



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

Monday, November 11, 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: Councilmember Carol Strain-Burk

PRESENTATION: Civic Leadership Academy Graduation Certificates

CITIZENS' COMMENTS:

At this time citizens who have pre-registered before the call to order will be allowed to speak on any matter other than personnel matters or matters under litigation, for a length of time not to exceed three minutes. No Council action or discussion may take place on a matter until such matter has been placed on an agenda and posted in accordance with law.

CONSENT AGENDA:

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

1. Consider approval of minutes from the City Council Regular Meeting held on October 28, 2019 and Special Meeting on November 2, 2019.
2. Consider a resolution authorizing the award of RFP 2019-29 for an annual contract for litter removal services to Kuality Lawn Kare in an amount not to exceed one hundred seventeen thousand dollars and zero cents (\$117,000.00).
3. Consider a resolution authorizing the purchase of one (1) 2020 F250 Crew Cab XL truck from Wildfire Truck & Equipment Sales through an Interlocal Agreement with the Houston-Gavelston Area Council (HGAC) in an amount not to exceed sixty-one thousand one hundred forty-nine dollars and twenty-nine cents (\$61,149.29).
4. Consider an amendment to resolution 2019-10-79 supporting the National League of Cities (NLC) Youth, Education, Families (YEF) initiative, "Developing An Early Learning Community."

PUBLIC HEARING:

5. Conduct a public hearing and consider a resolution approving the 2020 Standards of Care for Youth Programs operated by the Quality of Life and Cultural Services Department.

ACTION:

6. Discuss and consider a variance request, from the property owner of 2601 N Dallas Avenue, to allow alcohol beverage sales within 300 feet of a school.

EXECUTIVE SESSION:

7. 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 appointment, employment, evaluation duties or dismissal of a public officer, to wit: the City Attorney.
 - b. Section § 551.074 (a)(1) of the Texas Government Code to deliberate the appointment, employment, evaluation duties or dismissal of a public officer, to wit: the City Secretary.
8. Reconvene into open session. Consider and take appropriate action(s), if any, on closed/executive session matters.

ADJOURNMENT

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

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

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

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

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

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

Certificate

I hereby certify the above Notice of Meeting was posted at the Lancaster City Hall on November 8, 2019 @ 5:00 p.m. and copies thereof were provided to the Mayor, Mayor Pro-Tempore, Deputy Mayor Pro-Tempore and Council members.



Sorangel O. Arenas
City Secretary

LANCASTER CITY COUNCIL

City Council Regular Meeting

1.

Meeting Date: 11/11/2019

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

Goal(s): Professional and Committed City Workforce

Submitted by: Sorangel O. Arenas, City Secretary

Agenda Caption:

Consider approval of minutes from the City Council Regular Meeting held on October 28, 2019 and Special Meeting on November 2, 2019.

Background:

Attached for your review and consideration are minutes from the City Council Regular Meeting held on October 28, 2019 and Special Meeting on November 2, 2019.

Attachments

October 28, 2019 Minutes

November 2, 2019 Minutes

MINUTES

LANCASTER CITY COUNCIL REGULAR MEETING OF OCTOBER 28, 2019

The City Council of the City of Lancaster, Texas, met in a called Regular Session in the Council Chambers of City Hall on October 28, 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
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
Shane Shepard, Economic Development Director
Jermaine Sapp, Equipment Services and Facilities Director
Sean Johnson, Director of Quality of Life and Cultural Services
Sam Urbanski, Police Chief
Charley Miller, Assistant Police Chief
Nathaniel Thompson, Police Lieutenant
Sanad Deranjic, Detective
Kenneth Johnson, Fire Chief
Andrew Waits, Public Works Director
Jasmine Carr, Community Programs Coordinator
Ron Gleaves, Information Technology 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 October 28, 2019.

Invocation:

Reverend John Richardson led the invocation.

Pledge of Allegiance:

Councilmember Nina Morris led the pledge of allegiance.

Proclamation:

Mayor Hairston read the proclamation for "Municipal Court Week" and in recognition of the fair and impartial justice offered to our citizens by the Municipal Court of Lancaster.

Recognition:

Lancaster Independent School District – Commending Myles Baty for his accomplishment to be nominated to play in the Hawaii Tiki Bowl.

Citizens' Comments:

Belinda Tucker, 1827 Athena shared concerns with Pleasant Run Estates PID.

Solomon Bachman, 1219 Wildwood Trl. shared concerns with the tornado sirens.

Jasmine Carr, 211 N. Henry St. shared information on upcoming events.

Consent Agenda:

City Secretary Arenas read the consent agenda.

1. **Consider approval of minutes from the City Council Regular Meeting held on October 14, 2019.**
2. **Consider a resolution authorizing the purchase of playground equipment from Whirlix/LSI for Verona Park through an Interlocal Agreement with BuyBoard in an amount not to exceed one hundred five thousand five hundred fifty-four dollars (\$105,554).**
3. **Consider a resolution authorizing an agreement with Swagit Production, LLC for the upgrade of the Chambers audio and video systems in an amount not to exceed one hundred fifty-four thousand five hundred forty-eight dollars twenty-eight cents (\$154,548.28).**
4. **Consider a resolution amending the City of Lancaster Public Improvement District (PID) Policy.**
5. **Consider a resolution authorizing the purchase of two (2) outdoor restroom facilities one (1) at Kidsquare Park and one (1) at Lions City Park from CXT Concrete Buildings through an Interlocal Agreement with SOURCEWELL in an amount not to exceed one hundred sixty-five thousand dollars (\$165,000).**

MOTION: Mayor Pro Tem Hill made a motion, seconded by Councilmember Jaglowski to approve consent items 1 through 5. The vote was cast 7 for, 0 against

6. **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.**

City Manager Mauldin-Jones shared 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. Councilmember Morris presented the equity and inclusion initiative at a work session on September 16, 2019. This item was discussed at a regular meeting on October 14, 2019. The resolution is an actionable commitment of the City of Lancaster to practice inclusivity of all.

Councilmember Morris shared this item is to consider an equity and inclusion resolution. Councilmember Morris requested council to consider the resolution by the city attorney. She asked Council to consider removing the word social to the resolution.

Councilmember Mejia requested to table the item to the next work session to discuss the resolution.

Councilmember Strain-Burk shared her requested changes.

Councilmember Jaglowski shared his requested changes.

MOTION: Councilmember Strain-Burk made a motion to approve resolution Exhibit "A". The motion failed due to lack of second.

MOTION: Councilmember Morris made a motion to approve resolution Exhibit "B". The motion failed due to lack of second.

MOTION: Councilmember Mejia made a motion, seconded by Councilmember Jaglowski to table item 6. The vote was cast 2 for, 5 against [Hairston, Strain-Burk, Robinson, Hill and Morris] Motion Failed

MOTION: Councilmember Morris made a motion, seconded by Councilmember Strain-Burk to approve item 6 with Exhibit "A". The vote was cast 5 for, 2 against [Mejia and Jaglowski]

7. 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 appointment, employment, evaluation duties or dismissal of a public officer, to wit: the Municipal Judge.**
- b. **Section § 551.074 (a)(1) of the Texas Government Code to deliberate the appointment, employment, evaluation duties or dismissal of a public officer, to wit: the City Manager.**

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

The City Council recessed for Executive Session at 8:27 p.m. and reconvened into open session at 9:25 p.m.

No action taken.

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

The meeting was adjourned at 9:26 p.m.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

MINUTES

LANCASTER CITY COUNCIL SPECIAL MEETING OF NOVEMBER 2, 2019

The City Council of the City of Lancaster, Texas, met in a called Special Session for strategic planning at the Community House on November 2, 2019 at 8:30 a.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
Sorangel O. Arenas, City Secretary

Call to Order:

Mayor Hairston called the meeting to order at 8:30 a.m. on November 2, 2019.

City Council will participate in a strategic planning session facilitated by Mike Conduff with The Elim Group to review, refine, enhance and/or establish strategic goals and policies including, but not limited to, discussion of the Lancaster Council roles and expectations and discussion of priorities for strategic plan and objectives.

Facilitator Mike Conduff, The Elim Group welcomed everyone and reviewed the agenda for the strategic planning session. He provided an overview and ground rules of the expectations set for the meeting.

Facilitators Conduff led discussions on the following two questions:

- Lessons from where we are now to where we want to be in the future?
- What are lessons to learn for the future?

City Council recessed for lunch at 12:00 p.m.

Facilitator Conduff, they led team-building activities.

Facilitator Conduff led discussion on how to continue building stronger Council and staff organization.

City Council recessed for dinner at 4:00 p.m.

Facilitators Conduff provided the recap on the day of strategic planning session.

The meeting was adjourned at 5:00 p.m.

ATTEST:

Sorangel O. Arenas, City Secretary

APPROVED:

Clyde C. Hairston, Mayor

LANCASTER CITY COUNCIL

City Council Regular Meeting

2.

Meeting Date: 11/11/2019

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

Goal(s): Healthy, Safe & Engaged Community

Submitted by: Andrew Waits, Director of Public Works

Agenda Caption:

Consider a resolution authorizing the award of RFP 2019-29 for an annual contract for litter removal services to Kuality Lawn Kare in an amount not to exceed one hundred seventeen thousand dollars and zero cents (\$117,000.00).

Background:

In July 2019 the City of Lancaster issued a request for proposal (2019-29) for litter removal services. The RFP closed on August 22, 2019. There were eleven (11) companies that reviewed the RFP and four (4) firms submitted a proposal.

Operational Considerations:

The Streets and Stormwater Division of the Public Works Department will administer the contract. This includes twice a week litter removal on Pleasant Run Road from I-35 E. to Dallas Avenue, Beltline Road from I-35 E. to Dallas Avenue, Bear Creek Road from I-35 E. to Dallas Avenue, Wintergreen Road from I-35 E. to Dallas Avenue, Houston School Road from I-20 to Pleasant Run Road, Jefferson Street from Wintergreen Road to 2nd Avenue E., Dallas Avenue from Cedardale Road to Pleasant Run Road, I-20 Service Road from I-35 E. to Houston School Road, I-35 Service Road from Break Creek Road to I-20 and an on call provision for large debris removal.

Legal Considerations:

This proposal was processed in accordance with all local and state purchasing statues. Proposals were evaluated using the criteria listed within the specifications. Staff members of the evaluation committee scored the vendors independently and the results were combined. Staff unanimously recommends Kuality Lawn Kare.

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

Public Information Considerations:

Bids were advertised in the Focus Daily News on July 18 and 21, 2019. The advertisement was also published on the City's Ionwave Bid Website from August 6 through August 22, 2019. A pre-bid meeting was held on August 14, 2019. Responses were opened August 22, 2019. This item is being considered at a regular meeting of the City Council noticed in accordance with the Texas Open Meetings Act.

Fiscal Impact:

Funding for this contract is approved in the current year's budget. Funds will be committed at the time of invoice payment from the contractor. The contract shall not exceed one hundred seventeen thousand dollars and zero cents (\$117,000.00). Funding is available in the current Storm water operations budget. The Texas Department of Transportation (TxDOT) will reimburse the City for litter maintenance of approximately 58 acres on certain state routes within the City, including IH20 and IH35, up to 12 litter cycles per year (on a monthly basis). The rate of reimbursement is based on the average costs for Dallas County of \$14.44 per acre for litter.

Options/Alternatives:

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

Recommendation:

Staff recommends approval of the resolution as presented.

Attachments

Resolution

Exhibit "A"

Exhibit "B"

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, AUTHORIZING AWARD OF RFP 2019-29 FOR AN ANNUAL CONTRACT FOR LITTER REMOVAL SERVICES TO RUTH BURDETTE DBA KUALITY LAWN KARE IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SEVENTEEN THOUSAND DOLLARS AND ZERO CENTS (\$117,000.00) ; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lancaster has determined, after due consideration that it is in the best interest of the City of Lancaster to award a contract for litter removal services to Kuality Lawn Kare.

WHEREAS, the City of Lancaster shall fund this Agreement and shall provide payment upon the delivery and acceptance of invoices for services to City of Lancaster, as outlined in the Agreement.

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

SECTION 1. That the City Council hereby approves and authorizes the award to Kuality Lawn Kare for litter removal services as described in Bid 2019-29 pursuant to the documents, attached hereto and incorporated herein by reference as: Exhibit "A" - 2019 Litter Removal Contract.

SECTION 2. That the City Manager of the City of Lancaster, Texas is hereby authorized to execute the contract attached hereto as Exhibit "A".

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

SECTION 4. Should any part of the 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. The 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 11th day of November 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 Professional Services Agreement

This Agreement is made by and between the City of Lancaster, Texas, a home-rule municipality (hereinafter referred to as the "Owner") and Kuality Lawn Kare, (hereinafter referred to as the "Consultant") for Litter Removal Services (Bid 2019-29), (hereinafter referred to as the "Project"), the Owner and the Consultant hereby agree as follows:

ARTICLE I: CONTRACT & CONTRACT DOCUMENTS

1.1 THE CONTRACT

The Contract between the Owner and the Consultant, 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

The Contract Documents consist of this Agreement, the Specifications, the Fee, all Change Orders issued hereafter, any other amendments hereto executed by the parties hereafter, together with the following (if any): RFP 2019-29 Bid Documents and response of Kuality Lawn Kare.

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

ARTICLE 2: RECITALS

- 2.1 The City desires to have the Contractor provide necessary services to develop the same ("PROJECT"); and
- 2.2 The Consultant has the knowledge, ability and expertise to provide such services; and
- 2.3 The City desires to engage the services of Consultant, as an independent Consultant and not as an employee, to provide services as set forth herein and in Exhibit A: Scope of Services/Specs and Exhibit B: Fee which is collectively attached in the form of Kuality Lawn Kare's formal response to RFP 2019-29: Litter Removal Services.

ARTICLE 3: TERM / TERMINATION

3.1 TERM

The term of this Agreement shall begin on the date of its execution by all Parties. This Agreement shall continue until Consultant completes the services required herein to the satisfaction of the City, unless sooner terminated as provided herein.

3.2 TERMINATION

This Agreement may be suspended or terminated by either Party with or without cause at any time by giving written notice to the other party. In the event suspension or termination is without cause, payment to the Consultant, in accordance with the terms of this Agreement, will be made on the basis of services reasonably determined by City to be satisfactorily performed to date of suspension or termination. Such payment will be due upon delivery of all instruments of service to City.

In the event that City requires a modification of the Agreement with Consultant, and in the event the parties fail to agree upon a modification of this Agreement, the Parties shall have the option of terminating this Agreement. Payment to Consultant shall be made by the City in accordance with the terms of this Agreement, for the services mutually agreed upon by the Parties to be properly performed by the Consultant prior to such termination date.

ARTICLE 4: SCOPE OF SERVICES

4.1 SCOPE

The following services, when authorized in writing by a Notice to Proceed from the City, shall be performed by Consultant in accordance with the City's requirements and as set forth in the attached Exhibit A, Scope of Services, and Exhibit B, Schedule, which may generally include the following:

The City of Lancaster is seeking sealed bids for litter removal services. The service includes trash pickup and removal from the main roadways with the city limits of Lancaster. The successful bidder shall perform these services in accordance with specifications and the project manager's directions.

If there is a conflict between the above quoted subjects and Exhibit A or B, the language in the Exhibits shall control the scope of services.

4.2 AUTHORIZED AGENT

All work performed by the Consultant will be performed under this Agreement, signed by a duly authorized agent of the City as approved by resolution of the City Council of the City of Lancaster, Texas and the designated authorized agent for the Consultant.

ARTICLE 5: COMPENSATION / PAYMENT TERMS AND CONDITIONS

5.1 Compensation for the performance of Professional Services described herein shall be paid to Consultant by the City in a total amount not to exceed \$117,000 annually or \$2250.00 dollars per week which shall accrue and be payable as provided in Sections 5.01 and 5.02 hereof.

5.2 Work will be performed at the rates set forth in Exhibit B, Fee Basis, which is attached hereto and incorporated herein by reference, or as otherwise provided in negotiated fee schedules approved within this Agreement, if any.

5.3 Consultant payment for work under this Agreement shall be made in installments billed not more frequently than once each month upon receipt of invoices from the Consultant. If the City fails to make any payment due the Consultant within thirty (30) days after receipt of Consultant's invoice, the amounts due the Consultant will be increased at the rate of 1.5% per month from said thirtieth day, unless there is a good faith refusal by the City to pay. Payment shall be remitted to Consultant by City as instructed on invoices.

ARTICLE 6: TIME FOR COMPLETION

6.1 The Consultant's services and compensation under this Agreement have been agreed to in anticipation of orderly and continuous progress of the Assigned Project(s) through completion of the project(s). Specific periods of time for rendering services are set forth between city and consultant, by which times defined services are to be completed.

6.2 If the City fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, the Consultant shall be entitled to equitable adjustment of rates and amounts of compensations to reflect reasonable costs incurred by Consultant as a result of the delay or changes in the various elements that comprise such rates of compensation, but in no event shall such compensation exceed the scope of services schedule of maximum payment unless a written amendment to this Agreement is consummated between the parties.

ARTICLE 7: INDEMNIFICATION

7.1 THE CONSULTANT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER COLLECTIVELY REFERRED TO AS "INDEMNITIES") FROM AND AGAINST SUITS, ACTIONS, CLAIMS, LOSSES, ANY DAMAGE,

LIABILITY, AND FROM AND AGAINST ANY COSTS AND EXPENSES, INCLUDING, IN PART, ATTORNEY FEES INCIDENTAL TO THE DEFENSE OF SUCH SUITS, ACTIONS CLAIMS, LOSSES, DAMAGES OR LIABILITY ON ACCOUNT OF INJURY, DISEASE, SICKNESS, INCLUDING DEATH, TO ANY PERSON OR DAMAGE TO PROPERTY INCLUDING, IN PART, THE LOSS OF USE RESULTING THEREFROM, ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE CONSULTANT, ITS OFFICERS, EMPLOYEES, SERVANTS, AGENTS OR SUBCONTRACTORS, OR ANYONE ELSE UNDER THE CONSULTANT'S DIRECTION AND CONTROL, AND ARISING OUT OF, RESULTING FROM, OR CAUSED BY THE PERFORMANCE OR FAILURE OF PERFORMANCE OF ANY WORK OR SERVICES UNDER THIS AGREEMENT, OR FROM CONDITIONS CREATED BY THE PERFORMANCE OR NON-PERFORMANCE OF SAID WORK OR SERVICES. IN THE EVENT ONE OR MORE OF THE INDEMNITIES IS DETERMINED BY A COURT OF LAW TO BE JOINTLY OR DERIVATIVELY NEGLIGENT OR LIABLE FOR SUCH DAMAGE OR INJURY, THE CONSULTANT SHALL BE OBLIGATED TO INDEMNIFY INDEMNITIES AS PROVIDED HEREIN ON A PROPORTIONATE BASIS IN ACCORDANCE WITH THE FINAL JUDGMENT, AFTER ALL APPEALS ARE EXHAUSTED, DETERMINING SUCH JOINT OR DERIVATIVE NEGLIGENCE OR LIABILITY.

7.02 THE CITY AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE CONSULTANT, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER COLLECTIVELY REFERRED TO AS "INDEMNITIES") FROM AND AGAINST SUITS, ACTIONS, CLAIMS, LOSSES, ANY DAMAGE, LIABILITY, AND FROM AND AGAINST ANY COSTS AND EXPENSES, INCLUDING, IN PART, ATTORNEY FEES INCIDENTAL TO THE DEFENSE OF SUCH SUITS, ACTIONS CLAIMS, LOSSES, DAMAGES OR LIABILITY ON ACCOUNT OF INJURY, DISEASE, SICKNESS, INCLUDING DEATH, TO ANY PERSON OR DAMAGE TO PROPERTY INCLUDING, IN PART, THE LOSS OF USE RESULTING THEREFROM, ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE CITY, ITS OFFICERS, EMPLOYEES, SERVANTS, AGENTS OR SUBCONTRACTORS, OR ANYONE ELSE UNDER THE CITY'S DIRECTION AND CONTROL, AND ARISING OUT OF, RESULTING FROM, OR CAUSED BY THE PERFORMANCE OR FAILURE OF PERFORMANCE OF ANY WORK OR SERVICES UNDER THIS AGREEMENT, OR FROM CONDITIONS CREATED BY THE PERFORMANCE OR NON-PERFORMANCE OF SAID WORK OR SERVICES. IN THE EVENT ONE OR MORE OF THE INDEMNITIES IS DETERMINED BY A COURT OF LAW TO BE JOINTLY OR DERIVATIVELY NEGLIGENT OR LIABLE FOR SUCH DAMAGE OR INJURY, THE CITY SHALL BE OBLIGATED TO INDEMNIFY INDEMNITIES AS PROVIDED HEREIN ON A PROPORTIONATE BASIS IN ACCORDANCE WITH THE FINAL JUDGMENT, AFTER ALL APPEALS ARE EXHAUSTED, DETERMINING SUCH JOINT OR DERIVATIVE NEGLIGENCE OR LIABILITY.

7.03 THE CONSULTANT IS NOT OBLIGATED TO INDEMNIFY THE CITY IN ANY MANNER WHATSOEVER FOR THE CITY'S OWN NEGLIGENCE.

7.04 NOTHING CONTAINED HEREIN SHALL CONSTITUTE A WAIVER OF GOVERNMENTAL IMMUNITY IN FAVOR OF ANY THIRD PARTY.

7.05 CONSULTANT AGREES THAT IT IS AN INDEPENDENT CONTRACTOR AND NOT AN AGENT OF THE CITY, AND THAT CONSULTANT IS SUBJECT, AS AN EMPLOYER, TO ALL APPLICABLE UNEMPLOYMENT COMPENSATION STATUTES, SO FAR AS TO RELIEVE THE CITY OF ANY RESPONSIBILITY OR LIABILITY FROM TREATING CONSULTANT'S EMPLOYEES AS EMPLOYEES OF CITY FOR THE PURPOSE OF KEEPING RECORDS, MAKING REPORTS OR PAYMENTS OF UNEMPLOYMENT COMPENSATION TAXES OR CONTRIBUTIONS. CONSULTANT FURTHER AGREES TO INDEMNIFY AND HOLD CITY HARMLESS AND REIMBURSE IT FOR ANY EXPENSES OR LIABILITY INCURRED UNDER SAID STATUTES IN CONNECTION WITH EMPLOYEES OF CONSULTANT.

7.06 CONSULTANT SHALL DEFEND AND INDEMNIFY INDEMNITIES AGAINST AND HOLD CITY AND THE PREMISES HARMLESS FROM ANY AND ALL CLAIMS, SUITS OR LIENS BASED UPON OR ALLEGED TO BE BASED UPON THE NON-PAYMENT OF LABOR, TOOLS, MATERIALS, EQUIPMENT, SUPPLIES, TRANSPORTATION AND MANAGEMENT COSTS INCURRED BY CONSULTANT IN PERFORMING THIS AGREEMENT.

ARTICLE 8: INSURANCE

8.1 Workers Compensation Insurance

The Consultant shall provide and maintain Workers' Compensation with statutory limits.

8.2 Automotive Insurance

Consultant shall provide and maintain in full force and effect during the time of this Agreement, auto insurance (including, but not limited to, insurance covering the operation of owned and non-owned automobiles, trucks and other vehicles) protecting Consultant and City as an additional insured with limits not less than 250/500/100,000 or as amended by statute.

8.3 General Liability Insurance

Consultant shall provide general liability insurance. Such insurance covering personal and bodily injuries or death shall be in the sum of not less than two hundred fifty thousand dollars (\$250,000.00) per occurrence and five hundred thousand dollars (\$500,000.00) aggregate. Insurance covering damages to property shall be in the sum of not less than one hundred thousand dollars (\$100,000.00). The general liability insurance must name the City as an additional insured.

8.4 Professional Liability Errors and Omissions Insurance

Consultant shall also provide and maintain Professional Liability Errors and Omissions Insurance coverage to protect Consultant and City from any liability arising out of the performance of professional services, if any, under this Agreement. Such coverage shall be in the sum of not less than three hundred thousand dollars (\$300,000.00) per occurrence and five hundred thousand dollars (\$500,000.00) aggregate.

8.5 Certificate of Insurance

A signed Certificate of Insurance, satisfactory to City, showing compliance with the requirements of this Article shall be furnished to City before any services are performed. Such Certificate shall provide thirty (30) days written notice to City prior to the cancellation or modification of any insurance referred to therein.

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

ARTICLE 9: DEFAULT

In the event Consultant fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within thirty (30) days after written notice by City to Consultant, City may, at its sole discretion without prejudice to any other right or remedy.

- (a) Terminate this Agreement and be relieved of the payment of any further consideration to Consultant except for all work determined by City to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Consultant to and from meetings called by City at which Consultant is required to attend, but shall not include and loss of profit of Consultant. In the event such termination, City may proceed to complete the services in any manner deemed proper by the City, either by the use of its own forces or by resubmitting to others. Consultant agrees that any costs incurred to complete the services herein provided for may be deducted and paid by the owner out of such monies as may be due or that may thereafter become due to Consultant under and by virtue of this Agreement.
- (b) City may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of Consultant.

ARTICLE 10: MISCELLANEOUS

10.1 Reuse of Documents:

All documents including Maps, Plans and Specifications provided or furnished by the Consultant pursuant to this Agreement are instruments of service; and Consultant shall retain ownership and property interest therein whether or not the work is completed. The City may make and retain copies

of any plans or specifications provided under this Agreement for the use by City and others; such documents are not intended or suitable for reuse by City or others on extension of the Project or on any other Project. Any such reuse without written approval or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability to the Consultant.

10.2 Entire Agreement.

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

10.3 Assignment.

Neither this Agreement nor any duties or obligations under it shall be assignable by CONSULTANT without the prior written consent of City. In the event of an assignment by Consultant to which the City has consented, the assignee or the assignee's legal representative shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, obligations, and agreements contained in this Agreement.

10.4 Adjustments in Services/Amendment.

This Agreement may be amended by the mutual written agreement of the parties. Consultant shall not make any claims for extra services, additional services or changes in the services without a written agreement with City prior to the performance of such services.

10.5 Governing law.

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in Dallas County, Texas.

10.6 Notices.

All notices required by the Agreement shall be in writing and addressed to the following, or such other party or address as either party designates in writing, by certified mail, postage prepaid or by hand delivery:

City of Lancaster

Opal Mauldin-Jones, City Manager

PO Box 940

Lancaster, TX 75146

972-218-1300

communityrelations@lancaster-tx.com

Kuality Lawn Kare

Ruth Burdette

119 Executive Way Suite 302

Desoto, TX 75115

214 477-7427

Kualitylawnkare@gmail.com

10.7 Legal construction.

In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not effect any other provisions and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

10.8 Successors and Assigns.

- (a) The City and Consultant each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of City and Consultant are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators,

legal representatives and assigns of such other party in respect of all covenants and obligations of this Agreement.

- (b) Neither the City nor the Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- (c) Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by the Consultant to any Consultant, subcontractor, supplier, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than the City and the Consultant.

10.9 Conflict.

If a conflict exists between this Agreement, and Exhibit, the Request for Proposal ("RFP"), and/or the Response, then such conflicts shall be resolved as follows:

- (a) If a conflict exists between this Agreement and an Exhibit, the RFP, or the Response, then this Agreement shall control.
- (b) If a conflict exists between the Response and an Exhibit, the Exhibit shall control.
- (c) If a conflict exists between the Response and the RFP, the RFP shall control.

10.10 Severability

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.11 Captions

The captions used in this Agreement are for convenience only and shall not affect in any way the meaning or interpretations of the provisions set forth herein.

10.12 Counterparts

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this the ____ day of _____, 2019.

CITY OF LANCASTER

CONSULTANT

Opal Mauldin-Jones, City Manager

ATTEST:

Sorangel O. Arenas, City Secretary

Exhibit A: Scope of Service/Specs (See Section 2.3)
Exhibit B: Fee Schedule



2019-29
Kuality Lawn Kare
Supplier Response

Event Information

Number: 2019-29
Title: Litter Removal Services
Type: Request for Proposal
Issue Date: 8/6/2019
Deadline: 8/22/2019 03:00 PM (CT)

Contact Information

Contact: Alton Dixon Purchasing Agent
Address: PO Box 940
Purchasing
Lancaster, TX 75146
Phone: (972) 218-1329
Fax: (972) 218-3621
Email: adixon@lancaster-tx.com

Kuality Lawn Kare Information

Address: 119 Executive Way suite 302
DeSoto, TX 75115
Phone: (214) 477-7427

Undersigned affirms that they have read and understand all requirements of this proposal. Additionally, the undersigned affirms that they are duly authorized to execute this contract and that this company has not prepared this proposal in collusion with any other proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this type of business prior to the official opening of this proposal.

Ruth Burdette

Signature

Submitted at 8/21/2019 10:13:22 PM

Kualitylawnkare@gmail.com

Email

Bid Attributes

1 Questions

All questions shall be addressed to Alton Dixon, Purchasing Agent via email at purchasing@lancaster-tx.com.

2 Bid Bond

A bid bond in the amount of \$1500 is required for this project. Please scan and attach a copy to this bid. The original must be received prior to the opening date and time.

Delivery by Express or in Person:

City of Lancaster - Attn: Purchasing - 211 N. Henry, Lancaster, TX 75146

A Sample form is attached.

3 One Year - 4 Renewals

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

4 Price Increases

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

5 T&C Acknowledgement

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

6 Bid Acknowledgement

Bidder affirms that they have read and understand all requirements of this proposal. Additionally, the bidder affirms that they are duly authorized to execute this contract and that this company has not prepared this proposal in collusion with any other proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the bidder nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this type of business prior to the official opening of this proposal.

7 Response Term

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

8 County

What county is your principal place of business located?

9 Payment Terms

1. The City of Lancaster's payment terms are Net 30.

10 Company Ownership

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

11 Litigation with City of Lancaster

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

12 Open Records Act

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

13 NEPOTISM STATEMENT

The Bidder, Proposer, or any officer, shall state whether Bidder or Proposer has a relationship, either by blood or marriage, with any official or employee of the City of Lancaster.

14 Immigration

Employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the US) and aliens authorized to work in the US. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

15 MWBE 1

Is your company M/WBE or HUB certified?

1 6	MWBE 2 If yes, what is your certification number? <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">No response</div>
1 7	MWBE 3 If yes, what agency completed the certification? <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">No response</div>
1 8	MWBE 4 If yes, what is the expiration date of your certification? <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">No response</div>
1 9	Notification How did you hear about this bid opportunity? <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">e-pro</div>
2 0	Terminology Throughout this document, the terms Contractor, Bidder, Proposer, and/or Vendor may be used interchangeably. Reference to any of these terms throughout this document should be construed by the reader as meaning any bidder for the products/services being requested (e.g., Bidder, Proposer); or the bidder who has been awarded a bid/RFQ or contract (e.g., Contractor, Vendor). <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Agree</div>
2 1	Insurance Vendor shall provide insurance as listed in the insurance requirements attached. <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Understood</div>
2 2	Immigration Employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the US) and aliens authorized to work in the US. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.
2 3	Contractor Responsibility Keep project area in a safe and clean environment at all times during the contract period. Ensure all work is executed in accordance with OSHA (Occupational Safety and Health Administration) Requirements. Contractor must ensure that all Federal, State, and Local regulation are met.
2 4	Laws and ordinances The Contractor shall at all times observe and comply with all Federal, State, and local laws, ordinances and regulations which in any manner affect the Contract or the work. <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Understood</div>
2 5	Payment Terms The City of Lancaster's payment terms are Net 30. <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Agreed</div>

26	Change Orders	No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the city of Lancaster.
		<input style="width: 100%;" type="text" value="Agreed"/>
27	MODIFICATION OF A SUBMITTED BID / PROPOSALS	A proposer may modify a response electronically by logging into the e-procurement system and retracting their bid. Changes can be made up to the closing date and time. It is the vendor's responsibility to save any changes and re-submit their response.
		<input style="width: 100%;" type="text" value="Understood"/>
28	AWARD OF CONTRACT	The contractor shall not commence work under these terms and conditions of the contract until all applicable Certificates of Insurance, Performance and Payment Bonds and have been approved by the City of Lancaster and he/she has received notice to proceed in writing and an executed copy of the contract from the City of Lancaster.
		<input style="width: 100%;" type="text" value="Agreed"/>
29	Deviation	<p>DEVIATIONS: In the event, you the Proposer, intend to deviate from the general terms, conditions, special conditions, specifications, or other information attached hereto, all such deviations must be detailed and uploaded in the RESPONSE ATTACHMENTS section of the e-pro system with the description DEVIATION.</p> <p>NO DEVIATIONS: In the absence of any deviation, Proposer assures the City of Lancaster's compliance with the Terms, Conditions, Specifications, and information contained in this RFP.</p>
		<input style="width: 100%;" type="text" value="None"/>
30	BID PROTESTS	<p>All protests regarding the bid solicitation process must be submitted in writing to the Purchasing Agent within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as protests relating to alleged improprieties or ambiguities in the specifications.</p> <p>The limitation does not include protests relating to staff recommendations as to award of a bid. Protests relating to staff recommendations may be directed to the City Council by contacting the City Secretary PRIOR to Council Award.</p>
		<input style="width: 100%;" type="text" value="Agreed"/>

Bid Lines

1	Litter Removal Services: Pleasant Run From I-35 to Dallas Avenue	Quantity: <u> 1 </u> UOM: <u> Week </u>	Price: <input style="width: 100%;" type="text" value="\$460.00"/>	Total: <input style="width: 100%;" type="text" value="\$460.00"/>
	Item Notes: Service is provided five days per week			
2	Litter Removal Services: Beltline From I-35 to Dallas Avenue	Quantity: <u> 1 </u> UOM: <u> Week </u>	Price: <input style="width: 100%;" type="text" value="\$460.00"/>	Total: <input style="width: 100%;" type="text" value="\$460.00"/>
	Item Notes: Service is provided five days per week			
3	Litter Removal Services: Bear Creek From I-35 to Dallas Avenue	Quantity: <u> 1 </u> UOM: <u> Week </u>	Price: <input style="width: 100%;" type="text" value="\$150.00"/>	Total: <input style="width: 100%;" type="text" value="\$150.00"/>
	Item Notes: Service is provided twice per week.			

4	Litter Removal Services Wintergreen Road From I-35 to Dallas Avenue	Quantity: <u> 1 </u> UOM: <u>Week</u>	Price: <input type="text" value="\$150.00"/>	Total: <input type="text" value="\$150.00"/>
Item Notes: Service is provided twice per week.				
5	Litter Removal Services: Houston School Rd from I20 to Pleasant Run	Quantity: <u> 1 </u> UOM: <u>Week</u>	Price: <input type="text" value="\$150.00"/>	Total: <input type="text" value="\$150.00"/>
Item Notes: Service is provided twice per week.				
6	Litter Removal Services: Jefferson from Wintergreen to 2nd Avenue E.	Quantity: <u> 1 </u> UOM: <u>Week</u>	Price: <input type="text" value="\$150.00"/>	Total: <input type="text" value="\$150.00"/>
Item Notes: Service is provided twice per week.				
7	Litter Removal Services: Dallas Avenue from Cedardale to Pleasant Run	Quantity: <u> 1 </u> UOM: <u>Week</u>	Price: <input type="text" value="\$150.00"/>	Total: <input type="text" value="\$150.00"/>
Item Notes: Service is provided twice per week.				
8	Litter Removal Services: I-20 Service Rd from I-35 to Houston School Rd CITY LIMIT SIGN (That's right before Lancaster Rd)	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <input type="text" value="\$275.00"/>	Total: <input type="text" value="\$275.00"/>
Item Notes: Service is provided twice per week.				
9	Litter Removal Services: I-35 Service Rd from Bear Creek to I-20	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <input type="text" value="\$275.00"/>	Total: <input type="text" value="\$275.00"/>
Item Notes: Service is provided twice per week.				
10	Litter Removal Services: On Call	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <input type="text" value="\$30.00"/>	Total: <input type="text" value="\$30.00"/>
Item Notes: Price per cubic yard. Landfill tickets (copies) must be submitted with invoice.				

Response Total: \$2,250.00

LANCASTER CITY COUNCIL

City Council Regular Meeting

3.

Meeting Date: 11/11/2019

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 one (1) 2020 F250 Crew Cab XL truck from Wildfire Truck & Equipment Sales through an Interlocal Agreement with the Houston-Gavelston Area Council (HGAC) in an amount not to exceed sixty-one thousand one hundred forty-nine dollars and twenty-nine cents (\$61,149.29).

Background:

At the August 5, 2019 Special Work Session, Council received a presentation regarding the FY 2018/2019 Equipment Replacement Plan. The presentation included the purchase of one (1) 2020 F250 Crew Cab XL truck for the Fire Department.

Operational Considerations:

Approval of this purchase will improve efficiencies and operations in these divisions. 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 Houston-Gavelston Area Council (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 and expenditures will not exceed sixty-one thousand one hundred forty-nine dollars and twenty-nine cents (\$61,149.29).

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) 2020 F250 CREW CAB XL TRUCK FROM WILDFIRE TRUCK & EQUIPMENT SALES THROUGH AN INTERLOCAL AGREEMENT WITH THE HOUSTON-GALVESTON AREA COUNCIL (HGAC) IN AN AMOUNT NOT TO EXCEED SIXTY-ONE THOUSAND ONE HUNDRED FORTY-NINE DOLLARS AND TWENTY-NINE CENTS (\$61,149.29).

WHEREAS, the City of Lancaster, Texas desires to authorize the purchase of one (1) 2020 F250 Crew Cab XL truck through an interlocal agreement with the Houston-Galveston Area Council (HGAC); and

WHEREAS, the City of Lancaster maintains an executed Interlocal Agreement with the Houston-Galveston Area Council (HGAC) 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 one (1) 2020 F250 Crew Cab XL truck from Wildfire Truck & Equipment Sales through an Interlocal Agreement with the Houston-Galveston Area Council (HGAC) in an amount not to exceed sixty-one thousand one hundred forty-nine dollars and twenty-nine cents (\$61,149.29), as set forth in Exhibit "A".

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

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

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

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

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 11th day of November, 2019.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

WILDFIRE TRUCK & EQUIPMENT SALES ROCKDALE COUNTRY FORD

5313 Big Six St.
Alvarado, TX 76009
888 452 2701

P. O. Box 72
Rockdale Texas 76567
Averyt Knapp 979 567 6116
Tarrant County Contract 2019-041

QUOTE FOR LANCASTER FIRE DEPARTMENT

September 24, 2019

Vehicle: Crew Cab F250 see Ford spec sheet for details

2020 F250 Crew Cab XL
Power Group, 6-Spd Automatic
40/20/40 Bench Seat, V-8 Gasoline Engine

Vehicle: Add Ons

Fire Department Graphics and Reflective Striping
Rear Chevron Striping Red/Lime Yellow
ARE Cab High Topper, painted Race Red, with No Windows, to include Side Lift Up Doors & rear Single Lift Door, and Camera Kit with harness for use with OEM Color Monitor
Go-Rhino Center Section Bumper for Equipment mounting
Extend O Bed FB 1572 Custom with Electrical & Fuse terminal box
1-Plastix Plus Console with Arm Rest and Cup Holders
Black Step Bars
Sprayed on Bed Liner (Line-X)

Warning & Light Package

1-Whelen INNER EDGE LED Lightbar (Red / White) mounted interior of cab
1-Whelen CENCOM Siren Amp & Switch Control
1-Whelen SA315P Siren Speakers mounted to equipment bumper
2-Whelen M4D Series Red / White split with Clear Lens for Lower Front LED Warning Lights
2-Whelen M4D Series Red / White split with Clear Lens, Front Intersector LED Warning Lights
2-Whelen IONSMJ Series Red/Blue Lower Rear LED Warning Lights mounted 1-Driver & 1-Passenger side
3-Whelen F36PC Interior LED Lights for topper, with two mounted inside and one mounted to rear lift door
2-Whelen IONSMJ Red/Blue Driver Side Lower LED Warning (Running Board Area)
2-Whelen IONSMJ Red/Blue Passenger Side Lower LED Warning (Running Board Area)
4-Whelen IONSMJ Red/Blue Across Upper Rear LED Warning (Upper Rear of Topper)
2-Whelen IONSMJ Red/Blue 1-Pass & 1-Dr Side Upper LED Warning (One each side of door)
2-Whelen IONSMK Red/Amber 1-Pass & 1-Dr Side Lower LED Warning (One each side of door)
2-Whelen M4D Red/White for Rear Side Intersector LED Warning
1-Rigid 20" Off Road Light, mounted to front equipment bumper
2-IONV3R Red LED Combination Warning & Scene Light Driver side of Topper
2-IONV3R Red LED Combination Warning & Scene Light Passenger side of Topper

Additional Electrical

- 1-Kussmaul Battery Charger 1200 Amp 52-03-1104 with Super Auto Eject and Red Cover
Super Auto Eject shall be located on ARE topper driver side rear facing
- 1-Nightstick Rechargeable Flashlight, mounted in cab at console
- 1-WF Master Disconnect
- 1-Backup Alarm
- 1-Installation of one customer supplied Radio / Antenna & Coax

Wildfire Equipment..... \$27,714.29

Rockdale Country Ford F250 Pricing..... \$33,435.00

Total..... \$61,149.29

Note: Warning Light Switching configuration and clarification of the mounting location of customer supplied equipment, to be discussed at Pre-Construction meeting to be held at Wildfire Truck & Equipment

Wildfire Truck & Equipment Quote good for 30 days

**Note: PO must be made out to Rockdale Country Ford
Averyt Knapp aknapp@caldwellcountry.com**

David Evans
david@wildfiretruck.com

Don Gibson
don@wildfiretruck.com

CONTRACT PRICING WORKSHEET

End User: CITY OF LANCASTER FIRE	Contractor: ROCKDALE COUNTRY
Contact Name: DAVID EVANS (WILDFIRE)	ROCKDALE COUNTRY FORD DBA CALDWELL COUNTRY
Email: DAVID@WILDFIRETRUCK.COM	Prepared By: Averyt Knapp
Phone #: 817-783-3833 (ALVARADO, TX)	Email: aknapp@caldwellcountry.com
Fax #:	Phone #: 979-567-6116
Location City & State: LANCASTER, TX	Fax #: 979-567-4376
Date Prepared: AUGUST 3, 2019	Address: P. O. Box 72, ROCKDALE, TX 76567
Ref: 2019-041	Tax ID # 27-3037856

Product Description:	2020 FORD F250 CREW CAB 4X4 SWB W2B
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A Base Price & Options:

\$33,435

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	4X4-CREW CAB, 160" WHEELBASE, STX APPEARANCE PACKAGE, 6.2L-V8, AUTOMATIC, 3.73 E-LOCKING REAR AXLE, LT275/70R18E A/T TIRES, 18" SPARKLE SILVER PAINTED CAST ALUMINUM WHEELS, 40-20-40 VINYL SEATS, FULL RUBBER FLOOR, AIR CONDITION, AMFM-STEREO (NO SYNC), TILT, POWER WINDOWS, POWER LOCKS, POWER MIRRORS, KEYLESS ENTRY, SHORT BED, REAR STEP BUMPER, REAR VISION CAMERA, OEM HD TRAILER TOW PACKAGE	INCL			
	FORD WARRANTY 5YR/60,000 MILES POWERTRAIN @ N/C	INCL		ROCKDALE COUNTRY FORD PO BOX 72 ROCKDALE, TEXAS 76567	

Subtotal B

INCL

C Unpublished Options[illegible]

Subtotal C	
D Other Price Adjustments (Installation, Delivery, Etc...)	
Subtotal D	INCL
E Unit Cost Before Fee & Non-Equipment Charges(A+B+C+D)	\$33,435
Quantity Ordered	1
Subtotal E	\$33,435
F Non-Equipment Charges (Trade-In, Warranty, Etc...)	
G. Color of Vehicle: RACE RED	
H. Total Purchase Price (E+F)	\$33,435
Estimated Delivery Date:	90-120 DAYS APPX

LANCASTER CITY COUNCIL

City Council Regular Meeting

4.

Meeting Date: 11/11/2019

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 an amendment to resolution 2019-10-79 supporting the National League of Cities (NLC) Youth, Education, Families (YEF) initiative, "Developing An Early Learning Community."

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 the City Council meeting for the purpose of discussing the National League of Cities (NLC) Youth, Education, Families (YEF) "Developing an Early Learning Community" 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).

At the City Council work session, on Monday, October 7, 2019, Council received a presentation regarding the early childhood success initiative. City Council approved Resolution 2019-10-79 on October 14, 2019, at the regular meeting. Councilmember Morris has requested the item be placed on the agenda to discuss an amendment to the recitals of the resolution.

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:

The noted change is at Council discretion.

Attachments

Resolution

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS IN SUPPORT OF DEVELOPING AN EARLY LEARNING COMMUNITY.

WHEREAS, learning starts from the moment we are born. Long before a child enters school, and as he or she grows and develops in all domains (physical, cognitive and social-emotional), he or she also learns within the context of affective relationships. Especially in early childhood, learning is strongly influenced by the environment in which the child interacts. The child learns in the environment where relationships take place, which in turn affects all aspects of his or her development; and

WHEREAS, development of human capital through high-quality learning and birth to 12th grade ~~(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, 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 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 11th day of November, 2019.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

LANCASTER CITY COUNCIL

City Council Regular Meeting

5.

Meeting Date: 11/11/2019

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:

Conduct a public hearing and consider a resolution approving the 2020 Standards of Care for Youth Programs operated by the Quality of Life and Cultural Services Department.

Background:

Chapter 42 of the Human Resources Code, which regulates certain facilities, homes, and agencies that provide child-care services, states that municipal youth recreation programs may be exempted from the state's licensing requirement if cities comply with the provisions of the legislation. The legislation requires that cities establish and annually review their Parks and Recreation Department's Standards of Care for Youth Programs and conduct a public hearing to allow citizen input.

The proposed 2020 Youth Standards of Care are attached there are no recommended changes from the previous year.

Operational Considerations:

The Youth Standards of Care policy identifies the staff responsibilities, department policies and procedures, parent's responsibilities, authorization forms required for participation in various activities and necessary contact information.

Legal Considerations:

Formal annual adoption of the Youth Standards of Care is required by the State of Texas. Failure to adopt a Standards of Care would result in termination of after school programs and day camps. The City Attorney has reviewed and approved the attached resolution and Youth Standards of Care policies as to form.

Public Information Considerations:

A public hearing is required to receive citizen input regarding the Youth Standards of Care. This item is being considered at a meeting of the City Council in accordance with the Texas Open Meetings Act.

Options/Alternatives:

1. City Council may conduct the Public Hearing and approve the resolution as presented.
2. City Council may conduct the Public Hearing and approve the resolution with modifications to the Youth Standards of Care.
3. City Council may conduct the Public Hearing and deny the resolution which will terminate all City Youth After School and/or Day Camp programs.

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 2020 STANDARDS OF CARE POLICIES FOR YOUTH PROGRAMS OPERATED BY THE LANCASTER QUALITY OF LIFE & CULTURAL SERVICES (PARKS AND RECREATION) DEPARTMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Mayor and City Council of the City of Lancaster desire the Quality of Life & Cultural Services (Parks and Recreation) Department to operate Youth Programs for citizens of Lancaster; and

WHEREAS, state law exempts city sponsored youth programs from licensing requirements where the City has adopted a Youth Standards of Care policy providing: (a) standards relating to staff ratios, staff training, health, and safety; (b) a mechanism for monitoring and enforcing the standards and receiving complaints from parents of enrolled children; (c) does not advertise as or otherwise represent the program as a child-care facility, day care center, or licensed before-school or after-school program or that the program offers child care services; (d) informs parents that the program is not licensed by the state; (e) does not solicit donations as compensation or payment for any good or service provided as part of the program and, (f) conducts background checks for all program employees and volunteers who work with children in the program using information that is obtained from the Department of Public Safety; and

WHEREAS, the legislation requires that cities establish and annually review their Standards of Care for Youth Programs and conduct public hearings to allow citizen input; and

WHEREAS, the City has adopted an ordinance which provides that after public hearing, the City Council will annually approve such standards of care; and

WHEREAS, the City Council has held a public hearing to receive citizen input regarding the 2020 Standards of Care for Youth Programs operated by the City of Lancaster Quality of Life & Cultural Services (Parks and Recreation) Department

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

The City Council hereby adopts the 2020 Standards of Care for Youth Programs, which is attached hereto and incorporated herein as Exhibit A.

SECTION 1. That all resolutions of the City of Lancaster heretofore adopted which are in conflict with the provisions of this resolution be, and the same are hereby repealed, and all resolutions of the City of Lancaster not in conflict with the provisions hereof shall remain in full force and effect.

SECTION 2. If any article, paragraph, subdivision, clause or provision of this resolution, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such judgment or holding shall not affect the validity of this resolution as a whole or any part or provision thereof, as amended hereby, other than the part so declared to be invalid or unconstitutional.

SECTION 3. That this Resolution shall take effect immediately from and after its passage, as the law and charter in such cases provide.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 11th day of November, 2019.

ATTEST:

Sorangel O. Arenas, City Secretary

APPROVED:

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

City of Lancaster
Quality of Life & Cultural
Services Department
(Parks & Recreation Division)



2020
Standards of Care
For
Youth Programs

Parks and Recreation Department
1700 Veterans Memorial Parkway
Lancaster, TX 75134
(972) 218-3700
(972) 218-3648 (Fax)
www.lancaster-tx.com

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LANCASTER YOUTH PROGRAMS

STANDARDS OF CARE

The following Standards of Care have been adopted by the City Council of the City of Lancaster, Texas to comply with Senate Bill 212 as approved by the Texas Legislature during the 74th legislative sessions. The Standards of Care are intended to be minimum standards by which the City of Lancaster Quality of Life and Cultural Services (QL&CS) Department will operate the City's Youth Programs. The programs operated by the City are recreational in nature and are not day care programs.

General Administration

1. Organization

- A. The governing body of the City of Lancaster Youth Programs is the Lancaster City Council.
- B. Implementation of the Youth Program Standards of Care is the responsibility of the Quality of Life and Cultural Services Department Director and Departmental employees.
- C. Youth Programs ("Program") to which these Standards will apply include the Summer Day Camp Program, After School Care Program and the Holiday Day Camp Program.
- D. Each Youth Program site will have available for public and staff review a current copy of the Standards of Care.
- E. Parents of participants will be provided a current copy of the Standards of Care during the registration process.
- F. Criminal background checks will be conducted on prospective Youth Program employees. If results of that criminal check indicate that an applicant has been convicted of any of the following offenses, he or she will not be considered for employment:
 - 1. A felony or a misdemeanor classified as an offense against a person or family.
 - 2. A felony or misdemeanor classified as public indecency.
 - 3. A felony or misdemeanor violation of any law intended to control the possession or distribution of any controlled substance.
 - 4. Any offense involving moral turpitude.
 - 5. Any offense that would potentially put the City of Lancaster at risk.

2. Definitions

- A. City: City of Lancaster
- B. City Council: City Council of the City of Lancaster
- C. Department: Quality of Life and Cultural Services (QL&CS) Department of the City of Lancaster
- D. Youth Programs or Program: City of Lancaster Youth Programs consisting of the After School Programs, the Summer Day Camp Programs, Holiday Break Day Camp Programs, and ongoing recreational program offerings.
- E. Program Manual: Notebook of policies, procedures, required forms, and organizational and programming information relevant to City of Lancaster Youth Programs.
- F. Director: City of Lancaster QL&CS Department Director or his or her designee.

- G. Program Supervisor or Coordinator: City of Lancaster QL&CS Department full-time programmer who has been assigned administrative responsibility for a City of Lancaster Youth Program.
- H. Program Leader or Leader: City of Lancaster QL&CS Department full-time or part-time employee who has been assigned responsibility to implement the City's Youth Programs.
- I. Program Site: Area and facilities where City of Lancaster Youth Programs is held, consisting of, but not limited to: Lancaster QL&CS sites and Lancaster Independent School District sites as required.
- J. Participant: A youth whose parent(s) or legal guardian(s) have completed all required registration procedures and determined to be eligible for a City of Lancaster Youth Program.
- K. Parent(s): This term will be used to represent one or both parent(s) or legal guardian(s) who have legal custody and authority to enroll their child(ren) in City of Lancaster Youth Programs.
- L. Employee(s): Term used to describe people who have been hired to work for the City of Lancaster and have been assigned responsibility for managing, administering, or implementing some portion of the City of Lancaster Youth Programs.
- M. Recreation Center. The Lancaster Recreation Center located at 1700 Veterans Memorial Parkway, Lancaster, TX 75134, (972) 218-3700.

3. Inspections/Monitoring/Enforcement

- A. The Coordinator of each Program to confirm the Standards of Care are being adhered to will initiate a monthly inspection report.
 - 1. Inspection reports will be sent to the Director or his/ her designee for review and kept on record for at least two years.
 - 2. The Director or his/ her designee will review the report and establish deadlines and criteria for compliance with the Standards of Care.
- B. The Director will make visual inspections of the Program based on the following schedule.
 - 1. The Summer Day Camp Program will be inspected twice during its summer schedule.
 - 2. The Holiday Day Camp Program will be inspected once during the winter break and once during the spring break.
- C. Complaints regarding enforcement of the Standards of Care will be directed to the Supervisor/Coordinator. The Coordinator will be responsible to take the necessary steps to resolve the problem(s). The Coordinator will record complaints regarding enforcement of the Standards of Care and their resolution. The Director will address serious complaints regarding enforcement of the Standards of Care and the complaint and the resolution will be noted.
- D. The Director or his/her designee will make an annual report to the City Council on the overall status of the Youth Programs and their operation relative to compliance with the adopted Standards of Care.

4. Enrollment

- A. Before a child can be enrolled, the parents must sign registration forms that contain the child's:
 - 1. name, home address, home telephone number;
 - 2. name and address of parent(s) or legal guardian(s) and telephone during program hours;
 - 3. the names and telephone numbers of people to whom the child can be released;
 - 4. a statement of the child's special problems or needs;
 - 5. emergency medical authorization;
 - 6. proof of residency when appropriate; and
 - 7. a liability waiver.

5. Suspected Abuse

Program employees will report suspected child abuse or neglect in accordance with the Texas Family Code. In a case where a City employee is involved in an incident with a child that could be construed as child abuse, the incident must be reported immediately to the Program Supervisor. The Program Supervisor will immediately notify the Police Department and any other agency as may be appropriate.

Texas state law requires the staff of these youth Programs to report any suspected abuse or neglect of a child to the Texas Department of Protective and Regulatory Services or a law enforcement agency. Failure to report suspected abuse is punishable by fines up to \$1000 and/or confinement up to 180 days. Confidential reports may be reported by calling 1-800-252-5400 (The Texas Abuse Hotline of the Department of Family and Protective Services).

Staffing - Responsibilities and Training

1. Youth Program Leader ("Leader") Qualifications

- A. Leaders will be full-time, part-time, or temporary employees of the QL&CS Department.
- B. Staff working with children must be age 18 or older.
- C. Must be able to consistently exhibit competency, good judgment, and self-control when working with children.
- D. Must relate to children with courtesy, respect, tolerance, and patience.
- E. Must have successfully completed a course in first aid and CPR based on either American Heart Association or American Red Cross standards. An exception can be made for no more than one staff person at each site, and that person shall successfully complete a first aid and CPR course within four weeks of starting work.
- F. Must be able to furnish proof of a clear tuberculosis test within the 12 months prior to their employment date.
- G. Must pass a background investigation to include testing for illegal substances.
- H. Must be mature, responsible, and able to complete duties with minimal supervision.
- I. Must have a high school diploma or GED.
- J. Must be able to communicate well with the public and skilled at interacting with children.

- K. Must be skilled in supervising children of varying age levels in a group setting.
- L. Must have a valid Texas driver's license and eligible for a CDL.
- M. Must pass a departmental criminal background check and drug screening.
- N. Must have previous experience in supervising children and possess knowledge of recreational games, crafts, and activities.
- O. Must have First Aid and CPR certification during orientation.
- P. Must complete departmental day camp staff training.

2. Leader Responsibilities

- A. Provide participants with an environment in which they can feel safe, enjoy wholesome recreation activities, and participate in appropriate social opportunities with their peers.
- B. Know and follow all City, Departmental, and Program standards, policies, and procedures that apply to City Of Lancaster Youth Programs.
- C. Ensure that participants are released only to a parent or an adult designated by the parent. All Program Sites will have a copy of the Department approved plan to verify the identity of a person authorized to pick up a participant if the Leader does not know that person.

3. Training/Orientation

- A. The Department is responsible to provide training and orientation to Program employees in working with children and for specific job responsibilities. Supervisors will provide each Leader with a Program manual specific to each Youth Program.
- B. Program employees must be familiar with the Standards of Care for Youth Program operation as adopted by the City Council.
- C. Program employees must be familiar with the Program's policies including discipline, guidance, and release of participants as outlined in the General Program Information section of this document.
- D. Program employees will be trained in appropriate procedures to handle emergencies.
- E. Program employees will be trained in areas including City, Departmental, and Program policies and procedures, provision of recreation activities, safety issues, child psychology, and organization.
- F. Program employees will be required to sign an acknowledgment that they received the required training.

Service Standards

A. Appearance and Behavior

- 1. Staff shirts and name badges will be worn and clearly visible.
- 2. Participants and parents will be treated with respect at all times.

B. Communication with Parents

- 1. Staff will keep parents continuously informed of activities and schedules. A weekly schedule will be distributed and copies will be kept with the daily sign in sheets.

2. Staff will note details of behavior of participants (accomplishments, discipline problems, general activities, etc.) and update parents regularly.

C. Additional Staff Responsibilities

1. Staff will monitor the sign in/out log at all times.
2. Staff will spend 100% of their time actively involved with participants and/or parents.
3. Staff will attempt to answer any complaints at the site and resolve all problems. Situations that cannot be resolved on site by staff will be passed to a supervisor immediately. All complaints will be addressed within 24 hours if they are not resolved on site.
4. Prior to beginning work each day, all staff will check in at the appointed location for any messages, instructions, or information.

Operations

1. Staff/Participant Ratio

- A. In a Lancaster Youth Program, the standard ratio of participants to Leaders will be 20 to 1. In the event a Leader is unable to report to the Program site, a replacement will be assigned.
- B. Each participant shall have a Program employee who is responsible for him or her and who is aware of the participant's habits, interests and any special problems as identified by the participant's parent(s) during the registration process.
- C. At no time will a Program employee be alone with a child.

2. Discipline

- A. Program employees will implement discipline and guidance in a consistent manner based on the best interests of Program participants.
- B. There must be no cruel or harsh punishment or treatment.
- C. Program employees may use brief, supervised separation from the group if necessary.
- D. As necessary, Program employees will initiate discipline reports to the parent(s) of participants. Parents will be asked to sign discipline reports to indicate they have been advised about specific problems or incidents.
- E. A sufficient number and/or severe nature of discipline reports as detailed in the Program Manual may result in a participant being suspended from the Program.
- F. In instances where there is a danger to participants or staff, offending participants will be removed from the Program site as soon as possible.
- G. Any person(s) creating a nuisance, causing a disturbance, or creating an unsafe environment at any program site will be subject to ejection from the site, possible arrest, and legal action.
- H. The department reserves the right to terminate a participant from the program if they exhibit severe or extreme behavioral problems, which prevent staff from effectively administering the Program.

3. Programming

- A. Program employees will attempt to provide activities for each group according to participants' age, interests, and abilities. The activities must be appropriate to participants' health, safety, and well-being. The activities also must be flexible and promote the participants' emotional, social, and mental growth.
- B. Program employees will attempt to provide indoor and outdoor time periods that include:
 - 1. Alternating active and passive activities;
 - 2. Opportunity for individual and group activities;
 - 3. Outdoor time each day weather permitting.
- C. Program employees will be attentive and considerate of the participants' safety on field trips and during any transportation provided by the Program.
 - 1. During trips, Program employees supervising participants must have immediate access to emergency medical forms and emergency contact information for each participant;
 - 2. Program employees must have a written list of the participants in the group and must check the attendance frequently;
 - 3. Program employees must have first aid supplies and a guide to first aid and emergency care available on field trips.

4. Communication

- A. Program site will have a telephone to allow the site to be contacted by Recreation Center personnel. Each site will have access to a telephone for use in contacting the Recreation Center or making emergency calls
- B. The Coordinator will post the following telephone numbers adjacent to a telephone accessible to all Program employees at each site:
 - 1. Lancaster ambulance or emergency medical services;
 - 2. Lancaster Police Department;
 - 3. Lancaster Fire;
 - 4. Lancaster Recreation Center;
 - 5. Numbers at which parents may be reached;
 - 6. The telephone number for the site itself.

5. Transportation

- A. Before a participant can be transported to and from City sponsored activities, a transportation form must be completed by the parent of the participant and filed with the Coordinator
- B. First aid supplies and a first aid and emergency care guide will be available in all Program vehicles that transport children.
- C. All Program vehicles used for transporting participants must have available a 6-BC portable fire extinguisher which will be installed in the passenger compartment of the vehicle and must be accessible to the adult occupants.

Facility Standards

1. Safety

- A. Program employees will inspect Youth Program sites daily to detect sanitation and safety concerns that might affect the health and safety of the participants. A daily inspection report will be completed by the Program staff and kept on file by the Program Coordinator.
- B. Buildings, grounds, and equipment on the Program site will be inspected, cleaned, repaired, and maintained to protect the health of the participants.
- C. Program equipment and supplies must be safe for the participant's use.
- D. Program employees must have first aid supplies available at each site, during transportation, and for the duration of any off-site activity.
- E. Program air conditioners, electric fans, and heaters must be mounted out of participants' reach or have safeguards that keep participants from being injured.
- F. Program porches and platforms more than 30 inches above the ground must be equipped with railings participants can reach.
- G. All swing seats at Program sites must be constructed of durable, lightweight, relatively pliable material.
- H. Program employees must have first aid supplies readily available to staff in a designated location. Program employees must have an immediately accessible guide to first aid and emergency care.

2. Fire

- A. In case of fire, danger of fire, explosion, or other emergency, Program employees' first priority is to evacuate the participants to a designated safe area.
- B. The Program site will have an annual fire inspection by the local Fire Marshall, and the resulting report will detail any safety concerns observed. The report will be forwarded to the Director who will review and establish deadlines and criteria for compliance. Information from this report will be included in the Director's annual report to the Council.
- C. Each Program site must have at least one fire extinguisher approved by the Fire Marshall readily available to all Program employees. The fire extinguisher is to be inspected monthly by the Program Coordinator, and a monthly report will be forwarded to the coordinator's supervisor who will keep the report on file for a minimum of two years. All Youth Program staff members will be trained in the proper use of fire extinguisher.
- D. Fire drills will be initiated at Program sites based on the following schedule:
 - 1. Summer Day Camp Program: A fire drill twice during the entire summer session.
 - 2. Holiday Day Camp: A fire drill once during the fall and spring sessions.

3. Health

- A. Illness or Injury
 - 1. A participant who is considered a health or safety concern to other participants or staff will not be admitted to the Program.

2. Illnesses and injuries will be handled in a manner to protect the health of all participants and employees.
3. Program employees will follow plans to provide emergency care for injured participants or for participants with symptoms of an acute illness as specified in the Program manual.
4. Program employees will follow the recommendation of the Texas Department of Health concerning the admission or readmission of any participant after a communicable disease.

B. Program employees will administer medication only if:

1. Parent(s) complete and sign a medication form that provides authorization for staff to dispense medication with details as to times and dosages. The form will include a hold harmless clause to protect the City.
2. Prescription medications are in the original containers labeled with the child's name, a date, directions, and the physician's name. Program staff members will administer the medication only as stated on the label. Program staff will not administer medication after the expiration date.
3. Nonprescription medications are labeled with the child's name and the date the medication was brought to the Program. Nonprescription medication must be in the original container. The Program staff will administer it only according to label direction.
4. Medications dispensed will be limited to routine oral ingestion not requiring special knowledge or skills on the part of Program employees. The Program employees will administer no injections.
5. Program employees must ensure medications are inaccessible to participants. No refrigeration will be provided.

C. Toilet Facilities

1. The Program site will have inside toilets located and equipped so children can use them independently and program staff can supervise as needed.
2. There must be one flush toilet for every 30 children. Urinals may be counted in the ratio of toilets to children, but must not exceed 50% of the total number of toilets.
3. An appropriate and adequate number of lavatories will be provided.

D. Sanitation

1. The Program facilities must have adequate light, ventilation, and heat.
2. The Program must have an adequate supply of water meeting the standards of the Texas Department of Health for drinking water and ensure that it will be supplied to the participants in a safe and sanitary manner.
3. Program employees must see that garbage is removed from buildings daily.

City of Lancaster
Quality of Life & Cultural
Services Department
Parks & Recreation Division



2020
General Information
For Youth Camp Programs

General Program Information

Registration Procedures

Registration for Lancaster Youth Programs is on a first come, first serve basis with limited enrollment. Registration must be done by the child(ren)'s parent or legal guardian.

All participants must be toilet trained to participate in a Youth Program.

Parents/legal guardians will be required to purchase Participant Membership Card, pay the first installment and any activity fees at registration. Please see the section for Summer Day Camp Program fees in the current Lancaster Connection or visit the Parks and Recreation page at www.lancaster-tx.com.

Participant's Information Files

Parents/legal guardians must complete a set of registration forms for each child. The registration forms include the child's personal information, emergency information, authorized persons to release the child(ren) to, a medical release, and a liability waiver. The registration forms must indicate whether the child's shot record is on file at their school; if not, a copy of the shot record must be provided to be kept on file at the Recreation Center. A copy of these forms will be kept on file at the Recreation Center and a copy will be kept in the child's group binder. A parent/legal guardian may be removed by the other parent/legal guardian from the pick up list only with approved court documentation. The City Attorney may review court documents. Parents are responsible for providing Leaders or the Recreation Center office staff with updated information in writing.

Registration forms are not carried over from program to program. A new set of forms is required at registration for each program. Parents may stop by the Recreation Center to pick up registration forms or ask any additional information on programs.

Attendance

Parent(s) or legal guardian(s) of children who are enrolled in a Youth Program will check in with program employees upon arrival to the Program. The City is not responsible for participants until they have been checked in to the Program.

When a child is absent, the parent should call the Recreation Center at (972) 218-3700 to inform staff of the absenteeism. Staff will not call parents to verify an absence if the child is not in attendance.

Late Pick Up

Youth Summer camp and Seasonal Camp programs end at 6:00 pm. After School Program ends at 6:30pm. The first incident will result in a written reminder to the parents. Further incidents will result in a \$5.00 late charge for every 10-minute period after 6:00 pm. (or) 6:30pm for after school program.

Being late three times in a 30-day period could be cause for termination from the Program. Not paying the late fees within one week of the incident may result in termination from the program.

Appeals can be made to the Recreation Supervisor or Recreation Superintendent.

Discipline Policy

Disciplinary action will be taken when a child acts inappropriately, is disruptive, verbally or physically abusive, or creates a safety concern. Children will be warned and/or placed in time-out. If the behavior continues or is severe, the child will receive a Behavioral Report. Behavioral Reports are to be signed by the parent/legal guardian. Suspensions and terminations are determined by the severity of the incident and/or the number of Behavioral Reports issued.

Suspensions and terminations will have Recreation Superintendent Approval before being implemented, unless the parent requests immediate enforcement. Suspensions and terminations include all Lancaster Parks & Recreation Youth Programs.

1st Behavioral Report – Parent/legal guardian signs and receives a copy of the report.

2nd Behavioral Report – Parent/legal guardian signs and receives a copy of the report. The Program Supervisor will contact the parent to set up a conference. The mandatory conference is held with the parent/legal guardian, child, and Recreation Supervisor to discuss the reports. The parent/legal guardian and child are reminded the next report may result in a one-week suspension. If the parent/legal guardian does not respond to the request for a conference within five days, a written notice will be sent home to inform the parent/legal guardian that the two Behavioral Reports remain and the next Behavioral Report may result in a one-week suspension from the program.

3rd Behavioral Report – Parent/legal guardian signs and receives copy of report. Upon Recreation Superintendent Approval, the parent may have one business day grace period before the suspension begins. During the suspension period, the child will not be eligible to be registered for other youth programs. When the suspension period is completed, the child may register for other youth programs if space is available or may be placed on the waiting list. Refunds will not be issued for days the child serves on suspension. Parents will be responsible for staying current on program fees.

4th Behavioral Report – The parent signs and receives a copy of report. Upon Recreation Superintendent Approval, the parent may have one business day grace period before the termination begins.

The QL&CS Department reserves the right to accelerate disciplinary steps as determined necessary.

Three months after being terminated from City of Lancaster Youth Programs, the parent may submit a written request to the Recreation Superintendent requesting the child be considered eligible for re-enrollment into the Lancaster Youth Programs. A meeting may be held between the

parent/legal guardian, child, Recreation Superintendent and the Program Coordinators to determine if the child will regain eligibility for enrollment. Eligibility may or may not be regained. A written response will be sent from the Recreation Superintendent to the parent/legal guardian regarding the decision.

A child who has been terminated from the Lancaster Youth Programs will not be eligible for enrollment or participation in any Lancaster Youth Programs unless eligibility has been regained. Children terminated from the Lancaster Youth Programs and who have already been registered for an upcoming Lancaster Youth Program will be removed from the upcoming program and fees refunded. If the child regains eligibility to enroll in Lancaster Youth Programs, then the child may register if space is available or may be placed on the waiting list.

When the probation period ends, the child will return to the normal disciplinary steps.

Two terminations in a calendar year may result in permanent termination from Lancaster Youth Programs.

Parent Release/Sign Out

The registration form includes a section for the parent/legal guardian to provide the names of those persons allowed to pick up their child (ren) from the youth program. Driver's license numbers are to be supplied for each authorized person, including the parent/legal guardian. Registration forms are not carried over from program to program. A new set of forms is required at registration for each program. For security reasons, staff may not give out information over the phone.

The following procedures will be followed at all times:

- a. When a parent/legal guardian picks up the child (ren), they are to sign the child (ren) out. Identification may be requested.

When an unauthorized person picks up a child, the following procedures will be followed:

- a. Leaders will ask for identification from anyone with whom they are not familiar.
- b. The sign out policy will be explained.
- c. The parent/legal guardian will be called at work or at home to inform them of the person on site asking to pick up their child (ren). The parent or guardian will be asked for their driver's license number to verify that staff is speaking to parent/legal guardian.
- d. The parent/legal guardian will be asked to grant permission for their child (ren) to be released to the person on site. The parent or guardian will be asked to fax a signed permission letter to the Recreation Center at (972) 218-3648.
- e. Once permission is granted, the child will be released to the person on site.
- f. If the parent/legal guardian cannot be reached or does not grant permission, the child will not be released to the unauthorized person.
- g. If the unauthorized person takes the child (ren) without permission, the police will be notified and the situation will be handled as a criminal incident.

Visitors/Drop Ins

Parents/legal guardians are welcome to drop in and observe the program. Parents/legal guardians signing out their child (ren) should leave the program once child (ren) has been signed out.

Withdrawal Procedures

Any parent/legal guardian requesting to withdraw their child (ren) from a Youth Program must fill out a drop form at the time of departure. Drop forms will be available at the main office of the Recreation Center or may be requested by fax. Any child (ren) withdrawn from the program may be readmitted only as space allows.

Illness of Participants

Parents are responsible for informing the City of any special needs, concerns or information regarding their child (ren)'s health.

All participants must be able to participate in the full range of activities offered. Any child meeting any of the following criteria will not be admitted to any program:

- a. If the illness prevents the child from participating comfortably in the program activities.
- b. If the illness results in greater need for care than the staff can provide without compromising the health, safety, and supervision of the other children or staff.
- c. If the child has an oral temperature of 100.4 degrees or greater.
- d. If the child's symptoms and signs of possible severe illness include, but not limit to, the following: lethargy, uncontrolled breathing, uncontrolled diarrhea, vomiting illness, rash with fever, mouth sores with drooling, or wheezing. The participant will not be admitted back into the program until staff is comfortable that the child can be included in the Program activities.
- e. If the child has been diagnosed with a communicable disease, until medical evaluation determines the child is no longer communicable.
- f. If the child vomited in the morning prior to coming to program.
- g. If the child has discolored nasal discharge.

Participants with extensive sunburns (open sores, blisters) will be allowed into the Program, but will not be allowed to participate in any swimming activities until the area is completely healed.

Participants with a communicable disease, such as pink eye or lice, may not attend the program. Participants showing symptoms of illness will be removed from common areas and the parent will be notified and asked to pick up the child. Participants with lice will be required to return a form, signed by the parent, stating an initial treatment and a follow up treatment for lice have been applied. The receipt or the product's label must be attached to the signed treatment form. Participants may not return to the program until this signed form is on file. A copy of the form may be found in the Supplement section or at the main office. Participants with reoccurring head lice may be removed from the program at the Coordinator's discretion.

Parents/legal guardian will be notified by phone if the participant becomes ill while at the program. If the parent cannot be reached, the emergency contact will be called. Any child experiencing a fever over 100.4 degrees, vomiting, diarrhea three times within two hours or contagious skin or eye infections will be removed from common areas and should be picked up within one hour of contact with the parent/legal guardian.

Parents/legal guardian must provide a written statement from a physician stating the child is free from contagious disease before returning to the program after a contagious illness. Medical information may be faxed to the Recreation Center at (972) 218-3648.

In the event of critical illness or injury, proper medical personnel and parents/legal guardian will be notified. At the discretion of the medical personnel, the child may be transported to an emergency room or clinic by ambulance or by the parent/legal guardian. Parents/legal guardian will be responsible for any expenses incurred with treatment or transportation.

Medication

The City of Lancaster Youth Programs will administer medicine only with written parental permission and will administer medication only as stated on the label directions or as amended by the physician. A medicine form must be completed for each prescription the child receives at the Program. Medicine forms are available at the main office of the Recreation Center and at each site.

Medications must be in their original container, labeled with child name, the date (if prescription), directions on how to administer and include the physician name (if prescription). Refrigeration of medication is not available. Inhalers and peak flows must have instruction on label. The City of Lancaster Youth Program staff will not administer any type of injection. Over-the-counter drugs will be administered only when accompanied by a medicine form, in the original container and by label direction only.

Parents/legal guardians are responsible for removing medication at the end of the Program or when child is withdrawn. Leaders are responsible for administering medication at the time indicated on medicine form. Medications and the completed form will be kept in lock bag with each group.

Youth Program Payments

Parents/legal guardians are responsible for paying fees as scheduled. Youth Program payments may be made at the Recreation Center by cash or credit card.

Non-payment of fees within two months will be turned over to a collection agency. Payments for special activities and field trips not included in a program's activity fee are to be paid in cash. This applies to all programs.

Transportation

The participant to staff ratio, as stated in the Standards of Care, will be adhered to at all times when transporting participants. Participants may be transported only by City vehicle or any vehicle designated by the City. Participants may not be transported to and from activities or home by staff's personal vehicles.

All children will wear seat belts while being transported with the exception of commercial vehicles that do not offer seat belts.

Field Trips

Parents/legal guardian will be asked to sign permission form for their child (ren) to attend special field trips. Please do not send large amounts of spending money with your child (ren) on field trips. The City is not responsible for items lost during field trips. Parents are discouraged from picking their child up during field trip activities.

Parent/Child Communication

When a parent needs to contact their child (ren) at the Program, for emergency reasons only, the parent must call the Recreation Center at (972) 218-3700. Recreation Center staff will contact the child's Leader to deliver the message.

Personal Electronic Devices (PEDs) Policy

All S.A.F.E. Afterschool Program Participants must complete a cell phone contract BEFORE bringing a cell phone on site. This contract will be completed during registration. Once a cell phone contract is on file, it is valid for the entire time a participant attends S.A.F.E. Afterschool Program for the current school year. If you obtain a cell phone after the registration date or your cell phone information changes it is the participant's responsibility to contact appropriate staff to either complete or update a cell phone contract.

The Quality of Life and Cultural Services (QLCS) Department encourages and appreciates **appropriate** use of cell phones and wireless communication devices (WCD). Inappropriate use of a cell phone or wireless communication device may qualify a participant for suspension or expulsion from the S.A.F.E. Afterschool Program. Examples of inappropriate use include, but are not limited to, using the cell phone/ WCD to take pictures or videos at prohibited times, displaying inappropriate images or websites, using inappropriate language in text messages, emails, or other forms of communication or using the device for bullying, harassment or intimidation. Inappropriate use also includes sending, sharing, viewing, or possessing pictures, text messages, emails, or other material of a sexual nature in electronic or any other form on a cell phone, WCD, or other electronic device. The sole purpose for using this technology is to enhance academic achievement while respecting the dignity and safety of all participants of S.A.F.E. Afterschool Program.

1. Participants may possess a cell phone or WCD at appropriate sites and at after school, provided that it is in silent mode during normal participation hours, or as may be requested by staff members.
 2. All requests by participants to use the phone or cell phone will be screened and the conversation monitored.
 3. Participants are prohibited from using cell phones/ WCDs at any time unless given permission to do so by a counselor or supervisor.
 4. The counselor or supervisor shall determine the rules for cell phone and WCD use during the time he or she is in charge of a group of participants. .
 5. Cell phones / WCDs may only be used to take photographs and/or videos at after school events and activities.
 6. Cell phones/ WCD use is prohibited in restricted areas such as **restrooms and locker rooms.**
 7. When directed by a staff member cell phones and/or WCD must be turned off. When directed by a staff member to turn off a cell phone or WCD or to relinquish possession of the device, the Participants must comply or face disciplinary action as outlined in the Youth Standards of Care.
 8. A Participant possessing a cell phone or WCD shall be responsible for its care and safe keeping. The City of Lancaster Quality of Life and Cultural Services (QLCS) Department shall not be responsible for lost, stolen, or damaged cell phones and/or WCDs.
 9. Participants suspected of violating The City of Lancaster Quality of Life and Cultural Services (QLCS) Department Cell phone/ WCD Policy will be required to give the entire phone (battery, sim card, etc) to school authority. Cell phones and/or WCDs may be searched if reasonable grounds exist for suspecting that a search of the device will produce evidence that the participant is violating or has violated the law or city policy.
 10. City Transportation Rules Cell phones or WCD's shall be permitted on the bus as long as they are kept in a no volume status that cannot be heard by others and the participant possessing the device can still hear emergency directions. Cell phones/ WCD's may be used in silent mode **responsibly** on the school bus. If using headphones, one ear must be exposed in the event the driver needs to relay directions or directives. Any inappropriate use of a cell phone or WCD will result in disciplinary action as outlined in Personal Electronic Devices (PEDs) Policy. Examples of inappropriate use are provided in the opening paragraph of this policy.
- **First Offense**** On the first offense, the cell phone/ WCD will be confiscated. The phone/ WCD will be made available to the participant's parent or guardian at the end of the day. Additional consequences may be assessed for violations that involve bullying, harassment, intimidation or the production and/or dissemination of material that is sexual in nature. As with dealing with any violation of (QLCS) Department or city policy, the significance of the violation and the participant's prior disciplinary record may impact the level of disciplinary action the school finds appropriate to impose.
 - **Second Offense**** On the second offense, the cell phone/ WCD will be confiscated. The participant will be prohibited from possessing a cell phone and/or WCD for the remainder of the school year. The parent or guardian will be given the cell phone/ WCD. Additional consequences will be assessed for continued violation and/ or camera or video use in accordance with participant rights and responsibilities (suspension and expulsion may be

recommended). Additional consequences may be assessed for violations that involve bullying, harassment, intimidation or the production and/or dissemination of material that is sexual in nature. As with dealing with any violation of Corporation or school rules, the significance of the violation and the participant's prior disciplinary record may impact the level of disciplinary action the school finds appropriate to impose.

ZERO TOLERANCE** If a student chooses to video, record, or take pictures of the counselor without permission or another participant during class without permission, the student's phone will be secured by the counselor, the appropriate supervisor will be contacted, and the participant will lose cell phone privileges for the rest of the year.

S.A.F.E. Staff shall have the discretion to determine the appropriate use of cellular phones and pagers/beepers for participants participating in extra-curricular activities while on city site.

Staff Code of Ethics

Program Leaders are expected to adhere to the City's Staff Code of Ethics, which includes not accepting gifts from participants or babysitting/socializing with participants outside of the Program. If staff members do not comply with this policy, they are subject to disciplinary procedures.

City of Lancaster
Quality of Life & Cultural
Services Department
Parks & Recreation Division



2020
Youth Camp
Registration Packet



**Lancaster Quality of Life and Cultural Services Department
YOUTH PROGRAMS REGISTRATION FORM**

Check program you are registering for: ☐ After School Program Summer Day Camp ☐ Seasonal Camp

PLEASE COMPLETE ALL BLANK AREAS IN ORDER TO QUALIFY FOR PROGRAM(S)
(Please print or type)

Registration Date_____

Child's Name_____ Home #_____

Address_____ City, State_____ Zip_____

School Attending_____ Grade Entering_____

Age_____ Date of Birth_____/_____/_____ Gender: ☐ Female ☐ Male

Mother/Legal Guardian Name_____ DL #_____

Address_____ City, State_____ Zip_____

Mother/Legal Guardian Workplace_____

Best Daytime #_____ Alternate Daytime #_____

Father/Legal Guardian Name_____ DL #_____

Address_____ City, State_____ Zip_____

Father/Legal Guardian Workplace_____

Best Daytime #_____ Alternate Daytime #_____

EMERGENCY CONTACTS/ PERMISSION TO PICK UP CHILD:

Name_____ Relationship_____ DL #_____

Home #_____ Work #_____

Name_____ Relationship_____ DL #_____

Home #_____ Work #_____

Name_____ Relationship_____ DL #_____

Home #_____ Work #_____

ATTENDANCE AND TRANSPORTATION INFORMATION:

How will your child get home? (Check all that apply)

☐ Parent/Guardian ☐ Carpool ☐ Other If Other, please explain_____



**Lancaster Quality of Life and Cultural Services Department
PROGRAMS MEDICAL AND AUTHORIZATION FORM**

EMERGENCY MEDICAL AUTHORIZATION

I, _____ as parent and/or legal guardian, do hereby release The City of Lancaster, its staff and volunteers, from liability in the case of an accident or injury to my child or ward:

Name _____ Age _____ Grade Entering _____

Further, in case of accident, injury or sudden illness, I authorize any first aid or emergency medical care that may become necessary for my child or ward while he or she is enrolled in any Lancaster Youth Program. I also authorize that my child or ward may be transported to a local medical facility. If I cannot be contacted in an EMERGENCY, I hereby give permission to the physician selected by the Program Coordinator to hospitalize, secure proper treatment for, and to order injection, anesthesia or surgery for my child or ward, named above. I understand I am financially responsible for any expenses incurred for medical care or transportation on my child's behalf. By executing this document, I hereby assume, on behalf of my child or ward, all risk of injury or loss to which he or she may be exposed.

Parent/Legal Guardian Signature

Date

EMERGENCY MEDICAL AUTHORIZATION

In the event of an EMERGENCY, individuals will be taken directly to the nearest hospital.

If applicable, Family Physician Name _____

Address _____ Phone # _____

Shot Record/Medical Record on file at School: ☐ Yes ☐ No Date _____

Please list any medical allergies, physical or behavioral conditions of your child: _____

Please explain special need/problems your child may have: _____

**AUTHORIZATIONS
(Initial all boxes that apply and sign below)**

____ I understand that responsibility for my child will be assumed by Lancaster Youth Program only when he/she has checked in with an authorized staff member of the program.

____ I authorize the City of Lancaster Quality of Life & Cultural Services Department to utilize my child likeness for promotional purposes both electronically and in print.

____ I authorize any Lancaster Youth Program to transport my child to and from Program activities and field trips.

____ I acknowledge that the child described herein has permission to engage in all Program activities, except noted by me or family physician.

____ I authorize the Youth Program to involve my child in appropriate water activities.

____ I acknowledge receipt of the Lancaster Parks and Recreation Department "Standards of Care" for Youth Programs.

My signature below constitutes authorization for items initialed above.

Parent/Legal Guardian Signature

Date



Lancaster Quality of Life and Cultural Services Department
YOUTH PROGRAMS LIABILITY WAIVER

Date: _____

Program: _____

Child's Name: _____

Age: _____

School Attending: _____

Grade Entering: _____

I understand that the activities in the Lancaster **Quality of Life and Cultural Services** Department Youth Programs will include physical activity and exercise with the possibility of physical contact and bodily injury to my child or ward (named above), and that the Department, its staff and the City of Lancaster are not undertaking responsibility to see that the activities are free from risk of injury, loss or damage to person or property. I hereby assume all said risks for my child.

In consideration of the use and availability of services and facilities of the program site by my above named child or ward, I hereby agree to release, relieve, hold harmless, and indemnify the City, the Recreation Center, the Department, the Program, and their respective supervisors, Program Directors, Coordinators, leaders, agents, instructors and other employees from all liability and claims arising out of any accident or injury suffered or incurred by my above named child or ward at the Program site or while participating in any activity sponsored, organized or supervised by the Program except for acts of negligence of said responsible supervisors, directors, coordinators, leaders, agents, instructors or other employees.

Parent/Legal Guardian Signature

Date



Lancaster Quality of Life and Cultural Services Department
CELL PHONE CONTRACT

Date: _____

Program: _____

Child's Name: _____

Age: _____

School Attending: _____

Grade Entering: _____

Cell phone use is prohibited without permission. By signing this contract, student and parent(s)/guardians acknowledge the rules and policy outlined in the Personal Electronic Devices (PEDs) Policy. (This policy will be enforced, regardless of whether you sign the contract or not.)

In consideration of the use and availability of services and facilities of the program site by my above named child or ward, I hereby agree to release, relieve, hold harmless, and indemnify the City, the Recreation Center, the Department, the Program, and their respective supervisors, Program Directors, Coordinators, leaders, agents, instructors and other employees from all liability and claims arising out of any accident or injury suffered or incurred by my above named child or ward at the Program site or while participating in any activity sponsored, organized or supervised by the Program except for acts of negligence of said responsible supervisors, directors, coordinators, leaders, agents, instructors or other employees.

Parent/Legal Guardian Signature

Date



Lancaster Quality of Life and Cultural Services Department

YOUTH PROGRAM LATE PICK UP RECORD

Date _____

Parent's Name _____

Daytime # _____ Cell # _____

Child(ren)'s Name(s) _____

Circle One:

1st Incident

2nd Incident

3rd Incident

DATE _____

SIGNATURE _____

ARRIVAL TIME _____

REASON _____

AMOUNT PAID _____

STAFF INITIALS _____

Method of Payment: Cash, credit card or debit

First Incident: Warning, no charge

Subsequent Incidents: \$5.00 for each 10-minute period after 6:30 p.m.

Three incidents in a 30 day period may result in termination from the Program.

Non-payment of late pick up fees within one week may result in termination from the Program.

An appeals process is available and should be directed to the Recreation Superintendent at
(972) 218-3715



Lancaster Quality of Life and Cultural Services Department
DAILY SITE INSPECTION – YOUTH PROGRAMS

Date _____ Site Inspected _____

General Weather Conditions: _____

Inspection Item	Good	Needed Action	Initials of Employee Checking
First Aid Kit Present & Stocked			
Fire Extinguisher Present & Charged			
Program & Participant Files Present			
Program Areas Clean & Safe			
Participant Check-in/Check-out Sheet Completed			
Bathrooms Clean/Stocked			
Program Supplies Present/Put Away			

Please specifically detail what actions were taken to address any of the inspection items that needed action:



Lancaster Quality of Life and Cultural Services Department
DAILY SITE INSPECTION – YOUTH PROGRAMS

Date _____ Site Inspected _____

General Weather Conditions: _____

Inspection Item	Good	Needed Action	Initials of Employee Checking
First Aid Kit Present & Stocked			
Fire Extinguisher Present & Charged			
Program & Participant Files Present			
Program Areas Clean & Safe			
Participant Check-in/Check-out Sheet Completed			
Bathrooms Clean/Stocked			
Program Supplies Present/Put Away			

Please specifically detail what actions were taken to address any of the inspection items that needed action:



Lancaster Quality of Life and Cultural Services Department
BEHAVIORAL REPORT

Date: _____

Program: _____

Participant's Name _____ Age _____

Address _____ Home # _____

Description of Incident _____

Staff Comments _____

1st Offense _____

2nd Offense _____

Mandatory meeting with Recreation Supervisor
Notification of next Report result in one (1) week suspension

3rd Offense _____

Notification of effective suspension dates

4th Offense _____

Termination from Program

Patron's Signature

Site Supervisor's Signature

Parent/Legal Guardian Signature

Program Coordinator's Signature

Parent's Cell or Work Phone#: _____

LANCASTER CITY COUNCIL

City Council Regular Meeting

6.

Meeting Date: 11/11/2019

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

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

Submitted by: Opal Mauldin-Jones, City Manager / David T. Ritter, City Attorney

Agenda Caption:

Discuss and consider a variance request, from the property owner of 2601 N Dallas Avenue, to allow alcohol beverage sales within 300 feet of a school.

Background:

The Whip-In gas station, located at 2601 N Dallas Avenue submitted a request for Alcoholic Beverage Permit to allow for alcohol sales on October 3, 2019. Staff measured the distance of the business to area churches, schools and hospitals. Measurements determined that the business was less than 300 feet from the public school.

Section 8.03.005 of the City's Code of Ordinances states:

"No private club or retail sale establishment which serves and/or sells alcoholic beverages, whether for on-premises or off-premises consumption, shall be licensed to operate within 300 feet from a church, public or private school, or public hospital. For a church or public hospital, the 300 feet shall be measured along the property lines of the street fronts and from the front door to front door, and in a direct line across intersections. For public or private schools, the measurement of distance shall be in a direct line from the property line of the public or private school to the property line of the private club and in a direct line across intersections."

The distance requirement and method of measurement are also spelled out in state law, mirroring our local regulations.

The permit application was denied as it is less than 300 feet from the public school property line. The city received correspondence from the applicant requesting a variance from the 300 foot requirement. This location had previous ownership that requested a variance in November 2017 which was rejected by this governing body. The physical location of the business nor the school is changed. As measured in 2017, the distance was 193 feet from the public school property line.

The City Attorney has reviewed the request and determined that the applicant has the ability to present its case on why a variance should be granted.

Section 109.33(e) of the Texas Alcoholic Beverage Code states:

"The (City Council) of a city or town that has enacted a regulation under Subsection (a) of this section may also allow variances to the regulation if the governing body determines that enforcement of the regulation in a particular instance is not in the best interest of the public, constitutes waste or inefficient use of land or other resources, creates an undue hardship on an

applicant for a license or permit, does not serve its intended purpose, is not effective or necessary, or for any other reason the (City Council), after consideration of the health, safety, and welfare of the public and the equities of the situation, determines is in the best interest of the community."

The above section references "Subsection (a) of this section". Subsection (a) is the section that contains the distance requirements from churches, schools and hospitals.

Options/Alternatives:

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

Recommendation:

The applicant has not submitted any evidence demonstrating that denial of the permit has created waste or inefficiency of land or other resources, the 300 foot separation requirement did not serve its intended purpose, that the 300 foot separation requirement is not effective or necessary or that the approval of the variance would be in the best interest of the community. Staff recommends denial of the request.

Attachments

TABC - Subchapter C

Article 8.3 - Alcohol (Lancaster Code of Ordinances)

Application for alcoholic Beverage

SUBCHAPTER C. LOCAL REGULATION OF ALCOHOLIC BEVERAGES

Sec. 109.31. MUNICIPAL REGULATION OF LIQUOR. A city by charter may prohibit the sale of liquor in all or part of the residential sections of the city.

Sec. 109.32. MUNICIPAL AND COUNTY REGULATION OF BEER. (a) An incorporated city or town by charter or ordinance may:

- (1) prohibit the sale of beer in a residential area; and
- (2) regulate the sale of beer and prescribe the hours when it may be sold, except the city or town may not permit the sale of beer when its sale is prohibited by this code.

(b) In a county that has only one incorporated city or town that has a majority of the population of the county, according to the most recent federal census, and where the city or town has shortened the hours of sale for beer on Sundays by a valid charter amendment or ordinance before January 1, 1957, the commissioners court may enter an order prohibiting the sale of beer on Sundays during the hours it is prohibited in the city or town. The order may apply to all or part of the area of the county located outside the city or town. The commissioners court may not adopt the order unless it first publishes notice for four consecutive weeks in a newspaper of general circulation in the county published in the county or a nearby county.

(c) In exercising the authority granted by this section, the city, town, or county may distinguish between retailers selling beer for on-premises consumption and retailers, manufacturers, or distributors who do not sell beer for on-premises consumption.

Sec. 109.33. SALES NEAR SCHOOL, CHURCH, OR HOSPITAL. (a) The commissioners court of a county may enact regulations applicable in areas in the county outside an incorporated city or town, and the governing board of an incorporated city or town may enact regulations applicable in the city or town, prohibiting the sale of alcoholic beverages by a dealer whose place of business is within:

- (1) 300 feet of a church, public or private school, or public hospital;
- (2) 1,000 feet of a public school, if the commissioners court or the governing body receives a request from the board of trustees of a school district under Section 38.007, Education Code [*Refer to Appendix for this citation*]; or
- (3) 1,000 feet of a private school if the commissioners court or the governing body receives a request from the governing body of the private school.

(b) The measurement of the distance between the place of business where alcoholic beverages are sold and the church or public hospital shall be along the property lines of the street fronts and from front door to front door, and in direct line across intersections. The measurement of the distance between the place of business where alcoholic beverages are sold and the public or private school shall be:

- (1) in a direct line from the property line of the public or private school to the property line of the place of business, and in a direct line across intersections; or
- (2) if the permit or license holder is located on or above the fifth story of a multistory building, in a direct line from the property line of the public or private school to the property line of the place of business, in a direct line across intersections, and vertically up the building at the property line to the base of the floor on which the permit or license holder is located.

(c) Every applicant for an original alcoholic beverage license or permit for a location with a door by which the public may enter the place of business of the applicant that is within 1,000 feet of the nearest property line of a public or private school, measured along street lines and directly across intersections, must give written notice of the application to officials of the public or private school before filing the application with the commission. A copy of the notice must be submitted to the commission with the application. This subsection does not apply to a permit or license covering a premise where minors are prohibited from entering the premises under Section 109.53.

(d) As to any dealer who held a license or permit on September 1, 1983, in a location where a regulation under this section was in effect on that date, for purposes of Subsection (a), but not Subsection

(c), of this section, the measurement of the distance between the place of business of the dealer and a public or private school shall be along the property lines of the street fronts and from front door to front door, and in direct line across intersections.

(e) The commissioners court of a county or the governing board of a city or town that has enacted a regulation under Subsection (a) of this section may also allow variances to the regulation if the commissioners court or governing body determines that enforcement of the regulation in a particular instance is not in the best interest of the public, constitutes waste or inefficient use of land or other resources, creates an undue hardship on an applicant for a license or permit, does not serve its intended purpose, is not effective or necessary, or for any other reason the court or governing board, after consideration of the health, safety, and welfare of the public and the equities of the situation, determines is in the best interest of the community.

(f) Subsections (a)(2) and (3) do not apply to the holder of:

(1) a retail on-premises consumption permit or license if less than 50 percent of the gross receipts for the premises is from the sale or service of alcoholic beverages;

(2) a retail off-premises consumption permit or license if less than 50 percent of the gross receipts for the premises, excluding the sale of items subject to the motor fuels tax, is from the sale or service of alcoholic beverages; or

(3) a wholesaler's, distributor's, brewer's, distiller's and rectifier's, winery, wine bottler's or manufacturer's permit or license, or any other license or permit held by a wholesaler or manufacturer as those words are ordinarily used and understood in Chapter 102.

(g) Subsection (a)(3) does not apply to the holder of:

(1) a license or permit issued under Chapter 27, 31, or 72 who is operating on the premises of a private school; or

(2) a license or permit covering a premise where minors are prohibited from entering under Section 109.53 and that is located within 1,000 feet of a private school.

(h) Subsection (a)(1) does not apply to the holder of:

(1) a license or permit who also holds a food and beverage certificate covering a premise that is located within 300 feet of a private school; or

(2) a license or permit covering a premise where minors are prohibited from entering under Section 109.53 and that is located within 300 feet of a private school.

(i) In this section, "private school" means a private school, including a parochial school, that:

(1) offers a course of instruction for students in one or more grades from kindergarten through grade 12; and

(2) has more than 100 students enrolled and attending courses at a single location.

Sec. 109.331. SALES NEAR DAY-CARE CENTER OR CHILD-CARE FACILITY. (a) This section applies only to a permit or license holder under Chapter 25, 28, 32, 69, or 74 who does not hold a food and beverage certificate.

(b) Except as provided by this subsection, the provisions of Section 109.33 relating to a public school also apply to a day-care center and a child-care facility as those terms are defined by Section 42.002, Human Resources Code [*Refer to Appendix for this citation*]. Sections 109.33(a)(2) and (c) do not apply to a day-care center or child-care facility.

(c) This section does not apply to a permit or license holder who sells alcoholic beverages if:

(1) the permit or license holder and the day-care center or child-care facility are located on different stories of a multistory building; or

(2) the permit or license holder and the day-care center or child-care facility are located in separate buildings and either the permit or license holder or the day-care center or child-care facility is located on the second story or higher of a multistory building.

(d) This section does not apply to a foster group home, foster family home, family home, agency group home, or agency home as those terms are defined by Section 42.002, Human Resources Code.

Sec. 109.35. ORDERS FOR PROHIBITION ON CONSUMPTION. (a) If the governing body of a municipality determines that the possession of an open container or the public consumption of alcoholic beverages in the central business district of the municipality is a risk to the health and safety of the citizens of the municipality, the governing body may by charter or ordinance prohibit ~~[petition for the adoption of an order by the commission that prohibits]~~ the possession of an open container or the public consumption of alcoholic beverages in that central business district.

(b) If a municipality prohibits ~~[submits a petition for an order of the commission to prohibit]~~ the possession of an open container or the public consumption of alcoholic beverages in the central business district of the city, the municipality must adopt ~~[and attaches to the petition]~~ a map, plat, or diagram showing the central business district that is ~~[to be]~~ covered by the prohibition~~[, the commission shall approve and issue the order without further consideration unless the commission finds that the map, plat, or diagram improperly identifies the central business district].~~

(c) The municipality's charter or ordinance ~~[commission's order]~~ may not prohibit the possession of an open container or the consumption of alcoholic beverages in motor vehicles, buildings not owned or controlled by the municipality, residential structures, or licensed premises located in the area of prohibition.

(c-1) In accordance with Section 1.06, this section does not authorize municipal regulation of the possession of an open container or the public consumption of alcoholic beverages except as expressly provided by this section.

(d) In this section, "central business district" means a compact and contiguous geographical area of a municipality in which at least 90 percent of the land is used or zoned for commercial purposes and that is the area that has historically been the primary location in the municipality where business has been transacted.

(e) In this section, "open container" means a container that is no longer sealed.

Sec. 109.36. CONSUMPTION OF ALCOHOLIC BEVERAGES NEAR HOMELESS SHELTER OR SUBSTANCE ABUSE TREATMENT CENTER. (a) In this section:

(1) "Central business district" means a compact and contiguous geographical area of a municipality used for commercial purposes that has historically been the primary location in the municipality where business has been transacted.

(2) "Homeless shelter" means a supervised publicly or privately operated shelter or other facility that is designed to provide temporary living accommodations to individuals who lack a fixed regular and adequate residence.

(3) "Open container" has the meaning assigned by Section 109.35.

(b) The commissioners court of a county may enact regulations applicable in areas in the county outside an incorporated city or town, and the governing board of an incorporated city or town may enact regulations applicable in the city or town, prohibiting the possession of an open container or the consumption of an alcoholic beverage on a public street, public alley, or public sidewalk within 1,000 feet of the property line of a homeless shelter that is not located in a central business district or a substance abuse treatment center that is not located in a central business district.

(c) If the commissioners court of a county or the governing board of an incorporated city or town enacts a prohibition under Subsection (b), the commissioners court or the governing board may enact regulations allowing special temporary events for which Subsection (b) may be suspended.

SUBCHAPTER D. OTHER MISCELLANEOUS PROVISIONS

Sec. 109.51. SACRAMENTAL WINE. Nothing in this code limits the right of a minister, priest, rabbi, or religious organization from obtaining sacramental wine for sacramental purposes only, directly from any lawful source inside or outside the state. No fee or tax may be directly or indirectly charged for the exercise of this right. The commission by rule and regulation may regulate the importation of sacramental wine and prevent unlawful use of the right granted by this section.

ARTICLE 8.03 ALCOHOLIC BEVERAGES*

Sec. 8.03.001 Title

This article is hereby adopted and shall be known as the alcoholic beverage ordinance of the city. (2002 Code, sec. 4.1501)

Sec. 8.03.002 Scope

The provisions of this article apply to any person, firm, corporation, business or entity currently or proposing to sell alcoholic beverages within the city or who owns, possesses, is in custody of or exercises control of property wherein alcoholic beverages are sold within the city. (2002 Code, sec. 4.1502)

Sec. 8.03.003 Definitions

Unless the context otherwise requires, the following terms, as used in this article, shall be construed according to the definitions given below:

Alcoholic liquor. Any spirits, wine, beer, ale or other liquid containing more than one-half of one percent of alcohol by volume, which is fit for beverage purposes.

Fraternal or veterans club. A corporation as defined under section 32.11 of the Texas Alcoholic Beverage Code, not for pecuniary profit, solely for the promotion of some common object other than the sale and consumption of alcoholic liquors, which conforms to the definition of a club as provided by the statute.

Hotel. Every building or other structure kept, used, maintained, advertised and held out to the public to be a place where food is actually served and consumed and sleeping accommodations are offered for adequate pay to travelers and guests, whether transient, permanent or residential, in which twenty-five (25) or more rooms are used for the sleeping accommodations and dining rooms being conducted in the same building or buildings in connection therewith and such building or buildings, structure or structures being provided with adequate and sanitary kitchen and dining room equipment and capacity.

Intoxicated person. Any person who is presently impaired, physically, mentally or emotionally, as a result of the presence of alcohol in the person's body.

Private club. An establishment such as a country club which dispenses alcoholic beverages for on-premises consumption, provides regular food service and holds a permit under chapter 32 of the Texas Alcoholic Beverage Code.

Restaurant. Any public place kept, used, maintained, advertised and held out to the public as a place where meals are served, and where meals actually are served and regularly served, without sleeping accommodations, such space being provided with adequate and sanitary kitchen and dining room equipment and capacity and having employed therein a sufficient number and kind of employees to prepare, cook and serve suitable food for its guests. Provided further that no restaurant licensed as such shall sell alcoholic liquor except with meals.

Retail sale. The sale for use or consumption and not for resale.

(2002 Code, sec. 4.1503)

Sec. 8.03.004 Local permit required

(a) No person, corporation, or association shall sell alcoholic beverages within the city without first having applied for and been granted a valid permit issued by the city to sell alcoholic beverages. Upon the exhibition of a license or permit duly issued by the state to the applicant, the city secretary shall, in the name of the city, issue and deliver to the applicant a permit to engage in the business in the city of the character described in and authorized by the license or permit from the state held by the applicant. The license or permit so issued in the name of the city shall authorize the conduct of such business upon the premises described in the license or permit from the state and shall remain in force only so long as the license or permit from the state remains in force.

(b) An applicant for the permit under this section shall pay a fee at the time of the submission of the application. The fee [shall be] established by resolution of the city council and shall not exceed one-half of the annualized state fee for each permit issued for premises located within the city.

(Ordinance 2010-11-26 adopted 11/8/10)

State law references—Local fee authorized on alcoholic beverage permits, V.T.C.A., Alcoholic Beverage Code, sec. 11.38; local fee authorized on alcoholic beverage licenses, V.T.C.A., Alcoholic Beverage Code, sec. 61.36.

Sec. 8.03.005 Location restrictions

No private club or retail sale establishment which serves and/or sells alcoholic beverages, whether for on-premises or off-premises consumption, shall be licensed to operate within 300 feet from a church, public or private school, or public hospital. For a church or public hospital, the 300 feet shall be measured along the property lines of the street fronts and from the front door to front door, and in a direct line across intersections. For public or private schools, the measurement of distance shall be in a direct line from the property line of the public or private school to the property line of the private club and in a direct line across intersections. Provided that the limitations

of this section shall not apply to a private club which is in operation at the time of the passage of this article. (Ordinance 2008-08-31 adopted 8/25/08)

Charter reference—Sale of liquor or beer in residential areas, [sec. 2.18](#).

State law reference—Sales near church, school or hospital, V.T.C.A., Alcoholic Beverage Code, sec. 109.33.

Sec. 8.03.006 Possession on privately owned parking lots

(a) Findings; purpose. The city council hereby finds that:

(1) A significant problem exists with persons, particularly minors, who possess and consume alcoholic beverages on privately owned parking lots open to the public.

(2) Said persons create a public safety hazard by the consumption of alcoholic beverages and the subsequent driving of motor vehicles, especially when the possession and consumption of alcohol on private lots mainly occurs adjacent to major traffic thoroughfares of the city. The mayor and city council find and declare that the aforementioned problem is of such substantial and significant proportions that it threatens the health, safety and welfare of the city and its citizens so as to require the immediate passage of an ordinance prohibiting possession of alcoholic beverages in privately owned parking lots open to public traffic.

(3) The city is authorized to enact this article pursuant to its police power and its home rule power. The purpose of the following regulations is to help control the problems mentioned above.

(b) Prohibition.

(1) No person shall possess alcoholic liquor upon or within any off-street parking lot or parking garage, except in its original unopened container with the seal unbroken.

(2) The term “alcoholic liquor” shall have the meaning ascribed to it in [section 8.03.003](#). The term “off-street parking lot” and the term “parking garage” shall have the meaning ascribed to them in the development code of the city, as amended.

(2002 Code, sec. 4.1504)

Sec. 8.03.007 Consumption in street or other public place

(a) Prohibition. No person shall consume any alcoholic liquor while in or upon public streets, alleys, sidewalks, parking lots or other public ways.

(b) Open containers. No person shall be in the possession of any glass, can or open container containing alcoholic liquor on any thoroughfare, street, sidewalk, alley, parking lot or any other public way.

(c) Duties of sellers. No person, firm or corporation licensed to sell alcoholic liquor, or the employees or agents of such person, firm or corporation, shall permit any person to remove from such premises any alcoholic liquor in any open container.

(d) Open containers in motor vehicles. No person shall have in his or her possession an open container containing alcoholic liquor within or on a motor vehicle, including motorcycles, while parked or standing on a public street or public parking lot in the city, or while such vehicle is in motion.

(e) Sign required. All premises licensed for the sale of alcoholic liquor shall post a notice at each exit stating that "NO BEER, LIQUOR OR WINE MAY BE CARRIED IN AN OPEN CONTAINER OUT OF THIS BUILDING."

(2002 Code, sec. 4.1505)

Sec. 8.03.008 Beer gardens in parks or other public grounds

(a) Authorized. The governing body of the city has deemed it advisable to allow and license limited public sale at retail and consumption on the sale premises of cereal malt beverages in specific areas of the public parks of the city, and during community-wide celebrations on certain other public grounds. Such sale shall be by responsible persons otherwise duly licensed under the city code and shall be allowed for limited periods of time as hereinafter specifically provided.

(b) License created. There is hereby created a license to be denominated a class A beer garden license. A person to whom the city has issued a current valid beer garden license will hereinafter be referred to as a class A beer garden licensee.

(c) Designation of area. A class A beer garden license shall designate specifically an area in a city park, or, alternatively, other public grounds in the central business district in the city, which area shall be used for the purposes of the license and which area will hereinafter be referred to as a beer garden.

(d) Use of license; duties and qualifications of licensee. No cereal malt beverage may be sold at retail or consumed in any city park of the city, or on any other public grounds of the city, whether in the central business district or otherwise, except that a class A beer garden license may use the beer garden designated on the beer garden license for purposes of retail sale and consumption by adult consumers of cereal malt beverages on the premises of the beer garden, and further provided that:

(1) Such sale and consumption shall be limited to the designated beer garden.

(2) The licensee must comply with all applicable laws and ordinances.

(3) The licensee must have all of the qualifications set out in city ordinances and state statutes for a liquor dealer's license.

(4) The licensee must pay a license fee under this section, which shall be determined by a resolution of the city council.

(5) The licensee must hold a current valid license from the city for the sale of alcoholic liquor or beer at retail for consumption on the premises.

(e) Maximum area; boundaries. The beer garden shall not exceed one thousand square feet in area, shall be contiguous and shall have its boundaries clearly marked.

(f) Issuance of license restricted. No beer garden license shall be issued for premises other than in a city park of the city, except in the city's central business district. No beer garden license shall be issued for public grounds in the central business district of the city except during community-wide public celebrations or holidays. For purposes of this article, "central business district" is defined as the Historic Town Square.

(g) Duration of license; number of licenses; transfer. The duration of a beer garden license shall not exceed two days. No person shall be issued more than three beer garden licenses during any calendar year. No beer garden license shall be transferred by the beer garden licensee to whom it was originally issued.

(h) Compliance with other regulations. Each class A beer garden, while in operation, shall comply with all of the requirements of the ordinance relating to dealers in alcoholic liquor, to wit, provided that no additional permit shall be required and no additional fee shall be required.

(2002 Code, sec. 4.1506)



APPLICATION FOR
ALCOHOLIC BEVERAGE PERMIT
CITY OF LANCASTER, TEXAS



Date: 11/08/2019
Applicant: NIROJ CORPORATION
Applicant's Representative: MICHAEL W. FRANK
Business Name: NIROJ CORPORATION
Business Known As: WHIP IN
Business Location: 2601 N. DALLAS AVE. LANCASTER, TX
Mailing Address if different from business address: _____

Contact Phone No.: (469) 955-7901

Application is filed for:

- ☒ **BQ** WINE AND BEER RETAILER'S OFF-PREMISE
☐ **RM** MIXED BEVERAGE RESTAURANT PERMIT WITH FOOD & BEVERAGE
☐ **FB** FOOD AND BEVERAGE
☐ _____ OTHER (Please specify.)

☒ ORIGINAL/NEW ☐ ANNUAL RENEWAL

FEES

The City of Lancaster collects local fees according to the state schedule (two year renewal). Fees have been assessed at one-half (1/2) the amount of the state fee in accordance with the Texas Alcoholic Beverage Code (TABC) and are non-refundable.

Applications are submitted to:
City Secretary, P.O. Box 940 – 211 N. Henry Street, Lancaster, Texas 75146
For additional information, contact the City Secretary's office at (972) 218-1310 or by email at citysecretary@lanaster-tx.com

Application fees must be paid at the time of application and are non-refundable.
A copy of the Texas Alcoholic Beverage Commission (TABC) Certificate must be submitted with applicable permit fees prior to issuance of City of Lancaster Alcoholic Beverage Permit.

LANCASTER CITY COUNCIL

City Council Regular Meeting

7.

Meeting Date: 11/11/2019

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

Goal(s): Professional and Committed City Workforce

Submitted by: Sorangel O. Arenas, City Secretary

Agenda Caption:

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 appointment, employment, evaluation duties or dismissal of a public officer, to wit: the City Attorney.
- b. Section § 551.074 (a)(1) of the Texas Government Code to deliberate the appointment, employment, evaluation duties or dismissal of a public officer, to wit: the City Secretary.

Background:

Executive Session matters.

LANCASTER CITY COUNCIL

City Council Regular Meeting

8.

Meeting Date: 11/11/2019

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

Goal(s): Professional and Committed City Workforce

Submitted by: Sorangel O. Arenas, City Secretary

Agenda Caption:

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

Background:

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