



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

**Monday, February 11, 2013 - 7:00 PM**

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**CALL TO ORDER**

**INVOCATION:** Ministerial Alliance

**PLEDGE OF ALLEGIANCE:** Councilmember Walter Weaver

**CITIZENS' COMMENTS:**

At this time citizens who have pre-registered before the call to order will be allowed to speak on any matter other than personnel matters or matters under litigation, for a length of time not to exceed three minutes. No Council action or discussion may take place on a matter until such matter has been placed on an agenda and posted in accordance with law.

**CONSENT AGENDA:**

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

C1. Consider approval of minutes from the:

- (a) City Council Regular Meeting held January 14, 2013; and
- (b) City Council Regular Meeting held January 28, 2013.

C2. Consider a resolution approving the terms and conditions of a Memorandum of Understanding for bioterrorism or health emergency assistance by and between the City of Lancaster and the County of Dallas, Texas, to provide resources during a bioterrorism or health emergency.

C3. Consider a resolution approving the terms and conditions of the City owned T-Hangar non-commercial lease from building 690 at the Lancaster Regional Airport.

**ACTION:**

- 4. A. Discuss and consider a resolution waiving the requirement for connection to the City of Lancaster water and wastewater system for the Ridge Logistics Center, subject to the approval of the final plat.

B. Discuss and consider a resolution authorizing the Mayor to enter into a License Agreement by and between the City of Lancaster and Ridge Property Trust for the ongoing maintenance in the medians within Balmorra and Telephone Road (City of Lancaster rights-of-ways) and State Highway 342/Dallas Avenue (a Texas Department of Transportation right-of-way).

### **EXECUTIVE SESSION:**

5. The City Council shall convene into closed executive session pursuant to Section § 551.071 (1) of the TEXAS GOVERNMENT CODE to consult with the City Attorney concerning pending litigation or settlement offer regarding Cause No. DC11-10174 Con-Way Truckload, Inc. v. the City of Lancaster.
6. Reconvene into open session. Consider and take appropriate action(s), if any, on executive session matters.

### **ACTION:**

7. Discuss and consider an ordinance repealing, rescinding and revoking Ordinance No. 2013-01-02 of the City of Lancaster, Texas; repealing a grant of zoning from Light Industrial to Planned Development on approximately 59.04 acres of land located in the City of Lancaster, Dallas County, Texas, and more generally located on the north side of Daniieldale Road approximately 1,340± feet west of the intersection of Houston School Road and Daniieldale Road.
8. Discuss and consider directing staff to initiate an amendment to the Comprehensive Land Use Plan for the 100 acres ± of land located in the City of Lancaster, generally located within the SB Runyon Survey, Abstract 1199, recorded in Volume 99155, Page 60, Dallas County.
9. Discuss and consider directing staff to begin a City-initiated zoning case on the property owned by Con-way Truckload, approximately 59.04 acres of land generally located on the north side of Daniieldale Road approximately 1,340± feet west of the intersection of Houston School Road and Daniieldale Road.

### **ADJOURNMENT**

EXECUTIVE SESSION: The Council reserves the right to convene into executive session on any posted agenda item pursuant to Section 551.071(2) of the TEXAS GOVERNMENT CODE to seek legal advice concerning such subject.

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**ACCESSIBILITY STATEMENT:** The Municipal Center is wheelchair-accessible. For sign interpretive services, call the City Secretary's office, 972-218-1311, or TDD 1-800-735-2989, at least 72 hours prior to the meeting. Reasonable accommodation will be made to assist your needs.

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**Certificate**

**I hereby certify the above Notice of Meeting was posted at the Lancaster City Hall on February 8, 2013 @ 9:00 a.m. and copies thereof were hand delivered to the Mayor, Mayor Pro-Tempore, Deputy Mayor Pro-Tempore and Council members.**

A handwritten signature in blue ink that reads "Dolle K. Downe". The signature is written in a cursive style and is positioned above a horizontal line.

Dolle K. Downe, TRMC  
City Secretary

# **LANCASTER CITY COUNCIL**

## **Agenda Communication**

**February 11, 2013**

Item 1

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### **Consider approval of minutes from the:**

- (a) City Council Regular Meeting held January 14, 2013; and**
  - (b) City Council Regular Meeting held January 28, 2013.**
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### **Background**

Attached for your review are minutes from the:

- (a) City Council Regular Meeting held January 14, 2013

At the City Council meeting on January 28, 2013, Council voted to table the January 14, 2013 minutes due to concerns regarding action taken on the Con-Way Truckload matter. The January 14 minutes reflect actions taken by Council at the January 14, 2013 meeting; no changes have been made to the draft minutes as originally presented.

- (b) City Council Regular Meeting held January 28, 2013

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### **Submitted by:**

Dolle K. Downe, City Secretary

## **MINUTES**

### **LANCASTER CITY COUNCIL MEETING OF JANUARY 14, 2013**

The City Council of the City of Lancaster, Texas, met in Regular session in the Council Chambers of City Hall on January 14, 2013 at 7:00 p.m. with a quorum present to-wit:

#### **Councilmembers Present:**

Mayor Marcus E. Knight  
Stanley Jaglowski  
Mayor Pro Tem Marco Mejia  
LaShonjia Harris  
Nina Morris

#### **Councilmembers Absent:**

Walter Weaver  
Deputy Mayor Pro Tem James Daniels

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

Opal Mauldin Robertson, City Manager  
Alicia Oyedele, Assistant to the City Manager  
Larry Flatt, Police Chief  
Thomas Griffith, Fire Chief  
Dori Lee, Human Resources Director  
Rona Stringfellow Govan, Managing Director Public Works / Development Services  
Kevin Moore, Recreation Superintendent  
Julie Doshier, Associate Attorney on behalf of City Attorney Robert Hager  
Dolle Downe, City Secretary

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

Mayor Knight called the meeting to order at 7:00 p.m. on January 14, 2013.

#### **Invocation:**

Pastor John Richardson with Zion Chapel gave the invocation.

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

Councilmember LaShonjia Harris led the pledge of allegiance.

#### **Recognition:**

Mayor Knight recognized Boy Scout Troup 279 founded by the late Reverend Darnell Pemberton and noted that the troop has three Eagle Scouts including the scout leader, Charles Edward Hill's son. Mayor Knight commented on the importance of encouraging civic engagement.

#### **Citizens Comments:**

Keisha Pope, 520 Bald Cypress, stated that she had grievances regarding the Police Department and their response to calls to her home; stated that her complaints have been ignored and that responding police officers have been disrespectful during several incidents. Mayor Knight requested she leave a contact number so that the City Manager could directly discuss and address her specific concerns.

Dewayne Hardin, 2622 Arcady, declined to speak when called on.

Vic Buchanon, 1243 Margaret Court, expressed concerns about what changes may be made in the Code of Ordinances (agenda item C2); also voiced concern about the Con-way matter (agenda item 4) being back on the agenda and Deputy Mayor Pro Tem Daniels, who placed the item on the agenda, not being present at the meeting.

Jim Cheshier, 739 S. Dallas Avenue, stated that the tree is still hanging over the creek at the golf course; thanked staff at the Senior Center and volunteers for their diligent efforts and hard work at the Senior Center.

John Greene, attorney representing Con-Way Truckload, asked that Council agree to reconsider the Con-way item stating that they believe it should be reconsidered for these reasons: the rezoning is consistent with the City's Comprehensive Plan; staff recommended approval of the rezoning; the Planning and Zoning Commission recommended approval; the proposed ordinance is consistent with what was agreed to in mediation; at the Council meeting on September 24, 2012, City Council agreed to the rezoning; and the City would benefit from the jobs created; Mr. Greene commented that at this time, the property will probably remain a field.

Mark Timpe, Assistant Treasurer, Con-Way Truckload, commented that the property was purchased in December 1989 and a second parcel added in 1997; 23 acres were developed; in 2007, Con-Way offered excess property of approximately 18 acres for sale to Martin Transportation with Martin withdrawing their offer due to the inability to secure rezoning; stated that Con-way has continued to work with staff and following several turn downs, has received recommendation of approval from the Planning and Zoning Commission; Mr. Timpe noted that a number of undesirable types of businesses have been removed and pointed out that they are not limited to only considering trucking company uses; asked if denial of the ordinance is an unfair restriction of their trade.

**Consent Agenda:**

City Secretary Downe read the consent agenda.

- C1. Consider approval of minutes from the City Council Regular Meeting held December 10, 2012.**
- C2. Consider an ordinance adopting and enacting a new Code of Ordinances; providing for the repeal of certain ordinances not included therein; providing a penalty for the violation thereof; and providing for the amendment of such Code.**
- C3. Consider a resolution approving the terms and conditions of the Memorandum of Understanding (MOA) with the Texas Commission on Environmental Quality (TCEQ) regarding Vehicle Idling Limitations within the City of Lancaster.**

Councilmember Jaglowski pulled agenda consent item C2.

**MOTION:** Councilmember Jaglowski made a motion, seconded by Mayor Pro Tem Mejia, to approve consent items C1 and C3. The vote was cast 5 for, 0 against [Weaver, Daniels absent].

Councilmember Jaglowski asked for clarification regarding the new Code of Ordinances [item C2]. City Secretary Downe stated that the ordinance adopts the recodification of the City's Code of Ordinances incorporating and updating ordinances as adopted and separates the non-development ordinances into its own volume. The Lancaster Development Code remains in full force and effect.

**MOTION:** Councilmember Morris made a motion, seconded by Mayor Pro Tem Mejia, to approve an ordinance adopting and enacting a new Code of Ordinances [item C2]. The vote was cast 5 for, 0 against [Weaver, Daniels absent].

4.
  - A. **Discuss and consider a motion to reconsider a request of the denial of an ordinance at the December 10, 2012 City Council meeting amending Ordinance No. 2006-04-13, the Lancaster Development Code and Zoning Map of the City of Lancaster, as amended, by granting a change in zoning from LI, Light Industrial, to PD, Planned Development, on approximately 59.04 acres of land in the City of Lancaster, Dallas County, Texas, and more generally located on the north side of Daniieldale Road approximately 1,340+ feet west of the intersection of Houston School Road and Daniieldale Road; and, if necessary,**
  - B. **Discuss and consider an ordinance amending Ordinance No. 2006-04-13, the Lancaster Development Code and Zoning Map of the City of Lancaster, as amended, by granting a change in zoning from LI, Light Industrial, to PD, Planned Development, on approximately 59.04 acres of land in the City of Lancaster, Dallas County, Texas, and more generally located on the north side of Daniieldale Road approximately 1,340+ feet west of the intersection of Houston School Road and Daniieldale Road.**

Mayor Knight noted that this matter has been requested to be brought back for reconsideration and is in two parts with the first part being the motion to reconsider the matter and then with an affirmative vote, consideration of the ordinance.

City Manager Mauldin Robertson stated that Deputy Mayor Pro Tem Daniels requested the item be brought forward for reconsideration and that any member of the governing body may make the motion for reconsideration.

Associate Attorney Doshier reiterated that any member of the governing body may make the motion for reconsideration and following a majority vote to reconsider, City Council may reconsider the zoning ordinance.

**MOTION:** Councilmember Jaglowski made a motion, seconded by Councilmember Morris, to reconsider a request of the denial of an ordinance at the December 10, 2012 City Council meeting regarding a change in zoning from LI, Light Industrial, to PD, Planned Development, on approximately 59.04 acres generally located on the north side of Danieldale Road approximately 1,340+ feet west of the intersection of Houston School Road and Danieldale Road [item 4A]. The vote was cast 3 for [Knight, Jaglowski, Morris], 2 against [Mejia, Harris] [Weaver, Daniels absent].

**MOTION:** Councilmember Morris made a motion, seconded by Councilmember Jaglowski, to consider an ordinance amending Ordinance No. 2006-04-13, the Lancaster Development Code and Zoning Map of the City of Lancaster, as amended, by granting a change in zoning from LI, Light Industrial, to PD, Planned Development, on approximately 59.04 acres of land in the City of Lancaster and more generally located on the north side of Danieldale Road approximately 1,340+ feet west of the intersection of Houston School Road and Danieldale Road [item 4B]. The vote was cast 3 for [Knight, Jaglowski, Morris], 2 against [Mejia, Harris] [Weaver, Daniels absent].

**MOTION:** Councilmember Morris made a motion, seconded by Mayor Pro Tem Mejia to adjourn. The vote was cast 5 for, 0 against [Weaver, Daniels absent].

The meeting was adjourned at 7:28 p.m.

**ATTEST:**

**APPROVED:**

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Dolle K. Downe, City Secretary

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Marcus E. Knight, Mayor



## **MINUTES**

### **LANCASTER CITY COUNCIL MEETING OF JANUARY 28, 2013**

The City Council of the City of Lancaster, Texas, met in Regular session in the Council Chambers of City Hall on January 28, 2013 at 7:00 p.m. with a quorum present to-wit:

#### **Councilmembers Present:**

Mayor Marcus E. Knight  
Walter Weaver  
Stanley Jaglowski  
Mayor Pro Tem Marco Mejia  
Deputy Mayor Pro Tem James Daniels  
LaShonjia Harris  
Nina Morris

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

Opal Mauldin Robertson, City Manager  
Cheryl Womble, Executive Assistant to the City Manager  
Larry Flatt, Police Chief  
Thomas Griffith, Fire Chief  
Pat Adamcik, Assistant Fire Chief  
Dori Lee, Human Resources Director  
Sheree Haynes, Finance Director  
Rona Stringfellow Govan, Managing Director Public Works / Development Services  
Kevin Moore, Recreation Superintendent  
Ed Brady, Economic Development Director  
Robert Hager, City Attorney  
Dolle Downe, City Secretary

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

Mayor Knight called the meeting to order at 7:00 p.m. on January 28, 2013.

#### **Invocation:**

Deacon Jones with World Harvest Ministries gave the invocation.

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

Councilmember Nina Morris led the pledge of allegiance.

#### **Proclamation:**

Mayor Knight read a proclamation proclaiming the week of January 28 – February 3, 2013 as Lancaster Fire Department Appreciation Week, acknowledging their essential, dedicated work in the protection of lives and property and expressing appreciation for their many services to the community.

**Citizens Comments:**

Chaz Rodgers, 120 Palm Drive, stated that she has lived in the City ten years and asked that her questions on the Request to Speak form be read into the record. Mayor Knight read the questions into the record as follows: "1. Who holds LPD and chief accountable for their actions or non-actions? 2. Do you have a flow chart for municipality including law enforcement? 3. Why is there secrecy with LPD as it relates to reporting of criminal activity? 4. What news reporting system do you use? 5. What are the duties of Mayor Knight when inappropriate measures happened with LPD? 6. I insist on resolution of LPD Internal Affairs, 2<sup>nd</sup> request 01.14.13."

Mayor Knight indicated that the City Manager, Opal Mauldin Robertson, is responsible for operations and that the Police Chief reports to City Manager Mauldin Robertson; Mayor Knight further explained that his role and the Council's role is one of policymaking with the City Manager reporting to the governing body [City Council].

Mayor Knight told Ms. Rodgers that he would be glad to speak with her after the meeting with further details and indicated that he would arrange a meeting with her, the City Manager and himself. Ms. Rodgers stated that she expected answers to her questions.

Carolyn Morris, 887 Wintergreen, congratulated the Fire Department commenting that we respect and appreciate their services; stated that she wants to address election law and know the protocol regarding the question of residency of Councilmember Mejia; asked how you could represent your constituents when you do not live in the district.

**Consent Agenda:**

City Secretary Downe read the consent agenda.

- C1. Consider approval of minutes from the City Council Regular Meeting held January 14, 2013.**
- C2. Consider a resolution declaring certain board, commission and committee position(s) vacant due to excessive absences.**
- C3. Consider a resolution approving the terms and conditions of a Disaster Coordination Agreement by and between the City of Lancaster and the American Red Cross – North Texas Region to provide response during a disaster.**
- C4. Consider a resolution approving the terms and conditions of an Interlocal Agreement by and between the City of Dallas and the City of Lancaster to provide certain biomedical on-line services.**
- C5. Consider a resolution approving the terms and conditions of a Disaster Resource Memorandum of Agreement by and between the City of Lancaster and the Emergency Medical Task Force, Department of State Health Services Lead Regional Advisory Council (Lead RAC), North Central Texas Trauma Regional Advisory Council (NCTTRAC) to provide resources during a disaster.**

Mayor Pro Tem Mejia pulled agenda consent item C1.

**MOTION:** Mayor Pro Tem Mejia made a motion, seconded by Deputy Mayor Pro Tem Daniels, to approve consent items C2 – C5. The vote was cast 7 for, 0 against.

Mayor Pro Tem Mejia commented that since there is a cloud regarding the action on the Con-way matter, he would like to postpone consideration of the January 14 minutes. Councilmember Morris stated that regardless of the Con-Way matter, the January 14 minutes reflect the Council action on that date.

**MOTION:** Mayor Pro Tem Mejia made a motion, seconded by Deputy Mayor Pro Tem Daniels, to table the January 14, 2013 minutes to the Council meeting of February 11, 2013. The vote was cast 4 for, 3 against [Knight, Jaglowski, Morris].

**Executive Session:**

At 7:19 p.m. Council recessed to go into Executive Session. At 7:21 p.m. the Council convened into closed Executive Session pursuant to:

6. **The City Council shall convene into closed executive session pursuant to Section § 551.071 (1) of the TEXAS GOVERNMENT CODE to consult with the City Attorney concerning pending litigation or settlement offer regarding Cause No. DC11-10174 Con-Way Truckload, Inc. v. the City of Lancaster.**
7. **Reconvene into open session. Consider and take appropriate action(s), if any, on executive session matters.**

The City Council recessed from Executive Session at 8:12 p.m. and reconvened into open session at 8:15 p.m.

**MOTION:** Mayor Pro Tem Mejia made a motion, seconded by Deputy Mayor Pro Tem Daniels, to direct staff to bring an agenda item for City Council consideration at the February 11, 2013 meeting to institute a change of zoning on the property owned by Con-way Truckload as previously voted on December 10, 2012 and January 14, 2013. The vote was cast 4 for, 3 against [Knight, Jaglowski, Morris].

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

The meeting was adjourned at 8:17 p.m.

**ATTEST:**

**APPROVED:**

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Dolle K. Downe, City Secretary

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Marcus E. Knight, Mayor

# LANCASTER CITY COUNCIL

## Agenda Communication

February 11, 2013

Item 2

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**Consider a resolution approving the terms and conditions of a Memorandum of Understanding for bioterrorism or health emergency assistance by and between the City of Lancaster and the County of Dallas, Texas, to provide resources during a bioterrorism or health emergency.**

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**This request supports the City Council 2012-2013 Policy Agenda.**

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

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### **Background**

**This Agreement is in place for local health emergencies. The City of Lancaster would call on the Dallas County Health Department to respond in the event of disease outbreak. The provisions of this Agreement are activated whenever the City of Lancaster declares a local health emergency requiring the application of control measures to mitigate sickness and death.**

### **Considerations**

- **Operational** – This Agreement allows the City of Lancaster to call on the Dallas County Health Department to assist in the event of a local health emergency.
- **Legal** – The City Attorney has reviewed the Agreement.
- **Financial** – There are no costs associated with the Agreement.
- **Public Information** – No public information required.

### **Options/Alternatives**

1. Approve the proposed resolution.
2. Reject the resolution and discontinue disaster assistance from Dallas County.

### **Recommendation**

**Staff recommends that City Council approve the resolution.**

**Attachments**

- Resolution
  - Memorandum of Understanding For Bioterrorism Or Health Emergency Assistance
- 

**Submitted by:**

Thomas Griffith, Fire Chief

## **RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A MEMORANDUM OF UNDERSTANDING FOR BIOTERRORISM OR HEALTH EMERGENCY ASSISTANCE BY AND BETWEEN THE CITY OF LANCASTER AND THE COUNTY OF DALLAS, TEXAS; TO PROVIDE RESOURCES DURING A BIOTERRORISM OR HEALTH EMERGENCY; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, in order to protect the health and safety of the public throughout Dallas County, the Dallas County Health Department wishes to assist cities with Bioterrorism and Health Emergencies; and

**WHEREAS**, the City of Lancaster wishes to request assistance from Dallas County Health Department when a local health emergency has been declared; and

**WHEREAS**, the City Council of the City of Lancaster finds that it is in the best interest of the City to request those emergency resources.

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

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

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

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

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

**SECTION 5.** This Resolution shall take effect immediately from and after its passage, and it is duly resolved.

**DULY PASSED AND APPROVED** by the City Council of the City of Lancaster, Texas,  
on this the 11<sup>th</sup> day of February, 2013.

**APPROVED:**

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Marcus E. Knight, Mayor

**ATTEST:**

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Dolle K. Downe, City Secretary

**APPROVED AS TO FORM:**

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Robert E. Hager, City Attorney

**MEMORANDUM OF UNDERSTANDING**  
**FOR BIOTERRORISM OR HEALTH EMERGENCY ASSISTANCE**

**BETWEEN**

**DALLAS COUNTY, TEXAS**

**AND**

**THE CITIES (TOWNS) OF ADDISON, BALCH SPRINGS, CARROLLTON, CEDAR HILL, COCKRELL-HILL, COPPELL, DALLAS, DESOTO, DUNCANVILLE, FARMERS BRANCH, GARLAND, GLENN HEIGHTS, GRAND PRAIRIE, HIGHLAND PARK, HUTCHINS, IRVING, LANCASTER, MESQUITE, RICHARDSON, ROWLETT, SACHSE, SEAGOVILLE, SUNNYVALE, UNIVERSITY PARK, and WILMER**

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

County of Dallas, Texas (hereinafter referred to as “**COUNTY**”), located at the Administration Building – 2<sup>nd</sup> Floor, 411 Elm Street, Dallas, TX 75202, is a corporate and political body recognized as a legal subdivision of the State of Texas pursuant to Article XI, Section 1 of the Texas Constitution; and

Town of Addison, Texas (hereinafter referred to individually as “**ADDISON**”), located at Town Hall, 5300 Beltline Rd., Dallas, TX 75254, is a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

City of Balch Springs, Texas (hereinafter referred to individually as “**BALCH SPRINGS**”), located at City Hall, 3117 Hickory Tree Road, Balch Springs, TX 75180, is a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

City of Carrollton, Texas (hereinafter referred to individually as “**CARROLLTON**”), located at City Hall, 1945 East Jackson Road, Carrollton, TX 75006, is a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

City of Cedar Hill, Texas (hereinafter referred to individually as “**CEDAR HILL**”), located at City Hall, 285 Uptown Blvd., Cedar Hill, TX 75104, is a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

City of Cockrell Hill, Texas (hereinafter referred to individually as “**COCKRELL HILL**”), located at City Hall, 4125 West Clarendon, Cockrell Hill, TX 75211, is a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

City of Coppel, Texas (hereinafter referred to individually as “**COPPELL**”), located at 255 Parkway Blvd, Coppell, TX 75019, is a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

Dallas County’s Bioterrorism MOU With Cities Located In Dallas County – Page 1



City of Dallas, Texas (hereinafter referred to individually as **“DALLAS”**), located at City Hall, 1500 Marilla Street, Dallas, TX 75201, is a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

City of DeSoto, Texas (hereinafter referred to individually as **“DESOTO”**), located at City Hall, 211 East Pleasant Run Road, DeSoto, TX 75115, is a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

City of Duncanville, Texas (hereinafter referred to individually as **“DUNCANVILLE”**), located at City Hall, 203 East Wheatland Road, Duncanville, TX 75138, is a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

City of Farmers Branch, Texas (hereinafter referred to individually as **“FARMERS BRANCH”**), located at City Hall, 13000 William Dodson Parkway, Farmers Branch, TX 75234, is a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

City of Garland, Texas (hereinafter referred to individually as **“GARLAND”**), located at City Hall, 200 North 5<sup>th</sup> Street, Garland, TX 75040, is a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

City of Glenn Heights, Texas (hereinafter referred to individually as **“GLENN HEIGHTS ”**), located at City Hall, 1938 South Hampton Road, Glenn Heights, TX 75154, is a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

City of Grand Prairie, Texas (hereinafter referred to individually as **“GRAND PRAIRIE”**), located at City Hall, 317 College, Grand Prairie, TX 75050, is a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

Town of Highland Park, Texas (hereinafter referred to individually as **“HIGHLAND PARK”**), located at Town Hall, 4700 Drexel Drive, Highland Park, TX 75205, is a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

City of Hutchins, Texas (hereinafter referred to individually as **“HUTCHINS”**), located at City Hall, 321 N. Main, Hutchins, TX 75141, is a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

City of Irving, Texas (hereinafter referred to individually as **“IRVING”**), located at City Hall, 825 West Irving Boulevard, Irving, TX 75060, is a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

City of Lancaster, Texas (hereinafter referred to individually as **“LANCASTER”**), located at City Hall, 211 N. Henry St., Lancaster, TX 75146, is a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

City of Mesquite, Texas (hereinafter referred to individually as **“MESQUITE”**), located at City Hall, 1515 N. Galloway Avenue, Mesquite, TX 75149, is a home rule municipality

Dallas County’s Bioterrorism MOU With Cities Located In Dallas County – Page 2

pursuant to Section 5, Article 11 of the Texas Constitution; and

City of Richardson, Texas (hereinafter referred to individually as “**RICHARDSON**”), located at City Hall, 411 West Arapaho Road, Richardson, TX 75080, is a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

City of Rowlett, Texas (hereinafter referred to individually as “**ROWLETT**”), located at City Hall, 4000 Main Street, Rowlett, TX 75088, is a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

City of Sachse, Texas (hereinafter referred to individually as “**SACHSE**”), located at City Hall, 5109 Peach Tree, Sachse, TX 75048, is a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

City of Seagoville, Texas (hereinafter referred to individually as “**SEAGOVILLE**”), located at City Hall, 702 N. Highway 175, Seagoville, TX 75159, is a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

Town of Sunnyvale, Texas (hereinafter referred to individually as “**SUNNYVALE**”), located at City Hall, 127 Collins Road, Sunnyvale, TX 75182, is a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

City of University Park, Texas (hereinafter referred to individually as “**UNIVERSITY PARK**”), located at City Hall, 3800 University Boulevard, University Park, TX 75205, is a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

City of Wilmer, Texas (hereinafter referred to individually as “**WILMER**”), located at City Hall, 128 North Dallas Avenue, Wilmer, TX 75172, is a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The aforementioned cities shall be referred to collectively in this Agreement as the **CITIES**.

## **I. PURPOSE**

**WHEREAS**, the **COUNTY**, and the **CITIES** agree that the outbreak of disease from natural or man-made sources, or as the result of an act or acts of bioterrorism can pose facility and manpower problems beyond the capacity of most individual cities; and

**WHEREAS**, in order to protect the health and safety of the public throughout Dallas County, subject to the limitations of Article III of this Agreement, the **CITIES** desire to designate **COUNTY**’s Health Authority as the Local Health Authority of each **CITY** in the event of a local health emergency or act of bioterrorism; and

**WHEREAS**, a formal agreement between local governmental entities would allow for better coordination of this effort, provided that adequate facility space and manpower is available, and help ensure that this effort is accomplished as quickly as possible if the need arises; and

**WHEREAS**, the governing officials of the entities who have executed this Agreement of identical counterparts, collectively desire to secure for each such entity the benefits of mutual aid and protection of life and health in the event of a such an outbreak of disease; it is agreed as follows:

## **II. DEFINITIONS**

- A. Political Subdivision: Any corporate and political entity organized under state law, as defined in Chapter 791, Texas Government Code (“Chapter 791”)
- B. Local Health Authority: (“LHA”), means the physician employed by the Dallas County Health and Human Services Department who has been appointed as Health Authority for Dallas County pursuant to Chapter 121 of the Texas Health & Safety Code (“Chapter 121”).
- C. Local Health Authority’s Jurisdiction: Includes the unincorporated area of Dallas County and the territory within the boundaries of each political subdivision within Dallas County that executes the Certificate of Appointment made part of this Agreement.
- D. Control Measures: Pursuant to Chapter 81 of the Texas Health & Safety Code, known as the Texas Communicable Disease Prevention and Control Act (“Chapter 81”), a communicable disease control measure may be imposed by the Local Health Authority in the Local Health Authority’s jurisdiction.
  - 1. Pursuant to Chapter 81, control measures may be imposed on an individual, animal, place or object as appropriate.
  - 2. Pursuant to Chapter 81, control measures may include: immunization, detention, restriction, disinfection, decontamination, isolation, quarantine, disinfestation, chemoprophylaxis, preventive therapy, prevention and education.
- E. Local Health Emergency: the outbreak of disease from natural or man-made sources, and/or Pursuant to Chapter 508 of the Texas Health & Safety Code (“Chapter 508”), any circumstance in which an environmental or toxic agent is introduced into the environment, including an act of terrorism, requiring the application of control measures under the provisions of Chapter 81.
- F. Environmental or Toxic Agent: Pursuant to Chapter 508, any bacterium or other disease-producing organism, toxic substance, radioactive substance, or other hazardous substance capable of causing widespread human illness, death, or substantial negative economic impact.
- G. Area Quarantine: Pursuant to Chapter 508, an area quarantine imposed by the LHA in response to the introduction of an environmental or toxic agent, will expire the earlier of:
  - i) the 24<sup>th</sup> hour after the time the area quarantine is imposed; or ii) the time that appropriate action to terminate the quarantine or impose superseding requirements is taken under Chapter 418 of the Texas Government Code, or is taken by the Texas

Commissioner of Health.

### **III. DESIGNATION OF HEALTH AUTHORITY**

- A. The CITIES agree to designate the COUNTY's Health Authority to serve as their Local Health Authority ("LHA") for purposes of a local health emergency or incident of bioterrorism pursuant to Section 121.028 of the Health & Safety Code and Chapter 791. The terms and conditions under which the LHA's powers are invoked are more fully described in Section IV herein. A copy of the Certificate of Appointment for each CITY is attached hereto as Exhibit "A".
- B. The City of Garland will not designate the COUNTY's Health Authority to serve as their Local Health Authority under Section III (A). However, in all other respects, the City of Garland agrees to and will act in accordance with this Agreement during conditions under which the powers of the LHA that have been designated by this Agreement are invoked. Further, the City of Garland agrees that its Health Authority will cooperate with and maintain communication with the LHA designated by this Agreement during conditions under which the powers of the LHA are invoked. A copy of the signature page for the City of Garland is attached hereto as Exhibit "B".
- C. The City of Irving will not designate the COUNTY's Health Authority to serve as their Local Health Authority under Section III (A). However, in all other respects, the City of Irving agrees to and will act in accordance with this Agreement during conditions under which the powers of the LHA that have been designated by this Agreement are invoked. Further, the City of Irving agrees that its Health Authority will cooperate with and maintain communication with the LHA designated by this Agreement during conditions under which the powers of the LHA are invoked. A copy of the signature page for the City of Irving is attached hereto as Exhibit "C".
- D. The City of Richardson will not designate the COUNTY's Health Authority to serve as their Local Health Authority under Section III (A). However, in all other respects, the City of Richardson agrees to and will act in accordance with this Agreement during conditions under which the powers of the LHA that have been designated by this Agreement are invoked. Further, the City of Richardson agrees that its Health Authority will cooperate with and maintain communication with the LHA designated by this Agreement during conditions under which the powers of the LHA are invoked. A copy of the signature page for the City of Richardson is attached hereto as Exhibit "D".

### **IV. DUTIES**

- A. Upon request of the LHA, each entity which is a party hereto shall furnish mutual aid in coping with a local health emergency and the forces necessary to provide such mutual aid to requesting entity or entities, during a state of local health emergency as declared by the LHA, subject to the conditions hereinafter stated.
  - B. The provisions of this Agreement are activated whenever the LHA declares a local health emergency. The governing body of the COUNTY and each CITY, by signing this
- Dallas County's Bioterrorism MOU With Cities Located In Dallas County – Page 5

Agreement, authorizes the provision of assistance upon a declaration of a local health emergency.

- C. Any furnishing of facilities and forces pursuant to this Agreement are subject to the following conditions:
1. Any request for aid hereunder shall specify the location(s) and include a stated number of personnel requested at said locations(s) and shall state the time period for which such facilities and personnel are requested. The CITY furnishing aid hereunder shall in its sole discretion, determine what equipment and personnel are available to furnish the requested aid.
  2. The responding CITY shall designate one individual at each facility to serve as a single point of contact to the LHA and/or the LHA's agent designated to operate that facility.
  3. A responding CITY shall be released by the LHA when the services of the responding CITY are no longer required or when the individual in charge of the responding CITY's forces determines, in his or her sole discretion, that further assistance should not be provided.
- D. Each entity which is a party hereto shall prepare and keep current an emergency management plan for its jurisdiction providing for disaster preparedness, response, recovery, and rehabilitation. The plan shall provide for curfews, blockades, and crowd control in an area affected by a "disaster" as defined by Chapter 418 of the Texas Government Code (the Texas Disaster Act). The plan shall provide rules governing entrance to and exit from the affected area and other security measures deemed necessary.
- E. The LHA, will act as the coordinating agency for mutual aid responses under this Agreement. However, in the event of a wide spread local health emergency affecting more than one entity which is a party hereto, the City of Dallas agrees to assist the LHA by allowing its Emergency Operations Center ("EOC") to be used as the central command and contact center. The EOC agrees to provide all necessary communications requested by the LHA. Such communications shall include the call-up and assignment of personnel and equipment to the areas affected by the emergency. The EOC agrees that it shall maintain a current listing of all parties to this Agreement. Such listing shall include personnel to be contacted in each member CITY, appropriate telephone and facsimile numbers, and other information which would be needed in order to contact each member in the case of a response.

## **V. WAIVER**

Each party to this Agreement waives all claims against the other entities which are parties hereto and further waives compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except those caused in whole or in part by the negligence of an officer or employee of another entity. Provided, however, that this waiver shall not apply in those cases in which the claim is specifically covered by the civil liability provisions of Section 791.006 of the Texas Government Code and any subsequent amendments.

## **VI. REIMBURSEMENT OF EXPENSES**

- A. Personnel who are assigned, designated or ordered by the governing body of a participating CITY or by the COUNTY to perform duties pursuant to this Agreement shall receive the same wages, salary, pension, and other compensation and rights for the performance of such duties, including injury or death benefits and workers' compensation benefits, as though the service had been rendered within the limits of the entity where he or she is regularly employed. All wage and disability payments (except for any payments arising from Section 791.006 of the Government Code), pension payments, damage to equipment and clothing, medical expenses, and expenses of travel, food and lodging shall be paid by the entity in which the employee in question is regularly employed.
- B. Federal funds awarded within Dallas County related to a health emergency covered by this Agreement will be distributed as directed and/or required by the Federal Emergency Management Agency or other appropriate Federal agency and/or the State of Texas.

## **VII. EQUIPMENT**

All equipment used by a responding CITY in carrying out this Agreement will be, during the time response services are being performed, owned, leased, or rented by it; and all personnel acting for the responding CITY under this Agreement will, during the time response services are required, be paid by the responding CITY. At all times while equipment and personnel of any responding CITY are traveling to, from, or within the geographical limits of another member CITY or within the unincorporated area of Dallas County in accordance with the terms of this Agreement, such personnel and equipment shall be deemed to be employed or used, as the case may be, in the full line and cause of duty of the responding CITY. Further, such personnel shall be deemed to be engaged in a governmental function of their CITY.

## **VIII. SOVEREIGN IMMUNITY**

The parties to this Agreement agree that each shall be responsible for their own negligent acts or omissions or other tortuous conduct in the course of the performance of this Agreement, without waiving any sovereign or governmental immunity available to any party under Texas law and without waiving any available defenses under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

## **IX. LIABILITY**

In the event that an individual performing duties subject to this Agreement shall be cited as a defendant party to any state or federal civil lawsuits arising out of his or her official acts while performing duties pursuant to the terms of this Agreement, such individual shall be entitled to the same benefits that he or she would be entitled to receive had such civil action arisen out of an official act within the scope of his or her duties for the entity where regularly employed or volunteering and occurred within the jurisdiction of this entity where regularly employed or volunteering. The benefits described in this paragraph shall be supplied by the entity where the Dallas County's Bioterrorism MOU With Cities Located In Dallas County – Page 7

individual is regularly employed or volunteering. However, in situations where another political subdivision which is party to this Agreement may be liable, in whole or in part for the payment of damages, then that other political subdivision may intervene in such cause of action to protect its interests.

#### **X. LIMITATION ON LIABILITY OF PRIVATE PERSONS**

Pursuant to Section 81.007 of the Texas Health & Safety Code and any subsequent amendments, a private individual performing duties in compliance with orders or instructions of the LHA issued pursuant to a quarantine, is not liable for the death of or injury to a person or for damage to property except in a case of willful misconduct or gross negligence.

#### **XI. CRIMINAL PENALTY**

Pursuant to Chapter 81 and Chapter 508 of the Texas Health & Safety Code, a person commits an offense if the person knowingly fails or refuses to obey an order or instruction of the Texas Commissioner of Health or the LHA issued and published during an area quarantine. Such offense is a felony of the third degree.

#### **XII. ENTIRE AGREEMENT**

This Agreement contains all commitments and agreements of the parties hereto as to mutual aid to be rendered during or in connection with the declaration of a local health emergency. No other oral or written commitments of the parties shall have any force or effect if not contained herein. Notwithstanding the preceding sentence, it is understood and agreed that certain signatory entities may have heretofore contracted or may hereafter contract with each other for mutual aid in disaster situations, and it is hereby agreed that this Agreement shall not invalidate any such individual contract.

#### **XIII. STATUTORY AUTHORITY**

The parties agree that this Agreement is entered into by and between the entities pursuant to the authority of Chapter 81, Chapter 121, and Chapter 508 of the Health & Safety Code, applicable provisions of Chapter 418 of the Government Code and Chapter 791 of the Government Code. The entities which are parties hereto agree that this Agreement is for the performance of governmental functions and services as described in Chapter 791.

#### **XIV. SEVERABILITY**

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

#### **XV. APPROVAL**

This Agreement has been officially authorized by the governing body of each party hereto.  
Dallas County's Bioterrorism MOU With Cities Located In Dallas County – Page 8

Pursuant to Chapter 791 of the Government Code, each entity which performs services or furnishes equipment pursuant to the terms of this Agreement shall do so with funds available from current revenues of the entity.

#### **XVI. TERM**

The term of this Agreement shall commence on the date of the last signature approving this Agreement and shall remain in full force and effect for a 2 year term, pursuant to Section 121.023 of the Health & Safety Code and will automatically renew for successive 2 year terms, unless a party cancels its participation in the Agreement by giving 60 days written notice to the other parties prior to the end of a current term. Notwithstanding the provisions hereof, any local government which is a party hereto may provide emergency assistance to another local government as provided in Section 791.027 of the Government Code.

#### **XVII. CANCELLATION NOTICE**

It is agreed by and between the parties hereto that any party hereto shall have the right to terminate its participation in this Agreement upon ninety (90) days written notice to the other parties.

#### **XVIII. NOTICE**

Any notice or certification provided for in this Agreement to be given by either party to the other shall be required to be in writing and shall be deemed given when personally delivered or within three (3) business days after being deposited in the United States Mail, postage prepaid, certified, return receipt requested or registered addressed as follows:

To County: County Judge, Margaret Keliher  
Administration Building – 2<sup>nd</sup> Floor  
411 Elm Street  
Dallas, TX 75202

To Cities: Town of Addison  
Mayor Joe Chow  
5300 Beltline Road  
Dallas, TX 75254

City of Balch Springs  
Mayor Wayne Middleton  
3117 Hickory Tree Road  
Balch Springs, TX 75180

City of Carrollton,  
Mayor Becky Miller  
1945 East Jackson Road  
Carrollton, TX 75006



City of Cedar Hill  
Mayor Robert Franke  
285 Uptown Blvd.  
Cedar Hill, TX 75104

City of Cockrell Hill  
Mayor Luis D. Carrera  
4125 West Clarendon  
Cockrell Hill, TX 75211

City of Coppell  
Mayor Doug Stover  
255 Parkway Blvd.  
Coppell, TX 75019

City of Dallas  
Mayor Laura Miller  
1500 Marilla Street  
Dallas, TX 75201

City of DeSoto  
Mayor Michael Hurtt  
211 East Pleasant Run Road  
DeSoto, TX 75115  
City of Duncanville  
Mayor David Green  
203 East Wheatland Road  
Duncanville, TX 75138

City of Farmers Branch  
Mayor Bob Phelps  
13000 William Dodson Parkway  
Farmers Branch, TX 75234

City of Garland  
Mayor Bob Day  
200 North 5<sup>th</sup> Street  
Garland, TX 75040

City of Glenn Heights  
Mayor Leon Tate  
1938 South Hampton Road  
Glenn Heights, TX 75154

City of Grand Prairie  
Mayor Charles England  
317 College

Grand Prairie, TX 75050

Town of Highland Park  
Mayor William D. White, Jr.  
4700 Drexel Drive  
Highland Park, TX 75205

City of Hutchins  
Mayor Artis Johnson  
321 N. Main  
Hutchins, TX 75141

City of Irving  
Mayor Herbert A. Gears  
825 West Irving Boulevard  
Irving, TX 75060

City of Lancaster  
Mayor Marcus E. Knight  
211 N. Henry Street  
Lancaster, TX 75146

City of Mesquite  
Mayor Mike Anderson  
1515 N. Galloway Avenue  
Mesquite, TX 75149

City of Richardson  
Mayor Gary Slagel  
411 West Arapaho Road  
Richardson, TX 75080

City of Rowlett  
Mayor Shane Johnson  
4000 Main Street  
Rowlett, TX 75088

City of Sachse  
Mayor Mike Felix  
5109 Peach Tree  
Sachse, TX 75048

City of Seagoville  
Mayor George Williams  
702 N. Highway 175  
Seagoville, TX 75159

Town of Sunnyvale  
Mayor Jim Phaup  
127 Collins Road  
Sunnyvale, TX 75182

City of University Park  
Mayor James H. Holmes III  
3800 University Boulevard  
University Park, TX 75205

City of Wilmer  
Mayor Don Hudson  
128 N. Dallas Avenue  
Wilmer, TX 75172

**EXECUTED** by the parties hereto, each respective entity acting by and through its duly authorized official as required by law, on the date specified on the multiple counterpart executed by such entity.

The County of Dallas, State of Texas, has executed this Agreement pursuant to Commissioners Court Order Number \_\_\_\_\_ and passed on the \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

COUNTY OF DALLAS:

APPROVED AS TO FORM:

\_\_\_\_\_  
BY: Jim Foster  
County Judge

\_\_\_\_\_  
BY: Bob Schell  
Assistant District Attorney  
Chief, Civil Section

RECOMMENDED:

\_\_\_\_\_  
BY: Zachary Thompson  
Director  
Health & Human Services Department  
Dallas County

## **EXHIBIT “A”**

**SIGNATURE PAGE**

The City of \_\_\_\_\_, State of Texas, has executed this Agreement pursuant to City Council

Order Number \_\_\_\_\_ and passed on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

CITY OF LANCASTER:

\_\_\_\_\_  
BY: Opal Mauldin Robertson, City Manager

# LANCASTER CITY COUNCIL

## Agenda Communication

February 11, 2013

Item 3

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Consider a resolution approving the terms and conditions of the City owned T-Hangar non-commercial lease from building 690 at the Lancaster Regional Airport.

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**This request supports the City Council 2012-2013 Policy Agenda.**

**Goal: Sound Infrastructure**

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### **Background**

The City owns and leases five rows of T-hangars (buildings 660-700) of three different sizes based off aircraft wingspan. There are 92 units that the City rents for aircraft storage with end cap commercial spaces on the east end of each hangar row. The City T-hangars are near full occupancy most of the time. This agenda item brings forward a non-commercial lease agreement for Community T-hanger 690-108 (956 square feet) for a tenant, Mr. Sterling May.

### **Considerations**

- **Operational** - The City T-hangar non-commercial lease is used for private aircraft owners.
- **Legal** - The lease agreement was reviewed and approved by the City Attorney.
- **Financial** - Lease rates vary based on size of the hangar. All rates were approved in the City's Master Fee Schedule. The monthly rate for this small size Community T-hanger is \$170.00 per month.
- **Public Information** - There are no public information requirements.

### **Options/Alternatives**

1. Council may approve the resolution as presented.
2. Council may reject the resolution.

### **Recommendation**

Staff recommends approval of the resolution.

**Attachments**

- Resolution
  - Exhibit “A” Lease Agreement
- 

**Submitted by:**  
Mark Divita, Airport Manager

**RESOLUTION NO. 2013-0X-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE CITY OWNED T-HANGAR NON-COMMERCIAL LEASE FROM BUILDING 690 AT LANCASTER REGIONAL AIRPORT; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID LEASES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Lancaster Regional Airport has aircraft T-hangers available for monthly rental for revenue gain; and

**WHEREAS**, the City Council of Lancaster, Texas, desires to authorize the hangar lease pursuant to the lease listed in Exhibit "A";

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

**SECTION 1.** That the City T-hangar lease agreement attached hereto and incorporated herein by reference as Exhibit "A" having been reviewed by the City Council of the City of Lancaster, Texas and found to be acceptable and in the best interest of the City and its citizens, be, and the same is hereby, in all things approved.

**SECTION 2.** That the City Manager is hereby authorized to execute said lease agreement.

**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 11<sup>th</sup> day of February 2013.

**ATTEST:**

**APPROVED:**

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

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

**APPROVED AS TO FORM:**

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





# LANCASTER Regional AIRPORT

## Agreement for Lease of T-Hangar for Storage of Aircraft

### Non-Commercial Tenants

This CONTRACT and AGREEMENT OF LEASE, made this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, between the City of Lancaster, Texas, a municipal corporation, ("LESSOR") and **Sterling May**, (LESSEE"), evidences the following:

I.

LESSOR leases to LESSEE, and LESSEE takes from LESSOR, the following described premises located at the Lancaster Regional Airport ("Airport"), in the City of Lancaster, Dallas County, Texas, for and in consideration of the uses and for the terms and the rental hereinafter set forth, and subject and in accordance with the standard terms and provisions below.

1. **Premises:** Hangar Row and Suite **690-108**, located at the Airport, and consisting of approximately 956 square feet ("Leased Premises").
2. **Uses:** The leased premises shall be used and occupied only for the storing of aircraft owned, leased, and/or legally operated by LESSEE and related equipment. The leased premises shall be used and occupied only for the personal, business, and/or private use of the LESSEE. LESSEE shall provide LESSOR with a copy of the FAA Certificate of Aircraft Registration for the aircraft to be stored under this agreement. If the registration is not in the name of LESSEE, a copy of a valid lease or other documentation showing a possessory interest in the aircraft shall be provided. LESSEE shall not store non-aviation items such as house hold goods in leased premises. LESSEE shall not use the leased premises for any on going business or commercial operations warehousing goods or services for sale to third parties.
3. **Term:** The term of this lease will be from month to month, beginning the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_. Either party may cancel and terminate this agreement by serving thirty (30) days written notice of its election to do so.
4. **Rent:** LESSEE shall pay LESSOR as rent **\$170.00** per month, due and payable in advance on the first day of each month.

- a. All rental payments shall be delivered to LESSOR at the following address:

City of Lancaster  
Finance Department  
P.O. Box 940  
211 N. Henry Street  
Lancaster, TX 75146

b. All payments not received by the 10<sup>th</sup> of each month shall constitute a default and breach of this Lease Agreement as set forth in paragraph 11 herein. All payments not received by the 10<sup>th</sup> of each month shall be considered "past due" for purposes of incurring late charges as calculated in subsection (c) herein, and additional late charges will begin to accrue on the 11<sup>th</sup> day of each month.

c. In the event the payment is received after the 10<sup>th</sup> day of the month, there shall be added a late charge of ten percent (10%) of the amount due.

d. LESSEE'S agreement to make rental payments shall be a covenant independent of all other covenants herein.

e. LESSOR retains the right to review the monthly rental rates and to make adjustments to said rental rates to reflect the then current market rental rates charged for similar facilities.

5. **Utilities:** Utilities are included in LESSEE's rental payment.

## II.

### STANDARD TERMS AND PROVISIONS

1. **Prohibited Uses:** LESSEE shall not use or permit the use of the premises or any part thereof for any purpose or purposes other than those set forth herein. LESSEE shall not commit or cause to be committed any waste in or upon the premises or maintain any public or private nuisance or any other action which may interfere with or disturb the quiet enjoyment of any other tenant of the building or buildings, or permit the use of the premises for any improper or unlawful purposes. Hazardous activities such as, but not limited to: smoking, painting, doping or the other application of hazardous substances are expressly prohibited. Nothing contained in this Section 1 shall, however, prohibit or limit LESSEE's right to use any apparatus, machinery, equipment or devices necessary or useful to LESSEE in the conduct of its activities on or about the premises.

2. **Disabled Aircraft:** LESSEE shall store only the following aircraft on the lease premises under any of the following conditions:

- a. Aircraft in a current airworthy condition according to Federal Aviation Regulations with a current FAA airworthiness certificate and U.S. or foreign registration,
- b. Aircraft with a current FAA airworthiness certificate and registration in a continuing process of overhaul and/or repair showing monthly progress,
- c. Final assembly of amateur built aircraft in preparation to obtain airworthiness certification.

Restoration or construction of an aircraft shall be completed (and an airworthiness certificate issued for amateur built aircraft) within 5 yrs from the beginning of this lease.

Monthly progress is defined as a major component, subcomponent, major system or subsystem is completed or installed on the aircraft every 30 days with appropriate log entries

made.

Upon request from the Airport Manager, LESSEE shall provide monthly evidence of progress. Evidence includes but is not limited to: visual inspection of aircraft, photographs and log entries.

Should LESSEE sell the aircraft, LESSEE shall have ninety (90) days to acquire an aircraft to house upon the leased premises or LESSEE shall relinquish said premises to LESSOR.

Any exception to forgoing requirements must be approved by LESSOR'S Airport Manager.

3. **Compliance with Applicable Laws:** LESSEE shall comply with all applicable laws, ordinances, rules, regulations, and orders of any Federal, State, and City law governing the conduct of LESSEE'S activities on or about the premises.

4. **Alterations.** LESSEE shall make no structural or electrical changes or alterations, or construct any permanent additions or improvements, or do any work in connection therewith, on or about the premises without the prior written consent of the LESSOR'S Airport Manager, whose decision shall be final, and which consent shall not be unreasonably withheld. Any permanent improvements or additions to the leased premises shall be deemed to be fixtures and title to said improvements or additions shall vest in the LESSOR immediately upon completion of construction or attachment.

5. **Entry and Inspection:** LESSOR shall have the right to enter upon and inspect the premises from time to time during the term hereof, to make any repairs deemed necessary by the LESSOR for the safety, improvement, or preservation of the leased premises, without abatement of rent; provided however, that LESSOR shall not, during the course of any such inspection or repairs, unreasonably interfere with the LESSEE'S use and enjoyment of the premises. In lieu of an airport lock/key, LESSEE shall provide a copy of a key or lock combination to airport office.

6. **Services Furnished by LESSOR:** LESSOR shall furnish adequate utility power service for night time lighting. LESSOR assumes no liability to LESSEE for failures or interruptions of any and all services or utilities furnished to LESSEE when due to causes beyond the control of LESSOR, including but not limited to floods, fire, and power failures.

7. **Care of Premises by LESSEE:** LESSEE shall keep the leased premises in a safe, neat, clean, and presentable condition at all times and shall promptly repair any damage caused by LESSEE, its officers, agents, employees, or invitees.

8. **Indemnity and Hold Harmless:** LESSEE agrees to indemnify, defend, and hold LESSOR, its officers, agents, employees, or invitees harmless from and against all claims, demands, causes of actions, suits or judgments (including costs and expenses incurred in connection therewith) for injuries to persons or for loss or damage to property arising out of or in connection with the negligent or intentional

act or omission of LESSEE, its officers, agents, employees, or invitees related to or association with the use and occupancy of the Leased Premises and airport facilities including, but not limited to, claims or damage related to or associated with the storage or maintenance of LESSEE's aircraft upon Airport, or from injury or damage caused to any person's property by reason of the operations of said aircraft. LESSEE further covenants and agrees that LESSEE shall not hold LESSOR or any of its officers, agents, or employees responsible for any loss to LESSEE'S aircraft, automobile, personal property, parts, or supplies that may be located or stored in, on, or about the Leased Premises, where such loss is caused by Natural Disaster fire, rain, windstorm, hail.

9. **Disclaimer:** LESSEE agrees to accept all facilities and the leased premises in the condition in which they are found. LESSOR disclaims and LESSEE accepts LESSOR'S disclaimer of any warranty, express or implied, of the conditions or fitness for the use of the leased premises.

10. **Default:** The following events shall be deemed to be events of default by LESSEE under this Lease Agreement:

- a. LESSEE shall fail to pay any installment of rent, and such failure shall continue for a period of ten (10) days following the due date of said installment.
- b. LESSEE shall fail to comply with any term, provision or covenant of this Lease Agreement, other than the payment of rent, and shall not cure such failure within twenty (20) days after written notice thereof to LESSEE.
- c. LESSEE shall fail to provide lock combination or key to lock on assigned hangar to airport administration.
- d. LESSEE shall fail to provide accurate and correct contact information as set forth in paragraph 18 – "Notices".

Upon the occurrence of any event of default specified above, LESSOR shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

- a. Terminate this Lease Agreement in which event LESSEE shall immediately surrender the premises to LESSOR; and if LESSEE fails to do so, LESSOR may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession and expel or remove LESSEE, any other person who may be occupying said premises or any part thereof, and contents therein, including LESSEE'S aircraft, by force if necessary, without being liable for prosecution or any claim of damages therefor; and LESSEE agrees to pay to LESSOR on demand the amount of all loss and damage which LESSOR may suffer by reason of such termination, whether through inability to re-let the premises on satisfactory terms or otherwise.
- b. Enter upon and take possession of the premises and expel or remove LESSEE and any other person who may be occupying the premises or any part thereof, by force if necessary, without being liable for prosecution or any claim of damages therefor; and if LESSOR so elects, re-let the premises on such terms as LESSOR shall deem advisable and receive the rent thereof; and LESSEE agrees to pay to LESSOR on demand

any deficiency that may arise by reason of such re-letting.

c. Enter upon the premises, by force if necessary, without being liable for prosecution or any claim of damages therefor and do whatever LESSEE is obligated to do under the terms of this Lease Agreement; and LESSEE agrees to reimburse LESSOR on demand for any expenses which LESSOR may incur in thus effecting compliance with LESSEE's obligations under this Lease Agreement; and LESSEE further agrees that LESSOR shall not be liable for any damages resulting to LESSEE from such action.

No reentry or taking possession of the premises by LESSOR shall be construed as an election on its part to terminate this Lease Agreement, unless a written notice of such intention be given to LESSEE. Notwithstanding any such re-letting or reentry or taking possession, LESSOR may at any time thereafter elect to terminate this Lease Agreement for a previous default. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall the pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to LESSOR hereunder or of any damages accruing to LESSOR by reason of the violation of any of the terms, provisions and covenants herein contained. LESSOR's acceptance of rent following an event of default hereunder shall not be construed as LESSOR's waiver of such event of default. No waiver by LESSOR of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or constitute a waiver of any other violation or breach of any of the terms, provisions and covenants herein contained. Forbearance by LESSOR to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. The loss or damage that LESSOR may suffer by reason of termination of this Lease Agreement or the deficiency from any re-letting as provided for above shall include the expense of repossession and any repairs or remodeling undertaken following possession. Should LESSOR at any time terminate this Lease Agreement for any default, in addition to any other remedy LESSOR may have, LESSOR may recover from LESSEE all damages LESSOR may incur by reason of such default, including cost of recovering the premises and reasonable attorney's fees expended by reason of default.

11. **Assignment, Encumbrances, and Subletting:** LESSEE shall not assign, pledge, or otherwise encumber this lease or the premises covered thereby. LESSEE shall not sublet the premises or any part thereof, or furnish to any other person any ground space, office space, aircraft storage space, or other right or privilege in or on any Airport property without the prior written consent of the LESSOR's Airport Manager. Said consent shall not be unreasonably withheld. The rental rate paid by the SUBLESSEE shall not be greater than that paid by LESSEE to LESSOR.

It is understood that consent of the LESSOR to any subletting in one instance shall not constitute consent of the LESSOR to any other subletting. Any assignment, sublease, or other such agreements consented to shall be in writing and shall be approved as to form by LESSOR'S City Attorney.

12. **Surrender of Premises:** Upon termination of this lease by either party, or by reason of default or otherwise, LESSEE shall remove itself, aircraft, and all other personal property, debris and equipment stored by LESSEE in and upon the premises. LESSEE shall, at its own expense, repair any damage cause by LESSEE'S use. LESSEE shall, upon termination of this lease, surrender the premises to LESSOR in the same condition as received, ordinary

wear and tear excepted. LESSOR will charge a reasonable fee for cleaning and/or disposal of any items left behind upon the premises.

13. **Rules and Regulations:** LESSEE shall faithfully observe and comply with all rules and regulations of LESSOR, including any rules and regulations promulgated by LESSOR'S Airport Manager, not inconsistent with the provisions of this lease. Such rules and regulations shall be communicated by LESSOR'S Airport Manager, in writing, to LESSEE and necessary for the reputation, safety, care, or appearance of the building, or preservation of good order, the operation or maintenance of equipment, or the comfort or safety of other Airport tenants.

14. **Successors and Assigns:** The terms, covenants, agreements, and conditions contained herein shall be binding upon LESSEE'S heirs, successors, executors, administrators, and assignees. This provision shall not in any way affect the requirements set forth in section II, paragraph 9.

15. **Signs:** LESSEE shall not erect, install, or place any signs on or about the leased premises without the prior written consent and approval of the LESSOR'S Airport Manager.

16. **Ingress and Egress:** LESSEE, its invitees, visitors, and suppliers of materials and services shall have full and free rights of ingress and egress to and from the premises and to and from other Airport buildings subject to rules and regulations of LESSOR and LESSOR'S Airport Manager.

17. **Chemicals and other Toxic Substances:** No chemicals or other toxic substances shall be stored unless in compliance with adopted Lancaster Regional Airport rules and regulations, as amended, which are incorporated herein as is set forth in full and on file with the City Manager or his/her designee.

18. **Notices:** All legal notices given or required in connection with this lease shall be in writing and shall be sent via Mail or E-Mail to the following persons(s):

LESSOR: City of Lancaster  
ATTN: City Manager  
P.O. Box 940  
211 N. Henry Street  
Lancaster, TX 75146

LESSEE: Sterling May  
  
3916 Potomac Ave  
  
Dallas, TX 75005  
  
219-522-7735  
  
A56tc@yahoo.com

19. **Insurance:** LESSEE shall, at its own option, carry its own insurance on its aircraft and other equipment which LESSEE stores in or on the leased premises.

20. **Waiver of Attorney Fees:** LESSOR and LESSEE covenant and agree that in the event of any litigation arising between the parties to this lease, LESSEE shall be solely responsible for payment of its attorney's fees. In no event shall LESSOR be responsible for LESSEE'S attorney's fees regardless of the outcome of the litigation.

21. **Entire Agreement:** This agreement constitutes the entire understanding between the parties, and, as of its effective date, supersedes all prior or independent agreements covering the LESSEE'S occupation of the leased premises. Any change or modification hereof shall be in writing, signed by both parties. The parties to this agreement hereby agree and acknowledge that they are the principals to the agreement and have the power, right, and authority to enter into this agreement and are not acting on behalf, or as an agent, of any third party.

22. **Severability:** If any provision of this agreement shall be finally declared void or illegal by a court having competent jurisdiction, the entire agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties. Venue governed by Texas law except where exempted by Federal law and Rules and Regulations.

23. **Governing Law; Venue:** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any disputes arising from or related to the performance of this Agreement shall be in a state district court in Dallas County, Texas.

24. **Captions:** The Captions to the various clauses of this agreement are for informational purposes only and in no way alter the substance of the terms and conditions of this agreement.

25. **Landlord's Lien:** Pursuant to Section 54.021 of the Texas Property Code, LESSOR has a preference lien on the property of the LESSEE or any SUBLESSEE in the building for rent that is due and for rent that is to become due during the current 12 month period succeeding the date of the beginning of the rental agreement or an anniversary of that date.

**IN WITNESS HEREOF**, the parties executed this lease as of the day and year first above written.

CITY OF LANCASTER, LESSOR

LESSEE:

By: \_\_\_\_\_  
Opal Mauldin Robertson,  
City Manager

\_\_\_\_\_

ATTEST:

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



# LANCASTER CITY COUNCIL

## Agenda Communication

February 11, 2013

Item 4

- 
- A. Discuss and consider a resolution waiving the requirement for connection to the City of Lancaster water and wastewater system for the Ridge Logistics Center, subject to the approval of the final plat.**
  - B. Discuss and consider a resolution authorizing the Mayor to enter into a License Agreement by and between the City of Lancaster and Ridge Property Trust for the ongoing maintenance in the medians within Balmorra and Telephone Road (City of Lancaster rights-of-ways) and State Highway 342/Dallas Avenue (a Texas Department of Transportation right-of-way).**
- 

This request supports the City Council 2012-2013 Policy Agenda.

**Goal: Quality Development**

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### **Background**

This is a request for a waiver of the City of Lancaster's subdivision ordinance requirement for Ridge Property Trust to connect their development to the City of Lancaster water and wastewater system.

The City of Lancaster has approved a preliminary plat outlining two streets within the City of Lancaster's portion of the Ridge Logistics Center development. As a result of the preliminary plat approval, the applicant submitted civil plans for review in order to receive approval for construction on all infrastructure improvements. During that review process, the applicant informed staff that the first building (L'Oreal) would be constructed wholly within the City of Dallas' portion of the development and access from Dallas Avenue within Lancaster.

Although the development is within the two (Dallas and Lancaster) cities; subdivision regulations require the development to connect to the City of Lancaster's water and wastewater system. Additionally, the subdivision regulations require that all medians within and adjacent to the proposed development have median improvements including irrigation in accordance with the design outlined in the Streetscape Master Plan. As a commercial development, the applicant would be required to enter into a license agreement for perpetual maintenance of the medians.

- 1. Location and Size:** The property is addressed as 3600 N. Dallas Avenue, Lancaster, Texas. It is approximately 44.08 acres of land situated in the Smith Elkins Survey

Abstract No. 430, in the City of Lancaster, Dallas County, Texas, more generally described as being located on the northeast corner of North Dallas Avenue and Telephone Road.

2. **Current Zoning:** The property is currently zoned LI, Light Industrial and NS, Neighborhood Services.
3. **Adjacent Properties:**  
 North: CH, Commercial Highway, vacant  
 South: NS – Neighborhood Services, vacant  
 East: City limits, City of Dallas  
 West: PD – Planned Development (vacant); LI – Light Industrial (Access Storage); LI – Light Industrial – SUP (FedEx, Shamrock Bingo), CH – Commercial Highway, (Lancaster Residential Center, Cedar Valley Church of Christ)
4. **Comprehensive Plan Compatibility:** On June 25, 2007, the City Council approved a Comprehensive Plan Change and Rezoning Request on the subject property. The Comprehensive Plan identifies this site as suitable for Light Industrial Uses and Neighborhood Services. This proposal is compatible with the Comprehensive Plan.
5. **Public Notification:** There is no public notification requirement other than the requisite 72-hour notice as outlined in Texas Open Meetings.
6. **Case/Site History:**

Date	Body	Action
08/7/12	P&Z	Preliminary Plat Approved
5/24/10	CC	Boundary adjustment request denied; no action taken on companion items (boundary adjustment, annexation, zoning, development agreement)
4/12/10	N/A	Boundary Adjustment request - Applicant withdrew request until a later date
3/8/10	CC	Rezoning request tabled until the March 22, 2010
2/16/10	P&Z	Rezoning request (subject to approval of the boundary adjustment) recommended approval as presented
6/25/07	CC	Z07-17 – Approved with stipulations
6/05/07	P&Z	Z07-17 Comprehensive Plan and Zoning Change Recommended approval with Retail at the northeast corner
9/21/04	P&Z	Denied (Case #PS04-46)

### **Considerations**

The applicant requires access from Dallas Avenue. The master plan depicts a building partially in Lancaster in the future; however, at this time on the construction of streets and sidewalks are included in this request. Staff has reviewed the plans for compliance with the subdivision regulations, Water and Wastewater Master Plan, Streetscape Master Plan, Hike

and Bike Trail Master Plan, and Master Thoroughfare Plan; the latter of which are elements of the City of Lancaster's Comprehensive Plan.

In reviewing the applicant's request, Staff considered the following:

Article 14.601(f) of the Subdivision Ordinance requires all public improvements shall be designed and installed in accordance with the Comprehensive Plan. Design and installation shall meet the minimum requirements established by this Code and City Standards.

The applicant has submitted civil plans that are in substantial conformance with the subdivision regulations related to the roadway. The roadway is designed to be 60 feet wide, which also matches the City of Dallas standards since the majority of their development is within the City of Dallas. The approved preliminary plat, as approved by the Planning and Zoning Commission (P&Z) affirms that this roadway type is in substantial conformance.

Article 14.601 (g) of the Subdivision Ordinance outlines the type of improvements that are required. The streetscape master plan, the master thoroughfare plan, hike and bike trails master plan and the subdivision ordinance vary in specifications; however, applicant's submittal is in substantial compliance with this section; with the exception of the connection to the water and wastewater system. The initial building will be located within Dallas city limits and the applicant is proposing to connect to the City of Dallas for water and wastewater. The majority of the site is within the City of Dallas with only the first 500 feet of their development from Dallas Avenue to the east is within the City of Lancaster.

Article 14.1608 (f) of the Subdivision Ordinance requires street trees to be provided in accordance with Section 14.909 of the Lancaster Development Code. Both ordinances seek to provide landscaping and a cohesive introduction to the City along the major roadways of the city. The applicant is proposing to install trees along their property adjacent to State Highway 342 (Dallas Avenue), Telephone Road, Altamoor and Balmorra. The applicant has also shown two entry signs at the entrance of the industrial park along Balmorra. The applicant is proposing this as part of the waiver request.

Article 14.1609 of the Subdivision Ordinance addresses street and alley requirements, the applicant is proposing a 60 foot right-of-way with a median at the entrance on Balmorra, a five foot sidewalk on both sides, with street trees in the parkway. The applicant has designed Altamoor with no median and street trees on the south side of the roadway in the parkway. The applicant is following City of Dallas standards which are in substantial conformance with the City of Lancaster plans.

Addressed within this same article is the requirement that all medians shall be landscaped in accordance with the adopted Streetscape Master Plan and that it shall be irrigated with a buried system designed by a professional licensed by the State. The applicant is requesting to provide drip irrigation in all the landscaped areas.

Article 14.1610 of the Subdivision Ordinance addresses the requirement for conformance with the Hike and Bike Trail Master Plan, of which is an element of the City of Lancaster's Comprehensive Plan. The Hike and Bike Trail Master Plan calls for foot trails along the north

side of Telephone Road and in the general vicinity of Balmorrhea Drive. The applicant is showing sidewalks along Dallas Avenue and Telephone Road that are in substantial compliance with the intent of this Master Plan.

- **Operational** – This is a request by the applicant to waive the connection requirement of the water and wastewater to the City of Lancaster. If the waiver is granted by City Council staff will issue the notice to proceed and receive the requisite fees and performance bonds subject to staff approved construction plans.

**Legal** – If approved, the City Attorney will review and approve the resolutions as to form.

**Financial** – If the request for waiver is approved, the City of Lancaster would not have the infrastructure improvements, revenues, or maintenance and expense of the water and waste water system. Maintenance costs vary.

- **Public Information** – There are no public information requirements other than the standard 72 hour notice as provided in the Texas Open Meetings Act.

### **Options/Alternatives**

1. Approve the waiver request and license agreement.
2. Approve the waiver request and license agreement with stipulations and state those stipulations.
3. Deny the waiver request and license agreement.

### **Recommendation**

As the waiver requirement is a Council decision, there is no staff recommendation. If approved, staff does recommend approval of a license agreement for installation and maintenance of the median improvements along Dallas Avenue (SH 342) and Balmorrhea.

### **Attachments**

- Resolution (waiver)
- Resolution (license agreement)
- License agreement – draft

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### **Submitted by:**

Opal Mauldin Robertson, City Manager

Rona Stringfellow-Govan, Managing Director of Public Works and Development Services

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, WAIVING THE REQUIREMENT FOR CONNECTION TO THE CITY OF LANCASTER WATER AND WASTEWATER SYSTEM FOR THE PROPERTY DESCRIBED IN EXHIBIT "A", ATTACHED AND INCORPORATED HERETO AS IF SET FORTH IN FULL, SUBJECT TO THE APPROVAL OF THE FINAL PLAT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Lancaster ("CITY") has been presented with a request for a subdivision waiver for the connection of water and wastewater connection to the property located at 3600 N. Dallas Avenue; and

**WHEREAS**, the City Council finds that it is in the best interest to approve such waiver subject to compliance with the conditions set forth herein;

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

**SECTION 1.** That the City of Lancaster, Texas hereby waives the requirement for connection of water and wastewater, as depicted in Exhibit "A", subject to compliance with the following conditions prior to the approval of the final plat:

1. All medians and landscaping shall have irrigation as outlined in the Streetscape Master Plan.
2. A license agreement must be approved for perpetual maintenance of medians and landscaping within City rights-of-way.

**SECTION 2.** 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 3.** This resolution shall take effect immediately from and after its passage as the law in such cases provides, 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 February, 2013.

**APPROVED:**

---

MARCUS E. KNIGHT, MAYOR

**ATTEST:**

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DOLLE K. DOWNE, CITY SECRETARY

**APPROVED AS TO FORM:**

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ROBERT E. HAGER, CITY ATTORNEY  
(REH/cdb 02/07/13)

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, AUTHORIZING THE MAYOR TO ENTER INTO A LICENSE AGREEMENT BY AND BETWEEN THE CITY AND RIDGE PROPERTY TRUST, FOR THE PROPERTY DESCRIBED IN EXHIBIT "A", ATTACHED AND INCORPORATED HERETO AS SET FORTH IN, SUBJECT TO THE APPROVAL OF THE FINAL PLAT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lancaster ("City") and Ridge Property Trust desire to enter into a right-of-way license agreement for the installation and maintenance of a monument entry feature and landscaping improvements; and

**WHEREAS**, the City and Ridge Property Trust have negotiated such license agreement; and

**WHEREAS**, after discussion and consideration, the City Council has determined that it would be in the best interest of the City and its citizens to enter into such agreements; and

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

**SECTION 1.** That the City Council of the City of Lancaster, Texas hereby authorizes the Mayor to enter into a license agreement by and between the City and Ridge Property Trust, which is attached hereto and incorporated herein as Exhibit "A" and, that the Mayor is further authorized to execute all appropriate documents necessary to consummate such license agreement.

**SECTION 2.** 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 3.** This resolution shall take effect immediately from and after its passage as the law in such cases provides, 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 February, 2013.

**APPROVED:**

---

MARCUS E. KNIGHT, MAYOR

**ATTEST:**

---

DOLLE K. DOWNE, CITY SECRETARY

**APPROVED AS TO FORM:**

---

ROBERT E. HAGER, CITY ATTORNEY  
(REH/cdb 02/07/13)



STATE OF TEXAS                    §  
COUNTY OF DALLAS       §

**LICENSE AGREEMENT**

This License Agreement ("AGREEMENT") is made by and between City of Lancaster, Texas (hereinafter referred to as "CITY") and Ridge Property Trust, (hereinafter referred to as "LICENSEE") acting by and through their authorized representatives.

**WITNESSETH:**

**WHEREAS**, CITY owns the right-of-way described in Exhibits "A-1" and "A-2" attached hereto and incorporated herein for all purposes; and

**WHEREAS**, LICENSEE has requested the CITY allow the use and occupancy of the right-of-way for the purpose of LICENSEE installing and maintaining landscaping and signage improvements (hereinafter referred to as "IMPROVEMENTS"):

**NOW, THEREFORE**, in consideration of the covenants contained herein and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1 Purpose:** CITY hereby grants LICENSEE a license, pursuant to the terms of this AGREEMENT, for the purpose of installing and maintaining landscaping and signage IMPROVEMENTS within that certain CITY right-of-way being more particularly described in Exhibit "A-1" and "A-2".
- 2. Terms:** The term of this AGREEMENT shall be perpetual, subject, however, to termination by the CITY as provided herein.
- 3. Non-exclusive:** This AGREEMENT is nonexclusive and is subject to any existing utility, drainage or communications facility located in, on, under or upon the right-of-way or property owned by CITY, any utility or communication company, public or private, to all vested rights presently owned any utility or communication company, public or private for the use of the CITY right-of-way for facilities presently located within the boundaries of the right-of-way and to any existing lease, license, or other interest in the right-of-way granted by CITY to any individual, corporation or other entity, public or private.
- 4. Environmental Protection:** LICENSEE shall not use or permit the use of the property for any purpose that may be in violation of any laws pertaining to the health of the environment, including, without limitation, the comprehensive environmental response, compensation and liability act of 1980 ("CERCLA"), the resource conservation and recovery act of 1976 ("RCRA"), the Texas Water Code and the Texas Solid Waste Disposal Act. LICENSEE warrants that the permitted use of the property will not result in the disposal or other release of any hazardous substance or solid waste on or to the property and that it will take all steps necessary to ensure that no such hazardous substance

or solid waste will ever be discharged onto the property or adjoining property by LICENSEE. The terms "hazardous substance" and "release" shall have the meaning specified in CERCLA and the term "solid waste" and "disposal (or dispose)" shall have the meaning specified in the RCRA; provided, however, that in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply subsequent to the effective date of such amendment; and provided further, to the extent that the laws of the State of Texas establish a meaning for hazardous substance, release, solid waste, or disposal which is broader than that specified in the CERCLA or RCRA, such broader meaning shall apply. LICENSEE shall indemnify and hold CITY harmless against all costs, environmental clean up to the property and surrounding CITY property resulting from LICENSEE's use of the property under this AGREEMENT.

5. **Mechanic's liens not permitted:** LICENSEE shall fully pay all labor materials used in, on or about the property and will not permit or suffer any mechanic's or materialman's liens of any nature be affixed against the property by reason of any work done or materials furnished to the property at LICENSEE's instance or request.
6. **Future City use:** This AGREEMENT is made expressly subject and subordinate to the right of CITY to use the property for any public purpose whatsoever. In the event that CITY shall, at any time subsequent to the date of this AGREEMENT, at its sole discretion, determine that the relocation or removal of the IMPROVEMENTS shall be necessary or convenient for CITY's use of the property, LICENSEE shall at its sole cost and expense make or cause to be made such modifications or relocate said IMPROVEMENTS so as not to interfere with the CITY's or CITY's assigns use of the property. A minimum of thirty (30) days written notice for the exercise of the above action shall be given by CITY and LICENSEE shall promptly commence to make the required changes and complete them as quickly as possible or reimburse CITY for the cost of making such required changes.
7. **Maintenance:** The LICENSEE, or its assignee, agrees to maintain the IMPROVEMENTS for the duration of this AGREEMENT to the reasonable satisfaction of the CITY. In the event that the IMPROVEMENTS are not maintained to the reasonable satisfaction of CITY, CITY will notify LICENSEE or its assignee. LICENSEE or its Assignee shall have thirty (30) days to bring the IMPROVEMENTS into satisfactory maintenance. However, if after thirty (30) days the IMPROVEMENTS have not been satisfactorily maintained, the CITY

may maintain or cause to be maintained the IMPROVEMENTS and assess all costs for such maintenance against LICENSEE or its assignee, as applicable.

8. **Duration of License:** This AGREEMENT shall terminate and be of no further force and effect in the event LICENSEE shall discontinue or abandon the use of the IMPROVEMENTS or in the event LICENSEE shall remove the IMPROVEMENTS from the property or upon termination by CITY whichever event first occurs,
9. **Compliance with laws:** LICENSEE agrees to abide by and be governed by all laws, ordinances and regulation of any and all government entities having jurisdiction over the LICENSEE.
10. **Indemnification:** LICENSEE shall defend, protect and keep CITY forever harmless and indemnified against and from any penalty, or any damage, or charge, imposed for any violation of any law, ordinance, rule or regulation arising out of the use of the property by the LICENSEE, whether occasioned by the neglect of LICENSEE, its employees, officers, agents, contractors or assigns or those holding under LICENSEE. LICENSEE shall at all times defend, protect and indemnify and it is the intention of the parties hereto that LICENSEE hold CITY harmless against and from any and all loss, cost, damage, or expense, including attorney's fee, arising out of or from any accident or other occurrence on or about the property causing personal injury, death or property damage resulting from use of property by LICENSEE, its agents, employees, customers and invitees, except when caused by the negligence or willful misconduct of CITY, its officers, employees or agents, and only then to the extent of the proportion of any fault determined against CITY for its willful misconduct, LICENSEE shall at all times defend, protect, indemnify and hold CITY harmless against and from any and all loss, cost, damage, or expense, including attorney's fees arising out of or from any and all claims or causes of action resulting from any failure of LICENSEE, its officers, employees, agents, contractors or assigns in any respect to comply with and perform all the requirements and provisions hereof,
11. **Action upon termination:** At such time as this AGREEMENT may be terminated or canceled for any reason whatsoever, LICENSEE, upon request by CITY, shall either (i) remove all IMPROVEMENTS and appurtenances owned by it, situated in, under or attached to the CITY and shall restore such property to substantially the condition of the property prior to LICENSEE's encroachment at LICENSEE's sole expense; or (ii) abandon all IMPROVEMENTS and appurtenances in place with such IMPROVEMENTS becoming the property of the City.
12. **Assignment:** LICENSEE shall not assign or transfer its rights under this AGREEMENT to any other person or entity without the prior consent of CITY, which consent will not be unreasonably withheld, provided, however that LICENSEE has the right, without further action by or consent from the CITY to

assign this AGREEMENT and the duties, obligations, responsibilities and liabilities imposed herein to a to-be-formed entity, which will be formed to act as the homeowner's association for the residential development to be developed by LICENSEE, and further provided that upon such assignment, LICENSEE is released from all duties, obligations, responsibilities and liabilities arising under or pursuant to the terms and provisions of this AGREEMENT.

13. **Termination:** This AGREEMENT may be terminated in any of the following ways:

- a. Written agreement of both parties;
- b. By CITY giving LICENSEE thirty (30) days prior written notice;
- c. By CITY upon failure of LICENSEE has not cured any failure within thirty (30) days of written notification by CITY of such failure.

14. **Notice:** When notice is PERMITTED or required by this Agreement, it shall be in writing and shall be deemed delivered when delivered in person or when placed, postage prepaid in the United States mail, certified return receipt requested, and addressed to the parties at the address set forth below. Either party may designate from time to time another and different address for receipt of notice by giving notice of such change or address.

to City: Opal Mauldin Robertson  
City Manager  
City of Lancaster  
211 North Henry  
P.O. Box 940  
Lancaster, Texas 75146

To LICENSEE: Ridge Property Trust  
Attn: Kent Newsome  
2310 LBJ Freeway, Suite 200  
Dallas, Texas 75234

15. **Attorney's fees:** Any signatory to this AGREEMENT, who is the prevailing party in any legal proceeding against any other signatory brought under or with relation to this Agreement shall be entitled to recover court cost and reasonable attorney's fees from the non-prevailing party.

16. **Governing law:** This AGREEMENT is governed by the laws of the State of Texas; and venue for any action shall be in Dallas County, Texas.

17. **Binding effect:** This AGREEMENT shall be binding upon and inure to the benefit of the executing parties and their respective heirs, personal representatives, successors and assigns.
18. **Entire Agreement:** This AGREEMENT embodies the entire agreement between the parties and supersedes all prior agreements, understandings, if any, relating to the property and the matters addressed herein and may be amended, or supplemented only by written instrument executed by the party against whom enforcement is sought.
19. **Recitals:** The recitals to this Agreement are incorporated herein by reference.
20. **Headings:** The heading of this AGREEMENT are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereto.
21. **Legal construction:** The provisions of this AGREEMENT are hereby declared covenants running with the property and are fully binding on all successors, heirs, and assigns of LICENSEE who acquires any right, title, or interest in or to the property or any part thereof. Any person who acquires any right, title, or interest in or to the property, or any part hereof, thereby agrees and covenants to abide by and fully perform the provisions of this AGREEMENT with respect to the right, title or interest in such property.

EXECUTED this 11th day of February, 2013.

**CITY OF LANCASTER**

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

ATTEST:

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

**RIDGE PROPERTY TRUST,**  
a Texas limited partnership

By: Ridge Property Trust  
a Delaware limited liability corporation, its  
general partner

BY: \_\_\_\_\_

NAME: \_\_\_\_\_ Kent Newsome

TITLE: Managing Director — Development

**LICENSEE'S ACKNOWLEDGMENT**

**STATE OF ILLINOIS**

**COUNTY OF ADAMS**

§  
§  
§

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2013,  
by Kent Newsome, **Managing Director** of Ridge Property Trust, **a Delaware limited**  
liability corporation, the general partner of Ridge Property Trust, a Texas limited  
partnership, on behalf of said limited partnership.

\_\_\_\_\_  
Notary Public, State of Colorado

My Commission expires: \_\_\_\_\_

**CITY'S ACKNOWLEDGMENT**

**STATE OF TEXAS**

§

**COUNTY OF DALLAS**

§

This instrument was acknowledged before me on the 11<sup>th</sup> day of February, 2013, by Marcus Knight, Mayor of the City of Lancaster, Texas, a Texas municipality, on behalf of said municipality.

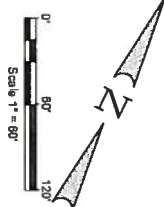
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Notary Public, State of Texas

My Commission expires:

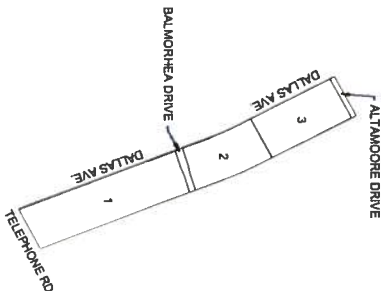
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VICINITY MAP  
NOT TO SCALE

KEY MAP



RICHARD T. ANTON  
VOLUME 2005018, PAGE 06257

LONE STAR GAS COMPANY  
VOLUME 91728, PAGE 6085

POINT OF  
BEGINNING

N 60°57'45" E

PROPOSED  
ALAMO DRIVE  
(60' RIGHT-OF-WAY)  
0.889 ACRES (30,033 SQ. FT.)  
S 60°57'45" W 500.54'

25' BUILDING LINE

500.54'

1/2" CIRC.

ALAMO DRIVE  
(PROPOSED RIGHT-OF-WAY  
EXTENSION IN THE CITY OF DALLAS)

S 26°21'58" E  
CITY OF DALLAS  
CITY OF LANCASTER

CITY LIMIT LINES ESTABLISHED AT 500 FEET EAST OF  
DALLAS AVENUE, EAST LINE AS DESCRIBED BY MUNICIPAL  
BOUNDARY DESCRIPTION FOR THE CITY OF LANCASTER

REMAINDER OF  
RIDGE SOUTH DALLAS, LLC  
CCH# 2007039750

RIDGE LOGISTICS CENTER  
GROSS - 44,080 ACRES (1,920,108 SQ. FT.)  
- ALAMO DRIVE - 0.889 ACRES (30,033 SQ. FT.)  
- BALMORHEA DRIVE - 0.831 ACRES (36,180 SQ. FT.)  
- TELEPHONE ROAD - 0.844 ACRES (36,785 SQ. FT.)  
- DALLAS AVENUE - 0.085 ACRES (3,711 SQ. FT.)  
NET - 42,127 ACRES (1,835,008 SQ. FT.)

LOT 3, BLOCK A  
11.364 ACRES  
489,025 SQ. FT.

PORTION OF  
RIDGE SOUTH DALLAS, LLC  
CCH# 2007039750

DALLAS AVENUE  
(120' RIGHT-OF-WAY)

20' WATER  
EASEMENT

COUNTY OF DALLAS  
RIGHT-OF-WAY EASEMENT  
VOLUME 2790, PAGE 241  
(Line within this ROW of  
Lancaster Road)

TEXAS POWER AND LIGHT  
CO. GUY WIRE EASEMENT  
VOLUME 3807, PAGE 523  
VOLUME 3858, PAGE 89

LOT 2, BLOCK A  
10.161 ACRES  
442,815 SQ. FT.

SMITH ELKINS SURVEY, ABSTRACT NO. 430

A=006°04'00"  
R=4,380.24'  
L=463.79'  
Ch L=463.58'  
Ch B=23°19'58"E

Ch B=N23°19'58"W  
Ch L=410.85'  
R=3,880.24'  
A=006°04'00"

OLD LOT LINE

1/2" CIRC.

MATCHLINE A

#### FLOOD NOTE

According to the Federal Emergency Management Agency, Flood Insurance Rate Map Community Panel No. 48173C0483 J, dated August 23, 2001, the property is within Flood Zone X.  
Zone X - Areas determined to be outside the 500-year floodplain.  
The flood statement does not imply that the property and/or the structure thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. The flood statement shall not create liability on the part of the surveyor.

#### GENERAL NOTES:

1. THE PURPOSE OF THIS PLAT IS TO CREATE 3 LOTS FROM 3 TRACTS OF LAND AND TO DEDICATE TO THE PUBLIC SEVERAL RIGHTS-OF-WAY.
2. ALL EASEMENTS SHOWN HEREON ARE TO BE CREATED WITH THE FILING OF THIS PLAT UNLESS OTHERWISE NOTED WITH COUNTY CLERK RECORDING DATA.
3. NO LOT TO LOT DRAINAGE WILL BE ALLOWED WITHOUT PRIOR ENGINEERING SURVEY.
4. ALL EXISTING STRUCTURES ON THE PROPERTY ARE TO BE REMOVED.
5. BUILDINGS ON LOTS 1, 2, AND 3 WILL BE ADDRESSED IN THE CITY OF LANCASTER.

Planning & Zoning  
Department  
Received  
Accepted  
2012  
P&Z

#### RIDGE LOGISTICS CENTER

##### PRELIMINARY PLAT

LOTS 1-3, BLOCK A

BEING 44,080 ACRES OUT OF THE SMITH  
ELKINS SURVEY, ABSTRACT NO. 430  
CITY OF LANCASTER, DALLAS COUNTY, TEXAS  
A REPLAT OF PART OF LOTS 5, 6, AND 7 OF THE  
SUBDIVISION OF CHARLES FLOYD HOMESTEAD

CITY PLAN FILE # \_\_\_\_\_

OWNER: RIDGE SOUTH DALLAS, LLC

SURVEYOR: WINKELMANN & ASSOCIATES, INC.  
8700 CREST PLAZA DRIVE  
DALLAS, TEXAS 75220  
(972) 490-7090 / (972) 490-7099 FAX

CHICAGO, ILLINOIS 60631-3407

SMITH ELKINS SURVEY, ABSTRACT NO. 430  
CITY OF LANCASTER, DALLAS COUNTY, TEXAS

RIDGE PROPERTY TRUST  
5800 CAMPUS CIRCLE DRIVE, SUITE 200A  
IRVING, TEXAS 75063

RIDGE LOGISTICS CENTER  
PRELIMINARY PLAT  
LOTS 1-3, BLOCK A  
CITY OF LANCASTER, DALLAS COUNTY, TEXAS

Date: 06.20.12  
Scale: 1" = 60'  
File: 52101-PPLT-CoL  
Project No.: 52101.00

SHEET  
1  
OF  
3

No.	DATE	REVISION	APPROV.

**Winkelmann & Associates, Inc.**  
CONSULTING CIVIL ENGINEERS & SURVEYORS  
2700 INDEPENDENCE PLAZA, SUITE 200  
DALLAS, TEXAS 75201  
TEL: 972-490-7090 FAX: 972-490-7099  
Texas Engineers Registration No. 001595-00 Expires 06/30/2015  
COPYRIGHT © 2011, Winkelmann & Associates, Inc.





## OWNERS CERTIFICATE

STATE OF TEXAS §  
COUNTY OF DALLAS §

WHEREAS, WA, Ridge South Dallas I, are the sole owners of a tract of land situated in the GEORGE F. O'NEAL SURVEY, ABSTRACT No. 430, in the City of Lancaster, Dallas County, Texas, being a portion of a tract of land described in deed to Lone Star Gas Company as recorded in Volume 83128, Page 8065, Deed Records, Dallas County, Texas, said point also being the Northwest corner of said Ridge South Dallas tract recorded in County Clerk's instrument No. 20070397850;

THENCE, North 80 deg 57 min 45 sec East, along the Southeast line of said Lone Star Gas Company tract, a distance of 550.54 feet to a 1/2-inch iron rod with a red plastic cap stamped "W.A.L." set for corner;

THENCE, North 80 deg 57 min 45 sec East, a distance of 1,547.77 feet to a 1/2-inch iron rod found for corner;

South 20 deg 17 min 59 sec East, a distance of 640.35 feet to a 1/2-inch iron rod found for corner on the Northwest right-of-way of Telephone Road, a variable width of right-of-way;

THENCE, South 81 deg 28 min 32 sec West, along said Northwest right-of-way of Telephone Road, a distance of 505.54 feet to a 1/2-inch iron rod with a red plastic cap stamped "W.A.L." set for corner at the intersection of said Northwest right-of-way of Telephone Road with said Northwest right-of-way line of Lancaster Road, said point being the Southwest corner of said Ridge South Dallas tract recorded in County Clerk's instrument No. 20070397851;

THENCE, along said Northwest right-of-way line of Lancaster Road, the following courses and distances:

North 20 deg 17 min 59 sec West, a distance of 2,260.73 feet to a 1/2-inch iron rod found set for corner, said point being the beginning of a curve to the left having a radius of 3,880.24 feet, a central angle of 08 deg 04 min 00 sec, a chord bearing of North 23 deg 19 min 58 sec West, and a chord length of 410.86 feet;

Along said curve to the left, an arc distance of 410.86 feet to a 1/2-inch iron rod found for corner;

THENCE, North 28 deg 21 min 58 sec West, continuing along said Northwest right-of-way line of Lancaster Road, a distance of 1,188.90 feet to the POINT OF BEGINNING.

CONTAINING within these makes and bounds 120,106 square feet or 44.080 acres of land, more or less. Bearings and distances within this plat are based upon an on the ground survey performed in the field on the 16th day of May, 2008, utilizing GTS measurements.

## NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That I, WA, Ridge South Dallas I, LLC, Owners, do hereby bind themselves and their heirs, assigns and successors of this plat, to the City of Lancaster, Dallas County, Texas, to dedicate to the public use, for the municipal use and accommodation of garbage collection agencies and all public utilities desiring to use or using same. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths that in any way endanger or interfere with the construction, maintenance or efficiency of its respective systems or any of these easements, and any public utility shall at all times have the right of ingress and egress to and from and upon the said easement for the purpose of constructing, reconstructing, inspecting, patrolling, without the necessity at any time of procuring the permission of anyone.

Witness our hands at Dallas, Texas, this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

Ridge South Dallas I, LLC

STATE OF TEXAS §  
COUNTY OF DALLAS §

Below me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared \_\_\_\_\_ Owners, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they each executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

Notary Public in and for \_\_\_\_\_  
of the State of Texas

## SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

That I, Leonard J. Lueker, \_\_\_\_\_, do hereby certify, that I prepared this plat from an actual on the ground survey of the land as described and that the corner monuments shown thereon were properly placed under my personal supervision in accordance with the Subdivision Regulations of the City of Lancaster.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

PRELIMINARY - This document shall not be recorded for any purpose.

Leonard J. Lueker  
Registered Professional Land Surveyor  
Texas Registration # 5714  
Winkelmann & Associates, Inc.  
8750 Hillcrest Plaza Drive, Suite 325  
Dallas, Texas 75230  
(872) 480-7090



Below me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Leonard J. Lueker, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

Notary Public in and for the State of Texas

My Commission Expires On \_\_\_\_\_

## CITY CERTIFICATION

APPROVAL \_\_\_\_\_

CHAIRMAN, PLANNING AND ZONING COMMISSION \_\_\_\_\_

ATTEST: \_\_\_\_\_

SIGNATURE \_\_\_\_\_

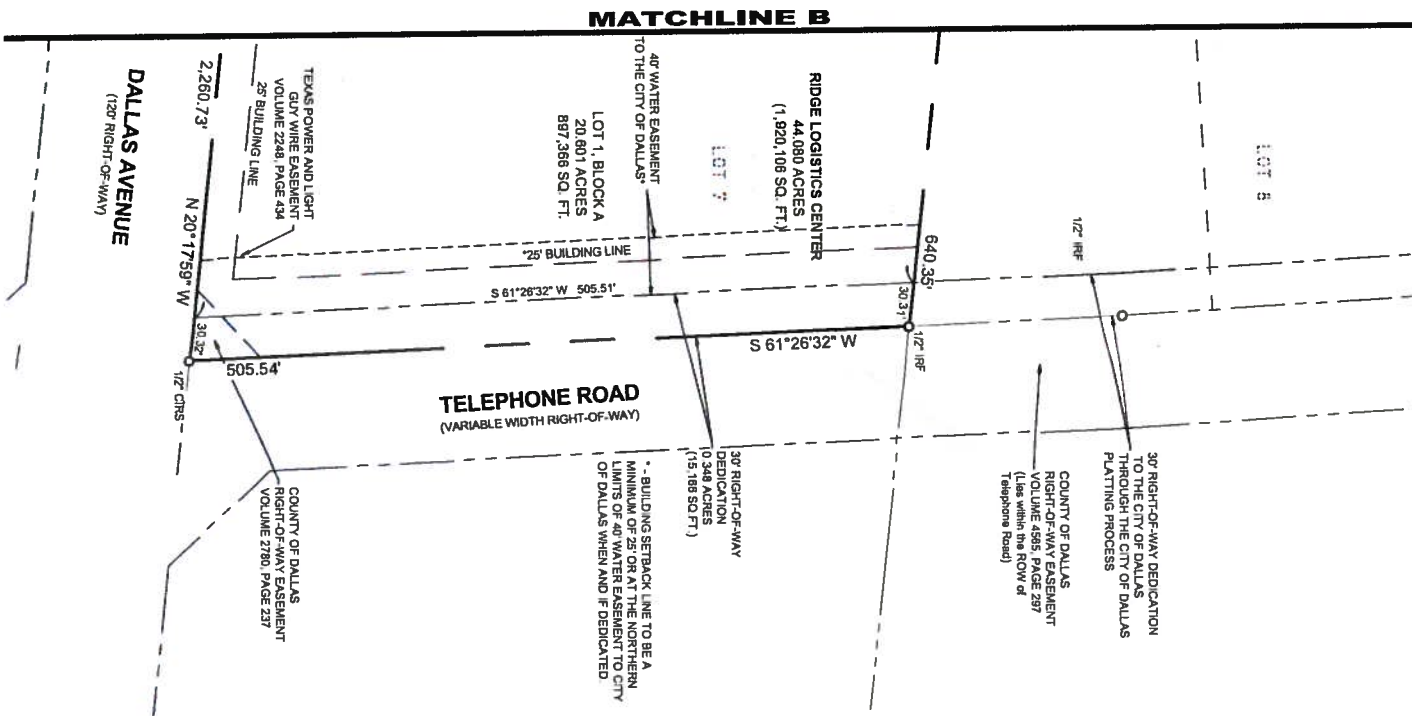
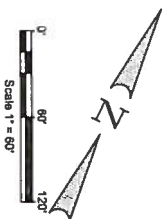
DATE \_\_\_\_\_

NAME AND TITLE \_\_\_\_\_

THE DIRECTOR OF PLANNING OF THE CITY OF LANCASTER, TEXAS, HEREBY CERTIFIES THAT TO THE BEST OF HIS/her KNOWLEDGE OR BELIEF THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE CODE OF ORDINANCES OF THE CITY OF LANCASTER, TEXAS, AND IS ALLOWED BY THE PLANNING AND ZONING COMMISSION AS TO WHICH HIS APPROVAL IS REQUIRED.

DIRECTOR OF PLANNING \_\_\_\_\_

DATE \_\_\_\_\_



APPROV.	REVISION	DATE	No.

**Winkelmann & Associates, Inc.**  
CONSULTING CIVIL ENGINEERS & SURVEYORS  
8750 HILLCREST PLAZA DRIVE, SUITE 325  
DALLAS, TEXAS 75230  
Phone: (872) 480-7090 Fax: (872) 480-7099  
E-mail: info@winkelmann.com  
Term Engineers Registration No. 98 Expires 08/31/2014  
COPYRIGHT © 2014 Winkelmann & Associates, Inc.

SMITH ELKINS SURVEY, ABSTRACT NO. 430  
CITY OF LANCASTER, DALLAS COUNTY, TEXAS  
RIDGE PROPERTY TRUST  
5800 CAMPUS CIRCLE DRIVE, SUITE 200A  
IRVING, TEXAS 75063

**RIDGE LOGISTICS CENTER  
PRELIMINARY PLAT**  
LOTS 1-3, BLOCK A  
CITY OF LANCASTER, TEXAS

Date: 06.20.12  
Scale: 1" = 60'  
File: 52101-PPLT-CoL  
Project No.: 52101.00

SHEET

OF

Planning & Zoning  
Department

May 31 2012

Received  
Accepted

*[Signature]*

**RIDGE LOGISTICS CENTER**

**PRELIMINARY PLAT**

LOTS 1-3, BLOCK A  
BEING 44.080 ACRES OUT OF THE SMITH  
ELKINS SURVEY, ABSTRACT NO. 430  
CITY OF LANCASTER, DALLAS COUNTY, TEXAS  
A REPLAY OF PART OF LOTS 5, 6, AND 7, OF THE  
SUBDIVISION OF CHARLES FLOYD HOMESTEAD  
CITY PLAN FILE # \_\_\_\_\_

SURVEYOR:  
WINKELMANN & ASSOCIATES, INC.  
8750 HILLCREST PLAZA DRIVE  
SUITE 325  
DALLAS, TEXAS 75230  
(872) 480-7090 (872) 480-7099 FAX

OWNER:  
RIDGE SOUTH DALLAS I, LLC  
8430 W. BRYN MAWR AVENUE  
SUITE 400  
CHICAGO, ILLINOIS 60631-3407

*Lancaster Community Meeting  
Ridge Commerce Center South Dallas*

*February 2013*

# Ridge Property Trust Overview

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## About Ridge Property Trust

Ridge develops state-of-the-art distribution, warehouse and manufacturing facilities

We have a local team that maintains and leases the facility, but Ridge does not occupy or operate its business in the buildings

The buildings are occupied by local distributors and large corporations for the storage and manufacturing of products

- These are not truck terminals

## Tonight's Agenda

---

Review the current master plan approved by the City of Lancaster

Provide examples of the type of buildings Ridge intends to construct in its park

Discuss current construction activity



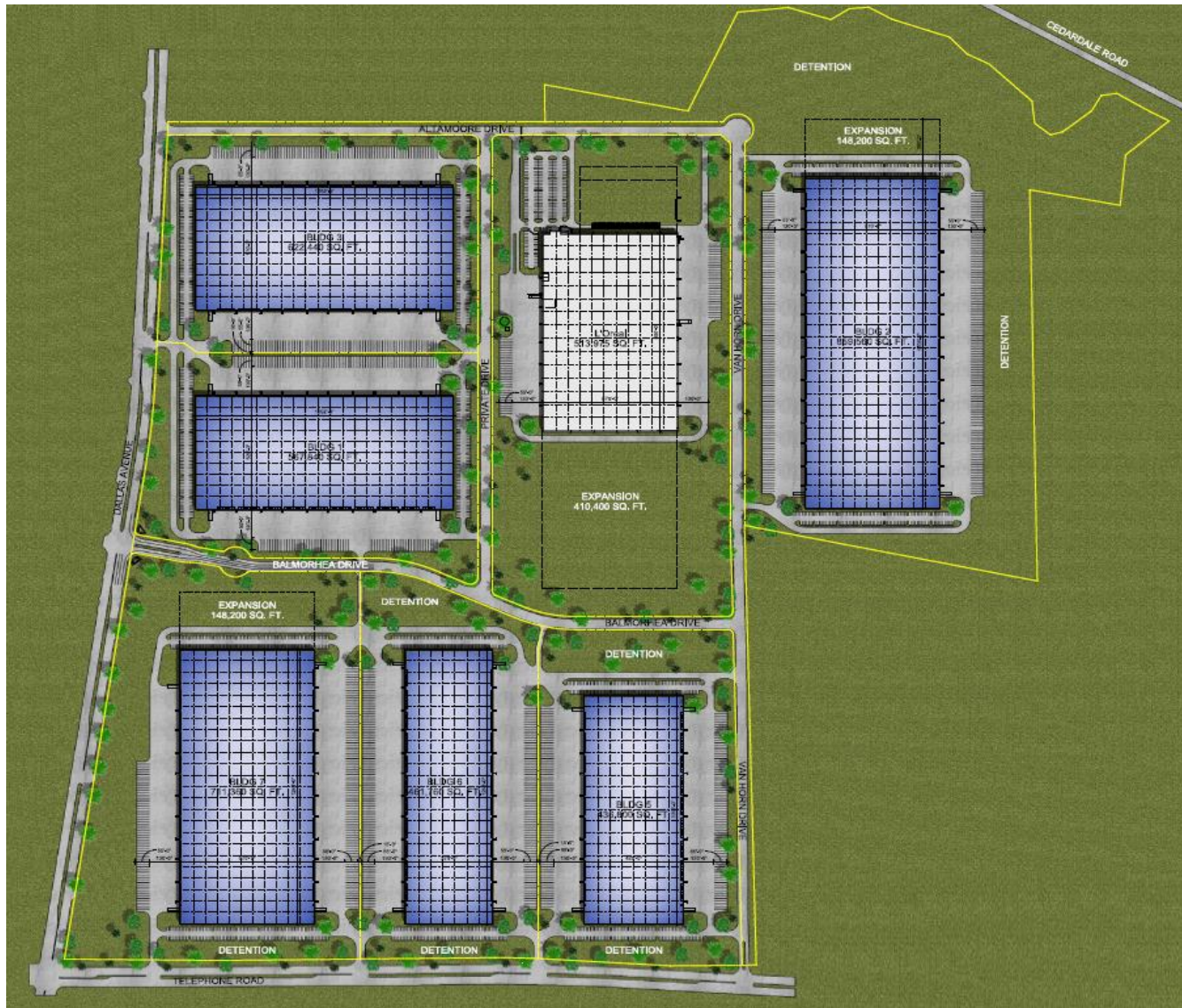
## Aerial of Ridge Logistic Center

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## Current Master Plan





## Examples of Previous Developments

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## Examples of Previous Developments

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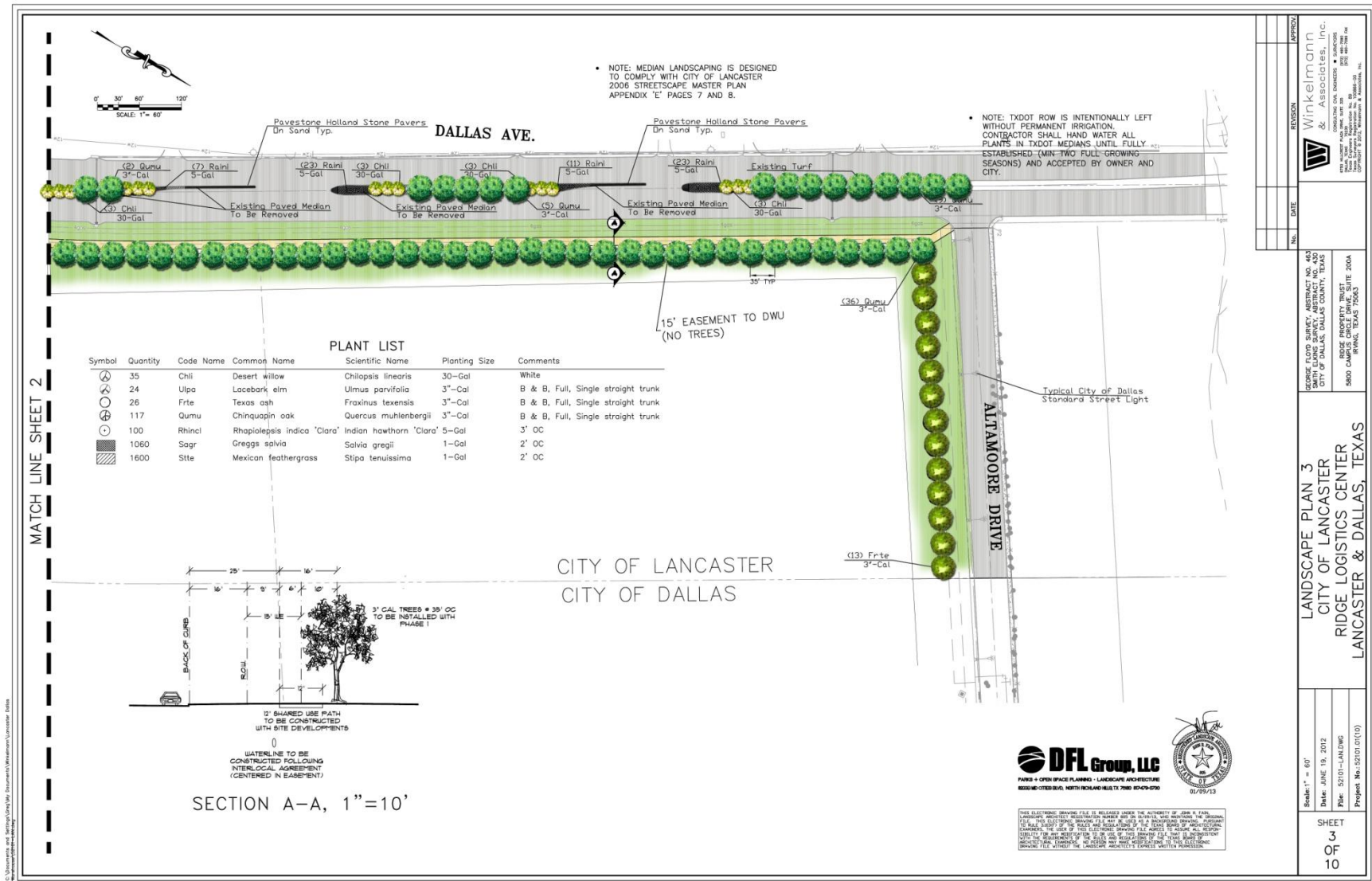


## Current Entrance From Lancaster Road

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# Lancaster Road & Median Landscaping Plan

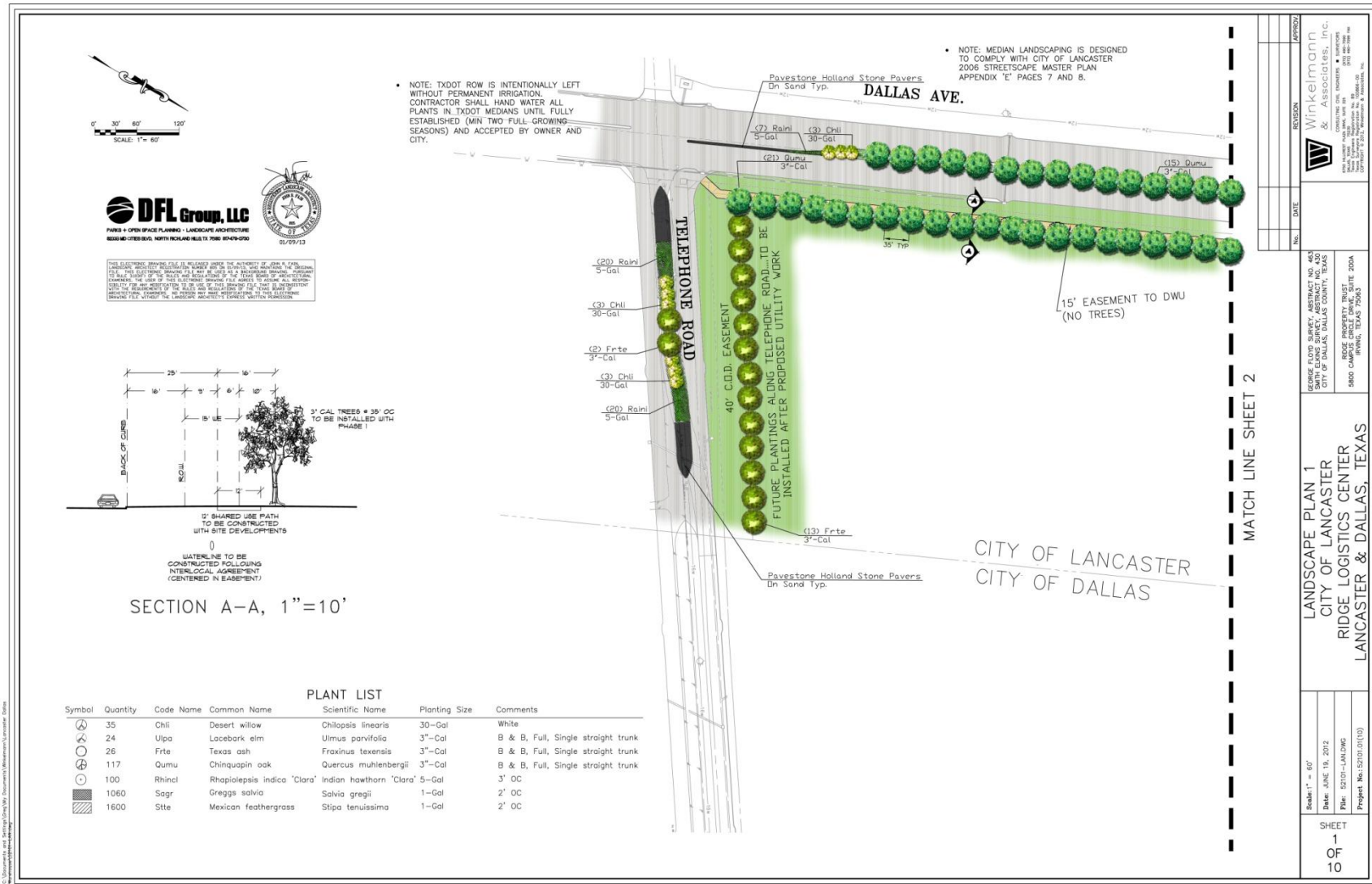




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# Lancaster Road & Median Landscaping Plan



## Planned Building Rendering

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## Planned Building Rendering

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# **LANCASTER CITY COUNCIL**

## **Agenda Communication**

February 11, 2013

Item 5

---

**The City Council shall convene into closed executive session pursuant to Section § 551.071 (1) of the TEXAS GOVERNMENT CODE to consult with the City Attorney concerning pending litigation or settlement offer regarding Cause No. DC11-10174 Con-Way Truckload, Inc. v. the City of Lancaster.**

---

Executive Session matter.

---

**Submitted by:**

Dolle K. Downe, City Secretary

# LANCASTER CITY COUNCIL

## Agenda Communication

February 11, 2013

Item 6

---

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

---

### **Background**

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

---

### **Submitted by:**

Dolle K. Downe, City Secretary

# LANCASTER CITY COUNCIL

## Agenda Communication

February 11, 2013

Item 7

---

**Discuss and consider an ordinance repealing, rescinding and revoking Ordinance No. 2013-01-02 of the City of Lancaster, Texas; repealing a grant of zoning from Light Industrial to Planned Development on approximately 59.04 acres of land located in the City of Lancaster, Dallas County, Texas, and more generally located on the north side of Daniieldale Road approximately 1,340± feet west of the intersection of Houston School Road and Daniieldale Road.**

---

**This request supports the City Council 2012-2013 Policy Agenda.**

**Goal: Quality Development**

---

City Attorney Robert Hager will present this item. Below is a history of the case.

### Case/Site History:

Date	Body	Action
12/9/09	N/A	Request withdrawn
6/15/10	P&Z	Recommended denial; applicant withdrew prior to City Council
10/5/10	P&Z	Applicant requested postponement until November 2, 2010
11/2/10	P&Z	Postponed to notify all property owners surrounding the subject property
12/7/10	P&Z	Recommended denial; applicant withdrew prior to City Council
6/7/11	P&Z	Recommended denial; CC approval would require supermajority
6/27/11	CC	Denied by City Council
08/16/11	Staff	Served with original petition
09/11/11	Staff	Mediation ordered by the Court
08/19/12	Staff	Served with lawsuit and trial set for October
09/12/12	Staff	Staff deposed by opposing Legal Counsel
09/13/12	Staff	Mediation
09/24/12	CC	City Council approved terms and conditions of Planned Development District and authorized an ordinance to be brought forward for consideration
10/30/12	Staff	Served with Plaintiff's Request for Trial Setting
11/6/12	P&Z	Recommended approval
12/10/12	CC	Denied by City Council

01/14/13	CC	Reconsidered; ordinance for zoning change approved by City Council
01/28/13	CC	Following Executive Session, City Council directed staff to place an agenda item on the February 11, 2013 agenda for consideration to institute a change of zoning on the property

**Attachments**

- Draft Ordinance
- 

**Submitted by:**

Opal Mauldin Robertson, City Manager  
Dolle K. Downe, City Secretary

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, REPEALING, RESCINDING AND REVOKING ORDINANCE NO 2013-01-02 OF THE CITY OF LANCASTER, TEXAS; REPEALING A GRANT OF ZONING FROM LIGHT INDUSTRIAL TO PLANNED DEVELOPMENT ON APPROXIMATELY 59.04 ACRES OF LAND LOCATED IN THE CITY OF LANCASTER, DALLAS COUNTY, TEXAS AS DESCRIBED HEREIN AND ADOPTED THEREIN; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Lancaster has received a request to zone approximately 59.04 acres of land at various times from its reported owner, Conway Truckload, Inc; and

**WHEREAS**, the City, on three occasions, has denied the application for a change in zoning from light industrial (LI) to a more heavy manufacturing which would allow for the development of truck terminals and other uses; and

**WHEREAS**, the City Council is involved in a lawsuit involving styled cause, *Conway Truckload, Inc. v City of Lancaster, Texas, Cause No 11-10174*; and,

**WHEREAS**, the parties attempted to reach a settlement and compromise a settlement agreement subject to council approval; and

**WHEREAS**, the City has determined that allegation of approving an attempted change in zoning is contract zoning as a result of the mediation of this case; and an issue has arisen that under the Home Rule Charter and laws of the state of Texas as such ordinance is ineffective to change zoning in this matter; and

**WHEREAS**, the City Council has also determined that its denial of the terms and conditions of a mediation agreement by and between the respective parties is not otherwise been approved or presented to the City Council; and, the City Council does not accept the terms of settlement of any mediation agreement and that the City Manager or Mayor is not authorized to execute a mediation agreement concerning the subject matter of the above mentioned matter and captioned lawsuit.

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

**SECTION 1.** That Ordinance No. 2013-01-02 which adopted a change in zoning and an amendment to the contents of plan and map of the City of Lancaster is hereby and all things

Rescinded, repealed and revoked. That the provisions of said ordinance are not effective to change zoning within the City of Lancaster and that the same is a nullity and voided in all respects; be it further ordained by the City Council of the City of Lancaster that such consideration at its December 10, 2012 and subsequent meeting of 2013 was not an approval of acceptance or agreement to enter into any contract, express or implied, with Conway Truckload, Inc. for any resolution concerning outstanding issues in *Cause No. 11-10174*.

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

**SECTION 3.** That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

**SECTION 4.** This Ordinance shall take effect immediately from and after its passage as the law and charter in such cases provide.

**DULY PASSED** by the City Council of the City of Lancaster, Texas this 11<sup>th</sup> day of February, 2013.

**APPROVED:**

---

MARCUS E. KNIGHT, MAYOR

**ATTEST:**

---

DOLLE K. DOWNE, CITY SECRETARY

**APPROVED AS TO FORM:**

---

ROBERT E. HAGER, CITY ATTORNEY

# **LANCASTER CITY COUNCIL**

## **Agenda Communication**

February 11, 2013

Item 8

---

**Discuss and consider directing staff to initiate an amendment to the Comprehensive Land Use Plan for the 100 acres  $\pm$  of land located in the City of Lancaster, generally located within the SB Runyon Survey, Abstract 1199, recorded in Volume 99155, Page 60, Dallas County.**

---

**This request supports the City Council 2012-2013 Policy Agenda.**

**Goal: Quality Development**

---

City Attorney Robert Hager requested this item be placed on the agenda. Action on this matter may be necessary following consideration of the preceding ordinance repealing the grant in zoning for the Con-way property.

Mr. Hager will present the item.

---

**Submitted by:**

Opal Mauldin Robertson, City Manager

Dolle K. Downe, City Secretary



# LANCASTER CITY COUNCIL

## Agenda Communication

February 11, 2013

Item 9

---

**Discuss and consider directing staff to begin a City-initiated zoning case on the property owned by Con-way Truckload, approximately 59.04 acres of land generally located on the north side of Danieldale Road approximately 1,340± feet west of the intersection of Houston School Road and Danieldale Road.**

---

**This request supports the City Council 2012-2013 Policy Agenda.**

**Goal: Quality Development**

---

### **Background**

Following Executive Session at the January 28, 2013 City Council meeting, a motion was approved by Council "to direct staff to bring an agenda item for City Council consideration at the February 11, 2013 meeting to institute a change of zoning on the property owned by Con-Way truckload as previously voted on December 10, 2012 and January 14, 2013."

As directed, this agenda item provides an opportunity for action by Council if desired.

If action is desired, a motion with a second is appropriate. Council would then vote on the matter.

---

### **Submitted by:**

Dolle K. Downe, City Secretary