elected officials, with support from NCTCOG as required.
9. CITIES will amend each city's appropriate planning documents as necessary to reflect any revised trail alignments based on the findings from the alignment study upon approval of such amendments by applicable city boards, commissions and/or City Councils.
10. NCTCOG and/or NCTCOG's consultant(s) will perform the tasks identified in the project Scope of Work. CITIES AND COUNTY shall be provided 15 business days to review the project Scope of Work prior to finalization and approval by NCTCOG.
11. NCTCOG will serve as the Lead Agency, Contract Manager and Procurement Administrator for this Project.
12. The NCTCOG Project Manager will oversee the consultant(s), review and approve invoices and progress reports, and coordinate with the NCTCOG Project Review Committee regarding meetings, schedules, deliverables, and other key project milestones and events. Monthly progress reports will be provided to the CITIES and COUNTY, beginning a maximum of thirty (30) days from the date of the project kickoff meeting. Communication with the consultant(s) will be coordinated through the NCTCOG Project Manager.
13. CITIES and COUNTY shall participate in the procurement of a consultant, through review of the RFP and participation in the consultant selection process, and other needed tasks.
14. DALLAS County agrees to provide local match to NCTCOG in the amount not to exceed \$60,000.00 within thirty (30) days of receipt of the invoice by the COUNTY. Any notice to

proceed to a consultant procured by NCTCOG to carry out the agreed upon Scope of Work is contingent upon the receipt of local match from Dallas County.

15. In the event that the estimated costs need to be revised, the PARTIES agree that any modifications to the Scope of Work and addition of final deliverables that increase the cost of the consultant(s) contract shall first be agreed upon by Project Leads and NCTCOG and are subject to approval by resolution of the City Councils for the CITIES and approval by the Dallas County Commissioners for the COUNTY. Prior to authorizing such modifications to the scope and/or final deliverables, the Parties shall agree on funding source for such cost overruns. RTC funding approval for this project is capped at \$240,000.00 in Surface Transportation Block Grant Funds and local funding is capped at \$60,000.00 (NCTCOG is paying eighty (80) percent and local funding is twenty (20) percent). In the event of any project cost savings, COUNTY shall be reimbursed by NCTCOG the amount of any unspent MCIP dollars at the completion of the Project according to the 80% / 20% split listed immediately above this paragraph. Any payments to be made by any party shall be from current revenue or other lawfully available funds in accordance with Chapter 791 of the Texas Government Code.
16. This MOU is expressly subject to, and contingent upon, formal approval by the Dallas County Commissioners Court and by resolution of the City Council of all of the CITIES.
17. The PARTIES agree that none of the parties is an agent, servant, or employee of any other party. No joint enterprise exists between any of the CITIES, the COUNTY, NCTCOG or the RTC.
18. **Indemnification. CITIES, COUNTY, NCTCOG, AND RTC agree that each shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of performance of this MOU, without waiving any governmental/sovereign immunity available to the CITIES, COUNTY, NCTCOG or RTC or their respective officials, officers, employees, or agents under Texas or other law and without waiving any available defenses under Texas or other law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.**
19. The terms and provisions of this MOU are for the benefit of the parties hereto and not for the benefit of any third party. It is the express intention of the CITIES, COUNTY, NCTCOG and RTC that any entity other than the CITIES, COUNTY, NCTCOG or RTC receiving services or benefits under this MOU shall be deemed an incidental beneficiary only. This MOU is intended only to set forth the contractual rights and responsibilities of the parties hereto.
20. This MOU shall commence on the Effective Date. The Effective Date of this MOU shall be the date it is executed by the last of the PARTIES. Reference to the date of execution shall mean the Effective Date.
21. Any payments to be made by any party hereto shall be from current revenue or other lawfully available funds in accordance with Chapter 791 of the Texas Government Code.

DULY ORDERED by the City Council of the City of Lancaster, Texas, this the 14th day of October, 2019.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF CEDAR HILL, THE CITY OF DESOTO, THE CITY OF
DUNCANVILLE, THE CITY OF LANCASTER, DALLAS COUNTY, THE NORTH
CENTRAL TEXAS COUNCIL OF GOVERNMENTS, AND THE REGIONAL
TRANSPORTATION COUNCIL CONCERNING THE SOUTHERN DALLAS COUNTY
REGIONAL VELOWEB SHARED-USE PATH ALIGNMENT STUDY**

This Memorandum of Understanding (MOU) is made and entered into by and between the North Central Texas Council of Governments (NCTCOG), the Regional Transportation Council (RTC), the Cities of Cedar Hill, DeSoto, Duncanville, and Lancaster (individually referred to as CITY or collectively as CITIES) and Dallas County (COUNTY). The participants of this MOU may also be individually referred to as PARTY or collectively as PARTIES. The purpose of this MOU is to establish CITY, COUNTY, NCTCOG, and RTC commitments for the Southern Dallas County Regional Veloweb shared-use path Alignment Study.

WHEREAS, on May 10, 2018, the RTC approved the programming of Surface Transportation Block Grant program (STBG) funds for a Regional Veloweb shared-use path Alignment Study in Southern Dallas County;

WHEREAS, as part of this effort, on May 10, 2018, the RTC approved funding in the amount not to exceed Two Hundred Forty Thousand Dollars and no cents (\$240,000.00) towards the Alignment Study, which is contingent on a local match of Sixty Thousand Dollars and no cents (\$60,000.00);

WHEREAS, on September 27, 2018, the NCTCOG Executive Board authorized receipt of such STBG funds for the Regional Veloweb shared-use path Alignment Study in Southern Dallas County and authorized necessary agreements for the receipt of local match;

WHEREAS, the COUNTY will have a total obligation to this Project to provide funding for the local match, on behalf of the CITIES, to NCTCOG, as RTC's fiscal agent, in the amount not to exceed Sixty Thousand Dollars and no cents (\$60,000.00);

WHEREAS, the CITIES will provide in-kind contributions, including but not limited to staff participation in project coordination and meetings;

WHEREAS, the project will refine and identify a preferred regional shared use path alignment from the existing trail along FM 1382 near the intersection of W. Pleasant Run Rd. in Cedar Hill to the trail along E. Pleasant Run Rd. in Lancaster near the intersection with N. Lancaster-Hutchins Rd., including path and/or on-street bikeway connections to Duncanville;

WHEREAS, the project will develop conceptual alignment alternatives to arrive at a preferred alignment with subsequent at least fifteen percent design schematic of the preferred alignment;

WHEREAS, the project will conduct preliminary environmental analysis;

WHEREAS, the project will provide detailed preliminary estimates of costs by jurisdiction for the preferred regional shared-use path alignment; and

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. North Central Texas Council of Governments (NCTCOG) will be designated as the Lead Agency for the project and will provide the Project Manager.
2. CITIES' staff will provide available data such as: existing right-of-way and existing easements, utilities (local and franchised), hydraulic and flood data, development plans within or near the trail corridor, road improvement plans, thoroughfare plans, and any other potential elements that may impact the trail feasibility.
3. CITIES and COUNTY will each designate a Project Lead to work directly with NCTCOG as part of a Project Review Committee to coordinate schedules, facilitate interaction with the various departments of the municipality, elected officials, and key stakeholders.
4. CITIES' staff and COUNTY staff will coordinate with NCTCOG to determine the appropriate Regional Veloweb alignment through each community.
5. CITIES' staff and COUNTY staff will participate in project coordination and meetings, including but not limited to attending stakeholder meetings.
6. CITIES' staff and COUNTY staff will facilitate any meetings with affected property owners.
7. CITIES' staff and COUNTY staff in conjunction with the NCTCOG Project Manager will coordinate and facilitate any desired community meetings for public input and prepare a sign in sheet and summary of comments provided by the public, to be provided for the project files.
8. CITIES' staff and COUNTY staff will coordinate with the appropriate city departments and provide briefings as necessary with city committees, boards, and elected officials, with support from NCTCOG as required.
9. CITIES will amend each city's appropriate planning documents as necessary to reflect any revised trail alignments as based on the findings from the alignment study upon approval of such amendments by applicable city boards, commissions and/or City Councils.

10. NCTCOG and/or NCTCOG's consultant(s) will perform the tasks identified in the project Scope of Work. CITIES AND COUNTY shall be provided 15 business days to review the project Scope of Work prior to finalization and approval by NCTCOG.
11. NCTCOG will serve as the Lead Agency, Contract Manager and Procurement Administrator for this Project.
12. The NCTCOG Project Manager will oversee the consultant(s), review and approve invoices and progress reports, and coordinate with the NCTCOG Project Review Committee regarding meetings, schedules, deliverables, and other key project milestones and events. Monthly progress reports will be provided to the CITIES and COUNTY, beginning a maximum of thirty (30) days from the date of the project kickoff meeting. Communication with the consultant(s) will be coordinated through the NCTCOG Project Manager.
13. CITIES and COUNTY shall participate in the procurement of a consultant, through review of the RFP and participation in the consultant selection process, and other needed tasks.
14. DALLAS County agrees to provide local match to NCTCOG in the amount not to exceed \$60,000.00 within thirty (30) days of receipt of the invoice by the COUNTY. Any notice to proceed to a consultant procured by NCTCOG to carry out the agreed upon Scope of Work is contingent upon the receipt of local match from Dallas County.
15. In the event that the estimated costs need to be revised, the PARTIES agree that any modifications to the Scope of Work and addition of final deliverables that increase the cost of the consultant(s) contract shall first be agreed upon by Project Leads and NCTCOG and subject to approval by resolution of the City Councils for the CITIES and approval by the Dallas County Commissioners for the COUNTY. Prior to authorizing such modifications to the scope and/or final deliverables, the Parties shall agree on funding source for such cost overruns. RTC funding approval for this project is capped at \$240,000.00 in Surface Transportation Block Grant Funds and local funding is capped at \$60,000.00 (NCTCOG is paying eighty (80) percent and local funding is twenty (20) percent. In the event of any project cost savings, COUNTY shall be reimbursed by NCTCOG the amount of any unspent MCIP dollars at the completion of the Project according to the 80% / 20% split listed immediately above in Paragraph #15. Any payments to be made by any party shall be from current revenue or other lawfully available funds in accordance with Chapter 791 of the Texas Government Code.

16. This MOU is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court and by resolution of the City Council of all of the CITIES.
17. The PARTIES agree that none of the parties is an agent, servant, or employee of any other party. No joint enterprise exists between any of the CITIES, the COUNTY, NCTCOG or the RTC.
18. **Indemnification. CITIES, COUNTY, NCTCOG, AND RTC agree that each shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of performance of this MOU, without waiving any governmental/sovereign immunity available to the CITIES, COUNTY, NCTCOG or RTC or their respective officials, officers, employees, or agents under Texas or other law and without waiving any available defenses under Texas or other law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.**
19. The terms and provisions of this MOU are for the benefit of the parties hereto and not for the benefit of any third party. It is the express intention of the CITIES, COUNTY, NCTCOG and RTC that any entity other than the CITIES, COUNTY, NCTCOG or RTC receiving services or benefits under this MOU shall be deemed an incidental beneficiary only. This MOU is intended only to set forth the contractual rights and responsibilities of the parties hereto.
20. This MOU shall commence on the Effective Date. The Effective Date of this MOU shall be the date it is executed by the last of the PARTIES. Reference to the date of execution shall mean the Effective Date.
21. Any payments to be made by any party hereto shall be from current revenue or other lawfully available funds in accordance with Chapter 791 of the Texas Government Code.

(the remainder of this page was intentionally left blank)

The City of Cedar Hill, State of Texas, has executed the Memorandum of Understanding pursuant to duly authorized City Council Resolution _____, Dated the _____ day of _____, 2019.

CITY OF CEDAR HILL

Greg Porter
City Manager

Date

The City of DeSoto, State of Texas, has executed the Memorandum of Understanding pursuant to duly authorized City Council _____, dated the _____ day of _____, 2019.

CITY OF DESOTO

M.Reneé Johnson
Interim City Manager

Date

The City of Lancaster, State of Texas, has executed the Memorandum of Understanding pursuant to duly authorized City Council Resolution _____, Dated the _____ day of _____, 2019.

CITY OF LANCASTER

Opal Mauldin-Jones
City Manager

The City of Duncanville, State of Texas, has executed the Memorandum of Understanding pursuant to duly authorized City Council Resolution _____, dated the _____ day of _____, 2019.

CITY OF DUNCANVILLE

Kevin Hugman
City Manager

Date

The County of Dallas, State of Texas, has executed the Memorandum of Understanding pursuant to Commissioners Court Order Number _____ and passed on the _____ day of _____, 2019.

County of Dallas

Clay Lewis Jenkins, County Judge

Date

Approved as to Form*:

John Creuzot
District Attorney

By: _____
Jana Prigmore Ferguson
Assistant District Attorney

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

The Regional Transportation Council, (RTC), State of Texas, has executed the Memorandum of Understanding pursuant to Resolution _____ dated the ____ day of _____, 2019.

REGIONAL TRANSPORTATION COUNCIL

Michael Morris, P.E. Director of Transportation	Date
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The North Central Texas Council of Governments (NCTCOG) has executed the Memorandum of Understanding pursuant to Resolution 2018-09-09-TR dated the 27TH day of September, 2018.

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS

Mike Eastland Executive Director	Date
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LANCASTER CITY COUNCIL

City Council Regular Meeting

10.

Meeting Date: 10/14/2019

Policy Statement: This request supports the City Council 2019-2020 Policy Agenda

Goal(s): Healthy, Safe & Engaged Community

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

Agenda Caption:

Consider a resolution authorizing the purchase and installation of athletic field fencing at Lancaster Community Park from Triple C Fence through an Interlocal Agreement with Tarrant County in an amount not to exceed ninety-four thousand two hundred twenty dollars (\$94,220.00).

Background:

At the August 5, 2019 Special Work Session, Council received a presentation regarding necessary park improvements, which included enclosure of athletic fields at Community Park.

Operational Considerations:

Approval of this purchase will increase the attractiveness and usability of the athletic fields. Enclosing the fields will provide increased opportunities to enhance the park system and revenues (through association agreements, field rentals and tournament fees). This will also help control maintenance cost and reduce liability exposure.

Legal Considerations:

Texas law authorizes cooperative agreements to help save time in developing specifications and duplication during the bid process. The use of cooperative agreements is in accordance with Section 791.001 of the Texas Government Code and 271.101 of the Texas Local Government Code. An interlocal agreement allows staff to utilize other agencies' formal bid contracts. Each entity's formal bid process must meet the requirements set forth in the statutes, including advertising, M/WBE participation, reference checks, verification of insurance and bonding, if required by specifications, and any other requirements. All legal requirements are verified by the Purchasing Agent prior to recommendation or use of a contract. Utilization of interlocal agreements save time associated with issuing bids or in obtaining quotes. Savings are achieved through aggregate volumes either through joint bidding opportunities or by addressing the cooperative language within the specifications to the vendors. The City of Lancaster maintains an interlocal agreement with Tarrant County.

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

Public Information Considerations:

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

Fiscal Impact:

Funding is available and will not exceed ninety-four thousand two hundred twenty dollars (\$94,220.00).

Options/Alternatives:

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

Recommendation:

Staff recommends approval of the resolution as presented.

Attachments

Resolution

Exhibit A

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE PURCHASE AND INSTALLATION OF ATHLETIC FIELD FENCING AT LANCASTER COMMUNITY PARK FROM TRIPLE C FENCE THROUGH AN INTERLOCAL AGREEMENT WITH TARRANT COUNTY IN AN AMOUNT NOT TO EXCEED NINETY-FOUR THOUSAND TWO HUNDRED TWENTY DOLLARS \$94,220.00. AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT PURSUANT TO APPROVAL; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to authorize the purchase and installation of athletic equipment from Triple C Fence through and interlocal agreement with Tarrant County; and

WHEREAS, the City of Lancaster maintains an executed interlocal agreement with Tarrant County. Local Government Code authorizes cooperative agreements to help save time in developing specifications and duplication during the bid process.

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

SECTION 1. The City Council approves the purchase and installation of athletic field fencing from Triple C Fence, LLC through an Interlocal Agreement with Tarrant County in the amount not to exceed ninety four thousand two hundred twenty dollars (\$94,220.00), as set forth and attached hereto and incorporated herein as Exhibit "A".

SECTION 2. The City Manager or her designee of the City of Lancaster is hereby authorized to issue all needed purchase orders in conformity herewith.

SECTION 3. Any prior Resolution of the City Council in conflict with the provisions contained in this Resolution is 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 14th day of October 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 Construction Agreement

This Agreement is made by and between the City of Lancaster, Texas, a home-rule municipality (hereinafter referred to as the "Owner") and Triple C Fence, LLC (hereinafter referred to as the "Contractor") for construction of Athletic Field Fencing (hereinafter referred to as the "Project"), the Owner and the Contractor hereby agree as follows:

ARTICLE I: CONTRACT & CONTRACT DOCUMENTS

1.1 THE CONTRACT

1.1.1 The Contract between the Owner and the Contractor, 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

1.2.1 The Contract Documents consist of this Agreement, the Bid Proposal Tarrant County Bid No. 2017-163 Annual Contract for Fencing and Fence Repair, Requirements and Specifications, all Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the parties hereafter, together with the following (if any):

Documents not enumerated in this Paragraph 1.2.1 are not Contract Documents and do not form part of this Contract.

1.3 ENTIRE AGREEMENT

1.3.1 This Contract, together with the Contractor's performance, maintenance, and payment bonds for the Project, all General Conditions, Special Conditions, Plans and Specifications, and Addenda attached thereto, constitute the entire and exclusive agreement between the Owner and the Contractor with reference to the Project. Specifically, but without limitation, this Contract supersedes any bid documents and all prior written or oral communications, representations and negotiations, if any, between the Owner and Contractor not expressly made a part hereof.

1.4 NO PRIVACY WITH OTHERS

1.4.1 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 Contractor.

1.5 INTENT AND INTERPRETATION

1.5.1 The intent of this Contract is to require complete, correct and timely execution of the Work. Any Work that may be required, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Contract Price.

1.5.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

1.5.3 When a word, term or phrase is used in this Contract, it shall be interpreted or construed, first, as

defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.

1.5.4 The words "include", "includes", or "including", as used in this Contract, shall be deemed to be followed by the phrase, "without limitation".

1.5.5 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.

1.5.6 Words or terms used as nouns in this Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

1.5.7 The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings, the Product Data, and any Plans and Specifications, and shall give written notice to the Owner of any inconsistency, ambiguity, error or omission which the Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance or the express or implied approval by the Owner or the Architect of the Contract Documents, Shop Drawings, or Product Data shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. The Owner has requested the Architect to only prepare documents for the Project, including the Drawings and Specifications for the Project, which are accurate, adequate, consistent, coordinated and sufficient for construction. **However, the owner makes no representation or warranty of any nature whatsoever to the contractor concerning such documents.** By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not rely upon any representation or warranties by the Owner concerning such documents as no such representation or warranties have been or are hereby made. Further, the Contractor represents and warrants that it has had a sufficient opportunity to inspect the Project site and assumes any and all responsibility for inadequacies or ambiguities in the plans, drawings or specifications as well as for latent conditions of the site where the work is to be performed.

1.5.8 As between numbers and scaled measurements on the Drawings and in the Design, the numbers shall govern, as between larger scale and smaller scale drawings, the larger scale shall govern.

1.5.9 Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the Design, shall control the Contractor in dividing the Work or in establishing the extent or scope of the Work to be performed by Subcontractors.

1.6 OWNERSHIP OF CONTRACT DOCUMENTS

1.6.1 The Contract Documents, and each of them, shall remain the property of the Owner. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided, however, that in no event shall Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the Owner's prior written authorization.

ARTICLE II: THE WORK

2.1 The Contractor shall perform all of the Work required, implied or reasonably inferable from, this Contract.

2.2 WORK

2.2.1 The term "Work" shall mean whatever is done by or required of the Contractor to perform and complete its duties under this Contract, including the following: construction of the whole or a designated part of the Project; furnishing of any required surety bonds and insurance, and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as required by this Contract. The Work to be performed by the Contractor is generally described as follows:

The project consists of athletic field fencing for football and soccer complex at Community Park

2.2.2 The Contractor shall be responsible for paying for and procuring all materials and labor and furnishing all services necessary or appropriate for the full performance of the Work and the for the full completion of the Project. All materials shall be new and materials and workmanship shall be of good quality. Upon request, the Contractor shall furnish satisfactory proof of the type, kind, and quality of materials.

ARTICLE III: CONTRACT TIME

3.1 TIME AND LIQUIDATED DAMAGES

3.1.1 The Contractor shall commence the Work within 10 days of receipt of a written Notice to Proceed, and shall achieve Substantial Completion of the Work no later than forty-five (45) working days from the date

specified in the Notice to Proceed. The parties acknowledge that time is of the essence in the performance of the terms of this Contract. The term "calendar days" shall mean any and all days of the week or month, no days being excepted. It is contemplated by the parties that the progress of the Work may be delayed by certain conditions beyond the control of the parties; these delays have been contemplated by the parties and considered in the time allotted for performance specified herein and includes, but is not limited to delays occasioned on account of adverse weather, temporary unavailability of materials, shipment delays, and the presence and potential interference of other contractors who may be performing work at the Project site unrelated to this agreement.

The number of calendar days from the date on which the Work is permitted to proceed, through the date set forth for Substantial Completion, shall constitute the "Contract Time".

3.1.2 The Contractor shall pay the Owner the sum of \$120.00 per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that Substantial Completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

3.1.3 In the event that the Contractor achieves certification of substantial completion prior to the scheduled completion date, the Owner shall pay to the Contractor the sum of \$0.00 per day for each calendar day that substantial completion is certified in advance of the scheduled completion date.

3.1.4 No claim shall be made by the Contractor to the Owner, and no damages, costs or extra compensation shall be allowed or paid by the Owner to the Contractor for any delay or hindrance from any cause in the progress or completion of the Work or this Contract. The Contractor's sole remedy in the event of any delay or hindrance shall be to request time extensions by written change orders as provided for hereinafter. Should the Contractor be delayed by an act of the Owner, or should the Owner order a stoppage of the Work for sufficient cause, an extension of time shall be granted by the Owner by written authorization upon written application,

which extension shall not be unreasonably denied, to compensate for the delay.

3.1.5 The Owner shall have the authority to suspend the Work wholly or in part for such period or periods of time as it may deem appropriate due to unsuitable conditions considered unfavorable for the proper prosecution of the Work or for the failure of the Contractor to carry out instructions from the Owner or Owner's representative. During any period in which the Work is stopped or during which any of the Work is not actively in progress for any reason, Contractor shall properly protect the site and the Work from damage, loss or harm.

3.2 SUBSTANTIAL COMPLETION

3.2.1 "Substantial Completion" shall mean that stage in the progression of the Work when the Work is sufficiently complete in accordance with this Contract that the Owner can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose, even though minor miscellaneous work and/or adjustment may be required.

3.3 TIME IS OF THE ESSENCE

3.3.1 All limitations of time set forth in the Contract Documents are of the essence of this Contract.

ARTICLE IV: CONTRACT PRICE

4.1 THE CONTRACT PRICE

4.1.1 The Owner shall pay, and the Contractor shall accept, as full and complete payment for all of the Work required herein, the fixed sum of \$94,220.00.

The sum set forth in this Paragraph 4.1 shall constitute the Contract Price which shall not be modified except by written Change Order as provided in this Contract.

ARTICLE V: PAYMENT OF THE CONTRACT PRICE

5.1 SCHEDULE OF VALUES

5.1.1 Within ten (10) calendar days of the effective date hereof, the Contractor shall submit to the Owner and/or to the Architect a Schedule of Values allocating the Contract Price to the various portions of the Work. The Contractor's Schedule of Values shall be prepared in such form, with such detail, and supported by such data as the Architect or the Owner may require to substantiate its accuracy. The Contractor shall not imbalance the Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of this Contract. The Schedule of Values shall be used only as a basis for the Contractor's Applications for Payment and shall only constitute such basis after it has been acknowledged and accepted in writing by the Architect and the Owner.

5.2 PAYMENT PROCEDURE

5.2.1 The Owner shall pay the Contract Price to the Contractor as provided below.

5.2.2 **PROGRESS PAYMENTS** - Based upon the Contractor's Applications for Payment submitted to the Architect and upon Certificates for Payment subsequently issued to the Owner by the Architect, the Owner shall make progress payments to the Contractor on account of the Contract Price.

5.2.3 On or before the 25th day of each month after commencement of the Work, the Contractor shall submit an Application for Payment for the period ending the 15th day of the month to the Architect in such form and manner, and with such supporting data and content, as the Owner or the Architect may require. Therein, the Contractor may request payment for ninety percent (90%) of that portion of the Contract Price properly allocable to Contract requirements properly provided, labor, materials and equipment properly incorporated in the Work, less the total amount of previous payments received from the Owner. Such Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the Work has progressed to the level for which payment is requested in accordance with the Schedule of Values, that the Work has been properly installed or performed in full compliance with this Contract, and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the Architect will review the Application for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by this Contract. The Architect shall determine and certify to the Owner the amount properly owing to the Contractor. The Owner shall make partial payments on account of the Contract Price to the Contractor within thirty (30) days following the Architect's receipt and approval of each Application for Payment. The amount of each partial payment shall be the amount certified for payment by the Architect less such amounts, if any, otherwise owing by the Contractor to the Owner or which the Owner shall have the right to withhold as authorized by this Contract. The Architect's certification of the Contractor's Application for Payment shall not preclude the Owner from the exercise of any of its rights as set forth in Paragraph 5.3 below.

5.2.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which payments have been received from the Owner shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.

5.2.5 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which such Subcontractor is entitled. In the event the Owner becomes informed that the Contractor has not paid a Subcontractor as herein provided, the Owner shall have the right, but not the duty, to issue future

checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the Owner, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the Owner to repeat the procedure in the future.

5.2.6 No progress payment, nor any use or occupancy of the Project by the owner, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Contract.

5.3 WITHHELD PAYMENT

5.3.1 The Owner may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the Owner from loss because of:

- (a) defective Work not remedied by the Contractor nor, in the opinion of the Owner, likely to be remedied by the Contractor;
- (b) claims of third parties against the Owner or the Owner's property;
- (c) failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
- (d) evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price,
- (e) evidence that the Work will not be completed in the time required for substantial or final completion;
- (f) persistent failure to carry out the Work in accordance with the Contract;
- (g) damage to the Owner or a third party to whom the Owner is, or may be, liable.

In the event that the Owner makes written demand upon the Contractor for amounts previously paid by the Owner as contemplated in this Subparagraph 5.3.1, the Contractor shall promptly comply with such demand. The Owner shall have no duty to third parties to withhold payment to the Contractor and shall incur no liability for a failure to withhold funds.

5.4 UNEXCUSED FAILURE TO PAY

5.4.1 If within fifteen (15) days after the date established herein for payment to the Contractor by the Owner, the Owner, without cause or basis hereunder, fails to pay the Contractor any amount then due and payable to the Contractor, then the Contractor may after ten (10) additional days' written notice to the Owner and the Architect, and without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from the Owner

have been received. Late payments shall not accrue interest or other late charges.

5.5 SUBSTANTIAL COMPLETION

5.5.1 When the Contractor believes that the Work is substantially complete, the Contractor shall submit to the Architect a list of items to be completed or corrected. When the Architect on the basis of an inspection determines that the Work is in fact substantially complete, it will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for Project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. Guarantees required by the Contract shall commence on the date of Substantial Completion of the Work. The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such certificate.

Upon Substantial Completion of the Work, and execution by both the Owner and the Contractor of the Certificate of Substantial Completion, the Owner shall pay the Contractor an amount sufficient to increase total payments to the Contractor to one hundred percent (100%) of the Contract Price less three hundred percent (300%) of the reasonable cost as determined by the Owner and the Architect for completing all incomplete Work, correcting and bringing into conformance all defective and nonconforming Work, and handling all unsettled claims.

5.6 COMPLETION AND FINAL PAYMENT

5.6.1 When all of the Work is finally complete and the Contractor is ready for a final inspection, it shall notify the Owner and the Architect thereof in writing. Thereupon, the Architect will make final inspection of the Work and, if the Work is complete in full accordance with this Contract and this Contract has been fully performed, the Architect will promptly issue a final Certificate for Payment certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. If the Architect is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection(s) which cost may be deducted by the Owner from the Contractor's final payment.

5.6.1.1 If the Contractor fails to achieve final completion within the time fixed by the Architect in its Certificate of Substantial Completion, the Contractor shall pay the Owner the sum set forth hereinabove as liquidated damages per day for each and every calendar day of unexcused delay in achieving final completion beyond the date set forth herein for final completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages

likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that final completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving final completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

5.6.2 The Contractor shall not be entitled to final payment unless and until it submits to the Architect its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the Owner, or the Owner's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of lien from all Subcontractors of the Contractor and of any and all other parties required by the Architect or the Owner; consent of Surety, if any, to final payment. If any third party fails or refuses to provide a release of claim or waiver of lien as required by the Owner, the Contractor shall furnish a bond satisfactory to the Owner to discharge any such lien or indemnify the Owner from liability.

5.6.3 The Owner shall make final payment of all sums due the Contractor within ten (10) days of the Architect's execution of a final Certificate for Payment.

5.6.4 Acceptance of final payment shall constitute a waiver of all claims against the Owner by the Contractor except for those claims previously made in writing against the Owner by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final payment.

5.6.5 Under no circumstance shall Contractor be entitled to receive interest on any payments or monies due Contractor by the Owner, whether the amount on which the interest may accrue is timely, late, wrongfully withheld, or an assessment of damages of any kind.

ARTICLE VI: THE OWNER

6.1 INFORMATION, SERVICES AND THINGS REQUIRED FROM OWNER

6.1.1 The Owner shall furnish to the Contractor, at the time of executing this Contract, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project.

Such written and tangible material is furnished to the Contractor only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, the Owner does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all, and shall have no liability therefore. The Owner shall also furnish surveys, legal limitations

and utility locations (if known), and a legal description of the Project site.

6.1.2 Excluding permits and fees normally the responsibility of the Contractor, the Owner shall obtain all approvals, easements, and the like required for construction and shall pay for necessary assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

6.1.3 The Owner shall furnish the Contractor, free of charge, one copy of the Contract Documents for execution of the Work.

6.2 RIGHT TO STOP WORK

6.2.1 If the Contractor persistently fails or refuses to perform the Work in accordance with this Contract, or if the best interests of the public health, safety or welfare so require, the Owner may order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the Owner orders that Work be resumed. In such event, the Contractor shall immediately obey such order.

6.3 OWNER'S RIGHT TO PERFORM WORK

6.3.1 If the Contractor's Work is stopped by the Owner under Paragraph 6.2, and the Contractor fails within seven (7) days of such stoppage to provide adequate assurance to the Owner that the cause of such stoppage will be eliminated or corrected, then the Owner may, without prejudice to any other rights or remedies the Owner may have against the Contractor, proceed to carry out the subject Work. In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the cost of correcting the subject deficiencies, plus compensation for the Architect's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Contract Price is insufficient to cover the amount due the Owner, the Contractor shall pay the difference to the Owner.

ARTICLE VII: THE CONTRACTOR

7.1 The Contractor is again reminded of its continuing duty set forth in Subparagraph 1.5.7. The Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. If the Contractor performs any of the Work knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Architect, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.

7.2 The Contractor shall perform the Work strictly in accordance with this Contract.

7.3 The Contractor shall supervise and direct the Work using the Contractor's best skill, effort and attention. The Contractor shall be responsible to the Owner for any and all acts or omissions of the

Contractor, its employees and others engaged in the Work on behalf of the Contractor.

7.3.1 The Contractor shall give adequate attention to the faithful prosecution of the Work and the timely completion of this Contract, with authority to determine the manner and means of performing such Work, so long as such methods insure timely completion and proper performance.

7.3.2 The Contractor shall exercise all appropriate means and measures to insure a safe and secure jobsite in order to avoid and prevent injury, damage or loss to persons or property.

7.4 WARRANTY

7.4.1 The Contractor warrants to the Owner that all labor furnished to progress the Work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Contract. All Work not conforming to these requirements may be considered defective.

7.5 The Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the Work. The Contractor shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law pertaining to the Work.

7.6 SUPERVISION

7.6.1 The Contractor shall employ and maintain at the Project site only competent supervisory personnel. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor's authorized representative at the site and shall be authorized to receive and accept any and all communications from the Owner or the Architect.

7.6.2 Key supervisory personnel assigned by the Contractor to this Project are as follows:

NAME	FUNCTION

So long as the individuals named above remain actively employed or retained by the Contractor, they shall perform the functions indicated next to their names unless the Owner agrees to the contrary in writing. In the event one or more individuals not listed above subsequently assume one or more of those functions listed above, the Contractor shall be bound by the provisions of this Subparagraph 7.6.2 as though such individuals had been listed above.

7.7 The Contractor, within fifteen (15) days of commencing the Work, shall submit to the Owner and the Architect for their information, the Contractor's schedule for completing the Work. The Contractor's schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing) and shall be revised to reflect conditions encountered from time to time and shall be related to the entire Project. Each such revision shall be furnished to the Owner and the Architect. Failure by the Contractor to strictly comply with the provisions of this Paragraph 7.7 shall constitute a material breach of this Contract.

7.8 The Contractor shall continuously maintain at the site, for the benefit of the owner and the Architect, one record copy of this Contract marked to record on a current basis changes, selections and modifications made during construction. Additionally, the Contractor shall maintain at the site for the Owner and Architect the approved Shop Drawings, Product Data, Samples and other similar required submittals. Upon final completion of the Work, all of these record documents shall be delivered to the Owner.

7.9 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

7.9.1 Shop Drawings, Product Data, Samples and other submittals from the Contractor do not constitute Contract Documents. Their purpose is merely to demonstrate the manner in which the Contractor intends to implement the Work in conformance with information received from the Contract Documents.

7.9.2 The Contractor shall not perform any portion of the Work requiring submittal and review of Shop Drawings, Product Data or Samples unless and until such submittal shall have been approved by the Architect. Approval by the Architect, however, shall not be evidence that Work installed pursuant thereto conforms with the requirements of this Contract.

7.10 CLEANING THE SITE AND THE PROJECT

7.10.1 The Contractor shall keep the site reasonably clean during performance of the Work. Upon final completion of the Work, the Contractor shall clean the site and the Project and remove all waste, rubbish, temporary structures, and other materials together with all of the Contractor's property therefrom. Contractor shall dispose of all refuse at a Texas Natural Resource Conservation Commission approved landfill. The Contractor shall further restore all property damaged during the prosecution of the Work and shall leave the site in a clean and presentable condition. No additional payment shall be made by the Owner for this work, the compensation having been considered and included in the contract price.

7.11 ACCESS TO WORK AND INSPECTIONS

7.11.1 The Owner and the Architect shall have access to the Work at all times from commencement of the Work through final completion. The Contractor shall take whatever steps necessary to provide access when requested. When reasonably requested by the Owner or

the Architect, the Contractor shall perform or cause to be performed such testing as may be necessary or appropriate to insure suitability of the jobsite or the Work's compliance with the Contract requirements.

7.12 INDEMNITY AND DISCLAIMER

7.12.1 OWNER SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE INDEMNIFIED, DEFENDED, HELD HARMLESS AND RELEASED BY CONTRACTOR 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 CONTRACTOR, OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF CONTRACTOR 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 CONTRACTOR TO INDEMNIFY AND PROTECT OWNER FROM THE CONSEQUENCES OF THE CONTRACTOR'S AS WELL AS THE OWNER'S NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE.

7.12.2 The Contractor will secure and maintain Contractual Liability insurance to cover this indemnification agreement that will be primary and non-contributory as to any insurance maintained by the Owner for its own benefit, including self-insurance. In addition, Contractor shall obtain and file with Owner a Standard Certificate of Insurance evidencing the required coverage.

7.12.3 In claims against any person or entity indemnified under this Paragraph 7.12 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 7.12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

7.13 NONDISCRIMINATION

7.13.1 The Contractor shall not discriminate in any way against any person, employee or job applicant on the basis of race, color, creed, national origin, religion, age, sex, or disability where reasonable accommodations can be effected to enable the person to

perform the essential functions of the job. The Contractor shall further insure that the foregoing nondiscrimination requirement shall be made a part and requirement of each subcontract on this Project.

7.14 PREVAILING WAGE RATES

7.14.1 The Contractor shall comply in all respects with all requirements imposed by any laws, ordinances or resolutions applicable to the Project with regard to the minimum prevailing wage rates for all classes of employees, laborers, subcontractors, mechanics, workmen and persons furnishing labor and services to the Project. The City of Lancaster has adopted US Department of Labor's Davis Bacon Wage Determinations as the Prevailing Wage Rate Schedule, available to the Contractor by request, which specifies the classes and wage rates to be paid to all persons. The Contractor shall pay not less than the minimum wage rates established thereby for each class, craft or type of labor, workman, or mechanic employed in the execution of this Contract. The failure of the Contractor to comply with this requirement shall result in the forfeiture to the City of \$10.00 of a sum of not less than Sixty Dollars (\$60.00) for each person per day, or portion thereof, that such person is paid less than the prevailing rate. Upon request by the Owner, Contractor shall make available for inspection and copying its books and records, including but not limited to its payroll records, account information and other documents as may be required by the Owner to insure compliance with this provision.

7.15 JOB SITE SAFETY PRECAUTIONS

7.15.1 The Contractor shall at all times exercise reasonable precautions for the safety of its employees, laborers, subcontractors, mechanics, workmen and others on and near the jobsite and shall comply with all laws, ordinances, regulations, and standards of federal, state and local safety laws and regulations. The Contractor shall provide such machinery guards, safe walk-ways, ladders, bridges, and other safety devices as may be necessary or appropriate to insure a safe and secure jobsite and shall require its subcontractors to comply with this requirement. The Contractor shall immediately comply with any and all safety requirements imposed by the Architect during the progress of the Work.

7.16 WARNING DEVICES AND BARRICADES

7.16.1 The Contractor shall furnish and maintain such warning devices, barricades, lights, signs, pavement markings, and other devices as may be necessary or appropriate or required by the Architect to protect persons or property in, near or adjacent to the jobsite, including . No separate compensation shall be paid to the Contractor for such measures. Where the Work is being conducted in, upon or near streets, alleys, sidewalks, or other rights-of-way, the Contractor shall insure the placement, maintenance and operation of any and all such warning devices as may be required by the City of Lancaster and shall do so until no longer required

by the City. Such devices shall be in compliance with and conform to the manual and specifications for the uniform system of traffic control devices adopted by the Texas Department of Transportation.

7.17 PROTECTION OF UTILITIES & OTHER CONTRACTORS

7.17.1 The Contractor shall use best efforts to leave undisturbed and uninterrupted all utilities and utility services provided to the jobsite or which presently exists at, above or beneath the location where the Work is to be performed. In the event that any utility or utility service is disturbed or damaged during the progress of the Work, the Contractor shall forthwith repair, remedy or restore the utility at Contractor's sole expense.

7.17.2 The Contractor understands and acknowledges that other contractors of the Owner or of other entities may be present at the jobsite performing other work unrelated to the Project. The Contractor shall use best efforts to work around other contractors without impeding the work of others while still adhering to the completion date established herein. In the event that the Contractor's work is or may be delayed by any other person, the Contractor shall immediately give notice thereof to the Architect and shall request a written Change Order in accordance with the procedures set forth by this Contract. The Contractor's failure to provide such notice and to request such Change Order shall constitute a waiver of any and all claims associated therewith.

ARTICLE VIII: CONTRACT ADMINISTRATION

8.1 THE ARCHITECT

8.1.1 When used in this Contract the term "Architect" does not necessarily denote a duly licensed, trained or certified architect; as used herein, the term shall be used interchangeably and shall mean a designated Architect, Engineer, or Contract Administrator (who may not be an architect or engineer) for the Owner, said person to be designated or redesignated by the Owner prior to or at any time during the Work hereunder. The Architect may be an employee of the Owner or may be retained by the Owner as an independent contractor but, in either event, the Architect's duties and authority shall be as set forth hereinafter. The Contractor understands and agrees that it shall abide by the decisions and instructions of the Architect notwithstanding the contractual relationship between the Owner and Architect. All of the Owner's instructions to the Contractor shall be through the Architect.

In the event the Owner should find it necessary or convenient to replace the Architect, the Owner shall retain a replacement Architect and the status of the replacement Architect shall be that of the former Architect.

8.2 ARCHITECT'S ADMINISTRATION

8.2.1 The Architect, unless otherwise directed by the Owner in writing, will perform those duties and discharge those responsibilities allocated to the Architect as set forth in this Contract. The Architect shall be the Owner's

representative from the effective date of this Contract until final payment has been made.

8.2.2 The Owner and the Contractor shall communicate with each other in the first instance through the Architect.

8.2.3 The Architect shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by the Contractor. The Architect shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.

8.2.4 The Architect will review the Contractor's Applications for Payment and will certify to the Owner for payment to the Contractor, those amounts then due the Contractor as provided in this Contract.

8.2.5 The Architect shall have authority to reject Work which is defective or does not conform to the requirements of this Contract. If the Architect deems it necessary or advisable, the Architect shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements.

8.2.6 The Architect will review and approve, or take other appropriate action as necessary, concerning the Contractor's submittals including Shop Drawings, Product Data and Samples. Such review, approval or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.

8.2.7 The Architect will prepare Change Orders and may authorize minor changes in the Work by Field Order as provided elsewhere herein.

8.2.8 The Architect shall, upon written request from the Contractor, conduct inspections to determine the date of Substantial Completion and the date of final completion, will receive and forward to the Owner for the Owner's review and records, written warranties and related documents required by this Contract and will issue a final Certificate for Payment upon compliance with the requirements of this Contract.

8.2.9 The Architect's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Contract.

8.3 CLAIMS BY THE CONTRACTOR

8.3.1 The Architect shall determine all claims and matters in dispute between the Contractor and Owner with regard to the execution, progress, or sufficiency of the Work or the interpretation of the Contract Documents, including but not limited to the plans and specifications. Any dispute shall be submitted in writing to the Architect within seven (7) days of the event or occurrence or the first appearance of the condition giving rise to the claim or dispute who shall render a written decision within a reasonable time thereafter. The Architect's decisions shall be final and binding on the parties. In the event that either party objects to the

Architect's determination as to any submitted dispute, that party shall submit a written objection to the Architect and the opposing party within ten (10) days of receipt of the Architect's written determination in order to preserve the objection. Failure to so object shall constitute a waiver of the objection for all purposes.

8.3.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of this Contract and the Owner shall continue to make payments to the Contractor in accordance with this Contract.

8.3.3 CLAIMS FOR CONCEALED, LATENT OR UNKNOWN CONDITIONS - The Contractor expressly represents that it has been provided with an adequate opportunity to inspect the Project site and thoroughly review the Contract Documents and plans and specifications prior to submission of its bid and the Owner's acceptance of the bid. Subject to the conditions hereof, Contractor assumes full responsibility and risk for any concealed, latent or unknown condition which may affect the Work. No claims for extra work or additional compensation shall be made by Contractor in connection with concealed, latent or unknown conditions except as expressly provided herein. Should concealed, latent or unknown conditions encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by this Contract, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in this Contract, be encountered, the Contract Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the Owner having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the Owner and the Architect written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed, latent or unknown condition and the Contractor thereby assumes all risks and additional costs associated therewith.

8.3.4 CLAIMS FOR ADDITIONAL COSTS - If the Contractor wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the Owner therefore, the Contractor shall give the Architect written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

8.3.4.1 In connection with any claim by the Contractor against the Owner for compensation in excess of the Contract Price, any liability of the Owner for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor. The Owner shall not be liable to the Contractor for claims of third parties, including Subcontractors. The Owner shall not be liable to the Contractor for any claims based upon delay to the Contractor for any reason whatsoever including any act or neglect on the part of the Owner.

8.3.5 CLAIMS FOR ADDITIONAL TIME - If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the Owner or someone acting in the Owner's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Contractor's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of the Contractor to the Owner and the Architect, for such reasonable time as the Architect may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Project. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim as required in this Subparagraph, any claim for an extension of time shall be waived. The procedures and remedies provided by this provision shall be the sole remedy of Contractor and Contractor shall not assert nor be entitled to any additional delays or damages associated therewith.

8.4 FIELD ORDERS

8.4.1 The Architect shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and not inconsistent with the intent of the Contract. Such changes shall be effected by Field Order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.

8.5 MEDIATION

8.5.1 In the event that a dispute arises under the terms of this Contract, following an adverse determination by the Architect and proper preservation of the issue as required herein, the parties agree to submit to mediation. In such event, the parties shall agree to a designated person to serve as mediator and each party shall be responsible for payment of one-half of the total mediation fees. The parties shall submit the dispute to mediation as soon as practical and in no event later than one (1) year after the Architect's written decision on the matter. At least one designated

representative of each party must attend and participate in good faith in an effort to resolve the matters in dispute.

8.5.2 In no event shall the foregoing provision justify or authorize any delay in the progress of the Work; the parties shall abide by the decision of the Architect in accomplishing the timely completion of the Project.

ARTICLE IX: SUBCONTRACTORS

9.1 DEFINITION

9.1.1 A Subcontractor is an entity which has a direct contract with the Contractor to perform a portion of the Work. No Subcontractor shall be in privity with the Owner.

9.2 AWARD OF SUBCONTRACTS

9.2.1 Upon execution of the Contract, the Contractor shall furnish the Owner, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Project. The Owner shall promptly reply to the Contractor, in writing, stating any objections the Owner may have to such proposed Subcontractor. The Contractor shall not enter into a subcontract with a proposed Subcontractor with reference to whom the Owner has made timely objection. The Contractor shall not be required to subcontract with any party to whom the Contractor has objection.

9.2.2 All subcontracts shall afford the Contractor rights against the Subcontractor which correspond to those rights afforded to the Owner against the Contractor herein, including those rights afforded to the Owner by Subparagraph 12.2.1 below. All subcontracts shall incorporate by reference the provisions hereof and shall provide that no claims, causes or demands shall be made by any Subcontractor against the Owner.

9.2.3 The Contractor shall indemnify, defend and hold harmless the Owner from and against any and all claims, demands, causes of action, damage, and liability asserted or made against the Owner by or on behalf of any Subcontractor.

ARTICLE X: CHANGES IN THE WORK

10.1 CHANGES PERMITTED

10.1.1 Changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Contract, by Change Order or by Field Order.

10.1.2 Changes in the Work shall be performed under applicable provisions of this Contract and the Contractor shall proceed promptly with such changes.

10.2 CHANGE ORDER DEFINED

10.2.1 Change Order shall mean a written order to the Contractor executed by the Owner and the Architect, issued after execution of this Contract, authorizing and directing a change in the Work or an adjustment in the Contract Price or the Contract Time, or any combination

thereof. The Contract Price and the Contract Time may be changed only by written Change Order.

10.3 CHANGES IN THE CONTRACT PRICE

10.3.1 Any change in the Contract Price resulting from a Change Order shall be determined as follows: (a) by mutual agreement between the Owner and the Contractor as evidenced by (1) the change in the Contract Price being set forth in the Change Order, (2) such change in the Contract Price, together with any conditions or requirements related thereto, being initialed by both parties and (3) the Contractor's execution of the Change Order, or (b) if no mutual agreement occurs between the Owner and the Contractor, then, as provided in Subparagraph 10.3.2 below.

10.3.2 If no mutual agreement occurs between the Owner and the Contractor as contemplated in Subparagraph 10.3.1 above, the change in the Contract Price, if any, shall then be determined by the Architect on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, the Contractor shall present, in such form and with such content as the Owner or the Architect requires an itemized accounting of such expenditures or savings, plus appropriate supporting data for inclusion in a Change Order. Reasonable expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance, reasonable rental costs of machinery and equipment exclusive of hand tools whether rented from the Contractor or others, reasonable costs of premiums for all bonds and insurance, permit fees, and sales, use or other taxes related to the Work, and reasonable cost of direct supervision and jobsite field office overhead directly attributable to the change. In no event shall any expenditure or savings associated with the Contractor's home office or other non-jobsite overhead expense be included in any change in the Contract Price. Pending final determination of reasonable expenditures or savings to the Owner, payments on account shall be made to the Contractor on the Architect's Certificate for Payment.

10.3.3 If unit prices are provided in the Contract, and if the quantities contemplated are so changed in a proposed Change Order that application of such unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or to the Contractor, the applicable unit prices shall be equitably adjusted.

10.4 MINOR CHANGES

10.4.1 The Architect shall have authority to order minor changes in the Work not involving a change in the Contract Price or an extension of the Contract Time and

not inconsistent with the intent of this Contract. Such minor changes shall be made by written Field Order, and shall be binding upon the owner and the Contractor. The Contractor shall promptly carry out such written Field Orders.

10.5 EFFECT OF EXECUTED CHANGE ORDER

10.5.1 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

10.6 NOTICE TO SURETY; CONSENT

10.6.1 The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval is required by the Contractor's surety or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the Owner that the surety has been notified of and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

ARTICLE XI: UNCOVERING & CORRECTING WORK

11.1 UNCOVERING WORK

11.1.1 If any of the Work is covered contrary to the Architect's request or to any provisions of this Contract, it shall, if required by the Architect or the Owner, be uncovered for the Architect's inspection and shall be properly replaced at the Contractor's expense without change in the Contract Time.

11.1.2 If any of the Work is covered in a manner not inconsistent with Subparagraph 11.1.1 above, it shall, if required by the Architect or Owner, be uncovered for the Architect's inspection. If such Work conforms strictly with this Contract, costs of uncovering and proper replacement shall by Change Order be charged to the Owner. If such Work does not strictly conform with this Contract, the Contractor shall pay the costs of uncovering and proper replacement.

11.2 CORRECTING WORK

11.2.1 The Contractor shall immediately proceed to correct Work rejected by the Architect as defective or failing to conform to this Contract. The Contractor shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to the Owner for the Architect's services and expenses made necessary thereby.

11.2.2 If within one (1) year after Substantial Completion of the Work any of the Work is found to be defective or not in accordance with this Contract, the

Contractor shall correct it promptly upon receipt of written notice from the Owner. This obligation shall survive final payment by the Owner and termination of this Contract. With respect to Work first performed and completed after Substantial Completion, this one year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and completion of the subject Work.

11.2.3 Nothing contained in this Paragraph 11.2 shall establish any period of limitation with respect to other obligations which the Contractor has under this Contract. Establishment of the one year time period in Subparagraph 11.2.2 relates only to the duty of the Contractor to specifically correct the Work.

11.3 OWNER MAY ACCEPT DEFECTIVE OR NONCONFORMING WORK

11.3.1 If the Owner chooses to accept defective or nonconforming Work, the Owner may do so. In such event, the Contract Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the Owner for its acceptance of defective or nonconforming Work, the Contractor shall, upon written demand from the Owner, pay the Owner such remaining compensation for accepting defective or nonconforming Work.

ARTICLE XII: CONTRACT TERMINATION

12.1 TERMINATION BY THE CONTRACTOR

12.1.1 If the Work is stopped for a period of ninety (90) days by an order of any court or other public authority, or as a result of an act of the Government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) days' written notice to the Owner and the Architect, terminate performance under this Contract and recover from the Owner payment for the actual reasonable expenditures of the Contractor (as limited in Subparagraph 10.3.2 above) for all Work executed and for materials, equipment, tools, construction equipment and machinery actually purchased or rented solely for the Work, less any salvage value of any such items.

12.1.2 If the Owner shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of fifteen (15) days after receiving written notice from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance under this Contract by written notice to the Architect and the Owner. In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 12.2.1 hereunder.

12.2 TERMINATION BY THE OWNER

12.2.1 FOR CONVENIENCE

12.2.1.1 The Owner may for any reason whatsoever terminate performance under this Contract by the Contractor for convenience. The Owner shall give written notice of such termination to the Contractor specifying when termination becomes effective.

12.2.1.2 The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or subcontracts to the Owner or its designee.

12.2.1.3 The Contractor shall transfer title and deliver to the Owner such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.

12.2.1.4

(a) The Contractor shall submit a termination claim to the Owner and the Architect specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Architect. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the Owner shall pay the Contractor, an amount derived in accordance with subparagraph (c) below.

(b) The Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder.

(c) Absent agreement to the amount due to the Contractor, the Owner shall pay the Contractor the following amounts:

(i) Contract prices for labor, materials, equipment and other services accepted under this Contract;

(ii) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages), provided however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

(iii) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not include

amounts paid in accordance with other provisions hereof.

The total sum to be paid the Contractor under this Subparagraph 12.2.1 shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

12.2.2 FOR CAUSE

12.2.2.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the Work in a timely manner, abandons the jobsite and fails to resume work within five (5) days of written notice thereof by the Owner, fails to grant or allow access to the jobsite by the Owner or Architect, fails to supply enough properly skilled workers, supervisory personnel or proper equipment or materials, fails to make prompt payment to Subcontractors or for materials or labor, persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a violation of a material provision of this Contract, then the Owner may by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

12.2.2.2 If the unpaid balance of the Contract Price does not exceed the cost of finishing the work, including compensation for the Architect's additional services and expenses made necessary thereby, such difference shall be paid by the Contractor to the Owner. This obligation for payment shall survive the termination of the Contract.

12.2.2.3 In the event the employment of the Contractor is terminated by the Owner for cause pursuant to Subparagraph 12.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 12.2.1 and the provisions of Subparagraph 12.2.1 shall apply.

ARTICLE XIII: INSURANCE

13.1 CONTRACTOR SHALL MAINTAIN INSURANCE

13.1.1 The Contractor at his own expense shall purchase, maintain and keep in force during the life of this contract, adequate insurance that will protect the Contractor and/or any Additional Insured from claims which may arise out of or result from operations under this contract. The insurance required shall provide adequate protections from all claims, whether such operations be by the Contractor or by any Additional Insured or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone whose acts of any of them may be liable and from any special hazards, such as blasting, which may be encountered in

the performance of this contract in the amounts as shown below in Paragraph 13.2.1.

13.1.2 The Contractor shall not commence work on any Contract in the City of Lancaster until the Contractor has obtained all the insurance required under this paragraph and such insurance has been approved by the City.

13.2 TYPES AND AMOUNTS OF INSURANCE

13.2.1. The Contractor shall furnish and maintain during the life of the contract adequate Insurance in such amounts as follows:

<u>Type of Insurance</u>	<u>Amount</u>
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Worker's Compensation as set forth in the Worker's Compensation Act.	
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Commercial General Liability	
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\$1,000,000 Each Accident/Occurrence. The policy shall have no coverage removed by exclusions.	
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Limit of Insurance per Project or Owner's and Contractor's Protective Liability Insurance for the Project.	
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Automobile Liability	
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\$500,000 Combined single limit per occurrence.	
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13.2 INSTALLATION FLOATER

This insurance shall protect the Contractor and the Owner from all insurable risks of physical loss or damage to materials and equipment not otherwise covered under builder's risk insurance, while in warehouse or storage areas, during installation, during testing, and after the work is completed. Installation floater insurance shall be of the "all risks" type, with coverage's designed for the circumstances which may occur in the particular work included in this contract. The coverage shall be for an amount not less than the insurable value of the work at completion, less the value of the materials and equipment insured under builder's risk insurance. The value shall include the aggregate value of the Owner furnished equipment and materials to be erected or installed by the Contractor not otherwise insured under builder's risk insurance.

13.3 Builders Risk

This insurance shall be written in completed value form and shall protect the Contractor and the Owner against risks of damage to buildings, structures, and materials and equipment not otherwise covered under installation floater insurance, from the perils of fire and lightning, the perils included in the standard extended coverage endorsement, and the perils of vandalism and malicious mischief. The amount of such insurance shall not be less than the insurable value of the work at completion less the value of the materials and equipment insured under installation floater insurance.

Equipment installed under this contract shall be insured under installation floater insurance when the aggregate value of the equipment exceeds \$10,000.00.

If the work does not include the construction of building structures, builder's risk insurance may be omitted providing the installation floater insurance fully covers all work.

Builder's risk insurance shall provide for losses to be payable to the Contractor and the Owner as their interests may appear and shall contain a waiver of subrogation rights against the insured parties.

13.4 ADDITIONAL INSURED / PROJECT INFORMATION

The Owner shall be named as an additional insured on the Commercial General Liability (Public), Policies furnished by the Contractor.

The project name and bid/contract number shall be listed on the certificate.

13.5 WRITTEN NOTIFICATION

Each insurance policy shall contain a provision requiring that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverage, a notice there of shall be given by certified mail to the Purchasing Agent, City of Lancaster, PO Box 940, Lancaster, Texas, 75146.

13.6 PREMIUMS AND ASSESSMENTS

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

13.7 CERTIFICATE OF INSURANCE

Proof that the insurance is in force shall be furnished to the City of Lancaster on a Standard Certificate of Insurance Form. In the event any insurance policy shown on the Certificate of Insurance has an expiration date that is prior to the completion and final acceptance of the project by the City of Lancaster, the contractor shall furnish the City proof of identical continued coverage no later than thirty (30) days prior to the expiration date shown on the Certificate of Insurance.

13.8 PRIMARY COVERAGE

The coverage's provided herein shall be primary and noncontributory with any other insurance maintained by the City of Lancaster, Texas, for its benefit, including self insurance.

13.9 WORKER'S COMPENSATION INSURANCE COVERAGE

13.9.1 The Contractor shall:

- 1) provide coverage for its employees providing services on a project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements;

- 2) provide a certificate of coverage showing workers' compensation coverage to the governmental entity prior to beginning work on the project;

3) provide the governmental entity prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project;

4) obtain from each person providing services on a project, and provide to the governmental entity:

(A) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(B) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project;

7) post a notice on each project site informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage. This notice does not satisfy other posting requirements imposed by the Act or other commission rules. This notice must be printed with a title in at least 30 point bold type and text in at least 19 point normal type, and shall be in both English and Spanish and any other language common to the worker population. The text for the notices shall be the following text provided by the Texas Worker's Compensation Commission on the sample notice, without any additional words or changes:

Required Workers' Compensation Coverage

"The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment or materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee."

"Call the Texas Workers' Compensation Commission at 512-440-3789 to receive information on the legal requirement for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage."

and

(8) contractually require each person with whom it contracts to provide services on a project, to:

(A) provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements for all of its employees providing services on the project, for the duration of the project;

(B) provide a certificate of coverage to the contractor prior to that person beginning work on the project;

(C) include in all contracts to provide services on the project the language in subsection (e) (3) of this rule;

(D) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(E) obtain from each other person with whom it contracts, and provide to the Contractor:

(i) a certificate of coverage, prior to the other person beginning work on the project; and

(ii) prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(F) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(G) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(H) contractually require each other person with whom it contracts, to perform as required by sub-paragraphs (A) - (H) of this paragraph, with the certificate of coverage to be provided to the person for whom they are providing services.

ARTICLE XIV: MISCELLANEOUS

14.1 LAWS AND ORDINANCES

14.1.1 The Contractor shall at all times and in all respects observe and comply with all federal, state and local laws, ordinances, and regulations applicable to the Project and Work. The Contractor shall further insure that all Subcontractors observe and comply with said laws, ordinances and regulations.

14.2 GOVERNING LAW

14.2.1 The Contract shall be governed by the laws of the State of Texas. Venue for any causes of action arising under the terms or provisions of this Contract or the Work to be performed hereunder shall be in the courts of Dallas County, Texas.

14.3 SUCCESSORS AND ASSIGNS

14.3.1 The Owner and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the Owner.

14.4 SURETY BONDS

14.4.1 If the Contract Price exceeds the sum of \$25,000.00, the Contractor shall furnish separate performance and payment bonds to the Owner, according to the requirements set out in the bid documents and state statutes to guaranty full and faithful performance of the Contract and the full and final payment of all persons supplying labor or materials to the Project. Each bond required by the bid documents or state statute shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in form suitable to the Owner and shall be executed by a surety, or sureties, reasonably suitable to the Owner and authorized to do business in the State of Texas by the State Board of Insurance.

14.4.2 If the Contract Price exceeds the sum of \$25,000.00, the Contractor, upon execution of the

Contract and prior to commencement of the Work, shall furnish to the Owner a two-year maintenance bond in the amount of one hundred percent (100%) of the Contract Price covering the guaranty and maintenance prescribed herein, written by an approved surety authorized and duly licensed to conduct business in the State of Texas. The cost of said maintenance bond shall be included in the Contractor's unit bid prices and shall be paid by the Contractor.

14.5 SEVERABILITY

14.5.1 The provisions of this Contract are herein declared to be severable; in the event that any term, provision or part hereof is determined to be invalid, void or unenforceable, such determination shall not affect the validity or enforceability of the remaining terms, provisions and parts, and this Contract shall be read as if the invalid, void or unenforceable portion had not be included herein.

14.6 AMENDMENTS

14.6.1 This Contract may be amended by the parties only by a written agreement duly executed by both parties. The failure of the Owner to object to any nonperformance or nonconforming work or to enforce any provision hereof shall in no event be regarded as or construed to be a waiver, release or modification of any term or provision in this Contract, nor shall such failure to object or enforce stop the Owner from insisting on strict compliance with this Contract or from recovering damages, costs or expenses arising as a result of such nonperformance or nonconforming work.

14.7 NOTICES

14.6.1 All notices required by this Contract shall be presumed received when deposited in the mail properly addressed to the other party or Architect at the address set forth herein or set forth in a written designation of change of address delivered to all parties and the Architect.

EXECUTED in single or multiple originals, this _____.

CITY OF LANCASTER

Opal Mauldin-Jones, City Manager

ATTEST:

Sorangel Arenas, City Secretary

Type/Print Name and Title

Dallas, TX 75247



2019– BID PROPOSAL

All work to be performed per contract document. Any alteration or deviation from documents, which involve extra cost, will be executed only upon OWNER approved change orders, and will become an extra charge over and above the proposal pricing. It is expressly agreed that any change orders will be processed within 30 days. Triple-C Fence, LLC is not responsible for property lines and fence placement. Triple-C Fence, LLC is not liable for any private or municipal underground lines such as sprinkler, water, gas, phone, electric etc.,.

PROJECT: LANCASTER FOOTBALL AND SOCCER FIELDS
 ADDRESS: LANCASTER, TX
 NAME: CITY OF LANCASTER – SEAN JOHNSON, CPRP
 DATE: 9-13-2019
 PHONE: 469-693-3145 CELL / OFFICE – 972-218-3716
 EMAIL: SJOHNSON@LANCASTER

Base Bid	Description	Unit	Qty	Total
1.	<p>6' TALL BLACK VINYL CHAINLINK:</p> <p>Installation of 6' tall chainlink fence. All materials are Black vinyl coated. All posts will be set in cement 10' on center 24" deep. All fence will have top rail. Bottom of fence will have a tension wire in place. All wire at base will be hog ringed into place. All wire will be tied into place using aluminum ties along the top rail and down each post.</p> <p>Materials are as follows: Terminals – 2-7/8" BK .heavy wall Line posts – 1 7/8" BK .095Gg Top rail – 1 5/8" BK .065 Gg Wire – 9Gg finish 2" mesh kk</p>	18.72	5300'	99,220.00
2.	No tear out.			
3.	10' DOUBLE GATES:	895.00	3	NO CHARGE

	Fabrication and installation of double drive gates. Gates are welded in all corners. Braced and trussed accordingly. heavy duty bulldog hinges in place. Industrial drop rod latch in center.			
4.	SINGLE PEDESTRIAN WALK GATES: Installation of 6'x5' single gates with fork latches in place.	265.00	12	NO CHARGE
5.				
6.				
7.				
8.	Credit of \$5,000.00 for posts set 24" deep in lieu of 36" deep.	5,000.00	1	-5000.00
9.				
10.				
11.				
12.				
13.				
14.				
15.				
	Rock charge will apply, only if rock or heavy roots are incurred. The charge will be at a rate of \$15.00 per hole. All rock and/or roots will be cleaned and removed from property.			
	Sub-Total			94,220.00
	Tax			
Base Bid	TOTAL			94,220.00
***	ALL ADDENDA NOTED	***		***

Bid good for 30 Days.

Alternate Bid	Description	Unit	Qty	Total
1.				
Alternate Bid	TOTAL			
***	ALL ADDENDA NOTED	***		***

Standard exclusions: taxes, panic hardware, signage at doors/fencing, bond, permits, Knox box engineering, staking, core drilling, clearing, locking hardware other than standard fence hardware, hand dig, hard dig, grade, electrical and conduits, sub grade, layout, all grounding, all holes other than round post holes, specialty locating service, testing and permits.

Billing: The contractor is billed on a 30-day billing cycle. This payment is between contractor and subcontractor and has no bearing on payment between owner and prime contractor. Prime contractor has 48

hrs to review payment request and notify subcontractor of any discrepancies. If payment is not received within the 30 days, Triple-C Fence reserves the right to pull off the work site and charge for mobilization cost. This document will be made part of the binding documents signed by both prime contractor and subcontractor. Any alterations to this contract will render document invalid with Triple-C Fence.

Thanks,

Customer Signature:

Mike McDonald – Senior Estimator
1803 Avondale Haslet Road
Haslet, TX 76052
Phone: 817-439-9500
Cell: 817-825-4554
Fax: 817-750-0054
Mike@triple-cfence.com

x_____

LANCASTER CITY COUNCIL

City Council Regular Meeting

11.

Meeting Date: 10/14/2019

Policy Statement: This request supports the City Council 2019-2020 Policy Agenda

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

Submitted by: Bester Munyaradzi, Senior Planner

Agenda Caption:

Z19-10 Conduct a public hearing and consider a Specific Use Permit (SUP) request for an in-home daycare at a property addressed as 3116 Prairie Aster Drive; Lot 12 Block F in Meadowview Phase Two subdivision. The property is located within the J.L. Samson Survey, Abstract No. 1311 City of Lancaster, Dallas County, Texas.

Background:

The Texas Department of Family and Protective Services require in-home daycare operators to meet local government requirements as part of the State minimum guidelines for licensing and fire safety inspection is one of the State requirements. The Lancaster Development Code (LDC) requires in-home day cares to obtain a Specific Use Permit (SUP) in all Residential zoning districts.

An SUP is required for any use identified in the Land Use Table as requiring one and the intent is to authorize and regulate a use not normally permitted in a district which could benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established for such use during the review of the SUP application.

The Planning and Zoning Commission in considering and determining its recommendations to the City Council on any request for an SUP may require from the applicant plans, information, operating data and expert evaluation concerning the location and function and characteristics of any building or use proposed. The City Council may, in the interest of public welfare and to assure compliance of this Ordinance, establish conditions of operation, location, arrangement and construction of any use for which a permit is authorized. In authorizing the location of the uses listed as Specific Use Permits, the City Council may impose such development standards and safeguards as the conditions and locations indicate important to the welfare and protection of adjacent property from excessive noise, vibration, dust, smoke, fumes, gas, odor, explosion, glare, offensive view or other undesirable or hazardous conditions.

Operational Considerations:

This is a request for an in-home daycare for up to 12 children and currently has five (5) children in the home (four - under the age of (2½) and one - (3) year old). The in-home daycare has been in operation and registered since October 2009. As noted above, the LDC requires in-home day cares to obtain an SUP in all residential zoning districts. The applicant is therefore seeking to bring the business into compliance with the City's requirements.

In-home day cares are classified as Home Occupation and operators must meet Sec.14.402 Use Standards, Subsection (b) Residential and Lodging Use Conditions (7) Home Occupation regulations of the Lancaster Development code which is as follows:

(7) Home Occupation Regulations

A. **Incidental to Primary use.** The use must clearly be incidental and secondary to the primary use of the property as a residence.

B. **Employees.** No more than two (2) people outside the family may be employed in the home occupation.

C. **Exterior Indication.** There shall be no exterior display, exterior storage of materials, and no other exterior indication of the home occupation or variation from the residential character of the principal building.

D. **Traffic.** No more traffic shall be generated by such home occupation than would normally be expected in the neighborhood.

E. **Parking.** In addition to the off-street parking required for the residence, adequate additional off-street parking shall be provided for the vehicles of each employee and the maximum number of users the home occupation may attract, one (1) additional parking space at the rest of the house shall be provided.

F. **Nuisance.** No nuisance, offensive noise, vibration, smoke, dust, odors, heat, glare, or electrical disturbance shall be generated.

G. **Excluded Uses.** A home occupation may not be interpreted to include the following: facilities for repair of motor vehicles, small motors, daycare center, or uses which utilize flammable or hazardous materials.

Staff Assessment and Comments

Traffic Circulation - Pick Up and Drop Off (Loading)

The subject property is an alley served residential neighborhood and residents use alleys in and out of their properties leaving Prairie Aster Drive free for traffic dropping off and picking up children from this in-home day care. As such, traffic movement in and around the subject property will not cause traffic issues for parents dropping and picking up children nor residents along Prairie Aster Drive as well as the general neighborhood.

Incidental Use:

The subject property is primarily residential and the in-home daycare is a secondary use to the residential use. There are no outside employees that assist with the in-home daycare. The in-home daycare is operational Monday through Friday 6:00 a.m. - 6:00 p.m.

Exterior:

Site inspection and visitation of the subject property exhibited no exterior display of in-home daycare operation from Prairie Aster Drive as reflected by the attached pictures.

Staff recommends that the applicant meet the requirements of Section 14.402 Home Occupation and recommends approval of the request for SUP 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 micro-chipping.

Public Information Considerations:

On August 27, 2019 a notice for this public hearing appeared in the Focus Daily Newspaper. 26 notifications of this public hearing were mailed to owners that are within 200 feet of the subject property. There was one (1) letter received in support and one (1) in opposition to 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 September 10, 2019, the Planning and Zoning Commission recommended approval of the request for the SUP subject to 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's recommendation.

Attachments

Ordinance

Location Map

Daycare Map (Provided by Staff)

Pictures (Provided by Staff)

Letter In Support

Letter in Opposition

P&Z Draft Minutes (September 10, 2019)

P&Z Agenda Communication with Attachments (September 10, 2019)

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, AMENDING ORDINANCE NO. 2006-04-13, (THE LANCASTER DEVELOPMENT CODE) AND ZONING MAP OF THE CITY OF LANCASTER AS AMENDED, BY GRANTING A SPECIFIC USE PERMIT (SUP) FOR IN-HOME DAY CARE AT THE PROPERTY LOCATED AT 3116 PRAIRIE ASTER DRIVE; LOT 12 BLOCK F IN MEADOWVIEW PHASE TWO SUBDIVISION. THE CITY OF LANCASTER, DALLAS COUNTY, TEXAS; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OR FINE NOT TO EXCEED THE SUM OF TWO THOUSAND (\$2,000.00) DOLLARS FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lancaster has received a request for a Specific Use Permit; and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Lancaster, in compliance with the laws of the State of Texas with reference to the granting of a Specific Use Permit, have given the requisite notices by publication and otherwise, and have held the required hearings and afforded a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof.

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

SECTION 1. That per Zoning Case No. Z19-10, the Lancaster Development Code and zoning map of the City of Lancaster, be hereby amended to grant a Specific Use Permit for In-Home Day Care to be operated at the property located at 3116 Prairie Aster Drive; Lot 12 Block F in Meadowview Phase Two Subdivision.

SECTION 2. That the following special development conditions are hereby incorporated and attached, and the specific use permit granted herein is conditioned on the following: 1) Less than six (6) children under the age of two and half [2 1/2] years old 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 [2 1/2] years old are kept on the premise, an automatic fire sprinkler system is required; 3) Compliance with In Home Occupation Regulations; and 4) Confirmation by Animal Services that all animals kept on-site meet state and local regulations regarding immunizations and microchipping.

SECTION 3. Ordinance Number 2006-04-13, the Lancaster Development Code of the City of Lancaster, Texas, as amended, shall remain in full force and effect, save and except as amended by this ordinance.

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

SECTION 5. Any person, firm or corporation violating any of the provisions of this ordinance or the Lancaster Development Code of the City of Lancaster, Texas, as amended hereby, shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court of the City of Lancaster, Texas, shall be subject to a fine not to exceed the sum of two thousand (\$2,000.00) dollars for each offense, and each and every day such offense shall continue shall be deemed to constitute a separate offense.

SECTION 6. This ordinance shall take effect immediately from and after its passage and the publication of the caption as the law and charter in such cases provide.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 14th day of October, 2019.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor







APPROVED AS TO FORM:

David T. Ritter, City Attorney



City of Lancaster
3116 Prairie Aster Dr.
Zoning: SF-5

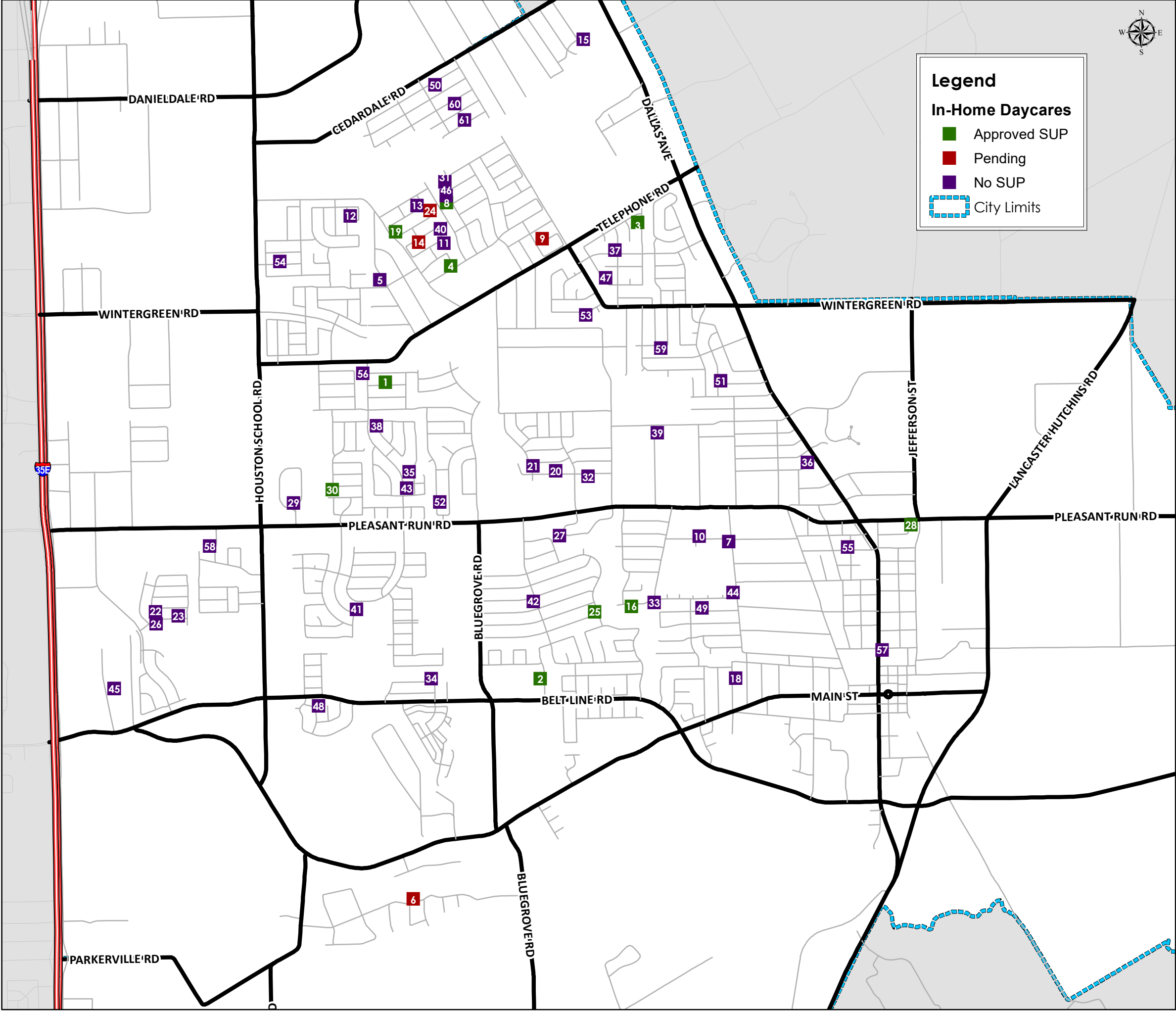
DISCLAIMER / LIMITATION OF LIABILITY
The information on this map is provided by the City of Lancaster's GIS (Geographic Information System) Division as a public service. The GIS Division is continually updating the data and attempting to provide the most accurate information possible. Such information 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.

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

0 40 80 160 Feet

date: 08/19/2019





City of Lancaster

In-Home Day Care Facilities

ID	Address	Name	Status
0	1743 ONEAL ST	Karens 24 Hour Child Care and Day School	Approved SUP
2	529 HEARTHSTONE DR	Camilla Spencer	Approved SUP
3	2947 E PEPPERIDGE DR	In-Home Daycare	Approved SUP
4	1405 BUMBLE BEE DR	Nora L Porter	Approved SUP
5	3021 BASKIN DR	Shacondria D Johnson	No SUP
6	1909 ENCHANTED LN	Shawns Love and Learning Jumpstart Academy	Pending
7	702 REA AVE	Veola Green Hale	No SUP
8	1265 SPRING WATER DR	Sherilyn Roblow	Approved SUP
9	1019 BABBLING BROOK LN	Lacey Tanae Mc Elroy	Pending
10	821 REA AVE	Shukietra Willis-McNac	No SUP
11	1408 SINGING BIRD DR	Juanita Hawkins Family Childcare	No SUP
12	2934 MARSH DR	Keshawndra Floyd	No SUP
13	1411 GOLDEN GRASS DR	Sheryl Hassell	No SUP
14	1440 GENTLE RAIN DR	Shondra Dison	Pending
15	808 TAYLOR ST	Patricia Blair	No SUP
16	944 OAKBLUFF DR	Emma Jean Morrison	Approved SUP
17	235 CHESHIRE RD	Nana Miracle Children Learning Center	No SUP
18	218 BARRY LN	Lakeitha Gipson	No SUP
19	1513 HONEY BEE LN	Linda Jackson	Approved SUP
20	1125 NANCY LN	Jefferson Little Learners Academy	No SUP
21	1158 TRACY LN	Karen Woodle	No SUP
22	2860 SAINT JOHNS AVE	The Children's Christian Academy	No SUP
23	2813 CORAL DR	Sharron Donaldson	No SUP
24	3116 PRAIRIE ASTER DR	Delores Chaney	Pending
25	1101 OAKBLUFF DR	Shaniqua Williams	Approved SUP
26	2854 CORAL DR	Brenda Wyatt	No SUP
27	1100 RIVER BEND DR #95	Stacie Davis	No SUP
28	1230 RIVER OAKS CIR	Francisca Salazar	Approved SUP
29	1533 SPRINGCREST CIR	Jacqueline Veals	No SUP
30	1848 APOLLO LN	Keisha's Kare Academy	Approved SUP
31	1246 APRIL SHOWERS LN	Tanja's Educational Home	No SUP
32	1034 NANCY LN	Rise and Shine	No SUP
33	902 OAKBLUFF DR	Mickey & Minnie's House of Lea	No SUP
34	1909 PIN OAK LN	A World of Angels	No SUP
35	1433 WARWICK DR	Adrianne McClain	No SUP
36	111 ARBOR LN	Sonya Williams Day Care	No SUP
37	1001 BROOKHAVEN DR	Sandra Morgan Day Care	No SUP
38	1555 CARDIGAN LN	D&D Playhouse	No SUP
39	1448 IRENE AVE	Brandi's Happy Campers	No SUP
40	3032 PICKET FENCE DR	Hawkins Day Care	No SUP
41	608 RAWLINS DR	Donna's Day Care	No SUP
42	1302 ROSEWOOD LN	A&B Day Care	No SUP
43	1408 CHAPMAN DR	Kids of Today Care Center	No SUP
44	711 WESTRIDGE AVE	Cynthia's Day Care	No SUP
45	235 CHESHIER RD	Nana's Miracle Children	No SUP
46	1252 CANDLER DR	Precious Little Angels	No SUP
47	1029 S PEPPERIDGE DR	Wyatt Day Care	No SUP
48	822 QUAIL RUN LN	Kings Komer Child Care	No SUP
49	825 SEQUOIA DR	Childrens Christian Academy	No SUP
50	1346 VERMONT AVE	4 Seasons Day Care Services	No SUP
51	2306 SUFFOLK LN	William's Day Care	No SUP
52	1813 WILLOWBROOK ST	Avery Day Care	No SUP
53	1234 ROAN DR	Howard Day Care	No SUP
54	2445 MEADOWGATE LN	Britt Day Care	No SUP
55	203 ALEXANDER AVE	Burroughs Day Care	No SUP
56	1905 CHAPMAN DR	Rutherford Day Care	No SUP
57	1428 N DALLAS AVE #8	Johnson Day Care	No SUP
58	1425 GLENDOVER DR	Benitex Day Care	No SUP
59	856 HARVARD LN	Abundant Blessings	No SUP
60	1334 KENTUCKY AVE	Robertson Day Care	No SUP
61	1335 PENNSYLVANIA AVE	Janice Davis	No SUP

00.150.30.6

Miles

date:04/01/2019

West



South



North



East





CITY OF LANCASTER

SHINING STAR OF TEXAS

Planning Department

Date: 8/23/2019

NOTICE OF PUBLIC HEARING

TO: Property Owner

RE: **Case No. Z19-10:** to conduct a public hearing and consider a Specific Use Permit (SUP) request for in-home daycare at a property addressed as 3116 Prairie Aster Drive; Lot 12 Block F in Meadowview Phase Two subdivision. The property is located within the J.L. Samson Survey, Abstract No. 1311 City of Lancaster, Dallas County, Texas.

LOCATION: The property is located on Prairie Aster Drive approximately 470 feet south of Swift Fox Drive and addressed as 3116 Prairie Aster Drive.

EXPLANATION OF REQUEST: The applicant is requesting an SUP for an in-home day care at the property addressed as 3116 Prairie Aster Drive.

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

☐ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS:

The owner is well trained. The children who stay are some of the best prepared for pre K - 1st grade

SIGNATURE:

Shirley Zuprod

ADDRESS:

3112 Prairie Aster Dr. Lancaster, Tx. 75134

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, September 10, 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, October 14, 2019 at 7:00 pm**.

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, August 30, 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 972-275-1862

RETURN BY FAX OR MAIL

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

26 Notices were mailed on 8/23/2019

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





CITY OF LANCASTER

Planning Department

Date: 8/23/2019

NOTICE OF PUBLIC HEARING

TO: Property Owner

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LOCATION: The property is located on Prairie Aster Drive approximately 470 feet south of Swift Fox Drive and addressed as 3116 Prairie Aster Drive.

EXPLANATION OF REQUEST: The applicant is requesting an SUP for an in-home day care at the property addressed as 3116 Prairie Aster Drive.

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

☒ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS:

Increased traffic. Disruptive to a residential area.

SIGNATURE:

ADDRESS:

~~3116~~ 3108 Prairie Aster.

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, September 10, 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, October 14, 2019 at 7:00 pm**.

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MINUTES

PLANNING & ZONING COMMISSION SPECIAL MEETING OF SEPTEMBER 10, 2019

The Planning and Zoning Commission of the City of Lancaster, Texas, met in a Special Session in the Council Chambers of City Hall on September 10, 2019 at 7:15 p.m. with a quorum present to-wit:

Commissioners Present:

Jeremy Reed, Chair
Ernest Casey
Isabel Aguilar
Tamika Whitfield, Alternate

Commissioners Absent:

Ty G. Jones, Vice-Chair
Lawrence Prothro

City Staff:

Bester Munyaradzi, Senior Planner

PUBLIC TESTIMONY:

No one spoke.

Call to order:

Chair Reed called the meeting to order at 7:15 p.m. on September 10, 2019.

CONSENT AGENDA:

Chair Reed read the consent agenda.

1. Consider approval of minutes from the Planning and Zoning Commission Regular Meeting held on August 6, 2019.
2. HLPC19-07 Discuss and consider a Certificate of Appropriateness (COA) for the construction of a new 2,112 square feet home on the property located at 114 Hackberry Street, Lancaster, Dallas County, Texas.
3. PS19-18 Consider a request for approval of a preliminary plat for Shahla Homes Addition, being Lots 1-6, Block A; Lots 1-2, Block B; Lots 1-15, Block C; Lots 1-11, Block D; Lots 1-8, Block E and Lots 1-10, Block F on approximately 10.8 acres, addressed as 966 North Bluegrove Road. The property is described as a tract of land situated in the A. Bledsoe Survey, Abstract No. 113, in the City of Lancaster, Dallas County, Texas.
4. PS19-22 Discuss and consider a request for approval of a preliminary plat for Rolling Meadows Phase 3, being 87 residential lots and two (2) open space lots on approximately 21.14 acres. It is located north of Belt Line Road and east of Rolling Hills Place and is approximately 21.14 acres in size. The property is more particularly described as property located in the Valentine Wampler Survey, Abstract No. 1546, G.K. Sneed Survey, Abstract No. 1278 and J.M. Rawlins Survey, Abstract No. 1208 in the City of Lancaster, Dallas County, Texas.

MOTION: Commissioner Aguilar made a motion, seconded by Commissioner Prothro to approve items 1-4. The vote was cast 4 for, 0 against. [Ty G. Jones and Casey absent]

PUBLIC HEARING:

- 5. Z19-10 Conduct a public hearing and consider a Specific Use Permit (SUP) request for in-home daycare at a property addressed as 3116 Prairie Aster Drive; Lot 12 Block F in Meadowview Phase Two subdivision. The property is located within the J.L. Samson Survey, Abstract No. 1311 City of Lancaster, Dallas County, Texas.**

Senior Planner Munyaradzi gave the staff report and stated that this is a request for in-home daycare for up to 12 children. At the moment, the in-home daycare has 5 children and has been in operation and registered since October 2009. The Lancaster Development Code (LDC) requires all in-home day cares in all residential zoning districts to obtain a Specific Use Permit (SUP). The applicant is therefore seeking to bring the business into compliance with the City requirements. In-home day cares are classified as Home Occupation and required to meet Home Occupation regulations. Staff recommends approval of this request subject to stipulations specified in the staff report.

Commissioner Aguilar asked staff to clarify the need for the Specific Use Permit. She also asked if they have to be in compliance with the Texas Department of Family Protective Services. Senior Planner Munyaradzi stated that the LDC requires in-home daycare operators to obtain an SUP and that all in-home daycares have to be in compliance with all state and City regulations.

Chair Reed opened the public hearing.

Applicant, Ms. Delores Chaney, 3116 Prairie Aster Drive, owner and operator of the in-home daycare spoke in favor of the request. She also stated that she was approved for a Certificate of Occupancy in 2009 by the Fire Marshall and did not feel the Specific Use Permit (SUP) was fair. Senior Planner Munyaradzi noted that staff had met and spoke with the applicant prior and alerted the applicant that the Certificate of Occupancy from the Fire Marshall did not exempt her from obtaining the SUP as required by the LDC.

MOTION: Commissioner Casey made a motion, seconded by Commissioner Aguilar to close the public hearing. The vote was cast 4 for, 0 against. [Ty G. Jones and Prothro absent.]

Commissioner Whitfield asked for clarification of the Specific Use Permit (SUP) and the need for a resubmittal if she received a Certificate of Occupancy in 2009. Senior Planner Munyaradzi contended that the Certificate of Occupancy was issued in error.

MOTION: Commissioner Aguilar made a motion, seconded by Commissioner Whitfield to approve item 5 subject to stipulation stated in the staff report. The vote was cast 4 for, 0 against. [Ty G. Jones and Prothro absent.]

- 6. Z19-12 Conduct a public hearing and consider a Specific Use Permit (SUP) request for in-home daycare at a property addressed as 1440 Gentle Rain Drive; Lot 5 Block L in Meadowview Phase One subdivision. The property is located within the J.L. Samson Survey, Abstract No. 1311 City of Lancaster, Dallas County, Texas.**

Senior Planner Munyaradzi stated that the applicant requested that this item be postponed until the November 5, 2019 Planning & Zoning Commission meeting and staff recommend that the item be postponed per applicant's request.

MOTION: Commissioner Aguilar made a motion, seconded by Commissioner Casey to postpone item 6 to the November 5, 2019 Planning & Zoning Commission meeting. The vote was cast 4 for, 0 against. [Ty G. Jones and Prothro absent.]

- 7. Z19-15 Conduct a public hearing and consider a rezoning request from Single-Family Residential (SF-4) to Neighborhood Services (NS). The properties are located on the northwest corner of Springcrest Circle and West Pleasant Run Road. The property is described as a tract of land recorded in Volume 42, Page 209, Deed Records, in the City of Lancaster, Dallas County, Texas.**

Senior Planner Munyaradzi gave the staff report and stated that this is a request to rezone from SF-4 to Neighborhood Service (NS) for a commercial building development on 0.70 acre property. The current zoning only allows single family dwelling uses and the proposed zoning change would allow limited retail intended for day-to-day retail needs for surrounding neighborhoods. The Future Land Use Plan of the Comprehensive Plan indicates that this area is intended for commercial development and the proposed NS is therefore consistent with the Future Land Use Plan of the Comprehensive Plan. Therefore staff recommends approval of the request as presented.

Chair Reed opened the public hearing.

No one spoke.

MOTION: Commissioner Casey made a motion, seconded by Commissioner Aguilar to close the public hearing. The vote was cast 4 for, 0 against. [Ty G. Jones and Prothro absent.]

Commissioner Whitfield asked if specific uses were stated for NS. Senior Planner Munyaradzi stated the uses given in the staff report.

Commissioner Aguilar asked if the rezoning is part of the Comprehensive Plan and Senior Planner Munyaradzi noted that the request was consistent with Future Land Use Plan of the Comprehensive Plan.

MOTION: Commissioner Aguilar made a motion, seconded by Commissioner Casey to approve item 7. The vote was cast 3 for, 1 against. [Ty G. Jones and Prothro absent.]

8. Z19-16 Conduct a public hearing and consider a Specific Use Permit (SUP) request for in-home daycare at a property addressed as 1909 Enchanted Lane; Lot 5A Block E in Enchanted Forest Addition subdivision. The property is located in Volume 85107 and Page 2018 in the City of Lancaster, Dallas County, Texas.

Senior Planner Munyaradzi gave the staff report and stated that this is a request for an in-home daycare for up to 12 children. At the moment, the in home daycare has six (6) children and has been in operation and registered since August 2014. The LDC requires in-home day cares in all residential zoning districts to obtain SUP. The applicant is therefore seeking to bring the business into compliance with the City requirements. In-home day cares are classified as Home Occupation and required to meet Home Occupation regulations. Staff recommends approval of this request subject to stipulations specified in the staff report.

Chair Reed opened the public hearing.

Applicant, Ms. Lashun Williams, 1909 Enchanted Lane, spoke in favor of the request.

MOTION: Commissioner Aguilar made a motion, seconded by Commissioner Casey to close the public hearing. The vote was cast 4 for, 0 against. [Ty G. Jones and Prothro absent.]

MOTION: Commissioner Aguilar made a motion, seconded by Commissioner Casey to approve item 8 subject to stipulations stated in the staff report. The vote was cast 4 for, 0 against. [Ty G. Jones and Prothro absent.]

9. Z19-17 Conduct a public hearing and consider a rezoning request from Agricultural Open (A-O) to Single Family Residential Estate (SF-E). The property is addressed as 913 Ten Mile Road. It is further described as a 4.172 tract of land situated in the Arthur Eldridge Survey, Abstract No. 449, City of Lancaster, Dallas County, Texas.

Senior Planner Munyaradzi gave the staff report and stated that this is a request to rezone the subject property from Agriculture Open (A-O) to Single Family-Estate (SF-E) on 4.17 acre lot for single family home development. The current zoning only allows agricultural uses with one (1) single family dwelling on five (5) or more acres. SF-E zoning allows one (1) dwelling unit per acre. The Comprehensive Plan Future Land Use map designates this area as Rural Living. The proposed zoning change is therefore consistent with the Future Land Use Plan of the Comprehensive Plan. Staff recommends approval of the request as presented.

Chair Reed opened the public hearing. No one spoke.

MOTION: Commissioner Casey made a motion, seconded by Commissioner Aguilar to close the public hearing. The vote was cast 4 for, 0 against. [Ty G. Jones and Prothro absent.]

MOTION: Commissioner Aguilar made a motion, seconded by Commissioner Casey to approve item 9. The vote was cast 4 for, 0 against. [Ty G. Jones and Prothro absent.]

- 10. Z19-18 Conduct a public hearing and consider a rezoning request from Agricultural Open (A-O) to Single Family Residential Estate (SF-E). The property is addressed as 1517 Raintree Drive. It is further described as a tract of land situated in the M.H. Lavender Survey, Abstract No. 765 in the City of Lancaster, Dallas County, Texas**

Senior Planner Munyaradzi gave the staff report and stated that this is a request to rezone the subject property from Agriculture Open (A-O) to Single Family-Estate (SF-E) on 1.8 acre lot for single family home development. The current zoning only allows agricultural uses with one (1) single family dwelling unit on five (5) or more acres. SF-E zoning allows one (1) dwelling unit per acre. The Comprehensive Plan Future Land Use map designates this area as Rural Living. The zoning change request is therefore consistent with the Comprehensive Plan and staff recommends approval of the request as presented.

Chair Reed opened the public hearing. No one spoke.

MOTION: Commissioner Aguilar made a motion, seconded by Commissioner Casey to close the public hearing. The vote was cast 4 for, 0 against. [Ty G. Jones and Prothro absent.]

MOTION: Commissioner Aguilar made a motion, seconded by Commissioner Casey to approve item 10. The vote was cast 4 for, 0 against. [Ty G. Jones and Prothro absent.]

MOTION: Commissioner Aguilar made a motion, seconded by Commissioner Casey to adjourn. The vote was cast 4 for, 0 against. [Ty G. Jones and Prothro absent.]

The meeting was adjourned at 7:46 p.m.

ATTEST:

APPROVED:

Bester Munyaradzi, Senior Planner

Jeremy Reed, Chair

CITY OF LANCASTER'S BOARDS AND COMMISSIONS

Planning & Zoning Commission

5.

Meeting Date: 09/10/2019

Policy Statement: This request supports the City Council 2019-2020 Policy Agenda

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

Submitted by: Bester Munyaradzi, Senior Planner

Agenda Caption:

Z19-10 Conduct a public hearing and consider a Specific Use Permit (SUP) request for in-home daycare at a property addressed as 3116 Prairie Aster Drive; Lot 12 Block F in Meadowview Phase Two subdivision. The property is located within the J.L. Samson Survey, Abstract No. 1311 City of Lancaster, Dallas County, Texas.

Background:

The Texas Department of Family and Protective Services require in-home daycare operators to meet local government requirements as part of the State minimum guidelines for licensing and fire safety inspection is one of the State requirements. The Lancaster Development Code (LDC) requires in-home day cares to obtain a Specific Use Permit (SUP) in all Residential zoning districts.

An SUP is required for any use identified in the Land Use Table as requiring one and the intent is to authorize and regulate a use not normally permitted in a district which could benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established for such use during the review of the SUP application.

The Planning and Zoning Commission in considering and determining its recommendations to the City Council on any request for an SUP may require from the applicant plans, information, operating data and expert evaluation concerning the location and function and characteristics of any building or use proposed. The City Council may, in the interest of public welfare and to assure compliance of this Ordinance, establish conditions of operation, location, arrangement and construction of any use for which a permit is authorized. In authorizing the location of the uses listed as Specific Use Permits, the City Council may impose such development standards and safeguards as the conditions and locations indicate important to the welfare and protection of adjacent property from excessive noise, vibration, dust, smoke, fumes, gas, odor, explosion, glare, offensive view or other undesirable or hazardous conditions.

Operational Considerations:

This is a request for an in-home daycare for up to 12 children and currently has five (5) children in the home (four - under the age of (2½) and one - (3) year old). The in-home daycare has been in operation and registered since October 2009. As noted above, the LDC requires in-home day cares to obtain an SUP in all residential zoning districts. The applicant is therefore seeking to bring the business into compliance with the City's requirements.

In-home day cares are classified as Home Occupation and operators must meet Sec.14.402 Use Standards, Subsection (b) Residential and Lodging Use Conditions (7) Home Occupation regulations of the Lancaster Development code which is as follows:

(7) Home Occupation Regulations

A. **Incidental to Primary use.** The use must clearly be incidental and secondary to the primary use of the property as a residence.

B. **Employees.** No more than two (2) people outside the family may be employed in the home occupation.

C. **Exterior Indication.** There shall be no exterior display, exterior storage of materials, and no other exterior indication of the home occupation or variation from the residential character of the principal building.

D. **Traffic.** No more traffic shall be generated by such home occupation than would normally be expected in the neighborhood.

E. **Parking.** In addition to the off-street parking required for the residence, adequate additional off-street parking shall be provided for the vehicles of each employee and the maximum number of users the home occupation may attract, one (1) additional parking space at the rear of the house shall be provided.

F. **Nuisance.** No nuisance, offensive noise, vibration, smoke, dust, odors, heat, glare, or electrical disturbance shall be generated.

G. **Excluded Uses.** A home occupation may not be interpreted to include the following: facilities for repair of motor vehicles, small motors, daycare center, or uses which utilize flammable or hazardous materials.

Staff Assessment and Comments

Traffic Circulation - Pick Up and Drop Off (Loading)

The subject property is an alley served residential neighborhood and residents use alleys in and out of their properties leaving Prairie Aster Drive free for traffic dropping off and picking up children from this in-home day care. As such, traffic movement in and around the subject property will not cause traffic issues for parents dropping and picking up children nor residents along Prairie Aster Drive as well as the general neighborhood.

Incidental Use:

The subject property is primarily residential and the in-home daycare is a secondary use to the residential use. There are no outside employees that assist with the in-home daycare. The in-home daycare is operational Monday through Friday 6:00 a.m. - 6:00 p.m.

Exterior:

Site inspection and visitation of the subject property exhibited no exterior display of in-home daycare operation from Prairie Aster Drive as reflected by the attached pictures.

Staff recommends that the applicant meet the requirements of Section 14.402 Home Occupation and recommends approval of the request for SUP 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 micro-chipping.

Public Information Considerations:

On August 27, 2019 a notice for this public hearing appeared in the Focus Daily Newspaper. 26 notifications of this public hearing were mailed to owners that are within 200 feet of the subject property. There was one (1) letter received in support and one (1) in opposition to this request.

Options/Alternatives:

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

Recommendation:

Staff recommends approval of the request for the SUP 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.

Attachments

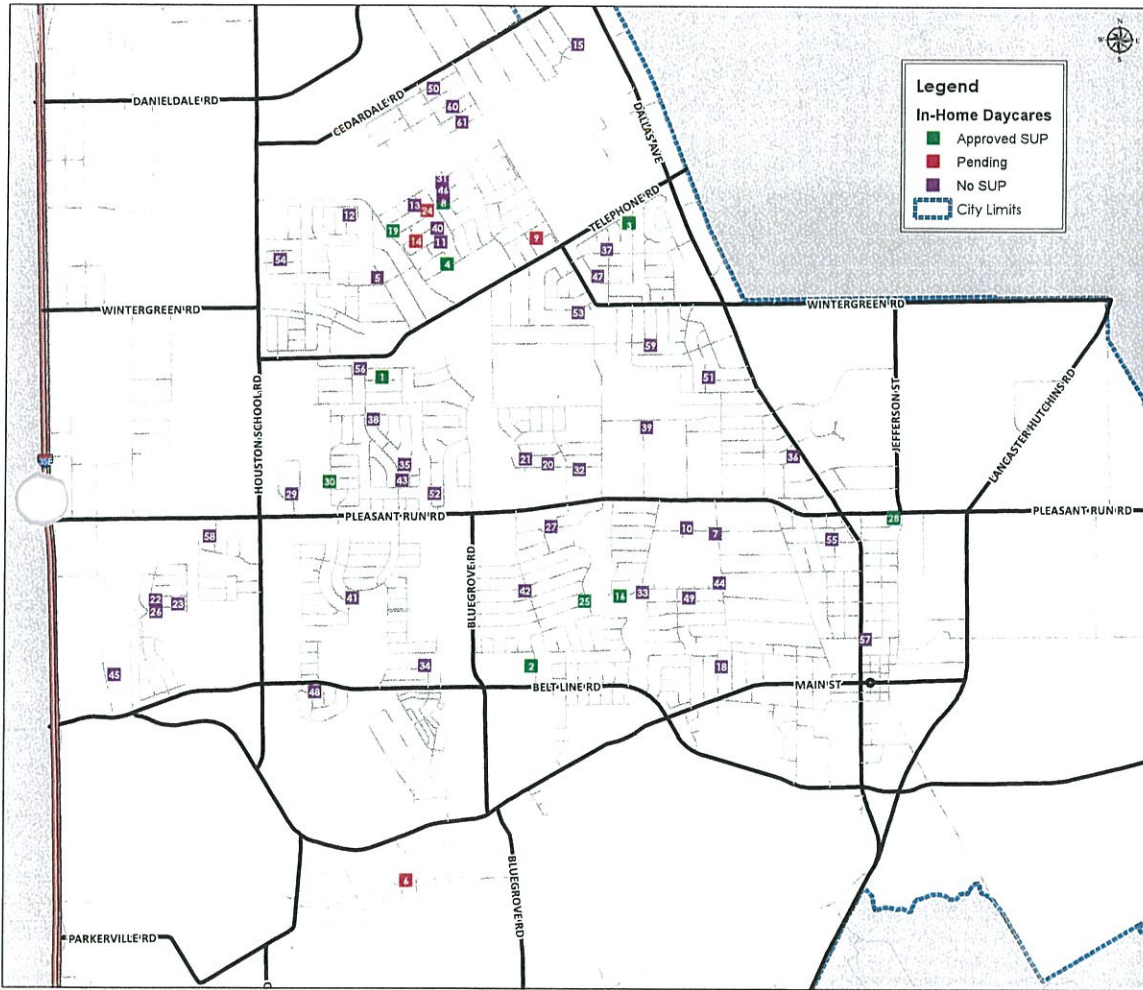
Location Map

Daycare Map (Provided by Staff)

Pictures (Provided by Staff)

Letter In Support

Letter in Opposition



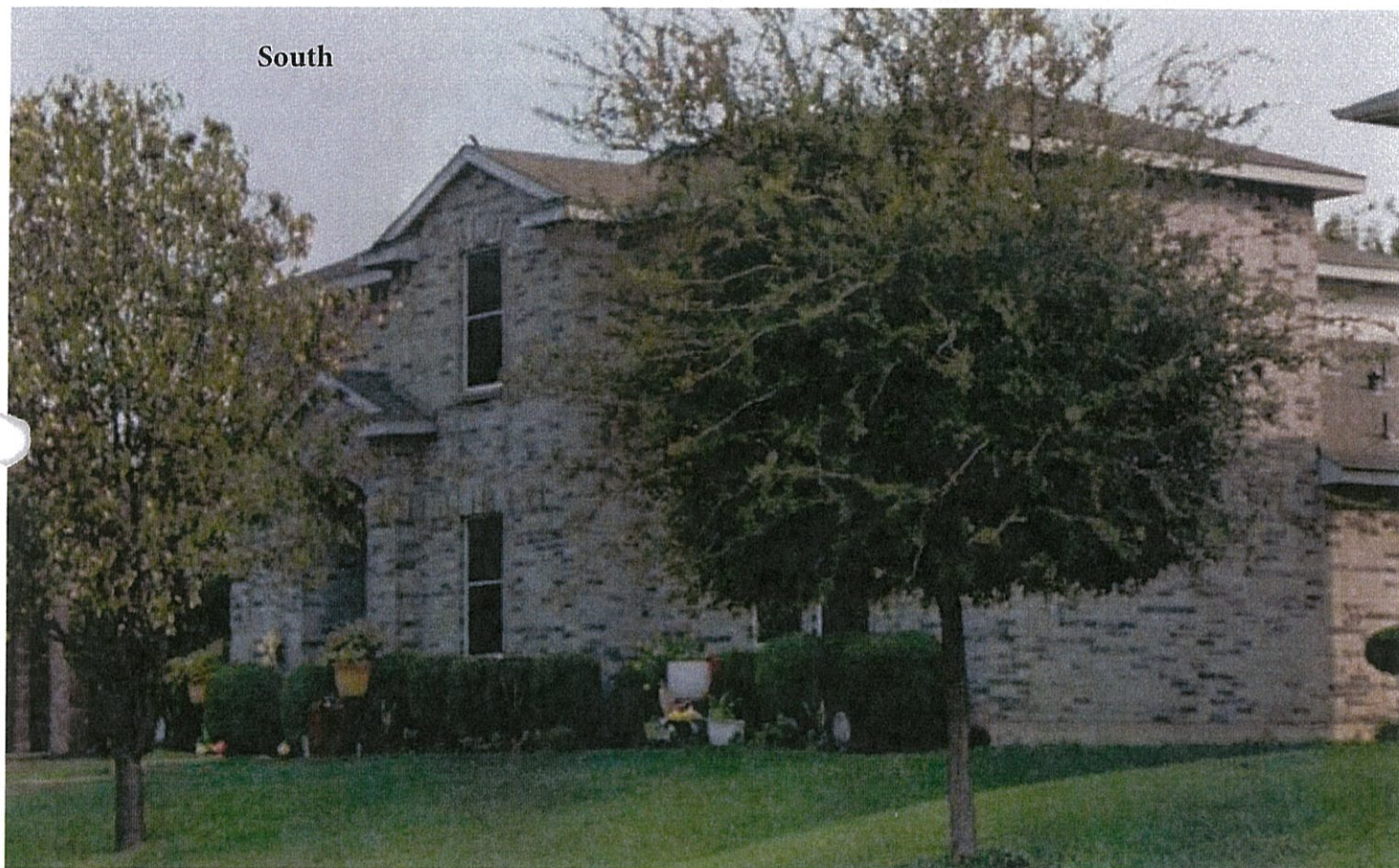
City of Lancaster In-Home Day Care Facilities

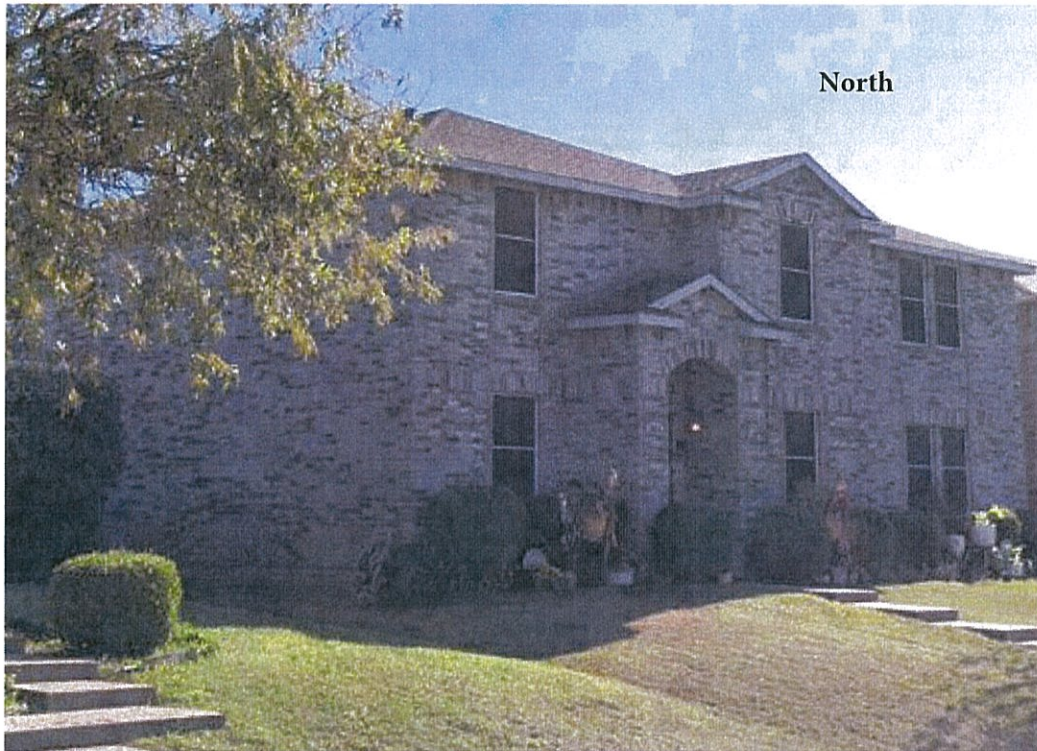
ID	Address	Name	Status
1	1743 OREAL ST	Karens 24 Hour Child Care and Day School	Approved SUP
2	529 HEARTSTONE DR	Camilla Spencer	Approved SUP
3	2347 E PEPPERIDGE DR	In-Home Daycare	Approved SUP
4	1405 BUNBLE BEE DR	Nora L. Potter	Approved SUP
5	3031 BASKIN DR	Shaeondra D Johnson	No SUP
6	1909 ENCHANTED LN	Shawna Love and Learning Jumpstart Academy	Pending
7	702 REA AVE	Verita Green Hale	No SUP
8	1285 SPRING WATER DR	Shantia Rablow	Approved SUP
9	1019 BABBLING BROOK LN	Lacey Tanee Mc Elroy	Pending
10	821 REA AVE	Shakiera Willis-McNae	No SUP
11	1403 SINGING BIRD DR	Joanna Hawkins Family Childcare	No SUP
12	2934 MARSH DR	Keshawanda Floyd	No SUP
13	1411 GOLDEN GRASS DR	Sheryl Hassel	No SUP
14	1440 GENTLE RAIN DR	Shondra Wilson	Pending
15	804 TAYLOR ST	Patricia Blair	No SUP
16	144 OAKBUFF DR	Emma Jean Morrison	Approved SUP
17	235 CHESHIRE RD	Nana Miracle Children Learning Center	No SUP
18	1719 BARRY LN	Leahna Gibson	No SUP
19	1513 HONEY BEE LN	Linda Jackson	Approved SUP
20	1125 NANCY LN	Jefferson Little Learners Academy	No SUP
21	1158 TRACY LN	Karen Woodie	No SUP
22	2880 SAINT JOHNS AVE	The Children's Christian Academy	No SUP
23	2813 CORAL DR	Sharon Donaldson	No SUP
24	1116 PRAIRIE ASTER DR	Deborah Chaney	Pending
25	1101 OAKBUFF DR	Shawna Williams	Approved SUP
26	1854 CORAL DR	Brenda Wyatt	No SUP
27	1100 RIVER BEND DR #95	Stacie Davis	No SUP
28	1230 RIVER OAKS DR	Francisca Salazar	Approved SUP
29	1531 SPRINGCREST CIR	Jacqueline Veals	No SUP
30	1848 APOLLO LN	Keshia's Kare Academy	Approved SUP
31	1248 APRIL SHOWERS LN	Tanya Educational Home	No SUP
32	1034 NANCY LN	Rice and Stone	No SUP
33	802 OAKBUFF DR	Mickey & Minnie's House of Lea	No SUP
34	1909 PIN OAK LN	A World of Angels	No SUP
35	1433 WARWICK DR	Ashlene McClain	No SUP
36	111 ARBOR LN	Sonyia Williams Day Care	No SUP
37	1001 BROOKHAVEN DR	Sandra Morgan Day Care	No SUP
38	1765 CHICKADEE LN	OLD Playhouse	No SUP
39	1448 REBE AVE	Brandi's Happy Campers	No SUP
40	6033 PICKET FENCE DR	Hawkins Day Care	No SUP
41	608 BAYLAND DR	Donna's Day Care	No SUP
42	1302 ROSEWOOD LN	A&B Day Care	No SUP
43	1408 CHAPMAN DR	Kids of Today Care Center	No SUP
44	111 HESTROOD AVE	Cynthia's Day Care	No SUP
45	335 CHESTER RD	Nana's Miracle Children	No SUP
46	1752 CANDLEY DR	Precious Little Angels	No SUP
47	1029 S PEPPERIDGE DR	Wyatt Day Care	No SUP
48	822 GALE RUN LN	Kings Minor Child Care	No SUP
49	825 SECURIA DR	Children's Christian Academy	No SUP
50	8348 VERMONT AVE	4 Seasons Day Care Services	No SUP
51	2308 SUFFOLK LN	William's Day Care	No SUP
52	1813 WILLOWBROOK ST	Avery Day Care	No SUP
53	8234 ROAN DR	Howard Day Care	No SUP
54	2445 MEADOWS WATE LN	Britt Day Care	No SUP
55	803 ALEXANDER AVE	Burnsday's Day Care	No SUP
56	1905 CHAPMAN DR	Rutherford Day Care	No SUP
57	1428 N DALLAS AVE #8	Johnston Day Care	No SUP
58	1425 GLENVIEW DR	Bentley Day Care	No SUP
59	856 HARVARD LN	Abundant Blessings	No SUP
60	8334 KENTUCKY AVE	Robertson Day Care	No SUP
61	1335 PENNSYLVANIA AVE	Jenice Davis	No SUP

West



South





East





CITY OF LANCASTER

SHINING STAR OF TEXAS

Planning Department

Date: 8/23/2019

NOTICE OF PUBLIC HEARING

TO: Property Owner

RE: **Case No. Z19-10:** to conduct a public hearing and consider a Specific Use Permit (SUP) request for in-home daycare at a property addressed as 3116 Prairie Aster Drive; Lot 12 Block F in Meadowview Phase Two subdivision. The property is located within the J.L. Samson Survey, Abstract No. 1311 City of Lancaster, Dallas County, Texas.

LOCATION: The property is located on Prairie Aster Drive approximately 470 feet south of Swift Fox Drive and addressed as 3116 Prairie Aster Drive.

EXPLANATION OF REQUEST: The applicant is requesting an SUP for an in-home day care at the property addressed as 3116 Prairie Aster Drive.

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

☐ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS:

The owner is well trained. The children who stay are some of the best prepared for Pre K - 1st grade

SIGNATURE:

Shirley Zipp

ADDRESS:

3112 Prairie Aster Dr. Lancaster, TX 75134

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, September 10, 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, October 14, 2019 at 7:00 pm**.

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, August 30, 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 972-275-1862

RETURN BY FAX OR MAIL

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

26 Notices were mailed on 8/23/2019

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





CITY OF LANCASTER

Planning Department

Date: 8/23/2019

NOTICE OF PUBLIC HEARING

TO: Property Owner

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EXPLANATION OF REQUEST: The applicant is requesting an SUP for an in-home day care at the property addressed as 3116 Prairie Aster Drive.

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

☒ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: Increased traffic. Disruptive to a residential area.

SIGNATURE: 

ADDRESS: ~~3116~~ 3108 Prairie Aster.

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, September 10, 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, October 14, 2019 at 7:00 pm**.

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



LANCASTER CITY COUNCIL

City Council Regular Meeting

12.

Meeting Date: 10/14/2019

Policy Statement: This request supports the City Council 2019-2020 Policy Agenda

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

Submitted by: Bester Munyaradzi, Senior Planner

Agenda Caption:

Z19-15 Conduct a public hearing and consider a rezoning request from Single-Family Residential (SF-4) to Neighborhood Services (NS). The properties are located on the northwest corner of Springcrest Circle and West Pleasant Run Road. The property is described as a tract of land recorded in Volume 42, Page 209, Deed Records, commonly addressed as 2105 and 2111 West Pleasant Run Road in the City of Lancaster, Dallas County, Texas.

Background:

1. **Location and Size:** The proposed properties are located on the northwest corner of Springcrest Circle and West Pleasant Run Road and are currently addressed as 2105 and 2111 West Pleasant Run Road. The property is a total of .70 acre in size.
2. **Current Zoning:** The subject properties are currently zoned as Single Family Residential (SF-4).
3. **Adjacent Properties:**
North: Single-family Residential (SF-4) - (Occupied Residence)
South: Agricultural - Open (A-O) - (Covenant Baptist Church)
East: Single-family Residential (SF-4) - (Blessed Rock of Deliverance Church)
West: Agricultural - Open (A-O) - (Vacant)
4. **Comprehensive Plan Compatibility:**
The Future Land Use Plan of the Comprehensive Plan identifies this site as suitable for commercial uses. The request is therefore consistent with the Future Land Use Plan of the Comprehensive Plan.

Operational Considerations:

This is a request to rezone the subject property from SF-4 to NS for the development of a commercial building with offices, salons, a studio and other uses on a .70 acre property. The current zoning only allows for primarily single family dwelling uses. The proposed zoning change would allow a limited retail category intended for use by the nearby neighborhood areas for the purpose of supplying day-to-day retail needs of the residents in the area, such as food, drugs and personal services.

The NS district occurs at limited corner locations on arterials in existing developments and is intended for small service areas in new developments. The average site is from ½ of one acre, up to 2 acres. The proposed NS compliments the residential uses to the north and is consistent with the Future Land Use Plan of the Comprehensive Plan.

Consistency with the Comprehensive Plan:

The Comprehensive Plan Future Land Use map designates this area as Commercial Node. Commercial nodes occur at major intersections or corridors that are identified throughout the City. Based on the place types, commercial nodes would allow community or regional commercial centers.

Potential Impact on Adjacent Development:

Properties to the north and east are zoned Single Family Residential (SF-4) and has a home and church on the properties respectively. The properties to the south and west are zoned Agricultural Open (A-O), has a church and is vacant on the properties respectively. This property serves as an ideal location for a commercial development as it is located directly adjacent to a major arterial and compliments existing neighboring residential subdivisions. If zoning is approved by City Council, the proposed NS development will be subject to the Lancaster Development Code, Subdivision Regulations and all other relevant City Codes.

Availability of utilities and access:

The subject site is served by City of Lancaster water and sanitary sewer. Utilities are existing on Springcrest Drive and Pleasant Run Road. Access to the site will be from Springcrest Drive.

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 commercial development and is consistent with the Future Land Use Plan of 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 August 27, 2019 a notice for this public hearing appeared in the Focus Daily Newspaper. 12 notifications of this public hearing were mailed to owners that are within 200 feet of the subject property. There was one (1) letter received in opposition and no letters in support of this request.

Options/Alternatives:

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

Recommendation:

On September 10, 2019, the Planning and Zoning Commission recommended approval of the request as presented and staff concurs with the Planning and Zoning Commission's recommendation.

Attachments

Ordinance

Location Map

Zoning Exhibit

2002 Future Land Use Map

2016 Future Land Use Map

Letter in Opposition

P&Z Draft Minutes (September 10, 2019)

P&Z Agenda Communication with Attachments (September 10, 2019)

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, CHANGING THE ZONING DESIGNATION ON APPROXIMATELY .70 ACRE OF LAND GENERALLY LOCATED ON THE NORTHWEST CORNER OF SPRINGCREST CIRCLE AND WEST PLEASANT RUN ROAD WITH ADDRESSES OF 2105 AND 2111 WEST PLEASANT RUN ROAD FROM SF-4 SINGLE FAMILY RESIDENTIAL DISTRICT TO NS, NEIGHBORHOOD SERVICES 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 SF-4, Single Family Residential District to NS, Neighborhood Services, 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.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 14th day of October, 2019.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor







APPROVED AS TO FORM:

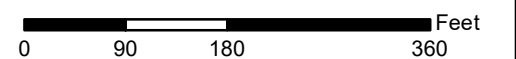
David T. Ritter, City Attorney



City of Lancaster
2105 & 2111 W. Pleasant Run Rd.
Zoning: SF-4

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.

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



date: 07/03/2019





LEGEND	
IRF	IRON ROD FOUND
CIRS	CAPPED IRON ROD SET
C.M.	STAMPED "GSI SURVEYING" CONTROLLING MONUMENT

MARY RICH
VOLUME 95134, PAGE 1390
D.R.D.C.T.

OWNER:
WENDELL LOCKHART
4041 W WHEATLAND RD., SUITE 106
DALLAS, TEXAS

0.344 Acres
LOT 1, BLOCK B
SPRING VALLEY ADDITION
VOLUME 42, PAGE 209
D.R.D.C.T.

0.352 Acres
LOT 2, BLOCK B
SPRING VALLEY ADDITION
VOLUME 42, PAGE 209
D.R.D.C.T.

LOT 3, BLOCK B
SPRING VALLEY ADDITION
VOLUME 42, PAGE 209
D.R.D.C.T.

IRF
C.M.
N:6907183.73
E:2491040.58

IRF
C.M.
N:6907034.00
E:2491043.64

CHARLES WALDROP
VOLUME 93024, PAGE 630
D.R.D.C.T.

SPRINGCREST CIR.
(A 60' R.O.W.)

CENTERLINE

W PLEASANT RUN ROAD
(A 100' R.O.W.)

OWNER:
WENDELL LOCKHART
4041 W WHEATLAND RD., SUITE 106
DALLAS, TEXAS

ZONING EXHIBIT
SHOWING LOTS 1 AND 2, BLOCK B, SPRING VALLEY
ADDITION, CITY OF LANCASTER, DALLAS COUNTY, TEXAS,
RECORDED IN VOLUME 42, PAGE 209, DALLAS COUNTY, TEXAS

SURVEYOR'S NOTES:
1. ALL BEARINGS SHOWN HEREON ARE CORRELATED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202), NAD83 (NA 2011).
2. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A COPY OF A COMMITMENT FOR TITLE INSURANCE.
3. THE SURVEY PERFORMED ON THE GROUND OF THE SUBJECT PROPERTY AND THE PREPARATION OF A DEPICTION OF THE RESULTS THEREOF ON THIS SURVEY EXHIBIT WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE, THEREFORE THERE MAY BE EASEMENTS OR OTHER MATTERS THAT COULD EXIST AND ARE NOT SHOWN.
4. () DENOTES RECORD DATA.
5. CURRENT ZONING SF-4, RESIDENTIAL LOW DENSITY.
6. PROPOSED ZONING NSR, NEIGHBORHOOD SERVICE RETAIL.

8/19/19
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6084



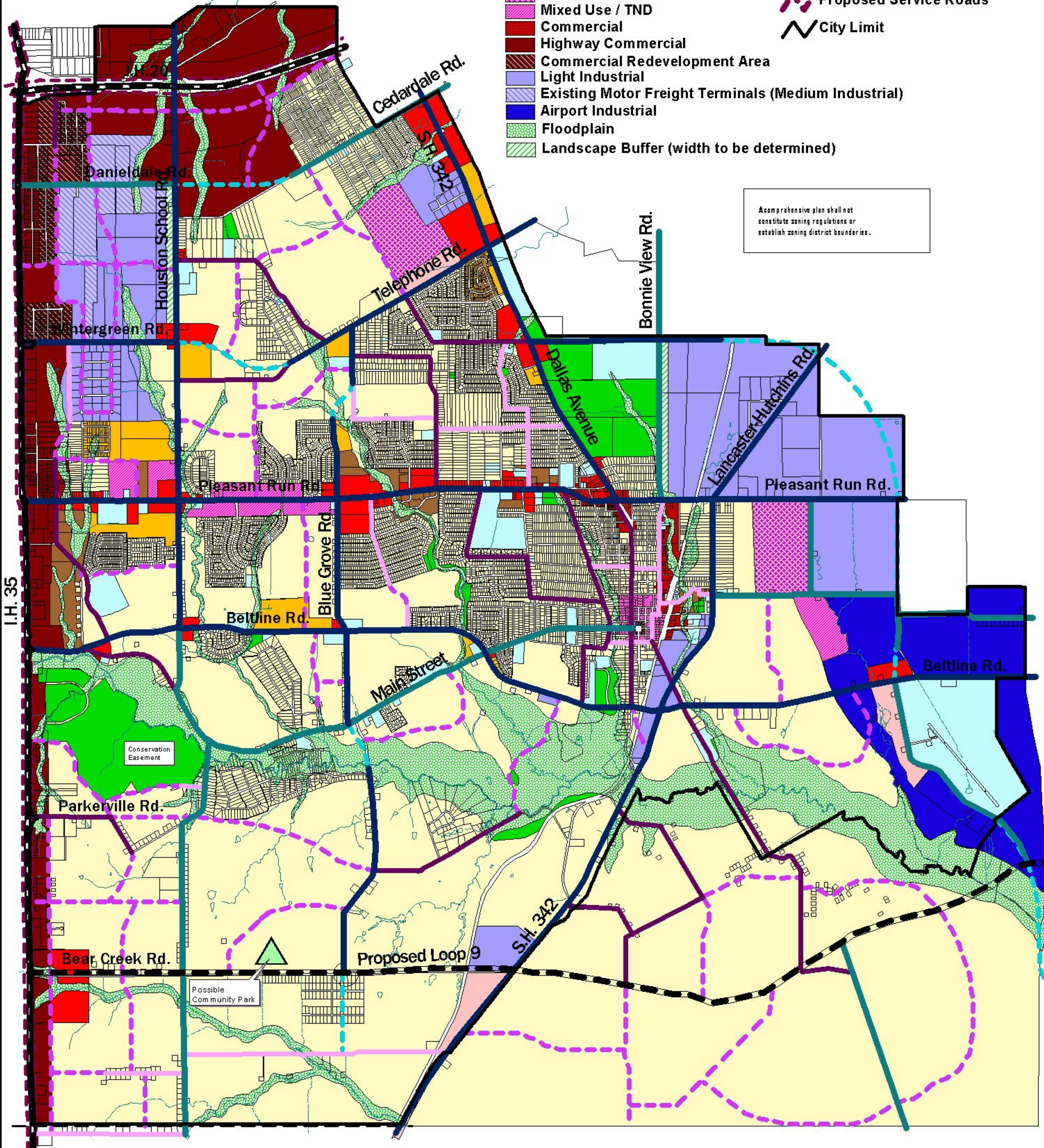
GEOMATIC SOLUTIONS, INC.
3000 S. HULEN, SUITE 124-236, FORT WORTH, TEXAS
OFFICE: 817-487-8916
TBPLS FIRM NO. 10184400, SHELBY@GSISURVEY.COM

Scale: 1"=10'	Date: 7/1/19	DWG: 2018498-ZONE EXH
Drawn: OF	Checked: SJH	Job: 2018-498

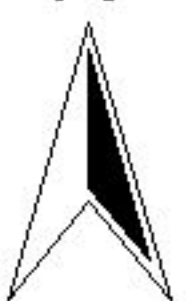
Legend

- | | | | |
|--|--|--|---------------------------|
| | 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

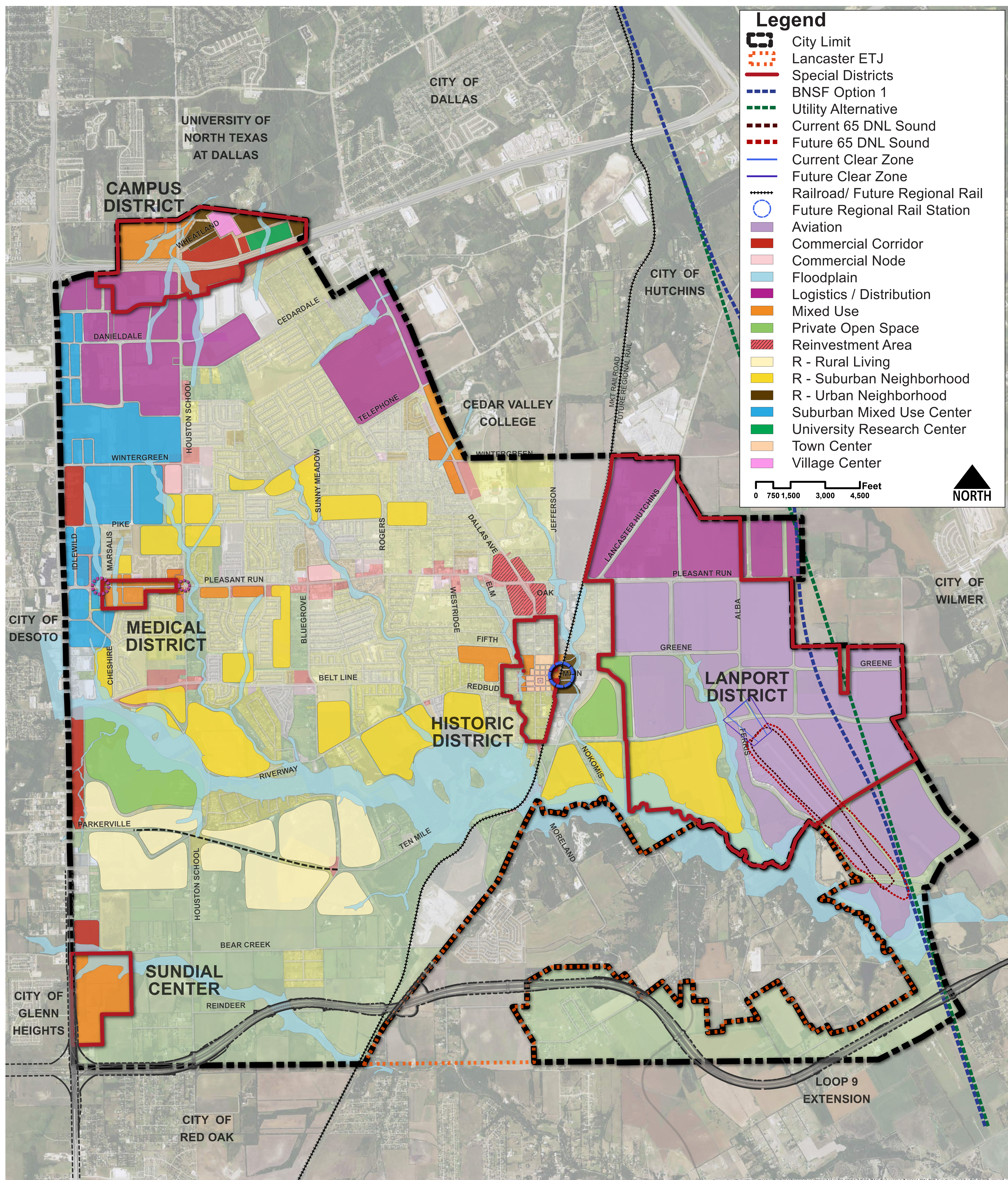


Dunkin Sefko & Associates, Inc.
Urban Planning Consultants
Adopted February 25, 2002

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: 8/23/2019

NOTICE OF PUBLIC HEARING

TO: Property Owner

RE: **Case No. Z19-15:** to conduct a public hearing and consider a rezoning request from Single Family-Residential (SF-4) to Neighborhood Services (NS). The properties are located on the northwest corner of Springcrest Circle and West Pleasant Run Road and are currently addressed as 2105 and 2111 West Pleasant Run Road.

LOCATION: The properties are located on the northwest corner of Springcrest Circle and West Pleasant Run Road and are currently addressed as 2105 and 2111 West Pleasant Run Road.

EXPLANATION OF REQUEST: The applicant is requesting to rezone the properties from single-family residential (SF-4) to Neighborhood Services (NS).

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

☒ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: We do not need Neighborhood Services

SIGNATURE: Mary D. Rich

ADDRESS: 1509 Springcrest Circle

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, September 10, 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, October 14, 2019 at 7:00 pm**.

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, August 30, 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 972-275-1862

RETURN BY FAX OR MAIL

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

12 Notices were mailed on 8/23/2019

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



MINUTES

PLANNING & ZONING COMMISSION SPECIAL MEETING OF SEPTEMBER 10, 2019

The Planning and Zoning Commission of the City of Lancaster, Texas, met in a Special Session in the Council Chambers of City Hall on September 10, 2019 at 7:15 p.m. with a quorum present to-wit:

Commissioners Present:

Jeremy Reed, Chair
Ernest Casey
Isabel Aguilar
Tamika Whitfield, Alternate

Commissioners Absent:

Ty G. Jones, Vice-Chair
Lawrence Prothro

City Staff:

Bester Munyaradzi, Senior Planner

PUBLIC TESTIMONY:

No one spoke.

Call to order:

Chair Reed called the meeting to order at 7:15 p.m. on September 10, 2019.

CONSENT AGENDA:

Chair Reed read the consent agenda.

1. Consider approval of minutes from the Planning and Zoning Commission Regular Meeting held on August 6, 2019.
2. HLPC19-07 Discuss and consider a Certificate of Appropriateness (COA) for the construction of a new 2,112 square feet home on the property located at 114 Hackberry Street, Lancaster, Dallas County, Texas.
3. PS19-18 Consider a request for approval of a preliminary plat for Shahla Homes Addition, being Lots 1-6, Block A; Lots 1-2, Block B; Lots 1-15, Block C; Lots 1-11, Block D; Lots 1-8, Block E and Lots 1-10, Block F on approximately 10.8 acres, addressed as 966 North Bluegrove Road. The property is described as a tract of land situated in the A. Bledsoe Survey, Abstract No. 113, in the City of Lancaster, Dallas County, Texas.
4. PS19-22 Discuss and consider a request for approval of a preliminary plat for Rolling Meadows Phase 3, being 87 residential lots and two (2) open space lots on approximately 21.14 acres. It is located north of Belt Line Road and east of Rolling Hills Place and is approximately 21.14 acres in size. The property is more particularly described as property located in the Valentine Wampler Survey, Abstract No. 1546, G.K. Sneed Survey, Abstract No. 1278 and J.M. Rawlins Survey, Abstract No. 1208 in the City of Lancaster, Dallas County, Texas.

MOTION: Commissioner Aguilar made a motion, seconded by Commissioner Prothro to approve items 1-4. The vote was cast 4 for, 0 against. [Ty G. Jones and Casey absent]

PUBLIC HEARING:

- 5. Z19-10 Conduct a public hearing and consider a Specific Use Permit (SUP) request for in-home daycare at a property addressed as 3116 Prairie Aster Drive; Lot 12 Block F in Meadowview Phase Two subdivision. The property is located within the J.L. Samson Survey, Abstract No. 1311 City of Lancaster, Dallas County, Texas.**

Senior Planner Munyaradzi gave the staff report and stated that this is a request for in-home daycare for up to 12 children. At the moment, the in-home daycare has 5 children and has been in operation and registered since October 2009. The Lancaster Development Code (LDC) requires all in-home day cares in all residential zoning districts to obtain a Specific Use Permit (SUP). The applicant is therefore seeking to bring the business into compliance with the City requirements. In-home day cares are classified as Home Occupation and required to meet Home Occupation regulations. Staff recommends approval of this request subject to stipulations specified in the staff report.

Commissioner Aguilar asked staff to clarify the need for the Specific Use Permit. She also asked if they have to be in compliance with the Texas Department of Family Protective Services. Senior Planner Munyaradzi stated that the LDC requires in-home daycare operators to obtain an SUP and that all in-home daycares have to be in compliance with all state and City regulations.

Chair Reed opened the public hearing.

Applicant, Ms. Delores Chaney, 3116 Prairie Aster Drive, owner and operator of the in-home daycare spoke in favor of the request. She also stated that she was approved for a Certificate of Occupancy in 2009 by the Fire Marshall and did not feel the Specific Use Permit (SUP) was fair. Senior Planner Munyaradzi noted that staff had met and spoke with the applicant prior and alerted the applicant that the Certificate of Occupancy from the Fire Marshall did not exempt her from obtaining the SUP as required by the LDC.

MOTION: Commissioner Casey made a motion, seconded by Commissioner Aguilar to close the public hearing. The vote was cast 4 for, 0 against. [Ty G. Jones and Prothro absent.]

Commissioner Whitfield asked for clarification of the Specific Use Permit (SUP) and the need for a resubmittal if she received a Certificate of Occupancy in 2009. Senior Planner Munyaradzi contended that the Certificate of Occupancy was issued in error.

MOTION: Commissioner Aguilar made a motion, seconded by Commissioner Whitfield to approve item 5 subject to stipulation stated in the staff report. The vote was cast 4 for, 0 against. [Ty G. Jones and Prothro absent.]

6. **Z19-12 Conduct a public hearing and consider a Specific Use Permit (SUP) request for in-home daycare at a property addressed as 1440 Gentle Rain Drive; Lot 5 Block L in Meadowview Phase One subdivision. The property is located within the J.L. Samson Survey, Abstract No. 1311 City of Lancaster, Dallas County, Texas.**

Senior Planner Munyaradzi stated that the applicant requested that this item be postponed until the November 5, 2019 Planning & Zoning Commission meeting and staff recommend that the item be postponed per applicant's request.

MOTION: Commissioner Aguilar made a motion, seconded by Commissioner Casey to postpone item 6 to the November 5, 2019 Planning & Zoning Commission meeting. The vote was cast 4 for, 0 against. [Ty G. Jones and Prothro absent.]

7. **Z19-15 Conduct a public hearing and consider a rezoning request from Single-Family Residential (SF-4) to Neighborhood Services (NS). The properties are located on the northwest corner of Springcrest Circle and West Pleasant Run Road. The property is described as a tract of land recorded in Volume 42, Page 209, Deed Records, in the City of Lancaster, Dallas County, Texas.**

Senior Planner Munyaradzi gave the staff report and stated that this is a request to rezone from SF-4 to Neighborhood Service (NS) for a commercial building development on 0.70 acre property. The current zoning only allows single family dwelling uses and the proposed zoning change would allow limited retail intended for day-to-day retail needs for surrounding neighborhoods. The Future Land Use Plan of the Comprehensive Plan indicates that this area is intended for commercial development and the proposed NS is therefore consistent with the Future Land Use Plan of the Comprehensive Plan. Therefore staff recommends approval of the request as presented.

Chair Reed opened the public hearing.

No one spoke.

MOTION: Commissioner Casey made a motion, seconded by Commissioner Aguilar to close the public hearing. The vote was cast 4 for, 0 against. [Ty G. Jones and Prothro absent.]

Commissioner Whitfield asked if specific uses were stated for NS. Senior Planner Munyaradzi stated the uses given in the staff report.

Commissioner Aguilar asked if the rezoning is part of the Comprehensive Plan and Senior Planner Munyaradzi noted that the request was consistent with Future Land Use Plan of the Comprehensive Plan.

MOTION: Commissioner Aguilar made a motion, seconded by Commissioner Casey to approve item 7. The vote was cast 3 for, 1 against. [Ty G. Jones and Prothro absent.]

8. Z19-16 Conduct a public hearing and consider a Specific Use Permit (SUP) request for in-home daycare at a property addressed as 1909 Enchanted Lane; Lot 5A Block E in Enchanted Forest Addition subdivision. The property is located in Volume 85107 and Page 2018 in the City of Lancaster, Dallas County, Texas.

Senior Planner Munyaradzi gave the staff report and stated that this is a request for an in-home daycare for up to 12 children. At the moment, the in home daycare has six (6) children and has been in operation and registered since August 2014. The LDC requires in-home day cares in all residential zoning districts to obtain SUP. The applicant is therefore seeking to bring the business into compliance with the City requirements. In-home day cares are classified as Home Occupation and required to meet Home Occupation regulations. Staff recommends approval of this request subject to stipulations specified in the staff report.

Chair Reed opened the public hearing.

Applicant, Ms. Lashun Williams, 1909 Enchanted Lane, spoke in favor of the request.

MOTION: Commissioner Aguilar made a motion, seconded by Commissioner Casey to close the public hearing. The vote was cast 4 for, 0 against. [Ty G. Jones and Prothro absent.]

MOTION: Commissioner Aguilar made a motion, seconded by Commissioner Casey to approve item 8 subject to stipulations stated in the staff report. The vote was cast 4 for, 0 against. [Ty G. Jones and Prothro absent.]

9. Z19-17 Conduct a public hearing and consider a rezoning request from Agricultural Open (A-O) to Single Family Residential Estate (SF-E). The property is addressed as 913 Ten Mile Road. It is further described as a 4.172 tract of land situated in the Arthur Eldridge Survey, Abstract No. 449, City of Lancaster, Dallas County, Texas.

Senior Planner Munyaradzi gave the staff report and stated that this is a request to rezone the subject property from Agriculture Open (A-O) to Single Family-Estate (SF-E) on 4.17 acre lot for single family home development. The current zoning only allows agricultural uses with one (1) single family dwelling on five (5) or more acres. SF-E zoning allows one (1) dwelling unit per acre. The Comprehensive Plan Future Land Use map designates this area as Rural Living. The proposed zoning change is therefore consistent with the Future Land Use Plan of the Comprehensive Plan. Staff recommends approval of the request as presented.

Chair Reed opened the public hearing. No one spoke.

MOTION: Commissioner Casey made a motion, seconded by Commissioner Aguilar to close the public hearing. The vote was cast 4 for, 0 against. [Ty G. Jones and Prothro absent.]

MOTION: Commissioner Aguilar made a motion, seconded by Commissioner Casey to approve item 9. The vote was cast 4 for, 0 against. [Ty G. Jones and Prothro absent.]

- 10. Z19-18 Conduct a public hearing and consider a rezoning request from Agricultural Open (A-O) to Single Family Residential Estate (SF-E). The property is addressed as 1517 Raintree Drive. It is further described as a tract of land situated in the M.H. Lavender Survey, Abstract No. 765 in the City of Lancaster, Dallas County, Texas**

Senior Planner Munyaradzi gave the staff report and stated that this is a request to rezone the subject property from Agriculture Open (A-O) to Single Family-Estate (SF-E) on 1.8 acre lot for single family home development. The current zoning only allows agricultural uses with one (1) single family dwelling unit on five (5) or more acres. SF-E zoning allows one (1) dwelling unit per acre. The Comprehensive Plan Future Land Use map designates this area as Rural Living. The zoning change request is therefore consistent with the Comprehensive Plan and staff recommends approval of the request as presented.

Chair Reed opened the public hearing. No one spoke.

MOTION: Commissioner Aguilar made a motion, seconded by Commissioner Casey to close the public hearing. The vote was cast 4 for, 0 against. [Ty G. Jones and Prothro absent.]

MOTION: Commissioner Aguilar made a motion, seconded by Commissioner Casey to approve item 10. The vote was cast 4 for, 0 against. [Ty G. Jones and Prothro absent.]

MOTION: Commissioner Aguilar made a motion, seconded by Commissioner Casey to adjourn. The vote was cast 4 for, 0 against. [Ty G. Jones and Prothro absent.]

The meeting was adjourned at 7:46 p.m.

ATTEST:

APPROVED:

Bester Munyaradzi, Senior Planner

Jeremy Reed, Chair

CITY OF LANCASTER'S BOARDS AND COMMISSIONS

Planning & Zoning Commission

7.

Meeting Date: 09/10/2019

Policy Statement: This request supports the City Council 2019-2020 Policy Agenda

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

Submitted by: Bester Munyaradzi, Senior Planner

Agenda Caption:

Z19-15 Conduct a public hearing and consider a rezoning request from Single-Family Residential (SF-4) to Neighborhood Services (NS). The properties are located on the northwest corner of Springcrest Circle and West Pleasant Run Road. The property is described as a tract of land recorded in Volume 42, Page 209, Deed Records, in the city of Lancaster, Dallas County, Texas.

Background:

1. **Location and Size:** The proposed properties are located on the northwest corner of Springcrest Circle and West Pleasant Run Road and are currently addressed as 2105 and 2111 West Pleasant Run Road. The property is a total of .70 acre in size.
2. **Current Zoning:** The subject properties are currently zoned as Single Family Residential (SF-4).
3. **Adjacent Properties:**
North: Single-family Residential (SF-4) - (Occupied Residence)
South: Agricultural - Open (A-O) - (Covenant Baptist Church)
East: Single-family Residential (SF-4) - (Blessed Rock of Deliverance Church)
West: Agricultural - Open (A-O) - (Vacant)
4. **Comprehensive Plan Compatibility:**
The Future Land Use Plan of the Comprehensive Plan identifies this site as suitable for commercial uses. The request is therefore consistent with the Future Land Use Plan of the Comprehensive Plan.

Operational Considerations:

This is a request to rezone the subject property from SF-4 to NS for the development of a commercial building with offices, salons, a studio and other uses on a .70 acre property. The current zoning only allows for primarily single family dwelling uses. The proposed zoning change would allow a limited retail category intended for use by the nearby neighborhood areas for the purpose of supplying day-to-day retail needs of the residents in the area, such as food, drugs and personal services.

The NS district occurs at limited corner locations on arterials in existing developments and is intended for small service areas in new developments. The average site is from ½ to one acre, up to 2 acres. The proposed NS compliments the residential uses to the north and is consistent with the Future Land Use Plan of the Comprehensive Plan.

Consistency with the Comprehensive Plan:

The Comprehensive Plan Future Land Use map designates this area as Commercial Node. Commercial nodes occur at major intersections or corridors that are identified throughout the City. Based on the place types, commercial nodes would allow community or regional commercial centers.

Potential Impact on Adjacent Development:

Properties to the north and east are zoned Single Family Residential (SF-4) and has a home and church on the properties respectively. The properties to the south and west are zoned Agricultural Open (A-O), has a church and is vacant on the properties respectively. This property serves as an ideal location for a commercial development as it is located directly adjacent to a major arterial and compliments existing neighboring residential subdivisions. If zoning is approved by City Council, the proposed NS development will be subject to the Lancaster Development Code, Subdivision Regulations and all other relevant City Codes.

Availability of utilities and access:

The subject site is served by City of Lancaster water and sanitary sewer. Utilities are existing on Springcrest Drive and Pleasant Run Road. Access to the site will be from Springcrest Drive.

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 commercial development and is consistent with the Future Land Use Plan of 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 August 27, 2019 a notice for this public hearing appeared in the Focus Daily Newspaper. 12 notifications of this public hearing were mailed to owners that are within 200 feet of the subject property. There was one (1) letter received in opposition and no letters in support 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

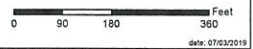
Location Map
Zoning Exhibit
2002 Future Land Use Map
2016 Future Land Use Map
Letter in Opposition



City of Lancaster
2105 & 2111 W. Pleasant Run Rd.
Zoning: SF-4

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.

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



LEGEND
 BOUNDARY LINE
 CENTERLINE
 CONVEYANCE BOUNDARY
 CONVEYANCE BOUNDARY

MARY RICH
 VOLUME 2804, PAGE 1398
 B.R.D.C.T.

DWEE
 WENDELL LOCKHART
 4041 W. HEARLAND RD., SUITE 106
 DALLAS, TEXAS

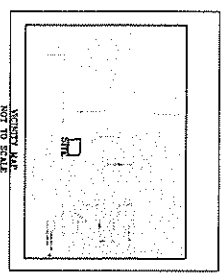
0.344 Acres
 LOT 1, BLOCK B
 SPRING VALLEY ADDITION
 VOLUME 42, PAGE 209
 B.R.D.C.T.

0.352 Acres
 LOT 2, BLOCK B
 SPRING VALLEY ADDITION
 VOLUME 42, PAGE 209
 B.R.D.C.T.

LOT 3, BLOCK B
 SPRING VALLEY ADDITION
 VOLUME 42, PAGE 209
 B.R.D.C.T.

186753.57 S. 106.41 E.
 133.15' 107.1' 134.59'

N 63.07193 S
 E 269.10101 S



VEGETATION
 NOT TO SCALE

CHARLES VALDORP
 VOLUME 2804, PAGE 630
 B.R.D.C.T.

135.57' 2.2' W. 100.00'

306.1' 2.2' W. 106.38'

W PLEASANT RUN ROAD
 (A 100' R.O.W.)

CENTERLINE

NOTES:
 1. ALL EXISTING LOT LINES ARE CONTAINED IN THE BOUNDARY LINE. EXISTING LOT LINES ARE NOT TO BE USED TO DETERMINE THE BOUNDARY LINE.
 2. THE BOUNDARY LINE IS BASED ON THE SURVEY OF THE CITY OF DALLAS, TEXAS, AND IS NOT TO BE USED TO DETERMINE THE BOUNDARY LINE.
 3. THE BOUNDARY LINE IS BASED ON THE SURVEY OF THE CITY OF DALLAS, TEXAS, AND IS NOT TO BE USED TO DETERMINE THE BOUNDARY LINE.
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CENTERLINE

DWEE
 WENDELL LOCKHART
 4041 W. HEARLAND RD., SUITE 106
 DALLAS, TEXAS

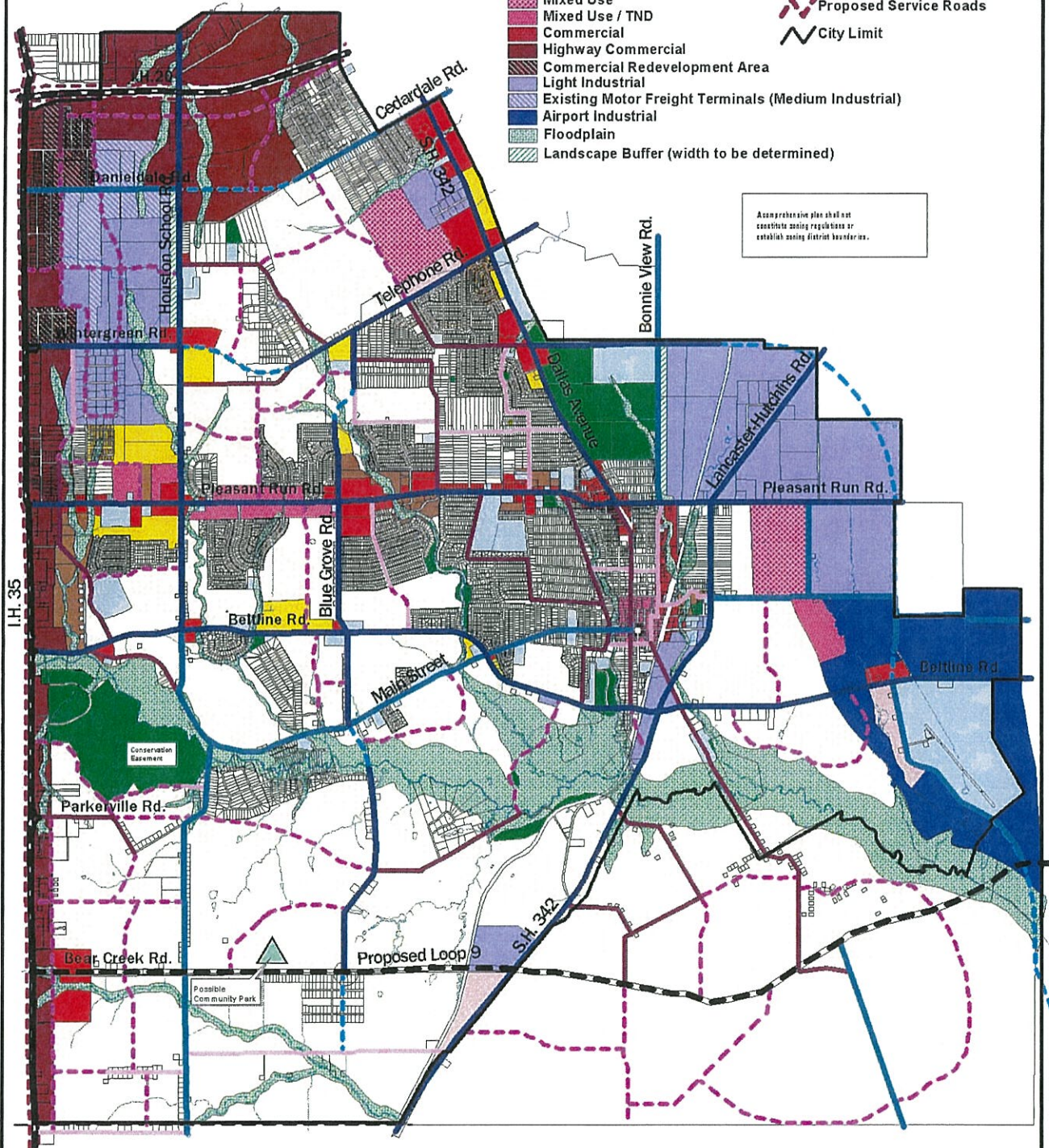
ZONING EXHIBIT
 SHOWING LOTS 1 AND 2, BLOCK B, SPRING VALLEY
 ADDITION, CITY OF LANCASTER, DALLAS COUNTY, TEXAS,
 RECORDED IN VOLUME 42, PAGE 209, DALLAS COUNTY, TEXAS

GEOMATIC SOLUTIONS, INC.
 3808 S. HULEN, SUITE 1225, FORT WORTH, TEXAS
 TEL: 817.482.8816 FAX: 817.482.8816
 WWW.GEOMATIC.COM
 Code: 1-10 Date: 7/1/13 Job: 2018438-2018 EXN
 Drawn by: Checked: SH Job: 2018-438

Legend

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

Assessment plan shall not constitute zoning regulations or establish zoning district boundaries.

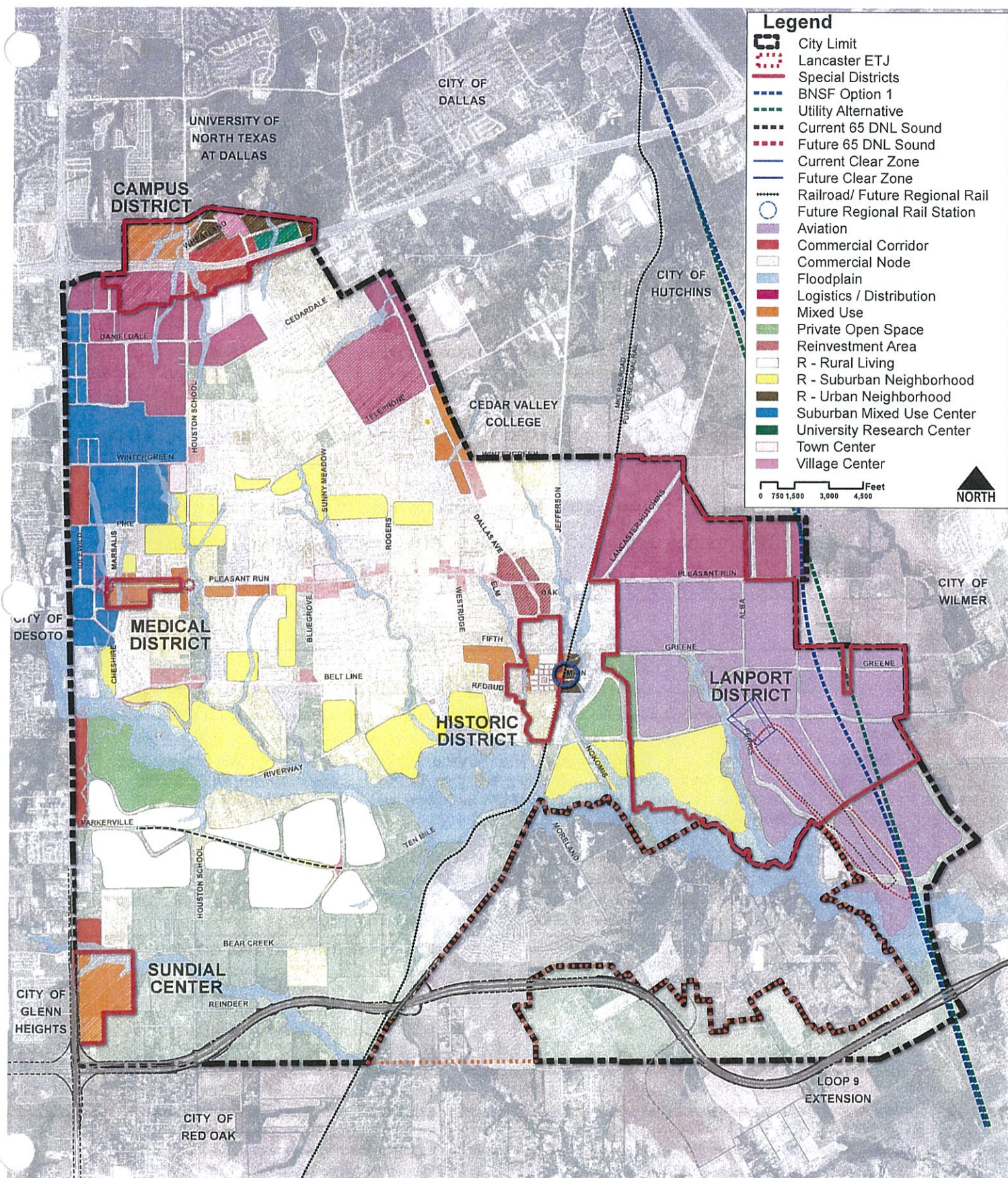


Dunkin Sefko & Associates, Inc.
Urban Planning Consultants
Adopted February 25, 2002

2000 0 2000 4000 6000 Feet

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

Preferred Scenario



LANCASTER COMPREHENSIVE PLAN

JACOBS



Lancaster, Texas

November 2015



CITY OF LANCASTER

SHINING STAR OF TEXAS

Planning Department

Date: 8/23/2019

NOTICE OF PUBLIC HEARING

TO: Property Owner

RE: **Case No. Z19-15:** to conduct a public hearing and consider a rezoning request from Single Family-Residential (SF-4) to Neighborhood Services (NS). The properties are located on the northwest corner of Springcrest Circle and West Pleasant Run Road and are currently addressed as 2105 and 2111 West Pleasant Run Road.

LOCATION: The properties are located on the northwest corner of Springcrest Circle and West Pleasant Run Road and are currently addressed as 2105 and 2111 West Pleasant Run Road.

EXPLANATION OF REQUEST: The applicant is requesting to rezone the properties from single-family residential (SF-4) to Neighborhood Services (NS).

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

☒ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: We do not need Neighborhood Services

SIGNATURE: Mary H. Rich

ADDRESS: 1509 Springcrest Circle

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, September 10, 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, October 14, 2019 at 7:00 pm**.

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, August 30, 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 972-275-1862

RETURN BY FAX OR MAIL

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

12 Notices were mailed on 8/23/2019

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



LANCASTER CITY COUNCIL

City Council Regular Meeting

13.

Meeting Date: 10/14/2019

Policy Statement: This request supports the City Council 2019-2020 Policy Agenda

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

Submitted by: Bester Munyaradzi, Senior Planner

Agenda Caption:

Z19-16 Conduct a public hearing and consider a Specific Use Permit (SUP) request for an in-home day care at a property addressed as 1909 Enchanted Lane; Lot 5A Block E in Enchanted Forest Addition Subdivision. The property is located in Volume 85107 and Page 2018 in the City of Lancaster, Dallas County, Texas.

Background:

The Texas Department of Family and Protective Services require in-home daycare operators to meet local government requirements as part of the State minimum guidelines for licensing and fire safety inspection is one of the State requirements. The Lancaster Development Code (LDC) requires in-home day cares to obtain a Specific Use Permit (SUP) in all Residential zoning districts.

An SUP is required for any use identified in the Land Use Table as requiring one and the intent is to authorize and regulate a use not normally permitted in a district which could benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established for such use during the review of the SUP application.

The Planning and Zoning Commission in considering and determining its recommendations to the City Council on any request for an SUP may require from the applicant plans, information, operating data and expert evaluation concerning the location and function and characteristics of any building or use proposed. The City Council may, in the interest of public welfare and to assure compliance of this Ordinance, establish conditions of operation, location, arrangement and construction of any use for which a permit is authorized. In authorizing the location of any of the uses listed as Specific Use Permits, the City Council may impose such development standards and safeguards as the conditions and locations indicate important to the welfare and protection of adjacent property from excessive noise, vibration, dust, smoke, fumes, gas, odor, explosion, glare, offensive view or other undesirable or hazardous conditions.

Operational Considerations:

This is a request for an in-home daycare for up to 12 children and currently has six (6) children in the home (one 19 month old, one 3 year old, one 2 ½ year old, two-4 year olds, and one-7 year old). The in-home daycare was licensed and has been in operation since August 2014. As noted above, the LDC requires in-home day cares to obtain a Specific Use Permit (SUP) in a II residential zoning districts. The applicant is therefore seeking to bring the business into compliance with the City's requirements.

In-home day cares are classified as Home Occupation and operators must meet Sec.14.402 Use Standards, Subsection (b) Residential and Lodging Use Conditions (7) Home Occupation regulations of the Lancaster Development code which is as follows:

(7) Home Occupation Regulations

- A. **Incidental to Primary use.** The use must clearly be incidental and secondary to the primary use of the property as a residence.
- B. **Employees.** No more than two (2) people outside the family may be employed in the home occupation.
- C. **Exterior Indication.** There shall be no exterior display, exterior storage of materials, and no other exterior indication of the home occupation or variation from the residential character of the principal building.
- D. **Traffic.** No more traffic shall be generated by such home occupation than would normally be expected in the neighborhood.
- E. **Parking.** In addition to the off-street parking required for the residence, adequate additional off-street parking shall be provided for the vehicles of each employee and the maximum number of users the home occupation may attract, one (1) additional parking space at the rest of the house shall be provided.
- F. **Nuisance.** No nuisance, offensive noise, vibration, smoke, dust, odors, heat, glare, or electrical disturbance shall be generated.
- G. **Excluded Uses.** A home occupation may not be interpreted to include the following: facilities for repair of motor vehicles, small motors, daycare center, or uses which utilize flammable or hazardous materials.

Staff Assessment and Comments

Traffic Circulation - Pick Up and Drop Off (Loading)

The subject property is a lot in a residential neighborhood with front entry served properties. Parents park in front of the home to pick up and drop off the children. There are four (4) parking spaces in the property owner's driveway and three (3) in the front of the home. Traffic movement in and around the subject property will not cause traffic issues for parents dropping and picking up children nor residents along Enchanted Lane as well as the general neighborhood.

Incidental Use:

The subject property is primarily residential and the in-home daycare is a secondary use to the residential use. The operator is the primary care provider and there is one (1) substitute caregiver that assists once every other month. The in-home daycare is operational Monday through Friday from 6:30 a.m. to 5:30 p.m.

Exterior:

Site inspection and visitation of the subject property exhibited no exterior indication and display of in-home daycare operation from Enchanted Lane.

Staff recommends that the applicant meet the requirements of Section 14.402 Home Occupation and recommends approval of the request for SUP 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 micro-chipping.

Public Information Considerations:

On August 27, 2019 a notice for this public hearing appeared in the Focus Daily Newspaper. 30 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. There was one (1) letter received in support and none 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 September 10, 2019 the Planning and Zoning Commission recommended approval of the request for the SUP 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's recommendation.

Attachments

Ordinance

Location Map

Daycare Map (Provided by Staff)

Pictures (Provided by Staff)

Letter In Support

P&Z Draft Minutes (September 10, 2019)

P&Z Agenda Communication with Attachments (September 10, 2019)

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, AMENDING ORDINANCE NO. 2006-04-13, (THE LANCASTER DEVELOPMENT CODE) AND ZONING MAP OF THE CITY OF LANCASTER AS AMENDED, BY GRANTING A SPECIFIC USE PERMIT (SUP) FOR IN-HOME DAY CARE AT THE PROPERTY LOCATED AT 1909 ENCHANTED LANE; LOT 5A BLOCK E IN ENCHANTED FOREST ADDITION SUBDIVISION; THE CITY OF LANCASTER, DALLAS COUNTY, TEXAS; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OR FINE NOT TO EXCEED THE SUM OF TWO THOUSAND (\$2,000.00) DOLLARS FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lancaster has received a request for a Specific Use Permit; and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Lancaster, in compliance with the laws of the State of Texas with reference to the granting of a Specific Use Permit, have given the requisite notices by publication and otherwise, and have held the required hearings and afforded a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof.

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

SECTION 1. That per Zoning Case No. Z19-16, the Lancaster Development Code and zoning map of the City of Lancaster, be hereby amended to grant a Specific Use Permit for In-Home Day Care to be operated at the property located at 1909 Enchanted Lane; Lot 5A Block E in Enchanted Forest Addition Subdivision.

SECTION 2. That the following special development conditions are hereby incorporated and attached, and the specific use permit granted herein is conditioned on the following: 1) Less than six (6) children under the age of two and half [2 1/2] years old 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 [2 1/2] years old are kept on the premise, an automatic fire sprinkler system is required; 3) Compliance with In Home Occupation Regulations; and 4) Confirmation by Animal Services that all animals kept on-site meet state and local regulations regarding immunizations and microchipping.

SECTION 3. Ordinance Number 2006-04-13, the Lancaster Development Code of the City of Lancaster, Texas, as amended, shall remain in full force and effect, save and except as amended by this ordinance.

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

SECTION 5. Any person, firm or corporation violating any of the provisions of this ordinance or the Lancaster Development Code of the City of Lancaster, Texas, as amended hereby, shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court of the City of Lancaster, Texas, shall be subject to a fine not to exceed the sum of two thousand (\$2,000.00) dollars for each offense, and each and every day such offense shall continue shall be deemed to constitute a separate offense.

SECTION 6. This ordinance shall take effect immediately from and after its passage and the publication of the caption as the law and charter in such cases provide.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 14th day of October, 2019.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

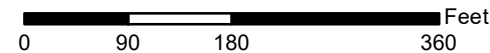
David T. Ritter, City Attorney



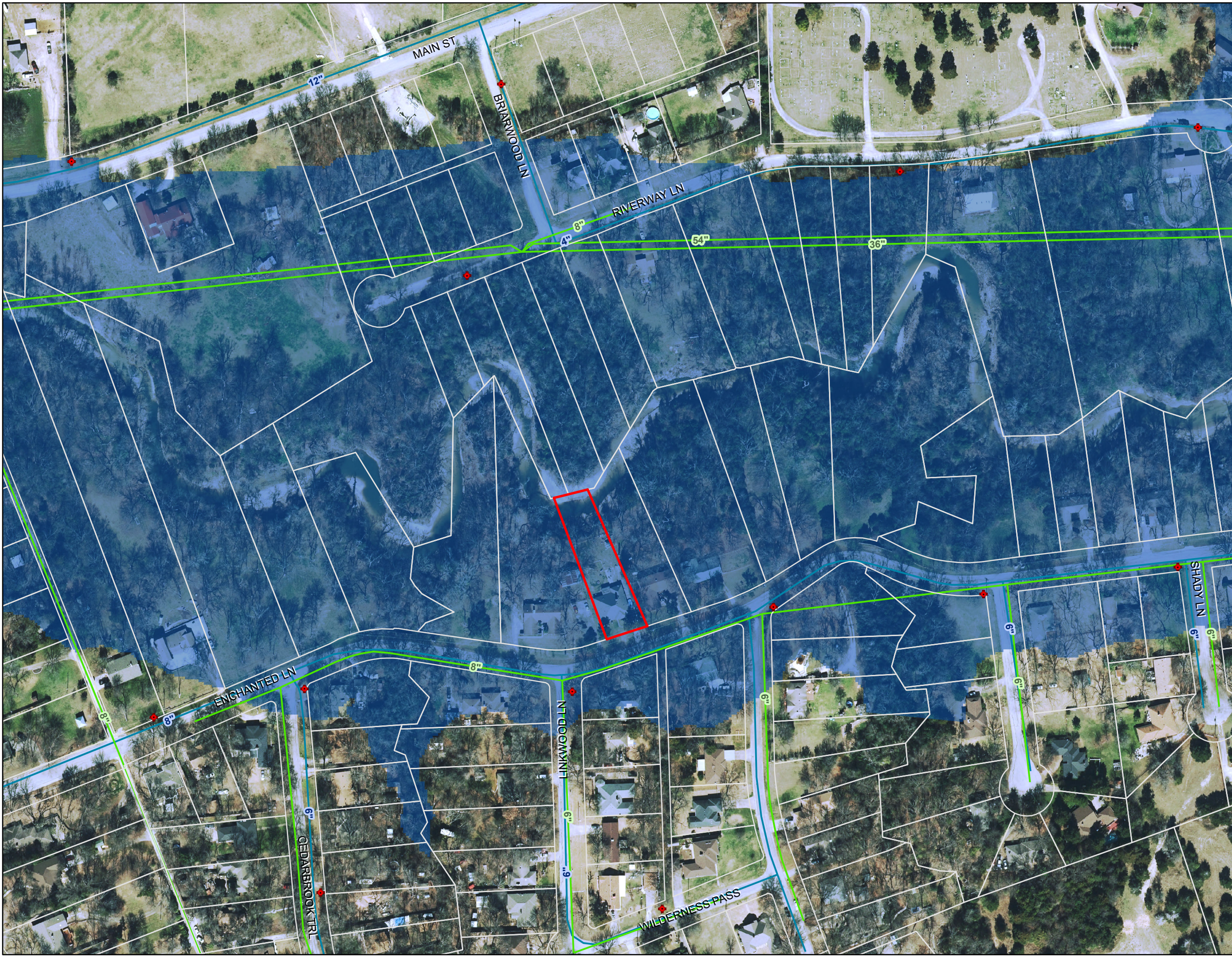
City of Lancaster 1909 Enchanted Lane Zoning: SF-4

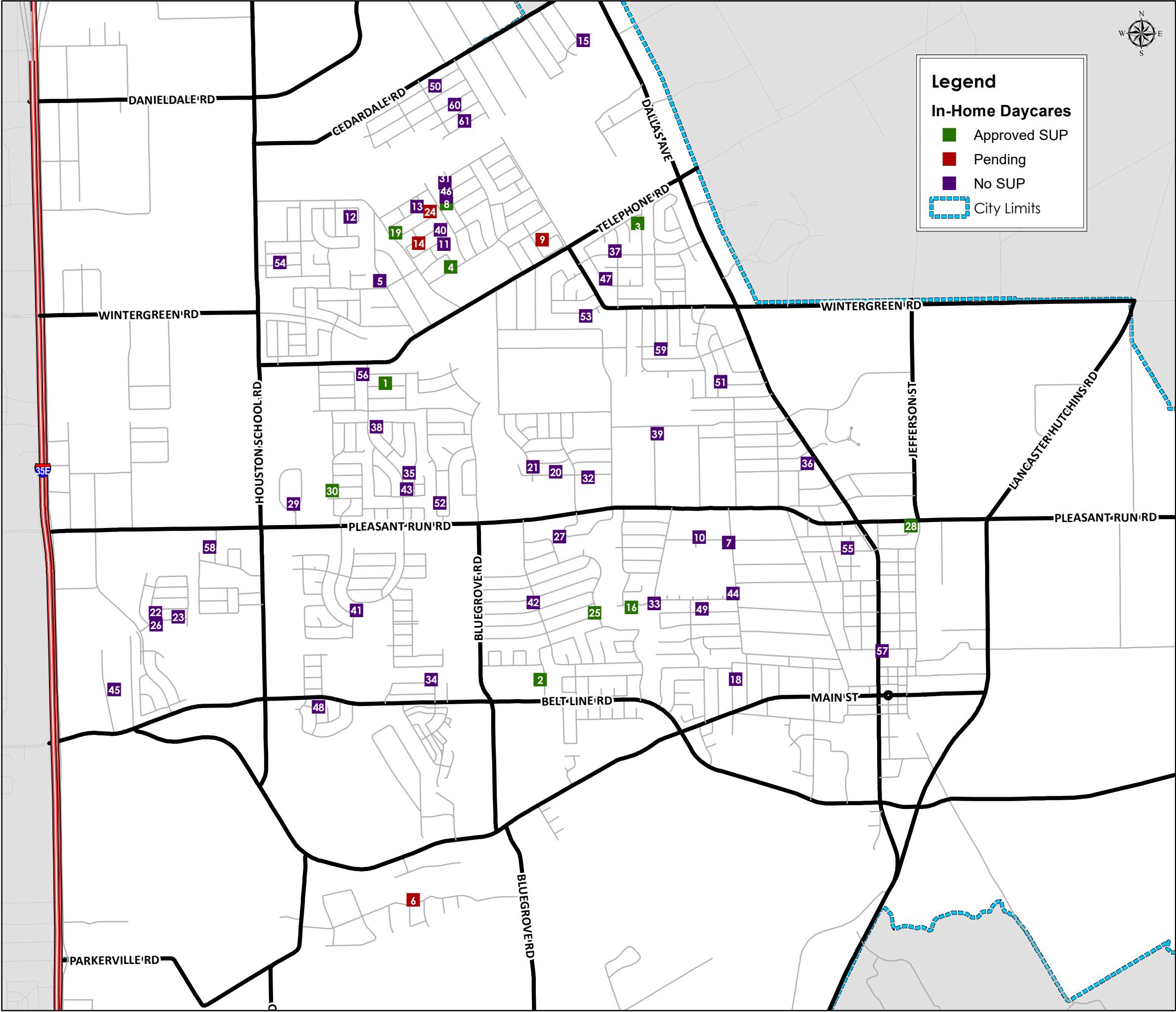
DISCLAIMER / LIMITATION OF LIABILITY
The information on this map is provided by the City of Lancaster's GIS (Geographic Information System) Division as a public service. The GIS Division is continually updating the data and attempting to provide the most accurate information possible. Such information 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.

- ✚ Fire Hydrants
- ▭ Parcels
- Storm Sewer Lines
- Sewer Lines
- Water Lines
- FEMA 100yr Floodplain



date: 08/19/2019





City of Lancaster In-Home Day Care Facilities			
ID	Address	Name	Status
0	1743 ONEAL ST	Karens 24 Hour Child Care and Day School	Approved SUP
2	529 HEARTHSTONE DR	Camilla Spencer	Approved SUP
3	2947 E PEPPERIDGE DR	In-Home Daycare	Approved SUP
4	1405 BUMBLE BEE DR	Nora L Porter	Approved SUP
5	3021 BASKIN DR	Shacondria D Johnson	No SUP
6	1909 ENCHANTED LN	Shawns Love and Learning Jumpstart Academy	Pending
7	702 REA AVE	Veola Green Hale	No SUP
8	1265 SPRING WATER DR	Sherilyn Roblow	Approved SUP
9	1019 BABBLING BROOK LN	Lacey Tanae Mc Elroy	Pending
10	821 REA AVE	Shukietra Willis-McNac	No SUP
11	1408 SINGING BIRD DR	Juanita Hawkins Family Childcare	No SUP
12	2934 MARSH DR	Keshawndra Floyd	No SUP
13	1411 GOLDEN GRASS DR	Sheryl Hassell	No SUP
14	1440 GENTLE RAIN DR	Shondra Dison	Pending
15	808 TAYLOR ST	Patricia Blair	No SUP
16	944 OAKBLUFF DR	Emma Jean Morrison	Approved SUP
17	235 CHESHIRE RD	Nana Miracle Children Learning Center	No SUP
18	218 BARRY LN	Lakeitha Gipson	No SUP
19	1513 HONEY BEE LN	Linda Jackson	Approved SUP
20	1125 NANCY LN	Jefferson Little Learners Academy	No SUP
21	1158 TRACY LN	Karen Woodle	No SUP
22	2860 SAINT JOHNS AVE	The Children's Christian Academy	No SUP
23	2813 CORAL DR	Sharron Donaldson	No SUP
24	3116 PRAIRIE ASTER DR	Delores Chaney	Pending
25	1101 OAKBLUFF DR	Shaniqua Williams	Approved SUP
26	2854 CORAL DR	Brenda Wyatt	No SUP
27	1100 RIVER BEND DR #95	Stacie Davis	No SUP
28	1230 RIVER OAKS CIR	Francisca Salazar	Approved SUP
29	1533 SPRINGCREST CIR	Jacqueline Veals	No SUP
30	1848 APOLLO LN	Keisha's Kare Academy	Approved SUP
31	1246 APRIL SHOWERS LN	Tanja's Educational Home	No SUP
32	1034 NANCY LN	Rise and Shine	No SUP
33	902 OAKBLUFF DR	Mickey & Minnie's House of Lea	No SUP
34	1909 PIN OAK LN	A World of Angels	No SUP
35	1433 WARWICK DR	Adrianne McClain	No SUP
36	111 ARBOR LN	Sonya Williams Day Care	No SUP
37	1001 BROOKHAVEN DR	Sandra Morgan Day Care	No SUP
38	1555 CARDIGAN LN	D&D Playhouse	No SUP
39	1448 IRENE AVE	Brandi's Happy Campers	No SUP
40	3032 PICKET FENCE DR	Hawkins Day Care	No SUP
41	608 RAWLINS DR	Donna's Day Care	No SUP
42	1302 ROSEWOOD LN	A&B Day Care	No SUP
43	1408 CHAPMAN DR	Kids of Today Care Center	No SUP
44	711 WESTRIDGE AVE	Cynthia's Day Care	No SUP
45	235 CHESHIER RD	Nana's Miracle Children	No SUP
46	1252 CANDLER DR	Precious Little Angels	No SUP
47	1029 S PEPPERIDGE DR	Wyatt Day Care	No SUP
48	822 QUAIL RUN LN	Kings Komer Child Care	No SUP
49	825 SEQUOIA DR	Childrens Christian Academy	No SUP
50	1346 VERMONT AVE	4 Seasons Day Care Services	No SUP
51	2306 SUFFOLK LN	William's Day Care	No SUP
52	1813 WILLOWBROOK ST	Avery Day Care	No SUP
53	1234 ROAN DR	Howard Day Care	No SUP
54	2445 MEADOWGATE LN	Britt Day Care	No SUP
55	203 ALEXANDER AVE	Burroughs Day Care	No SUP
56	1905 CHAPMAN DR	Rutherford Day Care	No SUP
57	1428 N DALLAS AVE #8	Johnson Day Care	No SUP
58	1425 GLENDOVER DR	Benitex Day Care	No SUP
59	856 HARVARD LN	Abundant Blessings	No SUP
60	1334 KENTUCKY AVE	Robertson Day Care	No SUP
61	1335 PENNSYLVANIA AVE	Janice Davis	No SUP



East

South





West



CITY OF LANCASTER

SHINING STAR OF TEXAS

Planning Department

Date: 8/23/2019

NOTICE OF PUBLIC HEARING

TO: Property Owner

RE: **Case No. Z19-16:** to conduct a public hearing and consider a Specific Use Permit (SUP) request for in-home day care at a property addressed as 1909 Enchanted Lane; Lot 5A Block E in Enchanted Forest Addition Subdivision. The property is located in Volume 85107 and Page 2018 in the City of Lancaster, Dallas County, Texas.

LOCATION: The property is located on Enchanted Lane approximately 100 feet east of Linkwood Lane and addressed as 1909 Enchanted Lane.

EXPLANATION OF REQUEST: The applicant is requesting an SUP for an in-home day care at the property addressed as 1909 Enchanted Lane.

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

☐ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS:

SIGNATURE:

Raymond M. Jones

ADDRESS:

1202 Linkwood Ln, Lancaster 75146

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, September 10, 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, October 14, 2019 at 7:00 pm**.

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, August 30, 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 972-275-1862

RETURN BY FAX OR MAIL

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

11 Notices were mailed on 8/23/2019

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



MINUTES

PLANNING & ZONING COMMISSION SPECIAL MEETING OF SEPTEMBER 10, 2019

The Planning and Zoning Commission of the City of Lancaster, Texas, met in a Special Session in the Council Chambers of City Hall on September 10, 2019 at 7:15 p.m. with a quorum present to-wit:

Commissioners Present:

Jeremy Reed, Chair
Ernest Casey
Isabel Aguilar
Tamika Whitfield, Alternate

Commissioners Absent:

Ty G. Jones, Vice-Chair
Lawrence Prothro

City Staff:

Bester Munyaradzi, Senior Planner

PUBLIC TESTIMONY:

No one spoke.

Call to order:

Chair Reed called the meeting to order at 7:15 p.m. on September 10, 2019.

CONSENT AGENDA:

Chair Reed read the consent agenda.

1. Consider approval of minutes from the Planning and Zoning Commission Regular Meeting held on August 6, 2019.
2. HLPC19-07 Discuss and consider a Certificate of Appropriateness (COA) for the construction of a new 2,112 square feet home on the property located at 114 Hackberry Street, Lancaster, Dallas County, Texas.
3. PS19-18 Consider a request for approval of a preliminary plat for Shahla Homes Addition, being Lots 1-6, Block A; Lots 1-2, Block B; Lots 1-15, Block C; Lots 1-11, Block D; Lots 1-8, Block E and Lots 1-10, Block F on approximately 10.8 acres, addressed as 966 North Bluegrove Road. The property is described as a tract of land situated in the A. Bledsoe Survey, Abstract No. 113, in the City of Lancaster, Dallas County, Texas.
4. PS19-22 Discuss and consider a request for approval of a preliminary plat for Rolling Meadows Phase 3, being 87 residential lots and two (2) open space lots on approximately 21.14 acres. It is located north of Belt Line Road and east of Rolling Hills Place and is approximately 21.14 acres in size. The property is more particularly described as property located in the Valentine Wampler Survey, Abstract No. 1546, G.K. Sneed Survey, Abstract No. 1278 and J.M. Rawlins Survey, Abstract No. 1208 in the City of Lancaster, Dallas County, Texas.

MOTION: Commissioner Aguilar made a motion, seconded by Commissioner Prothro to approve items 1-4. The vote was cast 4 for, 0 against. [Ty G. Jones and Casey absent]

PUBLIC HEARING:

- 5. Z19-10 Conduct a public hearing and consider a Specific Use Permit (SUP) request for in-home daycare at a property addressed as 3116 Prairie Aster Drive; Lot 12 Block F in Meadowview Phase Two subdivision. The property is located within the J.L. Samson Survey, Abstract No. 1311 City of Lancaster, Dallas County, Texas.**

Senior Planner Munyaradzi gave the staff report and stated that this is a request for in-home daycare for up to 12 children. At the moment, the in-home daycare has 5 children and has been in operation and registered since October 2009. The Lancaster Development Code (LDC) requires all in-home day cares in all residential zoning districts to obtain a Specific Use Permit (SUP). The applicant is therefore seeking to bring the business into compliance with the City requirements. In-home day cares are classified as Home Occupation and required to meet Home Occupation regulations. Staff recommends approval of this request subject to stipulations specified in the staff report.

Commissioner Aguilar asked staff to clarify the need for the Specific Use Permit. She also asked if they have to be in compliance with the Texas Department of Family Protective Services. Senior Planner Munyaradzi stated that the LDC requires in-home daycare operators to obtain an SUP and that all in-home daycares have to be in compliance with all state and City regulations.

Chair Reed opened the public hearing.

Applicant, Ms. Delores Chaney, 3116 Prairie Aster Drive, owner and operator of the in-home daycare spoke in favor of the request. She also stated that she was approved for a Certificate of Occupancy in 2009 by the Fire Marshall and did not feel the Specific Use Permit (SUP) was fair. Senior Planner Munyaradzi noted that staff had met and spoke with the applicant prior and alerted the applicant that the Certificate of Occupancy from the Fire Marshall did not exempt her from obtaining the SUP as required by the LDC.

MOTION: Commissioner Casey made a motion, seconded by Commissioner Aguilar to close the public hearing. The vote was cast 4 for, 0 against. [Ty G. Jones and Prothro absent.]

Commissioner Whitfield asked for clarification of the Specific Use Permit (SUP) and the need for a resubmittal if she received a Certificate of Occupancy in 2009. Senior Planner Munyaradzi contended that the Certificate of Occupancy was issued in error.

MOTION: Commissioner Aguilar made a motion, seconded by Commissioner Whitfield to approve item 5 subject to stipulation stated in the staff report. The vote was cast 4 for, 0 against. [Ty G. Jones and Prothro absent.]

6. **Z19-12 Conduct a public hearing and consider a Specific Use Permit (SUP) request for in-home daycare at a property addressed as 1440 Gentle Rain Drive; Lot 5 Block L in Meadowview Phase One subdivision. The property is located within the J.L. Samson Survey, Abstract No. 1311 City of Lancaster, Dallas County, Texas.**

Senior Planner Munyaradzi stated that the applicant requested that this item be postponed until the November 5, 2019 Planning & Zoning Commission meeting and staff recommend that the item be postponed per applicant's request.

MOTION: Commissioner Aguilar made a motion, seconded by Commissioner Casey to postpone item 6 to the November 5, 2019 Planning & Zoning Commission meeting. The vote was cast 4 for, 0 against. [Ty G. Jones and Prothro absent.]

7. **Z19-15 Conduct a public hearing and consider a rezoning request from Single-Family Residential (SF-4) to Neighborhood Services (NS). The properties are located on the northwest corner of Springcrest Circle and West Pleasant Run Road. The property is described as a tract of land recorded in Volume 42, Page 209, Deed Records, in the City of Lancaster, Dallas County, Texas.**

Senior Planner Munyaradzi gave the staff report and stated that this is a request to rezone from SF-4 to Neighborhood Service (NS) for a commercial building development on 0.70 acre property. The current zoning only allows single family dwelling uses and the proposed zoning change would allow limited retail intended for day-to-day retail needs for surrounding neighborhoods. The Future Land Use Plan of the Comprehensive Plan indicates that this area is intended for commercial development and the proposed NS is therefore consistent with the Future Land Use Plan of the Comprehensive Plan. Therefore staff recommends approval of the request as presented.

Chair Reed opened the public hearing.

No one spoke.

MOTION: Commissioner Casey made a motion, seconded by Commissioner Aguilar to close the public hearing. The vote was cast 4 for, 0 against. [Ty G. Jones and Prothro absent.]

Commissioner Whitfield asked if specific uses were stated for NS. Senior Planner Munyaradzi stated the uses given in the staff report.

Commissioner Aguilar asked if the rezoning is part of the Comprehensive Plan and Senior Planner Munyaradzi noted that the request was consistent with Future Land Use Plan of the Comprehensive Plan.

MOTION: Commissioner Aguilar made a motion, seconded by Commissioner Casey to approve item 7. The vote was cast 3 for, 1 against. [Ty G. Jones and Prothro absent.]

8. Z19-16 Conduct a public hearing and consider a Specific Use Permit (SUP) request for in-home daycare at a property addressed as 1909 Enchanted Lane; Lot 5A Block E in Enchanted Forest Addition subdivision. The property is located in Volume 85107 and Page 2018 in the City of Lancaster, Dallas County, Texas.

Senior Planner Munyaradzi gave the staff report and stated that this is a request for an in-home daycare for up to 12 children. At the moment, the in home daycare has six (6) children and has been in operation and registered since August 2014. The LDC requires in-home day cares in all residential zoning districts to obtain SUP. The applicant is therefore seeking to bring the business into compliance with the City requirements. In-home day cares are classified as Home Occupation and required to meet Home Occupation regulations. Staff recommends approval of this request subject to stipulations specified in the staff report.

Chair Reed opened the public hearing.

Applicant, Ms. Lashun Williams, 1909 Enchanted Lane, spoke in favor of the request.

MOTION: Commissioner Aguilar made a motion, seconded by Commissioner Casey to close the public hearing. The vote was cast 4 for, 0 against. [Ty G. Jones and Prothro absent.]

MOTION: Commissioner Aguilar made a motion, seconded by Commissioner Casey to approve item 8 subject to stipulations stated in the staff report. The vote was cast 4 for, 0 against. [Ty G. Jones and Prothro absent.]

9. Z19-17 Conduct a public hearing and consider a rezoning request from Agricultural Open (A-O) to Single Family Residential Estate (SF-E). The property is addressed as 913 Ten Mile Road. It is further described as a 4.172 tract of land situated in the Arthur Eldridge Survey, Abstract No. 449, City of Lancaster, Dallas County, Texas.

Senior Planner Munyaradzi gave the staff report and stated that this is a request to rezone the subject property from Agriculture Open (A-O) to Single Family-Estate (SF-E) on 4.17 acre lot for single family home development. The current zoning only allows agricultural uses with one (1) single family dwelling on five (5) or more acres. SF-E zoning allows one (1) dwelling unit per acre. The Comprehensive Plan Future Land Use map designates this area as Rural Living. The proposed zoning change is therefore consistent with the Future Land Use Plan of the Comprehensive Plan. Staff recommends approval of the request as presented.

Chair Reed opened the public hearing. No one spoke.

MOTION: Commissioner Casey made a motion, seconded by Commissioner Aguilar to close the public hearing. The vote was cast 4 for, 0 against. [Ty G. Jones and Prothro absent.]

MOTION: Commissioner Aguilar made a motion, seconded by Commissioner Casey to approve item 9. The vote was cast 4 for, 0 against. [Ty G. Jones and Prothro absent.]

- 10. Z19-18 Conduct a public hearing and consider a rezoning request from Agricultural Open (A-O) to Single Family Residential Estate (SF-E). The property is addressed as 1517 Raintree Drive. It is further described as a tract of land situated in the M.H. Lavender Survey, Abstract No. 765 in the City of Lancaster, Dallas County, Texas**

Senior Planner Munyaradzi gave the staff report and stated that this is a request to rezone the subject property from Agriculture Open (A-O) to Single Family-Estate (SF-E) on 1.8 acre lot for single family home development. The current zoning only allows agricultural uses with one (1) single family dwelling unit on five (5) or more acres. SF-E zoning allows one (1) dwelling unit per acre. The Comprehensive Plan Future Land Use map designates this area as Rural Living. The zoning change request is therefore consistent with the Comprehensive Plan and staff recommends approval of the request as presented.

Chair Reed opened the public hearing. No one spoke.

MOTION: Commissioner Aguilar made a motion, seconded by Commissioner Casey to close the public hearing. The vote was cast 4 for, 0 against. [Ty G. Jones and Prothro absent.]

MOTION: Commissioner Aguilar made a motion, seconded by Commissioner Casey to approve item 10. The vote was cast 4 for, 0 against. [Ty G. Jones and Prothro absent.]

MOTION: Commissioner Aguilar made a motion, seconded by Commissioner Casey to adjourn. The vote was cast 4 for, 0 against. [Ty G. Jones and Prothro absent.]

The meeting was adjourned at 7:46 p.m.

ATTEST:

APPROVED:

Bester Munyaradzi, Senior Planner

Jeremy Reed, Chair

CITY OF LANCASTER'S BOARDS AND COMMISSIONS

Planning & Zoning Commission

8.

Meeting Date: 09/10/2019

Policy Statement: This request supports the City Council 2019-2020 Policy Agenda

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

Submitted by: Bester Munyaradzi, Senior Planner

Agenda Caption:

Z19-16 Conduct a public hearing and consider a Specific Use Permit (SUP) request for in-home day care at a property addressed as 1909 Enchanted Lane; Lot 5A Block E in Enchanted Forest Addition Subdivision. The property is located in Volume 85107 and Page 2018 in the City of Lancaster, Dallas County, Texas.

Background:

The Texas Department of Family and Protective Services require in-home daycare operators to meet local government requirements as part of the State minimum guidelines for licensing and fire safety inspection is one of the State requirements. The Lancaster Development Code (LDC) requires in-home day cares to obtain a Specific Use Permit (SUP) in all Residential zoning districts.

An SUP is required for any use identified in the Land Use Table as requiring one and the intent is to authorize and regulate a use not normally permitted in a district which could benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established for such use during the review of the SUP application.

The Planning and Zoning Commission in considering and determining its recommendations to the City Council on any request for an SUP may require from the applicant plans, information, operating data and expert evaluation concerning the location and function and characteristics of any building or use proposed. The City Council may, in the interest of public welfare and to assure compliance of this Ordinance, establish conditions of operation, location, arrangement and construction of any use for which a permit is authorized. In authorizing the location of any of the uses listed as Specific Use Permits, the City Council may impose such development standards and safeguards as the conditions and locations indicate important to the welfare and protection of adjacent property from excessive noise, vibration, dust, smoke, fumes, gas, odor, explosion, glare, offensive view or other undesirable or hazardous conditions.

Operational Considerations:

This is a request for an in-home daycare for up to 12 children and currently has six (6) children in the home (one 19 month old, one 3 year old, one 2 ½ year old, two-4 year olds, and one-7 year old). The in-home daycare was licensed and has been in operation since August 2014. As noted above, the LDC requires in-home day cares to obtain a Specific Use Permit (SUP) in all residential zoning districts. The applicant is therefore seeking to bring the business into compliance with the City's requirements.

In-home day cares are classified as Home Occupation and operators must meet Sec.14.402 Use Standards, Subsection (b) Residential and Lodging Use Conditions (7) Home Occupation regulations of the Lancaster Development code which is as follows:

(7) Home Occupation Regulations

A. **Incidental to Primary use.** The use must clearly be incidental and secondary to the primary use of the property as a residence.

B. **Employees.** No more than two (2) people outside the family may be employed in the home occupation.

C. **Exterior Indication.** There shall be no exterior display, exterior storage of materials, and no other exterior indication of the home occupation or variation from the residential character of the principal building.

D. **Traffic.** No more traffic shall be generated by such home occupation than would normally be expected in the neighborhood.

E. **Parking.** In addition to the off-street parking required for the residence, adequate additional off-street parking shall be provided for the vehicles of each employee and the maximum number of users the home occupation may attract, one (1) additional parking space at the rest of the house shall be provided.

F. **Nuisance.** No nuisance, offensive noise, vibration, smoke, dust, odors, heat, glare, or electrical disturbance shall be generated.

G. **Excluded Uses.** A home occupation may not be interpreted to include the following: facilities for repair of motor vehicles, small motors, daycare center, or uses which utilize flammable or hazardous materials.

Staff Assessment and Comments

Traffic Circulation - Pick Up and Drop Off (Loading)

The subject property is a lot in a residential neighborhood with front entry served properties. Parents park in front of the home to pick up and drop off the children. There are four (4) parking spaces in the property owner's driveway and three (3) in the front of the home. Traffic movement in and around the subject property will not cause traffic issues for parents dropping and picking up children nor residents along Enchanted Lane as well as the general neighborhood.

Incidental Use:

The subject property is primarily residential and the in-home daycare is a secondary use to the residential use. The operator is the primary care provider and there is one (1) substitute caregiver that assists once every other month. The in-home daycare is operational Monday through Friday from 6:30 a.m. to 5:30 p.m.

Exterior:

Site inspection and visitation of the subject property exhibited no exterior indication and display of in-home daycare operation from Enchanted Lane.

Staff recommends that the applicant meet the requirements of Section 14.402 Home Occupation and recommends approval of the request for SUP 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 micro-chipping.

Public Information Considerations:

On August 27, 2019 a notice for this public hearing appeared in the Focus Daily Newspaper. 30 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. There was one (1) letter received in support and none in opposition of this request.

Options/Alternatives:

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

Recommendation:

Staff recommends approval of the request for the SUP 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.

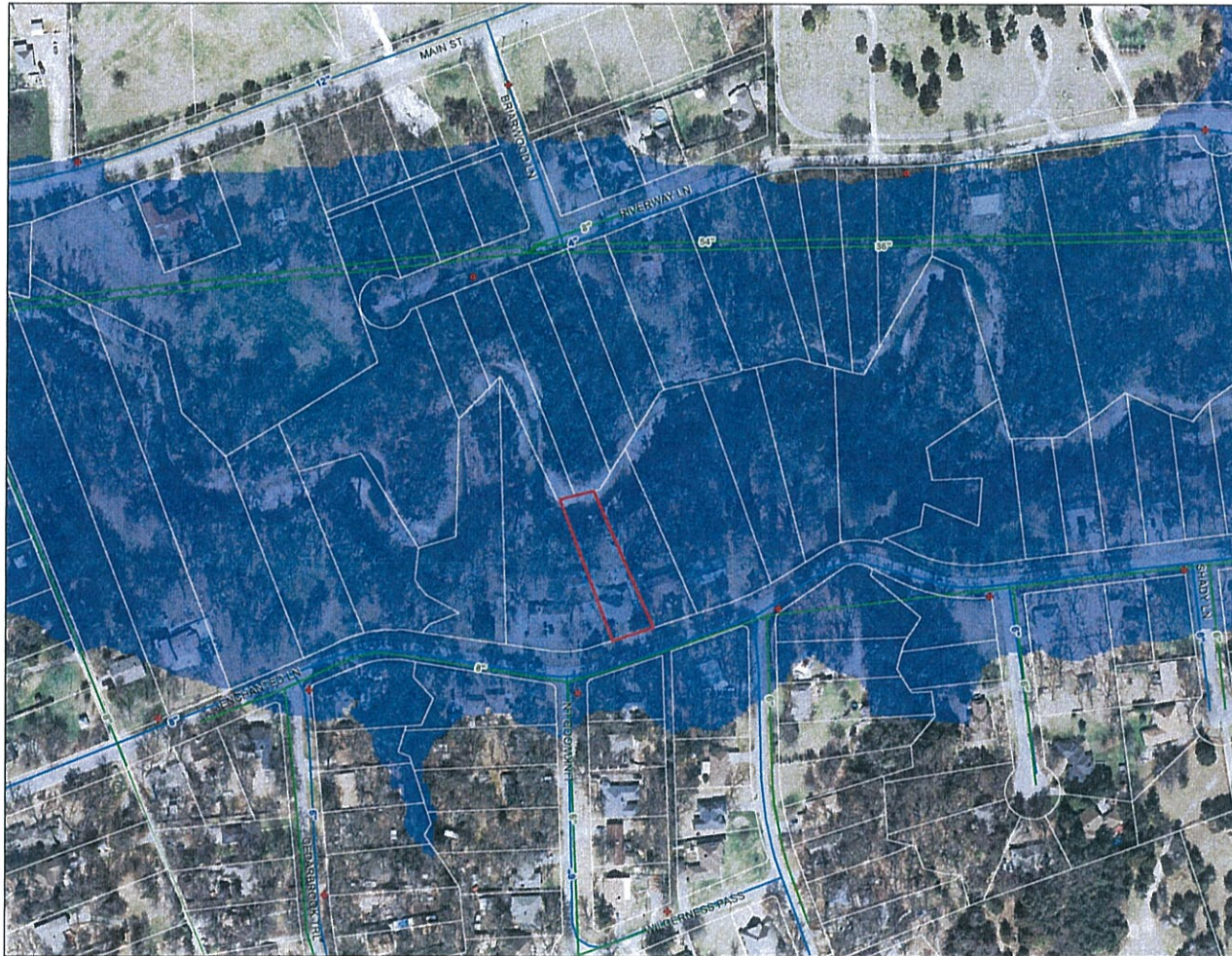
Attachments

Location Map

Daycare Map (Provided by Staff)

Pictures (Provided by Staff)

Letter In Support



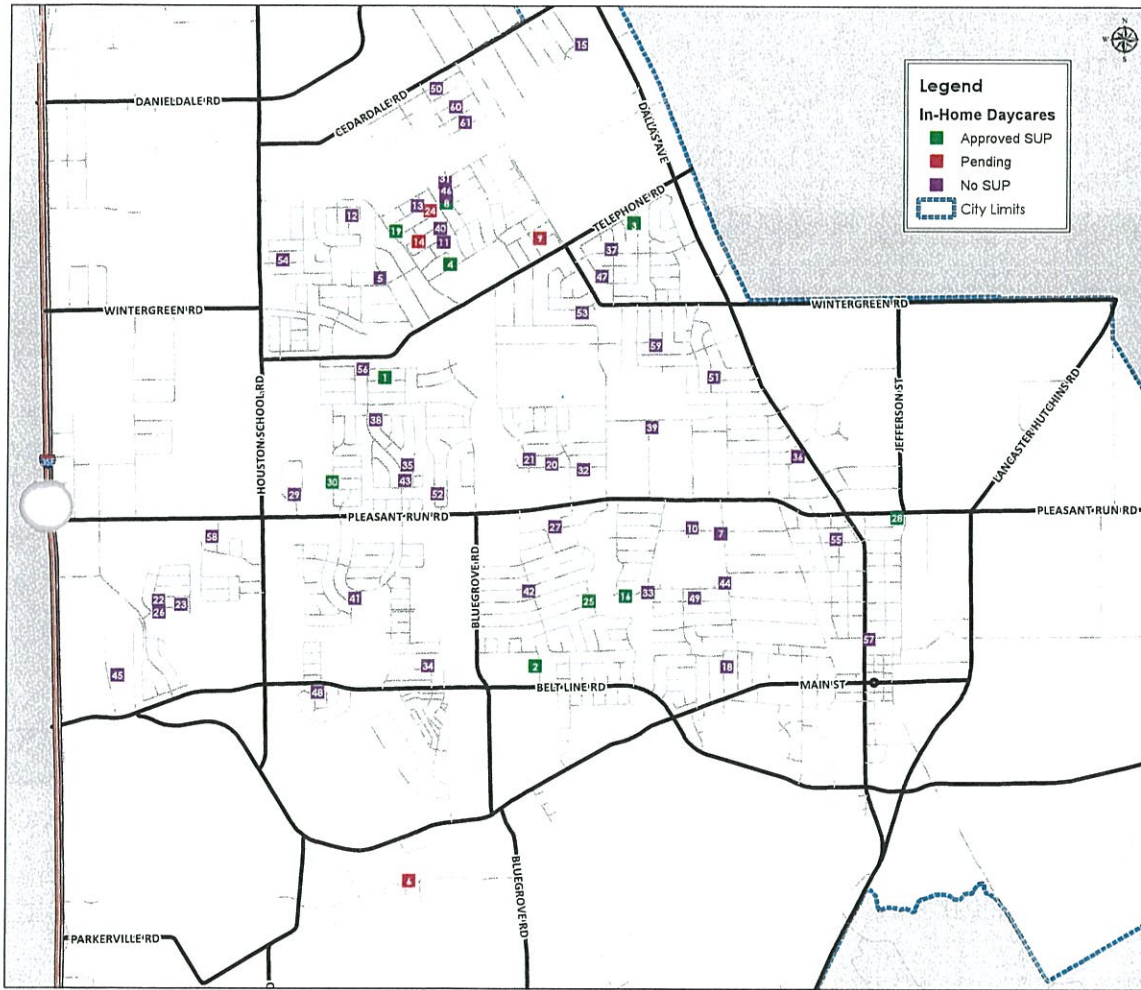
City of Lancaster
1909 Enchanted Lane
Zoning: SF-4



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.

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

0 90 180 360 Feet
date: 08/19/2019



City of Lancaster In-Home Day Care Facilities

ID	Address	Name	Status
1	1743 ONEAL ST	Karen's 24 Hour Child Care and Day School	Approved SUP
2	529 HEARTHSTONE DR	Camilla Spencer	Approved SUP
3	2947 E PEPPERIDGE DR	In-Home Daycare	Approved SUP
4	1405 BLUMBERG BLVD DR	Holly L. Porter	Approved SUP
5	3021 BASKIN DR	Shaquonda D. Johnson	No SUP
6	1909 ENCHANTED LN	Shawna Love and Learning Jumpstart Academy	Pending
7	702 REA AVE	Teela Green Hale	No SUP
8	1285 SPRING WATER DR	Shawna Riddow	Approved SUP
9	1019 BABBLING BROOK LN	Lacey Tanee McElroy	Pending
10	821 REA AVE	Shawna Williams-Mohr	No SUP
11	1405 SPRING BROOK DR	Javicia Hawkins Family Childcare	No SUP
12	2034 MARSH CIR	Keshawanda Floyd	No SUP
13	1411 GOLDEN GRASS DR	Sheryl Hassell	No SUP
14	1440 GENTLE TOWN DR	Shondra Dixon	Pending
15	808 TAYLOR ST	Patricia Blair	No SUP
16	844 CABELUFF DR	Emma Jean Morrison	Approved SUP
17	135 CHEVYNE RD	Hana Mirvise Children Learning Center	No SUP
18	118 BARRY LN	Lakisha Gipson	No SUP
19	1513 HONEY BEE LN	Linda Jackson	Approved SUP
20	1125 NANCY LN	Jefferson Little Learners Academy	No SUP
21	1158 TRACY LN	Karen Woods	No SUP
22	2860 SAINT JOHN'S AVE	The Children's Christian Academy	No SUP
23	813 CORAL DR	Sharon Donaldson	No SUP
24	1110 PRAIRIE ASTER DR	Debra Chisney	Pending
25	1101 OAKBURY DR	Shaniqua Williams	Approved SUP
26	2854 CORAL DR	Brenda Wyatt	No SUP
27	1105 RIVER BEND DR #85	Stacie Davis	No SUP
28	1230 RIVER OAKS CIR	Francisco Salazar	Approved SUP
29	1533 SPRINGCREEK CIR	Jacqueline Veals	No SUP
30	1648 APOLLO LN	Kathia's Kite Academy	Approved SUP
31	1248 APRIL SHOWERS LN	Tanya's Educational Home	No SUP
32	1034 NANCY LN	Rita and Shine	No SUP
33	402 OAKBURY DR	Mickey & Mirna's House of Lee	No SUP
34	1192 PINE OAK LN	A World of Angels	No SUP
35	1433 WARWICK DR	Adrianna McClain	No SUP
36	111 ARBOR LN	Sonya Williams Day Care	No SUP
37	1001 BROOKHAVEN DR	Sandra Morgan Day Care	No SUP
38	1555 CAROLAN LN	D&D Playhouse	No SUP
39	1448 REINE AVE	Brandi's Happy Campers	No SUP
40	2532 PICKET FENCE DR	Hawkins Day Care	No SUP
41	608 RAWLINS DR	Donna's Day Care	No SUP
42	1302 ROSEWOOD LN	A&B Day Care	No SUP
43	1408 CHAPMAN DR	Kids of Today Care Center	No SUP
44	111 WESTBROOK AVE	Cynthia's Day Care	No SUP
45	1335 CHESTER RD	Hana's Miracle Children	No SUP
46	1252 CANDLE DR	Precious Little Angels	No SUP
47	1029 E PEPPERIDGE DR	Wyatt Day Care	No SUP
48	122 DUAL RUN LN	Kings Korner Child Care	No SUP
49	125 REGUINA DR	Children's Christian Academy	No SUP
50	1346 VERMONT AVE	4 Seasons Day Care Services	No SUP
51	1205 SUFFOLK LN	William's Day Care	No SUP
52	2813 WILLOWBROOK ST	Avery Day Care	No SUP
53	1234 ROAN DR	Howard Day Care	No SUP
54	2445 MEADOWVALE LN	Gini Day Care	No SUP
55	103 ALEXANDER AVE	Burnsday's Day Care	No SUP
56	1905 CHAPMAN DR	Rutherford Day Care	No SUP
57	1428 E DALLAS AVE #8	Johnson Day Care	No SUP
58	1425 GLENDOVER DR	Berries Day Care	No SUP
59	1356 HARVARD LN	Abundant Blessings	No SUP
60	1334 KENTUCKY AVE	Robertson Day Care	No SUP
61	1335 PENNSYLVANIA AVE	Jance Davis	No SUP



South







CITY OF LANCASTER

SHINING STAR OF TEXAS

Planning Department

Date: 8/23/2019

NOTICE OF PUBLIC HEARING

TO: Property Owner

RE: **Case No. Z19-16:** to conduct a public hearing and consider a Specific Use Permit (SUP) request for in-home day care at a property addressed as 1909 Enchanted Lane; Lot 5A Block E in Enchanted Forest Addition Subdivision. The property is located in Volume 85107 and Page 2018 in the City of Lancaster, Dallas County, Texas.

LOCATION: The property is located on Enchanted Lane approximately 100 feet east of Linkwood Lane and addressed as 1909 Enchanted Lane.

EXPLANATION OF REQUEST: The applicant is requesting an SUP for an in-home day care at the property addressed as 1909 Enchanted Lane.

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

COMMENTS:

SIGNATURE: Ryan M. M. M. M.

ADDRESS: 1202 LINKWOOD LN, LANCASTER 75146

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, September 10, 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, October 14, 2019 at 7:00 pm**.

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, August 30, 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 972-275-1862

RETURN BY FAX OR MAIL

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

11 Notices were mailed on 8/23/2019

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



LANCASTER CITY COUNCIL

City Council Regular Meeting

14.

Meeting Date: 10/14/2019

Policy Statement: This request supports the City Council 2019-2020 Policy Agenda

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

Submitted by: Bester Munyaradzi, Senior Planner

Agenda Caption:

Z19-17 Conduct a public hearing and consider a rezoning request from Agricultural Open (AO) to Single Family Residential Estate (SF-E). The property is addressed as 913 Ten Mile Road. It is further described as a 4.172 tract of land situated in the Arthur Eldridge Survey, Abstract No. 449, City of Lancaster, Dallas County, Texas.

Background:

1. **Location and Size:** The property is located approximately 1,500 feet east of Truman Circle and on the north side of Ten Mile Road and is addressed as 913 Ten Mile Road and is approximately 4.172 acres in size.
2. **Current Zoning:** The subject property is currently zoned Agricultural Open (A-O).
3. **Adjacent Properties:**
North: A-O Agricultural Open (Occupied Residence)
South: A-O Agricultural Open (Bear Creek Nature Park)
East: A-O Agricultural Open (Vacant)
West: SF-E Single-Family Estate (Occupied Residence)
4. **Comprehensive Plan Compatibility:** The Future Land Use Plan of the Comprehensive Plan identifies this site as suitable for Rural Living uses. This request is consistent with the Future Land Use Plan of the Comprehensive Plan.

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 4.172 acre lot. The current zoning only allows for agricultural uses and a single family dwelling on five (5) acres or more. SF-E zoning allows one (1) dwelling unit per acre.

Consistency with the Comprehensive Plan:

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

Potential Impact on Adjacent Development:

The property to the north is zoned A-O and has a home. The property to the east is zoned A-O and is vacant. The property to the south is zoned A-O and has a public park and the property to the west is zoned SF-E and has a home. This property serves as an ideal location for a single family home as it is surrounded by properties with built homes and a property with the potential for a home to be built. If zoning is approved by City Council, the proposed SF-E development will be subject to the Lancaster Development Code, Subdivision Regulations and all other relevant City Codes.

Availability of utilities and access:

The subject property is served by City of Lancaster water and a septic tank will be required for sewer services.

Site conditions such as vegetation, topography and flood plain:

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

A majority of this lot is located either within the 100-year floodplain (blue shaded area) or floodway. The applicant has been notified of the need to adhere to erosion hazard setback easement requirements when developing the property.

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 Future Land Use Plan of the Comprehensive Plan.

Public Information Considerations:

This is a zoning change request and in accordance with the Texas Local Government Code, Section 211, zoning change requests must be noticed 10 days before the hearing. On August 27, 2019 a notice for this public hearing appeared in the Focus Daily Newspaper. 7 notifications of this public hearing were mailed to owners that are within 200 feet of the subject property. There were no letters received in support or in opposition to this request.

Options/Alternatives:

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

Recommendation:

On September 10, 2019, the Planning and Zoning Commission recommended approval of the request as presented and staff concurs with the Planning and Zoning Commission's recommendation.

Attachments

Ordinance

Location Map

Zoning Exhibit

Structure Location Exhibit

2002 Future Land Use Map

2016 Future Land Use Map

P&Z Draft Minutes (September 10, 2019)

P&Z Agenda Communication with Attachments (September 10, 2019)

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, CHANGING THE ZONING DESIGNATION ON APPROXIMATELY 4.17 ACRES OF LAND GENERALLY LOCATED APPROXIMATELY 1,500 FEET EAST OF TRUMAN CIRCLE AND ON THE NORTH SIDE OF TEN MILE ROAD WITH AN ADDRESS OF 913 TEN MILE ROAD 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.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 14th day of October, 2019.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor







APPROVED AS TO FORM:

David T. Ritter, City Attorney



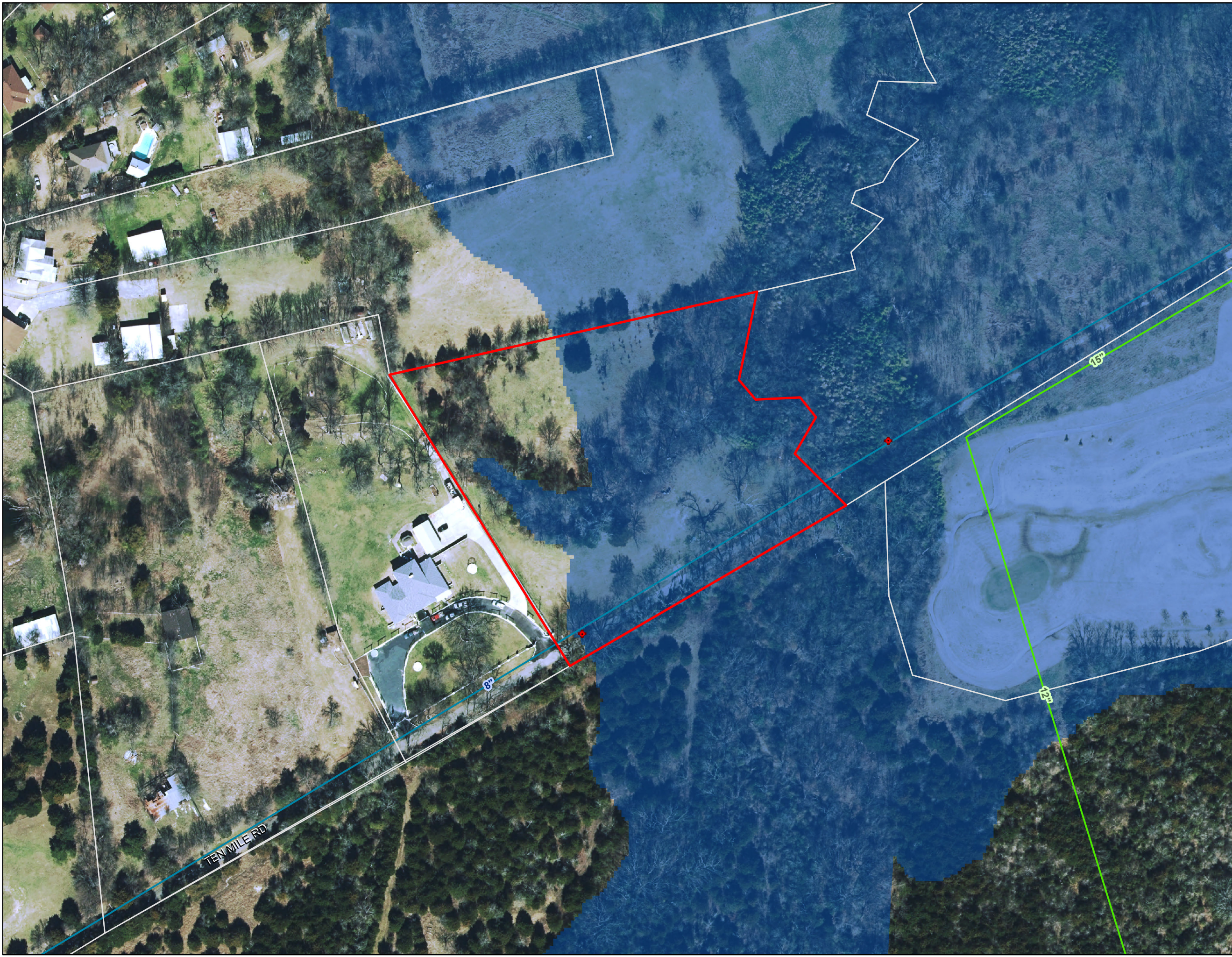
City of Lancaster
913 Ten Mile Rd.
Zoning: A-O

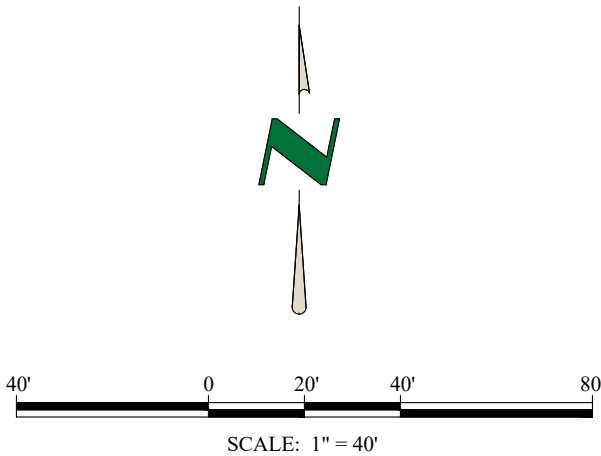
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-  Fire Hydrants
-  Parcels
-  Storm Sewer Lines
-  Sewer Lines
-  Water Lines
-  FEMA 100yr Floodplain

0 65 130 260 Feet

date: 08/07/2019





SURVEYOR'S NOTES:

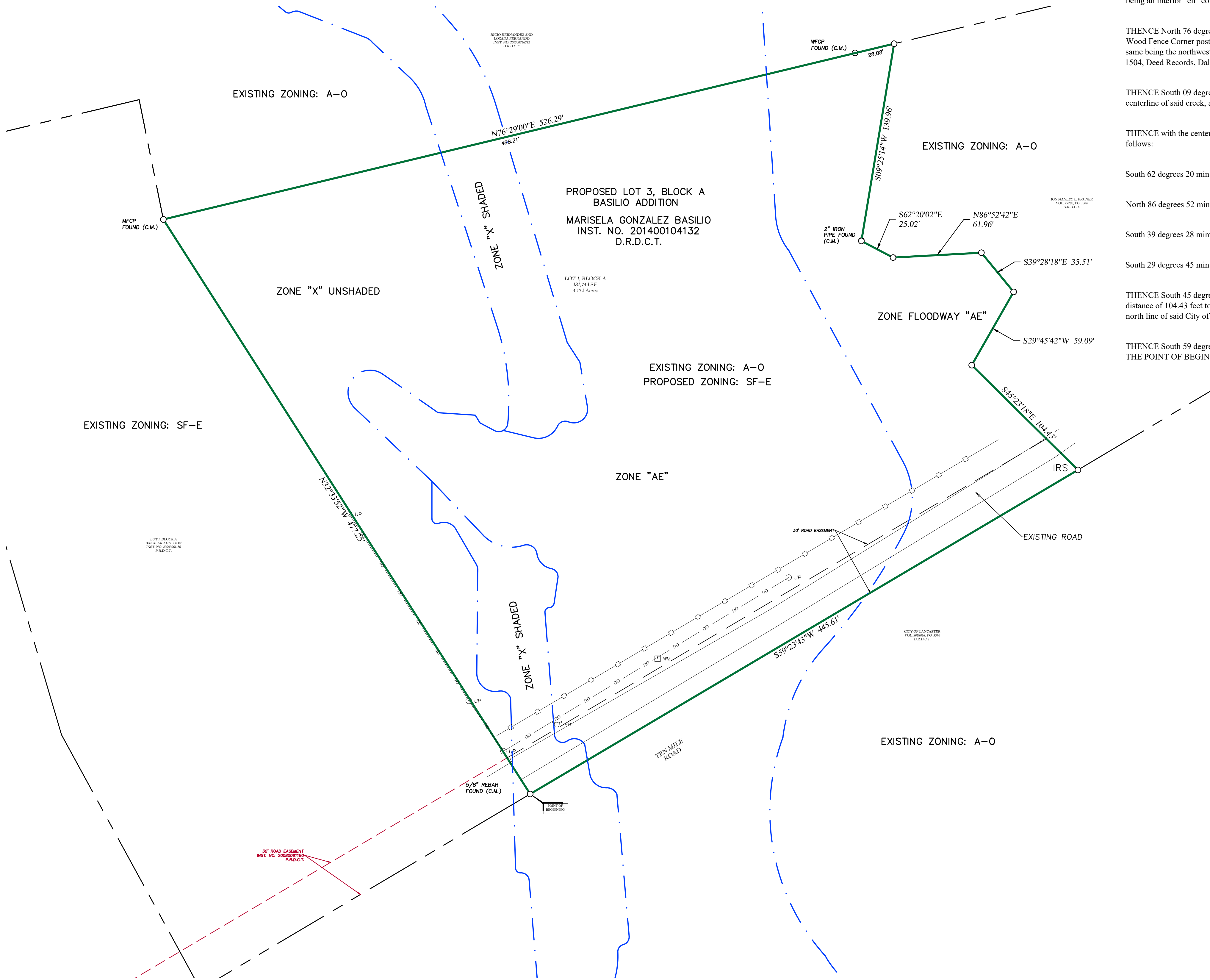
- Bearings and distances are based on Texas State Plane Coordinate System, Texas North Central Zone 4202 North American Datum of 1983 (NAD 83) (U.S. Foot) with a combined scale factor of 1.000136506.
- This property lies within Zone "X" Unshaded, "X" Shaded, AE, and AE Floodway of the Flood Insurance Rate Map for Dallas County, Texas and Incorporated Areas, map no. 48113C0635K, dated July 7, 2014, via scaled map location and graphic plotting.

LEGEND

- air conditioning unit
- irrigation control valve
- cable tv
- electric meter
- fence or guardrail
- fire dept. connection
- fire hydrant
- bollard
- area drain
- grate inlet
- gas valve
- gas meter
- gas well
- sign
- sanitary sewer manhole
- 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
- elect. utility vault
- water utility vault
- utility/service pole
- utility sign
- water shutoff
- water valve
- well
- water meter
- cable tv riser
- air release valve
- utility markings
- tree
- shrub/decorative tree or tree with diameter < 4 in.
- contour lines

LEGEND OF ABBREVIATIONS

- D.R.D.C.T. DEED RECORDS, DALLAS COUNTY, TEXAS
- O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS
- P.R.D.C.T. PLAT RECORDS, DALLAS COUNTY, TEXAS
- ROW RIGHT OF WAY
- IRS 1/2 INCH CAPPED REBAR STAMPED "WINDROSE" SET
- C.M. CONTROLLING MONUMENT



ZONING:
Existing Zoning: A-O
Proposed Zoning: SF-E

OWNER/DEVELOPER
Basilio Marisela Gonzalez
3819 Higgins Avenue
Dallas, Texas 75211-4744

STATE OF TEXAS §
COUNTY OF DALLAS §

WHEREAS Marisela Gonzalez Basilio are the owners of a 4.172 acre tract of land situated in the A. Eldridge Survey, Abstract Number 449, as conveyed by deed recorded in Instrument Number 201400104132, Deed Records, Dallas County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch rebar found for the southeast corner of Lot 1, Block A Bakalar Addition, an addition to the City of Lancaster, as recorded in Instrument Number 20080061180, Plat Records, Dallas County, Texas, same being the north line of a tract of land conveyed to The City of Lancaster by deed recorded in Volume 2002062, Page 5576, Deed Records, Dallas County, Texas and being the approximate centerline of Ten Mile Road;

THENCE North 32 degrees 33 minutes 52 seconds West departing the north line of said City of Lancaster tract, with the east line of said Lot 1, a distance of 477.25 feet to a fence corner post found for the southernmost west corner of a tract of land conveyed to Ricio Hernandez and Lozada Fernando by deed recorded in Instrument Number 201300256742, Deed Records, Dallas County, Texas, same being an interior "ell" corner of said Lot 1;

THENCE North 76 degrees 29 minutes 00 seconds East with the southernmost line of said Hernandez and Fernando tract, passing a Wood Fence Corner post found on line at a distance of 498.21 feet and continuing a total distance of 526.29 feet to a point in a creek, same being the northwestern most line of a tract of land conveyed to Jon Manley L. Bruner by deed recorded in Volume 79206, Page 1504, Deed Records, Dallas County, Texas;

THENCE South 09 degrees 25 minutes 14 seconds West departing the south line of said Hernandez and Fernando tract, with the centerline of said creek, a distance of 139.96 feet to a 2 inch iron pipe found for corner;

THENCE with the centerline of said Creek, same being the east line of said Bruner tract, the following bearings and distances are as follows:

South 62 degrees 20 minutes 02 seconds East, a distance of 25.02 feet to a point for corner;

North 86 degrees 52 minutes 42 seconds East, a distance of 61.96 feet to a point for corner;

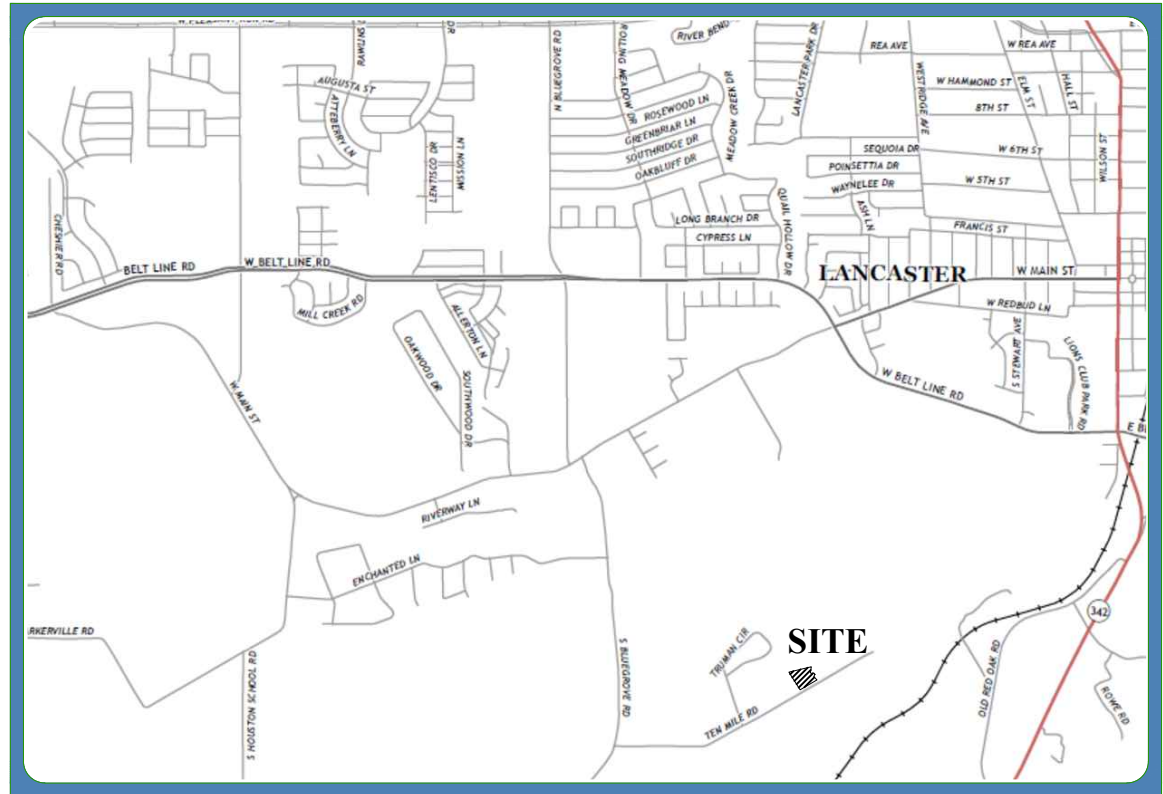
South 39 degrees 28 minutes 18 seconds East, a distance of 35.51 feet to a point for corner;

South 29 degrees 45 minutes 42 seconds West, a distance of 59.09 feet to a point for corner;

THENCE South 45 degrees 23 minutes 18 seconds East, with the east line of said Bruner tract, with the said centerline of said creek, a distance of 104.43 feet to a 1/2 inch rebar capped "ASC" set for the southernmost west corner of said Bruner tract and lying on the north line of said City of Lancaster tract;

THENCE South 59 degrees 23 minutes 43 seconds West with the north line of said City of Lancaster tract, a distance of 445.61 feet to THE POINT OF BEGINNING and containing 181,743 square feet or 4.172 acres of land, more or less.

VICINITY MAP
NOT TO SCALE



ZONING EXHIBIT
CASE NO. Z19-17

4.172 Acres
Arthur Eldridge Survey, A. 449
Proposed Lot 3, Block A
Proposed Basilio Addition
City of Lancaster, Dallas County, Texas

DRAWN: G.L.C. CHECKED: T.M. DATE:08/05/2019 JOB NO.:2019.5.254

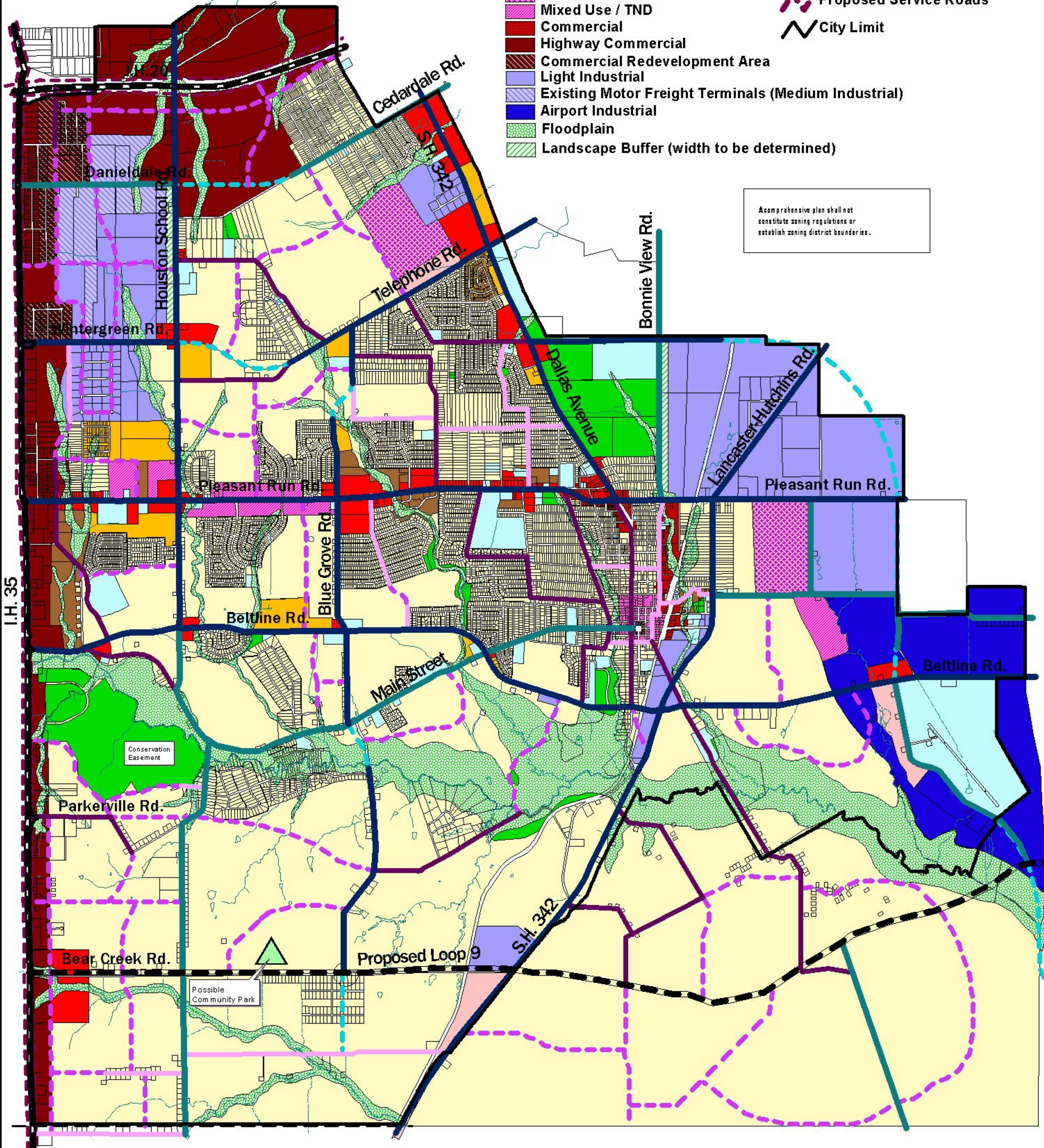
WINDROSE
LAND SURVEYING | PLATTING
220 ELM STREET, SUITE 200 | LEWISVILLE, TX 75057 | 214.217.2544
FIRM REGISTRATION NO. 10194331 | WINDROSESERVICES.COM

ARTHUR
LAND SURVEYING
220 Elm St., # 200 - Lewisville, TX 75057
Ph. 214.217.2544 - TFRN# 10063800
arthurssurveying.com Established 1986

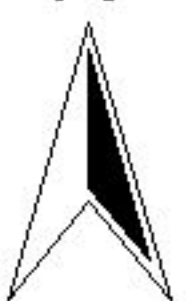
Legend

- | | | | |
|--|--|--|---------------------------|
| | 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

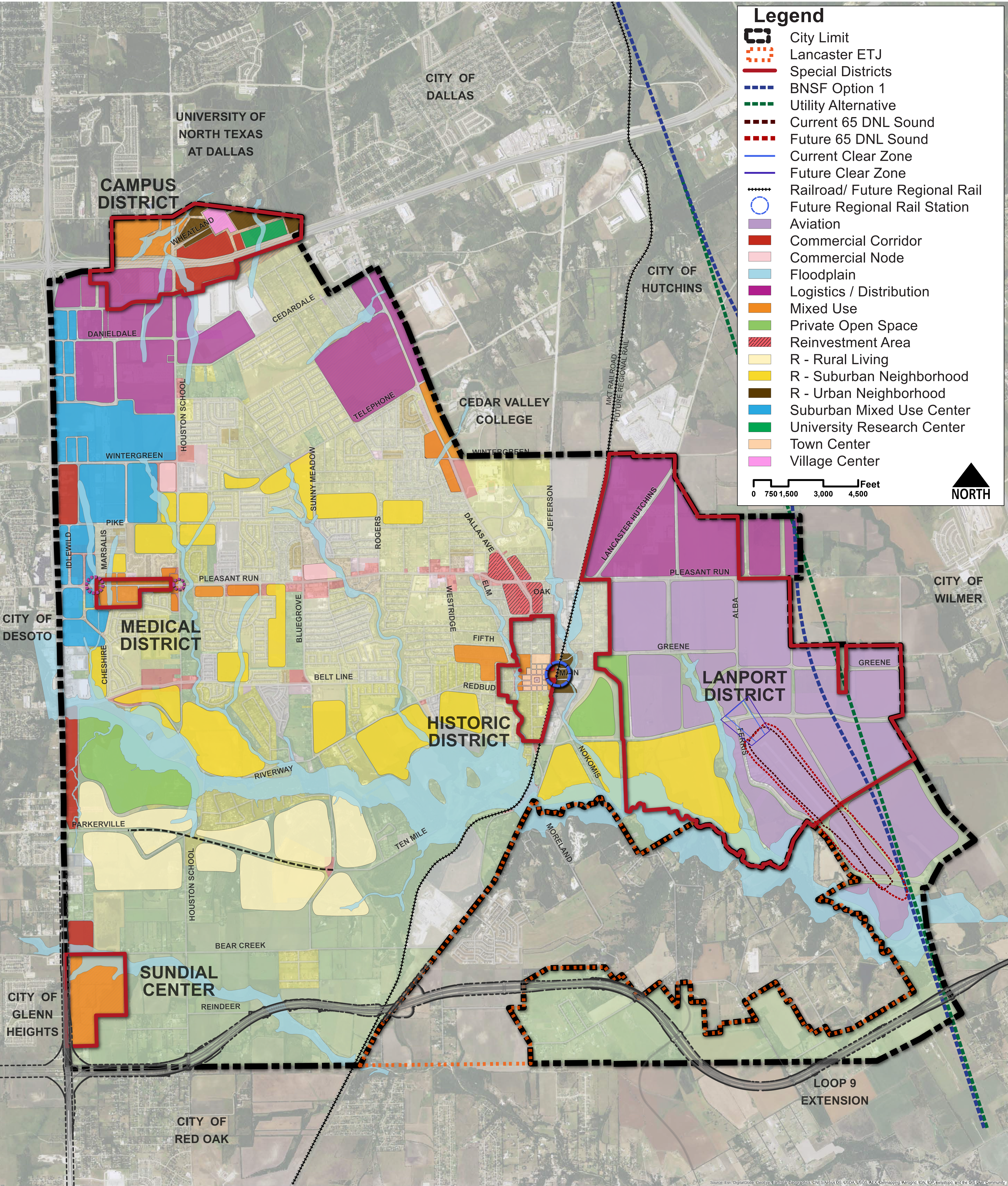


Dunkin Sefko & Associates, Inc.
Urban Planning Consultants
Adopted February 25, 2002

2000 0 2000 4000 6000 Feet

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

Preferred Scenario



MINUTES

PLANNING & ZONING COMMISSION SPECIAL MEETING OF SEPTEMBER 10, 2019

The Planning and Zoning Commission of the City of Lancaster, Texas, met in a Special Session in the Council Chambers of City Hall on September 10, 2019 at 7:15 p.m. with a quorum present to-wit:

Commissioners Present:

Jeremy Reed, Chair
Ernest Casey
Isabel Aguilar
Tamika Whitfield, Alternate

Commissioners Absent:

Ty G. Jones, Vice-Chair
Lawrence Prothro

City Staff:

Bester Munyaradzi, Senior Planner

PUBLIC TESTIMONY:

No one spoke.

Call to order:

Chair Reed called the meeting to order at 7:15 p.m. on September 10, 2019.

CONSENT AGENDA:

Chair Reed read the consent agenda.

1. Consider approval of minutes from the Planning and Zoning Commission Regular Meeting held on August 6, 2019.
2. HLPC19-07 Discuss and consider a Certificate of Appropriateness (COA) for the construction of a new 2,112 square feet home on the property located at 114 Hackberry Street, Lancaster, Dallas County, Texas.
3. PS19-18 Consider a request for approval of a preliminary plat for Shahla Homes Addition, being Lots 1-6, Block A; Lots 1-2, Block B; Lots 1-15, Block C; Lots 1-11, Block D; Lots 1-8, Block E and Lots 1-10, Block F on approximately 10.8 acres, addressed as 966 North Bluegrove Road. The property is described as a tract of land situated in the A. Bledsoe Survey, Abstract No. 113, in the City of Lancaster, Dallas County, Texas.
4. PS19-22 Discuss and consider a request for approval of a preliminary plat for Rolling Meadows Phase 3, being 87 residential lots and two (2) open space lots on approximately 21.14 acres. It is located north of Belt Line Road and east of Rolling Hills Place and is approximately 21.14 acres in size. The property is more particularly described as property located in the Valentine Wampler Survey, Abstract No. 1546, G.K. Sneed Survey, Abstract No. 1278 and J.M. Rawlins Survey, Abstract No. 1208 in the City of Lancaster, Dallas County, Texas.

MOTION: Commissioner Aguilar made a motion, seconded by Commissioner Prothro to approve items 1-4. The vote was cast 4 for, 0 against. [Ty G. Jones and Casey absent]

PUBLIC HEARING:

- 5. Z19-10 Conduct a public hearing and consider a Specific Use Permit (SUP) request for in-home daycare at a property addressed as 3116 Prairie Aster Drive; Lot 12 Block F in Meadowview Phase Two subdivision. The property is located within the J.L. Samson Survey, Abstract No. 1311 City of Lancaster, Dallas County, Texas.**

Senior Planner Munyaradzi gave the staff report and stated that this is a request for in-home daycare for up to 12 children. At the moment, the in-home daycare has 5 children and has been in operation and registered since October 2009. The Lancaster Development Code (LDC) requires all in-home day cares in all residential zoning districts to obtain a Specific Use Permit (SUP). The applicant is therefore seeking to bring the business into compliance with the City requirements. In-home day cares are classified as Home Occupation and required to meet Home Occupation regulations. Staff recommends approval of this request subject to stipulations specified in the staff report.

Commissioner Aguilar asked staff to clarify the need for the Specific Use Permit. She also asked if they have to be in compliance with the Texas Department of Family Protective Services. Senior Planner Munyaradzi stated that the LDC requires in-home daycare operators to obtain an SUP and that all in-home daycares have to be in compliance with all state and City regulations.

Chair Reed opened the public hearing.

Applicant, Ms. Delores Chaney, 3116 Prairie Aster Drive, owner and operator of the in-home daycare spoke in favor of the request. She also stated that she was approved for a Certificate of Occupancy in 2009 by the Fire Marshall and did not feel the Specific Use Permit (SUP) was fair. Senior Planner Munyaradzi noted that staff had met and spoke with the applicant prior and alerted the applicant that the Certificate of Occupancy from the Fire Marshall did not exempt her from obtaining the SUP as required by the LDC.

MOTION: Commissioner Casey made a motion, seconded by Commissioner Aguilar to close the public hearing. The vote was cast 4 for, 0 against. [Ty G. Jones and Prothro absent.]

Commissioner Whitfield asked for clarification of the Specific Use Permit (SUP) and the need for a resubmittal if she received a Certificate of Occupancy in 2009. Senior Planner Munyaradzi contended that the Certificate of Occupancy was issued in error.

MOTION: Commissioner Aguilar made a motion, seconded by Commissioner Whitfield to approve item 5 subject to stipulation stated in the staff report. The vote was cast 4 for, 0 against. [Ty G. Jones and Prothro absent.]

6. **Z19-12 Conduct a public hearing and consider a Specific Use Permit (SUP) request for in-home daycare at a property addressed as 1440 Gentle Rain Drive; Lot 5 Block L in Meadowview Phase One subdivision. The property is located within the J.L. Samson Survey, Abstract No. 1311 City of Lancaster, Dallas County, Texas.**

Senior Planner Munyaradzi stated that the applicant requested that this item be postponed until the November 5, 2019 Planning & Zoning Commission meeting and staff recommend that the item be postponed per applicant's request.

MOTION: Commissioner Aguilar made a motion, seconded by Commissioner Casey to postpone item 6 to the November 5, 2019 Planning & Zoning Commission meeting. The vote was cast 4 for, 0 against. [Ty G. Jones and Prothro absent.]

7. **Z19-15 Conduct a public hearing and consider a rezoning request from Single-Family Residential (SF-4) to Neighborhood Services (NS). The properties are located on the northwest corner of Springcrest Circle and West Pleasant Run Road. The property is described as a tract of land recorded in Volume 42, Page 209, Deed Records, in the City of Lancaster, Dallas County, Texas.**

Senior Planner Munyaradzi gave the staff report and stated that this is a request to rezone from SF-4 to Neighborhood Service (NS) for a commercial building development on 0.70 acre property. The current zoning only allows single family dwelling uses and the proposed zoning change would allow limited retail intended for day-to-day retail needs for surrounding neighborhoods. The Future Land Use Plan of the Comprehensive Plan indicates that this area is intended for commercial development and the proposed NS is therefore consistent with the Future Land Use Plan of the Comprehensive Plan. Therefore staff recommends approval of the request as presented.

Chair Reed opened the public hearing.

No one spoke.

MOTION: Commissioner Casey made a motion, seconded by Commissioner Aguilar to close the public hearing. The vote was cast 4 for, 0 against. [Ty G. Jones and Prothro absent.]

Commissioner Whitfield asked if specific uses were stated for NS. Senior Planner Munyaradzi stated the uses given in the staff report.

Commissioner Aguilar asked if the rezoning is part of the Comprehensive Plan and Senior Planner Munyaradzi noted that the request was consistent with Future Land Use Plan of the Comprehensive Plan.

MOTION: Commissioner Aguilar made a motion, seconded by Commissioner Casey to approve item 7. The vote was cast 3 for, 1 against. [Ty G. Jones and Prothro absent.]

8. Z19-16 Conduct a public hearing and consider a Specific Use Permit (SUP) request for in-home daycare at a property addressed as 1909 Enchanted Lane; Lot 5A Block E in Enchanted Forest Addition subdivision. The property is located in Volume 85107 and Page 2018 in the City of Lancaster, Dallas County, Texas.

Senior Planner Munyaradzi gave the staff report and stated that this is a request for an in-home daycare for up to 12 children. At the moment, the in home daycare has six (6) children and has been in operation and registered since August 2014. The LDC requires in-home day cares in all residential zoning districts to obtain SUP. The applicant is therefore seeking to bring the business into compliance with the City requirements. In-home day cares are classified as Home Occupation and required to meet Home Occupation regulations. Staff recommends approval of this request subject to stipulations specified in the staff report.

Chair Reed opened the public hearing.

Applicant, Ms. Lashun Williams, 1909 Enchanted Lane, spoke in favor of the request.

MOTION: Commissioner Aguilar made a motion, seconded by Commissioner Casey to close the public hearing. The vote was cast 4 for, 0 against. [Ty G. Jones and Prothro absent.]

MOTION: Commissioner Aguilar made a motion, seconded by Commissioner Casey to approve item 8 subject to stipulations stated in the staff report. The vote was cast 4 for, 0 against. [Ty G. Jones and Prothro absent.]

9. Z19-17 Conduct a public hearing and consider a rezoning request from Agricultural Open (A-O) to Single Family Residential Estate (SF-E). The property is addressed as 913 Ten Mile Road. It is further described as a 4.172 tract of land situated in the Arthur Eldridge Survey, Abstract No. 449, City of Lancaster, Dallas County, Texas.

Senior Planner Munyaradzi gave the staff report and stated that this is a request to rezone the subject property from Agriculture Open (A-O) to Single Family-Estate (SF-E) on 4.17 acre lot for single family home development. The current zoning only allows agricultural uses with one (1) single family dwelling on five (5) or more acres. SF-E zoning allows one (1) dwelling unit per acre. The Comprehensive Plan Future Land Use map designates this area as Rural Living. The proposed zoning change is therefore consistent with the Future Land Use Plan of the Comprehensive Plan. Staff recommends approval of the request as presented.

Chair Reed opened the public hearing. No one spoke.

MOTION: Commissioner Casey made a motion, seconded by Commissioner Aguilar to close the public hearing. The vote was cast 4 for, 0 against. [Ty G. Jones and Prothro absent.]

MOTION: Commissioner Aguilar made a motion, seconded by Commissioner Casey to approve item 9. The vote was cast 4 for, 0 against. [Ty G. Jones and Prothro absent.]

- 10. Z19-18 Conduct a public hearing and consider a rezoning request from Agricultural Open (A-O) to Single Family Residential Estate (SF-E). The property is addressed as 1517 Raintree Drive. It is further described as a tract of land situated in the M.H. Lavender Survey, Abstract No. 765 in the City of Lancaster, Dallas County, Texas**

Senior Planner Munyaradzi gave the staff report and stated that this is a request to rezone the subject property from Agriculture Open (A-O) to Single Family-Estate (SF-E) on 1.8 acre lot for single family home development. The current zoning only allows agricultural uses with one (1) single family dwelling unit on five (5) or more acres. SF-E zoning allows one (1) dwelling unit per acre. The Comprehensive Plan Future Land Use map designates this area as Rural Living. The zoning change request is therefore consistent with the Comprehensive Plan and staff recommends approval of the request as presented.

Chair Reed opened the public hearing. No one spoke.

MOTION: Commissioner Aguilar made a motion, seconded by Commissioner Casey to close the public hearing. The vote was cast 4 for, 0 against. [Ty G. Jones and Prothro absent.]

MOTION: Commissioner Aguilar made a motion, seconded by Commissioner Casey to approve item 10. The vote was cast 4 for, 0 against. [Ty G. Jones and Prothro absent.]

MOTION: Commissioner Aguilar made a motion, seconded by Commissioner Casey to adjourn. The vote was cast 4 for, 0 against. [Ty G. Jones and Prothro absent.]

The meeting was adjourned at 7:46 p.m.

ATTEST:

APPROVED:

Bester Munyaradzi, Senior Planner

Jeremy Reed, Chair

CITY OF LANCASTER'S BOARDS AND COMMISSIONS

Planning & Zoning Commission

9.

Meeting Date: 09/10/2019

Policy Statement: This request supports the City Council 2019-2020 Policy Agenda

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

Submitted by: Bester Munyaradzi, Senior Planner

Agenda Caption:

Z19-17 Conduct a public hearing and consider a rezoning request from Agricultural Open (AO) to Single Family Residential Estate (SF-E). The property is addressed as 913 Ten Mile Road. It is further described as a 4.172 tract of land situated in the Arthur Eldridge Survey, Abstract No. 449, City of Lancaster, Dallas County, Texas.

Background:

1. **Location and Size:** The property is located approximately 1,500 feet east of Truman Circle and on the north side of Ten Mile Road and is addressed as 913 Ten Mile Road and is approximately 4.17 acres in size.
2. **Current Zoning:** The subject property is currently zoned Agricultural Open (A-O).
3. **Adjacent Properties:**
North: A-O Agricultural Open (Occupied Residence)
South: A-O Agricultural Open (Bear Creek Nature Park)
East: A-O Agricultural Open (Vacant)
West: SF-E Single-Family Estate (Occupied Residence)
4. **Comprehensive Plan Compatibility:** The Future Land Use Plan of the Comprehensive Plan identifies this site as suitable for Rural Living uses. This request is consistent with the Future Land Use Plan of the Comprehensive Plan.

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 4.17 acre lot. The current zoning only allows for agricultural uses and a single family dwelling on five (5) acres or more. SF-E zoning allows one (1) dwelling unit per acre.

Consistency with the Comprehensive Plan:

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

Potential Impact on Adjacent Development:

The property to the north is zoned A-O and has a home. The property to the east is zoned A-O and is vacant. The property to the south is zoned A-O and has a public park and the property to the west is zoned SF-E and has a home. This property serves as an ideal location for a single family home as it is surrounded by properties with built homes and a property with the potential for a home to be built. If zoning is approved by City Council, the proposed SF-E development will be subject to the Lancaster Development Code, Subdivision Regulations and all other relevant City Codes.

Availability of utilities and access:

The subject property is served by City of Lancaster water and a septic tank will be required for sewer services.

Site conditions such as vegetation, topography and flood plain:

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

A majority of this lot is located either within the 100-year floodplain (blue shaded area) or floodway. The applicant has been notified of the need to adhere to erosion hazard setback easement requirement when developing the property.

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 Future Land Use Plan of the Comprehensive Plan.

Public Information Considerations:

This is a zoning change request and in accordance with the Texas Local Government Code, Section 211, zoning change requests must be noticed 10 days before the hearing. On August 27, 2019 a notice for this public hearing appeared in the Focus Daily Newspaper. 7 notifications of this public hearing were mailed to owners that are within 200 feet of the subject property. There were no letters received in support and/or in opposition to 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

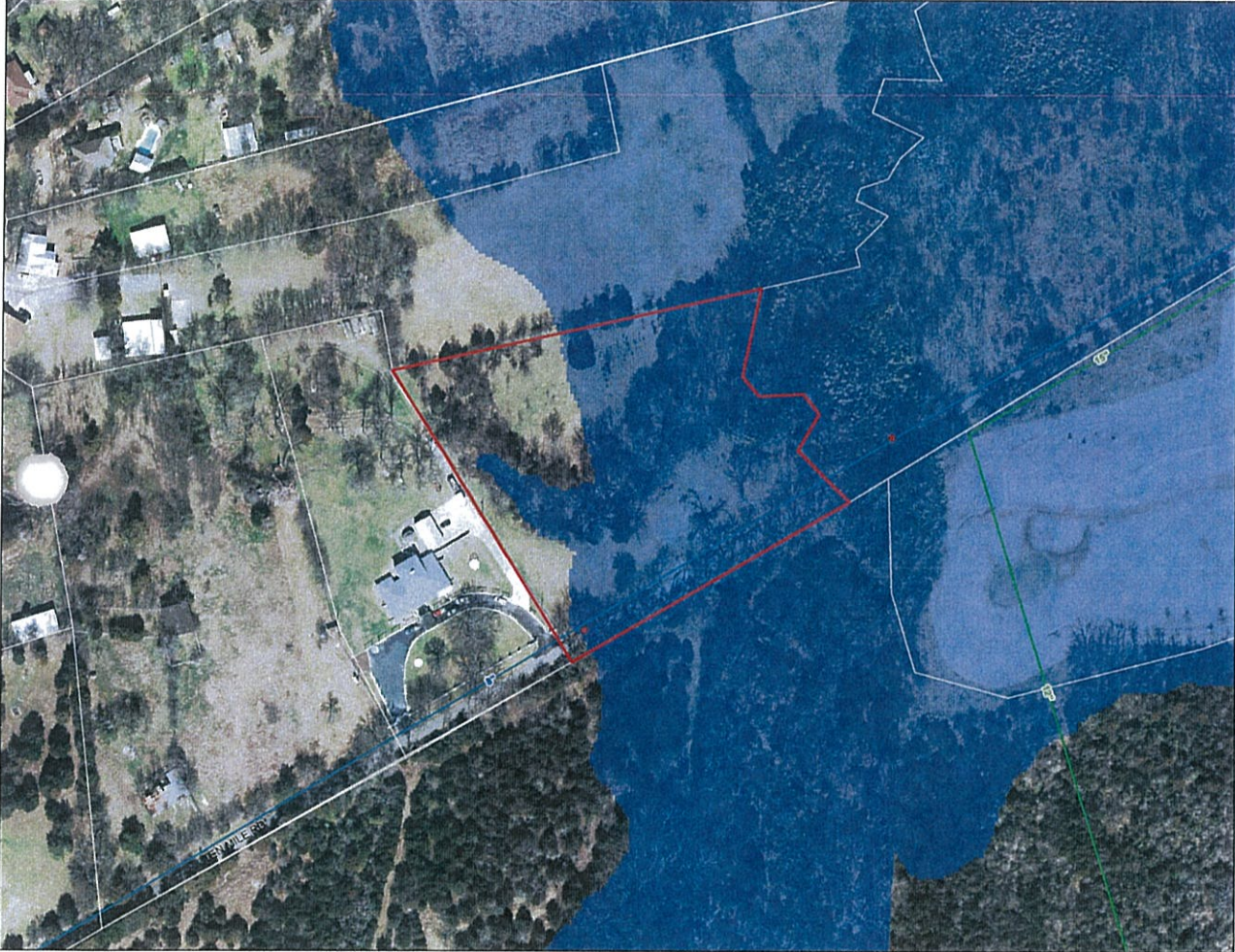
Location Map

Zoning Exhibit

Structure Location Exhibit

2002 Future Land Use Map

2016 Future Land Use Map



City of Lancaster
913 Ten Mile Rd.
Zoning: A-O

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.

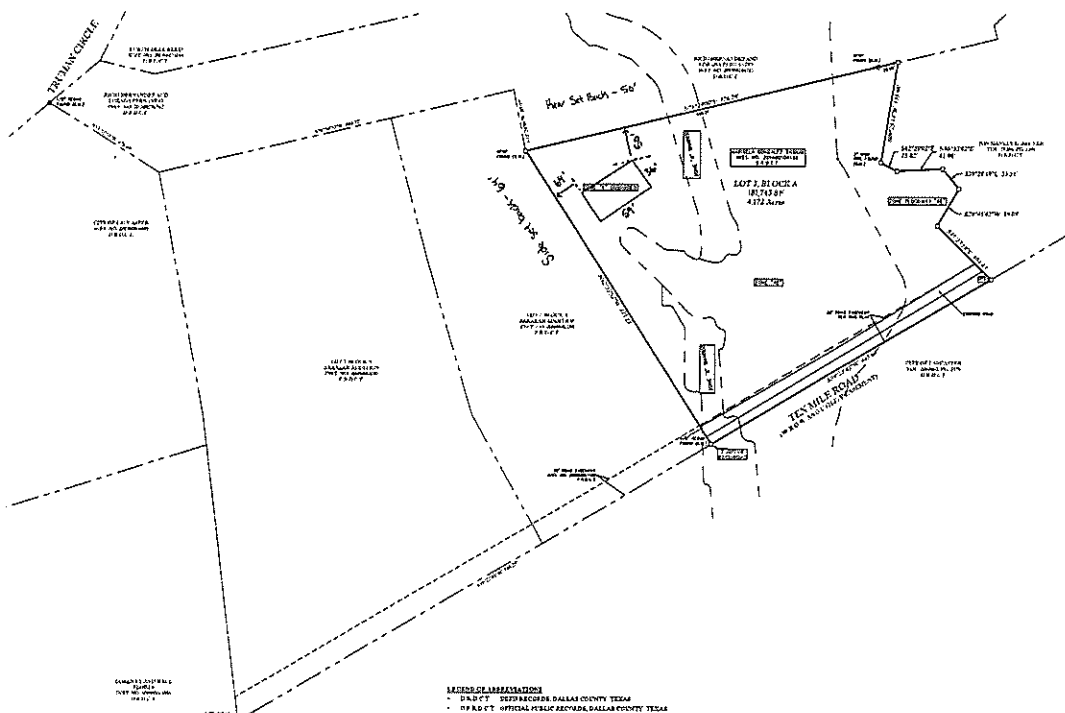
- Fire Hydrants
- Parcels
- Storm Sewer Lines
- Sewer Lines
- Water Lines
- FEMA 100yr Floodplain

0 65 130 260 Feet

date: 08/07/2019

1. Bearings and distances are based on Tator State Plane Coordinates System, Zone North, County Line 3253, 3rd Edition, August of 1983 (NAD 83). (US B with a combined area of 1,069,375,000).
2. This property lies within Town "K" Unincorporated, "K" Unincorporated, and All Property of the Third Louisiana Canal Map to Dallas County, Texas and Incorporated, map no. 4110C01-K, dated July 7, 2010, via aerial view for lot area and square footage.
3. Taxes listing portion of this address by owner and located in Tator State Plane Coordinates and other property located and is intended to locate and establish of address and boundary location.
4. The location of this lot in the state was recorded by one of a kind of land

George W. Hanks, S.F. & B.
 No. 1138
 STATE OF TEXAS
 COUNTY OF DENTON
 I, J. C. LEE, the undersigned authority, a Justice of the Peace for the State of Texas, do hereby personally appoint Thomas
 Hanks, herein to be, to the general office of and authorized by the foregoing appointment and authorized to do that the above
 the same for the purpose and term of office therein expressed.
 GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 19____
 Notary Public in and for the State of Texas

[illegible]

Whereof \$0 had of _____, To wit: for us _____ \$0 _____.

To: _____
Merrill Lynch, Pierce, Fenner & Smith

STATE OF TEXAS I
COUNTY OF _____

BETORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.


GIVEN UNDER MY HAND AND SEAL OF OFFICE ON _____ day of _____, 19____.

Murray Pollock and for the Board of Trustees

AFFIRMED:
The year is hereby spoken as if by the City of Lancaster, Tex.

Notary Public _____
Date: _____


WITNESSES:
_____ Date: _____




WINDROSE
LAND SURVEYING & PLANNING
10000 E. 15th Avenue, Suite 100, Denver, CO 80202
Phone: (303) 751-1111 Fax: (303) 751-1112
www.windrosesurveying.com

MINOR PLAT
BASILIO ADDITION
LOT 3, BLOCK A

Being a 4.172 acre tract of land situated in the Arthur Eldridge Survey, Abstract No. 449 City of Lancaster, Dallas County, Texas



ARTHUR
LAND SURVEYING & PLANNING
10000 E. 15th Avenue, Suite 100, Denver, CO 80202
Phone: (303) 751-1111 Fax: (303) 751-1112
www.arthurland.com

BY:  **ARTHUR**
Surveyor No. 12345

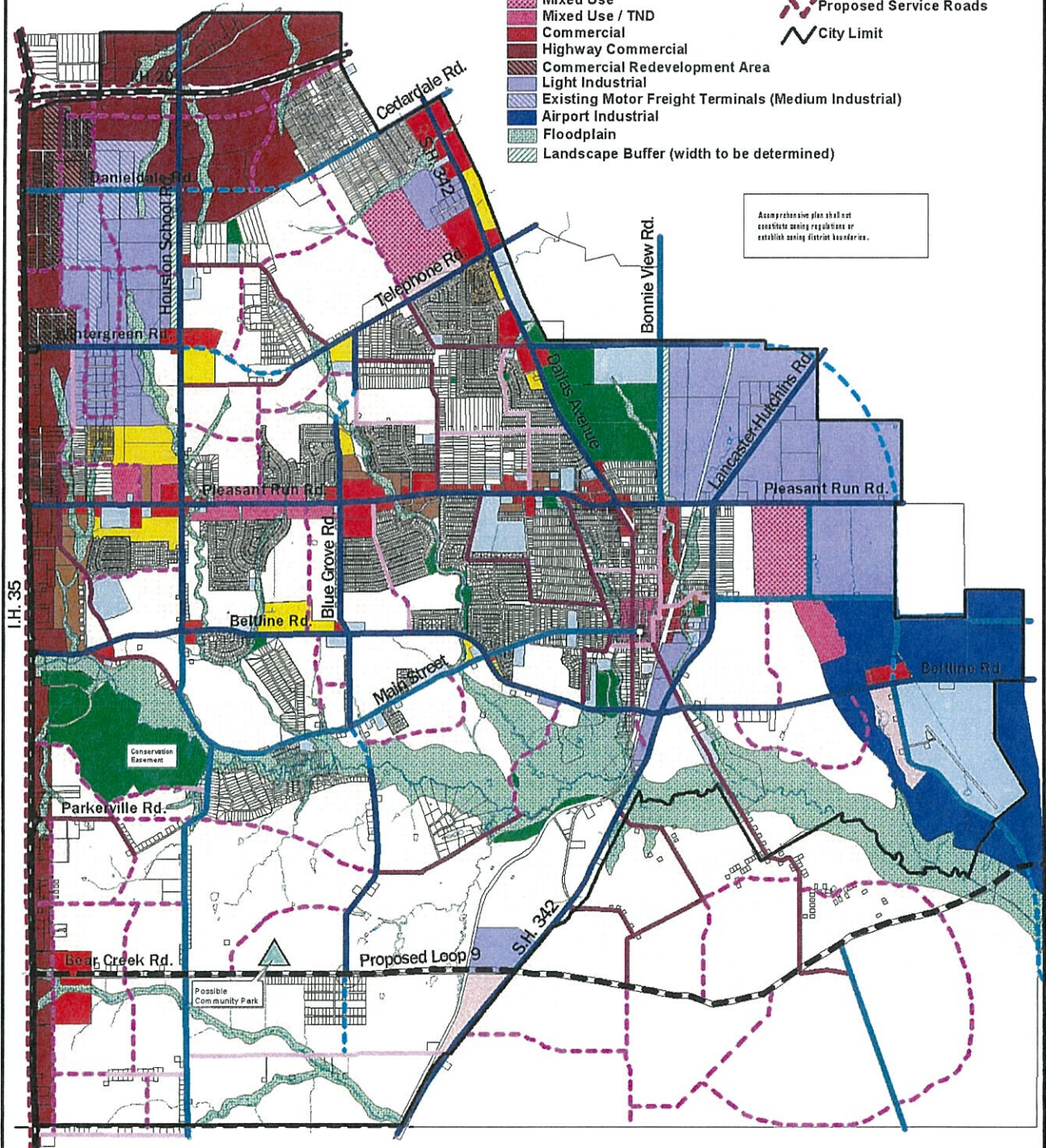
LEADS OF INVESTIGATION

- * PRODUCT DEED RECORDS, DALLAS COUNTY TEXAS
- * PRODUCT OFFICIAL PUBLIC RECORDS, DALLAS COUNTY TEXAS
- * PRODUCT PLAT RECORDS, DALLAS COUNTY TEXAS
- * EOW RIGHT OF WAY
- * DE 1/2 INCH CAPPED REBAR STAMPED "WIDOWMAE" SET
- * CMH CONTINGENT ON MORTGMENT

Legend

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

Comprehensive plan shall not constitute zoning regulations or establish zoning district boundaries.

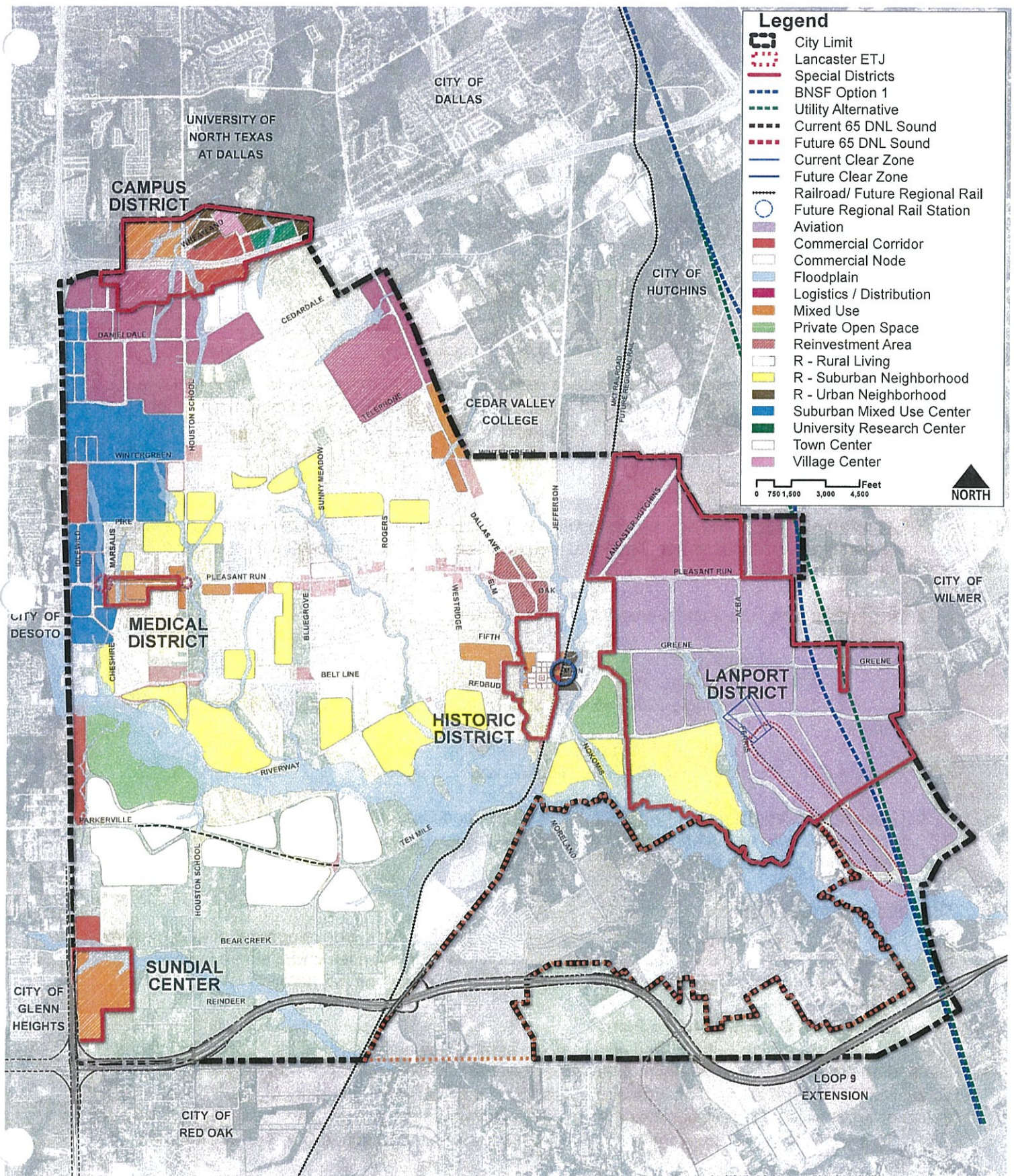


Dunkin Sefko & Associates, Inc.
Urban Planning Consultants
Adopted February 25, 2002

2000 0 2000 4000 6000 Feet

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

Preferred Scenario



LANCASTER CITY COUNCIL

City Council Regular Meeting

15.

Meeting Date: 10/14/2019

Policy Statement: This request supports the City Council 2019-2020 Policy Agenda

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

Submitted by: Bester Munyaradzi, Senior Planner

Agenda Caption:

Z19-18 Conduct a public hearing and consider a rezoning request from Agricultural Open (A-O) to Single Family Residential Estate (SF-E). The property is addressed as 1517 Raintree Drive. It is further described as a tract of land situated in the M.H. Lavender Survey, Abstract No. 765 in the City of Lancaster, Dallas County, Texas.

Background:

1. **Location and Size:** The property is located approximately 810 feet east of Nokomis Road and on the northwest side of Raintree Drive and is addressed as 1517 Raintree Drive. It is approximately 1.8 acres in size.
2. **Current Zoning:** The subject property is currently zoned as (A-O).
3. **Adjacent Properties:**
North: A-O Agricultural Open (Vacant)
South: SF-E and A-O Single Family-Estate and Agricultural Open (Occupied Residence and Vacant)
East: A-O Agricultural Open (Occupied Residence)
West: A-O Agricultural Open (Occupied Residence)
4. **Comprehensive Plan Compatibility:** The Future Land Use Plan of the Comprehensive Plan identifies this site as suitable for Rural Living uses. This request is consistent with the Future Land Use Plan of the Comprehensive Plan.

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 1.8 acre lot. The current zoning only allows for agricultural uses and a single family dwelling on five (5) acres or more. SF-E zoning would allow one (1) dwelling unit per acre.

Consistency with Comprehensive Plan:

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

Potential Impact on Adjacent Development:

Properties to the north, east and west are zoned A-O and the properties south of the subject site are zoned A-O and SF-E. The properties to the east, west and south are occupied with homes and the property to the north is vacant. This property serves as an ideal location for a single family home as it is surrounded by properties with built homes and properties with the potential for a home to be built. If zoning is approved by City Council, the proposed SF-E development will be subject to the Lancaster Development Code, Subdivision Regulations and all other relevant City Codes.

Availability of utilities and access:

The City does not have any water or sewer lines in this area. Rockett Special Utility District (SUD) provides water and a septic tank will be required for sewer services.

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 Future Land Use Plan of the Comprehensive Plan.

Public Information Considerations:

This is a zoning change request and in accordance with the Texas Local Government Code, Section 211, zoning change requests must be noticed 10 days before the hearing. On August 27, 2019 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 (1) no letter received in support and one (1) letter in opposition of this request.

Options/Alternatives:

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

Recommendation:

On September 10, 2019, the Planning and Zoning Commission recommended approval of the request as presented and staff concurs with the Planning and Zoning Commission's recommendation.

Attachments

Ordinance

Location Map

Zoning Exhibit

2002 Future Land Use Map

2016 Future Land Use Map

Letter In Support

Letter in Opposition

P&Z Draft Minutes (September 10, 2019)

P&Z Agenda Communication with Attachments (September 10, 2019)

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, CHANGING THE ZONING DESIGNATION ON APPROXIMATELY 1.8 ACRES OF LAND GENERALLY LOCATED APPROXIMATELY 810 FEET EAST OF NOKOMIS ROAD AND ON THE NORTHWEST SIDE OF RAINTREE DRIVE WITH AN ADDRESS OF 1517 RAINTREE DRIVE 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.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 14th day of October, 2019.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

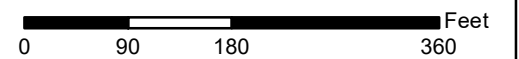
David T. Ritter, City Attorney

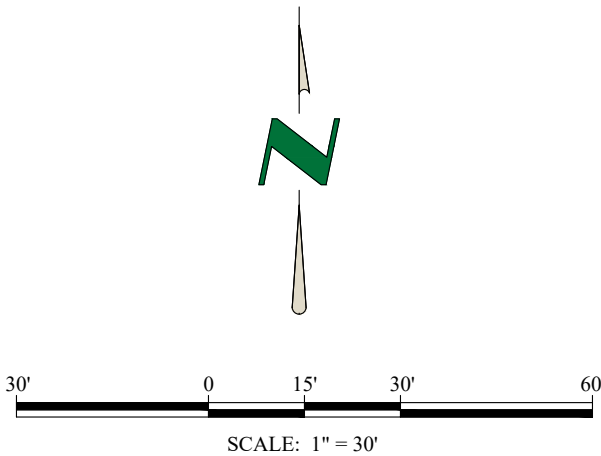


City of Lancaster
1517 Raintree Dr.
Zoning: A-O

DISCLAIMER / LIMITATION OF LIABILITY
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- Fire Hydrants
- Storm Sewer Lines
- Parcels
- Sewer Lines
- Water Lines
- FEMA 100yr Floodplain





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 1.000136506.
- Elevations, are referenced to City of Lancaster Benchmark No. 3 with a published elevation of 601.18'.
- This property lies within Zone X (Unshaded) of the Flood Insurance Rate Map for Dallas County, Texas and Incorporated Areas, map no. 480165 0665 K, with an effective date of July 07, 2014, via scaled map location and graphic plotting.

NOTE REGARDING UTILITIES

Utility locations are per observed evidence only.

LEGEND

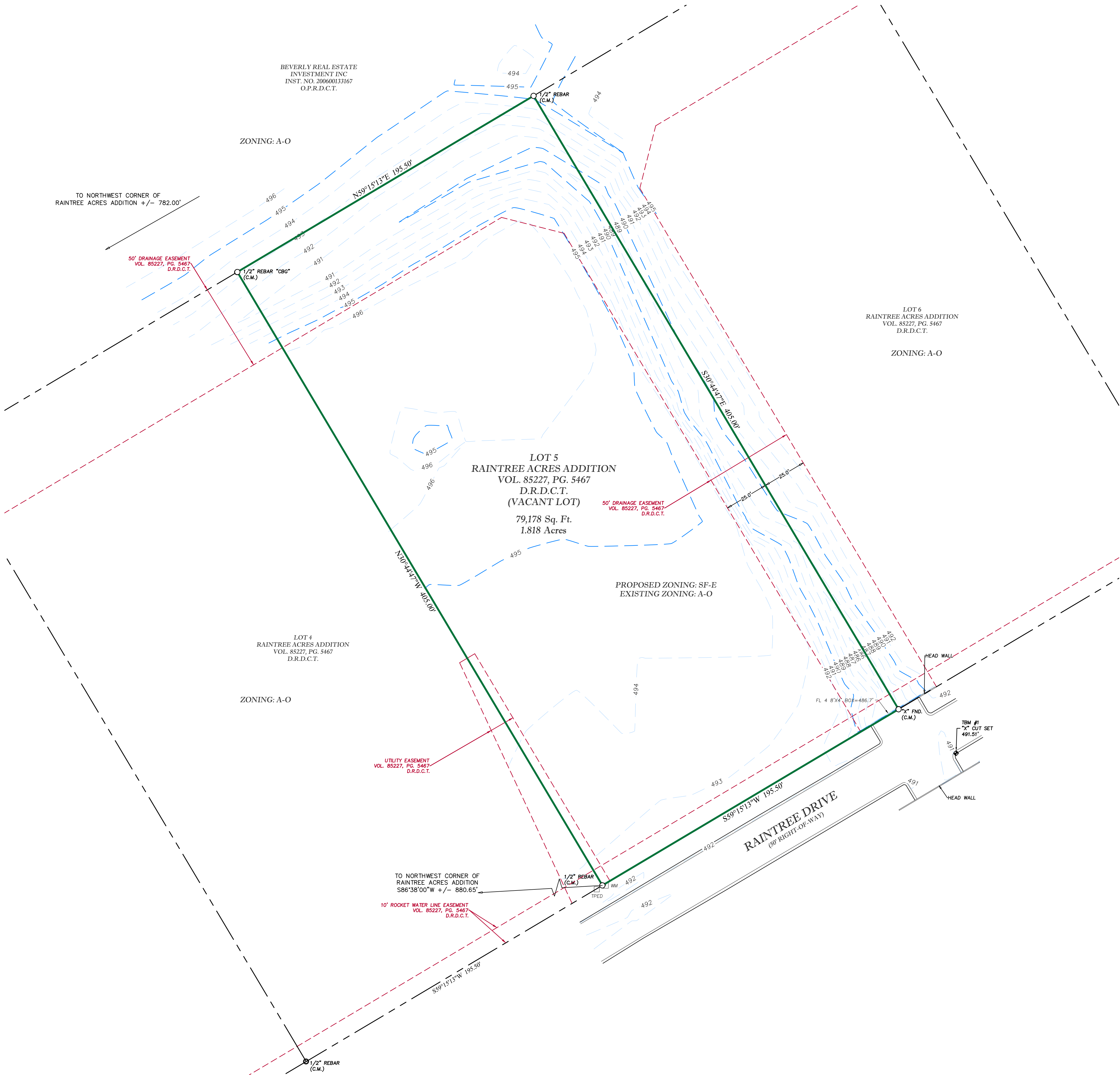
- air conditioning unit
- irrigation control valve
- cable tv
- electric meter
- fence or guardrail
- fire dept. connection
- fire hydrant
- bollard
- area drain
- grate inlet
- gas valve
- gas meter
- gas well
- sign
- sanitary sewer manhole
- storm water manhole
- telephone manhole
- tank fill lid
- telephone pedestal
- traffic signal pole
- utility clean out
- comm. utility cabinet
- electric utility cabinet
- comm. utility vault
- elect. utility vault
- water utility vault
- utility/service pole
- utility sign
- water shutoff
- water valve
- well
- water meter
- cable tv riser
- air release valve
- utility markings
- tree
- shrub/decorative tree or tree with diameter < 4 in.
- contour lines

LEGEND OF ABBREVIATIONS

- D.R.D.C.T. DEED RECORDS, DALLAS, TEXAS
- O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS
- P.R.D.C.T. PLAT RECORDS, DALLAS COUNTY, TEXAS
- ROW RIGHT OF WAY
- IRS 1/2 INCH CAPPED REBAR STAMPED "ASC" SET
- C.M. CONTROLLING MONUMENT

SITE BENCHMARKS:

- TBM #1: Being an "X" cut set on a concrete back of curb, approximately 33 feet Eastm and 25 feet South of the Southeast corner of the subject property. Elevation = 491.51'.



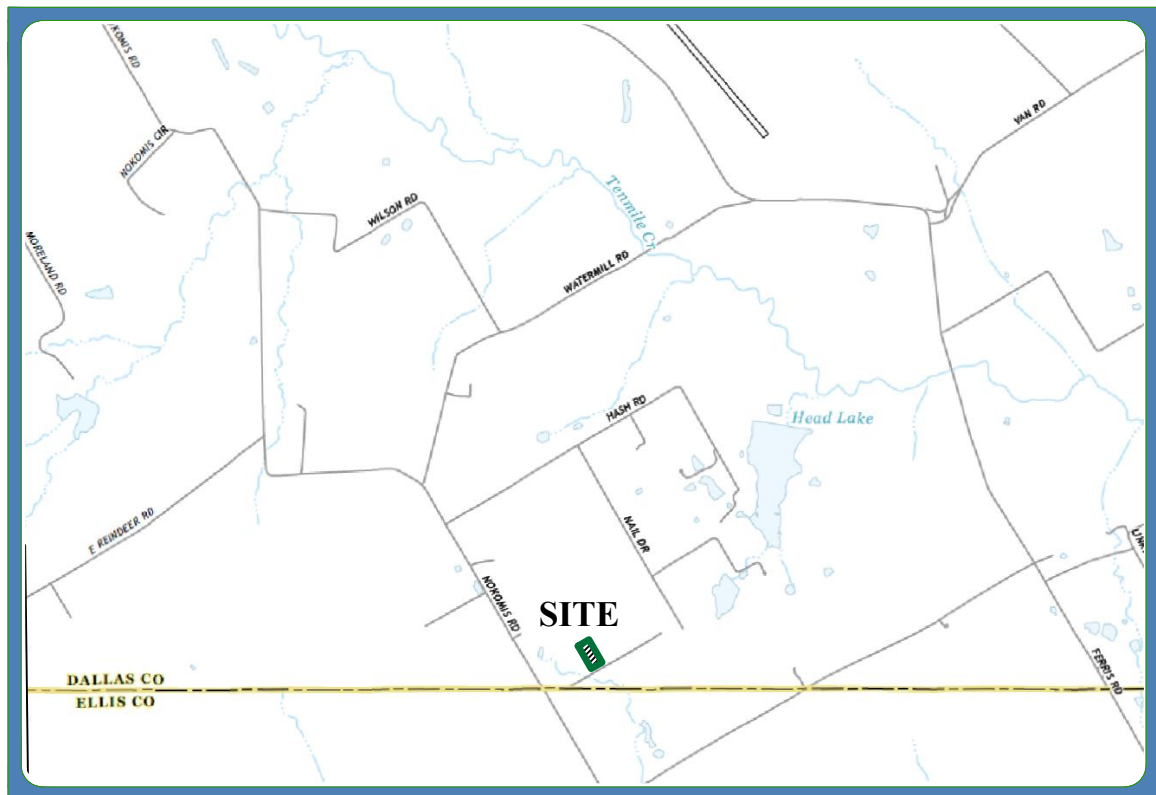
PROPERTY DESCRIPTION:

Being all of Lot 5, of Raintree Acres Addition, an addition to Dallas County, Texas, according to the Plat thereof recorded in Volume 85227, Page 5467, Deed Records of Dallas County, Texas.

TITLE COMMITMENT NOTES

This survey was prepared without the benefit of a commitment for title insurance. Therefore, easements, agreements, or other documents, either recorded, or unrecorded may exist that affect the subject property that are not shown on this survey.

VICINITY MAP
NOT TO SCALE

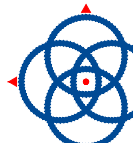


ZONING EXHIBIT

CASE NO. Z19-18

Lot 5
Raintree Acres Addition
1.818 Acres in the
M.H. Lavender Survey, Abstract No. 765
City of Lancaster Dallas County, Texas

DRAWN: R.H./G.L.C. CHECKED: T.M. DATE: 08/01/2019 JOB NO.: 2019.7.313



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

OWNER/DEVELOPER

David Joe Greer
4329 Reeder Drive
Carrollton, Texas, 75010

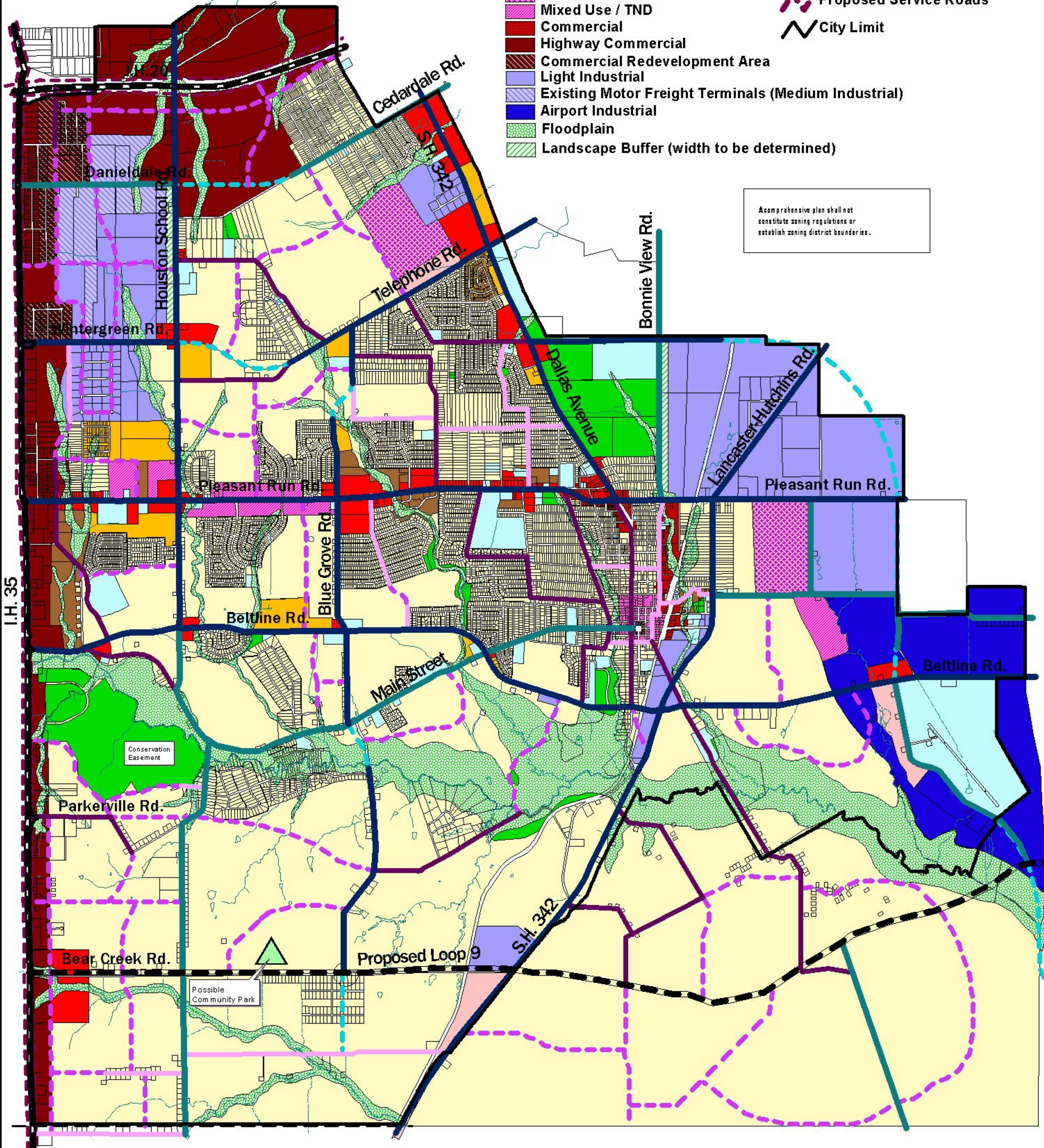
SURVEYOR CONTACT

Grayson CeBallos
220 Elm Street, Suite 200
Lewisville, Texas 75057
grayson.ceballos@windroseservices.com

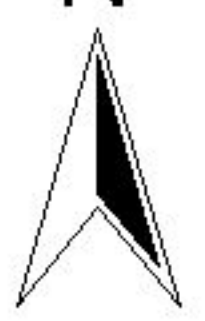
Legend

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

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



N

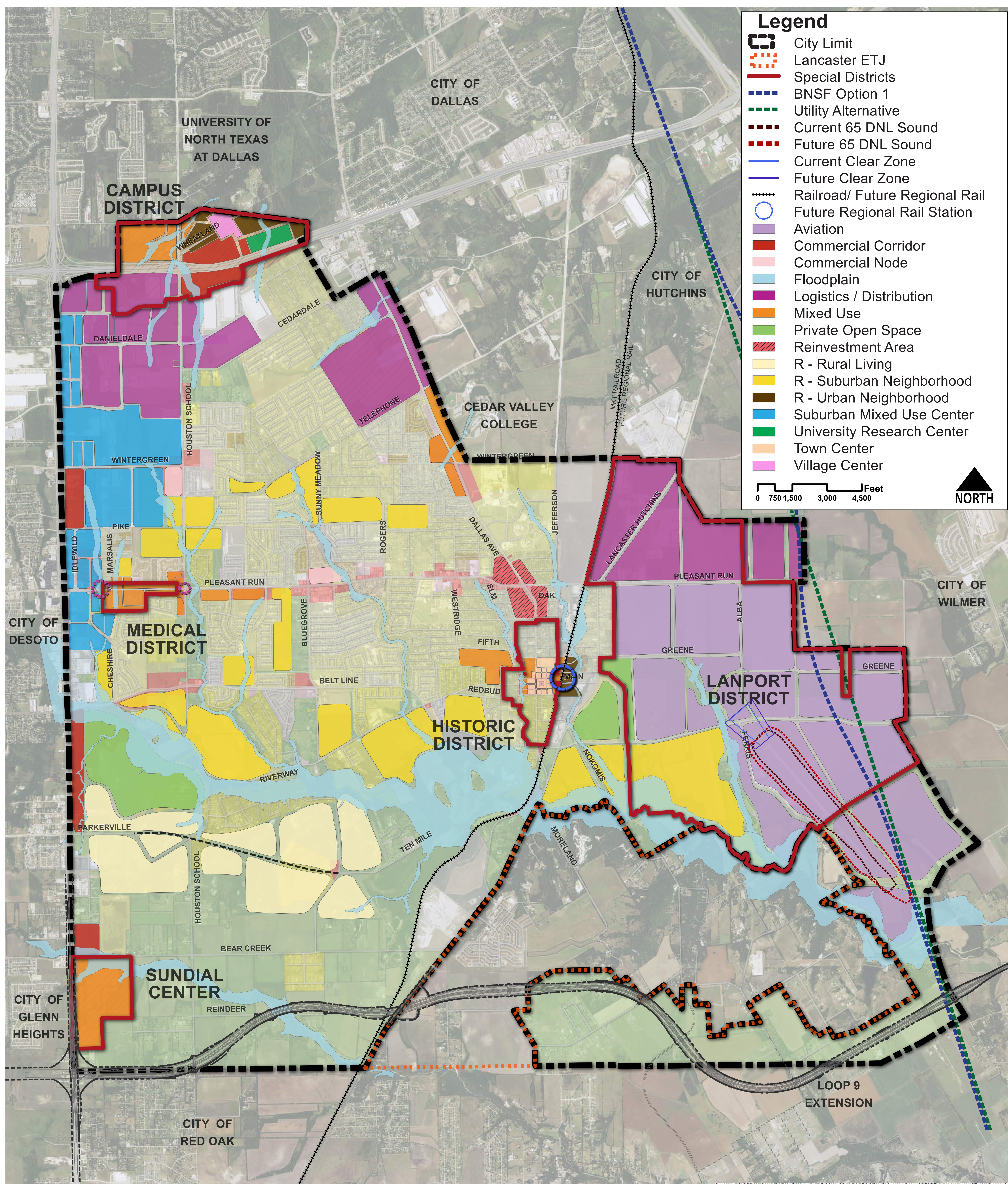


Dunkin Sefko & Associates, Inc.
Urban Planning Consultants
Adopted February 25, 2002

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: 8/21/2019

NOTICE OF PUBLIC HEARING

TO: Property Owner

RE: **Case No. Z19-18:** to conduct a public hearing and consider a rezoning request from Agricultural Open (A-O) to Single Family Residential Estate (SF-E). The property is addressed as 1517 Raintree Drive. It is further described as a tract of land situated in the M.H. Lavender Survey, Abstract No. 765 in the City of Lancaster, Dallas County, Texas.

LOCATION: The property is located approximately 810 feet east of Nokomis Road and on the northwest side of Raintree Drive and is addressed as 1517 Raintree Drive.

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

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

ALL THE PROPERTY ON RAINTREE SHOULD BE RESIDENTIAL

SIGNATURE: *[Signature]*

ADDRESS: *1517 RAIN TREE DR.*

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, September 10, 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, October 14, 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, August 30, 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 8/23/2019

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





CITY OF LANCASTER

SHINING STAR OF TEXAS

Planning Department

Date: 8/21/2019

NOTICE OF PUBLIC HEARING

TO: Property Owner

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LOCATION: The property is located approximately 810 feet east of Nokomis Road and on the northwest side of Raintree Drive and is addressed as 1517 Raintree Drive.

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

SIGNATURE:

ADDRESS:

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, September 10, 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, October 14, 2019 at 7:00 pm**. Meetings are held in the City Council Chambers, City of Lancaster Municipal Center, 211 N. Henry Street, Lancaster, Texas.

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Planning Division
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Lancaster, TX 75146-0940

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



MINUTES

PLANNING & ZONING COMMISSION SPECIAL MEETING OF SEPTEMBER 10, 2019

The Planning and Zoning Commission of the City of Lancaster, Texas, met in a Special Session in the Council Chambers of City Hall on September 10, 2019 at 7:15 p.m. with a quorum present to-wit:

Commissioners Present:

Jeremy Reed, Chair
Ernest Casey
Isabel Aguilar
Tamika Whitfield, Alternate

Commissioners Absent:

Ty G. Jones, Vice-Chair
Lawrence Prothro

City Staff:

Bester Munyaradzi, Senior Planner

PUBLIC TESTIMONY:

No one spoke.

Call to order:

Chair Reed called the meeting to order at 7:15 p.m. on September 10, 2019.

CONSENT AGENDA:

Chair Reed read the consent agenda.

1. Consider approval of minutes from the Planning and Zoning Commission Regular Meeting held on August 6, 2019.
2. HLPC19-07 Discuss and consider a Certificate of Appropriateness (COA) for the construction of a new 2,112 square feet home on the property located at 114 Hackberry Street, Lancaster, Dallas County, Texas.
3. PS19-18 Consider a request for approval of a preliminary plat for Shahla Homes Addition, being Lots 1-6, Block A; Lots 1-2, Block B; Lots 1-15, Block C; Lots 1-11, Block D; Lots 1-8, Block E and Lots 1-10, Block F on approximately 10.8 acres, addressed as 966 North Bluegrove Road. The property is described as a tract of land situated in the A. Bledsoe Survey, Abstract No. 113, in the City of Lancaster, Dallas County, Texas.
4. PS19-22 Discuss and consider a request for approval of a preliminary plat for Rolling Meadows Phase 3, being 87 residential lots and two (2) open space lots on approximately 21.14 acres. It is located north of Belt Line Road and east of Rolling Hills Place and is approximately 21.14 acres in size. The property is more particularly described as property located in the Valentine Wampler Survey, Abstract No. 1546, G.K. Sneed Survey, Abstract No. 1278 and J.M. Rawlins Survey, Abstract No. 1208 in the City of Lancaster, Dallas County, Texas.

MOTION: Commissioner Aguilar made a motion, seconded by Commissioner Prothro to approve items 1-4. The vote was cast 4 for, 0 against. [Ty G. Jones and Casey absent]

PUBLIC HEARING:

- 5. Z19-10 Conduct a public hearing and consider a Specific Use Permit (SUP) request for in-home daycare at a property addressed as 3116 Prairie Aster Drive; Lot 12 Block F in Meadowview Phase Two subdivision. The property is located within the J.L. Samson Survey, Abstract No. 1311 City of Lancaster, Dallas County, Texas.**

Senior Planner Munyaradzi gave the staff report and stated that this is a request for in-home daycare for up to 12 children. At the moment, the in-home daycare has 5 children and has been in operation and registered since October 2009. The Lancaster Development Code (LDC) requires all in-home day cares in all residential zoning districts to obtain a Specific Use Permit (SUP). The applicant is therefore seeking to bring the business into compliance with the City requirements. In-home day cares are classified as Home Occupation and required to meet Home Occupation regulations. Staff recommends approval of this request subject to stipulations specified in the staff report.

Commissioner Aguilar asked staff to clarify the need for the Specific Use Permit. She also asked if they have to be in compliance with the Texas Department of Family Protective Services. Senior Planner Munyaradzi stated that the LDC requires in-home daycare operators to obtain an SUP and that all in-home daycares have to be in compliance with all state and City regulations.

Chair Reed opened the public hearing.

Applicant, Ms. Delores Chaney, 3116 Prairie Aster Drive, owner and operator of the in-home daycare spoke in favor of the request. She also stated that she was approved for a Certificate of Occupancy in 2009 by the Fire Marshall and did not feel the Specific Use Permit (SUP) was fair. Senior Planner Munyaradzi noted that staff had met and spoke with the applicant prior and alerted the applicant that the Certificate of Occupancy from the Fire Marshall did not exempt her from obtaining the SUP as required by the LDC.

MOTION: Commissioner Casey made a motion, seconded by Commissioner Aguilar to close the public hearing. The vote was cast 4 for, 0 against. [Ty G. Jones and Prothro absent.]

Commissioner Whitfield asked for clarification of the Specific Use Permit (SUP) and the need for a resubmittal if she received a Certificate of Occupancy in 2009. Senior Planner Munyaradzi contended that the Certificate of Occupancy was issued in error.

MOTION: Commissioner Aguilar made a motion, seconded by Commissioner Whitfield to approve item 5 subject to stipulation stated in the staff report. The vote was cast 4 for, 0 against. [Ty G. Jones and Prothro absent.]

- 6. Z19-12 Conduct a public hearing and consider a Specific Use Permit (SUP) request for in-home daycare at a property addressed as 1440 Gentle Rain Drive; Lot 5 Block L in Meadowview Phase One subdivision. The property is located within the J.L. Samson Survey, Abstract No. 1311 City of Lancaster, Dallas County, Texas.**

Senior Planner Munyaradzi stated that the applicant requested that this item be postponed until the November 5, 2019 Planning & Zoning Commission meeting and staff recommend that the item be postponed per applicant's request.

MOTION: Commissioner Aguilar made a motion, seconded by Commissioner Casey to postpone item 6 to the November 5, 2019 Planning & Zoning Commission meeting. The vote was cast 4 for, 0 against. [Ty G. Jones and Prothro absent.]

- 7. Z19-15 Conduct a public hearing and consider a rezoning request from Single-Family Residential (SF-4) to Neighborhood Services (NS). The properties are located on the northwest corner of Springcrest Circle and West Pleasant Run Road. The property is described as a tract of land recorded in Volume 42, Page 209, Deed Records, in the City of Lancaster, Dallas County, Texas.**

Senior Planner Munyaradzi gave the staff report and stated that this is a request to rezone from SF-4 to Neighborhood Service (NS) for a commercial building development on 0.70 acre property. The current zoning only allows single family dwelling uses and the proposed zoning change would allow limited retail intended for day-to-day retail needs for surrounding neighborhoods. The Future Land Use Plan of the Comprehensive Plan indicates that this area is intended for commercial development and the proposed NS is therefore consistent with the Future Land Use Plan of the Comprehensive Plan. Therefore staff recommends approval of the request as presented.

Chair Reed opened the public hearing.

No one spoke.

MOTION: Commissioner Casey made a motion, seconded by Commissioner Aguilar to close the public hearing. The vote was cast 4 for, 0 against. [Ty G. Jones and Prothro absent.]

Commissioner Whitfield asked if specific uses were stated for NS. Senior Planner Munyaradzi stated the uses given in the staff report.

Commissioner Aguilar asked if the rezoning is part of the Comprehensive Plan and Senior Planner Munyaradzi noted that the request was consistent with Future Land Use Plan of the Comprehensive Plan.

MOTION: Commissioner Aguilar made a motion, seconded by Commissioner Casey to approve item 7. The vote was cast 3 for, 1 against. [Ty G. Jones and Prothro absent.]

8. Z19-16 Conduct a public hearing and consider a Specific Use Permit (SUP) request for in-home daycare at a property addressed as 1909 Enchanted Lane; Lot 5A Block E in Enchanted Forest Addition subdivision. The property is located in Volume 85107 and Page 2018 in the City of Lancaster, Dallas County, Texas.

Senior Planner Munyaradzi gave the staff report and stated that this is a request for an in-home daycare for up to 12 children. At the moment, the in home daycare has six (6) children and has been in operation and registered since August 2014. The LDC requires in-home day cares in all residential zoning districts to obtain SUP. The applicant is therefore seeking to bring the business into compliance with the City requirements. In-home day cares are classified as Home Occupation and required to meet Home Occupation regulations. Staff recommends approval of this request subject to stipulations specified in the staff report.

Chair Reed opened the public hearing.

Applicant, Ms. Lashun Williams, 1909 Enchanted Lane, spoke in favor of the request.

MOTION: Commissioner Aguilar made a motion, seconded by Commissioner Casey to close the public hearing. The vote was cast 4 for, 0 against. [Ty G. Jones and Prothro absent.]

MOTION: Commissioner Aguilar made a motion, seconded by Commissioner Casey to approve item 8 subject to stipulations stated in the staff report. The vote was cast 4 for, 0 against. [Ty G. Jones and Prothro absent.]

9. Z19-17 Conduct a public hearing and consider a rezoning request from Agricultural Open (A-O) to Single Family Residential Estate (SF-E). The property is addressed as 913 Ten Mile Road. It is further described as a 4.172 tract of land situated in the Arthur Eldridge Survey, Abstract No. 449, City of Lancaster, Dallas County, Texas.

Senior Planner Munyaradzi gave the staff report and stated that this is a request to rezone the subject property from Agriculture Open (A-O) to Single Family-Estate (SF-E) on 4.17 acre lot for single family home development. The current zoning only allows agricultural uses with one (1) single family dwelling on five (5) or more acres. SF-E zoning allows one (1) dwelling unit per acre. The Comprehensive Plan Future Land Use map designates this area as Rural Living. The proposed zoning change is therefore consistent with the Future Land Use Plan of the Comprehensive Plan. Staff recommends approval of the request as presented.

Chair Reed opened the public hearing. No one spoke.

MOTION: Commissioner Casey made a motion, seconded by Commissioner Aguilar to close the public hearing. The vote was cast 4 for, 0 against. [Ty G. Jones and Prothro absent.]

MOTION: Commissioner Aguilar made a motion, seconded by Commissioner Casey to approve item 9. The vote was cast 4 for, 0 against. [Ty G. Jones and Prothro absent.]

- 10. Z19-18 Conduct a public hearing and consider a rezoning request from Agricultural Open (A-O) to Single Family Residential Estate (SF-E). The property is addressed as 1517 Raintree Drive. It is further described as a tract of land situated in the M.H. Lavender Survey, Abstract No. 765 in the City of Lancaster, Dallas County, Texas**

Senior Planner Munyaradzi gave the staff report and stated that this is a request to rezone the subject property from Agriculture Open (A-O) to Single Family-Estate (SF-E) on 1.8 acre lot for single family home development. The current zoning only allows agricultural uses with one (1) single family dwelling unit on five (5) or more acres. SF-E zoning allows one (1) dwelling unit per acre. The Comprehensive Plan Future Land Use map designates this area as Rural Living. The zoning change request is therefore consistent with the Comprehensive Plan and staff recommends approval of the request as presented.

Chair Reed opened the public hearing. No one spoke.

MOTION: Commissioner Aguilar made a motion, seconded by Commissioner Casey to close the public hearing. The vote was cast 4 for, 0 against. [Ty G. Jones and Prothro absent.]

MOTION: Commissioner Aguilar made a motion, seconded by Commissioner Casey to approve item 10. The vote was cast 4 for, 0 against. [Ty G. Jones and Prothro absent.]

MOTION: Commissioner Aguilar made a motion, seconded by Commissioner Casey to adjourn. The vote was cast 4 for, 0 against. [Ty G. Jones and Prothro absent.]

The meeting was adjourned at 7:46 p.m.

ATTEST:

APPROVED:

Bester Munyaradzi, Senior Planner

Jeremy Reed, Chair

CITY OF LANCASTER'S BOARDS AND COMMISSIONS

Planning & Zoning Commission

10.

Meeting Date: 09/10/2019

Policy Statement: This request supports the City Council 2019-2020 Policy Agenda

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

Submitted by: Bester Munyaradzi, Senior Planner

Agenda Caption:

Z19-18 Conduct a public hearing and consider a rezoning request from Agricultural Open (A-O) to Single Family Residential Estate (SF-E). The property is addressed as 1517 Raintree Drive. It is further described as a tract of land situated in the M.H. Lavender Survey, Abstract No. 765 in the City of Lancaster, Dallas County, Texas.

Background:

1. **Location and Size:** The property is located approximately 810 feet east of Nokomis Road and on the northwest side of Raintree Drive and is addressed as 1517 Raintree Drive. It is approximately 1.8 acres in size.
2. **Current Zoning:** The subject property is currently zoned as (A-O).
3. **Adjacent Properties:**
North: A-O Agricultural Open (Vacant)
South: SF-E and A-O Single Family-Estate and Agricultural Open (Occupied Residence and Vacant)
East: A-O Agricultural Open (Occupied Residence)
West: A-O Agricultural Open (Occupied Residence)
4. **Comprehensive Plan Compatibility:** The Future Land Use Plan of the Comprehensive Plan identifies this site as suitable for Rural Living uses. This request is consistent with the Future Land Use Plan of the Comprehensive Plan.

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 1.8 acre lot. The current zoning only allows for agricultural uses and a single family dwelling on five (5) acres or more. SF-E zoning would allow one (1) dwelling unit per acre.

Consistency with Comprehensive Plan:

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

Potential Impact on Adjacent Development:

Properties to the north, east and west are zoned A-O and the properties south of the subject site are zoned A-O and SF-E. The properties to the east, west and south are occupied with homes and the property to the north is vacant. This property serves as an ideal location for a single family home as it is surrounded by properties with built homes and properties with the potential for a home to be built. If zoning is approved by City Council, the proposed SF-E development will be subject to the Lancaster Development Code, Subdivision Regulations and all other relevant City Codes.

Availability of utilities and access:

The City does not have any water or sewer lines in this area. Rockett Special Utility District (SUD) provides water and a septic tank will be required for sewer services.

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 right-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 Future Land Use Plan of the Comprehensive Plan.

Public Information Considerations:

This is a zoning change request and in accordance with the Texas Local Government Code, Section 211, zoning change requests must be noticed 10 days before the hearing. On August 27, 2019 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 no letters received in support or 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 request.

Recommendation:

Staff recommends approval of the request as presented.

Attachments

Location Map

Zoning Exhibit

2002 Future Land Use Map

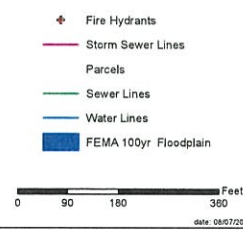
2016 Future Land Use Map



City of Lancaster
1517 Raintree Dr.
Zoning: A-O



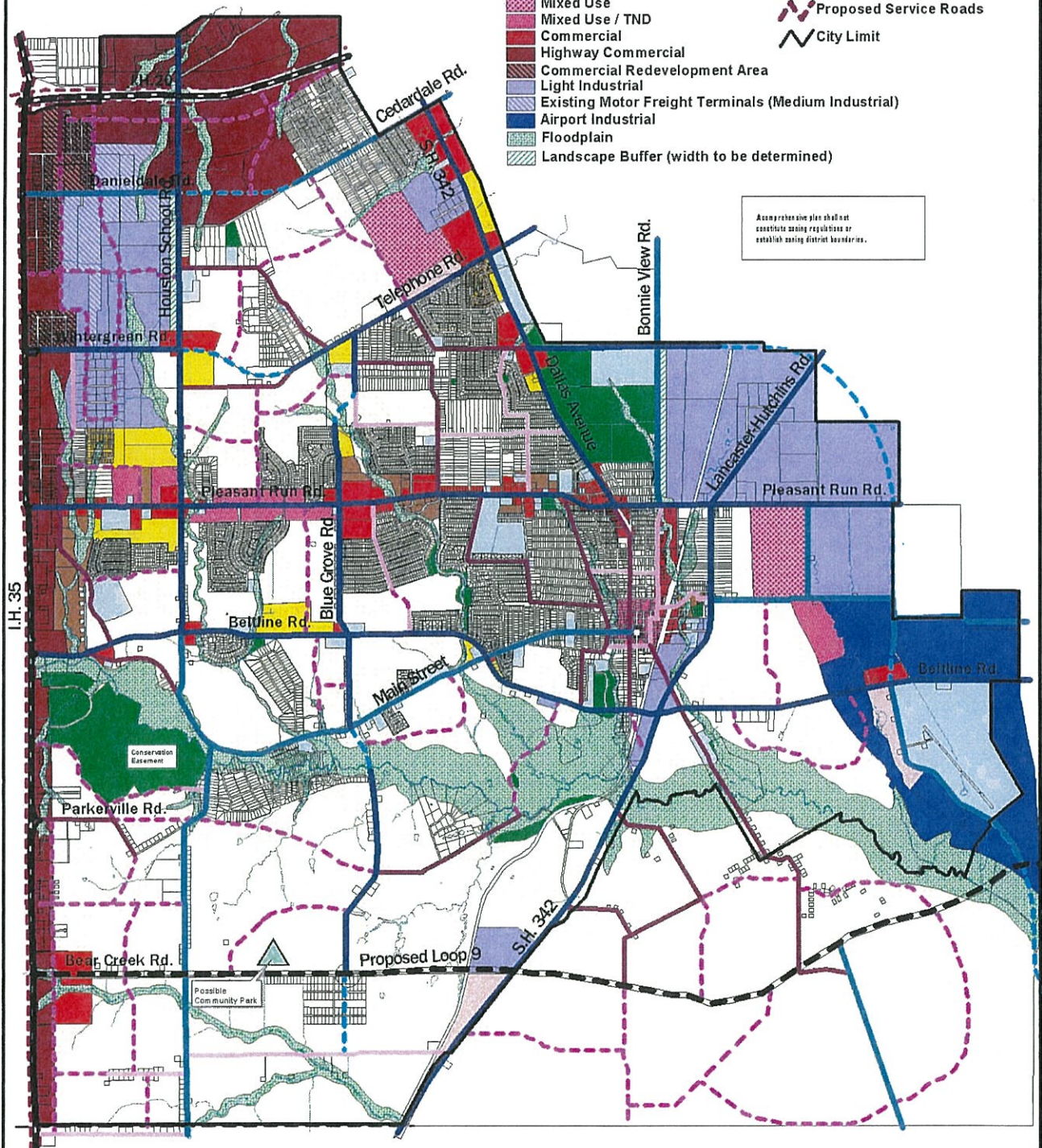
DISCLAIMER / LIMITATION OF LIABILITY
The information on this map is provided by the City of Lancaster's GIS (Geographic Information System) Division as a public service. The GIS Division is continually updating the data and attempting to provide the most accurate information possible. Such information 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.



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) | |

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

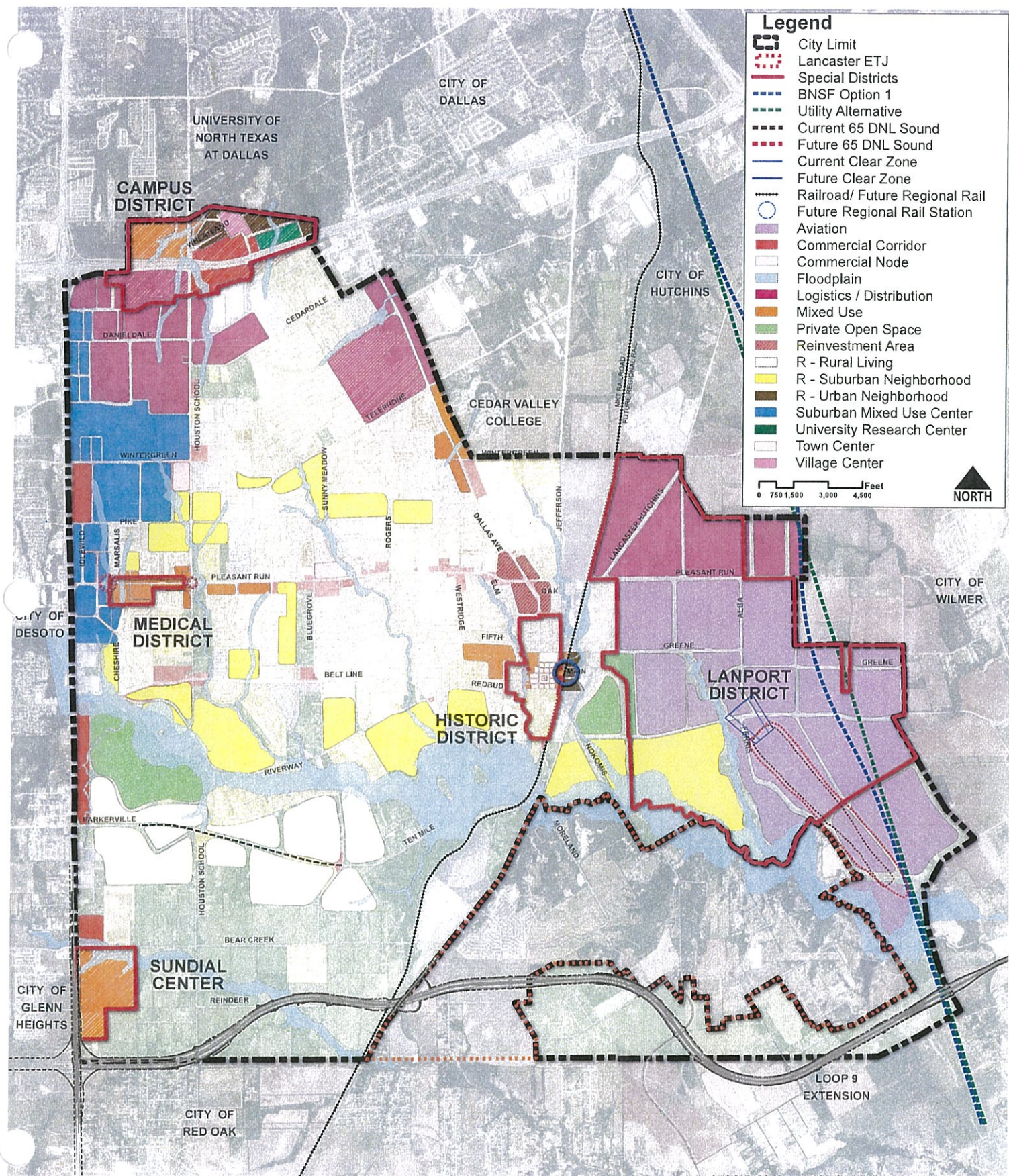


Dunkin Sefko & Associates, Inc.
Urban Planning Consultants
Adopted February 25, 2002

2000 0 2000 4000 6000 Feet

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

Preferred Scenario



LANCASTER CITY COUNCIL

City Council Regular Meeting

16.

Meeting Date: 10/14/2019

Policy Statement: This request supports the City Council 2019-2020 Policy Agenda

Goal(s): Healthy, Safe & Engaged Community

Submitted by: Carey Neal, Assistant to the City Manager

Agenda Caption:

Discuss and consider a resolution committing the City of Lancaster to being intentional with equity and inclusion following the National League of Cities (NLC) equity inclusion initiative.

Background:

As prescribed in the City Council rules and procedures as amended August 2019, Section D. City Council Agenda Process, Subsection 1.b., Councilmember Nina Morris requested that an item be included on a work session for the purpose of discussing NLC equity and inclusion initiative.

The National League of Cities (NLC) is a resource and advocate for the nations cities and their leaders. NLC is dedicated to helping city leaders build better communities by conducting research, and gathering successful practices to help cities continue to innovate, strengthen their economies, and create vibrant neighborhoods where people love to live. Since 1924, NLC has evolved into a leading membership organization providing education, research, support and advocacy to city leaders across the country. Councilmember Morris serves on the National League of Cities Community and Economic Development committee (CED); and the Youth, Education, and Families committee (YEF).

Councilmember Morris presented the equity and inclusion initiative at a work session on September 16, 2019. The resolution is an actionable commitment of the City of Lancaster to practice inclusivity of all.

Legal Considerations:

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

Public Information Considerations:

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

Options/Alternatives:

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

Recommendation:

Staff recommends approval of the resolution, as presented.

Attachments

Resolution

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, COMMITTING THAT THE CITY COUNCIL WILL SYSTEMATICALLY AND DELIBERATELY APPLY A SOCIAL EQUITY LENS IN DECISION-MAKING. FOLLOWING THE NATIONAL LEAGUE OF CITIES (NLC) EQUITY INCLUSION INITIATIVE.

WHEREAS, the Lancaster City Council embraces the great diversity in the City; and

WHEREAS, the City Council recognizes the history of insufficient equity in our country and how it has led to many current day disparities in education and job attainment, housing, and many quality of life indicators for people of color and all nationalities; and

WHEREAS, the City Council recognizes that inequities have become ingrained and institutionalized in the policies and practices of many agencies, governmental and otherwise; and

WHEREAS, the City Council recognizes that issues of insufficient equity must be addressed proactively and deliberately in the course of decision-making; and

WHEREAS, the City Council recognizes the need to unpack seemingly neutral policies and practices to determine whether they are contributing to inequity; and

WHEREAS, the City Council will continually engage in open and honest dialogue with experts on the subject of social equity; and

WHEREAS, the City Council is interested in exploring and instituting methods that have worked in cities around the country to bring awareness, update, eliminate, or create government policies, practices, and programs specifically to dismantle existing social disparities; and

WHEREAS, the City Council acknowledges that it might not always be clear what the potential impacts of their decisions will be on social equity, but is committed to applying a social equity lens in a systematic way in its decision-making processes with the goal of continuing to build an inclusive, equitable communities and ensure a vibrant and healthy community for all Lancaster residents.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS:
commits itself to systematically and deliberately applying a social equity lens in its decision-making henceforth.

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

17.

Meeting Date: 10/14/2019

Policy Statement: This request supports the City Council 2019-2020 Policy Agenda

Goal(s): Healthy, Safe & Engaged Community

Submitted by: Carey Neal, Assistant to the City Manager

Agenda Caption:

Discuss and consider a resolution supporting the National League of Cities (NLC) Youth, Education, Families (YEF) initiative.

Background:

The National League of Cities (NLC) is a resource and advocate for the nations cities and their leaders. NLC is dedicated to helping city leaders build better communities by conducting research, and gathering successful practices to help cities continue to innovate, strengthen their economies, and create vibrant neighborhoods where people love to live. Since 1924, NLC has evolved into a leading membership organization providing education, research, support and advocacy to city leaders across the country. Councilmember Morris serves on the National League of Cities Community and Economic Development committee (CED); and the Youth, Education, and Families committee (YEF).

At the City Council work session, on Monday, October 7, 2019 Council received a presentation regarding the early childhood success initiative. This resolution is an actionable commitment of the City supporting quality programs and services for youth and families.

Legal Considerations:

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

Public Information Considerations:

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

Options/Alternatives:

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

Recommendation:

Staff recommends approval of the resolution, as presented.

Attachments

Resolution

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS IN SUPPORT OF THE NATIONAL LEAGUE OF CITIES (NLC) YOUTH, EDUCATION, FAMILIES INITIATIVE DEVELOPING AN EARLY LEARNING COMMUNITY.

WHEREAS, development of human capital through high-quality learning and K-12 education is critical to the long-term vibrancy of the City of Lancaster, and key City priorities such as economic development, public safety, civic engagement and the stability of families and neighborhoods all hinge on whether children enter kindergarten ready to succeed, develop to their full capacity during the school years and graduate from high school prepared for post-secondary education and a career;

WHEREAS, social researchers and sociologists are identifying babies born between 2010 and 2025 as 'Generation Alpha', and are claiming this generation will be the most formally educated generation in history, beginning school earlier and studying longer than those of previous generations;

WHEREAS, 'Generation Alpha' members will be second only to the Baby Boomer generation in population numbers, consisting of more than 70 million children aged between birth to 15 in the year 2025;

WHEREAS, scientific research clearly shows positive parenting and care-giving in early childhood, starting at birth, is a key contributor to lifelong health and productivity;

WHEREAS, high quality early learning in a critical years from birth to five has been proven to reduce placements in special education, reduce grade retention, boost graduation rates, decrease teen pregnancy rates, reduce violent crime, juvenile delinquency and incarceration, and increase odds of long-term employment.

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

SECTION 1. Supports a movement committed to engaging the community, particularly parents, teachers and caregivers in brain-development industries, in a meaningful way; and

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

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

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 14th, day of October, 2019.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney