



**NOTICE OF SPECIAL WORK SESSION AND  
SPECIAL MEETING AGENDA  
MUNICIPAL CENTER CITY HALL COUNCIL CHAMBERS  
211 N. HENRY STREET, LANCASTER, TEXAS**



**Monday, December 4, 2017 - 7:00 PM**

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**7:00 P.M. SPECIAL WORK SESSION:**

**CALL TO ORDER**

1. Receive a presentation from Linebarger Goggan Blair & Sampson, LLP regarding delinquent property tax and Municipal fines & fees collection.
2. Receive a presentation from The Retail Coach regarding the progress of the second year's Scope of Work.
3. Receive a presentation from GSBS regarding design and development City Hall.
4. Discuss the City of Lancaster adopting a Facility/Building & Park land Naming Policy or Ordinance.
5. Discuss and consider appointments to the Health Advisory Committee.
6. Discuss the Lancaster Code of Ordinance 2013-07-06, Chapter 8, Article 8.17 "Hotel/Motel Property Regulations".
7. Receive a presentation regarding the Equipment Replacement Program.

**ADJOURN SPECIAL WORK SESSION**

**8:00 P.M. SPECIAL MEETING:**

**CALL TO ORDER**

**CONSENT AGENDA:**

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

1. Consider a resolution implementing a new Commercial Film policy.
2. Consider a resolution approving the terms and conditions of the Grant Agreement for the Routine Airport Maintenance Program by and between the City of Lancaster, as Airport Sponsor, and the Texas Department of Transportation, on behalf of the State of Texas; authorizing matching funds in the amount of fifty thousand dollars (\$50,000.00) at the Lancaster Regional Airport.

3. Consider a resolution terminating the terms and conditions of the City owned terminal building commercial lease agreement by and between the City of Lancaster and Skyline Aviation Incorporated from building 730, Suites 201, 202 & 203 at the Lancaster Regional Airport.
4. Consider an amendment of the Lancaster Code of Ordinance Chapter 14, "Offenses and Additional Provisions", Article 14.09 "Property Maintenance Code," to provide for a three (3) day notice period for abatement of brush and bulk waste violations.
5. Consider a resolution authorizing the award of Bid# 2017-91 "Meal Services" to The Chocolate Mint Foundation to provide meal services for the senior meal program in an amount not to exceed fifty thousand two hundred dollars (\$50,200.00).

#### **PUBLIC HEARING:**

6. Z17-07 Conduct a Public Hearing and consider an ordinance amending ordinance 2006-04-13 and as amended the Lancaster Development Code and map of the City as amended by granting a change in zoning from Planned Development- Neighborhood Services (PD-NS) to Light Industrial (LI). The property is approximately 6.52 acres of land, located on the northeast corner of Balmorhea Drive and N. Dallas Avenue. The property is addressed as 3700 N. Dallas Avenue and described as Lot 2R, Block A, VanTrust I-20 Logistics Addition in the Smith Elkins Survey, Abstract number 430 City of Lancaster, Dallas County, Texas.
7. Conduct a public hearing and consider a resolution approving the 2018 Standards of Care for Youth Programs operated by the Quality of Life and Cultural Services Department.

#### **EXECUTIVE SESSION:**

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

#### **ADJOURNMENT**

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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.

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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.

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PURSUANT TO SECTION 30.06 PENAL CODE (TRESPASS BY HOLDER WITH A CONCEALED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE

(HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A CONCEALED HANDGUN.

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

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

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

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#### **Certificate**

**I hereby certify the above Notice of Meeting was posted at the Lancaster City Hall on November 30, 2017 @ 9:30 p.m. and copies thereof were provided to the Mayor, Mayor Pro-Tempore, Deputy Mayor Pro-Tempore and Council members.**



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Sorangel O. Arenas  
City Secretary

## LANCASTER CITY COUNCIL

### City Council Special Work Session

1.

**Meeting Date:** 12/04/2017

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

**Goal(s):** Financially Sound Government

**Submitted by:** Opal Mauldin-Jones, City Manager

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#### **Agenda Caption:**

Receive a presentation from Linebarger Goggan Blair & Sampson, LLP regarding delinquent property tax and Municipal fines & fees collection.

#### **Background:**

Linebarger Goggan Blair & Sampson, LLP is the law firm responsible for delinquent property tax and Municipal fines & fees collections for the City of Lancaster.

Linebarger will make a presentation regarding their services to the City of Lancaster.

#### **Attachments**

Presentation

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Prepared for the:  
Lancaster City Council  
and  
Opal Mauldin-Jones,  
City Manager



# Delinquent Property Tax and Municipal Fines & Fees Professional Collections Services Update

December 4, 2017



# About Linebarger



Linebarger Goggan Blair & Sampson, LLP  
2777 N. Stemmons Frwy., Suite 1000  
Dallas, TX 75207



41 Years of Experience,  
Providing Funding for  
Essential Public Services

## Lancaster Community Involvement



22 Year Partnership with the City

# Linebarger Collection Services



# Delinquent Property Tax Collection Activities – City of Lancaster

**JULY 2016 – SEPT 2017**



## Collection Notices

2,454  
Letters Mailed



## Site Visits

82 Site Visits  
Walk & Talk Collection Campaign



## Litigation Services

69 Lawsuits Filed  
62 Lawsuits Disposed



## Tax Sales

13 Properties Set for Sale

**\$833,934  
Collected**

July 2017 Delinquent Tax Turnover (All Years): 1,267 accounts for \$3,187,908

## Cost-Free Program to City of Lancaster

Linebarger attorney fees are legal statutory “add-on” paid by delinquent taxpayers

# Municipal Court Fines & Fees Collection Activities

**NOVEMBER 2016 – OCTOBER 2017**



## Collection Notices

37,924  
Letters & Postcards Mailed



## Telephone Activity

40,119  
Inbound/Outbound



## Skip-Tracing

123,348 Inquiries,  
3,637  
Address/Phone Updates



## 2017 Warrant Round-up Collections Period

5,988  
Notices Mailed

**\$1,135,424  
Collected**

**Cost-Free Program to City of Lancaster**

Collection Agency fees are legal “add-on” paid by delinquent defendants

# Outreach Efforts in Action - Warrant Round-up Media Campaign

## 2017 Warrant Round-up Media Campaign

**DALLAS COUNTY**  
**COCKRELL HILL**  
**BALCH SPRINGS**  
**DESOTO**  
**IRVING**  
**LANCASTER**  
**SEAGOVILLE**  
**WYLIE**  
**COLLIN COUNTY**

**TRAFFIC WARRANTS?**  
*¿Multas de Trafico?*  
**CHOOSE CAREFULLY!**  
**1-877-268-6128**  
*Se Habla Español*

1 **ACT NOW**

2



**City of Lancaster, TX**  
**Municipal Court**

**TRAFFIC WARRANTS?**  
*¿Multas de Trafico?*  
**CHOOSE CAREFULLY!**  
**1-877-268-6128**  
*Se Habla Español*

For Tickets Issued by  
**Lancaster, Texas Peace Officers**

**PAY IN PERSON AT:**  
220 W. Main Street  
Lancaster, TX 75146  
Monday - Friday  
Between 8:00 AM and 5:00 PM

**PAY ONLINE AT:**  
[www.lancaster-tx.com](http://www.lancaster-tx.com)

For information on payment arrangements  
call (972) 218-1334

Credit Cards Accepted:  
Visa • MasterCard • American Express • Discover

OR CALL  
**1-877-268-6128**  
*Se Habla Español*

**WARRANT ROUNDUP NOTICE**

MCKINNEY MUNICIPAL COURT HAS A WARRANT FOR YOUR ARREST FOR UNPAID TICKETS. YOU CAN BE ARRESTED AT YOUR HOME, YOUR PLACE OF EMPLOYMENT OR WHERE EVER YOU ARE LOCATED.

WANTED INDIVIDUAL: \_\_\_\_\_

WARRANT OFFICER: \_\_\_\_\_

WE MISSED YOU ON THIS VISIT. TO AVOID OUR RETURN AND PHYSICAL ARREST, CLEAR UP YOUR WARRANTS NOW.

PAY THE FULL AMOUNT ONLINE AT  
[WWW.MCKINNEYTEXAS.ORG/PAYTICKET](http://WWW.MCKINNEYTEXAS.ORG/PAYTICKET)

BY MAIL OR IN PERSON AT  
MCKINNEY MUNICIPAL COURT  
130 S. CHESTNUT STREET  
FOR MORE INFORMATION CALL  
(972) 547-7676.

**AVISO DE REDADA DE ORDENES JUDICIALES**

LA CORTE MUNICIPAL DE MCKINNEY TIENE UNA ORDEN PARA SU ARRESTO POR MULTAS DE TRANSITO NO PAGADAS POR USTED. USTED PUEDE SER ARRESTADO EN SU CASA, SU TRABAJO O DONDE SE ENCUENTRE.

NO LO ENCONTRAMOS EN ESTA VISITA. PARA EVITAR EL REGRESO Y LA DETENCION FISICA, FAVOR DE ACLARAR SUS ORDENES DE ARRESTO Y MULTAS AHORA.

PAGUE LA CANTIDAD COMPLETA EN EL INTERNET EN  
[WWW.MCKINNEYTEXAS.ORG/PAYTICKET](http://WWW.MCKINNEYTEXAS.ORG/PAYTICKET)

POR CORREO O EN PERSONA EN LA CORTE DE MCKINNEY.  
130 S. CHESTNUT STREET.  
PARA OBTENER MÁS INFORMACIÓN, LLAME AL (972) 547-7676.

# IT IS A PRIVILEGE TO SERVE THE CITY OF LANCASTER



## How to Contact us:

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## LANCASTER CITY COUNCIL

### City Council Special Work Session

2.

**Meeting Date:** 12/04/2017

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

**Goal(s):** Quality Development

**Submitted by:** Shane Shepard, Director of Economic Development

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#### **Agenda Caption:**

Receive a presentation from The Retail Coach regarding the progress of the second year's Scope of Work.

#### **Background:**

The City Council, during its 2016 Strategic Planning Session identified a more intentional approach to attract and recruit retailers to the City of Lancaster. In August 2016, the City entered into an agreement with The Retail Coach.

During the first year of the contract some notable efforts were:

- Attended the Retail Live mini-conference in Austin;
- Attended the regional ICSC conference in Dallas;
- Participated in the Developer/Builder Luncheon;
- Attended the annual ICSC/ReCon Conference in Las Vegas

City Council received an update regarding progress from year one at the June 19, 2017 Work Session. As research indicated that a successful recruitment strategy takes a minimum of 18-24 months, the City Council renewed The Retail Coach contract on July 10, 2017 to further develop a retail recruitment strategy for the City of Lancaster.

The City received a presentation from the Retail Coach on the following dates below: July 17, 2016 Work Session; August 8, 2016 Regular Meeting (entered into an agreement); December 19, 2016 Work Session, June 19, 2017 Work Session and July 10, 2017 Regular Meeting (renewed agreement for a second year).

The Retail Coach will make a presentation to City Council.

#### **Attachments**

FY 2017/2018 Retail Coach Report

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### **2017/2018 Reports**

Our team is in the process of completing the 2017 data reports laid out in the year 2 contract. These reports will be complete by the Council Meeting on December 4<sup>th</sup> and will be provided in a link to access these reports. The data is only updated once a year and that update is taking place now.

### **Trade Shows**

The TRC Team and Lancaster Team have attended and represented Lancaster at the following conferences in the last few months:

- **Retail Live** – Austin – August 2017
- **ICSC Deal Making** – Dallas – November 2017

### **Developer/Broker Recruitment**

We have consistently reached out to a list of 50+ developers/brokers that are active in the region. We have had three developers show interest (MIMCO, Action Properties, and Vision Commercial). In my opinion, we need to nurture these relationships as much as possible, as they all focus on the redevelopment side of the business.

Some of the responses we have heard back from other developers is, the incomes are too low in Lancaster or they feel like they cover the area already with stores in Waxahachie and Cedar Hill.

All of this being said, redevelopment still has to be the focus for Lancaster, now and into the future, due to the high amount of existing retail space.

**TheRetailCoach®**

## **Retailer Recruitment**

From the retailer standpoint, we have reached out to 40+ retailers.

Here is a sampling of comments from different types of retailers:

### **Sporting Goods Store (1 Total):**

- They aren't expanding rapidly at the moment and this isn't a high priority market for them right now.

### **Clothing Retailers (15 Total):**

- They are not expanding at the moment.
- They are filing for bankruptcy and have no plans to open stores in the near future.
- They have a new model and need 250,000 in the retail trade area. The new model also call for higher median income that Lancaster falls short of.
- This is the discount brand of Beall's and they are looking at Lancaster. Sites have been provided by the TRC and Lancaster Team.

### **General Merchandise (5 Total):**

- They are not interested in the market. They need complementary co-tenancy (Target, Marshalls, etc.) and that doesn't exist for them right now in Lancaster.

### **Restaurants (20 Total):**

- They are represented by Roger Smeltzer at Vision Commercial and he has talked to the franchise for them, but Lancaster isn't a focus for them at the moment.
- They had interest, but after looking further. They have decided the incomes are too low for them to consider Lancaster.
- They have no interest at this time, but have asked us to please check back in the future.
- They have decided on a different community in the immediate area.
- They are in need of a franchise operator.

**TheRetailCoach®**

### **Recommendations For Moving Forward**

- Several developers and site selectors have visited Lancaster in the last few months at our request. Sub-standard properties and community development issues (causing a negative perception) have led to a lack of follow-up by these developers and site selectors.
- Continue to recruit and stay in front of retailers and developers on a weekly basis.
- The negative perception of Lancaster still persists. A total re-brand is needed to help change these perceptions.
- Focus on enforcing codes on both residential and commercial properties that are sub-standard. Consider a long term plan that will make sure this stays a focus moving forward.
- Continue to beef up the workforce/daytime population in the community. Additional population in these categories will help in the recruitment process, especially with restaurants.

## LANCASTER CITY COUNCIL

### City Council Special Work Session

3.

**Meeting Date:** 12/04/2017

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

**Goal(s):** Quality Development

**Submitted by:** Rona Stringfellow, Assistant City Manager

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#### **Agenda Caption:**

Receive a presentation from GSBS regarding design and development City Hall.

#### **Background:**

City Council Goals and Objectives identified design and development of a new City Hall as a strategic objective. GSBS Architects made a presentation to Council in June 2017 regarding their approach to City Hall design. City Council requested a tour of similar sized projects and downtown developments.

On Friday November 3, 2017, Council toured Kaufman, Grapevine and Southlake City Halls as well as the Tarrant County Northeast Courthouse. The tour was an opportunity for Council to gather ideas on current trends as well as designs for sustainable, public and community facilities located within historic downtown.

GSBS Architects has compiled the feedback. Council will receive a presentation regarding next steps in the design and development process.

## LANCASTER CITY COUNCIL

### City Council Special Work Session

4.

**Meeting Date:** 12/04/2017

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

**Goal(s):** Sound Infrastructure  
Quality Development

**Submitted by:** Opal Mauldin-Jones, City Manager

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### **Agenda Caption:**

Discuss the City of Lancaster adopting a Facility/Building & Park land Naming Policy or Ordinance.

### **Background:**

As prescribed in the City Council rules and procedures as amended September 2016, Section D. City Council Agenda Process, Subsection 1.b., Mayor Marcus E. Knight requested that an item be placed on the agenda for the purpose of Council discussing a Facility/Building & Park land Naming Policy or Ordinance.

### **Research Analysis**

Staff contacted our survey cities and received the following information:

The Cities of DeSoto, Grand Prairie & The Colony do not have a policy or ordinance in place at this time.

### **City of Coppel, Texas adopted Ordinance No. 2017-1460:**

#### **Sec. 9-11-10. - Guidelines for naming park lands and facilities.**

Park names should be familiar to the majority of citizens, easy to recall, unique and lasting. The following guidelines are listed in order of importance:

#### **A. Park lands shall be named:**

1. By outstanding and/or predominate physical characteristics of the land such as:
  - a. Streams, rivers, lakes and creeks;
  - b. Landmark significance;
  - c. Historical significance;
  - d. Street name identity.
2. In honor of a deceased community leader.
3. In honor of a deceased national or state leader.
4. Based on the activity, event, or function of the park

#### **B. If a name is applied to park facilities such as recreational buildings, swimming pools, sports fields, and play structures, those shall be named either:**

1. By identification with the park in which it lies; or
2. In honor of an individual or group when contributions of 50 percent or more of the total cost of

the facilities are donated to the City of Coppell.

**City of North Richland Hills, Texas adopted Ordinance No. 2517: (Not a survey city)**

**The naming of City facilities shall be governed by the guidelines contained in this Ordinance.**

3. A Naming-Board of the City Council is hereby created for the purpose of bringing recommendations to the City Council for the naming of City facilities which include parks, buildings, streets and other publicly owned facilities. Such Board shall consist of three council members who shall be appointed annually on or before November 1st to serve one year terms. The appointment shall be made by the Mayor subject to City Council approval. It shall be the duty of this Board to receive and screen information presented to it which relates to the naming of a City facility. Anyone wishing to submit a name for consideration by the Board shall submit same to the City Secretary who, in turn, shall keep a record thereof and submit each name to the Board for consideration. The Board shall make a recommendation to the City Council. If a Park and Recreation Department facility is to be named, the Board shall request of the Park and Recreation Board its input prior to submission of a recommendation by the Naming Board to the Council. The City Council shall take action to accept or reject the Board's recommendation.
4. The following guidelines shall be followed in arriving at a name for a City facility:
  - a. When giving a name to a facility in honor of a person, living or dead, that must have made a significant contribution to the community or must have outstanding community leader.
  - b. If the Board, or Council, is considering the name of a deceased person, ninety days must have elapsed since that person's date of death.
  - c. No more than one City facility shall be named after anyone person. A name may be repeated only for purposes of being added to a ring of honor.
  - d. The Board shall, as part of its duties, do a background search on any person it recommends and shall ascertain affirmatively that the person's name is appropriate for the naming of the subject facility.
  - e. Renaming of a public facility which has been named after an individual is prohibited.
  - f. Names considered which do not meet these guidelines may only be selected, if approved by at least three-fourths vote of the council.

**City of Rockwall, Texas adopted the policy of:**

**Park, Recreation, and Municipal Facilities Naming Policy.**

**Purpose: To establish procedures and guidelines for the naming of park sites and recreation facilities.**

**Procedure for naming park lands and facilities:**

- A. The Park Board shall act as a committee that will be responsible for recommending a name for park land and recreation facilities.
- B. The Park Board shall be responsible for research, study, and recommendation of a proposed name to the City Council. Recommendations, including rationale for the recommendations shall be submitted to the City Council in writing.
- C. The Park Board may solicit and use public input during the formation of such recommendations.
- D. The Park Board may form a Subcommittee to make recommendations to the full Park Board, if desired.
- E. The Subcommittee shall not contact any individual(s) whose names are under consideration.

It shall also keep strictly confidential all information it has received or discussed, and any recommendation(s) it makes until such decision is taken to the entire Park Board for discussion and action.

- F. The City Council shall approve by resolution or disapprove the name recommended by the Park Board.
  - 1. If the recommendation(s) is disapproved by the City Council, then the matter may be referred back to the Park Board for further action.
- G. Park lands and facilities shall be named at the earliest possible and most appropriate date.
- H. The Park Board may be notified of the need to name a park or facility by the City Council, City Manager, or Director of Parks and Recreation.
- I. The Park Board must approve the recommendation by a simple majority of the members present.

**Guidelines for naming park land and facilities:**

- A. Park names shall be easy to recall, unique and lasting.
- B. Park lands shall be named:
  - 1. By outstanding and/or predominate physical characteristics of the land, such as:
    - a. Streams, rivers, lakes, and creeks
    - b. Landmark significance
    - c. Historical significance
    - d. Street or subdivision name identity
  - 2. In honor of a living or deceased community leader
  - 3. In honor of a living or deceased national or state leader
  - 4. Based on the activity, event, or function of the park
- C. Sections of a park or facility, such as recreational buildings, swimming pools, sports fields, and play structures, etc., may be given a name which is different from that of the overall park or facility. The procedure for naming such a section shall be the same as for naming an entire park or facility.
- D. When appropriate, parks or facilities may be renamed. The procedure for doing so shall be the same as for originally naming a park or facility.
- E. Once a name has been established, the Director of Parks and Recreation will be responsible for the installation of appropriate signage and markers.

**Municipal Facility Naming Policy:**

**Purpose: To establish procedures and guidelines for the naming of city facilities. Procedure for naming city facilities:**

- A. A City Council Subcommittee will be formed and be responsible for recommending a name for city facilities to the entire City Council for consideration.
- B. The Subcommittee shall be responsible for research, study, and recommendation of a proposed name to the City Council. Recommendations, including rationale for the recommendations shall be submitted to the entire City Council in writing.

- C. The Subcommittee may solicit and use public input during the formation of such recommendations.
- D. The Subcommittee may also solicit and use input from City Staff during the formation of such recommendations.
- E. The City Council shall approve by resolution or disapprove the name recommended by the Subcommittee.
  - 1. If the recommendation(s) is disapproved by the City Council, then the matter may be referred back to the Subcommittee for further action.
- F. City facilities shall be named at the earliest possible and most appropriate date.
- G. The Subcommittee must approve the recommendation by a simple majority.

**Guidelines for naming city facilities:**

- A. Facilities such as a City Hall, Municipal Court, Police Station, Fire Station, Municipal Service Center, etc. shall include the name for the function that they serve to the public in order to prevent confusion and misrepresentation of the facility's mission (such as Ralph Hall Municipal Airport or Benny Gracy Memorial Fire Station).
- B. The Subcommittee may recommend that the facility may be dedicated in honor of an individual in lieu of naming.
- C. City facility names shall be familiar to the majority of citizens, easy to recall, and unique and lasting.
- D. Facilities may not be named for members of the City's staff, boards and commissions, city council, or any other official or employee (elected or otherwise) concerned with the functions and/or control of the City of Rockwall, for so long as such relationship exists.
- E. Nothing herein shall be construed to require the City Council to name every facility.
- F. City facilities shall be named:
  - 1. In honor of a living or deceased community leader
  - 2. In honor of a living or deceased national or state leader
  - 3. Based on the activity, event, or function of the facility
  - 4. With consideration of landmark or historical significance
- G. Individual rooms, such as a conference rooms, etc., may be given a name which is different from that of the overall facility. The procedure for naming such a room shall be the same as for naming an entire facility.
- H. When appropriate, facilities may be renamed. The procedure for doing so shall be the same as for originally naming a facility.
- I. The Subcommittee shall not contact any individuals whose names are under consideration. It shall also keep strictly confidential all information it has received or discussed, and any recommendation(s) it makes until such decision is taken to the entire City Council for discussion and action.
- J. Once a name has been established, the Facilities Management Department will be responsible for the installation of appropriate signage and markers.

**City of Rowlett, Texas adopted Resolution No. 04-15-03D:**

**Section 1: That city parks be named according to the procedures and guidelines developed in the Park and Recreation Naming Policy, specifically:**

**Park and Recreation Facilities Naming Policy:**

**Purpose: To establish procedures and guidelines for the naming of park sites and recreation facilities.**

**Procedure for naming park lands and facilities:**

- A. The Parks and Recreation Board shall be responsible for recommending a name for park land and recreation facilities.
- B. The Parks and Recreation Board shall be responsible for research, study, and recommendation of a proposed name to the City Council. Recommendations, including rationale for the recommendations shall be submitted to the City Council in writing.
- C. The Parks and Recreation Board may, at its discretion, solicit and use public input during the formation of such recommendations.
- D. The Parks and Recreation Board may form a Subcommittee to make recommendations to the full Parks and Recreation Board if desired.
- E. The Subcommittee shall not contact any individual(s) whose names are under consideration. It shall also keep confidential all information it has received or discussed, and any recommendations(s) it makes until such decision is taken to the entire Parks and Recreation Board for discussion and action.
- F. The City Council may approve by resolution or disapprove the recommendation by the Parks and Recreation Board:
  - 1. If the recommendation(s) is not approved, then the City Council may refer the matter to the Parks and Recreation Board or take further action as it deems necessary.
- G. The Parks and Recreation Board may be notified of the need to name a park or facility by the City Council.
- H. The Parks and Recreation Board shall by motion approve the recommendation by a simple majority of the members present.

**Guidelines for naming park land and facilities:**

- A. Park lands should be named by:
  - 1. A natural feature or features
  - 2. Memorials in honor of:
    - a. A deceased community leader
    - b. A living or deceased national or state leader
  - 3. Historical sites or events
  - 4. Geographical locations
  - 5. Donations of parkland
  - 6. Contractual Stipulation
  - 7. Corporate Sponsorships
  - 8. Recreations/Sports Activities
  - 9. Landmark significance

- B. Sections of a park or facility, such as recreational buildings, swimming pools, sports fields, and play structures, etc., maybe given a name which is different from that of the overall park or facility. The procedure for naming such a section shall be the same as for naming an entire park or facility.
- C. When appropriate, parks or facilities may be renamed. The procedure for doing so shall be the same as for originally naming a park or facility.
- D. Once a name has been established, the City Manager or City Manager's designee will be responsible for the installation of appropriate signage and markers.

**Section 2: That this resolution shall take effect immediately from and upon its adoption.**

**Lancaster ISD adopted a guideline:**

**Guidelines: The following guidelines shall be used in the naming of school buildings or other facilities in the District:**

1. Facilities may be named for persons who have served in the District or community, especially in service to children.
2. Facilities may be named for any local, state, or national heroic figure.
3. Nominees will have made significant contributions to society and/or education, and the nominee's name will lend prestige and status to an institution of learning.
4. Facilities may be named for local residential or geographic areas or state or national landmarks.
5. Facilities to be named shall be separate structures or campuses and identifiable existing facilities.
6. Campuses or facilities shall not be fragmented by renaming portions of campuses or structures.

**Recommendation process:** The Board may request that the Superintendent solicit names from an ad hoc committee not more than one year before the projected opening of a new facility.

**The ad hoc committee shall be composed of the following representatives from each campus:**

1. Two campus employees who reside within the District.
2. Two community representatives who reside within the District.
3. Two student representatives who will attend the facility.
4. Two members appointed by the Superintendent.

The committee shall submit to the Board, in a timely manner prescribed by the Board, three recommended names for each campus or facility to be named.

If the Board finds none of the names acceptable, the committee shall reconvene and present three alternate names.

**Extenuating Circumstances:** In certain extenuating circumstances, the Superintendent may recommend names to the Board outside of the naming process.

**Board Decision:** The responsibility for the final decision in the naming of all facilities rests with the Board. The Board shall not be influenced by favoritism or political pressure when making the final

decision in selecting a name. At a regularly scheduled meeting, the Board shall officially select a name from the list of recommendations submitted by the committee for each campus or facility to be named.

**Dedications/Memorials: Dedication of facilities or parts of new or existing facilities in memory of an individual shall follow these guidelines:**

1. Any memorial or similar type of addition, property, or fixture to be erected on or attached to grounds or facilities shall be approved by the Board.
2. The proposal submitted to the Board for dedication of a facility or part of a facility in memory of an individual shall be accompanied by:
  - a. A petition containing the names and signatures of at least 50 District residents who are in favor of the proposal; and
  - b. A plan developed by petitioners outlining all aspects of the memorial, which will include the proposed site to be dedicated, a short history or biographical sketch of the person to be honored, dedication process, any associated cost, and the source of funds to be used.

The following is information from Resolution# 2003-04-27 that was passed on April 28, 2017 through the City of Lancaster, Texas:

**POLICY AND PROCEDURE FOR DEDICATED PARK LAND NAMING:**

**City of Lancaster Parks and Recreation Department**

**NAMING OF DEDICATED PARK LAND**

**Naming of Parks, Trails, Greenbelts and Facilities:**

- a. Park property may be named after streets, geographical locations, ecological features, property funds or historical figures, events, concepts, or local, State or National leaders. Park may also be named for individuals or groups where major donations of land, other exceptional contributions toward the development, maintenance and/or operation of a park or facility have been made by the nominated individual, or group
- b. Parts or areas within a park or recreation facility may be given a name, which is different than the park or building. Such parts or areas may include (but are not to be limited to) gardens, playgrounds, athletic fields, structures, swimming pools and meeting rooms. Names for such facilities shall be established by the same guidelines and procedures applied to parks and buildings.
- c. Names for new parks shall typically be established within 90 days from the date of land acquisition or at the earliest possible time. The name of new facilities shall be established prior to the completion of construction. Names for parts or areas of parks and facilities may be established at any time.
- d. The Chairman of the Park Board shall name a committee that will be responsible for recommending a name for all park lands and facilities to the Board.
- e. The committee shall be responsible for research, study, and recommendation of a proposed name to the Board. Rationale for the selection of the recommended name shall be given in writing. Any recommendation which involves the name of a person shall include the following:
  1. A biographical or informational sketch; Rationale supporting the nomination;
  2. The names(s) of the person(s) or supporting group(s) responsible for the nomination.

- f. The Park Board shall approve or disapprove of the name recommended by the committee.
- g. If the committee's recommendation is, disapproved by the Board, then the matter may be referred back to the committee for further action.
- h. All recommended names for such facilities must be approved by a majority vote of the members of the Park Board.
- i. Upon approval, the recommended name shall be forwarded to the City Council for their consideration and final decision.

City Council has received requests from citizens regarding consideration of naming Municipal facilities after former elected officials and City employees.

**Attachments**

City of Coppell Naming Park Lands & Facilities Ordinance No. 2017-1460

City of North Richland Hills Naming Facilities Ordinance No. 2517

City of Rockwall Naming Facilities-Parks Policy

City of Rowlett Naming Parks & Facilities Resolution No. 04-15-03D

Lancaster Independent School District Naming Facilities Policy No. 057913

City of Lancaster, Texas Park Land Naming Resolution# 2003-04-27

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Sec. 9-11-9. - Procedures for naming park lands and facilities.

- A. The chairman of the park board shall name a committee that will be responsible for recommending a name for park lands and facilities to the park board.
- B. The committee shall be responsible for research, study and recommendation of a proposed name to the park board. Rationale for the selection of the recommended name shall be given in writing.
- C. The park board shall approve or disapprove the name recommended by the committee:
  - 1. If the committee's recommendation is disapproved by the park board, then the matter may be referred back to the committee for further action.
  - 2. If approved, the recommended name will be forwarded to the city council for their consideration and approval.
- D. Park lands and facilities shall be named within 60 days after acquisition, construction completion, or at the earliest possible date.

(Ord. No. 2017-1460, § 1, 2-28-17)

Sec. 9-11-10. - Guidelines for naming park lands and facilities.

Park names should be familiar to the majority of citizens, easy to recall, unique and lasting. The following guidelines are listed in order of importance:

- A. Park lands shall be named:
  - 1. By outstanding and/or predominate physical characteristics of the land such as:
    - a. Streams, rivers, lakes and creeks;
    - b. Landmark significance;
    - c. Historical significance;
    - d. Street name identity.
  - 2. In honor of a deceased community leader.
  - 3. In honor of a deceased national or state leader.
  - 4. Based on the activity, event, or function of the park.
- B. If a name is applied to park facilities such as recreational buildings, swimming pools, sports fields, and play structures, those shall be named either:
  - 1. By identification with the park in which it lies; or
  - 2. In honor of an individual or group when contributions of 50 percent or more of the total cost of the facilities are donated to the City of Coppell.

(Ord. No. 2017-1460, § 1, 2-28-17)

## ORDINANCE NO. 2517

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NORTH RICHLAND HILLS, TEXAS, that:

1.

Ordinance No. 1866 be, and is hereby repealed.

2.

The naming of City facilities shall be governed by the guidelines contained in this Ordinance.

3.

A Naming-Board of the City Council is hereby created for the purpose of bringing recommendations to the City Council for the naming of City facilities which include parks, buildings, streets and other publicly owned facilities. Such Board shall consist of three council members who shall be appointed annually on or before November 1st to serve one year terms. The appointment shall be made by the Mayor subject to City Council approval. It shall be the duty of this Board to receive and screen information presented to it which relates to the naming of a City facility. Any one wishing to submit a name for consideration by the Board shall submit same to the City Secretary who, in turn, shall keep a record thereof and submit each name to the Board for consideration. The Board shall make a recommendation to the City Council. If a Park and Recreation Department facility is to be named, the Board shall request of the Park and Recreation Board its input prior to submission of a recommendation by the Naming Board to the Council. The City Council shall take action to accept or reject the Board's recommendation.

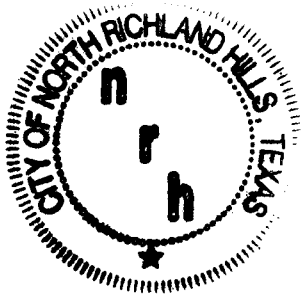
4.

The following guidelines shall be followed in arriving at a name for a City facility:

- a. When giving a name to a facility in honor of a person, living or dead, that person must have made a significant contribution to the community or must have been an outstanding community leader.
- b. If the Board, or Council, is considering the name of a deceased person, ninety days must have elapsed since that person's date of death.
- c. No more than one City facility shall be named after any one person. A name may be repeated only for purposes of being added to a ring of honor.

- d. The Board shall, as part of its duties, do a background search on any person it recommends and shall ascertain affirmatively that the person's name is appropriate for the naming of the subject facility.
- e. Renaming of a public facility which has been named after an individual is prohibited.
- f. Names considered which do not meet these guidelines may only be selected, if approved by at least three-fourths vote of the council.

PASSED AND APPROVED this 25th day of September, 2000.



ATTEST:

Patricia Hutson  
Patricia Hutson, City Secretary

APPROVED:

Charles Scoma  
Charles Scoma, Mayor

APPROVED AS TO FORM AND LEGALITY:

Rex McEntire  
Rex McEntire, City Attorney

APPROVED AS TO CONTENT:

Greg Vick  
Greg Vick, Managing Director of Community Services

## **Park, Recreation, and Municipal Facilities Naming Policy**

Purpose: To establish procedures and guidelines for the naming of park sites and recreation facilities.

### **Procedure for naming park lands and facilities**

- A. The Park Board shall act as a committee that will be responsible for recommending a name for park land and recreation facilities.
- B. The Park Board shall be responsible for research, study, and recommendation of a proposed name to the City Council. Recommendations, including rationale for the recommendations shall be submitted to the City Council in writing.
- C. The Park Board may solicit and use public input during the formation of such recommendations.
- D. The Park Board may form a Subcommittee to make recommendations to the full Park Board if desired.
- E. The Subcommittee shall not contact any individual(s) whose names are under consideration. It shall also keep strictly confidential all information it has received or discussed, and any recommendation(s) it makes until such decision is taken to the entire Park Board for discussion and action.
- F. The City Council shall approve by resolution or disapprove the name recommended by the Park Board.
  - 1. If the recommendation(s) is disapproved by the City Council, then the matter may be referred back to the Park Board for further action.
- G. Park lands and facilities shall be named at the earliest possible and most appropriate date.
- H. The Park Board may be notified of the need to name a park or facility by the City Council, City Manager, or Director of Parks and Recreation.
- I. The Park Board must approve the recommendation by a simple majority of the members present.

### **Guidelines for naming park land and facilities.**

- A. Park names shall be easy to recall, unique and lasting.

- B. Park lands shall be named:
1. By outstanding and/or predominate physical characteristics of the land, such as:
    - a. streams, rivers, lakes, and creeks
    - b. Landmark significance
    - c. Historical significance
    - d. Street or subdivision name identity
  2. In honor of a living or deceased community leader
  3. In honor of a living or deceased national or state leader
  4. Based on the activity, event, or function of the park
- C. Sections of a park or facility, such as recreational buildings, swimming pools, sports fields, and play structures, etc., may be given a name which is different from that of the overall park or facility. The procedure for naming such a section shall be the same as for naming an entire park or facility.
- D. When appropriate, parks or facilities may be renamed. The procedure for doing so shall be the same as for originally naming a park or facility.
- E. Once a name has been established, the Director of Parks and Recreation will be responsible for the installation of appropriate signage and markers.

### **Municipal Facility Naming Policy**

Purpose: To establish procedures and guidelines for the naming of city facilities.

#### **Procedure for naming city facilities**

- A. A City Council Subcommittee will be formed and be responsible for recommending a name for city facilities to the entire City Council for consideration.
- B. The Subcommittee shall be responsible for research, study, and recommendation of a proposed name to the City Council. Recommendations, including rationale for the recommendations shall be submitted to the entire City Council in writing.
- C. The Subcommittee may solicit and use public input during the formation of such recommendations.
- D. The Subcommittee may also solicit and use input from City Staff during the formation of such recommendations.

- E. The City Council shall approve by resolution or disapprove the name recommended by the Subcommittee.
  - 1. If the recommendation(s) is disapproved by the City Council, then the matter may be referred back to the Subcommittee for further action.
- F. City facilities shall be named at the earliest possible and most appropriate date.
- G. The Subcommittee must approve the recommendation by a simple majority.

**Guidelines for naming city facilities.**

- A. Facilities such as a City Hall, Municipal Court, Police Station, Fire Station, Municipal Service Center, etc. shall include the name for the function that they serve to the public in order to prevent confusion and misrepresentation of the facility's mission (such as Ralph Hall Municipal Airport or Benny Gracy Memorial Fire Station).
- B. The Subcommittee may recommend that the facility may be dedicated in honor of an individual in lieu of naming.
- C. City facility names shall be familiar to the majority of citizens, easy to recall, and unique and lasting.
- D. Facilities may not be named for members of the City's staff, boards and commissions, city council, or any other official or employee (elected or otherwise) concerned with the functions and/or control of the City of Rockwall, for so long as such relationship exists.
- E. Nothing herein shall be construed to require the City Council to name every facility.
- F. City facilities shall be named:
  - 1. In honor of a living or deceased community leader
  - 2. In honor of a living or deceased national or state leader
  - 3. Based on the activity, event, or function of the facility
  - 4. With consideration of landmark or historical significance
- G. Individual rooms, such as a conference rooms, etc., may be given a name which is different from that of the overall facility. The procedure for naming such a room shall be the same as for naming an entire facility.

- H. When appropriate, facilities may be renamed. The procedure for doing so shall be the same as for originally naming a facility.
- I. The Subcommittee shall not contact any individuals whose names are under consideration. It shall also keep strictly confidential all information it has received or discussed, and any recommendation(s) it makes until such decision is taken to the entire City Council for discussion and action.
- J. Once a name has been established, the Facilities Management Department will be responsible for the installation of appropriate signage and markers.

**CITY OF ROWLETT, TEXAS**

**RESOLUTION NO. 04-15-03D**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, ADOPTING A POLICY FOR THE NAMING OF CITY PARKS.**

**WHEREAS**, it is necessary to provide a guideline for the naming of city parks; and,

**WHEREAS**, the City Council of the City of Rowlett, Texas desires to establish such a policy;

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

**Section 1:** That city parks be named according to the procedures and guidelines developed in the Park and Recreation Naming Policy, specifically:

**Park and Recreation Facilities Naming Policy**

Purpose: To establish procedures and guidelines for the naming of park sites and recreation facilities.

**Procedure for naming park lands and facilities**

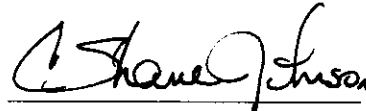
- A. The Parks and Recreation Board shall be responsible for recommending a name for park land and recreation facilities.
- B. The Parks and Recreation Board shall be responsible for research, study, and recommendation of a proposed name to the City Council. Recommendations, including rationale for the recommendations shall be submitted to the City Council in writing.
- C. The Parks and Recreation Board may, at its discretion, solicit and use public input during the formation of such recommendations.
- D. The Parks and Recreation Board may form a Subcommittee to make recommendations to the full Parks and Recreation Board if desired.
- E. The Subcommittee shall not contact any individual(s) whose names are under consideration. It shall also keep confidential all information it has received or discussed, and any recommendation(s) it makes until such decision is taken to the entire Parks and Recreation Board for discussion and action.
- F. The City Council may approve by resolution or disapprove the recommendation by the Parks and Recreation Board.
  - I. If the recommendation(s) is not approved, then the City Council may be refer the matter to the Parks and Recreation Board or take further action as it deems necessary.
- G. The Parks and Recreation Board may be notified of the need to name a park or facility by the City Council.
- H. The Parks and Recreation Board shall by motion approve the recommendation by a simple majority of the members present.

**Guidelines for naming park land and facilities.**

- A. Park lands should be named by:
- 1) A natural feature or features
  - 2) Memorials in honor of:
    - a) A deceased community leader
    - b) A living or deceased national or state leader
  - 3) Historical sites or events
  - 4) Geographical locations
  - 5) Donations of parkland
  - 6) Contractual Stipulation
  - 7) Corporate Sponsorships
  - 8) Recreations/Sports Activities
  - 9) Landmark significance
- B. Sections of a park or facility, such as recreational buildings, swimming pools, sports fields, and play structures, etc., may be given a name which is different from that of the overall park or facility. The procedure for naming such a section shall be the same as for naming an entire park or facility.
- C. When appropriate, parks or facilities may be renamed. The procedure for doing so shall be the same as for originally naming a park or facility.
- D. Once a name has been established, the City Manager or City Manager's designee will be responsible for the installation of appropriate signage and markers.

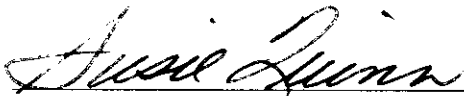
**Section 2:** That this resolution shall take effect immediately from and upon its adoption.

PASSED AND APPROVED by the City Council of the City of Rowlett, Texas on the 15th day of April, 2003.



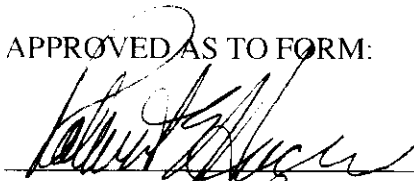
C. Shane Johnson, Mayor  
City of Rowlett, Texas

ATTEST:



Susie Quinn, City Secretary  
City of Rowlett, Texas

APPROVED AS TO FORM:



Robert Hager, City Attorney  
City of Rowlett, Texas



## NAMING FACILITIES

CW  
(LOCAL)

### GUIDELINES

The following guidelines shall be used in the naming of school buildings or other facilities in the District:

1. Facilities may be named for persons who have served in the District or community, especially in service to children.
2. Facilities may be named for any local, state, or national heroic figure.
3. Nominees will have made significant contributions to society and/or education, and the nominee's name will lend prestige and status to an institution of learning.
4. Facilities may be named for local residential or geographic areas or state or national landmarks.
5. Facilities to be named shall be separate structures or campuses and identifiable existing facilities.
6. Campuses or facilities shall not be fragmented by renaming portions of campuses or structures.

### RECOMMENDATION PROCESS

The Board may request that the Superintendent solicit names from an ad hoc committee not more than one year before the projected opening of a new facility.

The ad hoc committee shall be composed of the following representatives from each campus:

1. Two campus employees who reside within the District.
2. Two community representatives who reside within the District.
3. Two student representatives who will attend the facility.
4. Two members appointed by the Superintendent.

The committee shall submit to the Board, in a timely manner prescribed by the Board, three recommended names for each campus or facility to be named.

If the Board finds none of the names acceptable, the committee shall reconvene and present three alternate names.

### EXTENUATING CIRCUMSTANCES

In certain extenuating circumstances, the Superintendent may recommend names to the Board outside of the naming process.

### BOARD DECISION

The responsibility for the final decision in the naming of all facilities rests with the Board. The Board shall not be influenced by favoritism or political pressure when making the final decision in selecting a name. At a regularly scheduled meeting, the Board shall officially select a name from the list of recommendations submitted by the committee for each campus or facility to be named.

NAMING FACILITIES

CW  
(LOCAL)

DEDICATIONS /  
MEMORIALS

Dedication of facilities or parts of new or existing facilities in memory of an individual shall follow these guidelines:

1. Any memorial or similar type of addition, property, or fixture to be erected on or attached to grounds or facilities shall be approved by the Board.
2. The proposal submitted to the Board for dedication of a facility or part of a facility in memory of an individual shall be accompanied by:
  - a. A petition containing the names and signatures of at least 50 District residents who are in favor of the proposal; and
  - b. A plan developed by petitioners outlining all aspects of the memorial, which will include the proposed site to be dedicated, a short history or biographical sketch of the person to be honored, the dedication process, any associated cost, and the source of funds to be used.

Haley

**A RESOLUTION OF THE CITY OF LANCASTER, TEXAS**

**RESOLUTION NO. 2008-04-27(2)**

**A RESOLUTION OF THE CITY OF LANCASTER, TEXAS, APPROVING A POLICY AND PROCEEDURE FOR THE NAMING OF DEDICATED PARK LAND; PROVIDING FOR THE REPEAL OF ANY AND ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** The Mayor and City Council of the City of Lancaster desire to implement a policy and procedure for the official naming of dedicated park land;

**WHEREAS,** The City of Lancaster, has appointed a Parks and Recreation Board for the purposes of advising the City Council on matters related to the provision of Parks and Recreation facilities; and

**WHEREAS,** The City Council desires to provide for an organized process and establish standards by which dedicated park land is named;

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

**SECTION 1.** That the City Council, by approving the attached terms and conditions, incorporated herein as the Park Naming Policy and Procedure, authorizes the Parks and Recreation Board to implement and follow the attached policy.

**SECTION 2.** All resolutions of the City of Lancaster heretofore adopted which are in conflict with the provisions of this resolution be, and the same are hereby repealed, and all resolutions of the City of Lancaster not in conflict with the provisions hereof shall remain in full force and effect.

**SECTION 3.** If any article, paragraph, subdivision, clause or provision of this resolution, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such judgment or holding shall not affect the validity of this resolution as a whole or any part or provision thereof, as amended hereby, other than the part so declared to be invalid or unconstitutional.

**SECTION 4.** This resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

**DULY ORDERED** by the City Council of the City of Lancaster, Texas, this the 28<sup>th</sup> day of April, 2003.



**APPROVED:**

  
JOE TILLOTSON, MAYOR

**ATTEST:**

  
ASHLEY MITCHEM, CITY SECRETARY

**APPROVED AS TO FORM:**

ROBERT E. HAGER, CITY ATTORNEY

## **POLICY AND PROCEDURE FOR DEDICATED PARK LAND NAMING**

### **City of Lancaster Parks and Recreation Department**

#### **NAMING OF DEDICATED PARK LAND**

##### **Naming of Parks, Trails, Greenbelts and Facilities**

- (a) Park property may be named after streets, geographical locations, ecological features, historical figures, events, concepts, or local, State or National leaders. Park property may also be named for individuals or groups where major donations of land, funds or other exceptional contributions toward the development, maintenance and/or operation of a park or facility have been made by the nominated individual, or group.
- (b) Parts or areas within a park or recreation facility may be given a name, which is different than the park or building. Such parts or areas may include (but are not to be limited to) gardens, playgrounds, athletic fields, structures, swimming pools and meeting rooms. Names for such facilities shall be established by the same guidelines and procedures applied to parks and buildings.
- (c) Names for new parks shall typically be established within 90 days from the date of land acquisition or at the earliest possible time. The name of new facilities shall be established prior to the completion of construction. Names for parts or areas of parks and facilities may be established at any time.
- (d) The Chairman of the Park Board shall name a committee that will be responsible for recommending a name for all park lands and facilities to the Board.
- (e) The committee shall be responsible for research, study, and recommendation of a proposed name to the Board. Rationale for the selection of the recommended name shall be given in writing. Any recommendation which involves the name of a person shall include the following:

  - A biographical or informational sketch;
  - Rationale supporting the nomination;
  - The names(s) of the person(s) or supporting group(s) responsible for the nomination.

(f) The Park Board shall approve or disapprove of the name recommended by the committee.

(g) If the committee's recommendation is disapproved by the Board, then the matter may be referred back to the committee for further action.

(h) All recommended names for such facilities must be approved by a majority vote of the members of the Park Board.

(i) Upon approval, the recommended name shall be forwarded to the City Council for their consideration and final decision.

## LANCASTER CITY COUNCIL

### City Council Special Work Session

5.

**Meeting Date:** 12/04/2017

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

**Goal(s):** Healthy, Safe & Engaged Community

**Submitted by:** Rona Stringfellow, Assistant City Manager

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#### **Agenda Caption:**

Discuss and consider appointments to the Health Advisory Committee.

#### **Background:**

In the 2017-2018 City Council Goals and Objectives, Council identified the development of an expanded community health initiative for completion. According to the City Council Goals and Objectives full report, a successful health initiative will "improve documented health disparity outcomes".

At the Monday, November 6, 2017 Work Session, council received a presentation regarding the City of Lancaster Health Priorities from Dr. Cynthia Mickens Ross, Chairwoman of the Best Southwest Partnership Health Care Committee. The committee conducted a study to identify resources, priorities and potential solutions for cities within the partnership. The study was prepared by a collaboration of experts including Parkland Memorial Hospital. Following the presentation, staff provided additional feedback on strategic planning and events given the data and expressed the need to establish a Health Advisory Committee. Each council member was asked to recommend 3 citizens to a Health Advisory Committee. Staff is seeking recommendations for the committee.

The committee will serve a vital role in furthering identified City Council Goals and Objectives, an expanded community health initiative for completion. The committee will provide feedback to the City of Lancaster liaison to the Best Southwest Partnership Health Care Committee. The committee will also help in upcoming programming, such as the It's Time Texas Community Challenge. The challenge empowers Texans to lead healthier lives and build healthier communities. The It's Time Texas Community Challenge is quickly approaching; it runs January 8, 2018 – March 4, 2018. The most successful communities will unite at all levels—city councils, schools, businesses, community organizations, faith-based organizations, and individuals. It is imperative that the committee is established in order to facilitate a competitive entry in the 2018 It's Time Texas Community Challenge.

## LANCASTER CITY COUNCIL

### City Council Special Work Session

6.

**Meeting Date:** 12/04/2017

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

**Goal(s):** Financially Sound Government  
Quality Development

**Submitted by:** Opal Mauldin-Jones, City Manager

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#### **Agenda Caption:**

Discuss the Lancaster Code of Ordinance 2013-07-06, Chapter 8, Article 8.17 "Hotel/Motel Property Regulations".

#### **Background:**

As prescribed in the City Council rules and procedures as amended September 2016, Section D. City Council Agenda Process, Subsection 1.b., Councilmember Carol Strain-Burk requested that an item be included on the agenda for the purpose of Council discussing Chapter 8 Article 8.17 of the Code of Ordinances "Hotel/Motel Property Regulations" specifically regarding the definitions of a hotel and extended stay hotel.

According to City of Lancaster Code of Ordinance Number 2013-07-06:

#### **Section. 8.17.001, Definitions**

**Hotel** - An establishment providing, for a fee, sleeping accommodations and customary lodging services for a period not to exceed thirty (30) days, including maid service, the furnishing and upkeep of furniture and bed linens, and telephone and desk service. Related ancillary uses may include but shall not be limited to conference and meeting rooms, restaurants, bars, and recreational facilities.

**Extended stay hotel** - Any building containing six or more guest rooms intended or designed to be used, or which are used, rented, or hired out to be occupied not in excess of thirty (30) days or which are occupied for sleeping purposes for guests and, may contain kitchen facilities for food preparation including but not limited to such facilities as refrigerators and microwaves. Stoves, ovens, and hotplates are permitted only if the structure is equipped with necessary fire prevention equipment.

This item is being brought to Council for discussion and consideration.

#### **Attachments**

Ordinance Number 2013-07-06  
Comprehensive Plan Excerpt  
Hotel Property Standards  
Land Use Chart  
Survey Cities of Residence Hotels

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**ORDINANCE NO. 2013-07-06**

**AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, AMENDING CHAPTER 8 OF THE LANCASTER CODE OF ORDINANCES, TO ADOPT ARTICLE 8.17, SECTIONS 8.17.001 THROUGH 8.17.045, "HOTEL/MOTEL PROPERTY REGULATIONS"; BY PROVIDING FOR DEFINITIONS; PROVIDING THE POWERS AND DUTIES OF THE BUILDING OFFICIAL AS THE DESIGNATED ADMINISTRATOR; PROVIDING FOR MINIMUM STANDARDS AND FOR THE RESPONSIBILITIES OF THE PROPERTY OWNER/MANAGER; PROVIDING GUEST RESPONSIBILITIES; PROVIDING FOR REPAIR DUTIES; PROVIDING NOTICE REQUIREMENTS; PROVIDING AFFIRMATIVE DEFENSES; PROVIDING FOR A RENTAL AGREEMENT, DISCLOSURES AND ADMINISTRATIVE RESPONSIBILITIES; PROVIDING REQUIREMENTS FOR TRADE NAME REGISTRATION; PROVIDING FOR APPLICATION, PLACE OF BUSINESS, ISSUANCE, RENEWAL AND EXPIRATION OF LICENSE; PROVIDING FOR THE ESTABLISHMENT OF A HOTEL/MOTEL LICENSE FEE; PROVIDING FOR DISPLAY, REPLACEMENT AND TRANSFERABILITY; PROVIDING A PENALTY OF FINE NOT TO EXCEED FIVE HUNDRED DOLLARS (\$500.00); PROVIDING FOR SEVERABILITY; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**SECTION 1.** That Chapter 8 of the Lancaster Code of Ordinances be, and the same is, hereby amended by adopting Article 8.17 as "HOTEL/MOTEL PROPERTY REGULATIONS", by adopting Sections 8.17.001 through 8.17.045, which shall read as follows:

**"ARTICLE 8.17 HOTEL/MOTEL PROPERTY REGULATIONS**

**Division 1. Generally**

**Sec. 8.17.001 Definitions.**

For the purpose of this ordinance, the following words and phrases shall have the meanings respectively ascribed to them by this section:

**Bathroom.** An enclosed space containing one or more bathtubs, showers or both, and which may also include toilets, lavatories or fixtures serving similar purposes.

**Cooking appliance.** Any device which is used in the preparation of food or drinks, specifically for the purpose of heating food or drinks, including but not limited to stoves, ovens, microwaves, hot plates, electric skillets and electric kettles. This does not include electric coffee pots with a capacity of twelve cups or less.

**Extended Stay Hotel.** Any building containing six or more guest rooms intended or designed to be used, or which are used, rented, or hired out to be occupied not in excess of thirty (30) days or which are occupied for sleeping purposes for guests and, may contain kitchen facilities for food preparation including but not limited to such facilities as refrigerators and microwaves. Stoves, ovens, and hotplates are permitted only if the structure is equipped with necessary fire prevention equipment.

**Floor Space.** The total area of all habitable space

**Guest.** Means any person who occupies a rental unit in a hotel/motel building for living or dwelling purposes on a temporary or transient basis with the Property Owner, Property Manager or Resident Manager's consent.

**Habitable Space.** The space occupied by one or more persons while living, sleeping, eating, and cooking, excluding kitchenettes, bathrooms, toilet rooms, laundries, pantries, dressing rooms, closets, storage spaces, foyers, hallways, utility rooms, mechanical rooms and basements and or recreational rooms.

**Hotel.** An establishment providing, for a fee, sleeping accommodations and customary lodging services for a period not to exceed thirty (30) days, including maid service, the furnishing and upkeep of furniture and bed linens, and telephone and desk service. Related ancillary uses may include but shall not be limited to conference and meeting rooms, restaurants, bars, and recreational facilities.

**Kitchenette.** A space, less than sixty (60) square feet in floor area used for preparation of food. Kitchenettes shall have a clear passageway of not less than 3 feet between counterfronts and appliances or counterfronts and walls. Light and ventilation conforming to code shall be provided.

**Resident Manager.** The owner, property manager and/or resident manager or resident manager of an hotel/motel building or any other person held out by any owner or property manager as the appropriate person who is in control or management of the property, who rents or causes to be rented a rental unit, or the person a guest contacts concerning the rental agreement or hotel/motel building.

**Lender.** Any person who holds a mortgage, deed of trust or any other security interest in the Premises.

**Motel.** A building or group of buildings in which lodging is designed, intended or used primarily for the accommodation of transient guests for compensation, said accommodation not to exceed thirty (30) days, and in which access to and from each

room or unit is through an exterior door. A motel is distinguished from a hotel primarily by reason of providing direct independent access to, and adjoining parking for, each rental unit.

**Owner.** Means a person claiming, or in whom is vested, the ownership dominion or title of real property, including but not limited to:

1. Holder of simple title,
2. Holder of life estate,
3. Holder of a leasehold estate for an initial term of five years or more,
4. The buyer in a contract for deed,
5. A mortgagee, receiver, executor or trusts in control of real property buy not including the holder of a leasehold estate or tenancy for an initial term of less than five (5) years.

**Person.** Includes an individual, corporation, business trust, estate, trust, partnership or association, two (2) or more persons having a joint common interest, or any other legal or commercial entity.

**Plumbing Fixtures.** Include gas pipes, water pipes, toilets, lavatories, sinks, laundry tubs, dishwashers, garbage disposal units, clothes washing machines, catch basins, wash basins, bathtubs, shower baths, sewer pipes, sewage systems, septic tanks, drains, vents, traps, and other fuel burning or connections to pipes.

**Premises.** A lot, plot or parcel of land, including any structure thereon and furthermore including a rental unit, appurtenances thereto, grounds and facilities held out for the use of guests generally and any other area or facility whose use is promised to the guest.

**Property Manager.** A person who for compensation has managing control of real property for owner.

**Rental Unit.** A unit located in a motel, hotel, or extended stay hotel which is rented and used as a guest room or sleeping place by one (1) or by two (2) or more persons, to the exclusion of others, on a temporary or transient basis.

**Residential Group R-1 Occupancy.** Residential occupancies containing sleeping units where the occupants are primarily transient in nature.

**Residential Group R-2 Occupancy.** Residential occupancies containing sleeping units or more than two dwelling units where the occupants are primarily permanent in nature.

**Transient-** Occupancy of a dwelling unit or sleeping unit for not more than 30 days.

**Sec. 8.17.002 Building Official, Power and Duties.**

The building official is hereby designated as the administrator of this ordinance.

In addition to the powers and duties otherwise prescribed for the building official or his designated representative, as administrator of this ordinance, he is required to:

- (1) Administer and enforce all provisions of this ordinance.
- (2) Keep records of all licenses issued.
- (3) Adopt rules and regulations, not inconsistent with the provisions of this ordinance, with respect to the form and content of application for licenses, the investigation of applicants, and other matters incidental or appropriate to his powers and duties as may be necessary for the proper administration and enforcement of the provisions of this ordinance.
- (4) Conduct on his/her initiative, periodic inspections of hotel and motel buildings throughout the city, concerning their compliance with this ordinance.

**Sec. 8.17.004 Minimum Standards; Responsibilities of the Property Owner and Property Manager.**

(a) **Property standards.** The Property Owner and Property Manager of a hotel, motel or extended stay hotel shall:

- (1) Ensure that the property maintains a R-1 occupancy classification and that the length of time for guest accommodations does not exceed thirty (30) days per guest per rental unit. In the event guests are permitted to rent rental units for a period in excess of thirty (30) days the occupancy classification will change to R-2, triggering additional structural requirements under the Building Code.
- (2) Eliminate a hole, excavation, sharp protrusion, and other objects or conditions that exist on the premises and are reasonably capable of causing injury to a person.
- (3) Securely cover or close a well, cesspool or cistern.
- (4) Provide an adequate number of solid waste receptacles or containers on the premises.
- (5) Provide adequate drainage to prevent standing water and flooding on the land.

- (6) Remove dead trees, tree limbs, shrubs and landscaping that are reasonably capable of causing injury to a person.
  - (7) Keep the doors and windows of a vacant unit or vacant portion of an hotel/motel building securely closed to prevent unauthorized entry.
  - (8) Keep all areas of the building, grounds, facilities and appurtenances in a clean and sanitary manner.
  - (9) The Property Owner and Property Manager shall address a resident complaints within the prescribed time listed in section 8.17.007 of this article.
  - (10) All exterior surfaces shall be painted and sealed to prevent rust or rotted materials.
  - (11) There shall not be any cooking appliance other than a microwave used or stored in any rental unit classified as Residential Group R-1 or Residential Group R-2 Occupancy unless the structure is properly equipped with fire prevention equipment required under Lancaster Code of Ordinances, and those codes adopted therein, including but not limited to the International Mechanical Code, the International Electrical Code and the Fire Code.
  - (12) There shall not be more than one living quarters unit per hotel/motel complex or address dedicated for use by the Residential Manager, Property Manager or Property Owner.
- (b) **Structural Standards.** A Property Owner and Property Manager of a hotel, motel, or extended stay hotel shall, in compliance with the appropriate codes of the City:
- (1) Protect the exterior surfaces of a structure which are subject to decay, by application of paint or other coating.
  - (2) Provide and maintain railings for stairs, steps, balconies, porches, and elsewhere as specified in compliance with the established codes in the Lancaster Code of Ordinances.
  - (3) Repair holes, cracks, and defects reasonably capable of causing injury to a person in stairs, porches, steps and balconies.
  - (4) Maintain the property in a weather-tight and water-tight condition.

- (5) Maintain floors, walls, ceilings, and supporting structural members in a sound condition, capable of bearing imposed loads safely.
- (6) Repair or replace chimney flue vent attachments that do not function properly.
- (7) Repair holes, cracks, breaks and loose surface materials that are health or safety hazards in or on floors, walls or ceilings.
- (8) Maintain all interior unit exhaust fans, light fixtures in good working order.
- (9) Maintain all hotel/motel emergency fixtures in working order, including those fixtures required under the Fire Code. In the event rental units are rented by guests for longer than thirty (30) days, the occupancy classification of the structure will change to R-2, and the Property Owner and Property Manager will be required to install a Fire Sprinkler System.

(c) **Utility Standards.** A Property Owner and Property Manager of a hotel, motel or extended stay hotel shall, in compliance with the appropriate codes of the City:

- (1) Provide and maintain in working order connections to discharge sewage from a structure or deposit into a public sewer system.
- (2) Provide and maintain in working order a toilet connected to a water source and to a public sewer in each rental unit.
- (3) Provide and maintain in working order connections and pipes to supply potable water at adequate pressure to a rental unit.
- (4) Provide and maintain a device to supply hot water of a consistent minimum temperature of one hundred and twenty (120) degrees Fahrenheit within each rental unit.
- (5) Provide connect and maintain in working order a bathtub or shower and lavatory, and if a kitchen or kitchenette is present in the rental unit a kitchen sink, to a cold and hot water source in a rental unit.
- (6) Connect plumbing fixture and heating equipment that the owner supplied in accordance with the plumbing and mechanical codes of the City of Lancaster.

- (7) Provide heating equipment capable of maintaining a minimum inside temperature of sixty-eight (68) degrees Fahrenheit in each room of the rental unit.
- (8) Provide and maintain air conditioning equipment capable of maintaining inside temperature of seventy-eight (78) degrees Fahrenheit with an outside temperature of ninety-eight degrees Fahrenheit.
- (9) Provide and maintain supply lines for electrical service to each rental unit.
- (10) Connect each heating device that burns solid fuel to a chimney or flue.
- (11) Provide and maintain electrical circuits and outlets sufficient to safely carry a load imposed by normal use of appliance and fixtures.
- (12) Maintain all electrical, plumbing, heating and other facilities supplied by the owner in good working order at all times.

**(d) Health Standards.** A Property Owner and Property Manager shall.

- (1) Eliminate rodents and vermin in or on the premises;
- (2) Maintain the interior of a vacant structure or vacant portion of a structure free from rubbish and garbage;
- (3) Keep the interior of a vacant structure or vacant portion of any structure free from insects, rodents and vermin; and,
- (4) Provide and maintain appropriate receptacles and conveniences for the removal of ashes, rubbish, garbage and any other waste material and to arrange for frequent removal of such waste materials.

**(e) Exemption**

A violation of this article under subsection (a) of this section shall not apply when the premise concerned is the site of new construction and reasonable and continuous progress is being made to complete the construction.

**Sec. 8.17.005      Responsibility of Guest**

A guest shall:

- (1) Maintain the interior of a rental unit occupied by the guest free from rubbish and garbage.

- (2) Remove an animal or animals from a rental unit if the presence of the animal or animals is a health hazard to a guest.
- (3) Connect plumbing fixtures and heating equipment that the guest supplies in accordance with the plumbing code and the mechanical code.
- (4) Place all ashes, rubbish, garbage and any other waste material in the appropriate receptacles provided for same by the resident manager.
- (5) Not alter a structure or its facilities so as to create nonconformity with section 8.17.004.
- (6) Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating air-conditioning, and other facilities and appliances, including elevators, in the premises.
- (7) Not deliberately or intentionally destroy, deface, damage, impair or remove any part of the premises or unknowingly permit any person to do so.
- (8) Conduct himself or herself, and require other persons on the premises with his consent to conduct themselves, in a manner that will not disturb his neighbors peaceful enjoyment of the premises. For purposes of this section such unalloyed conduct includes, but is not limited to, any loud playing of music, television, radio, instrument or any other mechanical device.
- (9) When vacating the rental unit, remove all trash and debris or risk loss of a portion of the security deposit.

**Sec. 8.17.006 Repair Duties.**

(a) The Property Owner and Property Manager have the duty to furnish and maintain premises in accordance with the standards enumerated in section 8.17.004. In addition the Property Owner and Property Manager shall at all times during the occupancy of a guest make all repairs necessary to keep and maintain the premises in accordance with the standards provided for in section 8.17.004.

(b) Upon notice by the guest in writing of any defective condition in the premises or rental unit in noncompliance with the standards stated in section 8.17.004, the Property Owner and Property Manager shall repair such condition within a reasonable period of time. If the Property Owner and Property Manager fail to complete such repairs within twenty four (24) hours, the guest may file a complaint in writing to the building official for enforcement based upon the

nature of repair and the difficulty involved, and shall issue a citation to the property owner only, if the violation is not corrected within such reasonable time.

(c) In emergency situations, the guest shall notify the Property Owner, Property Manager or Resident manager on premise. For purposes of this section, "Emergency Situations" are defined as a stopped up commode, overflowing bathtub or sink, broken pipes, leaking roof, emergency electrical malfunction or other situations having immediate adverse effects on the health or safety of the guest or his/her rental unit. Upon notification, the Property Owner, Property Manager or Resident manager shall respond immediately and furnish assistance to the guest within one (1) hour from such notification, where possible.

#### **Sec. 8.17.007 Notice requirements**

(a) A person "notifies" or "gives a notice or notification" to another person by taking steps reasonably calculated to inform the other in ordinary course whether or not the other actually comes to know it. A person receives a notice or notification when:

- (1) It comes to his attention or,
- (2) In case of the Property Owner, Property Manager or Resident manager it is delivered at the place of business of the Property Owner, Property Manager or Resident manager through which the rental agreement was made or at any place held out by him as the place for receipt of the communication, or in the case of the guest, it is delivered in hand to the guest or mailed by registered or certified mail to him at the place held out by him as the place for receipt of the communication, or in the absence of such designation, to his last known place of residence.

(b) A guest may not file a complaint with the building official under the terms of this section until twenty four (24) hours have elapsed following written notice to the Property Owner, Property Manager or Resident manager. A copy of the written notice must accompany the guest complaint.

#### **Sec. 8.17.008 Affirmative Defenses.**

Notwithstanding all other sections of this article, it will be an affirmative defense to a complaint if the defendant Property Owner, Property Manager or Resident Manager or guest is able to establish that:

- (1) The noncomplying condition described in the complaint was repaired within the prescribed time limits set forth in section 8.17.006.
- (2) The noncomplying condition was repaired within the time limits established by the building official, or that the period for repair was

reasonable due to circumstances beyond the control of the resident manager.

- (3) The required notice in section 8.17.007 was not provided.
- (4) The noncomplying condition was caused by the deliberate or intentional conduct of the complaining party.
- (5) The noncomplying condition could have been corrected but for the guest's refusal to permit access to his rental unit.

**Sec. 8.17.009 Rental Agreement; Disclosure; Administrative Responsibilities.**

- (a) A Property Owner and Property Manager shall disclose to the guest, by properly posting in the office, the name and address of:
  - (1) Each property manager and resident manager.
  - (2) The management company responsible for the operation of the company.
- (b) A Property Owner, Property Manager or Resident Manager shall leave notice of entry, whenever it is necessary to enter the rental unit without the specific permission of the guest. Such notice shall include date, time, and purpose of the person who has entered the rental unit.

**Secs. 8.17.011-8.17.040      Reserved.**

**Division 2. Hotel/Motel License**

**Sec. 8.17.041 Required Trade Name Registration.**

- (a) No person shall maintain, conduct, operate or rent a rental unit in an hotel, motel or extended stay motel for compensation within the city, or act as agent for another who is renting rental units in a hotel, motel or extended stay hotel, without first obtaining hotel/motel license from the building official. Should a person own or maintain a hotel, motel or extended stay hotel at more than one (1) location, a duplicate license is required for each additional location. The license issued to an owner authorizes such owner and its bona fide agents or employees to rent rental units to guests.
- (b) An owner shall register with the building official the trade name of his owner of his hotel, motel, or extended stay hotel and shall not use or permit to be used more than one (1) trade name at a single location.

**Sec. 8.17.042 Application; Place of Business; Issuance, Renewal and Expiration.**

(a) An applicant for a license shall file with the building official a written application upon a form provided for that purpose, which shall be signed by the owner and his property manager. Should an applicant own a hotel, motel or extended stay hotel at more than one (1) location, a separate application must be filed for each location. The following information shall be required in the application: Name, primary address, telephone number of the owner, property manager, resident manager and lender and the street address of the hotel, motel or extended stay hotel building(s), and if incorporated, the name of the registered agent on file with the secretary of state.

(b) The hotel/motel license expires on December thirty first (31) of each year.

(c) The building official may, at any time, require additional information of the owner or property manager, to clarify items on the application.

(d) When the resident manager of a hotel, motel or extended stay hotel is changed, notice of such change, together with name, address and telephone number of the new agent shall be provided to the building official within ten (10) days.

**Sec. 8.17.043 Hotel/Motel License Fee.**

(a) All fees for any permit under this article shall be established by resolution of the City Council.

(b) No License Fee shall be required for all new hotels/motels for five years from the date of issuance of the first certificate of occupancy for said hotel/motel. This provision applies only to new establishments, and does not extend to pre-existing hotel/motels which have undergone a change in ownership or management.

**Sec. 8.17.044 Display, Replacement and Transferability.**

(a) Each license issued pursuant to this ordinance together with a copy of this ordinance must be posted, displayed and kept in a conspicuous place in the hotel/motel structure in which the guest has access.

(b) A replacement license may be issued for one lost, destroyed or mutilated, upon application on the form provided by the building official. A replacement license shall have the word "replacement" stamped across its face and shall bear the same number as the one it replaces.

(c) A hotel/motel license is not assignable or transferable.

(d) An owner or property manager shall notify the building official within ten (10) days of a change of partial change in ownership, lender or management of the hotel or motel, or a change of address or trade name.

### **Division 3. Penalty**

#### **Sec. 8.17.045 Penalty**

Any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court of the City of Lancaster, Texas, shall be punished by a fine not to exceed the sum of Five Hundred Dollars (\$500.00) for each offense. Every day a violation occurs shall constitute a separate offense."

**SECTION 2.** That all provisions of the Ordinances of the City of Lancaster, Texas, in conflict with the provisions of this ordinance be, and the same are hereby amended, repealed, and all other provisions of the Ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

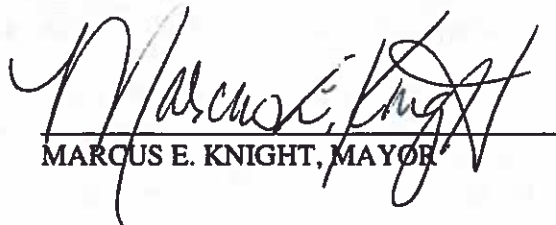
**SECTION 3.** If any article, paragraph or subdivision, clause or provision of this Ordinance shall be adjudged invalid or held unconstitutional, the same shall not affect the validity of this Ordinance as a whole or any part or provision thereof, other than the part so decided to be invalid or unconstitutional.

**SECTION 4.** Any person, firm or corporation violating any of the provisions of this ordinance or the provisions of the Code of Ordinances of the City of Lancaster, Texas, as amended hereby, shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court of the City of Lancaster, Texas, shall be subject to a fine not to exceed the sum of Five Hundred (\$500.00) dollars for each offense, and each and every day such offense shall continue shall be deemed to constitute a separate offense

**SECTION 5.** This Ordinance shall take effect immediately from and after the publication of its caption, as the law in such cases provides.

**DULY PASSED** by the City Council of the City of Lancaster, Texas, on the 8<sup>th</sup> day of July, 2013.

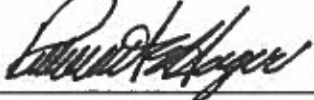
**APPROVED:**

  
MARCUS E. KNIGHT, MAYOR

ATTEST:

  
\_\_\_\_\_  
DOLLE K. DOWNE, CITY SECRETARY

APPROVED AS TO FORM:

  
\_\_\_\_\_  
ROBERT E. HAGER, CITY ATTORNEY  
(REH/aga)

## Suburban Mixed-Use Center

### Character & Intent

The Suburban Mixed-Use Center will create regional destinations, including entertainment venues, regional oriented retail and lifestyle centers.

### Land Use Considerations

#### Primary Land Uses

Regional retail, urban residential, senior housing, hotels, professional office, restaurants, multi-tenant commercial, live/work/shop units

#### Secondary Land Uses

Civic and institutional uses, parks

### Precedent Photos



## Commercial Corridor

### Character & Intent

The Commercial Corridor focuses on single and multi-tenant commercial developments along major transportation routes in the City. Typically, commercial corridors are adjacent to the Suburban Neighborhood Place Types providing everyday goods and services for residents. Commercial corridors are also automobile oriented and readily accessible by car from nearby neighborhoods.

### Land Use Considerations

#### Primary Land Uses

Retail, restaurants, multi-tenant commercial, junior anchor commercial

#### Secondary Land Uses

Civic and institutional uses, parks

### Precedent Photos



## CHAPTER 8 BUSINESS REGULATIONS

### ARTICLE 8.17 HOTEL/MOTEL PROPERTY REGULATIONS

#### ARTICLE 8.17 HOTEL/MOTEL PROPERTY REGULATIONS

##### Division 1. Generally

##### Division 1. Generally

##### Sec. 8.17.001 Definitions

For the purpose of this article, the following words and phrases shall have the meanings respectively ascribed to them by this section:

Bathroom. An enclosed space containing one or more bathtubs, showers or both, and which may also include toilets, lavatories or fixtures serving similar purposes.

Cooking appliance. Any device which is used in the preparation of food or drinks, specifically for the purpose of heating food or drinks, including but not limited to stoves, ovens, microwaves, hot plates, electric skillets and electric kettles. This does not include electric coffee pots with a capacity of twelve cups or less.

Extended stay hotel. Any building containing six or more guest rooms intended or designed to be used, or which are used, rented, or hired out to be occupied not in excess of thirty (30) days or which are occupied for sleeping purposes for guests and, may contain kitchen facilities for food preparation including but not limited to such facilities as refrigerators and microwaves. Stoves, ovens, and hotplates are permitted only if the structure is equipped with necessary fire prevention equipment.

Floor space. The total area of all habitable space.

Guest. Any person who occupies a rental unit in a hotel/motel building for living or dwelling purposes on a temporary or transient basis with the property owner, property manager or resident manager's consent.

Habitable space. The space occupied by one or more persons while living, sleeping, eating, and cooking, excluding kitchenettes, bathrooms, toilet rooms, laundries, pantries,

dressling rooms, closets, storage spaces, foyers, hallways, utility rooms, mechanical rooms and basements and or recreational rooms.

Hotel. An establishment providing, for a fee, sleeping accommodations and customary lodging services for a period not to exceed thirty (30) days, including maid service, the furnishing and upkeep of furniture and bed linens, and telephone and desk service. Related ancillary uses may include but shall not be limited to conference and meeting rooms, restaurants, bars, and recreational facilities.

Kitchenette. A space, less than sixty (60) square feet in floor area used for preparation of food. Kitchenettes shall have a clear passageway of not less than 3 feet between counterfronts and appliances or counterfronts and walls. Light and ventilation conforming to code shall be provided.

Lender. Any person who holds a mortgage, deed of trust or any other security interest in the premises.

Motel. A building or group of buildings in which lodging is designed, intended or used primarily for the accommodation of transient guests for compensation, said accommodation not to exceed thirty (30) days, and in which access to and from each room or unit is through an exterior door. A motel is distinguished from a hotel primarily by reason of providing direct independent access to, and adjoining parking for, each rental unit.

Owner. A person claiming, or in whom is vested, the ownership dominion or title of real property, including but not limited to:

- (1) Holder of simple title;
- (2) Holder of life estate;
- (3) Holder of a leasehold estate for an initial term of five years or more;
- (4) The buyer in a contract for deed;
- (5) A mortgagee, receiver, executor or trusts in control of real property buy not including the holder of a leasehold estate or tenancy for an initial term of less than five (5) years.

Person. Includes an individual, corporation, business trust, estate, trust, partnership or association, two (2) or more persons having a joint common interest, or any other legal or commercial entity.

Plumbing fixtures. Include gas pipes, water pipes, toilets, lavatories, sinks, laundry tubs, dishwashers, garbage disposal units, clothes washing machines, catchbasins, washbasins, bathtubs, shower baths, sewer pipes, sewage systems, septic tanks, drains, vents, traps, and other fuel burning or connections to pipes.

Premises. A lot, plot or parcel of land, including any structure thereon and furthermore including a rental unit, appurtenances thereto, grounds and facilities held out for the use of guests generally and any other area or facility whose use is promised to the guest.

Property manager. A person who for compensation has managing control of real property for owner.

Rental unit. A unit located in a motel, hotel, or extended stay hotel which is rented and used as a guest room or sleeping place by one (1) or by two (2) or more persons, to the exclusion of others, on a temporary or transient basis.

Resident manager. The owner, property manager and/or resident manager or resident manager of a hotel/motel building or any other person held out by any owner or property manager as the appropriate person who is in control or management of the property, who rents or causes to be rented a rental unit, or the person a guest contacts concerning the rental agreement or hotel/motel building.

Residential group R-1 occupancy. Residential occupancies containing sleeping units where the occupants are primarily transient in nature.

Residential group R-2 occupancy. Residential occupancies containing sleeping units or more than two dwelling units where the occupants are primarily permanent in nature.

Transient. Occupancy of a dwelling unit or sleeping unit for not more than 30 days.

Division 1. Generally
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**Sec. 8.17.002 Building official, power and duties**

- (a) The building official is hereby designated as the administrator of this article.
- (b) In addition to the powers and duties otherwise prescribed for the building official or his designated representative, as administrator of this article, he is required to:
  - (1) Administer and enforce all provisions of this article.
  - (2) Keep records of all licenses issued.

(3) Adopt rules and regulations, not inconsistent with the provisions of this article, with respect to the form and content of application for licenses, the investigation of applicants, and other matters incidental or appropriate to his powers and duties as may be necessary for the proper administration and enforcement of the provisions of this article.

(4) Conduct on his/her initiative, periodic inspections of hotel and motel buildings throughout the city, concerning their compliance with this article.

Division 1. Generally
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**Sec. 8.17.003 Minimum standards; responsibilities of the property owner and property manager**

(a) Property standards. The property owner and property manager of a hotel, motel or extended stay hotel shall:

(1) Ensure that the property maintains a R-1 occupancy classification and that the length of time for guest accommodations does not exceed thirty (30) days per guest per rental unit. In the event guests are permitted to rent rental units for a period in excess of thirty (30) days the occupancy classification will change to R-2, triggering additional structural requirements under the building code.

(2) Eliminate a hole, excavation, sharp protrusion, and other objects or conditions that exist on the premises and are reasonably capable of causing injury to a person.

(3) Securely cover or close a well, cesspool or cistern.

(4) Provide an adequate number of solid waste receptacles or containers on the premises.

(5) Provide adequate drainage to prevent standing water and flooding on the land.

(6) Remove dead trees, tree limbs, shrubs and landscaping that are reasonably capable of causing injury to a person.

(7) Keep the doors and windows of a vacant unit or vacant portion of a hotel/motel building securely closed to prevent unauthorized entry.

(8) Keep all areas of the building, grounds, facilities and appurtenances in a clean and sanitary manner.

(9) The property owner and property manager shall address a resident complaints within the prescribed time listed in section 8.17.006 of this article.

(10) All exterior surfaces shall be painted and sealed to prevent rust or rotted materials.

(11) There shall not be any cooking appliance other than a microwave used or stored in any rental unit classified as residential group R-1 or residential group R-2 occupancy unless the structure is properly equipped with fire prevention equipment required under this code, and those codes adopted therein, including but not limited to the International Mechanical Code, the International Electrical Code and the fire code.

(12) There shall not be more than one living quarters unit per hotel/motel complex or address dedicated for use by the residential manager, property manager or property owner.

(b) Structural standards. A property owner and property manager of a hotel, motel, or extended stay hotel shall, in compliance with the appropriate codes of the city:

(1) Protect the exterior surfaces of a structure which are subject to decay, by application of paint or other coating.

(2) Provide and maintain railings for stairs, steps, balconies, porches, and elsewhere as specified in compliance with the established codes in this code.

(3) Repair holes, cracks, and defects reasonably capable of causing injury to a person in stairs, porches, steps and balconies.

(4) Maintain the property in a weathertight and watertight condition.

(5) Maintain floors, walls, ceilings, and supporting structural members in a sound condition, capable of bearing imposed loads safely.

(6) Repair or replace chimney flue vent attachments that do not function properly.

(7) Repair holes, cracks, breaks and loose surface materials that are health or safety hazards in or on floors, walls or ceilings.

(8) Maintain all interior unit exhaust fans, light fixtures in good working order.

(9) Maintain all hotel/motel emergency fixtures in working order, including those fixtures required under the fire code. In the event rental units are rented by guests for longer than thirty (30) days, the occupancy classification of the structure will change to R-2, and the property owner and property manager will be required to install a fire sprinkler system.

(c) Utility standards. A property owner and property manager of a hotel, motel or extended stay hotel shall, in compliance with the appropriate codes of the city:

(1) Provide and maintain in working order connections to discharge sewage from a structure or deposit into a public sewer system.

(2) Provide and maintain in working order a toilet connected to a water source and to a public sewer in each rental unit.

(3) Provide and maintain in working order connections and pipes to supply potable water at adequate pressure to a rental unit.

(4) Provide and maintain a device to supply hot water of a consistent minimum temperature of one hundred and twenty (120) degrees Fahrenheit within each rental unit.

(5) Provide, connect and maintain in working order a bathtub or shower and lavatory, and if a kitchen or kitchenette is present in the rental unit a kitchen sink, to a cold and hot water source in a rental unit.

(6) Connect plumbing fixture and heating equipment that the owner supplied in accordance with the plumbing and mechanical codes of the city.

(7) Provide heating equipment capable of maintaining a minimum inside temperature of sixty-eight (68) degrees Fahrenheit in each room of the rental unit.

(8) Provide and maintain air-conditioning equipment capable of maintaining inside temperature of seventy-eight (78) degrees Fahrenheit with an outside temperature of ninety-eight degrees Fahrenheit.

(9) Provide and maintain supply lines for electrical service to each rental unit.

(10) Connect each heating device that burns solid fuel to a chimney or flue.

(11) Provide and maintain electrical circuits and outlets sufficient to safely carry a load imposed by normal use of appliance and fixtures.

(12) Maintain all electrical, plumbing, heating and other facilities supplied by the owner in good working order at all times.

(d) Health standards. A property owner and property manager shall.

(1) Eliminate rodents and vermin in or on the premises;

(2) Maintain the interior of a vacant structure or vacant portion of a structure free from rubbish and garbage;

(3) Keep the interior of a vacant structure or vacant portion of any structure free from insects, rodents and vermin; and

(4) Provide and maintain appropriate receptacles and conveniences for the removal of ashes, rubbish, garbage and any other waste material and to arrange for frequent removal of such waste materials.

(e) Exemption. A violation of this article under subsection (a) of this section shall not apply when the premises concerned is the site of new construction and reasonable and continuous progress is being made to complete the construction.

Division 1. Generally
-----------------------

**Sec. 8.17.004 Responsibility of guest**

A guest shall:

(1) Maintain the interior of a rental unit occupied by the guest free from rubbish and garbage.

(2) Remove an animal or animals from a rental unit if the presence of the animal or animals is a health hazard to a guest.

(3) Connect plumbing fixtures and heating equipment that the guest supplies in accordance with the plumbing code and the mechanical code.

(4) Place all ashes, rubbish, garbage and any other waste material in the appropriate receptacles provided for same by the resident manager.

(5) Not alter a structure or its facilities so as to create nonconformity with [section 8.17.003](#).

- (6) Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating air-conditioning, and other facilities and appliances, including elevators, in the premises.
- (7) Not deliberately or intentionally destroy, deface, damage, impair or remove any part of the premises or unknowingly permit any person to do so.
- (8) Conduct himself or herself, and require other persons on the premises with his consent to conduct themselves, in a manner that will not disturb his neighbors peaceful enjoyment of the premises. For purposes of this section such unalloyed conduct includes, but is not limited to, any loud playing of music, television, radio, instrument or any other mechanical device.
- (9) When vacating the rental unit, remove all trash and debris or risk loss of a portion of the security deposit.

Division 1. Generally
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#### **Sec. 8.17.005 Repair duties**

- (a) The property owner and property manager have the duty to furnish and maintain premises in accordance with the standards enumerated in [section 8.17.003](#). In addition the property owner and property manager shall at all times during the occupancy of a guest make all repairs necessary to keep and maintain the premises in accordance with the standards provided for in [section 8.17.003](#).
- (b) Upon notice by the guest in writing of any defective condition in the premises or rental unit in noncompliance with the standards stated in [section 8.17.003](#), the property owner and property manager shall repair such condition within a reasonable period of time. If the property owner and property manager fail to complete such repairs within twenty-four (24) hours, the guest may file a complaint in writing to the building official for enforcement based upon the nature of repair and the difficulty involved, and shall issue a citation to the property owner only, if the violation is not corrected within such reasonable time.
- (c) In emergency situations, the guest shall notify the property owner, property manager or resident manager on premises. For purposes of this section, “emergency situations” are defined as a stopped up commode, overflowing bathtub or sink, broken pipes, leaking roof, emergency electrical malfunction or other situations having immediate adverse effects on the health or safety of the guest or his/her rental unit. Upon notification, the property owner, property manager or resident manager shall respond

immediately and furnish assistance to the guest within one (1) hour from such notification, where possible.

Division 1. Generally
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**Sec. 8.17.006 Notice requirements**

(a) A person “notifies” or “gives a notice or notification” to another person by taking steps reasonably calculated to inform the other in ordinary course whether or not the other actually comes to know it. A person receives a notice or notification when:

(1) It comes to his attention; or

(2) In case of the property owner, property manager or resident manager it is delivered at the place of business of the property owner, property manager or resident manager through which the rental agreement was made or at any place held out by him as the place for receipt of the communication, or in the case of the guest, it is delivered in hand to the guest or mailed by registered or certified mail to him at the place held out by him as the place for receipt of the communication, or in the absence of such designation, to his last known place of residence.

(b) A guest may not file a complaint with the building official under the terms of this section until twenty-four (24) hours have elapsed following written notice to the property owner, property manager or resident manager. A copy of the written notice must accompany the guest complaint.

Division 1. Generally
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**Sec. 8.17.007 Affirmative defenses**

Notwithstanding all other sections of this article, it will be an affirmative defense to a complaint if the defendant property owner, property manager or resident manager or guest is able to establish that:

(1) The noncomplying condition described in the complaint was repaired within the prescribed time limits set forth in [section 8.17.005](#).

(2) The noncomplying condition was repaired within the time limits established by the building official, or that the period for repair was

reasonable due to circumstances beyond the control of the resident manager.

- (3) The required notice in [section 8.17.006](#) was not provided.
- (4) The noncomplying condition was caused by the deliberate or intentional conduct of the complaining party.
- (5) The noncomplying condition could have been corrected but for the guest's refusal to permit access to his rental unit.

Division 1. Generally
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**Sec. 8.17.008 Rental agreement; disclosure; administrative responsibilities**

(a) A property owner and property manager shall disclose to the guest, by properly posting in the office, the name and address of:

- (1) Each property manager and resident manager.
- (2) The management company responsible for the operation of the company.

(b) A property owner, property manager or resident manager shall leave notice of entry, whenever it is necessary to enter the rental unit without the specific permission of the guest. Such notice shall include date, time, and purpose of the person who has entered the rental unit.

Division 1. Generally
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**Sec. 8.17.009 Penalty**

Any person, firm or corporation violating any of the provisions or terms of this article shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court of the city, shall be punished by a fine not to exceed the sum of five hundred dollars (\$500.00) for each offense. Every day a violation occurs shall constitute a separate offense.

Division 1. Generally
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<b>ARTICLE 8.17 HOTEL/MOTEL PROPERTY REGULATIONS</b>
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**Division 2. Hotel/Motel License**

<b>Division 2. Hotel/Motel License</b>
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**Sec. 8.17.041    Required trade name registration**

(a) No person shall maintain, conduct, operate or rent a rental unit in a hotel, motel or extended stay motel for compensation within the city, or act as agent for another who is renting rental units in a hotel, motel or extended stay hotel, without first obtaining hotel/motel license from the building official. Should a person own or maintain a hotel, motel or extended stay hotel at more than one (1) location, a duplicate license is required for each additional location. The license issued to an owner authorizes such owner and its bona fide agents or employees to rent rental units to guests.

(b) An owner shall register with the building official the trade name of his owner of his hotel, motel, or extended stay hotel and shall not use or permit to be used more than one (1) trade name at a single location.

<b>Division 2. Hotel/Motel License</b>
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**Sec. 8.17.042    Application; place of business; issuance, renewal and expiration**

(a) An applicant for a license shall file with the building official a written application upon a form provided for that purpose, which shall be signed by the owner and his property manager. Should an applicant own a hotel, motel or extended stay hotel at more than one (1) location, a separate application must be filed for each location. The following information shall be required in the application: Name, primary address, telephone number of the owner, property manager, resident manager and lender and the street address of the hotel, motel or extended stay hotel building(s), and if incorporated, the name of the registered agent on file with the secretary of state.

(b) The hotel/motel license expires on December thirty-first (31st) of each year.

(c) The building official may, at any time, require additional information of the owner or property manager, to clarify items on the application.

(d) When the resident manager of a hotel, motel or extended stay hotel is changed, notice of such change, together with name, address and telephone number of the new agent shall be provided to the building official within ten (10) days.

Division 2. Hotel/Motel License
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**Sec. 8.17.043 Fee**

(a) All fees for any permit under this article shall be established by resolution of the city council.

(b) No license fee shall be required for all new hotels/motels for five years from the date of issuance of the first certificate of occupancy for said hotel/motel. This provision applies only to new establishments, and does not extend to pre-existing hotel/motels which have undergone a change in ownership or management.

Division 2. Hotel/Motel License
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**Sec. 8.17.044 Display, replacement and transferability**

(a) Each license issued pursuant to this article together with a copy of this article must be posted, displayed and kept in a conspicuous place in the hotel/motel structure in which the guest has access.

(b) A replacement license may be issued for one lost, destroyed or mutilated, upon application on the form provided by the building official. A replacement license shall have the word "replacement" stamped across its face and shall bear the same number as the one it replaces.

(c) A hotel/motel license is not assignable or transferable.

(d) An owner or property manager shall notify the building official within ten (10) days of a change of partial change in ownership, lender or management of the hotel or motel, or a change of address or trade name.

(Ordinance 2013-07-06 adopted 7/8/13)

# Table 1 Land Use Tables

**P** = Permitted      **A** = Accessory Use      **S** = SUP      "+" = Permitted with Conditions

<i>Agric.</i>	<i>Residential</i>									<i>Permitted Uses</i>	<i>Commercial</i>					<i>Industrial</i>		
A-O	SF-E	SF-4	SF-5	SF-6	ZL-7	2F-6	TH-16	MF-16	MH	Rural & Animal-Related	NS	R	CH	CS	TC	ORT	LI	MI
P										Agricultural Building								
P	P	P	P	P	P	P	P	P	P	Agricultural Uses on Un-Platted Land	P	P	P	P		P	P	P
S	S									Animal Boarding/Kennel <i>with</i> Outside Pens								
P	S									Animal Boarding/Kennel <i>without</i> Outside Pens	S	S	P	P			P	P
S										Animal Clinic for small animals, no outdoor pens +	S	P	P	P			P	S
S										Animal Hospital, Clinic		S	P	S			P	P
S										Animal Production								
S										Animal Shelter							P	P
P										Crop Production								
P	S									Horse Corral or Stable (Commercial)+								
P	P									Horse Corral or Stable (Private)								
S	S									Wholesale Nursery for Growing of Plants, No Retail Sale on Site							P	P

A-O	SF-E	SF-4	SF-5	SF-6	ZL-7	2F-6	TH-16	MF-16	MH	Residential & Lodging	NS	R	CH	CS	TC	ORT	LI	MI
P	P	P	P	P	P	P	P	P	P	Accessory Building +	P	P	P	P		P	P	P
S	S							P		Bed & Breakfast Operation +	S							
P										Caretakers Quarters/Domestic or Security Unit		P	P	P		P	P	P
A	A	A	A	A	A	A	A	A	A	Carport +								
P								P		Convent or Monastery		P		P				
						P	P	P		Duplex +								
A	A	A	A	A	A	A	A	A	A	Garage	A	A	A	A		A	A	A
A	A	A	A	S	S	S	S	P	S	Guest Quarters/ Secondary Living Unit +								
P	P	P	P	P	P	P	P	P	P	Home Occupation +								
										Hotel or Motel		S	P	P				
										Hotel, Residence		S		P				
							P	P		Loft	P	P	P	P				
								P		Multi-Family								
	P	P	P	P	P	P	P		P	Portable Building - Residential +								
								P		Residential Care Facility	S	S		S				
S										Single Family on less than the min. size lot +								
					P	P	P	P		Single Family, Attached +								
P	P	P	P	P	P	P	P	P	P	Single Family, Detached +								
					P	P	P	P		Single Family, Zero Lot Line +								
	S	S	S	S	S	S	S	S		Subdivision Screening Wall								
A	A	A	A	A	A	A	A	A	A	Swimming Pool, Private								
A	A	S	S	S	S	S	S	S	S	Tennis Court Private	S						P	S
							P	P		Townhouse +		P						
								S		Urban Residential +		S						

A-O	SF-E	SF-4	SF-5	SF-6	ZL-7	2F-6	TH-16	MF-16	MH	Institutional & Community Service	NS	R	CH	CS	TC	ORT	LI	MI
								P		Assisted Living Facility +	S	P		P				
										Blood Plasma Donor Center		P	P	P			P	P
										Child Care Facility		S	P	P				
										Church/House of Worship +	P	P	P	P			P	P
										College, University, or Seminary		p	P	S		P	P	P
										Convalescent Care Facility/Nursing Home +	P	P	P	P		S	S	
S	S	S	S	S	S	S	S	S	S	Day Care (child or adult)	P	P	P	P		A		
										Emergency Ambulance Services, Ground		P	P	P			P	P
P	P	P	P	P	P	P	P	P	P	Group or Community Home+	P	P						
										Government Facility		P	P	P		P	P	P
								S		Hospice	P	P	P	P		S	S	S
										Hospital		P	P	P		P	P	S
										Library, Art Gallery or Museum (Public)	P	P	P	P		P	P	P
										Mortuary or Funeral Chapel		P	P	P		S	P	
										Penal Boarding Home							P	P
										Post Office, Local Service	P	P	P	P		P	P	P
										Post Office, Regional			P			S	P	P
										Prison/Custodial Institution							P	P
P	P	P	P	P	P	P	P	P	P	Public School Primary, Secondary, Senior (Includes a Charter School) +	P	P	P	P		P	P	P
S	S	S	S	S	S	S	S	S	S	Private School Primary, Secondary, Senior +	S	S	S	S				
										Rescue Mission or Shelter for the Homeless			S				P	P
										Social Service Provider, not Rescue Mission or Shelter		S	P				P	P

P	P	P	P	P	P	P	P	P	P	Temporary Educational Building +	P	P	P	P		P	P	P
A-O	SF-E	SF-4	SF-5	SF-6	ZL-7	2F-6	TH-16	MF-16	MH	Office & Professional	NS	R	CH	CS	TC	ORT	LI	MI
										Bank, Savings and Loan, Credit Union or similar Financial Institution with Drive-Through + (See Definitions)	S	P	P	P		P	P	P
										Bank, Savings and Loan, Credit Union or similar Financial Institution without Drive-Through (See Definitions)	P	P	P	P		P	P	P
										Check Cashing Business, Credit Agency or similar Financial Institution (See Definitions)				S				S
										Office, General		P	P	P		P	P	P
										Office Building, less than 5,000 s.f.	P	P	P	P		P	P	P
										Office Building, 5,000 s.f. or more	S	P	P	P		P	P	P
A-O	SF-E	SF-4	SF-5	SF-6	ZL-7	2F-6	TH-16	MF-16	MH	Recreation, Entertainment & Amusement	NS	R	CH	CS	TC	ORT	LI	MI
										Billiard Parlor or Pool Hall +		S	S	P			P	P
										Carnival, Circus, or Amusement Ride, Temporary +	S	P	S	P		S	P	P
										Commercial Amusement/ Recreation (Inside) +		S	P	P			P	P
										Commercial Amusement/ Recreation (Outside)		S	S	S			S	P
S	S	S	S	S	S	S	S	S	S	Community or Recreation Club, Public or Private (Accessory)	S	P	P	P		P	P	P
S	S	S	S	S	S	S	S	S	S	Country Club, Private	S	P	P	P		S	P	P
										Golf Driving Range	S	S	S	P		S	P	P
P	P	P	P	P	P	P	P	P	P	Fund Raising Events by Non-Profit, Indoor or Outdoor, Temporary +	P	P	P	P		P	P	P
										Gun Club, Skeet or Target Range (Indoor)		S	P	P			P	P
S										Gun Club, Skeet or Target Range (Outdoor)								S

								A		Health Club	P	P	P	P		P	P	P
A-O	SF-E	SF-4	SF-5	SF-6	ZL-7	2F-6	TH-16	MF-16	MH	<b>Recreation, Entertainment &amp; Amusement, continued</b>	NS	R	CH	CS	TC	ORT	LI	MI
										Private Club, Lodge or Fraternal Organization	S	P	P	P			P	S
										Private Sports Arena, Stadium or Track		S	S	S			S	S
P	P	P	P	P	P	P	P	P	P	Public Park or Playground	P	P	P	P		P	P	P
S	S	S	S	S	S	S	S	S	S	Tennis Courts (Not accessory to a public or private club) +	S	P	P	P			P	P
A-O	SF-E	SF-4	SF-5	SF-6	ZL-7	2F-6	TH-16	MF-16	MH	<b>Retail &amp; Personal Services</b>	NS	R	CH	CS	TC	ORT	LI	MI
										Antique/Collectible Store	S	P	P	P				
										Astrologer, Hypnotist, or Psychic Art and Science	P	P	P	P				
										Banquet Facility		P	P	P				
										Business School		P	P	P		P	S	
										Catering Service	S	P	P	P		S	P	
										Christmas Tree Sales Lot & Similar Uses, Temporary +	S	P	P	P		S	P	P
										Copy Center	P	P	P	P		P	P	P
										Display, Incidental +	P	P	P	P				
										Garden Supply/Plant Nursery +	S	P	P	P			P	
										General Personal Service	P	P	P	P			S	
										Hair Salon, Manicurist	P	P	P	P				
										Laundry, Drop-off/Pickup	P	P	P	P			P	P
										Laundry, Self Service	P	P	P	P			P	P
										Massage Therapist	P	P	P	P				

										Museum or Art Gallery (Private)	S	P		P		P		
A-O	SF-E	SF-4	SF-5	SF-6	ZL-7	2F-6	TH-16	MF-16	MH	<b>Retail &amp; Personal Services, Continued</b>	NS	R	CH	CS	TC	ORT	LI	MI
										Night Club, Discoteque, or Dance Hall		S	P	P			S	S
										Pawn Shop								P
										Pet Shop	P	P	P	P				
P	P	P	P	P	P	P	P	P	P	Real Estate Sales Office, On-site, Temporary +	P	P	P	P		P	P	P
										Rental Store, w/o Outside Storage and Display		S	S	S			S	P
										Restaurant, Less than 2000 Sq. Ft., w/ Drive-Thru +	S	P	P	P			P	P
										Restaurant, Less than 2000 Sq. Ft., w/o Drive-Thru	P	P	P	P		P	P	P
										Restaurant, 2000 Sq. Ft. or more, w/ Drive-Thru +	S	P	P	P			P	P
										Restaurant, 2000 Sq. Ft. or more, w/o Drive-Thru	S	P	P	P		S	P	P
										Retail Store, 25,000 Sq. Ft. or more	S	S	P	P				
										Retail Store, Less than 25,000 Sq. Ft.	P	P	P	P			S	S
										Retail store with gasoline product sales limited to 2 fuel dispensers and 4 vehicles	S	P	P	P			P	P
										Retail store with more than 2 fuel dispensers		S	P	P			P	P
										Used Merchandise Store		S	P	P				
										Sexually Oriented Business +								P
										Studio - Art, Photography or Music	P	P	P	P			P	
										Tailor, Clothing or Apparel Shop	P	P	P	P				

A-O	SF-E	SF-4	SF-5	SF-6	ZL-7	2F-6	TH-16	MF-16	MH	Retail & Personal Services, Continued	NS	R	CH	CS	TC	ORT	LI	MI
										Tattoo, Body Piercing (does not include earlobe piercing)		S						
										Taxidermist Shop							P	P
A-O	SF-E	SF-4	SF-5	SF-6	ZL-7	2F-6	TH-16	MF-16	MH	Commercial & Business Services	NS	R	CH	CS	TC	ORT	LI	MI
										Bail Bond Service			S	P			P	P
										Building & Landscape Material <i>with</i> Outside Storage +		P	P	P			P	P
										Building Maintenance, Service & Sales <i>with</i> Outside Storage +				S			P	P
										Building Maintenance, Service & Sales <i>without</i> Outside Storage			P	P			P	P
S										Cemetery/ Mausoleum/ Mortuary		P	P	P			P	P
										Crematorium							S	P
										Custom & Craft Work			P	S			P	P
										Electrical, Watch, Clock, Jewelry & Similar Repair	P	P	P	P				
										Feed Store, Ranch Supply			P	S			S	P
										Food Processing				S			P	P
										Furniture or Cabinet Repair			S	P			P	
										Furniture Upholstery, Refinishing or Resale			S	P			P	P
										Gunsmith Repair and Sales			S	P			P	P
										Heavy Machinery & Equipment (Rental, Sales & Service)			S	S			P	P
										Locksmith		P	P	P			P	P
										Machine Shop				S			P	P

A-O	SF-E	SF-4	SF-5	SF-6	ZL-7	2F-6	TH-16	MF-16	MH	Commercial & Business Services, continued	NS	R	CH	CS	TC	ORT	LI	MI
										Medical or Scientific Research Lab			P	P		P	P	P
										Mobile Home/Trailer Sales Lot				S			S	P
										Portable Buildings - Commercial +		S	S	S		S	S	S
										Research and Technology			P	P		P	P	P
										Shoe and Boot Repair and Sales	P	P	P	P				
										Trade School			S	S		P	P	P
P	P	P	P	P	P	P	P	P	P	Temporary On-site Construction Office +	P	P	P	P		P	P	P
A-O	SF-E	SF-4	SF-5	SF-6	ZL-7	2F-6	TH-16	MF-16	MH	Auto & Marine-Related	NS	R	CH	CS	TC	ORT	LI	MI
										Auto Repair Garage, Major +							P	P
										Auto Repair Garage, Minor +		S	S	P			P	P
										Automobile Rental			S	P			P	P
										Boat & Trailer Dealership (New and Used) +			P	P			P	P
										Car Wash/Auto Detail +	S	S	S	P			P	P
										Car Wash, Self Service		S		P			P	P
										Motor Vehicle Dealership, New & Used (Cars and Light Trucks) +			P	S			P	P
										Parking, Commercial			P	P			P	P
										Parking Lot, non-commercial	S	P	P	P		P	P	P
										Recreational Vehicle (RV) Sales and Service			S	P			P	P
										Service Station +	S	P	P	P			P	P
										Towing & Impound Yard							S	P

										Towing Service, No Storage							S	P
A-O	SF-E	SF-4	SF-5	SF-6	ZL-7	2F-6	TH-16	MF-16	MH	<b>Auto &amp; Marine-Related, continued</b>	NS	R	CH	CS	TC	ORT	LI	MI
										Truck Rental				P			P	P
										Truck Stop with Fuel and Accessory Services +				S			S	P
A-O	SF-E	SF-4	SF-5	SF-6	ZL-7	2F-6	TH-16	MF-16	MH	<b>Industrial &amp; Manufacturing</b>	NS	R	CH	CS	TC	ORT	LI	MI
S										Asphalt or Concrete Batch Plant +							S	S
P	P	P	P	P	P	P	P	P	P	Asphalt or Concrete Batch Plant, Temporary +	P	P	P	P		P	P	P
										Bottle Works, Milk or Soft Drinks							P	P
										Brewery, Distillery or Winery (Excluding Brew Pub)				S			P	P
										Carpet and Rug Cleaning				S			P	P
										Environmentally Hazardous Materials +							S	P
										Food Processing (No Slaughtering)				S			P	P
										Light Assembly & Fabrication			S	P		P	P	P
										Manufacturing, Heavy							S	P
										Manufacturing, Light			S	P		S	P	P
										Metal Plating, Electro Plating							S	P
S	S	S	S	S	S	S	S	S	S	Mining and Extraction (Sand, Gravel Oil & other) +	S	S	S	S		S	S	S
										Monument Works, Stone and Metal				S			S	P
										Portable Building				S			S	S
										Printing & Publishing				P			P	P
										Salvage or Reclamation of Products (Indoors)				S			P	P

A-O	SF-E	SF-4	SF-5	SF-6	ZL-7	2F-6	TH-16	MF-16	MH	Industrial & Manufacturing, continued	NS	R	CH	CS	TC	ORT	LI	MI
										Salvage or Reclamation of Products (Outdoors)							S	P
										Sheet Metal Shop				S			P	P
										Tool, Dye, Guage and Machine Shop							S	P
										Welding Repair				S			P	P
A-O	SF-E	SF-4	SF-5	SF-6	ZL-7	2F-6	TH-16	MF-16	MH	Wholesale, Distribution & Storage	NS	R	CH	CS	TC	ORT	LI	MI
										Cold Storage Plant			P				P	P
										Heavy Construction Trade Yard			S				P	P
S										Landfill, Sanitary								
										Mini-warehouse +			S	S			P	P
										Outside Storage +			P				P	P
										Recycling Collection Center			S				P	P
										Warehouse/ Distribution Center			P			S	P	P
										Wholesale Showroom Facility			P	S			P	P
A-O	SF-E	SF-4	SF-5	SF-6	ZL-7	2F-6	TH-16	MF-16	MH	Utilities, Communications & Transportation	NS	R	CH	CS	TC	ORT	LI	MI
										Airport, Heliport or Landing Field			S				S	S
P	S	S	S	S	S	S	S	P	S	Antenna, Accessory +	P	P	P	P		P	P	P
										Antenna, Commercial +		S	S	S		S	S	P
A	A	A	A	A	A	A	A	A	A	Antenna, Dish +	A	P	P	P		P	P	P
S										Antenna, Commercial, Free-Standing +		S	S	S		S	P	P
										Antenna, Commercial, Mounted +		S	S	S		P	P	P
										Bus Charter Service & Service Facility			P				P	P
										Helipad		S	S	S		S	S	S

A-O	SF-E	SF-4	SF-5	SF-6	ZL-7	2F-6	TH-16	MF-16	MH	Utilities, Communications & Transportation, continued	NS	R	CH	CS	TC	ORT	LI	MI
S	S	S	S	S	S	S	S	S	S	Utilities (Non-Municipally owned or Controlled), including Sanitary Landfill, Water Treatment, and Supply, and Wastewater Treatment	S	S	S	S		S	S	S
P	P	P	P	P	P	P	P	P	P	Municipally Owned or Controlled Facilities, Utilities and Uses	P	P	P	P		P	P	P
S										Portable Building	S	S	S	S		S	S	S
	S	S	S	S	S	S	S	S	S	Private Streets	S	S	S	S		S	S	S
										Radio Broadcasting		P	P	P		P	P	P
S	S	S	S	S	S	S	S	S	S	Railroad Yard or Shop	S	S	S	S		S	S	S
										Recording Studio		S	P	P		P	P	P
P	P	P	P	P	P	P	P	P	P	Satellite Dish +	P	P	P	P		P	P	P
										Transit Passenger Facility	S	S	S	S		S	S	S
										Trucking Company								P
										TV Broadcasting & Other Communication Service		S	P	S		S	P	P
S	S	S	S	S	S	S	S	S	S	Utilities Holding a Franchise from City of Lancaster	S	S	P	S		S	P	P
S	S	S	S	S	S	S	S	S	S	Utility Installation, Other than Listed	S	S	S	S		S	S	S
S	S	S	S	S	S	S	S	S	S	Utility/ Transmission Lines +	S	S	S	S		S	S	S
S	S	S	S	S	S	S	S	S	S	Wireless Communication Tower	S	S	S	S		S	S	S

## Survey Cities of Residence Hotels

Grand Prairie	None
Frisco	Provided, see attached
Duncanville	None found
Coppell	Provided, see attached
Cedar Hill	None
Farmers Branch	None
Desoto	None
The Colony	None found
Rockwall	Requires a Specific Use Permit (3 attached)
Haltom City	None found
Rowlett	None found

## Survey Cities of Residence Hotels

### Frisco Residence Hotels

#### **Residence Hotel**

Residence Hotel developments shall be subject to the following development standards:

- a. Not more than 23 room units per acre.
- b. Shall maintain laundry facilities on-site for guest use.
- c. Shall provide staff on-site 24 hours a day.
- d. Shall provide at least three amenities from the list below:
  1. Indoor/Outdoor Pool
  2. Spa/Sauna
  3. Weight Room/Fitness Center
  4. Playground
  5. Sports Court
  6. Plaza/Atrium
  7. Game Room
  8. Jogging Trail
  9. Conference Room (1,000 square foot minimum)
  10. Full Service Restaurant (minimum seating capacity of 35)
- e. Shall be set back a minimum of one hundred (100) feet from any residential district.
- f. Shall maintain fifteen (15) percent of the lot area as open space, exclusive of required setbacks and parking areas, but including amenities from the above list except for Conference Room and Full Service Restaurant.
- g. Shall maintain a minimum separation of one thousand five hundred (1,500) feet measured linearly from property line to property line from any other Hotel, Motel, or Residence Hotel property.
- h. A minimum of fifty (50) percent of the room units shall contain kitchen facilities.
- i. Location
  1. Shall be permitted only with frontage along S.H. 121, Preston Road, the Dallas North Tollway, FM423, or US 380
- j. One (1) parking space for each sleeping room or suite plus one (1) space for each two hundred (200) square feet of commercial floor area contained therein.

## Survey Cities of Residence Hotels

### Coppell Hotel, Motel, and Residence Hotels

#### Sec. 12-30-18. - **Hotel, motel and residence hotel.**

A special use permit for a hotel, motel or residence hotel use may be approved only when there is a finding and determination by the city council, following a favorable recommendation by the planning and zoning commission, that the type of hotel, motel or residence hotel proposed is compatible and consistent with and will have no adverse affect on existing uses in the area, that the proposed use is equal to or exceeds development standards of other uses and that the proposed use will not adversely affect the ability to locate, in the future, additional uses that are allowed within the zoning district of the area.

1. Hotel and motel developments shall be subject to the following development standards: a. A minimum lot size for a hotel or motel development shall be no less than four acres, with the exception that a lot size less than four acres may be permitted provided the city council, following a favorable recommendation by the planning and zoning commission, and after review of submitted data and facts, finds and determines that such facility is an appropriate use, design and lay-out for the site and area. Under no circumstance shall a lot of less than two acres be utilized for this use. b. Shall provide staff on-site 24-hours a day; c. Shall contain a lobby with a minimum of 150 square feet; d. Shall provide a minimum of three amenities from the list below:

1. Indoor/outdoor pool. 2. Spa/sauna. 3. Weight room/fitness center. 4. Playground. 5. Sports court. 6. Plaza/atrium. 7. Game room. 8. Jogging trail. 9. Conference room (1,000 square foot minimum). 10. Full service restaurant (minimum seating capacity of 35).

2. Residence hotel developments shall be subject to the following development standards: a. Not more than 22 room units per acre; b. Shall contain a lobby with a minimum of 150 square feet; c. Shall maintain laundry facilities on-site for guest use; d. Shall provide staff on-site 24-hours a day; e. Shall provide a minimum of three amenities from the list below:

1. Indoor/outdoor pool. 2. Spa/sauna. 3. Weight room/fitness center. 4. Playground. 5. Sports court. 6. Plaza/atrium. 7. Game room. 8. Jogging trail. 9. Conference room (1,000 square foot minimum). 10. Full service restaurant (minimum seating capacity of 35). f. Shall maintain a minimum separation of 1,500 feet measured linearly from property line to property line from any other hotel, motel or residence hotel property. g. All of the room units shall contain kitchen facilities. h. Open space shall be provided in sufficient quantity and location to allow for required additional parking should the residence hotel convert to multi-family residences (two spaces per unit).

(Ord. No. 91500-A-434, § 3, 6-13-06)

## LANCASTER CITY COUNCIL

### City Council Special Work Session

7.

**Meeting Date:** 12/04/2017

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

**Goal(s):** Financially Sound Government  
Sound Infrastructure

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

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#### **Agenda Caption:**

Receive a presentation regarding the Equipment Replacement Program.

#### **Background:**

The City of Lancaster manages a large fleet of vehicles and equipment to perform needed services throughout the City. Council first received a presentation regarding the replacement program in May 2012 and it was accepted in September 2012.

Council requested staff present an updated inventory of the existing fleet and replacement plan to determine the progress made since program implementation.

Council will receive a presentation regarding the Equipment Replacement Program.

## LANCASTER CITY COUNCIL

### City Council Special Meeting

1.

**Meeting Date:** 12/04/2017

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

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

**Submitted by:** Rona Stringfellow, Assistant City Manager

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### **Agenda Caption:**

Consider a resolution implementing a new Commercial Film policy.

### **Background:**

Over the course of the last year, there has been an increase in requests for commercial filming on publicly owned property within the City. The City has typically processed these requests through a special events permit. During the most recent budget adoption, the City Council approved a new fee for commercial filming and directed staff to bring forward a policy for consideration.

As a reference, staff contacted the Texas Film Commission as well as City of Dallas Film Commission for guidance on commercial filming and fees.

### **Operational Considerations:**

The policy addresses use of city-owned real estate, personnel, rights-of-way permit requirement and fees, as well as insurance requirements.

The City Council received a presentation on November 6, 2017 outlining the commercial film policy "draft" for consideration.

### **Legal Considerations:**

The City Attorney has approved the resolution as to form.

### **Public Information Considerations:**

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

### **Fiscal Impact:**

The City Council adopted associated fees related to commercial filming during the annual adoption of the master fee schedule.

### **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

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**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE COMMERCIAL FILMING POLICY; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Mayor and City Council of the City of Lancaster support commercial filming in the City of Lancaster;

**WHEREAS**, the City of Lancaster recognizes that a Commercial Film Policy is a valuable tool to enhance the city's policies in governing commercial filming;

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

**SECTION 1.** The City Council hereby adopts the Commercial Filming Policy, which is attached here to and incorporated herein as Exhibit "A".

**SECTION 2.** That all resolutions of the City of Lancaster heretofore adopted which are in conflict with the provisions of this resolution be, and the same are hereby repealed, and all resolutions of the City of Lancaster not in conflict with the provisions hereof shall remain in full force and effect.

**SECTION 3.** If any article, paragraph, subdivision, clause or provision of this resolution, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such judgment or holding shall not effect the validity of this resolution as a whole or any part or provision thereof, as amended hereby, other than the part so declared to be invalid or unconstitutional.

**SECTION 4.** That this Resolution shall take effect immediately from and after its passage, as the law and charter in such cases provide.

**DULY PASSED** and approved by the City Council of the City of Lancaster, Texas, on this the 4th day of December, 2017.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Sorangel O. Arenas, City Secretary

\_\_\_\_\_  
Marcus E. Knight, Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
David T. Ritter, City Attorney



## **Policy for Filming in the City of Lancaster, TX**

- I. Purpose
- II. City Control/City Manager Authority
- III. Permit Requirements and Fees
- IV. Application Fee
- V. Use of City Equipment and Personnel
- VI. Use of City-Owned Real Estate
- VII. Vehicles and Equipment
- VIII. Hours of Filming
- IX. Notification of Neighbors
- X. Certificate of Insurance
- XI. Damage to Public or Private Property
- XII. Hold Harmless Agreement

# Guidelines for Filming in the City of Lancaster, Texas

## I. PURPOSE

The Guidelines contained in this policy are intended to create a program for promoting economic development activity within the **City of Lancaster** and the vicinity of the City. The following Guidelines are also intended to protect the personal and property rights of **City of Lancaster**, Texas residents and businesses, and to promote the public health, safety and welfare. The City Manager reserves the right to impose additional regulations in the interest of public health, safety and welfare, or if otherwise deemed appropriate by the City Manager.

These Guidelines cover requests for commercial use of city-owned property (including but not limited to streets, rights-of-way, parks, and/or public buildings), commercial use of private property which may affect adjacent public or private property, and the use of City equipment and personnel in all types of motion picture production, including, but not limited to, feature films, television programs, commercials, music videos and corporate films.

## II. CITY COUNCIL/CITY MANAGER AUTHORITY

The City Manager may authorize the use of any street, right-of-way, park, or public building, equipment or personnel for commercial uses in the filming or taping of movies, television programs, commercials, or training films and related activities. In conjunction with these uses, the City Manager may require that any or all of the conditions and/or remuneration Herein and as specified on the application be met as a prerequisite to that use.

The Applicant agrees that the **City of Lancaster** shall have exclusive authority to grant the Applicant the use of public streets, rights-of-way, parks and public buildings of the City, as well as authority to regulate the hours of production and the general location of the production. The City reserves the full and absolute right to prohibit all filming or to order cessation of filming in order to promote the public health, safety or welfare.

The Applicant shall allow City departments (e.g., Police, Fire, Building) to inspect all structures, property, devices and equipment to be used in connection with the filming and taping, as deemed appropriate by the City Manager.

## III. PERMIT REQUIREMENTS

Before filing an application for filming in **City of Lancaster**, the Office of the City Manager must be contacted to discuss the production's specific filming requirements and the feasibility of filming in **City of Lancaster, TX**.

Any commercial producer who desires to undertake a commercial production in **City of Lancaster** is required to complete and return the attached application for filming to the Office of the City Manager, within the time frames below:

- **Commercials or episodic television:** a minimum of two (2) business days prior to the commencement of filming or any substantial activity related to the project.
- **Feature films:** a minimum of five (5) business days prior to the commencement of filming or any substantial activity related to the project.

## IV. APPLICATION FEE

An application processing fee of \$25.00 should accompany each application for filming in **City of Lancaster**.

The City Manager may waive this fee upon proof of an organization's non-profit status or for any other reason deemed appropriate by the City Manager.

## V. USE OF CITY EQUIPMENT AND PERSONNEL

The Applicant shall pay for all costs of any Police, Fire, Public Works, or other City personnel assigned to the project (whether or not specifically requested by the production). Remuneration rates for the use of

any City equipment, including police cars and fire equipment, will be established on a case-by-case basis as determined by the City Manager. The Applicant shall pay all costs in full within ten (10) days after receipt of an invoice for said costs. The City Manager may, at his/her discretion, require an advance deposit for all costs related City personnel and/or the use of City equipment.

The City Manager, in consultation with the Chief of Police and/or Fire Chief, shall have the authority to stipulate additional fire or police requirements and level of staffing for same, at any time during a film project if it is determined to be in the best interest of public health, safety and welfare, which costs all be borne entirely by the Applicant.

Off-duty police officers and firefighters shall be paid by the production company at a rate no less than one and one-half times their hourly rate.

#### **VI. USE OF CITY-OWNED REAL ESTATE**

The City Manager may authorize the use of any street, right-of-way, park or public building, use of **City of Lancaster**, Texas name, trademark or logo and/or use of City equipment and/or personnel for commercial uses in motion picture production. In conjunction with these uses, the City Manager may require that any or all of the conditions and/or remuneration as specified herein and on the application be met as a prerequisite to that use. A security or damage deposit may be required within the discretion of the City Manager.

The Applicant shall reimburse the City for inconveniences when using public property. Following is the rate schedule:

<u>Activity</u>	<u>Cost per calendar day</u> <u>maximum of _hours/day</u>
Total or disruptive use (regular operating hours) of a public building, park, right-of-way, or public area	\$500 per day
Partial, non-disruptive use of a public building, park, right-of-way, or public area	\$250 per day
Total closure or obstruction of public street or right-of-way, including parking lots and on-street parking	\$50 per block, per day
Partial closure or obstruction of public street or right-of-way including parking lots and on-street parking	\$25 per block, per day
Use of City parking lots, parking areas, and City streets (for the purpose of parking film trailers, buses, catering trucks, and other large vehicles)	\$50 per block or lot, per day

The Applicant acknowledges and agrees that the **City of Lancaster**, Texas, possesses and retains exclusive authority to grant the Applicant a revocable license for the use of its name, trademark, and logo, public streets, rights-of-way, parks and buildings of the City as well as control over the hours of production and the general location of the production. The City reserves the full and absolute right to prohibit all filming or to order cessation of filming activity in order to promote the public health, safety and/or welfare.

#### **VII. VEHICLES AND EQUIPMENT**

The Applicant shall provide a report listing the number of vehicles and types of equipment to be used during the filming, including proposed hours of use and proposed parking locations. Such locations will need to be specifically approved by the City Manager. On-street parking or use of public parking lots is

subject to City approval.

The use of exterior lighting, power generators or any other noise- or light-producing equipment requires on-site approval of the City Manager.

#### **VIII. HOURS OF FILMING**

Unless express written permission has been obtained from the City Manager in advance, and affected property owners, tenants and residents have been notified, filming will be limited to the following hours:

Monday through Friday: 7:00 a.m. to 9:00 p.m.

Saturday, Sunday and holidays: 8:00 a.m. to 8:00 p.m.

#### **IX. NOTIFICATION OF NEIGHBORS**

The Applicant shall provide a short written description, approved by the City Manager, of the schedule for the proposed production to the owners, tenants and residents of each property in the affected neighborhood(s). The Applicant, or his or her designee, shall make a good faith effort to notify each owner, tenant and resident of all such property, and shall submit, as part of this application, a report noting owners, tenants and/or residents' comments, along with their signatures, addresses and phone numbers. Based upon this community feedback, and other appropriate factors considered by the City Manager, the City Manager may grant or deny the filming application.

#### **X. CERTIFICATE OF INSURANCE**

The Applicant shall attach a valid certificate of insurance, issued by a company authorized to conduct business in the state of Texas, naming the City of **Lancaster** and its agents, officers, elected officials, employees and assigns, as additional insured, in an amount not less than \$1,000,000 general liability, including bodily injury and property damage with a \$5,000,000 umbrella; and automobile liability (if applicable) in an amount not less than \$1,000,000 including bodily injury and property damage.

#### **XI. DAMAGE TO PUBLIC OR PRIVATE PROPERTY**

The Applicant shall pay in full, within ten (10) days of receipt of an invoice, the costs of repair for any and all damage to public or private property, resulting from or in connection with, the production, and restore the property to its original condition prior to the production, or to better than original condition.

## XII. HOLD HARMLESS AGREEMENT

The Applicant shall sign the following Hold Harmless Agreement holding the City harmless from any claim that may arise from their use of designated public property, right-of-way, or equipment in conjunction with the permitted use:

*I certify that I represent the firm which will be performing the filming/taping at the locations specified on the attached permit application. I further certify that I and my firm will perform in accordance with the directions and specifications of The City of **Lancaster**, Texas, and that I and my firm will indemnify and hold harmless the City of **Lancaster**, Texas and its elected officials, officers, servants, employees, successors, agents, departments and assigns from any and all losses, damages, expenses, costs and/or claims of every nature and kind arising out of or in connection with the filming/taping and other related activities engaged in pursuant to this Application.*

*I further certify that the information provided on this Application is true and correct to the best of my knowledge, and that I possess the authority to sign this and other contracts and agreements with the City of **Lancaster**, Texas on behalf of the firm.*

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**THE CITY OF LANCASTER, TX**  
**Application for Commercial  
Filming**

Title of project

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Type of production (feature film, television production, commercial, corporate, music video, etc.)

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Proposed Filming Locations (attach additional pages if necessary)

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Date(s) of prep/filming

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Primary Contact

Name

Cell phone

Email

Location Manager (if different from Primary Contact)

Name

Cell phone

Email

Production Company Information

Name of Production Company

Address

City/State/Zip

Web Site

Primary Contact's Name  
Primary Contact's Phone  
Primary Contact's Email

Is this production already in contact with the Texas Film Commission? \_\_\_\_\_

If yes, who is your contact at the Texas Film Commission?

Name

Phone

Email

**PRODUCTION** *(Attach additional sheets if necessary.)*

1. Production schedule and activities, including stunts, pyrotechnics, special effects, aerial photography, amplified sound or use of animals: (Give dates and times and rain dates. Hours should include set-up, holding of sets and restoration.)

2. Approximate number of persons involved with the production, including cast and crew:

3. Anticipated need of City personnel, equipment or property:

4. Public areas in which public access will be restricted during production:

5. Describe alterations to public property:

6. Number and type of production vehicles to be used and location(s) where vehicles will be parked:

7. Location where crew will be fed, if not at filming location:

8. Location where extras will be held, if not at filming location:

9. Please attach map of anticipated street closure(s) or other public area use.

Applicant (production company representative):

\_\_\_\_\_ Date: \_\_\_\_\_

Name

\_\_\_\_\_

Title

Application approved by **City of Lancaster** representative:

\_\_\_\_\_ Date: \_\_\_\_\_

*The "Guidelines for Filming in **City of Lancaster, Texas**" apply to all motion picture production in **City of Lancaster**.*

*The Office of the City Manager may require the applicant to acknowledge receipt of the Guidelines prior to approving this application.*

## LANCASTER CITY COUNCIL

### City Council Special Meeting

2.

**Meeting Date:** 12/04/2017

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

**Goal(s):** Financially Sound Government  
Sound Infrastructure

**Submitted by:** Kellen Benbrook, Airport Manager

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#### **Agenda Caption:**

Consider a resolution approving the terms and conditions of the Grant Agreement for the Routine Airport Maintenance Program by and between the City of Lancaster, as Airport Sponsor, and the Texas Department of Transportation, on behalf of the State of Texas; authorizing matching funds in the amount of fifty thousand dollars (\$50,000.00) at the Lancaster Regional Airport.

#### **Background:**

The Routine Airport Maintenance Program (RAMP) is a 50/50 match grant program designed by the Texas Department of Transportation (TxDOT) for smaller Texas airports to assist with routine maintenance requirements. Lancaster Regional Airport has fully participated in and benefited from this program in past years. This grant program supplements airport revenues in maintenance of the airport and defraying fifty percent (50%) of the cost.

#### **Operational Considerations:**

Utilization of the RAMP grant has assisted with the routine maintenance and upkeep on the five city-owned T-hangars, repairs to airfield lighting, and pavement repairs. Over the past few years multiple taxi-lane pavement have been repaired utilizing RAMP grant funds. The fiscal year 2018 RAMP grant is planned to be used on the following maintenance and improvement items: airfield repairs, constructing a shop, weather station data & maintenance, and annual fuel meter calibrations.

#### **Legal Considerations:**

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

#### **Public Information Considerations:**

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

#### **Fiscal Impact:**

The City match is fifty thousand dollars (\$50,000) and is included in the FY 2017/2018 budget.

#### **Options/Alternatives:**

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

**Recommendation:**

Staff recommends adoption of the resolution approving the Routine Airport Maintenance Program grant agreement and authorizing matching funds in the amount of fifty thousand dollars (\$50,000.00).

**Attachments**

Resolution

Exhibit A

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**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE ROUTINE AIRPORT MAINTENANCE PROGRAMS (RAMP) GRANT AGREEMENT FOR THE ROUTINE AIRPORT MAINTENANCE PROGRAM BY AND BETWEEN THE CITY OF LANCASTER, AS AIRPORT SPONSOR, AND THE TEXAS DEPARTMENT OF TRANSPORTATION, ON BEHALF OF THE STATE OF TEXAS; AUTHORIZING MATCHING FUNDS IN THE AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00) AT LANCASTER REGIONAL AIRPORT; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Texas Department of Transportation provides fifty percent matching grants under the Routine Airport Maintenance Program; and

**WHEREAS**, the Lancaster Regional Airport is in need of ongoing routine airport maintenance; and

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

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

**SECTION 1.** The City Council hereby approves the terms and conditions of the grant agreement for the FY 2017/2018 Routine Airport Maintenance Program, by and between the City of Lancaster, Texas, and the Texas Department of Transportation, attached hereto and incorporated herein by reference as Exhibit "A".

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

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

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

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

**DULY PASSED** and approved by the City Council of the City of Lancaster, Texas, on this the 4th day of December, 2017.

**ATTEST:**

**APPROVED:**

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Sorangel O. Arenas, City Secretary

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Marcus E. Knight, Mayor

**APPROVED AS TO FORM:**

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David T. Ritter, City Attorney

**TEXAS DEPARTMENT OF TRANSPORTATION  
GRANT FOR ROUTINE AIRPORT MAINTENANCE PROGRAM  
(State Assisted Airport Routine Maintenance)**

**TxDOT Project ID.: M1818LNCA**

**Part I - Identification of the Project**

TO: The City of Lancaster, Texas

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

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

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

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

**Part II - Offer of Financial Assistance**

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

State financial assistance granted will be used solely and exclusively for airport maintenance and other incidental items as approved by the State. Actual work to be performed under this agreement is found on Attachment A, Scope of Services. State financial assistance, Amount B, will be for fifty percent (50%) of the eligible project costs for this project or \$50,000.00, whichever is less, per fiscal year and subject to availability of state appropriations.

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

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

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

Work shall be accomplished by August 31, 2018, unless otherwise approved by the State.

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

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

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

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

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

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

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

5. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost. Reimbursement requests for locally contracted work shall be submitted on forms provided by the State and shall include copies of the invoices for materials or services. Payment shall be made for no more than 50% of allowable charges.

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

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

### **Part III - Sponsor Responsibilities**

1. In accepting this Grant, if applicable, the Sponsor guarantees that:
  - a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Grant; and
  - b. the Airport or navigational facility which is the subject of this Grant shall be controlled by the Sponsor for a period of at least 20 years; and
  - c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Grant; and
  - d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and
  - e. it shall not enter into any agreement nor permit any aircraft to gain direct ground access to the sponsor's airport from private property adjacent to or in the immediate area of the airport. Further, Sponsor shall not allow aircraft direct ground access to private property. Sponsor shall be subject to this prohibition, commonly known as a "through-the-fence operation," unless an exception is granted in writing by the State due to extreme circumstances; and

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

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

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

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

#### **Part IV - Nomination of the Agent**

1. The Sponsor designates the State as the party to receive and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.
2. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent to perform the following services:
  - a. accept, receive, and deposit with the State any and all project funds granted, allowed, and paid or made available by the Sponsor, the State of Texas, or any other entity;
  - b. enter into contracts as necessary for execution of scope of services;
  - c. if State enters into a contract as Agent: exercise supervision and direction of the project work as the State reasonably finds appropriate. Where there is an irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor or any service provider, the State shall issue a written order which shall prevail and be controlling;
  - d. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with the State approved contracts;
  - e. obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
  - f. reimburse sponsor for approved contract maintenance costs no more than once a month.

#### **Part V - Recitals**

1. This Grant is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.
2. It is the intent of this grant to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this grant be in addition to those local funds normally dedicated for airport maintenance.

3. This Grant is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Grant or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.
  - a. Of primary importance to the State is compliance with the terms and conditions of this Grant. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Grant, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Grant, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Grant, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Grant null and void, or (5) any other remedy available at law or in equity.
  - b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Grant, or for enforcement of any of the provisions of this Grant, is specifically set by Grant of the parties in Travis County, Texas.
4. The State reserves the right to amend or withdraw this Grant at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.
5. This Grant constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.
6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

**Part VI - Acceptances**

**Sponsor**

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

Executed this 4th day of December, 2017.

The City of Lancaster, Texas

Sponsor

Witness Signature

Sponsor Signature (Opal Mauldin-Jones)

City Manager

Witness Title

Sponsor Title

**Certificate of Attorney**

I, David T. Ritter, acting as attorney for the City of Lancaster, Texas, do certify that I have fully examined the Grant and the proceedings taken by the Sponsor relating to the acceptance of the Grant, and find that the manner of acceptance and execution of the Grant by the Sponsor, is in accordance with the laws of the State of Texas.

Dated at \_\_\_\_\_, Texas, this 4th day of December, 2017.

Witness Signature

Attorney's Signature

Witness Title

**Acceptance of the State**

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

STATE OF TEXAS

TEXAS DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment A**

**Scope of Services**  
**TxDOT Project ID: M1818LNCA**

<b>Eligible Scope Item</b>	<b>Estimated Costs Amount A</b>	<b>State Share Amount B</b>	<b>Sponsor Share Amount C</b>
<b>GENERAL MAINTENANCE</b>	\$100,000.00	\$50,000.00	\$50,000.00
<b>TOTAL</b>	\$100,000.00	\$50,000.00	\$50,000.00

Accepted By: The City of Lancaster, Texas

\_\_\_\_\_  
Signature

Title: City Manager

Date: December 4, 2017

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

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

## CERTIFICATION OF AIRPORT FUND

TxDOT Project ID: M1818LNCA

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

The City of Lancaster, Texas

(Sponsor)

By: Opal Mauldin-Jones

Title: City Manager

Date: December 4, 2017

### Certification of State Single Audit Requirements

I, Baron Sauls, do certify that the City of Lancaster, Texas,

(Designated Representative)

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Director of Finance

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE**

TxDOT Project ID: M1818LNCA

The City of Lancaster, Texas, designates, Kellen Benbrook, Airport Manager  
(Name, Title)

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

The City of Lancaster, Texas  
(Sponsor)

By: Opal Mauldin-Jones

Title: City Manager

Date: \_\_\_\_\_

**DESIGNATED REPRESENTATIVE**

Mailing Address: 730 Ferris Road, Suite 102  
Lancaster, Texas 75146  
\_\_\_\_\_  
\_\_\_\_\_

Overnight Mailing Address: 730 Ferris Road, Suite 102  
Lancaster, Texas 75146  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number: 972-218-1273

Fax Number: 972-218-7501

Email Address: kbenbrook@lancaster-tx.com

## LANCASTER CITY COUNCIL

### City Council Special Meeting

3.

**Meeting Date:** 12/04/2017

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

**Goal(s):** Financially Sound Government

**Submitted by:** Kellen Benbrook, Airport Manager

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#### **Agenda Caption:**

Consider a resolution terminating the terms and conditions of the City owned terminal building commercial lease agreement by and between the City of Lancaster and Skyline Aviation Incorporated from building 730, Suites 201, 202 & 203 at the Lancaster Regional Airport.

#### **Background:**

Skyline Aviation Incorporated, signed a commercial lease April, 10, 2017 with the City of Lancaster to lease office spaces for a flight school to be located at Lancaster Regional Airport. The initial lease term expires April 30, 2020. Due to hardships including difficulty acquiring flight instructors and financial setbacks, they have requested early termination of the lease effective, December 31, 2017.

Under the current agreement, the following outlines termination:

#### **ARTICLE 12. TERMINATION**

A. Mutual written agreement of the parties allows the contract to be terminated prior to the end of the contract term.

#### **Operational Considerations:**

Termination of the lease agreement would allow for another tenant to potentially lease the space.

#### **Legal Considerations:**

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

#### **Public Information Considerations:**

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

#### **Fiscal Impact:**

Terminating the lease early does fail to bring in the projected revenues for the remaining years of the lease, however, Skyline Aviation Inc. is currently delinquent on the lease and may force the City of Lancaster to evict them from the premises. This could simplify the eviction process and save the City money on legal costs. It also opens up the space to be leased to another tenant to provide both lease and fuel sales income to Lancaster Regional Airport.

The current tenant will bring their delinquency current through the December 31, 2017 early termination date.

**Options/Alternatives:**

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

**Recommendation:**

Staff recommends approval of the resolution.

**Attachments**

Resolution

Exhibit 1

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**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, TERMINATING THE TERMS AND CONDITIONS OF THE CITY OWNED TERMINAL BUILDING COMMERCIAL LEASE WITH SKYLINE AVIATION, INC. FROM BUILDING 730, SUITES 201, 202 & 203 AT LANCASTER REGIONAL AIRPORT; AUTHORIZING THE CITY MANAGER TO TERMINATE SAID LEASE EFFECTIVE DECEMBER 31, 2017.**

**WHEREAS**, The Lancaster Regional Airport has terminal building office space available for monthly rental and revenue gain; and

**WHEREAS**, the City Council of Lancaster, Texas, desires to terminate the commercial lease with Skyline Aviation, Inc. pursuant to the terms and conditions of the Airport Terminal Lease Agreement attached as Exhibit "1" provided that Skyline Aviation, Inc. make current any and all rents, fees, and delinquencies due to the City of Lancaster up to and including December 31, 2017;

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

**SECTION 1.** That the City terminal building commercial lease agreement attached hereto and incorporated herein by reference as Exhibit "1" is hereby, in all things terminated as of December 31, 2017.

**SECTION 2.** That the City Manager is hereby authorized to terminate said lease agreement effective December 31, 2017.

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

**DULY PASSED** and approved by the City Council of the City of Lancaster, Texas, on this the 4th day of December, 2017.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Sorangel O. Arenas, City Secretary

\_\_\_\_\_  
Marcus E. Knight, Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
David T. Ritter, City Attorney

STATE OF TEXAS                   §  
   §  
 COUNTY OF DALLAS           §                   **AIRPORT TERMINAL LEASE AGREEMENT**

**THIS AIRPORT TERMINAL SPACE LEASE AGREEMENT** ("Lease") is made and entered into this 10<sup>th</sup> day of April, 2017, by and between the **CITY OF LANCASTER**, a Texas Home-rule Municipal Corporation ("City" or "Lessor") and **SKYLINE AVIATION INC.**, a Texas corporation ("Lessee").

**WITNESSETH:**

**WHEREAS**, City is the owner and operator of the Lancaster Regional Airport ("Airport") which is located in the City of Lancaster , Dallas County, State of Texas; and

**WHEREAS**, Lessee desires to lease and use the Leased Premises (defined below) for the conduct of an aviation related activity and associated uses as authorized herein; and

**WHEREAS**, in accordance with the provisions contained within this Lease, City desires to allow Lessee to use the Property for the foregoing purpose;

**NOW, THEREFORE**, for and in consideration of the rental payments, covenants, promises, and agreements contained herein, and for other good and valuable consideration, City and Lessee agree as follows:

**ARTICLE 1**  
**DEFINITIONS**

As used in this Lease, the following words and phrases shall have the following meanings unless the context clearly indicates otherwise:

*Airport* means the Lancaster Regional Airport, located at 730 Ferris Road, Suite 102, Lancaster, Texas 75146.

*FAR* means Federal Aviation Regulations.

*Hazardous Materials* is defined herein as that term is so defined by EPA, TCEQ, NFPA and City ordinances, inclusive.

*Initial Rent* means TWO THOUSAND SIXTY-FIVE AND 30/100 (\$2,265.30) per month during the Initial Term.

*Leased Premises* means an approximately 2,265.3 square foot space located within the Airport Terminal Building owned by City and located at 730 Ferris Road, Lancaster, Texas, said space being more commonly known as "Suites 201, 202, & 203" and generally depicted as set forth in Exhibit "A," attached hereto and incorporated herein by reference.

*Option Period Rent* means the amount to be paid monthly by Lessee to City during the Option Lease Term, which amount shall be TWO THOUSAND SIXTY-FIVE AND 30/100 (\$2,265.30).

*Rent* means, collectively, Initial Rent and Option Period Rent.

## **ARTICLE 2 PREMISES LEASED**

**2.1 Lease Created:** City hereby leases to Lessee, and Lessee hereby leases the Leased Premises from City, in accordance with the terms and conditions of this Lease.

**2.2 Acceptance of Leased Premises Conditions:** By acceptance of this Lease, Lessee warrants and represents that Lessee:

A has carefully and completely examined and inspected the entire Leased Premises and is fully informed of the condition of the Leased Premises; and

B is completely satisfied as to the suitability of the Leased Premises for all of the activities contemplated by this Lease.

Lessee accepts possession of the Leased Premises as is, and subject to all limitations imposed upon the use thereof by the rules and regulations of the Federal Aviation Administration and by the ordinances of the City of Lancaster.

## **ARTICLE 3 USE OF LEASED PREMISES**

**3.1 Permitted Use:** Subject to the provisions of this Lease, Lessee is granted the right to use and occupy the Leased Premises for office uses related to the operation of an aviation-related business including, but not limited to, FAR Part 141 and 61 flight and ground training, FAR Part 142 simulator school, FAR Part 135 Air Taxi/Charter, aircraft brokerage and sales, aircraft maintenance services, avionics services, aircraft management services, commercial pilot services, and resale of pilot training supplies and such other uses as approved from time to time by the Airport Manager in accordance with this Lease ("the Permitted Use"). Lessee agrees not to engage in any other activity on the Leased Premises other than the Permitted Use and agrees not to use, develop, or occupy the Leased Premises in any manner contrary to the Lancaster Regional Airport Layout Plan or Airport Minimum Standards for any purpose other than that specified in this Lease, without the prior express written consent of City.

**3.2 Ingress and Egress:** Lessee, its employees, customer, guests, patrons, suppliers, vendors, and invitees shall have the right of ingress and egress to and from the Leased Premises. If the rights granted by this provision adversely affect Airport operations, City shall have the right, upon prior notice to Lessee, to restrict and/or limit hours in which such rights may be exercised, provided such restrictions do not unreasonably affect Lessee's ability to access and use the Leased Premises for the Permitted Uses.

**3.3 Quiet Enjoyment:** Upon payment of Rent and any required fees and the performance of the covenants, agreements, and conditions to be observed and performed by Lessee, Lessee shall peacefully and quietly have, hold, and enjoy the Leased Premises and privileges granted for the term of this Lease free from hindrance or interruption by City. Lessee agrees that temporary inconveniences such as noise, disturbances, traffic detours and the like, caused by or associated with the construction of Airport improvements or Airport events, shall not constitute a breach of quiet enjoyment of the Leased Premises, provided same do not materially adversely affect Lessee's ability to access and use the Leased Premises.

## **ARTICLE 4 TERM**

**4.1 Initial Lease Term:** The initial term of this Lease shall be three (3) years commencing on May 1, 2017, and ending on April 30, 2020, ("the Initial Lease Term") unless sooner terminated in accordance with the provisions hereof.

**4.2 Optional Extension of Term by Lessee:** Lessee shall have the right to extend the term of this Lease for a three year period beginning May 1, 2020, and ending April 30, 2023, ("the Option Lease Term") upon Lessee delivering written notice to the City to exercise the option, which notice must be delivered to the City not later than January 30, 2020.

**4.3. Right of First Refusal:** If prior to end of the Initial Lease Term or Option Lease Term, as applicable, City receives a solicited or unsolicited proposal from a third-party for the lease of the Leased Premises that City finds desirable and acceptable, City agrees to provide a copy of such proposal to Lessee. Not later than ten (10) days after delivery of such proposal to Lessee, Lessee shall notify City that it will enter into an agreement with the City on substantially the same terms as contained in the third-party proposal ("the Right of First Refusal"). Lessee's failure to enter such agreement within twenty (20) days after notifying City of its desire to enter such agreement shall terminate Lessee's right to enter such agreement as provided in this Section 4.3. Notwithstanding the above provisions, the Right of First Refusal granted in this Section 4.3 shall not be effective if:

A. Lessee is in default of this Lease at the time of receipt of the third-party proposal; or

B. During the term of this Lease, Lessee has been declared by City to be in default of this Lease three or more times and has provided a notice of default to Lessee, notwithstanding that Lessee may have cured said defaults to avoid termination of this Lease; or

C. Lessee has been delinquent on the payment of Rent more than three (3) times during the term of this Lease.

**4.4 Holdover:** In the event Lessee should hold over and remain in possession of the Leased Premises after the expiration of the term of this Lease or termination for any other cause,

such holding over shall not be deemed to operate as a renewal or extension of this Lease and shall create a tenancy-at-will which may be terminated at any time by the Airport Manager or Lessee by providing one (1) day's written notice. The rents, fees, and/or other charges paid during the holding over period shall be equal to 150% of the monthly rents, fees, and/or other charges that were being charged by City at the time the Lease expired or was terminated.

## **ARTICLE 5 RENT**

**5.1 Amount of Rent:** For the use and occupancy of the Leased Premises, Lessee agrees to pay Rent to the City as follows:

- A. For the period Initial Lease Term, Lessee will pay the Initial Rent.
- B. For the Option Lease Term, Lessee shall pay the Option Period Rent.

**5.2 Payment of Rent:** Rent shall be paid not later than the first (1<sup>st</sup>) day of each calendar month during the term of this Lease, with the first payment of Initial Rent being due on April 1, 2017, and a payment of Rent being due on the first (1<sup>st</sup>) day of each month thereafter during the Initial Lease Term and, if applicable, the Option Lease Term.

**5.3 Setoffs:** During the first three months of the initial term receipts for any improvements made to the leased premises may be turned in to the Airport Manager for a reimbursement check to be paid within two weeks of submission. During the first three years of the initial term a rent rebate shall be authorized quarterly from the start date of the lease based off fuel purchased from the Airport. Rent rebate shall follow this schedule:

Term	Percent Rebated	Dollars	Minimum gallons
1st Yr	25% Rebate:	\$1,698.94	if 2,340g/qtr purchased
	50% Rebate:	\$3,397.88	if 4,680g/qtr purchased
2nd Yr	17% Rebate:	\$1,155.28	if 2,340g/qtr purchased
	33% Rebate:	\$2,242.60	if 4,680g/qtr purchased
3rd Yr	9% Rebate:	\$611.62	if 2,340g/qtr purchased
	16% Rebate:	\$1,087.32	if 4,680g/qtr purchased

After the first three years, payment of Rent shall be absolutely net to City and shall be made without any abatement, deductions, reductions, set offs, or counterclaims of any kind.

**5.4 Late Charges:** A late charge of Ten Percent (10%) shall be automatically added to any installment of Rent not received by City by the close of business of the 10<sup>th</sup> day of the month in which it is due. The late charge shall become part of the Rent due and owing to City. Only one late charge shall be assessed on each delinquent payment of Rent.

**5.5 Payment Location:** All payments of Rent or other amounts due under this Lease, if any, shall be made to City of Lancaster and sent to the attention of the Finance Department at P.O. Box 940, Lancaster, Texas 75146 or to such other place as City may in writing direct

Lessee from time to time. The failure to make any payment of any amount due under this Lease when due may result in a termination of the Lease as provided in Article 12.

**5.6 Interest on Unpaid Delinquent Amounts:** Any amount of Rent or other fees or charges Lessee is required to pay City pursuant to this Lease and that remains unpaid for more than thirty (30) days after the amount was due shall accrue interest beginning on the 31<sup>st</sup> day after the payment was due at a rate equal to the lesser of (a) 18% or (b) the greatest amount allowed by law.

## **ARTICLE VI LESSEE'S OPERATIONS**

**6.1 Conduct:** Lessee shall take all reasonable measures to control the conduct, demeanor and appearance of its employees, agents, and invitees, while in the Leased Premises and ensure their compliance with all applicable federal, state, and local laws, ordinances, and regulations related to Lessee's use of the Leased Premises. Lessee will further conduct itself, and cause its employees, agents and invitees to conduct themselves, with full regard for the rights, convenience and welfare of all other tenants in the Terminal Building and on the Airport. All employees having contact with the public shall be courteous, clean, appropriately attired, and neat in appearance. Lessee agrees that it shall not permit any loud, abusive or obscene language or offensive acts or conduct on the Leased Premises by its employees. Should any employee or agent of Lessee fail to conduct themselves in accordance with the provisions of this Section 6.1, Lessee shall, upon written notice from City, take immediate corrective action with respect to such employee and otherwise take all reasonable steps necessary to resolve or remove the cause of the complaint.

**6.2 Relation to Others:** Lessee, for itself and its agents, and employees agree to maintain a friendly and cooperative, though competitive, relationship with other companies engaged in similar or like business or with other tenants on Airport property. Lessee shall not engage in open public disputes, disagreements, denigration or conflicts regarding activities at the Airport which would tend to deteriorate the quality of the service of Lessee or its competitors or other tenants or which would be incompatible with the best interest of the public at the Airport.

**6.3 Prohibited Activities:** Lessee shall not:

A. install or operate, or otherwise cause or authorize the installation or operation, of amusement machines, video or audio equipment (other than video or audio equipment related to any security or flight training system installed in the Leased Premises), automated teller machines, or vending machines in or upon the Leased Premises without the written approval of City; or

B. sell or serve, or authorize the sale or service, of alcoholic beverages, on the Leased Premises; or

C. sell, rent, or deliver, or authorize the sale, rental, or delivery, books, magazines or other printed matter, or photographs, films, motion pictures or video

cassettes which depict or describe sexual activities, or contain nudity or humans in a state of nudity, as those terms are defined in Lancaster Code of Ordinances §4.601, as amended; or

- D. bring or allow into the Leased Premises any animals;
- E. install in or upon the Leased Premises any fixtures, machines, tools, equipment, or other items of personal property; or
- F. drill or make any holes in any brick; or
- G. commit any waste; or
- H. make any material structural alterations or additions to the Leased Premises without the prior written consent of City.

## **ARTICLE 7. LESSEE MAINTENANCE OF LEASED PREMISES**

**7.1 Installation, Presence and Removal of Personal Property Lease:** Any personal property belonging to Lessee located on the Leased Premises located thereon shall be there at the sole risk of Lessee. City shall have no liability or responsibility for any theft, misappropriation or damage to any personal property belonging to Lessee or any customer of Lessee unless due to the willful misconduct of City. Lessee shall remove all equipment, trade fixtures, and systems owned by Lessee and installed in or upon the Leased Premises not later than five (5) days after termination or expiration of this Lease; provided, however, any such equipment, fixtures, or systems installed by Lessee that cannot be removed without permanently damaging the Leased Premises shall remain and become the sole property of City. Subject to the rights of any party holding a superior security interest in the equipment, fixtures, and systems, if Lessee fails to remove such property from the Leased Premises within five (5) days of termination or expiration of this Lease, then City retains the right to remove or have removed at the expense of Lessee all equipment, fixtures, and systems and Lessee agrees to pay City for such expense within fifteen (15) days after receipt of an invoice from City.

**7.2 Signs:** Lessee may, at its own expense and upon written approval by the Airport Manager (which shall not be unreasonably withheld), install signs in the Terminal Building at locations to be determined by the Airport Manager indicating the name, location, and hours of operation of Lessee's business in the Leased Premises. Such signs shall be consistent with the size, color, location, copy and manner of display of other signs throughout the Terminal Building. Lessee agrees to reimburse City for any damage or injury to the Leased Premises resulting from the installation, maintenance or removal of any such signs.

**7.3 Hazardous Materials:** Lessee shall not:

A. cause or allow any Hazardous Material, as defined in applicable federal or state laws or regulations, to be placed, stored, generated, used, released or disposed of, in, on, under, about, or transported from the Leased Premises; or

B. do, or allow to be done, any act, nor store any material, which will in any manner conflict with any term or provision of any policy of insurance insuring the Terminal Building or its contents.

**7.4 Utilities:** Lessee shall directly procure and promptly pay for all utilities and utility services including television, internet, and telephone charges relating to the Leased Premises during the Term of this Lease.

**7.5 General Maintenance:** Lessee shall, at all times and at its expense, keep and maintain the Leased Premises, including all structural and other improvements installed in the Leased Premises, together with all of its fixtures, plate and mirror glass, equipment and personal property therein, in good repair and in a clean and orderly condition and appearance. Lessee shall keep the areas immediately adjacent to the exits and entrances to the Leased Premises clean and orderly and free of obstructions.

**7.6 Preventive Maintenance:** Lessee shall maintain and repair all interior areas and surfaces of the Leased Premises, including sweeping, washing, servicing, repairing, replacing, cleaning and interior painting that may be required to properly maintain the Leased Premises in a safe, clean, wholesome, sanitary, orderly and attractive condition. Lessee shall establish an adequate preventive maintenance program and the provisions of which shall be subject to periodic review by City, and which shall include, without limitation, the cleaning and repair of all floors, interior walls, ceilings, lighting, decor and equipment. Regardless of Lessee's compliance with its preventive maintenance program, Lessee shall clean such surfaces and equipment immediately upon being instructed to do so by City or by other governmental agencies having such authority.

**7.7 Pest Control:** Lessee understands and acknowledges that City desires and intends to maintain a pest free environment within the entire Terminal Building. Lessee shall be solely responsible for a pest free environment within its Leased Premises by maintaining its own pest control services, in accordance with the most modern and effective control procedures applicable to the Permitted Use. All materials used in pest control shall conform to Federal, State, and City laws, regulations and ordinances. All control substances utilized shall be used with all precautions to obviate the possibility of accidents to humans, domestic animals and pets. Whenever City deems that pest control services must be provided to a building or area that includes the Leased Premises, Lessee shall pay for the costs of services provided for the Leased Premises.

**7.8 Quality of Work:** Lessee covenants and agrees to make all repairs necessary or advisable to keep the Leased Premises from deteriorating in value or condition and to restore and maintain the Leased Premises, with the exception of normal wear and tear and aging consistent with normal office usage and time. City shall have the right and privilege, through its agents and officials, to make inspections of the Leased Premises and thereafter to make recommendations to

Lessee of any repairs that in City's opinion are necessary to be performed by Lessee in the Leased Premises in accordance with the provisions of this Lease. Lessee agrees to complete such recommended repairs not later than the thirtieth (30) day after the date that such recommendations are made. Such repairs shall be made in an expeditious and workmanlike manner. In the event Lessee fails to commence such recommended repairs within the time required, City may, within its sole discretion, make such repairs as it deems necessary for and on behalf of Lessee; and, in such event, the cost of such repairs shall be paid by Lessee not later than ten (10) days following receipt of a written request from City for reimbursement of such repair costs..

**7.9 Refuse Disposal:** Lessee shall immediately clean up all refuse, rubbish, scrap material and debris caused or generated by its use of the Leased Premises, so that the Leased Premises shall at all times present a clean, neat, sanitary and orderly appearance. Lessee shall provide and use covered receptacles of all garbage, trash and other refuse at the Leased Premises provided on the exterior of the Terminal Building. Lessee shall not use any trash receptacles located on the interior of the Terminal Building but exterior to the Leased Premises for depositing trash and other refuse. Lessee shall not allow boxes, cartons, barrels, or other items to accumulate in or upon the Leased Premises in an unsightly manner or in a manner that may pose a safety hazard of any kind. In the event City discontinues providing garbage removal services as it is currently providing, Lessee shall ensure the proper storage and removal from the Airport of all garbage, debris and other waste materials, whether solid or liquid, generated by or arising out of the operations and activities occurring on the Leased Premises, whether by Lessee or a third party occupying the Leased Premises. With respect to recyclable products, Lessee agrees to participate in the City's recycling program by depositing all recyclable products in the appropriate recycling container in lieu of the other trash receptacles.

## **ARTICLE 8. CITY MAINTENANCE OF AIRPORT**

**8.1 City Authority:** While the Airport Manager has the authority to manage the Airport (including the authority to interpret, administer, and enforce agreements and policies and the authority to permit temporary, short-term occupancy/use of Airport property), Lessee understands and acknowledges that the ultimate authority to grant the occupancy/use of Airport land and/or improvements and/or the right to engage in an Aeronautical Activity at the Airport, and to approve, adopt, amend, or supplement any Lease, policy, or practice relating thereto is expressly reserved to City through the City Council.

**8.2 Terminal Building Maintenance:** City agrees, at City's sole expense, to maintain and repair the structural parts of the Terminal Building and other improvements exterior to the Leased Premises (including, without limitation, the roof, foundation and bearing and exterior walls, windows, window glass, plate glass, doors, pest control and extermination) and the parking lot, drives, sidewalks and common areas.

**8.3 HVAC and Electricity:** So long as Lessee is not in default of this Lease, City shall furnish the Leased Premises during reasonable and usual business hours the following services at Lessor's sole expense:

A. Heat and air conditioning during the customary periods of the year when and to the same extent City furnishes heat and air-conditioning for other portions of the Terminal Building' and

B. Electric current consisting of one hundred and ten (110) volt, sixty (60) cycle service for lighting and ordinary business appliances.

**8.4 Airport Development:** City reserves the right, but shall not be obligated to Lessee, to develop and/or improve the landing areas and/or other portions of the Airport as City determines in its sole discretion. City reserves the right to close any portion of the Airport and/or any of the facilities located thereon when it deems that such action is reasonably necessary to maintain, repair, or develop the Airport and/or facilities located thereon and/or for the safety of the general public; provided, however, that except in times of temporary emergency, adverse weather conditions, or public calamity, City shall use its best efforts at all times to keep the Airport open with sufficient access to, and use of, the Leased Premises by Lessee for the Permitted Use. City shall provide advance notice of any closures of the Airport to the extent possible.

**8.5 War, National Emergency, Riot, or Natural Disaster:** During time of war, national emergency, riot or natural disaster, City shall have the right to lease the Airport or any part thereof to the United States or the State of Texas for government or military use. In this case, any provisions of this Lease which are inconsistent with the provisions of any lease with a government entity shall be suspended for the term of the lease with the government entity.

**8.6 Access to the Leased Premises:** City and/or its representatives shall have the right to enter the Leased Premises at all times and for any purpose necessary, incidental to, or connected with the performance of Lessee and/or City's obligations under this Lease. City shall provide three (3) hours advance written notice (which shall include email transmission) prior to entering any non-public area except when City determines that emergency circumstances due to safety concerns require immediate entry without prior notice. Nothing herein shall be construed as restricting City and or its employees or agents from entering any part of the Leased Premises for purposes of carrying out any inspection related to the enforcement of City's ordinances and regulations.

**8.7 Performance of Acts:** All acts performable under this Lease by City or City Council may, at the option of City and without right of objection by Lessee, be performed by a representative or delegate of City.

**8.8 Exercising Rights:** No exercise of any rights reserved by City herein shall be deemed or construed as an eviction of Lessee nor shall such exercise be grounds for any abatement of rents, fees or charges nor serve as the basis for any claim or demand for damages of any nature whatsoever, unless such exercise materially interferes with the rights granted Lessee in this Lease.

**8.9 Rights in Addition to Others:** The rights and reservations set forth in Sections 8.1 through 8.8, inclusive, are in addition to all other rights and privileges reserved by City including those outlined under Federal and/or State Sponsor Assurances.

## **ARTICLE 9. ADDITIONAL LESSEE OBLIGATIONS**

**9.1 Taxes, Assessments, and Fees:** Lessee shall pay and discharge all taxes, assessments or other fees whether general or special, ordinary or extraordinary, charged by any government or quasi-governmental entity relating directly to the Leased Premises and/or the Permitted Use conducted at the Airport including leasehold (or possessory interest tax), personal property, income, excise, or any other business tax, assessment, or fee, as applicable. The foregoing notwithstanding, Lessee shall have the right, before delinquency occurs, of protesting, contesting, objecting to or opposing the legality or amount of any such tax, assessment or fee which Lessee deems, in good faith, are illegal or excessive; and in the event of such contest, Lessee may, to the extent provided by law, defer the payment of any such tax, assessment or fee. However, Lessee shall deposit with City that amount of any taxes that are not the subject of any contest and which are not in dispute to be held by City, in trust, until the conclusion of any tax contest and payment of any final determination.

**9.2 Costs, Expresses, and Other Charges:** Lessee shall pay all required costs, expenses and other charges or obligations of every kind and nature whatsoever relating to the Leased Premises and/or the Permitted Use, which may arise or become due during the term of this Lease.

**9.3 Non-Discrimination:** Lessee, in the conduct of its authorized use of the Leased Premises and/or on the Airport, shall furnish service on a fair, equal and just basis to all users thereof and shall charge fair and reasonable prices for each unit of sale or service; provided, however, that Lessee shall be allowed to make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchases, or classes of purchasers. Lessee further agrees as follows:

A. Lessee, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

(1) no person on the grounds of race, color, gender or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;

(2) in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination; and

(3) Lessee shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in

Federally Assisted Programs of the Department of Transportation and as said regulations may be amended. In the event of breach of any of the preceding nondiscrimination covenants, Lessee agrees that City has the right to take such action against Lessee as the Federal government may direct to enforce this covenant, including termination of this Lease.

B. In accordance with these requirements, Lessee shall not discriminate in any manner against any employee or applicant for employment because of political or religious opinion or affiliation, sex, race, creed, color or national origin and further, Lessee shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

**9.4 Insurance:** Prior to the Effective Date of this Lease, without limiting any of the other obligations or liabilities of Lessee during the term of this Lease, Lessee shall purchase and maintain the herein stipulated minimum insurance with companies duly approved to do business in the State of Texas and satisfactory to City. Certificates of each policy shall be delivered to City before any Effective Date of this Lease, along with a written statement from the issuing company stating that said policy shall not be canceled, non-renewed or materially changed without thirty (30) days advance written notice being given to City, except when the policy is being canceled for nonpayment of premium, in which case ten (10) days advance written notice is required. Prior to the effective date of cancellation, Lessee must deliver to City a replacement certificate of insurance or proof of reinstatement.

A. The types and minimum amounts of coverage shall be as follows:

(1). Commercial General Liability Insurance, including independent contractor's liability and contractual liability covering, but not limited to, the liability assumed under the indemnification provisions of this Lease, fully insuring Lessee's liability for injury to or death of City's employees and any third parties, extended to include personal injury liability coverage, with damage to property of third parties, with minimum limits as set forth below:

General Aggregate	\$1,000,000
Products-Components Operations Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
Medical Expense (any one person)	\$5,000

(2). Comprehensive Automobile and Truck Liability Insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage minimum limit of \$500,000 per occurrence; or separate limits of \$250,000 for bodily injury (per person), \$500,000 bodily injury (per

accident), and \$100,000 for property damage. Such insurance shall include coverage for loading and unloading hazards.

(3). Workers Compensation – Statutory

(4) If owning or operating aircraft on the Airport, Aircraft Liability Insurance with coverage for bodily injury and property damage, including passengers, with a combined single limit of not less than \$1,000,000.

B. Each insurance policy to be furnished by Lessee shall include the following conditions by endorsement to the policy:

(1) Name the City as an additional insured as to all applicable coverage (except Workers Compensation);

(2) The term "City" shall include all authorities, boards, commissions, divisions, departments and offices of City and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of City;

(3) The policy phrase "other insurance" shall not apply to City where City is an additional insured on the policy; and

(4) All provisions of this Lease concerning liability, duty and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

C. Insurance furnished by Lessee shall be in accordance with the following requirements:

1. Any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by Lessee. City's decision thereon shall be final;

2. All liability policies required herein shall be written with an "occurrence" basis coverage trigger.

D. Lessee hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against City, it being the intention that the insurance policies shall protect all parties to the Lease and be primary coverage for all losses covered by the policies.

E. Companies issuing the insurance policies and Lessee shall have no recourse against City for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of Lessee.

F. Approval, disapproval or failure to act by Lessee regarding any insurance supplied by Lessee shall not relieve Lessee of full responsibility or liability for damages and accidents as set forth in this Lease. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate Lessee from liability.

G. No special payments shall be made for any insurance that Lessee is required to carry; all are included in the agreement price and the agreement unit prices.

H. Any of such insurance policies required under this section may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

#### **ARTICLE 10. INDEMNIFICATION**

**LESSEE AGREES TO INDEMNIFY, PROTECT, DEFEND, SAVE AND COMPLETELY HOLD HARMLESS CITY AND ITS CITY COUNCIL (INDIVIDUALLY AND COLLECTIVELY), REPRESENTATIVES, OFFICERS, OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS (HEREINAFTER REFERRED TO COLLECTIVELY IN THIS ARTICLE AS "CITY") FROM ANY AND ALL LIENS, CLAIMS, CHARGES, ENCUMBRANCES, DEMANDS, DAMAGES, FINES, OBLIGATIONS, SUITS, JUDGMENTS, PENALTIES, CAUSES OF ACTION, LOSSES, LIABILITIES, ADMINISTRATIVE PROCEEDINGS, ARBITRATION, OR COSTS OF ANY NATURE WHATSOEVER INCLUDING REASONABLE ATTORNEY'S FEES, AT ANY TIME RECEIVED, INCURRED, OR ACCRUED BY CITY RELATING TO THIS LEASE OR ARISING FROM DAMAGE OR INJURY OF ANY NATURE WHATSOEVER WHICH MAY RESULT FROM LESSEE'S POSSESSION, USE, OCCUPANCY, MANAGEMENT, MAINTENANCE, OR CONTROL OF THE LEASED PREMISES AND/OR THE CONDUCT OF LESSEE'S ACTIVITIES AT THE AIRPORT OR ARISING OUT OF LESSEE'S ACTIONS OR INACTIONS, REGARDLESS OF ANY SOLE OR CONCURRENT NEGLIGENCE OF THE CITY.**

#### **ARTICLE 11. DEFAULTS AND REMEDIES**

**11.1 Lessee Default:** The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Lessee.

- A. The filing by Lessee of a voluntary petition in bankruptcy;
- B. The assignment of all or substantially all of Lessee's assets for the benefit of Lessee's creditors;
- C. A court making or entering any decree or order:

- (1) adjudging Lessee to be bankrupt or insolvent;
- (2) approving as properly filed a petition seeking reorganization of Lessee or an arrangement under the bankruptcy laws or any other applicable debtor's relief law or statute of the United States or any state thereof;
- (3) appointing a receiver, trustee or assignee of Lessee in bankruptcy or insolvency or for its property; and
- (4) directing the winding up or liquidation of Lessee and such decree or order shall continue for a period of (60) days.

D. The filing of any non-consensual lien against the Leased Premises resulting from any act or omission of Lessee which is not discharged or contested in good faith as determined by City by proper legal proceedings within sixty (60) days of receipt of actual notice by Lessee, unless Lessee posts a bond within this time period equal to the amount of the lien;

E. The voluntary abandonment by Lessee of the Leased Premises or its failure to maintain an on-going business at the Leased Premises for a period of thirty (30) days or more, coupled with the failure to pay Rent as provided in Article 5;

F. The transfer of Lessee's interest in a manner not authorized herein or by other operation of law;

G. Lessee becomes in arrears in the payment of the whole or any part of the amount(s) agreed upon herein for a period of thirty (30) days after the time such payments become due;

H. Intentional falsification by Lessee of any record which results in the deprivation of any Rent, fee or other charge from the City granted under this Lease;

I. The failure by Lessee to perform any of the covenants, conditions or obligations imposed on it by this Lease or any other Lease with City where the failure continues for a period of twenty (20) days after written notice from City; and

J. The transfer or assignment or attempted transfer or assignment of this Lease by Lessee, without securing prior written approval of City. It shall be understood for the purpose of this provision that negotiations by Lessee for the assignment or transfer of this Lease shall not be construed as "attempted transfer."

**11.2 Failure to Cure Default:** In the event of any default by Lessee that is not cured within twenty (20) days (five (5) days, if the default relates to the non-payment of Rent) of receiving notice from City, City may, in addition to any other remedies available to City, terminate this Lease. If the default concerns a failure to make payments to City; however, no

written or other notice of default shall be required. If this Lease is terminated, any payments made to City shall be forfeited to City and Lessee shall have no rights to recover the payments. This forfeiture shall not diminish nor limit City's right to recover such damages as may result from the default by Lessee.

**11.3 Force Majeure:** Notwithstanding the foregoing, no failure of either party to perform or delay in performance which is caused by any war, civil disorder or other national emergency or which is due to an intervening act of God shall be deemed an event of default.

**11.4 Additional Remedies:** In addition to the termination and forfeiture rights described in the preceding paragraphs, City shall have the following rights and remedies upon default by Lessee:

A. The recovery of any unpaid Rent, fees and other payments due and owing at the time of termination, plus any unpaid Rent and fees that would have been earned and other payments that would have been made in the Lease had not been breached by Lessee.

B. The recovery of any damages, costs, fees and expenses incurred by City as a result of the breach of the Lease by Lessee, including reasonable attorneys' fees and expenses.

C. The removal of all persons from the Leased Premises and the removal and storage at Lessee's expense of all of Lessee's property on the Leased Premises, in accordance with the law.

D. Any other right or remedy, legal or equitable, including specific performance, that City is entitled to under applicable law, whether stated in this Lease or not.

**11.5 Lessee Continuing Obligations:** No termination of this Lease following an uncured default shall relieve Lessee of the obligation to deliver and perform on all outstanding obligations and requirements prior to the effective date of the termination and Lessee's liabilities under this Lease shall continue.

**11.6 Re-entry on Termination:** In the event of any such termination as above enumerated, City shall have the right at once and without further notice to Lessee to enter and take full possession of the Leased Premises occupied by Lessee under this Lease in accordance with the law. Upon the termination of this Lease for any reason, Lessee shall yield up the Leased Premises, including any facilities, fixtures and equipment, and the City Equipment, to City in the same condition as when received, reasonable and ordinary wear and tear excepted.

**11.7 Cost of Re-Entry:** Upon termination of this Lease, Lessee covenants and agrees to pay and discharge all reasonable costs, attorney's fees and expenses that may be incurred by City in enforcing the covenants, conditions and agreements of this Lease, re-entering and/or

repossessing the Leased Premises, restoring the Leased Premises to the condition by this Lease, and protecting the Leased Premises.

## **ARTICLE 12. TERMINATION**

This Lease shall terminate upon any of the following events:

- A. Mutual written agreement of the parties;
- B. Upon the end of the Lease Term, including any extensions thereof by exercise of the Option Lease Term, as set forth in Article 4, above;
- C. Lessee providing written notice to City not later than thirty (30) days prior to the date of termination; provided, however, Lessee's termination of this Lease pursuant to this Article 12 shall not relieve Lessee of any obligations to pay Rent or other fees to City that accrued prior to the date of termination, which obligations shall survive the termination of this Lease; and
- D. Upon Lessee's failure to cure any default of this Lease following the notice provided in this Lease, including, but not limited to, any one or more of the events described in Article 11, above.

## **ARTICLE 13. NO WAIVER**

No failure on the part of either party to enforce any of the terms and/or conditions set forth in this Lease shall be construed as or deemed to be a waiver of the right to enforce such terms and/or conditions. The acceptance by City of any Rent, fee or other payment shall not be construed as or deemed to be a waiver by City of any breach by Lessee of any covenant, condition or obligation.

## **ARTICLE 14. DAMAGE TO LEASED PREMISES**

If at any time during the Term of this Lease any part of the Leased Premises is damaged or destroyed, City shall be under no obligation to rebuild or repair the damaged or destroyed portion of the Leased Premises. This Lease shall terminate and Lessee shall be obligated to pay Rent only through the date the event causing the damage occurred if the damage is to such extent that Lessee is unable to use the Leased Premises for the Permitted Use and City elects to not make such repairs.

## **ARTICLE 15. MISCELLANEOUS**

**15.1 Assignment:** No portion of this Lease may be assigned without the prior express written consent of City. In the event this Lease is assigned, Lessee shall remain liable to City for the remainder of the term of the Lease to pay to City any portion of rents, fees, and/or other charges not paid by the assignee when due. The assignee shall not assign the Lease without the prior express written consent of City and any assignment by Lessee shall contain a provision to this effect. Further, any assignee of Lessee shall be bound by the terms and conditions of this Lease. Any assignment without City's prior express written consent shall be null and void and, at City's election, shall constitute a default.

**15.2 No Subleasing:** Lessee shall not sublease the Leased Premises (or any part of the Leased Premises) or subcontract any operation or service it performs or is permitted to perform, without the prior express written consent of the City, which consent may be withheld at the sole discretion of City. A sublease made contrary to the requirements of this section shall be null and void. Unless otherwise stated in a written consent, a sublease is subject to all of the terms and conditions of the Lease. In addition, the Lessee shall at all times assume total responsibility for the acts and omissions of a sublessee and/or subcontractor.

**15.3 Encumbrances:** Lessee shall have no authority, express or implied, to create any lien, charge or encumbrance upon the Leased Premises or its leasehold interest created by this Lease. Lessee shall further not allow the Leased Premises to be or become subject to any non-consensual lien (including mechanic's liens), charge or encumbrance whatsoever. Lessee acknowledges and understands that the Leased Premises are owned by City, a Texas governmental entity, and as such, as a matter of law, no lien may attach to the Leased Premises and is void.

**15.4 Landlord's Lien:** Lessee hereby grants a lien to City upon all personal property owned by Lessee in or on the Leased Premises as a possessory pledge to secure the timely performance by Lessee of all its obligations hereunder. In the event of default of this Lease by Lessee, City is authorized to seize and hold all of the personal property belonging to Lessee on the Leased Premises to secure such performance, to sell same at public or private sale and to apply the proceeds thereof first to pay the expenses of the sale, and to pay all amounts due to City hereunder, holding the balance remaining subject to Lessee's order. A copy of this Lease shall be the only warrant required.

**15.5 Non Partnership or Joint Venture:** Nothing in this Lease is intended to nor shall be construed as in any way creating or establishing the relationship of partners between City and Lessee or as constituting either party as the agent, representative, or employee of the other party for any purpose or in any manner whatsoever, or of creating any joint enterprise of the parties.

**15.6 Binding Effect:** This Lease shall be binding on and shall inure to the benefit of the heirs, legal representatives, successors and assigns of the parties hereto.

**15.7 Subordination:** This Lease is subject and subordinate to the provisions of any existing or future agreements between the City and the United States or the State of Texas relating to the operation, management, maintenance, planning, and/or development of the Airport

the terms and execution of which have been (or may be) required as a condition precedent to receiving federal and/or state funds for the development of the Airport and Lessee further agrees to conduct its operations under this Lease in accordance with and be subject to all obligations (including grant assurances), existing and future, of City to any regulatory authority. Should this Lease contain provisions in conflict therewith, the latter shall control, and the terms of this Lease shall be modified accordingly.

**15.8 Governing Law; Venue:** This Lease shall be deemed to have been made and shall be construed in accordance with the laws of the State of Texas. Venue shall be in Dallas County, Texas.

**15.9 Headings:** All section, paragraph, and subparagraph headings contained in this Lease are for the convenience in reference only, and are not intended to define or limit the scope of this Lease or any provision therein.

**15.10 Severability:** In the event that any provision in this Lease is held to be invalid by any court of competent jurisdiction, the invalidity of any such provision shall in no way affect any other provision in this Lease, provided that the invalidity of any such provision does not materially prejudice either City or Lessee in their respective rights and obligations contained in the valid provisions of this Lease.

**15.11 Counterparts:** This Lease has been executed in several counterparts, each of which shall be deemed an original.

**15.12 Amendments:** Any modification, alteration, or amendment to the Lease shall be made in writing, agreed to, and approved by both parties.

**15.13 Notices:** Whenever any notices required by this Lease are to be made, given or transmitted to the parties, such notice shall be hand delivered or sent by certified mail, postage prepaid, and addressed to:

**If to City:**

City Manager  
LANCASTER REGIONAL AIRPORT  
P.O. Box 940  
Lancaster, Texas 75146

**If to Lessee:**

Jonathan Shorey  
Skyline Aviation, Inc.  
8926 Hangar Rd  
San Angelo, TX 76904

**With Copy to:**

Robert E. Hager  
Nichols, Jackson, Dillard, Hager & Smith, LLP  
500 N Akard, Suite 1800  
Dallas, Texas 75201

**With Copy to:**

NA

The parties may, from time to time, designate to each other in writing a different address or different entity or entities to which all such notices, communications, or payments shall be given or made.

**15.14 Entire Agreement:** This Lease contains and embodies the entire agreement between the parties and supersedes and replaces any and all prior agreements, understandings and promises on the same subject, whether written or oral.

*(Signatures on Following Page)*

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**CITY/LESSOR:**

SIGNED AND AGREED this 10<sup>th</sup> day of April, 2017.

**CITY OF LANCASTER, TEXAS**

By: Opal Mauldin-Robertson  
Opal Mauldin-Robertson, City Manager

**ATTEST:**

Sorangel O. Arenas  
Sorangel O. Arenas, City Secretary

**LESSEE:**

SIGNED AND AGREED this 5<sup>th</sup> day of April, 2017.

**SKYLINE AVIATION, INC.**

By: Jonathan E. Shorey  
Jonathan E. Shorey, President

(Intentionally left blank)

**EXHIBIT "A"**  
**DEPICTION OF LEASED PREMISES**

**730 2<sup>nd</sup> Floor  
Suites**

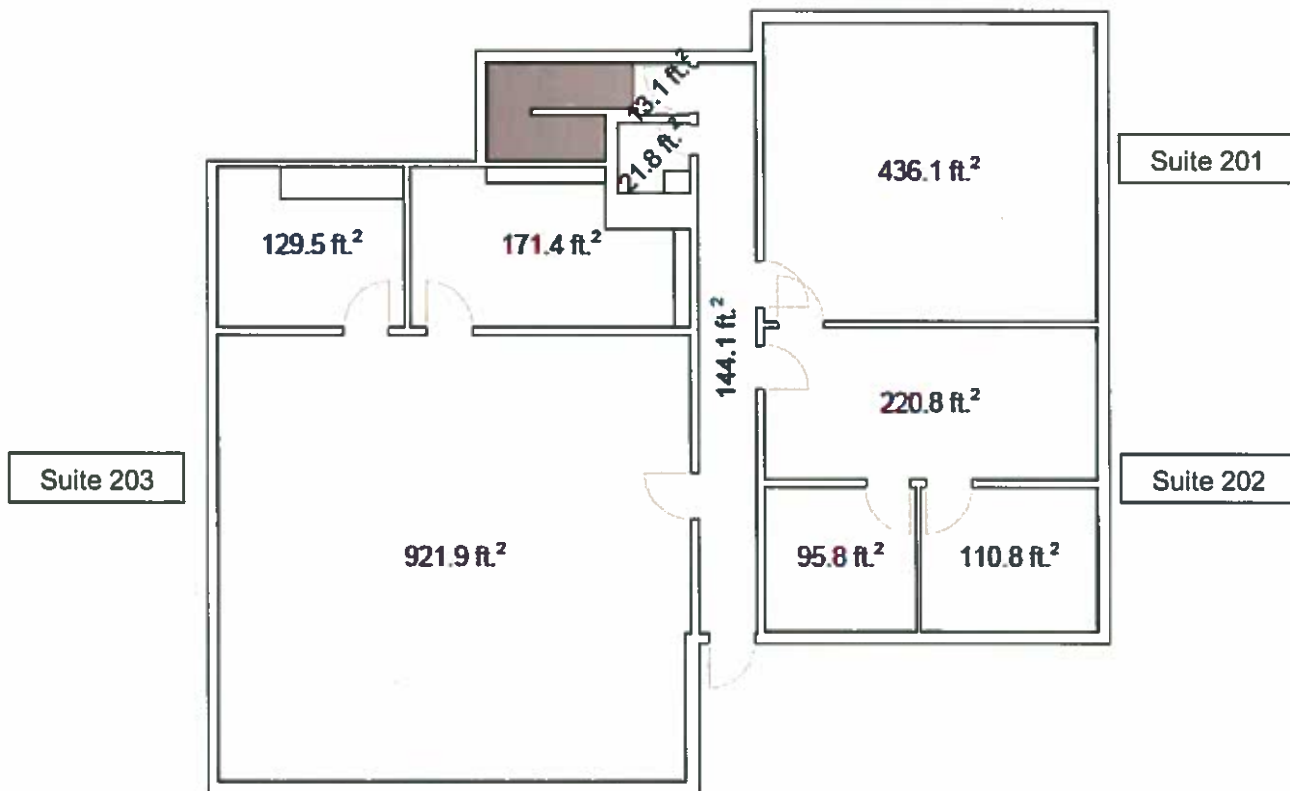
Total Square Feet = 2,265.3 ft.<sup>2</sup>

Office Rate = \$12.00 per Square Foot per Year

\$1.00 per Square Foot per Month

Total Value = \$27,183.60 per Year

\$2,265.30 per Month



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## LANCASTER CITY COUNCIL

### City Council Special Meeting

4.

**Meeting Date:** 12/04/2017

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

**Goal(s):** Healthy, Safe & Engaged Community  
Professional & Committed City Workforce

**Submitted by:** Fabrice Kabona, Assistant to the City Manager

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### **Agenda Caption:**

Consider an amendment of the Lancaster Code of Ordinance Chapter 14, "Offenses and Additional Provisions", Article 14.09 "Property Maintenance Code," to provide for a three (3) day notice period for abatement of brush and bulk waste violations.

### **Background:**

Section 14.09.009 "Notices and orders" sets the minimum violation notification to 10 days for all code violations with the exception of weeds in excess of 48 inches that are a danger to health, life or safety in which case the City may immediately abate without notice. If approved, this new exception would be unique to the City of Lancaster as it addresses one of the most common code violations in the City of Lancaster: illegal placement of bulk and brush (late and early bulk and brush set out). The existing 10 days notice requirement allows the bulk item to remain out for a longer period of time, which often confuses neighbors and leads to more bulk set outs in the area. However, a 3 days notice exception would allow staff to address illegal bulk violations faster and therefore keep our neighborhoods cleaner. The faster the code officer is able to abate the violation, the less confusion it creates for neighbors regarding their bulk collection schedule and the cleaner the neighborhood becomes.

In addition to constantly educating residents about collection guidelines and schedule, the City currently provides the following alternatives for bulk and brush violations:

1. Take the items to the Community Waste Disposal (CWD) transfer Station located at 2010 California Crossing, Dallas, TX 75220 at no additional charge.
2. Order a special pickup for a minimum \$65.00 fee. This is a curbside collection for which the fee is determined based on the quantity of the bulk or brush.
3. Move the bulk or brush away from public view and wait until the next bulk collection.
4. Quarterly Trash-Off.

### **Operational Considerations:**

Residents with bulk and brush violations will be issued a violation notice at the initial inspection providing 3 days to remove the brush or bulk. After 3 days, if no compliance is obtained, the City will proceed to abate the violation at the owner's expense. In accordance with the City's Ordinance, Sec. 16.03.008, the cost incurred will be billed to the owner and payment due within 30 days of the mailing of the invoice. In the event payment is not received within 30 days, a lien will be filed against the property.

### **Legal Considerations:**

The City Attorney has reviewed and approved as to form the attached ordinance.

**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. Council may approve of the ordinance, as presented.
2. Council may deny the ordinance.

**Recommendation:**

Staff recommends approval of the ordinance, as presented.

**Attachments**

Ordinance

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**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, AMENDING THE LANCASTER CODE OF ORDINANCES, CHAPTER 14, "OFFENSES AND ADDITIONAL PROVISIONS," ARTICLE 14.9 "PROPERTY MAINTENANCE CODE," TO PROVIDE FOR A THREE-DAY NOTICE PERIOD FOR ABATEMENT OF BRUSH AND BULK WASTE VIOLATIONS; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALING CLAUSE; PROVIDING FOR A PENALTY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Lancaster has previously enacted ordinances governing community property maintenance standards; and

**WHEREAS**, the code enforcement procedures enacted under the City's property maintenance standards call for a ten-day notice period prior to the abatement of the condition and assessment of abatement costs against the property owner or occupant; and

**WHEREAS**, the accumulation of brush and bulk waste may quickly produce adverse effects on the public health, safety, and welfare, including, but not limited to the attraction of vermin and negative aesthetic effects; and

**WHEREAS**, the City Council has determined it is in the best interest of the City and the public health, safety, and welfare to reduce the ten-day notice limit to three days in cases of brush and bulk waste violations.

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

**SECTION 1.** That the Lancaster Code of Ordinances be, and the same is, hereby amended by adding to Chapter 14 "Offenses and Additional Provisions" Article 14.09. "Property Maintenance Code" Section 14.09.009 "Notices and orders," subsections (a) and (b)(4) as follows:

**"Sec. 14.09.009            Notices and orders**

- (a) Notice requirements. Whenever the code official determines that there has been a violation of this code or has grounds to believe that a violation has occurred, notice shall be given in the manner prescribed in subsections (b) and (c) herein to the person responsible for the violation as specified in the code. In the notice herein provided for, the city shall have the right to inform the property owner that, if he or she commits another violation of the same kind or nature any time within one year from original notice, the city may institute the appropriate proceedings at law or to correct or abate such violation without further notice, at the owner's expense, and assess the expense against the property. An abatement assessment statement shall be provided to the owner no later than the tenth day after the city causes work to be done. ~~Exception to this section: weeds in excess of 48 inches in height that are a danger to the health, life, or safety of any person may be immediately abated without notice. Notice shall be no later than the tenth day after the city causes the work to be done under this section [and] the city shall give notice to the property owner in the manner required by this section.~~ The City shall give notice to the property owner in the manner required by this section, with the following exceptions: (1) Notices for condemnation procedures shall also comply with section 14.09.010; (2) weeds in excess of forty-eight (48) inches in height that are deemed by the City to present a danger to the public or the health, life, or safety of any person may be immediately abated without notice; (3) Notices for brush and bulk waste collection, disposal, or accumulation violations shall include a correction order allowing a minimum of three (3) days to correct the condition; after which the condition may be abated by the city as provided herein. Nothing herein shall be deemed to limit or constrain the city from issuing citations for any property maintenance or condition violation.
- (b) Contents of notice. Such notice described in subsection (a) of this section shall be in

accordance with all of the following:

...

- (4) Unless otherwise required under section 14.09.012 or specified herein in subsection (a) of this section, include a correction order allowing a minimum of ten (10) days to make the repairs and improvements required to bring the dwelling unit, structure, or property into compliance with the provisions of this code or to present a plan to the city within the above-referenced ten (10) days as to what repairs or improvements will be made within an period not to exceed ninety (90) days from the acceptance of the plans by the official. Acceptance of the plans by the official shall be contingent upon said plans addressing all issues, conditions or actions needed to bring the structure or property into compliance with city codes

... ”

**SECTION 2.** That all provisions of the Code of Ordinances in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions of the Code of Ordinances not in conflict with the provisions of this ordinance shall remain in full force and effect.

**SECTION 3.** That should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, or of the Code of Ordinances, as amended hereby, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance or the Code of Ordinances, as amended hereby, which shall remain in full force and effect.

**SECTION 4.** That any person, firm, or corporation violating any provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the City of Lancaster, as heretofore amended and upon conviction shall be punished by a fine not exceeding \$500.00. The penalty imposed for a violation of this ordinance shall not exceed or be less than the penalty prescribed by state law, and each and every day such violation shall continue shall be deemed to constitute a separate offense.

**SECTION 5.** That this ordinance shall take effect immediately from and after its passage as the law and charter in such cases provide, with the exception of newly adopted Chapter 4, Article 4.02, Section. 4.02.003, and the last sentence of newly adopted Chapter 4, Article 4.02, Section 4.02.031, which shall be effective ninety (90) days from the date of passage, approval, and adoption.

**DULY PASSED** and approved by the City Council of the City of Lancaster, Texas, on this the 4th day of December, 2017.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Sorangel O. Arenas, City Secretary

\_\_\_\_\_  
Marcus E. Knight, Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
David T. Ritter, City Attorney

## LANCASTER CITY COUNCIL

### City Council Special Meeting

5.

**Meeting Date:** 12/04/2017

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

**Goal(s):** Financially Sound Government  
Healthy, Safe & Engaged Community  
Sound Infrastructure  
Quality Development

**Submitted by:** Sean Johnson, Managing Director of Quality of Life and Cultural Services and  
Alton Dixon, Purchasing Agent

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### **Agenda Caption:**

Consider a resolution authorizing the award of Bid# 2017-91 "Meal Services" to The Chocolate Mint Foundation to provide meal services for the senior meal program in an amount not to exceed fifty thousand two hundred dollars (\$50,200.00).

### **Background:**

The City of Lancaster has contracted with the Dallas Area Agency on Aging (DAAA) to provide a well-balanced daily lunch meal for senior adult citizens of Lancaster and the surrounding areas. Currently, DAAA reimburses the City of Lancaster for meals served to include staff time and actual cost per meal.

The current meal provider contract was issued on December 1, 2014 for one year with four automatic one year renewals options. On August 1, 2017 the City of Lancaster issued the current provider a "90 Day" written notice required by the contract stating that the City has elected not to renew the annual contract for Meal Services. However, the contract will remain effective through November 30, 2017, as provided in the contract agreement.

1. The bids opened on October 18, 2017, and closed on November 21, 2017.
2. A Pre Bid meeting was held on November 8, 2017.
3. Twelve (12) people have viewed and three (3) vendors responded to the RFP.
4. Of the three (3) bids received, the lowest qualified bidder was The Chocolate Mint Foundation.

The total amount of the award is estimated, and actual expenditures may vary but will not exceed the reimbursable amount of fifty thousand two hundred dollars (\$50,200).

### **Operational Considerations:**

The contract will be for one year with (4) one-year renewal options. The meals will be delivered daily based on a pre-planned menu.

### **Legal Considerations:**

This bid was processed in accordance with all local and state purchasing statutes. Three (3) bids were submitted and one (1) (Sanders & Sanders Group Enterprises LLC) was M/WBE certified.

**Public Information Considerations:**

Bids were advertised on October 6 and 8, 2017, in the Focus Daily News and posted on the City's e-procurement system. Bids were opened on October 18, 2017 at 10:00 a.m. and closed on November 21, 2017 at 4:00 p.m.

**Fiscal Impact:**

Funding for the meal service is reimbursed by the Dallas Area Agency on Aging (DAAA). The Chocolate Mint Foundation will provide the meals at a rate of fifty thousand two hundred dollars (\$50,200).

**Options/Alternatives:**

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

**Recommendation:**

Staff recommends approval of the resolution as presented.

**Attachments**

Exhibit 1

Resolution

RFP# 2017-91 Specifications

Proposal

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## FOOD SERVICE CONTRACT AGREEMENT

This Agreement is made by and between the City of Lancaster, Texas, a home-rule municipality (hereinafter referred to as the "City") and **The Chocolate Mint Foundation**, (hereinafter referred to as the "Provider") for **Meal Services (2017-91)**, (hereinafter referred to as the "Project"), the City and the Provider hereby agree as follows:

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### ARTICLE I: CONTRACT & CONTRACT DOCUMENTS

#### THE CONTRACT

The Contract between the City and the Provider, of which this Agreement is a part, consists of the Contract Documents.

#### THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the Invitation to Bid, all Requirements and Instructions to Bidders, the Specifications, the response and all Change Orders issued hereafter, any other amendments hereto executed by the parties hereafter, together with the following (if any): **None**.

### ARTICLE 2: TERM

The contract shall commence on December 1, 2017 and continue for one (1) full year with the option to renew the contract for four (4) additional one-year periods. Both parties must be in agreement. 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.

### ARTICLE 3: PAYMENT

Provider shall be paid in accordance with proposal schedule submitted and attached as Exhibit A. Payment terms are Net 30 calendar days. Provider shall only bill for the stated number of meals ordered each day plus any additional supplies ordered.

### ARTICLE 4: NOTICE

All notices required by this Contract 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:

City of Lancaster  
City Manager  
PO Box 940  
Lancaster, TX 75146

#### PROVIDER:

The Chocolate Mint Foundation  
Felicia Frazier  
201 Executive Way  
Desoto, TX 75115

### ARTICLE 5: TERMINATION

Termination Without Cause – Either party may terminate this contract at any time upon ninety (90) days prior written notice to the other of the intention to terminate this Contract.

Termination With Cause – In the event either party breaches a material provision of this contract, the non-breaching party shall give the other party notice of such cause. In the event the cause is not remedied within ten (10) days the other party shall have the right to terminate the contract upon expiration of the remedy period.

### ARTICLE 6: SCOPE OF SERVICE

#### General

Provider shall furnish meals and supplies for the City of Lancaster. The Provider shall maintain food preparation facilities in a sanitary condition at all times, employ and train food service employees, use standard food cost control methods, furnish supervisory personnel in setting up and maintaining the operation at a high standard, do all buying and record-keeping, including payrolls.

Food preparation facilities must be properly registered and inspected. Copies of the inspection reports must be forwarded to the City upon receipt. The provider must maintain recipe files for all menu items for inspection by Dallas Area Agency on Aging (DAAA) or by either city.

All statutes, guidelines, laws, standards, and regulations regarding food service and senior meals must be followed. This includes current and any future changes. (ex. DRA to RDI)

### **Locations**

All meals shall be prepared and delivered by Provider to the site location listed below.

City of Lancaster

240 Veterans Memorial Parkway  
Lancaster, TX 75134

### **Meal Schedule**

City will notify Provider daily by 3:30 PM of the number of meals required for the following day. In the event, City does not notify provider, provider shall provide the same quantity as the previous day.

Food must be delivered by 11:45 AM and no earlier than 11:15 AM.

Food must be delivered in Foil pans that can be thrown away.

Lunch is provided and served daily at 11:30 AM Monday through Friday, with the exception of designated holidays.

Holidays include:	New Year's Day	Labor Day
	Martin Luther King Birthday	Thanksgiving (Thursday/Friday)
	Good Friday	Christmas Day
	Memorial Day	July 4th
	Floating 1 – Day (To be designated by City w/ 30 days notice)	

### **Food Quality Standards**

Food used in the preparation of meals shall meet the following minimum standards.

1. Canned fruits and vegetables shall be USDA Grade A or Fancy.
2. Fresh fruit and vegetables shall be U.S. Fancy, U.S. No. 1 or better.
3. Eggs and dairy products shall be USDA Grade A or better. Low fat (2%) milk shall be used.
4. Pork shall be No. 1 and tender with a minimum of fat.
5. Poultry shall be USDA Grade A. Serving portion shall include a breast and a wing, leg or thigh. Chicken quarters shall come from a 2 and 1/2 lb. or larger chicken to provide 2.5 oz. cooked meat. If chicken quarters are served the pan must contain 50% white meat and 50% dark meat.
6. Ground beef shall be USDA Grade Utility or better with a maximum fat content of 20% and a maximum textured vegetable protein content of 7%. Roast beef shall have no more than 7% filler.
7. No salt or pepper shall be added to the food following its preparation. Iodized salt shall be available and black pepper for seasoning during food consumption.
8. All foods shall be prepared from Standardized Recipes to ensure consistent quality.
9. Provider shall preserve the nutritional value and safety of food when purchasing, receiving, preparing and delivering to the designated sites.

10. Provider shall ensure that meals are delivered to the meal sites at proper temperature: hot food shall be 140 degrees Fahrenheit or higher, cold food at 40 degrees Fahrenheit or lower and frozen food is to be at 32 degrees Fahrenheit or lower. Provider shall use proper transport equipment to maintain the necessary holding temperatures.
11. Meals shall consist of the following: 2.5 oz. cooked serving of protein obtained from the entrée, 2 1/2 cup serving of vegetables and or fruits, 1 serving of bread, 1 serving of margarine, and 1 1/2 pint serving of 2% milk.
12. One-half cup serving of vegetable or fruit may be mixed with entrée or as part of the soup or salad.
13. Whole grain or enriched bread is an alternate for bread.
14. Provider shall provide condiments and "extras" suitable for elderly consumers.
15. Provider shall ensure that the overall appearance of the meals must meet or exceed commercial food service standards, including the food's color, odor and taste. Product specification of new menu items shall accompany the menu packet for review and approval by City.
16. The following are prohibited:
  - a. Dried beans, peas, or lentils in a half-cup serving or in combination with other foods, should be counted either as a meat alternative for entree or as a vegetable but not both.
  - b. Juice or fruit used as a desert, may not be counted toward the two servings of vegetable/fruit.
  - c. Juice is not acceptable as a desert.
  - d. Gelatin deserts must contain fruit. Fruits and vegetable in a gelatin may be counted only as 1/4 cup of the fruit/vegetable requirements.
  - e. No meal will include more than three high starch items.
  - f. Deviations from the standard menu pattern that are nutritionally adequate may be planned as necessary and appropriate, provided that there is the equivalent of standard serving sizes of at least five different food items and as long as RDA requirements are met. Such deviations will be allowed as follows:
    - i. Ethnic, cultural, and regional menus may deviate from the standard menu pattern once per week.
    - ii. Shelf stable emergency meals may deviate from the standard menu pattern as necessary during an emergency.
    - iii. Holiday meals may deviate from the standard menu pattern as necessary.

## **Inspection**

City may inspect Provider's food service facilities, at any time, to determine compliance with this contract.

## **Menu**

1. All meals should meet or exceed the one-third daily-recommended allowance for people age 60 or older. Each menu cycle, with complete analysis, shall be submitted to City not less than sixty (60) days prior to implementation for the City's review.
2. The City will review and approve within seven (7) days.

3. All meals shall be served as planned. When substitutions are unavoidable, a written request shall be mailed to City for approval prior to implementation.
4. Menus shall be jointly reviewed and agreed upon monthly by City and Provider.

### **Reports**

Provider shall submit a quarterly self-assessment to City. The self-assessment report shall address the following: consumer satisfaction, condition of transporting equipment, meal shortages, and deficiencies from previous reports, temperature or quality refusals of food and any other information requested by City.

### **Special Requests**

City shall give Provider 24 hour notice when City desires a box lunch or (5) days for a holiday gift pack.

### **Provider Employees**

Delivery staff must be in uniform or wearing company identification. Vehicles must be clearly marked.

### **Additional Contract Requirements**

The provider must meet the broad spectrum of regulations and statutes appropriate to the conduct of the Nutrition Program for the Elderly as promulgated by the United States Department of Health and Human Services and administered by the Administration on Aging, the Texas Department of Aging and Disability Services and the Dallas Area Agency on Aging. Such items include Public Law 100-175 and Title III C-i of the Older Americans Act Amendments of 1987 as identified in the Rules and Regulations published in the Federal Register March 29, 1988 and signed June, 1988, by the Secretary of Health and Human Services, Office of Human Development Services. Copies of these may be obtained from the U.S. Government Printing Office or its local subsidiaries and branches.

The provider will provide a designated manager who will devote the necessary time and effort required to ensure the execution and maintenance of the contract. The designated manager and at least one employee responsible for meal production must be a Certified Food Service Manager **(or equivalent outside the State of Texas)**.

The provider will select, purchase, and prepare food following menus approved by **DAAA**.

All meals must be of the highest possible quality and appealing in appearance and taste.

The provider will assure that food-handling **(cooking & storage)** methods will maintain the quality and safety of foods.

The provider must meet local and State Health Regulations for food service sanitation in places where food is to be prepared. All kitchens where food is to be prepared will be inspected by the State Department of Health or County Health Departments. All planning, preparation, handling, and serving of meals must comply with applicable Texas Food Establishment Rules **(or equivalent outside the State of Texas)** and applicable requirements of Nutrition Service Requirements 84.5. This includes the maintenance by the provider of all applicable inspections and licenses for vendor facilities, equipment and personnel.

The provider will be responsible for all fees and licenses required to operate under this contract for the full duration of this contract.

The provider is required to keep full and accurate sales and procurement records related to purchases covered by the contract. All such records shall be maintained for a minimum of three

(3) years after the end of the federal fiscal year to which they pertain. The vendor shall agree that authorized auditors and officials, upon request, shall have access to all such records for audit and review at a reasonable time and place, and may conduct on-site reviews of the food service, transportation, and handling operations.

The provider must use USDA cash for the purpose of purchasing U.S. Agricultural commodities and other foods of U.S. origin.

### **Daily Nutrition Requirements**

Each meal served will contain at least one-third (1/3) of the current Dietary Reference Intakes for persons 60 years and older in accordance with the most recent edition of the Dietary Reference Intakes by the Food and Nutrition Board of the National Academy of Sciences-National Research Council.

Maintenance of optimal nutritional status through menu planning will be reflected by menus high in fiber and moderate in fat (**not to exceed 30 grams whenever feasible**), salt and simple sugar.

### **Dietary Nutrition Documentation**

Documentation of nutritional adequacy must reflect, at a minimum, adequate provision of the following six nutrients: protein, calcium, iron, thiamin, vitamin A, and Vitamin C. Documentation must show that each meal provides at least 600 and not more than 1,000 calories (**the recommended level being between 750 and 850 calories**). -

Methods of nutrient analysis documentation may be any one or a combination of the following:

- A computer (**or manual**) analysis based upon USDA Handbook Number 456, and Number 8 or Number 72.
- A nutrient standard method.
- A checklist methods or food group methods approved by the Texas Department of Aging and Disability Services.

All raw food used in the preparation of meals should be of the highest possible quality. All food will be prepared from standardized recipes, without added salt. Tested quality recipes, adjusted to yield the number of servings needed must be used to assure consistent and desirable quality and quantity. The provider will maintain recipe files for all menu items for inspection upon request by **DAAA**.

### **Daily Cleaning and Illness Reporting**

Daily cleaning and sanitizing of serving utensils will be the responsibility of nutrition site personnel.

The provider will promptly initiate investigation by local health authorities of complaints involving two or more persons with symptoms of food borne illness within a similar time frame after consuming food at a nutrition site.

**DAAA must be notified by the provider immediately of reports of food borne illness. The provider will promptly investigate reports of food adulterated by any foreign object. DAAA must be notified by the provider immediately of reports of adulterated food. The provider will ensure that site volunteers and staff who serve food receive training covering food handling and sanitation practices. The provider must maintain a copy of the sign-in sheet for training.**

## ARTICLE 7: INDEMNITY

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

## ARTICLE 8: INSURANCE REQUIREMENTS

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

Commercial General Liability: \$2,000,000.00 combined single limit per occurrence for Fire Damage, Medical Expenses, Personal and Advertising Injury, General Aggregate and Products - Completed Operations Operation. This policy shall have no coverage removed by exclusions.

Automobile Liability: \$1,000,000.00 combined single limit per accident/occurrence for bodily injury and property damage. Coverage should be provided as a "Code 1," any auto.

Workers' Compensation and Employers' Liability: Statutory. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from the activities under this Contract.

### Other Insurance Provisions:

- (1) The City be named as an additional insured on the Commercial General Liability and Automobile Liability Insurance policies. These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by the insurer to bid coverage on its behalf.
- (2) Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to the City. If the policy is canceled for non-payment of premium, only ten (10) days notice is required.
- (3) Insurance is to be placed with insurers with a Best rating of no less than A: VII. The company must also be duly authorized to transact business in the State of Texas.
- (4) Certificates of Insurance and Endorsement effecting coverage by this section shall be forwarded to:

City of Lancaster  
Purchasing  
PO Box 940  
Lancaster, Texas 75146

- (5) Insurance Certificate must be submitted and issued with the City listed as the certificate holder.

**ARTICLE 9: MISCELLANEOUS  
AMENDMENT**

This Agreement may only be amended by the written mutual agreement of both parties.

**REPRESENTATIONS AND WARRANTIES**

Existence – Provider is a corporation and duly organized, validly existing, and in good standing under the laws of the State of Texas and is qualified to carry on its business in the State of Texas.

**GOVERNING LAW AND VENUE**

That this agreement is made subject to all applicable statutes, ordinances, and constitutional provisions pertaining to home rule cities in the State of Texas, and will be effective on the date of execution by the agreeing parties. Any litigation concerning the subject matter of this Agreement will be brought in a court of proper jurisdiction in Dallas County, Texas.

**Executed in single or multiple originals, this 4<sup>TH</sup> day of December, 2017.**

CITY OF LANCASTER

The Chocolate Mint Foundation

\_\_\_\_\_  
Opal Mauldin - Jones, City Manager

\_\_\_\_\_  
Felicia Frazier

ATTEST:

\_\_\_\_\_  
201 Executive Way Desoto, TX 75115

\_\_\_\_\_  
Sorangel O. Arenas, City Secretary

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, AUTHORIZING THE AWARD OF BID #2017-91 TO THE CHOCOLATE MINT FOUNDATION TO PROVIDE MEAL SERVICES FOR THE SENIOR MEAL PROGRAM IN AN AMOUNT NOT TO EXCEED FIFTY THOUSAND TWO HUNDRED DOLLARS (\$50,200.00); AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT PURSUANT TO APPROVAL; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City has been designated as an agency for Dallas Area Agency of Aging to provide a site location for senior meal services; and

**WHEREAS**, the City of Lancaster desires to continue to provide such meals services;

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

**SECTION 1.** The City Council does hereby authorize the award of Bid #2017-91 not to exceed fifty thousand two hundred dollars (\$50,200.00) to The Chocolate Mint Foundation pursuant to the contract, attached hereto and incorporated herein by reference as Exhibit "1". The City of Lancaster shall be reimbursed \$5.95 per meal which includes processing, disposable supplies and staff charges from the Dallas Area Agency on Aging.

**SECTION 2.** The City of Lancaster does hereby authorize the City Manager to issue appropriate purchase orders to conform to this resolution.

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

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

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

**DULY PASSED** and approved by the City Council of the City of Lancaster, Texas, on this the 4th day of December, 2017.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Sorangel O. Arenas, City Secretary

\_\_\_\_\_  
Marcus E. Knight, Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
David T. Ritter, City Attorney

**SPECIFICATIONS**  
**SENIOR MEAL SERVICES**  
**FOR**  
**THE CITY OF LANCASTER**

The Cities of Lancaster is seeking sealed competitive proposals to furnish meal services for the senior lunch program.

**GENERAL**

Contractor shall furnish meals and supplies for the City of Lancaster. The Contractor shall maintain food preparation facilities in a sanitary condition at all times, employ and train food service employees, use standard food cost control methods, furnish supervisory personnel in setting up and maintaining the operation at a high standard, do all buying and record-keeping, including payrolls.

Food preparation facilities must be properly registered and inspected. Copies of the inspection reports must be forwarded to the City as received. The provider must maintain recipe files for all menu items for inspection by Dallas Area Agency on Aging (DAAA) or by either city.

All statutes, guidelines, laws, standards, and regulations regarding food service and senior meals must be followed. This includes current and any future changes. (ex. DRA to RDI)

**LOCATIONS**

All meals shall be prepared and delivered by Contractor to the site location listed below.

City of Lancaster

240 Veterans Memorial Parkway  
Lancaster, TX 75134

**MEAL SCHEDULE**

1. City will notify Contractor daily by 3:30 PM of the number of meals required for the following day.
2. Food must be delivered in Foil pans that can be thrown away.
3. Lunch is provided and served Monday through Friday, with the exception of designated holidays.

	Food Must be delivered by:	Food is served by:	Deliveries may not be made prior to:
City of Lancaster	11:45 AM	12:00 AM	11:15 PM

Holidays include:

Martin Luther King Birthday

New Year's Day

Labor Day

Thanksgiving (Thursday/Friday)

Good Friday

Memorial Day

Christmas Day

Floating 1 – Day

July 4th

**FOOD QUALITY STANDARDS**

Food used in the preparation of meals shall meet the following minimum standards.

1. Canned fruits and vegetables shall be USDA Grade A or Fancy.
2. Fresh fruit and vegetables shall be U.S. Fancy, U.S. No. 1 or better.

3. Eggs and dairy products shall be USDA Grade A or better. Low fat (2%) milk shall be used.
4. Pork shall be No. 1 and tender with a minimum of fat.
5. Poultry shall be USDA Grade A. Serving portion shall include a breast and a wing, leg or thigh. Chicken quarters shall come from a 2 and 1/2 lb. or larger chicken to provide 2.5 oz. cooked meat. If chicken quarters are served the pan must contain 50% white meat and 50% dark meat.
6. Ground beef shall be USDA Grade Utility or better with a maximum fat content of 20% and a maximum textured vegetable protein content of 7%. Roast beef shall have no more than 7% filler.
7. No salt or pepper shall be added to the food following its preparation. Iodized salt shall be available and black pepper for seasoning during food consumption.
8. All foods shall be prepared from Standardized Recipes to ensure consistent quality.
9. Contractor shall preserve the nutritional value and safety of food when purchasing, receiving, preparing and delivering to the designated sites.
10. Contractor shall ensure that meals are delivered to the meal sites at proper temperature: hot food shall be 140 degrees Fahrenheit or higher, cold food at 40 degrees Fahrenheit or lower and frozen food is to be at 32 degrees Fahrenheit or lower. Contractor shall use proper transport equipment to maintain the necessary holding temperatures.
11. Meals shall consist of the following: 2.5 oz. cooked serving of protein obtained from the entrée, 2 1/2 cup serving of vegetables and or fruits, 1 serving of bread, 1 serving of margarine, and 1 1/2 pint serving of 2% milk.
12. One-half cup serving of vegetable or fruit may be mixed with entrée or as part of the soup or salad.
13. Whole grain or enriched bread is an alternate for bread.
14. **Contractor shall provide condiments and "extras" suitable for elderly consumers.**
15. Contractor shall ensure that the overall appearance of the meals must meet or exceed commercial food service standards, including the food's color, odor and taste. Product specification of new menu items shall accompany the menu packet for review and approval by City.
16. The following are prohibited:
  - a. Dried beans, peas, or lentils in a half-cup serving or in combination with other foods, should be counted either as a meat alternative for entree or as a vegetable but not both.
  - b. Juice or fruit used as a desert, may not be counted toward the two servings of vegetable/fruit.
  - c. Juice is not acceptable as a desert.
  - d. Gelatin deserts must contain fruit. Fruits and vegetable in a gelatin may be counted only as 1/4 cup of the fruit/vegetable requirements.
  - e. No meal will include more than three high starch items.

- f. Deviations from the standard menu pattern that are nutritionally adequate may be planned as necessary and appropriate, provided that there is the equivalent of standard serving sizes of at least five different food items and as long as RDA requirements are met. Such deviations will be allowed as follows:
  - i. Ethnic, cultural, and regional menus may deviate from the standard menu pattern once per week.
  - ii. Shelf stable emergency meals may deviate from the standard menu pattern as necessary during an emergency.
  - iii. Holiday meals may deviate from the standard menu pattern as necessary.

- 17. Contractor shall provide utensil packet that includes, at minimum, plastic ware (fork, knife, & spoon) and napkin.

## **INSPECTION**

City may inspect Contractor's food service facilities, at any time, to determine compliance with this contract.

## **MENU**

- 1. All meals should meet or exceed the one-third daily-recommended allowance for people age 60 or older.
- 2. Each menu cycle, with complete analysis, shall be submitted to each City not less than sixty (60) days prior to implementation for the City's review.
- 3. Cities will respond with changes, if any, within seven days.
- 4. All meals shall be served as planned. When substitutions are unavoidable, a written request shall be mailed to City for approval prior to implementation.
- 5. Menus shall be jointly reviewed and agreed upon monthly by City and Contractor.

## **REPORTS**

Contractor shall submit a quarterly self-assessment to City. The self-assessment report shall address the following: consumer satisfaction, condition of transporting equipment, meal shortages, and deficiencies from previous reports, temperature or quality refusals of food and any other information requested by City.

## **SPECIAL REQUESTS**

City shall give Contractor 24 hours notice when City desires a box lunch or (5) days for a holiday gift pack.

## **CONTRACTOR EMPLOYEES**

Delivery staff must be in uniform or wearing company identification. Vehicles must be clearly marked.

## **ADDITIONAL CONTRACT REQUIREMENTS**

The provider must meet the broad spectrum of regulations and statutes appropriate to the conduct of the Nutrition Program for the Elderly as promulgated by the United States Department of Health and Human Services and administered by the Administration on Aging, the Texas Department of Aging and Disability Services and the Dallas Area Agency on Aging. Such items include Public Law 100-175 and Title III C-i of the Older Americans Act Amendments of 1987 as identified in the Rules and Regulations published in the Federal Register March 29,

1988 and signed June, 1988, by the Secretary of Health and Human Services, Office of Human Development Services. Copies of these may be obtained from the U.S. Government Printing Office or its local subsidiaries and branches.

The provider will provide a designated manager who will devote the necessary time and effort required to ensure the execution and maintenance of the contract. The designated manager and at least one employee responsible for meal production must be a Certified Food Service Manager **(or equivalent outside the State of Texas)**.

The provider will select, purchase, and prepare food following menus approved by **DAAA**.

All meals must be of the highest possible quality and appealing in appearance and taste.

The provider will assure that food-handling **(cooking & storage)** methods will maintain the quality and safety of foods.

The provider must meet local and State Health Regulations for food service sanitation in places where food is to be prepared. All kitchens where food is to be prepared will be inspected by the State Department of Health or County Health Departments. All planning, preparation, handling, and serving of meals must comply with applicable Texas Food Establishment Rules **(or equivalent outside the State of Texas)** and applicable requirements of Nutrition Service Requirements 84.5. This includes the maintenance by the provider of all applicable inspections and licenses for vendor facilities, equipment and personnel.

The provider will be responsible for all fees and licenses required to operate under this contract for the full duration of this contract.

The provider is required to keep full and accurate sales and procurement records related to purchases covered by the contract. All such records shall be maintained for a minimum of three (3) years after the end of the federal fiscal year to which they pertain. The vendor shall agree that authorized auditors and officials, upon request, shall have access to all such records for audit and review at a reasonable time and place, and may conduct on-site reviews of the food service, transportation, and handling operations.

The provider must use USDA cash for the purpose of purchasing U.S. Agricultural commodities and other foods of U.S. origin.

#### **DAILY NUTRITION REQUIREMENTS**

Each meal served will contain at least one-third (1/3) of the current Dietary Reference Intakes for persons 60 years and older in accordance with the most recent edition of the Dietary Reference Intakes by the Food and Nutrition Board of the National Academy of Sciences-National Research Council.

Maintenance of optimal nutritional status through menu planning will be reflected by menus high in fiber and moderate in fat **(not to exceed 30 grams whenever feasible)**, salt and simple sugar.

#### **DIETARY NUTRITION DOCUMENTATION**

Documentation of nutritional adequacy must reflect, at a minimum, adequate provision of the following six nutrients: protein, calcium, iron, thiamin, vitamin A, and Vitamin C. Documentation must show that each meal provides at least 600 and not more than 1,000 calories **(the recommended level being between 750 and 850 calories)**. -

Methods of nutrient analysis documentation may be any one or a combination of the following:

- A computer **(or manual)** analysis based upon USDA Handbook Number 456, and Number 8 or Number 72.
- A nutrient standard method.
- A checklist methods or food group methods approved by the Texas Department of Aging and Disability Services.

All raw food used in the preparation of meals should be of the highest possible quality. All food will be prepared from standardized recipes, without added salt. Tested quality recipes, adjusted to yield the number of servings needed must be used to assure consistent and desirable quality and quantity. The provider will maintain recipe files for all menu items for inspection upon request by **DAAA**.

### **DAILY CLEANING AND ILLNESS REPORTING**

Daily cleaning and sanitizing of serving utensils will be the responsibility of nutrition site personnel.

The provider will promptly initiate investigation by local health authorities of complaints involving two or more persons with symptoms of food borne illness within a similar time frame after consuming food at a nutrition site.

**DAAA must be notified by the provider immediately of reports of food borne illness. The provider will promptly investigate reports of food adulterated by any foreign object. DAAA must be notified by the provider immediately of reports of adulterated food. The provider will ensure that site volunteers and staff who serve food receive training covering food handling and sanitation practices. The provider must maintain a copy of the sign-in sheet for training.**

### **PENALTIES**

A penalty of \$50.00 per incident will be imposed on the awarded vendor for services that are not received within the guidelines of the signed contract. Examples: meals that are delivered early, late, cold, or without condiments.

### **NUTRITIONAL EDUCATION SESSIONS:**

Provider must provide a nutritional education session each month at meal location. The education materials covered must have been developed and /or approved by a dietitian for use with older adults and delivered by a person who has been trained to conduct nutritional education sessions. Each session must be a minimum of 15 minutes in length and be documented in a format indicating the date and topic of training. All nutritional education material must be preapproved by The Dallas Area Agency on Aging.

### **MINIMUM QUALIFICATIONS**

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

It is expected that the successful firm will exceed these qualifications. Firms shall:

1. Have provided services similar to those specified herein to at least three (3) clients in the past five (5) years; and,

Proposals will be evaluated and scored as follows:

- Experience 20 Points
- Qualifications 30 Points
- Submittal Complete 10 Points
- Price 40 Points

#### **RESPONDENT COST TO DEVELOP PROPOSAL.**

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

#### **INSTRUCTIONS FOR RESPONDING TO THIS RFP.**

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

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

1. W9
2. Conflict of Interest
3. Copy of your valid health permit for Commissary Commercial Kitchen.
4. Statement of Qualifications Form
5. Non-Appropriations Clause Affidavit

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

- |              |   |
|--------------|---|
| Attachment A | Statement that you have or can purchase the required insurance prior to beginning the contract.   |
| Attachment B | Statement indicating the following: <ol style="list-style-type: none"><li>a. Contact information for the binding official/owner.</li><li>b. Contact information for the primary contact.</li><li>c. Acknowledgement that your firm has the staff and time to maintain the contract.</li></ol> |
| Attachment C | Five Day Sample Menu  |

**PRE-BID MEETING AT CITY HALL NOVEMBER 8<sup>TH</sup> 2017 AT 3PM**

# City of Lancaster, Texas (Purchasing)

## Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Alton Dixon Purchasing Agent	Address	PO Box 940	Address
Email	adixon@lancaster-tx.com		Lancaster, TX 75146	
Phone	1 (972) 218-1329	Contact	Alton Dixon Purchasing Agent	Contact
Fax	1 (972) 218-3621		Purchasing	Department
Bid Number	2017-91	Department		Building
Title	Meal Services	Building		
Bid Type	RFP			Floor/Room
Issue Date	10/18/2017 10:00 AM (CT)	Floor/Room		Telephone
Close Date	11/21/2017 03:02:06 PM (CT)	Telephone	(972) 218-1329	Fax
		Fax	(972) 218-3621	Email
		Email	adixon@lancaster-tx.com	

### Supplier Information

Company	The Chocolate MINT Foundation
Address	201 Executive Way
	Desoto, TX 75115
Contact	Felicia Frazier
Department	
Building	
Floor/Room	
Telephone	(972) 224-7200 x100
Fax	(972) 755-4910
Email	felicia.frazier@thechocolatemint.org
Submitted	11/20/2017 08:32:19 AM (CT)
Total	\$50,200.00

The undersigned declares that the amount and nature of the materials/services to be furnished is understood and that the nature of this proposal is in strict accordance with the conditions set forth and is a part of this proposal, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the proposals are opened.

The undersigned affirms that they are duly authorized to execute this contract that this company, corporation, firm, partnership or individual 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.

Signature Jammy Green

Email jammy.green@thechocolatemint.org

### Supplier Notes

### Bid Notes

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## Bid Activities

Date	Name	Description
10/6/2017 08:00:00 AM (CT)	Week 1	Week 1 Advertisement - Focus News
10/8/2017 02:00:00 PM (CT)	Week 2	Advertisement
11/8/2017 03:00:00 PM (CT)	Pre-Bid Meeting	Pre-Bid will be at City Hall 211 N. Henry St Lancaster, TX 75146 AT 3PM
11/21/2017 03:00:00 PM (CT)	RFP Due	Proposals Due at 3pm

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## Bid Messages

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### Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Annual Contract	This agreement will contain a fixed pricing structure for the term of the agreement. Quantities shown are estimates and NOT a commitment to buy any specific quantity. Orders will be placed on a non-exclusive, "as needed", basis.	Agreed
2	One Year - 4 Renewals	Length of this contract shall be for one (1) full year with the option to renew the contract for four additional one-year periods. Both parties must be in agreement.	Agree
3	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.	Agree
4	Response Term	Responses shall be valid for ninety (90) calendar days after the opening date and shall constitute an irrevocable offer to the City of Lancaster for the 90 calendar day period. The 90 calendar day period may be extended by mutual agreement of the parties.	Agree
5	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/RFP or contract (e.g., Contractor, Vendor).	Agree
6	Company Ownership	Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.	No
7	Litigation with City of Lancaster	Is your firm involved in any litigation (past or pending) with the city of Lancaster? If yes, please provide details.	No

8	NEPOTISM STATEMENT	The Bidder or Proposer or any officer, if the Bidder or Proposer is other than an individual, shall state whether Bidder or Proposer has a relationship, either by blood or marriage, with any official or employee of the City of Lancaster:	Not Related
9	Non-Performance	Identify if your firm has had any contracts terminated due to non-performance over the past five (5) years.	No
10	Open Records Act	All responses will be maintained confidential until award is finalized. At that time, all proposals are subject to the Open Records Act.	Agreed
11	PROPERTY TAXES	Please indicate whether you or your company, owe delinquent property taxes to the City whether an assumed name, partnership, corporation, or any other legal form.	Do Not
12	Website Address	Enter product website information	www.mintcares.org
13	Cooperative Agreement	Should other Government Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications, and pricing would apply?  If you, the Vendor checked yes, the following will apply: Government entities utilizing Inter-Governmental Contracts with the City of Lancaster will be eligible, but not obligated, to purchase materials/services under this contract(s) awarded as a result of this bid. All purchases by Governmental Entities other than the City of Lancaster will be billed directly to that Governmental Entity and paid by that Governmental Entity. The City of Lancaster will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their own material/service as needed.	Yes
14	T&C Acknowledgement	I have read and agree to the terms and conditions of this bid.	Agreed
15	Bid Acknowledgement	Bidder affirms that they have read and understand all requirements of this proposal. Additionally, the bidder affirms that they are duly authorized to execute this contract and that this company has not prepared this proposal in collusion with any other proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the bidder nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this type of business prior to the official opening of this proposal.	Agreed
16	Insurance	Vendor shall provide insurance as listed in the insurance requirements attached.	Understood
17	Alternate Items	1.) Variations from the specification may be acceptable provided such differences are noted on the bid and detailed specifications uploaded for review.  2.) Any substitutions from the brand name mentioned must be proved to be equal and may be considered for award by the Purchasing Agent and requesting department, if so proven.	Agreed
18	County	What county is your principal place of business located?	Dallas County

19	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.	(No Response Required)
20	Audit	The City reserves the right to audit the records and performance of the Contractor during the term of the contract and for three years thereafter.	(No Response Required)
21	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.	(No Response Required)
22	Questions	All questions shall be addressed to Alton Dixon, Purchasing Agent via email at purchasing@lancaster-tx.com.	Agree
23	Laws and ordenances	The Contractor shall at all times observe and comply with all Federal, State, and local laws, ordinances and regulations which in any manner affect the Contract or the work.	Understood
24	Change Orders	No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the city of Lancaster.	Agreed
25	Late Submission	Bids/RFQs are not accepted after the closing date and time. The City of Lancaster is not responsible computer, mail or carrier issues/problems. The server time located in the top right corner of this software is the official clock. It is the responsibility of the user to ensure you have chosen the correct time zone for your company.	Understood
26	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.	Understood
27	AWARD OF CONTRACT	The contractor shall not commence work under these terms and conditions of the contract until all applicable Certificates of Insurance, Performance and Payment Bonds and have been approved by the City of Lancaster and he/she has received notice to proceed in writing and an executed copy of the contract from the City of Lancaster.	Agreed

28	Deviation	<p>DEVIATIONS: In the event, you the Proposer, intends to deviate from the general terms, conditions, special conditions or specifications contrary to those listed in the "Terms and Conditions" and other information attached hereto, all such deviations must be detailed and uploaded in the RESPONSE ATTACHMENTS section of the e-pro system with the description DEVIATION.</p> <p>NO DEVIATIONS: In the absence of any deviation, Proposer assures the City of Proposer's compliance with the Terms, Conditions, Specifications, and information contained in this RFP.</p>	None
29	Contractor Independence	Contractor will operate as an independent contractor and not an agent, representative, partner, or employee of the City of Lancaster, and shall control his operations at the work site, and be solely responsible for the acts or omissions of his employee(s). All wages, taxes, and worker's compensation of all contract employees shall be paid by the contractor.	(No Response Required)
30	MWBE 1	Is your company M/WBE or HUB certified?	No
31	MWBE 2	If yes, what is your certification number?	
32	MWBE 3	If yes, what agency completed the certification?	
33	MWBE 4	If yes, what is the expiration date of your certification?	
34	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>	Agreed
35	Reciprocal Information 1	<p>The City of Lancaster, as a governmental agency of the State of Texas, may not award a contract for general construction, improvements, services or public works projects or purchases of supplies, materials, or equipment to a non-resident bidder unless the non-resident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder to obtain a comparable contract in the state in which the non-resident's principal place of business is located (Article 601g v.t.c.s.). Bidder shall answer all the following questions by encircling the appropriate response or completing the blank provided.</p> <p><b>**Where is your principal place of business?</b></p>	Texas
36	Reciprocal Information 2	For Businesses not located in Texas, does your state favor resident bidders (bidders in your state) by some dollar increment or percentage?	N/A
37	Reciprocal Information 3	If Yes, What is the dollar increment or percentage?	n/a
38	Notification	How did you here about this bid opportunity?	e-pro
39	Plan Room - Other	If yes for a plan room or other, please list which plan room or other means of notification.	

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## Line Items

#	Qty	UOM	Description	Response
1	1	PKG	Food Service Meals and Supplies	\$50,200.00

Item Notes: cost per meal

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Prompt Payment Discount	Indicate whether Bidder offers a prompt payment discount. Discounts will not be considered in determining low bid. Unless otherwise specified, payment terms will be Net 30.	5% discount net 15

Package Line Items:

#	Qty	UOM	Description	Response
1.1	12,550	Meals	Meals Services Delivered to: 240 Veterans Memorial Pkwy, Lancaster, TX 75134. Unit price is all inclusive of labor, delivery and food cost.	4.00

Item Notes: Average 50 per day.

Supplier  
Notes:

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2	1	EA	Cost per Nutritional Education Sessions	\$0.00
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Item Notes:

Supplier Notes:

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Response Total:	\$50,200.00
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## LANCASTER CITY COUNCIL

### City Council Special Meeting

6.

**Meeting Date:** 12/04/2017

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

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

**Submitted by:** Bester Munyaradzi, Senior Planner

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#### **Agenda Caption:**

Z17-07 Conduct a Public Hearing and consider an ordinance amending ordinance 2006-04-13 and as amended the Lancaster Development Code and map of the City as amended by granting a change in zoning from Planned Development- Neighborhood Services (PD-NS) to Light Industrial (LI). The property is approximately 6.52 acres of land, located on the northeast corner of Balmorhea Drive and N. Dallas Avenue. The property is addressed as 3700 N. Dallas Avenue and described as Lot 2R, Block A, VanTrust I-20 Logistics Addition in the Smith Elkins Survey, Abstract number 430 City of Lancaster, Dallas County, Texas.

#### **Background:**

1. **Location and Size:** The property is located on the northeast corner of the intersection of North Dallas Avenue and Balmorhea Drive. The parcel contains 6.52 acres of land.
2. **Current Zoning:** The subject property is currently zoned Planned Development-Neighborhood Services (PD-NS).
3. **Adjacent Properties:**  
North: Planned Development- Light Industrial (PD-LI) - Warehouse Building  
South: Planned Development- Light Industrial (PD-LI) {Vacant}  
East: Light Industrial {City of Dallas}  
West: Planned Development- Light Industrial (PD-LI) - FedEx and Access Self Storage
4. **Comprehensive Plan Compatibility:** The Comprehensive Plan, Future Land Use map designates this area as Logistics/Distribution. The zoning request is therefore consistent with the Comprehensive Plan Future Land Use Map.

#### 5. **Case History:**

Date	Body	Action
06/05/07	P&Z	Z07-17 Comprehensive Plan amendment and Zoning Change request recommended approval with Retail at northeast corner of Telephone Road and Dallas Avenue.
06/25/07	CC	Z07-17 Approved with stipulations
02/16/10	P&Z	Z10-05 Land swap and rezoning request recommended for approval
03/08/10	CC	Z10-05 Land swap and rezoning request tabled until March 22, 2010

03/22/10	CC	Z10-05 Land swap and rezoning request tabled until April 12, 2010
04/12/10		Z10-05 Applicant withdrew application until a later date
05/24/10	CC	Z10-05 Land swap request denied.
02/11/13	CC	Denied - Waiving requirement for connection to Lancaster water and wastewater system and resolution for ongoing maintenance of median on right-of-ways.
09/03/13	P&Z	PS 13-08 Lots 1, 2, 3, Block A, Ridge Logistics Center Final Plat approved.
09/24/13	P&Z	Z13-03 Comprehensive Plan amendment and Zoning Change request tabled until October 1, 2013. The public hearing was conducted and closed at this meeting.
10/01/13	P&Z	Z13-03 Comprehensive Plan amendment and Zoning Change request recommended approval with land use stipulations that are included in the attached Ordinance.
10/28/13	CC	Z13-03 Comprehensive Plan amendment and Zoning Change request – conducted and closed Public Hearing, approved the zoning change request and directed Staff and the City Attorney to bring the Ordinance back for Council consideration.
11/18/2013	CC	Z13-03 Approved Ordinance #2013-11-35
10/03/2017	P&Z	Z17-08 Recommended approval of the zoning request

At the last City Council meeting on November 13, 2017, the City Council considered a request to change the zoning of the above referenced property from Planned Development-Neighborhood Services (PD-NS) to Light Industrial. While discussing this case, the City Council indicated a desire to delete some of the uses that are allowed within Light Industrial zoning as a part of this zoning change request. The City Attorney has advised that since this is a request to approve a zoning change to straight zoning of Light Industrial, there is no mechanism to add to or remove allowed uses. The only way to add or remove uses would be through a Planned Development. Additionally, since the Planning and Zoning Commission only considered a zoning change to Light Industrial and did not consider a Planned Development zoning change, the City Council should not consider a Planned Development zoning change without referring the item back to the Planning and Zoning Commission for consideration.

Staff also met with the applicant and the applicant requested that the item move forward pursuant to their application.

#### **Operational Considerations:**

This is a request to amend the Planned Development-Neighborhood Services (PD-NS) zoning from the existing PD-NS zoning to Light Industrial (LI) for the purpose of developing a 117,000 square foot industrial building. As indicated in the above history, this property was previously zoned LI and was changed to NS. Since the passage of the 2016 Comprehensive Plan in October 2016, this property is now envisioned to be suitable for Logistics and Distribution uses.

Pursuant to Section 14.1101 of the LDC, when reviewing a zoning change application, there are five (5) considerations that must be made when deciding on a zoning change application. Following is an analysis of these considerations:

**Consistency with the Comprehensive Plan:** The Comprehensive Plan Future Land Use map designates this area as Logistics/Distribution. Logistics/Distribution is envisioned to place types which focus on creating and retaining large floor plan, clean warehouse space and flex space in the city. Primary land uses for the Logistics/Distribution include transportation related distribution centers, technology/data centers and flex office. Secondary uses include supporting logistics suppliers, retail, office uses, incubators, training facilities, civic and institutional uses in addition to parks. The zoning

change request is therefore consistent with the Comprehensive Plan shown on the attached Comprehensive Plan excerpt and map.

**Potential Impact on Adjacent Development:** This property is part of VanTrust I-20 Logistics and is compatible with the newly built warehouses to the north, development in Dallas and the proposed Logistics Distribution Center west of this site.

**Availability of utilities and access:** The subject property is served by City of Lancaster water and sanitary sewer. Any building constructed within the City of Lancaster will have access to water and waste water utilities from Lancaster. Access to this site will be from both S.H. 342 (Dallas Avenue) and Balmorhea Drive.

**Site conditions such as vegetation, topography and flood plain:** The subject property is currently undeveloped. Upon construction of this site, factors such as vegetation, topography and flood plain issues will be addressed as part of the site plan approval process and more specifically during the civil review before construction.

**Timing of Development as it relates to Lancaster's Capital Improvement Plan:** The City of Lancaster Capital Improvement Plan (CIP) does not have improvement plans for Balmorhea Drive. S.H. 342 (Dallas Avenue) as it is a State Highway and maintained by the Texas Department of Transportation.

The requested re-zoning is consistent with the City's vision for the area and meets the five (5) considerations that must be made when deciding on a zoning change application. Therefore, staff recommends approval of the re-zoning request as submitted.

**Public Information Considerations:**

A notice for the public hearing appeared in the Focus Daily Newspaper 10 days prior to October 3, 2017 for the Planning & Zoning Commission meeting. Staff also mailed notifications of this public hearing to all property owners within 200-feet of the subject site, and zoning signs were placed on the subject property. These actions fulfill the noticing requirement pursuant to Section 14.207 of the Lancaster Development Code LDC). Of the notifications that were mailed to neighboring property owners, no notifications were returned in favor or opposition of this application.

A notice for this November 13, 2017 public hearing appeared in the Focus Daily Newspaper on October 6, 2017 and notices to property owners within 200-feet of the subject site were also mailed on October 5, 2017. There were no notifications returned regarding this item.

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

**Options/Alternatives:**

1. Council may approve the zoning change to Light Industrial.
2. Council may deny the zoning change to Light Industrial.
3. Council may refer the item to the Planning and Zoning Commission for reconsideration.

**Recommendation:**

This item was considered at the Planning and Zoning Commission (P&Z) meeting on October 3, 2017 and P&Z recommended approval. Staff concurs with the P&Z.

**Attachments**

Ordinance

Location Map

Letter of Intent  
Zoning Exhibit  
Concept Plan Exhibit  
Facade Plan  
Proposed Look Alike Building Pictures  
Comprehensive Plan Excerpt  
Future Land Use Plan  
Ordinance #2013-11-35 (Existing Ordinance)  
P&Z Agenda Communication with Attachments (October 03, 2017)  
P&Z Approved Minutes (October 03, 2017)

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## ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, AMENDING ORDINANCE NO. 13-84, THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF LANCASTER, AS AMENDED, BY GRANTING A CHANGE IN ZONING FROM PLANNED DEVELOPMENT-NEIGHBORHOOD SERVICES (PD-NS) TO LIGHT INDUSTRIAL (LI), FOR A PROPERTY TOTALING APPROXIMATELY 6.52 ACRES OF LAND LOCATED ON THE NORTHEAST CORNER OF BALMORHEA DRIVE AND N. DALLAS AVENUE AND BEING MORE PARTICULARLY DESCRIBED AS LOT 2R, BLOCK A, VANTRUST 1-20 LOGISTICS ADDITION IN THE SMITH ELKINS SURVEY, ABSTRACT NUMBER 430, CITY OF LANCASTER, DALLAS COUNTY, TEXAS AS SHOWN ON THE ZONING EXHIBIT ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND (\$2,000) DOLLARS FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lancaster has received a request for a zoning district change; and

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

**WHEREAS**, the City Council of the City of Lancaster is of the opinion and finds that the Comprehensive Zoning Ordinance and Map should be amended.

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

**SECTION 1.** That in conformance with Zoning Case No. Z 17-07, the Comprehensive Zoning Ordinance and Map of the City of Lancaster be hereby amended to grant a change in zoning from PD-NS, (Planned Development-Neighborhood Services) to LI, (Light Industrial), for that certain tract of land totaling approximately 6.52 acres located on the northeast corner of Balmorhea Drive and N. Dallas Avenue, being more particularly described on the Zoning Exhibit and Legal Description, attached hereto and made a part hereof for all purposes.

**SECTION 2.** Ordinance Number 13-84, the Zoning Ordinance of the City of Lancaster, Texas, as amended, shall remain in full force and effect, save and except as expressly amended by this ordinance.

**SECTION 3.** If any article, paragraph, subdivision, clause or provision of this ordinance or the Comprehensive Zoning Ordinance, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such judgment or holding shall not affect the validity of this ordinance as a whole or any part or provision thereof, or of the Comprehensive Zoning Ordinance, as amended hereby, other than the part so declared to be invalid or unconstitutional.

**SECTION 4.** Any person, firm or corporation violating any of the provisions of this ordinance or the Comprehensive Zoning Ordinance of the City of Lancaster, Texas, as amended hereby, shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court of the City of Lancaster, Texas, shall be subject to a fine not to exceed the sum of Two Thousand (\$2,000.00) dollars for each offense, and each and every day such offense shall continue shall be deemed to constitute a separate offense.

**SECTION 5.** This ordinance shall take effect immediately from and after its passage and the publication of the caption as the law and charter in such cases provide.

**DULY PASSED** and approved by the City Council of the City of Lancaster, Texas, on this the 4th day of December, 2017.

**ATTEST:**

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Sorangel O. Arenas, City Secretary

**APPROVED:**

---

Marcus E. Knight, Mayor

**APPROVED AS TO FORM:**

---

David T. Ritter, City Attorney



City of Lancaster

# VanTrust I-20 Logistics Center Zoned: Planned Development

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

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

0 80 160 320 Feet



August 18, 2017

Bester Munyaradzi  
Senior Planner  
Development Services, Planning  
Lancaster City Hall  
700 E. Main Street  
Lancaster, TX 75146

RE: **Letter of Intent**  
**DalParc I-20 Logistics Zoning Request**  
**Van Trust Real Estate**  
**Lancaster, Texas**

Dear Bester:

In accordance with the guidelines provided in the City's Zoning Application Packet, Kimley-Horn is submitting this Letter of Intent to rezone property owned by Van Trust Real Estate, LLC in the municipal limits of Lancaster, Texas.

The intent of the Light Industrial District Zoning is generally described as follows:

- Reallocation of the Neighborhood Service (NS) to Light Industrial (LI) use within the subject property as depicted on the included Zoning Exhibit; intended to enhance the marketability and developability of land consistent with current market demand.

We look forward to navigating the City's process in close coordination with City Staff, Planning and Zoning Commission, and City Council. Please reach out with any questions or concerns regarding our application, and send along comments once available. We anticipate our case will be heard by Planning and Zoning Commission on October 3, 2017, and City Council on October 23, 2017.

Please contact me at (972) 776-1780 or [dan.gallagher@kimley-horn.com](mailto:dan.gallagher@kimley-horn.com) should you need any further information.

Sincerely,

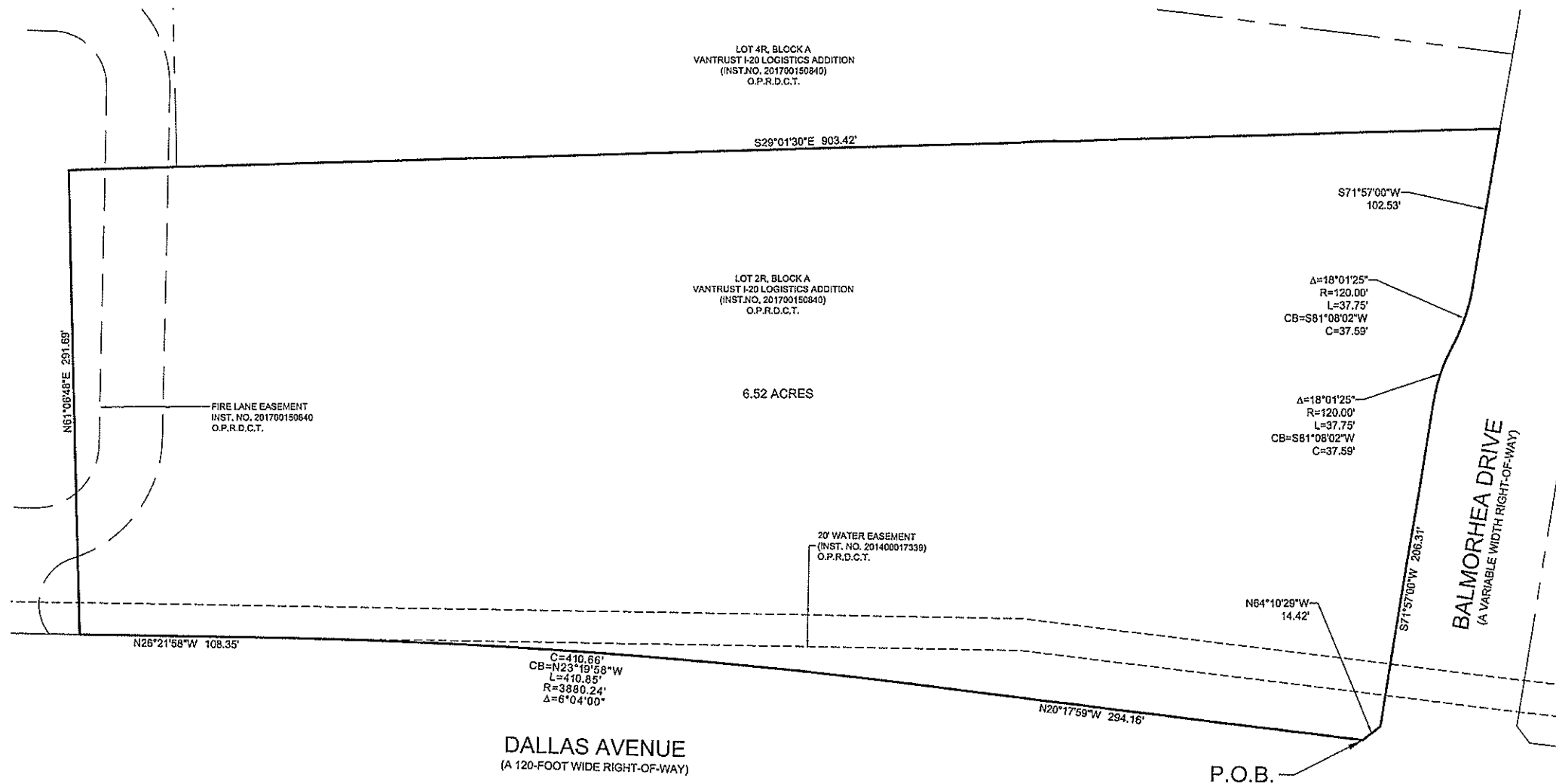
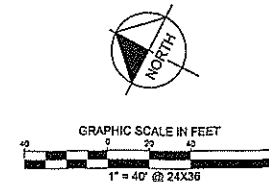
A handwritten signature in black ink, appearing to read 'Dan Gallagher'.

Dan Gallagher, P.E.

**RECEIVED**

**AUG 18 2017**

**Planning Division**



#### LEGAL DESCRIPTION

BEING a tract of land situated in the Smith Elkins Survey, Abstract No. 430, City of Lancaster, Dallas County, Texas and being all of Lot 2R, Block A, Vantrust I-20 Logistics Addition, an addition to the City of Lancaster according to the plat recorded in Instrument No. 201700150840 of the Official Public Records of Dallas County, Texas and being more particularly described as follows:

**BEGINNING** at the north end of a right-of-way corner clip located at the intersection of the north right-of-way line of Balmorhea Drive (a variable width right-of-way) and the east right-of-way line of Dallas Avenue (a 120-foot wide right-of-way);

**THENCE** with said east right-of-way line of Dallas Avenue, the following courses and distances:

North 20°17'59\"/>

**THENCE** departing said east right-of-way line of Dallas Avenue and with the northwest line of said Lot 2R, Block A, North 61°06'48\"/>

**THENCE** with the northeast line of said Lot 2R, Block A, South 29°01'30\"/>

**THENCE** with said north right-of-way line of Balmorhea, the following courses and distances:

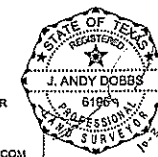
South 71°57'00\"/>

**THENCE** with said right-of-way corner clip, North 64°10'29\"/>

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

J. ANDY DOBBS  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 6196  
13455 NOEL ROAD  
TWO GALLERIA OFFICE TOWER  
SUITE 700  
DALLAS, TEXAS 75240  
PH. (972) 770-1300  
ANDY.DOBBS@KIMLEY-HORN.COM



RECEIVED

OCT 03 2017

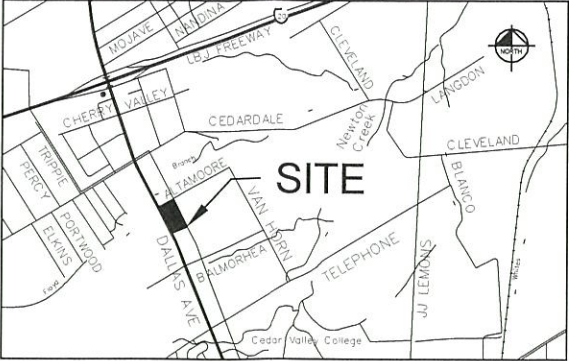
Planning Division

EXHIBIT  
SMITH ELKINS SURVEY, ABSTRACT NO. 430  
CITY OF LANCASTER, DALLAS COUNTY, TEXAS

Kimley»Horn					
13455 Noel Road, Two Galleria Office Tower, Suite 700, Dallas, Texas 75240			Tel. No. (972) 770-1300 Fax No. (972) 239-3820		
FIRM # 10115500					
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 40'	MTC	JAD	OCT. 2017	054491500	1 OF 1



VICINITY MAP  
NOT TO SCALE



DalParc I-20 Logistics

Lancaster, TX

Project No.15200

**OWNER/DEVELOPER:**  
Chris McCluskey  
DalParc I-20 Logistics, LLC  
16000 N. Dallas Pkwy.  
Suite 285  
Dallas, TX 75248  
214.888.3030

**GENERAL CONTRACTOR:**  
Ronnie Cupp  
The Conlan Company  
1501 LBJ Freeway  
Suite 550  
Farmers Branch, TX 75234  
469.522.7001

**ARCHITECT:**  
Charles J. Reagan, AIA  
Alliance Architects, Inc.  
1600 N. Collins Blvd.  
Suite 1000  
Richardson, TX 75080  
972.233.0400

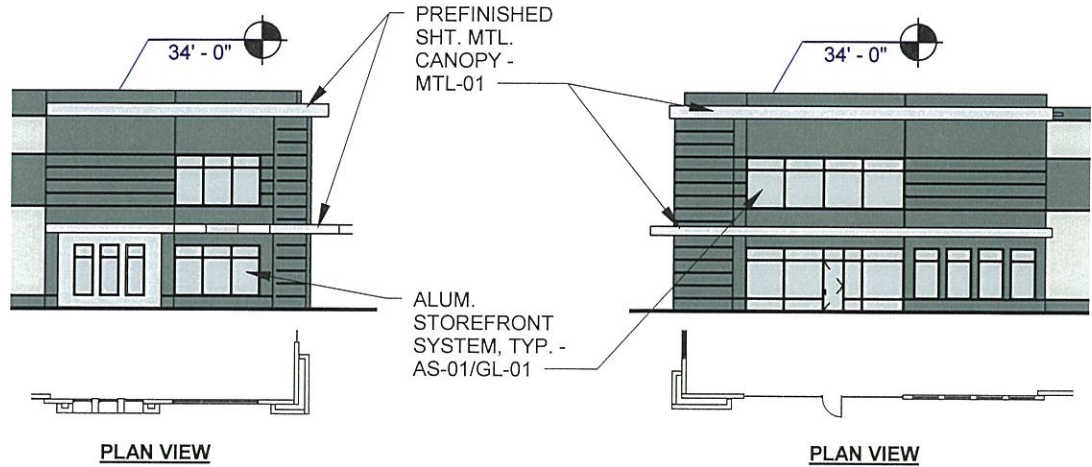
**CIVIL ENGINEER:**  
Dan P. Gallagher, P.E.  
Kimley-Horn and Associates, Inc.  
12750 Merit Dr.  
Suite 1000  
Dallas, TX 75205  
972.770.1300

**LANDSCAPE ARCHITECT:**  
Kori Haug, AIA  
Belle Firma, Inc.  
4245 North Central Expy  
Suite 501  
Dallas, TX 75205  
214.865.7192

FACADE MATERIAL SCHEDULE

Mark	Name	Model/Color
AS-01	Aluminum storefront system	Clear anodized
GL-01	Glazing	Gray tint
MTL-01	Prefinished sheet metal	Match to Alucobond Cadet Gray
PT-01	Paint	SW7022 Alpaca
TC-01	Textured coating (field color)	SW7022 Alpaca
TC-02	Textured coating (accent color)	SW7019 Gauntlet Gray

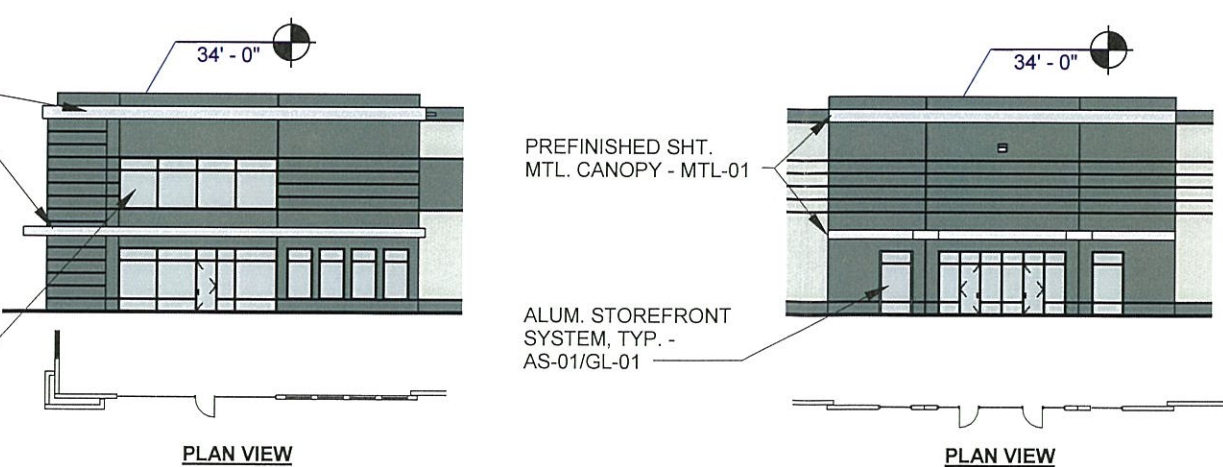
- NOTES:
- ROOF MATERIAL TO BE TPO (WHITE)
  - PRIMARY ROOF DRAINAGE VIA INTERNAL ROOF DRAINS



PLAN VIEW

7 CORNER ENTRY DETAIL

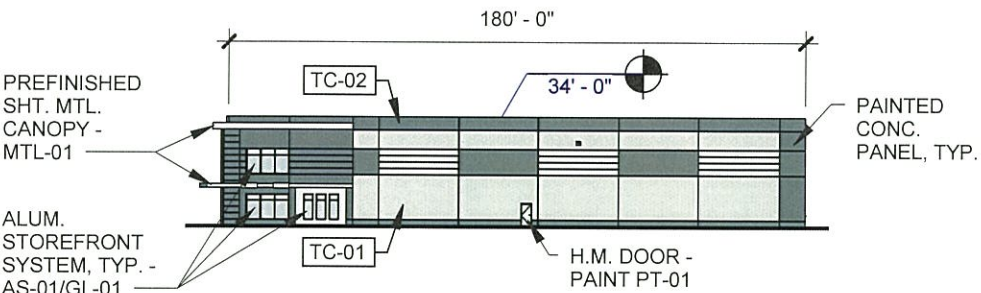
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PLAN VIEW

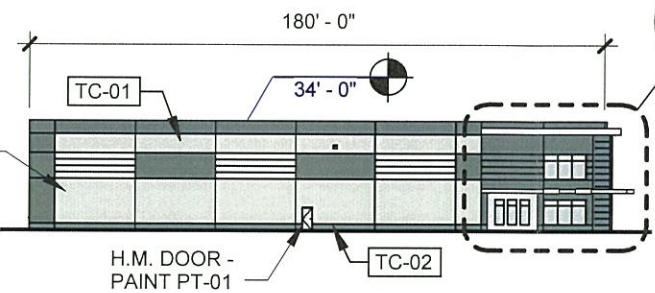
5 CENTER ENTRY DETAIL

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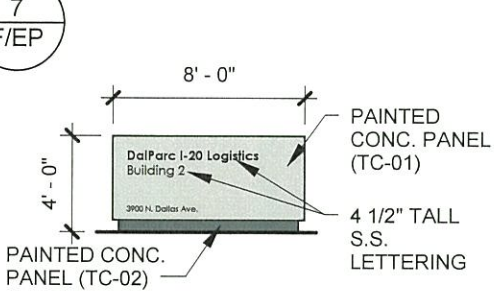
4 SOUTH ELEVATION

Scale: 1" = 60'-0"



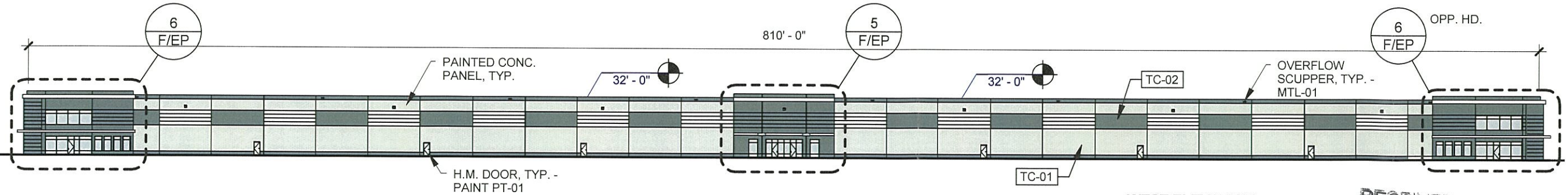
3 NORTH ELEVATION

Scale: 1" = 60'-0"



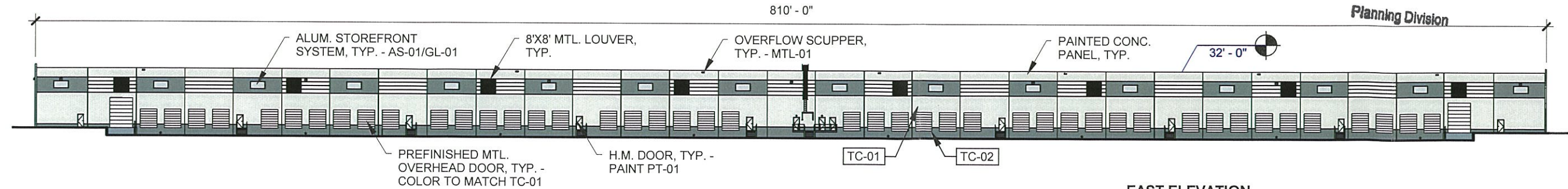
12 MONUMENT SIGN DETAIL

Scale: 1/8" = 1'-0"



2 WEST ELEVATION

Scale: 1" = 60'-0"



1 EAST ELEVATION

Scale: 1" = 60'-0"

VanTrust  
I-20 Logistics Addition  
Lot 2R, Block A

DRAWING RECORD

Date	Description

FACADE/ELEVATION  
(CONCEPT ONLY)

09/18/17



NORTHWEST BUILDING CORNER  
LOOKING EAST ACROSS SH 342



FRONT ENTRY ON WEST SIDE OF BUILDING  
LOOKING EAST FROM SH 342



NORTHWEST BUILDING CORNER  
LOOKING NORTHEAST ACROSS SH 342



## University Research Center

### Character & Intent

The University and Research Center is higher education focused with potential research components and providing ancillary space for businesses and corporations supporting the core purpose of the university. The University Research Center will also support the residential and commercial needs for students and employees.

### Land Use Considerations

#### Primary Land Uses

Higher education, research and technology, professional office, townhomes, urban residential, restaurant, retail

#### Secondary Land Uses

Civic and institutional uses, parks

### Precedent Photos



## Logistics/Distribution

### Character & Intent

Logistics and Distribution place types will focus on creating and retaining large floor plate, clean warehouse space and flex space in the City.

### Land Use Considerations

#### Primary Land Uses

Transportation related distribution centers, technology/data centers, flex office

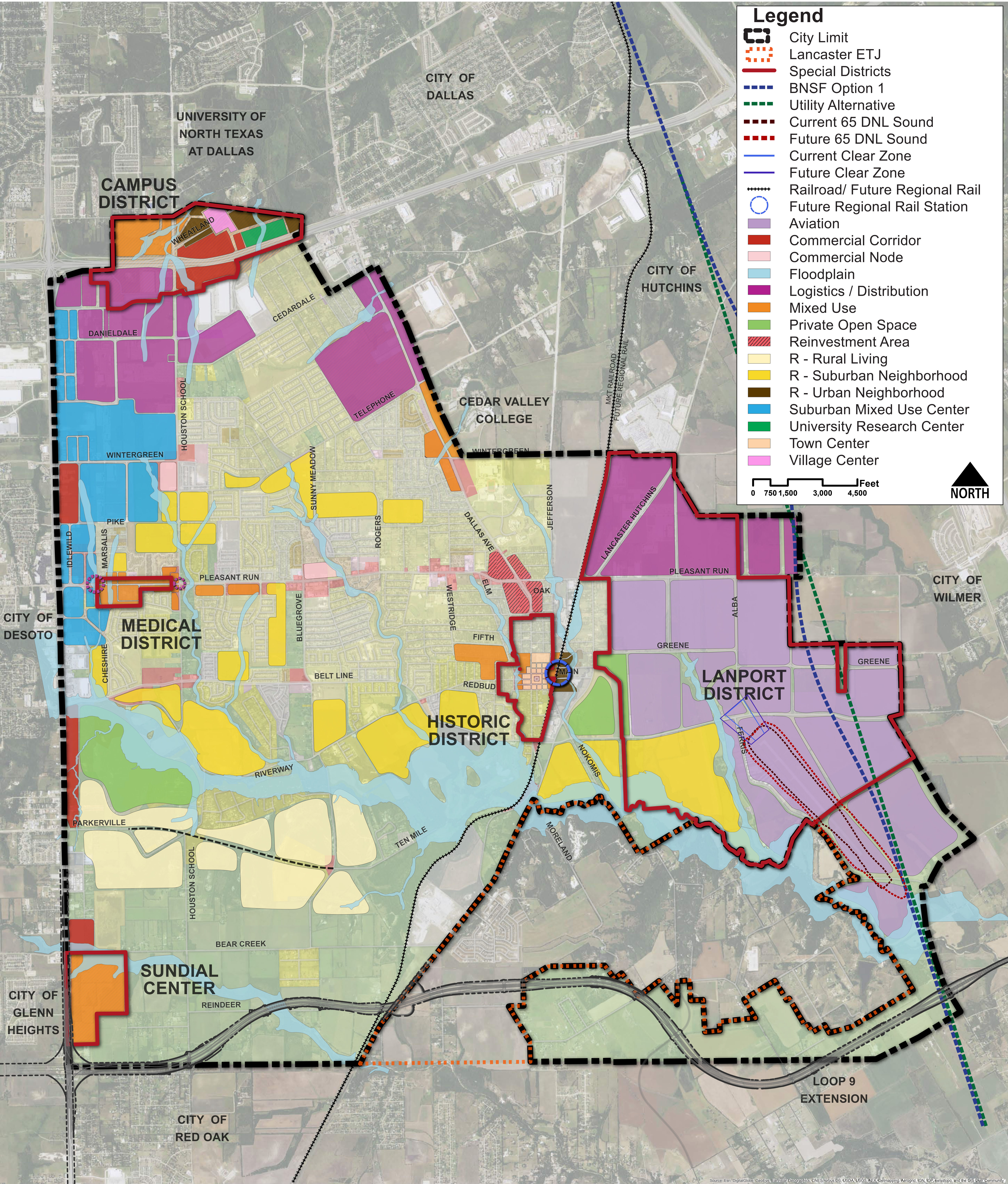
#### Secondary Land Uses

Supporting logistics suppliers, retail and office uses, incubators, training facilities, civic and institutional uses, parks

### Precedent Photos



# Preferred Scenario



AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS

ORDINANCE NO. 2013-11-35

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, AMENDING THE 2002 COMPREHENSIVE PLAN AND FUTURE LAND USE MAP OF THE CITY OF LANCASTER, TEXAS, AS HERETOFORE AMENDED, BY AMENDING THE LAND USE DESIGNATIONS OF APPROXIMATELY 44.08 ACRES OF PROPERTY DESCRIBED AS LOTS 1, 2, AND 3, BLOCK A, RIDGE LOGISTICS CENTER OF SMITH ELKINS SURVEY, ABSTRACT NO. 430, PAGE 325, CITY OF LANCASTER, DALLAS COUNTY, TEXAS, LOCATED AT THE NORTHEAST CORNER OF TELEPHONE ROAD AND NORTH DALLAS AVENUE, IN THE CITY OF LANCASTER, DALLAS COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT A (THE "PROPERTY"), WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN, FROM RETAIL TO LIGHT INDUSTRIAL; AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF LANCASTER, TEXAS, AS HERETOFORE AMENDED, BY GRANTING A CHANGE IN ZONING ON APPROXIMATELY 11.08 ACRES OF THE PROPERTY FROM LIGHT INDUSTRIAL (LI) TO PLANNED DEVELOPMENT- NEIGHBORHOOD SERVICES (PD-NS), INCLUDING TRACTS 3, 5 AND 8 LISTED IN EXHIBIT A; AND BY GRANTING A CHANGE IN ZONING ON ANOTHER 11.08 ACRE PORTION OF THE PROPERTY FROM NEIGHBORHOOD SERVICES (NS) TO PLANNED DEVELOPMENT- LIGHT INDUSTRIAL (PD-LI), INCLUDING TRACT 9 LISTED IN EXHIBIT A, AS DEPICTED IN THE FUTURE LAND USE PLAN ATTACHED AS EXHIBIT B; REQUIRING THE PROPERTY TO BE REPLATTED WITHIN 180 DAYS OF THE EFFECTIVE DATE OF THIS ORDINANCE; PROVIDING FOR DEVELOPMENT REGULATIONS, BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT C, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR A CONCEPT PLAN, BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT D, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR REQUIRED SIGN RENDERINGS, BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT E, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City Planning and Zoning Commission and the governing body of the City of Lancaster, Texas, in compliance with the laws of the State of Texas and pursuant to the Comprehensive Zoning Ordinance of the City of Lancaster, Texas, have given requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, and to all persons interested and situated in the affected area and in the vicinity thereof, the said governing body is of the opinion that the land use change to the 2002 Comprehensive Plan and Land Use Map and the zoning change to the Comprehensive Zoning Ordinance and Map should be approved, and in the exercise of legislative discretion have concluded that the Comprehensive Plan, Land Use Map, Comprehensive Zoning Ordinance and Map should be amended.

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

**SECTION 1.** That the 2002 Comprehensive Land Use Plan and map thereof of the City of Lancaster, Texas shall be hereby amended by amending the land use designations on approximately 44.08 acres of property described as Lots 1, 2 and 3, Block A, Ridge Logistics Center of Smith Elkins Survey, Abstract No. 430, Page 325, City of Lancaster, Dallas County, Texas, located in the Northeast corner of Telephone Road and North Dallas Avenue, in the City of Lancaster, Dallas County, Texas, as more specifically described in the legal description attached hereto and incorporated herein as Exhibit "A" (the "Property") from retail to light industrial. The Future Land Use Map of the City of Lancaster, Texas shall also be hereby amended to reflect the change in land use designation on the Property as stated herein), as depicted in the Future Land Use Plan attached hereto and incorporated herein as Exhibit B.

**SECTION 2.** That the Comprehensive Zoning Ordinance and Map of the City of Lancaster, Texas, duly passed by the governing body of the City of Lancaster, Texas, as heretofore amended, be and the same is hereby amended by granting a change in zoning on approximately 11.08 acres of the Property from Light Industrial (LI) to Planned Development- Neighborhood Services (PD-NS), including Tracts 3, 5 and 8 listed in the legal descriptions in Exhibit A; and a change in zoning on another 11.08 acres of the Property from Neighborhood Services (NS) to Planned Development- Light Industrial (PD-LI), including Tract 9 listed in the legal descriptions attached in Exhibit A, as depicted in the Future Land Use Map attached as Exhibit B.

**SECTION 3.** That the entire Property shall be replatted within one hundred and eighty (180) days of the effective date of this Ordinance.

**SECTION 4.** That the Property shall be developed and used in compliance with the Development Regulations, attached hereto and incorporated herein as Exhibit C; the Concept Plan, attached hereto and incorporated herein as Exhibit D; and the Sign Renderings, attached hereto and incorporated herein as Exhibit E.

**SECTION 5.** That the Property shall be permitted to be used for any use listed in the Development Regulations in the LI District as property designated for Light Industrial use and in the NS District for neighborhood services, as provided in the Comprehensive Zoning District, except in those uses which are prohibited and set forth, in full, in Exhibit C.

**SECTION 6.** That the Property owner shall comply with all City and local subdivision regulations, zoning regulations, ordinances, development codes, fire code and building codes, and the structure shall be constructed in accordance with a site plan, to be presented to and approved by the City prior to commencement of construction.

**SECTION 7.** That the 2002 Comprehensive Plan, Future Land Use Map, and Comprehensive Zoning Ordinance of the City of Lancaster, Texas, as amended, shall remain in full force and effect, save and except as amended by this ordinance.

**SECTION 8.** That all provisions of the Ordinances of the City of Lancaster, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this ordinance shall remain in full force and effect.

**SECTION 9.** That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be unconstitutional, illegal or invalid, and shall not affect the validity of the Comprehensive Plan, the Future Land Use Map, or the Comprehensive Zoning Ordinance as a whole.

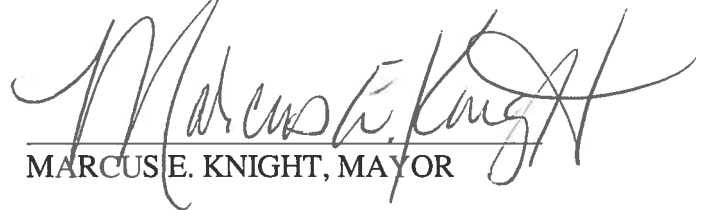
**SECTION 10.** An offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Comprehensive Plan, the Future Land Use Map, and the Comprehensive Zoning Ordinance, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

**SECTION 11.** That any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Lancaster, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

**SECTION 12.** That this ordinance shall take effect immediately from and after its passage and the publication of its caption, as the law and charter in such cases provide.

**DULY PASSED AND APPROVED** by the City Council of the City of Lancaster,  
Texas, on the 18<sup>th</sup> day of November 2013.

**APPROVED:**

  
MARCUSE E. KNIGHT, MAYOR

**ATTEST:**

  
DOLLE K. DOWNE, CITY SECRETARY

**APPROVED AS TO FORM:**

  
ROBERT E. HAGER, CITY ATTORNEY  
(REH/JPD)

**EXHIBIT A**  
**PROPERTY LEGAL DESCRIPTION**

**LEGAL DESCRIPTION**

**TRACT 1**

**ALTAMOORE DRIVE ROW DEDICATION**

**0.69 ACRE**

**BEING** a tract of land out of the Smith Elkins Survey, Abstract No. 430 in the City of Lancaster, Dallas County, Texas, being part of the 127.63 acre tract of land described in deed to Ridge South Dallas I, LLC recorded in Instrument No. 20070397850, Official Public Records of Dallas County, Texas and being more particularly described as follows:

**BEGINNING** at a point in the northeast right-of-way line of Dallas Avenue (120' ROW) for the northwest corner of said 127.63 acre tract;

**THENCE** with the north line of said 127.63 acre tract, North 60°57'45" East, a distance of 500.54 feet to a point for corner;

**THENCE** leaving said north line, the following courses and distances to wit:

South 26°21'58" East, a distance of 60.07 feet to a point for corner;

South 60°57'45" West, a distance of 500.54 feet to a point for corner in the northeast right-of-way line of said Dallas Avenue;

**THENCE** with said northeast right-of-way line, North 26°21'58" West, a distance of 60.07 feet to the **POINT OF BEGINNING** and containing 0.69 acre of land.

**LEGAL DESCRIPTION**

**TRACT 2**

**15.00 ACRES**

**BEING** a tract of land out of the Smith Elkins Survey, Abstract No. 430 in the City of Lancaster, Dallas County, Texas, being part of the 127.63 acre tract of land described in deed to Ridge South Dallas I, LLC recorded in Instrument No. 20070397850, Official Public Records of Dallas County, Texas and being more particularly described as follows:

**BEGINNING** at a point in the northeast right-of-way line of Dallas Avenue (120' ROW) from which the northwest corner of said 127.63 acre tract bears North 26°21'58" West, a distance of 60.07 feet;

**THENCE** leaving said northeast right-of-way line, the following courses and distances to wit:

North 60°57'45" East, a distance of 500.54 feet to a point for corner;

South 26°21'58" East, a distance of 1129.86 feet to a point for the beginning of a tangent curve to the right with a radius of 4380.23 feet, a central angle of 6°04'00", and a chord bearing and distance of South 23°19'58" East, 463.57 feet;

Southeasterly, with said curve, an arc distance of 463.79 feet to a point for corner;

South 20°17'59" East, a distance of 333.95 feet to a point for the beginning of a non-tangent curve to the right having a radius of 570.00 feet, a central angle of 4°38'30", a chord bearing and distance of South 69°37'45" West, 46.16 feet;

Southwesterly, with said curve, an arc distance 46.18 feet to a point for corner;

South 71°57'00" West, a distance of 61.60 feet to a point for corner;

North 29°01'30" West, a distance of 903.42 feet to a point for corner;

South 61°06'48" West, a distance of 291.69 feet to a point for corner in the northeast right-of-way line of said Dallas Avenue;

**THENCE** with said northeast right-of-way line, North 26°21'58" West, a distance of 998.18 feet to the **POINT OF BEGINNING** and containing 15.00 acres of land.

## **LEGAL DESCRIPTION**

### **TRACT 3**

#### **6.52 ACRES**

**BEING** a tract of land out of the Smith Elkins Survey, Abstract No. 430 in the City of Lancaster, Dallas County, Texas, being part of the 127.63 acre tract of land described in deed to Ridge South Dallas I, LLC recorded in Instrument No. 20070397850, Official Public Records of Dallas County, Texas and being more particularly described as follows:

**BEGINNING** at a point in the northeast right-of-way line of Dallas Avenue (120' ROW) from which the northwest corner of said 127.63 acre tract bears North 26°21'58" West, a distance of 1058.25 feet;

**THENCE** leaving said northeast right-of-way line, the following courses and distances to wit:

North 61°06'48" East, a distance of 291.69 feet to a point for corner;  
South 29°01'30" East, a distance of 903.42 feet to a point for corner;  
South 71°57'00" West, a distance of 101.81 feet to a point for the beginning of a non-tangent curve to the right having a radius of 120.00 feet, a central angle of 18°22'04", a chord bearing and distance of South 80°57'43" West, 38.30 feet;  
Southwesterly, with said curve, an arc distance 38.47 feet to a point for the beginning of a reverse curve to the left with a radius of 120.00 feet, a central angle of 18°22'04", and a chord bearing and distance of South 80°57'43" West, 38.30 feet;  
Southwesterly, with said curve, an arc distance of 38.47 feet to a point for corner;  
South 71°57'00" West, a distance of 205.59 feet to a point for corner;  
North 64°10'29" West, a distance of 14.42 feet to a point for corner in the northeast right-of-way line of said Dallas Avenue;

**THENCE** with said northeast right-of-way line, the following courses and distances to wit:

North 20°17'59" West, a distance of 294.17 feet to a point for the beginning of a tangent curve to the left with a radius of 3880.24 feet, a central angle of 6°04'00", and a chord bearing and distance of North 23°19'58" West, 410.66 feet;  
Northwesterly, with said curve, an arc distance of 410.85 feet to a point for corner;  
North 26°21'58" West, a distance of 108.35 feet to the **POINT OF BEGINNING** and containing 6.52 acres of land.

## **LEGAL DESCRIPTION**

### **TRACT 4**

#### **BALMORHEA DRIVE ROW DEDICATION**

#### **0.92 ACRE**

**BEING** a tract of land out of the Smith Elkins Survey, Abstract No. 430 in the City of Lancaster, Dallas County, Texas, being part of the 127.63 acre tract of land described in deed to Ridge South Dallas I, LLC recorded in Instrument No. 20070397850, Official Public Records of Dallas County, Texas and being more particularly described as follows:

**BEGINNING** at a point in the northeast right-of-way line of Dallas Avenue (120' ROW) from which the southwest corner of a 68.51 acre tract of land described in deed to Ridge South Dallas I, LLC recorded in Instrument No. 20070397851, Official Public Records of Dallas County, Texas bears South 20°17'59" West, a distance of 1497.97 feet;

**THENCE** with said northeast right-of-way line, North 20°17'59" West, a distance of 468.59 feet to a point for corner;

**THENCE** leaving said northeast right-of-way line, the following courses and distances to wit:

South 64°10'29" East, a distance of 14.42 feet to a point for corner;

North 71°57'00" East, a distance of 205.59 feet to a point for the beginning of a non-tangent curve to the right having a radius of 120.00 feet, a central angle of 18°22'04", a chord bearing and distance of North 80°57'43" East, 38.30 feet;  
Northeasterly, with said curve, an arc distance 38.47 feet to a point for the beginning of a reverse curve to the left with a radius of 120.00 feet, a central angle of 18°22'04", and a chord bearing and distance of North 80°57'43" East, 38.30 feet;  
Northeasterly, with said curve, an arc distance of 38.47 feet to a point for corner;  
North 71°57'00" East, a distance of 163.41 feet to a point for the beginning of a tangent curve to the left with a radius of 570.00 feet, a central angle of 4°38'30", and a chord bearing and distance of North 69°37'45" East, 46.16 feet;  
Northeasterly, with said curve, an arc distance of 46.18 feet to a point for corner;  
South 20°17'59" East, a distance of 61.61 feet to a point for the beginning of a non-tangent curve to the right having a radius of 254.00 feet, a central angle of 2°47'38", a chord bearing and distance of South 70°33'11" West, 12.38 feet;  
Southwesterly, with said curve, an arc distance 12.39 feet to a point for corner;  
South 71°57'00" West, a distance of 198.66 feet to a point for the beginning of a non-tangent curve to the left having a radius of 113.17 feet, a central angle of 19°56'53", a chord bearing and distance of South 63°08'46" West, 39.20 feet;  
Southwesterly, with said curve, an arc distance 39.40 feet to a point for the beginning of a non-tangent curve to the right having a radius of 120.00 feet, a central angle of 18°01'25", a chord bearing and distance of South 62°45'58" West, 37.59 feet;  
Southwesterly, with said curve, an arc distance 37.75 feet to a point for corner;  
South 71°57'00" West, a distance of 192.43 feet to a point for corner;  
South 25°49'31" West, a distance of 13.26 feet to a point for corner;  
South 20°17'59" East, a distance of 291.48 feet to a point for corner;  
South 11°44'10" East, a distance of 73.87 feet to the **POINT OF BEGINNING** and containing 0.92 acres of land.

#### **LEGAL DESCRIPTION**

##### **TRACT 5**

##### **1.75 ACRES**

**BEING** a tract of land out of the Smith Elkins Survey, Abstract No. 430 in the City of Lancaster, Dallas County, Texas, being part of the 127.63 acre tract of land described in deed to Ridge South Dallas I, LLC recorded in Instrument No. 20070397850, Official Public Records of Dallas County, Texas and being more particularly described as follows:

**COMMENCING** at a point in the northeast right-of-way line of Dallas Avenue (120' ROW) for the southwest corner of a 68.51 acre tract of land described in deed to Ridge South Dallas I, LLC recorded in Instrument No. 20070397851, Official Public Records of Dallas County, Texas;

**THENCE** with said northeast right-of-way line, North 20°17'59" West, a distance of 1497.97 feet to a point for corner;

**THENCE** leaving said northeast right-of-way line, the following courses and distances to wit:

North 11°44'10" West, a distance of 73.87 feet to a point for corner;

North 20°17'59" West, a distance of 14.51 feet to the **POINT OF BEGINNING**;

**THENCE** following courses and distances to wit:

North 20°17'59" West, a distance of 276.97 feet to a point for corner;

North 25°49'31" East, a distance of 13.26 feet to a point for corner;

North 71°57'00" East, a distance of 192.43 feet to a point for the beginning of a non-tangent curve to the left having a radius of 120.00 feet, a central angle of 18°01'25", a chord bearing and distance of North 62°45'58" East, 37.59 feet;

Northeasterly, with said curve, an arc distance 37.75 feet to a point for the beginning of a non-tangent reverse curve to the right having a radius of 113.17 feet, a central angle of 19°56'53", a chord bearing and distance of North 63°08'46" East, 39.20 feet;  
Northeasterly, with said curve, an arc distance 39.40 feet to a point for corner;  
North 71°57'00" East, a distance of 112.65 feet to a point for corner;  
South 29°02'53" East, a distance of 119.83 feet to a point for corner;  
South 60°59'24" West, a distance of 152.79 feet to a point for corner;  
South 44°51'54" West, a distance of 128.71 feet to a point for corner;  
South 08°37'32" East, a distance of 69.55 feet to a point for corner;  
South 60°59'24" West, a distance of 128.47 feet to the **POINT OF BEGINNING** and containing 1.75 acres of land.

**LEGAL DESCRIPTION**

**TRACT 6**

**1.40 ACRE**

**BEING** a tract of land out of the Smith Elkins Survey, Abstract No. 430 in the City of Lancaster, Dallas County, Texas, being part of the 127.63 acre tract of land described in deed to Ridge South Dallas I, LLC recorded in Instrument No. 20070397850, Official Public Records of Dallas County, Texas and being more particularly described as follows:

**BEGINNING** at a point in the northeast right-of-way line of Dallas Avenue (120' ROW) for southwest corner of 68.51 acre tract of land described in deed to Ridge South Dallas I, LLC recorded in Instrument No. 20070397851, Official Public Records of Dallas County, Texas bears South 20°17'59" East, a distance of 1471.42 feet;

**THENCE** with said northeast right-of-way line, North 20°17'59" West, a distance of 26.55 feet to a point for corner;

**THENCE** leaving said northeast right-of-way line, the following courses and distances to wit:

North 11°44'10" West, a distance of 73.87 feet to a point for corner;  
North 20°17'59" West, a distance of 14.51 feet to a point for corner;  
North 60°59'24" East, a distance of 128.47 feet to a point for corner;  
North 08°37'32" West, a distance of 69.55 feet to a point for corner;  
North 44°51'54" East, a distance of 128.71 feet to a point for corner;  
North 60°59'24" East, a distance of 152.79 feet to a point for corner;  
South 29°02'53" East, a distance of 9.78 feet to a point for corner;  
South 28°57'11" East, a distance of 129.77 feet to a point for corner;  
South 60°59'24" West, a distance of 191.12 feet to a point for corner;  
South 08°10'50" East, a distance of 77.59 feet to a point for corner;  
South 60°59'24" West, a distance of 238.46 feet to the **POINT OF BEGINNING** and containing 1.40 acres of land.

## **LEGAL DESCRIPTION**

### **TRACT 7** **0.72 ACRE**

**BEING** a tract of land out of the Smith Elkins Survey, Abstract No. 430 in the City of Lancaster, Dallas County, Texas, being part of the 127.63 acre tract of land described in deed to Ridge South Dallas I, LLC recorded in Instrument No. 20070397850, Official Public Records of Dallas County, Texas and being more particularly described as follows:

**COMMENCING** at a point in the northeast right-of-way line of Dallas Avenue (120' ROW) for southwest corner of 68.51 acre tract of land described in deed to Ridge South Dallas I, LLC recorded in Instrument No. 20070397851, Official Public Records of Dallas County, Texas;

**THENCE** with the south line of said 68.51 acre tract, North 61°26'32" East, a distance of 505.52 feet to a point for corner;

**THENCE** leaving the south line of said 68.51 acre tract, North 20°18'49" West, a distance of 1157.17 feet to the **POINT OF BEGINNING**;

**THENCE** the following courses and distances to wit:

North 29°02'53" West, a distance of 646.48 feet to a point for corner;

North 71°57'00" East, a distance of 86.01 feet to a point for the beginning of a tangent curve to the left with a radius of 254.00 feet, a central angle of 2°47'38", and a chord bearing and distance of North 70°33'11" East, 12.38 feet;

Northeasterly, with said curve, an arc distance of 12.39 feet to a point for corner;

South 20°17'59" East, a distance of 635.39 feet to the **POINT OF BEGINNING** and containing 0.72 acres of land.

## **LEGAL DESCRIPTION**

### **TRACT 8** **3.88 ACRES**

**BEING** a tract of land out of the Smith Elkins Survey, Abstract No. 430 in the City of Lancaster, Dallas County, Texas, being part of the 127.63 acre tract of land described in deed to Ridge South Dallas I, LLC recorded in Instrument No. 20070397850, Official Public Records of Dallas County, Texas and being more particularly described as follows:

**BEGINNING** at a point in the northeast right-of-way line of Dallas Avenue (120' ROW) for southwest corner of 68.51 acre tract of land described in deed to Ridge South Dallas I, LLC recorded in Instrument No. 20070397851, Official Public Records of Dallas County, Texas bears South 20°17'59" East, a distance of 1148.30 feet;

**THENCE** with said northeast right-of-way line, North 20°17'59" West, a distance of 323.36 feet to a point for corner;

**THENCE** leaving said northeast right-of-way line, the following courses and distances to wit:

North 60°59'24" East, a distance of 238.46 feet to a point for corner;

North 08°10'50" West, a distance of 77.59 feet to a point for corner;

North 60°59'24" East, a distance of 191.33 feet to a point for corner;

South 29°02'53" East, a distance of 387.09 feet to a point for corner;

South 20°17'59" East, a distance of 5.11 feet to a point for corner;

South 60°59'24" West, a distance of 505.83 feet to the **POINT OF BEGINNING** and containing 3.88 acres of land.

**LEGAL DESCRIPTION**  
**TRACT 9**  
**12.86 ACRES**

**BEING** a tract of land out of the Smith Elkins Survey, Abstract No. 430 in the City of Lancaster, Dallas County, Texas, being part of the 127.63 acre tract of land described in deed to Ridge South Dallas I, LLC recorded in Instrument No. 20070397850, Official Public Records of Dallas County, Texas and being more particularly described as follows:

**BEGINNING** at a point in the northeast right-of-way line of Dallas Avenue (120' ROW) for southwest corner of 68.51 acre tract of land described in deed to Ridge South Dallas I, LLC recorded in Instrument No. 20070397851, Official Public Records of Dallas County, Texas bears South 20°17'59" East, a distance of 30.31 feet;

**THENCE** with said northeast right-of-way line, North 20°17'59" West, a distance of 1117.75 feet to a point for corner;

**THENCE** leaving said northeast right-of-way line, the following courses and distances to wit:

North 60°59'24" East, a distance of 505.83 feet to a point for corner;

South 20°17'59" East, a distance of 511.71 feet to a point for corner;

South 20°19'29" East, a distance of 610.04 feet to a point for corner;

South 61°26'32" West, a distance of 505.51 feet to the **POINT OF BEGINNING** and containing 12.86 acres of land.

**LEGAL DESCRIPTION**  
**TRACT 10**  
**0.35 ACRE**

**BEING** a tract of land out of the Smith Elkins Survey, Abstract No. 430 in the City of Lancaster, Dallas County, Texas, being part of the 127.63 acre tract of land described in deed to Ridge South Dallas I, LLC recorded in Instrument No. 20070397850, Official Public Records of Dallas County, Texas being part of a 68.51 acre tract of land described in deed to Ridge South Dallas I, LLC recorded in Instrument No. 20070397851, Official Public Records of Dallas County, Texas and being more particularly described as follows:

**BEGINNING** at a point in the northeast right-of-way line of Dallas Avenue (120' ROW) for southwest corner of said 68.51 acre tract;

**THENCE** with said northeast right-of-way line, North 20°17'59" West, a distance of 30.31 feet to a point for corner;

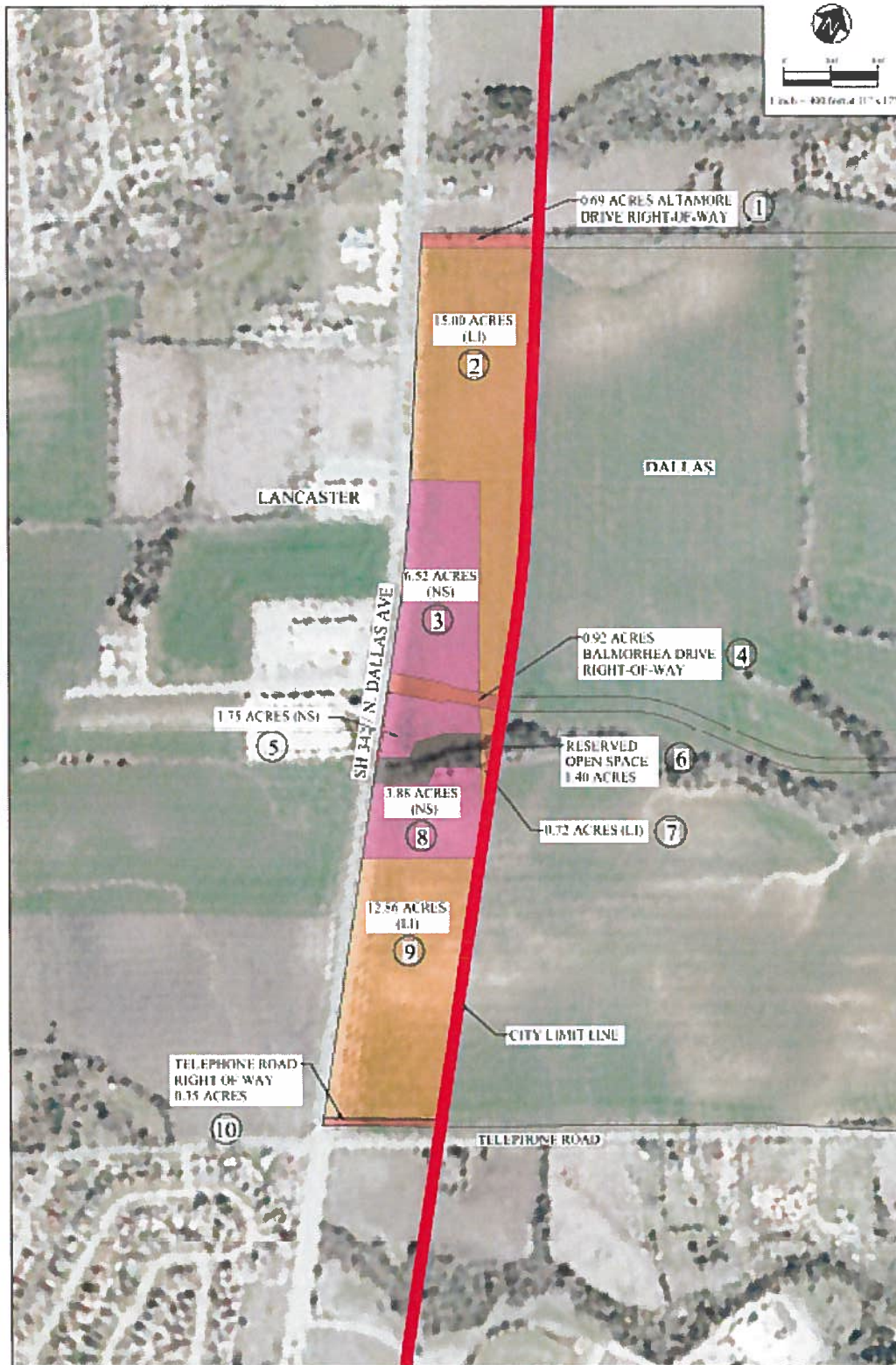
**THENCE** leaving said northeast right-of-way line, the following courses and distances to wit:

North 61°26'32" East, a distance of 505.51 feet to a point for corner;

South 20°19'29" East, a distance of 30.31 feet to a point for corner in the south line of said 68.51 acre tract;

**THENCE** with said south line, South 61°26'32" West, a distance of 505.52 feet to the **POINT OF BEGINNING** and containing 0.35 acres of land.

**EXHIBIT B**  
**FUTURE LAND USE PLAN**



***EXHIBIT C***  
***DEVELOPMENT REGULATIONS***

**RLC LOGISTICS**

**Purpose and Intent**

The purpose and intent of this Planned Development District is to reallocate the land use areas within the subject property in a manner that facilitates high quality development while respecting existing natural features, providing vehicular accessibility appropriate to the land uses, and maximizing flexibility for development.

**Applicability**

The Planned Development Regulations shall apply whenever the property owner submits for permit in the form of platting, site plan approval or public infrastructure improvements.

**Reallocation of Land Uses and Permitted Uses**

The allocation of land uses shall be consistent with those shown on Exhibit B of this Ordinance, the Land Use Plan. Any use allowed in NS, Neighborhood Services and LI, Light Industrial is permitted within the limits of the areas as detailed on Exhibit B. R, Retail uses are allowed in the NS use areas. Notwithstanding the above, the following land uses shall be prohibited under this PD zoning:

1. Animal Boarding/Kennel with Outside Pens
2. Animal Boarding/Kennel without Outside Pens
3. Animal Production
4. Animal Shelter
5. Horse Corral or Stable (Commercial)
6. Horse Corral or Stable (Private)
7. Wholesale Nursery for Growing of Plants No Retail Sale on Site
8. Bed and Breakfast Operation
9. Carport
10. Convent or Monastery
11. Duplex
12. Guest Quarters/Secondary Living Unit
13. Home Occupation
14. Hotel or Motel
15. Hotel, Residence
16. Multi-Family
17. Portable Building – Residential
18. Residential Care Facility
19. Single Family on less than a min. lot size lot
20. Single Family, Attached
21. Single Family, Detached
22. Single Family, Zero Lot Line
23. Subdivision Screening Wall
24. Swimming Pool, Private
25. Tennis Court Private
26. Townhouse
27. Urban Residential

**EXHIBIT C**  
**DEVELOPMENT REGULATIONS**

28. Assisted Living Facility
29. Blood Plasma Donor Center
30. Church/House of Worship
31. College, University, or Seminary
32. Convalescent Care Facility/Nursing Home
33. Group or Community Home
34. Government Facility
35. Hospice
36. Mortuary or Funeral Chapel
37. Penal Boarding Home
38. Post Office, Regional
39. Prison/Custodial Institution
40. Public School Primary, Secondary, Senior (Included a Charter School)
41. Private School, Primary, Secondary, Senior
42. Rescue Mission or Shelter for Homeless
43. Social Service Provider, not Rescue Mission or Shelter
44. Temporary educational Building
45. Check Cashing Business, Credit Agency or similar Financial Institution
46. Billiard Parlor or Pool Hall
47. Carnival Circus, or Amusement Ride, Temporary
48. Commercial Amusement/Recreation (outside)
49. Community or Recreation Club, Public or Private (Accessory)
50. Country Club, Private
51. Golf Driving range
52. Fund Raising Events by Non-Profit, Indoor or Outdoor, Temporary
53. Gun Club, Skeet or Target Range (Indoor)
54. Gun Club, Skeet or Target Range (Outdoor)
55. Private Club, Lodge, Fraternal Organization
56. Private Sports Arena, Stadium or Track
57. Tennis Courts (Not accessory to a public or private club)
58. Antique/Collectible Store
59. Astrologer, Hypnotist, or Psychic Art and Science
60. Banquet Facility
61. Business School
62. Catering Service
63. Christmas Tree Sales Lot & Similar Uses, Temporary
64. Display, Incidental
65. Night Club, Discotheque, or Dance Hall
66. Pawn Shop
67. Used Merchandise Store
68. Sexually Oriented Business
69. Tattoo, Body Piercing (does not include earlobe piercing)
70. Taxidermist Shop
71. Bail Bond Service
72. Building & Landscape Material with Outside Storage
73. Cemetery/Mausoleum/Mortuary

***EXHIBIT C***  
***DEVELOPMENT REGULATIONS***

- 74. Crematorium
- 75. Feed Store, Ranch Supply
- 76. Mobile Home/Trailer Sales Lot
- 77. Portable Buildings – Commercial
- 78. Auto Repair Garage, Major
- 79. Auto Repair Garage, Major
- 80. Automobile Rental
- 81. Boat & Trailer Dealership (New and Used)
- 82. Car Wash/Auto Detail
- 83. Car Wash, Self Service
- 84. Motor Vehicle Dealership, New & Used (Cars and Light Trucks)
- 85. Parking, Commercial
- 86. Parking Lot, non-Commercial
- 87. Recreational Vehicle (RV) Sales and Service
- 88. Towing & Impound Yard
- 89. Towing Service, No Storage
- 90. Truck Rental
- 91. Truck Stop with Fuel and Accessory Services
- 92. Asphalt or Concrete Batch Plant
- 93. Carpet and Rug Cleaning
- 94. Environmentally Hazardous Materials
- 95. Manufacturing, Heavy
- 96. Metal Plating, Electro Plating
- 97. Salvage or Reclamation of Products (Indoors)
- 98. Salvage or Reclamation of Products (Outdoors)
- 99. Tool, Dye, Gauge and Machine Shop
- 100. Welding Repair
- 101. Heavy Construction Trade Yard
- 102. Landfill, Sanitary
- 103. Mini-Warehouse
- 104. Outside Storage as a Primary Use
- 105. Recycling Collection Center
- 106. Airport, Heliport or Landing Field
- 107. Antenna, Accessory
- 108. Antenna, Commercial
- 109. Antenna, Dish
- 110. Antenna, Commercial, Free-Standing
- 111. Antenna, Commercial, Mounted
- 112. Bus Charter Service & Service Facility
- 113. Radio Broadcasting
- 114. Railroad Yard or Shop

Concept Plan

***EXHIBIT C***  
***DEVELOPMENT REGULATIONS***

The detailed elements for consideration in support of this PD are detailed on Exhibit D of this Ordinance, the Concept Plan. Exhibit D will serve as a guide in City Staff's review of individual Site Plans supporting development applications.

**Development Regulations**

Unless described herein, the Development Regulations described in the current Lancaster Development Code (LDC) apply.

**Signage Requirements**

Entry feature monument signage is allowed in a manner consistent with that presented on Exhibit E to this Ordinance, the Sign Rendering, with a signage square footage not to exceed 150 square feet for two (2) 'major signs' at the intersection of Balmorhea and Dallas Avenue, one (1) 'minor sign' not to exceed 75 square feet at the intersection of Altamoores and Dallas Avenue, and one (1) 'minor sign' not to exceed 75 square feet at the intersection of Telephone Road and Dallas Avenue. Sign square footage tabulations do not include architectural or structural sign elements. Individual tract developments are anticipated to have monument signage consistent with the LDC.

**Preservation of Open Space**

The area described as "50' Drainage Easement" on the Final Plat for Ridge Logistics Center and as

"Reserved Open Space" on Exhibit B, the Land Use Plan, will be set aside as  $\pm 1.4$  acres of open space with the intent to preserve the existing stand of native trees within that feature.

**Enhanced Screening along Public Rights of Way**

An additional 20-foot wide open space buffer in the form of a graded berm, swale, or other landscape element shall be constructed between the tree line contemplated in the RLC Landscape Plans ( $\pm 25$ -feet from the property/right of way line) and the LI-zoned property pavement limits. This additional buffer will not apply to Neighborhood Services use development tracts.

***EXHIBIT E***  
***SIGN RENDERINGS***



**EXHIBIT D**  
**CONCEPT PLAN**

## Lancaster, Texas

**TABULATIONS: RIDGE LOGISTICS CENTER OPTION 10**

BLDG 1

- SITE = 30.25 ACRES
- BLDG = 622,440 SQ. FT.
- CAR PARKING = 285
- TRAILER PARKING = 144
- 60' SPEED BAY TYP.
- 52'-0" x 50'-0" TYP. BAY
- 18'-0" x 10'-0" DOCK DOORS = 124
- 12'-0" x 14'-0" RAMP UP DOORS = 4

BLDG 2

- SITE = 23.33 ACRES
- BLDG = 458,680 SQ. FT.
- CAR PARKING = 240
- TRAILER PARKING = 118
- 52'-0" x 50'-0" TYP. BAY
- 8'-0" x 10'-0" DOCK DOORS = 96
- 12'-0" x 14'-0" RAMP UP DOORS = 4

BLDG 3

- SITE = 73.45 ACRES
- BLDG = 622,440 SQ. FT.
- CAR PARKING = 260
- TRAILER PARKING - 154
- 60' SPEED BAY TYP.
- 52'-0" x 50'-0" TYP. BAY
- 9'-0" x 10'-0" DOCK DOORS = 65
- 12'-0" x 14'-0" RAMP UP DOORS = 2

**BLOC 4 – L'Oréal (Existing)**

SITE = 50.31 ACRES

BLDG 5

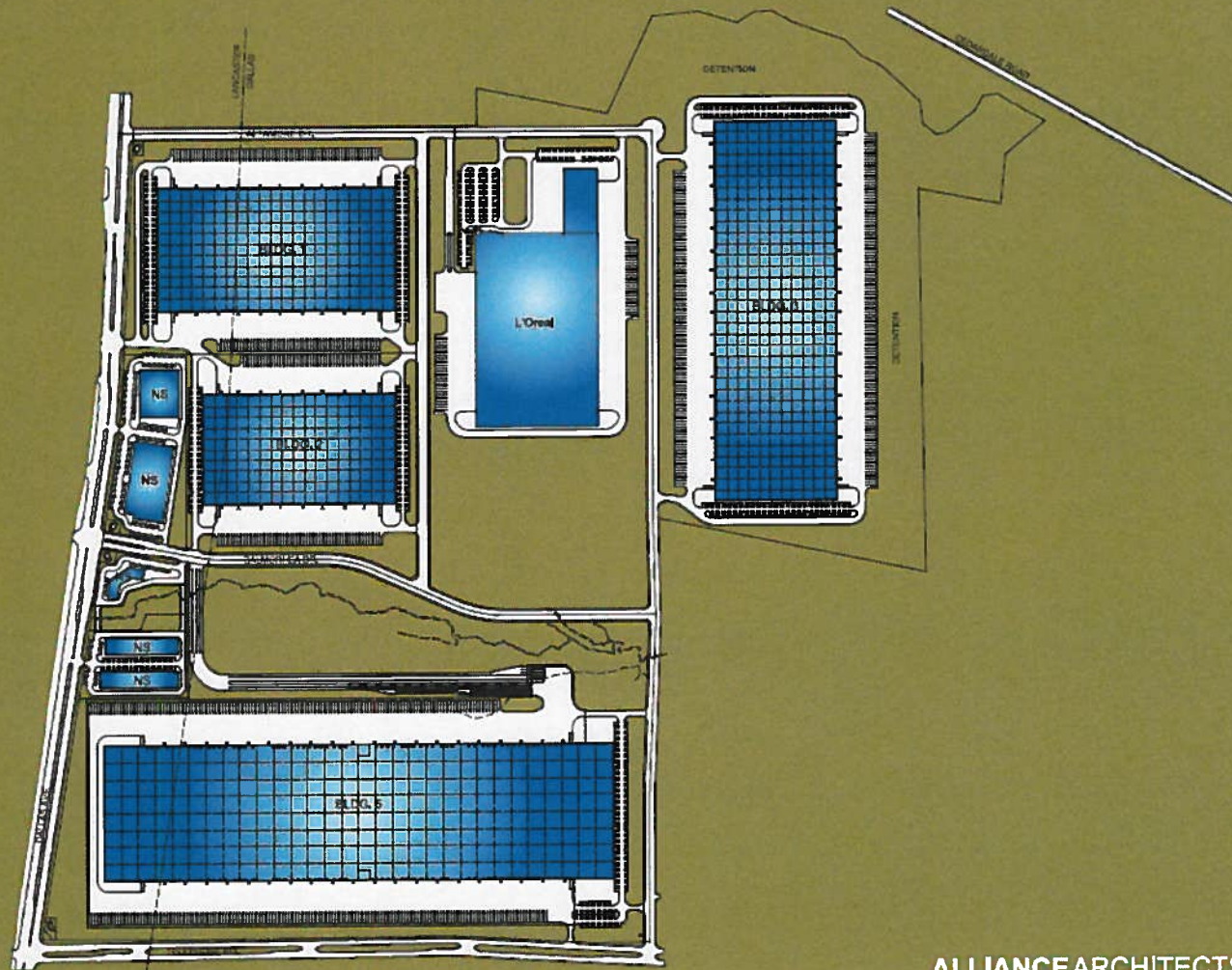
- SITE - 93.41 ACRES
- BUILDING = 1,485,375 SQ. FT.
- 36-0' CLEAR HEIGHT
- 119 (9 x 10) DOCK DOORS
- 4 (12 x 16) RAMP UP DOORS
- CAR PARKING PROVIDED - 232
- TRAILER PARKING PROVIDED - 338

NEIGHBORHOOD SERVICES (NS)

SITE = 12.02 ACRES



SEPTEMBER 19, 2013

**ALLIANCE ARCHITECTS**

## CITY OF LANCASTER'S BOARDS AND COMMISSIONS

### Planning & Zoning Commission

### Item

**Meeting Date:** 10/03/2017

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

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

**Submitted by:** Bester Munyaradzi, Senior Planner

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#### **Agenda Caption:**

Z17-07 Conduct a Public Hearing and consider a rezoning request from Planned Development- Neighborhood Services (PD-NS) to Light Industrial (LI). The property is approximately 6.52 acres of land, located on the northeast corner of Balmorhea Drive and N. Dallas Avenue. The property is addressed as 3700 N. Dallas Avenue and described as Lot 2R, Block A, VanTrust I-20 Logistics Addition in the Smith Elkins Survey, Abstract number 430 City of Lancaster, Dallas County, Texas.

#### **Background:**

**1. Location and Size:** The property is located on the northeast corner of the intersection of North Dallas Avenue and Balmorhea Drive. The parcel contains 6.52 acres of land.

**2. Current Zoning:** The subject property is currently zoned Planned Development-Neighborhood Services (PD-NS).

#### **3. Adjacent Properties:**

North: Planned Development- Light Industrial (PD-LI) - Warehouse Building

South: Planned Development- Light Industrial (PD-LI) (vacant)

East: Light Industrial (Warehouses in City of Dallas)

West: Planned Development- Light Industrial (PD-LI) (Logistics Industrial Center)

**4. Comprehensive Plan Compatibility:** The Comprehensive Plan Future Land Use map designates this area as Logistics/Distribution. The zoning request is therefore consistent with the Comprehensive Plan Future Land Use Map.

#### **5. Case History:**

Date	Body	Action
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06/05/07	P&Z	Z07-17 Comprehensive Plan amendment and Zoning Change request recommended approval with Retail at northeast corner of Telephone Road and Dallas Avenue.
06/25/07	CC	Z07-17 Approved with stipulations
02/16/10	P&Z	Z10-05 Land swap and rezoning request recommended for approval
03/08/10	CC	Z10-05 Land swap and rezoning request tabled until March 22, 2010
03/22/10	CC	Z10-05 Land swap and rezoning request tabled until April 12, 2010
04/12/10		Z10-05 Applicant withdrew application until a later date
05/24/10	CC	Z10-05 Land swap request denied.
02/11/13	CC	Denied - Waiving requirement for connection to Lancaster water and wastewater system and resolution for ongoing maintenance of median on right-of-ways.
09/03/13	P&Z	PS 13-08 Lots 1, 2, 3, Block A, Ridge Logistics Center Final Plat approved.
09/24/13	P&Z	Z13-03 Comprehensive Plan amendment and Zoning Change request tabled until October 1, 2013. The public hearing was conducted and closed at this meeting.
10/01/13	P&Z	Z13-03 Comprehensive Plan amendment and Zoning Change request recommended approval with certain land use stipulations that are included in the attached Ordinance.
10/28/13	CC	Z13-03 Comprehensive Plan amendment and Zoning Change request – conducted and closed Public Hearing, approved the zoning change request and directed Staff and the City Attorney to bring the Ordinance back for Council consideration.
11/18/2013	CC	Z13-03 Approved the Zoning Change request.

#### **Operational Considerations:**

This is a Planned Development-Neighborhood Services (PD-NS) zoned property that was rezoned in 2013 from Light Industrial (LI) as part of rezoning/re-assignment of a total of 44.08 acres of land on the northeast side of N. Dallas Avenue and Balmorhea Drive. The history of the property is as outlined above. The applicant is requesting to rezone the property from the existing NS zoning to LI.

Pursuant to Section 14.1101 of the LDC, when reviewing a zoning change application, there are five (5) considerations that must be made when deciding on a zoning change application. Following is an analysis of these considerations:

**Consistency with the Comprehensive Plan:** The Comprehensive Plan Future Land Use map designates this area as Logistics/Distribution. Logistics/Distribution is envisioned to place types which focus on creating and retaining large floor plate, clean

warehouse space and flex space in the city. Primary land uses for the Logistics/Distribution include transportation related distribution centers, technology/data centers and flex office. Secondary uses include supporting logistics suppliers, retail office uses, incubators, training facilities, civic and institutional uses in addition to parks. The zoning change request is therefore consistent with the Comprehensive Plan shown on the attached Comprehensive Plan excerpt.

Also attached, are the proposed building facades and building look alike pictures from the applicant that perfectly line up with the City's vision for the area.

**Potential Impact on Adjacent Development:** This property is part of VanTrust I-20 Logistics Addition development and is compatible with the newly built warehouses to the north, the Logistics Hub development in Dallas and the proposed Logistics Distribution Center west of this site.

**Availability of utilities and access:** The subject property is served by City of Lancaster water and sanitary sewer. Any building constructed within the City of Lancaster will have access to water and waste water utilities from Lancaster. Access to this site will be from both North Dallas Avenue and Balmorhea Drive.

**Site conditions such as vegetation, topography and flood plain:** The subject property is currently undeveloped. Upon construction of this site, factors such as vegetation, topography and flood plain issues will be addressed as part of the site plan approval process and more specifically during the civil review before construction.

**Timing of Development as it relates to Lancaster's Capital Improvement**

**Plan:** The City of Lancaster Capital Improvement Plan (CIP) does not have improvement plans for N. Dallas Avenue and Balmorhea Drive. N. Dallas Avenue is a State Highway and Balmorhea Drive was built as part of Ridge Logistics Center project by City of Dallas. It was built in later part of 2013. The as-builts show a 1-2-2014 date.

The requested zoning is consistent with the City's vision for the area and meets five (5) considerations that must be made when deciding on a zoning change application. Therefore staff recommends approval of the zoning request as submitted.

**Legal Considerations:**

This item is being considered at a regular meeting of the Planning and Zoning Commission noticed in accordance with the Texas Open Meetings Act.

**Public Information Considerations:**

Zoning signs were placed on the subject property on Tuesday, September 19, 2017. On September 21, 2017, notifications of this public hearing were mailed to owners that are within 200 feet of the subject property. On Thursday, September 22, 2017, a notice for this public hearing appeared in the Focus Daily Newspaper.

No response has been received in favor or against this zoning change request.

**Options/Alternatives:**

1. Recommend Approval of the request
2. Postpone consideration.
3. Recommend denial of the request.

**Recommendation:**

Staff recommends approval of the requested zoning change from Planned Development-Neighborhood Services (PD-NS) to Light Industrial (LI).

**Attachments**

Location Map

Letter Of Intent

Zoning Exhibit & Legal Description

Concept Plan

Facades Plan

Proposed Building Look Alike Pictures

Comprehensive Plan Excerpt

Z13-03 Ordinance

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City of Lancaster  
VanTrust I-20 Logistics Center  
Zoned: Planned Development

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

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

0 100 200 400 Feet







August 18, 2017

Bester Munyaradzi  
Senior Planner  
Development Services, Planning  
Lancaster City Hall  
700 E. Main Street  
Lancaster, TX 75146

RE: **Letter of Intent**  
**DalParc I-20 Logistics Zoning Request**  
**Van Trust Real Estate**  
**Lancaster, Texas**

Dear Bester:

In accordance with the guidelines provided in the City's Zoning Application Packet, Kimley-Horn is submitting this Letter of Intent to rezone property owned by Van Trust Real Estate, LLC in the municipal limits of Lancaster, Texas.

The intent of the Light Industrial District Zoning is generally described as follows:

- Reallocation of the Neighborhood Service (NS) to Light Industrial (LI) use within the subject property as depicted on the included Zoning Exhibit; intended to enhance the marketability and developability of land consistent with current market demand.

We look forward to navigating the City's process in close coordination with City Staff, Planning and Zoning Commission, and City Council. Please reach out with any questions or concerns regarding our application, and send along comments once available. We anticipate our case will be heard by Planning and Zoning Commission on October 3, 2017, and City Council on October 23, 2017.

Please contact me at (972) 776-1780 or [dan.gallagher@kimley-horn.com](mailto:dan.gallagher@kimley-horn.com) should you need any further information.

Sincerely,

Dan Gallagher, P.E.

RECEIVED

AUG 18 2017

Planning Division



LOT 4R, BLOCK A  
VANTRUST I-20 LOGISTICS ADDITION  
(INST. NO. 201700150840)  
O.P.R.D.C.T.

S29°01'30"E 903.42'

LOT 2R, BLOCK A  
VANTRUST I-20 LOGISTICS ADDITION  
(INST. NO. 201700150840)  
O.P.R.D.C.T.

6.52 ACRES

N81°08'48"E 291.69'

PRE LANE EASEMENT  
INST. NO. 201700150440  
O.P.R.D.C.T.

N26°21'58"W 108.35'

DALLAS AVENUE  
(A 120-FOOT WIDE RIGHT-OF-WAY)

C=410.68'  
CB=N23°18'58"W  
L=410.85'  
R=3880.24'  
Δ=8°04'00"

20' WATER EASEMENT  
INST. NO. 201400817330  
O.P.R.D.C.T.

N20°17'59"W 294.18'

P.O.B.

N64°10'29"W 14.42'

Δ=18°01'25"  
R=120.00'  
L=37.75'  
CB=S81°08'02"W  
C=37.58'  
Δ=18°01'25"  
R=120.00'  
L=37.75'  
CB=S81°08'02"W  
C=37.58'

S71°57'00"W 102.53'

BALMORHEA DRIVE  
(A VARIABLE WIDTH RIGHT-OF-WAY)

# NOTES

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

# LEGEND

Δ = CENTRAL ANGLE  
P.O.B. = POINT OF BEGINNING  
O.P.R.D.C.T. = OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS



EXHIBIT  
SMITH ELKINS SURVEY,  
ABSTRACT NO. 430  
CITY OF LANCASTER  
DALLAS COUNTY, TEXAS

**Kimley»Horn**

13444 North Road, Two Galleria Oaks  
Tomb, Suite 700, Dallas, Texas 75240

1st. No. (972) 776-1300  
Fax No. (972) 239-8000

Scale	Drawn by	Checked by	Size	Project No.	Sheet No.
1"=100'	MTC	JMO	AUD 2017	084491500	2 OF 2

















## University Research Center

### Character & Intent

The University and Research Center is higher education focused with potential research components and providing ancillary space for businesses and corporations supporting the core purpose of the university. The University Research Center will also support the residential and commercial needs for students and employees.

### Land Use Considerations

#### Primary Land Uses

Higher education, research and technology, professional office, townhomes, urban residential, restaurant, retail

#### Secondary Land Uses

Civic and institutional uses, parks

### Precedent Photos



## Logistics/Distribution

### Character & Intent

Logistics and Distribution place types will focus on creating and retaining large floor plate, clean warehouse space and flex space in the City.

### Land Use Considerations

#### Primary Land Uses

Transportation related distribution centers, technology/data centers, flex office

#### Secondary Land Uses

Supporting logistics suppliers, retail and office uses, incubators, training facilities, civic and institutional uses, parks

### Precedent Photos





AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS

ORDINANCE NO. 2013-11-35

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, AMENDING THE 2002 COMPREHENSIVE PLAN AND FUTURE LAND USE MAP OF THE CITY OF LANCASTER, TEXAS, AS HERETOFORE AMENDED, BY AMENDING THE LAND USE DESIGNATIONS OF APPROXIMATELY 44.08 ACRES OF PROPERTY DESCRIBED AS LOTS 1, 2, AND 3, BLOCK A, RIDGE LOGISTICS CENTER OF SMITH ELKINS SURVEY, ABSTRACT NO. 430, PAGE 325, CITY OF LANCASTER, DALLAS COUNTY, TEXAS, LOCATED AT THE NORTHEAST CORNER OF TELEPHONE ROAD AND NORTH DALLAS AVENUE, IN THE CITY OF LANCASTER, DALLAS COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT A (THE "PROPERTY"), WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN, FROM RETAIL TO LIGHT INDUSTRIAL; AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF LANCASTER, TEXAS, AS HERETOFORE AMENDED, BY GRANTING A CHANGE IN ZONING ON APPROXIMATELY 11.08 ACRES OF THE PROPERTY FROM LIGHT INDUSTRIAL (LI) TO PLANNED DEVELOPMENT- NEIGHBORHOOD SERVICES (PD-NS), INCLUDING TRACTS 3, 5 AND 8 LISTED IN EXHIBIT A; AND BY GRANTING A CHANGE IN ZONING ON ANOTHER 11.08 ACRE PORTION OF THE PROPERTY FROM NEIGHBORHOOD SERVICES (NS) TO PLANNED DEVELOPMENT- LIGHT INDUSTRIAL (PD-LI), INCLUDING TRACT 9 LISTED IN EXHIBIT A, AS DEPICTED IN THE FUTURE LAND USE PLAN ATTACHED AS EXHIBIT B; REQUIRING THE PROPERTY TO BE REPLATTED WITHIN 180 DAYS OF THE EFFECTIVE DATE OF THIS ORDINANCE; PROVIDING FOR DEVELOPMENT REGULATIONS, BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT C, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR A CONCEPT PLAN, BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT D, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR REQUIRED SIGN RENDERINGS, BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT E, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

TM 63557

**WHEREAS**, the City Planning and Zoning Commission and the governing body of the City of Lancaster, Texas, in compliance with the laws of the State of Texas and pursuant to the Comprehensive Zoning Ordinance of the City of Lancaster, Texas, have given requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, and to all persons interested and situated in the affected area and in the vicinity thereof, the said governing body is of the opinion that the land use change to the 2002 Comprehensive Plan and Land Use Map and the zoning change to the Comprehensive Zoning Ordinance and Map should be approved, and in the exercise of legislative discretion have concluded that the Comprehensive Plan, Land Use Map, Comprehensive Zoning Ordinance and Map should be amended.

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

**SECTION 1.** That the 2002 Comprehensive Land Use Plan and map thereof of the City of Lancaster, Texas shall be hereby amended by amending the land use designations on approximately 44.08 acres of property described as Lots 1, 2 and 3, Block A, Ridge Logistics Center of Smith Elkins Survey, Abstract No. 430, Page 325, City of Lancaster, Dallas County, Texas, located in the Northeast corner of Telephone Road and North Dallas Avenue, in the City of Lancaster, Dallas County, Texas, as more specifically described in the legal description attached hereto and incorporated herein as Exhibit "A" (the "Property") from retail to light industrial. The Future Land Use Map of the City of Lancaster, Texas shall also be hereby amended to reflect the change in land use designation on the Property as stated herein), as depicted in the Future Land Use Plan attached hereto and incorporated herein as Exhibit B.

**SECTION 2.** That the Comprehensive Zoning Ordinance and Map of the City of Lancaster, Texas, duly passed by the governing body of the City of Lancaster, Texas, as heretofore amended, be and the same is hereby amended by granting a change in zoning on approximately 11.08 acres of the Property from Light Industrial (LI) to Planned Development- Neighborhood Services (PD-NS), including Tracts 3, 5 and 8 listed in the legal descriptions in Exhibit A; and a change in zoning on another 11.08 acres of the Property from Neighborhood Services (NS) to Planned Development- Light Industrial (PD-LI), including Tract 9 listed in the legal descriptions attached in Exhibit A, as depicted in the Future Land Use Map attached as Exhibit B.

**SECTION 3.** That the entire Property shall be replatted within one hundred and eighty (180) days of the effective date of this Ordinance.

**SECTION 4.** That the Property shall be developed and used in compliance with the Development Regulations, attached hereto and incorporated herein as Exhibit C; the Concept Plan, attached hereto and incorporated herein as Exhibit D; and the Sign Renderings, attached hereto and incorporated herein as Exhibit E.

**SECTION 5.** That the Property shall be permitted to be used for any use listed in the Development Regulations in the LI District as property designated for Light Industrial use and in the NS District for neighborhood services, as provided in the Comprehensive Zoning District, except in those uses which are prohibited and set forth, in full, in Exhibit C.

**SECTION 6.** That the Property owner shall comply with all City and local subdivision regulations, zoning regulations, ordinances, development codes, fire code and building codes, and the structure shall be constructed in accordance with a site plan, to be presented to and approved by the City prior to commencement of construction.

**SECTION 7.** That the 2002 Comprehensive Plan, Future Land Use Map, and Comprehensive Zoning Ordinance of the City of Lancaster, Texas, as amended, shall remain in full force and effect, save and except as amended by this ordinance.

**SECTION 8.** That all provisions of the Ordinances of the City of Lancaster, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this ordinance shall remain in full force and effect.

**SECTION 9.** That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be unconstitutional, illegal or invalid, and shall not affect the validity of the Comprehensive Plan, the Future Land Use Map, or the Comprehensive Zoning Ordinance as a whole.

**SECTION 10.** An offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Comprehensive Plan, the Future Land Use Map, and the Comprehensive Zoning Ordinance, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

**SECTION 11.** That any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Lancaster, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

**SECTION 12.** That this ordinance shall take effect immediately from and after its passage and the publication of its caption, as the law and charter in such cases provide.

**DULY PASSED AND APPROVED** by the City Council of the City of Lancaster,  
Texas, on the 18<sup>th</sup> day of November 2013.

**APPROVED:**

  
MARCUS E. KNIGHT, MAYOR

**ATTEST:**

  
DOLLE K. DOWNE, CITY SECRETARY

**APPROVED AS TO FORM:**

  
ROBERT E. HAGER, CITY ATTORNEY  
(REH/JPD)

**EXHIBIT A**  
**PROPERTY LEGAL DESCRIPTION**

**LEGAL DESCRIPTION**

**TRACT 1**

**ALTAMOORE DRIVE ROW DEDICATION**

**0.69 ACRE**

**BEING** a tract of land out of the Smith Elkins Survey, Abstract No. 430 in the City of Lancaster, Dallas County, Texas, being part of the 127.63 acre tract of land described in deed to Ridge South Dallas I, LLC recorded in Instrument No. 20070397850, Official Public Records of Dallas County, Texas and being more particularly described as follows:

**BEGINNING** at a point in the northeast right-of-way line of Dallas Avenue (120' ROW) for the northwest corner of said 127.63 acre tract;

**THENCE** with the north line of said 127.63 acre tract, North 60°57'45" East, a distance of 500.54 feet to a point for corner;

**THENCE** leaving said north line, the following courses and distances to wit:

South 26°21'58" East, a distance of 60.07 feet to a point for corner;

South 60°57'45" West, a distance of 500.54 feet to a point for corner in the northeast right-of-way line of said Dallas Avenue;

**THENCE** with said northeast right-of-way line, North 26°21'58" West, a distance of 60.07 feet to the **POINT OF BEGINNING** and containing 0.69 acre of land.

**LEGAL DESCRIPTION**

**TRACT 2**

**15.00 ACRES**

**BEING** a tract of land out of the Smith Elkins Survey, Abstract No. 430 in the City of Lancaster, Dallas County, Texas, being part of the 127.63 acre tract of land described in deed to Ridge South Dallas I, LLC recorded in Instrument No. 20070397850, Official Public Records of Dallas County, Texas and being more particularly described as follows:

**BEGINNING** at a point in the northeast right-of-way line of Dallas Avenue (120' ROW) from which the northwest corner of said 127.63 acre tract bears North 26°21'58" West, a distance of 60.07 feet;

**THENCE** leaving said northeast right-of-way line, the following courses and distances to wit:

North 60°57'45" East, a distance of 500.54 feet to a point for corner;

South 26°21'58" East, a distance of 1129.86 feet to a point for the beginning of a tangent curve to the right with a radius of 4380.23 feet, a central angle of 6°04'00", and a chord bearing and distance of South 23°19'58" East, 463.57 feet;

Southeasterly, with said curve, an arc distance of 463.79 feet to a point for corner;

South 20°17'59" East, a distance of 333.95 feet to a point for the beginning of a non-tangent curve to the right having a radius of 570.00 feet, a central angle of 4°38'30", a chord bearing and distance of South 69°37'45" West, 46.16 feet;

Southwesterly, with said curve, an arc distance 46.18 feet to a point for corner;

South 71°57'00" West, a distance of 61.60 feet to a point for corner;

North 29°01'30" West, a distance of 903.42 feet to a point for corner;

South 61°06'48" West, a distance of 291.69 feet to a point for corner in the northeast right-of-way line of said Dallas Avenue;

**THENCE** with said northeast right-of-way line, North 26°21'58" West, a distance of 998.18 feet to the **POINT OF BEGINNING** and containing 15.00 acres of land.

**LEGAL DESCRIPTION**

**TRACT 3**  
**6.52 ACRES**

**BEING** a tract of land out of the Smith Elkins Survey, Abstract No. 430 in the City of Lancaster, Dallas County, Texas, being part of the 127.63 acre tract of land described in deed to Ridge South Dallas I, LLC recorded in Instrument No. 20070397850, Official Public Records of Dallas County, Texas and being more particularly described as follows:

**BEGINNING** at a point in the northeast right-of-way line of Dallas Avenue (120' ROW) from which the northwest corner of said 127.63 acre tract bears North 26°21'58" West, a distance of 1058.25 feet;

**THENCE** leaving said northeast right-of-way line, the following courses and distances to wit:

North 61°06'48" East, a distance of 291.69 feet to a point for corner;  
South 29°01'30" East, a distance of 903.42 feet to a point for corner;  
South 71°57'00" West, a distance of 101.81 feet to a point for the beginning of a non-tangent curve to the right having a radius of 120.00 feet, a central angle of 18°22'04", a chord bearing and distance of South 80°57'43" West, 38.30 feet;  
Southwesterly, with said curve, an arc distance 38.47 feet to a point for the beginning of a reverse curve to the left with a radius of 120.00 feet, a central angle of 18°22'04", and a chord bearing and distance of South 80°57'43" West, 38.30 feet;  
Southwesterly, with said curve, an arc distance of 38.47 feet to a point for corner;  
South 71°57'00" West, a distance of 205.59 feet to a point for corner;  
North 64°10'29" West, a distance of 14.42 feet to a point for corner in the northeast right-of-way line of said Dallas Avenue;

**THENCE** with said northeast right-of-way line, the following courses and distances to wit:

North 20°17'59" West, a distance of 294.17 feet to a point for the beginning of a tangent curve to the left with a radius of 3880.24 feet, a central angle of 6°04'00", and a chord bearing and distance of North 23°19'58" West, 410.66 feet;  
Northwesterly, with said curve, an arc distance of 410.85 feet to a point for corner;  
North 26°21'58" West, a distance of 108.35 feet to the **POINT OF BEGINNING** and containing 6.52 acres of land.

**LEGAL DESCRIPTION**

**TRACT 4**  
**BALMORHEA DRIVE ROW DEDICATION**  
**0.92 ACRE**

**BEING** a tract of land out of the Smith Elkins Survey, Abstract No. 430 in the City of Lancaster, Dallas County, Texas, being part of the 127.63 acre tract of land described in deed to Ridge South Dallas I, LLC recorded in Instrument No. 20070397850, Official Public Records of Dallas County, Texas and being more particularly described as follows:

**BEGINNING** at a point in the northeast right-of-way line of Dallas Avenue (120' ROW) from which the southwest corner of a 68.51 acre tract of land described in deed to Ridge South Dallas I, LLC recorded in Instrument No. 20070397851, Official Public Records of Dallas County, Texas bears South 20°17'59" West, a distance of 1497.97 feet;

**THENCE** with said northeast right-of-way line, North 20°17'59" West, a distance of 468.59 feet to a point for corner;

**THENCE** leaving said northeast right-of-way line, the following courses and distances to wit:

South 64°10'29" East, a distance of 14.42 feet to a point for corner;

North 71°57'00" East, a distance of 205.59 feet to a point for the beginning of a non-tangent curve to the right having a radius of 120.00 feet, a central angle of 18°22'04", a chord bearing and distance of North 80°57'43" East, 38.30 feet;  
 Northeasterly, with said curve, an arc distance 38.47 feet to a point for the beginning of a reverse curve to the left with a radius of 120.00 feet, a central angle of 18°22'04", and a chord bearing and distance of North 80°57'43" East, 38.30 feet;  
 Northeasterly, with said curve, an arc distance of 38.47 feet to a point for corner;  
 North 71°57'00" East, a distance of 163.41 feet to a point for the beginning of a tangent curve to the left with a radius of 570.00 feet, a central angle of 4°38'30", and a chord bearing and distance of North 69°37'45" East, 46.16 feet;  
 Northeasterly, with said curve, an arc distance of 46.18 feet to a point for corner;  
 South 20°17'59" East, a distance of 61.61 feet to a point for the beginning of a non-tangent curve to the right having a radius of 254.00 feet, a central angle of 2°47'38", a chord bearing and distance of South 70°33'11" West, 12.38 feet;  
 Southwesterly, with said curve, an arc distance 12.39 feet to a point for corner;  
 South 71°57'00" West, a distance of 198.66 feet to a point for the beginning of a non-tangent curve to the left having a radius of 113.17 feet, a central angle of 19°56'53", a chord bearing and distance of South 63°08'46" West, 39.20 feet;  
 Southwesterly, with said curve, an arc distance 39.40 feet to a point for the beginning of a non-tangent curve to the right having a radius of 120.00 feet, a central angle of 18°01'25", a chord bearing and distance of South 62°45'58" West, 37.59 feet;  
 Southwesterly, with said curve, an arc distance 37.75 feet to a point for corner;  
 South 71°57'00" West, a distance of 192.43 feet to a point for corner;  
 South 25°49'31" West, a distance of 13.26 feet to a point for corner;  
 South 20°17'59" East, a distance of 291.48 feet to a point for corner;  
 South 11°44'10" East, a distance of 73.87 feet to the **POINT OF BEGINNING** and containing 0.92 acres of land.

# **LEGAL DESCRIPTION**

## **TRACT 5**

### **1.75 ACRES**

**BEING** a tract of land out of the Smith Elkins Survey, Abstract No. 430 in the City of Lancaster, Dallas County, Texas, being part of the 127.63 acre tract of land described in deed to Ridge South Dallas I, LLC recorded in Instrument No. 20070397850, Official Public Records of Dallas County, Texas and being more particularly described as follows:

**COMMENCING** at a point in the northeast right-of-way line of Dallas Avenue (120' ROW) for the southwest corner of a 68.51 acre tract of land described in deed to Ridge South Dallas I, LLC recorded in Instrument No. 20070397851, Official Public Records of Dallas County, Texas;

**THENCE** with said northeast right-of-way line, North 20°17'59" West, a distance of 1497.97 feet to a point for corner;

**THENCE** leaving said northeast right-of-way line, the following courses and distances to wit:

North 11°44'10" West, a distance of 73.87 feet to a point for corner;

North 20°17'59" West, a distance of 14.51 feet to the **POINT OF BEGINNING**;

**THENCE** following courses and distances to wit:

North 20°17'59" West, a distance of 276.97 feet to a point for corner;

North 25°49'31" East, a distance of 13.26 feet to a point for corner;

North 71°57'00" East, a distance of 192.43 feet to a point for the beginning of a non-tangent curve to the left having a radius of 120.00 feet, a central angle of 18°01'25", a chord bearing and distance of North 62°45'58" East, 37.59 feet;

Northeasterly, with said curve, an arc distance 37.75 feet to a point for the beginning of a non-tangent reverse curve to the right having a radius of 113.17 feet, a central angle of 19°56'53", a chord bearing and distance of North 63°08'46" East, 39.20 feet;  
Northeasterly, with said curve, an arc distance 39.40 feet to a point for corner;  
North 71°57'00" East, a distance of 112.65 feet to a point for corner;  
South 29°02'53" East, a distance of 119.83 feet to a point for corner;  
South 60°59'24" West, a distance of 152.79 feet to a point for corner;  
South 44°51'54" West, a distance of 128.71 feet to a point for corner;  
South 08°37'32" East, a distance of 69.55 feet to a point for corner;  
South 60°59'24" West, a distance of 128.47 feet to the **POINT OF BEGINNING** and containing 1.75 acres of land.

**LEGAL DESCRIPTION**

**TRACT 6**

**1.40 ACRE**

**BEING** a tract of land out of the Smith Elkins Survey, Abstract No. 430 in the City of Lancaster, Dallas County, Texas, being part of the 127.63 acre tract of land described in deed to Ridge South Dallas I, LLC recorded in Instrument No. 20070397850, Official Public Records of Dallas County, Texas and being more particularly described as follows:

**BEGINNING** at a point in the northeast right-of-way line of Dallas Avenue (120' ROW) for southwest corner of 68.51 acre tract of land described in deed to Ridge South Dallas I, LLC recorded in Instrument No. 20070397851, Official Public Records of Dallas County, Texas bears South 20°17'59" East, a distance of 1471.42 feet;

**THENCE** with said northeast right-of-way line, North 20°17'59" West, a distance of 26.55 feet to a point for corner;

**THENCE** leaving said northeast right-of-way line, the following courses and distances to wit:

North 11°44'10" West, a distance of 73.87 feet to a point for corner;  
North 20°17'59" West, a distance of 14.51 feet to a point for corner;  
North 60°59'24" East, a distance of 128.47 feet to a point for corner;  
North 08°37'32" West, a distance of 69.55 feet to a point for corner;  
North 44°51'54" East, a distance of 128.71 feet to a point for corner;  
North 60°59'24" East, a distance of 152.79 feet to a point for corner;  
South 29°02'53" East, a distance of 9.78 feet to a point for corner;  
South 28°57'11" East, a distance of 129.77 feet to a point for corner;  
South 60°59'24" West, a distance of 191.12 feet to a point for corner;  
South 08°10'50" East, a distance of 77.59 feet to a point for corner;  
South 60°59'24" West, a distance of 238.46 feet to the **POINT OF BEGINNING** and containing 1.40 acres of land.

**LEGAL DESCRIPTION**

**TRACT 7**  
**0.72 ACRE**

**BEING** a tract of land out of the Smith Elkins Survey, Abstract No. 430 in the City of Lancaster, Dallas County, Texas, being part of the 127.63 acre tract of land described in deed to Ridge South Dallas I, LLC recorded in Instrument No. 20070397850, Official Public Records of Dallas County, Texas and being more particularly described as follows:

**COMMENCING** at a point in the northeast right-of-way line of Dallas Avenue (120' ROW) for southwest corner of 68.51 acre tract of land described in deed to Ridge South Dallas I, LLC recorded in Instrument No. 20070397851, Official Public Records of Dallas County, Texas;

**THENCE** with the south line of said 68.51 acre tract, North 61°26'32" East, a distance of 505.52 feet to a point for corner;

**THENCE** leaving the south line of said 68.51 acre tract, North 20°18'49" West, a distance of 1157.17 feet to the **POINT OF BEGINNING**;

**THENCE** the following courses and distances to wit:

North 29°02'53" West, a distance of 646.48 feet to a point for corner;

North 71°57'00" East, a distance of 86.01 feet to a point for the beginning of a tangent curve to the left with a radius of 254.00 feet, a central angle of 2°47'38", and a chord bearing and distance of

North 70°33'11" East, 12.38 feet;

Northeasterly, with said curve, an arc distance of 12.39 feet to a point for corner;

South 20°17'59" East, a distance of 635.39 feet to the **POINT OF BEGINNING** and containing 0.72 acres of land.

**LEGAL DESCRIPTION**

**TRACT 8**  
**3.88 ACRES**

**BEING** a tract of land out of the Smith Elkins Survey, Abstract No. 430 in the City of Lancaster, Dallas County, Texas, being part of the 127.63 acre tract of land described in deed to Ridge South Dallas I, LLC recorded in Instrument No. 20070397850, Official Public Records of Dallas County, Texas and being more particularly described as follows:

**BEGINNING** at a point in the northeast right-of-way line of Dallas Avenue (120' ROW) for southwest corner of 68.51 acre tract of land described in deed to Ridge South Dallas I, LLC recorded in Instrument No. 20070397851, Official Public Records of Dallas County, Texas bears South 20°17'59" East, a distance of 1148.30 feet;

**THENCE** with said northeast right-of-way line, North 20°17'59" West, a distance of 323.36 feet to a point for corner;

**THENCE** leaving said northeast right-of-way line, the following courses and distances to wit:

North 60°59'24" East, a distance of 238.46 feet to a point for corner;

North 08°10'50" West, a distance of 77.59 feet to a point for corner;

North 60°59'24" East, a distance of 191.33 feet to a point for corner;

South 29°02'53" East, a distance of 387.09 feet to a point for corner;

South 20°17'59" East, a distance of 5.11 feet to a point for corner;

South 60°59'24" West, a distance of 505.83 feet to the **POINT OF BEGINNING** and containing 3.88 acres of land.

**LEGAL DESCRIPTION**

**TRACT 9**

**12.86 ACRES**

**BEING** a tract of land out of the Smith Elkins Survey, Abstract No. 430 in the City of Lancaster, Dallas County, Texas, being part of the 127.63 acre tract of land described in deed to Ridge South Dallas I, LLC recorded in Instrument No. 20070397850, Official Public Records of Dallas County, Texas and being more particularly described as follows:

**BEGINNING** at a point in the northeast right-of-way line of Dallas Avenue (120' ROW) for southwest corner of 68.51 acre tract of land described in deed to Ridge South Dallas I, LLC recorded in Instrument No. 20070397851, Official Public Records of Dallas County, Texas bears South 20°17'59" East, a distance of 30.31 feet;

**THENCE** with said northeast right-of-way line, North 20°17'59" West, a distance of 1117.75 feet to a point for corner;

**THENCE** leaving said northeast right-of-way line, the following courses and distances to wit:

North 60°59'24" East, a distance of 505.83 feet to a point for corner;

South 20°17'59" East, a distance of 511.71 feet to a point for corner;

South 20°19'29" East, a distance of 610.04 feet to a point for corner;

South 61°26'32" West, a distance of 505.51 feet to the **POINT OF BEGINNING** and containing 12.86 acres of land.

**LEGAL DESCRIPTION**

**TRACT 10**

**0.35 ACRE**

**BEING** a tract of land out of the Smith Elkins Survey, Abstract No. 430 in the City of Lancaster, Dallas County, Texas, being part of the 127.63 acre tract of land described in deed to Ridge South Dallas I, LLC recorded in Instrument No. 20070397850, Official Public Records of Dallas County, Texas being part of a 68.51 acre tract of land described in deed to Ridge South Dallas I, LLC recorded in Instrument No. 20070397851, Official Public Records of Dallas County, Texas and being more particularly described as follows:

**BEGINNING** at a point in the northeast right-of-way line of Dallas Avenue (120' ROW) for southwest corner of said 68.51 acre tract;

**THENCE** with said northeast right-of-way line, North 20°17'59" West, a distance of 30.31 feet to a point for corner;

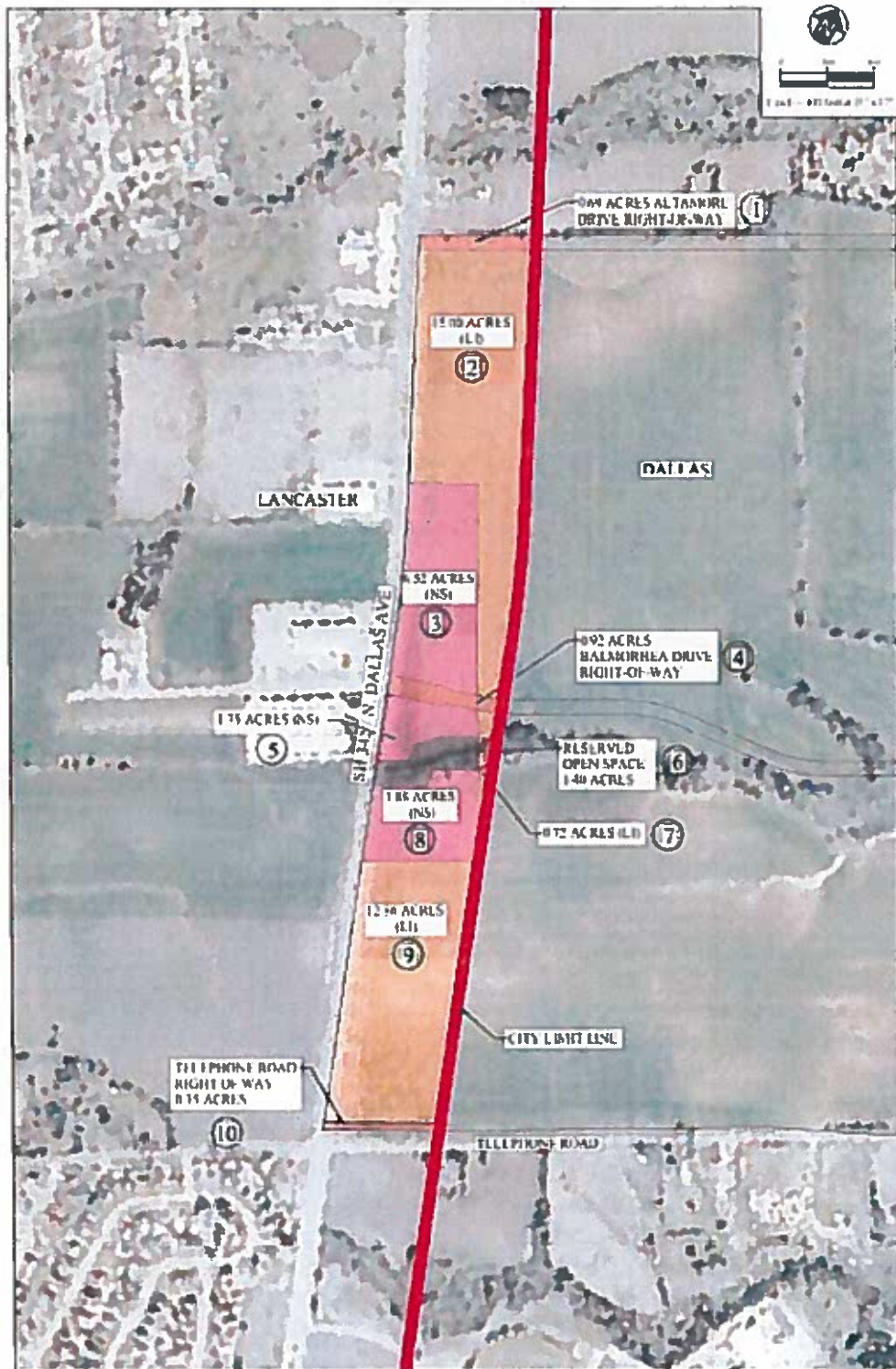
**THENCE** leaving said northeast right-of-way line, the following courses and distances to wit:

North 61°26'32" East, a distance of 505.51 feet to a point for corner;

South 20°19'29" East, a distance of 30.31 feet to a point for corner in the south line of said 68.51 acre tract;

**THENCE** with said south line, South 61°26'32" West, a distance of 505.52 feet to the **POINT OF BEGINNING** and containing 0.35 acres of land.

# **EXHIBIT B** **FUTURE LAND USE PLAN**



**EXHIBIT C**  
**DEVELOPMENT REGULATIONS**

**RLC LOGISTICS**

**Purpose and Intent**

The purpose and intent of this Planned Development District is to reallocate the land use areas within the subject property in a manner that facilitates high quality development while respecting existing natural features, providing vehicular accessibility appropriate to the land uses, and maximizing flexibility for development.

**Applicability**

The Planned Development Regulations shall apply whenever the property owner submits for permit in the form of platting, site plan approval or public infrastructure improvements.

**Reallocation of Land Uses and Permitted Uses**

The allocation of land uses shall be consistent with those shown on Exhibit B of this Ordinance, the Land Use Plan. Any use allowed in NS, Neighborhood Services and LI, Light Industrial is permitted within the limits of the areas as detailed on Exhibit B. R, Retail uses are allowed in the NS use areas. Notwithstanding the above, the following land uses shall be prohibited under this PD zoning:

1. Animal Boarding/Kennel with Outside Pens
2. Animal Boarding/Kennel without Outside Pens
3. Animal Production
4. Animal Shelter
5. Horse Corral or Stable (Commercial)
6. Horse Corral or Stable (Private)
7. Wholesale Nursery for Growing of Plants No Retail Sale on Site
8. Bed and Breakfast Operation
9. Carport
10. Convent or Monastery
11. Duplex
12. Guest Quarters/Secondary Living Unit
13. Home Occupation
14. Hotel or Motel
15. Hotel, Residence
16. Multi-Family
17. Portable Building – Residential
18. Residential Care Facility
19. Single Family on less than a min. lot size lot
20. Single Family, Attached
21. Single Family, Detached
22. Single Family, Zero Lot Line
23. Subdivision Screening Wall
24. Swimming Pool, Private
25. Tennis Court Private
26. Townhouse
27. Urban Residential

**EXHIBIT C**  
**DEVELOPMENT REGULATIONS**

28. Assisted Living Facility
29. Blood Plasma Donor Center
30. Church/House of Worship
31. College, University, or Seminary
32. Convalescent Care Facility/Nursing Home
33. Group or Community Home
34. Government Facility
35. Hospice
36. Mortuary or Funeral Chapel
37. Penal Boarding Home
38. Post Office, Regional
39. Prison/Custodial Institution
40. Public School Primary, Secondary, Senior (Included a Charter School)
41. Private School, Primary, Secondary, Senior
42. Rescue Mission or Shelter for Homeless
43. Social Service Provider, not Rescue Mission or Shelter
44. Temporary educational Building
45. Check Cashing Business, Credit Agency or similar Financial Institution
46. Billiard Parlor or Pool Hall
47. Carnival Circus, or Amusement Ride, Temporary
48. Commercial Amusement/Recreation (outside)
49. Community or Recreation Club, Public or Private (Accessory)
50. Country Club, Private
51. Golf Driving range
52. Fund Raising Events by Non-Profit, Indoor or Outdoor, Temporary
53. Gun Club, Skeet or Target Range (Indoor)
54. Gun Club, Skeet or Target Range (Outdoor)
55. Private Club, Lodge, Fraternal Organization
56. Private Sports Arena, Stadium or Track
57. Tennis Courts (Not accessory to a public or private club)
58. Antique/Collectible Store
59. Astrologer, Hypnotist, or Psychic Art and Science
60. Banquet Facility
61. Business School
62. Catering Service
63. Christmas Tree Sales Lot & Similar Uses, Temporary
64. Display, Incidental
65. Night Club, Discotheque, or Dance Hall
66. Pawn Shop
67. Used Merchandise Store
68. Sexually Oriented Business
69. Tattoo, Body Piercing (does not include earlobe piercing)
70. Taxidermist Shop
71. Bail Bond Service
72. Building & Landscape Material with Outside Storage
73. Cemetery/Mausoleum/Mortuary

**EXHIBIT C**  
**DEVELOPMENT REGULATIONS**

- 74. Crematorium
- 75. Feed Store, Ranch Supply
- 76. Mobile Home/Trailer Sales Lot
- 77. Portable Buildings – Commercial
- 78. Auto Repair Garage, Major
- 79. Auto Repair Garage, Major
- 80. Automobile Rental
- 81. Boat & Trailer Dealership (New and Used)
- 82. Car Wash/Auto Detail
- 83. Car Wash, Self Service
- 84. Motor Vehicle Dealership, New & Used (Cars and Light Trucks)
- 85. Parking, Commercial
- 86. Parking Lot, non-Commercial
- 87. Recreational Vehicle (RV) Sales and Service
- 88. Towing & Impound Yard
- 89. Towing Service, No Storage
- 90. Truck Rental
- 91. Truck Stop with Fuel and Accessory Services
- 92. Asphalt or Concrete Batch Plant
- 93. Carpet and Rug Cleaning
- 94. Environmentally Hazardous Materials
- 95. Manufacturing, Heavy
- 96. Metal Plating, Electro Plating
- 97. Salvage or Reclamation of Products (Indoors)
- 98. Salvage or Reclamation of Products (Outdoors)
- 99. Tool, Dye, Gauge and Machine Shop
- 100. Welding Repair
- 101. Heavy Construction Trade Yard
- 102. Landfill, Sanitary
- 103. Mini-Warehouse
- 104. Outside Storage as a Primary Use
- 105. Recycling Collection Center
- 106. Airport, Heliport or Landing Field
- 107. Antenna, Accessory
- 108. Antenna, Commercial
- 109. Antenna, Dish
- 110. Antenna, Commercial, Free-Standing
- 111. Antenna, Commercial, Mounted
- 112. Bus Charter Service & Service Facility
- 113. Radio Broadcasting
- 114. Railroad Yard or Shop

Concept Plan

## ***EXHIBIT C***

### ***DEVELOPMENT REGULATIONS***

The detailed elements for consideration in support of this PD are detailed on Exhibit D of this Ordinance, the Concept Plan. Exhibit D will serve as a guide in City Staff's review of individual Site Plans supporting development applications.

#### **Development Regulations**

Unless described herein, the Development Regulations described in the current Lancaster Development Code (LDC) apply.

#### **Signage Requirements**

Entry feature monument signage is allowed in a manner consistent with that presented on Exhibit E to this Ordinance, the Sign Rendering, with a signage square footage not to exceed 150 square feet for two (2) 'major signs' at the intersection of Balmorhea and Dallas Avenue, one (1) 'minor sign' not to exceed 75 square feet at the intersection of Altamoor and Dallas Avenue, and one (1) 'minor sign' not to exceed 75 square feet at the intersection of Telephone Road and Dallas Avenue. Sign square footage tabulations do not include architectural or structural sign elements. Individual tract developments are anticipated to have monument signage consistent with the LDC.

#### **Preservation of Open Space**

The area described as "50' Drainage Easement" on the Final Plat for Ridge Logistics Center and as

"Reserved Open Space" on Exhibit B, the Land Use Plan, will be set aside as  $\pm 1.4$  acres of open space with the intent to preserve the existing stand of native trees within that feature.

#### **Enhanced Screening along Public Rights of Way**

An additional 20-foot wide open space buffer in the form of a graded berm, swale, or other landscape element shall be constructed between the tree line contemplated in the RLC Landscape Plans ( $\pm 25$ -feet from the property/right of way line) and the LI-zoned property pavement limits. This additional buffer will not apply to Neighborhood Services use development tracts.

# EXHIBIT D CONCEPT PLAN

## RLC

Lancaster, Texas

TABLE 1: RLC LOGISTICS CENTER OPTION 10

BUILD 1 - 10.21 ACRES  
 • BLDG - 427,443 SQ. FT.  
 • CAR PARKING - 120  
 • TRAILER PARKING - 144  
 • 12.27 AC. 20' TYP. BAY  
 • 8.94 AC. 10' DOCK DOORS - 14  
 • 11.27 AC. 11.27 TAMP UP DOCKS - 4

BUILD 2 - 11.13 ACRES  
 • BLDG - 427,443 SQ. FT.  
 • CAR PARKING - 120  
 • TRAILER PARKING - 144  
 • 12.27 AC. 20' TYP. BAY  
 • 12.27 AC. 10' DOCK DOORS - 14  
 • 11.27 AC. 11.27 TAMP UP DOCKS - 4

BUILD 3 - 11.13 ACRES  
 • BLDG - 427,443 SQ. FT.  
 • CAR PARKING - 120  
 • TRAILER PARKING - 144  
 • 12.27 AC. 20' TYP. BAY  
 • 12.27 AC. 10' DOCK DOORS - 14  
 • 11.27 AC. 11.27 TAMP UP DOCKS - 4

BUILD 4 - 10.21 ACRES  
 • BLDG - 427,443 SQ. FT.  
 • CAR PARKING - 120  
 • TRAILER PARKING - 144  
 • 12.27 AC. 20' TYP. BAY  
 • 12.27 AC. 10' DOCK DOORS - 14  
 • 11.27 AC. 11.27 TAMP UP DOCKS - 4

BUILD 5 - 11.13 ACRES  
 • BLDG - 427,443 SQ. FT.  
 • CAR PARKING - 120  
 • TRAILER PARKING - 144  
 • 12.27 AC. 20' TYP. BAY  
 • 12.27 AC. 10' DOCK DOORS - 14  
 • 11.27 AC. 11.27 TAMP UP DOCKS - 4

BUILD 6 - 11.13 ACRES  
 • BLDG - 427,443 SQ. FT.  
 • CAR PARKING - 120  
 • TRAILER PARKING - 144  
 • 12.27 AC. 20' TYP. BAY  
 • 12.27 AC. 10' DOCK DOORS - 14  
 • 11.27 AC. 11.27 TAMP UP DOCKS - 4

BUILD 7 - 11.13 ACRES  
 • BLDG - 427,443 SQ. FT.  
 • CAR PARKING - 120  
 • TRAILER PARKING - 144  
 • 12.27 AC. 20' TYP. BAY  
 • 12.27 AC. 10' DOCK DOORS - 14  
 • 11.27 AC. 11.27 TAMP UP DOCKS - 4

BUILD 8 - 11.13 ACRES  
 • BLDG - 427,443 SQ. FT.  
 • CAR PARKING - 120  
 • TRAILER PARKING - 144  
 • 12.27 AC. 20' TYP. BAY  
 • 12.27 AC. 10' DOCK DOORS - 14  
 • 11.27 AC. 11.27 TAMP UP DOCKS - 4

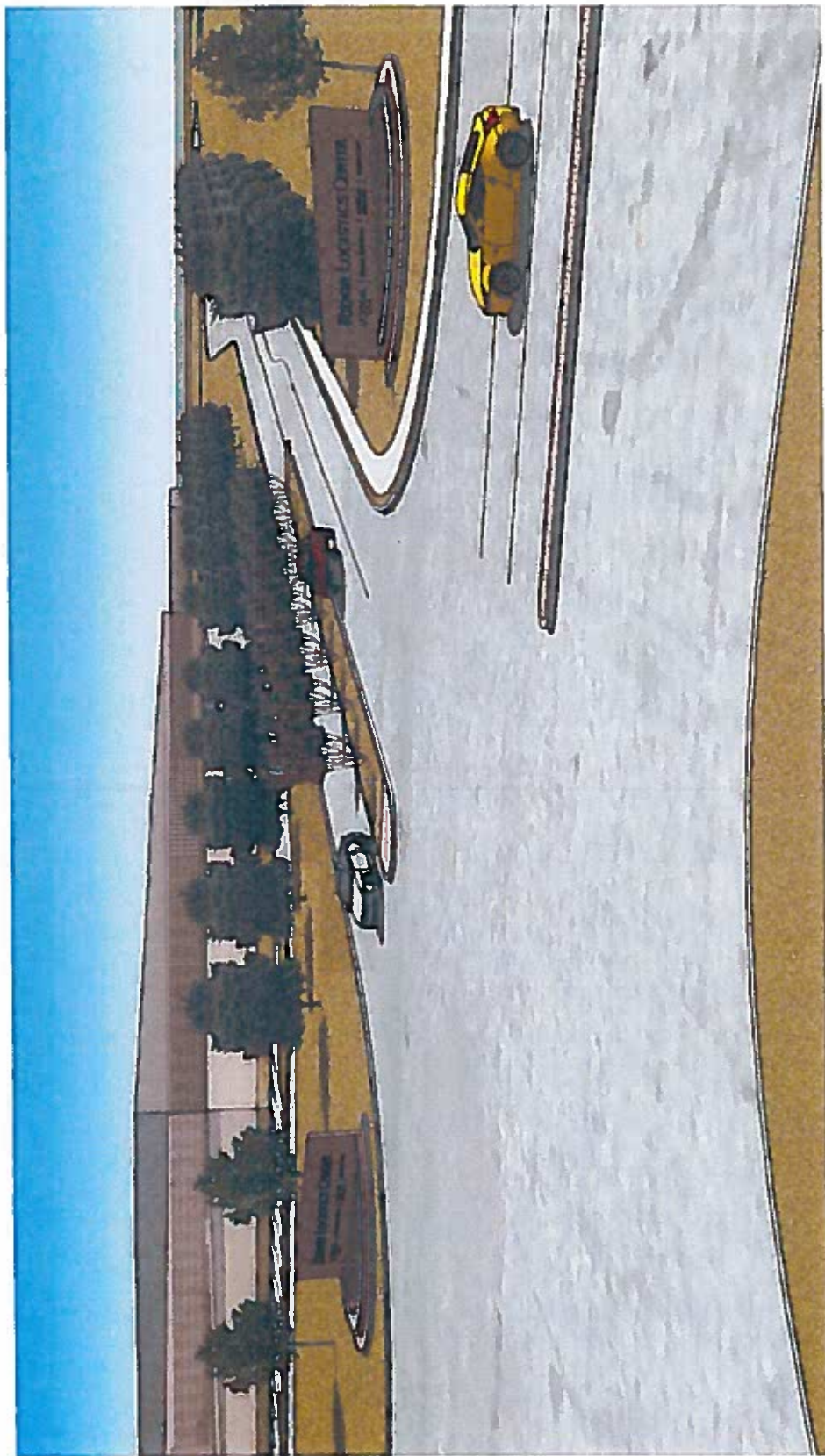
BUILD 9 - 11.13 ACRES  
 • BLDG - 427,443 SQ. FT.  
 • CAR PARKING - 120  
 • TRAILER PARKING - 144  
 • 12.27 AC. 20' TYP. BAY  
 • 12.27 AC. 10' DOCK DOORS - 14  
 • 11.27 AC. 11.27 TAMP UP DOCKS - 4



SEPTEMBER 10, 2013

ALLIANCEARCHITECTS

**EXHIBIT E**  
**SIGN RENDERINGS**





## **MINUTES**

### **PLANNING & ZONING COMMISSION REGULAR MEETING OF OCTOBER 3, 2017**

**The Planning and Zoning Commission of the City of Lancaster, Texas, met in a Regular Session in the City Council Chambers of City Hall on October 3, 2017 at 7:00 p.m. with a quorum present to-wit:**

#### **Commissioners Present:**

Chair Racheal Hill  
Vice Chair Isabel Aguilar  
Cynthia Johnson  
Jeremy Reed  
Karen Collins (arrived following consent item)

#### **City Staff:**

Bester Munyaradzi, Senior Planner  
Emma Chetuya, Planner  
Terrence Welch, City Attorney  
Kelley Frazier, Development Coordinator  
Dale Jackson, Building Official

#### **Call to order:**

Chair Hill called the meeting to order at 7:00 p.m. on October 3, 2017.

#### **Consent Agenda:**

Chair Hill read the consent agenda.

- 1. Consider approval of minutes from the Planning and Zoning Commission Regular Meeting held on July 11, 2017.**
- 2. Consider approval of minutes from the Planning and Zoning Commission Regular Meeting held on August 1, 2017.**
- 3. Consider approval of minutes from the Planning and Zoning Commission Regular Meeting held on September 5, 2017.**

Commissioner Johnson asked that the July 11, 2017 minutes be changed to reflect 4 votes instead of 5 on item number 3.

Commissioner Aguilar requested that the September 5, 2017 minutes reflect Chair Hill's title as "Chair" and remove "Acting Chair".

**MOTION:** Vice Chair Aguilar made a motion, and seconded by Commissioner Johnson to approve consent items 1 through 3 - with the suggested changes to the July 11, 2017 minutes and the September 5, 2017 minutes. The vote was cast 4 for, 0 against [Collins absent].

#### **PUBLIC HEARING:**

- 4. Z17-07 Conduct a Public Hearing and consider a rezoning request from Planned Development- Neighborhood Services (PD-NS) to Light Industrial (LI). The property is approximately 6.52 acres of land, located on the northeast corner of Balmorhea Drive and N. Dallas Avenue. The property is addressed as 3700 N. Dallas Avenue and described as Lot 2R, Block A, VanTrust I-20 Logistics Addition in the Smith Elkins Survey, Abstract number 430 City of Lancaster, Dallas County, Texas.**

Senior Planner Munyaradzi stated that item 4 is a request for rezoning request from Planned Development-Neighborhood Services (PD-NS) to Light Industrial (LI). The property was rezoned in 2013 from (LI) to NS as part of a total of 44.08 acres of land on the northeast side of N. Dallas Avenue and Balmorhea Drive. The applicant is requesting to rezone the property from the existing PD-NS zoning to LI. The Comprehensive Future Land Use Plan designates this area as Logistics/Distribution and the zoning change request is consistent with the Comprehensive Plan. The proposed warehouse is compatible with the warehouse uses to the north, east and west of this site. The requested zoning is consistent with the City's vision for the area and meets five (5) considerations that must be made when deciding on a zoning change application as presented in the staff report. Therefore, staff recommends approval of the request as submitted.

Commissioner Johnson asked if applicant was aware of the need for a zoning change prior to purchasing the property. Senior Planner Munyaradzi indicated that the property owner originally came in for a zoning change in 2013 for the 44.08 acres. However, since 2013, the applicant has decided that it would be more appropriate for the requested area to be zoned Light Industrial which is compliant with the Comprehensive Plan.

Chair Hill opened the public hearing.

Chris McCluskey, 16000 Dallas Parkway Suite 285, Dallas, TX shared his appreciation to staff and Commissioners.

**MOTION:** Vice Chair Aguilar made a motion and seconded by Commissioner Reed to close the public hearing. The vote was cast 5 for, 0 against.

**MOTION:** Commissioner Reed made a motion, and seconded by Vice Chair Aguilar to approve item 4. The vote was cast 5 for, 0 against.

- 5. Z 17-08 Conduct a Public Hearing and consider a rezoning request from Commercial Highway (CH) to Planned Development-Commercial Highway (PD-CH) to allow an extended stay hotel located on the northeast corner of Interstate Highway 35E and Daniel Dale Road and contains approximately 2.55 acres of land. The property is more particularly described as a tract of land situated in the Silas B. Runyon Survey, Abstract No.1199, City of Lancaster, Dallas County, Texas.**

Planner Chetuya shared that item 5 is a rezoning request from Commercial Highway (CH) to Planned Development-Commercial Highway (PD-CH) for the purpose of allowing 50% of the Sleep Inn/Mainstay Hotel to permit for extended stay guests and 50% of the hotel to allow for hotel guests. While a Hotel use is allowed in the CH zoning district, a Residence Hotel use is not allowed in CH zoning. The developer is proposing to include kitchenettes in 50% of the rooms on the property. The inclusion of the kitchenettes would cause those rooms to be classified as a Residence Hotel. To accommodate the needs of this particular hotel request, a rezoning is required. Planner Chetuya shared the five factors to be considered when a zoning change is requested. With the recent addition of a conference room to the plan being considered, the development standards will be amended to allow for a 635 square foot conference room. Therefore, there will be an amendment to the site plan which includes 4 off-site parking spaces; in addition, to the nine parking spaces. Staff recommends approval of the request.

Vice Chair Aguilar inquired if item 5 would be two separate hotels under one company. Planner Chetuya confirmed Vice Chair Aguilar's inquiry.

Vice Chair Aguilar inquired about the intended audience for this hotel. Planner Chetuya indicated item 5 would be intended for business travelers.

Vice Chair Aguilar requested from staff if the extended stay hotel would keep the appearance of the surrounding businesses. Planner Chetuya replied the branded hotel will maintain their brand while meeting the City's guidelines.

Chair Hill opened the public hearing.

Jeff Carona, 5401 N. Central Expressway, Suite 310, Dallas, Texas, shared his appreciation to staff and Commissioners. He reiterated that the proposed hotels were two hotels under one roof.

Laura Villa, 3525 Cumberland St, inquired if the zoning change would affect residential taxes. Chair Hill acknowledged the inquiry and shared that the Commissioners are unable to answer her question.

**MOTION:** Vice Chair Aguilar made a motion, seconded by Commissioner Reed to close the public hearing. The vote was cast 5 for, 0 against.

Vice Chair Aguilar indicated that while she is in favor with the growth and development of the City, but is concerned that this property could become unsafe and wants to ensure that City staff stays with the property for safety reasons.

**MOTION:** Commissioner Reed made a motion, and seconded by Vice Chair Aguilar to approve item 5 with the revised site plan and amended development standards as presented. The vote was cast 5 for, 0 against.

**6. Discuss and consider an off-site parking agreement between Lots 1 and 2. Lots 1 and 2 are respectively addressed as 3508 N and 3504 N I-35E in Block 1 of the Carona Addition. The property is more particularly described as a tract of land situated in the Silas B. Runyon Survey, Abstract No.1199, City of Lancaster, Dallas County, Texas.**

Emma Chetuya, Planner shared that the applicant is requesting approval of an off-site parking agreement allowing Lot 1 to use 13 parking stalls from Lot 2 in order to meet the 84 parking space requirement for the hotel. The City's parking requirements states that hotels need 1 parking space for each unit plus 50% of the requirement for accessory uses such as restaurants and meeting rooms. She added that 4 spaces will be added on to Lot 2 for the proposed restaurant or retail use in the future. The parking requirements states that restaurants shall have 1 parking space for each 100 square feet, or 1 for each 4 seats, whichever is greater. Also, the requirements states that retail stores shall have 1 parking space for each 250 square feet. Staff recommends approval of the off-site parking agreement to meet the hotel parking needs.

**MOTION:** Vice Chair Aguilar made a motion, and seconded by Commissioner Reed to approve item 6. The vote was cast 5 for, 0 against.

**MOTION:** Commissioner Johnson made a motion, and seconded by Vice Chair Aguilar to adjourn the meeting. The vote was cast 5 for, 0 against.

The meeting was adjourned at 7:25 p.m.

**ATTEST:**

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Bester Munyaradzi, Senior Planner

**APPROVED:**

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Racheal Hill, Chair

## LANCASTER CITY COUNCIL

### City Council Special Meeting

7.

**Meeting Date:** 12/04/2017

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

**Goal(s):** Healthy, Safe & Engaged Community

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

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### **Agenda Caption:**

Conduct a public hearing and consider a resolution approving the 2018 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.

An updated draft of the proposed 2018 Standards of Care for Youth Programs is attached for your review.

The proposed 2018 Youth Standards of Care were reviewed and recommended for approval as is with 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.

### **Fiscal Impact:**

There are no costs associated with the adoption of the Youth Standards of Care.

**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 reject 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

State Code Chapter 42

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## **RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE 2018 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 from regulation 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 2018 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 2018 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 4th day of December, 2017.

**ATTEST:**

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Sorangel O. Arenas, City Secretary

**APPROVED:**

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Marcus E. Knight, Mayor

**APPROVED AS TO FORM:**

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David T. Ritter, City Attorney

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



**2018**  
**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](http://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 74 legislative sessions. The Standards of Care are intended to be minimum standards by which the City of Lancaster Quality of Life and Cultural Services (QLCS) 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 City of Lancaster City Council.
- B.** Implementation of the Youth Program Standards of Care is the responsibility of the Parks and Recreation Department Director and Departmental employees.
- C.** Youth Programs ("Program") to which these Standards will apply include the Summer Day Camp Program, After School Care Program and the Holiday Day Camp Program.
- D.** Each Youth Program site will have available for public and staff review a current copy of the Standards of Care.
- E.** Parents of participants will be provided a current copy of the Standards of Care during the registration process.
- F.** Criminal background checks will be conducted on prospective Youth Program employees. If results of that criminal check indicate that an applicant has been convicted of any of the following offenses, he or she will not be considered for employment:
  - 1. A felony or a misdemeanor classified as an offense against a person or family.
  - 2. A felony or misdemeanor classified as public indecency.
  - 3. A felony or misdemeanor violation of any law intended to control the possession or distribution of any controlled substance.
  - 4. Any offense involving moral turpitude.
  - 5. Any offense that would potentially put the City of Lancaster 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 (QLCS) 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 QLCS Department Director or his or her designee.

- G.** Program Coordinator or Coordinator: City of Lancaster QLCS Department full-time programmer who has been assigned administrative responsibility for a City of Lancaster Youth Program.
- H.** Program Leader or Leader: City of Lancaster Parks and Recreation Department full-time or part-time employee who has been assigned responsibility to implement the City's Youth Programs.
- I.** Program Site: Area and facilities where City of Lancaster Youth Programs is held, consisting of, but not limited to: Lancaster QLCS 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 or 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 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 Recreation Supervisor. The Recreation 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 QLCS 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**



**2018**  
**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](http://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.

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

*2<sup>nd</sup> 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.

*3<sup>rd</sup> 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.

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

The Parks & Recreation Department reserves the right to accelerate disciplinary steps as determined necessary.

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

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

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

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

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

### **Parent Release/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. Beckoning or waving for the child (ren) to come out to the car is not acceptable.
- b. 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 Property**

Personal electronics (i.e. cell phones, ipods, mp3 players, video games systems, etc.) are strictly prohibited. If caught using personal electronics, they will be confiscated and may only be retrieved by a parent or guardian. Personal property or electronics are not the responsibility of Lancaster Recreation Staff.

## **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**



**2018**  
**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  
YOUTH PROGRAM LATE PICK UP RECORD

Date\_\_\_\_\_

Parent's Name\_\_\_\_\_

Daytime #\_\_\_\_\_ Cell #\_\_\_\_\_

Child(ren)'s Name(s) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Circle One:

1<sup>st</sup> Incident

2<sup>nd</sup> Incident

3<sup>rd</sup> 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:

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**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:

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Lancaster Quality of Life and Cultural Services Department  
**BEHAVIORAL REPORT**

Date: \_\_\_\_\_

Program: \_\_\_\_\_

Participant's Name \_\_\_\_\_ Age \_\_\_\_\_

Address \_\_\_\_\_ Home # \_\_\_\_\_

Description of Incident \_\_\_\_\_

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Staff Comments \_\_\_\_\_

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**1<sup>st</sup> Offense** \_\_\_\_\_

**2<sup>nd</sup> Offense** \_\_\_\_\_

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

**3<sup>rd</sup> Offense** \_\_\_\_\_

Notification of effective suspension dates

**4<sup>th</sup> 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#:** \_\_\_\_\_

HUMAN RESOURCES CODE

TITLE 2. DEPARTMENT OF HUMAN SERVICES AND DEPARTMENT OF  
PROTECTIVE AND REGULATORY SERVICES

SUBTITLE D. DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES;  
CHILD WELFARE AND PROTECTIVE SERVICES

CHAPTER 42. REGULATION OF CERTAIN FACILITIES, HOMES, AND  
AGENCIES THAT PROVIDE CHILD-CARE SERVICES

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 42.001. PURPOSE. The purpose of this chapter is to protect the health, safety, and well-being of the children of the state who reside in child-care facilities by establishing statewide minimum standards for their safety and protection and by regulating the facilities through a licensing program. It is the policy of the state to ensure the protection of all children under care in child-care facilities and to encourage and assist in the improvement of child-care programs. It is also the intent of the legislature that freedom of religion of all citizens is inviolate. With respect to a school or child-care facility sponsored by a religious organization, nothing in this chapter gives a governmental agency authority to regulate, control, supervise, or in any way be involved in the:

(1) form, manner, or content of religious instruction, ministry, teaching, or the curriculum offered by the school or facility;

(2) ability of the school or facility to select and supervise qualified personnel, and otherwise control the terms of employment, including the right to employ individuals who share the religious views of the school or facility;

(3) internal self-governance and autonomy of the school or facility; or

(4) religious environment of the school or facility, such as symbols, art, icons, and scripture.

Acts 1979, 66th Leg., p. 2358, ch. 842, art. 1, Sec. 1, eff. Sept. 1, 1979. Amended by Acts 1997, 75th Leg., ch. 664, Sec. 2, eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 1063, Sec. 2, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 218, Sec. 1, eff. Sept. 1, 2001.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. [1406](#), Sec. 27, eff. September 1, 2007.

Sec. 42.002. DEFINITIONS. In this chapter:

(1) "Child" means a person under 18 years of age.

(2) "Division" means the division designated by the department to carry out the provisions of this chapter.

(3) "Child-care facility" means a facility licensed, certified, or registered by the department to provide assessment, care, training, education, custody, treatment, or supervision for a child who is not related by blood, marriage, or adoption to the owner or operator of the facility, for all or part of the 24-hour day, whether or not the facility is operated for profit or charges for the services it offers.

(4) "General residential operation" means a child-care facility that provides care for more than 12 children for 24 hours a day, including facilities known as children's homes, halfway houses, residential treatment centers, emergency shelters, and therapeutic camps.

(5) "Foster group home" means a child-care facility that provides care for 7 to 12 children for 24 hours a day.

(6) "Foster home" means a child-care facility that provides care for not more than six children for 24 hours a day.

(7) "Day-care center" means a child-care facility that provides care at a location other than the residence of the director, owner, or operator of the child-care facility for seven or more children under 14 years of age for less than 24 hours a day, but at least two hours a day, three or more days a week.

(8) "Group day-care home" means a child-care facility that provides care at the residence of the director, owner, or operator of the child-care facility for seven or more children under 14 years of age for less than 24 hours a day, but at least two hours a day, three or more days a week.

(9) "Family home" means a home that provides regular care in the caretaker's own residence for not more than six children under 14 years of age, excluding children who are related to the caretaker, and that provides care after school hours for not more than six additional elementary school children, but the total number of children, including children who are related to the caretaker, does not exceed 12 at any given time. The term does not include a home that provides care exclusively for any number of children who are related to the caretaker.

(10) "Agency foster group home" means a facility that provides care for seven to 12 children for 24 hours a day, is used only by a licensed child-placing agency, and meets department standards.

(11) "Agency foster home" means a facility that provides care for not more than six children for 24 hours a day, is used only by a licensed child-placing agency, and meets department standards.

(12) "Child-placing agency" means a person, including an organization, other than the natural parents or guardian of a child who plans for the placement of or

places a child in a child-care facility, agency foster home, agency foster group home, or adoptive home.

(13) "Facilities" includes child-care facilities and child-placing agencies.

(14) "State of Texas" or "state" does not include political subdivisions of the state.

(15) "Religious organization" means a church, synagogue, or other religious institution whose purpose is to support and serve the propagation of truly held religious beliefs.

(16) "Children who are related to the caretaker" means children who are the children, grandchildren, siblings, great-grandchildren, first cousins, nieces, or nephews of the caretaker, whether by affinity or consanguinity or as the result of a relationship created by court decree.

(17) "Regular care" means care that is provided at least:

(A) four hours a day, three or more days a week, for three or more consecutive weeks; or

(B) four hours a day for 40 or more days in a period of 12 months.

(18) "Controlling person" means a person who, either alone or in connection with others, has the ability to directly or indirectly influence or direct the management, expenditures, or policies of a facility or family home.

(19) "Residential child-care facility" means a facility licensed or certified by the department that operates for all of the 24-hour day. The term includes general residential operations, child-placing agencies, foster group homes, foster homes, agency foster group homes, and agency foster homes.

(20) "Before-school or after-school program" means a child-care facility that provides care before or after, or before and after, the customary school day and

during school holidays, for at least two hours a day, three days a week, to children who attend prekindergarten through grade six.

(21) "School-age program" means a child-care facility that provides supervision, along with recreation or skills instruction or training, and may provide transportation, before or after the customary school day, for at least two hours a day, three days a week, to children attending prekindergarten through grade six. A school-age program may also operate during school holidays, the summer period, or any other time when school is not in session.

(22) "Children's product" means a product that is designed or intended to be used by a child under 13 years of age or used by a caregiver during the care of a child under 13 years of age. The term does not include:

(A) an item that is not designed or intended to be used solely or primarily by a child under 13 years of age or in the care of a child under 13 years of age;

(B) a medication, a drug, food, or another item that is intended to be ingested; or

(C) clothing.

(23) "Other maltreatment" means:

(A) abuse, as defined by Section 261.001 or 261.401, Family Code; or

(B) neglect, as defined by Section 261.001 or 261.401, Family Code.

Acts 1979, 66th Leg., p. 2359, ch. 842, art. 1, Sec. 1, eff. Sept. 1, 1979. Amended by Acts 1981, 67th Leg., p. 2812, ch. 759, Sec. 1, eff. Aug. 31, 1981; Acts 1987, 70th Leg., ch. 1052, Sec. 4.01, eff. Sept. 1, 1987; Acts 1989, 71st Leg., ch. 984, Sec. 1, eff. June 15, 1989; Acts 1997, 75th Leg., ch. 1022, Sec. 23, eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 1063, Sec. 3, eff. Sept. 1, 1997;

Acts 1997, 75th Leg., ch. 1217, Sec. 1, eff. Sept. 1, 1997;  
Acts 2001, 77th Leg., ch. 218, Sec. 2, eff. Sept. 1, 2001.  
Amended by:

Acts 2005, 79th Leg., Ch. [268](#), Sec. 1.90, eff.  
September 1, 2005.

Acts 2009, 81st Leg., R.S., Ch. [46](#), Sec. 1, eff.  
September 1, 2009.

Acts 2009, 81st Leg., R.S., Ch. [720](#), Sec. 2, eff.  
September 1, 2009.

Acts 2011, 82nd Leg., R.S., Ch. [91](#), Sec. 27.001(34),  
eff. September 1, 2011.

Acts 2011, 82nd Leg., R.S., Ch. [1082](#), Sec. 1, eff.  
September 1, 2011.

Acts 2011, 82nd Leg., R.S., Ch. [1323](#), Sec. 3, eff.  
June 17, 2011.

Sec. 42.003. REFERENCE TO CHILD-CARE INSTITUTION. A  
reference in law to a "child-care institution" means a  
general residential operation.

Added by Acts 2009, 81st Leg., R.S., Ch. [720](#), Sec. 3, eff.  
September 1, 2009.

#### SUBCHAPTER B. ADMINISTRATIVE PROVISIONS

Sec. 42.021. DIVISION DESIGNATED. (a) The  
department may designate a division within the department  
to carry out responsibilities the department may delegate  
or assign under this chapter. The department shall ensure  
the independence of the division from the child protective  
services division.

(b) The commissioner shall appoint as director of a  
division designated under Subsection (a) a person who meets  
the qualifications set by the executive commissioner. The  
commissioner shall ensure the director's independence from  
the child protective services division and may not

terminate the director without the approval of the executive commissioner.

(c) The department shall employ sufficient personnel and provide training for the personnel to carry out the provisions of this chapter.

(d) The commissioner may divide the state into regions for the purpose of administering this chapter.

Acts 1979, 66th Leg., p. 2360, ch. 842, art. 1, Sec. 1, eff. Sept. 1, 1979. Amended by Acts 1995, 74th Leg., ch. 76, Sec. 8.020, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1063, Sec. 4, eff. Sept. 1, 1997.

Amended by:

Acts 2005, 79th Leg., Ch. [268](#), Sec. 1.91, eff. September 1, 2005.

Acts 2007, 80th Leg., R.S., Ch. [1406](#), Sec. 28, eff. September 1, 2007.

Sec. 42.0211. SAFETY SPECIALISTS, RISK ANALYSTS, AND PERFORMANCE MANAGEMENT. (a) The division shall employ at least one specially trained investigation safety specialist, whose duties include the duty to:

(1) review and evaluate the intake of reports that include allegations associated with a higher risk of harm to the child; and

(2) consult with the assigned investigator to provide specialized guidance and resources to assist the investigation.

(b) The division shall employ at least one risk analyst, whose duties include the duty to:

(1) identify facilities, including child-placing agencies, whose compliance histories indicate the potential for a higher risk of harm to children in the care of the facility;

(2) review the monitoring and inspection reports for any facilities described by Subdivision (1) to assess the quality of the investigation or monitoring; and

(3) identify any additional monitoring or enforcement action that may be appropriate to ensure the safety of a child in the care of the facility.

(c) The division must include a performance management unit with duties that include:

(1) conducting quality assurance reviews of randomly selected monitoring and investigative reports to ensure compliance with all relevant laws, rules, and agency policies; and

(2) making recommendations to improve the quality and consistency of monitoring and investigations.

Added by Acts 2007, 80th Leg., R.S., Ch. [1406](#), Sec. 29(a), eff. September 1, 2007.

Sec. 42.0221. COMMITTEE ON LICENSING STANDARDS. (a) The committee on licensing standards is composed of seven members appointed by the governor as follows:

(1) one member who operates a residential child-care facility licensed by the department;

(2) one member who operates a child-placing agency licensed by the department;

(3) one member who operates a licensed child-care facility that provides care for children for less than 24 hours a day;

(4) one member who is a parent, guardian, or custodian of a child who uses a facility licensed by the department;

(5) one member who is an expert in the field of child care and child development; and

(6) two members employed by the department who work with facilities licensed by the department.

(b) Members of the committee serve two-year terms, with the terms of three or four members, as appropriate, expiring February 1 of each year.

(c) The governor shall designate a member of the committee to serve as the presiding officer.

(d) The committee shall meet twice a year at the call of the presiding officer.

(e) The committee shall review and analyze the information provided by the department and committee members and shall make recommendations for policy and statutory changes relating to licensing standards and facility inspections. The review and analysis by the committee shall include the analysis of:

(1) the deaths of children who are in substitute care, including reports and findings of child fatality review teams under Subchapter F, Chapter 264, Family Code;

(2) the types of licensing violations for each weighted risk and region;

(3) the details of administrative reviews and appeals; and

(4) the type of technical assistance provided and the qualifications of those providing technical assistance.

(f) The committee shall report its findings and recommendations to the department and the legislature not later than December 1 of each year.

Added by Acts 2007, 80th Leg., R.S., Ch. [1406](#), Sec. 30, eff. September 1, 2007.

Sec. 42.023. ANNUAL REPORT. (a) The department shall prepare an annual written report regarding the department's activities under this chapter.

(b) The annual report shall include:

(1) a report by regions of applications for licensure or certification, of initial licenses issued,

denied, or revoked, of licenses issued, denied, suspended or revoked, of emergency closures and injunctions, and of the compliance of state-operated agencies, if such agencies exist, with certification requirements;

(2) a summary of the training programs required by the department and their effectiveness;

(3) a summary of training and other professional development opportunities offered to facilities' staffs;

(4) a report of new administrative procedures, of the number of staff and staff changes, and of plans for the coming year; and

(5) a report of trends in licensing violations on a statewide and regional basis and the department's plans to address those trends through the provision of technical assistance.

(c) Copies of the annual report shall be available to any state citizen on request.

Acts 1979, 66th Leg., p. 2360, ch. 842, art. 1, Sec. 1, eff. Sept. 1, 1979. Amended by Acts 1985, 69th Leg., ch. 18, Sec. 2, eff. April 3, 1985; Acts 1995, 74th Leg., ch. 76, Sec. 8.022, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1063, Sec. 6, eff. Sept. 1, 1997.

Amended by:

Acts 2005, 79th Leg., Ch. [268](#), Sec. 1.92, eff. September 1, 2005.

Sec. 42.024. ADMINISTRATIVE PROCEDURE. Chapter 2001, Government Code applies to all procedures under this chapter except where it is contrary to or inconsistent with the provisions of this chapter.

Acts 1979, 66th Leg., p. 2361, ch. 842, art. 1, Sec. 1, eff. Sept. 1, 1979. Amended by Acts 1995, 74th Leg., ch. 76, Sec. 5.95(49), eff. Sept. 1, 1995.

SUBCHAPTER C. REGULATION OF CERTAIN FACILITIES, HOMES, AND  
AGENCIES

Sec. 42.041. REQUIRED LICENSE. (a) No person may operate a child-care facility or child-placing agency without a license issued by the department.

(b) This section does not apply to:

(1) a state-operated facility;

(2) an agency foster home or agency foster group home;

(3) a facility that is operated in connection with a shopping center, business, religious organization, or establishment where children are cared for during short periods while parents or persons responsible for the children are attending religious services, shopping, or engaging in other activities, including retreats or classes for religious instruction, on or near the premises, that does not advertise as a child-care facility or day-care center, and that informs parents that it is not licensed by the state;

(4) a school or class for religious instruction that does not last longer than two weeks and is conducted by a religious organization during the summer months;

(5) a youth camp licensed by the Department of State Health Services;

(6) a facility licensed, operated, certified, or registered by another state agency;

(7) an educational facility that is accredited by the Texas Education Agency, the Southern Association of Colleges and Schools, or an accreditation body that is a member of the Texas Private School Accreditation Commission and that operates primarily for educational purposes for prekindergarten and above, a before-school or after-school program operated directly by an accredited educational facility, or a before-school or after-school program operated by another entity under contract with the

educational facility, if the Texas Education Agency, the Southern Association of Colleges and Schools, or the other accreditation body, as applicable, has approved the curriculum content of the before-school or after-school program operated under the contract;

(8) an educational facility that operates solely for educational purposes for prekindergarten through at least grade two, that does not provide custodial care for more than one hour during the hours before or after the customary school day, and that is a member of an organization that promulgates, publishes, and requires compliance with health, safety, fire, and sanitation standards equal to standards required by state, municipal, and county codes;

(9) a kindergarten or preschool educational program that is operated as part of a public school or a private school accredited by the Texas Education Agency, that offers educational programs through grade six, and that does not provide custodial care during the hours before or after the customary school day;

(10) a family home, whether registered or listed;

(11) an educational facility that is integral to and inseparable from its sponsoring religious organization or an educational facility both of which do not provide custodial care for more than two hours maximum per day, and that offers an educational program in one or more of the following: prekindergarten through at least grade three, elementary grades, or secondary grades;

(12) an emergency shelter facility providing shelter to minor mothers who are the sole support of their natural children under Section 32.201, Family Code, unless the facility would otherwise require a license as a child-care facility under this section;

(13) a juvenile detention facility certified under Section 51.12, Family Code, a juvenile correctional

facility certified under Section 51.125, Family Code, a juvenile facility providing services solely for the Texas Youth Commission, or any other correctional facility for children operated or regulated by another state agency or by a political subdivision of the state;

(14) an elementary-age (ages 5-13) recreation program operated by a municipality provided the governing body of the municipality annually adopts standards of care by ordinance after a public hearing for such programs, that such standards are provided to the parents of each program participant, and that the ordinances shall include, at a minimum, staffing ratios, minimum staff qualifications, minimum facility, health, and safety standards, and mechanisms for monitoring and enforcing the adopted local standards; and further provided that parents be informed that the program is not licensed by the state and the program may not be advertised as a child-care facility;

(15) an annual youth camp held in a municipality with a population of more than 1.5 million that operates for not more than three months and that has been operated for at least 10 years by a nonprofit organization that provides care for the homeless;

(16) a food distribution program that:

(A) serves an evening meal to children two years of age or older; and

(B) is operated by a nonprofit food bank in a nonprofit, religious, or educational facility for not more than two hours a day on regular business days;

(17) a child-care facility that operates for less than three consecutive weeks and less than 40 days in a period of 12 months;

(18) a program:

(A) in which a child receives direct instruction in a single skill, talent, ability, expertise, or proficiency;

(B) that does not provide services or offerings that are not directly related to the single talent, ability, expertise, or proficiency;

(C) that does not advertise or otherwise represent that the program is a child-care facility, day-care center, or licensed before-school or after-school program or that the program offers child-care services;

(D) that informs the parent or guardian:

(i) that the program is not licensed by the state; and

(ii) about the physical risks a child may face while participating in the program; and

(E) that 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;

(19) an elementary-age (ages 5-13) recreation program that:

(A) adopts standards of care, including standards relating to staff ratios, staff training, health, and safety;

(B) provides 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) is organized as a nonprofit organization or is located on the premises of a participant's residence;

(F) does not accept any remuneration other than a nominal annual membership fee;

(G) does not solicit donations as compensation or payment for any good or service provided as part of the program; and

(H) 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;

(20) a living arrangement in a caretaker's home involving one or more children or a sibling group, excluding children who are related to the caretaker, in which the caretaker:

(A) had a prior relationship with the child or sibling group or other family members of the child or sibling group;

(B) does not care for more than one unrelated child or sibling group;

(C) does not receive compensation or solicit donations for the care of the child or sibling group; and

(D) has a written agreement with the parent to care for the child or sibling group;

(21) a living arrangement in a caretaker's home involving one or more children or a sibling group, excluding children who are related to the caretaker, in which:

(A) the department is the managing conservator of the child or sibling group;

(B) the department placed the child or sibling group in the caretaker's home; and

(C) the caretaker had a long-standing and significant relationship with the child or sibling group before the child or sibling group was placed with the caretaker; or

(22) a living arrangement in a caretaker's home involving one or more children or a sibling group, excluding children who are related to the caretaker, in

which the child is in the United States on a time-limited visa under the sponsorship of the caretaker or of a sponsoring organization.

(b-1) Repealed by Acts 2009, 81st Leg., R.S., Ch. 720, Sec. 19(1), eff. September 1, 2009.

(c) A single license that lists addresses and the appropriate facilities may be issued to a general residential operation that operates noncontiguous facilities that are across the street from, in the same city block as, or on the same property as one another and that are demonstrably a single operation as indicated by patterns of staffing, finance, administrative supervision, and programs.

(d) A facility exempt from the provisions of Subsection (a) of this section that desires to receive or participate in federal or state funding shall be required to comply with all other provisions of this chapter and with all regulations promulgated under this chapter.

(e) The exemptions provided by Subsection (b) of this section do not affect the authority of local, regional, or state health department officials, the state fire marshal, or local fire prevention officials to inspect child-care facilities.

Text of subsection as added by Acts 2011, 82nd Leg., R.S.,  
Ch. [343](#), Sec. 1

(f) A child-care facility that is exempt under Subsection (b)(3) from the licensing requirement of Subsection (a) may provide care for each child at the child-care facility for not more than 15 hours a week if the child-care facility:

(1) provides the child care so that a person may attend an educational class provided by a nonprofit entity; and

(2) is located in a county with a population of 800,000 or more that is adjacent to an international border.

Text of subsection as added by Acts 2011, 82nd Leg., R.S.,  
Ch. [1082](#), Sec. 2

(f) Notwithstanding the requirements of Subsection (b)(14), a municipality that operates an elementary-age (ages 5-13) recreation program may, in lieu of an annual public hearing, accept public comment through the municipality's Internet website for at least 30 days before the municipality adopts standards of care by ordinance if the municipality:

- (1) has a population of 300,000 or more; and
- (2) has held at least two annual public hearings on the standards of care and adopted standards of care by ordinance after those public hearings.

Acts 1979, 66th Leg., p. 2361, ch. 842, art. 1, Sec. 1, eff. Sept. 1, 1979. Amended by Acts 1981, 67th Leg., p. 2812, ch. 759, Sec. 2, 3, eff. Aug. 31, 1981; Acts 1987, 70th Leg., ch. 1052, Sec. 4.03, eff. Sept. 1, 1987; Acts 1987, 70th Leg., ch. 1115, Sec. 2, eff. June 19, 1987; Acts 1995, 74th Leg., ch. 262, Sec. 54, eff. Jan. 1, 1996; Acts 1995, 74th Leg., ch. 847, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 165, Sec. 7.46, eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 664, Sec. 3, 4, eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 1063, Sec. 7, eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 1217, Sec. 2, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 218, Sec. 3, eff. Sept. 1, 2001.

Amended by:

Acts 2005, 79th Leg., Ch. [268](#), Sec. 1.93(a), eff. September 1, 2005.

Acts 2007, 80th Leg., R.S., Ch. [263](#), Sec. 25, eff. June 8, 2007.

Acts 2007, 80th Leg., R.S., Ch. [1037](#), Sec. 1, eff. September 1, 2007.

Acts 2007, 80th Leg., R.S., Ch. [1414](#), Sec. 1, eff. September 1, 2007.

Acts 2009, 81st Leg., R.S., Ch. [720](#), Sec. 4, eff. September 1, 2009.

Acts 2009, 81st Leg., R.S., Ch. [720](#), Sec. 5, eff. September 1, 2009.

Acts 2009, 81st Leg., R.S., Ch. [720](#), Sec. 19(1), eff. September 1, 2009.

Acts 2011, 82nd Leg., R.S., Ch. [343](#), Sec. 1, eff. September 1, 2011.

Acts 2011, 82nd Leg., R.S., Ch. [1082](#), Sec. 2, eff. September 1, 2011.

Sec. 42.042. RULES AND STANDARDS. (a) The department shall make rules to carry out the provisions of this chapter.

(b) The department shall conduct a comprehensive review of all rules and standards at least every six years. For purposes of this subsection, the six-year period begins on the latest of the date of:

(1) the conclusion of the review of the rules and standards;

(2) a decision by the department not to revise the rules and standards;

(3) a decision by the board not to revise the rules and standards; or

(4) board action adopting new standards.

(c) The department shall provide a standard procedure for receiving and recording complaints. The executive commissioner shall adopt rules regarding the receipt of anonymous complaints made regarding child-care facilities

and family homes to limit the number of anonymous complaints investigated by the department.

(d) The department shall provide standard forms for applications and inspection reports.

(e) The department shall promulgate minimum standards that apply to licensed child-care facilities and to registered family homes covered by this chapter and that will:

(1) promote the health, safety, and welfare of children attending a facility or registered family home;

(2) promote safe, comfortable, and healthy physical facilities and registered family homes for children;

(3) ensure adequate supervision of children by capable, qualified, and healthy personnel;

(4) ensure adequate and healthy food service where food service is offered;

(5) prohibit racial discrimination by child-care facilities and registered family homes;

(6) require procedures for parental and guardian consultation in the formulation of children's educational and therapeutic programs;

(7) prevent the breakdown of foster care and adoptive placement; and

(8) ensure that a child-care facility or registered family home:

(A) follows the directions of a child's physician or other health care provider in providing specialized medical assistance required by the child; and

(B) maintains for a reasonable time a copy of any directions from the physician or provider that the parent provides to the facility or home.

(e-1) The department may not prohibit possession of lawfully permitted firearms and ammunition in a foster home of any type, including a foster group home, a foster home, an agency foster group home, and an agency foster

home. Minimum standards may be adopted under this section relating to safety and proper storage of firearms and ammunition, including standards requiring firearms and ammunition to be stored separately in locked locations.

(e-2) The department may not prohibit the foster parent of a child who resides in the foster family's home from transporting the child in a vehicle where a handgun is present if the handgun is in the possession and control of the foster parent and the foster parent is licensed to carry the handgun under Subchapter H, Chapter 411, Government Code.

(f) In promulgating minimum standards for the provision of child-care services, the department shall recognize the various categories of services, including services for specialized care, the various categories of children and their particular needs, and the differences in the organization and operation of child-care facilities and general residential operations. Standards for general residential operations must require an intake study before a child is placed in an operation. The intake study may be conducted at a community mental health and mental retardation center.

(g) In promulgating minimum standards the department may recognize and treat differently the types of services provided by the following:

- (1) registered family homes;
- (2) child-care facilities, including general residential operations, foster group homes, foster homes, group day-care homes, and day-care centers;
- (3) child-placing agencies;
- (4) agency foster homes;
- (5) agency foster group homes;
- (6) before-school or after-school programs; and
- (7) school-age programs.

(g-1) In determining and enforcing minimum standards for a school-age program, the department shall consider

commonly accepted training methods for the development of a skill, talent, ability, expertise, or proficiency that are implemented with the consent of the parent or guardian of the participant and that are fundamental to the core purpose of the program.

(g-2) Repealed by Acts 2011, 82nd Leg., R.S., Ch. 1082, Sec. 16(2), eff. September 1, 2012.

(h) The department shall promulgate minimum standards for child-placing agencies.

(h-1) The executive commissioner shall adopt rules governing:

(1) the placement and care of children by a child-placing agency, as necessary to ensure the health and safety of those children;

(2) the verification and monitoring of agency foster homes, agency foster group homes, and adoptive homes by a child-placing agency; and

(3) if appropriate, child-placing agency staffing levels, office locations, and administration.

(i) Before adopting minimum standards, the department shall:

(1) convene a temporary work group to advise the department regarding the proposed standards, composed of at least six members who represent the diverse geographic regions of this state, including:

(A) a department official designated by the commissioner to facilitate the work group's activities;

(B) a person with demonstrated expertise or knowledge regarding the different types and classifications of child-care facilities, homes, agencies, or programs that will be covered by the proposed standards;

(C) a parent with experience related to one of the different types or classifications of child-care facilities, homes, agencies, or programs that will be covered by the proposed standards; and

(D) a representative of a nonprofit entity licensed under this chapter; and

(2) send a copy of the proposed standards to each licensee covered by the proposed standards at least 60 days before the standards take effect to provide the licensee an opportunity to review and to send written suggestions to the department.

(j) The department may waive compliance with a minimum standard in a specific instance if it determines that the economic impact of compliance is sufficiently great to make compliance impractical.

(k) The department may not regulate or attempt to regulate or control the content or method of any instruction or curriculum of a school sponsored by a religious organization.

(l) In promulgating minimum standards for the regulation of family homes that register with the department, the department must address the minimum qualifications, education, and training required of a person who operates a family home registered with the department.

(m) In determining minimum standards relating to staff-to-child ratios, group sizes, or square footage requirements applicable to nonresidential child-care facilities that provide care for less than 24 hours a day, the department shall, within available appropriations, conduct a comprehensive cost-benefit analysis and economic impact study that includes families and licensed child-care providers.

(n) Not later than the 60th day before the date the board adopts a revision to the minimum standards for child-care facilities, the department shall present the revision to the appropriate legislative oversight committees that have jurisdiction over child-care facilities for review and comment.

(p) The department by rule shall prescribe minimum training standards for an employee of a regulated child-care facility, including the time required for completing the training. The department may not require an employee to repeat required training if the employee has completed the training within the time prescribed by department rule. The department's local offices shall make available at the local office locations a copy of the rules regarding minimum training standards, information enabling the owner or operator of a regulated facility to apply for training funds from other agencies to lower facility costs, and any other materials the department may develop to assist the owner or operator or other entity in providing the training.

(q) Each residential child-care facility shall notify the department and the appropriate local law enforcement agency immediately on determining that a child is missing from the facility.

(r) A residential child-care facility that provides emergency services may temporarily exceed the facility's capacity for not more than 48 hours to provide temporary care for a child in an emergency. The facility shall notify the department within 24 hours of the placement that the facility temporarily exceeded the facility's capacity.

Acts 1979, 66th Leg., p. 2362, ch. 842, art. 1, Sec. 1, eff. Sept. 1, 1979. Amended by Acts 1987, 70th Leg., ch. 1052, Sec. 4.04, eff. Sept. 1, 1987; Acts 1995, 74th Leg., ch. 920, Sec. 10, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1022, Sec. 24, eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 1063, Sec. 7, eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 1121, Sec. 1, eff. June 19, 1997; Acts 1997, 75th Leg., ch. 1217, Sec. 3, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 1129, Sec. 1, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 218, Sec. 4, eff. Sept. 1, 2001. Amended by:

Acts 2005, 79th Leg., Ch. [268](#), Sec. 1.94(a), eff. September 1, 2005.

Acts 2005, 79th Leg., Ch. [526](#), Sec. 1, eff. September 1, 2005.

Acts 2007, 80th Leg., R.S., Ch. [366](#), Sec. 1, eff. June 15, 2007.

Acts 2007, 80th Leg., R.S., Ch. [1406](#), Sec. 31, eff. September 1, 2007.

Acts 2009, 81st Leg., R.S., Ch. [720](#), Sec. 6, eff. September 1, 2009.

Acts 2011, 82nd Leg., R.S., Ch. [471](#), Sec. 2, eff. June 17, 2011.

Acts 2011, 82nd Leg., R.S., Ch. [1082](#), Sec. 16(2), eff. September 1, 2012.

Acts 2011, 82nd Leg., R.S., Ch. [1300](#), Sec. 1, eff. June 17, 2011.

Sec. 42.0421. MINIMUM TRAINING STANDARDS. (a) The minimum training standards prescribed by the department under Section 42.042(p) for an employee, director, or operator of a day-care center, group day-care home, or registered family home must include:

(1) 24 hours of initial training that must be completed not later than the 90th day after the employee's first day of employment for an employee of a day-care center who has no previous training or less than two years of employment experience in a regulated child-care facility, eight hours of which must be completed before the employee is given responsibility for a group of children;

(2) 24 hours of annual training for each employee of a day-care center or group day-care home, excluding the director, which must include at least six hours of training in one or more of the following areas:

(A) child growth and development;

(B) guidance and discipline;

- (C) age-appropriate curriculum; and
- (D) teacher-child interaction; and
- (3) 30 hours of annual training for each director of a day-care center or group day-care home, or operator of a registered family home, which must include at least six hours of training in one or more of the following areas:

- (A) child growth and development;
- (B) guidance and discipline;
- (C) age-appropriate curriculum; and
- (D) teacher-child interaction.

(b) The minimum training standards prescribed by the department under Section 42.042(p) must require an employee of a licensed day-care center or group day-care home who provides care for children younger than 24 months of age to receive special training regarding the care of those children. The special training must be included as a component of the initial training required by Subsection (a)(1) and as a one-hour component of the annual training required by Subsections (a)(2) and (a)(3). The special training must include information on:

- (1) recognizing and preventing shaken baby syndrome;
  - (2) preventing sudden infant death syndrome;
- and
- (3) understanding early childhood brain development.

(c) The department by rule shall require an operator of a registered family home who provides care for a child younger than 24 months of age to complete one hour of annual training on:

- (1) recognizing and preventing shaken baby syndrome;
  - (2) preventing sudden infant death syndrome;
- and

(3) understanding early childhood brain development.

(d) Section 42.042(m) does not apply to the minimum training standards required by this section.

(e) In addition to other training required by this section, the department by rule shall require an owner, operator, or employee of a day-care center, group day-care home, registered family home, child-care institution, foster group home, or agency foster group home who transports a child under the care of the facility whose chronological or developmental age is younger than nine years of age to complete at least two hours of annual training on transportation safety.

Text of subsection as added by Acts 2011, 82nd Leg., R.S.,  
Ch. [882](#), Sec. 1

(f) In adopting the minimum training standards under Section 42.042(p), the department may not require more training hours than the number of hours prescribed by Subsection (a) for a day-care center, group day-care home, or a registered family home.

Text of subsection as added by Acts 2011, 82nd Leg., R.S.,  
Ch. [82](#), Sec. 1

(f) The training required by this section must be appropriately targeted and relevant to the age of the children who will receive care from the individual receiving training and must be provided by a person who:

(1) is a training provider registered with the Texas Early Care and Education Career Development System's Texas Trainer Registry that is maintained by the Texas Head Start State Collaboration Office;

(2) is an instructor at a public or private secondary school or at a public or private institution of higher education, as defined by Section 61.801, Education Code, who teaches early childhood development or another relevant course, as determined by rules adopted by the commissioner of education and the commissioner of higher education;

(3) is an employee of a state agency with relevant expertise;

(4) is a physician, psychologist, licensed professional counselor, social worker, or registered nurse;

(5) holds a generally recognized credential or possesses documented knowledge relevant to the training the person will provide;

(6) is a registered family home care provider or director of a day-care center or group day-care home in good standing with the department, if applicable, and who:

(A) has demonstrated core knowledge in child development and caregiving; and

(B) is only providing training at the home or center in which the provider or director and the person receiving training are employed; or

(7) has at least two years of experience working in child development, a child development program, early childhood education, a childhood education program, or a Head Start or Early Head Start program and:

(A) has been awarded a Child Development Associate (CDA) credential; or

(B) holds at least an associate's degree in child development, early childhood education, or a related field.

Text of subsection as added by Acts 2011, 82nd Leg., R.S.,  
Ch. [882](#), Sec. 1

(g) The executive commissioner by rule shall adopt minimum training standards for before-school or after-school and school-age programs as required by Section 42.042(p). In adopting minimum training standards for before-school or after-school and school-age programs under this subsection, the executive commissioner may not require more initial or annual training hours than the number of hours required by Subsection (a) immediately before September 1, 2011.

Text of subsection as added by Acts 2011, 82nd Leg., R.S.,  
Ch. [82](#), Sec. 1

(g) A person described by Subsection (f)(6) may provide training under this section only if the department has not taken an action under Section 42.071, 42.072, or 42.078, other than an evaluation, against the license, listing, or registration of the person or the home or center for which the person is a provider or director during the two-year period preceding the date on which the person provides the training.

Added by Acts 1999, 76th Leg., ch. 1211, Sec. 1, eff. Jan. 1, 2000. Amended by Acts 2001, 77th Leg., ch. 169, Sec. 1, eff. Sept. 1, 2001.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. [748](#), Sec. 2, eff. September 1, 2009.

Acts 2011, 82nd Leg., R.S., Ch. [82](#), Sec. 1, eff. January 1, 2012.

Acts 2011, 82nd Leg., R.S., Ch. [882](#), Sec. 1, eff. September 1, 2011.

Sec. 42.0422. RESTRAINT AND SECLUSION. A person providing services to a resident of a general residential

operation, including a state-operated facility that is a residential treatment center or a general residential operation serving children with mental retardation, shall comply with Chapter 322, Health and Safety Code, and the rules adopted under that chapter.

Added by Acts 2005, 79th Leg., Ch. [698](#), Sec. 7, eff. September 1, 2005.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. [720](#), Sec. 7, eff. September 1, 2009.

Sec. 42.0423. CHILDREN'S PRODUCT SAFETY FOR CERTAIN NONRESIDENTIAL CHILD-CARE FACILITIES. (a) This section applies only to a licensed day-care center, licensed group day-care home, or registered family home.

(b) A children's product is presumed to be unsafe for purposes of this section if it has been recalled for any reason by the United States Consumer Product Safety Commission and the recall has not been rescinded.

(c) A children's product that has been recalled for any reason by the United States Consumer Product Safety Commission is not presumed to be unsafe if the product has been remanufactured or retrofitted so that the product is safe.

(d) The department shall include on its public Internet website a link to the United States Consumer Product Safety Commission's Internet website.

(e) A child-care facility subject to this section may not use an unsafe children's product or have an unsafe children's product on the premises of the child-care facility unless:

(1) the product is an antique or collectible children's product and is not used by, or accessible to, any child in the child-care facility; or

(2) the unsafe children's product is being retrofitted to make it safe and the product is not used by, or accessible to, any child in the child-care facility.

(f) The department shall notify a child-care facility subject to this section of the provisions of this section in plain, nontechnical language that will enable the child-care facility to effectively inspect the children's products at the facility and identify unsafe children's products. The department shall provide the notice required by this subsection:

(1) during the department's pre-application interview for a license, registration, or certification; and

(2) during an inspection.

(g) At least annually, each child-care facility subject to this section shall certify in writing that the facility has reviewed each of the bulletins and notices issued by the United States Consumer Product Safety Commission regarding unsafe children's products and that there are no unsafe products in the facility except products described by Subsection (e). The facility shall retain the certification form completed by each facility in the facility's licensing file.

(h) The executive commissioner of the Health and Human Services Commission shall adopt rules and forms necessary to implement this section.

Added by Acts 2009, 81st Leg., R.S., Ch. [46](#), Sec. 2, eff. September 1, 2009.

Sec. 42.0425. ASSESSMENT SERVICES. (a) The department by rule shall regulate assessment services provided by child-care facilities or child-placing agencies. A child-care facility or child-placing agency may not provide assessment services unless specifically authorized by the department.

(b) The department by rule shall establish minimum standards for assessment services. The standards must provide that consideration is given to the individual needs of a child, the appropriate place for provision of services, and the factors listed in Section 42.042(e).

(c) In this section, "assessment services" means the determination of the placement needs of a child who requires substitute care.

Added by Acts 1997, 75th Leg., ch. 1022, Sec. 25, eff. Sept. 1, 1997.

Sec. 42.0426. TRAINING OF PERSONNEL. (a) A licensed facility shall provide training for staff members in:

(1) the recognition of symptoms of child abuse, neglect, and sexual molestation and the responsibility and procedure of reporting suspected occurrences of child abuse, neglect, and sexual molestation to the department or other appropriate entity;

(2) the application of first aid; and

(3) the prevention and spread of communicable diseases.

(b) A residential child-care facility shall implement a behavior intervention program approved by the department for the benefit of a child served by the facility who needs assistance in managing the child's conduct. The program must include:

(1) behavior intervention instruction for staff members who work directly with children served by the facility; and

(2) training for all employees regarding the risks associated with the use of prone restraints.

(c) Not later than the seventh day after the date an employee begins employment at a day-care center, group day-care home, or registered family home, the employee must complete an orientation to the facility.

Added by Acts 1997, 75th Leg., ch. 1022, Sec. 25, eff.  
Sept. 1, 1997.

Amended by:

Acts 2005, 79th Leg., Ch. [268](#), Sec. 1.95, eff.  
September 1, 2005.

Acts 2011, 82nd Leg., R.S., Ch. [882](#), Sec. 2, eff.  
September 1, 2011.

Sec. 42.04261. OTHER TRAINING OF PERSONNEL: CHILD-  
PLACING AGENCIES AND DAY-CARE CENTERS.

(a) Notwithstanding Section 42.0426(a)(1), a child-placing agency or day-care center shall provide training for staff members in prevention techniques for and the recognition of symptoms of sexual abuse and other maltreatment of children and the responsibility and procedure of reporting suspected occurrences of sexual abuse and other maltreatment of children to the department or other appropriate entity.

(b) The type of training required under Subsection (a) shall be determined by department rule. The training must be provided for at least an hour annually and must include training concerning:

(1) factors indicating a child is at risk for sexual abuse or other maltreatment;

(2) likely warning signs indicating a child may be a victim of sexual abuse or other maltreatment;

(3) internal procedures for reporting sexual abuse or other maltreatment; and

(4) community organizations that have existing training programs that are able to provide training or other education for child-placing agency or day-care center staff members, children, and parents.

(c) If a child-placing agency or day-care center determines that it does not have sufficient resources to provide the training required under this section, the agency or center may contact a department licensing

employee to obtain information concerning community organizations that will provide such training at no cost to the agency or center.

Added by Acts 2011, 82nd Leg., R.S., Ch. [1323](#), Sec. 4, eff. June 17, 2011.

Sec. 42.0427. PARENTAL VISITATION. All areas of a licensed facility must be accessible to a parent of a child who is receiving care at the facility if the parent visits the child during the facility's hours of operation.

Added by Acts 1997, 75th Leg., ch. 1022, Sec. 25, eff. Sept. 1, 1997.

Sec. 42.0428. POLICIES ADDRESSING SEXUAL ABUSE AND OTHER MALTREATMENT OF CHILDREN. (a) Each child-placing agency or day-care center shall adopt and implement a policy addressing sexual abuse and other maltreatment of children.

(b) A policy required by this section must address:

(1) methods for increasing child-placing agency and day-care center staff and parent awareness of issues regarding and prevention techniques for sexual abuse and other maltreatment of children, including knowledge of likely warning signs indicating that a child may be a victim of sexual abuse or other maltreatment; and

(2) actions that, after contacting an agency or center, the parent of a child who is a victim of sexual abuse or other maltreatment should take to obtain assistance and intervention.

(c) The methods under Subsection (b)(1) for increasing awareness of issues regarding and prevention techniques for sexual abuse and other maltreatment of children must include:

(1) the training required under Section 42.04261; and

(2) strategies for coordination between the child-placing agency or day-care center and appropriate community organizations.

Added by Acts 2011, 82nd Leg., R.S., Ch. [1323](#), Sec. 5, eff. June 17, 2011.

Sec. 42.043. RULES FOR IMMUNIZATIONS. (a) The department shall make rules for the immunization of children in facilities regulated under this chapter.

(b) The department shall require that each child at an appropriate age have a test for tuberculosis and be immunized against diphtheria, tetanus, poliomyelitis, mumps, rubella, rubeola, invasive pneumococcal disease, and hepatitis A and against any other communicable disease as recommended by the Department of State Health Services. The immunization must be effective on the date of first entry into the facility. However, a child may be provisionally admitted if the required immunizations have begun and are completed as rapidly as medically feasible.

(c) The Texas Department of Health shall make rules for the provisional admission of children to facilities regulated under this chapter and may modify or delete any of the immunizations listed in Subsection (b) of this section or require additional immunizations as a requirement for admission to a facility.

(d) No immunization may be required for admission to a facility regulated under this chapter if a person applying for a child's admission submits one of the following affidavits:

(1) an affidavit signed by a licensed physician stating that the immunization poses a significant risk to the health and well-being of the child or a member of the child's family or household; or

(2) an affidavit signed by the child's parent or guardian stating that the applicant declines immunization for reasons of conscience, including a religious belief.

(d-1) An affidavit submitted under Section (d)(2) must be on a form described by Section 161.0041, Health and Safety Code, and must be submitted not later than the 90th day after the date the affidavit is notarized.

(e) Each regulated facility shall keep an individual immunization record for each child admitted, and the records shall be open for inspection by the department at all reasonable times.

(f) The Texas Department of Health shall provide the immunizations required by this section to children in areas where there is no local provision of these services.

Acts 1979, 66th Leg., p. 2362, ch. 842, art. 1, Sec. 1, eff. Sept. 1, 1979. Amended by Acts 1993, 73rd Leg., ch. 43, Sec. 5, eff. Sept. 1, 1993; Acts 1997, 75th Leg., ch. 1063, Sec. 7, eff. Sept. 1, 1997; Acts 2003, 78th Leg., ch. 198, Sec. 2.164, eff. Sept. 1, 2003.

Amended by:

Acts 2005, 79th Leg., Ch. [563](#), Sec. 1, eff. September 1, 2005.

Sec. 42.0431. ENFORCEMENT OF SCREENING REQUIREMENTS RELATING TO VISION, HEARING, AND OTHER SPECIAL SENSES AND COMMUNICATION DISORDERS. (a) The department, after consultation with the Texas Department of Health, shall adopt rules necessary to ensure that children receiving care at a day-care center or group day-care home licensed under this chapter are screened for vision, hearing, and any other special senses or communication disorders in compliance with rules adopted by the Texas Board of Health under Section 36.004, Health and Safety Code.

(b) Each day-care center or group day-care home licensed under this chapter shall maintain individual

screening records for children attending the facility who are required to be screened, and the department may inspect those records at any reasonable time. The department shall coordinate the monitoring inspections in compliance with protocol agreements adopted between the department and the Texas Department of Health pursuant to Section 42.0442.

(c) Repealed by Acts 2009, 81st Leg., R.S., Ch. 720, Sec. 19(2), eff. September 1, 2009.

Added by Acts 1999, 76th Leg., ch. 712, Sec. 1, eff. June 18, 1999.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. [720](#), Sec. 19(2), eff. September 1, 2009.

Sec. 42.044. INSPECTIONS. (a) An authorized representative of the department may visit a facility regulated under this chapter or a registered family home during operating hours to investigate, inspect, and evaluate.

(b) The department shall inspect all licensed or certified facilities at least once a year and may inspect other facilities or registered family homes as necessary. At least one of the annual visits must be unannounced and all may be unannounced.

(b-1) At least one of the unannounced, annual inspections of a residential child-care facility must be conducted by a team of at least two residential child-care monitoring staff, and, if feasible, members of the inspection team must be from different residential child-care monitoring units.

(b-2) Except as otherwise provided by this subsection, during an unannounced annual inspection of a day-care center, the department shall meet with the director designated by the day-care center as having daily, on-site responsibility for the operation of the day-care

center to assess whether the director meets the qualifications of a director specified by this chapter and department rules. If the director is not present during the unannounced annual inspection, the department shall schedule a subsequent meeting with the director for that purpose and shall conduct that meeting at the day-care center.

(c) The department must investigate a facility regulated under this chapter or a registered family home when a complaint is received. The representative of the department must notify the operator of a registered family home or the director or authorized representative of a regulated facility when a complaint is being investigated and report in writing the results of the investigation to the family home's operator or to the regulated facility's director or the director's authorized representative.

(c-1) The department:

(1) shall investigate a listed family home if the department receives a complaint that:

(A) a child in the home has been abused or neglected, as defined by Section 261.401, Family Code; or

(B) otherwise alleges an immediate risk of danger to the health or safety of a child being cared for in the home; and

(2) may investigate a listed family home to ensure that the home is providing care for compensation to not more than three children, excluding children who are related to the caretaker.

(c-2) The department must notify the operator of a listed family home when a complaint is being investigated under this section and report in writing the results of the investigation to the family home's operator.

(d) The department may call on political subdivisions and governmental agencies for assistance within their authorized fields.

(e) In addition to the department's responsibility to investigate an agency foster home or agency foster group home under Subsection (c), the department shall:

(1) periodically conduct inspections of a random sample of agency foster homes and agency foster group homes;

(2) investigate any report of a serious incident in an agency foster home or agency foster group home that pertains to a child under the age of six;

(3) investigate any alleged violation of a minimum standard by an agency foster home or agency foster group home that poses a high degree of risk to a child in the care of the home who is under the age of six; and

(4) conduct at least one annual enforcement team conference for each child-placing agency to thoroughly review the investigations or inspections of the child-placing agency and all of its agency homes to monitor and enforce compliance by a child-placing agency with rules and standards established under Section 42.042.

(f) The department shall use an inspection checklist that includes a list of all required items for inspection in conducting a monitoring inspection under this section.

Acts 1979, 66th Leg., p. 2363, ch. 842, art. 1, Sec. 1, eff. Sept. 1, 1979. Amended by Acts 1997, 75th Leg., ch. 1063, Sec. 7, eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 1022, Sec. 27, eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 1217, Sec. 4, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 218, Sec. 5, eff. Sept. 1, 2001.

Amended by:

Acts 2005, 79th Leg., Ch. [268](#), Sec. 1.96, eff. September 1, 2005.

Acts 2007, 80th Leg., R.S., Ch. [1406](#), Sec. 32(a), eff. September 1, 2007.

Acts 2009, 81st Leg., R.S., Ch. [720](#), Sec. 8, eff. September 1, 2009.

Acts 2011, 82nd Leg., R.S., Ch. [1082](#), Sec. 3, eff. September 1, 2011.

Sec. 42.0441. INSPECTION RESULTS FOR CERTAIN NONRESIDENTIAL CHILD-CARE FACILITIES. Immediately after completing a monitoring inspection of a licensed day-care center, licensed group day-care home, or registered family home under Section 42.044, the authorized representative of the department shall review the results of the monitoring inspection with a representative of the facility and give the facility an opportunity to respond to the inspection results.

Added by Acts 1997, 75th Leg., ch. 253, Sec. 1, eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 1022, Sec. 28, eff. Sept. 1, 1997.

Amended by:

Acts 2005, 79th Leg., Ch. [268](#), Sec. 1.97, eff. September 1, 2005.

Sec. 42.04411. INSPECTION RESULTS AND EXIT CONFERENCE FOR RESIDENTIAL CHILD-CARE FACILITIES. (a) On completion of an inspection of a residential child-care facility under Section 42.044, the inspector shall hold an exit conference with a representative of the inspected facility. The inspector shall provide to the representative a copy of the inspection checklist used by the inspector.

(b) The inspector shall provide the representative an opportunity to communicate regarding potential violations.

Added by Acts 2005, 79th Leg., Ch. [268](#), Sec. 1.98, eff. September 1, 2005.

Sec. 42.04412. INTERFERENCE WITH INSPECTION; COURT ORDER. (a) A person may not interfere with an

investigation or inspection of a facility or family home conducted by the department under this chapter.

(b) During an investigation or inspection of a facility or family home under this chapter, the facility or family home shall cooperate with the department and allow the department to:

(1) access the records of the facility or family home;

(2) access any part of the premises of the facility or family home; and

(3) interview any child, employee, or other person who is present at the facility or family home and who may have information relevant to the investigation or inspection.

(c) If access to the records or premises of the facility or family home cannot be obtained, a district court in Travis County or in the county in which the facility or family home is located, for good cause shown and without prior notice or a hearing, shall issue an order granting the department access to the records or premises in order to conduct the inspection, investigation, or interview.

(d) To assist the department in investigating whether a person is operating a facility or family home without a required license, certification, registration, or listing, a district court in Travis County or in the county in which the suspected facility or family home is located may, for good cause shown and without prior notice or a hearing, issue an order allowing the department to enter the suspected facility or family home at a time when the department's evidence shows that the suspected facility or family home may be providing child care subject to regulation under this chapter.

Added by Acts 2009, 81st Leg., R.S., Ch. [720](#), Sec. 9, eff. September 1, 2009.

Sec. 42.0442. COORDINATION OF INSPECTIONS;  
ELIMINATION OF DUPLICATIVE INSPECTIONS. (a) The  
department shall coordinate monitoring inspections of  
licensed day-care centers, licensed group day-care homes,  
and registered family homes performed by another state  
agency to eliminate redundant inspections.

(b) The department shall form an interagency task  
force with the Texas Department of Health, the Texas  
Department of Human Services, and the Texas Workforce  
Commission to develop an inspection protocol that will  
coordinate inspections by those agencies. The protocol  
must assign the required items for inspection by each  
agency and facilitate the sharing of inspection data and  
compliance history.

(c) The interagency task force shall establish an  
inspection checklist based on the inspection protocol  
developed under Subsection (b). Each state agency that  
inspects a facility listed in Subsection (a) shall use the  
inspection checklist in performing an inspection. A state  
agency shall make a copy of the completed inspection  
checklist available to the facility at the facility's  
request to assist the facility in maintaining records.

(d) The department shall provide to facilities listed  
in Subsection (a) information regarding inspections,  
including who may inspect a facility and the purpose of  
each type of inspection.

Added by Acts 1997, 75th Leg., ch. 253, Sec. 1, eff. Sept.  
1, 1997; Acts 1997, 75th Leg., ch. 1022, Sec. 28, eff.  
Sept. 1, 1997. Amended by Acts 2001, 77th Leg., ch. 169,  
Sec. 2, eff. Sept. 1, 2001.

Text of section as added by Acts 1997, 75th Leg., ch. 253,  
Sec. 1

Sec. 42.0443. INSPECTION INFORMATION DATABASE. (a) If feasible using available information systems, the department shall establish a computerized database containing relevant inspection information on licensed day-care centers, licensed group day-care homes, and registered family homes from other state agencies and political subdivisions of the state.

(b) The department shall make the data collected by the department available to another state agency or political subdivision of the state for the purpose of administering programs or enforcing laws within the jurisdiction of that agency or subdivision. If feasible using available information systems, the department shall make the data directly available to the Texas Department of Health, the Texas Department of Human Services, and the Texas Workforce Commission through electronic information systems. The department, the Texas Department of Health, the Texas Department of Human Services, and the Texas Workforce Commission shall jointly plan the development of child-care inspection databases that, to the extent feasible, are similar in their design and architecture to promote the sharing of data.

(c) The department may provide inspection data on licensed day-care centers, licensed group day-care homes, or registered family homes to the public if the department determines that providing inspection data enhances consumer choice with respect to those facilities.

Added by Acts 1997, 75th Leg., ch. 253, Sec. 1, eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 1022, Sec. 28, eff. Sept. 1, 1997.

Text of section as added by Acts 2003, 78th Leg., ch. 709, Sec. 1.

Sec. 42.0443. COORDINATION OF FIRE SAFETY AND SANITATION INSPECTIONS. (a) The department may not inspect a licensed day-care center, licensed group day-care home, or registered family home for compliance with the department's fire safety or sanitation standards if the facility, at the time of the department's inspection, provides the department with documentation relating to a current fire safety or sanitation inspection, as applicable, performed by a political subdivision of this state that indicates that the facility is in compliance with the applicable standards of the political subdivision.

(b) If the documentation provided under Subsection (a) indicates that the facility was required to take corrective action or that the political subdivision imposed a restriction or condition on the facility, the department shall determine whether the facility took the required corrective action or complied with the restriction or condition.

(c) The department may inspect a facility subject to this section for compliance with the department's fire safety or sanitation standards if:

(1) the facility does not provide the documentation described by Subsection (a); or

(2) the department determines that the facility did not take a corrective action or comply with a restriction or condition described by Subsection (b).

(d) Notwithstanding any other provision of this section, the department shall report to the appropriate political subdivision any violation of fire safety or sanitation standards observed by the department at a facility subject to this section.

(e) The department shall adopt rules necessary to implement this section.

Added by Acts 2003, 78th Leg., ch. 709, Sec. 1, eff. Sept. 1, 2003.

Sec. 42.04431. ENFORCEMENT OF STATE LAW BY COUNTY OR MUNICIPALITY. (a) A municipality or a county may enforce state law and rules adopted under state law concerning fire safety standards at a licensed group day-care home or a registered family home.

(b) A municipality or county shall report to the department any violation of fire safety standards observed by the municipality or county at a licensed group day-care home or registered family home.

Added by Acts 2011, 82nd Leg., R.S., Ch. [354](#), Sec. 1, eff. September 1, 2011.

Sec. 42.0445. REQUIRED BACKGROUND SEARCH OF CENTRAL REGISTRY OF REPORTED CASES OF CHILD ABUSE OR NEGLECT. (a) Before the department issues a license, listing, registration, or certification under this subchapter, the department shall search the central registry of reported cases of child abuse or neglect established under Section 261.002, Family Code, to determine whether the applicant or the owner or an employee of the facility or family home is listed in the registry as a person who abused or neglected a child.

(b) The department may adopt rules to implement this section.

Added by Acts 1997, 75th Leg., ch. 1022, Sec. 29, eff. Sept. 1, 1997.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. [1406](#), Sec. 33, eff. September 1, 2007.

Sec. 42.0446. REMOVAL OF CERTAIN INVESTIGATION INFORMATION FROM INTERNET WEBSITE. The executive

commissioner shall adopt rules providing a procedure by which the department removes from the department's Internet website information with respect to a child-care facility or registered family home that relates to an anonymous complaint alleging that the facility or family home failed to comply with the department's minimum standards if, at the conclusion of an investigation, the department determines that the complaint is false or lacks factual foundation.

Added by Acts 2005, 79th Leg., Ch. [526](#), Sec. 2, eff. September 1, 2005.

Sec. 42.0447. FALSE REPORT; CRIMINAL PENALTY. (a) A person commits an offense if the person knowingly or intentionally files a complaint alleging that a child-care facility or registered family home failed to comply with the department's minimum standards and the person knows the allegation is false or lacks factual foundation.

(b) An offense under this section is a Class A misdemeanor unless it is shown on the trial of the offense that the person has previously been convicted under this section, in which case the offense is a state jail felony.

Added by Acts 2005, 79th Leg., Ch. [526](#), Sec. 2, eff. September 1, 2005.

Sec. 42.0448. NOTIFICATION OF FAMILY VIOLENCE CALLS. The department shall notify a child-placing agency of each family violence report the department receives under Article 5.05, Code of Criminal Procedure, that:

(1) occurred at an agency foster home verified by the child-placing agency; or

(2) involves a person who resides at an agency foster home verified by the child-placing agency.

Added by Acts 2007, 80th Leg., R.S., Ch. [524](#), Sec. 4, eff. June 16, 2007.

Sec. 42.0449. REQUIRED ACTIONS AFTER NOTICE OF FAMILY VIOLENCE CALL. The executive commissioner shall adopt rules specifying the actions that the department, an independent foster home, and a child-placing agency shall take after receiving notice of a family violence report under Article 5.05, Code of Criminal Procedure, or Section 42.0448 to ensure the health, safety, and welfare of each child residing in the licensed foster home or verified agency foster home.

Added by Acts 2007, 80th Leg., R.S., Ch. [524](#), Sec. 4, eff. June 16, 2007.

Sec. 42.045. RECORDS. (a) A person who operates a licensed or certified facility shall maintain individual child development records, individual health records, statistical records, and complete financial records.

(b) A person who provides adoption services under a license to operate a child-placing agency shall furnish information required by the department to determine whether adoption related income and disbursements are reasonable, appropriate, and in compliance with the department's minimum standards.

(c) If a child-placing agency terminates operation as a child-placing agency, it shall, after giving notice to the department, transfer its files and records concerning adopted children, their biological families, and their adoptive families to the Bureau of Vital Statistics or, after giving notice to the Bureau of Vital Statistics, to a facility licensed by the department to place children for adoption.

(d) An independent foster home and a child-placing agency shall notify the department of any change of address for a licensed foster home or a verified agency foster home. The independent foster home and child-placing agency shall notify the department of the address change within the earlier of two business days or 72 hours of the date the foster home changes its address.

Acts 1979, 66th Leg., p. 2363, ch. 842, art. 1, Sec. 1, eff. Sept. 1, 1979. Amended by Acts 1983, 68th Leg., p. 1782, ch. 342, Sec. 2, eff. Jan. 1, 1984; Acts 1989, 71st Leg., ch. 707, Sec. 1, eff. Sept. 1, 1989; Acts 1997, 75th Leg., ch. 1063, Sec. 7, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 1129, Sec. 2, eff. Sept. 1, 1999.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. [524](#), Sec. 5, eff. June 16, 2007.

Sec. 42.0451. DATABASE OF FOSTER HOMES; INFORMATION PROVIDED TO DEPARTMENT OF PUBLIC SAFETY. (a) The department shall maintain a database of licensed foster homes and verified agency foster homes including the current address for each licensed or verified home as reported to the department. The database must be updated on a regular basis.

(b) The department shall make the database available to the Department of Public Safety for the purposes of Subsection (c).

(c) The Department of Public Safety shall include the information provided under Subsection (b) in the Texas Crime Information Center database and establish a procedure by which a peace officer or employee of a law enforcement agency who provides the department with a street address is automatically provided information as to whether the address is licensed as a foster home or verified as an agency foster home under this chapter.

(d) Information provided to the Department of Public Safety under this section is confidential and not subject to disclosure under Chapter 552, Government Code.

Added by Acts 2007, 80th Leg., R.S., Ch. [524](#), Sec. 6, eff. June 16, 2007.

Sec. 42.0452. FOSTER PARENT RIGHTS AND RESPONSIBILITIES STATEMENT. (a) The department shall develop a statement that lists the rights and responsibilities of a foster parent in a foster home or an agency foster home and of the department or a child-placing agency, as applicable.

(b) The department shall provide a written copy of the statement developed under Subsection (a) to each foster parent in a foster home and to each child-placing agency licensed by the department. A child-placing agency shall provide a written copy of the statement developed under Subsection (a) to each foster parent in an agency foster home verified by the child-placing agency.

Added by Acts 2009, 81st Leg., R.S., Ch. [939](#), Sec. 1, eff. June 19, 2009.

Sec. 42.046. APPLICATION FOR LICENSE, LISTING, OR REGISTRATION. (a) An applicant for a license to operate a child-care facility or child-placing agency or for a listing or registration to operate a family home shall submit to the department the appropriate fee prescribed by Section 42.054 and a completed application on a form provided by the department.

(b) The department shall supply the applicant the application form and a copy of the appropriate minimum standards, if applicable.

(c) After receiving an application, the department shall investigate the applicant and the plan of care for children, if applicable.

(d) The department shall complete the investigation and decide on an application within two months after the date the department receives a completed application.

(e) The department may deny an application under this section if the applicant:

(1) has a residential child-care facility license revoked in another state; or

(2) is barred from operating a residential child-care facility in another state.

Acts 1979, 66th Leg., p. 2363, ch. 842, art. 1, Sec. 1, eff. Sept. 1, 1979. Amended by Acts 1985, 69th Leg., ch. 212, Sec. 1, eff. Sept. 1, 1985; Acts 1985, 69th Leg., ch. 239, Sec. 4, eff. Sept. 1, 1985; Acts 1997, 75th Leg., ch. 1022, Sec. 30, eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 1063, Sec. 7, eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 1217, Sec. 5, eff. Sept. 1, 1997.

Amended by:

Acts 2005, 79th Leg., Ch. [268](#), Sec. 1.99, eff. September 1, 2005.

Sec. 42.0461. PUBLIC NOTICE AND HEARING IN CERTAIN COUNTIES: RESIDENTIAL CHILD CARE. (a) Before the department may issue a license or certificate for the operation or the expansion of the capacity of a foster group home or foster family home that is located in a county with a population of less than 300,000 and that provides child care for 24 hours a day at a location other than the actual residence of a child's primary caretaker or of a general residential operation, the applicant for the license, certificate, or expansion shall, at the applicant's expense:

(1) conduct a public hearing on the application in accordance with department rules after notifying the department of the date, time, and location of the hearing; and

(2) publish notice of the application in a newspaper of general circulation in the community in which the child-care services are proposed to be provided.

(b) The notice required by Subsection (a)(2) must be published at least 10 days before the date of the public hearing required by Subsection (a)(1) and must include:

(1) the name and address of the applicant;

(2) the address at which the child-care services are proposed to be provided;

(3) the date, time, and location of the public hearing;

(4) the name, address, and telephone number of the department as the licensing authority; and

(5) a statement informing the public that a person may submit written comments to the department concerning the application instead of or in addition to appearing at the public hearing.

(c) The department shall require a representative of the department to attend the public hearing in an official capacity for the purpose of receiving public comments on the application.

(d) Before issuing a license or certificate described by Subsection (a), the department shall consider:

(1) the amount of local resources available to support children proposed to be served by the applicant;

(2) the impact of the proposed child-care services on the ratio in the local school district of students enrolled in a special education program to students enrolled in a regular education program and the effect, if any, on the children proposed to be served by the applicant; and

(3) the impact of the proposed child-care services on the community and the effect on opportunities for social interaction for the children proposed to be served by the applicant.

(e) The department may deny the application if the department determines that:

(1) the community has insufficient resources to support children proposed to be served by the applicant;

(2) granting the application would significantly increase the ratio in the local school district of students enrolled in a special education program to students enrolled in a regular education program and the increase would adversely affect the children proposed to be served by the applicant; or

(3) granting the application would have a significant adverse impact on the community and would limit opportunities for social interaction for the children proposed to be served by the applicant.

(f) A child-placing agency that proposes to verify an agency foster home or agency foster group home that is located in a county with a population of less than 300,000 that provides child care for 24 hours a day at a location other than the actual residence of a child's primary caretaker shall:

(1) comply with the notice and hearing requirements imposed by Subsections (a) and (b); and

(2) after conducting the required public hearing, provide the department with information relating to the considerations specified in Subsection (d).

(g) The department may prohibit the child-placing agency from verifying the proposed agency foster home or agency foster group home on the same grounds that the department may deny an application under Subsection (e). The department may invalidate the verification of an agency foster home or agency foster group home that was not

verified using the procedures required by Subsection (f) on or after September 1, 1997.

Added by Acts 1997, 75th Leg., ch. 1022, Sec. 31, eff. Sept. 1, 1997.

Amended by:

Acts 2005, 79th Leg., Ch. [268](#), Sec. 1.100, eff. September 1, 2005.

Acts 2007, 80th Leg., R.S., Ch. [1406](#), Sec. 34, eff. September 1, 2007.

Acts 2009, 81st Leg., R.S., Ch. [720](#), Sec. 10, eff. September 1, 2009.

Sec. 42.047. CONSULTATIONS. (a) The department shall offer consultation to potential applicants, applicants, and license, listing, registration, and certification holders about meeting and maintaining standards for licensing, listing, registration, and certification and achieving programs of excellence in child care.

(b) The department shall offer consultation to prospective and actual users of facilities or homes.

Acts 1979, 66th Leg., p. 2364, ch. 842, art. 1, Sec. 1, eff. Sept. 1, 1979. Amended by Acts 1997, 75th Leg., ch. 1063, Sec. 7, eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 1217, Sec. 6, eff. Sept. 1, 1997.

Sec. 42.048. LICENSING. (a) The department shall issue a license after determining that an applicant has satisfied all requirements.

(b) When issuing a license, the department may impose restrictions on a facility, including but not limited to the number of children to be served and the type of children to be served.

(c) The department may grant a variance of an individual standard set forth in the applicable standards for good and just cause.

(d) A license holder must display a license issued under this chapter in a prominent place at the facility.

(e) A license issued under this chapter is not transferable and applies only to the operator and facility location stated in the license application. Except as provided by this subsection, a change in location or ownership automatically revokes a license. A change in location of a child-placing agency does not automatically revoke the license to operate the child-placing agency.

(f) A license must be issued if the department determines that a facility meets all requirements. The evaluation shall be based on one or more visits to the facility and a review of required forms and records. A license is valid until revoked or surrendered.

Acts 1979, 66th Leg., p. 2364, ch. 842, art. 1, Sec. 1, eff. Sept. 1, 1979. Amended by Acts 1987, 70th Leg., ch. 1081, Sec. 1, eff. Sept. 1, 1987. Renumbered from Human Resources Code Sec. 42.049 and amended by Acts 1997, 75th Leg., ch. 1063, Sec. 7, eff. Sept. 1, 1997.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. [1406](#), Sec. 35, eff. September 1, 2007.

Sec. 42.049. LIABILITY INSURANCE REQUIRED. (a) A license holder shall maintain liability insurance coverage in the amount of \$300,000 for each occurrence of negligence. An insurance policy or contract required under this section must cover injury to a child that occurs while the child is on the premises of the license holder or in the care of the license holder.

(b) A license holder shall file with the department a certificate or other evidence from an insurance company

showing that the license holder has an unexpired and uncanceled insurance policy or contract that meets the requirements of this section.

(c) Should the license holder for financial reasons or for lack of availability of an underwriter willing to issue a policy be unable to secure the insurance required under Subsection (a) or should the policy limits be exhausted, the license holder shall notify the parent or a person standing in parental relationship to each child for whom the license holder provides care a written notice that the liability coverage is not provided and there will not be a ground for suspension or revocation of the license holder's license under this chapter. The license holder shall also notify the department that the coverage is not provided and provide the reason for same. In no case shall the inability to secure coverage serve to indemnify the license holder for damages due to negligence.

(d) The insurance policy or contract shall be maintained at all times in an amount as required by this section. Failure by a license holder to renew the policy or contract or to maintain the policy or contract in the required amount is a ground for suspension or revocation of the license holder's license under this chapter.

(e) This section does not apply to a group day-care home or a listed or registered family home.

Added by Acts 1993, 73rd Leg., ch. 1002, Sec. 1, eff. Sept. 1, 1993. Amended by Acts 1997, 75th Leg., ch. 1217, Sec. 7, eff. Sept. 1, 1997. Renumbered from Human Resources Code, Sec. 42.0491 and amended by Acts 1997 75th Leg., ch. 1063, Sec. 7, eff. Sept. 1, 1997.

Sec. 42.050. LICENSE RENEWAL. (a) A license holder may apply for a new license in compliance with the requirements of this chapter and the rules promulgated by the department.

(b) The application for a new license must be completed and decided on by the department before the expiration of the license under which a facility is operating.

(c) The department shall evaluate the application for a new license to determine if all licensing requirements are met. The evaluation may include a specified number of visits to the facility and must include a review of all required forms and records.

Amended by Acts 1997, 75th Leg., ch. 1063, Sec. 7, eff. Sept. 1, 1997.

Sec. 42.051. INITIAL LICENSE. (a) The department shall issue an initial license when a facility's plans meet the department's licensing requirements and one of the following situations exists:

- (1) the facility is not currently operating;
- (2) the facility has relocated and has made changes in the type of child-care service it provides; or
- (3) there is a change in ownership of the facility resulting in changes in policy and procedure or in the staff who have direct contact with the children.

(b) An initial license is valid for six months from the date it is issued and may be renewed for an additional six months.

Acts 1979, 66th Leg., p. 2365, ch. 842, art. 1, Sec. 1, eff. Sept. 1, 1979. Amended by Acts 1989, 71st Leg., ch. 707, Sec. 2, eff. Sept. 1, 1989; Acts 1997, 75th Leg., ch. 1063, Sec. 7, eff. Sept. 1, 1997.

Amended by:

Acts 2005, 79th Leg., Ch. [268](#), Sec. 1.101, eff. September 1, 2005.

Sec. 42.052. CERTIFICATION, LISTING, AND REGISTRATION. (a) A state-operated child-care facility or child-placing agency must receive certification of approval from the department. The certification of approval remains valid until revoked or surrendered.

(b) To be certified, a facility must comply with the department's rules and standards and any provisions of this chapter that apply to a licensed facility of the same category. The operator of a certified facility must display the certification in a prominent place at the facility.

(c) A family home that provides care for compensation for three or fewer children, excluding children who are related to the caretaker, shall list with the department if the home provides regular care in the caretaker's own residence. The home may register with the department.

(d) A family home that provides care for four or more children, excluding children who are related to the caretaker, shall register with the department. A family home that provides care exclusively for any number of children who are related to the caretaker is not required to be listed or registered with the department.

(e) A registration or listing remains valid until revoked or surrendered. The operator of a registered home must display the registration in a prominent place at the home.

(f) To remain listed or registered with the department, a family home must comply with the department's rules and standards, if applicable, and any provision of this chapter that applies to a listed or registered family home.

(g) The certification requirements of this section do not apply to a Texas Youth Commission facility, a Texas Juvenile Probation Commission facility, or a facility providing services solely for the Texas Youth Commission.

(h) The certification requirements of this section do not apply to a juvenile detention facility certified under Section 51.12, Family Code, or a juvenile correctional facility certified under Section 51.125, Family Code.

(i) The department shall provide to a listed family home a copy of the listing. A listing must contain a provision that states: "THIS HOME IS A LISTED FAMILY HOME. IT IS NOT LICENSED OR REGISTERED WITH THE DEPARTMENT OF PROTECTIVE AND REGULATORY SERVICES. IT HAS NOT BEEN INSPECTED AND WILL NOT BE INSPECTED." The operator of a listed home is not required to display the listing in a prominent place at the home but shall make the listing available for examination. The department by rule shall provide for a sufficient period to allow operators of family homes to comply with the listing requirement of this section.

(j) The operator of a listed family home shall undergo initial and subsequent background and criminal history checks required under Section 42.056. If the operator of a listed family home fails to submit the information required by Section 42.056 for a subsequent background and criminal history check, the department shall automatically:

(1) suspend the home's listing until the required information is submitted; and

(2) revoke the home's listing if the required information is not submitted within six months after the date the automatic suspension begins.

(j-1) A suspension or revocation under Subsection (j) is not a suspension or revocation under Section 42.072.

(k) The department shall issue a listing or registration to a family home, as appropriate, in both English and Spanish when the most recent federal census shows that more than one-half of the population in a municipality or in a commissioners precinct in a county in

which the family home is located is of Hispanic origin or Spanish-speaking.

Acts 1979, 66th Leg., p. 2365, ch. 842, art. 1, Sec. 1, eff. Sept. 1, 1979. Amended by Acts 1981, 67th Leg., p. 2813, ch. 759, Sec. 4, eff. Aug. 31, 1981; Acts 1985, 69th Leg., ch. 212, Sec. 2, eff. Sept. 1, 1985; Acts 1985, 69th Leg., ch. 915, Sec. 1, eff. Sept. 1, 1985; Acts 1987, 70th Leg., ch. 1052, Sec. 4.06, eff. Sept. 1, 1987; Acts 1989, 71st Leg., ch. 707, Sec. 3, eff. Sept. 1, 1989; Acts 1995, 74th Leg., ch. 76, Sec. 8.023, eff. Sept. 1, 1995; Acts 1995, 74th Leg., ch. 262, Sec. 55, eff. Jan. 1, 1996; Acts 1997, 75th Leg., ch. 1022, Sec. 32, eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 1063, Sec. 7, eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 1217, Sec. 8, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 218, Sec. 6 to 8, eff. Sept. 1, 2001.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. [263](#), Sec. 26, eff. June 8, 2007.

Acts 2011, 82nd Leg., R.S., Ch. [1082](#), Sec. 4, eff. September 1, 2011.

Sec. 42.0521. DEPOSIT OF FEES. The fees authorized by this chapter and received by the department shall be deposited in the general revenue fund.

Added by Acts 1985, 69th Leg., ch. 239, Sec. 5, eff. Sept. 1, 1985.

Sec. 42.0522. PUBLIC ADVERTISING OF FAMILY HOMES.  
(a) A family home may not place a public advertisement that uses the title "registered family home" or any variation of that phrase unless the home is registered under this chapter. Any public advertisement for a registered family home that uses the title "registered

family home" must contain a provision in bold type stating: "THIS HOME IS REGISTERED WITH THE DEPARTMENT OF PROTECTIVE AND REGULATORY SERVICES BUT IS NOT LICENSED OR REGULARLY INSPECTED."

(b) A family home may not place a public advertisement that uses the title "listed family home" or any variation of that phrase unless the home is listed as provided by this chapter. Any public advertisement for a listed family home that uses the title "listed family home" must contain a provision in bold type stating: "THIS HOME IS A LISTED FAMILY HOME. IT IS NOT LICENSED OR REGISTERED WITH THE DEPARTMENT OF PROTECTIVE AND REGULATORY SERVICES. IT HAS NOT BEEN INSPECTED AND WILL NOT BE INSPECTED."

Added by Acts 1997, 75th Leg., ch. 1063, Sec. 7, eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 1217, Sec. 9, eff. Sept. 1, 1997.

Sec. 42.0523. LISTING OF RELATIVE CHILD-CARE PROVIDERS. (a) A child-care provider who only provides child care under Chapter 313, Labor Code, to children related to the provider may list the provider's home as a family home.

(b) Before the department may list a child-care provider's home under this section, in addition to conducting any other background or criminal history check required for a family home listing, the department must search the central database of sex offender registration records maintained by the Department of Public Safety under Chapter 62, Code of Criminal Procedure, to determine whether the provider is listed in the registry as a sex offender.

(c) The address of a family home listed under this section is the address of the child-care provider's home, regardless of whether the child care is provided in the provider's home or in the child's home.

(d) A relative child-care provider's home listed as a family home under this section is exempt from the health and safety requirements of 45 C.F.R. Section 98.41(a).

Added by Acts 2011, 82nd Leg., R.S., Ch. [869](#), Sec. 3, eff. September 1, 2011.

Sec. 42.053. AGENCY FOSTER HOMES AND AGENCY FOSTER GROUP HOMES. (a) An agency foster home or agency foster group home is considered part of the child-placing agency that operates the agency foster home or agency foster group home for purposes of licensing.

(b) The operator of a licensed agency shall display a copy of the license in a prominent place in the agency foster home or agency foster group home used by the agency.

(c) An agency foster home or agency foster group home shall comply with all provisions of this chapter and all department rules and standards that apply to a child-care facility caring for a similar number of children for a similar number of hours each day.

(d) The department shall revoke or suspend the license of a child-placing agency if an agency foster home or agency foster group home operated by the licensed agency fails to comply with Subsection (c) of this section.

Acts 1979, 66th Leg., p. 2365, ch. 842, art. 1, Sec. 1, eff. Sept. 1, 1979. Amended by Acts 1987, 70th Leg., ch. 1052, Sec. 4.07, eff. Sept. 1, 1987; Acts 1997, 75th Leg., ch. 1063, Sec. 7, eff. Sept. 1, 1997.

Sec. 42.0535. REQUIRED INFORMATION FOR VERIFICATION. (a) A child-placing agency that seeks to verify an agency home or an agency group home shall request background information about the agency home or group home from a child-placing agency that has previously verified that agency home or agency group home.

(b) Notwithstanding Section 261.201, Family Code, a child-placing agency that has verified an agency home or an agency group home is required to release to another child-placing agency background information requested under Subsection (a).

(c) A child-placing agency that releases background information under this section is immune from civil and criminal liability for the release of the information.

(d) For purposes of this section, background information means the home study under which the agency home or agency group home was verified by the previous child-placing agency and any record of noncompliance with state minimum standards received and the resolution of any such noncompliance by the previous child-placing agency.

(e) The department, by rule, shall develop a process by which a child-placing agency shall report to the department:

(1) the name of any verified foster home or foster group home that has been closed for any reason, including a voluntary closure;

(2) information regarding the reasons for the closure of the foster home or foster group home; and

(3) the name and other contact information of a person who may be contacted by another child-placing agency to obtain the records relating to the closed foster home or foster group home that are required to be maintained and made available under this section.

(f) Information gathered under Subsection (e) must be made available to child-placing agencies through a searchable database maintained by the department.

Added by Acts 1997, 75th Leg., ch. 575, Sec. 36(a), eff. Sept. 1, 1997.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. [1406](#), Sec. 36, eff. September 1, 2007.

Sec. 42.0536. TRANSFER OF AGENCY FOSTER HOME. (a)

An agency foster home that is verified by a child-placing agency may transfer to another child-placing agency only if, before the date of the transfer, the agency foster home notifies the child-placing agency to which the agency foster home is transferring of each licensing violation for which the agency foster home has been cited by the department during the preceding three years.

(b) The child-placing agency to which the agency foster home is transferring shall submit a written request for transfer to the child-placing agency that verified the agency foster home.

(c) Not later than the 10th day after the date the child-placing agency receives a request for transfer under Subsection (b), the child-placing agency shall provide the child-placing agency that submitted the request a copy of any of the following documents regarding the agency foster home:

- (1) a corrective action plan;
- (2) an annual development plan; or
- (3) a description of any imposed or potential service limitation.

(d) The department caseworker for each child placed in the agency foster home may conduct a review meeting to determine whether the transfer of the agency foster home is in the best interest of each child in the home on the request of:

- (1) the child-placing agency to which the agency foster home is transferring;
- (2) the child-placing agency that verified the agency foster home;
- (3) the agency foster home; or
- (4) the caseworker.

(e) After a review meeting, the caseworker shall determine whether each child placed in the agency foster home shall:

(1) stay in the agency foster home after the agency foster home is transferred to the new child-placing agency; or

(2) be removed from the agency foster home before the agency foster home is transferred to the new child-placing agency.

Added by Acts 2007, 80th Leg., R.S., Ch. [1406](#), Sec. 37, eff. September 1, 2007.

Sec. 42.054. FEES. (a) The department shall charge an applicant a nonrefundable application fee of \$35 for an initial license to operate a child-care facility or a child-placing agency.

(b) The department shall charge each child-care facility a fee of \$35 for an initial license. The department shall charge each child-placing agency a fee of \$50 for an initial license.

(c) The department shall charge each licensed child-care facility an annual license fee in the amount of \$35 plus \$1 for each child the child-care facility is permitted to serve. The fee is due on the date on which the department issues the child-care facility's initial license and on the anniversary of that date.

(d) The department shall charge each licensed child-placing agency an annual license fee of \$100. The fee is due on the date on which the department issues the child-placing agency's initial license and on the anniversary of that date.

(e) The department shall charge each family home that is listed or registered with the department an annual fee to cover a part of the department's cost in regulating family homes. The amount of the fee is \$20 for a listed

home or \$35 for a registered home. The fee is due on the date on which the department initially lists or registers the home and on the anniversary of that date.

(f) If a facility, agency, or home fails to pay the annual fee when due, the license, listing, or registration, as appropriate, is automatically suspended until the fee is paid. The license, listing, or registration shall be revoked if the fee is not paid within six months after the date the automatic suspension begins. A suspension or revocation under this subsection is not a suspension or revocation under Section 42.072.

(g) The provisions of Subsections (b) through (f) of this section do not apply to:

(1) licensed foster homes and licensed foster group homes;

(2) nonprofit facilities regulated under this chapter that provided 24-hour care for children in the managing conservatorship of the department during the 12-month period immediately preceding the anniversary date of the facility's license;

(3) facilities operated by a nonprofit corporation or foundation that provides 24-hour residential care and does not charge for the care provided; or

(4) a family home listed under Section 42.0523 in which the relative child-care provider cares for the child in the child's own home.

Amended by Acts 1997, 75th Leg., ch. 1063, Sec. 7, eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 1217, Sec. 10, 11, eff. Sept. 1, 1997.

Amended by:

Acts 2005, 79th Leg., Ch. [268](#), Sec. 1.102, eff. September 1, 2005.

Acts 2011, 82nd Leg., R.S., Ch. [869](#), Sec. 5, eff. September 1, 2011.

Acts 2011, 82nd Leg., R.S., Ch. [1082](#), Sec. 5, eff. September 1, 2011.

Sec. 42.055. SIGN POSTING. (a) Each child-care facility shall post in a location that is conspicuous to all employees and customers a sign that includes:

- (1) a description of the provisions of the Family Code relating to the duty to report child abuse or neglect;
- (2) a description of the penalties for violating the reporting provisions of the Family Code; and
- (3) a brief description of sudden infant death syndrome, shaken-baby syndrome, and childhood diabetes and methods for preventing those phenomena.

(a-1) A licensed day-care center, licensed group day-care home, or registered family home subject to Section 42.0423 shall include in the sign required under Subsection (a) a description of how to access a listing of unsafe children's products on the United States Consumer Product Safety Commission's Internet website or through the department's public Internet website.

(b) The department by rule shall determine the design, size, and wording of the sign.

(c) The department shall provide the sign to each child-care facility without charge.

(d) A person who operates a child-care facility commits an offense if the department provides a sign to the facility as provided by this section and the person intentionally fails to display the sign in the facility as prescribed by this section. An offense under this subsection is a Class C misdemeanor.

Added by Acts 1989, 71st Leg., 1st C.S., ch. 20, Sec. 1, eff. Nov. 1, 1989. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 7.47, eff. Sept. 1, 1997. Renumbered from Human Resources Code Sec. 42.056 and amended by Acts 1997, 75th

Leg., ch. 1063, Sec. 7, eff. Sept. 1, 1997. Amended by Acts 2001, 77th Leg., ch. 221, Sec. 1, eff. Sept. 1, 2001. Amended by:

Acts 2009, 81st Leg., R.S., Ch. [46](#), Sec. 3, eff. September 1, 2009.

Sec. 42.0551. POSTING OF EMPLOYEE LIST. (a) Each day-care center, group day-care home, and family home shall post a list of all current employees at the center or home in accordance with rules adopted by the executive commissioner.

(b) The executive commissioner shall adopt rules regarding the size, wording, and placement of the list required under this section.

Added by Acts 2005, 79th Leg., Ch. [308](#), Sec. 1, eff. September 1, 2005.

Sec. 42.056. REQUIRED BACKGROUND AND CRIMINAL HISTORY CHECKS; CRIMINAL PENALTIES. (a) In accordance with rules adopted by the executive commissioner, the director, owner, or operator of a child-care facility, child-placing agency, or family home shall, when applying to operate a child-care facility or child-placing agency or when listing or registering a family home and at least once during each 24 months after receiving a license, listing, registration, or certification of approval, submit to the department for use in conducting background and criminal history checks the name of:

(1) the director, owner, and operator of the facility, agency, or home;

(2) each person employed at the facility, agency, or home;

(3) each prospective employee of the facility, agency, or home;

(4) each current or prospective foster parent providing foster care through a child-placing agency;

(5) each prospective adoptive parent seeking to adopt through a child-placing agency;

(6) each person at least 14 years of age, other than a client in care, who:

(A) is counted in child-to-caregiver ratios in accordance with the minimum standards of the department;

(B) will reside in a prospective adoptive home if the adoption is through a child-placing agency;

(C) has unsupervised access to children in care at the facility or family home; or

(D) resides in the facility or family home;

or

(7) each person 14 years of age or older, other than a client in care, who will regularly or frequently be staying or working at a facility, family home, or prospective adoptive home, while children are being provided care.

(a-1) Repealed by Acts 2009, 81st Leg., R.S., Ch. 720, Sec. 19(3), eff. September 1, 2009.

(a-2) In accordance with rules adopted by the executive commissioner, the director, owner, or operator of a day-care center, before-school or after-school program, or school-age program shall submit a complete set of fingerprints of each person whose name is required to be submitted by the director, owner, or operator under Subsection (a), unless the person is only required to have the person's name submitted based on criteria specified by Subsection (a)(7). This subsection does not apply to a program that is exempt from the licensing requirements of Section 42.041.

(a-3) In accordance with rules adopted by the executive commissioner, the director, owner, or operator of a child-placing agency, foster home, or foster group home must, before a child for whom the department is the

managing conservator is placed with the agency or in the home, submit a complete set of fingerprints of the following persons:

(1) a person who applies to be a foster or adoptive parent, including a person who has previously adopted a child unless the person is also verified as a foster or adoptive home; and

(2) a person who is 18 years of age or older and who lives in the home of a person who applies to be a foster or adoptive parent.

(a-4) In accordance with rules adopted by the executive commissioner, the director, owner, or operator of a child-care facility or family home shall submit a complete set of fingerprints of each person whose name is required to be submitted by the director, owner, or operator under Subsection (a) if:

(1) the person resided in another state during the five years preceding the date the person's name was required to be submitted under Subsection (a); or

(2) the director, owner, or operator has reason to suspect that the person has a criminal history in another state.

(a-5) The rules adopted by the executive commissioner under Subsections (a-2), (a-3), and (a-4):

(1) must require that the fingerprints be submitted in a form and of a quality acceptable to the Department of Public Safety and the Federal Bureau of Investigation for conducting a criminal history check;

(2) may require that the fingerprints be submitted electronically through an applicant fingerprinting service center; and

(3) may allow the department to waive the submission of fingerprints required by this section if:

(A) the person for whom the submission is required has:

(i) a fingerprint-based criminal history record check on file with the department; or

(ii) a fingerprint-based criminal history clearinghouse record, as provided by Section 411.0845, Government Code, that is accessible to the department through the Department of Public Safety; and

(B) the date on which the current submission of fingerprints is required occurs before the second anniversary of a previous name-based criminal history check of the person.

(b) The department shall conduct background and criminal history checks using:

(1) the information provided under Subsection (a);

(2) the information made available by the Department of Public Safety under Section 411.114, Government Code, or by the Federal Bureau of Investigation or other criminal justice agency under Section 411.087, Government Code; and

(3) the department's records of reported abuse and neglect.

(b-1) In addition to any other background or criminal history check conducted under Subsection (b), for each person whose fingerprints are submitted under Subsection (a-2), (a-3), or (a-4), the department shall conduct a state and Federal Bureau of Investigation criminal history check by:

(1) submitting the person's fingerprints, or causing the fingerprints to be submitted electronically, to the Department of Public Safety for the purpose of conducting a state and federal criminal history check; and

(2) using the resulting information made available by that department under Section 411.114, Government Code, and by the Federal Bureau of Investigation and any other criminal justice agency under Section 411.087, Government Code.

(c) The department by rule shall require a child-care facility, child-placing agency, or registered family home to pay to the department a fee in an amount not to exceed the administrative costs the department incurs in conducting a background and criminal history check under this section.

(d) Repealed by Acts 2009, 81st Leg., R.S., Ch. 720, Sec. 19(3), eff. September 1, 2009.

(e) Repealed by Acts 2009, 81st Leg., R.S., Ch. 720, Sec. 19(3), eff. September 1, 2009.

(f) As part of a background check under this section, the department shall provide any relevant information available in the department's records regarding a person's previous employment in a facility or family home to the person submitting the request.

(g) Except as otherwise provided by this subsection, a person whose name is submitted under Subsection (a) may not provide direct care or have direct access to a child in a facility or family home before the person's background and criminal history checks under Subsections (b) and (b-1) are completed. A person may be employed at a facility or family home and may provide direct care or have direct access to a child in the facility or family home before the person's criminal history check under Subsection (b-1) is completed if:

(1) the facility or family home is experiencing a staff shortage;

(2) the state criminal history check and the background check using the department's records of reported abuse and neglect have been completed under Subsection (b), and the resulting information does not preclude the person from being present at the facility or family home; and

(3) the person's fingerprints are submitted as soon as possible, but not later than the 30th day after the earliest of the date on which the person first:

(A) provides direct care to a child;

- (B) has direct access to a child; or
- (C) is hired.

(h) If the results of a criminal history check under Subsection (b-1) for a person employed by a facility or family home during a staffing shortage as authorized by Subsection (g) preclude the person from being present at the facility or family home, the director, owner, or operator of the facility or family home shall immediately terminate the person's employment.

(i) A director, owner, or operator of a facility or family home commits an offense if the director, owner, or operator knowingly:

- (1) fails to submit to the department information about a person as required by this section and department rules for use in conducting background and criminal history checks with respect to the person; and

- (2) employs the person at the facility or family home or otherwise allows the person to regularly or frequently stay or work at the facility or family home while children are being provided care.

(j) A director, owner, or operator of a facility or family home commits an offense if, after the date the director, owner, or operator receives notice from the department that, based on the results of a person's background or criminal history check, the person is precluded from being present at the facility or family home, the director, owner, or operator knowingly:

- (1) employs the person at the facility or family home; or

- (2) otherwise allows the person to regularly or frequently stay or work at the facility or family home while children are being provided care.

(k) An offense under Subsection (i) or (j) is a Class B misdemeanor.

(l) In accordance with rules adopted by the executive commissioner, a person that contracts to provide one or

more substitute employees to a facility or family home must submit to the department for use in conducting background and criminal history checks the name of each substitute employee. Before a substitute employee may be present at a facility or family home, the employee must meet the same requirements under this section as an employee present at the facility or family home who performs similar duties. The director, owner, or operator of a facility or family home must verify with the department that a substitute employee is eligible to be present at the facility or family home before allowing the employee to begin work.

Amended by Acts 1997, 75th Leg., ch. 1063, Sec. 7, eff. Sept. 1, 1997.

Amended by:

Acts 2005, 79th Leg., Ch. [268](#), Sec. 1.103(a), eff. September 1, 2005.

Acts 2007, 80th Leg., R.S., Ch. [1406](#), Sec. 38, eff. September 1, 2007.

Acts 2007, 80th Leg., R.S., Ch. [1406](#), Sec. 39, eff. September 1, 2007.

Acts 2009, 81st Leg., R.S., Ch. [720](#), Sec. 11, eff. September 1, 2009.

Acts 2009, 81st Leg., R.S., Ch. [720](#), Sec. 19(3), eff. September 1, 2009.

Acts 2011, 82nd Leg., R.S., Ch. [1082](#), Sec. 6, eff. September 1, 2011.

Sec. 42.0561. INFORMATION RELATING TO FAMILY VIOLENCE REPORTS. Before the department may issue a license or registration for a foster home or a child-placing agency may issue a verification certificate for an agency foster home, the department or child-placing agency must obtain information relating to each family violence report at the applicant's residence to which a law enforcement agency

responded during the 12 months preceding the date of the application. The applicant shall provide the information on a form prescribed by the department.

Added by Acts 2007, 80th Leg., R.S., Ch. [524](#), Sec. 7, eff. June 16, 2007.

Sec. 42.057. DRUG TESTING. (a) Each residential child-care facility shall establish a drug testing policy for employees. A residential child-care facility may adopt the model employee drug testing policy adopted by the executive commissioner under Subsection (b) or may use another employee drug testing policy approved by the executive commissioner.

(b) The executive commissioner by rule shall adopt a model employee drug testing policy for use by a residential child-care facility. The policy must be designed to ensure the safety of resident children through appropriate drug testing of employees while protecting the rights of employees. The model policy must require:

- (1) preemployment drug testing;
- (2) random, unannounced drug testing of each employee who has direct contact with a child in the care of the facility;
- (3) drug testing of an employee against whom there is an allegation of drug abuse; and
- (4) drug testing of an employee whom the department is investigating for the abuse or neglect of a child in the care of the facility, if the allegation of abuse or neglect includes information that provides good cause to suspect drug abuse.

(c) The department shall require a drug test of a person who directly cares for or has access to a child in a residential child-care facility within 24 hours after the department receives notice of an allegation that the person has abused drugs.

(d) An employee may not provide direct care or have direct access to a child in a residential child-care facility before completion of the employee's initial drug test.

(e) A residential child-care facility shall pay any fee or cost associated with performing the drug test for an employee.

Added by Acts 2005, 79th Leg., Ch. [268](#), Sec. 1.104(a), eff. September 1, 2005.

Sec. 42.058. COMPETITIVE BIDDING OR ADVERTISING RULES. (a) The board may not adopt rules restricting competitive bidding or advertising by a license holder or registration holder except to prohibit false, misleading, or deceptive practices or to prevent a violation of this chapter.

(b) In its rules to prohibit false, misleading, or deceptive practices, the board may not include a rule that:

(1) restricts the use of any medium for advertising;

(2) restricts the use of a license holder's or registration holder's personal appearance or voice in an advertisement;

(3) relates to the size or duration of an advertisement by the license holder or registration holder; or

(4) restricts the license holder's or registration holder's advertisement under a trade name.

Added by Acts 1997, 75th Leg., ch. 1022, Sec. 33, eff. Sept. 1, 1997.

Sec. 42.059. REQUIRED AFFIDAVIT FOR APPLICANTS FOR EMPLOYMENT WITH FACILITY OR REGISTERED FAMILY HOME. (a) An applicant for temporary or permanent employment with a

licensed facility or registered family home whose employment or potential employment with the facility or home involves direct interactions with or the opportunity to interact and associate with children must execute and submit the following affidavit with the application for employment:

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I swear or affirm under penalty of perjury that I do not now and I have not at any time, either as an adult or as a juvenile:

1. Been convicted of;
  2. Pleaded guilty to (whether or not resulting in a conviction);
  3. Pleaded nolo contendere or no contest to;
  4. Admitted;
  5. Had any judgment or order rendered against me (whether by default or otherwise);
  6. Entered into any settlement of an action or claim of;
  7. Had any license, certification, employment, or volunteer position suspended, revoked, terminated, or adversely affected because of;
  8. Resigned under threat of termination of employment or volunteerism for;
  9. Had a report of child abuse or neglect made and substantiated against me for; or
  10. Have any pending criminal charges against me in this or any other jurisdiction for;
- Any conduct, matter, or thing (irrespective of formal name thereof) constituting or involving (whether under criminal or civil law of any jurisdiction):
1. Any felony;
  2. Rape or other sexual assault;
  3. Physical, sexual, emotional abuse and/or neglect of a minor;

4. Incest;
5. Exploitation, including sexual, of a minor;
6. Sexual misconduct with a minor;
7. Molestation of a child;
8. Lewdness or indecent exposure;
9. Lewd and lascivious behavior;
10. Obscene or pornographic literature, photographs,  
or videos;
11. Assault, battery, or any violent offense involving  
a minor;
12. Endangerment of a child;
13. Any misdemeanor or other offense classification  
involving a minor or to which a minor was a witness;
14. Unfitness as a parent or custodian;
15. Removing children from a state or concealing  
children in violation of a court order;
16. Restrictions or limitations on contact or  
visitation with children or minors resulting from a court  
order protecting a child or minor from abuse, neglect, or  
exploitation; or
17. Any type of child abduction.

Except the following (list all incidents, location,  
description, and date) (if none, write NONE)

Signed \_\_\_\_\_

Date \_\_\_\_\_.

Subscribed and sworn to (or affirmed) before me this  
\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signature of notarial officer

\_\_\_\_\_.

(seal, if any, of notarial officer)

My commission expires: \_\_\_\_\_

(b) The failure or refusal of the applicant to sign  
or provide the affidavit constitutes good cause for refusal  
to hire the applicant.

Added by Acts 1997, 75th Leg., ch. 1022, Sec. 33, eff. Sept. 1, 1997. Amended by Acts 1999, 76th Leg., ch. 1129, Sec. 3, eff. Sept. 1, 1999.

Sec. 42.060. CARBON MONOXIDE DETECTORS. (a) In this section, "carbon monoxide detector" means a device that detects and sounds an alarm to indicate the presence of a harmful level of carbon monoxide gas.

(b) Except as provided by Subsection (d), each day-care center, group day-care home, and family home must be equipped with carbon monoxide detectors in accordance with department rules.

(c) The department by rule shall prescribe requirements regarding the placement, installation, and number of carbon monoxide detectors and maintenance procedures for those detectors.

(d) A day-care center is exempt from the carbon monoxide detector requirements prescribed by this section if the day-care center is located in a school facility that is subject to the school facility standards adopted by the commissioner of education under Section 46.008, Education Code, or similar safety standards adopted by the board of a local school district.

Added by Acts 2003, 78th Leg., ch. 127, Sec. 1, eff. Sept. 1, 2003.

Sec. 42.062. CERTAIN EMPLOYMENT AND SERVICE PROHIBITED. A person may not be employed as a controlling person or serve in that capacity in a facility or family home if the person is not eligible to receive a license or certification for the operation of a facility or family home under Section 42.072(g) or has been denied a license under Section 42.046 for a substantive reason.

Added by Acts 2005, 79th Leg., Ch. [268](#), Sec. 1.105, eff. September 1, 2005.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. [1082](#), Sec. 7, eff. September 1, 2011.

Sec. 42.063. REPORTING OF INCIDENTS AND VIOLATIONS.

(a) In this section, "serious incident" means a suspected or actual incident that threatens or impairs the basic health, safety, or well-being of a child. The term includes:

- (1) the arrest, abuse, neglect, exploitation, running away, attempted suicide, or death of a child;
- (2) a critical injury of a child; and
- (3) an illness of a child that requires hospitalization.

(b) A person licensed under this chapter shall report to the department each serious incident involving a child who receives services from the person, regardless of whether the department is the managing conservator of the child.

(c) An employee of a person described by Subsection (b) shall report suspected abuse or neglect directly to the statewide intake system.

(d) An employee or volunteer of a general residential operation, child-placing agency, foster home, or foster group home shall report any serious incident directly to the department if the incident involves a child under the care of the operation, agency, or home.

(e) A foster parent shall report any serious incident directly to the department if the incident involves a child under the care of the parent.

(f) The executive commissioner by rule shall prescribe:

(1) procedures governing reporting required under this section; and

(2) the manner in which a report under this section must be provided.

(g) The department shall implement this section using existing appropriations.

Added by Acts 2005, 79th Leg., Ch. [268](#), Sec. 1.106, eff. September 1, 2005.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. [720](#), Sec. 12, eff. September 1, 2009.

Sec. 42.064. INFORMATION REGARDING GANG-FREE ZONES. Each day-care center shall, in accordance with rules adopted by the executive commissioner, distribute to parents and guardians of children who attend the center information on gang-free zones and the consequences of engaging in organized criminal activity within those zones.

Added by Acts 2009, 81st Leg., R.S., Ch. [1130](#), Sec. 6, eff. June 19, 2009.

Sec. 42.065. ADMINISTERING MEDICATION. (a) In this section, "medication" means a drug that may be obtained with or without a prescription, excluding a topical ointment obtained without a prescription.

(b) This section applies only to a day-care center, group day-care home, before-school or after-school program, school-age program, or family home regardless of whether the facility or program is licensed, registered, or listed.

(c) A director, owner, operator, caretaker, employee, or volunteer of a child-care facility subject to this section may not administer a medication to a child unless:

(1) the child's parent or guardian has submitted to the child-care facility a signed and dated document that

authorizes the facility to administer the medication for not longer than one year; and

(2) the authorized medication:

(A) is administered as stated on the label directions or as amended in writing by a practitioner, as defined by Section 551.003, Occupations Code; and

(B) is not expired.

(d) Notwithstanding Subsection (c)(1), a director, owner, operator, caretaker, employee, or volunteer of a child-care facility subject to this section may administer medication to a child under this section without a signed authorization if the child's parent or guardian:

(1) submits to the child-care facility an authorization in an electronic format that is capable of being viewed and saved; or

(2) authorizes the child-care facility by telephone to administer a single dose of a medication.

(e) An authorization under Subsection (d)(1) expires on the first anniversary of the date the authorization is provided to the child-care facility.

(f) This section does not apply to a person that administers a medication to a child in a medical emergency to prevent the death or serious bodily injury of the child if the medication is administered as prescribed, directed, or intended.

(g) A person commits an offense if the person administers a medication to a child in violation of this section. If conduct constituting an offense under this section also constitutes an offense under a section of the Penal Code, the actor may be prosecuted under either section or both sections.

(h) An offense under this section is a Class A misdemeanor.

Added by Acts 2011, 82nd Leg., R.S., Ch. [762](#), Sec. 2, eff. September 1, 2011.

#### SUBCHAPTER D. REMEDIES

Sec. 42.0705. RANGE OF PENALTIES. The department shall revoke or suspend a license or registration, place on probation a person whose license or registration has been suspended, or reprimand a license holder or registration holder for a violation of this chapter or a rule of the board. If a license or registration suspension is probated, the department may require the license holder or registration holder to:

- (1) report regularly to the department on matters that are the basis of the probation;
- (2) limit services to the areas prescribed by the department;
- (3) continue or review professional education until the license holder or registration holder attains a degree of skill satisfactory to the department in those areas that are the basis of the probation; or
- (4) take corrective action relating to the violation on which the probation is based.

Added by Acts 1997, 75th Leg., ch. 1022, Sec. 34, eff. Sept. 1, 1997.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. [1406](#), Sec. 40, eff. September 1, 2007.

Sec. 42.071. SUSPENSION, EVALUATION, OR PROBATION OF LICENSE OR REGISTRATION. (a) The department may suspend the license of a facility or the registration of a family home that has temporarily ceased operation but has definite plans for starting operations again within the time limits of the issued license or registration.

(b) The department may suspend a facility's license or a family home's registration for a definite period

rather than deny or revoke the license or registration if the department finds repeated noncompliance with standards that do not endanger the health and safety of children. To qualify for license or registration suspension under this subsection, a facility or family home must suspend its operations and show that standards can be met within the suspension period.

(c) If the department finds a facility or family home is in repeated noncompliance with standards that do not endanger the health and safety of children, the department may schedule the facility or family home for evaluation or probation rather than suspend or revoke the facility's license or the family home's registration. The department shall provide notice to the facility or family home of the evaluation or probation and of the items of noncompliance not later than the 10th day before the evaluation or probation period begins. The department shall designate a period of not less than 30 days during which the facility or family home will remain under evaluation. During the evaluation or probation period, the facility or family home must correct the items that were in noncompliance and report the corrections to the department for approval.

(d) The department shall revoke the license of a facility or the registration of a family home that does not comply with standards at the end of a license or registration suspension.

(e) The department may suspend or revoke the license of a facility or the registration of a family home that does not correct items that were in noncompliance or that does not comply with required standards within the applicable evaluation or probation period.

Acts 1979, 66th Leg., p. 2365, ch. 842, art. 1, Sec. 1, eff. Sept. 1, 1979. Amended by Acts 1983, 68th Leg., p. 111, ch. 23, Sec. 1, eff. Aug. 29, 1983; Acts 1987, 70th Leg., ch. 1081, Sec. 2, eff. Sept. 1, 1987; Acts 1997,

75th Leg., ch. 1022, Sec. 35, eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 1063, Sec. 7, eff. Sept. 1, 1997.

Sec. 42.0715. COSTS CHARGED TO FACILITY OR FAMILY HOME. The department may charge a facility or family home for reimbursement of the reasonable cost of services provided by the department in formulating, monitoring, and implementing a corrective action plan for the facility or family home.

Added by Acts 1997, 75th Leg., ch. 1022, Sec. 36, eff. Sept. 1, 1997.

Sec. 42.072. LICENSE, LISTING, OR REGISTRATION DENIAL, SUSPENSION, OR REVOCATION. (a) The department may suspend, deny, revoke, or refuse to renew the license, listing, registration, or certification of approval of a facility or family home that does not comply with the requirements of this chapter, the standards and rules of the department, or the specific terms of the license, listing, registration, or certification. The department may revoke the probation of a person whose license, listing, or registration is suspended if the person violates a term of the conditions of probation.

(b) If the department proposes to take an action under Subsection (a), the person is entitled to a hearing conducted by the State Office of Administrative Hearings. Proceedings for a disciplinary action are governed by the administrative procedure law, Chapter 2001, Government Code. An action under this section, including a revocation of a person's license, is a contested case as defined by Chapter 2001, Government Code, and is subject to judicial review under the substantial evidence rule in accordance with that chapter. Rules of practice adopted by the board under Section 2001.004, Government Code,

applicable to the proceedings for a disciplinary action may not conflict with rules adopted by the State Office of Administrative Hearings.

(c) The department may not issue a license, listing, registration, or certification to a person whose license, listing, registration, or certification is revoked or whose application for a license, listing, registration, or certification is denied for a substantive reason under this chapter before the fifth anniversary of the date on which the revocation takes effect by department or court order or the decision to deny the application is final.

(c-1) A person described by Subsection (c) may not be a controlling person in any facility or family home during the five-year period in which the person is ineligible to receive a license, listing, registration, or certification.

(d) The department by rule may provide for denial of an application or renewal for a licensed facility or for listing or registering a family home or may revoke a facility's license or a family home's listing or registration based on findings of background or criminal history as a result of a background or criminal history check.

(e) A person may continue to operate a facility or family home during an appeal of a license, listing, or registration revocation unless the operation of the facility or family home poses a risk to the health or safety of children. The executive commissioner shall by rule establish the criteria for determining whether the operation of a facility or family home poses a risk to the health or safety of children. The department shall notify the facility or family home of the criteria the department used to determine that the operation of the facility or family home poses a risk to health or safety and that the facility or family home may not operate. A person who has been notified by the department that the facility or home may not operate under this section may seek injunctive

relief from a district court in Travis County or in the county in which the facility or home is located to allow operation during the pendency of an appeal. The court may grant injunctive relief against the agency's action only if the court finds that the child-care operation does not pose a health or safety risk to children. A court granting injunctive relief under this subsection shall have no other jurisdiction over an appeal of final agency action unless conferred by Chapter 2001, Government Code.

(f) The department shall deny an application or renewal for listing or registering a family home or shall revoke a family home's listing or registration if the results of a background or criminal history check conducted by the department under Section 42.056 show that a person has been convicted of an offense under Title 5, or 6, Penal Code, or Chapter 43, Penal Code.

(g) Notwithstanding Subsection (c), the department may refuse to issue a license, listing, registration, or certification to:

(1) a person whose license, listing, registration, or certification for a facility or family home was revoked by the department or by court order;

(2) a person who was a controlling person of a facility or family home at the time conduct occurred that resulted in the revocation of the license, listing, registration, or certification of the facility or family home;

(3) a person who voluntarily closed a facility or family home or relinquished the person's license, listing, registration, or certification after:

(A) the department took an action under Subsection (a) in relation to the facility, family home, or person; or

(B) the person received notice that the department intended to take an action under Subsection (a) in relation to the facility, family home, or person; or

(4) a person who was a controlling person of a facility or family home at the time conduct occurred that resulted in the closure of the facility or family home or relinquishment of the license, listing, registration, or certification in the manner described by Subdivision (3).

Acts 1979, 66th Leg., p. 2365, ch. 842, art. 1, Sec. 1, eff. Sept. 1, 1979. Amended by Acts 1983, 68th Leg., p. 111, ch. 23, Sec. 2, eff. Aug. 29, 1983; Acts 1993, 73rd Leg., ch. 977, Sec. 1, eff. Sept. 1, 1993; Acts 1995, 74th Leg., ch. 76, Sec. 5.95(49), eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1022, Sec. 37, eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 1063, Sec. 7, eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 1217, Sec. 13, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 218, Sec. 11, eff. Sept. 1, 2001.

Amended by:

Acts 2005, 79th Leg., Ch. [268](#), Sec. 1.107, eff. September 1, 2005.

Acts 2005, 79th Leg., Ch. [526](#), Sec. 3, eff. September 1, 2005.

Acts 2009, 81st Leg., R.S., Ch. [720](#), Sec. 13, eff. September 1, 2009.

Acts 2011, 82nd Leg., R.S., Ch. [1082](#), Sec. 8, eff. September 1, 2011.

Sec. 42.073. EMERGENCY SUSPENSION AND CLOSURE OF A FACILITY OR FAMILY HOME. (a) The department shall suspend a facility's license or a family home's listing or registration and order the immediate closing of the facility or family home if:

(1) the department finds the facility or family home is operating in violation of the applicable standards prescribed by this chapter; and

(2) the violation creates an immediate threat to the health and safety of the children attending or residing in the facility or family home.

(b) An order suspending a license, listing, or registration and an order closing a facility or family home under this section is immediately effective on the date on which the holder of the license, listing, or registration receives written notice or on a later date specified in the order.

(c) An order is valid for 30 days after the effective date of the order.

Acts 1979, 66th Leg., p. 2366, ch. 842, art. 1, Sec. 1, eff. Sept. 1, 1979. Amended by Acts 1993, 73rd Leg., ch. 977, Sec. 2, eff. Sept. 1, 1993; Acts 1995, 74th Leg., ch. 76, Sec. 5.95(49), eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1022, Sec. 38, eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 1063, Sec. 7, eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 1217, Sec. 14, eff. Sept. 1, 1997. Amended by:

Acts 2005, 79th Leg., Ch. [268](#), Sec. 1.108, eff. September 1, 2005.

Acts 2009, 81st Leg., R.S., Ch. [720](#), Sec. 14, eff. September 1, 2009.

Sec. 42.074. INJUNCTIVE RELIEF. (a) The department may file suit in a district court in Travis County or in the county in which a facility or family home is located for assessment and recovery of a civil penalty under Section 42.075, for injunctive relief, including a temporary restraining order, or for both a civil penalty and injunctive relief when it appears that a person:

(1) has violated, is violating, or is threatening to violate the licensing, certification, listing, or registration requirements of this chapter or

the department's licensing, certification, listing, or registration rules and standards; or

(2) knowingly fails to meet or maintain an exemption authorized under Section 42.041 and engages in activities that require a license or registration.

(b) The district court shall grant the injunctive relief the facts may warrant.

(c) At the department's request, the attorney general or the county or district attorney of the county in which the facility or family home is located shall conduct a suit in the name of the State of Texas for injunctive relief, to recover the civil penalty, or for both injunctive relief and civil penalties as authorized by Subsection (a).

(d) Injunctive relief provided by this section is in addition to any other action, proceeding, or remedy authorized by law. It is not necessary to allege or prove in an action filed under this section that an adequate remedy at law does not exist or that substantial or irreparable harm would result from the continued violation.

(e) The department is not required to give an appeal bond in an action arising under this section.

Acts 1979, 66th Leg., p. 2367, ch. 842, art. 1, Sec. 1, eff. Sept. 1, 1979. Amended by Acts 1987, 70th Leg., ch. 1052, Sec. 4.09, eff. Sept. 1, 1987; Acts 1997, 75th Leg., ch. 1022, Sec. 39, eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 1063, Sec. 7, eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 1217, Sec. 15, eff. Sept. 1, 1997.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. [720](#), Sec. 15, eff. September 1, 2009.

Sec. 42.075. CIVIL PENALTY. (a) A person is subject to a civil penalty of not less than \$50 nor more than \$100 for each day of violation and for each act of violation if the person:

(1) threatens serious harm to a child in a facility or family home by violating a provision of this chapter or a department rule or standard;

(2) violates a provision of this chapter or a department rule or standard three or more times within a 12-month period;

(3) places a public advertisement for an unlicensed facility or an unlisted or unregistered family home;

(4) knowingly fails to meet or maintain any criterion of an exemption authorized under Section 42.041 and engages in activities that require a license or registration; or

(5) fails to inform the department of a change in status and the person knows the change in status requires the person to be licensed or registered under this chapter.

(b) The civil penalty authorized by this section is cumulative and in addition to the criminal penalties and injunctive relief provided by this chapter.

Acts 1979, 66th Leg., p. 2367, ch. 842, art. 1, Sec. 1, eff. Sept. 1, 1979. Amended by Acts 1997, 75th Leg., ch. 1022, Sec. 40, eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 1063, Sec. 7, eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 1217, Sec. 16, eff. Sept. 1, 1997.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. [720](#), Sec. 16, eff. September 1, 2009.

Sec. 42.076. CRIMINAL PENALTIES. (a) A person who operates a child-care facility or child-placing agency without a license commits a Class B misdemeanor.

(b) A person who operates a family home without a required listing or registration commits a Class B misdemeanor.

(c) A person who places a public advertisement for an unlicensed facility or an unlisted or unregistered family home commits a Class C misdemeanor.

(d) It is not an offense under this section if a professional provides legal or medical services to:

(1) a parent who identifies the prospective adoptive parent and places the child for adoption without the assistance of the professional; or

(2) a prospective adoptive parent who identifies a parent and receives placement of a child for adoption without assistance of the professional.

Acts 1979, 66th Leg., p. 2367, ch. 842, art. 1, Sec. 1, eff. Sept. 1, 1979. Amended by Acts 1985, 69th Leg., ch. 915, Sec. 2, eff. Sept. 1, 1985; Acts 1995, 74th Leg., ch. 411, Sec. 2, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 664, Sec. 5, eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 1022, Sec. 41, eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 1063, Sec. 7, eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 1217, Sec. 17, eff. Sept. 1, 1997.

Sec. 42.0761. CRIMINAL PENALTY FOR OPERATING DAY-CARE CENTER WITHOUT QUALIFIED DIRECTOR. (a) An owner or operator of a day-care center commits an offense if the owner or operator knowingly operates the day-care center:

(1) without a director who meets the qualifications of a director prescribed by department rules; or

(2) without the routine presence during the day-care center's hours of operation of a director described by Subdivision (1).

(b) An offense under this section is a Class B misdemeanor.

Added by Acts 2007, 80th Leg., R.S., Ch. [1406](#), Sec. 41, eff. September 1, 2007.

Sec. 42.077. NOTICE OF ACTION AGAINST FACILITY OR FAMILY HOME. (a) If the department revokes or suspends a facility's license or a family home's listing or registration, the department shall publish notice of this action:

(1) in a newspaper of general circulation in the county in which the facility or family home is located; or

(2) on the department's Internet website along with other information regarding child-care services.

(a-1) If notice is published in a newspaper under Subsection (a), the newspaper shall place the notice in the section in which advertisements for day-care services are normally published.

(b) If a person who operates a facility or family home that has had its license, listing, or registration revoked or suspended later applies for a new license, listing, or registration to operate the same facility or family home, the department shall charge the person an application fee in an amount necessary to reimburse the department for the cost of the notice relating to that facility or family home.

(c) The department shall pay for publication of the notice from funds appropriated to the department for licensing and regulating child-care facilities and for listing, registering, and regulating family homes and from appeal and application fees collected under Subsection (b) and appropriated to the department.

(d) A facility or family home that has its license, listing, or registration revoked or suspended shall mail notification of this action by certified mail to the parents or guardian of the child served by the facility or family home. The facility or family home shall mail the notification within five days of the effective date of the

revocation or suspension of the license, listing, or registration.

(d-1) If the department determines that the license of a residential child-care facility should be revoked or suspended, the facility shall mail notification of the action or proposed action by certified mail to a parent of each child served by the facility, if the person's parental rights have not been terminated, and to the child's managing conservator, as appropriate. The residential child-care facility shall mail the notification not later than the fifth day after the date the facility is notified of the department's determination that revocation or suspension of the license is appropriate.

(e) When the most recent federal census shows that more than one-half of the population in a municipality or in a commissioners precinct in a county in which a family home whose listing or registration has been revoked or suspended is located is of Hispanic origin or Spanish-speaking, the department shall publish the notice under Subsection (a) in both English and Spanish.

Amended by Acts 1997, 75th Leg., ch. 1022, Sec. 42, eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 1063, Sec. 7, eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 1217, Sec. 18, eff. Sept. 1, 1997.

Amended by:

Acts 2005, 79th Leg., Ch. [268](#), Sec. 1.109, eff. September 1, 2005.

Acts 2009, 81st Leg., R.S., Ch. [720](#), Sec. 17, eff. September 1, 2009.

Sec. 42.078. ADMINISTRATIVE PENALTY. (a) The department may impose an administrative penalty against a facility or family home licensed, registered, or listed under this chapter that violates this chapter or a rule or order adopted under this chapter. In addition, the

department may impose an administrative penalty against a residential child-care facility or a controlling person of a residential child-care facility if the facility or controlling person:

(1) violates a term of a license or registration issued under this chapter;

(2) makes a statement about a material fact that the facility or person knows or should know is false:

(A) on an application for the issuance of a license or registration or an attachment to the application; or

(B) in response to a matter under investigation;

(3) refuses to allow a representative of the department to inspect:

(A) a book, record, or file required to be maintained by the facility; or

(B) any part of the premises of the facility;

(4) purposefully interferes with the work of a representative of the department or the enforcement of this chapter; or

(5) fails to pay a penalty assessed under this chapter on or before the date the penalty is due, as determined under this section.

(a-1) Nonmonetary, administrative penalties or remedies, including but not limited to corrective action plans, probation, and evaluation periods, shall be imposed when appropriate before monetary penalties.

(b) Each day a violation continues or occurs is a separate violation for purposes of imposing a penalty. The penalty for a violation may be in an amount not to exceed the following limits, based on the maximum number of children for whom the facility or family home was authorized to provide care or the number of children under

the care of the child-placing agency when the violation occurred:

(1) for violations that occur in a facility other than a residential child-care facility:

Number of children	Maximum amount of penalty
20 or less	\$50
21-40	\$60
41-60	\$70
61-80	\$80
81-100	\$100
More than 100	\$150

(2) for violations that occur in a residential child-care facility:

Number of children	Maximum amount of penalty
20 or less	\$100
21-40	\$150
41-60	\$200
61-80	\$250
81-100	\$375
More than 100	\$500

(c) In addition to the number of children, the amount of the penalty shall be based on:

(1) the seriousness of the violation, including the nature, circumstances, extent, and gravity of any prohibited acts, and the hazard or potential hazard created to the health, safety, or economic welfare of the public;

(2) the economic harm to property or the environment caused by the violation;

(3) the history of previous violations;

(4) the amount necessary to deter future violations;

(5) efforts to correct the violation; and

(6) any other matter that justice may require.

(d) Monetary penalties shall not be assessed for violations that are the result of clerical errors.

(e) If the department determines that a violation has occurred, the department may issue a recommendation on the

imposition of a penalty, including a recommendation on the amount of the penalty.

(f) Within 14 days after the date the recommendation is issued, the department shall give written notice of the recommendation to the person owning or operating the facility or family home or to the controlling person, if applicable. The notice may be given by certified mail. The notice must include a brief summary of the alleged violation and a statement of the amount of the recommended penalty and must inform the person that the person has a right to a hearing on the occurrence of the violation, the amount of the penalty, or both the occurrence of the violation and the amount of the penalty.

(g) Within 20 days after the date the person receives the notice, the person in writing may accept the determination and recommended penalty of the department or may make a written request for a hearing on the occurrence of the violation, the amount of the penalty, or both the occurrence of the violation and the amount of the penalty.

(h) If the person accepts the determination and recommended penalty of the department or fails to respond to the notice in a timely manner, the department shall issue an order and impose the recommended penalty.

(i) If the person requests a hearing, the department shall set a hearing and give notice of the hearing to the person. The hearing shall be held by an administrative law judge of the State Office of Administrative Hearings. The administrative law judge shall make findings of fact and conclusions of law and issue a final decision finding that a violation has occurred and imposing a penalty or finding that no violation occurred.

(j) The notice of the administrative law judge's order given to the person under Chapter 2001, Government Code, must include a statement of the right of the person to judicial review of the order.

(k) Within 30 days after the date the administrative law judge's order becomes final as provided by Section 2001.144, Government Code, the person shall:

(1) pay the amount of the penalty;

(2) pay the amount of the penalty and file a petition for judicial review contesting the occurrence of the violation, the amount of the penalty, or both the occurrence of the violation and the amount of the penalty; or

(3) without paying the amount of the penalty, file a petition for judicial review contesting the occurrence of the violation, the amount of the penalty, or both the occurrence of the violation and the amount of the penalty.

(1) Within the 30-day period, a person who acts under Subsection (k)(3) may:

(1) stay enforcement of the penalty by:

(A) paying the amount of the penalty to the court for placement in an escrow account; or

(B) giving to the court a supersedeas bond that is approved by the court for the amount of the penalty and that is effective until all judicial review of the order is final; or

(2) request the court to stay enforcement of the penalty by:

(A) filing with the court a sworn affidavit of the person stating that the person is financially unable to pay the amount of the penalty and is financially unable to give the supersedeas bond; and

(B) giving a copy of the affidavit to the department by certified mail.

(m) On receipt of a copy of an affidavit under Subsection (1)(2), the department may file with the court, within five days after the date the copy is received, a contest to the affidavit. The court shall hold a hearing on the facts alleged in the affidavit as soon as

practicable and shall stay the enforcement of the penalty on finding that the alleged facts are true. The person who files an affidavit has the burden of proving that the person is financially unable to pay the amount of the penalty and to give a supersedeas bond.

(n) If the person does not pay the amount of the penalty and the enforcement of the penalty is not stayed, the department may refer the matter to the attorney general for collection of the amount of the penalty.

(o) Judicial review of the order:

(1) is instituted by filing a petition as provided by Subchapter G, Chapter 2001, Government Code; and

(2) is under the substantial evidence rule.

(p) If the court sustains the occurrence of the violation, the court may uphold or reduce the amount of the penalty and order the person to pay the full or reduced amount of the penalty. If the court does not sustain the occurrence of the violation, the court shall order that no penalty is owed.

(q) When the judgment of the court becomes final, the court shall proceed under this subsection. If the person paid the amount of the penalty and if that amount is reduced or is not upheld by the court, the court shall order that the appropriate amount plus accrued interest be remitted to the person. The rate of the interest is the rate charged on loans to depository institutions by the New York Federal Reserve Bank, and the interest shall be paid for the period beginning on the date the penalty was paid and ending on the date the penalty is remitted. If the person gave a supersedeas bond and if the amount of the penalty is not upheld by the court, the court shall order the release of the bond. If the person gave a supersedeas bond and if the amount of the penalty is reduced, the court shall order the release of the bond after the person pays the amount.

(r) A penalty collected under this section shall be sent to the comptroller for deposit in the general revenue fund.

(s) All proceedings under this section are subject to Chapter 2001, Government Code.

Added by Acts 1997, 75th Leg., ch. 1022, Sec. 43, eff. Sept. 1, 1997. Amended by Acts 1999, 76th Leg., ch. 1129, Sec. 4, eff. Sept. 1, 1999.

Amended by:

Acts 2005, 79th Leg., Ch. [268](#), Sec. 1.110(a), eff. September 1, 2005.

Acts 2007, 80th Leg., R.S., Ch. [1406](#), Sec. 42, eff. September 1, 2007.

Acts 2011, 82nd Leg., R.S., Ch. [1082](#), Sec. 9, eff. September 1, 2011.

#### SUBCHAPTER F. REGULATION OF EMPLOYER-BASED DAY-CARE FACILITIES

Sec. 42.151. DEFINITIONS. In this subchapter:

(1) "Employer-based day-care facility" means a day-care facility that is:

(A) operated by a small employer to provide care to not more than 12 children of the employer's employees; and

(B) located on the employer's premises.

(2) "Small employer" means a corporation, partnership, sole proprietorship, or other legal entity that employs fewer than 100 full-time employees.

Added by Acts 2007, 80th Leg., R.S., Ch. [1414](#), Sec. 2, eff. September 1, 2007.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. [89](#), Sec. 1, eff. September 1, 2009.

Sec. 42.152. PERMIT REQUIRED. (a) Except as provided by Subsection (b), a small employer may not operate an employer-based day-care facility unless the employer holds a permit issued by the department under this subchapter.

(b) A small employer is not required to obtain a permit to operate an employer-based day-care facility under this subchapter if the employer holds a license to operate a child-care facility that is issued by the department under Subchapter C. An employer that holds that license must comply with the applicable provisions of Subchapter C, the applicable rules of the department, and any specific terms of the license.

(c) Notwithstanding any other law, including Section 42.041, a small employer that holds a permit issued under this subchapter is not required to hold a license under Subchapter C to operate an employer-based day-care facility.

Added by Acts 2007, 80th Leg., R.S., Ch. [1414](#), Sec. 2, eff. September 1, 2007.

Sec. 42.153. APPLICATION; INITIAL INSPECTION AND BACKGROUND AND CRIMINAL HISTORY CHECKS. (a) The department shall develop and implement a streamlined procedure by which a small employer may apply for and be issued a permit to operate an employer-based day-care facility. The employer must submit an application for the permit to the department on a form prescribed by the department.

(b) Except as provided by Section 42.154, on receipt of a small employer's application for a permit, the department shall:

(1) conduct an initial inspection of the employer-based day-care facility to ensure that the

employer is able to comply with the provisions of this subchapter and that the facility complies with the fire safety and sanitation standards of the political subdivision in which the facility is located; and

(2) conduct a background and criminal history check on each prospective caregiver whose name is submitted as required by Section 42.159(a).

(c) The department may charge an applicant an administrative fee in a reasonable amount that is sufficient to cover the costs of the department in processing the application.

(d) The department shall process an application not later than the 30th day after the date the department receives all of the required information.

Added by Acts 2007, 80th Leg., R.S., Ch. [1414](#), Sec. 2, eff. September 1, 2007.

Sec. 42.154. CONVERSION OF LICENSE. (a) The department shall develop and implement a procedure by which a small employer that holds a license to operate a child-care facility that is issued under Subchapter C before September 1, 2007, may convert the license to a permit under this subchapter. The procedure must include an abbreviated application form for use by the employer in applying for the permit.

(b) The department may waive the requirements under Section 42.153(b) for an initial inspection or background and criminal history checks with respect to a facility operated by a small employer seeking to convert a license to a permit under this section if the department determines that previously conducted inspections or background and criminal history checks, as applicable, are sufficient to ensure the safety of children receiving care at the facility.

Added by Acts 2007, 80th Leg., R.S., Ch. [1414](#), Sec. 2, eff. September 1, 2007.

Sec. 42.155. PARENT OR GUARDIAN WITHIN IMMEDIATE VICINITY. An employer-based day-care facility operating under this subchapter may provide care only for a child whose parent or guardian:

- (1) is an employee of the small employer to which the permit to operate the facility was issued;
- (2) works within the same building in which the facility is located; and
- (3) is away from that building only for limited periods, as defined by department rules, during the hours the child is receiving care.

Added by Acts 2007, 80th Leg., R.S., Ch. [1414](#), Sec. 2, eff. September 1, 2007.

Sec. 42.156. CAREGIVER-TO-CHILD RATIO. An employer-based day-care facility operating under this subchapter shall maintain a caregiver-to-child ratio of at least one caregiver to every four children receiving care.

Added by Acts 2007, 80th Leg., R.S., Ch. [1414](#), Sec. 2, eff. September 1, 2007.

Sec. 42.157. MINIMUM STANDARDS. The department shall encourage an employer-based day-care facility operating under this subchapter to comply with the minimum standards applicable to a child-care facility licensed under Subchapter C.

Added by Acts 2007, 80th Leg., R.S., Ch. [1414](#), Sec. 2, eff. September 1, 2007.

Sec. 42.158. CAREGIVER QUALIFICATIONS. A caregiver employed by an employer-based day-care facility operating under this subchapter must:

- (1) be at least 18 years of age;
- (2) have received a high school diploma or its equivalent, as determined by the department;
- (3) receive at least the minimum training required for an employee of a licensed day-care center as prescribed by department rules in accordance with Sections 42.042(p) and 42.0421;
- (4) have a Child Development Associate or Certified Child-Care Professional credential or an equivalent credential, as determined by the department; and
- (5) not have been precluded from providing direct care or having direct access to a child by the department based on the results of a background and criminal history check conducted under Section 42.159.

Added by Acts 2007, 80th Leg., R.S., Ch. [1414](#), Sec. 2, eff. September 1, 2007.

Sec. 42.159. BACKGROUND AND CRIMINAL HISTORY CHECKS REQUIRED. (a) In accordance with rules adopted by the executive commissioner, a small employer shall, when applying for a permit under this subchapter and at least once during each 24 months after receiving that permit, submit to the department for use in conducting background and criminal history checks:

- (1) the name of any director of the employer-based day-care facility and the name of each caregiver employed at the facility to provide care to children; and
- (2) the name of each person 14 years of age or older who will regularly or frequently be staying or working at the facility while children are being provided care.

(b) The small employer shall also submit to the department for use in conducting background and criminal history checks the name of each prospective caregiver who will provide care to children at the facility or other prospective employee who will have direct access to those children.

(c) The department shall conduct background and criminal history checks using:

(1) the information provided under Subsection (a) or (b), as applicable;

(2) the information made available by the Department of Public Safety under Section 411.114, Government Code, or by the Federal Bureau of Investigation or other criminal justice agency under Section 411.087, Government Code; and

(3) the department's records of reported abuse and neglect.

(d) For purposes of Sections 411.114 and 411.087, Government Code:

(1) a small employer that applies for a permit is considered an applicant for a license under this chapter; and

(2) an employer-based day-care facility operating under a permit issued under this subchapter is considered a child-care facility licensed under this chapter.

(e) The department shall require the small employer to pay to the department a fee in an amount not to exceed the administrative costs the department incurs in conducting a background and criminal history check under this section.

Added by Acts 2007, 80th Leg., R.S., Ch. [1414](#), Sec. 2, eff. September 1, 2007.

Sec. 42.160. APPLICABILITY OF OTHER LAW. Except as otherwise provided by this subchapter, an employer-based day-care facility operating under this subchapter is not a child-care facility, as defined by Section 42.002, and the provisions of this chapter and the department's rules that apply to a child-care facility licensed under Subchapter C do not apply to an employer-based day-care facility.

Added by Acts 2007, 80th Leg., R.S., Ch. [1414](#), Sec. 2, eff. September 1, 2007.

Sec. 42.161. REPORTING OF INCIDENTS AND VIOLATIONS. An employer-based day-care facility operating under this subchapter and each employee of that facility are subject to the reporting requirements of Section 42.063 to the same extent a licensed child-care facility and employees of licensed child-care facilities are subject to that section.

Added by Acts 2007, 80th Leg., R.S., Ch. [1414](#), Sec. 2, eff. September 1, 2007.

Sec. 42.162. AUTHORITY TO CONDUCT LIMITED INSPECTIONS. (a) The department may inspect an employer-based day-care facility operating under this subchapter if the department receives a complaint or report of child abuse or neglect alleged to have occurred at the facility.

(b) If the department inspects an employer-based day-care facility as authorized by this section, the department may require the small employer operating the facility to take appropriate corrective action the department determines necessary to comply with the requirements of this subchapter and to ensure the health and safety of children receiving care at the facility. The department may continue to inspect the facility until corrective action is taken and for a reasonable time after that action is taken to ensure continued compliance.

(c) The department may charge a small employer issued a permit under this subchapter a reasonable fee for the cost of services provided by the department in formulating, monitoring, and implementing a corrective action plan under this section.

Added by Acts 2007, 80th Leg., R.S., Ch. [1414](#), Sec. 2, eff. September 1, 2007.

Sec. 42.163. SUSPENSION, DENIAL, OR REVOCATION. (a) The department may suspend, deny, or revoke a permit issued to a small employer under this subchapter if the employer does not comply with the provisions of this subchapter or any applicable department rules.

(b) The department may refuse to issue a permit under this subchapter to a small employer that had its authorization to operate a child-care facility issued under another subchapter revoked, suspended, or not renewed for a reason relating to child health or safety as determined by the department.

(c) An employer-based day-care facility is subject to the emergency suspension of its permit to operate and to closure under Section 42.073 to the same extent and in the same manner as a licensed child-care facility is subject to that section.

Added by Acts 2007, 80th Leg., R.S., Ch. [1414](#), Sec. 2, eff. September 1, 2007.

#### SUBCHAPTER G. REGULATION OF TEMPORARY SHELTER DAY-CARE FACILITIES

Sec. 42.201. DEFINITIONS. In this subchapter:

(1) "Shelter" means a supervised publicly or privately operated shelter or other facility that is designed to provide temporary living accommodations to

individuals and families, including a family violence shelter, a homeless shelter, and an emergency shelter. The term does not include a temporary facility established in response to a natural or other disaster.

(2) "Shelter care" means child care that is provided:

(A) to seven or more children under 14 years of age who temporarily reside at a shelter each with an adult who is related to the child by blood or who is the child's managing conservator;

(B) by a person who is not a temporary resident of a shelter; and

(C) while the adult described by Paragraph (A) is away from the shelter.

(3) "Shelter day-care facility" means a shelter that provides shelter care for not more than 24 hours a day, but at least four hours a day, three or more days a week.

Added by Acts 2011, 82nd Leg., R.S., Ch. [1082](#), Sec. 10, eff. September 1, 2012.

Sec. 42.202. PERMIT REQUIRED. (a) Except as provided by Subsections (b) and (e), a shelter may not provide shelter care unless the shelter holds a permit issued by the department under this subchapter.

(b) A shelter is not required to obtain a permit to provide shelter care under this subchapter if the shelter holds a license to operate a child-care facility that is issued by the department under Subchapter C. A shelter that holds that license must comply with the applicable provisions of Subchapter C, the applicable rules of the department, and any specific terms of the license.

(c) Notwithstanding any other law, including Section 42.041, a shelter that holds a permit issued under this

subchapter is not required to hold a license under Subchapter C to operate a shelter day-care facility.

(d) The department may not issue a permit under this subchapter to a shelter that provides child care to a child who is not a resident of the shelter. A shelter that provides child care described by this subsection must hold a license to operate a child-care facility issued under Subchapter C.

(e) A shelter is not required to obtain a permit under this subchapter or a license under Subchapter C if the shelter provides shelter care for:

(1) less than four hours a day or for less than three days a week; or

(2) six or fewer children.

Added by Acts 2011, 82nd Leg., R.S., Ch. [1082](#), Sec. 10, eff. September 1, 2012.

Sec. 42.203. APPLICATION; INITIAL INSPECTION AND BACKGROUND AND CRIMINAL HISTORY CHECKS. (a) The department shall develop and implement a streamlined procedure by which a shelter may apply for and be issued a permit to operate a shelter day-care facility. The shelter must submit an application for the permit to the department on a form prescribed by the department.

(b) Except as provided by Section 42.204, on receipt of a shelter's application for a permit, the department shall:

(1) conduct an initial inspection of the shelter day-care facility to ensure that the shelter is able to comply with the provisions of this subchapter and that the facility complies with the fire safety and sanitation standards of the political subdivision in which the facility is located; and

(2) conduct a background and criminal history check on each prospective caregiver whose name is submitted as required by Section 42.206(a).

(c) The department may charge an applicant an administrative fee in a reasonable amount that is sufficient to cover the costs of the department in processing the application.

(d) The department shall process an application not later than the 30th day after the date the department receives all of the required information.

Added by Acts 2011, 82nd Leg., R.S., Ch. [1082](#), Sec. 10, eff. September 1, 2012.

Sec. 42.204. CONVERSION OF LICENSE. (a) The department shall develop and implement a procedure by which a shelter that holds a license to operate a child-care facility that is issued under Subchapter C before September 1, 2012, may convert the license to a permit under this subchapter. The procedure must include an abbreviated application form for use by the shelter in applying for the permit.

(b) The department may waive the requirements under Section 42.203(b) for an initial inspection or background and criminal history checks with respect to a licensed child-care facility seeking to convert a license to a permit under this section if the department determines that previously conducted inspections or background and criminal history checks, as applicable, are sufficient to ensure the safety of children receiving care at the facility.

Added by Acts 2011, 82nd Leg., R.S., Ch. [1082](#), Sec. 10, eff. September 1, 2012.

Sec. 42.205. CAREGIVER QUALIFICATIONS AND TRAINING; CHILD-TO-CAREGIVER RATIOS. (a) The executive commissioner shall adopt rules that specify the minimum:

(1) qualifications and training required for a person providing child care in a shelter day-care facility; and

(2) child-to-caregiver ratios in a shelter day-care facility.

(b) In adopting rules under this section, the executive commissioner shall consider:

(1) the special circumstances and needs of families that seek temporary shelter; and

(2) the role of a shelter in assisting and supporting families in crisis.

Added by Acts 2011, 82nd Leg., R.S., Ch. [1082](#), Sec. 10, eff. September 1, 2012.

Sec. 42.206. BACKGROUND AND CRIMINAL HISTORY CHECKS REQUIRED. (a) In accordance with rules adopted by the executive commissioner, a shelter shall, when applying for a permit under this subchapter and at least once during each 24-month period after receiving that permit, submit to the department for use in conducting background and criminal history checks:

(1) the name of any director or prospective director of the shelter day-care facility and the name of each caregiver or prospective caregiver employed at the facility to provide care to children;

(2) the name of each person counted in child-to-caregiver ratios at the shelter day-care facility; and

(3) the name of each person 14 years of age or older who will have unsupervised access to one or more children while in the care of the shelter day-care facility.

(b) In addition to the requirements of Subsection (a), a shelter shall submit a complete set of fingerprints of each person required to undergo a criminal history check under Subsection (a) if:

(1) the person has lived outside the state at any time during the previous five years; or

(2) the shelter has reason to suspect that the person has a criminal history in another state.

(c) The department shall conduct background and criminal history checks using:

(1) the information provided under Subsection (a) or (b), as applicable;

(2) the information made available by the Department of Public Safety under Section 411.114, Government Code, or by the Federal Bureau of Investigation or another criminal justice agency under Section 411.087, Government Code; and

(3) the department's records of reported abuse and neglect.

(d) For purposes of Sections 411.114 and 411.087, Government Code:

(1) a shelter that applies for a permit is considered to be an applicant for a license under this chapter; and

(2) a shelter day-care facility operating under a permit issued under this subchapter is considered to be a child-care facility licensed under this chapter.

(e) The department shall require the shelter to pay to the department a fee in an amount not to exceed the administrative costs the department incurs in conducting a background and criminal history check under this section.

Added by Acts 2011, 82nd Leg., R.S., Ch. [1082](#), Sec. 10, eff. September 1, 2012.

Sec. 42.207. APPLICABILITY OF OTHER LAW. Except as otherwise provided by this subchapter, a shelter day-care facility operating under this subchapter is not a child-care facility, as defined by Section 42.002, and the provisions of this chapter and the department's rules that apply to a child-care facility licensed under Subchapter C do not apply to a shelter day-care facility.

Added by Acts 2011, 82nd Leg., R.S., Ch. [1082](#), Sec. 10, eff. September 1, 2012.

Sec. 42.208. REPORTING OF INCIDENTS AND VIOLATIONS. A shelter day-care facility operating under this subchapter and each employee of that facility are subject to the reporting requirements of Section 42.063 to the same extent a licensed child-care facility and employees of licensed child-care facilities are subject to that section.

Added by Acts 2011, 82nd Leg., R.S., Ch. [1082](#), Sec. 10, eff. September 1, 2012.

Sec. 42.209. AUTHORITY TO CONDUCT LIMITED INSPECTIONS. (a) The department may inspect a shelter day-care facility operating under this subchapter if the department receives a complaint or report of child abuse or neglect alleged to have occurred at the shelter day-care facility.

(b) If the department inspects a shelter day-care facility as authorized by this section, the department may require the facility to take appropriate corrective action the department determines necessary to comply with the requirements of this subchapter and to ensure the health and safety of children receiving care at the facility. The department may continue to inspect the facility until

corrective action is taken and for a reasonable time after that action is taken to ensure continued compliance.

(c) The department may charge a shelter issued a permit under this subchapter a reasonable fee for the cost of services provided by the department in formulating, monitoring, and implementing a corrective action plan under this section.

Added by Acts 2011, 82nd Leg., R.S., Ch. [1082](#), Sec. 10, eff. September 1, 2012.

Sec. 42.210. SUSPENSION, DENIAL, OR REVOCATION.

(a) The department may suspend, deny, or revoke a permit issued to a shelter under this subchapter if the shelter does not comply with the provisions of this subchapter or any applicable department rules.

(b) The department may refuse to issue a permit under this subchapter to a shelter that had its authorization to operate a child-care facility issued under another subchapter revoked, suspended, or not renewed for a reason relating to child health or safety as determined by the department.

(c) A shelter day-care facility is subject to the emergency suspension of its permit to operate and to closure under Section 42.073 to the same extent and in the same manner as a licensed child-care facility is subject to that section.

Added by Acts 2011, 82nd Leg., R.S., Ch. [1082](#), Sec. 10, eff. September 1, 2012.

## LANCASTER CITY COUNCIL

### City Council Special Meeting

8.

**Meeting Date:** 12/04/2017

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

**Goal(s):** Professional & Committed City Workforce

**Submitted by:** Sorangel O. Arenas, City Secretary

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### **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 Special Meeting

9.

**Meeting Date:** 12/04/2017

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

**Goal(s):** Professional & Committed City Workforce

**Submitted by:** Sorangel O. Arenas, City Secretary

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#### **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.