



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

**Monday, December 11, 2023 - 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/j/86989864567?pwd=VEwxQ0g0SWs5bDNXeFlxQURZMGRXdz09>

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

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

**7:00 P.M. REGULAR MEETING:**

**CALL TO ORDER**

**INVOCATION:** Lancaster Interdenominational Ministerial Alliance

**PLEDGE OF ALLEGIANCE:** Councilmember Marco Mejia

**PROCLAMATION:**

**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 a resolution authorizing a first amendment to the agreement with Tera Tech, Inc. for debris removal monitoring and emergency management consulting in the event of a disaster
2. Consider approval of minutes from the Special Meeting held on September 25, 2023, and the Regular Meeting held on October 9, 2023.

3. Consider a resolution amending the City Council Expenses, Meetings & Travel Reimbursement Policy.
4. Consider an amendment to Ordinance No. 2022-09-37 amending the Golf Course fund for Fiscal Year 2022-2023.
5. Consider a resolution declaring the official intent to reimburse expenses incurred for the purchase of land, design, construction and any other associated fees for fire station four.

**ACTION:**

6. M24-10 Discuss and consider a resolution authorizing the City Manager to execute a Development Agreement with CP Lancaster Land LP., relating to building materials for the development of the properties addressed as 901, 903, 905, 907, and 1104 E. Belt Line Road, and 900 & 1000 Greene Road being a 136.07 acre tract of land.

**PUBLIC HEARING:**

7. Z24-1 Conduct a public hearing and consider an ordinance to change the zoning from Light Industrial (LI), Agricultural Open (AO), Lanport Overlay Business Park Sub-District to a Planned Development with Data Center uses, and limited Lanport Overlay Business Park Sub-District uses, on a property addressed as 901, 903, 905, 907, & 1104 E. Belt Line Road and 900 & 1000 Greene Road being a 136.07 acre tract of land. The CP Beltline North Planned Development District will do the following: 1) Define Data Center; 2) Allow for data centers and limited Business Park Sub-District uses; 2) Increase the maximum allowable building height to 110-feet from the current 45-feet or 3-stories, as outlined in the Lanport Overlay; and 3) Provide a parking ratio consistent with a Data Center's working population.
8. Z24-2 Conduct a public hearing and consider the revocation of a Specific Use Permit. The property is addressed as 1452 N. I-35E, located north of the intersection of N. I-35E and W. Pleasant Run Road known as Lot 8, 9, & part of Lot 10 out of the Beckley City Lots Addition, Dallas County, City of Lancaster, Texas.

**ACTION:**

9. Discuss and consider a resolution approving the City of Lancaster Public Improvement District (PID) Advisory Board Appointments.
10. Discuss and consider confirmation of Civil Service Commission appointment as designated by the City Manager.
11. Discuss and consider confirmation of appointments made by the Mayor for appointments to the City of Lancaster Zoning Board of Adjustment.
12. Discuss and consider the annual appointments to City of Lancaster Boards and Commissions.

**EXECUTIVE SESSION:**



13. The City Council shall convene into closed executive session pursuant to Texas Gov't Code Section 551.071(1)(a) (pending or contemplated litigation) to seek legal advice from the City Attorney re:
- 1. In re: Aqueous Film-Forming Foam Products Liability Litigation MDL, pending in the U.S. District Court for the S.D. of South Carolina, related proposed 3M Global Settlement, and related matters
  - 2. Dallas County Master Capital Improvement (MCIP) project 31403, Pleasant Run Road improvements.
14. Reconvene into open session. Consider and take appropriate action(s), if any, on closed/executive session matters.

## **ADJOURNMENT**

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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.

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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.

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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.

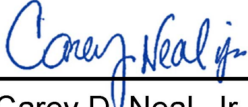
PURSUANT TO SECTION 30.07 PENAL CODE (TRESPASS BY HOLDER WITH AN OPENLY CARRIED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A HANDGUN THAT IS CARRIED OPENLY.

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.

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### Certificate

I hereby certify the above Notice of Meeting was posted at Lancaster City Hall on December 8, 2023, @ 4:00 p.m. and copies thereof were provided to the Mayor, Mayor Pro-Tempore, Deputy Mayor Pro-Tempore and Council members.

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

Carey D. Neal, Jr.  
Deputy City Manager

# CITY OF LANCASTER CITY COUNCIL

## City Council Regular Meeting

1.

**Meeting Date:** 12/11/2023

**Policy Statement:** This request supports the City Council 2023-2024 Policy Agenda

**Goal(s):** Financially Sound Government  
Sound Infrastructure

**Submitted by:** Chris Youngman Emergency Management Chief

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### **Agenda Caption:**

Consider a resolution authorizing a first amendment to the agreement with Tera Tech, Inc. for debris removal monitoring and emergency management consulting in the event of a disaster

### **Background:**

In December 2018 the City of Lancaster issued a request for proposal (2018-70) for disaster debris monitoring and consulting services. The RFP closed in January 2019. Four (4) companies reviewed and submitted proposals. Council discussed and received a work session presentation on September 16, 2019. The agreement was approved by City Council February 24, 2020.

### **Operational Considerations:**

The contracts will be activated in primary (Tetra Tech Inc.), secondary and tertiary order contingent upon the City's response needs and recovery efforts. The agreement is one (1) year from the original effective date February 24, 2020, and shall automatically renew for up to four (4) additional one -year terms, unless otherwise terminated with the agreement.

### **Legal Considerations:**

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

### **Public Information Considerations:**

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

### **Fiscal Impact:**

Contracts are for unit pricing as proposed by the vendor. No funds will be expended without an actual disaster requiring activation of one or more of the contracts. To the extent that the City of Lancaster request Tera Tech's assistance, the provided positions and hourly rates would apply.

### **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 AGREEING TO A FIRST AMENDMENT OF THE AGREEMENT WITH TETRA TECH, INC. TO PROVIDE DEBRIS REMOVAL MONITORING AND EMERGENCY MANAGEMENT CONSULTING FOR THE CITY OF LANCASTER, TEXAS; PROVIDING FOR A REPEALER CLAUSE, PROVIDING FOR A SAVINGS CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City and Tetra Tech, Inc. have previously entered into an Agreement to Provide Debris Removal Monitoring and Emergency Management Consulting for the City of Lancaster, dated February 24, 2020 for emergency management and monitoring services; and

**WHEREAS**, in order to conform with federal regulations promulgated by FEMA, an amendment is needed to the existing Agreement

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

**SECTION 1.** The existing debris removal monitoring and emergency management consulting agreement with Tera Tech Inc. is hereby amended. Per the terms of the terms of the first agreement attached as "exhibit A"

**SECTION 2.** The City Manager or her designee, is authorized to sign the amendment in accordance with this resolution

**SECTION 3.** All provisions of any and all other Resolutions of the City found to be in conflict with the provisions of this Resolution are hereby repealed, and all other provisions of such other Resolutions not in conflict with the provisions of this Resolution shall remain in full force and effect.

**SECTION 4.** Should any word, sentence, paragraph, subdivision, clause, phrase or section of this Resolution, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said Resolution, which shall remain in full force and effect.

**SECTION 5.** This Resolution shall become effective immediately from and after its passage and approval.

**DULY PASSED** and approved by the City Council of the City of Lancaster, Texas, on this the 11th day of December, 2023.

**ATTEST:**

**APPROVED:**

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Sorangel O. Arenas, City Secretary

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Clyde C. Hairston, Mayor

**APPROVED AS TO FORM:**

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David T. Ritter, City Attorney

**FIRST AMENDMENT  
to the  
AGREEMENT TO PROVIDE DEBRIS REMOVAL MONITORING  
AND EMERGENCY MANAGEMENT CONSULTING  
FOR THE CITY OF LANCASTER, TEXAS**

This **FIRST AMENDMENT** to the **AGREEMENT TO PROVIDE DEBRIS REMOVAL MONITORING AND EMERGENCY MANAGEMENT CONSULTING** (hereinafter referred to as the "Agreement") is made and entered into by and between the **CITY OF LANCASTER, TEXAS**, a Texas home-rule municipality (hereinafter referred to as the "City"), and **TETRA TECH, INC.**, a Delaware Corporation with authorization to do business in the State of Texas (hereinafter "Monitor") for the purposes and considerations stated below:

**WHEREAS**, the City and Monitor have previously entered into an Agreement to Provide Debris Removal Monitoring and Emergency Management Consulting for the City of Lancaster, dated February 24, 2020 for emergency management and monitoring services; and

**WHEREAS**, in order to conform with federal regulations promulgated by FEMA, an amendment is needed to the existing Agreement;

**NOW, THEREFORE**, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and per the authority and procedures of Article 20 to the Agreement, the City and Monitor agree to the following amendment (the "First Amendment") to the Agreement as follows:

**Amendment No. 1:**

Article 3, Term, is hereby amended as follows by amending the section as follows:

The term of this Agreement is one (1) year from the original effective date of February 24, 2020, and shall automatically renew for up to four (4) additional one-year terms, unless otherwise terminated in accordance with the Agreement.

**Amendment No. 2:**

Article 23, Modification of Work, is hereby amended by amending the first sentence as follows:

The Owner reserves the right to make changes in the services, including alterations, reductions therein, or additions thereto; however, any such changes shall be consistent with the Scope of Services

attached to the Agreement as Exhibit "A," and federally approved standards, including, but not limited to the Interim Public Assistance Debris Monitoring Guide published by FEMA.

\* \* \* \* \*

**UNLESS EXPRESSLY MODIFIED BY THE TERMS OF THIS AMENDMENT OR A SUBSEQUENT AMENDMENT IN WRITING AND SIGNED BY BOTH PARTIES, THE TERMS, CONDITIONS, AND OBLIGATIONS OF THE AGREEMENT CONTINUE IN FULL FORCE AND EFFECT.**

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be duly executed.

**CITY:**

**CITY OF LANCASTER, TEXAS,**  
A Texas home-rule municipality

By: \_\_\_\_\_  
Opal Mauldin-Jones, City Manager

Date: \_\_\_\_\_

**MONITOR:**

**TETRA TECH, INC.**  
A Delaware Corporation

By:  \_\_\_\_\_  
Jonathan Burgiel

Date: 10/1/2023 \_\_\_\_\_

**RESOLUTION NO. 2020-02-20**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, AWARDED AND APPROVING AGREEMENTS FOR DISASTER DEBRIS MONITORING AND CONSULTING SERVICES TO TETRA TECH INC, TRUE NORTH EMERGENCY MANAGEMENT LLC, AND DEBRIS TECH LLC; AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENTS ON BEHALF OF THE CITY OF LANCASTER, TEXAS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, in the event of a catastrophic event such as a natural, man-made or technological disaster, the City of Lancaster's ("City") resources may be quickly overwhelmed by the amount of debris generated from such an event; and

**WHEREAS**, during a Presidentially-Declared Disaster, the Federal Emergency Management Agency ("FEMA") requires that the City have a debris monitoring company to monitor the debris removal process from removal of the debris from public rights-of-way to a debris management site and landfill; and

**WHEREAS**, debris monitoring reports and documentation prepared by the debris monitoring company will assist the City in seeking reimbursement for debris management operation through the FEMA Public Assistance Grant Program;

**WHEREAS**, the City publicly advertised a request for proposals for Disaster Debris Monitoring and Consulting Services; and

**WHEREAS**, a committee composed of the Emergency Communications and Emergency Management Superintendent, Public Works/Streets Superintendent, Purchasing Manager and the Regional Emergency Management Coordinator reviewed and evaluated the proposals submitted to the City and has recommended that the City Council award and approve an agreements for primary, secondary and tertiary Debris Monitoring and Consulting Services to Tetra Tech INC. (Primary), True North Emergency Management LLC. (Secondary) and Debris Tech LLC. (Tertiary); and

**WHEREAS**, the City Council finds and determines that it is in the best interest of the health, safety and welfare of the citizen of the City to award and approve the recommended agreement.

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

**SECTION 1.** The facts and recitations contained in the above preamble of this Resolution are hereby incorporated herein for all purposes.

**SECTION 2.** The City Council awards and approves the agreements for Disaster Debris Monitoring and Consulting Services to Tetra Tech INC. (Primary), True North Emergency Management LLC. (Secondary) and Debris Tech LLC. (Tertiary) and authorizes the Mayor to execute same and all other related and necessary documents.

**SECTION 3.** All provisions of any and all other Resolutions of the City found to be in conflict with the provisions of this Resolution are hereby repealed, and all other provisions of such other Resolutions not in conflict with the provisions of this Resolution shall remain in full force and effect.

**SECTION 4.** Should any word, sentence, paragraph, subdivision, clause, phrase or section of this Resolution, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said Resolution, which shall remain in full force and effect.

**SECTION 5.** This Resolution shall become effective immediately from and after its passage and approval.

**DULY PASSED** and approved by the City Council of the City of Lancaster, Texas, on this the 24th day of February, 2020.



ATTEST:



Sorangel O. Arenas, City Secretary

APPROVED:



Clyde C. Hairston, Mayor

APPROVED AS TO FORM:



David T. Ritter, City Attorney

Resolution: 2020-02-20

**AGREEMENT TO PROVIDE  
DEBRIS REMOVAL MONITORING AND  
EMERGENCY MANAGEMENT CONSULTING  
FOR  
THE CITY OF LANCASTER**

This Agreement is made as of the 24<sup>th</sup> day of February, 201~~9~~<sup>8</sup>, by and between the City of Lancaster, Texas (hereinafter referred to as the Owner), and Tetra Tech, (hereinafter referred to as the Monitor). In consideration of the mutual covenants and promises contained herein, the Owner and the Monitor agree as follows:

**ARTICLE 1 - SERVICES**

Monitor's responsibility under this Agreement is to provide PRIMARY emergency management and monitoring services, as described in the Scope of Services attached hereto as Exhibit "A". Monitor will provide data and access to information to allow the Owner to closely oversee debris removal contractor's performance under this agreement. This is a non-exclusive agreement. No amount of work is guaranteed under this agreement. The Request for Proposals, RFQ #2018-70, issued by the Owner, is incorporated by reference as part of this Agreement.

As requested by the Owner, additional services may include emergency management preparation/planning services and disaster response services such as damage assessments and assistance with reimbursement/financial recovery. Task orders for additional emergency management services, such as emergency management planning must be approved by the Owner prior to performing services. Prior to beginning development or updating of a planning document (such as a DMP, COOP or CEMP), Provider will deliver to Owner a specific scope, cost and schedule for the services.

**ARTICLE 2 – PAYMENT**

Monitor Fee Schedule is attached hereto as Exhibit. "B." Monitor acknowledges that the Owner will apply for financial assistance from the Federal Emergency Management Agency (FEMA) and/or the Texas Division of Emergency Management (TDEM). Therefore, Monitor represents that it will perform all Services hereunder in a manner, time and place so as to assist with such reimbursement by FEMA or TDEM to the Owner. Monitor shall submit monthly statements for services rendered. Monitor's statements shall be due and payable within 30 calendar days.

**ARTICLE 3 – TERM**

The term of this Agreement is one (1) year, extendable up to four (4) additional one-year terms by mutual agreement of the parties.

#### **ARTICLE 4 – LIABILITY INSURANCE**

The Monitor agrees to and shall procure and maintain during the duration of this Agreement, Monitor's general public liability and property damage insurance, including auto liability and employer's liability coverage, insuring Monitor from all claims from personal injury, including death, and claims for destruction or damage to property arising out of or in connection with any operations under this Agreement, whether such operations are by the Monitor or subcontractor to the Monitor, and said insurance shall name, waive and hold harmless the Owner.

#### **ARTICLE 5 – INSURANCE LIMITS OF LIABILITY**

Insurance shall be written with limits of liability of not less than the following:

1. \$1,000,000 primary limit, for all damages arising out of bodily injury, including death, with umbrella coverage of \$2,000,000.
2. \$1,000,000 primary limit for all property damage, with umbrella coverage of \$2,000,000.

#### **ARTICLE 6 – WORKERS' COMPENSATION INSURANCE**

Monitor shall provide and maintain Workers Compensation Insurance at its expense during the term of this Agreement, in accordance with state workers compensation laws.

#### **ARTICLE 7 – ERRORS AND OMISSIONS**

Monitor shall provide and maintain an errors and omissions policy sufficient to cover the scope of this project. Monitor agrees to provide, if requested, a declaration sheet showing the effective dates and coverage for this policy.

#### **ARTICLE 8 – PERFORMANCE SCHEDULES**

Monitor shall provide progress reports to the Owner on a weekly basis or more frequently as requested by the Owner. Such reports shall contain, at a minimum, total cubic yards collected, daily totals, and description of the geographical areas being addressed by the Debris Removal Contractor.

#### **ARTICLE 9 – TERMINATION**

The Owner may terminate this Agreement upon written notice to the Monitor. The Monitor may terminate this Agreement upon thirty (30) days written notice to the Owner. During such termination period, the Monitor shall continue to diligently perform all of its duties hereunder. After a receipt of a termination notice and except as otherwise directed by the Owner, the Monitor shall: stop work on the date and to the extent specified; terminate and settle all orders and subcontracts relating to the performance of the terminated work; transfer all work in process, completed work, and other materials related to the terminated work as directed by the Owner; and continue and complete all parts of that work that have not been terminated.

## **ARTICLE 10 – PERSONNEL**

The Monitor represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. All of the services required herein under shall be performed by the Monitor or under its supervision and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

## **ARTICLE 11 – SUBCONTRACTING**

Monitor shall be responsible for the compliance of all subcontracting parties with the terms of this Agreement and with any applicable local, state or federal laws or regulations. Monitor shall be solely responsible for timely paying its subcontractors.

## **ARTICLE 12 – LOCAL PREFERENCE**

Monitor will make every effort to utilize local employees, subcontractors, equipment rental, supplies and other locally available resources.

## **ARTICLE 13 - CREDIT**

Monitor shall not pledge the Owner's credit or make the Owner a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Monitor further represents and warrants that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

## **ARTICLE 14 - PERFORMANCE**

Monitor shall perform its obligations hereunder in compliance with all applicable local, state and federal laws and regulations.

## **ARTICLE 15 – FEDERAL AND STATE TAX**

The Monitor shall pay all local, state, and federal taxes which may become due based upon its performance of this Agreement. The Monitor shall be responsible for payment of its own and its share of its employee FICA and Social Security benefits with respect to this Agreement.

## **ARTICLE 16 – REMEDIES**

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or at equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

## **ARTICLE 17 – CONFLICT OF INTEREST**

The Monitor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder.

## **ARTICLE 18 – ACCESS AND AUDITS**

The Monitor shall maintain adequate records to justify all hours incurred and charged in performing the services for at least five (5) years after completion of the Agreement.

## **ARTICLE 19 – NONDISCRIMINATION**

The Monitor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

## **ARTICLE 20– ENTIRETY OF CONTRACTUAL AGREEMENT**

The Owner and the Monitor agree that this Agreement including its amendments sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, deleted, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

## **ARTICLE 21 – AUTHORITY TO PRACTICE**

The Monitor hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its businesses, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the Owner upon request.

## **ARTICLE 22 – SEVERABILITY**

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable as permitted by law.

## **ARTICLE 23 – MODIFICATION OF WORK**

The Owner reserves the right to make changes in the services, including alterations, reductions therein or additions thereto. Upon receipt by the Monitor, of the Owner notification of a contemplated change, the Monitor shall: (1) if requested by Owner, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the Owner of any

estimated change in the completion date; and (3) advise the Owner in writing if the contemplated change shall affect the Monitor's ability to meet the completion dates or schedules of this Agreement.

#### ARTICLE 24 – SUCCESSORS AND ASSIGNS

This Agreement is binding upon and will inure to the benefit of Owner and Monitor and their respective successors and assigns. The rights and obligations under this Agreement may only be transferred by; 1) transfer to a wholly owned subsidiary of Monitor's parent company, 2) as a result of a merger or acquisition by another company, or 3) by mutual agreement of the parties.


#### ARTICLE 25 – LAWS AND REGULATIONS

This Agreement shall be interpreted under the laws of the State of Texas, with exclusive venue for any matter arising from this Agreement. All applicable federal and state laws, municipal ordinances, and the rules and regulations of all authorized entities having jurisdiction over any part of this project shall apply to the Agreement throughout, and they will be deemed to have been included in the Agreement as though herein written. This Agreement is subject to 2 CFR §§ 200.317 through 200.326 requirements in accordance with Exhibit "C", Federal and State Requirements, attached.

In Witness Whereof, the parties have made and executed this Agreement on behalf of the parties on the day and year above written.

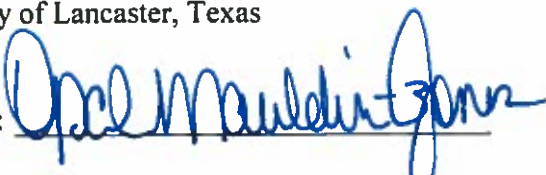
Monitor:

Tetra Tech

By:   
Printed Name: Jonathan Burgiel

Owner:

City of Lancaster, Texas

By:   
Printed Name: Opal Mauldin-Jones

City Manager

# **Exhibit A**

## **Scope of Services**

### **Debris Removal Monitoring and Emergency Management Consulting**

#### **Staff Mobilization**

Monitor shall mobilize immediately upon notice to proceed in response to a disaster. Logistical arrangements for out of town staff such as lodging arrangements for key staff, is the responsibility of the Monitor.

#### **Field Documentation of Work**

Monitor shall carefully document debris removal activities as well as hazardous trees that need to be removed. Monitor will work closely with the Owner and with FEMA/FHWA to determine the most effective methods of documentation to ensure that debris removal is eligible for federal funding. Monitor shall communicate with FEMA to ensure documentation supports project reimbursement. Monitor will work with FEMA in an effort to pre-validate as much eligible debris as practical.

#### **Collection Monitoring of Rights-of-Way and Public Property Debris**

Monitor will provide collection monitors with each of the Debris Removal Contractor's loading crews to ensure each load is related to the disaster and is eligible for federal reimbursement. The street address and/or GPS coordinates will be recorded on each load ticket. The Monitor will initiate a multi-part ticket in the field for each load, containing information related to the location of the debris, time, date, truck identification, truck driver, etc. The ticket will then be delivered to the temporary debris management site (DMS) or disposal site with the truck driver for load rating. Load ticketing and documentation will also be performed for hazardous tree and limb removal. This project may include monitoring the removal of abandoned cars, boats, marine debris, white goods, beach cleaning, and structure demolition. Monitor will provide similar services if debris removal from private property/right-of-entry (ROE) is approved for this project. Field monitoring of debris haulers shall be performed in accordance with current FEMA, FHWA and state requirements and in coordination with the Owner.

#### **Monitor Training**

Monitor will provide training to all employees concerning safety, eligibility for reimbursement, and disaster specific information. The Monitor will be required to perform adequate training for locally hired staff at no expense to the Owner. All Monitor employees must be able to effectively communicate to a level appropriate to their responsibilities.

#### **Spot Checks and Auditing of Monitors**

Monitor will provide roving monitors, field coordinators, and supervisory personnel to ensure that field monitors are making accurate eligibility calls, keeping good documentation, and are working effectively with the Debris Removal Contractor.

**Project Mapping**

Maps will be used to document the debris removal progress. The final pass along each roadway will be mapped for the Owner's information, and FEMA documentation. Monitor will assist the Owner in public communication and will document and relay any citizen complaints for action by the contractor or the Owner.

**Truck Certification**

Monitor will establish a team of individuals who will inspect and certify vehicles for hauling storm related debris in accordance with FEMA guidelines. A certification sheet with measurement, photos, and calculations documenting the capacity of the truck is kept for load rating and ticket auditing. Summary books will be kept at each DMS/disposal site for quality control. Certifications should also include a methodology to discourage Debris Removal Contractors from modifying their vehicle after certification, such as identifying unique attributes to the vehicle like sideboards. Photographs of the vehicle and its driver shall be documented. Periodic spot checks and recertification of trucks that were potentially altered after initial certification shall be performed.

**Quality Control/Quality Assurance**

A QA/ QC program should be implemented by the Monitor to minimize errors in debris monitor tickets and all documentation functions. Eligibility of work, reliability of documentation and data accuracy are critical in achieving full reimbursement for eligible project expenses.

**DMS/Disposal Sites**

Monitor will provide trained monitors at DMS and disposal sites to call loads based on the amount of debris in each truck. It is imperative that these monitors make accurate calls to safeguard public funds. Monitors will also make sure that the trucks are empty as they leave the site. Furthermore, monitors will review the truck certification worksheets to make sure the trucks have not been modified to affect their capacity (shortened or removed sideboards, for example). Similar systems will be used to verify, track, and document hauling of reduced debris from DMS sites through final disposal, if applicable.

**Data Management**

Monitor will establish an advanced project data management system and enter load ticket information on a daily basis. This information can be provided to the Owner, FEMA, and the Debris Removal Contractor GPS coordinates or addresses for tree and stump removal, and debris removal progress, as applicable. Additionally, the staff will work with the Debris Removal Contractor to reconcile invoices, and review debris removal invoices for recommendation of payment by the Owner. Furthermore, Monitor will organize field information for FEMA documentation including photographs and/or GPS coordinates. Monitor will help track invoices for FEMA reimbursement and provide additional supporting information as requested.

**Public Information Support**

Monitor may be asked to assist the Owner in public outreach following a disaster event as it relates to debris recovery efforts. This may include establishing and staffing (including supplying equipment, phone lines, etc.) a "debris hotline" to respond to public complaints and concerns, or establishing a website. This also may include assistance with press releases, public notices, and



other public information functions. All functions will performed in a manner to maximize federal and state reimbursement.

#### **Reimbursement Support**

The Monitor shall assist the Owner in securing maximum reimbursement for eligible work from state and federal agencies. Specific funding support services may include working with the Owner to develop a cash flow strategy that focuses on early reimbursement. This includes assistance in preparing a debris quantity estimate that is supported by FEMA staff, early preparation of a project worksheet to cover the estimated cost of the entire debris removal effort at the outset of the project, and assisting the Owner and FEMA personnel with Project Worksheets, Versions, etc. Monitor shall be prepared to assist Owner with appeals based on their in-depth knowledge of FEMA and FHWA reimbursement policies. Monitor shall be prepared to assist the Owner, if requested, in tracking progress of Project Worksheets and providing quick response to any problem issue that may arise that could slow funding. Monitor shall be prepared to assist Owner in finding additional funding reimbursement sources related to disaster mitigation.

#### **Other Related Services**

Services not specifically identified in this request, but are needed to provide a complete debris removal and documentation project.

#### **Safety Meetings and Monitoring Updates**

Safety of monitoring staff is of paramount importance. Monitor will hold regular meetings with debris monitors and staff for project updates and to communicate safety issues. If important information becomes available, the staff may meet more frequently.

#### **Coordination Meetings with Contractor(s)**

Monitor will initiate a coordination meeting with the Removal Contractor to help expedite the work, and to discuss any issues that may arise during the project. It is important that the Monitor and Debris Removal Contractor are communicating with each other to ensure a successful project.

#### **Contractor Damages**

The Monitor may be asked to develop a database application to track and help the Owner manage Debris Removal Contractor damages.

#### **Status Reports**

Monitor will provide detailed daily or weekly status reports to the Owner as requested for use and information. Relevant project statistics and cumulative statistics will be shown in a straight forward manner to officials to provide information to the media or to their constituents.

#### **PUBLIC ASSISTANCE CONSULTING SERVICES**

The Monitor shall provide if requested by the Owner:

- (a) Identification of eligible emergency and permanent work (Category A-G);
- (b) Damage Assessment;

- (c) Assistance in attaining Immediate Needs Funding;
- (d) Loss measurement and categorization;
- (e) Insurance evaluation, documentation adjusting and settlement services;
- (f) Project Worksheet generation and review;
- (g) FEMA, FHWA and Natural Resources Conservation Services (NRCS) reimbursement support;
- (h) Staff augmentation with experienced Public Assurance Coordinators and Project Officers;
- (i) Interim inspections, final inspections, supplemental Project Worksheet generation and final review;
- (j) Appeal services and negotiations;
- (k) Reconstruction and long-term infrastructure planning; and
- (l) Final review of all emergency and permanent work performed.

## Exhibit B Fee Schedule Debris Removal Monitoring

### Pricing Structure For Debris Monitoring Activities

To the extent that the City of Lancaster (City) requests Tetra Tech's assistance, the following positions and hourly rates shall apply. The hourly labor rates shall include all applicable overhead and profit. All non-labor related project costs will be billed to the City at cost without mark-up.

Description	UOM	Price
<b>Project Manager</b>	Hourly Rate	<b>\$72.00</b>
<b>Operations Manager</b>	Hourly Rate	<b>\$64.00</b>
<b>Scheduler</b>	Hourly Rate	<b>\$38.00</b>
<b>Expediter</b>	Hourly Rate	<b>\$36.00</b>
<b>GIS Analyst</b>	Hourly Rate	<b>\$60.00</b>
<b>Field Supervisors</b>	Hourly Rate	<b>\$42.00</b>
<b>Debris Site / Tower Monitor</b>	Hourly Rate	<b>\$34.00</b>
<b>Environmental Specialist</b>	Hourly Rate	<b>\$65.00</b>
<b>Project Inspector (Citizen Drop-Off Monitors)</b>	Hourly Rate	<b>\$32.00</b>
<b>Field Coordinator (Crew Monitor)</b>	Hourly Rate	<b>\$34.00</b>
<b>Load Ticket Data Entry Clerks (QS/QC)</b>	Hourly Rate	<b>\$0.00</b>
<b>Billing / Invoice Analyst</b>	Hourly Rate	<b>\$45.00</b>
<b>Project Coordinator</b>	Hourly Rate	<b>\$33.00</b>
<b>Residential Monitors</b>	Hourly Rate	<b>\$32.00</b>
<b>Automated Ticketing Specialist</b>	Hourly Rate	<b>\$55.00</b>
<b>Aerial Photographer</b>	Hourly Rate	<b>\$0.00</b>
<b>Other Required Positions: May Use Separate Sheet</b>	Hourly Rate	<b>N/A</b>
<b>Other Fees (I.e. Bonds / Insurance) May Use Separate Sheet</b>	Hourly Rate	<b>N/A</b>

## **Exhibit C**

### **Federal and State Requirements**

#### **NOTICE: THIS IS A FEDERALLY FUNDED PROJECT**

**AWARDING AGENCY:** Federal Emergency Management Agency (FEMA), Department of Homeland Security.

References to "contractor" in this exhibit refer to the party providing services to a governmental entity through this agreement or contract.

Funding, in whole or in part, for this Project is through a Public Assistance grant from FEMA therefore all provisions of 2 CFR §§ 200.317 through 200.326 under the Uniform Administrative Requirements ("Uniform Rules") apply to this Project. Federal Law requires that contracts relating to the Project include certain provisions of 2 CFR §§ 200.317 through 200.326 under the Uniform Administrative Requirements. Depending upon the type of work or services provided and the dollar value of the Project, some of the provisions set forth in 2 CFR §§ 200.317 through 200.326 may not apply to the Contractor or to the work or services to be provided hereunder; however, the provisions are nonetheless set forth to cause this Project to comply with Federal Law.

This Project will be in strict compliance with program requirements of the Awarding Agency and of 2 CFR §§ 200.317 through 200.326.

#### **Equal Opportunity Clause**

During the performance of this contract, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be

provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- D. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity" and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The contractor will include the portion of the sentence immediately preceding paragraph and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**Small and Minority Businesses, Women's Business Enterprises and Labor Surplus Area Firms**

The Contractor agrees to take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. The Contractor shall, if subcontracts are to be let, take the affirmative steps listed in paragraphs (1) through (5) of this section.

**Disadvantaged Business Enterprises (DBE) Contractors.**

Contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 C.F.R., Part 23, as amended, have the maximum opportunity to participate in the performance of contracts and this agreement. In this regard, contractor shall take all necessary and reasonable steps in accordance with 49 C.F.R., Part 23, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. The contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of federal assisted contracts.

**Contract Work Hours and Safety Standards Act.**

1. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
2. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
3. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
4. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
5. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

**"Compliance with the Contract Work Hours and Safety Standards Act**

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally- assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

#### **Rights to Inventions Made Under a Contract Agreement**

If the Federal award meets the definition of "funding agreement" under 37 CFR '401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

#### **Compliance with Clean Air Act and the Federal Water Pollution Control Acts**

The Contractor or subcontractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**Debarment and Suspension (Executive Orders 12549 and 12689)**

The Contractor certifies, by entering into this Contract, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235). The term "principal" for purposes of this Contract is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor. The Contractor understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

**Byrd Anti-Lobbying Amendment**

Contractors who apply or bid for an award of \$100,000 or more shall provide the required certification that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC § 1352.

**Certification Regarding Lobbying**

Certification for Contracts, Grants, Loans, and Cooperative Agreements (See attached certification regarding lobbying.

Contractor shall file the required certification: The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.



**Procurement of Recovered Materials**

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
  - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
  - (ii) Meeting contract performance requirements; or
  - (iii) At a reasonable price.
- (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

**DHS Seal, Logo, and Flags**

Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**Compliance with Federal Law, Regulations, and Executive Orders**

Contractor acknowledges that FEMA financial assistance will be used to fund the Contract and Contractor agrees it will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

**No Obligation by Federal Government**

The Contractor acknowledges and agrees that the Federal Government is not a party to the Contract and is not subject to any obligations or liabilities to the Owner, Contractor, or any other party pertaining to any matter resulting from the Contract.

**Program Fraud and False or Fraudulent Statements or Related Acts**

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the Contract.

**Disclosure of Interested Parties (FORM 1295)**

In compliance with Section 2252.908 of the Texas Government Code, the City of Deer Park, Texas may not enter into a contract with a business entity as a result of acceptance or award of this solicitation unless the business entity submits a disclosure of interested parties form as required by this statute. Notification will be given to the business entity recommended for award upon which the business entity will be required to submit the completed form prior to award.

A copy of this law is available at

<http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2252.htm>. The on-line form is available at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). The Definitions are included in Chapter 46, Ethics Commission Rules: <https://www.ethics.state.tx.us/tcc/1295-Info.htm>.

END OF DOCUMENT

**AGREEMENT TO PROVIDE  
DEBRIS REMOVAL MONITORING AND  
EMERGENCY MANAGEMENT CONSULTING  
FOR  
THE CITY OF LANCASTER**

This Agreement is made as of the 24<sup>th</sup> day of February, 2021, by and between the City of Lancaster, Texas (hereinafter referred to as the Owner), and True North Emergency Management, LLC, (hereinafter referred to as the Monitor). In consideration of the mutual covenants and promises contained herein, the Owner and the Monitor agree as follows:

**ARTICLE 1 - SERVICES**

Monitor's responsibility under this Agreement is to provide SECONDARY emergency management and monitoring services, as described in the Scope of Services attached hereto as Exhibit "A". Monitor will provide data and access to information to allow the Owner to closely oversee debris removal contractor's performance under this agreement. This is a non-exclusive agreement. No amount of work is guaranteed under this agreement. The Request for Proposals, RFQ #2018-70, issued by the Owner, is incorporated by reference as part of this Agreement.

As requested by the Owner, additional services may include emergency management preparation/planning services and disaster response services such as damage assessments and assistance with reimbursement/financial recovery. Task orders for additional emergency management services, such as emergency management planning must be approved by the Owner prior to performing services. Prior to beginning development or updating of a planning document (such as a DMP, COOP or CEMP), Provider will deliver to Owner a specific scope, cost and schedule for the services.

**ARTICLE 2 – PAYMENT**

Monitor Fee Schedule is attached hereto as Exhibit. "B." Monitor acknowledges that the Owner will apply for financial assistance from the Federal Emergency Management Agency (FEMA) and/or the Texas Division of Emergency Management (TDEM). Therefore, Monitor represents that it will perform all Services hereunder in a manner, time and place so as to assist with such reimbursement by FEMA or TDEM to the Owner. Monitor shall submit monthly statements for services rendered. Monitor's statements shall be due and payable within 30 calendar days.

**ARTICLE 3 – TERM**

The term of this Agreement is one (1) year, extendable up to four (4) additional one-year terms by mutual agreement of the parties.

#### **ARTICLE 4 – LIABILITY INSURANCE**

The Monitor agrees to and shall procure and maintain during the duration of this Agreement, Monitor's general public liability and property damage insurance, including auto liability and employer's liability coverage, insuring Monitor from all claims from personal injury, including death, and claims for destruction or damage to property arising out of or in connection with any operations under this Agreement, whether such operations are by the Monitor or subcontractor to the Monitor, and said insurance shall name, waive and hold harmless the Owner.

#### **ARTICLE 5 – INSURANCE LIMITS OF LIABILITY**

Insurance shall be written with limits of liability of not less than the following:

1. \$1,000,000 primary limit, for all damages arising out of bodily injury, including death, with umbrella coverage of \$2,000,000.
2. \$1,000,000 primary limit for all property damage, with umbrella coverage of \$2,000,000.

#### **ARTICLE 6 – WORKERS' COMPENSATION INSURANCE**

Monitor shall provide and maintain Workers Compensation Insurance at its expense during the term of this Agreement, in accordance with state workers compensation laws.

#### **ARTICLE 7 – ERRORS AND OMISSIONS**

Monitor shall provide and maintain an errors and omissions policy sufficient to cover the scope of this project. Monitor agrees to provide, if requested, a declaration sheet showing the effective dates and coverage for this policy.

#### **ARTICLE 8 – PERFORMANCE SCHEDULES**

Monitor shall provide progress reports to the Owner on a weekly basis or more frequently as requested by the Owner. Such reports shall contain, at a minimum, total cubic yards collected, daily totals, and description of the geographical areas being addressed by the Debris Removal Contractor.

#### **ARTICLE 9 – TERMINATION**

The Owner may terminate this Agreement upon written notice to the Monitor. The Monitor may terminate this Agreement upon thirty (30) days written notice to the Owner. During such termination period, the Monitor shall continue to diligently perform all of its duties hereunder. After a receipt of a termination notice and except as otherwise directed by the Owner, the Monitor shall: stop work on the date and to the extent specified; terminate and settle all orders and subcontracts relating to the performance of the terminated work; transfer all work in process, completed work, and other materials related to the terminated work as directed by the Owner; and continue and complete all parts of that work that have not been terminated.

## **ARTICLE 10 – PERSONNEL**

The Monitor represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. All of the services required herein under shall be performed by the Monitor or under its supervision and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

## **ARTICLE 11 – SUBCONTRACTING**

Monitor shall be responsible for the compliance of all subcontracting parties with the terms of this Agreement and with any applicable local, state or federal laws or regulations. Monitor shall be solely responsible for timely paying its subcontractors.

## **ARTICLE 12 – LOCAL PREFERENCE**

Monitor will make every effort to utilize local employees, subcontractors, equipment rental, supplies and other locally available resources.

## **ARTICLE 13 - CREDIT**

Monitor shall not pledge the Owner's credit or make the Owner a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Monitor further represents and warrants that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

## **ARTICLE 14 - PERFORMANCE**

Monitor shall perform its obligations hereunder in compliance with all applicable local, state and federal laws and regulations.

## **ARTICLE 15 – FEDERAL AND STATE TAX**

The Monitor shall pay all local, state, and federal taxes which may become due based upon its performance of this Agreement. The Monitor shall be responsible for payment of its own and its share of its employee FICA and Social Security benefits with respect to this Agreement.

## **ARTICLE 16 – REMEDIES**

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or at equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

## **ARTICLE 17 – CONFLICT OF INTEREST**

The Monitor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder.

## **ARTICLE 18 – ACCESS AND AUDITS**

The Monitor shall maintain adequate records to justify all hours incurred and charged in performing the services for at least five (5) years after completion of the Agreement.

## **ARTICLE 19 – NONDISCRIMINATION**

The Monitor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

## **ARTICLE 20– ENTIRETY OF CONTRACTUAL AGREEMENT**

The Owner and the Monitor agree that this Agreement including its amendments sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, deleted, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

## **ARTICLE 21 – AUTHORITY TO PRACTICE**

The Monitor hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its businesses, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the Owner upon request.

## **ARTICLE 22 – SEVERABILITY**

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable as permitted by law.

## **ARTICLE 23 – MODIFICATION OF WORK**

The Owner reserves the right to make changes in the services, including alterations, reductions therein or additions thereto. Upon receipt by the Monitor, of the Owner notification of a contemplated change, the Monitor shall: (1) if requested by Owner, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the Owner of any

estimated change in the completion date; and (3) advise the Owner in writing if the contemplated change shall affect the Monitor's ability to meet the completion dates or schedules of this Agreement.

#### ARTICLE 24 – SUCCESSORS AND ASSIGNS

This Agreement is binding upon and will inure to the benefit of Owner and Monitor and their respective successors and assigns. The rights and obligations under this Agreement may only be transferred by; 1) transfer to a wholly owned subsidiary of Monitor's parent company, 2) as a result of a merger or acquisition by another company, or 3) by mutual agreement of the parties.

#### ARTICLE 25 – LAWS AND REGULATIONS

This Agreement shall be interpreted under the laws of the State of Texas, with exclusive venue for any matter arising from this Agreement. All applicable federal and state laws, municipal ordinances, and the rules and regulations of all authorized entities having jurisdiction over any part of this project shall apply to the Agreement throughout, and they will be deemed to have been included in the Agreement as though herein written. This Agreement is subject to 2 CFR §§ 200.317 through 200.326 requirements in accordance with Exhibit "C", Federal and State Requirements, attached.

In Witness Whereof, the parties have made and executed this Agreement on behalf of the parties on the day and year above written.

Monitor:

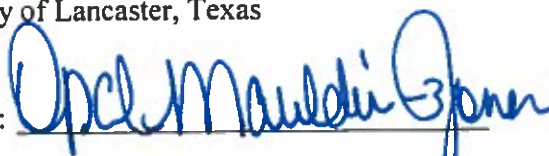
True North Emergency Management, LLC

By: 

Printed Name: K. Nelson Lucius

Owner:

City of Lancaster, Texas

By: 

Printed Name: Opal Mauldin-Jones

City Manager

# **Exhibit A**

## **Scope of Services**

### **Debris Removal Monitoring and Emergency Management Consulting**

#### **Staff Mobilization**

Monitor shall mobilize immediately upon notice to proceed in response to a disaster. Logistical arrangements for out of town staff such as lodging arrangements for key staff, is the responsibility of the Monitor.

#### **Field Documentation of Work**

Monitor shall carefully document debris removal activities as well as hazardous trees that need to be removed. Monitor will work closely with the Owner and with FEMA/FHWA to determine the most effective methods of documentation to ensure that debris removal is eligible for federal funding. Monitor shall communicate with FEMA to ensure documentation supports project reimbursement. Monitor will work with FEMA in an effort to pre-validate as much eligible debris as practical.

#### **Collection Monitoring of Rights-of-Way and Public Property Debris**

Monitor will provide collection monitors with each of the Debris Removal Contractor's loading crews to ensure each load is related to the disaster and is eligible for federal reimbursement. The street address and/or GPS coordinates will be recorded on each load ticket. The Monitor will initiate a multi-part ticket in the field for each load, containing information related to the location of the debris, time, date, truck identification, truck driver, etc. The ticket will then be delivered to the temporary debris management site (DMS) or disposal site with the truck driver for load rating. Load ticketing and documentation will also be performed for hazardous tree and limb removal. This project may include monitoring the removal of abandoned cars, boats, marine debris, white goods, beach cleaning, and structure demolition. Monitor will provide similar services if debris removal from private property/right-of-entry (ROE) is approved for this project. Field monitoring of debris haulers shall be performed in accordance with current FEMA, FHWA and state requirements and in coordination with the Owner.

#### **Monitor Training**

Monitor will provide training to all employees concerning safety, eligibility for reimbursement, and disaster specific information. The Monitor will be required to perform adequate training for locally hired staff at no expense to the Owner. All Monitor employees must be able to effectively communicate to a level appropriate to their responsibilities.

#### **Spot Checks and Auditing of Monitors**

Monitor will provide roving monitors, field coordinators, and supervisory personnel to ensure that field monitors are making accurate eligibility calls, keeping good documentation, and are working effectively with the Debris Removal Contractor.

**Project Mapping**

Maps will be used to document the debris removal progress. The final pass along each roadway will be mapped for the Owner's information, and FEMA documentation. Monitor will assist the Owner in public communication and will document and relay any citizen complaints for action by the contractor or the Owner.

**Truck Certification**

Monitor will establish a team of individuals who will inspect and certify vehicles for hauling storm related debris in accordance with FEMA guidelines. A certification sheet with measurement, photos, and calculations documenting the capacity of the truck is kept for load rating and ticket auditing. Summary books will be kept at each DMS/disposal site for quality control. Certifications should also include a methodology to discourage Debris Removal Contractors from modifying their vehicle after certification, such as identifying unique attributes to the vehicle like sideboards. Photographs of the vehicle and its driver shall be documented. Periodic spot checks and recertification of trucks that were potentially altered after initial certification shall be performed.

**Quality Control/Quality Assurance**

A QA/ QC program should be implemented by the Monitor to minimize errors in debris monitor tickets and all documentation functions. Eligibility of work, reliability of documentation and data accuracy are critical in achieving full reimbursement for eligible project expenses.

**DMS/Disposal Sites**

Monitor will provide trained monitors at DMS and disposal sites to call loads based on the amount of debris in each truck. It is imperative that these monitors make accurate calls to safeguard public funds. Monitors will also make sure that the trucks are empty as they leave the site. Furthermore, monitors will review the truck certification worksheets to make sure the trucks have not been modified to affect their capacity (shortened or removed sideboards, for example). Similar systems will be used to verify, track, and document hauling of reduced debris from DMS sites through final disposal, if applicable.

**Data Management**

Monitor will establish an advanced project data management system and enter load ticket information on a daily basis. This information can be provided to the Owner, FEMA, and the Debris Removal Contractor GPS coordinates or addresses for tree and stump removal, and debris removal progress, as applicable. Additionally, the staff will work with the Debris Removal Contractor to reconcile invoices, and review debris removal invoices for recommendation of payment by the Owner. Furthermore, Monitor will organize field information for FEMA documentation including photographs and/or GPS coordinates. Monitor will help track invoices for FEMA reimbursement and provide additional supporting information as requested.

**Public Information Support**

Monitor may be asked to assist the Owner in public outreach following a disaster event as it relates to debris recovery efforts. This may include establishing and staffing (including supplying equipment, phone lines, etc.) a "debris hotline" to respond to public complaints and concerns, or establishing a website. This also may include assistance with press releases, public notices, and



other public information functions. All functions will performed in a manner to maximize federal and state reimbursement.

#### **Reimbursement Support**

The Monitor shall assist the Owner in securing maximum reimbursement for eligible work from state and federal agencies. Specific funding support services may include working with the Owner to develop a cash flow strategy that focuses on early reimbursement. This includes assistance in preparing a debris quantity estimate that is supported by FEMA staff, early preparation of a project worksheet to cover the estimated cost of the entire debris removal effort at the outset of the project, and assisting the Owner and FEMA personnel with Project Worksheets, Versions, etc. Monitor shall be prepared to assist Owner with appeals based on their in-depth knowledge of FEMA and FHWA reimbursement policies. Monitor shall be prepared to assist the Owner, if requested, in tracking progress of Project Worksheets and providing quick response to any problem issue that may arise that could slow funding. Monitor shall be prepared to assist Owner in finding additional funding reimbursement sources related to disaster mitigation.

#### **Other Related Services**

Services not specifically identified in this request, but are needed to provide a complete debris removal and documentation project.

#### **Safety Meetings and Monitoring Updates**

Safety of monitoring staff is of paramount importance. Monitor will hold regular meetings with debris monitors and staff for project updates and to communicate safety issues. If important information becomes available, the staff may meet more frequently.

#### **Coordination Meetings with Contractor(s)**

Monitor will initiate a coordination meeting with the Removal Contractor to help expedite the work, and to discuss any issues that may arise during the project. It is important that the Monitor and Debris Removal Contractor are communicating with each other to ensure a successful project.

#### **Contractor Damages**

The Monitor may be asked to develop a database application to track and help the Owner manage Debris Removal Contractor damages.

#### **Status Reports**

Monitor will provide detailed daily or weekly status reports to the Owner as requested for use and information. Relevant project statistics and cumulative statistics will be shown in a straight forward manner to officials to provide information to the media or to their constituents.

#### **PUBLIC ASSISTANCE CONSULTING SERVICES**

The Monitor shall provide if requested by the Owner:

- (a) Identification of eligible emergency and permanent work (Category A-G);
- (b) Damage Assessment;

- (c) Assistance in attaining Immediate Needs Funding;
- (d) Loss measurement and categorization;
- (e) Insurance evaluation, documentation adjusting and settlement services;
- (f) Project Worksheet generation and review;
- (g) FEMA, FHWA and Natural Resources Conservation Services (NRCS) reimbursement support;
- (h) Staff augmentation with experienced Public Assurance Coordinators and Project Officers;
- (i) Interim inspections, final inspections, supplemental Project Worksheet generation and final review;
- (j) Appeal services and negotiations;
- (k) Reconstruction and long-term infrastructure planning; and
- (l) Final review of all emergency and permanent work performed.

## Exhibit B Fee Schedule Debris Removal Monitoring

RFP No.2018-70 - City of Lancaster, Texas

SECTION 11: FEE SCHEDULE

### PRICING STRUCTURE FOR DEBRIS MONITORING ACTIVITIES

Description	UOM	Price
Project Manager	Hourly Rate	\$95.00
Operations Manager	Hourly Rate	\$85.00
Scheduler	Hourly Rate	\$29.00
Expediter	Hourly Rate	\$29.00
GIS Analyst	Hourly Rate	\$75.00
Field Supervisors	Hourly Rate	\$75.00
Debris Site / Tower Monitor	Hourly Rate	\$35.00
Environmental Specialist	Hourly Rate	\$95.00
Project Inspector (Citizen Drop-Off Monitors)	Hourly Rate	\$35.00
Field Coordinator (Crew Monitor)	Hourly Rate	\$35.00
Load Ticket Data Entry Clerks (OS/QC)	Hourly Rate	\$29.50
Billing / Invoice Analyst	Hourly Rate	\$38.00
Project Coordinator	Hourly Rate	\$40.00
Residential Monitors	Hourly Rate	\$35.00
Automated Ticketing Specialist	Hourly Rate	\$65.00
Aerial Photographer	Hourly Rate (Drone Service)	\$125.00
Other Required Positions:	Hourly Rate	
	Hourly Rate	
Other Fees (i.e. Bonds / Insurance) May Use Separate Sheet	Hourly Rate	

## **Exhibit C**

### **Federal and State Requirements**

#### **NOTICE: THIS IS A FEDERALLY FUNDED PROJECT**

**AWARDING AGENCY:** Federal Emergency Management Agency (FEMA), Department of Homeland Security.

References to “contractor” in this exhibit refer to the party providing services to a governmental entity through this agreement or contract.

Funding, in whole or in part, for this Project is through a Public Assistance grant from FEMA therefore all provisions of 2 CFR §§ 200.317 through 200.326 under the Uniform Administrative Requirements (“Uniform Rules”) apply to this Project. Federal Law requires that contracts relating to the Project include certain provisions of 2 CFR §§ 200.317 through 200.326 under the Uniform Administrative Requirements. Depending upon the type of work or services provided and the dollar value of the Project, some of the provisions set forth in 2 CFR §§ 200.317 through 200.326 may not apply to the Contractor or to the work or services to be provided hereunder; however, the provisions are nonetheless set forth to cause this Project to comply with Federal Law.

This Project will be in strict compliance with program requirements of the Awarding Agency and of 2 CFR §§ 200.317 through 200.326.

#### **Equal Opportunity Clause**

During the performance of this contract, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be

provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- D. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity" and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The contractor will include the portion of the sentence immediately preceding paragraph and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **Small and Minority Businesses, Women's Business Enterprises and Labor Surplus Area Firms**

The Contractor agrees to take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. The Contractor shall, if subcontracts are to be let, take the affirmative steps listed in paragraphs (1) through (5) of this section.

**Disadvantaged Business Enterprises (DBE) Contractors.**

Contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 C.F.R., Part 23, as amended, have the maximum opportunity to participate in the performance of contracts and this agreement. In this regard, contractor shall take all necessary and reasonable steps in accordance with 49 C.F.R., Part 23, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. The contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of federal assisted contracts.

**Contract Work Hours and Safety Standards Act.**

1. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
2. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
3. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
4. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
5. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

**"Compliance with the Contract Work Hours and Safety Standards Act**

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally- assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

#### **Rights to Inventions Made Under a Contract Agreement**

If the Federal award meets the definition of “funding agreement” under 37 CFR ‘401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

#### **Compliance with Clean Air Act and the Federal Water Pollution Control Acts**

The Contractor or subcontractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**Debarment and Suspension (Executive Orders 12549 and 12689)**

The Contractor certifies, by entering into this Contract, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235). The term "principal" for purposes of this Contract is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor. The Contractor understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

**Byrd Anti-Lobbying Amendment**

Contractors who apply or bid for an award of \$100,000 or more shall provide the required certification that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC § 1352.

**Certification Regarding Lobbying**

Certification for Contracts, Grants, Loans, and Cooperative Agreements (See attached certification regarding lobbying.

Contractor shall file the required certification: The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.



**Procurement of Recovered Materials**

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
  - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
  - (ii) Meeting contract performance requirements; or
  - (iii) At a reasonable price.
- (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

**DHS Seal, Logo, and Flags**

Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**Compliance with Federal Law, Regulations, and Executive Orders**

Contractor acknowledges that FEMA financial assistance will be used to fund the Contract and Contractor agrees it will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

**No Obligation by Federal Government**

The Contractor acknowledges and agrees that the Federal Government is not a party to the Contract and is not subject to any obligations or liabilities to the Owner, Contractor, or any other party pertaining to any matter resulting from the Contract.

**Program Fraud and False or Fraudulent Statements or Related Acts**

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the Contract.

**Disclosure of Interested Parties (FORM 1295)**

In compliance with Section 2252.908 of the Texas Government Code, the City of Deer Park, Texas may not enter into a contract with a business entity as a result of acceptance or award of this solicitation unless the business entity submits a disclosure of interested parties form as required by this statute. Notification will be given to the business entity recommended for award upon which the business entity will be required to submit the completed form prior to award.

A copy of this law is available at

<http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2252.htm>. The on-line form is available at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). The Definitions are included in Chapter 46, Ethics Commission Rules: <https://www.ethics.state.tx.us/tec/1295-Info.htm>.

END OF DOCUMENT

## CITY OF LANCASTER CITY COUNCIL

### City Council Regular Meeting

2.

**Meeting Date:** 12/11/2023

**Policy Statement:** This request supports the City Council 2023-2024 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

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### **Agenda Caption:**

Consider approval of minutes from the Special Meeting held on September 25, 2023, and the Regular Meeting held on October 9, 2023.

### **Background:**

Attached for your review and consideration are minutes from the City Council Special Meeting held on September 25, 2023, and the Regular Meeting held on October 9, 2023.

### **Attachments**

September 25, 2023 Minutes

October 9, 2023 Minutes

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## **MINUTES**

### **LANCASTER CITY COUNCIL REGULAR MEETING OF SEPTEMBER 25, 2023**

**The City Council of the City of Lancaster, Texas, met in a called Regular Meeting in the Council Chambers of City Hall on September 25, 2023, at 7:15 p.m. with a quorum present to-wit:**

#### **Councilmembers Present (City Hall & Zoom):**

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

#### **Councilmember Absent**

Marco Mejia

#### **City Staff Present (City Hall & Zoom):**

Opal Mauldin-Jones, City Manager  
Sorangel O. Arenas, City Secretary  
David T. Ritter, City Attorney  
Andy Waits, Director of Public Works  
Carey Neal, Deputy City Manager  
Chris Youngman, Emergency Management and Communications Chief  
Christine Harris-Reed, Director of Finance  
Dori Lee, Assistant City Manager  
Jermaine Sapp, Director of Equipment and Facility Services  
Kenneth, Johnson, Fire Chief  
Lisa Wube, Director of Parks and Recreation  
Sam Urbanski, Police Chief  
Shane Shepard, Director of Economic Development  
Vicki Coleman, Director of Development Services  
Cheryl Womble, Purchasing Agent  
Gregory Carrell, Budget Analyst  
Keaira English, Public Relations Manager  
Ron Gleaves, IT Manager

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

Mayor Hairston called the meeting to order at 7:15 p.m. on September 25, 2023.

#### **Invocation:**

Pastor John Richardson, Zion Chapel Primitive Baptist Church gave the invocation.

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

Mayor Pro Tem Cheatham led the pledge of allegiance.

**Public Testimony/Citizen's Comments:**

Julian Daniels 1522 East Springcrest Cir., Lancaster, TX 75134 shared concerns regarding the safety of his neighborhood.

Keaira English, 211 N. Henry St. Lancaster, TX 75146 shared information regarding the upcoming National Night Event.

Tasha LaFlore, 645 Francis St. Lancaster, TX 75146 shared her enthusiasm for the 2023 Civic Leadership Class and commended City Staff for their presentations. She also requested that the City Council consider amending the City Charter to include compensation for City Council members.

**Consent Agenda:**

1. **Consider approval of minutes from the Regular Meeting held on August 28, 2023.**
2. **Consider a resolution adopting the City of Lancaster's Texas Alcoholic Beverage Commission (TABC) policy.**
3. **Consider a resolution declaring the official intent to reimburse expenses incurred for the design and reconstruction of roads and associated water/ wastewater and storm water projects.**

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

**Action:**

4. **M23-39 Discuss and consider a resolution authorizing the City Manager to execute a development agreement with A&N Asset Management, LLC, relating to site design elements and building materials for the construction of property located north of the intersection of North Houston School Road and West Pleasant Run Road, addressed as 1747 North Houston School Road, City of Lancaster, Dallas County, Texas**

Deputy City Manager Neal gave a staff report regarding action item 4.

Councilmember Robinson questioned who would be responsible for maintaining the creek shown in the site design.

The applicant for action item 4 clarified that the HOA will be responsible for maintaining the creek.

Director of Development Services Vicki Coleman shared that drainage development is a requirement that engineering staff reviews to ensure that new infrastructure does not increase downstream runoff.

**MOTION:** Councilmember Jaglowski made a motion, seconded by Deputy Mayor Pro Tem Gooden-Davis to approve item 4. The vote was cast 6 for, 0 against [Mejia absent].

**Public Hearing:**

5. **M23-37 Conduct a public hearing and consider a special exception request to the 500-foot driveway spacing requirement outlined in Section 1-04 (D) (2) (d) of the General Construction Design Manual to allow a 425-foot driveway spacing on the property addressed as 2116 N. Lancaster Hutchins known as Lot 1R, Block A, out of the Bilco Brick2 Addition, City of Lancaster, Dallas County, Texas.**

Deputy City Manager Neal gave a staff report regarding public hearing item 5.

Clayton Colen, 535 E. Polk St., Richardson, TX 75081 wishes not to speak, however, would like the record to show support for public hearing item 5.

Daniel Douthit, 200 Tecumseh Pkwy., Waxahachie, TX 75165 shared his support for public hearing item 5.

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

**MOTION:** Councilmember Strain-Burk made a motion, seconded by Councilmember Jaglowski to approve public hearing item 5. The vote was cast 6 for, 0 against [Mejia absent].

6. **M23-30 Conduct a public hearing and consider an ordinance to amend and update Chapter 4, Transportation Bicycle and [Pedestrian Enhancements (Trails Master Plan)] of the Comprehensive Plan by incorporating the Southern Dallas County Regional Veloweb Alignment Study Summary Report.**

Deputy City Manager Neal gave a staff report regarding public hearing item 6.

No Speakers.

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

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

7. **M23-32 Conduct a public hearing and consider an ordinance granting a special exception to the City Code of Ordinances, Chapter 6- Reverse Frontage Lots, 6.07.006 (a) and 6.07.006 (b) to: 1) not meet the required 10-foot side yard setback along Westridge Ave to construct a fence on the property line; 2) have an 8-foot tall fence deviating from the 4-foot height maximum; and 3) not meet the fifty percent (50%) opacity requirement and have a hundred percent (100%) opaque fence, on the property addressed as 632 W. 5<sup>th</sup> St. known as Lot 1, Block 1, Westridge Acres Addition, City of Lancaster, Dallas County, Texas.**

Deputy City Manager Neal gave a staff report regarding public hearing item 7.

Isabelle Treviso 632 West 5<sup>th</sup> St., Lancaster TX 75146 shared her support for public hearing item 7.

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

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

- 8. Z23-11 Conduct a public hearing and consider an ordinance granting a rezoning request from an Agricultural Open District (A-O) to Planned Development (PD) with Single-Family Residential (SF-2) uses on 31.29 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 known as Tract 6 of the Marady Parks Addition, Abstract 1120 Pg 345, in the City of Lancaster, Dallas County, Texas.**

Deputy City Manager Neal gave a staff report regarding public hearing item 8.

Louie Partida 1612 E. Springcrest Cir. Lancaster, TX 75134 wished to speak but was not present.

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

City Attorney Ritter advised the City Council to make a motion that the passage be contingent upon the execution of the development agreement, as that is staff's recommendation because the agreement has not yet been signed.

**MOTION:** Councilmember Jaglowski made a motion, seconded by Deputy Mayor Pro Tem Gooden-Davis to approve public hearing item 8 on the contingent mentioned by City Attorney Ritter. The vote was cast 5 for, 1 against [Strain-Burk] [Mejia absent].

- 9. Z23-10 Conduct a public hearing and consider a Specific Use Permit for an Oncor substation located on E. Belt Line Road west of Ferris Road addressed as 1350 E. Belt Line Road, being 11.89 acres out of the Jones Green Abstract 504 Page 145, City of Lancaster, Dallas County, Texas.**

Deputy City Manager Neal gave a staff report regarding public hearing item 9.

Seth Sampson, Oncor Electric Sighting Specialist shared he is available to answer any questions from City Council.

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

**MOTION:** Deputy Mayor Pro Tem Gooden-Davis made a motion, seconded by Mayor Pro Tem Cheatham to approve public hearing item 9. The vote was cast 6 for, 0 against [Mejia absent].

- 10. Z23-12 Conduct a public hearing and consider an ordinance granting a zoning change from Planned Development (PD) to Single Family Estates (SF-E). The property is located approximately 172 feet south of W. Main Street on S. Bluegrove Road, addressed as 180 S. Bluegrove Road, known as Arthur Eldridge Abstract 449, Page 470 Block 0, Tract 14,1.42 acres, City of Lancaster, Dallas County, Texas.**

City Manager Mauldin-Jones gave a staff report regarding public hearing item 6.

Esequiel Suarez, 1201 W. Reindeer Rd. Lancaster, TX 75134 shared his support for public hearing item 10

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

**MOTION:** Councilmember Strain-Burk made a motion, seconded by Mayor Pro Tem Cheatham to approve public hearing item 10. The vote was cast 6 for, 0 against [Mejia absent].

**Executive Session:**

- 11. 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:**

- (a) 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 1508 Dewberry Boulevard (Bel-Air Place Apartments).**
- (b) 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.**
- (c) Section § 551.071(1)(a) 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 Future Infrastructure (Houston School Road water main damage).**
- (d) Section § 551.071(1)(a) 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 DeltaVictor LLC v. City of Lancaster.**
- (e) 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 3410 Sherwood Drive.**

**12. 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 8:41 p.m. and reconvened into open session at 9:10 p.m.

No Action

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

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

**ATTEST:**

**APPROVED:**

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Sorangel O. Arenas, City Secretary

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Clyde C. Hairston, Mayor



## **MINUTES**

### **LANCASTER CITY COUNCIL REGULAR MEETING OF OCTOBER 9, 2023**

**The City Council of the City of Lancaster, Texas, met in a called Regular Meeting in the Council Chambers of City Hall on October 9, 2023, at 7:00 p.m. with a quorum present to-wit:**

#### **Councilmembers Present (City Hall & Zoom):**

Clyde C. Hairston, Mayor  
Carol Strain-Burk  
Stanley M. Jaglowski  
Marco Mejia  
Derrick Robinson  
Mitchell Cheatham, Mayor Pro Tem  
Betty Gooden-Davis, Deputy Mayor Pro Tem

#### **City Staff Present (City Hall & Zoom):**

Opal Mauldin-Jones, City Manager (Zoom)  
Sorangel O. Arenas, City Secretary  
David T. Ritter, City Attorney  
Carey Neal, Deputy City Manager  
Dori Lee, Assistant City Manager  
Marcus, Talton, Assistant Police Chief  
Gregory Carrell, Budget Analyst  
Jennifer Avila, Deputy City Secretary  
Keaira English, Public Relations Manager

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

Mayor Hairston called the meeting to order at 7:00 p.m. on October 9, 2023.

#### **Invocation:**

Apostle Urban M. Brown, Life in Christ Family Church gave the invocation.

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

Deputy Mayor Pro Tem Gooden-Davis led the pledge of allegiance.

#### **Proclamation:**

Mayor Hairston read the Breast Cancer Awareness Month and Domestic Violence Awareness Month Proclamations.

#### **Public Testimony/Citizen's Comments:**

Charles Goolsby, 252 River Oak Cir., Lancaster, TX 75146, requested that City Council consider putting a barrier to keep trash out of the storm drain in the 1000 block of Jefferson.

Keaira English, 211 N. Henry St. Lancaster, TX 75146, shared information regarding the upcoming Comprehensive Plan Town Hall Meeting, Salsa y Salsa, Boo Bash and Breast Cancer Awareness Event.

#### **Consent Agenda**

- 1. Consider approval of minutes from the Special Meeting held on September 11, 2023.**

2. **Consider a resolution amending Articles 2.000, 10.000, 16.000, and 17.000 of the Master Fee Schedule for all fees and charges assessed and collected by the City of Lancaster.**
3. **Consider an amendment to Ordinance 2018-12-53 by adding a public engagement committee and making board specific updates.**

**MOTION:** Councilmember Jaglowski made a motion, seconded by Deputy Mayor Pro Tem Gooden-Davis to approve consent items C1 – C3. The vote was cast 7 for, 0 against.

**Action**

4. **Discuss and consider the City's nomination for the fourth member of the Dallas Central Appraisal District (DCAD), Board of Directors.**

City Manager Mauldin-Jones gave a staff report regarding action item 4.

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

**Executive Session:**

5. **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:**
  - (a) **Section 551.071 of the Texas Government Code, to confer with the City's attorney to discuss a proposed residential incentive program.**
  - (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.**

The City Council recessed for Executive Session at 7:17 p.m. and reconvened into open session at 8:13 p.m.

No Action

**MOTION:** Councilmember Mejia made a motion, seconded by Deputy Mayor Pro Tem Gooden-Davis to adjourn. The vote was cast 7 for, 0 against.

The meeting was adjourned at 8:13 p.m.

**ATTEST:**

**APPROVED:**

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Sorangel O. Arenas, City Secretary

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Clyde C. Hairston, Mayor

## CITY OF LANCASTER CITY COUNCIL

### City Council Regular Meeting

3.

**Meeting Date:** 12/11/2023

**Policy Statement:** This request supports the City Council 2023-2024 Policy Agenda

**Goal(s):** Financially Sound Government

**Submitted by:** Christine Harris Reed, Director of Finance

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#### **Agenda Caption:**

Consider a resolution amending the City Council Expenses, Meetings & Travel Reimbursement Policy.

#### **Background:**

The City Council current travel policy allows for reimbursement of expenses incurred in the course of the Council Member's representation of the City on official City business up to the annual monetary limits established by the policy. Itemized receipts are required for reimbursement of said incurred expenses.

The City has revisited the current travel policy for City Council and has proactively recommended an amendment to include policy guidelines that will account for unforeseen circumstances in which receipts are lost, damaged or stolen. As an example, thermal printed receipts may become damaged as a result of heat exposure, nonfunctioning/broken machines and receipts are unable to be retrieved.

This amendment would allow only one missing receipt per travel expense report for an amount not to exceed twenty dollars (\$20).

At the Monday, December 4, 2023 Work Session, the City Council reviewed the recommendation and this item is placed on the agenda for consideration.

#### **Operational Considerations:**

The policy allows for one lost receipt per travel expense report for an amount not to exceed twenty dollars (\$20) accompanied by alternative documentation of the expenditure such as credit card or bank statement reflecting the vendor.

#### **Legal Considerations:**

The resolution and policy 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 the Texas Open Meetings Act.

#### **Options/Alternatives:**

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

#### **Recommendation:**

Staff recommends approval as presented.

**Attachments**

Resolution

City Council Travel Policy

City Council Lost Receipt Form

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## RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE CITY OF LANCASTER EXPENSES, MEETINGS & TRAVEL REIMBURSEMENT POLICY FOR CITY COUNCIL, ATTACHED AS EXHIBIT "A"; REPEALING ALL RESOLUTIONS AND PERSONNEL REGULATIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council finds that it is advisable to amend an Expenses, Meetings & Travel Reimbursements Policy for City Council members.

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

**SECTION 1.** That the amended City of Lancaster Expenses, Meetings & Travel Reimbursements Policy, a true copy of which is attached hereto and incorporated as Exhibit "A", and made a part hereof for all purposes, be and the same is hereby, approved and adopted for the City of Lancaster.

**SECTION 2.** Any prior Resolution of the City Council or prior Expenses, Meetings & Travel Reimbursements Policy in conflict with those contained in this manual are hereby repealed and revoked.

**SECTION 3.** Should any part of the City of Lancaster Expenses, Meetings & Travel Reimbursements Policy be held to be invalid for any reason, the remainder of such manual shall not be affected thereby, and such remaining portions are hereby declared to be severable.

**SECTION 4.** This Resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

**DULY PASSED** and approved by the City Council of the City of Lancaster, Texas, on this the 11th day of December, 2023.

**ATTEST:**

**APPROVED:**

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Sorangel O. Arenas, City Secretary

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Clyde C. Hairston, Mayor

**APPROVED AS TO FORM:**

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David T. Ritter, City Attorney



## City of Lancaster

<b>SUBJECT:</b> Expenses, Meetings & Travel Reimbursement for City Council		<b>POLICY NO.:</b> <u>RESOLUTION 2017-11-82-TBD</u>
<b>APPROVED BY:</b> City Council Resolution	<b>POLICY DATE:</b> <u>11/13-TBD/2017</u>	<b>REVISED DATE:</b> <u>TBD/202312/11/2023</u>

This establishes a City policy regulating out-of-town travel, local meetings, entertainment, personal car mileage, and/or other expenses incurred by City Council Members who are authorized to officially represent the City at various conferences, meetings, conventions, seminars, and other functions.

This policy is established to provide uniform guidelines and procedures for submission and processing of allowable expenditure requests and to establish proper accounting for approved allowable expenses, including travel advances, City credit card charges, and cash expenditures made for the purposes herein defined on behalf of the City.

**General.** The City will reimburse City Council Members for expenses incurred in the course of the Council Member's representation of the City on official City business up to the annual monetary limits established by the City Council. Expenses which will be reimbursed or otherwise paid by the City are discussed below.

- A Council Member's expenses must have a connection to official City business; that is, the Council member must have paid or incurred permitted expenses while performing services as a Council Member and authorized representative of the City.
- A Council Member must adequately account to the City for these expenses within ten (10) business days of returning from the trip. A copy of the event brochure/itinerary must be provided with the expense report.
- A Council Member must return any excess reimbursement or allowance to the City within ten (10) business days of returning from the trip.

**Responsibilities.** The Finance Director is responsible for the overall administration and compliance of the provisions stated in this policy. The Finance Director shall have the responsibility to report any abuse and/or misuse of travel funds to the City Manager's office, who shall then communicate it to each member of the City Council in writing.

**Expenses.** The annual allowance for expenses shall consist of ~~\$3000~~ \$7,000 per Council Member and ~~\$3500~~ \$7,500 for the Mayor, per fiscal year (or such other amount as the Council may designate by resolution or ordinance). All expenses must be directly related to City business. This amount may be spent at the discretion of each individual Council Member, so long as it is expended on the Council Member's personal attendance of conferences, meetings, conventions, seminars and other functions that constitute official City business and advance the interests of the City. Any amount remaining at the end of the fiscal year will be returned to the City's general funds, and no unspent funds may be transferred from one Council Member to another.

**Allowable Living Expenses.** Actual living expenses, within the specified limits, may be claimed by City Council Members when they are representing the City on official business away from Lancaster. Living expenses include such items as hotel rooms, meals, tips, parking, and ground transportation, as outlined:

- a) Hotels/Motels. The City will pay actual expenses for hotels, motels, or other lodging for the actual number of days of the conference or other meeting, plus allowance for travel time. The City will pay for charges at the hotel's single occupancy rate. Lodging per night will not exceed actual room cost plus, tax and tips.
- b). Early and Late Arrivals/Departures. Leaving early or staying over at a conference is the Council Member's individual financial responsibility if time is taken for personal recreation. However, if it is necessary due to membership on a board or committee or attendance at a conference then documentation shall be provided with a travel expense report in order to be compliant with travel policy, which allows either one (1) day early arrival or one (1) day late departure per trip.
- c). Parking. Council Members may claim actual parking expenses.
- d). Ground Transportation. Council Members may claim reasonable, actual ground transportation expenses, including shuttle services and taxis, and ride share services such as Uber or Lyft.
- e). Tips/Gratuities. Tips and gratuities are allowed and are considered reasonable when paid at the rate of approximately 15% (to allow for rounding) of meal cost or service and \$1.00 per piece of luggage.

**Meals.** Meals are covered when it is necessary for a Council member to stop for substantial sleep or rest to properly perform duties while traveling away from home on City business.

- a) Overnight Travel. If an advance is requested by a Council Member per this Policy, currently effective U.S. GSA per diem rates will be used for meals and incidentals while on overnight travel. The per diem rates are found on United States General Services Administration website. Per Diem rates are available for meals and incidentals for all locations.
- b) Business Meetings. Where certain business meetings are required, actual costs for meals/tips will be reimbursed if they exceed the per diem amount. Council Members must attach the detailed itemized receipt and an explanation of the circumstances, to the expense report. (Example: Traveling to Austin to discuss legislative matters with a member of the State Legislature over dinner). The Council Member may pay the actual cost of the meal and not be limited to the dinner per diem amount extended in the advance.

**Prohibited Expenses.** The cost of alcoholic beverages, room snacks and drinks (whether in a refrigerator or displayed), laundry/dry cleaning, in-room movies, fitness center fees, personal tours, personal entertainment, and spouse or other family expenses are specifically excluded from reimbursement by the City due to the personal, and not civic, nature of the expenses.

**Transportation.** Actual mileage is calculated in miles from City Hall to the destination. The City will reimburse either (1) actual mileage to and from the destination multiplied by the current rate per mile as determined by the Internal Revenue Service; or (2) the round-trip cost of the actual conveyance, e.g. airfare, that would be spent for the City Council Member traveling to the destination in the vehicle.

**Travel Advances.** When it becomes necessary that a City Council Member travel in the interest of the City, and at the option of the City Council Member (who may choose to file the request), the Finance Department shall provide a travel advance based on the proposed event schedule, using current U.S. GSA per diem meal and hotel rates for the location of the event. This request may be made on the Expense Report Form and should contain the name of the prospective traveler, purpose of the trip, date(s), times of travel, and other pertinent information. A copy of the conference brochure detailing meals, beginning date, ending date, location and topics is required. This request should be prepared and submitted at the earliest practical time, but preferably no later than fourteen (14) full working days prior to departure.

### **Filing Expense Reports.**

1. Complete Expense Report Promptly. Upon return from travel, the City Council Member shall promptly fill out an Expense Report for submission to the City Secretary's office within ten (10) working days after return from the trip. City Council Members shall include all prepaid expenses (registration, airfare, etc.) related to travel on the Expense Report. If a Council Member cannot obtain a detailed receipt, a lost receipt form may be used. One lost receipt form per travel expense report can be used for a maximum of one (1) missing receipt. The maximum reimbursement is not to exceed twenty dollars (\$20) for parking or ten



~~dollars (\$10) for a meal; bBackup is required such as bank statement or credit card statement~~ is required such as bank statement or credit card statement.

2. Return of Unused Funds. In instances where an advance of City funds was in excess of the per diem or if the trip was not taken, the City Council Member shall return the unused funds to the City Secretary's office for credit to the proper fund. The Finance Department shall ensure that the returned monies are credited to the same division and line item account from which they were originally drawn. Returned funds are due to the City by the due date of the Expense Report.
3. Finance Department Review. The Finance Department shall review the items submitted and determine their mathematical accuracy and the allowable expenses under this policy and shall submit all findings and reports to the City Manager's office for communication to the CouncilMembers~~rs~~ excess of the per diem or if the trip was not taken, the City Council Member shall return the unused funds to the City Secretary's office for credit to the proper fund. The Finance Department shall ensure that the returned monies are credited to the same division and line item account from which they were originally drawn. Returned funds are due to the City by the due date of the Expense Report.
4. Finance Department Review. The Finance Department shall review the items submitted and determine their mathematical accuracy and the allowable expenses under this policy and shall submit all findings and reports to the City Manager's office for communication to the CouncilMembers.

~~3.~~ ~~rs~~

~~excess of the per diem or if the trip was not taken, the City Council Member shall return the unused funds to the City Secretary's office for credit to the proper fund. The Finance Department shall ensure that the returned monies are credited to the same division and line item account from which they were originally drawn. Returned funds are due to the City by the due date of the Expense Report.~~

~~4. Finance Department Review. The Finance Department shall review the items submitted and determine their mathematical accuracy and the allowable expenses under this policy and shall submit all findings and reports to the City Manager's office for communication to the Council Members.~~



## CITY COUNCIL LOST RECEIPT FORM

This form should be used when a receipt is lost or damaged. Please submit this form to the City Secretary's office along with your Travel Expense form and a bank statement or credit card statement reflecting the transaction. Only one missing receipt per expense report can be used (maximum \$20).

Merchant Name: \_\_\_\_\_

Transaction Date : \_\_\_\_\_

Lost ☐

Damaged ☐

# CITY OF LANCASTER CITY COUNCIL

## City Council Regular Meeting

4.

**Meeting Date:** 12/11/2023

**Policy Statement:** This request supports the City Council 2023-2024 Policy Agenda

**Goal(s):** Financially Sound Government

**Submitted by:** Opal Mauldin-Jones, City Manager

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### **Agenda Caption:**

Consider an amendment to Ordinance No. 2022-09-37 amending the Golf Course fund for Fiscal Year 2022-2023.

### **Background:**

The purpose of this item is to consider an amendment to the Golf Course Fund budget for Fiscal Year 2022-2023.

The proposed Golf Course Fund budget amendment will cover the overage in the operating expenses of \$2,815. The Golf Course fund exceeded the adopted revenues by \$52,705 which allows this amendment to be made with no effect to the General Fund. However, there was not enough revenues to apply towards the \$69,423 bridge debt payment and payment has been deferred to the end of the repayment schedule.

Fund	Adopted Budget	Budget Changes	Amended Budget
Golf	\$1,300,907	\$2,815	\$1,303,722

### **Operational Considerations:**

In the Golf Course Fund, the expenditure budget will be adjusted to cover the cost of the overages of the operating budget totaling \$2,815.00. The Golf Course Fund does not have a fund balance that may be utilized to cover these overages. The revenue exceeded the adopted amount and will cover these expenses.

### **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 budget by \$2,815.00.

### **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

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## **ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS AMENDING THE FISCAL YEAR 2022/2023 BUDGET FOR THE GOLF COURSE FUND, BY INCREASING THE CITY WIDE FUND BY A TOTAL OF TWO THOUSAND EIGHT HUNDRED FIFTEEN DOLLARS AND ZERO CENTS (\$2,815.00); PROVIDING A SAVINGS CLAUSE; 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 2022-2023, previously adopted by Ordinance No. 2022-09-37 on September 12, 2022; 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 2022/2023 budget by an amount of two thousand eight hundred fifteen dollars and zero cents (\$2,815.00) for Golf Course funds; 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 2022-2023 City Wide Fund is increased by an amount of by two thousand eight hundred fifteen dollars and zero cents (\$2,815.00).

**SECTION 3.** That except as amended hereby, or as heretofore amended, the provisions of Ordinance No. 2022-09-37 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 11th day of December, 2023

**ATTEST:**

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Sorangel O. Arenas, City Secretary

**APPROVED:**

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Clyde C. Hairston, Mayor

**APPROVED AS TO FORM:**

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David T. Ritter, City Attorney

# CITY-WIDE OPERATING FUND TOTALS

Fund Summary as of: 12/6/2023

Amended FY22-23

TOTAL REVENUES		2020	2021	2022		2023
Fund Number	Fund	Actual	Actual	Year to Date	Budget	Amended
	1 General Fund	33,215,191	40,086,606	37,877,302	34,559,160	38,086,946
	2 G.O. Debt Service	36,617,445	7,785,260	6,680,913	6,535,395	7,574,310
	4 Street Maintenance	752,732	826,698	906,477	893,084	1,116,547
	5 WaterWastewater	18,901,026	19,149,826	18,314,800	18,793,019	21,335,249
	9 Airport	438,438	433,994	633,927	444,500	520,450
	14 HotelMotel	255,706	281,544	239,985	154,658	200,976
	16 LEDC/4A	1,375,370	1,586,990	1,679,512	1,322,363	1,565,553
	17 LRDC/4B	2,875,093	3,431,343	3,611,281	3,160,075	3,395,450
	18 Golf Course	534,092	884,833	842,940	896,972	1,336,832
	19 Sanitation	2,749,060	2,751,711	2,320,283	2,666,105	2,983,621
	21 E911	281,505	306,093	219,422	260,596	257,488
	37 New Equipment Fund	-	-	-	-	111,205
	53 Stormwater	1,956,570	1,904,949	1,636,102	1,640,237	1,987,254
Total		\$ 99,952,228	\$ 79,429,848	\$ 74,962,945	\$ 71,326,164	80,471,880
TOTAL EXPENDITURES		2020	2021	2022		2023
Fund Number	Fund	Actual	Actual	Year to Date	Budget	Amended
	1 General Fund	28,689,447	29,922,347	26,791,904	35,225,766	38,323,836
	2 G.O. Debt Service	34,565,875	5,508,638	3,872,413	5,517,423	5,489,220
	4 Street Maintenance	293,326	1,738,764	893,084	924,960	1,116,547
	5 WaterWastewater	15,582,242	17,486,994	14,824,824	17,760,213	20,630,177
	9 Airport	643,041	503,138	661,661	578,505	518,962
	14 HotelMotel	20,423	41,116	24,465	52,920	44,478
	16 LEDC/4A	698,223	982,423	1,148,344	1,374,035	2,522,227
	17 LRDC/4B	3,731,163	2,935,400	2,629,877	3,727,108	3,941,805
	18 Golf Course	959,582	996,175	984,844	1,061,201	1,303,722
	19 Sanitation	2,046,282	1,859,182	1,645,156	2,097,629	2,690,921
	21 E911	201,343	273,270	207,031	221,618	382,850
	37 New Equipment Fund	-	-	-	-	-
	53 Stormwater	1,297,553	1,692,449	1,386,362	2,245,631	2,379,240
Total		\$ 88,728,502	\$ 63,939,895	\$ 55,069,966	\$ 70,787,010	79,343,986
BALANCES		2020	2021	2022		2023
		Actual	Actual	Year to Date	Budget	Amended
	Net Gain (Loss)	11,223,726	15,489,952	12,248,505	539,153	1,127,894
	Beginning Balance	9,167,699	20,391,425	35,881,377	35,881,377	45,260,063
	Ending Balance	20,391,425	35,881,377	45,260,063	36,420,531	46,387,958
	Fund Balance (audited)	140,295,544	156,051,200			
	Ending Balance as % of Expenditures	22.98%	56.12%	82.19%	51.45%	58.46%



# CITY-WIDE OPERATING FUND TOTALS

As of 8/2/2022

TOTAL REVENUES		2020	2021	2022		2023
Fund Number	Fund	Actual	Actual	Year to Date	Budget	Proposed
	1 General Fund	33,215,191	40,086,606	37,877,302	34,559,160	38,086,946
	2 G.O. Debt Service	36,617,445	7,785,260	6,680,913	6,535,395	7,574,310
	4 Street Maintenance	752,732	826,698	906,477	893,084	1,116,547
	5 WaterWastewater	18,901,026	19,149,826	18,314,800	18,793,019	21,335,249
	9 Airport	438,438	433,994	633,927	444,500	520,450
	14 HotelMotel	255,706	281,544	239,985	154,658	200,976
	16 LEDC/4A	1,375,370	1,586,990	1,679,512	1,322,363	1,565,553
	17 LRDC/4B	2,875,093	3,431,343	3,611,281	3,160,075	3,395,450
	18 Golf Course	534,092	884,833	842,940	896,972	1,284,127
	19 Sanitation	2,749,060	2,751,711	2,320,283	2,666,105	2,983,621
	21 E911	281,505	306,093	219,422	260,596	257,488
	37 New Equipment Fund	-	-	-	-	111,205
	53 Stormwater	1,956,570	1,904,949	1,636,102	1,640,237	1,987,254
Total		\$ 99,952,228	\$ 79,429,848	\$ 74,962,945	\$ 71,326,164	\$ 80,419,175
TOTAL EXPENDITURES		2020	2021	2022		2023
Fund Number	Fund	Actual	Actual	Year to Date	Budget	Proposed
	1 General Fund	28,689,447	29,922,347	26,791,904	35,225,766	38,323,836
	2 G.O. Debt Service	34,565,875	5,508,638	3,872,413	5,517,423	5,489,220
	4 Street Maintenance	293,326	1,738,764	893,084	924,960	1,116,547
	5 WaterWastewater	15,582,242	17,486,994	14,824,824	17,760,213	20,630,177
	9 Airport	643,041	503,138	661,661	578,505	518,962
	14 HotelMotel	20,423	41,116	24,465	52,920	44,478
	16 LEDC/4A	698,223	982,423	1,148,344	1,374,035	2,522,227
	17 LRDC/4B	3,731,163	2,935,400	2,629,877	3,727,108	3,941,805
	18 Golf Course	959,582	996,175	984,844	1,061,201	1,300,907
	19 Sanitation	2,046,282	1,859,182	1,645,156	2,097,629	2,690,921
	21 E911	201,343	273,270	207,031	221,618	382,850
	37 New Equipment Fund	-	-	-	-	-
	53 Stormwater	1,297,553	1,692,449	1,386,362	2,245,631	2,379,240
Total		\$ 88,728,502	\$ 63,939,895	\$ 55,069,966	\$ 70,787,010	\$ 79,341,171
BALANCES		2020	2021	2022		2023
		Actual	Actual	Year to Date	Budget	Proposed
	Net Gain (Loss)	11,223,726	15,489,952	12,248,505	539,153	1,078,004
	Beginning Balance	9,167,699	20,391,425	35,881,377	35,881,377	45,260,063
	Ending Balance	20,391,425	35,881,377	45,260,063	36,420,531	46,338,067
	Fund Balance (audited)	140,295,544	156,051,200			
	Ending Balance as % of Expenditures	22.98%	56.12%	82.19%	51.45%	58.40%

## CITY OF LANCASTER CITY COUNCIL

### City Council Regular Meeting

5.

**Meeting Date:** 12/11/2023

**Policy Statement:** This request supports the City Council 2023-2024 Policy Agenda

**Goal(s):** Financially Sound Government

**Submitted by:** Christine Harris Reed, Director of Finance

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#### **Agenda Caption:**

Consider a resolution declaring the official intent to reimburse expenses incurred for the purchase of land, design, construction and any other associated fees for fire station four.

#### **Background:**

The City currently has three fire stations. With the city's growth over the past few years, a new fire station is planned. A reimbursement resolution will enable the City to reimburse itself for any expenditures incurred prior to the issuance of the certificates of obligation for fire station four. This reimbursement resolution will allow the city to begin incurring reimbursable expenditures for the purchase of land, design, construction and any other associated fees prior to the issuance and receipt of the Certificate of Obligation to finance the project. These expenditures will be reimbursed from Certificate of Obligation proceeds.

#### **Operational Considerations:**

Utilization of funds from the issuance of Certificates of Obligation for this project will allow for the process to begin ensuring the project can be completed timely.

#### **Legal Considerations:**

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

#### **Public Information Considerations:**

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

#### **Fiscal Impact:**

The approval of the resolution allows the City to reimburse itself for any funds expended on the project prior to receipt of the Certificate of Obligation proceeds.

#### **Options/Alternatives:**

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

#### **Recommendation:**

Staff recommends approval of the resolution as presented.

#### **Attachments**

Resolution



## **RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, DECLARING AN OFFICIAL INTENT TO REIMBURSE EXPENSES INCURRED FOR PURCHASE OF LAND, DESIGN, CONSTRUCTION AND OTHER ASSOCIATED FEES FOR FIRE STATION FOUR; WITH PROCEEDS OF FUTURE CERTIFICATE OF OBLIGATION IN AN AMOUNT NOT TO EXCEED \$17,000,000; REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lancaster, Texas, (the “Issuer”), intends to issue a Certificate of Obligation for (i) the purchase of land, design, construction and any other associated fees; (ii) the design and construction of a fire station; and (iii) the cost of professional services rendered in connection with this project for and within the City of Lancaster, Texas, (the “Project”); and further intends to make certain capital expenditures with respect to the Project and currently desires and expects to reimburse the capital expenditures with proceeds of such debt; and

**WHEREAS**, the City of Lancaster desires to purchase land to design and construct a fire station; and

**WHEREAS**, the City of Lancaster desires to obtain tax-exempt financing for the cost of such construction; and

**WHEREAS**, in conjunction with the costs related to the construction, the City of Lancaster intends to authorize the issuance of Certificates of Obligation in an amount not to exceed \$17,000,000.

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

**SECTION 1.** In order to comply with the requirements of the United States Treasury Regulations Section 1.150-2, the City Council of the City of Lancaster, Texas (the “Issuer”) intends to reimburse expenditures for the construction of a fire station as follows:

a) Expenditures to be Incurred. The Issuer anticipates incurring Expenditures (the “Expenditures”) for said construction.

b) Plan of Finance. The Issuer intends to finance the costs of the above purchase with the proceeds of debt to be issued by the Issuer (the "Borrowing") and the interest on which is to be excluded from gross income for federal income tax purposes.

c) Maximum Principal Amount of Debt to be Issued. The maximum principal amount of the borrowing to be incurred by the Issuer to finance the purchase is \$17,000,000.

d) Declaration of Official Intent to Reimburse. The Issuer hereby declares its official intent to reimburse itself with the proceeds of the Borrowing for any of the expenditures incurred by it prior to the issuance of the borrowing.

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

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

**SECTION 4.** This resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

**DULY PASSED** and approved by the City Council of the City of Lancaster, Texas, on this the 11th day of December 2023.

**ATTEST:**

**APPROVED:**

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Sorangel O. Arenas, City  
Secretary

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Clyde C. Hairston, Mayor

**APPROVED AS TO FORM:**

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David T. Ritter, City Attorney

## CITY OF LANCASTER CITY COUNCIL

### City Council Regular Meeting

6.

**Meeting Date:** 12/11/2023

**Policy Statement:** This request supports the City Council 2023-2024 Policy Agenda

**Goal(s):** Sound Infrastructure  
Quality Development

**Submitted by:** Nyliah Acosta, Assistant Director of Development Services

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#### **Agenda Caption:**

M24-10 Discuss and consider a resolution authorizing the City Manager to execute a Development Agreement with CP Lancaster Land LP., relating to building materials for the development of the properties addressed as 901, 903, 905, 907, and 1104 E. Belt Line Road, and 900 & 1000 Greene Road being a 136.07 acre tract of land.

#### **Background:**

1. **Location and Size:** The property is located on the north side of E. Belt Line Road addressed as 901, 903, 905, 907, & 1104 E. Belt Line Road and 900 & 1000 Greene Road. The property is approximately 136.07 acres in size.
2. **Current Zoning:** The subject site is currently zoned Light Industrial (LI), Agricultural Open (AO), Lanport Overlay Business Park Sub-District.
3. **Adjacent Properties:**
  - North:** Agricultural Open (A-O) Lanport Overlay - Undeveloped Land
  - South:** Agricultural Open (A-O); CP Belt Line South Planned Development (PD); Logistics Port Planned Development - Undeveloped Land
  - East:** Logistics Port Planned Development (PD) - Undeveloped Land
  - West:** Agricultural Open (A-O) Lanport Overlay - Undeveloped Land
4. **Comprehensive Plan Compatibility:** The Future Land Use Plan of the Comprehensive Plan identifies this site as Aviation. The proposed data center and industrial uses are consistent with the Comprehensive Plan.

#### 5. **Case History:**

Date	Body	Action
01/02/2008	CC	Lanport Overlay Adopted by CC
10/16/1989	CC	Zoning Map Adopted

#### **Operational Considerations:**

This is a companion item to zoning case Z24-1, a zoning change request from Light Industrial (LI), Agricultural Open (AO), Lanport Overlay Business Park Sub-District to a Planned Development with Data Center, and limited Lanport Overlay Business Park Sub-District uses. The purpose of this development agreement is to ensure the planned development to be known as CP Belt Line North 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. Materials will consist of 100% traditional masonry (i.e., brick, stone, architectural cast-stone, concrete block, or similar materials), concrete tilt wall, pre-cast concrete panels, or 3-stage stucco when a facade is 20% or more visible from the street. For buildings that are setback by less than 250 feet from a public rights-of-way, a minimum of 30% of a façade adjacent to a public rights-of-way shall be made up of glass. For buildings set back 250 feet or more from a public rights-of-way, a minimum of 20% of a façade adjacent to a public right-of-way shall be made up of glass.

**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 as presented.

**Attachments**

Resolution

Development Agreement

Location Map

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## **RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, AUTHORIZING A DEVELOPMENT AGREEMENT (CASE NUMBER M24-10), ATTACHED AND INCORPORATED HERETO AS "EXHIBIT A", BETWEEN THE CITY OF LANCASTER, TEXAS AND CP LANCASTER LAND LP., REGARDING BUILDING MATERIALS FOR THE DEVELOPMENT OF THE 136.07 ACRES PROPERTY ADDRESSED AS 901, 903, 905, 907, & 1104 E. BELT LINE ROAD AND 900 & 1000 GREENE ROAD, BEING A TRACT OF LAND TRACT OF LAND SITUATED IN THE JAMES MCMILLAN SURVEY, ABSTRACT NO. 987, AND THE THOMAS M. ELLIS SURVEY, ABSTRACT NO. 432, CITY OF LANCASTER, DALLAS COUNTY, TEXAS, AND BEING ALL OF A CALLED 44.408 ACRE TRACT OF LAND DESCRIBED IN THE GENERAL WARRANTY DEED TO CP LANCASTER LAND, LP, RECORDED IN INSTRUMENT NO. 202200241508, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS (O.P.R.D.C.T.), AND BEING ALL OF A CALLED 20.00 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO CP LANCASTER LAND, LP, RECORDED IN INSTRUMENT NO. 202200147244, O.P.R.D.C.T., AND BEING ALL OF A CALLED 9.99 ACRE TRACT OF LAND DESCRIBED IN THE SPECIAL WARRANTY DEED TO CP LANCASTER LAND, LP, RECORDED IN INSTRUMENT NO. 2022002053029, O.P.R.D.C.T., AND BEING ALL OF LOT 1, BLOCK 1, AIA CHARTER SCHOOL SUBDIVISION, AN ADDITION TO THE CITY OF LANCASTER, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN INSTRUMENT NO. 201200009031, O.P.R.D.C.T., AS CONVEYED IN THE GENERAL WARRANTY DEED TO CP LANCASTER LAND, LP RECORDED IN INSTRUMENT NO. 202200247771, O.P.R.D.C.T., AND BEING ALL OF A CALLED 24.563 ACRE TRACT OF LAND DESIGNATED AS "TRACT ONE" AND ALL OF A CALLED 24.550 ACRE TRACT OF LAND DESIGNATED AS "TRACT TWO" IN THE GENERAL WARRANTY DEED TO CP LANCASTER LAND, LP, RECORDED IN INSTRUMENT NO. 202200113579, O.P.R.D.C.T., AND BEING A PORTION OF BELT LINE ROAD (A CALLED 100-FOOT RIGHT-OF-WAY) AND GREENE ROAD (A 40-FOOT PRESCRIPTIVE RIGHT-OF-WAY); PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEAL CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, CP Lancaster Land LP is the owner of the 136.07 acre tract of land located at 901, 903, 905, 907, & 1104 E Belt Line Road and 900 & 1000 Greene Road, tract of land situated in the James McMillan Survey, Abstract No. 987, and the Thomas M. Ellis Survey, Abstract No. 432, City of Lancaster, Dallas County, Texas, and being all of a called 44.408 acre tract of land described in the General Warranty Deed to CP Lancaster Land, LP, recorded in Instrument No. 202200241508, Official Public Records, Dallas County, Texas (O.P.R.D.C.T.), and being all of a called 20.00 acre tract of land described in a Special Warranty Deed to CP Lancaster Land, LP, recorded in Instrument No. 202200147244, O.P.R.D.C.T., and being all of a called 9.99 acre tract of land described in the Special Warranty Deed to CP Lancaster Land, LP, recorded in Instrument No. 2022002053029, O.P.R.D.C.T., and being all of Lot 1, Block 1, AIA Charter School Subdivision, an addition to the City of Lancaster, Texas, according to the plat thereof recorded in Instrument No. 201200009031, O.P.R.D.C.T., as conveyed in the General Warranty Deed to CP Lancaster Land, LP recorded in Instrument No. 202200247771, O.P.R.D.C.T., and being all of a called 24.563 acre tract of land designated as "Tract One" and all of a called 24.550 acre tract of land designated as "Tract Two" in the General Warranty Deed to CP Lancaster Land, LP, recorded in Instrument No. 202200113579, O.P.R.D.C.T., and being a portion of Belt Line Road (a called 100-foot right-of-way) and Greene Road (a 40-foot prescriptive right-of-way) (the property); and

**WHEREAS**, CP Lancaster Land LP and the City have negotiated and agreed upon building materials as described in "Exhibit C", for the Property, and have agreed upon the Development Agreement attached hereto as "Exhibit A" for the property described as "Exhibit B" "Legal Description" all of which are 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 the property 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.** Should any part of this resolution be held invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared severable.

**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 the date of passage and is provided by law.

**DULY PASSED** and approved by the City Council of the City of Lancaster, Texas, on this the 11th Day of December, 2023.

**ATTEST:**

**APPROVED:**

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Sorangel O. Arenas, City Secretary

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Clyde C. Hairston, Mayor

**APPROVED AS TO FORM:**

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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 CP Lancaster Land, LP ("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 properties addressed as 901, 903, 905, 907, and 1104 E. Belt Line Road, and 900 & 1000 Greene Road, 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 December 5, 2023, 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:             CP Lancaster Land, LP  
                                  16400 Dallas Parkway, Suite 150  
                                  Dallas, TX 75248

**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 \_\_\_\_\_, 2023, 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:**

**CP Lancaster Land, LP**

**By: CP Lancaster Land GP, LLC**

**STATE OF TEXAS**

By: \_\_\_\_\_  
Name: Timothy B. Keith  
Title: Manager

**COUNTY OF DALLAS     )  
  )**

      This instrument was acknowledged before me on the \_\_\_\_day  
of\_\_\_\_\_, 2023, by CP Lancaster Land, LP known to be the person  
whose 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: \_\_\_\_\_

**Exhibit B**  
**Legal Description**

**ZONING DESCRIPTION**

**CP LANCASTER LAND, L.P. – 136.07 ACRES OF LAND, MORE OR LESS**

**BEING** a tract of land situated in the James McMillan Survey, Abstract No. 987, and the Thomas M. Ellis Survey, Abstract No. 432, City of Lancaster, Dallas County, Texas, and being all of a called 44.408 acre tract of land described in the General Warranty Deed to CP Lancaster Land, LP, recorded in Instrument No. 202200241508, Official Public Records, Dallas County, Texas (O.P.R.D.C.T.), and being all of a called 20.00 acre tract of land described in a Special Warranty Deed to CP Lancaster Land, LP, recorded in Instrument No. 202200147244, O.P.R.D.C.T., and being all of a called 9.99 acre tract of land described in the Special Warranty Deed to CP Lancaster Land, LP, recorded in Instrument No. 2022002053029, O.P.R.D.C.T., and being all of Lot 1, Block 1, AIA Charter School Subdivision, an addition to the City of Lancaster, Texas, according to the plat thereof recorded in Instrument No. 201200009031, O.P.R.D.C.T., as conveyed in the General Warranty Deed to CP Lancaster Land, LP recorded in Instrument No. 202200247771, O.P.R.D.C.T., and being all of a called 24.563 acre tract of land designated as "Tract One" and all of a called 24.550 acre tract of land designated as "Tract Two" in the General Warranty Deed to CP Lancaster Land, LP, recorded in Instrument No. 202200113579, O.P.R.D.C.T., and being a portion of Beltline Road (a called 100-foot right-of-way) and Greene Road (a 40-foot prescriptive right-of-way), and being more particularly described as follows:

**BEGINNING** at the intersection of the approximate centerline of said Beltline Road and the projected west line said Lot 1, Block 1;

**THENCE** North 02°26'24" West, passing at a distance of 57.4 feet, the southwest corner of said Lot 1, Block 1, and continuing with the west line of said Lot 1, Block 1 for a total distance of 2,719.96 feet to the northwest corner of said Lot 1, Block 1, same being the southwest corner of said 24.563 acre tract;

**THENCE** North 02°23'36" West, with the west line of said 24.563 acre tract, passing at a distance of 931.1 feet, the northwest corner of said 24.563 acre tract, and continuing for a total distance of 950.00 feet to a point for corner at the intersection of the approximate centerline of said Greene Road and the project west line of said 24.563 acre tract, and being in the south line of a called 23.0820 acre tract of land designated as "Tract 2" in the Special Warranty Deed to WHL Dallas 45 LLC, recorded in Instrument No. 201600357674, O.P.R.D.C.T.;

**THENCE** North 89°19'58" East, along the approximate centerline of said Greene Road and with the south line of said 23.0820 acre tract, a distance of 2,314.27 feet to a point for corner at the intersection of said approximate centerline and the east line of said 24.550 acre tract;

**THENCE** South 01°09'05" East, passing at a distance of 18.4 feet, the northeast corner of said 24.550 acre tract, and continuing with the east line of said 24.550 acre tract for a total distance of 944.25 feet to the southeast corner of said 24.550 acre tract, same being the northeast corner of a called 46.2588 acre tract of land described in the Special Warranty Deed to Base21, LLC, recorded in Instrument No. 202200017686, O.P.R.D.C.T.;

**THENCE** South 89°11'57" West, along the common line of said 24.550 acre tract and said 46.2588 acre tract, a distance of 825.96 feet to northwest corner of said 46.2588 acre tract, same being the northeast corner of said 44.408 acre tract;

**THENCE** South 00°39'38" East, along the common line of said 46.2588 acre tract and said 44.408 acre tract, passing at a distance of 2,527.6 feet, the southeast corner of said 44.408 acre tract, and continuing for a total distance of 2,578.84 feet to a point for corner at the intersection of the approximate centerline of said Beltline Road and the projected east line of said 44.408 acre tract;

**THENCE** along the approximate centerline of said Beltline Road, the following courses and distances:

South 76°31'18" West, a distance of 316.49 feet to the beginning of a non-tangent curve to the right with a radius of 2,864.18 feet, a central angle of 07°56'09", and a chord bearing and distance of South 80°40'02" West, 396.38 feet;

In a southwesterly direction, with said non-tangent curve to the right, an arc distance of 396.70 feet to a point for corner at the intersection of the approximate centerline of Beltline Road and the projected east line of a called 1.8367 acre tract of land described in the Deed to the City of Lancaster, recorded in Volume 99105, Page 1804, Deed Records, Dallas County, Texas (D.R.D.C.T.);

**THENCE** departing said approximate centerline of Beltline Road and continuing around boundary of said 1.8367 acre tract, the following courses and distances:

North 02°27'42" West, a distance of 550.40 feet to a point for corner;

North 87°36'52" East, a distance of 224.83 feet to a point for corner;

North 02°23'08" West, a distance of 255.00 feet to a point for corner;

South 87°36'52" West, a distance of 254.88 feet to a point for corner;

South 02°27'03" East, a distance of 806.80 feet to a point for corner at the intersection of said approximate centerline of Beltline Road and the projected west line of said 1.8367 acre tract, and being at the beginning of a non-tangent curve to the right with a radius of 2,864.18 feet, a central angle of 03°38'12", and a chord bearing and distance of South 87°03'05" West, 181.77 feet;

**THENCE** along the approximate centerline of said Beltline Road, the following courses and distances:

In a southwesterly direction, with said non-tangent curve to the right, an arc distance of 181.80 feet to a point for corner;

South 88°52'11" West, a distance of 309.40 feet to a point for corner;

South 88°52'11" West, a distance of 161.95 feet to a point for corner; to the **POINT OF BEGINNING** and containing 5,927,146 square feet or 136.07 acres of land, more or less. Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

Bearing system 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.

**Exhibit C**  
**Design Elements/Development Standards**

In consideration for the approval of Zoning Case Z24-1, 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:

**Additional Design Elements/Development Standards**


1. **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, or 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. For buildings that are setback by less than 250 feet from a public rights-of-way, a minimum of 30% of a façade adjacent to a public rights-of-way shall be made up of glass. For buildings set back 250 feet or more from a public rights-of-way, a minimum of 20% of a façade adjacent to a public right-of-way shall be made up of glass.





# City of Lancaster Lancaster Belt Line North Zoned: AO & LI

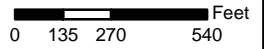


**DISCLAIMER / LIMITATION OF LIABILITY**  
The information on this map is provided by the City of as a public service. We are continually updating the data in order to provide the most accurate information possible. Such information is intended for reference only. The City of Lancaster does not guarantee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

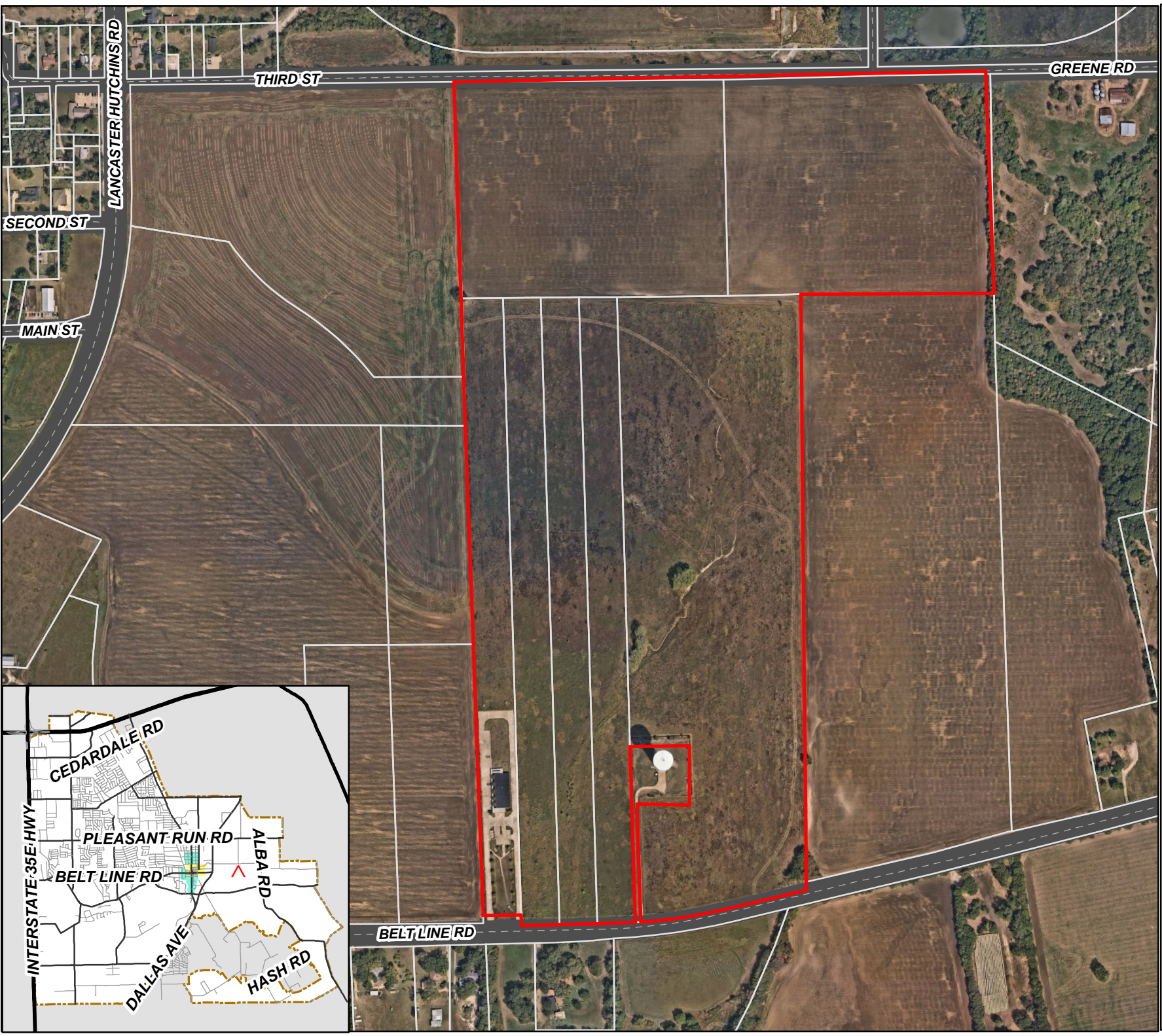
 TargetParcel

 Parcels

 Streets



Date: 11/28/2023





# CITY OF LANCASTER CITY COUNCIL

## City Council Regular Meeting

7.

**Meeting Date:** 12/11/2023

**Policy Statement:** This request supports the City Council 2023-2024 Policy Agenda

**Goal(s):** Sound Infrastructure  
Quality Development

**Submitted by:** Nyliah Acosta, Assistant Director of Development Services

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### **Agenda Caption:**

Z24-1 Conduct a public hearing and consider an ordinance to change the zoning from Light Industrial (LI), Agricultural Open (AO), Lanport Overlay Business Park Sub-District to a Planned Development with Data Center uses, and limited Lanport Overlay Business Park Sub-District uses, on a property addressed as 901, 903, 905, 907, & 1104 E. Belt Line Road and 900 & 1000 Greene Road being a 136.07 acre tract of land. The CP Beltline North Planned Development District will do the following: 1) Define Data Center; 2) Allow for data centers and limited Business Park Sub-District uses; 2) Increase the maximum allowable building height to 110-feet from the current 45-feet or 3-stories, as outlined in the Lanport Overlay; and 3) Provide a parking ratio consistent with a Data Center's working population.

### **Background:**

- 1. Location and Size:** The property is located on the north side of E. Belt Line Road addressed as 901, 903, 905, 907, & 1104 E. Belt Line Road and 900 & 1000 Greene Road. The property is approximately 136.07 acres in size.
- 2. Current Zoning:** The subject site is currently zoned Light Industrial (LI), Agricultural Open (AO), Lanport Overlay Business Park Sub-District.
- 3. Adjacent Properties:**
  - North:** Agricultural Open (A-O) Lanport Overlay - Undeveloped Land
  - South:** Agricultural Open (A-O), CP Belt Line South Planned Development (PD); Logistics Port Planned Development - Undeveloped Land
  - East:** Logistics Port Planned Development (PD) - Undeveloped Land
  - West:** Agricultural Open (A-O) Lanport Overlay - Undeveloped Land
- 4. Comprehensive Plan Compatibility:** The Future Land Use Plan of the Comprehensive Plan identifies this site as Aviation. The proposed data center and industrial uses are consistent with the Comprehensive Plan.

### **5. Case History:**

Date	Body	Action
12/05/2023	P&Z	Z24-1 Recommended approval of PD
01/02/2008	CC	Lanport Overlay Adopted by CC
10/16/1989	CC	Zoning Map Adopted

**Operational Considerations:**

CP Belt Line North is a proposed planned development designed with the intent of supporting data center and industrial uses. The site will have frontage along Belt Line Road and Greene Road, and will contain approximately 136.07 acres. The site is proposed to be composed of ten (10) data centers total. Each tract could potentially have multiple users and buildings with intended uses such as data centers, e-commerce, and other related logistics uses.

**Consistency with the City's Comprehensive Plan**

The City's Future Land Use Plan of the Comprehensive Plan identifies this site as Aviation. The Aviation land use category allows for primary flex industrial/office space, retail, civic and institutional uses, and parks. The intended industrial and data center uses are consistent with the future land use.

**Proposed Uses, Development Densities, Intensities, and Development Regulations are Generally Consistent.**

The concept plan and uses are in compliance with the Lanport Overlay regulations, with the exception of the building height and glazing. The applicant proposes a maximum allowable building height of 110-feet. The Business Park Sub-district only allows for 45-feet or 3-stories. In addition, the applicant proposes buildings that are setback less than 250-feet from a public rights-of-way, provide a minimum of 30% glass on the facade when adjacent to a public rights-of-way. For buildings set back 250-feet or more from a public rights-of-way, a minimum of 20% glass shall be provided on the facade when adjacent to a public right-of-way. The Lanport requires 40% glass when a facade is adjacent to a rights-of-way. All uses, regulations, and design standards will be controlled by the proposed PD, should Council approve the request.

**Configuration of Uses are Compatible with Existing and Planned Adjoining Uses**

The subject property is adjacent to undeveloped land. 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**

Belt Line Road is a proposed four-lane Major Arterial Type B, requiring 100-feet in rights-of-way. Greene Road is a proposed four-lane Minor Arterial, requiring 100-feet in rights-of-way. At the time of platting, all applicable improvements will be identified.

**Proposed 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". At the time of site plan submittal, 20% open space will be required.

**Publicly Accessible Open Space**

Open space will be accounted for at the time of site plan submittal. Open space will be required to be accessible.

**Amenities**

No amenities are being proposed at this time. Amenities are not required; however, during the site plan phase, amenities such as walking trails, parks, gardens, bike paths, and public art can be considered.

**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)**

At this time, a TIA has not been conducted, and is not required.

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.

**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 November 19, 2023 a notice for this public hearing appeared in the Focus Daily Newspaper. Staff also mailed notifications of this public hearing to property owners within 200 feet of the subject site, and posted a sign on the property. At the time of this report, staff has not received any letters of support, or 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 December 5, 2023, at their Regular Meeting, the Planning and Zoning Commission recommended approval, as presented. Staff concurs.

**Attachments**

Ordinance

Location Map

Letter of Intent

Planned Development

Land Use Comparison Chart

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## ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, CHANGING THE ZONING (Z24-1) DESIGNATION ON REAL PROPERTY ADDRESSED AS 901, 903, 905, 907, & 1104 E. BELT LINE ROAD AND 900 & 1000 GREENE ROAD, BEING A 136.07 ACRE TRACT OF LAND SITUATED IN THE JAMES MCMILLAN SURVEY, ABSTRACT NO. 987, AND THE THOMAS M. ELLIS SURVEY, ABSTRACT NO. 432, CITY OF LANCASTER, DALLAS COUNTY, TEXAS, AND BEING ALL OF A CALLED 44.408 ACRE TRACT OF LAND DESCRIBED IN THE GENERAL WARRANTY DEED TO CP LANCASTER LAND, LP, RECORDED IN INSTRUMENT NO. 202200241508, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS (O.P.R.D.C.T.), AND BEING ALL OF A CALLED 20.00 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO CP LANCASTER LAND, LP, RECORDED IN INSTRUMENT NO. 202200147244, O.P.R.D.C.T., AND BEING ALL OF A CALLED 9.99 ACRE TRACT OF LAND DESCRIBED IN THE SPECIAL WARRANTY DEED TO CP LANCASTER LAND, LP, RECORDED IN INSTRUMENT NO. 2022002053029, O.P.R.D.C.T., AND BEING ALL OF LOT 1, BLOCK 1, AIA CHARTER SCHOOL SUBDIVISION, AN ADDITION TO THE CITY OF LANCASTER, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN INSTRUMENT NO. 201200009031, O.P.R.D.C.T., AS CONVEYED IN THE GENERAL WARRANTY DEED TO CP LANCASTER LAND, LP RECORDED IN INSTRUMENT NO. 202200247771, O.P.R.D.C.T., AND BEING ALL OF A CALLED 24.563 ACRE TRACT OF LAND DESIGNATED AS "TRACT ONE" AND ALL OF A CALLED 24.550 ACRE TRACT OF LAND DESIGNATED AS "TRACT TWO" IN THE GENERAL WARRANTY DEED TO CP LANCASTER LAND, LP, RECORDED IN INSTRUMENT NO. 202200113579, O.P.R.D.C.T., AND BEING A PORTION OF BELT LINE ROAD (A CALLED 100-FOOT RIGHT-OF-WAY) AND GREENE ROAD (A 40-FOOT PRESCRIPTIVE RIGHT-OF-WAY) FROM LIGHT INDUSTRIAL (LI), AND AGRICULTURAL OPEN (AO), LANPORT OVERLAY TO A PLANNED DEVELOPMENT WITH DATA CENTER USES AND LIMITED LANPORT OVERLAY BUSINESS PARK SUB-DISTRICT USES; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A PENALTY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

**SECTION 2.** After the effective date of this Ordinance, Zoning Case No. Z24-1, the zoning of the 136.07-acre parcel comprising the Property is hereby changed from Light Industrial (LI), and Agricultural Open (AO), Lanport Overlay to a Planned Development with Data Center Uses and Limited Lanport Overlay Business Park Sub-District Uses as shown in "Exhibit B" "(Development Regulations)", "Exhibit C" "(Concept Plan)", "Exhibit D" "(Primary Uses Permitted)", and "Exhibit E" "(Parking Requirements)". The Property is more particularly described in "Exhibit A" Zoning Exhibit attached hereto and made a part hereof for all purposes. The City's Zoning Map shall be amended to reflect the zoning amendment referenced herein.

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

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

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

**SECTION 6.** Effective upon passage and publication.

**DULY PASSED** and approved by the City Council of the City of Lancaster, Texas, on this the 11th Day of December, 2023.

**ATTEST:**

**APPROVED:**

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Sorangel O. Arenas, City Secretary

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Clyde C. Hairston, Mayor

**APPROVED AS TO FORM:**

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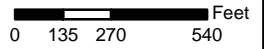
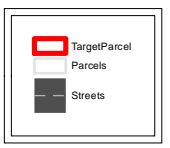
David T. Ritter, City Attorney



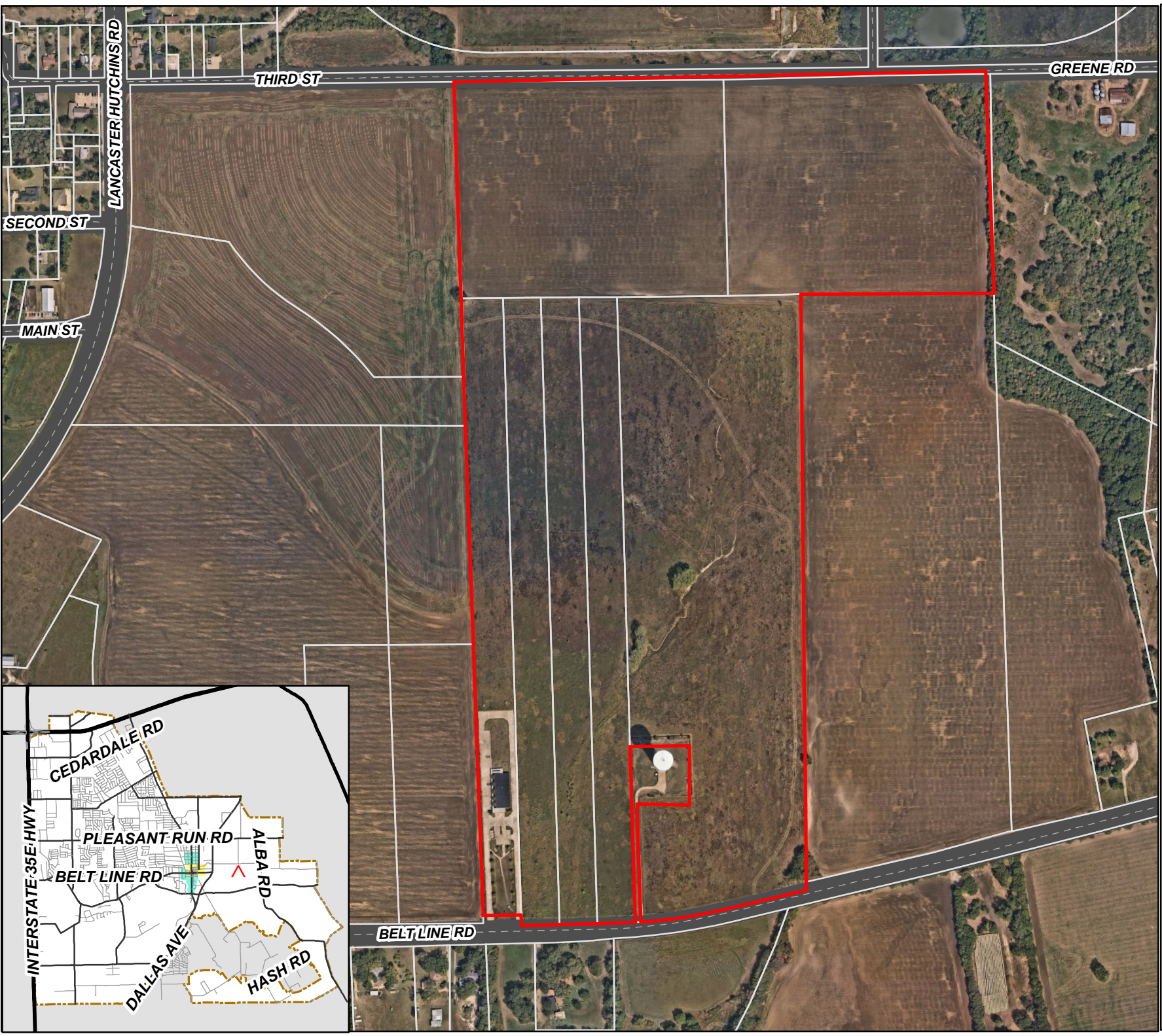
# City of Lancaster Lancaster Belt Line North Zoned: AO & LI



**DISCLAIMER / LIMITATION OF LIABILITY**  
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Date: 11/28/2023







*Package via email; one hard copy and application original by hand delivery*

November 6, 2023

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  
CP Belt Line North  
Lancaster, Texas***

Dear Ms. Coleman:

Thank you, City Staff, for your efforts and input thus far to advance the CP Belt Line North project in Lancaster. Following up our Pre-Submittal Application Conference held October 31, please receive this submitted Planned Development (PD) Application Package on behalf of Cawley Partners for their 134 acre land holding.

The intent of and purpose of the CP Belt Line North Planned Development District is to:

- Assume the regulations described in the Logistics Port Planned Development
- Remove Light Industrial zoning from one of the parcels under consideration
- Adding Data Center as a permitted defined land use to Logistics Port Subdistrict A
- Removing Brewery as an allowed use
- Increase the maximum allowable building height to 110 feet
- Defining a parking requirement consistent with a Data Center's working population

The submittal package consists of the following:

- Completed Planning Application and Checklist
- Review Fee – \$2,840 (\$1,500 flat fee plus \$10 per acre for 134 acres); will pay via credit card or check.
- Proposed Planned Development District in PDF and MSWord formats with the listed Exhibits:
  - Exhibit A – Legal Description
  - Exhibit B – Development Regulations
  - Exhibit C – Concept Plan
  - Exhibit D – Permitted Use Table (added use)
  - Exhibit E – Parking Requirements (added use)



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.

Please contact me with questions. We appreciate your guidance to date and 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 "Dan F. Grant".

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

cc: Opal Mauldin-Jones, City Manager  
Carey Neal, Assistant City Manager  
Tim Keith, Cawley Partners

## **EXHIBIT A**

### **PROPERTY DESCRIPTION**

**BEING** a tract of land situated in the James McMillan Survey, Abstract No. 987, and the Thomas M. Ellis Survey, Abstract No. 432, City of Lancaster, Dallas County, Texas, and being all of a called 44.408 acre tract of land described in the General Warranty Deed to CP Lancaster Land, LP, recorded in Instrument No. 202200241508, Official Public Records, Dallas County, Texas (O.P.R.D.C.T.), and being all of a called 20.00 acre tract of land described in a Special Warranty Deed to CP Lancaster Land, LP, recorded in Instrument No. 202200147244, O.P.R.D.C.T., and being all of a called 9.99 acre tract of land described in the Special Warranty Deed to CP Lancaster Land, LP, recorded in Instrument No. 2022002053029, O.P.R.D.C.T., and being all of Lot 1, Block 1, AIA Charter School Subdivision, an addition to the City of Lancaster, Texas, according to the plat thereof recorded in Instrument No. 201200009031, O.P.R.D.C.T., as conveyed in the General Warranty Deed to CP Lancaster Land, LP recorded in Instrument No. 202200247771, O.P.R.D.C.T., and being all of a called 24.563 acre tract of land designated as "Tract One" and all of a called 24.550 acre tract of land designated as "Tract Two" in the General Warranty Deed to CP Lancaster Land, LP, recorded in Instrument No. 202200113579, O.P.R.D.C.T., and being a portion of Beltline Road (a called 100-foot right-of-way) and Greene Road (a 40-foot prescriptive right-of-way), and being more particularly described as follows:

**BEGINNING** at the intersection of the approximate centerline of said Beltline Road and the projected west line said Lot 1, Block 1;

**THENCE** North 02°26'24" West, passing at a distance of 57.4 feet, the southwest corner of said Lot 1, Block 1, and continuing with the west line of said Lot 1, Block 1 for a total distance of 2,719.96 feet to the northwest corner of said Lot 1, Block 1, same being the southwest corner of said 24.563 acre tract;

**THENCE** North 02°23'36" West, with the west line of said 24.563 acre tract, passing at a distance of 931.1 feet, the northwest corner of said 24.563 acre tract, and continuing for a total distance of 950.00 feet to a point for corner at the intersection of the approximate centerline of said Greene Road and the project west line of said 24.563 acre tract, and being in the south line of a called 23.0820 acre tract of land designated as "Tract 2" in the Special Warranty Deed to WHL Dallas 45 LLC, recorded in Instrument No. 201600357674, O.P.R.D.C.T.;

**THENCE** North 89°19'58" East, along the approximate centerline of said Greene Road and with the south line of said 23.0820 acre tract, a distance of 2,314.27 feet to a point for corner at the intersection of said approximate centerline and the east line of said 24.550 acre tract;

**THENCE** South 01°09'05" East, passing at a distance of 18.4 feet, the northeast corner of said 24.550 acre tract, and continuing with the east line of said 24.550 acre tract for a total distance of 944.25 feet to the southeast corner of said 24.550 acre tract, same being the northeast corner of a called 46.2588 acre tract of land described in the Special Warranty Deed to Base21, LLC, recorded in Instrument No. 202200017686, O.P.R.D.C.T.;

**THENCE** South 89°11'57" West, along the common line of said 24.550 acre tract and said 46.2588 acre tract, a distance of 825.96 feet to northwest corner of said 46.2588 acre tract, same being the northeast corner of said 44.408 acre tract;

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**THENCE** along the approximate centerline of said Beltline Road, the following courses and distances:

South 76°31'18" West, a distance of 316.49 feet to the beginning of a non-tangent curve to the right with a radius of 2,864.18 feet, a central angle of 07°56'09", and a chord bearing and distance of South 80°40'02" West, 396.38 feet;

In a southwesterly direction, with said non-tangent curve to the right, an arc distance of 396.70 feet to a point for corner at the intersection of the approximate centerline of Beltline Road and the projected east line of a called 1.8367 acre tract of land described in the Deed to the City of Lancaster, recorded in Volume 99105, Page 1804, Deed Records, Dallas County, Texas (D.R.D.C.T.);

**THENCE** departing said approximate centerline of Beltline Road and continuing around boundary of said 1.8367 acre tract, the following courses and distances:

North 02°27'42" West, a distance of 550.40 feet to a point for corner;

North 87°36'52" East, a distance of 224.83 feet to a point for corner;

North 02°23'08" West, a distance of 255.00 feet to a point for corner;

South 87°36'52" West, a distance of 254.88 feet to a point for corner;

South 02°27'03" East, a distance of 806.80 feet to a point for corner at the intersection of said approximate centerline of Beltline Road and the projected west line of said 1.8367 acre tract, and being at the beginning of a non-tangent curve to the right with a radius of 2,864.18 feet, a central angle of 03°38'12", and a chord bearing and distance of South 87°03'05" West, 181.77 feet;

**THENCE** along the approximate centerline of said Beltline Road, the following courses and distances:

In a southwesterly direction, with said non-tangent curve to the right, an arc distance of 181.80 feet to a point for corner;

South 88°52'11" West, a distance of 309.40 feet to a point for corner;

South 88°52'11" West, a distance of 161.95 feet to a point for corner; to the **POINT OF BEGINNING** and containing 5,927,146 square feet or 136.07 acres of land, more or less.

Bearing system 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.



**Exhibit B**  
**Development Regulations**

**SECTION 1. STATEMENT OF INTENT AND PURPOSE.**

The intent of and purpose of the CP Belt Line North Planned Development District is to augment the current LanPort Overlay by:

- Assume the regulations of the LanPort Overlay Business Park Sub-District
- Adding Data Center as a permitted defined land use
- Increase the maximum allowable building height to 110 feet
- Defining a parking requirement consistent with a Data Center's working population

**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, terms will defer to the Lancaster Development Code definition.

- (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, and also includes support ancillary infrastructure including electrical substations.
- (c) DEVELOPMENT REGULATIONS means the PD Development Regulations set forth in this **Exhibit B**.
- (d) DISTRICT means the CP Belt Line North Planned Development District encompassing the Property.
- (e) PROPERTY means the property described on **Exhibit A**.

**SECTION 3. APPLICABLE REGULATIONS; PD CONCEPT PLAN; PD SITE PLAN; TRAFFIC IMPACT ANALYSIS DEFERRAL.**

Development and use of the Property shall comply with the provisions of the LanPort Overlay Business Park Sub-District and in the event of a conflict between governing documents, this PD ordinance shall control. If development of the Property is for Data Center use, such development shall generally conform to the Concept Plan attached as **Exhibit C**, however, actual building footprints and substation footprints shown on subsequent PD Site Plans may be located anywhere on the Concept Plan, and that parking areas, drives, access points, and other such internal infrastructure may be adjusted on such PD Site Plans as to size and location to serve such actual building and substation development. 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. Such 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. 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 temporary uses related to construction and development, including, but not limited to, the following uses on a temporary basis: construction yards, construction trailers, portable buildings, and asphalt or concrete batch plants. Portable buildings are excluded as primary uses. More than one primary use is permitted on a lot within separate buildings, and any permitted primary use may also be operated as an accessory use. Temporary uses will require a building permit.

#### **SECTION 5. DIMENSIONAL STANDARDS.**

- (a) The maximum building height is 110 feet above adjacent constructed grade, except that buildings may be restricted by the Federal Aviation Administration (FAA) regulations.

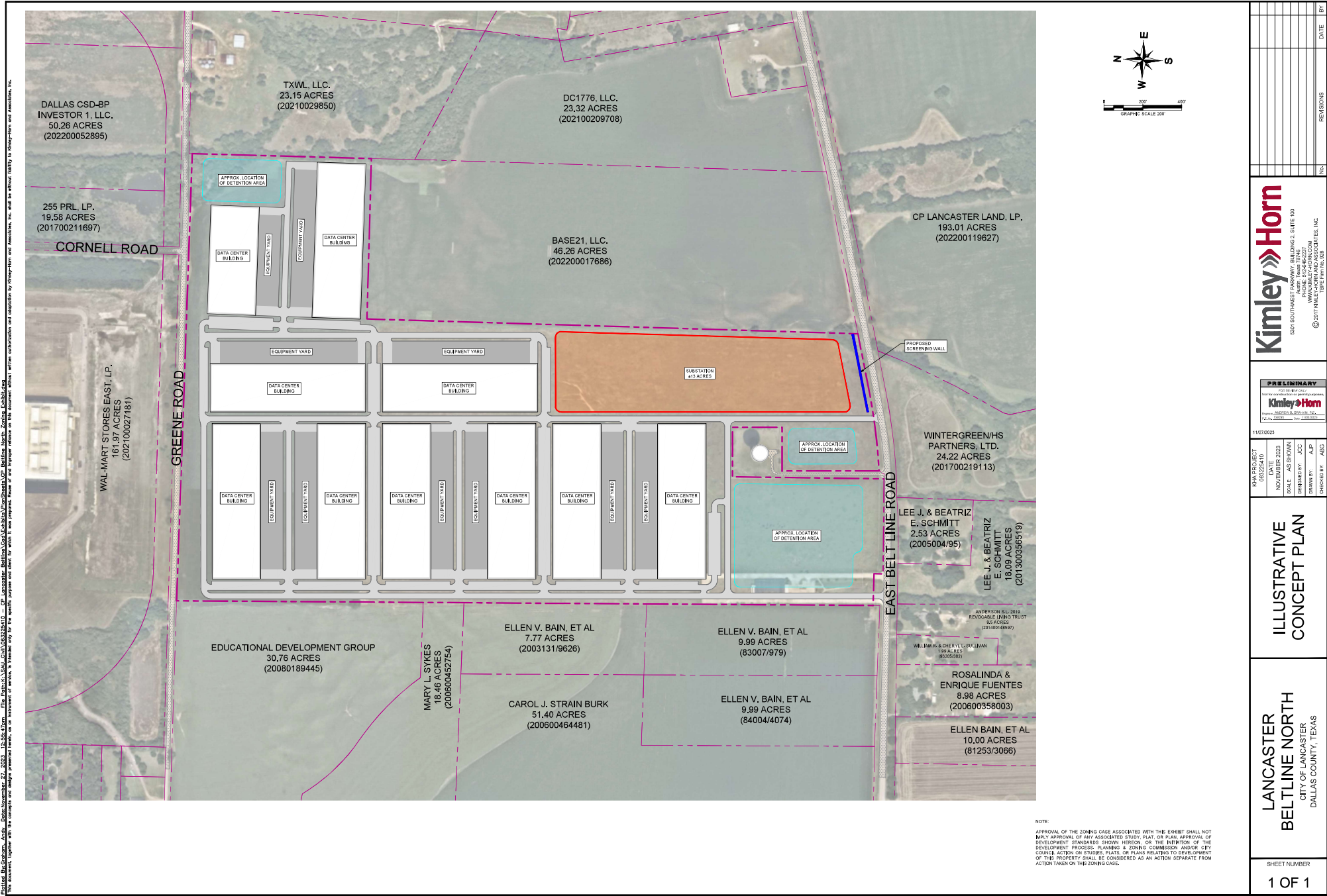
#### **SECTION 6. OFF-STREET PARKING.**

Off-street parking shall comply with the requirements of the Lancaster Development Code. See **Exhibit E** for the exclusive off-street parking requirements for uses added by this PD to the Property. Designated loading spaces, defined as temporary parking of a vehicle while loading or unloading materials, shall not be required.

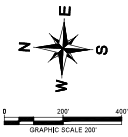
#### **SECTION 7. SCREENING.**

Any substation, switching station, or mechanical equipment adjacent to the Belt Line Road right-of-way, shall be screened with a six (6) to eight (8) foot tall masonry wall.

Exhibit C Concept Plan



NOTE:  
APPROVAL OF THE ZONING CASE ASSOCIATED WITH THIS EXHIBIT SHALL NOT  
IMPLY APPROVAL OF ANY ASSOCIATED STUDY, PLAN, OR PLAN, APPROVAL OF  
DEVELOPMENT STANDARDS SHOWN HEREON, OR THE INTENTION OF THE  
DEVELOPMENT PROCESS, PLANNING & ZONING COMMISSION, AND/OR CITY  
COUNCIL ACTION ON STUDIES, PLANS, OR PLANS RELATING TO DEVELOPMENT  
OF THIS PROPERTY SHALL BE CONSIDERED AS AN ACTION SEPARATE FROM  
ACTION TAKEN ON THIS ZONING CASE.



KIMLEY-HORN & ASSOCIATES, INC. 5201 SOUTHWEST PARKWAY, BUILDING 2, SUITE 100 ADDY, TEXAS 75426 (940) 386-1000 WWW.KIMLEY-HORN.COM © 2017 KIMLEY-HORN & ASSOCIATES, INC. TYPE Form No. 028		DATE	BY
		REVISIONS	
PRELIMINARY For the City of Lancaster, Texas Not for construction or permit purposes KIMLEY-HORN & ASSOCIATES, INC. 11/27/2023			
KIM PROJECT NO.	DATE	SCALE	AS SHOWN
NOVEMBER 2023	NOVEMBER 2023	SCALE	AS SHOWN
DESIGNED BY	JCC	DRAWN BY	AJP
CHECKED BY	ABG		
ILLUSTRATIVE CONCEPT PLAN		LANCASTER BELTLINE NORTH CITY OF LANCASTER DALLAS COUNTY, TEXAS	
SHEET NUMBER		1 OF 1	

**Exhibit D**  
**Permitted Use Table**

	<b>CP Belt Line North Proposed PD Use Chart</b>
<b>Rural &amp; Animal-Related</b>	<b>(P = permitted by right)</b> <b>(S = SUP)</b> <b>(Blank Not Permitted)</b>
Agricultural Uses on Un-Platted Land	P
<b>Institutional &amp; Community Service</b>	
College, University, or Seminary	
Emergency Ambulance Services, Ground	
Government Facility	P
Library, Art Gallery or Museum (Public)	
<b>Office &amp; Professional</b>	
Bank, Savings and Loan, Credit Union or similar Financial Institution with Drive-Through+	
Bank, Savings and Loan, Credit Union or similar Financial Institution without Drive-Through	
Office Building, less than 5,000 square feet	
Office Building, 5,000 square feet or more	P
<b>Retail &amp; Personal Services</b>	
Copy Center	
Rental Store, without Outside Storage and Display	

Restaurant, Less than 2,000 Square Feet, with Drive-Thru+	
Restaurant, Less than 2,000 Square Feet, without Drive-Thru	
Restaurant, 2000 Square Feet or more, with Drive-Thru+	
Restaurant, 2000 Square Feet or more, without Drive-Thru	
Retail store with gasoline product sales limited to 2 fuel dispensers and 4 vehicles	
<b>Commercial &amp; Business Services</b>	
Building & Landscape Material with Outside Storage+	
Building Maintenance, Service & Sales with Outside Storage+	P
Feed Store, Ranch Supply	
Food Processing	
Furniture Upholstery, Refinishing or Resale	
Heavy Machinery & Equipment (Rental, Sales & Service)	P
Locksmith	
Machine Shop	
Manufactured Building/Housing Sales	
Medical or Scientific Research Lab	P
Research and Technology	P
Trade School	
Temporary On-site Construction Office+	P

<b>Auto &amp; Marine-Related</b>	
Car Wash/Auto Detail+ (Accessory Use Only)	
Service Station+ (Accessory Use Only)	
<b>Industrial &amp; Manufacturing</b>	
Asphalt or Concrete Batch Plant, Temporary+	P
Bottle Works, Milk or Soft Drinks	P
Brewery, Distillery or Winery (Excluding Brew Pub)	
Food Processing (No Slaughtering)	P
Light Assembly & Fabrication	P
Manufacturing, Light	P
Metal Plating, Electro Plating	P
Monument Works, Stone and Metal	P
Printing & Publishing	P
Salvage or Reclamation of Products (Indoors)	
Sheet Metal Shop	
Tool, Dye, Gauge and Machine Shop	
Welding Repair	P
<b>Wholesale, Distribution &amp; Storage</b>	
Cold Storage Plant	P
Heavy Construction Trade (W/ No Outside Storage)	

Mini-warehouse+	
Outside Storage+	
Warehouse/ Distribution Center	P
Wholesale Showroom Facility	P
<b>Utilities, Communications &amp; Transportation</b>	
Airport, Heliport or Landing Field	
Bus Service Facility	
Telephone Switching Station	P
Data Center	P
Electrical Substation (Accessory Use Only)	Accessory
Helipad	
Utilities (Non-Municipally owned or Controlled), including Water Treatment, and Supply, and Wastewater Treatment	S
Radio Broadcasting	
Railroad Yard or Shop	
TV Broadcasting & Other Communication Service	
Wireless Communication Tower	S

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

**Exhibit E**  
**Parking Requirements**

<b>Utilities, Communications &amp; Transportation</b>	<b>Minimum Parking Requirement</b>
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



## Z24-1 CP Belt Line North Comparison Land Use Chart

	<b>CP Belt Line North Proposed PD Use Chart</b>	<b>Logistics Port PD (Logistics Port A)</b>	<b>Lanport Overlay Land Use Chart (Commerce)</b>
<b>Rural &amp; Animal-Related</b>	(P = permitted by right)  (S = SUP)  (Blank Not Permitted)	(P = permitted by right)  (S = SUP)  (Blank Not Permitted)	(P = permitted by right)  (S = SUP)  (Blank Not Permitted)
Agricultural Uses on Un- Platted Land	P	Use not listed	P
<b>Institutional &amp; Community Service</b>			
College, University, or Seminary			
Emergency Ambulance Services, Ground			P
Government Facility	P	P	P
Library, Art Gallery or Museum (Public)		Use not listed	
<b>Office &amp; Professional</b>			
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 Building, less than 5,000 square feet		P	

## Z24-1 CP Belt Line North Comparison Land Use Chart

Office Building, 5,000 square feet or more	P	P	P
<b>Retail &amp; Personal Services</b>			
Copy Center		P	P
Rental Store, without Outside Storage and Display			
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 (Only within 1,000 feet of intersection of two 4-lane thoroughfares)	P
<b>Commercial &amp; Business Services</b>			
Building & Landscape Material with Outside Storage+			
Building Maintenance, Service & Sales with Outside Storage+	P	Accessory Only (No outside storage)	P
Feed Store, Ranch Supply			

## Z24-1 CP Belt Line North Comparison Land Use Chart

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

## Z24-1 CP Belt Line North Comparison Land Use Chart

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

## Z24-1 CP Belt Line North Comparison Land Use Chart

Data Center	P	Use not listed	Use not listed
Electrical Substation (Accessory Use Only)	Accessory		Use not listed
Helipad			
Utilities (Non-Municipally owned or Controlled), including Water Treatment, and Supply, and Wastewater Treatment	S		
Radio Broadcasting			
Railroad Yard or Shop			
TV Broadcasting & Other Communication Service			
Wireless Communication Tower	S		

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

## CITY OF LANCASTER CITY COUNCIL

### City Council Regular Meeting

8.

**Meeting Date:** 12/11/2023

**Policy Statement:** This request supports the City Council 2023-2024 Policy Agenda

**Goal(s):** Sound Infrastructure  
Quality Development

**Submitted by:** Nyliah Acosta, Assistant Director of Development Services

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### **Agenda Caption:**

Z24-2 Conduct a public hearing and consider the revocation of a Specific Use Permit. The property is addressed as 1452 N. I-35E, located north of the intersection of N. I-35E and W. Pleasant Run Road known as Lot 8, 9, & part of Lot 10 out of the Beckley City Lots Addition, Dallas County, City of Lancaster, Texas.

### **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
12/05/2023	P&Z	Z24-2 Recommended to Table for 90-Days
11/14/2022	CC	Z22-17 Approved an SUP with Conditions
10/04/2022	P&Z	Z22-17 Recommended approval with Conditions
06/11/2007	CC	Approved Medical District Overlay
05/24/1999	CC	Approved SUP 18-99 allowing outside storage and display

### **Operational Considerations:**

Per Section 14.404 (c)- Specific Use Permits (SUPs) of the Lancaster Development Code (LDC), "A Specific Use Permit may be granted after application has been properly made and a public hearing before the Planning and Zoning Commission and the City Council has been conducted. The proposed use must comply with all regulations and restrictions as contained in the Zoning Ordinance, codes, regulations, and conditions of the City of Lancaster, including, but not limited to the Electrical Code, the Building Code, the Fire Code, the Plumbing Code, and other applicable Ordinances and codes".

In 1999, City Council approved an 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 a certificate of occupancy being issued in error in 2013 for a "tire shop", the use is considered non-conforming and does not allow expansion of the structure. Per LDC Section 14.408 (C)(3) Non-Conforming Uses, Structures and Sites, "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. On August 11, 2021, the City's Building Official issued a notice of violation for building without a permit and the expanded outside storage. In 2022, the applicant was to bring the property into compliance and address the violation, to continue to operate a minor auto repair shop. On November 14, 2022, City Council approved an SUP for a minor auto repair shop with the following conditions: 1) No outside storage is allowed; 2) The SUP shall be effective for a term of 5 years from the date of the ordinance; 3) No outside repair activities shall be allowed on the property.

Following the approval from City Council, the applicant was required to bring the site into compliance and re-plat the property. At this time, the platting process has not been initiated by the property owner, nor have any building plans been submitted for the un-permitted structures. Outside storage remains on the property, and repair work continues to occur under the un-permitted canopy. Furthermore, a site plan and landscape plan are part of the SUP ordinance; no landscaping improvements have been made to the property, as depicted by the landscape plan, intended to enhance the landscaping at the front of the site.

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, and the SUP for minor auto repair be revoked.

### **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 November 19, 2023, a notice for this public hearing appeared in the Focus Daily Newspaper. Staff also mailed notifications of this public hearing to property owners within 200 feet of the subject site and posted a sign on the property. One letter of opposition has been received.

**Options/Alternatives:**

1. City Council may grant the continuation of the SUP.
2. City Council may revoke the SUP.

**Recommendation:**

On December 5, 2023, at their Regular Meeting, the Planning and Zoning Commission made a recommendation to table Z24-2 for 90-days to allow the applicant time to address the code violations and platting of the property. Staff recommends revocation of the SUP as presented and all unpermitted structures be removed and property come into compliance.

**Attachments**

Ordinance

Location Map

Tire King SUP

SUP Site Plan

SUP Landscape Plan

Photos

Notice of Violation 11/9/23

Citation Information 11/9/23

Citation Notice 11/20/23

Code History

Building Inspections Citation History

Letter of Opposition

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## ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, REVOKING A SPECIFIC USE PERMIT (SUP) (Z24-2) TO ALLOW MINOR AUTO REPAIR WITH SPECIFIED CONDITIONS, ON LOT 8, 9, AND PART OF LOT 10, BLOCK A, BEING APPROXIMATELY 1.304 ACRES ADDRESSED AS 1452 NORTH I-35E, LOCATED NORTH OF THE INTERSECTION OF NORTH I-35E AND PLEASANT RUN ROAD, 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**, the City Council, after determining that all legal requirements of notice and hearing have been met, has determined that revocation of the existing SUP 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. Z24-2, the zoning map of the City of Lancaster, be hereby amended to revoke the SUP to allow Minor Auto Repair with the following conditions: 1) No outside storage is allowed; 2) The SUP shall be effective for a term of five (5) years from the date of November 14, 2022; and 3) No outside repair activities shall be allowed on the property, on Lot 8, 9, and part of Lot 10, Block A being approximately 1.304 acres addressed as 1452 north I-35E, located north of the intersection of north I-35E and Pleasant Run Road.

**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 11th day of December, 2023.

**ATTEST:**

**APPROVED:**

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Sorangel O. Arenas, City Secretary

---

Clyde C. Hairston, Mayor

**APPROVED AS TO FORM:**

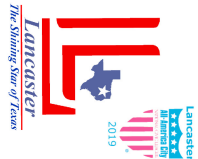
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David T. Ritter, City Attorney



# 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





**ORDINANCE NO. 2022-11-46**

**AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, GRANTING A SPECIFIC USE PERMIT (SUP) ON AN APPROXIMATELY 1.35 ACRE TRACT ALLOWING A USE OF MINOR AUTO REPAIR WITH THE FOLLOWING CONDITIONS: 1) NO OUTSIDE STORAGE IS ALLOWED; 2) THE SUP SHALL BE EFFECTIVE FOR A TERM OF FIVE (5) YEARS FROM THE DATE OF THIS ORDINANCE; AND 3) NO OUTSIDE REPAIR ACTIVITIES SHALL BE ALLOWED ON THE PROPERTY. THE PROPERTY SUBJECT TO THE SUP IS ADDRESSED AS 1452 NORTH I-35E, AND IS 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 allowing a Minor Auto Repair use on the Property with the following conditions: 1) No outside storage is allowed; 2) The SUP is effective for a term of five (5) years from the date of this ordinance; and 3) No outside repair shall be allowed. The Property is addressed as 1452 North I-35E and is 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

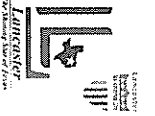
APPROVED AS TO FORM:

  
David T. Ritter, City Attorney

ORDINANCE NO. 2022-11-46

# City of Lancaster

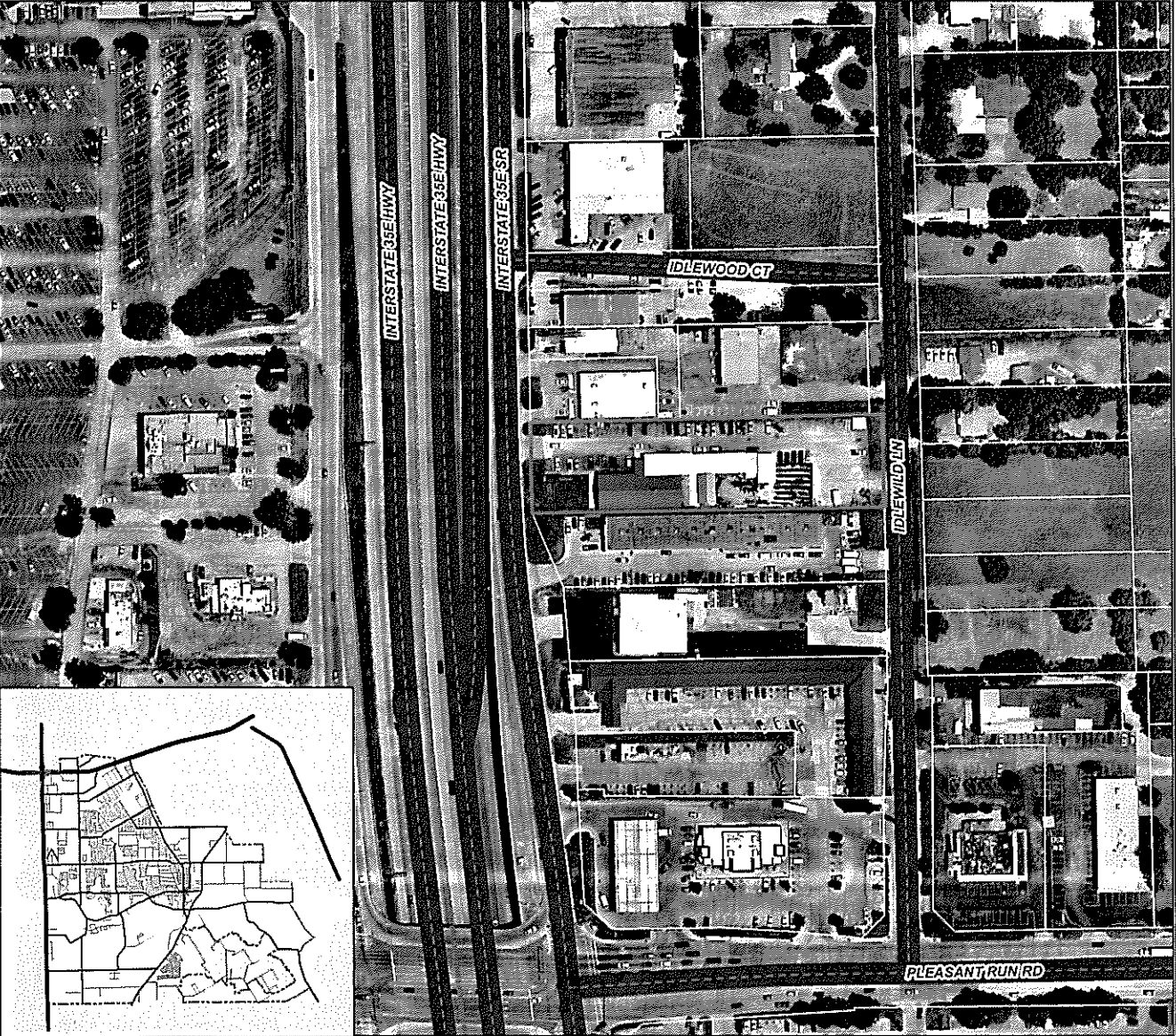
1452 N I-35 Service Rd  
Zoned: CH



**DISCLAIMER / LIMITATION OF LIABILITY**  
The information on this map is provided by the City of Lancaster. The City of Lancaster does not warrant the accuracy of the information. The City of Lancaster is not responsible for any errors or omissions. The City of Lancaster is not responsible for any damages or losses resulting from the use of this information. The City of Lancaster is not responsible for any legal action taken against it. The City of Lancaster is not responsible for any information provided by third parties. The City of Lancaster is not responsible for any information provided by the City of Lancaster.



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.

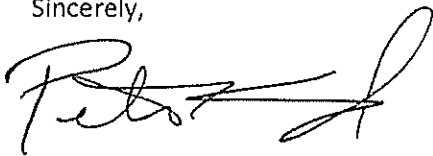
This request is made to make the use conforming. Then the owner will obtain the proper permits to expand the floor area of the property.

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, flowing script.

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

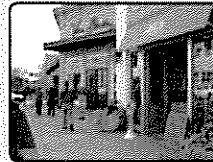
#### Primary Land Uses

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

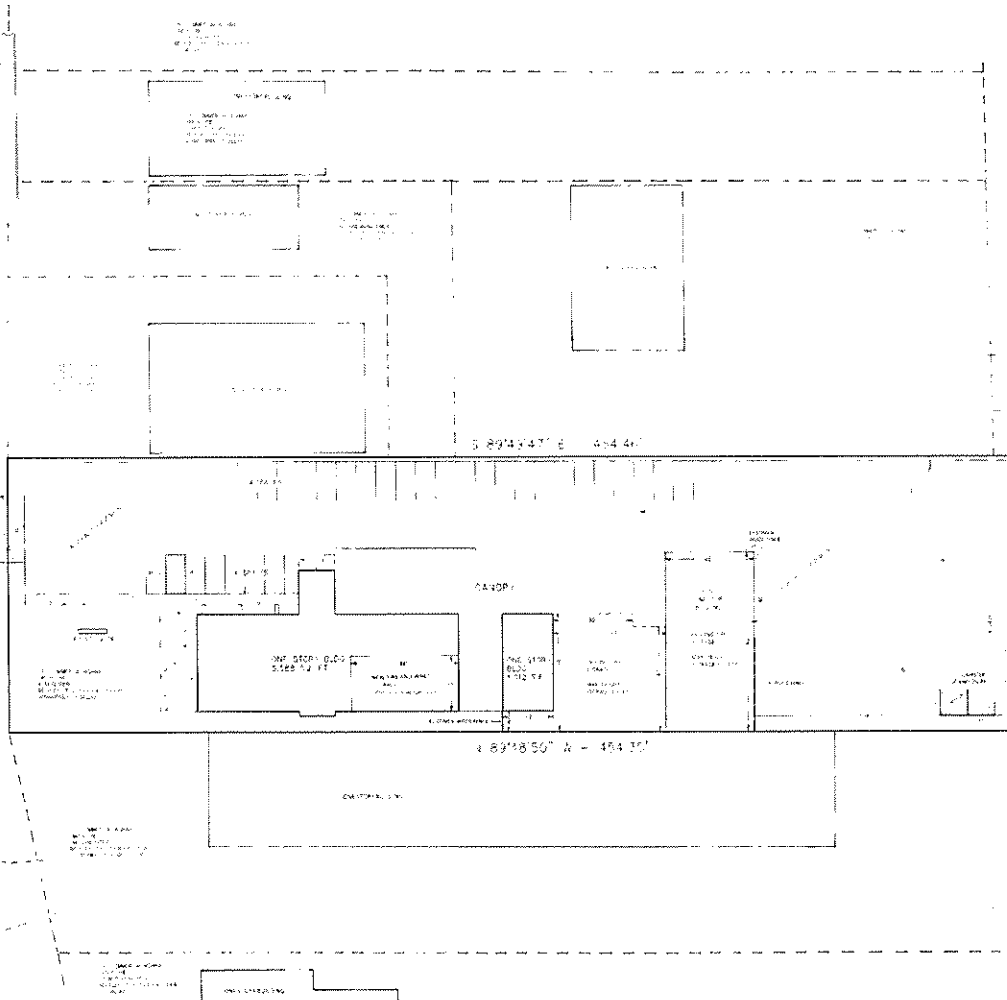
### Precedent Photos







INTERSTATE HIGHWAY 35



PARKING PLAN		
PARKING LOCATION	AREA	SPACES
West Plaza	1,500 SF	14
Entrance	1,500 SF	14
East Plaza Drive	1,500 SF	14
East Plaza Drive	1,500 SF	14
East Plaza Drive	1,500 SF	14

SITE PLAN SUMMARY	
ITEMS	Comments/Remarks
1. Project Name: [REDACTED]	[REDACTED]
2. Project Location: [REDACTED]	[REDACTED]
3. Project Description: [REDACTED]	[REDACTED]
4. Project Owner: [REDACTED]	[REDACTED]
5. Project Manager: [REDACTED]	[REDACTED]
6. Project Start Date: [REDACTED]	[REDACTED]
7. Project End Date: [REDACTED]	[REDACTED]
8. Project Budget: [REDACTED]	[REDACTED]
9. Project Status: [REDACTED]	[REDACTED]
10. Project Notes: [REDACTED]	[REDACTED]

SPECIFIC USE PERMIT  
CASE NO. 222-17

## SITE PLAN

TIRE KING  
BLOCK A LOTS E, 9. Part of LOT 10  
BECLEY CITY LOTS  
1.80 ACRES  
1452 N F SSE  
LANCASTER, TEXAS

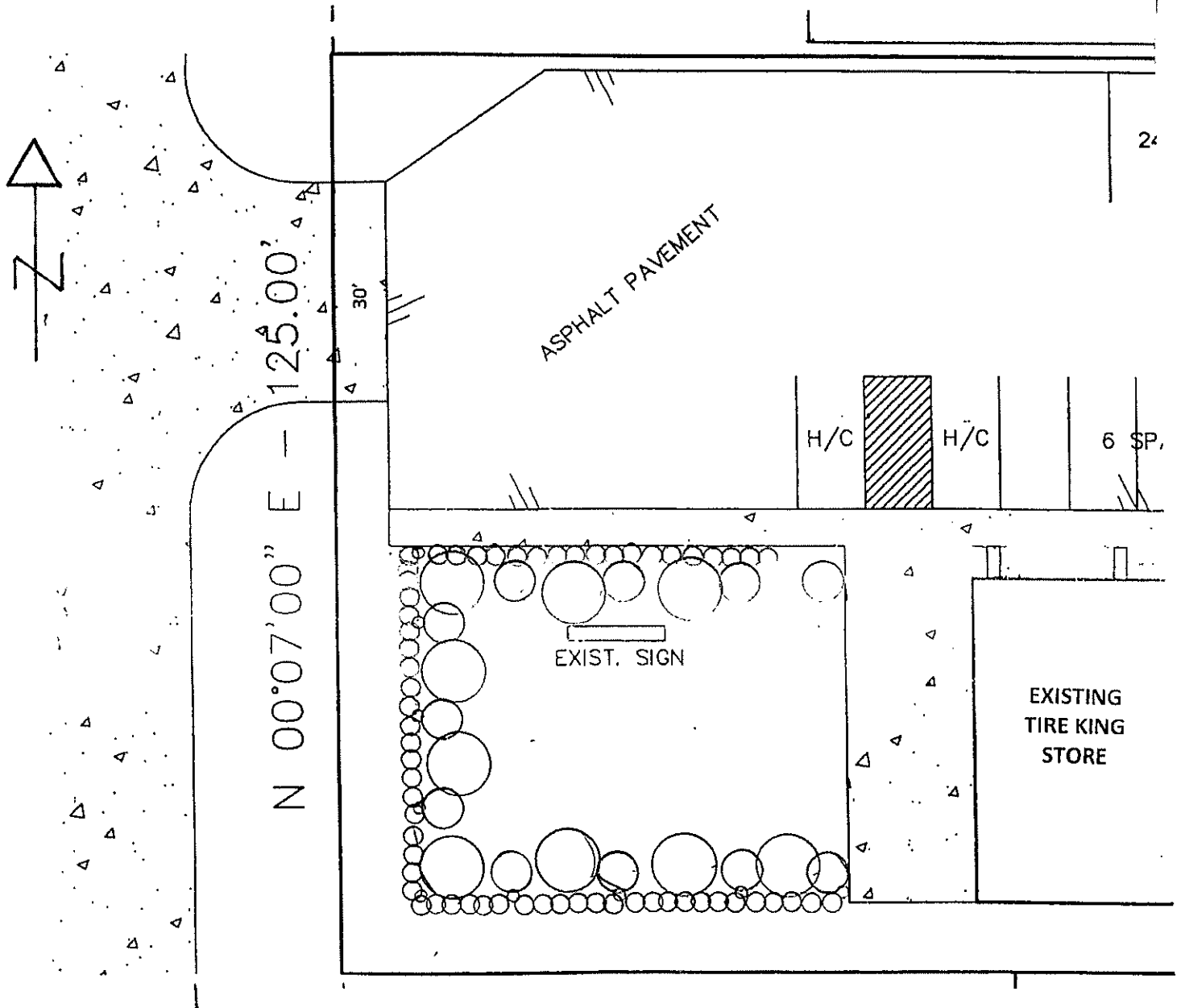
AUGUST 5 2022

1952 年 11 月 8 日  
 1952 年 11 月 8 日

U.S. DEPARTMENT OF AGRICULTURE

# LANDSCAPE PLAN

## FRONT AREA TIRE KING



	PLANT NAME	BOTANICAL	SIZE
○	Shrub Boxwood	Buxus ssp	3 GAL.
○	Shrub Texas Sage	Leucopbyllum furtescens	3 GAL.
○	Tree Crapemyrtle	Lagerstroemia indica	6 FT.



# CITY OF LANCASTER

## SHINING STAR OF TEXAS

Development Services - Planning



### 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:

*I + 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

P.O. Box 940 | Lancaster | Texas | 75146 | 972.218.1300 | [www.lancaster-tx.com](http://www.lancaster-tx.com)



## 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

Letter of Intent  
Site Plan

---

## **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  
Nyliah 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:**

\_\_\_\_\_  
Vicki Coleman, Director of Development Services

**APPROVED:**

\_\_\_\_\_  
Temika Whitfield, Chair

# Tabled

ORDINANCE NO. 2022-11-46

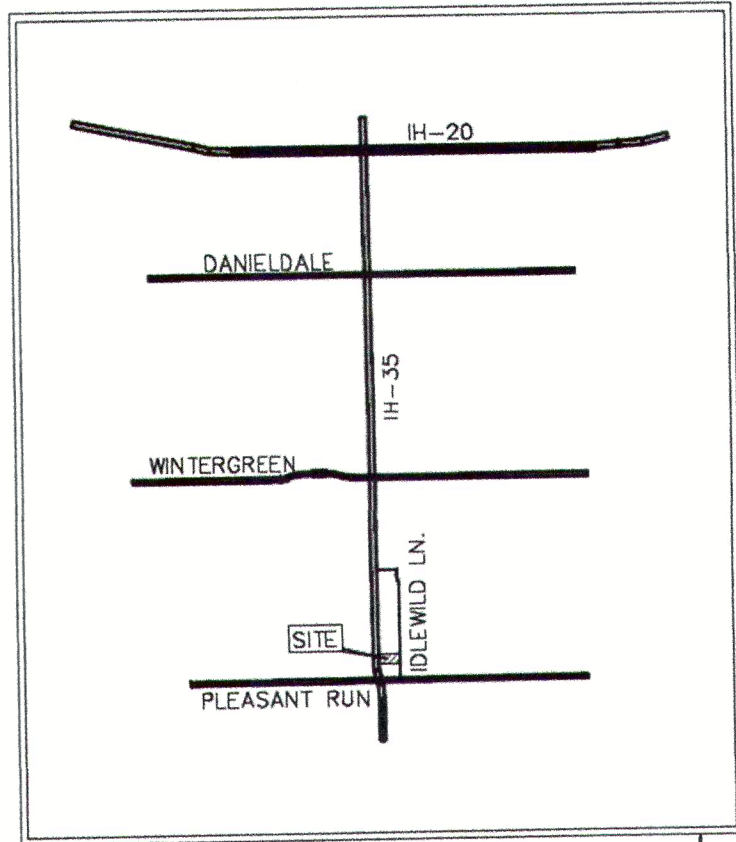
David is making changes.

**ORDINANCE NO. 2022-11-46**

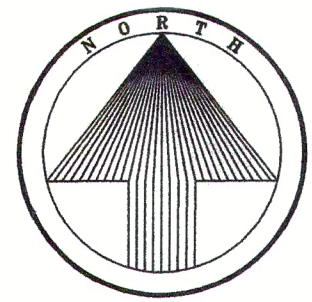
AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, GRANTING A SPECIFIC USE PERMIT (SUP) ON AN APPROXIMATELY 1.35 ACRE TRACT FOR MINOR AUTO REPAIR WITH THE FOLLOWING CONDITIONS: 1) NO OUTSIDE STORAGE SHALL BE ALLOWED; 2) THE SUP SHALL BE TIED TO ALAA AL JABARI (TIRE KING) AND WILL NOT TRANSFER TO ANOTHER PROPERTY 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.

CC MEETING: 11/14/2022



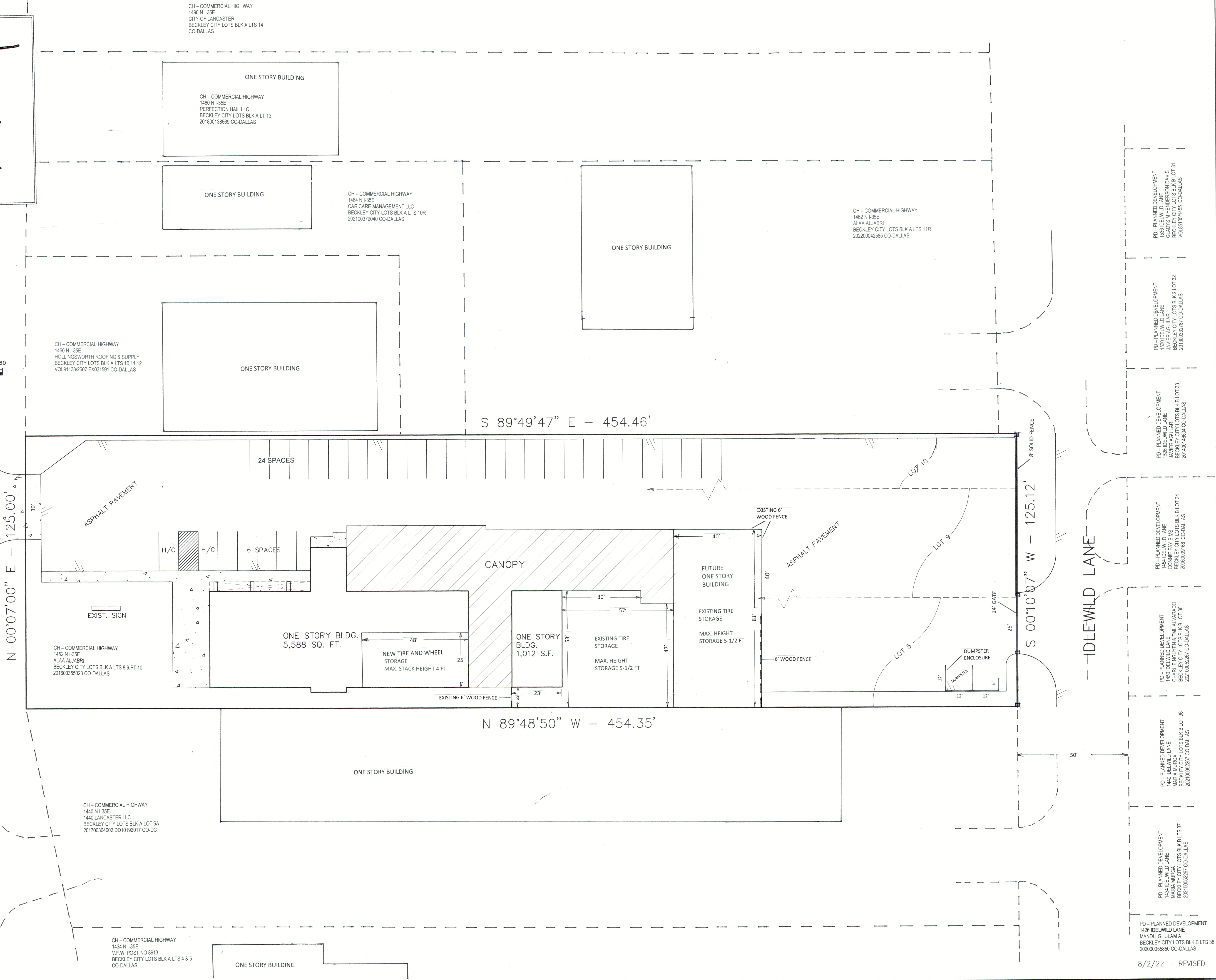


VICINITY MAP  
N.T.S.



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

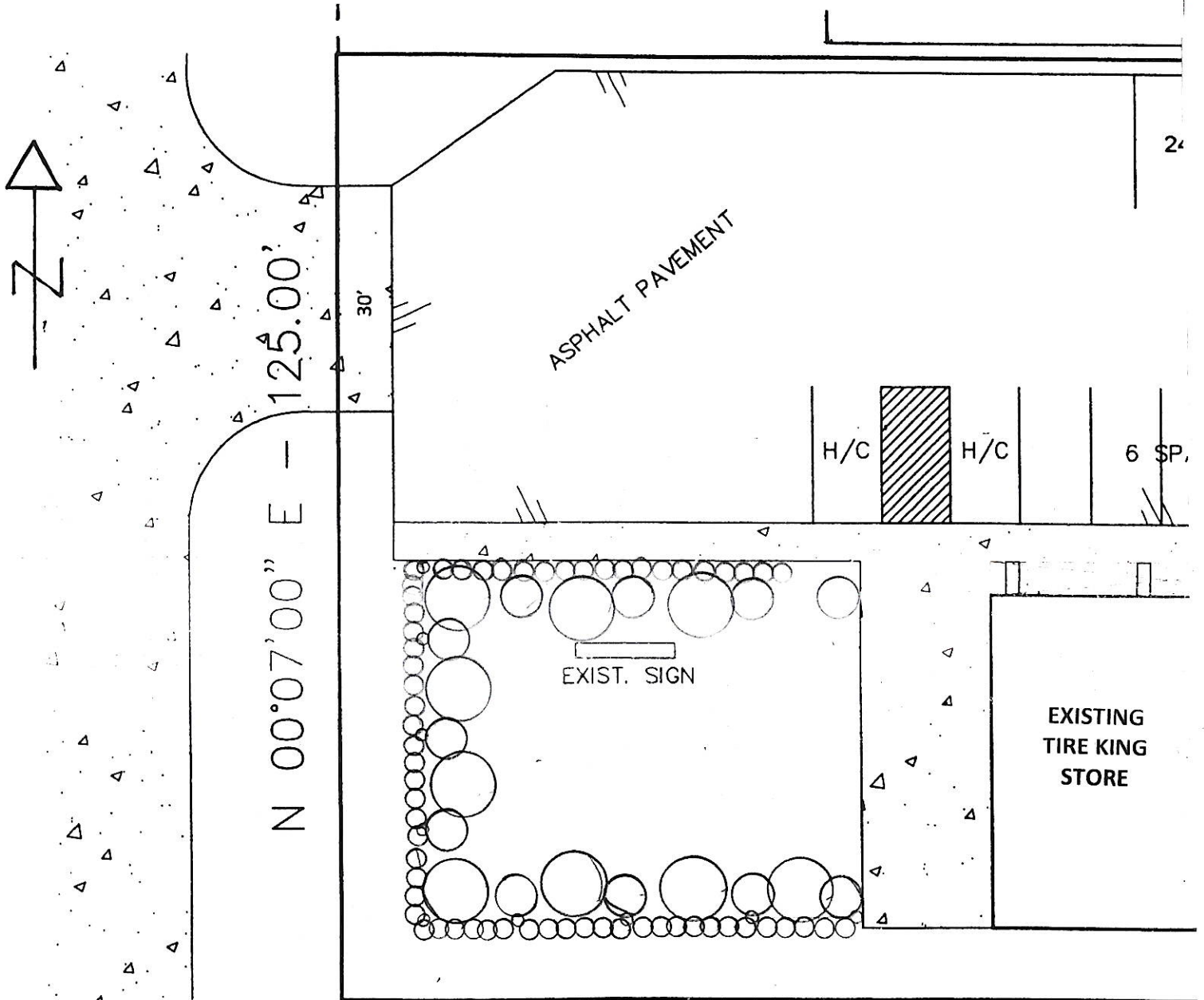
SUBMISSION/CHANGE DATE
9.21.2024

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.

## Photos Taken 10-05-2023







## NOTICE OF VIOLATION

November 9, 2023

ALJABRI ALAA  
1452 N I 35 E  
LANCASTER, TX 75134-2602

Re: 10 - Accumulation of Vehicle Parts at 1452 N I-35E, Suite No. 200  
BECKLEY CITY LOTS Blk A Lot 8 9 10  
PLATTED Acres 1.3519

Dear ALJABRI ALAA:

As a Lancaster property owner and/or resident, I know that you are concerned that Lancaster remains a healthy, safe and clean city. In accordance with these goals and the Lancaster Code of Ordinances, an inspection at the address above was conducted on November 9, 2023 and the following violations were found to exist:

**Chapter 6 Article 6.04.302 Division 7 Section 302.10 of the City of Lancaster Code of Ordinances , which states, 9) Parts typically associated with trucks, cars, motorcycles, boats, farm equipment, construction equipment or other vehicle that includes but is not limited to body parts, tires, wheels, batteries, upholstered items, engines, drive train components, plows, disks, rakes and other such items.**

**Condition(s): *This location is not authorized to operate as a repair shop/junkyard. All Accumulated Vehicle Parts and Junk / Inoperable Vehicles must be removed. Additionally, this property is in violation of the various other City ordinances with the Fence in Disrepair, Outside Storage / Trash Accumulation and there are several areas with Improper Tire Storage.***

Please correct the above conditions by placing all parts, tires, wheels and other components out of public view within ten (10) days of the date of this letter. A re-inspection will be conducted immediately after the corrective period.

If the violation persists, or occurs again within a one (1) year period; a citation may be issued or the City may take corrective measures in order to bring the property into compliance and assess any expenses plus an administrative fee against the property. **This is the only notice you will receive during the year concerning this matter.** It is important that you continue to maintain your property according to City Ordinance.

If you have any questions or wish to discuss this matter, please contact our offices at 972 218 1200. Thank you for your cooperation.

Sincerely,

*Michael Wade, Interim Senior Code Officer*



**City of Lancaster**  
DEVELOPMENT SERVICES DEPARTMENT  
CODE COMPLIANCE DIVISION

---

700 E. Main Street \* Lancaster, TX 75146 \* 972.218.1200 \* 972.227.7220 Fax  
[www.lancaster-tx.com](http://www.lancaster-tx.com)



RECIPIENTS: ALJABRI ALAA (Owner) , VICTORY AUTO SALES / TIRE KING (Tenant)





**City of Lancaster**  
DEVELOPMENT SERVICES DEPARTMENT  
CODE COMPLIANCE DIVISION

700 E. Main Street \* Lancaster, TX 75146 \* 972.218.1200 \* 972.227.7220 Fax  
www.lancaster-tx.com



## NOTICE OF VIOLATION

November 9, 2023

VICTORY AUTO SALES / TIRE KING  
1452 N I-35E  
Suite # 200  
LANCASTER, TX 75134

Re: 10 - Accumulation of Vehicle Parts at 1452 N I-35E, Suite No. 200  
BECKLEY CITY LOTS Blk A Lot 8 9 10  
PLATTED Acres 1.3519

Dear VICTORY AUTO SALES / TIRE KING:

As a Lancaster property owner and/or resident, I know that you are concerned that Lancaster remains a healthy, safe and clean city. In accordance with these goals and the Lancaster Code of Ordinances, an inspection at the address above was conducted on November 9, 2023 and the following violations were found to exist:

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*Michael Wade, Interim Senior Code Officer*



**City of Lancaster**  
DEVELOPMENT SERVICES DEPARTMENT  
CODE COMPLIANCE DIVISION

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700 E. Main Street \* Lancaster, TX 75146 \* 972.218.1200 \* 972.227.7220 Fax  
[www.lancaster-tx.com](http://www.lancaster-tx.com)





RECIPIENTS: ALJABRI ALAA (Owner) , VICTORY AUTO SALES / TIRE KING (Tenant)



# EPA : 10 - Accumulation of Vehicle Parts



Overviews: [Results](#) | [Documents](#) | [Inspections](#)

ID#	Start Date 	Work Days Elapsed 
23-03452	Nov 9, 2023	12d 8h

Case Description

This location is in violation of its Special Use Permit. All Accumulated Vehicle Parts and Junk / Inoperable Vehicles must be removed. Additionally, this property is in violation of the various other City ordinances with the Fence in Disrepair, Outside Storage / Trash Accumulation and there are several areas with Improper Tire Storage.

Address [\(edit\)](#) [\(view\)](#) [\(show more\)](#) 

1452 N I-35E  
1452 N Beckley  
Suite No. 200  
LANCASTER, TX 75134

Key Dates and Information	
Initial Inspection Date	11/09/2023
Total # of Inspections	1
Initial Citation Date	11/20/2023 (0285891)
Last Citation Date	11/20/2023 (0285891)
Total # of Citation	1
Total # of Publish	0

Total uploaded files: 40 [\(view all\)](#)

## STEPS

Initial Inspection Requested

Enter Property Information

Check Property History

Print / Mail Notice Letter

Ready for Re-Inspection

Send Citation / Letter

Assign Contractor

Notify Contractor

Confirm Abatement

Add Fees

Print and Mail Invoice


Payment Due

Print Lien

File Lien

Archive Case

Archive Case

 **Inspector:** Michael Wade

Violation - Begin Standard Process

Enter Property Information

New Violation - Send Notice Letter

Prepare and Print Notification Letter

Delayed until Dec 20, 2023

Send Citation / Letter

Modules	Documents
<ul style="list-style-type: none"><li>Enter Location Information</li><li>Assign Contractor</li><li>Add Fees</li><li>Enter Owner's Payment</li><li>Lien Filling Information</li></ul>	<ul style="list-style-type: none"><li>Notification Letter</li><li>Citation Notice</li><li>Contractor Notification</li><li>Owners' Invoice</li><li>CHECK FOR LIEN</li><li>Release of Lien</li></ul>

## Case Notes

MULTIPLE VIOLATIONS

Last Update by [Michael Wade](#) on Nov 9, 2023

This location is in violation of its Special Use Permit. All Accumulated Vehicle Parts and Junk / Inoperable Vehicles must be removed. Additionally, this property is in violation of the various other City ordinances with the Fence in Disrepair, Outside Storage / Trash Accumulation and there are several areas with Improper Tire Storage.

Photos

Documents

- Tire King SUP
- Tire King Unofficial CO



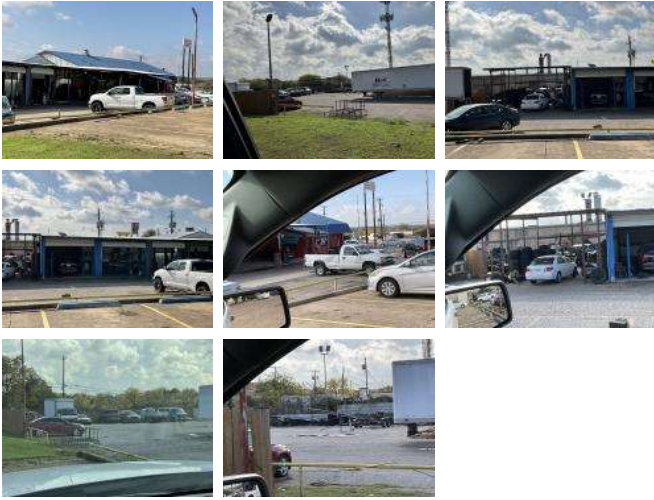
## ► REINSPECTION

Last Update by [Michael Wade](#) on Nov 20, 2023

All violations persist. Citations #0285891, #0285892 and #0285893 assigned for Failure to Obtain CO, Use without CO, OSTA, Storage of Motor Vehicle Parts, Junk Vehicles, InOps, Fence in Disrepair, Illegal Fence Material, Violation of Zoning Ordinance and Improper Outdoor Storage.

## Photos





Back

Nyliah Acosta

[Contact Us](#) | [Terms of Service](#) | [Privacy](#)

Version 4.0

November 29, 2023

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**City of Lancaster**  
DEVELOPMENT SERVICES DEPARTMENT  
CODE COMPLIANCE DIVISION



---

700 E. Main Street \* Lancaster, TX 75146 \* 972.218.1200 \* 972.227.7220 Fax

November 20, 2023

ALJABRI ALAA  
1452 N I 35 E  
LANCASTER, TX 75134-2602

Re: 10 - Accumulation of Vehicle Parts at 1452 N I-35E, Suite No. 200  
BECKLEY CITY LOTS Blk A Lot 8 9 10  
PLATTED Acres 1.3519

Case ID#: 23-03452

On November 09, 2023, a Notice of Violation was issued and a request made that you comply with Chapter 6 Article 6.04.302 Division 7 Section 302.10 of the Code of Ordinances of the City of Lancaster, which states:

*9) Parts typically associated with trucks, cars, motorcycles, boats, farm equipment, construction equipment or other vehicle that includes but is not limited to body parts, tires, wheels, batteries, upholstered items, engines, drive train components, plows, disks, rakes and other such items.*

Upon re-inspection of your property, it has been determined that you have not complied with this request. In order to gain compliance a Municipal Court Citation has been issued to you. As a result, you will be required to appear before the Municipal Court Judge. The Court will send you a notice of appearance with the date and time you will be required to be present. Additionally, you may be responsible for any fine and court costs associated with this violation of the Lancaster Code of Ordinances.

Please feel free to contact me if you have any questions at 972-218-1200 or 214-436-1954.

Sincerely,

Michael Wade  
Interim Senior Code Officer

November 20, 2023

VICTORY AUTO SALES / TIRE KING  
1452 N I-35E  
Suite # 200  
LANCASTER, TX 75134

Re: 10 - Accumulation of Vehicle Parts at 1452 N I-35E, Suite No. 200  
BECKLEY CITY LOTS Blk A Lot 8 9 10  
PLATTED Acres 1.3519

Case ID#: 23-03452

On November 09, 2023, a Notice of Violation was issued and a request made that you comply with Chapter 6 Article 6.04.302 Division 7 Section 302.10 of the Code of Ordinances of the City of Lancaster, which states:

*9) Parts typically associated with trucks, cars, motorcycles, boats, farm equipment, construction equipment or other vehicle that includes but is not limited to body parts, tires, wheels, batteries, upholstered items, engines, drive train components, plows, disks, rakes and other such items.*

Upon re-inspection of your property, it has been determined that you have not complied with this request. In order to gain compliance a Municipal Court Citation has been issued to you. As a result, you will be required to appear before the Municipal Court Judge. The Court will send you a notice of appearance with the date and time you will be required to be present. Additionally, you may be responsible for any fine and court costs associated with this violation of the Lancaster Code of Ordinances.

Please feel free to contact me if you have any questions at 972-218-1200 or 214-436-1954.

Sincerely,

Michael Wade  
Interim Senior Code Officer





## Code Enforcement History

ID #	Start Date	Project Type	Address	Description	
(CE) 23-03452	11/09/2023	01 Exterior Property Areas-10 - Accumulation of Vehicle Parts	1452 N I-35E Suite No. 200	This location is in violation of its Special Use Permit. All Accumulated Vehicle Parts and Junk / Inoperable Vehicles must be removed. Additionally, this property is in violation of the various other City ordinances with the Fence in Disrepair, Outside Storage / Trash Accumulation and there are several areas with Improper Tire Storage.	
(CE) 22-03641	10/07/2022	01 Exterior Property Areas-07 - Junk vehicle	1452 N I-35E	Please remove all junk vehicles from the property and refrain from using property as a salvage yard.	
(CE) 22-03640	10/07/2022	01 Exterior Property Areas-10 - Accumulation of Vehicle Parts	1452 N I-35E	Please refrain from using property as an auto salvage yard. All vehicle parts, and tires need to be removed. Failure to remove will result in a citation.	
(CE) 20-07154	12/07/2020	01 Exterior Property Areas-13 - Outdoor Storage/Accumulation of trash	1452 N I-35E		
(CE) 20-07155	12/03/2020	01 Exterior Property Areas-06 - Inoperative Motor Vehicles	1452 N I-35E		
(CE) 20-02671	05/11/2020	01 Exterior Property Areas-01.3 - High grass and weeds - Commercial	1452 N I-35E	Please mow and trim grass in the back of property. Give me a call (972)218-1202 if you have any questions or concerns.	
(CE) 19-03147	09/23/2019	01 Exterior Property Areas-14 - Furniture/appliance outdoor storage	1452 N I-35E	COUCH AND CHAIR AT BACK OF PROPERTY MUST BE REMOVED.	
(CE) 19-03148	09/23/2019	01 Exterior Property Areas-07 - Junk vehicle	1452 N I-35E	VEHICLES LOCATED ON BACK PARKING LOT MUST BE REMOVED.	
(CE) 19-03144	09/23/2019	01 Exterior Property Areas-01.3 - High grass and weeds - Commercial	1452 N I-35E	GRASS AND WEEDS AROUND PROPERTY MUST BE CUT	
(CE) 19-03145	09/23/2019	01 Exterior Property Areas-02 - Fences	1452 N I-35E	FENCES LOCATED ON YOUR PROPERTY MUST BE CONSTRUCTED OF APPROVED MATERIALS. FENCE MUST BE REPLACED.	
(CE) 19-03146	09/23/2019	01 Exterior Property Areas-14 - Furniture/appliance outdoor storage	1452 N I-35E	ALL TRASH AND LITTER MUST BE CLEANED FROM PROPERTY	
(CE) 18-00210	01/24/2018	01 Exterior Property Areas-02 - Fences	1452 N I-35E	FENCE AT BACK OF PROPERTY REPAIR OR REPLACE	
(CE) 18-00207	01/24/2018	01 Exterior Property Areas-13 - Outdoor Storage/Accumulation of trash	1452 N I-35E	TIRES AND FENCING MATERIAL ACCUMULATION	
(CE) 16-05840	11/15/2016	04 Rubbish and Garbage-Accumulation of Rubbish and Garbage	1452 N I-35E	EAST SIDE OF THE PROPERTY WHERE THE GRASS AREA IS MUST BE KEPT CLEAN OF TRASH, LITTER AND DEBRIS AS NEEDED TO AVOID FURTHER ACTION BY THE CITY. PLEASE BRING INTO COMPLIANCE.	



## Code Enforcement History

(CE) 16-05839	11/15/2016	01 Exterior Property Areas-01.3 - High grass and weeds - Commercial	1452 N I-35E	(GRASS AND WEEDS ON THE EAST SIDE TO THE STREET IS NOT BEING MOWED AND TRIMMED) High grass and weeds found in excess of 12 inches in height on the property. All of the property must be kept mowed and trimmed below 12 inches in height at all times. This includes the front, sides, rear, alleyway, ditches, to all to property lines and or pavement.	
(CE) 14-05341	10/22/2014	Sign Violations-Maintenance of Signs	1452 N I-35E Bldg # 200	Empty sign frame has damaged structural members.	
(CE) 10-09634	07/20/2010	01 Exterior Property Areas-01.1 - High grass and weeds - House	1452 N I-35E	MOW AND TRIM TO CODE	
(CE) 10-06377	05/19/2010	01 Exterior Property Areas-01.2 - High grass and weeds - Vacant Lot	1452 N I-35E Bldg # 1452 I-35E	PLEASE MOW FROM THE STREET TO THE REAR PROPERTY LINE WHICH BORDERS IDLEWILD.	

## CITY OF LANCASTER, TEXAS

CITATION N° 0273152

Name	Last	First	Mi.	Sex	Height	Eyes	Age	DOB	Mo	Day	Year				
Residence	No.	Street	Apt.	City	State / Zip	Phone									
Business	No.	Street	Suite	City	State / Zip	Phone									
D.I.#	State	Type	CDL	Year	Color	Make	Model	Style	Lic. Yr.	State	#	CMV			
Date of Offense	Time		Yes	No	District	Traffic Citation	Non-Traffic Citation	Accident Injury		Non-Injury		Yes	No		
Direction Traveled		Direction Turned		SPEEDING		MPH IN A		MPH		URBAN		SCHOOL ZONE			
N		S		E		W		N		S		E		W	
SPEEDING IN WORK ZONE		WITH WORKERS PRESENT		W/O WORKERS PRESENT		ALL THAT APPLY		SEARCH		NO SEARCH		CONSENT		ARREST	
CIRCLE ONE: CAUCASIAN		BLACK		HISPANIC		ASIAN		NATIVE AMERICAN		ALL THAT APPLY		SEARCH		NO SEARCH	
A		Location of Offense		A		Offense		Code		2285		2285		2285	
B		Location of Offense		B		Offense		Code		9915		9915		9915	
C		Location of Offense		C		Offense		Code							
D		Location of Offense		D		Offense		Code							
Witness / Comments												Number of Violations			
Officer		Badge #		XEROX MAIL 7007 1490 0001 8391 0958		Promise to appear in Court on or before:		MONTH		DAY		YEAR		Juvenile	
DRAEEN		4342													

Read attached instructions — Lea las instrucciones adjuntas

## CITY OF LANCASTER, TEXAS

CITATION Nº 0259940

Name Last	ALIA	First	ALAA	MI.		Sex	M	Height	5-10	Eyes	BRO	Age	38	DOB	01	01	1983																																																																																										
Residence No.		Street		Apt.		City		State / Zip				Phone																																																																																															
Business No.	1452	Street	N 135E	Suite		City	LANCASTER	State / Zip	TX	75134		Phone																																																																																															
D.L.#	20238533	State	TX	Type	C	CDL		Year		Color		Make		Model		Style		Lic. Yr.		State	#	CMV	Yes	No																																																																																			
Date of Offense	11-03-2021	Time	11:20	A.M.	<input checked="" type="checkbox"/>	P.M.	<input type="checkbox"/>	District		Traffic Citation		Non-Traffic Citation	<input checked="" type="checkbox"/>	Accident Injury	<input type="checkbox"/>	Non-Injury	<input type="checkbox"/>																																																																																										
Direction Traveled	N	S	E	W	Direction Turned	N	S	E	W	<input type="checkbox"/>	SPEEDING	MPH IN A	MPH	<input type="checkbox"/>	URBAN	<input type="checkbox"/>	POSTED	<input type="checkbox"/>	SCHOOL ZONE																																																																																								
<input type="checkbox"/>	SPEEDING IN WORK ZONE			<input type="checkbox"/>	WITH WORKERS PRESENT			<input type="checkbox"/>	W/O WORKERS PRESENT			<input checked="" type="checkbox"/> ALL THAT APPLY																																																																																															
CIRCLE ONE: CAUCASIAN												BLACK												HISPANIC												ASIAN												NATIVE AMERICAN												<input type="checkbox"/> SEARCH												<input type="checkbox"/> NO SEARCH																																			
<input type="checkbox"/>												<input type="checkbox"/>												<input type="checkbox"/>												<input type="checkbox"/>												<input type="checkbox"/>												<input type="checkbox"/>												<input type="checkbox"/>												<input type="checkbox"/>												<input type="checkbox"/>											
A	Location of Offense												1452 N 135E, LANCASTER, TX 75134												A												Offense												2015 1BC-105.1 - WORK W/O PERMIT												Code																																														
B	Location of Offense												✓												B												Offense												2015 1BC-115.3 - UNLAWFUL CONTINUANCE												Code																																														
C	Location of Offense												✓												C												Offense												LDC 14.408(c)(3) - EXPANSION OF												Code																																														
D	Location of Offense																								D												Offense												NON-CONFORMING USE												Code																																														
Witness / Comments																																				Number of Violations																																																																							
Officer																								B DRYDEN												Badge #												4342												X												MAIL # 7020 1290 0000 5627 8669												Juvénile																							
Promise to appear in Court on or before:																								→												MONTH												DAY												YEAR																																															

Read attached instructions — Lea las instrucciones adjuntas





# CITY OF LANCASTER

## SHINING STAR OF TEXAS

### Building Inspection Division

August 11, 2021

Certified Mail #7020 1290 0000 5627 8621  
And by Regular Mail

Mr. Alaa Aljabri  
1452 N I 35 E  
Lancaster, Texas 75134-2602

RE: Stop Work Order and Zoning Violations

Dear Mr. Aljabri:

I issued a Stop Work Order on August 6, 2021 and hand delivered it to Ali King. There is no permit for construction of the metal structure that is partially constructed on the rear of your lot. You may not continue work until you have a valid permits.

Your current certificate of occupancy was issued in 2013 and the use is listed as "Tire Shop." The current use of the property is deemed to be nonconforming. There are several issues that must be resolved prior to processing the building permit application.

1. You attempted to obtain a building permit in 2019 after a Stop Work Order was issued for the same type of construction.
2. Aerial photographs of your property show several expansions/additions to the property between 2015 and 2017; and then again between 2017 and 2019. Accurate scaled and dimensioned site plans of property as it existed in 2013, along with the unpermitted additions and proposed addition must be submitted for review. The Lancaster Development Code (LDC) does not permit expansion of nonconforming uses (see attached Excerpt from the LDC).
3. The property is zoned CH-Commercial Highway. The current use of the property is not a permitted use in that zoning district. However, the use "Auto Repair Garage-Minor" is an allowed use only with a Specific Use Permit (SUP). With a SUP it may be possible to expand the buildings via the building permit process.
4. The legal description of the property is Beckley City Lots, Block A, Lots 8, 9 and part of lot 10. Prior to any issue of any additional permits the property must be platted into one lot.
5. The property also has a SUP approved in 1999 for 'Outside Storage and Display' in accordance with the approved site plan. This site plan is also binding on you unless you modify with a new SUP. The approved site plan does not allow for the tire storage in various locations on your lot.
6. Several fences and other structures have been constructed without valid permits.
7. You have several U Haul trucks on your property. Truck rental is not an allowed use in a CH zoning district.

It is important that you meet with city staff and agree to a plan to correct the violations on your property. Should you not meet with staff within 30 days of this letter then additional escalated enforcement will be forthcoming.

P.O. Box 940 | Lancaster | Texas | 75146 | 972.218.1200 | [www.lancaster-tx.com](http://www.lancaster-tx.com)

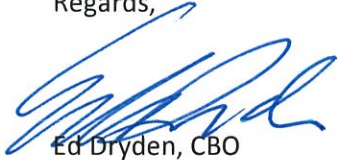


Page 2  
Mr. Alaa Aljabri  
1452 N I 35 E

I am enclosing dated photographs as well as aerials that will clearly depict what the statements in the letter.

Should you have any additional questions, you may contact me at 972-218-1212 or [bdryden@lancaster-tx.com](mailto:bdryden@lancaster-tx.com).

Regards,



Ed Dryden, CBO  
Building Official

CC: Vicki Coleman, Director of Development Services  
Bester Munyaradzi, Senior Planner

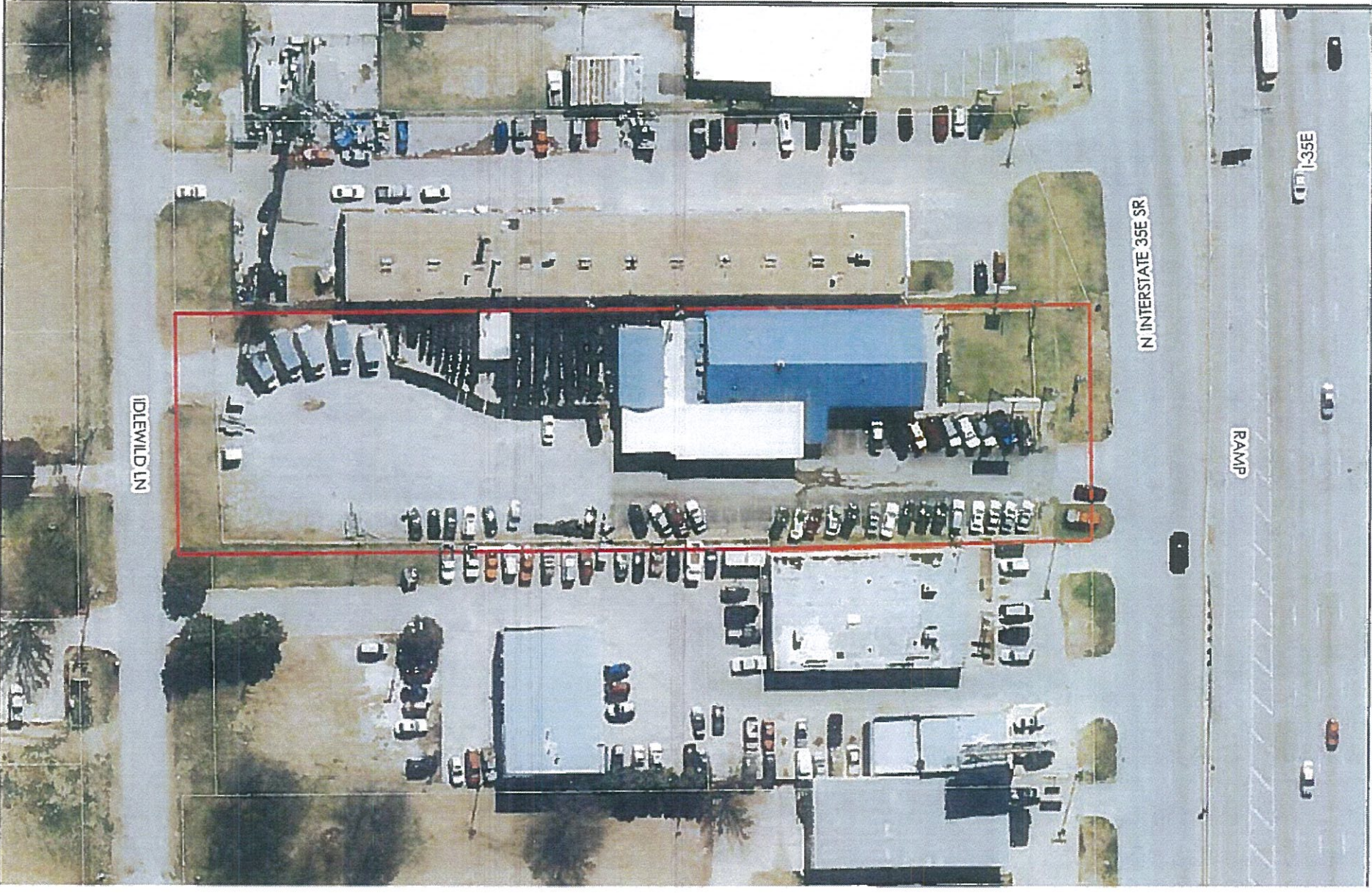
Encl.



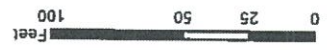


2019 Aerial Photos  
1452 N I-35E

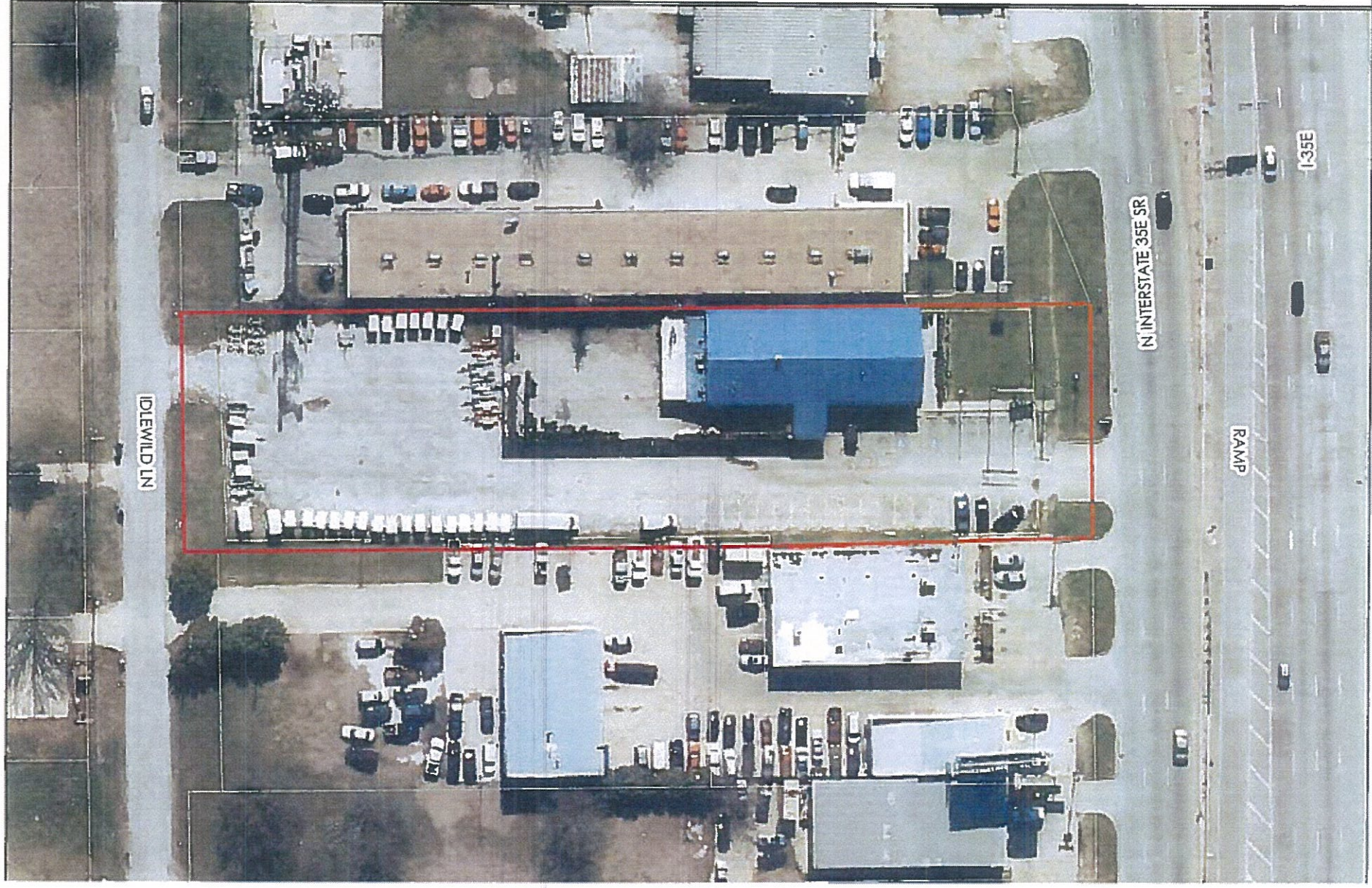




2017 Aerial Photos  
1452 N I-35E







2015 Aerial Photos  
1452 N I-35E

0 25 50 100  
Feet





RAMP

UTAH

I-35E

N INTERSTATE 35E SR

IDLEWILD LN

2013 Aerial Photos  
1452 N I-35E

0 25 50 100  
Feet



























Aug 6, 2021 at 2:29  
1600 N I-35E Serv  
Lancaster TX  
United



**STOP WORK ORDER**

DATE: 8.10.2021  
ADDRESS: 1452 N BECKLY

Notice is hereby given to:

ALI KING

Work must stop immediately and may only be resumed after permits for construction are approved. Permits are required for:

CONSTRUCTION OF METAL  
STRUCTURE AT REAR

PROPERTY

Continuing any work in or about the structure after having been served with a stop work order may result in citations. Ordinance No. 2017-04-06

By the order of the Building Official, City of Lancaster, Texas.

Contact the Permit Office at:  
211 N Henry Street  
Lancaster, TX 75146  
972-218-1200

P.O. Box 940 | Lancaster | Texas | 75146 | 972.218.1200 | [www.lancaster-tx.com](http://www.lancaster-tx.com)





## BUILDING INSPECTIONS

August 24, 1999

Mr. Brent Sikes  
I-35 Yamaha  
1452 N. Beckley Ave.  
Lancaster, TX 75134

Re: Violation of the Lancaster Code of Ordinance Chapter 3 and Ordinance #18-99

Dear Mr. Sikes,

You were granted a specific use permit for outside storage behind your building and display area in the front of your building, and it was a 30' X 30' concrete area. It is a requirement by City of Lancaster Ordinance 18-99 to be paved with concrete. This has not been done and it will require a permit. The chain link storage area is to be screened and a requirement of landscaping was to be done in the front. These items are required by City Ordinance. You have (30) thirty days from date of this notice to obtain the permits and complete the requirements of City Ordinance 18-99.

You have also added to your structure, to wit, erecting a covered storage area with out a permit. You have (10) ten days from the date of this notice to obtain a Building Permit as required under Chapter three of the Lancaster Code of Ordinance.

You have (10) ten days from the date of this notice to remove all trash, wood pallets from the parking lot.

As a business owner, sometimes we get busy and things fall through the cracks. If this is the case or if there is a problem contact this office.

Thank you for your cooperation.

Sincerely,

  
Gerry Tremblay  
Chief Building Inspector

GT/blc





# CITY OF LANCASTER

## SHINING STAR OF TEXAS

Development Services - Planning

Date: November 19, 2023



### NOTICE OF PUBLIC HEARING

TO: Property Owner

RE: **Z24-2** Discuss and consider the revocation of a Specific Use Permit (Ordinance No. 2022-11-46) for a Minor Auto Repair Shop with the following conditions: 1) No outside storage is allowed 2) The SUP shall be effective for a term of 5 years from the date of the ordinance 3) No outside repair activities shall be allowed on the property, for the property located at located at 1452 N I-35E known as Tire king.

LOCATION: The property is located at 1452 N I-35E

EXPLANATION OF REQUEST: Revocation of SUP for Tire King

☐  
☒

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

I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS:

SIGNATURE:

*Huda Mahdighale*

ADDRESS:

*1004 WALNUT FALLS CIR MANASSFIELD, TX 76063*

Your written comments are being solicited in the above case. Additional information is available at Planning Located at 211 N. Henry Street. The Planning and Zoning Commission will hold a public hearing on **December 5, 2023 at 7:00 pm**. City Council will hold a public hearing and take action on the above case at their meeting on **Monday, December 11, 2023 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 <http://www.lancaster-tx.com/1143/Agendas-and-Minutes> 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 **Friday, December 8<sup>th</sup>, 2023** for your comments to be recorded by the Council meeting. Responses received after that time will be forwarded to City Council at the public hearing.

If you have any questions concerning this request,  
please contact the Planning Division  
Phone 972-218-1317  
FAX 972-218-1862

#### RETURN BY FAX OR MAIL

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



December 4, 2023

City of Lancaster  
211 N. Henry Street  
Lancaster, TX 75146

Dear City of Lancaster:

I am the owner of the Tire King Store at 1452 N. I-35 along with my husband. We have operated the store since July, 2013.

Last year you approved a Specific Use Permit to allow for our business to continue. We were to replat the land into one lot. We were then to get building permits for buildings we built without permits. My husband operated the business and I was not as involved as I should have been.

My husband made serious mistakes in his behavior and is now serving time in our State Prison System for driving while intoxicated. I am operating the business and was not aware of our responsibilities to replat and get permits and landscape the front of our property.

I have contacted the surveyor and will not engage the surveyor to prepare the replat of the property in order that we can get building permits to correct the mistakes that we have made.

I will be in the Planning and Zoning meeting on Tuesday evening to speak to you and confirm that my intention is to correct all the city requirements that we have failed to correct.

I request that our Specific Use Permit not be revoked but allowed to stay in place for us to get the corrections made that we should have already completed.

Thank you for your understanding.

Sincerely,

A handwritten signature in black ink, appearing to read 'Huda Mahdi', with a stylized flourish extending to the left.

Huda Mahdi

## CITY OF LANCASTER CITY COUNCIL

### City Council Regular Meeting

9.

**Meeting Date:** 12/11/2023

**Policy Statement:** This request supports the City Council 2023-2024 Policy Agenda

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

**Submitted by:** Carey D. Neal Jr, Deputy City Manager

---

#### **Agenda Caption:**

Discuss and consider a resolution approving the City of Lancaster Public Improvement District (PID) Advisory Board Appointments.

#### **Background:**

At the October 28, 2019, regular meeting, City Council approved a resolution revising the Public Improvement District (PID) policy. Texas Local Government Code chapter 372 states that the responsibility of appointing an advisory board is that of the governing body of the city or county.

Each Public Improvement District held a meeting and considered names/nominees to serve on the advisory board. The following represent the names received from each of the Public Improvement Districts:

#### **Beltline Ashmoore Estates Public Improvement District**

Deborah Taylor

#### **Boardwalk Public Improvement District**

Eddie Thomas

Trina Whaley

#### **Glendover Estates Public Improvement District**

Carolyn Price

#### **Lancaster Mills Public Improvement District**

Charles Gojer (Undeveloped property owner)

#### **Meadowview Public Improvement District**

Kevin Monday

Tanya Thomas

#### **Millbrook East Public Improvement District**

Cheryl Freeman

#### **Pleasant Run Estates Public Improvement District**

Rickey Childers

Carolyn Washington

#### **Rolling Meadows Public Improvement District**

Kimberly Jones-Ruiz  
Charles Smith  
Ijeoma Onyejiaka

**Tribute at Mills Branch and Tribute East Public Improvement District**

David W. Lewis  
Mildred DeJesus  
Carla Gates

**Operational Considerations:**

As prescribed by Chapter 372 of the Texas Local Government Code and the PID policy, the Lancaster City Council will appoint all PID Advisory board members.

**Legal Considerations:**

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

**Public Information Considerations:**

This item is 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 the approval of the resolution as submitted.

**Attachments**

Resolution  
Exhibit A

---



**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS APPROVING PUBLIC IMPROVEMENT DISTRICT ADVISORY BOARD APPOINTMENTS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Lancaster, Texas has previously adopted a Public Improvement District Policy; and

**WHEREAS**, Public Improvement Districts support Lancaster neighborhoods and seek to strengthen and connect neighborhoods; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to provide a consistent process of implementing Public Improvement Districts; and

**WHEREAS**, the City Council desires to support the process of policy implementation for the purposes of uniformity amongst all City boards and commissions.

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

**SECTION 1.** That the following persons are hereby appointed to the respective nine (9) Public Improvement District Advisory Boards, as detailed in the attached Exhibit "A".

**SECTION 2.** 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 3.** 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 11th day of December, 2023.

**ATTEST:**

**APPROVED:**

---

Sorangel O. Arenas, City Secretary

---

Clyde C. Hairston, Mayor

**APPROVED AS TO FORM:**

---

David T. Ritter, City Attorney

# **Public Improvement District (PID)**

## **Advisory Board Members**

### **FY 2023-2024**

#### **Beltline Ashmoore Estates PID**

Deborah Taylor

#### **Boardwalk PID**

Eddie Thomas

Trina Whaley

#### **Glendover Estates PID**

Carolyn Price

#### **Lancaster Mills PID**

Charles Gojer

#### **Meadowview PID**

Kevin Monday

Tanya Thomas

#### **Millbrook East PID**

Cheryl Freeman

#### **Pleasant Run Estates PID**

Rickey Childers

Carolyn Washington

#### **Rolling Meadows PID**

EXHIBIT A

Kimberly Jones-Ruiz

Charles Smith

Ijeoma Onyejiaka

**Tribute at Mills Branch and Tribute East PID**

David W. Lewis

Mildred DeJesus

Carla gates

## CITY OF LANCASTER CITY COUNCIL

### City Council Regular Meeting

10.

**Meeting Date:** 12/11/2023

**Policy Statement:** This request supports the City Council 2023-2024 Policy Agenda

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

**Submitted by:** Dori Lee, Assistant City Manager and Civil Service Director

---

#### **Agenda Caption:**

Discuss and consider confirmation of Civil Service Commission appointment as designated by the City Manager.

#### **Background:**

City of Lancaster Police Officers and Firefighters serve under the Texas Local Government Code Chapter 143 State Civil Service provisions. State law requires the City to have a three-member Civil Service Commission. It also requires that the City Manager make the appointments to the Commission with confirmation by City Council.

There are currently no vacancies on the Civil Service Commission. Commission Member Corey Womack has a term that expires in 2023. He has submitted his application seeking to be re-appointed to the Civil Service Commission.

The City Manager respectfully requests the re-appointment of Corey Womack, to the Civil Service Commission. Currently, serving on the Civil Service Commission are:

Member	Term Expires
Corey Womack	2023
Keith Whitley, Vice Chair	2024
Audley Logan, Chair	2025

#### **Operational Considerations:**

State law requires that the City maintain a Civil Service Commission. With only three members on the Commission, it is important that all three positions be filled in order for the Commission to conduct its required business.

#### **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 confirm the City Manager's recommendation.
2. City Council may deny the City Manager's recommendation and request the City Manager to solicit additional applications.

#### **Recommendation:**

The City Manager requests favorable consideration by confirming the recommendation.

**Attachments**

Application

---



## Boards and Commissions 2023 Reappointment Preference



For consideration during the annual appointment process,  
please submit your application by September 5<sup>th</sup>, 2023

Dear Board or Commission Member:

Our records indicate your current appointment will expire in December 1, 2023. Please complete the information below to indicate if you are interested in being reappointed to the:

Civil Service  
(Current Board or Commission)

Name: Corey Womack DOB: [REDACTED] Driver's License: [REDACTED]  
Address: [REDACTED] Zip: [REDACTED] Length of residency: 15 years

Home Phone: [REDACTED] Cell Phone: [REDACTED]  
Email Address: [REDACTED] Occupation: Fire Captain - Dallas, TX

Do wish to be reappointed ☒ Do not wish to be reappointed ☐

Are you a registered voter? ☒ YES ☐ NO

Do you have any delinquent accounts (utility, property taxes, etc.) with the City? ☐ YES ☒ NO

### DISCLOSURE OF PERSONAL INFORMATION

**Note: Under the Public Information Act, a Driver's License number is not public information  
and will not be released.**

I, Corey Womack, an applicant for a board or commission appointment for the City of  
Lancaster, Texas elect to: ☐ ALLOW ☒ NOT ALLOW Public access to my personal information.

Signature: Corey Womack Date: 9/2/23

Please return your completed **Boards and Commissions 2021 Reappointment Preference** to the City Secretary's  
Office at 211 N. Henry St., or mail to P. O. Box 940, Lancaster, TX 75146 or email at [citysecretary@lancaster-tx.com](mailto:citysecretary@lancaster-tx.com). If you have any questions, please feel free to give our office a call at 972.218.1310.



# CITY OF LANCASTER CITY COUNCIL

## City Council Regular Meeting

11.

**Meeting Date:** 12/11/2023

**Policy Statement:** This request supports the City Council 2023-2024 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

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### **Agenda Caption:**

Discuss and consider confirmation of appointments made by the Mayor for appointments to the City of Lancaster Zoning Board of Adjustment.

### **Background:**

As set by Ordinance 2023-10-47, the Zoning Board of Adjustment members are appointed by the Mayor and confirmed by the City Council.

The Zoning Board of Adjustment consists of five regular members and an alternate. Currently, serving on the Zoning Board of Adjustment are:

	Term Expires
Darlene Webb	2024
Vanessa Obi	2024
Deborah Taylor	2023
Margaret Brooks	2023
Sherri Williams	2023
Alternate member: Shanette Kennedy	2023

### **Operational Considerations:**

Mayor Hairston will make appointments and Council will confirm members. A motion, with a second, and an affirmative vote is required to confirm the appointments.

### **Options/Alternatives:**

1. City Council may confirm the Mayor's appointments.
2. City Council may deny the Mayor's appointments and request the Mayor to solicit additional applications.

### **Recommendation:**

Boards and Commissions appointments are solely at Council's discretion.

### **Attachments**



Zoning Board of Adjustment	Term Expires	Desires Reappointment		Notes
		YES	NO	
1. Darlene Webb	2024			1. Darlene Webb
2. Vanessa Obi	2024			2. Vanessa Obi
3. Deborah Taylor	2023	✓		3.
4. Margaret Brooks	2023	✓		4.
5. Sherri Williams	2023	✓		5.
ALTERNATE:				
1. Shanette Kennedy	2023	✓		1.

**Note: Mayor appoints and City Council Confirm**

## CITY OF LANCASTER CITY COUNCIL

### City Council Regular Meeting

12.

**Meeting Date:** 12/11/2023

**Policy Statement:** This request supports the City Council 2023-2024 Policy Agenda

**Goal(s):**

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

**Submitted by:** Stephanie Renteria, Administrative Secretary, City Secretary's Office

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### **Agenda Caption:**

Discuss and consider the annual appointments to City of Lancaster Boards and Commissions.

### **Background:**

For boards and commissions appointments, recruiting efforts for applications were made through various sources. Some examples are the website, social media, at the town hall meetings and at the Recreation Center, Library, Trash-Off, and Civic Leadership Academy. An appointment worksheet is attached to facilitate nominations to fill vacancies. The attached worksheet outlines all vacancies.

### **Operational Considerations:**

Vacancies may be filled through any combination of reappointment of existing members or appointment of new applicants and alternates.

### **Animal Shelter Advisory Board**

State requirements for appointment to the Animal Shelter Advisory Board under Section 823.005 of the Texas Health and Safety Code, stipulate a municipality in which an animal shelter is located, is required to appoint an advisory committee to assist in complying with state requirements.

Under the state code, the advisory committee must be composed of at least:

- One (1) licensed veterinarian
- One (1) municipal officer
- One (1) person whose duties include the daily operation of the animal shelter
- One (1) representative from an animal welfare organization

Member	Role/Capacity	Term Expires
Dori Lee	Municipal Officer*	2023
Floreli Gurrusquieta	Involved in Operation of Shelter*	2024
Dr. Caroline Brown	Veterinarian*	2024
Toryn Fowler	Regular Position	2023
Vacant	Animal Welfare Org.	2023
Christye Boyd	Alternate	2023

\*\*desires reappointment \*state requirement .

### Capital Improvements Advisory Committee

State requirements for appointment to the Capital Improvements Advisory Committee under The Committee is established pursuant to Texas Local Government Code, Section 395.058, to (a) advise and assist the City in adopting land use assumptions; (b) review the City's capital improvements plan and file written comments; (c) monitor and evaluate the implementation of the City's capital improvements plan; (d) file semi-annual reports with respect to the progress of the City's capital improvements plan and report to the City Council any perceived inequities in implementing the plan or imposing the impact fee; and advise the City Council of the need to update or revise the land use assumptions, capital improvements plan, and impact fee.

Under the state code, the advisory committee must be composed of at least:

- Two (2) individuals involved in real estate, development, or building industries who are not employees or officials of a political subdivision or governmental entity

Member	Role/ Capacity	Term Expires
Vacant	ETJ*	2024
Vacant	Real Estate/ Development*	2024
Daniel Holden**	Regular Position	2023
Pam Baugher**	Realtor*	2023
Pamela Davis Wagner**	Regular Position	2023
Knijinski Mathonican	Alternate	2023

\*\*desires reappointment \*state requirement

It is necessary that Council make appointments such that state requirements are met.

### Historic Landmark Preservation Committee

State requirements for appointment to the Historic Landmark Preservation Committee is established pursuant to Texas Local Government Code, Section 211.001 and is required to appoint an advisory committee to assist in complying with state requirements.

Under the state code, the advisory committee must be composed of at least:

- One (1) member of the Lancaster Historical Society (LHS)
- One (1) member shall be the owner of a designated historic landmark or property within a historic district.
- Three (3) shall have experience and/or expertise in the following fields: architecture, planning, landscape architecture, building construction, or real estate appraisal.

Member	Role/Capacity	Term Expires
Dee Hinkle	Building Construction*	2024
Patricia Siegfried-Giles	LHS Member*	2024
Glenn Hooper**	Architect*	2023
Russell Webb**	Property Owner*	2023
Paul Wiseman**	Real Estate*	2023
Michelle Washington	Alternate	2023

**\*\*desires reappointment \*state requirement**

HLPC members are appointed by Planning and Zoning and confirmed by City Council. It is necessary that the Council make appointments such that state requirements are met. On November 7, 2023, at the regular meeting of the Planning and Zoning Commission, the members made the recommendation to re-appoint all current members.

### **Youth Advisory Committee**

The City Manager appoints Youth Advisory Committee Members and City Council appoints the Adult Sponsor.

<b>Adult Sponsor</b>	<b>Role/Capacity</b>	<b>Term Expires</b>
Alleta Lagrange	Adult Sponsor	2024
Judith "Jo" Osegueda	Adult Sponsor	2023

<b>Youth Member</b>	<b>Role/Capacity</b>	<b>Term Expires</b>
Amari- Elise Jefferson	Youth	2023
Dezman Hereford	Youth	2023
Pangrace Manga	Youth	2023
Dwight Wheaton	Youth	2023
Ne'vah Ates	Youth	2023
Taylor Adams	Youth	2024
James E. Mitchell III	Youth	2024
Trinity Fripes	Youth	2024
Holy Igwe	Youth	2024
Kendyol Johnson	Youth	2024

### **Other Appointment Notes**

Zoning Board of Adjustment members are appointed by the Mayor and confirmed by City Council; The Planning & Zoning Commission makes recommendations for appointments to the Historic Landmark Preservation Committee, which are confirmed by City Council. Civil Service Commission appointments are recommended by the City Manager and confirmed by City Council. Also, there are companion items with the boards listed above.

### **Options/Alternatives:**

The City Council may choose to:

1. Make appointments from new applications on hand.
2. Reappoint members whose terms are expiring.
3. Appoint an alternate to fill a regular position and then appoint a new alternate.
4. Delay some appointments until a future City Council meeting.
5. Leave any regular position or alternate position unfilled at this time.

### **Recommendation:**

Boards and Commissions appointments are solely at City Council's discretion.

### **Attachments**

2023 Applicants

Appointment worksheet





Boards and Commissions																	
Applicant	District	Airport	Animal	CIAC	CSC	HLPC	LEDC	Library	LRDC	Museum	Parks Advisory	Public Eng.	PSAB	P&Z/Sign/ Tree	YAC	ZBA	Notes
Antonio Paulo	5						2							3	1		Juvenile supervision officer; applied 2023
Brooke Shepard	1							1									Applied 2023
Cornelia McCowan	2								2		1						Manager; applied 2023
Daniel McCowan	2				3			1			2						Student; applied 2023
Debra Jackson	1				3	4		1			2						Retired; applied 2023
Gabrielle Paulo	5						2	3	1								Educator; applied 2023
Henry Jackson	1							1			2						Retired; applied 2023
Ijeoma Onyejiaka	2						1										Network GRC; applied 2023
Jeremy Crow	6						1										Retail distrubution; applied 2023
Juana Valezquez	5				1								2				Property Claims Adjuster; applied 2023
Karen Nolen Austin	1						2			1						3	Applied 2023
Kirsten George	1								2		1						Office Administrator for a construction company that builds parks and ballfields; applied 2023
Kristen Wicks	6			1			3						2				Sr. Brokerage Account; applied 2023; 90+ past due balance UB
LaFlore Taushia	1			2	3		1										Applied 2023
Marquita Mitchell	6														1		CSR; applied 2023
Meredith Delaisse	1		1														Lead systems administrator; Apart of an Animal Welfare Organizationapplied 2023
Miguel Gonzalez	1		2	1													Education consultant; open to any board; applied 2023
Miracle Bennett	2		1														Realtor; Apart of an Animal Welfare Organization applied 2023
Nicole Matthews	2							2		1							Library Assistant; applied 2023
Pablo Barbieri	ETJ			1													Talent aquistion manager (Tech); applied 2023
Paula Young	5												1	2			Open to any board; new application submitted 2023
Preston E. Malone	2				1					2					3		Classroom Educator; applied 2023
Sharonda Betts	4							2						1			High School Teacher; Open to any Board; applied 2023
Sonya Roston	4												3	1		2	Retired; applied 2023
Tynisha Leach	4							2	3		1						Customer Service Agent; applied 2023
Victoria Fendall	6			2	3		1										CEO; applied 2023
Adaliese Harris	ETJ													1	2		Counselor: Open to any board; applied 2021; interviewed 2022
Andre Lindsey	2										2		1		3		Dispatcher; applied in 2021; interviewed 2022
Becky Marish	6			2			1							3			Registered Nurse; applied in 2021; interviewed 2022
Carlos Gray	5								2		1				3		retired; applied in 2022 interviewed 2022
Ruby Thomas	2						1										realtor; applied in 2021; interviewed 2022

## 2023-2024 Boards, Commissions and Committees

Airport Advisory Board	Term Expires	Desires Reappointment		Notes
		YES	NO	
1. Sedrick Butler	2024			1. Sedrick Butler
2. Gary Wilson	2024			2. Gary Wilson
3. Dean Byers	2023	✓		3.
4. John Stewart	2023	✓		4.
5. Kurtis Samples	2023	✓		5.
ALTERNATE:				
1. William Newton	2023			1.

Animal Shelter Advisory Committee	Term Expires	Desires Reappointment		Notes
		YES	NO	
1. *Dr. Caroline Brown(Vet)	2024			1. <i>Dr. Caroline Brown</i>
2. *Florel Gurrusquieta (Daily Duties)	2024			2. <i>Florel Gurrusquieta</i>
3. Dori Lee (Municipal)	2023			3. <i>Dori Lee</i>
4. *Vacant (Welfare)	2023			4. <i>Vacant</i>
5. Toryn Fowler	2023		✓	5.
ALTERNATE:				
1. Christye Boyd	2023	✓		1.

**Note: \*State requirement**

Capital Advisory Committee	Term Expires	Desires Reappointment		Notes
		YES	NO	
1. *Vacant (ETJ)	2024			1. Vacant
2. *Vacant (Real Estate, Development, building industries)	2024			2. <i>Vacant</i>
3. Daniel Holden	2023	✓		3.
4. *Pam Baugher (Real Estate, Development, building industries)	2023	✓		4.
5. Pamela Davis Wagner	2023	✓		5.
ALTERNATE:				
1. Knijinski Mathonican	2023			1.

Civil Service Commission	Term Expires	Desires Reappointment		Notes
		YES	NO	
1. Audley Logan	2025			1. Audley Logan
2. Keith Whitley	2024			2. Keith Whitley
3. Corey Womack	2023	✓		3.

**Note: City Manager appoints and City Council confirms**

Economic Development Corp. Board (4A)	Term Expires	Desires Reappointment		Notes
		YES	NO	
1. Ellen Clark	2024			1. Ellen Clark
2. Ted Burk	2024			2. Ted Burk
3. Octavia Giadolor	2024			3. Octavia Giadolor
4. Adrienne Davis	2023	✓		4.
5. Sandi Collier	2023	✓		5.

## 2023-2024 Boards, Commissions and Committees

<b>Historic Landmark Preservation Committee</b>	<b>Term Expires</b>	<b>Desires Reappointment YES                  NO</b>	<b>Notes</b>
1. Dee Hinkle (Property Owner in Historic District)	2024		1. Dee Hinkle
2. Patricia Siegfried-Giles (Member of Lancaster Historical Society)	2024		2. Patricia Siegfried-Giles
3. Glenn Hooper (Architecture, planning, landscape architecture, building construction, real estate appraisal)	2023	✓	3.
4. Russell Webb (Architecture, planning, landscape architecture, building construction, real estate appraisal)	2023	✓	4.
5. Paul Wiseman (Architecture, planning, landscape architecture, building construction, real estate appraisal)	2023	✓	5.
ALTERNATE:			
1. Michelle Washington	2023	✓	1.

**Note: Planning & Zoning appoints and City Council confirms**

<b>Lancaster Recreational Development Corp. (4B)</b>	<b>Term Expires</b>	<b>Desires Reappointment YES                  NO</b>	<b>Notes</b>
1. Latitia Carter	2024		1. Latitia Carter
2. Linda Halton	2024		2. Linda Halton
3. Sheila L. Wilson	2024		3. Sheila L. Wilson
4. Harmonica Mays	2023	✓	4.
5. LaMonica Hudleton	2023	✓	5.
6. Mary Sykes	2023	✓	6.
7. William Freeman	2023	✓	7.

<b>Lancaster State Auxiliary Museum Advisory Board</b>	<b>Term Expires</b>	<b>Desires Reappointment YES                  NO</b>	<b>Notes</b>
1. Elizabeth Richardson	2024		1. Elizabeth Richardson
2. Wynter M. Dalton	2024		2. Wynter Dalton
3. Cheryl Jackson	2023	✓	3.
4. Leon Powers	2023		4.
5. Vacant	2023		5. <i>Vacant</i>
ALTERNATE:			
1. Saran Sanchez	2023	✓	1.

## 2023-2024 Boards, Commissions and Committees

Library Advisory Board	Term Expires	Desires Reappointment		Notes
		YES	NO	
1. Angela McCowan	2024			1. Angela McCowan
2. David Birge	2024			2. David Birge
3. Carla Braxton	2023		✓	3.
4. Cecelia J Smith Whitson	2023	✓		4.
5. Donna Ivy	2023	✓		5.
ALTERNATE:				
1. Shannon Bell	2023			1.

Parks & Rec. Advisory Board	Terms Expires	Desires Reappointment		Notes
		YES	NO	
1. Jerry W. Giles	2024			1. Jerry W. Giles
2. Frances Allen	2024			2. Frances Allen
3. Abe Cooper	2023	✓		3.
4. Alan Beavers	2023	✓		4.
5. Andrea Bollin	2023	✓		5.
ALTERNATE:				
1. Kenneth King	2023			1.

Planning & Zoning Commission/ Sign Control Board/ Tree	Term Expires	Desires Reappointment		Notes
		YES	NO	
1. Spencer Hervey	2024			1. Spencer Hervey
2. Taryn Walker	2024			2. Taryn Walker
3. Isabel Aguilar	2023		✓	3.
4. Lawrence Prothro	2023	✓		4.
5. Temika Whitfield	2023	✓		5.
ALTERNATE:				
1. Karen Collins	2023	✓		1.

Property Standards & Appeals Board	Term Expires	Desires Reappointment		Notes
		YES	NO	
1. Joyce Whitaker	2024			1. Joyce Whitaker
2. Pamela Yargin	2024			2. Pamela Yargin
3. Cassandra Andrews	2023	✓		3.
4. Donna Lee	2023	✓		4.
5. Sharonda Peppers	2023			5.
ALTERNATE:				
1. Kevin Allen	2023	✓		1.

## 2023-2024 Boards, Commissions and Committees

Public Engagement Committee		Term Expires	Desires Reappointment		Notes
			YES	NO	
1.	(Dist 1)	2025			1. (Dist 1)
2.	(Dist 2)	2025			2. (Dist 2)
3.	(Dist 3)	2025			3. (Dist 3)
4.	(Dist 4)	2026			4. (Dist 4)
5.	(Dist 5)	2026			5. (Dist 5)
6.	(Dist 6)	2026			6. (Dist 6)
7.	(Mayor)	2026			1. (Mayor)

Youth Advisory Committee		Term Expires	Desires Reappointment		Notes
			YES	NO	
1.	Judith "Jo" Osegueda	2024			1. Judith "Jo" Osegueda
2.	Alleeta Lagrange	2023			2.

**Note: City Manager appoints and City Council Confirms**

Zoning Board of Adjustment		Term Expires	Desires Reappointment		Notes
			YES	NO	
1.	Darlene Webb	2024			1. Darlene Webb
2.	Vanessa Obi	2024			2. Vanessa Obi
3.	Deborah Taylor	2023	✓		3.
4.	Margaret Brooks	2023	✓		4.
5.	Sherri Williams	2023	✓		5.
ALTERNATE:					
1.	Shanette Kennedy	2023	✓		1.

**Note: Mayor appoints and City Council Confirm**



## CITY OF LANCASTER CITY COUNCIL

### City Council Regular Meeting

13.

**Meeting Date:** 12/11/2023

**Policy Statement:** This request supports the City Council 2023-2024 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

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### **Agenda Caption:**

The City Council shall convene into closed executive session pursuant to Texas Gov't Code Section 551.071(1)(a) (pending or contemplated litigation) to seek legal advice from the City Attorney re:

1. In re: Aqueous Film-Forming Foam Products Liability Litigation MDL, pending in the U.S. District Court for the S.D. of South Carolina, related proposed 3M Global Settlement, and related matters
2. Dallas County Master Capital Improvement (MCIP) project 31403, Pleasant Run Road improvements.

## LANCASTER CITY COUNCIL

### City Council Regular Meeting

14.

**Meeting Date:** 12/11/2023

**Policy Statement:** This request supports the City Council 2023-2024 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

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#### **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.