



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

Monday, July 27, 2020 - 7:00 PM



While a quorum of Councilmembers will be physically present at City Hall, one or more Councilmembers may attend via video or audio link due to the COVID-19 emergency situation.

IMPORTANT NOTICE: Due to the COVID-19 (coronavirus) state of emergency and consistent with the Governor's Order regarding modifications to the Texas Open Meetings Act ("TOMA"), and executive orders regarding the public will not be admitted to the physical meeting location.

Citizens Comments items, respectively, and may made by filling out a citizens comment form prior to 5:00p.m., and by joining the Zoom Webinar prior to 7:00p.m.

Register in advance for this webinar:

https://us02web.zoom.us/webinar/register/WN_19uMtGTDQSCWV5B3ju4I5Q

The meeting will be broadcast live via video at the following address:

<http://www.lancaster-tx.com/324/Watch-Meetings>

5:30 P.M. DINNER:

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

7:00 P.M. SPECIAL WORK SESSION:

CALL TO ORDER

1. Receive a presentation from Community Waste Disposal regarding refuse and recycling services.

ADJOURN SPECIAL WORK SESSION

7:10 P.M. REGULAR MEETING:

CALL TO ORDER

INVOCATION: Ministerial Alliance

PLEDGE OF ALLEGIANCE: Councilmember Nina Morris

CITIZENS' COMMENTS:

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

CONSENT AGENDA:

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

1. Consider approval of minutes from the City Council Special Meeting held on June 26-27, 2020, Regular Meeting on July 13, 2020 and Special Meeting held on July 20, 2020.
2. Consider a resolution authorizing agreements for the Fiscal Year 2020/2021 Employee Benefit Providers and Administrators.
3. Consider a resolution approving guidelines for filming in the City of Lancaster and to support the submission of participation in the Film Friendly Texas program of the Texas Film Commission (TFC).
4. Consider a resolution supporting the Wyland National Mayor's Water Conservation Challenge encouraging residents to explore ways to manage residential consumption of water and power, and inspire residents to care for natural resources.
5. Consider a resolution approving the terms and conditions of a professional services agreement between the City of Lancaster and Saint Vincent de Paul for the administration of the Lancaster Emergency Assistance Program funded through the Coronavirus Aid, Relief, and Economic Security(CARES) Act.
6. Consider a resolution acknowledging Black Lives Matter, condemning racism, and honoring the lives of Ahmad Arbery, Breonna Taylor, and George Floyd.
7. Consider a resolution approving the terms and conditions of an agreement with Reynolds Asphalt Company through the utilization of an Interlocal Agreement with the City of Grand Prairie for the reconstruction of a portion of West Main Street between Beltline Road and Houston School Road Phase I in an amount not to exceed six hundred seventy-four thousand seven hundred fifty-one dollars (\$674,751.00).
8. Consider a resolution approving the terms and conditions of an agreement with Reynolds Asphalt Company through the utilization of an Interlocal Agreement with the City of Grand Prairie for the reconstruction of a portion of Houston School Road between Pleasant Run Road and Beltline Road in an amount not to exceed nine hundred fifty-seven thousand sixteen dollars and twenty cents (\$957,016.20).

PUBLIC HEARING:

9. M20-05 Conduct a public hearing and consider a request rescinding Ordinance No. 10-92 that granted a Specific Use Permit (SUP) for a machine shop on the property addressed as 2530 Hulette Avenue, being approximately a \pm .596 acre tract described as Lot 8, Block D, Brownlee Park #2 Addition, City of Lancaster, Dallas County, Texas.
10. Z20-05A Conduct a public hearing and consider a zoning change from Agricultural Open (AO) to Retail (R) for the property located on the northeast corner of North Houston School Road and West Pleasant Run Road. The properties are addressed as 2281 West Pleasant Run Road and 1520 North Houston School Road and described as being a 4.7 acre tract of land situated in the William Fleming Survey, Abstract Number 466, City of Lancaster, Dallas County Texas.
11. Z20-05B Conduct a public hearing and consider a Specific Use Permit (SUP) for eight (8) fuel pumps for the property located on the northeast corner of North Houston School Road and West Pleasant Run Road. The property is addressed as 2281 West Pleasant Run Road and 1520 North Houston School Road and described as being a 4.7 acre tract of land situated in the William Fleming Survey, Abstract Number 466, City of Lancaster, Dallas County Texas.

ADJOURNMENT

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

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

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

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

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

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

Certificate

I hereby certify the above Notice of Meeting was posted at the Lancaster City Hall on July 24, 2020 @ 6:50 p.m. and copies thereof were provided to the Mayor, Mayor Pro-Tempore, Deputy Mayor Pro-Tempore and Council members.

A handwritten signature in blue ink, appearing to read "Sorangel O. Arenas", is positioned above a horizontal line.

Sorangel O. Arenas
City Secretary

LANCASTER CITY COUNCIL

A City Council Special Work Session

1.

Meeting Date: 07/27/2020

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

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

Submitted by: Fabrice Kabona, Assistant City Manager

Agenda Caption:

Receive a presentation from Community Waste Disposal regarding refuse and recycling services.

Background:

On December 14, 2015, the City of Lancaster entered into a contract with Community Waste Disposal (CWD) to provide refuse, recyclable materials, bulk and brush collection services within the city. The term of the contract is from February 1, 2016, through December 31, 2022. The contract can be renewed for one (1) additional three (3) year term unless either party gives written notice of election not to renew the contract to the other party, not less than one hundred eighty (180) days prior to the expiration of the original contract term or the first additional three (3) year term.

Pursuant to Article II Section 21.00 of the Solid Waste & Recycling Services contract with CWD, City Council shall annually receive a presentation regarding solid waste and recycling services.

LANCASTER CITY COUNCIL

A City Council Regular Meeting

1.

Meeting Date: 07/27/2020

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

Goal(s): Professional and Committed City Workforce

Submitted by: Sorangel O. Arenas, City Secretary

Agenda Caption:

Consider approval of minutes from the City Council Special Meeting held on June 26-27, 2020, Regular Meeting on July 13, 2020 and Special Meeting held on July 20, 2020.

Background:

Attached for your review and consideration are minutes from the City Council Special Meeting held on June 26-27, 2020, Regular Meeting on July 13, 2020 and Special Meeting on July 20, 2020.

Attachments

June 26-27, 2020 Special Meeting Minutes

July 13, 2020 Regular Meeting Minutes

July 20, 2020 Special Meeting Minutes

MINUTES

LANCASTER CITY COUNCIL MEETING OF JUNE 26 & JUNE 27, 2020

The City Council of the City of Lancaster, Texas, met on June 26, 2020 in a Special Session for the first day of strategic planning at the Lancaster Recreation Center, 1700 Veterans Memorial Parkway, Lancaster, Texas at 8:30 a.m. with a quorum present to-wit:

Councilmembers Present:

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

City Staff Present:

Opal Mauldin-Jones, City Manager
Sorangel O. Arenas, City Secretary
David T. Ritter, City Attorney (arrived during lunch)

Call to Order:

Mayor Hairston called the meeting to order at 8:45 a.m. on June 26, 2020. The City Council met on the first of a two-day strategic planning session.

Facilitator David Eisenlohr, The Azimuth Group, and Mike Conduff, The Elim Group, welcomed everyone and reviewed the agenda for the two day strategic planning session. They provided an overview and ground rules of the expectations set for the meeting.

Facilitator Eisenlohr asked participants to share their expectations for the planning session.

Facilitator Conduff led a discussion on The Five Behaviors of a Cohesive Team and continuation of the Council's work on improving communication, teamwork, and collaborative decision making.

City Council recessed for a break at 10:30 a.m.

Facilitator Conduff continued discussion on The Five Behaviors.

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

Facilitator Eisenlohr led discussion on how to continue building a stronger Council and staff organization. As well, he provided an understanding and application of the DiSC profile results to support effective governance.

City Council reviewed and discussed Councils' Rules and Procedures. City Council provided revisions to City Attorney Ritter.

City Council recessed for a break at 3:00 p.m.

Facilitator Eisenlohr conducted discussion on the Equity Inclusion proclamation and resolution.

Facilitators Eisenlohr and Conduff provided a recap on the first day of a two day strategic planning session.

Mayor Hairston recessed the meeting at 4:51 p.m.

MINUTES

The City Council of the City of Lancaster, Texas, met on June 27, 2020 in a Special Session for the second day of strategic planning at the Lancaster Recreation Center, 1700 Veterans Memorial Parkway, Lancaster, Texas at 8:00 a.m. with a quorum present to-wit:

Councilmembers Present:

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

City Staff Present:

Opal Mauldin-Jones, City Manager
Sorangel O. Arenas, City Secretary

Mayor Hairston reconvened at 8:03 a.m.

Facilitators Eisenlohr and Conduff opened the second day of the planning session and reflected on day one results.

Facilitator Eisenlohr led the discussion for the residential development focus session. Identify key challenges and expectations for attraction of new residential growth.

City Council recessed for a break at 10:15 a.m.

City Council reviewed and updated the statues of the current objectives and identified new and revised goals.

Facilitator Eisenlohr conducted discussion with an online ranking and validation of strategic priorities in light of potential revenue constraints.

City Council recessed for lunch at 11:30 a.m.

Facilitators Eisenlohr and Conduff opened dialog and shared the availability to facilitate any discussion on additional topics of interest.

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

The meeting was adjourned at 2:45 p.m.

ATTEST:

Sorangel O. Arenas, City Secretary

APPROVED:

Clyde C. Hairston, Mayor

MINUTES
LANCASTER CITY COUNCIL REGULAR MEETING OF JULY 13, 2020

The City Council of the City of Lancaster, Texas, met in a called Regular Meeting in the Council Chambers of City Hall on July 13, 2020, at 7:00 p.m. with a quorum present to-wit:

Councilmembers Present:

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

Councilmembers Absent:

Marco Mejia
Nina Morris

City Staff Present:

Opal Mauldin-Jones, City Manager
Ron Gleaves, Information Technology Manager
David T. Ritter, City Attorney
Sorangel O. Arenas, City Secretary

Call to Order:

Mayor Hairston called the meeting to order at 7:00 p.m. on July 13, 2020.

Invocation:

Bishop Clyde C. Hairston of Miracle Temple Fellowship Church gave the invocation.

Pledge of Allegiance:

Mayor Pro Tem Racheal Hill led the pledge of allegiance.

Citizens Comments:

Dori Lee, 211 N. Henry St. shared employee recognition of Aaron Denman, Senior Code Officer and Code Enforcement Department Employees.

Consent Agenda:

City Secretary Arenas read the consent agenda.

1. **Consider approval of minutes from the City Council Special Meeting held on June 1, 2020, and Regular Meeting on June 22, 2020.**
2. **Consider a resolution authorizing the City Manager to execute commercial and non-commercial leases, ground leases, assignments and assumptions of ground leases, and terminal space leases at the Lancaster Regional Airport from August 1, 2020 to July 31, 2021.**
3. **Consider a resolution approving the terms and conditions of the Texas Department of Transportation (TxDOT) Aviation Grant for the Coronavirus Aid, Relief, and Economic Security (CARES) Act funding.**

4. **Consider a resolution approving the Texas Department of Transportation (TXDOT) Advanced Funding Agreement (Green Ribbon Project) for the installation of landscape and related improvement along Dallas Avenue (State Highway 342) from Cedardale Road to Alexander Avenue in an amount not to exceed two million two hundred seventy-eight thousand nine hundred seventy-eight dollars and eighty cents (\$2,278,978.80).**

MOTION: Councilmember Jaglowski made a motion, seconded by Councilmember Strain-Burk to approve consent items 2 and 3. The roll call vote was cast 5 for, 0 against. [Mejia and Morris absent].

1. **Consider approval of minutes from the City Council Special Meeting held on June 1, 2020, and Regular Meeting on June 22, 2020.**

Mayor Hairston clarified that changes to the minutes are on the dais. Councilmember Jaglowski asked for clarification on the minutes being considered. City Attorney Ritter clarified the changes.

4. **Consider a resolution approving the Texas Department of Transportation (TXDOT) Advanced Funding Agreement (Green Ribbon Project) for the installation of landscape and related improvement along Dallas Avenue (State Highway 342) from Cedardale Road to Alexander Avenue in an amount not to exceed two million two hundred seventy-eight thousand nine hundred seventy-eight dollars and eighty cents (\$2,278,978.80).**

City Manager Mauldin-Jones shared this was a Texas Department of Transportation (TXDOT) Advanced Funding Agreement (Green Ribbon Project) for the installation of landscape and related improvement along Dallas Avenue (State Highway 342) from Cedar Dale Road to Alexander Avenue in an amount not to exceed two million two hundred seventy-eight thousand nine hundred seventy-eight dollars and eighty cents (\$2,278,978.80).

Councilmember Strain-Burk asked when the item will come back to Council. City Manager Mauldin-Jones shared it would be around 90 days.

MOTION: Councilmember Jaglowski made a motion, seconded by Councilmember Strain-Burk to approve items 1 and 4. The roll call vote was cast 5 for, 0 against. [Mejia and Morris absent].

- 5 **Discuss and consider a resolution authorizing the City Manager to execute a development agreement between the City of Lancaster and Lancaster Mills, L.P. relating to building materials for the development of the Lancaster Mills property located south of Redbud Street and Main Street, west of Stewart Street and north of Belt Line Road, approximately 720 feet east of Belt Line Road, the property is about 60.59 acres in size. The property is more particularly described as being located in the Bader Survey, Abstract No. 172 in the City of Lancaster, Dallas County, Texas.**

- 6 Z20-04 Discuss and consider an ordinance amending the Lancaster Mills General Development Plan and certain standards from the Mills Branch Overlay District (MBOD) pertaining to Lancaster Mills to allow modifications to the development criteria. The property is located south of Redbud Street and Main Street, west of Stewart Street and north of Belt Line Road, approximately 720 feet east of Belt Line Road, and is about 60.59 acres in size. The property is more particularly described as property located in the Bader Survey, Abstract No. 172 in the City of Lancaster, Dallas County, Texas.**

Mayor Hairston shared that the applicant requested to table item 5 and 6 for the next council meeting.

MOTION: Councilmember Strain-Burk made a motion, seconded by Councilmember Jaglowski to adjourn. The vote was cast 5 for, 0 against. [Mejia and Morris absent]. .

The meeting was adjourned at 7:17 p.m.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

MINUTES

LANCASTER CITY COUNCIL SPECIAL MEETING OF JULY 20, 2020

The City Council of the City of Lancaster, Texas, met in a called Special Session in the Council Chambers of City Hall on July 20, 2020 at 7:00 p.m. with a quorum present to-wit:

Councilmembers Present:

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

City Staff Present:

Opal Mauldin-Jones, City Manager
Fabrice Kabona, Assistant City Manager
Vicki Coleman, Director of Development Services
Sean Johnson, Director of Quality of Life and Cultural Services
Jermaine Sapp, Equipment and Facilities Services
Shane Shepard, Director of Economic Development
Carey Neal, Assistant to the City Manager
David T. Ritter, City Attorney
Sorangel O. Arenas, City Secretary

Call to Order:

Mayor Hairston called the meeting to order at 7:00 p.m. on July 20, 2020

Public Testimony:

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

There were no speakers.

- 1. Discuss and consider a resolution authorizing the City Manager to execute a development agreement between the City of Lancaster and Lancaster Mills, L.P. relating to building materials for the development of the Lancaster Mills property located south of Redbud Street and Main Street, west of Stewart Street and north of Belt Line Road, approximately 720 feet east of Belt Line Road, the property is about 60.59 acres in size. The property is more particularly described as being located in the Bader Survey, Abstract No. 172 in the City of Lancaster, Dallas County, Texas.**

City Manager shared this item is related to zoning case Z20-04, an amendment to the existing Lancaster Mills General Development Plan (Resolution 2005-10-92) and certain standards from the Mills Branch Overlay District (MBOD) pertaining to Lancaster Mills to allow modifications to

the development criteria. The purpose of this development agreement is to ensure the General Development Plan develops utilizing the building materials for proposed homes as identified in the Mills Branch Overlay District. On September 1, 2019, the Texas Legislature passed House Bill 2439 which generally prohibits local governments from enforcing local codes concerning building materials on commercial and residential properties. However, developers may enter into agreements with Texas cities to specify building materials; these agreements do not violate H.B. 2439 and are enforceable. The development agreement specifies building materials for the development as depicted on Exhibit B of the Development Agreement.

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

- 2. Z20-04 Discuss and consider an ordinance amending the Lancaster Mills General Development Plan and certain standards from the Mills Branch Overlay District (MBOD) pertaining to Lancaster Mills to allow modifications to the development criteria. The property is located south of Redbud Street and Main Street, west of Stewart Street and north of Belt Line Road, approximately 720 feet east of Belt Line Road, and is about 60.59 acres in size. The property is more particularly described as property located in the Bader Survey, Abstract No. 172 in the City of Lancaster, Dallas County, Texas.**

City Manager shared this item amends the Lancaster Mills General Development Plan and certain standards from the Mills Branch Overlay District (MBOD) pertaining to Lancaster Mills to allow modifications to the development criteria. The property is located south of Redbud Street and Main Street, west of Stewart Street and north of Belt Line Road, approximately 720 feet east of Belt Line Road, and is about 60.59 acres in size. This is a request to amend the Lancaster Mills General Development Plan, and certain standards from the Mills Branch Overlay District (MBOD) pertaining to Lancaster Mills, to allow for modifications.

MOTION: Councilmember Strain-Burk made a motion, seconded by Councilmember Jaglowski to approve item 2. A roll call vote was cast 6 for, 1 against. [Mejia]

- 3. Receive a presentation on the Disaster Provision in the Senate Bill 2 (SB2).**

City Manager shared that the COVID-19 pandemic and the emergency orders issued by local, county, state and national officials have caused a devastating effect on the economy and will continue to severely impact city government resources and its ability to effectively provide municipal services. Section 26.04(c-1) of the Texas Tax Code provides the authority to trigger the disaster provision of Senate Bill 2 (SB2), impacting the voter-approval tax rate and budget process if any part of the City is located in an area declared a disaster area during the current tax year by the governor or by the president of the United States. City Council received a presentation regarding the disaster provision in Senate Bill 2.

Councilmember Mejia requested clarification on the voter-approved tax rate. City Manager Mauldin-Jones clarified that approving this resolution is not the same as increasing the tax rate.

Councilmember Jaglowski confirmed that this would include this 2020-2021 Budget. City Manager confirmed.

Councilmember Strain-Burk asked if by approving this resolution it will allow council to use the tool. City Manager Mauldin-Jones confirmed.

MOTION: Councilmember Strain-Burk made a motion, seconded by Councilmember Jaglowski to approve item 3. A roll call vote was cast 7 for, 0 against.

MOTION: Councilmember Strain-Burk made a motion, seconded by Mayor Pro Tem Hill to adjourn.

The meeting was adjourned at 7:24 p.m.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

LANCASTER CITY COUNCIL

A City Council Regular Meeting

2.

Meeting Date: 07/27/2020

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

Goal(s): Professional and Committed City Workforce

Submitted by: Dori Lee, Human Resources Director

Agenda Caption:

Consider a resolution authorizing agreements for the Fiscal Year 2020/2021 Employee Benefit Providers and Administrators.

Background:

At the Monday, July 20, 2020 Work Session, City Council received a presentation from Andrew Weegar with HUB International providing an overview of the 2020/2021 proposed health insurance plan.

The City released a Request For Proposals (RFP) to provide the City with competitive proposals for fully insured medical, fully insured dental, and fully insured vision.

For the 2019/2020 renewal, the City of Lancaster experienced a 72% loss ratio at the time of the renewal which was below the projected insurance carrier target loss ratio of 85%. HUB International, our insurance consultant, was able to re-negotiate the renewal to a 3% decrease to premium rates.

Over the past 12 months, the City has experienced an increase in its loss ratio to 102%. Due to the ongoing risk liability in regards to large claimant spending, Blue Cross Blue Shield of Texas(BCBS) initially provided the City a 13.5%, or +\$378,372 increase for the plan year. HUB International was able to re-negotiate the renewal to a 5.8%, or +\$163,420 increase and is recommending accepting the renewal due to competitiveness of the offer vs actuarial projections and to preserve the City's long term carrier history. Furthermore, the City's plan of benefits are in line with HUB International's municipal benchmark cities like the City of Duncanville, Keller, Rockwall, Rowlett, and the Colony. We recommend to continue the City's current plan designs.

The City currently offers a High Deductible Health Plan (HDHP) and Health Savings Account (HSA) plan option to assist in controlling future health care costs. The City also continued premium incentives for employees who received an annual physical and who didn't use tobacco.

The City currently contributes \$1,210 for employee and \$2,420 for employee/family to the employee health savings account (HSA).

We have the following premium incentives:

- Spouse surcharge \$25/month
- Tobacco surcharge \$80/month
- Annual wellness physical \$80/month

Health Insurance

The best and final renewal offer from BCBS represents a +5.8% increase or \$163,420 increase to the City.

Recommendations for the health plan for 2020/2021 plan year include:

- The City currently subsidizes 100% of the employee only cost for the HDHP and 53.8% for dependents across all plans. It is proposed to not change the employee rates and to increase dependent subsidy levels on all plans to 56.3%. It is recommended to lower the HSA employer funding to \$750 for employee and \$1,500 for dependents for the 2020/2021 plan year.
- Continue Spousal Surcharge and increase to \$50 per month to employees who spouses are working and have coverage offered through their employer. This surcharge is put into place to encourage those participants eligible for other group coverage to take advantage of that coverage. Additionally, it allows the City to keep its medical plans more affordable.
- Contract with Scott & White for the City's wellness program. This program includes Health Risk Assessments, Fitness and Nutrition Tools, Wellness Workshops, Incentive Management, and Employer and Employee Risk Factor reporting.
- Continue annual physical and tobacco surcharge of \$80 per month. These surcharges are put into place to increase participation in wellness screenings and reduce tobacco utilizers that are enrolled in the City's health plan.
- Continue Alight for those who are enrolled in the High Deductible Health Plan. This service provides employees and dependents with pricing and quality information for hospitals, physicians, pharmacy and dental services.

Dental Insurance

The City currently contracts with MetLife for Dental Insurance who presented a 8%, or +\$12,211 increase. Due to unfavorable claims experience the City released an RFP for competitive offers. Of the offers received, the most competitive rates were 20% above the current rate with smaller networks that would cause disruption for employees. The recommendation is to renew with MetLife for the 2020/2021 plan year.

Flexible Spending Account (FSA)

A Flexible Spending Account (FSA) allows an employee to set aside a portion of his or her earnings to pay for qualified expenses as established in the cafeteria plan, most commonly for medical expenses, but often for dependent care or other expenses. Money deducted from an employee's pay into an FSA is not subject to payroll taxes, resulting in a substantial payroll tax savings. The City received a rate pass and the recommendation is to renew with Discovery Benefits for the 2020/2021 plan year.

Health Savings Account (HSA)

A Health Savings Account (HSA) is a tax-advantaged medical savings account available to employees enrolled in a high-deductible health plan. The funds contributed to this account are not subject to federal income tax at the time of deposit. However, HSA funds may only be used to pay for qualified medical expenses. The City currently utilizes HSA Bank to administer the account. HSA Bank presented a rate pass with no changes to benefits. The recommendation is to continue with HSA Bank for the 2020/2021 plan year.

Ancillary Insurance

The City currently utilizes BCBS to provide Basic Life, Optional Life, Short Term Disability and Long Term Disability insurance to employees. The City completed its first year of a 2 year rate guarantee. Renewal with BCBS is recommended for the 2020/2021 plan year. Employee Assistance Program Employee Assistance Programs (EAPs) are employee benefit programs offered by many employers, typically in conjunction with a health insurance plan. EAPs are intended to help employees deal with problems that might adversely impact their work performance, health, and well-being. Alliance Work Partners presented a rate pass and renewal with Alliance Work Partners is recommended for the 2020/2021 plan year.

Vision

The City currently contracts with Avesis for Voluntary Vision Insurance. Due to employee feedback regarding the limited network, the City released an RFP for competitive offers. It is recommended to contract with Surency with a -10%, or \$2,043 decrease. Surency was able to closely match current vision benefits and secure rates for 4 years. Surency's vision network, EyeMed is the largest network in the nation.

COBRA Administration

The City offers employees the opportunity to continue temporarily their group health coverage under the City's plan if their coverage otherwise would cease due to termination, layoff, or other change in employment status. The City utilizes Flores & Associates and the City completed its second year of a five-year rate guarantee. Renewal with Flores & Associates for COBRA Administration is the recommendation for the 2020/2021 plan year.

City Council will receive a presentation from HUB International.

Legal Considerations:

The City Attorney has reviewed and approved the resolution as to form. All agreements will be reviewed and approved by the City Attorney for City Manager signature.

Public Information Considerations:

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

Fiscal Impact:

The total health care cost increase to the City of Lancaster is approximately \$73,494, after HSA contribution adjustments and the City would fund approximately 82.1% of total healthcare costs.

Options/Alternatives:

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

Recommendation:

Staff recommends remaining with current providers for medical, dental, and for all renewing policies and plans, no plan design changes, no employee rate changes, and decrease HSA funding to \$750 for employee and \$1,500 for family. Changing voluntary vision providers to Surency. The total health care cost increase to the City of Lancaster is approximately \$73,494 and the City would fund approximately 82.1% of total healthcare costs.

Attachments

Resolution

Analysis

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, AUTHORIZING THE CITY OF LANCASTER TO ENTER INTO AGREEMENTS WITH EMPLOYEE BENEFIT PROVIDERS AND/OR ADMINISTRATORS AS FOLLOWS: (1) BLUE CROSS BLUE SHIELD FOR MEDICAL ADMINISTRATION WITH A HEALTH SAVINGS ACCOUNT (HSA) OPTION; (2) METLIFE FOR DENTAL BENEFIT ADMINISTRATION; (3) SURENCY FOR VISION BENEFIT ADMINISTRATION AND RENEWAL OF AGREEMENTS WITH (4) DEARBORN NATIONAL FOR SHORT TERM DISABILITY INSURANCE; (5) FLORES & ASSOCIATES FOR COBRA BENEFIT ADMINISTRATION; AND (6) ALLIANCE WORK PARTNERS FOR EMPLOYEE ASSISTANCE PROGRAM ADMINISTRATION; AUTHORIZING EXECUTION OF ANY NECESSARY CONTRACTS AND DOCUMENTS PURSUANT TO THIS RESOLUTION BY THE CITY MANAGER; REPEALING ALL RESOLUTIONS IN CONFLICTS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lancaster provides medical insurance and other benefits to employees; and

WHEREAS, in accordance with Texas competitive bidding laws, a request for proposals was sent out to obtain proposals for the provision of insurance and benefit services and administration to determine the best qualified and most cost effective solutions for the City; and

WHEREAS, the City of Lancaster has determined that the respective companies offer the best insurance and benefit solutions and desires to contract with them to provide the designated benefits and services to City employees.

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

SECTION 1. The City Council authorizes: (1) acceptance of Bid No. 2020-42 to Blue Cross Blue Shield for medical benefit administration with a Health Savings Account (HSA) option; (2) Metlife for dental benefit administration; (3) Surency for vision benefit administration. Renewal of Bid No. 2017-7 (4) Dearborn National for short term disability insurance; (5) Flores & Associates for Cobra benefit administration; and (6) Alliance Work Partners for employee assistance program administration, in accordance with fiscal year 2020-2021 plans; and authorizes the City Manager to execute any necessary contracts and documents in conformance with this resolution, after approval as to form by the City Attorney.

SECTION 2. Any prior Resolution of the City Council in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

SECTION 3. Should any part of this Resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

SECTION 4. 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 27th day of July 2020.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David Ritter, City Attorney



2020/2021 Contributions – Proposed BCBSTX

Enrollment		Unit Costs			
HSA \$3,000/100%	Full Time Employees	Medical Rate	City Contribution (\$)	City Contribution (%)	Employee Contribution (\$)
Employee	154	\$531.70	\$531.70	100.0%	\$0.00
+ Spouse	14	\$638.39	\$359.56	56.3%	\$278.83
+ Children	27	\$531.95	\$299.61	56.3%	\$232.34
+ Family	27	\$1,278.89	\$720.32	56.3%	\$558.57
Premium Contributions	154	\$1,676,543.28	\$1,373,445.00	81.9%	\$303,098.28
Total HSA Contributions		\$166,500.00	\$166,500.00	100.0%	\$0.00
Total Contributions		\$1,843,043.28	\$1,539,945.00	83.55%	\$303,098.28

HSA Contribution Amounts

Employee	\$750
Family	\$1,500

Total Employee Rates		
Total Employee Contribution (\$)	Total Monthly Employee Change From Current (\$)	Total Monthly Employee Change From Current (%)
\$0.00	\$0.00	n/a
\$278.83	\$0.00	0.0%
\$232.34	\$0.00	0.0%
\$558.57	\$0.00	0.0%

HMO	Full Time Employees	Medical Rate	City Contribution (\$)	City Contribution (%)	Employee Contribution (\$)
Employee	83	\$648.43	\$622.98	96.1%	\$25.45
+ Spouse	3	\$778.54	\$438.51	56.3%	\$340.03
+ Children	19	\$648.70	\$365.37	56.3%	\$283.33
+ Family	6	\$1,559.61	\$878.43	56.3%	\$681.18
Premium Contributions	83	\$934,059.24	\$782,825.76	83.8%	\$151,233.48

Total Employee Contribution (\$)	Total Monthly Employee Change From Current (\$)	Total Monthly Employee Change From Current (%)
\$25.45	\$0.00	0.0%
\$365.48	\$0.00	0.0%
\$308.78	\$0.00	0.0%
\$706.63	\$0.00	0.0%

PPO	Full Time Employees	Medical Rate	City Contribution (\$)	City Contribution (%)	Employee Contribution (\$)
Employee	28	\$718.73	\$548.59	76.3%	\$170.14
+ Spouse	4	\$862.94	\$486.03	56.3%	\$376.91
+ Children	6	\$719.05	\$404.99	56.3%	\$314.06
+ Family	1	\$1,728.70	\$973.66	56.3%	\$755.04
Premium Contributions	28	\$355,430.40	\$248,498.88	69.9%	\$106,931.52

Total Employee Contribution (\$)	Total Monthly Employee Change From Current (\$)	Total Monthly Employee Change From Current (%)
\$170.14	\$0.00	0.0%
\$547.05	\$0.00	0.0%
\$484.20	\$0.00	0.0%
\$925.18	\$0.00	0.0%

All Plans	Full Time Employees	Total Medical Cost	City Contribution (\$)	City Contribution (%)	Employee Contribution (\$)
Total Contributions - All Plans	265	\$3,132,532.92	\$2,571,269.64	82.1%	\$561,263.28
\$ Change from Current		\$61,283.64	\$61,283.64		\$0.00
% Change from Current		2%	2%		0%

LANCASTER CITY COUNCIL

A City Council Regular Meeting

3.

Meeting Date: 07/27/2020

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

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

Submitted by: Carey Neal, Assistant to the City Manager

Agenda Caption:

Consider a resolution approving guidelines for filming in the City of Lancaster and to support the submission of participation in the Film Friendly Texas program of the Texas Film Commission (TFC).

Background:

Film Friendly Texas program is a certification and marketing program administrated by the Texas Film Commission. Film Friendly Texas certified communities receive ongoing training and guidance from the Texas Film Commission regarding media industry standards, best practices and how to effectively accommodate media production in their communities. The Film Friendly Texas program serves as an invaluable resource that helps position Texas as a premier destination for media production. There are three steps that must be taken to participate in the Film Friendly Texas Program. Those three steps are to:

1. Attend a Film Friendly Texas workshop hosted by the Texas Film Commission. (completed)
2. Passage of administratively enforceable filming guidelines.
3. Submission of photographs of area locations for inclusion in the Texas Film Commission locations database.

In fiscal year 2017/2018 Council identified the need to asses a fee for the use of public property and land in commercial films as a strategic goal and objective. As a result, Council amended the Master Fee Schedule to allow the City to receive a fee for the use of public property and land in commercial films by Council approved Resolution 2018-09-72.

Legal Considerations:

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

Public Information Considerations:

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

Options/Alternatives:

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

Recommendation:

Staff recommends approval of the resolution, as presented.

Attachments

Resolution

Exhibit A

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE GUIDELINES FOR FILMING IN THE CITY OF LANCASTER AND SUPPORTING THE PARTICIPATION IN THE FILM FRIENDLY TEXAS PROGRAM OF THE TEXAS FILM COMMISSION (TFC).

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 guidelines for filming in the City of Lancaster, which is attached hereto and incorporated herein as Exhibit "A".

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

SECTION 3. If any article, paragraph, subdivision, clause or provision of this resolution, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such 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 27th day of July, 2020.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

Film Policy

GUIDELINES FOR FILMING IN LANCASTER, TEXAS

- I. PURPOSE
- II. CITY CONTROL/CITY MANAGER AUTHORITY
- III. PERMIT REQUIREMENTS
- IV. FEES
- V. NATURE OF FILM
- VI. USE OF CITY EQUIPMENT AND PERSONNEL
- VII. USE OF CITY PROPERTY
- VIII. SPECIAL EQUIPMENT AND VEHICLES
- IX. HOURS OF FILMING
- X. NOTIFICATION OF NEIGHBORS
- XI. CERTIFICATE OF INSURANCE
- XII. LIABILITY
- XIII. INDEMNIFICATION

Guidelines for Filming in Lancaster, Texas

I. PURPOSE

The following guidelines are intended to protect the personal and property rights of our Lancaster, Texas residents and businesses. The City Manager (or his/her designee) reserves the right to impose additional regulations in the interest of public safety if deemed necessary.

These guidelines cover requests for commercial use of City-owned property (streets, right-of-ways, parks, public buildings), commercial use of private property which may affect adjacent public or private property, and the use of City equipment and personnel in the filming of movies, TV shows, commercials, and related activities.

II. CITY CONTROL/CITY MANAGER AUTHORITY

The City Manager (or his/her designee) is authorized to implement the Film Policy approved and established by the Lancaster City Council, and may authorize the use of any street, right-of-way, 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 (or his/her designee) may require that any or all of the conditions and/or remuneration as specified on the application be met as a prerequisite to that use.

The applicant agrees that The City of Lancaster, Texas shall have full control over the use of public streets and buildings of the City while being used, 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 if determined to be detrimental to the public health, safety and welfare.

The applicant shall agree to allow the respective City departments (i.e., Police, Fire, Fire Marshal, Building Inspections) to inspect all structures and/or devices and equipment to be used in connection with the filming and taping if required by the City Manager (or his/her designee).

III. PERMIT REQUIREMENTS

Before filing an application for filming in Lancaster, Texas, the office of the City Manager (or his/her designee) must be contacted to discuss the production's specific filming requirements and the feasibility of filming in Lancaster, Texas. Please contact Community Relations at 972-218-1300 or communityrelations@lancaster-tx.com.

Any person or entity that desires to undertake a commercial film production in Lancaster, Texas is required to complete and return the attached application for filming to the office of the City Manager (or his/her designee), 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. FEES

An application processing fee of \$25.00 must accompany each application for filming in Lancaster, Texas.

The City Manager (or his/her designee) may waive this fee upon proof of an organization's non-profit or educational status.

V. NATURE OF FILM

Films of the sexually explicit nature are strictly prohibited from being filmed on City property and/or using City personnel or City equipment.

VI. USE OF CITY EQUIPMENT AND PERSONNEL

The applicant will pay the City for the costs of any and all Police, Fire, Public Works, or other City personnel assigned to the project (whether specifically requested by the production or not). Remuneration rates for the use of any City equipment, including police cars and fire equipment, will be the established rate for overtime pay. The applicant will agree to pay in full, promptly upon receipt of an invoice, the charges incurred. The City Manager (or his/her designee) may, at his/her discretion, require an advance deposit for the use of the equipment.

The City Manager (or his/her designee) 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 safety, health and welfare, which cost shall be borne 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 their hourly rate based on their rank.

VII. USE OF CITY PROPERTY

The City Manager (or his/her designee) is authorized to implement the Film Policy approved and established by the Lancaster City Council, and may authorize the use of any street, right-of-way, or public building, use of Lancaster, Texas name, trademark or logo and/or use of City equipment and/or personnel for commercial uses in the production of movies, television programs, commercials, or training films and related activities. In conjunction with these uses, the City Manager (or his/her designee) may require that any or all of the conditions and/or remuneration as specified on the

application be met as a prerequisite to that use. A security or damage deposit may be required based on production activity.

Depending upon the extent of the use of City property, the Applicant agrees to reimburse the City for inconveniences when using public property. Following is the rate schedule:

Activity	Cost (per Calendar Day)
Total or disruptive use (regular operating hours) of a public building, park, right-of-way, or public area	\$500
Partial non-disruptive use of a public building, park, right-of-way, or public area	\$250
Total closure or obstruction of public street or right-of-way, including parking lots and on-street parking (for filming purposes)	\$50 per block
Partial closure or obstruction of public street or right-of-way, including parking lots and on-street parking (for filming purposes)	\$25 per block
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

The applicant agrees that The City of Lancaster, Texas, shall have full control over the use of its name, trademark, logo, public streets and buildings of the City while any are being used, 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 if it is determined to be hazardous to the public health, safety and welfare.

VIII. SPECIAL EQUIPMENT AND VEHICLES

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 so as to maintain traffic safety. 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 (or his/her designee).

The applicant further agrees to comply with the City's automobile idling Ordinance No. 2011-10-34, as well as allow residents access to their homes if occupying a residential street.

IX. HOURS OF FILMING

Unless permission has been obtained from the City Manager (or his/her designee) in advance and affected property owners, tenants, and residents have been notified, filming will be limited to the hours between 7:00 a.m. to 7:00 p.m.

X. NOTIFICATION OF NEIGHBORS

The applicant shall provide a short written description, approved by the City Manager (or his/her designee), of the schedule for the proposed production to the owners, tenants, and residents of each property in the affected neighborhood (as defined by boundaries set by the City Manager). 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 each owner, tenant, or resident's comments, along with their signatures, addresses, and phone numbers. Based upon the community feedback, the City Manager (or his/her designee) may grant or deny the filming application.

XI. CERTIFICATE OF INSURANCE

The producer shall attach a certificate of insurance, naming The City of Lancaster, TEXAS as an 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. Insurance for special circumstances, such as aircraft, pyrotechnics, explosives, and the sale of alcohol will be evaluated on a case-by-case basis. See Attachment 1 – Suggested Guidelines for Special Circumstances.

XII. LIABILITY

The applicant agrees to pay in full, promptly upon 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.

XIII. INDEMNIFICATION

The producer 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:

Applicant agrees to indemnify, save, hold harmless and defend the City, its officers, employees and elected officials with respect to any claims or demands, actions, damages, costs and expenses, including, without limitation, attorneys' fees and costs

of litigation, arising from the death or injury of any person whomsoever, or any loss, damage or destruction of any property whatsoever, resulting directly or indirectly from any intentional, negligent or grossly negligent act, error or omission of the applicant, its agents, servants, employees or any other person or entity acting on applicant's behalf or acting under applicant's apparent or actual control.

I certify that I am an authorized representative of 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, including but not limited to each and every condition contained in this document.

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

Signed: _____

Title: _____

Date: _____



Date of Application: _____



Application for Commercial Filming

Title of project: _____

Type of production: Commercial _____ Television _____
Public Service _____ Feature Film _____
Training Film _____ Other _____

Location of filming: _____

Date(s) of filming: _____

CONTACTS

Production Office:

Name: _____

Address: _____

Phone: _____ Fax: _____

Producer:

Name: _____

Address: _____

Phone: _____ Fax: _____

Location Manager:

Name: _____

Address: _____

Phone: _____ Fax: _____

On site contact:

Name: _____

Address: _____

Phone: _____ Fax: _____

Texas Film Commission representative: _____

PRODUCTION (Attach additional sheets if necessary.)

1. Production schedule and activities to include 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. Number of persons involved with the production, including cast and crew:
3. Anticipated need of City personnel, equipment or property:
4. Describe any areas in which public access will be restricted during production:
5. Describe alterations to 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 production location:
8. Location where extras will be held, if not at production location:
9. Map of anticipated street closure(s) or other public area use.

Application completed by:

Name/Title: _____ Date: _____

Approved by: _____ Date: _____

The "Guidelines for Filming in Lancaster, Texas" apply to all filming activities, and the Office of the City Manager (or his designee) may require the applicant to acknowledge receipt of the guidelines prior to approving this application.

Attachment 1 – Suggested Guidelines for Special Circumstances

All provisions of each policy must be acceptable to the City and name the City of Lancaster and its officers, employees and elected officials as additional insureds:

1. **Workers Compensation:** If filming in a City facility or premises then Workers' Compensation with statutory limits; **Employers Liability** with minimum limits for bodily injury: a) by accident, \$100,000 per each accident, b) by disease, \$100,000 per employee with a per policy aggregate of \$500,000.
2. **Business Automobile Liability Insurance** covering owned, hired, and non-owned vehicles, with a minimum combined bodily injury (including death) and property damage limit of \$500,000 per occurrence. **NOTE:** If filming involves car chases, then a minimum limit of \$3,000,000 per occurrence is required.
3. **Aircraft Liability Insurance:** If the filming involves the use of aircraft, then, Aircraft Liability Insurance for owned, hired, and non-owned aircraft with a minimum limit of \$10,000,000 per occurrence.
4. **Commercial General Liability Insurance** including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability with minimum combined bodily injury (including death) and property damage with limits of \$1,000,000 per occurrence, \$2,000,000 general aggregate. **NOTE:** If filming involves the use of **pyrotechnics, explosives or fireworks, then \$3,000,000** per occurrence, **\$3,000,000 general aggregate.**
5. **Liquor Liability Insurance:** If alcoholic beverages are sold, served or otherwise made available, then, Liquor Liability Insurance with minimum limits of \$1,000,000 each claim.

Applicant agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, the following required provisions: a) name the City of Lancaster and its officers, employees, and elected representatives as additional insureds to the Commercial General Liability and Business Automobile Liability policies; b) state that coverage shall not be cancelled, non-renewed or materially changed except after thirty (30) days written notice by certified mail to the City Manager, City of Lancaster, Texas. 211 N. Henry Street, Lancaster, Texas 75146.

LANCASTER CITY COUNCIL

A City Council Regular Meeting

4.

Meeting Date: 07/27/2020

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

Goal(s): Healthy, Safe & Engaged Community

Submitted by: Carey Neal, Assistant to the City Manager

Agenda Caption:

Consider a resolution supporting the Wyland National Mayor's Water Conservation Challenge encouraging residents to explore ways to manage residential consumption of water and power, and inspire residents to care for natural resources.

Background:

On July 9, 2020, Mayor Hairston pledged to participate in the Wyland Mayors Water Conservation Challenge presented by the Wyland Foundation. This campaign promotes drought resiliency and water quality. The ninth annual campaign begins August 1st through August 31st.

The challenge, presented by the Wyland Foundation and Toyota, with support from the U.S. Environmental Protection Agency, National League of Cities (NLC), The Toro Company, Earth Friendly Products, and Conserva Irrigation, encourages residents across America to make small changes in their lives to better manage water resources and improve the health of oceans, lakes, rivers, streams, and wetlands.

The campaign is designed to save costs for consumers, save infrastructure and operating costs for cities, promote drought resiliency, and protect watersheds and ecosystems. In the wake of the current pandemic, the campaign will provide residents with more opportunities to get involved safely from home, including making water-friendly lifestyle changes on behalf of their city, undertaking home-based environmental projects that add up to cleaner, safer communities, and sharing tips and strategies with friends and neighbors. Cities are encouraged to assist residents to take the necessary steps to become better-informed and more active stewards of the community and natural resources.

Legal Considerations:

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

Public Information Considerations:

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

Options/Alternatives:

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

Recommendation:

Staff recommends approval of the resolution, as presented.

Attachments

Resolution

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, IN SUPPORT OF THE "WYLAND MAYOR'S CHALLENGE FOR WATER CONSERVATION.

WHEREAS, the City of Lancaster, continues to explore ways to manage residential consumption of water and power, and to inspire its residents to care for natural resources; and

WHEREAS, cities can engage in efforts to inspire their own communities, as well as their neighboring cities, to become better environmental stewards: and

WHEREAS, the ninth annual National Mayor's Challenge for Water Conservation presented by the Wyland Foundation and Toyota, with support from the U.S EPA Water Sense, The Toro Company, National League of Cities, Conserva Irrigation, and Earth Friendly Products (makers of EGOS), is a non-profit challenge to residents to encourage pollution reduction and smart water use; and

WHEREAS, with the encouragement of the Mayor and Council, residents may register their participation in their city's challenge, online, by making simple pledges to decrease their water usage and reduce pollution for the period of one year, thereby assisting their cities to apply for State and Federal water conservation strategies and to target mandated reductions; and

WHEREAS, from August 1st through August 31st, 2020, the City of Lancaster wishes to inspire its residents and its neighboring communities to take the "Wyland Mayors Challenge for Water Conservation by making a series of online pledges at mywaterpledge.com to reduce their impact on the environment and to see immediate savings in their water, trash, and electricity bills;

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

SECTION 1. That the City of Lancaster agrees and supports the "Wyland National Mayors Challenge for Water Conservation".

SECTION 2. That the program is to be implemented from August 1st through August 31st, 2020, through a series of communication and outreach strategies, whether new or existing, to encourage Lancaster residents to take the challenge.

SECTION 3. That this resolution shall be effective immediately.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 27th day of July, 2020.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

LANCASTER CITY COUNCIL

A City Council Regular Meeting

5.

Meeting Date: 07/27/2020

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

Goal(s): Healthy, Safe & Engaged Community

Submitted by: Carey Neal, Assistant to the City Manager

Agenda Caption:

Consider a resolution approving the terms and conditions of a professional services agreement between the City of Lancaster and Saint Vincent de Paul for the administration of the Lancaster Emergency Assistance Program funded through the Coronavirus Aid, Relief, and Economic Security(CARES) Act.

Background:

On May 11, 2020, the State of Texas announced the distribution of Coronavirus Relief Funds (CRF), created within the Coronavirus Aid, Relief, and Economic Security (CARES) Act, to provide financial resources to state and local governments. The State of Texas received a direct allocation of approximately \$11.24 billion from the United States Department of Treasury for coronavirus related expenses. Consistent with CARES Act, forty-five percent (45%) of the total \$11.24 billion state allocation, approximately \$5.06 billion, was made available to local governments. Of that \$5.6 billion, \$3.2 billion was directly issued to six (6) cities and twelve (12) counties in Texas with a population greater than 500,000. The cities with a population of less than 500,000 population within the twelve (12) counties exceeding 500,000 population were encouraged to work with the county to receive funding for their city; the cities are not eligible to request funding from the state.

On May 19, 2020, Dallas County Commissioners Court unanimously approved a court order to allocate CARES Act funds to eligible cities within Dallas County in reference to the Governor's allocation guidance. For the City of Lancaster, the total population number of 38,400 was utilized to determine the city's two allocated amounts for direct payment and maximum reimbursement amount. Dallas County will issue funds in two forms, the first being a 20% initial direct payment the second form being the remaining 80% eligible to cities by reimbursement request. Funds will be disbursed from Dallas County CARES Funds to Dallas County Cities based on the funding formula of \$55 per capita for each city. The estimated upfront cost Dallas County will be issuing to Dallas County Cities is \$14,507,581; of that amount, the City of Lancaster will receive the direct funding amount of \$422,400. The estimated total amount of Dallas County Funds that will be available for Dallas County Cities reimbursement is \$72,537,905; of that amount, the City of Lancaster is eligible to request reimbursement up to an amount of \$1,689,600.

During the strategic planning session, on June 27, 2020, City Council received a presentation regarding recommendations for emergency assistance programs formed by the City to provide relief to residents impacted by COVID-19.

On July 20, 2020, Council received a presentation of the finalized proposal for emergency assistance programs on emergency COVID-19 relief for residents. The assistance programs consist of 1). Emergency Housing Assistance Program, 2). Childcare Emergency Assistance Program, 3). Emergency Utility and Internet Assistance Program, and 4). Small Business Grant Program administered by Dallas County.

Operational Considerations:

The City shall return any unspent funds to the County by December 11, 2020.

Legal Considerations:

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

Public Information Considerations:

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

Fiscal Impact:

The City will first receive \$422,400, which is 20% of the City's funding amount, from Dallas County. These funds will be used for 100% of the City's direct cost. The City will also receive up to \$1,689,600, which is 80% of the city's reimbursement funding amount, from Dallas County. This funding will be utilized for community programs and the City's direct operating costs and expenses responding to COVID-19. Of the 80% reimbursement amount, fifty-five (55) percent will be utilized for community programs and forty-five (45) percent will be used for City's direct cost.

Options/Alternatives:

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

Recommendation:

Staff recommends approval of the resolution, as presented.

Attachments

Resolution

Exhibit 1

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN SAINT VINCENT DE PAUL, AND THE CITY OF LANCASTER TO PROVIDE ADMINISTRATION SERVICES OF THE LANCASTER EMERGENCY ASSISTANCE PROGRAM FOR RESIDENTS; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lancaster desires to contract, pursuant to the authorities identified above, with Saint Vincent de Paul "Contractor" for the administration of the Lancaster Emergency Housing Assistance Program, Lancaster Emergency Utility/Internet Program, and the Lancaster Emergency Childcare Assistance Program by providing housing assistance to eligible Lancaster residents; and

WHEREAS, the City of Lancaster has the authority under Texas Local Government Code § 81.027 to support residents of Lancaster, Texas who are unable to support themselves; and

WHEREAS, the City of Lancaster is in receipt of funds received by Dallas County from the United States Treasury Department under the Coronavirus Aid, Relief, and Economic Security Act also known as the "CARES Act"; and

WHEREAS, the City of Lancaster wishes to engage the services of the Contractor for the administration of the Lancaster Emergency Housing Assistance Program, Lancaster Emergency Utility/Internet Program, and the Lancaster Emergency Childcare Assistance Program for the support of residents; and

WHEREAS, the Contractor is knowledgeable and capable of providing the services and related activities in Lancaster, Texas; and

WHEREAS, on March 12, 2020, Lancaster Mayor declared a local state of disaster for a public health emergency in relation to COVID-19; and

WHEREAS, on March 13, 2020, the Governor of the State of Texas declared a state of disaster and the President of the United States declared a national emergency in relation to COVID-19; and

WHEREAS, the Governor of Texas, on March 13, 2020, invoked Texas Government Code § 418.017 in his state-wide disaster declaration, to "authorize the use of all available resources of state government and of political subdivisions that are reasonably necessary to cope with this disaster", and

WHEREAS, some local businesses have been ordered to cease operations due to state and local regulations related to the COVID-19 pandemic causing economic strain for many residents of the City of Lancaster; and

WHEREAS, the City of Lancaster finds that the expenditure of public funds in support of the operations of Lancaster residents, especially in this time of a pandemic crises, accomplishes a valid public purpose of protecting the Lancaster economy and the economic welfare of the residents of Lancaster by reducing the strain on other governmental functions should these residents become homeless or unemployed; and

WHEREAS, the Contractor will serve a benefit to all Lancaster residents during this pandemic, providing emergency housing assistance, emergency utility/internet assistance, and emergency childcare assistance to eligible Lancaster residents; and

WHEREAS, the Parties desire to enter into this Agreement for the purposes stated herein; and

WHEREAS, these Recitals are incorporated into this Agreement and are expressly made a part of this Agreement;

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

SECTION 1. That the City Council authorizes the City Manager to execute the contract which is attached hereto as Exhibit "1".

SECTION 2. That this resolution shall take effect immediately from and after its passage and it is so duly resolved

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 27th, day of July, 2020.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

CITY OF LANCASTER EMERGENCY ASSISTANCE PROGRAM MANAGEMENT SERVICES AGREEMENT

1. RECITALS:

This Agreement is entered into by and between The City of Lancaster, Texas (hereinafter, "The City"), acting by and through the Lancaster City Council (hereinafter, "Council") located at 211 N. Henry St., Lancaster, Texas 75146, and the Society of St. Vincent de Paul of North Texas, located at 1120 Randlett St., Lancaster, Texas 75146 (hereinafter "Contractor") or individually as a "Party" or collectively the "Parties" for certain management services, as identified in this Agreement under authority of Texas Local Government Code § 262.024(a)(1), (a)(2), and (a)(4) as well as Texas Local Government Code § 81.027, for certain management services, as identified in Section 5 (Scope of Services) of this Agreement.

WHEREAS, the City desires to contract, pursuant to the authorities identified above, with the Contractor for the administration of the Lancaster Emergency Assistance Program by providing assistance to eligible Lancaster residents; and

WHEREAS, the City has the authority under Texas Local Government Code § 81.027 to support residents of Lancaster Texas who are unable to support themselves; and

WHEREAS, the City is in receipt of funds from Dallas County via an interlocal agreement between the City and Dallas County for Coronavirus Aid, Relief, and Economic Security Act also known as the "CARES Act" funding; and

WHEREAS, the City wishes to engage the services of the Contractor for the administration of the Lancaster Emergency Assistance Program for the support of residents; and

WHEREAS, the Contractor is knowledgeable and capable of providing the services and related activities in the City of Lancaster, Texas; and

WHEREAS, on March 12, 2020, the Lancaster Mayor declared a local state of disaster for a public health emergency in relation to COVID-19; and

WHEREAS, on March 13, 2020, the Governor of the State of Texas declared a state of disaster and the President of the United States declared a national emergency in relation to COVID-19; and

WHEREAS, the Governor of Texas, on March 13, 2020, invoked Texas Government Code § 418.017 in his state-wide disaster declaration, to "authorize the use of all available resources of state government and of political subdivisions that are reasonably necessary to cope with this disaster", and

WHEREAS, some local businesses have been ordered to cease operations due to state and local regulations related to the COVID-19 pandemic causing economic strain for many residents of Lancaster, Texas; and

WHEREAS, the City finds that the expenditure of public funds in support of the operations of Lancaster residents, especially in this time of a pandemic crises, accomplishes a valid public purpose of protecting the Lancaster economy and the economic welfare of the residents of the City of Lancaster by reducing the strain on other governmental functions should these residents become homeless; and

WHEREAS, the Contractor will serve a benefit to all Lancaster residents during this pandemic, providing emergency assistance to eligible Lancaster residents; and

WHEREAS, the Parties desire to enter into this Agreement for the purposes stated herein; and

WHEREAS, these Recitals are incorporated into this Agreement and are expressly made a part of this Agreement; and

NOW THEREFORE, in consideration of the promises and agreements hereinafter set forth, the Parties agree as follows:

2. TERM:

The term of this Agreement shall begin upon execution of this Agreement by the City and continue until the services are rendered and the deliverables detailed in the attached **Exhibit A** are completed, unless terminated earlier under any provision hereof. Notwithstanding the foregoing, the services and deliverables detailed in the attached **Exhibit A** shall be completed by December 30, 2020 (the "Term").

3. INCORPORATED DOCUMENTS: The following documents are incorporated by reference as if fully reproduced herein:

(a) **Exhibit A**- Contractor's Statement of Work ("SOW").

4. ORDER OF PRECEDENCE:

In the event of any conflict or inconsistency between or among the provisions of this Agreement or any incorporated or referenced document or any exhibit, attachment, or associated document, such conflict or inconsistency shall be resolved in the following order of precedence: (1) this Agreement and any subsequent amendments; then (2) Exhibit A.

5. CONTRACTOR'S SCOPE OF SERVICES AND OBLIGATIONS:

Contractor's obligations and scope of the services to be provided to City are detailed in the attached and incorporated **Exhibit A**.

6. CITY'S OBLIGATIONS:

City agrees to perform the following:

- (a) The City of Lancaster will assist Contractor in scheduling appointments with key City personnel and employees;
- (b) The City of Lancaster shall maintain supervisory control of the ultimate disbursement of funds under the Lancaster Emergency Assistance Program;
- (c) The City of Lancaster will provide funding to Contractor in increments as detailed in this Agreement and Exhibit A.

7. TERMS AND CONDITIONS OF PAYMENT FOR SERVICES:

City agrees to compensate Contractor for approved budget expenses incurred and for documented units of services performed, subject to the following limitations:

- (a) Compensation for Management Services. Contractor has agreed to be compensated for the services described herein in accordance with Contractor's SOW, attached hereto as **Exhibit A**.
- (b) Not to Exceed Amount. Contractor understands and agrees that the maximum total amount payable for the services described herein shall not exceed ten percent (10%) of the total amount of funds awarded and under this Agreement (hereinafter "Not to Exceed Amount") unless a formal written amendment is executed by the Parties hereto and is formally approved by the Lancaster City Council. Contractor assures City that it will not perform services that would cause the amounts payable to Contractor for the services described herein to exceed the maximum amount payable of ten percent (10%) of the total amount of funds awarded under this Agreement, without following the procedures described in this subsection (b). City shall not pay for any services that would cause the amounts payable for the services described herein in excess of the Not to Exceed Amount, without a formal written amendment approved by the Lancaster City Council. Should the Contractor request it from the City in order to perform the services detailed in this Agreement, the Contractor may request that an amount up to the Not to Exceed Amount be paid to Contractor upfront. Any upfront payment shall be made within the discretion of the City.

Maximum travel costs to be paid to Contractor are included in the above Not to Exceed Amount.

- (c) Contractor agrees to submit complete, fully documented, and accurate itemized invoices with appropriate documentation, as required by City, following the completion of the services detailed in Exhibit A. Specifically, the invoices shall be itemized and include supporting documentation and any management fees. Within the supporting documentation the subcontractor invoices shall be included, if any. The invoices shall be submitted on the first day of each month during the Term of this Agreement as expenses are incurred. The invoices submitted shall represent the services rendered and funds disbursed by Contractor for the previous month.
- (d) If payment has not been paid upfront as detailed in Section 7(b) above, payment will be made to Contractor by City upon receipt of a verified and proper billing for services actually rendered. Any payments by City to Contractor may be withheld if the Contractor fails to comply with City's reporting requirements, performance objectives, or other requirements relating to Contractor's performance of work, deliverables, and services under this Agreement. City shall pay Contractor only for those costs that are allowable under applicable rules and regulations, as stated in this Agreement. City shall have the right to withhold all or part of any payments to the Contractor to offset any reimbursement made to Contractor for ineligible expenditures or undocumented units of services billed.

- (e) Contractor understands and agrees that all billings and documentation must be submitted to City on a rolling monthly basis during the Term of this Agreement. All billings must have appropriate supporting documentation before such billings will be approved.
- (f) If payment has not been paid upfront as detailed in Section 7(b) above, City will make payment to Contractor upon receipt of a verified and proper invoice in accordance with Texas Government Code, Chapter 2251.
- (g) If payment has not been paid upfront as detailed in Section 7(b) above, City agrees to review Contractor's invoices and will forward payment to Contractor within thirty (30) days of receipt of invoice after City, at its sole discretion, determines that such funds are in fact due and owing.
- (h) The City of Lancaster Finance Division is responsible for monitoring fiscal compliance activities and shall resolve any dispute between the Parties regarding City's payments to Contractor for services rendered under this Agreement.
- (i) Prior Debts. City shall not be liable for costs incurred or performances rendered by Contractor before or after the Term; for expenses not billed to City within the applicable time frames set forth in this Agreement; or for any payment for services or activities not provided pursuant to the terms of this Agreement.
- (j) Refund provision. If payment has been paid upfront as detailed in Section 7(b) above, the City shall have the right to demand repayment of any funds paid to Contractor for services rendered that did not comply with the Terms of this Agreement. The Contractor shall promptly refund any monies previously paid by City that the City, in its discretion, determines were used for services or activities that were not in compliance with this Agreement.

8. REPORTING AND ACCOUNTABILITY:

- (a) Reporting. Contractor agrees to submit all required documentation and reports on a timely basis and in accordance with the specified time frames pursuant to this Agreement. Contractor agrees to provide reporting documentation which will allow the tracking of all funds expended under the Agreement and the verification of recipient information including eligibility information as detailed in the City of Lancaster Application for COVID-19 Housing Assistance, Application for COVID-19 Utility Assistance, and the Application for COVID-19 Childcare Assistance used by the City and Contractor. The report information shall include, but not be limited to information allowing the tracking and verification of recipient residency within the City of Lancaster, applicable income information, and lease/mortgage/utility account information. Penalties for delinquent reporting may include withholding of payments until such time all reports are received, cancellation and/or termination of this Agreement with no obligation to pay for undocumented services, or both.

- (b) Access to Records. Contractor agrees that City, or any of its duly authorized representatives, has the right of timely and unrestricted access to any books, documents, papers, reports, or other records of Contractor that are pertinent to the fulfillment of the requirements of this Agreement, in order to make audit, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to Contractor's personnel for the purpose of reviewing, interviewing, evaluating, and monitoring related to such documents. All such items shall be furnished to the City of Lancaster, Texas.
- (c) Ownership. Contractor agrees that all information, data, and supporting documentation that relates to the services provided hereunder shall remain the property of City.
- (d) Maintenance of Records. Contractor's records, books, and other documents reasonably related to this Agreement shall be kept and maintained in standard accounting form. Such records, books, and documents shall be made available in the City of Lancaster subject to inspection by City or authorized City personnel upon request.
- (e) Audit. The City of Lancaster Finance Division, its assignees, or any other governmental entity approved by City shall have the unrestricted right to audit all data or documents related to this Agreement. Such data shall be furnished in Lancaster at a mutually convenient time within a reasonable time. Should City determine it reasonably necessary, Contractor shall make all of its records, books, and documents reasonably related to this Agreement available to authorized City personnel, at reasonable times and within reasonable periods, for inspection or auditing purposes or to substantiate the provisions of services under this Agreement.
- (f) Retention of Records. All records, books, and documents reasonably related to this Agreement shall be maintained and kept by Contractor for a minimum of four (4) years and ninety (90) days after termination or expiration of this Agreement. If any litigation, claim, or audit involving these documents or records begins before the specified period expires, Contractor must keep the records and documents for not less than four (4) years and ninety (90) days and until all litigation, claims, or audit findings are resolved, whichever is later. Contractor is strictly prohibited from destroying or discarding any records, books, or other documents reasonably related to this Agreement, unless the time period for maintaining such under this subsection (f) has lapsed.

9. CONFIDENTIALITY:

- (a) Contractor shall not disclose privileged or confidential communications or information acquired in the course of the performance of the services under this Agreement, unless authorized by law. Contractor agrees to adhere to all confidentiality requirements, as applicable, for the services performed for City under this Agreement.
- (b) Public Information Act. The Parties acknowledge and agree that City is subject, as a matter of law, to Texas Government Code, Chapter 552, also known as the "Texas Public Information Act" (hereinafter "Public Information Act"). Notwithstanding any other provision, the Parties agree

that in the event that any provision of this Agreement, or other documents related to this Agreement, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, is in conflict with the Public Information Act, such provision shall be of no force or effect. Furthermore, it is expressly acknowledged and agreed that the City, City Council, Authorized City Department Heads (hereinafter "City Requestors") may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any software, hardware, firmware, or any part thereof, or other equipment or item, data or information, or any other thing or item furnished to or in the possession or knowledge of the City. It is further acknowledged and agreed that the City Requestors have the right and obligation by law to rely on the advice, decisions and opinions of the Texas Attorney General. Contractor hereby releases the City Requestors from any and all liability or obligation of any type, kind or nature regarding any disclosure of any software, hardware, firmware, or any part thereof, or other equipment or item, data or information, or any other thing or item furnished by Contractor or in the possession or knowledge of the City that is determined by City or in reliance on any advice, decision or opinion of the Texas Attorney General to be available to the public or any persons.

- (c) Notwithstanding the foregoing, the Parties agree, to the extent permitted by the Public Information Act, to keep confidential (and store in a secure area with limited access) and will not copy, publish, sell, exchange, disclose, or provide to others or use any information, documents or data, provided to or disclosed to the other Party, or any information related to this Agreement, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, for any purposes other than performing each Party's obligations under this Agreement.

10. CONFIDENTIAL OR PROPRIETARY MARKING:

Any information or documents the Contractor uses in the performance of the services provided under this Agreement that Contractor considers confidential or proprietary or that contains trade secrets must be clearly marked accordingly. This marking must be explicit as to the designated information. The designation, however, may not necessarily guarantee the non-release of the documents or information under the Texas Public Information Act or otherwise required by law.

11. INDEMNIFICATION:

THE CITY OF LANCASTER, THE LANCASTER CITY COUNCIL, APPOINTED OFFICIALS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES (HEREINAFTER, "INDEMNITEES") SHALL NOT BE LIABLE TO CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES, ASSIGNS OR TO ANY OTHER PERSON WHOMSOEVER OR ENTITY WHATSOEVER, FOR ANY INJURY TO PERSON OR DAMAGE TO PROPERTY, ON OR ABOUT CITY PROPERTY, INCLUDING, BUT NOT LIMITED TO, CONSEQUENTIAL DAMAGE: (1) CAUSED BY ANY ACT OR OMISSION OF CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES, ASSIGNS OR OF ANY OTHER PERSON ENTERING CITY PROPERTY BY EXPRESS OR IMPLIED INVITATION OF CONTRACTOR OR SUBCONTRACTOR; OR (2) OCCASIONED BY OR THROUGH ANY ACT OR OMISSION OF CONTRACTOR OR ITS SUBCONTRACTOR ON CITY PROPERTY OR OF ANY OTHER PERSONS WHOMSOEVER; OR (3) ARISING OUT OF THE USE OF CITY PROPERTY BY CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES,

LICENSEES, INVITEES OR ASSIGNS; OR (4) ARISING OUT OF ANY BREACH OR DEFAULT BY CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, LICENSEES, INVITEES OR ASSIGNS OF ANY OF THE REQUIREMENTS OR PROVISIONS OF THIS AGREEMENT OR IN THE EXECUTION OR PERFORMANCE OF ITS OBLIGATIONS HEREUNDER; OR (5) OCCASIONED BY OR THROUGH THE USE OF ANY CITY PROVIDED UTILITIES, COMPUTERS, SOFTWARE, FIRMWARE, HARDWARE OR ANY VIRUS OR SIMILAR RELATED ITEMS THAT MAY BE CONTRACTED BY CONTRACTOR THROUGH SUCH USE.

CONTRACTOR ASSURES THAT IT IS AN INDEPENDENT CONTRACTOR AND NOT AN AGENT, SERVANT, OR EMPLOYEE OF CITY. CONTRACTOR AGREES, AND SHALL REQUIRE ALL SUBCONTRACTORS TO AGREE, TO PROTECT, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES AGAINST ALL CLAIMS, DEMANDS, ACTIONS, SUITS, LOSSES, DAMAGES, LIABILITIES, COSTS AND/OR EXPENSES OF EVERY KIND AND NATURE (INCLUDING, BUT NOT LIMITED TO, COURT COSTS, LITIGATION EXPENSES AND ATTORNEY'S FEES) AND ALL RECOVERABLE INTEREST THEREON, INCURRED BY OR SOUGHT TO BE IMPOSED ON INDEMNITEES BECAUSE OF BODILY INJURY (INCLUDING DEATH) OR DAMAGE TO PROPERTY (WHETHER REAL, PERSONAL OR INCHOATE), ARISING OUT OF OR IN ANY WAY RELATED (WHETHER DIRECTLY OR INDIRECTLY, CAUSALLY OR OTHERWISE) TO: (1) THE PERFORMANCE OF, ATTEMPTED PERFORMANCE OF, OR FAILURE TO PERFORM, THE SERVICES UNDER THIS AGREEMENT BY CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES, ASSIGNS OR TO ANY OTHER PERSON WHOMSOEVER AND/OR ANY OTHER PERSON OR ENTITY; (2) THE NEGLIGENT ACT OR OMISSION OF CONTRACTOR, SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES, ASSIGNS IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT; (3) THE CONDITION OF THE PREMISES ON WHICH SAID SERVICES ARE BEING PERFORMED; (4) THE SELECTION, PROVISION, USE OR FAILURE TO USE, BY ANY PERSON OR ENTITY, OF ANY POWER SOURCE, HARDWARE, SOFTWARE, TOOLS, SUPPLIES, MATERIALS, EQUIPMENT OR VEHICLES (WHETHER OWNED OR SUPPLIED BY INDEMNITEES, CONTRACTOR, OR ANY OTHER PERSON OR ENTITY) IN CONNECTION WITH SAID SERVICES; (5) THE PRESENCE ON CITY PROPERTY OF CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, INDEPENDENT CONTRACTORS, AGENTS, INVITEES, LICENSEES, ASSIGNS OR ANY OTHER PERSON ACTING BY OR ON BEHALF OF CONTRACTOR; (6) THE SERVICES UPON OR ADJACENT TO ALL OR ANY PART OF CITY PROPERTY, WHETHER OR NOT CAUSED BY OR CONTRIBUTED TO BY THE PRESENCE IN OR OPERATION OF ANY FACILITY OR ANY OPERATION, STRUCTURE OR FACILITIES OF CITY, OR ANY OTHER PARTY, OR BY NEGLIGENCE OR ALLEGED NEGLIGENCE ON THE PART OF INDEMNITEES OR ANY OF INDEMNITEES' AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, INVITEES OR LICENSEES; (7) THE BREACH OF ANY OF THE REQUIREMENTS AND PROVISIONS OF THIS AGREEMENT OR ANY FAILURE OF CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES, OR ASSIGNS IN ANY RESPECT TO COMPLY WITH AND PERFORM ALL OF THE REQUIREMENTS AND PROVISIONS; (8) OCCASIONED THROUGH THE LOSS OF FUNDS OR RIGHTS TO RECEIVE ANY SUM OF MONEY IN ANY FORM OR MEDIUM ARISING OUT OF THE BREACH OF ANY OF THE REQUIREMENTS AND PROVISIONS OF THIS AGREEMENT; AND (9) OCCASIONED BY ANY CIVIL OR CRIMINAL ACTIVITY OR PENALTY UNDER STATE OR FEDERAL LAW BY CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES, OR ASSIGNS ARISING OUT OF THE BREACH OF ANY OF THE REQUIREMENTS AND PROVISIONS OF THIS AGREEMENT. IN ADDITION, CONTRACTOR HEREBY COVENANTS AND AGREES THAT IT WILL HOLD INDEMNITEES HARMLESS FOR ALL PERSONAL PROPERTY OF CONTRACTOR, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES,

AGENTS, GUESTS, CONSULTANTS, SUBCONTRACTORS, LICENSEES, SUBLICENSEES, INVITEES OR OTHER PARTY HAVING ANY PERSONAL PROPERTY ON CITY PREMISES IN RELATION TO THE CONTRACTOR'S USE OF THE AREA. CONTRACTOR FURTHER AGREES TO DEFEND, AT ITS SOLE COST AND EXPENSE (AT THE ELECTION OF CITY), AGAINST ANY CLAIM, DEMAND, ACTION OR SUIT FOR WHICH INDEMNIFICATION IS PROVIDED HEREUNDER.

APPROVAL AND ACCEPTANCE OF CONTRACTOR'S SERVICES BY CITY SHALL NOT CONSTITUTE NOR BE DEEMED A RELEASE OF THE RESPONSIBILITY AND LIABILITY OF CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, OFFICERS, AGENTS, INVITEES, LICENSEES OR ASSIGNS FOR THE ACCURACY AND COMPETENCY OF THEIR SERVICES; NOR SHALL SUCH APPROVAL AND ACCEPTANCE BE DEEMED TO BE AN ASSUMPTION OF SUCH RESPONSIBILITY BY THE CITY FOR ANY DEFECT, ERROR OR OMISSION IN THE SERVICES PERFORMED BY CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, OFFICERS, AGENTS, INVITEES, LICENSEES OR ASSIGNS IN THIS REGARD. CONTRACTOR SHALL DEFEND, HOLD HARMLESS AND INDEMNIFY THE CITY FOR DAMAGES RESULTING FROM SUCH DEFECTS, ERRORS OR OMISSIONS.

WITHOUT IN ANY WAY LIMITING OR RESTRICTING THE INDEMNIFICATION AND DEFENSE AGREEMENTS STATED ABOVE, CONTRACTOR AGREES THAT IT IS THE INTENTION OF THE PARTIES HERETO THAT CONTRACTOR, ITS CONTRACTORS AND SUBCONTRACTORS, AND THEIR INSURERS BEAR THE ENTIRE RISK OF LOSS OR INJURY TO ANY OF CONTRACTOR'S EMPLOYEES, "BORROWED SERVANTS," INDEPENDENT CONTRACTORS, AGENTS, REPRESENTATIVES, SUBCONTRACTORS, VENDORS, MATERIALMEN, OR ANY OTHER PERSON PRESENT ON THE PROPERTY OR PERFORMING ANY OTHER ACT OR SERVICE ON CONTRACTOR'S BEHALF OR AT ITS REQUEST, WHETHER OR NOT ANY SUCH LOSS OR INJURY IS CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENCE OR FAULT OF INDEMNITEES, AND WITHOUT SEEKING ANY CONTRIBUTION THEREFOR FROM INDEMNITEES OR ITS INSURERS.

THESE PROVISIONS SHALL APPLY, WHETHER OR NOT ANY SUCH INJURY OR DAMAGE HAS BEEN, OR IS ALLEGED TO HAVE BEEN, CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR FAULT OF INDEMNITEES, OR ON ANY OTHER THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INTENTIONAL WRONGDOING, STRICT PRODUCTS LIABILITY, OR THE BREACH OF A NONDELEGATABLE DUTY.

NO INDEMNIFICATION BY CITY. CONTRACTOR ACKNOWLEDGES AND AGREES THAT THE CITY IS PROHIBITED BY ARTICLE XI, SECTION 7 OF THE TEXAS CONSTITUTION FROM INDEMNIFYING IT OR ANY OTHER THIRD PARTY FOR DAMAGES ARISING UNDER THIS AGREEMENT.

THESE PROVISIONS SHALL SURVIVE TERMINATION, EXPIRATION OR CANCELLATION OF THIS AGREEMENT OR ANY DETERMINATION THAT THIS AGREEMENT OR ANY PORTION HEREOF IS VOID, VOIDABLE, INVALID OR UNENFORCEABLE.

12. INSURANCE:

- (a) Within ten (10) business days after the effective date of this Agreement, Contractor shall furnish, at its sole cost and expense, the following minimum insurance coverage. Such insurance is a condition precedent to commencement of any services. Contractor shall, in the stated ten (10) business day period, furnish to the City of Lancaster Purchasing Agent verification of the insurance coverage in the type and amount required herein, meeting all

conditions in this Agreement, by an insurance company acceptable to City and authorized to do business in the State of Texas. Such insurance shall show the City as the certificate holder (general liability insurance). Coverage dates shall be inclusive of the entire Term of the Agreement and each renewal period, if any.

The following minimum insurance coverage is required:

1. Statutory Workers' Compensation Insurance or self-insured employee coverage in the amount as required by the law of the State of Texas or Federal law, meeting the acceptability requirements as established by the Texas Workers' Compensation Act, Title 5, Subtitle A, Texas Labor Code, if Contractor has any employee(s) as defined by the Workers' Compensation Act. If Contractor has no employee (as defined by the Texas Workers' Compensation Act). Contractor shall provide City with a sworn Affidavit stating that there is no employee in lieu of a Certificate of Insurance. In the event that any work is sublet, Contractor shall require the subcontractors to similarly provide Workers' Compensation Insurance for all of the subcontractors' employees unless such employees are afforded protection by the Contractor. In case any class of employees engaged in hazardous work under this Contract at the site of the project is not protected under the Workers Compensation statute, the Contractor shall provide and shall cause each sub-contractor to provide adequate and suitable insurance for the protection of his employees not otherwise protected.
2. Commercial General Liability Insurance, including Contractual Liability Insurance. Commercial General Liability Insurance coverage for the following: (a) Premises Operations; (b) Independent Contractors or subcontractors; (c) Products/Completed Operations; (d) Personal Injury; (e) Contractual Liability; (f) Explosion, Collapse and Underground; (g) Broad Form Property Damage, to include fire legal liability. Such insurance shall carry limits of One Million and 00/100 Dollars (\$1,000,000.00) for bodily injury and property damage per occurrence with a general aggregate of Two Million and 00/100 Dollars (\$2,000,000.00) and products and completed operations aggregate of Two Million and 00/100 Dollars (\$2,000,000.00). There shall not be any policy exclusion or limitations for personal injury, advertising liability, medical payments, fire damage, legal liability, broad form property damage, and/or liability for independent contractors or such additional coverage or increase in limits specifically contained within the bid specifications.

This insurance must be endorsed with a Waiver of Subrogation Endorsement, waiving the carrier's right of recovery under subrogation or otherwise from City.
3. Commercial Automobile Liability Insurance. Contractor shall provide its own commercial automobile liability insurance if any vehicles are to be used in performance of the services under this Agreement. City shall not be liable in any way for any injuries or damages arising out of the use of Contractor's rented, hired, borrowed, or owned vehicles.
4. Professional Errors and Omissions Insurance. Contractor shall indemnify City for damages resulting from defects, errors or omissions and shall secure, pay for and maintain in full force and effect during the Term of this Agreement and any subsequent extensions hereto and

thereafter for an additional five (5) years from the effective date of cancellation, termination or expiration of this Contract or any subsequent extensions hereto, sufficient errors and omissions insurance in a minimum amount of One Million and 00/100 Dollars (\$1,000,000.00) per occurrence with an aggregate of Two Million and 00/100 Dollars (\$2,000,000) with certificates of insurance evidencing such coverage to be provided to the City.

(b) Contractor agrees that, with respect to the above-referenced insurance, all insurance contracts will contain the following required provisions:

1. Name the City of Lancaster, its elected officials, appointed officials, officers, directors, employees, agents, representatives, and volunteers as additional insureds (as the interest of each insured may appear) as to all applicable coverage.
2. Provide for thirty {30} days prior written notice to the City for cancellation, nonrenewal or material change, or ten (10) days for non-payment of premium.
3. Provide that the inclusion of one or more persons, corporations, organizations, firms or entities as insureds under this policy shall not in any way affect the right of any such person, corporation, organization, firm or entity with respect to any claim, demand, suit, or judgment made, brought or recovered in favor of any other insured.
4. Provide that this policy shall protect each person, corporation, organization, firm or entity in the same as though a separate policy had been issued to each, provided that its endorsement shall not operate to increase the insurance company's limits of liability as set forth elsewhere in the policy.
5. Provide for an endorsement that the other insurance clause shall not apply to the City where the City is an additional insured on the policy.
6. Provide for notice to the City at the address shown below by registered mail.
7. Each applicable policy of insurance shall contain a waiver of subrogation, and Contractor agrees to waive subrogation against City, its elected officials, appointed officials, officers, directors, employees, agents, representatives, and volunteers for injuries, including death, property damage, or any other loss.

(c) Contractor shall be solely responsible for all cost of any insurance as required here, any and all deductible amount, which in no event shall exceed ten percent {10%} of the amount insured and in the event that an insurance company should deny coverage.

(d) It is the intent of these requirements and provisions that insurance covers all cost and expense so that the City will not sustain any expense, cost, liability or financial risk as a result of the performance of services under this Agreement.

- (e) Except as otherwise expressly specified, Contractor shall agree that all policies of insurance shall be endorsed, waiving the issuing insurance company's right of recovery against City, whether by way of subrogation or otherwise.
- (f) Insurance certificates. The certificates of insurance shall list The City of Lancaster as the certificate holder. Any and all copies of Certificates of Insurance shall reference this Agreement for which the insurance is being supplied. All insurance policies or duly executed certificates for the same are required to be carried by Contractor under this Agreement, together with satisfactory evidence of the payment of the premium thereof, shall be delivered to the City of Lancaster Purchasing Agent located at the Municipal Center, 211 N. Henry St., Lancaster, TX 75146 within ten (10) business days of execution and/or renewal of this Agreement and upon renewals and/or material changes of such policies, but not less than ten (10) days prior to the expiration of the term of such coverage, or such non-delivery shall constitute a default of this Agreement subject to immediate termination at City's sole discretion.
- (g) All insurance coverage shall be on a per claim/ occurrence basis unless specifically approved in writing and executed by the City of Lancaster Purchasing Agent and Risk Manager.
- (h) All insurance required to be carried by Contractor and/or subcontractors under this Agreement shall be acceptable to City in form and content, in its sole discretion. All policies shall be issued by an insurance company acceptable and satisfactory to City and authorized to do business in the State of Texas. Acceptance of or the verification of insurance shall not relieve or decrease the liability of the Contractor.
- (i) If Contractor and/or its subcontractors fail to comply with any of the requirements relating to insurance, the City, in addition to all other remedies allowed by this Agreement or in law, may, at its sole discretion and without waiving any rights that it may have, and in addition to all other remedies allowed by this Agreement, obtain such insurance and deduct from the payments to Contractor the expense of obtaining such insurance and the cost of insurance premiums. However, neither Contractor nor any third party shall have any recourse against the City for payment of any premiums or assessment for any deductibles, or payment of any amount that would have been payable by any such insurance, as all such liability, cost, expense, premiums and deductibles are the sole responsibility and risk of the Contractor.
- (j) Approval, disapproval or failure to act by the City regarding any insurance supplied by Contractor shall not relieve Contractor of full responsibility or liability for damages and accidents as set forth herein. Neither shall bankruptcy, insolvency or denial of liability by any insurance company exonerate the Contractor from liability.
- (k) Minimum insurance is a condition precedent to any work performed under this Agreement and for the entire Term of this Agreement, including any renewals or extensions. In addition to any and all other remedies City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, or such

insurance lapses, is reduced below minimum requirements or is prematurely terminated for any reason, City shall have the right to:

1. order Contractor to stop work hereunder;
 2. withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof and assurance and proof acceptable to City that there is no liability to City for failure to provide such required insurance;
 3. declare a material breach of this Agreement, which, at City's sole discretion, may result in:
 - A. immediate termination of this Agreement;
 - B. demand on any bond, as applicable;
 - C. the right of the City to hire a replacement contractor to perform the services. Contractor will be fully liable for the difference between the original Contract price and the actual price paid, which amount is payable to City by Contractor on demand; or
 - D. any combination of the above.
 4. Any combination of the above.
- (l) Contractor shall advise City in writing within twenty-four (24) hours of any claim or demand against City or Contractor known to Contractor related to or arising out of Contractor's activities or services under this Agreement.
- (m) Acceptance of the services by City shall not constitute nor be deemed a release of the responsibility and liability of Contractor, its employees, associates, agents or subcontractors for the accuracy and competency of their services; nor shall such acceptance be deemed an assumption of responsibility or liability by City for any defect in the services performed by Contractor, its employees, subcontractors, and agents.
- (n) Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work or services covered under this Agreement.
- (o) Contractor shall provide that all provisions of this Agreement concerning liability, duty and standard of care, together with the indemnification provisions, shall be underwritten by contractual liability coverage sufficient to include obligation within applicable policies.
- (p) It is agreed that City shall deem Contractor's insurance primary with respect to any insurance or self-insurance carried for liability arising out of operations under this Agreement.

- (q) Contractor shall notify City in the event of any change in coverage and shall give such notices not less than ten (10) calendar days prior to the change, which notice must be accompanied by a replacement certificate of insurance.
- (r) Standard of Care: Services provided by Contractor under this Contract will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar agreements.
- (s) The provisions of this Section are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
- (t) The provisions of this Section shall survive termination or expiration of this Agreement or any determination that this Agreement or any portion hereof is void, voidable, invalid or unenforceable.
- (u) Insurance Lapse. If the Contractor fails to maintain the insurance required under the Agreement continuously at all times during the period stated in the Agreement, or otherwise has a lapse in any of the required insurance coverage, including workers' compensation coverage the Contractor shall reimburse the City for any and all costs, including attorney's fees incurred by the City in curing said default. In the event of any insurance lapse, the City shall retain five percent (5%) of the value of the total Agreement Sum for a period of six (6) months from the date of the cure of the insurance lapse or the date the Agreement has ended, whichever is later, to cover the City's potential exposure to liability during the period of the insurance lapse. In the event that the Contractor does not maintain any and all insurance as required by this Agreement, the Contractor shall immediately cure such lapse at the Contractor's sole cost and expense, and pay the City in full for all costs and expenses incurred by the City under this Agreement as a result of the Contractor's failure to maintain insurance, including, but not limited to, any and all costs and reasonable attorney's fees relating to the City's efforts to cure such lapse in insurance coverage. Such costs and attorney's fees, which shall not exceed One Thousand Five Hundred Dollars and No Cents (\$1500.00), shall be automatically deducted from monies owed to the Contractor by the City under this Agreement. If the monies owed to the Contractor under this Agreement are less than the amount required to cure the lapse in coverage, the Contractor shall pay such monies to the City upon written demand. Moreover, upon any lapse of the required insurance by the Contractor, the City shall immediately retain five percent (5%) of the total value of this Agreement to cover the City's potential exposure to liability during the period of such insurance lapse. The five percent (5%) retainage shall be immediately deducted from any monies due to the Contractor by the City under this Agreement and held by the City for a period of six (6) months from the date of the cure of the insurance lapse or a period of six (6) months from the date this Agreement has terminated, expired, or otherwise ended, whichever is later. If no claims is received by or lawsuits filed against the City for any applicable matters, accidents or injuries that occurred during the lapse of insurance, the retainage shall be promptly returned to the Contractor upon written request. Notwithstanding the foregoing, in the event a claim is received by or lawsuit is

filed against the City for applicable matters, accidents, or injuries that occurred during the Contractor's insurance lapse, the City shall use the retainage to defend, pay costs of defense, or settle any and all such claims, lawsuits, or judgments, with any and all amounts in excess of the retainage to be paid by the Contractor upon written demand by the City.

13. EXPENSES

Unless prior written approval by City is obtained or otherwise detailed in this Agreement, Contractor shall be responsible for all mileage and other miscellaneous expenses related to the fulfillment of the requirements of this Agreement. Mileage and other miscellaneous expenses shall be included in the Not to Exceed Amount.

14. TERMINATION:

- (a) Suspension. Should City desire to suspend the services, but not terminate the Agreement, City shall issue a written order to stop work. The written order shall set out the terms of the suspension. Contractor shall stop all services as set forth in this Agreement and will cease to incur costs to City during the term of the suspension. Contractor shall resume work when notified to do so by City in a written authorization to proceed. If a change in the terms and conditions of payment for services of this Agreement is necessary because of a suspension, a mutually agreed contract amendment will be executed in accordance with this Agreement.
- (b) Termination. The City, at its option and without prejudice to any other remedy to which it may be entitled to at law or in equity, or elsewhere under this Agreement, terminate this Agreement, in whole or part, by giving thirty (30) days prior written notice thereof to the Contractor with the understanding that all services being performed under this Agreement shall cease upon the date specified in such notice. City shall compensate the Contractor in accordance with the terms of this Agreement for the services performed prior to the date specified in such notice. In the event of cancellation, Contractor shall cease any and all services under this Agreement on the date of termination and to the extent specified in the notice of termination. Upon receipt of such notice, Contractor shall not incur any new obligations or perform any additional services and shall cancel any outstanding obligations or services to be provided. Upon termination of this Agreement as herein above provided, any and all unspent funds that were paid or provided by City to Contractor under this Agreement and any and all City data, documents and information in Contractor's possession shall be returned to City within five (5) working days of the date of termination. In no event shall City's termination of this Agreement, for any reason, subject City to liability.
 - 1. Without Cause: This Agreement may be terminated, in whole or in part, without cause, by City upon thirty (30) days prior written notice to the Contractor
 - 2. With Cause: City reserves the right to terminate this Agreement immediately, in whole or in part, at its sole discretion, for the following reason s:

- A. Lack of, or reduction in, funding or resources in accordance with Section 30{Fiscal Funding Clause);
- B. Non-performance by Contractor or Contractor's failure or inability to perform or substantially perform, for whatever reason, the services required under this Agreement;
- C. Contractor's improper, misuse or inept performance of services under this Agreement;
- D. Contractor's failure to comply with the terms and provisions of this Agreement;
- E. Contractor's submission of invoices, data, statements and/or reports that are incorrect, incomplete, or false in any way;
- F. Contractor's failure to comply with City's reporting requirements, the program objectives, the terms, conditions, or standards of this Agreement, applicable federal, state, or local laws, rules, regulations and ordinances, or any other requirement set forth in this Agreement;
- G. Contractor's failure to perform the work and services required by this Agreement within the time specified herein or any extension thereof;
- H. Contractor's failure to provide City with proper notice of an assignment in accordance with Section 22 {Assignment};
- I. If Contractor becomes or is declared insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs, enters into an agreement for the composition, extension, or adjustment of all or substantially all of its obligations, or has a material change in its key employees; and/or
- J. Contractor's inability to perform under this Agreement due to judicial order, injunction or any other court proceeding.

15. NOTICE:

Any notice to be given under this Agreement shall be deemed to have been given if reduced to writing and delivered in person or mailed by overnight or Registered Mail, postage pre-paid, to the party who is to receive such notice, demand or request at the addresses set forth below. Such notice, demand or request shall be deemed to have been given three (3) days subsequent to the date it was so delivered or mailed.

TO CITY:

Opal Mauldin-Jones
City of Lancaster, City Manager
P.O. Box 940
Lancaster, Texas 75146
(972) 218-1300 (office)
(972) 275-0919 (fax)

TO CONTRACTOR:

Lisa Hill
Director of Community Services
Society of St. Vincent de Paul of North Texas
1120 Randlett St.
Lancaster, Texas 75146
Lisa@svdpcdallas.org

COPY TO:

David Ritter
City of Lancaster, City Attorney
740 E. Campbell Rd., Suite 800
Richardson, Texas 75081

16. SEVERABILITY:

If any provision of this Agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions in this Agreement. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.

17. SOVEREIGN IMMUNITY:

This Agreement is expressly made subject to City's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state law. The Parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that the City has by operation of law.

18. COMPLIANCE WITH LAWS:

In providing services required by this Agreement, Contractor must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations. Contractor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

19. GOVERNING LAW AND VENUE:

The validity and interpretation of this Agreement, and the rights and obligations of the Parties hereunder, shall be governed by and construed in accordance with the laws of the State of Texas. This Agreement is performable and enforceable in the City of Lancaster, Texas where the principal office of City is located and the state or federal courts of the City of Lancaster shall be the sole and exclusive venue for any litigation, special proceeding, or other proceeding as between the Parties that may be brought, or arise out of, in connection with, or by reason of this Agreement.

20. AMENDMENTS AND CHANGES IN THE LAW:

No modification, amendment, novation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the Parties hereto. Any alteration, addition or deletion to the terms of this Agreement which are required by changes in federal or state law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law.

21. THIRD PARTIES:

The obligations of each Party to this Agreement shall inure solely to the benefit of the other Party, and no other person or entity shall be a third party beneficiary of this Agreement or have any right to enforce any obligation created or established under this Agreement.

22. ASSIGNMENT:

Contractor may not assign its rights and duties under this Agreement without the prior written consent of City and approval of the Lancaster City Council, even if such assignment is due to a change in ownership or affiliation. Any assignment attempted without such prior consent shall be null and void. Such consent shall not relieve the assignor of liability in the event of default by its assignee.

23. CONTRA PROFERENTUM:

The doctrine of contra proferentum shall not apply to this Agreement. If an ambiguity exists in this Agreement, the Agreement shall not be construed against the Party who drafted the Agreement and such Party shall not be responsible for the language used.

24. ENTIRE AGREEMENT:

This Agreement, including its Attachments, Exhibits, and Addendums incorporated as a part hereof, shall constitute the entire agreement relating to the subject matter hereof between the Parties hereto and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written, and except as otherwise provided herein, this Agreement may not be modified without prior written agreement of the Parties. Each Party acknowledges that the other Party, or anyone acting on behalf of the other Party has made no representations, inducements, promises or agreements, orally or otherwise, unless such representations, inducements, promises or agreements are embodied in this Agreement, expressly or by incorporation.

25. BINDING EFFECT:

This Agreement and the respective rights and obligations of the Parties hereto shall inure to the benefit and be binding upon the successors and assigns of the Parties hereto, as well as the Parties themselves.

26. REMEDIES/WAIVER OF BREACH:

Pursuit of any remedy provided in this Agreement shall not preclude pursuit of any other remedies herein provided or any other remedies provided by law or equity, including injunctive relief, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any obligation of the defaulting Party hereunder or of any damages accruing by reason of the violation of any of the terms, provisions, and covenants herein contained. No waiver of any term, covenant, condition or violation of

this Agreement shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained, and forbearance to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. Any waiver of any provision of this Agreement or violation thereof must be by a written instrument.

27. FEDERAL FUNDED PROJECT:

If this Agreement is funded in part by either the State of Texas or the federal government, Contractor agrees to timely comply, without additional cost or expense to City, unless otherwise specified herein, with any statute, rule, regulation, grant, contract provision or other state or federal law, rule, regulation, or other similar restriction that imposes additional or greater requirements than stated herein and that is directly applicable to the services rendered under the terms of this Agreement.

28. DEFAULT/CUMULATIVE RIGHTS/MITIGATION:

It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Agreement are cumulative, and either Party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the Parties may have by law, statute, ordinance or otherwise. Contractor has a duty to mitigate damages.

29. PREVENTION OF FRAUD AND ABUSE:

Contractor shall establish, maintain and utilize internal management procedures sufficient to provide for the proper, effective management of all activities funded under this Agreement. Any known or suspected incident of fraud or program abuse involving Contractor's employees or agents shall be reported immediately to the City by Contractor. Moreover, Contractor warrants that it is not listed on a local, county, state or federal consolidated list of debarred, suspended and ineligible contractors and grantees. Contractor and City agree that every person who, as part of their employment, receives, disburses, handles or has access to funds collected pursuant to this Agreement does not participate in accounting or operating functions that would permit them to conceal accounting records and the misuse of said funds. Contractor shall, upon notice by City, refund expenditures of the Contractor that are contrary to this Agreement and deemed inappropriate by the City.

30. FISCAL FUNDING CLAUSE:

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

31. NO BOYCOTT OF ISRAEL:

Pursuant to Section 2271.002 of the Texas Government Code, Contractor verifies that it:

- (a) Does not boycott Israel; and
- (b) Will not boycott Israel during the Term of this Agreement.

32. COUNTERPARTS, NUMBER/GENDER AND HEADINGS:

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Words of any gender used in this Agreement shall be held and construed to include any other gender. Any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

33. INDEPENDENT CONTRACTOR:

Contractor, including its employees, agents or licensees, is an independent contractor and not an agent, servant, joint enterprise or employee of the City, and is responsible for its own acts, omissions, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of services covered under this Agreement, and shall be specifically responsible for sufficient supervision and inspection to ensure compliance in every respect with the contract requirements. There shall be no contractual relationship between any subcontractor, agent, employee or supplier of the Contractor and the City by virtue of this Agreement.

34. SUBCONTRACTING:

The costs of all subcontracted services are included in the fees paid herein. Subcontracts entered into by the Contractor will be in writing and subject to all requirements herein. Contractor agrees that it will solely be responsible to City for the performance of this Agreement. Contractor shall pay all subcontractors in a timely manner. City shall have the right to prohibit Contractor from using any subcontractor.

35. ASSURANCES:

- (a) In providing services required by this Agreement, Contractor agrees to observe and comply with all grant requirements, licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable federal, state, and local statutes, ordinances, rules, and regulations. Contractor's failure to comply with this assurance shall be treated as a default and/or breach of this Agreement.
- (b) Contractor assures that it will not transfer or assign its interest in this Agreement without written consent of City. Contractor understands that in the event that all or substantially all of Contractor's assets are acquired by another entity, Contractor is still obligated to fulfill the terms and conditions of this Agreement. City approval to transfer or assign Contractor's interest in this Agreement to an entity that acquires all or substantially all of Contractor's assets is subject to formal approval by the Commissioners Court.

- (c) Contractor, by acceptance of the terms of this Agreement, agrees and ensures that personnel providing the services hereunder are duly licensed and/or qualified to perform the required services. Contractor further agrees and ensures that all program and/or facility licenses or permits necessary to perform the required services are current and that City will be notified immediately if such licenses or permits become invalid during the Term of this Agreement.
- (d) Contractor agrees to adhere to confidentiality requirements, as applicable, for the services performed for City under this Agreement, and any other confidentiality provisions or laws, whether federal or state, relating to the services being providing hereunder.
- (e) Contractor assures that it will not use any information, documents, or data provided to Contractor by City for any proprietary purposes and shall not copy, sell, exchange, disclose or provide to others or use any information, documents or data reasonably related to this Agreement for its own proprietary interests.
- (f) Contractor agrees to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
- (g) Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations and non-discrimination laws and regulations. When required, Contractor shall furnish City satisfactory proof of compliance therewith.
- (h) Contractor certifies that it is not aware of any conflicts of interest involving any City of Lancaster official or employee related to this Agreement or the services provided under this Agreement.
- (i) Contractor certifies that it is not currently involved, either directly or indirectly, with any litigation against or involving the City of Lancaster.
- (j) Contractor will develop and implement an agency-wide drug free work place policy. Contractor will also require that all contracts between itself and subcontractors also comply with said requirements.
- (k) Contractor understands that reimbursement for costs under this Agreement shall be in accordance with all applicable federal rules, regulations, cost principles, and other requirements relating to reimbursement.
- (l) Under Section 231.006, Texas Family Code, Contractor certifies to City that Contractor is not delinquent in any child support obligations and therefore ineligible to receive payment under the terms of this Agreement. Contractor hereby acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

- (m) Contractor, by executing this Agreement, hereby certifies that it is not delinquent in its Texas franchise tax payments, or that it is exempt from, or not subject to such a tax. A false statement concerning the corporation's franchise tax status shall constitute grounds for termination of this Agreement at the sole option of the City.
- (n) Contractor certifies to City that Contractor is not delinquent on the repayment of any federal, state, or local debt or other obligation.
- (o) Contractor certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal, state, or local department or agency.
- (p) Contractor shall pay all subcontractors in a timely manner. City shall have no liability to any subcontractors in the event Contractor does not pay or delays payment to any subcontractors. At termination or expiration of this Agreement, Contractor shall deliver to City an affidavit of all bills paid. Final payment shall be contingent upon receipt of such affidavits as resolution of all accounting for which City is or may be liable under this Agreement.
- (q) Failure to comply with any of these assurances or any other requirements specified within this Agreement will put Contractor in default and/or breach of this Agreement and may result, at the sole discretion of City; in the disallowance of funds and the withholding of future awards, in addition to any other remedies permitted by law.

36. PROMPT PAYMENT ACT:

Contractor agrees that a temporary delay in making payments due to the City's accounting and disbursement procedures shall not place the City in default of this Agreement and shall not render the City liable for interest or penalties, provided such delay shall not exceed thirty (30) days after its due date. Any payment not made within thirty (30) days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.

37. TAX

Lancaster, as a city of the State of Texas, is exempted from the payment of Texas state and local sales, excise, and use taxes pursuant to Tex. Loc. Gov't Code § 151.309, and shall therefore not be liable or responsible to the Contractor for the payment of such taxes under this Agreement.

The fees paid to Contractor pursuant to this Agreement are inclusive of any applicable sales, use, personal property or other taxes attributable to periods on or after the applicable effective date of this Agreement and based upon or measured by Contractor's cost in acquiring or providing products and/or services and related materials and supplies furnished or used by Contractor in performing his obligations hereunder, including all personal property and use taxes, if any, due on equipment or software owned by Contractor.

Contractor accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, Workers' Compensation Insurance, Unemployment Insurance, or Retirement Benefits, Pensions, or annuities now or hereafter imposed under any state or federal laws which are measured by the wages, salaries, or other remuneration pay to persons employed by Contractor for work performed under the terms of this Agreement and **agrees to indemnify and save harmless the City from any such contribution or taxes or liability.**

38. .TRANSITION SERVICES REQUIRED OF CONTRACTOR:

Upon notice of termination and/or expiration of this Agreement, the City shall immediately have the right to audit any and all records of Contractor relating to this Agreement. Moreover, upon the termination and/or expiration date of this Agreement, Contractor agrees to transition the services provided herein in a cooperative manner and provide anything requested from the City at no additional cost, including, but not limited to the following, upon date of termination and/or expiration : (I) All contract and services documentation, including all records, books and data reasonably related to this Agreement, maintained in accordance with Section 8 (Reporting and Accountability) of this Agreement and identified in a complete, neat and orderly manner; (ii) A good faith pledge to cooperate with City upon transition of services to another contractor or City department providing the same or similar services; (iii) Records, books and data, including electronic data, in a format compatible with City's information technology capabilities, or in a format compatible with a succeeding contractor's information technology capabilities, as determined by City; (iv) Final accounting of all income derived from the Agreement; (v) Downloading and removal of all City information from Contractor's equipment and software; and (vi) Removal of Contractor's services without degradation or other adverse effect on City's system. This provision shall survive termination or cancellation of this Agreement.

39. SIGNATORY WARRANTY:

The undersigned signatories for the Parties hereby represent and warrant that they are officers of their respective organizations for which they have executed this Agreement and that they have full and complete authorities to enter into this Agreement on behalf of their respective organizations and that the executions thereof are the acts of the parties involved and have been delivered and constitute legal, valid and binding obligations of the respective Parties.

40. ACCEPTANCES

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

EXECUTED this _____ day of _____, 2020.

CITY OF LANCASTER:

CONTRACTOR:

BY: Opal Mauldin-Jones
City Manager

BY: Lisa Hill
Director of Development Services

ATTEST:

BY: Sorangel O. Arenas, City Secretary

EXHIBIT A

GENERAL FRAMEWORK

City of Lancaster Emergency Assistance Program

PURPOSE: The program is designed to rapidly provide short-term assistance to those individuals and households that are experiencing or at-risk of negative COVID-19 related financial consequences, including inability to pay for utilities, childcare costs, or mortgage or lease payments. One of the primary aims of the program is to address the needs of individuals at risk of becoming homeless because of the current pandemic.

SCOPE OF SERVICES: Contractor will provide comprehensive application processing, award, and disbursement services in connection with the City of Lancaster Emergency Assistance Programs for utilities, childcare and housing (mortgage/rental) that are funded by federal COVID-19 emergency assistance funds. Application forms will be City-approved prior to use, and Contractor will provide City with reports sufficient to ensure compliance with all federal standards and City eligibility criteria, including City residency and income eligibility.

EMPHASIS/TARGET POPULATION: Individuals/households earning no more than 80% of the Dallas area median income.

JUSTIFICATION: With the current unemployment rate having suddenly risen to a figure that is perhaps as high as 15% and a disproportionate amount of the lost jobs having been those previously held by low/moderate income people, the level of needed assistance is inordinately high.

TOTAL PROGRAM FUNDS AND PAYMENT TO CONTRACTOR: Total program funds will depend on federal funding received by the City. The City will allocate \$250,000 to the Utility Assistance Program, \$200,000 to the Housing Assistance Program, and \$260,000 to the Childcare/Daycare Assistance Program. The Contractor will be compensated for program administration costs by taking ten percent (10%) of the total funding assistance awarded and actually provided under the Emergency Assistance Program Management Services Agreement.

ASSISTANCE TO BE PROVIDED: There are three (3) programs available to applicants: Utility Assistance, Housing Emergency Assistance, and Childcare Emergency Assistance. Applicants may apply for one, two, or all three programs. The applicable maximums will be as follows: Utility Assistance: \$150; Childcare: \$1000; Housing: \$1500. Funds will be awarded on a per-household basis, and the maximum aggregate per-household amount will be \$2650 per household (\$1500 housing, \$1000 childcare, and \$150 utility), less the 10% program administration fees payable to Contractor, for those households that apply for, and receive the maximum amounts for all three programs. Funds can be used to pay all of any part of these expenses, up to the indicated program-specific maximum, including arrears that occurred after (but not before) March 1, 2020. Funds will be issued in the form of a grant and will be paid directly to the landlord, mortgagee, utility provider, or childcare provider on behalf of the applicant. Provided assistance will never exceed the difference between 30% of the household's income and the program's reasonable rent standard. Assistance will not be provided to households without prior approval from the

City of Lancaster. The total amount of assistance will be limited to those funds provided to the City under the federal program.

INITIAL EXPECTATIONS: It is anticipated that once the program becomes operational, its initial allocation will be committed within 90 days.

APPLICATION PROCESS: Applications will be taken by St. Vincent de Paul of North Texas located in Lancaster Texas. Completed applications will be processed on a first-come, first-served basis.

ELIGIBILITY AREA: For eligible individuals and households who principally reside within the City of Lancaster, and have not received funding from other federal CARES ACT assistance programs.

ELIGIBILITY CRITERIA:

- Principal residence must have been within the eligible area since at least March 1, 2020;
- Applicants must possess household incomes of 80% or less of the Dallas area median income and provide proof that their incomes have been adversely affected by the current pandemic (loss of job, reduced hours, reduction in pay, increased healthcare expenses, added childcare expenses, etc.);
- Applicants cannot already be receiving CARES Act-funded assistance from another entity or agency, occupying housing owned by an immediate family member, utilizing a housing choice/project based voucher, or living in public housing.

Meeting this criteria does not obligate the City to provide assistance to any applicant.

AREA MEDIAN INCOME:

Household Size	Program Limit-80% AMI
1-person	\$48,000
2-person	\$55,200
3-person	\$62,100
4-person	\$68,950
5-person	\$74,500
6-person	\$80,000
7-person	\$85,000
8+person	\$91,050

METRICS: Selected qualified third-party entities will provide assistance to eligible recipients within two weeks of a completed application.

REPORTING: The selected qualified third-party entity will provide biweekly reports to the City of Lancaster including total applications, total awards, recipient addresses, and fund balance remaining.

SPECIAL PROVISIONS: Because of the program's mission to rapidly provide assistance, the program will have the following special provisions:

- The City Manager will have the authority to revise any of the program's policies, rules, and terms provided she informs the Lancaster City Council within twenty-four hours of the proposed change. She will also have the authority to approve additional incremental funding to third-party partners who demonstrate that current funding has been committed to qualified households. She does not, however, have the authority to unilaterally provide additional funding to the program. Should the City Manager revise a component of this program and sufficiently informs the Council, the Council still retains the right to formally rescind, reverse, alter, or adopt the revision.
- Under most City contracts, payments/assistance is provided on a reimbursable or after-the-fact basis. Should the chosen administrative entity not have the financial capacity to "front" the assistance that will be provided under this program, the City will need to advance funding to the administrative entity.

LANCASTER CITY COUNCIL

A City Council Regular Meeting

6.

Meeting Date: 07/27/2020

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

Goal(s): Healthy, Safe & Engaged Community

Submitted by: Carey Neal, Assistant to the City Manager

Agenda Caption:

Consider a resolution acknowledging Black Lives Matter, condemning racism, and honoring the lives of Ahmad Arbery, Breonna Taylor, and George Floyd.

Background:

As prescribed in the City Council rules and procedures as amended August 2019, Section D. City Council Agenda Process, Subsection 1.b., Councilmember Nina Morris requested that an item be included on the Council agenda for the purpose of discussing and considering a resolution acknowledging Black Lives Matter, condemning racism, and honoring the lives of Ahmaud Arbery, Breonna Taylor, and George Floyd.

On June 22, 2020, Councilmember Morris discussed the National League of Cities (NLC) equity inclusion initiative and Lancaster Resolution 2019-10-84 regarding social equity. Councilmember Morris read a personal letter of her own words to the City Council discussing her thoughts on the racial and social justice and the effects it has in the Lancaster community. She addressed her opinion to add the words "racial equity" to the current City social equity resolution.

During the strategic planning on June 26 through June 27, 2020, Councilmember Morris requested that the City Council discuss a resolution for Black Lives Matter based on draft language provided for consideration.

At the July 20, 2020 City Council Work Session, the item was discussed.

Legal Considerations:

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

Public Information Considerations:

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

Options/Alternatives:

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

Recommendation:

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

Attachments

Resolution

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, CONDEMNING RACISM AND HONORING AHMAUD ARBERY, BEONNA TAYLOR, AND GEORGE FLOYD.

WHEREAS, recent tragedies in Brunswick, Georgia, Louisville, Kentucky, and Minneapolis, Minnesota have again shone a light on systemic racism and the current and historically disparate treatment of African Americans and black people in our country; and

WHEREAS, we are outraged at the murders of Ahmaud Arbery, Breonna Taylor, and George Floyd, and the City of Lancaster condemns all forms of racism and police brutality, and supports and protects all its residents no matter their ethnicity, race, faith, sexual orientation, or gender; and

WHEREAS, we support and commit to the calling out hate and discrimination when we see it and help promote our core American value that no one should be targeted because of their identity; and

WHEREAS, violence, hate crimes, and police brutality create fearful and unstable communities; and

WHEREAS, as public servants we have an even greater responsibility to speak out against racism, discrimination, bias, and hatred because when the unacceptable becomes the norm in our society, human rights for all are threatened; and

WHEREAS, the City of Lancaster affirms and commits to protect the rights of all people, including the Black Lives Matter Movement, and justice allies and activists in our community who speak up and protest and demand justice for all; and

WHEREAS, hate will not be tolerated, and we will stand together to fight any form of bigotry, discrimination, or hate, in speech or action, against any group, from whatever the source; in accordance with the law.

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

SECTION 1. City Council and Mayor wholeheartedly condemn the actions and injustices that have again wrought division and crisis in our community and across the United States.

SECTION 2. The City of Lancaster recommits to working on ways in which we can engage our communities to address and uproot institutionalized racism and implicit bias and offer spaces for dialogue, training's, and understanding.

SECTION 3. That the City Council of the City of Lancaster, Texas will maintain constant vigilance with regard to its own public safety policies and actions and do everything in its power to make certain that Lancaster is and will remain a welcoming city opposed to the acts of racism and bigotry.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 27th, day of July, 2020.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

LANCASTER CITY COUNCIL

A City Council Regular Meeting

7.

Meeting Date: 07/27/2020

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

Goal(s): Sound Infrastructure

Submitted by: Andrew Waits, Director of Public Works

Agenda Caption:

Consider a resolution approving the terms and conditions of an agreement with Reynolds Asphalt Company through the utilization of an Interlocal Agreement with the City of Grand Prairie for the reconstruction of a portion of West Main Street between Beltline Road and Houston School Road Phase I in an amount not to exceed six hundred seventy-four thousand seven hundred fifty-one dollars (\$674,751.00).

Background:

Sound Infrastructure has been identified as a Key Performance Objective by the City Council. The City has a pavement management program which has rated the roadways within the City and recommended maintenance based upon the conditions. Staff has been completing infrastructure projects annually to realize the goal of having a preventative maintenance program and well maintained streets. The completion of this project will continue to advance Council's objective in this area.

This phase of the project will begin at Beltline Road and conclude at Houston School Road. The contractor will remove the existing asphalt pavement and perform compaction of the subgrade prior to the installation of new asphalt pavement as identified on the attached submittal labeled Exhibit "A". This will provide for a smoother driving experience for vehicles that travel the roadway. City staff will serve as the project manager and will coordinate with Reynolds Asphalt & Construction Company to ensure the pavement replacement is in accordance with the City of Lancaster design manual specifications.

Operational Considerations:

The Interlocal Cooperation Act, Chapter 791 of the Texas Government Code authorizes units of local government to contract with one or more units of local government to perform governmental functions and services. The use of Interlocal Agreements allow staff to utilize other agencies' formal bid contracts. Each entity's formal bid process must meet the requirements set forth in the statutes, including advertising, Minority and Women-Owned Business Enterprise (M/WBE) participation, reference checks, verification of insurance and bonding, if required by specifications, and any other requirements. Use of Interlocal Agreements allow the City to address the operation needs in a timely manner. Additionally, savings are achieved through aggregate volumes.

Legal Considerations:

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

Public Information Considerations:

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

Fiscal Impact:

This project was included in the FY 2019/2020 budget and will not exceed six hundred seventy-four thousand seven hundred fifty-one dollars (\$674,751.00).

Options/Alternatives:

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

Recommendation:

Staff recommends approval of the resolution, as presented.

Attachments

Resolution

Exhibit A

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BETWEEN REYNOLDS ASPHALT & CONSTRUCTION COMPANY AND THE CITY OF LANCASTER FOR THE RECONSTRUCTION OF A PORTION OF WEST MAIN STREET IN AN AMOUNT NOT TO EXCEED SIX HUNDRED SEVENTY-FOUR THOUSAND SEVEN HUNDRED FIFTY-ONE DOLLARS AND ZERO CENTS (\$674,751.00); AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lancaster has determined, after due consideration and study, that it is in the best interest of the City to execute the Agreement ("Agreement") with Reynolds Asphalt & Construction Company for the reconstruction of a portion of West Main Street between Beltline Road and Houston School Road; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code authorizes units of local government to contract with one or more units of local government to perform governmental functions and services through the utilization of an Interlocal Agreement with the City of Grand Prairie, Texas.

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

SECTION 1. That the City Council hereby approves and accepts the terms and conditions of the Agreement with Reynolds Asphalt & Construction Company, attached hereto and incorporated herein by reference as Exhibit "A" (standard fixed price construction agreement with attachments) for reconstruction of West Main Street between Beltline Road and Houston School Road.

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

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

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

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 27th day of July, 2020.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

City of Lancaster, Texas

Standard Fixed Price Construction Agreement

This Agreement is made by and between the City of Lancaster, Texas, a home-rule municipality (hereinafter referred to as the "Owner") and Reynolds Asphalt & Construction Company, (hereinafter referred to as the "Contractor") for construction of West Main Street between Beltline Road and Houston School Road, (hereinafter referred to as the "Project"), the Owner and the Contractor hereby agree as follows:

ARTICLE I: CONTRACT & CONTRACT DOCUMENTS

1.1 THE CONTRACT

1.1.1 The Contract between the Owner and the Contractor, of which this Agreement is a part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last party to execute it.

1.2 THE CONTRACT DOCUMENTS

1.2.1 The Contract Documents consist of this Agreement, the inter-local agreement between the City of Grand Prairie and the City of Lancaster, the pavement resurfacing services contract between the City of Grand Prairie and Reynolds Asphalt & Construction Company, the Specifications, the Drawings, all Change Orders and Field Orders issued hereafter, the pricing documents and map attached hereto; any other amendments hereto executed by the parties hereafter, together with the following (if any):

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

1.3 ENTIRE AGREEMENT

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

1.4 NO PRIVACY WITH OTHERS

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

1.5 INTENT AND INTERPRETATION

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

1.5.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is

required by any one Contract Document shall be considered as required by the Contract.

1.5.3 When a word, term or phrase is used in this Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.

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

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

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

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

have been or are hereby made. Further, the Contractor represents and warrants that it has had a sufficient opportunity to inspect the Project site and assumes any and all responsibility for inadequacies or ambiguities in the plans, drawings or specifications as well as for latent conditions of the site where the work is to be performed.

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

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

1.6 OWNERSHIP OF CONTRACT DOCUMENTS

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

ARTICLE II: THE WORK

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

2.2 WORK

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

Cost estimate and Scope of Work labeled Exhibit A

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

ARTICLE III: CONTRACT TIME

3.1 TIME AND LIQUIDATED DAMAGES

3.1.1 The Contractor shall commence the Work within 10 days of receipt of a written Notice to Proceed, and shall achieve Substantial Completion of the Work no later than ninety (90) working days from the date specified in the Notice to Proceed. The parties acknowledge that time is of the essence in the performance of the terms of this Contract. The term "calendar days" shall mean any and all days of the week or month, no days being excepted. It is contemplated by the parties that the progress of the Work may be delayed by certain conditions beyond the control of the parties; these delays have been contemplated by the parties and considered in the time allotted for performance specified herein and includes, but is not limited to delays occasioned on account of adverse weather, temporary unavailability of materials, shipment delays, and the presence and potential interference of other contractors who may be performing work at the Project site unrelated to this agreement.

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

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

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

3.1.4 No claim shall be made by the Contractor to the Owner, and no damages, costs or extra compensation shall be allowed or paid by the Owner to the Contractor for any delay or hindrance from any cause in the progress or completion of the Work or this Contract. The Contractor's sole remedy in the event of any delay or

hindrance shall be to request time extensions by written change orders as provided for hereinafter. Should the Contractor be delayed by an act of the Owner, or should the Owner order a stoppage of the Work for sufficient cause, an extension of time shall be granted by the Owner by written authorization upon written application, which extension shall not be unreasonably denied, to compensate for the delay.

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

3.2 SUBSTANTIAL COMPLETION

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

3.3 TIME IS OF THE ESSENCE

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

ARTICLE IV: CONTRACT PRICE

4.1 THE CONTRACT PRICE

4.1.1 The Owner shall pay, and the Contractor shall accept, as full and complete payment for all of the Work required herein, the fixed sum of up to six hundred seventy-four thousand seven hundred fifty-one dollars and zero cents (\$674,751.00).

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

ARTICLE V: PAYMENT OF THE CONTRACT PRICE

5.1 SCHEDULE OF VALUES

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

and shall only constitute such basis after it has been acknowledged and accepted in writing by the Architect and the Owner.

5.2 PAYMENT PROCEDURE

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

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

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

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

5.2.5 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which such Subcontractor is entitled. In the event the Owner becomes informed that the Contractor has not paid a Subcontractor as herein provided, the Owner shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the Owner, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the Owner to repeat the procedure in the future.

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

5.3 WITHHELD PAYMENT

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

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

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

5.4 UNEXCUSED FAILURE TO PAY

5.4.1 If within fifteen (15) days after the date established herein for payment to the Contractor by the

Owner, the Owner, without cause or basis hereunder, fails to pay the Contractor any amount then due and payable to the Contractor, then the Contractor may after ten (10) additional days' written notice to the Owner and the Architect, and without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from the Owner have been received. Late payments shall not accrue interest or other late charges.

5.5 SUBSTANTIAL COMPLETION

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

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

5.6 COMPLETION AND FINAL PAYMENT

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

5.6.1.1 If the Contractor fails to achieve final completion within the time fixed by the Architect in its Certificate of Substantial Completion, the Contractor shall pay the

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

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

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

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

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

ARTICLE VI: THE OWNER

6.1 INFORMATION, SERVICES AND THINGS REQUIRED FROM OWNER

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

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

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

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

6.2 RIGHT TO STOP WORK

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

6.3 OWNER'S RIGHT TO PERFORM WORK

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

ARTICLE VII: THE CONTRACTOR

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

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

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

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

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

7.4 WARRANTY

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

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

7.6 SUPERVISION

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

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

NAME	FUNCTION
Reynolds Asphalt & Construction Company's on-site Foreman	

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

listed above, the Contractor shall be bound by the provisions of this Subparagraph 7.6.2 as though such individuals had been listed above.

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

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

7.9 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

7.10 CLEANING THE SITE AND THE PROJECT

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

7.11 ACCESS TO WORK AND INSPECTIONS

7.11.1 The Owner and the Architect shall have access to the Work at all times from commencement of the

Work through final completion. The Contractor shall take whatever steps necessary to provide access when requested. When reasonably requested by the Owner or the Architect, the Contractor shall perform or cause to be performed such testing as may be necessary or appropriate to insure suitability of the jobsite or the Work's compliance with the Contract requirements.

7.12 INDEMNITY AND DISCLAIMER

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

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

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

7.13 NONDISCRIMINATION

7.13.1 The Contractor shall not discriminate in any way against any person, employee or job applicant on the

basis of race, color, creed, national origin, religion, age, sex, or disability where reasonable accommodations can be effected to enable the person to perform the essential functions of the job. The Contractor shall further insure that the foregoing nondiscrimination requirement shall be made a part and requirement of each subcontract on this Project.

7.14 PREVAILING WAGE RATES

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

7.15 JOB SITE SAFETY PRECAUTIONS

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

7.16 WARNING DEVICES AND BARRICADES

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

insure the placement, maintenance and operation of any and all such warning devices as may be required by the City of Lancaster and shall do so until no longer required by the City. Such devices shall be in compliance with and conform to the manual and specifications for the uniform system of traffic control devices adopted by the Texas Department of Transportation.

7.17 PROTECTION OF UTILITIES & OTHER CONTRACTORS

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

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

ARTICLE VIII: CONTRACT ADMINISTRATION

8.1 THE ARCHITECT

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

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

8.2 ARCHITECT'S ADMINISTRATION

8.2.1 The Architect, unless otherwise directed by the Owner in writing, will perform those duties and discharge those responsibilities allocated to the Architect as set forth in this Contract. The Architect shall be the Owner's representative from the effective date of this Contract until final payment has been made.

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

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

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

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

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

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

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

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

8.3 CLAIMS BY THE CONTRACTOR

8.3.1 The Architect shall determine all claims and matters in dispute between the Contractor and Owner with regard to the execution, progress, or sufficiency of the Work or the interpretation of the Contract Documents, including but not limited to the plans and specifications. Any dispute shall be submitted in writing to the Architect within seven (7) days of the event or

occurrence or the first appearance of the condition giving rise to the claim or dispute who shall render a written decision within a reasonable time thereafter. The Architect's decisions shall be final and binding on the parties. In the event that either party objects to the Architect's determination as to any submitted dispute, that party shall submit a written objection to the Architect and the opposing party within ten (10) days of receipt of the Architect's written determination in order to preserve the objection. Failure to so object shall constitute a waiver of the objection for all purposes.

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

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

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

The failure by the Contractor to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

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

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

8.4 FIELD ORDERS

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

8.5 MEDIATION

8.5.1 In the event that a dispute arises under the terms of this Contract, following an adverse determination by the Architect and proper preservation of the issue as required herein, the parties agree to submit to mediation. In such event, the parties shall agree to a designated person to serve as mediator and

each party shall be responsible for payment of one-half of the total mediation fees. The parties shall submit the dispute to mediation as soon as practical and in no event later than one (1) year after the Architect's written decision on the matter. At least one designated representative of each party must attend and participate in good faith in an effort to resolve the matters in dispute.

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

ARTICLE IX: SUBCONTRACTORS

9.1 DEFINITION

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

9.2 AWARD OF SUBCONTRACTS

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

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

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

ARTICLE X: CHANGES IN THE WORK

10.1 CHANGES PERMITTED

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

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

10.2 CHANGE ORDER DEFINED

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

10.3 CHANGES IN THE CONTRACT PRICE

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

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

10.3.3 If unit prices are provided in the Contract, and if the quantities contemplated are so changed in a proposed Change Order that application of such unit prices to the quantities of Work proposed will cause

substantial inequity to the Owner or to the Contractor, the applicable unit prices shall be equitably adjusted.

10.4 MINOR CHANGES

10.4.1 The Architect shall have authority to order minor changes in the Work not involving a change in the Contract Price or an extension of the Contract Time and not inconsistent with the intent of this Contract. Such minor changes shall be made by written Field Order, and shall be binding upon the owner and the Contractor. The Contractor shall promptly carry out such written Field Orders.

10.5 EFFECT OF EXECUTED CHANGE ORDER

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

10.6 NOTICE TO SURETY; CONSENT

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

ARTICLE XI: UNCOVERING & CORRECTING WORK

11.1 UNCOVERING WORK

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

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

11.2 CORRECTING WORK

11.2.1 The Contractor shall immediately proceed to correct Work rejected by the Architect as defective or failing to conform to this Contract. The Contractor shall pay all costs and expenses associated with correcting

such rejected Work, including any additional testing and inspections, and reimbursement to the Owner for the Architect's services and expenses made necessary thereby.

11.2.2 If within one (1) year after Substantial Completion of the Work any of the Work is found to be defective or not in accordance with this Contract, the Contractor shall correct it promptly upon receipt of written notice from the Owner. This obligation shall survive final payment by the Owner and termination of this Contract. With respect to Work first performed and completed after Substantial Completion, this one-year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and completion of the subject Work.

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

11.3 OWNER MAY ACCEPT DEFECTIVE OR NONCONFORMING WORK

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

ARTICLE XII: CONTRACT TERMINATION

12.1 TERMINATION BY THE CONTRACTOR

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

12.1.2 If the Owner shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of fifteen (15) days after receiving written notice

from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance under this Contract by written notice to the Architect and the Owner. In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 12.2.1 hereunder.

12.2 TERMINATION BY THE OWNER

12.2.1 FOR CONVENIENCE

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

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

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

12.2.1.4

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

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

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

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

(ii) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages), provided however, that if it appears that the Contractor would have not profited or would have sustained a loss if the

entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

(iii) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

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

12.2.2 FOR CAUSE

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

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

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

ARTICLE XIII: INSURANCE

13.1 CONTRACTOR SHALL MAINTAIN INSURANCE

13.1.1 The Contractor at his own expense shall purchase, maintain and keep in force during the life of this contract, adequate insurance that will protect the Contractor and/or any Additional Insured from claims

which may arise out of or result from operations under this contract. The insurance required shall provide adequate protections from all claims, whether such operations be by the Contractor or by any Additional Insured or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone whose acts of any of them may be liable and from any special hazards, such as blasting, which may be encountered in the performance of this contract in the amounts as shown below in Paragraph 13.2.1.

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

13.2 TYPES AND AMOUNTS OF INSURANCE

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

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

13.2 INSTALLATION FLOATER

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

13.3 Builders Risk

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

less than the insurable value of the work at completion less the value of the materials and equipment insured under installation floater insurance.

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

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

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

13.4 ADDITIONAL INSURED / PROJECT INFORMATION

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

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

13.5 WRITTEN NOTIFICATION

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

13.6 PREMIUMS AND ASSESSMENTS

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

13.7 CERTIFICATE OF INSURANCE

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

13.8 PRIMARY COVERAGE

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

13.9 WORKER'S COMPENSATION INSURANCE COVERAGE

13.9.1 The Contractor shall:

1) provide coverage for its employees providing services on a project, for the duration of the

project based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements;

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

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

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

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

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

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

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

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

Required Workers' Compensation Coverage

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

regardless of the identity of their employer or status as an employee."

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

and

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XIV: MISCELLANEOUS

14.1 LAWS AND ORDINANCES

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

14.2 GOVERNING LAW

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

14.3 SUCCESSORS AND ASSIGNS

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

14.4 SURETY BONDS

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

authorized to do business in the State of Texas by the State Board of Insurance.

14.4.2 If the Contract Price exceeds the sum of \$25,000.00, the Contractor, upon execution of the Contract and prior to commencement of the Work, shall furnish to the Owner a two-year maintenance bond in the amount of one hundred percent (100%) of the Contract Price covering the guaranty and maintenance prescribed herein, written by an approved surety authorized and duly licensed to conduct business in the State of Texas. The cost of said maintenance bond shall be included in the Contractor's unit bid prices and shall be paid by the Contractor.

14.5 SEVERABILITY

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

14.6 AMENDMENTS

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

14.7 NOTICES

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

EXECUTED in single or multiple originals, this 27th day of July, 2020.

CITY OF LANCASTER

Company Name

Opal Mauldin-Jones, City Manager

Type/Print Name and Title

ATTEST:

Address

SorAngel Arenas, City Secretary

CITY OF LANCASTER

W. Main Street - N. Houston School Rd to Belt Line

				UNIT PRICE	TOTAL	TOTAL
				BID	QUANTITY	COMPLETED TO DATE
1	HMAC Type D Delivered more than 1500 tons	TONS	\$	85.60		\$ -
2	HMAC Type D Delivered 500 to 1499 tons	TONS	\$	91.90		\$ -
3	HMAC Type D Delivered less than 499 tons	TONS	\$	105.70		\$ -
4	HMAC Type C Delivered more than 1500 tons	TONS	\$	85.00	1,100.00	\$ 93,500.00
5	HMAC Type C Delivered 500 to 1499 tons	TONS	\$	89.90		\$ -
6	HMAC Type C Delivered less than 499 tons	TONS	\$	105.70		\$ -
7	HMAC Type B Delivered more than 1500 tons	TONS	\$	84.40	2,100.00	\$ 177,240.00
8	HMAC Type B Delivered 500 to 1499 tons	TONS	\$	88.40		\$ -
9	HMAC Type B Delivered less than 499 tons	TONS	\$	104.50		\$ -
10	Additional Mileage Hauled beyond the first 10 from bidders plant items# 1-9 Per Ton Per Mile	EACH PER TON MILE	\$	12.60	3,200.00	\$ 40,320.00
**NOTE: \$0.60 per mile @ 21 miles **						
11	Move In/Out Charge for projects under 499 tons	EACH	\$	1,200.00		\$ -
12	Thoroughfare Traffic Control Charges Per street	EACH	\$	2,400.00	1.00	\$ 2,400.00
13	Manhole Ring Riser Adjustment/Placement Ring	EACH	\$	250.00	5.00	\$ 1,250.00
14	Valve Ring Riser Adjustment/Placement Ring	EACH	\$	150.00	5.00	\$ 750.00
15	Base Repair - Flex Base	SY	\$	79.70		\$ -
16	Flex Base furnish and install	TONS	\$	38.30	2,200.00	\$ 84,260.00
17	8" Cement Slab Existing - more than 3000 sy	SY	\$	9.00	9,970.00	\$ 89,730.00
18	8" Cement Slab Existing - 1400 to 2999 sy	SY	\$	10.30		\$ -
19	8" Cement Slab Existing - less than 1399 sy	SY	\$	18.90		\$ -
20	Hauling Excessive Material more than 101 cy	CY	\$	23.00	2,770.00	\$ 63,710.00
21	Hauling Excessive Material 51 to 100 cy	CY	\$	25.90		\$ -
22	Hauling Excessive Material less than 50 cy	CY	\$	37.00		\$ -
23	Wedge Mill	LF	\$	4.40		\$ -
24	Full Depth Milling 0-4"	SY	\$	5.20		\$ -
25	Full Depth Milling Each Additional Inch	SY	\$	0.75		\$ -
26	Backfill Shoulders	LF	\$	1.40	6,900.00	\$ 9,660.00
27	8" Pulverization	SY	\$	4.45		\$ -
28	Petromat less than 2500 SY	SY	\$	5.35		\$ -
29	Petromat 2500 - 4999 SY	SY	\$	3.15		\$ -
30	Petromat more 5000 SY	SY	\$	2.60	9,200.00	\$ 23,920.00

TOTAL FOR PAGE


\$ 586,740.00

Line Items

Line 1

<u>Name</u>	<u>Project</u>	<u>Price</u>
Reynolds Asphalt Company	West Main Street Reconstruction	\$586,740.00
	Between Beltline Road and Houston School Rd.	15% Contingency \$88,011.00
		Total Project Cost \$674,751.00



 W. Main St.

 City Limits

0 375 750 1,500 Feet



City of Lancaster
West Main Street
from Belt Line Rd to Houston School Rd

LANCASTER CITY COUNCIL

A City Council Regular Meeting

8.

Meeting Date: 07/27/2020

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

Goal(s): Sound Infrastructure

Submitted by: Andrew Waits, Director of Public Works

Agenda Caption:

Consider a resolution approving the terms and conditions of an agreement with Reynolds Asphalt Company through the utilization of an Interlocal Agreement with the City of Grand Prairie for the reconstruction of a portion of Houston School Road between Pleasant Run Road and Beltline Road in an amount not to exceed nine hundred fifty-seven thousand sixteen dollars and twenty cents (\$957,016.20).

Background:

Sound Infrastructure has been identified as a Key Performance Objective by the City Council. The City has a pavement management program which has rated the roadways within the City and recommended maintenance based upon the conditions. Staff has been completing infrastructure projects annually to realize the goal of having a preventative maintenance program and well maintained streets. The completion of this project will continue to advance Council's objective in this area.

This project will begin at Pleasant Run Road and conclude at Beltline Road. The contractor will remove the existing asphalt pavement and perform compaction of the subgrade prior to the installation of new asphalt pavement as identified on the attached submittal labeled Exhibit "A". This will provide for a smoother driving experience for vehicles that travel the roadway. City staff will serve as the project manager and will coordinate with Reynolds Asphalt & Construction Company to ensure the pavement replacement is in accordance with the City of Lancaster design manual specifications.

Operational Considerations:

The Interlocal Cooperation Act, Chapter 791 of the Texas Government Code authorizes units of local government to contract with one or more units of local government to perform governmental functions and services. The use of Interlocal Agreements allow staff to utilize other agencies' formal bid contracts. Each entity's formal bid process must meet the requirements set forth in the statutes, including advertising, Minority and Women-Owned Business Enterprise (M/WBE) participation, reference checks, verification of insurance and bonding, if required by specifications, and any other requirements. Use of Interlocal Agreements allows the City to address the operation needs in a timely manner. Additionally, savings are achieved through aggregate volumes.

Legal Considerations:

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

Public Information Considerations:

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

Fiscal Impact:

This project was included in the FY 2019/2020 budget and will not exceed nine hundred fifty-seven thousand sixteen dollars and twenty cents (\$957,016.20).

Options/Alternatives:

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

Recommendation:

Staff recommends approval of the resolution, as presented.

Attachments

Resolution

Exhibit A

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BETWEEN REYNOLDS ASPHALT & CONSTRUCTION COMPANY AND THE CITY OF LANCASTER FOR THE RECONSTRUCTION OF A PORTION OF HOUSTON SCHOOL ROAD IN AN AMOUNT NOT TO EXCEED NINE HUNDRED FIFTY-SEVEN THOUSAND SIXTEEN DOLLARS AND TWENTY CENTS (\$957,016.20); AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lancaster has determined, after due consideration and study, that it is in the best interest of the City to execute the Agreement ("Agreement") with Reynolds Asphalt & Construction Company for the reconstruction of a portion of Houston School Road between Pleasant Run Road and Beltline Road; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code authorizes units of local government to contract with one or more units of local government to perform governmental functions and services through the utilization of an Interlocal Agreement with the City of Grand Prairie, Texas.

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

SECTION 1. That the City Council hereby approves and accepts the terms and conditions of the Agreement with Reynolds Asphalt & Construction Company, attached hereto and incorporated herein by reference as Exhibit "A" (standard fixed price construction agreement with attachments) for reconstruction of Houston School Road between Pleasant Run Road and Beltline Road.

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

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

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

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 27th day of July, 2020.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

City of Lancaster, Texas

Standard Fixed Price Construction Agreement

This Agreement is made by and between the City of Lancaster, Texas, a home-rule municipality (hereinafter referred to as the "Owner") and Reynolds Asphalt & Construction Company, (hereinafter referred to as the "Contractor") for construction of Houston School Road between Pleasant Run Road and Beltline Road (hereinafter referred to as the "Project"), the Owner and the Contractor hereby agree as follows:

ARTICLE I: CONTRACT & CONTRACT DOCUMENTS

1.1 THE CONTRACT

1.1.1 The Contract between the Owner and the Contractor, of which this Agreement is a part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last party to execute it.

1.2 THE CONTRACT DOCUMENTS

1.2.1 The Contract Documents consist of this Agreement, the inter-local agreement between the City of Grand Prairie and the City of Lancaster, the pavement resurfacing services contract between the City of Grand Prairie and Reynolds Asphalt & Construction Company, the Specifications, the Drawings, all Change Orders and Field Orders issued hereafter, the pricing documents and map attached hereto; any other amendments hereto executed by the parties hereafter, together with the following (if any):

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

1.3 ENTIRE AGREEMENT

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

1.4 NO PRIVITY WITH OTHERS

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

1.5 INTENT AND INTERPRETATION

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

1.5.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is

required by any one Contract Document shall be considered as required by the Contract.

1.5.3 When a word, term or phrase is used in this Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.

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

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

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

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

have been or are hereby made. Further, the Contractor represents and warrants that it has had a sufficient opportunity to inspect the Project site and assumes any and all responsibility for inadequacies or ambiguities in the plans, drawings or specifications as well as for latent conditions of the site where the work is to be performed.

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

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

1.6 OWNERSHIP OF CONTRACT DOCUMENTS

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

ARTICLE II: THE WORK

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

2.2 WORK

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

Cost estimate and Scope of Work labeled Exhibit A

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

ARTICLE III: CONTRACT TIME

3.1 TIME AND LIQUIDATED DAMAGES

3.1.1 The Contractor shall commence the Work within 10 days of receipt of a written Notice to Proceed, and shall achieve Substantial Completion of the Work no later than ninety (90) working days from the date specified in the Notice to Proceed. The parties acknowledge that time is of the essence in the performance of the terms of this Contract. The term "calendar days" shall mean any and all days of the week or month, no days being excepted. It is contemplated by the parties that the progress of the Work may be delayed by certain conditions beyond the control of the parties; these delays have been contemplated by the parties and considered in the time allotted for performance specified herein and includes, but is not limited to delays occasioned on account of adverse weather, temporary unavailability of materials, shipment delays, and the presence and potential interference of other contractors who may be performing work at the Project site unrelated to this agreement.

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

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

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

3.1.4 No claim shall be made by the Contractor to the Owner, and no damages, costs or extra compensation shall be allowed or paid by the Owner to the Contractor for any delay or hindrance from any cause in the progress or completion of the Work or this Contract. The Contractor's sole remedy in the event of any delay or

hindrance shall be to request time extensions by written change orders as provided for hereinafter. Should the Contractor be delayed by an act of the Owner, or should the Owner order a stoppage of the Work for sufficient cause, an extension of time shall be granted by the Owner by written authorization upon written application, which extension shall not be unreasonably denied, to compensate for the delay.

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

3.2 SUBSTANTIAL COMPLETION

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

3.3 TIME IS OF THE ESSENCE

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

ARTICLE IV: CONTRACT PRICE

4.1 THE CONTRACT PRICE

4.1.1 The Owner shall pay, and the Contractor shall accept, as full and complete payment for all of the Work required herein, the fixed sum of up to nine hundred fifty-seven thousand sixteen dollars and twenty cents (\$957,016.20).

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

ARTICLE V: PAYMENT OF THE CONTRACT PRICE

5.1 SCHEDULE OF VALUES

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

and shall only constitute such basis after it has been acknowledged and accepted in writing by the Architect and the Owner.

5.2 PAYMENT PROCEDURE

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

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

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

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

5.2.5 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which such Subcontractor is entitled. In the event the Owner becomes informed that the Contractor has not paid a Subcontractor as herein provided, the Owner shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the Owner, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the Owner to repeat the procedure in the future.

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

5.3 WITHHELD PAYMENT

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

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

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

5.4 UNEXCUSED FAILURE TO PAY

5.4.1 If within fifteen (15) days after the date established herein for payment to the Contractor by the

Owner, the Owner, without cause or basis hereunder, fails to pay the Contractor any amount then due and payable to the Contractor, then the Contractor may after ten (10) additional days' written notice to the Owner and the Architect, and without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from the Owner have been received. Late payments shall not accrue interest or other late charges.

5.5 SUBSTANTIAL COMPLETION

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

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

5.6 COMPLETION AND FINAL PAYMENT

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

5.6.1.1 If the Contractor fails to achieve final completion within the time fixed by the Architect in its Certificate of Substantial Completion, the Contractor shall pay the

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

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

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

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

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

ARTICLE VI: THE OWNER

6.1 INFORMATION, SERVICES AND THINGS REQUIRED FROM OWNER

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

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

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

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

6.2 RIGHT TO STOP WORK

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

6.3 OWNER'S RIGHT TO PERFORM WORK

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

ARTICLE VII: THE CONTRACTOR

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

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

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

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

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

7.4 WARRANTY

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

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

7.6 SUPERVISION

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

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

NAME	FUNCTION
Reynolds Asphalt & Construction Company's on-site Forman	

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

provisions of this Subparagraph 7.6.2 as though such individuals had been listed above.

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

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

7.9 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

7.10 CLEANING THE SITE AND THE PROJECT

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

7.11 ACCESS TO WORK AND INSPECTIONS

7.11.1 The Owner and the Architect shall have access to the Work at all times from commencement of the Work through final completion. The Contractor shall

take whatever steps necessary to provide access when requested. When reasonably requested by the Owner or the Architect, the Contractor shall perform or cause to be performed such testing as may be necessary or appropriate to insure suitability of the jobsite or the Work's compliance with the Contract requirements.

7.12 INDEMNITY AND DISCLAIMER

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

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

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

7.13 NONDISCRIMINATION

7.13.1 The Contractor shall not discriminate in any way against any person, employee or job applicant on the basis of race, color, creed, national origin, religion,

age, sex, or disability where reasonable accommodations can be effected to enable the person to perform the essential functions of the job. The Contractor shall further insure that the foregoing nondiscrimination requirement shall be made a part and requirement of each subcontract on this Project.

7.14 PREVAILING WAGE RATES

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

7.15 JOB SITE SAFETY PRECAUTIONS

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

7.16 WARNING DEVICES AND BARRICADES

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

and all such warning devices as may be required by the City of Lancaster and shall do so until no longer required by the City. Such devices shall be in compliance with and conform to the manual and specifications for the uniform system of traffic control devices adopted by the Texas Department of Transportation.

7.17 PROTECTION OF UTILITIES & OTHER CONTRACTORS

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

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

ARTICLE VIII: CONTRACT ADMINISTRATION

8.1 THE ARCHITECT

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

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

8.2 ARCHITECT'S ADMINISTRATION

8.2.1 The Architect, unless otherwise directed by the Owner in writing, will perform those duties and discharge

those responsibilities allocated to the Architect as set forth in this Contract. The Architect shall be the Owner's representative from the effective date of this Contract until final payment has been made.

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

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

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

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

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

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

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

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

8.3 CLAIMS BY THE CONTRACTOR

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

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

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

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

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

constitute a waiver of any claim for additional compensation.

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

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

8.4 FIELD ORDERS

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

8.5 MEDIATION

8.5.1 In the event that a dispute arises under the terms of this Contract, following an adverse determination by the Architect and proper preservation of the issue as required herein, the parties agree to submit to mediation. In such event, the parties shall agree to a designated person to serve as mediator and each party shall be responsible for payment of one-half of the total mediation fees. The parties shall submit the

dispute to mediation as soon as practical and in no event later than one (1) year after the Architect's written decision on the matter. At least one designated representative of each party must attend and participate in good faith in an effort to resolve the matters in dispute.

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

ARTICLE IX: SUBCONTRACTORS

9.1 DEFINITION

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

9.2 AWARD OF SUBCONTRACTS

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

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

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

ARTICLE X: CHANGES IN THE WORK

10.1 CHANGES PERMITTED

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

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

10.2 CHANGE ORDER DEFINED

10.2.1 Change Order shall mean a written order to the Contractor executed by the Owner and the Architect, issued after execution of this Contract, authorizing and

directing a change in the Work or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Contract Price and the Contract Time may be changed only by written Change Order.

10.3 CHANGES IN THE CONTRACT PRICE

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

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

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

10.4 MINOR CHANGES

10.4.1 The Architect shall have authority to order minor changes in the Work not involving a change in the Contract Price or an extension of the Contract Time and not inconsistent with the intent of this Contract. Such minor changes shall be made by written Field Order, and shall be binding upon the owner and the Contractor. The Contractor shall promptly carry out such written Field Orders.

10.5 EFFECT OF EXECUTED CHANGE ORDER

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

10.6 NOTICE TO SURETY; CONSENT

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

ARTICLE XI: UNCOVERING & CORRECTING WORK

11.1 UNCOVERING WORK

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

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

11.2 CORRECTING WORK

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

Architect's services and expenses made necessary thereby.

11.2.2 If within one (1) year after Substantial Completion of the Work any of the Work is found to be defective or not in accordance with this Contract, the Contractor shall correct it promptly upon receipt of written notice from the Owner. This obligation shall survive final payment by the Owner and termination of this Contract. With respect to Work first performed and completed after Substantial Completion, this one-year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and completion of the subject Work.

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

11.3 OWNER MAY ACCEPT DEFECTIVE OR NONCONFORMING WORK

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

ARTICLE XII: CONTRACT TERMINATION

12.1 TERMINATION BY THE CONTRACTOR

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

12.1.2 If the Owner shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of fifteen (15) days after receiving written notice from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance under this

Contract by written notice to the Architect and the Owner. In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 12.2.1 hereunder.

12.2 TERMINATION BY THE OWNER

12.2.1 FOR CONVENIENCE

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

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

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

12.2.1.4

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

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

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

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

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

compensation shall be reduced to reflect the anticipated rate of loss, if any;

(iii) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

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

12.2.2 FOR CAUSE

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

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

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

ARTICLE XIII: INSURANCE

13.1 CONTRACTOR SHALL MAINTAIN INSURANCE

13.1.1 The Contractor at his own expense shall purchase, maintain and keep in force during the life of this contract, adequate insurance that will protect the Contractor and/or any Additional Insured from claims which may arise out of or result from operations under this contract. The insurance required shall provide

adequate protections from all claims, whether such operations be by the Contractor or by any Additional Insured or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone whose acts of any of them may be liable and from any special hazards, such as blasting, which may be encountered in the performance of this contract in the amounts as shown below in Paragraph 13.2.1.

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

13.2 TYPES AND AMOUNTS OF INSURANCE

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

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

13.2 INSTALLATION FLOATER

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

13.3 Builders Risk

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

under installation floater insurance.

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

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

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

13.4 ADDITIONAL INSURED / PROJECT INFORMATION

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

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

13.5 WRITTEN NOTIFICATION

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

13.6 PREMIUMS AND ASSESSMENTS

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

13.7 CERTIFICATE OF INSURANCE

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

13.8 PRIMARY COVERAGE

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

13.9 WORKER'S COMPENSATION INSURANCE COVERAGE

13.9.1 The Contractor shall:

1) provide coverage for its employees providing services on a project, for the duration of the project based on proper reporting of classification codes

and payroll amounts and filing of any coverage agreements;

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

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

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

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

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

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

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

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

Required Workers' Compensation Coverage

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

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

and

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XIV: MISCELLANEOUS

14.1 LAWS AND ORDINANCES

14.1.1 The Contractor shall at all times and in all respects observe and comply with all federal, state and

local laws, ordinances, and regulations applicable to the Project and Work. The Contractor shall further insure that all Subcontractors observe and comply with said laws, ordinances and regulations.

14.2 GOVERNING LAW

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

14.3 SUCCESSORS AND ASSIGNS

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

14.4 SURETY BONDS

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

14.4.2 If the Contract Price exceeds the sum of \$25,000.00, the Contractor, upon execution of the Contract and prior to commencement of the Work, shall furnish to the Owner a two-year maintenance bond in the amount of one hundred percent (100%) of the Contract Price covering the guaranty and maintenance prescribed herein, written by an approved surety authorized and duly licensed to conduct business in the State of Texas. The cost of said maintenance bond shall be included in the Contractor's unit bid prices and shall be paid by the Contractor.

14.5 SEVERABILITY

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

14.6 AMENDMENTS

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

14.7 NOTICES

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

EXECUTED in single or multiple originals, this 27th day of July, 2020.

CITY OF LANCASTER

Company Name

Opal Mauldin-Jones, City Manager

Type/Print Name and Title

ATTEST:

Address

SorAngel Arenas, City Secretary

CITY OF LANCASTER

Houston School Road - Belt Line to Pleasant Run

		UNIT PRICE BID	TOTAL QUANTITY	TOTAL COMPLETED TO DATE
1	HMAC Type D Delivered more than 1500 tons	TONS \$ 85.60		\$ -
2	HMAC Type D Delivered 500 to 1499 tons	TONS \$ 91.90		\$ -
3	HMAC Type D Delivered less than 499 tons	TONS \$ 105.70		\$ -
4	HMAC Type C Delivered more than 1500 tons	TONS \$ 85.00	1,550.00	\$ 131,750.00
5	HMAC Type C Delivered 500 to 1499 tons	TONS \$ 89.90		\$ -
6	HMAC Type C Delivered less than 499 tons	TONS \$ 105.70		\$ -
7	HMAC Type B Delivered more than 1500 tons	TONS \$ 84.40	3,000.00	\$ 253,200.00
8	HMAC Type B Delivered 500 to 1499 tons	TONS \$ 88.40		\$ -
9	HMAC Type B Delivered less than 499 tons	TONS \$ 104.50		\$ -
10	Additional Mileage Hauled beyond the first 10 from bidders plant Items# 1-9 Per Ton Per Mile **NOTE: \$0.60 per mile @ 23 miles **	EACH \$ 13.80 PER TON MILE	4,550.00	\$ 62,790.00
11	Move In/Out Charge for projects under 499 tons	EACH \$ 1,200.00		\$ -
12	Thoroughfare Traffic Control Charges Per street	EACH \$ 2,400.00	1.00	\$ 2,400.00
13	Manhole Ring Riser Adjustment/Placement Ring	EACH \$ 250.00	5.00	\$ 1,250.00
14	Valve Ring Riser Adjustment/Placement Ring	EACH \$ 150.00	5.00	\$ 750.00
15	Base Repair - Flex Base	SY \$ 79.70		\$ -
16	Flex Base furnish and install	TONS \$ 38.30	3,100.00	\$ 118,730.00
17	8" Cement Slab Existing - more than 3000 sy	SY \$ 9.00	14,000.00	\$ 126,000.00
18	8" Cement Slab Existing - 1400 to 2999 sy	SY \$ 10.30		\$ -
19	8" Cement Slab Existing - less than 1399 sy	SY \$ 18.90		\$ -
20	Hauling Excessive Material more than 101 cy	CY \$ 23.00	3,900.00	\$ 89,700.00
21	Hauling Excessive Material 51 to 100 cy	CY \$ 25.90		\$ -
22	Hauling Excessive Material less than 50 cy	CY \$ 37.00		\$ -
23	Wedge Mill	LF \$ 4.40		\$ -
24	Full Depth Milling 0-4"	SY \$ 5.20		\$ -
25	Full Depth Milling Each Additional Inch	SY \$ 0.75		\$ -
26	Backfill Shoulders	LF \$ 1.40	8,330.00	\$ 11,662.00
27	8" Pulverization	SY \$ 4.45		\$ -
28	Petromat less than 2500 SY	SY \$ 5.35		\$ -
29	Petromat 2500 - 4999 SY	SY \$ 3.15		\$ -
30	Petromat more 5000 SY	SY \$ 2.60	13,060.00	\$ 33,956.00

TOTAL FOR PAGE

\$ 832,188.00

Line Items

Line 1

Name

Reynolds Asphalt Company

Project

Houston School Road Reconstruction

Between Pleasant Run Road & Beltline Road

Price

\$832,188.00

15% Contingency

\$124,828.20

Total Project Cost

\$957,016.20



City of Lancaster
Houston School Road
from Pleasant Run Rd to Belt Line Rd

LANCASTER CITY COUNCIL

A City Council Regular Meeting

9.

Meeting Date: 07/27/2020

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

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

Submitted by: Bester Munyaradzi, Senior Planner

Agenda Caption:

M20-05 Conduct a public hearing and consider a request rescinding Ordinance No. 10-92 that granted a Specific Use Permit (SUP) for a machine shop on the property addressed as 2530 Hulette Avenue, being approximately a ± .596 acre tract described as Lot 8, Block D, Brownlee Park #2 Addition, City of Lancaster, Dallas County, Texas.

Background:

1. **Location and Size:** The property is addressed as 2530 Hulette Avenue and is approximately .596 acre in size.
2. **Current Zoning:** The zoning of the subject property is Commercial Highway (CH) with an SUP for a machine shop.
3. **Adjacent Properties:**
North: Commercial Highway (CH) - Vacant
South: Commercial Highway (CH) - Storage Warehouse/Office
East: Light Industrial (LI) - Vacant
West: Commercial Highway (CH) - Vacant
4. **Comprehensive Plan Compatibility:** The Future Land Use Plan (FLUP) of the Comprehensive Plan identifies this site as suitable for Suburban Mixed Use Center.

5. **Case History/Background:**

Date	Body	Action
05/04/1992	CC	Approved SUP request for a machine shop
07/07/2020	P&Z	Recommended approval of request to rescind SUP

Operational Considerations:

This is a request to rescind the SUP for a machine shop that was approved in 1992 to permit this use on the property which is .596 acre in size. The purpose of repealing this ordinance is to "clean-up" the zoning of the property as the building will no longer be used for a machine shop and the current Land Use Table prohibits the use of machine shops on properties zoned Commercial Highway (CH). The applicant intends to renovate the existing 5,000 square feet building for use as a dance studio that will offer lessons in ballet, tap, jazz, hip hop, and other traditional dance classes to the citizens of Lancaster and neighboring communities. A dance studio is allowed by right in CH.

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 City's Future Land Use Plan of the Comprehensive Plan identifies this site as suitable for Suburban Mixed Use Center. This designation will create regional destinations, including entertainment venues, regional oriented retail and lifestyle centers. The proposed dance studio is a form of lifestyle center as it will teach dance lessons that will serve citizens of Lancaster and neighboring communities.

Potential Impact on Adjacent Development: The properties to the west, north, and east of the subject site are all vacant and the property to the south has a warehouse/office use. All the surrounding properties are designated Suburban Mixed-Use Center. The proposed dance studio may act as a catalyst to attract other uses that conform with the FLUP designation.

Availability of utilities and access: The subject property is served by City of Lancaster sewer and water.

Site conditions such as vegetation, topography, flood plain: There is currently an existing 5,000 square feet building on the subject property and the property is not located in the flood plain.

Staff recommends that the SUP for a machine shop be rescinded as the existing building will no longer be used for a machine shop and the SUP is no longer needed for the property.

Legal Considerations:

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

Public Information Considerations:

On June 21, 2020, a notice for this public hearing appeared in the Focus Daily Newspaper. Staff also mailed 11 notifications of this public hearing to property owners within 200 feet of the subject site and zoning signs were placed on the property. There was one (1) letter received in support and one (1) letter received in opposition of this request.

Options/Alternatives:

1. The City Council may approve the request to rescind the SUP, as presented.
2. The City Council may deny the request to rescind the SUP.

Recommendation:

On July 7, 2020 the Planning and Zoning Commission recommended approval of the request as presented. In addition to the above stipulation, a denial recommendation by the Planning and Zoning Commission requires a super-majority of the City Council for approval. Staff concurs with the Planning and Zoning Commission's recommendation.

Attachments

Ordinance

Exhibit "A" Location Map

Original Ordinance No. 10-92

Letter in Support (1)

Letter in Opposition (1)

July 7, 2020 P&Z Agenda

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, RESCINDING ORDINANCE NO. 10-92, A SPECIFIC USE PERMIT (SUP) FOR A MACHINE SHOP ON APPROXIMATELY ±.60 ACRES ON THE PROPERTY ADDRESSED AS 2530 HULETTE AVENUE, BEING DESCRIBED AS LOT 8, BLOCK D, BROWNLEE PARK #2 ADDITION, CITY OF LANCASTER, DALLAS COUNTY, TEXAS AND PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

SECTION 2. From and after the effective date of this Ordinance, the Case No. M20-05, the zoning map of the City of Lancaster, be hereby amended to rescind Ordinance No. 10-92 for a machine shop on the Property as more particularly described in Exhibit A, "Location Map" attached hereto and made a part hereof for all purposes. The City's Zoning Map shall be amended to reflect the zoning amendment referenced herein.

SECTION 3. The property shall be developed and used in accordance with the development standards under the Lancaster Development Code and ordinances of the City of Lancaster.

SECTION 4. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 5. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6. Any person, firm, corporation or business entity violating this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be subject to a fine not to exceed \$2,000.00, and each day that such violation shall continue shall be considered a separate offense. These penal provisions shall not prevent an action on behalf of the City of Lancaster to enjoin any violation or threatened violation of the terms of this Ordinance, or an action for mandatory injunction to remove any previous violation hereof.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 27th, day of July 2020.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

City of Lancaster

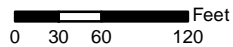
Exhibit A

2530 Hulette Ave
Zoned: CH with a SUP

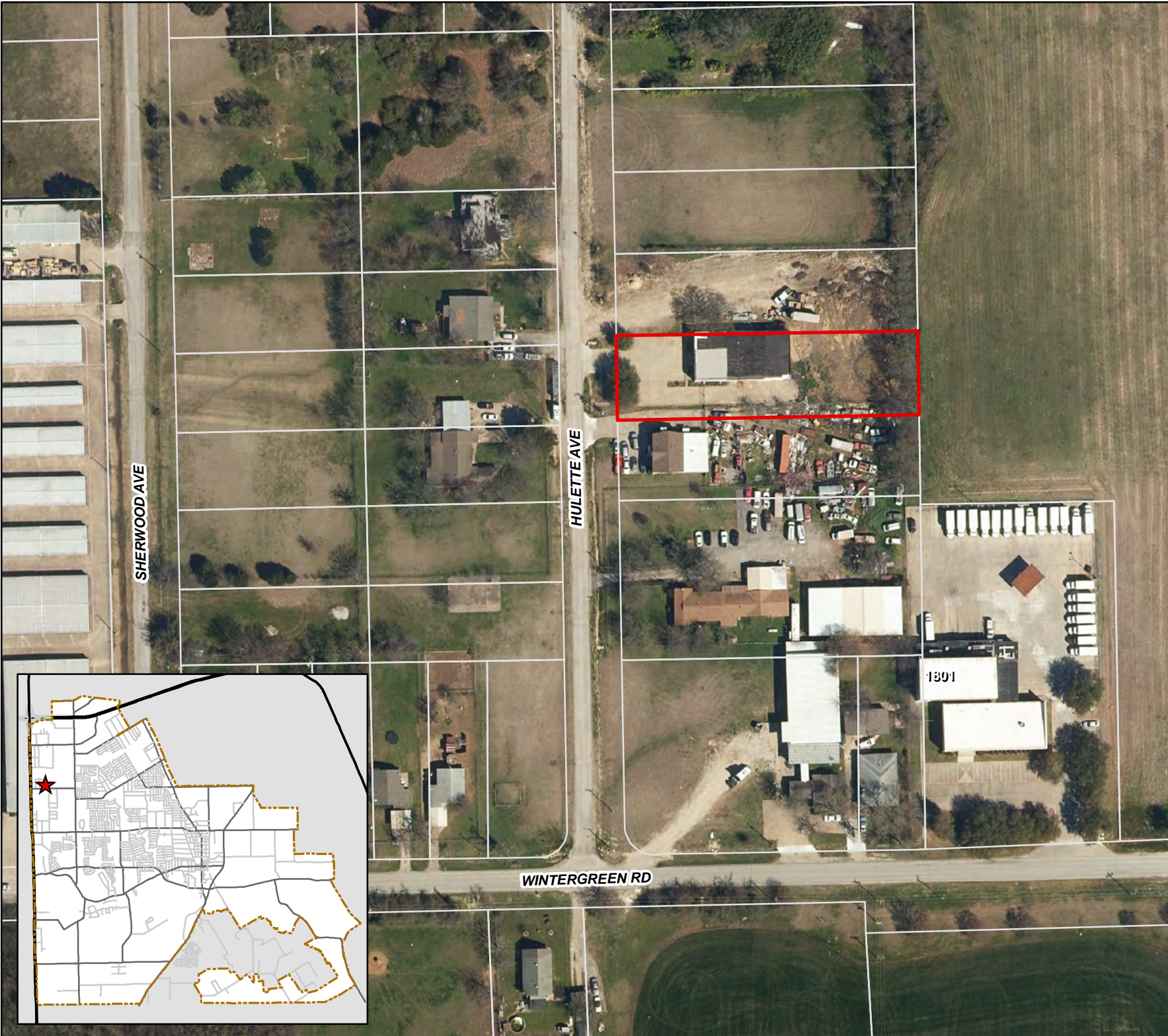


Legend

- City Limits
- Parcels



date: 05/21/2020



ORDINANCE NO. 10-92

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF LANCASTER, AS HERETOFORE AMENDED, SO AS TO CHANGE THE FOLLOWING DESCRIBED TRACT OF LAND FROM CH (COMMERCIAL HIGHWAY) TO C-SUP (COMMERCIAL WITH SPECIFIC USE PERMIT FOR MACHINE SHOP) DISTRICT ZONING CLASSIFICATION; SAID TRACT OF LAND BEING DESCRIBED AS LOT 8, BLOCK D, BROWNLEE PARK #2, ADDITION TO THE CITY OF LANCASTER, TEXAS, FILED IN VOLUME 16, PAGE 357, DALLAS COUNTY, TEXAS; ACCORDING TO THE PLAT RECORDS; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Planning and Zoning Commission and the City Council of the City of Lancaster, Texas, in compliance with the laws of the State of Texas and the Ordinances of the City of Lancaster, have given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all the property owners generally, and to all persons interested and situated in the affected area and in the vicinity thereof, and in the exercise of its legislative discretion, the City Council has concluded that the Comprehensive Zoning Ordinance should be amended;

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

SECTION 1. That the Comprehensive Zoning Ordinance of the City of Lancaster, Texas, as heretofore amended, be and the same is hereby amended and zoned as C-SUP (Commercial with Specific Use Permit for a Machine Shop) District Zoning Classification on a tract of land described as Lot 8, Block D, Brownlee Park #2 Addition to the City of Lancaster, Texas, filed in Volume 16, Page 357, Dallas County, Texas, and by amending the Zoning Map of the City of Lancaster, subject to the following special conditions to wit:

- A. That a screening fence be erected around perimeter of property.
- B. That the building be painted in earthtones.
- C. That landscaping be provided in front of the property per code.

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

SECTION 3. That the above described tract of land shall be used only in the manner and for the purposes provided for by the Comprehensive Zoning Ordinance of the City of Lancaster, as heretofore amended, and as amended by the granting of this zoning classification.

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

SECTION 5. That any person, firm or corporation violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction in the Municipal Court, shall be subject to a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense.

SECTION 6. That this Ordinance shall take effect immediately from and after its passage and the publication of the caption as the law in such cases provides.

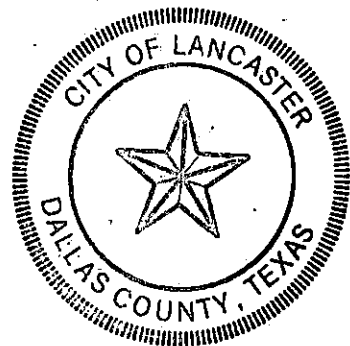
DULY PASSED by the City Council of the City of Lancaster, Texas, this the 4th day of May, 1992.

APPROVED:

Margie Walden
Mayor

ATTEST:

John Summer
City Secretary



ORDINANCE NO. 10-92

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF LANCASTER, AS HERETOFORE AMENDED, SO AS TO CHANGE THE FOLLOWING DESCRIBED TRACT OF LAND FROM CH (COMMERCIAL HIGHWAY) TO C-SUP (COMMERCIAL WITH SPECIFIC USE PERMIT FOR MACHINE SHOP) DISTRICT ZONING CLASSIFICATION; SAID TRACT OF LAND BEING DESCRIBED AS LOT 8, BLOCK D, BROWNLEE PARK #2, ADDITION TO THE CITY OF LANCASTER, TEXAS, FILED IN VOLUME 16, PAGE 357, DALLAS COUNTY, TEXAS; ACCORDING TO THE PLAT RECORDS; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

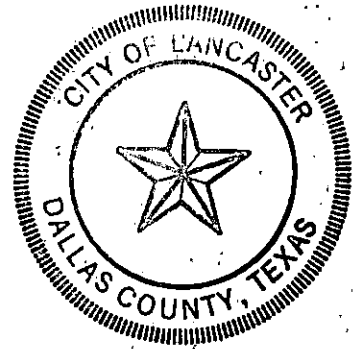
DULY PASSED by the City Council of the City of Lancaster, Texas, this the 4TH day of May, 1992

APPROVED:

Margie Waldrop
Mayor

ATTEST:

Johnnie Simmons
City Secretary





CITY OF LANCASTER

SHINING STAR OF TEXAS

Planning Department

Date: 6/24/2020

NOTICE OF PUBLIC HEARING

TO: Property Owner

RE: **Case No. M20-05:** Conduct a public hearing and consider an ordinance repealing Ordinance No. 10-92 requiring a Specific Use Permit (SUP) for a machine shop to clean up the zoning on the property addressed as 2530 Hulette Avenue, being described as Lot 8, Block D, Brownlee Park #2 Addition, City of Lancaster, Dallas County, Texas.

LOCATION: The property is addressed as 2530 Hulette Avenue.

EXPLANATION OF REQUEST: The applicant is requesting to repeal Ordinance 10-92 requiring an SUP for a machine shop at the property addressed as 2530 Hulette Avenue as there will no longer be a machine shop at this property.

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

SIGNATURE:

Beth Egan

ADDRESS:

3009 W. Wintergreen Rd. Lancaster, Tx 75134

The City of Lancaster Planning and Zoning Commission will hold a Public Hearing at their meeting on **Tuesday, July 7, 2020** at 7:00 pm in the City Council Chambers, City of Lancaster Municipal Center, 211 North Henry, Lancaster, Texas 75146. The meeting will be conducted online and meeting details will be provided on the agenda which will be posted online at <https://www.lancaster-tx.com/133/Planning-Zoning-Commission>. The City Council will hold a public hearing and take action on the above case at their meeting on **Monday, July 27, 2020 at 7:00 pm**. The meeting may be conducted online or will be open to the public; meeting details will be provided on the agenda which will be posted online at <http://www.lancaster-tx.com/324/Watch-Meetings> at least 72 hours prior to the meeting's date.

Your written comments are being solicited in the above case. Please legibly respond in ink. If the signature and/or address are missing, your comments will not be recorded. Your response must be received in the Planning Division by 5 p.m. on **Thursday, July 2, 2020** for your comments to be recorded for the Planning and Zoning Commission's meeting. Responses received after that time will be forwarded to the Commission at the public hearing. Additional information is available in the Department of Planning at 211 N. Henry Street. The public is also invited to express opinions in writing to the Planning and Zoning Commission and City Council, P.O. Box 940, Lancaster, Texas 75146.

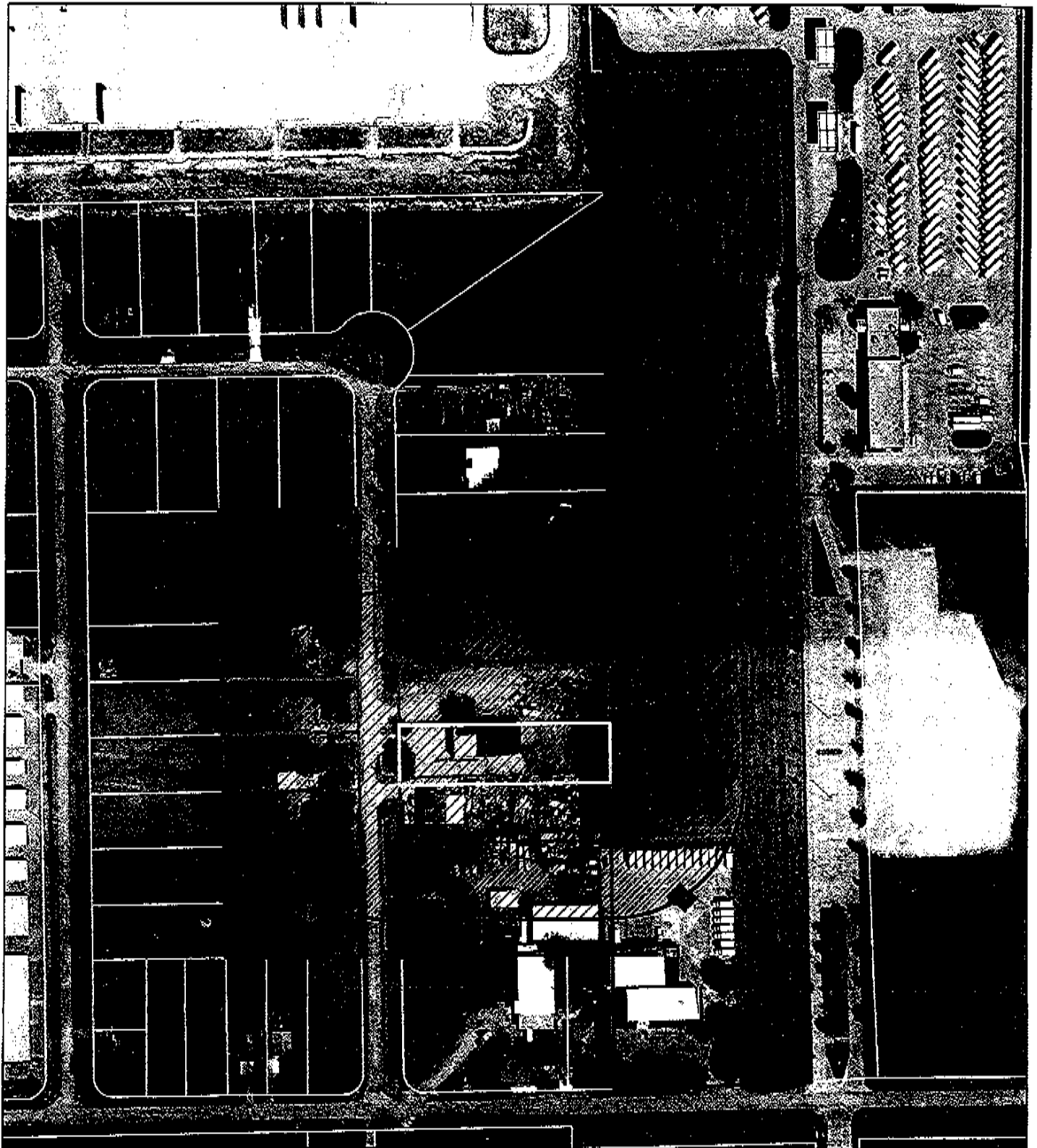
If you have any questions concerning this request,
 please contact the Planning Division
 Phone 972-218-1315
 FAX 972-218-3616






RETURN BY FAX OR MAIL
 City of Lancaster
 Planning Division
 211 N Henry St
 Lancaster, TX 75146-0940

11 Notices were mailed on 6/24/2020

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





-  Parcels
-  Subject Area
-  Notification Parcels
-  200' Notification Area
-  City Limits



0 87.5 175 350 Feet

City of Lancaster
2530 Hulette Ave
200' Notification Area



CITY OF LANCASTER

SHINING STAR OF TEXAS

Planning Department

Date: 6/24/2020

NOTICE OF PUBLIC HEARING

TO: Property Owner

RE: **Case No. M20-05:** Conduct a public hearing and consider an ordinance repealing Ordinance No. 10-92 requiring a Specific Use Permit (SUP) for a machine shop to clean up the zoning on the property addressed as 2530 Hulette Avenue, being described as Lot 8, Block D, Brownlee Park #2 Addition, City of Lancaster, Dallas County, Texas.

LOCATION: The property is addressed as 2530 Hulette Avenue.

EXPLANATION OF REQUEST: The applicant is requesting to repeal Ordinance 10-92 requiring an SUP for a machine shop at the property addressed as 2530 Hulette Avenue as there will no longer be a machine shop at this property.

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

SIGNATURE: DR. Richmond Jr. 3009 Wintergreen bbi Ltd

ADDRESS: 3009 W. Wintergreen, Lancaster TX (mailing address 8117 Preston S. 300 Dallas Tx 75225)

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Phone 972-218-1315
FAX 972-218-3616

11 Notices were mailed on 6/24/2020

RETURN BY FAX OR MAIL

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

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



CITY OF LANCASTER'S BOARDS AND COMMISSIONS

Planning & Zoning Commission

4.

Meeting Date: 07/07/2020

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

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

Submitted by: Bester Munyaradzi, Senior Planner

Agenda Caption:

M20-05 Conduct a public hearing and consider a request to repeal Ordinance No. 10-92 requiring a Specific Use Permit (SUP) for a machine shop to clean up the zoning on the property addressed as 2530 Hulette Avenue, being described as Lot 8, Block D, Brownlee Park #2 Addition, City of Lancaster, Dallas County, Texas.

Background:

1. **Location and Size:** The property is addressed as 2530 Hulette Avenue and is approximately .596 acres in size.
2. **Current Zoning:** The subject zoning of the property is Commercial Highway (CH) with an SUP for a machine shop.
3. **Adjacent Properties:**
North: Commercial Highway (CH) - Vacant
South: Commercial Highway (CH) - Storage Warehouse/Office
East: Light Industrial (LI) - Vacant
West: Commercial Highway (CH) - Vacant
4. **Comprehensive Plan Compatibility:** The Future Land Use Plan (FLUP) of the Comprehensive Plan identifies this site as suitable for Suburban Mixed Use Center uses and the proposed use is consistent with the FLUP.

5. **Case History/Background:**

Date	Body	Action
05/04/1992	CC	Approved SUP request for a machine shop

Operational Considerations:

This is a request to rescind the SUP for a machine shop that was approved in 1992 to permit this use on the property which is .596 acres in size. The purpose of repealing this ordinance is to "clean-up" the zoning of the property as the building will no longer be used for a machine shop and the current Land Use Table prohibits the use of machine shops on properties zoned Commercial Highway (CH). The applicant intends to use and renovate the existing 5,000 square feet building to a dance studio that offer lessons in ballet, tap, jazz, hip hop, and other traditional dance classes to the citizens of Lancaster and neighboring communities. A dance studio is allowed by right in CH.

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 City's Future Land Use Plan of the Comprehensive Plan identifies this site as suitable for Suburban Mixed Use Center uses. This designation will create regional destinations, including entertainment venues, regional oriented retail and lifestyle centers. The proposed dance studio is a form of lifestyle center as it will teach dance lessons that will serve citizens of Lancaster and neighboring communities.

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Availability of utilities and access: The subject property is served by City of Lancaster sewer and water.

Site conditions such as vegetation, topography, flood plain: There is currently an existing 5,000 square feet building on the subject property and the property is not located in the flood plain.

Staff recommends that the SUP for a machine shop be rescinded as the existing building will no longer be used for a machine shop and the SUP is no longer needed for the property.

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:

On June 21, 2020, a notice for this public hearing appeared in the Focus Daily Newspaper. Staff also mailed 11 notifications of this public hearing to property owners within 200 feet of the subject site and zoning signs were placed on the property. There was one (1) letter received in support and no letters received in opposition of this request.

Options/Alternatives:

1. The Planning and Zoning Commission may recommend approval of the rescinding of the SUP, as presented.
2. The Planning and Zoning Commission may recommend denial of the rescinding of the SUP.

Recommendation:

Staff recommends approval of the item as presented.

Attachments

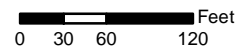
Location Map

Original Ordinance No. 10-92

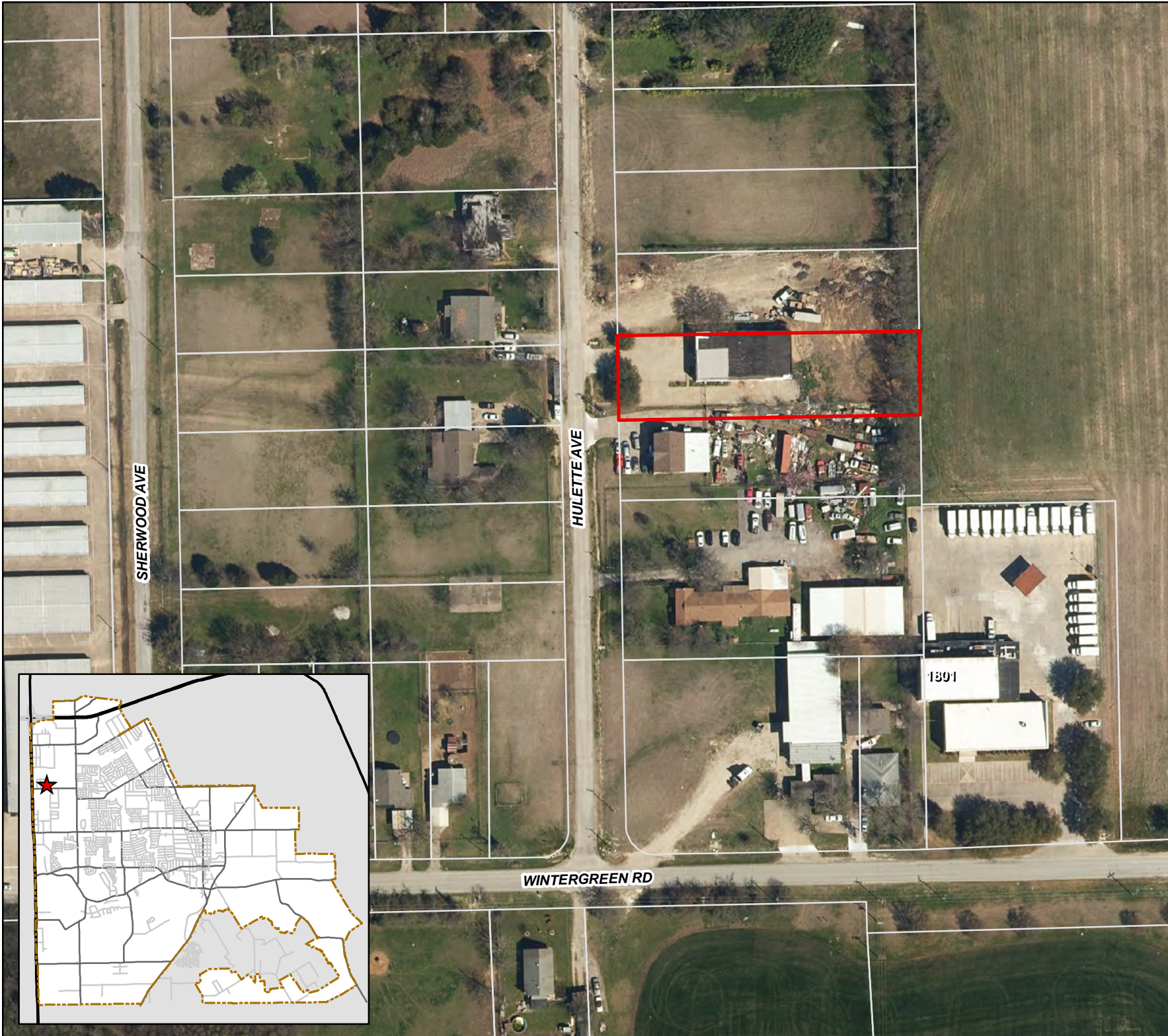
Letter in Support (1)

City of Lancaster

2530 Hulette Ave
Zoned: CH with a SUP



date: 05/21/2020



ORDINANCE NO. 10-92

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF LANCASTER, AS HERETOFORE AMENDED, SO AS TO CHANGE THE FOLLOWING DESCRIBED TRACT OF LAND FROM CH (COMMERCIAL HIGHWAY) TO C-SUP (COMMERCIAL WITH SPECIFIC USE PERMIT FOR MACHINE SHOP) DISTRICT ZONING CLASSIFICATION; SAID TRACT OF LAND BEING DESCRIBED AS LOT 8, BLOCK D, BROWNLEE PARK #2, ADDITION TO THE CITY OF LANCASTER, TEXAS, FILED IN VOLUME 16, PAGE 357, DALLAS COUNTY, TEXAS; ACCORDING TO THE PLAT RECORDS; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. That the Comprehensive Zoning Ordinance of the City of Lancaster, Texas, as heretofore amended, be and the same is hereby amended and zoned as C-SUP (Commercial with Specific Use Permit for a Machine Shop) District Zoning Classification on a tract of land described as Lot 8, Block D, Brownlee Park #2 Addition to the City of Lancaster, Texas, filed in Volume 16, Page 357, Dallas County, Texas, and by amending the Zoning Map of the City of Lancaster, subject to the following special conditions to wit:

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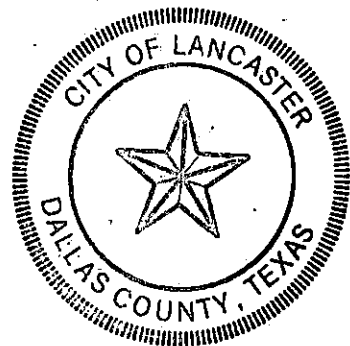
DULY PASSED by the City Council of the City of Lancaster, Texas, this the 4th day of May, 1992.

APPROVED:

Margie Walden
Mayor

ATTEST:

John Summer
City Secretary



ORDINANCE NO. 10-92

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF LANCASTER, AS HERETOFORE AMENDED, SO AS TO CHANGE THE FOLLOWING DESCRIBED TRACT OF LAND FROM CH (COMMERCIAL HIGHWAY) TO C-SUP (COMMERCIAL WITH SPECIFIC USE PERMIT FOR MACHINE SHOP) DISTRICT ZONING CLASSIFICATION; SAID TRACT OF LAND BEING DESCRIBED AS LOT 8, BLOCK D, BROWNLEE PARK #2, ADDITION TO THE CITY OF LANCASTER, TEXAS, FILED IN VOLUME 16, PAGE 357, DALLAS COUNTY, TEXAS; ACCORDING TO THE PLAT RECORDS; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

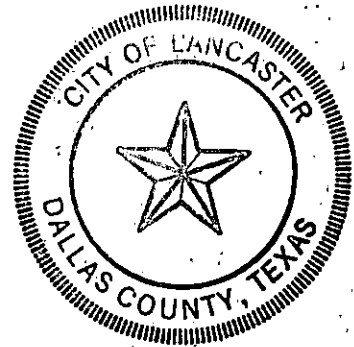
DULY PASSED by the City Council of the City of Lancaster, Texas, this the 4TH day of May, 1992

APPROVED:

Margie Waldrop
Mayor

ATTEST:

Johnnie Simmons
City Secretary





CITY OF LANCASTER

SHINING STAR OF TEXAS

Planning Department

Date: 6/24/2020

NOTICE OF PUBLIC HEARING

TO: Property Owner

RE: **Case No. M20-05:** Conduct a public hearing and consider an ordinance repealing Ordinance No. 10-92 requiring a Specific Use Permit (SUP) for a machine shop to clean up the zoning on the property addressed as 2530 Hulette Avenue, being described as Lot 8, Block D, Brownlee Park #2 Addition, City of Lancaster, Dallas County, Texas.

LOCATION: The property is addressed as 2530 Hulette Avenue.

EXPLANATION OF REQUEST: The applicant is requesting to repeal Ordinance 10-92 requiring an SUP for a machine shop at the property addressed as 2530 Hulette Avenue as there will no longer be a machine shop at this property.

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

SIGNATURE:

Beth Egan

ADDRESS:

3009 W. Wintergreen Rd. Lancaster, Tx 75134

The City of Lancaster Planning and Zoning Commission will hold a Public Hearing at their meeting on **Tuesday, July 7, 2020** at 7:00 pm in the City Council Chambers, City of Lancaster Municipal Center, 211 North Henry, Lancaster, Texas 75146. The meeting will be conducted online and meeting details will be provided on the agenda which will be posted online at <https://www.lancaster-tx.com/133/Planning-Zoning-Commission>. The City Council will hold a public hearing and take action on the above case at their meeting on **Monday, July 27, 2020 at 7:00 pm**. The meeting may be conducted online or will be open to the public; meeting details will be provided on the agenda which will be posted online at <http://www.lancaster-tx.com/324/Watch-Meetings> at least 72 hours prior to the meeting's date.

Your written comments are being solicited in the above case. Please legibly respond in ink. If the signature and/or address are missing, your comments will not be recorded. Your response must be received in the Planning Division by 5 p.m. on **Thursday, July 2, 2020** for your comments to be recorded for the Planning and Zoning Commission's meeting. Responses received after that time will be forwarded to the Commission at the public hearing. Additional information is available in the Department of Planning at 211 N. Henry Street. The public is also invited to express opinions in writing to the Planning and Zoning Commission and City Council, P.O. Box 940, Lancaster, Texas 75146.

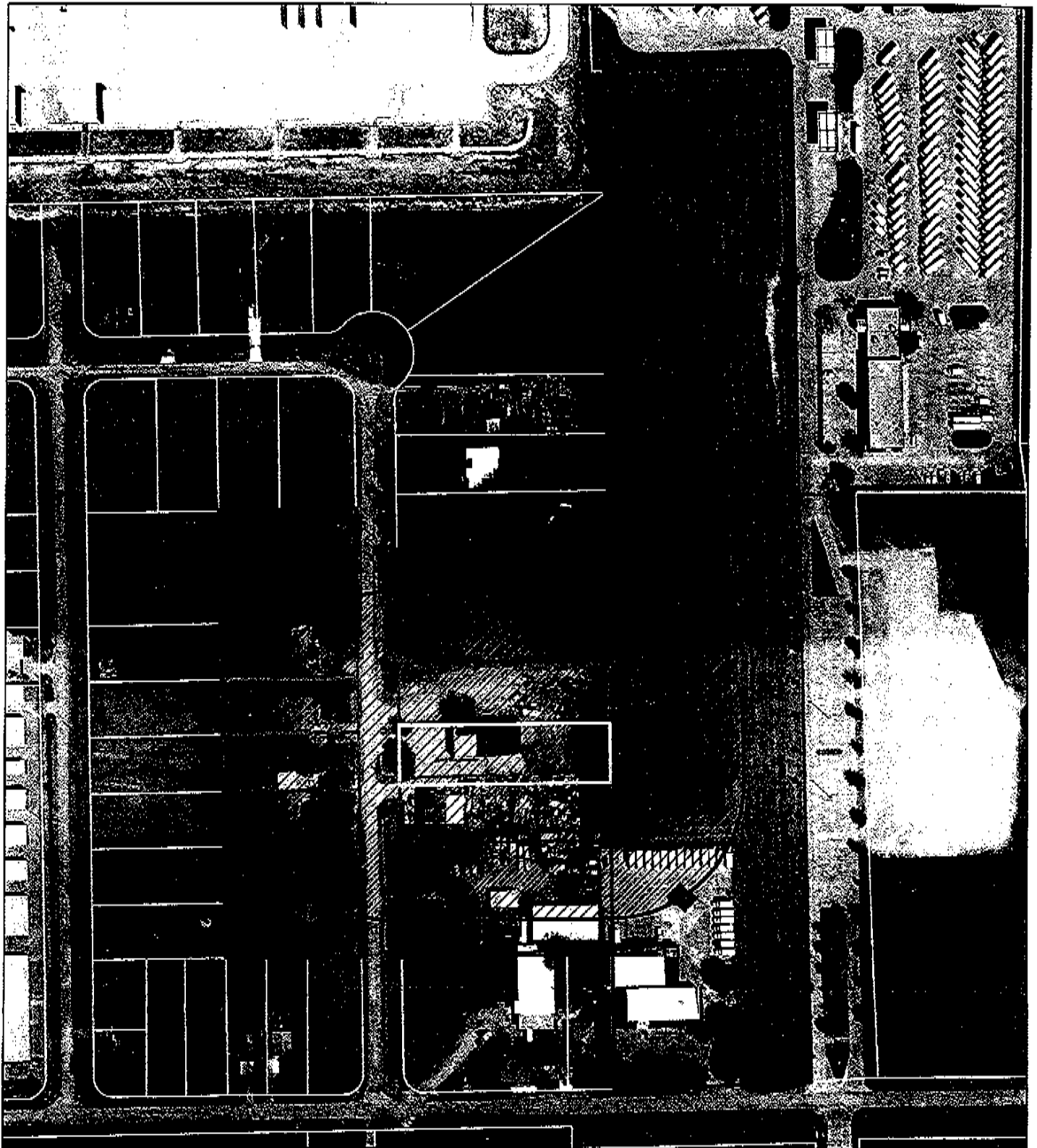
If you have any questions concerning this request,
 please contact the Planning Division
 Phone 972-218-1315
 FAX 972-218-3616






RETURN BY FAX OR MAIL
 City of Lancaster
 Planning Division
 211 N Henry St
 Lancaster, TX 75146-0940

11 Notices were mailed on 6/24/2020

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





-  Parcels
-  Subject Area
-  Notification Parcels
-  200' Notification Area
-  City Limits

0 87.5 175 350 Feet



City of Lancaster
2530 Hulette Ave
200' Notification Area

MINUTES

PLANNING & ZONING COMMISSION REGULAR MEETING OF JULY 7, 2020

The Planning and Zoning Commission of the City of Lancaster, Texas, met in a Regular Session in the Council Chambers of City Hall on July 7, 2020 at 7:00 p.m. with a quorum present to-wit:

Commissioners Present:

Isabel Aguilar, Chair
Temika Whitfield, Vice Chair
Lawrence Prothro

Commissioners Absent:

Ernest Casey
Angela Murphy, Alternate

City Staff:

Fabrice Kabona, Assistant City Manager
Vicki Coleman, Director of Development Services
Bester Munyaradzi, Senior Planner
Emma Chetuya, Planner
Alexandra Schrader, Planning Technician

Call to order:

Acting Chair Aguilar called the meeting to order at 7:00 p.m. on July 7, 2020.

Public Testimony:

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

There were no speakers.

CONSENT AGENDA:

Chair Aguilar read the consent agenda.

1. **Consider approval of minutes from the Planning and Zoning Commission Special Meeting held on June 9, 2020.**

MOTION: Commissioner Prothro made a motion, seconded by Vice Chair Whitfield to approve consent item 1. The vote was cast 3 for, 0 against. [Casey and Murphy absent]

PUBLIC HEARING:

2. **Z20-05A Conduct a public hearing and consider a zoning change from Agricultural Open (AO) to Retail (R) for the property located on the northeast corner of North Houston School Road and West Pleasant Run Road. The property is addressed as 2281 West Pleasant Run Road and is described as being a 4.7 acre tract of land**

situated in the William Fleming Survey, Abstract Number 466, City of Lancaster, Dallas County, Texas.

Planner Chetuya reported that this is a request to rezone the subject property from Agricultural Open to Retail for a convenience store with eight fuel dispensers on Lot 2, a 6,510 square foot retail space and a 2,500 square foot on Lot 1. Lot 3 will remain vacant. The proposed development will service existing surrounding developments as at least 20% of the sales area will be dedicated to a full deli kitchen, fresh produce and dairy products in the convenience store. The proposed development will be screened from the immediate residential subdivision to the northeast by a 6 foot landscape buffer and a 6 foot brick wall. Based upon an analysis of the five considerations that must be taken into consideration when reviewing a zoning change application, the proposed zoning change request to Retail is consistent with the Future Land Use Plan of the Comprehensive Plan, and will positively impact adjacent properties by providing daily services to neighboring properties. There will be sufficient landscaping and screening between this proposed development and the residential subdivision to the northeast. Staff recommends support of the zoning change request as presented.

Commissioner Prothro asked staff if the zoning change aligned with the Comprehensive Plan's future land use designation and Planner Chetuya confirmed.

Chair Aguilar asked if the development will be in compliance with City requirements. Planner Chetuya stated that the development would meet or exceed all requirements according to the site plan package accompanying the SUP application.

Vice Chair Whitfield asked if the development would be surrounded by residential uses. Planner Chetuya confirmed that there is residential development northeast of the site. Vice Chair Whitfield commented on the opposition received in reference to the proximity to residential subdivisions.

Chair Aguilar opened the public hearing.

Dixon Kanyinda, 7420 Lake Front Trail, Arlington, Texas, the applicant stated that he was available to answer questions.

MOTION: Commissioner Prothro made a motion, seconded by Vice Chair Whitfield to close the public hearing. The vote was cast 3 for, 0 against. [Casey and Murphy absent]

MOTION: Commissioner Prothro made a motion to approve item 2. The motion failed due to lack of second.

Vice Chair Whitfield expressed concern on behalf of the surrounding residential community. Commissioner Prothro stated that the Comprehensive Plan was updated to guide the City toward growth and the City should accept growth and new business.

Chair Aguilar asked if there is a creek between the proposed rezoned area and the adjacent residential neighborhood. Senior Planner Munyaradzi confirmed and stated that the applicant intended to add a screening wall between the retail and residential areas.

MOTION: Commissioner Prothro made a motion, seconded by Chair Aguilar to approve item 2. The vote was cast 2 for, 1 against. [Casey and Murphy absent]

3. **Z20-05B Conduct a public hearing and consider a Specific Use Permit (SUP) for eight (8) fuel pumps for the property located on the northeast corner of North Houston School Road and West Pleasant Run Road. The property is addressed as 2281 West Pleasant Run Road and is described as being a 4.7 acre tract of land situated in the William Fleming Survey, Abstract Number 466, City of Lancaster, Dallas County, Texas.**

Planner Chetuya reported that this is a companion item to Z20-05A. This is an SUP request for a convenience store with eight fuel dispensers on proposed lot 2. The Lancaster Development Code requires an SUP in the Retail zoning district for more than two fuel dispensers. The current zoning only allows for single-family detached homes, farming, and ranching related activities. The proposed development will service existing surrounding developments as at least 20% of the sales will be dedicated to a full deli kitchen, fresh produce and dairy products. The proposed development will be screened from the immediate residential subdivision to the northeast by means of a 6 foot landscape buffer and a 6 foot brick wall. Based upon analysis of the five considerations that must be taken into consideration when reviewing a zoning request, the SUP request for 8 fuel pumps will positively impact adjacent properties by providing daily services. There will be sufficient landscaping and screening between the proposed development and residential subdivision. Staff recommends support of the SUP request as presented.

Chair Aguilar opened the public hearing

Kim Yoo, 2286 W Pleasant Run Road, stated her opposition to the SUP request for a gas station due to traffic congestion and the amount of gas stations and convenience stores already within the area.

MOTION: Vice Chair Whitfield made a motion, seconded by Commissioner Prothro to close the public hearing. The vote was cast 3 for, 0 against. [Casey and Murphy absent]

Chair Aguilar asked if the applicant would need a Specific Use Permit for two gas pumps. Planner Chetuya stated that the SUP is needed for more than 2 gas pumps and the applicant is requesting for 8 gas pumps. Chair Aguilar expressed concern about the possibility of increased traffic due to the use.

MOTION: Commissioner Prothro made a motion, seconded by Vice Chair Whitfield to deny item 2 as presented. The vote was cast 3 for, 0 against. [Casey and Murphy absent]

4. **M20-05 Conduct a public hearing and consider a request to repeal Ordinance No. 10-92 requiring a Specific Use Permit (SUP) for a machine shop to clean up the zoning on the property addressed as 2530 Hulette Avenue, being described as Lot 8, Block D, Brownlee Park #2 Addition, City of Lancaster, Dallas County, Texas.**

Planner Chetuya reported that this is a request to rescind the SUP for a machine shop that was approved in 1992 to permit the use on the property which is .596 acres in size. The purpose of repealing this Ordinance is to clean up the zoning of the property as the building will no longer be used as a machine shop and the current Land Use Table prohibits the use of machine shops in Commercial Highway zoning. The applicant intends to use and renovate the existing 5,000 square foot building to a dance studio that offers lessons in ballet, tap, jazz, hip hop and other traditional dance classes to the citizens of Lancaster and neighboring communities. A dance studio is permitted by right in the Commercial Highway zoning district. Staff recommends that the SUP for a machine shop be rescinded as the existing building will no longer be used for a machine shop and the SUP is no longer needed for the property.

Chair Aguilar opened the public hearing.

Applicant, Paula Bearden, 815 E Center Street, Duncanville, Texas, stated that she was available to answer questions. She stated that the dance studio would also offer classical dance classes, be family oriented, and will not be a special event center.

MOTION: Vice Chair Whitfield made a motion, seconded by Commissioner Prothro to close the public hearing. The vote was cast 3 for, 0 against. [Casey and Murphy absent]

MOTION: Commissioner Prothro made a motion, seconded by Vice Chair Whitfield to approve item 4 as presented. The vote was cast 3 for, 0 against. [Casey and Murphy absent]

MOTION: Vice Chair Whitfield made a motion, seconded by Commissioner Prothro to adjourn. The vote was cast 3 for, 0 against. [Casey absent]

The meeting was adjourned at 7:38 p.m.

ATTEST:

Bester Munyaradzi, Senior Planner

APPROVED:

Isabel Aguilar, Chair

LANCASTER CITY COUNCIL

A City Council Regular Meeting

10.

Meeting Date: 07/27/2020

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

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

Submitted by: Bester Munyaradzi, Senior Planner

Agenda Caption:

Z20-05A Conduct a public hearing and consider a zoning change from Agricultural Open (AO) to Retail (R) for the property located on the northeast corner of North Houston School Road and West Pleasant Run Road. The properties are addressed as 2281 West Pleasant Run Road and 1520 North Houston School Road and described as being a 4.7 acre tract of land situated in the William Fleming Survey, Abstract Number 466, City of Lancaster, Dallas County Texas.

Background:

1. **Location and Size:** The property is located on the northeast corner of North Houston School Road and West Pleasant Run Road and is addressed as 2281 West Pleasant Run Road and 1520 North Houston School Road. The property is approximately 4.7 acres in size.
2. **Current Zoning:** The subject properties are currently zoned Agricultural Open.
3. **Adjacent Properties:**
North: Agricultural Open (AO) - Vacant land
South: Retail (R) - Plaza Center and Agricultural Open (AO) - Single family home
East: Neighborhood Services (NS) - Vacant land
West: Medical Overlay District - Vacant land
4. **Comprehensive Plan Compatibility:** The Future Land Use Plan of the Comprehensive Plan identifies this site as suitable for Commercial Corridor uses. The request is consistent with the Future Land Use Plan of the Comprehensive Plan.
5. **Case History/Background:**

Date	Body	Action
07/07/2020	P&Z	Recommended approval of the zoning change request

Operational Considerations:

This is a request to rezone the subject property from Agricultural Open (AO) to Retail (R) for a convenience store with eight (8) fuel dispensers on Lot 2; 6,510 square feet retail space and a 2,500 square feet restaurant on Lot 1 as shown on the attached Site Plan. Lot 3 will remain vacant. The current AO zoning only allows for single-family detached homes, farming, and ranching-related activities and accessory uses.

Pursuant to Section 14.1101 of the Lancaster Development Code (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 City's Future Land Use Plan of the Comprehensive Plan identifies this site as suitable for commercial development. The Commercial Corridor focuses on single and multi-tenant commercial development 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 cars from nearby neighborhoods. The subject property is at the corner of two (2) Type B 100 feet wide Major Arterials, West Pleasant Run Road and Houston School Road, and is readily accessible for cars. Restaurants, retail spaces, and gas stations are all uses that will provide everyday goods and services to residents in the immediate vicinity to the north, south, east and west of the subject site.

Potential Impact on Adjacent Development: The subject property is currently undeveloped. The properties to the north and west are undeveloped; the property to the south is a shopping strip; and the properties to the east are a mixture of vacant lots and a residential subdivision. The proposed development will service existing surrounding developments as at least 20% of the sales area will be dedicated to a full deli kitchen, fresh produce, and dairy products in the convenience store. The proposed development will be screened from the immediate residential subdivision to the northeast by a six (6) feet landscape buffer and a six (6) feet brick wall.

Availability of utilities and access: The subject property is served by City of Lancaster sewer and water. The applicant will be responsible for connecting to those utilities.

Site conditions such as vegetation, topography, flood plain: The site is currently undeveloped. Upon construction of this site, factors such as vegetation, topography and flood plain issues will be addressed as part of the civil review before construction.

Timing of Development as it relates to Lancaster's Capital Improvement Plan: According to the Master Thoroughfare Plan, Pleasant Run Road is proposed to be a 100 feet Major Arterial Type B right-of-way (ROW). Pleasant Run Road is currently 90 feet and the applicant will be dedicating 10 feet of rights-of-way

Based upon an analysis of the five (5) considerations that must be taken into consideration when reviewing a change in zoning application, the proposed zoning change request to Retail is consistent with the Future Land Use Plan of the Comprehensive Plan and will positively impact adjacent properties by providing daily services to neighboring properties. There will also be sufficient landscaping and screening between this proposed development and the residential subdivision to the northeast.

Legal Considerations:

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

Public Information Considerations:

On June 21, 2020, a notice for this public hearing appeared in the Focus Daily Newspaper. Staff also mailed 20 notifications of this public hearing to property owners within 200 feet of the subject site and zoning signs were placed on the property. There were three (3) letters received in support and eight (8) letters received in opposition of this request. The eight letters received in opposition is 40% of the 20 notifications that were mailed out; the 40% triggers the requirement for three-fourth (3/4) favorable vote of all the members of the Council according to Lancaster Development Code (LDC) Section 14.208 City Council, Subsection (e) which states that, "Whenever such written protest is signed by the owners of twenty (20) percent or more of the area of the lots or land included in such zoning change, or of the lots

or land immediately adjoining the same and within the above mentioned two hundred (200) feet radius, such change in zoning shall require a favorable vote of three-fourths (3/4) of all the members of the Council." 40% of property within 200 feet of the site have submitted a letter in opposition to this request. Therefore, a favorable vote of three-fourths (3/4) of all the members of the Council would be required for approval of this request.

Options/Alternatives:

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

Recommendation:

On July 7 2020, the Planning and Zoning Commission recommended approval of the zoning change request as presented. Staff concurs with the Planning and Zoning Commission's recommendation.

Attachments

Ordinance

Location Map

Exhibit "A" Zoning Exhibit

Site Plan

Landscape Plan

Elevation Plan

Comprehensive Plan Excerpt

Letters in Support (3)

Letters in Opposition (8)

July 7, 2020 P&Z Agenda

July 7, 2020 P&Z Draft Minutes

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, CHANGING THE ZONING DESIGNATION ON APPROXIMATELY 4.7 ACRES OF LAND LOCATED ON THE NORTHEAST CORNER OF NORTH HOUSTON SCHOOL ROAD AND WEST PLEASANT RUN ROAD ADDRESSED AS 1520 NORTH HOUSTON SCHOOL ROAD AND 2281 WEST PLEASANT RUN ROAD FROM AO AGRICULTURAL OPEN TO R RETAIL; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

SECTION 2. From and after the effective date of this Ordinance, Zoning Case No. Z20-05A, the zoning of the approximate 8.8 acre parcel comprising Property is hereby changed from AO, Agricultural Open District to R, Retail District, as more particularly described in Exhibit A, "Zoning Exhibit" attached hereto and made a part hereof for all purposes. The City's Zoning Map shall be amended to reflect the zoning amendment referenced herein.

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

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

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

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 27th, day of July 2020.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

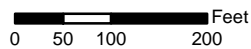
City of Lancaster

2281 W Pleasant Run Rd
Zoned: A-O (Agricultural Open)



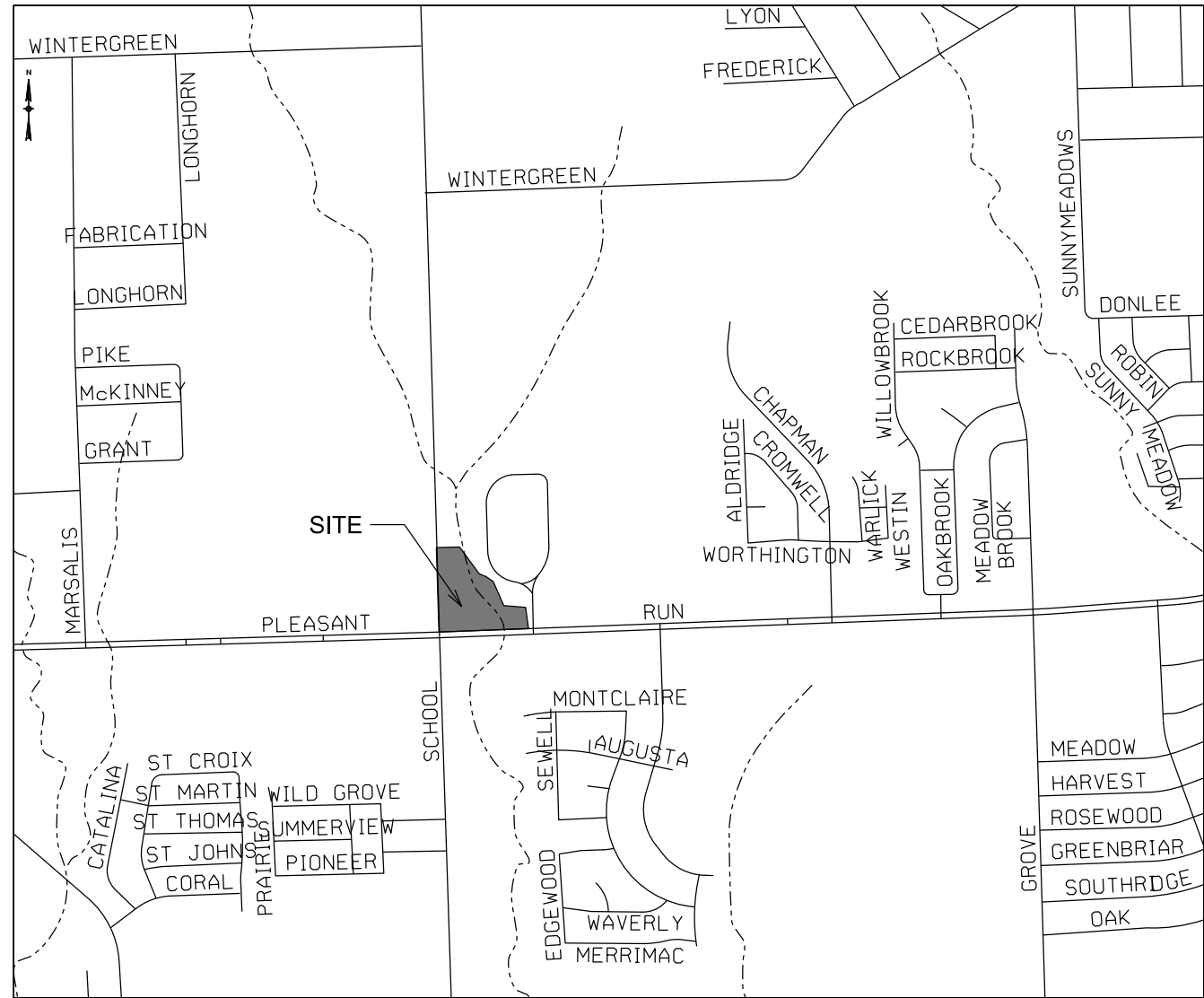
Legend

-  City Limits
-  Parcels

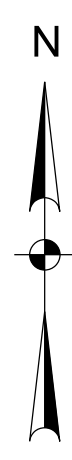


date: 06/16/2020





0 25 50 100
1" = 50'



COUNTY OF DALLAS
DRAINAGE EASEMENT
VOL. 95041, PG. 2272
D.R.D.C.T.

COUNTY OF DALLAS
DRAINAGE EASEMENT
VOL. 95041, PG. 2277
D.R.D.C.T.

COUNTY OF DALLAS
DRAINAGE EASEMENT
VOL. 95041, PG. 2248
D.R.D.C.T.

COUNTY OF DALLAS
RIGHT-OF-WAY DEED
INST. NO. 200600421678
O.P.R.D.C.T.

EXISTING ZONING: R

COUNTY OF DALLAS
RIGHT-OF-WAY DEED
VOL. 95041, PG. 2243
D.R.D.C.T.

STORM MANHOLE
RIM: 574.73'
FL 18" RCP EAST: 560.60'
FL 18" RCP SOUTHWEST: 560.55'

EXISTING ZONING: PD
FL 18" RCP EAST: 560.60'
FL 18" RCP SOUTHWEST: 560.55'

CURB ILET
TOP: 572.15'
FL 24" RCP NORTH: 568.05'
EXISTING ZONING: AO

EXISTING ZONING: A-O (AGRICULTURAL OPEN)
PROPOSED ZONING: R (RETAIL)

OWNER:
CHARLES W & CINDY L WALDROP, III
520 ANGUS RD.
WAXAHACIE, TEXAS 75167
ATTN: CHARLES W WALDROP, III
PHONE:
EMAIL:

3410 MIDCOURT RD., STE 110; CARROLLTON, TEXAS 75006
SCALE: 1"=50'
(972)243-2409 PROJECT #1784
TBPLS FIRM NO. 10194205

Exhibit A

OWNER CERTIFICATE

STATE OF TEXAS
COUNTY OF DALLAS

WHEREAS Charles W. Waldrop, III and Cindy L. Waldrop are the owners of a 4.70 acre (204,675 square feet) tract of land situated in the William Fleming Survey, Abstract Number 466, City of Lancaster, Dallas County, Texas, and being all of that tract of land described as "Tract One" in deed to Charles W. Waldrop, III and Cindy L. Waldrop, as recorded in Volume 93024, Page 630 of the Deed Records of Dallas County, Texas (D.R.D.C.T.), and being part of Lot 51, Block B of Spring Valley Addition, an addition to the City of Lancaster as recorded in Volume 42, Page 209 of the Map records of Dallas County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at an "X"-cut found on a concrete rail at the southeast corner of said Tract One, and for the southwest corner of Lot 1 of said Block B, said corner being at the centerline of a creek with its intersection with the north right-of-way line of West Pleasant Run Road (a variable width right-of-way);

THENCE South 88 degrees 50 minutes 44 seconds West, along the common south line of said Tract One and said north right-of-way line, a distance of 563.13 feet to a 1/2-inch iron rod with a yellow plastic cap stamped "GEONAV" (hereinafter referred to as "with cap") set for the south end of a corner clip created by that deed to the County of Dallas for right-of-way purposes, as recorded in Instrument Number 200600421678 of the Official Public Records of Dallas County, Texas, said corner clip being the intersection of said north right-of-way line with the east right-of-way line of North Houston School Road (a variable width right-of-way);

THENCE North 46 degrees 10 minutes 57 seconds West, along said corner clip, a distance of 21.22 feet to a 1/2-inch iron rod with cap set for the north end of said corner clip;

THENCE North 00 degrees 50 minutes 16 seconds West, along the common west line of said Waldrop tract and said east right-of-way line, a distance of 533.20 feet to a 1/2-inch iron rod with cap set for the common northwest corner of said Waldrop tract;

THENCE North 89 degrees 09 minutes 45 seconds East, departing said common line and over and across said Lot 51, a distance of 149.50 feet to a point (not monumented) in the center of a creek for corner;

THENCE South 35 degrees 23 minutes 15 seconds East, along said creek centerline, a distance of 216.10 feet to a point (not monumented) for corner;

THENCE South 66 degrees 16 minutes 16 seconds East, continuing along said creek line, a distance of 48.71 feet to a point (not monumented) for corner;

THENCE South 54 degrees 16 minutes 16 seconds East, continuing along said creek line, a distance of 56.00 feet to a point (not monumented) for corner;

THENCE South 22 degrees 56 minutes 16 seconds East, a distance of 172.00 feet to a point (not monumented) for corner;

THENCE South 84 degrees 38 minutes 16 seconds East, continuing along said creek line, a distance of 142.40 feet to a point (not monumented) for corner;

THENCE South 06 degrees 38 minutes 16 seconds East, continuing along said creek line and along the west line of said Lot 1, Block B, a distance of 139.36 feet to the POINT OF BEGINNING AND CONTAINING 204,675 square feet or 4.70 acres of land, more or less.

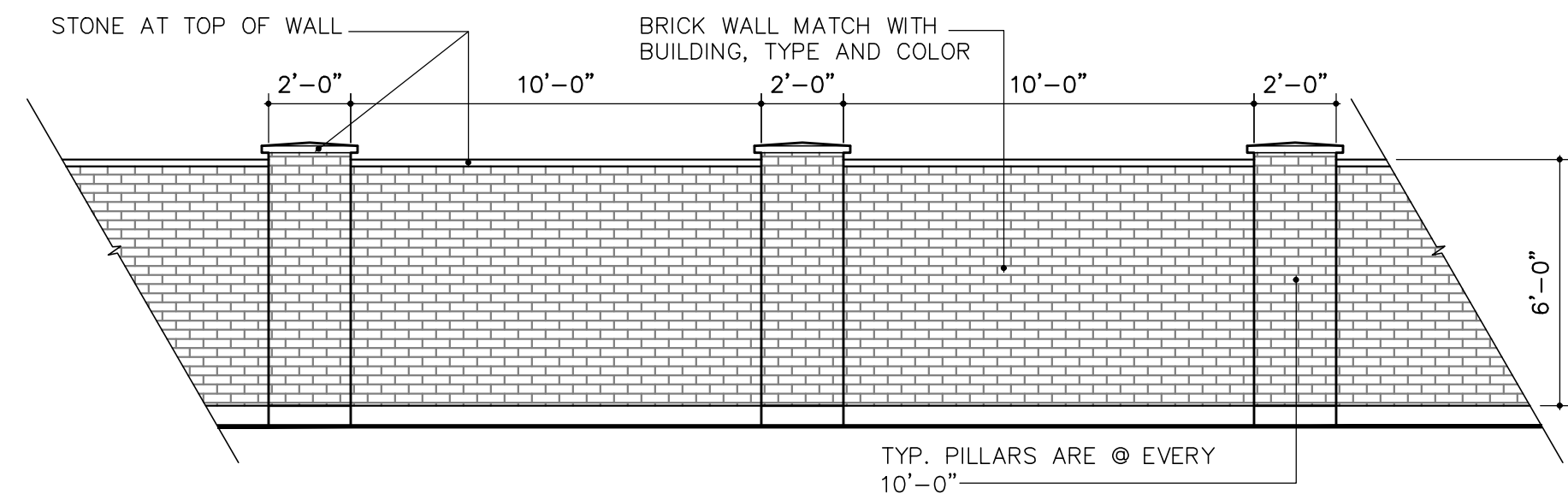
ZONING CASE NO. Z20-05

ZONING EXHIBIT
OF
PROPOSED N. HOUSTON
SCHOOL ADDITION
LOTS 1-3, BLOCK A
BEING A
4.70 ACRES
INCLUDES 3 BUILDABLE LOTS
SITUATED IN THE
WILLIAM FLEMING SURVEY,
ABSTRACT NO. 466
CITY OF LANCASTER,
DALLAS COUNTY, TEXAS
PREPARED BY:

DATED: 06/01/2020 DRAWN BY: JCH

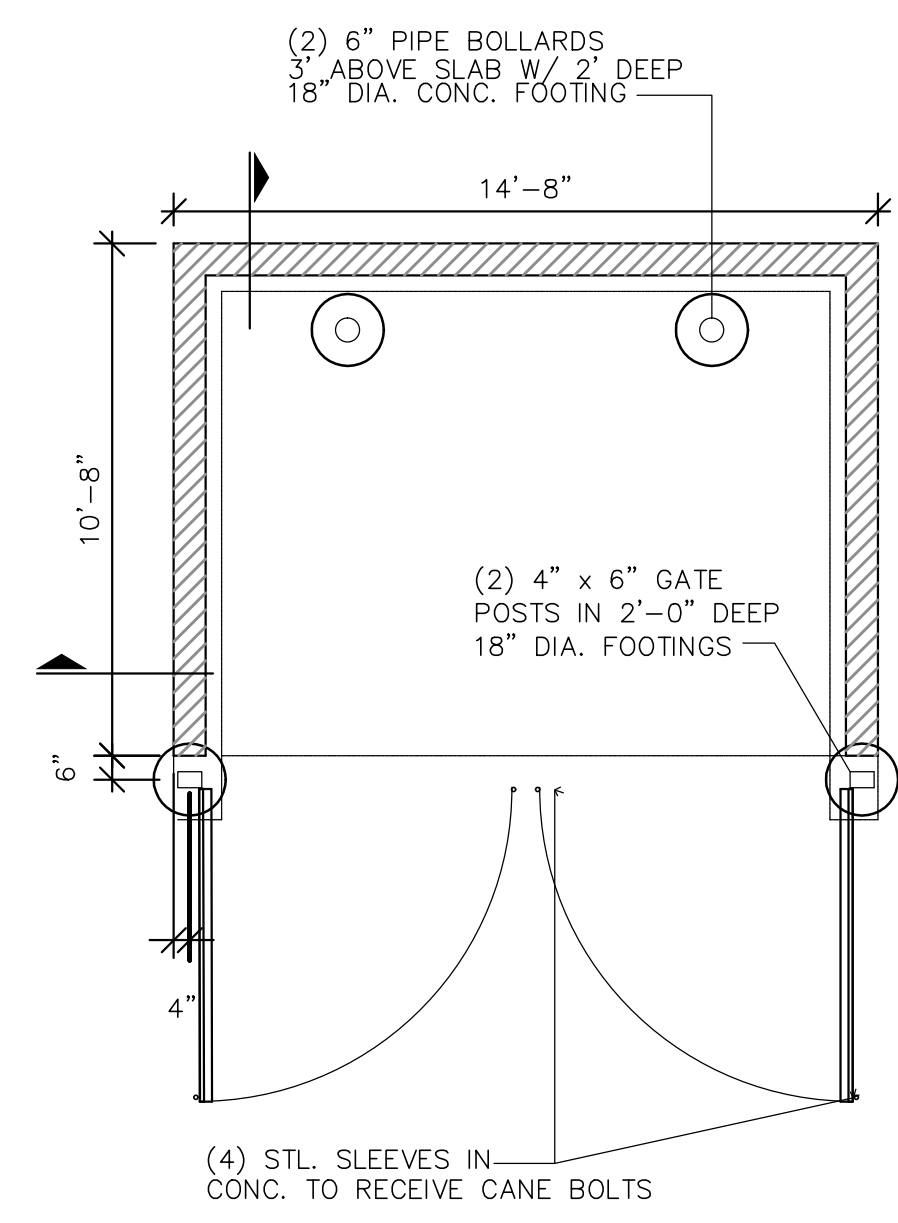
GEONAV

SURVEYING • MAPPING • SCANNING



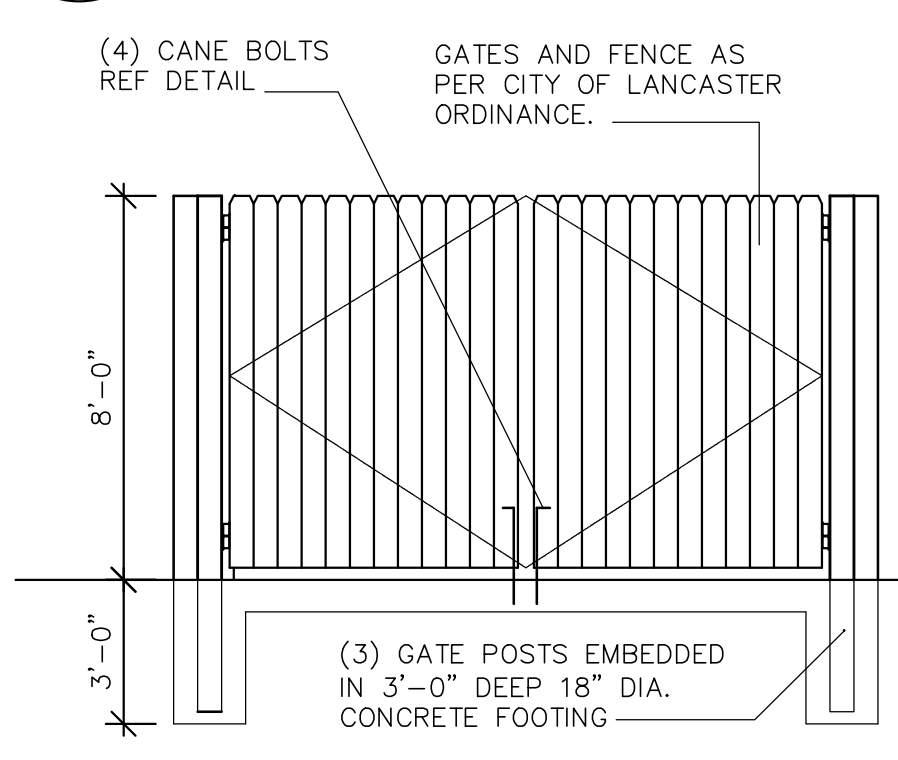
05 SCREEN WALL ELEVATION

SCALE 1/4" = 1'-0"



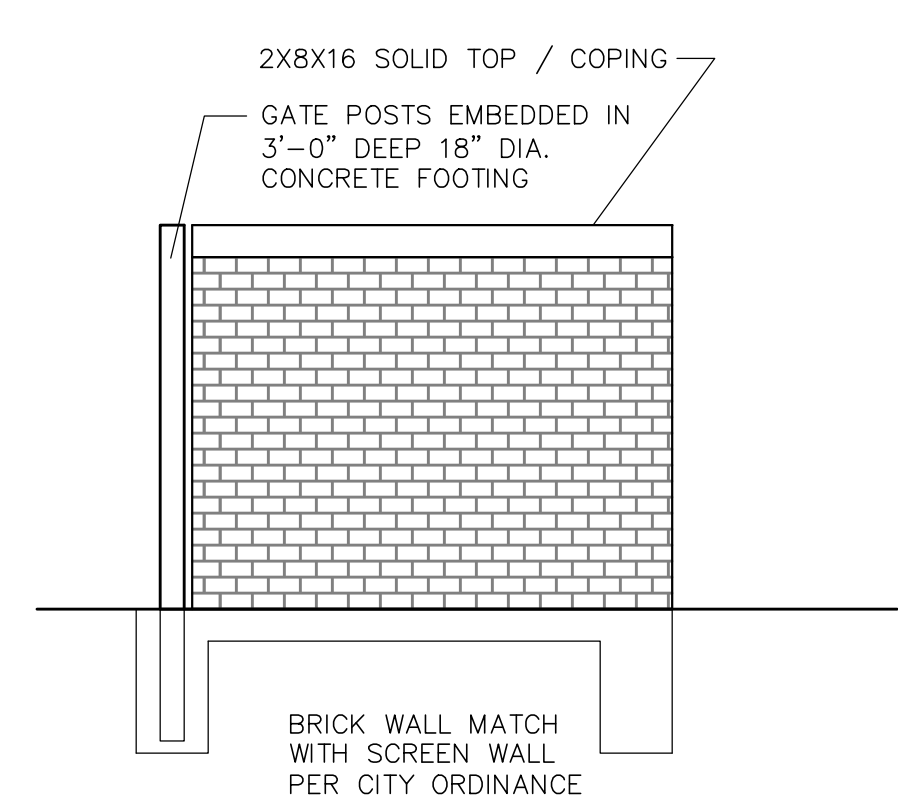
04 FLOOR PLAN

SCALE 1/4" = 1'-0"



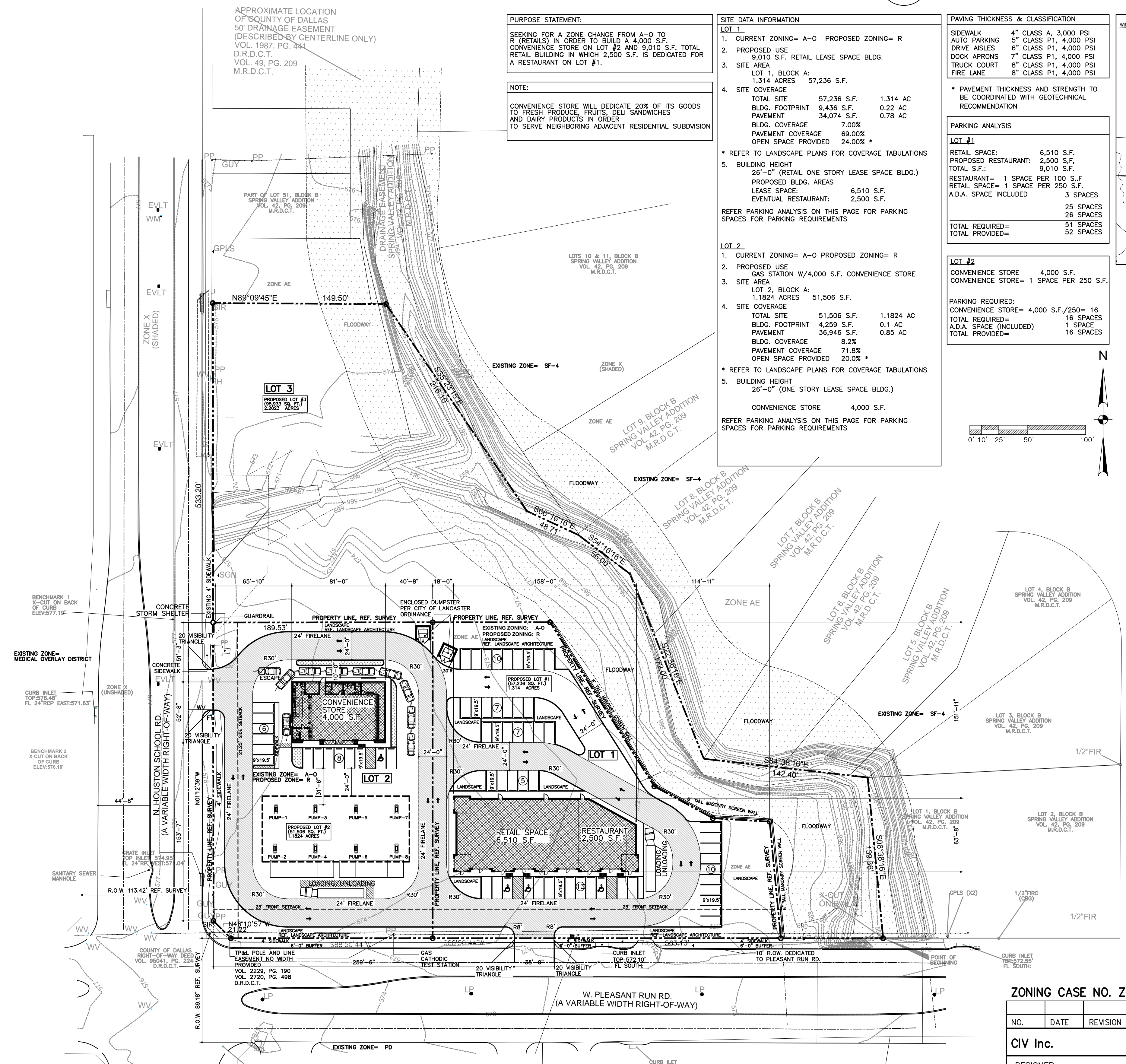
03 ELEVATION

SCALE 1/4" = 1'-0"



02 ELEVATION

SCALE 1/4" = 1'-0"



01 SITE PLAN

SCALE 1" = 50'-0"

- PAVING THICKNESS & CLASSIFICATION**
- | | |
|--------------|------------------------|
| SIDEWALK | 4" CLASS A, 3,000 PSI |
| AUTO PARKING | 5" CLASS P1, 4,000 PSI |
| DRIVE AISLES | 6" CLASS P1, 4,000 PSI |
| DOCK APRONS | 7" CLASS P1, 4,000 PSI |
| TRUCK COURT | 8" CLASS P1, 4,000 PSI |
| FIRE LANE | 8" CLASS P1, 4,000 PSI |

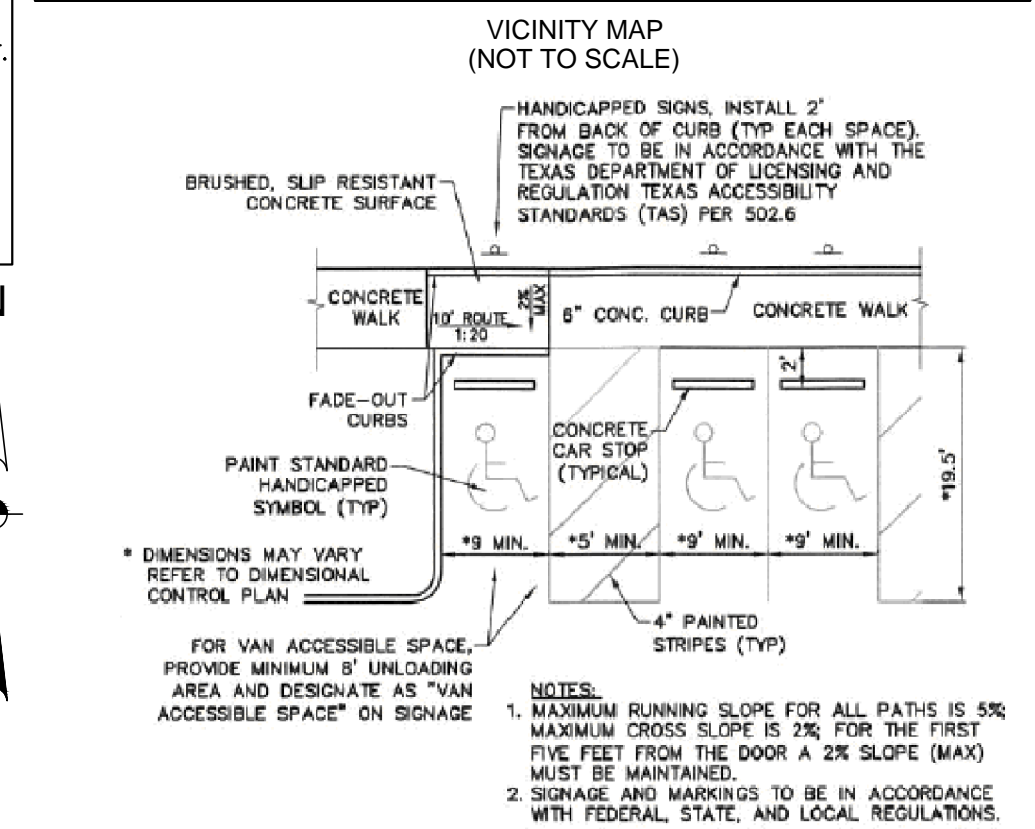
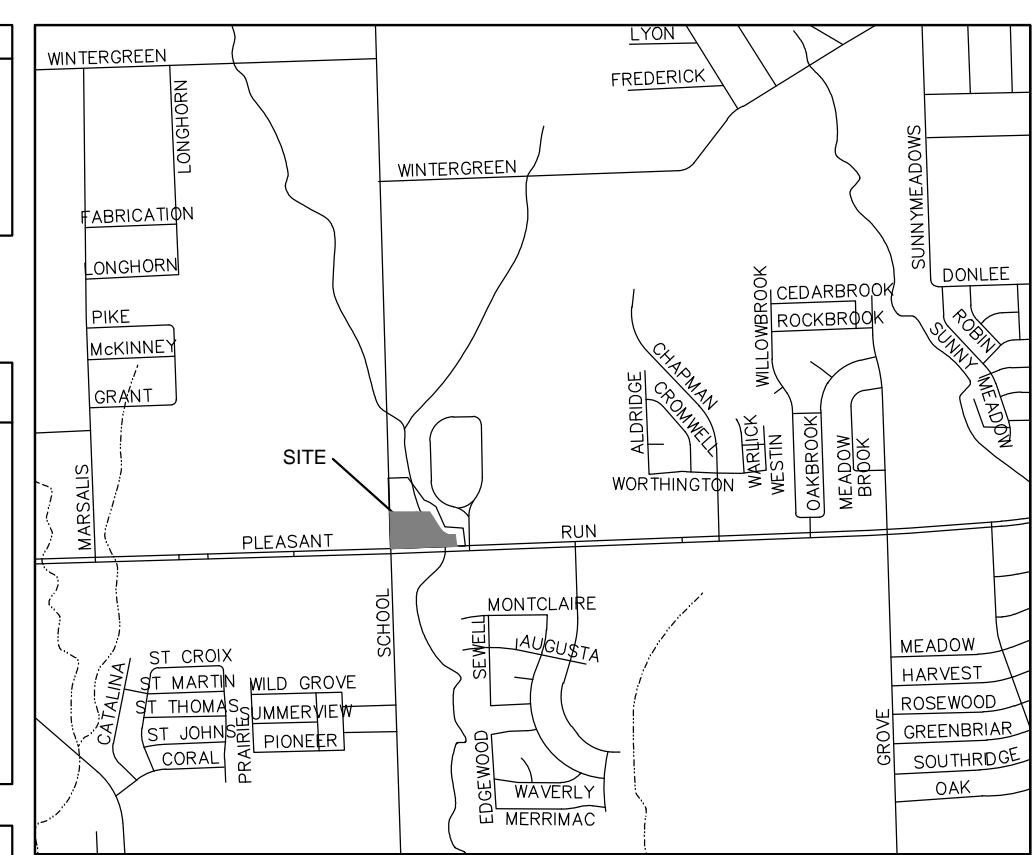
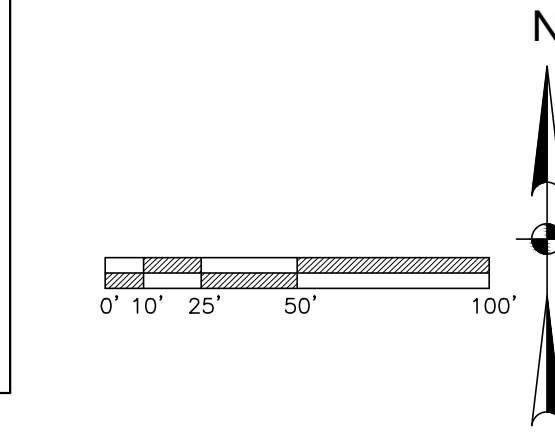
* PAVEMENT THICKNESS AND STRENGTH TO BE COORDINATED WITH GEOTECHNICAL RECOMMENDATION

PARKING ANALYSIS

LOT #1	RETAIL SPACE: 6,510 S.F.
	PROPOSED RESTAURANT: 2,500 S.F.
	TOTAL S.F.: 9,010 S.F.
	RESTAURANT = 1 SPACE PER 100 S.F.
	RETAIL SPACE = 1 SPACE PER 250 S.F.
	A.D.A. SPACE INCLUDED 3 SPACES
	25 SPACES
	26 SPACES
	51 SPACES
	52 SPACES
TOTAL REQUIRED=	51 SPACES
TOTAL PROVIDED=	52 SPACES

LOT #2

CONVENIENCE STORE	4,000 S.F.
CONVENIENCE STORE	1 SPACE PER 250 S.F.
PARKING REQUIRED:	CONVENIENCE STORE = 4,000 S.F./250 = 16
TOTAL REQUIRED=	16 SPACES
A.D.A. SPACE (INCLUDED)	1 SPACE
TOTAL PROVIDED=	16 SPACES



90° HANDICAP PARKING & ACCESS ROUTE

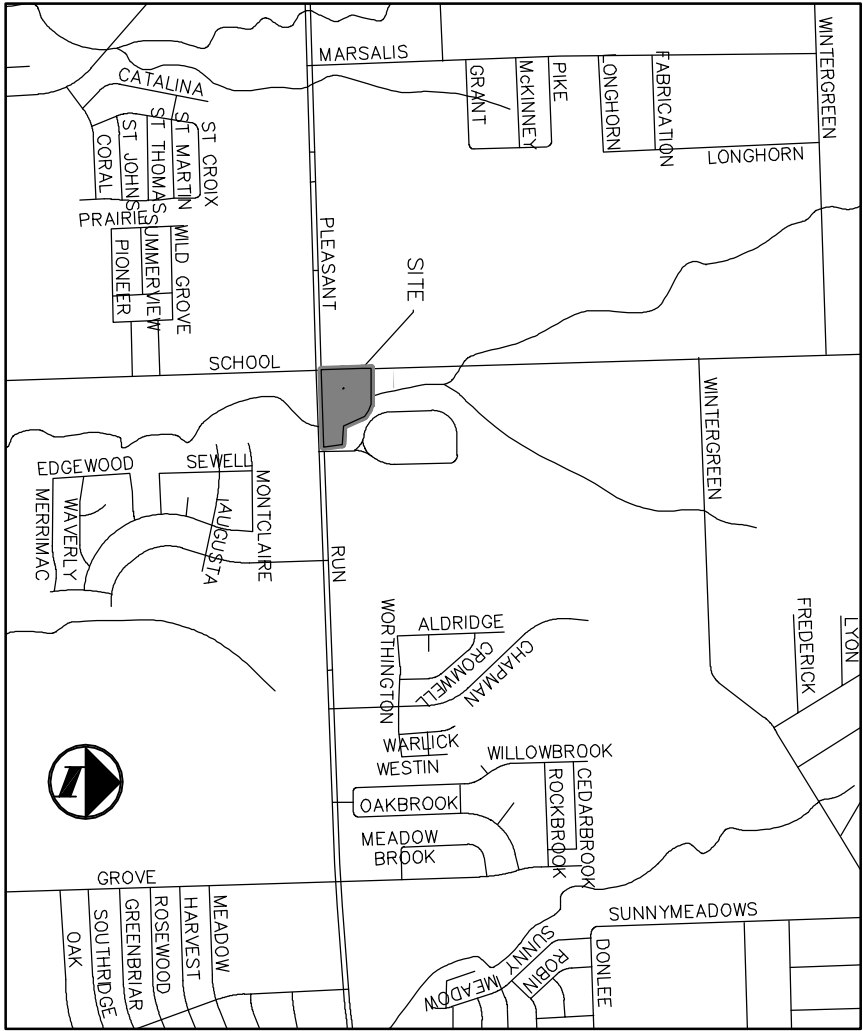
NOT TO SCALE (PRIVATE ONLY)

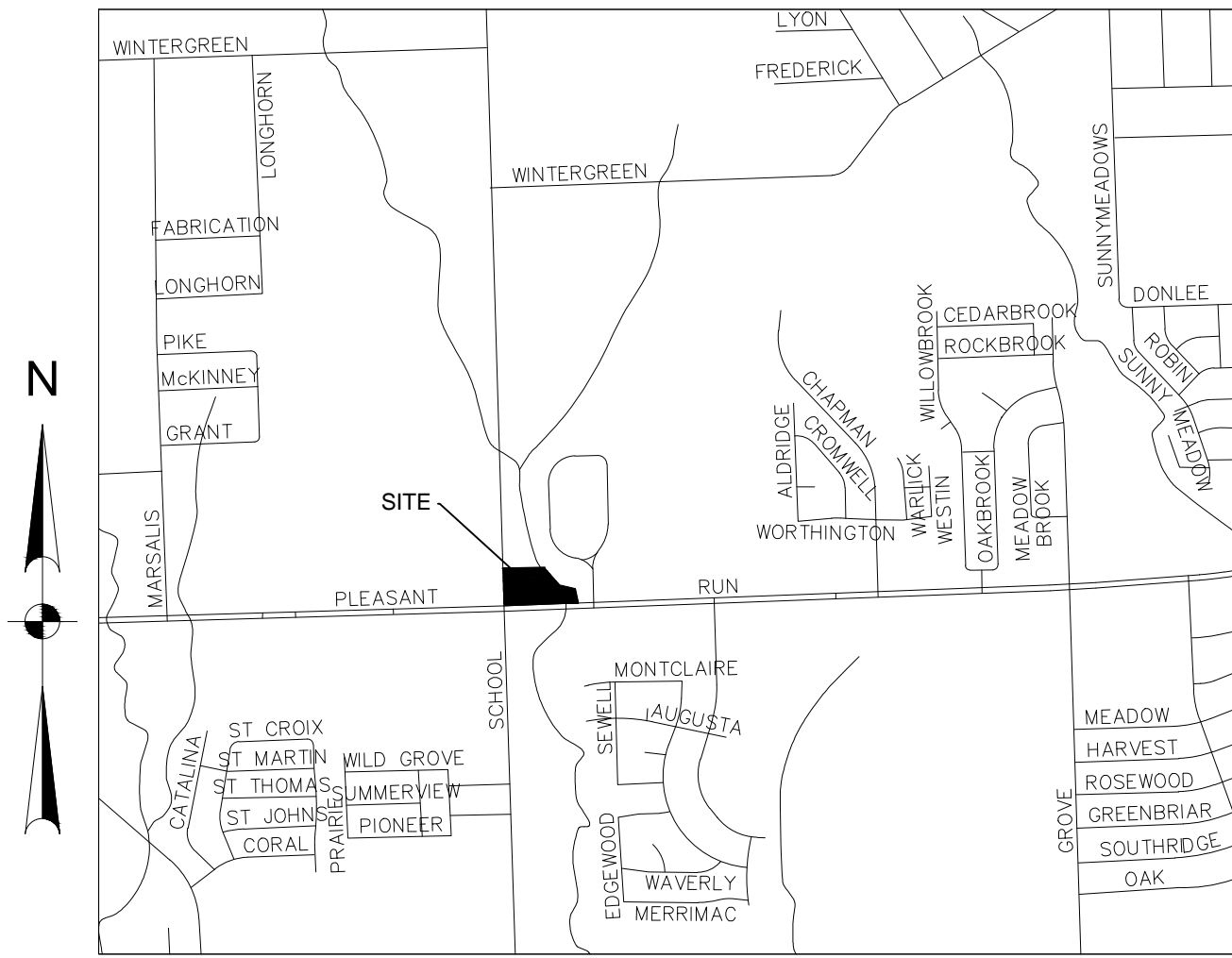
- GENERAL NOTES:**
- ALL WORK, UNLESS OTHERWISE NOTED, SHALL CONFORM TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION ISSUED BY THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS AND THE CITY OF LANCASTER STANDARD CONSTRUCTION SPECIFICATIONS
 - DUMPSTERS TO BE ROLL-OFF CONTAINERS LOCATED ALONG THE BUILDING WALL IN THE TRUCK COURT. EXACT LOCATIONS TO BE DETERMINED BY BUILDING TENANTS. THESE LOCATIONS WILL BE 4' BELOW FINISHED FLOOR WHICH WILL FURTHER SCREEN THEM FROM VIEW
 - LIGHTING PLAN TO BE DESIGN/BUILD BY MEP
 - THE SITE IS DESIGNATED BY FEMA TO BE LOCATED IN "ZONE X" AND OUTSIDE OF THE 100-YEAR FLOOD PLAN.
 - EXACT LOCATION OF SECURITY FENCING TO BE OF SECURITY FENCING TO BE DETERMINED BY BUILDING TENANTS
 - PROJECT SHALL BE REGISTERED WITH TDLR FOR ADA ACCESSIBILITY PRIOR TO BUILDING PERMITS BEING ISSUED

ZONING CASE NO. Z20-05

NO.	DATE	REVISION	SITE PLAN - 4.70 ACRES
			2281 W. PLEASANT RUN LLC
			4,000 S.F. CONVENIENCE STORE & 9,010 S.F. RETAIL SPACE
			N. HOUSTON SCHOOL ADDITION LOTS 1 - 3, BLOCK A
			CITY OF LANCASTER, DALLAS COUNTY, TEXAS
DESIGNER	OWNER	ENGINEER OF RECORD	
LUBULA KANYINDA	CHARLES W. & CINDY L. WALDROP II	CIV Inc.	
7420 Lake Front Trail	520 Angus Rd	Steve Williams	
Arlington, Texas 76002	682-551-6960	281-870-8727	
dixon.kanyinda@live.com		ext 102	
		swilliams@civ.com	
DESIGN	DRAWN	DATE	SCALE
			1"=50'
NOTES	FILE	NO.	

LOT 1 - PLANT LIST			
QTY	KEY	BOTANICAL NAME	COMMON NAME
7	SO	Cordia alliodora	Starburst Oak
7	CM	Ulmus parviflorus	Lanceleaf Elm
5	LO	Lagerflora indica 'Tasmanian'	Crabapple
5	LO	Lagerflora indica 'Tasmanian'	Crabapple
211	GRH	Illex cornuta 'Burford Holly'	Dwarf Burford Holly
16	NRS	Abelia 'Nellie R. Stevens'	Nellie R. Stevens Holly
39	AS	Abelia 'Nellie R. Stevens'	Abelia grandiflora 'Hopley'
2,297 S.F.	AI	Trachypogonum asiaticum	Asian Jasmine
664 S.F.	SC	Vernis	Seasonal Color
1,314 S.F.	AI	Burmisa Blood Soil	...
18 C.Y.
180 L.F.
MISCELLANEOUS ITEMS			
See specifications, Section 02340			
See specifications, Section 02340			
See specifications, Section 02340			





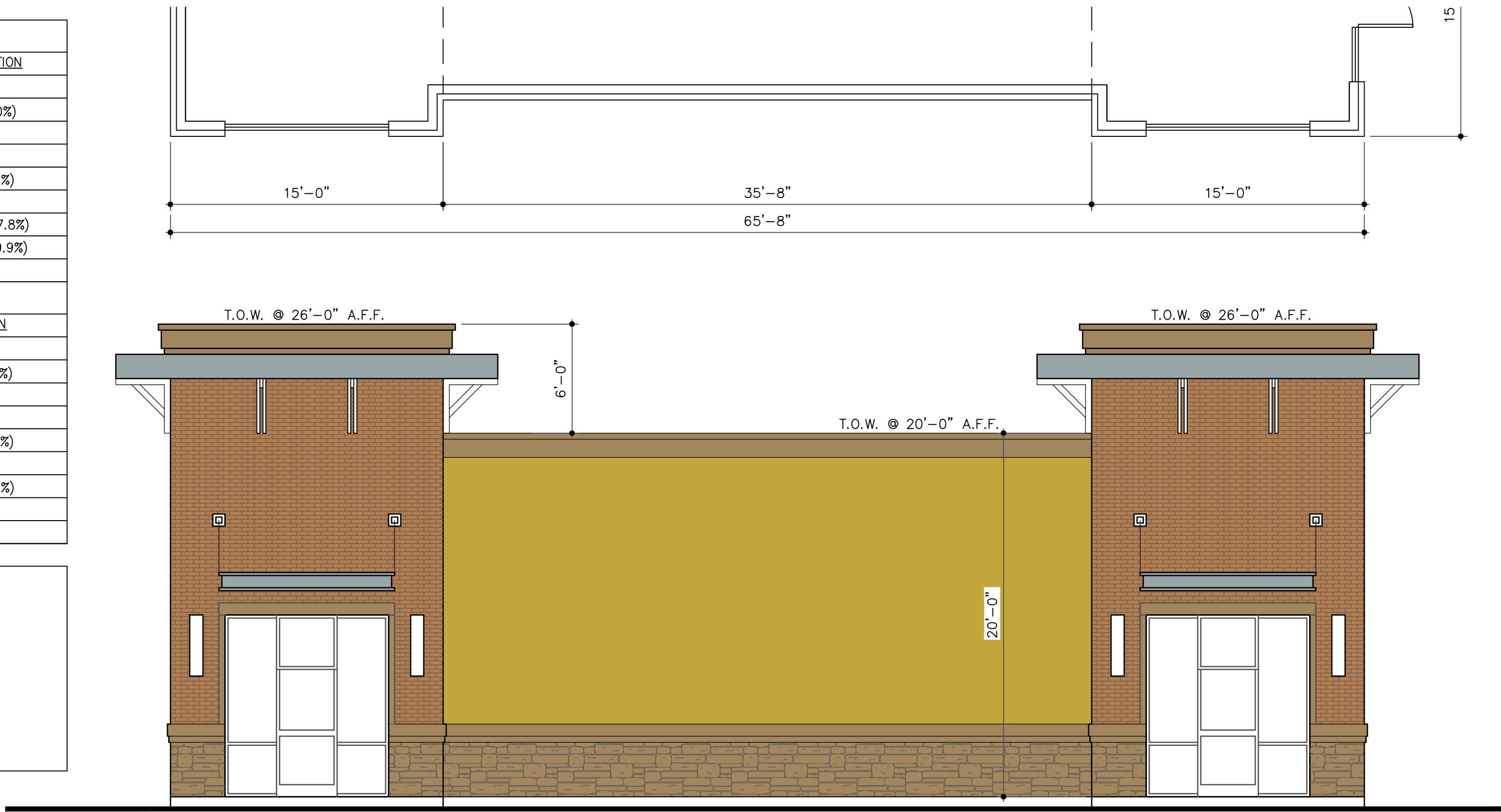
VICINITY MAP
(NOT TO SCALE)

EXTERIOR FINISH SCHEDULE		
	NORTH ELEVATION	SOUTH ELEVATION
	AREA	AREA
TOTAL FACADE	3,608 S.F. (100%)	3,608 S.F. (100%)
MATERIALS		
* STONE	450 S.F. (12.4%)	36 S.F. (1%)
* BRICK	566 S.F. (15.7%)	407 S.F. (11.3%)
* EIFS	N/A	N/A
* STUCCO FIN.	2,508 S.F. (69.5%)	2,085 S.F. (57.8%)
* DOORS & WINDOWS S.F.	84 S.F. (2.4%)	1,080 S.F. (29.9%)
* CMU WALL (PAINTED)	N/A	N/A

EXTERIOR FINISH SCHEDULE		
	WEST ELEVATION	EAST ELEVATION
	AREA	AREA
TOTAL FACADE	1,497 S.F. (100%)	1,497 S.F. (100%)
MATERIALS		
* STONE	143 S.F. (9.5%)	179 S.F. (12%)
* BRICK	566 S.F. (37.8%)	283 S.F. (18.9%)
* EIFS	N/A	N/A
* STUCCO FIN.	698 S.F. (46.7%)	945 S.F. (63.1%)
* DOORS & WINDOWS S.F.	90 S.F. (6.0%)	90 S.F. (6.0%)
* CMU WALL (PAINTED)	N/A	N/A

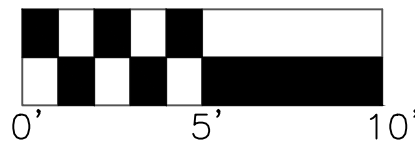
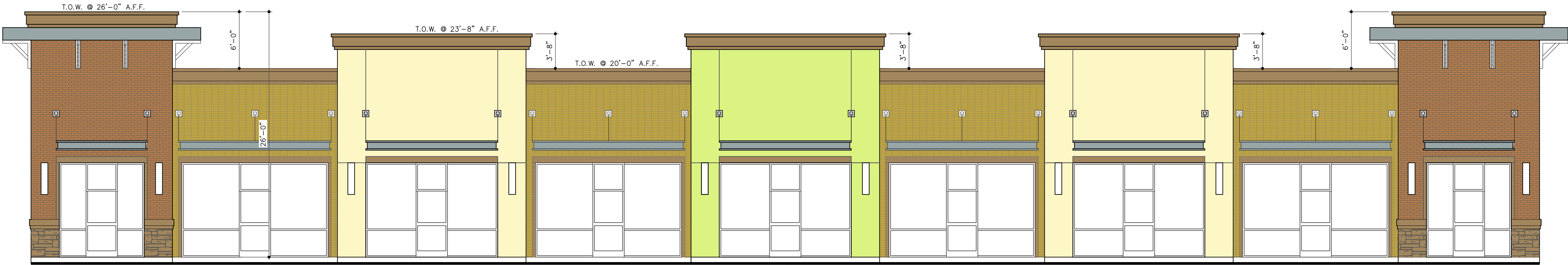
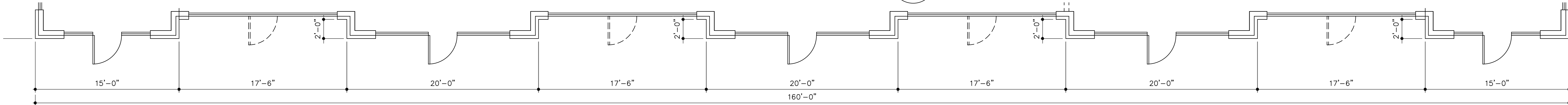
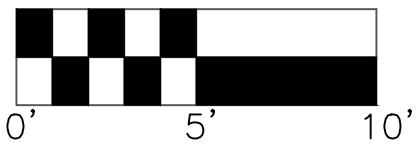
STUCCO NOTE:

- *ALL STUCCO INSTALLATIONS TO COMPLY WITH ASTM C1063
- *MAXIMUM WALL PANEL AREA =144 sq. ft.
- *MAXIMUM DISTANCE BETWEEN JOINTS = 18 ft.
- *MINIMUM LENGTH TO WIDTH RATIO = 2.5 TO 1
- *NO INCREASE ALLOWED UNLESS APPROVED BY ARCHITECT.
- *ALL STUCCO FINISH SHALL BE 3-STEP PROCESS.



02 WEST ELEVATIONS/ RETAILS

SCALE 3/16"= 1'-0"



01 SOUTH ELEVATIONS/ RETAILS

SCALE 3/16"= 1'-0"

ARTICULATION REQUIREMENTS

HORIZONTAL ARTICULATION

- WALL'S HEIGHT= 40'
- MAX. LENGTH OF WALL= 160'
- OFFSET OF MIN. 5% OF WALL'S HEIGHT= 2'
- MIN. 10% LENGTH OF NEW PLANE= 16'

VERTICAL ARTICULATION

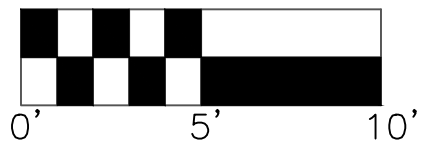
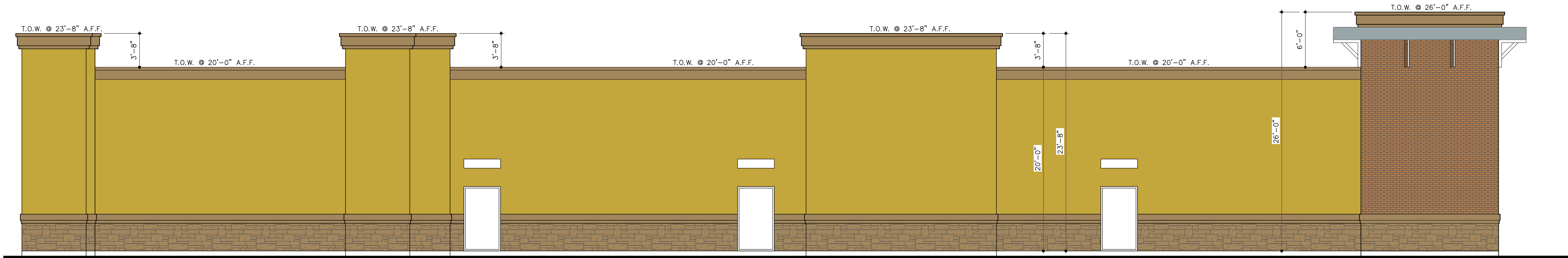
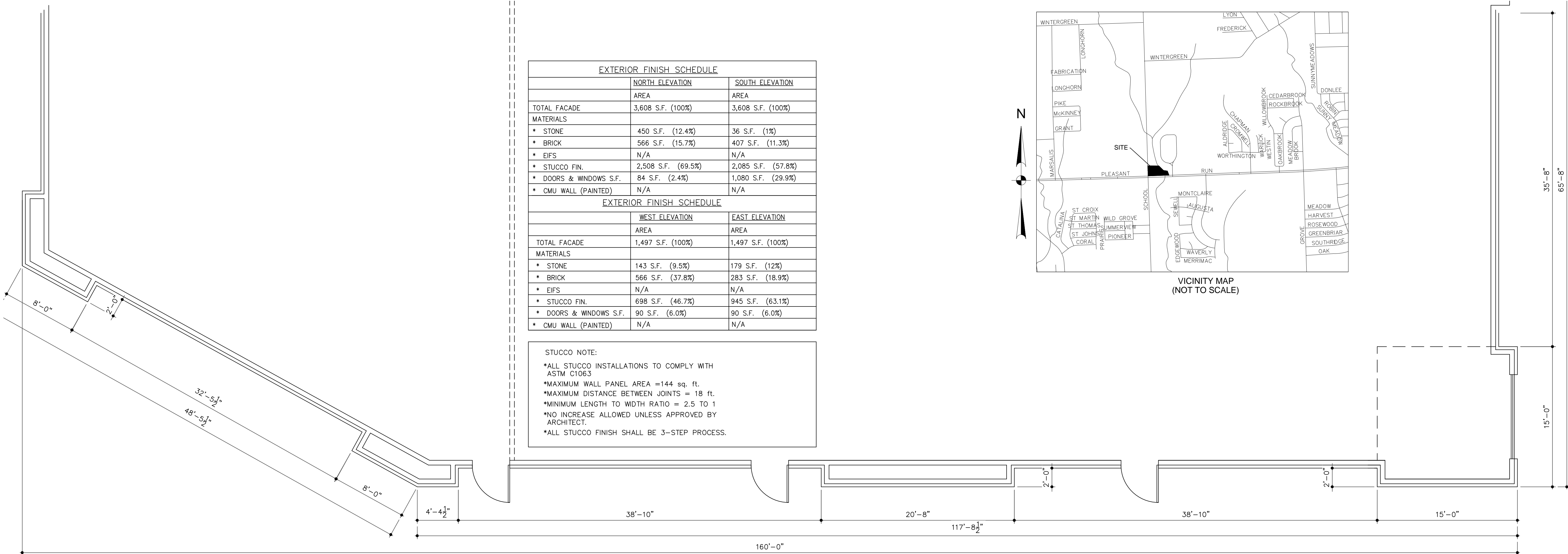
- WALL'S HEIGHT= 40'
- MAX. LENGTH OF WALL= 160'
- MIN. 10% OF HEIGHT CHANGE= 4'

NOTES:

1. ROOF MATERIAL TO BE TPO (WHITE)
2. INTERNAL ROOF DRAINAGE
3. ALL ELEVATIONS ARE TO TOP OF WALL U.N.O.

ZONING CASE NO. Z20-05

			ELEVATIONS PLAN — 4.70 ACRES												
NO.	DATE	REVISION	2281 W. PLEASANT RUN LLC												
CIV Inc.			4,000 S.F. CONVENIENCE STORE & 9,010 S.F. RETAIL SPACE												
			N. HOUSTON SCHOOL ADDITION LOTS 1 – 3, BLOCK A												
			CITY OF LANCASTER, DALLAS COUNTY, TEXAS												
DESIGNER			OWNER		ENGINEER OF RECORD		DESIGN		DRAWN	DATE	SCALE	NOTES	FILE	NO.	
LUBULA KANYINDA			CHARLES W. & CINDY WALDROP II		CIV Inc.										
7420 Lake Front Trail			520 Angus Rd		Steve Williams										
Arlington, Texas 76002			Waxahachie, TX		281-870-8727										
682-551-6960					ext 102						1"=50'				
dixon.kanyinda@live.com					swilliams@cive.com										



01

NORTH ELEVATIONS/ RETAILS

SCALE 3/16"= 1'-0"

ARTICULATION REQUIREMENTS

HORIZONTAL ARTICULATION

WALL'S HEIGHT= 40'
MAX. LENGTH OF WALL= 160'
OFFSET OF MIN. 5% OF WALL'S HEIGHT= 2'
MIN. 10% LENGTH OF NEW PLANE= 16'

VERTICAL ARTICULATION

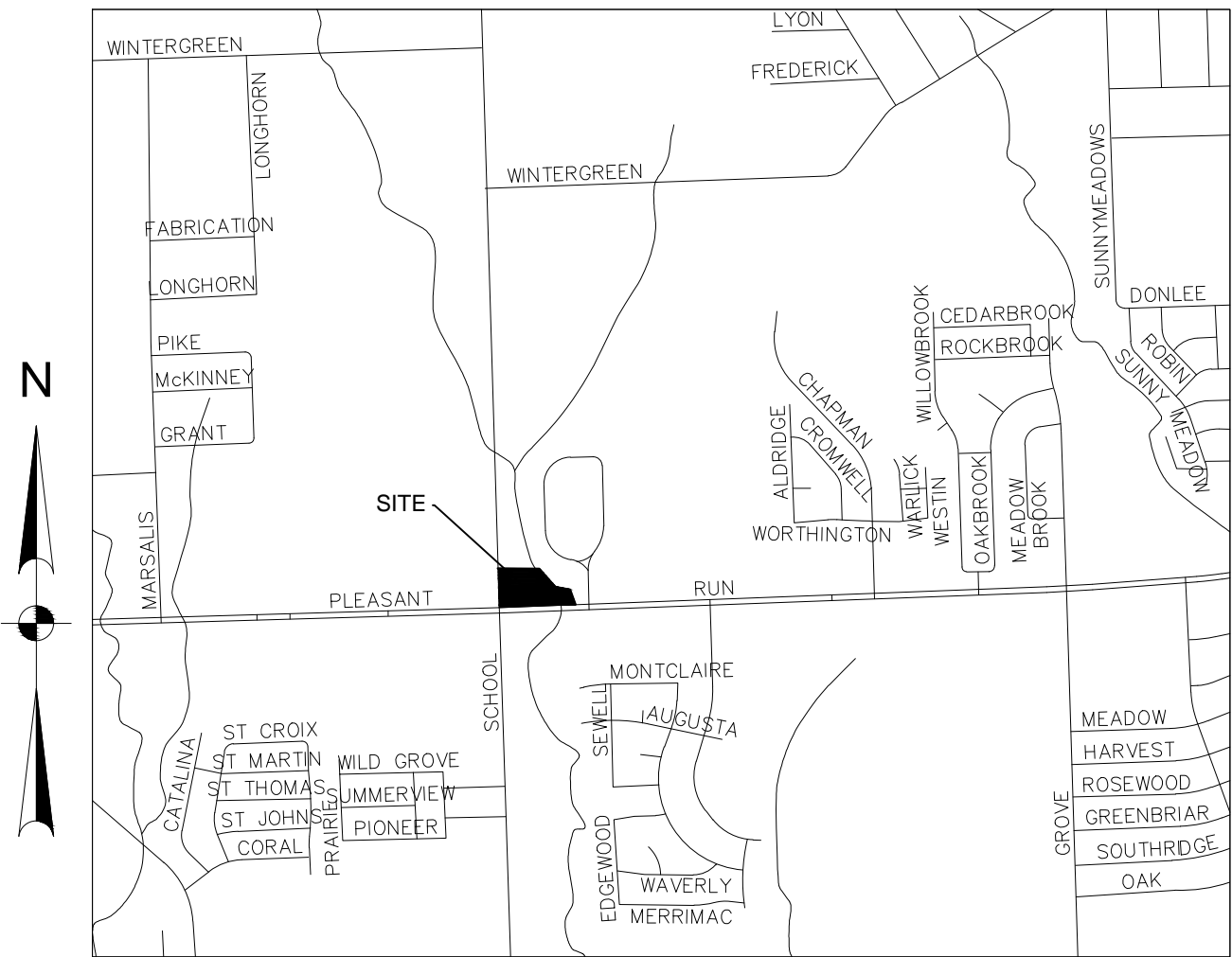
WALL'S HEIGHT= 40'
MAX. LENGTH OF WALL= 160'
MIN. 10% OF HEIGHT CHANGE= 4'

NOTES:

1. ROOF MATERIAL TO BE TPO (WHITE)
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ZONING CASE NO. Z20-05

			ELEVATIONS PLAN – 4.70 ACRES										
NO.	DATE	REVISION	2281 W. PLEASANT RUN LLC										
CIV Inc.			4,000 S.F. CONVENIENCE STORE & 9,010 S.F. RETAIL SPACE										
			N. HOUSTON SCHOOL ADDITION LOTS 1 – 3, BLOCK A										
DESIGNER			OWNER		ENGINEER OF RECORD		CITY OF LANCASTER, DALLAS COUNTY, TEXAS						
LUBULA KANYINDA			CHARLES W. & CINDY L. WALDROP II		CIV Inc.		DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
7420 Lake Front Trail			520 Angus Rd		Steve Williams								
Arlington, Texas 76002			Waxahachie, TX		281-870-8727					1"=50'			
682-551-6960					ext 102								
dixon.kanyinda@live.com					swilliams@cive.com								

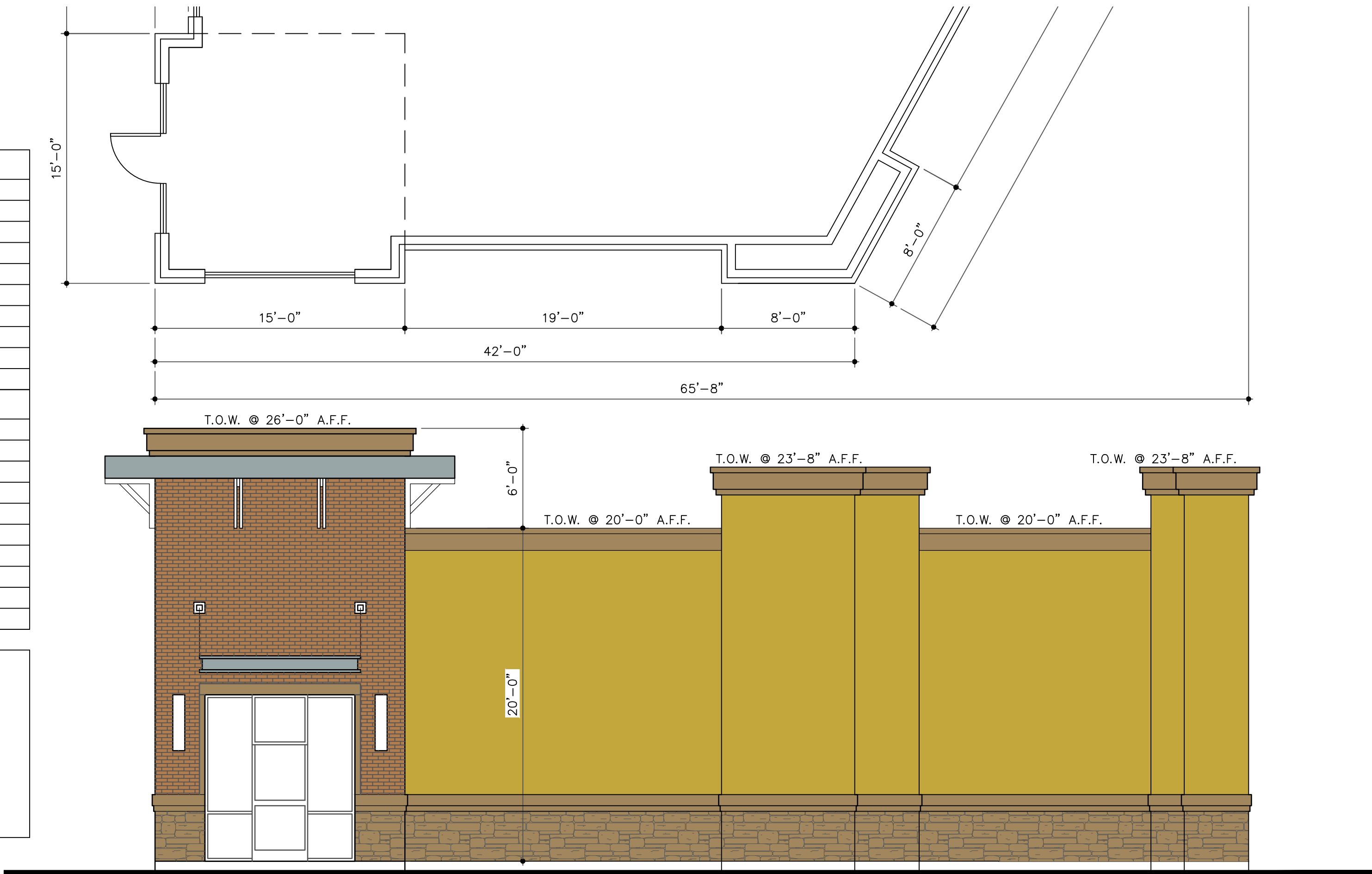


VICINITY MAP
(NOT TO SCALE)

EXTERIOR FINISH SCHEDULE		
	NORTH ELEVATION	SOUTH ELEVATION
TOTAL FACADE	3,608 S.F. (100%)	3,608 S.F. (100%)
MATERIALS		
* STONE	450 S.F. (12.4%)	36 S.F. (1%)
* BRICK	566 S.F. (15.7%)	407 S.F. (11.3%)
* EIFS	N/A	N/A
* STUCCO FIN.	2,508 S.F. (69.5%)	2,085 S.F. (57.8%)
* DOORS & WINDOWS S.F.	84 S.F. (2.4%)	1,080 S.F. (29.9%)
* CMU WALL (PAINTED)	N/A	N/A

EXTERIOR FINISH SCHEDULE		
	WEST ELEVATION	EAST ELEVATION
TOTAL FACADE	1,497 S.F. (100%)	1,497 S.F. (100%)
MATERIALS		
* STONE	143 S.F. (9.5%)	179 S.F. (12%)
* BRICK	566 S.F. (37.8%)	283 S.F. (18.9%)
* EIFS	N/A	N/A
* STUCCO FIN.	698 S.F. (46.7%)	945 S.F. (63.1%)
* DOORS & WINDOWS S.F.	90 S.F. (6.0%)	90 S.F. (6.0%)
* CMU WALL (PAINTED)	N/A	N/A

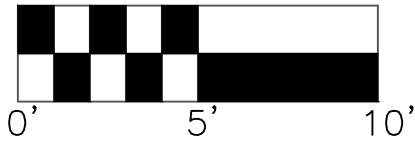
STUCCO NOTE:
*ALL STUCCO INSTALLATIONS TO COMPLY WITH ASTM C1063
*MAXIMUM WALL PANEL AREA =144 sq. ft.
*MAXIMUM DISTANCE BETWEEN JOINTS = 18 ft.
*MINIMUM LENGTH TO WIDTH RATIO = 2.5 TO 1
*NO INCREASE ALLOWED UNLESS APPROVED BY ARCHITECT.
*ALL STUCCO FINISH SHALL BE 3-STEP PROCESS.



01

EAST ELEVATIONS/ RETAILS

SCALE 3/16"= 1'-0"



ARTICULATION REQUIREMENTS

HORIZONTAL ARTICULATION

WALL'S HEIGHT= 40'
MAX. LENGTH OF WALL= 160'
OFFSET OF MIN. 5% OF WALL'S HEIGHT= 2'
MIN. 10% LENGTH OF NEW PLANE= 16'

VERTICAL ARTICULATION

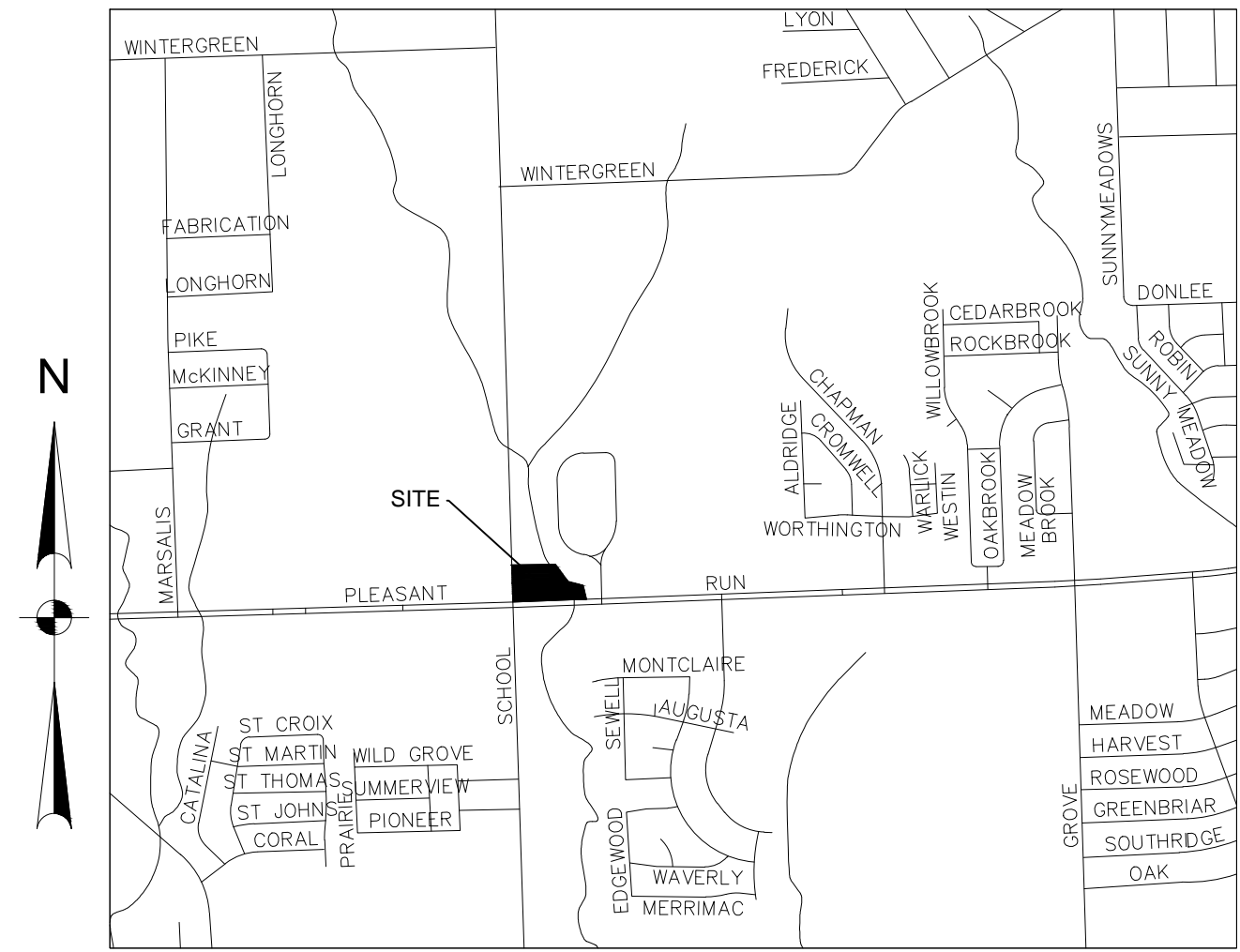
WALL'S HEIGHT= 40'
MAX. LENGTH OF WALL= 160'
MIN. 10% OF HEIGHT CHANGE= 4'

NOTES:

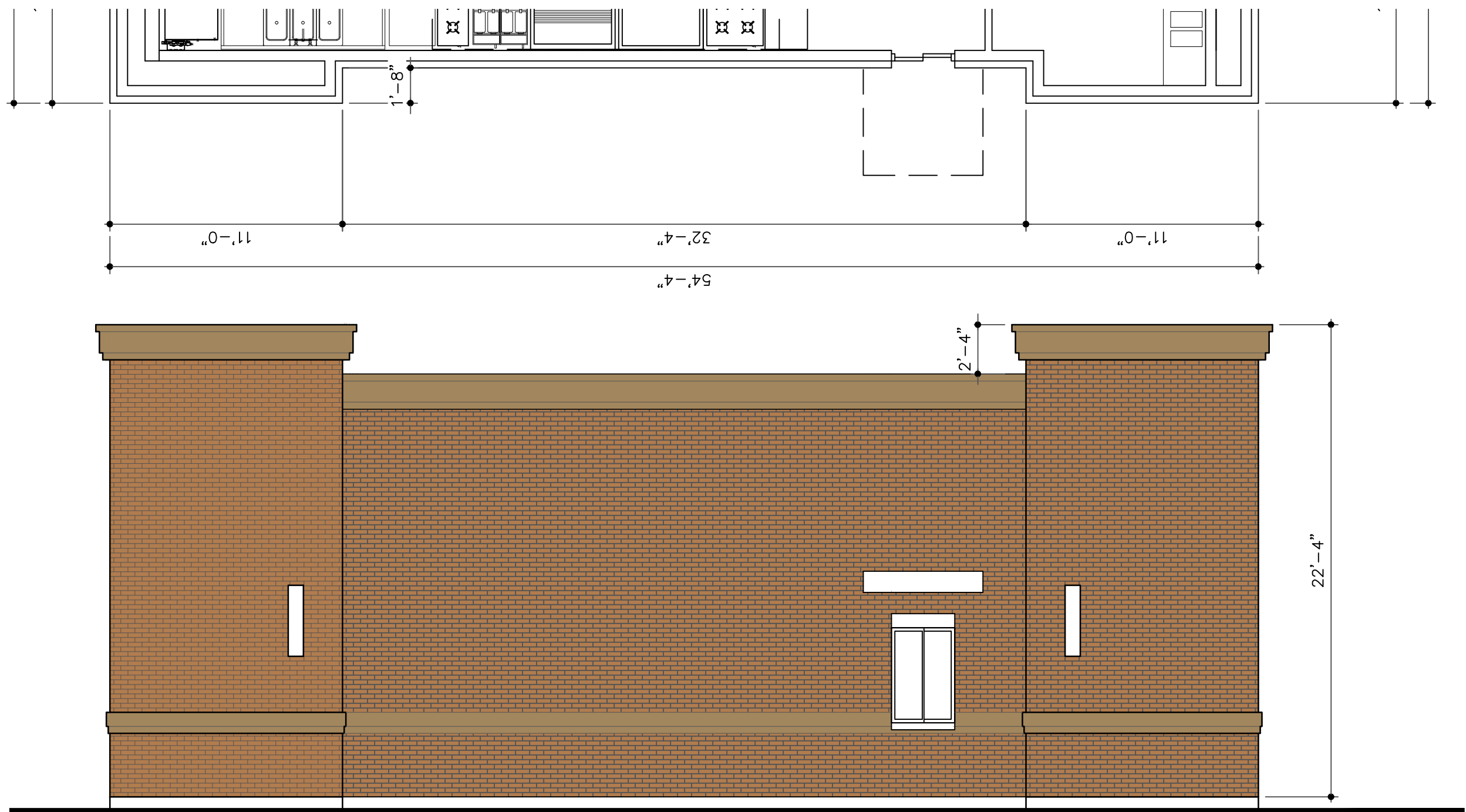
1. ROOF MATERIAL TO BE TPO (WHITE)
2. INTERNAL ROOF DRAINAGE
3. ALL ELEVATIONS ARE TO TOP OF WALL U.N.O.

ZONING CASE NO. Z20-05

NO.			DATE				REVISION				ELEVATIONS PLAN — 4.70 ACRES					
CIV Inc.			2281 W. PLEASANT RUN LLC				4,000 S.F. CONVENIENCE STORE & 9,010 S.F. RETAIL SPACE				N. HOUSTON SCHOOL ADDITION LOTS 1 – 3, BLOCK A					
DESIGNER			OWNER				ENGINEER OF RECORD				CITY OF LANCASTER, DALLAS COUNTY, TEXAS					
LUBULA KANYINDA			CHARLES W. & CINDY L. WALDROP II				CIV Inc. Steve Williams				DESIGN					
7420 Lake Front Trail			520 Angus Rd				281-870-8727				DRAWN					
Arlington, Texas 76002			Waxahachie, TX				ext 102				DATE					
682-551-6960			swilliams@cive.com				1"=50'				SCALE					
dixon.kanyinda@live.com											NOTES					
											FILE					
											NO.					



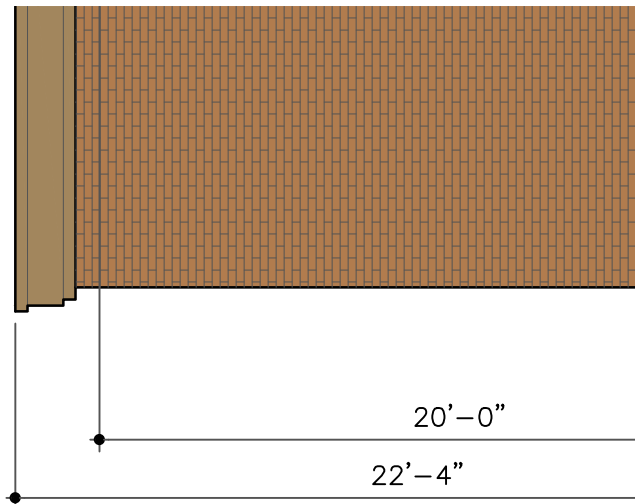
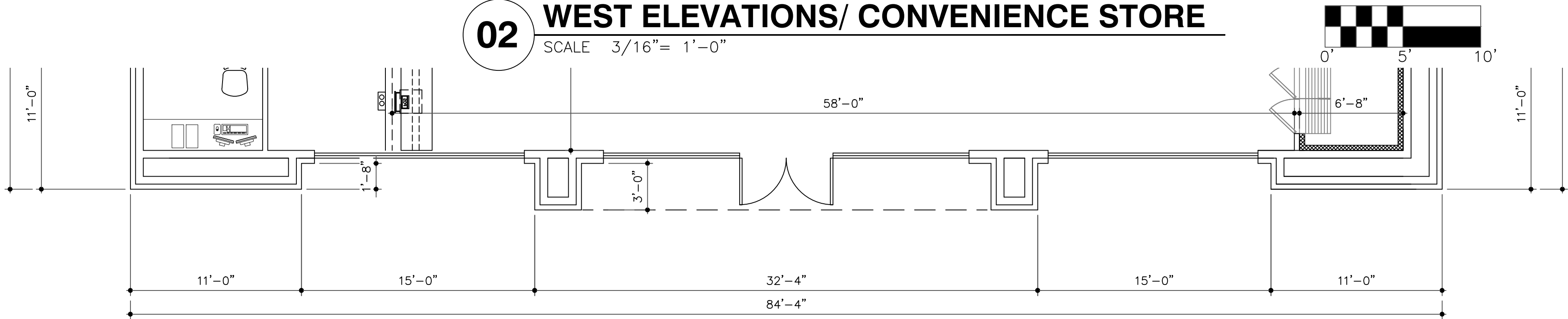
VICINITY MAP
(NOT TO SCALE)



WEST ELEVATIONS/ CONVENIENCE STORE

02

SCALE 3/16"= 1'-0"



EXTERIOR FINISH SCHEDULE		
	NORTH ELEVATION	SOUTH ELEVATION
	AREA	AREA
TOTAL FACADE	1,819 S.F. (100%)	1,819 S.F. (100%)
MATERIALS		
* STONE	N/A	N/A
* BRICK	428 S.F. (23.5%)	428 S.F. (23.5%)
* EIFS	N/A	N/A
* STUCCO FIN.	225 S.F. (12.4%)	886 S.F. (48.7%)
* DOORS & WINDOWS S.F.	28 S.F. (1.5 %)	505 S.F. (27.8%)
* CMU WALL (PAINTED)	1,138 S.F. (62.6%)	N/A
EXTERIOR FINISH SCHEDULE		
	WEST ELEVATION	EAST ELEVATION
	AREA	AREA
TOTAL FACADE	1,142 S.F. (100%)	1,142 S.F. (100%)
MATERIALS		
* STONE	N/A	N/A
* BRICK	969 S.F. (84.85%)	969 S.F. (84.86%)
* EIFS	N/A	N/A
* STUCCO FIN.	173 S.F. (15.14%)	173 S.F. (15.14%)
* DOORS & WINDOWS S.F.	15 S.F. (0.01%)	N/A

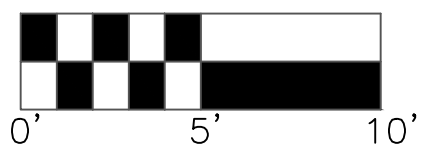
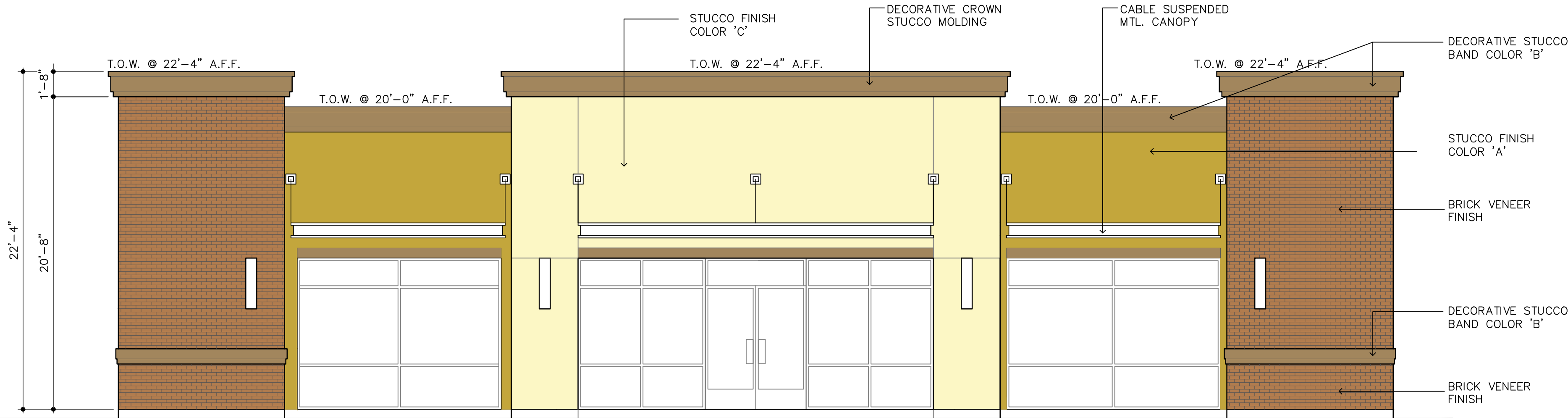
STUCCO NOTE:

- *ALL STUCCO INSTALLATIONS TO COMPLY WITH ASTM C1063
- *MAXIMUM WALL PANEL AREA =144 sq. ft.
- *MAXIMUM DISTANCE BETWEEN JOINTS = 18 ft.
- *MINIMUM LENGTH TO WIDTH RATIO = 2.5 TO 1
- *NO INCREASE ALLOWED UNLESS APPROVED BY ARCHITECT.
- *ALL STUCCO FINISH SHALL BE 3-STEP PROCESS.

01

SOUTH ELEVATIONS/ CONVENIENCE STORE

SCALE 3/16"= 1'-0"



ARTICULATION REQUIREMENTS

HORIZONTAL ARTICULATION

WALL'S HEIGHT= 40'
MAX. LENGTH OF WALL= 160'
OFFSET OF MIN. 5% OF WALL'S HEIGHT= 2'
MIN. 10% LENGTH OF NEW PLANE= 16'

VERTICAL ARTICULATION

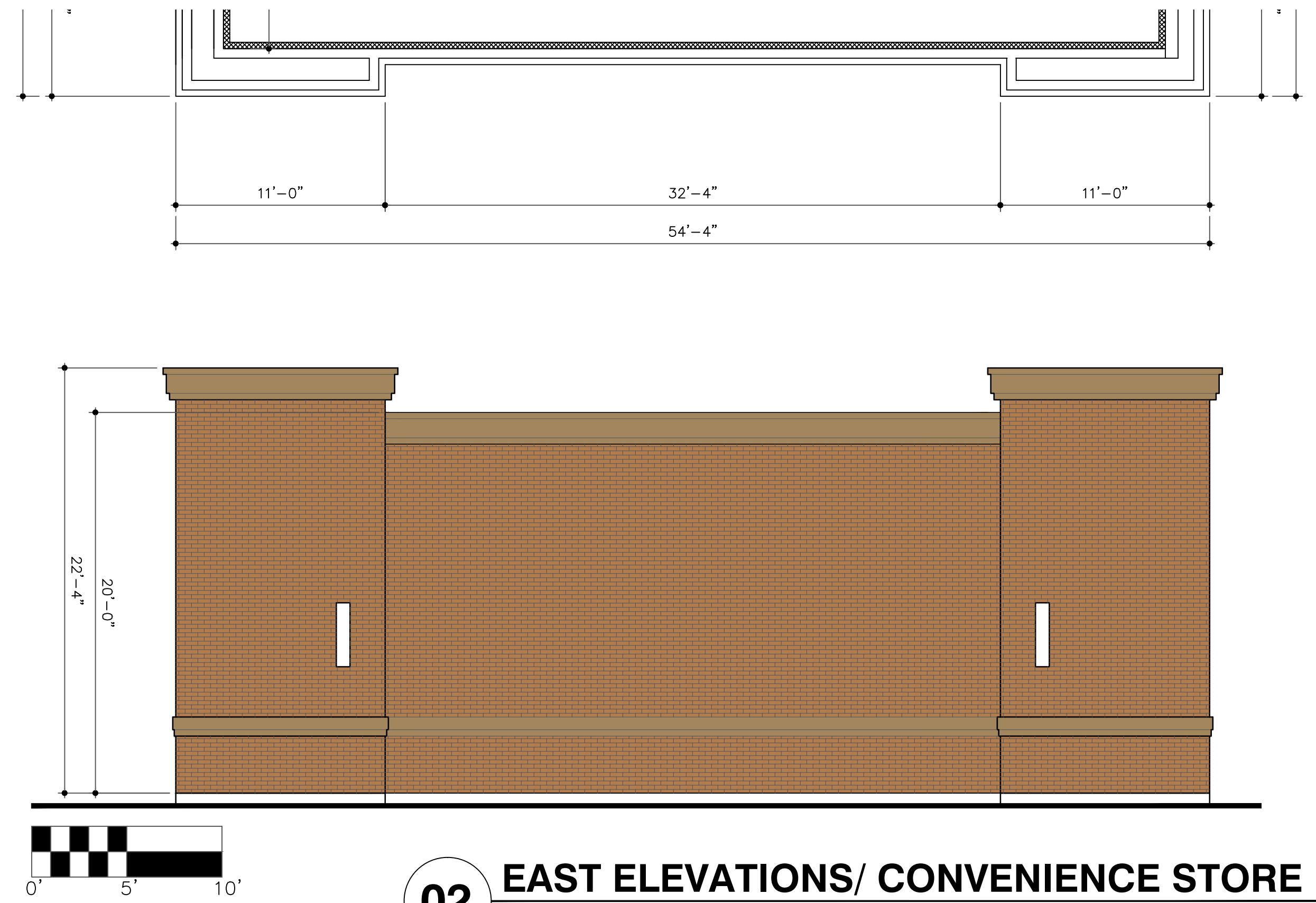
WALL'S HEIGHT= 40'
MAX. LENGTH OF WALL= 160'
MIN. 10% OF HEIGHT CHANGE= 4'

NOTES:

1. ROOF MATERIAL TO BE TPO (WHITE)
2. INTERNAL ROOF DRAINAGE
3. ALL ELEVATIONS ARE TO TOP OF WALL U.N.O.

ZONING CASE NO. Z20-05

NO.			ELEVATIONS PLAN – 4.70 ACRES						
DATE			2281 W. PLEASANT RUN LLC						
REVISION			4,000 S.F. CONVENIENCE STORE & 9,010 S.F. RETAIL SPACE						
CIV Inc.			N. HOUSTON SCHOOL ADDITION LOTS 1 – 3, BLOCK A						
DESIGNER			CITY OF LANCASTER, DALLAS COUNTY, TEXAS						
OWNER			DESIGN						
ENGINEER OF RECORD			DRAWN						
LUBULA KANYINDA			DATE						
7420 Lake Front Trail			SCALE						
Arlington, Texas 76002			NOTES						
682-551-6960			FILE						
dixon.kanyinda@live.com			NO.						
OWNER			1"=50'						
CHARLES W. & CINDY L. WALDROP II									
520 Angus Rd Waxahachie, TX									
ext 102									
swilliams@cive.com									



02 EAST ELEVATIONS/ CONVENIENCE STORE
SCALE 3/16" = 1'-0"

01 NORTH ELEVATIONS/ CONVENIENCE STORE

SCALE 3/16" = 1'-0"

ARTICULATION REQUIREMENTS

01 NORTH ELEVATIONS/ CONVENIENCE STORE
SCALE 3/16" = 1'-0"

ARTICULATION REQUIREMENTS

HORIZONTAL ARTICULATION

WALL'S HEIGHT = 40'
MAX. LENGTH OF WALL = 160'
OFFSET OF MIN. 5% OF WALL'S HEIGHT = 2'
MIN. 10% LENGTH OF NEW PLANE = 16'

VERTICAL ARTICULATION

WALL'S HEIGHT = 40'
MAX. LENGTH OF WALL = 160'
MIN. 10% OF HEIGHT CHANGE = 4'

- NOTES:
1. ROOF MATERIAL TO BE TPO (WHITE)
 2. INTERNAL ROOF DRAINAGE
 3. ALL ELEVATIONS ARE TO TOP OF WALL U.N.O.

ZONING CASE NO. Z20-05

						ELEVATIONS PLAN – 4.70 ACRES	
NO.	DATE	REVISION					
CIV Inc.			2281 W. PLEASANT RUN LLC 4,000 S.F. CONVENIENCE STORE & 9,010 S.F. RETAIL SPACE N. HOUSTON SCHOOL ADDITION LOTS 1 – 3, BLOCK A CITY OF LANCASTER, DALLAS COUNTY, TEXAS				
DESIGNER LUBULA KANYINDA 7420 Lake Front Trail Arlington, Texas 76002 682-551-6960 dixon.kanyinda@live.com		OWNER CHARLES W. & CINDY L. WALDRUP II 520 Angus Rd Waxahachie, TX		ENGINEER OF RECORD CIV Inc. Steve Williams 281-870-8727 ext 102 swilliams@cive.com			
DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.	
			1"=50'				

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





CITY OF LANCASTER

SHINING STAR OF TEXAS

Planning Department

Date: 4/21/2020

NOTICE OF PUBLIC HEARING

TO: Property Owner

RE: **Case No. Z20-05:** Conduct a public hearing and consider a zoning change from Agricultural Open (AO) to Retail (R) and a Specific Use Permit (SUP) for eight (8) fuel pumps for the property located on the north-east corner of North Houston School Road and West Pleasant Run Road. The property is addressed as 2281 West Pleasant Run Road and is described as being a 2.496 acre tract of land situated in the William Fleming Survey, Abstract Number 466, City of Lancaster, Dallas County Texas.

LOCATION: The property is located on the north-east corner of North Houston School Road and West Pleasant Run Road and is addressed as 2281 West Pleasant Run Road.

EXPLANATION OF REQUEST: The applicant is requesting to change the zoning of the property from AO to R for the development of a convenience store, retail, and restaurant. In the R district, an SUP is required in order to have more than two (2) fuel pumps. The applicant is requesting an SUP for eight (8) fuel pumps.

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

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

Highest & best use for this property with a natural green barrier to properties behind it.

SIGNATURE: *Cindy Waldrop*

ADDRESS: *1532 Houston school / 1520 Houston school*

The Planning and Zoning Commission will hold a public hearing and take action on the above case at their meeting on **Tuesday, May 5, 2020 at 7:00 pm**. The City Council will hold a public hearing and take action on the above case at their meeting on **Monday, June 22, 2020 at 7:00 pm**.

The meeting will be broadcast live via video at the following address: [<http://www.lancaster-tx.com>; agenda and minutes; watch meetings; specialty]. Public comments will be taken during the Public Testimony and Public Hearing items, respectively, and may be made by filling out a citizen comment form prior to 5:00 p.m., and calling the following telephone number: [(877) 309-2073 access code 949-725-613].

Your written comments are being solicited in the above case. Please legibly respond in ink. If the signature and/or address are missing, your comments will not be recorded. Your response must be received in the Planning Division by 5 p.m. on **Thursday, April 30, 2020** for your comments to be recorded for the Planning and Zoning Commission's meeting. Responses received after that time will be forwarded to the Commission at the public hearing. Additional information is available in the Department of Planning at 211 N. Henry Street. The public is also invited to express opinions in writing to the Planning and Zoning Commission and City Council, P.O. Box 940, Lancaster, Texas 75146.

If you have any questions concerning this request,
please contact the Planning Division
Phone 972-218-1312
FAX 972-218-3616

RETURN BY FAX OR MAIL
City of Lancaster
Planning Division
211 N Henry St
Lancaster, TX 75146-0940

18 Notices were mailed on 4/21/2020



CITY OF LANCASTER

SHINING STAR OF TEXAS

Planning Department

Date: 4/21/2020

NOTICE OF PUBLIC HEARING

TO: Property Owner

RE: **Case No. Z20-05:** Conduct a public hearing and consider a zoning change from Agricultural Open (AO) to Retail (R) and a Specific Use Permit (SUP) for eight (8) fuel pumps for the property located on the north-east corner of North Houston School Road and West Pleasant Run Road. The property is addressed as 2281 West Pleasant Run Road and is described as being a 2.496 acre tract of land situated in the William Fleming Survey, Abstract Number 466, City of Lancaster, Dallas County Texas.

LOCATION: The property is located on the north-east corner of North Houston School Road and West Pleasant Run Road and is addressed as 2281 West Pleasant Run Road.

EXPLANATION OF REQUEST: The applicant is requesting to change the zoning of the property from AO to R for the development of a convenience store, retail, and restaurant. In the R district, an SUP is required in order to have more than two (2) fuel pumps. The applicant is requesting an SUP for eight (8) fuel pumps.

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

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

SIGNATURE: Brenda Dandy

ADDRESS: 1105 Eastwick Drive Ranch 76262

The Planning and Zoning Commission will hold a public hearing and take action on the above case at their meeting on **Tuesday, May 5, 2020 at 7:00 pm**. The City Council will hold a public hearing and take action on the above case at their meeting on **Monday, June 22, 2020 at 7:00 pm**.

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CITY OF LANCASTER

SHINING STAR OF TEXAS

Planning Department

Date: 6/24/2020

NOTICE OF PUBLIC HEARING

TO: Property Owner

RE: **Case No. Z20-05:** Conduct a public hearing and consider a zoning change from Agricultural Open (AO) to Retail (R) and a Specific Use Permit (SUP) for eight (8) fuel pumps for the property located on the northeast corner of North Houston School Road and West Pleasant Run Road. The property is addressed as 2281 West Pleasant Run Road and is described as being a 4.7 acre tract of land situated in the William Fleming Survey, Abstract Number 466, City of Lancaster, Dallas County Texas.

LOCATION: The property is located on the northeast corner of North Houston School Road and West Pleasant Run Road and is addressed as 2281 West Pleasant Run Road.

EXPLANATION OF REQUEST: The applicant is requesting to change the zoning of the property from AO to R for the development of a convenience store with eight (8) fuel pumps, retail, and restaurant on the subject site.

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

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

I am in favor as long as there is a barrier wall along the creek

SIGNATURE: *Kenneth Brooks* *EAST side*

ADDRESS: *1433 Springcrest Circle*

The City of Lancaster Planning and Zoning Commission will hold a Public Hearing at their meeting on **Tuesday, July 7, 2020** at 7:00 pm in the City Council Chambers, City of Lancaster Municipal Center, 211 North Henry, Lancaster, Texas 75146. The meeting will be conducted online and meeting details will be provided on the agenda which will be posted online at <https://www.lancaster-tx.com/133/Planning-Zoning-Commission>. The City Council will hold a public hearing and take action on the above case at their meeting on **Monday, July 27, 2020** at 7:00 pm. The meeting may be conducted online or will be open to the public; meeting details will be provided on the agenda which will be posted online at <http://www.lancaster-tx.com/324/Watch-Meetings> at least 72 hours prior to the meeting's date.

Your written comments are being solicited in the above case. Please legibly respond in ink. If the signature and/or address are missing, your comments will not be recorded. Your response must be received in the Planning Division by 5 p.m. on **Thursday, July 2, 2020** for your comments to be recorded for the Planning and Zoning Commission's meeting. Responses received after that time will be forwarded to the Commission at the public hearing. Additional information is available in the Department of Planning at 211 N. Henry Street. The public is also invited to express opinions in writing to the Planning and Zoning Commission and City Council, P.O. Box 940, Lancaster, Texas 75146.

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please contact the Planning Division
Phone 972-218-1315
FAX 972-218-3616

20 Notices were mailed on 6/24/2020

RETURN BY FAX OR MAIL
City of Lancaster
Planning Division
211 N Henry St
Lancaster, TX 75146-0940

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



FAX

To: CITY OF LANCASTER

Company:

Fax: 9722183616

Phone:

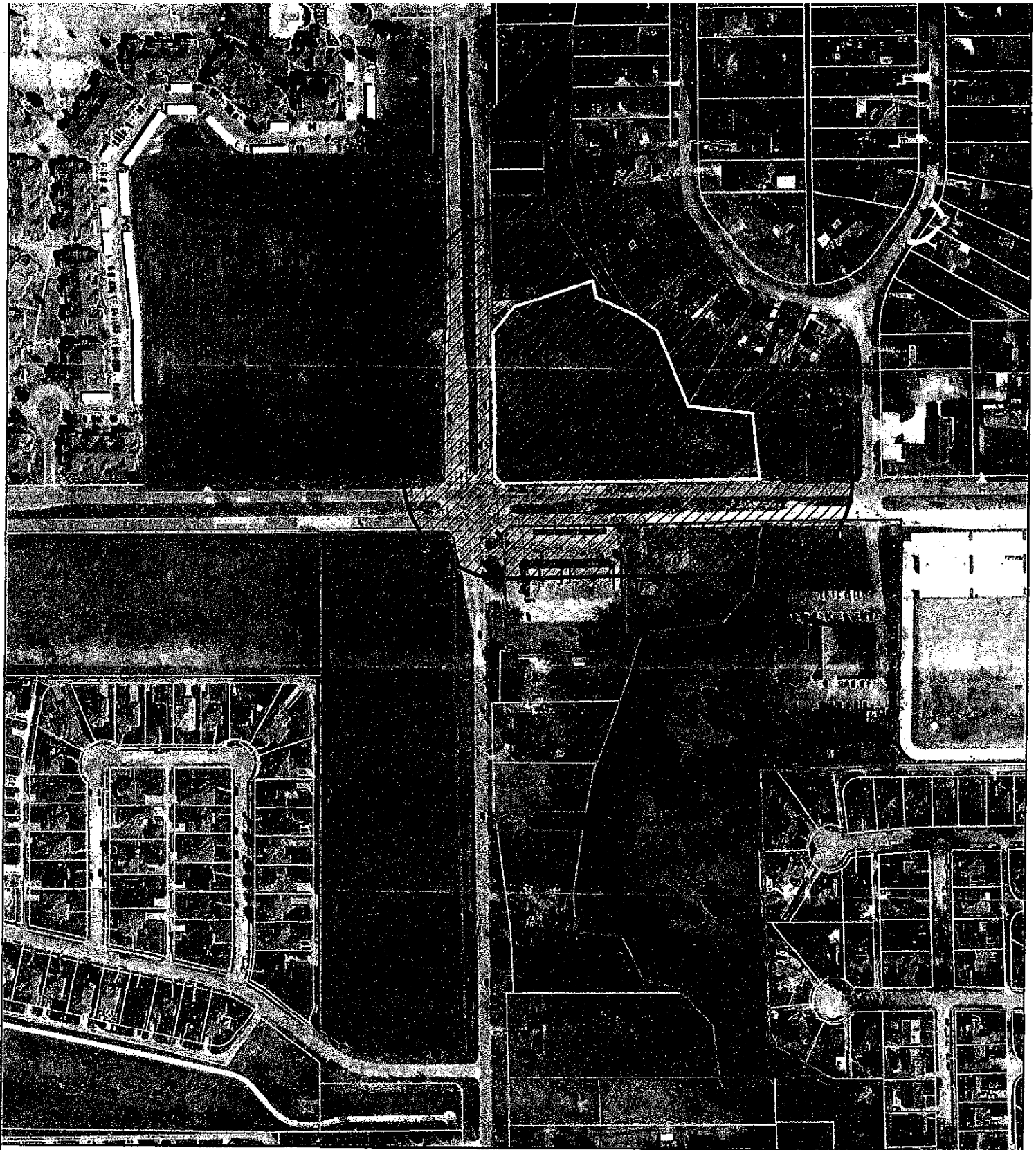
From:






Fax:

Phone: + 1-972-919-9905

E-mail: ingyu.back@bankofhope.com

NOTES:



-  Parcels
-  Subject Area
-  Notification Parcels
-  200' Notification Area
-  City Limits



City of Lancaster
2281 W Pleasant Run Rd
200' Notification Area

0 135 270 540 Feet



CITY OF LANCASTER

SHINING STAR OF TEXAS

Planning Department

Date: 4/21/2020

NOTICE OF PUBLIC HEARING

TO: Property Owner

RE: **Case No. Z20-05:** Conduct a public hearing and consider a zoning change from Agricultural Open (AO) to Retail (R) and a Specific Use Permit (SUP) for eight (8) fuel pumps for the property located on the north-east corner of North Houston School Road and West Pleasant Run Road. The property is addressed as 2281 West Pleasant Run Road and is described as being a 2.496 acre tract of land situated in the William Fleming Survey, Abstract Number 466, City of Lancaster, Dallas County Texas.

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

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

1. Traffic congestion 2. Impact of current Retail Business.
* see Attachment.

SIGNATURE: _____

ADDRESS: 2286 W pleasant run Rd, Lancaster, TX 75146

The Planning and Zoning Commission will hold a public hearing and take action on the above case at their meeting on **Tuesday, May 5, 2020 at 7:00 pm**. The City Council will hold a public hearing and take action on the above case at their meeting on **Monday, June 22, 2020 at 7:00 pm**.

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HJ SYSTEMS LLC
2286 W Pleasant Run Rd
Lancaster, TX 75146
4-27-2020

We have been owned the strip mall the above address for little over 4 years and are writing this letter to express my strong opposition to allowing Gas Station and Strip Mall in case NO Z20-05 area for the following reasons:

Traffic Congestion

Case NO Z20-05 is located in the center part of Lancaster where it serves as the main intersection connecting W Pleasant Run Rd (highway 35E) and Houston School Rd (120).

This area is currently experiencing a traffic congestion due to the newly established International Leadership Elementary School, and with new Gas Station and Strip Mall will further worsen the current traffic congestion in this area and potentially become a safety concern for the schoolchildren in the morning and afternoon.

Impact of Current Retail Businesses

Within 1.5 mile radius of NO Z20-05, there are already more than 8 Gas Stations and 5 Convenient Stores competing vigorously to attain their customers on a daily basis. The number of suppliers for the customers' needs have exceeded a long time ago and many existing businesses are struggling to survive in this harsh environment, and any additional competitors in this area will even further worsened the continuity of the current and any new businesses as well.

Thank you so much for your help

Sincerely,

Steven Yoo and Kim Yoo
267-403-0042



CITY OF LANCASTER

SHINING STAR OF TEXAS

Planning Department

Date: 4/21/2020

NOTICE OF PUBLIC HEARING

TO: Property Owner

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The applicant is requesting to change the zoning of the property from AO to R for the development of a convenience store, retail, and restaurant. In the R district, an SUP is required in order to have more than two (2) fuel pumps. The applicant is requesting an SUP for eight (8) fuel pumps.

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

COMMENTS:

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

This intersection is ALREADY Grossly Dangerous. The traffic from the International Leadership of Texas makes it almost impossible to get out of our neighborhood since we only have one entrance/exit.

SIGNATURE:

Jetta Deane Shipes Sanchez

ADDRESS:

1535 W. Springcrest Circle

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CITY OF LANCASTER

SHINING STAR OF TEXAS

Planning Department

Date: 4/21/2020

NOTICE OF PUBLIC HEARING

TO: Property Owner

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

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

Safety concerns. Pumps will be close to my property.

SIGNATURE: *Angel M. Lopez*

ADDRESS: *1521 W. Springcrest Cir. Lancaster TX 75131*

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CITY OF LANCASTER

SHINING STAR OF TEXAS

Planning Department

Date: 4/21/2020

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

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

The "city of trees" is becoming a concrete jungle.

SIGNATURE:

Mary L Rich

ADDRESS:

1509 Springers Cir

The Planning and Zoning Commission will hold a public hearing and take action on the above case at their meeting on **Tuesday, May 5, 2020 at 7:00 pm**. The City Council will hold a public hearing and take action on the above case at their meeting on **Monday, June 22, 2020 at 7:00 pm**.

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CITY OF LANCASTER

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

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

Traffic is already backed up. Creek behind shouldn't get polluted. Visibility to hawthorn street

SIGNATURE: *Carol Johnson*

ADDRESS: *1535 W Springerest cir*

The Planning and Zoning Commission will hold a public hearing and take action on the above case at their meeting on **Tuesday, May 5, 2020 at 7:00 pm**. The City Council will hold a public hearing and take action on the above case at their meeting on **Monday, June 22, 2020 at 7:00 pm**.

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CITY OF LANCASTER

SHINING STAR OF TEXAS

Planning Department

Date: 5/13/2020

NOTICE OF PUBLIC HEARING

TO: Property Owner

RE: **Case No. Z20-05:** Conduct a public hearing and consider a zoning change from Agricultural Open (AO) to Retail (R) for the property located on the northeast corner of North Houston School Road and West Pleasant Run Road. The property is addressed as 2281 West Pleasant Run Road and is described as being a 2.496 acre tract of land situated in the William Fleming Survey, Abstract Number 466, City of Lancaster, Dallas County Texas.

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

"PLEASE SEE ATTACHED NOTE"

SIGNATURE:

RP

ADDRESS:

1515 W. Springcrest Circle Lancaster, Texas 75134

The City of Lancaster Planning and Zoning Commission will hold a Public Hearing at their meeting on **Tuesday, June 2, 2020** at 7:00 pm in the City Council Chambers, City of Lancaster Municipal Center, 211 North Henry, Lancaster, Texas 75146. The City Council will hold a public hearing and take action on the above case at their meeting on **Monday, June 22, 2020 at 7:00 pm**. The meeting may be conducted online or will be open to the public; meeting details will be provided on the agenda which will be posted online at <https://www.lancaster-tx.com/133/Planning-Zoning-Commission> at least 72 hours prior to the meeting's date.

Your written comments are being solicited in the above case. Please legibly respond in ink. If the signature and/or address are missing, your comments will not be recorded. Your response must be received in the Planning Division by 5 p.m. on **Tuesday, May 26, 2020** for your comments to be recorded for the Planning and Zoning Commission's meeting. Responses received after that time will be forwarded to the Commission at the public hearing. Additional information is available in the Department of Planning at 211 N. Henry Street. The public is also invited to express opinions in writing to the Planning and Zoning Commission and City Council, P.O. Box 940, Lancaster, Texas 75146.

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16 Notices were mailed on 5/13/2020

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This is not a good location
for a convenience store, retail, and
restaurant. We do not want that
type of business in the middle of
our neighborhood. It will create
too much traffic, parking issues,
and added crimes to our neighborhood,
which is why we are
OPPOSED to the zoning request.

Thank You



CITY OF LANCASTER

SHINING STAR OF TEXAS

Planning Department

Date: 6/24/2020

NOTICE OF PUBLIC HEARING

TO: Property Owner

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EXPLANATION OF REQUEST: The applicant is requesting to change the zoning of the property from AO to R for the development of a convenience store with eight (8) fuel pumps, retail, and restaurant on the subject site.

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

COMMENTS: ☒ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS: *having traffic at the site, and for the safety of school children*

SIGNATURE: *Candida Alba*

ADDRESS: *1555 W. Springcrest Lancaster TX 75134*

The City of Lancaster Planning and Zoning Commission will hold a Public Hearing at their meeting on **Tuesday, July 7, 2020** at 7:00 pm in the City Council Chambers, City of Lancaster Municipal Center, 211 North Henry, Lancaster, Texas 75146. The meeting will be conducted online and meeting details will be provided on the agenda which will be posted online at <https://www.lancaster-tx.com/133/Planning-Zoning-Commission>. The City Council will hold a public hearing and take action on the above case at their meeting on **Monday, July 27, 2020** at 7:00 pm. The meeting may be conducted online or will be open to the public; meeting details will be provided on the agenda which will be posted online at <http://www.lancaster-tx.com/324/Watch-Meetings> at least 72 hours prior to the meeting's date.

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please contact the Planning Division
Phone 972-218-1315
FAX 972-218-3616

20 Notices were mailed on 6/24/2020

RETURN BY FAX OR MAIL

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

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





CITY OF LANCASTER

SHINING STAR OF TEXAS

Planning Department

Date: 6/24/2020

NOTICE OF PUBLIC HEARING

TO: Property Owner

RE: **Case No. Z20-05:** Conduct a public hearing and consider a zoning change from Agricultural Open (AO) to Retail (R) and a Specific Use Permit (SUP) for eight (8) fuel pumps for the property located on the northeast corner of North Houston School Road and West Pleasant Run Road. The property is addressed as 2281 West Pleasant Run Road and is described as being a 4.7 acre tract of land situated in the William Fleming Survey, Abstract Number 466, City of Lancaster, Dallas County Texas.

LOCATION: The property is located on the northeast corner of North Houston School Road and West Pleasant Run Road and is addressed as 2281 West Pleasant Run Road.

EXPLANATION OF REQUEST: The applicant is requesting to change the zoning of the property from AO to R for the development of a convenience store with eight (8) fuel pumps, retail, and restaurant on the subject site.

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

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

SIGNATURE:

ADDRESS:

Letta Wione Snipes
1531 W. Springcrest Ln Lancaster TX 75134

The City of Lancaster Planning and Zoning Commission will hold a Public Hearing at their meeting on **Tuesday, July 7, 2020 at 7:00 pm** in the City Council Chambers, City of Lancaster Municipal Center, 211 North Henry, Lancaster, Texas 75146. The meeting will be conducted online and meeting details will be provided on the agenda which will be posted online at <https://www.lancaster-tx.com/133/Planning-Zoning-Commission>. The City Council will hold a public hearing and take action on the above case at their meeting on **Monday, July 27, 2020 at 7:00 pm**. The meeting may be conducted online or will be open to the public; meeting details will be provided on the agenda which will be posted online at <http://www.lancaster-tx.com/324/Watch-Meetings> at least 72 hours prior to the meeting's date.

Your written comments are being solicited in the above case. Please legibly respond in ink. If the signature and/or address are missing, your comments will not be recorded. Your response must be received in the Planning Division by 5 p.m. on **Thursday, July 2, 2020** for your comments to be recorded for the Planning and Zoning Commission's meeting. Responses received after that time will be forwarded to the Commission at the public hearing. Additional information is available in the Department of Planning at 211 N. Henry Street. The public is also invited to express opinions in writing to the Planning and Zoning Commission and City Council, P.O. Box 940, Lancaster, Texas 75146.

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

20 Notices were mailed on 6/24/2020

RETURN BY FAX OR MAIL

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

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



I own 2 properties in the affected area:
1525 W. Springcrest Cir and
1531 W. Springcrest Cir

The proposed property project is in a already congested intersection. With the strip center on the Southeast Corner Combined with the International Leadership Academy School, traffic ~~is~~ makes it almost impossible for our neighborhood to Enter/Exit onto Pleasant Run. Children have to walk to and from this school and added traffic will make it more dangerous than it is now.

Mills Branch Creek Borders the eastern boundary of this property. Has there been an environmental study done to the impact of runoff from the proposed "gas station/store", motor oil, gasoline.

Light Pollution - there are nesting owls & hawks on this creek.

I can sit in my Backyard on any evening and hear the car crashes at that intersection. That will definitely increase. *Jetta D. Shipps Early*
This is not good for this Area.

CITY OF LANCASTER'S BOARDS AND COMMISSIONS

Planning & Zoning Commission

2.

Meeting Date: 07/07/2020

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

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

Submitted by: Bester Munyaradzi, Senior Planner

Agenda Caption:

Z20-05A Conduct a public hearing and consider a zoning change from Agricultural Open (AO) to Retail (R) for the property located on the northeast corner of North Houston School Road and West Pleasant Run Road. The property is addressed as 2281 West Pleasant Run Road and is described as being a 4.7 acre tract of land situated in the William Fleming Survey, Abstract Number 466, City of Lancaster, Dallas County Texas.

Background:

1. **Location and Size:** The property is located on the northeast corner of North Houston School Road and West Pleasant Run Road and is addressed as 2281 West Pleasant Run Road. The property is approximately 4.7 acres in size.
2. **Current Zoning:** The subject property is currently zoned Agricultural Open.
3. **Adjacent Properties:**
North: Agricultural Open (AO) - Vacant land
South: Retail (R) - Plaza Center and Agricultural Open (AO) - Single family home
East: Neighborhood Services (NS) - Vacant land
West: Medical Overlay District - Vacant land
4. **Comprehensive Plan Compatibility:** The Future Land Use Plan of the Comprehensive Plan identifies this site as suitable for Commercial Corridor uses. The request is consistent with the Future Land Use Plan of the Comprehensive Plan.

Operational Considerations:

This is a request to rezone the subject property from Agricultural Open (AO) to Retail (R) for a convenience store with eight (8) fuel dispensers on Lot 2; 6,510 square feet retail space and a 2,500 square feet restaurant on Lot 1 as shown on the attached Site Plan. Lot 3 will remain vacant. The current AO zoning only allows for single-family detached homes, farming, and ranching-related activities and accessory uses.

Pursuant to Section 14.1101 of the Lancaster Development Code (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 City's Future Land Use Plan of the Comprehensive Plan identifies this site as suitable for commercial development. The Commercial Corridor focuses on

single and multi-tenant commercial development 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 cars from nearby neighborhoods. The subject property is at the corner of two (2) Type B 100 feet wide Major Arterials, West Pleasant Run Road and Houston School Road, and is readily accessible for cars. Restaurants, retail spaces, and gas stations are all uses that will provide everyday goods and services to residents in the immediate vicinity to the north, south, east and west of the subject site.

Potential Impact on Adjacent Development: The subject property is currently undeveloped. The properties to the north and west are undeveloped; the property to the south is a shopping strip; and the properties to the east are a mixture of vacant lots and a residential subdivision. The proposed development will service existing surrounding developments as at least 20% of the sales area will be dedicated to a full deli kitchen, fresh produce, and dairy products in the convenience store. The proposed development will be screened from the immediate residential subdivision to the northeast by a six (6) feet landscape buffer and a six (6) feet brick wall.

Availability of utilities and access: The subject property is served by City of Lancaster sewer and water. The applicant will be responsible for connecting to those utilities.

Site conditions such as vegetation, topography, flood plain: The site is currently undeveloped. Upon construction of this site, factors such as vegetation, topography and flood plain issues will be addressed as part of the civil review before construction.

Timing of Development as it relates to Lancaster's Capital Improvement Plan: According to the Master Thoroughfare Plan, Pleasant Run Road is proposed to be a 100 feet Major Arterial Type B right-of-way (ROW). Pleasant Run Road is currently 90 feet and the applicant will be dedicating 10 feet of rights-of-way

Based upon an analysis of the five (5) considerations that must be taken into consideration when reviewing a change in zoning application, the proposed zoning change request to Retail is consistent with the Future Land Use Plan of the Comprehensive Plan and will positively impact adjacent properties by providing daily services to neighboring properties. There will also be sufficient landscaping and screening between this proposed development and the residential subdivision to the northeast.

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:

On April 26, 2020, a notice for this public hearing appeared in the Focus Daily Newspaper. Staff also mailed 18 notifications of this public hearing to property owners within 200 feet of the subject site and zoning signs were placed on the property. There were two (2) letters received in support and five (5) letters received in opposition of this request. The five letters received in opposition is 27% of the 18 notifications that were mailed out; the 27% triggers the requirement for three-fourth (3/4) favorable vote of all the members of the Council according to Lancaster Development Code (LDC) Section 14.208 City Council, Subsection (e) which states that, *"Whenever such written protest is signed by the owners of twenty (20) percent or more of the area of the lots or land included in such zoning change, or of the lots or land immediately adjoining the same and within the above mentioned two hundred (200) feet radius, such change in zoning shall require a favorable vote of three-fourths (3/4) of all the members of the Council."*

27% of property within 200 feet of the site have submitted a letter in opposition to this request. Therefore, a favorable vote of three-fourths (3/4) of all the members of the Council would be required for approval of this request.

Options/Alternatives:

1. The Planning and Zoning Commission may recommend approval of the zoning change request, as presented.
2. The Planning and Zoning Commission may recommend approval of the zoning change request with changes and state those changes.
3. The Planning and Zoning Commission may recommend denial of the requests.

Recommendation:

Staff recommends approval of the zoning change request from AO to R.

Attachments

Location Map

Zoning Exhibit

Site Plan

Landscape Plan

Elevation Plan

Comprehensive Plan Excerpt

Letters in Support (2)

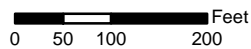
Letters in Opposition (5)

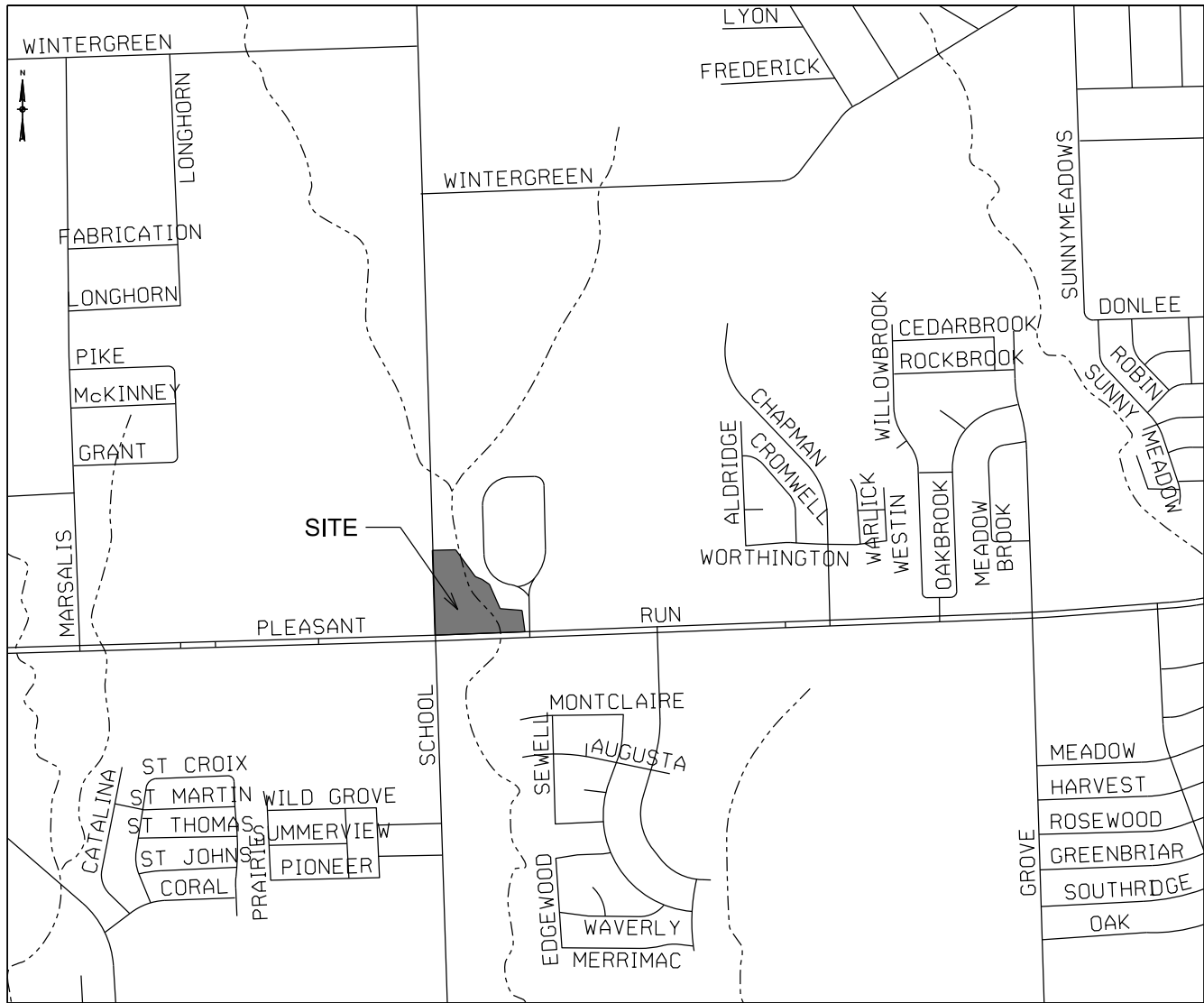
2281 W Pleasant Run Rd
Zoned: A-O (Agricultural Open)



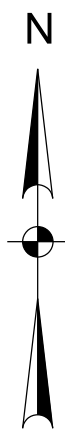
Legend

-  City Limits
-  Parcels





0 25 50 100
1" = 50'



COUNTY OF DALLAS
DRAINAGE EASEMENT
VOL. 95041, PG. 2272
D.R.D.C.T.

COUNTY OF DALLAS
DRAINAGE EASEMENT
VOL. 95041, PG. 2277
D.R.D.C.T.

COUNTY OF DALLAS
DRAINAGE EASEMENT
VOL. 95041, PG. 2248
D.R.D.C.T.

COUNTY OF DALLAS
RIGHT-OF-WAY DEED
INST. NO. 200600421678
O.P.R.D.C.T.

EXISTING ZONING: R

N. HOUSTON SCHOOL RD.
(A VARIABLE WIDTH RIGHT-OF-WAY)

COUNTY OF DALLAS
RIGHT-OF-WAY DEED
VOL. 95041, PG. 2243
D.R.D.C.T.

STORM MANHOLE
RIM: 574.73'
FL 18" RCP EAST: 560.60'
FL 18" RCP SOUTHWEST: 560.55'

EXISTING ZONING: A-O (AGRICULTURAL OPEN)
PROPOSED ZONING: R (RETAIL)

OWNER:
CHARLES W & CINDY L WALDROP, III
520 ANGUS RD.
WAXAHACIE, TEXAS 75167
ATTN: CHARLES W WALDROP, III
PHONE:
EMAIL:

SPRINGMONT DRIVE
(60' RIGHT-OF-WAY)

OWNER CERTIFICATE

STATE OF TEXAS
COUNTY OF DALLAS

WHEREAS Charles W. Waldrop, III and Cindy L. Waldrop are the owners of a 4.70 acre (204,675 square feet) tract of land situated in the William Fleming Survey, Abstract Number 466, City of Lancaster, Dallas County, Texas, and being all of that tract of land described as "Tract One" in deed to Charles W. Waldrop, III and Cindy L. Waldrop, as recorded in Volume 93024, Page 630 of the Deed Records of Dallas County, Texas (D.R.D.C.T.), and being part of Lot 51, Block B of Spring Valley Addition, an addition to the City of Lancaster as recorded in Volume 42, Page 209 of the Map records of Dallas County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at an "X"-cut found on a concrete rail at the southeast corner of said Tract One, and for the southwest corner of Lot 1 of said Block B, said corner being at the centerline of a creek with its intersection with the north right-of-way line of West Pleasant Run Road (a variable width right-of-way);

THENCE South 88 degrees 50 minutes 44 seconds West, along the common south line of said Tract One and said north right-of-way line, a distance of 563.13 feet to a 1/2-inch iron rod with a yellow plastic cap stamped "GEONAV" (hereinafter referred to as "with cap") set for the south end of a corner clip created by that deed to the County of Dallas for right-of-way purposes, as recorded in Instrument Number 200600421678 of the Official Public Records of Dallas County, Texas, said corner clip being the intersection of said north right-of-way line with the east right-of-way line of North Houston School Road (a variable width right-of-way);

THENCE North 46 degrees 10 minutes 57 seconds West, along said corner clip, a distance of 21.22 feet to a 1/2-inch iron rod with cap set for the north end of said corner clip;

THENCE North 00 degrees 50 minutes 16 seconds West, along the common west line of said Waldrop tract and said east right-of-way line, a distance of 533.20 feet to a 1/2-inch iron rod with cap set for the common northwest corner of said Waldrop tract;

THENCE North 89 degrees 09 minutes 45 seconds East, departing said common line and over and across said Lot 51, a distance of 149.50 feet to a point (not monumented) in the center of a creek for corner;

THENCE South 35 degrees 23 minutes 15 seconds East, along said creek centerline, a distance of 216.10 feet to a point (not monumented) for corner;

THENCE South 66 degrees 16 minutes 16 seconds East, continuing along said creek line, a distance of 48.71 feet to a point (not monumented) for corner;

THENCE South 54 degrees 16 minutes 16 seconds East, continuing along said creek line, a distance of 56.00 feet to a point (not monumented) for corner;

THENCE South 22 degrees 56 minutes 16 seconds East, a distance of 172.00 feet to a point (not monumented) for corner;

THENCE South 84 degrees 38 minutes 16 seconds East, continuing along said creek line, a distance of 142.40 feet to a point (not monumented) for corner;

THENCE South 06 degrees 38 minutes 16 seconds East, continuing along said creek line and along the west line of said Lot 1, Block B, a distance of 139.36 feet to the POINT OF BEGINNING AND CONTAINING 204,675 square feet or 4.70 acres of land, more or less.

ZONING CASE NO. Z20-05

ZONING EXHIBIT
OF
PROPOSED N. HOUSTON
SCHOOL ADDITION
LOTS 1-3, BLOCK A
BEING A
4.70 ACRES
INCLUDES 3 BUILDABLE LOTS
SITUATED IN THE
WILLIAM FLEMING SURVEY,
ABSTRACT NO. 466
CITY OF LANCASTER,
DALLAS COUNTY, TEXAS
PREPARED BY:

DATED: 06/01/2020 DRAWN BY: JCH

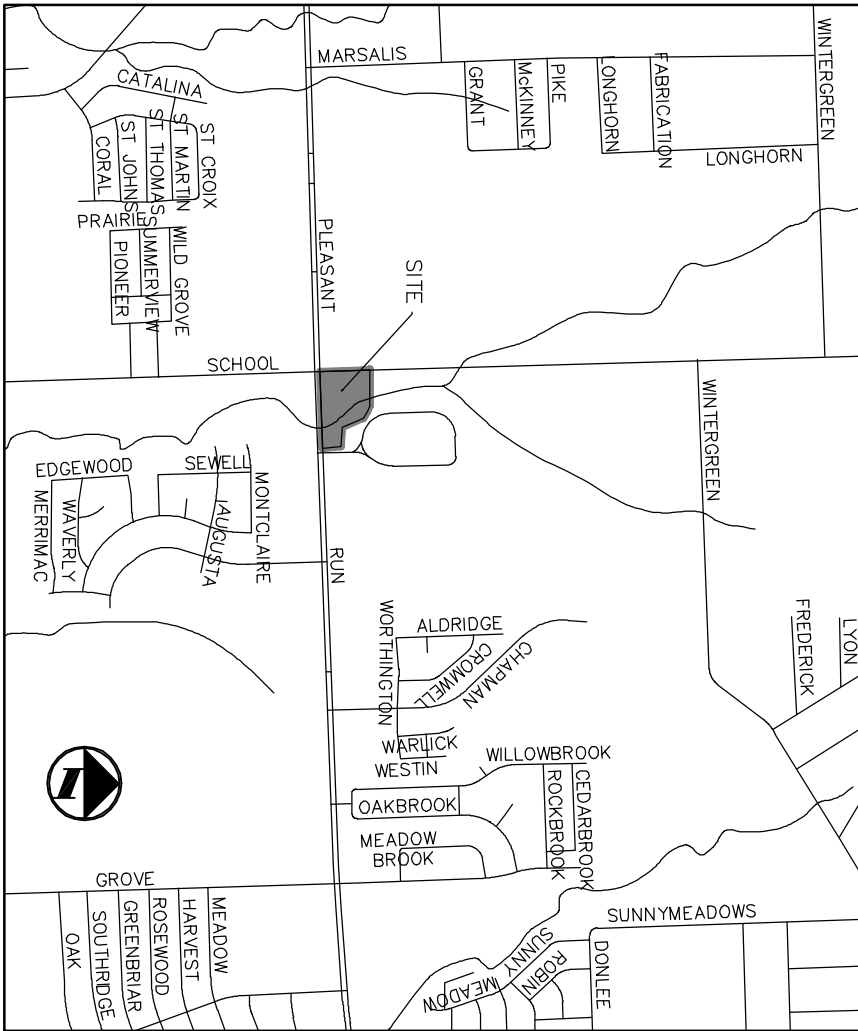
GEONAV

SURVEYING • MAPPING • SCANNING

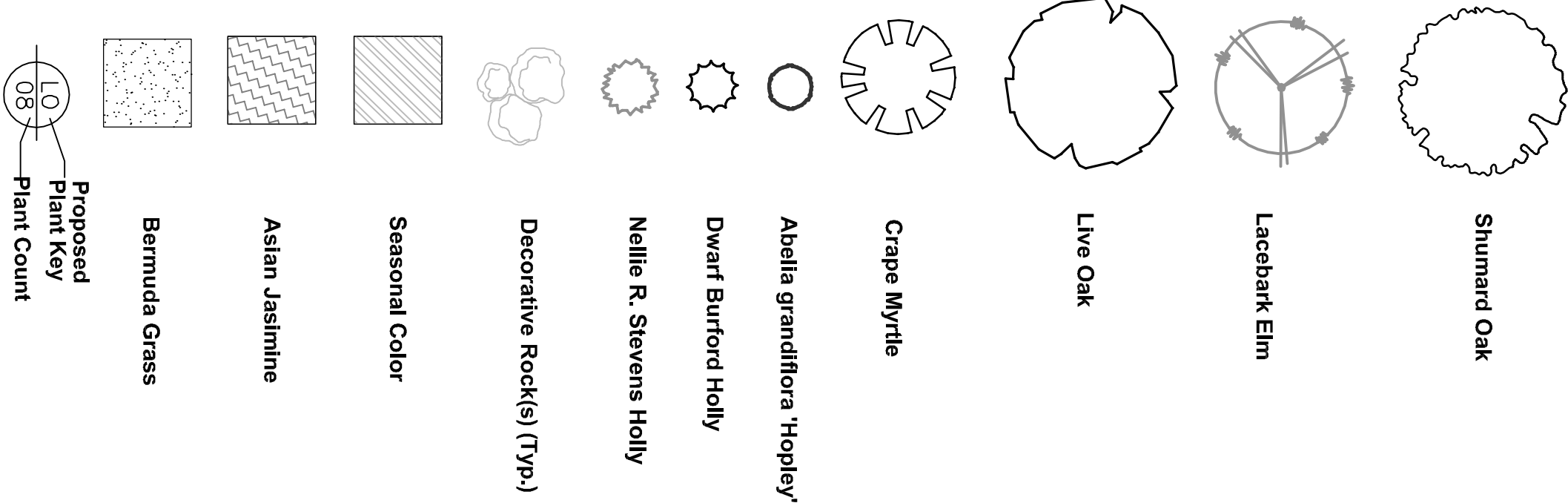
3410 MIDCOURT RD., STE 110; CARROLLTON, TEXAS 75006
SCALE: 1"=50' (972)243-2409 PROJECT #1784
TBPLS FIRM NO. 10194205

LOT 2 - PLANT LIST			
QTY	KEY	BOTANICAL NAME	COMMON NAME
6	SO	Quercus shumardii	Shumard Oak
2	LE	Ulmus parvifolia 'Torsenauer'	Lacebark Elm
6	LO	Quercus virginiana	Live Oak
SHRUBS			
122	DBH	Baccharis floribunda	Baccharis
46	NO	Illex x 'Nellie R. Stevens'	Nellie R. Stevens Holly
14	NO	Adiantum species	Adiantum
ORNAMENTAL GRASSES AND GROUND COVER			
661 S.F.	AJ	Trachypogon aristatus	Asian Jasmine
338 S.F.	SC	Varies	Seaspray Clover
MISC. LANDSCAPE TREES			
728 S.F.	•	Bursera	Bursera
122 C.F.	•	Stemodia	Stemodia
1531 L.F.	•	4' Street Lighting	4' Street Lighting
SPECIFICATIONS, SECTION 02400			
1. NO REQUIRED PARKING TREE MAY BE LOCATED MORE THAN 80' FROM THE TRUNK OF A LARGE CANOPY TREE.			
2. ALL PLANTER ISLANDS SHALL CONTAIN A MINIMUM OF ONE (1) TREE WITH REMAINING AREA IN SHRUBS, GROUND COVER, GRASSES, OR SEASON COLOR.			
3. TWO ORNAMENTAL TREES MAY BE SUBSTITUTED FOR ONE (1) REQUIRED LARGE TREE.			

VICINITY MAP
SCALE: N.T.S.



PLANT LIST



LOT 2 - LANDSCAPE TABULATIONS

LOT SIZE: 32,009 S.F.	51,506.00 S.F. (+/- 1.18 AC.)
BUFFER YARD (6 ft W/40)	5,723.58 S.F.
LANDSCAPE AREA	51,506.00 S.F. (+/- 1.18 AC.)
REQUIRED LANDSCAPE (15% LOT SIZE AREA)	51,506.00 S.F. x .15 = 7,725.90 S.F.
LANDSCAPE AREA REQUIRED	7,725.90 S.F.
LANDSCAPE AREA PROVIDED	9,417.93 S.F.
TREE RECM'T. FOR STREET YARD LESS THAN 10,000 S.F. = ONE (1) LARGE TREE PER 1,000 S.F., or FRACTION THEREOF. - 5,345.71 S.F. N. HOUSTON SCH. RD., = 5.345,71 / 1000=5.33 TREES REQ'D.	6.00 EA.
TREE RECM'T. FOR STREET YARD LESS THAN 10,000 S.F. = ONE (1) LARGE TREE PER 1,000 S.F., or FRACTION THEREOF. - 3,552.69 S.F. W. PLEASANT RUN RD., = 3.552,69 / 1000=3.53 TREES REQ'D.	6.00 EA.
LARGE TREES PROVIDED	6.00 EA.

LARGE TREE RECM'T. FOR FRONTAGE YARD AREA = ONE (1) TREE PER 50 FEET OF STREET FRONTAGE. 271.99 L.F. - N. HOUSTON SCHOOL RD. 199.40 L.F. - 4271.99/50=5.43 TREES REQ'D.	6.00 EA.
LARGE TREES PROVIDED	6.00 EA.
LARGE TREE RECM'T. FOR FRONTAGE YARD AREA = ONE (1) TREE PER 50 FEET OF STREET FRONTAGE. 271.99 L.F. - W. PLEASANT RUN ROAD RD. 199.40 L.F. - 4271.99/50=5.43 TREES REQ'D.	6.00 EA.
LARGE TREES PROVIDED	4.00 EA.
PARKING AREA REQUIREMENTS	
% OF PARKING BETWEEN BLDG FACADE	
25-75% = 20 S.F. PER PARKING STALL @ 16 EA. 320.00 S.F.	20 S.F. x 16 STALLS = 320 S.F. REQ'D.
CONVENIENCE STORE ± 16/16=100.00%	20 S.F. x 16 STALL=320 S.F. PROVIDED
16 SPACES PROVIDED	320 S.F. PROVIDED
STREET YARD SHRUB REQUIREMENTS	
1 (6 GAL.) SHRUB/50 S.F. OF REQUIRED LANDSCAPE AREA	
SHRUBS REQUIRED	7,725.90 SF/50 = 154.52 SHRUBS REQ'D
SHRUBS PROVIDED	181.00 EA.
REQ'D LANDSCAPE AREA GROUND COVER REQUIREMENTS	
= 7,725.90 S.F. x .10= 772.59 S.F. OF GROUND COVER	
GROUND COVER REQUIRED	772.59 S.F.
GROUND COVER PROVIDED	996.60 S.F.

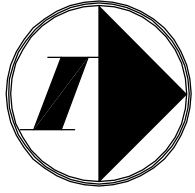
COMPUTATION NOTES:
1. NO REQUIRED PARKING TREE MAY BE LOCATED MORE THAN 80' FROM THE TRUNK OF A LARGE CANOPY TREE.
2. ALL PLANTER ISLANDS SHALL CONTAIN A MINIMUM OF ONE (1) TREE WITH REMAINING AREA IN SHRUBS, GROUND COVER, GRASSES, OR SEASON COLOR.
3. TWO ORNAMENTAL TREES MAY BE SUBSTITUTED FOR ONE (1) REQUIRED LARGE TREE.

**ISSUED FOR REVIEW AND BID
NOT FOR CONSTRUCTION**

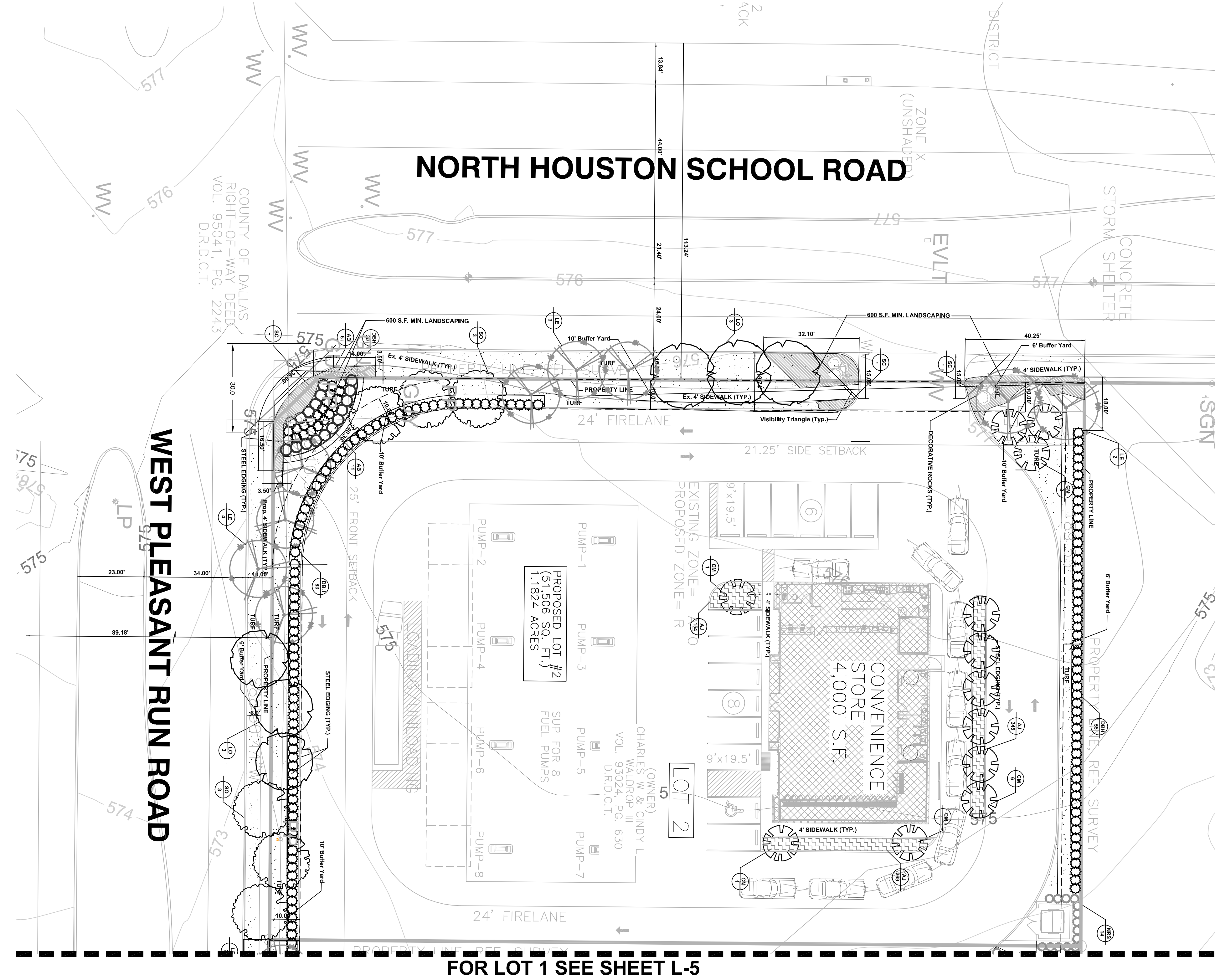
This document is released for the purpose of review and bidding only, under the authority of Mark H. Swetford, R.L.A., Texas No. 1240, date 06/04/2020.

ZONING CASE NO. Z20-05	
NO.	DATE
1	06/04/2020

LANDSCAPE PLAN - 4.70 ACRES	
NO.	DATE
1	06/04/2020
DESIGNER: LUBILA KANYINDA, CIVIL INC. 7420 Lake Front Trail, Arlington, Texas 76002. 817-332-7515. www.lubila.com	
OWNER: CHARLES W. & CINDY WILLIAMS, 520 Angus Rd., Waco, Texas 76702. 751-67102. williams@live.com	
ENGINEER OF RECORD: CIVIL INC. 7420 Lake Front Trail, Arlington, Texas 76002. 817-332-7515. www.lubila.com	
DESIGN	DRAWN
LTS	JUNE 2020
SCALE	As Shown
NOTES	2020-07
FILE	L-4
NO.	



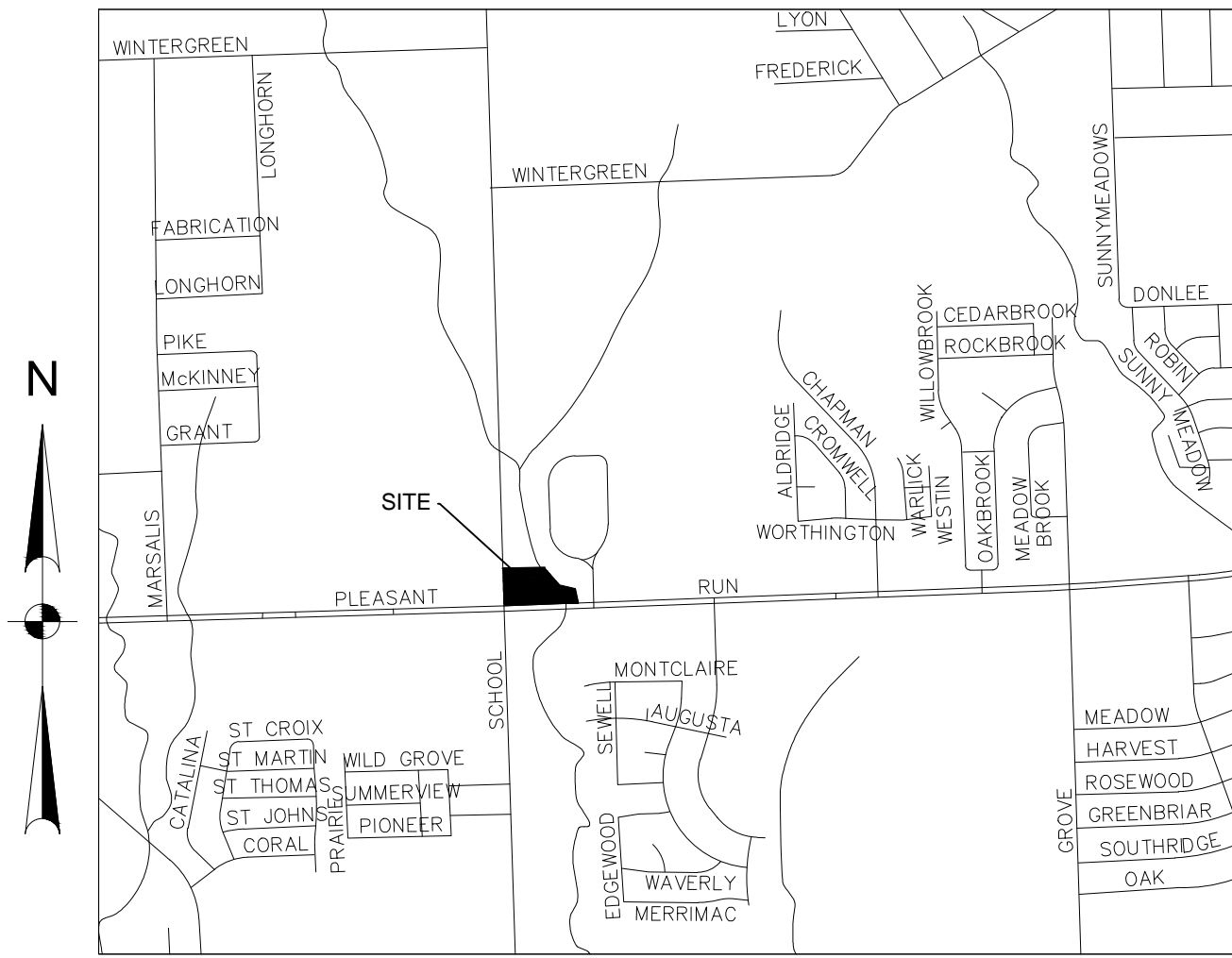
0' 10' 20' 40'
SCALE: 1" = 20'



FOR LOT 1 SEE SHEET L-5

LANDSCAPE PLAN

SCALE: 1"=20'



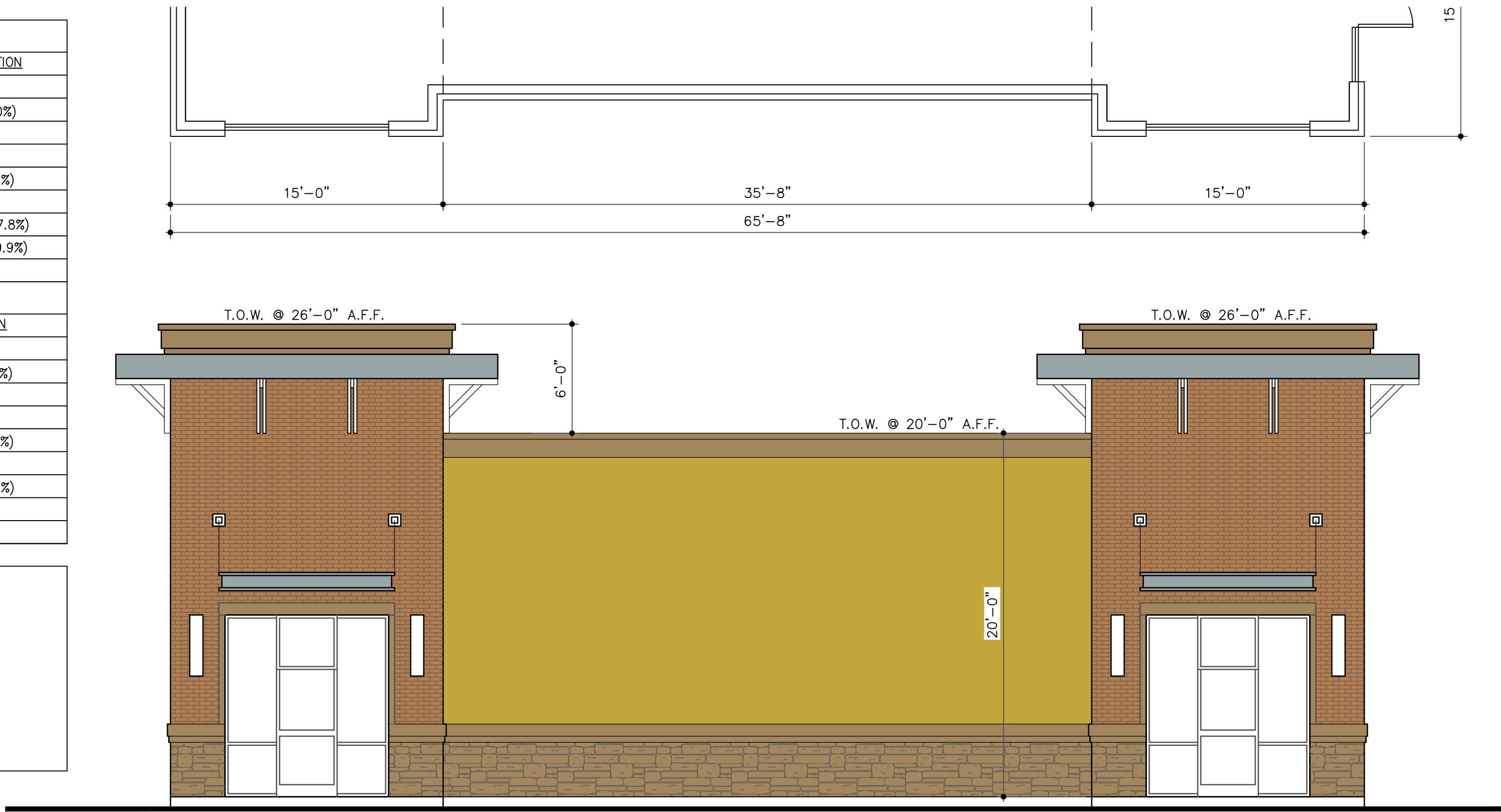
VICINITY MAP
(NOT TO SCALE)

EXTERIOR FINISH SCHEDULE		
	NORTH ELEVATION	SOUTH ELEVATION
	AREA	AREA
TOTAL FACADE	3,608 S.F. (100%)	3,608 S.F. (100%)
MATERIALS		
* STONE	450 S.F. (12.4%)	36 S.F. (1%)
* BRICK	566 S.F. (15.7%)	407 S.F. (11.3%)
* EIFS	N/A	N/A
* STUCCO FIN.	2,508 S.F. (69.5%)	2,085 S.F. (57.8%)
* DOORS & WINDOWS S.F.	84 S.F. (2.4%)	1,080 S.F. (29.9%)
* CMU WALL (PAINTED)	N/A	N/A

EXTERIOR FINISH SCHEDULE		
	WEST ELEVATION	EAST ELEVATION
	AREA	AREA
TOTAL FACADE	1,497 S.F. (100%)	1,497 S.F. (100%)
MATERIALS		
* STONE	143 S.F. (9.5%)	179 S.F. (12%)
* BRICK	566 S.F. (37.8%)	283 S.F. (18.9%)
* EIFS	N/A	N/A
* STUCCO FIN.	698 S.F. (46.7%)	945 S.F. (63.1%)
* DOORS & WINDOWS S.F.	90 S.F. (6.0%)	90 S.F. (6.0%)
* CMU WALL (PAINTED)	N/A	N/A

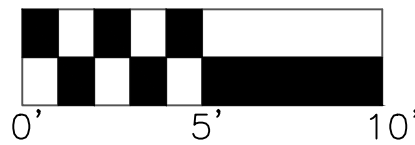
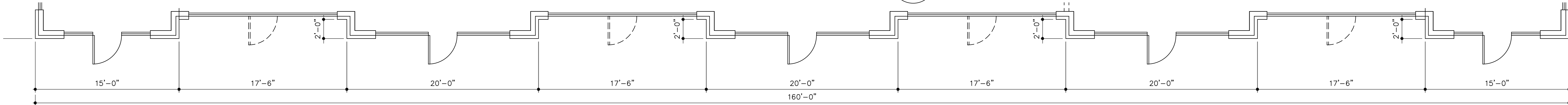
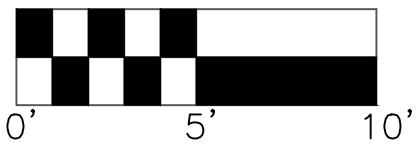
STUCCO NOTE:

- *ALL STUCCO INSTALLATIONS TO COMPLY WITH ASTM C1063
- *MAXIMUM WALL PANEL AREA =144 sq. ft.
- *MAXIMUM DISTANCE BETWEEN JOINTS = 18 ft.
- *MINIMUM LENGTH TO WIDTH RATIO = 2.5 TO 1
- *NO INCREASE ALLOWED UNLESS APPROVED BY ARCHITECT.
- *ALL STUCCO FINISH SHALL BE 3-STEP PROCESS.



02 WEST ELEVATIONS/ RETAILS

SCALE 3/16"= 1'-0"



01 SOUTH ELEVATIONS/ RETAILS

SCALE 3/16"= 1'-0"

ARTICULATION REQUIREMENTS

HORIZONTAL ARTICULATION

- WALL'S HEIGHT= 40'
- MAX. LENGTH OF WALL= 160'
- OFFSET OF MIN. 5% OF WALL'S HEIGHT= 2'
- MIN. 10% LENGTH OF NEW PLANE= 16'

VERTICAL ARTICULATION

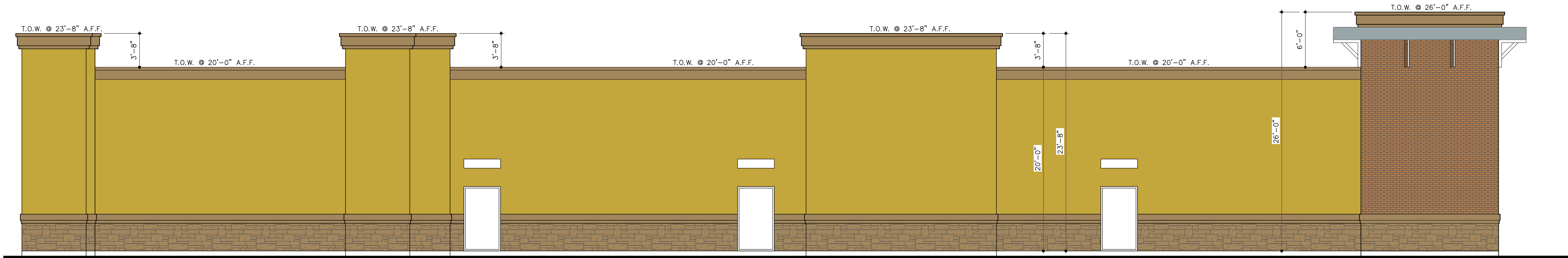
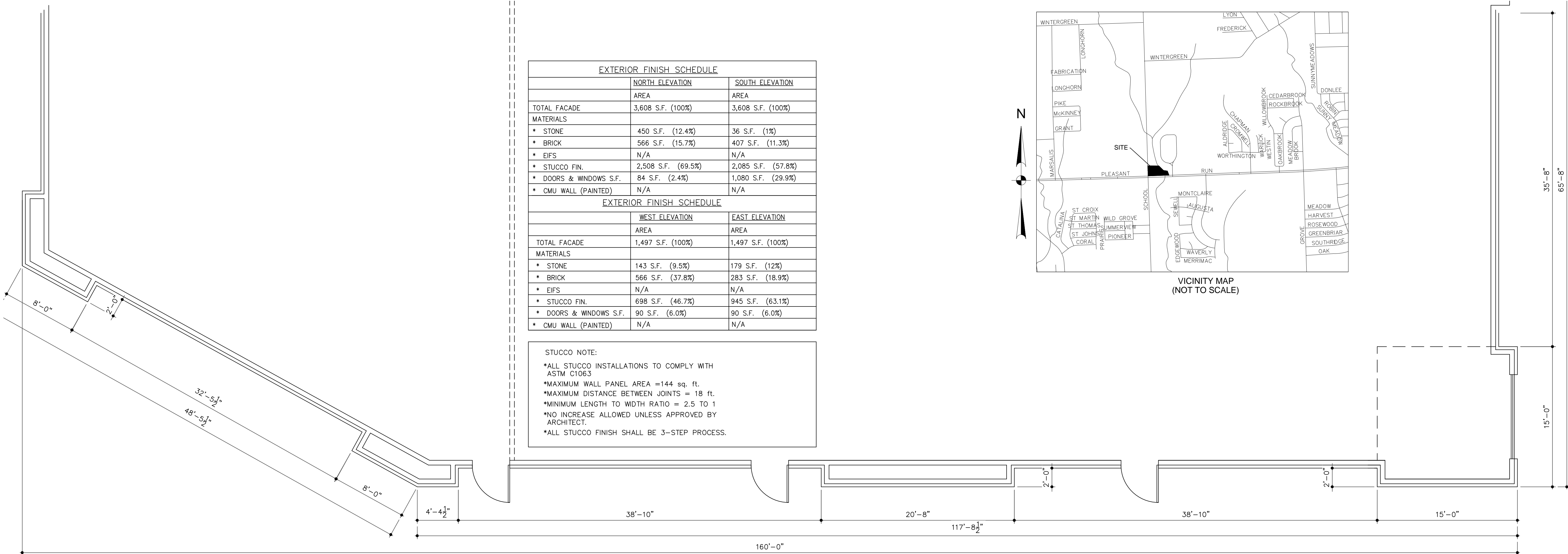
- WALL'S HEIGHT= 40'
- MAX. LENGTH OF WALL= 160'
- MIN. 10% OF HEIGHT CHANGE= 4'

NOTES:

1. ROOF MATERIAL TO BE TPO (WHITE)
2. INTERNAL ROOF DRAINAGE
3. ALL ELEVATIONS ARE TO TOP OF WALL U.N.O.

ZONING CASE NO. Z20-05

NO.			ELEVATIONS PLAN — 4.70 ACRES						
DATE			2281 W. PLEASANT RUN LLC						
REVISION			4,000 S.F. CONVENIENCE STORE & 9,010 S.F. RETAIL SPACE						
CIV Inc.			N. HOUSTON SCHOOL ADDITION LOTS 1 - 3, BLOCK A						
DESIGNER			CITY OF LANCASTER, DALLAS COUNTY, TEXAS						
LUBULA KANYINDA			OWNER						
7420 Lake Front Trail			CHARLES W. & CINDY L WALDROP II						
Arlington, Texas 76002			CIV Inc.						
682-551-6960			Steve Williams						
dixon.kanyinda@live.com			281-870-8727						
			Waxahachie, TX						
			ext 102						
			swilliams@cive.com						
DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.			
			1"=50'						



ARTICULATION REQUIREMENTS

HORIZONTAL ARTICULATION

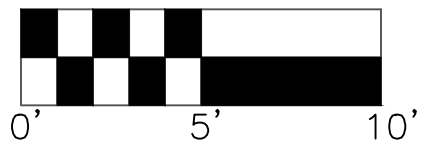
WALL'S HEIGHT= 40'
MAX. LENGTH OF WALL= 160'
OFFSET OF MIN. 5% OF WALL'S HEIGHT= 2'
MIN. 10% LENGTH OF NEW PLANE= 16'

VERTICAL ARTICULATION

WALL'S HEIGHT= 40'
MAX. LENGTH OF WALL= 160'
MIN. 10% OF HEIGHT CHANGE= 4'

NOTES:

1. ROOF MATERIAL TO BE TPO (WHITE)
2. INTERNAL ROOF DRAINAGE
3. ALL ELEVATIONS ARE TO TOP OF WALL U.N.O.



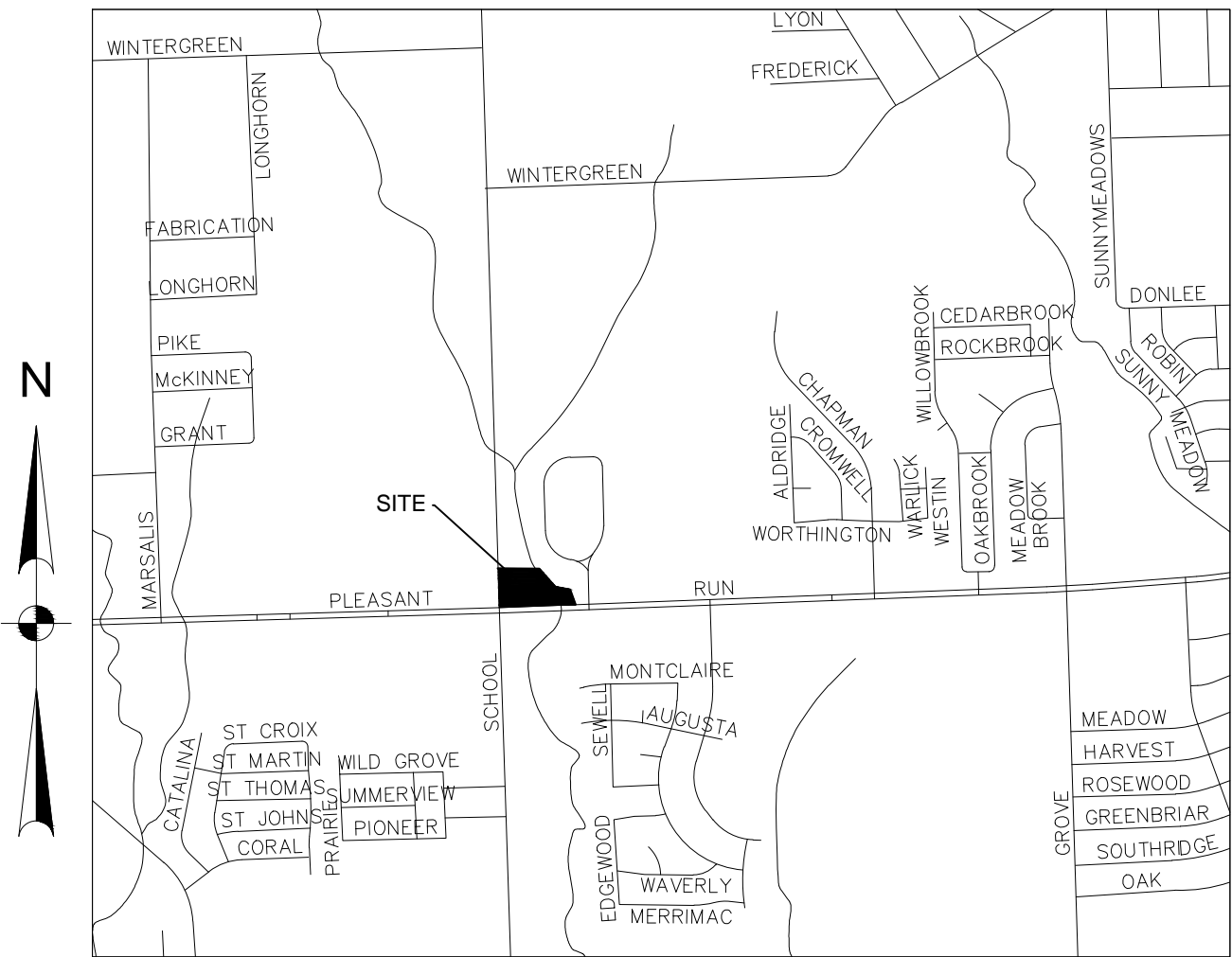
01

NORTH ELEVATIONS/ RETAILS

SCALE 3/16"= 1'-0"

ZONING CASE NO. Z20-05

NO.			DATE			REVISION			ELEVATIONS PLAN - 4.70 ACRES						
CIV Inc.									2281 W. PLEASANT RUN LLC						
									4,000 S.F. CONVENIENCE STORE & 9,010 S.F. RETAIL SPACE						
									N. HOUSTON SCHOOL ADDITION LOTS 1 - 3, BLOCK A						
									CITY OF LANCASTER, DALLAS COUNTY, TEXAS						
DESIGNER			OWNER			ENGINEER OF RECORD			DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
LUBULA KANYINDA 7420 Lake Front Trail Arlington, Texas 76002 682-551-6960 dixon.kanyinda@live.com			CHARLES W. & CINDY L WALDROP II 520 Angus Rd Waxahachie, TX			CIV Inc. Steve Williams 281-870-8727 ext 102 swilliams@cive.com						1"=50'			

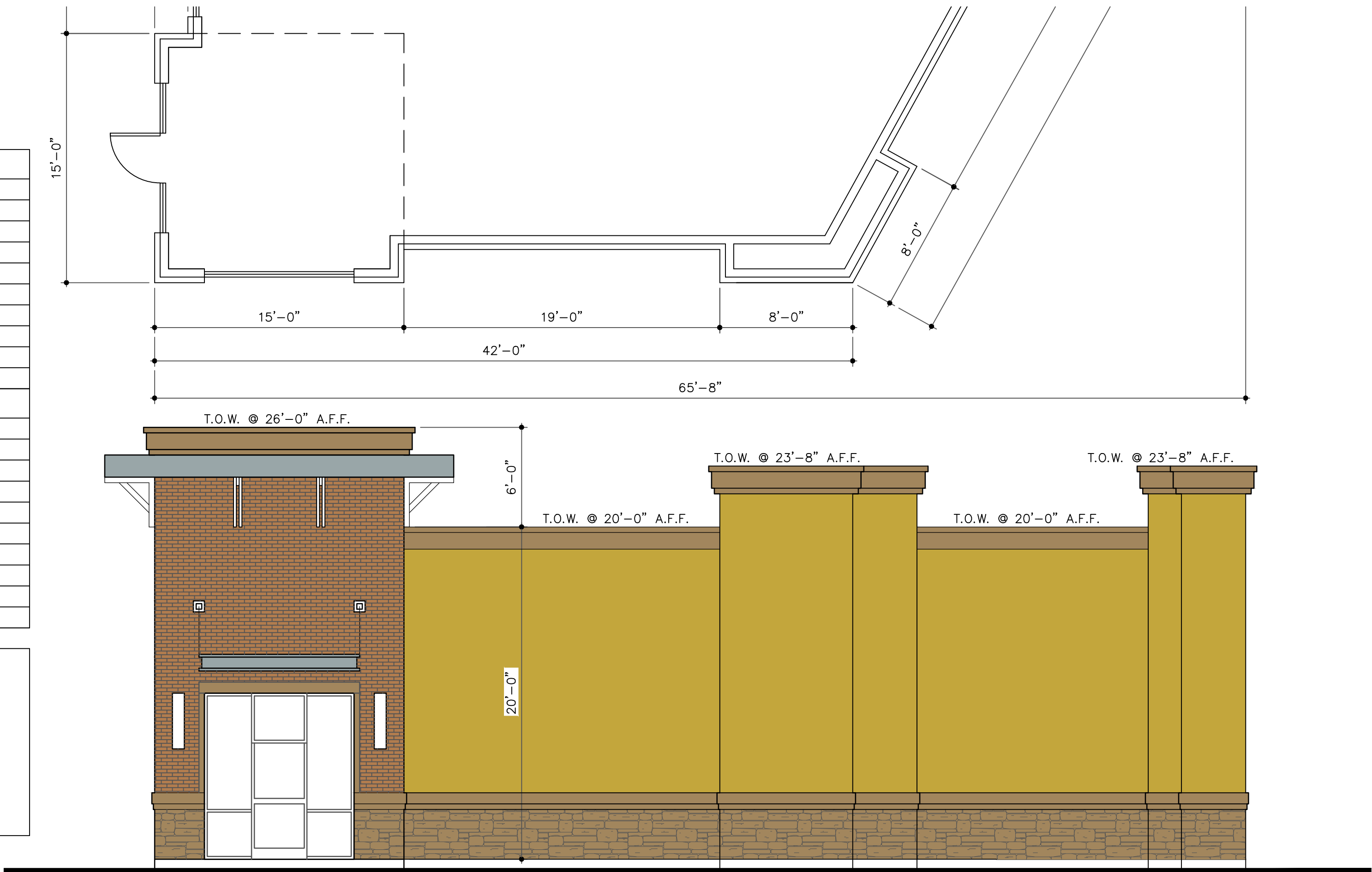


VICINITY MAP
(NOT TO SCALE)

EXTERIOR FINISH SCHEDULE		
	NORTH ELEVATION	SOUTH ELEVATION
	AREA	AREA
TOTAL FACADE	3,608 S.F. (100%)	3,608 S.F. (100%)
MATERIALS		
* STONE	450 S.F. (12.4%)	36 S.F. (1%)
* BRICK	566 S.F. (15.7%)	407 S.F. (11.3%)
* EIFS	N/A	N/A
* STUCCO FIN.	2,508 S.F. (69.5%)	2,085 S.F. (57.8%)
* DOORS & WINDOWS S.F.	84 S.F. (2.4%)	1,080 S.F. (29.9%)
* CMU WALL (PAINTED)	N/A	N/A

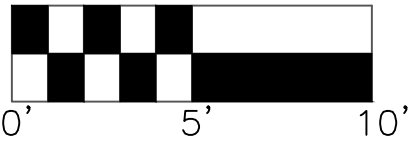
EXTERIOR FINISH SCHEDULE		
	WEST ELEVATION	EAST ELEVATION
	AREA	AREA
TOTAL FACADE	1,497 S.F. (100%)	1,497 S.F. (100%)
MATERIALS		
* STONE	143 S.F. (9.5%)	179 S.F. (12%)
* BRICK	566 S.F. (37.8%)	283 S.F. (18.9%)
* EIFS	N/A	N/A
* STUCCO FIN.	698 S.F. (46.7%)	945 S.F. (63.1%)
* DOORS & WINDOWS S.F.	90 S.F. (6.0%)	90 S.F. (6.0%)
* CMU WALL (PAINTED)	N/A	N/A

STUCCO NOTE:
*ALL STUCCO INSTALLATIONS TO COMPLY WITH ASTM C1063
*MAXIMUM WALL PANEL AREA =144 sq. ft.
*MAXIMUM DISTANCE BETWEEN JOINTS = 18 ft.
*MINIMUM LENGTH TO WIDTH RATIO = 2.5 TO 1
*NO INCREASE ALLOWED UNLESS APPROVED BY ARCHITECT.
*ALL STUCCO FINISH SHALL BE 3-STEP PROCESS.



01 EAST ELEVATIONS/ RETAILS

SCALE 3/16"= 1'-0"



ARTICULATION REQUIREMENTS

HORIZONTAL ARTICULATION

WALL'S HEIGHT= 40'
MAX. LENGTH OF WALL= 160'
OFFSET OF MIN. 5% OF WALL'S HEIGHT= 2'
MIN. 10% LENGTH OF NEW PLANE= 16'

VERTICAL ARTICULATION

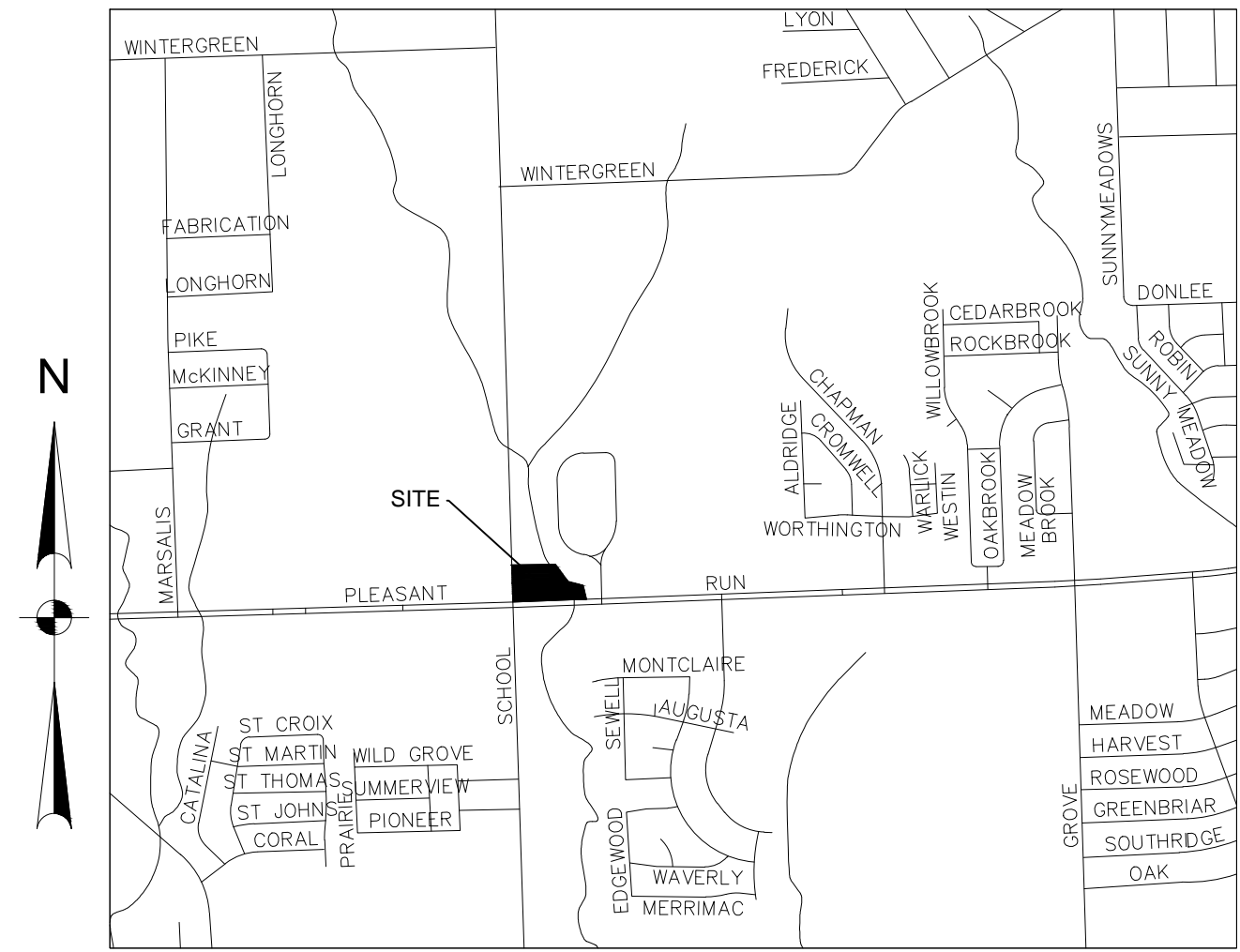
WALL'S HEIGHT= 40'
MAX. LENGTH OF WALL= 160'
MIN. 10% OF HEIGHT CHANGE= 4'

NOTES:

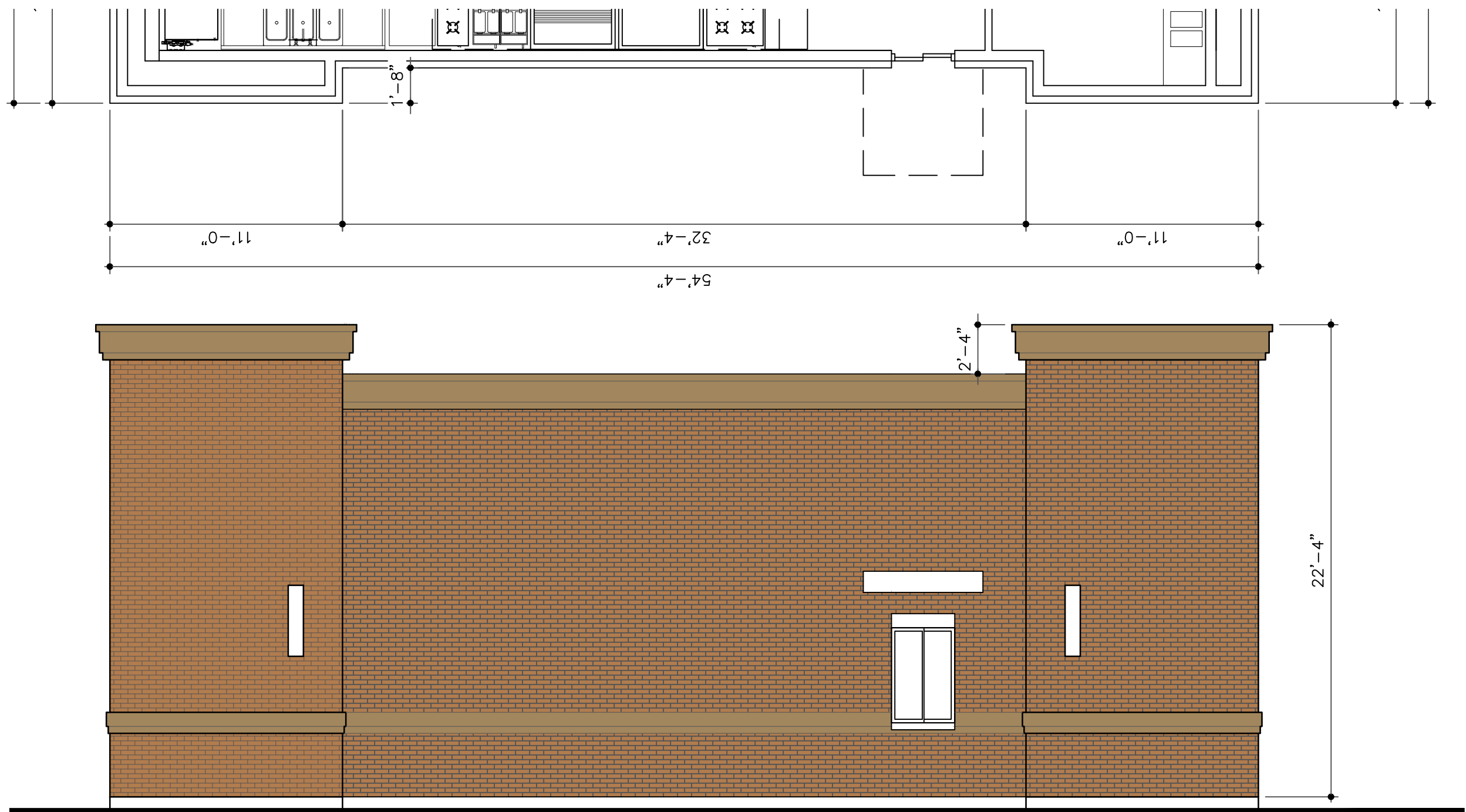
1. ROOF MATERIAL TO BE TPO (WHITE)
2. INTERNAL ROOF DRAINAGE
3. ALL ELEVATIONS ARE TO TOP OF WALL U.N.O.

ZONING CASE NO. Z20-05

			ELEVATIONS PLAN – 4.70 ACRES									
NO.	DATE	REVISION	2281 W. PLEASANT RUN LLC									
CIV Inc.			4,000 S.F. CONVENIENCE STORE & 9,010 S.F. RETAIL SPACE									
			N. HOUSTON SCHOOL ADDITION LOTS 1 – 3, BLOCK A									
			CITY OF LANCASTER, DALLAS COUNTY, TEXAS									
DESIGNER			OWNER			ENGINEER OF RECORD						
LUBULA KANYINDA			CHARLES W. & CINDY L WALDROP II			CIV Inc.						
7420 Lake Front Trail			520 Angus Rd			Steve Williams						
Arlington, Texas 76002			Waxahachie, TX			281–870–8727						
682–551–6960						ext 102						
dixon.kanyinda@live.com						swilliams@cive.com						



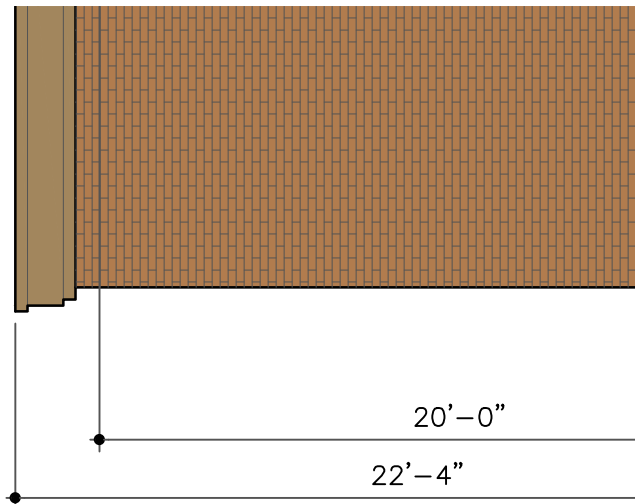
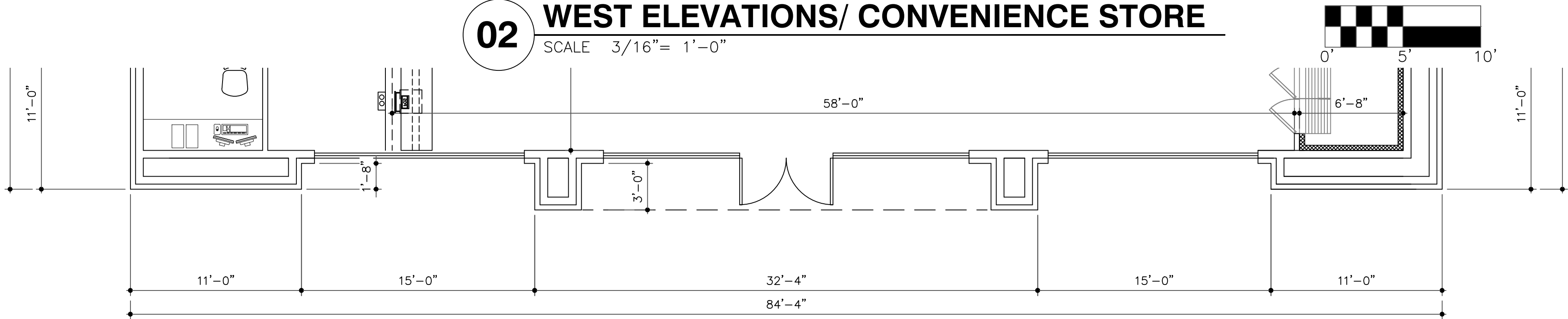
VICINITY MAP
(NOT TO SCALE)



02

WEST ELEVATIONS/ CONVENIENCE STORE

SCALE 3/16"= 1'-0"



EXTERIOR FINISH SCHEDULE		
	NORTH ELEVATION	SOUTH ELEVATION
	AREA	AREA
TOTAL FACADE	1,819 S.F. (100%)	1,819 S.F. (100%)
MATERIALS		
* STONE	N/A	N/A
* BRICK	428 S.F. (23.5%)	428 S.F. (23.5%)
* EIFS	N/A	N/A
* STUCCO FIN.	225 S.F. (12.4%)	886 S.F. (48.7%)
* DOORS & WINDOWS S.F.	28 S.F. (1.5 %)	505 S.F. (27.8%)
* CMU WALL (PAINTED)	1,138 S.F. (62.6%)	N/A
EXTERIOR FINISH SCHEDULE		
	WEST ELEVATION	EAST ELEVATION
	AREA	AREA
TOTAL FACADE	1,142 S.F. (100%)	1,142 S.F. (100%)
MATERIALS		
* STONE	N/A	N/A
* BRICK	969 S.F. (84.85%)	969 S.F. (84.86%)
* EIFS	N/A	N/A
* STUCCO FIN.	173 S.F. (15.14%)	173 S.F. (15.14%)
* DOORS & WINDOWS S.F.	15 S.F. (0.01%)	N/A

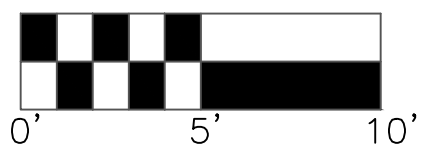
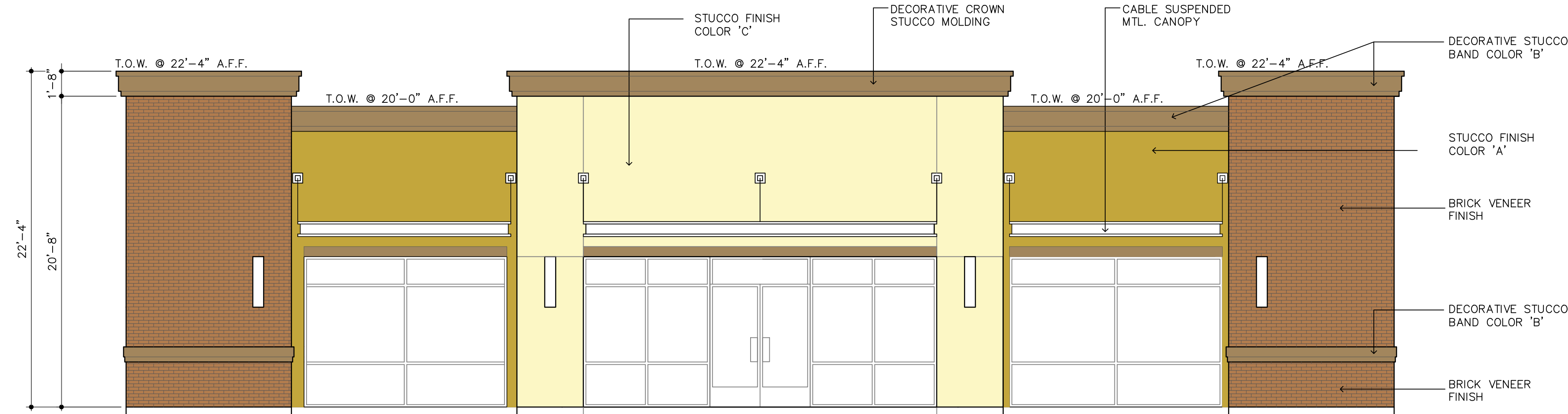
STUCCO NOTE:

- *ALL STUCCO INSTALLATIONS TO COMPLY WITH ASTM C1063
- *MAXIMUM WALL PANEL AREA =144 sq. ft.
- *MAXIMUM DISTANCE BETWEEN JOINTS = 18 ft.
- *MINIMUM LENGTH TO WIDTH RATIO = 2.5 TO 1
- *NO INCREASE ALLOWED UNLESS APPROVED BY ARCHITECT.
- *ALL STUCCO FINISH SHALL BE 3-STEP PROCESS.

01

SOUTH ELEVATIONS/ CONVENIENCE STORE

SCALE 3/16"= 1'-0"



ARTICULATION REQUIREMENTS

HORIZONTAL ARTICULATION

WALL'S HEIGHT= 40'
MAX. LENGTH OF WALL= 160'
OFFSET OF MIN. 5% OF WALL'S HEIGHT= 2'
MIN. 10% LENGTH OF NEW PLANE= 16'

VERTICAL ARTICULATION

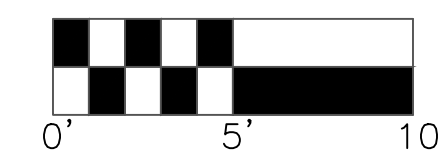
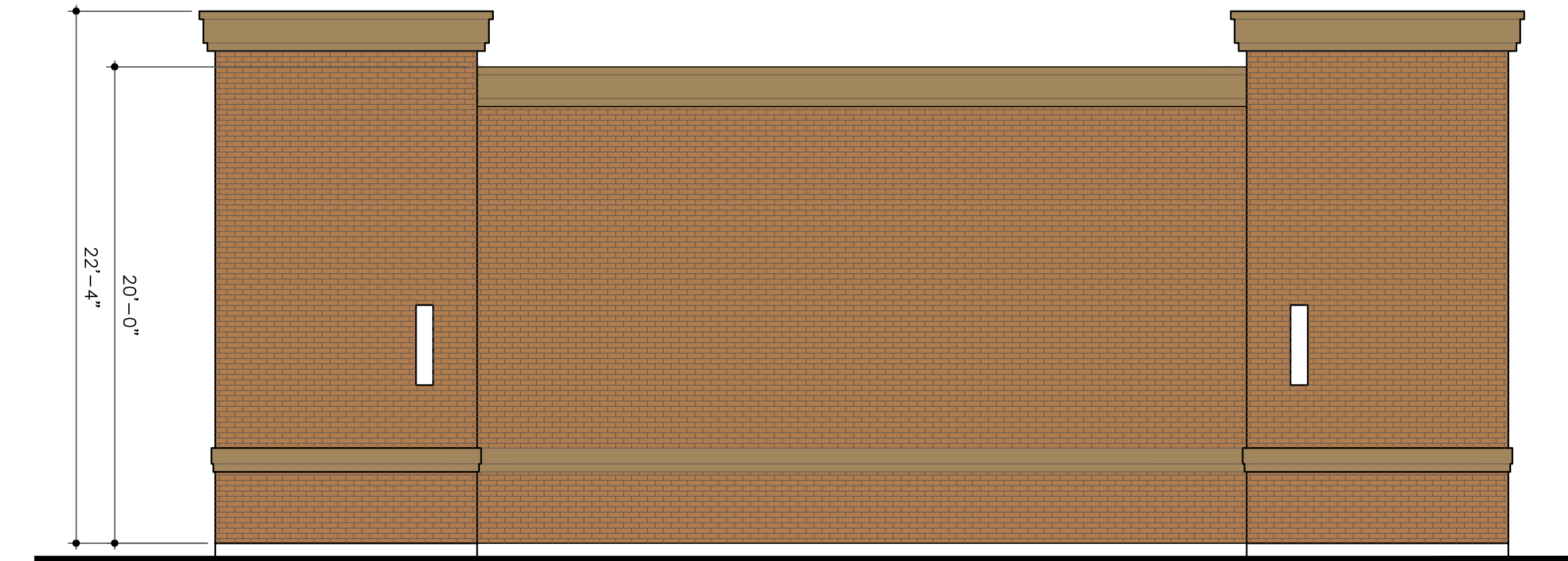
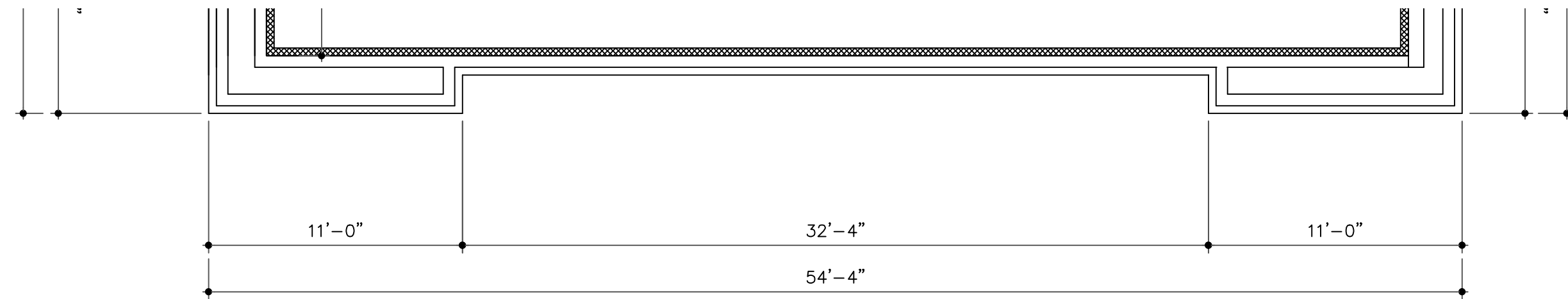
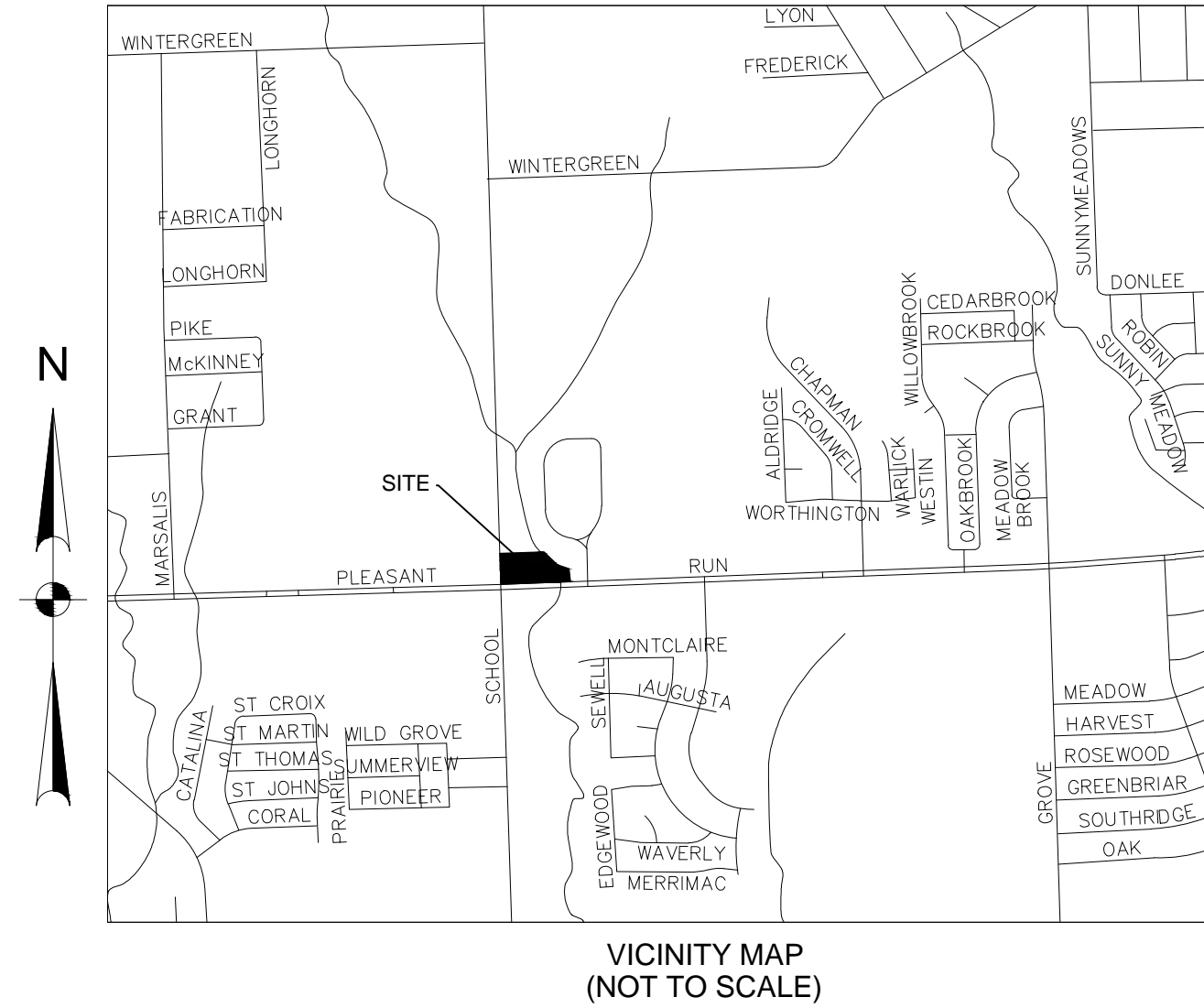
WALL'S HEIGHT= 40'
MAX. LENGTH OF WALL= 160'
MIN. 10% OF HEIGHT CHANGE= 4'

NOTES:

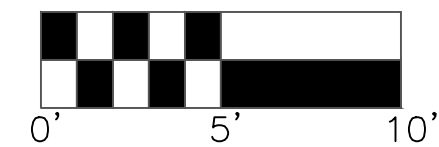
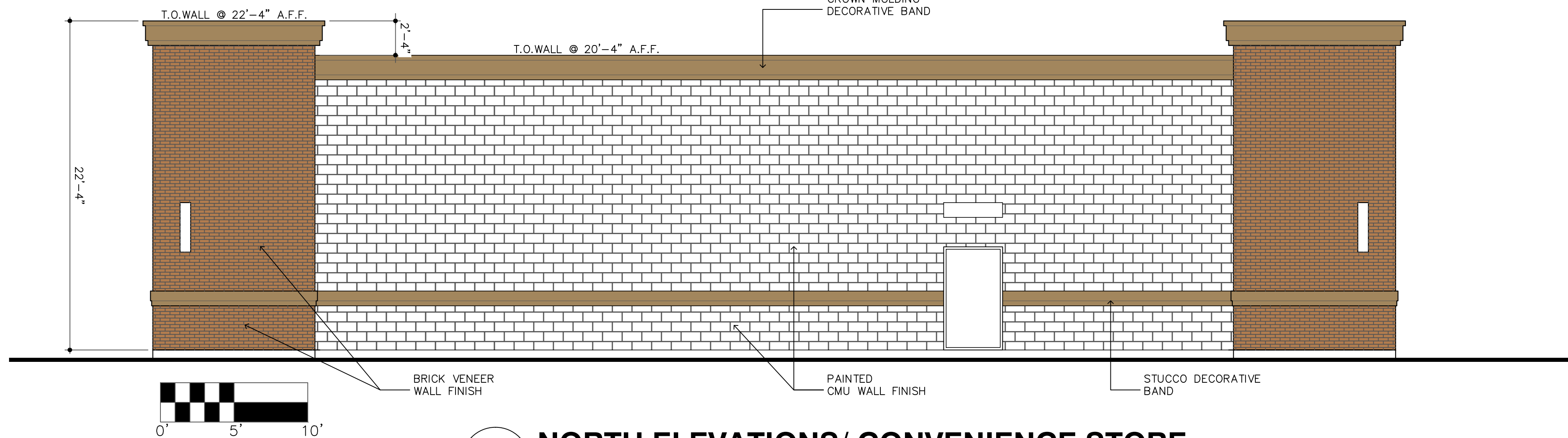
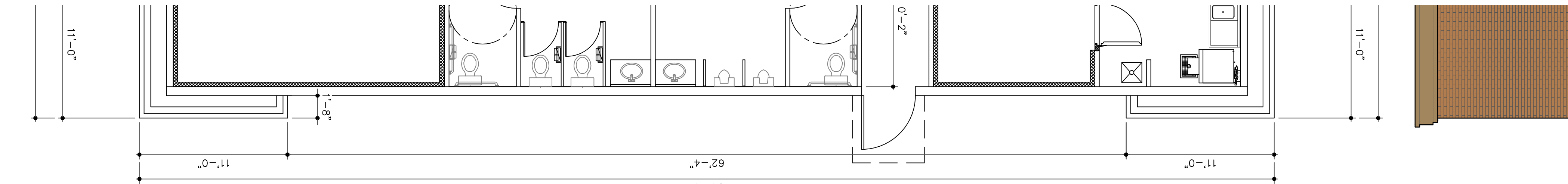
1. ROOF MATERIAL TO BE TPO (WHITE)
2. INTERNAL ROOF DRAINAGE
3. ALL ELEVATIONS ARE TO TOP OF WALL U.N.O.

ZONING CASE NO. Z20-05

ELEVATIONS PLAN – 4.70 ACRES		
NO.	DATE	REVISION
CIV Inc.		
DESIGNER LUBULA KANYINDA 7420 Lake Front Trail Arlington, Texas 76002 682-551-6960 dixon.kanyinda@live.com		
OWNER CHARLES W. & CINDY L. WALDROP II 520 Angus Rd Waxahachie, TX		
ENGINEER OF RECORD CIV Inc. Steve Williams 281-870-8727 ext. 102 swilliams@cive.com		
DESIGN	DRAWN	DATE
SCALE	NOTES	FILE
1"=50'		
		NO.



02 EAST ELEVATIONS/ CONVENIENCE STORE
SCALE 3/16"= 1'-0"



01 NORTH ELEVATIONS/ CONVENIENCE STORE
SCALE 3/16"= 1'-0"

EXTERIOR FINISH SCHEDULE		
	NORTH ELEVATION	SOUTH ELEVATION
	AREA	AREA
TOTAL FACADE	1,819 S.F. (100%)	1,819 S.F. (100%)
MATERIALS		
* STONE	N/A	N/A
* BRICK	428 S.F. (23.5%)	428 S.F. (23.5%)
* EIFS	N/A	N/A
* STUCCO FIN.	225 S.F. (12.4%)	886 S.F. (48.7%)
* DOORS & WINDOWS S.F.	28 S.F. (1.5 %)	505 S.F. (27.8%)
* CMU WALL (PAINTED)	1,138 S.F. (62.6%)	N/A
EXTERIOR FINISH SCHEDULE		
	WEST ELEVATION	EAST ELEVATION
	AREA	AREA
TOTAL FACADE	1,142 S.F. (100%)	1,142 S.F. (100%)
MATERIALS		
* STONE	N/A	N/A
* BRICK	969 S.F. (84.85%)	969 S.F. (84.86%)
* EIFS	N/A	N/A
* STUCCO FIN.	173 S.F. (15.14%)	173 S.F. (15.14%)
* DOORS & WINDOWS S.F.	15 S.F. (0.01%)	N/A

STUCCO NOTE:
*ALL STUCCO INSTALLATIONS TO COMPLY WITH ASTM C1063
*MAXIMUM WALL PANEL AREA =144 sq. ft.
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*MINIMUM LENGTH TO WIDTH RATIO = 2.5 TO 1
*NO INCREASE ALLOWED UNLESS APPROVED BY ARCHITECT.
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ARTICULATION REQUIREMENTS
HORIZONTAL ARTICULATION
WALL'S HEIGHT= 40'
MAX. LENGTH OF WALL= 160'
OFFSET OF MIN. 5% OF WALL'S HEIGHT= 2'
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VERTICAL ARTICULATION
WALL'S HEIGHT= 40'
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ZONING CASE NO. Z20-05				ELEVATIONS PLAN - 4.70 ACRES					
NO.	DATE	REVISION		2281 W. PLEASANT RUN LLC					
CIV Inc.				4,000 S.F. CONVENIENCE STORE & 9,010 S.F. RETAIL SPACE					
DESIGNER				N. HOUSTON SCHOOL ADDITION LOTS 1 - 3, BLOCK A					
OWNER				CITY OF LANCASTER, DALLAS COUNTY, TEXAS					
ENGINEER OF RECORD				DESIGN	DRAWN	DATE	SCALE	NOTES	FILE
LUBULA KANYINDA 7420 Lake Front Trail Arlington, Texas 76002 682-551-6960 dixon.kanyinda@live.com							1"=50'		
OWNER CHARLES W. & CINDY L. WALDROP II 520 Angus Rd Waxahachie, TX									
ENGINEER OF RECORD CIV Inc. Steve Williams 281-870-8727 ext 102 swilliams@cive.com									

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





CITY OF LANCASTER

SHINING STAR OF TEXAS

Planning Department

Date: 4/21/2020

NOTICE OF PUBLIC HEARING

TO: Property Owner

RE: **Case No. Z20-05:** Conduct a public hearing and consider a zoning change from Agricultural Open (AO) to Retail (R) and a Specific Use Permit (SUP) for eight (8) fuel pumps for the property located on the north-east corner of North Houston School Road and West Pleasant Run Road. The property is addressed as 2281 West Pleasant Run Road and is described as being a 2.496 acre tract of land situated in the William Fleming Survey, Abstract Number 466, City of Lancaster, Dallas County Texas.

LOCATION: The property is located on the north-east corner of North Houston School Road and West Pleasant Run Road and is addressed as 2281 West Pleasant Run Road.

EXPLANATION OF REQUEST: The applicant is requesting to change the zoning of the property from AO to R for the development of a convenience store, retail, and restaurant. In the R district, an SUP is required in order to have more than two (2) fuel pumps. The applicant is requesting an SUP for eight (8) fuel pumps.

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

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

Highest & best use for this property with a natural green barrier to properties behind it.

SIGNATURE: *Cindy Waldrop*

ADDRESS: *1532 Houston school / 1520 Houston school*

The Planning and Zoning Commission will hold a public hearing and take action on the above case at their meeting on **Tuesday, May 5, 2020 at 7:00 pm**. The City Council will hold a public hearing and take action on the above case at their meeting on **Monday, June 22, 2020 at 7:00 pm**.

The meeting will be broadcast live via video at the following address: [<http://www.lancaster-tx.com>; agenda and minutes; watch meetings; specialty]. Public comments will be taken during the Public Testimony and Public Hearing items, respectively, and may be made by filling out a citizen comment form prior to 5:00 p.m., and calling the following telephone number: [(877) 309-2073 access code 949-725-613].

Your written comments are being solicited in the above case. Please legibly respond in ink. If the signature and/or address are missing, your comments will not be recorded. Your response must be received in the Planning Division by 5 p.m. on **Thursday, April 30, 2020** for your comments to be recorded for the Planning and Zoning Commission's meeting. Responses received after that time will be forwarded to the Commission at the public hearing. Additional information is available in the Department of Planning at 211 N. Henry Street. The public is also invited to express opinions in writing to the Planning and Zoning Commission and City Council, P.O. Box 940, Lancaster, Texas 75146.

If you have any questions concerning this request,
please contact the Planning Division
Phone 972-218-1312
FAX 972-218-3616

RETURN BY FAX OR MAIL
City of Lancaster
Planning Division
211 N Henry St
Lancaster, TX 75146-0940

18 Notices were mailed on 4/21/2020



CITY OF LANCASTER

SHINING STAR OF TEXAS

Planning Department

Date: 4/21/2020

NOTICE OF PUBLIC HEARING

TO: Property Owner

RE: **Case No. Z20-05:** Conduct a public hearing and consider a zoning change from Agricultural Open (AO) to Retail (R) and a Specific Use Permit (SUP) for eight (8) fuel pumps for the property located on the north-east corner of North Houston School Road and West Pleasant Run Road. The property is addressed as 2281 West Pleasant Run Road and is described as being a 2.496 acre tract of land situated in the William Fleming Survey, Abstract Number 466, City of Lancaster, Dallas County Texas.

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

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

SIGNATURE: Brenda Dandy

ADDRESS: 1105 Eastwick Drive Rowanhe Tx 76262

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

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



FAX

To: CITY OF LANCASTER

Company:

Fax: 9722183616

Phone:

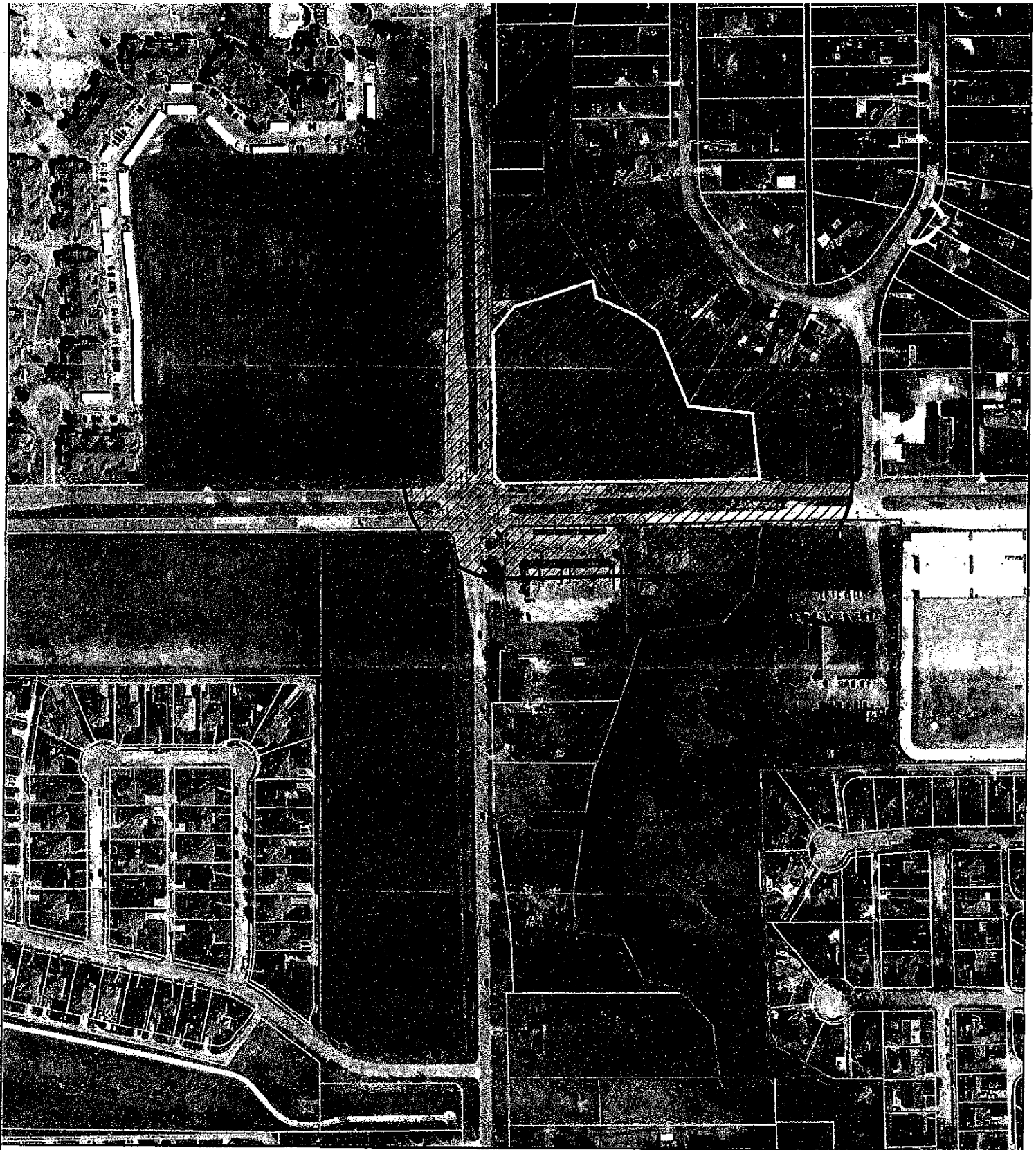
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




Fax:

Phone: + 1-972-919-9905

E-mail: ingyu.back@bankofhope.com

NOTES:



-  Parcels
-  Subject Area
-  Notification Parcels
-  200' Notification Area
-  City Limits



City of Lancaster
2281 W Pleasant Run Rd
200' Notification Area

0 135 270 540 Feet



CITY OF LANCASTER

SHINING STAR OF TEXAS

Planning Department

Date: 4/21/2020

NOTICE OF PUBLIC HEARING

TO: Property Owner

RE: **Case No. Z20-05:** Conduct a public hearing and consider a zoning change from Agricultural Open (AO) to Retail (R) and a Specific Use Permit (SUP) for eight (8) fuel pumps for the property located on the north-east corner of North Houston School Road and West Pleasant Run Road. The property is addressed as 2281 West Pleasant Run Road and is described as being a 2.496 acre tract of land situated in the William Fleming Survey, Abstract Number 466, City of Lancaster, Dallas County Texas.

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

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

1. Traffic congestion 2. Impact of current Retail Business.
* see Attachment.

SIGNATURE: _____

ADDRESS: 2286 W pleasant run Rd, Lancaster, TX 75146

The Planning and Zoning Commission will hold a public hearing and take action on the above case at their meeting on **Tuesday, May 5, 2020 at 7:00 pm**. The City Council will hold a public hearing and take action on the above case at their meeting on **Monday, June 22, 2020 at 7:00 pm**.

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

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



HJ SYSTEMS LLC
2286 W Pleasant Run Rd
Lancaster, TX 75146
4-27-2020

We have been owned the strip mall the above address for little over 4 years and are writing this letter to express my strong opposition to allowing Gas Station and Strip Mall in case NO Z20-05 area for the following reasons:

Traffic Congestion

Case NO Z20-05 is located in the center part of Lancaster where it serves as the main intersection connecting W Pleasant Run Rd (highway 35E) and Houston School Rd (120).

This area is currently experiencing a traffic congestion due to the newly established International Leadership Elementary School, and with new Gas Station and Strip Mall will further worsen the current traffic congestion in this area and potentially become a safety concern for the schoolchildren in the morning and afternoon.

Impact of Current Retail Businesses

Within 1.5 mile radius of NO Z20-05, there are already more than 8 Gas Stations and 5 Convenient Stores competing vigorously to attain their customers on a daily basis. The number of suppliers for the customers' needs have exceeded a long time ago and many existing businesses are struggling to survive in this harsh environment, and any additional competitors in this area will even further worsened the continuity of the current and any new businesses as well.

Thank you so much for your help

Sincerely,

Steven Yoo and Kim Yoo
267-403-0042



CITY OF LANCASTER

SHINING STAR OF TEXAS

Planning Department

Date: 4/21/2020

NOTICE OF PUBLIC HEARING

TO: Property Owner

RE: **Case No. Z20-05:** Conduct a public hearing and consider a zoning change from Agricultural Open (AO) to Retail (R) and a Specific Use Permit (SUP) for eight (8) fuel pumps for the property located on the north-east corner of North Houston School Road and West Pleasant Run Road. The property is addressed as 2281 West Pleasant Run Road and is described as being a 2.496 acre tract of land situated in the William Fleming Survey, Abstract Number 466, City of Lancaster, Dallas County Texas.

LOCATION: The property is located on the north-east corner of North Houston School Road and West Pleasant Run Road and is addressed as 2281 West Pleasant Run Road.

EXPLANATION OF REQUEST: The applicant is requesting to change the zoning of the property from AO to R for the development of a convenience store, retail, and restaurant. In the R district, an SUP is required in order to have more than two (2) fuel pumps. The applicant is requesting an SUP for eight (8) fuel pumps.

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

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

This intersection is ALREADY Grossly Dangerous. The traffic from the International Leadership of Texas makes it almost impossible to get out of our neighborhood since we only have one entrance/exit.

SIGNATURE: *Jetta Deane Shipes Sanchez*

ADDRESS: *1535 W. Springcrest Circle*

The Planning and Zoning Commission will hold a public hearing and take action on the above case at their meeting on **Tuesday, May 5, 2020 at 7:00 pm**. The City Council will hold a public hearing and take action on the above case at their meeting on **Monday, June 22, 2020 at 7:00 pm**.

The meeting will be broadcast live via video at the following address: [<http://www.lancaster-tx.com>; agenda and minutes; watch meetings; specialty]. Public comments will be taken during the Public Testimony and Public Hearing items, respectively, and may be made by filling out a citizen comment form prior to 5:00 p.m., and calling the following telephone number: [(877) 309-2073 access code 949-725-613].

Your written comments are being solicited in the above case. Please legibly respond in ink. If the signature and/or address are missing, your comments will not be recorded. Your response must be received in the Planning Division by 5 p.m. on **Thursday, April 30, 2020** for your comments to be recorded for the Planning and Zoning Commission's meeting. Responses received after that time will be forwarded to the Commission at the public hearing. Additional information is available in the Department of Planning at 211 N. Henry Street. The public is also invited to express opinions in writing to the Planning and Zoning Commission and City Council, P.O. Box 940, Lancaster, Texas 75146.

If you have any questions concerning this request, please contact the Planning Division
Phone 972-218-1312
FAX 972-218-3616

18 Notices were mailed on 4/21/2020

RETURN BY FAX OR MAIL

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

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





CITY OF LANCASTER

SHINING STAR OF TEXAS

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Date: 4/21/2020

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

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

Safety concerns. Pumps will be close to my property.

SIGNATURE: *Angel M. Lopez*

ADDRESS: *1521 W. Springcrest Cir. Lancaster TX 75131*

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

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

The "city of trees" is becoming a concrete jungle -

SIGNATURE:

Mary L Rich

ADDRESS:

1509 Springers Cir

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

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

Traffic is already backed up. Creek behind shouldn't get polluted. Visibility to hawthorn street

SIGNATURE: *Carol Johnson*

ADDRESS: *1535 W Springerest cir*

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MINUTES

PLANNING & ZONING COMMISSION REGULAR MEETING OF JULY 7, 2020

The Planning and Zoning Commission of the City of Lancaster, Texas, met in a Regular Session in the Council Chambers of City Hall on July 7, 2020 at 7:00 p.m. with a quorum present to-wit:

Commissioners Present:

Isabel Aguilar, Chair
Temika Whitfield, Vice Chair
Lawrence Prothro

Commissioners Absent:

Ernest Casey
Angela Murphy, Alternate

City Staff:

Fabrice Kabona, Assistant City Manager
Vicki Coleman, Director of Development Services
Bester Munyaradzi, Senior Planner
Emma Chetuya, Planner
Alexandra Schrader, Planning Technician

Call to order:

Acting Chair Aguilar called the meeting to order at 7:00 p.m. on July 7, 2020.

Public Testimony:

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

There were no speakers.

CONSENT AGENDA:

Chair Aguilar read the consent agenda.

- 1. Consider approval of minutes from the Planning and Zoning Commission Special Meeting held on June 9, 2020.**

MOTION: Commissioner Prothro made a motion, seconded by Vice Chair Whitfield to approve consent item 1. The vote was cast 3 for, 0 against. [Casey and Murphy absent]

PUBLIC HEARING:

- 2. Z20-05A Conduct a public hearing and consider a zoning change from Agricultural Open (AO) to Retail (R) for the property located on the northeast corner of North Houston School Road and West Pleasant Run Road. The property is addressed as 2281 West Pleasant Run Road and is described as being a 4.7 acre tract of land**

situated in the William Fleming Survey, Abstract Number 466, City of Lancaster, Dallas County, Texas.

Planner Chetuya reported that this is a request to rezone the subject property from Agricultural Open to Retail for a convenience store with eight fuel dispensers on Lot 2, a 6,510 square foot retail space and a 2,500 square foot on Lot 1. Lot 3 will remain vacant. The proposed development will service existing surrounding developments as at least 20% of the sales area will be dedicated to a full deli kitchen, fresh produce and dairy products in the convenience store. The proposed development will be screened from the immediate residential subdivision to the northeast by a 6 foot landscape buffer and a 6 foot brick wall. Based upon an analysis of the five considerations that must be taken into consideration when reviewing a zoning change application, the proposed zoning change request to Retail is consistent with the Future Land Use Plan of the Comprehensive Plan, and will positively impact adjacent properties by providing daily services to neighboring properties. There will be sufficient landscaping and screening between this proposed development and the residential subdivision to the northeast. Staff recommends support of the zoning change request as presented.

Commissioner Prothro asked staff if the zoning change aligned with the Comprehensive Plan's future land use designation and Planner Chetuya confirmed.

Chair Aguilar asked if the development will be in compliance with City requirements. Planner Chetuya stated that the development would meet or exceed all requirements according to the site plan package accompanying the SUP application.

Vice Chair Whitfield asked if the development would be surrounded by residential uses. Planner Chetuya confirmed that there is residential development northeast of the site. Vice Chair Whitfield commented on the opposition received in reference to the proximity to residential subdivisions.

Chair Aguilar opened the public hearing.

Dixon Kanyinda, 7420 Lake Front Trail, Arlington, Texas, the applicant stated that he was available to answer questions.

MOTION: Commissioner Prothro made a motion, seconded by Vice Chair Whitfield to close the public hearing. The vote was cast 3 for, 0 against. [Casey and Murphy absent]

MOTION: Commissioner Prothro made a motion to approve item 2. The motion failed due to lack of second.

Vice Chair Whitfield expressed concern on behalf of the surrounding residential community. Commissioner Prothro stated that the Comprehensive Plan was updated to guide the City toward growth and the City should accept growth and new business.

Chair Aguilar asked if there is a creek between the proposed rezoned area and the adjacent residential neighborhood. Senior Planner Munyaradzi confirmed and stated that the applicant intended to add a screening wall between the retail and residential areas.

MOTION: Commissioner Prothro made a motion, seconded by Chair Aguilar to approve item 2. The vote was cast 2 for, 1 against. [Casey and Murphy absent]

3. **Z20-05B Conduct a public hearing and consider a Specific Use Permit (SUP) for eight (8) fuel pumps for the property located on the northeast corner of North Houston School Road and West Pleasant Run Road. The property is addressed as 2281 West Pleasant Run Road and is described as being a 4.7 acre tract of land situated in the William Fleming Survey, Abstract Number 466, City of Lancaster, Dallas County, Texas.**

Planner Chetuya reported that this is a companion item to Z20-05A. This is an SUP request for a convenience store with eight fuel dispensers on proposed lot 2. The Lancaster Development Code requires an SUP in the Retail zoning district for more than two fuel dispensers. The current zoning only allows for single-family detached homes, farming, and ranching related activities. The proposed development will service existing surrounding developments as at least 20% of the sales will be dedicated to a full deli kitchen, fresh produce and dairy products. The proposed development will be screened from the immediate residential subdivision to the northeast by means of a 6 foot landscape buffer and a 6 foot brick wall. Based upon analysis of the five considerations that must be taken into consideration when reviewing a zoning request, the SUP request for 8 fuel pumps will positively impact adjacent properties by providing daily services. There will be sufficient landscaping and screening between the proposed development and residential subdivision. Staff recommends support of the SUP request as presented.

Chair Aguilar opened the public hearing

Kim Yoo, 2286 W Pleasant Run Road, stated her opposition to the SUP request for a gas station due to traffic congestion and the amount of gas stations and convenience stores already within the area.

MOTION: Vice Chair Whitfield made a motion, seconded by Commissioner Prothro to close the public hearing. The vote was cast 3 for, 0 against. [Casey and Murphy absent]

Chair Aguilar asked if the applicant would need a Specific Use Permit for two gas pumps. Planner Chetuya stated that the SUP is needed for more than 2 gas pumps and the applicant is requesting for 8 gas pumps. Chair Aguilar expressed concern about the possibility of increased traffic due to the use.

MOTION: Commissioner Prothro made a motion, seconded by Vice Chair Whitfield to deny item 2 as presented. The vote was cast 3 for, 0 against. [Casey and Murphy absent]

4. **M20-05 Conduct a public hearing and consider a request to repeal Ordinance No. 10-92 requiring a Specific Use Permit (SUP) for a machine shop to clean up the zoning on the property addressed as 2530 Hulette Avenue, being described as Lot 8, Block D, Brownlee Park #2 Addition, City of Lancaster, Dallas County, Texas.**

Planner Chetuya reported that this is a request to rescind the SUP for a machine shop that was approved in 1992 to permit the use on the property which is .596 acres in size. The purpose of repealing this Ordinance is to clean up the zoning of the property as the building will no longer be used as a machine shop and the current Land Use Table prohibits the use of machine shops in Commercial Highway zoning. The applicant intends to use and renovate the existing 5,000 square foot building to a dance studio that offers lessons in ballet, tap, jazz, hip hop and other traditional dance classes to the citizens of Lancaster and neighboring communities. A dance studio is permitted by right in the Commercial Highway zoning district. Staff recommends that the SUP for a machine shop be rescinded as the existing building will no longer be used for a machine shop and the SUP is no longer needed for the property.

Chair Aguilar opened the public hearing.

Applicant, Paula Bearden, 815 E Center Street, Duncanville, Texas, stated that she was available to answer questions. She stated that the dance studio would also offer classical dance classes, be family oriented, and will not be a special event center.

MOTION: Vice Chair Whitfield made a motion, seconded by Commissioner Prothro to close the public hearing. The vote was cast 3 for, 0 against. [Casey and Murphy absent]

MOTION: Commissioner Prothro made a motion, seconded by Vice Chair Whitfield to approve item 4 as presented. The vote was cast 3 for, 0 against. [Casey and Murphy absent]

MOTION: Vice Chair Whitfield made a motion, seconded by Commissioner Prothro to adjourn. The vote was cast 3 for, 0 against. [Casey absent]

The meeting was adjourned at 7:38 p.m.

ATTEST:

Bester Munyaradzi, Senior Planner

APPROVED:

Isabel Aguilar, Chair

LANCASTER CITY COUNCIL

A City Council Regular Meeting

11.

Meeting Date: 07/27/2020

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

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

Submitted by: Bester Munyaradzi, Senior Planner

Agenda Caption:

Z20-05B Conduct a public hearing and consider a Specific Use Permit (SUP) for eight (8) fuel pumps for the property located on the northeast corner of North Houston School Road and West Pleasant Run Road. The property is addressed as 2281 West Pleasant Run Road and 1520 North Houston School Road and described as being a 4.7 acre tract of land situated in the William Fleming Survey, Abstract Number 466, City of Lancaster, Dallas County Texas.

Background:

1. **Location and Size:** The property is located on the northeast corner of North Houston School Road and West Pleasant Run Road and is addressed as 2281 West Pleasant Run Road and 1520 North Houston School Road. The property is approximately 4.7 acres in size.
2. **Current Zoning:** The subject property is currently zoned Agricultural Open.
3. **Adjacent Properties:**
North: Agricultural Open (AO) - Vacant land
South: Retail (R) - Plaza Center and Agricultural Open (AO) - Single family home
East: Neighborhood Services (NS) - Vacant land
West: Medical Overlay District - Vacant land
4. **Comprehensive Plan Compatibility:** The Future Land Use Plan of the Comprehensive Plan identifies this site as suitable for Commercial Corridor uses. The request is consistent with the Future Land Use Plan of the Comprehensive Plan.
5. **Case History/Background:**

Date	Body	Action
07/07/2020	P&Z	Recommended denial of the SUP request

Operational Considerations:

This is a companion item to Z20-05A; it is an SUP request for a convenience store with eight (8) fuel dispensers on proposed Lot 2 as shown on the attached Site Plan. The Lancaster Development Code (LDC) requires an SUP in the Retail zoning district for more than two (2) fuel dispensers. The current zoning only allows for single-family detached homes, farming, and ranching-related activities and accessory uses.

Pursuant to Section 14.1101 of the Lancaster Development Code (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 City's Future Land Use Plan of the Comprehensive Plan identifies this site as suitable for commercial development. The Commercial Corridor focuses on single and multi-tenant commercial development 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 cars from nearby neighborhoods. The subject property is a corner lot and fronts two (2) (Type B 100 feet wide) Major Arterials, and is readily accessible for cars. Gas stations are all uses that will provide everyday goods and services to residents in the immediate vicinity to the north, south, east and west of the subject site.

Potential Impact on Adjacent Development: The subject property is currently undeveloped. The properties to the north and west are undeveloped; the property to the south is a shopping strip; and the properties to the east are a mixture of vacant lots and a residential subdivision. The proposed development will service existing surrounding developments as at least 20% of the sales area will be dedicated to a full deli kitchen, fresh produce, and dairy products. The proposed development will be screened from the immediate residential subdivision to the northeast by means of a six (6) feet landscape buffer and a six (6) feet brick wall.

Availability of utilities and access: The subject property is served by City of Lancaster sewer and water. The applicant will be responsible for connecting to those utilities.

Site conditions such as vegetation, topography, flood plain: The site is currently undeveloped. Upon construction of this site, factors such as vegetation, topography and flood plain issues will be addressed as part of the civil review before construction.

Timing of Development as it relates to Lancaster's Capital Improvement Plan: According to the Master Thoroughfare Plan, Pleasant Run Road is proposed to be a 100 feet Major Arterial Type B right-of-way (ROW). Pleasant Run Road is currently approximately 90 feet and the applicant will be dedicating 10 feet of rights-of-way.

Based upon an analysis of the five (5) considerations that must be taken into consideration when reviewing a change in zoning application, the SUP request for eight (8) fuel pumps will positively impact adjacent properties by providing daily services to neighboring properties. There will also be sufficient landscaping and screening between this proposed development and the residential subdivision to the northeast.

Legal Considerations:

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

Public Information Considerations:

On June 21, 2020, a notice for this public hearing appeared in the Focus Daily Newspaper. Staff also mailed 20 notifications of this public hearing to property owners within 200 feet of the subject site and zoning signs were placed on the property. There were three (3) letters received in support and eight (8) letters received in opposition of this request. The eight letters received in opposition is 40% of the 20 notifications that were mailed out; the 40% triggers the requirement for three-fourth (3/4) favorable vote of all the members of the Council according to Lancaster Development Code (LDC) Section 14.208 City Council, Subsection (e) which states that, "Whenever such written protest is signed by the owners of twenty (20) percent or more of the area of the lots or land included in such zoning change, or of the lots or land immediately adjoining the same and within the above mentioned two hundred (200) feet radius, such change in zoning shall require a favorable vote of three-fourths (3/4) of all the members of the

Council." 40% of property within 200 feet of the site have submitted a letter in opposition to this request. Therefore, a favorable vote of three-fourths (3/4) of all the members of the Council would be required for approval of this request.

Options/Alternatives:

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

Recommendation:

On July 7 2020, the Planning and Zoning Commission recommended denial of the SUP request as presented. A super majority is required for approval of this request. Twenty percent of the immediate adjoining owners opposed the change and the Planning and Zoning Commission recommended denial.

Attachments

Ordinance

Location Map

Exhibit "A" Site Plan

Exhibit "B" Landscape Plan

Exhibit "C" Elevations

Exhibit "D" Tree Survey

Exhibit "E" Photometric Plan

Comprehensive Plan Excerpt

Letters in Support (3)

Letters in Opposition (8)

July 7, 2020 P&Z Agenda

July 7, 2020 P&Z Draft Minutes

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, GRANTING A SPECIFIC USE PERMIT (SUP) ON APPROXIMATELY 4.7 ACRES FOR EIGHT (8) FUEL PUMPS LOCATED ON THE NORTHEAST CORNER OF NORTH HOUSTON SCHOOL ROAD AND WEST PLEASANT RUN ROAD ADDRESSED AS 2281 WEST PLEASANT RUN ROAD AND 1520 NORTH HOUSTON SCHOOL ROAD AND PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

SECTION 2. From and after the effective date of this Ordinance, the Zoning Case No. Z20-05B, the zoning map of the City of Lancaster, be hereby amended to grant an SUP for eight (8) fuel pumps on the Property as more particularly described in Exhibit A, "Site Plan" attached hereto and made a part hereof for all purposes. The City's Zoning Map shall be amended to reflect the zoning amendment referenced herein.

SECTION 3. The property shall be developed and used in accordance with the development standards under the Lancaster Development Code, ordinances of the City of Lancaster, and the special conditions as established herein on the approved Site Plan, Landscape Plan, Elevations, Tree Survey, and Photometric Plan, which are attached hereto and incorporated herein as Exhibits "A", "B", "C", "D", and "E", respectively.

SECTION 4. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 5. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6. Any person, firm, corporation or business entity violating this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be subject to a fine not to exceed \$2,000.00, and each day that such violation shall continue shall be considered a separate offense. These penal provisions shall not prevent an action on behalf of the City of Lancaster to enjoin any violation or threatened violation of the terms of this Ordinance, or an action for mandatory injunction to remove any previous violation hereof.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 27th, day of July 2020.

ATTEST:

Sorangel O. Arenas, City Secretary

APPROVED:

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

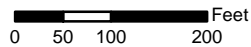
City of Lancaster

2281 W Pleasant Run Rd
Zoned: A-O (Agricultural Open)



Legend

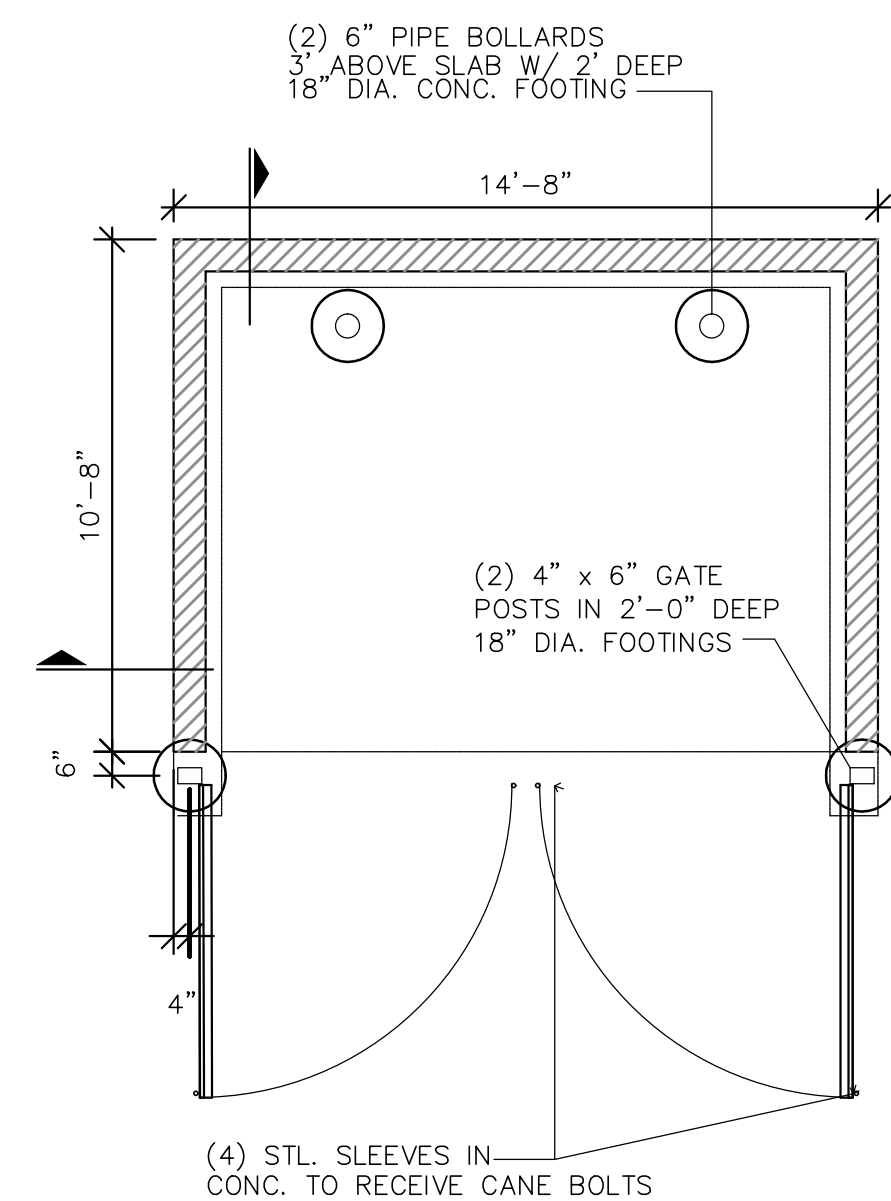
-  City Limits
-  Parcels



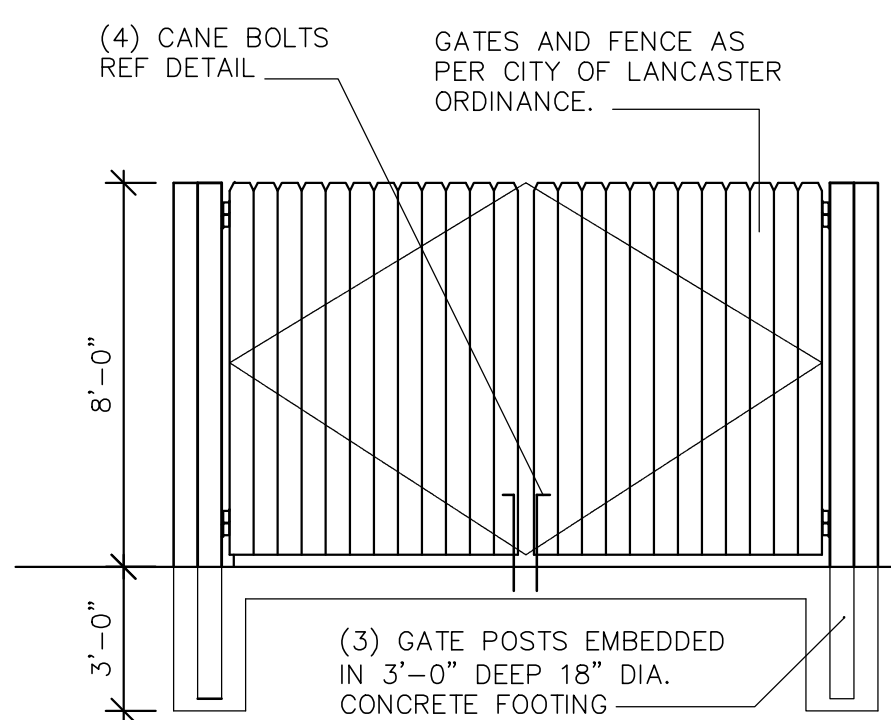
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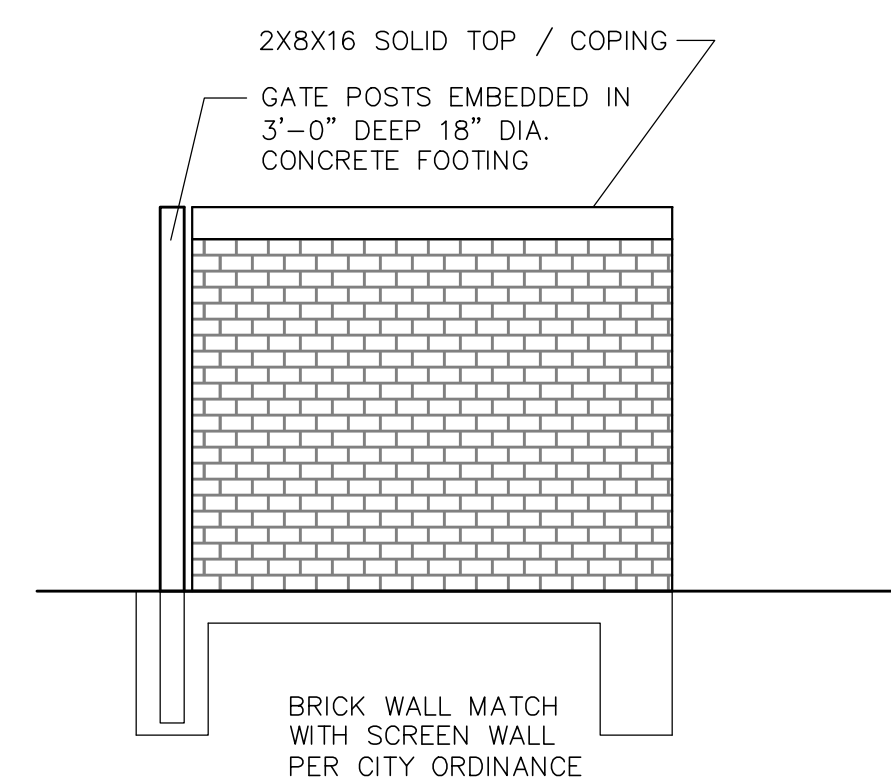
Exhibit A



04 FLOOR PLAN
SCALE 1/4"=1'-0"

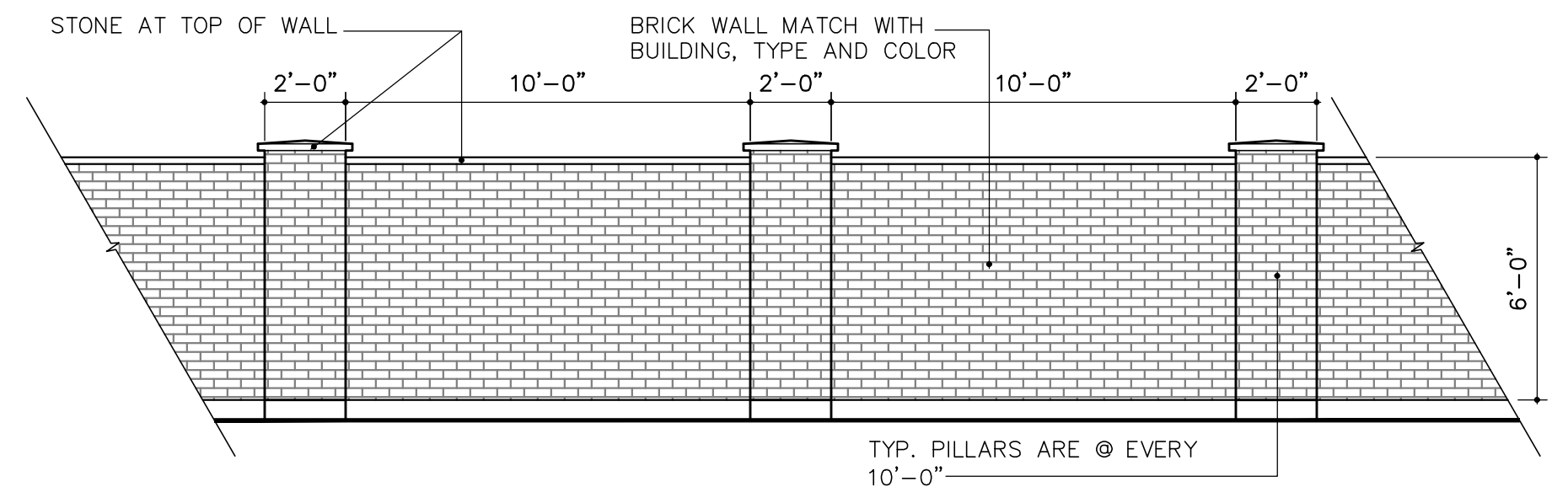


03 ELEVATION
SCALE 1/4"=1'-0"



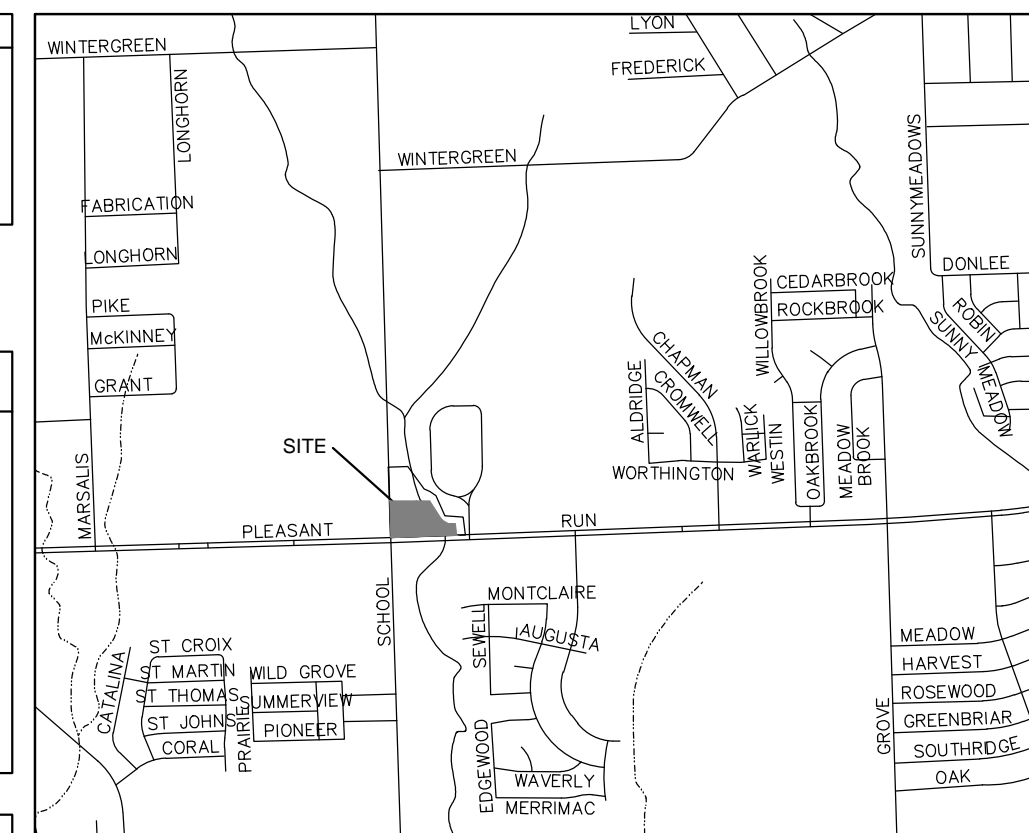
02 ELEVATION

SCALE 1/4"=1'-0"

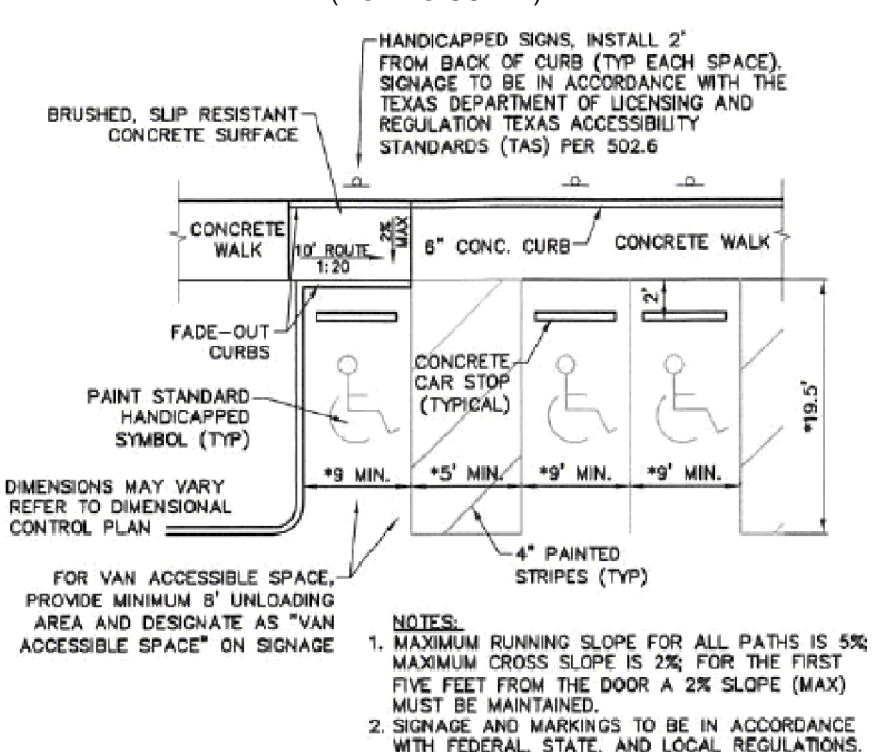


05 SCREEN WALL ELEVATION

SCALE $1/4" = 1'-0"$



VICINITY MAP
(NOT TO SCALE)

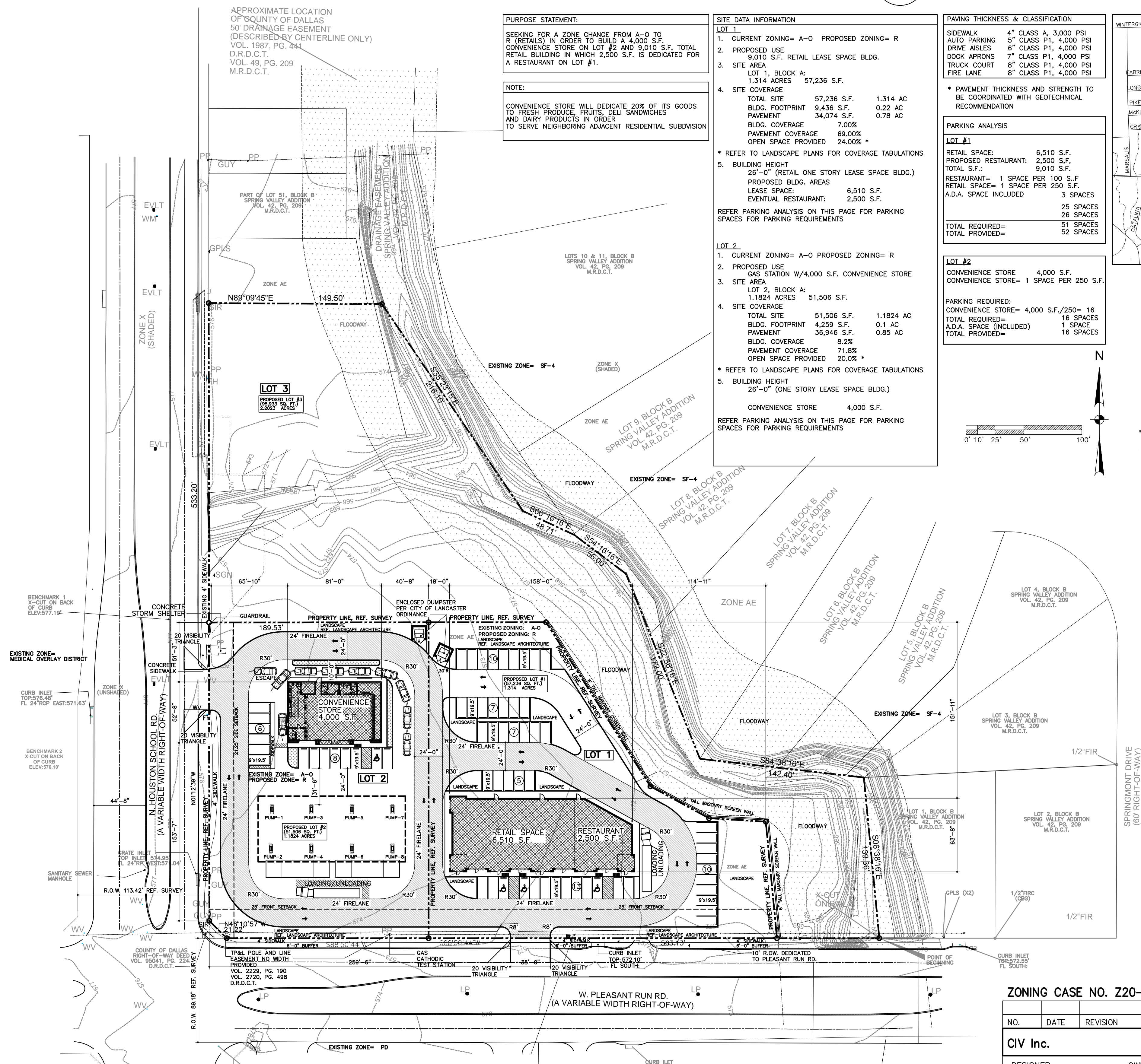


**90° HANDICAP PARKING
& ACCESS ROUTE**

1 NOT TO SCALE (PRIVATE ONLY)

GENERAL NOTES:

1. ALL WORK, UNLESS OTHERWISE NOTED, SHALL CONFORM TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION ISSUED BY THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS AND THE CITY OF LANCASTER STANDARD CONSTRUCTION SPECIFICATIONS
2. DUMPSTERS TO BE ROLL-OFF CONTAINERS LOCATED ALONG THE BUILDING WALL IN THE TRUCK COURT. EXACT LOCATIONS TO BE DETERMINED BY BUILDING TENANTS; THESE LOCATIONS WILL BE 4' BELOW FINISHED FLOOR WHICH WILL FURTHER SCREEN THEM FROM VIEW
3. LIGHTING PLAN TO BE DESIGN/BUILD BY MEP
4. THE SITE IS DESIGNATED BY FEMA TO BE LOCATED IN "ZONE X" AND OUTSIDE OF THE 100-YEAR FLOOD PLAN.
5. EXACT LOCATION OF SECURITY FENCING TO BE OF SECURITY FENCING TO BE DETERMINED BY BUILDING TENANTS
6. PROJECT SHALL BE REGISTERED WITH TDLR FOR ADA ACCESSIBILITY PRIOR TO BUILDING PERMITS BEING ISSUED



01 SITE PLAN

SCALE 1" = 50'-0"

SCALE 1" = 50'-0"

ZONING CASE NO. Z20-05

				SITE PLAN — 4.70 ACRES					
NO.	DATE	REVISION	2281 W. PLEASANT RUN LLC						
CIV Inc.			4,000 S.F. CONVENIENCE STORE & 9,010 S.F. RETAIL SPACE						
			N. HOUSTON SCHOOL ADDITION LOTS 1 — 3, BLOCK A						
<u>DESIGNER</u>			<u>OWNER</u>		<u>ENGINEER OF RECORD</u>		CITY OF LANCASTER, DALLAS COUNTY, TEXAS		
LUBULA KANYINDA 7420 Lake Front Trail Arlington, Texas 76002 682-551-6960 dixon.kanyinda@live.com			CHARLES W. & CINDY L. WALDROP II 520 Angus Rd Waxahachie, TX		CIV Inc. Steve Williams 281-870-8727 ext 102 swilliams@cive.com				
			DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
						1"=50'			

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LOT 2 - PLANT LIST				
QTY	REF	BOTANICAL NAME	COMMON NAME	SPECIFICATIONS
6	50	Quercus alba	Shrubland Oak	5' tall, Straight trunk, central leader, Container grown, Ht. 10' to 12', Sp. 6" to 8"
12	51	Quercus macrocarpa	Shrubland Oak	5' tall, Straight trunk, central leader, Container grown, Ht. 10' to 12', Sp. 6" to 8"
6	52	Liriodendron tulipifera	Green Nyctag	5' tall, First crown branching, Container grown, Ht. 10' to 12', Sp. 6" to 8"
12	53	Quercus virginiana	Live Oak	5' tall, Straight trunk, central leader, Container grown, Ht. 10' to 12', Sp. 6" to 8"
SHRUBS				
12	101	Red Robin	Red Robin	5' tall, Straight trunk, central leader, Container grown, Ht. 10' to 12', Sp. 6" to 8"
14	102	Red Robin	Red Robin	5' tall, Straight trunk, central leader, Container grown, Ht. 10' to 12', Sp. 6" to 8"
56	103	Red Robin	Red Robin	5' tall, Straight trunk, central leader, Container grown, Ht. 10' to 12', Sp. 6" to 8"
ORNAMENTAL GRASSES AND GROUND COVER				
661 S.F.	AJ	Trees	Shrubland Oak	5' tall, Straight trunk, central leader, Container grown, Ht. 10' to 12', Sp. 6" to 8"
338 S.F.	5C	Yucca	Shrubland Oak	5' tall, Straight trunk, central leader, Container grown, Ht. 10' to 12', Sp. 6" to 8"
MISCELLANEOUS ITEMS				
228 S.F.	-	Planting Bed	Shrubland Oak	5' tall, Straight trunk, central leader, Container grown, Ht. 10' to 12', Sp. 6" to 8"
122 S.F.	-	Planting Bed	Shrubland Oak	5' tall, Straight trunk, central leader, Container grown, Ht. 10' to 12', Sp. 6" to 8"
1501 Lb.	-	4' x 6' x 6' x 6'	Shrubland Oak	5' tall, Straight trunk, central leader, Container grown, Ht. 10' to 12', Sp. 6" to 8"

LOT 2 - PLANT LIST				
QTY	REF	BOTANICAL NAME	COMMON NAME	SPECIFICATIONS
6	50	Quercus alba	Shrubland Oak	5' tall, Straight trunk, central leader, Container grown, 16, 10, 22, 30, 24, 6"
12	51	Quercus macrocarpa	Shrubland Oak	5' tall, Straight trunk, central leader, Container grown, 16, 10, 22, 30, 24, 6"
12	52	Liriodendron tulipifera	Flowering Dogwood	5' tall, First crown branching, Container grown, 16, 10, 22, 30, 24, 6"
6	LO	Quercus virginiana	Live Oak	5' tall, Straight trunk, central leader, Container grown, 16, 10, 22, 30, 24, 6"
SHRUBS				
12	12B1	Hebe	Blueberry or Lavender Shrub	5' tall, Branching, full bush, non-flowering, Container grown, 30" o.c.
14	12B2	Hebe	Hebe	5' tall, Branching, full bush, non-flowering, Container grown, 30" o.c.
56	56	Adiantum	Adiantum	5' tall, Branching, full bush, non-flowering, Container grown, 30" o.c.
ORNAMENTAL GRASSES AND GROUND COVER				
661 S.F.	AJ	Tritochloa	Asian Jasmine	4 inch pots, 12 inches O.C.
338 S.F.	5C	Vernonia	Seashore Clover	4 inch pots, 12 inches O.C.
MISCELLANEOUS ITEMS				
228 S.F.	-	Planting Bag	-	See specifications, Section 02340
122 S.F.	-	Planting Bag	-	See specifications, Section 02340
1500 Lbs.	-	4' Steel Filing	-	See specifications, Section 02340

A detailed street map of a residential area in Westport, New York. The map shows a grid of streets including Catalina, Marsalis, Pleasant, Site, Edgewood, Semell, Monticane, Aldridge, Worthington, Warrick, Westin, Oakbrook, Meadow Brook, Willowbrook, Cedarbrook, Sunny Meadows, Grove, Harlow, Harvest, Overbrook, Oak, Pine, Medlins, Grant, Fabrication, Longhorn, Watertown, Frederick, Van, and Pontie. A shaded rectangular area labeled 'SITE' is located at the intersection of Pleasant Street and Marsalis Street. A north arrow points towards the bottom left corner.

LOT 2 - LANDSCAPE TABULATIONS

LOT SIZE: 32.000 S.F.	51,506.00 S.F. (+/- 1.18 AC.)
BUFFER YARD: 6' (4' WIDE)	5,723.68 S.F.
LANDSCAPE AREA REQUIRED LANDSCAPE (15% LOT SIZE AREA)	51,506.00 S.F. (+/- 1.18 AC.)
LANDSCAPE AREA PROVIDED	51,506.00 S.F. x .15 = 7,725.90 S.F.
LANDSCAPE AREA REQUIRED	7,725.90 S.F.
LANDSCAPE AREA PROVIDED	9,417.93 S.F.
TREE RECOM: FOR STREET YARD LESS THAN 10,000 S.F. = ONE (1) LARGE TREE PER 1,000 S.F. OR FRACTION THEREOF - 5,345.67 S.F. N. HOUSTON SCH. RD., S-345.67/11000=0.53 TREES RECD.	
LARGE TREES PROVIDED	6.00 EA.
TREE RECOM: FOR STREET YARD LESS THAN 10,000 S.F. = ONE (1) LARGE TREE PER 1,000 S.F. OR FRACTION THEREOF - 3,552.89 S.F. W. PLEASANT RUN RD., S 3,552.89/1,000=3.53 TREES RECD.	
LARGE TREES PROVIDED	6.00 EA.

LARGE TREE RECONT. FOR FRONTAGE YARD AREA = ONE (1) TREE PER 50 FEET OF STREET FRONTAGE.-271.90 / L.F. -N. HOLSTON SCHOOL RD.	
199.40 L.F. -L271.19/50=5.43 TREES REQD.	
LARGE TREES PROVIDED	6.00 EA.
LARGE TREE RECONT. FOR FRONTAGE YARD AREA = ONE (1) TREE PER 50 FEET OF STREET FRONTAGE.-199.40 / L.F. -W.PLEASANT RUN RD OLD RD.	
199.40 L.F. -199.40/50=3.93 TREES REQD.	
LARGE TREES PROVIDED	4.00 EA.
PARKING AREA REQUIREMENTS	
% OF PARKING BETWEEN BLDG FACADE	
25.75% = 20 S.F. PER PARKING STALL @ 16 EA. 320.00 S.F.	
CONVENIENCE STORE = 16/16 = 100.00%	
20 S.F. x 16 STALLS = 320 S.F. PROVIDED	
16 SPACES PROVIDED	320 S.F. PROVIDED
STREET YARD SHRUB REQUIREMENTS	
1 (5 GAL.) SHRUB/50 S.F. OF REQUIRED LANDSCAPE AREA	
SHRUBS REQUIRED	7.725/30 SF/50 = 154.52 SHRUBS REQD
SHRUBS PROVIDED	181.00 EA.
REQD. LANDSCAPE AREA GROUND COVER REQUIREMENTS	
= 7.725/30 S.F. X .10 = 772.59 S.F. OF GROUND COVER.	
GROUND COVER REQUIRED	772.59 S.F.
GROUND COVER PROVIDED	996.60 S.F.

1. NO REQUIRED PARKING TREE MAY BE LOCATED MORE THAN 80' FROM THE TRUNK OF A LARGE CANOPY TREE.
2. ALL PLANTER ISLANDS SHALL CONTAIN A MINIMUM OF ONE (1) TREE WITH REMAINING AREA IN SHRUBS, GROUND COVER, GRASSES, OR SEASON COLOR.
3. TWO ORNAMENTAL TREES MAY BE SUBSTITUTED FOR ONE (1) REQUIRED LARGE TREE.

**ISSUED FOR REVIEW AND BID
NOT FOR CONSTRUCTION**

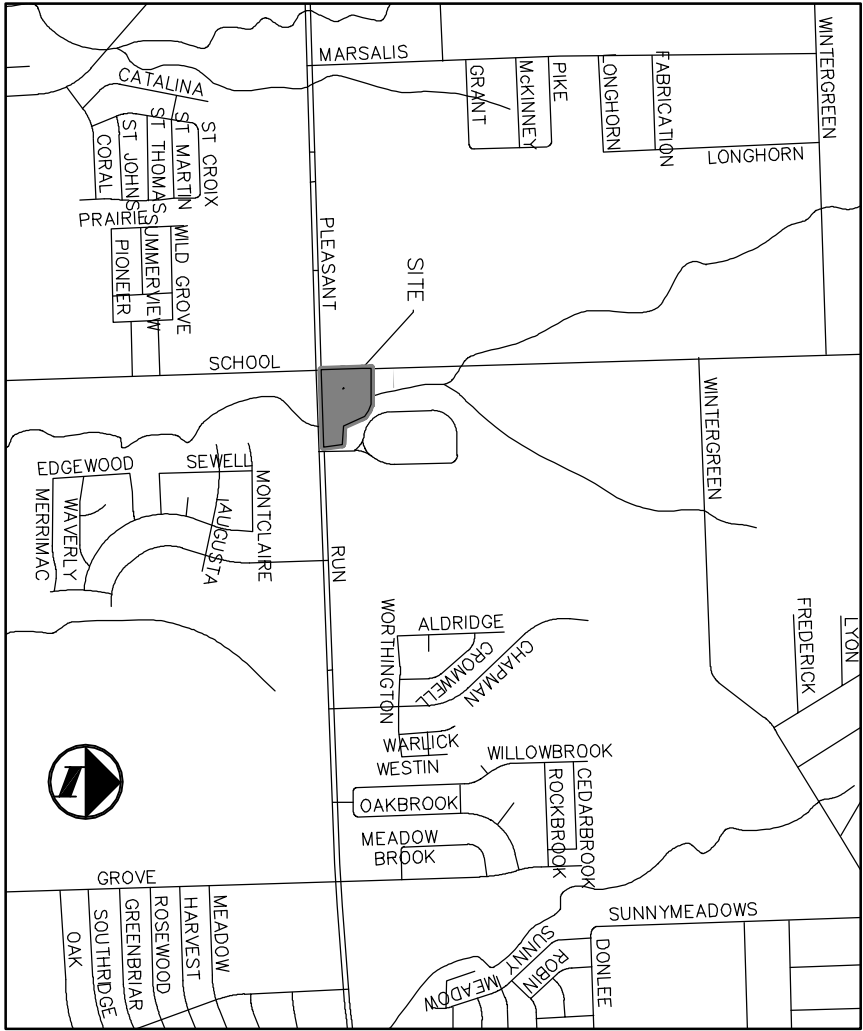
This document is released for the purpose of review and bidding only, under the authority of Mark H. Stratford, P.L.A., Texas No. 1240, date 06/04/2020.

CDM GROUP
CONSTRUCTION INFORMATION - WATER MANAGEMENT
170 REYNALT ROWN RD. 45329
FOUNT WORTH, TX 76132
817.817.332-7913
WWW.CDMGROUP.COM

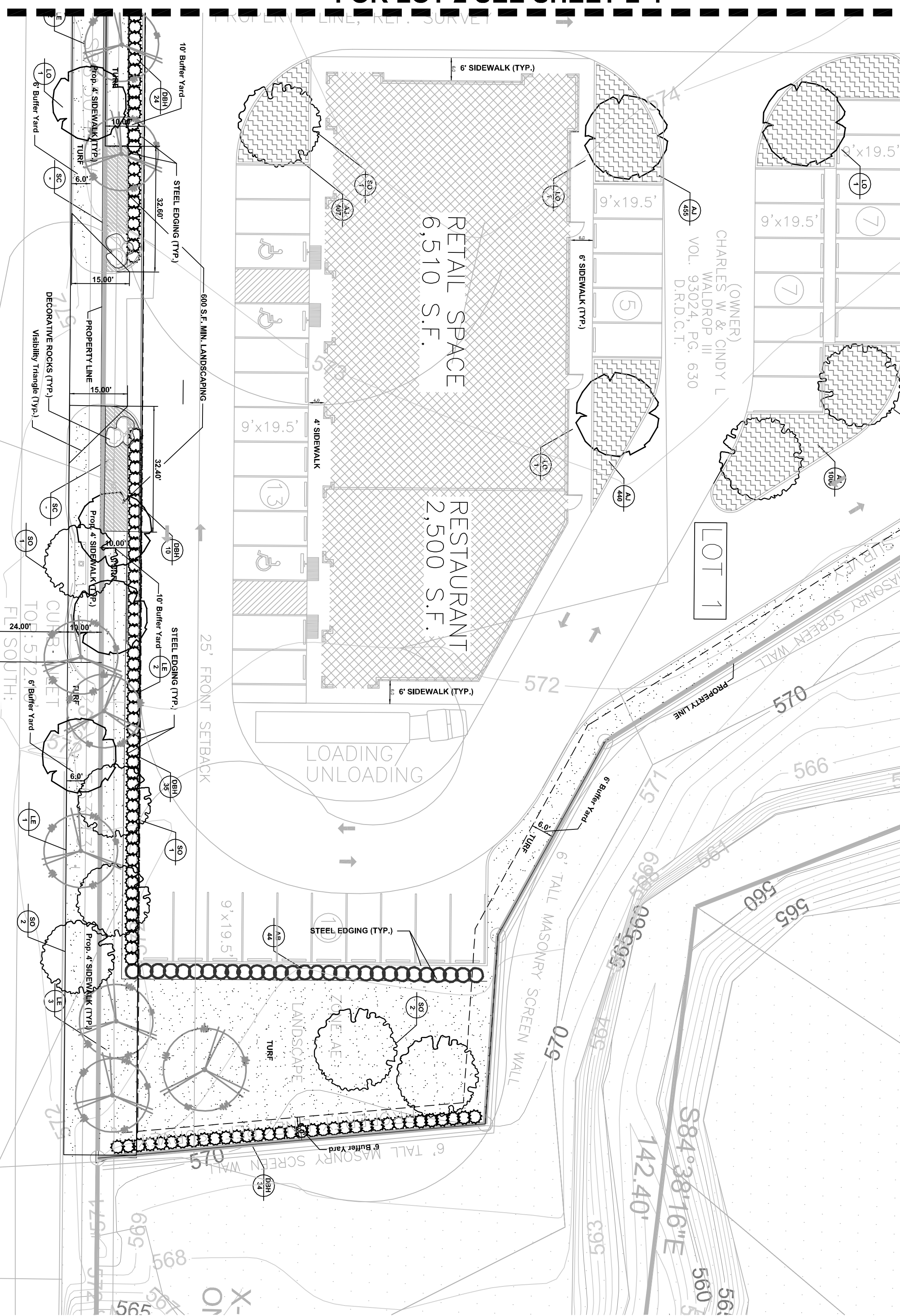
SCALE: 1"=20'

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LOT 1 - PLANT LIST			
QTY	KEY	BOTANICAL NAME	COMMON NAME
7	SO	Cordia alliodora	Starburst Oak
7	CM	Ulmus parviflorus	Lanceleaf Elm
5	LO	Lagerflora indica 'Tasmanian'	Crabapple
5	LO	Lagerflora indica 'Tasmanian'	Crabapple
21	QNH	Quercus laevis	Dwarf Burford Holly
16	NRS	Nealea x 'Mallea R. Stevens'	Nealea x 'Mallea R. Stevens'
35	AS	Asplenium 'Vale of Linn'	Asplenium 'Vale of Linn'
2,297 S.F.	AI	Trachypogon sp.	Asian Jasmine
664 S.F.	SC	Verbesina	Seasonal Color
1,214 S.F.	AI	Bambusa nuda	Bamboo
18 S.F.	AI	Lagerflora indica 'Tasmanian'	Crabapple
180 L.F.	AI	4" Steel Edging	4" Steel Edging
MISCELLANEOUS ITEMS			
See specifications, Section 02340			
See specifications, Section 02340			
See specifications, Section 02340			



PLANT LIST



- Shumard Oak
- Lacebark Elm
- Live Oak
- Crape Myrtle
- Abelia grandiflora 'Hopley'
- Dwarf Burford Holly
- Nellee R. Stevens Holly
- Decorative Rock(s) (Typ.)
- Seasonal Color
- Asian Jasmine
- Bermuda Grass

Proposed Plant Key
LO 08 Plant Count

LOT 1 - LANDSCAPE TABULATIONS

LOT SIZE: 51,780 S.F.	57,236.00 S.F. (+/- 1.31 AC.)
BUFFER YARD (6' TYPICAL)	5,713.38 S.F.
LANDSCAPE AREA	57,236.00 S.F. (+/- 1.31 AC.)
REQUIRED LANDSCAPE	57,236.00 S.F. (+/- 1.31 AC.)
(20% LOT SIZE AREA)	57,236.00 S.F. (+/- 1.31 AC.)
LANDSCAPE AREA REQUIRED	11,447.20 S.F.
LANDSCAPE AREA PROVIDED	13,869.16 S.F.
STREET FRONTAGE AREA	5,672.41 S.F. - Pleasant Run Rd.
LARGE TREE REQ'D. FOR FRONTAGE YARD AREA = ONE (1) TREE PER 50 FEET OF STREET FRONTAGE.	
LARGE TREES REQUIRED (494.49/50=9)	9.00 EA.
LARGE TREES PROVIDED	9.00 EA.
EX. TREES RETAINED	N/A
THE REMAINING STREET YARD LESS THAN 10,000 S.F. SHALL BE PLANTED WITH LARGE TREES PER THOUSAND S.F., OR FRACTION THEREOF, OF STREET FRONTAGE.	
LARGE TREES REQUIRED (6672.41/1000=6.67)	6.00 EA.
LARGE TREES PROVIDED	6.00 EA.
PARKING AREA REQUIREMENTS	
% OF PARKING BETWEEN BLDG FACADE	
25.75% = 20 S.F. PER PARKING STALL @ 53 EA. 1,100.00 S.F.	
RETAIL 59 STALLS = 1,180 S.F.	
RESTAURANT = 25.53 = 47.17%	
53 SPACES PROVIDED	1,100 S.F. PROVIDED
STREET YARD SHRUB REQUIREMENTS	
1 (5 GAL.) SHRUB/50 S.F. OF REQUIRED LANDSCAPE AREA	
SHRUBS REQUIRED	11,447.20 S.F. / 50 = 228.94 SHRUBS REQ'D
SHRUBS PROVIDED	231.00 EA.
RECD LANDSCAPE AREA GROUND COVER REQUIREMENTS	
= 11,447.20 S.F. X 10% = 1,144.72 S.F. OF GROUND COVER	
GROUND COVER REQUIRED	1,144.72 S.F.
GROUND COVER PROVIDED	2,569.37 S.F.

1. NO REQUIRED PARKING TREES MAY BE LOCATED MORE THAN 90' FROM THE TRUNK OF
2. ALL PLANTER ISLANDS SHALL CONTAIN A MINIMUM OF ONE (1) WITH REMAINING AREA
3. TWO ORNAMENTAL TREES MAY BE SUBSTITUTED FOR ONE (1) REQUIRED LARGE TREE.

ISSUED FOR REVIEW AND BID
NOT FOR CONSTRUCTION

This document is released for the purpose of review and bidding only, under the authority of Mark H. Swafford, F.L.A. Texas No. 1240, date 06/04/2020.

LANDSCAPE DESIGN GROUP
7101 BRYANT RUN RD. #32229
ARLINGTON, TEXAS 76002
817.332.9314, TX 76132
WWW.LANDSCAPEDSG.COM

ZONING CASE NO. Z20-05

NO.	DATE	REVISION	
			</

LANDSCAPE PLAN

SCALE: 1"=20'

0' 10' 20' 40'

SCALE: 1" = 20'

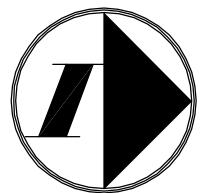
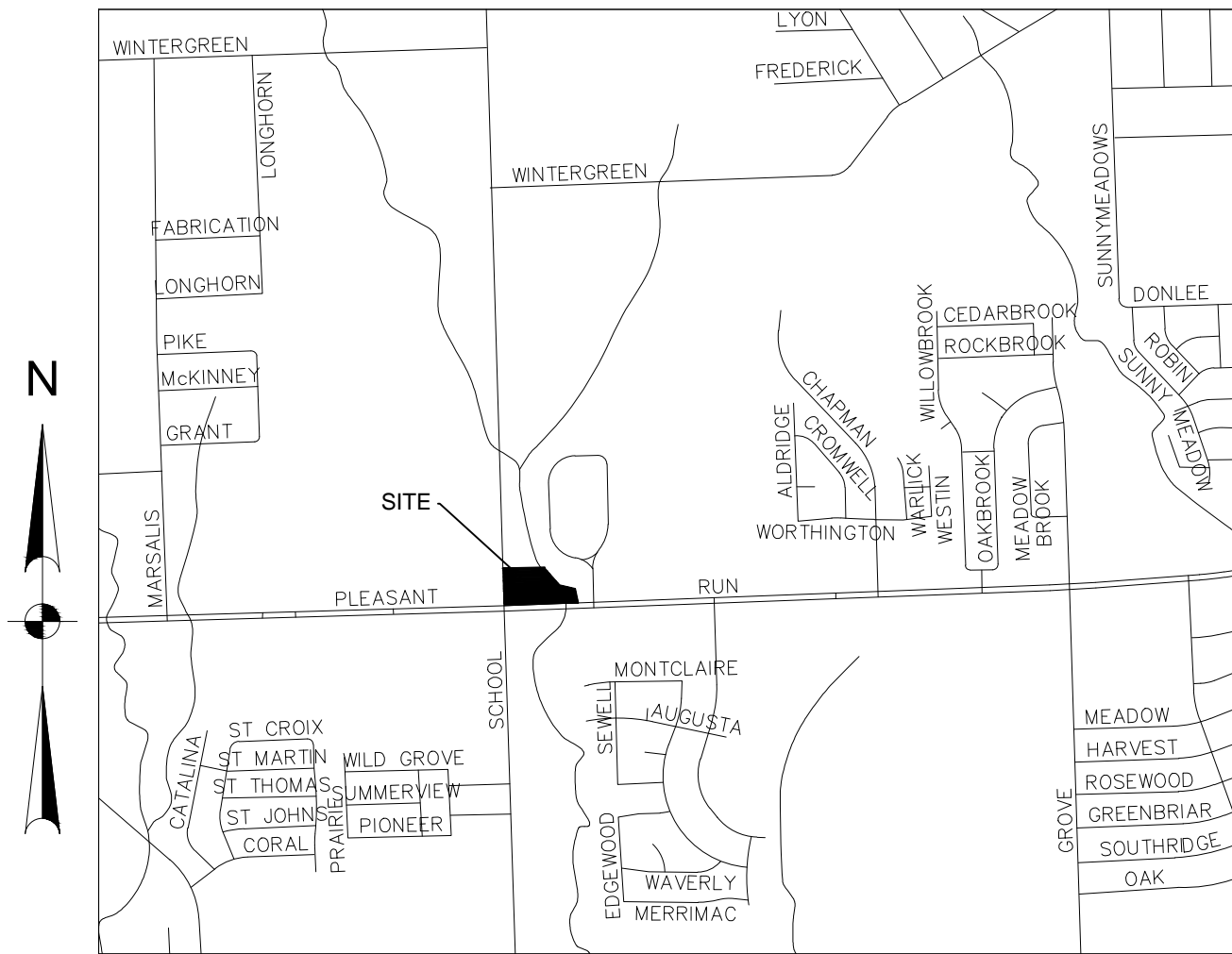


Exhibit C

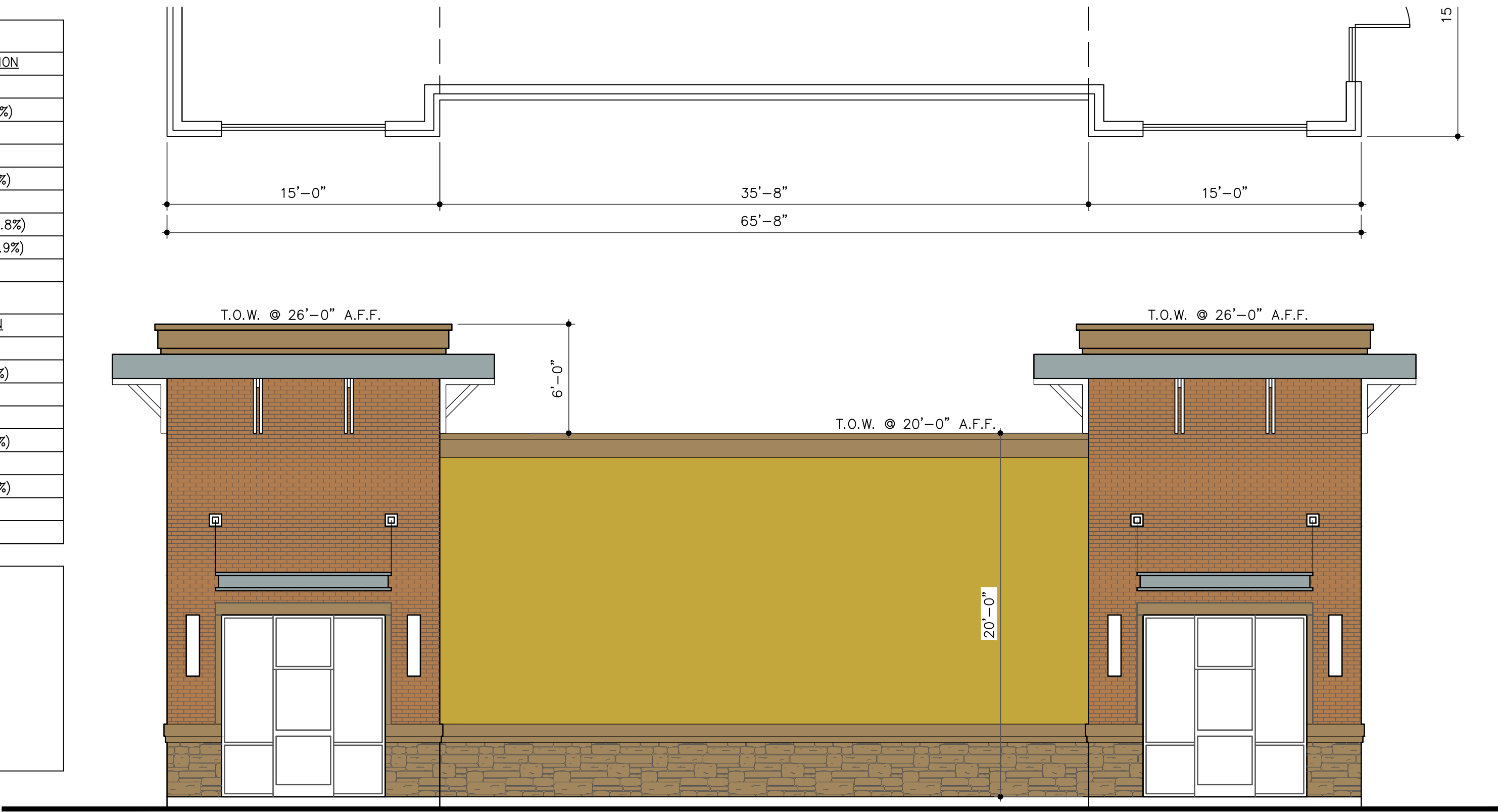


VICINITY MAP
(NOT TO SCALE)

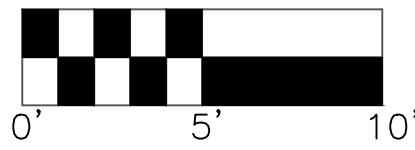
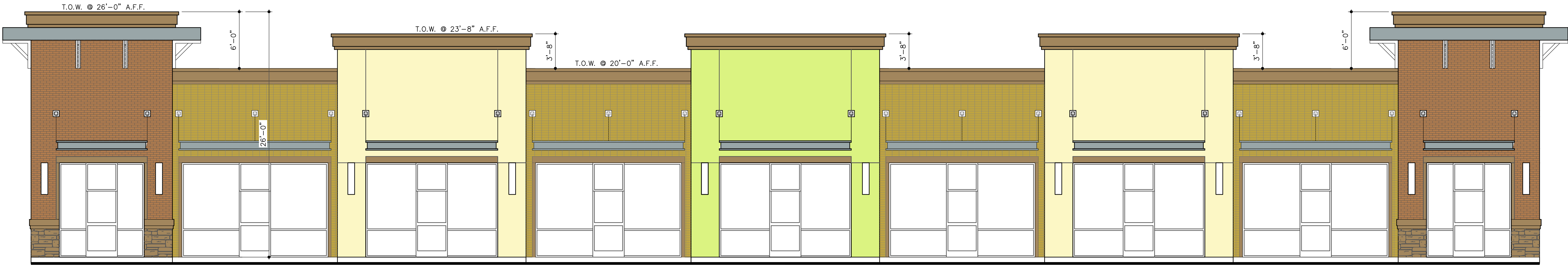
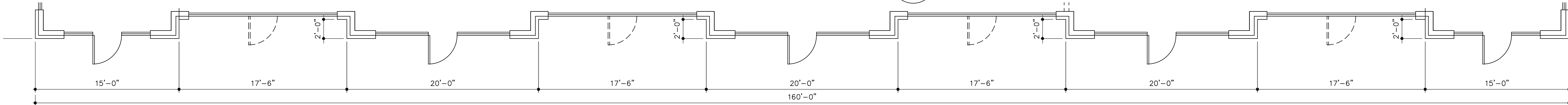
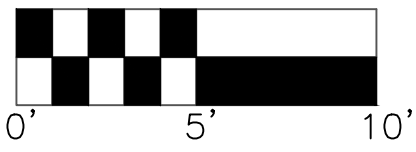
EXTERIOR FINISH SCHEDULE		
	NORTH ELEVATION	SOUTH ELEVATION
	AREA	AREA
TOTAL FACADE	3,608 S.F. (100%)	3,608 S.F. (100%)
MATERIALS		
* STONE	450 S.F. (12.4%)	36 S.F. (1%)
* BRICK	566 S.F. (15.7%)	407 S.F. (11.3%)
* EIFS	N/A	N/A
* STUCCO FIN.	2,508 S.F. (69.5%)	2,085 S.F. (57.8%)
* DOORS & WINDOWS S.F.	84 S.F. (2.4%)	1,080 S.F. (29.9%)
* CMU WALL (PAINTED)	N/A	N/A

EXTERIOR FINISH SCHEDULE		
	WEST ELEVATION	EAST ELEVATION
	AREA	AREA
TOTAL FACADE	1,497 S.F. (100%)	1,497 S.F. (100%)
MATERIALS		
* STONE	143 S.F. (9.5%)	179 S.F. (12%)
* BRICK	566 S.F. (37.8%)	283 S.F. (18.9%)
* EIFS	N/A	N/A
* STUCCO FIN.	698 S.F. (46.7%)	945 S.F. (63.1%)
* DOORS & WINDOWS S.F.	90 S.F. (6.0%)	90 S.F. (6.0%)
* CMU WALL (PAINTED)	N/A	N/A

STUCCO NOTE:
*ALL STUCCO INSTALLATIONS TO COMPLY WITH ASTM C1063
*MAXIMUM WALL PANEL AREA =144 sq. ft.
*MAXIMUM DISTANCE BETWEEN JOINTS = 18 ft.
*MINIMUM LENGTH TO WIDTH RATIO = 2.5 TO 1
*NO INCREASE ALLOWED UNLESS APPROVED BY ARCHITECT.
*ALL STUCCO FINISH SHALL BE 3-STEP PROCESS.



02 WEST ELEVATIONS/ RETAILS
SCALE 3/16"= 1'-0"



01 SOUTH ELEVATIONS/ RETAILS
SCALE 3/16"= 1'-0"

ARTICULATION REQUIREMENTS

HORIZONTAL ARTICULATION

WALL'S HEIGHT= 40'
MAX. LENGTH OF WALL= 160'
OFFSET OF MIN. 5% OF WALL'S HEIGHT= 2'
MIN. 10% LENGTH OF NEW PLANE= 16'

VERTICAL ARTICULATION

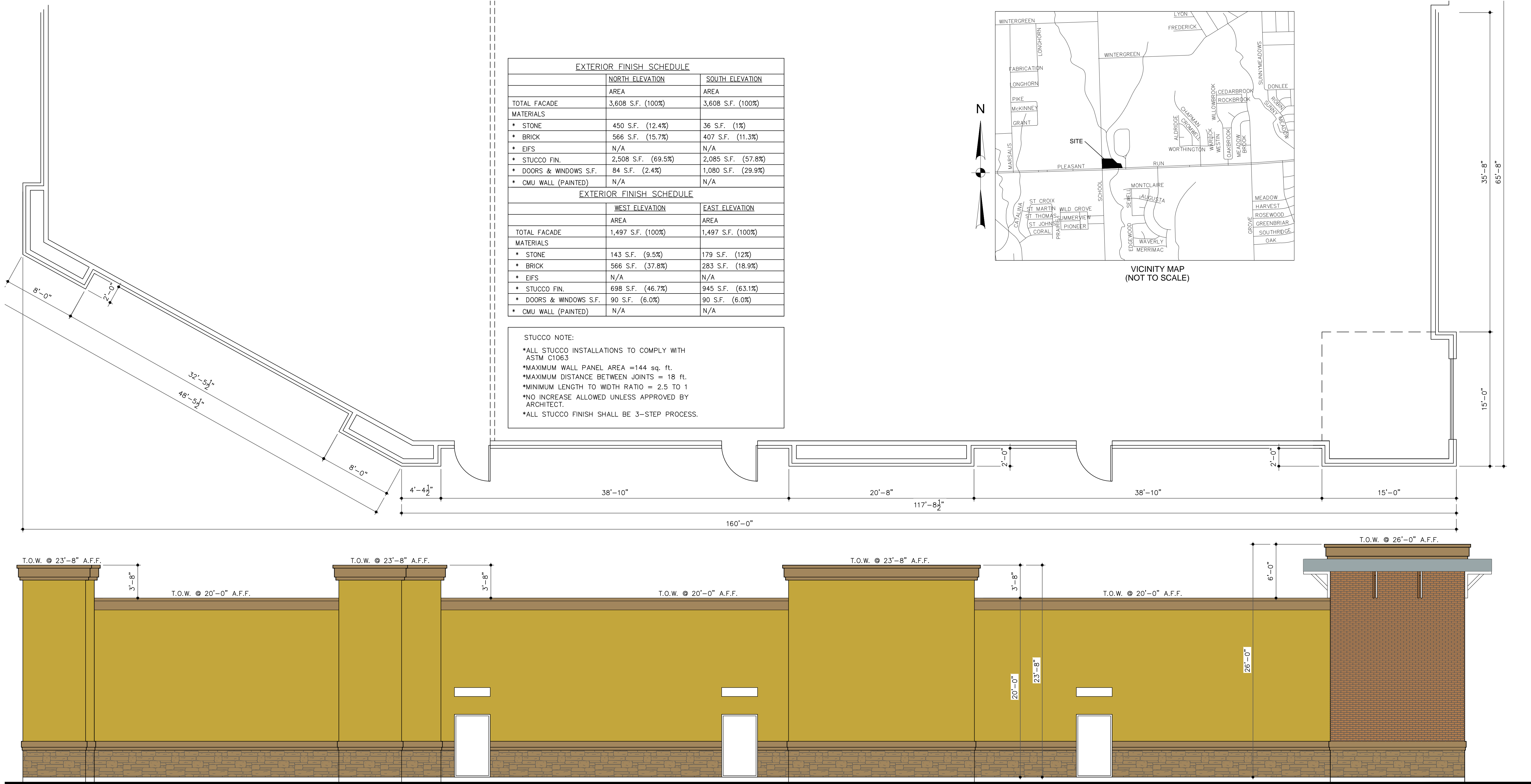
WALL'S HEIGHT= 40'
MAX. LENGTH OF WALL= 160'
MIN. 10% OF HEIGHT CHANGE= 4'

NOTES:

1. ROOF MATERIAL TO BE TPO (WHITE)
2. INTERNAL ROOF DRAINAGE
3. ALL ELEVATIONS ARE TO TOP OF WALL U.N.O.

ZONING CASE NO. Z20-05

			ELEVATIONS PLAN — 4.70 ACRES								
NO.	DATE	REVISION	2281 W. PLEASANT RUN LLC								
CIV Inc.			4,000 S.F. CONVENIENCE STORE & 9,010 S.F. RETAIL SPACE								
			N. HOUSTON SCHOOL ADDITION LOTS 1 – 3, BLOCK A								
DESIGNER			OWNER		ENGINEER OF RECORD						
LUBULA KANYINDA			CHARLES W. & CINDY L WALDROP II		CIV Inc.						
7420 Lake Front Trail			520 Angus Rd		Steve Williams						
Arlington, Texas 76002			Waxahachie, TX		281–870–8727						
682–551–6960			ext 102					1"=50'			
dixon.kanyinda@live.com										swilliams@cive.com	
					DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.



ARTICULATION REQUIREMENTS

HORIZONTAL ARTICULATION

WALL'S HEIGHT= 40'

MAX. LENGTH OF WALL= 160'

OFFSET OF MIN. 5% OF WALL'S HEIGHT= 2'

MIN. 10% LENGTH OF NEW PLANE= 16'

VERTICAL ARTICULATION

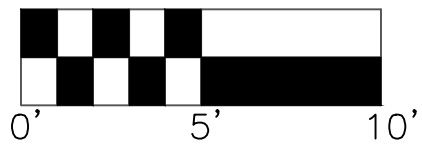
WALL'S HEIGHT= 40'

MAX. LENGTH OF WALL= 160'

MIN. 10% OF HEIGHT CHANGE= 4'

NOTES:

1. ROOF MATERIAL TO BE TPO (WHITE)
2. INTERNAL ROOF DRAINAGE
3. ALL ELEVATIONS ARE TO TOP OF WALL U.N.O.



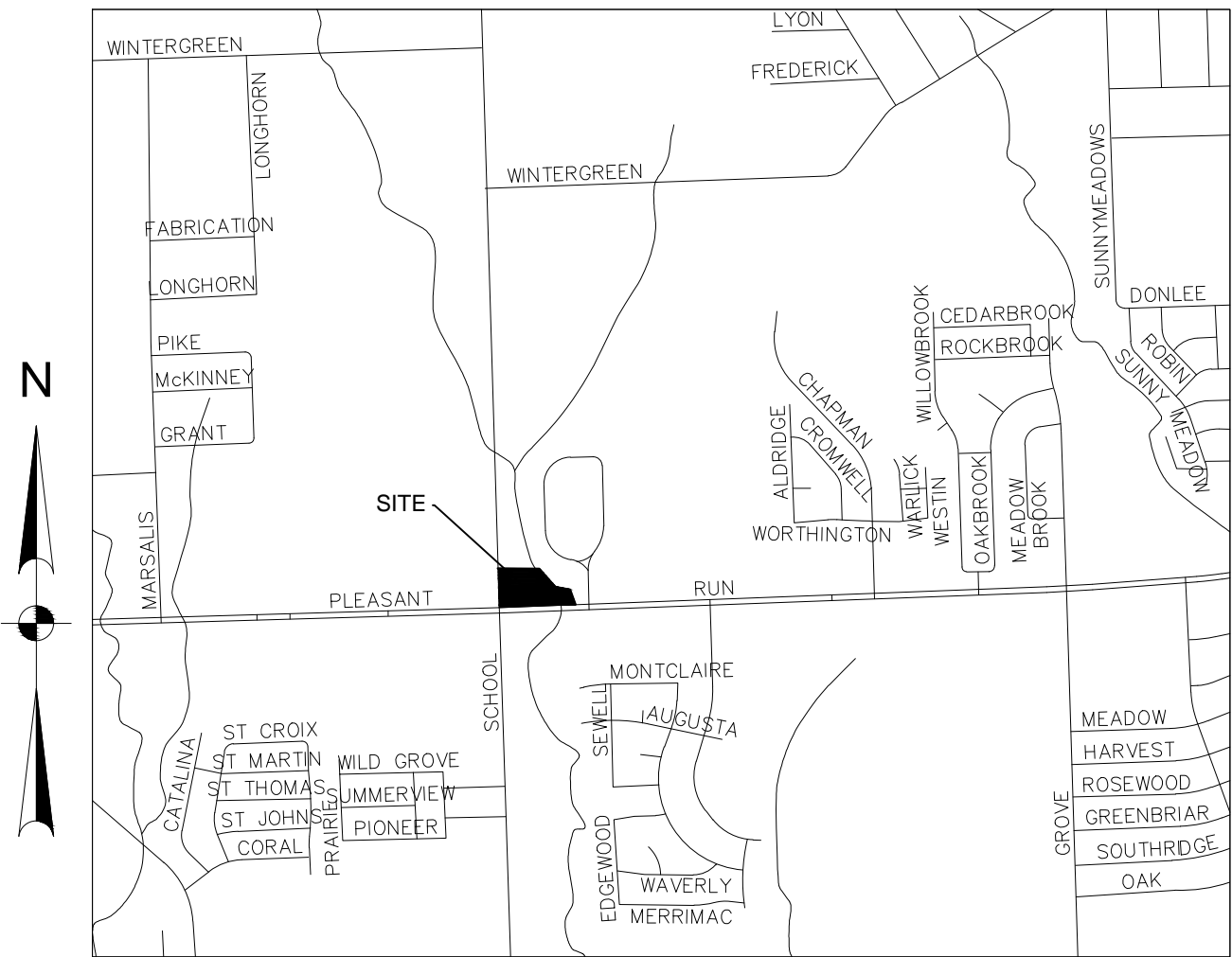
01

NORTH ELEVATIONS/ RETAILS

SCALE 3/16"= 1'-0"

ZONING CASE NO. Z20-05

NO.			DATE				REVISION				ELEVATIONS PLAN - 4.70 ACRES					
CIV Inc.											2281 W. PLEASANT RUN LLC					
											4,000 S.F. CONVENIENCE STORE & 9,010 S.F. RETAIL SPACE					
											N. HOUSTON SCHOOL ADDITION LOTS 1 - 3, BLOCK A					
											CITY OF LANCASTER, DALLAS COUNTY, TEXAS					
DESIGNER			OWNER				ENGINEER OF RECORD				DESIGN	DRAWN	DATE	SCALE	NOTES	FILE
LUBULA KANYINDA			CHARLES W. & CINDY L. WALDROP II				CIV Inc. Steve Williams							1"=50'		
7420 Lake Front Trail			520 Angus Rd				281-870-8727									
Arlington, Texas 76002			Waxahachie, TX				ext 102									
682-551-6960							swilliams@cive.com									
dixon.kanyinda@live.com																

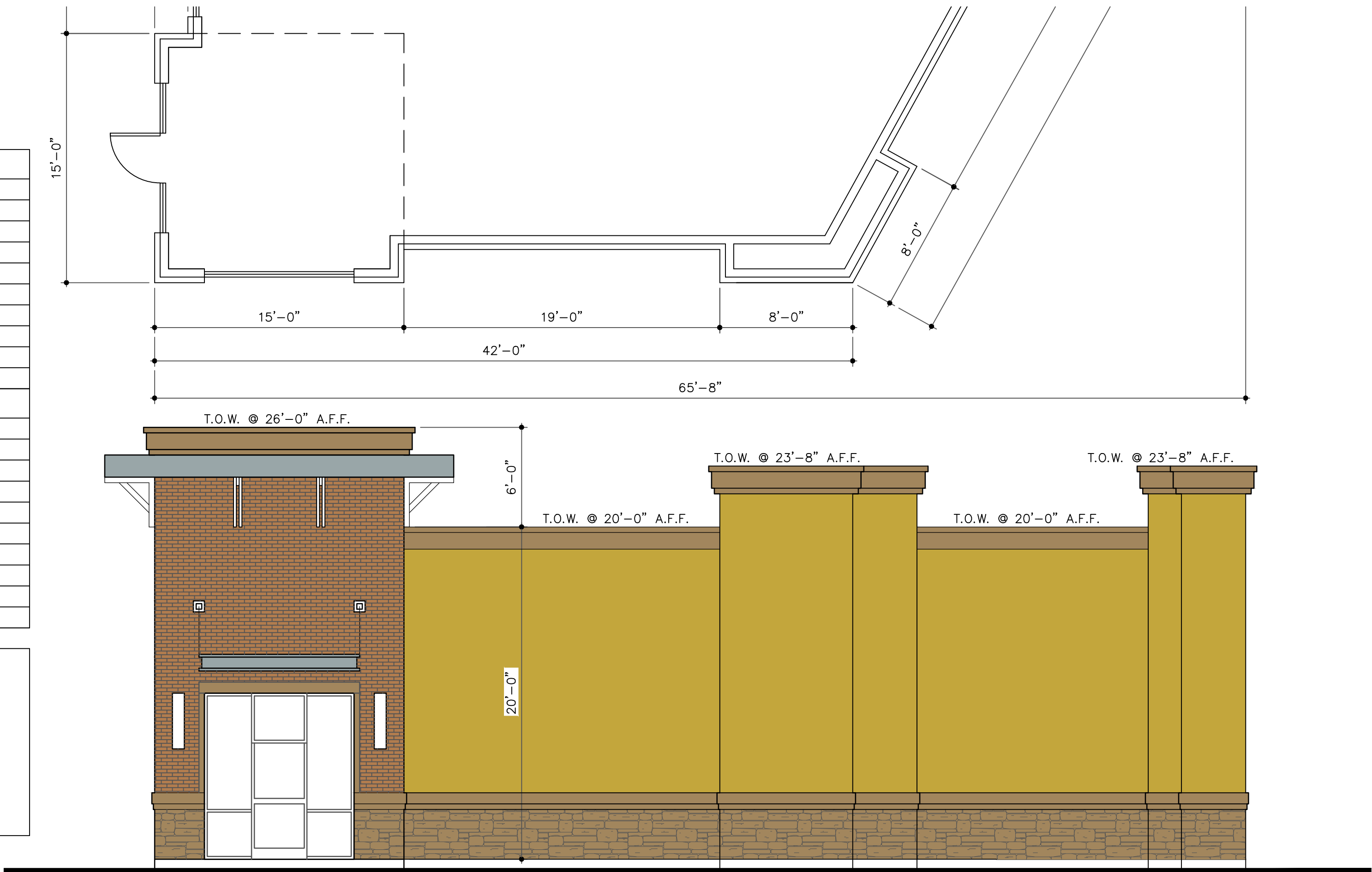


VICINITY MAP
(NOT TO SCALE)

EXTERIOR FINISH SCHEDULE		
	NORTH ELEVATION	SOUTH ELEVATION
	AREA	AREA
TOTAL FACADE	3,608 S.F. (100%)	3,608 S.F. (100%)
MATERIALS		
* STONE	450 S.F. (12.4%)	36 S.F. (1%)
* BRICK	566 S.F. (15.7%)	407 S.F. (11.3%)
* EIFS	N/A	N/A
* STUCCO FIN.	2,508 S.F. (69.5%)	2,085 S.F. (57.8%)
* DOORS & WINDOWS S.F.	84 S.F. (2.4%)	1,080 S.F. (29.9%)
* CMU WALL (PAINTED)	N/A	N/A

EXTERIOR FINISH SCHEDULE		
	WEST ELEVATION	EAST ELEVATION
	AREA	AREA
TOTAL FACADE	1,497 S.F. (100%)	1,497 S.F. (100%)
MATERIALS		
* STONE	143 S.F. (9.5%)	179 S.F. (12%)
* BRICK	566 S.F. (37.8%)	283 S.F. (18.9%)
* EIFS	N/A	N/A
* STUCCO FIN.	698 S.F. (46.7%)	945 S.F. (63.1%)
* DOORS & WINDOWS S.F.	90 S.F. (6.0%)	90 S.F. (6.0%)
* CMU WALL (PAINTED)	N/A	N/A

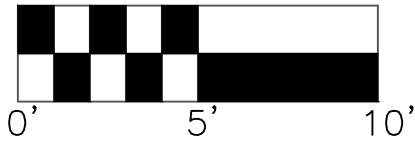
STUCCO NOTE:
*ALL STUCCO INSTALLATIONS TO COMPLY WITH ASTM C1063
*MAXIMUM WALL PANEL AREA =144 sq. ft.
*MAXIMUM DISTANCE BETWEEN JOINTS = 18 ft.
*MINIMUM LENGTH TO WIDTH RATIO = 2.5 TO 1
*NO INCREASE ALLOWED UNLESS APPROVED BY ARCHITECT.
*ALL STUCCO FINISH SHALL BE 3-STEP PROCESS.



01

EAST ELEVATIONS/ RETAILS

SCALE 3/16"= 1'-0"



ARTICULATION REQUIREMENTS

HORIZONTAL ARTICULATION

WALL'S HEIGHT= 40'
MAX. LENGTH OF WALL= 160'
OFFSET OF MIN. 5% OF WALL'S HEIGHT= 2'
MIN. 10% LENGTH OF NEW PLANE= 16'

VERTICAL ARTICULATION

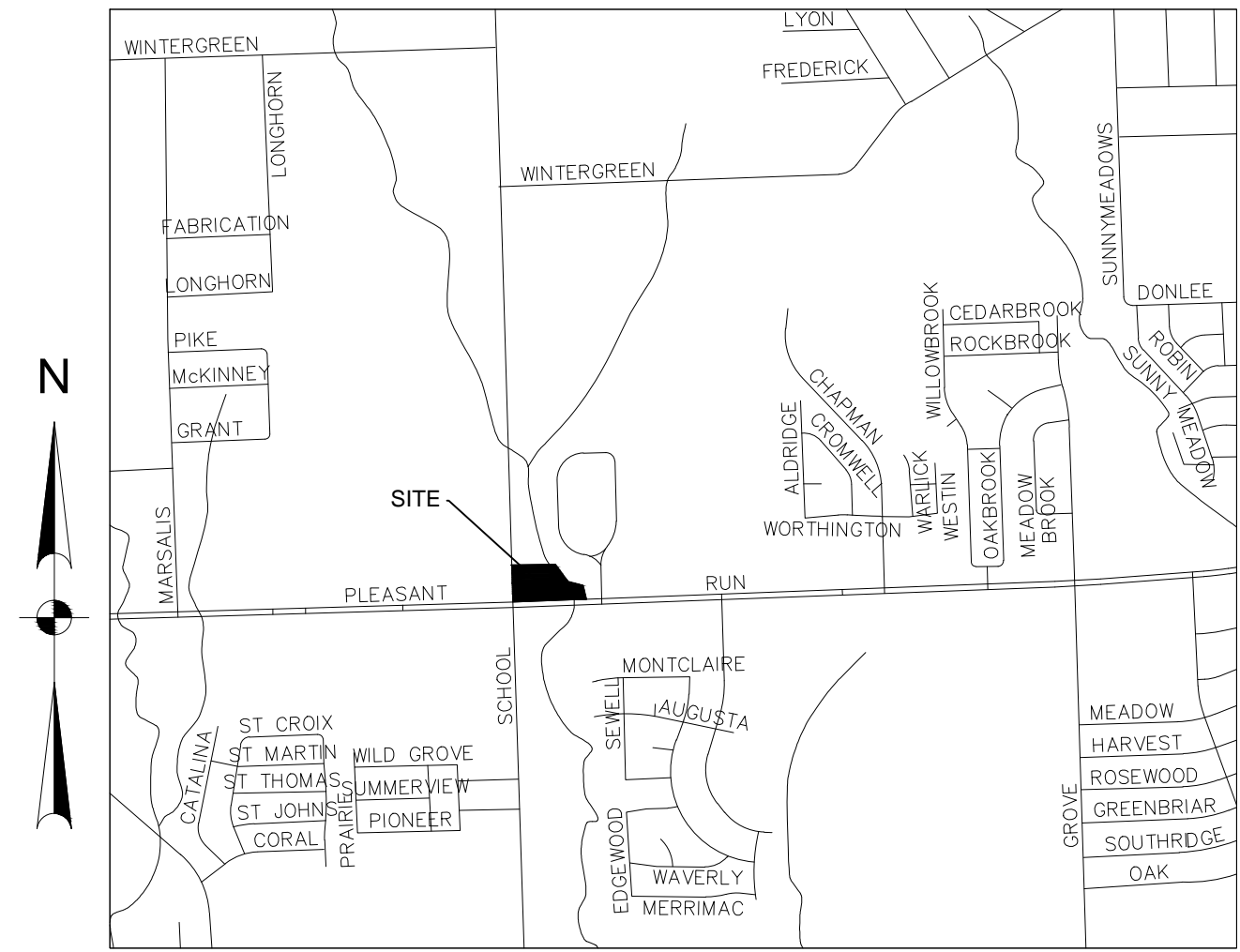
WALL'S HEIGHT= 40'
MAX. LENGTH OF WALL= 160'
MIN. 10% OF HEIGHT CHANGE= 4'

NOTES:

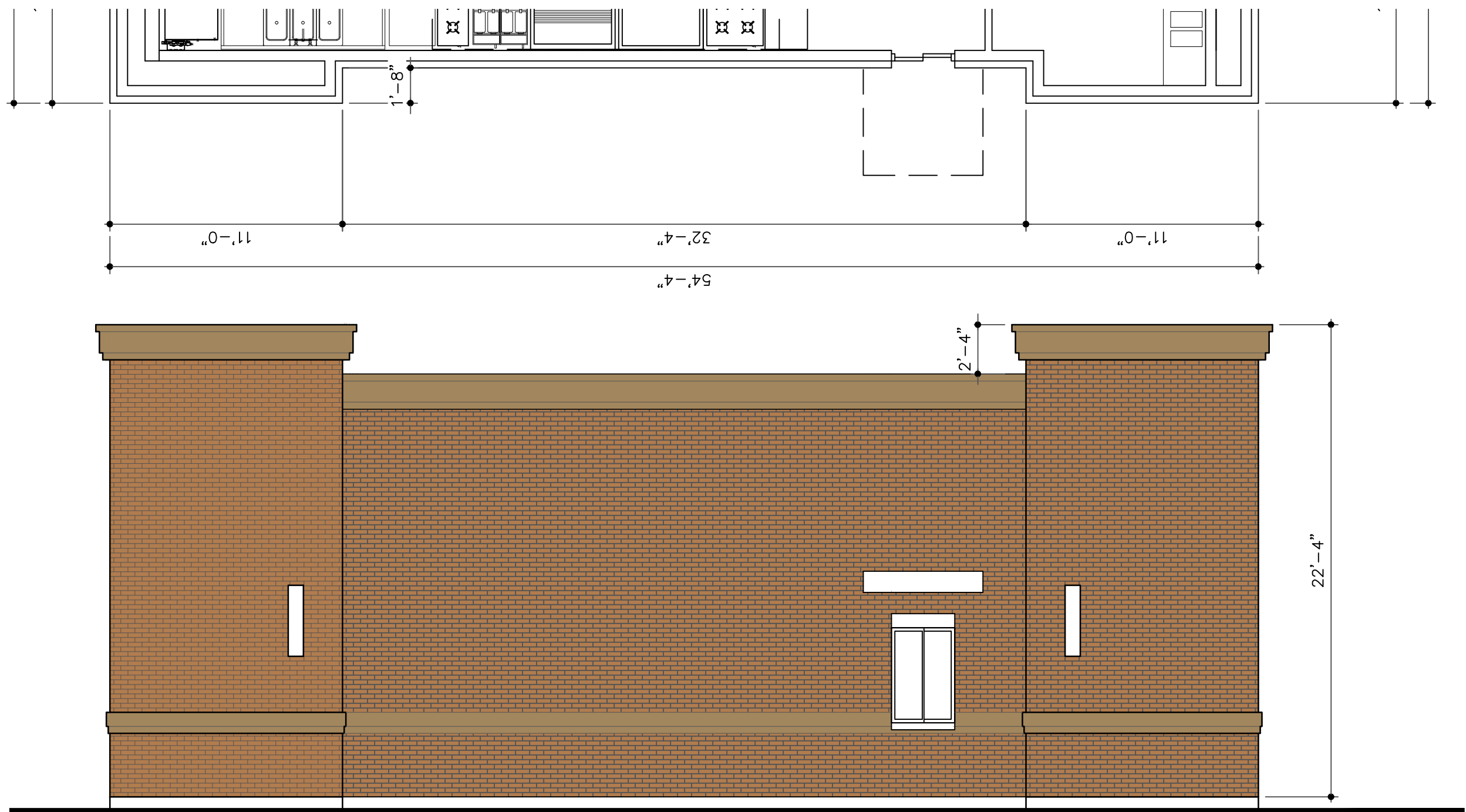
1. ROOF MATERIAL TO BE TPO (WHITE)
2. INTERNAL ROOF DRAINAGE
3. ALL ELEVATIONS ARE TO TOP OF WALL U.N.O.

ZONING CASE NO. Z20-05

			ELEVATIONS PLAN – 4.70 ACRES										
NO.	DATE	REVISION	2281 W. PLEASANT RUN LLC										
CIV Inc.			4,000 S.F. CONVENIENCE STORE & 9,010 S.F. RETAIL SPACE										
			N. HOUSTON SCHOOL ADDITION LOTS 1 – 3, BLOCK A										
			CITY OF LANCASTER, DALLAS COUNTY, TEXAS										
DESIGNER			OWNER		ENGINEER OF RECORD								
LUBULA KANYINDA			CHARLES W. & CINDY L. WALDROP II		CIV Inc.								
7420 Lake Front Trail			520 Angus Rd		Steve Williams								
Arlington, Texas 76002			Waxahachie, TX		281-870-8727								
682-551-6960					ext 102								
dixon.kanyinda@live.com					swilliams@cive.com								
DESIGN		DRAWN		DATE		SCALE		NOTES		FILE		NO.	
						1"=50'							



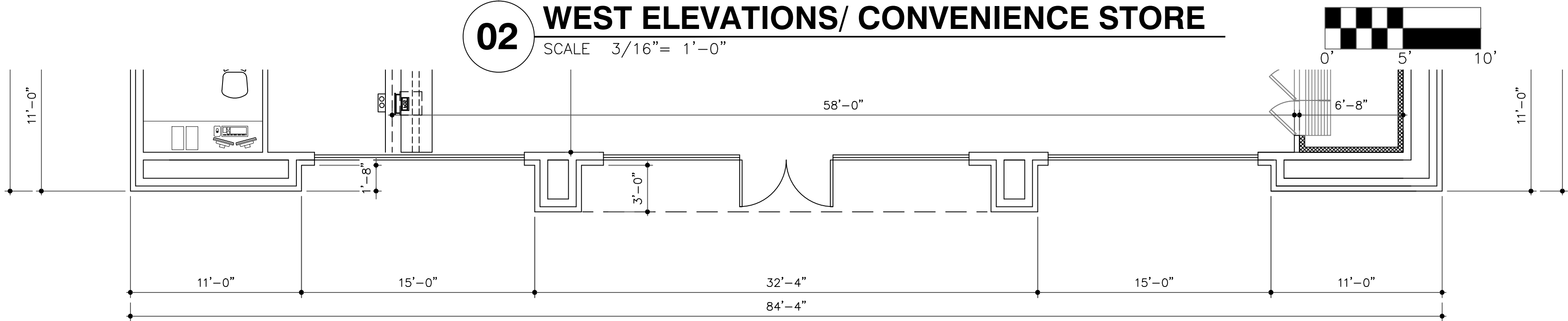
VICINITY MAP
(NOT TO SCALE)



02

WEST ELEVATIONS/ CONVENIENCE STORE

SCALE 3/16"= 1'-0"



EXTERIOR FINISH SCHEDULE		
	NORTH ELEVATION	SOUTH ELEVATION
	AREA	AREA
TOTAL FACADE	1,819 S.F. (100%)	1,819 S.F. (100%)
MATERIALS		
* STONE	N/A	N/A
* BRICK	428 S.F. (23.5%)	428 S.F. (23.5%)
* EIFS	N/A	N/A
* STUCCO FIN.	225 S.F. (12.4%)	886 S.F. (48.7%)
* DOORS & WINDOWS S.F.	28 S.F. (1.5 %)	505 S.F. (27.8%)
* CMU WALL (PAINTED)	1,138 S.F. (62.6%)	N/A
EXTERIOR FINISH SCHEDULE		
	WEST ELEVATION	EAST ELEVATION
	AREA	AREA
TOTAL FACADE	1,142 S.F. (100%)	1,142 S.F. (100%)
MATERIALS		
* STONE	N/A	N/A
* BRICK	969 S.F. (84.85%)	969 S.F. (84.86%)
* EIFS	N/A	N/A
* STUCCO FIN.	173 S.F. (15.14%)	173 S.F. (15.14%)
* DOORS & WINDOWS S.F.	15 S.F. (0.01%)	N/A

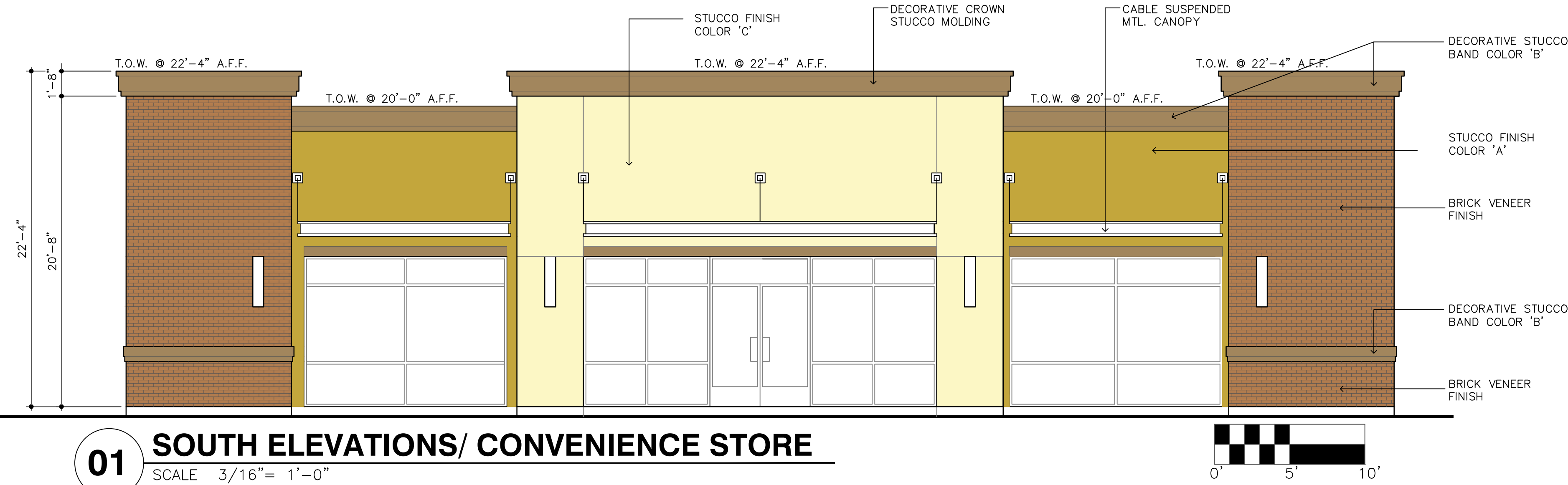
STUCCO NOTE:

- *ALL STUCCO INSTALLATIONS TO COMPLY WITH ASTM C1063
- *MAXIMUM WALL PANEL AREA =144 sq. ft.
- *MAXIMUM DISTANCE BETWEEN JOINTS = 18 ft.
- *MINIMUM LENGTH TO WIDTH RATIO = 2.5 TO 1
- *NO INCREASE ALLOWED UNLESS APPROVED BY ARCHITECT.
- *ALL STUCCO FINISH SHALL BE 3-STEP PROCESS.

01

SOUTH ELEVATIONS/ CONVENIENCE STORE

SCALE 3/16"= 1'-0"



ARTICULATION REQUIREMENTS

HORIZONTAL ARTICULATION

WALL'S HEIGHT= 40'
MAX. LENGTH OF WALL= 160'
OFFSET OF MIN. 5% OF WALL'S HEIGHT= 2'
MIN. 10% LENGTH OF NEW PLANE= 16'

VERTICAL ARTICULATION

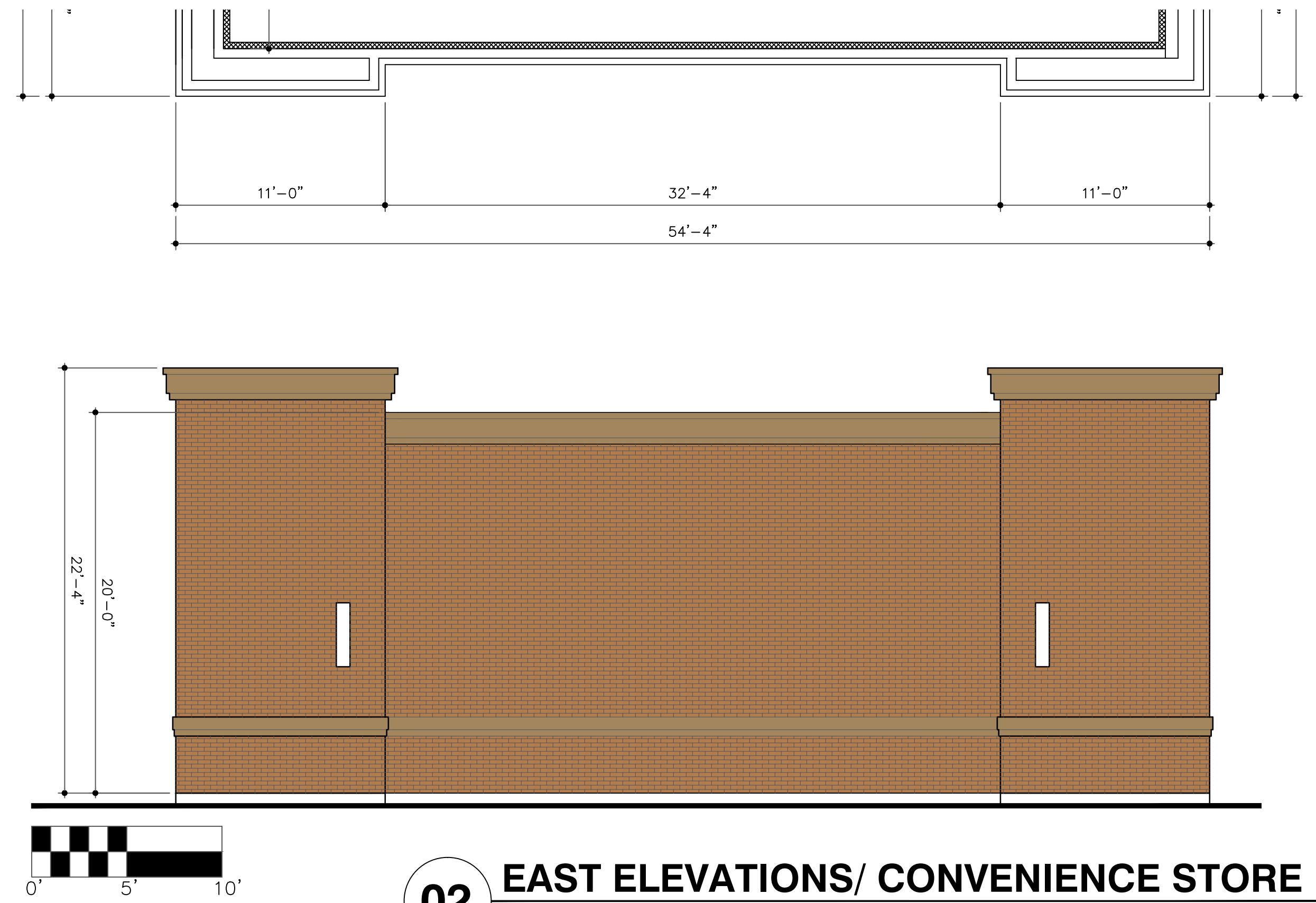
WALL'S HEIGHT= 40'
MAX. LENGTH OF WALL= 160'
MIN. 10% OF HEIGHT CHANGE= 4'

NOTES:

1. ROOF MATERIAL TO BE TPO (WHITE)
2. INTERNAL ROOF DRAINAGE
3. ALL ELEVATIONS ARE TO TOP OF WALL U.N.O.

ZONING CASE NO. Z20-05

ELEVATIONS PLAN - 4.70 ACRES		
NO.	DATE	REVISION
CIV Inc.		
DESIGNER LUBULA KANYINDA 7420 Lake Front Trail Arlington, Texas 76002 682-551-6960 dixon.kanyinda@live.com		
OWNER CHARLES W. & CINDY L. WALDROP II 520 Angus Rd Waxahachie, TX		
ENGINEER OF RECORD CIV Inc. Steve Williams 281-870-8727 ext. 102 swilliams@cive.com		
DESIGN	DRAWN	DATE
SCALE	NOTES	FILE
1"=50'		
NO.		



02 EAST ELEVATIONS/ CONVENIENCE STORE
SCALE 3/16" = 1'-0"

Architectural drawing showing the North Elevations of a Convenience Store. The drawing includes a side elevation and a plan view.

Side Elevation Details:

- Overall height: 22'-4"
- Left brick pier: T.O. WALL @ 22'-4" A.F.F.
- Central door and windows are set into a brick veneer wall.
- Right brick pier: T.O. WALL @ 20'-4" A.F.F.
- Decorative bands: CROWN MOLDING DECORATIVE BAND (top), STUCCO DECORATIVE BAND (bottom).
- Wall finishes: BRICK VENEER WALL FINISH (on piers), PAINTED CMU WALL FINISH (on central section).

Plan View Details:

- Overall width: 11'-0"
- Overall depth: 11'-0"
- Room layout includes restrooms, a service counter, and a back area.
- Dimensions: 11'-0" (left), 11'-0" (right), 11'-0" (bottom), 11'-0" (top).

Scale and Title:

01 NORTH ELEVATIONS/ CONVENIENCE STORE
SCALE 3/16" = 1'-0"

01 NORTH ELEVATIONS/ CONVENIENCE STORE
SCALE 3/16" = 1'-0"

ARTICULATION REQUIREMENTS

HORIZONTAL ARTICULATION

- WALL'S HEIGHT = 40'
- MAX. LENGTH OF WALL = 160'
- OFFSET OF MIN. 5% OF WALL'S HEIGHT = 2'
- MIN. 10% LENGTH OF NEW PLANE = 16'

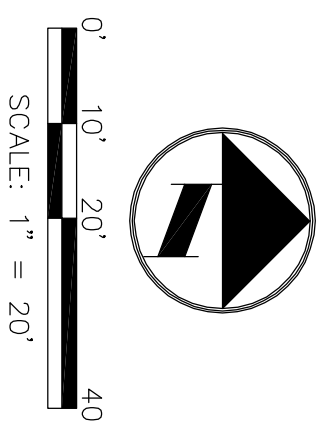
VERTICAL ARTICULATION

- WALL'S HEIGHT = 40'
- MAX. LENGTH OF WALL = 160'
- MIN. 10% OF HEIGHT CHANGE = 4'

- NOTES:
1. ROOF MATERIAL TO BE TPO (WHITE)
 2. INTERNAL ROOF DRAINAGE
 3. ALL ELEVATIONS ARE TO TOP OF WALL U.N.O.

						ELEVATIONS PLAN – 4.70 ACRES	
NO.	DATE	REVISION	2281 W. PLEASANT RUN LLC				
CIV Inc.			4,000 S.F. CONVENIENCE STORE & 9,010 S.F. RETAIL SPACE				
			N. HOUSTON SCHOOL ADDITION LOTS 1 – 3, BLOCK A				
DESIGNER			CITY OF LANCASTER, DALLAS COUNTY, TEXAS				
LUBULA KANYINDA 7420 Lake Front Trail Arlington, Texas 76002 682-551-6960 dixon.kanyinda@live.com			OWNER CHARLES W. & CINDY L. WALDROP II 520 Angus Rd Waxohachie, TX		ENGINEER OF RECORD CIV Inc. Steve Williams 281-870-8727 ext 102 swilliams@cive.com		
DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.	
			1"=50'				

SCALE: 1"=30'



MIGATED TREES LOT 1									
Key	Tree no.	DBH(inch)	Name	Species	Class	Factored DBH			
R	8002	8	ELM	ulmus	1	8			
RS	8003	29	OK	quercus	1	29			
RS	8004	32	CEDR	cedrus	1	48			
R	8005	6	HACCBERRY	celtis occidentalis					
R	8009		ELM	ulmus	1	8			
R	8010	14	ELM	ulmus	1	14			
R	8011	13	ELM	ulmus	1	13			
R	8012	15	ELM	ulmus	1	15			
R	8013	22	CEDR	cedrus	1	22			
R	8014	16	ELM	ulmus	1	16			
R	8015	18	HACCBERRY	celtis occidentalis	3	7.2			
R	8016	23	HACCBERRY	celtis occidentalis	3	9.2			
R	8020	15	HACCBERRY	celtis occidentalis	3	6			
R	8022	12	HACCBERRY	celtis occidentalis	3	4.8			
R	8023	12	HACCBERRY	celtis occidentalis	3	4.8			
R	8024	9	HACCBERRY	celtis occidentalis	3	3.6			
R	8025	16	HACCBERRY	celtis occidentalis	3	6.4			
R	8026	10	HACCBERRY	celtis occidentalis	3	2.4			
R	8027	6	HACCBERRY	celtis occidentalis	3	2.4			
R	8028	12	HACCBERRY	celtis occidentalis	3	4.8			
R	8029	6	HACCBERRY	celtis occidentalis	3	2.4			
RS	8036	45	PECAN	carpa illinoensis	5	67.5			
RS	8039	48	PECAN	carpa illinoensis	5	72			
RS	8040	10	HACCBERRY	celtis occidentalis	3	4			
RS	8041	56	PECAN	carpa illinoensis	5	84			
R	8042	10	HACCBERRY	celtis occidentalis	3	4			
R	8043	20	ELM	ulmus	1	20			
R	8044	16	ELM	ulmus	1	16			
R	8045	14	ELM	ulmus	1	14			
R	8046	14	ELM	ulmus	1	14			
R	8047	8	PECAN	carpa illinoensis	1	8			
R	8048	8	HACCBERRY	celtis occidentalis	3	3.2			
R	8067	20	BLACK WALNUT	juglans nigra	1	20			

Total DBH Inches on Site	571	Total Factored DBH	555.3
al DBH Inches after Factor	555.3		
Total Inches Credited	60		
Total Inches Mitigated	495.3		

LEGEND	
R	Removal of protected tree
RS	Removal of significant tree
NP	Not protected species
NR	Not removed (trees to remain on site)

[illegible]

200

12" Hackberry

Denotes Existing tree to be removed. (With tree number and Name)

Denotes Existing tree to Remain.

1. SEE SHEET L-2 FOR FORESTRY DETAILS.
2. SEE SHEET L-3 FOR LANDSCAPE PLAN.
3. SEE SHEET L-4 LANDSCAPE DETAILS.
4. SEE SHEETS L-5 THRU L-8 FOR IRRIGATION INFORMATION

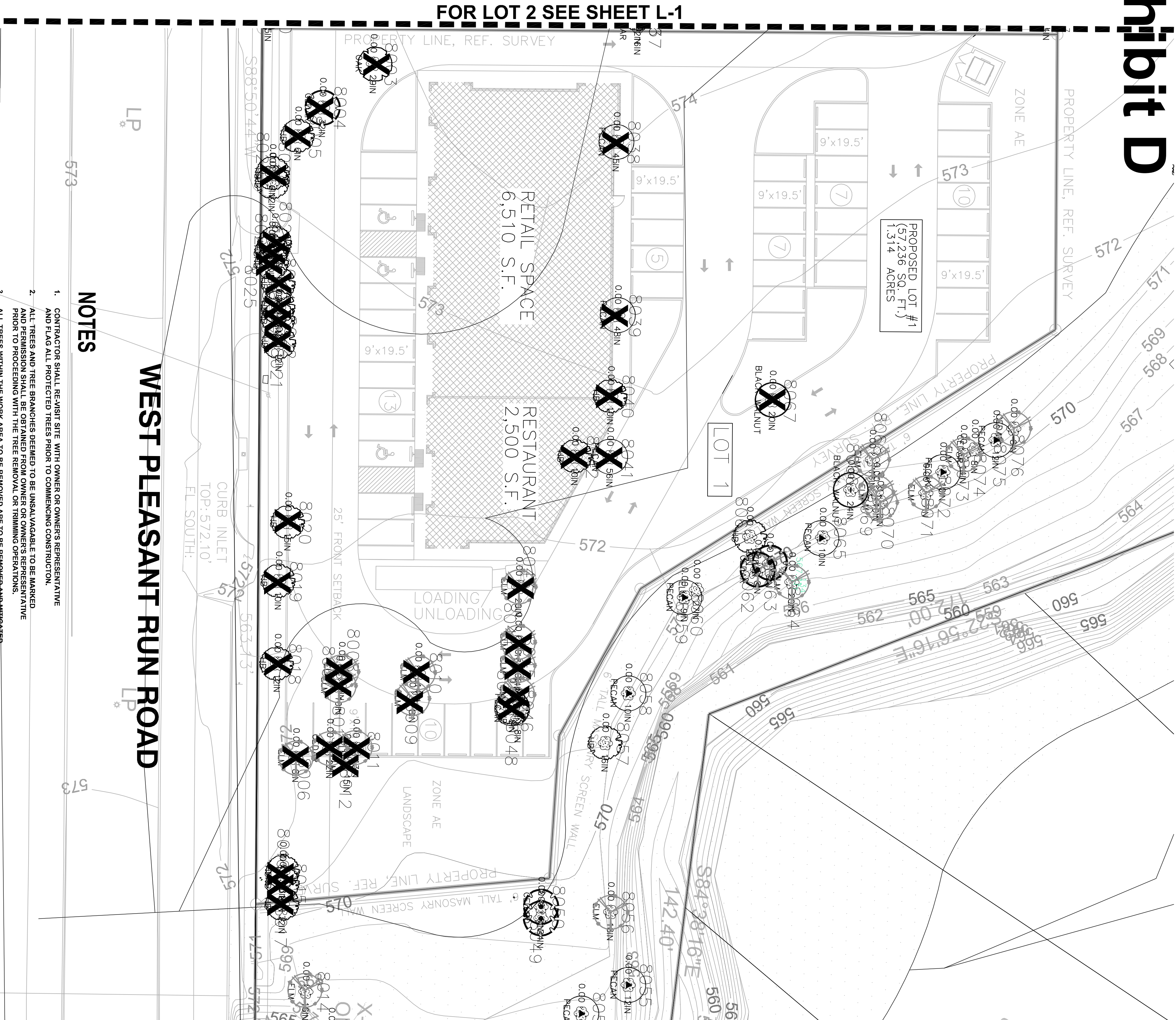
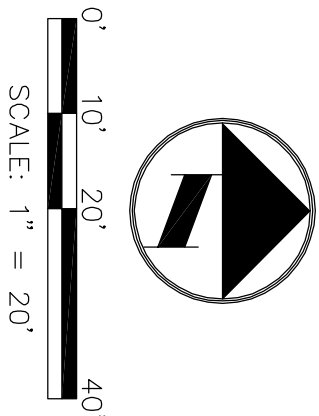


LANDSCAPE - IRRIGATION - WATER MANAGEMENT

7101 BRYANT IRVIN RD, #33229
FORT WORTH, TX 76132
817 332-7913
WWW.LTSDSIGN.COM

CIV Inc.	NO.	DATE	REVISION								
					FORESTRY PLAN - 4.70 ACRES						
					2281 W. PLEASANT RUN LLC						
					4,000 S.F. CONVENIENCE STORE & 9,010 S.F. RETAIL SPACE						
					N. HOUSTON SCHOOL ADDITION						
DESIGNER					LOIS 1 - 3, BLOCK A						
					CITY OF LANCASTER, DALLAS COUNTY, TEXAS						
LUBILA KANYOBA 7420 Lide, Front Trail Arlington, Texas 76002 682-551-6660 lkanyo@lkb.com				OWNER CHARLES W. & JONNY D. II Steve Williams 281-870-8727 Worsham, Tx 75187 ext 102 swilliams@scw.com				ENGINEER OF RECORD CIV ENG Steve Williams 281-870-8727 Worsham, Tx 75187 ext 102 swilliams@scw.com			
DESIGN	DRAWN	DATE	SCALE	NOTES	FILE						
MHS	JUNE	JUNE	As Shown		2020-07						
L											

Exhibit D



NOTES

1. CONTRACTOR SHALL RE-VISIT SITE WITH OWNER OR OWNER'S REPRESENTATIVE AND FLAG ALL PROTECTED TREES PRIOR TO COMMENCING CONSTRUCTION.
2. ALL TREES AND TREE BRANCHES DEEMED TO BE UNSALVAGEABLE TO BE MARKED AND PERMISSION SHALL BE OBTAINED FROM OWNER OR OWNER'S REPRESENTATIVE PRIOR TO PROCEEDING WITH THE TREE REMOVAL OR TRIMMING OPERATIONS.
3. ALL TREES WITHIN THE WORK AREA TO BE REMOVED ARE TO BE REMOVED AND MITIGATED PER CURRENT CITY OF LANCASTER MITIGATION REQUIREMENTS.
4. ALL TREES TO REMAIN SHALL BE PROTECTED PER DETAILS ON TREE MITIGATION DETAIL SHEET.

WEST PLEASANT RUN ROAD

FORESTRY PLAN-LOT 1

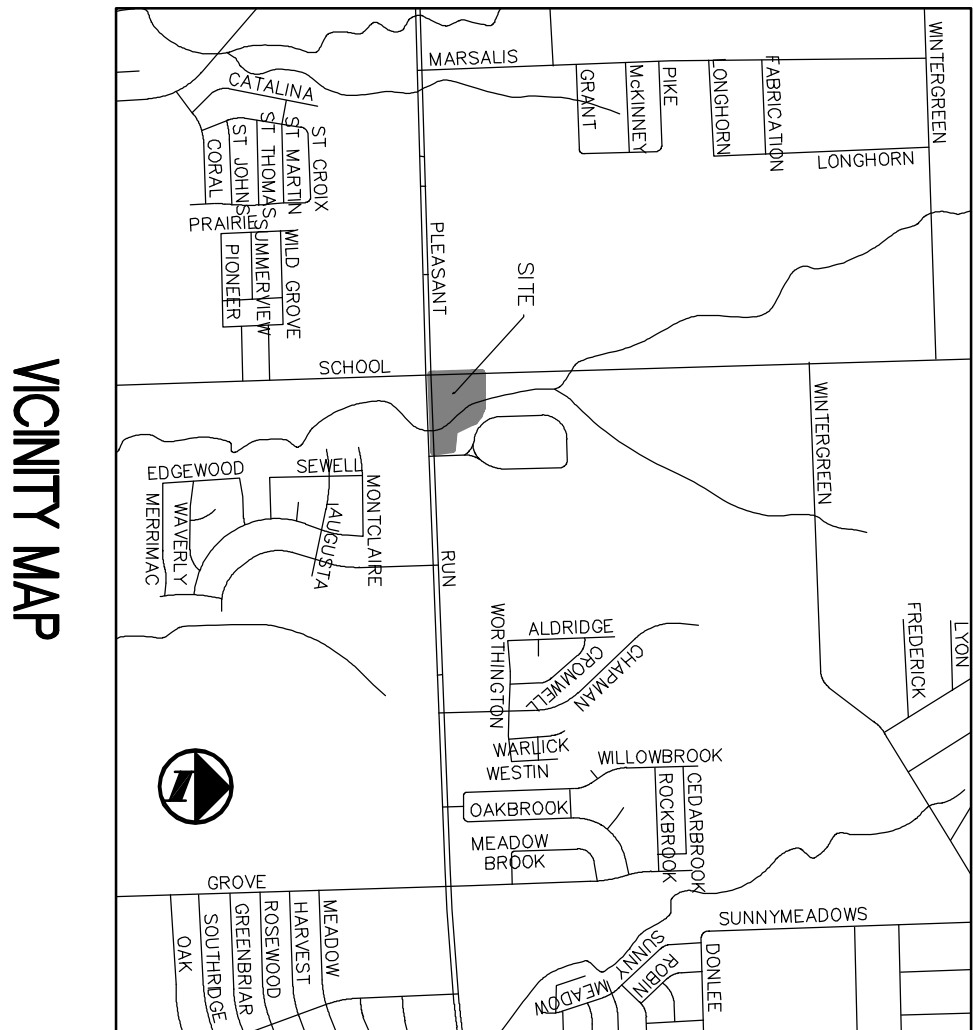
SCALE: 1"=40'

TREE LIST

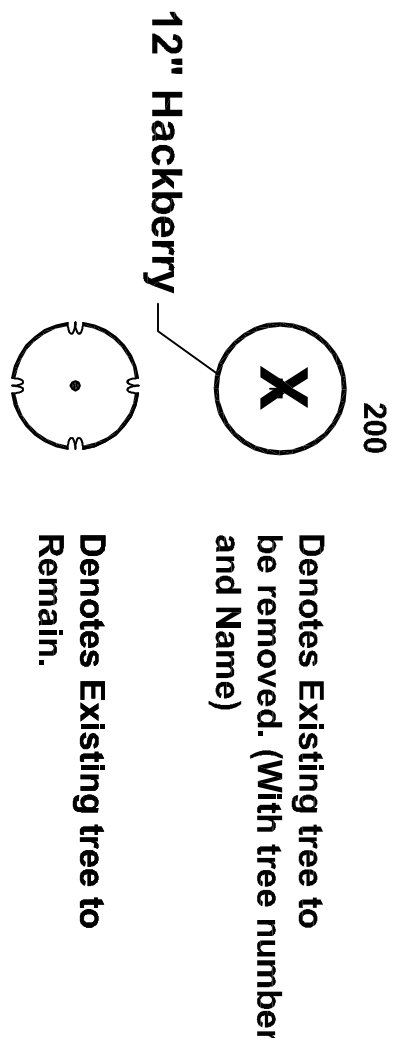
MITIGATED TREES LOT 1						
Key	Tree No.	DBH(inch)	Name	Species	Class	Factored DBH
R	8002	8	ELM	Ulmus	1	8
RS	8003	29	Oak	Quercus	1	29
RS	8004	32	CEDR	Cedrus	1	48
R	8005	6	HACKBERRY	Celtis occidentalis		
R	8009	8	ELM	Ulmus	1	8
R	8010	14	ELM	Ulmus	1	14
R	8011	13	ELM	Ulmus	1	13
R	8012	15	ELM	Ulmus	1	15
R	8013	22	CEDR	Cedrus	1	22
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R	8016	23	HACKBERRY	Celtis occidentalis	3	9.2
R	8020	15	HACKBERRY	Celtis occidentalis	3	6
R	8022	12	HACKBERRY	Celtis occidentalis	3	4.8
R	8023	12	HACKBERRY	Celtis occidentalis	3	4.8
R	8024	9	HACKBERRY	Celtis occidentalis	3	3.6
R	8025	16	HACKBERRY	Celtis occidentalis	3	6.4
R	8026	10	HACKBERRY	Celtis occidentalis	3	2.4
R	8027	6	HACKBERRY	Celtis occidentalis	3	2.4
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R	8029	6	HACKBERRY	Celtis occidentalis	3	2.4
RS	8035	45	PECAN	Carya illinoensis	5	67.5
RS	8039	48	PECAN	Carya illinoensis	5	72
R	8040	10	HACKBERRY	Celtis occidentalis	3	4
RS	8041	56	PECAN	Carya illinoensis	5	84
R	8042	10	HACKBERRY	Celtis occidentalis	3	4
R	8043	20	ELM	Ulmus	1	20
R	8044	16	ELM	Ulmus	1	16
R	8045	14	ELM	Ulmus	1	14
R	8046	14	ELM	Ulmus	1	14
R	8047	8	PECAN	Carya illinoensis	1	8
R	8048	8	HACKBERRY	Celtis occidentalis	3	3.2
R	8049	20	BLACK WALNUT	Juglans nigra	1	20

Total DBH Inches on Site	571	Total factored DBH	555.3
Total DBH Inches after Factor	555.3		
Total Inches Credited	60		
Total Inches Mitigated	495.3		

LEGEND
R Removal of protected tree
RS Removal of significant tree
NP Not protected species
NR Not removed (trees to remain on site)



EXISTING TREE LEGEND



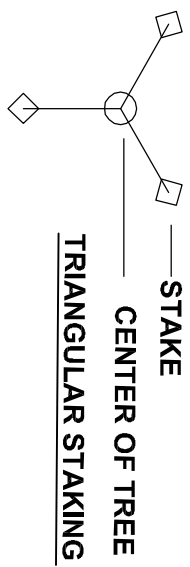
- GENERAL NOTES:
1. SEE SHEET L-2 FOR FORESTRY DETAILS.
 2. SEE SHEET L-3 FOR LANDSCAPE PLAN.
 3. SEE SHEET L-4 LANDSCAPE DETAILS.
 4. SEE SHEETS L-5 THRU L-8 FOR IRRIGATION INFORMATION.



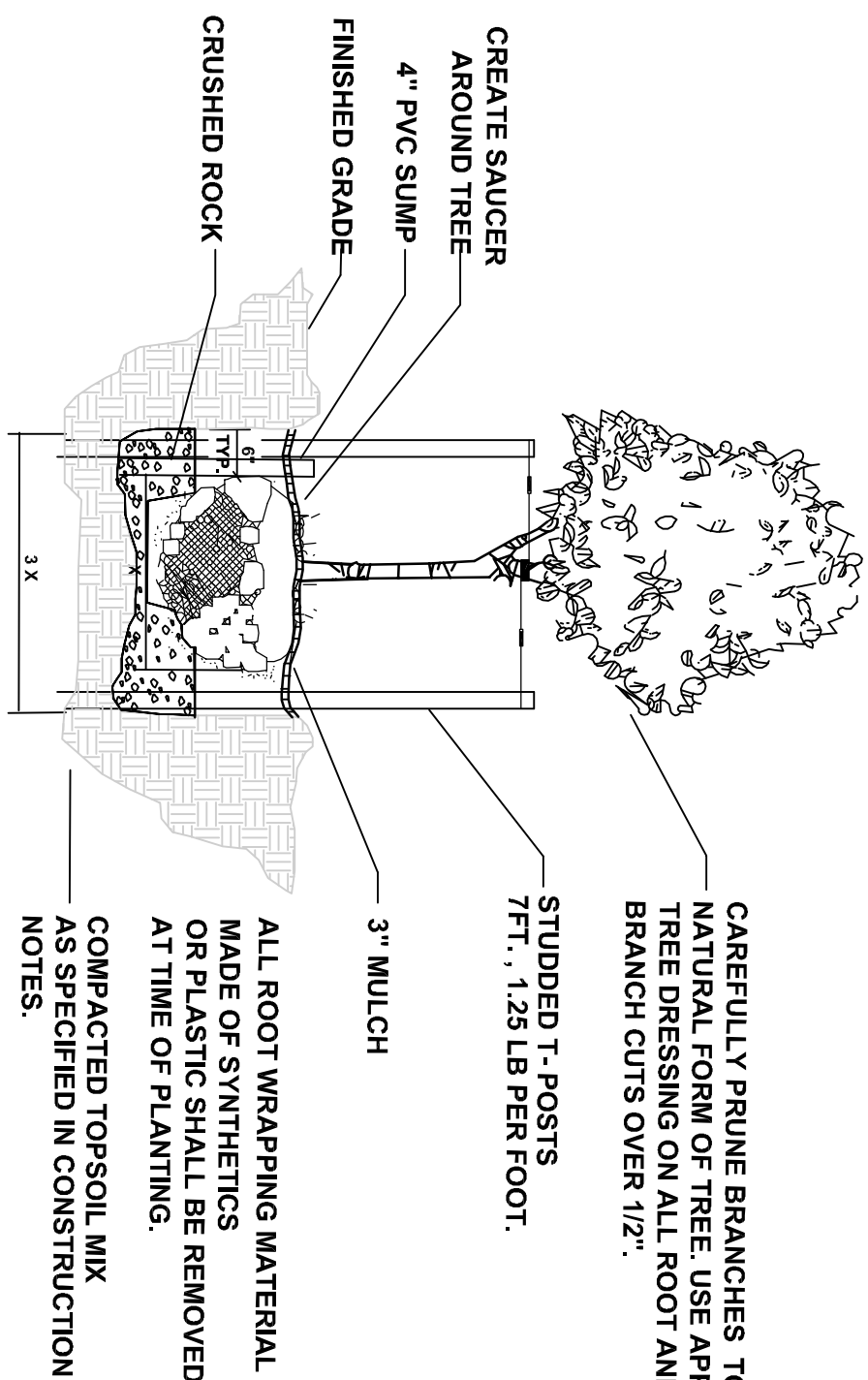
7101 BRYANT IRWIN RD. #3329
FORT WORTH, TX 76132
817.332.2912
WWW.H&BSIGN.COM

ISSUED FOR REVIEW AND BID
NOT FOR CONSTRUCTION
This document is released for the purpose of
review and bidding only, under the authority of
Mark H Swafford, P.L.A., Texas No. 1240 Dated
06/04/2020.

ZONING CASE NO. Z20-05			
NO.	DATE	REVISION	
CIV Inc.			
DESIGNER		OWNER	ENGINEER OF RECORD
LUBILA KANYINDA		CHARLES W. &	CIV Inc.
7420 Lake Front Trail		7420 Lake Front Trail	7420 Lake Front Trail
Arlington, Texas 76002		281-870-8727	Steve Williams
682-551-6960		75167 ext. 102	Woodchick, TX
dixon.kanyindad@live.com		swilliams@civ.com	
FORESTRY PLAN - 4.70 ACRES			
2281 W. PLEASANT RUN LLC			
N. HOUSTON SCHOOL ADDITION. LOTS 1 - 3, BLOCK A			
DESIGN	DRAWN	DATE	SCALE
WHS	LTS	2020	As Shown
			NOTES
			FILE
			NO.
			L-2



STAKING: FOR ALL TREES 4" CAL. AND EVERGREEN TREES 5-12 HT. GUYING: FOR ALL TREES LARGER THAN 4" CAL. AND EVERGREEN TREES LARGER THAN 12".

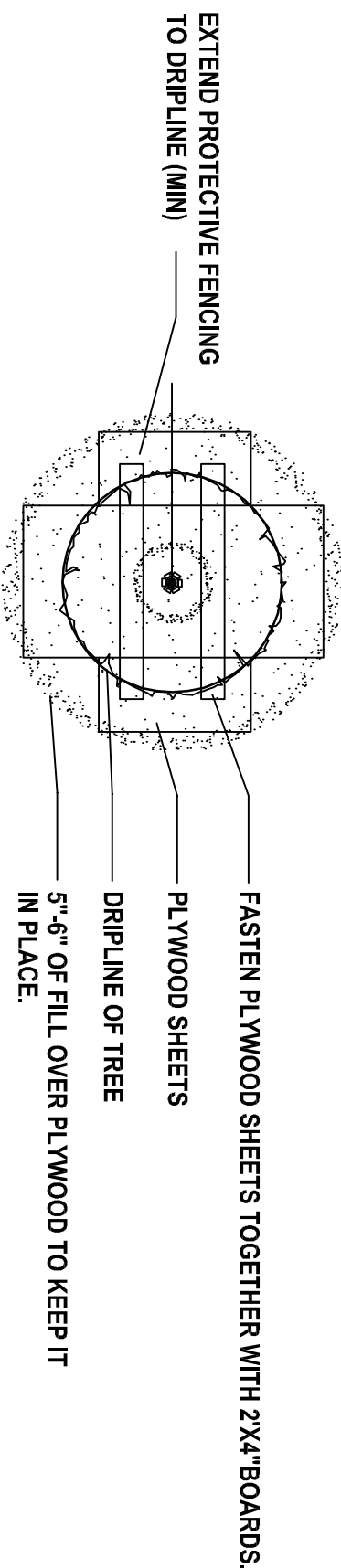
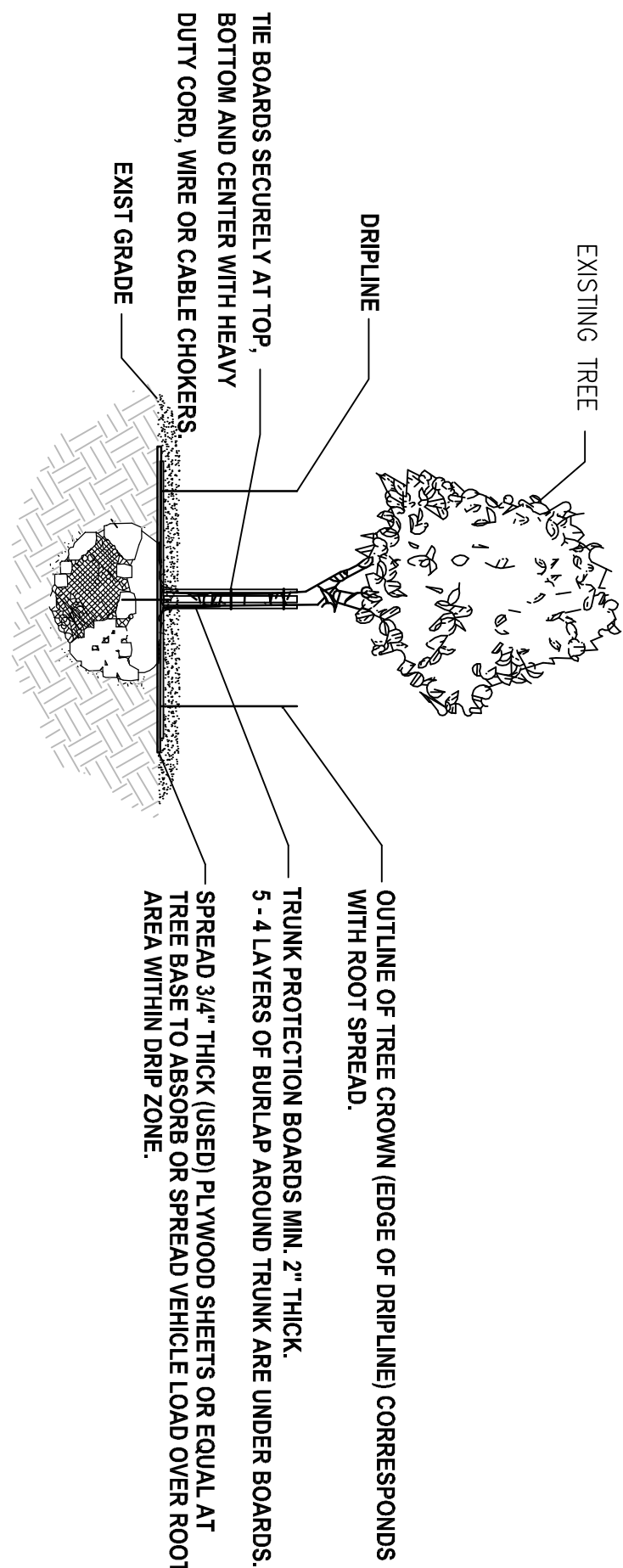


SPECIFICATIONS:

1. IT WILL BE THE CONTRACTORS RESPONSIBILITY TO MAINTAIN TREES IN A PLUMB POSITION WHETHER GUYED OR NOT, THROUGHOUT THE WARRANTY PERIOD.
2. SCARIFY SIDES OF TREE PITS TO FACILITATE WATER PERCOLATION PRIOR TO PLANTING TREES.
3. WATER ALL TREES THOROUGHLY AFTER INSTALLATION.
4. ALL NEW TREE PLANTINGS SHALL RECEIVE SLOW RELEASE AGROPERL TABLETS IN AMOUNTS OF ONE TABLET PER 1/4 CALIPHER INCH.

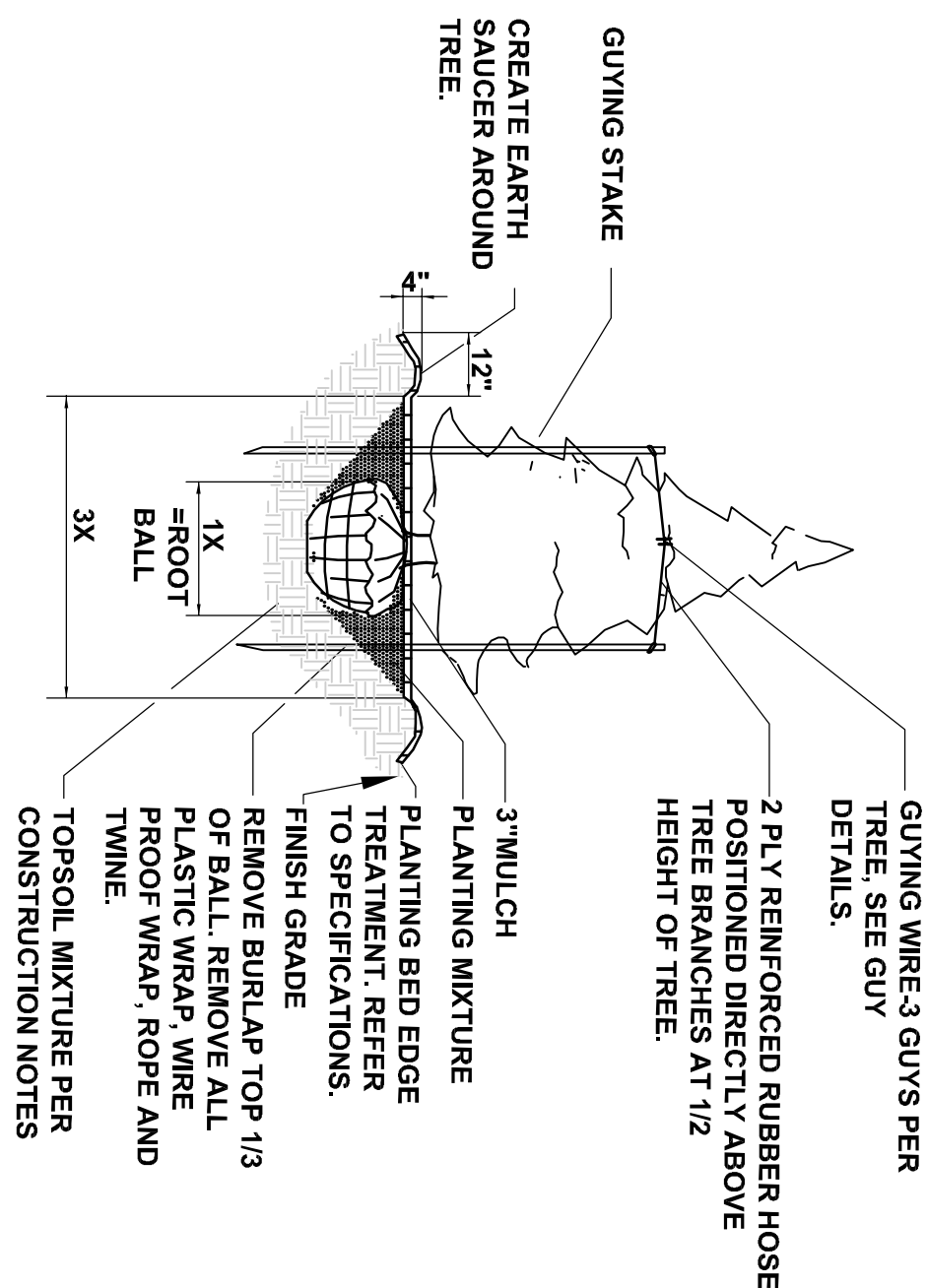
TREE PLANTING DETAIL-SECTION/ELEVATION

NTS



TREE PROTECTION - PLYWOOD

NTS

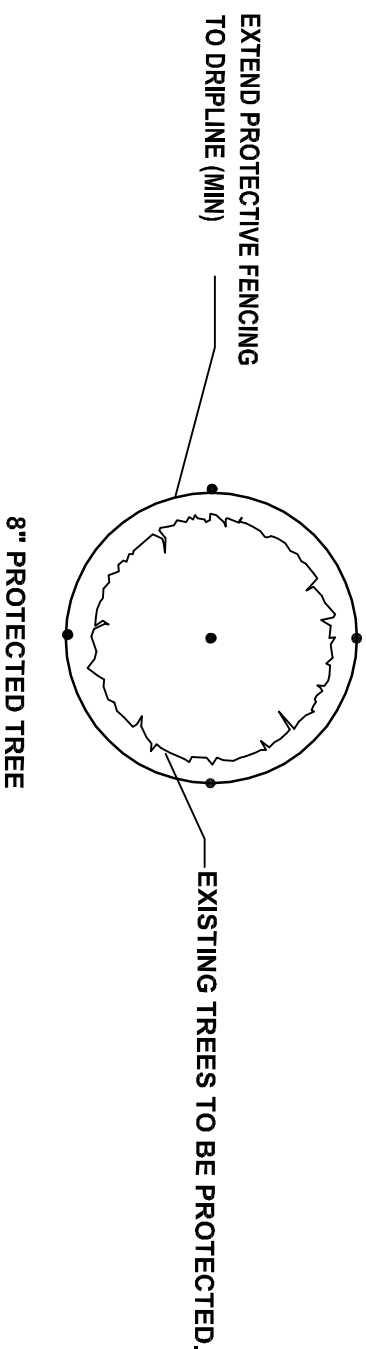
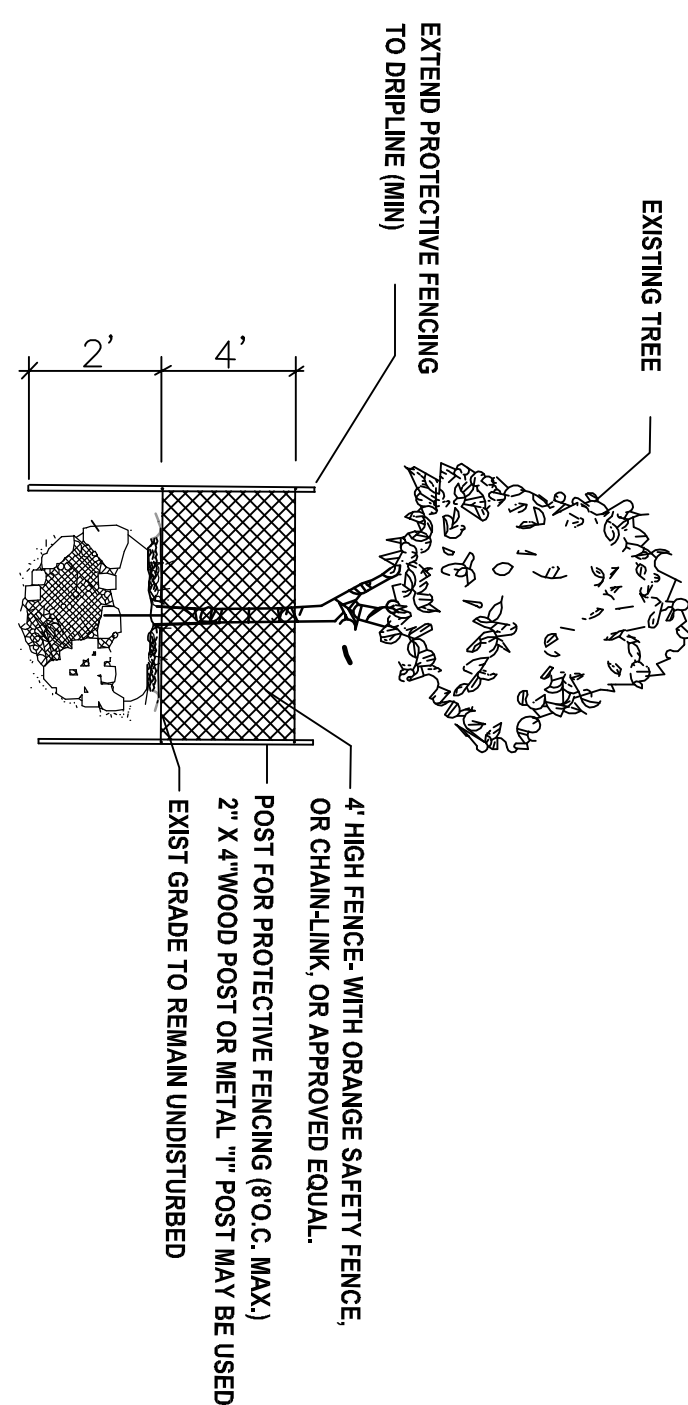


TRANSPLANTING NOTES

1. TREE HOLES SHALL BE TWICE THE SIZE OF THE ROOTBALL, BUT NO DEEPER.
2. SET TREE AT THE SAME DEPTH AT WHICH IT HAD PREVIOUSLY BEEN GROWING.
3. TREE HOLE SHALL BE BACKFILLED WITH NATIVE SOIL FROM EXISTING TREE HOLE.
4. PACK SOIL LIGHTLY AS TREE IS PLANTED.
5. PLANT TREES AND SHRUBS IN PITS 24 INCHES GREATER THAN THE DIAMETER OF THE ROOT BALL. TOP 1/3 OF BACKFILL WILL BE 20% COMPOST MIXED WITH 80% NATIVE SOIL. BOTTOM 2/3 SHALL BE 100% NATIVE SOIL. WATER THOROUGHLY FOR EVEN SETTLEMENT AND TO PREVENT AIR POCKETS.
6. AS TREE IS BACK FILLED, APPROXIMATELY HALF FILLED, ADD WATER TO SOIL TO AVOID AIR POCKETS. AROUND ROOTZONE. REPEAT PROCEDURE WHEN TREE HAS BEEN COMPLETELY BACKFILLED.
7. STAKE AND GUY ALL TREES AS PER DETAILS, THIS SHEET.
8. ALL TRANSPLANTED TREES SHALL BE WATERED AND MAINTAINED BY CONTRACTOR.
9. ROOTBALL SHALL BE A MINIMUM OF 6" PER CALIPER INCH OF TREE.
EXAMPLE: 6" CALIPER TREE SHALL HAVE A 54" DIA. ROOTBALL. 8" CALIPER TREE SHALL HAVE A 72" ROOTBALL.
10. ROOTBALLS OF TREES SHALL BE BURLAP WRAPPED PRIOR TO MOVING.
11. IF TREES ARE TO BE HELD PRIOR TO PLANTING, ROOTBALLS SHALL BE COVERED WITH NATIVE SOIL OR COMPOST, NO SAND/UST ALLOWED.
12. CONTRACTOR MAY ELECT TO USE THE TREE SPADE OR OTHER TREE MOVING EQUIPMENT AS APPROVED BY OWNER.

TREE REMOVAL / MITIGATION NOTES

1. TREES TO BE REMOVED ARE TO BE REMOVED A MINIMUM OF 6" BELOW GROUND AND SHALL BE DISPOSED OFF-SITE IN ACCORDANCE WITH FEDERAL REGULATIONS.
2. TREES TO REMAIN ARE TO BE PROTECTED DURING CONSTRUCTION, ORANGE SAFETY FENCING SHALL BE INSTALLED AT THE DRIP LINE OF ALL TREES OR TREE AREAS TO REMAIN. PARKING OF VEHICLES OR PERFORMING WORK WITHIN THESE AREAS WILL NOT BE ALLOWED. THE TREE PROTECTION SHALL REMAIN DURING CONSTRUCTION, OTHER TREE PROTECTION MEASURES SHALL BE IN ACCORDANCE WITH THE CITY OF LANCASTER'S STANDARDS AND TREE ORDINANCES.
3. IN ADDITION TO THE TREES SHOWN TO BE REMOVED, ALL UNDERSTORY GROWTH AND BRUSH FROM AROUND THESE TREES ARE TO BE REMOVED AT LEAST 6" BELOW ADJACENT FINAL GRADE. THIS MATERIAL SHALL BE SHREDDED AND DISPOSED OF OFF-SITE.
4. SELECTIVE PRUNING SHALL BE MADE OF THE EXISTING TREES TO REMAIN TO REMOVE DEAD OR DAMAGED LIMBS AND BRANCHES OF THE TREE WITH THE EXCEPTION OF REMOVAL OF MAJOR BRANCHES WHICH MAY POSE A SAFETY CONCERN. PRUNING SHALL BE COORDINATED AND REVIEWED WITH THE OWNER'S REPRESENTATIVE.
5. ADDITIONAL TREE REMOVAL MAY BE REQUIRED OF NON-PROTECTED TREES SHOWN TO REMAIN AT THE DISCRETION OF THE OWNER'S REPRESENTATIVE. AT NO ADDITIONAL COST TO THE OWNER.
6. DISPOSAL OF ANY WASTE MATERIAL SUCH AS, BUT NOT LIMITED TO PAINT, ASPHALT, OIL SOLVENTS, CONCRETE, MORTAR, ETC, WITHIN THE CANOPY AREA OF THE EXISTING SHALL NOT BE ALLOWED.
7. NO ATTACHMENTS OR WIRES OF ANY KIND OTHER THAN THOSE OF A PROTECTIVE NATURE SHALL BE ATTACHED TO ANY TREE.



TREE PROTECTION DETAIL-ELEVATION

NTS

FORESTRY DETAILS - 4.70 ACRES

2281 W. PLEASANT RUN LLCN: 11003101 SCHOOL ADDITION EO13 -

--	--

DESIGN	DRAWN	DATE	SCALE	NOTES
--------	-------	------	-------	-------

MHS	LTS	JUNE 2020	As Shown
-----	-----	-----------	----------

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LANDSCAPE IRRIGATION-WATER MANAGEMENT

7101 BRYANT IRVIN RD. #33229
 FORT WORTH, TX 76132
 817 332-7913
 WWW.LTDESIGN.COM

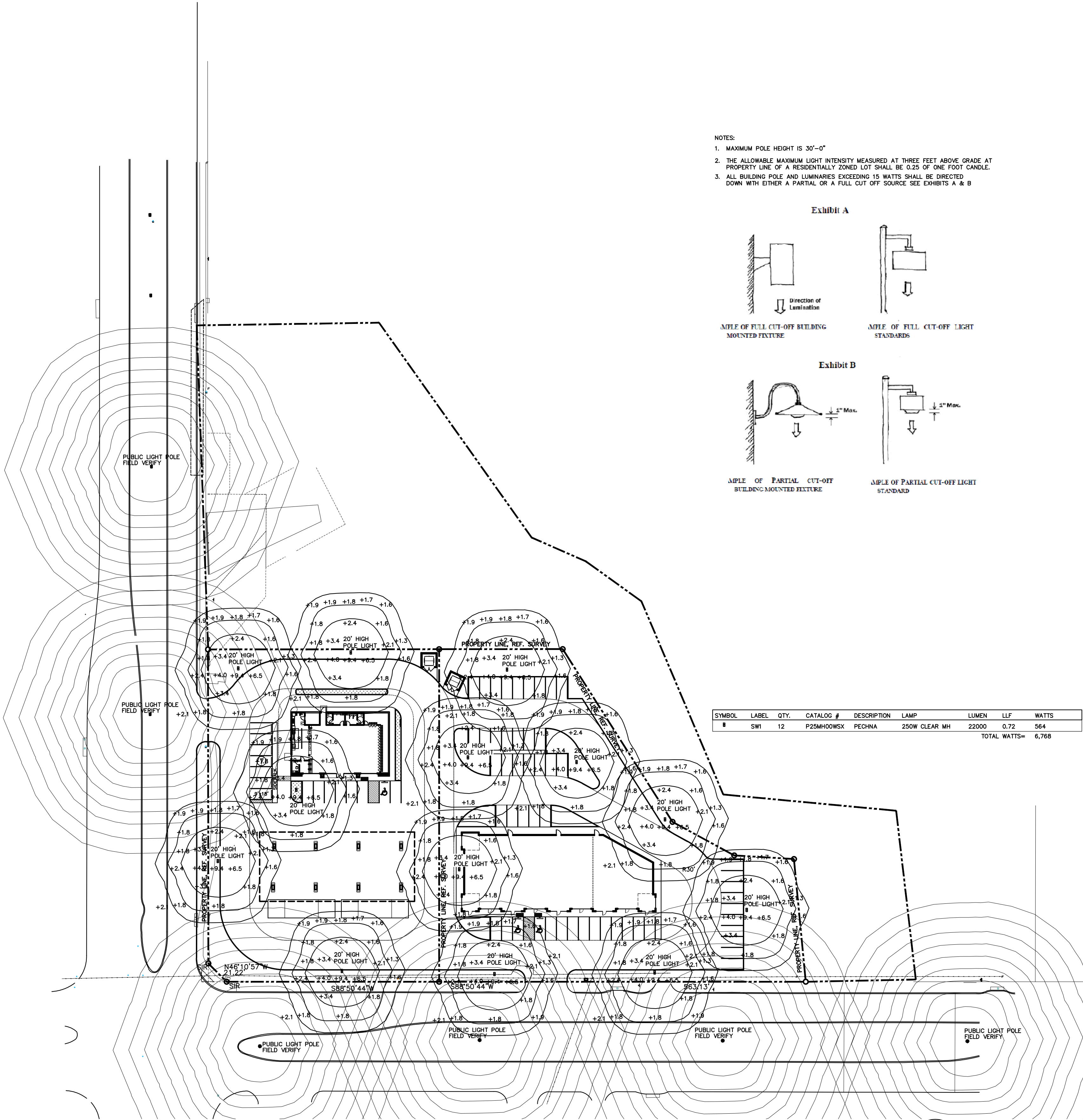
ISSUED FOR REVIEW AND BID
NOT FOR CONSTRUCTION

This document is released for the purpose of review and bidding only, under the authority of Mark H. Swafford, RLA, Texas No. 1240. Dated 05/21/2020.

FORESTRY & TREE MITIGATION DETAILS

SCALE: N.T.S.

Exhibit E



- NOTES:
1. MAXIMUM POLE HEIGHT IS 30'-0"
 2. THE ALLOWABLE MAXIMUM LIGHT INTENSITY MEASURED AT THREE FEET ABOVE GRADE AT PROPERTY LINE OF A RESIDENTIALLY ZONED LOT SHALL BE 0.25 OF ONE FOOT CANDLE.
 3. ALL BUILDING POLE AND LUMINAIRES EXCEEDING 15 WATTS SHALL BE DIRECTED DOWN WITH EITHER A PARTIAL OR A FULL CUT OFF SOURCE SEE EXHIBITS A & B

Exhibit A

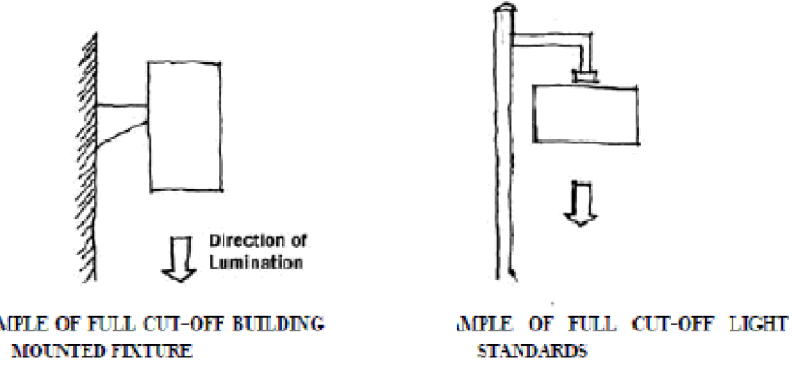
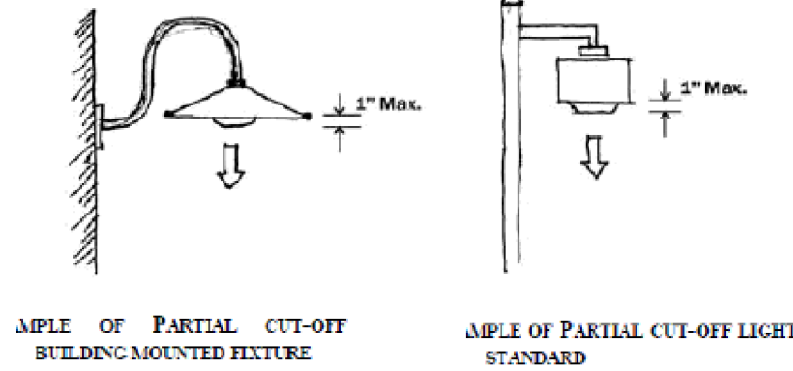
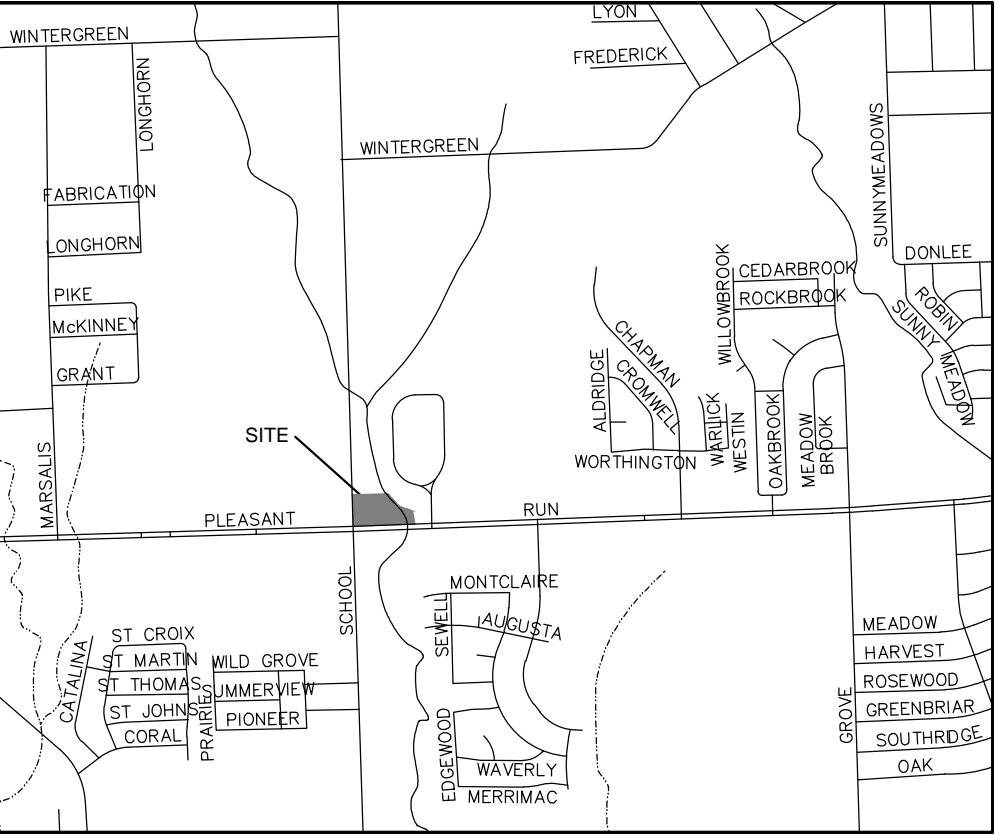


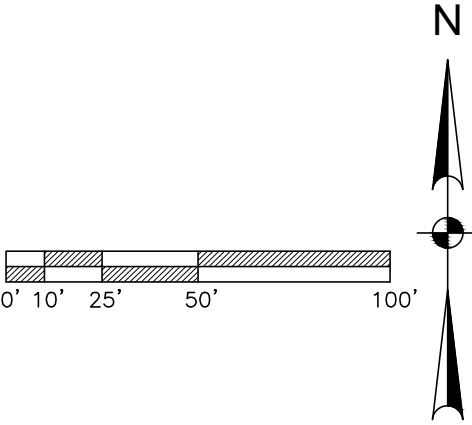
Exhibit B



SYMBOL	LABEL	QTY.	CATALOG #	DESCRIPTION	LAMP	LUMEN	LLF	WATTS
■	SW1	12	P25MH00WSX	PECHNA	250W CLEAR MH	22000	0.72	564
						TOTAL WATTS= 6,768		



VICINITY MAP (NOT TO SCALE)



01 LIGHTING PLAN
SCALE 1" = 50'-0"

ZONING CASE NO. Z20-05				PHOTOMETRIC PLAN – 4.70 ACRES						
NO.	DATE	REVISION		2281 W. PLEASANT RUN LLC						
CIV Inc.				4,000 S.F. CONVENIENCE STORE & 9,010 S.F. RETAIL SPACE						
				N. HOUSTON SCHOOL ADDITION LOTS 1 – 3, BLOCK A						
				CITY OF LANCASTER, DALLAS COUNTY, TEXAS						
DESIGNER		OWNER		ENGINEER OF RECORD						
LUBULA KANYINDA		CHARLES W. & CINDY L WALDROP II		CIV Inc.						
7420 Lake Front Trail		520 Angus Rd		Steve Williams						
Arlington, Texas 76002		Waxahachie, TX		281-870-8727						
682-551-6960				ext 102						
dixon.kanyinda@live.com				swilliams@cive.com						
DESIGN	DRAWN	DATE	SCALE	NOTES	FILE			NO.		
			1"=50'							

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





CITY OF LANCASTER

SHINING STAR OF TEXAS

Planning Department

Date: 4/21/2020

NOTICE OF PUBLIC HEARING

TO: Property Owner

RE: **Case No. Z20-05:** Conduct a public hearing and consider a zoning change from Agricultural Open (AO) to Retail (R) and a Specific Use Permit (SUP) for eight (8) fuel pumps for the property located on the north-east corner of North Houston School Road and West Pleasant Run Road. The property is addressed as 2281 West Pleasant Run Road and is described as being a 2.496 acre tract of land situated in the William Fleming Survey, Abstract Number 466, City of Lancaster, Dallas County Texas.

LOCATION: The property is located on the north-east corner of North Houston School Road and West Pleasant Run Road and is addressed as 2281 West Pleasant Run Road.

EXPLANATION OF REQUEST: The applicant is requesting to change the zoning of the property from AO to R for the development of a convenience store, retail, and restaurant. In the R district, an SUP is required in order to have more than two (2) fuel pumps. The applicant is requesting an SUP for eight (8) fuel pumps.

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

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

Highest & best use for this property with a natural green barrier to properties behind it.

SIGNATURE: *Cindy Waldrop*

ADDRESS: *1532 Houston school / 1520 Houston school*

The Planning and Zoning Commission will hold a public hearing and take action on the above case at their meeting on **Tuesday, May 5, 2020 at 7:00 pm**. The City Council will hold a public hearing and take action on the above case at their meeting on **Monday, June 22, 2020 at 7:00 pm**.

The meeting will be broadcast live via video at the following address: [<http://www.lancaster-tx.com>; agenda and minutes; watch meetings; specialty]. Public comments will be taken during the Public Testimony and Public Hearing items, respectively, and may be made by filling out a citizen comment form prior to 5:00 p.m., and calling the following telephone number: [(877) 309-2073 access code 949-725-613].

Your written comments are being solicited in the above case. Please legibly respond in ink. If the signature and/or address are missing, your comments will not be recorded. Your response must be received in the Planning Division by 5 p.m. on **Thursday, April 30, 2020** for your comments to be recorded for the Planning and Zoning Commission's meeting. Responses received after that time will be forwarded to the Commission at the public hearing. Additional information is available in the Department of Planning at 211 N. Henry Street. The public is also invited to express opinions in writing to the Planning and Zoning Commission and City Council, P.O. Box 940, Lancaster, Texas 75146.

If you have any questions concerning this request,
please contact the Planning Division
Phone 972-218-1312
FAX 972-218-3616

RETURN BY FAX OR MAIL
City of Lancaster
Planning Division
211 N Henry St
Lancaster, TX 75146-0940

18 Notices were mailed on 4/21/2020



CITY OF LANCASTER

SHINING STAR OF TEXAS

Planning Department

Date: 4/21/2020

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

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

SIGNATURE: Brenda Dandy

ADDRESS: 1105 Eastwick Drive Rowanhe Tx 76262

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CITY OF LANCASTER

SHINING STAR OF TEXAS

Planning Department

Date: 6/24/2020

NOTICE OF PUBLIC HEARING

TO: Property Owner

RE: **Case No. Z20-05:** Conduct a public hearing and consider a zoning change from Agricultural Open (AO) to Retail (R) and a Specific Use Permit (SUP) for eight (8) fuel pumps for the property located on the northeast corner of North Houston School Road and West Pleasant Run Road. The property is addressed as 2281 West Pleasant Run Road and is described as being a 4.7 acre tract of land situated in the William Fleming Survey, Abstract Number 466, City of Lancaster, Dallas County Texas.

LOCATION: The property is located on the northeast corner of North Houston School Road and West Pleasant Run Road and is addressed as 2281 West Pleasant Run Road.

EXPLANATION OF REQUEST: The applicant is requesting to change the zoning of the property from AO to R for the development of a convenience store with eight (8) fuel pumps, retail, and restaurant on the subject site.

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

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

I am in favor as long as there is a barrier wall along the creek

SIGNATURE: *Kenneth Brooks* *EAST side*

ADDRESS: *1433 Springcrest Circle*

The City of Lancaster Planning and Zoning Commission will hold a Public Hearing at their meeting on **Tuesday, July 7, 2020** at 7:00 pm in the City Council Chambers, City of Lancaster Municipal Center, 211 North Henry, Lancaster, Texas 75146. The meeting will be conducted online and meeting details will be provided on the agenda which will be posted online at <https://www.lancaster-tx.com/133/Planning-Zoning-Commission>. The City Council will hold a public hearing and take action on the above case at their meeting on **Monday, July 27, 2020** at 7:00 pm. The meeting may be conducted online or will be open to the public; meeting details will be provided on the agenda which will be posted online at <http://www.lancaster-tx.com/324/Watch-Meetings> at least 72 hours prior to the meeting's date.

Your written comments are being solicited in the above case. Please legibly respond in ink. If the signature and/or address are missing, your comments will not be recorded. Your response must be received in the Planning Division by 5 p.m. on **Thursday, July 2, 2020** for your comments to be recorded for the Planning and Zoning Commission's meeting. Responses received after that time will be forwarded to the Commission at the public hearing. Additional information is available in the Department of Planning at 211 N. Henry Street. The public is also invited to express opinions in writing to the Planning and Zoning Commission and City Council, P.O. Box 940, Lancaster, Texas 75146.

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

20 Notices were mailed on 6/24/2020

RETURN BY FAX OR MAIL
City of Lancaster
Planning Division
211 N Henry St
Lancaster, TX 75146-0940

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



FAX

To: CITY OF LANCASTER

Company:

Fax: 9722183616

Phone:

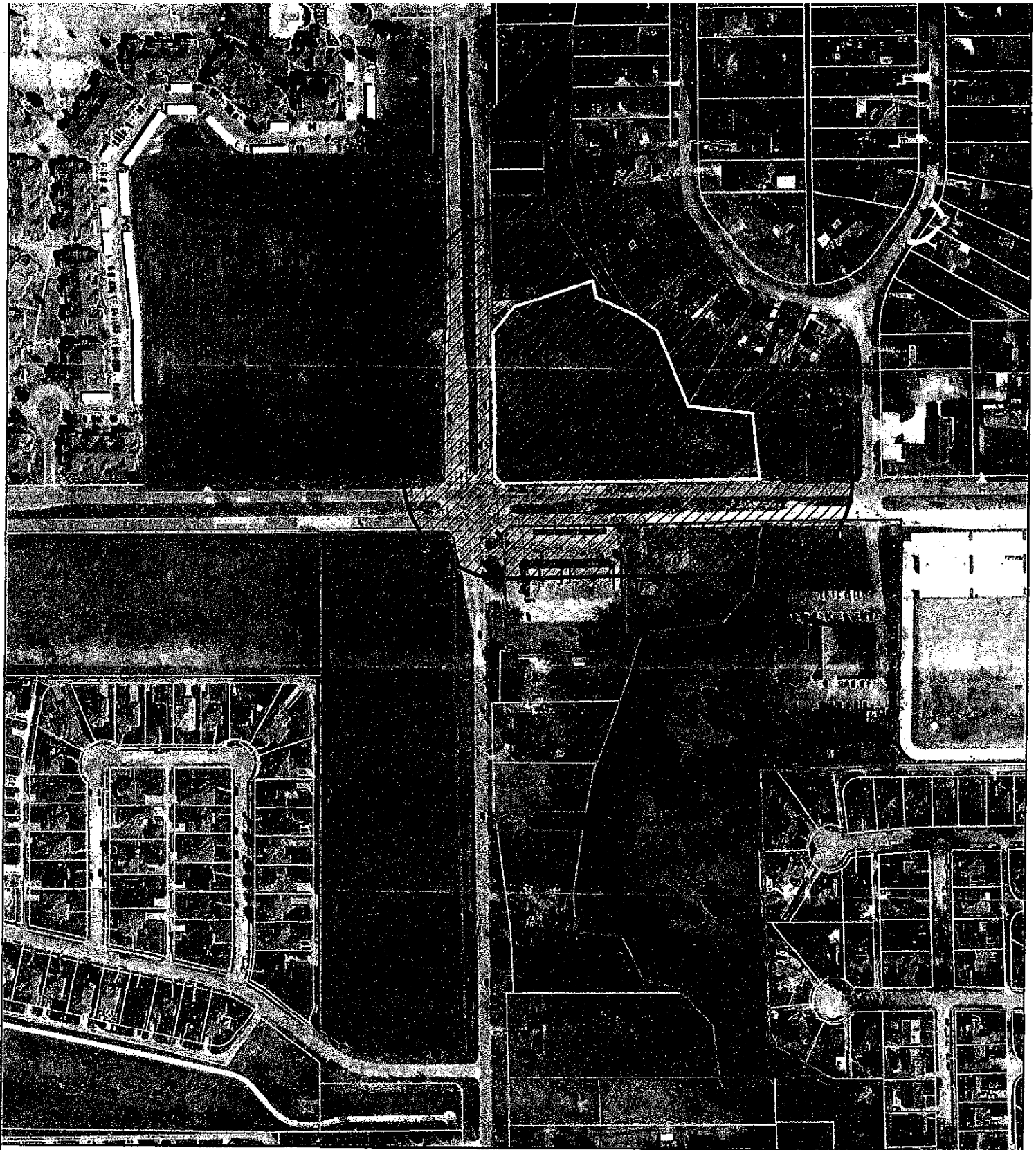
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




Fax:

Phone: + 1-972-919-9905

E-mail: ingyu.back@bankofhope.com

NOTES:



-  Parcels
-  Subject Area
-  Notification Parcels
-  200' Notification Area
-  City Limits



City of Lancaster
2281 W Pleasant Run Rd
200' Notification Area

0 135 270 540 Feet



CITY OF LANCASTER

SHINING STAR OF TEXAS

Planning Department

Date: 4/21/2020

NOTICE OF PUBLIC HEARING

TO: Property Owner

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

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

1. Traffic congestion 2. Impact of current Retail Business.
* see Attachment.

SIGNATURE: _____

ADDRESS: 2286 W pleasant run Rd, Lancaster, TX 75146

The Planning and Zoning Commission will hold a public hearing and take action on the above case at their meeting on **Tuesday, May 5, 2020 at 7:00 pm**. The City Council will hold a public hearing and take action on the above case at their meeting on **Monday, June 22, 2020 at 7:00 pm**.

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HJ SYSTEMS LLC
2286 W Pleasant Run Rd
Lancaster, TX 75146
4-27-2020

We have been owned the strip mall the above address for little over 4 years and are writing this letter to express my strong opposition to allowing Gas Station and Strip Mall in case NO Z20-05 area for the following reasons:

Traffic Congestion

Case NO Z20-05 is located in the center part of Lancaster where it serves as the main intersection connecting W Pleasant Run Rd (highway 35E) and Houston School Rd (I20).

This area is currently experiencing a traffic congestion due to the newly established International Leadership Elementary School, and with new Gas Station and Strip Mall will further worsen the current traffic congestion in this area and potentially become a safety concern for the schoolchildren in the morning and afternoon.

Impact of Current Retail Businesses

Within 1.5 mile radius of NO Z20-05, there are already more than 8 Gas Stations and 5 Convenient Stores competing vigorously to attain their customers on a daily basis. The number of suppliers for the customers' needs have exceeded a long time ago and many existing businesses are struggling to survive in this harsh environment, and any additional competitors in this area will even further worsened the continuity of the current and any new businesses as well.

Thank you so much for your help

Sincerely,

Steven Yoo and Kim Yoo
267-403-0042



CITY OF LANCASTER

SHINING STAR OF TEXAS

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

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

This intersection is ALREADY Grossly Dangerous. The traffic from the International Leadership of Texas makes it almost impossible to get out of our neighborhood since we only have one entrance/exit.

SIGNATURE: *Jetta Deane Shipes Sanchez*

ADDRESS: *1535 W. Springcrest Circle*

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

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

Safety concerns. Pumps will be close to my property.

SIGNATURE:

Angel M. Lopez

ADDRESS:

1521 W. Springcrest Cir. Lancaster TX 75131

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

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

The "city of trees" is becoming a concrete jungle -

SIGNATURE: *Mary L Rich*

ADDRESS: *1509 Springers Cir*

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RE: **Case No. Z20-05:** Conduct a public hearing and consider a zoning change from Agricultural Open (AO) to Retail (R) and a Specific Use Permit (SUP) for eight (8) fuel pumps for the property located on the north-east corner of North Houston School Road and West Pleasant Run Road. The property is addressed as 2281 West Pleasant Run Road and is described as being a 2.496 acre tract of land situated in the William Fleming Survey, Abstract Number 466, City of Lancaster, Dallas County Texas.

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EXPLANATION OF REQUEST: The applicant is requesting to change the zoning of the property from AO to R for the development of a convenience store, retail, and restaurant. In the R district, an SUP is required in order to have more than two (2) fuel pumps. The applicant is requesting an SUP for eight (8) fuel pumps.

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

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

Traffic is already backed up. Creek behind shouldn't get polluted. Visibility to hawthorn street

SIGNATURE: *Carol Johnson*

ADDRESS: *1535 W Springerest cir*

The Planning and Zoning Commission will hold a public hearing and take action on the above case at their meeting on **Tuesday, May 5, 2020 at 7:00 pm**. The City Council will hold a public hearing and take action on the above case at their meeting on **Monday, June 22, 2020 at 7:00 pm**.

The meeting will be broadcast live via video at the following address: [<http://www.lancaster-tx.com>; agenda and minutes; watch meetings; specialty]. Public comments will be taken during the Public Testimony and Public Hearing items, respectively, and may be made by filling out a citizen comment form prior to 5:00 p.m., and calling the following telephone number: [(877) 309-2073 access code 949-725-613].

Your written comments are being solicited in the above case. Please legibly respond in ink. If the signature and/or address are missing, your comments will not be recorded. Your response must be received in the Planning Division by 5 p.m. on **Thursday, April 30, 2020** for your comments to be recorded for the Planning and Zoning Commission's meeting. Responses received after that time will be forwarded to the Commission at the public hearing. Additional information is available in the Department of Planning at 211 N. Henry Street. The public is also invited to express opinions in writing to the Planning and Zoning Commission and City Council, P.O. Box 940, Lancaster, Texas 75146.

If you have any questions concerning this request,
please contact the Planning Division
Phone 972-218-1312
FAX 972-218-3616

18 Notices were mailed on 4/21/2020

RETURN BY FAX OR MAIL

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

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





CITY OF LANCASTER

SHINING STAR OF TEXAS

Planning Department

Date: 5/13/2020

NOTICE OF PUBLIC HEARING

TO: Property Owner

RE: **Case No. Z20-05:** Conduct a public hearing and consider a zoning change from Agricultural Open (AO) to Retail (R) for the property located on the northeast corner of North Houston School Road and West Pleasant Run Road. The property is addressed as 2281 West Pleasant Run Road and is described as being a 2.496 acre tract of land situated in the William Fleming Survey, Abstract Number 466, City of Lancaster, Dallas County Texas.

LOCATION: The property is located on the northeast corner of North Houston School Road and West Pleasant Run Road and is addressed as 2281 West Pleasant Run Road.

EXPLANATION OF REQUEST: The applicant is requesting to change the zoning of the property from AO to R for the development of a convenience store with eight (8) fuel pumps, retail, and restaurant on the subject site.

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

"PLEASE SEE ATTACHED NOTE"

SIGNATURE: *RD*

ADDRESS: *1515 W. Springcrest Circle Lancaster, Texas 75134*

The City of Lancaster Planning and Zoning Commission will hold a Public Hearing at their meeting on **Tuesday, June 2, 2020** at 7:00 pm in the City Council Chambers, City of Lancaster Municipal Center, 211 North Henry, Lancaster, Texas 75146. The City Council will hold a public hearing and take action on the above case at their meeting on **Monday, June 22, 2020 at 7:00 pm**. The meeting may be conducted online or will be open to the public; meeting details will be provided on the agenda which will be posted online at <https://www.lancaster-tx.com/133/Planning-Zoning-Commission> at least 72 hours prior to the meeting's date.

Your written comments are being solicited in the above case. Please legibly respond in ink. If the signature and/or address are missing, your comments will not be recorded. Your response must be received in the Planning Division by 5 p.m. on **Tuesday, May 26, 2020** for your comments to be recorded for the Planning and Zoning Commission's meeting. Responses received after that time will be forwarded to the Commission at the public hearing. Additional information is available in the Department of Planning at 211 N. Henry Street. The public is also invited to express opinions in writing to the Planning and Zoning Commission and City Council, P.O. Box 940, Lancaster, Texas 75146.

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

16 Notices were mailed on 5/13/2020

RETURN BY FAX OR MAIL

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

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



This is not a good location
for a convenience store, retail, and
restaurant. We do not want that
type of business in the middle of
our neighborhood. It will create
too much traffic, parking issues,
and added crimes to our neighborhood,
which is why we are
OPPOSED to the zoning request.

Thank You



CITY OF LANCASTER

SHINING STAR OF TEXAS

Planning Department

Date: 6/24/2020

NOTICE OF PUBLIC HEARING

TO: Property Owner

RE: **Case No. Z20-05:** Conduct a public hearing and consider a zoning change from Agricultural Open (AO) to Retail (R) and a Specific Use Permit (SUP) for eight (8) fuel pumps for the property located on the northeast corner of North Houston School Road and West Pleasant Run Road. The property is addressed as 2281 West Pleasant Run Road and is described as being a 4.7 acre tract of land situated in the William Fleming Survey, Abstract Number 466, City of Lancaster, Dallas County Texas.

LOCATION: The property is located on the northeast corner of North Houston School Road and West Pleasant Run Road and is addressed as 2281 West Pleasant Run Road.

EXPLANATION OF REQUEST: The applicant is requesting to change the zoning of the property from AO to R for the development of a convenience store with eight (8) fuel pumps, retail, and restaurant on the subject site.

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

COMMENTS: ☒ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS: *heavy traffic at the site, and for the safety of school children*

SIGNATURE: *Candida Alba*

ADDRESS: *1555 W. Springcrest Lancaster TX 75134*

The City of Lancaster Planning and Zoning Commission will hold a Public Hearing at their meeting on **Tuesday, July 7, 2020** at 7:00 pm in the City Council Chambers, City of Lancaster Municipal Center, 211 North Henry, Lancaster, Texas 75146. The meeting will be conducted online and meeting details will be provided on the agenda which will be posted online at <https://www.lancaster-tx.com/133/Planning-Zoning-Commission>. The City Council will hold a public hearing and take action on the above case at their meeting on **Monday, July 27, 2020** at 7:00 pm. The meeting may be conducted online or will be open to the public; meeting details will be provided on the agenda which will be posted online at <http://www.lancaster-tx.com/324/Watch-Meetings> at least 72 hours prior to the meeting's date.

Your written comments are being solicited in the above case. Please legibly respond in ink. If the signature and/or address are missing, your comments will not be recorded. Your response must be received in the Planning Division by 5 p.m. on **Thursday, July 2, 2020** for your comments to be recorded for the Planning and Zoning Commission's meeting. Responses received after that time will be forwarded to the Commission at the public hearing. Additional information is available in the Department of Planning at 211 N. Henry Street. The public is also invited to express opinions in writing to the Planning and Zoning Commission and City Council, P.O. Box 940, Lancaster, Texas 75146.

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

20 Notices were mailed on 6/24/2020

RETURN BY FAX OR MAIL

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

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





CITY OF LANCASTER

SHINING STAR OF TEXAS

Planning Department

Date: 6/24/2020

NOTICE OF PUBLIC HEARING

TO: Property Owner

RE: **Case No. Z20-05:** Conduct a public hearing and consider a zoning change from Agricultural Open (AO) to Retail (R) and a Specific Use Permit (SUP) for eight (8) fuel pumps for the property located on the northeast corner of North Houston School Road and West Pleasant Run Road. The property is addressed as 2281 West Pleasant Run Road and is described as being a 4.7 acre tract of land situated in the William Fleming Survey, Abstract Number 466, City of Lancaster, Dallas County Texas.

LOCATION: The property is located on the northeast corner of North Houston School Road and West Pleasant Run Road and is addressed as 2281 West Pleasant Run Road.

EXPLANATION OF REQUEST: The applicant is requesting to change the zoning of the property from AO to R for the development of a convenience store with eight (8) fuel pumps, retail, and restaurant on the subject site.

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

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

SIGNATURE:

ADDRESS:

Letta Wione Snipes
1531 W. Springcrest Ln Lancaster TX 75134

The City of Lancaster Planning and Zoning Commission will hold a Public Hearing at their meeting on **Tuesday, July 7, 2020 at 7:00 pm** in the City Council Chambers, City of Lancaster Municipal Center, 211 North Henry, Lancaster, Texas 75146. The meeting will be conducted online and meeting details will be provided on the agenda which will be posted online at <https://www.lancaster-tx.com/133/Planning-Zoning-Commission> The City Council will hold a public hearing and take action on the above case at their meeting on **Monday, July 27, 2020 at 7:00 pm**. The meeting may be conducted online or will be open to the public; meeting details will be provided on the agenda which will be posted online at <http://www.lancaster-tx.com/324/Watch-Meetings> at least 72 hours prior to the meeting's date.

Your written comments are being solicited in the above case. Please legibly respond in ink. If the signature and/or address are missing, your comments will not be recorded. Your response must be received in the Planning Division by 5 p.m. on **Thursday, July 2, 2020** for your comments to be recorded for the Planning and Zoning Commission's meeting. Responses received after that time will be forwarded to the Commission at the public hearing. Additional information is available in the Department of Planning at 211 N. Henry Street. The public is also invited to express opinions in writing to the Planning and Zoning Commission and City Council, P.O. Box 940, Lancaster, Texas 75146.

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

20 Notices were mailed on 6/24/2020

RETURN BY FAX OR MAIL

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

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



I own 2 properties in the affected area:
1525 W. Springcrest Cir and
1531 W. Springcrest Cir

The proposed property project is in a already congested intersection. With the strip center on the Southeast Corner Combined with the International Leadership Academy School, traffic ~~is~~ makes it almost impossible for our neighborhood to Enter/Exit onto Pleasant Run. Children have to walk to and from this school and added traffic will make it more dangerous than it is now.

Mills Branch Creek Borders the eastern boundary of this property. Has there been an environmental study done to the impact of runoff from the proposed "gas station/store", Motor oil, gasoline.

Light Pollution - there are nesting owls & hawks on this creek.

I can sit in my Backyard on any evening and hear the car crashes at that intersection. That will definitely increase. *Jetta D. Shipps Early*
This is not good for this Area.

CITY OF LANCASTER'S BOARDS AND COMMISSIONS

Planning & Zoning Commission

3.

Meeting Date: 07/07/2020

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

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

Submitted by: Bester Munyaradzi, Senior Planner

Agenda Caption:

Z20-05B Conduct a public hearing and consider a Specific Use Permit (SUP) for eight (8) fuel pumps for the property located on the northeast corner of North Houston School Road and West Pleasant Run Road. The property is addressed as 2281 West Pleasant Run Road and is described as being a 4.7 acre tract of land situated in the William Fleming Survey, Abstract Number 466, City of Lancaster, Dallas County Texas.

Background:

1. **Location and Size:** The property is located on the northeast corner of North Houston School Road and West Pleasant Run Road and is addressed as 2281 West Pleasant Run Road. The property is approximately 4.7 acres in size.
2. **Current Zoning:** The subject property is currently zoned Agricultural Open.
3. **Adjacent Properties:**
North: Agricultural Open (AO) - Vacant land
South: Retail (R) - Plaza Center and Agricultural Open (AO) - Single family home
East: Neighborhood Services (NS) - Vacant land
West: Medical Overlay District - Vacant land
4. **Comprehensive Plan Compatibility:** The Future Land Use Plan of the Comprehensive Plan identifies this site as suitable for Commercial Corridor uses. The request is consistent with the Future Land Use Plan of the Comprehensive Plan.

Operational Considerations:

This is a companion item to Z20-05A; it is an SUP request for a convenience store with eight (8) fuel dispensers on proposed Lot 2 as shown on the attached Site Plan. The Lancaster Development Code (LDC) requires an SUP in the Retail zoning district for more than two (2) fuel dispensers. The current zoning only allows for single-family detached homes, farming, and ranching-related activities and accessory uses.

Pursuant to Section 14.1101 of the Lancaster Development Code (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 City's Future Land Use Plan of the Comprehensive Plan identifies this site as suitable for commercial development. The Commercial Corridor focuses on

single and multi-tenant commercial development 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 cars from nearby neighborhoods. The subject property is a corner lot and fronts two (2) (Type B 100 feet wide) Major Arterials, and is readily accessible for cars. Gas stations are all uses that will provide everyday goods and services to residents in the immediate vicinity to the north, south, east and west of the subject site.

Potential Impact on Adjacent Development: The subject property is currently undeveloped. The properties to the north and west are undeveloped; the property to the south is a shopping strip; and the properties to the east are a mixture of vacant lots and a residential subdivision. The proposed development will service existing surrounding developments as at least 20% of the sales area will be dedicated to a full deli kitchen, fresh produce, and dairy products. The proposed development will be screened from the immediate residential subdivision to the northeast by means of a six (6) feet landscape buffer and a six (6) feet brick wall.

Availability of utilities and access: The subject property is served by City of Lancaster sewer and water. The applicant will be responsible for connecting to those utilities.

Site conditions such as vegetation, topography, flood plain: The site is currently undeveloped. Upon construction of this site, factors such as vegetation, topography and flood plain issues will be addressed as part of the civil review before construction.

Timing of Development as it relates to Lancaster's Capital Improvement Plan: According to the Master Thoroughfare Plan, Pleasant Run Road is proposed to be a 100 feet Major Arterial Type B right-of-way (ROW). Pleasant Run Road is currently approximately 90 feet and the applicant will be dedicating 10 feet of rights-of-way.

Based upon an analysis of the five (5) considerations that must be taken into consideration when reviewing a change in zoning application, the SUP request for eight (8) fuel pumps will positively impact adjacent properties by providing daily services to neighboring properties. There will also be sufficient landscaping and screening between this proposed development and the residential subdivision to the northeast.

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:

On April 26, 2020, a notice for this public hearing appeared in the Focus Daily Newspaper. Staff also mailed 18 notifications of this public hearing to property owners within 200 feet of the subject site and zoning signs were placed on the property. There were two (2) letters received in support and five (5) letters received in opposition of this request.

- Section 14.208 City Council, Subsection (e) states that, "Whenever such written protest is signed by the owners of twenty (20) percent or more of the area of the lots or land included in such zoning change, or of the lots or land immediately adjoining the same and within the above mentioned two hundred (200) feet radius, such change in zoning shall require a favorable vote of three-fourths (3/4) of all the members of the Council."

27% of the owners of lots within 200 feet of the site have submitted a letter in opposition to this request. Therefore, a favorable vote of three-fourths (3/4) of all the members of the Council would be required for approval of this request.

Options/Alternatives:

1. The Planning and Zoning Commission may recommend approval of the SUP request, if companion item Z20-05A is recommended for approval.
2. The Planning and Zoning Commission may recommend approval of the SUP request with changes and state those changes if Z20-05A is recommended for approval.
3. The Planning and Zoning Commission may recommend denial of the request.

Recommendation:

Staff recommends approval of the SUP request for a gas station with eight (8) fuel pumps subject to the approval of companion item Z20-05A.

Attachments

Location Map

Site Plan

Photometric Plan

Landscape Plan

Elevation Plan

Comprehensive Plan Excerpt

Letters in Support (2)

Letters in Opposition (5)

City of Lancaster

2281 W Pleasant Run Rd
Zoned: A-O (Agricultural Open)



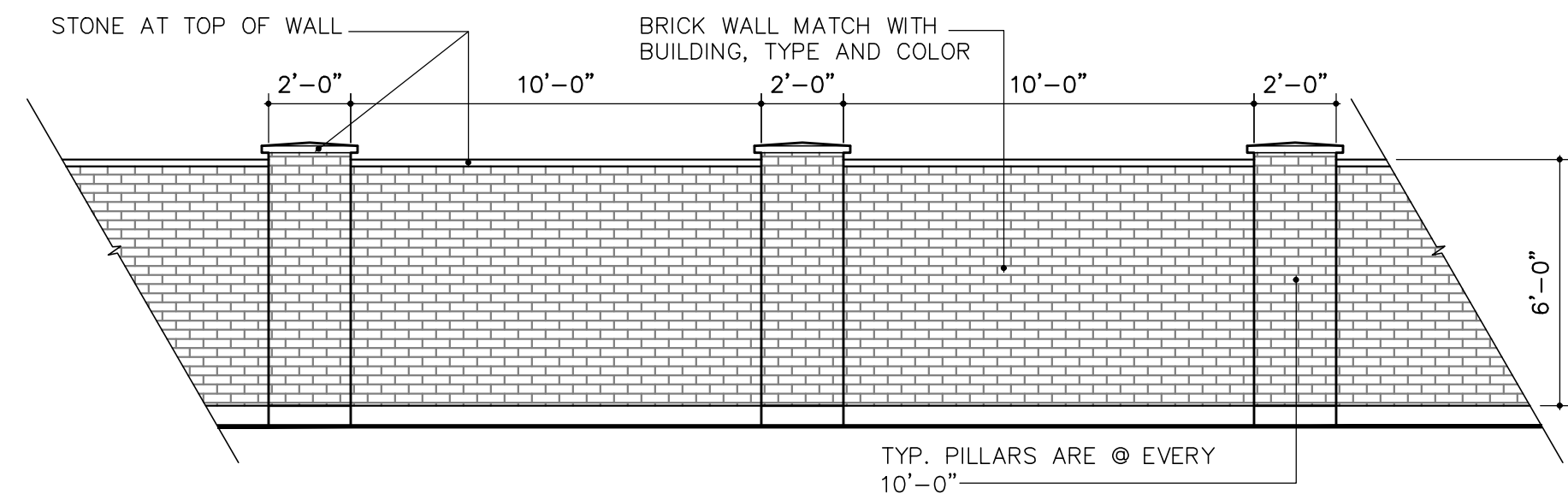
Legend

-  City Limits
-  Parcels

0 50 100 200 Feet

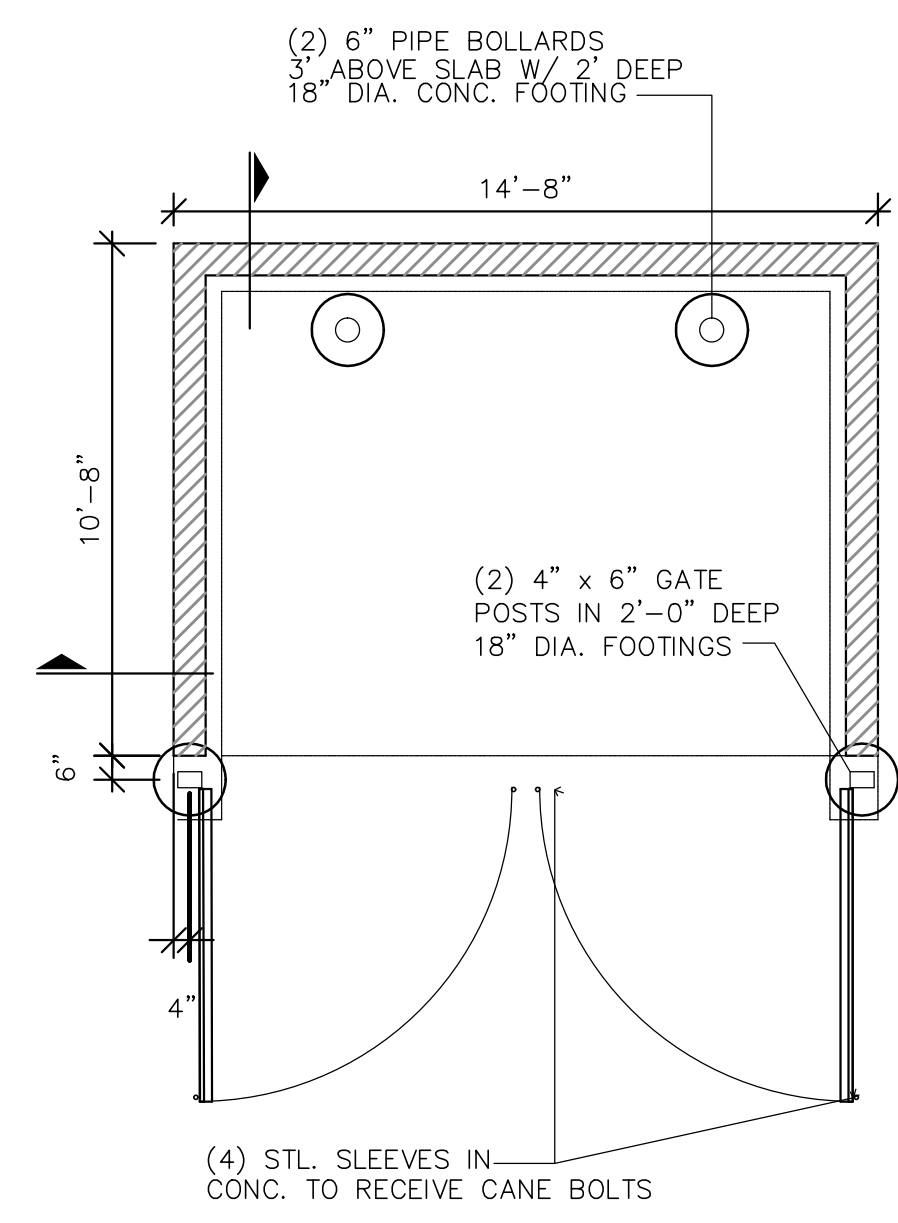
date: 06/16/2020





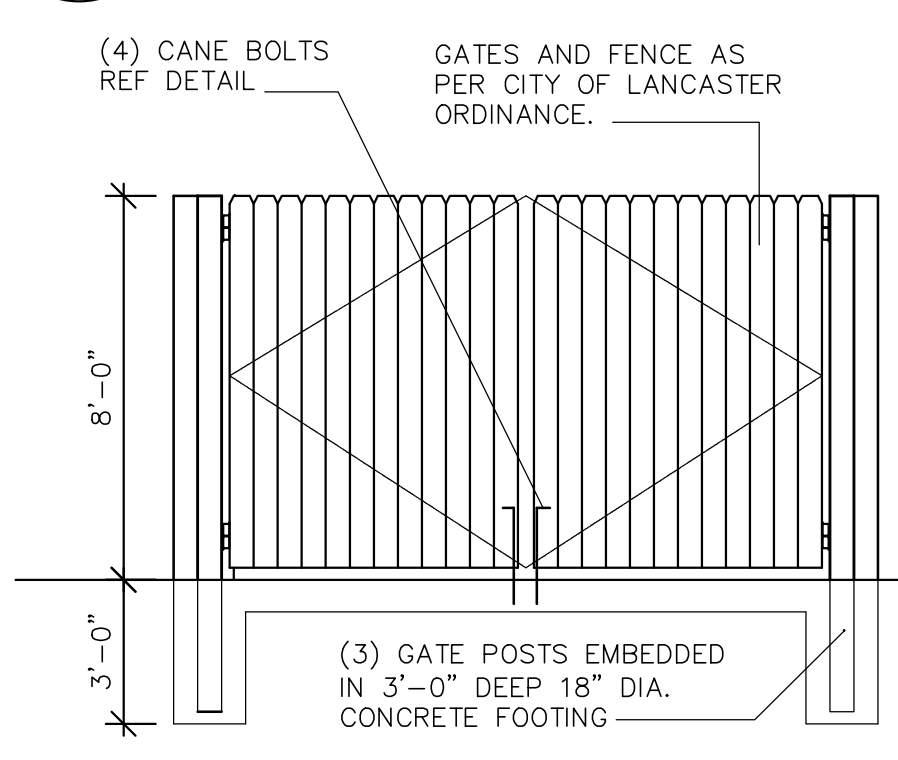
05 SCREEN WALL ELEVATION

SCALE 1/4" = 1'-0"



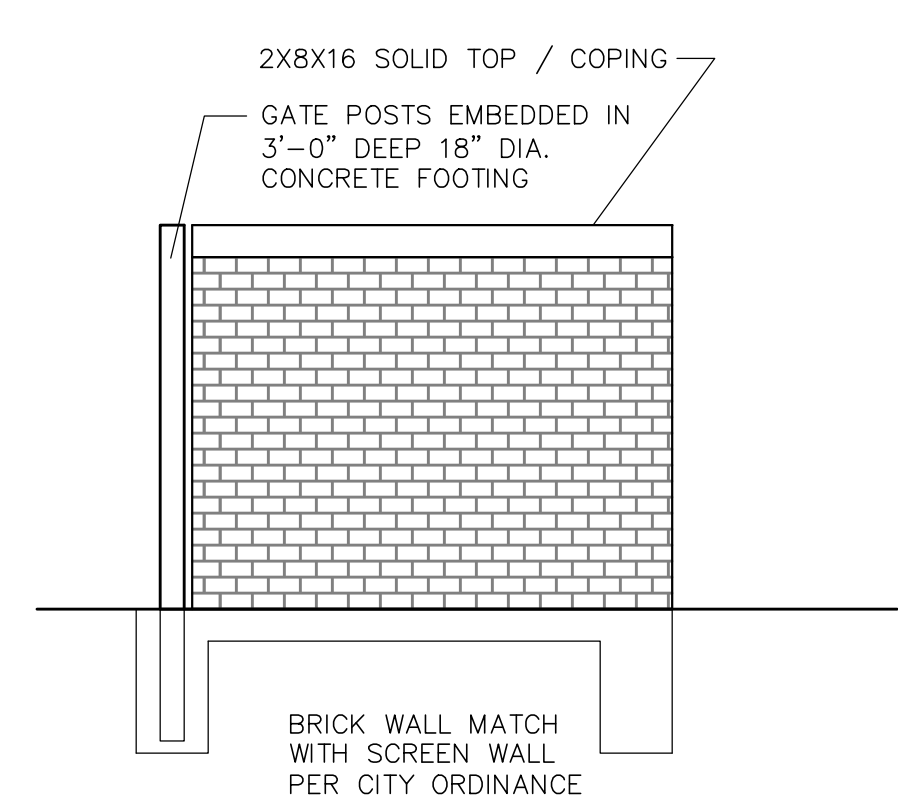
04 FLOOR PLAN

SCALE 1/4" = 1'-0"



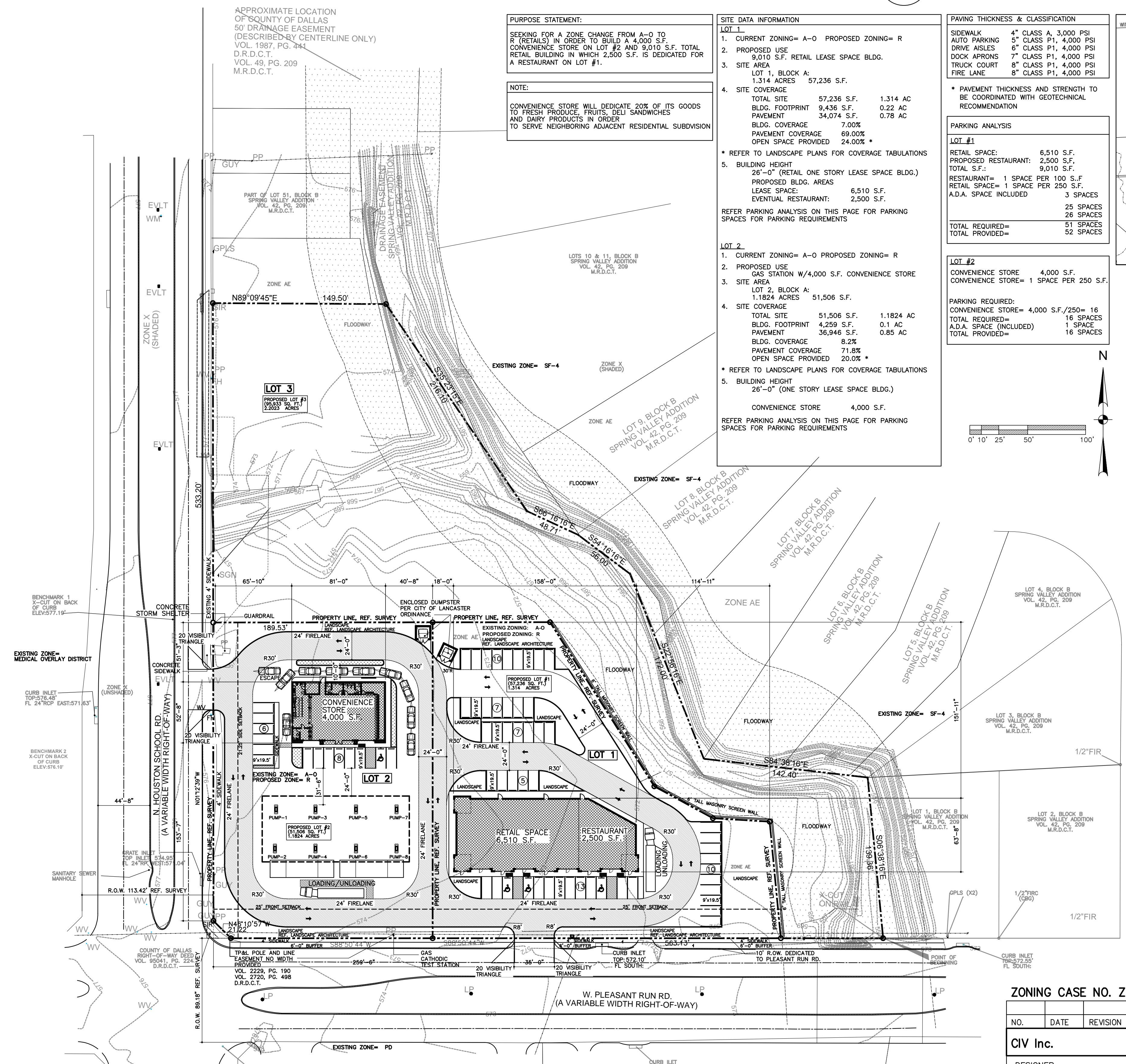
03 ELEVATION

SCALE 1/4" = 1'-0"



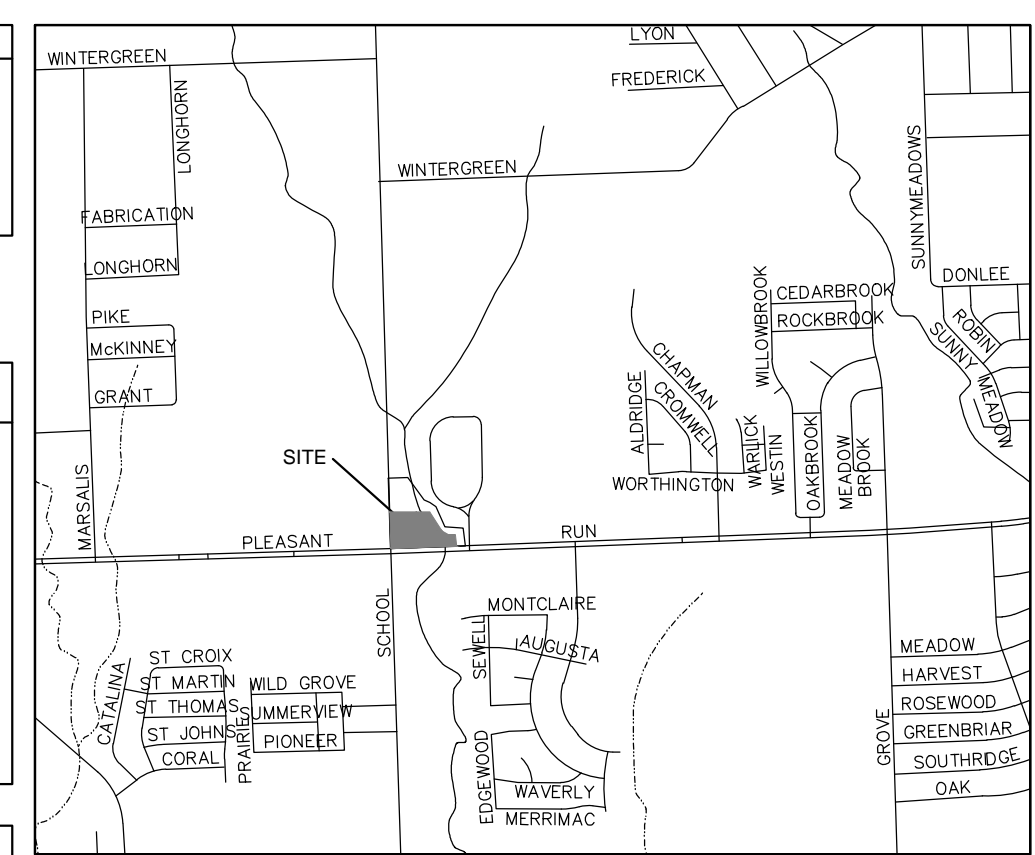
02 ELEVATION

SCALE 1/4" = 1'-0"

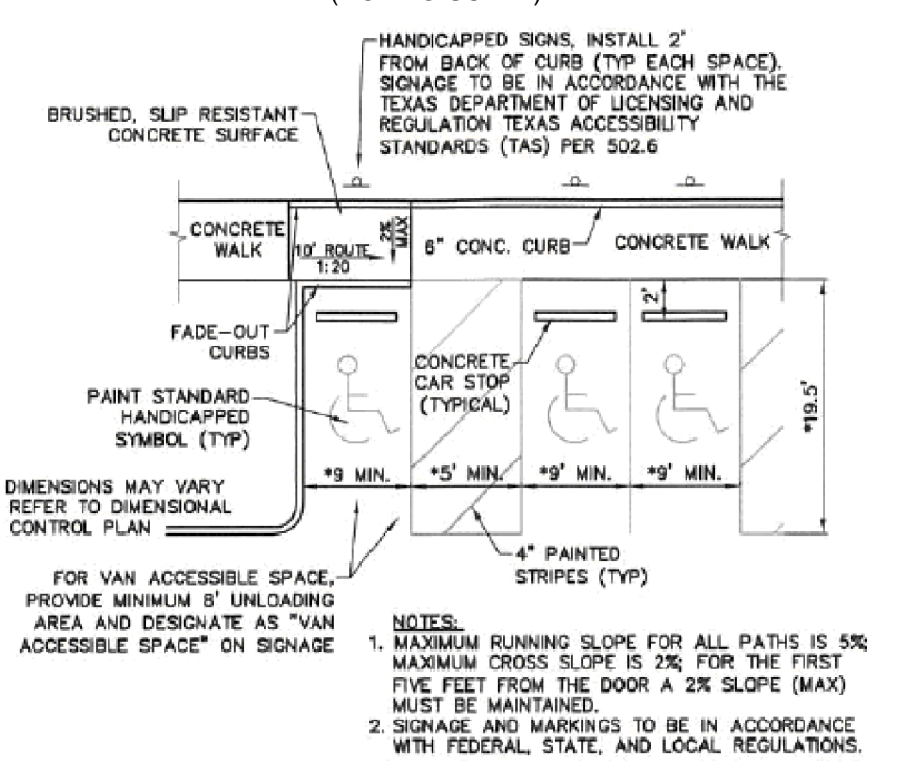


01 SITE PLAN

SCALE 1" = 50'-0"



VICINITY MAP (NOT TO SCALE)



90° HANDICAP PARKING & ACCESS ROUTE

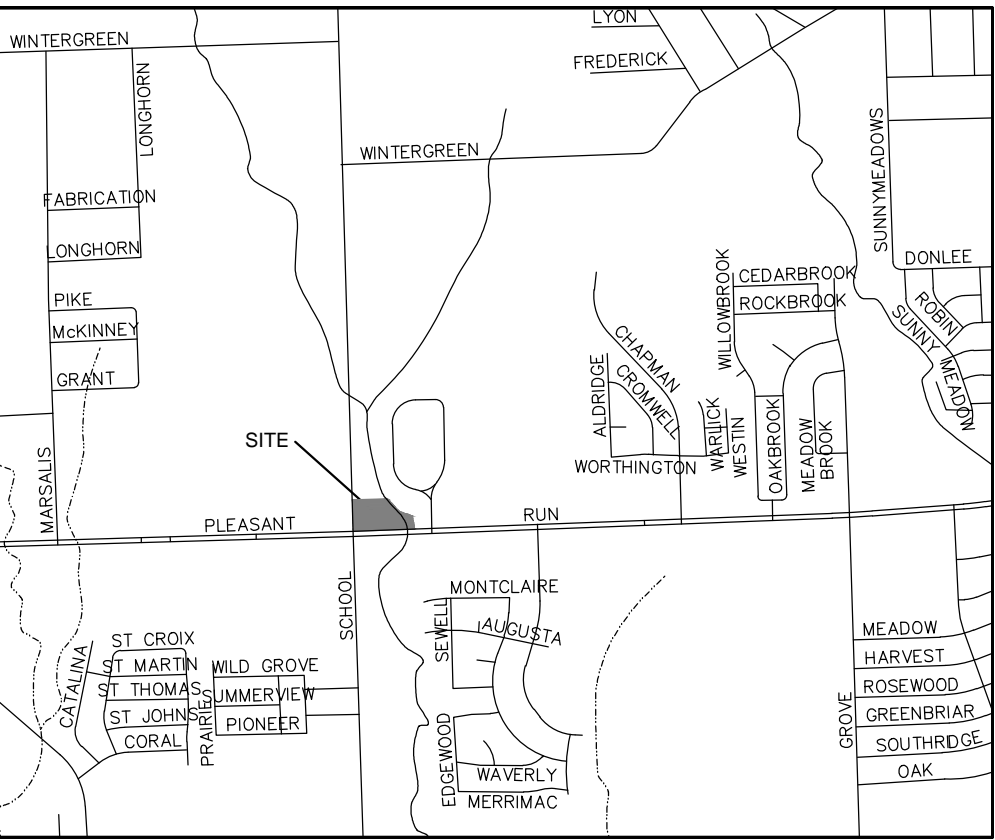
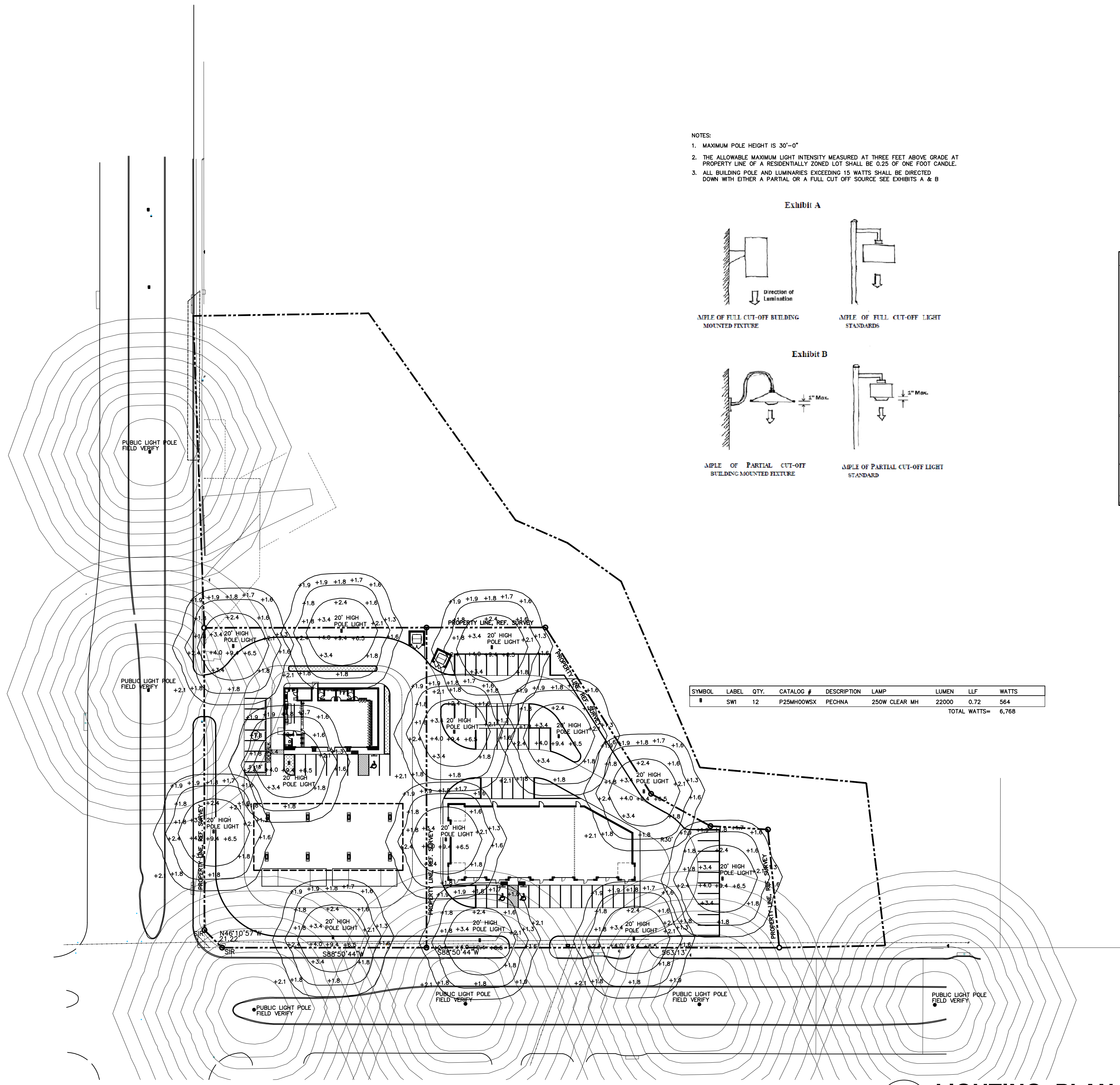
NOT TO SCALE (PRIVATE ONLY)

GENERAL NOTES:

1. ALL WORK, UNLESS OTHERWISE NOTED, SHALL CONFORM TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION ISSUED BY THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS AND THE CITY OF LANCASTER STANDARD CONSTRUCTION SPECIFICATIONS.
2. DUMPSTERS TO BE ROLL-OFF CONTAINERS LOCATED ALONG THE BUILDING WALL IN THE TRUCK COURT. EXACT LOCATIONS TO BE DETERMINED BY BUILDING TENANTS. THESE LOCATIONS WILL BE 4' BELOW FINISHED FLOOR WHICH WILL FURTHER SCREEN THEM FROM VIEW.
3. LIGHTING PLAN TO BE DESIGN/BUILD BY MEP.
4. THE SITE IS DESIGNATED BY FEMA TO BE LOCATED IN "ZONE X" AND OUTSIDE OF THE 100-YEAR FLOOD PLAN.
5. EXACT LOCATION OF SECURITY FENCING TO BE OF SECURITY FENCING TO BE DETERMINED BY BUILDING TENANTS.
6. PROJECT SHALL BE REGISTERED WITH TDLR FOR ADA ACCESSIBILITY PRIOR TO BUILDING PERMITS BEING ISSUED.

ZONING CASE NO. Z20-05

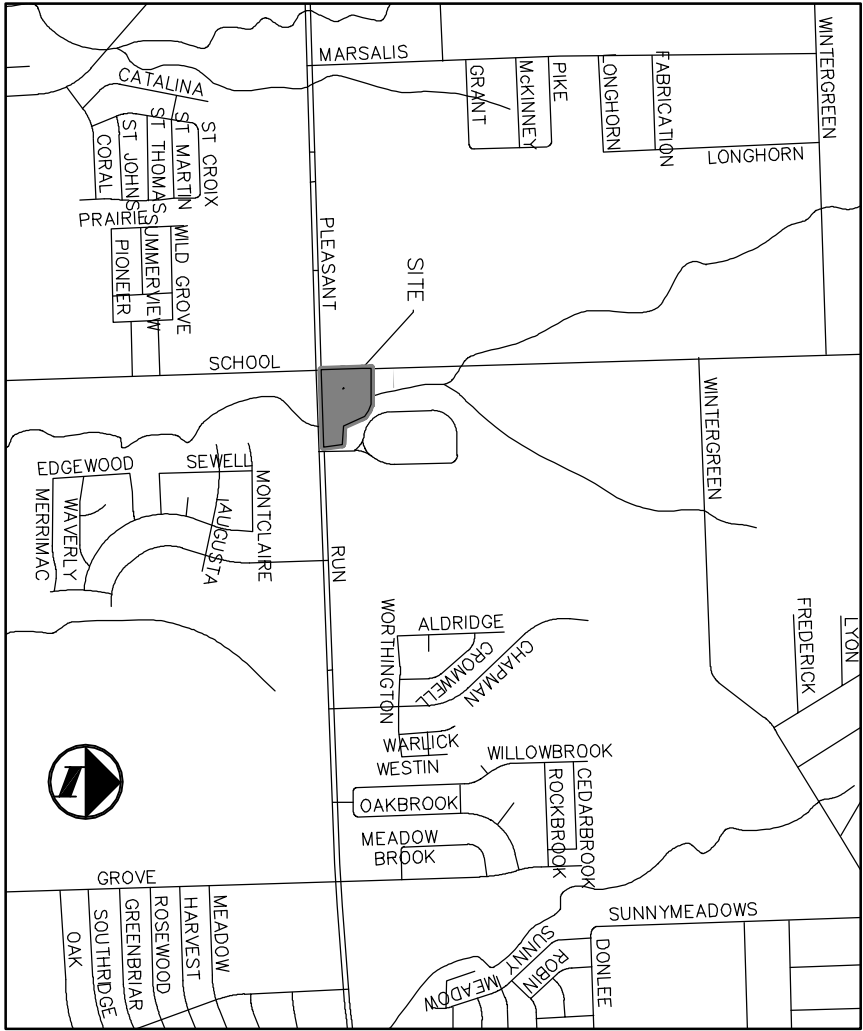
NO.			DATE			REVISION		
CIV Inc.			DESIGNER			OWNER		
LUBULA KANYINDA			CHARLES W. & CINDY L. WALDROP II			ENGINEER OF RECORD		
7420 Lake Front Trail			Arlington, Texas 76002			CIV Inc.		
682-551-6960			dixon.kanyinda@live.com			281-870-8727		
						ext 102		
						swilliams@civ.com		
SITE PLAN - 4.70 ACRES			2281 W. PLEASANT RUN LLC			4,000 S.F. CONVENIENCE STORE & 9,010 S.F. RETAIL SPACE		
			N. HOUSTON SCHOOL ADDITION LOTS 1 - 3, BLOCK A			CITY OF LANCASTER, DALLAS COUNTY, TEXAS		
DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.		
			1"=50'					



ZONING CASE NO. Z20-05

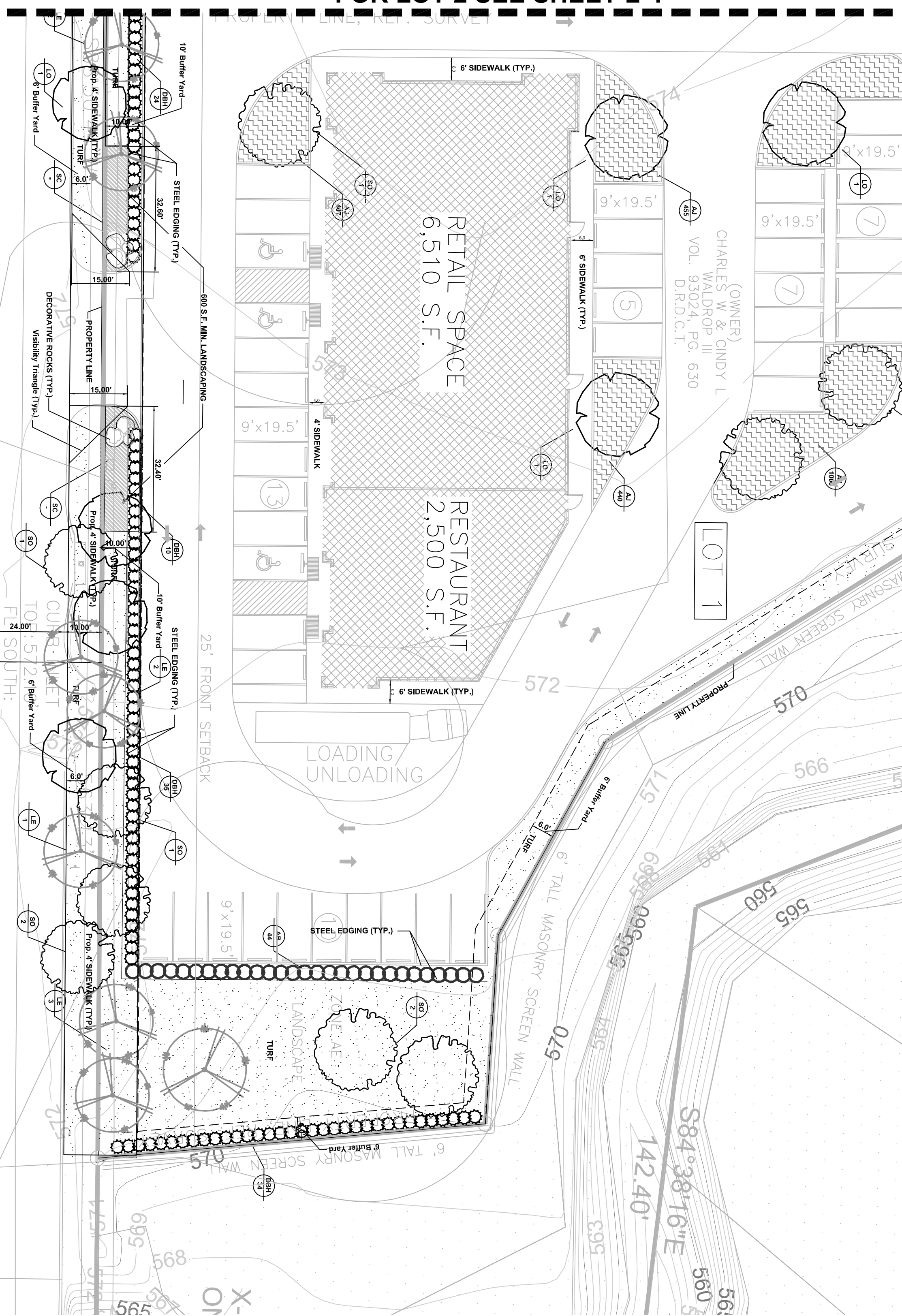
			PHOTOMETRIC PLAN – 4.70 ACRES						
NO.	DATE	REVISION	2281 W. PLEASANT RUN LLC						
CIV Inc.			4,000 S.F. CONVENIENCE STORE & 9,010 S.F. RETAIL SPACE						
			N. HOUSTON SCHOOL ADDITION LOTS 1 – 3, BLOCK A						
			CITY OF LANCASTER, DALLAS COUNTY, TEXAS						
DESIGNER		OWNER	ENGINEER OF RECORD						
LUBULA KANYINDA		CHARLES W. & CINDY L WALDROP II	CIV Inc.						
7420 Lake Front Trail		520 Angus Rd	Steve Williams		DESIGN		DRAWN	DATE	
Arlington, Texas 76002		Waxahachie, TX	281–870–8727					SCALE	
682–551–6960			ext 102					NOTES	
dixon.kanyinda@live.com			swilliams@cive.com					FILE	
								NO.	
							1"=50'		

LOT 1 - PLANT LIST			
QTY	KEY	BOTANICAL NAME	COMMON NAME
7	SO	Quercus shumardii	Shumard Oak
7	CM	Ulmus parvifolia	Lanceola Elm
5	LO	Lagerflora indica 'Tascanora'	Crepe Myrtle
5	LO	Abutilon triflorum	Abutilon
231	GRH	line column 'Burford Holly'	Dwarf Burford Holly
16	NRS	line x 'Mulle R. Stevens'	Mulle R. Stevens Holly
39	AS	Abelia 'Wave of Silver'	Abelia grandiflora 'Hopley'
2,297 S.F.	AI	Trochodendron araliifolium	Asian Jasmine
664 S.F.	SC	Vernis	Seasonal Color
1,314 S.F.	AI	Burmisa Blood Soil	Seasonal Color
18 C.Y.	AI	Landscape Mulch	Seasonal Color
180 L.F.	AI	4" Steel Edging	Seasonal Color
MISCELLANEOUS ITEMS			
See specifications, Section 02340			
See specifications, Section 02340			
See specifications, Section 02340			



VICINITY MAP
SCALE: N.T.S.

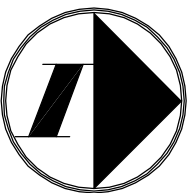
PLANT LIST



FOR LOT 2 SEE SHEET L-4

LANDSCAPE PLAN

SCALE: 1"=20'



0' 10' 20' 40'
SCALE: 1" = 20'

- Shumard Oak
- Live Oak
- Lacebark Elm
- Dwarf Burford Holly
- Abelia grandiflora 'Hopley'
- Crape Myrtle
- Nellie R. Stevens Holly
- Decorative Rock(s) (Typ.)
- Seasonal Color
- Asian Jasmine
- Bermuda Grass
- Proposed Plant Count

ZONING CASE NO. Z20-05

CIV INC.

DESIGNER

OWNER

ENGINEER OF RECORD

DATE

REVISION

NO.

LANDSCAPE PLAN - 4.70 ACRES

2281 W. PLEASANT RUN LLC

4,000 S.F. CONVENIENCE STORE & 9,010 S.F. RETAIL SPACE

N. HOUSTON SCHOOL ADDITION LOTS 1 - 3, BLOCK A

CITY OF LANCASTER, DALLAS COUNTY, TEXAS

DESIGN

DRAWN

DATE

SCALE

NOTES

FILE

NO.

MHS

LTS

JUNE

As Shown

2020-07

L-5

ISSUED FOR REVIEW AND BID
NOT FOR CONSTRUCTION

This document is released for the purpose of review and bidding only, under the authority of Mark H. Swafford, F.L.A. Texas No. 1240, date 06/04/2020.

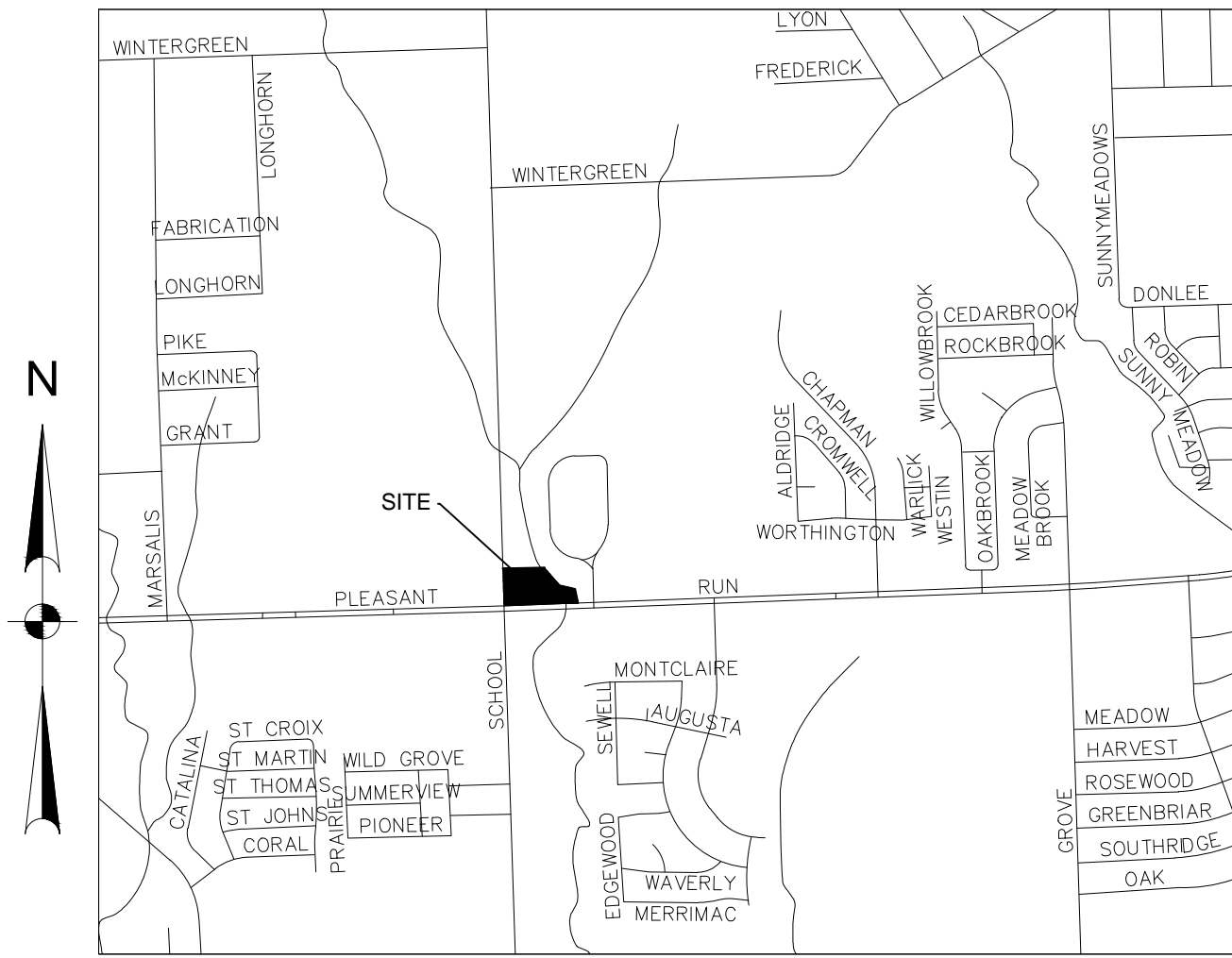
7101 BRYANT RUN RD. #32229
DALLAS, TEXAS 75230
817.332.9314, TX 75232
WWW.LTDESIGN.COM

LANDSCAPE IRRIGATION WATER MANAGEMENT
LT DESIGN GROUP

3400 W. CAMPBELL AVE. SUITE 100
DALLAS, TEXAS 75243
817.332.9314, TX 75243
WWW.LTDESIGN.COM

COMPUTATION NOTES:
1. NO REQUIRED PARKING TREES MAY BE LOCATED MORE THAN 90' FROM THE TRUNK OF
2. ALL PLANTER ISLANDS SHALL CONTAIN A MINIMUM OF ONE (1) WITH REMAINING AREA
IN SHRUBS, GROUND COVER, GRASSES, OR SEASON COLOR.
3. TWO ORNAMENTAL TREES MAY BE SUBSTITUTED FOR ONE (1) REQUIRED LARGE TREE.

LOT SIZE: 51,780 S.F.	57,236.00 S.F. (+/- 1.31 AC.)
BUFFER YARD (6 FT wide)	5,713.38 S.F.
LANDSCAPE AREA	57,236.00 S.F. (+/- 1.31 AC.)
REQUIRED LANDSCAPE	57,236.00 S.F. (+/- 1.31 AC.)
(20% LOT SIZE AREA)	57,236.00 S.F. x .20 = 11,447.20 S.F.
LANDSCAPE AREA REQUIRED	11,447.20 S.F.
LANDSCAPE AREA PROVIDED	13,869.16 S.F.
STREET FRONTAGE AREA	5,672.41 S.F. - Pleasant Run Rd.
LARGE TREE REQ'D. FOR FRONTAGE YARD AREA =	ONE (1) TREE PER 50 FEET OF STREET FRONTAGE.
LARGE TREES REQUIRED (494.49/50=9)	9.00 EA.
LARGE TREES PROVIDED	9.00 EA.
EX. TREES RETAINED	N/A
THE REMAINING STREET YARD LESS THAN 10,000 S.F. MUST BE PLANTED WITH LARGE TREE PER THOUSAND S.F., OR FRACTION THEREOF, OF STREET FRONTAGE.	
LARGE TREES REQUIRED (6672.41/1000=6.67)	6.00 EA.
LARGE TREES PROVIDED	6.00 EA.
PARKING AREA REQUIREMENTS	
% OF PARKING BETWEEN BLDG FACADE	
25.75% = 20 S.F. PER PARKING STALL @ 53 EA. 1,100.00 S.F.	
RETAIL 59 STALLS = 1,220 S.F.	
RESTAURANT = 250 S.F. @ 17%	
53 SPACES PROVIDED	20 S.F. x 51 STALLS = 1,020 S.F. RETO.
	20 S.F. x 55 STALLS = 1,100 S.F. PRVD.
	1,100 S.F. PROVIDED
STREET YARD SHRUB REQUIREMENTS	
1 (5 GAL.) SHRUB/50 S.F. OF REQUIRED LANDSCAPE AREA	
SHRUBS REQUIRED	11,447.20 S.F. / 50 = 228.94 SHRUBS REQ'D
SHRUBS PROVIDED	231.00 EA.
GROUND COVER REQUIRED	1,144.72 S.F.
GROUND COVER PROVIDED	2,569.37 S.F.



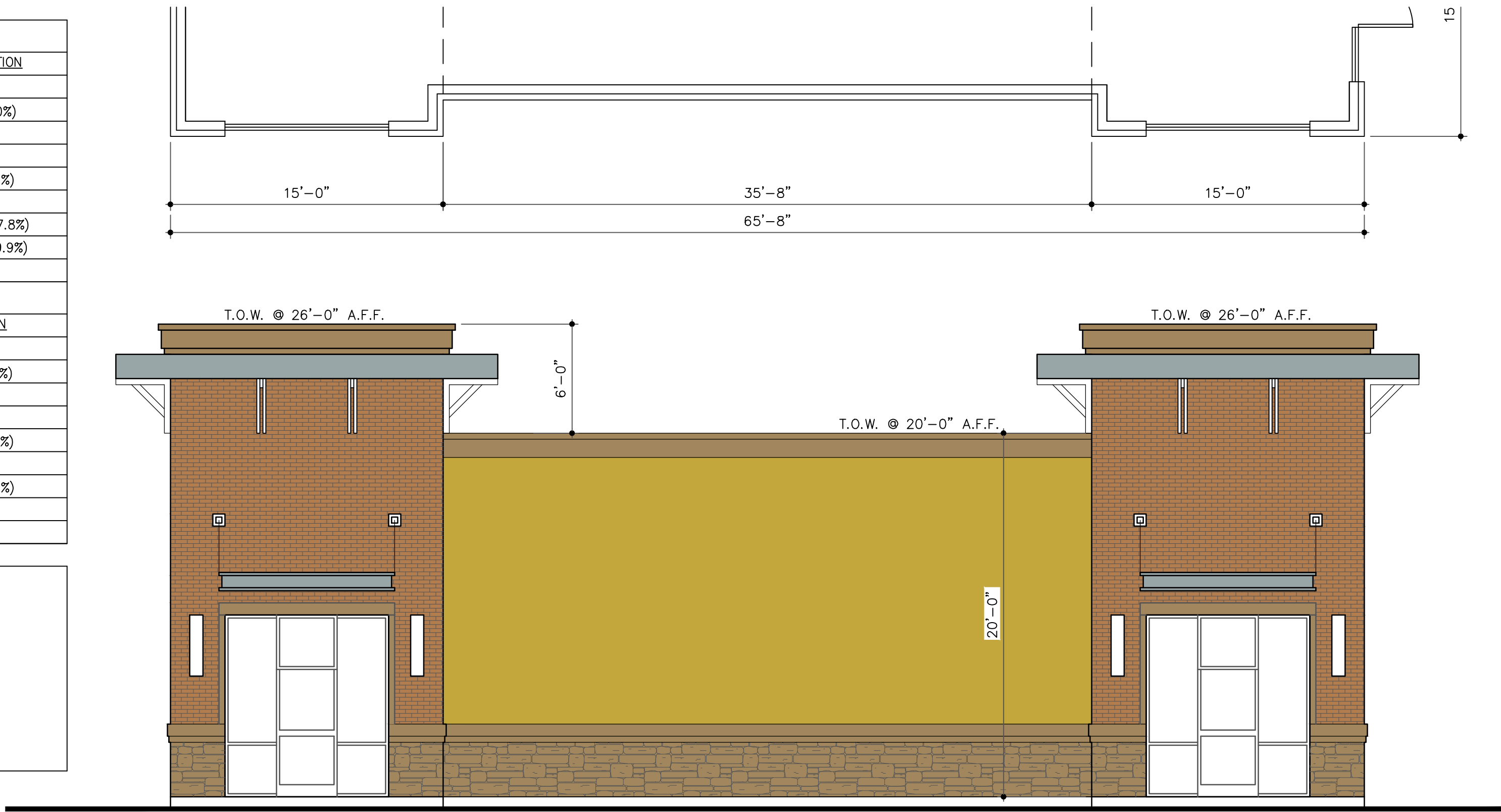
VICINITY MAP
(NOT TO SCALE)

EXTERIOR FINISH SCHEDULE		
	NORTH ELEVATION	SOUTH ELEVATION
	AREA	AREA
TOTAL FACADE	3,608 S.F. (100%)	3,608 S.F. (100%)
MATERIALS		
* STONE	450 S.F. (12.4%)	36 S.F. (1%)
* BRICK	566 S.F. (15.7%)	407 S.F. (11.3%)
* EIFS	N/A	N/A
* STUCCO FIN.	2,508 S.F. (69.5%)	2,085 S.F. (57.8%)
* DOORS & WINDOWS S.F.	84 S.F. (2.4%)	1,080 S.F. (29.9%)
* CMU WALL (PAINTED)	N/A	N/A

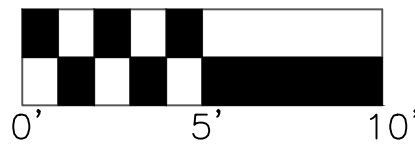
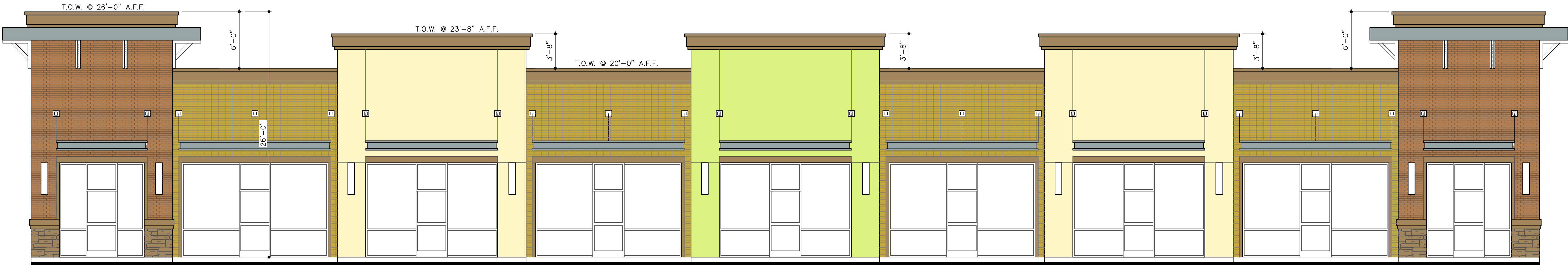
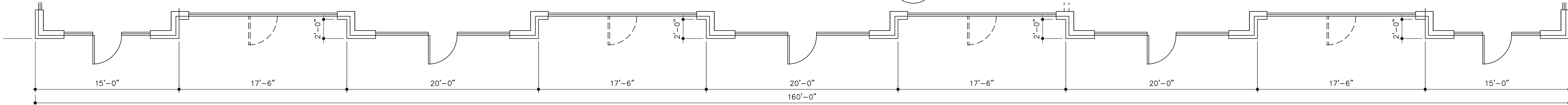
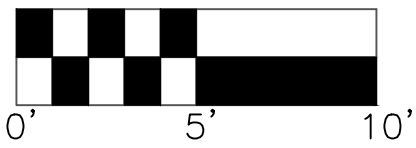
EXTERIOR FINISH SCHEDULE		
	WEST ELEVATION	EAST ELEVATION
	AREA	AREA
TOTAL FACADE	1,497 S.F. (100%)	1,497 S.F. (100%)
MATERIALS		
* STONE	143 S.F. (9.5%)	179 S.F. (12%)
* BRICK	566 S.F. (37.8%)	283 S.F. (18.9%)
* EIFS	N/A	N/A
* STUCCO FIN.	698 S.F. (46.7%)	945 S.F. (63.1%)
* DOORS & WINDOWS S.F.	90 S.F. (6.0%)	90 S.F. (6.0%)
* CMU WALL (PAINTED)	N/A	N/A

STUCCO NOTE:

- *ALL STUCCO INSTALLATIONS TO COMPLY WITH ASTM C1063
- *MAXIMUM WALL PANEL AREA =144 sq. ft.
- *MAXIMUM DISTANCE BETWEEN JOINTS = 18 ft.
- *MINIMUM LENGTH TO WIDTH RATIO = 2.5 TO 1
- *NO INCREASE ALLOWED UNLESS APPROVED BY ARCHITECT.
- *ALL STUCCO FINISH SHALL BE 3-STEP PROCESS.



02 WEST ELEVATIONS/ RETAILS
SCALE 3/16"= 1'-0"



01 SOUTH ELEVATIONS/ RETAILS
SCALE 3/16"= 1'-0"

ARTICULATION REQUIREMENTS

HORIZONTAL ARTICULATION

- WALL'S HEIGHT= 40'
- MAX. LENGTH OF WALL= 160'
- OFFSET OF MIN. 5% OF WALL'S HEIGHT= 2'
- MIN. 10% LENGTH OF NEW PLANE= 16'

VERTICAL ARTICULATION

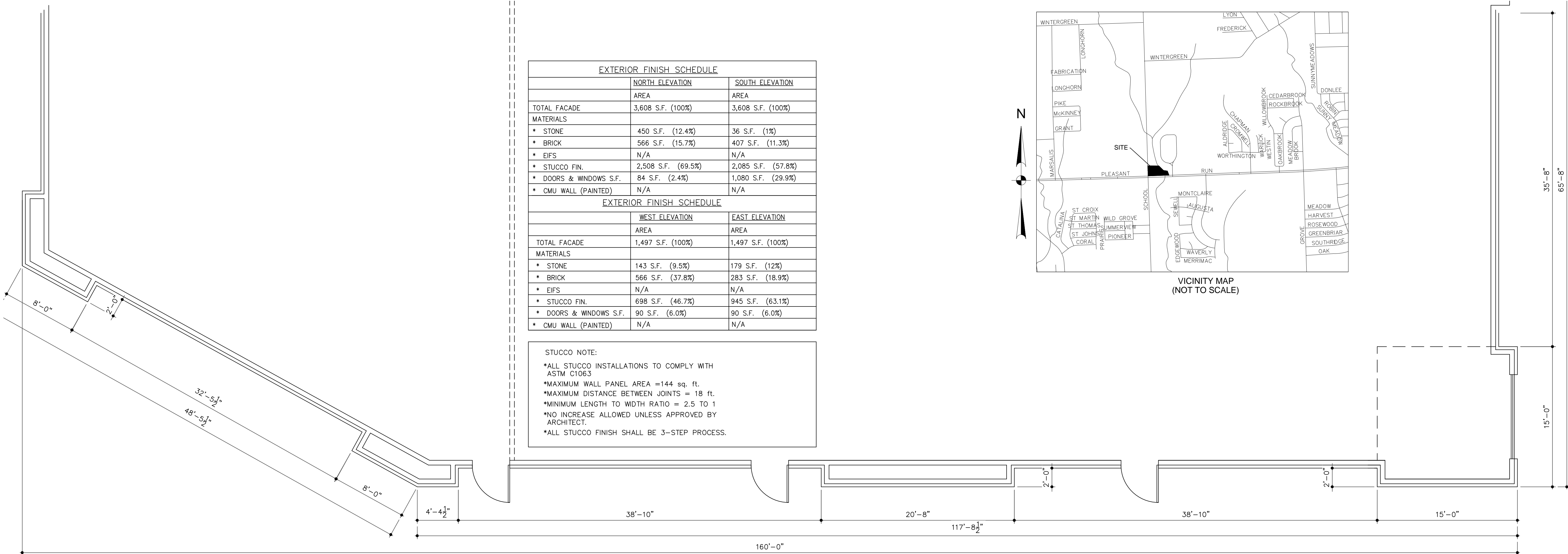
- WALL'S HEIGHT= 40'
- MAX. LENGTH OF WALL= 160'
- MIN. 10% OF HEIGHT CHANGE= 4'

NOTES:

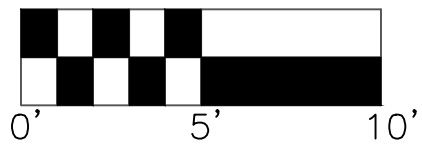
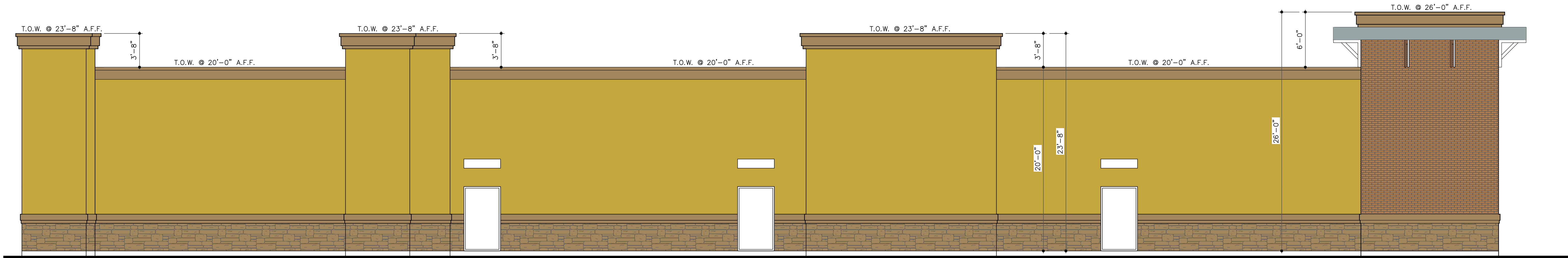
1. ROOF MATERIAL TO BE TPO (WHITE)
2. INTERNAL ROOF DRAINAGE
3. ALL ELEVATIONS ARE TO TOP OF WALL U.N.O.

ZONING CASE NO. Z20-05

NO.			DATE			REVISION			ELEVATIONS PLAN — 4.70 ACRES							
CIV Inc.									2281 W. PLEASANT RUN LLC							
									4,000 S.F. CONVENIENCE STORE & 9,010 S.F. RETAIL SPACE							
									N. HOUSTON SCHOOL ADDITION LOTS 1 - 3, BLOCK A							
									CITY OF LANCASTER, DALLAS COUNTY, TEXAS							
DESIGNER			OWNER			ENGINEER OF RECORD			DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.	
LUBULA KANYINDA			CHARLES W. & CINDY L WALDROP II			CIV Inc. Steve Williams						1"=50'				
7420 Lake Front Trail			520 Angus Rd			281-870-8727										
Arlington, Texas 76002			Waxahachie, TX			ext 102										
682-551-6960						swilliams@cive.com										
dixon.kanyinda@live.com																



STUCCO NOTE:
*ALL STUCCO INSTALLATIONS TO COMPLY WITH ASTM C1063
*MAXIMUM WALL PANEL AREA =144 sq. ft.
*MAXIMUM DISTANCE BETWEEN JOINTS = 18 ft.
*MINIMUM LENGTH TO WIDTH RATIO = 2.5 TO 1
*NO INCREASE ALLOWED UNLESS APPROVED BY ARCHITECT.
*ALL STUCCO FINISH SHALL BE 3-STEP PROCESS.



01

NORTH ELEVATIONS/ RETAILS

SCALE 3/16"= 1'-0"

ARTICULATION REQUIREMENTS

HORIZONTAL ARTICULATION

WALL'S HEIGHT= 40'
MAX. LENGTH OF WALL= 160'
OFFSET OF MIN. 5% OF WALL'S HEIGHT= 2'
MIN. 10% LENGTH OF NEW PLANE= 16'

VERTICAL ARTICULATION

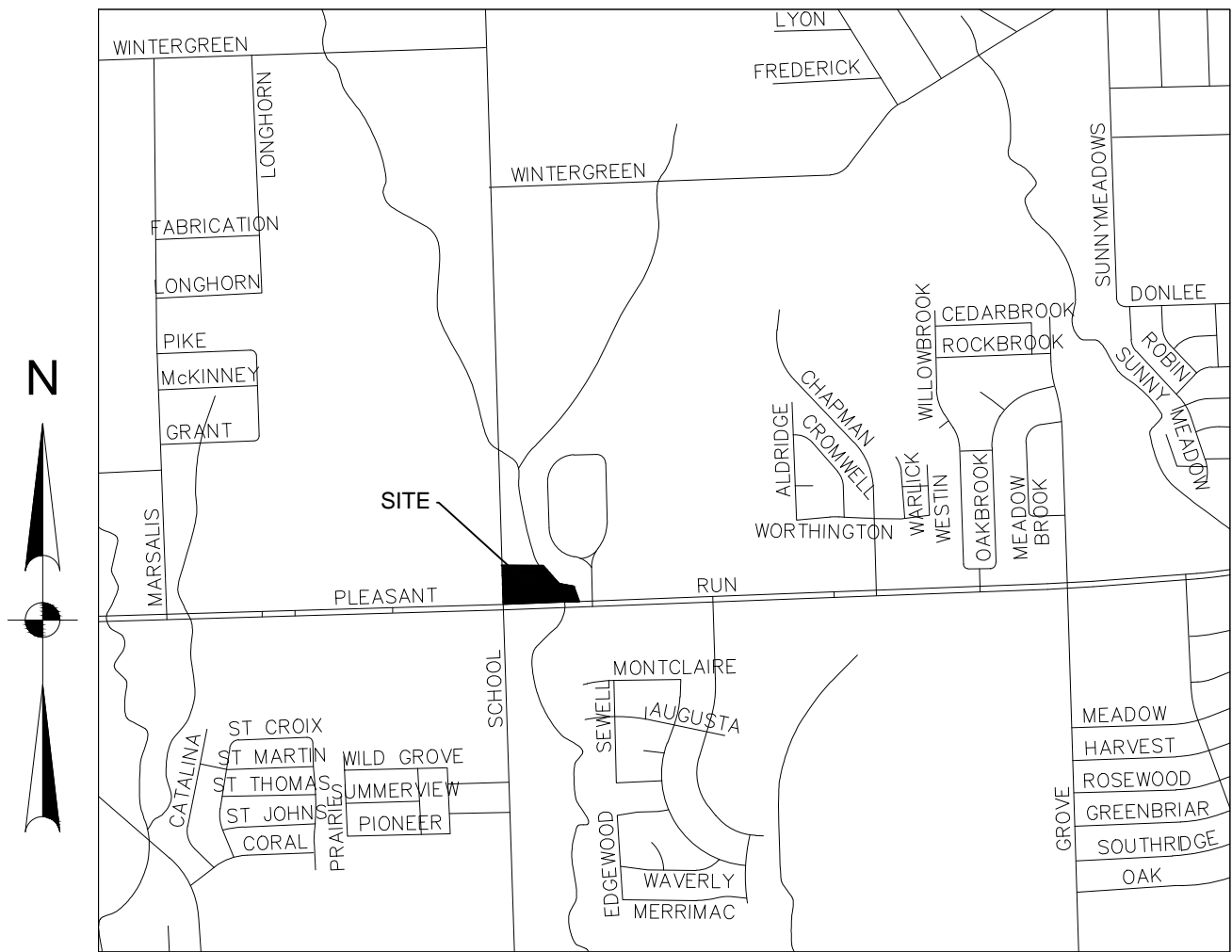
WALL'S HEIGHT= 40'
MAX. LENGTH OF WALL= 160'
MIN. 10% OF HEIGHT CHANGE= 4'

NOTES:

1. ROOF MATERIAL TO BE TPO (WHITE)
2. INTERNAL ROOF DRAINAGE
3. ALL ELEVATIONS ARE TO TOP OF WALL U.N.O.

ZONING CASE NO. Z20-05

			ELEVATIONS PLAN – 4.70 ACRES										
NO.	DATE	REVISION	2281 W. PLEASANT RUN LLC										
CIV Inc.			4,000 S.F. CONVENIENCE STORE & 9,010 S.F. RETAIL SPACE										
			N. HOUSTON SCHOOL ADDITION LOTS 1 – 3, BLOCK A										
DESIGNER			OWNER		ENGINEER OF RECORD		CITY OF LANCASTER, DALLAS COUNTY, TEXAS						
LUBULA KANYINDA			CHARLES W. & CINDY L. WALDROP II		CIV Inc.		DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
7420 Lake Front Trail			520 Angus Rd		Steve Williams					1"=50'			
Arlington, Texas 76002			Waxahachie, TX		281–870–8727								
682–551–6960					ext 102								
dixon.kanyinda@live.com					swilliams@cive.com								

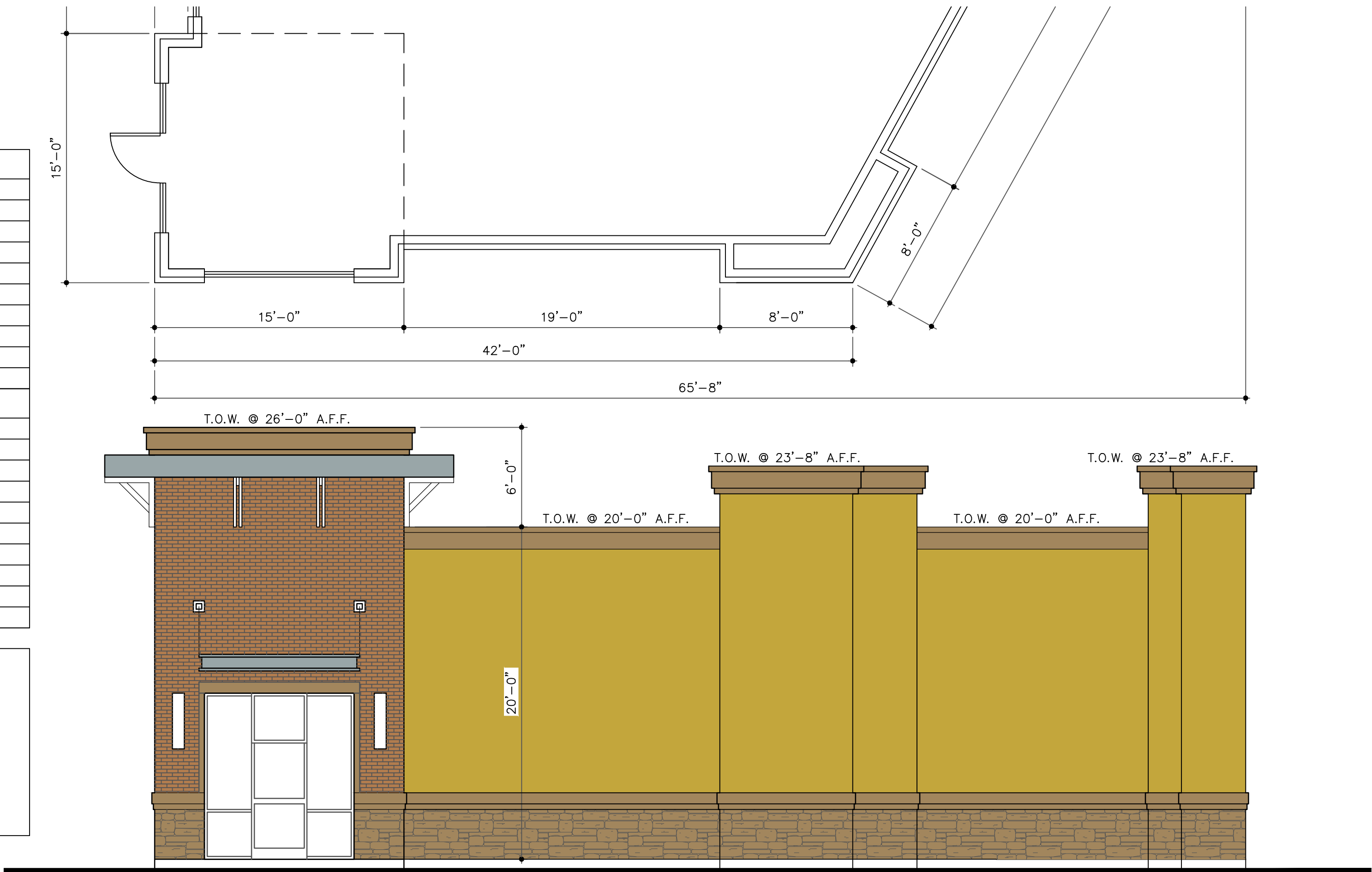


VICINITY MAP
(NOT TO SCALE)

EXTERIOR FINISH SCHEDULE		
	NORTH ELEVATION	SOUTH ELEVATION
AREA	AREA	AREA
TOTAL FACADE	3,608 S.F. (100%)	3,608 S.F. (100%)
MATERIALS		
* STONE	450 S.F. (12.4%)	36 S.F. (1%)
* BRICK	566 S.F. (15.7%)	407 S.F. (11.3%)
* EIFS	N/A	N/A
* STUCCO FIN.	2,508 S.F. (69.5%)	2,085 S.F. (57.8%)
* DOORS & WINDOWS S.F.	84 S.F. (2.4%)	1,080 S.F. (29.9%)
* CMU WALL (PAINTED)	N/A	N/A

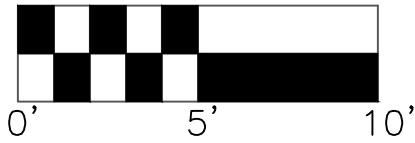
EXTERIOR FINISH SCHEDULE		
	WEST ELEVATION	EAST ELEVATION
AREA	AREA	AREA
TOTAL FACADE	1,497 S.F. (100%)	1,497 S.F. (100%)
MATERIALS		
* STONE	143 S.F. (9.5%)	179 S.F. (12%)
* BRICK	566 S.F. (37.8%)	283 S.F. (18.9%)
* EIFS	N/A	N/A
* STUCCO FIN.	698 S.F. (46.7%)	945 S.F. (63.1%)
* DOORS & WINDOWS S.F.	90 S.F. (6.0%)	90 S.F. (6.0%)
* CMU WALL (PAINTED)	N/A	N/A

STUCCO NOTE:
*ALL STUCCO INSTALLATIONS TO COMPLY WITH ASTM C1063
*MAXIMUM WALL PANEL AREA =144 sq. ft.
*MAXIMUM DISTANCE BETWEEN JOINTS = 18 ft.
*MINIMUM LENGTH TO WIDTH RATIO = 2.5 TO 1
*NO INCREASE ALLOWED UNLESS APPROVED BY ARCHITECT.
*ALL STUCCO FINISH SHALL BE 3-STEP PROCESS.



01 EAST ELEVATIONS/ RETAILS

SCALE 3/16"= 1'-0"



ARTICULATION REQUIREMENTS

HORIZONTAL ARTICULATION

WALL'S HEIGHT= 40'
MAX. LENGTH OF WALL= 160'
OFFSET OF MIN. 5% OF WALL'S HEIGHT= 2'
MIN. 10% LENGTH OF NEW PLANE= 16'

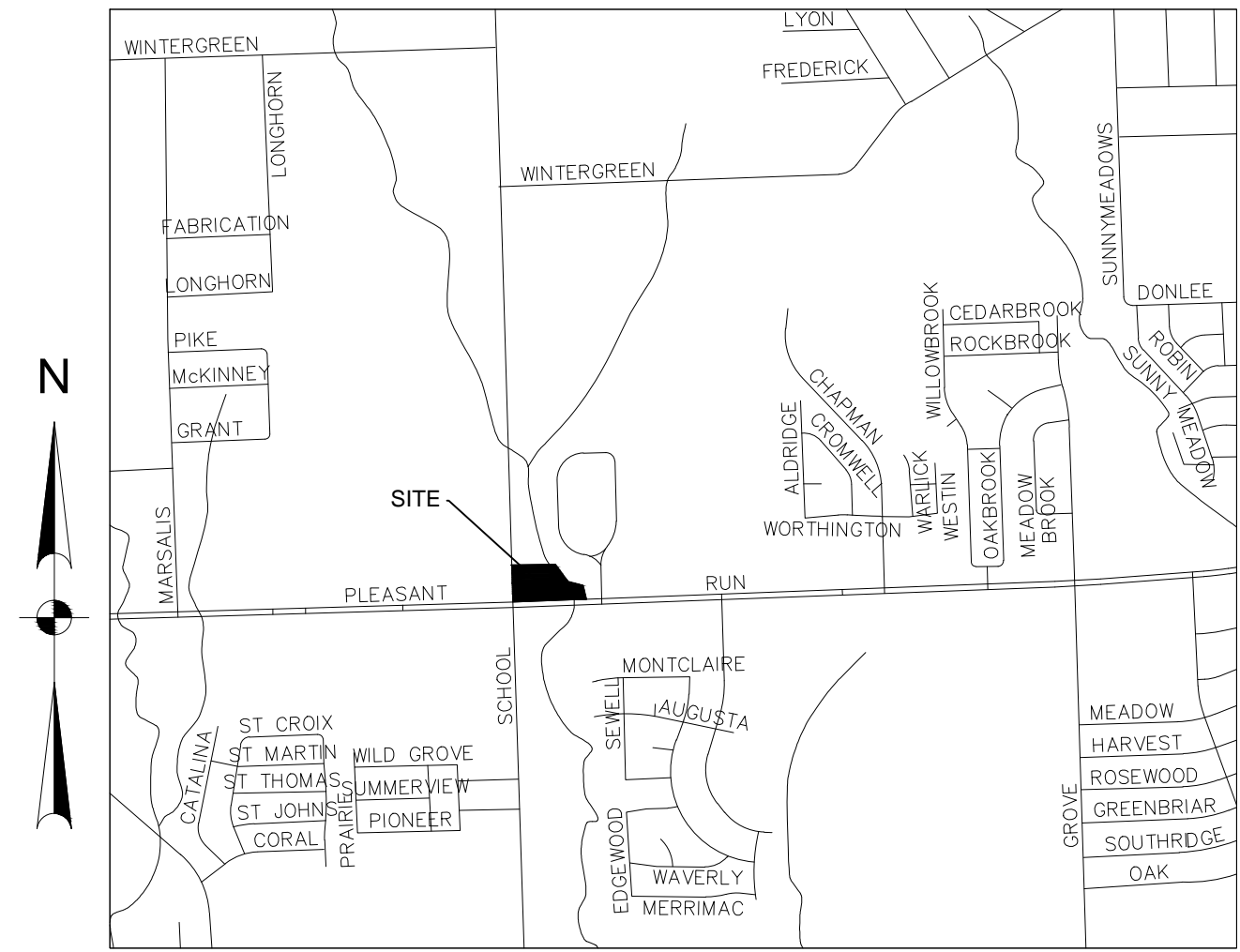
VERTICAL ARTICULATION

WALL'S HEIGHT= 40'
MAX. LENGTH OF WALL= 160'
MIN. 10% OF HEIGHT CHANGE= 4'

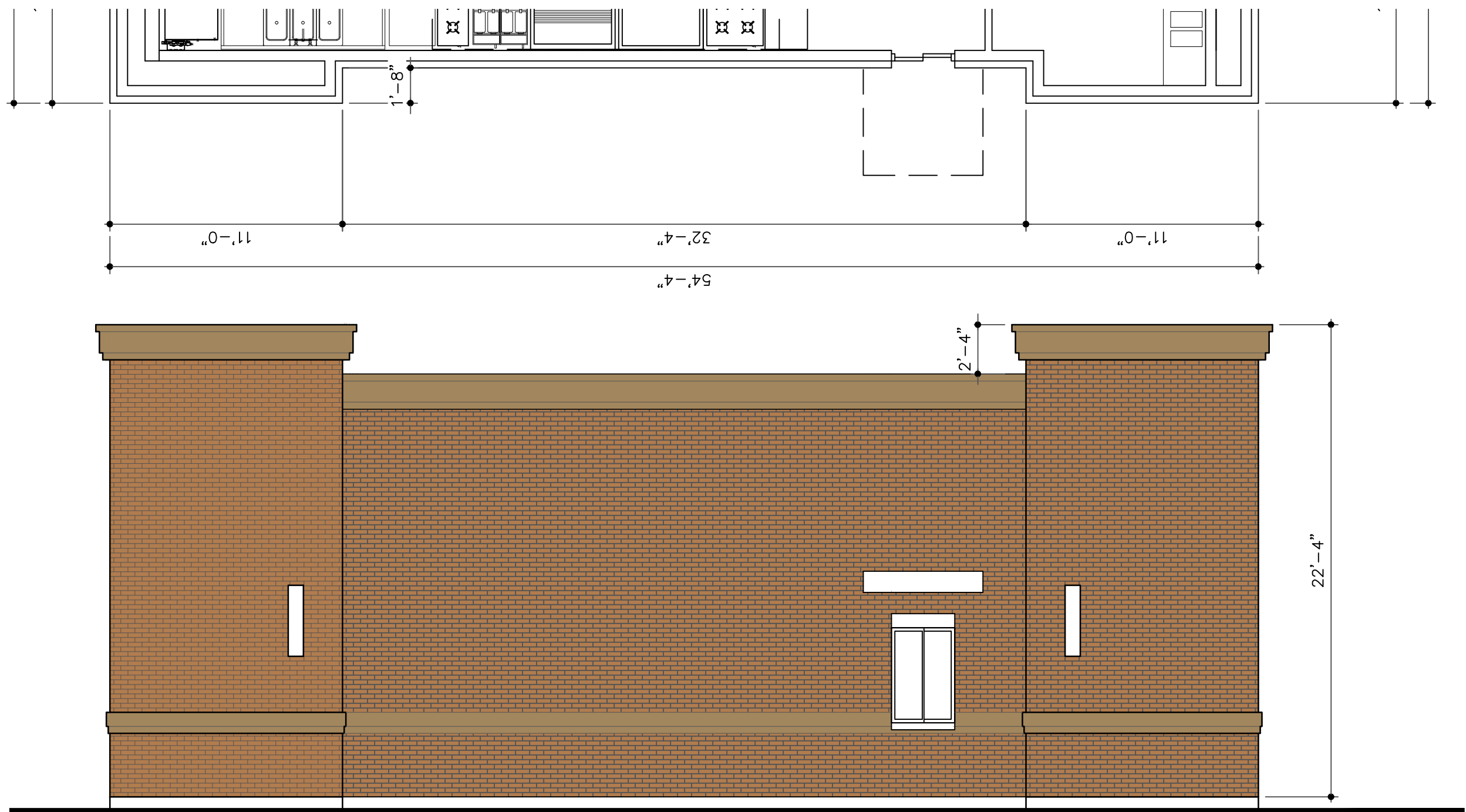
- NOTES:
- ROOF MATERIAL TO BE TPO (WHITE)
 - INTERNAL ROOF DRAINAGE
 - ALL ELEVATIONS ARE TO TOP OF WALL U.N.O.

ZONING CASE NO. Z20-05

ELEVATIONS PLAN — 4.70 ACRES		
NO.	DATE	REVISION
CIV Inc.		
DESIGNER		
OWNER		
ENGINEER OF RECORD		
CIV Inc.		
DESIGN		
DRAWN		
DATE		
SCALE		
NOTES		
FILE		
NO.		



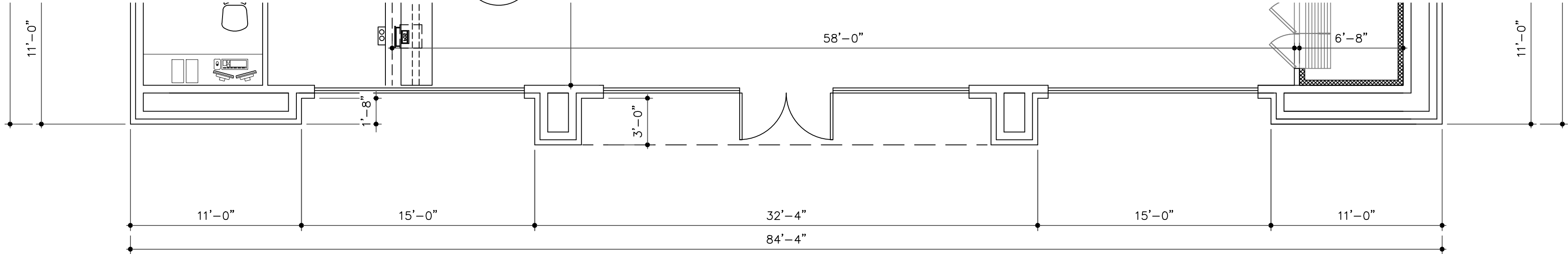
VICINITY MAP
(NOT TO SCALE)



02

WEST ELEVATIONS/ CONVENIENCE STORE

SCALE 3/16"= 1'-0"



EXTERIOR FINISH SCHEDULE		
	NORTH ELEVATION	SOUTH ELEVATION
	AREA	AREA
TOTAL FACADE	1,819 S.F. (100%)	1,819 S.F. (100%)
MATERIALS		
* STONE	N/A	N/A
* BRICK	428 S.F. (23.5%)	428 S.F. (23.5%)
* EIFS	N/A	N/A
* STUCCO FIN.	225 S.F. (12.4%)	886 S.F. (48.7%)
* DOORS & WINDOWS S.F.	28 S.F. (1.5 %)	505 S.F. (27.8%)
* CMU WALL (PAINTED)	1,138 S.F. (62.6%)	N/A
EXTERIOR FINISH SCHEDULE		
	WEST ELEVATION	EAST ELEVATION
	AREA	AREA
TOTAL FACADE	1,142 S.F. (100%)	1,142 S.F. (100%)
MATERIALS		
* STONE	N/A	N/A
* BRICK	969 S.F. (84.85%)	969 S.F. (84.86%)
* EIFS	N/A	N/A
* STUCCO FIN.	173 S.F. (15.14%)	173 S.F. (15.14%)
* DOORS & WINDOWS S.F.	15 S.F. (0.01%)	N/A

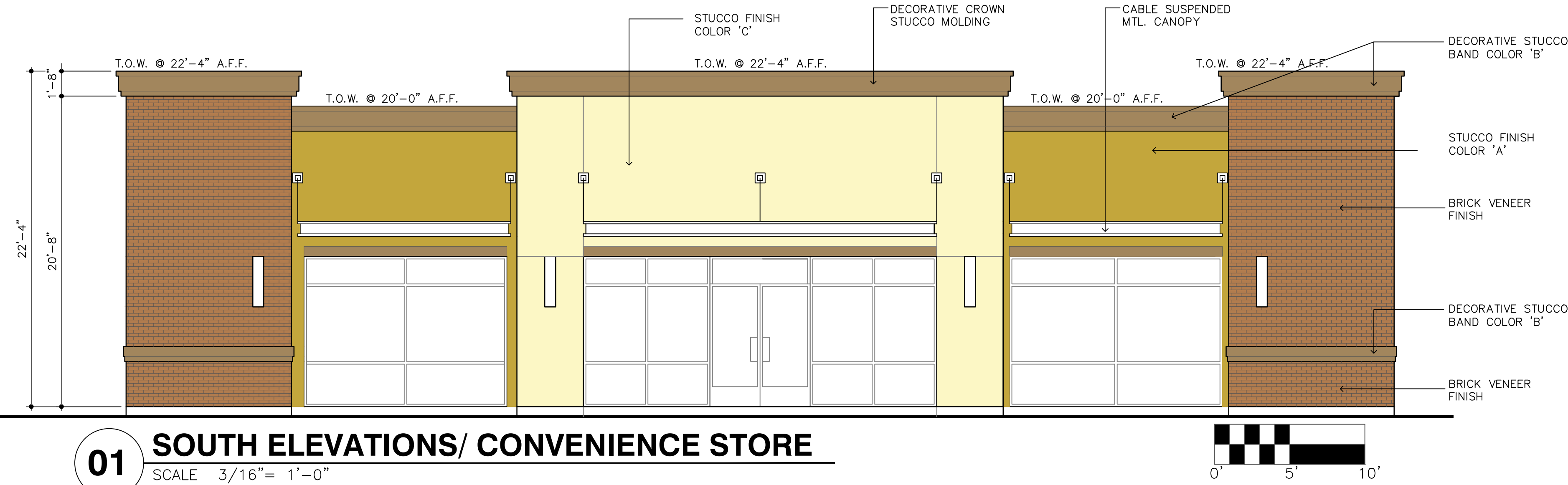
STUCCO NOTE:

- *ALL STUCCO INSTALLATIONS TO COMPLY WITH ASTM C1063
- *MAXIMUM WALL PANEL AREA =144 sq. ft.
- *MAXIMUM DISTANCE BETWEEN JOINTS = 18 ft.
- *MINIMUM LENGTH TO WIDTH RATIO = 2.5 TO 1
- *NO INCREASE ALLOWED UNLESS APPROVED BY ARCHITECT.
- *ALL STUCCO FINISH SHALL BE 3-STEP PROCESS.

01

SOUTH ELEVATIONS/ CONVENIENCE STORE

SCALE 3/16"= 1'-0"



ARTICULATION REQUIREMENTS

HORIZONTAL ARTICULATION

WALL'S HEIGHT= 40'
MAX. LENGTH OF WALL= 160'
OFFSET OF MIN. 5% OF WALL'S HEIGHT= 2'
MIN. 10% LENGTH OF NEW PLANE= 16'

VERTICAL ARTICULATION

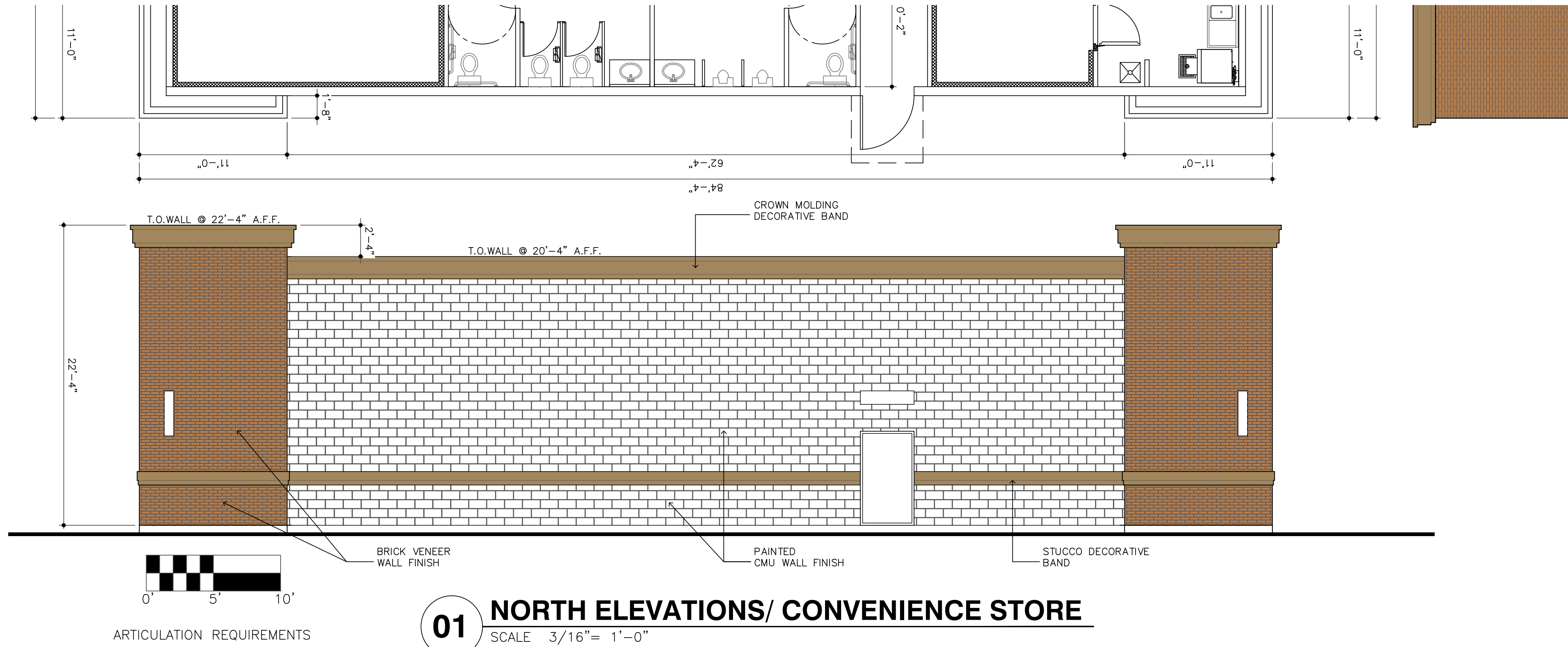
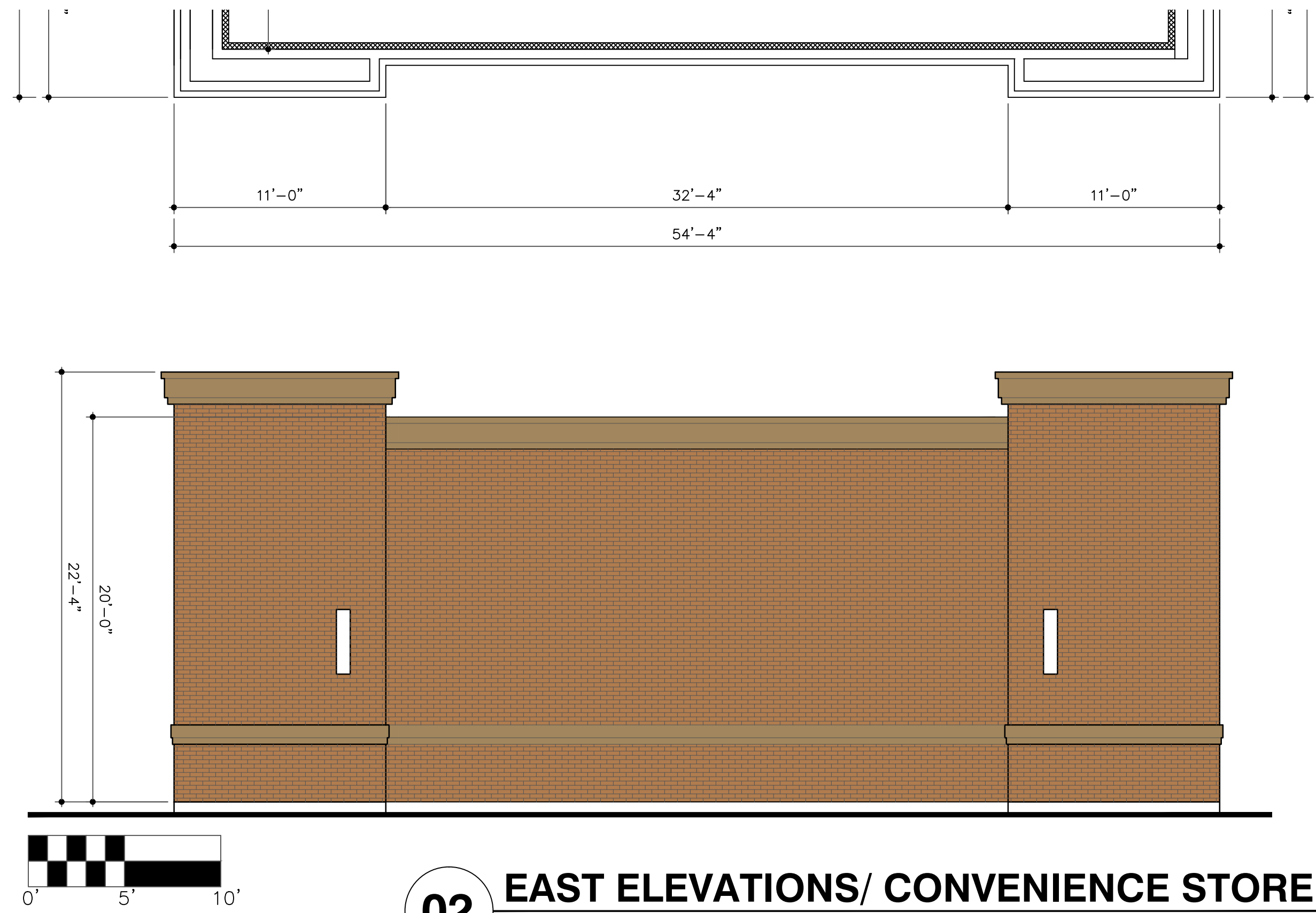
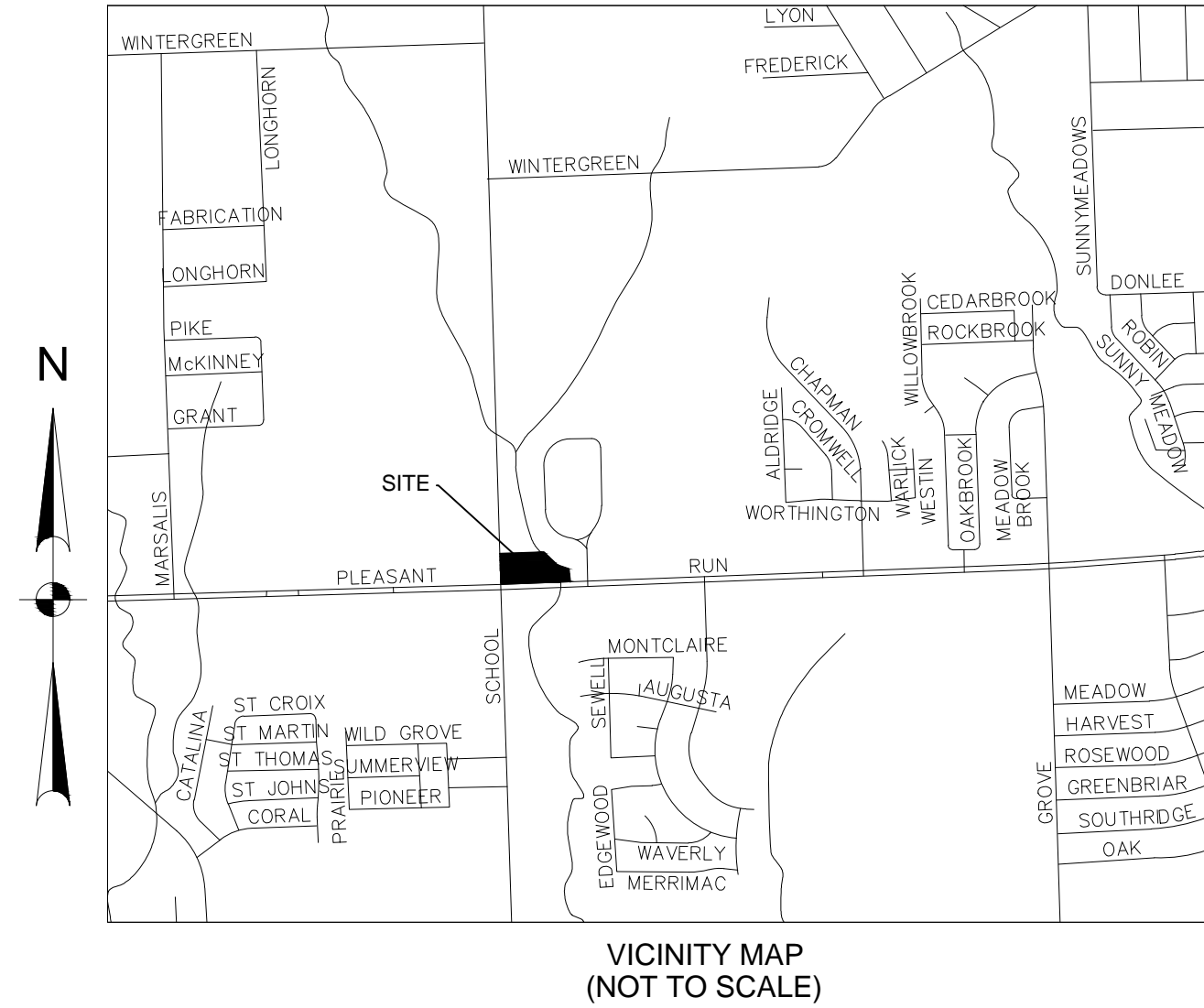
WALL'S HEIGHT= 40'
MAX. LENGTH OF WALL= 160'
MIN. 10% OF HEIGHT CHANGE= 4'

NOTES:

1. ROOF MATERIAL TO BE TPO (WHITE)
2. INTERNAL ROOF DRAINAGE
3. ALL ELEVATIONS ARE TO TOP OF WALL U.N.O.

ZONING CASE NO. Z20-05

ELEVATIONS PLAN – 4.70 ACRES			
NO.	DATE	REVISION	2281 W. PLEASANT RUN LLC
CIV Inc.			4,000 S.F. CONVENIENCE STORE & 9,010 S.F. RETAIL SPACE
DESIGNER			N. HOUSTON SCHOOL ADDITION LOTS 1 – 3, BLOCK A
OWNER			CITY OF LANCASTER, DALLAS COUNTY, TEXAS
ENGINEER OF RECORD			
LUBULA KANYINDA	CHARLES W. & CINDY L. WALDROP II	CIV Inc. Steve Williams	DESIGN
7420 Lake Front Trail	520 Angus Rd	281-870-8727	DRAWN
Arlington, Texas 76002	Waxahachie, TX	ext. 102	DATE
682-551-6960		swilliams@cive.com	SCALE
dixon.kanyinda@live.com			NOTES
			FILE
			NO.



EXTERIOR FINISH SCHEDULE		
	NORTH ELEVATION	SOUTH ELEVATION
	AREA	AREA
TOTAL FACADE	1,819 S.F. (100%)	1,819 S.F. (100%)
MATERIALS		
* STONE	N/A	N/A
* BRICK	428 S.F. (23.5%)	428 S.F. (23.5%)
* EIFS	N/A	N/A
* STUCCO FIN.	225 S.F. (12.4%)	886 S.F. (48.7%)
* DOORS & WINDOWS S.F.	28 S.F. (1.5 %)	505 S.F. (27.8%)
* CMU WALL (PAINTED)	1,138 S.F. (62.6%)	N/A

EXTERIOR FINISH SCHEDULE		
	WEST ELEVATION	EAST ELEVATION
	AREA	AREA
TOTAL FACADE	1,142 S.F. (100%)	1,142 S.F. (100%)
MATERIALS		
* STONE	N/A	N/A
* BRICK	969 S.F. (84.85%)	969 S.F. (84.86%)
* EIFS	N/A	N/A
* STUCCO FIN.	173 S.F. (15.14%)	173 S.F. (15.14%)
* DOORS & WINDOWS S.F.	15 S.F. (0.01%)	N/A

STUCCO NOTE:

*ALL STUCCO INSTALLATIONS TO COMPLY WITH ASTM C1063

*MAXIMUM WALL PANEL AREA =144 sq. ft.

*MAXIMUM DISTANCE BETWEEN JOINTS = 18 ft.

*MINIMUM LENGTH TO WIDTH RATIO = 2.5 TO 1

*NO INCREASE ALLOWED UNLESS APPROVED BY ARCHITECT.

*ALL STUCCO FINISH SHALL BE 3-STEP PROCESS.

ARTICULATION REQUIREMENTS

HORIZONTAL ARTICULATION

WALL'S HEIGHT= 40'

MAX. LENGTH OF WALL= 160'

OFFSET OF MIN. 5% OF WALL'S HEIGHT= 2'

MIN. 10% LENGTH OF NEW PLANE= 16'

VERTICAL ARTICULATION

WALL'S HEIGHT= 40'

MAX. LENGTH OF WALL= 160'

MIN. 10% OF HEIGHT CHANGE= 4'

NOTES:

1. ROOF MATERIAL TO BE TPO (WHITE)

2. INTERNAL ROOF DRAINAGE

3. ALL ELEVATIONS ARE TO TOP OF WALL U.N.O.

ZONING CASE NO. Z20-05				ELEVATIONS PLAN - 4.70 ACRES					
NO.	DATE	REVISION		2281 W. PLEASANT RUN LLC					
CIV Inc.				4,000 S.F. CONVENIENCE STORE & 9,010 S.F. RETAIL SPACE					
DESIGNER				N. HOUSTON SCHOOL ADDITION LOTS 1 - 3, BLOCK A					
OWNER				CITY OF LANCASTER, DALLAS COUNTY, TEXAS					
ENGINEER OF RECORD				DESIGN	DRAWN	DATE	SCALE	NOTES	FILE
LUBULA KANYINDA							1"=50'		
7420 Lake Front Trail									
Arlington, Texas 76002									
682-551-6960									
dixon.kanyinda@live.com									
OWNER									
CHARLES W. & CINDY L. WALDROP II									
520 Angus Rd									
Waxahachie, TX									
ENGINEER OF RECORD									
CIV Inc.									
Steve Williams									
281-870-8727									
ext 102									
swilliams@cive.com									

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





CITY OF LANCASTER

SHINING STAR OF TEXAS

Planning Department

Date: 4/21/2020

NOTICE OF PUBLIC HEARING

TO: Property Owner

RE: **Case No. Z20-05:** Conduct a public hearing and consider a zoning change from Agricultural Open (AO) to Retail (R) and a Specific Use Permit (SUP) for eight (8) fuel pumps for the property located on the north-east corner of North Houston School Road and West Pleasant Run Road. The property is addressed as 2281 West Pleasant Run Road and is described as being a 2.496 acre tract of land situated in the William Fleming Survey, Abstract Number 466, City of Lancaster, Dallas County Texas.

LOCATION: The property is located on the north-east corner of North Houston School Road and West Pleasant Run Road and is addressed as 2281 West Pleasant Run Road.

EXPLANATION OF REQUEST: The applicant is requesting to change the zoning of the property from AO to R for the development of a convenience store, retail, and restaurant. In the R district, an SUP is required in order to have more than two (2) fuel pumps. The applicant is requesting an SUP for eight (8) fuel pumps.

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

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

Highest & best use for this property with a natural green barrier to properties behind it.

SIGNATURE: *Cindy Waldrop*

ADDRESS: *1532 Houston school / 1520 Houston school*

The Planning and Zoning Commission will hold a public hearing and take action on the above case at their meeting on **Tuesday, May 5, 2020 at 7:00 pm**. The City Council will hold a public hearing and take action on the above case at their meeting on **Monday, June 22, 2020 at 7:00 pm**.

The meeting will be broadcast live via video at the following address: [<http://www.lancaster-tx.com>; agenda and minutes; watch meetings; specialty]. Public comments will be taken during the Public Testimony and Public Hearing items, respectively, and may be made by filling out a citizen comment form prior to 5:00 p.m., and calling the following telephone number: [(877) 309-2073 access code 949-725-613].

Your written comments are being solicited in the above case. Please legibly respond in ink. If the signature and/or address are missing, your comments will not be recorded. Your response must be received in the Planning Division by 5 p.m. on **Thursday, April 30, 2020** for your comments to be recorded for the Planning and Zoning Commission's meeting. Responses received after that time will be forwarded to the Commission at the public hearing. Additional information is available in the Department of Planning at 211 N. Henry Street. The public is also invited to express opinions in writing to the Planning and Zoning Commission and City Council, P.O. Box 940, Lancaster, Texas 75146.

If you have any questions concerning this request,
please contact the Planning Division
Phone 972-218-1312
FAX 972-218-3616

RETURN BY FAX OR MAIL
City of Lancaster
Planning Division
211 N Henry St
Lancaster, TX 75146-0940

18 Notices were mailed on 4/21/2020



CITY OF LANCASTER

SHINING STAR OF TEXAS

Planning Department

Date: 4/21/2020

NOTICE OF PUBLIC HEARING

TO: Property Owner

RE: **Case No. Z20-05:** Conduct a public hearing and consider a zoning change from Agricultural Open (AO) to Retail (R) and a Specific Use Permit (SUP) for eight (8) fuel pumps for the property located on the north-east corner of North Houston School Road and West Pleasant Run Road. The property is addressed as 2281 West Pleasant Run Road and is described as being a 2.496 acre tract of land situated in the William Fleming Survey, Abstract Number 466, City of Lancaster, Dallas County Texas.

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

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

SIGNATURE: Brenda Dandy

ADDRESS: 1105 Eastwick Drive Rowanhe Tx 76262

The Planning and Zoning Commission will hold a public hearing and take action on the above case at their meeting on **Tuesday, May 5, 2020 at 7:00 pm**. The City Council will hold a public hearing and take action on the above case at their meeting on **Monday, June 22, 2020 at 7:00 pm**.

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If you have any questions concerning this request,
please contact the Planning Division
Phone 972-218-1312
FAX 972-218-3616

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RETURN BY FAX OR MAIL

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

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



FAX

To: CITY OF LANCASTER

Company:

Fax: 9722183616

Phone:

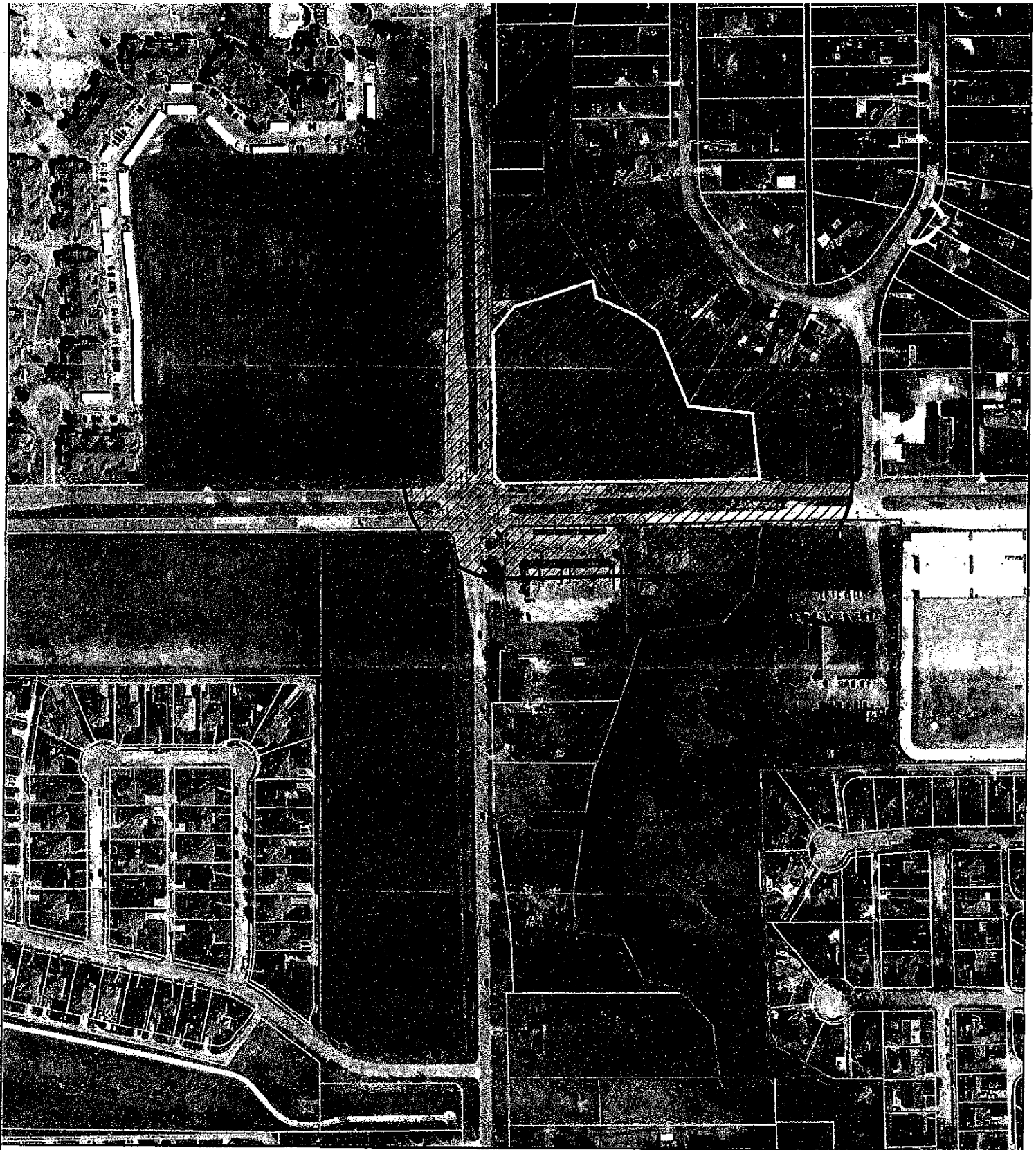
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




Fax:

Phone: + 1-972-919-9905

E-mail: ingyu.back@bankofhope.com

NOTES:



-  Parcels
-  Subject Area
-  Notification Parcels
-  200' Notification Area
-  City Limits



City of Lancaster
2281 W Pleasant Run Rd
200' Notification Area

0 135 270 540 Feet



CITY OF LANCASTER

SHINING STAR OF TEXAS

Planning Department

Date: 4/21/2020

NOTICE OF PUBLIC HEARING

TO: Property Owner

RE: **Case No. Z20-05:** Conduct a public hearing and consider a zoning change from Agricultural Open (AO) to Retail (R) and a Specific Use Permit (SUP) for eight (8) fuel pumps for the property located on the north-east corner of North Houston School Road and West Pleasant Run Road. The property is addressed as 2281 West Pleasant Run Road and is described as being a 2.496 acre tract of land situated in the William Fleming Survey, Abstract Number 466, City of Lancaster, Dallas County Texas.

LOCATION: The property is located on the north-east corner of North Houston School Road and West Pleasant Run Road and is addressed as 2281 West Pleasant Run Road.

EXPLANATION OF REQUEST: The applicant is requesting to change the zoning of the property from AO to R for the development of a convenience store, retail, and restaurant. In the R district, an SUP is required in order to have more than two (2) fuel pumps. The applicant is requesting an SUP for eight (8) fuel pumps.

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

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

1. Traffic congestion 2. Impact of current Retail Business.
* see Attachment.

SIGNATURE: _____

ADDRESS: 2286 W pleasant run Rd, Lancaster, TX 75146

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HJ SYSTEMS LLC
2286 W Pleasant Run Rd
Lancaster, TX 75146
4-27-2020

We have been owned the strip mall the above address for little over 4 years and are writing this letter to express my strong opposition to allowing Gas Station and Strip Mall in case NO Z20-05 area for the following reasons:

Traffic Congestion

Case NO Z20-05 is located in the center part of Lancaster where it serves as the main intersection connecting W Pleasant Run Rd (highway 35E) and Houston School Rd (120).

This area is currently experiencing a traffic congestion due to the newly established International Leadership Elementary School, and with new Gas Station and Strip Mall will further worsen the current traffic congestion in this area and potentially become a safety concern for the schoolchildren in the morning and afternoon.

Impact of Current Retail Businesses

Within 1.5 mile radius of NO Z20-05, there are already more than 8 Gas Stations and 5 Convenient Stores competing vigorously to attain their customers on a daily basis. The number of suppliers for the customers' needs have exceeded a long time ago and many existing businesses are struggling to survive in this harsh environment, and any additional competitors in this area will even further worsened the continuity of the current and any new businesses as well.

Thank you so much for your help

Sincerely,

Steven Yoo and Kim Yoo
267-403-0042



CITY OF LANCASTER

SHINING STAR OF TEXAS

Planning Department

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

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

This intersection is ALREADY Grossly Dangerous. The traffic from the International Leadership of Texas makes it almost impossible to get out of our neighborhood since we only have one entrance/exit.

SIGNATURE: *Jetta Deane Shipes Sanchez*

ADDRESS: *1535 W. Springcrest Circle*

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

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

Safety concerns. Pumps will be close to my property.

SIGNATURE: *Angel M. Lopez*

ADDRESS: *1521 W. Springcrest Cir. Lancaster TX 75131*

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

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

The "city of trees" is becoming a concrete jungle.

SIGNATURE:

Mary L Rich

ADDRESS:

1509 Springers Cir

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

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

Traffic is already backed up. Creek behind shouldn't get polluted. Visibility to hawthorn street

SIGNATURE: *Carol Johnson*

ADDRESS: *1535 W Springerest cir*

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MINUTES

PLANNING & ZONING COMMISSION REGULAR MEETING OF JULY 7, 2020

The Planning and Zoning Commission of the City of Lancaster, Texas, met in a Regular Session in the Council Chambers of City Hall on July 7, 2020 at 7:00 p.m. with a quorum present to-wit:

Commissioners Present:

Isabel Aguilar, Chair
Temika Whitfield, Vice Chair
Lawrence Prothro

Commissioners Absent:

Ernest Casey
Angela Murphy, Alternate

City Staff:

Fabrice Kabona, Assistant City Manager
Vicki Coleman, Director of Development Services
Bester Munyaradzi, Senior Planner
Emma Chetuya, Planner
Alexandra Schrader, Planning Technician

Call to order:

Acting Chair Aguilar called the meeting to order at 7:00 p.m. on July 7, 2020.

Public Testimony:

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

There were no speakers.

CONSENT AGENDA:

Chair Aguilar read the consent agenda.

1. **Consider approval of minutes from the Planning and Zoning Commission Special Meeting held on June 9, 2020.**

MOTION: Commissioner Prothro made a motion, seconded by Vice Chair Whitfield to approve consent item 1. The vote was cast 3 for, 0 against. [Casey and Murphy absent]

PUBLIC HEARING:

2. **Z20-05A Conduct a public hearing and consider a zoning change from Agricultural Open (AO) to Retail (R) for the property located on the northeast corner of North Houston School Road and West Pleasant Run Road. The property is addressed as 2281 West Pleasant Run Road and is described as being a 4.7 acre tract of land**

situated in the William Fleming Survey, Abstract Number 466, City of Lancaster, Dallas County, Texas.

Planner Chetuya reported that this is a request to rezone the subject property from Agricultural Open to Retail for a convenience store with eight fuel dispensers on Lot 2, a 6,510 square foot retail space and a 2,500 square foot on Lot 1. Lot 3 will remain vacant. The proposed development will service existing surrounding developments as at least 20% of the sales area will be dedicated to a full deli kitchen, fresh produce and dairy products in the convenience store. The proposed development will be screened from the immediate residential subdivision to the northeast by a 6 foot landscape buffer and a 6 foot brick wall. Based upon an analysis of the five considerations that must be taken into consideration when reviewing a zoning change application, the proposed zoning change request to Retail is consistent with the Future Land Use Plan of the Comprehensive Plan, and will positively impact adjacent properties by providing daily services to neighboring properties. There will be sufficient landscaping and screening between this proposed development and the residential subdivision to the northeast. Staff recommends support of the zoning change request as presented.

Commissioner Prothro asked staff if the zoning change aligned with the Comprehensive Plan's future land use designation and Planner Chetuya confirmed.

Chair Aguilar asked if the development will be in compliance with City requirements. Planner Chetuya stated that the development would meet or exceed all requirements according to the site plan package accompanying the SUP application.

Vice Chair Whitfield asked if the development would be surrounded by residential uses. Planner Chetuya confirmed that there is residential development northeast of the site. Vice Chair Whitfield commented on the opposition received in reference to the proximity to residential subdivisions.

Chair Aguilar opened the public hearing.

Dixon Kanyinda, 7420 Lake Front Trail, Arlington, Texas, the applicant stated that he was available to answer questions.

MOTION: Commissioner Prothro made a motion, seconded by Vice Chair Whitfield to close the public hearing. The vote was cast 3 for, 0 against. [Casey and Murphy absent]

MOTION: Commissioner Prothro made a motion to approve item 2. The motion failed due to lack of second.

Vice Chair Whitfield expressed concern on behalf of the surrounding residential community. Commissioner Prothro stated that the Comprehensive Plan was updated to guide the City toward growth and the City should accept growth and new business.

Chair Aguilar asked if there is a creek between the proposed rezoned area and the adjacent residential neighborhood. Senior Planner Munyaradzi confirmed and stated that the applicant intended to add a screening wall between the retail and residential areas.

MOTION: Commissioner Prothro made a motion, seconded by Chair Aguilar to approve item 2. The vote was cast 2 for, 1 against. [Casey and Murphy absent]

3. **Z20-05B Conduct a public hearing and consider a Specific Use Permit (SUP) for eight (8) fuel pumps for the property located on the northeast corner of North Houston School Road and West Pleasant Run Road. The property is addressed as 2281 West Pleasant Run Road and is described as being a 4.7 acre tract of land situated in the William Fleming Survey, Abstract Number 466, City of Lancaster, Dallas County, Texas.**

Planner Chetuya reported that this is a companion item to Z20-05A. This is an SUP request for a convenience store with eight fuel dispensers on proposed lot 2. The Lancaster Development Code requires an SUP in the Retail zoning district for more than two fuel dispensers. The current zoning only allows for single-family detached homes, farming, and ranching related activities. The proposed development will service existing surrounding developments as at least 20% of the sales will be dedicated to a full deli kitchen, fresh produce and dairy products. The proposed development will be screened from the immediate residential subdivision to the northeast by means of a 6 foot landscape buffer and a 6 foot brick wall. Based upon analysis of the five considerations that must be taken into consideration when reviewing a zoning request, the SUP request for 8 fuel pumps will positively impact adjacent properties by providing daily services. There will be sufficient landscaping and screening between the proposed development and residential subdivision. Staff recommends support of the SUP request as presented.

Chair Aguilar opened the public hearing

Kim Yoo, 2286 W Pleasant Run Road, stated her opposition to the SUP request for a gas station due to traffic congestion and the amount of gas stations and convenience stores already within the area.

MOTION: Vice Chair Whitfield made a motion, seconded by Commissioner Prothro to close the public hearing. The vote was cast 3 for, 0 against. [Casey and Murphy absent]

Chair Aguilar asked if the applicant would need a Specific Use Permit for two gas pumps. Planner Chetuya stated that the SUP is needed for more than 2 gas pumps and the applicant is requesting for 8 gas pumps. Chair Aguilar expressed concern about the possibility of increased traffic due to the use.

MOTION: Commissioner Prothro made a motion, seconded by Vice Chair Whitfield to deny item 2 as presented. The vote was cast 3 for, 0 against. [Casey and Murphy absent]

4. **M20-05 Conduct a public hearing and consider a request to repeal Ordinance No. 10-92 requiring a Specific Use Permit (SUP) for a machine shop to clean up the zoning on the property addressed as 2530 Hulette Avenue, being described as Lot 8, Block D, Brownlee Park #2 Addition, City of Lancaster, Dallas County, Texas.**

Planner Chetuya reported that this is a request to rescind the SUP for a machine shop that was approved in 1992 to permit the use on the property which is .596 acres in size. The purpose of repealing this Ordinance is to clean up the zoning of the property as the building will no longer be used as a machine shop and the current Land Use Table prohibits the use of machine shops in Commercial Highway zoning. The applicant intends to use and renovate the existing 5,000 square foot building to a dance studio that offers lessons in ballet, tap, jazz, hip hop and other traditional dance classes to the citizens of Lancaster and neighboring communities. A dance studio is permitted by right in the Commercial Highway zoning district. Staff recommends that the SUP for a machine shop be rescinded as the existing building will no longer be used for a machine shop and the SUP is no longer needed for the property.

Chair Aguilar opened the public hearing.

Applicant, Paula Bearden, 815 E Center Street, Duncanville, Texas, stated that she was available to answer questions. She stated that the dance studio would also offer classical dance classes, be family oriented, and will not be a special event center.

MOTION: Vice Chair Whitfield made a motion, seconded by Commissioner Prothro to close the public hearing. The vote was cast 3 for, 0 against. [Casey and Murphy absent]

MOTION: Commissioner Prothro made a motion, seconded by Vice Chair Whitfield to approve item 4 as presented. The vote was cast 3 for, 0 against. [Casey and Murphy absent]

MOTION: Vice Chair Whitfield made a motion, seconded by Commissioner Prothro to adjourn. The vote was cast 3 for, 0 against. [Casey absent]

The meeting was adjourned at 7:38 p.m.

ATTEST:

Bester Munyaradzi, Senior Planner

APPROVED:

Isabel Aguilar, Chair