



City of Chandler City Council

811 Hwy. 31 East
CHANDLER, TEXAS 75758

THE CITY OF CHANDLER CITY COUNCIL WILL MEET FOR A REGULAR SCHEDULED MEETING
TUESDAY, FEBRUARY 11, 2014, IN THE CITY HALL OF CHANDLER, TEXAS **AT 6:00PM**

AGENDA

- A. CALL TO ORDER
- B. PLEDGE TO THE FLAG
- C. INVOCATION
- D. ROLL CALL AND ANNOUNCE IF A QUORUM IS PRESENT
- E. AGENDA CHANGES

VISITORS/CITIZENS FORUM: At this time, any person (Limited to the first five to sign up, each will be allowed 3 minutes) with business before the Council not scheduled on the agenda may speak to the council. **No formal action may be taken on these items.**

F. REGULAR SESSION: Subjects to be discussed or upon which any formal action may be taken are as follows:

1. Consider and act on Main Street Market Site Plan.
2. Chandler Volunteer Fire Chief, Robert York to present annual report.
3. Consider and act on agreement between the City of Chandler and BMC Baseball League.
4. Consider and act on awarding the bid for Sawmill Road Construction Contract.
5. Consider and act on awarding the utility contract for Sawmill Road.
6. Consider and act on Ordinance # O-021114 adopting the Comprehensive Plan Action Plan.
7. Chandler Police Chief, Ron Reeves to present annual Racial Profiling Report.
8. Consider and act on designating two twelve hour days for the early voting period for the May 10, 2014 General Election.
9. **Consent Agenda:** All matters listed under "Consent Agenda" are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.
 - a. Minutes as written for Regular Council Meeting of January 14, 2014
 - b. January Financial reports
 - c. January Police report

G. Adjournment of Meeting

In compliance with the Americans with Disabilities Act, the City of Chandler will provide for reasonable accommodations for persons attending City Council meetings. To better serve you, requests should be received 24 hours prior to the meetings. Please contact Shirley Parmer, City Secretary, at 903 849-6853.

CERTIFICATION

I certify that a copy of the February 11, 2014, agenda of items to be considered by the Chandler City Council was posted on the City Hall bulletin board on February 7, 2014.

Shirley Parmer, City Secretary

I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the City Hall bulletin board on the _____ day of _____, 20____.

Title



CITY OF CHANDLER

Staff Report

PROJECT: Main Street Market Site Plan

DATE: PZ: 1-7-14 & PZ: 2-4-14 CC: 2-11-14

REQUEST: The property owner is requesting approval of a site plan in order to build a Farmers Market Shed and parking.

APPLICANT: Stan Copeland

PROPERTY OWNER: SC and DB Properties

PROPERTY DESCRIPTION: 105 W. Main Street

ZONING: B-1

SIZE: Lot 1 - .244 acres
Lot 2 - .208 acres
Total - .452 acres

OVERVIEW: Use: Phase I of the project was the Ice house, completed last year. Phase II of the project will be an Old Main Street Market and will center on the development of a pavilion that will primarily function as a Farmers Market and Produce Stand. The pavilion could also be used for other larger public functions. The dimensions of the pavilion will be 24' x 72' or 1,728 square feet. Of this total square footage, 1,440 (24' x 60') will be dedicated to the market. The remainder will be used for office and storage space.

There will also be a stand-alone ADA men's and women's restrooms immediately west of the pavilion.

Access: The market will use the existing drive approaches that the existing Ice House uses today. These drives were designed to also accommodate this use and are adequate.

Parking: The parking requirement for a market of this type if considered retail would be 1 to 200 sq. ft.. The market requires 8 parking spaces. And the office requires 1. For a total of 9 spaces The site plan as submitted shows an extra 13 spaces for the future phase

III development. The developer has indicated that all the parking and access drives will be in place and stripped prior to completion of the Phase II Market Building, except for two handicap spaces located to the west of the Phase III Retail building.

Sign: All signage will have to comply with city of Chandler sign ordinances.

Setbacks: The setbacks are: rear - 0', side – 10', front – 25'. In order for the Phase II and Phase III buildings to comply with the required side setbacks the property needs to be replatted into one lot. The developer has indicated that this replatting will be done prior to the Phase II market being completed.

Architectural standards: The Phase II Market Building and proposed restrooms are proposed to be all wood construction. As such, they do not meet the city's architectural requirements. For this building to be approved as presented special approval is required.

Landscape: Fencing has been established according to plans on the East and the North side of the property. Seven Chinese Pistachio trees have been planted and mulched. In addition knock out roses have been planted. Pink mullie Prairie grass will be planted along the north side fence. Irrigation will be added and gray rock will be added to finish the landscaping. The developer has stated that all landscaping and irrigation will be completed prior to CO being issued for the Phase II Market building.

RECOMMENDED ACTION:

The Planning and Zoning Commission recommends approval of the site plan as presented with special approval for the Phase II market and restrooms to be all wood construction with the following conditions:

1. The property must be replatted into one lot prior to the CO for the Phase II Market being issued.
2. All landscaping and irrigation must be completed prior to CO being issued for the Phase II Market.
3. All parking and access drives shown on site plan must be constructed and painted prior to Phase II CO being issued. (Except for the 2 handicapped spaces on the far west end of the Phase III building.)

CITY CONTACT:

John Taylor, City Administrator

ATTACHMENTS:

Project Description
Developers Letter
Elevation 1 & Elevation 2

Site Plan

STANLEY R. COPELAND
13601 Greystone Dr.
Farmers Branch, Texas 75244
214-549-7830—scopeland@llumc.org

January 22, 2014

Mr. John Taylor
P.O. Box 425
Chandler, Texas 75758

Dear Mr. Taylor,

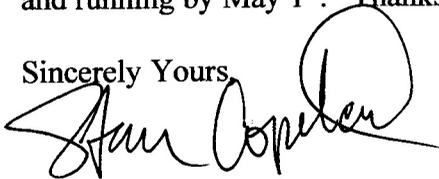
This letter will serve as a statement of intent on the part of myself and Mr. Dale Barnes and Mr. Don Copeland to move forward with the continued development of Old Main Street Station. It is my understanding that the overall concept and our development plan of Old Main Street Station was approved with the submission of our site plan for Old Main Street Ice (ice house) as Phase I of the three-phase project. At that time the landscaping was approved and the parking plan around the icehouse. The accompanying Project Report goes into more detail.

The Phase II is Old Main Street Market and will center on the development of a pavilion that will primarily function as a Farmers Market and Produce Stand. The pavilion could also be used for other larger public functions. The dimensions of the Pavilion will be 24'x72' or 1,728 square feet. Of this total square footage, 1,440 (24'x60) will be dedicated to the market under the pavilion. The remainder of the square footage will be used for an office and storage space. There will also be stand alone ADA men's and women's restrooms immediate west of the pavilion and between the pavilion and the development of Old Main Street Shops (Phase III), soon to come. The restroom will be 12'x 8' and will not impair the view of the mural to be painted on the brick of the shops.

As discussed in last month's Planning and Zoning meeting, we are requesting to build the pavilion out of high quality old and new lumber, some of which will be lumber from the original Tomato Shed that stood on the property one hundred years ago. The building will also have a metal roof. We are requesting to not use any masonry in the building. The Old Main Street Shops will be largely created out of brick and stone. We were under the impression that it was largely accepted to maintain the simple look with wood and metal for the Market pavilion.

It is my understanding that you have the plans that were submitted prior to the last meeting and we will be getting the site plan to you by the end of the week. We are excited about this project and will be talking to Neches Construction in coming days to be our builder on this part of the project. It is our hope that we can get approval on February 9th and that we could start construction so that we can be up and running by May 1st. Thanks for your assistance.

Sincerely Yours

A handwritten signature in black ink, appearing to read "Stan Copeland", with a large circular flourish above the name.

Stan Copeland

OLD MAIN STREET STATION

PHASE I REPORT

INITIAL SITE PREPARATION

The entire lot was asphalted to code and the slabs were poured for the icehouse and the II Phase office, restrooms and storage facility for the market. Irrigation tubing was stubbed out under the three entrances to the lot.

Landscaping fencing has been established according to plans on the East (Hwy 315 side) and the North (Main Street side). The fencing was created to compliment the railroad with the panels stained an ebony color to depict the cross ties and the metal posts showing through to remind one of the tracks. Seven five-year old Chinese Pistache trees have been planted and mulched.

By the mid-February Knockout Roses and Pink Mullie Prairie grass will be planted along the northside fence panels. The irrigation system will be installed to water the trees, plants and grass. Grey railroad rock will finish the landscaping, as it will dress the base of the fencing. This will complete the landscaping.

Parking Spaces will be painted and concrete barrier stops will be put in place at every parking space. There will be 3 parking spaces, including a handicap accessible straight in parking space, to the immediate west of the icehouse and 1 parking space immediately east of the icehouse. In addition, there will be 3 parking spaces developed on an angle (east to west) immediately to the east of the first driveway ingress/ egress. This is a total of 7 parking spaces east of the first driveway ingress/egress.

Phase I—OLD MAIN STREET ICE

The icehouse was installed and became operational on September 1, 2013. One week later the back privacy skirting was installed on the south end at the top of the icehouse hiding the equipment on the roof as instructed by the Chandler City Council. After four months of ice and water vending, sales are out pacing the Performa.

PHASE II REQUEST

Approval to go ahead with construction of the Old Main Street Market according to plans with no masonry primary surfacing. The look needs to be clean and in keeping with markets of history that were largely highly functional wood and metal buildings.

Phase II—OLD MAIN STREET MARKET

Initial plans have been drawn and architectural renderings drawn that depict the simple market pavilion concept. The market pavilion opens to the Main Street side allowing entrance into the market, office, restrooms and storage area. There will 6 to 8 rentable farmers/vendors spaces for lease on a daily or weekend basis.

The Plan

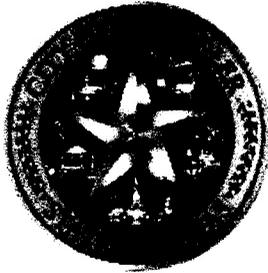
The market will open on May 1, 2, 3 (Thursday, Friday and Saturday). The market will continue to operate on Thursday, Friday and Saturday through September. There will be produce sold in the Market on a day-to-day basis in an established area on the Southside of the market next to the storage area.

The market pavilion can be rented space as well of other events or purposes. There will be four additional parking spaces directly in front of the market that will angle east to west on the Main Street side of the parking lot immediately east of the second large ingress/egress. This brings the total parking spaces to 11 for the approximately 1,200 square feet of market (retail) space. NOTE: An additional 12 to 15 spaces will be added in from on the Old Main Street Shops—Phase III.

OLD MAIN STREET SHOPS

Plans in the Making

In contrast to Old Main Street Market the building will be mostly constructed of masonry and metal. The Eastside of the Shops will feature a mural of an old Tomato Shed that creates an effect of those in the market walking into the old Tomato Shed as they walk through the market.



Development Services Application

City of Chandler
811 Hwy 31 East
P.O. Box 425
Chandler, TX 75758

Please check the box below to indicate the type of application you are requesting:

- | | | |
|--|---|---|
| <input type="checkbox"/> Preliminary Plat (PP) | <input type="checkbox"/> Plat Extension (PE) | <input type="checkbox"/> Annexation (A) |
| <input type="checkbox"/> Final Plat (FP) | <input type="checkbox"/> Zoning Change (Z) | <input checked="" type="checkbox"/> Approval of Market Plan |
| <input type="checkbox"/> Replat (RP) | <input type="checkbox"/> Planned Development (PD) | |
| <input type="checkbox"/> Combination Plat (CP) | <input type="checkbox"/> Specific Use Permit (SUP) | |
| <input type="checkbox"/> Amending Plat (AP) | <input checked="" type="checkbox"/> Site Plan Review (SP) | |

Project Information:

Project Name: Old Main Street Market
 Project Address: 105 Main Street, Chandler, TX 75758
 Parcel(s) Tax ID (Long or Short #): _____
 Previous projects associated with location: _____
 Existing Zoning Commercial Proposed Zoning _____
 Additional Information _____

Contact Information:

Applicant (or Key Contact)	Owner (if different from Applicant)
Name <u>Stan Copeland</u>	Name _____
Company <u>SC & OB Properties</u>	Company _____
Address <u>13601 Greystone Dr</u>	Address _____
City, State, Zip <u>Farmers Branch TX</u>	City, State, Zip _____
Phone <u>214-549-7830</u> <u>75044</u>	Phone _____
Email <u>scopeland@11umc.org</u>	Email _____

Legal Description:

Survey _____ Abstract _____ Addition Name* Old Main Street Station
 Lot _____ Block _____ Total Acreage _____

*Attach metes and bounds description for all unplatted property and all zoning cases.

Signature:

I CERTIFY THAT I AM THE LEGAL OWNER OF THE ABOVE REFERENCED PROPERTY, OR HIS AUTHORIZED AGENT, AND THAT TO THE BEST OF MY KNOWLEDGE THIS IS A TRUE DESCRIPTION OF THE PROPERTY UPON WHICH I HAVE REQUESTED THE ABOVE CHECKED ACTION. I UNDERSTAND THAT I AM FULLY RESPONSIBLE FOR THE ACCURACY OF THE LEGAL DESCRIPTION GIVEN.

Signature: [Signature] Date: 1/22/14

(For Plat Applications Only) I waive the statutory review period time limits in accordance with Section 212.009 of the Texas Local Government Code

Signature: _____ Date: _____

STANLEY R. COPELAND

13601 Greystone Dr.

Farmers Branch, Texas

Phone—214-549-7830 Email—srcope@sbcglobal.net

February 1, 2014

Dear John,

I appreciated the conversation on Thursday regarding the Staff Report on Phase II of our Old Main Street Station project. My regrets for being in Little Rock on the night of the Planning and Zoning Commission meeting and unable to attend on February 4th. My hope is that Dale Barnes and/or Don Copeland will be present to represent us. The Overview was right on target. I will address the issues that are underlined in the Staff Report.

1.) The site plan needs to indicate how much of the parking is going to be constructed with Phase II. There are twenty-six parking spaces planned for the project and the pavement exists for twenty-four spaces to be created by the completion of the Old Main Street Market (Phase II) with striping and concrete head in stops. This will give us fifteen more parking spaces than are required.

2.) To comply with the required side setbacks the property needs to be replatted into one lot. This will need to be done prior to the CO for the Phase II market being issued. As we discussed, we originally platted the property into two lots but as the project has developed we believe doing away with the division will best serve our purposes. We will be working with Cowan Surveyors who did the work on the original site plan and we will submit a redrawn plan without a lot division as we complete the application for Amending Plat (AP).

3.) For the property to be approved as presented special approval is required. The purpose for requesting a hearing that was granted in January, was to seek guidance on our architectural renderings and plans to build the Market Pavilion out of wood with a metal roof. This is to maintain the antique integrity of the building that will feature a wall made out of the wood of the old Tomato Shed that stood on the lot in the early days of Chandler. As we discussed there seemed to be unanimity on the Planning and Zoning Commission to pursue the building as planned though it is out of compliance with the city building code.

3.) All landscaping and irrigation should be completed prior to CO being issued for the Phase II Market building. Completing the landscaping and irrigation as you accurately described is our full intention.

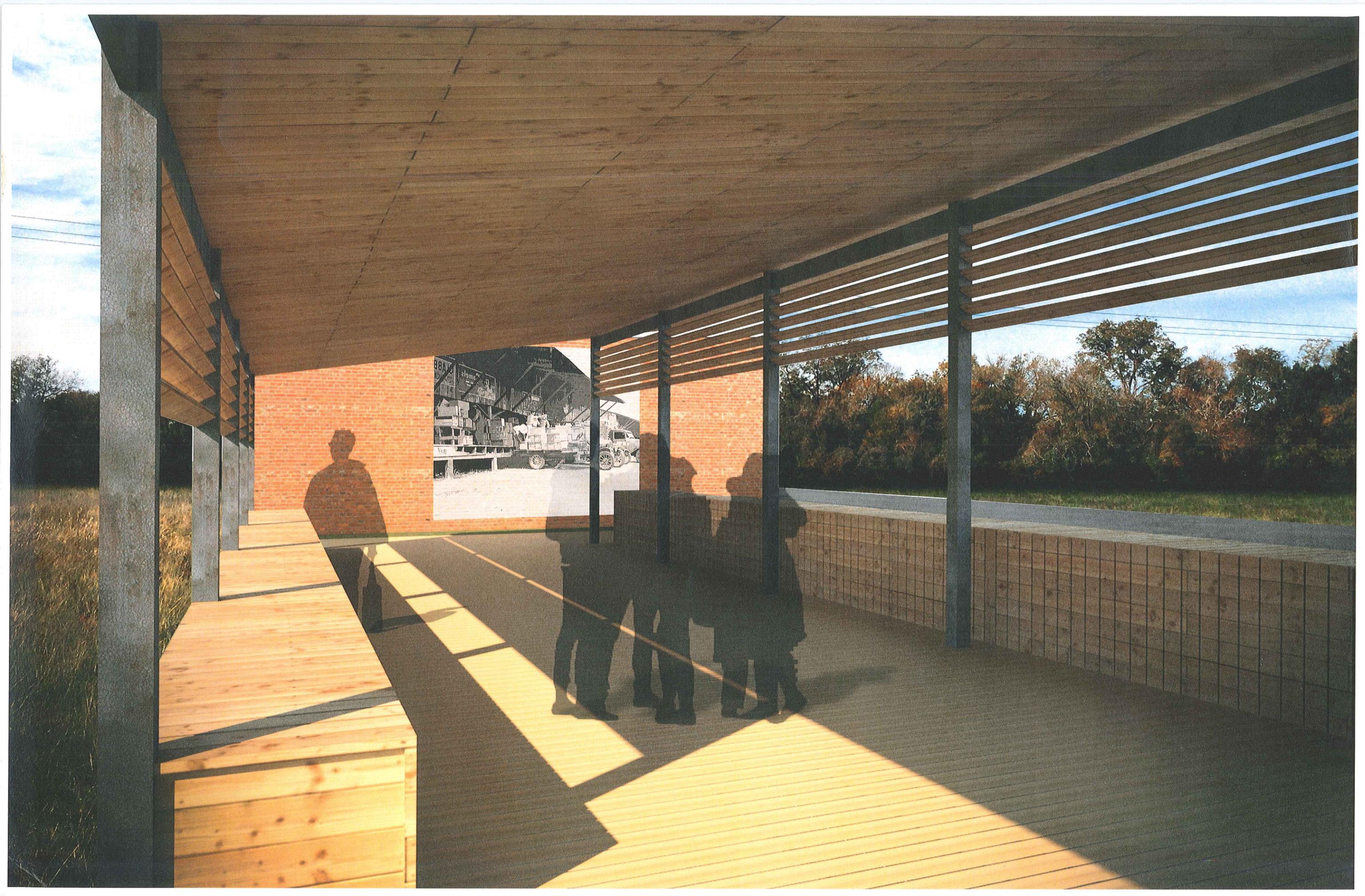
The only remaining issue that I can see from the Staff Report has to do with the two gender specific ADA restrooms. This will be a building extension of the Market Pavilion on a concrete slab approximately 15' x 8'. We desire to replicate the look of the pavilion with the structure being constructed out of wood with a wooden pier and beam boardwalk to the restrooms that can easily be accessed from the pavilion or the parking lot. The restrooms will be between the Market Pavilion and the Old Main Street Shops (Phase III). The shops as rightly described, will feature antique brick, stone, wood and metal in compliance with the City of Chandler building code. The artistic mural on the eastside brick wall of the shops will face the Market Pavilion and will not be obscured by the restrooms. Should the Planning and Zoning Commission desire adjustments to the restroom plans, we can comply and hope this will not slow the process of approval.

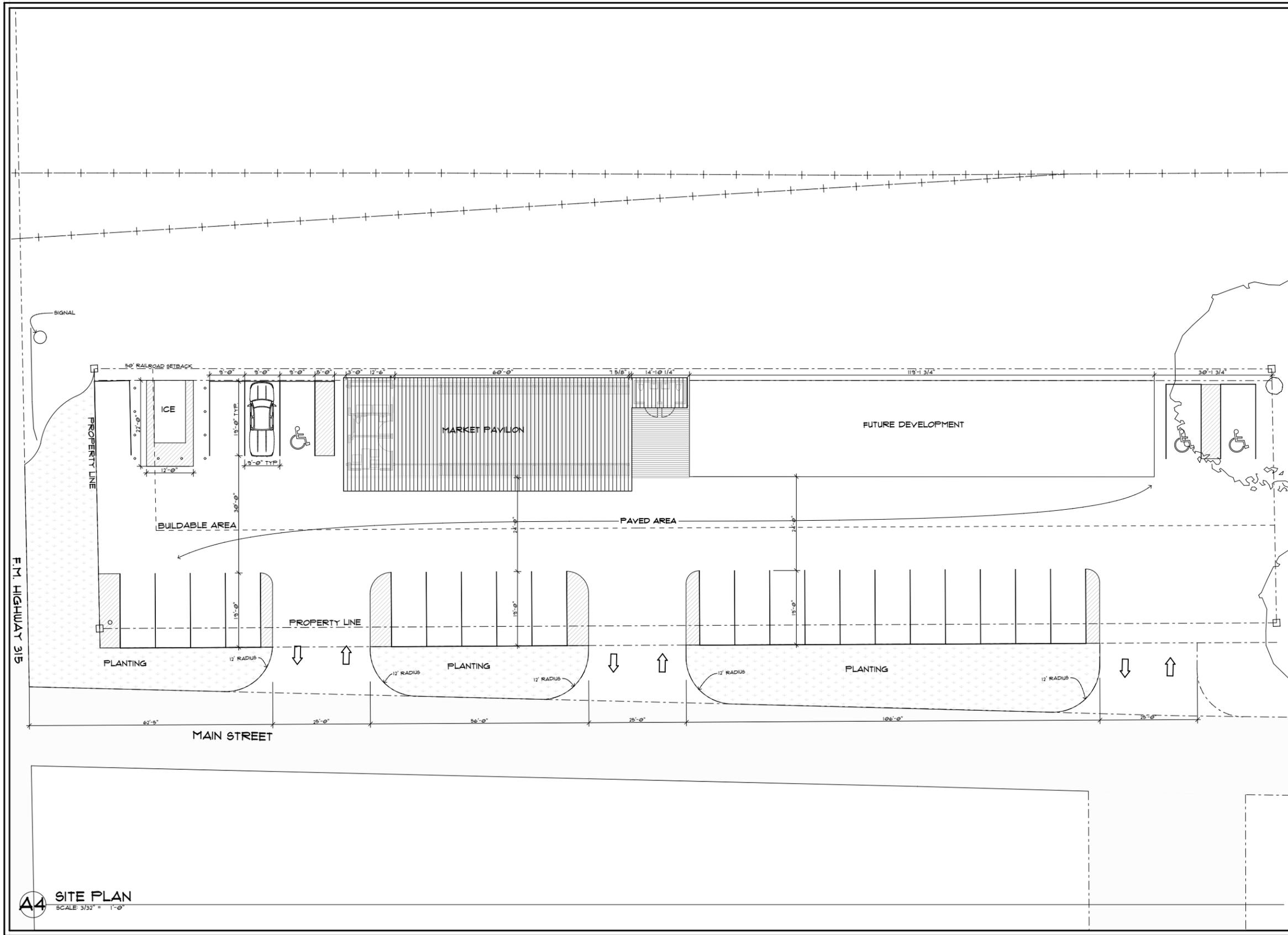
Our hope is to begin construction shortly after gaining approval. We are already in conversation with builders who seem to be excited about our project and are ready to move forward. We would like to be up and running with the Market opened by the first week of May. I can be reached by phone or email Monday or Tuesday to answer any questions to the best of my ability. Thanks for your helpful information.

Sincerely Yours,

Stanley R. Copeland







DESIGNER - ZACH COPELAND
 OWNERS - STAN COPELAND
 DALE BARNES
 DON COPELAND

OLD MAIN STREET MARKET
 CHANDLER, TEXAS

A1.21

A4 SITE PLAN
 SCALE 3/32" = 1'-0"



CITY OF CHANDLER

Staff Report

- PROJECT:** Annual Agreement with BMC Youth Baseball League
- DATE:** Council: 2/11/14
- REQUEST:** Review and act on an Annual Agreement with BMC Youth Baseball League.
- OVERVIEW:** In August of this year, the City Council reviewed and approved an agreement for BMC to lease the Winchester Park fields and Concession Stand for the 2013/14 season. However, the BMC Board objected to the financial reporting required by the contract and never elected to sign the agreement.
- Due to the amount of time that has elapsed and the desire on the part of the Parks Board to make changes the previous agreement, approved in August, has been rescinded.
- A revised agreement has been drafted and is presented to Council for approval. Prior to the Council meeting, the BMC Board will have met to review the draft agreement. Their response to the proposed agreement will be reported at the meeting on the 11th.
- The main difference in the new agreement and the old agreement has to do with the operation of the Concession Stand. The new agreement proposes the Parks Board will operate the concession stand with the BMC Association and split the proceeds 50/50.
- The \$10,000 payment to the city will still be made but split between the Parks Board and the BMC organization. Up to one half of all Park Board profits from the concession stand will be deposited into the City's Park Board account. Up to one half of the Park Board's profits may be contributed to local participating non-profits who partner with the Parks Board to operate the concession.
- Next year the intent is that the BMC Association will partner with the Parks Board on a level similar to all other local participating non-profits.
- The primary reason for the change in concession operation has to do with the fact that beginning in 2014 the city will be operating two concession stands requiring the city to take more responsibility for their operation.
- RECOMMENDED ACTION:** Review and act on the draft Agreement between the City of Chandler and the BMC Youth Baseball Association.

ATTACHMENTS:

Proposed Agreement

THIS IS AN AGREEMENT made as of February ____, 2014 between:

**CITY OF CHANDLER, TEXAS (LESSOR)
BMC YOUTH BASEBALL AND SOFTBALL LEAGUE (LESSEE)**

- 1. PARTIES:** The parties to this Lease are the City of Chandler, Texas, (Lessor) and the BMC Youth Baseball and Softball Leagues (Lessee).
- 2. LEASE:** Lessor leases to Lessee the Baseball Fields at Winchester Park.
- 3. TERM:** The term of this Lease commences on the 1st day of February 2013, and is in full effect and valid for one year. Each party, upon agreement, may renew or amend this Lease upon each anniversary date.
- 4. USE OF PROPERTY:** Lessee shall have the right to use and occupy the property subject of this Lease during the youth Fall and Spring baseball/softball seasons. The Fall season is September 1, 2014 to November 15, 2014. The Spring season is April 1, 2014 to July 31, 2014. Lessee agrees that the property will not be used Labor Day weekend or the second weekend of October (Pow Wow). When the property is not scheduled for use by Lessee, Lessor may use, lease, or sublease the property as it desires. Lessor or the Parks Board may also schedule up to three weekends during the Spring season and up three weekends during the Fall season for special events or tournaments if dates are identified to Lessee prior to game schedule being developed. The Parks Board will have first right to act as organizer of any Select/Elite Tournaments. If a 3rd party acts as organizer, a fee of two hundred and fifty dollars (\$250.00) per field per day will be paid to Lessor.
- 5. CONDITION OF PROPERTY:** Lessee accepts property in the condition and state of repair at commencement of the Lease term, and Lessor shall not be obligated to pay any repairs or improvements. Upon termination, Lessee shall surrender the property to the Lessor in its current condition except normal wear and tear and loss by fire or other casualty.
- 6. ALTERATIONS:** Lessee may not paint or make any permanent improvements or place any permanent fixtures on/in the property without prior written consent of Lessor. Any additional permanent improvements or permanent fixtures placed on the property shall become the property of Lessor.
- 7. INSPECTIONS:** During the lease term, Lessor may enter the property at all reasonable times to inspect the property.
- 8. LAWS:** Lessee shall obey all applicable laws, restrictions, ordinances, rules, and regulations with respect to the property.
- 9. REPAIRS AND MAINTENANCE:** Lessee shall bear all expense of repairing

and maintaining the property during Lessee use. Lessee shall repair at the expense of Lessee any damage to the property caused directly or indirectly by the acts or omissions of the Lessee or any other person therein or thereon by the consent, invitation, or sufferance of the Lessee. Repairs shall be completed promptly.

10. INDEMNITY: Lessee hereby indemnifies, and shall pay, protect, and hold Lessor harmless from and against all liabilities, losses, claims, or causes of actions, and expenses connected therewith (including reasonable attorney's fees) arising or alleged to arise, from or in connection with (a) any injury to, or the death of, any person or loss or damage to property on or about the leased property arising from or connected with the possession, use, condition, occupancy, maintenance, or repair of the leased property caused by or as a result of any act, error, or omissions, by Lessee or its employees, agents, servants, or representatives, or (b) any violation of this Lease or of any legal requirements. Lessee will resist and defend, at its sole expense, any action, suit, or proceeding brought against Lessor by reason of any occurrence. The obligations of Lessee under this section shall survive any termination of this Lease.

11. INSURANCE: Lessor and Lessee shall maintain such insurance on the improvements and property as each party may deem appropriate during the term of this Lease. Lessee shall give Lessor a certificate evidencing the existence of such coverage at all times.

12. NON-PROFIT: Lessee shall conform to all the State and Federal rules and laws associated with non-profit status and will provide Lessor with annual proof of such status.

13. DEFAULT: If Lessee fails to perform or observe any provision of this Lease and fails to remedy same within three (3) days after notice by Lessor, Lessee shall be in default under this Lease.

14. TERMINATION: This Lease shall terminate upon expiration of the term or upon Lessee's default under this Lease. Upon termination, Lessee shall vacate the property.

15. ATTORNEYS FEES: If Lessor or Lessee is a prevailing party in any legal proceeding brought under or with relation to this Lease, such party shall be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

16. ENTIRE AGREEMENT: This Lease constitutes the entire agreement of the parties hereto. No modification or amendment of any of the terms or the provision herein may be made otherwise than by written agreement signed by the parties hereto.

17. LAW OF GOVERNING: This Lease shall be construed and interpreted according to the laws of the state of Texas. Venue of any litigation shall be in Henderson County, Texas.

18. **CONSULT YOUR ATTORNEY:** This is intended to be a legally binding contract. Read it carefully. If you do not understand the effect of this contract consult your attorney before signing.

19. **CONDITION OF LEASED PREMISES:** A Lessee acknowledges and agrees that it has inspected the property and agrees to accept same in its present condition, "as is" and "with all faults."

BASEBALL COMPLEX CONCESSION STAND: For the 2014 Spring and 2014 Fall seasons the Lessee will partner with the Parks Board in the operation of the Concession Stand. Net profits from the concession (after ten thousand (\$10,000) is deposited with the city will be split 50/50 between the Parks Board and the Lessee. The Lessee will also split all concession related costs and labor with the Park Board.

Pre-season tournaments – Lessee will be the sole beneficiary of Concession proceeds, as well as, responsible for all associated costs and labor.

Post-season tournaments - Lessee will be split 50/50 all concession stand proceeds with the Parks Board. The Lessee will also split all concession related costs and labor with the Park Board.

Non-League tournaments – The Parks Board will be the sole beneficiary of Concession proceeds, as well as, responsible for all costs and labor.

20. **FINANCIAL TERMS:** For the 2014 Spring season Lessee shall pay Lessor \$75 per team. For the 2014 Fall season Lessee shall pay Lessor \$50 per team.

21. **FIELD LIGHTING:** Field lighting will be used only during the regular season, with the exception of pre-season tournaments and for practice sixty (60) days prior to the first day of the season. Lights for practice are for league team use only and will be from dusk until nine thirty (9:30) pm.

All other teams wishing to use the lights for practice will be charged a fee of Thirty-Five dollars (\$35) per hour. Practices without lights for non BMC league practices will be Twenty Five dollars (\$25) per hour.

Failure to have lights off by nine forty (9:40) pm will result in the use of the lights being discontinued.

Executed this _____ day of _____, 2013

LESSOR:

City of Chandler,
Designated Representative

LESSEE:

BMC Youth Baseball and Softball League
Designated Representatives



CITY OF CHANDLER

Workshop Staff Report

PROJECT: 2 Year Review of the Comprehensive Plan Action Plan

DATE:

PZ: 12/3/13

City Council: 12/10/13, 1/14/14, 2/11/14

Joint PZ and CC Workshop – 2/4/14

REQUEST: Act on Ordinance O-021114 Adopting the 2014 Action Plan.

STAFF ANALYSIS: The Comprehensive Plan was adopted in November 2011. In that Plan 44 actions were adopted as short term actions to be completed by November 2013. Of those 44 actions, 24 were completed or are in process while 20 have had no action to date. In addition, 39 actions were adopted as long term actions to be completed by November 2016. Of these 39 actions, 13 have been completed or are in process while 26 have had no action to date. This results in 46 actions which need to be re-evaluated as to their priority in order to give staff direction on the dedication of resources.

The Planning and Zoning Commission, City Council and select staff completed a worksheet assigning priorities to the outstanding actions. Following some Planning and Zoning Commission and City Council discussion a joint workshop was held between Council and the Planning and Zoning Commission. At that workshop staff was provided with direction to edit, combine and/or delete many of the proposed actions. A couple of new actions were also added.

The attached document shows the proposed 2014 Action Plan.

RECOMMENDED ACTION: Act on the attached Ordinance O-021114 adopting a revised 2014 Action Plan which is a component of the 2011 Comprehensive Plan.

CITY CONTACT: John Taylor, City Administrator

ATTACHMENTS: Ord. O-021114
2014 Action Plan

CITY OF CHANDLER

ORDINANCE NO. O-021114

AN ORDINANCE OF THE CITY OF CHANDLER, TEXAS, AMENDING THE CITY OF CHANDLER 2011 COMPREHENSIVE PLAN; PROVIDING AN AMENDED 2014 ACTION PLAN; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING AN EFFECTIVE DATE; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF

Whereas, the City of Chandler (City) has been granted the power under Chapter 213 of the Texas Local Government Code to adopt a comprehensive plan for the purpose of promoting sound development and the public health, safety, and welfare; and

Whereas, the City adopted ordinance O-110811, adopting a Comprehensive Plan addressing physical growth within Chandler including the planning of land uses, thoroughfares, parks, utilities, and related matters within Chandler; and

Whereas, the City Council finds that the 2014 Action Plan has been reviewed and received a recommendation of approval from the Planning and Zoning Commission.

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

SECTION 1. The 2011 Comprehensive Plan for the City of Chandler is amended with the 2014 Action Plan attached hereto and incorporated herein for all purposes is hereby adopted as a long range planning tool for the City Council, the Planning and Zoning Commission, and all other applicable boards and departments of the City of Chandler.

SECTION 2. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be unconstitutional, such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 3. This Ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Chandler, and all ordinances of the City of Chandler in conflict with the provisions of this ordinance are hereby repealed to the extent of that conflict.

SECTION 4. That this Ordinance shall take effect immediately from and after its passage and publication of the caption of said ordinance as the law in such case provides.

PASSED AND APPROVED this the 11th day of February 2014.

The City of Chandler, Texas

Ann Hall, Mayor

Shirley Parmer, City Secretary

2014 REVISED ACTION PLAN

Original Plan Adopted November 2011

Revised Action Plan Adopted February 2014

Rank	Action ID #	Action	Notes
1	I-1-1-a	Adopt and follow a multi-year road maintenance and construction program creating a detailed listing of streets and intersections needing repair, improvement and new construction.	Using a Committee prioritize existing streets and intersections while continuing to promote the development of the Master Thoroughfare Plan.
2	S-1-1-b	Revise the retail/commercial/industrial development standards to require: <ul style="list-style-type: none"> • landscaping on new retail/commercial development • adequate screening and buffering from residential • regulations for commercial and industrial on-site employee and truck parking, loading, maneuvering and storage 	Revisions to the Zoning Ordinance.
3	I-1-2-c	Amend the Subdivision Rules and Regulations to ensure all requirements are up to date, develop Design Guidelines for all infrastructure requirements and evaluate all development related fees.	Hiring Engineer to develop standards following those of another city
4	New	Evaluate the feasibility of bringing water and sewer operations internal to the city operations and no longer using a 3 rd party operator.	
5	I-2-1-a	Examine water demand and supply after the new #7 well is completed and develop a long-term water management plan to meet future water demands.	
6	H-1-2-a	Establish residential standards that ensure quality and compatibility while still promoting large rural lot development and high end Townhouse and apartment developments.	
7	H-1-1-a	Actively promote the Certified Retirement Community designation and follow its action plan.	

Rank	Action ID #	Action	Notes
8	B-1-3-b	Develop a 5 year Capital Improvement Plan and use it to develop future budgets.	
9	P-1-1-c	Work with the railroad and adjoining property owners to acquire land for additional parking at McCain Park.	
10	1-1-2-a	Evaluate the cost and benefit of adopting impact fees to better fund infrastructure improvements.	
11	ED-1-1-a	Work with the EDC to develop economic development goals and objectives and strategic action plan.	
12	ED-1-2-b	Work with the EDC to proactively assemble an incentive package to be used to promote a hotel development and other new business possibly including special financing districts, such as a Tax Increment Financing (TIF) District.	
13	B-1-4-b	Review and evaluate the city's reserve policy for water and general funds.	
14	E-1-1-b	Evaluate certification and education pay to promote officer retention and advancement.	
15	F-1-2-a	Transfer the ownership of the Railroad Depot from the Chandler Volunteer Fire Department to the City and partner to provide the Food Bank and Thrift Shop a new location using grant funding to ensure space needs are met and Main Street Redevelopment is promoted.	
16	R-1-1-a	Prepare and adopt a Parks Master Plan with special emphasis on a new north side park.	
17	L-1-1-a	Prepare and adopt annexation plan with an initial focus on all areas that are currently serviced with city water.	
18	ED-2-1-a	Develop conceptual plans for a Main Street redevelopment project and examine funding opportunities for redevelopment.	

Rank	Action ID #	Action	Notes
19	R-1-1-b	Evaluate the possibility of reusing Winchester Park house for Community Center/Senior Center.	
20	T-3-2-a	Work with TxDOT to lower the speed limit on Hwy 31.	
21	I-2-1-c	Evaluate the development of a system to reuse gray water for watering parks and cemetery.	
22	new	Evaluate the development of a spray park at Winchester Park and using the Park Pond to irrigate the Park.	
23	S-1-1-a	Investigate methods the city can use to promote the improvement of the appearance of existing businesses.	
24	E-2-2-a	Review and evaluate needed changes to the City's Emergency Response and Preparedness Plan.	
25	F-1-1-a	Perform a space needs assessment to determine building needs and evaluate options for location of a new Municipal Complex including proper office space for the police department and city hall.	
26	L-1-1-c	Perform a cost/benefit analysis for the annexation of Sportsman's Paradise.	

TEXAS COMMISSION ON LAW ENFORCEMENT OFFICER STANDARDS AND EDUCATION

What does it mean when an Agency Reports as Racial Profiling-Tier 1-Partially Exempt?

Each agency must select the reporting option that applies to their particular situation.

When an agency chooses to report as **Partial Exemption** or **Tier 1 Reporting**, the agency is stating it routinely performs traffic stops or motor vehicle stops and the vehicles that routinely perform these stops are equipped with video and audio equipment. Law enforcement agencies that routinely perform traffic stops or motor vehicle stops and who have their vehicles that routinely perform these stops equipped with video and audio equipment can report under the Texas State Code of Criminal Procedure Article 2.135. To report under this option, the Agency vehicles that conduct motor vehicle stops must be equipped with video and audio equipment and the agency must maintain videos for 90 days after the stop. Optionally, in accordance with 2.135(a)(2) the agency can also file under Tier 1 if it has requested and not received funds to install the recording equipment.

The data collected for **Tier 1 (Partial Exemption)** reports must include:

- the number of motor vehicle stops,
- the number of types of race or ethnicity of the person(s) who were stopped was,
- the number of stops that the race or ethnicity was known prior to the stop.
- the number of stops in which a search was conducted
- number of searches that consent was received prior to search.

The Chief Administrator of the Agency must also certify that they have adopted a detailed written policy on racial profiling. The policy must:

- (1) clearly define acts constituting racial profiling;
- (2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;
- (3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;
- (4) provide public education relating to the agency's complaint process;
- (5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;
- (6) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
 - (A) the race or ethnicity of the individual detained;
 - (B) whether a search was conducted and, if so, whether the individual detained consented to the search; and
 - (C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and
- (7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - (A) the Commission on Law Enforcement Officer Standards and Education; and
 - (B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

CHANDLER POLICE DEPT.Motor Vehicle Racial Profiling Information

Number of motor vehicle stops:

- 1. 2139 citation only
- 2. 0 arrest only
- 3. 4 both
- 4. 2143 Total (4, 11, 14 and 17 must be equal)

Race or Ethnicity:

- 5 244 African
- 6. 10 Asian
- 7. 1687 Caucasian
- 8. 196 Hispanic
- 9. 6 Middle Eastern
- 10. 0 Native American
- 11. 2143 Total (lines 4, 11, 14 and 17 must be equal)

Race or Ethnicity known prior to stop?

- 12. 515 Yes
- 13. 1628 No
- 14. 2143 Total (lines 4, 11, 14 and 17 must be equal)

Search conducted?

- 15. 48 Yes
- 16. 2095 No
- 17. 2143 Total (lines 4, 11, 14 and 17 must be equal)

Was search consented?

- 18. 35 Yes
- 19. 13 No
- 20. 48 Total (must equal line 15)

(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

(A) the Commission on Law Enforcement; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

I certify these policies are in effect.

Executed by: **RONALD G REEVES**

Chief Administrator

CHANDLER POLICE DEPT.

Date: 02/04/2014

TIER 1 - PARTIAL EXEMPTION RACIAL PROFILING REPORT

Agency Name: CHANDLER POLICE DEPT.
Reporting Date: 02/04/2014
TCOLE Agency Number: 213204
Chief Administrator: RONALD G REEVES
Agency Contact Information: Phone: 903-590-0232
Email: rreeves@chandlertx.com
Mailing Address:
CHANDLER POLICE DEPT.
P.O. Box 425
Chandler, Tx 75758

This Agency claims partial racial profiling report exemption because:

Our vehicles that conduct motor vehicle stops are equipped with video and audio equipment and we maintain videos for 90 days.

Certification to This Report 2.132 (Tier 1) – Partial Exemption

Article 2.132(b) CCP Law Enforcement Policy on Racial Profiling

CHANDLER POLICE DEPT. has adopted a detailed written policy on racial profiling. Our policy:

- (1) clearly defines acts constituting racial profiling;
- (2) strictly prohibits peace officers employed by the CHANDLER POLICE DEPT. from engaging in racial profiling;
- (3) implements a process by which an individual may file a complaint with the CHANDLER POLICE DEPT. if the individual believes that a peace officer employed by the CHANDLER POLICE DEPT. has engaged in racial profiling with respect to the individual;
- (4) provides public education relating to the agency's complaint process;
- (5) requires appropriate corrective action to be taken against a peace officer employed by the CHANDLER POLICE DEPT. who, after an investigation, is shown to have engaged in racial profiling in violation of the CHANDLER POLICE DEPT.'s policy adopted under this article;
- (6) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
 - (A) the race or ethnicity of the individual detained;
 - (B) whether a search was conducted and, if so, whether the individual detained consented to the search; and



CITY OF CHANDLER

Staff Report

PROJECT: General Election – Early voting two 12 hour days

DATE: Council: 2/11/14

REQUEST: Approve the two weekdays for the main early voting location.

OVERVIEW: Per Section 85.005(d) of the Texas Election Code a city must choose two weekdays for the main early voting polling location to be open for 12 hours during the regular early voting period.

The recommendation is to have this occur the last 2 days of early voting which would fall on Monday, May 5th and Tuesday May 6th from 7am-7pm.

RECOMMENDED ACTION: Approve Monday, May 5th and Tuesday May 6th from 7am-7pm as the two 12 hour days for early voting.

ATTACHMENTS: None