



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



Monday, November 14, 2022 - 7:00 PM

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>

Please click the link below to join the webinar:

<https://us02web.zoom.us/join/tZUpccuuuqD0iE9UAsZgReZ0EWG8lfbPHYtOf>

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

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

7:00 P.M. SPECIAL WORK SESSION:

CALL TO ORDER

- 1 Receive an update from the Crisis Assessment & Resource Engagement (CARE) Team.
- 2 Discuss and receive an update on the fourth quarter of Fiscal Year (FY) 2021/2022 on the operations and management of Country View Golf Course.
- 3 Discuss and receive a presentation regarding the Quarterly Financial Report for the fourth quarter of Fiscal Year (FY) 2021/2022 for the period beginning July 1, 2022, and ending September 30, 2022.

ADJOURN SPECIAL WORK SESSION

7:15 P.M. REGULAR MEETING:

CALL TO ORDER

INVOCATION: Lancaster Interdenominational Ministerial Alliance (LIMA)

PLEDGE OF ALLEGIANCE: Councilmember Keithsha Wheaton

PROCLAMATION: Small Business Saturday, Municipal Court Week

ACKNOWLEDGEMENTS: Civic Leadership Class Graduation

PUBLIC TESTIMONY/CITIZENS 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 October 10, 2022 and October 24, 2022.
- 2 Consider a resolution approving the terms and conditions of a Professional Service Agreement with Touchstone Golf LLC. (Touchstone) for the management of the Country View Golf Course.
- 3 Consider a resolution approving the terms and conditions of the 2022 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.
- 4 Consider a resolution canceling the City Council Regular Meeting of November 28, 2022; Work Session of December 19, 2022; Regular Meeting of December 26, 2022; and Work Session of January 16, 2023.

ACTION:

- 5 Discuss and consider an amendment to Ordinance 2021-09-46 by increasing the Fiscal Year 2021/2022 Budget for the State Seized Property Fund.
- 6 Discuss and consider an amendment to Ordinance 2021-09-45 amending the Fiscal Year 2021/2022 Budgets for the Lancaster Economic Development Corporation Fund (LEDC), Golf Course Fund, and Water & Sewer Fund.
- 7 Discuss and consider a resolution authorizing the City Manager to execute a letter agreement authorizing repayment to the Texas Comptroller in an amount not to exceed three million fourteen thousand, nine hundred seventeen dollars and ten cents (\$3,014,917.10) plus a 2% fee for a taxpayer claim of over accrual of sales and use taxes.
- 8 M22-36 Discuss and consider a resolution granting a non-exclusive easement (0.010-acre) to Oncor Electric Delivery Company, LLC from the City of Lancaster, Texas for a power line upgrade located along Belt Line Road in the James McMillan Survey, Abstract No. 987 Section 25, Lancaster, Texas; 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.

- 9 M22-32 Discuss and consider a resolution authorizing the City Manager to execute a development agreement with Schlacter Realty, LTD., relating to building materials for the development of the property located approximately 2,034 feet south of the intersection of Sunrise Road and Belt Line Road. It is further described as tracts of land situated in Tracts I and II (David A. Schlachter) and Tract III (Schlachter Realty, LTD), of the John Little Survey, Abstract No. 768, the M.H. Lavender Survey, Abstract No. 766, the E. Little Survey, Abstract No. 787, and the D. Garner Survey, Abstract No. 530, City of Lancaster, Dallas County, Texas.

PUBLIC HEARING:

- 10 Z22-09 Conduct a public hearing and consider a rezoning request from Agricultural Open (AO) Lanport Overlay to Planned Development- Light Industrial (LI). The property is located approximately 2,034 feet south of the intersection of Sunrise Road and Belt Line Road. It is further described as tracts of land situated in Tracts I and II (David A. Schlachter) and Tract III (Schlachter Realty, LTD), of the John Little Survey, Abstract No. 768, the M.H. Lavender Survey, Abstract No. 766, the E. Little Survey, Abstract No. 787, and the D. Garner Survey, Abstract No. 530, City of Lancaster, Dallas County, Texas.
- 11 M22-18 Conduct a public hearing and consider several requests to amend the 2020 Master Thoroughfare Plan of the City of Lancaster's Comprehensive Plan. 1) Delete the segment of Pinto Road from the Sunrise Road Connector to Sunrise Road. 2) Delete the segment of Van Road between its intersection with the existing Sunrise Road and the realigned proposed Sunrise Road. 3) Delete the segment of Ferris Road between the existing Sunrise Road and the realigned proposed Sunrise Road.
- 12 M22-28 Conduct a public hearing and consider a parking exception request on the property addressed as 3005 Wintergreen Road for a research and development facility. The property is known as Lot 1, Block A, of the Mars Addition, City of Lancaster, Dallas County, Texas.
- 13 Z22-17 Conduct a public hearing and consider a Specific Use Permit (SUP) to allow for a Minor Auto Repair facility on property zoned Commercial Highway (CH) Medical District Overlay with a Specific Use Permit (SUP) for Outside Display and Storage, addressed as 1452 North I-35E located north of the intersection of North I-35 and Pleasant Run Road known as Lots 8, 9 & PT LT 10, Block A, out of the Beckley City Lots Addition.

EXECUTIVE SESSION:

- 14 In accordance with Chapter 551 of the Texas Government Code (the Texas Open Meetings Act), the City Council may meet in executive session to discuss the following:
1. Section 551.071 (2 legal advice) of the Texas Government Code, the City Council shall convene in executive session to confer with the City's attorney to discuss the proposed special purpose Local Government Corporation (LGC).
 2. Section 551.071 of the Texas Government Code, the City Council shall convene in executive session to confer with the City's attorney to discuss pending, threatened, contemplated or potential related litigation in regard to Real Property located at 632 Reindeer Road.
- 15 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 November 11, 2022, @ 5:35 p.m. and copies thereof were provided to the Mayor, Mayor Pro-Tempore, Deputy Mayor Pro-Tempore and Council members.



Carey D. Neal, Jr.

Assistant City Manager

CITY OF LANCASTER CITY COUNCIL

City Council Special Work Session and Regular Meeting

1.

Meeting Date: 11/14/2022

Policy Statement: This request supports the City Council 2022-2023 Policy Agenda

Goal(s): Healthy, Safe & Engaged Community
Professional and Committed City Workforce

Submitted by: Opal Mauldin-Jones, City Manager
Sam Urbanski, Police Chief

Agenda Caption:

Receive an update from the Crisis Assessment & Resource Engagement (CARE) Team.

Background:

In July 2020, Dallas County Judge Clay Jenkins requested that I, along with our Police Chief, serve on the Dallas County New Directions for Public Safety and Positive Community Change Working Group. The work group was comprised of city managers from Balch Springs, Dallas, DeSoto, Irving, Lancaster and Mesquite as well as the Dallas County District Attorney; and community members from various social justice and faith-based organizations, including individuals such as Dr. Frederick D. Haynes of Friendship West Baptist Church. The working group met for six weeks beginning in July 2020. Major areas of discussion were: Overcriminalization / Alternatives to Incarceration and Arrest / Barriers to Re-Entry for Mental Health as Crisis Point / Non-Police Intervention Investments in Health Care, Mental Health Services, Community Health for Homelessness as a Crisis Point / Non-Police Intervention Investments and Policies to Create Housing Affordable to Low-Wage Individuals and Households.

Responsively, the Dallas County Commissioners Court allocated a total of \$3,000,000 for grant proposals towards the New Direction Public Safety Grant. The goal of this grant is to provide funds to help cities and groups of cities address the crisis of criminalization, mental health, poverty and homelessness and utilize alternatives to police response and incarceration to Dallas County residents. The proposals funded by this grant will in turn provide information and data for the University of Texas at Dallas Institute of Urban Policy Research on their development of an evaluation tool to monitor the effectiveness of the programs developed by the cities.

The City of DeSoto was awarded the Dallas County New Directions Public Safety Grant for the implementation of a regional system with Best Southwest Cities. The City of DeSoto had already implemented their Crisis Assessment and Resource Engagement (CARE) Team. The CARE team provides prevention and follow-up activities in response to individuals and their families/support systems experiencing behavioral health needs, in order to lessen the frequency of crisis interventions that require Police Patrol or Fire Rescue Response, Emergency Hospitalization, or Arrest/Incarceration. The grant allowed DeSoto to extend the program to the Best Southwest Cities and Glenn Heights. Participation in the grant requires the City to enter into an Interlocal Agreement.

City Council received a presentation on the program during the March 21, 2022, Work Session Meeting. At the March 28, 2022, Regular Meeting, City Council approved a resolution authorizing the terms and conditions of an interlocal agreement with the City of Desoto for the provision of Mental Health Services through the Crisis Assessment and Resources Engagement (CARE) Team.

City Council will receive a presentation from DeSoto representatives to share program updates.

CITY OF LANCASTER CITY COUNCIL

City Council Special Work Session and Regular Meeting

2.

Meeting Date: 11/14/2022

Policy Statement: This request supports the City Council 2022-2023 Policy Agenda

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

Submitted by: Ray Silva-Reyes, Assistant City Manager

Agenda Caption:

Discuss and receive an update on the fourth quarter of Fiscal Year (FY) 2021/2022 on the operations and management of Country View Golf Course.

Background:

On January 29, 2018, the City Council approved a management agreement with Touchstone Golf, LLC. An amendment to the agreement will be considered at the November 14, 2022 Regular Meeting of the City Council for the golf course operations.

City Council requested a quarterly update on the operations of Country View Golf Course for the fourth quarter of FY 2021/2022 for the period of July 1, 2022, through September 30, 2022. This is the quarterly update.

Attachments

Quarterly Update

Country View Golf Club

Fourth Quarter Update

July 1, 2022 – September 30, 2022

Summary

Country View continues to welcome new and returning golfers each week. Many of the after-play reviews we receive on our online survey is that Country View has some of the best greens and friendliest staff in the Dallas/Fort Worth Area.

The Golf Course

- Course surveys are being sent out to all golfers that play the course. These surveys help our team improve to meet the needs of our guests. During the 4th quarter, 381 surveys were filled out. Golf course staff continues to improve course conditions throughout the golf course making Country View a leading contender in the golf industry.
- Our rating on golfnow.com is 4 stars out of 5 stars.

Golf Operations

- Rounds of golf recorded were 8,075 this quarter compared to 8,130 last year. A decrease of 55 rounds due to the 2 day closure when the course was flooded in August.
- Green Fee & Cart Fee revenues for the quarter ended at \$192,137.00 compared to \$192,151.00 in 2021. A decrease of \$14.00.
- We have an active membership of 192 golfers over last year at 132 golfers. Member dues for this quarter were \$27,466 compared to last year at \$20,990. This is an increase of \$6,476.00. Course conditions are a credit to the increase in membership.
- Monthly hosted tournaments continue with a total of 6 for this quarter.

Food & Beverage

- Food & Beverage Revenue for this quarter is at \$54,107 compared to last year at \$49,241. This is an increase of \$4,866. This is driven by restaurant, private event, and tournament food sales. In the 4th quarter there were 12 private events along with 6 golf tournaments.

CITY OF LANCASTER CITY COUNCIL

City Council Special Work Session and Regular Meeting

3.

Meeting Date: 11/14/2022

Policy Statement: This request supports the City Council 2022-2023 Policy Agenda

Goal(s): Financially Sound Government

Submitted by: Mike Delmore, Director of Finance

Agenda Caption:

Discuss and receive a presentation regarding the Quarterly Financial Report for the fourth quarter of Fiscal Year (FY) 2021/2022 for the period beginning July 1, 2022, and ending September 30, 2022.

Background:

The broad purpose of the City's Financial and Investment policy statements is to enable the City to achieve and maintain a long-term stable and positive financial position, and provide guidelines for the day-to day planning and operations of the City's financial affairs. The following information is representative of the fourth quarter of fiscal year 2021/2022; July 1, 2022, through September 30, 2022. All figures are preliminary/unaudited and may change as the Comprehensive Annual Financial Report is finalized.

Attachments

4th Quarter Financial Statements



**City of Lancaster
Quarterly
Investment and Financial
Reports
Fourth Quarter FY2022**

Authorization Statement

**This is to acknowledge that I have reviewed and approved the City of
Lancaster's Quarterly Financial Report
for the Fourth Quarter FY2022 ending September 30, 2022**

Reviewed By: Chris Harris
Assistant Director of Finance

Date: 11/1/2022

Approved By: Michael J. Delmore
Director of Finance

Date: 11/1/2022

Approved and Authorized to Present to City Council:

Opal Mauldin-Gunn
City Manager

Date: 11/10/2022



CITY-WIDE OPERATING FUND TOTALS

Unaudited Revenues and Expenditures

Fourth Quarter FY2022

July 2022 thru September 2022

100% Optimal Expenditure Rate




		2021	2021	2022	2022	2022
		Qtr. Ending	Actual	Qtr. Ending	Actual	% of Budget
		09/2021	To Date	09/2022	To Date	
TOTAL REVENUES					Adopted Budget	
1	General Fund	8,212,933	39,662,973	5,745,414	41,845,734	121%
2	G.O. Debt Service	526,868	7,785,260	84,232	6,748,355	103%
4	Street Maintenance	6,209	826,698	5,632	893,084	102%
5	WaterWastewater	4,888,908	19,149,826	6,375,228	22,617,802	120%
9	Airport	149,898	433,994	(285,456)	432,102	97%
14	HotelMotel	152,799	281,544	94,424	251,540	163%
16	LEDC/4A	751,960	1,586,990	470,438	1,996,450	151%
17	LRDC/4B	1,596,683	3,431,343	985,943	4,244,858	134%
18	Golf Course	310,509	884,833	318,620	1,065,966	119%
19	Sanitation	749,564	2,751,711	731,393	2,830,031	106%
21	E911	99,841	306,093	80,430	274,187	105%
50	Park Dedication	-	-	-	121,800	0%
53	Stormwater	478,356	1,904,949	530,224	2,002,980	122%
Total		\$ 17,924,528	\$ 79,006,214	\$ 15,136,522	\$ 85,343,914	120%

		2021	2021	2022	2022	2022
		Qtr. Ending	Actual	Qtr. Ending	Actual	% of Budget
		09/2021	To Date	09/2022	To Date	
TOTAL EXPENDITURES					Adopted Budget	Used
1	General Fund	8,871,429	29,922,347	10,722,243	33,683,363	96%
2	G.O. Debt Service	1,260,842	5,508,638	1,218,941	5,497,203	99%
4	Street Maintenance	-	1,738,764	893,084	893,084	97%
5	WaterWastewater	5,460,734	17,486,994	7,541,660	19,687,085	111%
9	Airport	141,596	503,138	(176,791)	454,816	79%
14	HotelMotel	11,643	41,116	3,676	27,001	51%
16	LEDC/4A	263,363	982,423	188,005	1,089,989	79%
17	LRDC/4B	659,616	2,935,400	627,773	2,952,498	82%
18	Golf Course	370,899	996,175	359,133	1,229,533	116%
19	Sanitation	600,016	1,859,182	840,842	1,954,506	93%
21	E911	18,414	273,270	14,374	220,903	100%
53	Stormwater	778,886	1,692,449	686,895	1,912,673	85%
Total		\$ 18,437,438	\$ 63,939,895	\$ 22,919,834	\$ 69,602,655	98%



GENERAL FUND
Unaudited Revenues and Expenditures
Fourth Quarter FY2022
July 2022 thru September 2022
 100% Optimal Expenditure Rate



						
REVENUES	2021 Qtr. Ending 09/2021	2021 Actual To Date	2022 Qtr. Ending 09/2022	2022 Actual To Date	2022 Adopted Budget	2022 % of Budget
PROPERTY TAX	1,269,242	20,894,057	125,957	20,846,326	19,937,167	105%
SALES TAX	3,733,049	7,817,596	2,116,749	9,588,018	6,500,000	148%
FRANCHISE TAX	825,444	1,938,224	500,097	1,665,499	1,880,000	89%
LICENSES AND PERMITS	346,783	3,249,348	1,326,597	3,898,812	1,611,000	242%
INTERGOVERNMENTAL	(24,119)	15,000	30,055	41,411	15,000	276%
CHARGES FOR SERVICES	1,117,997	2,124,028	465,406	1,710,956	1,129,600	151%
FINES AND FORFEITURES	182,421	778,395	174,260	757,745	797,000	95%
INTEREST	2,375	15,136	179,975	264,617	30,000	882%
MISCELLANEOUS	(10,535)	266,779	118,084	234,129	65,665	357%
OPERATING TRANSFERS IN	580,266	2,321,064	637,472	2,570,393	2,577,228	100%
GRANT & Other Income	180,186	220,601	60,704	233,151	2,500	9326%
Total	\$ 8,212,933	\$ 39,662,973	\$ 5,745,414	\$ 41,845,734	\$ 34,559,160	121%

EXPENDITURES	2021 Qtr. Ending 09/2021	2021 Actual To Date	2022 Qtr. Ending 09/2022	2022 Actual To Date	2022 Adopted Budget	2022 % of Budget Used
1 City Council	55,851	95,541	46,092	120,405	145,442	83%
2 City Manager's Office	293,779	932,980	308,923	1,060,638	1,062,900	100%
5 Legal	60,786	149,256	64,474	161,928	238,900	68%
6 Building Services	533,041	1,391,482	323,205	1,514,613	1,489,491	102%
8 Municipal Court	131,444	345,530	107,071	383,559	392,349	98%
9 Building Inspections	72,414	248,306	108,144	351,935	356,886	99%
10 Fleet Maintenance	194,976	661,203	206,357	677,966	691,420	98%
12 Streets Operations	218,561	1,100,475	1,468,030	2,399,803	2,592,396	93%
13 Parks	185,640	659,523	190,008	700,245	700,705	100%
14 Police	2,129,875	7,294,667	2,211,311	7,748,415	7,742,418	100%
15 Fire	2,253,532	8,225,633	2,628,989	9,049,764	9,146,676	99%
16 Non-Departmental	1,220,823	3,342,787	1,460,426	3,596,107	4,103,704	88%
17 Planning	225,190	808,640	104,110	447,254	664,894	67%
18 City Secretary	65,701	210,908	75,966	235,434	236,173	100%
19 Finance	159,173	739,494	170,895	829,593	939,680	88%
20 Emergency Management	9,255	40,581	12,694	57,441	104,458	55%
24 Animal Services	54,543	176,742	69,034	240,751	251,903	96%
29 Purchasing	29,082	118,598	31,877	105,486	124,825	85%
31 Human Resources	170,195	611,098	185,494	699,669	715,054	98%
32 Civil Service	850	8,063	5,650	7,618	8,177	93%
34 Emergency Communications	296,631	989,310	303,426	1,011,904	1,040,143	97%
35 Code Compliance	168,557	543,680	128,750	486,042	543,231	89%
36 Development Services	-	-	147,682	419,625	452,601	93%
37 Information Technology	149,331	626,806	167,678	677,008	676,326	100%
38 Fire Marshal	59,497	202,633	59,231	210,189	226,522	93%
39 City Marshal	46,955	174,123	52,178	185,362	208,796	89%
40 Records	51,586	168,445	53,205	183,612	187,945	98%
52 Vending Contracts	200	480	475	2,692	-	0%
55 Public Relations	33,961	55,365	30,868	118,302	174,530	68%
Total	\$ 8,871,429	\$ 29,922,347	\$ 10,722,243	\$ 33,683,363	\$ 35,218,552	96%



WATER AND SEWER FUND
 Unaudited Revenues and Expenditures
 Fourth Quarter FY2022
 July 2022 thru September 2022
 100% Optimal Expenditure Rate



REVENUES		2021	2021	2022	2022	2022	2022
		Qtr. Ending 09/2021	Actual To Date	Qtr. Ending 09/2022	Actual To Date	Adopted Budget	% of Budget
	Water	2,374,461	8,742,912	3,093,893	10,014,054	8,533,401	117%
	Wastewater	2,281,508	8,577,886	2,467,263	9,511,462	9,430,864	101%
	Fees	179,678	1,268,151	236,566	1,442,378	257,108	561%
	Impact Fees	47,713	529,692	221,817	1,158,972	210,600	550%
	Other Revenue	2,260	6,939	153,118	203,605	342,810	59%
	Interest	3,288	24,247	202,571	287,331	18,236	1576%
Total		\$ 4,888,908	\$ 19,149,826	\$ 6,375,228	\$ 22,617,802	\$ 18,793,019	120%

EXPENDITURES		2021	2021	2022	2022	2022	2022
		Qtr. Ending 09/2021	Actual To Date	Qtr. Ending 09/2022	Actual To Date	Adopted Budget	% of Budget Used
2	Public Works Administration	187,438	640,877	196,894	657,217	853,676	77%
20	Utility Billing	164,390	590,962	158,871	634,829	643,769	99%
21	Water Operations	359,342	2,133,366	1,236,683	2,568,110	1,979,456	130%
22	Non-Departmental	119,064	170,041	18,367	73,219	82,095	89%
27	Meter Reading	389,262	541,069	22,804	184,462	704,014	26%
30	Wastewater Operations	236,471	1,177,239	701,041	1,271,240	1,014,962	125%
42	Wholesale Costs	3,144,034	9,906,011	4,301,564	11,885,786	10,025,609	119%
50	Debt Service	451,827	691,806	465,210	651,321	675,731	96%
80	Transfers Out	408,906	1,635,624	440,225	1,760,901	1,760,901	100%
Total		\$ 5,460,734	\$ 17,486,994	\$ 7,541,660	\$ 19,687,085	\$ 17,740,213	111%



SALES TAX 4A-ECONOMIC DEVELOPMENT

Unaudited Revenues and Expenditures

Fourth Quarter FY2022

July 2022 thru September 2022

100% Optimal Expenditure Rate



REVENUE						
	2021	2021	2022	2022	2022	2022
	Qtr. Ending	Actual	Qtr. Ending	Actual	Adopted	% of Budget
	09/2021	To Date	09/2022	To Date	Budget	
SALES TAXES	746,610	1,563,519	423,350	1,917,604	1,300,000	148%
INTEREST	663	4,721	42,401	60,097	3,613	1663%
TRANSFERS IN	4,688	18,750	4,688	18,750	18,750	100%
Total	\$ 751,960	\$ 1,586,990	\$ 470,438	\$ 1,996,450	\$ 1,322,363	151%

EXPENDITURES						
	2021	2021	2022	2022	2022	2022
	Qtr. Ending	Actual	Qtr. Ending	Actual	Adopted	% of Budget
	09/2021	To Date	09/2022	To Date	Budget	Used
2 ECONOMIC DEV/ADMINISTRATION	119,035	450,326	118,251	430,371	434,686	99%
50 4A DEBT SERVICE	26,938	210,425	21,187	213,125	213,125	100%
60 MARKETING AND ADVERTISING	26,113	78,428	8,107	104,654	106,884	98%
63 INCENTIVE PROGRAMS	76,587	184,487	-	180,000	457,500	39%
80 TRANSFERS OUT	14,689	58,757	40,460	161,840	161,840	100%
Total	\$ 263,363	\$ 982,423	\$ 188,005	\$ 1,089,989	\$ 1,374,035	79%



4B - LRDC FUND
 Unaudited Revenues and Expenditures
 Fourth Quarter FY2022
 July 2022 thru September 2022
 100% Optimal Expenditure Rate



TOTAL REVENUE		2021	2021	2022	2022	2022	2022
		Qtr. Ending 09/2021	Actual To Date	Qtr. Ending 09/2022	Actual To Date	Adopted Budget	% of Budget
0	REVENUE	1,493,384	3,128,444	879,389	3,875,140	2,600,807	149%
7	LIBRARY	3,264	13,207	3,182	11,493	28,377	40%
54	SENIOR LIFE CENTER	52,484	158,386	13,996	64,011	128,200	50%
56	RECREATION CENTER	47,551	131,306	89,376	294,215	402,691	73%
Total		\$ 1,596,683	\$ 3,431,343	\$ 985,943	\$ 4,244,858	\$ 3,160,075	134%

TOTAL EXPENDITURES		2021	2021	2022	2022	2022	2022
		Qtr. Ending 09/2021	Actual To Date	Qtr. Ending 09/2022	Actual To Date	Adopted Budget	% of Budget Used
2	REC ADMINISTRATION	103,057	247,060	68,412	226,412	240,434	94%
7	LIBRARY	100,947	367,405	91,075	364,411	520,885	70%
16	NON-DEPARTMENTAL	27,940	72,993	9,909	59,382	62,000	96%
50	4B DEBT SERVICE	55,917	922,500	60,540	916,416	926,875	99%
54	SENIOR LIFE CENTER	52,415	182,056	45,080	193,525	300,722	64%
56	RECREATION CENTER	229,076	782,328	254,146	797,911	1,169,019	68%
80	TRANSFERS OUT	90,264	361,057	98,611	394,442	394,442	100%
Total		\$ 659,616	\$ 2,935,400	627,773	2,952,498	\$ 3,614,377	82%



WATER AND SEWER FUND
 Unaudited Revenues and Expenditures
 Fourth Quarter FY2022
 July 2022 thru September 2022
 100% Optimal Expenditure Rate



REVENUES		2021	2021	2022	2022	2022	2022
		Qtr. Ending 09/2021	Actual To Date	Qtr. Ending 09/2022	Actual To Date	Adopted Budget	% of Budget
	Water	2,374,461	8,742,912	3,093,893	10,014,054	8,533,401	117%
	Wastewater	2,281,508	8,577,886	2,467,263	9,511,462	9,430,864	101%
	Fees	179,678	1,268,151	236,566	1,442,378	257,108	561%
	Impact Fees	47,713	529,692	221,817	1,158,972	210,600	550%
	Other Revenue	2,260	6,939	153,118	203,605	342,810	59%
	Interest	3,288	24,247	202,571	287,331	18,236	1576%
Total		\$ 4,888,908	\$ 19,149,826	\$ 6,375,228	\$ 22,617,802	\$ 18,793,019	120%

EXPENDITURES		2021	2021	2022	2022	2022	2022
		Qtr. Ending 09/2021	Actual To Date	Qtr. Ending 09/2022	Actual To Date	Adopted Budget	% of Budget Used
2	Public Works Administration	187,438	640,877	196,894	657,217	853,676	77%
20	Utility Billing	164,390	590,962	158,871	634,829	643,769	99%
21	Water Operations	359,342	2,133,366	1,236,683	2,568,110	1,979,456	130%
22	Non-Departmental	119,064	170,041	18,367	73,219	82,095	89%
27	Meter Reading	389,262	541,069	22,804	184,462	704,014	26%
30	Wastewater Operations	236,471	1,177,239	701,041	1,271,240	1,014,962	125%
42	Wholesale Costs	3,144,034	9,906,011	4,301,564	11,885,786	10,025,609	119%
50	Debt Service	451,827	691,806	465,210	651,321	675,731	96%
80	Transfers Out	408,906	1,635,624	440,225	1,760,901	1,760,901	100%
Total		\$ 5,460,734	\$ 17,486,994	\$ 7,541,660	\$ 19,687,085	\$ 17,740,213	111%



City of Lancaster

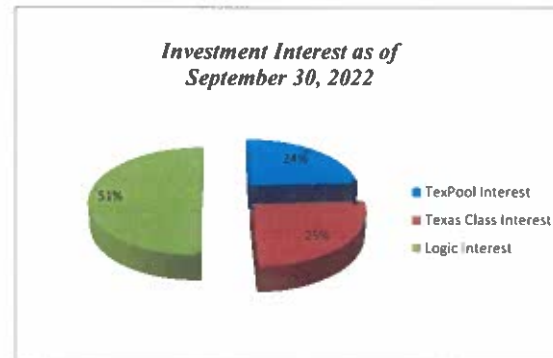
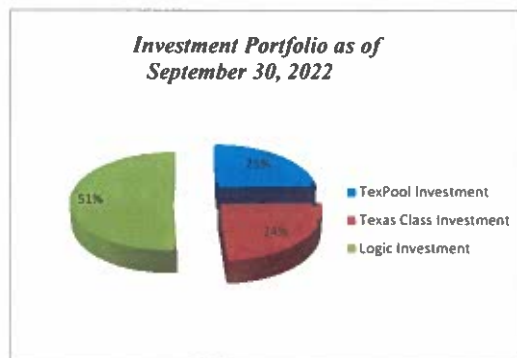
Investment Portfolio Summary - As of September 30, 2022

Investment Types	% of Total Investments	End of Quarter Balance
TexPool Investment		
TexPool	24.58%	\$ 28,236,823
Texpool Total	24.58%	\$ 28,236,823
Texas Class Investment		
Texas Class	24.44%	\$ 28,068,719
Texas Class Total	24.44%	\$ 28,068,719
Logic Investment		
Logic -01	48.67%	\$ 55,894,124
Logic -02	0.00%	\$ 499
Logic -04	1.24%	\$ 1,419,093
Logic -06	1.08%	\$ 1,235,198
Logic Total	50.98%	\$ 58,548,914
Total Investment	100.00%	\$ 114,854,456

Investment Interest Types	% of Total Interest	Quarter Interest Earned
TexPool Interest		
TexPool	24.05%	\$ 146,580
TexPool Qtr. Interest Total	24.05%	\$ 146,580
Texas Class Interest		
Texas Class	25.44%	\$ 155,014
Texas Class Qtr. Interest Total	25.44%	\$ 155,014
Logic Interest		
Logic -01	48.22%	\$ 293,829
Logic -02	0.00%	\$ 3
Logic -04	1.22%	\$ 7,460
Logic -06	1.07%	\$ 6,493
Logic Quarterly Interest Total	50.51%	\$ 307,785
Total Quarterly Interest	100.00%	\$ 609,379

Investment Types	% of Total Investments	End of Quarter Balance
TexPool Investment	24.58%	\$ 28,236,823
Texas Class Investment	24.44%	\$ 28,068,719
Logic Investment	50.98%	\$ 58,548,914
Total Investment	100.00%	\$ 114,854,456

Investment Interest Types	% of Total Interest	Quarter Interest Earned
TexPool Interest	24.05%	\$ 146,580
Texas Class Interest	25.44%	\$ 155,014
Logic Interest	50.51%	\$ 307,785
Total Interest	100.00%	\$ 609,379



COMPLIANCE STATEMENT

The investment portfolio presented in these reports conforms in all respects to the investment policies of the City of Lancaster, Texas; and is being managed under the investment strategy developed and approved by the Lancaster City Council.

Mike Delmore
Mike Delmore - Finance Director

Opal Mauldin-Jones
Opal Mauldin-Jones, City Manager

11/10/22
Date

11/10/2022
Date

CITY OF LANCASTER CITY COUNCIL

City Council Special Work Session and Regular Meeting

1.

Meeting Date: 11/14/2022

Policy Statement: This request supports the City Council 2022-2023 Policy Agenda

Goal(s):

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

Submitted by: Jennifer Avila, Deputy City Secretary

Agenda Caption:

Consider approval of minutes from the City Council Regular Meeting held on October 10, 2022 and October 24, 2022.

Background:

Attached for your review and consideration are minutes from the City Council Regular Meeting held on October 10, 2022 and October 24, 2022.

Attachments

Oct. 10, 2022 Draft Minutes

Oct. 24, 2022 Draft Minutes

MINUTES

LANCASTER CITY COUNCIL REGULAR MEETING AGENDA OF OCTOBER 10, 2022

The City Council of the City of Lancaster, Texas, met in a called Regular Meeting in the Council Chambers of City Hall on October 10, 2022 at 7:00 p.m. with a quorum present to-wit:

Councilmembers Present (City Hall & Zoom):

Mayor Clyde C. Hairston
Carol Strain-Burk
Stanley M. Jaglowski
Keithsha C. Wheaton
Deputy Mayor Pro-Tem Mitchell Cheatham
Mayor Pro-Tem Betty Gooden-Davis

City Staff Present (City Hall & Zoom):

Opal Mauldin-Jones, City Manager (Zoom)
Sorangel O. Arenas, City Secretary
David T. Ritter, City Attorney
Andrew Waits, Director of Public Works
Carey Neal, Assistant City Manager
Dori Lee, Director of Human Resources
Jermaine Sapp, Director of Equipment and Facility Services
Mike Delmore, Director of Finance
Ray Silva-Reyes, Assistant City Manager
Sam Urbanski, Police Chief
Vicki Coleman, Director of Development Services
Cynthia Smith, Admin & Community Relations Supervisor
Scott Finley, Communications and Public Relations Coordinator
Ron Gleaves, IT Manager
Marcus Talton, Assistant Police Chief

Call to Order:

Mayor Hairston called the meeting to order at 7:00 p.m. on October 10, 2022.

Invocation:

Pastor Keith Hall, Grace Temple Fellowship Church gave the invocation.

Pledge of Allegiance:

Councilmember Jaglowski led the pledge of allegiance.

Public Testimony/Citizen's Comments:

Wanda Willis, 1335 Roan Dr., Lancaster, TX 75134; shared concerns over street repairs and the numerous amounts of truck drivers in the City.

Carey Neal, 211 N. Henry St., Lancaster, TX 75146; shared information regarding upcoming Town Hall meeting and Salsa y Salsa event.

Consent Agenda:

1. **Consider approval of minutes from the City Council Regular Meeting held on September 12, 2022**
2. **Consider a resolution adopting City Council Goals and Objectives contained in the August 26, and August 27, 2022, City Council Strategic Planning Report prepared by The Elim Group.**
3. **Consider a resolution approving the terms and conditions of an agreement for street sweeping services with Pannell Industries, Inc., for the purpose of cleaning and sweeping certain streets within the City of Lancaster.**
4. **Consider a resolution approving the terms and conditions of an agreement with Reynolds Asphalt Company for the reconstruction of: (1.) Ames Road between Wintergreen Road and Houston School Road (\$1,095,000.00); (2.) Cedardale Road between Boardwalk Street and Houston School Road (\$865,041.50); and (3.) West Hammond Street between Elm Street and Westridge Avenue (\$386,172.30) for a total amount not to exceed two million three hundred forty-six thousand two hundred thirteen dollars and eighty cents (\$2,346,213.80).**

MOTION: Mayor Pro-Tem Gooden-Davis made a motion, seconded by Councilmember Wheaton to approve consent items C1 - C4. The vote was cast 6 for, 0 against [Mejia absent].

Public Hearing:

5. **M22-28 Conduct a public hearing and consider a parking exception request on the property addressed as 3005 Wintergreen Road for a research and development facility. The property is known as Lot 1, Block A, of the Mars Addition, City of Lancaster, Dallas County, Texas.**

City Manager Mauldin-Jones shared that staff is requesting this item be tabled to the October 24, 2022 Regular Meeting to allow staff to address some concerns with the applicant.

MOTION: Councilmember Jaglowski made a motion, seconded by Councilmember Strain-Burk to table item 5 to the October 24, 2022 Regular Meeting. The vote was cast 6 for, 0 against. [Mejia absent]

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

City Manager Mauldin-Jones shared that Section 3.14 of the City's Home Rule Charter requires the City Council to determine its own rules and procedures and to review them annually following the election. City Council with the guidance of the City Attorney reviewed the Rules and Procedures during the Annual Strategic Planning Session, August 26 and 27, 2022. During the session there was discussion and recommendations made to have amendments to; Section III Media and Community Relations, Letter F., Section V: Code of Ethics, Letter L. - N. and Section VI: Censure Policy, Number 1.

Mayor Hairston opened the public hearing.

There were no speakers.

MOTION: Councilmember Strain- Bruck made a motion, seconded by Mayor Pro-Tem Gooden-Davis to close the public hearing. The vote was cast 6 for, 0 against. [Mejia absent]

MOTION: Mayor Pro-Tem Gooden-Davis made a motion, seconded by Councilmember Wheaton to approve item 6. The vote was cast 6 for, 0 against. [Mejia absent]

Executive Session:

7. The City Council shall convene into closed executive session pursuant to:

- a. Section §551.071 of the Texas Government Code to seek legal advice from the City Attorney concerning pending or contemplated litigation: Bear Creek Ranch Municipal Utility District (MUD).**
- b. Section § 551.074 (a)(1) of the Texas Government Code to deliberate the appointment, employment, evaluation duties or dismissal of a public officer, to wit: the City Attorney.**
- 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 Secretary.**

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

The City Council recessed for Executive Session at 7:15 p.m. and reconvened into open session at 8:08 p.m.

MOTION: Mayor Pro-Tem Gooden-Davis made a motion, seconded by Deputy Mayor Pro-Tem Cheatham to approve the draft memorandum regarding Lancaster MUD #1 and authorize the City Manager to sign and send it on item 7a. The vote was 6 for, 0 against. [Mejia absent]

No action on items 7b and 7c.

MOTION: Councilmember Jaglowski made a motion, seconded by Councilmember Strain-Burk to adjourn. The vote was cast 6 for, 0 against. [Mejia absent]

The meeting was adjourned at 8:11 p.m.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

MINUTES

LANCASTER CITY COUNCIL REGULAR MEETING AGENDA OF OCTOBER 24, 2022

The City Council of the City of Lancaster, Texas, met in a called Regular Meeting in the Council Chambers of City Hall on October 24, 2022 at 7:00 p.m. with a quorum present to-wit:

Councilmembers Present (City Hall & Zoom):

Mayor Clyde C. Hairston
Carol Strain-Burk
Stanley M. Jaglowski
Marco Mejia
Deputy Mayor Pro-Tem Mitchell Cheatham (Zoom)
Mayor Pro-Tem Betty Gooden-Davis

City Staff Present (City Hall & Zoom):

Opal Mauldin-Jones, City Manager
Sorangel O. Arenas, City Secretary
David T. Ritter, City Attorney
Andrew Waits, Director of Public Works
Carey Neal, Assistant City Manager
Dori Lee, Director of Human Resources
Jermaine Sapp, Director of Equipment and Facility Services
Kenneth Johnson, Fire Chief
Lisa Wube, Director of Park and Recreation
Ray Silva-Reyes, Assistant City Manager
Sam Urbanski, Police Chief
Vicki Coleman, Director of Development Services
Cynthia Smith, Admin & Community Relations Supervisor
Keturah Barnett, Assistant to the City Manager
Scott Finley, Communications and Public Relations Coordinator
Reggie Lewis, Executive Assistant to the City Manager

Call to Order:

Mayor Hairston called the meeting to order at 7:00 p.m. on October 24, 2022.

Invocation:

Pastor Donniel Wilson, New Harmony Church gave the invocation.

Pledge of Allegiance:

Councilmember Mejia led the pledge of allegiance.

Proclamation:

Mayor Hairston read the Arbor Day, Breast Cancer Awareness Month and Domestic Violence Awareness Month proclamation.

Public Testimony/Citizen's Comments:

Dori Lee, 211 N. Henry St, Lancaster, TX 75146; shared employee recognition from citizen Andrea Adams for Development Service employee Noemi Salinas for her help and kindness during the process of obtaining a permit. Dori Lee also shared a second employee recognition from citizen Cheryl Wright for James Mays, Parks Operation Manager and Shawn Wood, Water/Wastewater Foreman thanking them for the service they provide the City.

Carey Neal, 211 N. Henry St., Lancaster, TX 75146; shared information regarding the upcoming Town Hall meeting, Boo Bash event and Trash-Off event.

Tasha LaFlore, 645 Francis St., Lancaster, TX 75146 shared concerns regarding abandoned properties, the dangers of cars speeding and declaring a proclamation for Down Syndrome Awareness month.

Consent Agenda:

- 1. Consider approval of minutes from the City Council Regular Meeting held on September 26, 2022**
- 2. Consider a resolution approving the terms and conditions of the 2022 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.**
- 3. Consider a resolution approving the terms and conditions of an Interlocal Agreement by and between Region 16 ESC (Education Service Center) Statewide Cooperative Purchasing Program and the City of Lancaster for the cooperative purchase of goods and services.**
- 4. Consider a resolution approving the terms and conditions of an Interlocal Agreement by and between 791 Purchasing Cooperative and the City of Lancaster for the cooperative purchase of goods and services.**
- 5. Consider a resolution approving the terms and conditions of an Interlocal Agreement by and between Equalis Group and the City of Lancaster for the cooperative purchase of goods and services.**

Mayor Hairston shared that Item C2 was pulled and will be brought back at a future meeting.

MOTION: Councilmember Mejia made a motion, seconded by Mayor Pro-Tem Gooden-Davis to approve consent items C1, C3, C4, C5. The vote was cast 6 for, 0 against [Wheaton absent].

Public Hearing:

- 6. M22-31 Conduct a public hearing and consider an exception request to the Lancaster Development Code Article 14.503 (A) (3)- Residential Garages and Carports waiving the requirement to recess the garage at a property located at 2911 Ames Road. The property is a 0.22 acre tract. The property is known as Lot 16B, Block G, of the Will-Kee Replat Addition, City of Lancaster, Dallas County, Texas.**

City Manager Mauldin-Jones shared that this item is to conduct a public hearing and consider an exception request to the Lancaster Development Code Article 14.503 (A) (3)- Residential Garages and Carports waiving the requirement to recess the garage at a property located at 2911 Ames Road. The property is a 0.22 acre tract. The property is known as Lot 16B, Block G, of the Will-Kee Replat Addition, City of Lancaster, Dallas County, Texas. The Lancaster Development Code Article 14.503 (A) (3) - Residential Garages and Carports, which requires that garages must

be located off an alley; or if accessed from the front street, must be located at least 20-feet behind the closest corner of the front building facade for front entry garages, unless it is a “J-Swing” garage where the garage door is perpendicular to the street. The protruding front-loaded garage does not enhance the building design and is not compatible with the intended character of the garage location requirement. Notice of a Public Hearing was published in the Focus Daily News on September 29, 2022. Notices were sent to property owners within 200' of the request, and a sign was posted on the site. Staff recommends denial of the request as presented

Mayor Hairston opened the public hearing.

Paul Baccus, 407 W Cedar Ridge Dr., Duncanville, TX 75116, the applicant shared that due to the size of the lot it will not allow them to build a J-Swing garage.

MOTION: Councilmember Jaglowski made a motion, seconded by Councilmember Strain-Burk to close the public hearing. The vote was cast 6 for, 0 against. [Wheaton absent]

MOTION: Councilmember Mejia made a motion, seconded by Councilmember Jaglowski to deny item 6. The vote was cast 6 for, 0 against. [Wheaton absent]

Action:

7. Discuss and consider a resolution of the City Council of the City of Lancaster, Texas denying the rate change application proposed by Oncor.

City Manager Mauldin-Jones shared that the City of Lancaster is a member of a 169-city coalition known as the Steering Committee of Cities Served by Oncor (OCSC). Oncor Electric Delivery Company filed an application on or about May 13, 2022 with cities retaining original jurisdiction seeking to increase system-wide transmission and distribution rates by approximately \$251 million or 4.5% over present revenues. Oncor has asked the City to approve an 11.2% increase in residential rates and a 1.6% increase in street lighting rates. If approved, a residential customer using an average of 1,300 kWh per month would see a bill increase of about \$6.02 per month. A denial of Oncor’s proposed increase maintains the status quo until the Public Utility Commission of Texas (PUCT) issues its final order regarding Oncor’s rates and provides the Retail Electric Providers (REPs) adequate time to adjust their billings to end-user customers. Staff recommends approval of the resolution as it will deny the rate change, request as presented.

Councilmember Jaglowski asked if there is an expiration in denying the item.

City Manager Mauldin-Jones clarified that the Public Utility Commission was not able make an agreement with a rate that was reasonable, all the Cities are recommending denial.

MOTION: Councilmember Jaglowski made a motion, seconded by Councilmember Mejia to approve item 7. The vote was cast 6 for, 0 against. [Wheaton absent]

Executive Session:

8. 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, threatened, contemplated or potential related litigation in regard to Real Property located at 1508 Dewberry Boulevard (Bel-Air Place Apartments).
 - b. Sections § 551.071(2) (legal advice) and 551.071(A)(1) (pending or contemplated litigation- Certificate of Occupancy and fire safety permit status for a facility located 3001 Midpoint Drive, Lancaster Texas.
 - 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 Municipal Judge.
 - d. 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.
9. Reconvene into open session. Consider and take appropriate action(s), if any, on closed/executive session matters.

The City Council recessed for Executive Session at 7:33 p.m. and reconvened into open session at 9:01 p.m.

MOTION: Councilmember Mejia made a motion, seconded by Mayor Pro-Tem Gooden-Davis to authorize the City Attorney to draft and file a Chapter 54 Lawsuit under the Texas Local Government Code on item 8a. The vote was 6 for, 0 against. [Wheaton absent]

No action on items 8b, 8c and 8d.

MOTION: Councilmember Mejia made a motion, seconded by Councilmember Strain-Burk to adjourn. The vote was cast 6 for, 0 against. [Wheaton absent]

The meeting was adjourned at 9:02 p.m.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

CITY OF LANCASTER CITY COUNCIL

City Council Special Work Session and Regular Meeting

2.

Meeting Date: 11/14/2022

Policy Statement: This request supports the City Council 2022-2023 Policy Agenda

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

Submitted by: Ray Silva-Reyes, Assistant City Manager

Agenda Caption:

Consider a resolution approving the terms and conditions of a Professional Service Agreement with Touchstone Golf LLC. (Touchstone) for the management of the Country View Golf Course.

Background:

At the October 17, 2022, Work Session Meeting, City Council received a presentation outlining the operations of the Country View Golf Course under the oversight of Touchstone. The contract is set to expire on January 31, 2023. This item is to approve a three-year agreement with Touchstone to continue management of the course for a fee of \$4,500 per month for the terms of the agreement. This is an increase of \$500 per month of the current agreement.

Under Touchstone's management, the Country View Golf Course has steadily improved the financial health of the golf course, as well as making the golf course a true community asset. As a result of the Touchstone management, staff secured national accounts to stock the golf pro shop, obtain the necessary equipment for maintenance and operations, as well as working through re-branding and improving the image and operation of the course.

Operational Considerations:

This is a request to approve a 3-year management agreement extension with Touchstone.

Highlights of the agreement include:

- Continued management from January 2023 through January 2026;
- Employment of appropriate staff;
- Continuance of the license for the beverage cart and concessionaire's agreement;
- Operational and financial reports for point of sale (POS) and account maintenance.

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 in accordance with the Texas Open Meetings Act.

Fiscal Impact:

The monthly base management fee is four thousand, five hundred dollars and zero cents (\$4,500.00). The City will be responsible for all costs and expenses of maintaining, operating, and supervising the operation of the Golf Course facility.

Options/Alternatives:

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

Recommendation:

Staff recommends approval of the resolution, as presented.

Attachments

Resolution

Exhibit A

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS APPROVING THE TERMS AND CONDITIONS OF A PROFESSIONAL SERVICES AGREEMENT WITH TOUCHSTONE GOLF, LLC FOR MANAGEMENT OF THE COUNTRY VIEW GOLF COURSE AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Country View Golf Course is a municipally owned and operated golf course that is a quality of life amenity for the citizens of Lancaster and surrounding areas; and

WHEREAS, the City Council of the City of Lancaster desires to contract with proven professional management company in the golf industry for management oversight to the Country View Golf Course; and

WHEREAS, the City Council of the City of Lancaster desires to contract with Touchstone Golf, LLC for the above referenced services.

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

SECTION 1. That the City Council of the City of Lancaster hereby authorizes a professional services agreement for management services for the Country View Golf Course and authorize the City Manager to execute the Agreement, which is attached hereto and incorporated herein as Exhibit "A".

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

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

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

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 14th day of November 2022.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

GOLF COURSE FACILITY MANAGEMENT AGREEMENT

This Agreement (as amended, "Agreement") is made this ____ day of November 2022, between Touchstone Golf, LLC ("TOUCHSTONE"), a Delaware limited liability company and the City of Lancaster, Texas ("OWNER").

A. OWNER holds title to an 18-hole golf course facility and other amenities known as Country View Golf Course, including clubhouse, lodging, food and beverage operations, and all improvements and business operations thereof or in connection therewith ("Golf Course Facility").

B. OWNER is in need of a professional manager of the complete operation of the Golf Course Facility, including, but not limited to, administration of all receipts and disbursements, operation and maintenance of the golf course, clubhouse, related facilities and equipment golf course, marketing, sales and membership development.

C. OWNER desires that TOUCHSTONE provide the management and other services which are necessary for the operations of the Golf Course Facility in a professional manner with budgets and operations structured to attempt to accomplish OWNER's financial needs.

D. TOUCHSTONE has agreed to provide such services on the terms and conditions herein contained.

I. BASIC TERMS

A. Basic Terms:

1. Contract Term: Three (3) years, beginning February 1, 2023, and ending January 31, 2026 (the "Initial Term") unless extended as provided.

2. Extension: On a month to month basis thereafter with mutual agreement.

3. Base Management Fee: \$4,500 per month payable monthly in advance.

4. This Agreement replaces that certain agreement dated January 13, 2020.

5. Facility Description: 18-hole golf course, driving range, practice greens, , golf shop, restaurant and clubhouse, cart storage, maintenance shop, and parking lot.

6. Delivery Date for the annual operating budget, business plan and facility improvement plan: June 30.

7. Intentionally left blank

8. Special Provisions:

(a) Intentionally left blank.

(b) Transition Fee: Upon expiration or termination OWNER shall pay to TOUCHSTONE a fee of one month's Base Management Fee to compensate TOUCHSTONE for assisting the new golf course manager with the transition of operations.

(c) Liquor License: TOUCHSTONE or its affiliate will process an application for a beer, wine and mixed-beverage liquor license for the property's benefit at OWNER's cost and upon issuance of such license, TOUCHSTONE and OWNER shall enter into a management and concession agreement for the service of alcohol at the Golf Course Facility.

9. Addresses for Notices:

IF TO TOUCHSTONE: Mr. Douglas J. Harker
Executive President
Touchstone Golf, LLC
11612 Bee Cave Road, Suite 150
Austin, Texas 78738
email: dharker@touchstonegolf.com

Copy to: Mr. Robert Bramlette
c/o Gardere Wynne
1000 Louisiana, Suite 3400
Houston, Texas 77002
email: rbramlette@gardere.com

IF TO OWNER: Mrs. Opal-Mauldin Jones
City Manager
City of Lancaster
P.O. Box 940
Lancaster, Texas 75146
Email: ojones@lancaster-tx.com

Copy to: Mr. David Ritter
Brown & Hoffmeister, L.L.P.
740 E. Campbell Road, Suite 800
Richardson, Texas 75081
Email: dritter@bhlaw.net

B. The headings in this Agreement are for convenience only and shall not affect its interpretation. The singular includes the plural and words importing one gender include the other gender.

II. REPRESENTATIONS AND RESPONSIBILITIES

Each party hereby warrants and represents that it has full authority to enter into this Agreement and to perform hereunder. Each party agrees to cooperate with the other and its officers, employees, agents and contractors in connection with this Agreement.

III. POWERS AND RESPONSIBILITIES OF TOUCHSTONE

A. OWNER hereby appoints TOUCHSTONE to manage the Golf Course Facility and TOUCHSTONE hereby accepts such appointment on the terms and conditions herein contained. Without limiting the generality of the foregoing, TOUCHSTONE shall provide to OWNER the management services more particularly set out in this Section III.

B. TOUCHSTONE will operate the Golf Course Facility in a good, workmanlike and professional manner by:

1. Providing day-to-day management and oversight of operation of the Golf Course Facility;
2. Arranging for the employment of competent management that is trained in the necessary facets of golf course management, with sufficient experience in the golf course industry to oversee management of the Golf Course Facility;
3. Arranging for the employment of a competent staff and deploying such staff and other resources to insure proper care of the buildings, grounds, and Golf Course Facility;
4. Managing all hiring, training and termination of all Golf Course Facility management and personnel, including administering all labor relations. The general manager shall be subject to the approval of OWNER. All personnel of the Golf Course Facility shall be employees of TOUCHSTONE or its affiliate;
5. Assisting with OWNER's accounting process including the transmittal of TOUCHSTONE's standard chart of accounts so that OWNER's Golf Fund can create financial statements for the Golf Course Facility;
6. Preparing and maintaining accurately in all material respects the POS system utilized by the Golf Course Facility;
7. Oversee the planning and implementation of all marketing programs, including a golf tee time sales plan, membership plan, tournament/catering event sales plan, e-marketing, promoting the food and beverage operation, implementing pricing and revenue management techniques, and placing appropriate media/advertising;
8. Assisting with creating a unique website including an online reservation portal;

9. Maintaining the Golf Course Facility in a condition consistent with quality levels budgeted for;

10. Coordinating with OWNER to cause the Golf Course Facility to operate in compliance with applicable laws, regulations, and permit conditions;

11. Overseeing all other matters reasonably necessary for the efficient performance of the operations in connection with the Golf Course Facility;

12. Arranging, coordinating, and implementing the purchase of supplies and equipment, as needed, to operate the Golf Course Facility through TOUCHSTONE's national accounts relationships where available;

13. Implementation of the Touchstone Golf Foundation to enhance guest service and community outreach; and

C. Subject to OWNER'S written consent, which shall not be unreasonably withheld, and, subject to any provisions to the contrary herein contained, TOUCHSTONE may subcontract the whole or any part of the performance of its obligations and duties herein described to any wholly-owned subsidiary of TOUCHSTONE, or to any other person, firm or corporation approved by OWNER. The subcontracting of the whole or any part of its obligations and duties as aforesaid shall not relieve TOUCHSTONE from liability for the performance of such obligations and duties under this Agreement before or after such contracting.

D. For the term of this Agreement, should the OWNER elect not to be covered by TOUCHSTONE'S general liability and property insurance programs OWNER will carry reasonable amounts of liability and property and contents insurance insuring all Golf Course Facility assets and operations, including improvements now or hereafter located on the Golf Course Facility real estate, against loss or damage by fire and other casualty, including theft, vandalism and malicious mischief, and such other risks common to Golf Course Facility properties. In this case Touchstone will be named as an additional insured. Unless provided by TOUCHSTONE, OWNER will also provide other insurance coverage as it considers necessary and normal for the operation of the Golf Course Facility, including but not limited to worker's compensation, automobile liability and liquor liability insurance/DRAM shop insurance. OWNER at its discretion may provide crime and business interruption coverage. To the extent available, all of the foregoing insurance policies obtained by the OWNER shall include waivers of subrogation and shall provide coverage from cross liability among co-insureds and shall name TOUCHSTONE as an additional insured.

E. Unless otherwise directed by OWNER all contracts and agreements which relate specifically to the Golf Course Facility shall be entered into by and in the name of OWNER. No contract or agreement shall be entered into without OWNER approval unless in accordance with the budget and terminable on 30-day notice. TOUCHSTONE shall provide OWNER copies of all such contracts and agreements which are binding upon or obligate OWNER within ten (10) business days of their execution.

F. OWNER shall pay promptly all operating expenses of the Golf Course Facility unless the amounts thereof are in dispute. OWNER shall designate bank account(s) and shall authorize TOUCHSTONE and Golf Course Facility employees, as necessary, to make deposits to such accounts.

G. TOUCHSTONE does not give any general or specific guarantee as to the profitability of the Golf Course Facility, the attendance thereat or the revenues therefrom.

H. Upon expiration of the term of this Agreement, or upon the prior termination of this Agreement, and in any year prior to such expiration or termination, TOUCHSTONE agrees and covenants to cooperate fully with OWNER or OWNER's designated successor manager (subject to compliance with the restrictions elsewhere in this Agreement) in the smooth and businesslike transfer of the operations of Golf Course Facility including but not limited to assignment of accounts, contracts, policies, licenses, permits and improvements in connection with the Golf Course Facility to OWNER or OWNER's designees, except such proprietary rights as to which TOUCHSTONE has the sole or exclusive rights, and TOUCHSTONE agrees and covenants to execute all documents required or convenient to accomplish any such transfer in a timely, effective and efficient manner. On the expiration or on the termination of this Agreement for any reason, all Golf Course Facility property and interests therein, including cash, accounts, books, records, contracts; policies; licenses, permits and improvements in the Golf Course Facility property, except proprietary rights as to which TOUCHSTONE has the sole and exclusive rights and property as to which the parties have agreed shall be the property of TOUCHSTONE, will be promptly turned over to OWNER and be the property of OWNER. OWNER shall assume the leases of all equipment located at the Golf Course Facility unless TOUCHSTONE elects otherwise in writing. TOUCHSTONE shall execute and deliver to OWNER all documents necessary to legally effectuate each of the transactions. Unless otherwise agreed in writing by the parties hereto, TOUCHSTONE shall remove its personnel and personal property from the Golf Course Facility upon such expiration or termination. Upon such expiration or termination, TOUCHSTONE shall surrender to OWNER all cash and other assets of the Golf Course Facility. The duties of TOUCHSTONE set forth in this Section are expressly conditioned upon OWNER'S full payment of the Base Management Fee and any fee due upon termination as set forth in this Agreement.

I. TOUCHSTONE, without the prior written consent of OWNER, shall not make, or suffer to be made, any alterations of the Golf Course Facility or any part thereof if the cost of such alteration, in the aggregate, would be in excess of twenty-five hundred dollars (\$2,500) unless already included within the Golf Course Facility's then approved budget (either operating or capital). TOUCHSTONE shall not allow any mechanic's or materialman's or similar liens to be placed upon Golf Course Facility premises and OWNER's property in which such premises are situated.

J. TOUCHSTONE shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, age, national origin, or non-disqualifying handicap. TOUCHSTONE shall not discriminate because of race, religion, color, ancestry, sex, national origin, or non-disqualifying handicap against any person by refusing to furnish such person any service or privilege offered to or enjoyed by the general public, nor shall TOUCHSTONE or its employees publicize the Golf Course Facility in any manner that would directly or inferentially reflect on the acceptability of the patronage of any person because of race, religion, color, ancestry, sex, national origin, or non-disqualifying handicap, nor shall the Golf Course Facility be so used. TOUCHSTONE shall indemnify, defend, and hold OWNER, its officers, directors, employees, agents and affiliates harmless and Owner agrees to indemnify, and hold TOUCHSTONE, its officers, directors, employees, agents and affiliates harmless, in the event of such an occurrence.

IV. MANAGEMENT COMPENSATION

The following payments and consideration shall be made to TOUCHSTONE for the services to be provided by TOUCHSTONE under this Agreement: The Base Management Fee set forth in Section I to be paid to TOUCHSTONE, with the first payment of the Base Management Fee payable within ten (10) business days of the execution of this Agreement, and thereafter payable monthly in advance during the Contract Term.

A. Intentionally left blank.

B. TOUCHSTONE shall be reimbursed for reasonable out-of-pocket expenses, reasonable travel lodging expenses as provided for in the applicable budget or as otherwise approved by OWNER. Such expenses are not to exceed one thousand dollars (\$1,000) per month without approval by OWNER and shall be paid from the bank account utilized to pay operating expenses upon presentation of reasonable documentation of such expense.

V. PLANNING AND BUDGETS

On or before the dates set forth in Section I, TOUCHSTONE and OWNER shall have prepared and received OWNER's approval of a operating and capital budget for the remaining months of the current fiscal year of OWNER year. Until such time that the operating budget is complete and approved by OWNER, TOUCHSTONE shall use its best commercially reasonable efforts to operate the Golf Course Facility under the existing budget framework provided to TOUCHSTONE by OWNER or in a manner consistent with the current market position of the Golf Course Facility.

VI. RECORDS, ACCOUNTS, AND REPORTS

A. TOUCHSTONE shall assist OWNER with their accounting process including the monthly transmittal of TOUCHSTONE's standard chart of accounts and, if not included in the standard chart of accounts, P&L, cash flow, and attendance metrics so that OWNER's Golf Fund can create financial statements for the Golf Course Facility;

B. Intentionally left blank.

C. TOUCHSTONE shall provide monthly reports to OWNER from the POS system in order for OWNER to prepare monthly financial statements for the Golf Course Facility.

VII. RESPONSIBILITY FOR EXPENSES

A. Everything done by TOUCHSTONE pursuant to and in the performance of this Agreement and all expenses incurred by it under this Agreement shall be for and on behalf of OWNER. OWNER shall pay and be responsible for all costs and expenses of maintaining, operating, and supervising the operation of the Golf Course Facility, provided they are in accordance with the contracts and consistent with the approved budget or within permitted variances provided for elsewhere in this Agreement, to include, but not limited to the following:

1. The salaries, fringe benefits, workers compensation insurance and expenses of employees;
2. All costs and expenses of any advertising or business promotion;
3. Costs of goods sold, including inventory and supplies necessary to conduct the business of the Golf Course Facility;
4. All capital expenditures, including expenditures for repairs and maintenance, and equipment and supplies;
5. Premiums for insurance maintained;
6. All expenses of regulatory compliance, permits, etc., it being specifically agreed that (i) legal fees incurred with attorneys' retained by OWNER in connection with regulatory compliance for the liquor license(s), food service, and golf course operations are approved, and (ii) reasonable and necessary legal fees of attorneys retained by OWNER or otherwise approved by OWNER in advance, directly related to the operation and protection of the Golf Course Facility and OWNER's liability are approved;
7. Cost and expenses of utilities;
8. General and administrative and accounting costs, including forms and checks;
9. If included within the budget, consulting fees for certain expertise (e.g. agronomy) needed to address specific needs of the Golf Course Facility or if not included in the budget, if approved by OWNER and
10. Management Fees and reimbursable expenses of TOUCHSTONE as set forth herein.

B. OWNER is responsible for providing sufficient funds to cover the operating expenses for the Golf Course Facility. TOUCHSTONE, acting as authorized independent contractor for OWNER, will deposit all revenues of the Golf Course Facility into an operating account or accounts for the Golf Course Facility. TOUCHSTONE will have no obligation to contribute funds to the accounts of the Golf Course Facility.

C. TOUCHSTONE may cause the Golf Course Facility to incur any expense (i) that is included in the approved annual operating budget; (ii) that is needed to remedy any emergency situation that, in TOUCHSTONE'S professional judgment, is potentially hazardous, unsafe or damaging to the Golf Course Facility or to persons reasonably expected to be present at the Golf Course Facility (e.g., employees, patrons, authorized visitors) ("Emergency Expenditure"), as more particularly set forth hereinabove; or (iii) as otherwise expressly approved by OWNER. TOUCHSTONE shall not incur any expense that is not consistent with the annual operating budget without the prior written consent of the OWNER, except in the case of an emergency (as elsewhere provided in this Agreement) or as otherwise provided in this Agreement. TOUCHSTONE shall not enter into any contract, even if otherwise authorized hereunder, which binds or purports to bind OWNER or the Golf Course Facility without the prior written approval of OWNER if the term of such contract exceeds the Contract Period unless such contract is terminable on 30-days' notice. Excepting only Emergency Expenditures or expenditures included in the approved budget, TOUCHSTONE shall not incur any single expense, even if otherwise authorized hereunder, which is chargeable to OWNER or to the Golf Course Facility if the amount equals or exceeds five thousand dollars (\$5,000).

D. TOUCHSTONE may also reallocate among line items, provided the total expenses to be incurred do not increase. No other reallocations of line items may be made by TOUCHSTONE without the prior written consent of OWNER. Unbudgeted minor expenditures unforeseen at the time of preparation of the annual operating budget, and reasonably deemed necessary by TOUCHSTONE, may be made without OWNER's authorization except that unbudgeted expenditures in excess of 2% of any major subtotaled line item's budget may not be made without OWNER's written approval in advance. In the event such request is submitted and OWNER does not respond within five (5) business days of receipt of the request, OWNER shall be deemed to have consented to such unbudgeted expenditures.

VIII. TERMINATION

A. The term of this Agreement shall be for the Initial Term plus Renewal Terms, if applicable.

B. This Agreement may sooner be terminated:

1. Intentionally left blank.

2. Except as to matters subject to subsection 4 below as to which there is no cure period, upon the failure of the defaulting party to correct a material breach of this Agreement after the non-defaulting party has given not less than fifteen (15) days written notice of the default in writing to the defaulting party. In the event the material breach is of a type that requires longer than fifteen (15) days to cure, the defaulting has taken steps before the end of the fifteen (15) day period to remedy the breach as are proper and diligent in all the circumstances and the defaulting party is diligently pursuing such cure. Any notice given pursuant to this subsection shall specify the full particulars of the default alleged.

3. In the event of gross negligence in the operation of the Golf Course Facility by TOUCHSTONE, upon written notice from OWNER.

4. Immediately upon written notice from TOUCHSTONE to OWNER in the event OWNER fails to make any required deposit to pay expenses of the Golf Course Facility (including the Base Management Fee) as required by this Agreement.

IX. INDEMNITY

TOUCHSTONE shall indemnify, defend, and hold OWNER, its officers, directors, employees, agents and affiliates harmless from any loss or damage including, but not limited to, injury, loss, economic damage, property damage, costs and expenses, including reasonable attorneys' fees and costs of litigation (collectively, the "Damages"), to the extent caused by TOUCHSTONE'S negligence, gross negligence, willful misconduct, or TOUCHSTONE'S material breach of this Agreement.

To the extent permitted under Texas law, and without waiving any governmental immunity from suit or damages as a Texas municipal corporation and a subdivision of state, OWNER shall indemnify, defend, and hold TOUCHSTONE, its officers, directors, employees, agents and affiliates harmless from the Damages, to the extent caused by OWNER's negligence, gross negligence, willful misconduct, or OWNER's material breach of this Agreement.

X. REPRESENTATIONS AND WARRANTIES

A. OWNER represents and warrants to TOUCHSTONE as follows:

1. OWNER is duly organized and validly existing under the laws of the state of its creation and is qualified to do business and is in good standing in the state in which the Golf Course Facility is located, with full power and authority to enter into and execute this Agreement and to consummate the transactions contemplated hereby.

2. Except as disclosed in writing to TOUCHSTONE prior to the execution hereof or disclosed on Exhibit A, to the best of OWNER's knowledge, OWNER has not received written notice from any governmental authority that the existing use, maintenance and operation of the Golf Course Facility or any portion thereof violates any law or ordinance which has not been cured and to the best of OWNER'S knowledge, the Golf Course Facility is currently in compliance with applicable laws and ordinances, including without limitation, applicable liquor license rules and regulations. OWNER has not received any written notice from any mortgagee, insurance company, fire marshal or building inspector requiring or requesting the performance of any work or alterations to the improvements which has not been performed.

3. OWNER has filed all federal, state, county, municipal and city income and other tax returns and reports required to have been filed by OWNER with respect to the Golf Course Facility, and has paid all taxes which have become due pursuant to such returns or pursuant to any assessments received by OWNER or is contesting such taxes in accordance with the requirements of applicable law.

4. There are no actions, suits, or proceedings pending or, to the best of OWNER's knowledge, threatened in any court or before or by any governmental authority against or affecting OWNER or the Golf Course Facility, except as disclosed in Exhibit A attached hereto and made a part hereof. There is no pending eminent domain or condemnation proceedings against the Golf Course Facility or any part thereof and to the

best of OWNER's knowledge, no such proceedings are presently threatened or contemplated by any authority with the power of eminent domain.

5. The OWNER is not aware of any contracts or other obligations outstanding for the sale, exchange or transfer of the Golf Course Facility or any portion thereof.

B. TOUCHSTONE represents and warrants to OWNER as follows:

1. TOUCHSTONE is duly organized and validly existing under the laws of the state of its creation as a Delaware limited liability company, and is qualified to do business and is in good standing in the state in which the Golf Course Facility is located, with full power and authority to enter into and execute this Agreement and to consummate the transactions contemplated hereby. TOUCHSTONE has received all requisite partner or corporate approvals necessary for the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby and this Agreement constitutes the legal, valid and binding obligation of TOUCHSTONE, enforceable against TOUCHSTONE in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting debtors' and creditors' rights generally and general equitable provisions.

XI. CONFIDENTIALITY

A. To the extent permissible under Texas law, and acknowledging that as a governmental entity and a subdivision of state, OWNER is subject to the provisions of various open government laws, including but not limited to the Texas Public Information Act, each party at all times hereafter shall attempt to preserve the secrecy and confidentiality of all the other party's confidential information (as defined hereafter) as it relates to the operation of other party's golf facilities, shall not attempt to use or in any way appropriate the same for its own use or benefit and shall not knowingly disclose or knowingly permit to be disclosed to any person (other than employees of OWNER and TOUCHSTONE) confidential information without the prior written consent of the applicable party, except as required by law, including but not limited to the Texas Public Information Act. Nothing contained in this Agreement shall obligate either party to transfer to the other party any confidential information at any time, including, upon termination of this Agreement. "Confidential information" means all information and data related to TOUCHSTONE, used by TOUCHSTONE in connection with TOUCHSTONE'S obligations hereunder and related to other Golf Course Facilities of TOUCHSTONE, which information and data relates to TOUCHSTONE trade secrets, ideas, know-how, improvements, inventions, technologies or internal business facts (including financial and operating information), except such information or data which is generally available to the public without OWNER's fault or is acquired in good faith by OWNER from a third party who OWNER has no reason to believe acquired the same in other than good faith and' who is not under any obligation to TOUCHSTONE in respect thereof. TOUCHSTONE agrees to label any document containing information it considers to be "confidential information" accordingly in order to facilitate OWNER's handling of any Texas Public Information Act requests for the information.

B. TOUCHSTONE is permitted to identify its relationship with the Golf Course Facility in its advertising and marketing literature and website, including a photograph of the

Golf Course Facility acceptable to OWNER, with a generic reference stating that the Golf Course Facility, is a client (or upon expiration of the Contract Period, was a client) of TOUCHSTONE.

XII. FORCE MAJEURE

A. For the purposes of this Section XII, "force majeure" shall mean an act of God, strike, lockout or other industrial disturbance, act of a public enemy, war blockade, public riot, lightning, fire, storm, earthquake, flood, explosion, governmental restraint, breakage or accidents to equipment and any other cause, whether of the kind specifically enumerated above or otherwise, which shall not reasonably be within the control of the party claiming suspension. Force Majeure does not include any financial incapacity.

B. If TOUCHSTONE or OWNER is unable, wholly or in part, by reason of force majeure (as herein defined) to carry out an obligation under this Agreement, such obligation shall be suspended so far as it is affected by such force majeure during the continuance thereof. The party unable to perform shall give the other party prompt notice of such force majeure with reasonably full particulars thereof and, insofar as is known, the probable extent to which it will be unable to perform or be delayed in performing such obligation. The party unable to perform shall use all possible diligence to remove such force majeure as quickly as possible.

C. The requirement that any "force majeure" shall be removed with all possible diligence shall not require the settlement by the party unable to perform due to strikes, lockouts or other labor disputes or the meeting of any claims of or demands by any supplier or government entity contrary to the wishes of TOUCHSTONE or OWNER or which may be harmful to OWNER or to TOUCHSTONE.

XIII. NO WAIVER

No delay or failure on the part of any party in exercising any right hereunder shall impair any such right or any remedy of the party so delaying or failing, nor shall it be construed to be a waiver of any continuing breach or default hereunder or any acquiescence therein or of any similar breach or default thereafter occurring, nor shall any waiver of any single breach or default hereunder be deemed a waiver of any other breach or default theretofore or thereafter occurring.

XIV. AMENDMENTS

This Agreement can be changed, waived, released or discharged only by written amendment executed by the parties hereto.

XV. SEVERABILITY

A. If it is held by a court of competent jurisdiction that:

1. any part of this Agreement is void, voidable, illegal or unenforceable; or
2. this Agreement would be void, voidable, illegal or unenforceable unless any part of this Agreement were severed from this Agreement;

3. that part shall be severable from and shall not affect the continued operation of the rest of this Agreement.

B. The provisions of Section XV(A) shall not apply if the part of the Agreement affected is a substantive part in which event the parties shall in good faith renegotiate the provisions of the part so affected.

XVI. ASSIGNMENT

A. This Agreement shall be binding on all parties hereto and their respective successors and assigns.

B. A party shall not assign its rights and shall not be (except as provided herein) released from its obligations in, to, or under, this Agreement.

XVII. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which, when so executed, shall be deemed to be an original and such counterparts shall together constitute an agreement.

XVIII. NOTICES

Any notice, document or other item to be given delivered, furnished or received under this Agreement shall be deemed given, delivered, furnished or received when given in writing and personally delivered to an officer of the applicable party, sent by e-mail or facsimile, receipt of which is confirmed, or upon delivery by a national overnight courier service to the addresses set forth in this Agreement or such other address as the party has notified the other party is their current delivery address.

XIX. MISCELLANEOUS

A. The relationship between OWNER and TOUCHSTONE is that of independent contractors, and except as herein expressly provided, neither party is granted any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the other or to bind the other in any manner or thing whatsoever.

B. This Agreement constitutes the entire agreement between the parties as to the management of the Golf Course Facility, and all prior or contemporaneous, oral or written agreements or instruments are merged herein.

C. The remedies provided herein for breach of this Agreement are not exclusive; and, in event of breach, the parties hereto have all the remedies provided by law.

D. This Agreement is not intended and does not create any rights or interest in persons not a party hereto.

E. In those circumstances provided herein in which approval by a party is required, such approval shall not be unreasonably withheld, conditioned or delayed.

F. Time shall be of the essence as to each and every time requirement within this

Agreement.

XX. APPLICABLE LAW

This Agreement is subject to the law of the state in which the Golf Course Facility is located and the parties submit to the jurisdiction of the courts of that State.

IN WITNESS WHEREOF, the parties, have signed this agreement on the date first hereinbefore written.

TOUCHSTONE GOLF, LLC, a Delaware limited liability company

By: _____
Name: Douglas J. Harker
Title: Executive Vice President

THE CITY OF LANCASTER, TEXAS

By: _____
Name: Opal Mauldin-Jones
Title: City Manager

EXHIBIT A

KNOWN LITIGATION AND OTHER MATTERS

CITY OF LANCASTER CITY COUNCIL

City Council Special Work Session and Regular Meeting

3.

Meeting Date: 11/14/2022

Policy Statement: This request supports the City Council 2022-2023 Policy Agenda

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

Submitted by: Sam Urbanski, Police Chief

Agenda Caption:

Consider a resolution approving the terms and conditions of the 2022 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:

Annually, City Council considers the terms and conditions for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. This agreement will allow the Lancaster Police Department to be eligible to receive a grant in the amount of \$13,897.00 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 Tasers, in an amount of \$9,046.95 after administration and fiscal agent fees.

Legal Considerations:

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

Public Information Considerations:

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

Fiscal Impact:

Pursuant to the Sharing Funds Agreement, the City of Lancaster shall transfer the grant administration fee of \$4,169.10 to Dallas County. An additional amount of \$680.95 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 NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE 2022 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FUNDS SHARING AND FISCAL AGENCY AGREEMENT FOR THE SHARING OF 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 Cities are eligible for 2022 JAG Program Funds and have been certified by the Department of Justice Bureau of Justice Assistance (BJA) as disparate jurisdiction; and

WHEREAS, for the purpose 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 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 BJA; and

WHEREAS, the County and 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 Cities wish to name the City of 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 cost 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 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, 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 severable.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 14th of November, 2022.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

JustGrants Application ID # GRANT13690216
2022 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, 300 W. Main 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 2022 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) 2022 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 2022, the BJA has determined the Initial Allocations of JAG Funds for the parties to this Agreement as follows:

THE COUNTY	\$0.00
BALCH SPRINGS	\$12,985.00
CARROLLTON	\$12,515.00
DALLAS	\$898,760.00
DESOTO	\$14,523.00
DUNCANVILLE	\$13,949.00
GARLAND	\$54,729.00
GRAND PRAIRIE	\$36,347.00
IRVING	\$48,940.00
LANCASTER	\$13,897.00
MESQUITE	\$49,175.00
<u>RICHARDSON</u>	<u>\$12,307.00</u>
TOTAL	\$1,168,127.00

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	\$3,895.50
CARROLLTON	\$3,754.50
DALLAS	\$269,628.00
DESOTO	\$4,356.90
DUNCANVILLE	\$4,184.70
GARLAND	\$16,418.70
GRAND PRAIRIE	\$10,904.10
IRVING	\$14,682.00
LANCASTER	\$4,169.10
MESQUITE	\$14,752.50
<u>RICHARDSON</u>	<u>\$12,307.00</u>
TOTAL	\$359,053.00

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	\$359,053.00
BALCH SPRINGS	\$9,089.50
CARROLLTON	\$8,760.50
DALLAS	\$629,132.00
DESOTO	\$10,166.10
DUNCANVILLE	\$9,764.30
GARLAND	\$38,310.30
GRAND PRAIRIE	\$25,442.90
IRVING	\$34,258.00
LANCASTER	\$9,727.90
MESQUITE	\$34,422.50
<u>RICHARDSON</u>	<u>\$0.00</u>
TOTAL	\$1,168,127.00

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	\$25,133.71
BALCH SPRINGS	\$636.27
CARROLLTON	\$613.24
DALLAS	\$79,083.05
DESOTO	\$711.63
DUNCANVILLE	\$683.50
GARLAND	\$2,681.72
GRAND PRAIRIE	\$1,781.00
IRVING	\$2,398.06
LANCASTER	\$680.95
MESQUITE	\$2,409.58
<u>RICHARDSON</u>	<u>\$0.00</u>
TOTAL	\$116,812.70

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	\$333,919.29
BALCH SPRINGS	\$8,453.24
CARROLLTON	\$8,147.27
DALLAS	\$666,861.65
DESOTO	\$9,454.47
DUNCANVILLE	\$9,080.80
GARLAND	\$35,628.58
GRAND PRAIRIE	\$23,661.90
IRVING	\$31,859.94
LANCASTER	\$9,046.95
MESQUITE	\$32,012.93
<u>RICHARDSON</u>	<u>\$0.00</u>
TOTAL	\$1,168,127.00

SECTION 9. APPLICATION OF COUNTY FUNDS

The County agrees to prioritize the expenditure of its Final Allocation of Three Hundred Thirty Three Thousand, Nine Hundred and Nineteen Dollars and Twenty Nine cents (\$333,919.29) 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 2022 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:

Interim Chief of Police, Michael Alexander
Balch Springs Police Department
12500 Elam Road
Balch Springs, Texas 75180

<u>To Carrollton:</u>	Chief of Police, Rex Redden 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, Mark LiVigni 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, Derick Miller Irving Police Department P. O. Box 152288 Irving, Texas 75015
<u>To Lancaster:</u>	Chief of Police, Samuel Urbanski Lancaster Police Department 1650 North Dallas Avenue Lancaster, Texas 75134

To Mesquite:

Chief of Police, David Gill
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

Michael Alexander, Interim 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

Rex Redden, 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. _____, adopted by the City Council on _____.

Acceptance of FY 2022 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 2022 grants, or similar conditions. Nor, given the injunction, currently in effect, in the litigation, against inclusion of those conditions in FY 2022 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 21-19, Minutes N/A Dated the xxth day of xxx, 2022.

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:

Aretha R. Ferrell-Benavides, City Manager

Mark LiVigni, 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:

Brian England, 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

Derek Miller, 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

David Gill, 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:**

Don Magner, 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 Special Work Session and Regular Meeting

4.

Meeting Date: 11/14/2022

Policy Statement: This request supports the City Council 2022-2023 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 a resolution canceling the City Council Regular Meeting of November 28, 2022; Work Session of December 19, 2022; Regular Meeting of December 26, 2022; and Work Session of January 16, 2023.

Background:

The City Council generally meets on the second and fourth Monday of each month. The City Charter requires the City Council to meet at least once a month. Setting the meeting schedule for the remainder of the year allows sufficient time for public notice of the revised meeting schedule and is helpful to staff for planning purposes. Typically, City Council cancels meeting conflicts to accommodate the holiday season.

In November the Regular Meeting falls on November 28, 2022, the Monday before Thanksgiving Day. The Special Work Session and Regular Meeting of November 7, 2022, and the Regular Meeting and Special Work Session on November 14, 2022, provides sufficient opportunity for city business in November.

In December the Work Session falls on December 19, 2022, the Monday before Christmas Day. The December Regular Meeting is December 26, 2022, the Monday before the New Year holiday. The Regular Meeting of December 12, 2022, provides sufficient opportunity for city business in December.

In January the Work Session falls on January 16, 2023, the Monday recognized as Dr. Martin Luther King, Jr. Day. The Regular Meeting of January 9, 2023, and, if needed, the Regular Meeting on January 23, 2023, provides sufficient opportunity for city business in January.

Operational Considerations:

Essential City business will be completed at the Regular Meeting on November 14th and essential City business may be completed at the Regular meetings on December 12th and January 23rd. At any time, City Council may call a properly noticed Special Meeting if an unforeseen matter requires prompt action by the City Council.

Public Information Considerations:

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

Options/Alternatives:

1. City Council may approve the resolution canceling the November 28, 2022, Regular Meeting, December 19, 2022, Work Session, and December 26, 2022, Regular Meeting; and January 16, 2023, Work Session, as presented.
2. City Council may amend the resolution to cancel and/or reschedule certain meeting(s).
3. City Council may deny the resolution and conduct meetings as scheduled.

Recommendation:

Staff recommends approval of the resolution, as presented.

Attachments

Resolution

RESOLUTION NO.

CONSIDER A RESOLUTION CANCELING THE CITY COUNCIL REGULAR MEETING OF NOVEMBER 28, 2022; WORK SESSION OF DECEMBER 19, 2022; REGULAR MEETING OF DECEMBER 26, 2022; AND WORK SESSION OF JANUARY 16, 2023.

WHEREAS, Section 3.10 (A) of the Lancaster Home Rule Charter provides that the City Council shall hold at least one (1) regular meeting each month and additional meetings as it deems necessary; and

WHEREAS, the Lancaster City Council is of the opinion that all essential City business may be conducted at the regularly scheduled of November 14, 2022, December 12, 2022, and January 23, 2023; and

WHEREAS, in acknowledging the 2022 and 2023 City schedule and in the spirit of the holiday season, the Lancaster City Council has determined that the outlined regularly scheduled meetings are not vital to conducting City business.

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

SECTION 1. The Regular Meeting of the City Council set for November 28, 2022; Work Session Meeting set for December 19, 2022; and Regular Meetings of the City Council set for December 26, 2022 and Work Session of the January 16, 2023 are hereby canceled.

SECTION 2. This resolution shall take effect immediately from and after its adoption and it is so resolved.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the and approved by the City Council of the City of Lancaster, Texas, on this the 14th day of November, 2022.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

CITY OF LANCASTER CITY COUNCIL

City Council Special Work Session and Regular Meeting

5.

Meeting Date: 11/14/2022

Policy Statement: This request supports the City Council 2022-2023 Policy Agenda

Goal(s): Financially Sound Government

Submitted by: Samuel Urbanski, Police Chief

Agenda Caption:

Discuss and consider an amendment to Ordinance 2021-09-46 by increasing the Fiscal Year 2021/2022 Budget for the State Seized Property Fund.

Background:

The purpose is to consider an amendment to the fiscal year 2021/2022 State Seized Property Fund.

Requesting amendment to the FY 2021/2022 approved budget:

Fund	Adopted Budget	Budget Changes	Amended Budget
State Seized Property Fund	\$10,000	\$10,665	\$20,665

Operational Considerations:

The budget will be adjusted for an increase of \$10,665 to the Police State Seizure Fund.

Legal Considerations:

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

Public Information Considerations:

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

Fiscal Impact:

The budget amendment will increase the State Seized Property Fund Budget to \$20,665.00.

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, as presented.

Attachments

Ordinance

Exhibit A

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS AMENDING THE ANNUAL BUDGET, PREVIOUSLY ADOPTED BY ORDINANCE NO. 2021-09-46, BY INCREASING THE POLICE STATE SEIZED PROPERTY FUND TO TWENTY THOUSAND, SIX HUNDRED, SIXTY-FIVE DOLLARS AND NO CENTS, (\$20,665.00); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lancaster, Texas is a home rule city under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, the City Council of the City of Lancaster is conducting business pursuant to a budget for Fiscal Year 2021-2022, previously adopted by Ordinance No. 2021-09-46 on September 20, 2021; and

WHEREAS, Section 102.010 of the Texas Local Government Code authorizes the governing body of a municipality to make changes in the budget for municipal purposes; and

WHEREAS, the City Council of the City of Lancaster finds it in the best interest of the City to increase the State Seized Property Fund to twenty thousand, six hundred sixty-five dollars and no cents (\$20,665.00); and

WHEREAS, the City Council of the City of Lancaster has reviewed the budget and determined that a valid municipal purpose is served by such budget increases and allocation of funds.

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

SECTION 1. The above recitals are incorporated into the body of this Ordinance as if copied herein in their entirety;

SECTION 2. The FY 2021-2022 budget will increase the State Seized Property Fund to twenty thousand, six hundred sixty-five dollars and no cents (\$20,665.00).

SECTION 3. That except as amended hereby, or as heretofore amended, the provisions of Ordinance No. 2021-09-46 shall remain in full force and effect.

SECTION 4. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjusted to be held unconstitutional, illegal, or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part decided to be invalid, illegal, or unconstitutional.

SECTION 5. This Ordinance shall become effective from and after its passage and publication as required by law.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 14th day of November, 2022.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

Police Seized Funds - State

Revised 11/10/2022

Amended FY21-22

BUDGET REPORT
LINE ITEM DETAIL
BY DEPARTMENT

Fund 11 **POLICE SEIZED FUNDS - STATE**
Department 14 **POLICE**
Program 0 **POLICE DEPARTMENT**

		2019	2020	2021	2021	2022
Account Object	Description	Actual	Actual	YTD Actual	Budget	Proposed
202	UNIFORMS AND CLOTHING	\$ -	\$ -	\$ -	\$ 11,171	\$ 5,000
203	MOTOR VEHICLE SUPPLIES	\$ -	\$ -	\$ -	\$ 11,717	\$ 5,000
211	OTHER OPERATIONAL SUPPLIES	\$ 445	\$ -	\$ -	\$ -	\$ 10,665
	Supplies Sub Total	\$ 445	\$ -	\$ -	\$ 22,888	\$ 20,665
Account Object	Description					
302	MAINT-MOTOR VEHICLES	\$ 1,379	\$ 1,899	\$ 930	\$ -	\$ -
	Maintenance Sub Total	\$ 1,379	\$ 1,899	\$ 930	\$ -	\$ -
Account Object	Description					
405	DISTRICT ATTORNEY	\$ 684	\$ 1,750	\$ -	\$ -	\$ -
	Services Sub Total	\$ 684	\$ 1,750	\$ -	\$ -	\$ -
	Department Total	\$ 2,508	\$ 3,649	\$ 930	\$ 22,888	\$ 20,665

CITY OF LANCASTER CITY COUNCIL

City Council Special Work Session and Regular Meeting

6.

Meeting Date: 11/14/2022

Policy Statement: This request supports the City Council 2022-2023 Policy Agenda

Goal(s): Financially Sound Government

Submitted by: Opal Mauldin-Jones, City Manager

Agenda Caption:

Discuss and consider an amendment to Ordinance 2021-09-45 amending the Fiscal Year 2021/2022 Budgets for the Lancaster Economic Development Corporation Fund (LEDC), Golf Course Fund, and Water & Sewer Fund.

Background:

The purpose is to consider an amendment to the fiscal year 2021/2022 budget for:

- LEDC
- Golf Course Fund
- Water & Sewer Fund

Requesting amendments to the FY 2021/2022 approved budgets:

Fund	Adopted Budget	Budget Changes	Amended Budget
LEDC	\$1,171,868	\$504,167	\$1,676,035
Golf Course	\$1,053,991	\$175,542	\$1,229,553
Water & Sewer	\$16,552,639	\$3,134,446	\$19,687,085

Operational Considerations:

Below are the justifications for the requested transfer:

- In the LEDC Fund, the expenditure budget will be adjusted to cover the cost of purchasing property and incentive requests approved during the year.
- In the Golf Course Fund, customer activity levels increased as did operational hours. In addition, unplanned maintenance expenditures were experienced during the fiscal year.
- In the Water & Sewer Fund, higher levels of water consumption were experienced and this resulted in additional costs.

Legal Considerations:

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

Public Information Considerations:

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

Fiscal Impact:

The budget amendment will increase the City Wide Fund budget by \$3,814,155.00.

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, as presented.

Attachments

Ordinance

Exhibit A

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS AMENDING THE FISCAL YEAR 2021/2022 BUDGETS FOR THE LANCASTER ECONOMIC DEVELOPMENT CORPORATION, GOLF COURSE FUND, AND WATER & SEWER FUND, BY INCREASING THE CITY WIDE FUND BY A TOTAL OF THREE MILLION EIGHT HUNDRED AND FOURTEEN THOUSAND AND ONE HUNDRED FIFTY-FIVE DOLLARS AND ZERO CENTS (\$3,814,155.00); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lancaster, Texas is a home rule city under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, the City Council of the City of Lancaster is conducting business pursuant to a budget for Fiscal Year 2021-2022, previously adopted by Ordinance No. 2021-09-45 on September 20, 2021; and

WHEREAS, Section 102.010 of the Texas Local Government Code authorizes the governing body of a municipality to make changes in the budget for municipal purposes; and

WHEREAS, the City Council of the City of Lancaster finds it in the best interest of the City to increase the City Wide Fund for Fiscal Year 2021/2022 budget by an amount of by three million eight hundred and fourteen thousand and one hundred fifty-five dollars and zero cents (\$3,814,155.00); and

WHEREAS, the City Council of the City of Lancaster has reviewed the budget and determined that a valid municipal purpose is served by such budget increases and allocation of funds.

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

SECTION 1. The above recitals are incorporated into the body of this Ordinance as if copied herein in their entirety;

SECTION 2. The 2021-2022 City Wide Fund is increased by an amount of by three million eight hundred and fourteen thousand and one hundred fifty-five dollars and zero cents (\$3,814,155.00).

SECTION 3. That except as amended hereby, or as heretofore amended, the provisions of Ordinance No. 2021-09-45 shall remain in full force and effect.

SECTION 4. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjusted to be held unconstitutional, illegal, or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part decided to be invalid, illegal, or unconstitutional.

SECTION 5. This Ordinance shall become effective from and after its passage and publication as required by law.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 14th day of November, 2022.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

CITY-WIDE OPERATING FUND TOTALS

Fund Summary as of: 11/10/2022

Amended FY21-22

TOTAL REVENUES		2019	2020	2021		2022
Fund Number	Fund	Actual	Actual	Year to Date	Budget	Proposed
	1 General Fund	31,753,265	34,512,336	33,375,243	30,844,725	34,559,160
	2 G.O. Debt Service	7,181,903	7,818,936	7,283,470	7,001,061	6,535,395
	4 Street Maintenance	200,000	752,732	822,428	808,835	893,084
	5 WaterWastewater	18,584,218	18,901,026	15,836,015	17,886,297	21,927,465
	9 Airport	436,754	438,438	303,749	507,000	444,500
	14 HotelMotel	211,829	255,706	191,114	144,661	154,658
	16 LEDC/4A	1,515,093	1,394,120	949,771	1,139,078	1,826,530
	17 LRDC/4B	3,447,063	2,875,093	2,077,423	2,839,583	3,160,075
	18 Golf Course	528,776	534,092	685,243	629,741	1,065,534
	19 Sanitation	2,728,817	2,749,060	2,249,174	2,589,310	2,666,105
	21 E911	298,120	281,505	230,140	257,400	260,596
	53 Stormwater	1,858,415	1,956,570	1,584,407	1,595,682	1,640,237
Total		\$ 68,744,252	\$ 72,469,614	\$ 65,588,177	\$ 66,243,373	\$ 75,133,339
TOTAL EXPENDITURES		2019	2020	2021		2022
Fund Number	Fund	Actual	Actual	Year to Date	Budget	Proposed
	1 General Fund	27,929,785	29,493,667	24,842,486	30,968,382	34,884,985
	2 G.O. Debt Service	5,885,786	5,460,742	5,387,029	5,045,505	5,517,423
	4 Street Maintenance	-	293,326	1,738,764	808,835	893,084
	5 WaterWastewater	15,676,078	16,036,020	15,167,524	17,260,379	19,687,085
	9 Airport	445,249	549,257	418,562	484,516	578,505
	14 HotelMotel	56,720	20,423	44,176	41,584	44,163
	16 LEDC/4A	1,236,801	698,409	828,662	1,452,212	1,676,035
	17 LRDC/4B	3,481,574	3,654,874	2,639,671	3,443,848	3,596,472
	18 Golf Course	1,100,143	959,582	751,705	967,337	1,229,553
	19 Sanitation	1,720,872	2,046,282	1,405,363	2,043,734	2,097,629
	21 E911	221,917	201,343	263,591	295,290	221,618
	53 Stormwater	1,284,386	1,300,280	1,368,839	1,646,706	2,124,676
Total		\$ 59,039,312	\$ 60,714,207	\$ 54,856,372	\$ 64,458,328	\$ 72,551,228
BALANCES		2019	2020	2021		2022
		Actual	Actual	Year to Date	Budget	Proposed
	Net Gain (Loss)	9,704,940	11,755,408	10,731,805	1,785,045	2,582,110
	Beginning Balance	9,167,699	18,872,639	30,628,047	30,628,047	38,490,033
	Ending Balance	18,872,639	30,628,047	38,490,033	32,413,092	41,072,144
	Fund Balance (audited)	27,844,362	23,006,965			
	Ending Balance as % of Expenditures	31.97%	50.45%	70.17%	50.29%	56.61%

CITY OF LANCASTER CITY COUNCIL

City Council Special Work Session and Regular Meeting

7.

Meeting Date: 11/14/2022

Policy Statement: This request supports the City Council 2022-2023 Policy Agenda

Goal(s): Financially Sound Government

Submitted by: Opal Mauldin-Jones, City Manager
Michael Delmore, Director of Finance

Agenda Caption:

Discuss and consider a resolution authorizing the City Manager to execute a letter agreement authorizing repayment to the Texas Comptroller in an amount not to exceed three million fourteen thousand, nine hundred seventeen dollars and ten cents (\$3,014,917.10) plus a 2% fee for a taxpayer claim of over accrual of sales and use taxes.

Background:

The purpose of this item is to address a notice received from Texas Comptroller Glenn Hegar's office for an overpayment of three million fourteen thousand, nine hundred seventeen dollars, and ten cents (\$3,014,917.10) plus 2% fee amount. The overpayment was the result of a taxpayer that filed a refund claim for the over accrual of use taxes. This claim has been verified by the State Comptroller's office as a valid refund based on exemptions allowed under local sales tax statutes and documentation provided by the taxpayer to the State. Since this amount has been refunded to the taxpayer by the Comptroller, it must now be repaid to the State by the City.

The City has verified the claim presented in the Comptroller's request. Texas Tax Code Sec. 111.006 (f) prohibits the governing body from disclosing confidential taxpayer's information. Therefore, we are prohibited from disclosing the taxpayer's identity.

Sales and use tax is 8.25%; 6.25% goes to the State, 1% allocated to the General Fund, 1/4% allocated to Property Tax Reduction (General Fund), 1/2 % to the Lancaster Recreational Development Corporation (LRDC), and 1/4% to Lancaster Economic Development Corporation (LEDC).

The payment is the result of the State of Texas Comptrollers Sales Tax Audit for the period January 2010 - June 2013.

Operational Considerations:

The Comptroller has provided the following options to make the repayment:

1. Full reimbursement by one-time check with a 2 % service fee discount for a total of \$3,014,917.10,
2. Apply all monthly collections to the overpaid amount until the amount has been repaid, or
3. Enter into a 42-month payback agreement where a monthly deduction of seventy three thousand, two hundred forty-eight dollars (\$73,248.00) will be deducted for 41 months, with a final deduction of seventy three thousand, two hundred seventy eight dollars and two cents (\$73,278.02) for a total of \$3,076,446.02. This deduction would start the month after the State Comptroller receives a response from the City, or two months after the date of their letter (attached as "Agreement-Exhibit A"), if they do not receive a response. Additionally, future significant audit or one-time payments may be applied toward the repayment amount to reduce the length of the payback, and notifications of those applications will be sent.

No fees of any type will be assessed on the payback amount, with a one-time payment.

Fiscal Impact:

Repayment will be from:

1. General Fund \$1,507,458.54
2. Property Tax Reduction (General Fund) \$376,864.64
3. Lancaster Economic Development Corporation (LEDC) \$376,864.64
4. Lancaster Recreational Development Corporation (LRDC) \$753,729.28

Options/Alternatives:

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

Recommendation:

Staff recommends full reimbursement by one-time check of three million fourteen thousand, nine hundred seventeen dollars, and ten cents (\$3,014,917.10), which is a 2% saving of the total amount due.

Attachments

Resolution

Texas Comptroller Letter

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A REPAYMENT AGREEMENT BY AND BETWEEN THE CITY OF LANCASTER, TEXAS AND THE TEXAS STATE COMPTROLLER TO PROVIDE REPAYMENT IN AN AMOUNT NOT TO EXCEED THREE MILLION FOURTEEN THOUSAND NINE HUNDRED SEVENTEEN DOLLARS AND TEN CENTS (\$3,014,917.10) PLUS A 2% FEE AMOUNT FOR A TAXPAYER OVERPAYMENT OF ACCRUAL OF USE TAXES; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a taxpayer filed a claim with the State Comptroller's office for accrual of use taxes in the amount of \$3,014,917.10 plus a 2% fee amount, and

WHEREAS, the Comptroller's office and City have verified the amount; and

WHEREAS, State of Texas Tax Code Sec. 111.006 (f) prohibits the governing body from disclosing confidential taxpayer information, and

WHEREAS, the City of Lancaster will pay a one time payment of three million fourteen thousand nine hundred seventeen dollars and ten cents (\$3,014,917.10) to resolve the agreement in full, for the agreement proposed by the Comptroller's office; and

WHEREAS, repayment to the Texas State Comptroller has been authorized by the Lancaster City Council by this resolution.

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

SECTION 1. The City of Council does hereby approve the terms and conditions of the State Comptroller agreement attached as "Exhibit A".

SECTION 2. That the City Manager is hereby authorized to execute the State Comptroller agreement as depicted in "Exhibit A".

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

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

SECTION 5. This Resolution shall become effective immediately from and after its passage, as the law and charter in such cases provide.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 14th day of November, 2022.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

P.O. Box 13528 • Austin, TX 78711-3528

September 23, 2022

Mr. Mike Delmore
Finance Director
City of Lancaster
P.O. Box 940
Lancaster, TX 75146-0940

Dear Mr. Delmore:

This letter is to notify you that the City of Lancaster was previously overpaid \$3,076,446.02 in local sales and use taxes. A taxpayer accrued local taxes in error on items later determined by our auditors to be nontaxable. Since this amount was refunded to the taxpayer, it must now be repaid to the State.

The options to repay the overpaid amount are as follows:

- ☐ 1) Full reimbursement by one-time ACH deposit or check* (if deposit, contact me for banking instructions).
- ☐ 2) Apply all monthly collections to the overpaid amount until the amount has been repaid, or
- ☐ 3) Enter into a 42- month payback agreement where a monthly deduction of \$73,248.00 will be deducted for 41 months with a final deduction of \$73,278.02. The deduction would start the month after we receive your response or two months after the date of this letter if we do not receive a response. Additionally, future significant audit payments or one-time payments may be applied toward the repayment amount to reduce the length of the payback and notifications of those applications will be sent as they occur.

No fees of any type will be assessed on the payback amount.

*If you choose option 1, whether full reimbursement by one-time check or deposit, the payback amount should be adjusted by the 2% service fee. Multiply the payback amount by 2% (.02), subtract the 2% amount from the payback amount, then pay the adjusted amount.

Please mark an X in the applicable box above for the option you wish to choose, have a city official sign at the bottom, and return this letter by email to shirley.kaatz@cpa.texas.gov or by mail to the address given below.

If you have any questions or need additional information, you may call me toll free at (800) 531-5441, ext. 50550. My mailing address is PO Box 13528, Austin, TX, 78711 or my email is shirley.kaatz@cpa.texas.gov.

Shirley Kaatz

Sincerely,
Shirley Kaatz
Revenue Accounting Division
Tax Allocation Section

Date _____
City Official Name _____
Title _____
Signature _____

CITY OF LANCASTER CITY COUNCIL

City Council Special Work Session and Regular Meeting

8.

Meeting Date: 11/14/2022

Policy Statement: This request supports the City Council 2022-2023 Policy Agenda

Goal(s): Sound Infrastructure

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

Agenda Caption:

M22-36 Discuss and consider a resolution granting a non-exclusive easement (0.010-acre) to Oncor Electric Delivery Company, LLC from the City of Lancaster, Texas for a power line upgrade located along Belt Line Road in the James McMillan Survey, Abstract No. 987 Section 25, Lancaster, Texas; 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.

Background:

Oncor Electric Delivery Company, LLC (Oncor) is preparing to upgrade an existing line along Belt Line Road to service the Niagara project's increased electrical demand. Based on the location of their existing poles and nature of the service upgrade, Oncor will also add another pole along Belt Line Road. The easement will generally be located adjacent to the north side of Belt Line Road near the City water tower.

Operational Considerations:

Oncor is a company regulated by the Public Utility Commission of Texas to provide the infrastructure that serves electrical needs within the City. The requested easement near the City's water tower property along East Belt Line Road will allow for increased electrical capacity based on growing demand from Niagara and other similar projects in the area. Additionally, the upgraded power lines within the easement will also serve an existing lift station on the City of Lancaster's property.

Legal Considerations:

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

Public Information Considerations:

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

Options/Alternatives:

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

Recommendation:

Staff recommends approval of the resolution granting one non-exclusive easement to Oncor Electrical Delivery Company, LLC.

Attachments

Resolution

Site Location Map
Letter of Intent
Easement
Exhibit A

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, GRANTING ONE (1) NON-EXCLUSIVE EASEMENT OF APPROXIMATELY FOUR HUNDRED FORTY-ONE SQUARE FEET (441) OR 0.010 ACRE TO ONCOR ELECTRIC DELIVERY COMPANY LLC, FROM THE CITY OF LANCASTER RELATING TO OVERHEAD AND/OR UNDERGROUND ELECTRIC SUPPLY AND COMMUNICATION FACILITIES ADJACENT TO BELT LINE ROAD IN THE JAMES MCMILLAN SURVEY, ABSTRACT NUMBER 987, SECTION 25, LANCASTER, TEXAS; ESTABLISHING CONDITIONS, PROVIDING FOR THE FURNISHING A CERTIFIED COPY OF THIS RESOLUTION FOR RECORDING IN THE PROPERTY RECORDS OF DALLAS COUNTY, TEXAS AS A DEED; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lancaster ("Grantor") is the owner of certain real properties; and

WHEREAS, Oncor Electric Delivery Company LLC ("Grantee") seeks to acquire a permanent utility easement on the City's real property; and

WHEREAS, the City of Lancaster desires to grant to the Oncor Electric Delivery Company LLC such easements as provided in Exhibit A and the attachment thereto; and

WHEREAS, the City finds that such easement, as depicted on the attached Exhibit A are for a public purpose and hereby grants the Easements to the Grantee under the terms and conditions provided in the Exhibit.

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

SECTION 1. That the City of Lancaster hereby finds and determines that it is in the best interest of the public health, safety and welfare to grant the utility easement to Oncor Electric Delivery Company, LLC, Grantee, which is described in Exhibit A and attached hereto and incorporated herein.

SECTION 2. That the City Secretary is directed to file said easement for recording in the real property records of Dallas County, Texas, as a deed.

SECTION 3. That this Resolution shall take effect immediately from and after its adoption and execution.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 14th day of November 2022.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

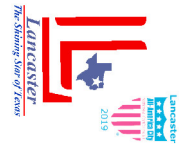
APPROVED AS TO FORM:

David T. Ritter, City Attorney

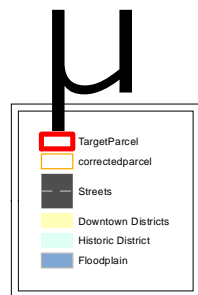
City of Lancaster

1011 E Belt Line Rd

Zoned: AO

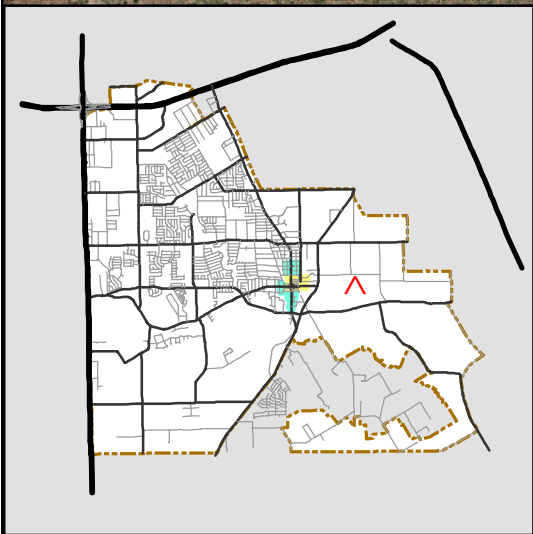
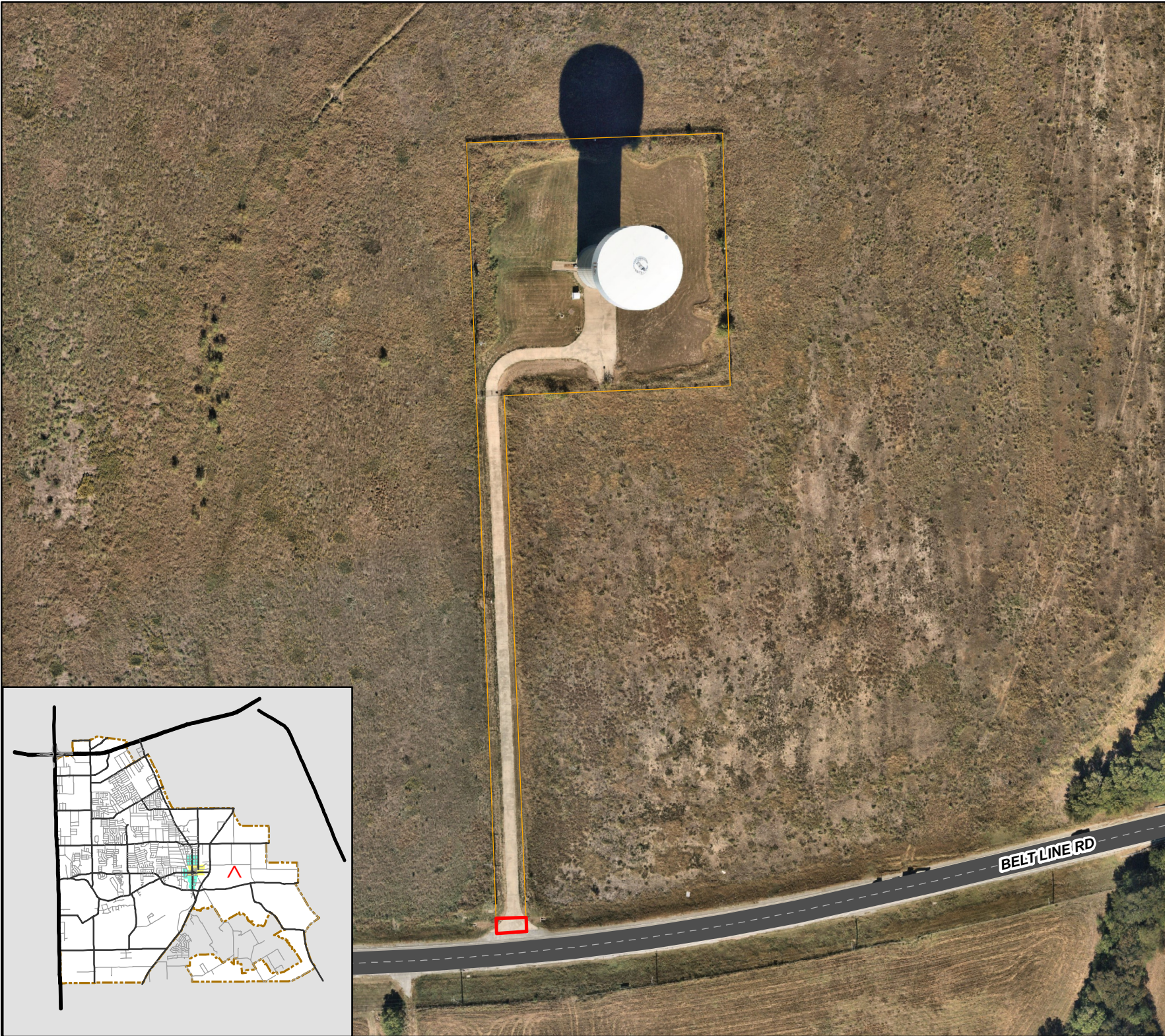


DISCLAIMER / LIMITATION OF LIABILITY
 The information on this map is provided by the City of Lancaster as a public service. We are continually updating the data in order to provide the most accurate information possible. Such information is intended for reference only. The City of Lancaster does not guarantee the accuracy of the information, data or maps. All information is provided "As-Is" without warranty of any kind.



0 30 60 120 Feet

Date: 10/27/2022





Kenneth Govan
Area Manager
Customer Operations

October 27, 2022

Ms. Vicki Coleman
Director of Development Services
City of Lancaster
211 N Henry Street
Lancaster, Texas 75146

Ms. Coleman,

Oncor has been requested to serve the new Niagara project in the City of Lancaster. With load requirements, Oncor will need an additional 15 ft. easement running parallel with Belt Line Rd existing Right of Way. We intend to install a new pole line along beltline to serve Niagara. There is an existing pole line that goes into the City of Lancaster's property to serve an existing lift station. We will be upgrading that line not only for Niagara but also for the city of Lancaster.

Sincerely,

A handwritten signature in black ink, appearing to read "Kenneth Govan". The signature is fluid and cursive, with a large, stylized "K" and "G".

Kenneth Govan

Oncor
1220 E. Pleasant Run Rd
DeSoto, Texas 75115
Tel: (972) 230-5135
Email: kenneth.govan@oncor.com
oncor.com

EASEMENT AND RIGHT OF WAY

This Easement (this "Easement") is made as of _____, 2022, by and between **Oncor Electric Delivery Company LLC, a Delaware limited liability company., 1616 Woodall Rodgers Freeway, Dallas, Texas 75202-1234**, herein after referred to as ("Grantee"), and the **City of Lancaster, Texas** ("Grantor").

RECITALS:

Whereas, Grantor is the fee simple owner of that certain 0.010 acre property (441.37 square feet) being more particularly described by metes and bounds and outlined on **Exhibit A** attached hereto (the "Easement Property"); and

Whereas, Grantee has requested Grantor to grant to Grantee a specific-use easement over and across the Easement Property and Grantor has agreed to grant to Grantee such easement.

Now, therefore, for good and valuable consideration of Ten Dollars (\$10.00), the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. **Easement.** Grantor hereby grants and conveys to Grantee, its successors and assigns, a non-exclusive easement in, over and across the Easement Property for the sole purposes of construction, maintenance and operation of underground electric lines and any appurtenances related thereto. The Easement granted herein shall include the right to access the Easement Property. Grantee covenants and agrees to repair, replace and reinstall any vegetation, landscaping and/or improvements damaged by Grantee. Grantee further covenants and agrees to protect, indemnify, and hold harmless Grantor from any claims, demands, expenses, losses, damages or injuries (including death) to persons or property to the extent caused by Grantee's negligence or willful misconduct in the construction, operation and maintenance or use of the Easement.

2. **Grantor's Use of Easement Property.** Grantor hereby reserves the right to use and enjoy the Easement Property for any and all purposes Grantor desires, subject only to the limitation that such use and enjoyment will not damage or unreasonably interfere with Grantee's permitted uses.

3. **Attorneys' Fees and Costs.** If any legal or other proceeding is instituted to enforce any term of this Easement, the party prevailing in any such proceeding shall be paid all of the legal costs, expenses and fees including attorneys' fees by the other party, and if any judgment is secured by such prevailing party all such legal costs, expenses and fees shall be included in any such judgment.

4. **Title and Authority.** The Grantor hereby represents that it has the legal authority to enter into and execute this Easement and to perform all of the obligations and duties herein.

5. **Governing Law.** This Easement shall be governed and interpreted in accordance with the laws of the State of Texas.

6. **Headings.** The headings contained in this Easement are for reference purposes only and will not in any way affect the meaning or interpretation hereof.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed this Easement on the respective dates set forth in the respective acknowledgments below, to be effective as of the date appearing in the acknowledgment below of the last party to sign this Easement.

GRANTEE:

Oncor Electric Delivery Company, LLC
a Delaware limited liability company

By: _____

Its: _____

Date: _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2022,
by _____ (Name)(personally known to me or proved
to me through _____ as identification), _____
(Title) of Oncor Electric Delivery Company, LLC, a Delaware limited liability company.

Notary Public, State of Texas

My Commission Expires:

Printed/Typed Name

IN WITNESS WHEREOF, the parties have executed this Easement on the respective dates set forth in the respective acknowledgments below, to be effective as of the date appearing in the acknowledgment below of the last party to sign this Easement.

GRANTOR:

City of Lancaster, Texas

By: _____

Its: _____

Date: _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2022, by _____ (Name) (personally known to me or proved to me through _____ as identification, _____ (Title) of the City of Lancaster, Texas, a municipality in the State of Texas, in the capacity therein stated, for and on behalf of said municipality.

Notary Public, State of Texas

My Commission Expires:

Printed/Typed Name

x:\2022\22-0784\Working\Plots and Field Notes\Plots\22-0784 CITY OF LANCASTER.dwg

GRAPHIC SCALE



1 INCH = 50 FT.

EXHIBIT "A"

SHEET 1 OF 2

20.00 ACRES
CP LANCASTER LAND LP,
INST# 202200147244
O.P.R.D.C.T.

TRACT ONE
09/13/2007
CALLED 44.41 ACRES
LANCASTER REAL ESTATE DEVELOPMENT, LLC,
A TEXAS LIMITED LIABILITY COMPANY
INST# 20070341983
O.P.R.D.C.T.

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S85°00'37"W	29.48'
L2	N02°28'52"W	14.95'
L3	N84°53'30"E	29.49'
L4	S02°26'31"E	15.01'

**ONCOR ELECTRIC DELIVERY
COMPANY LLC EASEMENT**
0.010 ACRES
(441.37 SQ. FT.)
PROPOSED ELECTRIC LINE LENGTH
29.50' / 1.79 RODS

P.O.B.
LAT: 32.585267
LONG: -96.740657

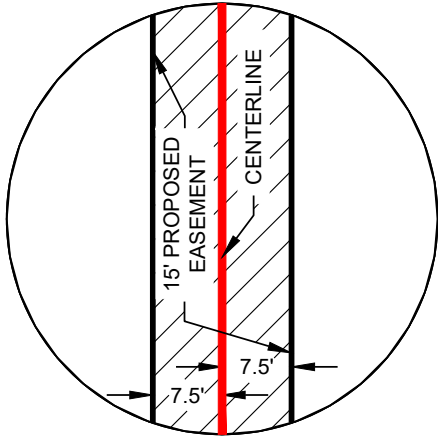


E. BELT LINE RD.
(VARIABLE WIDTH RIGHT-OF-WAY)

JAMES MCMILLAN SURVEY
ABSTRACT NO. 987
SECTION 25
DALLAS COUNTY, TEXAS

LEE J. SCHMITT AND
BEATRIZ S. SCHMITT
CALLED 2.91 AC.
DOC# 2005-3196679
O.P.R.D.C.T.

WINTERGREEN/HS PARTNERS, LTD
AND CLYDE L. HARGROVE
CALLED 24.22 AC.
2017-11219113
O.P.R.D.C.T.



TYPICAL EASEMENT
N.T.S.

LEGEND / ABBREVIATIONS

- PROPOSED CENTERLINE
- PROPERTY LINE
- ABSTRACT LINE
- HIDDEN LINE
- 1/2" IRON ROD FOUND
- O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS
- D.R.D.C.T. DEED RECORDS, DALLAS COUNTY, TEXAS
- ONCOR ELECTRIC DELIVERY COMPANY LLC EASEMENT

**ONCOR ELECTRIC DELIVERY COMPANY LLC
EASEMENT**
0.010 ACRES (441.010 SQ. FT.) IN
JAMES MCMILLAN SURVEY
ABSTRACT NO. 987, SECTION 25
DALLAS COUNTY, TEXAS



4100 INTERNATIONAL PLAZA
SUITE 240
FORT WORTH, TX 76109
(817)554-1805
www.landpoint.net
TBPELS REG. NO. 10194220

LEGAL DESCRIPTION

Being a 0.010 acre (441.37 sq. ft.) electric easement situated in the James McMillan Survey, Abstract Number 987, Section 25, Dallas County, Texas, and being a portion of a tract described in deed to City of Lancaster, recorded in Volume 99105, Page 1806 of the Official Public Records of Dallas County, Texas, (O.P.R.D.C.T.), and being more particularly described by metes and bounds as follows:

Beginning at a ½" iron rod found at the Southeast corner of said Lancaster tract and at the Southwest corner of a 44.41 acre tract described in deed to Lancaster Real Estate Development, LLC., recorded in Instrument Number 20070341983 O.P.R.D.C.T., same being in the North Right-of-Way line of E Belt Line Road;

THENCE S85°00'37"W, with the South line of said Lancaster tract and the common North Right-of-Way line of E Belt Line Road, a distance of 29.48 feet to a ½" iron rod found at the Southwest corner of said Lancaster tract, same being the Southeast corner of a called 20 acre tract described in deed to CP Lancaster Land LP, recorded in Instrument Number 202200147244 O.P.R.D.C.T.;

THENCE N02°28'52"W, with the West line of said Lancaster tract and the common East line of said CP Lancaster tract, a distance of 14.95 feet;

THENCE N84°53'30"E, a distance of 29.49 feet to the East line of said Lancaster tract and the common West line of said Lancaster Real Estate tract;

THENCE S02°09'55"E, with the East line of said Lancaster tract and the common West line of said Lancaster Real Estate tract, a distance of 15.01 feet to the POINT OF BEGINNING and containing 0.010 acres (441.37 sq. ft.) of land more or less;

Proposed electric line having a length of 29.50 feet or 1.79 rods.



I, Ted Allen Gossett, certify that this plat was prepared under my direct supervision from a survey made on the ground on January 22, 2022, that this plat correctly represents the facts found at the time of said survey.

Ted A. Gossett

Ted A. Gossett Texas R.P.L.S. No. 5991
07/11/2022

ONCOR ELECTRIC DELIVERY COMPANY LLC
EASEMENT
0.010 ACRES (441.010 SQ. FT.) IN
JAMES MCMILLAN SURVEY
ABSTRACT NO. 987, SECTION 25
DALLAS COUNTY, TEXAS



4100 INTERNATIONAL PLAZA
SUITE 240
FORT WORTH, TX 76109
(817)554-1805
www.landpoint.net
TBPELS REG. NO. 10194220

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CITY OF LANCASTER CITY COUNCIL

City Council Special Work Session and Regular Meeting

9.

Meeting Date: 11/14/2022

Policy Statement: This request supports the City Council 2022-2023 Policy Agenda

Goal(s): Sound Infrastructure
Quality Development

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

Agenda Caption:

M22-32 Discuss and consider a resolution authorizing the City Manager to execute a development agreement with Schlachter Realty, LTD., relating to building materials for the development of the property located approximately 2,034 feet south of the intersection of Sunrise Road and Belt Line Road. It is further described as tracts of land situated in Tracts I and II (David A. Schlachter) and Tract III (Schlachter Realty, LTD), of the John Little Survey, Abstract No. 768, the M.H. Lavender Survey, Abstract No. 766, the E. Little Survey, Abstract No. 787, and the D. Garner Survey, Abstract No. 530, City of Lancaster, Dallas County, Texas.

Background:

1. **Location and Size:** The property is located south of Belt Line Road and is approximately 2,034 feet south of the intersection of Sunrise Road and Belt Line Road. The property is approximately 301.8 acres in size.
2. **Current Zoning:** The subject property is currently zoned Agricultural Open (AO) - Lanport District Overlay Subdistrict Commerce
3. **Adjacent Properties:**
North: Planned Development-Logistics Port Walmart E-commerce
South: Lanport Overlay District - Vacant
East: City of Wilmer ETJ
West: Lancaster Regional Airport
4. **Comprehensive Plan Compatibility:** The Future Land Use Plan of the Comprehensive Plan identifies this site as suitable for Aviation uses. The proposed uses identified within the planned development request are consistent with the Comprehensive Plan.

5. Case History:

Date	Body	Action
01/02/2008	CC	Lanport Overlay Adopted by CC
06/07/2022	P&Z	Z22-09 Tabled to 08/02/2022 P&Z
08/02/2022	P&Z	Z22-09 Tabled to 09/06/2022 P&Z
09/06/2022	P&Z	Z22-09 Recommended approval with 20% open space

Operational Considerations:

This is a companion item to zoning case Z22-09, a zoning change request from Agricultural Open (AO) Lanport Overlay to Planned Development- Light Industrial (LI). The purpose of this development agreement is to ensure the planned development to be known as Texas Trimodal develops utilizing the building materials for proposed buildings as identified in the development Agreement. On September 1, 2019, the Texas Legislature passed House Bill 2439 which prohibits local governments from enforcing local codes concerning building materials on commercial and residential properties. House Bill 2439 "prohibits a governmental entity from enforcing a rule, charter provision, ordinance, order, building code or other regulation that prohibits or limits, directly or indirectly, the use or installation of a building product or material in the construction, renovation, maintenance, or other alteration of a residential or commercial building if the building product or material is approved for use by a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building..." The development agreement illustrates the City and the Developer agree to the use of proposed building materials for the development depicted in Exhibit C of the Development Agreement.

Public Information Considerations:

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

Options/Alternatives:

1. City Council may approve the development agreement as presented.
2. City Council may approve the development agreement with changes and state those changes.
3. City Council may deny the development agreement.

Recommendation:

Staff recommends approval of the development agreement as presented.

Attachments

Resolution

Executed Development Agreement

RESOLUTION NO.

A RESOLUTION OF THE CITY OF LANCASTER, TEXAS, AUTHORIZING A DEVELOPMENT AGREEMENT, ATTACHED AND INCORPORATED HERETO AS "EXHIBIT A", BETWEEN THE CITY OF LANCASTER, TEXAS AND SCHLACTER REALTY, LTD, REGARDING BUILDING MATERIALS AND SITE DESIGN ELEMENTS FOR DEVELOPMENT OF THE "TEXAS TRIMODAL" SITE FOR THE ± 301.8 ACRE PROPERTY LOCATED APPROXIMATELY 2,034 FEET SOUTH OF THE INTERSECTION OF SUNRISE ROAD AND BELT LINE ROAD DESCRIBED AS TRACTS I AND II (DAVID A. SCHLACTER) AND TRACT III (SCHLACTER REALTY, LTD), THE JOHN LITTLE SURVEY, ABSTRACT NO. 768. THE M.H. LAVENDAR SURVEY, ABSTRACT NO. 766, THE E. LITTLE SURVEY, ABSTRACT NO. 787, AND THE D. GARNER SURVEY, ABSTRACT NO. 530; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Schlacter Realty, LTD is the owner of ± 301.8 acre tract of land located approximately 2,034 feet south of the intersection of Sunrise Road and Belt Line Road described as Tracts I and II (David A. Schlacter) and Tract III (Schlacter Realty, LTD), the John Little Survey, Abstract No. 768. the M.H. Lavender Survey, Abstract No. 766, the E. Little Survey, Abstract No. 787, and the D. Garner Survey, Abstract No. 530, in the City of Lancaster ("City"), and known as "Texas Trimodal", (the "Property") and

WHEREAS, the City and Schlacter Realty, LTD have negotiated and agreed upon building materials and site design elements as described in "Exhibit C" for the Property, and have agreed upon the Development Agreement attached hereto as "Exhibit A" and the property described as "Exhibit B" "Legal Description" incorporated by reference: and

WHEREAS, the City Council of the City of Lancaster, Texas has determined that execution of the Development Agreement is in the best interest of the citizens of Lancaster, Texas, and desires to authorize the City to enter into the Agreement and to authorize the City Manager to execute the agreement on behalf of the City.

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

SECTION 1. All of the above recitals are hereby found to be true and correct and are approved and incorporated into the body of this Resolution as if copied in their entirety.

SECTION 2. The Development Agreement pertaining to Texas Trimodal and attached hereto as Exhibit "A," is hereby ratified and approved, and the City Manager is authorized to execute the agreement on behalf of the City.

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

SECTION 4. All provisions of any resolution or ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal should not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

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

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 14th day of November, 2022.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

Exhibit A

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between the City of Lancaster, Texas ("City"), and Schlachter Realty, LTD ("Owner") (individually, a "Party") to be effective (the "Effective Date") on the latest date executed by a Party.

WHEREAS, the City is a home-rule municipal corporation, located in Dallas County, Texas, organized and existing under the laws of the State of Texas; and

WHEREAS, Owner is the owner of property located approximately 2,034 feet south of the intersection of Sunrise Road in the City, the legal description of which is more particularly described in Exhibit B, attached hereto and incorporated by reference (the "Property"); and

WHEREAS, Owner was requested by the City to specify certain requirements to be followed in the development of the Property; and

WHEREAS, this Agreement seeks to incorporate, in part, the negotiated and agreed upon development standards contained in the zoning ordinance, as may be amended, and/or this Development Agreement, to recognize Owner's reasonable investment-backed expectations in the Property, as may be amended, and as more fully described herein; and

WHEREAS, subject to the terms of this Agreement, Owner agrees and acknowledges that it will construct on the Property structures in accordance with the provisions, standards and notes reflected in this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Parties to this Agreement agree as follows:

1. **Design Elements/Development Standards.** Design elements and development standards to be incorporated into the development of the Property, including conditions of approval from the September 6, 2022, P&Z Commission, are included in Exhibit C.

2. **Covenant Running with the Land.** The terms, conditions, rights, obligations, benefits, covenants and restrictions of the provisions of this Agreement shall be deemed covenants running with the land, and shall be binding upon and inure to the benefit of the Owner and its heirs, representatives, successors and assigns. This Agreement shall be deemed to be incorporated into each deed and conveyance of the Property or any portion thereof hereafter made by any other owners of the Property, regardless of whether this Agreement is expressly referenced therein.

3. **Applicability of City Ordinances.** Owner shall develop the Property, and construct all structures on the Property, in accordance with all applicable City ordinances and building/construction codes.

4. **Default.** No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. If either Party is in default under this Agreement, the other Party shall have the right to enforce the Agreement in accordance with applicable law, provided, however, in no event shall any Party be liable for consequential or punitive damages.

5. **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. Exclusive venue for any action arising under this Agreement shall lie in Dallas County, Texas.

6. **Notice.** Any notices required or permitted to be given hereunder (each, a "Notice") shall be given by certified or registered mail, return receipt requested, to the addresses set forth below or to such other single address as either party hereto shall notify the other:

If to the City: The City of Lancaster
 211 N. Henry St.
 P.O. Box 940
 Lancaster, Texas 75146
 Attention: City Manager

If to Owner: Schlachter Realty, LTD
 6211 W. Northwest Highway, Suite C-256
 Dallas, TX 75225

7. **Prevailing Party.** In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

8. **Entire Agreement.** This Agreement contains the entire agreement between the Parties hereto with respect to development of the Property and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any Party.

9. **Savings/Severability.** In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

10. **Binding Agreement.** A telecopied facsimile of a duly executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each party to the terms herein, including without limitation a scanned copy sent via electronic mail by either party.

11. **Authority to Execute.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The City warrants and represents that the individual executing this Agreement on behalf of the City has full authority to execute this Agreement and bind the City to the same. Owner warrants and represents that the individual executing this Agreement on behalf of Owner has full authority to execute this Agreement and bind Owner to the same. The City Council hereby authorizes the City Manager of the City to execute this Agreement on behalf of the City.

12. **Filing in Deed Records.** This Agreement, and any and all subsequent amendments to this Agreement, shall be filed in the deed records of Dallas County, Texas.

13. **Mediation.** In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to nonbinding mediation.

14. **Notification of Sale or Transfer: Assignment of Agreement.** Owner shall notify the City in writing of any sale or transfer of all or any portion of the Property, within ten (10) business days of such sale or transfer. Owner has the right (from time to time without the consent of the City, but upon written notice to the City) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Owner under this Agreement, to any person or entity (an "Assignee") that is or will become an owner of any portion of the Property or that is an entity that is controlled by or under common control with Owner. Each assignment shall be in writing executed by Owner and the Assignee and shall obligate the Assignee to be bound by this Agreement. A copy of each assignment shall be provided to the City within ten (10) business days after execution. Provided that the successor owner assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement, the assigning party will be released from any rights and obligations under this Agreement as to the Property that is the subject of such assignment, effective upon receipt of the assignment by the City. No assignment by Owner shall release Owner from any liability that resulted from an act or omission by Owner that occurred prior to the effective date of the assignment. Owner shall maintain true and correct copies of all assignments made by Owner to Assignees, including a copy of each executed assignment and the Assignee's Notice information.

15. **Sovereign Immunity.** The Parties agree that the City has not waived its sovereign immunity from suit by entering into and performing its obligations under this Agreement.

16. **Effect of Recitals.** The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council; and (d)

reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

17. **Consideration.** This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

18. **Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original.

19. **Exactions/Infrastructure Costs.** Owner has been represented by legal counsel in the negotiation of this Agreement and been advised or has had the opportunity to have legal counsel review this Agreement and advise Owner, regarding Owner's rights under Texas and federal law. Owner hereby waives any requirement that the City retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions required by the City are roughly proportional or roughly proportionate to the proposed development's anticipated impact. Owner specifically reserves its right to appeal the apportionment of municipal infrastructure costs in accordance with § 212.904 of the Texas Local Government Code; however, notwithstanding the foregoing, Owner hereby releases the City from any and all liability under § 212.904 of the Texas Local Government Code, as amended, regarding or related to the cost of those municipal infrastructure requirements imposed by this Agreement.

20. **Rough Proportionality.** Owner hereby waives any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution with respect to roadway or infrastructure requirements imposed by this Agreement. Owner and the City further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the projected impact of the terms of this Agreement, with respect to roadway or infrastructure requirements imposed by this Agreement.

21. **Waiver of Texas Government Code § 3000.001 et seq.** With respect to any structures or improvements constructed on the Property pursuant to this Agreement, Owner hereby waives any right, requirement or enforcement of Texas Government Code §§ 3000.001-3000.005, effective as of September 1, 2019.

22. **Time.** Time is of the essence in the performance by the Parties of their respective obligations under this Agreement.

23. Third Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third-party beneficiaries by entering into this Agreement.

24. Amendment. This Agreement shall not be modified or amended except in writing signed by the Parties. A copy of each amendment to this Agreement, when fully executed and recorded, shall be provided to each Party, Assignee and successor owner of all or any part of the Land; however, the failure to provide such copies shall not affect the validity of any amendment.

25. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply.

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the date referenced herein.

CITY:

THE CITY OF LANCASTER, TEXAS

By:_____

Name: Opal Mauldin-Jones

Title: City Manager, City of Lancaster

STATE OF TEXAS)

)

COUNTY OF DALLAS)

 This instrument was acknowledged before me on the ____day
of _____, 2022, by Opal Mauldin-Jones City Manager of the City of
Lancaster, Texas, on behalf of the City of Lancaster, Texas.

Notary Public, State of Texas

My Commission Expires: _____

OWNER:

SCHLACHTER REALTY, LTD

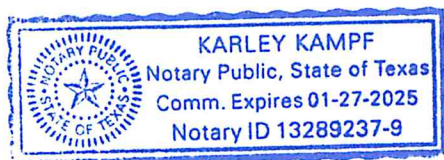
By: 

Marc Schlachter as Manager of Schlachter
Management Services LLC, it's General Partner

STATE OF TEXAS)

COUNTY OF DALLAS)

This instrument was acknowledged before me on the 4 day
of November, 2022, by Marc Schlachter known to be the person who's
name is subscribed to the foregoing instrument, and that he executed the same on
behalf of and as the act of Owner.





Notary Public, State of Texas

My Commission Expires: 01-27-2025



Exhibit B
Legal Description

EXHIBIT

BEING 301.8 ACRES IN THE
JOHN LITTLE SURVEY, ABSTRACT NO. 768, M.H. LAVENDER SURVEY, ABSTRACT NO. 766,
E. LITTLE SURVEY, ABSTRACT NO. 787, AND THE D. GARNER SURVEY, ABSTRACT NO. 530
CITY OF LANCASTER, DALLAS COUNTY, TEXAS

BEING a tract of land situated in the John Little Survey, Abstract No. 768, the M.H. Lavender Survey, Abstract No. 766, the E. Little Survey, Abstract No. 787, and the D. Garner Survey, Abstract No. 530, City of Lancaster, Dallas County, Texas, and being all of a called 20.50 acre tract of land designated as "Tract III" in the Special Warranty Deed to Schlachter Realty, Ltd. recorded in Instrument No. 201300000170, Official Public Records, Dallas County, Texas (OPRDCT), and being a portion of a called 235.906 acre tract of land designated as "Tract No. 1" and all of a called 30.035 acre tract of land designated as "Tract No. 2" in the Special Warranty Deed With Vendor's Lien to David A. Schlachter recorded in Volume 81079, Page 1085, Deed Records, Dallas County, Texas (DRDCT), and being a portion of a called 10.17 acre tract of land described in the Warranty Deed to Dallas Power & Light Company recorded in Volume 70186, Page 1499, DRDCT, and being all of a called 22.00 acre tract of land described in the General Warranty Deed to Schlachter Realty, Ltd., recorded in Instrument No. 202200106539, OPRDCT, and being more particularly described as follows:

BEGINNING at the north corner of said 20.50 acre tract and the southeast corner of a called 244.120 acre tract of land designated as "Tract I" in a Special Warranty Deed to Walmart Fulfillment Services, LLC, recorded in Instrument No. 202100026186, Official Public Records, Dallas County, Texas, in the southwest right-of-way line of Sunrise Road (a called 50-foot wide right-of-way at this point);

THENCE with said southwest right-of-way line of Sunrise Road, the following courses and distances:

South 30°42'22" East, a distance of 2,599.89 feet;

South 45°52'04" East, a distance of 1755.96 feet to a point in Van Road (a variable width prescriptive right-of-way);

THENCE with said Van Road, the following courses and distances:

South 56°34'56" West, a distance of 177.59 feet;

South 55°24'26" West, a distance of 810.78 feet;

South 55°58'38" West, a distance of 544.46 feet to a point for corner at the beginning of a non-tangent curve to the left with a radius of 748.80 feet, a central angle of 27°52'55", and a chord bearing and distance of South 42°02'59" West, 359.84 feet;

In a southwesterly direction, with said non-tangent curve to the left, an arc distance of 363.42 feet to a point for corner;

South 28°32'05" West, a distance of 324.40 feet to a point for corner;

NOTE: Description continued on Sheet 2.

Kimley»Horn

32410 West Road, Two Galena Office Fort Worth, TX 76102 Tel. No. (817) 770-1200
Green, Dallas, TX 75201 Fort Worth, TX 76102 Fax No. (817) 234-2821

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1"=1'	AKK	CLB	May 2022	204200000	1 OF 1

BARTON, GRANT & ASSOCIATES, L.L.P. A PROFESSIONAL CORPORATION, 1401 WEST END AVENUE, SUITE 1000, FORT WORTH, TEXAS 76102-3800. EXHIBIT NO. 20220000000000

BEING 301.8 ACRES IN THE

North 81°27'55" West, a distance of 20.00 feet to a point for corner;

THENCE in a northerly direction with the west line of said 22.00 acre tract the following courses and distances:

North 11°04'08" East, a distance of 212.22 feet to a point for corner;

North 25°12'58" West, a distance of 222.23 feet to a point for corner;

North $54^{\circ}50'09''$ West, a distance of 498.88 feet to a point for corner;

THENCE South 59°11'30" West, with the north line of said 79.777 acre tract and a southeasterly line of said 235.908 acre tract, a distance of 1,112.06 feet to a point at the most easterly southeast corner of Lot 1, Block A, Lancaster Airport Addition, an addition to the City of Lancaster according to the plat thereof recorded in Volume 97173, Page 5860. DRDCT::

THENCE North 58°49'44" East, with the southeast line of said 244.120 acre tract, a distance of 3,738.77 feet to the POINT OF BEGINNING and containing 301.8 acres of land, more or less.

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.

[illegible]

Exhibit C

Design Elements/Development Standards

In consideration for the approval of Zoning Case Z22-09, the developer includes the following design elements/development standards to correspond to the approval from the Planning and Zoning Commission, along with other items as listed below:

P&Z Conditions of Approval

1. Open Space: A minimum of 20% of the Property shall be maintained (per each development tract) as open space coincident with landscape area as defined in Sec. 14.804(b)(1)(A) of the LDC.

Additional Design Elements/Development Standards

2. Exterior Wall Materials: Exterior construction materials for all building facades facing a public or private street, and for any building façade that is 20% or more visible from a street (as measured by line-of-sight plans for elevations that are not oriented perpendicular to a street) shall be 100% of traditional masonry (i.e., brick, stone, architectural cast-stone, concrete block, or similar materials), concrete tilt wall, pre-cast concrete panels, and 3-stage stucco. The use of metal as an exterior construction material is permitted for any building façade that is less than 20% visible from a public or private street. A minimum of 30% of a façade adjacent to a public rights-of-way shall be made up of glass.
-

CITY OF LANCASTER CITY COUNCIL

City Council Special Work Session and Regular Meeting

10.

Meeting Date: 11/14/2022

Policy Statement: This request supports the City Council 2022-2023 Policy Agenda

Goal(s): Sound Infrastructure
Quality Development

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

Agenda Caption:

Z22-09 Conduct a public hearing and consider a rezoning request from Agricultural Open (AO) Lanport Overlay to Planned Development- Light Industrial (LI). The property is located approximately 2,034 feet south of the intersection of Sunrise Road and Belt Line Road. It is further described as tracts of land situated in Tracts I and II (David A. Schlachter) and Tract III (Schlachter Realty, LTD), of the John Little Survey, Abstract No. 768, the M.H. Lavender Survey, Abstract No. 766, the E. Little Survey, Abstract No. 787, and the D. Garner Survey, Abstract No. 530, City of Lancaster, Dallas County, Texas.

Background:

1. **Location and Size:** The property is located south of Belt Line Road and is approximately 2,034 feet south of the intersection of Sunrise Road and Belt Line Road. The property is approximately 301.8 acres in size.
2. **Current Zoning:** The subject property is currently zoned Agricultural Open (AO) - Lanport District Overlay Subdistrict Commerce
3. **Adjacent Properties:**
North: Planned Development-Logistics Port Walmart E-commerce
South: Lanport Overlay District - Vacant
East: City of Wilmer ETJ
West: Lancaster Regional Airport
4. **Comprehensive Plan Compatibility:**
The Future Land Use Plan of the Comprehensive Plan identifies this site as suitable for Aviation uses. The proposed uses identified within the planned development request are consistent with the Comprehensive Plan.
5. **Case History:**

Date	Body	Action
01/02/2008	CC	Lanport Overlay Adopted by CC
06/07/2022	P&Z	Z22-09 Tabled to 08/02/2022 P&Z
08/02/2022	P&Z	Z22-09 Tabled to 09/06/2022 P&Z
09/06/2022	P&Z	Z22-09 Recommended approval with 20% open space

Operational Considerations:

Texas Trimodal is a proposed master planned development to be designed with the intent of supporting light industrial uses. The site will have frontage off the Sunrise Road Connector, Sunrise Road and Van Road, and will contain approximately 301.8 acres. The site is intended to be split into four tracts to attract a world-class business community. Each tract could potentially have multiple users and buildings with intended uses such as data centers, e-commerce, and other related logistics uses.

Pursuant to Section 14.1101 of the Lancaster Development Code (LDC), when reviewing a zoning change request, there are nine (9) considerations that must be made when deciding on a zoning change application. The following is an analysis of these considerations based upon the presented PD Concept Plan:

Consistency with the City's Comprehensive Plan

The City's Future Land Use Plan of the Comprehensive Plan identifies this site as suitable for Aviation uses. Primary land use considerations for the Aviation land use designation are primary flex industrial/office space. The intended industrial uses are consistent with the uses outlined in the Lanport Overlay Commerce Subdistrict.

Configuration of Uses are Compatible with Existing and Planned Adjoining Uses

The subject property is adjacent to undeveloped land and directly abuts the Lancaster Regional Airport. The surrounding area where the subject site is located is planned for industrial use. The Planned Development request is compatible with future uses that could potentially develop by right within the Lanport Overlay.

Conform to the City's Thoroughfare Plan

The request does not conform to the City's Thoroughfare Plan. As such, Case M22-18 is a companion item requesting to: 1) delete portions of Pinto Road from the Sunrise Road Connector to Sunrise Road; 2) delete portions of Van Road between its intersection with the existing Sunrise Road and the realigned proposed Sunrise Road; and 3) delete portions of Ferris Road between the existing Sunrise Road and the realigned proposed Sunrise Road.

Proposed Open Space

The development proposes approximately 37 acres of open space. Per section 14.101(b)(2)(A) of the Lancaster Development Code, "a minimum of twenty percent (20%) of the gross land area within the entire PD District shall be devoted to open space". The PD is providing 20% open space for each tract. The requirement has been met.

Publicly Accessible Open Space

Open space has been provided; however, it will not be accessible to the public. There will be a 10-12' wide off-street trail to follow the proposed Sunrise Road realignment. This development will provide one pedestrian connection to public rights-of-way per development lot to provide employees access to the off-street trail.

Amenities

Amenities such as open space and an off-street trail are part of the proposed PD. Employees will have access to the trail system.

Development Furthers The Public Health, Safety and General Welfare of The Community

The proposed PD does not negatively impact the health, safety, and wellness of the community. The request is compatible with what is currently allowed by right on surrounding properties, should they be developed.

Traffic Impact Analysis (TIA) Demonstrates The Capacity of The Proposed Roadways Support The Development

At this time a TIA has not been conducted. If approved, the Planned Development would allow for the TIA to be deferred to the site plan submittal process. This would allow flexibility to the overall site layout and phasing of this development. Property owner's will still be responsible for roadway improvements at the time of platting.

PD Comparison Chart

Standard	LanPort Commerce Sub-District	Proposed PD
Maximum Lot Coverage	50% Building coverage. 80% Lot coverage	80% Building footprint 50%. Building coverage on a single lot
Minimum Lot Width	None	50 Feet
Maximum Height	4-Stories, 64 Feet (FAA Restrictions)	110 Feet (FAA Restrictions)
Setbacks	Front 25 feet. 100 feet from arterials. Side 20 feet. Rear 20 feet. *Additional setbacks if adjacent to single-family and based on height*	25 feet from all platted lines adjacent to ROW. 15 feet from all other platted lines
Open Space	None	20% open space per tract
Landscaping, Screening, Tree Protection	Defers to LDC. Landscaping, screening and tree survey required	Defers to LDC. Landscaping, screening and tree survey required
Detention Screening	Detention screening required	Preserved trees in the detention facilities count towards the requirement of 1 tree per 5,000 sf dry land
Building Materials	100% of facade visible from ROW shall be masonry	Facades 20% visible from ROW shall be masonry
Articulation	Defers to LanPort Commerce Sub-district standards	Horizontal and vertical articulation required

Overall, the proposed planned development resembles the existing LanPort Overlay requirements with minor reductions to setbacks, changes to the building material requirements, landscaping, and allowed uses. Based upon an analysis of the nine (9) considerations that must be taken into account when reviewing a Planned Development application, the proposed zoning change request to a Planned Development is appropriate.

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. On May 22, 2022, a notice for this public hearing appeared in the Focus Daily Newspaper. Staff also mailed 3 notifications of this public hearing to property owners within 200 feet of the subject site. Staff has received one letter of support and no opposition.

Options/Alternatives:

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

Recommendation:

On September 6, 2022, the Planning and Zoning Commission recommended approval of the request with the condition that the required open space be 20% per each development tract. Staff concurs.

Attachments

Ordinance
Location Map
Letter of Intent
Exhibit A-Survey
Exhibit B-Development Regulations
Exhibit C-Concept Plan
Exhibit D-Permitted Use Table
Exhibit E-Parking Requirements
Land Use Comparison Chart
Letter of Support
P&Z Staff Report
September 6, 2022 P&Z Draft Minutes

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, CHANGING THE ZONING DESIGNATION ON APPROXIMATELY ± 301.8 ACRE PROPERTY LOCATED APPROXIMATELY 2,034 FEET SOUTH OF THE INTERSECTION OF SUNRISE ROAD AND BELT LINE ROAD DESCRIBED AS TRACTS I AND II (DAVID A. SCHLACTER) AND TRACT III (SCHLACTER REALTY, LTD), THE JOHN LITTLE SURVEY, ABSTRACT NO. 768. THE M.H. LAVENDAR SURVEY, ABSTRACT NO. 766, THE E. LITTLE SURVEY, ABSTRACT NO. 787, AND THE D. GARNER SURVEY, ABSTRACT NO. 530 FROM AGRICULTURAL- OPEN DISTRICT (A-O) LANPORT COMMERCE, TO PLANNED DEVELOPMENT (PD) LANPORT COMMERCE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission and the City Council, in accordance with the City's Code of Ordinances, state law and all other applicable ordinances of the City, have given the required notices and have held the required public hearings regarding the amendment of the City's zoning laws by changing the zoning on the property referenced in the exhibit attached hereto as Exhibit A, incorporated by reference ("the Property"); and

WHEREAS, all legal requirements, conditions and prerequisites have been complied with prior to the case coming before the City Council for the City of Lancaster, including all mandated public notices and public hearings; and

WHEREAS, the City Council, after determining that all legal requirements of notice and hearing have been met, has determined that the following zoning change would provide for and be in the best interest of the health, safety, morals and general welfare of the City.

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

SECTION 1. All of the above premises are hereby found to be true and correct and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. From and after the effective date of this Ordinance, the zoning on the Property is hereby changed from Agricultural-Open District (A-O) Lanport Commerce, to Planned Development (PD) Lanport Commerce, as more particularly described in Exhibit A, "Zoning Exhibit," attached hereto and made a part hereof for all purposes. The City's Zoning Map shall be amended to reflect the zoning change referenced herein.

SECTION 3. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 4. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 5. Any person, firm, corporation or business entity violating this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be subject to a fine not to exceed \$2,000.00, and each day that such violation shall continue shall be considered a separate offense. These penal provisions shall not prevent an action on behalf of the City of Lancaster to enjoin any violation or threatened violation of the terms of this Ordinance, or an action for mandatory injunction to remove any previous violation hereof.

SECTION 6. This Ordinance shall become effective from and after its passage and publication.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 14th of November, 2022.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

City of Lancaster Proposed Planned Development Area

Zoned: AO (Lanport)

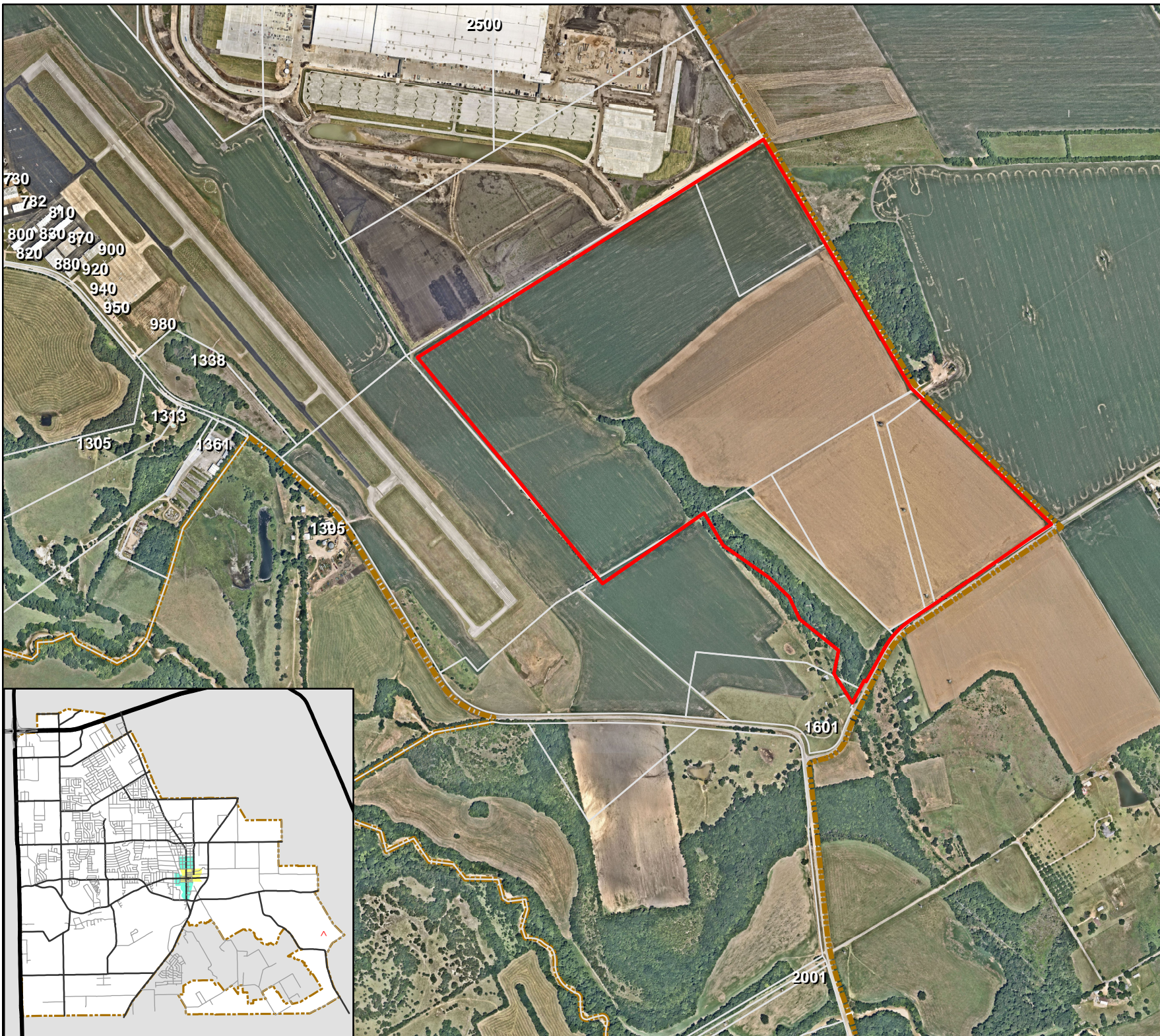


DISCLAIMER / LIMITATION OF LIABILITY
The information on this map is provided by the City of Lancaster as a public service. We are continually updating the data in order to provide the most accurate information possible. Such information is intended for reference only. The City of Lancaster does not guarantee the accuracy of the information, data or maps. All information is provided "As-Is" without warranty of any kind.



0 285 570 1,140 Feet

Date: 8/31/2022





via email

May 9, 2022

Ms. Vicki Coleman
Development Services Director
City of Lancaster
211 North Henry Street
Lancaster, Texas 75146

**Re: *Planned Development Request
Letter of Intent and Request Summary
Texas Trimodal
Lancaster, Texas***

Dear Ms. Coleman:

Thank you, Opal, and City Staff for your efforts and input thus far to advance the Texas Trimodal project in far eastern Lancaster. Following up our face to face meeting held April 25, please receive this submitted Planned Development (PD) District Application on behalf of Schlachter Realty for their 301.8 acre land holding in Lancaster's City Limits.

The intent of and purpose of the Texas Trimodal Planned Development District in Lancaster is to achieve the following:

- Support high-quality development master-planned for data center development and e-commerce facilities;
- Create a prime location for all things digital;
- Clarify and add land use categories yet to be defined in the Lancaster Development Code (LDC);
- Build upon 2008's LanPort Overlay Commerce Subdistrict Regulations to modernize specific regulations and definitions for current development needs;
- Clarify and update regulations in the LDC to avoid variance requests for the targeted development uses; and
- Create development standard consistency with the remainder of Texas Trimodal's additional 490 acres in adjoining Wilmer extraterritorial jurisdiction, Dallas County.



The supporting package consists of the following:

- Completed Planning Application and Checklist, accompanying representative contact attachment
- Review Fee – \$4,520.00 (\$1,500 flat fee plus \$10 per acre for 302 acres in Lancaster); will pay via credit card
- Context Zoning Plan (for information only)
- Proposed Planned Development District in PDF and MSWord formats with the following accompanying Exhibits:
 - Exhibit A – Legal Description
 - Exhibit B – Development Regulations
 - Exhibit C – Concept Plan
 - Exhibit D – Permitted Use Table
 - Exhibit E – Parking Requirements

As noted in the proposed PD Development Regulations, prior to building permit issuance, a PD site plan shall be approved in accordance with Article 14.1000 of the city's comprehensive zoning ordinance.

As noted in the PD application, an exception is requested to the scale for zoning exhibits given the size of the Texas Trimodal project (791.8 acres of which 301.8 acres are in Lancaster).

Please contact me with questions. We look forward to working with City Staff through this process.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read 'D. Grant', with a stylized flourish at the end.

Dan F. Grant, P.E., CFM
Senior Vice President

Cc: Opal Mauldin-Jones, City Manager
Carey Neal, Assistant City Manager
Marc Schlachter, Schlachter Realty
Misty Ventura, Shupe Ventura

K:\DAL_Civil\1064583800 - Texas Trimodal\Design\Development Standards\Lancaster\Current\TTM PD LOI 20220506.docx

Exhibit A
Metes and Bounds Description of Planned Development District

EXHIBIT

BEING 301.8 ACRES IN THE
JOHN LITTLE SURVEY, ABSTRACT NO. 768, M.H. LAVENDER SURVEY, ABSTRACT NO. 766,
E. LITTLE SURVEY, ABSTRACT NO. 787, AND THE D. GARNER SURVEY, ABSTRACT NO. 530
CITY OF LANCASTER, DALLAS COUNTY, TEXAS

BEING a tract of land situated in the John Little Survey, Abstract No. 768, the M.H. Lavender Survey, Abstract No. 766, the E. Little Survey, Abstract No. 787, and the D. Garner Survey, Abstract No. 530, City of Lancaster, Dallas County, Texas, and being all of a called 20.50 acre tract of land designated as "Tract III" in the Special Warranty Deed to Schlachter Realty, Ltd. recorded in Instrument No. 201300000170, Official Public Records, Dallas County, Texas (OPRDCT), and being a portion of a called 235.906 acre tract of land designated as "Tract No. 1" and all of a called 30.035 acre tract of land designated as "Tract No. 2" in the Special Warranty Deed With Vendor's Lien to David A. Schlachter recorded in Volume 81079, Page 1085, Deed Records, Dallas County, Texas (DRDCT), and being a portion of a called 10.17 acre tract of land described in the Warranty Deed to Dallas Power & Light Company recorded in Volume 70186, Page 1499, DRDCT, and being all of a called 22.00 acre tract of land described in the General Warranty Deed to Schlachter Realty, Ltd., recorded in Instrument No. 202200106539, OPRDCT, and being more particularly described as follows:

BEGINNING at the north corner of said 20.50 acre tract and the southeast corner of a called 244.120 acre tract of land designated as "Tract I" in a Special Warranty Deed to Walmart Fulfillment Services, LLC, recorded in Instrument No. 202100028186, Official Public Records, Dallas County, Texas, in the southwest right-of-way line of Sunrise Road (a called 50-foot wide right-of-way at this point);

THENCE with said southwest right-of-way line of Sunrise Road, the following courses and distances:

South 30°42'22" East, a distance of 2,599.89 feet;

South 45°52'04" East, a distance of 1755.96 feet to a point in Van Road (a variable width prescriptive right-of-way);

THENCE with said Van Road, the following courses and distances:

South 56°34'56" West, a distance of 177.59 feet;

South 55°24'26" West, a distance of 810.78 feet;

South 55°58'38" West, a distance of 544.46 feet to a point for corner at the beginning of a non-tangent curve to the left with a radius of 746.80 feet, a central angle of 27°52'55", and a chord bearing and distance of South 42°02'59" West, 359.84 feet;

In a southwesterly direction, with said non-tangent curve to the left, an arc distance of 363.42 feet to a point for corner;

South 28°32'05" West, a distance of 324.40 feet to a point for corner;

NOTE: Description continued on Sheet 2.

Kimley»Horn

13455 Noel Road, Two Galleria Office
Tower, Suite 700, Dallas, Texas 75340 FIRM # 10115600 Tel. No. (972) 770-1300
Fax No. (972) 239-3600

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	MDW	CDB	May 2022	064563800	1 OF 3

BARTOSH, CRAIG 5/4/2022 9:29 AM K:\DAL_SURVEY\064563800-TEXAS TRIMODAL.DWG 064563800-TEXAS TRIMODAL_TAC22_WESTSUNRISE_EXT1 REV 20220502.DWG

EXHIBIT

BEING 301.8 ACRES IN THE
JOHN LITTLE SURVEY, ABSTRACT NO. 788, M.H. LAVENDER SURVEY, ABSTRACT NO. 786,
E. LITTLE SURVEY, ABSTRACT NO. 787, AND THE D. GARNER SURVEY, ABSTRACT NO. 530
CITY OF LANCASTER, DALLAS COUNTY, TEXAS

North 61°27'55" West, a distance of 20.00 feet to a point for corner;

South 28°23'38" West, a distance of 228.85 feet to a point for corner at the southwest corner of said 22.00 acre tract;

THENCE in a northerly direction with the west line of said 22.00 acre tract the following courses and distances:

North 31°55'45" West, a distance of 309.86 feet to a point for corner;

North 11°04'08" East, a distance of 212.22 feet to a point for corner;

North 51°15'58" West, a distance of 447.83 feet to a point for corner;

North 25°12'58" West, a distance of 222.23 feet to a point for corner;

North 46°23'47" West, a distance of 257.36 feet to a point for corner;

North 54°50'09" West, a distance of 498.86 feet to a point for corner;

North 30°27'21" West, a distance of 336.15 feet to a point at the northwest corner of said 22.00 acre tract, same being in a southeasterly line of said 235.906 acre tract, and being in the north line of a called 79.777 acre tract of land described in a Warranty Deed to Jim Tom Roddy, recorded in Instrument No. 201300208637, OPRDCT;

THENCE South 59°11'30" West, with the north line of said 79.777 acre tract and a southeasterly line of said 235.906 acre tract, a distance of 1,112.06 feet to a point at the most easterly southeast corner of Lot 1, Block A, Lancaster Airport Addition, an addition to the City of Lancaster according to the plat thereof recorded in Volume 97173, Page 5860, DRDCT::

THENCE North 40°39'16" West, along a northeasterly line of said Lot 1, Block A, a distance of 2,625.87 feet to the west corner of said 235.906 acre tract and the southwest corner of said 244.120 acre tract;

THENCE North 58°49'44" East, with the southeast line of said 244.120 acre tract, a distance of 3,738.77 feet to the **POINT OF BEGINNING** and containing 301.8 acres of land, more or less.

BEARING BASIS: Bearings shown are based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

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.

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

Kimley»Horn

13455 Noel Road, Two Galleria Office Tower, Suite 700, Dallas, Texas 75240 FIRM # 10115500 Tel. No. (972) 775-1300 Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	MDW	CDG	May 2022	064583800	2 OF 3

BARTOSH, CRAIG 5/4/2022 9:29 AM K:\DAL_SURVEY\064583800-TEXAS TRIMODAL\DWG\064583800-TEXAS TRIMODAL_TAC22_WESTSUNRISE_EX1 REV 20220502.DWG

EXHIBIT

BEING 301.8 ACRES IN THE
JOHN LITTLE SURVEY, ABSTRACT NO. 788, M.H. LAVENDER SURVEY, ABSTRACT NO. 768,
E. LITTLE SURVEY, ABSTRACT NO. 787, AND THE D. GARNER SURVEY, ABSTRACT NO. 530
CITY OF LANCASTER, DALLAS COUNTY, TEXAS

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	27°52'55"	746.80'	363.42'	S42°02'59"W	359.84'

LINE TABLE		
NO.	BEARING	LENGTH
L1	S30°42'22"E	2599.89'
L2	S45°52'04"E	1755.96'
L3	S55°34'56"W	177.59'
L4	S55°24'26"W	810.78'
L5	S55°58'38"W	544.46'
L6	S28°32'05"W	324.40'
L7	N61°27'55"W	20.00'
L8	S28°23'38"W	228.85'
L9	N31°55'45"W	309.86'
L10	N11°04'08"E	212.22'
L11	N51°15'58"W	447.83'
L12	N25°12'58"W	222.23'
L13	N46°23'47"W	257.36'
L14	N54°50'09"W	498.86'
L15	N30°27'21"W	336.15'
L16	S59°11'30"W	1112.06'
L17	N40°39'16"W	2625.87'
L18	N58°49'44"E	3738.77'

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
A-768 = ABSTRACT NO. (TYPICAL)

CALLLED 244.120 ACRES
WALMART FULFILLMENT SERVICES, LLC
(TRACT I)
INST. NO. 202100028186
O.P.R.D.C.T.

CALLLED 20.50 ACRES
SCHLACHTER REALTY, LTD.
(TRACT III)
INST. NO. 201300000170
O.P.R.D.C.T.

301.8 ACRES

REMAINDER OF A
CALLLED 235.906 ACRES
DAVID A. SCHLACHTER
(TRACT I)
VOL. 81079 PG. 1085
D.R.D.C.T.

M.H. LAVENDER
SURVEY A-766

CALLLED 30.035 ACRES
DAVID SCHLACHTER
(TRACT 2)
VOL. 81079 PG. 1085
D.R.D.C.T.

LOT 1 BLOCK A
LANCASTER AIRPORT ADDITION
VOL. 9773 PG. 3888
D.R.D.C.T.

APPROXIMATE
LOCATION
SURVEY LINE
D. GARNER
SURVEY A-530

CALLLED 22.0 ACRES
SCHLACHTER REALTY, LTD.
INST. NO. 202200106539
O.P.R.D.C.T.

J. LITTLE
SURVEY A-768

M.W. SPENCER
SURVEY A-1287
APPROXIMATE
LOCATION
SURVEY LINE

J. LITTLE
SURVEY A-768

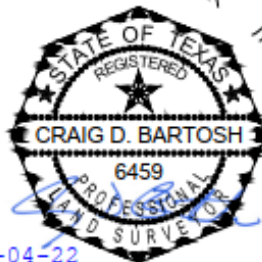
E. LITTLE
SURVEY A-787

CALLLED 10.17 ACRES
DALLAS POWER & LIGHT CO.
VOL. 70186 PG. 1499
D.R.D.C.T.

NOTE: 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.

CRAIG D. BARTOSH
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6459
craig.bartosh@kimley-horn.com



Kimley»Horn

13455 Noel Road, Two Galleria Office
Tower, Suite 700, Dallas, Texas 75240 FIRM # 10115500 Tel. No. (972) 770-1300
Fax No. (972) 239-3520

Scale 1" = 1000'	Drawn by BUE/MRW	Checked by CDB	Date May 2022	Project No. 064583800	Sheet No. 3 OF 3
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Exhibit B
Development Regulations

SECTION 1. STATEMENT OF INTENT AND PURPOSE.

The intent of and purpose of the Texas Trimodal Planned Development District in Lancaster is to achieve the following:

- Support high-quality development master-planned for data center, e-commerce, and airport utilizing development;
- Add and define land use categories yet to be defined in the Lancaster Development Code (LDC);
- Build upon 2008's LanPort Overlay Commerce Subdistrict Regulations to modernize specific regulations and definitions for current development needs;
- Create development standard consistency with the remainder of Texas Trimodal's additional 490 acres in adjoining Dallas County.

Texas Trimodal is a 791.8-acre master planned world class business community located in the heart of southern Dallas County positioned to attract and retain data center, e-commerce, and related logistics uses.

SECTION 2. DEFINITIONS.

For purposes of this **Exhibit B**, the terms defined in this Section 2 shall have the meanings ascribed to them by this section, and if they are not defined in this section, they shall have their ordinary and customary meanings.

- (a) CONCEPT PLAN means the concept plan attached as **Exhibit C**.
- (b) DATA CENTER means a facility containing equipment for remote storage, processing, or distribution of large amounts of data, cryptocurrency, or similar medium. This includes equipment for telecommunication switching, routers, operation centers, and other infrastructure critical for e-commerce companies, internet servers, data firms, fiberoptic cable, and other technology providers.
- (c) DEVELOPMENT REGULATIONS means the PD Development Regulations set forth in this **Exhibit B**.
- (d) DISTRICT means the Texas Trimodal Planned Development District encompassing the Property.
- (e) ELECTRICAL SUBSTATION means an accessory use where high-voltage electricity from power plants is converted to lower-voltage electricity to serve one or more separate main uses in the same development. Electric substation uses will be limited to no more than five percent of the Property.
- (f) PROPERTY means the property described on **Exhibit A**.

SECTION 3. APPLICABLE REGULATIONS; PD CONCEPT PLAN; PD SITE PLAN; TRAFFIC IMPACT ANALYSIS DEFERRAL; MASTER THOROUGHFARE PLAN AMENDMENT. Any and all public improvements to infrastructure will be captured at the time of platting.

Development and use of the Property shall comply with the provisions of the Lancaster Development Code (LDC) applicable to property located in the LanPort Overlay Commerce Subdistrict and this PD ordinance, and in the event of a conflict between the two, this PD ordinance shall control. Development of the Property shall generally conform to the concept plan attached as Exhibit C. Prior to building permit issuance, a PD site plan shall be approved in accordance with Article 14.1000 of the city's comprehensive zoning ordinance. A PD site plan shall be approved if it demonstrates compliance with applicable city regulations.

The variability of development footprints and phasing associated with the allowed uses requires that detailed site planning be deferred to the PD Site Plan step. Major capital improvements to support development as it occurs will be consistent with the infrastructure demand associated with that development phase. Preliminary Drainage and Utility Studies, or Traffic Impact Analyses may be required at the PD Site Plan step as directed by City Staff. Sites greater than 10 acres will require PD Site Plan approval by the Planning and Zoning Commission.

SECTION 4. PRIMARY USES PERMITTED.

See the permitted use table on Exhibit D for uses permitted on the Property. In addition, all accessory uses are permitted by right as set forth in section 5 below, as well as all temporary uses related to construction and development, including, but not limited to, the following uses on a temporary basis: construction yards, construction trailers, sales offices, leasing offices, portable buildings, and asphalt or concrete batch plants. More than one primary use is permitted on a lot, and any permitted primary use may also be operated as an accessory use. Temporary uses will require a building permit.

SECTION 5. ACCESSORY USES.

All accessory uses are permitted, including, but not limited to, those listed in Exhibit D as Accessory Uses.

SECTION 6. DIMENSIONAL STANDARDS.

- (a) The maximum lot coverage, measured as the building footprint, shall be 80 percent. Maximum building coverage within a single lot shall be 50 percent.
- (b) The minimum lot width shall be 50 feet, as measured at the required front building setback line. There is no minimum lot depth requirement.
- (c) The minimum building setback shall be 25 feet from all platted lot lines adjacent to a public street right-of-way and 15 feet from all other platted lot lines.

- (d) The maximum building height is 110 feet above adjacent constructed grade, except that buildings may be restricted by the Federal Aviation Administration (FAA) regulations.
- (e) This Section 6 shall contain the exclusive yard, lot and space regulations, and no other lot size, lot coverage, building height, building size, building setback or other setback regulations shall apply. Except as stated in this Section 6, there shall be no maximum floor area ratio regulations or other type of regulation limiting the size of a building.

SECTION 7. OFF-STREET PARKING.

See **Exhibit E** for the exclusive off-street parking requirements applicable to the Property. Designated loading spaces shall not be required.

SECTION 8. SCREENING; OUTDOOR STORAGE.

- (a) Any loading dock located partially or wholly within 100 feet of the perimeter of the Property shall be screened from off-site view by any combination of earthen berms, evergreen shrubs or trees, and or solid screening walls or fences. The required screening shall be a minimum of six feet in height as measured from the adjacent grade at the base of the dock; landscaping height is measured at planting maturity. For purposes of this Subsection 9(a), a loading dock is a recessed bay in a building or a raised platform attached to a building where loading or unloading occurs.
- (b) All outdoor storage shall be limited to 30 percent of the lot area and shall be screened by a concrete wall, masonry wall, a berm, landscaping, or any combination of these materials that creates a minimum six foot tall opaque screen. For purposes of this provision, a masonry wall is any wall that is constructed of brick, stone, architectural cast-stone, 3-stage stucco or split-face concrete masonry unit construction.
- (c) Except as otherwise provided in this paragraph, all mechanical equipment, whether roof-mounted or ground-mounted, shall be fully screened from view from all public streets and from residential parcels around the perimeter of the Property by any combination of earthen berms, evergreen shrubs or trees, and or solid screening walls or fences.
- (d) All outdoor activities required for repurposing facilities and all outdoor storage of raw materials or component parts associated with a primary use shall be fully screened from view from all public streets and from residential parcels around the perimeter of the Property by any combination of earthen berms, evergreen shrubs or trees, and or solid screening walls or fences. The required screening shall be a minimum of six feet in height. Materials shall not be stacked, piled or stored higher than permitted by the City's Fire Code.
- (e) This Section 8 shall contain the sole and exclusive screening and outdoor storage requirements applicable to the Property.

SECTION 9. BUILDING ELEVATIONS.

Exterior construction materials for all building facades facing a public or private street, and for any building façade that is 20% or more visible from a street (as measured by line-of-sight plans for elevations that are not oriented perpendicular to a street) shall be of traditional masonry (i.e.,

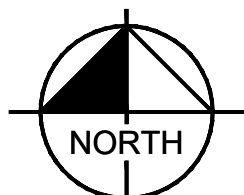
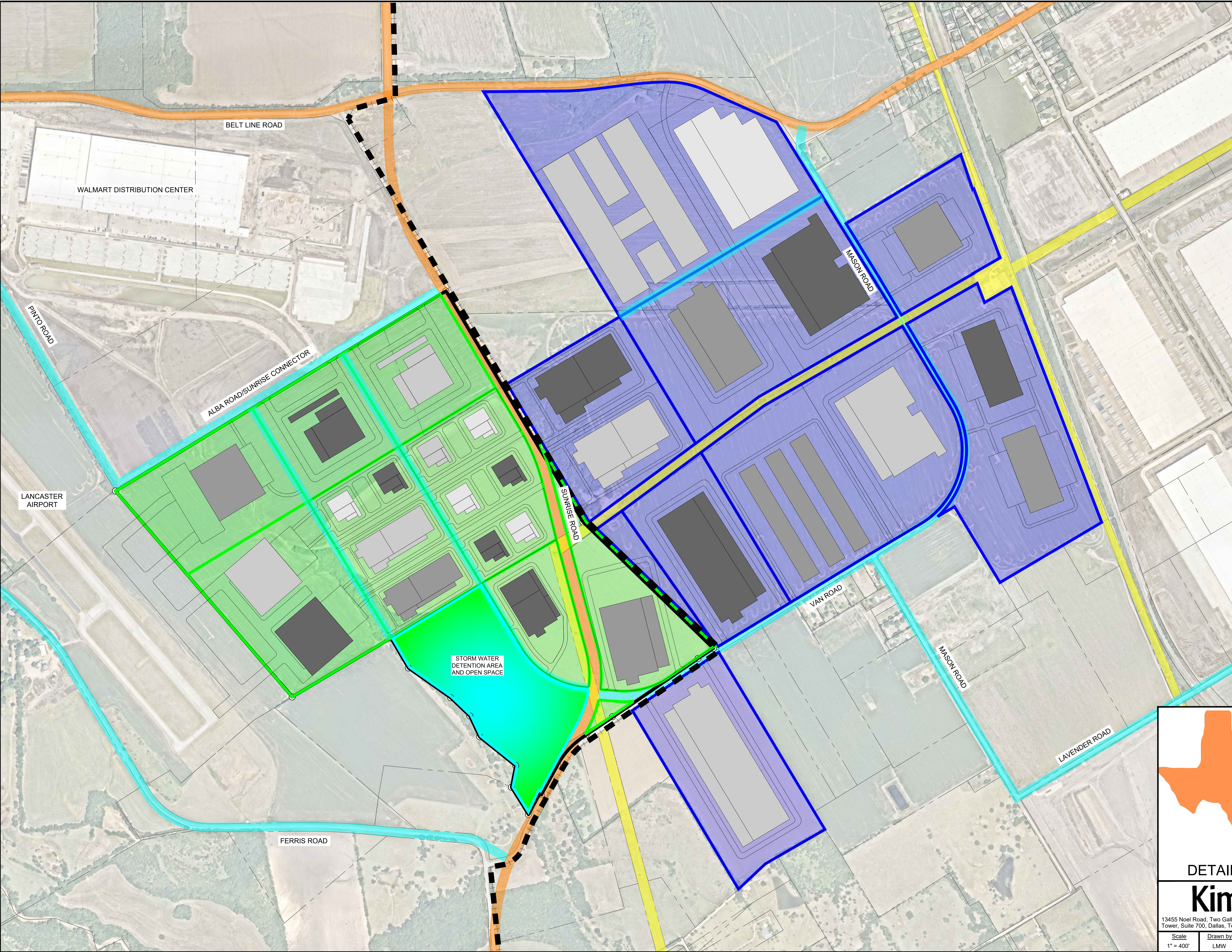
brick, stone, architectural cast-stone, concrete block, or similar materials), concrete tilt wall, pre-cast concrete panels, and 3-stage stucco. The use of metal as an exterior construction material is permitted for any building façade that is less than 20% visible from a public or private street. Building articulation requirements are to follow the LanPort Overlay Commerce Subdistrict Section C. This Section 10 shall contain the sole and exclusive exterior building material requirements applicable to the Property.

SECTION 10. ADDITIONAL PROVISIONS.

- (a) Sidewalks on internal private roadways shall not be required. One pedestrian connection to public right of way per development lot is required.
- (b) Security gates, with City-approved Knox locks (or other acceptable provision for emergency access), and guard structures are permitted on each lot, but not required. No security gate or fence shall be required around the perimeter of the Property.
- (c) A minimum of 20% of the Property shall be maintained (per each development tract) as open space coincident with landscape area as defined in Sec. 14.804(b)(1)(A) of the LDC.
- (d) Property within the PD limits and within 100-year mapped FEMA Floodplain may be reclaimed subject to the City Stormwater Ordinance in effect on the date of the adoption of this Ordinance and FEMA regulations. Tree preservation is subject to Article 14.900 of the LDC, and tree removal is allowed to reclaim floodplain, construct stormwater detention facilities, or otherwise facilitate development.
- (e) Pole signs are prohibited within the PD Limits.
- (f) Landscaping requirements are modified as follows:
 - a. Landscaping, screening, and tree protection will defer to the Lancaster Development Code as outlined.
 - b. Preserved trees within the stormwater detention facility as documented by a Tree Survey acceptable to the City Arborist count toward the requirement of 1 tree per 5,000 SF of dry land.

- b. Preserved trees within the stormwater detention facility as documented by a Tree Survey acceptable to the City Arborist count toward the requirement of 1 tree per 5,000 SF of dry land.

Exhibit C
Concept Plan



GRAPHIC SCALE IN FEET
0 200 400 800
1" = 400' @ 24"x36"

LEGEND

- LOT LINE
- ETJ LIMIT
- TDD CITY OF LANCASTER
- TDD WILMER ETJ
- MAJOR THOROUGHFARE
- ONCOR TRANSMISSION CORRIDOR
- MINOR THOROUGHFARE

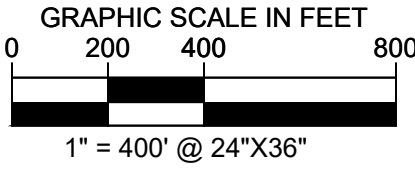
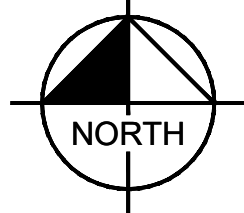
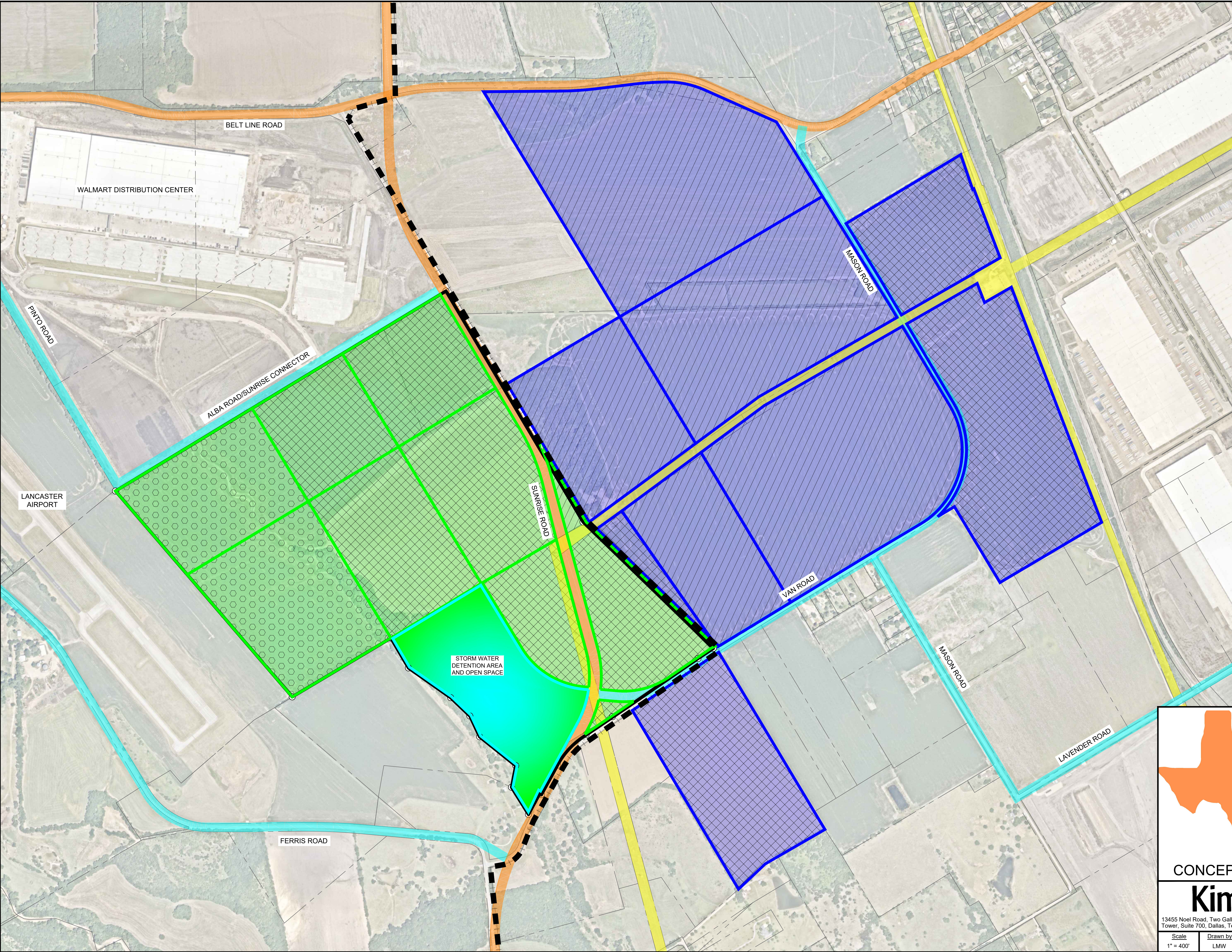


DETAILED LAND USE PLAN

Kimley»Horn

13455 Noel Road, Two Galleria Office
Tower, Suite 700, Dallas, Texas 75240 FIRM # 10115500 Tel. No. (972) 770-1300
Fax No. (972) 239-3629

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 400'	LMW	DFG	OCTOBER 2022	064583800	1 OF 1



LEGEND

- LOT LINE
- - - - - ETJ LIMIT
- TDD CITY OF LANCASTER
- TDD WILMER ETJ
- MAJOR THOROUGHFARE
- ONCOR TRANSMISSION CORRIDOR
- MINOR THOROUGHFARE
- HYPERSCALE DATA CENTER
- FLEX USE - ADVANCED LOGISTICS/ DATA CENTER/ COLD STORAGE
- AVIATION - ADVANCED LOGISTICS



CONCEPTUAL LAND USE PLAN

Kimley»Horn

13455 Noel Road, Two Galleria Office Tower, Suite 700, Dallas, Texas 75240 FIRM # 10115500 Tel. No. (972) 770-1300 Fax No. (972) 239-3620

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 400'	LMW	DFG	OCTOBER 2022	064583800	1 OF 1

Exhibit D
Permitted Use Table

Rural & Animal-Related	(P = permitted by right) (+ = permitted with conditions) (S = SUP)
Agricultural Uses on Un-Platted Land	P
Institutional & Community Service	
Church/House of Worship+	P
School (Public or Private)	P
College, University, or Seminary	P
Emergency Ambulance Services, Ground	P
Government Facility	P
Hospital	S
Library, Art Gallery or Museum (Public)	P
Temporary Educational Building+	P
Office & Professional	
Bank, Savings and Loan, Credit Union or similar Financial Institution with Drive-Through+	P
Bank, Savings and Loan, Credit Union or similar Financial Institution without Drive-Through	P
Office, General	P
Office Building, less than 5,000 square feet	P
Office Building, 5,000 square feet or more	P
Retail & Personal Services	
Copy Center	P
Real Estate Sales Office, On-site, Temporary+	P
Rental Store, without Outside Storage and Display	P
Restaurant, Less than 2,000 Square Feet, with Drive-Thru+	P
Restaurant, Less than 2,000 Square Feet, without Drive-Thru	P
Restaurant, 2000 Square Feet or more, with Drive-Thru+	P
Restaurant, 2000 Square Feet or more, without Drive-Thru	P
Retail store with gasoline product sales limited to 2 fuel dispensers and 4 vehicles	P
Commercial & Business Services	

Building & Landscape Material with Outside Storage+	P
Building Maintenance, Service & Sales with Outside Storage+	P
Building Maintenance, Service & Sales without Outside Storage	P
Custom & Craft Work	P
Feed Store, Ranch Supply	P
Food Processing	P
Furniture Upholstery, Refinishing or Resale	P
Heavy Machinery & Equipment (Rental, Sales & Service)	P
Locksmith	P
Machine Shop	P
Manufactured Building/Housing Sales	P
Medical or Scientific Research Lab	P
Research and Technology	P
Trade School	P
Temporary On-site Construction Office+	P
Auto & Marine-Related	
Automobile Auction	P
Car Wash/Auto Detail+ (Accessory Use Only)	P
Service Station+ (Accessory Use Only)	P
Industrial & Manufacturing	
Asphalt or Concrete Batch Plant, Temporary+	P
Bottle Works, Milk or Soft Drinks	P
Brewery, Distillery or Winery (Excluding Brew Pub)	P
Food Processing (No Slaughtering)	P
Light Assembly & Fabrication	P
Manufacturing, Light	P
Metal Plating, Electro Plating	P
Monument Works, Stone and Metal	P
Portable Building (permanent)	S
Printing & Publishing	P
Salvage or Reclamation of Products (Indoors)	P
Sheet Metal Shop	P
Tool, Dye, Gauge and Machine Shop	S
Welding Repair	P
Wholesale, Distribution & Storage	
Cold Storage Plant	P

Heavy Construction Trade Yard (W/ No Outside Storage)	P
Mini-warehouse+	P
Outside Storage+	P
Warehouse/ Distribution Center	P
Wholesale Showroom Facility	P
Utilities, Communications & Transportation	
Airport, Heliport or Landing Field	S
Bus Service Facility	P
Telephone Switching Station	P
Data Center	P
Electrical Substation (Accessory Use Only)	Accessory
Utility Shop and Storage	P
Helipad	S
Utilities (Non-Municipally owned or Controlled), including Water Treatment, and Supply, and Wastewater Treatment	P
Radio Broadcasting	P
Railroad Yard or Shop	S
TV Broadcasting & Other Communication Service	P
Wireless Communication Tower	P

Uses with a “+” will defer to the Lancaster Development Code Use Standard Conditions.

Exhibit E
Parking requirements

Rural & Animal Related	Minimum Parking Requirement¹
Agricultural Uses on Un-Platted Land	No Requirement if 25 acres or more
Institutional & Community Service	Minimum Parking Requirement
Church/House of Worship	1 for each 3 seats in the sanctuary or auditorium
School (Public or Private)	1 for each student (vocational); 1 per each 20 students (all other)
College, University or Seminary	1 for each 4 day student
Emergency Ambulance Services, Ground	1 for each 300 square feet or 1 for each 750 square feet of site area whichever is less
Government Facility	1 for each 300 square feet
Hospital	1 for each bed, or as determined by the Director of Planning
Library, Art Gallery or Museum (Public)	1 for each 500 square feet of public area
Temporary Educational Building	1 for each 4 day student
Office & Professional	Minimum Parking Requirement
Bank, Savings and Loan, Credit Union or similar Financial Institution with Drive-Through	1 for each 300 square feet
Bank, Savings and Loan, Credit Union or similar Financial Institution without Drive-Through	1 for each 300 square feet
Office, General	1 for each 300 square feet
Office Building, less than 5,000 square feet	1 for each 300 square feet
Office Building, 5,000 square feet or more	1 for each 300 square feet
Retail & Personal Services	Minimum Parking Requirement
Copy Center	1 for each 300 square feet
Real Estate Sales Office, On-site, Temporary	1 for each 300 square feet
Rental Store without Outside Storage and Display	1 for each 300 square feet
Restaurant, Less than 2,000 Square Feet, with Drive-Thru	1 for each 300 square feet or 4 seats, whichever is lesser

¹ All references to square footage are to indoor air conditioned floor area unless otherwise noted.

Restaurant, Less than 2,000 Square Feet, without Drive-Thru	1 for each 300 square feet or 4 seats, whichever is lesser
Restaurant, 2000 Square Feet or more, with Drive-Thru	1 for each 300 square feet or 4 seats, whichever is lesser
Restaurant, 2000 Square Feet or more, without Drive-Thru	1 for each 300 square feet or 4 seats, whichever is lesser
Retail store with gasoline product sales limited to 2 fuel dispensers and 4 vehicles	1 for each 300 square feet
Commercial & Business Services	Minimum Parking Requirement
Building & Landscape Material with Outside Storage	1 for each 300 square feet,
Building Maintenance, Service & Sales with Outside Storage	1 for each 300 square feet,
Building Maintenance, Service & Sales without Outside Storage	1 for each 300 square feet,
Custom & Craft Work	1 for each 1000 square feet
Feed Store, Ranch Supply	1 for each 500 square feet
Food Processing	1 for each 1000 square feet or 0.75 for each employee on largest shift, whichever is greater
Furniture Upholstery, Refinishing or Resale	1 for each 1000 square feet
Heavy Machinery & Equipment (Rental, Sales & Service)	1 for each 1000 square feet
Locksmith	1 for each 300 s.f
Machine Shop	1 for each 1000 square feet
Manufactured Building/Housing Sales	1 for every 500 square feet of office space
Medical or Scientific Research Lab	1 for each 500 square feet or 1 for each employee, whichever is greater
Research and Technology	1 for each 500 square feet or 1 for each employee, whichever is greater
Trade School	1 for each 20 square feet of classroom seating area
Temporary On-site Construction Office	2 spaces
Auto & Marine-Related	Minimum Parking Requirement
Automobile Auction	1 for every 2,000 of interior floor sales area
Car Wash/Auto Detail (Accessory Use Only)	2 for each Service Bay (Service Bay is not a parking spot)
Service Station	1 for each 300 square feet
Industrial & Manufacturing	Minimum Parking Requirement
Asphalt or Concrete Batch Plant, Temporary	2
Bottle Works, Milk or Soft Drinks	1 for each 500 square feet or 0.75 for each employee

	on largest shift, whichever is greater
Brewery, Distillery or Winery (Excluding Brew Pub)	1 for each 500 square feet or 0.75 for each employee on largest shift, whichever is greater
Food Processing (No Slaughtering)	1 for each 500 square feet
Light Assembly & Fabrication	1 for each 500 square feet or 0.75 for each employee on largest shift, whichever is greater
Manufacturing, Light	1 for each 500 square feet or 0.75 for each employee on largest shift, whichever is greater
Metal Plating, Electro Plating	1 for each 500 square feet or 1 for 2 employees whichever is greater
Monument Works, Stone and Metal	1 for each 500 square feet or 1 for 2 employees whichever is greater
Printing & Publishing	1 for each 500 square feet or 1 for 2 employees whichever is greater
Salvage or Reclamation of Products (Indoors)	1 for each 1000 square feet
Sheet Metal Shop	1 for each 500 square feet or 1 for 2 employees whichever is greater
Tool, Dye, Gauge and Machine Shop	1 for each 500 square feet or 1 for 2 employees whichever is greater
Welding Repair	1 for each 500 square feet or 1 for 2 employees whichever is greater
Wholesale, Distribution & Storage	Minimum Parking Requirement
Cold Storage Plant	1 for every 2000 square feet or 1 for each 2 employees for warehouse space, whichever is lesser; office use space may be calculated separately; requirement may be modified by Director of Planning or designee with occupier study of parking requirements based on employee shift count or similar
Heavy Construction Trade Yard	5
Mini-warehouse	3 spaces plus 1 for each 100 units
Outside Storage	None
Warehouse/ Distribution Center	1 for every 2000 square feet or 1 for each 2 employees for warehouse space, whichever is lesser; office use space may be calculated separately; requirement may be modified by Director of Planning or designee with occupier study of parking requirements based on employee shift count or similar
Wholesale Showroom Facility	1 for every 2000 square feet or 1 for each 2 employees for warehouse space, whichever is lesser; office use space may be calculated separately;

	requirement may be modified by Director of Planning or designee with occupier study of parking requirements based on employee shift count or similar
Utilities, Communications & Transportation	Minimum Parking Requirement
Airport, Heliport or Landing Field	5 spaces for Commercial, 3 spaces for Non-Commercial
Bus Service Facility	5 spaces
Data Center	1 space for every 3,000 square feet of first floor employee accessible building area or 1 space for every 2 employees, whichever is lesser; requirement may be modified by Director of Planning or designee with occupier study of parking requirements based on employee shift count or similar
Electrical Substation (Accessory Use Only)	1 space
Utility Shop and Storage	1 space for 2000 square feet of site area
Helipad	5 spaces for Commercial, 3 spaces for Non-Commercial
Utilities (Non-Municipally owned or Controlled), including Sanitary Landfill, Water Treatment, and Supply, and Wastewater Treatment	None
Radio Broadcasting	1 for each 1000 square feet
Railroad Yard or Shop	3
Telephone Switching Station	1 space
TV Broadcasting & Other Communication Service	1 for each 1000 square feet
Wireless Communication Tower	1 space

Exhibit E
Parking requirements

Rural & Animal Related	Minimum Parking Requirement¹
Agricultural Uses on Un-Platted Land	No Requirement if 25 acres or more
Institutional & Community Service	Minimum Parking Requirement
Church/House of Worship	1 for each 3 seats in the sanctuary or auditorium
School (Public or Private)	1 for each student (vocational); 1 per each 20 students (all other)
College, University or Seminary	1 for each 4 day student
Emergency Ambulance Services, Ground	1 for each 300 square feet or 1 for each 750 square feet of site area whichever is less
Government Facility	1 for each 300 square feet
Hospital	1 for each bed, or as determined by the Director of Planning
Library, Art Gallery or Museum (Public)	1 for each 500 square feet of public area
Temporary Educational Building	1 for each 4 day student
Office & Professional	Minimum Parking Requirement
Bank, Savings and Loan, Credit Union or similar Financial Institution with Drive-Through	1 for each 300 square feet
Bank, Savings and Loan, Credit Union or similar Financial Institution without Drive-Through	1 for each 300 square feet
Office, General	1 for each 300 square feet
Office Building, less than 5,000 square feet	1 for each 300 square feet
Office Building, 5,000 square feet or more	1 for each 300 square feet
Retail & Personal Services	Minimum Parking Requirement
Copy Center	1 for each 300 square feet
Real Estate Sales Office, On-site, Temporary	1 for each 300 square feet
Rental Store without Outside Storage and Display	1 for each 300 square feet
Restaurant, Less than 2,000 Square Feet, with Drive-Thru	1 for each 300 square feet or 4 seats, whichever is lesser

¹ All references to square footage are to indoor air conditioned floor area unless otherwise noted.

Restaurant, Less than 2,000 Square Feet, without Drive-Thru	1 for each 300 square feet or 4 seats, whichever is lesser
Restaurant, 2000 Square Feet or more, with Drive-Thru	1 for each 300 square feet or 4 seats, whichever is lesser
Restaurant, 2000 Square Feet or more, without Drive-Thru	1 for each 300 square feet or 4 seats, whichever is lesser
Retail store with gasoline product sales limited to 2 fuel dispensers and 4 vehicles	1 for each 300 square feet
Commercial & Business Services	Minimum Parking Requirement
Building & Landscape Material with Outside Storage	1 for each 300 square feet,
Building Maintenance, Service & Sales with Outside Storage	1 for each 300 square feet,
Building Maintenance, Service & Sales without Outside Storage	1 for each 300 square feet,
Custom & Craft Work	1 for each 1000 square feet
Feed Store, Ranch Supply	1 for each 500 square feet
Food Processing	1 for each 1000 square feet or 0.75 for each employee on largest shift, whichever is greater
Furniture Upholstery, Refinishing or Resale	1 for each 1000 square feet
Heavy Machinery & Equipment (Rental, Sales & Service)	1 for each 1000 square feet
Locksmith	1 for each 300 s.f
Machine Shop	1 for each 1000 square feet
Manufactured Building/Housing Sales	1 for every 500 square feet of office space
Medical or Scientific Research Lab	1 for each 500 square feet or 1 for each employee, whichever is greater
Research and Technology	1 for each 500 square feet or 1 for each employee, whichever is greater
Trade School	1 for each 20 square feet of classroom seating area
Temporary On-site Construction Office	2 spaces
Auto & Marine-Related	Minimum Parking Requirement
Automobile Auction	1 for every 2,000 of interior floor sales area
Car Wash/Auto Detail (Accessory Use Only)	2 for each Service Bay (Service Bay is not a parking spot)
Service Station	1 for each 300 square feet
Industrial & Manufacturing	Minimum Parking Requirement
Asphalt or Concrete Batch Plant, Temporary	2
Bottle Works, Milk or Soft Drinks	1 for each 500 square feet or 0.75 for each employee

	on largest shift, whichever is greater
Brewery, Distillery or Winery (Excluding Brew Pub)	1 for each 500 square feet or 0.75 for each employee on largest shift, whichever is greater
Food Processing (No Slaughtering)	1 for each 500 square feet
Light Assembly & Fabrication	1 for each 500 square feet or 0.75 for each employee on largest shift, whichever is greater
Manufacturing, Light	1 for each 500 square feet or 0.75 for each employee on largest shift, whichever is greater
Metal Plating, Electro Plating	1 for each 500 square feet or 1 for 2 employees whichever is greater
Monument Works, Stone and Metal	1 for each 500 square feet or 1 for 2 employees whichever is greater
Printing & Publishing	1 for each 500 square feet or 1 for 2 employees whichever is greater
Salvage or Reclamation of Products (Indoors)	1 for each 1000 square feet
Sheet Metal Shop	1 for each 500 square feet or 1 for 2 employees whichever is greater
Tool, Dye, Gauge and Machine Shop	1 for each 500 square feet or 1 for 2 employees whichever is greater
Welding Repair	1 for each 500 square feet or 1 for 2 employees whichever is greater
Wholesale, Distribution & Storage	Minimum Parking Requirement
Cold Storage Plant	1 for every 2000 square feet or 1 for each 2 employees for warehouse space, whichever is lesser; office use space may be calculated separately; requirement may be modified by Director of Planning or designee with occupier study of parking requirements based on employee shift count or similar
Heavy Construction Trade Yard	5
Mini-warehouse	3 spaces plus 1 for each 100 units
Outside Storage	None
Warehouse/ Distribution Center	1 for every 2000 square feet or 1 for each 2 employees for warehouse space, whichever is lesser; office use space may be calculated separately; requirement may be modified by Director of Planning or designee with occupier study of parking requirements based on employee shift count or similar
Wholesale Showroom Facility	1 for every 2000 square feet or 1 for each 2 employees for warehouse space, whichever is lesser; office use space may be calculated separately;

	requirement may be modified by Director of Planning or designee with occupier study of parking requirements based on employee shift count or similar
Utilities, Communications & Transportation	Minimum Parking Requirement
Airport, Heliport or Landing Field	5 spaces for Commercial, 3 spaces for Non-Commercial
Bus Service Facility	5 spaces
Data Center	1 space for every 3,000 square feet of first floor employee accessible building area or 1 space for every 2 employees, whichever is lesser; requirement may be modified by Director of Planning or designee with occupier study of parking requirements based on employee shift count or similar
Electrical Substation (Accessory Use Only)	1 space
Utility Shop and Storage	1 space for 2000 square feet of site area
Helipad	5 spaces for Commercial, 3 spaces for Non-Commercial
Utilities (Non-Municipally owned or Controlled), including Sanitary Landfill, Water Treatment, and Supply, and Wastewater Treatment	None
Radio Broadcasting	1 for each 1000 square feet
Railroad Yard or Shop	3
Telephone Switching Station	1 space
TV Broadcasting & Other Communication Service	1 for each 1000 square feet
Wireless Communication Tower	1 space

Z22-09 Texas Trimodal Proposed Land Use Chart

	Proposed PD Use Chart	Lanport Overlay Land Use Chart
Rural & Animal-Related	(P = permitted by right) (+ = permitted with conditions) (S = SUP)	(P = permitted by right) (S = SUP) (Blank Not Permitted)
Agricultural Uses on Un-Platted Land	P	P
Institutional & Community Service		
Church/House of Worship+	P	Use not listed
School (Public or Private)	P	Use not listed
College, University, or Seminary	P	
Emergency Ambulance Services, Ground	P	P
Government Facility	P	P
Hospital	S	Use not listed
Library, Art Gallery or Museum (Public)	P	
Temporary Educational Building+	P	Use not listed
Office & Professional		
Bank, Savings and Loan, Credit Union or similar Financial Institution with Drive-Through+	P	
Bank, Savings and Loan, Credit Union or similar Financial Institution without Drive-Through	P	
Office, General	P	Use not listed

Z22-09 Texas Trimodal Proposed Land Use Chart

Office Building, less than 5,000 square feet	P	
Office Building, 5,000 square feet or more	P	P
Retail & Personal Services		
Copy Center	P	P
Real Estate Sales Office, On-site, Temporary+	P	Use not listed
Rental Store, without Outside Storage and Display	P	
Restaurant, Less than 2,000 Square Feet, with Drive-Thru+	P	
Restaurant, Less than 2,000 Square Feet, without Drive-Thru	P	P
Restaurant, 2000 Square Feet or more, with Drive-Thru+	P	P
Restaurant, 2000 Square Feet or more, without Drive-Thru	P	
Retail store with gasoline product sales limited to 2 fuel dispensers and 4 vehicles	P	P
Commercial & Business Services		
Building & Landscape Material with Outside Storage+	P	
Building Maintenance, Service & Sales with Outside Storage+	P	P
Building Maintenance, Service & Sales without Outside Storage	P	Use not listed
Custom & Craft Work	P	Use not listed
Feed Store, Ranch Supply	P	
Food Processing	P	P

Z22-09 Texas Trimodal Proposed Land Use Chart

Furniture Upholstery, Refinishing or Resale	P	
Heavy Machinery & Equipment (Rental, Sales & Service)	P	P
Locksmith	P	
Machine Shop	P	
Manufactured Building/Housing Sales	P	
Medical or Scientific Research Lab	P	P
Research and Technology	P	P
Trade School	P	
Temporary On-site Construction Office+	P	
Auto & Marine-Related		
Automobile Auction	P	Use not listed
Car Wash/Auto Detail+ (Accessory Use Only)	P	P
Service Station+ (Accessory Use Only)	P	P
Industrial & Manufacturing		
Asphalt or Concrete Batch Plant, Temporary+	P	S
Bottle Works, Milk or Soft Drinks	P	P
Brewery, Distillery or Winery (Excluding Brew Pub)	P	P
Food Processing (No Slaughtering)	P	P
Light Assembly & Fabrication	P	P
Manufacturing, Light	P	P

Z22-09 Texas Trimodal Proposed Land Use Chart

Metal Plating, Electro Plating	P	P
Monument Works, Stone and Metal	P	P
Printing & Publishing	P	P
Salvage or Reclamation of Products (Indoors)	P	P
Sheet Metal Shop	P	
Tool, Dye, Gauge and Machine Shop	S	
Welding Repair	P	P
Wholesale, Distribution & Storage		
Cold Storage Plant	P	P
Heavy Construction Trade (W/ No Outside Storage)	P	P
Mini-warehouse+	P	P
Warehouse/ Distribution Center	P	P
Wholesale Showroom Facility	P	P
Utilities, Communications & Transportation		
Airport, Heliport or Landing Field	S	S
Bus Service Facility	P	
Telephone Switching Station	P	Use not listed
Data Center	P	Use not listed
Electrical Substation (Accessory Use Only)	Accessory	Use not listed
Utility Shop and Storage	P	Use not listed

Z22-09 Texas Trimodal Proposed Land Use Chart

Helipad	S	
Utilities (Non-Municipally owned or Controlled), including Water Treatment, and Supply, and Wastewater Treatment	P	
Radio Broadcasting	P	
Railroad Yard or Shop	S	
TV Broadcasting & Other Communication Service	P	
Wireless Communication Tower	P	

Uses with a “+” will defer to the Lancaster Development Code Use Standard conditions.



Lina Vest
Sr. Real Estate Manager II
2608 SE J Street
Bentonville, Arkansas 72716-5515
Phone: 479.360.4688
Email: lina.brown@walmart.com

August 15, 2022

City of Lancaster, Texas
c/o Schlachter Realty and Dan Grant, Kimley-Horn and Associates, Inc.
via email to bradley.schlachter@gmail.com and dan.grant@kimley-horn.com

Re: Master Thoroughfare Plan (MTP) and Planned Development Amendments

To Whom It May Concern:

Walmart, as owner of an adjacent tract of land, hereby provides its support of the attached Master Thoroughfare Plan and Planned Development Amendments submitted on May 9, 2022 by Kimley-Horn and Associates, Inc., on behalf of Schlachter Realty.

Should you have any questions, please feel free to contact me at (479) 360-4688.

Sincerely,

A handwritten signature in black ink that reads "Lina Vest". The signature is written in a cursive, flowing style.

Lina Vest
Sr. Real Estate Manager II

CITY OF LANCASTER BOARDS AND COMMISSIONS

Planning & Zoning Commission

Item 5.

Meeting Date: 09/06/2022

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

Goal(s): Quality Development

Submitted by: Vicki Coleman, Director of Development Services

Agenda Caption:

Z22-09 Conduct a public hearing and consider a rezoning request from Agricultural Open (AO) Lanport Overlay to Planned Development- Light Industrial (LI). The property is located approximately 2,034 feet south of the intersection of Sunrise Road and Belt Line Road. It is further described as tracts of land situated in Tracts I and II (David A. Schlachter) and Tract III (Schlachter Realty, LTD), the John Little Survey, Abstract No. 768, the M.H. Lavender Survey, Abstract No. 766, the E. Little Survey, Abstract No. 787, and the D. Garner Survey, Abstract No. 530, City of Lancaster, Dallas County, Texas.

Background:

1. **Location and Size:** The property is located south of Belt Line Road and is approximately 2,034 feet south of the intersection of Sunrise Road and Belt Line Road. The property is approximately 301.8 acres in size.
2. **Current Zoning:** The subject property is currently zoned Agricultural Open (AO) - Lanport District Overlay Subdistrict Commerce
3. **Adjacent Properties:**
 - North: Planned Development-Logistics Port Walmart E-commerce
 - South: Lanport Overlay District - Vacant
 - East: City of Wilmer ETJ
 - West: Lancaster Regional Airport
4. **Comprehensive Plan Compatibility:**

The Future Land Use Plan of the Comprehensive Plan identifies this site as suitable for Aviation uses. The proposed uses identified within the planned development request are consistent with the Comprehensive Plan.

5. **Case History:**

Date	Body	Action
01/02/2008	CC	Lanport Overlay Adopted by CC
06/07/2022	P&Z	Z22-09 Tabled to 08/02/2022 P&Z
08/02/2022	P&Z	Z22-09 Tabled to 09/06/2022 P&Z

Operational Considerations:

Texas Trimodal is a proposed master planned development to be designed with the intent of supporting light industrial uses. The site will have frontage off Alba Road, Sunrise Road and Van Road, and will contain approximately 301.8 acres. The site is intended to be split into four tracts to attract a world-class business community. Each tract could potentially have multiple users and buildings with intended uses such as data centers, e-commerce, and other related logistics uses.

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

Consistency with the City's Comprehensive Plan

The City's Future Land Use Plan of the Comprehensive Plan identifies this site as suitable for Aviation uses. Primary land use considerations for the Aviation land use designation are primary flex industrial/office space. The intended industrial uses are consistent with the uses outlined in the Lanport Overlay Commerce Subdistrict.

Configuration of Uses are Compatible with Existing and Planned Adjoining Uses

The subject property is adjacent to undeveloped land and directly abuts the Lancaster Regional Airport. The surrounding area where the subject site is located is planned for industrial use. The Planned Development request is compatible with future uses that could potentially develop by right within the Lanport Overlay.

Conform to the City's Thoroughfare Plan

The request does not conform to the City's Thoroughfare Plan. As such, Case M22-18 is a companion item requesting to delete portions of the following thoroughfares south of Belt Line Road: Pinto Road, Sunrise Road, Sunrise Road Connector, Van Road, and Ferris Road; realign a 10-12' wide off-street trail to follow the proposed Sunrise Road realignment; and extend the Sunrise Road Connector from Pinto Road to Sunrise Road.

Proposed Open Space

The development proposes approximately 37 acres of open space. Per section 14.101(b)(2)(A) of the Lancaster Development Code, "A minimum of twenty percent (20%) of the gross land area within the entire PD District shall be devoted to open space". The applicant is requesting to deviate from the required 20% open space and proposes a minimum of 10% of the property shall be maintained as open space. Each tract will maintain 10% of open space. Overall, the entire 301.8 acres will have more than 20% dedicated in open space.

Publicly Accessible Open Space

Open space has been provided; however, it will not be accessible to the public. There will be a 10-12' wide off-street trail to follow the proposed Sunrise Road realignment. This development will provide one pedestrian connection to public rights-of-way per development lot to provide employees access to the off-street trail.

Amenities

Amenities such as open space and an off-street trail are part of the proposed PD. Employees will have access to the trail system.

Development Furthers The Public Health, Safety and General Welfare of The Community

The proposed PD does not negatively impact the health, safety, and wellness of the community. The request is compatible with what is currently allowed by right on surrounding properties, should they be developed.

Traffic Impact Analysis (TIA) Demonstrates The Capacity of The Proposed Roadways Can Support The Development

At this time a TIA has not been conducted. If approved, the Planned Development would allow for the TIA to be deferred to the site plan submittal process. This would allow flexibility to the overall site layout and phasing of this development.

Based upon an analysis of the nine (9) considerations that must be taken into account when reviewing a Planned Development application, the proposed zoning change request to a Planned Development is appropriate.

Public Information 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. On May 22, 2022 a notice for this public hearing appeared in the Focus Daily Newspaper. Staff also mailed 2 notifications of this public hearing to property owners within 200 feet of the subject site. At the time of this report, staff has not received any letters of support, or opposition.

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 approval of the Planned Development request as presented.

Attachments

Location Map

Letter of Intent

Conceptual PD Exhibit

PD Document

Land Use Chart

MINUTES

PLANNING AND ZONING COMMISSION REGULAR MEETING OF September 6, 2022

The Planning and Zoning Commission of Lancaster, Texas, met in a Regular Session in the Council Chambers of City Hall on September 6, 2022, at 7:00 p.m. with a quorum present to-wit:

Commissioners Present:

Temika Whitfield, Chair
Taryn Walker
Lawrence Prothro
Spencer Hervey, Alternate (Present after Item 4)
Petra Covington (Absent after Item 5)

Commissioners Absent:

Isabel Aguilar, Vice Chair

City Staff Present:

Vicki Coleman, Director of Development Services
Carey Neal, Assistant City Manager
Nyliah Acosta, Planning Manager

Call to Order

Chair Whitfield called the meeting to order at 7:00 p.m. on September 6, 2022.

Public Testimony:

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

There were no speakers.

CONSENT AGENDA:

1. **PS22-31 Consider a request for approval of a replat creating one (1) Lot 9A, Block 1 on 2.172 acres by combining Lots 9, 10 and 11 into the new Emma and Sons Addition. The property is addressed as 3124 North Houston School Road. The property is situated in the Franklin Farms Addition, City of Lancaster, Dallas County, Texas**
2. **PS22-33 Consider approval of a Final Plat for Reindeer Run Estates Lots 24 and 25, Block 1 being 2.160 acres of land and is described as being a tract of land situated in the Money Weatherford Addition, Abstract No. 1554, City of Lancaster, Dallas County, Texas**

MOTION: Commissioner Covington made a motion, seconded by Commissioner Prothro to approve the consent agenda. The vote was 4 for 0 against. (Absent – Aguilar, Hervey)

PUBLIC HEARING:

Chair Whitfield removed consent agenda item 3, 4, 5 from the consent agenda.

3. **PS22-34 Consider a Preliminary Plat for Wintergreen Industrial Addition Lots 1, 2, 3 and 4, Block A being 141.4064 acres of land and is described as being a tract of land situated in the Thomas A. Phillips Survey, Abstract No. 1123, City of Lancaster, Dallas County, Texas**

Staff stated that the applicant requested to table the request.

Chair Whitfield opened the public hearing.

There were no speakers.

MOTION: Commissioner Prothro made a motion to close the public hearing, seconded by Commissioner Covington. The vote was cast 4 for, 0 against. (Absent – Aguilar, Hervey)

MOTION: Commissioner Walker made a motion to table. The motion failed for lack of a second.

MOTION: Commissioner Prothro made a motion to deny, seconded by Commissioner Covington. The vote was 3 for 1 against. Walker against. (Absent – Aguilar, Hervey)

4. **M22-18 Conduct a public hearing and consider several requests to amend the 2020 Master Thoroughfare Plan of the City of Lancaster's Comprehensive Plan by deleting portions of the following thoroughfares south of Belt Line Road: Pinto Road, Sunrise Road Connector, Van Road, and Ferris Road.**

Chair Whitfield opened the public hearing.

The applicant, Dan Grant, and Owner, Danny Schlacter, spoke giving general information about the intent to develop the site.

MOTION: Commissioner Walker made a motion to close the public hearing, seconded by Commissioner Prothro. The vote was cast 4 for, 0 against. (Absent – Aguilar, Hervey)

MOTION: Commissioner Prothro made a motion to approve with staff's recommendation seconded by Commissioner Walker. The vote was 4 for 0 against. (Absent – Aguilar, Hervey)

5. **Z22-09 Conduct a public hearing and consider a rezoning request from Agricultural Open (AO) Lanport Overlay to Planned Development- Light Industrial (LI). The property is located approximately 2,034 feet south of the intersection of Sunrise Road and Belt Line Road. It is further described as tracts of land situated in Tracts I and II (David A. Schlachter) and Tract III (Schlachter Realty, LTD), the John Little Survey, Abstract No. 768, the M.H. Lavender Survey, Abstract No. 766,**

the E. Little Survey, Abstract No. 787, and the D. Garner Survey, Abstract No. 530, City of Lancaster, Dallas County, Texas.

Chair Whitfield opened the public hearing.

The applicant, Dan Grant, spoke giving general information about the intent to develop the site.

The Commission had discussion as to how each tract would provide open space.

MOTION: Commissioner Walker made a motion to close the public hearing, seconded by Commissioner Prothro. The vote was cast 4 for, 0 against. (Absent – Aguilar)

MOTION: Commissioner Prothro made a motion to approve with the condition that 20% open space be provided, seconded by Commissioner Hervey. The vote was 4 for 1 against. Walker against. (Absent – Aguilar, Covington)

6. **Z22-12 Conduct a public hearing and consider a rezoning request from Neighborhood Services (NS) to Single Family (SF-6) on a portion of property addressed as 2401 Sunny Meadows Road. The portion of the property is located on the southwest intersection of West Wintergreen Road and Sunny Meadows Road and is approximately 9.067 acres in size. This property is located within the Peter Hall Survey, Abstract 634, City of Lancaster, Dallas County, Texas**

Chair Whitfield opened the public hearing.

The applicant, Mikial Onu, gave a presentation.

Perry Thomas (developer), 326 Cedar Lane, Seabrook, TX, spoke addressing the size of the homes they are proposing.

The Commission had discussion on what kind of housing the City wants.

MOTION: Commissioner Prothro made a motion to close the public hearing, seconded by Commissioner Walker. The vote was cast 5 for, 0 against. (Absent – Aguilar, Covington)

MOTION: Commissioner Prothro made a motion to deny, seconded by Commissioner Walker. The vote was 5 for 0 against. (Absent – Aguilar, Covington)

7. **M22-22 Conduct a public hearing and consider an amendment to the 2020 Master Thoroughfare Plan (MTP) by deleting approximately 600 feet of Bluegrove Road Major Arterial Type B designation on the property addressed as 2401 Sunny Meadows Road. The property is approximately 39.946 acres in size, and is located within the Peter Hall Survey, Abstract 634 Lancaster, Dallas County, Texas**

Chair Whitfield opened the public hearing.

The applicant, Mikial Onu, spoke stating the purpose for the request.

Perry Thomas (developer), 326 Cedar Lane, Seabrook, Tx spoke addressing why the MTP requirement cannot be met.

The Commission had general discussion on Bluegrove Road and building it out.

MOTION: Commissioner Walker made a motion to close the public hearing, seconded by Commissioner Hervey. The vote was cast 5 for, 0 against. (Absent – Aguilar, Covington)

MOTION: Commissioner Walker made a motion to approve staff's recommendation of denial as presented, with the alternative to dedicate and construct Bluegrove Road as an Urban Roadway with a ten-foot trail system, seconded by Commissioner Hervey. The vote was 3 for 1 against. (Against - Prothro) (Absent - Aguilar, Covington).

8. **Z22-14 Conduct a public hearing and consider a request to rezone from Retail District (R) to Single-Family Residential District (SF-6) on 0.16 acres. The property is addressed as 119 East Hammond Avenue, located west of the intersection of East Hammond Avenue and North Henry Street. The property is known as Lot 4, Block 5 of the T J Beesleys 2 Addition in the City of Lancaster, Dallas County, Texas.**

Chair Whitfield opened the public hearing.

Andreas Prima, the property owner spoke stating his intent to redevelop the property to sell or rent as a home.

The Commission had discussion as to why the house was zoned commercial, how it impacts the Reinvestment Area future land use, and what potential commercial could develop in the exiting residential area.

MOTION: Commissioner Walker made a motion to close the public hearing, seconded by Commissioner Prothro. The vote was cast 4 for, 0 against. (Absent – Aguilar, Covington)

MOTION: Commissioner Walker made a motion to approve. Motion failed for lack of a second.

MOTION: Commissioner Prothro made a motion to deny, seconded by Commissioner Hervey. The vote was 3 for 1 against. (Walker against) (Absent – Aguilar, Covington)

9. **Z22-15 Conduct a public hearing and consider a rezoning request from an Agricultural Open District (A-O) to Single-Family Residential District (SF-6) on 31.5 acres. The property is addressed as 1747 North Houston School Road, located north of the intersection of North Houston School Road and West Pleasant Run Road. The property is a known as Tract 6 of the Marady Parks Addition, Abstract 1120 Pg. 345, in the City of Lancaster, Dallas County, Texas.**

Chair Whitfield opened the public hearing.

Lindsey White, 734 Journey Drive Mesquite, TX, spoke on the applicant's behalf stating they want more density than what the SF-2 would allow.

The Commission had no discussion.

MOTION: Commissioner Walker made a motion to close the public hearing, seconded by Commissioner Prothro. The vote was cast 4 for, 0 against. (Absent – Aguilar, Covington)

MOTION: Commissioner Prothro made a motion to deny, seconded Commissioner Walker. The vote was 4 for 0 against. (Absent – Aguilar, Covington)

ACTION:

10. **DP22-17 Discuss and consider a site plan for CP Park located at the northeast corner of the intersection of Pleasant Run Road and Cornell Road. The property is approximately 74.001 acres in size. It is described as a tract of land situated in the Samuel Keller Survey Abstract No. 721 and the Joseph Manley Survey Abstract No. A867 in the City of Lancaster, Dallas County, Texas.**

MOTION: Commissioner Hervey made a motion to approve, seconded by Commissioner Walker. The vote was 4 for 0 against. (Absent – Aguilar, Covington)

11. **HLPC22-07 Discuss and consider a Certificate of Appropriateness for the purpose of enclosing a porch for a laundry room and the addition of a new porch on the property located at 337 S. Dallas Avenue, Lancaster, Dallas County, Texas.**

MOTION: Commissioner Prothro made a motion to approve, seconded by Commissioner Hervey. The vote was 4 for 0 against. (Absent – Aguilar, Covington)

12. **HLPC22-08 Discuss and consider a Certificate of Appropriateness (COA) for the addition of a back porch, front walk replacement and front yard fence installation on the property addressed as 105 E. 5th Street, City of Lancaster, Dallas County, Texas.**

MOTION: Commissioner Prothro made a motion to approve, seconded by Commissioner Walker. The vote was 4 for 0 against. (Absent – Aguilar, Covington)

ADJOURNMENT:

MOTION: Commissioner Prothro made a motion to adjourn, seconded by Commissioner Hervey. The vote was 4 for 0 against. (Absent – Aguilar, Covington)

The meeting was adjourned at 9:10 p.m.

ATTEST:

APPROVED:

Vicki Coleman, Director of Development Services

Temika Whitfield, Chair

DRAFT

CITY OF LANCASTER CITY COUNCIL

City Council Special Work Session and Regular Meeting

11.

Meeting Date: 11/14/2022

Policy Statement: This request supports the City Council 2022-2023 Policy Agenda

Goal(s): Sound Infrastructure
Quality Development

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

Agenda Caption:

M22-18 Conduct a public hearing and consider several requests to amend the 2020 Master Thoroughfare Plan of the City of Lancaster's Comprehensive Plan. 1) Delete the segment of Pinto Road from the Sunrise Road Connector to Sunrise Road. 2) Delete the segment of Van Road between its intersection with the existing Sunrise Road and the realigned proposed Sunrise Road. 3) Delete the segment of Ferris Road between the existing Sunrise Road and the realigned proposed Sunrise Road.

Background:

Texas Trimodal is a proposed master planned development to be designed with the intent of supporting light industrial uses such as data centers and e-commerce facilities. The proposed development would contain approximately 301.8 acres east of the Lancaster Regional Airport and lies along the City of Lancaster's municipal boundary.

The Master Thoroughfare Plan (MTP) provides guidance on the number of travel lanes for a roadway, based upon a classification system. Each classification outlines the design features of the roadway. The MTP designates Pinto Road as Major Arterial Type B and requires rights-of-way of 100-feet. Sunrise Road is designated as a Major Arterial Type B and requires rights-of-way of 100-feet. Van Road is designated as a Rural Minor Arterial and requires rights-of-way of 86 feet. Ferris Road is designated as a Major Arterial Type B and requires rights-of-way of 100 feet. The Sunrise Road Connector is designated as a Collector and requires rights-of-way of 60-feet.

On October 11, 2021, City Council approved a resolution supporting the Sunrise Road Phase II Feasibility Study's final report, recommending Alignment #2 for Sunrise Road. The realignment of Sunrise Road includes all associated pedestrian trail facilities to be installed in the rights-of-way. The study aligns with the applicants request.

Case History:

Date	Body	Action
01/2/2008	CC	Adopted Lanport Overlay
6/7/2022	P&Z	M22-18 Tabled to 8/2/2022 P&Z
8/2/2022	P&Z	M22-18 Tabled to 9/6/2022 P&Z
9/6/2022	P&Z	M22-18 Approved with staff recommendation

Operational Considerations:

The applicant is requesting removal of the following roadway segments within the Planned Development's boundaries:

- Pinto Road from the Sunrise Road Connector to Sunrise Road
- Van Road between its intersection with the existing Sunrise Road and the realigned proposed Sunrise Road
- Ferris Road between the existing Sunrise Road and the realigned proposed Sunrise Road

Deletion of the thoroughfare segments provide greater site planning flexibility for the developer. The proposed changes will still incorporate north-south connectivity overall from Ferris Road and Sunrise Road, ultimately connecting to Loop 9 in the future. The proposed Sunrise Road realignment, approved by City Council on October 11, 2021 (Resolution 2021-10-88), will impact many of the proposed thoroughfares as originally adopted in the 2020 MTP. As a result, the planned thoroughfares no longer have the planned connectivity as originally adopted and will need to adjust as development occurs.

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. On May 22, 2022, a notice for this public hearing appeared in the Focus Daily Newspaper. Staff also mailed 3 notifications of this public hearing to property owners within 200 feet of the subject site. One letter of support and no opposition received.

Options/Alternatives:

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

Recommendation:

On September 6, 2022 the Planning and Zoning Commission recommended approval of the request to amend the Master Thoroughfare Plan with staff's recommendation of the following: 1) delete portions of Pinto Road from the Sunrise Road Connector to Sunrise Road; 2) delete portions of Van Road between its intersection with the existing Sunrise Road and the realigned proposed Sunrise Road; and 3) delete portions of Ferris Road between the existing Sunrise Road and the realigned proposed Sunrise Road.

Attachments

Ordinance

MTP Exhibit 2

2020 MTP

Letter of Intent

Location Map

Letter of Support

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, AMENDING THE 2020 MASTER THOROUGHFARE PLAN BY: 1) DELETING THE SEGMENT OF PINTO ROAD FROM THE SUNRISE ROAD CONNECTOR TO SUNRISE ROAD; 2) DELETING THE SEGMENT OF VAN ROAD BETWEEN ITS INTERSECTION WITH THE EXISTING SUNRISE ROAD AND THE REALIGNED PROPOSED SUNRISE ROAD; AND 3) DELETING THE SEGMENT OF FERRIS ROAD BETWEEN THE EXISTING SUNRISE ROAD AND THE REALIGNED PROPOSED SUNRISE ROAD ; AMENDING THE COMPREHENSIVE PLAN TO INCORPORATE THE AMENDED MASTER THOROUGHFARE PLAN; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council, having received the amended plan, conducted a public hearing to receive public comments to amend the Master Thoroughfare Plan by: 1) deleting the segment of Pinto Road from the Sunrise Road Connector to Sunrise Road; 2) deleting the segment of Van Road between its intersection with the existing Sunrise Road and the realigned proposed Sunrise Road; and 3) deleting the segment of Ferris Road between the existing Sunrise Road and the realigned proposed Sunrise Road; and

WHEREAS, he City Council has determined that the adoption of the amended Plan, attached hereto is in the best interest of the City and its citizens.

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

SECTION 1. That the City of Lancaster Master Thoroughfare Plan as heretofore adopted be, and the same hereby is, amended as attached in Exhibit "A" and such amended Plan shall be made a part of the City Comprehensive Plan.

SECTION 2. That all ordinances, and any provisions of said ordinances, of the City of Lancaster, Texas, in conflict with the provisions of this Ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 3. That should any word, phrase, paragraph, or section of this Ordinance or of the Code of Ordinances, as amended hereby, be held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be unconstitutional, illegal or invalid, and shall not affect the validity of the Code of Ordinances as a whole.

SECTION 4. That this Ordinance shall take effect immediately from and after is passage and publication, as the law and charter in such cases provide.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 14th day of November, 2022.

ATTEST:

APPROVED:

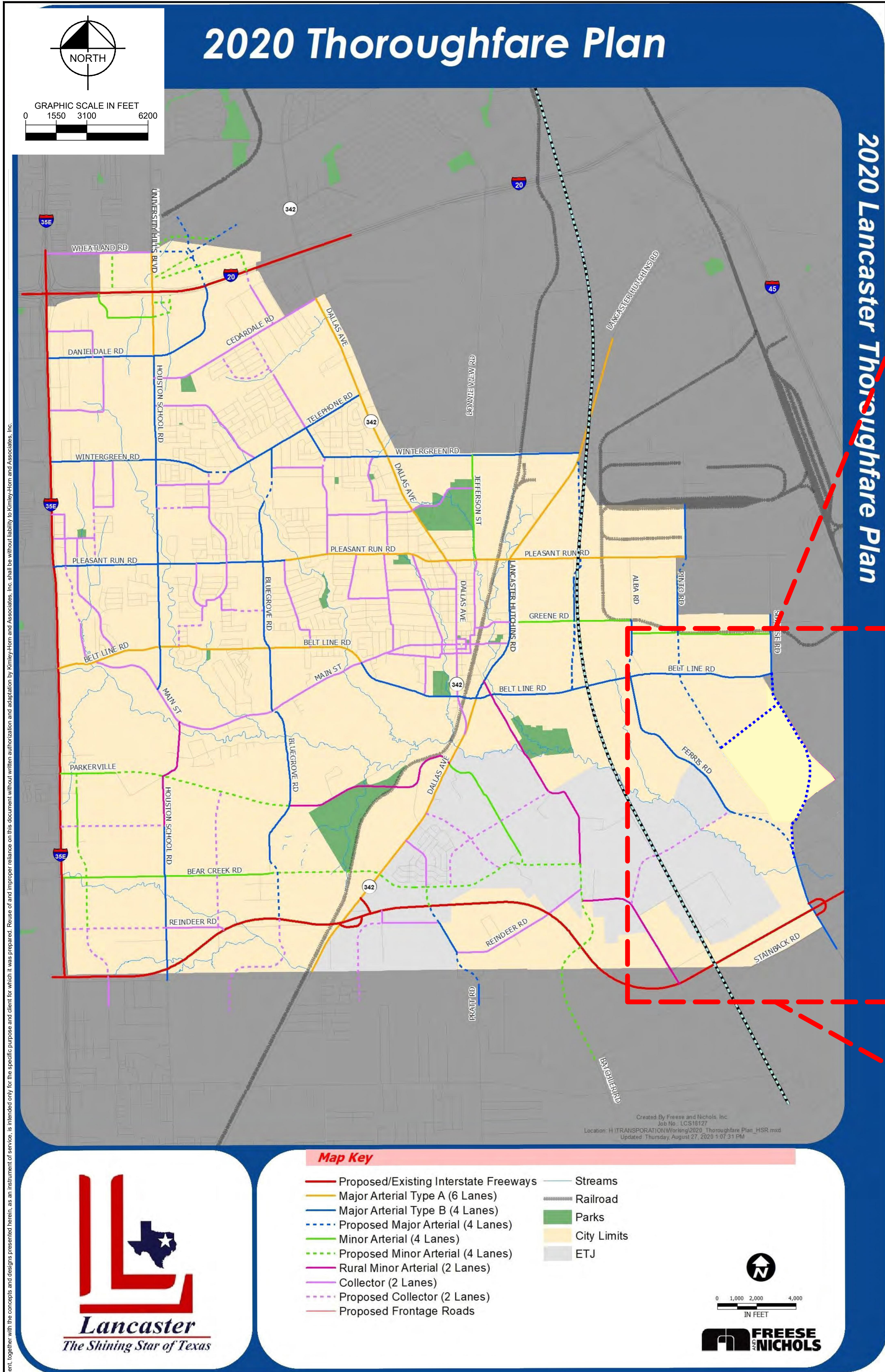
Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

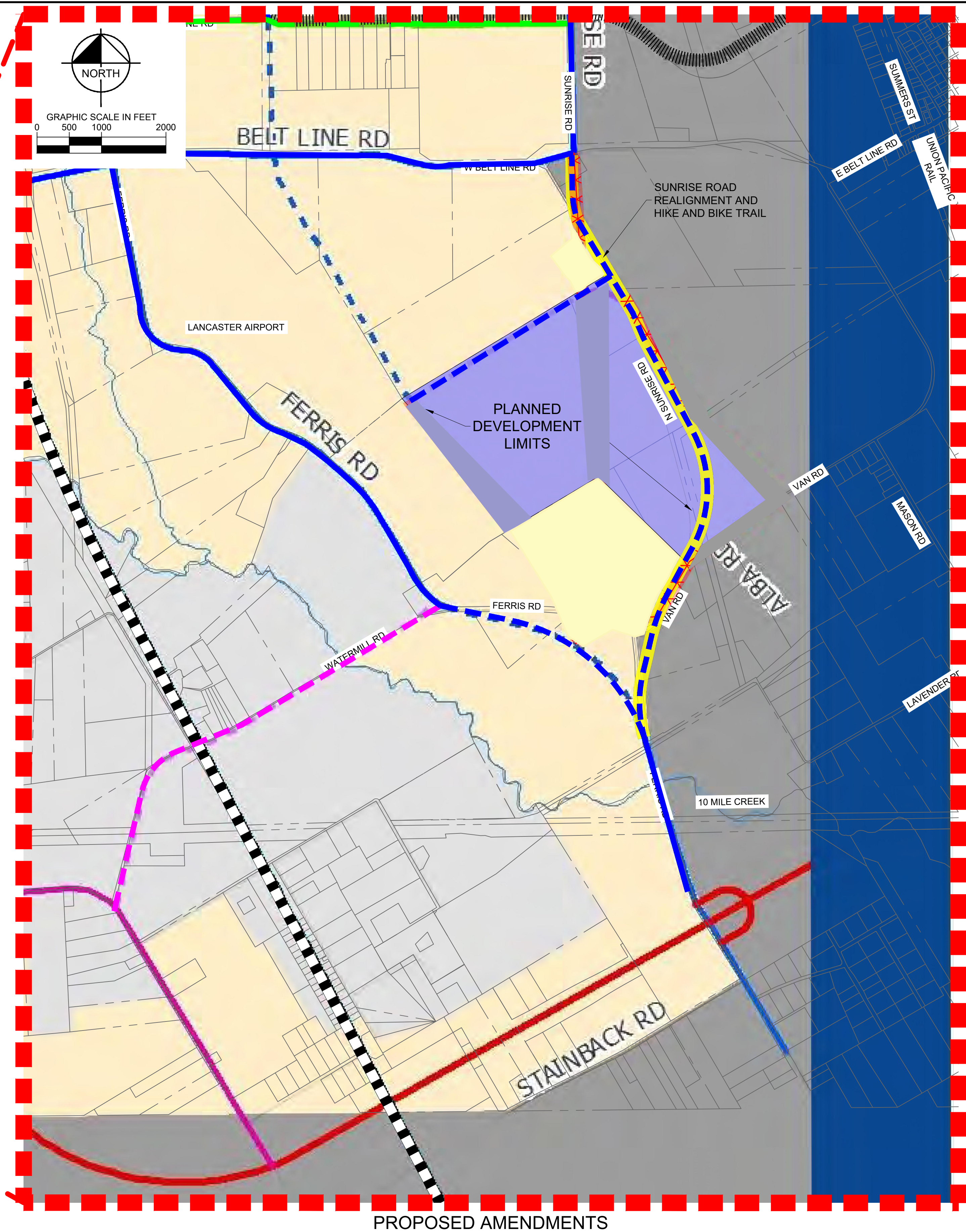
APPROVED AS TO FORM:

David T. Ritter, City Attorney

2020 Master Thoroughfare Plan Update - Figure 37
KIMLEY-HORN AND ASSOCIATES, INC.
13455 NOEL ROAD
DALLAS, TX 75240
PHONE: 214.343.7240
WWW.KIMLEY-HORN.COM
TX F-928



2020 Lancaster Thoroughfare Plan



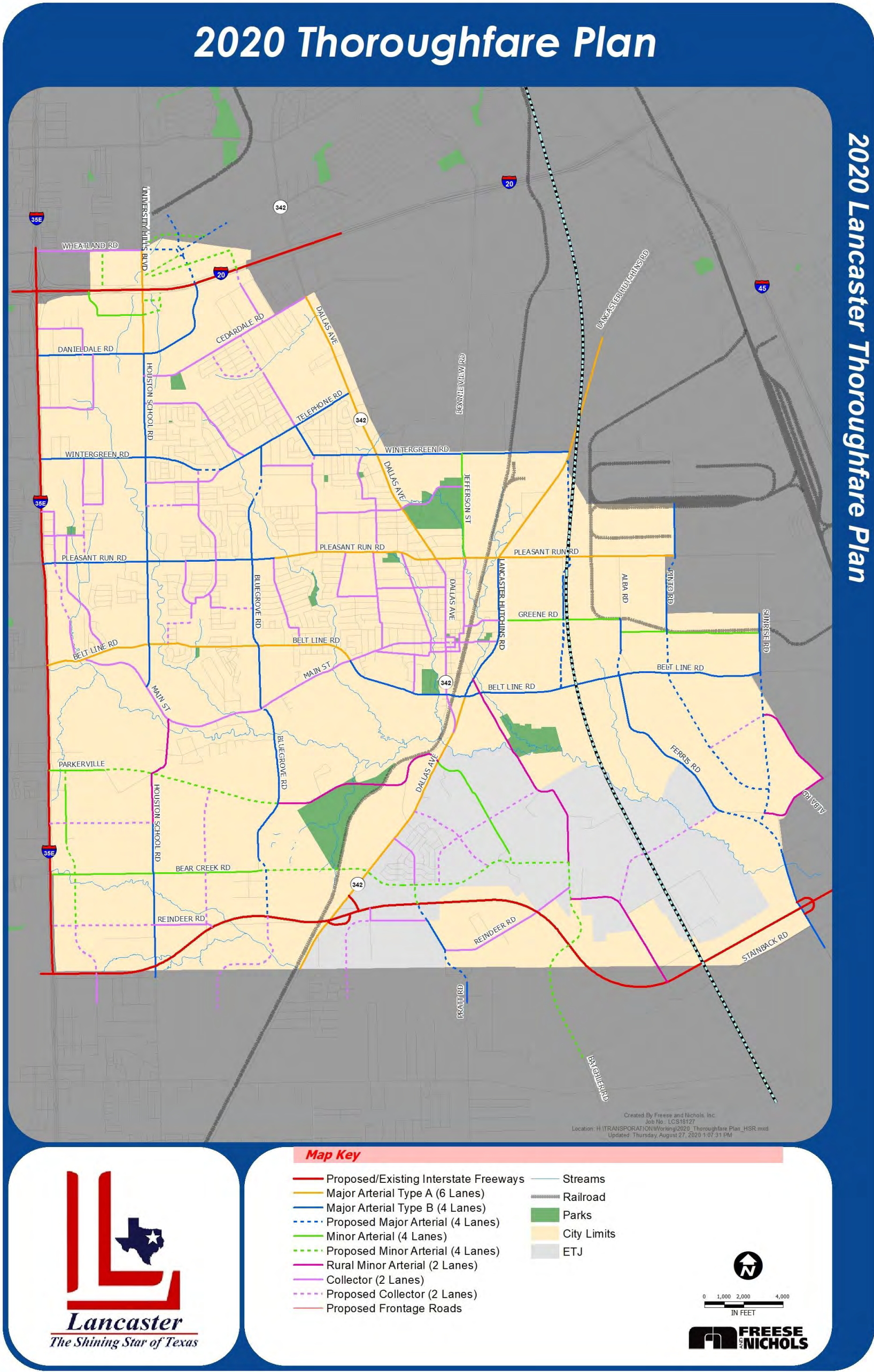
PROPOSED AMENDMENTS

KHA PROJECT 064593800	DATE AUGUST 2022	SCALE AS SHOWN	DESIGNED BY RK	DRAWN BY LMM	CHECKED BY DFG	TEXAS TRIMODAL PLANNED DEVELOPMENT DISTRICT	EXHIBIT A PROPOSED MASTER THOROUGHFARE PLAN AMENDMENT	SHEET NUMBER	
								A	
								Kimley»Horn	
								© 2022 KIMLEY-HORN AND ASSOCIATES, INC. 13455 NOEL ROAD TWO GALLERIA OFFICE TOWER, SUITE 700 DALLAS, TX 75240 PHONE 972-770-1900 WWW.KIMLEY-HORN.COM TX F-928	

2020 MASTER THOROUGHFARE PLAN UPDATE - FIGURE 37

Figure 37: 2020 Lancaster Thoroughfare Plan

2020 Lancaster Thoroughfare Plan





via email

First Submittal May 9, 2022
Revision Response August 9, 2022

Ms. Vicki Coleman
Development Services Director
City of Lancaster
211 North Henry Street
Lancaster, Texas 75146

**Re: *Master Thoroughfare Plan Amendment Request
Letter of Intent and Request Summary
Texas Trimodal
Lancaster, Texas***

Dear Ms. Coleman:

Thank you, Opal, and City Staff for your efforts and input thus far to advance the Texas Trimodal project in far eastern Lancaster. Following up our face to face meeting held August 4, please receive this minor revision to our Master Thoroughfare Plan (MTP) Amendment Request on behalf of Schlachter Realty for their 301.8 acre land holding in Lancaster's City Limits.

The intent of our request to amend the Master Thoroughfare Plan is as follows:

To create maximum development flexibility and attract potential development end users while removing perceived constraints, we request the following

*The Master Thoroughfare Plan (MTP; adopted September 2020; Freese and Nichols) be amended as shown on accompanying **Exhibit A** and listed below:*

- *Realignment of proposed Sunrise Road between Beltline Road and its intersection with Ferris Road (consistent with Dallas County's Major Capital Improvements Project "Sunrise Road Phase 2" and NCTCOG's RAISE Grant Award)*
- *Removal of the following roadway segments:*
 - *Pinto Road from Alba Road south to Sunrise Road*
 - *Van Road between its intersection with existing Sunrise and realigned proposed Sunrise*
 - *Ferris Road between existing Sunrise and realigned proposed Sunrise*
- *Extension of Alba Road from existing Sunrise and realigned proposed Sunrise*



The Hike and Bike Trails Master Plan (adopted August 2020; Dunaway Associates) be amended as described below:

- *Realign 10-12' wide off street trail to follow proposed Sunrise Road realignment*

The supporting package consists of the following:

- Exhibit A: Proposed Master Thoroughfare Plan Amendment; revised to reflect discussion on August 4.

Please contact me with questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "D. Grant", with a stylized flourish at the end.

Dan F. Grant, P.E., CFM
Senior Vice President

Cc: Opal Mauldin-Jones, City Manager
Carey Neal, Assistant City Manager
Marc Schlachter, Schlachter Realty
Misty Ventura, Shupe Ventura

K:\DAL_Civil\064583800 - Texas Trimodal\Design\Development Standards\Lancaster\Current\MTM\TTM MTP AMENDMENT LOI 2020506.docx

City of Lancaster Proposed Planned Development Area

Zoned: AO (Lanport)

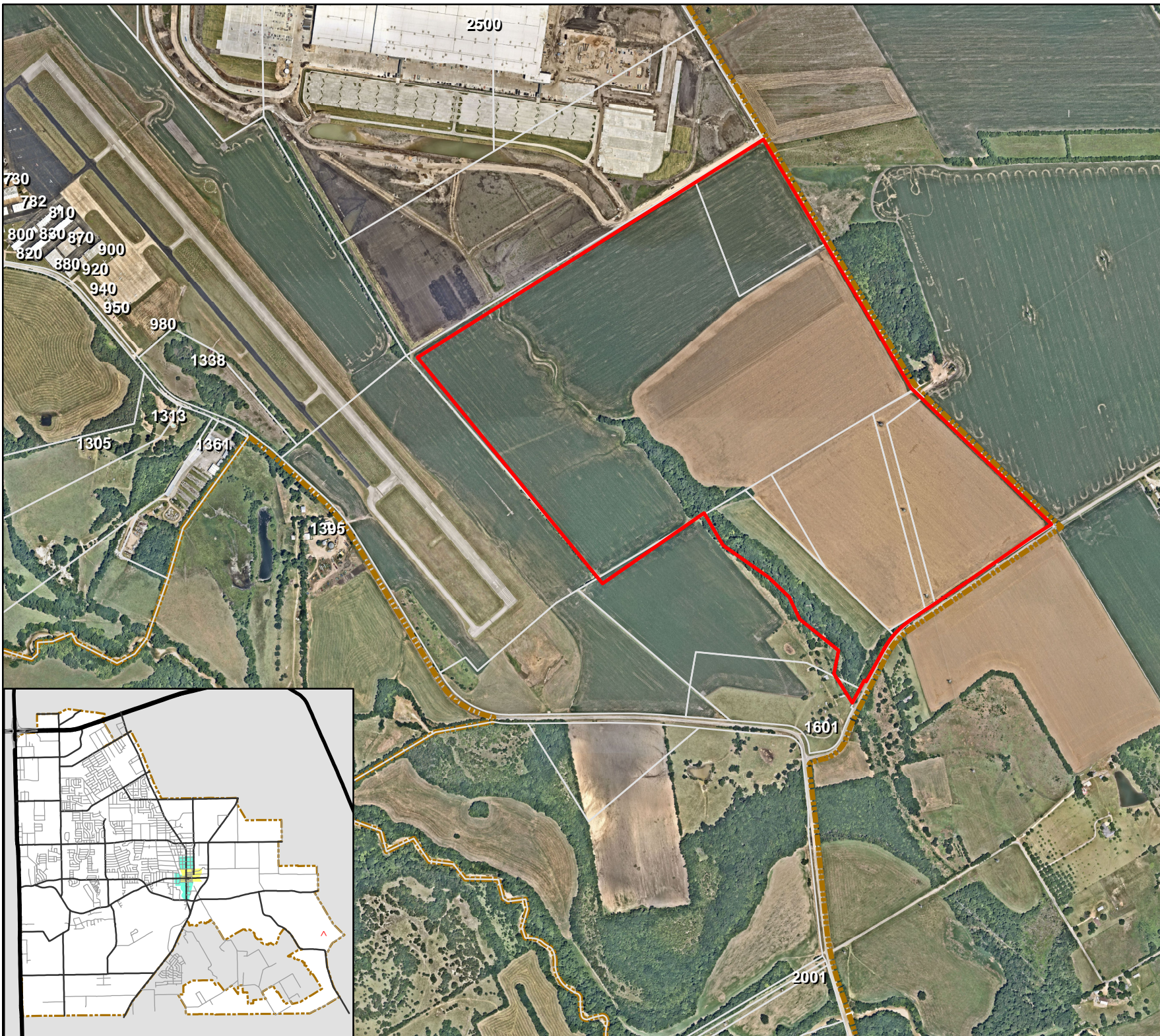


DISCLAIMER / LIMITATION OF LIABILITY
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0 285 570 1,140 Feet

Date: 8/31/2022





Lina Vest
Sr. Real Estate Manager II
2608 SE J Street
Bentonville, Arkansas 72716-5515
Phone: 479.360.4688
Email: lina.brown@walmart.com

August 15, 2022

City of Lancaster, Texas
c/o Schlachter Realty and Dan Grant, Kimley-Horn and Associates, Inc.
via email to bradley.schlachter@gmail.com and dan.grant@kimley-horn.com

Re: Master Thoroughfare Plan (MTP) and Planned Development Amendments

To Whom It May Concern:

Walmart, as owner of an adjacent tract of land, hereby provides its support of the attached Master Thoroughfare Plan and Planned Development Amendments submitted on May 9, 2022 by Kimley-Horn and Associates, Inc., on behalf of Schlachter Realty.

Should you have any questions, please feel free to contact me at (479) 360-4688.

Sincerely,

A handwritten signature in black ink that reads "Lina Vest". The signature is written in a cursive, flowing style.

Lina Vest
Sr. Real Estate Manager II

CITY OF LANCASTER CITY COUNCIL

City Council Special Work Session and Regular Meeting

12.

Meeting Date: 11/14/2022

Policy Statement: This request supports the City Council 2022-2023 Policy Agenda

Goal(s): Quality Development

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

Agenda Caption:

M22-28 Conduct a public hearing and consider a parking exception request on the property addressed as 3005 Wintergreen Road for a research and development facility. The property is known as Lot 1, Block A, of the Mars Addition, City of Lancaster, Dallas County, Texas.

Background:

1. **Location and Size:** The property is located north of the intersection of Wintergreen Road and Longhorn Drive, addressed as 3005 Wintergreen Road. It is approximately 8.666 acres in size.
2. **Current Zoning:** The subject property is currently zoned Light Industrial (LI).
3. **Adjacent Properties:**
 - North: LI - Lancaster ISD Fleet Facility
 - South: LI - Undevelopd land and Warehouses
 - East: LI - Lancaster ISD Fleet Facility
 - West: CH - Commercial Businesses
4. **Comprehensive Plan Compatibility:** The Future Land Use Plan of the Comprehensive Plan designates this site as Suburban Mixed Use. The proposed research and development facility is an office type use, which is consistent with the Comprehensive Plan.
5. **Case history:**

Date	Body	Action
10/10/2022	CC	M22-28 tabled to 10/24/2022 City Council

Operational Considerations:

This is a request to exceed the maximum allowed parking for a facility designated as a Research and Technology use. Section 14.605 *Off-Street Parking Requirements* Figure 3 of the Lancaster Development Code (LDC) requires research and technology facilities to provide one (1) space for each 500 s.f. or 1 for each employee, whichever is greater. This section also states that, "the maximum allowed parking on a non-single-family or duplex lot may not exceed the minimum parking requirement plus an additional 10%, without approval of an Exception. "

The property is currently occupied by Waymo, a business geared towards fully automating commercial trucks. As part of the business operations, each human driver drives their car to the facility, parks and then gets into a truck to test drive. When the driver returns from their test drive, they park the truck in the lot and take their personal vehicle home. At the facility, Waymo has three shifts of drivers operating at any

given time, but due to overlap during shift change times (6x/day), the applicant would like to accommodate four shifts (approx. 15 employees/shift x 4 = 60) to expand their operations in Texas and across the Southwest U.S. region. It should be noted the long term goal is to eventually transition the additional parking spaces being considered as part of this special exception request, to trailer parking.

The code currently requires 45 parking spaces. There are 49 existing spaces. The applicant is requesting to expand their parking lot to accommodate 138 additional spaces. Should the request be approved, this would result in 187 spaces on the property total, not including the parking for the trucks used for testing. In addition, there are 35 existing 55'x12' trailer spaces, and an existing 14-75'x12' pull-thru truck spaces. It should be noted that Waymo intends to use the additional parking as temporary parking for employee and contractor parking. The parking lot will then transition by July 2023 to truck parking.

The applicant has provided additional landscaping around the perimeter of the site.

Staff recommends approval of the parking exception request based on the parking lot addition not being visible from the rights-of-way, and all required landscaping being maintained. Additionally, there is no negative impact on the drainage. This exception ensures a smooth transition of changes between shifts, and addresses the future expansion to house more employees.

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 30, 2022, a notice for this public hearing appeared in the Focus Daily Newspaper. Staff mailed notifications of this public hearing to all property owners that are within 200-feet of the subject site, in addition to a sign being posted on the property. Staff has not received letters of support or opposition.

Options/Alternatives:

1. City Council may approve the exception request, as presented.
2. City Council may approve the exception request with conditions, and state those conditions.
3. City Council may deny the request.

Recommendation:

Staff recommends approval as presented.

Attachments

Ordinance

Location

Letter of Intent

Site Plan

Landscape Plan

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS GRANTING A SPECIAL EXCEPTION TO THE MAXIMUM REQUIRED PARKING IN SECTION 14.605 (a) (2) OFF-STREET PARKING REQUIREMENTS OF THE LANCASTER DEVELOPMENT CODE (LDC) TO ALLOW FOR 187 PARKING SPACES FOR THE PROPERTY NORTH OF THE INTERSECTION OF WINTERGREN ROAD AND LONGHORN DRIVE, ADDRESSED AS 3009 WINTERGREEN ROAD, CITY OF LANCASTER, DALLAS COUNTY, TEXAS, BEING IN SUBSTANTIAL CONFORMANCE TO THE ATTACHED EXHIBITS ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OR FINE NOT TO EXCEED THE SUM OF TWO THOUSAND (\$2,000) DOLLARS FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lancaster, Texas has been presented with a request for an exception to the parking requirements of Section 14.605 (a) (2) of the LDC; and

WHEREAS, the City Council of the City of Lancaster, in compliance with the laws of the State of Texas with reference to the granting of a special exception has given the requisite notices by publication and otherwise; and

WHEREAS, the City Council of the City of Lancaster, Texas finds that it is in the best interest of the citizens of the City of Lancaster, Texas to approve such exceptions in conformance with the attached exhibits.

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

SECTION 1. That the City of Lancaster, Texas hereby grants an exception to Section 14.605 (a) (2) of the LDC concerning maximum parking requirements allowing an additional 138 parking spaces for the real property described in Exhibit "A".

SECTION 2. Except as expressly amended herein; Ordinance Number 2006-04-13, the Lancaster Development Code of the City of Lancaster, Texas, as amended, shall remain in full force and effect, save and except as amended by this ordinance.

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

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

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

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 14th day of November, 2022.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

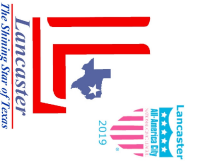
Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

City of Lancaster

**3005 W Wintergreen
Zoned: LI**

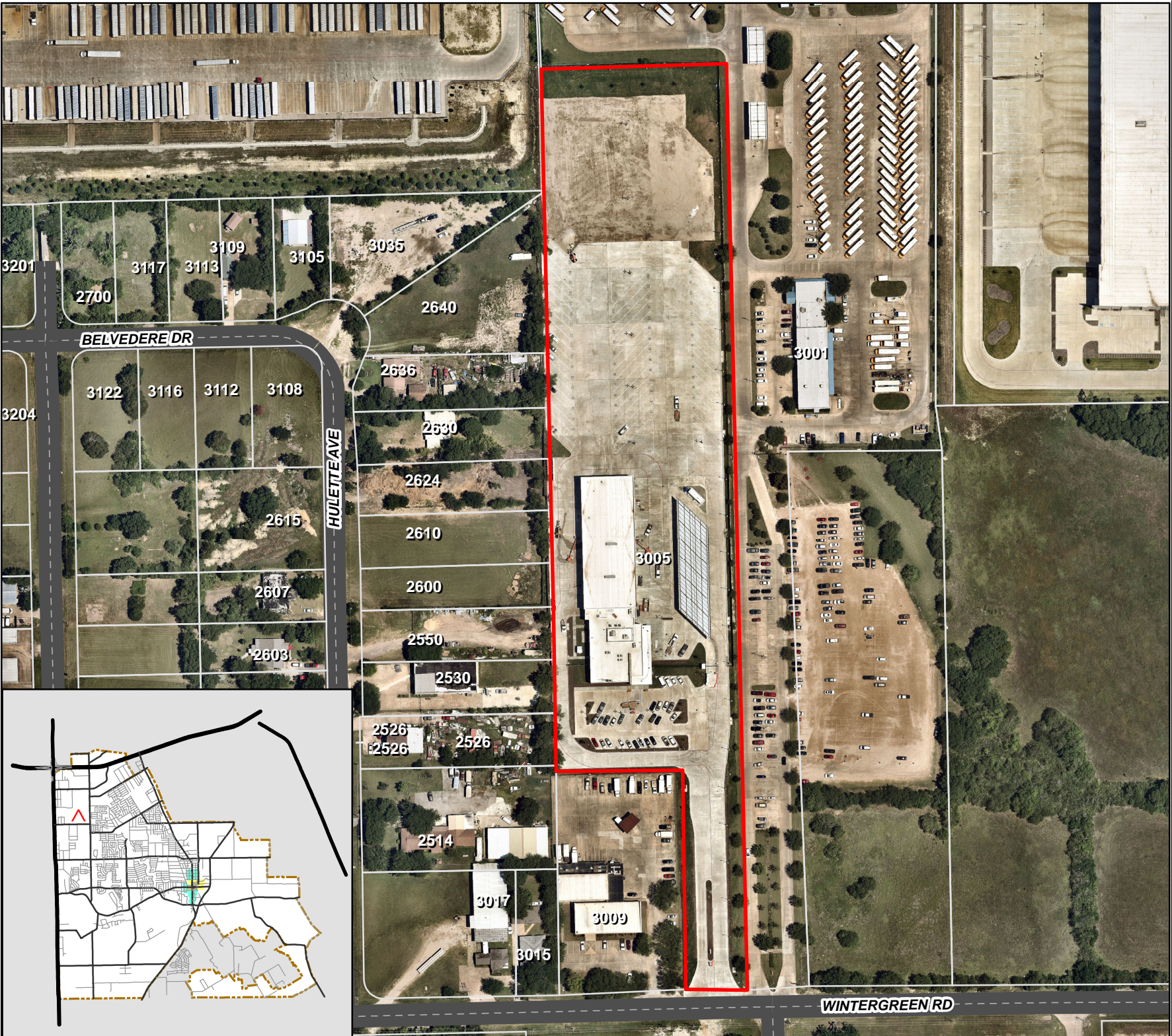


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0 50 100 200 Feet

Date: 9/28/2022



3005 Wintergreen Road

Subject: Request for Planning Variance for Lot 1, Block A: Mars Addition

On June 29, 2022, Waymo proudly celebrated the grand opening of our Lancaster facility along West Wintergreen Road. This facility is Waymo's primary operations center in Texas, designed for commercial use, with our carrier partners. The facility will accommodate Waymo's trucks that serve the Southwest U.S. region, as well as Waymo personnel and onsite partners.

Our permitted project began Sept 23, 2021. In our original permit submission, which was approved, we included paving the entirety of the lot. However, due to the unprecedented supply chain issues, we reduced the area to be poured in the initial construction phase to keep our overall project timing and budget on track. Now, with the approved permit from the City of Lancaster, we will complete the paving of the final portion of the back lot, as illustrated in the photo below.

Today, Waymo respectfully requests a variance within the permit to allow Waymo to temporarily use a portion of the newly-paved area for employee and contractor parking of personal vehicles. The approval of this request will allow us to park up to 60 passenger vehicles at a time. Our company operations are 24 hours a day, 7 days a week. Waymo has three shifts of drivers operating at any given time, and due to overlap during shift changes, we need the ability to accommodate two shifts simultaneously, which will require the use of the 60 temporary parking spots that Waymo is requesting. Waymo is actively searching for alternative employee and contractor parking and accordingly, are only seeking to utilize the space as temporary parking, through the earlier of the date upon which Waymo's intended new employee and contractor parking becomes operational or July 2023. As Waymo grows, and we find alternative permanent employee and contractor parking, we will then utilize the space for truck parking, as originally intended and stated in the initial permit.

Lancaster has proven to be the perfect launch-point for Waymo's Southwest U.S. region. We are excited to be a part of the Lancaster community and look forward to working together. Please let me know if there is any other information I can provide for this request. Thank you for your consideration and support.



(The newly paved area of phase 2, as outlined on the photo above, will be the section we would like to use as temporary parking for employees and contractors, through July 2023.)

9/1/2022 5:34 PM
M:\DWG-28\2817-21.196\DWG\CIVIL C3D 2018\DWG\LOT ADDITION\2817-21.196_SP-PARKING LOT.DWG

SITE DATA	
EXISTING ZONING	LIGHT INDUSTRIAL (LI)
EXISTING USE OF STRUCTURES	RESEARCH AND DEVELOPMENT/OFFICE
LOT AREA	LOT AREA: 377,473 SF (8.666 AC) ROW DEDICATION: 713.5' SF (0.030 AC) LOT AREA LESS ROW DEDICATION: 376,762 SF (8.649 AC)
EXISTING BLDG-1 & BLDG-2 AREA	BLDG-1 OFFICE: 8,453 SF BLDG-1 INTERIOR WORK AREA: 24,031 SF BLDG-1 TOTAL: 32,484 SF BLDG-2 TIRE/OIL STORAGE AREA: 1,380 SF TOTAL BLDG AREA: 33,864 SF
BUILDING HEIGHT	25' (ONE-STORY)
PERCENT LOT COVERAGE	BLDG FOOTPRINT: 33,872 SF / 377,473 SF = 8.98% INTERIOR WORK AREA: 24,031 SF / 377,473 SF = 6.36%
PARKING REQUIRED W/ RATIO INDICATED	INTERIOR WORK AREA AND TIRE/OIL STORAGE (2 PER SERVICE BAY)=12 OFFICE (1 FOR EVERY 300 SF)=3 TOTAL REQUIRED=45 SPACES
PARKING PROVIDED BY USE	EXISTING AUTO PARKING: 49 SPACES NEW AUTO PARKING (F151): 138 SPACES TOTAL AUTO PARKING: 185 SPACES (8 EXISTING AUTO SPACES CONVERTED TO 4-ADA PARKING SPACES) EXISTING TRAILER (55'X127')=35 EXISTING FULL THRU TRUCK SPACES (25'X127')=14
HANDICAP PARKING REQUIRED	6
HANDICAP PARKING PROVIDED	6
LIGHT POLES	60

BENCH MARK LIST

BM# 1	" X " CUT SET ON THE SOUTHWEST CORNER OF CONCRETE PAD OF FDC 1.2'±, SOUTHWEST OF FDC, 130'±, NORTH FROM CENTERLINE OF WINTERGREEN ROAD AND WEST LONGHORN STREET. ELEV=649.05
BM# 3	" X " CUT SET ON THE NORTHEAST CORNER OF WYE INLET. LOCATED NORTHWEST APPROXIMATELY 295'± FROM ENTRANCE TO BUS BARN, 344'± SOUTHWEST OF POINT OF INTERSECTION OF CHAIN LINK FENCE. ELEV=643.14
BM# 4	" X " CUT SET LOCATED AT THE NOSE OF MEDIAN APPROXIMATELY 850'± NORTH FROM CENTERLINE OF ROAD AT THE INTERSECTION OF WINTERGREEN ROAD AND WEST LONGHORN STREET, 40'± SOUTH OF GATE ENTRANCE TO EXISTING BUS BARN. ELEV=646.27

SOUTHWEST SERVICE CENTER ADDITION
(VOL. 2000249, PG. 7)
(TRACT 2)
2015 ACQUISITIONS 5 LLC
(INST. NO. 201500146983)
ZONING: LI
LAND USE: BUS BARN

ZONED:
LIGHT INDUSTRIAL
LOT 1, BLOCK A
WINTERGREENBBI, LTD.
(INST. NO. 201500314056)
8.666 ACRES
(377,473 SF)

BLOCK D
BROWNLEE PARK NO. 2 ADDITION
(VOL. 16, PG. 357)
ZONING: CH

SOUTHWEST SERVICE CENTER ADDITION
(VOL. 2000249, PG. 7)
(TRACT 2)
2015 ACQUISITIONS 5 LLC
(INST. NO. 201500146983)
ZONING: LI
LAND USE: VACANT

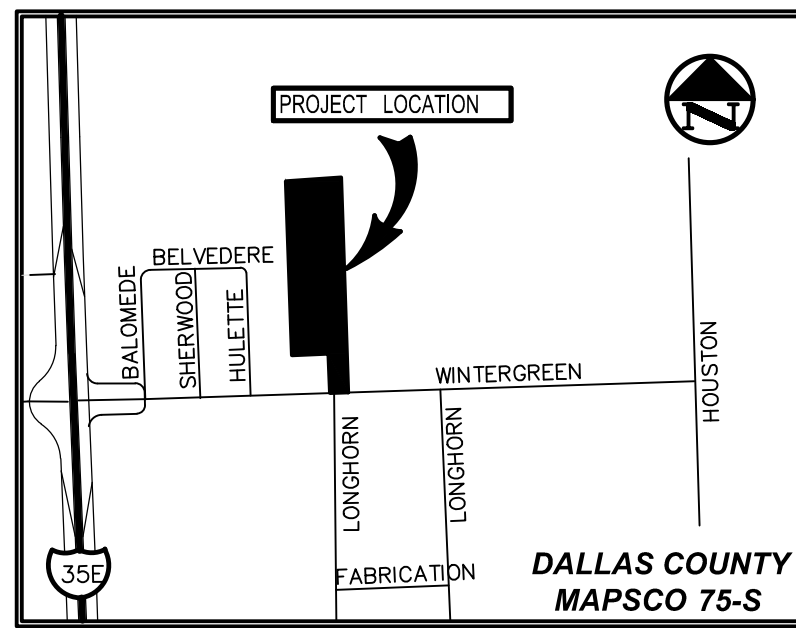
LOT 1, BLOCK 2
LONGHORN BUSINESS PARK SECTION 6
(VOL. 2003011, PG. 11)
(VOL. 2001194, PG. 2960)

LOT 1, BLOCK 1
LONGHORN BUSINESS PARK SECTION 1
(VOL. 79183, PG. 425)
EXANAE LP
(VOL. 2003011, PG. 6116)

LOT 4
LAND USE: RESIDENTIAL
2540 EA
(INST. NO. 201-

LEGEND

BL	BOLLARD
EM	ELECTRIC METER
PP	POWER POLE
LS	LIGHT STANDARD
WM	WATER METER
WV	WATER VALVE
ICV	IRRIGATION CONTROL VALVE
PH	FIRE HYDRANT
CO	CLEANOUT
MH	MANHOLE
TSC	TRAFFIC SIGNAL CONTROL
TSP	TRAFFIC SIGNAL POLE
TELE	TELEPHONE BOX
FL	FLOOD LIGHT
FP	FIRE POLE
SIGN	TRAFFIC SIGN
IRS	1/2-INCH IRON ROD
(C.M.)	W/"PACHICO KOCH" CAP SET
	CONTROLLING MONUMENT
	PROPERTY LINE
	FENCE
	COORDINATE DESIGNATION
	PROPOSED FENCE
	FIRE LANE

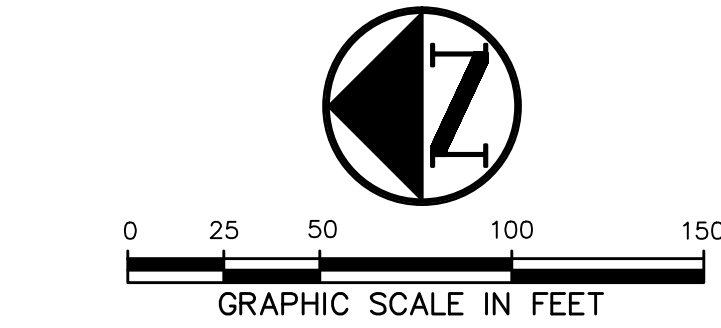


VICINITY MAP
(NOT TO SCALE)

ALL DIMENSIONS ARE TO BACK-OF-CURB UNLESS OTHERWISE NOTED



TX REG. ENGINEERING FIRM F-469
TX REG. SURVEYING FIRM LS-10008000



CASE NUMBER: DPXX-XX

NO.	DATE	REVISION
-----	------	----------

Pacheco Koch
a Westwood company
7557 RAMBLER ROAD SUITE 1400
DALLAS, TX 75231
972.235.3031

SITE PLAN

PROJECT MARS

PARKING LOT ADDITION

WINTERGREENBBI, LTD. LOT1, BLOCK A (8.666 ACRES)
W.M. HOWERTON SURVEY, ABST. NO. 559

CITY OF LANCASTER, DALLAS COUNTY, TEXAS

DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
MJD	JJS	SEPT 2022	1"=50'			C1.0

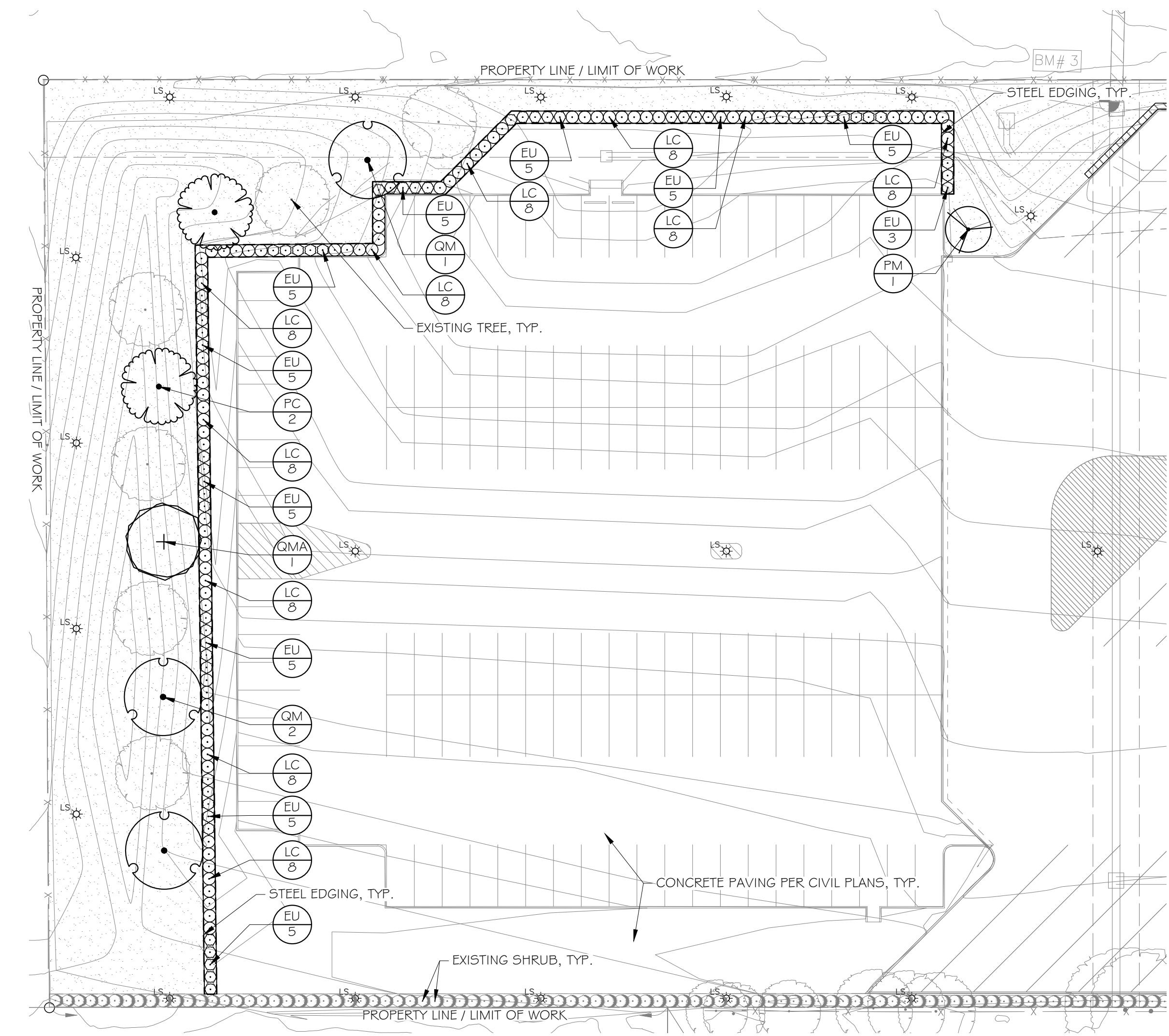
PK FILE: 2817-21.196

PK-2817-21.196_SP-PARKING LOT.DWG

PROJECT MARS

PLANTING GENERAL NOTES

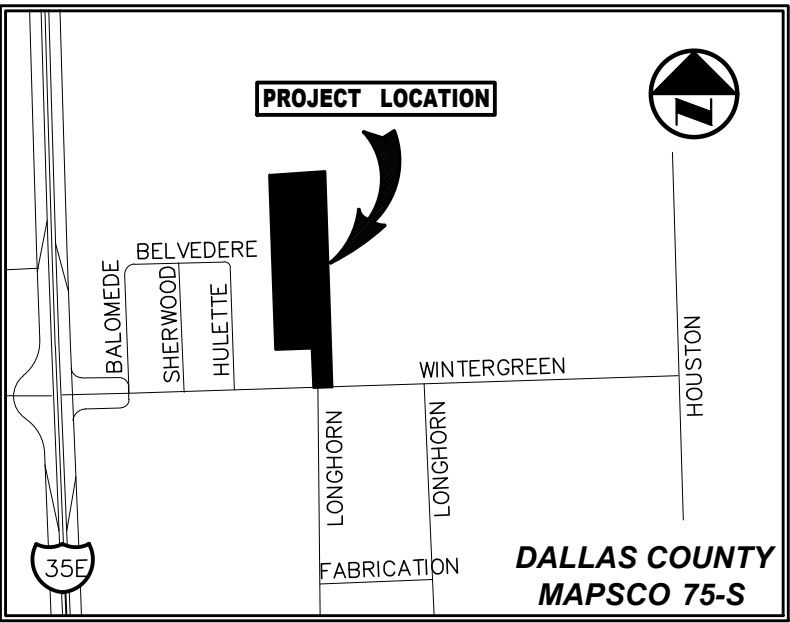
1. ALL PLANTS SHALL BE SET OUT FOR APPROVAL BY THE OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.
2. FINE GRADING SHALL BE PERFORMED IN ALL AREAS TO BE LANDSCAPED. FINE GRADING SHALL INCLUDE THE REMOVAL OF DEBRIS, ROCKS, ETC. FROM THE SITE AND INSURE POSITIVE DRAINAGE IN ALL AREAS.
3. THE CONTRACTOR SHALL LOCATE ALL UTILITIES AND EASEMENTS IN THE FIELD PRIOR TO COMMENCEMENT OF WORK. CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO UTILITIES DURING THE COURSE OF CONSTRUCTION.
4. WRITTEN DIMENSIONS SHALL GOVERN OVER SCALED DIMENSIONS.
5. THE CONTRACTOR SHALL REFER TO THE SPECIFICATIONS FOR ADDITIONAL INFORMATION AND REQUIREMENTS ASSOCIATED WITH THE LANDSCAPE AND ACCESSORIES.
6. ALL PLANT MATERIALS SHALL MEET ANSI Z60.1 STANDARDS FOR CALIPER, HEIGHT AND ROOT BALL SIZE. ANY MATERIALS THAT DO NOT MEET OR EXCEED SUCH STANDARDS SHALL BE REJECTED AND REPLACED AT THE CONTRACTOR'S EXPENSE.
7. BALLED AND BURLAPPED TREES SHALL HAVE THE TOP HALF OF THE WIRE BASKET REMOVED. THE BURLAP SHALL BE REMOVED TO THE GREATEST EXTENT POSSIBLE, USING A KNIFE TO CUT AND REMOVE THE BOTTOM HALF UNDER THE WIRE BASKET THAT REMAINS.
8. QUANTITIES ARE SHOWN FOR CONVENIENCE ONLY. CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES



1 PLANTING PLAN
1" = 30'-0"

PLANT SCHEDULE

TREES	QTY	BOTANICAL / COMMON NAME	SIZE/COND.	REMARKS
FC	2	PISTACIA CHINENSIS CHINESE PISTACHE	3" CAL / B4B	SINGLE, STRAIGHT LEADER, MATCHING, APPROX. 8' HT AT PLANTING, APPROX. 30' HT MATURE
QMA	1	QUERCUS MACROCARPA BURR OAK	3" CAL / B4B	SINGLE, STRAIGHT LEADER, MATCHING APPROX. 8' HT AT PLANTING, APPROX. 30' HT MATURE
QM	3	QUERCUS MUEHLENBERGII CHINKAPIN OAK	3" CAL / B4B	SINGLE, STRAIGHT LEADER, MATCHING APPROX. 8' HT AT PLANTING, APPROX. 30' HT MATURE
ORNAMENTAL TREES	QTY	BOTANICAL / COMMON NAME	SIZE/COND.	REMARKS
PM	1	PRUNUS MEXICANA MEXICAN PLUM	3" CAL / B4B	MULTI-TRUNK, FULL, MATCHING
SHRUBS	QTY	BOTANICAL / COMMON NAME	SIZE	REMARKS
EU	53	ELEAGNIUS FRUITLANDI ELEAGNIUS	5 GAL	FULL, MATCHING, 24" HT AT PLANTING MIN.
LC	80	LEUCOPHYLLUM CANDIDUM 'COMPACTA' DWARF TEXAS SAGE	5 GAL	FULL, MATCHING, 24" HT AT PLANTING MIN.



VICINITY MAP
(NOT TO SCALE)

INTERIM REVIEW
THESE DOCUMENTS ARE INTENDED FOR
INTERIM REVIEW ONLY AND NOT FOR
REGULATORY APPROVAL/PERMITTING, OR
CONSTRUCTION.
REGISTERED LANDSCAPE ARCHITECT
MARK R. COBB
TEXAS REGISTRATION NUMBER 3129

CASE NUMBER: DP21-17

		10/13/2022	PARKING EXPANSION				
		09/29/2021	100% REVIEW SET				
		08/20/2021	ISSUE FOR PERMIT				
NO.		DATE		ISSUE			
 Pacheco Koch a Westwood company				7557 RAMBLER ROAD SUITE 1400 DALLAS, TX 75231 972.235.3031			
LANDSCAPE PLAN							
PROJECT MARS							
PARKING LOT ADDITION							
WINTERGREENBBI, LTD. LOT1, BLOCK A (8.666 ACRES) W.M. HOWERTON SURVEY, ABST. NO. 559							
CITY OF LANCASTER, DALLAS COUNTY, TX							
DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.	
MRC	CJD	OCT. 2022	AS SHOWN			L2.01	

TX REG. ENGINEERING FIRM F-469
TX REG. SURVEYING FIRM LS-10008000

PK FILE: 2817-21.196

PROJECT MARS

CITY OF LANCASTER CITY COUNCIL

City Council Special Work Session and Regular Meeting

13.

Meeting Date: 11/14/2022

Policy Statement: This request supports the City Council 2022-2023 Policy Agenda

Goal(s): Quality Development

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

Agenda Caption:

Z22-17 Conduct a public hearing and consider a Specific Use Permit (SUP) to allow for a Minor Auto Repair facility on property zoned Commercial Highway (CH) Medical District Overlay with a Specific Use Permit (SUP) for Outside Display and Storage, addressed as 1452 North I-35E located north of the intersection of North I-35 and Pleasant Run Road known as Lots 8, 9 & PT LT 10, Block A, out of the Beckley City Lots Addition.

Background:

1. **Location and Size:** The property is addressed as 1452 North I-35E located north of the intersection of North I-35 and Pleasant Run Road. It is 1.35 acres in size.
2. **Current Zoning:** The subject property is currently zoned Commercial Highway (CH) in the Medical District Overlay - Highway Commercial District (sub-district) with a Specific Use Permit for Outside Display and Storage.
3. **Adjacent Properties:**
 - North: Commercial Highway (CH) - Vacant Lot
 - South: Commercial Highway (CH) - Commercial Uses
 - East: Planned Development (PD) - Undeveloped Lots, Residence, Commercial
 - West: Interstate 35
4. **Comprehensive Plan Compatibility:** The Future Land Use Plan of the Comprehensive Plan designates the subject property as Suburban Mixed Use. The Suburban Mixed-Use is meant to create regional destinations, including entertainment venues, regional-oriented retail, and lifestyle centers. The proposed Minor Auto Repair is not consistent with the Comprehensive Plan.
5. **Case History:**

Date	Body	Action
05/24/1999	Council	Approved SUP 18-99 allowing outside storage and display
06/11/2007	Council	Approved Medical District Overlay
10/04/2022	P&Z	Recommended approval with conditions

Operational Considerations:

The request to consider a SUP for the subject property is the result of a notice of violation issued to the property owner by the City's Building Official on August 11, 2021 for building without a permit and the expanded outside storage. In 1999, City Council approved a SUP to allow for outside storage and display on the property (not related to Tire King); however, the SUP did not allow for expansion of the building, or any additional auto-related uses, otherwise not allowed. Auto service center uses that are minor repair are defined as Minor Auto Repair in the LDC. Minor Auto Repair requires a SUP. Due to the permit being issued in error, the use is considered nonconforming and does not allow expansion of the structure. Per LDC Section 14.408 (C)(3) Non-Conforming Uses, Structures and Sites states, "No existing building or premises devoted to a use that is not permitted by this Ordinance in the district in which such building or premises is located shall be enlarged or altered in a way which increases its nonconformity". From 2015 to 2019 there have been several expansions/additions done to the property without permits. As the applicant intends to bring the property into compliance and address the violation to continue to operate a minor auto repair shop, a SUP is required in the CH base zoning district.

The applicant is proposing to use the property as a single tenant for minor auto repair uses. The facility proposes 6,600 s.f. of existing indoor repair space, 5,380 s.f. outdoor repair space under the oversized canopy, 1,600 s.f. of additional future building space, and approximately 4,000 s.f. outside storage for tires.

Properties zoned Commercial Highway are located in a corridor that serves as the gateway into the City of Lancaster. This area is meant to provide everyday goods and services for residents, including entertainment venues, regional-oriented retail, and lifestyle centers. Intense uses are not appropriate along this corridor and should be considered on a SUP basis to ensure compatibility, and enhanced developments are provided, and meet City Council's vision for the Commercial Highway corridor. The subject property is located in a highly traveled corridor where residents of the City and visitors drive through; therefore, it is important to promote businesses that attract quality commercial development. Auto repair uses detract from the overall aesthetic of the area, and could negatively impact the corridor. Staff recommends the building be reduced to the original building footprint, with no outside storage, based on the City Council's vision for the area.

Since the Planning and Zoning Commission meeting, the applicant has provided a landscape plan to provide additional landscaping at the front of the property.

Legal Considerations:

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

Public Information Considerations:

On September 23, 2022, a notice for this public hearing appeared in the Focus Daily Newspaper. Staff also mailed notices to all property owners within 200-feet and posted a sign on the subject site. Staff has received one letter in support, and no opposition.

Options/Alternatives:

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

Recommendation:

on October 4, 2022, the Planning and Zoning Commission recommended approval of the SUP with the following conditions: 1) No outside storage shall be allowed; 2) The SUP shall be tied to Tire King and will not transfer to another property owner/tenant. If the owner/tenant changes, a new SUP will be required; and 3) Outside repair is allowed. Staff does not concur and has the following conditions for improvement should the request be approved: 1) No outside storage shall be allowed; 2) The use shall not be expanded beyond the original footprint of the building; 3) Outside repair is not allowed; and 4) The SUP shall be tied to Tire King and will not transfer to another property owner/tenant. If the owner/tenant changes, a new SUP will be required.

Attachments

Ordinance

Location Map

Letter of Intent

Comprehensive Plan Excerpt

Site Plan

Landscape Plan

Letter of Support

P&Z Staff Report

October 4, 2022 P&Z Draft Minutes

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, GRANTING A SPECIFIC USE PERMIT (SUP) ON AN APPROXIMATELY 1.35 ACRE TRACT FOR MINOR AUTO REPAIR WITH THE FOLLOWING CONDITIONS: 1) NO OUTSIDE STORAGE SHALL BE ALLOWED; 2) THE SUP SHALL BE TIED TO ALAA AL JABARI (TIRE KING) AND WILL NOT TRANSFER TO ANOTHER PROPERTY OWNER/TENANT. IF THE OWNER/TENANT CHANGES, A NEW SUP WILL BE REQUIRED; AND 3) NO OUTSIDE REPAIR SHALL BE ALLOWED ON THE PROPERTY ADDRESSED AS 1452 NORTH I-35E, LOCATED NORTH OF THE INTERSECTION OF NORTH I-35 AND PLEASANT RUN ROAD, IN THE CITY OF LANCASTER, DALLAS COUNTY, TEXAS PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission and the City Council, in accordance with the City's Code of Ordinances, state law and all other applicable ordinances of the City, have given the required notices and have held the required public hearings regarding the amendment of the City's zoning laws by changing the zoning on the property referenced above; and

WHEREAS, all legal requirements, conditions and prerequisites have been complied with prior to the case coming before the City Council for the City of Lancaster, including all mandated public notices and public hearings; and

WHEREAS, the City Council, after determining that all legal requirements of notice and hearing have been met, has determined that the following amendment would provide for and would be in the best interest of the health, safety, morals and general welfare of the City.

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

SECTION 1. All of the above premises are hereby found to be true and correct and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. From and after the effective date of this Ordinance, the Zoning Case No. Z22-17, the zoning map of the City of Lancaster, be hereby amended to grant an SUP Minor Auto Repair with the following conditions: 1) No outside storage shall be allowed; 2) The SUP shall be tied to Alaa Al Jabr (Tire King) and will not transfer to another property owner/tenant. If the owner/tenant changes, a new SUP will be required; and 3) No outside repair shall be allowed on the property addressed at 1452 North I-35E located north of the intersection of North I-35 and Pleasant Run Road. The City's Zoning Map shall be amended to reflect the zoning amendment referenced herein.

SECTION 3. The property shall be developed and used in accordance with the development standards under the Lancaster Development Code and ordinances of the City of Lancaster.

SECTION 4. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 5. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6. Any person, firm, corporation or business entity violating this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be subject to a fine not to exceed \$2,000.00, and each day that such violation shall continue shall be considered a separate offense. These penal provisions shall not prevent an action on behalf of the City of Lancaster to enjoin any violation or threatened violation of the terms of this Ordinance, or an action for mandatory injunction to remove any previous violation hereof.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 14th day of November, 2022.

ATTEST:

Sorangel O. Arenas, City Secretary

APPROVED:

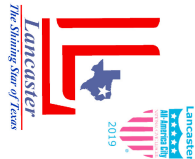
Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

City of Lancaster

1452 N I-35 Service Rd Zoned: CH



DISCLAIMER / LIMITATION OF LIABILITY
The information on this map is provided by the City of as a public service. We are continually updating the data in order to provide the most accurate information possible. Such information is intended for reference only. The City of Lancaster does not guarantee the accuracy of the information, data or maps. All information is provided "As-Is" without warranty of any kind.



0 40 80 160 Feet

Date: 9/29/2022



ZONE SYSTEMS, INC.

September 6, 2022

Nyliah Acosta
Planning Department
City of Lancaster
211 N. Henry Street
Lancaster, TX 75146

RE: 1452 N. IH 35

Dear Nyliah:

Tire King, the business at 1452 N. IH 35 has been in business for 13 years. It is a Nonconforming use. The owner, Mr. Alhjabri did not understand nonconforming uses and violated the zoning ordinance on this property by illegally adding floor area to the property.

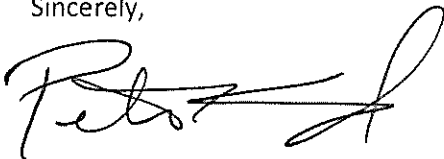
This request is made to make the use conforming. Then the owner will obtain the proper permits to expand the floor area of the property.

Attached is the proposed site plan required for this request.

Please contact me with any questions.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Peter Kavanagh', with a stylized flourish at the end.

Peter Kavanagh

Enc.

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

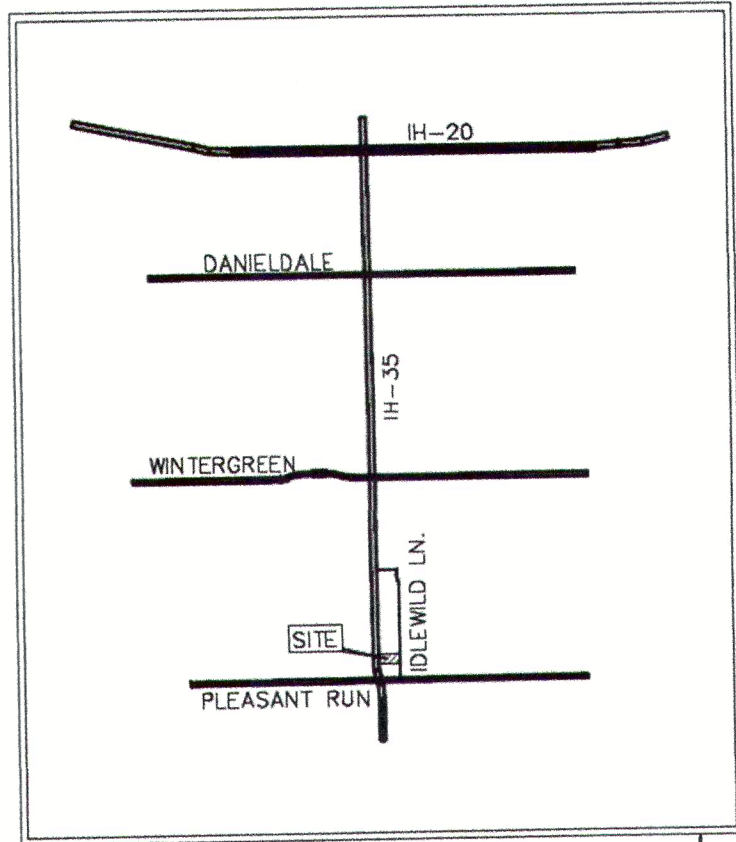
Regional retail, urban residential, senior housing, hotels, professional office, restaurants, multi-tenant commercial, live/work/shop units

Secondary Land Uses

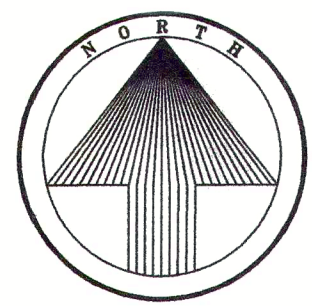
Civic and institutional uses, parks

Precedent Photos



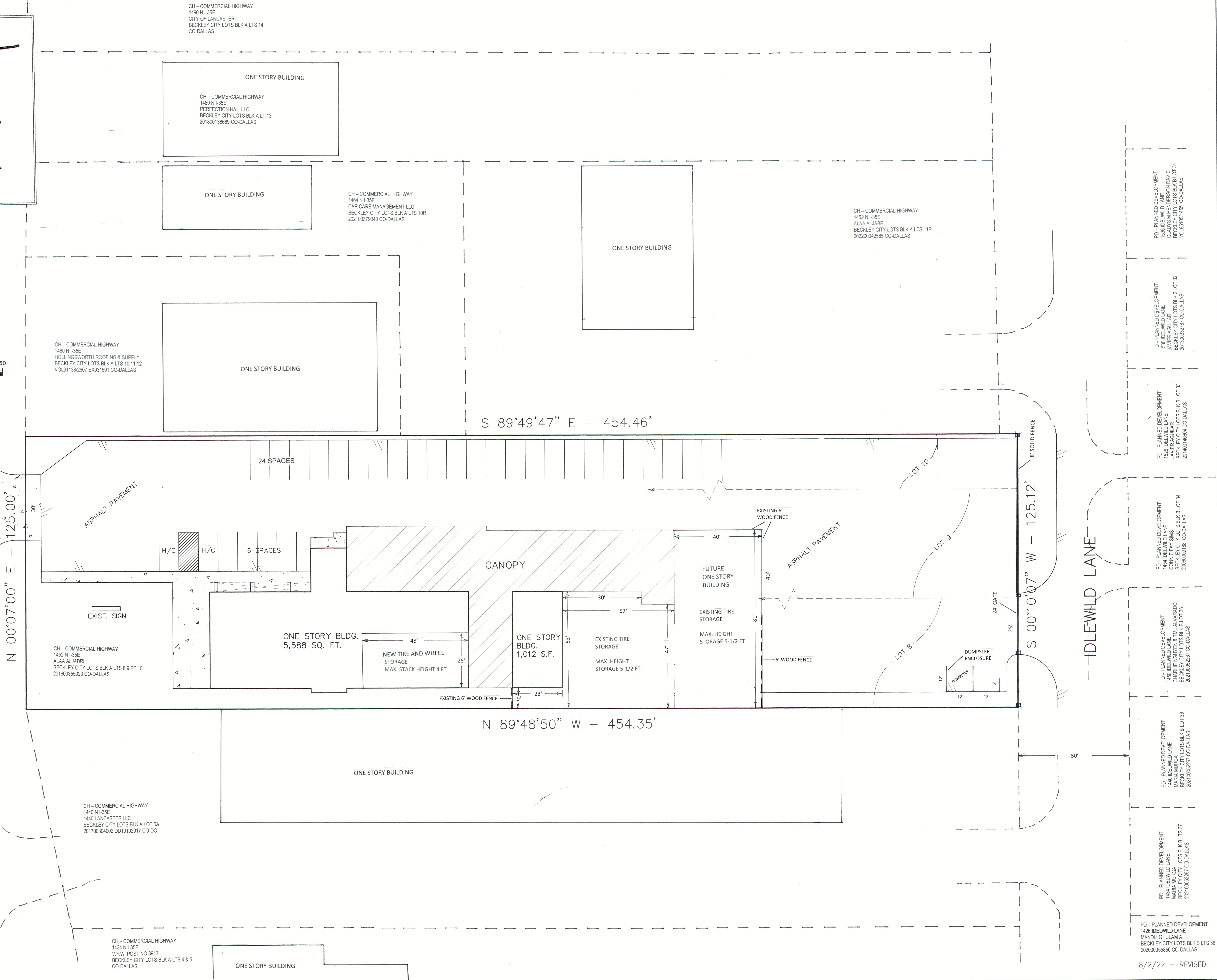


VICINITY MAP
N.T.S.



0 10 20 40 60
GRAPHIC SCALE IN FEET
1" = 20'

INTERSTATE HIGHWAY 35



PARKING PLAN

PARKING 1:500 SF	AREA	SPACES
Inside Repair	6,600 SF	13
Canopy	5,380 SF	11
Future Building	1,600 SF	3
Parking Required	13,580 SF	27
Parking Available		30

SITE PLAN SUMMARY

ZONING	Commercial Highway
USE OF STRUCTURE	Tire Shop
PROPOSED USE	Tire Shop
LOT AREA	56,750 SF / 1.30 AC
BUILDING-Inside	6,600 SF
CANOPY	5,380 SF
FUTURE BUILDING	1,600 SF
BUILDING-Total	13,580 SF
LOT COVERAGE	25%
PARKING	30
FIRE SPRINKLER	NO
TREE SURVEY	None on property

SPECIFIC USE PERMIT
CASE NO. : 222-17

SITE PLAN

TIRE KING
BLOCK A LOTS 8, 9, Part of LOT 10
BECKLEY CITY LOTS
1.30 ACRES
1452 N I-35E
LANCASTER, TEXAS

AUGUST 5, 2022

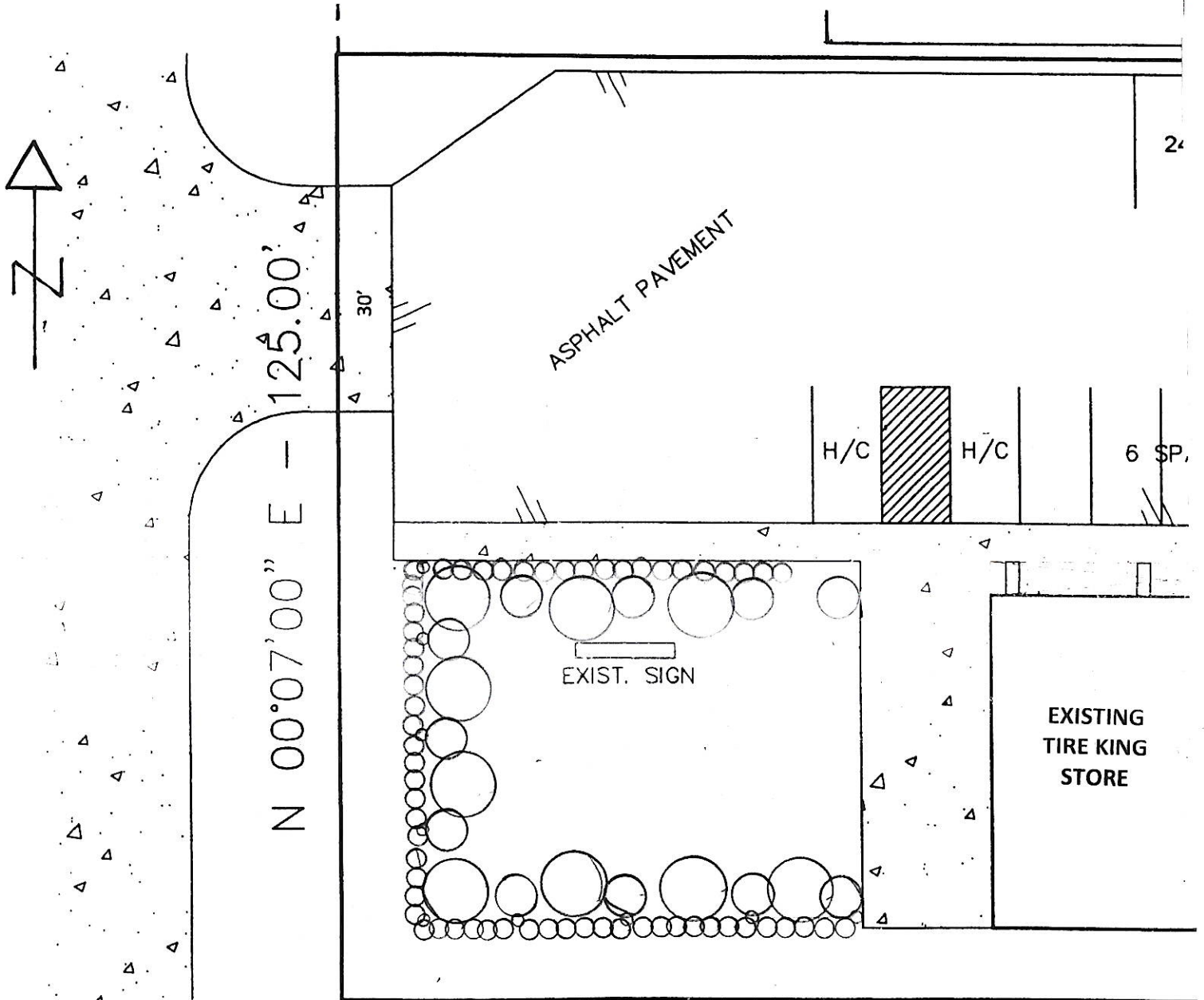
OWNER: ALAA ALJABRI
1452 N I 35 E
LANCASTER, TEXAS 751342602

SUBMISSION/CHANGE DATE
9.21.2022

8/2/22 - REVISED

LANDSCAPE PLAN

FRONT AREA TIRE KING



	PLANT NAME	BOTANICAL	SIZE
○	Shrub Boxwood	Buxus ssp	3 GAL.
○	Shrub Texas Sage	Leucopbyllum furlescens	3 GAL.
○	Tree Crapemyrtle	Lagerstroemia indica	6 FT.



NOTICE OF PUBLIC HEARING

TO: Property Owner

RE: **Case No. Z22-17** to consider 1452 N I-35E for a Specific Use Permit to allow for Auto Repair Minor in the City of Lancaster, Dallas County, Texas.

LOCATION: The property is addressed at 1452 N I-35E located north of the intersection of N I-35 and Pleasant Run Road.

EXPLANATION OF REQUEST: Conduct a public hearing and consider a Specific Use Permit (SUP) to allow for Minor Auto Repair uses at the existing Tire King.



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

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

COMMENTS:

It will fit in ~~to~~ our community.

SIGNATURE: *Edward Smith*

ADDRESS: *1480 Norder I35 E
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 4, 2022 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 24, 2022 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, October 3, 2022** 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



CITY OF LANCASTER BOARDS AND COMMISSIONS

Planning & Zoning Commission

Item 3.

Meeting Date: 10/04/2022

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

Goal(s): Sound Infrastructure
Quality Development

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

Agenda Caption:

Z22-17 Conduct a public hearing and consider a Specific Use Permit (SUP) to allow for Minor Auto Repair on property zoned Commercial Highway (CH) Medical District Overlay addressed at 1452 North I-35E located north of the intersection of North I-35 and Pleasant Run Road known as Lots 8, 9 & PT LT 10, Block A, out of the Beckley City Lots Addition.

Background:

1. **Location and Size:** The property is addressed at 1452 North I-35E located north of the intersection of North I-35 and Pleasant Run Road. It is 1.35 acres in size.
2. **Current Zoning:** The subject property is currently zoned Commercial Highway (CH) in the Medical District Overlay - Highway Commercial District (sub-district)
3. **Adjacent Properties:**
North: Commercial Highway (CH) - Vacant Lot
South: Commercial Highway (CH) - Commercial Uses
East: Planned Development (PD) - Undeveloped Lots, Residence, Commercial
West: Interstate 35
4. **Comprehensive Plan Compatibility:** The Future Land Use Plan of the Comprehensive Plan designates the subject property as Suburban Mixed Use. The Suburban Mixed-Use is meant to create regional destinations, including entertainment venues, regional-oriented retail, and lifestyle centers. The proposed Minor Auto Repair is not consistent with the Comprehensive Plan.

5. Case History:

Date	Body	Action
05/24/1999	Council	Approved SUP 18-99 allowing outside storage and display
06/11/2007	Council	Approved Medical District Overlay

Operational Considerations:

The request to consider an SUP for the subject property is the result of a notice of violation issued to the property owner by the City's Building Official on August 11, 2021 for building without a permit and the expanded outside storage. In 1999, City Council approved an SUP to allow for outside storage and display on the property; however, the SUP did not allow for expansion of the building, or any additional auto-related uses, otherwise not allowed. The use of a Tire Shop is not defined in the Lancaster Development Code (LDC). Auto service center uses that are minor repair are defined as Minor Auto Repair in the LDC. When the Certificate of Occupancy was issued in 2013 for a Tire Shop, If the intent was to do minor auto repair, an SUP would've been required to both operate and modify the conditions of an existing SUP. Per the LDC Section 14.408 (C)(3) Non-Conforming Uses, Structures and Sites states, "No existing building or premises devoted to a use that is not permitted by this Ordinance in the district in which such building or premises is located shall be enlarged or altered in a way which increases its nonconformity". From 2015 to 2019 there have been several expansions/additions done to the property without permits. As the applicant intends to bring the property into compliance and address the violation to continue to operate a minor auto repair shop, an SUP is required in the CH base zoning district.

The applicant is proposing to use the property as a single tenant for minor auto repair uses. The facility proposes 6,600 s.f. of existing indoor repair space, 5,380 s.f. outdoor repair space under the oversized canopy, 1,600 s.f. of additional future building space, and approximately 4,000 s.f. outside storage for tires.

Properties zoned Commercial Highway are located in a corridor that serves as the gateway into the City of Lancaster. This area is meant to provide everyday goods and services for residents, including entertainment venues, regional-oriented retail, and lifestyle centers. Intense uses are not appropriate along this corridor and should be considered on an SUP basis to ensure compatibility, and enhanced developments are provided, and meet City Council's vision for the Commercial Highway corridor. Staff recommends the building be reduced to the original building footprint, with no outside storage, based on the City Council's vision for the area.

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 23, 2022, a notice for this public hearing appeared in the Focus Daily Newspaper. Staff also mailed notifications of this public hearing to all property owners that are within 200-feet of the subject site. At the time of this report, staff has not received letters in support or opposition.

Options/Alternatives:

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

Recommendation:

Staff recommends approval of the SUP with the following conditions for improvement: 1) No outside storage shall be allowed; 2) The use shall not be expanded beyond the original footprint of the building; 3) The SUP shall be tied to Tire King and will not transfer to another property owner/tenant. If the owner/tenant changes, a new SUP will be required.

Attachments

Location Map

MINUTES

PLANNING AND ZONING COMMISSION REGULAR MEETING OF OCTOBER 4, 2022

The Planning and Zoning Commission of Lancaster, Texas, met in a Regular Meeting in the Council Chambers of City Hall on October 4, 2022, at 7:00 p.m. with a quorum present to-wit:

Commissioners Present:

Temika Whitfield, Chair
Isabel Aguilar, Vice Chair
Taryn Walker
Lawrence Prothro
Spencer Hervey, Alternate

Commissioners Absent:

Petra Covington

City Staff Present:

Vicki Coleman, Director of Development Services
Nyiah Acosta, Planning Manager

Call to Order

Chair Whitfield called the meeting to order at 7:00 p.m. on October 4, 2022.

Public Testimony:

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

There were no speakers.

CONSENT AGENDA:

- 1. Consider approval of minutes from the Planning and Zoning Commission Regular Meetings held on August 2, 2022 and September 6, 2022**

MOTION: Commissioner Hervey made a motion, seconded by Commissioner Walker to approve the consent agenda. The vote was 5 for 0 against. [Covington absent]

PUBLIC HEARING:

2. **M22-33 Conduct a public hearing and consider two requests to amend the 2020 Master Thoroughfare Plan of the City of Lancaster's Comprehensive Plan by: 1) Realigning Sunrise Road; and 2) Extending the Sunrise Road Connector from the existing Sunrise Road to the proposed realigned Sunrise Road.**

The Commission had general questions as to what the request was for. Staff explained that the request is a follow-up to the Resolution that was adopted by Council to re-align Sunrise Road.

Chair Whitfield opened the public hearing.

There were no speakers.

MOTION: Commissioner Walker made a motion to close the public hearing, seconded by Commissioner Hervey. The vote was cast 5 for, 0 against. [Covington absent]

MOTION: Commissioner Walker made a motion to approve Item 2, seconded by Commissioner Hervey. The vote was 5 for 0 against. [Covington absent]

3. **Z22-17 Conduct a public hearing and consider a Specific Use Permit (SUP) to allow for Minor Auto Repair on property zoned Commercial Highway (CH) Medical District Overlay addressed at 1452 North I-35E located north of the intersection of North I-35 and Pleasant Run Road known as Lots 8, 9 & PT LT 10, Block A, out of the Beckley City Lots Addition.**

Chair Whitfield opened the public hearing.

The applicant, Peter Kavanaugh, provided information on the operation and reason for the request to the SUP.

The property Owner, Alaa Al Jabri, spoke stating he was not aware he needed a permit to add onto the building.

The Commission had questions regarding what minor repair work is done on the vehicles and how long the owner has been in operation.

MOTION: Commissioner Walker made a motion to close the public hearing, seconded by Commissioner Hervey. The vote was cast 5 for, 0 against. [Covington absent]

MOTION: Commissioner Walker made a motion to approve Item 3 with conditions, seconded by Commissioner Prothro. The vote was 3 for 2 against [Aguilar, Whitefield]; [Covington absent]

Planning and Zoning Commission recommended approval of the SUP with the following conditions: 1) No outside storage shall be allowed; 2) The SUP shall be tied to Tire King and will not transfer to another property owner/tenant. If the owner/tenant changes, a new SUP will be required; and 3) Outside repair is allowed.

ADJOURNMENT:

MOTION: Vice Chair Aguilar made a motion to adjourn, seconded by Commissioner Walker. The vote was 5 for 0 against. [Covington absent]

The meeting was adjourned at 8:14 p.m.

ATTEST:

APPROVED:

Vicki Coleman, Director of Development Services

Temika Whitfield, Chair

CITY OF LANCASTER CITY COUNCIL

City Council Special Work Session and Regular Meeting

14.

Meeting Date: 11/14/2022

Policy Statement: This request supports the City Council 2022-2023 Policy Agenda

Goal(s): Financially Sound Government
Healthy, Safe & Engaged Community
Sound Infrastructure
Quality Development
Professional and Committed City Workforce

Submitted by: Opal Mauldin-Jones, City Manager

Agenda Caption:

In accordance with Chapter 551 of the Texas Government Code (the Texas Open Meetings Act), the City Council may meet in executive session to discuss the following:

1. Section 551.071 (2 legal advice) of the Texas Government Code, the City Council shall convene in executive session to confer with the City's attorney to discuss the proposed special purpose Local Government Corporation (LGC).
2. Section 551.071 of the Texas Government Code, the City Council shall convene in executive session to confer with the City's attorney to discuss pending, threatened, contemplated or potential related litigation in regard to Real Property located at 632 Reindeer Road.

LANCASTER CITY COUNCIL

City Council Special Work Session and Regular Meeting

15.

Meeting Date: 11/14/2022

Policy Statement: This request supports the City Council 2022-2023 Policy Agenda

Goal(s):

- Financially Sound Government
- Healthy, Safe & Engaged Community
- Sound Infrastructure
- Quality Development
- 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.