



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

Monday, October 25, 2021 - 7:00 p.m.



While one or more City Council Members may be present via video or audio link, a quorum of the City Council will be at the Municipal Center-City Council Chambers, as required by the Texas Open Meetings Act.

Please click the link below for forms:

<https://www.lancaster-tx.com/1413/Notice-Regarding-Public-Participation>

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

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

7:00 P.M. REGULAR MEETING:

CALL TO ORDER

INVOCATION: Ministerial Alliance

PLEDGE OF ALLEGIANCE: Mayor Pro Tem Racheal Hill

PROCLAMATIONS: National Cybersecurity Awareness Month, Coach Beverly D. Humphrey & Lady Tigers Track Team Day

PUBLIC TESTIMONY/CITIZEN'S COMMENTS:

At this time, citizens who have pre-registered before the call to order will be allowed to speak on any matter 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. Anyone desiring to speak on an item scheduled for a public hearing is requested to hold their comments until the public hearing on that item.

CONSENT AGENDA:

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

1. Consider approval of minutes from the City Council Regular Meeting held on August 9, 2021, Special Meeting held on August 16, 2021, and Regular Meeting held on August 23, 2021.

2. Consider a resolution approving the terms and conditions of the 2021 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Funds Sharing and Fiscal Agency Agreement between the City of Lancaster and the County of Dallas, Texas to provide funds to prevent and control crime and to improve the criminal justice system.

PUBLIC HEARINGS:

3. Z21-19 Conduct a public hearing and consider a rezoning request from Agriculture Open (A-O) to Light Industrial (LI). The property is approximately 19.68 acres located on the south side of West Wintergreen Road and east side of Longhorn Drive. The property is specifically addressed as 2620 West Wintergreen Road within the Maraday Parks Survey, Abstract 1120 City of Lancaster, Dallas County, Texas.
4. M21-36 Conduct a public hearing and consider an amendment to the Future Land Use Plan of the Comprehensive Plan from Suburban Mixed-Use Center to Logistics/Distribution on an approximately 19.676 acres property located on the south side of West Wintergreen Road and Eastside of Longhorn Drive. The property is specifically addressed as 2620 West Wintergreen Road within the Maraday Parks Survey, Abstract 1120 City of Lancaster, Dallas County, Texas.
5. Z21-13 Conduct a public hearing and consider a rezoning request from Retail (R) to Commercial Service (CS). The property is located on the south side of Pleasant Run Road and 251 feet west of Westridge Avenue. The property is specifically addressed as 720 West Pleasant Run Road, City of Lancaster, Dallas County, Texas.
6. Z21-15 Conduct a public hearing and consider a Specific Use Permit (SUP) request for a gas station with six (6) fuel dispensers; fast food restaurant, retail stores, and convenience store to be located within 150 feet of a residential district on a property located on the southwest corner of West Wintergreen Road and North Houston School Road. The property is more particularly described as a tract of land situated in the Marady Parks Survey, Abstract No. 1120, City of Lancaster, Dallas County, Texas.
7. Z21-20 Conduct a public hearing and consider a change in zoning from Agricultural Open District (AO) to Single-Family Residential District (SF-5) for the property addressed as 1801 West Wintergreen Road located south of Anderson Farms Subdivision and north of West Wintergreen Road. The property is a tract of land situated in the W. Fleming Survey, Abstract No. 466, in the City of Lancaster, Dallas County, Texas.

ACTION:

8. Discuss and consider an ordinance authorizing the issuance of the "City of Lancaster, Texas General Obligation Refunding Bonds, Series 2021" and other matters related thereto.
9. Discuss and consider a resolution ratifying a grant agreement in an amount not to exceed three hundred eighty-two thousand dollars (\$382,000), with McKinley Packaging Company from funds collected from the one-fourth (1/4) of one (1) percent additional sales and use tax for the promotion and development of new and expanded business enterprises, as authorized by state law.

10. Discuss and consider a resolution approving a Chapter 380 Economic Development Agreement by and between the City of Lancaster, Texas and McKinley Packaging Company.
11. Discuss and take action on issuance of a Request for Qualifications/Request for Proposals (RFQ/RFP) for professional consulting services regarding amending, repealing, or updating the Downtown Design District overlay (Ordinance 2008-02-11).

EXECUTIVE SESSION:

12. The City Council shall convene into closed executive session pursuant to:
 - a. Section § 551.071(1)(a) of the Texas Government Code to seek legal advice from the City Attorney concerning pending or contemplated litigation on the Opioid settlement.
 - b. Section § 551.074 (a)(1) of the Texas Government Code to deliberate the appointment, employment, evaluation duties or dismissal of a public officer, to wit: the Municipal Judge.
 - c. Section § 551.074 (a)(1) of the Texas Government Code to deliberate the appointment, employment, evaluation duties or dismissal of a public officer, to wit: the City Manager.
13. Reconvene into open session. Consider and take appropriate action(s), if any, on closed/executive session matters.

ADJOURNMENT

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

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

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

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

HANDGUN THAT IS CARRIED OPENLY.

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

Certificate

I hereby certify the above Notice of Meeting was posted at Lancaster City Hall on October 21, 2021 @ 6:45 p.m. and copies thereof were provided to the Mayor, Mayor Pro-Tempore, Deputy Mayor Pro-Tempore and Council members.

A handwritten signature in blue ink, reading "Carey D. Neal, Jr.", is written over a horizontal line.

Carey D. Neal, Jr.

Assistant City Manager

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting

1.

Meeting Date: 10/25/2021

Policy Statement: This request supports the City Council 2021-2022 Policy Agenda

Goal(s):

- Financially Sound Government
- Healthy, Safe & Engaged Community
- Sound Infrastructure
- Quality Development
- Professional and Committed City Workforce

Submitted by: Sorangel O. Arenas, City Secretary

Agenda Caption:

Consider approval of minutes from the City Council Regular Meeting held on August 9, 2021, Special Meeting held on August 16, 2021, and Regular Meeting held on August 23, 2021.

Background:

Attached for your review and consideration are minutes from the City Council Regular Meeting held on August 9, 2021, Special Meeting held on August 16, 2021, and Regular Meeting held on August 23, 2021.

Attachments

Draft Minutes 08.09.2021

Draft Minutes 08.16.2021

Draft Minutes 08.23.2021

MINUTES

LANCASTER CITY COUNCIL REGULAR MEETING OF AUGUST 9, 2021

The City Council of the City of Lancaster, Texas, met in a called Regular Meeting in the Council Chambers of City Hall on August 9, 2021, at 7:00 p.m. with a quorum present to-wit:

Councilmembers Present (City Hall & Zoom):

Mayor Clyde C. Hairston
Carol Strain-Burk
Deputy Mayor Pro-Tem Stanley M. Jaglowski
Marco Mejia
Keithsha C. Wheaton
Mayor Pro-Tem Racheal Hill
Betty Gooden-Davis

City Staff Present (City Hall & Zoom):

Opal Mauldin-Jones, City Manager
Fabrice Kabona, Deputy City Manager
Carey Neal, Assistant City Manager
Chris Youngman, Emergency Management Chief
Dori Lee, Director of Human Resources
Jermaine Sapp, Director of Equipment and Facility Services
Kenneth Johnson, Fire Chief
Lisa Wube, Director of Parks and Recreation
Mike Delmore, Interim Director of Finance
Shane Shepard, Director of Economic Development
Vicki Coleman, Director of Development Services
Bryce Reed, Communications and Public Relations Coordinator
Cheryl Womble, Administrative & Community Relations Supervisor
Crystal Cloud, Utility Billing Manager
John Melton, Library Manager
Kellen Benbrook, Airport Manager
Keturah Barnett, Assistant to the City Manager
Ron Gleaves, IT Manager
Shawn Gary, Fire Marshal
Terry Hunter, Assistant Fire Chief
David T. Ritter, City Attorney
Sorangel O. Arenas, City Secretary

Call to Order:

Mayor Hairston called the meeting to order at 7:04 p.m. on August 9, 2021.

Invocation:

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

Pledge of Allegiance:

Councilmember Gooden-Davis led the pledge of allegiance.

Public Testimony:

Vicki Coleman, 211 N. Henry Street. Shared information regarding FEMA flood map and information on how to appeal map designation.

Consent:

- 1. Consider a resolution adopting the City of Lancaster Proposed Budget Calendar for Fiscal Year 2021/2022.**
- 2. Consider a resolution authorizing the award of Bid 2021-29 to Titan Aviation Fuels, Inc. for aviation fuel supply services at the Lancaster Regional Airport.**
- 3. Consider a resolution authorizing the City Manager to execute commercial and non-commercial leases, ground leases, and assignments and assumptions of ground leases at the Lancaster Regional Airport from August 1, 2021 to July 31, 2022.**

Deputy Mayor Pro-Tem Jaglowski pulled item C3.

MOTION: Deputy Mayor Pro-Tem Jaglowski made a motion, seconded by Councilmember Strain-Burk to approve Consent items 1-2. The vote was cast 6 for, 1 against. [Wheaton]

- 3. Consider a resolution authorizing the City Manager to execute commercial and non-commercial leases, ground leases, and assignments and assumptions of ground leases at the Lancaster Regional Airport from August 1, 2021 to July 31, 2022.**

Deputy Mayor Pro-Tem Jaglowski requested Council to consider the City Manager to execute the leases from one year to five years.

Councilmember Mejia shared he would rather have leases brought back each year.

Mayor Pro-Tem Hill shared she would rather have the leases come back each year.

MOTION: Councilmember Mejia made a motion, seconded by Mayor Pro-Tem Hill to approve consent item 3. The vote was cast 7 for, 0 against.

Action:

- 4. Discuss and consider a resolution approving a negotiated settlement between Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division regarding the company's 2021 rate review mechanism filing; declaring existing rates to be unreasonable; and adopting tariffs that reflect rate adjustments consistent with the negotiated settlement.**

City Manager Mauldin-Jones shared the City of Lancaster, along with 171 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC"). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). The settlement created a substitute rate review process, referred to as Rate Review Mechanism ("RRM"), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about April 1, 2021, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The company claimed that its cost-of-service in a test year ending December 31, 2020, entitled it to additional system-wide revenues of \$43.4 million. Application of the standards set forth in ACSC's RRM Tariff reduces the company's request to \$40.5 million, \$29.3 million of which would be applicable to ACSC members. ACSC's consultants concluded that the system-wide deficiency under the RRM regime should

be \$22.34 million instead of the claimed \$40.5 million. The amount of the \$22.34 million deficiency applicable to ACSC members would be \$16.8 million. After the company reviewed ACSC's consultants' report, ACSC's Executive Committee and the company negotiated a settlement whereby the company would receive an increase of \$22.78 million from ACSC Cities, but with a two-month delay in the effective date until December 1, 2021. This should save ACSC cities approximately \$3.8 million. The Executive Committee recommends a settlement at \$22.78 million. The effective date for new rates is December 1, 2021. ACSC members are urged to take action approving the resolution before October 1, 2021.

The purpose of this item is to adopt the new gas rates for Atmos Mid-Tex pursuant to a settlement between Atmos Cities Steering Committee and the company to resolve the pending RRM rate filing. The impact of the settlement on average residential rates is an increase of \$1.28 on a monthly basis, or 2.2 percent. The increase for average commercial usage will be \$4.03 or 1.61 percent. The resolution was prepared by Lloyd Gosselink Rochelle & Townsend, P.C. legal counsel for ACSC. Staff recommends approval of the resolution, as submitted.

MOTION: Councilmember Strain-Burk made a motion, seconded by Councilmember Gooden-Davis to approve item 4. The vote was cast 7 for, 0 against.

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

The meeting was adjourned at 7:27 p.m.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

MINUTES

LANCASTER CITY COUNCIL SPECIAL MEETING OF AUGUST 16, 2021

The City Council of the City of Lancaster, Texas, met in a called Special Meeting in the Council Chambers of City Hall on August 16, 2021, at 7:00 p.m. with a quorum present to-wit:

Councilmembers Present (City Hall & Zoom):

Mayor Clyde C. Hairston
Carol Strain-Burk
Deputy Mayor Pro-Tem Stanley M. Jaglowski
Marco Mejia
Keithsha C. Wheaton
Mayor Pro-Tem Racheal Hill
Betty Gooden-Davis

City Staff Present (City Hall & Zoom):

Opal Mauldin-Jones, City Manager
Fabrice Kabona, Deputy City Manager
Carey Neal, Assistant City Manager
Andrew Waits, Director of Public Works
Chris Youngman, Emergency Management Chief
Jermaine Sapp, Director of Equipment and Facility Services
Sam Urbanski, Police Chief
Bryce Reed, Communications and Public Relations Coordinator
Cheryl Womble, Administrative & Community Relations Supervisor
Keturah Barnett, Assistant to the City Manager
Michelle Evans, Assistant HR Director
Ron Gleaves, IT Manager
David T. Ritter, City Attorney
Sorangel O. Arenas, City Secretary

Call to Order:

Mayor Hairston called the meeting to order at 7:03 p.m. on August 16, 2021.

Public Testimony:

There were no speakers.

Executive Session:

3a. City Council shall convene into closed executive session pursuant to Section §551.071 (2) of the Texas Government Code to confer with the City's attorney and receive an update on the rapidly changing litigation posture of the local disaster related to COVID-19.

3b. Reconvene into open session and take any action necessary.

The City Council recessed for Executive Session at 7:04 p.m. and reconvened into open session at 7:28 p.m.

Action:

- 4a. Discuss and consider an ordinance declaring a local disaster related to COVID-19, ratifying the Mayor's Declaration of Local Disaster for a period of sixty (60) days, establishing the required use of face coverings in city-owned buildings, making findings related thereto, and providing an effective date.**

MOTION: Councilmember Strain-Burk made a motion, seconded by Councilmember Gooden-Davis to take no action on item 4a. The vote was 7 for, 0 against.

- 4b. Discuss and consider a resolution to amend the FY2021/2022 budget calendar.**

City Manager Mauldin-Jones shared the City received notice from Dallas County on August 11, 2021, that adoption of the budget must take place within seven days of the first public hearing, according to State law. The first Public Hearing is currently scheduled for August 30, 2021, and the second Public Hearing on September 13, 2021, which expands a time frame more than the seven days allowed by Dallas County. Due to the fact that the holiday following Monday, August 30, 2021, is September 6, 2021 (Labor Day), we are proposing moving the first public hearings from August 30, 2021, to September 13, 2021, and the second public hearing from September 13, 2021, to September 20, 2021. Approving this resolution establishes an amended schedule relative to the adoption of the Fiscal Year 2021/2022 budget that conforms to State law. Staff recommends approval of the resolution, as presented.

MOTION: Councilmember Strain-Burk made a motion, seconded by Councilmember Gooden-Davis to approve item 4b. The vote was 7 for, 0 against.

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

The meeting was adjourned at 7:32 p.m.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

MINUTES

LANCASTER CITY COUNCIL REGULAR MEETING OF AUGUST 23, 2021

The City Council of the City of Lancaster, Texas, met in a called Regular Meeting in the Council Chambers of City Hall on August 23, 2021, at 7:00 p.m. with a quorum present to-wit:

Councilmembers Present (City Hall & Zoom):

Mayor Clyde C. Hairston
Carol Strain-Burk
Deputy Mayor Pro-Tem Stanley M. Jaglowski
Marco Mejia
Keithsha C. Wheaton
Mayor Pro-Tem Racheal Hill
Betty Gooden-Davis

City Staff Present (City Hall & Zoom):

Opal Mauldin-Jones, City Manager
Fabrice Kabona, Deputy City Manager
Carey Neal, Assistant City Manager
Andy Waits, Director of Public Works
Chris Youngman, Emergency Management Chief
Dori Lee, Director of Human Resources
Jermaine Sapp, Director of Equipment and Facility Services
Kenneth Johnson, Fire Chief
Lisa Wube, Director of Parks and Recreation
Mike Delmore, Interim Director of Finance
Sam Urbanski, Police Chief
Shane Shepard, Director of Economic Development
Cheryl Womble, Administrative & Community Relations Supervisor
Bryce Reed, Communications and Public Relations Coordinator
Crystal Cloud, Utility Billing Manager
Keturah Barnett, Assistant to the City Manager
Ron Gleaves, IT Manager
David T. Ritter, City Attorney
Sorangel O. Arenas, City Secretary

Call to Order:

Mayor Hairston called the meeting to order at 7:00 p.m. on August 23, 2021.

Invocation:

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

Pledge of Allegiance:

Councilmember Strain-Burk led the pledge of allegiance.

Proclamations:

Mayor Hairston read the Daughters of the American Revolution, and the National Suicide Prevention Awareness Month proclamations.

Public Testimony:

There were no speakers.

Consent:

1. **Consider a resolution adopting City Council Goals and Objectives contained in the June 25, and June 26, 2021, City Council Strategic Planning Report prepared by The Elim Group.**

2. **Consider a resolution temporarily waiving certain fees from the Master Fee Schedule Article 2.000 related to the Clear the Shelter Event for a period of twenty-eight days from August 23, 2021, to September 19, 2021.**
3. **Consider a resolution approving the terms and conditions of an interlocal agreement by and between the City of Lancaster and Dallas County Department of Health and Human Services to provide certain health services.**
4. **Consider a resolution of the City of Lancaster proposed Fiscal Year 2021/2022 employee insurance program; allowing the City Manager to enter into agreements with employee benefit providers and/or administrators as follows: (1) Blue Cross Blue Shield for medical administration with a Health Savings Account (HSA) option; (2) Equitable for dental benefits administration; (3) Surency for vision benefit administration and renewal of agreements with (4) Dearborn National for Short Term Disability insurance; (5) Flores & Associates for cobra benefit administration; and (6) Alliance Work Partners for employee assistance program administration; authorizing execution of any necessary contracts and documents pursuant to this resolution.**
5. **Consider a resolution ratifying an amendment to the agreement for Professional Landscape Architectural Services with Halff Associates in an amount not to exceed \$7,600 for additional services related to the Texas Department of Transportation (TxDOT) Green Ribbon Project (CSJ0048-01-067).**
6. **Consider a resolution awarding RFP 2021-30 to Canary Construction, Inc. for replacement of +/- one hundred ninety-two feet (192) of wastewater main at the dead-end of Katy Street under Burlington Northern Santa Fe Railroad (BNSF), in an amount not to exceed one hundred twenty thousand, sixty-two dollars and thirty cents (\$120,062.30).**

Councilmember Strain-Burk pulled item C5.

MOTION: Councilmember Strain-Burk made a motion, seconded by Deputy Mayor Pro-Tem Jaglowski to approve Consent items 1-4 and 6. The vote was cast 7 for, 0 against.

5. **Consider a resolution ratifying an amendment to the agreement for Professional Landscape Architectural Services with Halff Associates in an amount not to exceed \$7,600 for additional services related to the Texas Department of Transportation (TxDOT) Green Ribbon Project (CSJ0048-01-067).**

Councilmember Strain-Burk shared her excitement for the Dallas Avenue beautification project through the TxDOT Green Ribbon Grant.

MOTION: Councilmember Strain-Burk made a motion, seconded by Deputy Mayor Pro-Tem Jaglowski to approve Consent items 5. The vote was cast 7 for, 0 against.

Public Hearing:

7. **Conduct a public hearing and consider a resolution adopting the Lancaster City Council's Rules and Procedures, as amended.**

Mayor Pro-Tem Hill ask for clarification on the Censure Policy Section I. City Attorney Ritter shared that the change better clarifies Section I Mayor-City Council Relations, Sub Section C, Number 12, and that Section C is a companion item to Section VI: Censure Policy, Number 1.

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

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

Action:

- 8. M21-31 Discuss and consider an Ordinance abandoning a small section of Rolling Hills Place, Ocean Drive and Martinque Drive rights-of-way, City of Lancaster rights-of-way, and two (2) alley rights-of way, providing for the furnishing of a certified copy of this Ordinance for recording the real property records of Dallas County, Texas as a deed; and providing an effective date.**

City Manager Mauldin-Jones shared this is a request to abandon three (3) rights-of-way on Rolling Hills Place, Ocean Drive and Martinque Drive and two (2) alleys as shown on the attached Rolling Meadows Phase 3 plat. These abandonment requests are in areas where there is a transition from alley served neighborhoods, specifically Rolling Hills Phase I and Moffitt Creek Estates and a neighborhood that does not have alleys; specifically Rolling Meadows Phase 3. These rights-of-way and alleys are not needed and have no use for Rolling Hills Phase I, Moffitt Creek Estates and the upcoming Rolling Meadows Phase 3. The abandonment will clean up previously dedicated but now unnecessary rights-of-way and alleys. Therefore, staff supports the applicant's request to abandon three (3) rights-of-way on Rolling Hills Place, and Martinque Drive, and two (2) alleys shown on the attached Rolling Meadows Phase 3 plat. Staff recommends approval of the ordinance, as presented.

MOTION: Councilmember Mejia made a motion, seconded by Mayor Pro-Tem Hill to approve item 8. The vote was cast 7 for, 0 against.

- 9. M21-33 Discuss and consider a resolution accepting one (1) water easement (20-foot wide or 2.261 acre) from PME Oakmont Lancaster, LLC, (Grantor), to the City of Lancaster (City) for the installation, construction, operation, maintenance, replacement, repair, upgrade and/or removal of a waterline and all necessary or desirable structures, facilities and appurtenances necessary to provide a secondary and separate connection to the City water system; establishing conditions, providing for the furnishing of a certified copy of this resolution for recording in the property records of Dallas County, Texas as a deed.**

City Manager Mauldin-Jones shared this is a request for one (1) water easement for the purpose of extending a public water line to serve Lot 1, Block A for Oakmont 20/35 Warehouse. The property to be served by this line consists of 41.653 acres and is located at the southeast corner of West Drive and Longhorn Drive. The Public Works staff has verified that the location of the proposed public water easement is acceptable. Having identified the location of these facilities, an easement must be granted by the property owner which must be considered and approved by City Council. Staff recommends approval of the resolution, as presented. Deputy Mayor Pro-Tem Jaglowski asked if it would have additional connection for future development.

Public Works Director Waits shared that the efforts would help the overall area.

MOTION: Councilmember Strain-Burk made a motion, seconded by Deputy Mayor Pro-Tem Jaglowski to approve item 9. The vote was cast 7 for, 0 against.

- 10. Discuss and consider appointments to the Animal Shelter Advisory Board.**

Mayor Hairston share City of Hutchins submitted an application for Freddie Chism.

MOTION: Councilmember Strain-Burk made a motion, seconded by Deputy Mayor Pro-Tem Jaglowski to approve item 10. The vote was cast 7 for, 0 against.

11. Discuss and consider the proposed FY 2021/2022 tax rate of \$0.769287 per \$100 assessed valuation, receive related tax calculation documents, take record vote to consider a tax rate to increase total tax revenues from properties on the tax roll in the previous year, and set public hearing dates on the proposed tax rate.

City Manager Mauldin-Jones shared consider the proposed FY 2021/2022 tax rate of \$0.769287 per \$100 assessed valuation, receive related tax calculation documents, take record vote to consider a tax rate to increase total tax revenues from properties on the tax roll in the previous year, and set public hearing dates on the proposed tax rate. On Friday, July 23, 2021, the Dallas Central Appraisal District (DCAD) released the Certified Values of properties within the City of Lancaster. This data was utilized to calculate the no-new-revenue tax rate (effective rate) and voter-approval (roll-back) tax rate for the 2021/2022 fiscal year. The City of Lancaster experienced an increase of 18.71% in taxable property values over the previous fiscal year values.

City of Lancaster Tax Rate Comparison (per \$100 assessed valuation)

Tax Rate Comparison FY 2020/2021 FY 2021/2022

Certified Values	\$3,009,367,773	\$3,572,339,009
Voter-Approval Tax Rate	\$0.822966	\$0.769287
No-New-Revenue Tax Rate	\$0.788948	\$0.764311
Proposed Tax Rate	\$0.819736	\$0.769287

The City Manager's proposed budget will raise more total revenue from property taxes than last year's budget. Staff recommends that City Council take a record vote on the proposal to consider a tax rate that will result in an increase in total revenues from properties on the tax roll in the previous year. City Council will also announce the date, time and location of the public hearing regarding the proposed tax rate. The public hearings are scheduled for Monday, September 13, 2021 and Monday, September 20, 2021 at 7:00 p.m. at the Lancaster Municipal Center, 211 North Henry Street, Lancaster, Texas 75146.

MOTION: Councilmember Mejia made a motion, seconded by Deputy Mayor Pro-Tem Jaglowski to approve item 11. Mayor Hairston called the voice roll. The roll call vote was cast 7 for, 0 against.

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

The meeting was adjourned at 7:34 p.m.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting

2.

Meeting Date: 10/25/2021

Policy Statement: This request supports the City Council 2021-2022 Policy Agenda

Goal(s): Healthy, Safe & Engaged Community

Submitted by: Charley Miller, Assistant Police Chief

Agenda Caption:

Consider a resolution approving the terms and conditions of the 2021 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Funds Sharing and Fiscal Agency Agreement between the City of Lancaster and the County of Dallas, Texas to provide funds to prevent and control crime and to improve the criminal justice system.

Background:

This item is for consideration to approve the 2021 JAG Program Funds Sharing and Fiscal Agency Agreement, which is considered by City Council annually. This agreement will allow the Lancaster Police Department to be eligible to receive a grant in the amount of fourteen thousand, four hundred sixty-nine dollars (\$14,469.00) through the Dallas County Justice Assistance Grant (JAG).

Operational Considerations:

Approval of this agreement will provide grant funding from Dallas County JAG for the purchase of a Dell Touch Screen Monitor, body camera magnetic mounts, and CellHawk Analytic Investigation software in an amount of nine thousand, four hundred nineteen dollars and thirty-two cents (\$9,419.32) after administration and fiscal agent fees.

Legal Considerations:

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

Public Information Considerations:

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

Fiscal Impact:

Pursuant to the Sharing Funds Agreement, the City of Lancaster shall transfer the grant administration fee of four thousand, three hundred forty dollars and seventy cents (\$4,340.70) to Dallas County. An additional amount of seven hundred eight dollars and ninety-eight cents (\$708.98) must also be transferred to the fiscal agent, the City of Dallas.

Options/Alternatives:

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

Recommendation:

Staff recommends approval of the resolution, as presented.

Attachments

Resolution

Jag Grant MOU

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE 2021 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FUNDS SHARING AND FISCAL AGENCY AGREEMENT FOR THE SHARING OF FUNDS BETWEEN THE CITY OF LANCASTER AND THE COUNTY OF DALLAS, TEXAS; TO PROVIDE FUNDS THROUGH DALLAS COUNTY JUSTICE ASSISTANCE GRANT (“JAG”); AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part E of Title 1 of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, and the Edward Byrne Memorial Justice Assistance Grant Program (the “JAG Program”) authorize the Department of Justice’s Bureau of Justice Assistance (the “BJA”) to make funds (the “JAG Funds”) available to units of local government in order to support a broad range of activities to prevent and control crime and to improve the criminal justice system; and

WHEREAS, the County and the Cities are eligible for 2021 JAG Program Funds and have been certified by the Department of Justice Bureau of Justice Assistance (BJA) as a disparate jurisdiction; and

WHEREAS, for the purposes of simplifying the application process, the JAG Program permits the chief executive officer of one of the eligible units of local government in the disparate jurisdiction to submit a joint application for JAG Funds on behalf of the other eligible units of local governments within that jurisdiction and to act as the fiscal agent for those local governments in administering the JAG Funds; and

WHEREAS, certified disparate jurisdictions must reach an agreement regarding the sharing of JAG Funds prior to submission of the JAG Program application; and

WHEREAS, the County and the Cities agree and acknowledge that as a certified disparate jurisdiction, they must reach an agreement regarding the sharing of JAG Funds prior to submitting a JAG application with the BJA; and

WHEREAS, the County and the Cities hereby agree to name a fiscal agent to administer and distribute the JAG Funds and to designate a share of each jurisdiction’s JAG Funds for administrative costs to be paid to the fiscal agent named below, prior to submission of the joint application for JAG Funds to the BJA; and

WHEREAS, the County and the Cities wish to name Dallas as the fiscal agent to administer and distribute the JAG Funds pursuant to the JAG Program; and

WHEREAS, a unit of local government may transfer up to ten percent (10%) of its allocation of JAG Funds for costs associated with administering the JAG Funds to the fiscal agent; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of the parties, that the undertaking will benefit the public, and that the share of the JAG Funds to each jurisdiction fairly compensates the parties for their respective functions under this Agreement.

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

SECTION 1. The Agreement by and between the City of Lancaster and Dallas County, Texas, attached hereto as Exhibit A, having been reviewed by the City Council of the City of Lancaster, Texas and found to be acceptable and in the best interest of the City and its citizens be and, the same is hereby, in all things approved.

SECTION 2. The City Manager of the City of Lancaster, Texas is hereby authorized to execute said Agreement.

SECTION 3. Any prior Resolutions 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 servable.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 25th day of October, 2021.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

JustGrants Application ID # GRANT13400034
2021 EDWARD BYRNE MEMORIAL
JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
FUNDS SHARING AND FISCAL AGENCY AGREEMENT

THIS AGREEMENT (the “Agreement”), is made and entered into by and between the following parties:

The County of Dallas, Texas (the “County”) located at County Administration Building, 2nd Floor, 411 Elm Street, Dallas, Texas 75202, political body recognized as a legal subdivision of the State of Texas pursuant to Article XI, Section 1 of the Texas Constitution; and

The City of Balch Springs, Texas (“Balch Springs”), located at City Hall, 13503 Alexander Road, Balch Springs, Texas 75181, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Carrollton, Texas (“Carrollton”), located at City Hall, 1945 East Jackson Road, Carrollton, Texas 75006, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Dallas, Texas (“Dallas”), located at City Hall, 1500 Marilla Street, Dallas, Texas 75201, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of DeSoto, Texas (“DeSoto”), located at City Hall, 211 East Pleasant Run Road, Suite A, DeSoto, Texas 75115, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution;

The City of Duncanville, Texas (“Duncanville”), located at City Hall, 203 East Wheatland Road, Duncanville, TX 75116, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Garland, Texas (“Garland”), located at City Hall, 200 North Fifth Street, 4th Floor, Garland, Texas 75040, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Grand Prairie, Texas (“Grand Prairie”), located at City Hall, 317 College Street, Grand Prairie, Texas 75050, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Irving, Texas (“Irving”), located at City Hall, 825 West Irving Boulevard, Irving, Texas 75060, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Lancaster, Texas (“Lancaster”), located at City Hall, 211 North Henry Street, Lancaster, Texas 75146, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Mesquite, Texas (“Mesquite”), located at City Hall, 757 North Galloway Avenue, Mesquite, Texas 75149, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Richardson, Texas (“Richardson”), located at City Hall, 411 West Arapaho, Richardson, Texas 75080, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution.

The aforementioned Cities shall be referred to collectively in this Agreement as the “Cities.”

The County and Cities that are signatories to this Agreement are the only parties to this Agreement.

W I T N E S S E T H:

WHEREAS, Part E of Title 1 of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, and the Edward Byrne Memorial Justice Assistance Grant Program (the “JAG Program”) authorize the Department of Justice’s Bureau of Justice Assistance (the “BJA”) to make funds (the “JAG Funds”) available to units of local government in order to support a broad range of activities to prevent and control crime and to improve the criminal justice system; and

WHEREAS, the County and the Cities are eligible for 2021 JAG Program Funds and have been certified by the BJA as a disparate jurisdiction; and

WHEREAS, for the purposes of simplifying the application process, the JAG Program permits the chief executive officer of one of the eligible units of local government in the disparate jurisdiction to submit a joint application for JAG Funds on behalf of the other eligible units of local governments within that jurisdiction and to act as the fiscal agent for those local governments in administering the JAG Funds; and

WHEREAS, certified disparate jurisdictions must reach an agreement regarding the sharing of JAG Funds prior to submission of the JAG Program application; and

WHEREAS, the County and the Cities agree and acknowledge that as a certified disparate jurisdiction, they must reach an agreement regarding the sharing of JAG Funds prior to submitting a JAG application with the BJA; and

WHEREAS, the County and the Cities hereby agree to name a fiscal agent to administer and distribute the JAG Funds and to designate a share of each jurisdiction's JAG Funds for administrative costs to be paid to the fiscal agent named below, prior to submission of the joint application for JAG Funds to the BJA; and

WHEREAS, the County and the Cities wish to name Dallas as the fiscal agent to administer and distribute the JAG Funds pursuant to the JAG Program; and

WHEREAS, a unit of local government may transfer up to ten percent (10%) of its allocation of JAG Funds for costs associated with administering the JAG Funds to the fiscal agent; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of the parties, that the undertaking will benefit the public, and that the share of the JAG Funds to each jurisdiction fairly compensates the parties for their respective functions under this Agreement; and

WHEREAS, on September 26, 2019, the United States District Court for the Northern District of Illinois issued a permanent injunction against the Department of Justice's imposition of the challenged immigration-related grant conditions for FY 2017, 2018, 2019, and all future grant years, and as a result, the Department of Justice is permanently enjoined from imposing the challenged conditions upon all U.S. Conference of Mayors (USCM) members that have been allocated, have applied for, or have been awarded Byrne JAG funds for FY 2017, 2018, 2019, and all future grant years; and

WHEREAS, as a result of this permanent injunction, USCM members, which includes the City of Dallas, that administer funds to subrecipients do not need to enforce the enjoined conditions, Chief Legal Officer (CLO) certification requirements, or Department of Homeland Security (DHS) questions requirements on those subrecipients, regardless of whether the subrecipients are USCM members; and

WHEREAS, the Department of Justice advises that USCM members that administer funds to subrecipients should provide sufficient notice to subrecipients about the enjoined conditions in the event that the conditions are reinstated later by the appellate court, and they have been included in this Agreement, and

WHEREAS, USCM members that are subrecipients are eligible to receive awards without the enjoined conditions being enforced. The City of Dallas, therefore, is not required to enforce the enjoined conditions, CLO certification requirements, or DHS questions requirements, on subrecipients that are USCM members, and USCM members that are subrecipients do not need to submit any of the CLO certifications or submit answers to DHS questions.

NOW THEREFORE, in consideration of the mutual covenants and obligations herein, the parties agree as follows:

SECTION 1. PURPOSE

This Agreement shall set forth the following: (A) the nature of the relationship between the County and the Cities and Dallas as fiscal agent for the County and the Cities; (B) the parties' reporting, legal, and audit obligations; (C) the amount of JAG Funds initially allocated by the BJA to the County and the Cities (the "Initial Allocations"); (D) the amount of the Initial Allocations of the JAG Funds to be transferred from the Cities to the County; (E) the allocation of JAG Funds for each jurisdiction *after* the transfer of a portion of the Initial Allocations of JAG Funds from the Cities to the County (the "Adjusted Allocations"); (F) the amount of the grant administration fees to be paid to Dallas as the fiscal agent for both the County and the Cities; (G) the allocation of JAG Funds for the County and the Cities *after* the grant administration fee has been deducted from the Adjusted Allocations (the "Final Allocations"); and (H) other rights and responsibilities of Dallas, the County, and the Cities with regard to Dallas' application for, administration of, and distribution of the JAG Funds on behalf of the County and the Cities.

SECTION 2. FISCAL AGENT

A. Dallas as Fiscal Agent. The County and the Cities do hereby agree that Dallas shall act as the fiscal agent for purposes of applying for, administering, and distributing the JAG Funds on behalf of both the County and the Cities. In consideration for Dallas acting as the fiscal agent for purposes of the JAG Program, the County and the Cities, save Dallas, each agree to pay Dallas seven percent (7%) of their Adjusted Allocations for costs associated with administering the JAG Funds. Dallas shall allocate greater than seven percent (7%) of its Adjusted Allocation toward administration; provided, however, the total contribution of Adjusted Allocations toward grant administration, including Dallas' contribution, shall not exceed ten percent (10%) of the total allocation to the parties' disparate jurisdiction. Dallas further agrees to prioritize the expenditure of the grant administration fees to include the following activities: distributing the JAG Funds, monitoring the award, submitting reports to the BJA (including performance measures and program assessment data), and providing ongoing assistance to the County and the Cities as subrecipients of the JAG Funds.

B. No Additional Funds. The County and the Cities agree that Dallas has no obligation to provide funds to the County and the Cities from any source other than the JAG Program and in any amount other than the Final Allocation of JAG Funds for each party as set forth in this Agreement regardless of whether the JAG Funds are sufficient to fully accomplish the priorities set forth in Section 2.A above. In the event a portion of the JAG grant administration fee remains upon completion of the project set forth in this Agreement, as determined by Dallas, Dallas may expend such funds on other eligible projects under the JAG Program at Dallas's sole discretion.

SECTION 3. REPORTING, LEGAL, AND AUDIT REQUIREMENTS

A. Reports.

(1) Quarterly Reports. The County and the Cities agree to provide Dallas with quarterly financial and programming reports no later than eighteen (18) days after the last day of the calendar quarter that demonstrate the appropriate use and management of the JAG Funds in conformance with the JAG Program and the BJA guidelines.

(2) Semi-Annual Reports. The County and the Cities agree to provide Dallas with semi-annual progress reports in conformance with the JAG Program and the BJA guidelines.

B. Legal Requirements. The County and the Cities agree to act in accordance with the Edward Byrne Memorial Justice Assistance Grant (JAG) Program Fiscal year (FY) 2021 Local Assistance Application, all Office of Justice Programs financial guidelines and the Mandatory Award Terms and Conditions, and all of the requirements of the JAG Program guidance, including but not limited to: Administrative Funds, Disparate Certification, Prohibited and Controlled Uses, Compliance with Applicable Federal Laws, Body-Worn Camera (BWC) purchases, Body Armor, DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database, Interoperable Communications, Non-Supplanting of State and Local Funds; Civil Rights Compliance; Anti-Lobbying Act; Financial and Government Audit Requirements, includes Single Audit Act Requirements; National Environmental Policy Act (NEPA); DOJ Information Technology Standards; Compliance with Office of Justice Programs Financial Guide; and Government Performance and Results Act (GPRA); Federal Funding Accountability and Transparency Act (FFATA) of 2006; and the Uniform Administrative Requirements, Cost Principles, and Audits Requirements of Federal Awards, particularly, those set out at 2 CFR 200.303 and 2 CFR 200.205.

C. Award Terms and Conditions. Cities and County shall comply with the award terms and conditions, and other legal requirements, including but not limited to Office of Management and Budget (OMB), Department of Justice (DOJ), or other federal regulations which will be included in the award and are incorporated by reference into the award and into this Agreement, including, but not limited to, compliance with 8 U.S.C §1373, 1644 and related requirements regarding immigration requests from the Department of Homeland Security, except as these

requirements are modified by the permanent injunction issued September 26, 2019, by the United States District Court for the Northern District of Illinois against the Department of Justice's imposition of the challenged immigration-related grant conditions for FY 2017, 2018, 2019, and all future grant years.

D. Audit Requirements. The County and the Cities shall maintain records to demonstrate proper expenditure of JAG Program Funds and Dallas, as fiscal agent, has the right to review and audit any and all of such financial records. The County and the Cities shall retain all such records for a minimum of three (3) years following completion of this Agreement. The County and the Cities must require that any of its contractors, subcontractors, vendors, or partner agencies allow Dallas to review and audit their financial records pertaining to any contracts they may have with the County or the Cities utilizing JAG Funds.

SECTION 4. INITIAL ALLOCATIONS

For 2021, the BJA has determined the Initial Allocations of JAG Funds for the parties to this Agreement as follows:

THE COUNTY	\$0.00
BALCH SPRINGS	\$13,226.00
CARROLLTON	\$12,476.00
DALLAS	\$846,732.00
DESOTO	\$14,883.00
DUNCANVILLE	\$14,857.00
GARLAND	\$55,519.00
GRAND PRAIRIE	\$38,384.00
IRVING	\$43,380.00
LANCASTER	\$14,469.00
MESQUITE	\$48,505.00
<u>RICHARDSON</u>	<u>\$13,174.00</u>
TOTAL	\$1,115,605.00

SECTION 5. AMOUNT OF INITIAL ALLOCATIONS TO BE TRANSFERRED FROM THE CITIES TO THE COUNTY

The Cities shall transfer a portion of their Initial Allocations of JAG Funds to the County pursuant to this Agreement as follows:

THE COUNTY	\$0.00
BALCH SPRINGS	\$3,967.80
CARROLLTON	\$3,742.80
DALLAS	\$254,019.60
DESOTO	\$4,464.90
DUNCANVILLE	\$4,457.10
GARLAND	\$16,655.70
GRAND PRAIRIE	\$11,515.20
IRVING	\$13,014.00
LANCASTER	\$4,340.70
MESQUITE	\$14,551.50
<u>RICHARDSON</u>	<u>\$13,174.00</u>
TOTAL	\$343,903.30

SECTION 6. ADJUSTED ALLOCATIONS

After the transfer of a portion of the Cities' Initial Allocations of JAG Funds to the County, the County and the Cities' Adjusted Allocations of JAG Funds are as follows:

THE COUNTY	\$343,903.30
BALCH SPRINGS	\$9,258.20
CARROLLTON	\$8,733.20
DALLAS	\$592,712.40
DESOTO	\$10,418.10
DUNCANVILLE	\$10,399.90
GARLAND	\$38,863.30
GRAND PRAIRIE	\$26,868.80
IRVING	\$30,366.00
LANCASTER	\$10,128.30
MESQUITE	\$33,953.50
<u>RICHARDSON</u>	<u>\$0.00</u>
TOTAL	\$1,115,605.00

SECTION 7. FISCAL AGENT GRANT ADMINISTRATION FEES

The County and the Cities other than Dallas agree to transfer grant administration fees equal to seven percent (7%) of each party's Adjusted Allocation of JAG Funds to Dallas, as fiscal agent for the County and the Cities and Dallas shall allocate greater than seven percent (7%) of its Adjusted Allocation toward administration as shown below. The total contribution of Adjusted Allocations toward grant administration, including Dallas' contribution, does not exceed ten percent (10%) of the total allocation to the parties' disparate jurisdiction

THE COUNTY	\$24,073.23
BALCH SPRINGS	\$648.07
CARROLLTON	\$611.32
DALLAS	\$74,958.02
DESOTO	\$729.27
DUNCANVILLE	\$727.99
GARLAND	\$2,720.43
GRAND PRAIRIE	\$1,880.82
IRVING	\$2,125.62
LANCASTER	\$708.98
MESQUITE	\$2,376.75
<u>RICHARDSON</u>	<u>\$0.00</u>
TOTAL	\$111,560.50

SECTION 8. FINAL ALLOCATIONS

The Final Allocations of JAG Funds are the Initial Allocations (1) less the transfer of a portion of the Cities' Initial Allocations of JAG Funds to the County, which are the Adjusted Allocations and (2) less the transfer of the grant administration fees of the Adjusted Allocations to Dallas. Each jurisdiction shall include in its JAG Program application the following Final Allocations of JAG Funds:

THE COUNTY	\$319,830.07
BALCH SPRINGS	\$8,610.13
CARROLLTON	\$8,121.88
DALLAS	\$629,314.87
DESOTO	\$9,688.83
DUNCANVILLE	\$9,671.91
GARLAND	\$36,142.87
GRAND PRAIRIE	\$24,987.98
IRVING	\$28,240.38
LANCASTER	\$9,419.32
MESQUITE	\$31,576.76
<u>RICHARDSON</u>	<u>\$0.00</u>
TOTAL	\$1,115,605.00

SECTION 9. APPLICATION OF COUNTY FUNDS

The County agrees to prioritize the expenditure of its Final Allocation of Three Hundred Nineteen Thousand, Eight Hundred Thirty Dollars and Seven cents (\$319,830.07) to continue the development and implementation of improvements to the criminal justice system. The Cities agree that the County has no obligation to provide any additional funds under this Agreement, even if the 2021 JAG Funds are insufficient to fully develop or implement the County's chosen improvements to the criminal justice system. In the event any JAG Funds remain upon completion of the development and implementation of improvements to the criminal justice, the County may expend such funds on other eligible projects under the grant at the County's discretion, subject to the approval of the BJA, as required under the JAG Program.

SECTION 10. TERM

The term of this Agreement shall begin on the date the last signature of either the County or the Cities authorizing approving this Agreement is obtained and shall terminate upon the fulfillment of all obligations hereunder.

SECTION 11. AGENCY

The County and the Cities agree and acknowledge that, except to the extent specified in Section 2 of this Agreement, each entity is not an agent of any other entity and that each entity is responsible for its acts, forbearance, negligence, and deeds and each entity is responsible for those acts, forbearance, negligence, and deeds of its agents or employees in conjunction with performance under this Agreement.

SECTION 12. FORMAL APPROVAL

This Agreement is expressly subject to and contingent upon formal approval by the governing bodies of the County and the Cities.

SECTION 13. NO THIRD-PARTY BENEFICIARY ENFORCEMENT

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and any right of action relating to such enforcement shall be strictly reserved to the Cities and the County and nothing contained in this Agreement shall be construed to create any rights for any third parties.

SECTION 14. NON-ASSIGNMENT

The parties shall not sell, assign, transfer, or convey this Agreement, in whole or in part, without the prior written consent of the parties.

SECTION 15. NOTICE OF CONTRACT CLAIM

This Agreement is subject to the provisions of Section 2-86 of the Dallas City Code, as amended, relating to requirements for filing a notice of breach of contract claim against the City. Section 2-86 of the Dallas City Code, as amended, is expressly incorporated by reference and made a part of this Agreement. County and Cities shall fully comply with the requirements of this ordinance as a condition precedent to any claim relating to this Agreement, in addition to all other requirements in this Agreement related to claims and notice of claims. This Agreement is also subject to the provisions of TEX. LOC. GOV'T CODE § 89.0041 (Notice of Suit Against County).

SECTION 16. RESPONSIBILITY

Dallas, the County, and the Cities shall each be responsible for the sole negligent acts of their officers, agents, employees, or separate contractors. In the event of joint and concurrent negligence of the parties to this Agreement, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the parties under Texas law and without waiving any defenses of the parties under Texas law.

SECTION 17. NOTICE

Any notice, payment, statement, communication, report, or demand required or permitted to be given under this Agreement by any party to another may be affected by personal delivery in writing or deposited in the U.S. mail by certified letter, return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three (3) days after mailing.

To the County:

Dir. of Criminal Justice, Charlene Randolph
Dallas County – Administration Building
411 Elm Street, 2nd Floor
Dallas, Texas 75202

To Balch Springs:

Chief of Police, Jonathan Haber
Balch Springs Police Department
12500 Elam Road
Balch Springs, Texas 75180

<u>To Carrollton:</u>	Chief of Police, Derick Miller Carrollton Police Department 2025 East Jackson Road Carrollton, Texas 75006
<u>To Dallas:</u>	City Manager, T.C. Broadnax Dallas City Hall 1500 Marilla, 4EN Dallas, Texas 75201
<u>To DeSoto:</u>	Chief of Police, Joseph Costa DeSoto Police Department 714 East Belt Line Road DeSoto, Texas 75115
<u>To Duncanville:</u>	Chief of Police, Robert D. Brown, Jr. Duncanville Police Department 203 East Wheatland Rd. Duncanville, Texas 75116
<u>To Garland:</u>	Chief of Police, Jeff Bryan Garland Police Department 1891 Forest Lane Garland, Texas 75042
<u>To Grand Prairie:</u>	Chief of Police, Daniel Scesney Police Department 1525 Arkansas Lane Grand Prairie, Texas 75052
<u>To Irving:</u>	Chief of Police, Jeff Spivey Irving Police Department P. O. Box 152288 Irving, Texas 75015
<u>To Lancaster:</u>	Chief of Police, Samuel Urbanski Lancaster Police Department 100 Craig Shaw Memorial Pkwy Lancaster, Texas 75134

To Mesquite:

Chief of Police, Charles Cato
Mesquite Police Department
PO Box 850137
Mesquite, Texas 75185-0137

To Richardson:

Chief of Police, Gary Tittle
Richardson Police Department
P.O. Box 831078
Richardson, Texas 75083

SECTION 18. GOVERNING LAW AND VENUE

The obligations of the parties to this Agreement shall be performed in Dallas County, Texas, and venue for any legal action under this Agreement shall lie exclusively in Dallas County, Texas. In construing this Agreement, the laws and court decisions of the State of Texas shall control.

SECTION 19. LEGAL CONSTRUCTION

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

SECTION 20. COUNTERPARTS

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

SECTION 21. CAPTIONS

The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

SECTION 22. AMENDMENTS; ENTIRE AGREEMENT

This Agreement (with all referenced exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement of all of the parties, superseding all oral or written previous and contemporary agreements between the parties relating to matters set forth in this Agreement. This Agreement may be modified or amended only by written agreement of all of the parties, to be attached to and made a part of this Agreement.

IN WITNESS WHEREOF, by their signatures hereon, each of the undersigned represents and warrants that they are the duly authorized agents of each entity and have full right and authority to enter into this Agreement. This Agreement is to be effective upon the signature of both County and the Cities.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

The County of Dallas, State of Texas, has executed this Agreement pursuant to Commissioners Court Order Number _____ and passed on the ____ day of _____, ____.

APPROVED BY THE COUNTY OF DALLAS:

Clay Lewis Jenkins, County Judge

APPROVED AS TO FORM*:

JOHN CREUZOT
DISTRICT ATTORNEY

Randall Miller, Assistant District Attorney

*BY LAW, THE DISTRICT ATTORNEY'S OFFICE MAY ONLY ADVISE OR APPROVE CONTRACTS OR LEGAL DOCUMENTS ON BEHALF OF ITS CLIENTS. IT MAY NOT ADVISE OR APPROVE A LEASE, CONTRACT, OR LEGAL DOCUMENT ON BEHALF OF OTHER PARTIES. OUR REVIEW OF THIS DOCUMENT WAS CONDUCTED SOLELY FROM THE LEGAL PERSPECTIVE OF OUR CLIENT. OUR APPROVAL OF THIS DOCUMENT WAS OFFERED SOLELY FOR THE BENEFIT OF OUR CLIENT. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE ATTORNEY(S).

The City of Balch Springs, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution _____, Minutes _____ Dated the _____ day of _____, _____.

**APPROVED BY THE
CITY OF BALCH SPRINGS:**

RECOMMENDED BY:

Susan Cluse, City Manager

Jonathan Haber, Chief of Police

APPROVED AS TO FORM BY:

Amanda Davis, City Attorney

The City of Carrollton, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution _____, Minutes _____ Dated the _____ day of _____, _____.

**APPROVED BY THE
CITY OF CARROLLTON:**

RECOMMENDED BY:

Erin Rinehart, City Manager

Derick Miller, Chief of Police

APPROVED AS TO FORM BY:

Meredith A. Ladd, City Attorney

EXECUTED by the City of Dallas, signing by and through its City Manager, duly authorized to execute same by Resolution No. (blank), adopted by the City Council on (blank).

Acceptance of FY 2021 JAG awards by U.S. Conference of Mayors members (as designated in Evanston v. Barr) shall not be construed as acceptance of Special Conditions 31 through 41 of the FY 2021 grants, or similar conditions. Nor, given the injunction, currently in effect, in the litigation, against inclusion of those conditions in FY 2021 JAG awards, shall Special Conditions 31-41 be enforced against the foregoing jurisdictions while that ruling is in effect.

RECOMMENDED

Eddie Garcia, Chief of Police

APPROVED AS TO FORM
CHRISTOPHER J. CASO
CITY ATTORNEY

CITY OF DALLAS
T. C. BROADNAX
CITY MANAGER

By: _____
Assistant City Attorney

By: _____
City Manager

The City of DeSoto, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution _____, Minutes _____ Dated the ____ day of _____, _____.

APPROVED BY THE CITY OF DESOTO:

RECOMMENDED BY:

Brandon Wright, City Manager

Joseph W. Costa, Chief of Police

APPROVED AS TO FORM BY:

Joseph J. Gorfida, Jr, City Attorney

The City of Duncanville, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution _____, Minutes _____ Dated the _____ day of _____, _____.

**APPROVED BY THE
CITY OF DUNCANVILLE:**

RECOMMENDED BY:

Paul Frederiksen, Interim City Manager

Robert D. Brown, Jr., Chief of Police

APPROVED AS TO FORM BY:

Robert Hager, City Attorney

The City of Garland, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution _____, Minutes _____ Dated the _____ day of _____, _____.

**APPROVED BY THE
CITY OF GARLAND:**

RECOMMENDED BY:

Bryan Bradford, City Manager

Jeff Bryan, Chief of Police

APPROVED AS TO FORM BY:

Brad Neighbor, City Attorney

The City of Grand Prairie, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution _____, Minutes _____ Dated the _____ day of _____, _____.

**APPROVED BY THE
CITY OF GRAND PRAIRIE:**

RECOMMENDED BY:

Steve Dye, Chief Operating Officer

Daniel Scesney, Chief of Police

APPROVED AS TO FORM BY:

Megan Mahan, City Attorney

The City of Irving, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution _____, Minutes _____ Dated the _____ day of _____, _____.

APPROVED BY THE CITY OF IRVING:

RECOMMENDED BY:

Richard H. Stopfer, Mayor

Jeff Spivey, Chief of Police

APPROVED AS TO FORM BY:

Kuruvilla Oommen, City Attorney

The City of Lancaster, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution _____, Minutes _____ Dated the _____ day of _____, _____.

**APPROVED BY THE
CITY OF LANCASTER:**

RECOMMENDED BY:

Opal Mauldin-Jones, City Manager

Samuel Urbanski, Chief of Police

APPROVED AS TO FORM:

David Ritter, City Attorney

The City of Mesquite, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution _____, Minutes _____ Dated the _____ day of _____, _____.

**APPROVED BY THE
CITY OF MESQUITE:**

RECOMMENDED BY:

Cliff Keheley, City Manager

Charles Cato, Chief of Police

APPROVED AS TO FORM BY:

David L. Paschall, City Attorney

The City Manager for the City of Richardson, State of Texas, has executed the Agreement pursuant to Section 2-52 of the Richardson Code of Ordinances Dated the _____ day of _____, _____.

**APPROVED BY THE
CITY OF RICHARDSON:**

Dan Johnson, City Manager

RECOMMENDED BY:

Gary Tittle, Chief of Police

APPROVED AS TO FORM:

Peter G. Smith, City Attorney

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting

3.

Meeting Date: 10/25/2021

Policy Statement: This request supports the City Council 2021-2022 Policy Agenda

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

Submitted by: Vicki D. Coleman, Director of Development Services

Agenda Caption:

Z21-19 Conduct a public hearing and consider a rezoning request from Agriculture Open (A-O) to Light Industrial (LI). The property is approximately 19.68 acres located on the south side of West Wintergreen Road and east side of Longhorn Drive. The property is specifically addressed as 2620 West Wintergreen Road within the Maraday Parks Survey, Abstract 1120 City of Lancaster, Dallas County, Texas.

Background:

1. **Location and size:** The property is located on the south side of West Wintergreen Road and east side of Longhorn Drive and is 19.68 acres in size.
2. **Current Zoning:** The subject property is currently zoned Agricultural Open (A-O).
3. **Adjacent Properties:**
North: Light Industrial (LI) - (Vacant Properties)
South: Agricultural Open (A-O) - Vacant Properties
East: Agricultural Open (A-O) - and Retail (R) - (Vacant Properties)
West: Light Industrial (LI) - (Vacant Properties)
4. **Comprehensive Plan Compatibility:**
The Future Land Use Plan of the Comprehensive Plan identifies this site as Suburban Mixed-Use Center. The requested zoning change is not consistent with the 2016 Comprehensive Plan.

5. **Case History:**

Date	Body	Action
07/12/2016	P&Z	Z16-06 Postponed
08/23/2016	P&Z	Z16-06 Recommended Denial
10/10/2017	CC	Z16-06 Denied the rezoning
04/03/2018	P&Z	Z18-04 Recommended Denial
04/23/2018	CC	Z18-04 Applicant withdrew prior to meeting
10/05/2021	P&Z	Z21-19 Recommended Denial

Operational Considerations:

This is a request to rezone the subject property from Agriculture Open to Light industrial for a logistics and distribution use. As noted in the above case history table, this item was last denied by the Planning & Zoning Commission on April 3, 2018, and the applicant withdrew the application before City Council action on the rezoning change request. The applicant is bringing back the zoning change request with a companion item (M21-19) requesting to amend Future Land Use Plan of the Comprehensive Plan from Suburban Mixed-Use Center to Logistics/Distribution for City Council consideration of the zoning request.

Pursuant to Section 14.1101 of the Lancaster Development Code (LDC), when reviewing zoning change application, there are five (5) considerations that must be made when deciding on a zoning change application. The following is an analysis of these considerations:

Consistency with the Comprehensive Plan: The City's 2016 Comprehensive Plan identifies this site as suitable for Suburban Mixed-Use Center. The Suburban Mixed-Use Center is intended to create regional destinations, including entertainment venues, regional oriented retail and lifestyle centers. Suburban Mixed-Use Center primary land uses include regional retail, urban residential, senior housing, hotels, professional office, restaurants, multi-tenant commercial, live/work/shop units with secondary land uses such as civic and institutional uses as well as parks. The requested zoning change is therefore not consistent with the 2016 Comprehensive Plan.

Potential Impact on Adjacent Development: The subject property is currently undeveloped. All the surrounding properties to the north, south, east and west are also undeveloped. This prospective development does not meet the vision as set forth by the Community and City Council through Comprehensive Plan.

Availability of utilities and access: The subject property is served by City of Lancaster sewer and water; the applicant will be responsible for connecting to those utilities. Access to the property is via West Wintergreen Road.

Site conditions such as vegetation, topography, and flood plain: The site is currently undeveloped. Upon construction of this site, factors such as vegetation, topography and flood plain issues will be addressed as part of the site plan approval process and more specifically during the civil review before construction.

Timing of Development as it relates to Lancaster's Capital Improvement Plan: The City of Lancaster Capital Improvement Plan does have improvement plans for Wintergreen Road which is envisioned to be a Major Arterial Type B (4 Lanes).

Based upon an analysis of the five (5) considerations that must be taken into consideration when reviewing a change in zoning application, the proposed application will adversely affect the potential development of adjacent properties as envisioned by the 2016 Comprehensive Plan. The proposed zoning is also not consistent with the 2016 Comprehensive Plan.

Legal Considerations:

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

Public Information Considerations:

On September 19, 2021, a notice for this public hearing appeared in the Focus Daily Newspaper. Staff also mailed seven (7) notifications of this public hearing to property owners within 200 feet of the subject site and zoning signs were placed on the property. There were no letters in opposition or support for this zoning change request received by staff.

Options/Alternatives:

1. City Council may approve the zoning change request, as presented.
2. City Council may approve the zoning change with changes and state those changes.
3. City Council may deny of the zoning change.

The Lancaster Development Code (LDC), Section 14.208 City Council, (d) Council Approval or Denial (1) states that " Approval of an Item. The Council may approve the request or amendment either as requested, or in the form of a more restrictive district, and subject to such appropriate conditions as are allowed by law. However, when a proposed zoning request is heard by the City Council that has been denied by the Planning and Zoning Commission, a three/fourths (3/4) majority vote by the city council shall be required for approval". The Planning and Zoning Commission recommended denial of this item, a super majority (6 of 7 members) is required for approval of this zoning change request.

Recommendation:

On October 5, 2021, the Planning and Zoning Commission recommended denial of the request to rezone the property from Agriculture Open (A-O) to Light Industrial (LI) and staff concurs with the Planning and Zoning Commission's recommendation.

Attachments

Location Map

Zoning Exhibit

Comprehensive Plan Excerpt

P&Z Staff Report

2620 W Wintergreen Rd Zoned: AO



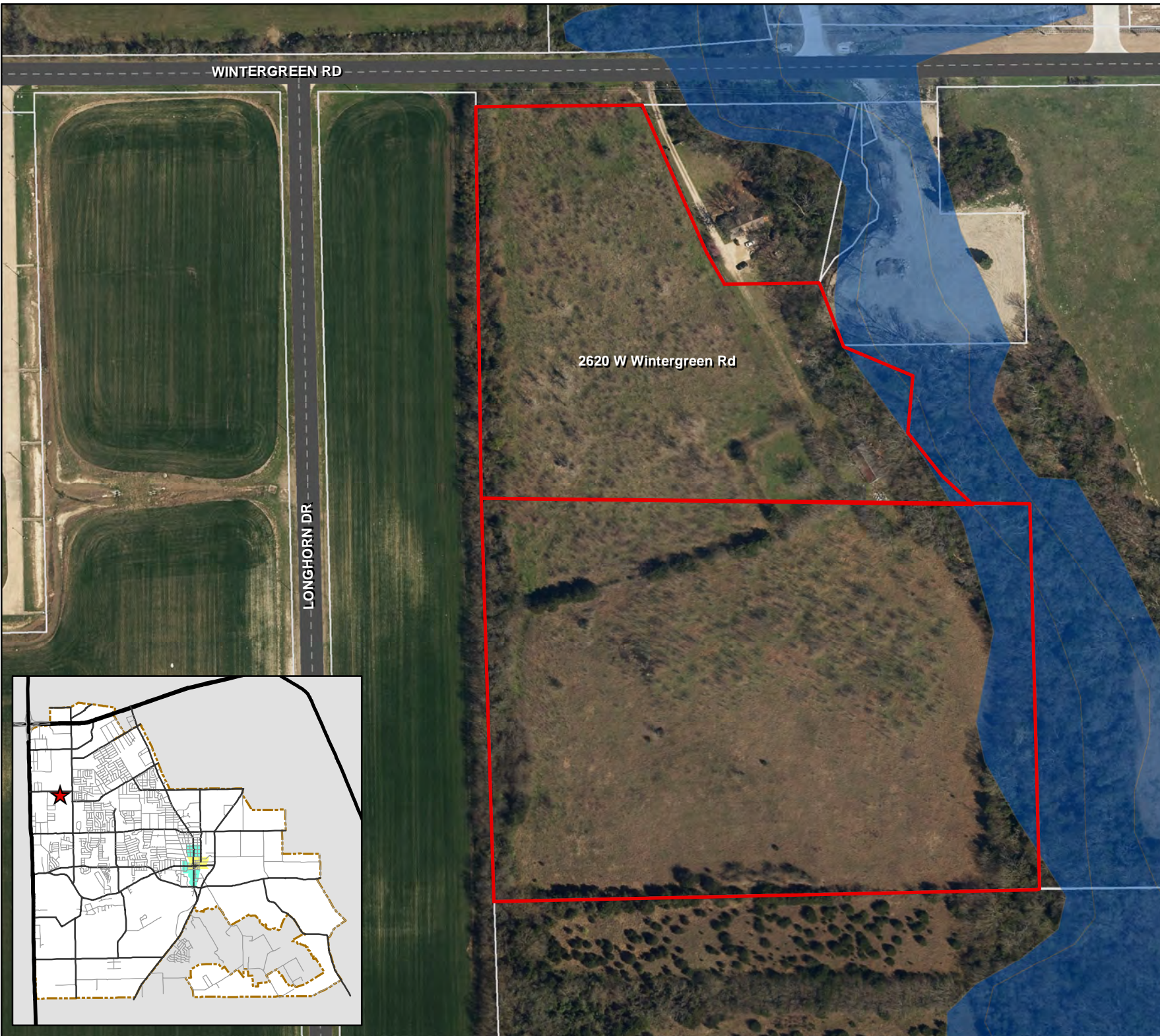
Legend

- Subject Property
- Downtown Districts
- Historic District
- Floodplain
- City Limits
- Parcels



0 50 100 200 Feet

date: 06/09/2021



Suburban Mixed-Use Center

Character & Intent

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

Land Use Considerations

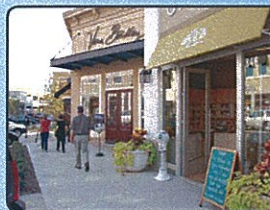
Primary Land Uses

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

Secondary Land Uses

Civic and institutional uses, parks

Precedent Photos



Commercial Corridor

Character & Intent

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

Land Use Considerations

Primary Land Uses

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

Secondary Land Uses

Civic and institutional uses, parks

Precedent Photos



CITY OF LANCASTER BOARDS AND COMMISSIONS

Planning & Zoning Commission

Item 11.

Meeting Date: 10/05/2021

Policy Statement: This request supports the City Council 2021-2022 Policy Agenda

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

Submitted by: Bester Munyaradzi, Senior Planner

Agenda Caption:

Z21-19 Conduct a Public Hearing and consider a rezoning request from Agriculture Open (A-O) to Light Industrial (LI). The property is approximately 19.68 acres located on the south side of West Wintergreen Road and east side of Longhorn Drive. The property is specifically addressed as 2620 West Wintergreen Road within the Maraday Parks Survey, Abstract 1120 City of Lancaster, Dallas County, Texas.

Background:

1. **Location and size:** The property is located on the south side of West Wintergreen Road and east side of Longhorn Drive and is 19.68 acres in size.
2. **Current Zoning:** The subject property is currently zoned Agricultural Open (A-O).
3. **Adjacent Properties:**
North: Light Industrial (LI) - (Vacant Properties)
South: Agricultural Open (A-O) - (Vacant Properties)
East: Agricultural Open (A-O) - and Retail (R) - (Vacant Properties)
West: Light Industrial (LI) - (Vacant Properties)
4. **Comprehensive Plan Compatibility:**
The Future Land Use Plan of the Comprehensive Plan identifies this site as Suburban Mixed-Use Center. The requested zoning change is not consistent with the 2016 Comprehensive Plan.

5. **Case History:**

Date	Body	Action
07/12/2016	P&Z	Z16-06 Postponed
08/23/2016	P&Z	Z16-06 Recommended Denial
10/10/2017	CC	Z16-06 Denied the rezoning
04/03/2018	P&Z	Z18-04 Recommended Denial
04/23/2018	CC	Z18-04 Applicant withdrew prior to meeting

Operational Considerations:

This is a request to rezone the subject property from Agriculture Open to Light industrial for a logistics and distribution use. As noted in the above case history table, this item was last denied by the Planning & Zoning Commission on April 3, 2018, and the applicant withdrew the application before City Council action on the rezoning change request. The applicant is bringing back the zoning change request with a companion item (M21-19) requesting to amend Future Land Use Plan of the Comprehensive Plan from Suburban Mixed-Use Center to Logistics/Distribution for the Commission's consideration of the zoning request.

Pursuant to Section 14.1101 of the Lancaster Development Code (LDC), when reviewing zoning change application, there are five (5) considerations that must be made when deciding on a zoning change application. The following is an analysis of these considerations:

Consistency with the Comprehensive Plan: The City's 2016 Comprehensive Plan identifies this site as suitable for Suburban Mixed-Use Center. The Suburban Mixed-Use Center is intended to create regional destinations, including entertainment venues, regional oriented retail and lifestyle centers. Suburban Mixed-Use Center primary land uses include regional retail, urban residential, senior housing, hotels, professional office, restaurants, multi-tenant commercial, live/work/shop units with secondary land uses such as civic and institutional uses as well as parks. The requested zoning change is therefore not consistent with the 2016 Comprehensive Plan, without an amendment to the Comprehensive Plan.

Potential Impact on Adjacent Development: The subject property is currently undeveloped. All the surrounding properties to the north, south, east and west are also undeveloped. This prospective development does not meet the vision as set forth by the Community and City Council through Comprehensive Plan.

Availability of utilities and access: The subject property is served by City of Lancaster sewer and water; the applicant will be responsible for connecting to those utilities. Access to the property is via West Wintergreen Road.

Site conditions such as vegetation, topography, and flood plain: The site is currently undeveloped. Upon construction of this site, factors such as vegetation, topography and flood plain issues will be addressed as part of the site plan approval process and more specifically during the civil review before construction.

Timing of Development as it relates to Lancaster's Capital Improvement Plan: The City of Lancaster Capital Improvement Plan does have improvement plans for Wintergreen Road which is envisioned to be a Major Arterial Type B (4 Lanes).

Based upon an analysis of the five (5) considerations that must be taken into consideration when reviewing a change in zoning application, the proposed application will adversely affect the potential development of adjacent properties as envisioned by the 2016 Comprehensive Plan. The proposed zoning is also not consistent with the 2016 Comprehensive Plan.

Legal Considerations:

This item is being considered at a regular meeting of the Planning and Zoning Commission noticed in accordance with the Texas Open Meetings Act.

Public Information Considerations:

On September 19, 2021, a notice for this public hearing appeared in the Focus Daily Newspaper. Staff also mailed seven (7) notifications of this public hearing to property owners within 200 feet of the subject site and zoning signs were placed on the property. There were no letters in opposition or support for this zoning change request received by staff.

Options/Alternatives:

1. The Planning and Zoning Commission may recommend approval of the proposed LI request, as presented.
2. The Planning and Zoning Commission may recommend approval of the proposed LI request with changes and state those changes.
3. The Planning and Zoning Commission may recommend denial of the proposed LI request, as presented.

Recommendation:

Staff recommends denial of the zoning change request, as presented.

Attachments

Location Map

Zoning Exhibit

Comprehensive Plan Excerpt

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting

4.

Meeting Date: 10/25/2021

Policy Statement: This request supports the City Council 2021-2022 Policy Agenda

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

Submitted by: Vicki D. Coleman, Director of Development Services

Agenda Caption:

M21-36 Conduct a public hearing and consider an amendment to the Future Land Use Plan of the Comprehensive Plan from Suburban Mixed-Use Center to Logistics/Distribution on an approximately 19.676 acres property located on the south side of West Wintergreen Road and Eastside of Longhorn Drive. The property is specifically addressed as 2620 West Wintergreen Road within the Maraday Parks Survey, Abstract 1120 City of Lancaster, Dallas County, Texas.

Background:

1. **Location and size:** The property is located on the Southside of West Wintergreen Road and Eastside of Longhorn Drive and is approximately 19.676 acres in size.
2. **Current Zoning:** The subject property is currently zoned Agricultural Open (A-O).
3. **Adjacent Properties:**
North: Light Industrial (LI) - (Vacant Properties)
South: Agricultural Open (A-O) - (Vacant Properties)
East: Agricultural Open (A-O) and Retail (R) - (Vacant Properties)
West: Light Industrial (LI) - (Vacant Properties)
4. **Comprehensive Plan Compatibility:** The Future Land Use Plan of the Comprehensive Plan identifies this site as Suburban Mixed-Use Center. The proposed amendment to the Future Land Use Plan is not consistent with the 2016 Comprehensive Plan vision for the area.

5. **Case History:**

Date	Body	Action
07/12/2016	P&Z	Z16-06 Postponed
08/23/2016	P&Z	Z16-06 Recommended Denial
10/10/2017	CC	Z16-06 Denied the rezoning
04/03/2018	P&Z	M18-04 Recommended Denial
12/10/2018	CC	M18-04 Applicant Withdrew The Application
10/05/2021	P&Z	M21-36 Recommended Denial

Operational Considerations:

This is a request to amend the Future Land Use Plan of the Comprehensive Plan from Suburban Mixed-Use Center to Logistics/Distribution at 2620 West Wintergreen Road. The Suburban Mixed-Use Center is intended to create regional destinations, including entertainment venues, regional oriented retail and lifestyle centers. Suburban Mixed-Use Center primary land uses include regional retail, urban residential, senior housing, hotels, professional office, restaurants, multi-tenant commercial, live/work/shop units with secondary land uses such as civic and institutional uses as well as parks. Therefore, the proposed amendment to the Future Land Use Plan is not consistent with the 2016 Comprehensive Plan.

The future land uses of the City of Lancaster were identified by the lengthy process lead by the City Council appointed Comprehensive Plan Advisory Committee and City of Lancaster residents in a series of community involvement and engagement meetings. The future land uses were refined through numerous meetings with City Council, Planning and Zoning Commission and the Advisory Committee. During one of the charrettes, City of Lancaster residents echoed the need to limit industrial uses north of West Wintergreen Road with no industrial uses south of West Wintergreen Road. The City Council made a commitment to the constituents of Lancaster not to allow industrial uses south of West Wintergreen Road, and approved the plan to confirm that commitment.

In addition, amending a newly adopted Future Land Use Plan of the Comprehensive Plan will negatively impact the surrounding properties by limiting their ability to be developed with suburban mixed-use center uses in accordance with the future vision. The amendment of the Comprehensive Plan would also challenge the validity and credibility of a critical City adopted guide given the cost and time the whole City put into coming up with the 2016 Comprehensive Plan. Therefore, staff recommends denial of the requested amendment to the Future Land Use Plan of the Comprehensive Plan.

Legal Considerations:

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

Public Information Considerations:

On September 19, 2021, a notice for this public hearing appeared in the Focus Daily Newspaper. There were no letters in opposition or support for this zoning change request received by staff.

Options/Alternatives:

1. City Council may approve the Comprehensive Plan Amendment, as presented.
2. City Council may approve the Comprehensive Plan Amendment with changes and state those changes.
3. City Council may deny the Comprehensive Plan Amendment.

The Lancaster Development Code (LDC), Section 14.208 City Council, (d) Council Approval or Denial (1) states that " Approval of an Item. The Council may approve the request or amendment either as requested, or in the form of a more restrictive district, and subject to such appropriate conditions as are allowed by law. However, when a proposed zoning request is heard by the City Council that has been denied by the Planning and Zoning Commission, a three-fourths (3/4) majority vote by the City Council shall be required for approval". Since the Planning and Zoning Commission recommended denial of this item, a super majority (6 of 7 members) is required for approval of this Comprehensive Plan Amendment request.

Recommendation:

On October 5, 2021, the Planning and Zoning Commission recommended denial of the request to amend the Future Land Use Plan of the 2016 Comprehensive Plan and staff concurs with the Planning and Zoning Commission's recommendation.

Attachments

Location Map

Applicant's Comprehensive Plan Amendment Exhibit

Comprehensive Plan Excerpt

Future Land Use Plan

P&Z Staff Report

2620 W Wintergreen Rd Zoned: AO

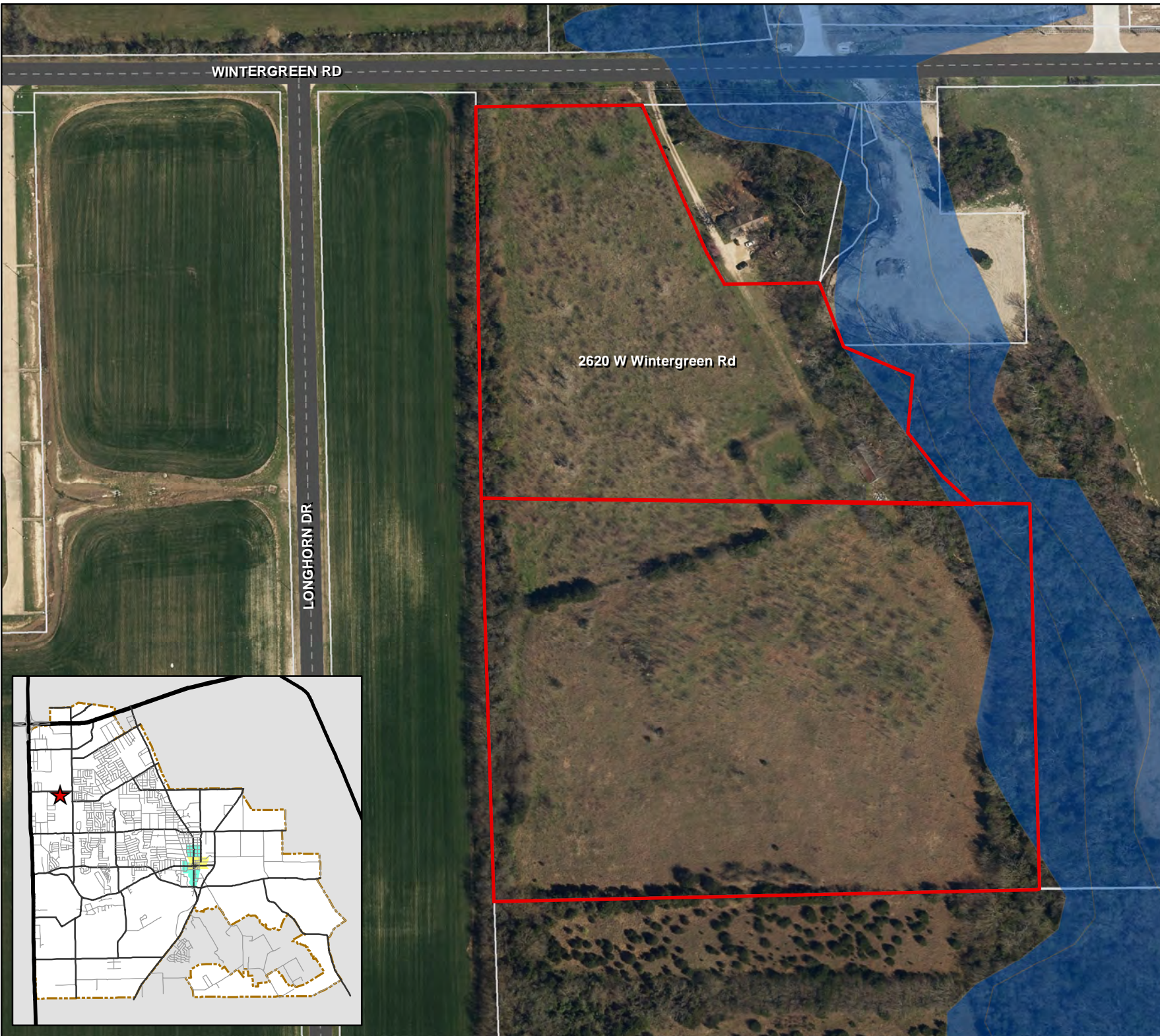


Legend

- Subject Property
- Downtown Districts
- Historic District
- Floodplain
- City Limits
- Parcels



0 50 100 200 Feet



Suburban Mixed-Use Center

Character & Intent

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

Land Use Considerations

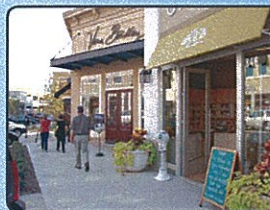
Primary Land Uses

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

Secondary Land Uses

Civic and institutional uses, parks

Precedent Photos



Commercial Corridor

Character & Intent

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

Land Use Considerations

Primary Land Uses

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

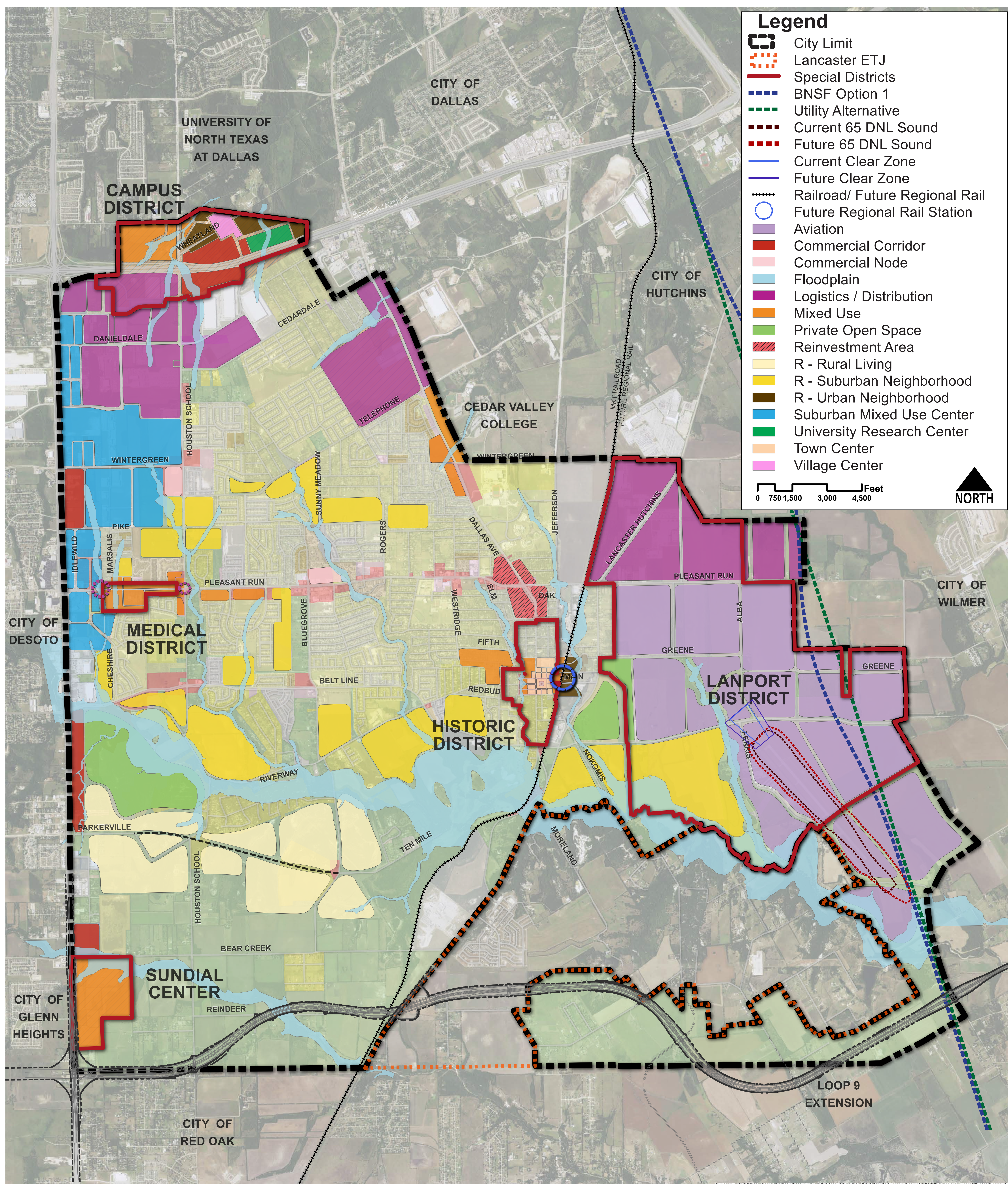
Secondary Land Uses

Civic and institutional uses, parks

Precedent Photos



Preferred Scenario



CITY OF LANCASTER BOARDS AND COMMISSIONS

Planning & Zoning Commission

Item 5.

Meeting Date: 10/05/2021

Policy Statement: This request supports the City Council 2021-2022 Policy Agenda

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

Submitted by: Bester Munyaradzi, Senior Planner

Agenda Caption:

M21-36 Conduct a public hearing and consider an amendment to the Future Land Use Plan of the Comprehensive Plan from Suburban Mixed-Use Center to Logistics/Distribution on an approximately 19.676 acres property located on the south side of West Wintergreen Road and Eastside of Longhorn Drive. The property is specifically addressed as 2620 West Wintergreen Road within the Maraday Parks Survey, Abstract 1120 City of Lancaster, Dallas County, Texas.

Background:

1. **Location and size:** The property is located on the Southside of West Wintergreen Road and Eastside of Longhorn Drive and is approximately 19.676 acres in size.
2. **Current Zoning:** The subject property is currently zoned Agricultural Open (A-O).
3. **Adjacent Properties:**
North: Light Industrial (LI) - (Vacant Properties)
South: Agricultural Open (A-O) - (Vacant Properties)
East: Agricultural Open (A-O) and Retail (R) - (Vacant Properties)
West: Light Industrial (LI) - (Vacant Properties)
4. **Comprehensive Plan Compatibility:** The Future Land Use Plan of the Comprehensive Plan identifies this site as Suburban Mixed-Use Center. The proposed amendment to the Future Land Use Plan is not consistent with the 2016 Comprehensive Plan vision for the area.
5. **Case History:**

Date	Body	Action
07/12/2016	P&Z	Z16-06 Postponed
08/23/2016	P&Z	Z16-06 Recommended Denial
10/10/2017	CC	Z16-06 Denied the rezoning
04/03/2018	P&Z	M18-04 Recommended Denial
12/10/2018	CC	M18-04 Applicant Withdrew The Application

Operational Considerations:

This is a request to amend the Future Land Use Plan of the Comprehensive Plan from Suburban Mixed-Use Center to Logistics/Distribution at 2620 West Wintergreen Road. The Suburban Mixed-Use Center is intended to create regional destinations, including entertainment venues, regional oriented retail and lifestyle centers. Suburban Mixed-Use Center primary land uses include regional retail, urban residential, senior housing, hotels, professional office, restaurants, multi-tenant commercial, live/work/shop units with secondary land uses such as civic and institutional uses as well as parks. Therefore, the proposed amendment to the Future Land Use Plan is not consistent with the 2016 Comprehensive Plan.

The future land uses of the City of Lancaster were identified by the lengthy process lead by the City Council appointed Comprehensive Plan Advisory Committee and City of Lancaster residents in a series of community involvement and engagement meetings. The future land uses were refined through numerous meetings with City Council, Planning and Zoning Commission and the Advisory Committee. During one of the charrettes, City of Lancaster residents echoed the need to limit industrial uses north of West Wintergreen Road with no industrial uses south of West Wintergreen Road. The City Council made a commitment to the constituents of Lancaster not to allow industrial uses south of West Wintergreen Road, and approved the plan to confirm that commitment.

In addition, amending a newly adopted Future Land Use Plan of the Comprehensive Plan will negatively impact the surrounding properties by limiting their ability to be developed with suburban mixed-use center uses in accordance with the future vision. The amendment of the Comprehensive Plan would also challenge the validity and credibility of a critical City adopted guide given the cost and time the whole City put into coming up with the 2016 Comprehensive Plan. Therefore, staff recommends denial of the requested amendment to the Future Land Use Plan of the Comprehensive Plan.

Legal Considerations:

This item is being considered at a regular meeting of the Planning and Zoning Commission noticed in accordance with the Texas Open Meetings Act.

Public Information Considerations:

On September 19, 2021, a notice for this public hearing appeared in the Focus Daily Newspaper. There were no letters in opposition or support for this zoning change request received by staff.

Options/Alternatives:

1. The Planning and Zoning Commission may recommend approval of the Comprehensive Plan Amendment request, as presented.
2. The Planning and Zoning Commission may recommend approval of the Comprehensive Plan Amendment with changes and state those changes.
3. The Planning and Zoning Commission may recommend denial of the Comprehensive Plan Amendment, as presented.

Recommendation:

Staff recommends denial of the Comprehensive Plan amendment as presented.

Attachments

Location Map

Comprehensive Plan Amendment Exhibit

Comprehensive Plan Excerpt

Future Land Use Map

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting

5.

Meeting Date: 10/25/2021

Policy Statement: This request supports the City Council 2021-2022 Policy Agenda

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

Submitted by: Vicki D. Coleman, Director of Development Services

Agenda Caption:

Z21-13 Conduct a public hearing and consider a rezoning request from Retail (R) to Commercial Service (CS). The property is located on the south side of Pleasant Run Road and 251 feet west of Westridge Avenue. The property is specifically addressed as 720 West Pleasant Run Road, City of Lancaster, Dallas County, Texas.

Background:

1. **Location and size:** The property is located on the south side of Pleasant Run Road and 251 feet west of Westridge Avenue and is 0.59 acre in size.
2. **Current Zoning:** The subject property is currently zoned Retail (R).
3. **Adjacent Properties:**
North: Retail (R) - (Fruit and Vegetable Market Shop)
South: Neighborhood Services (NS) - (Rehabilitation Center)
East: Commercial Services (CS) - (Auto Service Shop)
West: Neighborhood Services (NS) - (Miracle Temple Church)
4. **Comprehensive Plan Compatibility:**
The Future Land Use Map of the Comprehensive Plan identifies this site as Commercial Node. The requested zoning change to Commercial Service is not consistent with the Future Land Use Map of the 2016 Comprehensive Plan.

5. **Case History:**

Date	Body	Action
07/06/21	P&Z	Z21-13 Tabled to the August 3, 2021 P&Z meeting
08/03/21	P&Z	Z21-13 Tabled to the September 7, 2021 P&Z meeting
09/07/21	P&Z	Z21-13 Tabled to the October 5, 2021 P&Z meeting
10/05/21	P&Z	Recommended Denial

On June 30, 2021, the applicant submitted an initial request to postpone their application to the August 3, 2021, Planning and Zoning Commission meeting in order to allow for additional time to address staff comments.

The applicant submitted a second letter on July 20, 2021, requesting that this item be postponed to the September 7, 2021, Planning and Zoning Commission meeting to allow for additional time to address staff comments.

On September 2, 2021, the applicant submitted a third letter requesting that this item be postponed to the October 5, 2021, Planning and Zoning Commission meeting to allow for additional time to update their application and plans.

Operational Considerations:

This is a request to rezone the subject property from Retail (R) to Commercial Service (CS) for a mechanic garage shop, tire and auto service use. The applicant currently owns the auto service shop to the east of the subject property and desires to extend the business to this vacant site.

The Lancaster Development Code (LDC) describes Commercial Services (CS) zoning district purpose as follows:

- A. The Commercial Service District is established to provide adequate space and site diversification for commercial establishments and may involve uses that would be objectionable in the other commercial districts or adjacent to residential districts. Included in this district are commercial uses that involve large volumes of truck traffic, outside operations and storage of materials and equipment, either for sale or as part of the business, excessive noise from heavy service operations, or any other possibly adverse influences.
- B. This district is commercial in nature, but has some aspects that are similar to industrial uses. The noise, traffic, litter, late night hours, outside storage of materials and equipment, and other influences that could be harmful to residential areas require adequate buffering from residential areas, and the traffic from such uses should not pass through residential areas at all, if possible. These areas should not be located in close proximity to residential areas of any type.
- C. Areas should not be zoned to this use unless they are located on or close to arterials capable of carrying commercial and truck traffic. They should be located close to major truck routes. Internal streets in such developments should be sized and strengthened to accommodate truck traffic. Fire protection should be adequate for large warehouse type operations, and the water, wastewater, and drainage systems should have enough existing capacity to support such development.

Pursuant to Section 14.1101 of the Lancaster Development Code (LDC), there are five (5) considerations that must be made when deciding on a zoning change application. The following is an analysis of these considerations:

Consistency with the Comprehensive Plan: The City's 2016 Comprehensive Plan identifies this site as suitable for Commercial Node. Commercial Node is intended for community and regional commercial centers at major intersections or corridors. The description above on CS zoning district highlights that CS permitted uses that would be objectionable in the other commercial districts; uses that causes large volumes of truck traffic with outside operations and storage of materials and equipment, either for sale or as part of the business is what this business would extend. In addition, CS allow uses that have excessive noise from heavy service operations and aspects that are similar to industrial uses. The

requested zoning change to CS would not be consistent with community and regional commercial centers as envisioned by the Future Land Use Map of the 2016 Comprehensive Plan. West Pleasant Run Road is a major thoroughfare that runs through the community, adjacent to the newly renovated middle school and residential community. This use is not consistent with a major thoroughfare or community vision.

Potential Impact on Adjacent Development: The subject property is currently undeveloped. All the surrounding properties to the north, south, east and west are developed with retail services to the north, a church to the west and mechanic shop and gas station to the east. A rehabilitation center is located directly south of the subject property. The rezoning of this site to CS would open the site to multiple adverse uses described above that will negatively impact the surrounding uses and businesses. Uses that involve large volumes of truck traffic, outside operations and storage of materials and equipment, either for sale or as part of the business, excessive noise from heavy service operations, or any other possibly adverse influences. Operations that have some aspects that are similar to industrial uses that would cause noise, traffic, litter, late night hours, outside storage of materials and equipment, and other many influences that could be harmful. The LDC notates that such uses and zoning districts should be located on or close to arterials capable of carrying commercial and truck traffic; they should be located close to major truck routes. Therefore, rezoning this site will adversely impact the redevelopment of this intersection in addition to conflicting with the Future Land Use Map of the 2016 Comprehensive Plan.

Availability of utilities and access: The subject property is served by City of Lancaster sewer and water; the applicant will be responsible for connecting to those utilities. Access to the property is via West Pleasant Run Road.

Site conditions such as vegetation, topography, and flood plain: The site is currently undeveloped. Upon construction of this site, factors such as vegetation, topography and flood plain issues will be addressed as part of the site plan approval process and more specifically during the civil review before construction.

Timing of Development as it relates to Lancaster's Capital Improvement Plan: The City of Lancaster Capital Improvement Plan does not have improvement plans for West Pleasant Run Road as this road was recently improved.

Based upon an analysis of the five (5) considerations that must be taken into consideration when reviewing a change in zoning application, staff recommends denial of proposed rezoning due to the adverse effects that the zoning change will cause on the potential development and re-development of adjacent properties as articulated above under Consistency with the Comprehensive Plan as well as Potential Impact on Adjacent Development. Additionally, the zoning exhibit is not reflective of the comments regarding standards provided by staff to the applicant.

Public Information Considerations:

On September 19, 2021, a notice for this public hearing appeared in the Focus Daily Newspaper. Staff also mailed notifications of this public hearing to property owners within 200 feet of the subject site and zoning signs were placed on the property. There were no letters in opposition or support for this zoning change request.

Options/Alternatives:

1. City Council may approve the zoning change request, as presented.
2. City Council may approve the zoning change with changes and state those changes.
3. City Council may deny of the zoning change.

The Lancaster Development Code (LDC) Section 14.208 City Council, (d) Council Approval or Denial (1) states that " Approval of an Item. The Council may approve the request or amendment either as requested, or in the form of a more restrictive district, and subject to such appropriate conditions as are allowed by law. However, when a proposed zoning request is heard by the City Council that has been

denied by the Planning and Zoning Commission, a three-fourths (3/4) majority vote by the City Council shall be required for approval". Since the Planning and Zoning Commission recommended denial of this item, a super majority (6 of 7 members) is required for approval of this zoning change request

Recommendation:

On October 5, 2021, the Planning and Zoning Commission recommended denial of the request to rezone the property from Retail to Commercial Service and staff concurs with the Planning and Zoning Commission's recommendation.

Attachments

Location Map

Zoning Exhibit

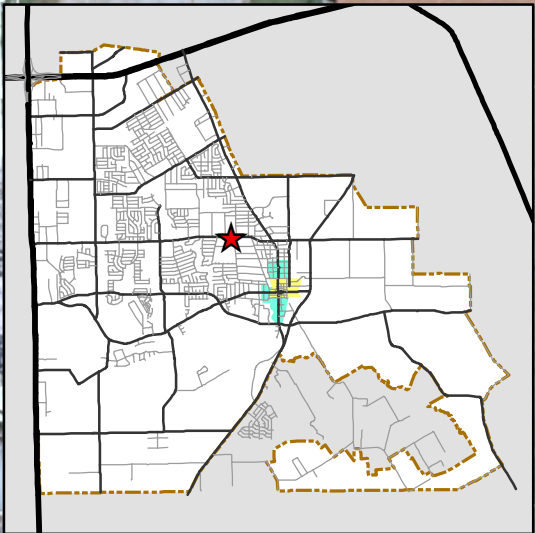
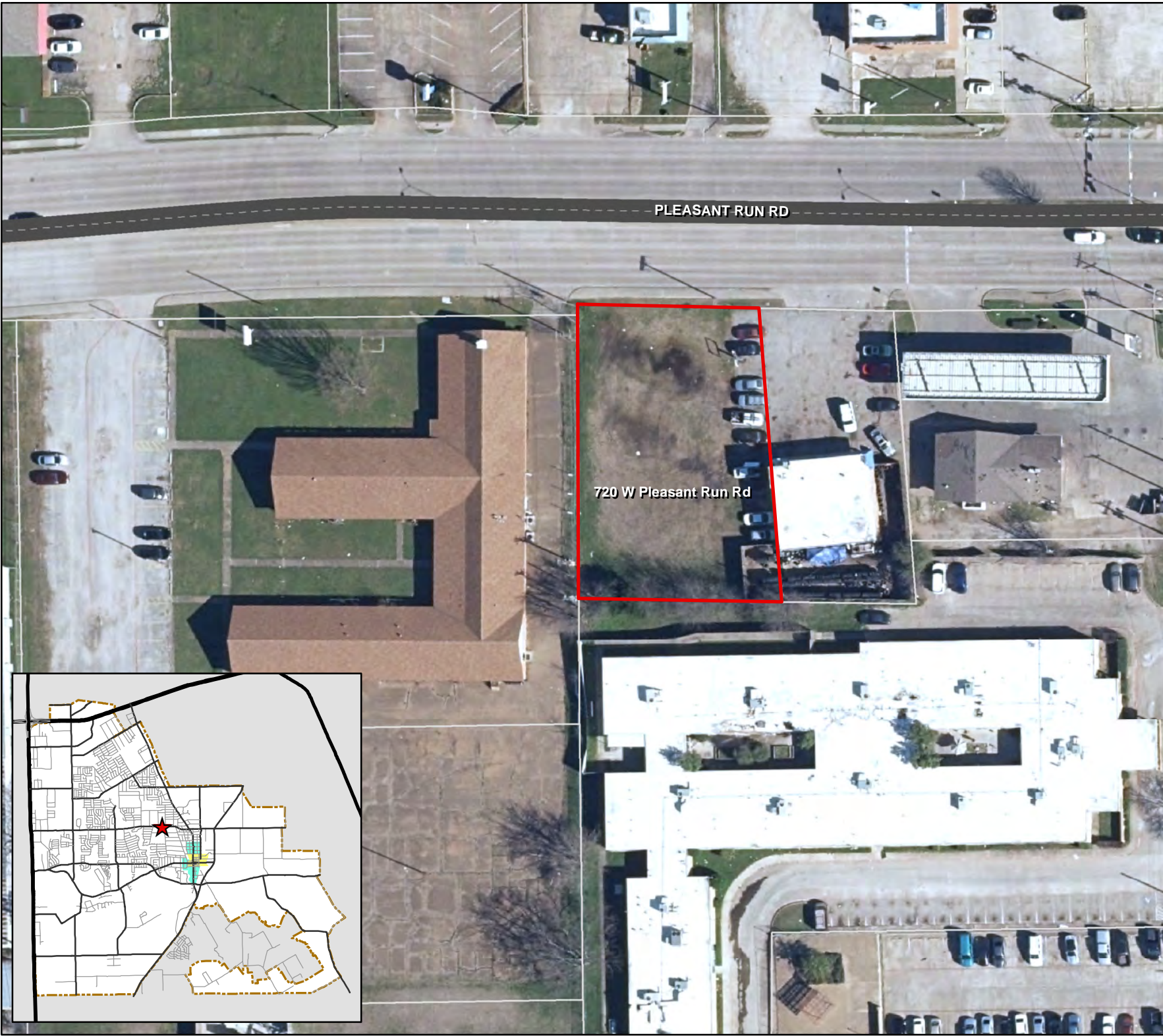
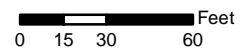
P&Z Staff Report

720 W Pleasant Run Rd Zoned: Retail



Legend

- Subject Property
- Downtown Districts
- Historic District
- Floodplain
- City Limits
- Parcels

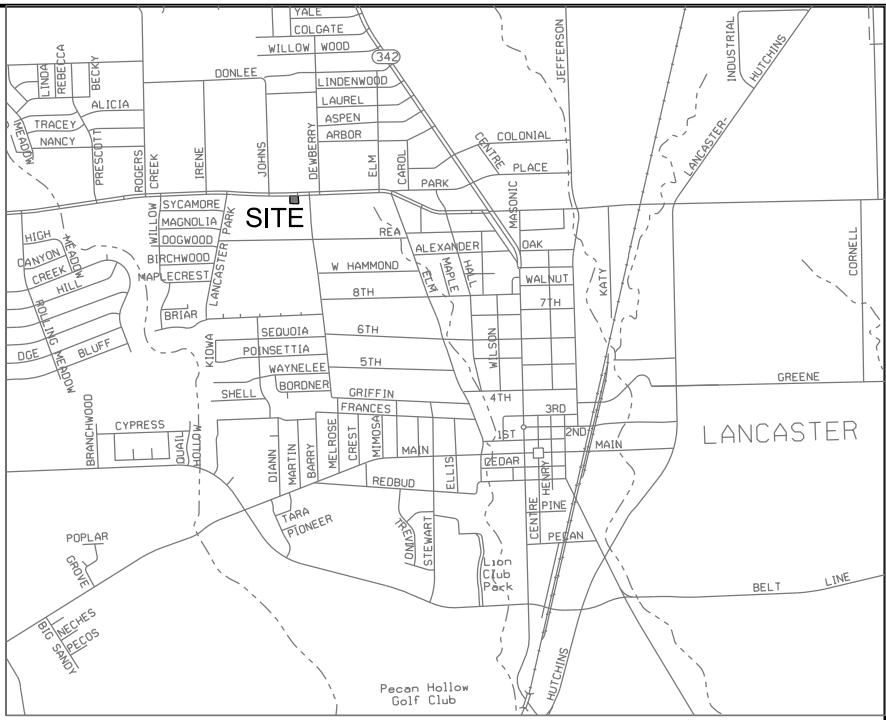


SURVEYOR'S NOTES:

1. The Basis of Bearing is the Texas Coordinate System of 1983, North Central Zone (4202).
2. This survey was prepared without he benefit of a title report.

0 10' 20' 40'

1" = 20'



VICINITY MAP
(NOT TO SCALE)

W PLEASANT RUN RD
100' ROW



ZONING METES AND BOUNDS DESCRIPTION:

BEING a 0.6082 acre tract of land situated in the D.L. Hall Survey, Abstract Number 620, City of Lancaster, Dallas County, Texas, and being all of that tract of land described in deed to Huda El-Bawwab, as recorded in Instrument Number 201000308356 of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.), and being all of that tract of land described in deed to Huda Elbawwab, as recorded in Instrument Number 200900334073, O.P.R.D.C.T., and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch Iron rod found for the northeast corner of the herein described tract of land and for the northeast corner of said Elbawwab tract, said corner being on the south right-of-way line of West Pleasant Run Road (a 100-foot wide right-of-way);

THENCE South 04 degrees 10 minutes 02 seconds East, departing said south right-of-way line and along the east line of the herein described tract, a distance of 154.91 feet to a point for the southeast corner of the herein described tract;

THENCE North 88 degrees 47 minutes 58 seconds West, along the south line of the herein described tract, a distance of 70.52 feet to a point for corner;

THENCE North 88 degrees 29 minutes 12 seconds West, continuing along said south line, a distance of 107.27 feet to a point for the southwest corner of the herein described tract;

THENCE North 00 degrees 26 minutes 18 seconds East, along the west line of the herein described tract, a distance of 154.44 feet to a point for the northwest corner of the herein described tract, said corner being on said south right-of-way line;

THENCE South 88 degrees 31 minutes 52 seconds East, along the common north line of the herein described tract and said south right-of-way line, a distance of 165.35 feet to the POINT OF BEGINNING AND CONTAINING 26,493 square feet or 0.6082 acres of land, more or less.

LEGEND

O.P.R.D.C.T.	OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS
D.R.D.C.T.	DEED RECORDS OF DALLAS COUNTY, TEXAS
FIR	FOUND IRON ROD
INST.	INSTRUMENT
NO.	NUMBER
VOL.	VOLUME
PG.	PAGE
SQ.FT.	SQUARE FEET

Z21-13

ZONING EXHIBIT
716 W. PLEASANT RUN ROAD
0.6082 ACRE
(26,493 SQ.FT.)
D.L. HALL SURVEY,
ABSTRACT NUMBER 620
CITY OF LANCASTER,
DALLAS COUNTY, TEXAS

DATED: 09/18/2021 DRAWN BY: JCH

GEONAV

SURVEYING • MAPPING • SCANNING

3410 MDCOURT RD., STE 110: CARROLLTON, TEXAS 75006
SCALE: 1"=20' (972)243-2409 PROJECT #716PR
TBPLS FIRM NO. 10194205

CITY OF LANCASTER BOARDS AND COMMISSIONS

Planning & Zoning Commission

Item 6.

Meeting Date: 10/05/2021

Policy Statement: This request supports the City Council 2021-2022 Policy Agenda

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

Submitted by: Bester Munyaradzi, Senior Planner

Agenda Caption:

Z21-13 Conduct a public hearing and consider a rezoning request from Retail (R) to Commercial Service (CS). The property is located on the south side of Pleasant Run Road and 251 feet west of Westridge Avenue. The property is specifically addressed as 720 West Pleasant Run Road, City of Lancaster, Dallas County, Texas.

Background:

1. **Location and size:** The property is located on the south side of Pleasant Run Road and 251 feet west of Westridge Avenue and is 0.59 acre in size.
2. **Current Zoning:** The subject property is currently zoned Retail (R).
3. **Adjacent Properties:**
North: Retail (R) - (Fruit and Vegetable Market Shop)
South: Neighborhood Services (NS) - (Rehabilitation Center)
East: Commercial Services (CS) - (Auto Service Shop)
West: Neighborhood Services (NS) - (Miracle Temple Church)
4. **Comprehensive Plan Compatibility:**
The Future Land Use Map of the Comprehensive Plan identifies this site as Commercial Node. The requested zoning change to Commercial Service is not consistent with the Future Land Use Map of the 2016 Comprehensive Plan.
5. **Case History:**

Date	Body	Action
07/06/21	P&Z	Z21-13 Tabled to the August 3, 2021 P&Z meeting
08/03/21	P&Z	Z21-13 Tabled to the September 7, 2021 P&Z meeting
09/07/21	P&Z	Z21-13 Tabled to the October 5, 2021 P&Z meeting

On June 30, 2021, the applicant submitted an initial request to postpone their application to the August 3, 2021, Planning and Zoning Commission meeting in order to allow for additional time to address staff comments.

The applicant submitted a second letter on July 20, 2021, requesting that this item be postponed to the September 7, 2021, Planning and Zoning Commission meeting to allow for additional time to address staff comments.

On September 2, 2021, the applicant submitted a third letter requesting that this item be postponed to the October 5, 2021, Planning and Zoning Commission meeting to allow for additional time to update their application and plans.

Operational Considerations:

This is a request to rezone the subject property from Retail (R) to Commercial Service (CS) for a mechanic garage shop, tire and auto service use. The applicant currently owns the auto service shop to the east of the subject property and desires to extend the business to this vacant site.

The Lancaster Development Code (LDC) describes Commercial Services (CS) zoning district purpose as follows:

A. The Commercial Service District is established to provide adequate space and site diversification for commercial establishments and may involve uses that would be objectionable in the other commercial districts or adjacent to residential districts. Included in this district are commercial uses that involve large volumes of truck traffic, outside operations and storage of materials and equipment, either for sale or as part of the business, excessive noise from heavy service operations, or any other possibly adverse influences.

B. This district is commercial in nature, but has some aspects that are similar to industrial uses. The noise, traffic, litter, late night hours, outside storage of materials and equipment, and other influences that could be harmful to residential areas require adequate buffering from residential areas, and the traffic from such uses should not pass through residential areas at all, if possible. These areas should not be located in close proximity to residential areas of any type.

C. Areas should not be zoned to this use unless they are located on or close to arterials capable of carrying commercial and truck traffic. They should be located close to major truck routes. Internal streets in such developments should be sized and strengthened to accommodate truck traffic. Fire protection should be adequate for large warehouse type operations, and the water, wastewater, and drainage systems should have enough existing capacity to support such development.

Pursuant to Section 14.1101 of the Lancaster Development Code (LDC), there are five (5) considerations that must be made when deciding on a zoning change application. The following is an analysis of these considerations:

Consistency with the Comprehensive Plan: The City's 2016 Comprehensive Plan identifies this site as suitable for Commercial Node. Commercial Node is intended for community and regional commercial centers at major intersections or corridors. The description above on CS zoning district highlights that CS permitted uses that would be objectionable in the other commercial districts; uses that causes large volumes of truck traffic with outside operations and storage of materials and equipment, either for sale or as part of the business is what this business would extend. In addition, CS allow uses that have excessive noise from heavy service operations and aspects that are similar to industrial uses. The requested zoning change to CS would not be consistent with community and regional commercial centers as envisioned by the Future Land Use Map of the 2016 Comprehensive Plan. West Pleasant Run Road is a major thoroughfare that runs through the community, adjacent to the newly renovated middle school and residential community. This use is not consistent with a major thoroughfare or community vision.

Potential Impact on Adjacent Development: The subject property is currently undeveloped. All the surrounding properties to the north, south, east and west are developed with retail services to

the north, a church to the west and mechanic shop and gas station to the east. A rehabilitation center is located directly south of the subject property. The rezoning of this site to CS would open the site to multiple adverse uses described above that will negatively impact the surrounding uses and businesses. Uses that involve large volumes of truck traffic, outside operations and storage of materials and equipment, either for sale or as part of the business, excessive noise from heavy service operations, or any other possibly adverse influences. Operations that have some aspects that are similar to industrial uses that would cause noise, traffic, litter, late night hours, outside storage of materials and equipment, and other many influences that could be harmful. The LDC notates that such uses and zoning districts should be located on or close to arterials capable of carrying commercial and truck traffic; they should be located close to major truck routes. Therefore, rezoning this site will adversely impact the redevelopment of this intersection in addition to conflicting with the Future Land Use Map of the 2016 Comprehensive Plan.

Availability of utilities and access: The subject property is served by City of Lancaster sewer and water; the applicant will be responsible for connecting to those utilities. Access to the property is via West Pleasant Run Road.

Site conditions such as vegetation, topography, and flood plain: The site is currently undeveloped. Upon construction of this site, factors such as vegetation, topography and flood plain issues will be addressed as part of the site plan approval process and more specifically during the civil review before construction.

Timing of Development as it relates to Lancaster's Capital Improvement Plan: The City of Lancaster Capital Improvement Plan does not have improvement plans for West Pleasant Run Road as this road was recently improved.

Based upon an analysis of the five (5) considerations that must be taken into consideration when reviewing a change in zoning application, staff recommends denial of proposed rezoning due to the adverse effects that the zoning change will cause on the potential development and re-development of adjacent properties as articulated above under Consistency with the Comprehensive Plan as well as Potential Impact on Adjacent Development. Additionally, the zoning exhibit is not reflective of the comments regarding standards provided by staff to the applicant.

Public Information Considerations:

On September 19, 2021, a notice for this public hearing appeared in the Focus Daily Newspaper. Staff also mailed notifications of this public hearing to property owners within 200 feet of the subject site and zoning signs were placed on the property. There were no letters in opposition or support for this zoning change request.

Options/Alternatives:

1. The Planning and Zoning Commission may recommend approval of the proposed CS request, as presented.
2. The Planning and Zoning Commission may recommend approval of the proposed CS request with changes and state those changes.
3. The Planning and Zoning Commission may recommend denial of the proposed CS request.

Recommendation:

Staff recommends denial of the rezoning request to Commercial Service (CS).

Attachments

Location Map
Zoning Exhibit

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting

6.

Meeting Date: 10/25/2021

Policy Statement: This request supports the City Council 2021-2022 Policy Agenda

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

Submitted by: Vicki D. Coleman, Director of Development Services

Agenda Caption:

Z21-15 Conduct a public hearing and consider a Specific Use Permit (SUP) request for a gas station with six (6) fuel dispensers; fast food restaurant, retail stores, and convenience store to be located within 150 feet of a residential district on a property located on the southwest corner of West Wintergreen Road and North Houston School Road. The property is more particularly described as a tract of land situated in the Marady Parks Survey, Abstract No. 1120, City of Lancaster, Dallas County, Texas.

Background:

1. **Location and Size:** The property is located on the southwest corner of West Wintergreen Road and North Houston School Road and is 8.28 acres in size.
2. **Current Zoning:** The subject property is currently zoned Retail (R).
3. **Adjacent Properties:**
North: Light Industrial (LI) - (Houston School Road Industrial Park)
South: Retail (R) - (Vacant)
East: Zero Lot Line Single Family Residential (ZL-7) - (Single Family Residential Homes)
West: Retail (R) - (Vacant)
4. **Comprehensive Plan Compatibility:** The Future Land Use Plan of the Comprehensive Plan identifies this site as being suitable for regional commercial uses. This request is not consistent with the Future Land Use Plan of the 2016 Comprehensive Plan.
5. **Case History:**

Date	Body	Action
02/04/20	P&Z	Z20-01 Postponed to the April 7, 2020 P&Z meeting
04/07/20	P&Z	Z20-01 Recommended for denial
07/26/21	CC	Z21-15 Referred to P&Z for recommendation
10/05/21	P&Z	Z21-15 Recommended for denial

The previous applicant requested that item number Z20-01 be postponed to the March 3, 2020, Planning and Zoning Meeting, however, at the February 4, 2020, Planning and Zoning meeting, the City attorney recommended to the applicants that this case be postponed to the April 7, 2020, Planning and Zoning meeting in order to allow the applicant more time to address the outstanding issues. The applicant

agreed for the case to be postponed to the April 7, 2020, Planning and Zoning regular meeting. On April 2, 2020, the applicant again requested for the item to be postponed to the next Planning and Zoning Commission meeting that would be held in person. At that time, the applicant sought an in-person meeting only and did not want to participate in virtual meetings.

On April 7, 2020, Planning and Zoning meeting, staff recommended denial of the applicant's request to postpone the item to a future meeting and denial of the case and the Planning and Zoning Commission concurred with staff's recommendation.

On July 26, 2021, this item was considered by the City Council and after some deliberations, the City Council referred the case to the Planning and Zoning Commission for the Commission's recommendation.

Although the Z21-15 application has been initiated by a new representative, property ownership remains the same. In accordance with the Lancaster Development Code, Sec 14.204, Authority to Initiate a Request, "all...zoning and site plan requests...may be initiated by the owner of the affected property or his/or her authorized representative who files the required application". The initial request (Z20-01) was a request for a Specific Use Permit (SUP) for a gas station with eight (8) fuel dispensers and a self-service carwash; an exception for four (4) semi-truck fueling canopies; a fast food restaurant and a convenience store. The current application (Z21-15) is a Specific Use Permit (SUP) for a gas station with six (6) fuel dispensers; a fast-food restaurant, retail stores and a convenience store.

Operational Considerations:

This is a request to consider a Specific Use Permit (SUP) for a gas station with six (6) fuel dispensers; a fast-food restaurant, retail stores, and a convenience store to be located within 150 feet of a residential district at the southwest corner of West Wintergreen Road and North Houston School Road.

Lancaster Development Code (LDC) Regulations states that:

- A retail store with more than two (2) fuel dispensers requires a SUP in the Retail zoning district.
- Combination of a gas station, a fast-food restaurant, and a convenience store uses are not permitted within one hundred fifty feet (150') of a residential district.

Pursuant to Section 14.1101 of the Lancaster Development Code (LDC), when reviewing a zoning change application, there are five (5) considerations that must be made. The following is an analysis of these considerations:

Consistency with the Comprehensive Plan:

The City's 2016 Comprehensive Plan identifies this site as suitable for regional commercial development. The Future Land Use Map identifies this property as a Commercial Node. Commercial Nodes occur at major intersections and based on the place types, commercial nodes would allow community or regional commercial centers. Commercial centers are commercial developments that include predominantly retail businesses with access driveways or parking spaces shared by one or more of the businesses. The proposed combination is not consistent with the Future Land Use Plan of the 2016 Comprehensive Plan's designation for regional commercial development.

The Lancaster Development Code (LDC), Section 14.501 General, Subsection H. Combination Gas Station, Fast Food Restaurant, Convenience Store, (1) states that Combination of a gas station, fast-food restaurant, convenience store shall not be permitted within one hundred fifty feet (150') of a residential district. The proposed combination of uses are within 150 feet of a residential district to the east. This combination is also incompatible with the comprehensive plan for regional commercial development as illustrated by the attached Gas Station with Fast Food combination pictures.

Potential Impact on Adjacent Development:

The subject property is currently undeveloped. Properties to the west and south are also not developed.

The properties to the east are occupied by single-family homes and the property to the north is a distribution center. A Specific Use Permit (SUP) for a gas station with six (6) fuel dispensers; a fast-food restaurant, retail stores and a convenience store at this prime corner will hinder the undeveloped properties on the south and west from developing as envisioned by the Future Land Use Plan of the 2016 Comprehensive Plan.

Availability of utilities and access:

The subject property is served by City of Lancaster sewer and water. The applicant would be responsible for connecting to those utilities.

Site conditions such as vegetation, topography, and flood plain:

The site is currently undeveloped. Upon construction of this site, factors such as vegetation, topography, and flood plain issues are required to be addressed during the civil review before construction.

Timing of Development as it relates to Lancaster's Capital Improvement Plan:

The City of Lancaster Capital Improvement Plan (CIP) does not have improvement plans for North Houston School Road. The Master Thoroughfare Plan identifies both West Wintergreen Road and Houston School Road as Major Arterial Type B 100 feet rights-of-way. The existing rights-of-way on West Wintergreen Road vary and 44 to 56 feet of rights-of-way is required to be dedicated along Wintergreen Road. Houston School Road is 100 feet of rights-of-way and no rights-of-way dedication is required.

Based upon an analysis of the five (5) considerations that must be taken into consideration when reviewing a change in zoning application, staff recommends denial of the request for a gas station with six (6) fuel dispensers, fast food restaurant, retail stores, and convenience store to be located within 150 feet of a residential district.

Reasons for denial recommendation:

Section 14.504 Commercial Districts, Subsection (c) Retail (R) District (1) Purpose A, B & D, of the LDC, states that;

A. "The Retail District is established to provide limited retail and service uses for one or more neighborhoods. The uses specified in this district include most types of retail activity and are located on, or at the intersections of, major thoroughfares. This district does not include strip commercial, large shopping centers, wholesaling operations, lumberyards, contractor yards, and warehousing with high volumes of truck traffic and low volumes of retail type traffic."

B "This district will not be a major retail district, and will try to avoid intensive commercial uses and large volumes of retail traffic. The noise, traffic, litter, late-night hours, and other influences that could be harmful to residential areas require adequate buffering from residential areas, and the traffic from such uses should not pass through residential areas, except on arterial or major collectors. There are restrictions on access to prevent traffic congestion or an adverse effect on major thoroughfares."

C. "This zone is a light retail zone, and it is intended that limited commercial uses fall in this district. Since the zone will be located close to residential areas, the development standards are stringent and require as high a standard of development as the Retail and Neighborhood Services districts."

Public Information Considerations:

On September 19, 2021, a notice for this public hearing appeared in the Focus Daily Newspaper. Staff also mailed notifications of this public hearing to property owners within 200 feet of the subject site and zoning signs were placed on the property. There are two letters that were received in opposition of this zoning change request.

Options/Alternatives:

1. City Council may approve the SUP request, as presented.
2. City Council may approve the SUP with changes and state those changes.
3. City Council may deny of the SUP.

The Lancaster Development Code (LDC), Section 14.208 City Council, (d) Council Approval or Denial (1) states that " Approval of an Item. The Council may approve the request or amendment either as requested, or in the form of a more restrictive district, and subject to such appropriate conditions as are allowed by law. However, when a proposed zoning request is heard by the City Council that has been denied by the Planning and Zoning Commission, a three/fourths (3/4) majority vote by the City Council shall be required for approval". Since the Planning and Zoning Commission recommended denial of this item, a super majority (6 of 7 members) is required for approval of this SUP request.

Recommendation:

On October 5, 2021, the Planning and Zoning Commission recommended denial of the SUP for six (6) fuel dispensers; fast food restaurant, retail stores and convenience store to be located within 150 feet of a residential district. Staff concurs with the Planning and Zoning Commission's recommendation.

Attachments

Location Map

Site Plan, Landscape and Elevation Plans

Letters in Opposition

Gas Station with Fast Food Combination Examples

P&Z Staff Report

2600 W Wintergreen Rd Zoned: SF-2 & A-O

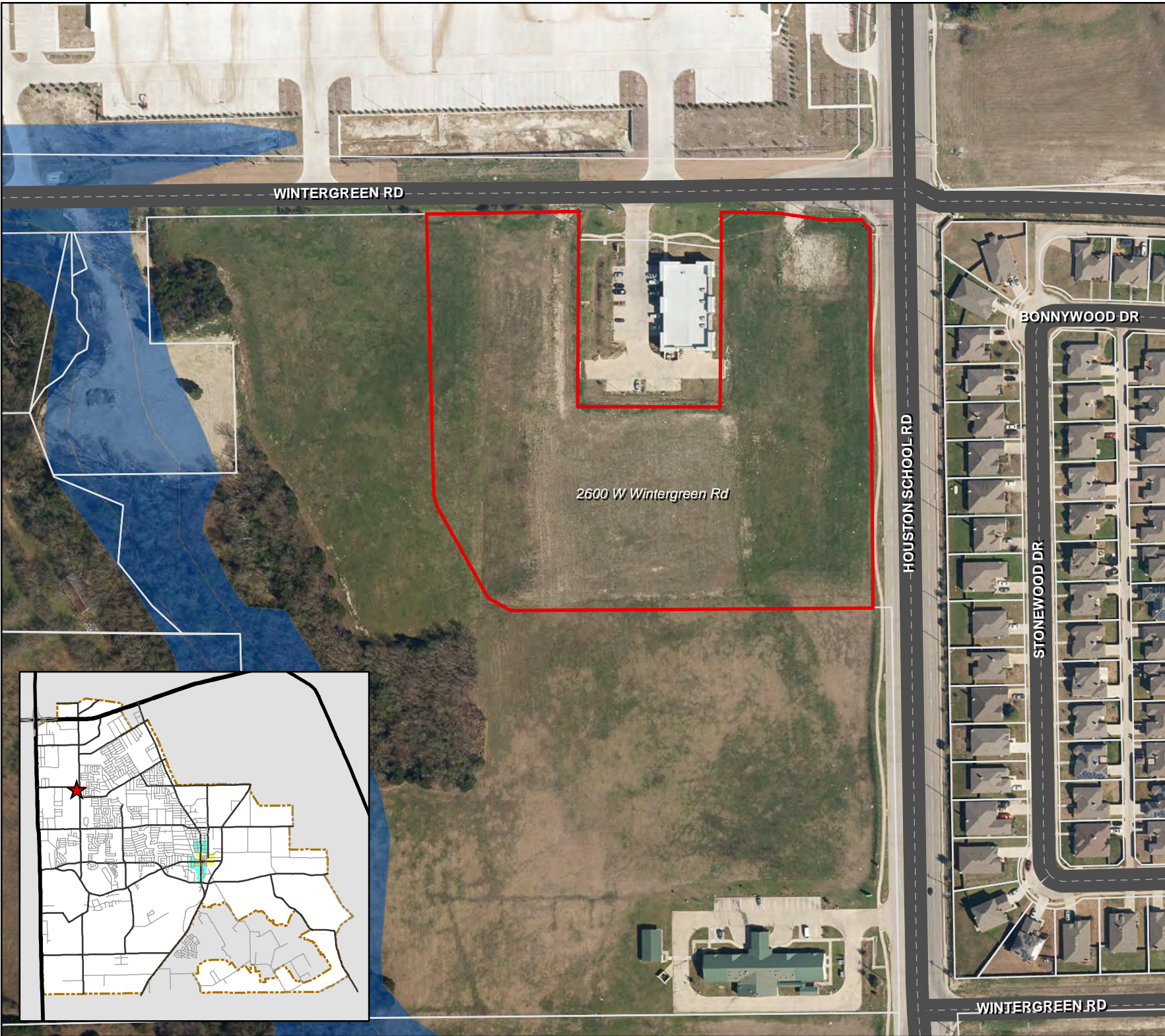


Legend

- Parcels
- Subject Property
- Downtown Districts
- Historic District
- Floodplain
- City Limits

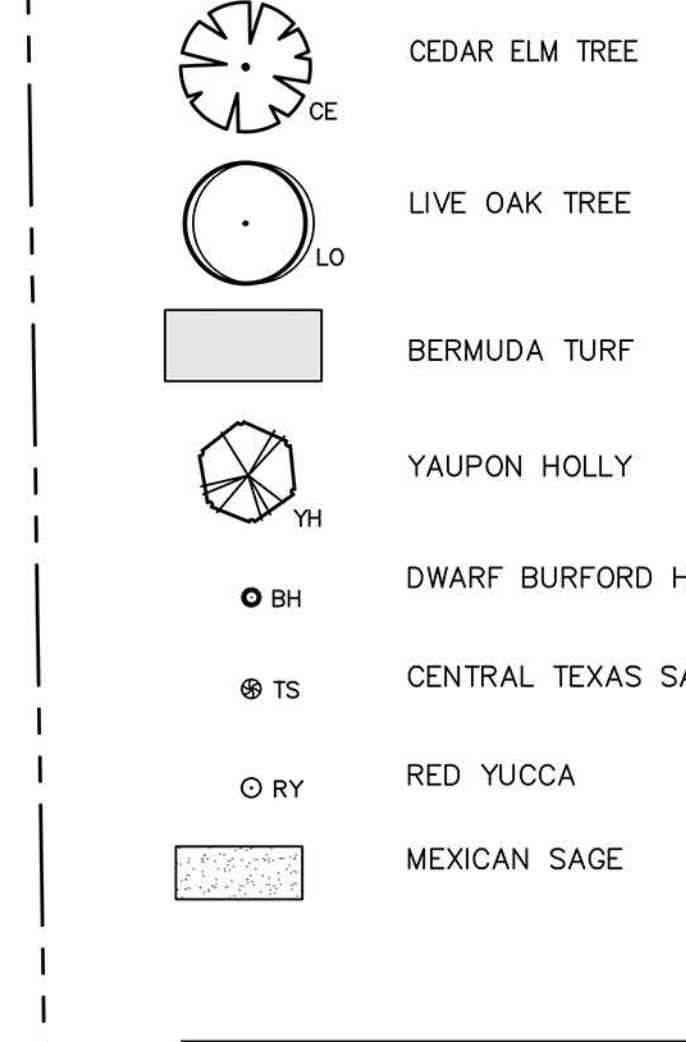
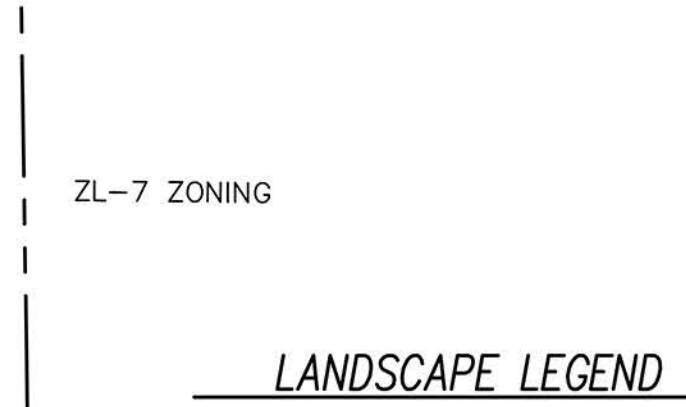
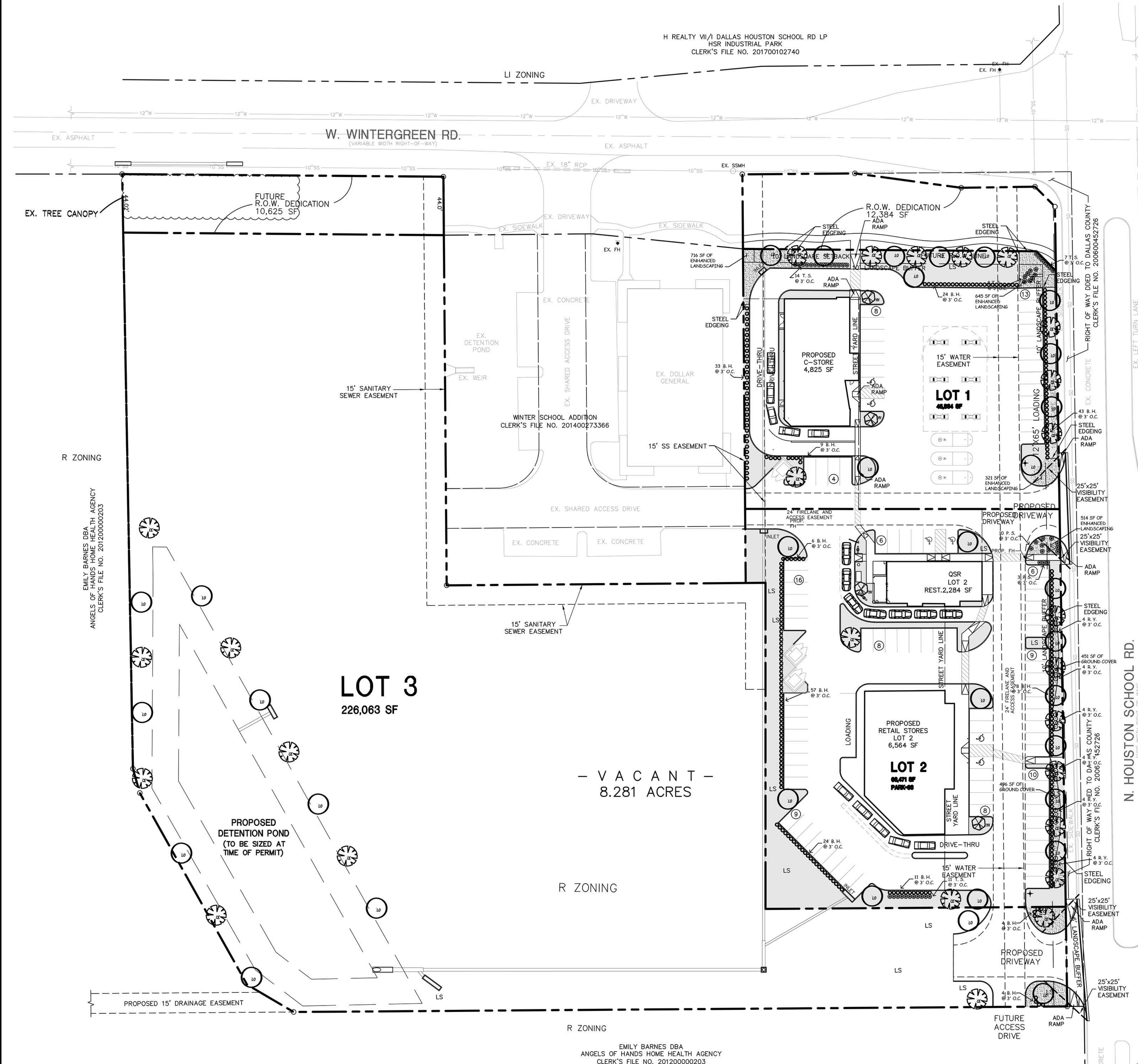


0 50 100 200 Feet



PLANT SCHEDULE					
COMMON NAME	BOTANICAL NAME	QUANTITY	SIZE	SPACING	REMARKS
RED YUCCA (RY)	HESPERALOE PARVIFOLIA	24	1 TO 3 FEET TALL	36"	CONTAINER
DWARF BURFORD HOLLY (BH)	ILEX CORNUTA ROTUNDA BURFORDII	285	3 TO 5 FEET TALL	36"	CONTAINER
CENTRAL TEXAS SAGE (TS)	LEUCOPHYLLUM SP.	53	6 TO 9 FEET TALL	36"	CONTAINER
YAUPOIN HOLLY	ILEX VOMITORIA	4	3" CAL.	AS SHOWN	BALLED/BURLAP
LIVE OAK	QUERCUS VIRGINIANA	33	3" CAL.	AS SHOWN	BALLED/BURLAP
CEDAR ELM	ULMUS CRASSIFOLIA	26	3" CAL.	AS SHOWN	BALLED/BURLAP
BERMUDA GRASS	CYNADON DACTYLON	23,125 SF	-	-	SOD OR HYDROMULCH
MEXICAN SAGE	MISCANTHUS SINENSIS	2,959SF	-	-	CONTAINER

S:\JD\Proj\2019\1238 Crown Architecture - Richard King\1238-2-19 N Houston School Rd at W Wintergreen Rd - Lancaster TX\Civil\CONSTRUCTION PLANS\1238-2-19 Civil Plans - 2021 REVISED.dwg plotted by cdelora at Sep 30, 2021 - 5:55pm



OWNER/DEVELOPER:
BORA PETROLEUM INC.
1797 INDIAN RIDGE
RED OAK, TEXAS 75154
TEL. (972) 835-1000

LANDSCAPE PLAN
LOTS 1, 2, 3 BLOCK A
WINTERGREEN ADDITION (PROPOSED)
8.281 ACRES OUT OF THE
MARADAY PARKS, SURVEY, ABSTRACT NO. 1120
CASE NO. Z21-15
CITY OF LANCASTER, DALLAS COUNTY TEXAS

JDJR

ENGINEERS & CONSULTANTS, INC.

TSPE REGISTRATION NUMBER F-8627

ENGINEERS

SURVEYORS

LAND PLANNERS

2500 Texas Drive Suite 100

Irving, Texas 75062

Tel 972-252-JDJR (6367) Fax 972-252-8868

STATE OF TEXAS

JAMES DEWEY, JR.

61498

09/30/2021

PROJECT: WINTERGREEN & HOUSTON SCHOOL ROADS DEVELOPMENT
LANCASTER, TEXAS

REVISIONS:	
DATE	REVISION
9-28-21	CITY REVIEW COMMENTS

SHEET TITLE

LANDSCAPE PLAN

DATE: 05-14-2021

SCALE: 1" = 40'

DRAWN BY: MWW

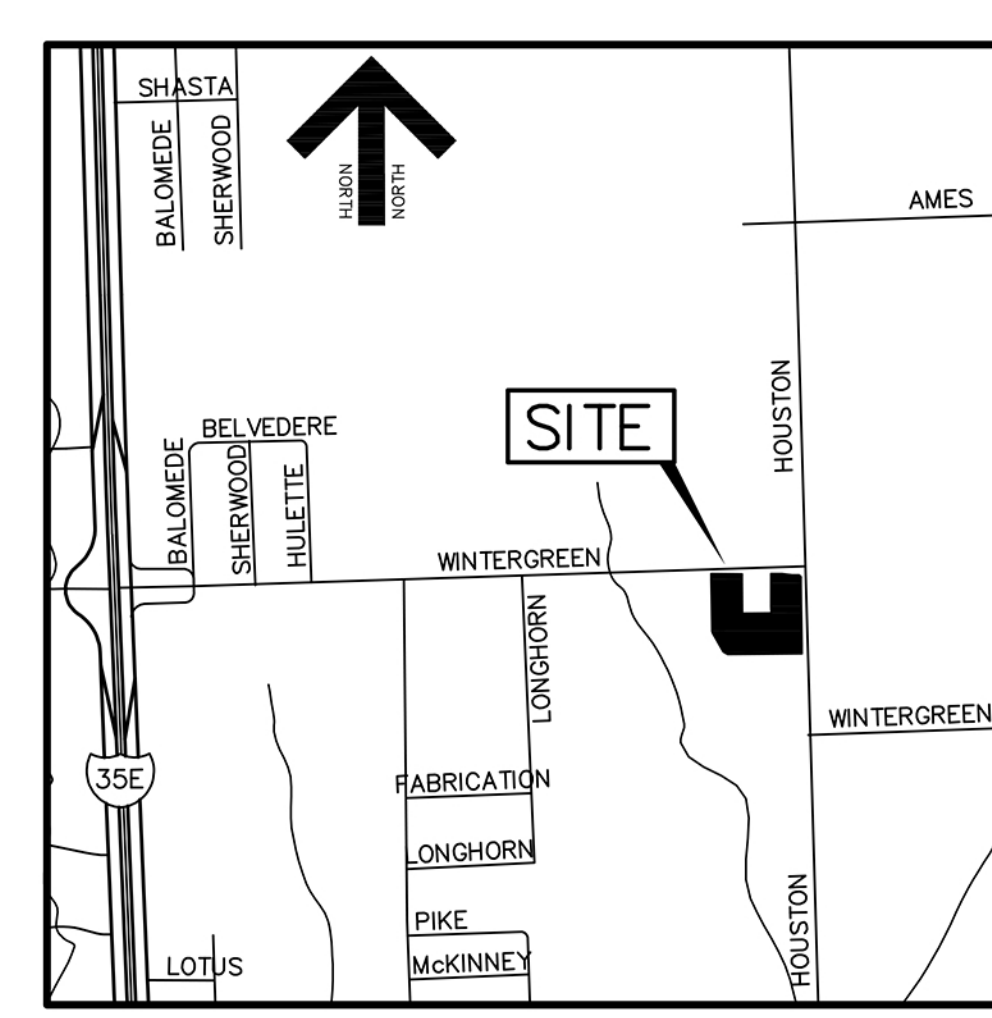
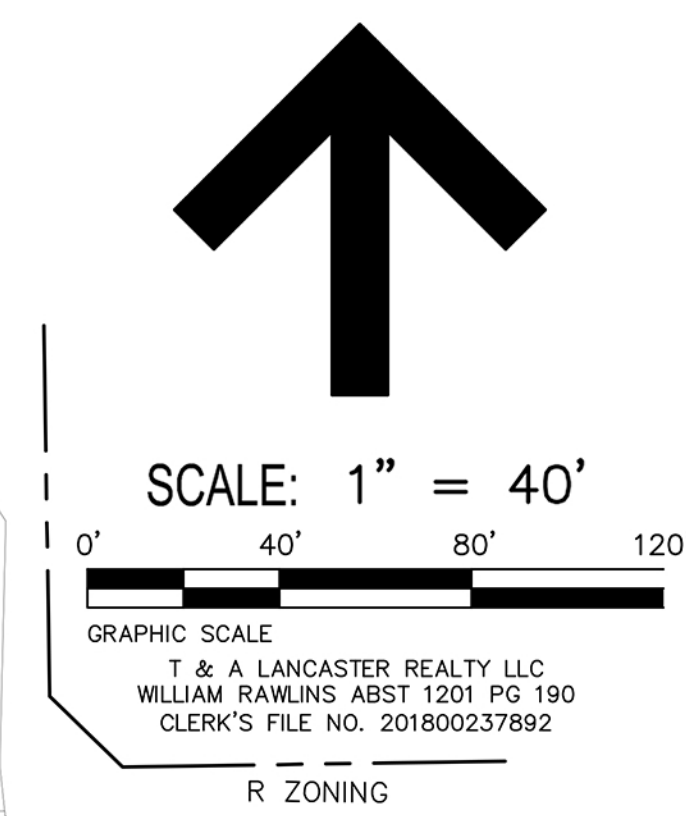
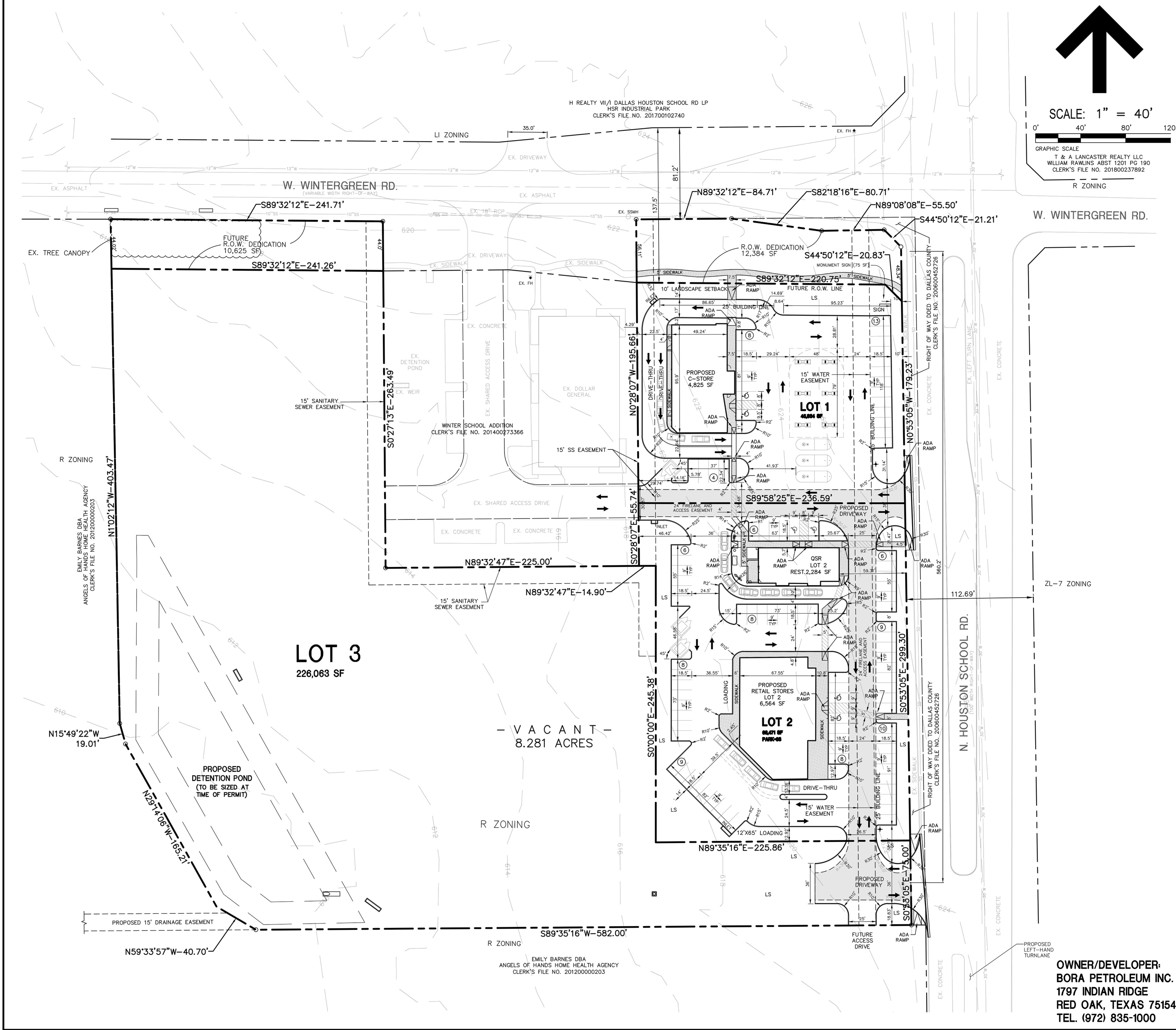
CHECKED BY: JDJR

SHEET NO.

1 OF 1

JDJR FILE NO. 1238-2-19

CASE # Z21-15



LOCATION MAP
SCALE: NTS

SITE DATA INFORMATION		
1. EXISTING ZONING:	"R" RETAIL	
2. PROPOSED USE:	LOT 1 FUEL SALES WITH FOOD/GROCERY LOT 2 RETAIL RESTAURANT	
3. SITE AREA:	LOT 1 1.05 AC (45,834 SF) LOT 2 1.56 AC (67,937 SF) TOTAL SITE 2.61 AC (113,771 SF)	
4. SITE COVERAGE:	TOTAL SITE 113,771 SF (2.61 AC) BUILDING FOOTPRINT 13,673 SF (0.31 AC) PAVEMENT 77,439 SF (1.78 AC) BUILDING COVERAGE 12.02% PAVEMENT COVERAGE 68.07% OPEN SPACE PROVIDED *REFER TO LANDSCAPE PLANS FOR COVERAGE TABULATIONS	
5. BUILDING HEIGHT:	LOT 1 30' ONE STORY LOT 2 27' ONE STORY	
PROPOSED BUILDING AREA:	LOT 1 FOOD/GROCERY STORE 4,825 SF LOT 2 RETAIL 6,564 SF RESTAURANT 2,284 SF	
6. PARKING REQUIRED:	PROPOSED BUILDING: LOT 1 FOOD/GROCERY STORE (1:250) 19 LOT 2 RETAIL (1:250) 26 RESTAURANT (1:100) 23 TOTAL PARKING REQUIRED 68	
7. PARKING PROVIDED:	LOT 1 25 LOT 2 70 TOTAL PARKING PROVIDED 95	
8. HANDICAP PARKING REQUIRED	REQUIRED	PROVIDED
LOT 1	2	2
LOT 2	3	3
TOTAL H/C REQUIRED	5	5

PURPOSE OF SUP

- APPROVE RETAIL STORE WITH MORE THAN 2 FUEL DISPENSERS IN A R-RETAIL DISTRICT.
- FUEL DISPENSING FACILITIES; FAST FOOD RESTAURANT AND CONVENIENCE STORE TO BE LOCATED WITHIN 150 FEET OF A RESIDENTIAL DISTRICT.

LEGEND

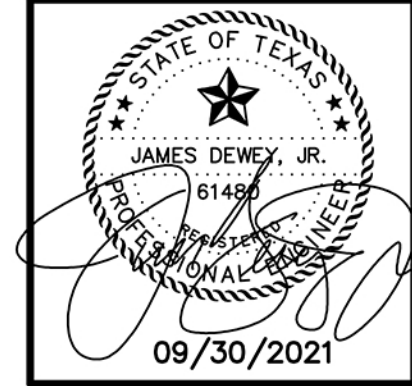
- PROPOSED CONCRETE PAVEMENT
- PROPOSED FIRELANE

SITE PLAN
LOTS 1, 2, 3 BLOCK A
WINTERGREEN ADDITION (PROPOSED)
8.281 ACRES OUT OF THE
MARADAY PARKS, SURVEY, ABSTRACT NO. 1120
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OWNER/DEVELOPER:
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CASE # Z21-15

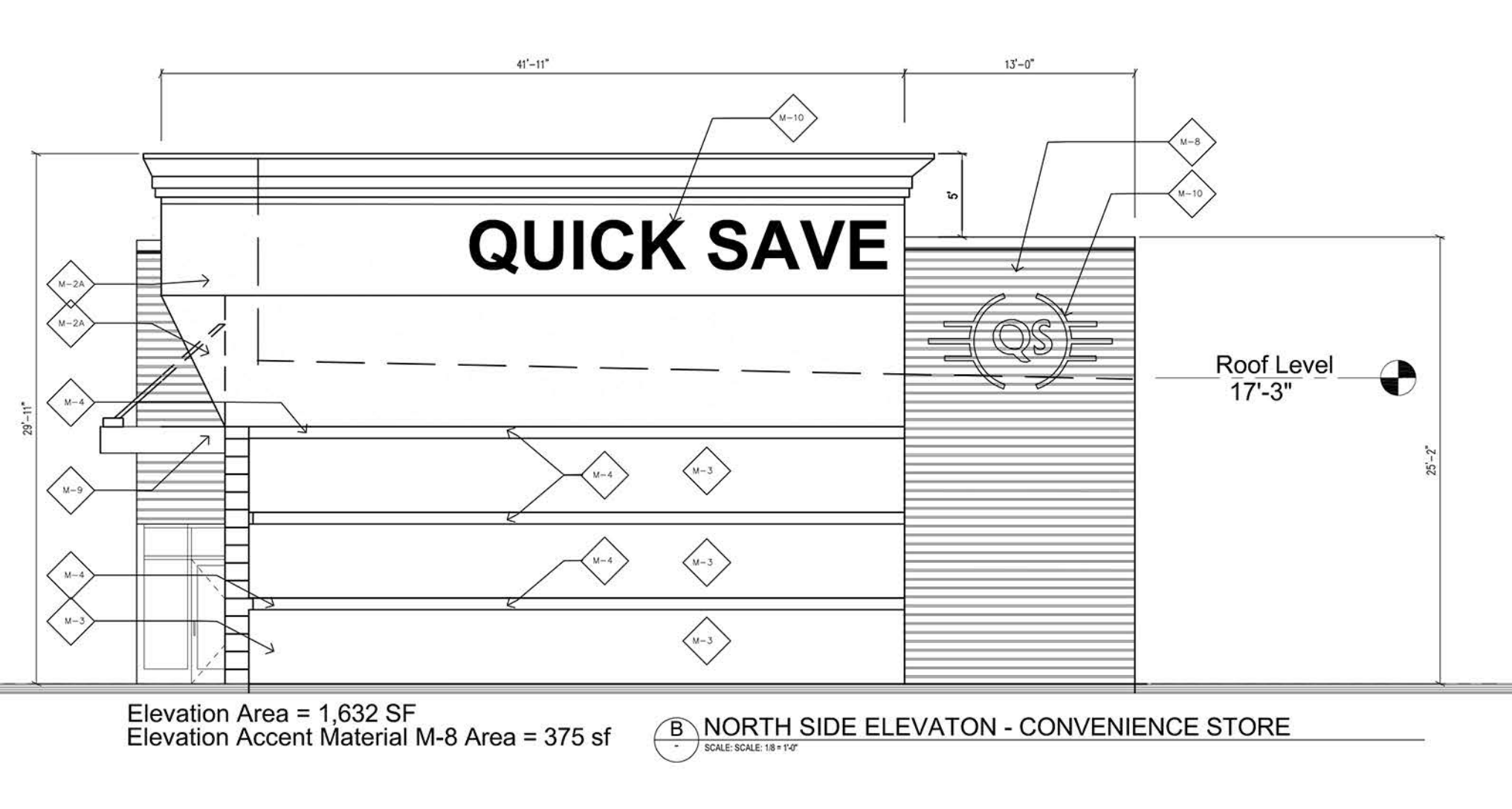
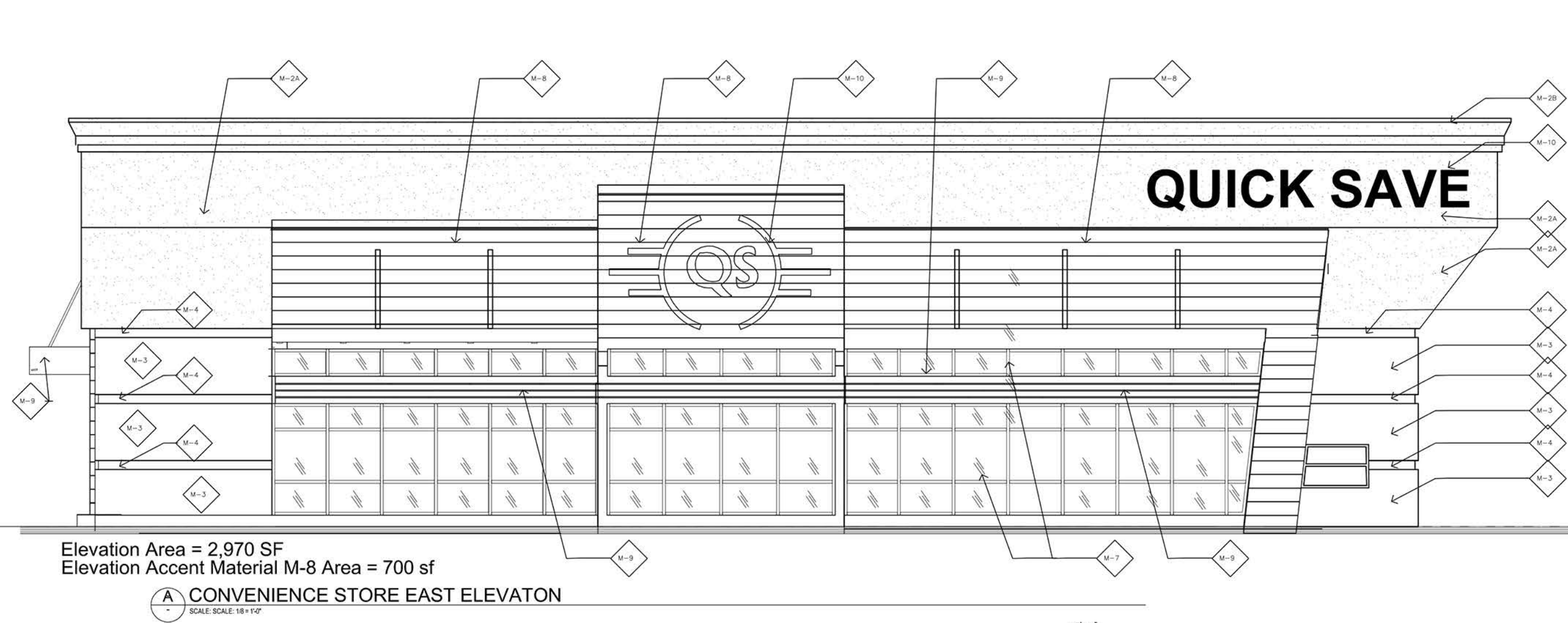
JDJR ENGINEERS & CONSULTANTS, INC.
TSBP REGISTRATION NUMBER F-8627
ENGINEERS • SURVEYORS • LAND PLANNERS
2600 Texas Drive Suite 100 Irving, Texas 75062
Tel. 972-252-JDJR (6337) Fax 972-252-8968



PROJECT: **WINTERGREEN & HOUSTON
SCHOOL ROADS DEVELOPMENT**
LANCASTER, TEXAS

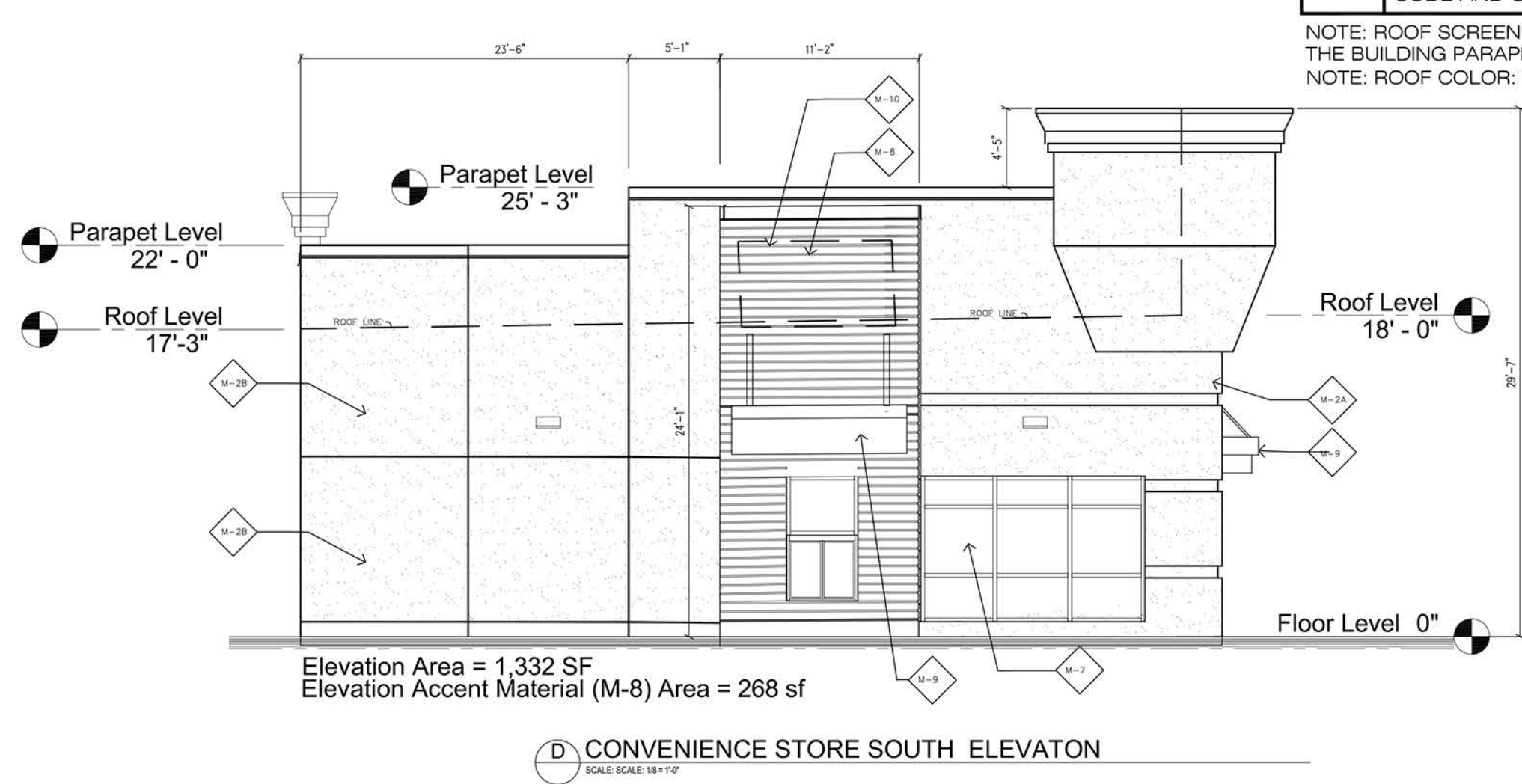
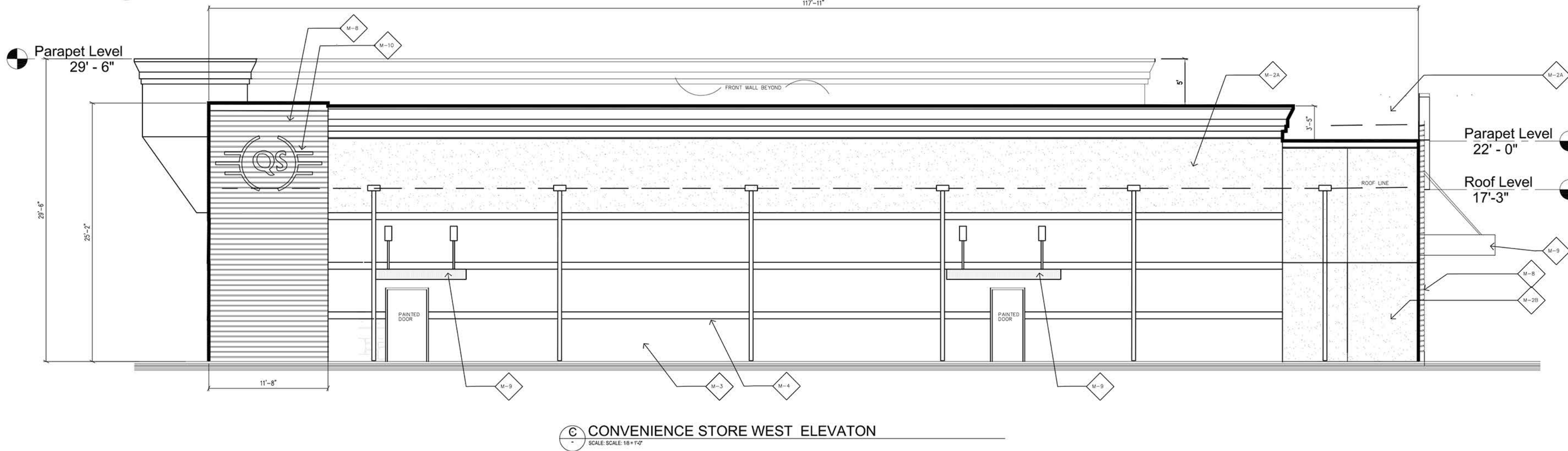
REVISIONS:	
DATE	REVISION
9-28-21	CITY REVIEW COMMENTS

SHEET TITLE	
SITE PLAN	
DATE: 05-14-2021	
SCALE: 1" = 40'	
DRAWN BY: MWW	
CHECKED BY: JDJR	
SHEET NO.	
1 OF 1	
JDJR FILE NO. 1238-2-19	



FINISH SCHEDULE	
M-1	PREFINISHED STANDING SEAM ROOF AND FASCIA-TRIM ACCESSORIES
M-2A	3 PART STUCCO, COLOR #
M-2B	3 PART STUCCO, COLOR #
M-3	LEUDERS STONE
M-4	BRICK, ACME #
M-5	CAST STONE, ADVANCE STONE - CLASSIC WHITE
M-6	PAINTED STEEL FRAME OVERHANG W/ STANDING SEAM ROOF
M-7	STOREFRONT SYSTEM CLEAR ANODIZED FINISHED, TEMPERED GLASS
M-8	FIBER CEMENT NICHHA TILE, VINTAGE WOOD
M-9	PREFINISHED METAL PANEL
M-10	BUILDING SIGNAGE, DESIGN AND SIZE TO MEET CITY CODE AND ORDINANCES

NOTE: ROOF SCREENING PROVIDED BY THE BUILDING PARAPHET.
NOTE: ROOF COLOR: WHITE TPO



DRAWN BY: RK
CHECKED BY: RK

CROWN ARCHITECTURE & DEVELOPMENT PLLC
WWW.CROWN-A-D.COM

2409 CHADWICK LANE
GARLAND, TEXAS 75044
WWW.CROWN-A-D.COM

SPECIAL USE PERMIT
S.E.C. WINTERGREEN AND
HOUSTON SCHOOL ROAD
S.E.D. LANCASTER, TEXAS

DATE	DESCRIPTION	RESPONSE TO 9-17-21 CITY COMMENTS	RESPONSE TO 9-29-21 CITY COMMENTS
9-23-21			
9-29-21			

SCALE: 1/8"=1'-0"

GRAPHIC SCALE U.N.O.

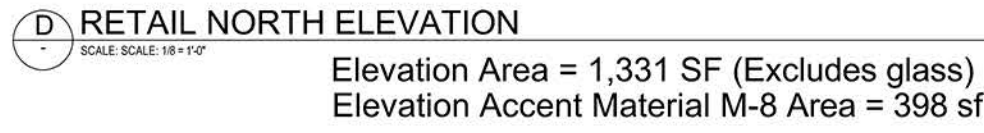
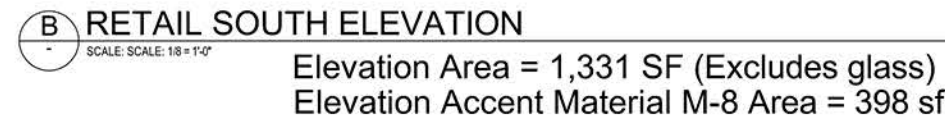
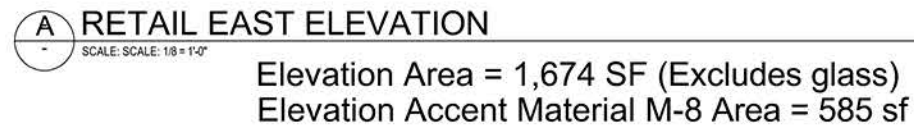
PROJECT NO.
139-02

SHEET NO.
EL-A1
SHEET 1 of 3

OWNER / DEVELOPER
BORA PETROLEUM, INC
1797 INDIAN RIDGE
RED OAK, TEXAS 75154

FACADE/ELEVATION PLAN
LOTS 1, 2, 3, BLOCK A
WINTERGREEN ADDITION (PROPOSED)
8.281 ACRES OUT OF THE
MARADAY PARKS, SURVEY, ABSTRACT NO. 1120
CASE NO. Z21-15
CITY OF LANCASTER, DALLAS COUNTY TEXAS

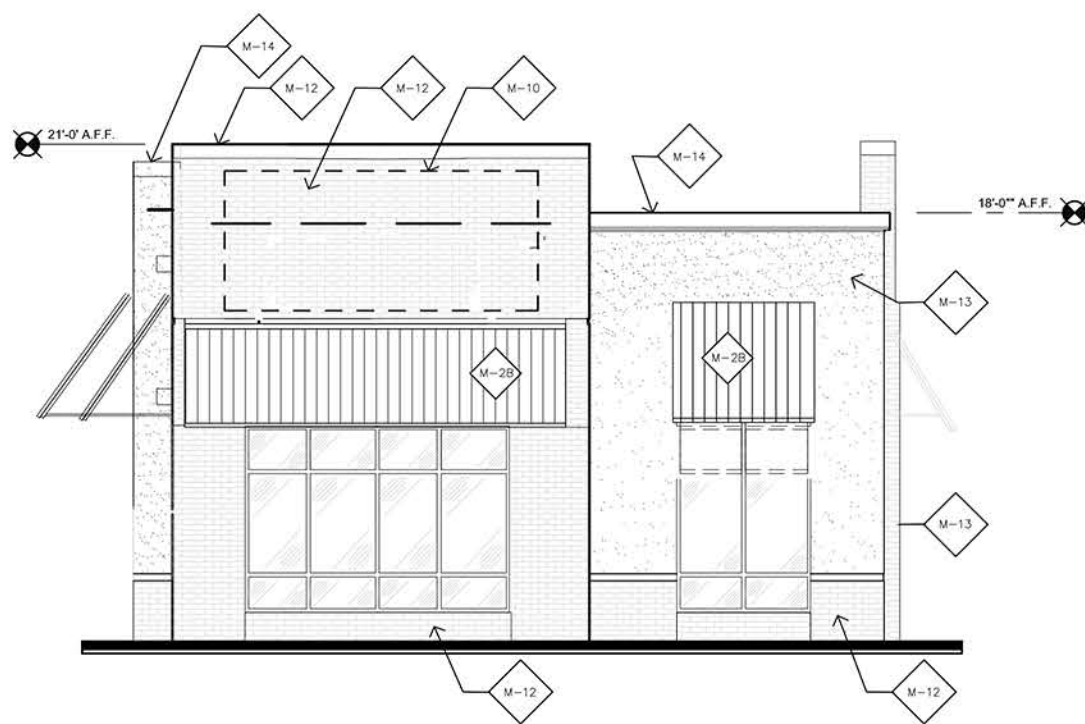
NOTE: Refer to site plan for metes and bounds



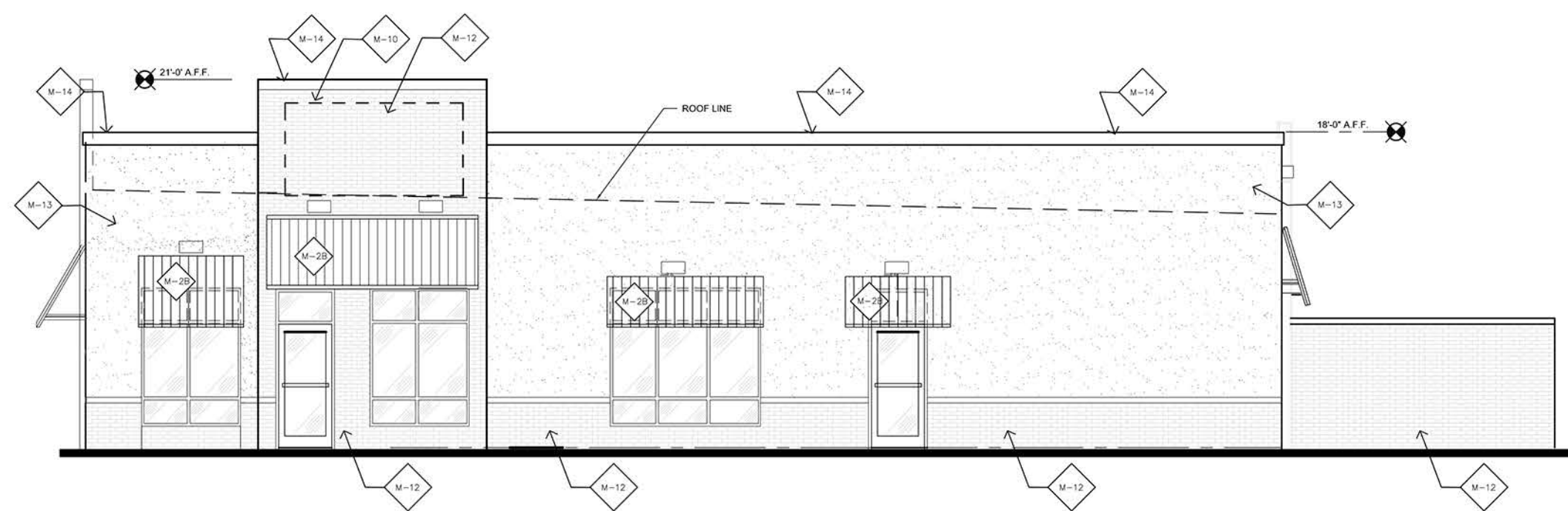
NOTE: ROOF SCREENING PROVIDED BY THE BUILDING PARAPHET.
NOTE: ROOF COLOR: WHITE TPO
NOTE: REFER TO SHEET EL-A1 FOR MONUMENT SIGNAGE DETAIL



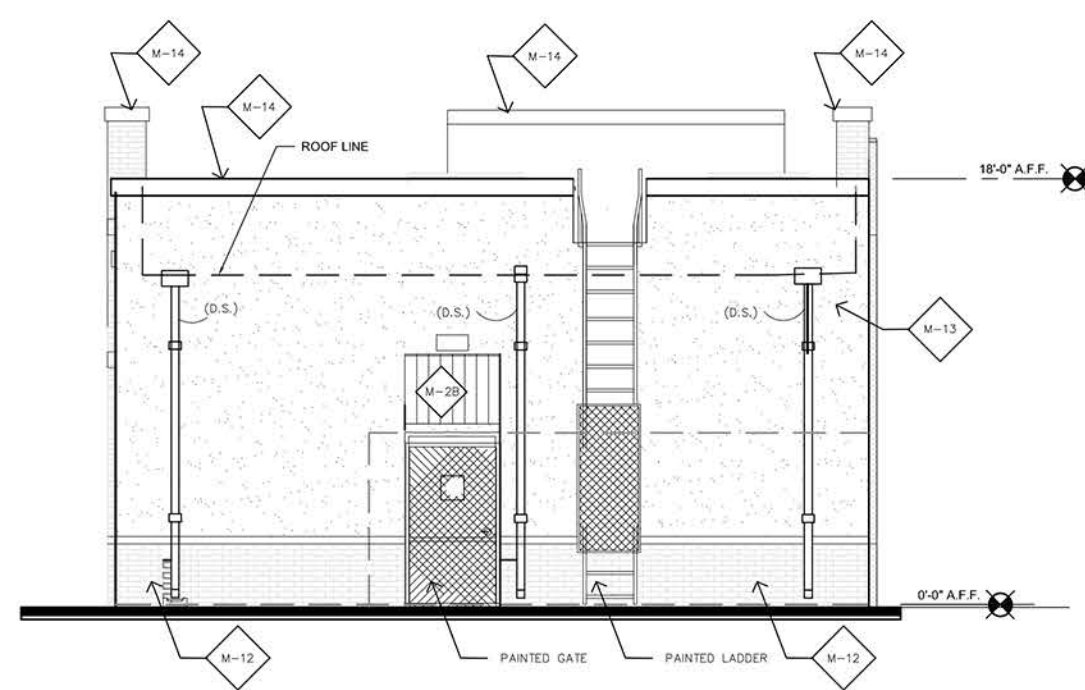
FACADE/ELEVATION PLAN
 LOTS 1, 2, 3, BLOCK A
 WINTERGREEN ADDITION (PROPOSED)
 8.281 ACRES OUT OF THE
 GRADY PARKS, SURVEY, ABSTRACT NO. 1120
 CASE NO. Z21-151
 CITY OF LANCASTER, DALLAS COUNTY TEXAS



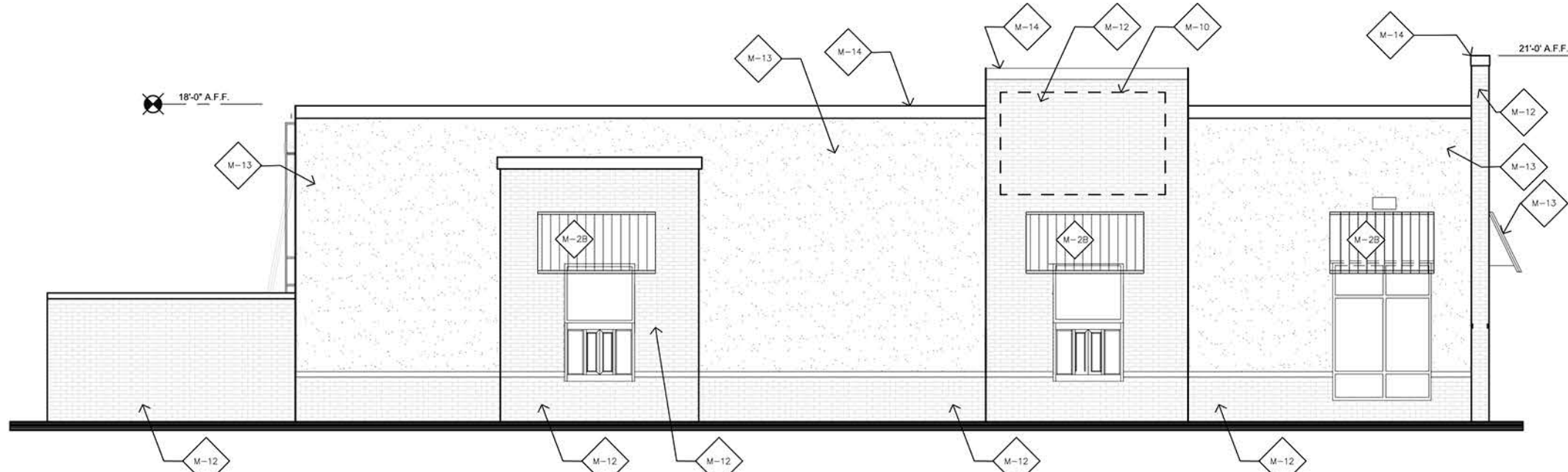
A QSR EAST ELEVATION
Elevation Area = 492 SF (Excludes glass)
Elevation Accent Material M-12 Area = 269 sf



B QSR NORTH ELEVATION
Elevation Area = 1,036 SF (Excludes glass)
Elevation Accent Material M-12 Area = 351 sf



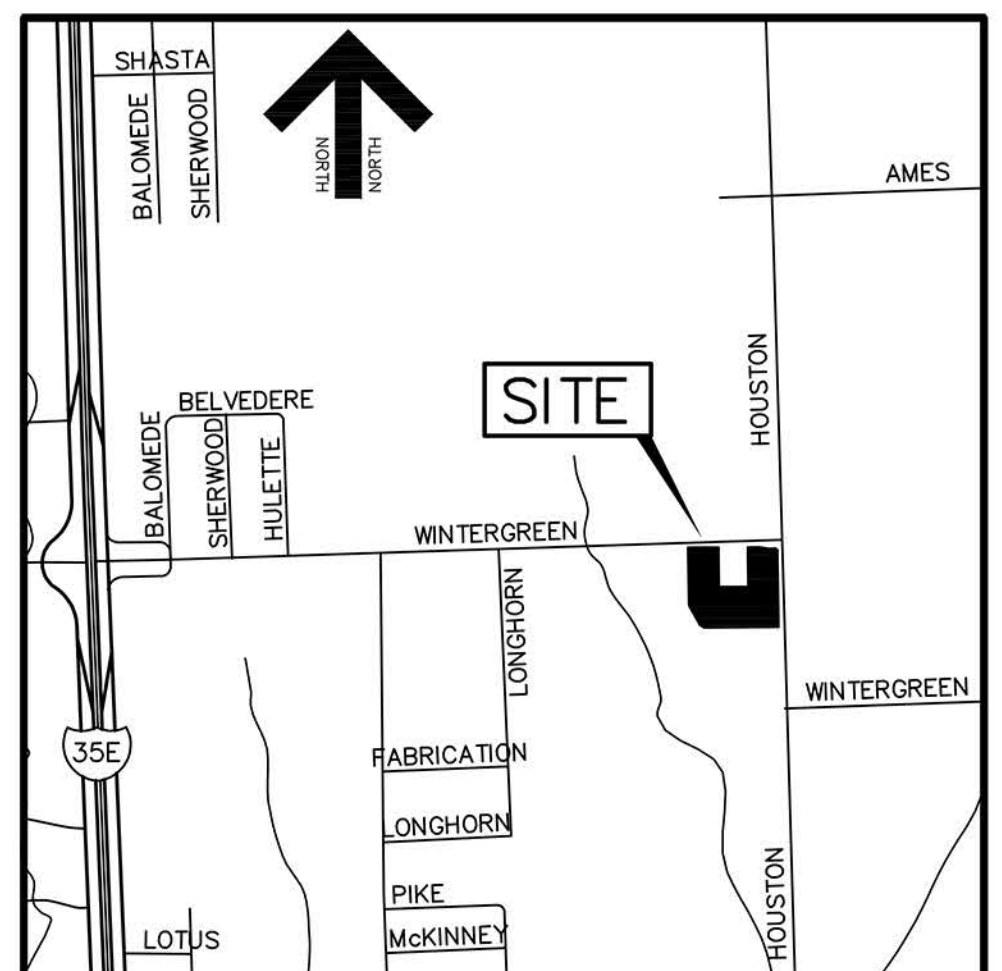
C QSR EAST ELEVATION
Elevation Area = 556 SF (Excludes door)
Elevation Accent Material M-12 Area = 102 sf



D QSR SOUTH ELEVATION
Elevation Area = 1,145 SF (Excludes glass)
Elevation Accent Material M-12 Area = 538 sf

FINISH SCHEDULE	
M-10	BUILDING SIGNAGE, DESIGN AND SIZE TO MEET CITY CODE AND ORDINANCES
M-11	QSR STUCCO COLOR
M-12	QSR FACE BRICK - ACCENINT MATERIAL
M-13	QSR METAL WINDOW SHADE AWNING
M-14	QSR ACCENNT STUCCO COLOR TOP BAND
DS	PAINTED ROOF DOWNSPOUT

NOTE: ROOF SCREENING PROVIDED BY THE BUILDING PARAPHET.
NOTE: ROOF COLOR: WHITE TPO



LOCATION MAP
SCALE: NTS

DRAWN BY: RK
CHECKED BY: RK



2409 CHADWICK LANE
GARLAND, TEXAS 75044
WWW.CROWN-A-D.COM

SPECIAL USE PERMIT
2600 W. WINTERGREEN RD. AND
HOUSTON SCHOOL ROAD
LANCASTER, TEXAS

DATE	DESCRIPTION	CITY COMMENTS
9-23-21	RESPONSE TO 9-17-21	
9-30-21	RESPONSE TO 9-29-21	

SCALE: 1/8"=1'-0"
GRAPHIC SCALE (U.N.O.)

PROJECT NO.
139-02

SHEET NO.
EL-A3
SHEET 3 of 3

OWNER / DEVELOPER
BORA PETROLEUM, INC
1797 INDIAN RIDGE
RED OAK, TEXAS 75154

FACADE/ELEVATION PLAN
LOTS 1, 2, 3, BLOCK A
WINTERGREEN ADDITION (PROPOSED)
8.281 ACRES OUT OF THE
MARADAY PARKS, SURVEY, ABSTRACT NO. 1120
CASE NO. Z21-151
CITY OF LANCASTER, DALLAS COUNTY TEXAS

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CITY OF LANCASTER

SHINING STAR OF TEXAS

Development Services - Planning

Date: June 18, 2021



NOTICE OF PUBLIC HEARING

TO: Property Owner

RE: **Case No. Z21-15:** Conduct a public hearing and consider a Specific Use Permit (SUP) request for more than two (2) fuel dispensers in Retail Zoning District. The applicant is proposing eight (8) fuel dispensers, convenience store, retail stores and fast food restaurant. The property is more particularly described as a tract of land situated in the Marady Parks Survey, Abstract No. 1120, City of Lancaster, Dallas County, Texas.

LOCATION: The property is addressed as 2600 W Wintergreen located on the southwest corner of West Wintergreen Road and North Houston School Road.

EXPLANATION OF REQUEST: The applicant is proposing eight (8) fuel dispensers, convenience store, retail stores and fast food restaurant.

☐ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

☒ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS:

Concern for Traffic Congestion and the type of activity this will bring to my neighborhood. There are 2 fuel stations 3.6 miles apart and car washes 2.3 miles apart. We don't need any more fast food restaurants along 35, 20 corridor.

SIGNATURE:

Nadia Robinson

ADDRESS:

2031 Stonewood Dr. Lancaster, TX 75134

Your written comments are being solicited in the above case. Additional information is available in the Department of Planning at 211 N. Henry Street. The Planning and Zoning Commission will hold a public hearing and take action on the above case at their meeting on **Tuesday, July 6, 2021 at 7:00 pm**. The City Council will hold a public hearing and take action on the above case at their meeting on **Monday, July 26, 2021 at 7:00 pm**. The meeting will be conducted online; meeting details will be provided on the agenda which will be posted online at <https://www.lancaster-tx.com/133/Planning-Zoning-Commission> at least 72 hours prior to the meeting's date.

Please legibly respond in ink. If the signature and/or address are missing, your comments will not be recorded. Your response must be received in the Planning Division by 5 p.m. **on July 2, 2021** for your comments to be recorded for the Planning and Zoning Commission's meeting. Responses received after that time will be forwarded to the Commission at the public hearing.

If you have any questions concerning this request, please contact the Planning Division:

Phone 972-218-1315

Fax 972-218-3616

16 Notices were mailed on 6/18/2021

RETURN BY FAX OR MAIL

City of Lancaster – Planning Division
211 N Henry St
Lancaster, TX 75146





CITY OF LANCASTER

SHINING STAR OF TEXAS

Development Services - Planning

Date: June 18, 2021



NOTICE OF PUBLIC HEARING

TO: Property Owner

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LOCATION: The property is addressed as 2600 W Wintergreen located on the southwest corner of West Wintergreen Road and North Houston School Road.

EXPLANATION OF REQUEST: The applicant is proposing eight (8) fuel dispensers, convenience store, retail stores and fast food restaurant.

☐ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

☒ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS:

TOO CLOSE TO RESIDENTIAL AREA, not to mention, there are 2 gas stations within a mile of this area

SIGNATURE:

ADDRESS:

2027 Stone Woods Dr. Lancaster, TX 75134

Your written comments are being solicited in the above case. Additional information is available in the Department of Planning at 211 N. Henry Street. The Planning and Zoning Commission will hold a public hearing and take action on the above case at their meeting on **Tuesday, July 6, 2021 at 7:00 pm**. The City Council will hold a public hearing and take action on the above case at their meeting on **Monday, July 26, 2021 at 7:00 pm**. The meeting will be conducted online; meeting details will be provided on the agenda which will be posted online at <https://www.lancaster-tx.com/133/Planning-Zoning-Commission> at least 72 hours prior to the meeting's date.

Please legibly respond in ink. If the signature and/or address are missing, your comments will not be recorded. Your response must be received in the Planning Division by 5 p.m. **on July 2, 2021** for your comments to be recorded for the Planning and Zoning Commission's meeting. Responses received after that time will be forwarded to the Commission at the public hearing.

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RETURN BY FAX OR MAIL

City of Lancaster – Planning Division
211 N Henry St
Lancaster, TX 75146

P. O. Box 940 | Lancaster | Texas | 75146 | 972.218.1317 | www.lancaster-tx.com











CITY OF LANCASTER CITY COUNCIL

Planning & Zoning Commission

Item 7.

Meeting Date: 10/05/2021

Policy Statement: This request supports the City Council 2021-2022 Policy Agenda

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

Submitted by: Bester Munyaradzi, Senior Planner

Agenda Caption:

Z21-15 Conduct a public hearing and consider a Specific Use Permit (SUP) request for a gas station with six (6) fuel dispensers; fast food restaurant, retail stores, and convenience store to be located within 150 feet of a residential district on a property located on the southwest corner of West Wintergreen Road and North Houston School Road. The property is more particularly described as a tract of land situated in the Marady Parks Survey, Abstract No. 1120, City of Lancaster, Dallas County, Texas.

Background:

1. **Location and Size:** The property is located on the southwest corner of West Wintergreen Road and North Houston School Road and is 8.28 acres in size.
2. **Current Zoning:** The subject property is currently zoned Retail (R).
3. **Adjacent Properties:**
North: Light Industrial (LI) - (Houston School Road Industrial Park)
South: Retail (R) - (Vacant)
East: Zero Lot Line Single Family Residential (ZL-7) - (Single Family Residential Homes)
West: Retail (R) - (Vacant)
4. **Comprehensive Plan Compatibility:** The Future Land Use Plan of the Comprehensive Plan identifies this site as being suitable for regional commercial uses. This request is not consistent with the Future Land Use Plan of the 2016 Comprehensive Plan.
5. **Case History:**

Date	Body	Action
02/04/20	P&Z	Z20-01 Postponed to the April 7, 2020 P&Z meeting
04/07/20	P&Z	Z20-01 Recommended for denial
07/26/21	CC	Z21-15 Referred to P&Z for recommendation

The previous applicant requested that item number Z20-01 be postponed to the March 3, 2020, Planning and Zoning Meeting, however, at the February 4, 2020, Planning and Zoning meeting, the City attorney recommended to the applicants that this case be postponed to the April 7, 2020, Planning and Zoning meeting in order to allow the applicant more time to address the outstanding issues. The applicant agreed for the case to be postponed to the April 7, 2020, Planning and Zoning regular meeting.

On April 2, 2020, the applicant again requested for the item to be postponed to the next Planning and Zoning Commission meeting that would be held in person. At that time, the applicant sought an in-person meeting only and did not want to participate in virtual meetings.

On April 7, 2020, Planning and Zoning meeting, staff recommended denial of the applicant's request to postpone the item to a future meeting and denial of the case and the Planning and Zoning Commission concurred with staff's recommendation.

On July 26, 2021, this item was considered by the City Council and after some deliberations, the City Council referred the case to the Planning and Zoning Commission for the Commission's recommendation.

Although the Z21-15 application has been initiated by a new representative, property ownership remains the same. In accordance with the Lancaster Development Code, Sec 14.204, Authority to Initiate a Request, "all...zoning and site plan requests...may be initiated by the owner of the affected property or his/or her authorized representative who files the required application". The initial request (Z20-01) was a request for a Specific Use Permit (SUP) for a gas station with eight (8) fuel dispensers and a self-service carwash; an exception for four (4) semi-truck fueling canopies; a fast food restaurant and a convenience store. The current application (Z21-15) is a Specific Use Permit (SUP) for a gas station with six (6) fuel dispensers; a fast-food restaurant, retail stores and a convenience store.

Operational Considerations:

This is a request to consider a Specific Use Permit (SUP) for a gas station with six (6) fuel dispensers; a fast-food restaurant, retail stores, and a convenience store to be located within 150 feet of a residential district at the southwest corner of West Wintergreen Road and North Houston School Road.

Lancaster Development Code (LDC) Regulations states that:

- A retail store with more than two (2) fuel dispensers requires a SUP in the Retail zoning district.
- Combination of a gas station, a fast-food restaurant, and a convenience store uses are not permitted within one hundred fifty feet (150') of a residential district.

Pursuant to Section 14.1101 of the Lancaster Development Code (LDC), when reviewing a zoning change application, there are five (5) considerations that must be made. The following is an analysis of these considerations:

Consistency with the Comprehensive Plan:

The City's 2016 Comprehensive Plan identifies this site as suitable for regional commercial development. The Future Land Use Map identifies this property as a Commercial Node. Commercial Nodes occur at major intersections and based on the place types, commercial nodes would allow community or regional commercial centers. Commercial centers are commercial developments that include predominantly retail businesses with access driveways or parking spaces shared by one or more of the businesses. The proposed combination is not consistent with the Future Land Use Plan of the 2016 Comprehensive Plan's designation for regional commercial development.

The Lancaster Development Code (LDC), Section 14.501 General, Subsection H. Combination Gas Station, Fast Food Restaurant, Convenience Store, (1) states that Combination of a gas station, fast-food restaurant, convenience store shall not be permitted within one hundred fifty feet (150') of a residential district. The proposed combination of uses are within 150 feet of a residential district to the east. This combination is also incompatible with the comprehensive plan for regional commercial development as illustrated by the attached Gas Station with Fast Food combination pictures.

Potential Impact on Adjacent Development:

The subject property is currently undeveloped. Properties to the west and south are also not developed. The properties to the east are occupied by single-family homes and the property to the north is a

distribution center. A Specific Use Permit (SUP) for a gas station with six (6) fuel dispensers; a fast-food restaurant, retail stores and a convenience store at this prime corner will hinder the undeveloped properties on the south and west from developing as envisioned by the Future Land Use Plan of the 2016 Comprehensive Plan.

Availability of utilities and access:

The subject property is served by City of Lancaster sewer and water. The applicant would be responsible for connecting to those utilities.

Site conditions such as vegetation, topography, and flood plain:

The site is currently undeveloped. Upon construction of this site, factors such as vegetation, topography, and flood plain issues are required to be addressed during the civil review before construction.

Timing of Development as it relates to Lancaster's Capital Improvement Plan:

The City of Lancaster Capital Improvement Plan (CIP) does not have improvement plans for North Houston School Road. The Master Thoroughfare Plan identifies both West Wintergreen Road and Houston School Road as Major Arterial Type B 100 feet rights-of-way. The existing rights-of-way on West Wintergreen Road vary and 44 to 56 feet of rights-of-way is required to be dedicated along Wintergreen Road. Houston School Road is 100 feet of rights-of-way and no rights-of-way dedication is required.

Based upon an analysis of the five (5) considerations that must be taken into consideration when reviewing a change in zoning application, staff recommends denial of the request for a gas station with six (6) fuel dispensers, fast food restaurant, retail stores, and convenience store to be located within 150 feet of a residential district.

Reasons for denial recommendation:

Section 14.504 Commercial Districts, Subsection (c) Retail (R) District (1) Purpose A, B & D, of the LDC, states that;

A. "The Retail District is established to provide limited retail and service uses for one or more neighborhoods. The uses specified in this district include most types of retail activity and are located on, or at the intersections of, major thoroughfares. This district does not include strip commercial, large shopping centers, wholesaling operations, lumberyards, contractor yards, and warehousing with high volumes of truck traffic and low volumes of retail type traffic."

B "This district will not be a major retail district, and will try to avoid intensive commercial uses and large volumes of retail traffic. The noise, traffic, litter, late-night hours, and other influences that could be harmful to residential areas require adequate buffering from residential areas, and the traffic from such uses should not pass through residential areas, except on arterial or major collectors. There are restrictions on access to prevent traffic congestion or an adverse effect on major thoroughfares."

C. "This zone is a light retail zone, and it is intended that limited commercial uses fall in this district. Since the zone will be located close to residential areas, the development standards are stringent and require as high a standard of development as the Retail and Neighborhood Services districts."

Public Information Considerations:

On September 19, 2021, a notice for this public hearing appeared in the Focus Daily Newspaper. Staff also mailed notifications of this public hearing to property owners within 200 feet of the subject site and zoning signs were placed on the property. There are two letters that were received in opposition of this zoning change request.

Options/Alternatives:

1. The Planning and Zoning Commission may recommend approval of the proposed SUP request, as presented.
2. The Planning and Zoning Commission may recommend approval of the proposed SUP request with changes and state those changes.
3. The Planning and Zoning Commission may recommend denial of the proposed SUP request, as presented.

Recommendation:

Staff recommends denial of the SUP request for a gas station with six (6) fuel dispensers; fast food restaurant, retail stores and convenience store to be located within 150 feet of a residential district.

Attachments

Location Map

Site Plan, Landscape and Elevation Plans

Letters in opposition

Gas Station with Fast Food Combination

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting

7.

Meeting Date: 10/25/2021

Policy Statement: This request supports the City Council 2021-2022 Policy Agenda

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

Submitted by: Bester Munyaradzi, Senior Planner

Agenda Caption:

Z21-20 Conduct a public hearing and consider a change in zoning from Agricultural Open District (AO) to Single-Family Residential District (SF-5) for the property addressed as 1801 West Wintergreen Road located south of Anderson Farms Subdivision and north of West Wintergreen Road. The property is a tract of land situated in the W. Fleming Survey, Abstract No. 466, in the City of Lancaster, Dallas County, Texas.

Background:

1. **Location and Size:** The property is located south of Anderson Farms Subdivision and north of Wintergreen Road and is approximately 8.892 acres in size.
2. **Current Zoning:** The subject parcel is currently zoned Agricultural Open.
3. **Adjacent Properties:**
North: Planned Development - Single Family Residential (PD-SF-4) - Single family homes
South: Single Family Residential (SF-2) - Single family homes
East: Single Family Residential (SF-6) - Vacant land
West: Planned Development - Single Family Residential (PD-SF-4) - Single family homes
4. **Comprehensive Plan Compatibility:** The Future Land Use Plan of the Comprehensive Plan designates this site as suitable for Suburban Neighborhood uses. The proposed zoning district is consistent with the Future Land Use Plan of the Comprehensive Plan.
5. Case History/Background:

Date	Body	Action
06/02/2020	P&Z	Z20-06 Postponed to the June 9, 2020 P&Z meeting
06/09/2020	P&Z	Z20-06 Recommended denial of the zoning change request
06/22/2020	CC	Z20-06 Denied the zoning change request
10/05/2021	P&Z	Z21-20 Recommended denial of the zoning change request

Operational Considerations:

This is a request to rezone the subject parcel from Agricultural Open (AO) to Single-Family Residential District (SF-5). The current zoning only allows for single-family detached homes, farming, and ranching-related activities and accessory uses on five (5) or more acres. The subject property is currently vacant and requires a zoning change from AO to SF-5 in order to develop 41 single-family homes on the site. Access to the properties will be from Wintergreen Road on the north, Wintergreen Road on the south, and future Chapman Drive on the east of this site. Lots 2-9 Block 3 will have access to future Chapman Drive. The lots on the west would use the existing public alley to serve Lots 1-12 Block 1 on the west as shown on the zoning exhibit. There will be one (1) detention pond/open space.

Pursuant to Section 14.1101 of the Lancaster Development Code (LDC), when reviewing a zoning change application, there are five (5) considerations that must be made when deciding on a zoning change application. Following is an analysis of these considerations:

Consistency with the Comprehensive Plan: The City's Future Land Use Plan of the Comprehensive Plan identifies this site as suitable for Suburban Neighborhood uses. The Future Land Use Plan states that, "Suburban neighborhoods will continue to be the dominant place type in Lancaster providing a variety of residential products ranging from townhomes to single family detached. These neighborhoods would generally be formed as subdivisions with residential densities ranging from 2-8 dwelling units per acre." The proposed density is five (5) units per acre. Although the proposed density is within the range indicated in the Comprehensive Plan, the requested density is not consistent with City Council Goals and Objectives which advocates for "low density, high-quality single family residential development." Low-density developments include densities ranging from 1 to 2 units per acre. The extent of this development includes lots, streets, and a detention pond. There are no visible amenities (except a detention pond/open space) that could enhance this project into a "high-quality development". Possible amenities may include parks, trails, community centers, community gardens, and the provision of a gated community.

Potential Impact on Adjacent Development: This subject property is surrounded by residential neighborhoods on the north, west, and south sides. The property to the east is vacant and is zoned Single Family Residential (SF-6). Most of the adjacent properties are built out with single-family homes. City Council has expressed a desire to enhance the traditional neighborhoods and ensure developments provide amenities such as parks, trails, community centers, to create high-quality development. This proposed project is similar to the density and layouts and lacks any amenities or features with the exception of a detention pond.

Availability of utilities and access: The subject property is served by City of Lancaster water and sewer. The applicant will be responsible for connecting to those utilities. Access to this site would be provided from Wintergreen Road on the north and south of the property.

Timing of Development as it relates to Lancaster's Capital Improvement Plan (CIP): The Master Thoroughfare Plan (MTP) identifies Wintergreen Road on the south side of the property as 60 feet Rural Collector. There is approximately 84 feet of rights-of-way on Wintergreen Road. Chapman Drive is a proposed 60 feet Urban Collector that is proposed to extend to the north on the east side of the site; the applicant will therefore be responsible for dedicating 30 feet of the ROW for the proposed Chapman Drive, and providing improvement for Chapman to access development.

Site conditions such as vegetation, topography, and flood plain: The subject property is currently undeveloped. Upon construction of this site, factors such as vegetation, topography and flood plain issues will be addressed as part of the plat and civil engineering process and more specifically during the civil review before construction.

Based upon an analysis of the five (5) considerations that must be taken into consideration when reviewing a change in zoning application, the proposed zoning change request to SF-5 is not appropriate as the proposed zoning district allows a dense residential development that is inconsistent with the City Council and community vision to promote next level housing and communities. In addition, the proposed development lacks amenities as there is only one (1) detention pond/open space proposed in the entire development. The proposed detention pond/open space is not proportional to the proposed density of the development. As such, staff recommends denial of the request to rezone to SF-5.

Legal Considerations:

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

Public Information Considerations:

On September 19, 2021, a notice for this public hearing appeared in the Focus Daily Newspaper. Staff also mailed 47 notifications of this public hearing to property owners within 200 feet of the subject site and zoning signs were placed on the property. There were five (5) letters received in opposition and no letters received in support of this request.

Options/Alternatives:

1. City Council may approve the zoning change, as presented.
2. City Council may approve the zoning change request with changes and state those changes.
3. City Council may deny the request

Lancaster Development Code

(LDC), Section 14.208 City Council, (d) Council Approval or Denial (1) states that " Approval of an Item. The Council may approve the request or amendment either as requested, or in the form of a more restrictive district, and subject to such appropriate conditions as are allowed by law. However, when a proposed zoning request is heard by the City Council that has been denied by the Planning and Zoning Commission, a three-fourths (3/4) majority vote by the City Council shall be required for approval". Because the Planning and Zoning Commission recommended denial of this item, a supermajority (6 of 7 members) is required for approval of this zoning change request.

Recommendation:

On October 5th 2021, the Planning and Zoning Commission recommended denial of the zoning change. Staff concurs with the Planning and Zoning Commission's recommendation.

Attachments

Location Map

Zoning Exhibit

Letter of Intent

Letters in Opposition (5)

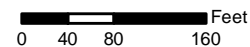
10/11/2021 P&Z Staff Report

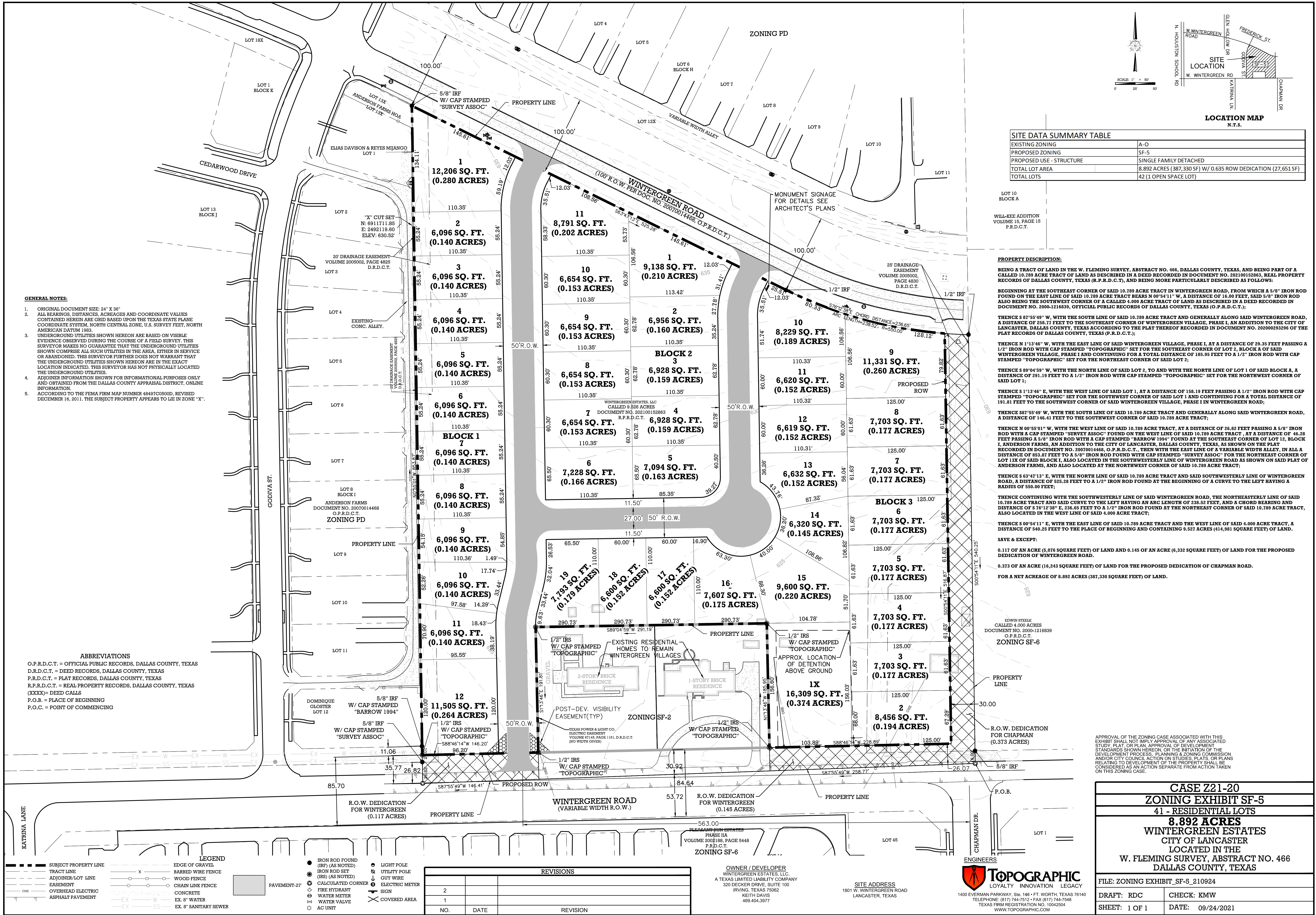
1801 W Wintergreen Rd

Zoned: PD



- Parcels
- Downtown Districts
- Historic District
- Subject Property
- Floodplain
- City Limits







September 7, 2021

Emma Chetuya, Planner
City of Lancaster, TX
211 N. Henry St.
Lancaster, TX 75146

RE: Wintergreen Estates SF-5 Rezone Request

Dear Ms. Chetuya,

Please find the attached the rezoning application along with supporting documents for the rezoning of the property located at 1801 W. Wintergreen Rd. The parcel is proposed to be rezoned from A-O to SF-5, with over half of the frontage along Wintergreen on the south side being SF-2 and a proposed detention facility as a buffer.

The 8.833 acres of property, which doesn't include the proposed 0.694 acres of right-of-way dedication along Wintergreen on the south and Chapman on the east, is proposed to be rezoned to SF-5. The single-family residential development will consist of forty-one (41) single-family residence lots and one (1) open space/detention lot. It is proposed that the lots on the west side will use the existing public alley.

The included Zoning Exhibit illustrates the limits of the proposed rezoning as well as the proposed lot layout and the adjacent zoning to demonstrate conformance to the Future Land Use Plan and the surrounding zoning.

The future land use plan calls for this area to be developed as a Suburban Neighborhood. The Suburban Neighborhood is described as continuing *"to be the dominant place type in Lancaster providing a variety of residential products ranging from townhomes to single family detached. These neighborhoods would generally be formed as subdivisions with residential densities ranging from 2 to 8 dwelling units per acre."*

The proposed rezone fits within this zoning category and has the desired density outlined in the future land use plan. In addition, it allows a lesser zoning than that to the east and south, which will provide a transition to the more intense zoning.

We look forward to working with the City on a successful project and quality development for the City of Lancaster.

Respectfully,

Kylon M. Wilson, P.E.
Sr. Project Manager
Topographic

Fax

To:	City of Lancaster	From:	Tera Cooper-Daniels
Fax:	972-218-3616	Pages:	<u> 3 </u> including cover page
Phone:		Date:	9/23/2021
Re:	Notice of Public Hearing	CC:	

X Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

This fax, including attachments, is intended for the exclusive use of the person or entity to which it is addressed and may contain confidential or privileged information. If the reader of this fax is not the intended recipient or his or her authorized agent, the reader is hereby notified that any dissemination, distribution or copying of this fax is prohibited. If you think that you have received this fax in error, please advise the sender by telephone or fax of the error and then destroy this fax immediately.



CITY OF LANCASTER

SHINING STAR OF TEXAS

Development Services - Planning

Date: 9/17/2021



NOTICE OF PUBLIC HEARING

TO: Property Owner

RE: **Case No. – Z 21-20:** to conduct a public hearing and consider a zoning change from Agricultural Open District (AO) to Single-family Residential District (SF-5) for the property addressed as 1801 West Wintergreen Road and located south of Anderson Farms Subdivision and north of Wintergreen Road. The property is approximately 8.833 acres out of a tract of land situated in the W. Fleming Survey, Abstract No. 466, in the City of Lancaster, Dallas County, Texas.

LOCATION: The property is located south of Anderson Farms Subdivision and north of Wintergreen Road.

EXPLANATION OF REQUEST: A zoning change request from AO to SF-5. The applicant is proposing 41 single-family homes and a detention pond/open space.



I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS:

See Attached

SIGNATURE:

Reginald Daniels Jera Copen-Daniel

ADDRESS:

2040 Godiva St, Lancaster TX 75134

Your written comments are being solicited in the above case. Additional information is available in the Department of Planning at 211 N. Henry Street. The Planning and Zoning Commission will hold a public hearing and take action on the above case at their meeting on **Tuesday, October 5, 2021 at 7:00 pm**. The City Council will hold a public hearing and take action on the above case at their meeting on **Monday, October 25, 2021 at 7:00 pm**. The meeting will be open to the public; meeting details will be provided on the agenda which will be posted online at <https://www.lancaster-tx.com/133/Planning-Zoning-Commission> at least 72 hours prior to the meeting's date.

Please legibly respond in ink. If the signature and/or address are missing, your comments will not be recorded. Your response must be received in the Planning Division by 5 p.m. on **Monday, September 27, 2021** for your comments to be recorded for the Planning and Zoning Commission's meeting. Responses received after that time will be forwarded to the Commission at the public hearing.

If you have any questions concerning this request,
please contact the Planning Division
Phone 972-218-1315
FAX 972-218-3616

RETURN BY FAX OR MAIL

City of Lancaster
Planning Division
211 N Henry St
Lancaster, TX 75146-0940

48 Notices were mailed on 9/17/2021

P.O. Box 940 | Lancaster | Texas | 75146 | 972.218.1300 | www.lancaster-tx.com



September 23, 2020

City of Lancaster Planning Division

211 N Henry St

Lancaster TX, 75148

RE: Notice of Public Hearing-Case No. Z 21-20

To Whom it May Concern,

I am in receipt of your letter dated 09/17/2021, concerning the above referenced hearing and case. You requested that we provide a response to the proposal. I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

Once again, the City of Lancaster is up to the same deceptive tactics. Sending out a notice at the last minute and giving people two days to respond. I guess we have to fight this every year.

This area is over populated as it is. I oppose. Wintergreen Street is a death trap, traffic and congestion has increased significantly. Narrow streets, no lights and don't forget the speeding that occurs.

The detention and pond/open space we have is not managed or taken care of now. We don't want another one where trash and weeds continue to pile up.

It appears this is the same builder that attempted to build apartments last year. I believe the proposed homes will be low income based. NO THANK YOU!

The City of Lancaster continues to fail this community. If it were predominately white, I don't think it would even be considered. In black communities, you stack houses on top of each other, and do not make adjustments for traffic or create new roads. Nor welcome new proposals for new stores, community parks, urgent care/hospitals facilities, or restaurants.

Take a look at the posts on the Next-Door app about crime in this community. It has increased, yet we haven't had a public meeting about that. Our property taxes continue to rise and nothing in this area has improved. Funny how we never get a Notice of Public hearing mailed to our home about all the warehouses that just keeps coming.

Go build your 41 low- income homes somewhere else or consider them building **near your home and neighborhood.**

Sincerely,

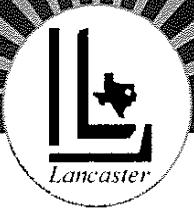


Reginald & Tera Daniels

2040 Godiva St

Lancaster, TX 75134

Ph: 214-532-0195



CITY OF LANCASTER

SHINING STAR OF TEXAS

Development Services - Planning

Date: 9/17/2021



NOTICE OF PUBLIC HEARING

TO: Property Owner

RE: **Case No. – Z 21-20:** to conduct a public hearing and consider a zoning change from Agricultural Open District (AO) to Single-family Residential District (SF-5) for the property addressed as 1801 West Wintergreen Road and located south of Anderson Farms Subdivision and north of Wintergreen Road. The property is approximately 8.833 acres out of a tract of land situated in the W. Fleming Survey, Abstract No. 466, in the City of Lancaster, Dallas County, Texas.

LOCATION: The property is located south of Anderson Farms Subdivision and north of Wintergreen Road.

EXPLANATION OF REQUEST: A zoning change request from AO to SF-5. The applicant is proposing 41 single-family homes and a detention pond/open space.



I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS:

SIGNATURE: Felicia Roberson

ADDRESS: 2008 Godiva Street Lancaster TX 75134

Your written comments are being solicited in the above case. Additional information is available in the Department of Planning at 211 N. Henry Street. The Planning and Zoning Commission will hold a public hearing and take action on the above case at their meeting on **Tuesday, October 5, 2021 at 7:00 pm.** The City Council will hold a public hearing and take action on the above case at their meeting on **Monday, October 25, 2021 at 7:00 pm.** The meeting will be open to the public; meeting details will be provided on the agenda which will be posted online at <https://www.lancaster-tx.com/133/Planning-Zoning-Commission> at least 72 hours prior to the meeting's date.

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CITY OF LANCASTER

SHINING STAR OF TEXAS

Development Services - Planning

Date: 9/17/2021



NOTICE OF PUBLIC HEARING

TO: Property Owner

RE: **Case No. - Z 21-20:** to conduct a public hearing and consider a zoning change from Agricultural Open District (AO) to Single-family Residential District (SF-5) for the property addressed as 1801 West Wintergreen Road and located south of Anderson Farms Subdivision and north of Wintergreen Road. The property is approximately 8.833 acres out of a tract of land situated in the W. Fleming Survey, Abstract No. 466, in the City of Lancaster, Dallas County, Texas.

LOCATION: The property is located south of Anderson Farms Subdivision and north of Wintergreen Road.

EXPLANATION OF REQUEST: A zoning change request from AO to SF-5. The applicant is proposing 41 single-family homes and a detention pond/open space.



I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS:

we have already spoken and now you back again with the same old trick! We can't get in our yards because of GUN FIRE, robbery mostly every night. "HELL NAW TO THE NAW NAW NAW" I like you but I'm tired of these kind of tricks. you know TRICKS ARE

SIGNATURE:

For Kids:

ADDRESS:

My last words THY JESUS DON'T FRY ME, cause I'll get a Communion together to vote you ALL out.

Your written comments are being solicited in the above case. Additional information is available in the Department of Planning at 211 N. Henry Street. The Planning and Zoning Commission will hold a public hearing and take action on the above case at their meeting on Tuesday, October 5, 2021 at 7:00 pm. The City Council will hold a public hearing and take action on the above case at their meeting on Monday, October 25, 2021 at 7:00 pm. The meeting will be open to the public; meeting details will be provided on the agenda which will be posted online at <https://www.lancaster-tx.com/133/Planning-Zoning-Commission> at least 72 hours prior to the meeting's date.

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CITY OF LANCASTER

SHINING STAR OF TEXAS

Development Services - Planning

Date: 9/17/2021



NOTICE OF PUBLIC HEARING

TO: Property Owner

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LOCATION: The property is located south of Anderson Farms Subdivision and north of Wintergreen Road.

EXPLANATION OF REQUEST: A zoning change request from AO to SF-5. The applicant is proposing 41 single-family homes and a detention pond/open space.



I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS:

I will sale my home. and leave Anderson Farm

SIGNATURE:

Deane Manning

ADDRESS:

1908 Frederick

Your written comments are being solicited in the above case. Additional information is available in the Department of Planning at 211 N. Henry Street. The Planning and Zoning Commission will hold a public hearing and take action on the above case at their meeting on **Tuesday, October 5, 2021 at 7:00 pm.** The City Council will hold a public hearing and take action on the above case at their meeting on **Monday, October 25, 2021 at 7:00 pm.** The meeting will be open to the public; meeting details will be provided on the agenda which will be posted online at <https://www.lancaster-tx.com/133/Planning-Zoning-Commission> at least 72 hours prior to the meeting's date.

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FAX

TO: City of Lancaster Planning Division FROM: Patricia Jones

FAX: 972-218-1315 FAX: 214-942-2980

PHONE: 972-218-3616 PHONE: 214-674-4710

SUBJECT: Public Hearing Case #Z21-20 DATE: Sept. 27, 2021

COMMENTS: Please see the attached 2 pages.



CITY OF LANCASTER

SHINING STAR OF TEXAS

Development Services - Planning

Date: 9/17/2021



NOTICE OF PUBLIC HEARING

TO: Property Owner

RE: **Case No. – Z 21-20:** to conduct a public hearing and consider a zoning change from Agricultural Open District (AO) to Single-family Residential District (SF-5) for the property addressed as 1801 West Wintergreen Road and located south of Anderson Farms Subdivision and north of Wintergreen Road. The property is approximately 8.833 acres out of a tract of land situated in the W. Fleming Survey, Abstract No. 466, in the City of Lancaster, Dallas County, Texas.

LOCATION: The property is located south of Anderson Farms Subdivision and north of Wintergreen Road.

EXPLANATION OF REQUEST: A zoning change request from AO to SF-5. The applicant is proposing 41 single-family homes and a detention pond/open space.

☐ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:
☒ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS:

Please see attached

SIGNATURE: *Patricia Jones*

ADDRESS: *2028 Godiva Street LANCASTER, TEXAS 75134*

Your written comments are being solicited in the above case. Additional information is available in the Department of Planning at 211 N. Henry Street. The Planning and Zoning Commission will hold a public hearing and take action on the above case at their meeting on **Tuesday, October 5, 2021 at 7:00 pm.** The City Council will hold a public hearing and take action on the above case at their meeting on **Monday, October 25, 2021 at 7:00 pm.** The meeting will be open to the public; meeting details will be provided on the agenda which will be posted online at <https://www.lancaster-tx.com/133/Planning-Zoning-Commission> at least 72 hours prior to the meeting's date.

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CITY OF LANCASTER CITY COUNCIL

Planning & Zoning Commission

Item 12.

Meeting Date: 10/05/2021

Policy Statement: This request supports the City Council 2021-2022 Policy Agenda

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

Submitted by: Bester Munyaradzi, Senior Planner

Agenda Caption:

Z21-20 Conduct a public hearing and consider a change in zoning from Agricultural Open District (AO) to Single-family Residential District (SF-5) for the property addressed as 1801 West Wintergreen Road located south of Anderson Farms Subdivision and north of West Wintergreen Road. The property is a tract of land situated in the W. Fleming Survey, Abstract No. 466, in the City of Lancaster, Dallas County, Texas.

Background:

1. **Location and Size:** The property is located south of Anderson Farms Subdivision and north of Wintergreen Road and is approximately 8.892 acres in size.
2. **Current Zoning:** The subject parcel is currently zoned Agricultural Open.
3. **Adjacent Properties:**
North: Planned Development - Single Family Residential (PD-SF-4) - Single family homes
South: Single Family Residential (SF-2) - Single family homes
East: Single Family Residential (SF-6) - Vacant land
West: Planned Development - Single Family Residential (PD-SF-4) - Single family homes
4. **Comprehensive Plan Compatibility:** The Future Land Use Plan of the Comprehensive Plan designates this site as suitable for Suburban Neighborhood uses. The proposed zoning district is consistent with the Future Land Use Plan of the Comprehensive Plan.
5. **Case History/Background:**

Date	Body	Action
06/02/2020	P&Z	Z20-06 Postponed to the June 9, 2020 P&Z meeting
06/09/2020	P&Z	Z20-06 Recommended denial of the zoning change request
06/22/2020	CC	Z20-06 Denied the zoning change request

Operational Considerations:

This is a request to rezone the subject parcel from Agricultural Open (AO) to Single-family Residential District (SF-5). The current zoning only allows for single-family detached homes, farming, and ranching-related activities and accessory uses on five (5) or more acres. The subject property is currently vacant and requires a zoning change from AO to SF-5 in order to develop 41 single-family homes on the site. Access to the properties will be from Wintergreen Road on the north, Wintergreen Road on the south, and future Chapman Drive on the east of this site. Lots 2-9 Block 3 will have access to future Chapman Drive. The lots on the west would use the existing public alley to serve Lots 1-12 Block 1 on the west as shown on the zoning exhibit. There will be one (1) detention pond/open space.

Pursuant to Section 14.1101 of the Lancaster Development Code (LDC), when reviewing a zoning change application, there are five (5) considerations that must be made when deciding on a zoning change application. Following is an analysis of these considerations:

Consistency with the Comprehensive Plan: The City's Future Land Use Plan of the Comprehensive Plan identifies this site as suitable for Suburban Neighborhood uses. The Future Land Use Plan states that, "Suburban neighborhoods will continue to be the dominant place type in Lancaster providing a variety of residential products ranging from townhomes to single family detached. These neighborhoods would generally be formed as subdivisions with residential densities ranging from 2-8 dwelling units per acre." The proposed density is five (5) units per acre. Although the proposed density is within the range indicated in the Comprehensive Plan, the requested density is not consistent with City Council Goals and Objectives which advocates for "low density, high-quality single family residential development." Low-density developments include densities ranging from 1 to 2 units per acre. The extent of this development includes lots, streets, and a detention pond. There are no visible amenities (except a detention pond/open space) that could enhance this project into a "high-quality development". Possible amenities may include parks, trails, community centers, community gardens, and the provision of a gated community.

Potential Impact on Adjacent Development: This subject property is surrounded by residential neighborhoods on the north, west, and south sides. The property to the east is vacant and is zoned Single Family Residential (SF-6). Most of the adjacent properties are built out with single family homes. In past City Council Work Sessions, the Council has expressed a desire to move away from the traditional neighborhoods that already existing in Lancaster. This proposed project is similar to the density and layouts that already exist in Lancaster.

Availability of utilities and access: The subject property is served by City of Lancaster water and sewer. The applicant will be responsible for connecting to those utilities. Access to this site would be provided from Wintergreen Road on the north and south of the property.

Timing of Development as it relates to Lancaster's Capital Improvement Plan (CIP): The Master Thoroughfare Plan (MTP) identifies Wintergreen Road on the south side of the property as 60 feet Rural Collector. There is approximately 84 feet of rights-of-way on Wintergreen Road. Chapman Drive is a proposed 60 feet Urban Collector that is proposed to extend to the north on the east side of the site; the applicant will therefore be responsible for dedicating 30 feet of the ROW for the proposed Chapman Drive.

Site conditions such as vegetation, topography, and flood plain: The subject property is currently undeveloped. Upon construction of this site, factors such as vegetation, topography and flood plain issues will be addressed as part of the plat and civil engineering process and more specifically during the civil review before construction.

Based upon an analysis of the five (5) considerations that must be taken into consideration when reviewing a change in zoning application, the proposed zoning change request to SF-5 is not appropriate as the proposed zoning district allows a dense residential development that is inconsistent with the City

Council's Goals and Objectives to promote next level housing. In addition, the proposed development lacks desirable amenities as there is only one (1) detention pond/open space proposed in the entire development. The proposed detention pond/open space is not proportional to the proposed density of the development. As such, staff recommends denial of the request to rezone to SF-5 for reasons noted.

Legal Considerations:

This item is being considered at a Planning and Zoning Commission meeting noticed in accordance with the Texas Open Meetings Act.

Public Information Considerations:

On September 19, 2021, a notice for this public hearing appeared in the Focus Daily Newspaper. Staff also mailed 47 notifications of this public hearing to property owners within 200 feet of the subject site and zoning signs were placed on the property. There were five (5) letters received in opposition and no letters received in support of this request.

Options/Alternatives:

1. The Planning and Zoning Commission may recommend approval of the zoning change request, as presented.
2. The Planning and Zoning Commission may recommend approval with changes and state those changes.
3. The Planning and Zoning Commission may recommend denial of the request.

Recommendation:

Staff recommends denial of the rezoning request as presented.

Attachments

Location Map

Zoning Exhibit

Letter of Intent

Letters in Opposition (5)

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting

8.

Meeting Date: 10/25/2021

Policy Statement: This request supports the City Council 2021-2022 Policy Agenda

Goal(s): Financially Sound Government

Submitted by: Michael Delmore, Interim Director of Finance

Agenda Caption:

Discuss and consider an ordinance authorizing the issuance of the "City of Lancaster, Texas General Obligation Refunding Bonds, Series 2021" and other matters related thereto.

Background:

Hilltop Security, the City's Financial Advisors, advise that based upon current market conditions, the City can refund ("refinance") some of its existing debt for interest savings. The bond issues that will be refinanced are the 2011 Certificates of Obligation and the 2012 General Obligation Refunding Bonds. Together, the amount of the bonds to be refinanced are \$7,165,000 and the bonds are outstanding at an average interest rate of 3.36%. Based upon current projections, the new refunding bonds are anticipated to be issued at 1.35%. The reissuance bonds will total \$7,320,000 with an interest payment and reissuance costs included in the total. The final maturity of the existing debt will not be extended. City Council will receive a presentation from Hilltop Security with results from the bidding process and bond savings from the reissuance.

Note the bond will **NOT** be rated. The City's current outstanding tax supported debt is rated "AA" by S&P Global Ratings, a division of S&P Global Inc and "Aa3" by Moody's Investor Service.

Operational Considerations:

Approving this ordinance authorizes the City to issue General Obligation Refunding Bond Series 2021 to be utilized to pay off a portion of existing debt for debt service savings.

Legal Considerations:

The ordinance has been prepared and approved as to form by West and Associates, LLP, the City's Bond Counsel.

Public Information Considerations:

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

Fiscal Impact:

The refunding of this debt will not impact the City's tax rate. All fees are included in the debt issuance; no additional funds will need to be budgeted. Bond issuance costs are paid at closing from the proceeds of the bond issued.

Options/Alternatives:

1. City Council may approve the ordinance as presented.
2. City Council may deny the ordinance.

Recommendation:

Staff recommends approval of the ordinance authorizing the issuance of City of Lancaster, Texas, General Obligation Refunding Bonds, Series 2021 in an approximate amount of \$7,320,000 for refunding a portion of the City's outstanding debt.

Attachments

Bond Ordinance

CERTIFICATE FOR ORDINANCE

NO. _____

THE STATE OF TEXAS §

COUNTY OF DALLAS §

CITY OF LANCASTER §

We, the undersigned officers of the City of Lancaster, Texas (the “City”), hereby certify as follows:

1. The City Council of the City convened in a regular meeting on October 25, 2021, at the regular meeting place thereof, within the City, and the roll was called of the duly constituted officers and members of the City Council, to wit:

Clyde C. Hairston	Mayor
Racheal Hill	Mayor Pro-Tem
Stanley Jaglowski	Deputy Mayor Pro Tem
Carol Strain-Burk	Councilmember
Marco Mejia	Councilmember
Keithsha C. Wheaton	Councilmember
Betty Gooden-Davis	Councilmember

and all of such persons were present, except _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

ORDINANCE AUTHORIZING THE ISSUANCE OF THE CITY OF LANCASTER, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021; AND OTHER MATTERS RELATED THERETO

(the “Ordinance”) was duly introduced for the consideration of the City Council and read in full. It was then duly moved and seconded that the Ordinance be adopted and, after due discussion, such motion, carrying with it the adoption of the Ordinance, prevailed and carried by the following vote:

AYES: ____

NAYS: ____

ABSTENTIONS: ____

2. That a true, full and correct copy of the Ordinance adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that the Ordinance has been duly recorded in the City Council’s minutes of such meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the City Council’s minutes of

such meeting pertaining to the adoption of the Ordinance; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the City Council as indicated therein; that each of the officers and members of the City Council was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and subject of the aforesaid meeting, and that the Ordinance would be introduced and considered for adoption at such meeting, and each of such officers and members consented, in advance, to the holding of such meeting for such purpose; that such meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of such meeting was given as required by the Open Meetings Law, Chapter 551, Texas Government Code.

IN WITNESS WHEREOF, I have hereunto signed my name officially and affixed the seal of said City, this the 25th day of October, 2021.

ATTEST:

By: _____
Sorangel O. Arenas, City Secretary

By: _____
Clyde C. Hairston, Mayor

(Seal)

ORDINANCE NO. _____

ORDINANCE AUTHORIZING THE ISSUANCE OF THE CITY OF LANCASTER, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021; AND OTHER MATTERS RELATED THERETO

THE STATE OF TEXAS §
COUNTY OF DALLAS §
CITY OF LANCASTER §

WHEREAS, it is deemed necessary and advisable that the bonds hereinafter authorized be issued and delivered pursuant to Chapter 1207, Texas Government Code; and

WHEREAS, there are presently outstanding the following obligations of the City of Lancaster, Texas (the “Issuer”):

City of Lancaster, Texas Tax and Waterworks and Sewer System Surplus Revenue Certificates of Obligation, Series 2011 dated September 15, 2011 (the “2011 Refunded Obligations”)

City of Lancaster, General Obligation Refunding Bonds, Series 2012 dated May 31, 2012 (the “2012 Refunded Obligations” and together with the 2011 Refunded Obligations, the “Refunded Obligations”); and

WHEREAS, the Issuer now desires to refund all of the outstanding Refunded Obligations; and

WHEREAS, Chapter 1207, Tex. Gov’t Code (“Chapter 1207”), authorizes the Issuer to issue refunding bonds and to deposit the proceeds from the sale thereof and any other available funds or resources, directly with a trust company or commercial bank, and such deposit, if made before such payment dates and in sufficient amounts, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations; and

WHEREAS, Chapter 1207 permits that the deposit of the proceeds from the sale of the refunding bonds be deposited directly with the paying agent for the Refunded Obligations or any designated escrow agent which is not the depository bank of the Issuer; and

WHEREAS, the City Council of the Issuer hereby finds and declares a public purpose and it is in the best interest of the issuer to refund the Refunded Obligations and deems it advisable to refund the Refunded Obligations in order to provide a present value savings in the debt service payable by the City and that such benefit is sufficient consideration for the refunding of the Refunded Obligations; and

WHEREAS, all the Refunded Obligations mature or are subject to redemption prior to maturity within 20 years of the date of the bonds hereinafter authorized; and

WHEREAS, the 2011 Refunded Obligations are callable on any date, at a price of par plus accrued interest to the date of redemption; and

WHEREAS, the Issuer has determined to call the 2011 Refunded Obligations for redemption on November 23, 2021; and

WHEREAS, the 2012 Refunded Obligations are callable on February 15, 2022, at a price of par plus accrued interest to the date of redemption; and

WHEREAS, the Issuer has determined to call the 2012 Refunded Obligations for redemption on February 15, 2022; and

WHEREAS, the bonds hereafter authorized are being issued and delivered pursuant to Chapter 1207; and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Chapter 551, Texas Government Code.

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

Section 1. Definitions. Unless the context shall indicate a contrary meaning or intent, the terms below defined, for all purposes of this Ordinance, or any Ordinance amendatory or supplemental hereto, shall be construed, are used, and are intended to have meanings as follows:

“City Council” means the City Council of the Issuer.

“Bonds” means the “City of Lancaster, Texas General Obligation Refunding Bonds, Series 2021,” dated November 15, 2021, authorized by this Ordinance. “Bonds” shall mean and include collectively the Bond initially issued and delivered pursuant to this Ordinance and all substitute Bonds exchanged therefor, as well as all other substitute Bonds and replacement Bonds issued pursuant hereto.

“Bond Counsel” means West & Associates, L.L.P., or such other firm of attorneys of nationally recognized standing in the field of law relating to municipal bonds selected by the Issuer.

“Business Day” means any day that is not a Saturday, Sunday, legal holiday, or a day on which banking institutions in the State or in the city where the Paying Agent/Registrar is located are authorized by law or executive order to close.

“City” means the City of Lancaster, Texas, a municipal corporation and political subdivision of the State.

“Code” means the Internal Revenue Code of 1986, and any amendments thereto.

“Issuer” means the City of Lancaster, Texas, a municipal corporation and political subdivision of the State.

“Ordinance” means this ordinance and all amendments hereof and supplements hereto.

“Paying Agent/Registrar” means the bank, trust company, financial institution or other entity so named in accordance with the provisions of Section 5 of this Ordinance.

“Purchaser” means the initial purchaser of the Bonds designated in Section 18 of this Ordinance.

“Registered Owner” means the registered owner of the Bonds from time to time as shown in the books kept by the Paying Agent/Registrar as bond registrar and transfer agent.

“Special Tax Counsel” means Orrick, Herrington & Sutcliffe LLP, or such other firm of attorneys of nationally recognized standing in the field of law relating to municipal bonds selected by the Issuer.

“State” means the State of Texas.

Section 2. Recitals, Amount, and Purpose of the Bonds. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The Bonds are hereby authorized to be issued and delivered in the maximum aggregate principal amount of **\$7,320,000** for the purpose of providing funds to refund the Refunded Obligations and paying costs of issuing the Bonds.

Section 3. Designation, Date, Denominations, Numbers, and Maturities of Bonds. Each Bond issued pursuant to this Ordinance shall be designated: “CITY OF LANCASTER, TEXAS GENERAL OBLIGATION REFUNDING BOND, SERIES 2021,” and initially there shall be issued, sold and delivered hereunder one fully registered Bond, without interest coupons, with the Bonds being dated November 15, 2021, and with any Bond issued in replacement thereof being in the denomination and principal amount of **\$7,320,000** (or such amount as remains outstanding from time to time taking into account the installment payments of the Bond by the Issuer) and numbered consecutively from **R-1** upward, payable to the registered owner thereof, or to the registered assignee or assignees of said bonds or any portion or portions thereof (in each case, the “Registered Owner”), and said bonds shall mature and be payable in the amounts and on the dates specified in the FORM OF BONDS set forth in this Ordinance.

The term “Bonds” as used in this Ordinance shall mean and include collectively the bond initially issued and delivered pursuant to this Ordinance and all substitute bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant hereto, and the term “Bond” shall mean any of the Bonds.

Section 4. Interest. The Bonds shall bear interest from the Delivery Date specified in the FORM OF BONDS set forth in this Ordinance to the date of maturity, or redemption prior

to maturity, if permitted, of the Bonds, at the rate of ____%. Said interest shall be payable in the manner provided, and on the dates stated in the FORM OF BONDS set forth in this Ordinance.

Section 5. Characteristics of the Bonds. (a) Registration, Transfer, Conversion and Exchange; Authentication. The Issuer shall keep or cause to be kept at the office of _____ (the "Paying Agent/Registrar"), books or records for the registration of the transfer of the Bonds (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations and transfers as herein provided within three days of presentation in due and proper form. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of the Bonds to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of the Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration and transfer of a substitute Bond. Registration of assignments and transfers of the Bonds shall be made in the manner provided and with the effect stated in the FORM OF BONDS set forth in this Ordinance. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

Except with respect to the initial Bond, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign said Bond, and no such Bond shall be deemed to be issued or outstanding unless such Bond is so executed. The Paying Agent/Registrar promptly shall cancel a Bond surrendered for transfer or the Bond when paid in full. No additional ordinances, orders or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing transfer of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution and delivery of the substitute Bond in the manner prescribed herein. Pursuant to Subchapter D, Chapter 1201, Texas Government Code, the duty of transfer of the Bond as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Bond, said Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bond that initially was issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(b) Payment of Bonds and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Bonds and shall properly and accurately record all payments on the Bonds on the Registration Books and shall keep proper records of all transfers of Bonds, and all replacements of Bonds, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and

for thirty (30) days thereafter, a new record date for such interest payment (a “Special Record Date”) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of the Registered Owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(c) In General. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the Registered Owner thereof, (ii) may be transferred and assigned, (iii) shall have the characteristics, (iv) shall be signed, executed and authenticated, (v) shall be payable with respect to principal and interest, and (vi) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF BONDS set forth in this Ordinance. The Bond initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in exchange for any Bond the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR’S AUTHENTICATION BOND, in the form set forth in the FORM OF BONDS.

(d) Redemption Prior to Maturity. The Issuer reserves the right, at its option, to redeem Bonds in whole or from time to time in part, in integral multiples of \$5,000, on any date on and after **August 15, 2030** at par plus accrued interest on the principal amounts called for redemption to the date fixed for redemption. If less than all the Bonds are to be redeemed, the Issuer shall select the Bonds to be redeemed.

(e) Notice. Notice of any redemption, identifying the Bonds or portions thereof to be redeemed, shall be sent by United States mail, first class, postage prepaid, to the Registered Owners thereof at their addresses as shown on the Register, not less than thirty (30) days before the date fixed for such redemption. By the date fixed for redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the redemption price of the Bonds called for redemption. If such notice of redemption is given, and if due provision for such payment is made, all as provided above, the Bonds which are to be so redeemed thereby automatically shall be redeemed prior to their scheduled maturities, they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the purpose of being paid with the funds so provided for such payment.

(f) Substitute Paying Agent/Registrar. The Issuer covenants with the Registered Owner of the Bonds that at all times while the Bonds are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Ordinance, and that the Paying Agent/Registrar will be one entity. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 40 days written notice to the Paying Agent/Registrar, to be effective not later than 30 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or

otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to the Registered Owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(g) Limitation on Transfers. Notwithstanding any provision of this Ordinance to the contrary, the Bonds may be transferred only in whole, and the Bonds may not be transferred to any person, firm or other entity, unless prior to such transfer the Registered Owner of the Bonds obtains and delivers to the Issuer a certificate, executed by the person, firm or other entity to whom the Bonds are to be transferred (the "Transferee") and in form acceptable to the Issuer, certifying that: (A) the Transferee is an "accredited investor" within the meaning of Regulation D promulgated by the Securities and Exchange Commission under the Securities Act of 1933, as amended, or a state or national bank organized under the laws of the United States; (B) the Transferee has sufficient knowledge and experience in financial and business matters, including purchase and ownership of tax-exempt municipal obligations, to be able to evaluate the economic risks and merits of the investment represented by the purchase of the Bonds; (C) the Transferee has made its own inquiry and analysis with respect to the Bonds and the security therefor, and other material factors affecting the security and payment of the Bonds, and has not relied upon any statement by the Issuer's financial consultants or legal advisors in connection with such inquiry or analysis or in connection with the offer and sale of the Bonds; (D) the Transferee has either been furnished with or has had access to all necessary information that it desires in order to enable it to make an informed decision concerning the investment evidenced by the Bonds, and the Transferee has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the purpose for which the proceeds of the Bonds will be utilized, and the security therefor, so that it has been able to make an informed decision to purchase the Bonds; (E) the Transferee is purchasing the Bonds for its own account and not with a view to, and with no then present intention of, distributing or reselling the Bonds or any part thereof and that in the event the Transferee sells or otherwise disposes of the Bonds that such sale or disposition shall be made only to an investor described in (A), above, and that such investor shall execute and provide to the Transferee and to the Issuer a certificate as required by and to the effect provided in this subsection; and (F) the Transferee further acknowledges that it is responsible for consulting with its advisors concerning any obligations, including, but not limited to, any obligations pursuant to federal and state securities and income tax laws, it may have with respect to subsequent purchasers of the Bonds if and when any such future disposition of the Bonds may occur. Upon receipt and acceptance of said certificate, the Issuer shall notify the Paying Agent/Registrar in writing that the requirements of this section have been satisfied and the name of the person, firm or other entity to whom the Bonds are to be transferred.

(h) Closing. On the closing date, the initial Bond No. R-1 representing the entire principal amount of the Bonds, payable to the Purchaser, executed by manual or facsimile signature of the Mayor and City Secretary of the Issuer, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, and with the date of delivery inserted thereon by the Paying Agent/Registrar, will be delivered to the Purchaser or its designee.

Section 6. Form of Bonds. The form of the Bonds, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Bond initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as provided in Exhibit A hereto, with such appropriate variations, omissions, or insertions as are permitted or required by this Ordinance.

Section 7. Interest and Sinking Fund. A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the Issuer at an official depository bank of the Issuer. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the Issuer and shall be used only for paying the interest on and principal of the Bonds. All ad valorem taxes levied and collected for and on account of the Bonds shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any part of the Bonds is outstanding and unpaid, the governing body of the Issuer shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on the Bonds as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal installments of the Bonds as such principal matures or is subject to mandatory sinking fund redemption (but never less than 2% of the original amount of the Bonds as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of the Issuer, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the Issuer, for each year while any part of the Bonds are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Bonds, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law.

Section 8. Remedies of Registered Owner. In addition to all rights and remedies of any Registered Owner of the Bonds provided by the laws of the State of Texas, the Issuer and the City Council covenant and agree that in the event the Issuer defaults in the payments of the principal of or interest on the Bonds when due, or fails to make the payments required by this Ordinance, the Registered Owner of the Bonds shall be entitled to a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the City Council and other officers of the Issuer to observe and perform any covenant, obligation or condition prescribed in this Ordinance. No delay or omission by any Registered Owner to exercise any right or power accruing to him upon default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right or power may be exercised from time to time and as often as may be deemed expedient. The specific remedies mentioned in this

Ordinance shall be available to the Registered Owner of the Bonds and shall be cumulative of all other existing remedies.

Section 9. Use of Bond Proceeds. The proceeds of the issuance of the Bonds shall be deposited in a special account of the Issuer and used for the purposes for which the Bonds are hereby authorized to be issued, including but not limited to the delivery of proceeds of the Bonds in amounts sufficient to redeem and retire the Refunded Obligations to the paying agent (the “Old Paying Agent”) with respect to the Refunded Obligations. From the existing interest and sinking fund for the Refunded Obligations or other available funds of the Issuer there shall be transferred to make a cash deposit to refund the Refunded Obligations the amount of \$0.00.

Section 10. Notice of Redemption of Refunded Obligations. The Issuer hereby directs that the Refunded Obligations be called for redemption prior to maturity at the redemption price of par plus accrued interest on the redemption date provided in the notice of redemption. The Old Paying Agent is hereby directed to make appropriate arrangements so that the Refunded Obligations may be redeemed on such redemption date. The Old Paying Agent is directed to mail the appropriate notice of redemption as required by the ordinance authorizing the Refunded Obligations.

Section 11. Security for Funds. All deposits authorized or required by this Ordinance shall be secured to the fullest extent required by law for the security of public funds.

Section 12. Issuer Officers’ Duties. (a) The Mayor is hereby instructed and directed to do any and all things necessary in reference to the issuance of the Bonds and to make money available for the payment of the Bonds in the manner provided by law and this Ordinance.

(b) The Mayor, Mayor Pro Tem and City Secretary are authorized to execute the Bonds on behalf of the Issuer and to do any and all things proper and necessary to carry out the intent hereof.

Section 13. Defeasance of Bonds. (a) The Bonds and the interest thereon shall be deemed to be paid, retired, and no longer outstanding (“Defeased Bonds”) within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Bonds, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the “Future Escrow Agreement”) for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as Bonds shall be deemed to be Defeased Bonds hereunder, as aforesaid, such Bonds and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the tax herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities.

Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem the Defeased Bonds that is made in conjunction with the payment arrangements specified in (i) or (ii) above in this paragraph shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Bonds for redemption; (2) gives notice of the reservation of that right to the Registered Owners of the Defeased Bonds immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer also be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Bonds may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in (i) or (ii) of paragraph (a) of this Section. All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Bonds, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term "Defeasance Securities" means (i) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of the purchase thereof are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the Issuer adopts or approves the proceedings authorizing the financial arrangements are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent.

(d) Until the Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bond the same as if it had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

Section 14. Damaged, Mutilated, Lost, Stolen, or Destroyed Bonds. (a) Replacement Bonds. In the event a Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new Bond of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bond. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Bond shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Bond, the Registered Owner applying for a replacement Bond shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Bond, the Registered Owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Bond, as the case may be. In every case of damage or mutilation of a Bond, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event a Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of or interest on the Bonds, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bond. Prior to the issuance of a replacement Bond, the Paying Agent/Registrar shall charge the Registered Owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement Bond issued pursuant to the provisions of this Section by virtue of the fact that the Bond is lost, stolen, or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen, or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance.

(e) Authority for Issuing Replacement Bond. In accordance with Subchapter B, Chapter 1206, Texas Government Code, this Section shall constitute authority for the issuance of any such replacement Bond without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such Bond is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bond in the form and manner and with the effect, as provided in Section 5(a) of this Ordinance for Bond issued in conversion and exchange for other Bond.

Section 15. Custody, Approval, and Registration of Bonds. The Mayor of the Issuer is hereby authorized to have control of the Bonds issued and delivered hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bonds said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bonds, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Bonds. The approving legal opinion of the Issuer's Bond Counsel, Special Tax Counsel, and the assigned CUSIP numbers, if any, may, at the option of the Issuer, be printed on the Bonds issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Bonds. In addition, if bond insurance is obtained, the Bonds may bear an appropriate legend as provided by the insurer.

The obligation of the initial purchaser to accept delivery of the Bonds is subject to the initial purchaser being furnished with the final opinion of West & Associates, L.L.P., Bond Counsel to the Issuer, and Orrick, Herrington & Sutcliffe LLP, Special Tax Counsel to the Issuer, which opinions shall be dated as of and delivered on the date of initial delivery of the Bonds to the initial purchaser.

Section 16. Tax Exemption. The City intends that the interest on the Bonds shall be excludable from gross income of the owners thereof for federal income tax purposes pursuant to Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended, (the “Code”) and all applicable temporary, proposed and final regulations (the “Regulations”) and procedures promulgated thereunder and applicable to the Bonds. For this purpose, the City covenants that it will monitor and control the receipt, investment, expenditure and use of all gross proceeds of the Bonds (including all property, the acquisition, construction or improvement of which is to be financed directly or indirectly with the proceeds of the Bonds) and take or omit to take such other and further actions as may be required by Sections 103 and 141 through 150 of the Code and the Regulations to cause the interest on the Bonds to be and remain excludable from the gross income, as defined in Section 61 of the Code, of the owners of the Bonds for federal income tax purposes. Without limiting the generality of the foregoing, the City shall comply with each of the following covenants:

(i) The City will use all of the proceeds of the Bonds to (i) pay the principal of, premium, if any, and interest on the Refunded Obligations and (ii) to pay the costs of issuing the Bonds;

(ii) The City will not directly or indirectly take any action or omit to take any action, which action or omission would cause the Bonds or the Refunded Obligations to constitute “private activity bonds” within the meaning of Section 141(a) of the Code.

(iii) Principal of and interest on the Bonds will be paid solely from ad valorem taxes collected by the City, investment earnings on such collections, and as available, proceeds of the Bonds;

(iv) Based upon all facts and estimates now known or reasonably expected to be in existence on the date the Bonds are delivered, the City reasonably expects that the proceeds of the Bonds and the Refunded Obligations (to the extent any of such proceeds remain unexpended) will not be used in a manner that would cause the Bonds or the Refunded Obligations or any portion thereof to be “arbitrage bonds” within the meaning of Section 148 of the Code;

(v) At all times while the Bonds are outstanding, the City will identify and properly account for all amounts constituting gross proceeds of the Bonds in accordance with the Regulations. The City will monitor the yield on the investments of the proceeds of the Bonds and, to the extent required by the Code and the Regulations, will restrict the yield on such investments to a yield which is not materially higher than the yield on the Bonds. To the extent necessary to prevent the Bonds from constituting “arbitrage bonds,” the City will make such payments as are necessary to cause the yield on all

yield-restricted nonpurpose investments allocable to the Bonds to be less than the yield that is materially higher than the yield on the Bonds;

(vi) The City will not take any action or knowingly omit to take any action, if taken or omitted, would cause the Bonds to be treated as “federally guaranteed” obligations for purposes of Section 149(b) of the Code;

(vii) The City represents that not more than fifty percent (50%) of the proceeds of any new money issue refunded by the Refunded Obligations was invested in nonpurpose investments (as defined in Section 148(f)(b)(A) of the Code) having a substantially guaranteed yield for four years or more within the meaning of Section 149(g)(3)(A)(ii) of the Code, and the City reasonably expected at the time each issue of the Refunded Obligations was issued that at least eighty-five percent (85%) of the spendable proceeds of the Refunded Obligations would be used to carry out the governmental purpose of such Bonds within the corresponding three-year period beginning on the respective dates of the Bonds or the Refunded Obligations.

(viii) The City will take all necessary steps to comply with the requirement that certain amounts earned by the City on the investment of the gross proceeds of the Bonds, if any, be rebated to the federal government. Specifically, the City will (i) maintain records regarding the receipt, investment and expenditure of the gross proceeds of the Bonds as may be required to calculate such excess arbitrage profits separately from records of amounts on deposit in the funds and accounts of the City allocable to other obligations of the City or moneys which do not represent gross proceeds of any obligations of the City and retain such records for at least six years after the day on which the last outstanding Bond is discharged, (ii) account for all gross proceeds under a reasonable, consistently applied method of accounting, not employed as an artifice or device to avoid, in whole or in part, the requirements of Section 148 of the Code, including any specified method of accounting required by applicable Regulations to be used for all or a portion of the gross proceeds, (iii) calculate, at such times as are required by applicable Regulations, the amount of excess arbitrage profits, if any, earned from the investment of the gross proceeds of the Bonds and (iv) timely pay, as required by applicable Regulations, all amounts required to be rebated to the federal government. In addition, the City will exercise reasonable diligence to assure that no errors are made in the calculations required by the preceding sentence and, if such an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter, including payment to the federal government of any delinquent amounts owed to it, including interest thereon and penalty.

(ix) The City will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Bonds that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in smaller profit or a larger loss than would have resulted if such arrangement had been at arm’s length and had the yield on the issue not been relevant to either party

(x) The City will timely file or cause to be filed with the Secretary of the Treasury of the United States the information required by Section 149(e) of the Code with respect to the Bonds on such form and in such place as the Secretary may prescribe.

(xi) The City will not issue or use the Bonds as part of an “abusive arbitrage device” (as defined in Section 1.148-10(a) of the Regulations). Without limiting the foregoing, the Bonds are not and will not be a part of a transaction or series of transactions that attempts to circumvent the provisions of Section 148 of the Code and the Regulations, by (i) enabling the City to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, or (ii) increasing the burden on the market for tax-exempt obligations.

(xii) Proper officers of the City charged with the responsibility for issuing the Bonds are hereby directed to make, execute and deliver certifications as to facts, estimates or circumstances in existence as of the Delivery Date and stating whether there are facts, estimates or circumstances that would materially change the City’s expectations. On or after the Delivery Date, the City will take such actions as are necessary and appropriate to assure the continuous accuracy of the representations contained in such certificates.

(xiii) The covenants and representations made or required by this Section are for the benefit of the Registered Owners and any subsequent Registered Owner, and may be relied upon by the Registered Owner and any subsequent Registered Owner and bond counsel to the City.

In complying with the foregoing covenants, the City may rely upon an unqualified opinion issued to the City by nationally recognized bond counsel that any action by the City or reliance upon any interpretation of the Code or Regulations contained in such opinion will not cause interest on the Bonds to be includable in gross income for federal income tax purposes under existing law.

Notwithstanding any other provision of this Ordinance, the City’s representations and obligations under the covenants and provisions of this Section shall survive the defeasance and discharge of the Bonds for as long as such matters are relevant to the exclusion of interest on the Bonds from the gross income of the owners for federal income tax purposes.

Section 17. Qualified Tax Exempt Obligations. The City hereby designates the Bonds as “qualified tax-exempt obligations” as defined in Section 265(b)(3) of the Code. With respect to such designation, the City represents the following: (a) that during the calendar year 2021, the City (including all entities which issue obligations on behalf of the City) has not designated nor will designate obligations, which when aggregated with the Bonds, will result in more than \$10,000,000 of “qualified tax-exempt obligations” being issued and (b) that the City has examined its financing needs for the calendar year 2021 and reasonably anticipates that the amount of bonds, leases, loans or other obligations, together with the Bonds and any other tax-exempt obligations heretofore issued by the City (plus those of all entities which issue obligations on behalf of the City) during the calendar year 2021, when the higher of the face

amount or the issue price of each such tax-exempt obligation issued for the calendar year 2021 by the City is taken into account, will not exceed \$10,000,000.

Section 18. Sale of Bonds. The Bonds are hereby sold at the purchase price of **\$7,320,000** and shall be delivered to _____ (the “Purchaser”), subject to the provisions of Section 2 hereof. It is hereby officially found, determined, and declared that the terms of this sale are the most advantageous reasonably obtainable. The Bonds shall initially be registered in the name of the Purchaser or its designee.

Section 19. Further Procedures. The Mayor, Mayor Pro-tem, City Secretary and City Manager and all other officers, employees and agents of the Issuer, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar, substantially in the form attached hereto as **Exhibit B**, and all other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Bonds and the sale of the Bonds. In case any officer whose signature shall appear on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 20. No Continuing Disclosure Undertaking. The sale of the Bonds is exempt from Securities and Exchange Commission Rule 15c2-12. Consequently, the Issuer makes no undertaking with respect to such Rule or with respect to the provision of on-going financial and operating data.

Section 21. Method of Amendment. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The Issuer may from time to time, without the consent of the Registered Owner, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the Registered Owner, (ii) grant additional rights or security for the benefit of the Registered Owner, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the Registered Owner, (v) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (iv) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be materially inconsistent with the provisions of this Ordinance and that shall not, in the opinion of nationally recognized bond counsel, materially adversely affect the interests of the Registered Owner.

(b) Except as provided in paragraph (a) above, the Registered Owner shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of the Registered Owner, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or the Bonds so as to:

- (i) Make any change in the maturity of the Bonds;
 - (ii) Reduce the rate of interest borne by the Bonds;
 - (iii) Reduce the amount of the principal of, or redemption premium, if any, payable on the Bonds;
 - (iv) Modify the terms of payment of principal or of interest on the Bonds or impose any condition with respect to such payment; or
 - (v) Change the requirement of with respect to Registered Owner consent to such amendment.
- (c) If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall send by U.S. mail to the Registered Owner of the Bonds a copy of the proposed amendment.
- (d) Whenever at any time within one year from the date of mailing of such notice the Issuer shall receive an instrument or instruments executed by the Registered Owner, which instrument or instruments shall refer to the proposed amendment and which shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.
- (e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the Issuer and the Registered Owner of the Bonds shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.
- (f) Any consent given by the Registered Owner of the Bonds pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the such consent and shall be conclusive and binding upon all future Registered Owner of the Bonds during such period. Such consent may be revoked at any time after six months from the date of said consent by the Registered Owner who gave such consent, or by a successor in title, by filing notice with the Issuer.

For the purposes of establishing ownership of the Bonds, the Issuer shall rely solely upon the registration of the ownership of such Bonds on the Registration Books kept by the Paying Agent/Registrar.

Section 22. Effective Date of Ordinance. In accordance with the provisions of Section 1201.028, Texas Government Code, this Ordinance shall be effective immediately upon its adoption by the City Council on first and final reading.

EXHIBIT A

Form of Bonds

THIS BOND MAY BE TRANSFERRED ONLY IN WHOLE, AND TRANSFER OF OWNERSHIP OF THIS BOND IS SUBJECT TO CERTAIN OTHER LIMITATIONS SET FORTH IN THE BOND ORDINANCE. REFERENCE IS HEREBY MADE TO THE BOND ORDINANCE FOR A DESCRIPTION OF SUCH LIMITATIONS.

NO. R-1

**UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF LANCASTER, TEXAS
GENERAL OBLIGATION REFUNDING BOND, SERIES 2021**

**PRINCIPAL
AMOUNT
\$7,320,000**

Interest Rate	Delivery Date	Final Maturity Date
_____ %	November 23, 2021	August 15, 2031

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: SEVEN MILLION THREE HUNDRED TWENTY THOUSAND DOLLARS

THE CITY OF LANCASTER, in Dallas County, Texas (the "Issuer"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner"), the Principal Amount shown above, in installments paid on the dates set forth in the following schedule:

<u>Date</u>	<u>Principal Installment</u>
8/15/2022	
8/15/2023	
8/15/2024	
8/15/2025	
8/15/2026	
8/15/2027	
8/15/2028	
8/15/2029	
8/15/2030	
8/15/2031*	

*final maturity

The Issuer promises to pay interest on each unpaid principal installment hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date set forth above at the Interest Rate per annum specified above. Interest is payable on February 15, 2022, and

semiannually on each August 15 and February 15 thereafter to the date of payment of the principal installment specified above; except that, if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of and interest on this Bond shall be payable to the Registered Owner by check or draft mailed by _____ (the "Paying Agent/Registrar"), to the person in whose name this Bond is registered at the close of business on the Record Date for each payment date, which shall be the fifteenth day (whether or not a business day) of the calendar month next preceding such payment date; provided payment of the final amount due on this Bond shall be made only upon presentation and surrender of this Bond to the Paying Agent/Registrar. In addition, interest and principal may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of the Registered Owner of a Bond appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Bond at the option of the Issuer prior to maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Bond for payment at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the Registered Owner of this Bond that on or before each principal payment date, interest payment date, and accrued interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bond, when due.

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is one of a series of Bonds dated November 15, 2021, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$7,320,000 for the purpose of providing funds to refund the Refunded Obligations (as defined in the Bond Ordinance).

THE ISSUER RESERVES THE RIGHT, at its option, to redeem Bonds in whole or from time to time in part, in integral multiples of \$5,000, on any date after August 15, 2030, at par plus accrued interest on the principal amounts called for redemption to the date fixed for redemption. If less than all the Bonds are to be redeemed, the Issuer shall select the Bonds to be redeemed.

AT LEAST 30 days prior to the date fixed for any optional redemption, but not payment of principal installments (for which no notice shall be required), of the Bond prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, to the Registered Owner of the Bond at its address as it appeared on the Registration Books on the day such notice of redemption is mailed; provided, however, that the failure of the Registered Owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of this Bond. By the date fixed for any such redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bond which are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Bond which is to be so redeemed thereby automatically shall be treated as redeemed prior to its scheduled maturity, and shall not bear interest after the date fixed for redemption, and shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment.

THIS BOND IS issuable solely as a fully registered Bond, without interest coupons, in the denomination of the aggregate principal hereof. As provided in the Bond Ordinance, this Bond may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned and transferred for a like fully registered Bond, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Ordinance. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond to the assignee or assignees in whose name this Bond is to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning and transferring this Bond will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment and transfer, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer (i) during the period commencing with the close of business on any Record Date and ending with the

opening of business on the next following principal or interest payment date, or, (ii) within 15 days prior to a redemption date.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Bond Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owner of the Bonds.

IT IS HEREBY certified, recited, and covenanted that this Bond has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Bond have been performed, existed, and been done in accordance with law; that this Bond is a general obligation of said Issuer, issued on the full faith and credit thereof; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer and have been pledged for such payment, within the limit prescribed by law, all as provided in the Bond Ordinance.

THE ISSUER ALSO HAS RESERVED THE RIGHT to amend the Bond Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the Registered Owner of the Bonds.

BY BECOMING the Registered Owner of this Bond, the Registered Owner thereby acknowledges all of the terms and provisions of the Bond Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Bond Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Bond and the Bond Ordinance constitute a contract between each Registered Owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed with the manual or facsimile signature of the Mayor of the Issuer and countersigned with the manual or facsimile signature of the City Secretary of the Issuer.

CITY OF LANCASTER, TEXAS

Mayor

(SEAL)

COUNTRSIGNED:

City Secretary

[FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE]

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

(To be executed if this Bond is not accompanied by an executed Registration Certificate of the
Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Bond Ordinance described in the text of this Bond; and that this Bond has been issued in replacement of, or in exchange for, a Bond which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: _____

_____,
Paying Agent/Registrar

By _____
Authorized Representative

[FORM OF ASSIGNMENT]

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

Please insert Social Security or Taxpayer
Identification Number of Transferee

(Please print or typewrite name and address,
including zip code, of Transferee)

_____ the
within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints
_____, attorney, to register the transfer of the
within Bond on the books kept for registration thereof, with full power of substitution in the
premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

NOTICE: The signature above must correspond with the name of the registered owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

[FORM OF REGISTRATION CERTIFICATE OF
THE COMPTROLLER OF PUBLIC ACCOUNTS]

COMPTROLLER'S REGISTRATION CERTIFICATE

OFFICE OF THE COMPTROLLER
OF PUBLIC ACCOUNTS
OF THE STATE OF TEXAS

§
§
§

REGISTER NO. _____

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this _____.

Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

EXHIBIT B

Form of Paying Agent/Registrar Agreement

See Tab __

DRAFT

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting

9.

Meeting Date: 10/25/2021

Policy Statement: This request supports the City Council 2021-2022 Policy Agenda

Goal(s): Financially Sound Government
Quality Development

Submitted by: Shane Shepard, Economic Development Director

Agenda Caption:

Discuss and consider a resolution ratifying a grant agreement in an amount not to exceed three hundred eighty-two thousand dollars (\$382,000), with McKinley Packaging Company from funds collected from the one-fourth (1/4) of one (1) percent additional sales and use tax for the promotion and development of new and expanded business enterprises, as authorized by state law.

Background:

This action ratifies the recommendation of the Lancaster Economic Development Corporation (LEDC) to enter into a grant agreement with McKinley Packaging Company to promote new construction and job creation in the City of Lancaster.

McKinley Packaging Company is an integrated paper and packaging company that emphasizes environmentally friendly processes. It currently operates facilities in California, Georgia, Indiana, and Baja California, Mexico. McKinley Company is part of Bio Pappel which is the largest manufacturer of paper and paper products in Mexico and Latin America.

The company plans to build a four hundred fifty thousand (450,000) square foot building located on a 26-acre tract of land located at the northeast corner East Pleasant Run Road and Pinto Road. Construction of the building is expected to be completed by the third quarter of 2023.

The company will invest twenty million dollars (\$20,000,000) in Business Personal Property in the building and twenty million dollars (\$20,000,000) in Real Property. The McKinley Packaging facility will allow the addition of a minimum of one hundred (100) new jobs within three (3) years after completion. Wages will be based on market demand however, jobs paying over forty-three thousand dollars annually (\$43,000) will be incentivized under this agreement.

The maximum grant amount for the project is three hundred eighty-two thousand dollars (\$382,000) as described below:

- **Site Development Grant.** The agreement will allow the developer to be reimbursed for a portion of development costs, associated with the cost of a rail spur in an amount not to exceed three hundred thousand dollars (\$300,000) which must be completed by January 1, 2024.
- **Foreign Trade Zone Application Grant.** The grant will provide funds to reimburse the developer for costs associated with an application for a Foreign Trade Zone Grant, up to twenty thousand dollars (\$20,000). The funds may be used to reimburse the developer for actual expenses incurred and paid for a successful Foreign Trade Zone application. These expenditures must be made by October 1, 2025.
- **Local Hiring Grant.** The grant sets aside up to sixty thousand dollars (\$60,000) to promote the

hiring of Lancaster residents. The total grant amount will be based on the number of Lancaster residents hired and retained for at least two years by the Developer. The Developer will be eligible for a grant of six hundred dollars per each Lancaster resident hired at an annual wage of at least forty-three thousand dollars annually (\$43,000) and retained, up to one hundred employees.

- **Inland Port Transportation Management Association Grant.** The grant provides funds to offset costs related to company participation in the Inland Port Transportation Management Association, in an amount not to exceed two thousand and dollars (\$2,000). The total grant amount will allow the company to be a member of the Inland Port Transportation Management Association for two years.

Operational Considerations:

The administrative elements of monitoring the incentive agreement are well within the scope of staff activities.

Legal Considerations:

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

Public Information Considerations:

This item is being considered at a meeting of the City Council, noticed and held in accordance with the Texas Open Meetings Act. The item was approved at the special meeting of the Lancaster Economic Development Corporation held on October 21st, 2021.

Fiscal Impact:

The total incentive cost will not exceed three hundred eighty-two thousand dollars (\$382,000) over the term of the agreement. Adequate funds are available in the Lancaster Economic Development Corporation fund balance, however, the proposed incentive amount was not included in the current fiscal year budget.

Options/Alternatives:

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

Recommendation:

The Lancaster Economic Development Corporation recommended approval of the item at their October 21, 2021 meeting. Staff concurs with the Lancaster Economic Development Corporation and recommends approval.

Attachments

Resolution

Performance Agreement

Survey

Property Description

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, RATIFYING THE TERMS AND CONDITIONS OF AN ECONOMIC DEVELOPMENT GRANT AGREEMENT BY AND BETWEEN THE LANCASTER ECONOMIC DEVELOPMENT CORPORATION (LEDC) AND MCKINLEY PACKAGING COMPANY; AUTHORIZING THE LEDC TO ENTER INTO A FORMAL AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, McKinley Packaging Company seeks to build a new manufacturing facility on the north side of East Pleasant Run Road west of Pinto Road on a site of approximately 25.5-acres of land, and where a minimum of one hundred (100) people will be employed by October 1, 2026; and

WHEREAS, the Board of Directors of the Lancaster Economic Development Corporation (hereinafter "LEDC") passed and approved Resolution 2021-01-06 on the 21st of October, 2021, that provided for an incentive grant to McKinley Packaging Company; and

WHEREAS, the City of Lancaster and LEDC recognize the importance of their continued role in economic development in the community of Lancaster; and

WHEREAS, the City of Lancaster and LEDC are authorized by state law to issue grants in order to promote local economic development by stimulating the local economy; and

WHEREAS, an Economic Development Grant Agreement containing the terms of the grant of incentives from the LEDC is appropriate.

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

SECTION 1. The City Council of the City of Lancaster, Texas ratifies the October 21, 2021 actions of the Board of Directors of the LEDC approving a Grant Agreement by and between McKinley Packaging Company and the Lancaster Economic Development Corporation, as set forth in and incorporated by reference as Exhibit A.

SECTION 2. The City Council authorizes the LEDC to enter into the Grant Agreement with McKinley Packaging Company.

SECTION 3. That this resolution shall take effect immediately from and after its passage and it is so duly resolved.

PASSED and approved the City Council of the City of Lancaster, Texas on this the 25th day of October, 2021.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

EXHIBIT A
PERFORMANCE AGREEMENT

This **PERFORMANCE AGREEMENT** by and between **MCKINLEY PACKAGING COMPANY** a Delaware corporation (hereinafter referred to as “Developer”), and the **LANCASTER ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as the “LEDC”), is made and executed on the following recitals, terms and conditions.

WHEREAS, LEDC is a Type A economic development corporation operating pursuant to Chapter 504 of the Texas Local Government Code, as amended (also referred to as the “Act”), and the Texas Non-Profit Corporation Act, as codified in the Texas Business Organizations Code, as amended; and

WHEREAS, Section 501.101 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements that are: (1) for the creation or retention of primary jobs; and (2) found by the board of directors to be required or suitable for the development, retention, or expansion of: (A) manufacturing and industrial facilities; (B) research and development facilities; (C) military facilities, including closed or realigned military bases; . . . (F) recycling facilities; . . . (I) distribution centers; (J) small warehouse facilities capable of serving as decentralized storage and distribution centers; (K) primary job training facilities for use by institutions of higher education; or (L) regional or national corporate headquarters facilities”; and

WHEREAS, Section 501.103 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to: (1) streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; (2) telecommunications and Internet improvements . . .”; and

WHEREAS, Section 501.158 of the Texas Local Government Code prohibits the provision of a direct incentive unless LEDC enters into an Agreement with Developer providing at a minimum a schedule of additional payroll or jobs to be created or retained by LEDC’s investment; a schedule of capital investments to be made as consideration for any direct incentives provided by LEDC to Developer; and a provision specifying the terms and conditions upon which repayment must be made should Developer fail to meet the agreed to performance requirements specified in this Agreement; and

WHEREAS, Developer has applied to LEDC for financial assistance to install a rail line spur and/or conduct business-related training at their facility located at on a site north of Pleasant Run Road and west of Pinto Road within the city limits of the City of Lancaster, Texas; (“the Facility”) on real property owned or leased by the Developer (“the Property”) and

WHEREAS, the LEDC’s Board of Directors have determined the financial assistance provided to Developer for Facility operations located on the Property is consistent with and meets

the definition of “project” as that term is defined in Sections 501.101 and 501.103 of the Texas Local Government Code; and the definition of “cost” as that term is defined by Section 501.152 of the Texas Local Government Code; and

WHEREAS, Developer agrees and understands that Section 501.073(a) of the Texas Local Government Code requires the City Council of the City of Lancaster, Texas, to approve all programs and expenditures of LEDC, and accordingly this Agreement is not effective until City Council has approved this Agreement at a City Council meeting called and held for that purpose.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LEDC and Developer agree as follows:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

SECTION 2. TERM.

This Agreement shall be effective as of the Effective Date, as defined herein, and shall continue thereafter until **December 31, 2036**, unless terminated sooner under the provisions hereof.

SECTION 3. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

- (a) **Act.** The word “Act” means Chapters 501 to 505 of the Texas Local Government Code, as amended.
- (b) **Agreement.** The word “Agreement” means this Performance Agreement, together with all exhibits and schedules attached to this Performance Agreement from time to time, if any.
- (c) **Certificate of Occupancy.** The words “Certificate of Occupancy” mean a certificate of occupancy (or its local equivalent) for the shell improvements at the Facility.
- (d) **City.** The word “City” means the City of Lancaster, Texas, a Texas home-rule municipality, whose address for the purposes of this Agreement is 211 N. Henry Street, Lancaster, Texas 75146.
- (e) **Developer.** The word “Developer” means **MCKINLEY PACKAGING COMPANY** a

Delaware corporation, its successors and assigns, whose address for the purposes of this Agreement is 1503 LBJ Freeway, Suite 625, Farmers Branch, TX 75234.

- (f) **Effective Date.** The words “Effective Date” mean the date, following City Council approval of the agreement, that the latter of the City and Developer have executed the Agreement.
- (g) **Event of Default.** The words “Event of Default” mean and include any of the Events of Default set forth below in the section entitled “Events of Default.”
- (h) **Facility.** The word Facility means McKinley Packaging Company’s Box Plant located on the Property. The new building will be a minimum of 450,000 square feet and as will be described and/or depicted in an ***Exhibit B*** to this Agreement, which shall be attached hereto and incorporated herein for all purposes by the Developer at a later date, once Developer finalizes the design phase of the Facility. The term Facility refers to the taxable Improvements on the Property only. In order to qualify as the “Facility” under this Agreement, the facility must meet all of the following criteria: (1) be located within the City; and (2) obtain a Certificate of Occupancy by January 1, 2025 and maintain it throughout the Term of this Agreement; and (3) remain in operation in the City of Lancaster for at least three (3) years following the disbursement of funds under this Agreement.
- (i) **Full-Time Equivalent Employment Positions.** The words “Full-Time Equivalent Employment Position(s)” mean a job requiring a minimum of One Thousand Nine Hundred Twenty (1,920) hours of work averaged over a twelve-month period with such hours also to include any vacation and sick leave, and with an employee base average annual wages of forty-three thousand and no/100 dollars (\$43,000) or more.
- (j) **LEDC.** The word “LEDC” means the Lancaster Economic Development Corporation, a Texas non-profit corporation, its successors and assigns, whose corporate address for the purposes of this Agreement is P.O. Box 940, Lancaster, Texas 75146.
- (k) **Property.** The word “Property” means the approximately 26.03-acre tract or tracts of land in the northwest corner of East Pleasant Run Road and Pinto Road, and as generally described and/or depicted in ***Exhibit A*** to this Agreement.
- (l) **Term.** The word “Term” means the term of this Agreement as specified in Section 2 of this Agreement.

SECTION 4. AFFIRMATIVE COVENANTS OF DEVELOPER.

Developer covenants and agrees with LEDC that, while this Agreement is in effect, it shall comply with the following terms and conditions:

- (a) **Occupation of Facility.** Developer covenants and agrees to occupy the Facility by

January 1, 2025.

- (b) **Certificate of Occupancy.** Developer covenants and agrees to obtain or cause to be obtained a Certificate of Occupancy from the City for the Facility located on the Property by **January 1, 2025.**
- (c) **Operation of Facility.** Developer covenants and agrees to maintain and actively operate the Facility located on the Property beginning no later than January 1, 2025 and for a period of no less than three (3) years following the disbursement of funds under this Agreement.
- (d) **Full-Time Equivalent Employment Positions.** Developer covenants and agrees to establish not fewer than one hundred (100) new Full-Time Equivalent Employment Positions at the Facility on or before the City's Fiscal Year ("FY" 2026), which commences on October 1, 2026, such positions to be maintained throughout the remaining Term of this Agreement.
- (e) **Payment of City Fees.** Developer covenants and agrees to pay to the City all City-related development fees for the development of the Property, construction of the Facility and for Facility Operations. Those fees include (but may not be limited to) the following: special use permit fees, building permit fees, sign permit fees, plan review fees, plumbing, heating and electrical permit fees, grading permit fees, architectural review fees, variance application fees, and zoning change fees.
- (f) **Provision of Records.** Developer covenants and agrees to provide to City supporting documentation that City may request to demonstrate the costs incurred and paid by Developer related to the payment of taxes and valuation information related to this Agreement. Developer shall supply to City all information related to employment requirements upon initial hiring and annually thereafter. Developer will provide all supporting documentation to City within ninety (90) days of payment of taxes each year.
- (g) **Performance.** Developer agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between Developer and LEDC and between Developer and City.

SECTION 5. AFFIRMATIVE COVENANTS OF LEDC.

LEDC covenants and agrees with the Developer that, while this Agreement is in effect, it shall comply with the following terms and conditions:

- (a) **Site Development Grant.** LEDC covenants and agrees to provide a Site Development Grant of funds of up to **three hundred thousand and no/100 Dollars (\$300,000.00).** The funds may be used to reimburse Developer for actual expenses incurred and paid for a rail

spur located on the Facility; such improvements to be completed by January 1, 2025.

- (b) **Foreign Trade Zone Application Grant.** LEDC covenants and agrees to provide a Foreign Trade Zone Application Grant of funds of up to **twenty thousand and no/100 Dollars (\$20,000.00)**. The funds may be used to reimburse Developer for actual expenses incurred and paid for a successful Foreign Trade Zone application. These expenditures must be made by October 1, 2025.
- (c) **Local Hiring Grant.** LEDC covenants and agrees to provide a Local Hiring Grant of funds of up to **sixty thousand and no/100 Dollars (\$60,000.00)**. The total grant amount will be based on the number of Lancaster residents hired and retained for at least two years by the Developer. The Developer will be eligible for a grant of six hundred dollars per each Lancaster resident hired at an annual wage of at least forty-three thousand (\$43,000) and retained, up to one hundred employees.
- (d) **Inland Port Transportation Management Association Grant.** LEDC covenants and agrees to provide an Inland Port Transportation Management Association Grant of funds of up to **two thousand and no/100 Dollars (\$2,000.00)**. The total grant amount will be allow the company to be a member of the Inland Port Transportation Management Association for two years.
- (e) **Maximum LEDC Payment under this Agreement.** The Parties agree that, notwithstanding anything to the contrary in this Agreement or any other Agreement involving the Facility and/or Property, LEDC's maximum payment to Developer under the terms provided for hereunder (provided all conditions precedent to payment set forth herein are met) shall be **three hundred eighty-two thousand and no/100 dollars (\$382,000.00)**.

SECTION 6. CESSATION OF ADVANCES.

If LEDC has made any commitment to make any advance of financial assistance to Developer, whether under this Agreement or under any other agreement, LEDC shall have no obligation to advance or disburse any financial assistance if: (i) Developer becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged bankrupt; or (ii) an Event of Default occurs and is not cured within the time period provided in Section 8.

SECTION 7. EVENTS OF DEFAULT.

Each of the following shall constitute an Event of Default under this Agreement:

- (a) **General Event of Default.** Failure of Developer or LEDC to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement, or failure of Developer or LEDC to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement by and between Developer and LEDC, or between

Developer and City is an Event of Default.

- (b) **False Statements.** Any warranty, representation, or statement made or furnished to the LEDC by or on behalf of Developer under this Agreement that is false or misleading in any material respect, either now or at the time made or furnished is an Event of Default.
- (c) **Insolvency.** Developer's insolvency, appointment of receiver for any part of Developer's property, any assignment for the benefit of creditors of Developer, any type of creditor workout for Developer, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer is an Event of Default.
- (d) **Ad Valorem Taxes.** Developer allows its ad valorem taxes owed to the City to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure within thirty (30) days after written notice thereof from LEDC and/or Dallas County Central Appraisal District is an Event of Default.
- (e) **Operations.** Developer will maintain its Facility within the City of Lancaster in full operations for not less than three (3) years after the disbursement of funds under this Agreement. Failure to do so will cause a non-remediable Event of Default and all funds disbursed under this Agreement will be returned to LEDC within thirty (30) days.

SECTION 8. EFFECT OF AN EVENT OF DEFAULT.

In the event of default under Section 7 (a)-(d) of this Agreement, the non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to cure a monetary default and ninety (90) days to cure a non-monetary default. Should said default remain uncured as of the last day of the applicable cure period, and the non-defaulting party is not otherwise in default, the non-defaulting party shall have the right to immediately terminate this Agreement, enforce specific performance as appropriate, or maintain a cause of action for damages caused by the event(s) of default. In the event, Developer defaults and is unable or unwilling to cure said default within the prescribed time period, the amounts provided by LEDC to Developer pursuant to Section 5 of this Agreement, shall become immediately due and payable by Developer to the LEDC.

SECTION 9. INDEMNIFICATION.

TO THE EXTENT ALLOWED BY LAW, EACH PARTY AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER (AND ITS OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMAND, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO OR RESULTING FROM

ITS PERFORMANCE UNDER THIS AGREEMENT, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS AGREEMENT.

SECTION 10. TERMINATION.

Provided that LEDC has not yet disbursed any incentives, as set forth in Section 5 herein, Developer shall have the right to terminate this Agreement, if it determines, at its sole discretion, that it will not be feasible to continue with the development of the Property and construction of the Facility. Developer shall promptly notify LEDC. This Agreement shall then terminate upon such notification, and neither party shall have any further obligations to the other party.

SECTION 11. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Dallas County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts or federal courts for Dallas County, Texas.
- (c) **Assignment.** This Agreement may not be assigned without the express written consent of the other party.
- (d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. Developer warrants and represents that the individual or individuals executing this Agreement on behalf of Developer has full authority to execute this Agreement and bind Developer to the same. LEDC warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.
- (e) **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.
- (f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same

document.

- (g) **Force Majeure.** It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.
- (h) **Notices.** Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested. The parties agree to keep the other party or parties informed of their address at all times during the Term of this Agreement. The Notices shall be addressed as follows:
- | | |
|------------------|--|
| if to Developer: | McKinley Packaging Company
1503 LBJ Freeway, Suite 625
Farmers Branch, TX 75234
Attn: Anthony Garcia
Telephone: 972-354-3609 |
| if to LEDC: | Lancaster Economic Development Corporation
P.O. Box 940
Lancaster, Texas 75146
Attn: Shane Shepard
Telephone: 972-218-1314 |
- (i) **Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.
- (j) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.
- (k) **Undocumented Workers.** Developer certifies that the Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of

the public subsidy provided under this Agreement plus interest, at the rate of six percent (6%), not later than the 120th day after the date LEDC notifies Developer of the violation.

- (l) In accordance with Section 2252.152 of the Texas Government Code (as added by Tex. S.B. 252, 85th Leg., R.S. (2017)), the Parties covenant and agree that Developer is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
- (m) **Estoppel Certificate.** Upon written request by Developer to LEDC, LEDC will provide Developer with a certificate stating, as of the date of the certificate, (i) whether this Agreement is in full force and effect and, if Developer is in breach of this Agreement, the nature of the breach, and (ii) a statement as to whether this Agreement has been amended and, if so, the identity and substance of each amendment.

[The Remainder of this Page Intentionally Left Blank]

DEVELOPER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS PERFORMANCE AGREEMENT, AND DEVELOPER AGREES TO ITS TERMS. THIS PERFORMANCE AGREEMENT IS EFFECTIVE AS OF THE EFFECTIVE DATE AS DEFINED HEREIN.

DEVELOPER:

MCKINLEY PACKAGING COMPANY
a Delaware corporation

By: _____

Name: _____

[Title]: _____

Date Signed: _____

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on the _____ day of _____, 2021 by _____, _____ of McKinley Packaging Company a Delaware corporation, on behalf of said corporation.

Notary Public, State of Texas

LEDC:

***LANCASTER ECONOMIC
DEVELOPMENT CORPORATION,***
a Texas non-profit corporation

By: _____

Ted Burke,
President

Date Signed: _____

ATTEST:

Shane Shepard, Assistant Board Secretary

STATE OF TEXAS

§

§

COUNTY OF DALLAS

§

This instrument was acknowledged before me on the _____ day of _____ 2021, by Ted Burke, President of the Lancaster Economic Development Corporation, a Texas non-profit corporation, on behalf of said Texas corporation.

Notary Public, State of Texas

Exhibit A

[Legal Description and/or Depiction of Property]

Exhibit B

[Facility – Site Plan]

EXHIBIT
BEING 25.5 ACRES IN THE
SAMUEL KELLER SURVEY, ABSTRACT NO. 721
CITY OF LANCASTER, DALLAS COUNTY, TEXAS

BEING a tract of land situated in the Samuel Keller Survey, Abstract No. 721, City of Lancaster, Dallas County, Texas and being a portion of a called 46.886 acre tract of land designated as "Tracts 1 and 2" described in the Special Warranty Deed to WHL DALLAS 45 LLC, recorded in Instrument No. 201200092264, Official Public Records, Dallas County, Texas (OPRDCT), a portion of a called 23.484 acre tract of land described in the Special Warranty Deed to WHL DALLAS 45 LLC recorded in Instrument No. 201200339917, OPRDCT, and a portion of a called 23.484 acre tract of land described in the Special Warranty Deed to WHL DALLAS 45 LLC recorded in Instrument No. 201200339916, OPRDCT, and being more particularly described as follows:

BEGINNING at the south end of a corner clip at the intersection of the north right-of-way line of Pleasant Run Road (a 130-foot right-of-way) with the west right-of-way line of Pinto Road (a called 40' right-of-way as shown on plat recorded in Volume 90244, Page 1827, DRDCT, said corner clip being dedicated by Instrument No. 201800132776, OPRDCT), and being in the south line of said 46.886 acre tract;

THENCE South 89°22'16" West, along said north right-of-way line, a distance of 1,158.64 feet;

THENCE North 01°02'18" West, over and across said 23.484 acre tract (Instrument No. 201200339916, OPRDCT), a distance of 943.91 feet;

THENCE North 89°21'46" East, over and across said 23.484 acre tract (Instrument No. 201200339916, OPRDCT), said 23.48 acre tract (Instrument No. 201200339917, OPRDCT), and said 46.886 acre tract, a distance of 1,174.90 feet to a point being 20 feet west of the west right-of-way line of said Pinto Road;

THENCE South 01°00'17" East, continuing over and across said 46.886 acre tract, 20 feet west of and parallel to said west right-of-way line, a distance of 928.38 feet to a point in said corner clip;

THENCE South 44°12'37" West, along said corner clip, a distance of 22.14 feet to the **POINT OF BEGINNING** and containing a computed are of 25.5 acres of land, more or less.

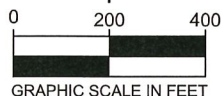
NOTES:

A sketch was prepared on even date to accompany this description.

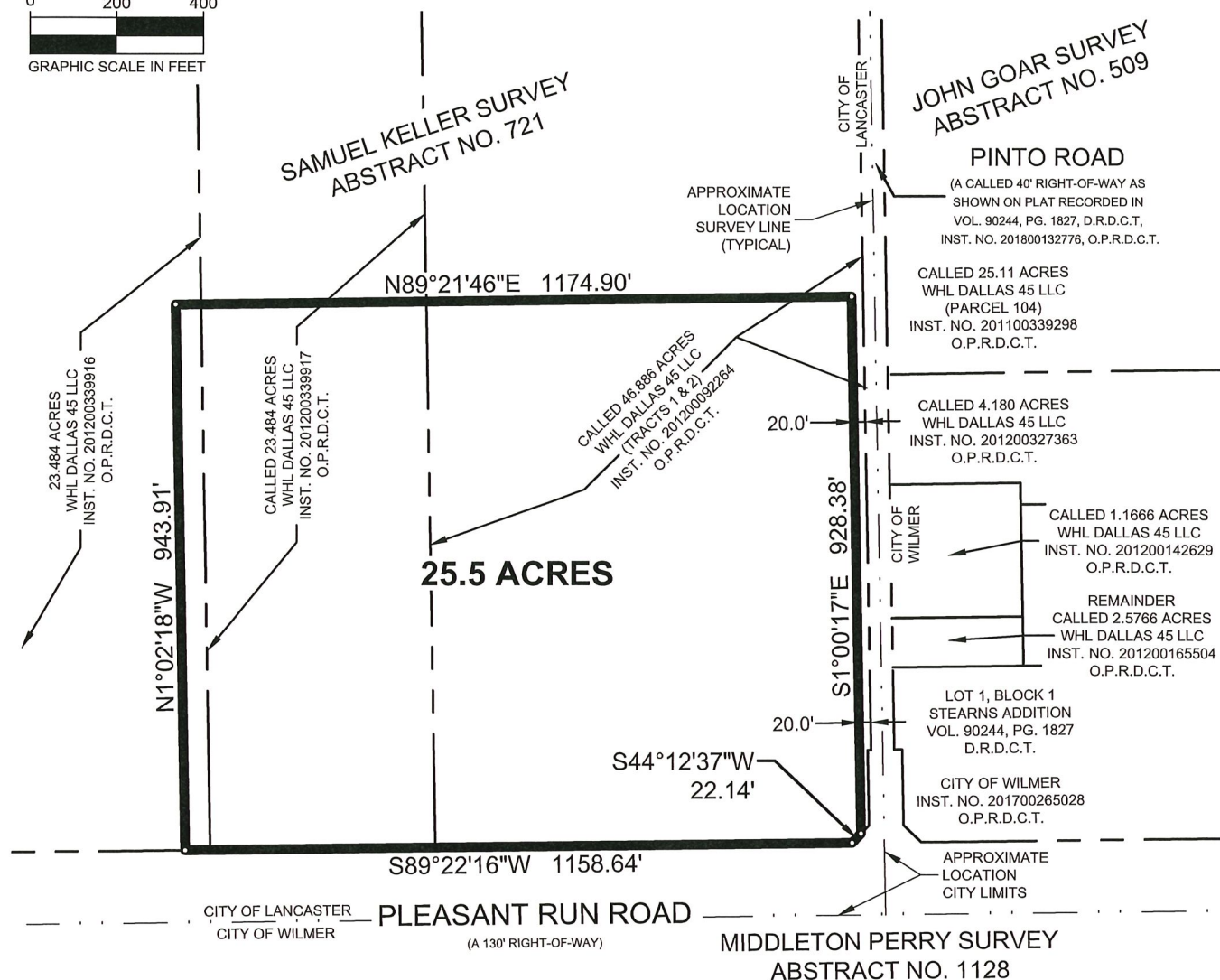
This document was prepared under 22 TAC §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. All dimensions shown are ground distances.

<h1>Kimley»Horn</h1>					
13455 Noel Road, Two Galleria Office Tower, Suite 700, Dallas, Texas 75240			Tel. No. (972) 770-1300 Fax No. (972) 239-3820		
FIRM # 10115500					
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	BJE	DJD	OCT. 2021	064450808	1 OF 2



BEING 25.5 ACRES IN THE
SAMUEL KELLER SURVEY, ABSTRACT NO. 721
DALLAS COUNTY, TEXAS



P.O.B. = POINT OF BEGINNING
D.R.D.C.T. = DEED RECORDS OF
DALLAS COUNTY, TEXAS
O.P.R.D.C.T. = OFFICIAL PUBLIC
RECORDS, DALLAS COUNTY, TEXAS



DAVID J. De WEIRD
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5066
david.deweirdt@kimley-horn.com

A description was prepared on even date to accompany this sketch.

This document was prepared under 22 TAC §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. All dimensions shown are ground distances.

Kimley»»Horn

13455 Noel Road, Two Galleria Office
Tower, Suite 700, Dallas, Texas 75240

FIRM # 10115500

Tel. No. (972) 770-1300
Fax No. (972) 239-3820

<u>Scale</u>	<u>Drawn by</u>	<u>Checked by</u>	<u>Date</u>	<u>Project No.</u>	<u>Sheet No.</u>
1" = 500'	BJE	DJD	OCT. 2021	064450808	2 OF 2

EXHIBIT
BEING 25.5 ACRES IN THE
SAMUEL KELLER SURVEY, ABSTRACT NO. 721
CITY OF LANCASTER, DALLAS COUNTY, TEXAS

BEING a tract of land situated in the Samuel Keller Survey, Abstract No. 721, City of Lancaster, Dallas County, Texas and being a portion of a called 46.886 acre tract of land designated as "Tracts 1 and 2" described in the Special Warranty Deed to WHL DALLAS 45 LLC, recorded in Instrument No. 201200092264, Official Public Records, Dallas County, Texas (OPRDCT), a portion of a called 23.484 acre tract of land described in the Special Warranty Deed to WHL DALLAS 45 LLC recorded in Instrument No. 201200339917, OPRDCT, and a portion of a called 23.484 acre tract of land described in the Special Warranty Deed to WHL DALLAS 45 LLC recorded in Instrument No. 201200339916, OPRDCT, and being more particularly described as follows:

BEGINNING at the south end of a corner clip at the intersection of the north right-of-way line of Pleasant Run Road (a 130-foot right-of-way) with the west right-of-way line of Pinto Road (a called 40' right-of-way as shown on plat recorded in Volume 90244, Page 1827, DRDCT, said corner clip being dedicated by Instrument No. 201800132776, OPRDCT), and being in the south line of said 46.886 acre tract;

THENCE South 89°22'16" West, along said north right-of-way line, a distance of 1,158.64 feet;

THENCE North 01°02'18" West, over and across said 23.484 acre tract (Instrument No. 201200339916, OPRDCT), a distance of 943.91 feet;

THENCE North 89°21'46" East, over and across said 23.484 acre tract (Instrument No. 201200339916, OPRDCT), said 23.48 acre tract (Instrument No. 201200339917, OPRDCT), and said 46.886 acre tract, a distance of 1,174.90 feet to a point being 20 feet west of the west right-of-way line of said Pinto Road;

THENCE South 01°00'17" East, continuing over and across said 46.886 acre tract, 20 feet west of and parallel to said west right-of-way line, a distance of 928.38 feet to a point in said corner clip;

THENCE South 44°12'37" West, along said corner clip, a distance of 22.14 feet to the **POINT OF BEGINNING** and containing a computed are of 25.5 acres of land, more or less.

NOTE: This document was prepared under 22 TAC §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

BEARING BASIS: All bearings are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. All dimensions shown are ground distances.

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting

10.

Meeting Date: 10/25/2021

Policy Statement: This request supports the City Council 2021-2022 Policy Agenda

Goal(s): Financially Sound Government
Quality Development

Submitted by: Shane Shepard, Director of Economic Development

Agenda Caption:

Discuss and consider a resolution approving a Chapter 380 Economic Development Agreement by and between the City of Lancaster, Texas and McKinley Packaging Company.

Background:

McKinley Packaging Company is an integrated paper and packaging company that emphasizes environmentally friendly processes. It currently operates facilities in California, Georgia, Indiana, and Baja California, Mexico. McKinley Company is part of Bio Pappel which is the largest manufacturer of paper and paper products in Mexico and Latin America.

The company plans to build a four hundred fifty thousand (450,000) square foot building located on a 25.5-acre tract of land located at the northeast corner East Pleasant Run Road and Pinto Road. Construction of the building is expected to be completed by the third quarter of 2023.

The company plans to invest forty million dollars (\$40,000,000) in the project - twenty million dollars (\$20,000,000) in Business Personal Property and twenty million dollars (\$20,000,000) in Real Property. The McKinley Packaging Company facility will allow the addition of a minimum of one hundred (100) new jobs within three (3) years after completion.

This agreement allows for various financial incentives, as described below:

- **Business Personal Property Tax.** This agreement allows the City of Lancaster to make Program Payments to Developer for a portion of ad valorem taxes paid by the Developer to the City for Business Personal Property for a period not to exceed ten (10) years. The first year of the Program Payments pursuant to this Section 5(a)(1) of this Agreement shall be the first tax year that: (A) begins after new (to the Property) Business Personal Property (that is, BPP introduced into the Facility after the Effective Date of this Agreement) is fully assessed by the taxing authorities at a minimum taxable value of twenty million dollars (\$20,000,000.00) of increased BPP ad valorem value (over the baseline value for the tax year immediately before the Effective Date of this Agreement); (B) the one hundred (100) new Full-Time Equivalent Employment Positions described in Section 4(f) of this Agreement are filled; and (C) evidence is provided showing that no outstanding fees or taxes are owed to City. Provided that the minimum taxable value of BPP exceeds twenty million dollars (\$20,000,000), Program Payments shall be a rebate of sixty-five percent (65%) of City property taxes paid. The rebate rate increases to a maximum of seventy percent (70%) if the Company hires employees earning over sixty thousand dollars (\$60,000) annually. Bonus incentive upon fulfilling the conditions as follows: for every twenty-five (25) Full-Time Equivalent Employment Positions that (1) pay more than sixty-thousand (\$60,000.00) dollars per year in annual salary or wages, and (2) which are filled by a City of

Lancaster resident at least two (2) consecutive years, the Developer shall be eligible for an additional one percent (1%) rebated on BPP taxes paid, up to a cumulative total of one hundred and twenty-five (125) Full-Time Equivalent Employment Positions and a total bonus incentive of five percent (5%).

- **Real Property Tax.** This agreement allows the City of Lancaster to make Program Payments to Developer for forty-five percent (45%) of ad valorem taxes paid by the Developer for City of Lancaster Real Property Taxes for a period not to exceed five (5) years. The first year of the Program Payment pursuant to this Section 5(a)(3) of this Agreement begins after new Real Property value (that is, tax valuation introduced into the Facility after the Effective Date of this Agreement) is fully assessed by the taxing authorities at a minimum of twenty million dollars (\$20,000,000.00) of increased taxable ad valorem value over the baseline value for the tax year immediately before the Effective Date of this Agreement; (B) the one hundred (100) new Full-Time Equivalent Employment Positions described in Section 4(f) of this Agreement are filled; and (C) evidence is provided showing that no outstanding fees or taxes are owed to City.
- **Sales Tax on Equipment and Construction Material.** Provided that: (1) the Developer has obtained a Certificate of Occupancy for the Facility by January 1, 2025; (2) the valuation thresholds set forth in Section 4(g) are satisfied; and (3) all other Affirmative Obligations of the Developer set forth in Section 4 are met; the City shall reimburse fifty percent (50%) of the City's 1 percent (1%) sales tax collected on (i) materials handling and operations equipment; and (2) construction materials for the Facility for purchases that are sourced to the City of Lancaster in accordance with Texas sales tax law.

Operational Considerations:

The company will annually submit receipts for BPP and RP tax payments in order to exercise the grant. Within sixty (60) days of verification of payment, the City will remit eligible rebate amounts outlined in the agreement, provided that all contractual contingencies are satisfied.

The company will submit evidence of sales tax payments sourced to the City of Lancaster for equipment and construction materials covered by this agreement for verification by City staff.

Legal Considerations:

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

Public Information Considerations:

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

Fiscal Impact:

Based on the estimated value added capital investment submitted by the company, new property tax collections for the Facility (BPP and Real property) for the next ten years will be approximately three million eighty thousand dollars (\$3,080,000), of which incentive rebates are estimated to be approximately one million three hundred forty-seven thousand five hundred dollars (\$1,347,500).

Assuming that sixty percent (60%) of BPP expenditures are sourced to the City of Lancaster that were likely to be sourced elsewhere without this agreement, anticipated new sales tax revenues are estimated to be four hundred eighty thousand dollars (\$480,000), of which incentive rebates are estimated to be one hundred twenty thousand dollars (\$120,000).

Options/Alternatives:

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

Recommendation:

Staff recommends approval of the resolution as presented.

Attachments

Resolution

Agreement

Survey

Property Description

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING A CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF LANCASTER, TEXAS AND MCKINLEY PACKAGING COMPANY; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, McKinley Packaging Company seeks to build a new manufacturing facility on the north side of East Pleasant Run Road west of Pinto Road on a site of approximately 25.5-acres of land, and where a minimum of one hundred (100) people will be employed by October 1, 2026; and

WHEREAS, the City of Lancaster ("City") recognizes the importance of business and community development to the vitality and growth of Lancaster; and

WHEREAS, the City desires to grant certain economic development incentives to McKinley Packaging Company for the purpose of constructing the manufacturing facility within the City of Lancaster; and

WHEREAS, the City has adopted programs for promoting economic development, and an Economic Development Agreement and the economic development incentives set forth herein are given and provided by the City pursuant to and in accordance with those programs; and

WHEREAS, the City is authorized by Chapter 380 of the Texas Local Government Code to issue grants in order to promote local economic development by stimulating the local economy; and

WHEREAS, the Agreement containing the terms of the grant of incentives from the City is appropriate.

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

SECTION 1. The City Council of the City of Lancaster, Texas approves a Chapter 380 Economic Development Incentive Agreement by and between the City of Lancaster and McKinley Packaging Company, attached as Exhibit "A" and incorporated herein.

SECTION 2. The City Council authorizes the City Manager to execute the Chapter 380 Economic Development Program and Agreement between the City of Lancaster and McKinley Packaging Company.

SECTION 3. This Resolution shall take effect immediately from and after the date of passage and as provided by law.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 25th day of October, 2021.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

EXHIBIT A
CITY OF LANCASTER, TEXAS
AND
MCKINLEY PACKAGING COMPANY

**CHAPTER 380 ECONOMIC DEVELOPMENT
PROGRAM AND AGREEMENT**

This **CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AND AGREEMENT** (hereinafter referred to as the "Agreement") is made and entered into by and between the **CITY OF LANCASTER, TEXAS**, a Texas home-rule municipality (hereinafter referred to as the "City"), and **MCKINLEY PACKAGING COMPANY**, a Delaware corporation (hereinafter referred to as the "Developer"), for the purposes and considerations stated below:

WHEREAS, the Developer desires to enter into this Agreement pursuant to Chapter 380 of the Texas Local Government Code; and

WHEREAS, the City desires to provide, pursuant to Chapter 380 of the Texas Local Government Code an incentive to Developer to develop the Property as defined below; and

WHEREAS, the City possesses the legal and statutory authority under Chapter 380 of the Texas Local Government Code to expend public funds for the purposes of promoting local economic development and stimulating business and commercial activity within the City of Lancaster, Texas; and

WHEREAS, the City has determined that a grant of funds to the Developer will serve the public purpose of promoting local economic development, with the development and diversification of the economy of the State and City, will eliminate unemployment and underemployment in the State and City, and will enhance business and commercial activity within the City of Lancaster, Texas; and

WHEREAS, the City has concluded and hereby finds that this Agreement clearly promotes economic development in the City of Lancaster, Texas, and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code, and further, is in the best interests of the City and the Developer; and

WHEREAS, the City has concluded and hereby finds that this Agreement clearly promotes economic development in the City of Lancaster, Texas, and, as such, meets the requirements of Article III, Section 52-a of the Texas Constitution by assisting in the development and diversification of the economy of the State, by eliminating unemployment or underemployment in the State, and by the development or expansion of commerce within the State.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer agree as follows:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

SECTION 2. TERM.

This Agreement shall be effective as of the Effective Date of this Agreement, as defined herein, and shall continue thereafter until December 31, 2036, unless otherwise terminated pursuant to the terms of this Agreement.

SECTION 3. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

- (a) **Agreement.** The word “Agreement” means this Chapter 380 Economic Development Program and Agreement, authorized by Chapter 380 of the Texas Local Government Code, together with all exhibits and schedules attached to this Agreement from time to time, if any.
- (b) **Certificate of Occupancy.** The words “Certificate of Occupancy” mean a certificate of occupancy (or its local equivalent) for the Facility.
- (c) **City.** The word “City” means the City of Lancaster, Texas, a Texas home-rule municipality. For the purposes of this Agreement, City’s address is P.O. Box 940, Lancaster, Texas 75146.
- (d) **Developer.** The word “Developer” means McKinley Packaging Company whose address for the purposes of this Agreement is 1503 LBJ Freeway, Suite 625, Farmers Branch, TX 75234.
- (e) **Effective Date.** The words “Effective Date” mean the date, following City Council approval of the agreement, that the latter of the City and Developer Have executed the Agreement.
- (f) **Event of Default.** The words “Event of Default” mean and include any of the Events of Default set forth in the section entitled “Events of Default” in this Agreement.
- (g) **Facility.** The word “Facility” means Developer’s Box Plant facility constructed on the Property. The new building will be a minimum of 450,000 square feet. The term Facility refers to the taxable Improvements on the Property only. In order to qualify as the “Facility” under this Agreement, the facility must meet all of the following criteria: (1) be located within the City; and (2) obtain a Certificate of Occupancy by January 1, 2025 and maintain it throughout the Term of this Agreement.

- (h) **Full-Time Equivalent Employment Positions.** The words “Full-Time Equivalent Employment Position(s)” mean a job requiring a minimum of One Thousand Nine Hundred Twenty (1,920) hours of work averaged over a twelve-month period with such hours also to include any vacation and sick leave, and with an employee base average annual wages of forty-three thousand and no/100 dollars (\$43,000) or more.
- (i) **Program Payment.** The words “Program Payment” mean the economic development funds provided by the City to Developer in accordance with this Agreement. Program Payments will be made in the form of tax rebates as described in more detail in Section 5(a) of this Agreement.
- (j) **Property.** The word “Property” means Developer’s 26.03-acre tract of land located in the City of Lancaster, Dallas County, Texas, located generally on a site north of East Pleasant Run Road and west of Pinto Road, and more particularly described and or depicted in ***Exhibit A*** to this Agreement.
- (k) **Term.** The word “Term” means the term of this Agreement as specified in Section 2 of this Agreement.

SECTION 4. AFFIRMATIVE OBLIGATIONS OF DEVELOPER.

The Developer covenants and agrees with City that, while this Agreement is in effect, it shall comply with the following terms and conditions:

- (a) **Occupation of Facility.** Developer covenants and agrees to continue occupying the Facility during the term of this Agreement.
- (b) **Certificate of Occupancy.** Developer covenants and agrees to obtain or maintain a City Certificate of Occupancy for the Facility located on the Property on or before January 1, 2025, and to maintain the Certificate of Occupancy throughout the Term of this Agreement.
- (c) **Operation of Facility.** Developer covenants and agrees to construct, and then maintain and actively operate the Facility located on the Property during the Term of this Agreement.
- (d) **Performance.** Developer covenants and agrees to perform and comply with all terms, conditions and provisions set forth in this Agreement, and any other agreements by and between the City and Developer.
- (e) **Provision of Records.** Developer covenants and agrees to provide to City supporting documentation that City may request to demonstrate the costs incurred and paid by Developer related to the payment of taxes and valuation information related to this Agreement. Developer shall supply to City all information related to employment requirements upon initial hiring and annually thereafter. Developer will provide all receipts and supporting documentation to City within ninety (90) days of payment of taxes.

- (f) **Full-Time Equivalent Employment Positions.** Developer covenants and agrees to establish not fewer than one hundred (100) new Full-Time Equivalent Employment Positions at the Facility on or before the City's Fiscal Year ("FY" 2026), which commences on October 1, 2026, such positions to be maintained throughout the remaining Term of this Agreement.
- (g) **Valuation Thresholds.** Developer covenants and agrees to maintain taxable Business Personal Property and Real Property assessed values in excess of twenty million dollars (\$20,000,000) and twenty million dollars (\$20,000,000), respectively, in accordance with the terms of Section 5 of this Agreement.

SECTION 5. AFFIRMATIVE OBLIGATIONS OF THE CITY.

City covenants and agrees with Developer that, while this Agreement is in effect, it shall comply with the following terms and conditions:

- (a) **Program Payments.**
 - (1) **Business Personal Property Tax.** Provided that all contingencies listed in this section are satisfied by October 1, 2026, the City shall make Program Payments to Developer for the ad valorem taxes paid by the Developer to the City for Business Personal Property for a period not to exceed ten (10) years.

The first year of the Program Payments pursuant to this Section 5(a)(1) of this Agreement shall be the first tax year that: (A) begins after new (to the Property) Business Personal Property (that is, BPP introduced into the Facility after the Effective Date of this Agreement) is fully assessed by the taxing authorities at a minimum taxable value of **Twenty Million Dollars (\$20,000,000.00)** of increased BPP ad valorem value (over the baseline value for the tax year immediately before the Effective Date of this Agreement); (B) the one hundred (100) new Full-Time Equivalent Employment Positions described in Section 4(f) of this Agreement are filled; and (C) evidence is provided showing that no outstanding fees or taxes are owed to City.

Provided that the minimum taxable value of BPP for Property exceeds twenty million dollars (\$20,000,000), Program Payments shall be based upon the following percentages:

Tax Years 1-10	Percentage of City Business Personal Property Taxes Reimbursed
1st through 10th tax year after satisfaction of the Payment Conditions	65%

If the minimum taxable value of BPP falls below twenty million dollars (\$20,000,000) for one year, Developer may be eligible for the incentive in future years in which the minimum taxable BPP value exceeds twenty million dollars (\$20,000,000).

- (2) **Business Personal Property Tax – Bonus.** For each year in which the Developer is eligible to collect the Business Personal Property Tax incentive under Section 5(a)(1) of this Agreement, the Developer will be eligible for the Business Personal Property Bonus incentive upon fulfilling the conditions as follows: for every twenty-five (25) Full-Time Equivalent Employment Positions that: (1) pay more than sixty-thousand (\$60,000.00) dollars per year in annual salary or wages, and (2) which are filled by a City of Lancaster resident at least two (2) consecutive years, the Developer shall be eligible for an additional one percent (1%) rebated on BPP taxes paid, up to a cumulative total of one hundred and twenty-five (125) Full-Time Equivalent Employment Positions and a total bonus incentive of five percent (5%).

Tax Years 1-10 (as noted above)	Percentage of City Real Property Taxes Reimbursed
Bonus Percentage for satisfaction of Section 5(a)(2) criteria	Additional up to 5% Reimbursement (up to 70% Total)

- (3) **Real Property Tax.** Provided that all contingencies listed in this section are satisfied by October 1, 2026, the City shall make Program Payments to Developer for a portion of ad valorem taxes paid by the Developer to the City for Real Property Taxes for a period not to exceed five (5) years.

The first year of the Program Payment pursuant to this Section 5(a)(3) of this Agreement begins after new Real Property value (that is, tax valuation introduced into the Facility after the Effective Date of this Agreement) is fully assessed by the taxing authorities at a minimum of **Twenty Million Dollars (\$20,000,000.00)** of increased taxable ad valorem value over the baseline value for the tax year immediately before the Effective Date of this Agreement; (B) the one hundred

(100) new Full-Time Equivalent Employment Positions described in Section 4(f) of this Agreement are filled; and (C) evidence is provided showing that no outstanding fees or taxes are owed to City.

In order to qualify for a Program Payment for Real Property Taxes under this Agreement, the taxable value of Improvements for Property must be assessed at a minimum of **Twenty Million Dollars (\$20,000,000.00)**. These Program Payments shall be based upon the following percentages and terms:

Tax Years 1-5	Percentage of City Real Property Taxes Reimbursed
1st through 5th tax year	45%

- (4) **Sales Tax on Equipment and Construction Material.** Provided that: (1) the Developer has obtained a Certificate of Occupancy for the Facility by January 1, 2025; (2) the valuation thresholds set forth in Section 4(g) are satisfied; and (3) all other Affirmative Obligations of the Developer set forth in Section 4 are met; the City shall reimburse a portion of the City's one percent (1%) sales tax collected on: (i) materials handling and operations equipment; and (2) construction materials for the Facility for purchases that are sourced to the City of Lancaster in accordance with Texas sales tax law. These Program Payments shall be based upon the following percentages and terms:

Percentage of City 1 % Sales Tax Rebate for Eligible Purposes
50%

In order to be eligible for Program Payments for this subsection (4), all expenditures must be made by January 1, 2024, and all receipts and accounting reports must be received by the City no later than May 1, 2024.

- (5) **Valuation of Real Property and Business Personal Property.** The Real Property valuations in this Section 5 are Dallas Central Appraisal District ("DCAD") values, including the values assigned by constituent taxing authorities. For purposes of these Program Payments, payment to the City's authorized tax collection agent (currently the Dallas County Tax Assessor/Collector (the "Dallas County Tax Office") shall be considered ad valorem taxes "paid to the City."

SECTION 6. CESSATION OF ADVANCES.

If City has made any commitment to provide any Program Payment to Developer, whether under this Agreement or under any other agreement, the City shall have no obligation to advance or disburse future Program Payment after: (a) Developer becomes insolvent, files a petition in

bankruptcy or similar proceedings, or is adjudged bankrupt; or (b) an Event of Default occurs and is not cured within the time period provided in Section 8.

SECTION 7. EVENTS OF DEFAULT.

Each of the following shall constitute an Event of Default under this Agreement:

- (a) **General Event of Default.** Failure of Developer or City to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement, or failure of Developer or City to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement by and between Developer and City is an Event of Default.
- (b) **False Statements.** Any warranty, representation, or statement made or furnished to the City by or on behalf of Developer under this Agreement that is false or misleading in any material respect, either now or at the time made or furnished is an Event of Default.
- (c) **Insolvency.** Developer's insolvency, appointment of receiver for any part of Developer's property, any assignment for the benefit of creditors of Developer, any type of creditor workout for Developer, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer is an Event of Default.
- (d) **Ad Valorem Taxes.** Developer allows its ad valorem taxes owed to the City to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure within thirty (30) days after written notice thereof from City and/or Dallas County Central Appraisal District is an Event of Default.
- (e) **Valuation Default.** If the Developer's Real Property or Business Personal Property assessed value falls to a level under that set forth in Section 4(g) of this Agreement, that condition will not comprise a default, but for that calendar year, the Developer will not be eligible for any Program Payment under Section 5 for that year, and the total number of years of eligibility for all Section 5 incentives will be permanently reduced by one year. The Developer may regain eligibility for Section 5 incentives based on the valuation in a subsequent year, but the reduction in years of total eligibility will not be affected.

SECTION 8. EFFECT OF AN EVENT OF DEFAULT.

In the event of default under Section 7 of this Agreement, (except Section 7(e)), the non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to cure said default. Should said default remain uncured as of the last day of the applicable cure period, the non-defaulting party shall have the right to terminate this Agreement, enforce specific performance as appropriate, or maintain a cause of action for damages caused by the event(s) of default. In the event the Developer defaults and is unable or unwilling to cure said default

within the prescribed time period, the Program Payments provided by the City to Developer pursuant to Section 5(a) of this Agreement, shall become immediately due and payable by the Developer to the City.

SECTION 9. INDEMNITY.

TO THE EXTENT ALLOWED BY LAW, EACH PARTY AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER (AND ITS OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMAND, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO OR RESULTING FROM ITS PERFORMANCE UNDER THIS AGREEMENT, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS AGREEMENT. NOTHING HEREIN SHALL BE INTERPRETED AS A WAIVER OF CITY'S GOVERNMENTAL IMMUNITY FROM SUIT OR DAMAGES.

SECTION 10. TERMINATION.

Provided that the City has not yet disbursed any Program Payments, as set forth in Section 5 herein, Developer shall have the right to terminate this Agreement, if it determines, at its sole discretion, that it will not be feasible to continue with the development of the Property and construction of the Facility. Developer shall promptly notify the City. This Agreement shall then terminate upon such notification, and neither party shall have any further obligations to the other party.

SECTION 11. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Dallas County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Dallas County, Texas.

- (c) **Assignment.** This Agreement may not be assigned without the express written consent of the other party, which shall not be unreasonably withheld, conditioned or delayed. Any restrictions herein on the transfer or assignment of Developer's interest in this Agreement shall not apply to and shall not prevent the assignment of this Agreement to a subsidiary or affiliate of Developer as well as any corporation or other entity with which Developer may merge or consolidate or that may succeed to a controlling interest in the business of Developer or in which Developer owns more than a twenty percent (20%) equity interest.
- (d) **Attorneys' Fees and Costs.** In the event of any action at law or in equity between the parties to enforce any of the provisions hereof, to the extent allowed by law any unsuccessful party to such litigation shall pay to the successful party all costs and expenses, including reasonable attorneys' fees (including costs and expenses incurred in connection with all appeals) incurred by the successful party, and these costs, expenses and attorneys' fees may be included in and as part of the judgment. A successful party shall be any party who is entitled to recover its costs of suit, whether or not the suit proceeds to final judgment.
- (e) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. City warrants and represents that the individual executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. Developer warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.
- (f) **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.
- (g) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (h) **Entire Agreement.** This written agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.
- (i) **Force Majeure.** It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.
- (j) **No Interpretation Against Drafter.** Developer and City have participated in negotiating and drafting this Agreement, and agree that the Agreement is to be construed as if drafted jointly. The parties agree that the Agreement will not be interpreted or construed against

either party should a need for interpretation or resolution of any ambiguity arise.

- (k) **Notices.** Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the “Notice”) is effective when in writing and (i) personally delivered by nationally recognized next business day delivery service or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested. The parties agree to keep the other party or parties informed of their address at all times during the Term of this Agreement. The Notices shall be addressed as follows:

If to the City: City of Lancaster, Texas
 Attn: Opal Mauldin-Jones, City Manager
 P.O. Box 940
 Lancaster, Texas 75146
 Telephone: (972) 218-1302

If to the Developer: McKinley Packaging Company
 Attn: Anthony Garcia
 1503 LBJ Freeway, Suite 625
 Farmers Branch, TX 75234

- (l) **Severability.** The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation have the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.
- (m) **Sovereign Immunity.** No party hereto waives any statutory or common law right to sovereign immunity by virtue of its execution hereof.
- (n) **Survival.** All warranties, representations, and covenants made by Developer in this Agreement or in any certificate or other instrument delivered by Developer to City under this Agreement shall be considered to have been relied upon by the City and will survive the payment of any Program Payments under this Agreement regardless of any investigation made by the City or on City’s behalf.
- (o) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.
- (p) **Undocumented Workers.** The Developer certifies that Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of

any public subsidy provided under this Agreement to Developer plus six percent (6.0%), not later than the 120th day after the date the City notifies Developer of the violation.

- (q) In accordance with Section 2270.002 of the Texas Government Code (as added by Tex. H.B. 89, 85th Leg., R.S. (2017)), the Developer verifies that it does not boycott Israel and will not boycott Israel during the Term of this Agreement.
- (r) In accordance with Section 2252.152 of the Texas Government Code (as added by Tex. S. B. 252, 85th Leg., R.S. (2017)), the Parties covenant and agree that Developer is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
- (s) **Estoppel Certificate.** Upon written request by Developer to City, City will provide Developer with a certificate stating, as of the date of the certificate, (i) whether this Agreement is in full force and effect and, if Developer is in breach of this Agreement, the nature of the breach, and (ii) a statement as to whether this Agreement has been amended and, if so, the identity and substance of each amendment.

[The Remainder of this Page Intentionally Left Blank]

THE INCENTIVES IN THIS AGREEMENT SHALL BE NULL AND VOID IF NOT SIGNED BY DEVELOPER AND RETURNED TO THE CITY WITHIN FOURTEEN (14) WORKING DAYS OF THE DATE LISTED HEREIN: _____ 2021.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed.

CITY:

CITY OF LANCASTER, TEXAS,
a Texas home-rule municipality

By: _____
Opal Mauldin-Jones, City Manager

Date: _____

ATTEST:

Sorangel O. Arenas, City Secretary

APPROVED AS TO FORM:

David T. Ritter, City Attorney

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of _____, 2021 by Opal Mauldin-Jones, City Manager of the City of Lancaster, Texas, a Texas home-rule municipality, on behalf of said municipality.

Notary Public, State of Texas

DEVELOPER:

MCKINLEY PACKAGING COMPANY,
a Delaware corporation

Name: _____

Title: _____

Date Signed: _____

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on the ____ day of _____, 2021 by ____
_____, _____ of McKinley Packaging Company, a Delaware
corporation, on behalf of said corporation.

Notary Public, County of _____, Texas

Exhibit A

Legal Description and/or Depiction
of the Property

EXHIBIT
BEING 25.5 ACRES IN THE
SAMUEL KELLER SURVEY, ABSTRACT NO. 721
CITY OF LANCASTER, DALLAS COUNTY, TEXAS

BEING a tract of land situated in the Samuel Keller Survey, Abstract No. 721, City of Lancaster, Dallas County, Texas and being a portion of a called 46.886 acre tract of land designated as "Tracts 1 and 2" described in the Special Warranty Deed to WHL DALLAS 45 LLC, recorded in Instrument No. 201200092264, Official Public Records, Dallas County, Texas (OPRDCT), a portion of a called 23.484 acre tract of land described in the Special Warranty Deed to WHL DALLAS 45 LLC recorded in Instrument No. 201200339917, OPRDCT, and a portion of a called 23.484 acre tract of land described in the Special Warranty Deed to WHL DALLAS 45 LLC recorded in Instrument No. 201200339916, OPRDCT, and being more particularly described as follows:

BEGINNING at the south end of a corner clip at the intersection of the north right-of-way line of Pleasant Run Road (a 130-foot right-of-way) with the west right-of-way line of Pinto Road (a called 40' right-of-way as shown on plat recorded in Volume 90244, Page 1827, DRDCT, said corner clip being dedicated by Instrument No. 201800132776, OPRDCT), and being in the south line of said 46.886 acre tract;

THENCE South 89°22'16" West, along said north right-of-way line, a distance of 1,158.64 feet;

THENCE North 01°02'18" West, over and across said 23.484 acre tract (Instrument No. 201200339916, OPRDCT), a distance of 943.91 feet;

THENCE North 89°21'46" East, over and across said 23.484 acre tract (Instrument No. 201200339916, OPRDCT), said 23.48 acre tract (Instrument No. 201200339917, OPRDCT), and said 46.886 acre tract, a distance of 1,174.90 feet to a point being 20 feet west of the west right-of-way line of said Pinto Road;

THENCE South 01°00'17" East, continuing over and across said 46.886 acre tract, 20 feet west of and parallel to said west right-of-way line, a distance of 928.38 feet to a point in said corner clip;

THENCE South 44°12'37" West, along said corner clip, a distance of 22.14 feet to the **POINT OF BEGINNING** and containing a computed are of 25.5 acres of land, more or less.

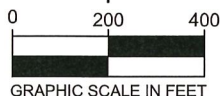
NOTES:

A sketch was prepared on even date to accompany this description.

This document was prepared under 22 TAC §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

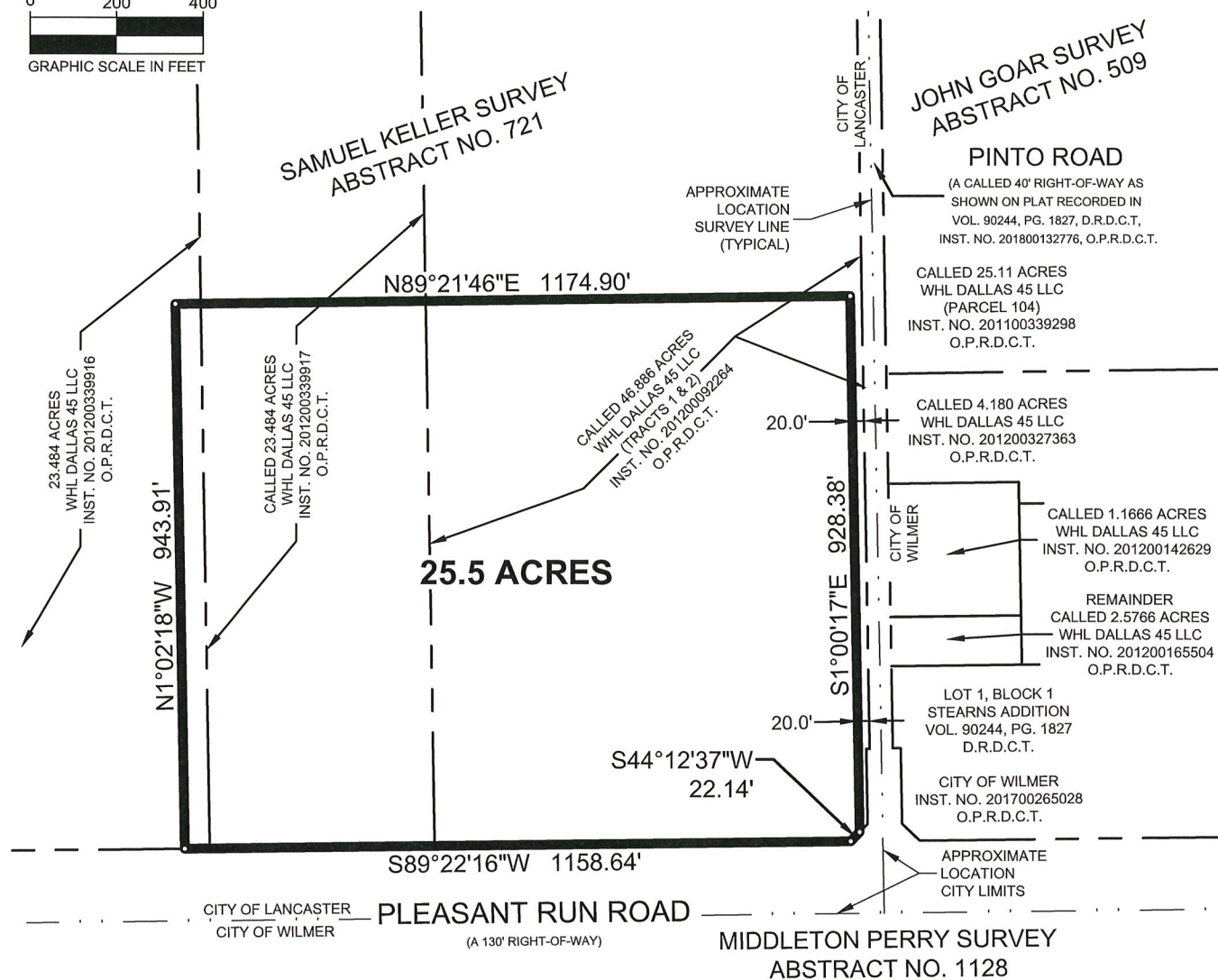
All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. All dimensions shown are ground distances.

<h1>Kimley»Horn</h1>					
13455 Noel Road, Two Galleria Office Tower, Suite 700, Dallas, Texas 75240			Tel. No. (972) 770-1300 Fax No. (972) 239-3820		
FIRM # 10115500					
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	BJE	DJD	OCT. 2021	064450808	1 OF 2



EXHIBIT

BEING 25.5 ACRES IN THE
SAMUEL KELLER SURVEY, ABSTRACT NO. 721
DALLAS COUNTY, TEXAS



LEGEND

P.O.B. = POINT OF BEGINNING
D.R.D.C.T. = DEED RECORDS OF
DALLAS COUNTY, TEXAS
O.P.R.D.C.T. = OFFICIAL PUBLIC
RECORDS, DALLAS COUNTY, TEXAS



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NOTES:

A description was prepared on even date to accompany this sketch.

This document was prepared under 22 TAC §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. All dimensions shown are ground distances.

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 500'	BJE	DJD	OCT. 2021	064450808	2 OF 2

EXHIBIT
BEING 25.5 ACRES IN THE
SAMUEL KELLER SURVEY, ABSTRACT NO. 721
CITY OF LANCASTER, DALLAS COUNTY, TEXAS

BEING a tract of land situated in the Samuel Keller Survey, Abstract No. 721, City of Lancaster, Dallas County, Texas and being a portion of a called 46.886 acre tract of land designated as "Tracts 1 and 2" described in the Special Warranty Deed to WHL DALLAS 45 LLC, recorded in Instrument No. 201200092264, Official Public Records, Dallas County, Texas (OPRDCT), a portion of a called 23.484 acre tract of land described in the Special Warranty Deed to WHL DALLAS 45 LLC recorded in Instrument No. 201200339917, OPRDCT, and a portion of a called 23.484 acre tract of land described in the Special Warranty Deed to WHL DALLAS 45 LLC recorded in Instrument No. 201200339916, OPRDCT, and being more particularly described as follows:

BEGINNING at the south end of a corner clip at the intersection of the north right-of-way line of Pleasant Run Road (a 130-foot right-of-way) with the west right-of-way line of Pinto Road (a called 40' right-of-way as shown on plat recorded in Volume 90244, Page 1827, DRDCT, said corner clip being dedicated by Instrument No. 201800132776, OPRDCT), and being in the south line of said 46.886 acre tract;

THENCE South 89°22'16" West, along said north right-of-way line, a distance of 1,158.64 feet;

THENCE North 01°02'18" West, over and across said 23.484 acre tract (Instrument No. 201200339916, OPRDCT), a distance of 943.91 feet;

THENCE North 89°21'46" East, over and across said 23.484 acre tract (Instrument No. 201200339916, OPRDCT), said 23.48 acre tract (Instrument No. 201200339917, OPRDCT), and said 46.886 acre tract, a distance of 1,174.90 feet to a point being 20 feet west of the west right-of-way line of said Pinto Road;

THENCE South 01°00'17" East, continuing over and across said 46.886 acre tract, 20 feet west of and parallel to said west right-of-way line, a distance of 928.38 feet to a point in said corner clip;

THENCE South 44°12'37" West, along said corner clip, a distance of 22.14 feet to the **POINT OF BEGINNING** and containing a computed are of 25.5 acres of land, more or less.

NOTE: This document was prepared under 22 TAC §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

BEARING BASIS: All bearings are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. All dimensions shown are ground distances.

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting

11.

Meeting Date: 10/25/2021

Policy Statement: This request supports the City Council 2021-2022 Policy Agenda

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

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

Agenda Caption:

Discuss and take action on issuance of a Request for Qualifications/Request for Proposals (RFQ/RFP) for professional consulting services regarding amending, repealing, or updating the Downtown Design District overlay (Ordinance 2008-02-11).

Background:

As prescribed in the City Council Rules and Procedures as amended November 2020, Section D. City Council Agenda Process, Subsection 1.b, Councilmember Carol Strain-Burk requested that an item be included on a City Council work session for the purpose of discussing the Downtown Design District.

The City Council approved an ordinance adopting the Downtown Design District on February 25, 2008 (Ordinance 2008-02-11). The City's master plan for downtown was prepared with the assistance of a consultant, 5G Studios. The plan was developed using a series of four community design workshops and meetings collaborating with the community, city staff, and City Council members.

At the June 21, 2021, work session, City Council discussed the Downtown Design District and instructed staff to place an item on the agenda to consider issuance of an RFP/RFQ for professional consulting services regarding amending, repealing, or updating the Downtown Design District overlay. At the June 28, 2021, regular meeting, Council voted to table the item to an October meeting for further discussion.

On October 18, 2021, City Council discussed the Downtown Design District Overlay and instructed staff to place an item on the next regular meeting agenda for consideration of an RFP/RFQ.

Operational Considerations:

The Downtown Design District is a master plan for downtown district development. The Downtown Design District has five sub-districts which include: Hall's Branch, Downtown, Town Square, East Side Strand, and Keller Branch. An overlay design district seeks to address standards such as, but not limited to, land use, density, and street appearance. The overlay district establishes standards that take priority over any underlying zoning district's standards. Specifically, the overlay district prohibits certain land uses despite an underlying zoning district permitting that allowable use.

The Comprehensive Plan is a policy document that also guides development within the City's downtown. The Future Land Use Map and policies of the Comprehensive Plan also establish the long-term vision for the downtown district related to density and land use. The Comprehensive Plan has multiple designations for areas within the overlay district as follows: 1) Town Center, 2) Mixed Use, and 3) Suburban Neighborhood. The Comprehensive Plan, along with the Downtown Overlay, provide the

vision for the long-term growth and development of the district. The vision of the Comprehensive Plan and Downtown Overlay both seek to encourage residential development, supportive commercial and office uses; while the overlay includes a design aesthetic that maintains the historical context of the area. The residential standards within the Downtown Design District promote higher densities of residential development such as townhomes and condominiums while seeking to prohibit single-family uses. Despite the prohibition of single-family detached homes within the Downtown Design District, the Comprehensive Plan supports the long-term development of single-family uses within downtown.

The Downtown Design District nor the Comprehensive Plan supports industrial uses within the downtown.

Options/Alternatives:

1. City Council may vote to issue an RFQ/RFP.
2. City Council may take no action.

Recommendation:

This item is solely at City Council discretion.

Attachments

Downtown Design Overlay Standards
Downtown Design Overlay District Map
Downtown District - Prohibited Uses
Comprehensive Plan Excerpts

DESIGN GUIDELINES

FOR THE CITY OF LANCASTER



DOWNTOWN DISTRICT

LANCASTER. TEXAS

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SITE / USE CRITERIA

DESIGN

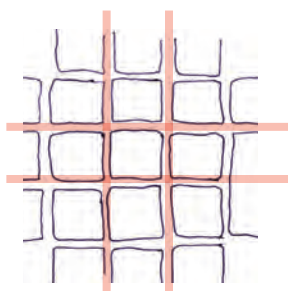
BACKGROUND

Lancaster was founded in 1852 and incorporated in 1866; it is one of the oldest communities in the Dallas County. The city plan was modeled after Lancaster, Kentucky which was modeled after Lancaster, Pennsylvania. This type of layout is fairly rare (see image below). The revitalization of the Downtown District is a development that will be based on a set of principles which are rudimentary to any successful urban setting. A successful downtown is a healthy environment that is designed and built based on the needs and usage of its habitants.

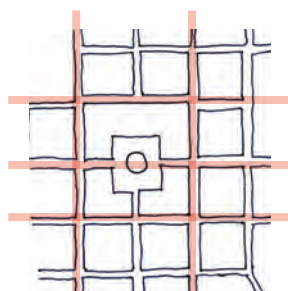
New Urbanism movement began in the 1980's; it has become more widespread as communities are seeing the advantage of such improvements. Some cities are building such environments from the ground-up and some are revitalizing deserted and depressed parts of their cities. Principles of New Urbanism consist of walk-ability, connectivity, mixed-use density, public transportation and sustainability. With the right relationship between all the components the quality of life is increased with the use of close proximity and density.

The notion of "New Urbanism" ironically is not so new; cities and towns have always been organized around walk-able street systems with mixed-use programming prior to the domination of the automobile. Villages and towns were placed according to geography and the limits of economic circumstance; for the past sixty years we have pushed the limits and extended our cities beyond their natural radius of sustainability. The strip shopping centers, big box stores, large parking lots, deserted downtowns, rows of one-size-fits-all developer houses, and mega-highway systems connecting sprawls have taken the place of pedestrian paths that connect our lives, pastures and natural resources and the integral influences of our built environment. Now we spend more time in our cars, more money on gas and all the other economic fall backs regarded to the automobile, roads, insurance and etc; we have come to realize that urbanism and integral town planning offers a much more fulfilling lifestyle and more economically sensible. We must accommodate for the automobile and traffic flow, however, we don't necessarily need to build our entire environment according to those standards. We will make more room for the pedestrians and furnish the streets with the right elements in order to create a comfortable environment.

These guidelines outline the components that equate to quality needed to bring back richness into the neighborhoods which will affect the community as a whole. Across the nation towns and suburbs are creating centers with new town squares; older cities are revitalizing old deserted industrial hubs. Old down-town-like gathering places are being created in-between suburbs in order to reduce the sense of de-centralization due to sprawl. In Lancaster the citizens have a strong sense of place and identify with their heritage; authenticity is at the core of this place and there is no need to re-create anything it simply requires some polishing and implementing the standards.



Typical downtown layout, usually the Town Hall building or a significant building is located in the center of the layout with shops surrounding it.



Downtown Lancaster layout, streets enter into the central core as well as the perimeter.

DEFINITIONS

Articulation -

Block -

Buffer -

Building Envelope -

Building Massing -

Built-to-line -

Detailed Site Plan -

Facade -

Greenbelt -

Plaza -

Promenade -

1.1 INTENT

This Design Guideline is intended to raise the level of quality for all residential, non-residential and mixed-use development; within a regulatory structure offering options and flexibility. Refer to section *1.2 Applicability*, developments are subject to a set of minimum site and building design standards, recognizing that all new development and some existing, regardless of size, should be subject to minimum standards.

1.2 APPLICABILITY

- 1.2.1 This guideline applies to
- A. All new construction
 - B. Any exterior renovation or alteration
 - C. Any addition to an existing building
 - D. Any existing condition that needs to meet code and requires to be updated
- 1.2.2 Site updates and alterations include not limited to:
- A. Refer to section 1.3.4.E for all site applicability

3

1.3 DESIGN REVIEW PROCESS

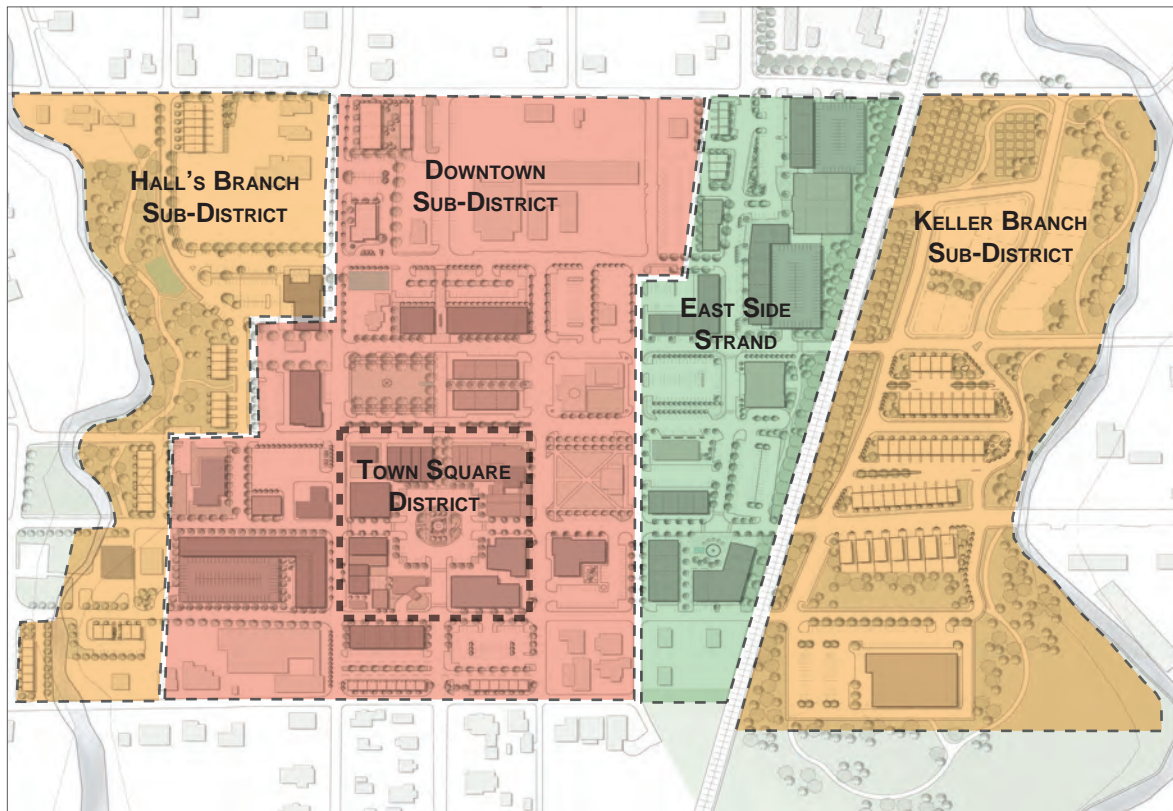
All applicants must submit drawings and documents subject for approval (reference section 1.2 for applicability) to the Design Committee prior to submittal for building permit.

- 1.3.1 Determine applicability [1.2]
- 1.3.2 Determine location of development
District [2.1]
- 1.3.3 Determine type of development allowed in the designated area [2.1]
- 1.3.4 Check "Site Development Guidelines" [2.0, 2.2, 2.3]
- 1.3.5 Check "Design Guidelines" [3.0]

2.0 SITE DEVELOPMENT GUIDELINES

The Site Development Guidelines determine the density, dimension, street appearance and land-use for each district. Downtown Lancaster already has a wide range of land usage, this guideline will enhance the framework which the city has been build upon.

2.1 LAND USE & SETBACK



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The districts have been created for design purposes and programming which creates a variety of neighborhood clusters as well as options. The transition between each district should not be an obvious change but a gradual difference due to services which than change the architecture and building layout. Continuity should be the goal within the districts and between them as well. Any time there is a sub-district within a district the guidelines for the sub-district prevail for that area.

Prohibited Uses:

The following uses are explicitly prohibited in the Downtown District, Hall's Branch District, Keller Branch District and East Side Strand, regardless, if said uses are stated as permitted or conditional uses in the underlying districts:

Wireless Communication Facilities (except for antennas attached to existing building)

Temporary Asphalt or Concrete Plants

Rock Crushing

Mining and Quarrying

Solid Waste Incinerators

RV Campgrounds

Riding Academy or Stable

Warehouse, Self-service storage

Welding or Machine Shop

Vehicle Storage Yard

Correctional Placement Residence

Car Wash

Outdoor Storage

Commercial Parking area (other than parking lots stated in the guidelines)

Pawnshop

Outdoor Vehicle & Equipment Sales

Recycling Processing Center

Tattooing & Body Piercing Facility

Manufacturing

Warehousing

Gas and Fuel Storage and Sales

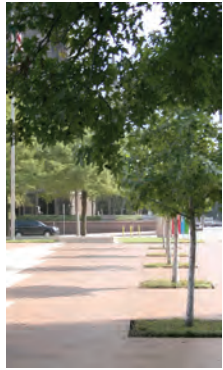
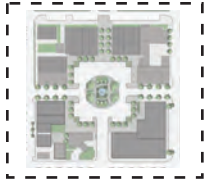
Oil or Gas Drilling

Vehicle Repair, General

Medical Services within a "B - Multifamily" District

Single-Family Dwelling (other than areas designated for this use *Keller Branch District under special conditions)

2.1.1 Town Square Sub-District ■



232,190 sf (5.32 acres)

The Town Square Sub-district is the core of downtown and the location of City Hall facilities. Roughly seventy percent of the original Town Square still remains with the new part being built in such a manner that blends the new and the old most effectively. It is recommended that City Hall occupy the southeast corner to complete the square as well to set a hierarchical height in building structure. This will aid in creating an iconic element within the core of the downtown area.

All sides of the square should be treated as frontal storefronts and not “back of house”.

Resurfacing of the entire area is highly recommended. Reconstruction of the center piece with the well being the focal point is necessary. The diameter of the roundabout should extend out to create two clearly marked lanes, as a one-way traffic and parking only on the perimeter.

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Land Use / Size Limitations:

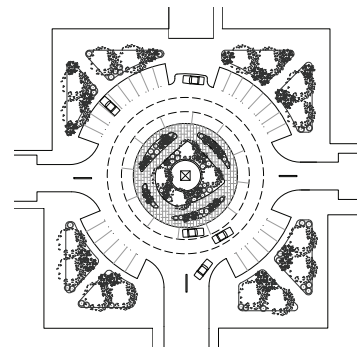
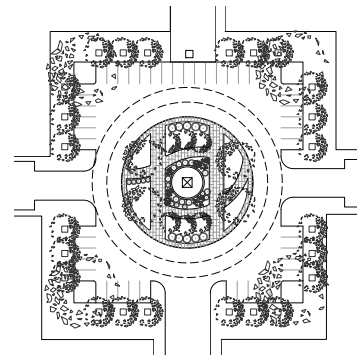
Mixed-use

Retail with Residence above
Retail with Office above
Office / Services

Retail	8,000 sf maximum [single tenant]
Restaurant	5,000 sf maximum
Residential	
Condominium	1,200 sf minimum
Efficiency / Studio	1,000 sf minimum
Office	no maximum

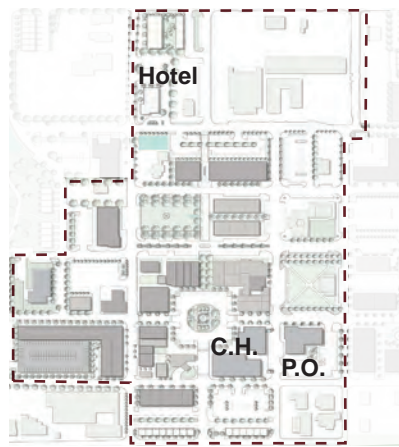
Site Setbacks:

Mixed-Use, Retail, Restaurant:
30' maximum or Match existing setback



ROUNDAABOUT OPTIONS

2.1.2 Downtown District



1,390,700 sf (31.9 acres)
This area is mostly retail and mixed-use. It is generally 70% of the downtown district; and designated to public use. There are many opportunities in this area for mixed-use with residential or office above, public plaza for events and public service buildings. The post office and City Hall should be located in a central vicinity with clear access from main roads. A large portion of this area is occupied by the Baptist Church of Christ to the immediate north. The southern most edge of Downtown District sits single-family residence. Single-family residence also occupies the perimeter of the area. A transition zone is recommended for any low-density to high-density setting. Along Dallas Ave is the ideal location for a unique small scale hotel that marks the corner of the shopping area. There are many opportunities for a full service post office within the entire area, one recommendation is immediately to the east of the Town Square next to City Hall recommended location on Main Street.

Land Use / Size Limitations:

- Mixed-Use
 Retail / Restaurant with Residence above
 Retail / Restaurant with Office above
Retail / Services
 Boutique Hotel
 Post Office
 Single story Retail Service
Town Homes / Condominium / Studio

Retail	10,000 sf maximum [single tenant]
Restaurant	7,000 sf maximum
Residential	
Condominium	1,600 sf minimum [multi-story] - 50% use in Downtown District
Town home	1,200 sf minimum [multi-story] - 25% use in Downtown District
Efficiency / Studio	1,000 sf minimum - 25% use in Downtown District
Office	no maximum
Hotel	20,600 sf maximum [10 rooms maximum]

Site Setbacks:

- Mixed-Use, Retail, Restaurant:
 30' maximum provided parking in front
 15' maximum without parking in front
Residential:
 12' minimum, 30' maximum
Hotel:
 35' with drop-off
 20' maximum without drop-off

2.1.3 Hall's Branch Sub-District



718,700 sf (16.5 acres)

Along Hall's Branch Creek is best suited for higher density residential and public paths for recreation use. This will add to ambiance of the down town area creating the amenities of a larger foot print in a fairly small setting, all within walking distance. It is crucial to segment the large city blocks in this area (refer to Master Plan Book Chapter 2, sect. 2). The majority of the Hall's Branch District is suited for residential in the form of town homes / condominiums. These units are positioned looking onto the creek with open preserved green space and along the side streets that run into the downtown core. Retail and Mixed-Use in this area is to be minimum and only at the eastern most edge to transition into the Downtown District along Dallas Ave.

Land Use / Size Limitations:

Town Homes / Condominium

Mixed-Use

Retail with Residence above

Preserve Open Land

Retail	10,000 sf maximum [single tenant] only along Dallas Ave
Restaurant	5,000 sf maximum
Residential	
Condominium	1,600 sf minimum [multi-story] - 40% use in Hall's Branch District
Town home	1,400 sf minimum [multi-story] - 40% use in Hall's Branch District
Efficiency / Studio	1,000 sf minimum - 20% use in Hall's Branch District
Open Space	25% minimum - public space along Hall's Branch Creek

Site Setbacks:

Mixed-Use, Retail, Restaurant:

30' maximum on Dallas Ave provided parking in front

15' maximum on Dallas Ave without parking in front

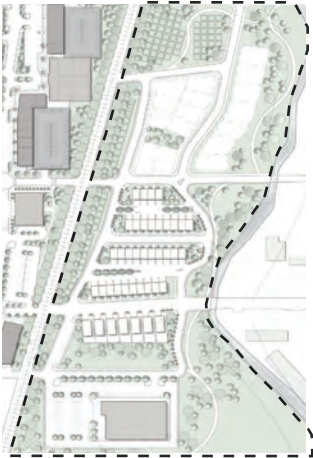
Residential:

15' minimum, 30' maximum

(For units facing Hall's Branch Creek measure setback from back of unit)

No habitable space on 100 year flood plain, units may be elevated above flood plain

2.1.4 Keller Branch Sub-District



1,081,360 sf (24.8 acres)
Similar to Hall's Branch District, Keller Branch District is mainly residential with more exclusivity. The goal for this district is to create options for different types of housing with close proximity to downtown. Keller Branch Creek defines the edge of this neighborhood with trails and access along the length of the creek for public use.

BNSF tracks divides this neighborhood from downtown area, this can be an advantage to the residence of this location who want the close proximity to the core, yet with a more private setting. A buffer zone is highly recommended along both sides of the tracks. Along the residence side a minimum of two rows of wide canopy trees and a setback of minimum of 50' between the road and the outer edge of tracks. This buffer zone (recommended at 70') is also ideal for gardens and neighborhood activity to crop locally.

There are about 16 plats available for single-family residence with special conditions. This is intended to be reserved for an architectural competition (locally or nationally). This can be a high-profile competition for an Arts and Craft Style and Modern Prairie Style with specific restrictions. This would raise awareness and create a good quality control for types of homes being built in the area.

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Land Use / Size Limitations:

Town Homes / Condominium
Single-Family (special condition)
Community Garden
Preserve Open Land

Retail services and any type of light or regular industrial use is highly rejected; in order to preserve the land, environment and reduce unnecessary traffic to the neighborhoods. This area is currently zoned LI, we are recommending a rezoning for the entire area and further north in order to benefit the Downtown district indirectly. Due to the logistic hub a few miles north, it is essential to set boundaries for areas that may be affected indirectly in the future and irreversible.

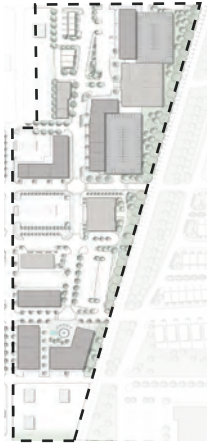
Residential	
Condominium	2,500 sf minimum [multi-story] - 40% use in Hall's Branch District
Town home	2,000 sf minimum [multi-story] - 40% use in Hall's Branch District
Single-Family	2,000 minimum [special conditions set by City]
Open Space	40% minimum - public space along Hall's Branch Creek and BNSF
Community Gardens	10'x20' or 20'x20' each plat

Site Setbacks:

Residential:	15' minimum, 25' maximum
	No habitable space on 100 year flood plain
Community Gardens	30' minimum from center-line of rail road tracks
	10' minimum from edge of curb



2.1.5 East Side Strand Sub-District ■



660,000 sf (15.1 acres)

The ES Strand stretches from north to south of the entire development site and alongside the BNSF tracks. The second major road to the site is Jefferson Street and is located in this district.

The goal for this area is to provide larger footprint amenities with parking garage located behind the buildings. A buffer zone is highly recommended along both sides of the tracks. A minimum of two rows of wide canopy trees and a minimum of 55' setback from the center-line of tracks. Berms are also recommended, for areas with no structure between street and tracks for example a surface parking or back of buildings that set back from the tracks more than two lines of trees. There should only be access roads for service within 100' of tracks, all other roads shall be setback from center-line of tracks a minimum of 170'.

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Land Use / Size Limitations:

Anchors

- Cinema 4-8 screen
- Single footprint Store
- Restaurants

Live-Work

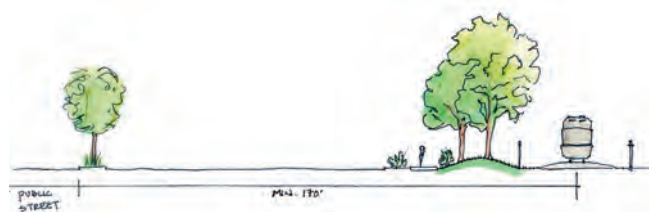
Mixed-Use

- Service with Residence above
- Service with Office above

Parking Garages (attached)

Open Space / Plaza

Town Homes / Condominium



Retail / Service

21,000 sf maximum [single tenant with maximum square footage be located east of Jefferson Street]

Restaurant

10,000 sf maximum

Live-Work

500 sf maximum [service on ground level]

1,200 sf minimum [residence above]

Residential

Condominium

1,500 sf minimum [multi-story]

Town home

1,100 sf minimum [multi-story]

Efficiency / Studio

1,000 sf minimum



Site Setbacks:

Residential

15' minimum, 25' maximum

Retail/Mixed-Use/Services

20' minimum, 30' maximum with parking in front, 115' maximum with two rows of parking in front [this may only occur for maximum of 45% of retail and/or mixed-use development]

2.1.6 Setback Restrictions

Setback restrictions apply to all districts. Building features or architectural attachments to the primary building facade may encroach up to 5 feet from the building face into the setback area. These features include, but are not limited to:

- Awnings
- Balconies
- Bay windows
- Chimneys
- Canopies
- Eaves
- Planters
- Porches
- Signage
- Patio dining
- Pilasters
- Retail displays
- Stoops
- Tower elements

2.2 PARKING

2.2.1 Parking Requirements

The purpose of creating parking requirements is to make sure the adequate needs are met and to ensure that the parking areas are not the dominant features of the development. It is also essential to reduce pollution and land development impacts especially for single occupancy cars. A recommendation to share parking between larger entities such as the Baptist Church of Christ and the surrounding smaller shops; the East Side Strand and its surrounding smaller shops The parking garages are to serve the surrounding needs as well as the immediate. It is essential for the downtown to maintain the intimacy of the small town scale, while it is important to provide visitors with convenient parking locations, it is also estimated that many locals will visit by foot, bike or in groups (from our survey).

Residence	1 space per Room (not to exceed 2 spaces)
Retail	1 space per 300 sf
Office	1 space per 350 sf
Hotel	1 space per Room
Other	Refer to Development Code for City of Lancaster

Parking is allowed to occur underneath the building, however, this type of parking may not exceed above requirements and may not be located on a street face. Landscape screening is also required to screen the parking from all adjacent uses and streets. All surface parking lots shall be screened by miniature trees or mature trees. It is recommended that parking lot surfaces be constructed of permeable material to maintain drainage and run-off.

All roads are to be paved with curbs and proper drainage, no parking or driveways shall be made of unpaved roads.

2.2.2 Parking Garage

Parking garages may not be visible from streets on more than two (2) sides of each block. Whenever possible parking garage should be designed to hide the longer facade with development such as town houses, offices, live-work, lofts and/or retail in order to screen the garage from the street view. The visible facade of the parking garage shall be screened [refer to section 2.3.4].

2.2.2 Off-street Parking

To maintain visual standard all off-street parking space shall have a tree canopy for every 5 spaces. Landscape may protrude out next to the parking space or located in front of parking space within the setback [refer to section 2.3.3]. No more than 15% of required parking shall be located off-street.

Refer to Lancaster Development Code for any specifics not covered in this guideline.

2.3 STREET GUIDELINES

2.3.1 Street Guidelines

Street guidelines are intended to enhance the appearance of the streetscape, ensure safety and comfort for inhabitants. This section applies to all the districts, unless otherwise noted.

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2.3.2 Pedestrian Paths

An improved access and mobility benefits pedestrians on a personal level ; the increase of exercise and by enjoying the ambiance of pedestrian-friendly streets. A safe and accessible pedestrian movement is critical to establishing livable communities. Bringing pedestrian movement into the community reaps the benefits in several ways: reduction in traffic congestion and air pollution; global warming gases, and energy consumption; quieter streets; safer environment; and healthier economic conditions for local merchants. Our surveys indicated that in conjunction with other means of transportation (car, bike or public transportation) 90% prefer to experience the downtown area by walking. Therefore, during the design process of roadways, walkways and transitions it is critical to consider the needs and identify areas to improve safety for pedestrians and persons with physical challenges.

Ideal pedestrian paths should be between 6 feet and 12 feet. Wider sidewalk should occur in front of businesses or areas where the space for activities is needed. Grades that meet ADA provisions and local codes are important to accommodate all users.

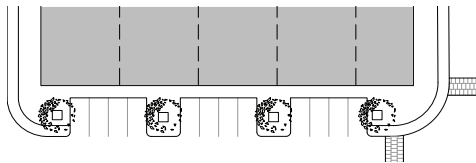
Unpaved smooth shoulders two to four feet in width should be provided where feasible for pedestrians and runners. The shoulders provide a softer running and walking surface, increase capacity of the path where needed. The use of sidewalks as bicycle facilities should not be encouraged especially as a bike route.

2.3.3 Landscape

Landscape should be used to enhance the city's streetscape along with providing shade for pedestrians and bicyclist as a continuous design element. Landscaping for shared-use paths should generally be low water with native species. Selecting species that require minimal maintenance and less debris is an important consideration.

Trees trunks are recommended to be located in a minimum of four (4) feet width bed [preferably 6 feet]. This to ensure that the tree does not cause future pavement damage from root intrusion. All beds should have edging to keep a clean appearance and maintain overgrowth into the sidewalk.

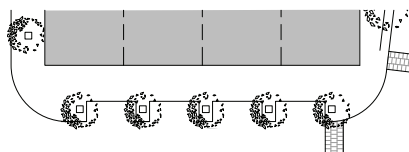
When development is placed next to an existing historic single-family residence a line of trees [15 feet apart for trees, 6 feet apart for medium size hedges] or high hedges needs to be planted as a screening element along the property line.



OFF-STREET PARKING WITHIN SETBACK

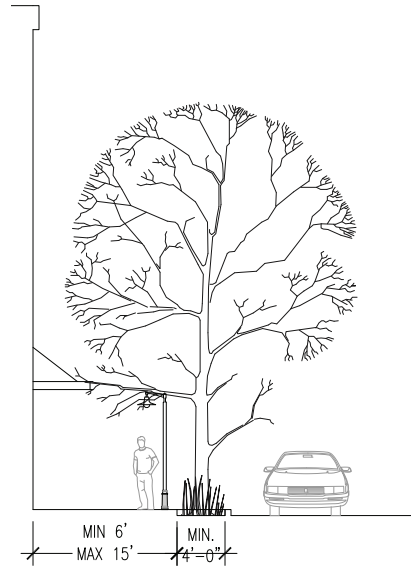


OFF-STREET PARKING WITHIN SETBACK - PARALLEL PARKING

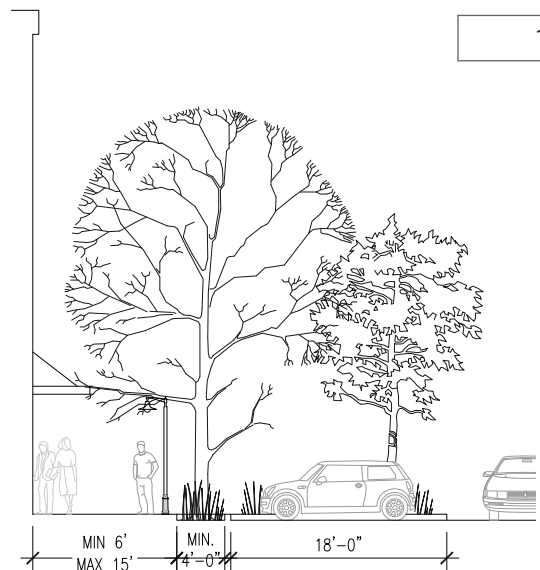


OFF-STREET PARKING WITHIN SETBACK - PARALLEL PARKING

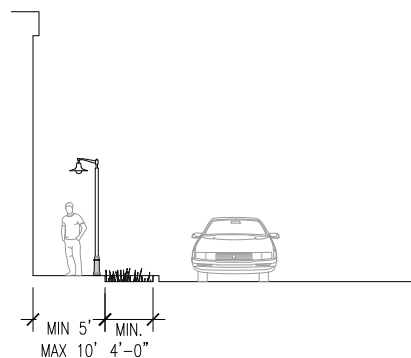
Trees along major streets should be at an average spacing not greater than 30 feet on center, or up to 60 feet on center if parallel or head-in parking. Town house developments should require a tree for every unit, tree should be placed with other native plants as a front yard element facing the main street. Dallas Avenue and Jefferson Street are the two major access roads in and out of the site, both streets should be lined with continuous trees, planters and or shrubs.



OPTION A



OPTION B



OPTION C

Guidelines for Roads:

Dallas Avenue
Jefferson Street
Main Street
1st Avenue

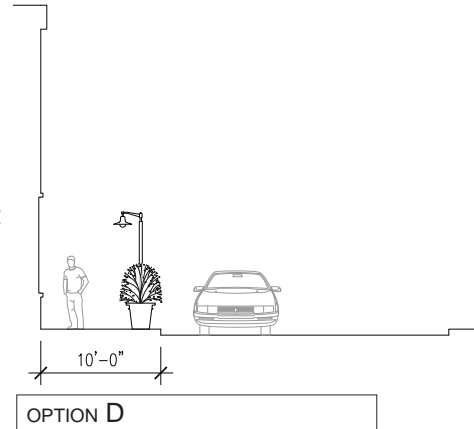
35% of roadside (area between curb and setback) should consist of the following landscape:

- 60% Trees
 - of which 70% evergreens
 - of which 50% large canopy trees
- 20% Native plants or shrubs
 - of which 70% evergreens
- 20% Other or grass

All other roads in the District:

20% of roadside (area between curb and setback) should consist of the following landscape:

- 50% Trees
 - of which 70% evergreens
 - of which 50% large canopy trees
- 20% Native plants or shrubs
 - of which 70% evergreens
- 30% Other or grass



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GOOD EXAMPLE OF UTILIZING SIDEWALKS
WITH MINIMUM PLANTING SPACE



STREET PLANTER AND SHADED AREA FOR RESTING, WHICH WILL BE
LIT WHEN DARK

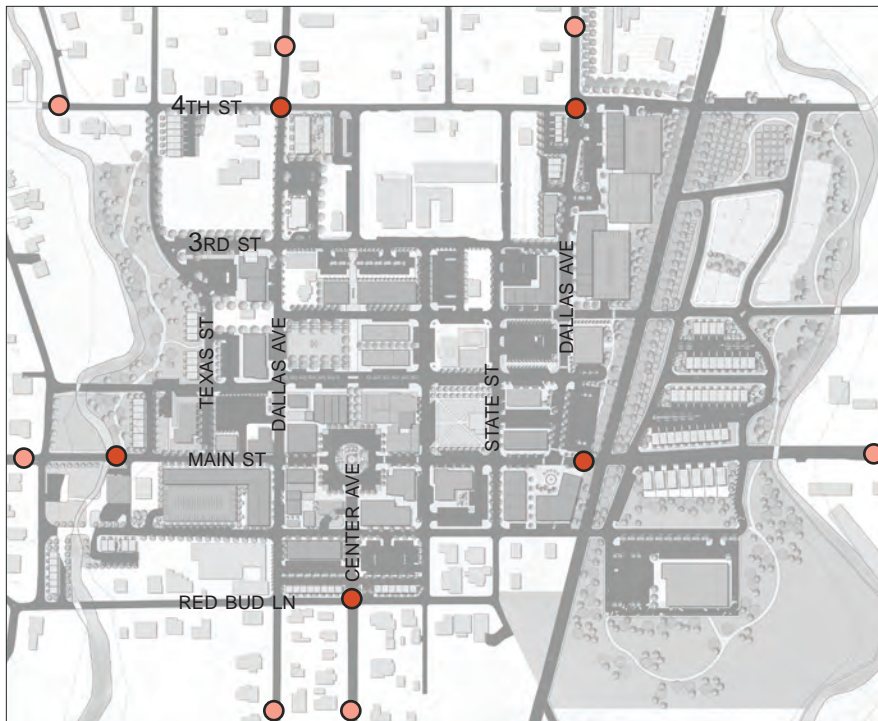


TREE AND STREET LAMPS SHOULD BE IN
LINE IN ORDER NOT TO CREATE CLUTTER,
WHEREVER POSSIBLE

2.3.4 Signage

Types of Signs required:

- Threshold / Entry designation
- Way-finding
 - Into Downtown District and all other Sub-District locations
 - Trail system for pedestrians and bikers
- Historic markers
- Street Signs



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It is recommended that all street signage (including traffic signs) be a standardized and of the same style, this will create a cohesive street environment. All historic buildings shall be marked with an emblem visible to the public



Historic Residence within the downtown district should have a consistent numbering plate of substantial material with sufficient lighting in the dark.

2.3.5 Screening & Buffering elements

Elements that need to be screened:

- 100 % Utility [on the ground and above buildings]
- 60% Service areas for businesses [maintained and clean]
- 100% Dumpsters [must be screened on all visible sides by masonry wall with access doors]
- 100% Train tracks [lined with two rows of trees and berms where ever possible and low fence]
- 75% Parking garages [non-invasive plants, trees and/or low reflective screen]
- 60% Surface Parking lots [trees, shrubs or low wall]



16



EXAMPLE OF LINE OF TREES SCREENING
A SERVICE WALL



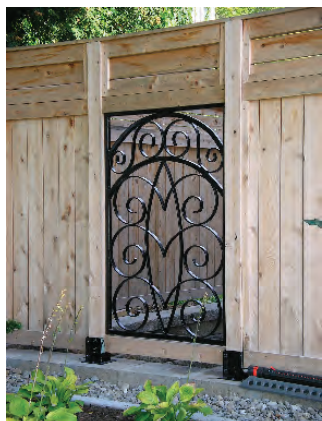
EXAMPLE OF TRACK CROSSING SHOWING
FENCE AND DENSE TREES WITH CLEAR CROSS-
ING PATH

Fencing should be kept to a minimum when possible, if due activity or program fencing is required we recommend the use of the following:

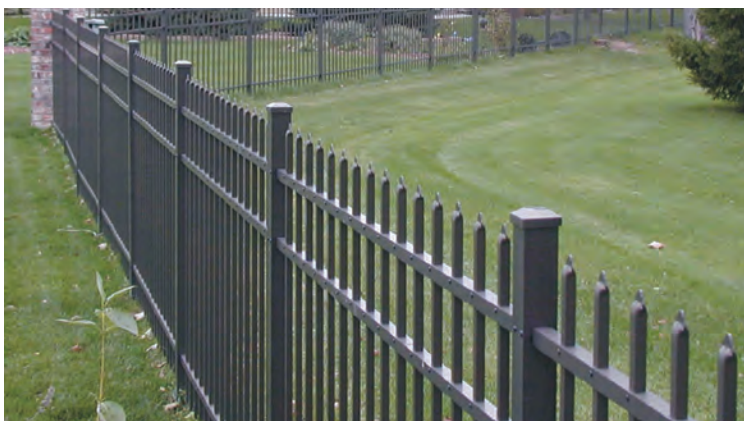
- Ornate iron fence
- Aluminum fence
- Wood fence (well maintained)
- Picket fence
- Board on board

The following is not accepted:

- Barbed wire fence
- Chicken wire fence
- Electric fence
- Chain link fence [may be used for construction sites on a temporary basis with advertisement of the project or signage screening the fence itself]



EXAMPLE IRON AND WOOD COMBINATION



EXAMPLE ALUMINIUM FENCE

2.3.6 Lighting

All public roadways should be well lit for automobile and pedestrian use. Pedestrian-scale lighting should be considered to avoid glare that is associated to large-scale street lamps. Lighting is critical for pedestrian safety at intersections, mid-block crossing points and along sidewalks. At intersections and mid-block street crossings, overhead illumination should be considered so pedestrians in crosswalks are visible. Blocks that are larger than downtown city blocks should place lamps at 80 feet on center. Directional lighting should not be excessive and no lighting towards the sky in order to avoid light pollution, no spot-lighting, except when lighting a flagpole or a specific object. When flood-lighting a facade it should remain consistent without hot spots.

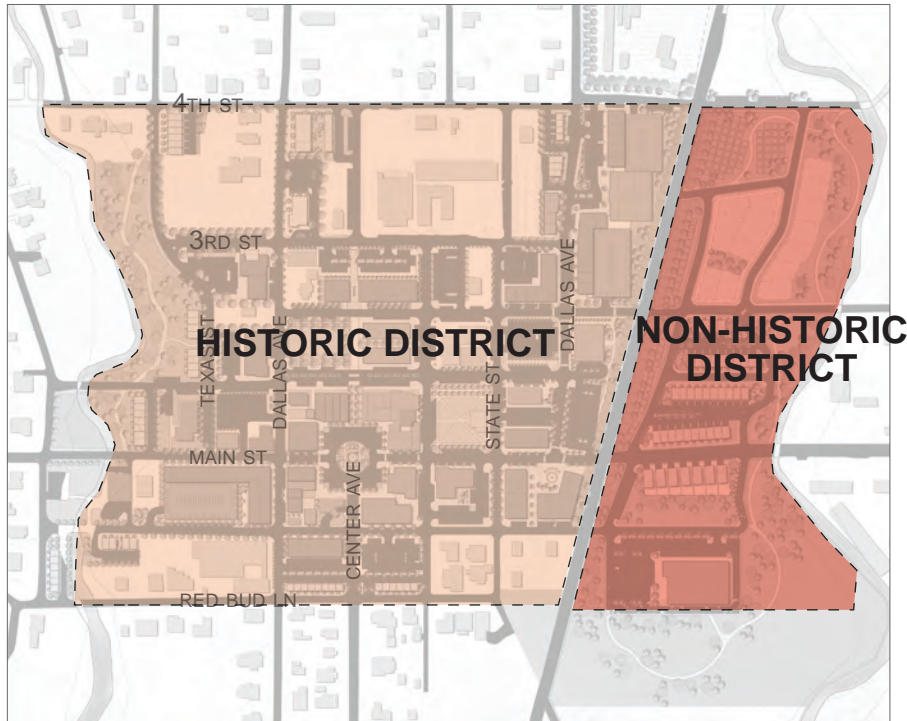
Road lights and pedestrian lights should be consistent in style with the signage poles and traffic signage.



3.0 BUILDING DESIGN GUIDELINES

The intent is to set a standard for building mass, height, dimensions, opacity, material, and openings. These design guidelines will enhance the overall appearance of the district, although, all the buildings will not look the same it is a means to sustain continuity in the architectural environment.

3.1 SITE MAP



Sub-Districts rule over Districts outline.

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3.2 HISTORIC DISTRICT

3.2.1 Historic District

The architecture in the downtown district ranges from homes built in 1890's, 1920's and some 1950's. The style of all these are significantly diverse; they are from different time periods and were influenced by a variety of people arriving to settle.

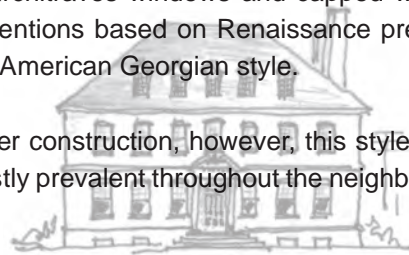
There exist over ten historic American house styles. Some vary drastically and some have a few different articulations. Most historic style architecture within the last century has been a revivalism of some sort from the past 500 years and on. In combination with a lot of these types are more modern styles, which in our eyes are still vernacular type structures, but for their setting they were progressive. Various styles emerge as a result of challenging and diversifying the previous style of architecture. Inevitably there has always been new versions and additive to the previous style.

The historic buildings that exist in the downtown district are explained below with their original intent and time period when the specific styles were flourished. Many styles came about due to conditions of the climate, material availability and external influence. Today we can build freely and resemble any style and often the architect will allow for modern interpretation in the design so that the needs of the site's climate are met and so that newer building technology is taken into account to benefit the project. In addition to that people's needs are different in terms of program and size, which in effect changes proportions and influences the style. In this process the authenticity of the historic style is often lost, however, it is not feasible for us to build with the same methods that these historic structures were built.

American Georgian also referred to as Colonial Revival

This was and still is widespread in the Eastern coast of America. Proliferation of this style flooded the northern, middle and southern colonies from 1715 – 1780. Characteristics of this style include a strict symmetry, aligned windows, accented panel doors, molded architraves windows and capped with classical crown molding or cornices. The acceptance of conventions based on Renaissance precedents including the classical order was a characteristic of the American Georgian style.

Some reminiscence of the Classical order is apparent in the newer construction; however, this style of architecture is not in line with the historic Texas style that is mostly prevalent throughout the neighborhoods.



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Tudor (Neo-Tudor or Tudor Revival) 1890 - 1930

This style has been misnamed and mis-characterized. There are actually three different styles that are usually mistaken for Tudor Revival. It was originated by Henry Tudor (Henry VIII) then followed by his daughter Elizabeth who died in 1603 which ended the Tudor line. Jacobean followed suit and has been mistaken for Tudor. All three have much in common. Tudor is mainly stucco or masonry, Elizabethan known for half-timbered structures and Jacobean for masonry with Dutch or Flemish gables. Tudor Revival characteristics are the oriel windows, parapet gables, large windows with details of stone with the Tudor arch.

CLYDE MCCURDY _ 1914



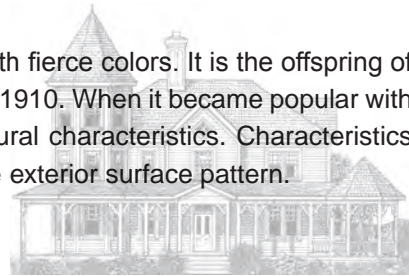
Craftsman Style, Bungalow type, Arts and Crafts Style

This is the newer of all the styles originally from India (Bangla = house) a rural type house. The original bungalow had one story, few rooms and cross ventilation, the overhangs and verandas help deal with the direct sun and reduce the heat. This style became popular in Southern California in the late 1800's and took a different shape from there. This did not form from a revival order of architecture yet a type of building based on functionality and assembly, the bungalow, which is not a style but a type of building was prefabricated as early as 1908 with pre-cut boards and timbers.

A similar style that was articulated well was the Prairie also developed in the early 1900's by Frank Lloyd Wright echoing the Midwestern prairie type low-horizontal homes with an eastern flair in articulation.

Victorian Queen Anne Style

Victorian Style also called Queen Anne style is fairly elaborate with fierce colors. It is the offspring of the Arts and Crafts movement that evolved in England from 1880-1910. When it became popular with mail-in order it was stripped of some of its elaborative architectural characteristics. Characteristics consist of half-timbering, assertive chimneys, varied but cohesive exterior surface pattern.



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3.2.2 Design Guidelines

We recommend Texas vernacular for the commercial buildings that occupy the Historic District. Any of the above mentioned styles are sufficient for town houses, condominiums, hotel, City Hall and single-family residence. These buildings are individual structures which entails the styles mentioned above, while the mixed-use and retail buildings along the streets are to be continuous and would require a different typology of building structure.



EXAMPLE OF FACADE ELEVATION

Commercial buildings - 75% of the frontage should be dedicated to the business on the ground level. The remaining shall be dedicated to lobby or entrance to facilities on the upper levels. Signage for each business must be located within their designated area.

Each ground-floor commercial space must have a customer entrance that opens directly onto the sidewalk; a glazing height of not less than 10 feet, measured from the finished floor to the bottom of mullion and a maximum of 15 feet glazing dedicated to the ground level.

Glazing on the ground floor should be minimum 60% and maximum of 90% with enough visibility for merchandize. Display windows must be maintained; for retail they should be used as display cases and not windows into retails spaces.

Window on the upper levels should not be spaced more than 6 feet apart. Above the ground level all windows shall be operable windows and inset from the building face 6 inches minimum. Vertical bays between B1 and B2 should not be more than 12 feet in height, see elevation (previous page).

Height - To ensure vertical consistency all buildings should be
24 feet minimum
35 feet maximum, with the following exception(s)
City Hall - 45 feet maximum height, not including tower element if applicable

Maximum building length in any direction shall not exceed 350 feet. Buildings shall reinforce and pronounce corner condition at street intersections that occupy commercial use. Corner clips and other design approaches that do not form an orthogonal corner shall be considered as well as height change in the corner.

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Parapets concealing flat roofs and rooftop equipment from public view is encouraged. Parapets shall feature three dimensional cornice treatments.

Canopy should be placed above entrance for all ground level commercial buildings. The bottom of all canopies should be one of the following:

- 10 feet (minimum) above finish grade
- 12 feet above finish grade
- 12 feet - 10 inches above finish grade

Overhanging canopies shall not extend more than 7 feet out the face of the building.
Canopies should be metal material with a slope enough for water drainage and attached to the building by means of cable tension.
8 inches minimum and 14 inches maximum canopy thickness



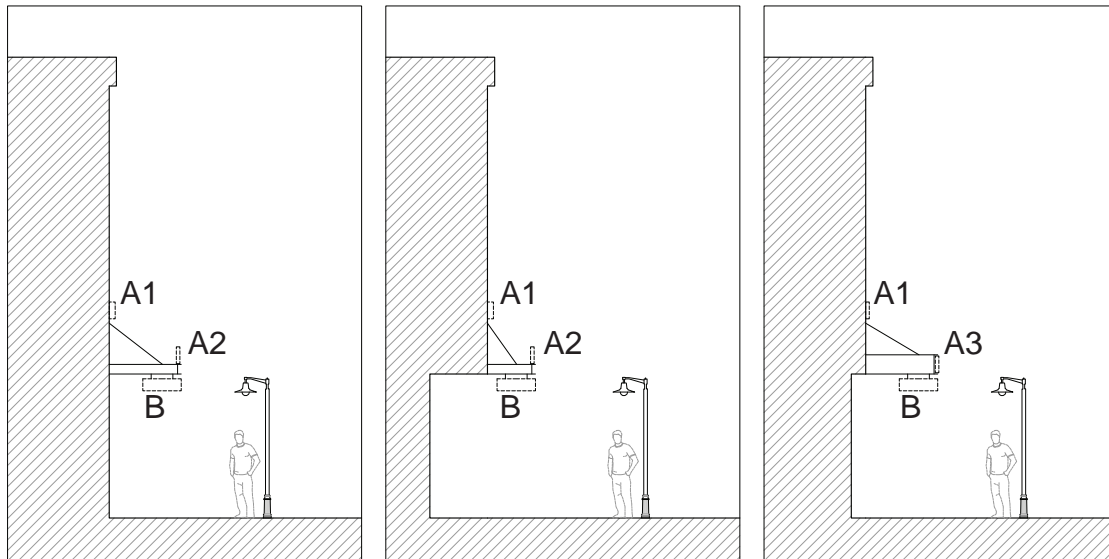
NOT A GOOD EXAMPLE OF CORNER BUILDING



A GOOD EXAMPLE OF CORNER BUILDING

Signage shall be located:

- A1 Above canopy on face of building
- A2 On canopy face
- A3 On canopy face [signage font can not extend outside of canopy bottom or top, 10 inches minimum in order to apply text, 14 inches maximum.
- B Hung from the bottom of canopy, bottom of sign can not be less than 8 feet 10 inches (8'-10") from finish floor



Signage letters shall be 4 inches thick minimum and 10 inches thick maximum. Letters may directly mount flush with canopy/ ledge or be attached with stand-offs. Lighting must be provided for all type A signage. Exterior signage shall be internally illuminated channel letters. Methods of lighting may include but not be limited to:

- Halo illumination
- Illuminated surface
- Back-lit

Exposed neon tubes shall not be permitted, all exterior signage must withstand weather conditions. Signs may be controlled by time-clock and stay lit while business is in operation. All lamps must be fully concealed within letters and not visible from any location accessible to the public. All transformers and electrical hardware shall be concealed and not visible to the public.

Materials used in the historic district shall consist of

- Masonry (brick, stone, slate) 55% minimum / 70% maximum
- Glazing 30% minimum / 45% maximum

Optional

- Stucco for accents (External Insulated Finish System Prohibited) 10% maximum
- Split-wood frame residential use only
- Metal articulations

Prohibited cladding materials:

- Smooth, unfinished or no textured concrete masonry units or concrete walls
- Natural or simulated wood siding
- Vinyl or plastic siding
- Wood roof shingles
- Reflective glass
- Metal siding without an architectural finish
- Architectural foam detailing
- EIFS (for the first three building stories)
- Un-fired or under-fired clay, brick or other masonry product

Use of brick is recommended for most of the commercial buildings, use of other masonry may be used for accenting. Use of brick can be used in various ways to accent with itself by indenting, rotating and change of color.

3.3 NON-HISTORIC DISTRICT

3.3.1 Non-Historic District Guidelines

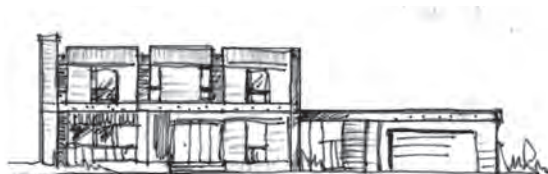
23

All of Keller's Branch District lays in the Non-Historic District which is separated by the BNSF tracks from downtown. This is great opportunity for the city to bring something new and different to the area in order to attract a variety of people to the site. We recommend the residence to be build on interpretations of some of the historic styles, so that there are some consistencies within the whole district.

Height - To ensure vertical consistency all buildings should be

- 35 feet maximum for single-family
- 30 feet minimum for town houses and condominiums
- 42 feet maximum height town houses and condominiums

Maximum building length in any direction shall not exceed 200 feet. Buildings shall consist of breaks along the facade. It is recommended and each town house be articulated individually.



Parapets concealing flat roofs and rooftop equipment from public view is encouraged.

Overhanging canopies shall not extend more than 7 feet out the face of the building into the setback

Materials used in the historic district shall consist of

Masonry (brick, stone, slate) 55% minimum / 70% maximum

Glazing 30% minimum / 45% maximum

Optional

Stucco for accents (External Insulated Finish System Prohibited) 10% maximum

Split-wood frame residential use only

Metal articulations

Prohibited cladding materials:

Vinyl or plastic siding

Wood roof shingles

Reflective glass

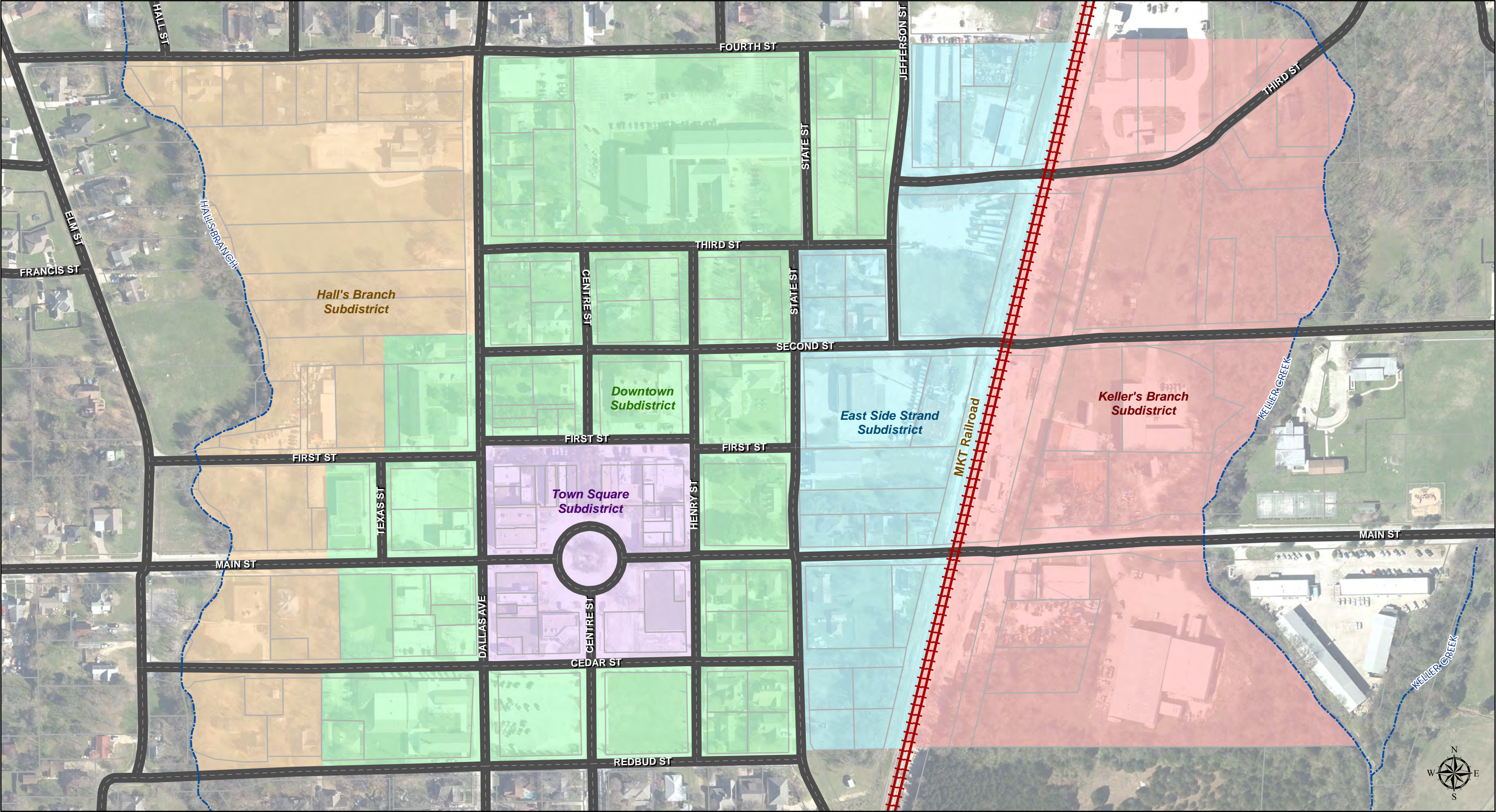
Architectural foam detailing

EIFS (for the first three building stories)

Un-fired or under-fired clay, brick or other masonry product

It is recommended for this area to be unique and experimental with it's architectural style.





Railroads

Creeks

Parcels

Keller's Branch Parcels

Downtown Design Districts

Subdistrict

Downtown

East Side Strand

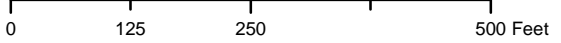
Hall's Branch

Keller's Branch

Town Square



City of Lancaster
Downtown Design
Overlay District



Prohibited Uses:

The following uses are explicitly prohibited in the Downtown District, Hall's Branch District, Keller Branch District and East Side Strand, regardless, if said uses are stated as permitted or conditional uses in the underlying districts:

Wireless Communication Facilities (except for antennas attached to existing building)

Temporary Asphalt or Concrete Plants

Rock Crushing

Mining and Quarrying

Solid Waste Incinerators

RV Campgrounds

Riding Academy or Stable

Warehouse, Self-service storage

Welding or Machine Shop

Vehicle Storage Yard

Correctional Placement Residence

Car Wash

Outdoor Storage

Commercial Parking area (other than parking lots stated in the guidelines)

Pawnshop

Outdoor Vehicle & Equipment Sales

Recycling Processing Center

Tattooing & Body Piercing Facility

Manufacturing

Warehousing

Gas and Fuel Storage and Sales

Oil or Gas Drilling

Vehicle Repair, General

Medical Services within a "B - Multifamily" District

Single-Family Dwelling (other than areas designated for this use *Keller Branch District under special conditions)

Urban Neighborhood

Character & Intent

Urban neighborhoods provide a range of housing choices, including higher densities that target residents from young professionals to empty nesters. The urban neighborhood will encourage active living, walkable streets and open space access.

Land Use Considerations

Primary Land Uses

Townhomes, urban residential, live/work/shop units

Secondary Land Uses

Single-family detached, civic and institutional uses, parks and community buildings

Precedent Photos



Mixed-Use Neighborhood

Character & Intent

Mixed-use neighborhoods will offer Lancaster residents the ability to live, work and play in the same location. These neighborhoods will offer a mix of housing types and residential densities ranging from single-family attached units to urban residential structures within walking distance of the goods and services required for daily living. They will include both vertically and horizontally integrated mixed-use buildings in a highly walkable environment.

Land Use Considerations

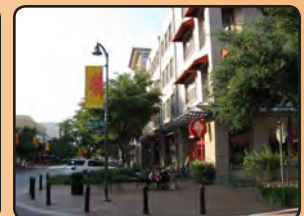
Primary Land Uses

Retail, restaurants, townhomes, urban residential, senior housing, professional office, live/work/shop units

Secondary Land Uses

Civic and institutional uses, parks, community buildings

Precedent Photos



Town Center

Character & Intent

The Town Center will be the focal point for economic, entertainment and community activity, focusing as an employment center and shopping destination. A civic component is envisioned for City administration and operations as well as community gathering and event space. This area will include active living and is highly walkable.

Land Use Considerations

Primary Land Uses

Single family detached, duplex, urban residential, senior housing, restaurants, retail, professional office, live/work/shop units

Secondary Land Uses

Civic and institutional uses, parks, community buildings

Precedent Photos



Village Center

Character & Intent

The Village Center will be an area for entertainment and community activity while serving as an employment center and shopping destination. It will be an active living area that is highly walkable with areas for community gathering and events. This will be achieved through vertically and horizontally integrated buildings.

Land Use Considerations

Primary Land Uses

Single-family detached, duplex, townhomes, urban residential, senior housing, restaurant, retail, professional office, live/work/shop units.

Secondary Land Uses

Civic and institutional uses, parks, community buildings.

Precedent Photos



Suburban Mixed-Use Center

Character & Intent

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

Land Use Considerations

Primary Land Uses

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

Secondary Land Uses

Civic and institutional uses, parks

Precedent Photos



Commercial Corridor

Character & Intent

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

Land Use Considerations

Primary Land Uses

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

Secondary Land Uses

Civic and institutional uses, parks

Precedent Photos



CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting

12.

Meeting Date: 10/25/2021

Policy Statement: This request supports the City Council 2021-2022 Policy Agenda

Goal(s): Professional and Committed City Workforce

Submitted by: Opal Mauldin-Jones, City Manager

Agenda Caption:

The City Council shall convene into closed executive session pursuant to:

- a. Section § 551.071(1)(a) of the Texas Government Code to seek legal advice from the City Attorney concerning pending or contemplated litigation on the Opioid settlement.
- b. Section § 551.074 (a)(1) of the Texas Government Code to deliberate the appointment, employment, evaluation duties or dismissal of a public officer, to wit: the Municipal Judge.
- c. Section § 551.074 (a)(1) of the Texas Government Code to deliberate the appointment, employment, evaluation duties or dismissal of a public officer, to wit: the City Manager.

LANCASTER CITY COUNCIL

City Council Regular Meeting

13.

Meeting Date: 10/25/2021

Policy Statement: This request supports the City Council 2021-2022 Policy Agenda

Goal(s): Professional and Committed City Workforce

Submitted by: Opal Mauldin-Jones, City Manager

Agenda Caption:

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

Background:

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