



**NOTICE OF REGULAR MEETING AGENDA**  
**LANCASTER CITY COUNCIL**  
**MUNICIPAL CENTER CITY COUNCIL CHAMBERS**  
**211 N. HENRY STREET, LANCASTER, TEXAS**  
**Monday, January 24, 2011 – 7:00 P.M.**



**CALL TO ORDER**

**INVOCATION: MINISTERIAL ALLIANCE**

**PLEDGE OF ALLEGIANCE: COUNCILMEMBER CLYDE HAIRSTON**

**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.)

- 1C. Consider approval of minutes from the City Council Regular Meeting held January 10, 2011.
- 2C. Consider Resolution 2011-01-04 of the City Council of the City of Lancaster, Texas, approving Amendment 2 to the meal services contract with the Paper Plate in an amount not to exceed \$4.18 per meal for senior meal services; authorizing the City Manager to execute said amendment pursuant to approval; providing a repealing clause; providing a severability clause; and providing an effective date.
- 3C. Consider an ordinance of the City of Lancaster, Texas, repealing Ordinance No. 2006-08-29 requiring a Specific Use Permit (SUP) for all new development along the IH-35E Corridor District in the City of Lancaster, Dallas County, Texas, in its entirety; providing a severability clause; and providing an effective date.

**PUBLIC HEARING**

4. Conduct a public hearing and consider a request (Z11-01) to amend Ordinance No. 2006-04-23, the Lancaster Development Code and Map of the City of Lancaster, as amended, by granting a change in zoning from Light Industrial (LI) to Light Industrial – Specific Use Permit for an Aerial Park Commercial Amusement facility located approximately 3,250 feet west of the intersection of West Beltline Road and South Dallas Avenue and more commonly known as 700 West Beltline Road, Lancaster, Texas.

5. Conduct a public hearing and consider a request (Z11-02) to amend Ordinance No. 2006-04-23, the Lancaster Development Code and Map of the City of Lancaster, as amended, by granting a change in zoning from Retail (R) to Retail – Specific Use Permit to allow for a tattoo studio facility located approximately 250 feet north of the northeast corner of North Dallas Avenue and West Pleasant Run Road and more commonly known as 1326 North Dallas Avenue, Lancaster, Texas.

## **ACTION**

6. Discuss and consider an ordinance of the City of Lancaster, Texas, amending the Lancaster Code of Ordinances by amending Article 4.900, Section 4.1805, which was a scrivener's error and is renumbered as 4.905, and further amending by requiring any alarm holder who desires to have Police response to an alarm site to obtain an Alarm Permit, by authorizing the Police Chief to refuse Police response to an alarm site that does not have a valid Permit unless the alarm notification is a robbery alarm, a panic alarm, a duress alarm or a report to 911 by a person other than an alarm company, and by deleting 4.905(a); providing a repealing clause; providing a severability clause; and providing an effective date.
7. The City Council shall convene into closed executive session pursuant to Section § 551.074 (a)(1) of the TEXAS GOVERNMENT CODE to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to-wit: the City Manager.
8. Reconvene into open session. Consider and take appropriate action(s), if any, on closed/executive session matters.

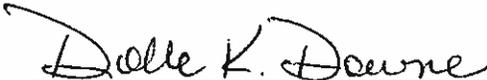
## **ADJOURNMENT**

**EXECUTIVE SESSION:** The Council reserves 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:** The Municipal Center is 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.

**Certificate**

I hereby certify the above Notice of Meeting was posted at the Lancaster City Hall on January 20, 2011 @ 5:30pm. and copies thereof were hand delivered to the Mayor, Mayor Pro-Tempore, Deputy Mayor Pro-Tempore and Council members.

  
\_\_\_\_\_  
Dolle K. Downe, TRMC  
City Secretary

**LANCASTER CITY COUNCIL**  
Agenda Communication for  
January 24, 2011

**1**

AG11-001

**Consider approval of minutes from the City Council Regular Meeting held January 10, 2011.**

**Background**

Attached for your review and consideration are minutes from the:

- City Council Regular Meeting held January 10, 2011

**Prepared and submitted by:**

Dolle K. Downe, City Secretary  
January 19, 2011

## MINUTES

### LANCASTER CITY COUNCIL MEETING OF JANUARY 10, 2011

The City Council of the City of Lancaster, Texas, met in Regular session in the Council Chambers of City Hall on January 10, 2011 at 7:00 p.m. with a quorum present to-wit:

#### **Councilmembers Present:**

Mayor Marcus E. Knight  
Walter Weaver  
Marco Mejia  
Mayor Pro Tem James Daniels  
Clyde Hairston  
Deputy Mayor Pro Tem Nina Morris

#### **Councilmember Absent**

Todd Love

#### **City Staff Present:**

Rickey Childers, City Manager  
Opal Mauldin-Robertson, Assistant City Manager  
Wes Blair, Assistant Police Chief  
Dolle Downe, City Secretary

#### **Call to Order:**

Mayor Knight called the meeting to order at 7:00 p.m. on January 10, 2011.

#### **Invocation:**

Pastor John Richardson gave the invocation.

#### **Pledge of Allegiance:**

Mayor Pro Tem James Daniels led the Pledge of Allegiance.

#### **Citizens Comments:**

Vernon Scott, 282 Creekwood, commented that he has been a citizen of Lancaster since 1969 and wished to pay tribute to Todd Love; stated that he is the best councilman that District 2 has ever had; highlighted the improvements Mr. Love had made in the district and the City; commended him for his diligent efforts on behalf of his constituents and the City.

Sue Wyrick, 721 Sequoia Drive, spoke in support of Councilmember Love, describing him as a caring and diligent councilmember; stated that he was always prepared to discuss and vote on agenda matters; commented that he did his homework and talked with his constituents; noted several accomplishments including road repairs in his district, signs in the neighborhood, and water system improvements; commented that he served on the Lancaster Economic Development Corporation Board as President, and as council liaison to the Airport Advisory Board; stated that he is a strong supporter of development and encouraged new businesses in the community.

James Adams, 2459 Mallory Lane, commented that Mr. Love did not quit for no reason, and it was likely the allegations against him; stated that the City cannot be tainted by the actions of one person, saying that people place trust in councilmembers to do the business of the City; stated that if council knew he was doing wrong, council should have taken action.

Vivian Chastain, 920 N. I-35E, stated Todd Love will be missed, commenting that he voted with the City's interest at heart; commended Todd Love for stepping forward and standing in support of the beer and wine proposition; stated he participated in the campaign for beer and wine sales and even passed out literature; stated that in all her discussions and meetings with Todd Love he had never asked for one thing.

Sally Purvis, 1767 W. Main Street, stated she is saddened to see Todd Love be in the position to resign; stated he has done a lot of good for the City; stated that council should hold each other accountable for what they do; commented further that it is up to council to take care of the City's business with integrity and excellence.

Art Haffy, 1900 Watermill Road, commented on the poor condition of the property along Beltine Road near I-35 and along Ten Mile Creek, saying the area is a dump; asked why the City cannot clean up the area; stated it could be a great entrance into the City; commented that people serving community service hours have been told they cannot do clean-up in that area. Mayor Knight asked Mr. Haffy to speak with the Assistant City Manager regarding the matter.

B. C. Foreman, 2821 Tanglewood Drive, stated there is a Code of Ethics for the City and that Todd Love did not resign abruptly for no reason; stated there have been filings with the Texas Ethics Commission from Mr. Daniels and Mr. Love; stated they are all corrupt. Mayor Knight instructed Mr. Foreman to refrain from personal attacks and that he would speak with him further after the meeting.

Vic Buchanon, 1243 Margaret Court, stated that the City has a Code of Ethics ordinance and that the ordinance was from the fruits of his labor when he served on Council; commented that perhaps it is time for a review and update of the Code of Ethics to better define the benefits of the position and to give it some teeth; stated that Council cannot be afraid to use the ethics ordinance, saying it seems to be taken for granted and the City has become lax with regard to enforcement; stated that if every member of council and staff followed the ethics code, we would not have to worry about integrity; stated that no one should sit in a council seat and expect monetary gain.

Carolyn Morris, 887 Wintergreen, commented that an individual elected to council should serve for the full term as elected; stated that she knows Todd Love as a person and what he set out to do, he accomplished; stated that councilmembers are elected to make sound decisions for the City and to do it with integrity; asked Todd Love to serve the remainder of his term; stated that she is proud there are persons of color on the council now, because that has not always been the case.

Mayor Knight stated that some letters had been received from citizens who could not be present at the meeting and asked City Secretary Downe to read the letters into the record.

From Firas Bishara, DDS, PA

Honorable Marcus Knight,

I would like to let you know that Mr. Todd Love has been greatly helpful during the past years. He met with me occasionally and has never demanded anything in return.

Sincerely,  
Firas Bishara, DDS, PA

From Gordon Graves, 1244 Cedarbrook Trail

To: The Honorable Marcus Knight  
Lancaster City Council

I am very saddened to learn that Councilman Todd Love has submitted his resignation. I have been most pleased with his representation of District II and consider him to be a good friend and neighbor.

Some may not know that during the past winters big snowstorm that Councilman Love used his personal vehicle to pull many of his neighbors home—that he cleared trees from the street so that emergency vehicles could operate—that he removed trees from my and my neighbors houses so that we could get out.

Councilman Love has responded when city services have been needed. He helped secure repaving of streets in area. Secured safety signs for streets when needed. He worked diligently for passage of beer and wine sales to increase tax revenue. He worked hard so that city police and firefighters jobs were not in jeopardy. He helped develop recycling program for the city of Lancaster.

Thanks to Councilman Todd Love for his representation of District II.

Gordon Graves  
1244 Cedarbrook Trail

From Greg E. Stroud, DDS

To the Honorable Mayor, City Council members, and the citizens of Lancaster,

I wish to thank councilman Todd Love for the dedicated service to the citizens he represented in his district and to the citizens of Lancaster in general. I have had opportunity to know and work with Todd through my local neighborhood watch program and have admired his ever willingness to meet with us, hear us, and keep us informed about the important events of the council and the city. I was impressed with his vision and passion for a progressive, ever-improving city, his desire for involvement of its citizens, and his resistance to compromise on what he felt was right for the city. It will be a great loss for my district when Todd Love steps down from the council.

Sincerely,  
Greg E. Stroud, DDS

From Jerry and Sharon Dickinson

City Council of Lancaster  
Lancaster, TX 75146

Ladies and Gentlemen of the Council:

We were quite disappointed to read in the Dallas newspaper this past week of Todd Love's decision to resign from the Lancaster City Council.

He has served above and beyond as our representative and will be irreplaceable in our opinion. We are most appreciative of his conscientious and dedicated service to our city and to our neighborhood and wish to publicly recognize him for that.

We shall miss him greatly. Thank you, Mr. Love.

Very truly yours,  
Jerry and Sharon Dickinson

From Julio Sanchez

TO WHOM IT MAY CONCERN

I am writing this letter on behalf of Mr. Todd Love, whom I met some time ago while holding Crime Prevention meetings in our neighborhood.

I believe Mr. Love to be an honest and sincere person. He had the interest of the public he served as a City Councilman, at heart.

I do believe he demonstrated such interest, by always being attentive to the complaints and requests of the citizens living in his district.

Personally, I appreciate his endeavors to keep our community safe and to promptly respond to the needs of those of us who depended and trusted his service.

Task expected from every conscientious "public servant"

Sincerely,  
Julio C Sanchez  
Dallas Police Officer (Retired)

Mayor Knight announced that consent agenda item #4 was being removed from consideration pending further review by the City Attorney.

- 4C. Consider Resolution 2011-01-03 of the City Council of the City of Lancaster, Texas, approving the terms and conditions of a Mutual Aid Contract for emergency services between the City of Lancaster Police Department and the North Central Texas Regional Telecommunicators Emergency Response Task Force to provide telecommunicator mutual aid response to critical incidents requiring rapid response to jurisdictions listed in the contract; authorizing the City Manager to execute said contract; providing a repealing clause; providing a severability clause; and providing an effective date.**

**Consent Agenda:**

City Secretary Downe read the remaining consent agenda.

- 1C. Consider approval of minutes from the City Council Regular Meeting held December 13, 2010.**
- 2C. Consider Resolution 2011-01-01 of the City Council of the City of Lancaster, Texas, accepting the resignation for Councilmember District 2 and declaring a vacancy; providing a repealing clause; and providing an effective date.**
- 3C. Consider Resolution 2011-01-02 of the City Council of the City of Lancaster, Texas, approving the terms and conditions of an interlocal agreement between the City of Arlington and the City of Lancaster to provide law enforcement services to the City of Arlington upon request during special events; authorizing the City Manager to execute said agreement; providing a repealing clause; providing a severability clause; and providing an effective date.**

**MOTION:** Deputy Mayor Pro Tem Morris made a motion, seconded by Councilmember Mejia, to approve consent items 1C - 3C. The vote was cast 6 for, 0 against [Love absent].

- 5. Discuss and consider an appointment to the alternate position for the Parks and Recreation Advisory Board / Lancaster Recreational Development Corporation Board.**

Councilmember Weaver nominated Marvin Mitchell. The vote was cast 2 for [Weaver, Mejia], 4 against [nomination fails]. Deputy Mayor Pro Tem Morris nominated Kevin Allen. The vote was cast 1 for [Morris], 5 against [nomination fails]. Mayor Pro Tem Daniels nominated Abe Cooper. The vote was cast 3 for [Knight, Daniels, Hairston], 3 against [Weaver, Mejia, Morris] [tie]. Mayor Pro Tem Daniels re-nominated Abe Cooper. The vote was cast 5 for, 1 against [Morris]. Mr. Abe Cooper was appointed as the alternate member to the Parks and Recreation Advisory Board / Lancaster Recreational Development Corporation Board with a term expiring July 2011.

City Council Meeting  
January 10, 2011  
Page 6 of 6

**MOTION:** Councilmember Hairston made a motion, seconded by Deputy Mayor Pro Tem Morris, to adjourn. The vote was cast 6 for, 0 against [Love absent].

The meeting was adjourned at 7:37 p.m.

**ATTEST:**

**APPROVED:**

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Dolle K. Downe, City Secretary

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Marcus E. Knight, Mayor

**LANCASTER CITY COUNCIL**  
Agenda Communication for  
January 24, 2011

**2**

AG11-002

**Consider a resolution of the City Council of the City of Lancaster, Texas; approving Amendment 2 to the meal services contract, [bid # 09-003] with The Paper Plate in an amount not to exceed \$4.18 per meal for senior meal services; authorizing the City Manager to execute said amendment; repealing all resolutions in conflict; providing a severability clause; and providing an effective date.**

**This request supports the City Council 2010-2011 Policy Agenda.**

**Goal 1: Financially Sound City Government**

**Background**

In December 2008, City Council approved a one year contract with The Paper Plate to provide meal services for the senior meal program. The contract contained four one year renewal options. Meals are reimbursed through Dallas Area Agency on Aging (DAAA) up to \$6.92 per meal.

Year 1	Original Contract Amount	\$3.85
Year 2	Amendment 1: 5.5% Increase	\$4.06
Year 3	Amendment 2: 3% Increase	\$4.18

The seniors, as required by the State, are requested to make a voluntary contribution of \$1.00 per meal. The funds received are used to cover as many meals as possible and the remaining are paid for by the DAAA contribution.

Paper plates, cups, and utensils are purchased from the balance ( $\$6.92 - 4.18 = 2.74$ ).

**Considerations**

- **Operational** – This is an annual amendment to the agreement.
- **Legal** – As required by the original contract, a written amendment outlining the changes is attached. The amendment was reviewed by the City Attorney.

- **Financial** – Funding for this project is reimbursed by Dallas Area Agency on Aging.
- **Public Information** – There are no public information requirements.

**Options/Alternatives**

1. Council may approve the amendment as presented.
2. Council may reject the amendment and direct staff.

**Recommendation**

Staff recommends amending the current contract with a 3% increase for year three of the contract.

**Attachments**

- Resolution
- Exhibit A: Amendment 2
- Original Contract and Amendment 1

**Prepared and submitted by:**  
Dawn Berry, Purchasing Agent

**Date:** January 14, 2011

**RESOLUTION NO. 2011-01-04**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING AMENDMENT 2 TO THE MEAL SERVICES CONTRACT, BID # 09-003, WITH THE PAPER PLATE IN AN AMOUNT NOT TO EXCEED \$4.18 PER MEAL FOR SENIOR MEAL SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT PURSUANT TO APPROVAL; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the City has been designated as an agency for Dallas Area Agency on Aging to provide a site location for senior meal services; and

**WHEREAS,** the City of Lancaster desires to continue to provide such meal services;

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

- Section 1. The City Council does hereby approve the terms and conditions of amendment 2, which modifies Amendment 1, Section 1 of the contract by and between the City and The Paper Plate by increasing the contracted award per meal from \$4.06 to \$4.18, which is attached hereto and incorporated herein by reference as Exhibit A.
- Section 2. The City Manager of the City of Lancaster, Texas, is hereby authorized to execute said amendment.
- Section 3. Any prior Resolution of the City Council in conflict with the provisions contained in this Resolution are hereby repealed and revoked.
- Section 4. Should any part of this Resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.
- Section 5. This Resolution shall take effect immediately from and after its passage, and it is duly resolved.

**DULY PASSED AND APPROVED** by the City Council of the City of Lancaster, Texas, on this the 24<sup>th</sup> day of January 2011.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Dolle K. Downe, City Secretary

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Robert E. Hager, City Attorney

**AMENDMENT 2  
FOOD SERVICE CONTRACT AGREEMENT  
09-003 MEAL SERVICES**

Exhibit A

**THE STATE OF TEXAS   §  
COUNTY OF DALLAS   §**

This amendment is entered into between the City of Lancaster, a home rule city hereinafter referred to as *CITY*, and The Paper Plate hereinafter referred to as *CONTRACTOR*.

**AGREEMENT**

The Amendment changes the price set in Amendment 1 as follows.

- 1. Increase of per meal price as follows:**
  - a. Price Approved in Amendment 1           \$4.06
  - b. Requested Increase                         3%
  - c. New Amount                                 \$4.18
- 2. Extension of services (Renewal Option 2 – Year 3)**
  - a. December 8, 2010 to December 7, 2011.

**AMENDMENT**

This Agreement may only be amended by the written mutual agreement of both parties.

By signing below, you agree to the amendment of your original contract with the above terms. All original terms and conditions remain the same.

Executed this 24<sup>th</sup> day of January, 2011.

CITY OF LANCASTER, TEXAS

THE PAPER PLATE

\_\_\_\_\_  
Rickey Childers, City Manager

\_\_\_\_\_  
\_\_\_\_\_  
Printed Name & Title



## CITY OF LANCASTER INVITATION TO BID

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<b>Bid Name:</b>	<b>Meal Service for Senior Meal Program</b>
<b>Bid Number:</b>	<b>09-003</b>
<b>Advertisement Dates:</b>	<b>October 17, 2008 October 24, 2008</b>
<b>Pre-Bid Meeting:</b>	<b>October 27, 2008 at 2:00 PM 211 N. Henry, Lancaster, TX 75146</b>
<b>Bid Due Date:</b>	<b>November 6, 2008 at 10:00 AM</b>
<b>Location:</b>	<b>211 N. Henry, Lancaster, TX 75146</b>

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Questions on the bid/quote process or procedures may be directed to: Dawn Berry, Purchasing Agent by email at [dberry@lancaster-tx.com](mailto:dberry@lancaster-tx.com) or 972-218-1329.

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Sealed bids must be returned in a sealed envelope, addressed to the City of Lancaster, Purchasing Agent with the bid name and number on the envelope. Bids may not be altered, amended or withdrawn after the official opening.

The following proposal/bid is made for furnishing the materials/services for the city of Lancaster, Texas.

The undersigned declares that the amount and nature of the materials/services to be furnished is understood and that the nature of this proposal is in strict accordance with the conditions set forth and is a part of this proposal, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the proposals are opened.

The undersigned hereby proposes to furnish the items, F.O.B. Lancaster, Texas, freight pre-paid at the unit prices quoted herein after notice of proposal award.

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

### Bid Acknowledgement

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Signature 

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Printed Name: Linda Carlisle

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Company: The Paper Plate, Inc.

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Date: 11/6/08

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**ADDENDUM #1**  
**Meal Service for Senior Meal Program 09-003**

October 31, 2008

**The following changes/clarifications have been made to the specifications.**

1. The provider must maintain recipe files for all menu items for inspection by DAAA or the City of Lancaster.
2. Page 2, item 1: should read grade A Fancy or better
3. Page 3, item 5: please add: Turkey rolls are not acceptable for sliced turkey.
4. Page 3, item 6: please add: Pre-cooked roast beef is unacceptable.
5. Page 3, item 6: should read "maximum fat content of 25% and contain NO soy or other filler.
6. Page 3, item 11: regarding vegetables and fruit, must be drained weight or volume.
7. One-half cup serving of vegetable or fruit may be mixed with the entrée or as part of the soup or salad.
8. Add one serving of whole grain or enriched bread or alternate.
9. Whole fruit, one-half cup or standardized portion of desert.
10. The following are prohibited:
  - a. Dried beans, peas, or lentils in a half-cup serving or in combination with other foods, should be counted either as a meat alternate for the entrée or as a vegetable but not both.
  - b. Juice or fruit used as a dessert, may not be counted toward the two services of vegetable/fruit.
  - c. Juice is not acceptable as a dessert.
  - d. Gelatin desserts must contain fruit. Fruits and vegetables in gelatin may be counted as only ¼ cup of the fruit/vegetable requirement.
  - e. No meal will include more than three high starch items.
  - f. Deviations from the standard menu pattern that are nutritionally adequate may be planned as necessary and appropriate, provided that there is the equivalent of standard serving sizes of at least five different food items and as long as RDA requirements are met. Such deviations will be allowed as follows:
    - i. Ethnic, cultural, and regional menus may deviate from the standard menu patter once per week.
    - ii. Shelf stable emergency meals may deviate from the standard menu pattern as necessary.
    - iii. Holiday meals may deviate from the standard menu pattern as necessary.

**The following questions were addressed at the pre-bid meeting.**

- Q What is the anticipated start date?  
A December 22, 2008
- Q Who has been feeding the seniors?  
A Visiting Nurses Association
- Q How will funding come for the program?  
A The City of Lancaster will pay the vendor and get reimbursed from DAAA
- Q What is the current rate for Visiting Nurses Association?  
A \$3.82
- Q How many meals do you serve daily?  
A Currently about 30-35, but we anticipate between 50-100
- Q How much is going to be reimbursed for the cost of meals with the new contract?  
A \$4.80
- Q Please clarify Item 11 on page 3.

ADDENDUM #1

Meal Service for Senior Meal Program 09-003

- A The meals have to meet daily nutrition requirements and every meal will be signed off by a registered dietician. The requirements are from DAAA.
- Q How often will the count for meals be given?
  - A The count will be given every day. Our contract can be voided if we have more than 1% waste annually.
- Q What is the billing cycle?
  - A It is up to the vendor how often they bill us, but we prefer monthly.
- Q Is a bond needed?
  - A No.
- Q What kind of food are you looking for?
  - A Any good food. Doesn't matter as long as the seniors like it.
- Q When does the food have to be delivered every day?
  - A The food has to be there by 11:15am.
- Q Are we making this food in bulk?
  - A Yes, but all meats need to be pre-sliced.
- Q Do we need to provide servers?
  - A No, the City of Lancaster will provide all of the servers.

Any bid received after stated closing time will be returned unopened. If bids are sent by mail to the Purchasing Manager, the bidder shall be responsible for actual delivery of the bid to the Purchasing Manager before the advertised date and hour for opening of bids. If mail is delayed either in the postal service or in the internal mail system of the City of Lancaster beyond the date and hour set for the bid opening, bids thus delayed will not be considered and will be returned unopened.

\*\*\*THIS ADDENDUM MUST BE RETURNED WITH THE ORIGINAL BID TO BE CONSIDERED FOR AWARD OF CONTRACT\*\*\*

PLEASE COMPLETE THE INFORMATION BELOW.

<i>Linda Carlisle</i>	<i>10/6/08</i>	
SIGNATURE	DATE	
<i>Linda Carlisle</i>	<i>President</i>	
PRINTED NAME	TITLE	
<i>The Paper Plate Inc</i>		
COMPANY		
<i>4848 So Cockrell Hill Rd</i>		
MAILING ADDRESS		
<i>972-296-7888</i>	<i>972-296-1233</i>	<i>linda@thepaperplate.com</i>
PHONE NUMBER	FAX NUMBER	E-MAIL ADDRESS



**ADDENDUM #2**  
**Meal Service for Senior Meal Program 09-003**

**November 11, 2008**

**The following changes/clarifications have been made to the specifications.**

**The due date and time has been extended to November 12, 2008 at 10:00 AM.**

Any bid received after stated closing time will be returned unopened. If bids are sent by mail to the Purchasing Manager, the bidder shall be responsible for actual delivery of the bid to the Purchasing Manager before the advertised date and hour for opening of bids. If mail is delayed either in the postal service or in the internal mail system of the City of Lancaster beyond the date and hour set for the bid opening, bids thus delayed will not be considered and will be returned unopened.

**\*\*\*THIS ADDENDUM MUST BE RETURNED WITH THE ORIGINAL BID TO BE CONSIDERD FOR AWARD OF CONTRACT\*\*\***

PLEASE COMPLETE THE INFORMATION BELOW.

  
SIGNATURE

November 11, 2008  
DATE

Linda Carlisle  
PRINTED NAME

President  
TITLE

The Paper Plate, Inc.  
COMPANY

4848 South Cockrell Hill Rd. Dallas, TX 75236  
MAILING ADDRESS

972-296-7888  
PHONE NUMBER

972-296-1233  
FAX NUMBER

[linda@thepaperplate.com](mailto:linda@thepaperplate.com)  
E-MAIL ADDRESS

## **SPECIFICATIONS**

The City of Lancaster is seeking written and sealed competitive bids to furnish meal services for the senior lunch program.

### **GENERAL**

Contractor shall furnish meals, as requested by City, for the City Of Lancaster Meal Program. The Contractor shall maintain food preparation facilities in a sanitary condition at all times, employ and train food service employees, use standard food cost control methods, furnish supervisory personnel in setting up and maintaining the operation at a high standard, do all buying and record-keeping, including payrolls.

Food preparation facilities must be properly registered and inspected. Copies of the inspection reports must be forwarded to the City as received.

All statutes, guidelines, laws, standards, and regulations regarding food service and senior meals must be followed. This includes current and any future changes. (ex. DRA to RDI)

### **TERM**

The contract shall be in effective for one (1) year from the effective and have the option to renew for four (4) consecutive one-year periods. Contract shall automatically renew unless written notification by either party is received.

### **LOCATIONS**

All meals shall be prepared and delivered by Contractor to the site location listed below.

City of Lancaster  
240 Veterans Memorial Parkway  
Lancaster, TX 75134

City will notify Contractor daily by 3:30 PM of the number of meals required for the following.

### **MEAL SCHEDULE**

Food must be delivered by 11:15 AM.

Food must be delivered in Foil pans that can be thrown away.

Paper products and utensils will be provided by the City of Lancaster.

Lunch is provided and served daily at 11:30 AM Monday through Friday, with the exception of designated holidays.

Holidays include:	New Year's Day	Labor Day
	Martin Luther King Birthday	Thanksgiving (Thursday/Friday)
	Good Friday	Christmas Day
	Memorial Day	Floating 1 - Day
	July 4th	

### **FOOD QUALITY STANDARDS**

Food used in the preparation of meals shall meet the following minimum standards.

1. Canned fruits and vegetables shall be USDA Grade A or Fancy.
2. Fresh fruit and vegetables shall be U.S. Fancy, U.S. No. 1 or better.
3. Eggs and dairy products shall be USDA Grade A or better. Low fat (2%) milk shall be used.
4. Pork shall be No. 1 and tender with a minimum of fat.

5. Poultry shall be USDA Grade A. Serving portion shall include a breast and a wing, leg or thigh. Chicken quarters shall come from a 2 and 1/2 lb. or larger chicken to provide 2.5 oz. cooked meat. If chicken quarters are served the pan must contain 50% white meat and 50% dark meat.
6. Ground beef shall be USDA Grade Utility or better with a maximum fat content of 20% and a maximum textured vegetable protein content of 7%. Roast beef shall have no more than 7% filler.
7. No salt or pepper shall be added to the food following its preparation. Iodized salt shall be available and black pepper for seasoning during food consumption.
8. All foods shall be prepared from Standardized Recipes to ensure consistent quality.
9. Contractor shall preserve the nutritional value and safety of food when purchasing, receiving, preparing and delivering to the designated sites.
10. Contractor shall ensure that meals are delivered to the meal sites at proper temperature: hot food shall be 140 degrees Fahrenheit or higher, cold food at 40 degrees Fahrenheit or lower and frozen food is to be at 32 degrees Fahrenheit or lower. Contractor shall use proper transport equipment to maintain the necessary holding temperatures.
11. Meals shall consist of the following: 2.5 oz. cooked serving of protein obtained from the entrée, 2 1/2 cup serving of vegetables and or fruits, 1 serving of bread, 1 serving of margarine, and 1 1/2 pint serving of 2% milk.
12. Contractor shall provide condiments and "extras" suitable for elderly consumers.
13. Contractor shall ensure that the overall appearance of the meals must meet or exceed commercial food service standards, including the food's color, odor and taste. Product specification of new menu items shall accompany the menu packet for review and approval by City.

## **INSPECTION**

City may inspect Contractor's food service facilities, at any time, to determine compliance with this contract.

## **MENU**

1. All meals should meet or exceed the one-third daily-recommended allowance for people age 60 or older. Each menu cycle, with complete analysis, shall be submitted to City not less than thirty (30) days prior to implementation for the City's review.
2. All meals shall be served as planned. When substitutions are unavoidable, a written request shall be mailed to City for approval prior to implementation.
3. Menus shall be jointly reviewed and agreed upon monthly by City and Contractor.

## **REPORTS**

Contractor shall submit a quarterly self-assessment to City. The self-assessment report shall address the following: consumer satisfaction, condition of transporting equipment, meal shortages, and deficiencies from previous reports, temperature or quality refusals of food and any other information requested by City.

## **SPECIAL REQUESTS**

City shall give Contractor 24 hours notice when City desires a box lunch or (5) days for a holiday gift pack.

## **CONTRACTOR EMPLOYEES**

Delivery staff must be in uniform or wearing company identification. Vehicles must be clearly marked.

## REFERENCE PAGE

Please list at least five (5) references for which you have performed the same or similar services over the last two years. Please include all information requested below.

1. Life Schools Marilyn Muscanere  
COMPANY NAME CONTACT PERSON  
777 South I 35E Red Oak, TX 75154  
STREET ADDRESS CITY STATE ZIP  
214-376-8200 lifechar@ednet10.net  
TELEPHONE NUMBER EMAIL  
Daily meal service for breakfast and lunch Approximately 1300 meals per day  
PRODUCTS / SERVICE CURRENTLY BEING USED
  
2. J.Eric Jonsson Community School Rosalba Alaniz  
COMPANY NAME CONTACT PERSON  
106 E. 10<sup>th</sup> Street Dallas, TX 75203  
STREET ADDRESS CITY STATE ZIP  
214-915-1821 Ralaniz@jonssonschool.org  
TELEPHONE NUMBER EMAIL  
Daily meal service for breakfast and lunch Approximately 250 meals per day  
PRODUCTS / SERVICE CURRENTLY BEING USED
  
3. Universal Academy Janice Blackmon  
COMPANY NAME CONTACT PERSON  
2616 North MacArthur Blvd. Irving, TX 75062  
STREET ADDRESS CITY STATE ZIP  
972-255-1800 ua.hr@universalacademy.com  
TELEPHONE NUMBER EMAIL  
Daily meal service for breakfast and lunch Approximately 800 meals per day  
PRODUCTS / SERVICE CURRENTLY BEING USED
  
4. Uplift Education Rosa Garner  
COMPANY NAME CONTACT PERSON  
1750 Viceroy Dr. Dallas, TX 75039  
STREET ADDRESS CITY STATE ZIP  
214-276-0363 ROlmosGarner@UpliftEducation.org  
TELEPHONE NUMBER EMAIL  
Daily meal service for breakfast and lunch Approximately 900 meals per day  
PRODUCTS / SERVICE CURRENTLY BEING USED
  
5. City of Garland Jose Alvarado  
COMPANY NAME CONTACT PERSON  
1750 Viceroy Dr. Dallas, TX 75039  
STREET ADDRESS CITY STATE ZIP  
972-205-3316 JAlvarad@ci.garland.tx.us  
TELEPHONE NUMBER EMAIL  
2008 Summer Feeding Program Approximately 3000 meals per day  
PRODUCTS / SERVICE CURRENTLY BEING USED

## **INSURANCE REQUIREMENTS**

1. **Commercial General Liability:** \$1,000,000.00 combined single limit per occurrence for Fire Damage, Medical Expenses, Personal & Advertising Injury, General Aggregate and Products-Completed Operations Aggregate. This policy shall have no coverage removed by exclusions.
2. **Automobile Liability:** \$500,000.00 combined single limit per accident for bodily injury and property damage. Coverage should be provided as a "Code 1," any auto.
3. **Worker's Compensation and Employers' Liability:** *Statutory.*

### **Other Insurance Provisions**

1. The City be named as an additional insured on the Commercial General Liability and Automobile Liability Insurance policies. These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by the insurer to bid coverage on its behalf.
2. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to the City. If the policy is canceled for non-payment of premium, only ten (10) days notice is required.
3. Insurance is to be placed with insurers with a Best rating of no less than A: VII. The company must also be duly authorized to transact business in the State of Texas.
4. **Workers' Compensation and Employers' Liability Coverage:** The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from the activities under this contract.
5. Certificates of Insurance and Endorsements effecting coverage required by this clause shall be forwarded to:

Dawn Berry  
Purchasing Division  
City of Lancaster  
PO Box 940  
Lancaster, TX 75146

6. Insurance Certificate must be submitted and issued with the City listed as the certificate holder.

### INSURANCE REQUIREMENT AFFIDAVIT

TO BE COMPLETED BY INSURANCE AGENT.

I, the undersigned agent, certify that the insurance requirements contained in this bid document have been reviewed by me with the vendor identified below. If the vendor identified below is awarded this contract by the City of Lancaster, I will be able, within ten (10) working days after being notified of such award, to furnish a valid insurance certificate to the CITY meeting all of the requirements contained in this bid.

*[Handwritten Signature]*  
Agent Signature

EARL GORDON  
Printed Name

State Farm Insurance  
Name of Insurance Carrier

7605 McCallum Blvd Dallas Texas 75252  
Address of Agency City State Zip

972-407-9995 972-407-9870 earl@earlgordon.com  
Phone # Fax # Email Address

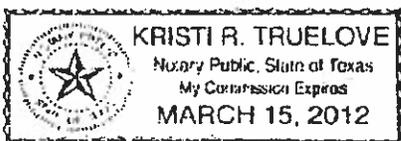
The Paper Plate, Inc  
Vendor / Contractor Name

#### Acknowledgement

Subscribed and Sworn before me by the above named *[Signature]*

On this day of 5 Nov, 2008.

(seal)



*[Signature]*  
Notary Public in and for the State of Texas

#### NOTICE TO THE AGENT

If this time requirement is not met, the City has the right to declare this vendor non-responsible and award the contact the next lowest/responsible bidder meeting the specifications. If you have any questions concerning these requirements, please contact Dawn Berry, Purchasing Agent, City of Lancaster at 972-218-1329.

## FOOD SERVICE CONTRACT AGREEMENT

STATE OF TEXAS            )  
COUNTY OF DALLAS        )

THIS AGREEMENT, made and entered into this 8<sup>th</sup> day of November, 2008 by and between the City of Lancaster, a municipal corporation, located in the County of Dallas and State of Texas, acting through Rickey Childers, City Manager, hereafter termed OWNER, and The Paper Plate, County of Dallas, and State of Texas, hereinafter termed CONTRACTOR.

### TERM

The term of this contract commences on the effective date and continues without interruption for a period of one (1) year from the effective date and has four (4) one-year renewal options. Each renewal period must be agreed upon by both parties.

### PAYMENT

Contractor shall be paid in accordance with fee schedule (proposal schedule) submitted and attached as Exhibit A. Payment terms are Net 30.

### NOTICE

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

**CITY:**

City of Lancaster  
Purchasing Agent  
PO Box 940  
Lancaster, TX 75146

**CONTRACTOR:**

The Paper Plate  
Linda Carlisle  
4848 S. Cockrell Hill Road  
Dallas, TX 75236-2017

### TERMINATION

**Termination Without Cause** – Either party may terminate this contract at any time upon ninety (90) days prior written notice to the other of the intention to terminate this Contract.

**Termination With Cause** – In the event either party breaches a material provision of this contract, the non-breaching party shall give the other party notice of such cause. In the event the cause is not remedied within ten (10) days the other party shall have the right to terminate the contract upon expiration of the remedy period.

### REPRESENTATIONS AND WARRANTIES

**Existence** – Contractor is a corporation and duly organized, validly existing, and in good standing under the laws of the State of Texas and is qualified to carry on its business in the State of Texas.

### SCOPE OF SERVICE

Contractor shall furnish meals, as requested by City, for the City Of Lancaster Meal Program. The Contractor shall maintain food preparation facilities in a sanitary condition at all times, employ and train food service employees, use standard food cost control methods, furnish supervisory personnel in setting up and maintaining the operation at a high standard, do all buying and record-keeping, including payrolls.

Food preparation facilities must be properly registered and inspected. Copies of the inspection reports and permits must be forwarded to the City as received.

All statutes, guidelines, laws, standards, and regulations regarding food service and senior meals must be followed. This includes current and any future changes. (ex. DRA to RDI)

## **LOCATIONS**

All meals shall be prepared and delivered by Contractor to the site location listed below.

City of Lancaster  
240 Veterans Memorial Parkway  
Lancaster, TX 75134

City will notify Contractor daily by 3:30 PM of the number of meals required for the following.

## **MEAL SCHEDULE**

Food must be delivered by 11:15 AM.

Paper products and utensils will be provided by the City of Lancaster.

Lunch is provided and served daily at 11:30 AM Monday through Friday, with the exception of designated holidays.

Holidays include:	New Year's Day	Labor Day
	Martin Luther King Birthday	Thanksgiving (Thursday/Friday)
	Good Friday	Christmas Day
	Memorial Day	Floating 1 - Day
	July 4th	

## **FOOD QUALITY STANDARDS**

Food used in the preparation of meals shall meet the following minimum standards.

1. Canned fruits and vegetables shall be USDA Grade A or Fancy.
2. Fresh fruit and vegetables shall be U.S. Fancy, U.S. No. 1 or better.
3. Eggs and dairy products shall be USDA Grade A or better. Low fat (2%) milk shall be used.
4. Pork shall be No. 1 and tender with a minimum of fat.
5. Poultry shall be USDA Grade A. Serving portion shall include a breast and a wing, leg or thigh. Chicken quarters shall come from a 2 and 1/2 lb. or larger chicken to provide 2.5 oz. cooked meat. If chicken quarters are served the pan must contain 50% white meat and 50% dark meat.
6. Ground beef shall be USDA Grade Utility or better with a maximum fat content of 20% and a maximum textured vegetable protein content of 7%. Roast beef shall have no more than 7% filler.
7. No salt or pepper shall be added to the food following its preparation. Iodized salt shall be available and black pepper for seasoning during food consumption.
8. All foods shall be prepared from Standardized Recipes to ensure consistent quality.
9. Contractor shall preserve the nutritional value and safety of food when purchasing, receiving, preparing and delivering to the designated sites.
10. Contractor shall ensure that meals are delivered to the meal sites at proper temperature: hot food shall be 140 degrees Fahrenheit or higher, cold food at 40 degrees Fahrenheit or lower and frozen food is to be at 32 degrees Fahrenheit or lower. Contractor shall use proper transport equipment to maintain the necessary holding temperatures.

11. Meals shall consist of the following: 2.5 oz. cooked serving of protein obtained from the entrée, 2 1/2 cup serving of vegetables and or fruits, 1 serving of bread, 1 serving of margarine, and 1 1/2 pint serving of 2% milk.
12. Contractor shall provide condiments and "extras" suitable for elderly consumers.
13. Contractor shall ensure that the overall appearance of the meals must meet or exceed commercial food service standards, including the food's color, odor and taste. Product specification of new menu items shall accompany the menu packet for review and approval by City.

## **INSPECTION**

City may inspect Contractor's food service facilities, at any time, to determine compliance with this contract.

## **MENU**

1. All meals should meet or exceed the one-third daily-recommended allowance for people age 60 or older. Each menu cycle, with complete analysis, shall be submitted to City not less than thirty (30) days prior to implementation for the City's review.
2. All meals shall be served as planned. When substitutions are unavoidable, a written request shall be mailed to City for approval prior to implementation.
3. Menus shall be jointly reviewed and agreed upon monthly by City and Contractor.
4. Monthly meetings either in person or by phone shall occur to discuss menus, service, and reports.

## **REPORTS**

Contractor shall submit a quarterly self-assessment to City. The self-assessment report shall address the following: consumer satisfaction, condition of transporting equipment, meal shortages, and deficiencies from previous reports, temperature or quality refusals of food and any other information requested by City.

## **SPECIAL REQUESTS**

City shall give Contractor 48 hours notice when City desires a box lunch or (5) days for a holiday gift pack.

## **CONTRACTOR EMPLOYEES**

Delivery staff must be in uniform or wearing company identification. Staff must be clean and uniforms worn in a presentable fashion. Vehicles must be clearly marked.

## **INDEMNITY**

City 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 City, Without, However, Waiving Any Governmental Immunity Available To The City Under Texas Law And Without Waiving Any Defenses Of The Parties Under Texas Law. The Provisions Of This Indemnification Are Solely For The Benefit Of The Parties Hereto And Not Intended To Create Or Grant Any Rights, Contractual Or Otherwise, To Any Other Person Or Entity. It Is The Expressed Intent Of The Parties To This Agreement That The Indemnity Provided For In This Contract Is An

Indemnity Extended By Contractor To Indemnify And Protect City From The Consequences Of The Contractor's As Well As The City's Negligence, Whether Such Negligence Is The Sole Or Partial Cause Of Any Such Injury, Death, Or Damage.

## **INSURANCE REQUIREMENTS**

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 City for its own benefit, including self-insurance. In addition, Operator shall obtain and file with City a Certificate of Insurance evidencing the required coverage. Insurance Requirements for the City of Lancaster shall be as follows:

Commercial General Liability: \$1,000,000.00 combined single limit per occurrence for Fire Damage, Medical Expenses, Personal and Advertising Injury, General Aggregate and Products - Completed Operations Operation. This policy shall have no coverage removed by exclusions.

Automobile Liability: \$500,000.00 combined single limit per accident/occurrence for bodily injury and property damage. Coverage should be provided as a "Code 1," any auto.

Workers' Compensation and Employers' Liability: Statutory. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from the activities under this Contract.

### Other Insurance Provisions:

- (1) The City be named as an additional insured on the Commercial General Liability and Automobile Liability Insurance policies. These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by the insurer to bid coverage on its behalf.
- (2) Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to the City. If the policy is canceled for non-payment of premium, only ten (10) days notice is required.
- (3) Insurance is to be placed with insurers with a Best rating of no less than A: VII. The company must also be duly authorized to transact business in the State of Texas.
- (4) Certificates of Insurance and Endorsement effecting coverage by this section shall be forwarded to:

City of Lancaster  
ATTN: Purchasing Agent  
P. O. Box 940  
Lancaster, Texas 75146-0946

- (5) Insurance Certificate must be submitted and issued with the City listed as the certificate holder.

## **AMENDMENT**

This Agreement may only be amended by the written mutual agreement of both parties.

## **GOVERNING LAW**

That this agreement is made subject to all applicable statutes, ordinances, and constitutional provisions pertaining to home rule cities in the State of Texas, and will be effective on the date of execution by the agreeing parties.

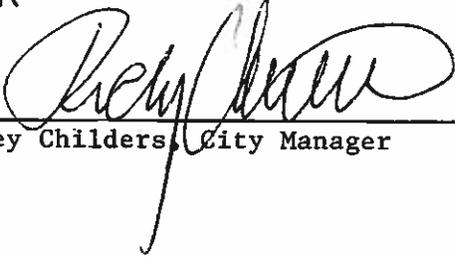
**COMMENCEMENT OF WORK**

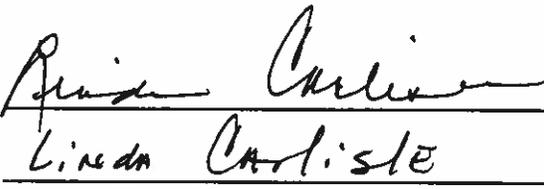
The CONTRACTOR hereby agrees to commence work within ten (10) days after the date of written notice and issuance of purchase order and agrees to be 100% complete within 120 calendar days from start date.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day above written.

The City of Lancaster, TX  
OWNER

The Paper Plate  
CONTRACTOR

  
\_\_\_\_\_  
Rickey Childers, City Manager

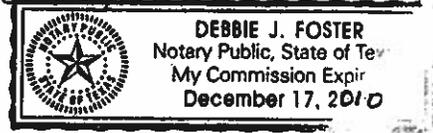
  
\_\_\_\_\_  
Linda Carlisle

Print or Type Name

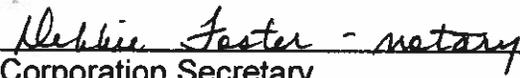
Title: President  
\_\_\_\_\_  
(President/Vice-President)

ATTEST:

ATTEST:

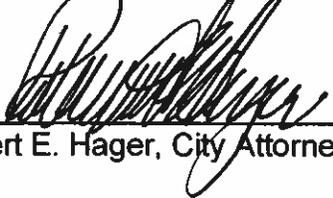


  
\_\_\_\_\_  
Dolle Shane, City Secretary  
City Secretary

  
\_\_\_\_\_  
Corporation Secretary

DEBBIE FOSTER  
\_\_\_\_\_  
Print or Type Name

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Robert E. Hager, City Attorney

## PROPOSAL SCHEDULE

Variations from the aforementioned specifications may be acceptable provided such differences are noted on the bid and are deemed to be advantageous to the City.

Any substitutions from brand names mentioned must be proved to be equal and may be considered for award by the Purchasing Manager and requesting department if so proven.

ITEM	DESCRIPTION	QUANTITY Per Year	UNIT PRICE	TOTAL
1	Daily Meal Service as Specified herein	26,000**	\$3.85	\$100,100.00

**\*\*Estimated quantity is 100 meals per day. Current estimate at old location was 50 meals per day. We are anticipating a gradual increase in services due to new location/more room.**

**Payment Terms and Discounts:**

Bidder offers a prompt payment discount of  1  %, net  15  calendar days. Discounts will not be considered in determining low bid. Unless otherwise specified, payment terms will be Net 30 days. The City will pay the successful bidder within 30 days after the receipt of a correct invoice or after the date of acceptance, which event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying with the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

**Exceptions/Notes:**

1. Meal Count Notice – The Company requires notification of the meal count
2. Disposable Pan Option – The bid price quoted DOES NOT include the use of disposable foil pans. At the quoted price, bulk, ready to eat foods are provided in industry standard, stainless steel hotel pans and lids. The use of these pans and lids is provided at not charge to The City; however, the Company requires that leftover foods are removed from the pans and that the pans are rinsed at the end of meal service. Pans and lids are picked up by the Company of the next service day.  Disposable foil pans are available upon request for an additional cost of \$2.40 for each pan/lid set.
3. Sack/Box Lunch Notice – The Company requires a minimum of two (2) business days written notification for each request for a Sack/Box lunch.
4. Substitution Notification – In the event tat a food substitution is unavoidable, The Company agrees to provide immediate notice of a comparable replacement food item. Notice of a food substitution will be provided in a practicable manner to include mail, facsimile, or telephone. The City agrees not to withhold acceptance of any reasonable food substitution.



**VENDOR INFORMATION SHEET**

Please Type or Print

Company Name	The Paper Plate, Inc.	Contact Person	Linda Carlisle		
Payment Address:	4848 So. Cockrell Hill Rd. Dallas, TX 75236				
Mailing Address:	4848 So. Cockrell Hill Rd. Dallas, TX 75236				
Phone:	972-296-788	Fax	972-296-1233		
Email:	Linda@thepaperplate.com				
Website:	Thepaperplate.com				
<b>Is your company a woman or minority owned business with at minimum 51% ownership?</b>			Yes	X	No
If Yes, Is your company certified? Please include a copy of your certificate with this bid package.			Yes	X	No
Texas Certifying Agency	DFW Minority Business Council				
Certification #	BLF 08225	Expiration Date:	7/31/2009		
Will subcontractors be used for this project? If yes, please list certification information on a separate form and include a copy of certificate.			Yes		No X
Federal ID # 75-2782474	Type of Business: Foodservice	Corporation YES	Sole Proprietor	Partnership	
County: Dallas	Other:				
<b>How did you here about this project and where did you receive the document from? Please check appropriate box below.</b>					
Dallas Morning News	Focus Newspaper	Demandstar/Onvia X	City of Lancaster Website	Via Telephone from Purchasing Agent	Plan Room
Plan Room Which One?					
Other:					
<b>Comments</b>					
<b>Would you like payments sent electronically? If yes, please complete items 1-6</b>			Yes	No X	
1. Name as it appears on bank account					
2. Company Name if different from above					
3. Routing Number	_____				
4. Account Number					
5. Type of Account	Checking _____ Savings _____				
6. Email address for payment advice.					

## GENERAL TERMS & CONDITIONS

### ACCESSIBILITY

The city of Lancaster Municipal Building is wheelchair accessible. For accommodations or sign interpretive services needed for proposal openings, please contact the City Secretary's Office Purchasing Office 48 hours in advance at (972) 218-1112.

### ADDENDA

Any interpretations, corrections or changes to this invitation to bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the city of Lancaster Purchasing Agent. Addenda will be mailed to all who are known to have received a copy of this bid. Bidders shall acknowledge receipt of all addenda. **It is the responsibility of the vendor to check for addenda.**

### ASSIGNMENT OF BID/CONTRACT

The successful bidder may not assign their rights and duties under and award without the written consent of the City's Purchasing Agent. Such consent shall not relieve the assignor of liability in event of default by their assignee.

### BID AWARD

The City reserves the right to award any combination of the sections as is deemed in the best interest of the City. The City also reserves the right to not award one or all sections.

### BID CONSIDERATION / TABULATION

After bids are opened and publicly read, the bids will be tabulated for comparison on the basis of the bid prices and quantities (lowest responsible vendor) or by the best value. Until final award of the Contract, the city reserves the right to reject any or all bids, to waive technicalities, and to re-advertise for new bids, or proposed to do the work otherwise in the best interests of the City.

The following items will be considered when an award is based on best value:

- ↳ The purchase price;
- ↳ The reputation of the bidder and of the bidder's goods or services;
- ↳ The quality of the bidders' goods or services;
- ↳ The extent to which the goods or services meet the municipality's needs;
- ↳ The bidder's past relationship with the municipality;
- ↳ The impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- ↳ The total long-term cost to the municipality to acquire the bidder's goods or services; and
- ↳ Any relevant criteria specifically listed in the request for bids or proposals.

### BID SUBMISSION

Bids may be submitted in person or by mail. **Facsimile Transmittals Will Not Be Accepted.**

- ↳ Submit sealed bids in person to 211 N. Henry Street, Lancaster, TX 75146.
- ↳ Submit sealed bids via mail to PO Box 940, Lancaster, TX 75146.
- ↳ To submit a bid via mail, all documents must be returned and an original signature provided on the bid acknowledgement.
- ↳ Bids will not be accepted in either format without a signature.
- ↳ The City is not responsible for mail service. If mail is delayed by the postal service, courier service, or in the internal mail system of the city of Lancaster beyond the date and hour set for the proposal opening, proposals thus delayed will not be considered and will be returned unopened.

Any proposal received after stated closing time will be returned unopened. If proposals are sent by mail to the Purchasing Agent, the proposer shall be responsible for actual delivery of the proposal to the Purchasing Agent before the advertised date and hour for opening of proposals.

If mail is delayed by the postal service, courier service, or in the internal mail system of the city of Lancaster beyond the date and hour set for the proposal opening, proposals thus delayed will not be considered and will be returned unopened.

### **BRAND NAMES**

If items for which bids have been called for have been identified by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering "equal" products will be considered for award if such products are clearly identified in the bids and are determined by the Purchasing Agent and requesting Department to be equal in all material respects to the brand name products referenced. **Unless the bidder clearly indicates in their bid that they are offering an "equal product", their bid shall be considered as offering a brand name product referenced in the Proposal Schedule.**

### **CANCELLATION OF BIDS**

Bids may be cancelled with 30 days written notice with good cause.

### **CHANGES OR ALTERATIONS**

No part of this bid may be changed/alterd in any way. Vendors must submit written requests to change any specifications/conditions with their proposal. **Changes made with out submission of a written request to this bid will result in disqualification.**

### **COMPLETING INFORMATION**

Bidder must fill in all information asked for in the blanks provided under each item. Failure to comply may result in rejection of the Bid at the City's option.

### **CONFLICT OF INTEREST**

No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local government Code Title 5. Subtitle C, chapter 171.

### **CONTRACT CLAUSE**

This bid, when properly accepted by the City of Lancaster, shall constitute a contract equally binding between the successful bidder and the City. No different or additional terms will become a part of this contract with the exception of change orders.

### **COOPERATIVE (INTER-LOCAL) AGREEMENT**

Successful bidder(s) agrees to extend prices to all entities that have entered into or will enter into joint purchasing inter-local cooperation agreements with the city of Lancaster. As such, the city of Lancaster has executed an inter-local agreement with certain other governmental entities authorizing participation in a cooperative purchasing program. The successful vendor shall extend pricing to any entity that already has or decides to enter into an Interlocal agreement with the city of Lancaster during the stated contract period for like commodities or services.

### **DEFAULT**

In case of default of the successful bidder, the city of Lancaster may procure the articles from other sources and hold the bidder responsible for any excess cost occasioned thereby.

### **DELIVERY**

The City reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the Bidder fails to furnish the materials by the guaranteed date, the City reserves the right to cancel the order without liability on its part. All prices are to be F.O.B. Lancaster, Texas all freight prepaid.

### **DELIVERY DATE**

Delivery date is an important factor to the City and may be required to be a part of each bid. The city of Lancaster considers delivery time to be that period elapsing from the time the individual order is placed until that order or work is received by the City at the specified delivery location. Failure of the bidder to meet guaranteed delivery dates or service performance could affect future City orders.

Whenever the Contractor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the Purchasing Agent, stating all relevant information. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to provisions herein. If the delay is unforeseen, the city has the right to extend delivery time if reason appears valid. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delivery.

## **DISCRIMINATION**

The undersigned, in submitting this proposal, represents that they are an equal opportunity employer, and will not discriminate with regard to race, religion, color, national origin, age or sex in the performance of this contract.

## **ETHICS**

The bidder shall not offer or accept gifts of any value nor enter into any business arrangement with any employee, official or agent of the city of Lancaster.

## **EXCEPTIONS / SUBSTITUTIONS**

All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. In the absence of such, a list shall indicate that the Bidder has not taken exceptions and shall hold the Bidder responsible to perform in strict accordance with the specifications of the invitation. The city of Lancaster reserves the right to accept any and all or none of the exceptions(s) / substitutions(s) deemed to be in the best interest of the City.

## **FISCAL YEAR**

The City operates on a fiscal year that ends on September 30<sup>th</sup>. State law mandates that a municipality may not commit funds beyond a fiscal year; this bid is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

## **FUNDING**

The city operates on a fiscal year that ends on September 30<sup>th</sup>. Because state law mandates that a municipality may not commit funds beyond a fiscal year, this bid is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

## **INDEMNIFICATION**

In case any action in court is brought against the Owner, or any officer or agent of the Owner, for the failure, omission, or neglect of the vendor to perform any of the covenants, acts, matters, or things by this contract undertaken; or for injury or damage caused by the alleged negligence of the vendor or his subcontractors or his or their agents, or in connection with any claim based on lawful demands of subcontractors, workmen, material men, or suppliers the vendor shall indemnify and save harmless the Owner and his officers and agents, from all losses, damages, costs, expenses, judgments, or decrees arising out of such action.

## **INSURANCE**

Deductibles, of any type, are the responsibility of the vendor/contractor

## **LATE BIDS**

Bids received in the city of Lancaster Purchasing Office after submission deadline will be considered void and unacceptable. The city of Lancaster is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Purchasing Office shall be the official time of receipt.

## **MISCELLANEOUS**

Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production and of the most suitable grade for the purpose intended. If at any time during the performance of this contract the Contractor believes that the furnishing of supplies or components which are not new is necessary or desirable, they shall notify the Purchasing Agent immediately, in writing, including the reasons therefore and proposing any consideration which will flow to the City if authorization to use supplies or components is granted.

The city of Lancaster supports a recycling program. Recycled materials are acceptable and will be considered for award. The City desires to use recycled products when a comparable material/product is available. If your company distributes products made of recycled materials please submit an alternate bid for the items requested. All recycled products should meet the minimum standards established in the bid specifications provided. State any exceptions: costs, warranties and percentage of recycle materials used in the manufacture of the material/product. The City will determine the acceptability of the materials/product bid as an alternate.

The City will consider special vendor pricing on discounts in exchange for City's willingness to participate in new product testing or promotion including ability of vendor to bring other potential customers to city job sites to demonstrate product. The amount of product discount in exchange for these services should be clearly stated in the bid document. Any promotional strategies should be discussed with the Purchasing Agent and approved by the appropriate City Official(s) before submission of the bid.

## **PATENTS / COPYRIGHTS**

The successful bidder agrees to protect the City of Lancaster from claims involving infringement of patents and/or copyrights.

### **PAYMENT TERMS & CONDITIONS**

All bids shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of bid. City review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials or service. Bids which call for payment before 30 days from receipt of invoice, or cash discounts given on such payment, will be considered only if in the opinion of the Purchasing Agent the review, inspection and processing procedures can be completed as to the specific purchases within the specified time.

It is the intention of the city of Lancaster to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise. Invoices shall be fully documented as to labor, materials and equipment provided. Orders will be placed by the Purchasing Department and must be given a Purchase Order Number to be valid. No payments shall be made on invoices not listing a Purchase Order Number. No partial payment will be made.

Payment will not be made by the City until the vendor has been given a Purchase Order Number, has furnished proper invoice, materials, or services, and otherwise complied with City Purchasing procedures, unless this provision is waived by the City.

### **PROVISIONAL CLAUSES**

The city of Lancaster will not enter into any contract where the cost is provisional upon such clauses as are known as "escalator" or "cost-plus" clauses.

### **REJECTION OF BIDS**

The City reserves the right to reject any or all bids or to waive technicalities at its option when in the best interests of said City.

Bids will be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, unauthorized alternate bids or irregularities of any kind. However, the City reserves the right to waive any irregularities and to make the award in the best interests of the City.

The City reserves the right to reject any or all bids, and all bids submitted are subject to this reservation. Bids may be rejected, among other reasons, for any of the following specific reasons:

- Bids received after the time limit for receiving bids as stated in the advertisement.
- Proposal containing any irregularities.
- Unbalanced value of any items.

Bidders may be disqualified and their bids not considered, among other reasons, for any of the following specific reasons:

- Reason for believing collusion exists among the Bidders.
- Reasonable grounds for believing that any Bidder is interested in more than one Proposal for the work contemplated.
- The Bidder being interested in any litigation against the City.
- The Bidder being in arrears on any existing contract or having defaulted on a previous contract.
- Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
- Uncompleted work, which in the judgment of the City will prevent or hinder the prompt completion of additional work if awarded.

### **REQUEST FOR NON-CONSIDERATION**

Bids deposited with the City cannot be withdrawn prior to the time set for opening bids. Request for non-consideration of bids must be made in writing to the Purchasing Agent and received by the City prior to the time set for opening bids. After other bids are opened and publicly read, the Proposal for which non-consideration is properly requested may be returned unopened. The Proposal may not be withdrawn after the bids have been opened, and the Bidder, in submitting the same, warrants and guarantees that this bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such bid will not and cannot be withdrawn because of any mistake committed by the Bidder.

### **SALES TAX**

The total for each bid submitted must include any applicable taxes. Although the City is exempt from most City, State, or Federal taxes, this is not true in all cases. It is suggested that taxes, if any, be separately identified, itemized, and stated on each bid. The City cannot determine for the bidder whether or not the bid is taxable to the City. The bidder through the bidder's attorney or tax consultant must make such determination. Bills submitted for taxes after the bids are awarded will not be honored.

## **TERMINATION OF CONTRACT**

This contract shall remain in effect until the contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a thirty (30) day written notice prior to any cancellation. The successful bidder must state the reasons for such cancellation. The city of Lancaster reserves the right to award canceled contract to the next lowest and best bidder as it deems to be in the best interest of the City.

## **TERMINATION FOR DEFAULT**

The city of Lancaster reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City of Lancaster reserves the right to terminate the contract immediately in the event the successful bidder fails to:

1. meet schedules;
2. defaults in the payment of any fees; or
3. otherwise perform in accordance with these specifications.

Breach of contract or default authorizes the city of Lancaster to exercise any or all of the following rights:

1. the City may take possession of the assigned premises and any fees accrued or becoming due to date;
2. the city may take possession of all goods, fixtures and materials of successful bidder and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due. The City shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the City within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate.

Bidder, in submitting this bid, agrees that the City of Lancaster shall not be liable to prosecution for damages in the event that the City declares the bidder in default.

## **VENUE**

This agreement will be governed and construed according to the laws of the State of Texas and performable in the city of Lancaster.

## **WAGES**

Successful bidder shall pay or cause to be paid, without cost or expense to the city of Lancaster, all Social Security, Unemployment and Federal Income Withholding Taxes of all such employees and all such employees shall be paid wages and benefits as required by Federal and/or State Law.

## **WARRANTY**

Successful bidder shall warrant that all items/ services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. A copy of the warranty for each item being bid must be enclosed.

## STATE RECIPROCAL REQUIREMENT

The City of Lancaster, as a governmental agency of the State of Texas, may not award a contract for general construction, improvements, services or public works projects or purchases of supplies, materials, or equipment to a non-resident bidder unless the non-resident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder to obtain a comparable contract in the state in which the non-resident's principal place of business is located (Article 601g v.t.c.s.). Bidder shall answer all the following questions by encircling the appropriate response or completing the blank provided.

1. Where is your principal place of business? Dallas, Texas
2. Only if your principal place of business is not in the state of Texas, please indicate:
  - A. In which state is your principal place of business located? \_\_\_\_\_
  - B. Does that state favor resident bidders (bidders in your state) by some dollar increment or percentage?  
YES NO
  - C. If "YES", what is that dollar increment or percentage? \_\_\_\_\_

---

## NON-COLLUSION STATEMENT

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firms, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employer or agent to any other person engaged in this type of business prior to the official opening of this bid.

Vendor: The Paper Plate, Inc.

Address: 4848 So. Cockrell Hill Rd.

City, State, Zip: Dallas, Texas 75236

Signature of company official  
authorizing this bid: 

Printed Name: Linda Carlisle

Title: President

**Request for Taxpayer  
Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return) <b>The Paper Plate, Inc</b>	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ _____	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.) <b>4848 So Cockrell Hill Rd.</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Dallas TX 75236</b>	
List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
OR
Employer identification number
<b>75-2782474</b>

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Quade Chelmer</i>	Date ▶ <b>11/6/08</b>
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**Purpose of Form**

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding,
- or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

• Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.



# STATE OF TEXAS – FORM CIQ CONFLICT OF INTEREST QUESTIONNAIRE

**For A Vendor or Other Person Doing Business with the City of Lancaster**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose on this form the vendor name, person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, the questionnaire must be filed with the Purchasing Agent of the City of Lancaster not later than the 7<sup>th</sup> business day after the date the person becomes aware of the facts that require the statement to be filed.

Please return the completed form to City of Lancaster, Attn: Purchasing, PO Box 940, Lancaster, TX 75146.

See Section 176.006 of the Local Government Code for further details. Note: A person commits an offense (Class C misdemeanor) if the person violates Section 176.006.

A City of Lancaster employee or officer is defined as a member of the Lancaster City Council, Lancaster Economic Development Corporation Board of Directors, Lancaster Recreational Development Corporation Board of Directors, Housing-Finance Corporation Board of Directors, and any employee of the City that makes purchasing decisions or recommendations regarding the use of funds of the City or said corporations.

1. Please provide the following information:

Company Name:	The Paper Plate, Inc.
Representative Name:	Linda Carlisle
Address / Phone:	4848 So Cockrell Hill Rd. Dallas, Tx 75236 972-296-7888

2. Check this box if you are filing an update to a previously filed questionnaire.

3. Name of each employee, official, or contractor of the City of Lancaster who makes purchasing decisions or recommendations regarding the use of funds of the City or corporations listed above and describe the affiliation or business relationship with your firm.

Name	Affiliation or Business Relationship

State of Texas-Conflict of Interest Form (CIQ)

Continued

Page 2

Complete item 4 below only if you have listed someone in item 3 on the previous page. This section must be completed for each officer with whom the vendor/business (filer) has an affiliation or other relationship. Attach additional pages, if necessary.

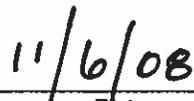
4. Name of City of Lancaster officer with whom the vendor/business has affiliation or business relationship.

--

A	Is the City of Lancaster employee or officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?	YES	NO
B	Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the City of Lancaster officer named in this section and the taxable income is not from the City of Lancaster?	YES	NO
C	Is the filer of this questionnaire affiliated with a corporation or other business entity that the City of Lancaster employee or officer serves as an officer or director, or hold an ownership of 10 percent or more?	YES	NO
D	Describe each affiliation or business relationship.		

5. Signature

  
\_\_\_\_\_  
Signature of person doing business  
with the City of Lancaster (filer)

  
\_\_\_\_\_  
Date

## REFERENCE PAGE

Please list five companies, preferably government, that your company has done business with over the last two years. Please all government agencies that your company has done business with at the bottom of this form.

1. Life Schools Marilyn Muscanere  
 COMPANY NAME CONTACT PERSON

777 South I 35E Red Oak, TX 75154  
 STREET ADDRESS CITY STATE ZIP

214-376-8200 lifechar@ednet10.net  
 TELEPHONE NUMBER EMAIL

Daily meal service for breakfast and lunch Approximately 1300 meals per day  
 PRODUCTS / SERVICE CURRENTLY BEING USED

2. J.Eric Jonsson Community School Rosalba Alaniz  
 COMPANY NAME CONTACT PERSON

106 E. 10<sup>th</sup> Street Dallas, TX 75203  
 STREET ADDRESS CITY STATE ZIP

214-915-1821 Ralaniz@jonssonschool.org  
 TELEPHONE NUMBER EMAIL

Daily meal service for breakfast and lunch Approximately 250 meals per day  
 PRODUCTS / SERVICE CURRENTLY BEING USED

3. Universal Academy Janice Blackmon  
 COMPANY NAME CONTACT PERSON

2616 North MacArthur Blvd. Irving, TX 75062  
 STREET ADDRESS CITY STATE ZIP

972-255-1800 ua.hr@universalachademy.com  
 TELEPHONE NUMBER EMAIL

Daily meal service for breakfast and lunch Approximately 800 meals per day  
 PRODUCTS / SERVICE CURRENTLY BEING USED

4. Uplift Education Rosa Garner  
 COMPANY NAME CONTACT PERSON

1750 Viceroy Dr. Dallas, TX 75039  
 STREET ADDRESS CITY STATE ZIP

214-276-0363 ROlmosGarner@UpliftEducation.org  
 TELEPHONE NUMBER EMAIL

Daily meal service for breakfast and lunch Approximately 900 meals per day  
 PRODUCTS / SERVICE CURRENTLY BEING USED

5. City of Garland Jose Alvarado  
 COMPANY NAME CONTACT PERSON

1750 Viceroy Dr. Dallas, TX 75039  
 STREET ADDRESS CITY STATE ZIP

972-205-3316 JAlvarad@ci.garland.tx.us  
 TELEPHONE NUMBER EMAIL

2008 Summer Feeding Program Approximately 3000 meals per day  
 PRODUCTS / SERVICE CURRENTLY BEING USED

**Government Agencies:**

City of Garland


**AMENDMENT TO CONTRACT AGREEMENT  
Meal Services**

**THE STATE OF TEXAS   §  
COUNTY OF DALLAS   §**

This amendment is entered into between the City of Lancaster, a home rule city hereinafter referred to as *CITY*, and The Paper Plate hereinafter referred to as *CONTRACTOR*.

**AGREEMENT**

The Amendment adds the following conditions to the original contract.

1. **Increase of per meal price as follows:**
  - a. Original Price                   \$3.85
  - b. Requested Increase           5.5%
  - c. New Amount                     \$4.06
2. **Extension of services (Renewal Option 1)**
  - a. December 8, 2009 to December 7, 2010.

**AMENDMENT**

This Agreement may only be amended by the written mutual agreement of both parties.

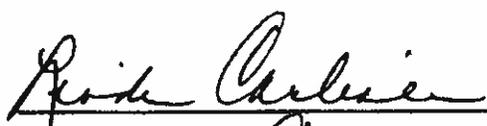
By signing below, you agree to the amendment of your original contract with the above terms. All original terms and conditions remain the same.

Executed this 12<sup>th</sup> day of October, 2009.

CITY OF LANCASTER, TEXAS

THE PAPER PLATE

  
\_\_\_\_\_  
Rickey Childers, City Manager

  
\_\_\_\_\_  
Linda Carlisle, President  
Printed Name & Title

**LANCASTER CITY COUNCIL**  
Agenda Communication for  
January 24, 2011

**3**

AG11-003

**Consider an ordinance of the City of Lancaster, Texas, repealing Ordinance No. 2006-08-29 requiring a Specific Use Permit (SUP) for all new development along the IH-35E Corridor District in the City of Lancaster, Dallas County, Texas, in its entirety; providing a severability clause; and providing an effective date.**

**This request supports the City Council 2010-2011 Policy Agenda.**

**Goal 2: Quality Development**

**Background**

On August 28, 2006, the City Council approved a requirement for an SUP for all development within 1,000 feet of IH-35E from Interstate 20 to the Dallas County Line. At the time, there was an I-35E Corridor Study underway by Kimley-Horn and Associates to define and develop a vision for the areas along the IH-35E corridor. The SUP requirement was put in place as a temporary measure until such time as the proposed development standards could be prepared and adopted by City Council. The consultants were in the process of conducting economic analysis and meeting with stakeholders in the area; and the anticipated completion date was 2007. The project was about 45% complete when the City cancelled the contract due to budgetary constraints.

Since that time, there have been numerous development requests. Due to the current economic climate, it is unknown when and if the IH-35E corridor study might resume either with the assistance of an outside consultant or as an in-house project. Repealing this ordinance promotes an environment more conducive to development inquiries.

**Considerations**

- **Operational** – This is a request to repeal the ordinance that was approved as a temporary measure requiring a Specific Use Permit (SUP) for all new development along IH-35E. The Lancaster Development Code (LDC) currently has regulations in place that will allow for logical development along the IH-35E corridor. Most of the parcels are zoned CH – Commercial Highway and/or LI-Light Industrial. As such, uses will be evaluated as all other land uses outlined in the LDC. For example, if there is a use that is allowed by right, that project will receive approval by Staff and will move forward in the building permit process. If the use requires a Specific Use

Permit (SUP), the applicant will follow the normal method of receiving approval through obtaining a recommendation from the Planning and Zoning Commission and subsequent approval from the City Council.

- **Legal** – The City Attorney has advised staff that since the City is not currently pursuing an IH-35E Corridor Study, the requirement of an SUP could be challenged, placing the City in a vulnerable position. The City Attorney has reviewed the repealing ordinance which is attached.
- **Financial** – There is no financial impact related to the repeal of the ordinance.
- **Public Information** – There are no public hearing notifications required to repeal the ordinance.

### **Options/Alternatives**

1. Approve the ordinance as presented.
2. Deny the ordinance and direct staff. This would leave the SUP requirement in place for development along the IH-35E corridor

### **Recommendation**

Staff recommends approval of the ordinance as presented.

### **Attachments**

- Ordinance
- Ordinance No. 2006-08-29 as adopted

### **Prepared and submitted by:**

Rona Stringfellow-Govan, Director of Development Services

**Date:** January 14, 2011

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, REPEALING ORDINANCE NO. 2006-08-29 REQUIRING A SPECIFIC USE PERMIT (SUP) FOR ALL NEW DEVELOPMENT ALONG THE IH-35E CORRIDOR DISTRICT IN THE CITY OF LANCASTER, DALLAS COUNTY, TEXAS, IN ITS ENTIRETY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lancaster is a Home Rule City, and,

**WHEREAS**, the City has adopted zoning regulations to ensure the health, safety and general welfare of the community; and,

**WHEREAS**, the City is not in the process of future revision to the Comprehensive Land Use Plan and development standards for the IH-35E corridor; and,

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

**SECTION 1.** That Ordinance No. 2006-08-29, an Ordinance of the City of Lancaster, Texas, as amended, is hereby repealed.

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

**SECTION 3. EFFECTIVE DATE.** This ordinance shall take effect immediately from and after its passage and the publication of the caption as the law and charter in such cases provide.

**DULY PASSED** by the City Council of the City of Lancaster, Texas, on the 24<sup>th</sup> day of January 2011.

**APPROVED:**

\_\_\_\_\_  
MARCUS E. KNIGHT, MAYOR

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
ROBERT E. HAGER, CITY ATTORNEY

**ORDINANCE NO. 2006-08-29**

**AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, AMENDING ORDINANCE NO. 2006-04-13, THE LANCASTER DEVELOPMENT CODE AND MAP OF THE CITY OF LANCASTER, AS AMENDED, BY REQUIRING A SPECIFIC USE PERMIT (SUP) FOR ALL NEW DEVELOPMENT ALONG I-35E, IN THE CITY OF LANCASTER, DALLAS COUNTY, TEXAS, MORE GENERALLY DESCRIBED AS ALL PROPERTIES WITHIN 1,000 FEET EAST OF I-35E, FROM IH-20 TO THE DALLAS COUNTY LINE BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND (\$2,000) DOLLARS FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lancaster is a Home Rule City, and,

**WHEREAS**, the City has adopted zoning regulations to ensure the health safety and general welfare of the community; and,

**WHEREAS**, the City is currently in process of revising the Comprehensive Land Use Plan and development standards for the I-35 corridor; and,

**WHEREAS**, the Planning and Zoning Commission and the City Council of the City of Lancaster, in compliance with the laws of the State of Texas with references to the granting of zoning classification changes, have given the requisite notices by publication and otherwise, and have held due hearings and afforded a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof; and

**WHEREAS**, the City Council of the City of Lancaster is of the opinion and finds that the Comprehensive Zoning Ordinance and Map should be amended;

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

**SECTION 1. A.** That on Zoning Case No. Z06-24, the Comprehensive Zoning Ordinance, the Comprehensive Plan and Map of the City of Lancaster, be hereby amended to require a Specific Use Permit for all new developments within 1000 feet of I-35E, from IH-20 to the Dallas County Line and being more particularly described in Exhibit "A" (Location Map) attached hereto and made a part hereof for all purposes.

**SECTION 2. SAVINGS CLAUSE.** Ordinance Number 2006-04-13, the Zoning Ordinance of the City of Lancaster, Texas, as amended, shall remain in full force and effect, save and except as amended by this ordinance.

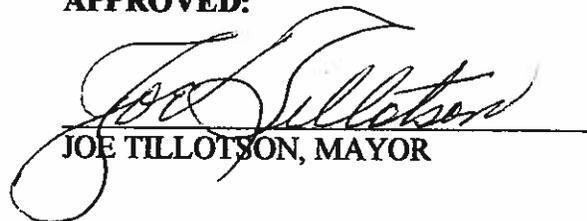
**SECTION 3. SEVERABILITY CLAUSE.** If any article, paragraph, subdivision, clause or provision of this ordinance or the Comprehensive Zoning Ordinance, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such judgment or holding shall not affect the validity of this ordinance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

**SECTION 4. PENALTY CLAUSE.** Any person, firm or corporation violating any of the provisions of this ordinance or the Comprehensive Zoning Ordinance of the City of Lancaster, Texas, as amended hereby, shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court of the City of Lancaster, Texas, shall be subject to a fine not to exceed the sum of Two Thousand (\$2,000.00) dollars for each offense, and each and every day such offense shall continue shall be deemed to constitute a separate offense.

**SECTION 5. EFFECTIVE DATE.** This ordinance shall take effect immediately from and after its passage and the publication of the caption as the law and charter in such cases provide.

**DULY PASSED** by the City Council of the City of Lancaster, Texas, on the 28<sup>th</sup> day of August 2006.

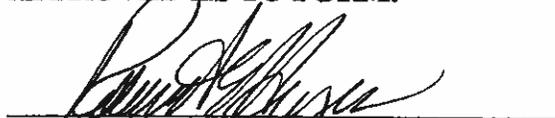
**APPROVED:**

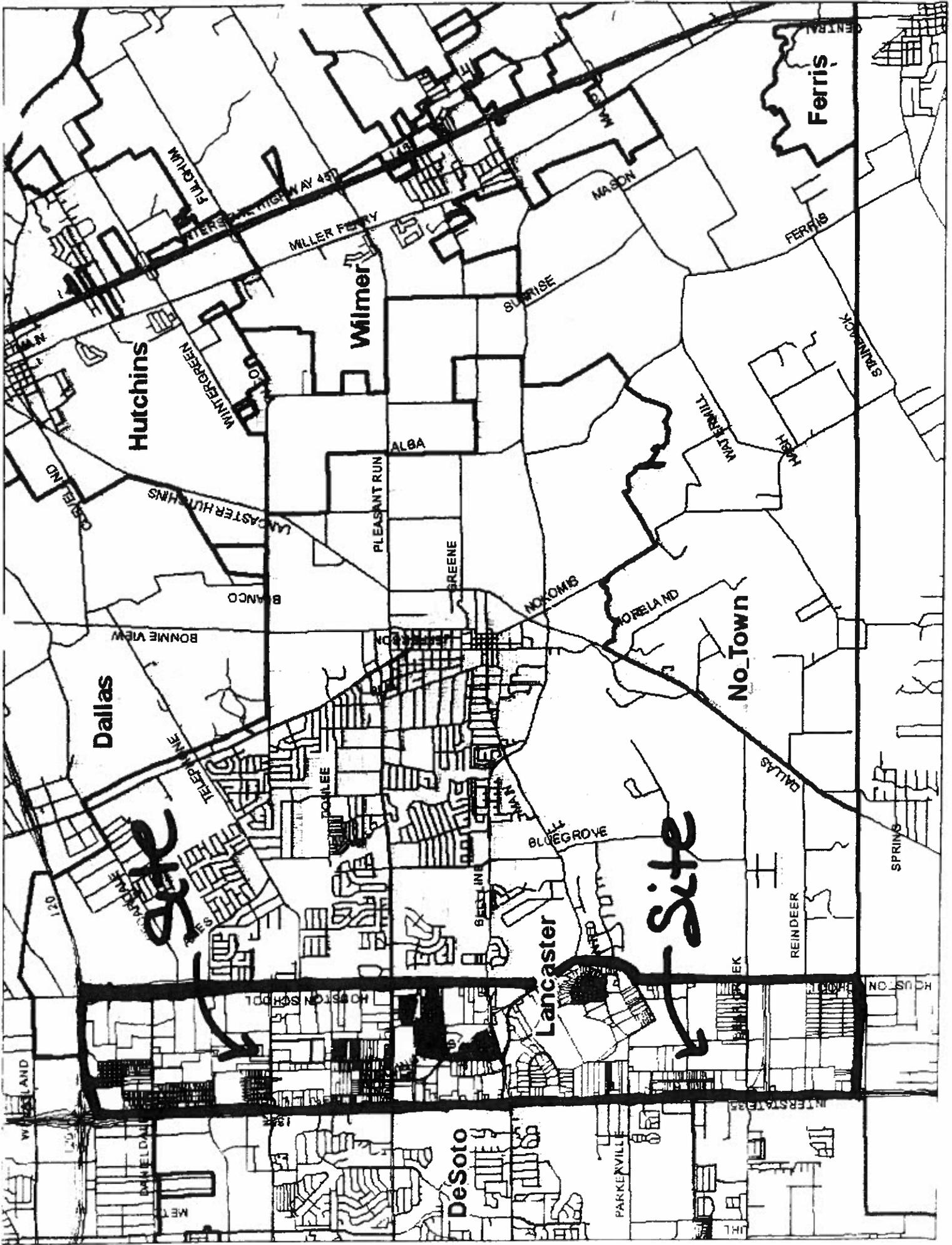
  
JOE TILLOTSON, MAYOR

**ATTEST:**

  
DOLLE K. SHANE, CITY SECRETARY

**APPROVED AS TO FORM:**

  
ROBERT E. HAGER, CITY ATTORNEY



Dallas

Hutchins

Wilmer

Lancaster

DeSoto

Ferris

No. Town

Site

INTERSTATE 40  
MILLER FERRY

INTERSTATE 75  
WINTERGREEN

PLEASANT RUN

GREENE

BLUE GROVE

BESTLINE

TELEPHONE

BONNIE VIEW

BLANCO

LANCASTER HUTCHINS

ALBA

SURPRISE

MASON

FERRIS

TIMBERDALE

DALLAS

REINDEER

SPRINGS

STANBACH

HUSTON

INTERSTATE 75

PARKVILLE

MET

DANIELDA

WILLAND

120

120

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120

# LANCASTER CITY COUNCIL

Agenda Communication for  
January 24, 2011

4

AG11-004

**Conduct a Public Hearing and consider a request (Z11-01) to amend Ordinance No. 2006-04-13, the Lancaster Development Code and Map of the City of Lancaster, as amended, by granting a change in zoning from Light Industrial (LI) to Light Industrial – Specific Use Permit for an Aerial Park Commercial Amusement Facility located approximately 3,250 feet west of the intersection of West Beltline Road and South Dallas Avenue and more commonly known as 700 West Beltline Road, Lancaster, Texas.**

**This request supports the City Council 2010-2011 Policy Agenda.**

**Goal 2: Quality Development**

## **Background**

- 1. Location and Size:** The property is generally located 3,250 feet west of the intersection of West Beltline Road and Dallas Avenue. The property under consideration is approximately 19.83 acres of land.
- 2. Current Zoning:** The subject property is currently zoned LI – Light Industrial.
- 3. Adjacent Properties:**  
North: A-O, Agricultural Open  
South: LI, Light Industrial (Vacant land)  
East: LI, Light Industrial (Bailey Tool)  
West: A-O, Agricultural Open
- 4. Comprehensive Plan Compatibility:** The Comprehensive Plan identifies this site as suitable for low density residential. This proposal is not compatible with the Comprehensive Plan; however it is compatible with the surrounding amenities of a golf course and City Park.
- 5. Public Notification:** The Public Hearing notice appeared in the Focus Daily Newspaper and property owner notifications were mailed out on December 23, 2010. Zoning signs were placed on the subject property on December 28, 2010, satisfying the noticing requirement for this request.

**6. Case/Site History:**

<b>Date</b>	<b>Body</b>	<b>Action</b>
01/04/11	P&Z	Z11-01 SUP for Aerial Park Recommended approval 4-0

**Considerations**

- **Operational** – This is a request for a Specific Use Permit (SUP) to develop an Aerial Park within the city limits. An Aerial Park is an amusement center for adventurous people seeking outdoor entertainment. It uses ropes, trees, harnesses and platforms to form a zip-line course. This course allows people to “zip” from tree to tree while suspended on ropes multiple feet above the ground. It utilizes the natural features of the land (trees) to maintain the natural beauty of the area while providing amusement and entertainment for people of all ages. The aerial park can also be utilized by corporations for team-building exercises, as a field trip for school-age students, by organizations as a retreat, and multiple other functions. It would be compatible with the nearby land uses of a golf course and City park, which are also located on Beltline Road.
- **Legal** – If the SUP request is approved by the City Council, the City Attorney will prepare an ordinance.
- **Financial** - There are no financial considerations for this case.
- **Public Information** - The public hearing notice, legal notice, property owner notification and on-site zoning sign requirements were fulfilled, in accordance with the Lancaster Development Code. No property owner notifications were returned in favor of or opposed to the SUP request.

**Options/Alternatives**

1. Close the Public Hearing and consider the SUP request in accordance with staff and/or P&Z recommendations.
2. Close the Public Hearing and consider the SUP request with modifications and state those modifications.
3. Close the Public Hearing and consider the SUP request, as proposed.
4. Postpone consideration of this item.
5. Deny the SUP request.

**Recommendation**

**P&Z**

At the January 4, 2011 meeting, the Planning and Zoning Commission recommended approval (4-0) of case Z11-01, following staff's recommendation as outlined below.

**STAFF**

Staff recommends conducting and closing the public hearing. Staff recommends approval of the SUP request with the following stipulations:

1. This SUP is limited to the use and operation of the site as currently configured. Expansion of the existing building or substantial alteration that would increase the building occupancy or intensity of use shall require reconsideration and approval of this SUP.
2. The SUP is required to be renewed every 10 years for the life of its operation.
3. The use of alternative materials for non-required parking spaces be granted to preserve the naturalness of the subject property and keep the area environmentally friendly by reducing the amount of pavement and retaining as much permeable surface as possible.

*If Council approves the SUP request, Council may direct the City Attorney to prepare the ordinance for consideration at the February 14, 2011 Council meeting.*

**Attachments**

- Planning and Zoning Commission Agenda Communication/with attachments (January 4, 2011)
- Unapproved Planning and Zoning Commission Meeting Minutes Excerpt (January 4, 2011)

**Prepared and submitted by:**  
Nathaniel Barnett, Senior Planner

**Date:** January 14, 2011

**PLANNING & ZONING COMMISSION**  
**Agenda Communication for**  
**January 4, 2011**

**#5**

**Z11-01 Conduct a Public Hearing and Consider a Request for a Specific Use Permit for an Aerial Park use for Property Generally Located approximately 3250 feet west of the intersection of West Beltline Road and Dallas Avenue.**

**Background**

1. **Location and Size:** The property is generally located 3250 feet west of the intersection of West Beltline Road and Dallas Avenue. The property under consideration is approximately 19.83 acres of land.
2. **Current Zoning:** The subject property is currently zoned LI – Light Industrial.
3. **Adjacent Properties:**  
North: A-O, Agricultural Open  
South: LI, Light Industrial (Vacant land)  
East: LI, Light Industrial (Bailey Tool)  
West: A-O, Agricultural Open
4. **Comprehensive Plan Compatibility:** The Comprehensive Plan identifies this site as suitable for Low density residential. This proposal is not compatible with the Comprehensive Plan, however it is compatible with the surrounding amenities of a golf course and City Park.
5. **Public Notification:** The Public Hearing notice appeared in the Focus Daily Newspaper and property owner notifications were mailed out on December 23, 2010. Zoning signs were placed on the subject property on December 28, 2010, satisfying the noticing requirement for this request
6. **Case/Site History:** N/A

**Considerations**

The applicant is requesting a Specific Use Permit (SUP) for property located in a light industrial zoning district. The proposed business is an aerial park. An aerial park is considered as a commercial amusement/recreation (outside) use and is allowed within the light industrial zoning district, subject to approval of a Specific Use Permit.

The purpose of the SUP process is to authorize and regulate certain uses allowed in a particular zoning designation, yet ensure that such uses are not detrimental to surrounding property, and are consistent with the stated purpose of the zoning district. An SUP can address issues regarding conditions of operation, location, sign display, timeframe, etc.

The applicant is requesting this SUP to be allowed to establish a recreational use in line with the other recreational amenities located in the area. An aerial park is an amusement center for adventurous people seeking outdoor entertainment. It uses ropes, trees, harnesses and platforms to form a zip-line course. This course allows people to "zip" from tree to tree while suspended on ropes multiple feet above the ground. It utilizes the natural features of the land (trees) to maintain the natural beauty of the area while providing amusement and entertainment for people of all ages. If granted, this aerial park would be the first of its kind in north Texas.

When evaluating this request, Staff considered the surrounding uses in this area, the proposed use of the subject property, and reviewed other parks of this type. The proposed use would utilize the natural features of the subject property. The applicant is proposing to limit the number of buildings on the property by only developing a one-story, 4,000 square foot building to serve as the welcoming center. The applicant is also proposing to utilize alternative materials for the non-required parking spaces to preserve the natural look of the subject property and to be more environmentally friendly. The alternative materials being proposed are crushed stone and gravel, which would have to be approved by the Planning and Zoning Commission.

Given its compatibility with existing uses and its potential to become a tourist attraction for the City of Lancaster, Staff has concluded that the proposed use should be granted an SUP renewable every 5 years for the life of its operation.

### **Options/Alternatives**

- 1) Recommend approval in accordance with modifications and said modifications shall be stipulations of approval.
- 2) Recommend approval, as requested.
- 3) Postpone consideration.
- 4) Recommend denial of the request.

### **Recommendation**

Staff recommends approval of the item (Option 1), in accordance with the following recommendations:

1. This SUP is limited to the use and operation of the site as currently configured. Expansion of the existing building or substantial alteration that would increase the building occupancy or intensity of use shall require reconsideration and approval of this SUP.
2. The SUP is required to be renewed every 5 years for the life of its operation.
3. The use of alternative materials for non-required parking spaces be granted to preserve the naturalness of the subject property and keep the area environmentally friendly by reducing the amount of pavement and retaining as much permeable surface as possible.

Planning and Zoning Commission  
Agenda Communication  
January 4, 2011  
Page 3

**Approval Process**

Upon recommendation by the Planning and Zoning Commission, the City Council will conduct a public hearing and render a final decision for this item at their January 24, 2011, regular meeting.

**Attachments**

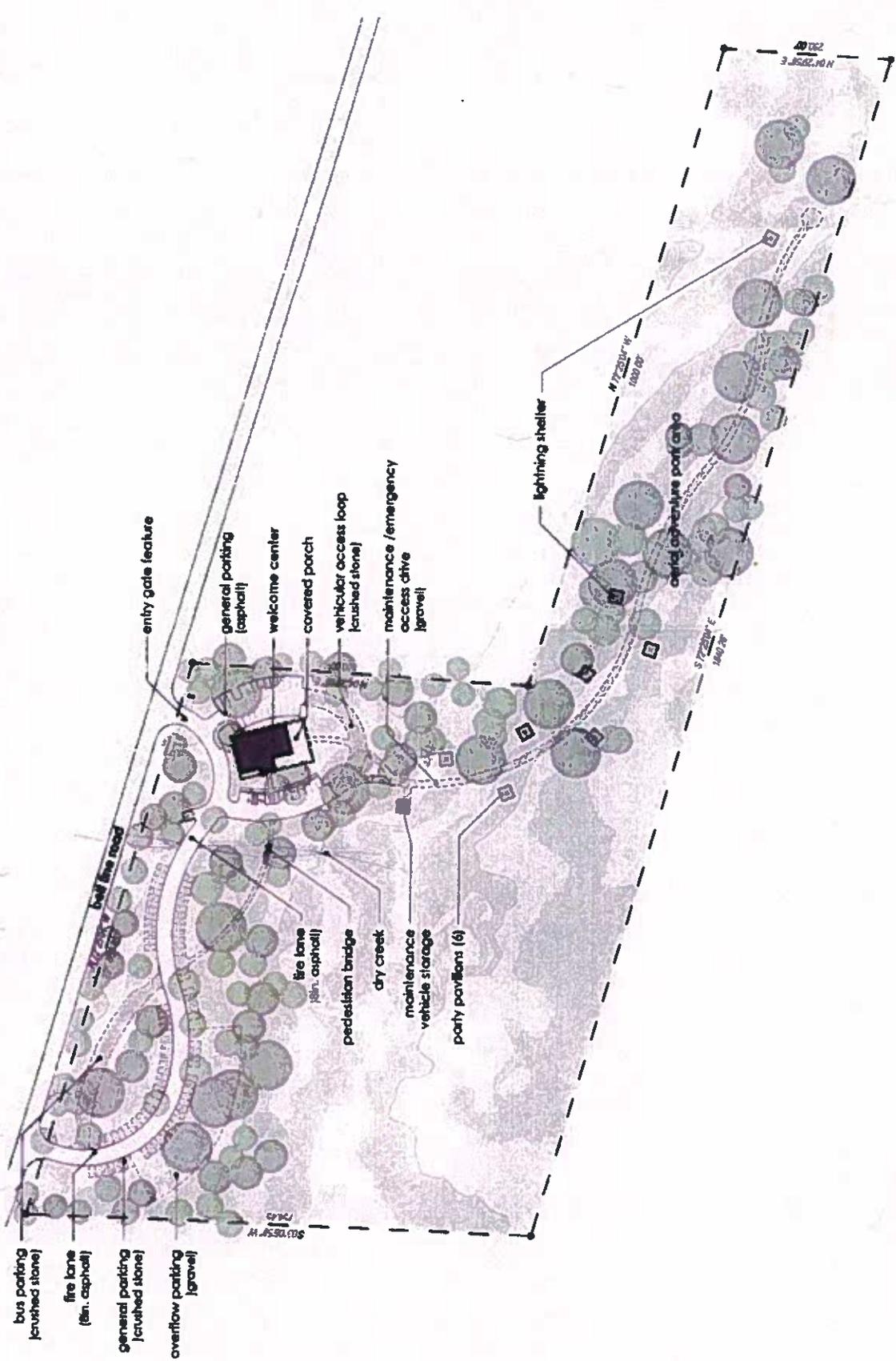
Site Plan  
Property Owner Notification map  
Property Owner Notification listing

**Prepared By and Submitted By:**

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Nathaniel Barnett  
Senior Planner, Planning Department

**Date:** December 28, 2010



- bus parking (crushed stone)
- fire lane (fin. asphalt)
- general parking (crushed stone)
- overflow parking (gravel)

Texas Aerial Forest Challenge Park - Lancaster, Tx  
 30 November 2010





- Parcels
- Subject Parcel
- Notification Parcels
- 200' Notification Area

0 250 500 1,000 Feet

**City of Lancaster**  
**700 W. Belt Line Rd**  
**200' Notification Area**

ID	DCAD Account #	Owners Name	Mailing Address	City	State	Zip	Site Address
1	36040550030230000	CAVITT, DARYL W	328 HOMESTEAD DR	LANCASTER	TX	75146	328 HOMESTEAD DR
2	65017228010410000	LANCASTER MILLS LP	11615 FOREST CENTRAL DR #303	DALLAS	TX	75243	172 W BELT LINE RD
3	65017228010060000	LANCASTER MILLS LP	11615 FOREST CENTRAL DR #303	DALLAS	TX	75243	174 W BELT LINE RD
4	36068220010010000	MOORE, GLORIA	PO BOX 64	LANCASTER	TX	75146	700 W BELT LINE RD
5	65017228010040000	MOORE, GLORIA	PO BOX 64	LANCASTER	TX	75146	800 W BELT LINE RD
6	65017228010280000	SHELTER BAILEY LP	PO BOX 1148	LANCASTER	TX	75146	600 W BELT LINE RD
7	65017228010330000	MOFFITT, LAWRENCE E	PO BOX 279	LANCASTER	TX	75146	610 W BELT LINE RD
8	65017228010360000	ESTATE PLANNING CORP	6360 LBJ FWY #200	DALLAS	TX	75240	300 W BELT LINE RD
9	65017228010330100	CITY OF LANCASTER	PO BOX 940	LANCASTER	TX	75146	240 W BELT LINE RD

**REGULAR MEETING MINUTES  
PLANNING & ZONING COMMISSION  
CITY OF LANCASTER, TEXAS  
TUESDAY, JANUARY 4, 2011**

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1. **Z11-01** Conduct a Public Hearing and Consider a Request for a Specific Use Permit for an Aerial Park use for Property Generally Located approximately 3250 feet west of the intersection of West Beltline Road and Dallas Avenue.

Senior Planner Barnett gave a brief presentation on the SUP request for the aerial park. Senior Planner Barnett showed examples of what the aerial park would look like and mentioned the compatibility of the park with some of the surrounding uses. Senior Planner Barnett also mentioned that the Staff had changed their recommendation from a 5-year renewal for the SUP to a 10-year renewal.

Applicant's representative Deric Salser, Michael Saucedo, Louis Saucedo and Ed Frawley gave a brief presentation for the aerial park. Mr. Salser mentioned that this was a forest park and the area was perfect for the proposed use. Mr. Frawley, 1000 Crescent Court, Dallas, Texas, added that they have been working to develop another type of use but would have had to remove a lot of the trees and they changed to an aerial park to be able to preserve the trees.

Commissioner Pointer asked what the projected time frame was to be up and running with this development. Mr. Salser answered that they would like to be up and running before the summer was over. The most timely component would be the building of the welcome center which could take 3 – 4 months.

Commissioner Colton asked who the architect for the proposal was. Mr. Salser answered it was his company, the Evergreen Architectural Group. Commissioner Colton asked about the safety features of the equipment. Mr. Salser stated that the user is clipped in 2 places to the equipment and have staff there supervising the users. Senior Planner Barnett also stated that the Fire Department would inspect the property routinely. Commissioner Colton also asked about the buffering from the residences that are adjacent to the property. Mr. Salser stated that there are a vast number of trees that will buffer the development from the residences.

Commissioner Pointer asked what the projected cost would be for a family of four. Mr. Salser stated judging by the other parks located in the northeast part of the country, it could be about \$30 per person for a 3 hour admission. But prices could be lower due to the location being in the south.

Commissioner Colton asked if any of the development was in the floodplain. Senior Planner Barnett stated that the Engineering Department had looked at the plans and determined that the development met the criteria for

**REGULAR MEETING MINUTES  
PLANNING & ZONING COMMISSION  
CITY OF LANCASTER, TEXAS  
TUESDAY, JANUARY 4, 2011**

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development in a flood plain. Michael Saucedo added that the developers are away of the flood plain issues and have taken every precaution to ensure that it would not be detrimental to the development.

Commissioner Perkins asked if any lighting would be added to the property and what the hours of operation would be. Mr. Salser stated that no lights were planned for the aerial park and they would be opened from 9am until dark.

Vice Chair Elkins opened the public hearing.

**FAVOR:**

None

**AGAINST:**

None

Vice Chair Elkins entertained a motion to close the public hearing.

**COMMISSIONER POINTER MADE THE MOTION TO CLOSE THE PUBLIC HEARING, SECONDED BY COMMISSIONER PERKINS.**

**AYES: COLTON, ELKINS, PERKINS, POINTER**

**NAYES:**

**THE MOTION CARRIED 4-0.**

Vice Chair Elkins entertained a motion for the case.

**LANCASTER CITY COUNCIL**  
Agenda Communication for  
January 24, 2011

**5**

AG11-005

**Conduct a Public Hearing and consider a request (Z11-02) to amend Ordinance No. 2006-04-13, the Lancaster Development Code and Map of the City of Lancaster, as amended, by granting a change in zoning from Retail (R) to Retail Specific Use Permit to allow for a tattoo studio facility located approximately 250 feet north of the northeast corner of North Dallas Avenue and West Pleasant Run Road and more commonly known as 1326 North Dallas Avenue, Lancaster, Texas.**

**This request supports the City Council 2010-2011 Policy Agenda.**

**Goal 2: Quality Development**

**Background**

- 1. Location and Size:** The property is generally located 250 feet north of the northeast corner of Dallas Avenue and West Pleasant Run Road. The property under consideration is approximately 0.17 acres.
- 2. Current Zoning:** The subject property is currently zoned R – Retail.
- 3. Adjacent Properties:**  
North: SF – 6, Single Family Residential  
South: R, Retail (Retail Strip Center)  
East: R, Retail (Retail Strip Center)  
West: R, Retail (Family Dollar)
- 4. Comprehensive Plan Compatibility:** The Comprehensive Plan identifies this site as suitable for Retail uses. This proposal is compatible with the Comprehensive Plan.
- 5. Public Notification:** The Public Hearing notice appeared in the Focus Daily Newspaper and property owner notifications were mailed out on December 23, 2010. Zoning signs were placed on the subject property on December 28, 2010, satisfying the noticing requirement for this request

**6. Case/Site History:**

<b>Date</b>	<b>Body</b>	<b>Action</b>
01/04/11	P&Z	Z11-02 SUP for Tattoo Studio received a split vote of 2 in favor and 2 opposed

**Considerations**

- **Operational** – This is a request for a Specific Use Permit (SUP) to develop a Tattoo Studio. The applicant is seeking a larger facility for their existing operation. The location of their present facility is in the retail strip center adjacent to the proposed location. They have been operating in the existing location for the past several years. There have been no reports of adverse activities during this time frame.
- **Legal** - If the SUP request is approved by the City Council, the City Attorney will prepare an ordinance.
- **Financial** - There are no financial considerations for this case.
- **Public Information** - The public hearing notice, legal notice, property owner notification and on-site zoning sign requirements were fulfilled, in accordance with the Lancaster Development Code. No property owner notifications were returned in favor of or opposed to the SUP request.

**Options/Alternatives**

1. Close the Public Hearing and consider the SUP request in accordance with staff and/or P&Z recommendations.
2. Close the Public Hearing and consider the SUP request with modifications and state those modifications.
3. Close the Public Hearing and consider the SUP request, as proposed.
4. Postpone consideration of this item.
5. Deny the SUP request.

**Recommendation**

**P&Z**

At the January 4, 2011 meeting, the Planning and Zoning Commission made a motion for approval of the SUP in accordance with Staff recommendation. The motion received a split vote of 2 in favor and 2 opposed, thus the motion failed. No other motion was made.

*Approval of this item requires a super majority vote of the City Council. Because the vacancy in District 2 is not effective until February 1, 2011, a super majority is 6 of the 7 councilmembers. If Mr. Love is not at the meeting, 6 affirmative votes of the 6 councilmembers present will be required.*

**STAFF**

Staff recommends conducting and closing the public hearing. Staff recommends approval of the SUP request with the following stipulations:

1. This SUP is limited to the use and operation of the site as currently configured. Expansion of the existing building or substantial alteration that would increase the building occupancy or intensity of use shall require reconsideration and approval of this SUP.
2. The SUP is required to be renewed every 6 months for the first 24 months of operation and annually thereafter.

*If Council approves the SUP request, Council may direct the City Attorney to prepare the ordinance for consideration at the February 14, 2011 Council meeting.*

**Attachments**

- Planning and Zoning Commission Agenda Communication/with attachments (January 4, 2011)
- Unapproved Planning and Zoning Commission Meeting Minutes Excerpt (January 4, 2011)

**Prepared and submitted by:**  
Nathaniel Barnett, Senior Planner

**Date:** January 14, 2011

**PLANNING & ZONING COMMISSION**  
Agenda Communication for  
January 4, 2011

**#4**

**Z11-02 Conduct a Public Hearing and Consider a Request for a Specific Use Permit for a Tattoo Studio use for Property Generally Located approximately 250 feet north of the Northeast Corner of Dallas Avenue and West Pleasant Run Road.**

**Background**

1. **Location and Size:** The property is generally located 250 feet north of the northeast corner of Dallas Avenue and West Pleasant Run Road. The property under consideration is approximately 0.17 acres.
2. **Current Zoning:** The subject property is currently zoned R – Retail.
3. **Adjacent Properties:**  
North: SF – 6, Single Family Residential  
South: R, Retail (Retail Strip Center)  
East: R, Retail (Retail Strip Center)  
West: R, Retail (Family Dollar)
4. **Comprehensive Plan Compatibility:** The Comprehensive Plan identifies this site as suitable for Retail uses. This proposal is compatible with the Comprehensive Plan.
5. **Public Notification:** The Public Hearing notice appeared in the Focus Daily Newspaper and property owner notifications were mailed out on December 23, 2010. Zoning signs were placed on the subject property on December 28, 2010, satisfying the noticing requirement for this request
6. **Case/Site History:** N/A

**Considerations**

The applicant is requesting a Specific Use Permit (SUP) for property located in a retail zoning district. The proposed business is a tattoo studio. A tattoo studio is an allowed use within the retail zoning district, subject to approval of a Specific Use Permit.

The purpose of the SUP process is to authorize and regulate certain uses allowed in a particular zoning designation, yet ensure that such uses are not detrimental to surrounding property, and are consistent with the stated purpose of the zoning district. An SUP can address issues

regarding conditions of operation, location, sign display, timeframe, etc. The applicant is requesting this SUP to be allowed to change locations. The tattoo studio currently operates within the retail strip center immediately south of the proposed location.

When evaluating this request, Staff considered the surrounding uses in this area, the existing tattoo studio, and reviewed crime statistics for the area. The proposed use would be an example of an adaptive re-use for a currently vacant structure. Given its current location, no evidence of increased criminal activity and compatibility with existing uses, Staff has concluded that the proposed use should be granted an SUP renewable every six-months for the first 24 months of existence.

### **Options/Alternatives**

- 1) Recommend approval in accordance with modifications and said modifications shall be stipulations of approval.
- 2) Recommend approval, as requested.
- 3) Postpone consideration.
- 4) Recommend denial of the request.

### **Recommendation**

Staff recommends approval of the item (Option 1), in accordance with the following recommendations:

1. This SUP is limited to the use and operation of the site as currently configured. Expansion of the existing building or substantial alteration that would increase the building occupancy or intensity of use shall require reconsideration and approval of this SUP.
2. The SUP is required to be renewed every 6 months for the first 24 months of operation and annually thereafter.

### **Approval Process**

Upon recommendation by the Planning and Zoning Commission, the City Council will conduct a public hearing and render a final decision for this item at their January 24, 2011, regular meeting.

### **Attachments**

Site Plan  
Property Owner Notification map  
Property Owner Notification listing

Planning and Zoning Commission  
Agenda Communication  
January 4, 2011  
Page 3

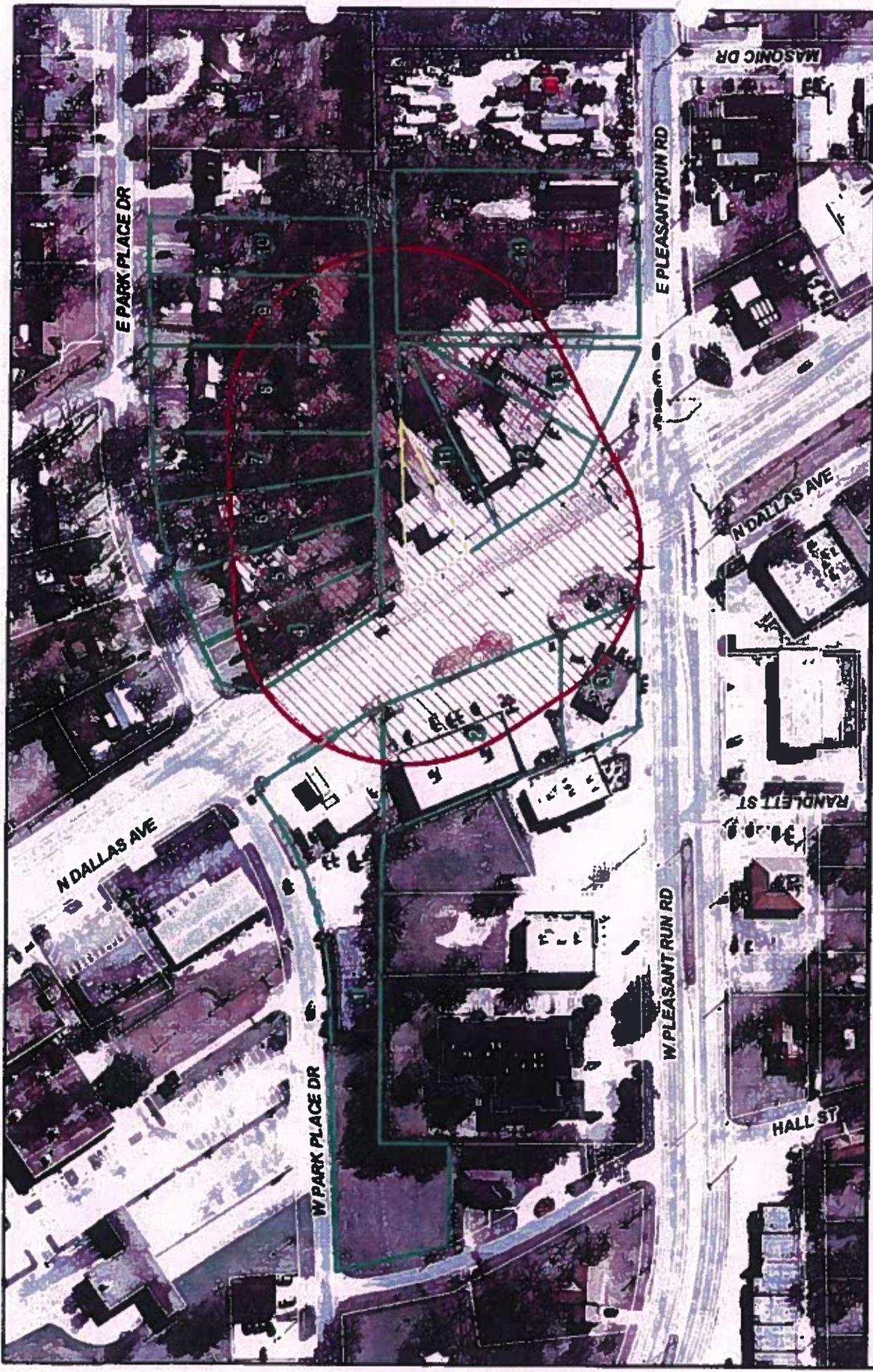
**Prepared By and Submitted By:**

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Nathaniel Barnett  
Senior Planner, Planning Department

**Date:** December 28, 2010





City of Lancaster  
 1326 N Dallas Ave  
 200' Notification Area

Map 170219

Parcels
   
 Subject Parcel
   
 Notification Parcels
   
 200' Notification Area

N
   
 E
   
 S
   
 W

0 75 150 300 Feet

ID	DCAD Account #	Ownres Name	Mailing Address	City	State	Zip	Site Address
1	65087402710290000	MCCLUNG, LAURA WHITE TR	4356 WESTSIDE DR	DALLAS	TX	75209	200 W PARK PLACE DR
2	360683600A0010000	EMPRESS RESTAURANT INC	3765 79TH AVE SE	MERCER ISLAND	WA	98040	1327 N DALLAS AVE
3	65087402710090000	CHOI, JONG HUYUNG	8510 BLUE BONNET RD	DALLAS	TX	75209	1303 N DALLAS AVE
4	36012500020010000	MINGO, MARGARET D	104 E PARK PLACE DR	LANCASTER	TX	75134	104 E PARK PLACE DR
5	36012500020020000	ROYAR, DAVID L	6816 SPRINGHILL RD	FORT WORTH	TX	76116	108 E PARK PLACE DR
6	36012500020030000	RICO, FELIX	114 E PARK PLACE DR	LANCASTER	TX	75134	114 E PARK PLACE DR
7	36012500020040000	MEDINA, VALENTIN	118 E PARK PLACE DR	LANCASTER	TX	75134	118 E PARK PLACE DR
8	36012500020050000	VILCHIS, JUAN SOLACHE	120 E PARK PLACE DR	LANCASTER	TX	75134	120 E PARK PLACE DR
9	36012500020060100	JAMES, LEONEL	8318 KEATING AVE	SKOKIE	IL	60076	204 E PARK PLACE DR
10	36012500020060200	GARRETT, ROBERT L	214 E PARK PLACE DR	LANCASTER	TX	75134	214 E PARK PLACE DR
11	36012500010020000	WALKER, MARY	901 MAPLECREST DR	LANCASTER	TX	75146	1324 N DALLAS AVE
12	36012500010040000	CHECK N GO	1600 KENT LN	NEWPORT BEACH	CA	92660	1316 N DALLAS AVE
13	36012500010040100	DEWBERRY LIMITED PARTNERSHIP	7532 GLEN ALBENS CIR	DALLAS	TX	75225	1300 N DALLAS AVE
14	36012500010070000	DEWBERRY LIMITED PARTNERSHIP	7532 GLEN ALBENS CIR	DALLAS	TX	75225	115 E PLEASANT RUN RD

**REGULAR MEETING MINUTES  
PLANNING & ZONING COMMISSION  
CITY OF LANCASTER, TEXAS  
TUESDAY, JANUARY 4, 2011**

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**PUBLIC HEARING**

1. **Z11-02** Conduct a Public Hearing and Consider a Request for a Specific Use Permit for a Tattoo Studio use for Property Generally Located approximately 250 feet north of the Northeast Corner of Dallas Avenue and West Pleasant Run Road.

Senior Planner Nathaniel Barnett gave a presentation for the proposed Specific Use Permit (SUP). Senior Planner Barnett stated that the SUP is for a tattoo studio that wishes to move to a larger facility. He stated that Staff recommended approval of proposal with a 6-month renewal process for the first 24 months and if there were no adverse activities at the location in that time frame, then extend the SUP to an annual renewal from then on.

The applicant, Violet Delgado 717 Boerner Drive Lancaster, Texas, stated that they wanted to expand their business. The bigger building would be more accessible for her husband who is in a wheelchair and there would only be one more artist added to their existing one artist shop. They close at 10pm on weekdays and at midnight on the weekends. They closed on Sunday because they all go to church. They just hope everyone gives them a chance to expand their business.

Commissioner Pointer asked how long they had been open at this location. Applicant Delgado stated they've been open for 4 years.

Vice Chair Elkins asked what they planned to place in the four windows in the front of the building. Applicant Delgado stated there would be art work in the front and the tattoo work would be done in the rear part of the building but not able to be seen from the street. Vice Chair Elkins asked that there would be no tattooing in the front windows. Applicant Delgado stated there would not.

Commissioner Colton stated that the Code states an SUP should not be detrimental to adjacent property. She had concerns that there were residences adjacent to the proposed location because they are opened late and the movement of cars nearby. She had concerns of the property values of those homes.

Commissioner Pointer asked where they were presently located. Applicant Delgado explained that they are located in the shopping strip next door to the proposed location. Commissioner Colton added that the proposed location was not in the same strip center as the existing location but separated from the

**REGULAR MEETING MINUTES  
PLANNING & ZONING COMMISSION  
CITY OF LANCASTER, TEXAS  
TUESDAY, JANUARY 4, 2011**

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building. Senior Planner Barnett confirmed that the proposed location was separated from the strip center but on the adjacent property to it.

Vice Chair Elkins then opened the public hearing

**FAVOR:**

None

**AGAINST:**

None

**COMMISSIONER POINTER MADE THE MOTION TO CLOSE THE PUBLIC HEARING, SECONDED BY COMMISSIONER COLTON.**

**AYES: COLTON, ELKINS, PERKINS, POINTER**

**NAYES:**

**THE MOTION CARRIED 4-0.**

**Discussion of the Specific Use Permit Request**

Commissioner Pointer asked Staff if there were any issues of concern that indicated any noise problems or criminal activity that had come forward. Senior Planner Barnett stated that there had not been any evidence of detrimental activity. Property owner notifications had been sent out and none of the residential property owners had responded negatively to the proposal.

Commissioner Perkins asked what was the use of the proposed property prior to now. Senior Planner Barnett stated that it was a second hand shop. Commissioner Colton added that it was a caterer before it was a second hand shop. Commissioner Perkins stated that there were no late hours with the prior establishments. Senior Planner Barnett stated that there were not any late hours to his knowledge.

Commissioner Colton asked about the lighting that would be provided. Senior Planner Barnett stated that the Lancaster Development Code states that the lighting would have to be placed facing away from the residential property.

Vice Chair Elkins asked if there would be blinking lights in the window. Applicant Delgado stated that the only lit signs would be the "open" signs that are on a timer.

**REGULAR MEETING MINUTES  
PLANNING & ZONING COMMISSION  
CITY OF LANCASTER, TEXAS  
TUESDAY, JANUARY 4, 2011**

---

Commissioner Pointer made a comment that based on Staff's recommendation of the 6-month renewal that if any issues arose, they could be addressed at that time. In light of that he was in favor of the request.

Vice Chair opened the floor for a motion.

**COMMISSIONER POINTER MADE THE MOTION TO APPROVE THE SUP WITH THE 6-MONTH RENEWAL FOR THE FIRST 24 MONTHS, SECONDED BY COMMISSIONER PERKINS.**

**AYES: PERKINS, POINTER  
NAYES: COLTON, ELKINS**

**THE MOTION FAILED DUE TO SPLIT VOTE 2-2.**

Vice Chair Elkins stated that the case would require a super majority vote at City Council to approve the SUP.

**LANCASTER CITY COUNCIL**  
Agenda Communication for  
January 24, 2011

**6**

AG11-006

**Discuss and consider an ordinance of the City of Lancaster, Texas, amending the Lancaster Code of Ordinances by amending Article 4.900, Section 4.1805, which was a scrivener's error and is renumbered as 4.905, and further amending by requiring any alarm holder who desires to have Police response to an alarm site to obtain an Alarm Permit, by authorizing the Police Chief to refuse Police response to an alarm site that does not have a valid Permit unless the alarm notification is a Robbery Alarm, a Panic Alarm, a Duress Alarm or a report to 911 by a person other than an alarm company, and by deleting 4.905(a); providing a repealing clause; providing a severability clause; and providing an effective date.**

**This request supports the City Council 2010-2011 Policy Agenda.**

**Goal 3: Healthy, Safe & Vibrant Neighborhoods**

**Background**

Lancaster Code of Ordinances, Article 4.900 requires a person who has an alarm system on their property to obtain an alarm permit through the City. The Lancaster Police Department currently responds to all alarms, permitted or non-permitted. An officer responding to a permitted alarm location has contact information available should it be necessary for the property owner to respond in case of an emergency. A non-permitted alarm location does not provide any contact information for officers if someone is needed for emergency response to the alarm location. A minimum of two officers respond to each and every alarm and requires approximate 30-45 minutes per alarm call. Currently non-permitted alarm owners are aware that police will respond to their alarm location regardless if they pay for the alarm permit or not. Amendment to this ordinance will allow the Police Department to only respond to permitted alarm systems and not respond to non-permitted alarms. Responding to a non-permitted alarm requires at least two officers and approximate 30-45 minutes per alarm call. The Police Department will still respond to a robbery alarm, a panic alarm, a duress alarm, or a report to a 911 emergency telephone or to the Police Department, by a person other than an alarm company. A robbery alarm requires a permit also and if the department responds to a location that is in violation of the alarm requirements, the owner of the business would be in violation and cited. Any business or residence that has an alarm system that is not permitted is in violation of the ordinance and is subject to a fine. Due to budget constraints and a

decrease in department resources, response times to emergencies could be increased with officers responding to false or non-permitted alarms.

### **Considerations**

- **Operational** – This amendment would allow the Police Department to only respond to permitted alarm systems, except for response to other alarm types outlined above.
- **Legal** – This amendment has been reviewed and approved by the City Attorney.
- **Financial** – There is no financial cost associated with this amendment.
- **Public Information** – There are no public information requirements. Information regarding the change in response to permitted alarms only will be posted on the City's website and the upcoming newsletter.

### **Options/Alternatives**

1. City Council may approve the ordinance as presented.
2. City Council may reject the amendment, leaving the current ordinance in place. If current ordinance is left in place, the scrivener's error remains.

### **Recommendation**

Staff recommends adoption of this amendment as presented. This amendment is necessary to correct the scrivener's error. Further, Police response to emergency calls could be impacted due to officers responding to non-permitted alarms if revisions to the response protocol are not made.

### **Attachments**

- Ordinance

**Prepared and submitted by:**  
Larry W. Flatt, Assistant Chief of Police

**Date:** January 18, 2011

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, AMENDING THE LANCASTER CODE OF ORDINANCES BY AMENDING ARTICLE 4.900, SECTION 4.1805, WHICH WAS A SCRIVENER'S ERROR AND IS RENUMBERED AS 4.905, AND FURTHER AMENDING BY REQUIRING ANY ALARM HOLDER WHO DESIRES TO HAVE POLICE RESPONSE TO AN ALARM SITE TO OBTAIN AN ALARM PERMIT, BY AUTHORIZING THE POLICE CHIEF TO REFUSE POLICE RESPONSE TO AN ALARM SITE THAT DOES NOT HAVE A VALID PERMIT UNLESS THE ALARM NOTIFICATION IS A ROBBERY ALARM, A PANIC ALARM, A DURESS ALARM OR A REPORT TO 911 BY A PERSON OTHER THAN AN ALARM COMPANY, AND BY DELETING 4.905(a); PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. That Section 4-1805 of the Code of Ordinances of the City of Lancaster, Texas, as heretofore amended, be, and the same is hereby, amended in part as follows.

“ARTICLE 4.900 ALARM SYSTEMS

.....

**Sec. 4.905** Permit required, Permit required for police response; application, issuance.

- (1) An alarm system user or his agent shall obtain a permit for each alarm site. This requirement is applicable to the person in control of the property which the alarm system is designed to protect.
- (2) A valid alarm permit issued by the chief of police is required if a permit holder operates or causes to operate an alarm system and the permit holder desires to receive police response to an alarm site. The chief shall refuse police response to any alarm notification from an alarm site that does not have a valid permit unless the alarm notification is a robbery alarm, a panic alarm, a duress alarm, or a report to 911 emergency telephone or to the police department by a person other than an alarm company.

.....”

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

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

Section 4. This Ordinance shall take effect immediately from and after the publication of its caption as the law in such cases provides.

**DULY PASSED** by the City Council of the City of Lancaster, Texas, on the 24<sup>th</sup> day of January 2011.

**APPROVED:**

\_\_\_\_\_  
MARCUS E. KNIGHT, MAYOR

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
ROBERT E. HAGER, CITY ATTORNEY

**LANCASTER CITY COUNCIL**  
Agenda Communication for  
January 24, 2011

**7**

AG11-007

**The City Council shall convene into closed executive session pursuant to Section § 551.074 (a)(1) of the TEXAS GOVERNMENT CODE to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to-wit: the City Manager.**

Executive session matter.

**Prepared and submitted by:**  
Dolle K. Downe, City Secretary

**Date:** January 18, 2011

**LANCASTER CITY COUNCIL**  
Agenda Communication for  
January 24, 2011

**8**

AG11-008

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

**Background**

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

**Prepared and submitted by:**  
Dolle K. Downe, City Secretary

**Date:** January 18, 2011