



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

Monday, October 28, 2013 - 7:00 PM

CALL TO ORDER

INVOCATION: Ministerial Alliance

PLEDGE OF ALLEGIANCE: Deputy Mayor Pro Tem Nina Morris

PROCLAMATION: Girls Track Team

PRESENTATION: Civic Leadership Academy Certificates

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 City Council Regular Meeting held October 14, 2013.
- C2. Consider a resolution authorizing the City Manager to execute an Ambulance Services Agreement with Dallas County for the provision of ambulance services to unincorporated areas adjacent to the City of Lancaster.
- C3. Consider a resolution authorizing the City Manager to execute a Fire Protection Agreement with Dallas County for the provision of fire protection services to unincorporated areas adjacent to the City of Lancaster.
- C4. Consider a resolution accepting the terms and conditions of a Sanitary Sewer Easement Document for the installation of a sewer line across Dallas County's 125-acre Ten Mile Creek Preserve and the compensation for the easement, by and between Dallas County and City of Lancaster.
- C5. Consider an ordinance amending the Code of Ordinances by amending Chapter 8, Article 8.02, "Alarm Systems," Section 8.02.006, permit required; permit required for police response; application; issuance, and providing for a new section 8.02.025; providing a penalty of fine not to exceed five hundred dollars (\$500.00).

PUBLIC HEARING:

6. Conduct a public hearing and consider an ordinance amending the 2002 Comprehensive Plan by designating approximately 44.08 acres of land from Retail (R) to Light Industrial (LI) and to rezone approximately 11.08 acres of land from Light Industrial (LI) to Neighborhood Services (NS) and to rezone an additional 11.08 acres of land from Neighborhood Services (NS) to Light Industrial (LI). The Property is located on the Northeast corner of Telephone Road and North Dallas Avenue. The property is approximately 44.08 acres, described as Lots 1, 2 and 3; Block A, Ridge Logistics Center of Smith Elkins Survey, Abstract 430, Page 325, City of Lancaster, Dallas County, Texas.

ACTION:

7. Consider an ordinance approving a negotiated resolution between the Atmos cities steering committee and Atmos Energy Corporation, Mid-Tex Division regarding the company's 2013 annual rate review mechanism filing in all cities exercising original jurisdiction.
8. Consider confirmation of Cheryl Wilson as Chief of Police of the Lancaster Police Department; and administer Oath of Office.

EXECUTIVE SESSION:

9. The City Council shall convene into closed executive session pursuant to Section § 551.074 (a)(1) of the TEXAS GOVERNMENT CODE to deliberate:
 - (a) the evaluation and duties of a public officer or employee, to-wit: the City Manager; and,
 - (b) the evaluation and duties of a public officer or employee, to-wit: the City Secretary.
10. Reconvene into open session. Consider and take appropriate action(s), if any, on closed/executive matters.

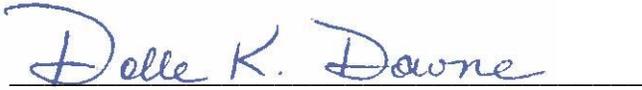
ADJOURNMENT

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.

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.

Certificate

I hereby certify the above Notice of Meeting was posted at the Lancaster City Hall on October 25, 2013 @ 11:30 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

October 28, 2013

Item 1

Consider approval of minutes from the City Council Regular Meeting held October 14, 2013.

Background

Attached for your review and consideration are minutes from the:

- City Council Regular Meeting held October 14, 2013

Submitted by:

Dolle K. Downe, City Secretary

MINUTES

LANCASTER CITY COUNCIL MEETING OF OCTOBER 14, 2013

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

Councilmembers Present:

Mayor Marcus E. Knight
Carol Strain-Burk
Stanley Jaglowski
Marco Mejia
Mayor Pro Tem James Daniels
LaShonjia Harris
Deputy Mayor Pro Tem Nina Morris

City Staff Present:

Opal Mauldin Robertson, City Manager
Aretha Adams, Assistant City Manager
Cheryl Womble, Executive Assistant to City Manager
Thomas Griffith, Fire Chief
Cheryl Wilson, Police Chief appointee, unconfirmed
Ed Brady, Economic Development Director
Sean Johnson, Parks, Recreation and Library Director
Dori Lee, Human Resources Director
Rona Stringfellow, Managing Director Public Works / Development Services
Jim Brewer, Assistant Director Public Works / Development Services
Susan Cluse, Interim Finance Director
Mark Divita, Airport Manager
Dolle Downe, City Secretary

Call to Order:

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

Invocation:

Director Sean Johnson gave the invocation.

Pledge of Allegiance:

Councilmember LaShonjia Harris led the pledge of allegiance.

Citizens Comments:

Daryle Clewis, 1421 Sunny Meadow Drive, stated that he had sent two e-mails to his councilmember without response about coming out and visiting in the neighborhood; commented about the City's budget.

Consent Agenda:

City Secretary Downe read the consent agenda.

- C1. Consider approval of minutes from the City Council Special Meeting held September 16, 2013 and Special Joint Meeting with Planning and Zoning Commission held October 7, 2013.**
- C2. Consider a resolution approving the terms and conditions of Amendment No. 2 to the agreement between the City of Lancaster and Ion Wave Technologies, Inc. for a five (5) year electronic purchasing software license in an amount not to exceed \$76,500.**
- C3. Consider a resolution approving the terms and conditions of the City owned T-Hangar non-commercial lease from building 670 at the Lancaster Regional Airport.**

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

4. Discuss and consider appointment of council liaisons to City Boards and Commissions.

City Council made their selection of boards/commissions to serve as council liaisons as follows:

Mayor Pro Tem Daniels	Planning and Zoning Commission
Deputy Mayor Pro Tem Morris	Parks/Rec and Recreational Development Corp.
Councilmember Mejia	Economic Development Corporation
Councilmember Jaglowski	Airport Advisory Board
Councilmember Harris	Library Advisory Board
Councilmember Strain-Burk	Historic Landmark Preservation Committee
Mayor Pro Tem Daniels	Zoning Board of Adjustment
Deputy Mayor Pro Tem Morris	Youth Advisory Commission
Councilmember Mejia	Property Standards & Appeals Board
Councilmember Jaglowski	Animal Shelter Advisory Board
Councilmember Harris	Civil Service Commission

5. Discuss and consider appointments to the City of Lancaster Comprehensive Plan Advisory Committee.

Mayor Knight stated that the process as outlined by the consultant for appointments to the Committee provides for two members of the City Council to be appointed and that City Council may take a vote with regard to which two members. Mayor Knight also noted that questions were raised as to all members of the governing body serving on the committee and the consultant outlined some thoughts in that regard. Mayor Knight suggested that not all of the council be appointed to the Committee because there needs to be strong input from the community. Mayor Knight commented that service on the Committee would be about a year and half process, noting the importance of the appointed members of the governing body to be prepared for the meetings and the need for stability on the Committee.

Deputy Mayor Pro Tem Morris clarified that she desired participation by all councilmembers but believes City Council should still have two designated councilmembers who specifically serve on the Committee. Deputy Mayor Pro Tem Morris asked Mayor Knight if he meant that his preference is for only councilmembers not up for election in May 2014 to be considered. Mayor Knight indicated that was not his preference at all.

The following nominations were made for the two councilmember appointments to the Comprehensive Plan Advisory Committee:

Councilmember Mejia, nominated by Mayor Pro Tem Daniels
Councilmember Strain-Burk, nominated by Deputy Mayor Pro Tem Morris
Councilmember Jaglowski, nominated by Deputy Mayor Pro Tem Morris
Councilmember Harris, nominated by Councilmember Mejia

Nominations were closed. A roll call vote was 6 for Councilmember Mejia and 5 for Councilmember Strain-Burk. Councilmembers Mejia and Strain-Burk are appointed to the Comprehensive Plan Advisory Committee.

Each Councilmember appointed a member from each district and the Mayor made an appointment at large to the Comprehensive Plan Advisory Committee as follows:

	<u>Appointee</u>
Mayor Knight	Racheal Hill
Councilmember Strain-Burk	Jerry Giles
Councilmember Jaglowski	Tiffany Devereaux
Councilmember Mejia	Lewis Hoffman
Mayor Pro Tem Daniels	Spencer Hervey
Councilmember Harris	Willie Byrd
Deputy Mayor Pro Tem Morris	Carolyn Morris

Executive Session:

At 7:21 p.m. Council recessed to go into Executive Session. At 7:25 p.m. the Council convened into closed Executive Session pursuant to:

- 6. The City Council shall convene into closed executive session pursuant to Section § 551.074 (a)(1) of the TEXAS GOVERNMENT CODE to deliberate the evaluation and duties of a public officer or employee, to-wit: the City Manager.**
- 7. Reconvene into open session. Consider and take appropriate action(s), if any, on closed/executive matters.**

The City Council recessed from Executive Session at 9:00 p.m. and reconvened into open session at 9:03 p.m.

No action was taken following Executive Session.

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

The meeting was adjourned at 9:04 p.m.

ATTEST:

APPROVED:

Dolle K. Downe, City Secretary

Marcus E. Knight, Mayor

LANCASTER CITY COUNCIL

Agenda Communication

October 28, 2013

Item 2

Consider a resolution authorizing the City Manager to execute an Ambulance Services Agreement with Dallas County for the provision of ambulance services to unincorporated areas adjacent to the City of Lancaster.

This request supports the City Council 2013 - 2014 Policy Agenda.

Goal: Healthy, Safe and Vibrant Neighborhoods

Background Since October, 1983 the City of Lancaster has had an Agreement to provide ambulance services to the portion of the County that is adjacent to our City. This Agreement continues that response to the area. The City of Lancaster will bill the County \$420.00 per ambulance response into this area as well as bill the patient for the transport. This is an increase from \$375.00 per response previously.

Considerations

- **Operational** – No operational changes needed. The Lancaster Fire Department currently responds into this unincorporated area approximately 40 times a year.
- **Legal** – This Agreement provides the legal authority to respond in the area and bill the County. The resolution has been reviewed and approved as to form by the City Attorney.
- **Financial** – This agreement provides for \$420 per response to the area.
- **Public Information** – This item is noticed in accordance with the Texas Open Meetings Act.

Options/Alternatives

1. Approve the resolution as presented.
2. Reject the resolution and discontinue ambulance service provided to the County area adjacent to our City.

Recommendation

Staff recommends approval of the resolution as presented.

Attachments

- Resolution
 - Ambulance Service Agreement
-

Submitted by:
Thomas Griffith, Fire Chief

RESOLUTION NO. 2013-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMBULANCE SERVICES AGREEMENT WITH DALLAS COUNTY FOR THE PROVISION OF AMBULANCE SERVICES TO UNINCORPORATED AREAS ADJACENT TO THE CITY OF LANCASTER; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Dallas County has requested the City of Lancaster to provide ambulance services to the residents in the unincorporated areas adjacent to the City of Lancaster; and

WHEREAS, the City of Lancaster has agreed to provide ambulance services to the residents in the unincorporated areas adjacent to the City of Lancaster; and

WHEREAS, this Agreement between the City of Lancaster and the County of Dallas to provide services for a cost of \$420.00 for each approved ambulance response; and

WHEREAS, the City Council of the City of Lancaster finds it in the best interest to provide such services to the residents in the unincorporated areas adjacent to the City of Lancaster.

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

Section 1. That the City Council hereby authorizes the City Manager to execute the Ambulance Services Agreement attached hereto and incorporated herein as Exhibit A.

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

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

Section 4. 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 28th day of October 2013.

ATTEST:

APPROVED:

DOLLE K. DOWNE, CITY SECRETARY

MARCUS E. KNIGHT, MAYOR

APPROVED AS TO FORM:

ROBERT E. HAGER, CITY ATTORNEY

Robert De Los Santos - Fire Marshal 19

COURT CORDER

ORDER NO. 2013 1483

DATE: September 10, 2013

STATE OF TEXAS §

COUNTY OF Dallas County §

Original
to be returned
(Lancaster)

BE IT REMEMBERED, at the regular meeting of the Commissioners Court of Dallas County, Texas, held on the 10 day of September, 2013, on motion made by Dr. Elba Garcia, District 4, and seconded by John Wiley Price, District 3, the following order was adopted.

WHEREAS, Dallas County Commissioners Court was briefed on September 3, 2013; and

WHEREAS, Dallas County Commissioners Court has executed one-year agreements with automatic renewals for the next two consecutive years with neighboring cities for Ambulance Services in the unincorporated areas adjacent to their respective cities since October 1983; and

WHEREAS, the need still exist for ambulance services in the unincorporated areas of Dallas County; and

WHEREAS, agreement has been reached for this service to be provided by certain cities within Dallas County at a cost of \$420.00 for each approved ambulance response; and

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Dallas County Commissioners Court does hereby approve the attached Ambulance Service Agreement between Dallas County and the following cities, and authorizes Dallas County Judge to execute same on behalf of Dallas County.

City of De Soto
City of Sachse

City of Lancaster
City of Wilmer

City of Hutchins

DONE IN OPEN COURT this the 10 day of September, 2013

Clay Lewis Jenkins
Dallas County Judge

DR. Teresa Daniel
Commissioner, District No. #1

Mike Cantrell
Commissioner, District No. 2

John Wiley Price
Commissioner, District No. 3

Dr. Elba Garcia
Commissioner, District No. 4

Recommended By:

Darryl Martin, Dallas County Court Administrator

Robert De Los Santos, Dallas County Fire Marshal

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

AMBULANCE SERVICES AGREEMENT

WHEREAS, the City of Lancaster, Texas, (the “City”), has agreed to provide ambulance services to the unincorporated areas for the County of Dallas, (the “County”), and

WHEREAS, County has requested the City to provide such services with City-owned and City-operated ambulance equipment,

NOW THEREFORE, this Agreement (the “Agreement”) between City and County is hereby made by and between said City and County as follow:

I - SERVICES

For the consideration stated herein, the City agrees to (i) furnish ambulance services and, (ii) to answer all ambulance calls in the assigned unincorporated area adjacent and/or near the corporate limits of said City, as shown on the official ambulance zone map of County, a copy of which is attached hereto as Exhibit “A” and made a part hereof for all purposes. Any deletions due to annexations or any additions due to de-annexations will be furnished the City by the County Fire Marshal and the official map shall be updated by the City to reflect these changes. Response shall continue into any annexed area until official notice is received from the County Fire Marshal. Response shall commence into any de-annexed area when official notice is received from the County Fire Marshal.

II - TERM

This Agreement shall be in effect during the County fiscal year of October 1, 2013 through September 30, 2014 and will automatically be extended for two (2) additional one-year fiscal periods

(October 1, 2014 through September 30, 2015, and October 1, 2016 through September 30, 2017) provided, and only if County appropriates and budgets the necessary funds to pay for ambulance services in each of the succeeding one-year periods. In the event that funds are not appropriated by County for a succeeding fiscal year, this Agreement shall terminate on the last day of the fiscal year in which funds are appropriated for such fiscal year.

III – DEFINITIONS

An “Ambulance Run” shall mean an ambulance response into the assigned unincorporated area of the County where any type of emergency medical treatment is performed, or where valid reasons can be provided by City as to why there was no need to administer treatment. An Ambulance Run does not include the routine dispatch of an ambulance vehicle to the location/address of a “Fire Run” (as defined below), when the necessity of an ambulance vehicle at such location/address does not exist and is not required to meet the requirements of a valid Ambulance Run or a Fire Run.

The “Minimum Ambulance Staffing” shall be defined as follows: (i) “Advanced Life Support” (ALS) units shall have a minimum of one (1) EMT-Paramedic and one EMT-Basic. (ii) “Basic Life Support” (BLS) units shall have a minimum of two (2) EMT-Basics.

A “Fire Run” shall mean a fire department response with a fire protection vehicle into the assigned unincorporated area of the County where any type of extinguishing agent is applied to a fire or when valid reasons are provided by City as to why there was no need to apply an extinguishing agent to a fire.

IV – REIMBURSEMENT BY COUNTY

The County agrees to reimburse the City at the rate of FOUR HUNDRED AND TWENTY NO/100 DOLLARS (\$420.00) for each approved Ambulance Run that the City makes into the defined unincorporated area.

In order for the City to be eligible for reimbursement for a run, the Ambulance Run must be to a location within the unincorporated area assigned to the City. When the City receives an original call for an Ambulance Run, the City must immediately notify the County Fire Marshal by contacting the Sheriff's

Department by telephone or radio. The City must file with the County Fire Marshal, not later than five (5) days after the end of the calendar month, a certified list of the runs made into said unincorporated areas during the preceding month. Ambulance Runs that are not to a location in the assigned unincorporated area or that have not been approved prior to mutual aid assistance call will be disallowed by the County Fire Marshal and no reimbursement will be made to the City for such runs. The County Fire Marshal will notify the City of any response locations that cannot be located from the information provided on the run sheet and of runs which are not eligible for reimbursement within thirty (30) days after the receipt of said City Report. If a reply is not received from the City after the second request from the County Fire Marshal, the run will be disallowed. City will not be reimbursed for an Ambulance Run when (i) an ambulance is routinely dispatched to the same location/address of a Fire Run (ii) the necessity for an ambulance at the location/address of a Fire Run does not exist, or (iii) an ambulance is not required to meet the requirements of a valid Ambulance Run or a Fire Run. County will reimburse City for all eligible Ambulance Runs within thirty (30) days after the end of each quarter year during the Agreement Term.

V – FEES CHARGED TO CITIZENS

The City may collect from the citizens the same fee for ambulance service in the assigned unincorporated areas that it charges for like services in the City. The City shall not charge the citizens in the assigned unincorporated area more for services than it charges for like services in the City. The County shall not assist in the collection of any fees charged by the City. No reimbursement for uncollected fees shall be made by County.

Payment shall be for “per ambulance utilized” not for “per patient transported”. In multi-injury incidents/situations, each ambulance must transport two patients per ambulance, except in those cases where CPR is in progress or where multiple injuries involving a patient in a life-threatening situation must receive extensive personal treatment while being transported.

VI – TERMINATION

This Agreement may be terminated by either party without cause by giving the other party ninety (90) days prior written notice of the termination.

VII – LIABILITY

City and County agree to be responsible each for their own negligent acts or omissions, or other tortious conduct in the course of performance of this Agreement without waiving any sovereign immunity, governmental immunity or other defenses available to the parties under federal or State 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. All parties agree that any such liability or damages occurring during the performance of this Agreement caused by the joint or comparative negligence of the parties, or their employees, agents or officers, shall be determined in accordance with comparative responsibility laws of Texas.

City acknowledges and agrees that County is prohibited by Article XI, Section 7 of the Texas Constitution from indemnifying City or any other third party for damages arising under this Agreement.

VIII – 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: Dallas County Fire Marshal
Records Building
509 Main St. – Room 310
Dallas, Texas 75202

To City: Fire Chief Thomas Griffith
Lancaster Fire & Rescue
1650 N. Dallas Ave
Lancaster, Texas 75134

VIII – MISCELLANEOUS

A. **Applicable Law.** This Agreement is expressly made subject to County’s Sovereign Immunity, Title 5 of the Texas Civil Remedies Code and all applicable laws. This Agreement and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas and venue shall lie exclusively in the state and federal courts of competent jurisdiction sitting in Dallas County, Texas.

B. **Entire Agreement.** This Agreement including all Exhibits, and Addendum, constitutes the entire agreement between the parties hereto and may not be modified except by an instrument in writing executed by the parties hereto.

C. **Binding Effect.** This Agreement and the respective rights and obligations of the parties hereto shall insure to the benefit of and be binding upon the successors and assigns of the parties hereto as well as the parties themselves, provided, however, that County, its successors and assigns shall be obligated to perform County’s covenants under this Agreement only during, and in respect of their successive periods as County during the term of this Agreement.

D. **Fiscal Funding.** Notwithstanding any provisions contained in this Agreement, the obligations of the County under this Agreement are expressly contingent upon the availability of funding for each item and obligation for the Term of the Agreement and any pertinent extensions. City shall have no right of action against County in the event County is unable to fulfill its obligations under this

Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to City at the earliest possible time.

E. Severability. If any provision of this Agreement shall be held invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

F. Amendment. This Agreement may not be amended except in a written instrument specifically referring to the is Agreement and signed by the parties hereto.

G. Number and Gender. Words of any gender used in this Agreement shall be held and construed to include any other gender and words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise.

H. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

I. This Agreement shall not become effective until approved by City Resolution and Commissioners Court Order. A Copy of the respective Resolution and Order will be furnished to each signing entity.

By their signatures below, the duly authorized representatives of City and County accept the terms of this Agreement in full.

[Signature Page to Follow]

EXECUTED this the 10th day of September, 2013.

COUNTY:

CITY:



BY: Clay Lewis Jenkins
Dallas County Judge

BY: _____
Mayor of Lancaster

RECOMMENDED:



BY: Darryl Martin – Dallas County Court Administrator

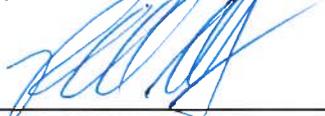


BY: Robert De Los Santos - Dallas County Fire Marshal

APPROVED AS TO FORM*:

CRAIG WATKINS
CRIMINAL DISTRICT ATTORNEY

TERESA GUERRA SNELSON
CHIEF, CIVIL DIVISION

BY: 

Randall Miller
Assistant District Attorney

* By law, the Dallas County District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

EXHIBIT "A"

AMBULANCE RESPONSE ZONE MAP



ESN # 267 Lancaster

Dallas

Wilmer

Lancaster

Ferris

WILMER

WILMER

267

267

BERA CRESIC ADDITION

LANCASTER CITY COUNCIL

Agenda Communication

October 28, 2013

Item 3

Consider a resolution authorizing the City Manager to execute a Fire Protection Agreement with Dallas County for the provision of fire protection services to unincorporated areas adjacent to the City of Lancaster.

This request supports the City Council 2013 - 2014 Policy Agenda.

Goal: Safe, Healthy, Community

Background Since October, 1983 the City of Lancaster has had an Agreement to provide fire protection services to the portion of the County that is adjacent to our City. This Agreement continues that response to the area. The City of Lancaster will bill the County \$400.00 per fire response into this area. This is an increase from \$395.00 per response previously.

Considerations

- **Operational** – No operational changes needed. The Lancaster Fire Department currently responds into this unincorporated area approximately 40 times a year.
- **Legal** – This Agreement provides the legal authority to respond in the area and bill the County. The resolution has been reviewed and approved as to form by the City Attorney.
- **Financial** – This Agreement provides for \$400 per fire response incident to the area.
- **Public Information** – The item is considered at a meeting of the City Council noticed in accordance with the Texas Open Meetings Act.

Options/Alternatives

1. Approve the Resolution as presented.
2. Reject the Resolution and discontinue fire protection provided to the County area adjacent to our City.

Recommendation

Staff recommends approval of the Resolution as presented.

Agenda Communication

October 28, 2013

Page 2

Attachments

- Resolution
 - Fire Protection Agreement
-

Submitted by:

Thomas Griffith, Fire Chief

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A FIRE PROTECTION AGREEMENT WITH DALLAS COUNTY FOR THE PROVISION OF FIRE PROTECTION TO UNINCORPORATED AREAS ADJACENT TO THE CITY OF LANCASTER; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Dallas County has requested the City of Lancaster to provide Fire protection to the residents in the unincorporated areas adjacent to the City of Lancaster; and

WHEREAS, the City of Lancaster has agreed to provide fire protection to the residents in the unincorporated areas adjacent to the City of Lancaster; and

WHEREAS, this Agreement between the City of Lancaster and the County of Dallas to provide services for a cost of \$400.00 for each approved fire response; and

WHEREAS, the City Council of the City of Lancaster finds it in the best interest to provide such services to the residents in the unincorporated areas adjacent to the City of Lancaster.

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

Section 1. That the City Council hereby authorizes the City Manager to execute the Fire Protection Agreement attached hereto and incorporated herein as Exhibit A.

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

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

Section 4. 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 28th day of October 2013.

ATTEST:

APPROVED:

Dolle K. Downe, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

Robert De Los Santos - 20
Fire Marshal

COURT CORDER

ORDER NO. 2013 1484

DATE: September 10, 2013

STATE OF TEXAS §

COUNTY OF Dallas County §

*Original
to be returned
(Lancaster)*

BE IT REMEMBERED, at the regular meeting of the Commissioners Court of Dallas County, Texas, held on the 10 day of September, 2013, on motion made by Dr. Elba Garcia, District 4, and seconded by John Wiley Price, District 3, the following order was adopted.

WHEREAS, Dallas County Commissioners Court was briefed on August 13, 2013; and

WHEREAS, Dallas County Commissioners Court has executed one-year agreements with automatic renewals for the next two consecutive years with neighboring cities for Fire Protection in the unincorporated areas adjacent to their respective cities since October 1983; and

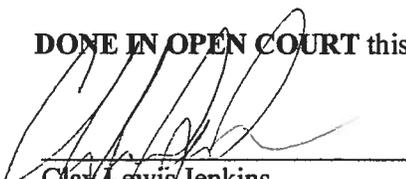
WHEREAS, the need still exist for fire protection in the unincorporated areas of Dallas County; and

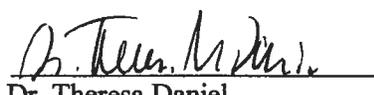
WHEREAS, agreement has been reached for this service to be provided by certain cities within Dallas County at a cost of \$400.00 for each approved fire response.

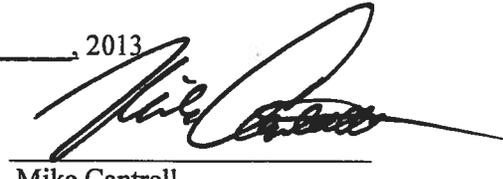
IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Dallas County Commissioners Court does hereby approve the attached Fire Protection Agreement between Dallas County and the following cities, and authorizes Dallas County Judge to execute same on behalf of Dallas County.

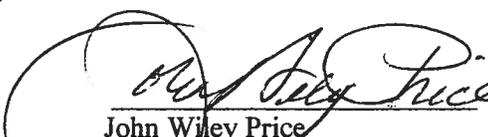
City of De Soto City of Lancaster City of Hutchins
City of Sachse City of Wilmer

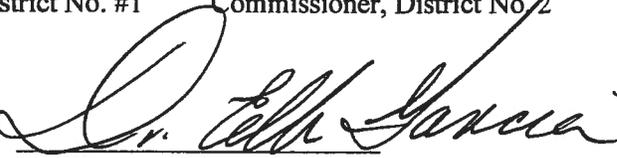
DONE IN OPEN COURT this the 10 day of September, 2013


Clay Lewis Jenkins
Dallas County Judge

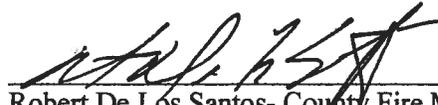

Dr. Theresa Daniel
Commissioner, District No. #1


Mike Cantrell
Commissioner, District No. 2


John Wiley Price
Commissioner, District No. 3


Dr. Elba Garcia
Commissioner, District No. 4

Recommended By: 
Darryl Martin- Dallas County Court Administrator


Robert De Los Santos- County Fire Marshal



Dallas County
 Fire Marshal's Office
 509 Main Street, Suite 310 Dallas Texas 75202
 Main: 214.653.7970 Fax: 214.653.6372



DATE: July 31, 2013
 TO: Chief Griffith, Lancaster Fire & Rescue
 FROM: Robert De Los Santos – Chief – Dallas County Fire Marshal
 REF: Renewal Contracts for Fire & Ambulance Protection

DALLAS COUNTY
 COMMISSIONERS COURT
 13 AUG 28 AM 8:29

Chief, again it is time to renew the contract agreements between the City of Lancaster and Dallas County. Attached you will find the contracts for the Fire and Ambulance Protection of the unincorporated areas adjacent to your city. After your review, please forward these to your Mayor and City Council for a resolution approving said contracts. The renewal date is October 1, 2013, and runs for a three year period, as identified within the documents. There is one main change to this year contracts, in that we have increased the run amounts for both fire and ambulance responses. We realize that the rates have been the same for many years, and hope that the increases will meet your approval.

Attached to each document is an area response map of the assigned county district. Also, attached is one extra copy of the response map for your department. Please leave the maps that are attached to each document for the official record. Upon completion of your city resolution and mayor's signature, please notify me and we will have them picked up. From that point they must go before the Dallas County Commissioners Court for their approval. A copy of the fully signed contract will be returned to you immediately thereafter.

We thank you and your department for your continued assistance in covering the assigned portions of unincorporated Dallas County adjacent to your city. If you have any questions, please contact me at 214/653-7970.

Respectfully,


 Robert De Los Santos – Chief
 Dallas County Fire Marshal

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

FIRE PROTECTION AGREEMENT

WHEREAS, the Lancaster, Texas (the “City”), has agreed to provide fire protection services to the unincorporated areas of the County of Dallas, (the “County”), and

WHEREAS, County has requested the City to provide such services with City owned and City operated fire protection equipment.

NOW THEREFORE, this Agreement (the “Agreement”) between City and County is hereby made between said City and County as follows:

I.

SERVICES

For the consideration stated herein, the City agrees to (i) furnish fire protection services, and (ii) to answer all fire calls in the assigned unincorporated area adjacent and/or near the corporate limits of said City, as shown on the official fire protection zone map of the County, a copy of which is attached hereto as Exhibit “A” and made a part hereof for all purposes. Any deletions due to annexations or any additions due to de-annexations will be furnished to the City by the County Fire Marshal and the official map shall be updated by the City to reflect these changes. Responses shall continue into any annexed area until official notice is received from the County Fire Marshal. Response shall commence into any de-annexed area when official notice is received from the County Fire Marshal.

II.

TERM

This Agreement shall be in effect during the County fiscal year of October 1, 2013 through September 30, 2014, and will automatically be extended for two additional one-year fiscal periods (October 1, 2015 through September 30, 2015, and October 1, 2016 through September 30, 2017)

provided, and only if County appropriates and budgets the necessary funds to pay for fire services in each of the succeeding one year fiscal periods. In the event that funds are not appropriated by County for a succeeding fiscal year, this Agreement shall terminate on the last day of the fiscal year in which funds are appropriated for such fiscal year.

III.

DEFINITIONS & CONDITIONS

1) "Fire Run" shall mean a fire response with a fire fighting vehicle into the assigned unincorporated area of the County where any type of extinguishing agent is applied to a fire, or where valid reasons can be provided by City as to why there was no need to apply an extinguishing agent to a fire. A Fire Run does not include the routine dispatch of a fire vehicle to the location/address of an "Ambulance Run" (as defined below), when the necessity of the fire vehicle at such location/address does not exist and is not required to meet the requirements of a valid Fire Run or an Ambulance Run.

2) "Ambulance Run" shall mean an ambulance response into the assigned unincorporated area of the County where any type of emergency medical treatment is performed, or when valid reasons are provided by City as to why there was no need to administer treatment

The following three (3) conditions may justify a Fire Run made in conjunction with an Ambulance Run:

- 1) an unconscious person is involved where CPR may need to be performed to sustain life;
- 2) an individual is experiencing breathing difficulties where additional personnel is needed for patient evaluation and administering life support; or
- 3) a motor vehicle accident ("MVA") has occurred where extrication is needed or fuel is leaking and must be washed away from the vehicle to assure safety of responders/patients or other types of rescue, where fire apparatus/skills are required.

IV.

REIMBURSEMENT BY COUNTY

The County agrees to reimburse the City at the rate of FOUR HUNDRED NO/100 DOLLARS (\$400.00) for each approved Fire Run that the City makes into the defined unincorporated area.

In order for the City to be eligible for reimbursement for a Fire Run, the Fire Run must be to a location within the unincorporated area assigned to City. When the City receives an original call for a Fire Run, the City must immediately notify the County Fire Marshal by contacting the Sheriff's Department by telephone or radio. The City must file with the County Fire Marshal, not later than five (5) days after the end of the calendar month, a certified list of the runs made into said unincorporated areas during the preceding month. Fire Runs that are not to a location in the assigned unincorporated area, or that have not been approved prior to a mutual aid assistance call, will be disallowed by the County Fire Marshal and no reimbursement will be made to the City for such runs.

The County Fire Marshal will notify the City of any response locations that cannot be located from the information provided on the run sheet, and of runs which are not eligible for reimbursement within thirty (30) days after the receipt of said City report. If a reply is not received from the City after the second request from the County Fire Marshal, the run will be disallowed. City will not be reimbursed for a Fire Run when (i) a fire vehicle is routinely dispatched to the same location/address of an Ambulance Run, (ii) the necessity for a fire vehicle at the location /address of an Ambulance Run does not exist, or (iii) a fire vehicle is not required to meet the requirements of a valid Fire Run or an Ambulance Run. All duplicate Fire Runs and Ambulance Runs to the same location/address must be verified by the County Fire Marshal for validity and the necessity of such duplicate run must be established by the City in order to be

eligible for reimbursement. County will reimburse the City for all eligible Fire Runs within thirty (30) days after the end of each quarter year during the Agreement Term.

V.

MUTUAL AID ASSISTANCE

City agrees that it will provide mutual aid assistance to the County when requested, provided it may do so without endangering the property and lives of its own citizens.

VI.

TERMINATION

This Agreement may be terminated by either party without cause by giving the other party ninety (90) days prior written notice of the termination.

VII.

LIABILITY

City and County agree to be responsible each for their own negligent acts or omissions, or other tortious conduct in the course of performance of this Agreement without waiving any sovereign immunity, governmental immunity or other defenses available to the parties under federal or State 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. All parties agree that any such liability or damages occurring during the performance of this Agreement caused by the joint or comparative negligence of the parties, or their employees, agents or officers, shall be determined in accordance with comparative responsibility laws of Texas.

City acknowledges and agrees that County is prohibited by Article XI, Section 7 of the Texas Constitution from indemnifying City or any other third party for damages arising under this Agreement.

VIII.

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: Fire Marshal
 County of Dallas
 Records Building
 509 Main St. – Room 310
 Dallas, Texas 75202

To City: Fire Chief, Thomas Griffith
 Lancaster Fire & Rescue
 1650 N. Dallas Ave
 Lancaster, Texas 75134

VIII

MISCELLANEOUS

A. Applicable Law. This Agreement is expressly made subject to County's Sovereign Immunity, Title 5 of the Texas Civil Remedies Code and all applicable laws. This Agreement and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas and venue shall lie exclusively in the state and federal courts of competent jurisdiction sitting in Dallas County, Texas.

B. Entire Contract. This Agreement, including all Exhibits, and Addendum, constitutes the entire agreement between the parties hereto and may not be modified except by an instrument in writing executed by the parties hereto.

C. Binding Effect. This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto as well as the parties themselves; provided, however, that County, its successors and assigns shall be obligated to perform County's covenants under this Agreement only during, and in respect of their successive periods as County during the term of this Agreement.

D. Fiscal Funding. Notwithstanding any provisions contained in this Agreement, the obligations of the County under this Agreement are expressly contingent upon the availability of funding for each item and obligation for the Term of the Agreement and any pertinent extensions. City shall have no right of action against County in the event County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to City at the earliest possible time.

E. Severability. If any provision of this Agreement shall be held invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provision shall remain in full force and effect.

F. Amendment. This Agreement may not be amended except in a written instrument specifically referring to this Agreement and signed by the parties hereto.

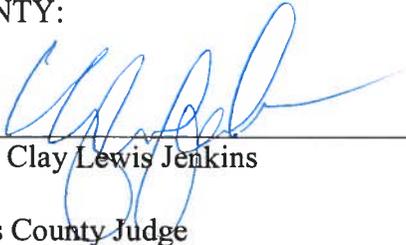
G. Number and Gender. Words of any gender used in this Agreement shall be held and construed to include any other gender and words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise.

H. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

I. This Agreement shall not become effective until approved by City Resolution and Commissioners' Court Order. A copy of the respective Resolution and Order will be furnished to each signing entity.

By their signatures below, the duly authorized representatives of City and County accept the terms of this Agreement in full.

COUNTY:

X 
BY: Clay Lewis Jenkins
Dallas County Judge

CITY:

BY: _____
Mayor of Lancaster

RECOMMENDED BY:


By: Darryl Martin- Dallas County Court Administrator


By: Robert De Los Santos – County Fire Marshal

APPROVED AS TO FORM*:

**CRAIG WATKINS
CRIMINAL DISTRICT ATTORNEY**

**TERESA GUERRA SNELSON
CHIEF, CIVIL DIVISION**

BY: _____



Randall Miller
Assistant District Attorney

*** By law, the Dallas County District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).**

EXHIBIT "A"
FIRE PROTECTION ZONE MAP



ESN # 267 Lancaster

Dallas

Wilmer

Lancaster

Ferris

WILMER

WILMER

267

267

ADDITION

LANCASTER CITY COUNCIL

Agenda Communication

October 28, 2013

Item 4

Consider a resolution accepting the terms and conditions of a Sanitary Sewer Easement Document for the installation of a sewer line across Dallas County's 125-acre Ten Mile Creek Preserve and the compensation for the easement, by and between Dallas County and City of Lancaster.

This request supports the City Council 2013-2014 Policy Agenda.

Goal: Sound Infrastructure

Background

The City of Lancaster has completed the Keller Branch Sewer Line replacement Project, Phase 1, which involved upsizing an old 12-inch vitrified clay sewer line to 18-inch PVC. The project spanned from the Trinity River Authority (TRA) interceptor at Ten Mile Creek to Beltline Road on the north side. As a part of the project, the City also performed work on Dallas County's 125-acre Ten Mile Creek Preserve Area, by Nokomis Road and Beltline Road, within the City of Lancaster.

The City of Lancaster is currently requesting a Permanent Sanitary Sewer Easement across Dallas County's 125-acre Ten Mile Creek Preserve for the completed Keller Branch project. The requested easement is 40 feet wide and 2,395 feet long. The City has agreed to pay \$6,619.15 for the easement and appraisal fees. In addition, the City will install an identification sign for the west side of the preserve, as compensation for the small-caliper trees that had to be removed, as a part of the sewer line replacement project.

Considerations

- **Operational** – Phase 1 of the Keller Branch Sewer Line replacement project has been completed. The project was to upsize and replace 12-inch clay sewer line with 18-inch PVC.
- **Legal** - The resolution and Easement document have been reviewed and approved as to form by the City Attorney.
- **Financial** – The City will compensate Dallas County \$6,619.15 for the easement, inclusive of appraisal fees. The City will also purchase and install an identification sign for the Ten Mile Creek Preserve, valued at approximately \$3,337. The project was funded utilizing 2011 Series bonds authorized at the September 26, 2011 council meeting.

Page 2

- **Public Information** – This item is being considered at a meeting of the City Council noticed in accordance with the Texas Open Meetings Act.

Options/Alternatives

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

Recommendation

Staff recommends approval of the resolution as presented.

Attachments

- Resolution
 - Exhibit 1 – Dallas County Easement Document
-

Submitted by:

Shwetha Pandurangi, P.E., CFM, City Engineer

RESOLUTION NO. 2013-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, ACCEPTING THE TERMS AND CONDITIONS OF A SANITARY SEWER EASEMENT DOCUMENT FOR THE INSTALLATION OF A SEWER LINE ACROSS DALLAS COUNTY'S 125-ACRE TEN MILE CREEK PRESERVE AND THE COMPENSATION FOR THE EASEMENT, WHICH IS ATTACHED AS EXHIBIT 1, BY AND BETWEEN DALLAS COUNTY AND THE CITY OF LANCASTER; AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lancaster desires to execute a Sanitary Sewer Easement Document with Dallas County in connection with the upsizing of existing vitrified clay 12-inch to an 18-inch PVC sewer line, located with the 125-acre Ten Mile Creek Preserve;

WHEREAS, the City Council of the City of Lancaster has agreed to pay the County \$6619.15 for said easement and appraisal fees and install a new identification sign for the west side of the preserve as compensation for the small caliber trees that had to be removed as a part of the project;

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

SECTION 1. That the Forty Foot (40') Sanitary Sewer Easement for Keller Branch Phase I Document by and between Dallas County and the City of Lancaster, which is attached hereto and incorporated herein by reference as Exhibit 1, 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 accepted.

SECTION 2. That the Mayor is hereby authorized to execute said agreement as depicted in Exhibit 1.

SECTION 3. Any prior resolution 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 invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared severable.

SECTION 5. That this resolution shall take effect immediately from and after its passage and it is so duly resolved.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 28th day of October 2013.

ATTEST:

APPROVED:

Dolle K. Downe, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

COURT ORDER

17

*Rick Sorelyg - Planning
Development*

Original

CASE NO: 2013 1571

DATE: September 24, 2013

STATE OF TEXAS

COUNTY OF DALLAS

BE IT REMEMBERED, at a regular meeting of Commissioners Court of Dallas County, Texas, held on the

24th day of September 2013, on a motion made by Mike Cantrell, District 2 and seconded by John Wiley Price, District 3, the following Court Order was adopted:

WHEREAS, on August 27, 2013, the Dallas County Commissioners Court was briefed on a request from the City of Lancaster for a Permanent Sanitary Sewer Easement across the County's 125-acre Tenmile Creek Preserve to install an eighteen-inch sanitary sewer to replace an existing forty-year-old twelve-inch line; and

WHEREAS, because the sewer line that is being replaced existed prior to the County owning the property which comprises this preserve, it was initially thought that the City already possessed the easement that is now being requested; and

WHEREAS, providing the requested easement will allow the City to adequately serve its population which has tripled since the twelve-inch line was installed and will do so without adversely affecting the preserve; and

WHEREAS, said permanent easement is forty feet wide and 2395 feet long (i.e., 95,815 square feet or 2.1996 acres) whose value was determined to be \$2420 and appraisal fees in the amount of \$4199.15; and

WHEREAS, the City has agreed to pay the County \$6619.15 for said easement and appraisal fees and install a new identification sign for the west side of the preserve as compensation for the small-caliber trees that had to be removed as part of the sewer replacement.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Dallas County Commissioners Court approves the sanitary sewer easement for the installation of a sewer line across the County's 125-acre Tenmile Creek Preserve and the compensation for the easement, the associated appraisal, and the small-caliber trees that have had to be removed, and authorizes the County Judge to sign the attached easement documents.

DONE IN OPEN COURT this the 24th day of September, 2013.

[Signature]
Clay Lewis/Jenkins, County Judge

[Signature]
Dr. Theresa M. Daniel, District #1

[Signature]
Mike Cantrell, District #2

[Signature]
John Wiley Price, District #3

[Signature]
Dr. Elba Garcia, District #4

Recommended by: *[Signature]*

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

PERMANENT 40' SANITARY SEWER EASEMENT AND ADDITIONAL TEMPORARY CONSTRUCTION EASEMENT

Grant of Permanent Easement. On the Effective Date shown below, Dallas County, Texas ("County" or "Grantor") grants to City of Lancaster, Texas, including its officers, employees, heirs, executors, administrators, successors, and assigns, who are authorized by Contractor as necessary participants herein (collectively, "Contractor" or "Grantee"), a non-exclusive Sanitary Sewer/Construction Easement for the City of Lancaster Keller Branch Phase I Pipe Burst Project ("Permanent Easement"), together with the right of ingress and egress, that shall be covenants running with the land for the life of such Permanent Easement for and in consideration of Contractor's strict compliance with the terms and conditions stated on this document for the purpose specified below (Permitted Project) for the 125-acre tract of real property located along the east side of Nokomis Road where the TenMile Creek runs as shown on the attached Exhibit A and further described as 801 Nokomis Road, Lancaster, Texas and recorded in Volume 85232, Page 3278, Real Property Records, Dallas County, Texas (collectively, "Permanent Property") attached and incorporated herein by reference for all purposes.

Grant of Temporary Construction Easement. Additionally, County hereby grants Contractor together with Contractor's Personnel – including its contracted consultants, contractors, subcontractors, as well as their respective officers, agents and employees – who are authorized by Contractor as necessary participants herein (collectively, "Contractor") a non-exclusive Temporary Construction Easement, together with the right of ingress and egress, for and in consideration of Contractor's strict compliance with the terms and conditions stated in this document for the Permitted Project as described below over, under and across the 125-acre tract of real property located along the east side of Nokomis Road where the TenMile Creek runs as shown on the attached Exhibit A and further described as 801 Nokomis Road, Lancaster, Texas.

This Permanent Easement and Temporary Construction Easement (collectively, "Easement") on the respective Permanent Property and Temporary Property (collectively, "Property") is subject to (a) any existing public or private utility, drainage, railroad or communication facility located in, on, under or upon Property; (b) all vested rights presently owned by any public or private railroad, utility or communication company for the use of the Property for facilities presently located within the boundaries of the Property; (c) any existing lease, easement or other interest in the Property granted by County to any individual, corporation or other entity; (d) any and all existing agreements by and between the County of Dallas and the State of Texas or any other U.S. government, and/or existing right of the general public to utilize the Property; (e) any and all valid and applicable prior deed restrictions; and/or (f) any erosion, accretion, drainage, or emulsion that may change the boundary lines surveyed.

County, including its heirs, executors, administrators, successors and assigns, shall retain all original property rights, including, without limitation, recreational use, wildlife and/or botanical habitat, parking, and storage.

1. **TERM.**

- (A) **Permanent Easement.** Unless otherwise stated in this Easement, the Term of the Permanent Easement shall begin on February 4, 2013 (“Effective Date”) and shall be permanent.
- (B) **Temporary Construction Easement.** Unless otherwise stated in this Easement, the Term of the Temporary Construction Easement shall begin on the Effective Date and shall terminate upon the earlier occurrence of August 8, 2013 (“Expiration Date”) or the completion of the Permitted Project (“Completion Event”)

2. **WARRANTY.** Notwithstanding any provision to the contrary, County makes no expressed, implied, or statutory warranty of title, ownership, condition, habitability, tenantability, merchantability, or fitness for a particular purpose.

3. **PERMITTED PROJECT AND WORK PLANS.**

- (A) **For Permanent Property.** Specifically the Permanent Property shall be used by Contractor solely for maintaining, constructing, laying, replacing, repairing, rebuilding, operating, removing, changing and installing on, in, under, over, along, upon and across the Permanent Property for the purpose of pipe-bursting existing sanitary sewer line, with the right and privilege of ingress, egress, and regress in, along, upon, under and across the Permanent Property. Prior to the commencement of the Permitted Project, Contractor shall submit to the Dallas County Director of Public Works, or his designated agent, a detailed specification or plan of design, work, operation and maintenance, including, without limitation, the exact location, type, depth, and cathodic protection measures, for the Permitted Project. If approved, a true and correct copy of such specifications and plan (“Plan Documents for Permanent Easement”) shall be retained in the Dallas County Trail and Preserve Program (“TAPP”) file cabinet in the Dallas County Administration Building, 411 Elm Street, 3rd Floor, Dallas, Texas, and titled Sanitary Sewer/Construction Easement for the City of Lancaster Keller Branch Phase I Pipe Burst Project at TenMile Creek Preserve, and shall be incorporated herein by reference for all purposes. Should Contractor wish to substantially deviate from the Plan Documents for Permanent Easement, Contractor shall stop work or not commence the Permitted Project until County has reviewed, and/or commented, and approved the modified Plan Documents for Permanent Easement for commencement or continuance. Upon approval of the modified Plan Documents, the modified Plan Documents for Permanent Easement shall take effect, and be incorporated herein by reference for all purposes and in the same manner as the prior approved version of the Plan Documents for Permanent Easement. A true and correct copy shall replace the prior version of the Plan Documents for Permanent Easement in the County’s files with a cover page that indicates the approval date.
- (B) **For Temporary Property.** Specifically the Temporary Property shall be used by Contractor solely for the purpose of pipe-bursting the existing sanitary sewer line, with the right and

privilege of ingress, egress, and regress in, along, upon, under and across the Permanent Property. Prior to the commencement of the Permitted Project, Contractor shall submit to the Dallas County Director of Public Works, or his designated agent, a detailed specification or plan of design, work, operation and maintenance, including, without limitation, the exact location, type, depth, and cathodic protection measures, for the Permitted Project. If approved, a true and correct copy of such specifications and plan ("Plan Documents for Temporary Construction Easement") shall be retained in the Dallas County Trail and Preserve Program ("TAPP") file cabinet in the Dallas County Administration Building, 411 Elm Street, 3rd Floor, Dallas, Texas, and titled Sanitary Sewer/Construction Easement for the City of Lancaster Keller Branch Phase I Pipe Burst Project at TenMile Creek Preserve, and shall be incorporated herein by reference for all purposes. Should Contractor wish to substantially deviate from the Plan Documents for Temporary Construction Easement, Contractor shall stop work or not commence the Permitted Project until County has reviewed, and/or commented, and approved the Plan Documents Temporary Construction Easement for commencement or continuance. Upon approval of the modified Plan Documents the modified Plan Documents for Temporary Construction Easement shall take effect, and be incorporated herein by reference for all purposes in the same manner as the prior approved version of the Plan Documents for Temporary Construction Easement. A true and correct copy shall replace the prior version of the Plan Documents for Temporary Construction Easement in the County's files with a cover page that indicates the approval date.

(C) County Use of Property. This Easement is made expressly subject and subordinate to the right of County to use the Property for any purpose; provided, however, such use shall not prevent Contractor from use of the Property as authorized herein or result in intentional damage to or destruction of the sanitary sewer constructed by Contractor pursuant to this Easement.

4. NOTICE TO COMMENCE, NOTICE OF COMPLETION, AND VACATING THE TEMPORARY PROPERTY. Upon approval by County to commence the Permitted Project, and prior to the actual commencement, Contractor shall provide a seventy-two (72) hours written Notice to Commence to the County Director of Planning and Development, or his designated agent, unless the 72 hours is specifically modified by the County Director of Planning and Development. If the Permitted Project is completed earlier than the Expiration Date, Contractor shall provide a written notice to the County Director of Planning and Development by 5:00 P.M. of the day of Completion Event. Contractor must vacate the Temporary Property by 5:00 P.M. of the Expiration Date or the day of the Completion Event.

5. PAYMENT. Contractor shall pay County Six Thousand One Hundred Ninety Nine and 15/100 Dollars \$6,199.15 (Two Thousand Four Hundred Twenty and 00/100 Dollars (\$2,420.00)) for the Easement and the fee for the in-house appraisal is Four Thousand One Hundred Ninety Nine and 15/100 Dollars (\$4,199.15).

6. CONTRACTOR'S ASSURANCES. In connection with Contractor's Easement and Permitted Project, Contractor shall, without limitation:

- (A) Require and ensure of its Personnel the same duties and obligations to County throughout this entire Easement;
- (B) Assure that the Permitted Project will not interfere with the use of the Property by the general public. Contractor agrees to ensure public safety during the Permitted Project, including, but not limited to, posting of fences, barriers, warning signals, and barricades in or around areas containing potential hazards created by the Permitted Project, so that the public is sufficiently warned about work in progress at all time;
- (C) Not create, either collectively or individually, any hazard or nuisance; not cause a threat to the health, environment or safety of the public; and/or not impair nor prevent access by the general public. Contractor further agrees to pay for any property damage that result from the Permitted Project;
- (D) Conduct its business in a safe, careful, professional and lawful manner, as well as keep and maintain the Property in practically the same condition as it was when Contractor first enter to commence on Permitted Project, except to the extent the Property must be modified to accommodate construction of the Permitted Project in accordance with the Plan Documents for Permanent Easement;
- (E) Use, generate, release, discharge, store, dispose, or transport any Hazardous Materials on, under, in, above, to, or from the Property only as necessary, and in strict compliance with all applicable federal, state, and local laws, rules, regulations, and orders. For purposes of this provision, the term, "Hazardous Materials," shall mean and refer to any wastes, materials, or other substances that require special handling or treatment under any applicable local, state, or federal law, rule, regulation, or order;
- (F) Not use, nor permit the use of the Property, or its adjoining property, for any purpose that may be in violation of any laws pertaining to health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Texas Water Code, and the Texas Solid Waste Disposal Act, as amended. Contractor warrants that the Permitted Use of the Property will not result in the disposal or other release of any hazardous or regulated substances or solid waste on or to the Property, and that it will take all steps necessary to ensure that no such hazardous or regulated substances or solid waste will ever be discharged onto the Property by Contractor;
- (G) Ensure that first soil (top soil) removed is last soil replaced, restore the surface grade of the land to the original elevations, compaction, and drainage configurations that existed prior to Contractor's performance. Contractor's restoration shall be completed in a timely manner;
- (H) Re-sow with wildflower seed or native grass (appropriate to the soil type and sun exposure of the property) all areas upon which the surface is disturbed by the construction of the line. Reseeding will be of a Texas mixed variety at a rate of at least six pounds per acre. Contractor shall utilize good quality Texas seed. Contractor, however, is not responsible for the success of establishment of the wildflowers. Contractor, acting as County's maintenance partner, hereby assumes co-responsibility for future maintenance of such wildflower areas;

- (I) Ensure that no tree 12 inches or greater in diameter shall be removed for construction unless specific permission has been granted by the County. Replace any trees 3-inches or greater in diameter, if any, with trees on a 2-inch for 1-inch ratio, with the replacement trees being a minimum of 3-inches (i.e., one 12-inch tree replaced with six 3-inch trees) of a mixed variety, preferably Native Texas hardwoods common to this region. A two-year re-establishment period will be required with a minimum 50% survival rate. Trees are to be planted within six (6) months after construction is completed.

In lieu of the above stated tree replacement, the Contractor has agreed to install an identification sign for the west side of the preserve. The County has accepted the sign replacement as compensation for the trees that were removed and were subject to remediation. A true and correct copy shall be retained in the TAPP file cabinet in the Dallas County Administration Building, 411 Elm Street, 3rd Floor, Dallas, Texas, and titled "Tree Mitigation Plan," and shall be incorporated herein by reference for all purposes;

- (J) Assure that it is cognizant of the character of its maintenance, construction, operation and work on the Property;
- (K) Not park, nor permit to be parked, overnight any vehicles on the Property except during Permitted Project and periodic inspections. No vehicle of any kind, type or nature will be abandoned on the Property by Contractor;
- (L) Perform all maintenance, construction, work, operations, alterations or improvements in a professional and reputable manner and in strict compliance with approved plans, drawings, specifications, maintenance, and construction schedules as furnished to County;
- (M) Be solely responsible for the issuance and compliance with all building permits, certificates of occupancy, and all other such requirements;
- (N) Pay all costs as they shall become due, and shall not allow any lien, including, but not limited to, mechanics and materialmen liens, and/or construction liens to be placed on the Property. In the event that a lien is filed, Contractor shall, at no cost and expense to County, pay in full all costs and expenses, including, but not limited to, attorneys' fees, and cause such lien to be released, and the release filed in the real property records of Dallas County, Texas;
- (O) Assure that Contractor's maintenance, construction, operation and work on the Property shall not alter the topography, shall not impair the drainage, and shall not impound or divert the water into any other drainage area;
- (P) Be solely responsible for the determination of the existence of utility, drainage, railroad, or communication facilities and to perform maintenance, construction, operation, or work on Property without damage, interference or conflict. In the event that there is a conflict between the Permitted Project and such existing facilities, Contractor shall be responsible for and shall design, operate, install, and construct, in such a manner as to provide for a minimum clearance so as not to cause damage to or interruption of such utility or communication facilities;

- (Q) Be solely responsible, irregardless of the review, approval, and/or comments by County regarding the Plan Documents, for the construction, operation, work, design and maintenance of the Permitted Project, including, without limitation, the job site, inspection and certification that the Property is safe for work; preparation of safety plans, training and compliance with all applicable state and federal labor laws and regulations; ensuring that all personnel are properly trained and supervised to carry out Permitted Project; development of procedure to detect and warn of hazardous conditions, including use of hazardous or regulated materials, substances or equipment; inspection and testing of all materials to be used in the Permitted Project; and compliance with all applicable state, federal wage and labor laws and all trademark, patents and copyright laws; and will look solely to industry standards for architectural and engineering sufficiency;
- (R) Agree that County and its authorized agents have the right to enter the Property at any time for the purpose of examination, inspection, repairs, alternations, or improvements to the Property as County may deem necessary or desirable, but that would not unreasonably interfere with Contractor's use of the Easement or defeat the function and purpose of the Easement;
- (S) Maintain the Property in good order, including removal from the Property not less frequently than weekly, and prior to providing Contractor's notice of completion, without cost to County, all debris, surplus, trash, substance and materials placed on the Property by Contractor. Contractor shall dispose of same in proper trash receptacles and in accordance with applicable law, ordinance, regulation and County policy. Contractor shall also remove all of its tools, equipment and materials from the Property at no cost to Count upon the earlier of the Expiration Date or Completion Event; and
- (T) Not erect, nor permit others to erect, any structure on the Property except as approved in the Plan Documents.

7. **APPLICABLE LAWS AND AGENCY APPROVALS.** Contractor, without any cost or expense to County, shall comply with all applicable laws, statutes, ordinances, rules, regulations and orders, including any zoning ordinances, required licenses, permits, certifications, or other approvals from any agencies to carry on Permitted Project. Failure to be aware of such requirements or to comply with any parts thereof shall be grounds for Termination of this Easement at County's discretion and shall subject Contractor to all available remedies that County may pursue.

8. **HAZARDS / DANGERS ON PROPERTY.** Contractor shall enter the Property at Contractor's own risks. County shall not be responsible for any known or unknown dangers, hazards, or risks on Property, including, without limitation, poisonous snakes, wild animals, traps, and holes. Contractor shall not destroy or harm any federally, state, or locally protected animals.

9. **DUTY OF CARE IN PERFORMANCE.** If Contractor, including any of its materials and equipment, causes damage to the Property, or its adjacent property, the Contractor shall immediately replace or repair the damages at no cost or expense to County and restore the Property to its condition at the commencement of the Permitted Project. Repair or replacement of damaged areas

of Property shall be performed in a professional manner and using high quality materials. Repair or replacement of damaged areas of Property includes, without limitation, re-seeding, replanting, compacting to the original density and resurfacing any holes, ditches, or other indentations, as well as any mounds or other inclines created by any excavation by Contractor. If Contractor fails or refuses to make such repair or replacement: County shall have the right, but not the obligation, to make or affect any such repair or replacement subject to reimbursement from Contractor; this Easement shall be revoked at County's discretion, without any cost to County; and Contractor shall remove all of the improvement under the Permitted Project, equipment, tools, waste or other items that were not originally found from the Property within ten (10) calendar days of such revocation.

10. INSURANCE FOR TEMPORARY CONSTRUCTION EASEMENT.

- (A) Without limiting any of the other obligations or liabilities of the Contractor, Contractor agrees that it will have and maintain without cost to County, in full force and effect minimum insurance with companies approved by the State of Texas and satisfactory to County.
- (B) As a condition precedent to commencement of any work, not later than ten (10) calendar days after the Effective Date of this Temporary Construction Easement, Contractor shall furnish to the *Dallas County Director of Purchasing* (at the same address given below under this Insurance heading) the following minimum insurance coverage for Contractor that show the County as the certificate holder and covers the period of the Term of this Temporary Construction Easement and any renewals:
 - 1) Statutory Workers' Compensation Insurance that meets the requirements of the Texas Workers' Compensation Act, Title 5, Subtitle A of the Texas Labor Code, or, if self-insured, then Contractor must provide to County evidence of a certificate issued by the Workers' Compensation Commission approving such self-insurance for Contractor. If Contractor has no employee (as defined by the Texas Workers' Compensation Act), Contractor shall provide County with a sworn Affidavit in lieu of a Certificate of Insurance, which Affidavit shall be attached and incorporated into this Temporary Construction Easement by reference for all purposes, and which shall state that there is no employee. Contractor also represents that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with an appropriate insurance carrier, or in the case of self-insurance, with the Texas Workers' Compensation Commission. Providing false or misleading information may subject Contractor to administrative penalties, criminal penalties, civil penalties or other civil actions.

<u>Types of Coverage</u>	<u>Limits of Liability</u>
Workers' Compensation	Statutory
Employer's Liability	
Bodily injury by Accident	\$500,000.00 Each Accident
Bodily injury by Disease	\$500,000.00 Each Employee
Bodily injury by Disease	\$500,000.00 Policy Limit

- 2) Professional Liability Insurance or Errors and Omissions Insurance. Contractor shall indemnify County from defects, errors or omissions and shall secure, pay for and maintain in full force and effect during the Term of this Temporary Construction Easement and any subsequent extensions and thereafter for an additional five (5) years from the date of cancellation, termination or expiration of this Temporary Construction Easement or any subsequent extensions, sufficient errors and omissions insurance in a minimum amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) per occurrence with certificates of insurance evidencing such coverage to be provided to the County.
- 3) Commercial General Liability Insurance, including Contractual Liability Insurance. Contractor shall maintain Commercial General Liability Insurance coverage for the following: (a) Premises Operations; (b) Independent contractors or consultants; (c) Products/Completed operations; (d) Personal injury; (e) Contractual liability; (f) Explosion, collapse and underground; (g) Broad form property damage, to include fire legal liability. Such insurance shall carry a limit not less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00) for bodily injury, property damage, and blanket contractual coverage per occurrence with a general aggregate of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) and products and completed operations aggregate of Five Hundred Thousand and 00/100 Dollars (\$500,000.00). There shall not be any policy exclusion or limitations for personal injury, advertising liability, medical payments, fire damage, legal liability, broad form property damage, and/or liability for independent contractors and volunteers, or such additional coverage or increase in limits, including those contained within any bid specifications.
- 4) Comprehensive Automotive Liability Insurance: Any liability associated with the operation of a vehicle by Contractor and its Personnel in connection with the performance of services under this Temporary Construction Easement shall not be the responsibility of the County.
- 5) Pollution/Environmental Impairment Liability Insurance. Contractor shall maintain Pollution Liability Insurance with a limit not less than Two Million and 00/100 Dollars (\$2,000,000.00) for each occurrence for bodily injury, including death; loss or damage to property, including loss of use of damaged property or of property that has not been physically injured, cleanup costs, and costs and expenses incurred in the investigation, defense, or settlement of claims. Such insurance shall include automobile coverage forms.
- 6) Excavation Liability Insurance. Contractor shall maintain an XCU coverage with a limit not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence.

(C) Contractor agrees that with respect to the above referenced insurance, all insurance contracts/policies will contain the following required provisions:

- 1) Name County as an additional insured (as the interest of each insured may appear) as to all applicable coverage.

- 2) This insurance shall not be canceled, limited in scope or coverage or non-renewed until after thirty (30) calendar days prior written notice, or ten (10) calendar days for non-payment of premium, has been given by the insurance company to the County.
- 3) Provide for an endorsement that the "other insurance" clause shall not apply to the County where the County is an additional insured on the policy.
- 4) Provide for notice to the County to the person and at the address shown below by certified mail, return receipt requested, and full postage paid, sent to:

<p><i>Dallas County Director of Purchasing Records Building, 6th Floor 509 Main Street, Room 623 Dallas, Texas 75202-5799</i></p>	<p><u>Copy to:</u> <i>Dallas County Director of Planning & Development Administration Building 411 Elm St., 3rd Floor Dallas, TX 75202-3389</i></p>
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- 5) Contractor agrees to waive subrogation, and each applicable policy of insurance shall state a waiver of subrogation, against County, including its elected officials, officers, employees, volunteers, agents and representatives, for injuries, including death, property damage and/or any other loss.
- (D) Contractor shall be solely responsible for all cost of any insurance as required here, any and all deductible amount, which in no event shall exceed ten percent (10%) of the amount insured and in the event that an insurance company should deny coverage.
- (E) It is the intent of these requirements and provisions that Contractor's insurance covers all cost and expense so that the County, including its elected officials, officers, employees, volunteers, agents and representatives will not sustain any expense, cost, liability or financial risk as a result of the performance of services under this Temporary Construction Easement.
- (F) Insurance certificates. The certificates of insurance shall list Dallas County as the certificate holder. Any and all copies of Certificates of Insurance shall reference this Easement for which the insurance is being supplied. All insurance policies or duly executed certificates for the same required to be carried by Contractor under this Temporary Construction Easement, together with satisfactory evidence of the payment of the premium thereof, shall be delivered to the

<p><i>Dallas County Director of Purchasing Records Building, 6th Floor 509 Main Street, Room 623 Dallas, Texas 75202-5799</i></p>	<p><u>Copy to:</u> <i>Dallas County Director of Planning & Development Administration Building 411 Elm St., 3rd Floor Dallas, TX 75202-3389</i></p>
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within ten (10) calendar days of execution and/or renewal of this Temporary Construction Easement and upon renewals and/or material changes of such policies, but not less than fifteen (15) calendar days prior to the expiration of the term of such coverage, or such non-delivery shall

constitute a default of this Temporary Construction Easement subject to immediate termination at County's sole discretion.

- (G) All insurance coverage shall be on a per occurrence basis or a per claim basis if Contractor provides for five (5) year tail coverage, unless specifically approved in writing and executed by the County's Director of Purchasing and Risk Manager.
- (H) All insurance required to be carried by Contractor under this Temporary Construction Easement shall be acceptable to the County in form and content, in its sole discretion. Acceptance of or the verification of insurance shall not relieve or decrease the liability of the Contractor.
- (I) Minimum insurance is a condition precedent to any work performed under this Temporary Construction Easement and for the entire Term of this Temporary Construction Easement, including any renewals or extensions. In addition to any and all other remedies County may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, or such insurance lapses, is reduced below minimum requirements or is prematurely terminated for any reason, County shall have the right to:
 - 1) Order Contractor to stop work hereunder, which shall not constitute a Suspension of Work;
 - 2) Withhold any payment(s) which become due to Contractor until Contractor demonstrates compliance with the requirements and assurance and proof acceptable to County that there is no liability to County for failure to provide such required insurance;
 - 3) At its sole discretion, declare a material breach of this Temporary Construction Easement, which, at County's discretion, may result in:
 - a) termination of this Temporary Construction Easement;
 - b) demand on any bond, as applicable;
 - c) the right of the County to cure any damage or complete this Temporary Construction Easement by contracting with another contractor. Contractor will be fully liable for the difference in cost to County, which amount is payable to County by Contractor on demand; or
 - d) any combination of the above;
 - 4) Any combination of the above.
- (J) Approval, disapproval or failure to act by the County regarding any insurance supplied by Contractor shall not relieve Contractor of full responsibility or liability for damages and accidents as set forth herein. Neither shall bankruptcy, insolvency or denial of liability by any insurance company exonerate the Contractor from liability.

- (K) Acceptance of the services, or failure to act by County shall not constitute nor be deemed a release of the responsibility and liability of Contractor for the accuracy and competency of their services; nor shall such acceptance be deemed an assumption of responsibility or liability by County for any defect in the services performed by Contractor.
- (L) Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's performance of the work covered under this Temporary Construction Easement.
- (M) The provisions of this Section shall survive termination or expiration of this Temporary Construction Easement or any determination that this Temporary Construction Easement or any portion hereof is void, voidable, invalid or unenforceable.
- (N) Insurance Lapse. Pursuant to Section 94.73 of the Dallas County Code, if the Contractor fails to maintain the insurance required under the Temporary Construction Easement continuously at all times during the period stated in the Temporary Construction Easement, or otherwise has a lapse in any of the required insurance coverage, including workers' compensation coverage, the Contractor shall reimburse the County for any and all costs, including attorney's fees incurred by the County in curing said default.

In the event that the Contractor does not maintain insurance as required by the Temporary Construction Easement, the Contractor shall immediately cure such lapse at the Contractor's sole cost and expense, and pay the County in full for all costs and expenses incurred by the County under the Temporary Construction Easement as a result of the Contractor's failure to maintain insurance, including, but not limited to, any and all costs and reasonable attorney's fees relating to the County's efforts to cure such lapse in insurance coverage.

11. **INDEMNIFICATION**. County shall not be liable to Contractor for any injury to person or damage to Property, on or about the Property, including but not limited to, consequential damage, (1) caused by any act or omission of Contractor or any other person entering the Property by express or implied invitation of Contractor, or (2) arising out of the use of the Property by Contractor or (3) arising out of any breach or default by Contractor in the performance of its obligations hereunder, or (4) caused by any improvements located in or on the Property being out of repair or by physical defect, or by gas, water, steam, electricity or oil leaking, escaping or flowing into the Property, or (5) arising out of the failure or cessation of any service provided by County, if any.

County shall not be liable to Contractor for any loss or damage that may be occasioned by or through the acts or omissions of Contractor or of any other persons whomsoever. Further, County shall not be liable to Contractor for any inconvenience or loss to Contractor's connection with any of the repair, maintenance, damage, destruction, restoration, or replacement referred to in this Easement.

To the fullest extent allowed by law, Contractor agrees to indemnify and hold harmless County, its officers, employees, agents and representatives (collectively, "County") against all

claims, demands, actions, suits, losses, damages, liabilities, costs and/or expenses of every kind and nature (including, but not limited to, court costs, litigation expenses and attorney's fees) and all recoverable interest thereon, incurred by or sought to be imposed on County because of injury (including death) or damage to property (whether real, personal or inchoate), arising out of or in any way related (whether directly or indirectly, causally or otherwise) to: (1) the performance of, attempted performance of, or failure to perform, operations or work under this Easement by Contractor; (2) the condition of the premises on which said operations or work are being performed; (3) the selection, provision, use or failure to use, by any person or entity, of any tools, supplies, materials, equipment or vehicles (whether owned or supplied by County, or any other person or entity) in connection with said work or operations; or (4) the presence of Contractor on the Property. Contractor further agrees to defend, at its sole cost and expense (at the election of County) against any claim, demand, action or suit for which indemnification is provided hereunder.

Further Contractor shall release, defend and indemnify County from and against all loss, damage, claims, expense, including judgments and attorney's fees, and liability for bodily injury to, or death of, any person and loss of or damage to any property and loss of use thereof arising out of or in any way connected with the work upon or adjacent to any part of the Property, whether or not caused by or contributed by the presence in or operation of any facility or any operation, structure or facilities of County, or any other party, or by negligence or alleged negligence on the part of County.

Without in any way limiting or restricting the indemnification and defense agreements stated above, Contractor agrees that it is the intention of the parties that Contractor, and its insurers bear the entire risk of loss or injury to Contractor, or any other person present on the Property or performing any other act or service on Contractor's behalf or at its request, whether or not any such loss or injury is caused in whole or in part by any negligence or fault of County, and without seeking any contribution from County or its insurers.

County and its agents shall not be liable to Contractor for any injury or death to such persons or any damage to personal property occurring in or about the Property caused by the negligence or misconduct of Contractor or any other person.

12. **ASSIGNMENT.** Contractor shall not assign or transfer its rights under this Easement, in whole or in part, or permit any other person or entity, exclusive of Contractor and its subcontractors to use the rights granted herein or sublet all or any part of the Property without prior written consent of County, which County in under no obligation to grant.

13. **DEFAULT BY CONTRACTOR.** In the event Contractor shall be in default hereunder, if any, or shall otherwise breach its covenants or obligations, and shall be and remain in default for a period of ten (10) calendar days after written notice from County to Contractor of such default, County shall have the right and privilege of terminating this Easement and declaring the same at an end, and of entering upon and possession of the Property, and shall have the

remedies now or hereafter provided by law for recovery of rent, repossession of the Property and damages occasioned by such default.

14. REVERSION AND ABANDONMENT

Because County is not conveying to Contractor a fee simple title to Property, if Contractor ceases to use the Property for the Permitted Project for a continuous period of twelve (12) months, the Easement shall terminate accordingly and automatically revert back and vest in County free and clear of the Easement granted, exactly as it stands immediately prior to the execution of this Easement to Contractor. In such event, Contractor shall execute without cost to County, any and all documents and instruments that County deems necessary or expedient to effectuate the reversion to County of the Easement to the Property. Further, Contractor shall remove all improvements, facilities, equipment, materials, and appurtenances in order to restore the Property to its original condition immediately prior to the execution of this Easement.

15. TERMINATION, SUSPENSION AND SURVIVAL.

- (A) **Suspension.** Should County desire to suspend the work, but not terminate the Easement, County shall issue a written order to stop work. The written order shall set out the terms of the suspension. Contractor shall stop all work as set forth in this Easement and will cease to incur costs to County during the term of the suspension. Contractor shall resume work when notified to do so by County in a written authorization to proceed. If a change in the terms and conditions of payment for work of this Easement is necessary because of a suspension, a mutually agreed Easement amendment will be executed in accordance with this Easement.
- (B) **Termination.** The Easement may be immediately terminated as follows: (1) the earlier occurrence of the Completion Event or the Expiration Date with regards to the Temporary Construction Easement only; or (2) Contractor is in default or is in violation of any provision of this Easement; or (3) Upon written mutual agreement; or as additionally stated in other provision this Easement.
- (C) **Survival.** All provisions relating to insurance, indemnification, and duty of care by Contractor shall survive Termination of this Easement.

16. SURRENDER OF PROPERTY. Upon the earlier occurrence of the Expiration Date or Completion Event, Contractor shall have repaired any damage that was directly or indirectly caused by Permitted Project, shall have restored the Property to the condition that existed immediately prior to the commencement of the Permitted Project, and shall surrender the Property to County.

17. CONDEMNATION.

- (A) If the Property cannot be used for the purpose contemplated by this Easement because of condemnation or purchase in lieu of condemnation, this Easement will terminate.
- (B) Contractor shall not have any claim to the condemnation award or proceeds in lieu of condemnation.

18. LIMITATION OF WARRANTIES. There are no expressed, statutory or implied warranties, including but not limited to merchantability, fitness for the particular purpose, as to title, or of any other kind arising out of this Easement, and there are no warranties that extend beyond those expressly stated in this Easement.

19. NOTICES. Any notice, demand or request required or permitted to be given under this Easement or any law shall be deemed to have been given if reduced to writing and delivered in person or mailed by overnight or Registered Mail, postage paid, to the party who is to receive such notice, demand or request at the addresses set forth below, or at such other address as County or Contractor may specify from time to time by written notice. Such notice, demand or request shall be deemed to have been given three (3) days subsequent to the date it was so delivered or mailed to the following:

COUNTY:
Dallas County
Director of Planning & Development
Administration Building
411 Elm St., 3rd Floor
Dallas, TX 75202-3389

CONTRACTOR:
City of Lancaster
Director of Public Works
211 N. Henry St.
Lancaster, Texas 75146

Copy to:
Dallas County Director of Public Works
Administration Building
411 Elm St., 4th Floor
Dallas, TX 75202-3389

20. HOLDING OVER. In the event Contractor remains in possession of any part of the Property without the consent of County, or after the Expiration Date, or after the earlier Completion Event, Contractor shall pay to County a rental fee of \$1,500.00 per month in addition to any and all other cost, including, without limitation, storage cost. In addition, Contractor shall be liable to County for all damage occasioned by such holding over. Contractor shall vacate and surrender the Property to County as intended in this Easement. No holding over by Contractor, whether with or without the consent of County, shall operate to extend this Easement.

21. MISCELLANEOUS GENERAL PROVISIONS.

(A) Sovereign Immunity. This Easement is expressly made subject to governmental entities' sovereign immunity, pursuant to Title 5 of the Texas Civil Remedies Code and all applicable State and federal law. The parties expressly agree that no provision of this Easement is in any way intended to constitute a waiver of any immunities from suit or from liability that the parties have by operation of law. This Easement shall be governed by and constructed in accordance with the laws and case decision of the State of Texas. Exclusive venue for any legal action regarding this Easement filed by either party shall be in a State Court in Dallas County, Texas.

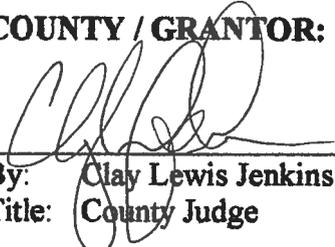
- (B) **Entire Agreement.** This Easement, including all attachments, Exhibits, and Addendum, if any, constitutes the entire agreement between the parties and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written.
- (C) **Binding Effect.** This Easement and the respective rights and obligations of the parties shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto as well as the parties themselves; except that County, its successors and assigns shall not be obligated to perform beyond the Term of this Easement.
- (D) **Severability.** If any term, covenant, condition or provision of this Easement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions, or provision of this Easement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby no third party beneficiaries. The terms and provisions of this Easement are for the benefit of the parties hereto and not for the benefit of any third party.
- (E) **Default/Waiver/Mitigation.** It is not a waiver of default if the non-defaulting party fails to declare a default or delays in taking any action. Waiver of any term, covenant, condition or violation of this Easement shall not be deemed or construed a waiver unless made in authorized written instrument, nor shall such waiver be deemed or construed a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained. The rights and remedies provided by this Easement are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or otherwise. Pursuit of any remedy provided in this Easement shall not preclude pursuit of any other remedies herein provided or any other remedies provided by law or equity, including injunctive relief, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any obligation of the defaulting party hereunder or of any damages accruing by reason of the violation of any of the terms, provisions, and covenants herein contained. Contractor has a duty to mitigate damages.
- (F) **Entirety and Amendments.** This Easement embodies the entire agreement between the parties and supersedes all prior agreements and understandings, if any relating to the Property and the matters addressed herein, and may be amended or supplement only by a written instrument executed by the party against whom enforcement is sought.
- (G) **Counterparts, Number, Heading, and Gender.** This Easement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Words of any gender used in this Easement shall be held and construed to include any other gender, and words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings are for the convenience of reference only and shall not be considered in any interpretation of this Easement.
- (H) **Conflicting or Ambiguous Provisions.** In the event of any ambiguity or inconsistency among the provisions of this Easement and or any incorporated or referenced or pertinent

documents, all parties agree that the provisions most favorable to the County shall control.

- (I) **Relationship of Parties.** Contractor is an independent contractor and not an agent, servant, joint enterpriser, joint venturor, or employee of the County, and is responsible for its own acts, forbearance, negligence and deeds, and for those of its Personnel in conjunction with the performance of services covered under this Easement. Contractor represents that it has, or will secure at its own expense, all Personnel required in performing the services herein. Such Personnel shall not be employees of or have any contractual relationship with the County.

- (J) **Signatory Warranty.** Each party represents that it has the full right, power and authority to enter and perform this Easement in accordance with all of the terms and conditions, and that the execution and delivery of Easement has been made by authorized representatives of each party to validly and legally bind the respective party to all terms, performances and provisions set forth in this Easement.

COUNTY / GRANTOR:



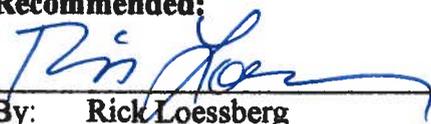
By: Clay Lewis Jenkins
Title: County Judge
Date: September 24, 2013

CONTRACTOR / GRANTEE:

By: _____
Title: _____
Date: _____



Recommended:

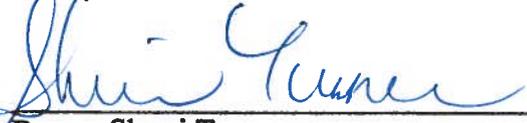


By: Rick Loessberg
Title: Director of Planning & Development

Approved as to Form

Craig Watkins
District Attorney

Teresa Guerra Snelson
Chief, Civil Division



By: Sherri Turner
Assistant District Attorney

*** By law, the District Attorney's Office may only advise or approve contracts or agreements or legal documents on behalf of its clients. It may not advise or approve a contract or agreement or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).**

KELLER BRANCH
TEN MILE CREEK PRESERVE
COUNTY OF DALLAS
JAMES MCMILLAN SURVEY, A-987
DALLAS COUNTY, TEXAS

CITY OF LANCASTER
40' PERMANENT SANITARY SEWER EASEMENT
Parcel SSE-1

REAL PROPERTY DESCRIPTION

BEING A PARCEL OF LAND OUT OF A 46.781 AND A 38.94 ACRE TRACTS OF LAND SITUATED IN THE JAMES MCMILLAN SURVEY, ABSTRACT NUMBER 987, DALLAS COUNTY, TEXAS, AS DESCRIBED BY DEEDS TO COUNTY OF DALLAS, RECORDED IN VOLUME 85232, PAGE 3278, AND INSTRUMENT NUMBER 200503526382, REAL PROPERTY RECORDS, DALLAS COUNTY, TEXAS, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 3/8 INCH IRON FOUND FOR THE NORTHWEST MOST NORTHERLY CORNER OF SAID COUNTY OF DALLAS 46.781 ACRE TRACT, AND THE SOUTHWEST MOST WESTERLY CORNER OF THAT TRACT OF LAND AS COVEYED BY DEED TO MARY L. SYKES RECORDED IN VOLUME 94145, PAGE 2139, REAL PROPERTY RECORDS, DALLAS COUNTY, TEXAS;

THENCE NORTH 70 DEGREES 14 MINUTES 37 SECONDS EAST, 287.80 FEET, WITH THE COMMON LINE OF SAID COUNTY OF DALLAS TRACT AND SAID SYKES TRACT, TO THE POINT OF BEGINNING;

THENCE NORTH 70 DEGREES 14 MINUTES 37 SECONDS EAST, 40.00 FEET, WITH THE COMMON LINE OF SAID COUNTY OF DALLAS TRACT AND SAID SYKES TRACT, TO THE NORTHEAST CORNER OF HEREIN DESCRIBED PARCEL OF LAND FROM WHICH THE NORTHEAST MOST NORTHERLY CORNER OF SAID COUNTY OF DALLAS TRACT BEARS, NORTH 70 DEGREES 14 MINUTES 37 SECONDS EAST, 77.06 FEET;

THENCE SOUTH 20 DEGREES 33 MINUTES 06 SECONDS EAST, 91.95 FEET;

THENCE SOUTH 27 DEGREES 31 MINUTES 48 SECONDS EAST, 76.20 FEET;

THENCE SOUTH 55 DEGREES 40 MINUTES 29 SECONDS EAST, 109.75 FEET;

THENCE SOUTH 14 DEGREES 20 MINUTES 54 SECONDS EAST, 46.86 FEET;

THENCE SOUTH 10 DEGREES 14 MINUTES 19 SECONDS EAST, 115.76 FEET;

THENCE SOUTH 07 DEGREES 25 MINUTES 32 SECONDS EAST, 175.46 FEET;

THENCE SOUTH 30 DEGREES 04 MINUTES 32 SECONDS EAST, 283.16 FEET;

THENCE SOUTH 53 DEGREES 13 MINUTES 47 SECONDS EAST, 59.19 FEET;

THENCE SOUTH 54 DEGREES 47 MINUTES 51 SECONDS EAST, 102.57 FEET;

THENCE SOUTH 41 DEGREES 51 MINUTES 56 SECONDS EAST, 86.55 FEET;

THENCE SOUTH 38 DEGREES 40 MINUTES 23 SECONDS EAST, 103.64 FEET;

THENCE SOUTH 63 DEGREES 14 MINUTES 32 SECONDS EAST, 308.18 FEET;

THENCE SOUTH 75 DEGREES 01 MINUTES 06 SECONDS EAST, 111.34 FEET;

THENCE SOUTH 64 DEGREES 17 MINUTES 29 SECONDS EAST, 117.48 FEET;

A.N.A. Consultants, L.L.C.
5000 Thompson Terrace
Colleyville, TX 76034

Page 1 of 3

REVISION:03-01-13

KELLER BRANCH
TEN MILE CREEK PRESERVE
COUNTY OF DALLAS
JAMES MCMILLAN SURVEY, A-987
DALLAS COUNTY, TEXAS

CITY OF LANCASTER
40' PERMANENT SANITARY SEWER EASEMENT
Parcel SSE-1

THENCE SOUTH 59 DEGREES 20 MINUTES 50 SECONDS EAST, 103.16 FEET;
THENCE SOUTH 38 DEGREES 23 MINUTES 59 SECONDS EAST, 105.42 FEET;
THENCE SOUTH 47 DEGREES 22 MINUTES 47 SECONDS EAST, 98.74 FEET;
THENCE SOUTH 73 DEGREES 41 MINUTES 33 SECONDS EAST, 125.40 FEET;
THENCE SOUTH 78 DEGREES 13 MINUTES 00 SECONDS EAST, 79.73 FEET;
THENCE SOUTH 49 DEGREES 27 MINUTES 56 SECONDS EAST, 97.42 FEET TO THE NORTH
LINE OF AN EXISTING SANITARY SEWER EASEMENT AS RECORDED IN VOLUME 68194, PAGE
1843, OF SAID REAL PROPERTY RECORDS;
THENCE SOUTH 73 DEGREES 01 MINUTES 13 SECONDS WEST, 47.42 FEET WITH SAID
EXISTING SANITARY SEWER EASEMENT;
THENCE DEPARTING SAID SANITARY SEWER EASEMENT, NORTH 49 DEGREES 27 MINUTES 56
SECONDS WEST, 61.70 FEET;
THENCE NORTH 78 DEGREES 13 MINUTES 00 SECONDS WEST, 71.06 FEET;
THENCE NORTH 73 DEGREES 41 MINUTES 33 SECONDS WEST, 136.33 FEET;
THENCE NORTH 47 DEGREES 22 MINUTES 47 SECONDS WEST, 111.23 FEET;
THENCE NORTH 38 DEGREES 23 MINUTES 59 SECONDS WEST, 101.16 FEET;
THENCE NORTH 59 DEGREES 20 MINUTES 50 SECONDS WEST, 94.03 FEET;
THENCE NORTH 64 DEGREES 17 MINUTES 29 SECONDS WEST, 112.00 FEET;
THENCE NORTH 75 DEGREES 01 MINUTES 06 SECONDS WEST, 111.71 FEET;
THENCE NORTH 63 DEGREES 14 MINUTES 32 SECONDS WEST, 321.02 FEET;
THENCE NORTH 38 DEGREES 40 MINUTES 23 SECONDS WEST, 111.24 FEET;
THENCE NORTH 41 DEGREES 51 MINUTES 56 SECONDS WEST, 80.91 FEET;
THENCE NORTH 54 DEGREES 47 MINUTES 51 SECONDS WEST, 98.59 FEET;
THENCE NORTH 53 DEGREES 13 MINUTES 47 SECONDS WEST, 67.93 FEET;
THENCE NORTH 30 DEGREES 04 MINUTES 32 SECONDS WEST, 299.36 FEET;
THENCE NORTH 07 DEGREES 25 MINUTES 32 SECONDS WEST, 182.49 FEET;
THENCE NORTH 10 DEGREES 14 MINUTES 19 SECONDS WEST, 113.34 FEET;

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Page 2 of 3
REVISION:03-01-13

KELLER BRANCH
TEN MILE CREEK PRESERVE
COUNTY OF DALLAS
JAMES MCMILLAN SURVEY , A-987
DALLAS COUNTY, TEXAS

CITY OF LANCASTER
40' PERMANENT SANITARY SEWER EASEMENT
Parcel SSE-1

THENCE NORTH 14 DEGREES 20 MINUTES 54 SECONDS WEST, 30.34 FEET;

THENCE NORTH 55 DEGREES 40 MINUTES 29 SECONDS WEST, 104.70 FEET;

THENCE NORTH 27 DEGREES 31 MINUTES 48 SECONDS WEST, 88.67 FEET;

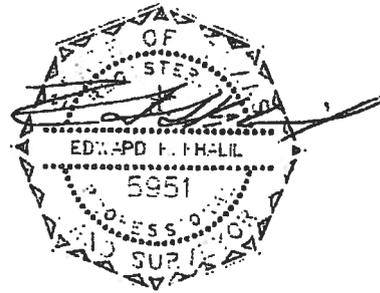
THENCE NORTH 20 DEGREES 33 MINUTES 06 SECONDS WEST, 94.95 FEET TO THE POINT OF BEGINNING AND CONTAINING 95,815 SQUARE FEET OR 2.195 ACRES OF LAND MORE OR LESS.

Note: Surveyed on the ground December 2012

Note: Bearings are relative to True North obtained from Global Positioning Satellite System (GPS) Observations, North American Datum 1983 (NAD '83), Texas State Plane Coordinate System, North Central Zone.

Note: In accordance with the Texas Board of Professional Land Surveying General Rules of Procedures and Practices, 663.19(9), this "Report" consists of the Real Property Description included herein and the Map of Survey attached herewith.

Note: In accordance with the Texas Board of Professional Land Surveying General Rules of Procedures and Practices, 663.19(7), "The cited instruments are not necessarily the current owners of the subject property, but are the documents containing the descriptions of the boundaries as surveyed.



3-4-13

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Colleyville, TX 76034

Page 3 of 3

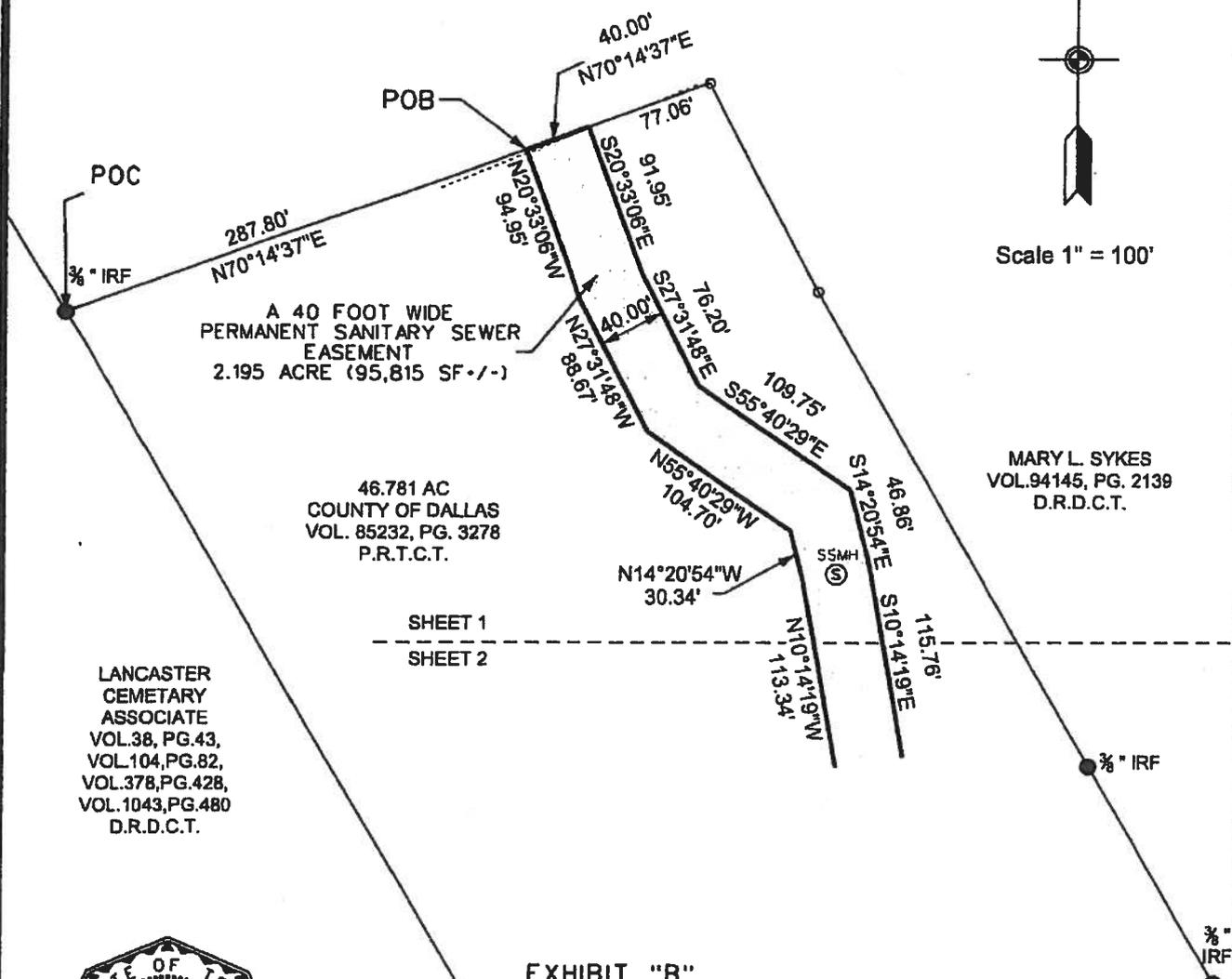
REVISION:03-01-13

JAMES McMILLAN SURVEY
ABSTRACT No. 987

MARY L. SYKES
VOL.94145, PG. 2139
D.R.D.C.T.



Scale 1" = 100'



A 40 FOOT WIDE
PERMANENT SANITARY SEWER
EASEMENT
2.195 ACRE (95,815 SF +/-)

46.781 AC
COUNTY OF DALLAS
VOL. 85232, PG. 3278
P.R.T.C.T.

MARY L. SYKES
VOL.94145, PG. 2139
D.R.D.C.T.

LANCASTER
CEMETARY
ASSOCIATE
VOL.38, PG.43,
VOL.104, PG.82,
VOL.378, PG.428,
VOL.1043, PG.480
D.R.D.C.T.

SHEET 1

SHEET 2



3-4-13

EXHIBIT "B"
SHOWING
40 FOOT WIDE
PERMANENT SANITARY
SEWER EASEMENT
SITUATED IN
JAMES McMILLAN SURVEY
ABSTRACT NO. 987
CITY OF LANCASTER,
DALLAS COUNTY, TEXAS

KELLER BRANCH
TEN MILE CREEK
PRESERVE SURVEY
PROJECT
SSE-1

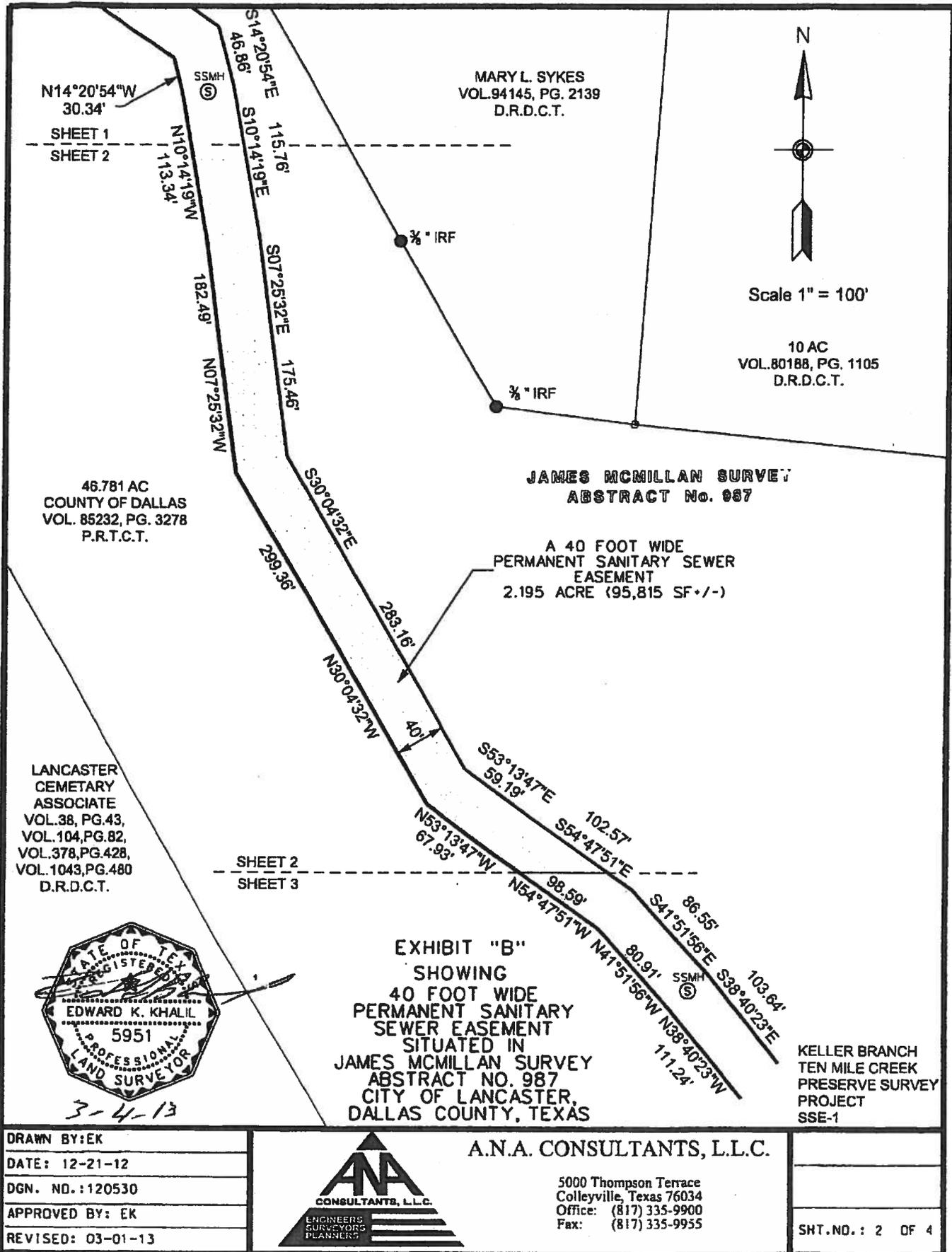
DRAWN BY: EK
DATE: 12-21-12
DGN. NO.: 120530
APPROVED BY: EK
REVISED: 03-01-13



A.N.A. CONSULTANTS, L.L.C.

5000 Thompson Terrace
Colleyville, Texas 76034
Office: (817) 335-9900
Fax: (817) 335-9955

SHT. NO.: 1 OF 4



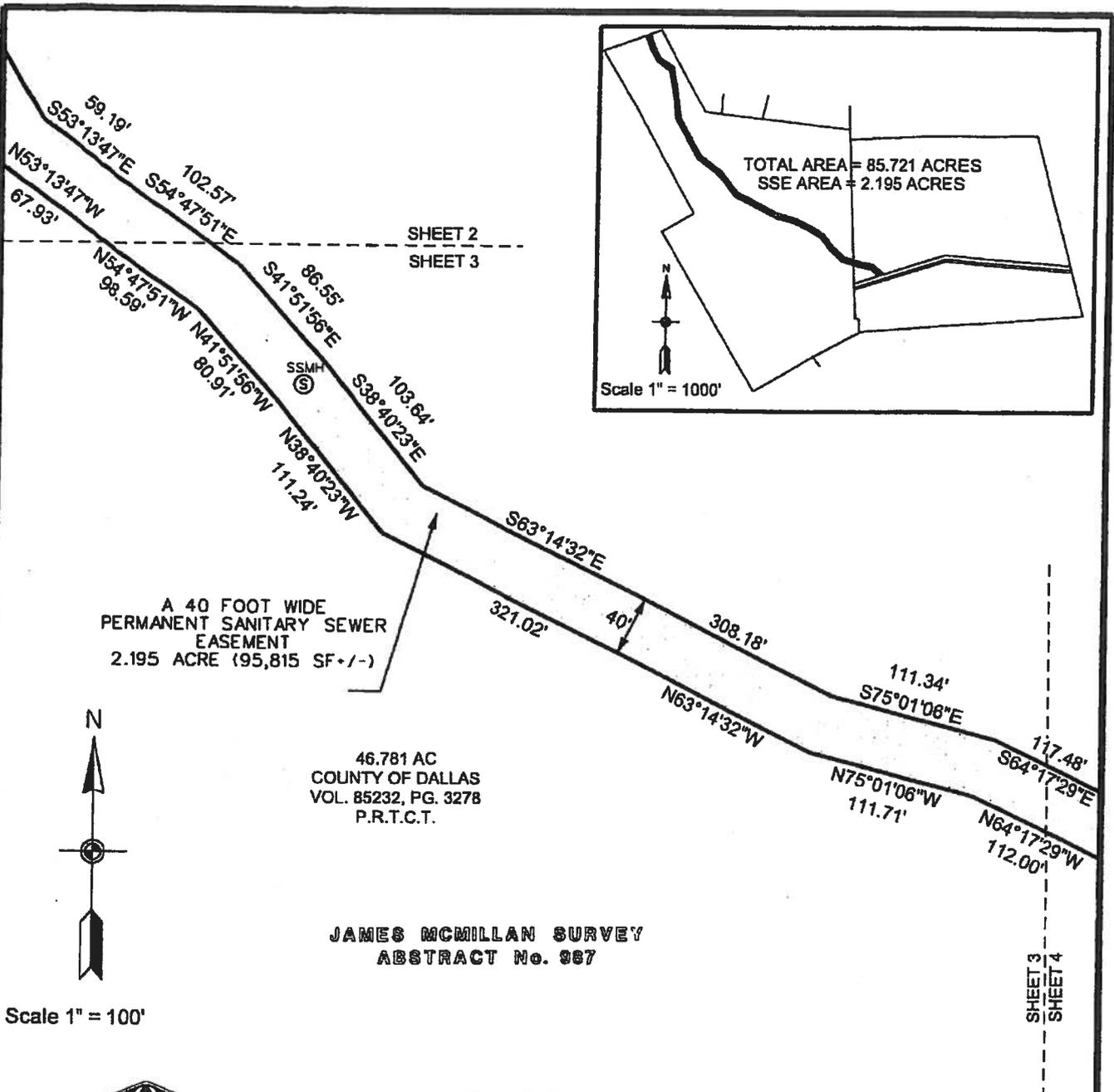
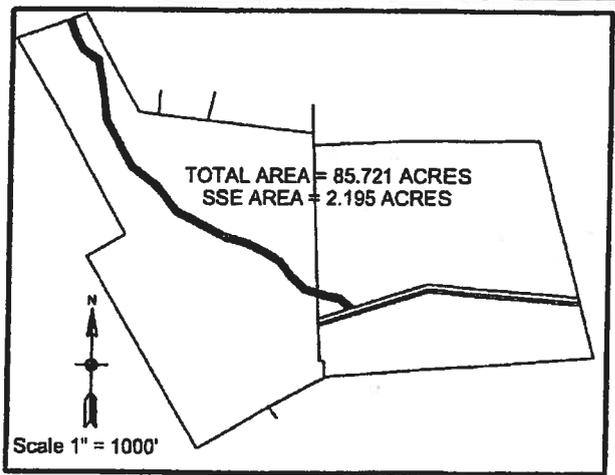
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SHT. NO.: 2 OF 4



A 40 FOOT WIDE
PERMANENT SANITARY SEWER
EASEMENT
2.195 ACRE (95,815 SF +/-)

46.781 AC
COUNTY OF DALLAS
VOL. 85232, PG. 3278
P.R.T.C.T.

JAMES McMILLAN SURVEY
ABSTRACT No. 987

Scale 1" = 100'



3-4-13

EXHIBIT "B"
SHOWING
40 FOOT WIDE
PERMANENT SANITARY
SEWER EASEMENT
SITUATED IN
JAMES McMILLAN SURVEY
ABSTRACT NO. 987
CITY OF LANCASTER,
DALLAS COUNTY, TEXAS

KELLER BRANCH
TEN MILE CREEK
PRESERVE SURVEY
PROJECT
SSE-1

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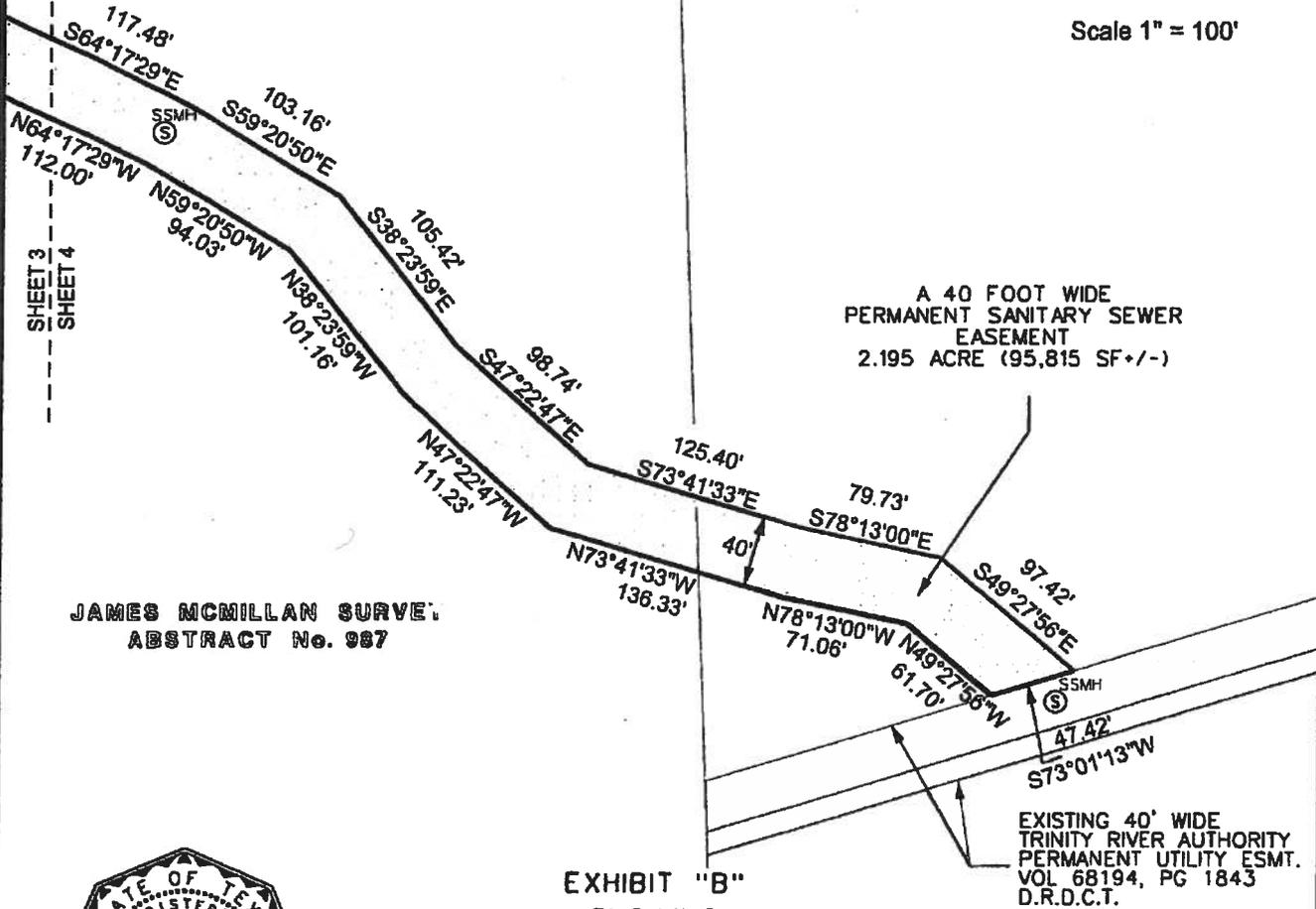
SHT. NO.: 3 OF 4

46.781 AC
 COUNTY OF DALLAS
 VOL. 85232, PG. 3278
 D.R.D.C.T.

38.94 AC
 COUNTY OF DALLAS
 INST. NO. 200503526382
 D.R.D.C.T.



Scale 1" = 100'



JAMES McMILLAN SURVEY
 ABSTRACT No. 987

A 40 FOOT WIDE
 PERMANENT SANITARY SEWER
 EASEMENT
 2.195 ACRE (95,815 SF +/-)

EXISTING 40' WIDE
 TRINITY RIVER AUTHORITY
 PERMANENT UTILITY ESMT.
 VOL. 68194, PG. 1843
 D.R.D.C.T.

EXHIBIT "B"
 SHOWING
 40 FOOT WIDE
 PERMANENT SANITARY
 SEWER EASEMENT
 SITUATED IN
 JAMES McMILLAN SURVEY
 ABSTRACT NO. 987
 CITY OF LANCASTER,
 DALLAS COUNTY, TEXAS

KELLER BRANCH
 TEN MILE CREEK
 PRESERVE SURVEY
 PROJECT
 SSE-1



7-4-13

DRAWN BY: EK
DATE: 12-21-12
DGN. NO.: 120530
APPROVED BY: EK
REVISED: 03-01-13



A.N.A. CONSULTANTS, L.L.C.

5000 Thompson Terrace
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 Office: (817) 335-9900
 Fax: (817) 335-9955

SHT. NO.: 4 OF 4

**CITY OF LANCASTER TEN MILE CREEK
KELLER BRANCH TREE REMEDIATION PLAN**

TREES TO BE REMOVED

Tree #	Qty.	Type		Size (")
1	1	Pecan	◊	35.5"
3	1	Hackberry		10.2"
4	1	Boxelder		6.8"
5	1	Boxelder		6.4"
6	1	Boxelder		8"
7	1	Pecan	◊	20.8"
8	1	Pecan	◊	25.1"
9	1	Pecan	◊	25.9"
10	1	Boxelder		9.5"
12	1	Pecan	◊	22.9"
13	1	Pecan	◊	35.2"
18	1	Ash		7.8"
19	1	Bois d'Arc		8"
20	1	Ash	◊	11.7"
21	1	Bois d'Arc		12.2"
22	1	Bois d'Arc		9.3"
23	1	Pecan	DT	18.8"
24	1	Bois d'Arc		9.4"
25	1	Pecan	◊	30.8"
28	1	Cedar	DT	15.8
29	1	Ash	◊	9.7"
30	1	Pecan	DT	37.5"
31	1	Pecan	◊	22.2"
32	1	Boxelder	DT	18.9"
33	1	Bois d'Arc		7.6"
34	1	Bois d'Arc		6.5"
35	1	Ash	◊	30.1"
36	1	Bois d'Arc		9"
37	1	Bois d'Arc		10.1"
38	1	Bois d'Arc		9.4"
39	1	Boxelder		11.3"
40	1	Basswood	◊	9.8"
41	1	Bois d'Arc		7"
42	1	Pecan	◊	24.7"
43	1	Burr Oak	◊	35.2"
44	1	Bois d'Arc	DT	7.2"
46	1	Bois d'Arc	◊	8.8"
50	1	Pecan	◊	25"
51	1	Cedar	DT	14.3"
53	1	Burr Oak	◊	40.5"
54	1	Ash	DT	25.9"
55	1	Cedar	DT	7.2"
42	Remediate 17			415.9

TREES TO BE REMOVED

Tree #	Qty.	Type		Size (")
56	1	Cedar	DT	12.0"
57	1	Ash	◊	27.3"
58	1	Hackberry		9.5"
59	1	Bois d'Arc		6.4"
60	1	Hackberry		9.3"
61	1	Boxelder		6.1"
62	1	Ash		6.4"
63	1	Bois d'Arc	DT	8.4"
64	1	Cedar		17.1"
65	1	Bois d'Arc	DT	8.8"
66	1	Cedar	DT	8.2"
67	1	Pecan	◊	26.8"
68	1	Bois d'Arc		8.7"
70	1	Hackberry		7.8"
71	1	Hackberry		8.4"
72	1	Cedar		10.1"
73	1	Black Walnut	◊	20.2"
74	1	Cedar	DT	6.6"
76	1	Burr Oak	◊	21.8"
77	1	Cedar	DT	13.1"
78	1	Cedar	DT	8.1"
79	1	Cedar		17.7"
80	1	Boxelder		7.6"
81	1	Cedar	DT	10.1"
82	1	Boxelder		6.3"
83	1	Cedar		20.4"
84	1	Cedar	DT	6"
85	1	Cedar	DT	9.1"
86	1	Bois d'Arc	◊	8.2"
87	1	Bois d'Arc		7.3"
88	1	Cedar		16.4"
90	1	Ash	DT	23.8"
91	1	Cedar		9.3"
92	1	Bois d'Arc		10.6"
93	1	American Elm		7.5"
94	1	American Elm	◊	9"
95	1	Cedar		12.3"
98	1	Locust		6.4"
99	1	Cedar	DT	6"
100	1	Pecan	◊	28.6"
101	1	Cedar	DT	11.9"
102	1	Pecan	◊	23.2"
42	Remediate 8			165.1

9/18/2013

TREES TO BE REMOVED

Tree #	Qty.	Type		Size (")
103	1	Cedar	DT	12"
104	1	Burr Oak	◊	46"
105	1	Bois d'Arc		7.4"
106	1	Hackberry		7.4"
107	1	Boxelder		6"
108	1	Cedar		8.4"
109	1	Cedar		17.2"
110	1	Cedar		16.6"
111	1	Pecan	◊	20.7"
112	1	Cedar		15.3"
113	1	Cedar		14.3"
114	1	Cedar		14.4"
115	1	Burr Oak	◊	23.7"
116	1	Cedar	DT	7.1"
117	1	Pecan	◊	27.1"
118	1	Pecan	DT	16.3"
119	1	Cedar		18.8"
120	1	Cedar		20.6"
121	1	Cedar	DT	6.5"
122	1	Cedar		15.1"
123	1	Cedar		10.3"
124	1	Chinaberry		12.4"
125	1	Bois d'Arc	DT	12"
126	1	Bois d'Arc		17"
127	1	Cedar		9"
128	1	Chinaberry		14"
129	1	Burr Oak	◊	46"
130	1	Cedar		20"
131	1	Basswood	◊	14"
132	1	Burr Oak	◊	36"
133	1	Cedar		9"
134	1	Cedar		10"
135	1	Pecan	◊	31"
136	1	Pecan	◊	13"
137	1	Walnut	◊	24"
138	1	Cedar		11"
139	1	Basswood	◊	18"
140	1	Cedar		15"
141	1	Cedar		8"
142	1	Burr Oak	◊	33"
143	1	Pecan	◊	15"
144	1	Burr Oak	◊	38"
42	Remediate 31			385.5

TREES TO REMAIN/DO NOT REMOVE

Tree #	Qty.	Type		Size (")
2	1	Pecan		32.8"
11	1	Bois d'Arc		21.4"
14	1	Cedar		11.3"
15	1	Pecan		21.1"
16	1	Pecan		21.8"
17	1	Ash		13.1"
26	1	Boxelder		6.7"
27	1	Boxelder		7.1"
45	1	Ash		10.4"
47	1	Bois d'Arc		8.6"
48	1	Bois d'Arc		7.9"
49	1	Bois d'Arc		9.8"
52	1	Boxelder		9.7"
69	1	Bois d'Arc		8.3"
75	1	Pecan		34.2"
89	1	Cedar		13.0"
96	1	Cedar		12.6"
97	1	Cedar		13.6"
	18			

Total Trees in Survey:	144
Do Not Remove Trees:	18
Total Trees to be removed:	126
Total Trees Subject to Remediation:	39
Total Trees not to be Remediated:	87
Total Inches Subject to Remediation:	966.5
Total 3" Trees to Replace:	322.17

DT Dead Trees

◊ Trees Subject to Remediation

9/18/2013

LANCASTER CITY COUNCIL

Agenda Communication

October 28, 2013

Item 5

Consider an ordinance amending the Code of Ordinances by amending Chapter 8, Article 8.02, "Alarm Systems," Section 8.02.006, permit required; permit required for police response; application; issuance, and providing for a new section 8.02.025; providing a penalty of fine not to exceed five hundred dollars (\$500.00).

This request supports the City Council 2013-2014 Policy Agenda.

Goal: Healthy, Safe and Vibrant Neighborhoods

Background

On January 24, 2011, the City Council adopted Sec. 8.02.006 (b) Permit required; permit required for police response; application; issuance. The section stated that the chief shall refuse police response to any alarm notification from an alarm site that does not have a valid permit unless the alarm notification is a robbery alarm, a panic alarm, a duress alarm, or a report to 911 emergency telephone or to the police department by a person other than an alarm company. This amendment allows the Police Department to respond to all alarms whether there is a valid permit or not.

Considerations

- **Operational** – The Lancaster Police Department currently enforces Article 8.02 Alarm Systems, Sec. 8.02.006 (b) Permit Required for Police Response. This amendment allows the Police Department to respond to all alarms whether permitted or not. Responding to all alarm calls will increase the chance of offenders being apprehended and/or identified by the Police Department.
- **Legal** - The City Attorney prepared the amendment to the ordinance.
- **Financial** – In the event that the Police Department responds to an unpermitted alarm, a citation can be issued to the property owner which could result in a fine not to exceed five hundred dollars (\$500.00).
- **Public Information** – This item is being considered at a meeting of the City Council noticed in accordance with the Texas Open Meetings Act.

Options/Alternatives

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

Recommendation

Staff recommends approval of the ordinance as presented.

Attachments

- Ordinance
-

Submitted by:

M.C. Smith, Assistant Chief of Police.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 8, ARTICLE 8.02, "ALARM SYSTEMS," SECTION 8.02.006, PERMIT REQUIRED; PERMIT REQUIRED FOR POLICE RESPONSE; APPLICATION; ISSUANCE, AND PROVIDING FOR A NEW SECTION 8.02.025; PROVIDING A PENALTY OF FINE NOT TO EXCEED FIVE HUNDRED DOLLARS (\$500.00); PROVIDING FOR SEVERABILITY; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article 8.02 of the Lancaster Code of Ordinances provides for alarm systems in the City; and

WHEREAS, City staff desires to amend Article 8.02 to provide for requirements and violations; and

WHEREAS, the City Council has determined it is in the best interest of the citizens of the City of Lancaster, Texas to amend Article 8.02 of the Code of Ordinances to ensure that the requirements and violations concerning alarm systems within the City are in compliance with state law.

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

SECTION 1. That Chapter 8 of the Lancaster Code of Ordinances be, and the same is, hereby amended by amending Article 8.02, Alarm Systems, Section 8.02.006, Permit required; permit required for police response; application; issuance to read as follows:

"ARTICLE 8.02 ALARM SYSTEMS

.....

Sec. 8.02.006 Permit required; permit required for police response; application; issuance

- (a) Permit required. No person shall operate or maintain an alarm system without first obtaining a permit for each alarm site. This requirement is applicable to the person in control of the property which the alarm system is designed to protect.
- (b) Response. A valid alarm permit issued by the chief of police is required for anyone to operate or causes to operate an alarm system.

Subject to the limitation in Section 8.02.002, the police department shall respond to any alarm notification from an alarm site.

(c) Application.

.”

SECTION 2. That Chapter 8 of the Lancaster Code of Ordinances is, hereby further amended by amending Article 8.02, Alarm Systems, by adding a new Section 8.02.025, Violations; to read as follows:

“ARTICLE 8.02 ALARM SYSTEMS

.

Sec. 8.02.025 Violation

In addition to any civil penalty imposed, a violation of any provision of this Article shall be a Class C Misdemeanor punishable provided in the Code of Ordinances.

.”

SECTION 3. Any person, firm or corporation violating any of the provisions of this ordinance or the provisions of the Code of Ordinances of the City of Lancaster, Texas, as amended hereby, shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court of the City of Lancaster, Texas, shall be subject to a fine not to exceed the sum of Five Hundred (\$500.00) dollars for each offense, and each and every day such offense shall continue shall be deemed to constitute a separate offense.

SECTION 4. 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 not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 5. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, or of the Code of Ordinances, as amended hereby, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance or the Code of Ordinances, as amended hereby, which shall remain in full force and effect.

SECTION 6. That 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 the _____ day of _____, 2013.

APPROVED:

MARCUS E. KNIGHT, MAYOR

ATTEST:

DOLLE K. DOWNE, CITY SECRETARY

APPROVED AS TO FORM:

ROBERT E. HAGER, CITY ATTORNEY
(REH.mpm)

LANCASTER CITY COUNCIL

Agenda Communication

October 28, 2013

Item 6

Conduct a public hearing and consider an ordinance amending the 2002 Comprehensive Plan by designating approximately 44.08 acres of land from Retail (R) to Light Industrial (LI) and to rezone approximately 11.08 acres of land from Light Industrial (LI) to Neighborhood Services (NS) and to rezone an additional 11.08 acres of land from Neighborhood Services (NS) to Light Industrial (LI). The Property is located on the Northeast corner of Telephone Road and North Dallas Avenue. The property is approximately 44.08 acres, described as Lots 1, 2 and 3; Block A, Ridge Logistics Center of Smith Elkins Survey, Abstract 430, Page 325, City of Lancaster, Dallas County, Texas.

This request supports the City Council 2013-2014 Policy Agenda.

Goal: Quality Development

Background

This is a two-fold rezoning request or zoning re-assignment request. The total land area under this request is 44.08 acres. Out of 44.08 acres of land approximately 33 acres is zoned LI- Light Industrial and the remaining 11.08 acres is zoned NS-Neighborhood Services, currently.

The applicant is requesting that out of the 44.08 acres, the existing 11.08 acres of NS – Neighborhood Services zoned land at the intersection of Telephone Road and N Dallas Avenue be re-zoned to Light Industrial (LI). The second part of the request is an equivalent 11.08 acres of land around Balmorra Drive currently zoned LI – Light Industrial, be re-zoned to NS – Neighborhood Services. 1.41 acres and 3.85 acres of NS zoned pieces as proposed might have some development issues as a result of being within areas defined as “Waters of the US.” The total affected acreage is 22.16 within the 44.08 acres.

The request also includes the standard amendment to the Comprehensive Plan to allow this re-assignment in the specified locations.

1. **Location and Size:** The property is located on the northeast corner of the intersection of Dallas Avenue and Telephone Road. The combined parcels contain 44.08 acres of land.

2. **Current Zoning:** The subject property is currently zoned Light Industrial (LI) towards north side and Neighborhood Services (NS) at the North-East corner of Telephone Road and Dallas Avenue. The applicant is requesting a Planned Development (PD) where the NS and LI land use designations will be re-assigned within the 44.08 acres of land area. Attached Exhibit B shows the proposed Land Use assignments.

3. **Adjacent Properties:**

North: CH, Commercial Highway
 South: NS, Neighborhood Services (undeveloped)
 East: Light Industrial (City of Dallas)
 West: PD-LI, Planned Development Light Industrial (Lancaster Logistics Industrial Center)

4. **Comprehensive Plan Compatibility:** The Comprehensive Plan Future Land Use map designates this area as Light Industrial (LI) and Retail (R) land use. As the Neighborhood Services and the Light Industrial zoning designations are being reassigned, this proposal will require a Comprehensive Plan amendment to be considered concurrently.

5. **Case History:**

Date	Body	Action
06/05/07	P&Z	Z07-17 Comprehensive Plan amendment and Zoning Change request recommended approval w/R at northeast corner of Telephone Road and Dallas Avenue.
06/25/07	CC	Z07-17 Approved with stipulations
02/16/10	P&Z	Z10-05 Land swap and rezoning request recommended for approval
03/08/10	CC	Z10-05 Land swap and rezoning request tables until March 22, 2010
04/12/10		Z10-05 Applicant withdrew application until a later date
05/24/10	CC	Z10-05 Land swap request denied, no action taken on companion items
02/11/13	CC	Denied - Waiving requirement for connection to Lancaster water and wastewater system and resolution for ongoing maintenance of median on rights-of-way.
09/03/13	P&Z	PS 13-08 Lots 1, 2, 3, Block A, Ridge Logistics Center Final Plat approved.
09/24/13	P&Z	Z13-03 Comprehensive Plan amendment and Zoning Change request tabled until October 1, 2013. The public hearing was conducted and closed at this meeting.
10/01/13	P&Z	Z13-03 Comprehensive Plan amendment and Zoning Change request recommended approval with certain land use stipulations.

Considerations

- **Operational** – This is a unique rezoning request where existing Light Industrial (LI) and Neighborhood Services (NS) zoning designations are requested to be re-assigned among themselves while keeping the total land area under each zoning designation the same. The existing property is a combination of three lots with 44.08 acres of land. The southernmost corner of the property (at the northeast corner of Telephone Road and Dallas Avenue) has 11.08 acres of land zoned Neighborhood Services (NS). The rest of the property is currently zoned Light Industrial (LI). Applicant is requesting to rezone the property to a Planned Development (PD) where existing NS zoned land will be changed to LI and an equivalent amount or 11.08 acres of LI land around proposed Balmorhea Drive will be changed to NS zoning. The PD Ordinance and concept plan shows the proposed reassignment of zoning designations.

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

Consistency with the Comprehensive Plan: The future land use map of the Lancaster Comprehensive Plan identifies this site as Retail land use. This application is also a request for an amendment to the Lancaster Comprehensive Plan allowing the Light Industrial (LI) land use instead of the Retail (R) land use.

The comprehensive plan amendment request is under concurrent consideration with the zoning change request. As per Lancaster Development Code, Section 14.1002, the PD Concept Plan “should be generally consistent with City’s Comprehensive Plan (as such plan may be amended prior to or concurrently with approval of the PD District).”

Potential Impact on Adjacent Development: This property is part of a much larger tract that is currently under construction within the City of Dallas corporate limits. The 44.08 acres under this rezoning request is within City of Lancaster corporate limits and is currently undeveloped. Properties to the north, south and west are undeveloped. Recently 251 acres of land west of this property across Dallas Avenue has been approved for a PD-LI zoning. This property is part of Ridge Logistic Center development and is compatible with the potential Logistics Hub development in Dallas and the proposed Logistic Distribution Center west of this site.

Availability of utilities and access: The subject property is served by City of Lancaster water and sanitary sewer. Any building, as part of this project, that will be constructed partially or completely within the City of Lancaster will have to access water and waste water utilities from Lancaster. Landscape and streetscape improvements proposed along N. Dallas Avenue will be connected to Lancaster water utility system for irrigation purposes as well.

Site conditions such as vegetation, topography and flood plain: The subject property is currently undeveloped. Prior to construction of this site factors such as vegetation, topography and flood plain issues will be addressed as part of the site plan and c

review process. Construction drawings for the two proposed streets Altamore and Balmorhea Drives to serve this site from Dallas Avenue have been reviewed and approved by City of Lancaster.

The area described as "Reserved Open Space" on Exhibit B – Land Use Plan will be set aside as ±1.4 acres of open space with the intent to preserve the existing stand of native trees within that feature. This portion contains a "Waters of the US" natural water system. The term "Waters of the United States" is defined as it applies to the jurisdictional limits of the authority of the Corps of Engineers under the Clean Water Act. Section 404 of the Clean Water Act and CFR Parts 320-330, prescribes policy, practice, and procedures to be used in determining the extent of jurisdiction of the Corps of Engineers concerning "waters of the United States."

Any permanent or temporary man-made changes to the boundaries of the Waters of the US are evaluated by the US Corps of Engineers based on a nation-wide or an individual 404 permit. This process could take 12 – 18 months depending on the nature of the application. As a result the 1.41 acres and 3.85 acres of NS zoned pieces as proposed might have some development issues. The applicant has indicated that in order to develop these two pieces; they will not be interfering with the "Waters of the US" and thus avoiding this permit review process.

Timing of Development as it relates to Lancaster's Capital Improvement Plan: The City of Lancaster Capital Improvement Plan (CIP) does not include any immediate improvement along Telephone Road, and N. Dallas Avenue. However, the applicant has dedicated adequate rights-of-way on all adjacent roadways as per City of Lancaster Thoroughfare Plan during the Final Plat approval process.

The applicant has indicated the purpose of the Planned Development (PD) District is to reallocate the land use areas within the subject property to allow flexibility of development. In addition to the street trees and landscape buffer to be installed by the applicant as part of the two new roadways, a 20-foot wide open space buffer in the form of a graded berm, swale, or other landscape element shall be constructed between the tree line contemplated in the RLC Landscape Plans (±25-feet from the property/right-of-way line) and the LI-zoned property pavement limits. This additional buffer will not apply to the land zoned Neighborhood Services (NS) as proposed around Balmorhea Drive.

The applicant is proposing entry feature monument signage in a manner consistent with that presented on attached Sign Rendering with a signage square footage not to exceed 150 square feet for two (2) 'major signs' at the intersection of Balmorhea and Dallas Avenue, one (1) 'minor sign' not to exceed 75 square feet at the intersection of Altamore and Dallas Avenue, and one (1) 'minor sign' not to exceed 75 square feet at the intersection of Telephone Road and Dallas Avenue. Lancaster Sign Ordinance allows one 75 square feet monument sign for a multitenant project and one 50 square feet monument sign for single tenant project. The applicant is requesting four bigger monument signs for this project. Individual tract developments are anticipated to have monument signage consistent with the Lancaster Sign Ordinance.

- **Legal** – The ordinance was prepared by the City Attorney.
- **Financial** – There is no immediate financial impact associated with this application.
- **Public Information** – This presentation is being considered at a regular meeting posted in accordance with the Texas Open Meetings Act. As required by State Law and Lancaster Development Code (LDC) notice of this Public Hearing was published on Friday, September 6, 2013 in the Focus Daily Newspaper. Notifications of this public hearing were mailed to seventeen (17) property owners that are within 200 feet of the subject property on Friday, September 6, 2013. Zoning signs were placed on the subject property. One property owner has responded in favor of this application who owns four lots (100, 110, 120, and 3164 E Telephone Road) within the 200' notification area.

Options/Alternatives

1. Approve the item as presented.
2. Approve the item with stipulations and state those for the record.
3. Reject the item.
4. Table the item to a future meeting.

Recommendation

At a September 24, 2013 special meeting the Planning and Zoning Commission conducted a public hearing regarding the zoning change and comprehensive plan amendment request. The Planning and Zoning Commission conducted and closed the public hearing and postponed consideration of the item until October 1, 2013, in order to allow sufficient time to review and discuss specific land uses.

At the October 1, 2013 regular meeting the Commission recommended approval for the Comprehensive Plan and Zoning Change request with 4-1 vote with land use stipulations included in the PD Ordinance.

Staff concurs with recommendation from the P&Z Commission (Option 1)

Attachments

- Ordinance
- Location Map
- Current Zoning Map
- Requested Zoning Reassignment Map
- Property Owner Notification
- Property Owner Response
- P&Z Commission agenda packet and draft minutes, September 24, 2013
- P&Z Commission agenda packet and draft minutes, October 1, 2013

Submitted by:

Rona Stringfellow, Managing Director of Public Works and Development Services
Surupa Sen, Senior Planner

ORDINANCE NO. 2013-

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, AMENDING THE 2002 COMPREHENSIVE PLAN AND FUTURE LAND USE MAP OF THE CITY OF LANCASTER, TEXAS, AS HERETOFORE AMENDED, BY AMENDING THE LAND USE DESIGNATIONS OF APPROXIMATELY 44.08 ACRES OF PROPERTY DESCRIBED AS LOTS 1, 2, AND 3, BLOCK A, RIDGE LOGISTICS CENTER OF SMITH OF SMITH ELKINS SURVEY, ABSTRACT NO. 430, PAGE 325, CITY OF LANCASTER, DALLAS COUNTY, TEXAS, LOCATED AT THE NORTHEAST CORNER OF TELEPHONE ROAD AND NORTH DALLAS AVENUE, IN THE CITY OF LANCASTER, DALLAS COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT A (THE "PROPERTY"), WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN, FROM RETAIL TO LIGHT INDUSTRIAL; AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF LANCASTER, TEXAS, AS HERETOFORE AMENDED, BY GRANTING A CHANGE IN ZONING ON APPROXIMATELY 11.08 ACRES OF THE PROPERTY FROM LIGHT INDUSTRIAL (LI) TO PLANNED DEVELOPMENT- NEIGHBORHOOD SERVICES (PD-NS), AND BY GRANTING A CHANGE IN ZONING ON ANOTHER 11.08 ACRE PORTION OF THE PROPERTY FROM NEIGHBORHOOD SERVICES (NS) TO PLANNED DEVELOPMENT- LIGHT INDUSTRIAL (PD-LI); REQUIRING THE PROPERTY TO BE REPLATTED WITHIN 180 DAYS OF THE EFFECTIVE DATE OF THIS ORDINANCE; PROVIDING FOR DEVELOPMENT REGULATIONS, BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT C, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR A CONCEPT PLAN, BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT D, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR REQUIRED SIGN RENDERINGS, BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT E, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Planning and Zoning Commission and the governing body of the City of Lancaster, Texas, in compliance with the laws of the State of Texas and pursuant to the Comprehensive Zoning Ordinance of the City of

TM 63072

Lancaster, Texas, have given requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, and to all persons interested and situated in the affected area and in the vicinity thereof, the said governing body is of the opinion that the land use change to the 2002 Comprehensive Plan and Land Use Map and the zoning change to the Comprehensive Zoning Ordinance and Map should be approved, and in the exercise of legislative discretion have concluded that the Comprehensive Plan, Land Use Map, Comprehensive Zoning Ordinance and Map should be amended.

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

SECTION 1. That the 2002 Comprehensive Land Use Plan of the City of Lancaster, Texas shall be hereby amended by amending the land use designations on approximately 44.08 acres of property described as Lots 1, 2 and 3, Block A, Ridge Logistics Center of Smith Elkins Survey, Abstract No. 430, Page 325, City of Lancaster, Dallas County, Texas, located in the Northeast corner of Telephone Road and North Dallas Avenue, in the City of Lancaster, Dallas County, Texas, as more specifically described in the legal description attached hereto and incorporated herein as Exhibit "A" (the "Property") from retail to light industrial. The Future Land Use Map of the City of Lancaster, Texas shall also be hereby amended to reflect the change in land use designation on the Property as stated herein.

SECTION 2. That the Comprehensive Zoning Ordinance and Map of the City of Lancaster, Texas, duly passed by the governing body of the City of Lancaster, Texas, as heretofore amended, be and the same is hereby amended by granting a change in zoning on approximately 11.08 acres of the Property from Light Industrial (LI) to Planned Development - Neighborhood Services (PD-NS), and a change in zoning on another 11.08 acres of the Property from Neighborhood Services (NS) to Planned Development - Light Industrial (PD-LI), as depicted in the Future Land Use Plan attached as Exhibit B.

SECTION 3. That the entire Property shall be replatted within one hundred and eighty (180) days of the effective date of this Ordinance.

SECTION 4. That the Property shall be developed in compliance with the Development Regulations, attached hereto and incorporated herein as Exhibit C; the Concept Plan, attached hereto and incorporated herein as Exhibit D; and the Sign Renderings, attached hereto and incorporated herein as Exhibit E.

SECTION 5. That the Property shall be permitted to be used for any use listed in the Development Regulations attached hereto as Exhibit C.

SECTION 6. That the Property owner shall comply with all City and local subdivision regulations, zoning regulations, ordinances, development codes, fire code and building codes, and the structure shall be constructed in accordance with a site plan, to be presented to and approved by the City prior to commencement of construction.

SECTION 7. That the 2002 Comprehensive Plan, Future Land Use Map, and Comprehensive Zoning Ordinance of the City of Lancaster, Texas, as amended, shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 8. 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 not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 9. 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 unconstitutional, illegal or invalid, and shall not affect the validity of the Comprehensive Plan, the Future Land Use Map, or the Comprehensive Zoning Ordinance as a whole.

SECTION 10. An offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Comprehensive Plan, the Future Land Use Map, and the Comprehensive Zoning Ordinance, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 11. That any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Lancaster, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 12. That this ordinance shall take effect immediately from and after its passage and the publication of its caption, as the law and charter in such cases provide.

DULY PASSED AND APPROVED by the City Council of the City of
Lancaster, Texas, on the ____ day of _____, 2013.

APPROVED:

MARCUS E. KNIGHT, MAYOR

ATTEST:

DOLLE K. DOWNE, CITY SECRETARY

APPROVED AS TO FORM:

ROBERT E. HAGER, CITY ATTORNEY
(REH/JPD)

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

LEGAL DESCRIPTION

TRACT 1

ALTAMOORE DRIVE ROW DEDICATION

0.69 ACRE

BEING a tract of land out of the Smith Elkins Survey, Abstract No. 430 in the City of Lancaster, Dallas County, Texas, being part of the 127.63 acre tract of land described in deed to Ridge South Dallas I, LLC recorded in Instrument No. 20070397850, Official Public Records of Dallas County, Texas and being more particularly described as follows:

BEGINNING at a point in the northeast right-of-way line of Dallas Avenue (120' ROW) for the northwest corner of said 127.63 acre tract;

THENCE with the north line of said 127.63 acre tract, North 60°57'45" East, a distance of 500.54 feet to a point for corner;

THENCE leaving said north line, the following courses and distances to wit:

South 26°21'58" East, a distance of 60.07 feet to a point for corner;

South 60°57'45" West, a distance of 500.54 feet to a point for corner in the northeast right-of-way line of said Dallas Avenue;

THENCE with said northeast right-of-way line, North 26°21'58" West, a distance of 60.07 feet to the **POINT OF BEGINNING** and containing 0.69 acre of land.

LEGAL DESCRIPTION

TRACT 2

15.00 ACRES

BEING a tract of land out of the Smith Elkins Survey, Abstract No. 430 in the City of Lancaster, Dallas County, Texas, being part of the 127.63 acre tract of land described in deed to Ridge South Dallas I, LLC recorded in Instrument No. 20070397850, Official Public Records of Dallas County, Texas and being more particularly described as follows:

BEGINNING at a point in the northeast right-of-way line of Dallas Avenue (120' ROW) from which the northwest corner of said 127.63 acre tract bears North 26°21'58" West, a distance of 60.07 feet;

THENCE leaving said northeast right-of-way line, the following courses and distances to wit:

North 60°57'45" East, a distance of 500.54 feet to a point for corner;

South 26°21'58" East, a distance of 1129.86 feet to a point for the beginning of a tangent curve to the right with a radius of 4380.23 feet, a central angle of 6°04'00", and a chord bearing and distance of South 23°19'58" East, 463.57 feet;

Southeasterly, with said curve, an arc distance of 463.79 feet to a point for corner;

South 20°17'59" East, a distance of 333.95 feet to a point for the beginning of a non-tangent curve to the right having a radius of 570.00 feet, a central angle of 4°38'30", a chord bearing and distance of South 69°37'45" West, 46.16 feet;

Southwesterly, with said curve, an arc distance 46.18 feet to a point for corner;

South 71°57'00" West, a distance of 61.60 feet to a point for corner;

North 29°01'30" West, a distance of 903.42 feet to a point for corner;

South 61°06'48" West, a distance of 291.69 feet to a point for corner in the northeast right-of-way line of said Dallas Avenue;

THENCE with said northeast right-of-way line, North 26°21'58" West, a distance of 998.18 feet to the **POINT OF BEGINNING** and containing 15.00 acres of land.

LEGAL DESCRIPTION

TRACT 3
6.52 ACRES

BEING a tract of land out of the Smith Elkins Survey, Abstract No. 430 in the City of Lancaster, Dallas County, Texas, being part of the 127.63 acre tract of land described in deed to Ridge South Dallas I, LLC recorded in Instrument No. 20070397850, Official Public Records of Dallas County, Texas and being more particularly described as follows:

BEGINNING at a point in the northeast right-of-way line of Dallas Avenue (120' ROW) from which the northwest corner of said 127.63 acre tract bears North 26°21'58" West, a distance of 1058.25 feet;

THENCE leaving said northeast right-of-way line, the following courses and distances to wit:
North 61°06'48" East, a distance of 291.69 feet to a point for corner;
South 29°01'30" East, a distance of 903.42 feet to a point for corner;
South 71°57'00" West, a distance of 101.81 feet to a point for the beginning of a non-tangent curve to the right having a radius of 120.00 feet, a central angle of 18°22'04", a chord bearing and distance of South 80°57'43" West, 38.30 feet;
Southwesterly, with said curve, an arc distance 38.47 feet to a point for the beginning of a reverse curve to the left with a radius of 120.00 feet, a central angle of 18°22'04", and a chord bearing and distance of South 80°57'43" West, 38.30 feet;
Southwesterly, with said curve, an arc distance of 38.47 feet to a point for corner;
South 71°57'00" West, a distance of 205.59 feet to a point for corner;
North 64°10'29" West, a distance of 14.42 feet to a point for corner in the northeast right-of-way line of said Dallas Avenue;

THENCE with said northeast right-of-way line, the following courses and distances to wit:
North 20°17'59" West, a distance of 294.17 feet to a point for the beginning of a tangent curve to the left with a radius of 3880.24 feet, a central angle of 6°04'00", and a chord bearing and distance of North 23°19'58" West, 410.66 feet;
Northwesterly, with said curve, an arc distance of 410.85 feet to a point for corner;
North 26°21'58" West, a distance of 108.35 feet to the **POINT OF BEGINNING** and containing 6.52 acres of land.

LEGAL DESCRIPTION
TRACT 4
BALMORHEA DRIVE ROW DEDICATION
0.92 ACRE

BEING a tract of land out of the Smith Elkins Survey, Abstract No. 430 in the City of Lancaster, Dallas County, Texas, being part of the 127.63 acre tract of land described in deed to Ridge South Dallas I, LLC recorded in Instrument No. 20070397850, Official Public Records of Dallas County, Texas and being more particularly described as follows:

BEGINNING at a point in the northeast right-of-way line of Dallas Avenue (120' ROW) from which the southwest corner of a 68.51 acre tract of land described in deed to Ridge South Dallas I, LLC recorded in Instrument No. 20070397851, Official Public Records of Dallas County, Texas bears South 20°17'59" West, a distance of 1497.97 feet;

THENCE with said northeast right-of-way line, North 20°17'59" West, a distance of 468.59 feet to a point for corner;

THENCE leaving said northeast right-of-way line, the following courses and distances to wit:

South 64°10'29" East, a distance of 14.42 feet to a point for corner;
North 71°57'00" East, a distance of 205.59 feet to a point for the beginning of a non-tangent curve to the right having a radius of 120.00 feet, a central angle of 18°22'04", a chord bearing and distance of North 80°57'43" East, 38.30 feet;
Northeasterly, with said curve, an arc distance 38.47 feet to a point for the beginning of a reverse curve to the left with a radius of 120.00 feet, a central angle of 18°22'04", and a chord bearing and distance of North 80°57'43" East, 38.30 feet;
Northeasterly, with said curve, an arc distance of 38.47 feet to a point for corner;
North 71°57'00" East, a distance of 163.41 feet to a point for the beginning of a tangent curve to the left with a radius of 570.00 feet, a central angle of 4°38'30", and a chord bearing and distance of North 69°37'45" East, 46.16 feet;
Northeasterly, with said curve, an arc distance of 46.18 feet to a point for corner;
South 20°17'59" East, a distance of 61.61 feet to a point for the beginning of a non-tangent curve to the right having a radius of 254.00 feet, a central angle of 2°47'38", a chord bearing and distance of South 70°33'11" West, 12.38 feet;
Southwesterly, with said curve, an arc distance 12.39 feet to a point for corner;
South 71°57'00" West, a distance of 198.66 feet to a point for the beginning of a non-tangent curve to the left having a radius of 113.17 feet, a central angle of 19°56'53", a chord bearing and distance of South 63°08'46" West, 39.20 feet;
Southwesterly, with said curve, an arc distance 39.40 feet to a point for the beginning of a non-tangent curve to the right having a radius of 120.00 feet, a central angle of 18°01'25", a chord bearing and distance of South 62°45'58" West, 37.59 feet;
Southwesterly, with said curve, an arc distance 37.75 feet to a point for corner;
South 71°57'00" West, a distance of 192.43 feet to a point for corner;
South 25°49'31" West, a distance of 13.26 feet to a point for corner;
South 20°17'59" East, a distance of 291.48 feet to a point for corner;
South 11°44'10" East, a distance of 73.87 feet to the **POINT OF BEGINNING** and containing 0.92 acres of land.

LEGAL DESCRIPTION

TRACT 5

1.75 ACRES

BEING a tract of land out of the Smith Elkins Survey, Abstract No. 430 in the City of Lancaster, Dallas County, Texas, being part of the 127.63 acre tract of land described in deed to Ridge South Dallas I, LLC recorded in Instrument No. 20070397850, Official Public Records of Dallas County, Texas and being more particularly described as follows:

COMMENCING at a point in the northeast right-of-way line of Dallas Avenue (120' ROW) for the southwest corner of a 68.51 acre tract of land described in deed to Ridge South Dallas I, LLC recorded in Instrument No. 20070397851, Official Public Records of Dallas County, Texas;

THENCE with said northeast right-of-way line, North 20°17'59" West, a distance of 1497.97 feet to a point for corner;

THENCE leaving said northeast right-of-way line, the following courses and distances to wit:

North 11°44'10" West, a distance of 73.87 feet to a point for corner;

North 20°17'59" West, a distance of 14.51 feet to the **POINT OF BEGINNING**;

THENCE following courses and distances to wit:

North 20°17'59" West, a distance of 276.97 feet to a point for corner;

North 25°49'31" East, a distance of 13.26 feet to a point for corner;

North 71°57'00" East, a distance of 192.43 feet to a point for the beginning of a non-tangent curve to the left having a radius of 120.00 feet, a central angle of 18°01'25", a chord bearing and distance of North 62°45'58" East, 37.59 feet;

Northeasterly, with said curve, an arc distance 37.75 feet to a point for the beginning of a non-tangent reverse curve to the right having a radius of 113.17 feet, a central angle of 19°56'53", a chord bearing and distance of North 63°08'46" East, 39.20 feet;
Northeasterly, with said curve, an arc distance 39.40 feet to a point for corner;
North 71°57'00" East, a distance of 112.65 feet to a point for corner;
South 29°02'53" East, a distance of 119.83 feet to a point for corner;
South 60°59'24" West, a distance of 152.79 feet to a point for corner;
South 44°51'54" West, a distance of 128.71 feet to a point for corner;
South 08°37'32" East, a distance of 69.55 feet to a point for corner;
South 60°59'24" West, a distance of 128.47 feet to the **POINT OF BEGINNING** and containing 1.75 acres of land.

LEGAL DESCRIPTION

TRACT 6

1.40 ACRE

BEING a tract of land out of the Smith Elkins Survey, Abstract No. 430 in the City of Lancaster, Dallas County, Texas, being part of the 127.63 acre tract of land described in deed to Ridge South Dallas I, LLC recorded in Instrument No. 20070397850, Official Public Records of Dallas County, Texas and being more particularly described as follows:

BEGINNING at a point in the northeast right-of-way line of Dallas Avenue (120' ROW) for southwest corner of 68.51 acre tract of land described in deed to Ridge South Dallas I, LLC recorded in Instrument No. 20070397851, Official Public Records of Dallas County, Texas bears South 20°17'59" East, a distance of 1471.42 feet;

THENCE with said northeast right-of-way line, North 20°17'59" West, a distance of 26.55 feet to a point for corner;

THENCE leaving said northeast right-of-way line, the following courses and distances to wit:

North 11°44'10" West, a distance of 73.87 feet to a point for corner;
North 20°17'59" West, a distance of 14.51 feet to a point for corner;
North 60°59'24" East, a distance of 128.47 feet to a point for corner;
North 08°37'32" West, a distance of 69.55 feet to a point for corner;
North 44°51'54" East, a distance of 128.71 feet to a point for corner;
North 60°59'24" East, a distance of 152.79 feet to a point for corner;
South 29°02'53" East, a distance of 9.78 feet to a point for corner;
South 28°57'11" East, a distance of 129.77 feet to a point for corner;
South 60°59'24" West, a distance of 191.12 feet to a point for corner;
South 08°10'50" East, a distance of 77.59 feet to a point for corner;
South 60°59'24" West, a distance of 238.46 feet to the **POINT OF BEGINNING** and containing 1.40 acres of land.

LEGAL DESCRIPTION

TRACT 7
0.72 ACRE

BEING a tract of land out of the Smith Elkins Survey, Abstract No. 430 in the City of Lancaster, Dallas County, Texas, being part of the 127.63 acre tract of land described in deed to Ridge South Dallas I, LLC recorded in Instrument No. 20070397850, Official Public Records of Dallas County, Texas and being more particularly described as follows:

COMMENCING at a point in the northeast right-of-way line of Dallas Avenue (120' ROW) for southwest corner of 68.51 acre tract of land described in deed to Ridge South Dallas I, LLC recorded in Instrument No. 20070397851, Official Public Records of Dallas County, Texas;

THENCE with the south line of said 68.51 acre tract, North 61°26'32" East, a distance of 505.52 feet to a point for corner;

THENCE leaving the south line of said 68.51 acre tract, North 20°18'49" West, a distance of 1157.17 feet to the **POINT OF BEGINNING**;

THENCE the following courses and distances to wit:

- North 29°02'53" West, a distance of 646.48 feet to a point for corner;
- North 71°57'00" East, a distance of 86.01 feet to a point for the beginning of a tangent curve to the left with a radius of 254.00 feet, a central angle of 2°47'38", and a chord bearing and distance of North 70°33'11" East, 12.38 feet;
- Northeasterly, with said curve, an arc distance of 12.39 feet to a point for corner;
- South 20°17'59" East, a distance of 635.39 feet to the **POINT OF BEGINNING** and containing 0.72 acres of land.

LEGAL DESCRIPTION

TRACT 8
3.88 ACRES

BEING a tract of land out of the Smith Elkins Survey, Abstract No. 430 in the City of Lancaster, Dallas County, Texas, being part of the 127.63 acre tract of land described in deed to Ridge South Dallas I, LLC recorded in Instrument No. 20070397850, Official Public Records of Dallas County, Texas and being more particularly described as follows:

BEGINNING at a point in the northeast right-of-way line of Dallas Avenue (120' ROW) for southwest corner of 68.51 acre tract of land described in deed to Ridge South Dallas I, LLC recorded in Instrument No. 20070397851, Official Public Records of Dallas County, Texas bears South 20°17'59" East, a distance of 1148.30 feet;

THENCE with said northeast right-of-way line, North 20°17'59" West, a distance of 323.36 feet to a point for corner;

THENCE leaving said northeast right-of-way line, the following courses and distances to wit:

- North 60°59'24" East, a distance of 238.46 feet to a point for corner;
- North 08°10'50" West, a distance of 77.59 feet to a point for corner;
- North 60°59'24" East, a distance of 191.33 feet to a point for corner;
- South 29°02'53" East, a distance of 387.09 feet to a point for corner;
- South 20°17'59" East, a distance of 5.11 feet to a point for corner;
- South 60°59'24" West, a distance of 505.83 feet to the **POINT OF BEGINNING** and containing 3.88 acres of land.

LEGAL DESCRIPTION

TRACT 9

12.86 ACRES

BEING a tract of land out of the Smith Elkins Survey, Abstract No. 430 in the City of Lancaster, Dallas County, Texas, being part of the 127.63 acre tract of land described in deed to Ridge South Dallas I, LLC recorded in Instrument No. 20070397850, Official Public Records of Dallas County, Texas and being more particularly described as follows:

BEGINNING at a point in the northeast right-of-way line of Dallas Avenue (120' ROW) for southwest corner of 68.51 acre tract of land described in deed to Ridge South Dallas I, LLC recorded in Instrument No. 20070397851, Official Public Records of Dallas County, Texas bears South 20°17'59" East, a distance of 30.31 feet;

THENCE with said northeast right-of-way line, North 20°17'59" West, a distance of 1117.75 feet to a point for corner;

THENCE leaving said northeast right-of-way line, the following courses and distances to wit:

North 60°59'24" East, a distance of 505.83 feet to a point for corner;

South 20°17'59" East, a distance of 511.71 feet to a point for corner;

South 20°19'29" East, a distance of 610.04 feet to a point for corner;

South 61°26'32" West, a distance of 505.51 feet to the **POINT OF BEGINNING** and containing 12.86 acres of land.

LEGAL DESCRIPTION

TRACT 10

0.35 ACRE

BEING a tract of land out of the Smith Elkins Survey, Abstract No. 430 in the City of Lancaster, Dallas County, Texas, being part of the 127.63 acre tract of land described in deed to Ridge South Dallas I, LLC recorded in Instrument No. 20070397850, Official Public Records of Dallas County, Texas being part of a 68.51 acre tract of land described in deed to Ridge South Dallas I, LLC recorded in Instrument No. 20070397851, Official Public Records of Dallas County, Texas and being more particularly described as follows:

BEGINNING at a point in the northeast right-of-way line of Dallas Avenue (120' ROW) for southwest corner of said 68.51 acre tract;

THENCE with said northeast right-of-way line, North 20°17'59" West, a distance of 30.31 feet to a point for corner;

THENCE leaving said northeast right-of-way line, the following courses and distances to wit:

North 61°26'32" East, a distance of 505.51 feet to a point for corner;

South 20°19'29" East, a distance of 30.31 feet to a point for corner in the south line of said 68.51 acre tract;

THENCE with said south line, South 61°26'32" West, a distance of 505.52 feet to the **POINT OF BEGINNING** and containing 0.35 acres of land.

EXHIBIT B
FUTURE LAND USE PLAN

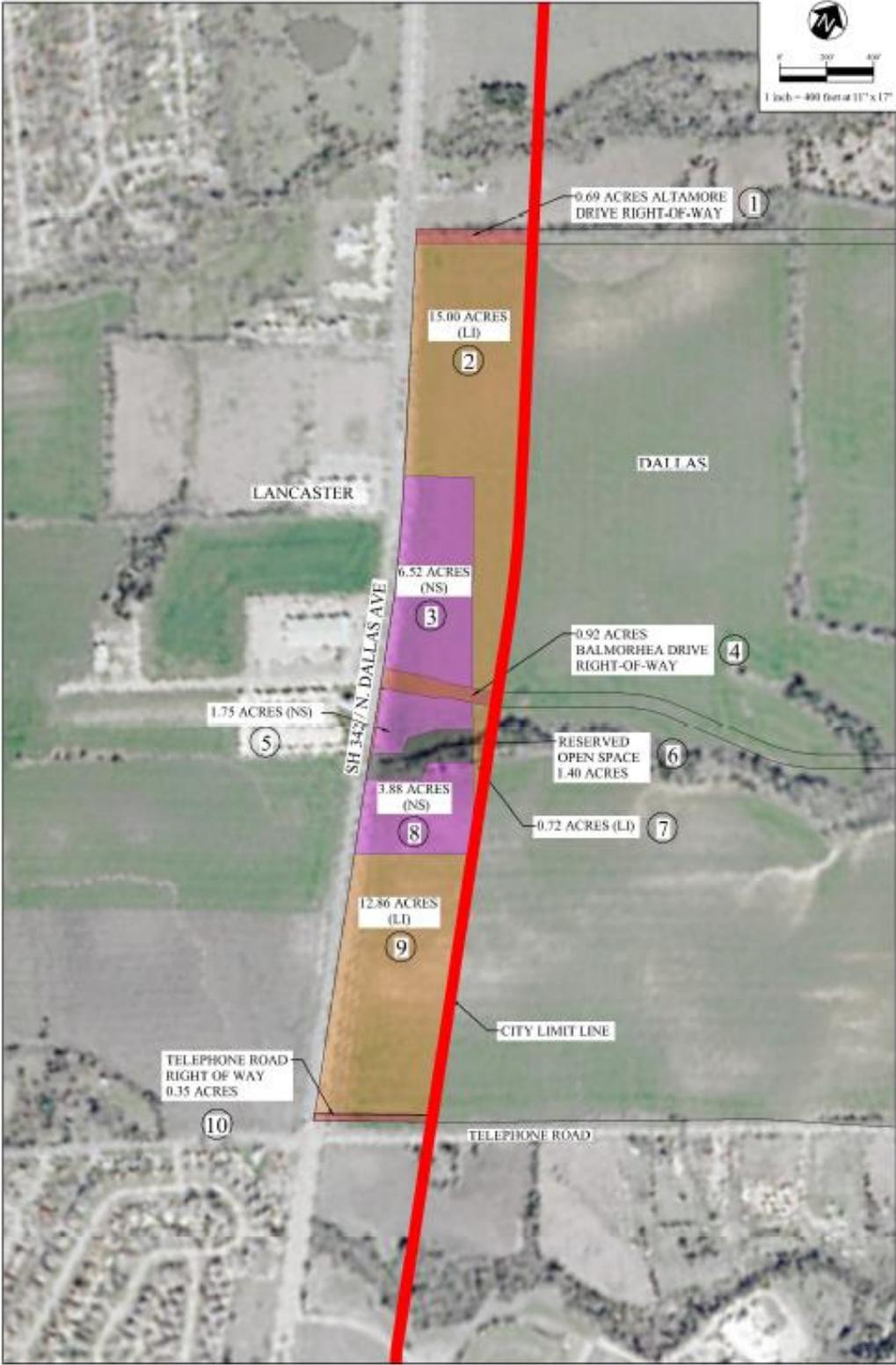


EXHIBIT D
CONCEPT PLAN

RLC LOGISTICS

Purpose and Intent

The purpose and intent of this Planned Development District is to reallocate the land use areas within the subject property in a manner that facilitates high quality development while respecting existing natural features, providing vehicular accessibility appropriate to the land uses, and maximizing flexibility for development.

Applicability

The Planned Development Regulations shall apply whenever the property owner submits for permit in the form of platting, site plan approval or public infrastructure improvements.

Reallocation of Land Uses and Permitted Uses

The allocation of land uses shall be consistent with those shown on Exhibit B of this Ordinance, the Land Use Plan. Any use allowed in NS: Neighborhood Services and LI: Light Industrial is permitted within the limits of the areas as detailed on Exhibit B. R: Retail uses are allowed in the NS use areas. The following land uses shall be prohibited under this PD zoning:

1. Animal clinic for small animals, no outdoor pens
2. Prison/Custodial Institution
3. Billiard Parlor or Pool Hall
4. Gun Club, Skeet or Target Range (Indoor)
5. Night Club, Discotheque, or Dance Hall
6. Taxidermist Shop
7. Bail Bond Service
8. Recreational Vehicles (RV) Sales and Service
9. Truck Rental
10. Welding Repair

Concept Plan

The detailed elements for consideration in support of this PD are detailed on Exhibit D of this Ordinance, the Concept Plan. Exhibit D will serve as a guide in City Staff's review of individual Site Plans supporting development applications.

Development Regulations

Unless described herein, the Development Regulations described in the current Lancaster Development Code (LDC) apply.

Signage Requirements

Entry feature monument signage is allowed in a manner consistent with that presented on Exhibit E to this Ordinance, the Sign Rendering, with a signage square footage not to exceed 150 square feet for two (2) 'major signs' at the intersection of Balmorhea and Dallas Avenue, one (1) 'minor sign' not to exceed

EXHIBIT C
DEVELOPMENT REGULATIONS

75 square feet at the intersection of Altamoore and Dallas Avenue, and one (1) 'minor sign' not to exceed 75 square feet at the intersection of Telephone Road and Dallas Avenue. Sign square footage tabulations do not include architectural or structural sign elements. Individual tract developments are anticipated to have monument signage consistent with the LDC.

Preservation of Open Space

The area described as "50' Drainage Easement" on the Final Plat for Ridge Logistics Center and as "Reserved Open Space" on Exhibit B, the Land Use Plan, will be set aside as ±1.4 acres of open space with the intent to preserve the existing stand of native trees within that feature.

Enhanced Screening along Public Rights of Way

An additional 20-foot wide open space buffer in the form of a graded berm, swale, or other landscape element shall be constructed between the tree line contemplated in the RLC Landscape Plans (±25-feet from the property/right of way line) and the LI-zoned property pavement limits. This additional buffer will not apply to Neighborhood Services use development tracts.

EXHIBIT D CONCEPT PLAN

RLC Lancaster, Texas

TABULATIONS: RIDGE LOGISTICS CENTER OPTION 10

- BLDG 1**
- SITE = 30.25 ACRES
 - BLDG = 622,440 SQ. FT.
 - CAR PARKING = 280
 - TRAILER PARKING = 144
 - 60' SPEED BAY TYP.
 - 52'-0" x 50'-0" TYP. BAY
 - 9'-0" x 10'-0" DOCK DOORS = 124
 - 12'-0" x 14'-0" RAMP UP DOORS = 4

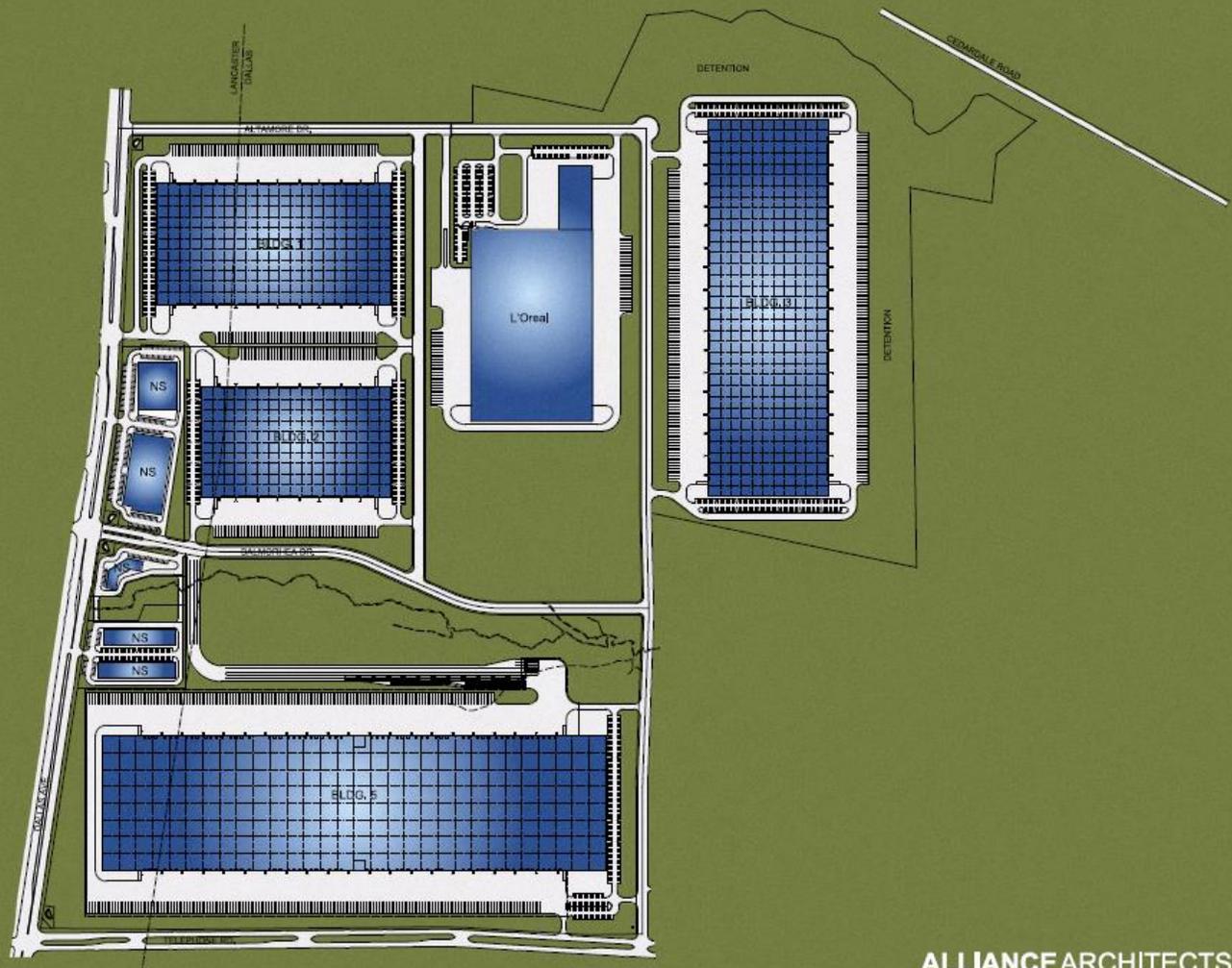
- BLDG 2**
- SITE = 23.33 ACRES
 - BLDG = 459,680 SQ. FT.
 - CAR PARKING = 240
 - TRAILER PARKING = 118
 - 52'-0" x 50'-0" TYP. BAY
 - 9'-0" x 10'-0" DOCK DOORS = 98
 - 12'-0" x 14'-0" RAMP UP DOORS = 4

- BLDG 3**
- SITE = 73.45 ACRES
 - BLDG = 622,440 SQ. FT.
 - CAR PARKING = 280
 - TRAILER PARKING = 154
 - 60' SPEED BAY TYP.
 - 52'-0" x 50'-0" TYP. BAY
 - 9'-0" x 10'-0" DOCK DOORS = 85
 - 12'-0" x 14'-0" RAMP UP DOORS = 2

- BLDG 4 - L'Oreal (Existing)**
- SITE = 50.31 ACRES

- BLDG 5**
- SITE = 93.41 ACRES
 - BUILDING = 1,288,378 SQ. FT.
 - 35'-0" CLEAR HEIGHT
 - 119 (9 x 10) DOCK DOORS
 - 4 (12 x 16) RAMP UP DOORS
 - CAR PARKING PROVIDED = 232
 - TRAILER PARKING PROVIDED = 336

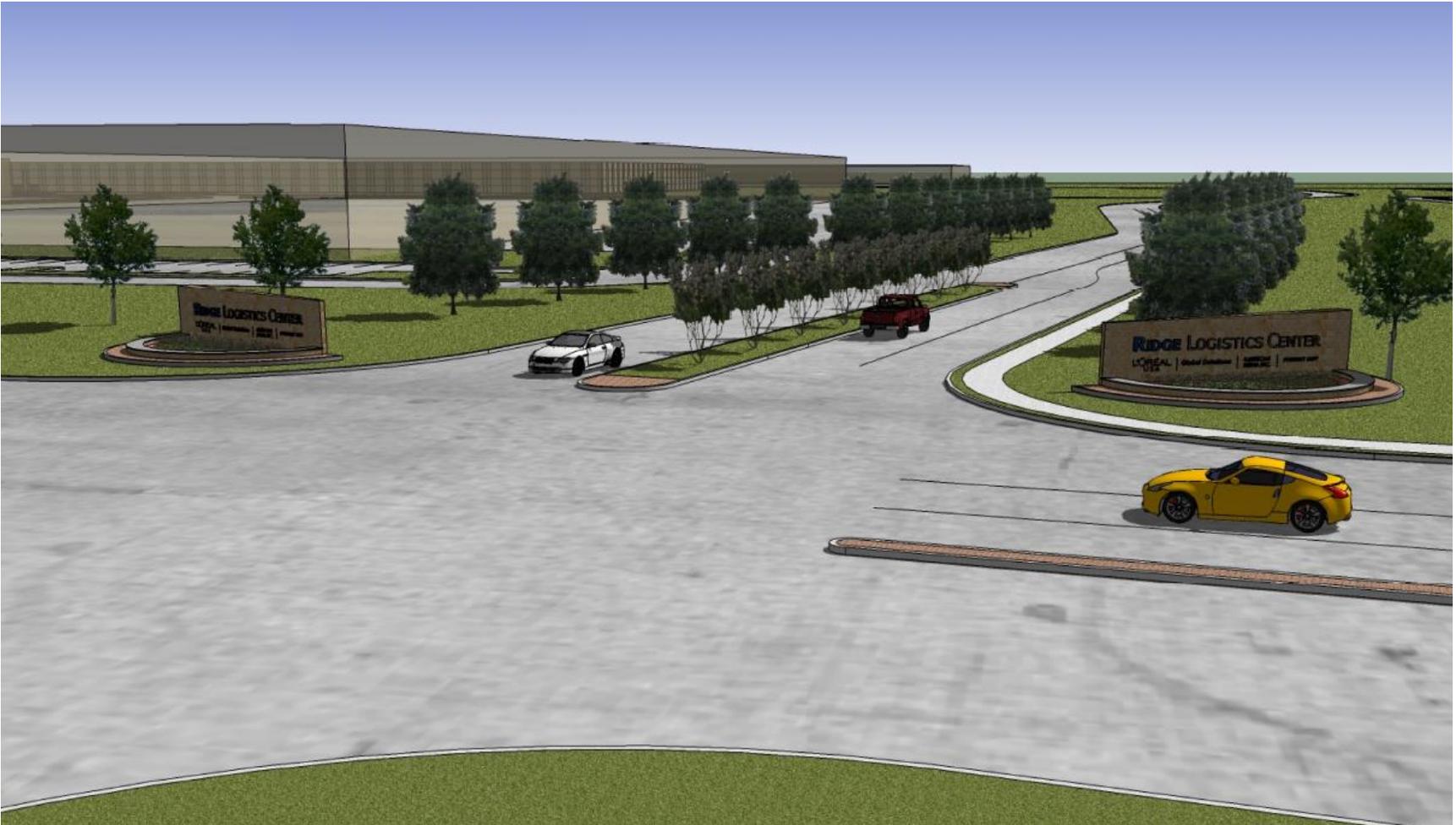
- NEIGHBORHOOD SERVICES (NS)**
- SITE = 12.02 ACRES

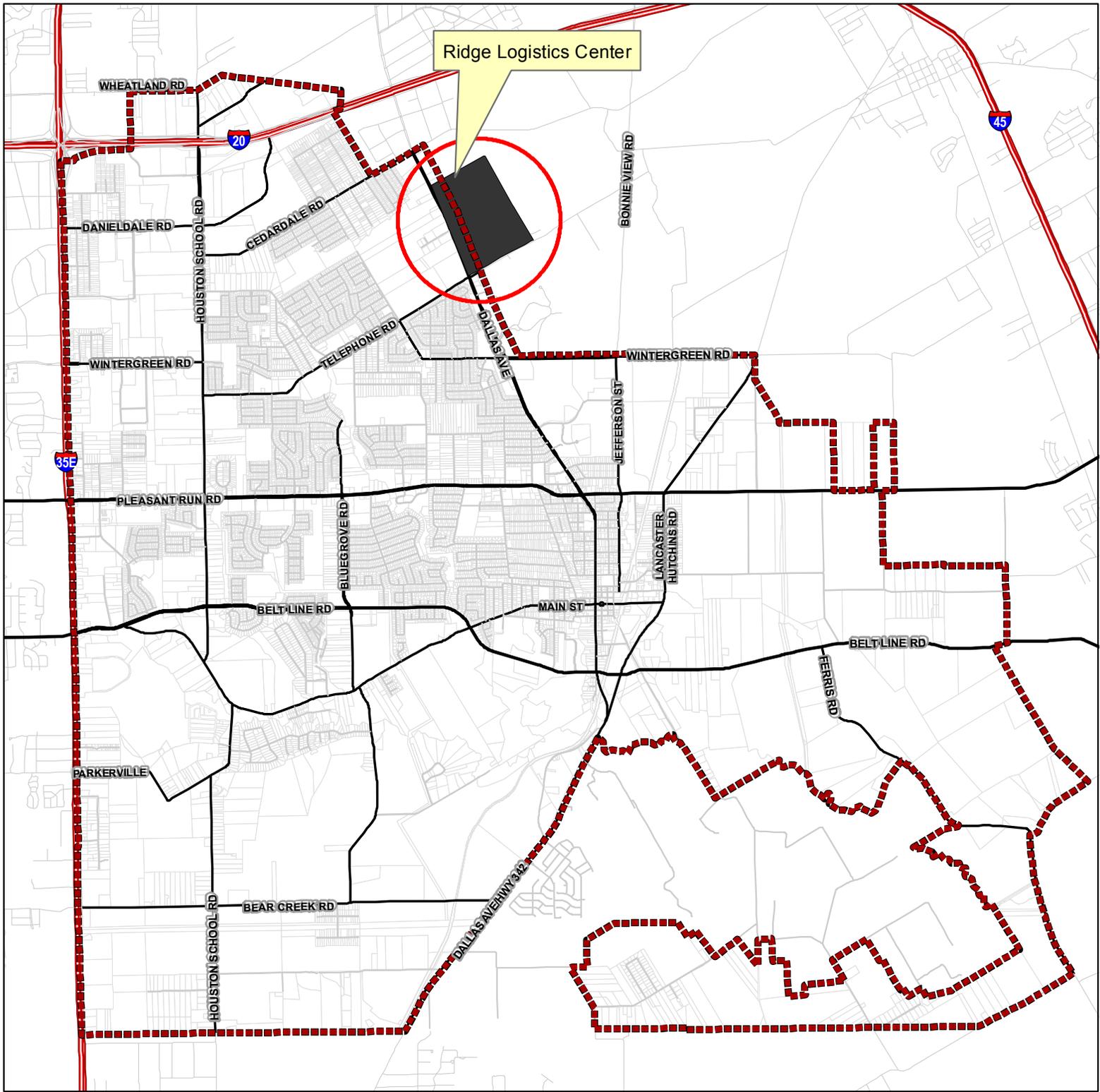


SEPTEMBER 19, 2013

ALLIANCE ARCHITECTS

EXHIBIT E
SIGN RENDERINGS



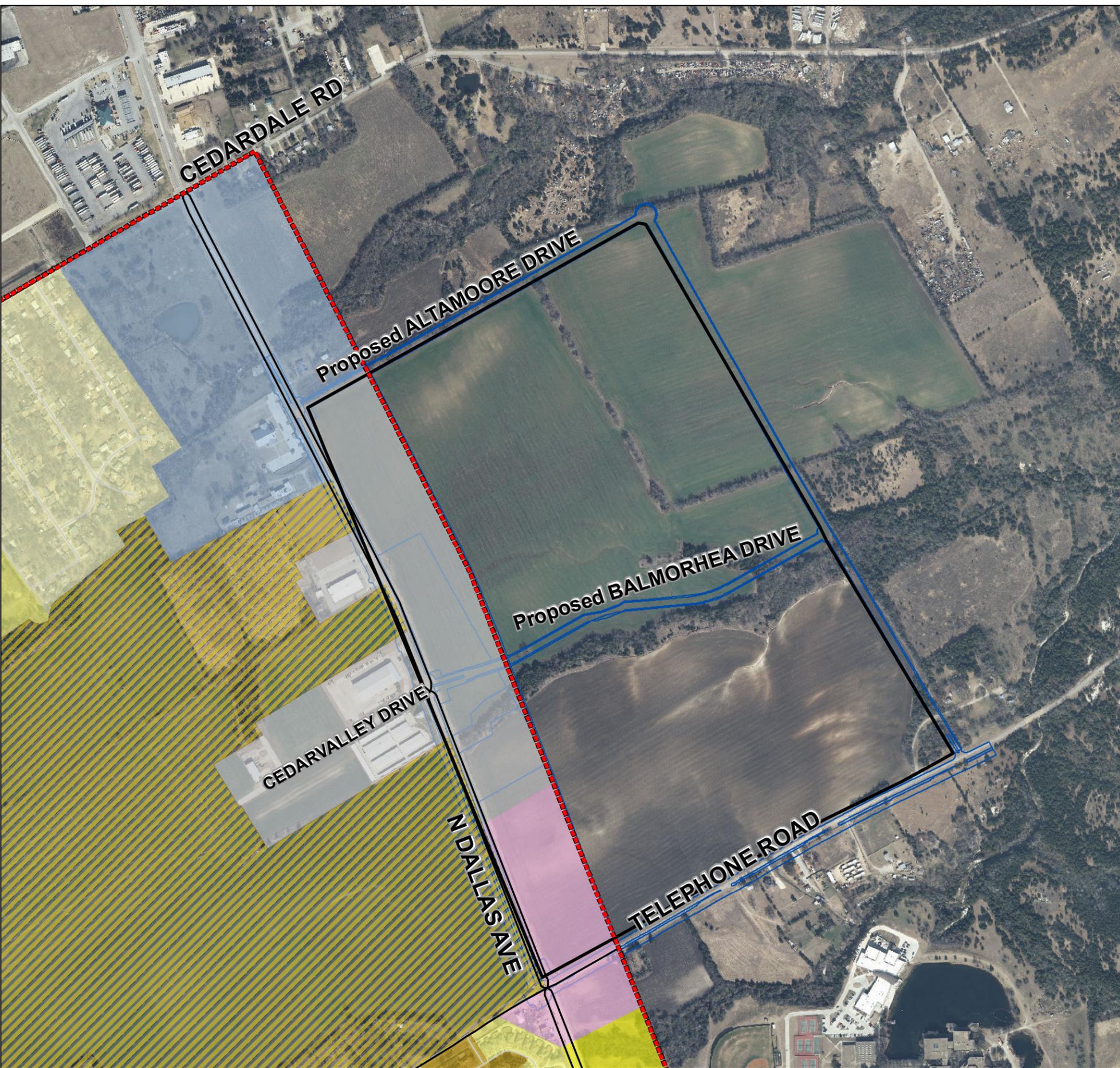


Legend

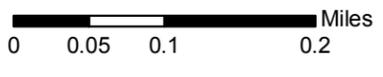
-  City Limits
-  Ridge Logistics Center
-  Parcels



Location Map
 Ridge Logistics Center
 NEC of Telephone Rd and N Dallas Ave

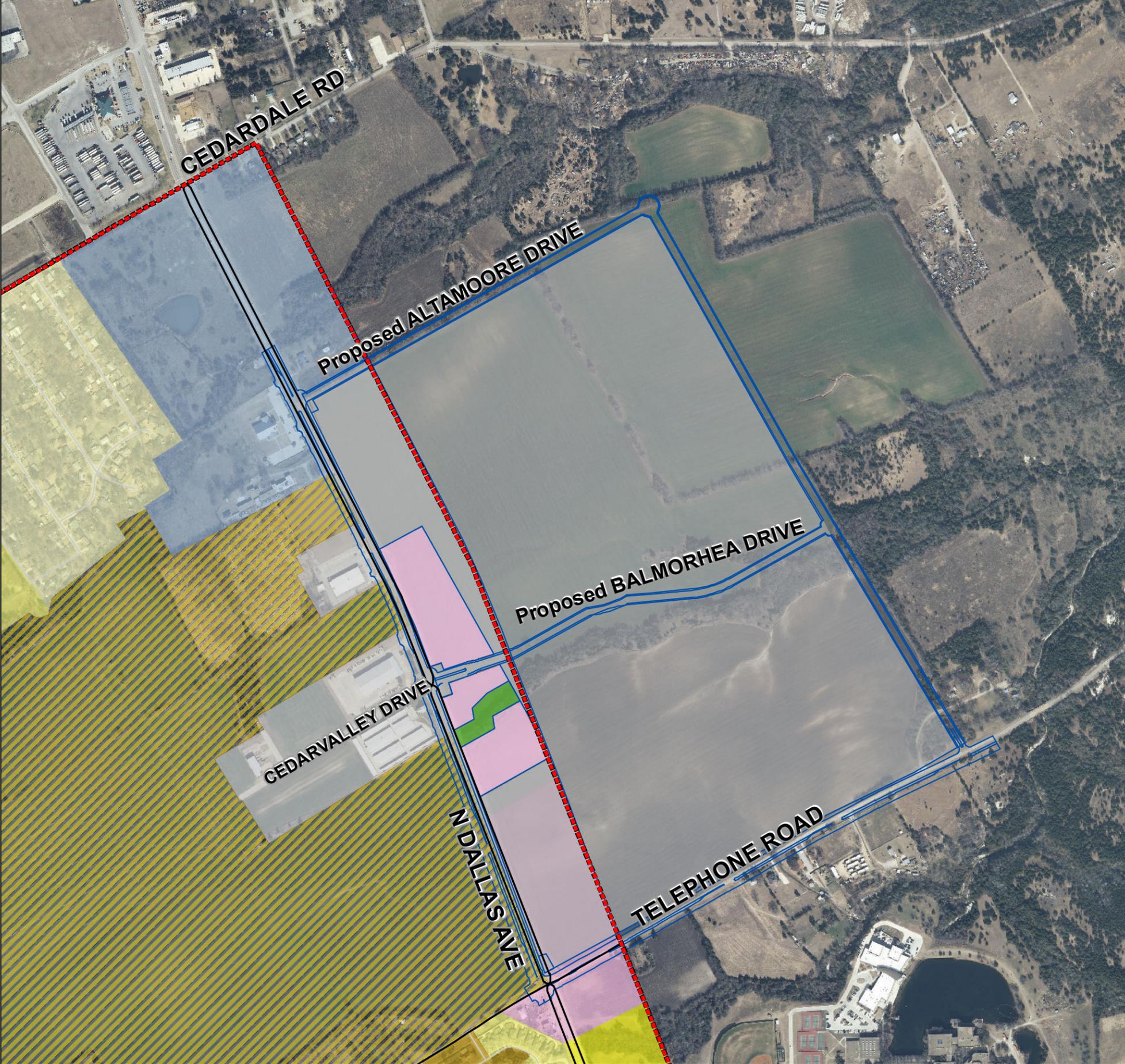


Current Zoning - Ridge Logistics Center at NEC of Telephone Rd and N Dallas Ave



Legend

- | | | |
|-----------------------------|---------------------------|-----------------------------|
| City Limits | LI (Light Industrial) | SF-4 (Residential Low) |
| Ridge Logistics Center | MI (Medium Industrial) | SF-5 (Residential Medium) |
| Zoning | MF-16 (Mulit-Family) | SF-6 (Residential High) |
| MZ (Multi-Zonning) | MH (Mobile Home) | SF-E (Single Family Estate) |
| 2F-6 (2 Family Residential) | NS (Neighborhood Service) | TC (Town Center) |
| A-O (Agricultural Open) | ORT (Office) | TH-16 (Town Home) |
| CH (Commercial Hwy) | PD (Planned Development) | TND (Residential) |
| CS (Commercial Services) | R (Retail) | ZL-7 (Zero Lot Line Res) |



Requested Zoning Reassignment within Ridge Logistics Center Planned Development (PD) at NEC of Telephone Rd and N Dallas Ave



0 0.05 0.1 0.2 Miles

Legend

City Limits

Ridge Logistics Center

Requested Zoning Reassignment

- LI
- NS
- Open Space

Zoning

- MZ (Multi-Zonning)
- 2F-6 (2 Family Residential)
- A-O (Agricultural Open)

- | | |
|---------------------------|-----------------------------|
| CH (Commercial Hwy) | R (Retail) |
| CS (Commercial Services) | SF-4 (Residential Low) |
| LI (Light Industrial) | SF-5 (Residential Medium) |
| MI (Medium Industrial) | SF-6 (Residential High) |
| MF-16 (Multifamily) | SF-E (Single Family Estate) |
| MH (Mobile Home) | TC (Town Center) |
| NS (Neighborhood Service) | TH-16 (Town Home) |
| ORT (Office) | TND (Residential) |
| PD (Planned Development) | ZL-7 (Zero Lot Line Res) |





City of Lancaster Planning Department



NOTICE OF PUBLIC HEARING

TO: Property Owner

RE: Consider an application to amend the Comprehensive Plan and the map thereof by designating approximately 44.08 ± acres of land from Retail (R) to Light Industrial (LI) and rezone approximately 11.04 ± acres of land from Light Industrial (LI) to Neighborhood Services (NS) and an additional 11.08 ± acres of land from Neighborhood Services (NS) to Light Industrial (LI) zoning.

LOCATION: The property is located at North-East corner of Telephone Road and Dallas Avenue, described as Lots 1, 2 and 3, Block A of Smith Elkins Survey, Abstract 430, Page 325, City of Lancaster, Dallas County, Texas. A location map depicting the property and the 200-ft notification area is attached for reference. This notice and the notification area are required under Chapter 211.007 of the Texas Local Government Code.

EXPLANATION OF REQUEST: The Applicant requests to rezone this property for the purpose of developing Ridge Logistics Center. [Case No. – Z13-03]

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

COMMENTS: _____

SIGNATURE: _____

ADDRESS: _____

Your written comments are being solicited in the above case. Additional information is available in the Department of Planning at 700 E. Main. The Planning and Zoning Commission will hold a public hearing and take action on the above case at their meeting on Tuesday, September 24, 2013 at 7:00 pm. The City Council will hold a public hearing and take action on the above case at their meeting on Monday, October 28, 2013 at 7:00 pm. Meetings are typically held in the City Council Chambers, City of Lancaster Municipal Center, 211 N. Henry Street, Lancaster, Texas.

Please legibly respond in ink. If the signature and/or address is missing, your comments will not be recorded. Your response must be received in the Department of Planning by 5 pm on Wednesday, September 18, 2013 for your comments to be included in the Planning and Zoning Commission's 09/24/2013 packet. Responses received after that time will be forwarded to the Commission at the public hearing.

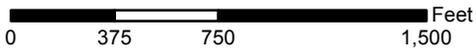
<p>If you have any questions concerning this request, please contact the Planning Division Phone 972-218-1240 FAX 972-227-7220</p>	<p>RETURN BY FAX OR MAIL City of Lancaster Planning Division Lancaster, TX 75146-0940</p>
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City of Lancaster
NEC Telephone Rd. and S Dallas Ave.
200' Notification Area



- Subject Property
- Notification Parcels
- 200' Notification Area





City of Lancaster Planning Department



NOTICE OF PUBLIC HEARING

TO: Property Owner

RE: Consider an application to amend the Comprehensive Plan and the map thereof by designating approximately 44.08 ± acres of land from Retail (R) to Light Industrial (LI) and rezone approximately 11.04 ± acres of land from Light Industrial (LI) to Neighborhood Services (NS) and an additional 11.08 ± acres of land from Neighborhood Services (NS) to Light Industrial (LI) zoning.

LOCATION: The property is located at North-East corner of Telephone Road and Dallas Avenue, described as Lots 1, 2 and 3, Block A of Smith Elkins Survey, Abstract 430, Page 325, City of Lancaster, Dallas County, Texas. A location map depicting the property and the 200-ft notification area is attached for reference. This notice and the notification area are required under Chapter 211.007 of the Texas Local Government Code.

EXPLANATION OF REQUEST: The Applicant requests to rezone this property for the purpose of developing Ridge Logistics Center. [Case No. – Z13-03]

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

COMMENTS: _____

SIGNATURE: *Maigie R. Dem*

ADDRESS: *13403 Alchester Ln Houston TX 77079*

Your written comments are being solicited in the above case. Additional information is available in the Department of Planning at 700 E. Main. The Planning and Zoning Commission will hold a public hearing and take action on the above case at their meeting on Tuesday, September 24, 2013 at 7:00 pm. The City Council will hold a public hearing and take action on the above case at their meeting on Monday, October 28, 2013 at 7:00 pm. Meetings are typically held in the City Council Chambers, City of Lancaster Municipal Center, 211 N. Henry Street, Lancaster, Texas.

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<p>If you have any questions concerning this request, please contact the Planning Division Phone 972-218-1240 FAX 972-227-7220</p>	<p>RETURN BY FAX OR MAIL City of Lancaster Planning Division Lancaster, TX 75146-0940</p>
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City of Lancaster Planning Department



NOTICE OF PUBLIC HEARING

TO: Property Owner

RE: Consider an application to amend the Comprehensive Plan and the map thereof by designating approximately 44.08 ± acres of land from Retail (R) to Light Industrial (LI) and rezone approximately 11.04 ± acres of land from Light Industrial (LI) to Neighborhood Services (NS) and an additional 11.08 ± acres of land from Neighborhood Services (NS) to Light Industrial (LI) zoning.

LOCATION: The property is located at North-East corner of Telephone Road and Dallas Avenue, described as Lots 1, 2 and 3, Block A of Smith Elkins Survey, Abstract 430, Page 325, City of Lancaster, Dallas County, Texas. A location map depicting the property and the 200-ft notification area is attached for reference. This notice and the notification area are required under Chapter 211.007 of the Texas Local Government Code.

EXPLANATION OF REQUEST: The Applicant requests to rezone this property for the purpose of developing Ridge Logistics Center. [Case No. – Z13-03]

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

COMMENTS:

SIGNATURE:

ADDRESS:

Margie R. Horn
13403 Alchester Heights 77019

Your written comments are being solicited in the above case. Additional information is available in the Department of Planning at 700 E. Main. The Planning and Zoning Commission will hold a public hearing and take action on the above case at their meeting on Tuesday, September 24, 2013 at 7:00 pm. The City Council will hold a public hearing and take action on the above case at their meeting on Monday, October 28, 2013 at 7:00 pm. Meetings are typically held in the City Council Chambers, City of Lancaster Municipal Center, 211 N. Henry Street, Lancaster, Texas.

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 FAX 972-227-7220

RETURN BY FAX OR MAIL
 City of Lancaster
 Planning Division
 Lancaster, TX 75146-0940



City of Lancaster Planning Department



NOTICE OF PUBLIC HEARING

TO: Property Owner

RE: Consider an application to amend the Comprehensive Plan and the map thereof by designating approximately 44.08 ± acres of land from Retail (R) to Light Industrial (LI) and rezone approximately 11.04 ± acres of land from Light Industrial (LI) to Neighborhood Services (NS) and an additional 11.08 ± acres of land from Neighborhood Services (NS) to Light Industrial (LI) zoning.

LOCATION: The property is located at North-East corner of Telephone Road and Dallas Avenue, described as Lots 1, 2 and 3, Block A of Smith Elkins Survey, Abstract 430, Page 325, City of Lancaster, Dallas County, Texas. A location map depicting the property and the 200-ft notification area is attached for reference. This notice and the notification area are required under Chapter 211.007 of the Texas Local Government Code.

EXPLANATION OF REQUEST: The Applicant requests to rezone this property for the purpose of developing Ridge Logistics Center. [Case No. – Z13-03]

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

COMMENTS:

SIGNATURE:

Margie R. [Signature]

ADDRESS:

13403 Alchester Houston TX 77049

Your written comments are being solicited in the above case. Additional information is available in the Department of Planning at 700 E. Main. The Planning and Zoning Commission will hold a public hearing and take action on the above case at their meeting on Tuesday, September 24, 2013 at 7:00 pm. The City Council will hold a public hearing and take action on the above case at their meeting on Monday, October 28, 2013 at 7:00 pm. Meetings are typically held in the City Council Chambers, City of Lancaster Municipal Center, 211 N. Henry Street, Lancaster, Texas.

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RETURN BY FAX OR MAIL
 City of Lancaster
 Planning Division
 Lancaster, TX 75146-0940



City of Lancaster Planning Department



NOTICE OF PUBLIC HEARING

TO: Property Owner

RE: Consider an application to amend the Comprehensive Plan and the map thereof by designating approximately 44.08 ± acres of land from Retail (R) to Light Industrial (LI) and rezone approximately 11.04 ± acres of land from Light Industrial (LI) to Neighborhood Services (NS) and an additional 11.08 ± acres of land from Neighborhood Services (NS) to Light Industrial (LI) zoning.

LOCATION: The property is located at North-East corner of Telephone Road and Dallas Avenue, described as Lots 1, 2 and 3, Block A of Smith Elkins Survey, Abstract 430, Page 325, City of Lancaster, Dallas County, Texas. A location map depicting the property and the 200-ft notification area is attached for reference. This notice and the notification area are required under Chapter 211.007 of the Texas Local Government Code.

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

COMMENTS: _____

SIGNATURE: *Mary R. Dan*

ADDRESS: *13403 Alchester Houston TX 77079*

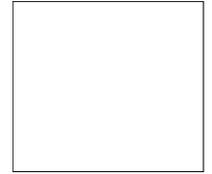
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<p>If you have any questions concerning this request, please contact the Planning Division Phone 972-218-1240 FAX 972-227-7220</p>	<p>RETURN BY FAX OR MAIL City of Lancaster Planning Division Lancaster, TX 75146-0940</p>
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**NOTICE OF MEETING AGENDA
PLANNING & ZONING COMMISSION
CITY OF LANCASTER, TEXAS
MUNICIPAL CENTER
CITY COUNCIL CHAMBERS
211 N. HENRY STREET, LANCASTER, TEXAS
TUESDAY, SEPTEMBER 24, 2013 – 7:00 P.M.**



**Chair, Quinnie Wright
Vice-Chair, Lawrence Prothro**

**Commissioner Genevieve Robinson
Commissioner Roosevelt Nichols
Commissioner Tom Barnett**

As authorized by Section 551.071(2) of the Texas Government Code, this meeting may be convened into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any agenda item herein.

The City of Lancaster reserves the right to reconvene, recess or realign the Regular Session or called Executive Session or order of business at any time prior to adjournment.

7:00 P.M.

AGENDA

CALL TO ORDER

CITIZENS COMMENTS (At this time citizens will be allowed to speak only on matters contained on the Planning and Zoning Commission agenda)

ACTION

1. Election of Chair and Vice-Chair for the Planning and Zoning Commission.

PUBLIC HEARING

2. **Z13-03** Conduct a Public Hearing and consider an amendment to the comprehensive plan and the map thereof by designating approximately 44.08 ± acres of land from Retail (R) to Light Industrial (LI); and, to rezone approximately 11.08 ± acres of land from Light Industrial (LI) to Neighborhood Services (NS) and to rezone an additional 11 ± acres from Neighborhood Services (NS) to Light Industrial (LI), such land being a part of approximately 44.08 ± acre tract of land, described as Lots 1, 2 and 3, Block A, of Smith Elkins Survey, Abstract 430, Page 325, City of Lancaster, Dallas County, Texas and generally known as the Ridge Logistics Center located at the North East corner of Telephone Road and N. Dallas Avenue.

ADJOURNMENT

ACCESSIBILITY STATEMENT

The Municipal Building is wheelchair accessible. If you plan to attend the meeting and have a physical impairment, which requires special arrangements or require sign interpretive services,

please contact the City Secretary's Office 72 hours prior to the meeting at (972) 218-1310 or TDD 1-800-735-2988. Reasonable accommodations will be made to assist your needs.

CERTIFICATE

I hereby certify the above Notice of Meeting was posted at the Lancaster City Hall,

September 20, 2013 @ 5:00 am/pm.

**Surupa Sen, Senior Planner,
Public Works and Development Services**

PLANNING & ZONING COMMISSION

Agenda Communication for
September 24, 2013

#2

Z13-03 Conduct a Public Hearing and Consider a Comprehensive Plan Amendment by designating approximately 44.08 acres of land from Retail (R) to Light Industrial (LI) and to rezone approximately 11.08 acres of land from Light Industrial (LI) to Neighborhood Services (NS) and to rezone an additional 11.08 acres of land from Neighborhood Services (NS) to Light Industrial (LI). The Property is located on the Northeast corner of Telephone Road and North Dallas Avenue. The property is approximately 44.08 acres, described as Lots 1, 2 and 3, Block A, Ridge Logistics Center of Smith Elkins Survey, Abstract 430, Page 325, City of Lancaster, Dallas County, Texas.

Background

1. **Location and Size:** The property is located on the northeast corner of the intersection of Dallas Avenue and Telephone Road. The combined parcels contain 44.078 acres of land.
2. **Current Zoning:** The subject property is currently zoned Light Industrial (LI) towards north side and Neighborhood Services (NS) at the North-East corner of Telephone Road and Dallas avenue. The applicant is requesting a Planned Development (PD) where the NS and LI land use designations will be re-assigned within the 44.08 acres of land area. Attached Exhibit B shows the proposed Land Use assignments.
3. **Adjacent Properties:**
North: CH, Commercial Highway
South: NS, Neighborhood Services (undeveloped)
East: Light Industrial (City of Dallas)
West: PD –LI, Planned Development Light Industrial (Lancaster Logistics Industrial Center)
4. **Comprehensive Plan Compatibility:** The Comprehensive Plan Future Land Use map designates this area as Light Industrial (LI) and Retail (R) land use. As the Neighborhood Services and the Light Industrial zoning designations are being reassigned, this proposal will require a Comprehensive Plan amendment to be considered concurrently.
5. **Public Notification:** On Friday, September 6, 2013, a notice for this public hearing appeared in the Focus Daily Newspaper. Notifications of this public hearing were mailed to seventeen (17) property owners that are within 200 feet of the subject property

on Friday, September 6, 2013. Zoning signs were placed on the subject property. One property owner has responded in favor of this application who owns four lots (100, 110, 120, and 3164 E Telephone Road) within the 200' notification area.

6. Case History:

Date	Body	Action
06/05/07	P&Z	Z07-17 Comprehensive Plan amendment and Zoning Change request recommended approval w/R at northeast corner of Telephone Road and Dallas Avenue.
06/25/07	CC	Z07-17 Approved with stipulations
02/16/10	P&Z	Z10-05 Land swap and rezoning request recommended for approval
03/08/10	CC	Z10-05 Land swap and rezoning request tables until March 22, 2010
04/12/10		Z10-05 Applicant withdrew application until a later date
05/24/10	CC	Z10-05 Land swap request denied, no action taken on companion items
02/11/13	CC	Denied - Waiving requirement for connection to Lancaster water and wastewater system and resolution for ongoing maintenance of median on right-of-ways.
09/03/13	P&Z	PS 13-08 Lots 1, 2, 3, Block A, Ridge Logistics Center Final Plat approved.

Considerations

This is a unique rezoning request where existing Light Industrial (LI) and Neighborhood Services (NS) zoning designations are requested to be re-assigned among themselves while keeping the total land area under each zoning designation same. Existing property is a combination of three lots with 44.08 acres of land. The southernmost corner of the property (at the northeast corner of Telephone Road and Dallas Avenue) has 11.08 acres of land zoned Neighborhood Services (NS). Rest of the property is currently zoned Light Industrial (LI). Applicant is requesting to rezone the property to a Planned Development (PD) where existing NS zoned land will be changed to LI and an equivalent amount or 11.08 acres of LI land around proposed Balmorhea Drive will be changed to NS zoning. The PD Ordinance and concept plan shows the proposed reassignment of zoning designations.

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

Consistency with the Comprehensive Plan: The future land use map of the Lancaster Comprehensive Plan identifies this site as Retail land use. The requested zoning and land use contains both elements that appear compatible and those that do not match the Comprehensive Plan. This application is also a request for an amendment to the Lancaster Comprehensive Plan allowing the Light Industrial (LI) land use instead of the Retail (R) land use.

The comprehensive plan amendment request is under concurrent consideration with the zoning change request. The comprehensive plan amendment request has to be considered in the Planning and Zoning Commission recommendation. As per Lancaster Development Code, Section 14.1002, the PD Concept Plan "should be generally consistent with City's

Comprehensive Plan (as such plan may be amended prior to or concurrently with approval of the PD District).”

Potential Impact on Adjacent Development: This property is part of a much larger tract that is currently under construction within the City of Dallas corporate limits. The 44.08 acres under this rezoning request is within City of Lancaster corporate limits and is currently undeveloped. Properties to the north, south and west are undeveloped. Recently 251 acres of land west of this property across Dallas Avenue has been approved for a PD-LI zoning. This property is part of Ridge Logistic Center development and is compatible with the potential Logistics Hub development in Dallas and the proposed Logistic Distribution Center west of this site.

Availability of utilities and access: The subject property is served by City of Lancaster water and sanitary sewer. The applicant is not proposing to connect utility from Lancaster. This proposed development will be served by City of Dallas water-sewer utilities. Only landscape and streetscape improvements proposed along N Dallas Avenue will be connected to Lancaster water utility for irrigation purposes.

Site conditions such as vegetation, topography and flood plain: The subject property is currently undeveloped. Upon construction of this site factors such as vegetation, topography and flood plain issues will be addressed as part of the site plan approval process and more specifically during the civil review before construction. Construction drawings for the two proposed streets Altamore and Balmorhea Drives to serve this site from Dallas Avenue has been reviewed by City of Lancaster. The area described as “50’ Drainage Easement” on the Final Plat for Ridge Logistics Center and as “Reserved Open Space” on Exhibit B – Land Use Plan will be set aside as ±1.4 acres of open space with the intent to preserve the existing stand of native trees within that feature. This portion contains a “Waters of the US” natural water system. The term “Waters of the United States” is defined as it applies to the jurisdictional limits of the authority of the Corps of Engineers under the Clean Water Act. Section 404 of the Clean Water Act and CFR Parts 320-330, prescribes policy, practice, and procedures to be used in determining the extent of jurisdiction of the Corps of Engineers concerning “waters of the United States.” Any permanent or temporary man-made changes to the boundaries of the Waters of the US are evaluated by the US Corps of Engineers based on a nation-wide or an individual 404 permit. This is lengthy and costly process that might take 12 – 18 months depending on the nature of the application. As a result the 1.41 acres and 3.85 acres of NS zoned pieces as proposed might have some development issues.

Timing of Development as it relates to Lancaster’s Capital Improvement Plan: The City of Lancaster Capital Improvement Plan (CIP) does not include any immediate improvement along Telephone Road, and N. Dallas Avenue. However, the applicant has dedicated adequate right-of-way on all adjacent roadways as per City of Lancaster Thoroughfare Plan during the Final Plat approval process.

Quality Development

One of the strategic goals and objectives of the City of Lancaster is to promote Quality Development within the City. The purpose and intent of this Planned Development (PD) District is to reallocate the land use areas within the subject property in a manner that facilitates high quality development while respecting existing natural features, providing vehicular accessibility appropriate to the land uses, and maximizing flexibility for development. In addition to the street trees and landscape buffer to be installed by the applicant as part of the two new roadway

construction, a 20-foot wide open space buffer in the form of a graded berm, swale, or other landscape element shall be constructed between the tree line contemplated in the RLC Landscape Plans (± 25 -feet from the property/right of way line) and the LI-zoned property pavement limits. This additional buffer will not apply to the land zoned Neighborhood Services (NS) as proposed around Balmorhea Drive.

- Applicant is proposing entry feature monument signage in a manner consistent with that presented on Exhibit D – Sign Rendering with a signage square footage not to exceed 150 square feet for two (2) ‘major signs’ at the intersection of Balmorhea and Dallas Avenue, one (1) ‘minor sign’ not to exceed 75 square feet at the intersection of Altamoore and Dallas Avenue, and one (1) ‘minor sign’ not to exceed 75 square feet at the intersection of Telephone Road and Dallas Avenue. Lancaster Sign Ordinance allows one 75 square feet monument sign for a multitenant project and one 50 square feet monument sign for single tenant project. The applicant is requesting for four bigger monument signs for this project. Individual tract developments are anticipated to have monument signage consistent with the Lancaster Sign Ordinance.

Majority of this logistics development is within the City of Dallas. As per the concept plan a portion of Building 5 will be within the City of Lancaster. This particular project site has gone through several prior applications and re-zoning attempts with City of Lancaster. The development is almost completely within City of Dallas and does not provide any immediate tangible economic benefit to the City. There will be no building permit review as none of the proposed buildings (may be a small part of Building 5) will be in Lancaster. No tax benefits will be incurred by the City of Lancaster. This is a situation very similar to the Cedar Valley Community College where only the monument sign identifying the College is within Lancaster. However, that does not discount the positive impact of having a Community College available for Lancaster young population within such close proximity. The Ridge Logistic Center, on the other hand will impact Lancaster roadway network by generating additional commercial traffic resulting from two primary entryways on N Dallas Avenue. The project will result in additional landscaping and buffering along N Dallas Avenue along with four entryway monument signage for Ridge Logistics.

After careful review of the zoning application and previously approved plans and documents associated with this project, staff is of the opinion that this proposed project meets Lancaster Development Code and other applicable ordinances at this stage of development.

Options/Alternatives

- 1) Recommend approval of the comprehensive plan amendment and rezoning request
- 2) Recommend approval of the comprehensive plan amendment and rezoning request with stipulations and state those for the record
- 3) Recommend denial of the comprehensive plan amendment and rezoning request
- 4) Table the comprehensive plan amendment and rezoning request and direct staff

Staff Recommendation

Staff has no recommendation for this application.

Approval Process

Upon recommendation by the Planning and Zoning Commission, the City Council will conduct a public hearing and render a final decision for this item at their October 28, 2013, regular meeting.

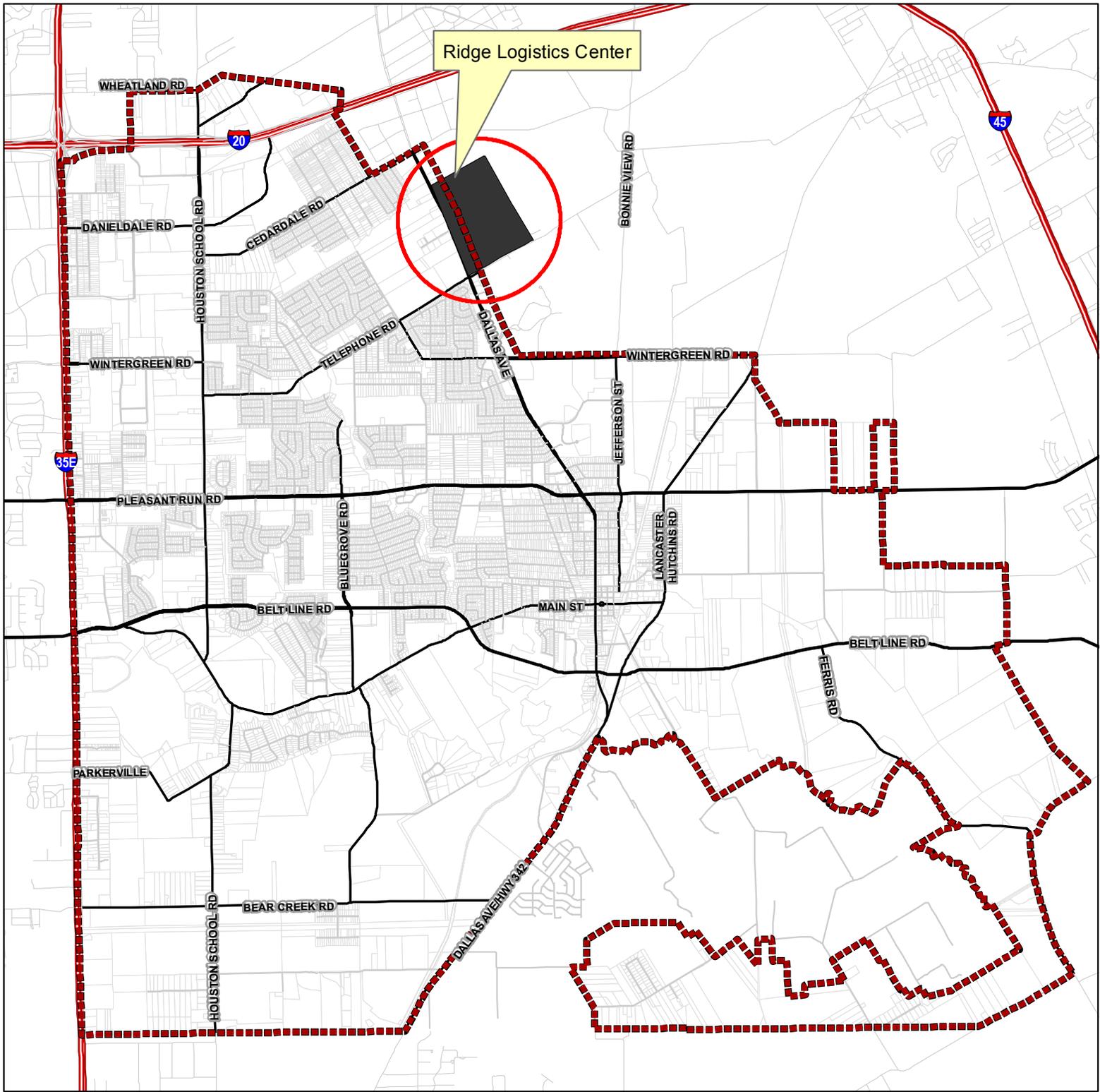
Attachments

- Location Map
- Current Zoning Map
- Requested Zoning Reassignment Map
- Property Owner Notification
- Property Owner Response
- Exhibit A – Draft PD Regulations
- Exhibit B – Proposed Land Use Plan
- Exhibit C – Concept Plan
- Exhibit D - Proposed Signage
- Exhibit E - Excerpted Construction Plan Sheets for Ridge Logistics Center Infrastructure Improvements (Sheets 112-122).

Prepared By and Submitted By:

Surupa Sen
Senior Planner, Public Works and Development Services

Date: September 24, 2013



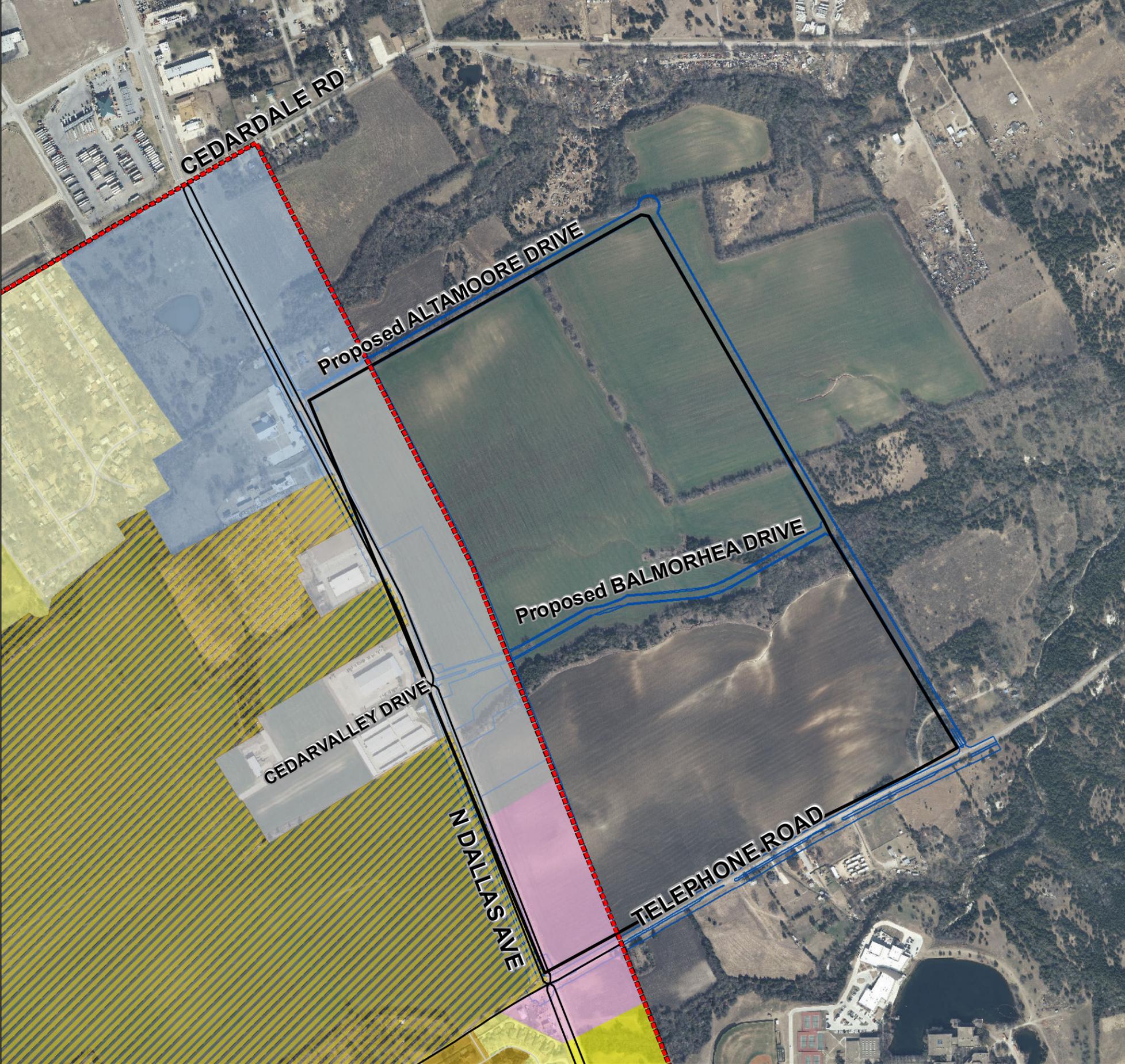
Ridge Logistics Center

Legend

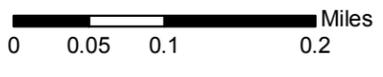
-  City Limits
-  Ridge Logistics Center
-  Parcels

Location Map
Ridge Logistics Center
NEC of Telephone Rd and N Dallas Ave





Current Zoning - Ridge Logistics Center at NEC of Telephone Rd and N Dallas Ave



Legend

City Limits

Ridge Logistics Center



Zoning

MZ (Multi-Zonning)

2F-6 (2 Family Residential)

A-O (Agricultural Open)

CH (Commercial Hwy)

CS (Commercial Services)

LI (Light Industrial)

MI (Medium Industrial)

MF-16 (Mulit-Family)

MH (Mobile Home)

NS (Neighborhood Service)

ORT (Office)

PD (Planned Development)

R (Retail)

SF-4 (Residential Low)

SF-5 (Residential Medium)

SF-6 (Residential High)

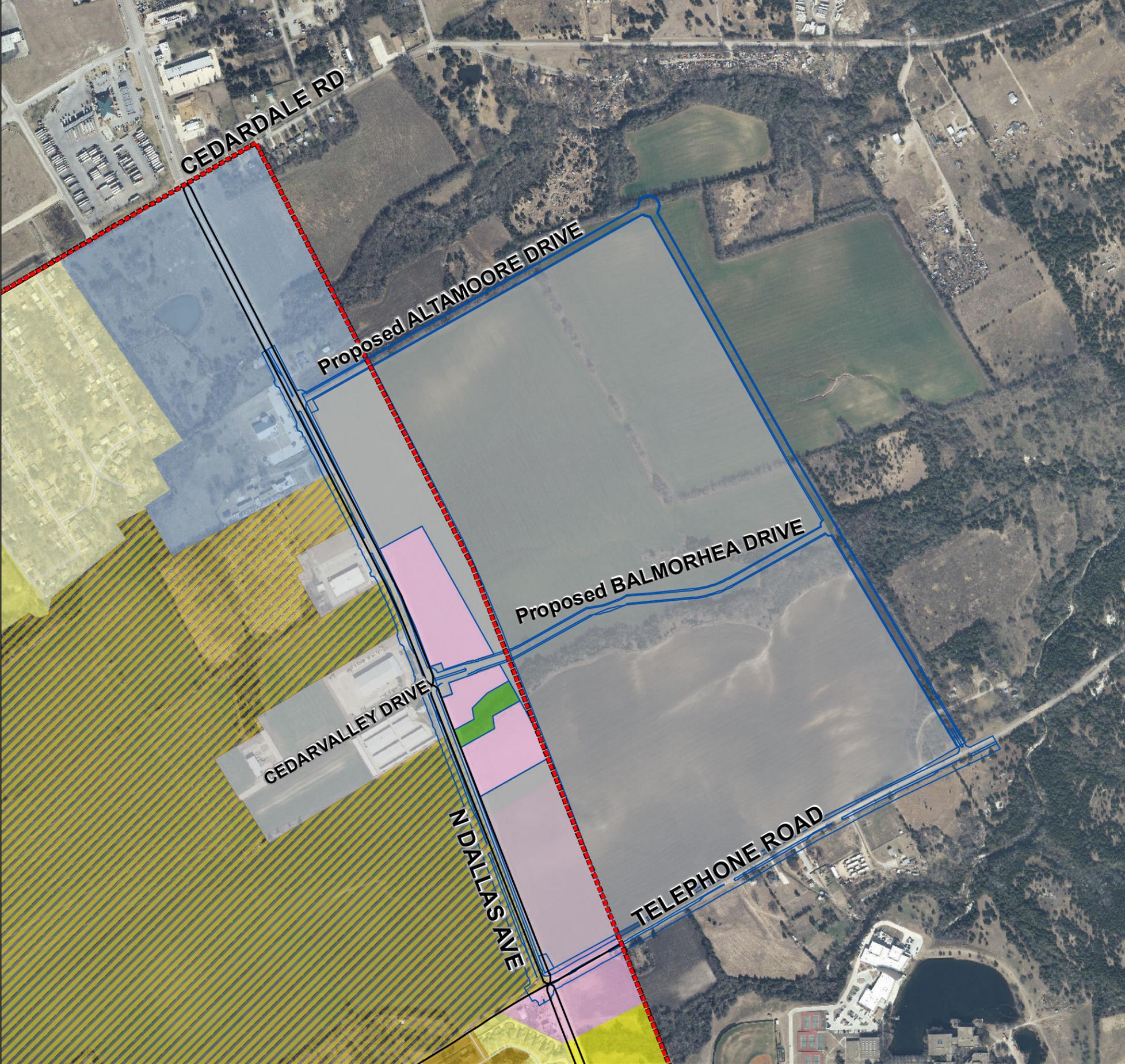
SF-E (Single Family Estate)

TC (Town Center)

TH-16 (Town Home)

TND (Residential)

ZL-7 (Zero Lot Line Res)



Requested Zoning Reassignment within Ridge Logistics Center Planned Development (PD) at NEC of Telephone Rd and N Dallas Ave



0 0.05 0.1 0.2 Miles

Legend



City Limits

Ridge Logistics Center

Requested Zoning Reassignment

LI

NS

Open Space

Zoning

MZ (Multi-Zonning)

2F-6 (2 Family Residential)

A-O (Agricultural Open)

CH (Commercial Hwy)

CS (Commercial Services)

LI (Light Industrial)

MI (Medium Industrial)

MF-16 (Mulit-Family)

MH (Mobile Home)

NS (Neighborhood Service)

ORT (Office)

PD (Planned Development)

R (Retail)

SF-4 (Residential Low)

SF-5 (Residential Medium)

SF-6 (Residential High)

SF-E (Single Family Estate)

TC (Town Center)

TH-16 (Town Home)

TND (Residential)

ZL-7 (Zero Lot Line Res)

EXHIBIT A
PLANNED DEVELOPMENT REGULATIONS

RLC LOGISTICS

Purpose and Intent

The purpose and intent of this Planned Development District is to reallocate the land use areas within the subject property in a manner that facilitates high quality development while respecting existing natural features, providing vehicular accessibility appropriate to the land uses, and maximizing flexibility for development.

Applicability

The Planned Development Regulations shall apply whenever the property owner submits for permit in the form of platting, site plan approval or public infrastructure improvements.

Reallocation of Land Uses and Permitted Uses

The allocation of land uses shall be consistent with those shown on Exhibit B – Land Use Plan. Any use allowed in NS: Neighborhood Services and LI: Light Industrial is permitted within the limits of the areas as detailed on Exhibit B. R: Retail uses are allowed in the NS use areas.

Concept Plan

The detailed elements for consideration in support of this PD are detailed on Exhibit C – Concept Plan. Exhibit C will serve as a guide in City Staff’s review of individual Site Plans supporting development applications.

Development Regulations

Unless described herein, the Development Regulations described in the current Lancaster Development Code (LDC) apply.

Signage Requirements

Entry feature monument signage is allowed in a manner consistent with that presented on Exhibit D – Sign Rendering with a signage square footage not to exceed 150 square feet for two (2) ‘major signs’ at the intersection of Balmorhea and Dallas Avenue, one (1) ‘minor sign’ not to exceed 75 square feet at the intersection of Altamoore and Dallas Avenue, and one (1) ‘minor sign’ not to exceed 75 square feet at the intersection of Telephone Road and Dallas Avenue. Sign square footage tabulations do not include architectural or structural sign elements. Individual tract developments are anticipated to have monument signage consistent with the LDC.

Preservation of Open Space

The area described as “50’ Drainage Easement” on the Final Plat for Ridge Logistics Center and as “Reserved Open Space” on Exhibit B – Land Use Plan will be set aside as ±1.4 acres of open space with the intent to preserve the existing stand of native trees within that feature.

Enhanced Screening along Public Rights of Way

An additional 20-foot wide open space buffer in the form of a graded berm, swale, or other landscape element shall be constructed between the tree line contemplated in the RLC Landscape Plans (±25-feet from the property/right of way line) and the LI-zoned property pavement limits. This additional buffer will not apply to Neighborhood Services use development tracts.

RLC

Lancaster, Texas

TABULATIONS: RIDGE LOGISTICS CENTER OPTION 10

- BLDG 1**
- SITE = 30.23 ACRES
 - BLDG = 622,440 SQ. FT.
 - CAR PARKING = 280
 - TRAILER PARKING = 144
 - 60' SPEED BAY TYP.
 - 52'-0" x 50'-0" TYP. BAY
 - 9'-0" x 10'-0" DOCK DOORS = 124
 - 12'-0" x 14'-0" RAMP UP DOORS = 4

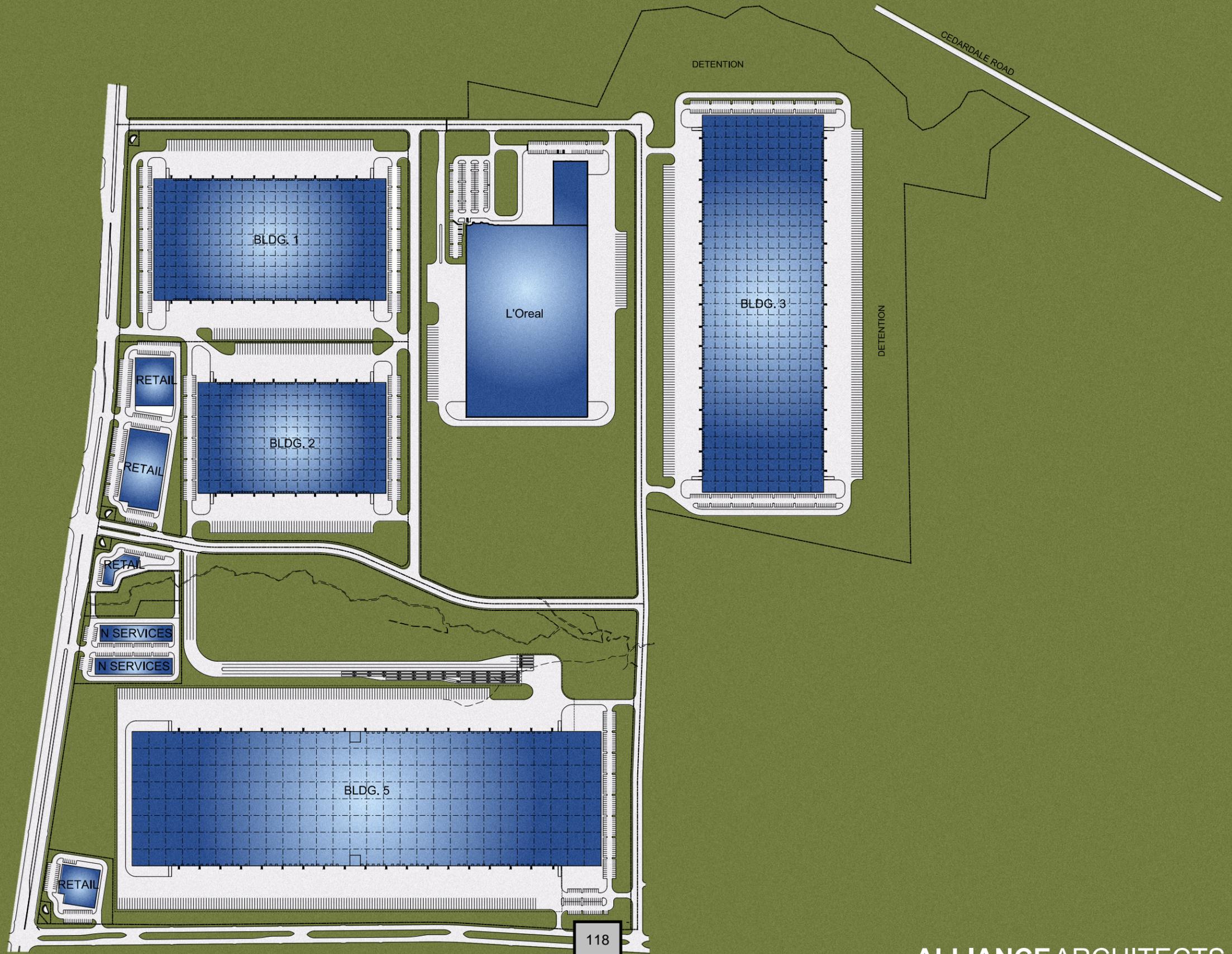
- BLDG 2**
- SITE = 24.02 ACRES
 - BLDG = 459,680 SQ. FT.
 - CAR PARKING = 240
 - TRAILER PARKING = 118
 - 52'-0" x 50'-0" TYP. BAY
 - 9'-0" x 10'-0" DOCK DOORS = 96
 - 12'-0" x 14'-0" RAMP UP DOORS = 4

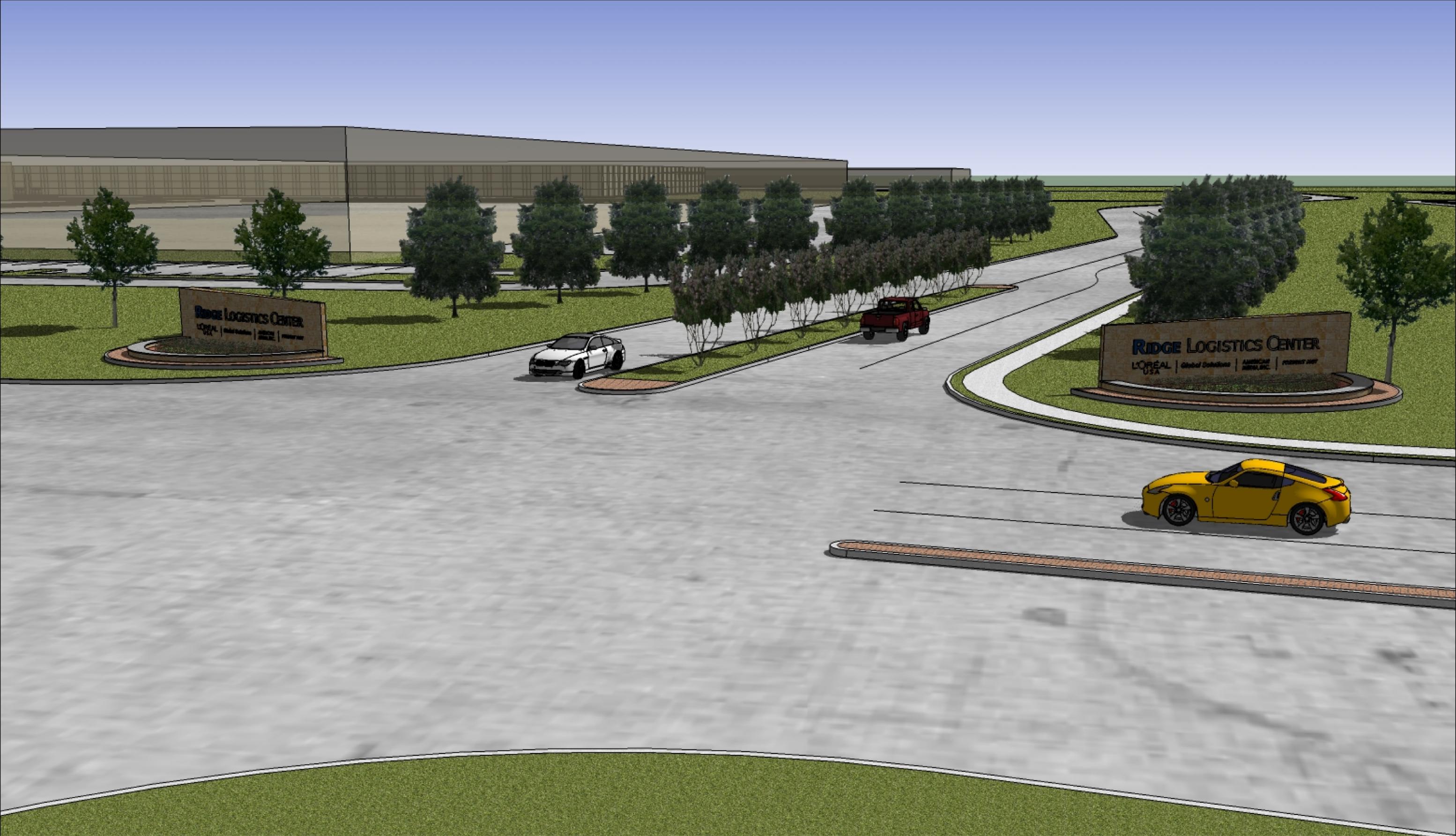
- BLDG 3**
- SITE = 73.45 ACRES
 - BLDG = 622,440 SQ. FT.
 - CAR PARKING = 280
 - TRAILER PARKING = 154
 - 60' SPEED BAY TYP.
 - 52'-0" x 50'-0" TYP. BAY
 - 9'-0" x 10'-0" DOCK DOORS = 65
 - 12'-0" x 14'-0" RAMP UP DOORS = 2

- BLDG 4 - L'Oreal (Existing)**
- SITE = 50.31 ACRES

- BLDG 5**
- SITE = 97.63 ACRES
 - BUILDING = 1,389,150 SQ. FT.
 - 36'-0" CLEAR HEIGHT
 - 109 (9 x 10) DOCK DOORS
 - 4 (12 x 16) RAMP UP DOORS
 - CAR PARKING PROVIDED = 232
 - TRAILER PARKING PROVIDED = 310

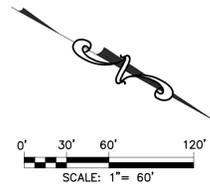
- RETAIL**
- SITE = 14.24 ACRES





RLC

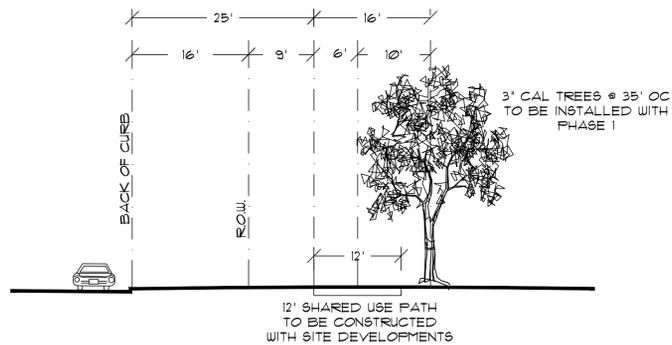
Lancaster, Texas



DFL Group, LLC
PARKS + OPEN SPACE PLANNING - LANDSCAPE ARCHITECTURE
82338 MD CITIES BLVD, NORTH RICHLAND HILLS, TX 76180 817-478-0700



THIS ELECTRONIC DRAWING FILE IS RELEASED UNDER THE AUTHORITY OF JOHN R. FAIN, LANDSCAPE ARCHITECT REGISTRATION NUMBER 805 ON 02/15/13, WHO MAINTAINS THE ORIGINAL FILE. THIS ELECTRONIC DRAWING FILE MAY BE USED AS A BACKGROUND DRAWING PURSUANT TO RULE 31032P OF THE RULES AND REGULATIONS OF THE TEXAS BOARD OF ARCHITECTURAL EXAMINERS. THE USER OF THIS ELECTRONIC DRAWING FILE AGREES TO ASSUME ALL RESPONSIBILITY FOR ANY MODIFICATION TO OR USE OF THIS DRAWING FILE THAT IS INCONSISTENT WITH THE REQUIREMENTS OF THE RULES AND REGULATIONS OF THE TEXAS BOARD OF ARCHITECTURAL EXAMINERS. NO PERSON MAY MAKE MODIFICATIONS TO THIS ELECTRONIC DRAWING FILE WITHOUT THE LANDSCAPE ARCHITECT'S EXPRESS WRITTEN PERMISSION.



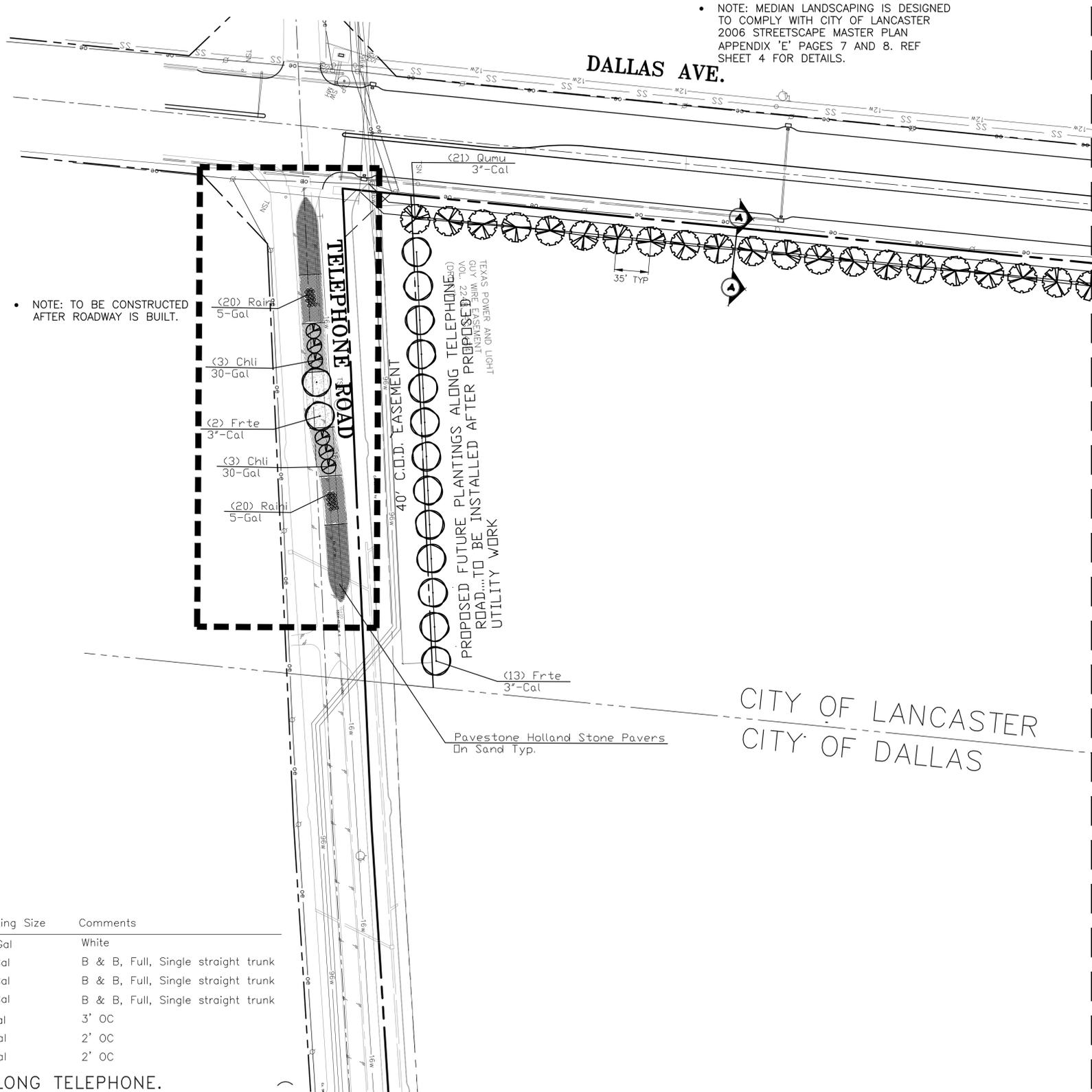
SECTION A-A, 1"=10'

PLANT LIST

Symbol	Quantity	Code Name	Common Name	Scientific Name	Planting Size	Comments
	14	Chli	Desert willow	Chilopsis linearis	30-Gal	White
	24	Ulpa	Lacebark elm	Ulmus parvifolia	3"-Cal	B & B, Full, Single straight trunk
	28	Frte	Texas ash	Fraxinus texensis	3"-Cal	B & B, Full, Single straight trunk
	98	Qumu	Chinquapin oak	Quercus muhlenbergii	3"-Cal	B & B, Full, Single straight trunk
	40	Rhincl	Rhapiolepis indica 'Clara'	Indian hawthorn 'Clara'	5-Gal	3' OC
	610	Sgr	Greggs salvia	Salvia greggii	1-Gal	2' OC
	1055	Stte	Mexican feathergrass	Stipa tenuissima	1-Gal	2' OC

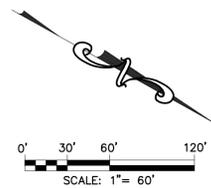
NOTE: COUNT INCLUDES FUTURE PHASE ALONG TELEPHONE.

NOTE: TO BE CONSTRUCTED AFTER ROADWAY IS BUILT.



MATCH LINE SHEET 2

<p>Winkelman & Associates, Inc. CONSULTING CIVIL ENGINEERS • SURVEYORS 6750 HILGREST PLAZA DRIVE, SUITE 322 IRVING, TEXAS 75014 Texas Engineers Registration No. 89 Texas Surveyors Registration No. 00866-01 Contractor License No. 28721, Intermountain & Associates, Inc.</p>		<p>REVISION</p> <p>APPROV.</p>
No.	DATE	
<p>LANDSCAPE PLAN 1 CITY OF LANCASTER RIDGE LOGISTICS CENTER DALLAS & LANCASTER, TEXAS</p>		
<p>GEORGE FLOYD SURVEY, ABSTRACT NO. 463 SMITH ELKINS SURVEY, ABSTRACT NO. 430 CITY OF DALLAS, DALLAS COUNTY, TEXAS</p>		<p>RIDGE PROPERTY TRUST 5800 CAMPUS CIRCLE DRIVE, SUITE 200A IRVING, TEXAS 75063</p>
<p>Scale: 1" = 60' Date: JUNE 19, 2012 File: 52101-LAN 02-15-13.DWG Project No.: 52101.01(10)</p>		
<p>SHEET 1 OF 11</p>		



NOTE: MEDIAN LANDSCAPING IS DESIGNED TO COMPLY WITH CITY OF LANCASTER 2006 STREETSCAPE MASTER PLAN APPENDIX 'E' PAGES 7 AND 8. REF SHEET 4 FOR DETAILS.

DFL Group, LLC
 PARKS + OPEN SPACE PLANNING - LANDSCAPE ARCHITECTURE
 82339 MIDCITIES BLVD, NORTH RICHLAND HILLS, TX 76180 817-479-0730



THIS ELECTRONIC DRAWING FILE IS RELEASED UNDER THE AUTHORITY OF JOHN R. FAIN, LANDSCAPE ARCHITECT REGISTRATION NUMBER 008666-00 ON 02/15/13, WHO MAINTAINS THE ORIGINAL FILE. THIS ELECTRONIC DRAWING FILE MAY BE USED AS A BACKGROUND DRAWING. PURSUANT TO RULE 310.001 OF THE RULES AND REGULATIONS OF THE TEXAS BOARD OF ARCHITECTURAL EXAMINERS, THE USER OF THIS ELECTRONIC DRAWING FILE AGREES TO ASSUME ALL RESPONSIBILITY FOR ANY MODIFICATION TO OR USE OF THIS DRAWING FILE THAT IS INCONSISTENT WITH THE REQUIREMENTS OF THE RULES AND REGULATIONS OF THE TEXAS BOARD OF ARCHITECTURAL EXAMINERS. NO PERSON MAY MAKE MODIFICATIONS TO THIS ELECTRONIC DRAWING FILE WITHOUT THE LANDSCAPE ARCHITECT'S EXPRESS WRITTEN PERMISSION.

Win kelmann & Associates, Inc.
 CONSULTING CIVIL ENGINEERS SURVEYORS
 6700 HILLCREST PLAZA DRIVE, SUITE 322
 IRVING, TEXAS 75014
 Texas Surveyors Registration No. 89
 Texas Engineers Registration No. 008666-00
 Contract # 2012-00000001-00000001-00000001

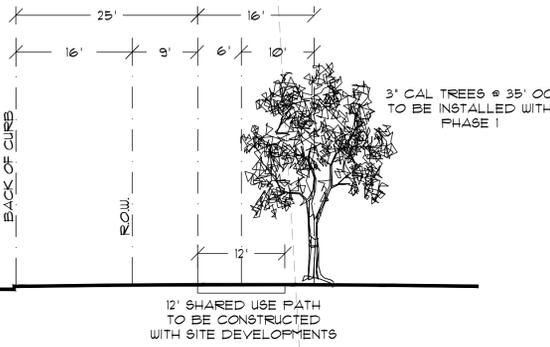
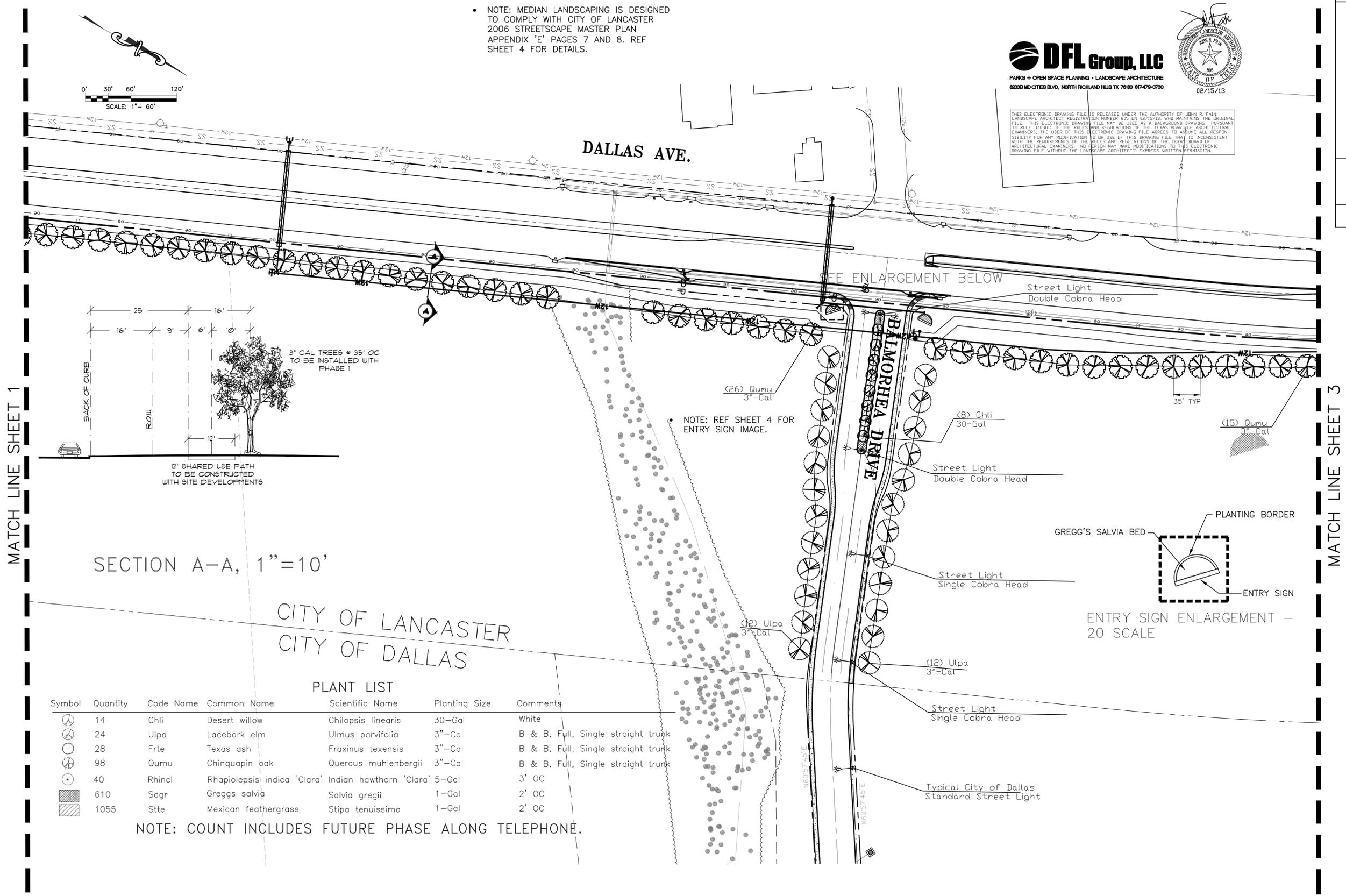
NO.	DATE	REVISION	APPROV.

GEORGE FLOYD SURVEY, ABSTRACT NO. 463
 SMITH ELKINS SURVEY, ABSTRACT NO. 430
 CITY OF DALLAS, DALLAS COUNTY, TEXAS
 RIDGE PROPERTY TRUST
 5800 CAMPUS CIRCLE DRIVE, SUITE 200A
 IRVING, TEXAS 75063

LANDSCAPE PLAN 2
 CITY OF LANCASTER
 RIDGE LOGISTICS CENTER
 DALLAS & LANCASTER, TEXAS

Scale: 1" = 60'
 Date: JUNE 19, 2012
 File: 52101-LAN 02-15-13.DWG
 Project No.: 52101.01(10)

SHEET
2
 OF
11



NOTE: REF SHEET 4 FOR ENTRY SIGN IMAGE.

ENTRY SIGN ENLARGEMENT - 20 SCALE

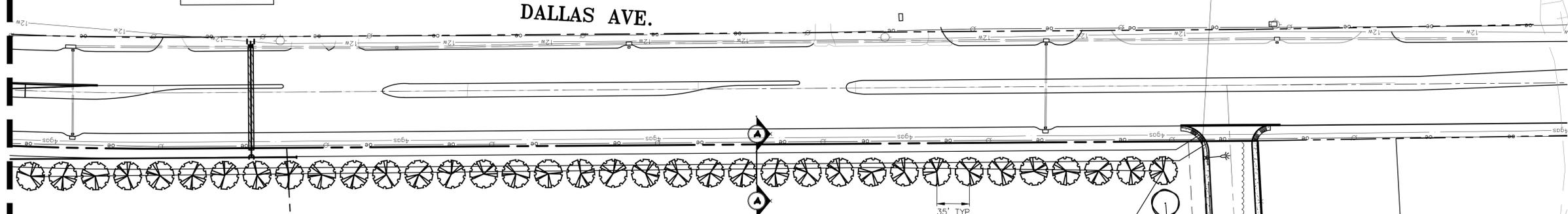
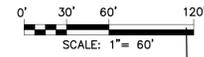
PLANT LIST

Symbol	Quantity	Code Name	Common Name	Scientific Name	Planting Size	Comments
	14	Chli	Desert willow	Chilopsis linearis	30-Gal	White
	24	Ulpa	Lacebark elm	Ulmus parvifolia	3"-Cal	B & B, Full, Single straight trunk
	28	Frte	Texas ash	Fraxinus texensis	3"-Cal	B & B, Full, Single straight trunk
	98	Qumu	Chinquapin oak	Quercus muhlenbergii	3"-Cal	B & B, Full, Single straight trunk
	40	Rhincl	Rhapiolepis indica 'Clara'	Indian hawthorn 'Clara'	5-Gal	3' OC
	610	Sagr	Greggs salvia	Salvia gregii	1-Gal	2' OC
	1055	Stte	Mexican feathergrass	Stipa tenuissima	1-Gal	2' OC

NOTE: COUNT INCLUDES FUTURE PHASE ALONG TELEPHONE.

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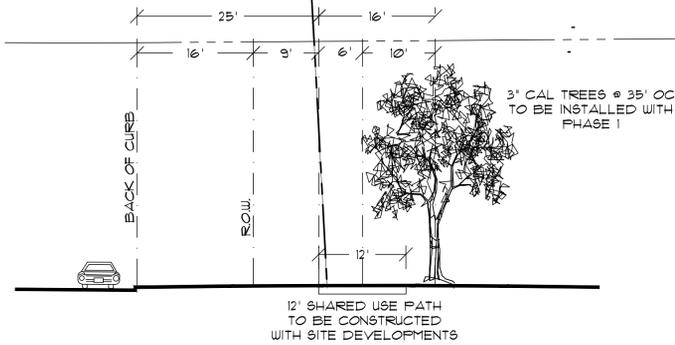
MATCH LINE SHEET 2



PLANT LIST

Symbol	Quantity	Code Name	Common Name	Scientific Name	Planting Size	Comments
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NOTE: COUNT INCLUDES FUTURE PHASE ALONG TELEPHONE.



CITY OF LANCASTER
CITY OF DALLAS

(36) Qumu
3"-Cal

(13) Frte
3"-Cal

ALTAMORE DRIVE

Typical City of Dallas
Standard Street Light

Lone Sto
Vol. 93

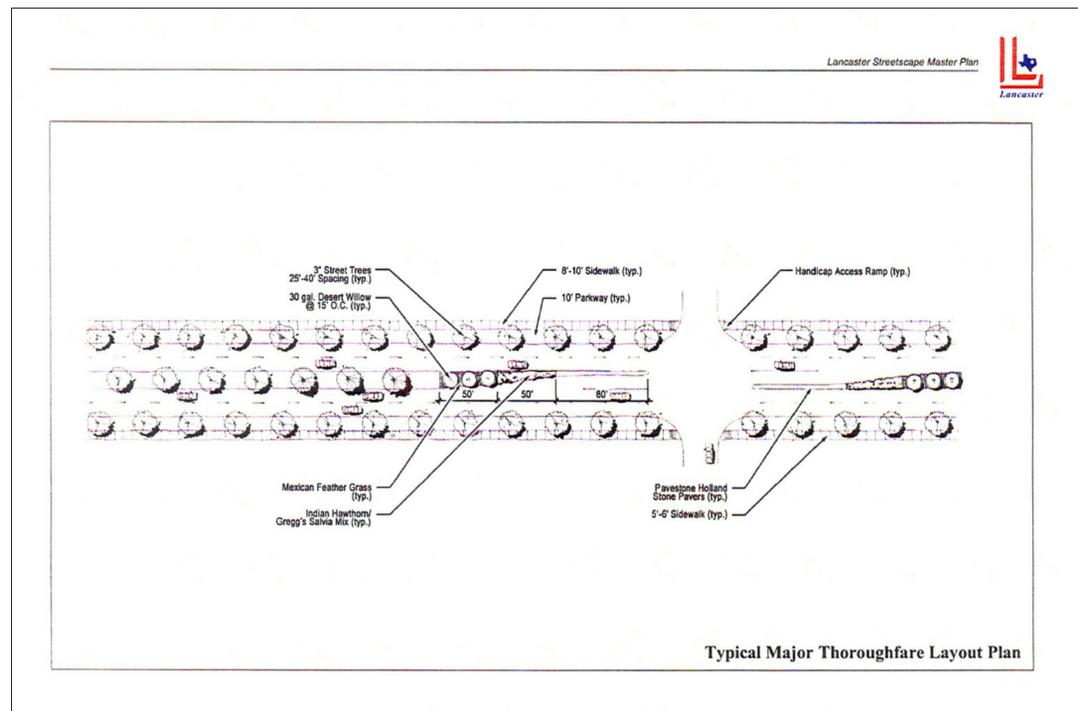
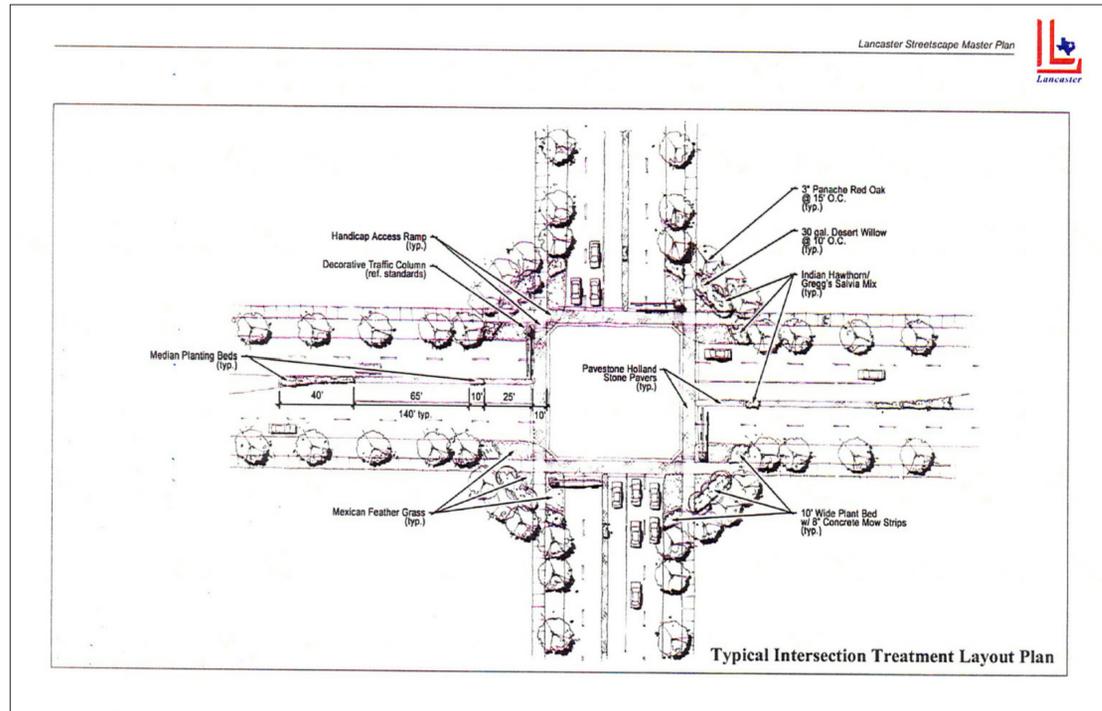
SECTION A-A, 1"=10'



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 CONSULTING CIVIL ENGINEERS • SURVEYORS 6750 HILLCREST PLAZA DRIVE, SUITE 322 IRVING, TEXAS 75014 Texas Surveyors Registration No. 89 Texas Engineers Registration No. 100866-01 Contract No. 2012-11 Winkelman & Associates, Inc.		APPROV. _____ DATE _____ No.
GEORGE FLOYD SURVEY, ABSTRACT NO. 463 SMITH ELKINS SURVEY, ABSTRACT NO. 430 CITY OF DALLAS, DALLAS COUNTY, TEXAS		RIDGE PROPERTY TRUST 5800 CAMPUS CIRCLE DRIVE, SUITE 200A IRVING, TEXAS 75063
LANDSCAPE PLAN 3 CITY OF LANCASTER RIDGE LOGISTICS CENTER DALLAS & LANCASTER, TEXAS		
Scale: 1" = 60' Date: JUNE 19, 2012 File: 52101-LAN 02-15-13.DWG Project No.: 52101.01(10)	SHEET 3 OF 11	

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No.	DATE	REVISION	APPROV.

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 CONSULTING CIVIL ENGINEERS • SURVEYORS
 6700 HALBERT PLAZA DRIVE, SUITE 202
 DALLAS, TEXAS 75230
 Texas Surveyor's Registration No. 100866-00
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 SMITH ELKINS SURVEY, ABSTRACT NO. 430
 CITY OF DALLAS, DALLAS COUNTY, TEXAS

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

LANDSCAPE PLAN 4
 CITY OF LANCASTER
 RIDGE LOGISTICS CENTER
 DALLAS & LANCASTER, TEXAS

Scale: 1" = 60'
 Date: JUNE 19, 2012
 File: 52101-LAND.DWG
 Project No.: 52101.01(10)

DFL Group, LLC
 PARKS + OPEN SPACE PLANNING • LANDSCAPE ARCHITECTURE
 82319 MID CITIES BLVD, NORTH RICHLAND HILLS, TX 76180 817-479-0730



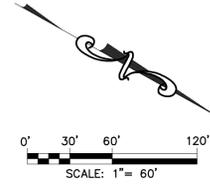
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SHEET
4
OF
11

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MATCH LINE SHEET 4

MATCH LINE SHEET 6



- NOTE: FOR ALL DRIP CIRCUITS USE
- HUNTER PROFESSIONAL LANDSCAPE DRIPLINE PLD-04-18 (18" O.C.)
 - STAPLES EVERY 5'
 - CONTROL ZONE KIT ICZ-101-40
 - PLDBV FLUSH VALVE LOCATED IN 6" BOX

NOTE: 3/4" PVC UNDER PAVING ON ALL DRIP CIRCUITS. DO NOT RUN EMITTER TUBING UNDER PAVING, WALLS, ETC.

MEDIAN ON BALMORHEA AND PLANTING BEDS AT SIGNS SHALL RECEIVE DRIP IRRIGATION. REFER TO DETAILS.

MEDIAN ON BALMORHEA AND PLANTING BEDS AT SIGNS SHALL RECEIVE DRIP IRRIGATION. REFER TO DETAILS SHEET 9.

DALLAS AVE.

BALMORHEA DRIVE

CITY OF LANCASTER
CITY OF DALLAS



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No.	DATE	REVISION	APPROV.

GEORGE FLOYD SURVEY, ABSTRACT NO. 463
SMITH ELKINS SURVEY, ABSTRACT NO. 430
CITY OF DALLAS, DALLAS COUNTY, TEXAS

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

IRRIGATION PLAN 2
CITY OF LANCASTER
RIDGE LOGISTICS CENTER
DALLAS & LANCASTER, TEXAS

Scale: 1" = 60'
Date: JUNE 19, 2012
File: 52101-LAN_02-15-13.DWG
Project No.: 52101.01(10)

SHEET
6
OF
11

Winkelmann & Associates, Inc.
CONSULTING CIVIL ENGINEERS • SURVEYORS
6700 HILGREST PLAZA DRIVE, SUITE 322
IRVING, TEXAS 75014
Texas Surveyors Registration No. 89
Texas Engineers Registration No. 008666-00
Contract: 12-2012, Winkelmann & Associates, Inc.

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MATCH LINE SHEET 5

0' 30' 60' 120'
SCALE: 1" = 60'

DALLAS AVE.

ALTA MOORE DRIVE

Lone Sto
Vol. 93

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82338 MD CITIES BLVD, NORTH RICHLAND HILLS, TX 76180 817-479-0730



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Scale: 1" = 60'
Date: JUNE 19, 2012
File: 52101-LAN_02-15-13.DWG
Project No.: 52101.01(10)

SHEET
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OF
11

IRRIGATION PLAN 3
CITY OF LANCASTER
RIDGE LOGISTICS CENTER
DALLAS & LANCASTER, TEXAS

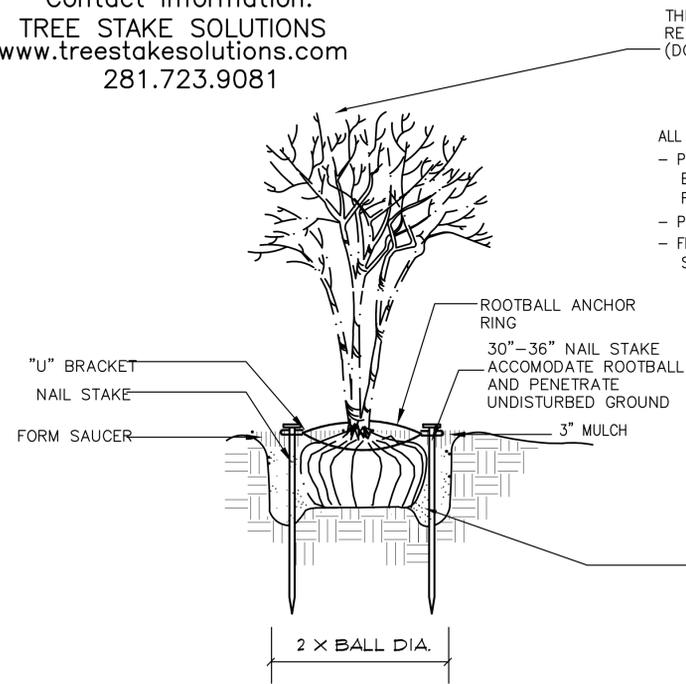
GEORGE FLOYD SURVEY, ABSTRACT NO. 463
SMITH ELKINS SURVEY, ABSTRACT NO. 430
CITY OF DALLAS, DALLAS COUNTY, TEXAS

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

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IRVING, TEXAS 75014
Texas Engineers Registration No. 89
Texas Surveyors Registration No. 00866-00
Contract: 12-2012, Winkelmann & Associates, Inc.

No.	DATE	REVISION	APPROV.

Contact Information:
TREE STAKE SOLUTIONS
 www.treestakesolutions.com
 281.723.9081

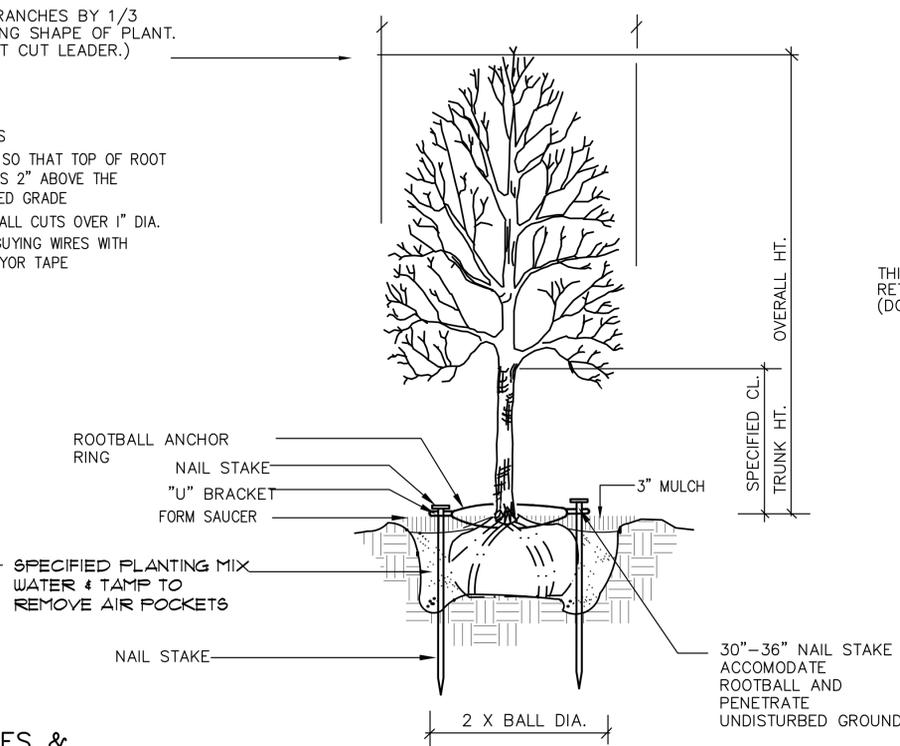


STAKING FOR MULTI-TRUNK TREES & TREES 2" CAL. & UNDER

SCALE: NOT TO SCALE

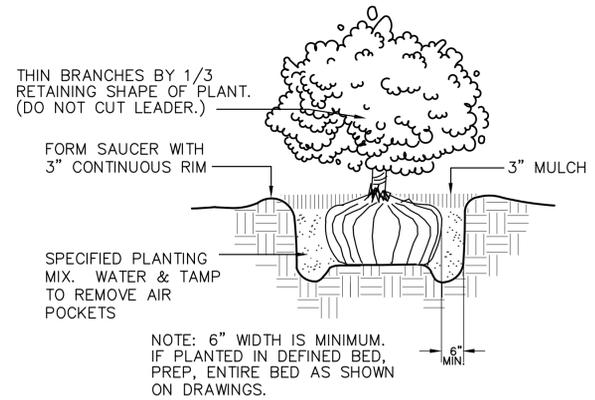
THIN BRANCHES BY 1/3
 RETAINING SHAPE OF PLANT.
 (DO NOT CUT LEADER.)

- ALL TREES
- PLANT SO THAT TOP OF ROOT BALL IS 2" ABOVE THE FINISHED GRADE
 - PAINT ALL CUTS OVER 1" DIA.
 - FLAG GUYING WIRES WITH SURVEYOR TAPE



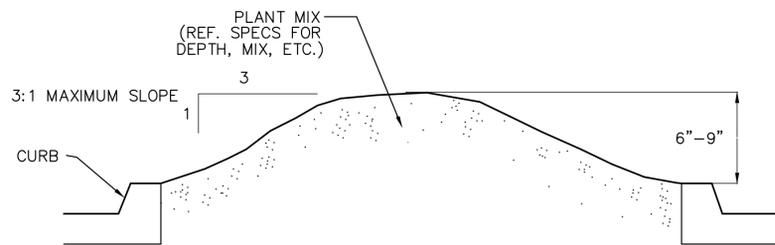
SAFETY STAKE BY TREE STAKE SOLUTIONS

SCALE: NOT TO SCALE



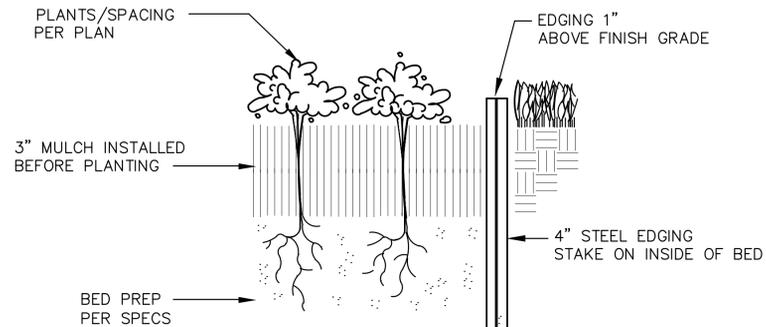
SHRUB PLANTING

SCALE: NOT TO SCALE



TYPICAL MEDIAN ISLAND MOUNDING

SCALE: NOT TO SCALE



BEDDING PLANTS/ EDGING DETAIL

SCALE: NOT TO SCALE



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 6700 HILGREST PLAZA DRIVE, SUITE 320
 IRVING, TEXAS 75014
 Texas Surveyors Registration No. 008666-00
 Consulting Lic. 28721, Mechanical & Instrumental, Inc.

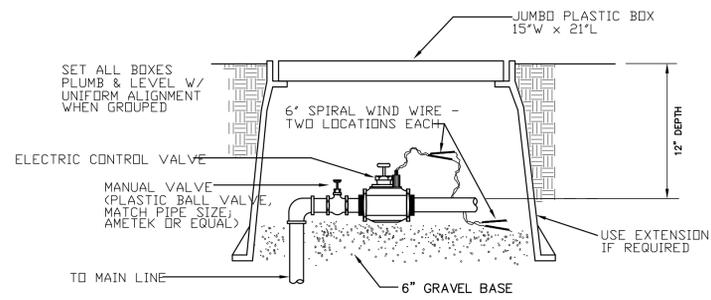
GEORGE FLOYD SURVEY, ABSTRACT NO. 463
 SMITH ELKINS SURVEY, ABSTRACT NO. 430
 CITY OF DALLAS, DALLAS COUNTY, TEXAS

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

PLANTING DETAILS
 CITY OF LANCASTER
 RIDGE LOGISTICS CENTER
 DALLAS & LANCASTER, TEXAS

Scale: 1" = 60'
 Date: JUNE 19, 2012
 File: 52101-LAN 02-15-13.DWG
 Project No.: 52101.01(10)

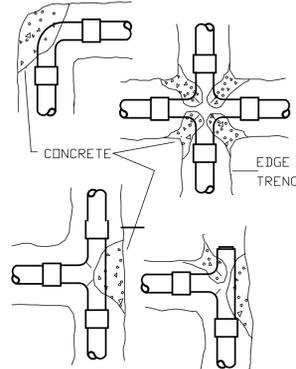
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11



ELECTRIC CONTROL VALVE

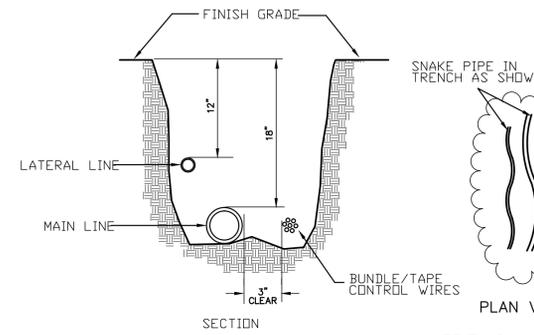
SCALE: NOT TO SCALE

NOTE: - THRUST BLOCKS ON MAIN LINE - ALL SIZES;
- AND LATERALS 2" & LARGER
- MINIMUM BLOCK SIZE 8"X8"X8"



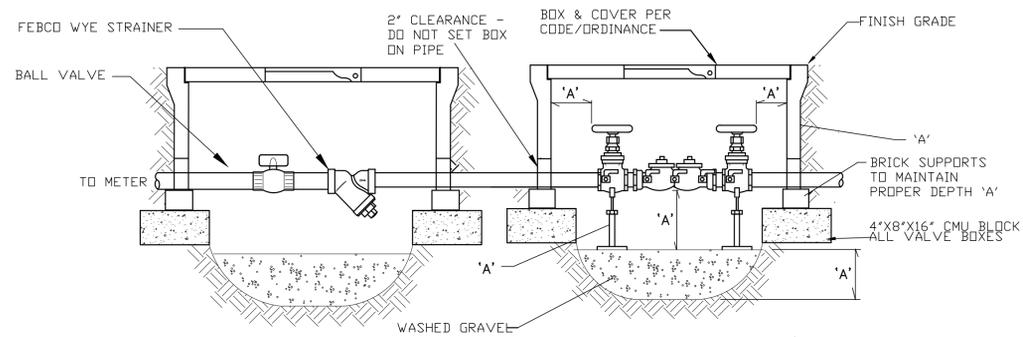
THRUST BLOCKS - PLAN VIEW

SCALE: NOT TO SCALE



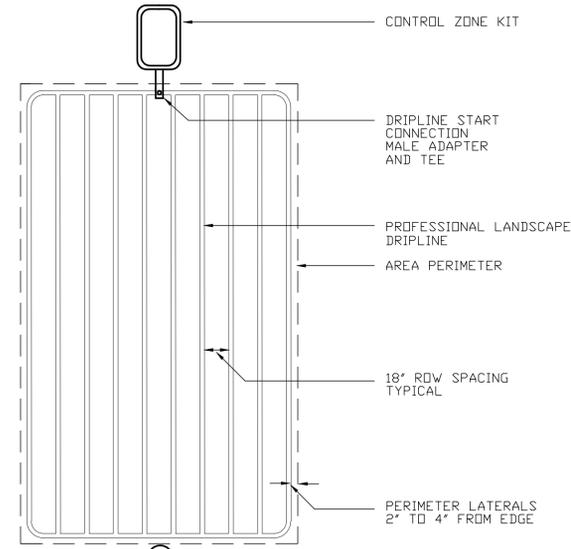
TRENCH DETAIL

SCALE: NOT TO SCALE



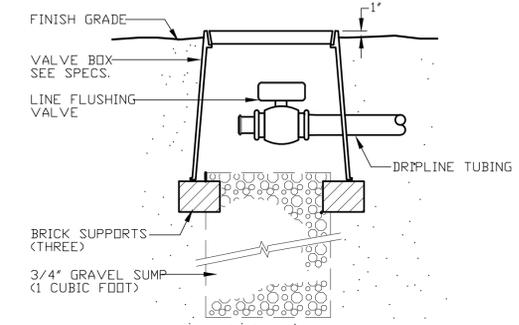
DOUBLE CHECK VALVE/WYE STRAINER ASSEMBLY

SCALE: NOT TO SCALE



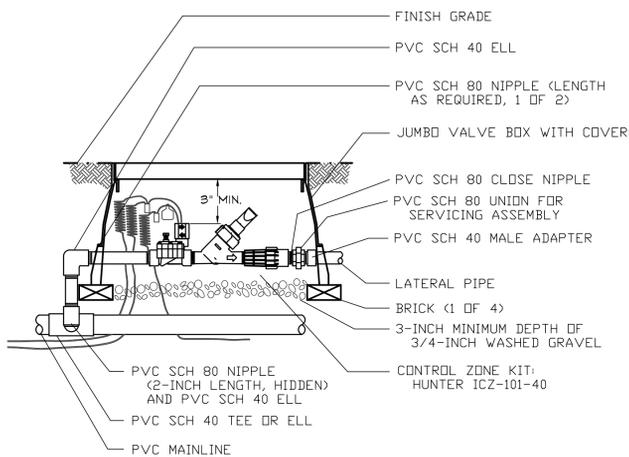
TYPICAL DRIPLINE END FEED LAYOUT

DETAIL - NO SCALE



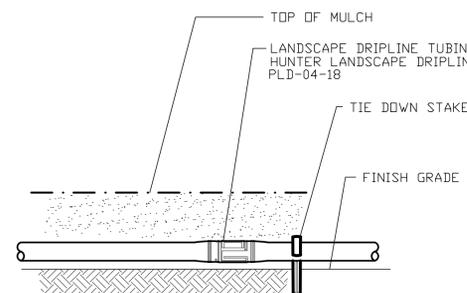
DRIPLINE FLUSHING VALVE

SECTION - NO SCALE



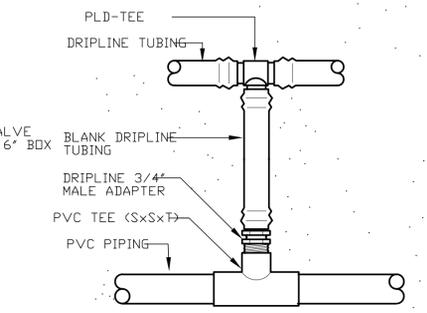
DRIPLINE FLOW CONTROL ZONE KIT

SCALE: NOT TO SCALE



DRIPLINE ON GRADE

SCALE: NOT TO SCALE



DRIPLINE START CONNECTION

SECTION - NO SCALE

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www.winkelmann.com

GEORGE FLOYD SURVEY, ABSTRACT NO. 463
SMITH ELKINS SURVEY, ABSTRACT NO. 430
CITY OF DALLAS, DALLAS COUNTY, TEXAS

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

IRRIGATION DETAILS
CITY OF LANCASTER
RIDGE LOGISTICS CENTER
DALLAS & LANCASTER, TEXAS

Scale: 1" = 60'
Date: JUNE 19, 2012
File: 52101-LAN 02-15-13.DWG
Project No.: 52101.01(10)

SHEET
9
OF
11

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SECTION 02830

TREES SHRUBS, AND GROUNDCOVERS

PART I GENERAL

1.01 DESCRIPTION OF WORK

A. Scope

1. Bed prep
2. Metal edging
3. Topsoil
4. Planting
5. Mulching
6. Guarantee

B. Related Work Specified Elsewhere

1. General Requirements ? All locations
2. Section 02740 ? Irrigation Trenching
3. Section 02750 ? Irrigation
4. Section 02800 - Lawns

1.02 QUALITY ASSURANCE

A. Contractor Qualifications

Minimum of three (3) years experience on projects of similar characteristics and size.

B. Reference Standards:

1. American Joint Committee Of Horticultural Nomenclature: Standardized Plant Names, Second Edition, 1942;
2. American Association Of Nurserymen: American Standard For Nursery Stock, 1973

C. Substitutions

1. Substitutions accepted only upon written approval of Landscape Architect and Owner.
2. Submit substitutions possessing same characteristics as indicated on plans and specifications.

D. Inspection and Testing

1. The project Owner's representative reserves the right to inspect and tag plants at the place of growth with the Contractor.
2. Inspection at place of growth does not preclude the right of rejection due to improper digging or handling.
3. Owner's representative reserves the right to request soil samples and analysis of soil and plant mix. Remove or correct unacceptable soil. Cost of testing by Contractor.

1.03 SUBMITTALS

A. Certificates

1. Submit State and Federal certificates of inspection with invoice. (Only if required by Landscape Architect.)
2. File certificates with Owner's representative prior to material acceptance.

1.04 PRODUCT DELIVERY, STORAGE, & HANDLING

A. Preparation of Delivery

1. Baled & Burlaped (B&B) Plants

- a. Dig and prepare for shipment in manner that will not damage roots, branches, shape, and future development after replanting.
- b. Ball with firm, natural ball of soil, wrapped tightly with burlap covering entire ball.
- c. Ball size and ratios: conform to American Association of Nurserymen standards unless otherwise shown on plant list.
2. Pack plant material to protect against climatic & seasonal damage, as well as breakage injuries during transit.
3. Securely cover plant tops with ventilated tarpaulin or canvas to minimize wind-whipping and drying in transit.
4. Pack and ventilate to prevent sweating of plants during transit. Give special attention to insure prompt delivery and careful handling to point of delivery at job site.

B. Delivery

1. Deliver fertilizer, fertilizer tablets, peat, mulch, soil additives, and amendment materials to site in original unopened containers, bearing manufacturer's guaranteed chemical analysis, name, trade name, trademark, and conformance to State law.
2. Deliver plants with legible identification and size labels on example plants.
3. Protect during delivery to prevent damage to root ball or desiccation of leaves.
4. Notify Owner's representative of delivery schedule in advance so plant material may be inspected upon arrival at job site.
5. Deliver plants to job site only when areas are prepared.

C. Storage

1. Protect roots of plant material from drying or other possible injury with wetted mulch or other acceptable material.
2. Protect from weather.
3. Maintain and protect plant material not to be planted immediately upon delivery.

D. Handling

1. Do not drop plants.
2. Do not damage ball, trunk, or crown.
3. Lift and handle plants from bottom of container or ball.

1.05 JOB CONDITIONS

- E. Planting Season Perform actual planting only when weather and soil conditions are suitable in accordance with locally acceptable practices.
- F. Protection Before excavations are made, take precautionary measures to protect areas trucked over and where soil is temporarily stacked.

1.06 GUARANTEE

- A. Guarantee new plant material for one year after acceptance of final installation (ie Final Acceptance of project).
- B. Make replacement (one per plant) during one year guarantee period at appropriate season with original plant type, size and planting mixture.
- C. Repair damage to other plants, lawns, & irrigation caused during plant replacement at no cost to Owner.
- D. Use only plant replacements of indicated size and species.

PART II PRODUCTS

2.01 MATERIALS

A. Plant Materials

1. Hardy under climatic conditions similar to locality of project.
2. True to botanical and common name variety.
3. Sound, healthy, vigorous, well branched, and densely foliated when in leaf; with healthy well-developed root system.
4. Free from disease, insects, and defects such as knots, sun-scald, windburn, injuries, disfigurement, or abrasions.
5. Conform to measurements after pruning with branches in normal positions.
6. Conform to American Association of Nurserymen standards unless shown differently on plant list.
7. Trees:
 - a. Single, straight trunks, unless indicated otherwise
 - b. Trees with weak, thin trunks not capable of support will not be accepted.
- c. All multi-stem trees are to have a minimum of three stems, similar in size and shape, with a spread of approximately 2/3 of the height. All yaupons to be female. Crape myrtle color selection by Landscape Architect.
8. Nursery grown stock only.
9. Subject to approval of Landscape Architect.
10. Seasonal color
 - a. Annuals in 4? pots or as specified
 - b. Perennials in 4? pots, clumps, bulbs as specified

B. Topsoil

1. Natural, fertile, friable soils having a textural classification of loam or sandy loam possessing characteristics of soils in vicinity which produce heavy growth of crops, grass, or other vegetation
2. Free of subsoil, brush, organic litter, objectionable weeds, clods, shale, stones ?? diameter or larger, stumps, roots or other material harmful to grading, planting, plant growth, or maintenance operations.
3. Presence of vegetative parts of Bermuda grass (Cynodon dactylon), Johnson grass, nut grass (Cyperus rotundus), and other hard to eradicate weeds or grass will be cause for rejection of topsoil.
4. Test topsoil (cost by Contractor):
 - a. Available nitrogen
 - b. Available phosphorus
 - c. Available potash
 - d. Iron
 - e. Ph: 5.5 to 7.0
 - f. Decomposed organic matter: 6-10%

C. Mulch

1. Top Dressing Mulch ? Shredded cypress or hard wood only
2. Mulch for soil prep ? Shredded pine bark
3. In pre-packaged bags only; bulk shredded material is unacceptable.

- D. Peat Moss Commercially available baled peat moss or approved equivalent.

E. Staking Material

1. Stakes for tree support

- a. Construction grade yellow pine, stain brown
- b. Size as noted on plans

2. Wires

- a. Padded with rubbed hose to protect tree
- b. Galvanized
- c. With galvanized turnbuckle
- d. Evenly tighten turnbuckles with plant in vertical position.

F. Water

1. Free of oils, acids, alkali, salt, and other substances harmful to plant growth
2. Location: Furnish temporary hoses and connections on site.

G. Sand Washed builders sand

H. Antidesiccant - "Wilt-proof" or equal.

1. Edging ? 3/16" X 4" green, new and unused; with stakes.

2.02 MIXES

A. Planting Mixture

- Existing topsoil ? 50%
3. Shredded pine bark ? 50%
4. Fertilizer 10:20:10 at 30 lb./1000 SF

B. Planting Mix for Annuals/Perennials

1. Prepare above mix
2. Add 2? of sand

- C. Azalea mix: solid peat moss in hole 9" wider than root ball each direction. Plant in solid peat moss and provide mound at base of plant to allow for drainage.
- D. Japanese maple, dogwood, camellias: Provide 50/50 peat moss to topsoil mix, raise for drainage.

PART III - EXECUTION

- 3.01 UTILITIES - verify location of all utilities prior to initiating construction; repair any damage caused by construction at no cost to owner.

3.02 INSPECTION

- A. Inspect plants for injury and insect infestation; prune prior to installation.
- B. Inspect site to verify suitable job conditions.

3.03 FIELD MEASUREMENTS

- A. Location of all trees and shrubs to staked in the field and approved by Owner's representative prior to installation.
- B. Location of all groundcover and seeding limits as shown on plans.

3.04 EXCAVATION FOR PLANTING

A. Pits

1. Shape - Vertical hand scarified sides and flat bottom.
2. Size for trees ? 2 feet wider or twice the root ball, whichever is greater.
3. Size for shrubs ? Size of planting bed as shown on drawings.
4. Rototill soil mix thoroughly, full depth.
5. NOTE: If beds are proposed beneath drip line of existing tree canopy, pocket prep plants. Do not rotate-til beneath existing trees.

B. Obstructions Below Ground

1. Remove rock or underground obstructions to depth necessary to permit planting.
2. If underground obstructions cannot be removed, notify Owner's representative for instruction.
- C. Excess Soil Dispense of unacceptable or excess soil away from the project site at Contractor's expense.

3.05 PLANTING

A. General

1. Set plants 2? above existing grade to allow for settling.
2. Set plants plumb and rigidly braced in position until planting mixture has been tamped solidly around ball.
3. Apply soil in accordance with standard industry practice for the region.
4. Thoroughly settle by water jetting and tamping soil in 6? lifts.
5. Prepare 3? dish outside root ball after planting.
6. Thoroughly water all beds and plants.
7. Stake trees and large shrubs as indicated on plans.
8. Apply anti-desiccant according to manufacturer's instructions.
9. Apply commercially manufactured root stimulator as directed by printed instruction.
10. Plant and fertilize bedding plants per trade standards.
11. Apply 3? mulch top dressing.

B. Balled Plants

1. Place in pit of planting mixture that has been hand tamped prior to placing plant.
2. Place with burlap intact to ground line. Top of ball to be 2? above surrounding soil to allow for settling.
3. Remove binding at top of ball and lay top of burlap back 6?
4. Do not pull wrapping from under ball, but cut all binding cord.
5. Do not plant if ball is cracked or broken before or during planting process or if stem or trunk is loose.
6. Backfill with planting mixture in 6? lifts.

C. Container Grown Plants

1. Place in pit on planting mixture that has been hand tamped prior to placing plant.
2. Cut cans on two sides with an acceptable can cutter, and remove root ball from can.

- Do not injure root ball.
3. Carefully remove plants without injury or damage to root balls.
4. Backfill with planting mixture in 6? lifts.

D. Mulching

1. Cover planting bed evenly with 3? of mulch.
2. Water immediately after mulching.
3. Where mulch has settled, add additional mulch to regain 3? thickness.
4. Hose down planting area with fine spray to wash leaves of plants.

D. Pruning

1. Prune minimum necessary to remove injured twigs and branches, dead wood, and succors; remove approximately 1/3 of twig growth as directed by landscape architect; do not cut leaders or other major branches of plant unless directed by landscape architect.
2. Make cuts flush, leaving no stubs.
3. Paint cuts over 1? diameter with approved tree wound paint.
4. Do not prune evergreens except to remove injured branches.

3.06 EDGING

- A. Stake edging alignment with string line prior to installation. Use framing square to insure right angles are true.
- B. Install all edging straight and true as indicated on drawings. Where edging layout is circular in design, maintain true and constant radii as shown.
- C. When required on slopes, make vertical cuts (approximately 6? on center) on bottom of edging to allow bending without crimping edging.
- D. Install edging so that approximately 1? is exposed on lawn side. Edging should not be visible from bed side after application of mulch.
- E. Align edging with architectural features (ie pavement joints, windows, columns, wall, etc.) when drawings indicate.
- F. Bend all corners, do not cut corners.
- G. Interlock all pieces with pre-fabricated connectors.
- H. Install with all stakes on inside of planting bed.
- I. Remove, file off all sharp corners and burrs.

3.07 CLEAN-UP

A. Sweep and wash all paved surfaces.

Remove all planting and construction debris from site, including rocks, trash and all other miscellaneous materials.

3.08 MAINTENANCE

A. Contractor responsible for routine, and regular maintenance of site until Final Acceptance is awarded by Owner. Work includes:

1. Weeding (weekly)
2. Watering (as required)
3. Pruning
4. Spraying
5. Fertilizing
6. Mulching
7. Mowing (weekly)

B. Provide Owner and Landscape Architect with preferred maintenance schedule in writing. Schedule shall include the above-listed tasks and shall address all frequencies, rates, times, levels, etc.

APPROV.	
REVISION	
DATE	
No.	

Win kelmann & Associates, Inc.
CONSULTING CIVIL ENGINEERS SURVEYORS
6700 HILLCREST PLAZA DRIVE, SUITE 320
IRVING, TEXAS 75063
Phone: (972) 460-7000
Telex: Engineers Registration No. 008666-00
Surveyors Registration No. 100866-00
Contract: 15-2072, Irvinwood & Associates, Inc.

GEORGE FLOYD SURVEY, ABSTRACT NO. 463
SMITH ELKINS SURVEY, ABSTRACT NO. 430
CITY OF DALLAS, DALLAS COUNTY, TEXAS

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

PLANTING SPECIFICATIONS
CITY OF LANCASTER
RIDGE LOGISTICS CENTER
DALLAS & LANCASTER, TEXAS

Scale: 1" = 60'
Date: JUNE 19, 2012
File: 52101-LAN 02-15-13.DWG
Project No.: 52101.01(10)

SHEET
10
OF
11

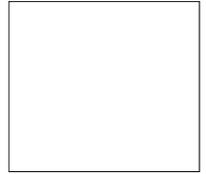


PARKS + OPEN SPACE PLANNING • LANDSCAPE ARCHITECTURE
82008 MD CITIES BLVD, NORTH RICHLAND HILLS, TX 76180 817-479-0700

THIS ELECTRONIC DRAWING FILE IS RELEASED UNDER THE AUTHORITY OF JOHN R. FAIN, LICENSED IRRIGATOR / LANDSCAPE ARCHITECT LICENSED IRRIGATOR NUMBER 5105, LANDSCAPE ARCHITECT REGISTRATION NUMBER 809 ON 01/28/13, WHO MAINTAINS THE ORIGINAL FILE. THIS ELECTRONIC DRAWING FILE MAY BE USED AS A BACKGROUND DRAWING. PURSUANT TO RULE 310.01(F) OF THE RULES AND REGULATIONS OF THE TEXAS BOARD OF ARCHITECTURAL EXAMINERS AND THE RULES AND REGULATIONS OF THE TEXAS DEPARTMENT OF LICENSING AND REGULATION, THE USER OF THIS ELECTRONIC DRAWING FILE AGREES TO ASSUME ALL RESPONSIBILITY FOR ANY MODIFICATION TO OR USE OF THIS DRAWING FILE THAT IS INCONSISTENT WITH THE REQUIREMENTS OF THE RULES AND REGULATIONS OF THE TEXAS BOARD OF ARCHITECTURAL EXAMINERS AND THE TEXAS DEPARTMENT OF LICENSING AND REGULATION. NO PERSON MAY MAKE MODIFICATIONS TO THIS ELECTRONIC DRAWING FILE WITHOUT THE IRRIGATOR/LANDSCAPE ARCHITECT'S EXPRESS WRITTEN PERMISSION.



**NOTICE OF MEETING AGENDA
SIGN CONTROL BOARD
CITY OF LANCASTER, TEXAS
MUNICIPAL CENTER
CITY COUNCIL CHAMBERS
211 N. HENRY STREET, LANCASTER, TEXAS
TUESDAY, SEPTEMBER 24, 2013 – 7:00 P.M.**



**Chair, Quinnie Wright
Vice-Chair, Lawrence Prothro**

**Commissioner Genevieve Robinson
Commissioner Roosevelt Nichols
Commissioner Tom Barnett**

As authorized by Section 551.071(2) of the Texas Government Code, this meeting may be convened into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any agenda item herein.

The City of Lancaster reserves the right to reconvene, recess or realign the Regular Session or called Executive Session or order of business at any time prior to adjournment.

8:00 P.M.

AGENDA

CALL TO ORDER

ACTION

1. **M13-02** Consider and discuss a request for Sign Exception for Courtyard at Pleasant Run Shopping center at 3250 W Pleasant Run Road. Exception is requested for the size of the multitenant monument sign.

ADJOURNMENT

ACCESSIBILITY STATEMENT

The Municipal Building is wheelchair accessible. If you plan to attend the meeting and have a physical impairment, which requires special arrangements or require sign interpretive services, please contact the City Secretary's Office 72 hours prior to the meeting at (972) 218-1310 or TDD 1-800-735-2988. Reasonable accommodations will be made to assist your needs.

CERTIFICATE

I hereby certify the above Notice of Meeting was posted at the Lancaster City Hall,

September 20, 2013 @ 5:00 am/pm.

**Surupa Sen, Senior Planner,
Public Works and Development Services**

SIGN CONTROL BOARD

Agenda Communication for September 24, 2013

#1

M13-02 Consider a Request for a Sign Exception for Courtyard at Pleasant Run shopping center at the 3250 W Pleasant Run Road. Exception is requested for the size of the multi-tenant monument sign.

Background

1. **Property Location:** The property is located at 3250 W Pleasant Run Road described as Lot 1, Block A, The Courtyard at Pleasant Run, Dallas County, Lancaster, Texas.
2. **Current Zoning:** The subject property is zoned Commercial Highway (CH), and currently has a shopping center and Cinemax movie theatre.
3. **Adjacent Properties:**
Properties surrounding this project are all zoned Commercial Highway (CH). A small portion of the east parcel boundary abuts Single Family Residential – 4 (SF-4) zoned property.
4. **Comprehensive Plan Compatibility:** The Comprehensive Plan identifies this site as suitable for Highway Commercial uses. The proposal is compatible with the Comprehensive plan land use.

Considerations

The applicant is requesting exceptions to the Sign Ordinance (2009-08-20) to allow for the following variations:

1. **Monument Sign** - City of Lancaster Sign Ordinance (2009-08-20) Section 14.1204.h – Monument Signs allows one free standing multi-tenant monument sign not to exceed a maximum area of seventy-five (75) square feet. The proposal is requesting monument sign of one hundred and forty (140) square feet area, an increase of sixty (60) square feet replacing the existing monument sign.

The current monument sign for this multi-tenant complex is 10' tall and 14' wide with a 60" x 10" cabinet. Eliminating some of the base and the side wings allows this existing monument sign cabinet to increase in size without increasing the overall volume of the sign. The proposed new monument sign will maintain the same overall height and width. The new cabinet will accommodate the addition of the anchor tenants, LA Fitness and Cinemark without decreasing the size of other tenants' panels. A number of tenant storefronts within this complex are not easily seen from Pleasant Run Road or IH-35 service Road. This monument sign will be the only identification for these businesses to attract passing traffic.

Options/Alternatives

1. Grant the exception as requested.
2. Grant an exception of a lesser nature and state what they are.
3. Deny the exception request.

Recommendation

Staff recommends **approval** of the exception request (Option 1), as presented.

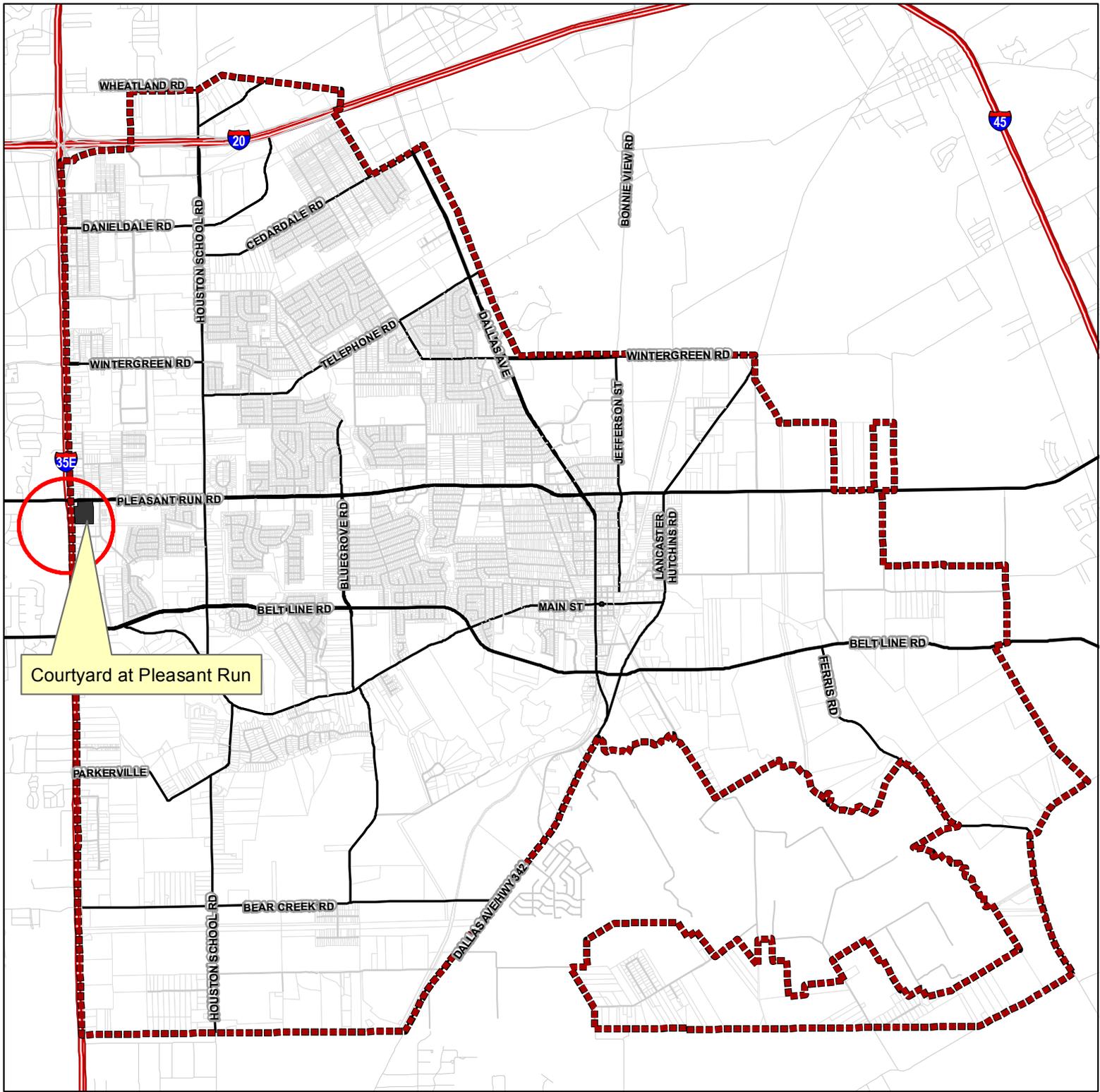
Attachments

1. Location Map
2. Zoning Map with Aerial
3. Proposed Monument Sign and location on Site Plan

Prepared By and Submitted By:

Surupa Sen, Senior Planner
Public Works and Development Services

Date: September 24, 2013

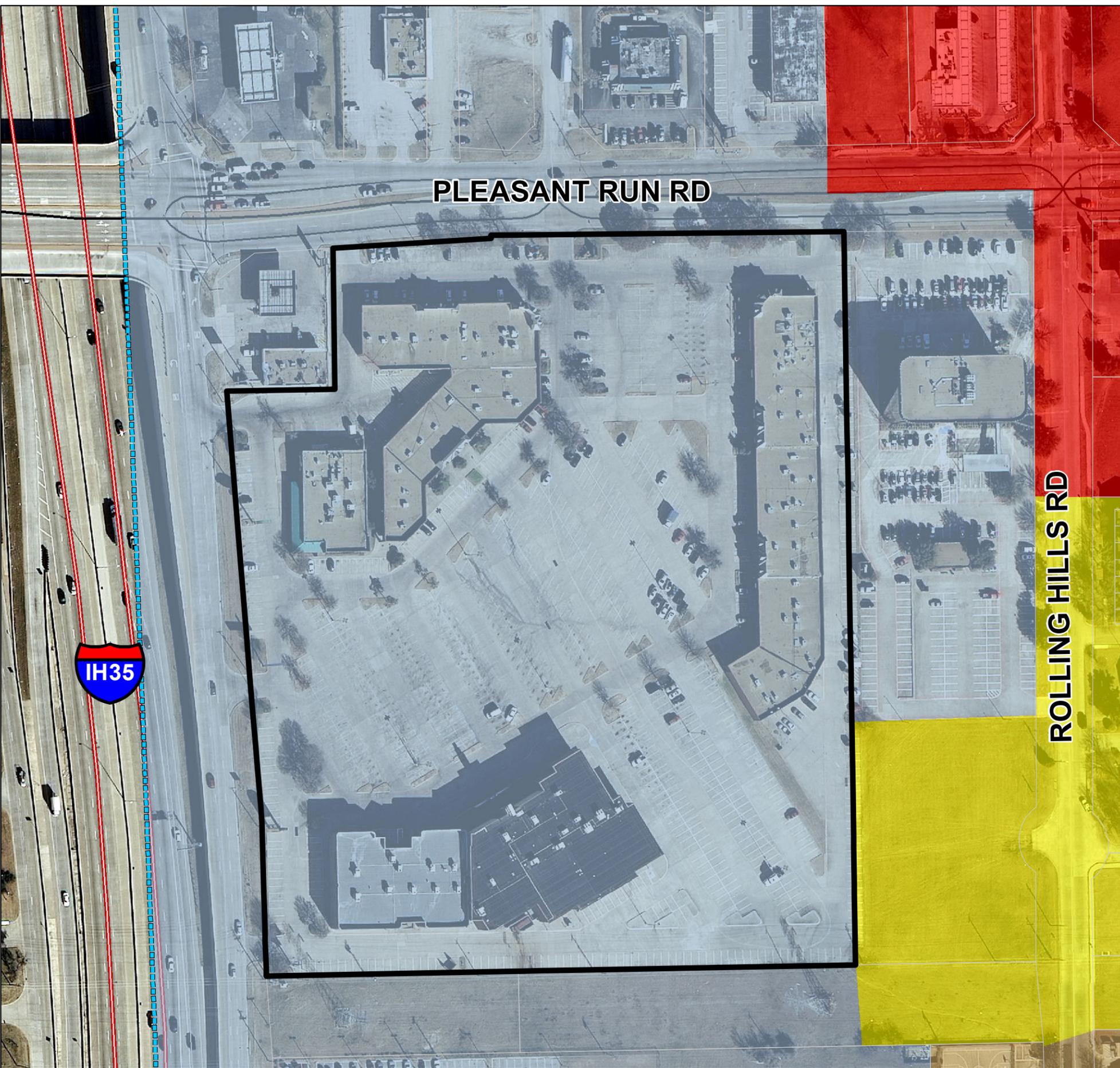


Legend

-  Courtyard at Pleasant Run
-  City Limits
-  Parcels

Location Map
 Courtyad at Pleasant Run
 3250 W Pleasant Run Road





PLEASANT RUN RD

ROLLING HILLS RD



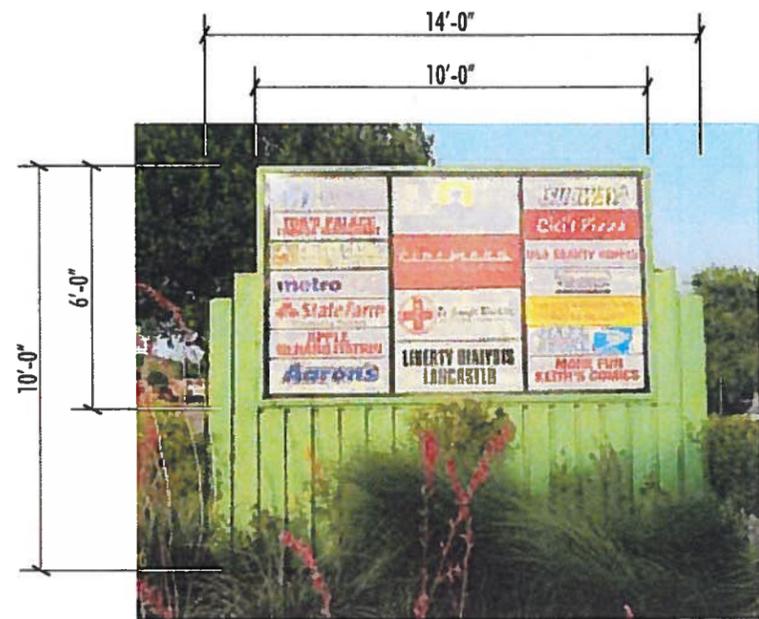
The Courtyard at Pleasant Run - LA Fitness

0 0.01 0.02 0.04 Miles

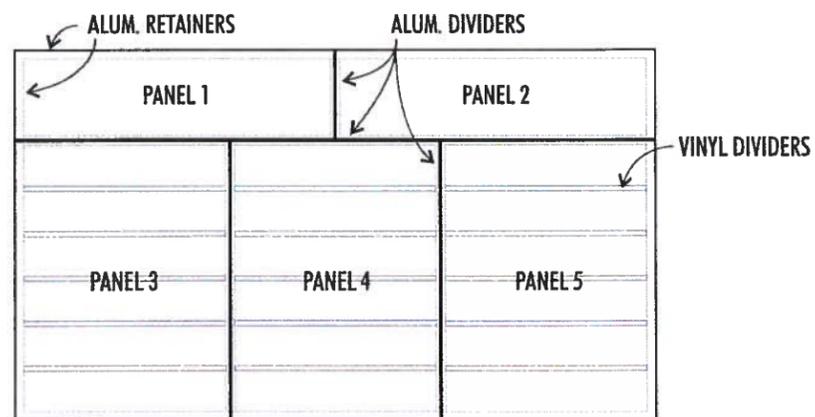
Legend

- | | | |
|-----------------------------|---------------------------|-----------------------------|
| Courtyard at Pleasant Run | LI (Light Industrial) | SF-4 (Residential Low) |
| City Limits | MI (Medium Industrial) | SF-5 (Residential Medium) |
| Zoning | MF-16 (Multifamily) | SF-6 (Residential High) |
| MZ (Multi-Zoning) | MH (Mobile Home) | SF-E (Single Family Estate) |
| 2F-6 (2 Family Residential) | NS (Neighborhood Service) | TC (Town Center) |
| A-O (Agricultural Open) | ORT (Office) | TH-16 (Town Home) |
| CH (Commercial Hwy) | PD (Planned Development) | TND (Residential) |
| CS (Commercial Services) | R (Retail) | ZL-7 (Zero Lot Line Res) |





DOUBLE-FACE MONUMENT SIGN – EXISTING
N.T.S.



FACE DETAIL – (2 OF EACH REQUIRED FOR 1 D/F MONUMENT)
SCALE: 1/4" = 1'-0"

NOTE: A VARIANCE WILL BE REQUIRED FOR THE NEW MONUMENT SIGN

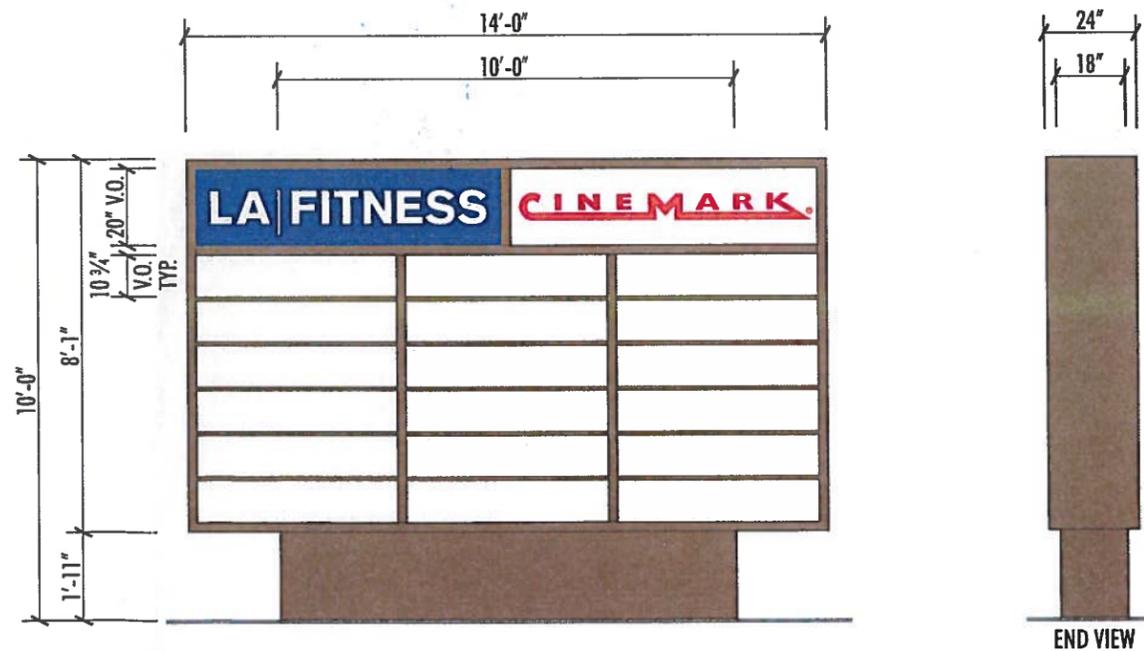
GENERAL DESCRIPTION

REPLACE EXISTING DOUBLE-FACE MONUMENT SIGN w/NEW DOUBLE-FACE MONUMENT SIGN

24" DEEP ALUMINUM CABINET P.T.M ICI #1729 ANCIENT POTTERY; WHITE LEXAN TENANT PANELS w/VINYL GRAPHICS

(NOTE: EACH SIDE OF MONUMENT WILL HAVE 5 PIECES OF LEXAN. THE LOWER 18 T/P ARE HORIZONTALLY DIVIDED w/ VINYL TO MATCH CABINET.)

INTERNALLY ILLUMINATED w/HIGH-OUTPUT FLUORESCENT LAMPS; ALUMINUM POLE COVER P.T.M. CABINET



PROPOSED DOUBLE-FACE MONUMENT SIGN (1 REQUIRED)
SCALE: 1/4" = 1'-0"



Starlite Sign
www.starlitesign.com
7923 E. McKinney St.
Denton, TX 76208
(940) 382-8850
Fax: (940) 387-0429

CUSTOMER: Cornerstone Development - Courtyard Pleasant Run
LOCATION: 3250 W. Pleasant Run Road
CITY, ST: Lancaster, TX 75146

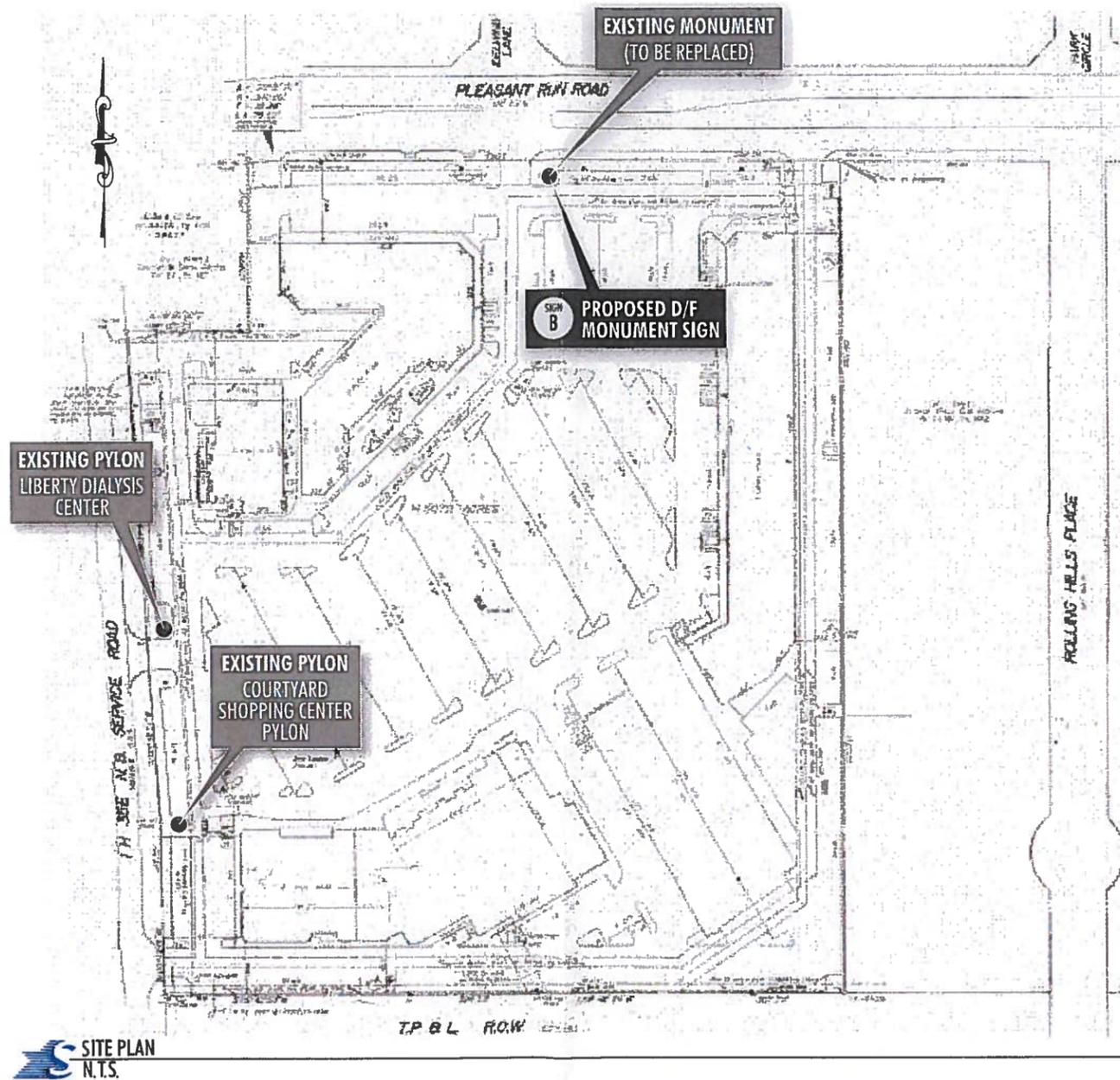
8'-1" x 14'-0" = 113.1
ACCT. EXEC: Mason Kimbrough
PRJ. MGR: Diana Collins
TTL SQ. FT.: 28400
BID # / JOB #: 28400
DESIGNER: A. Spires

DWG. #: 1307-137
PAGE: 01 of 02
ORIG. DATE: 07-31-13

NO.	DATE	BY	DESCRIPTION
1	08/21/13	AS	REMOVED PAGE 1 (SIGN & Pylon REFURS); SIGN B: ADDED ONL; ADDED SITE PLAN

Bids are good if accepted within 30 days of proposal. This drawing is the property of Starlite Sign, which reserves all rights to its reproduction and display.

NOTE TO FABRICATORS: ANY CHANGES MADE TO CUSTOMER SPECS MUST BE PRE APPROVED BY PROJECT MANAGER PRIOR TO MANUFACTURING.



SITE PLAN
N.T.S.

StarliteSign.LP
www.starlitesign.com
7923 E. McKinney St.
Denton, TX 76208
(940) 382-8850
Fax: (940) 387-0429

CUSTOMER Cornerstone Development - Courtyard Pleasant Run	LOCATION 3250 W. Pleasant Run Road Lancaster, TX 75146	CITY, ST Lancaster, TX	N/A	ACCT EXEC. Mason Kimbrough	BID # / JOB # 28400	DESIGNER A. Spires	ORIG DATE 07-31-13
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Bids are good if accepted within 30 days of proposal. This drawing is the property of Starlite Sign, LP which reserves all rights to its reproduction and display.

NO.	DATE	BY	DESCRIPTION
1	08/21/13	AS	REMOVED PAGE 1 (SIGN A PYLON REFURB); SIGN B- ADDED OAL- ADDED SITE PLAN

NOTE TO FABRICATORS: ANY CHANGES MADE TO CUSTOMER SPECS MUST BE PRE APPROVED BY PROJECT MANAGER PRIOR TO MANUFACTURING.



**SPECIAL MEETING MINUTES
PLANNING & ZONING COMMISSION AND
SIGN CONTROL BOARD
CITY OF LANCASTER, TEXAS
TUESDAY, SEPTEMBER 24, 2013**



CALL TO ORDER:

Chair Wright called both the meeting to order at 7:00 p.m. on September 24, 2013.

COMMISSIONERS

**QUINNIE WRIGHT, CHAIR
ROOSEVELT NICHOLS
LAWRENCE PROTHRO, VICE CHAIR
GENEVIVE GREGORY
TOM BARNETT**

CITY STAFF

RONA STRINGFELLOW

**MANAGING DIRECTOR OF PUBLIC
WORKS/DEVELOPMENT SERVICES
SENIOR PLANNER**

SURUPA SEN

CITIZENS COMMENTS: (At this time citizens will be allowed to speak only on matters contained on the Planning and Zoning Commission agenda)

Chair Wright invited anyone wishing to speak to come forward state their name and address. She informed that citizens will be allowed to speak on matters included on the agenda. Each speaker will be allowed to speak for three (3) minutes. No citizen comments were received.

Senior Planner, Surupa Sen introduced the next action item on the agenda.

ACTION

1. Election of Chair and Vice-Chair for the Planning and Zoning Commission.

As per Lancaster Development Code, after the first meeting in August, the Planning and Zoning Commission should elect a Chair and Vice-Chair.

Chair Wright entertained a motion.

COMMISSIONER GREGORY MADE A MOTION TO ELECT QUINNIE WRIGHT AS THE CHAIR AND LAWRENCE PROTHRO AS THE VICE-CHAIR FOR THE PLANNING AND ZONING COMMISSION, SECONDED BY COMMISSIONER BARNETT.

AYES: BARNETT, PROTHRO, GREGORY, WRIGHT, NICHOLS

NAYES:

THE MOTION CARRIED 5-0.



**SPECIAL MEETING MINUTES
PLANNING & ZONING COMMISSION AND
SIGN CONTROL BOARD
CITY OF LANCASTER, TEXAS
TUESDAY, SEPTEMBER 24, 2013**



Senior Planner, Surupa Sen introduced the next action item on the agenda.

ACTION

1. **M13-02** Consider and discuss a request for Sign Exception for Courtyard at Pleasant Run Shopping center at 3250 W Pleasant Run Road. Exception is requested for the size of the multitenant monument sign.

Planning and Zoning Commission acting as the Lancaster Sign Control Board has the authority to review and approve Sign Exception requests and will be taking action on this request.

Senior Planner, Surupa Sen gave a presentation stating that the applicant is requesting exceptions to the Sign Ordinance (2009-08-20) to allow for a bigger multi-tenant monument sign. The property is located at 3250 W Pleasant Run Road described as Lot 1, Block A, The Courtyard at Pleasant Run, Dallas County, Lancaster, Texas.

City of Lancaster Sign Ordinance (2009-08-20) Section 14.1204.h – Monument Signs allows one free standing multi-tenant monument sign not to exceed a maximum area of seventy-five (75) square feet. The applicant is requesting monument sign of one hundred and forty (140) square feet area, an increase of sixty (60) square feet replacing the existing monument sign. There is an existing multi-tenant monument sign on Pleasant Run Road that the applicant will replace with this bigger sign. This will accommodate the new anchor tenant, LA Fitness without reducing individual panel sizes for other tenants' signs.

Vice-Chair Protho asked if the panels are going to be of same size or the ne anchor tenant will have a bigger panel.

Ms. Sen clarified that as shown on the graphic, each panel will be of same size, and the bigger sign face is being achieved by removing the green wooden border of the existing sign. The overall height and width of the monument sign will remain same.

Chair Wright asked if the sign will be raised as there is visibility issues created from the sign.

Staff clarified that the sign placement is in accordance with the Lancaster Development Code and does not interfere with the traffic visibility triangle for that corner.

Commissioner Nichols asked about the existing Pylon Sign and whether those signs shall be upgraded to match the new monument sign.

Managing Director Rona Stringfellow answered that the shopping center owner and the new tenant are working towards upgrading the shopping center and that's a bigger effort and coordination that is currently on-going.

Applicant Debbie Stellar, 79 E McKinney, Denton, Texas explained the design of the sign was done to kept the total height, width same.

Chair Wright entertained a motion.



**SPECIAL MEETING MINUTES
PLANNING & ZONING COMMISSION AND
SIGN CONTROL BOARD
CITY OF LANCASTER, TEXAS
TUESDAY, SEPTEMBER 24, 2013**



COMMISSIONER GREGORY MADE A MOTION TO APPROVE M13-02 SIGN EXCEPTION REQUEST, SECONDED BY COMMISSIONER BARNETT.

AYES: BARNETT, PROTHRO, GREGORY, WRIGHT, NICHOLS

NAYES:

THE MOTION CARRIED 5-0.

Chair Wright introduced the next item on the agenda which is a Public Hearing and Action item.

PUBLIC HEARING AND ACTION

2. **Z13-03** Conduct a Public Hearing and consider an amendment to the comprehensive plan and the map thereof by designating approximately 44.08 ± acres of land from Retail (R) to Light Industrial (LI); and, to rezone approximately 11.08 ± acres of land from Light Industrial (LI) to Neighborhood Services (NS) and to rezone an additional 11 ± acres from Neighborhood Services (NS) to Light Industrial (LI), such land being a part of approximately 44.08 ± acre tract of land, described as Lots 1, 2 and 3, Block A, of Smith Elkins Survey, Abstract 430, Page 325, City of Lancaster, Dallas County, Texas and generally known as the Ridge Logistics Center located at the North-East corner of Telephone Road and N. Dallas Avenue.

Senior Planner, Surupa Sen gave a presentation explaining the rezoning request at the northeast corner of the intersection of Dallas Avenue and Telephone Road. The combined parcels contain 44.078 acres of land. The subject property is currently zoned Light Industrial (LI) towards north side and Neighborhood Services (NS) at the North-East corner of Telephone Road and Dallas avenue. The applicant is requesting a Planned Development (PD) where the NS and LI land use designations will be re-assigned within the 44.08 acres of land area.

The Planning and Zoning Commission conducted and closed the public hearing and directed staff to work with the applicant in reviewing the land use table from Lancaster Development Code (LDC) and prohibit certain land uses not suitable for the area. Commission postponed consideration of the item until October 1, 2013, in order to allow sufficient time to review and discuss this with the applicant.

Ms. Sen presented the application based on the Lancaster Development Code criteria, 1) Consistency with the Comprehensive Plan, 2) Potential Impact on Adjacent Development, 3) Availability of Utilities and Access, 4) Site Conditions, and 5) Timing of Development.

Ms. Sen informed Commission that on Friday, September 6, 2013, a notice for this public hearing appeared in the Focus Daily Newspaper. Notifications of this public hearing were mailed to seventeen (17) property owners that are within 200 feet of the subject property on Friday, September 6, 2013. Zoning signs were placed on the subject property. One property owner has responded in favor of this application who owns four lots (100, 110, 120, and 3164 E Telephone Road) within the 200' notification area.



**SPECIAL MEETING MINUTES
PLANNING & ZONING COMMISSION AND
SIGN CONTROL BOARD
CITY OF LANCASTER, TEXAS
TUESDAY, SEPTEMBER 24, 2013**



Ms. Sen also elaborated on the four proposed monument signs that are bigger than what is allowed per Lancaster Sign Ordinance. If this zoning is approved, the applicant will receive approval for the bigger monument signs within the Planned Development Ordinance.

Chair Wright asked if there were any questions of staff.

Commissioner Barnett asked why staff does not have any recommendation. He also enquired why again there is a Comprehensive Plan amendment request. There might be undesirable land uses allowed in the frontage of the City if the Light Industrial (LI) zoning is permitted instead of Neighborhood Services (NS).

Commissioner Nichols expressed concern over the project being mostly in Dallas and benefiting Dallas and utility access might not be from Lancaster.

Ms. Sen and applicant, Dan Grant, Kimley Horn and Associates, 12750 Merit Drive, Dallas, Texas, clarified the utility access, land use issues and other questions/concerns.

Commissioner Barnett requested possible impact fee assessments be provided to the Commission. As certain land uses need to be prohibited within this Planned Development, Commission and applicant suggested that the item be tabled till staff and applicant have worked on the land use table from Lancaster Development Code (LDC).

Chair Wright entertained a motion.

VICE CHAIR PROTHRO MADE THE MOTION TO POSTPONE Z13-03 TO OCTOBER 1, 2013 AND RECONSIDER, SECONDED BY COMMISSIONER BARNETT.

**AYES: BARNETT, PROTHRO, GREGORY, WRIGHT, NICHOLS
NAYES:**

THE MOTION CARRIED 5-0.

Chair Wright entertained a motion to adjourn the Planning and Zoning Commission and the Sign Control Board meeting.

A MOTION WAS MADE BY VICE CHAIR PROTHRO AND SECONDED BY COMMISSIONER GREGORY TO ADJOURN.

**AYES: BARNETT, PROTHRO, GREGORY, WRIGHT, NICHOLS
NAYES: NONE**

THE MOTION CARRIED 5-0

Meeting was adjourned at 9:09 p.m.



**SPECIAL MEETING MINUTES
PLANNING & ZONING COMMISSION AND
SIGN CONTROL BOARD
CITY OF LANCASTER, TEXAS
TUESDAY, SEPTEMBER 24, 2013**



Quinnie Wright, Chair

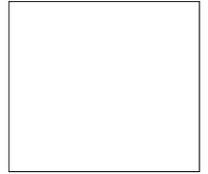
ATTEST

Surupa Sen, Senior Planner

DRAFT



**WORKSESSION AGENDA
PLANNING & ZONING COMMISSION
CITY OF LANCASTER, TEXAS
MUNICIPAL CENTER
CITY COUNCIL CHAMBERS
211 N. HENRY STREET, LANCASTER, TEXAS
TUESDAY, OCTOBER 1, 2013 – 7:00 P.M.**



**Chair, Quinnie Wright
Vice-Chair, Lawrence Prothro**

**Commissioner Genevieve Gregory
Commissioner Roosevelt Nichols
Commissioner Tom Barnett**

As authorized by Section 551.071(2) of the Texas Government Code, this meeting may be convened into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any agenda item herein.

The City of Lancaster reserves the right to reconvene, recess or realign the Regular Session or called Executive Session or order of business at any time prior to adjournment.

7:00 P.M.

WORKSESSION AGENDA

CALL TO ORDER

DISCUSSION

1. Planning and Zoning Commissioners training.

ADJOURNMENT

ACCESSIBILITY STATEMENT

The Municipal Building is wheelchair accessible. If you plan to attend the meeting and have a physical impairment, which requires special arrangements or require sign interpretive services, please contact the City Secretary's Office 72 hours prior to the meeting at (972) 218-1310 or TDD 1-800-735-2988. Reasonable accommodations will be made to assist your needs.

CERTIFICATE

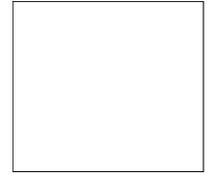
I hereby certify the above Notice of Meeting was posted at the Lancaster City Hall,

September 27, 2013 @ 5:00 am/pm.

**Surupa Sen, Senior Planner,
Public Works and Development Services**



NOTICE OF MEETING AGENDA
PLANNING & ZONING COMMISSION
CITY OF LANCASTER, TEXAS
MUNICIPAL CENTER
CITY COUNCIL CHAMBERS
211 N. HENRY STREET, LANCASTER, TEXAS
TUESDAY, OCTOBER 1, 2013 – 7:00 P.M.



Chair, Quinnie Wright
Vice-Chair, Lawrence Prothro

Commissioner Genevieve Gregory
Commissioner Roosevelt Nichols
Commissioner Tom Barnett

As authorized by Section 551.071(2) of the Texas Government Code, this meeting may be convened into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any agenda item herein.

The City of Lancaster reserves the right to reconvene, recess or realign the Regular Session or called Executive Session or order of business at any time prior to adjournment.

7:00 P.M.

AGENDA

CALL TO ORDER

CITIZENS COMMENTS (At this time citizens will be allowed to speak only on matters contained on the Planning and Zoning Commission agenda)

ACTION

1. **Z13-03** Discuss and consider an amendment to the comprehensive plan and the map thereof by designating approximately 44.08 ± acres of land from Retail (R) to Light Industrial (LI); and, to rezone approximately 11.08 ± acres of land from Light Industrial (LI) to Neighborhood Services (NS) and to rezone an additional 11 ± acres from Neighborhood Services (NS) to Light Industrial (LI), such land being a part of approximately 44.08 ± acre tract of land, described as Lots 1, 2 and 3, Block A, of Smith Elkins Survey, Abstract 430, Page 325, City of Lancaster, Dallas County, Texas and generally known as the Ridge Logistics Center located at the North East corner of Telephone Road and N. Dallas Avenue.

ADJOURNMENT

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CERTIFICATE

I hereby certify the above Notice of Meeting was posted at the Lancaster City Hall,

September 27, 2013 @ 5:00 am/pm.

**Surupa Sen, Senior Planner,
Public Works and Development Services**

PLANNING & ZONING COMMISSION

Agenda Communication for
October 1, 2013

#1

Z13-03 Discuss and Consider a Comprehensive Plan Amendment by designating approximately 44.08 acres of land from Retail (R) to Light Industrial (LI) and to rezone approximately 11.08 acres of land from Light Industrial (LI) to Neighborhood Services (NS) and to rezone an additional 11.08 acres of land from Neighborhood Services (NS) to Light Industrial (LI). The Property is located on the Northeast corner of Telephone Road and North Dallas Avenue. The property is approximately 44.08 acres, described as Lots 1, 2 and 3; Block A, Ridge Logistics Center of Smith Elkins Survey, Abstract 430, Page 325, City of Lancaster, Dallas County, Texas.

Background

At the September 24, 2013 special meeting Planning and Zoning Commission conducted a public hearing regarding the zoning change and comprehensive plan amendment request. Discussion regarding utility access from Lancaster, potential timing of development for the Neighborhood Services (NS) zoned acreage and certain land uses not suitable for the north east corner of Telephone Road and N Dallas Avenue (that would otherwise be allowed by right under Light Industrial (LI) zoning) were discussed.

The Planning and Zoning Commission conducted and closed the public hearing and directed staff to work with the applicant in reviewing the land use table from Lancaster Development Code (LDC) and prohibit certain land uses not suitable for the area. Commission postponed consideration of the item until October 1, 2013, in order to allow sufficient time to review and discuss this with the applicant.

- 1. Location and Size:** The property is located on the northeast corner of the intersection of Dallas Avenue and Telephone Road. The combined parcels contain 44.078 acres of land.
- 2. Current Zoning:** The subject property is currently zoned Light Industrial (LI) towards north side and Neighborhood Services (NS) at the North-East corner of Telephone Road and Dallas avenue. The applicant is requesting a Planned Development (PD) where the NS and LI land use designations will be re-assigned within the 44.08 acres of land area. Attached Exhibit B shows the proposed Land Use assignments.
- 3. Adjacent Properties:**
North: CH, Commercial Highway
South: NS, Neighborhood Services (undeveloped)

East: Light Industrial (City of Dallas)
 West: PD –LI, Planned Development Light Industrial (Lancaster Logistics Industrial Center)

4. **Comprehensive Plan Compatibility:** The Comprehensive Plan Future Land Use map designates this area as Light Industrial (LI) and Retail (R) land use. As the Neighborhood Services and the Light Industrial zoning designations are being reassigned, this proposal will require a Comprehensive Plan amendment to be considered concurrently.
5. **Public Notification:** On Friday, September 6, 2013, a notice for this public hearing appeared in the Focus Daily Newspaper. Notifications of this public hearing were mailed to seventeen (17) property owners that are within 200 feet of the subject property on Friday, September 6, 2013. Zoning signs were placed on the subject property. One property owner has responded in favor of this application who owns four lots (100, 110, 120, and 3164 E Telephone Road) within the 200’ notification area.

6. **Case History:**

Date	Body	Action
06/05/07	P&Z	Z07-17 Comprehensive Plan amendment and Zoning Change request recommended approval w/R at northeast corner of Telephone Road and Dallas Avenue.
06/25/07	CC	Z07-17 Approved with stipulations
02/16/10	P&Z	Z10-05 Land swap and rezoning request recommended for approval
03/08/10	CC	Z10-05 Land swap and rezoning request tables until March 22, 2010
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05/24/10	CC	Z10-05 Land swap request denied, no action taken on companion items
02/11/13	CC	Denied - Waiving requirement for connection to Lancaster water and wastewater system and resolution for ongoing maintenance of median on right-of-ways.
09/03/13	P&Z	PS 13-08 Lots 1, 2, 3, Block A, Ridge Logistics Center Final Plat approved.
09/24/13	P&Z	Z13-03 Comprehensive Plan amendment and Zoning Change request tabled until October 1, 2013. The public hearing was conducted and closed at this meeting.

Considerations

This is a unique rezoning request where existing Light Industrial (LI) and Neighborhood Services (NS) zoning designations are requested to be re-assigned among themselves while keeping the total land area under each zoning designation same. Existing property is a combination of three lots with 44.08 acres of land. The southernmost corner of the property (at the northeast corner of Telephone Road and Dallas Avenue) has 11.08 acres of land zoned Neighborhood Services (NS). Rest of the property is currently zoned Light Industrial (LI). Applicant is requesting to rezone the property to a Planned Development (PD) where existing NS zoned land will be changed to LI and an equivalent amount or 11.08 acres of LI land around proposed Balmorhea Drive will be changed to NS zoning. The PD Ordinance and concept plan shows the proposed reassignment of zoning designations.

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

Consistency with the Comprehensive Plan: The future land use map of the Lancaster Comprehensive Plan identifies this site as Retail land use. The requested zoning and land use contains both elements that appear compatible and those that do not match the Comprehensive Plan. This application is also a request for an amendment to the Lancaster Comprehensive Plan allowing the Light Industrial (LI) land use instead of the Retail (R) land use.

The comprehensive plan amendment request is under concurrent consideration with the zoning change request. The comprehensive plan amendment request has to be considered in the Planning and Zoning Commission recommendation. As per Lancaster Development Code, Section 14.1002, the PD Concept Plan "should be generally consistent with City's Comprehensive Plan (as such plan may be amended prior to or concurrently with approval of the PD District)."

Potential Impact on Adjacent Development: This property is part of a much larger tract that is currently under construction within the City of Dallas corporate limits. The 44.08 acres under this rezoning request is within City of Lancaster corporate limits and is currently undeveloped. Properties to the north, south and west are undeveloped. Recently 251 acres of land west of this property across Dallas Avenue has been approved for a PD-LI zoning. This property is part of Ridge Logistic Center development and is compatible with the potential Logistics Hub development in Dallas and the proposed Logistic Distribution Center west of this site.

Availability of utilities and access: The subject property is served by City of Lancaster water and sanitary sewer. Any building, as part of this project, that will be constructed partially or completely within the City of Lancaster will have to access water and waste water utilities from Lancaster. Landscape and streetscape improvements proposed along N. Dallas Avenue will be connected to Lancaster water utility system for irrigation purposes as well.

Site conditions such as vegetation, topography and flood plain: The subject property is currently undeveloped. Upon construction of this site factors such as vegetation, topography and flood plain issues will be addressed as part of the site plan approval process and more specifically during the civil review before construction. Construction drawings for the two proposed streets Altamore and Balmorhea Drives to serve this site from Dallas Avenue has been reviewed by City of Lancaster Engineering Division.

The area described as "Reserved Open Space" on Exhibit B – Land Use Plan will be set aside as ±1.4 acres of open space with the intent to preserve the existing stand of native trees within that feature. This portion contains a "Waters of the US" natural water system. The term "Waters of the United States" is defined as it applies to the jurisdictional limits of the authority of the Corps of Engineers under the Clean Water Act. Section 404 of the Clean Water Act and CFR Parts 320-330, prescribes policy, practice, and procedures to be used in determining the extent of jurisdiction of the Corps of Engineers concerning "waters of the United States."

Any permanent or temporary man-made changes to the boundaries of the Waters of the US are evaluated by the US Corps of Engineers based on a nation-wide or an individual 404 permit.

This is lengthy and costly process that might take 12 – 18 months depending on the nature of the application. As a result the 1.41 acres and 3.85 acres of NS zoned pieces as proposed might have some development issues. The applicant has indicated that in order to develop these two pieces; they will not be interfering with the “Waters of the US” and thus avoiding this permit review process.

Timing of Development as it relates to Lancaster’s Capital Improvement Plan: The City of Lancaster Capital Improvement Plan (CIP) does not include any immediate improvement along Telephone Road, and N. Dallas Avenue. However, the applicant has dedicated adequate right-of-way on all adjacent roadways as per City of Lancaster Thoroughfare Plan during the Final Plat approval process.

Quality Development

One of the strategic goals and objectives of the City of Lancaster is to promote Quality Development within the City. The purpose and intent of this Planned Development (PD) District is to reallocate the land use areas within the subject property in a manner that facilitates high quality development while respecting existing natural features, providing vehicular accessibility appropriate to the land uses, and maximizing flexibility for development. In addition to the street trees and landscape buffer to be installed by the applicant as part of the two new roadway construction, a 20-foot wide open space buffer in the form of a graded berm, swale, or other landscape element shall be constructed between the tree line contemplated in the RLC Landscape Plans (\pm 25-feet from the property/right of way line) and the LI-zoned property pavement limits. This additional buffer will not apply to the land zoned Neighborhood Services (NS) as proposed around Balmorhea Drive.

-
- Applicant is proposing entry feature monument signage in a manner consistent with that presented on Exhibit D– Sign Rendering (Refer to P&Z Agenda Packet dated September 24, 2013) with a signage square footage not to exceed 150 square feet for two (2) ‘major signs’ at the intersection of Balmorhea and Dallas Avenue, one (1) ‘minor sign’ not to exceed 75 square feet at the intersection of Altamore and Dallas Avenue, and one (1) ‘minor sign’ not to exceed 75 square feet at the intersection of Telephone Road and Dallas Avenue. Lancaster Sign Ordinance allows one 75 square feet monument sign for a multitenant project and one 50 square feet monument sign for single tenant project. The applicant is requesting for four bigger monument signs for this project. Individual tract developments are anticipated to have monument signage consistent with the Lancaster Sign Ordinance.

Per Commissioner Barnett’s request staff has provided the calculations for impact fees. Majority of this logistics development is within the City of Dallas. As per the concept plan portion of Buildings 1, 2 and 5 will be within the City of Lancaster. If constructed as shown on the Concept Plan the project will potentially bring the following impact fees* to the City of Lancaster:

1. Assuming 10% of Buildings 1, 2 and 5 constructed within Lancaster City Limits the **Roadway Impact Fees** collected will be = **\$ 167,898.08** (Industrial Park Land Use Classification)
2. Assuming 6 – 2” compound water meters will be installed for domestic and irrigation purposes, the **Water Impact Fee** collected will be = **\$ 58,830.00**
3. Assuming 3 – 2” compound meters will be installed for domestic sewer, the **Waste Water Impact Fee** collected will be = **\$ 22,368.00**

Total Impact Fees collected can be = \$ 249,096.08

(*Please see attached detail impact fee calculations from the Engineering Division)

Permitted Uses within this Planned Development (PD) Zoning

- - Commission directed staff to discuss with applicant the possibility of restricting certain land uses under this PD zoning, that are not suitable for this area. Applicant has agreed to prohibit the followings uses under this PD that would otherwise be allowed by right under Light Industrial (LI) zoning:
 1. Animal clinic for small animals, no outdoor pens
 2. Prison/Custodial Institution
 3. Billiard Parlor or Pool Hall
 4. Gun Club, Skeet or Target Range (Indoor)
 5. Night Club, Discotheque, or Dance Hall
 6. Taxidermist Shop
 7. Bail Bond Service
 8. Recreational Vehicles (RV) Sales and Service
 9. Truck Rental
 10. Welding Repair

The attached Exhibit A - Planned Development Regulations states the aforementioned land uses being prohibited under this zoning. The applicant has agreed to prohibit all these uses except the "Truck Rental" land use.

Options/Alternatives

- 1) Recommend approval of the comprehensive plan amendment and rezoning request
- 2) Recommend approval of the comprehensive plan amendment and rezoning request with stipulations and state those for the record
- 3) Recommend denial of the comprehensive plan amendment and rezoning request
- 4) Table the comprehensive plan amendment and rezoning request and direct staff

Staff Recommendation

Staff recommends approval with the land use prohibitions mentioned in the PD Regulations.

Approval Process

Upon recommendation by the Planning and Zoning Commission, the City Council will conduct a public hearing and render a final decision for this item at their October 28, 2013, regular meeting.

Attachments

- Exhibit A – Draft PD Regulations
- Impact Fee Calculations

- Final Plat

Prepared By and Submitted By:

Surupa Sen
Senior Planner, Public Works and Development Services

Date: October 1, 2013

EXHIBIT A
PLANNED DEVELOPMENT REGULATIONS

RLC LOGISTICS

Purpose and Intent

The purpose and intent of this Planned Development District is to reallocate the land use areas within the subject property in a manner that facilitates high quality development while respecting existing natural features, providing vehicular accessibility appropriate to the land uses, and maximizing flexibility for development.

Applicability

The Planned Development Regulations shall apply whenever the property owner submits for permit in the form of platting, site plan approval or public infrastructure improvements.

Reallocation of Land Uses and Permitted Uses

The allocation of land uses shall be consistent with those shown on Exhibit B – Land Use Plan. Any use allowed in NS: Neighborhood Services and LI: Light Industrial is permitted within the limits of the areas as detailed on Exhibit B. R: Retail uses are allowed in the NS use areas. The following land uses shall be prohibited under this PD zoning:

1. Animal clinic for small animals, no outdoor pens
2. Prison/Custodial Institution
3. Billiard Parlor or Pool Hall
4. Gun Club, Skeet or Target Range (Indoor)
5. Night Club, Discotheque, or Dance Hall
6. Taxidermist Shop
7. Bail Bond Service
8. Recreational Vehicles (RV) Sales and Service
9. Truck Rental
10. Welding Repair

Concept Plan

The detailed elements for consideration in support of this PD are detailed on Exhibit C – Concept Plan. Exhibit C will serve as a guide in City Staff’s review of individual Site Plans supporting development applications.

Development Regulations

Unless described herein, the Development Regulations described in the current Lancaster Development Code (LDC) apply.

Signage Requirements

Entry feature monument signage is allowed in a manner consistent with that presented on Exhibit D – Sign Rendering with a signage square footage not to exceed 150 square feet for two (2) ‘major signs’ at the intersection of Balmorhea and Dallas Avenue, one (1) ‘minor sign’ not to exceed 75 square feet at the intersection of Altamoore and Dallas Avenue, and one (1) ‘minor sign’ not to exceed 75 square feet at the intersection of Telephone Road and Dallas Avenue. Sign square footage tabulations do not include architectural or structural sign elements. Individual tract developments are anticipated to have monument signage consistent with the LDC.

Preservation of Open Space

The area described as “50’ Drainage Easement” on the Final Plat for Ridge Logistics Center and as “Reserved Open Space” on Exhibit B – Land Use Plan will be set aside as ±1.4 acres of open space with the intent to preserve the existing stand of native trees within that feature.

Enhanced Screening along Public Rights of Way

An additional 20-foot wide open space buffer in the form of a graded berm, swale, or other landscape element shall be constructed between the tree line contemplated in the RLC Landscape Plans (± 25 -feet from the property/right of way line) and the LI-zoned property pavement limits. This additional buffer will not apply to Neighborhood Services use development tracts.

From: Patel, Dipak
Sent: Tuesday, September 24, 2013 2:29 PM
To: Pandurangi, Shwetha
Subject: RE: Ridge Zoning Change

Shwetha,

From the attached picture 3- buildings (1,2 and 5) are facing SH 342 have the total area of 2,471,270.00 square feet. As per our conversation, I am assuming there will be 10% of all three buildings will be in City of Lancaster's city limit.
So the total area in city limit will be $2,471,270.00 \times 0.10 = 247,127$ square feet.

If the building will be Industrial park, then the roadway impact fee will be $247127/1000 \times 679.4 = \$167,898.08$

If the building will be Warehousing, then the roadway impact fee will be $247127/1000 \times 252.8 = \$62,473.71$.

I assume water and waste water will be connected to City water and waste water.

The water and wastewater impact fees depends on number and size of water meters used for water and irrigation.

Assuming the 6- 2" compound water meters will be used for water and irrigation and they are on City's limit.

Water impact fees per each 2" compound water meter is \$9805.00
The water impact fee will be $9805 \times 6 = \$58,830.00$

Wastewater impact fees per each 2" compound water meter is \$7456.00
The wastewater impact fee will be $7456.00 \times 3 = \$22,368.00$

The total impact fees for the development is $\$167,898.08 + \$58,830.00 + \$22,368.00 = \$249,096.08$ for industrial park.

The total impact fees for the development is $\$62,473.71 + \$58,830.00 + \$22,368.00 = \$143,671.71$ for warehousing.

The inspection fees for infrastructure within City Right Of Way and easements is 3.5% of total construction cost of infrastructure within City Right Of Way and easement.

Dipak Patel
Project Manager
City of Lancaster
972-218-1243



**REGULAR MEETING MINUTES
PLANNING & ZONING COMMISSION
CITY OF LANCASTER, TEXAS
TUESDAY, OCTOBER 1, 2013**



CALL TO ORDER:

Chair Wright called the meeting to order at 7:00 p.m. on October 1, 2013.

COMMISSIONERS

**QUINNIE WRIGHT, CHAIR
ROOSEVELT NICHOLS
LAWRENCE PROTHRO, VICE CHAIR
GENEVIVE GREGORY
TOM BARNETT**

CITY STAFF

RONA STRINGFELLOW

**MANAGING DIRECTOR OF PUBLIC
WORKS/DEVELOPMENT SERVICES
SENIOR PLANNER
CITY ATTORNEY**

**SURUPA SEN
JULIE DOSHER**

CITIZENS COMMENTS: (At this time citizens will be allowed to speak only on matters contained on the Planning and Zoning Commission agenda)

Chair Wright invited anyone wishing to speak to come forward state their name and address. She informed that citizens will be allowed to speak on matters included on the agenda. Each speaker will be allowed to speak for three (3) minutes. No citizen comments were received.

Chair Wright introduced the next action item on the agenda.

ACTION

1. **Z13-03** Discuss and consider an amendment to the comprehensive plan and the map thereof by designating approximately 44.08 ± acres of land from Retail (R) to Light Industrial (LI); and, to rezone approximately 11.08 ± acres of land from Light Industrial (LI) to Neighborhood Services (NS) and to rezone an additional 11 ± acres from Neighborhood Services (NS) to Light Industrial (LI), such land being a part of approximately 44.08 ± acre tract of land, described as Lots 1, 2 and 3, Block A, of Smith Elkins Survey, Abstract 430, Page 325, City of Lancaster, Dallas County, Texas and generally known as the Ridge Logistics Center located at the North East corner of Telephone Road and N. Dallas Avenue.

Senior Planner Surupa Sen gave a presentation stating that At the September 24, 2013 special meeting Planning and Zoning Commission conducted a public hearing regarding the zoning change and comprehensive plan amendment request. Discussion regarding utility access from Lancaster, potential timing of development for the Neighborhood Services (NS) zoned acreage and certain land uses not suitable for the north east corner of Telephone Road and N Dallas Avenue (that would otherwise be allowed by right under Light Industrial (LI) zoning) were discussed.



**REGULAR MEETING MINUTES
PLANNING & ZONING COMMISSION
CITY OF LANCASTER, TEXAS
TUESDAY, OCTOBER 1, 2013**



The Planning and Zoning Commission conducted and closed the public hearing and directed staff to work with the applicant in reviewing the land use table from Lancaster Development Code (LDC) and prohibit certain land uses not suitable for the area. Commission postponed consideration of the item until October 1, 2013, in order to allow sufficient time to review and discuss this with the applicant.

Ms. Sen informed Commission that staff has been in communication with the applicant since last Planning and Zoning Commission meeting. She pointed out certain items on staff report has been clarified, for example, applicant had mentioned that the project will connect to Lancaster utilities from N Dallas Avenue for irrigation purposes and if a portion of any building is constructed within the Lancaster City Limits, then depending on toilet and other service locations, utility connections will be made.

Ms. Sen informed that the applicant has indicated no changes shall be made to the "Water of US" adjoining two of the proposed Neighborhood Services (NS) zoned properties to avoid any time consuming and costly Army Core of Engineers review process.

As requested by Commissioner Barnett, staff has provided assessment of possible impact fee collection in future from this project. Detail calculations have been provided as attachments to the staff memo. Ms. Sen stated that assuming 10% of proposed buildings 1, 2 and 5 shall be constructed within Lancaster City Limits; total \$ 249,096.08 can be collected in the forms of roadway, water, and waste-water impact fees.

Lastly Ms. Sen discussed the 10 land uses as discussed with the applicant that shall be prohibited under this Planned Development.

Chair Wright asked if there were any questions of staff.

Commissioner Barnett asked staff to clarify which stipulations were placed on this property when the zoning was originally approved by Council in 2007.

Managing Director Rona Stringfellow answered that the Council required the North-East corner of Telephone Road and Dallas Avenue to remain Neighborhood Services (NS) as the applicants request in 2007 was to rezone the whole property to Light Industrial (LI).

Chair Wright asked if applicant had any comments.

Dan Grant, Kimley Horn and Associates, 12750 Merit Drive, Dallas, Texas, briefly mentioned that the 10 land uses as mentioned by staff has been prohibited within the PD Ordinance.

Commissioner Gregory had a question regarding the Ridge Final Plat that has been included as an attachment. On page 3 of the Plat it stated that the "40' Water Easement to the City Dallas" and Commissioner Gregory asked whether it should be dedicated to the City of Lancaster. Dan Grant clarified the proposed 96" water line that is planned along Telephone Road is a project by City of Dallas and Dallas County Water Utilities and as a result that easement is dedicated to the City of Dallas.

Chair Wright asked if there are any other discussion or question on this item.



**REGULAR MEETING MINUTES
PLANNING & ZONING COMMISSION
CITY OF LANCASTER, TEXAS
TUESDAY, OCTOBER 1, 2013**



With no further comment/question Chair Wright entertained a motion.

VICE CHAIR PROTHRO MADE THE MOTION TO APPROVE Z13-03 WITH STIPULATIONS TO PROHIBIT THE LAND USES AS MENTIONED IN THE ORDINANCE, SECONDED BY COMMISSIONER GREGORY.

**AYES: BARNETT, PROTHRO, GREGORY, WRIGHT
NAYES: NICHOLS**

THE MOTION CARRIED 4-1.

Chair Wright entertained a motion to adjourn.

A MOTION WAS MADE BY VICE CHAIR PROTHRO AND SECONDED BY COMMISSIONER GREGORY TO ADJOURN.

**AYES: BARNETT, PROTHRO, ROBINSON, WRIGHT, NICHOLS
NAYES: NONE**

THE MOTION CARRIED 5-0

Meeting was adjourned at 7:15 p.m.

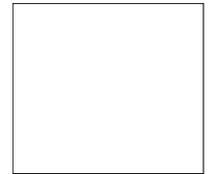
Quinnie Wright, Chair

ATTEST

Surupa Sen, Senior Planner



**NOTICE OF MEETING AGENDA
PLANNING & ZONING COMMISSION
CITY OF LANCASTER, TEXAS
MUNICIPAL CENTER
CITY COUNCIL CHAMBERS
211 N. HENRY STREET, LANCASTER, TEXAS
TUESDAY, SEPTEMBER 24, 2013 – 7:00 P.M.**



**Chair, Quinnie Wright
Vice-Chair, Lawrence Prothro**

**Commissioner Genevieve Robinson
Commissioner Roosevelt Nichols
Commissioner Tom Barnett**

As authorized by Section 551.071(2) of the Texas Government Code, this meeting may be convened into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any agenda item herein.

The City of Lancaster reserves the right to reconvene, recess or realign the Regular Session or called Executive Session or order of business at any time prior to adjournment.

7:00 P.M.

AGENDA

CALL TO ORDER

CITIZENS COMMENTS (At this time citizens will be allowed to speak only on matters contained on the Planning and Zoning Commission agenda)

ACTION

1. Election of Chair and Vice-Chair for the Planning and Zoning Commission.

PUBLIC HEARING

2. **Z13-03** Conduct a Public Hearing and consider an amendment to the comprehensive plan and the map thereof by designating approximately 44.08 ± acres of land from Retail (R) to Light Industrial (LI); and, to rezone approximately 11.08 ± acres of land from Light Industrial (LI) to Neighborhood Services (NS) and to rezone an additional 11 ± acres from Neighborhood Services (NS) to Light Industrial (LI), such land being a part of approximately 44.08 ± acre tract of land, described as Lots 1, 2 and 3, Block A, of Smith Elkins Survey, Abstract 430, Page 325, City of Lancaster, Dallas County, Texas and generally known as the Ridge Logistics Center located at the North East corner of Telephone Road and N. Dallas Avenue.

ADJOURNMENT

ACCESSIBILITY STATEMENT

The Municipal Building is wheelchair accessible. If you plan to attend the meeting and have a physical impairment, which requires special arrangements or require sign interpretive services,

please contact the City Secretary's Office 72 hours prior to the meeting at (972) 218-1310 or TDD 1-800-735-2988. Reasonable accommodations will be made to assist your needs.

CERTIFICATE

I hereby certify the above Notice of Meeting was posted at the Lancaster City Hall,

September 20, 2013 @ 5:00 am/pm.

**Surupa Sen, Senior Planner,
Public Works and Development Services**

PLANNING & ZONING COMMISSION

Agenda Communication for
September 24, 2013

#2

Z13-03 Conduct a Public Hearing and Consider a Comprehensive Plan Amendment by designating approximately 44.08 acres of land from Retail (R) to Light Industrial (LI) and to rezone approximately 11.08 acres of land from Light Industrial (LI) to Neighborhood Services (NS) and to rezone an additional 11.08 acres of land from Neighborhood Services (NS) to Light Industrial (LI). The Property is located on the Northeast corner of Telephone Road and North Dallas Avenue. The property is approximately 44.08 acres, described as Lots 1, 2 and 3, Block A, Ridge Logistics Center of Smith Elkins Survey, Abstract 430, Page 325, City of Lancaster, Dallas County, Texas.

Background

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4. **Comprehensive Plan Compatibility:** The Comprehensive Plan Future Land Use map designates this area as Light Industrial (LI) and Retail (R) land use. As the Neighborhood Services and the Light Industrial zoning designations are being reassigned, this proposal will require a Comprehensive Plan amendment to be considered concurrently.
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on Friday, September 6, 2013. Zoning signs were placed on the subject property. One property owner has responded in favor of this application who owns four lots (100, 110, 120, and 3164 E Telephone Road) within the 200' notification area.

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Comprehensive Plan (as such plan may be amended prior to or concurrently with approval of the PD District).”

Potential Impact on Adjacent Development: This property is part of a much larger tract that is currently under construction within the City of Dallas corporate limits. The 44.08 acres under this rezoning request is within City of Lancaster corporate limits and is currently undeveloped. Properties to the north, south and west are undeveloped. Recently 251 acres of land west of this property across Dallas Avenue has been approved for a PD-LI zoning. This property is part of Ridge Logistic Center development and is compatible with the potential Logistics Hub development in Dallas and the proposed Logistic Distribution Center west of this site.

Availability of utilities and access: The subject property is served by City of Lancaster water and sanitary sewer. The applicant is not proposing to connect utility from Lancaster. This proposed development will be served by City of Dallas water-sewer utilities. Only landscape and streetscape improvements proposed along N Dallas Avenue will be connected to Lancaster water utility for irrigation purposes.

Site conditions such as vegetation, topography and flood plain: The subject property is currently undeveloped. Upon construction of this site factors such as vegetation, topography and flood plain issues will be addressed as part of the site plan approval process and more specifically during the civil review before construction. Construction drawings for the two proposed streets Altamore and Balmorhea Drives to serve this site from Dallas Avenue has been reviewed by City of Lancaster. The area described as “50’ Drainage Easement” on the Final Plat for Ridge Logistics Center and as “Reserved Open Space” on Exhibit B – Land Use Plan will be set aside as ±1.4 acres of open space with the intent to preserve the existing stand of native trees within that feature. This portion contains a “Waters of the US” natural water system. The term “Waters of the United States” is defined as it applies to the jurisdictional limits of the authority of the Corps of Engineers under the Clean Water Act. Section 404 of the Clean Water Act and CFR Parts 320-330, prescribes policy, practice, and procedures to be used in determining the extent of jurisdiction of the Corps of Engineers concerning “waters of the United States.” Any permanent or temporary man-made changes to the boundaries of the Waters of the US are evaluated by the US Corps of Engineers based on a nation-wide or an individual 404 permit. This is lengthy and costly process that might take 12 – 18 months depending on the nature of the application. As a result the 1.41 acres and 3.85 acres of NS zoned pieces as proposed might have some development issues.

Timing of Development as it relates to Lancaster’s Capital Improvement Plan: The City of Lancaster Capital Improvement Plan (CIP) does not include any immediate improvement along Telephone Road, and N. Dallas Avenue. However, the applicant has dedicated adequate right-of-way on all adjacent roadways as per City of Lancaster Thoroughfare Plan during the Final Plat approval process.

Quality Development

One of the strategic goals and objectives of the City of Lancaster is to promote Quality Development within the City. The purpose and intent of this Planned Development (PD) District is to reallocate the land use areas within the subject property in a manner that facilitates high quality development while respecting existing natural features, providing vehicular accessibility appropriate to the land uses, and maximizing flexibility for development. In addition to the street trees and landscape buffer to be installed by the applicant as part of the two new roadway

construction, a 20-foot wide open space buffer in the form of a graded berm, swale, or other landscape element shall be constructed between the tree line contemplated in the RLC Landscape Plans (± 25 -feet from the property/right of way line) and the LI-zoned property pavement limits. This additional buffer will not apply to the land zoned Neighborhood Services (NS) as proposed around Balmorhea Drive.

- Applicant is proposing entry feature monument signage in a manner consistent with that presented on Exhibit D – Sign Rendering with a signage square footage not to exceed 150 square feet for two (2) ‘major signs’ at the intersection of Balmorhea and Dallas Avenue, one (1) ‘minor sign’ not to exceed 75 square feet at the intersection of Altamoore and Dallas Avenue, and one (1) ‘minor sign’ not to exceed 75 square feet at the intersection of Telephone Road and Dallas Avenue. Lancaster Sign Ordinance allows one 75 square feet monument sign for a multitenant project and one 50 square feet monument sign for single tenant project. The applicant is requesting for four bigger monument signs for this project. Individual tract developments are anticipated to have monument signage consistent with the Lancaster Sign Ordinance.

Majority of this logistics development is within the City of Dallas. As per the concept plan a portion of Building 5 will be within the City of Lancaster. This particular project site has gone through several prior applications and re-zoning attempts with City of Lancaster. The development is almost completely within City of Dallas and does not provide any immediate tangible economic benefit to the City. There will be no building permit review as none of the proposed buildings (may be a small part of Building 5) will be in Lancaster. No tax benefits will be incurred by the City of Lancaster. This is a situation very similar to the Cedar Valley Community College where only the monument sign identifying the College is within Lancaster. However, that does not discount the positive impact of having a Community College available for Lancaster young population within such close proximity. The Ridge Logistic Center, on the other hand will impact Lancaster roadway network by generating additional commercial traffic resulting from two primary entryways on N Dallas Avenue. The project will result in additional landscaping and buffering along N Dallas Avenue along with four entryway monument signage for Ridge Logistics.

After careful review of the zoning application and previously approved plans and documents associated with this project, staff is of the opinion that this proposed project meets Lancaster Development Code and other applicable ordinances at this stage of development.

Options/Alternatives

- 1) Recommend approval of the comprehensive plan amendment and rezoning request
- 2) Recommend approval of the comprehensive plan amendment and rezoning request with stipulations and state those for the record
- 3) Recommend denial of the comprehensive plan amendment and rezoning request
- 4) Table the comprehensive plan amendment and rezoning request and direct staff

Staff Recommendation

Staff has no recommendation for this application.

Approval Process

Upon recommendation by the Planning and Zoning Commission, the City Council will conduct a public hearing and render a final decision for this item at their October 28, 2013, regular meeting.

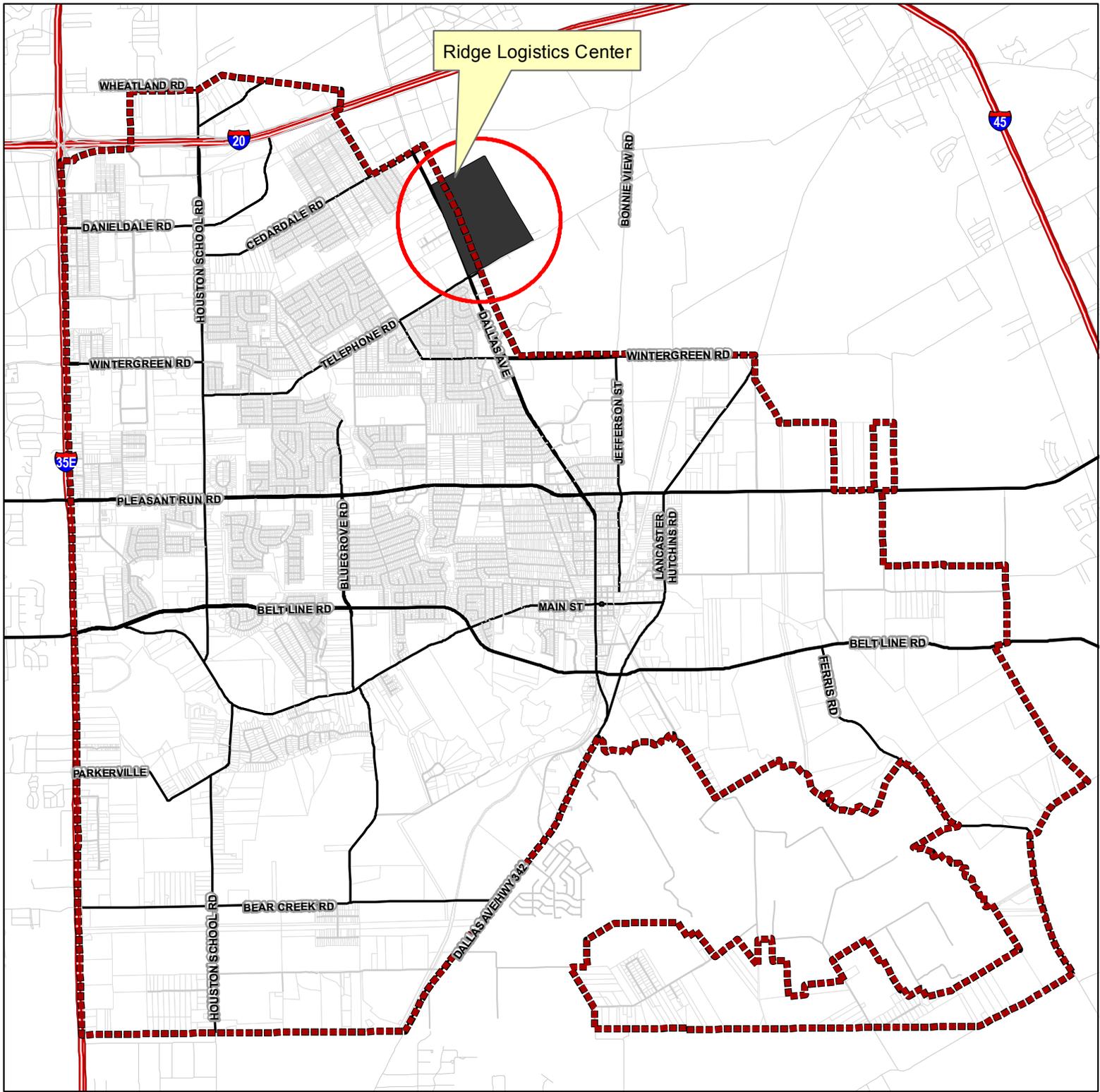
Attachments

- Location Map
- Current Zoning Map
- Requested Zoning Reassignment Map
- Property Owner Notification
- Property Owner Response
- Exhibit A – Draft PD Regulations
- Exhibit B – Proposed Land Use Plan
- Exhibit C – Concept Plan
- Exhibit D - Proposed Signage
- Exhibit E - Excerpted Construction Plan Sheets for Ridge Logistics Center Infrastructure Improvements (Sheets 112-122).

Prepared By and Submitted By:

Surupa Sen
Senior Planner, Public Works and Development Services

Date: September 24, 2013



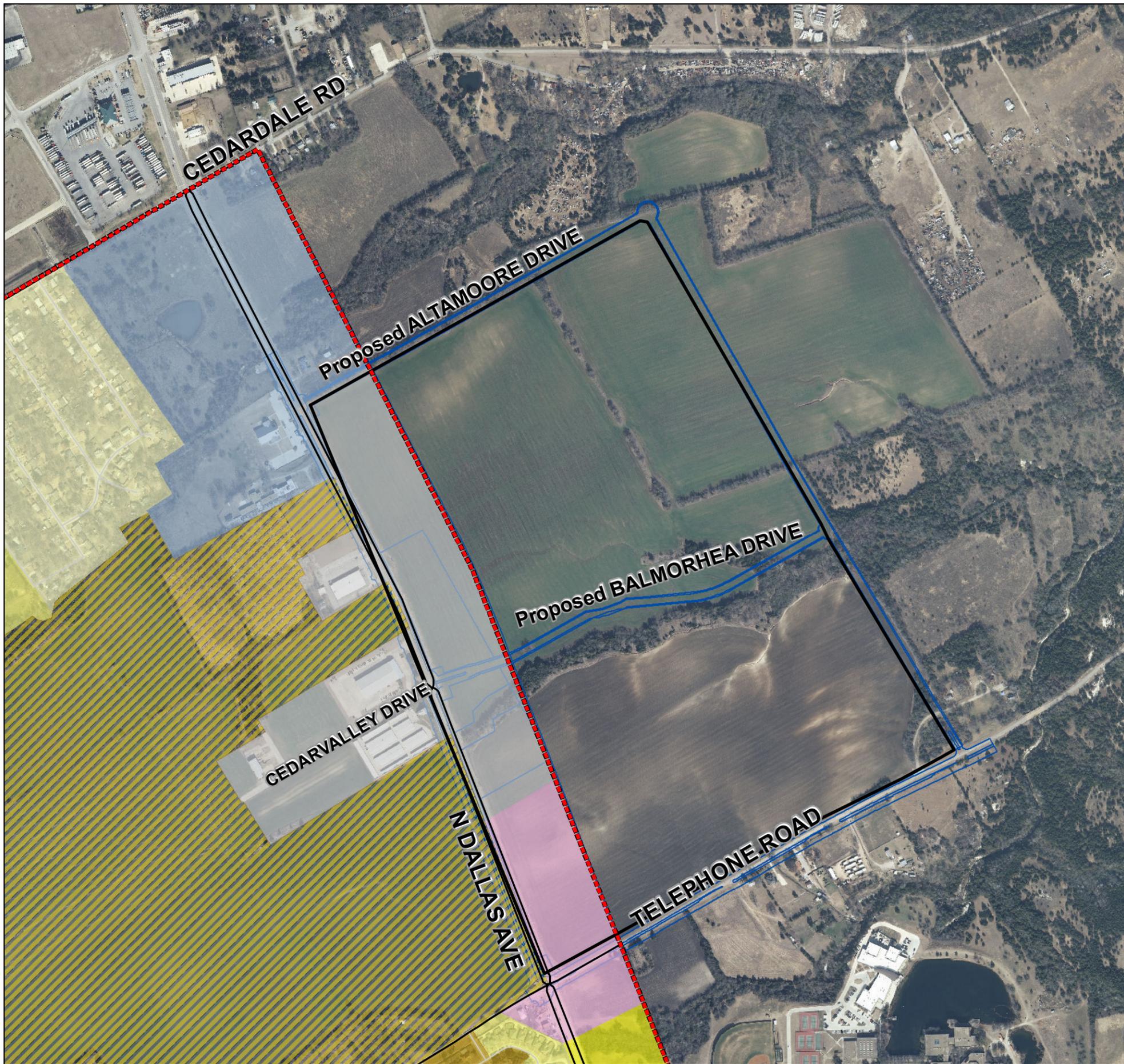
Legend

-  City Limits
-  Ridge Logistics Center
-  Parcels

Location Map
Ridge Logistics Center
NEC of Telephone Rd and N Dallas Ave

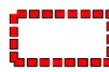
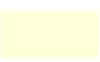
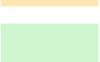
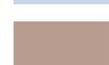
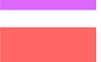
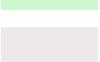


0 0.4 0.8 1.6 Miles

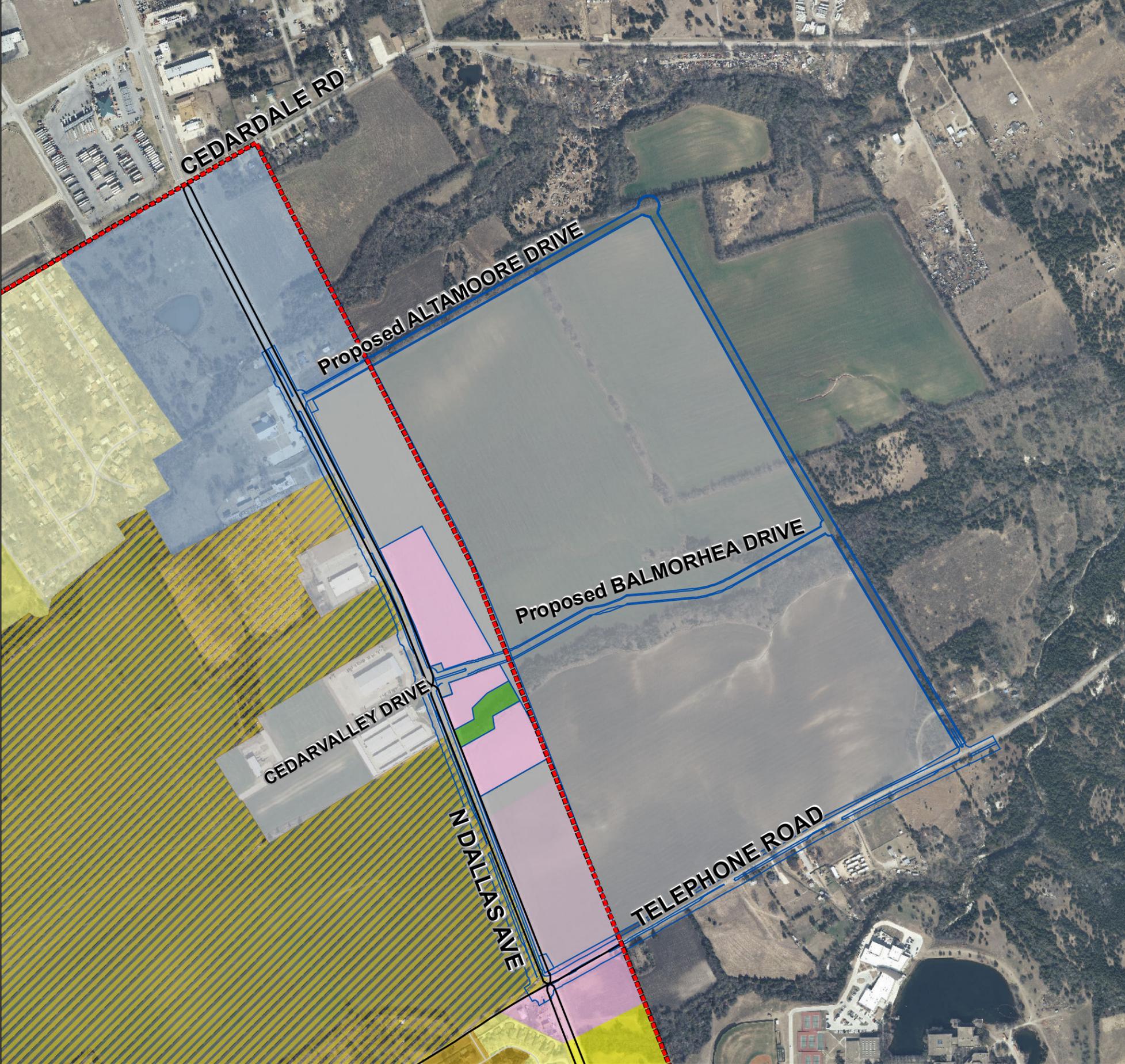


Current Zoning - Ridge Logistics Center at NEC of Telephone Rd and N Dallas Ave

Legend

- | | | |
|--|---|---|
|  City Limits |  LI (Light Industrial) |  SF-4 (Residential Low) |
| Ridge Logistics Center
 |  MI (Medium Industrial) |  SF-5 (Residential Medium) |
| Zoning |  MF-16 (Multi-Family) |  SF-6 (Residential High) |
|  MZ (Multi-Zoning) |  MH (Mobile Home) |  SF-E (Single Family Estate) |
|  2F-6 (2 Family Residential) |  NS (Neighborhood Service) |  TC (Town Center) |
|  A-O (Agricultural Open) |  ORT (Office) |  TH-16 (Town Home) |
|  CH (Commercial Hwy) |  PD (Planned Development) |  TND (Residential) |
|  CS (Commercial Services) |  R (Retail) |  ZL-7 (Zero Lot Line Res) |





Requested Zoning Reassignment within Ridge Logistics Center Planned Development (PD) at NEC of Telephone Rd and N Dallas Ave



0 0.05 0.1 0.2 Miles

Legend

City Limits

Ridge Logistics Center

Requested Zoning Reassignment

- LI
- NS
- Open Space

Zoning

- MZ (Multi-Zonning)
- 2F-6 (2 Family Residential)
- A-O (Agricultural Open)

- | | |
|---------------------------|-----------------------------|
| CH (Commercial Hwy) | R (Retail) |
| CS (Commercial Services) | SF-4 (Residential Low) |
| LI (Light Industrial) | SF-5 (Residential Medium) |
| MI (Medium Industrial) | SF-6 (Residential High) |
| MF-16 (Mulit-Family) | SF-E (Single Family Estate) |
| MH (Mobile Home) | TC (Town Center) |
| NS (Neighborhood Service) | TH-16 (Town Home) |
| ORT (Office) | TND (Residential) |
| PD (Planned Development) | ZL-7 (Zero Lot Line Res) |



EXHIBIT A
PLANNED DEVELOPMENT REGULATIONS

RLC LOGISTICS

Purpose and Intent

The purpose and intent of this Planned Development District is to reallocate the land use areas within the subject property in a manner that facilitates high quality development while respecting existing natural features, providing vehicular accessibility appropriate to the land uses, and maximizing flexibility for development.

Applicability

The Planned Development Regulations shall apply whenever the property owner submits for permit in the form of platting, site plan approval or public infrastructure improvements.

Reallocation of Land Uses and Permitted Uses

The allocation of land uses shall be consistent with those shown on Exhibit B – Land Use Plan. Any use allowed in NS: Neighborhood Services and LI: Light Industrial is permitted within the limits of the areas as detailed on Exhibit B. R: Retail uses are allowed in the NS use areas.

Concept Plan

The detailed elements for consideration in support of this PD are detailed on Exhibit C – Concept Plan. Exhibit C will serve as a guide in City Staff’s review of individual Site Plans supporting development applications.

Development Regulations

Unless described herein, the Development Regulations described in the current Lancaster Development Code (LDC) apply.

Signage Requirements

Entry feature monument signage is allowed in a manner consistent with that presented on Exhibit D – Sign Rendering with a signage square footage not to exceed 150 square feet for two (2) ‘major signs’ at the intersection of Balmorhea and Dallas Avenue, one (1) ‘minor sign’ not to exceed 75 square feet at the intersection of Altamoore and Dallas Avenue, and one (1) ‘minor sign’ not to exceed 75 square feet at the intersection of Telephone Road and Dallas Avenue. Sign square footage tabulations do not include architectural or structural sign elements. Individual tract developments are anticipated to have monument signage consistent with the LDC.

Preservation of Open Space

The area described as “50’ Drainage Easement” on the Final Plat for Ridge Logistics Center and as “Reserved Open Space” on Exhibit B – Land Use Plan will be set aside as ±1.4 acres of open space with the intent to preserve the existing stand of native trees within that feature.

Enhanced Screening along Public Rights of Way

An additional 20-foot wide open space buffer in the form of a graded berm, swale, or other landscape element shall be constructed between the tree line contemplated in the RLC Landscape Plans (±25-feet from the property/right of way line) and the LI-zoned property pavement limits. This additional buffer will not apply to Neighborhood Services use development tracts.

RLC

Lancaster, Texas

TABULATIONS: RIDGE LOGISTICS CENTER OPTION 10

- BLDG 1**
- SITE = 30.23 ACRES
 - BLDG = 622,440 SQ. FT.
 - CAR PARKING = 280
 - TRAILER PARKING = 144
 - 60' SPEED BAY TYP.
 - 52'-0" x 50'-0" TYP. BAY
 - 9'-0" x 10'-0" DOCK DOORS = 124
 - 12'-0" x 14'-0" RAMP UP DOORS = 4

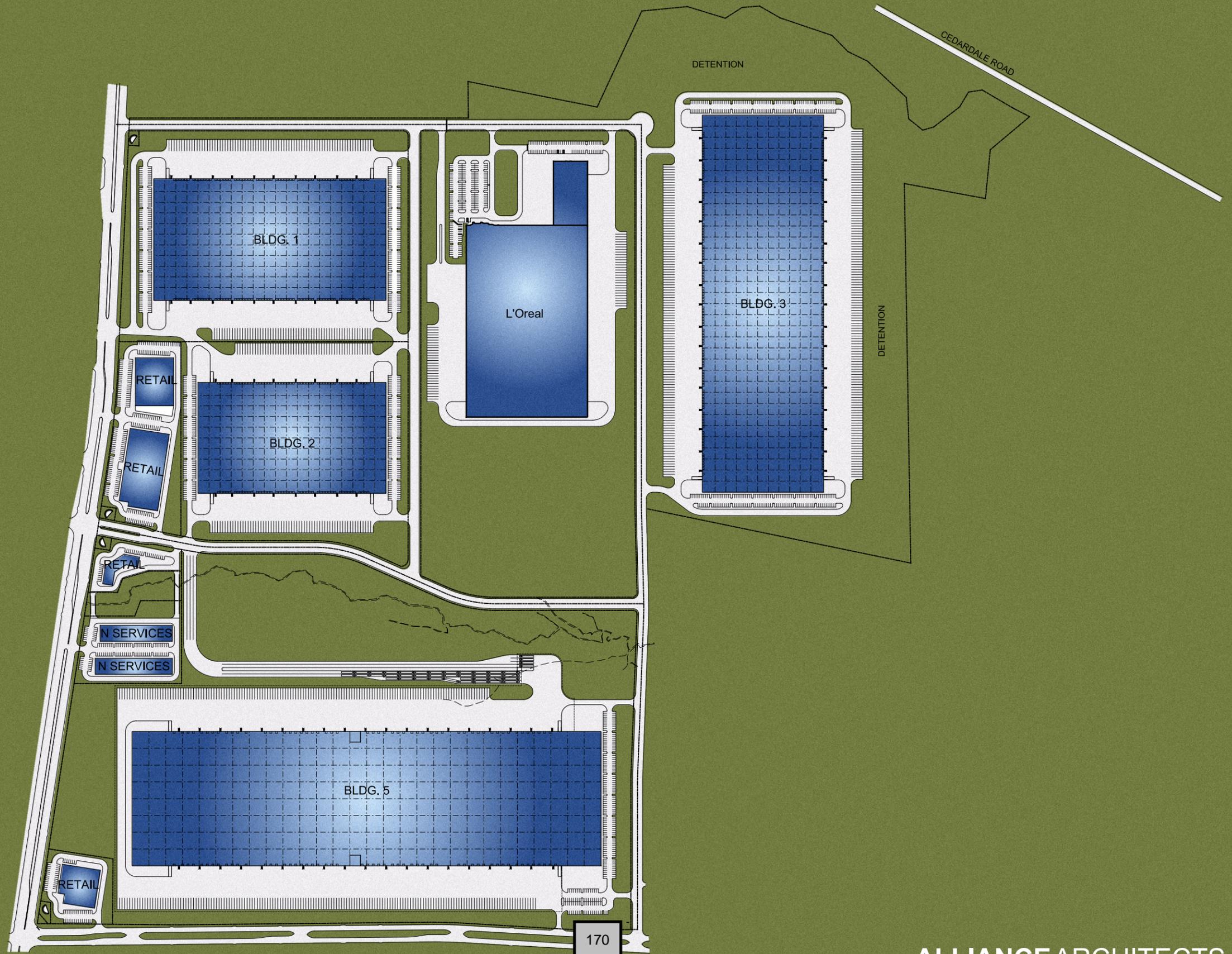
- BLDG 2**
- SITE = 24.02 ACRES
 - BLDG = 459,680 SQ. FT.
 - CAR PARKING = 240
 - TRAILER PARKING = 118
 - 52'-0" x 50'-0" TYP. BAY
 - 9'-0" x 10'-0" DOCK DOORS = 96
 - 12'-0" x 14'-0" RAMP UP DOORS = 4

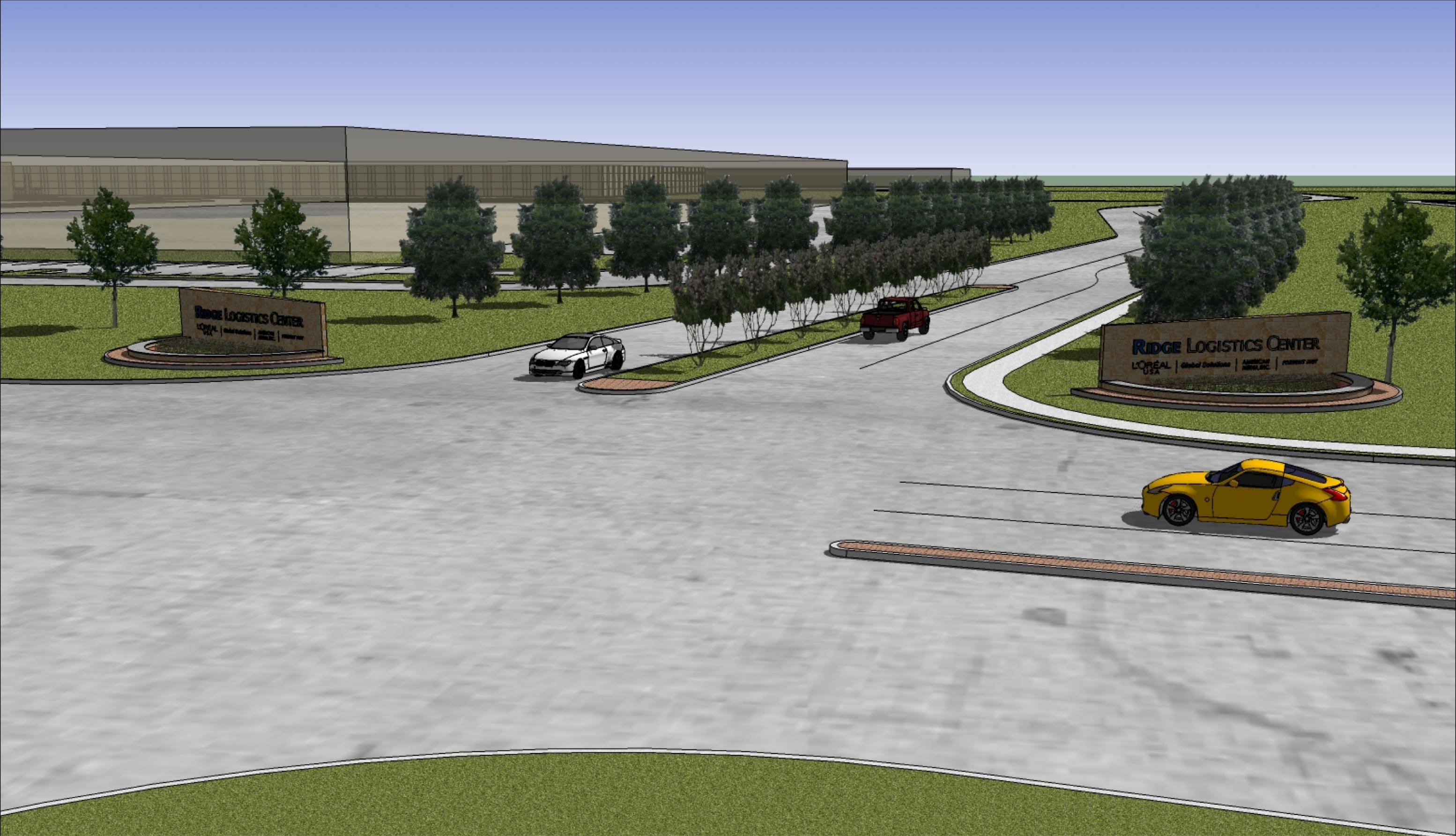
- BLDG 3**
- SITE = 73.45 ACRES
 - BLDG = 622,440 SQ. FT.
 - CAR PARKING = 280
 - TRAILER PARKING = 154
 - 60' SPEED BAY TYP.
 - 52'-0" x 50'-0" TYP. BAY
 - 9'-0" x 10'-0" DOCK DOORS = 65
 - 12'-0" x 14'-0" RAMP UP DOORS = 2

- BLDG 4 - L'Oreal (Existing)**
- SITE = 50.31 ACRES

- BLDG 5**
- SITE = 97.63 ACRES
 - BUILDING = 1,389,150 SQ. FT.
 - 36'-0" CLEAR HEIGHT
 - 109 (9 x 10) DOCK DOORS
 - 4 (12 x 16) RAMP UP DOORS
 - CAR PARKING PROVIDED = 232
 - TRAILER PARKING PROVIDED = 310

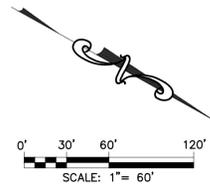
- RETAIL**
- SITE = 14.24 ACRES





RLC

Lancaster, Texas

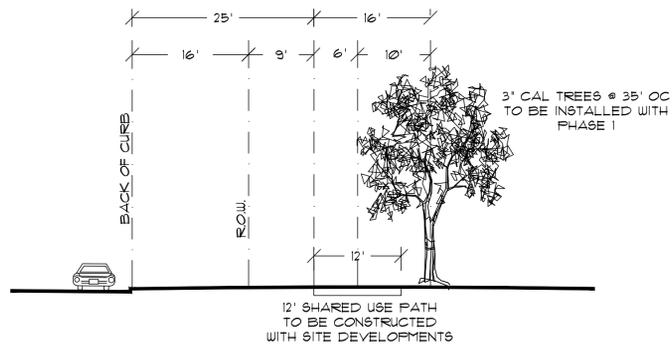


DFL Group, LLC

PARKS + OPEN SPACE PLANNING • LANDSCAPE ARCHITECTURE
82338 MD CITIES BLVD, NORTH RICHLAND HILLS, TX 76180 817-478-0700



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SECTION A-A, 1"=10'

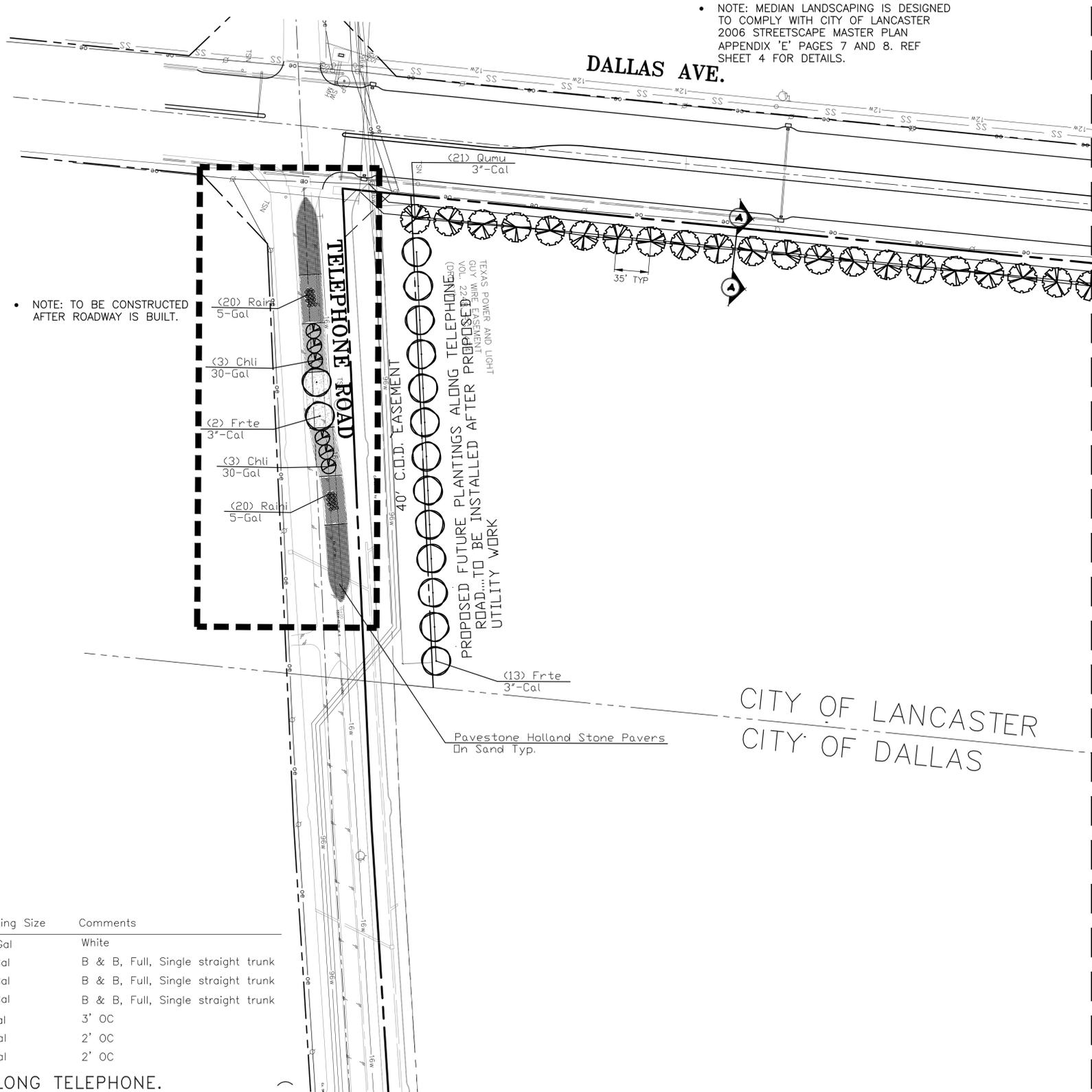
PLANT LIST

Symbol	Quantity	Code Name	Common Name	Scientific Name	Planting Size	Comments
	14	Chli	Desert willow	Chilopsis linearis	30-Gal	White
	24	Ulpa	Lacebark elm	Ulmus parvifolia	3"-Cal	B & B, Full, Single straight trunk
	28	Frte	Texas ash	Fraxinus texensis	3"-Cal	B & B, Full, Single straight trunk
	98	Qumu	Chinquapin oak	Quercus muhlenbergii	3"-Cal	B & B, Full, Single straight trunk
	40	Rhinc	Rhamnus alata 'Clara'	Indian hawthorn 'Clara'	5-Gal	3' OC
	610	Sagr	Greggs salvia	Salvia greggii	1-Gal	2' OC
	1055	Stte	Mexican feathergrass	Stipa tenuissima	1-Gal	2' OC

NOTE: COUNT INCLUDES FUTURE PHASE ALONG TELEPHONE.

NOTE: TO BE CONSTRUCTED AFTER ROADWAY IS BUILT.

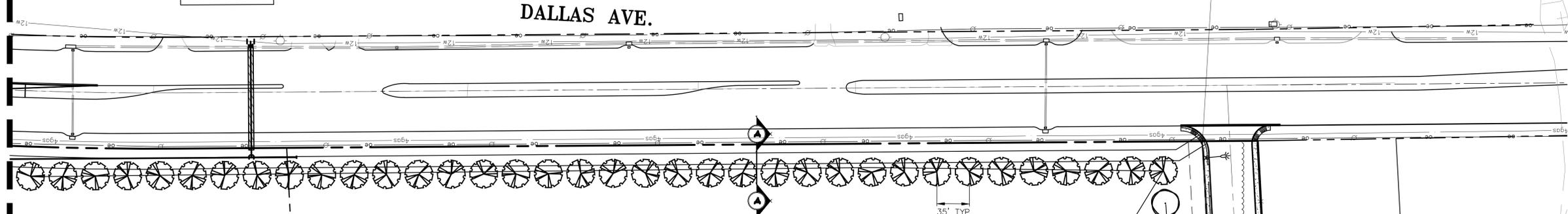
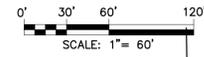
NOTE: MEDIAN LANDSCAPING IS DESIGNED TO COMPLY WITH CITY OF LANCASTER 2006 STREETSCAPE MASTER PLAN APPENDIX 'E' PAGES 7 AND 8. REF SHEET 4 FOR DETAILS.



MATCH LINE SHEET 2

<p>Winkelman & Associates, Inc. CONSULTING CIVIL ENGINEERS • SURVEYORS 6700 HILGREST PLAZA DRIVE, SUITE 320 DALLAS, TEXAS 75206 Texas Engineers Registration No. 89 Texas Surveyors Registration No. 00866-00 Copyright © 2012, Winkelman & Associates, Inc.</p>		<p>REVISION</p> <table border="1"> <tr><th>No.</th><th>DATE</th><th>APPROV.</th></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </table>	No.	DATE	APPROV.									
No.	DATE	APPROV.												
<p>LANDSCAPE PLAN 1 CITY OF LANCASTER RIDGE LOGISTICS CENTER DALLAS & LANCASTER, TEXAS</p>		<p>GEORGE FLOYD SURVEY, ABSTRACT NO. 463 SMITH ELKINS SURVEY, ABSTRACT NO. 430 CITY OF DALLAS, DALLAS COUNTY, TEXAS</p> <p>RIDGE PROPERTY TRUST 5800 CAMPUS CIRCLE DRIVE, SUITE 200A IRVING, TEXAS 75063</p>												
<p>Scale: 1" = 60' Date: JUNE 19, 2012 File: 52101-LAN 02-15-13.DWG Project No.: 52101.01(10)</p>		<p>SHEET 1 OF 11</p>												

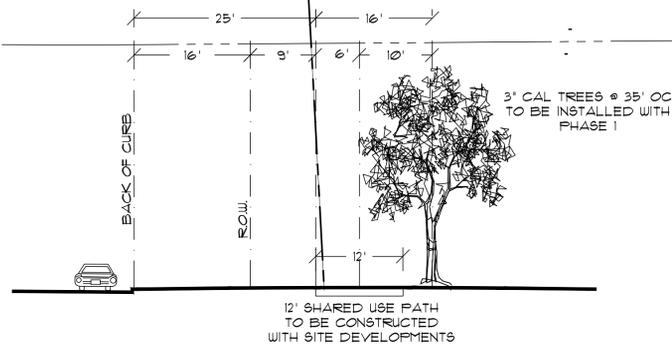
MATCH LINE SHEET 2



PLANT LIST

Symbol	Quantity	Code Name	Common Name	Scientific Name	Planting Size	Comments
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	98	Qumu	Chinquapin oak	Quercus muhlenbergii	3"-Cal	B & B, Full, Single straight trunk
	40	Rhincl	Rhapiolepis indica 'Clara'	Indian hawthorn 'Clara'	5-Gal	3' OC
	610	Sagr	Greggs salvia	Salvia gregii	1-Gal	2' OC
	1055	Stte	Mexican feathergrass	Stipa tenuissima	1-Gal	2' OC

NOTE: COUNT INCLUDES FUTURE PHASE ALONG TELEPHONE.



SECTION A-A, 1"=10'

CITY OF LANCASTER
CITY OF DALLAS

(36) Qumu
3"-Cal

(13) Frte
3"-Cal

ALTAMORE DRIVE

Typical City of Dallas
Standard Street Light

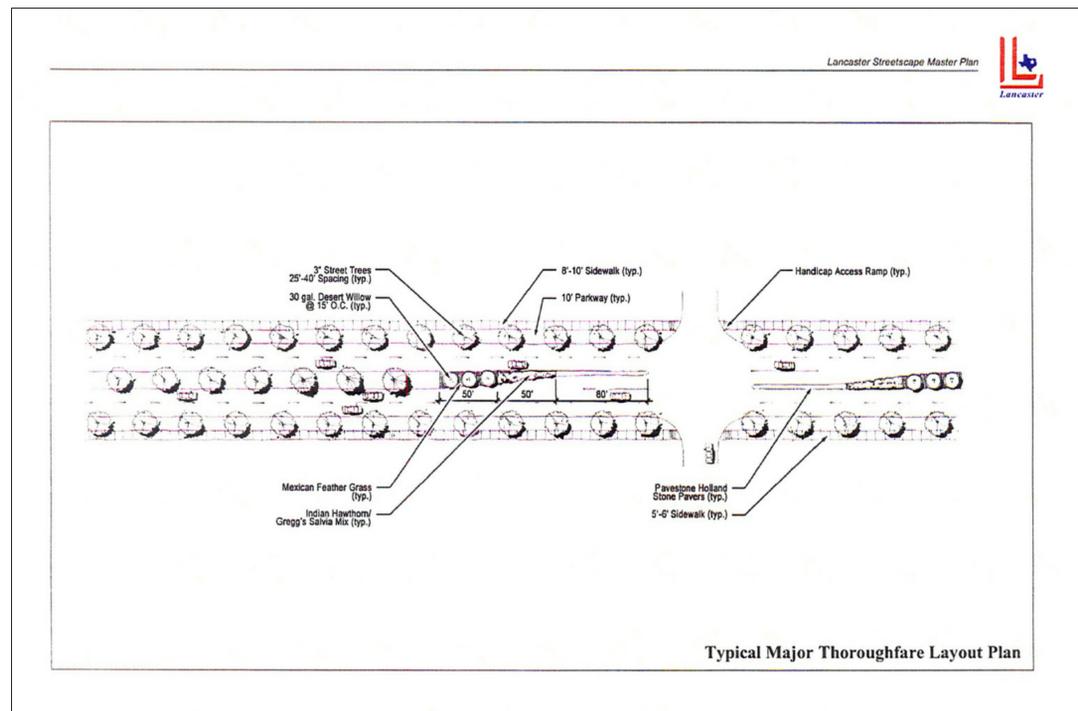
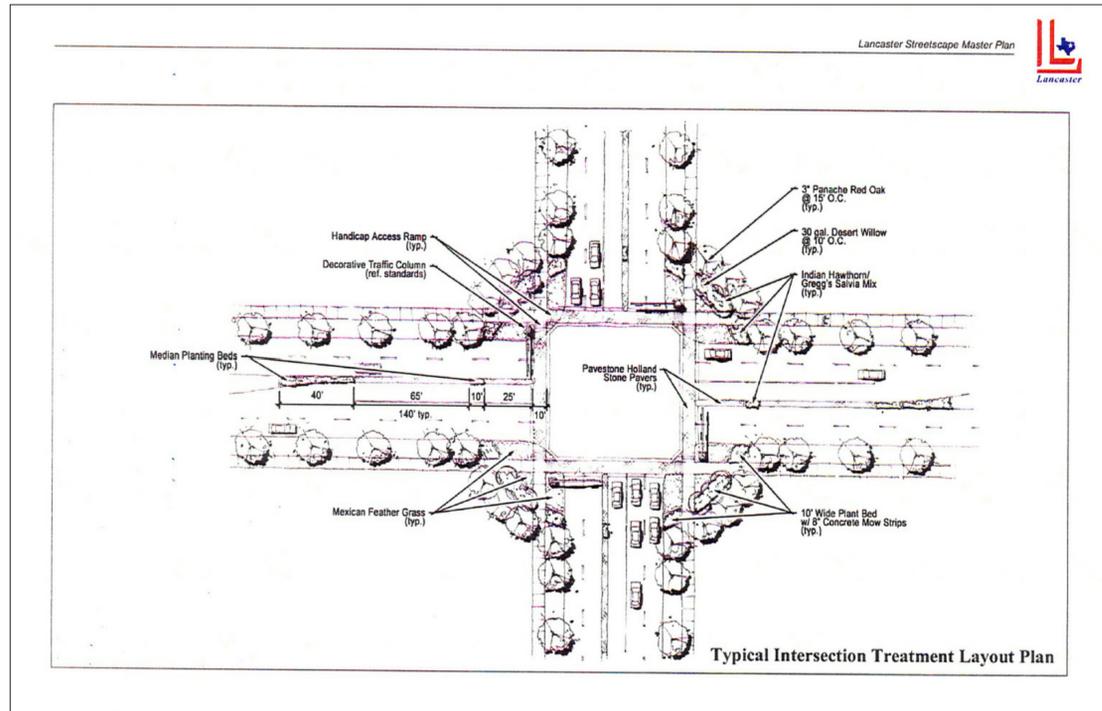
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Vol. 93



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 Winkelman & Associates, Inc. CONSULTING CIVIL ENGINEERS • SURVEYORS 6700 HILLCREST PLAZA DRIVE, SUITE 320 IRVING, TEXAS 75014 Texas Surveyors Registration No. 89 Texas Engineers Registration No. 100866-01 Contract No. 2012-11-00000001-01		REVISION No. DATE APPROV.
LANDSCAPE PLAN 3 CITY OF LANCASTER RIDGE LOGISTICS CENTER DALLAS & LANCASTER, TEXAS		GEORGE FLOYD SURVEY, ABSTRACT NO. 463 SMITH ELKINS SURVEY, ABSTRACT NO. 430 CITY OF DALLAS, DALLAS COUNTY, TEXAS RIDGE PROPERTY TRUST 5800 CAMPUS CIRCLE DRIVE, SUITE 200A IRVING, TEXAS 75063
Scale: 1" = 60' Date: JUNE 19, 2012 File: 52101-LAN 02-15-13.DWG Project No.: 52101.01(10)	SHEET 3 OF 11	

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No.	DATE	REVISION	APPROV.

Winkelmann & Associates, Inc.
 CONSULTING CIVIL ENGINEERS • SURVEYORS
 6700 HALBERT PLAZA DRIVE, SUITE 302
 DALLAS, TEXAS 75230
 Texas Surveyor's Registration No. 100866-00
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 SMITH ELKINS SURVEY, ABSTRACT NO. 430
 CITY OF DALLAS, DALLAS COUNTY, TEXAS

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

LANDSCAPE PLAN 4
 CITY OF LANCASTER
 RIDGE LOGISTICS CENTER
 DALLAS & LANCASTER, TEXAS

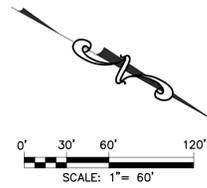
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 File: 52101-LAND.DWG
 Project No.: 52101.01(10)

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SHEET
4
OF
11



IRRIGATION NOTES:

1. IRRIGATION LINES ARE SOMETIMES SHOWN OUTSIDE PLANTING BEDS FOR GRAPHIC CLARITY ONLY. ADJUST INSIDE BEDS ON SITE.
2. AVOID TRENCHING WITHIN DRIP LINE OF EXISTING TREES. WHERE NECESSARY, TRENCH RADIALLY, RATHER THAN ACROSS THE ROOT SYSTEM.
3. MAIN LINE TO BE 2" WITH CHECK VALVES.
4. ALL SLEEVES UNDER PAVING TO EXTEND 12" PAST EDGE OF PAVING. COORDINATE WORK WITH GENERAL AND PAVING SUBCONTRACTOR.
5. ALL HEADS TO BE 4" POPS IN LAWNS. ALL HEADS WITH CHECK VALVES.
6. COORDINATE SLEEVE SIZE AND LOCATION FOR FREEZE SENSOR, RAIN GAUGE AND CONTROLLER WITH GENERAL CONTRACTOR. SEAL ALL BUILDING PENETRATIONS WATER TIGHT.
7. SEE DETAIL SHEET FOLLOWING FOR IRRIGATION DETAILS.
8. PRESSURE ESTIMATED AT 55 PSI; MINIMUM 50 GPM AS PROVIDED BY CITY. VERIFY ON SITE AND REPORT TO LANDSCAPE ARCHITECT PRIOR TO BEGINNING ANY WORK.
9. CONTRACTOR RESPONSIBLE FOR LOCATION OF ALL UTILITIES INCLUDING BUT NOT LIMITED TO TELEPHONE, TELECOM, ELECTRIC, GAS, WATER, AND SEWER. ANY DAMAGE TO UTILITIES TO BE REPAIRED BY CONTRACTOR AT NO COST TO OWNER. REFER TO SITE/UTILITY PLANS.
10. LOCATION/HEIGHT TO AVOID DIRECT SPRAY OF IRRIGATION HEADS.
11. VERIFY 100% COVERAGE OF SYSTEM OVER ALL PLANTING & LAWN AREAS AS SHOWN ON DRAWINGS.
12. IF PEDESTAL MOUNTED CONTROLLER IS SPECIFIED, MOUNT ON 4'X3'X3" CONCRETE SLAB WITH (4) #4'S EACH WAY. SLEEVE THROUGH SLAB FOR CONTROLLER WIRING AS REQUIRED.
13. UNLESS NOTED OTHERWISE, THERE ARE NO EXISTING SLEEVES. IRRIGATION CONTRACTOR TO SIZE AND COORDINATE SLEEVE INSTALLATION AS NEEDED IN ALL LOCATIONS UNDER PAVEMENT.
14. QUANTITIES ARE PROVIDED AS A COURTESY AND ARE NOT INTENDED FOR BID PURPOSES. CONTRACTOR TO VERIFY ALL QUANTITIES PRIOR TO BIDDING.
15. IF DOUBLE CHECK IS PROHIBITED BY LOCAL CODE/ORDINANCE, SUBSTITUTE WITH APPROVED BACKFLOW PREVENTION DEVICE.
16. ALL WORK IN ACCORDANCE WITH LOCAL, STATE, & NATIONAL CODES & ORDINANCES.
17. CONTRACTOR TO SIZE CONTROL SIZE WIRE AS NECESSARY, HOWEVER, MINIMUM SIZE TO BE 14 GAUGE PER NATIONAL ELECTRICAL CODE. ALL SPLICES WITH APPROVED MANUFACTURED CONNECTOR IN VALVE BOX.
18. DO NOT LOCATE VALVE BOXES IN SWALES, LIDW AREAS, OR ANY OTHER LOCATIONS THAT MAY COLLECT WATER.
19. CONTROLLER TO BE WIRED ON DEDICATED 110 VOLT CIRCUIT AND GROUNDED W/ "GROUNDING SPIKE" PER MANUFACTURER'S INSTRUCTIONS.
20. ADJUST HEADS TO AVOID OVERSPRAY ONTO STREETS AND ROADWAYS.
21. INCLUDE ONE SPARE WIRE FROM CONTROLLER TO EACH CONTROL VALVE. EACH WIRE TO BE VARYING COLOR.
22. CONTRACTOR IS RESPONSIBLE FOR ADJUSTING FLOW CONTROL AND/OR PRESSURE REGULATOR AT EACH CONTROL VALVE AS NECESSARY TO MAKE SYSTEM OPERATE AS INTENDED.

**HYDRAULIC CALCULATIONS
SPRAY ZONE A6**

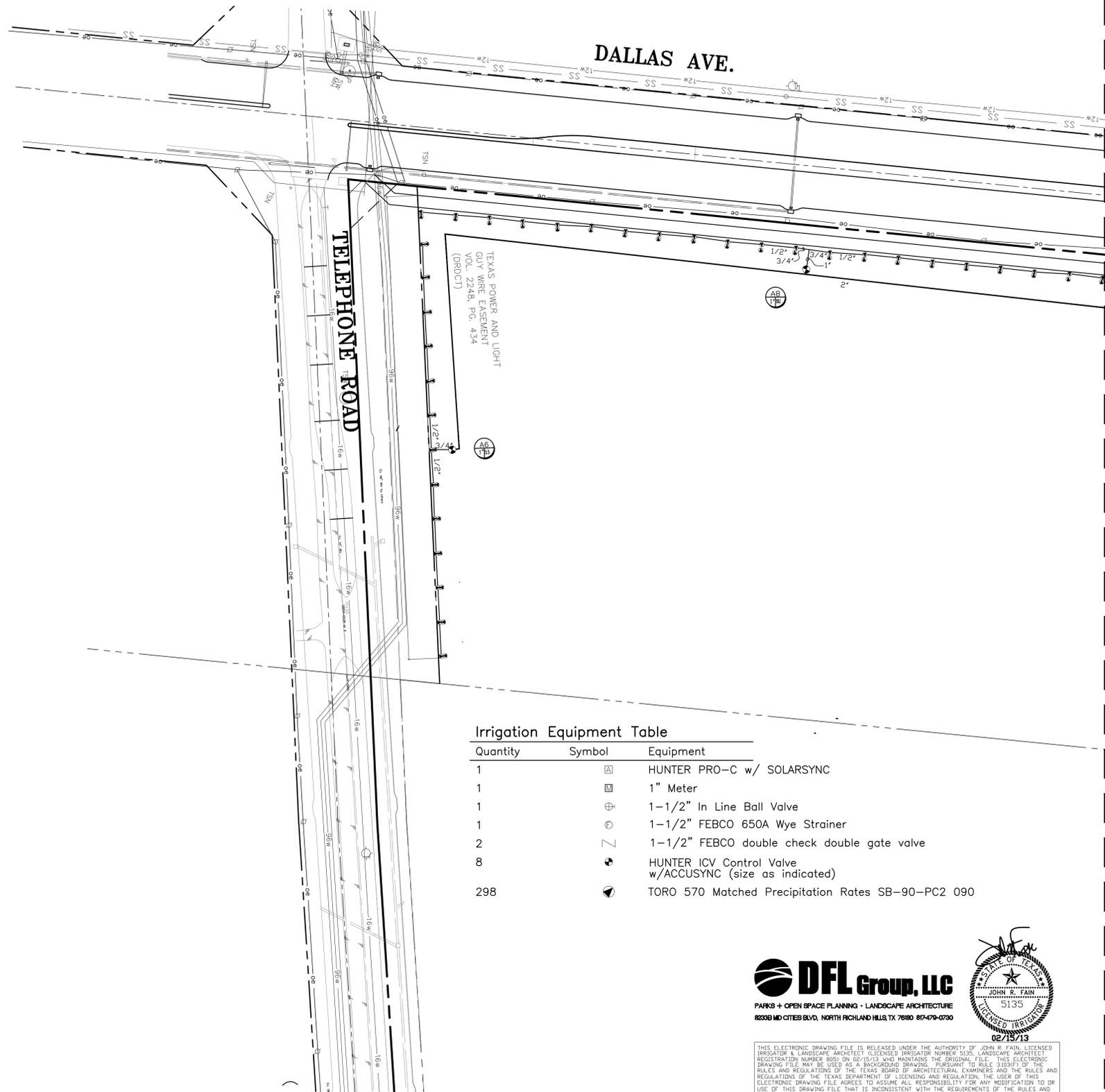
- AVAILABLE PRESSURE 55 PSI (ESTIMATED)
11.3 GALLONS PER MINUTE
- 1" METER - 0.9 PSI
 - 1-1/2" DCVA - 5.5 PSI
 - 1-1/2" WYE - 0.1 PSI
 - 2" MAIN LINE LOSS (2163') - 2.2 PSI
 - ELECTRIC CONTROL VALVE - 1.5 PSI
 - IN-LINE BALL VALVE - 0.5 PSI
 - ZONE LOSS - 7.8
 - ELEVATION CHANGE - 2.6 PSI
 - FITTING ESTIMATE - 2.1 PSI
 - OPERATING PRESSURE - 31.8 PSI

CAUTION!!!

UNDERGROUND UTILITIES ARE LOCATED IN THIS AREA. 48 HOURS PRIOR TO ANY CONSTRUCTION ACTIVITIES, CONTACT LINE LOCATES FOR FRANCHISE UTILITY INFO. CALL BEFORE YOU DIG.
OKLAHOMA ONE-CALL SYSTEM
1-800-522-OKIE
1-800-522-8543 OR 811
WAIT THE REQUIRED TIME FOR MARKING DIG WITH CARE



BEFORE YOU DIG...



Irrigation Equipment Table

Quantity	Symbol	Equipment
1	⊠	HUNTER PRO-C w/ SOLARSYNC
1	⊞	1" Meter
1	⊕	1-1/2" In Line Ball Valve
1	⊗	1-1/2" FEBCO 650A Wye Strainer
2	⌌	1-1/2" FEBCO double check double gate valve
8	⊙	HUNTER ICV Control Valve w/ACCUSYNC (size as indicated)
298	⦿	TORO 570 Matched Precipitation Rates SB-90-PC2 900



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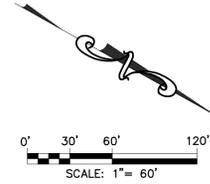
MATCH LINE SHEET 5

No.	DATE	REVISION	APPROV.	Winkelman & Associates, Inc. CONSULTING CIVIL ENGINEERS • SURVEYORS 6700 HILGREST PLAZA DRIVE, SUITE 320 IRVING, TEXAS 75014 (972) 460-7000 (972) 460-7009 FAX CONSTRUCTION: 2012, Winkelman & Associates, Inc.	
GEORGE FLOYD SURVEY, ABSTRACT NO. 463 SMITH ELKINS SURVEY, ABSTRACT NO. 430 CITY OF DALLAS, DALLAS COUNTY, TEXAS			RIDGE PROPERTY TRUST 5800 CAMPUS CIRCLE DRIVE, SUITE 200A IRVING, TEXAS 75063		
IRRIGATION PLAN 1 CITY OF LANCASTER RIDGE LOGISTICS CENTER DALLAS & LANCASTER, TEXAS					
Scale: 1" = 60'		Date: JUNE 19, 2012		File: 52101-LAN 02-15-13.DWG	
				Project No.: 52101.01(10)	
SHEET 5 OF 11					

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MATCH LINE SHEET 4

MATCH LINE SHEET 6



- NOTE: FOR ALL DRIP CIRCUITS USE
- HUNTER PROFESSIONAL LANDSCAPE DRIPLINE PLD-04-18 (18" O.C.)
 - STAPLES EVERY 5'
 - CONTROL ZONE KIT ICZ-101-40
 - PLDBV FLUSH VALVE LOCATED IN 6" BOX

NOTE: 3/4" PVC UNDER PAVING ON ALL DRIP CIRCUITS. DO NOT RUN EMITTER TUBING UNDER PAVING, WALLS, ETC.

MEDIAN ON BALMORHEA AND PLANTING BEDS AT SIGNS SHALL RECEIVE DRIP IRRIGATION. REFER TO DETAILS.

MEDIAN ON BALMORHEA AND PLANTING BEDS AT SIGNS SHALL RECEIVE DRIP IRRIGATION. REFER TO DETAILS SHEET 9.

DALLAS AVE.

BALMORHEA DRIVE

CITY OF LANCASTER
CITY OF DALLAS



THIS ELECTRONIC DRAWING FILE IS RELEASED UNDER THE AUTHORITY OF JOHN R. FAIN, LICENSED IRRIGATOR & LANDSCAPE ARCHITECT (LICENSED IRRIGATOR NUMBER 5135, LANDSCAPE ARCHITECT REGISTRATION NUMBER 805) ON 02/15/13 WHO MAINTAINS THE ORIGINAL FILE. THIS ELECTRONIC DRAWING FILE MAY BE USED AS A BACKGROUND DRAWING PURSUANT TO RULE 3100.7 OF THE RULES AND REGULATIONS OF THE TEXAS BOARD OF ARCHITECTURAL EXAMINERS AND THE RULES AND REGULATIONS OF THE TEXAS DEPARTMENT OF LICENSING AND REGULATION. THE USER OF THIS ELECTRONIC DRAWING FILE AGREES TO ASSUME ALL RESPONSIBILITY FOR ANY MODIFICATION TO OR USE OF THIS DRAWING FILE THAT IS INCONSISTENT WITH THE REQUIREMENTS OF THE RULES AND REGULATIONS OF THE TEXAS BOARD OF ARCHITECTURAL EXAMINERS AND THE TEXAS DEPARTMENT OF LICENSING AND REGULATION. NO PERSON MAY MAKE MODIFICATIONS TO THIS ELECTRONIC DRAWING FILE WITHOUT THE IRRIGATOR/LANDSCAPE ARCHITECT'S EXPRESS WRITTEN PERMISSION.

No.	DATE	REVISION	APPROV.

GEORGE FLOYD SURVEY, ABSTRACT NO. 463
SMITH ELKINS SURVEY, ABSTRACT NO. 430
CITY OF DALLAS, DALLAS COUNTY, TEXAS

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

IRRIGATION PLAN 2
CITY OF LANCASTER
RIDGE LOGISTICS CENTER
DALLAS & LANCASTER, TEXAS

Scale: 1" = 60'
Date: JUNE 19, 2012
File: 52101-LAN_02-15-13.DWG
Project No.: 52101.01(10)

SHEET
6
OF
11

Winkelmann & Associates, Inc.
CONSULTING CIVIL ENGINEERS • SURVEYORS
6700 HILGREST PLAZA DRIVE, SUITE 322
IRVING, TEXAS 75014
Texas Engineers Registration No. 89
Texas Surveyors Registration No. 008666-00
Contract: 12-2012, Winkelmann & Associates, Inc.

G:\2011\ENGINEERING\Construction Plans\52101-LAN_02-15-13.dwg

MATCH LINE SHEET 5

0' 30' 60' 120'
SCALE: 1" = 60'

DALLAS AVE.

ALTA MOORE DRIVE

Lone Sto
Vol. 93

DFL Group, LLC
PARKS + OPEN SPACE PLANNING • LANDSCAPE ARCHITECTURE
82338 MD CITIES BLVD, NORTH RICHLAND HILLS, TX 76180 817-479-0730



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No.	DATE	REVISION	APPROV.

GEORGE FLOYD SURVEY, ABSTRACT NO. 463
SMITH ELKINS SURVEY, ABSTRACT NO. 430
CITY OF DALLAS, DALLAS COUNTY, TEXAS

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

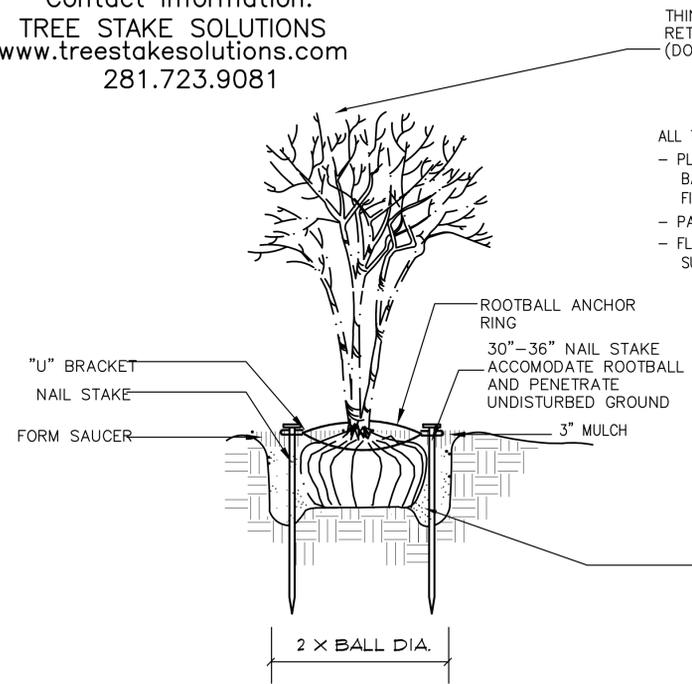
IRRIGATION PLAN 3
CITY OF LANCASTER
RIDGE LOGISTICS CENTER
DALLAS & LANCASTER, TEXAS

Scale: 1" = 60'
Date: JUNE 19, 2012
File: 52101-LAN_02-15-13.DWG
Project No.: 52101.01(10)

SHEET
7
OF
11

Winkelmann & Associates, Inc.
CONSULTING CIVIL ENGINEERS • SURVEYORS
6750 HILLCREST PLAZA DRIVE, SUITE 322
IRVING, TEXAS 75014
Texas Engineers Registration No. 89
Professional Seal No. 00866-01
Contract No. 2012-00000001-01

Contact Information:
TREE STAKE SOLUTIONS
 www.treestakesolutions.com
 281.723.9081

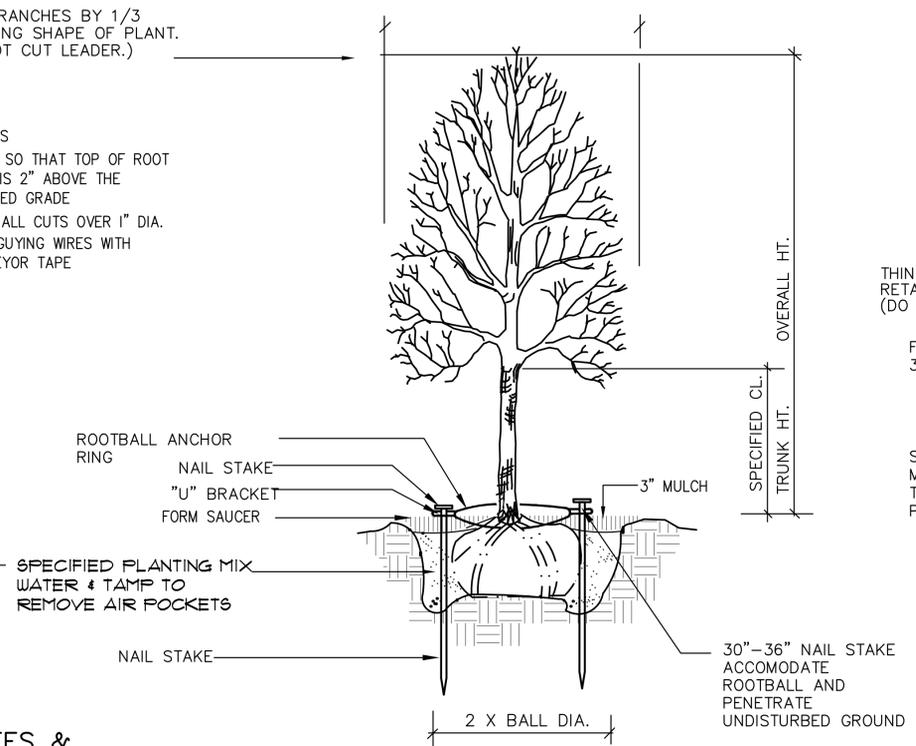


STAKING FOR MULTI-TRUNK TREES & TREES 2" CAL. & UNDER

SCALE: NOT TO SCALE

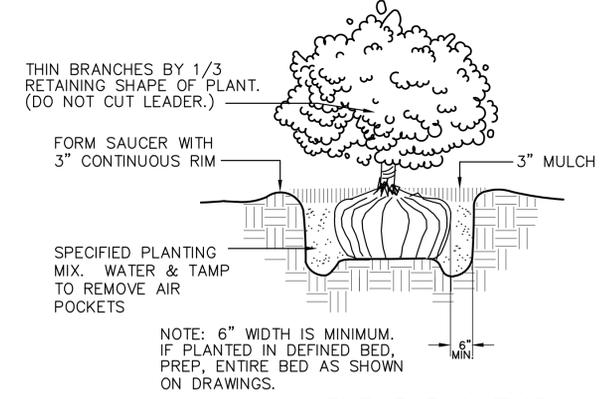
THIN BRANCHES BY 1/3
 RETAINING SHAPE OF PLANT.
 (DO NOT CUT LEADER.)

ALL TREES
 - PLANT SO THAT TOP OF ROOT BALL IS 2" ABOVE THE FINISHED GRADE
 - PAINT ALL CUTS OVER 1" DIA.
 - FLAG GUYING WIRES WITH SURVEYOR TAPE



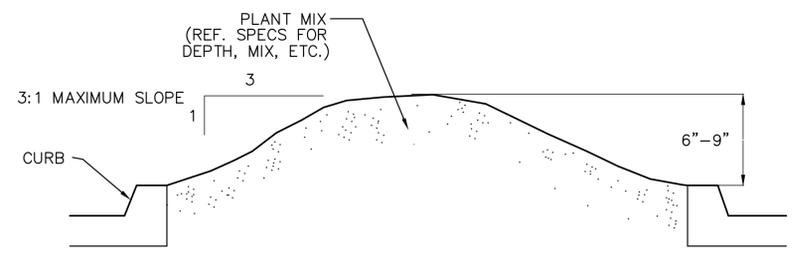
SAFETY STAKE BY TREE STAKE SOLUTIONS

SCALE: NOT TO SCALE



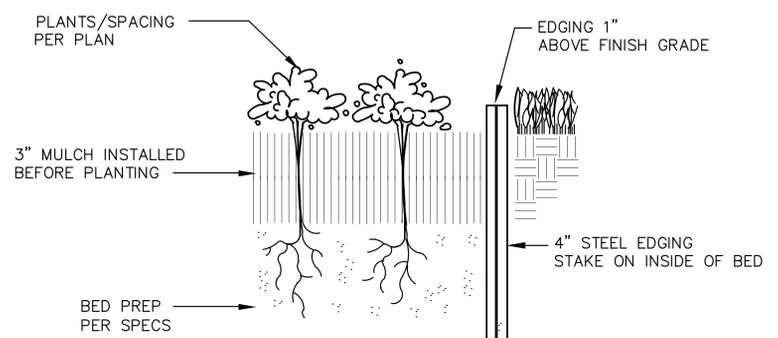
SHRUB PLANTING

SCALE: NOT TO SCALE



TYPICAL MEDIAN ISLAND MOUNDING

SCALE: NOT TO SCALE



BEDDING PLANTS/ EDGING DETAIL

SCALE: NOT TO SCALE



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NO.	DATE	REVISION	APPROV.

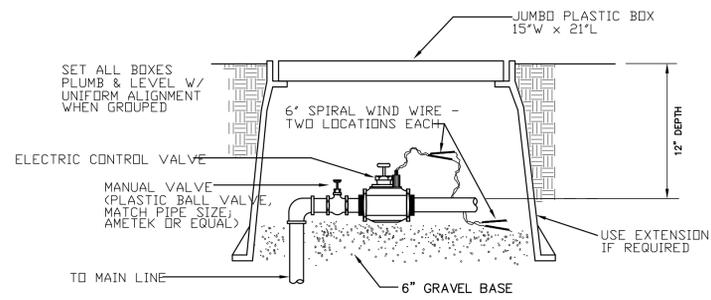
Winkelmann & Associates, Inc.
 CONSULTING CIVIL ENGINEERS SURVEYORS
 6720 HILGREST PLAZA DRIVE, SUITE 322
 IRVING, TEXAS 75063
 Phone: (972) 460-1000
 Texas Surveyors Registration No. 008666-00
 Contract: 12-2012-1100000001 & Addendum, Inc.

GEORGE FLOYD SURVEY, ABSTRACT NO. 463
 SMITH ELKINS SURVEY, ABSTRACT NO. 430
 CITY OF DALLAS, DALLAS COUNTY, TEXAS
 RIDGE PROPERTY TRUST
 5800 CAMPUS CIRCLE DRIVE, SUITE 200A
 IRVING, TEXAS 75063

PLANTING DETAILS
 CITY OF LANCASTER
 RIDGE LOGISTICS CENTER
 DALLAS & LANCASTER, TEXAS

Scale: 1" = 60'
 Date: JUNE 19, 2012
 File: 52101-LAN 02-15-13.DWG
 Project No.: 52101.01(10)

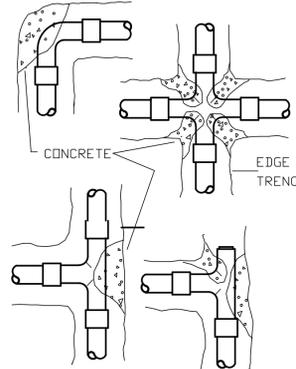
SHEET
8
OF
11



ELECTRIC CONTROL VALVE

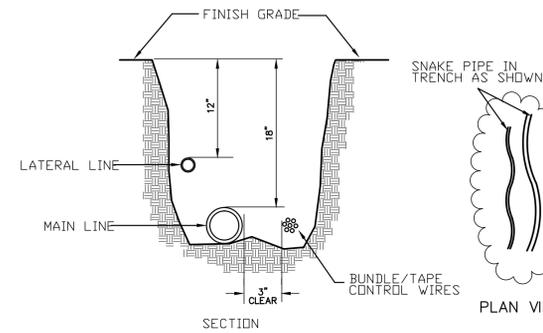
SCALE: NOT TO SCALE

NOTE: - THRUST BLOCKS ON MAIN LINE - ALL SIZES;
- AND LATERALS 2" & LARGER
- MINIMUM BLOCK SIZE 8"X8"X8"



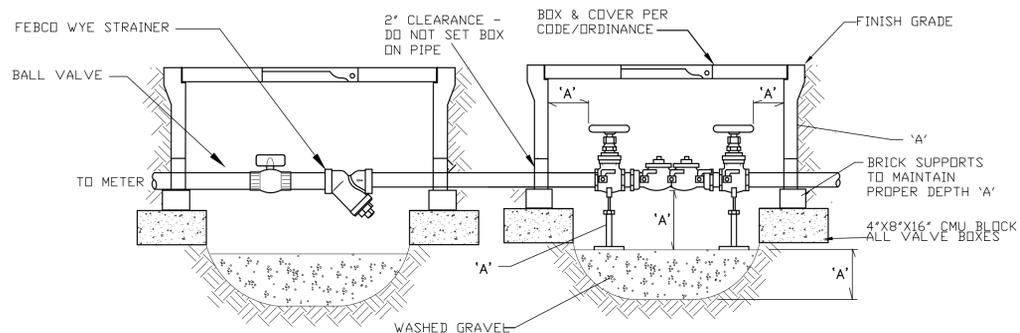
THRUST BLOCKS - PLAN VIEW

SCALE: NOT TO SCALE



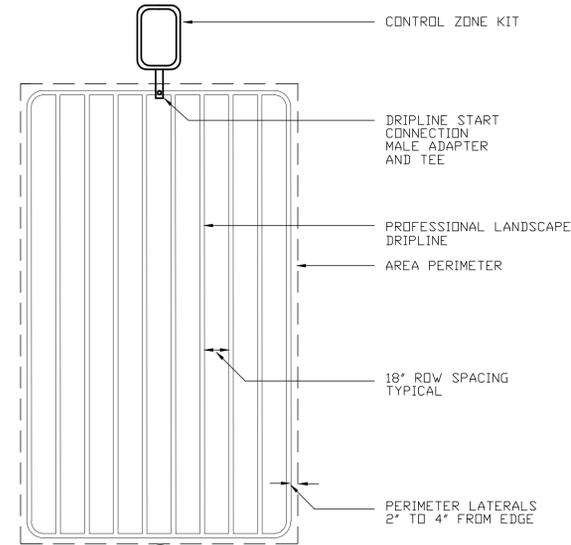
TRENCH DETAIL

SCALE: NOT TO SCALE



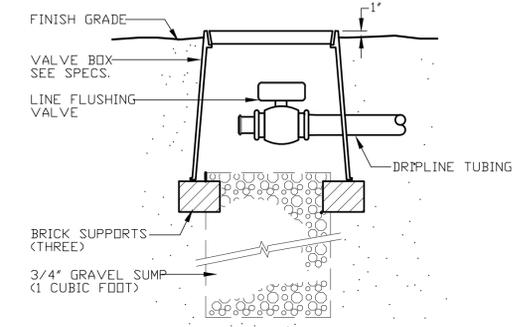
**TYPICAL INSTALLATION
DOUBLE CHECK VALVE/WYE STRAINER ASSEMBLY**

SCALE: NOT TO SCALE



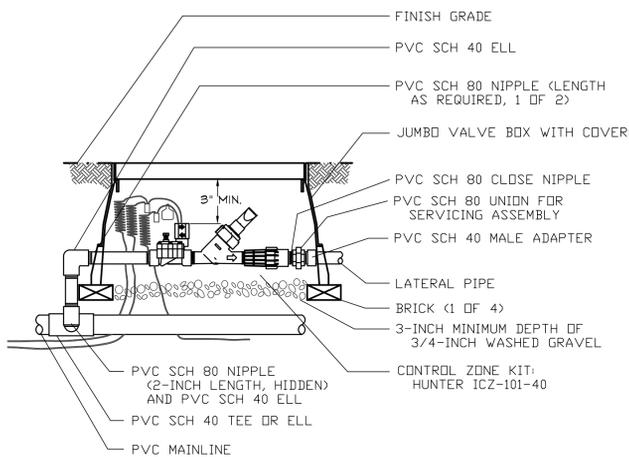
TYPICAL DRIPLINE END FEED LAYOUT

DETAIL - NO SCALE



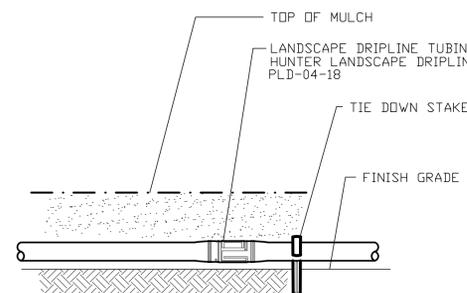
DRIP LINE FLUSHING VALVE

SECTION - NO SCALE



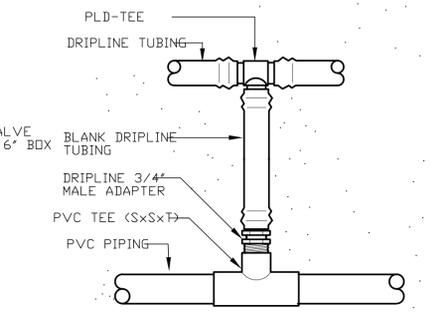
DRIP FLOW CONTROL ZONE KIT

SCALE: NOT TO SCALE



DRIPLINE ON GRADE

SCALE: NOT TO SCALE



DRIPLINE START CONNECTION

SECTION - NO SCALE

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NO.	DATE	REVISION	APPROV.

Winkelmann & Associates, Inc.
CONSULTING CIVIL ENGINEERS • SURVEYORS
6700 HILLCREST PLAZA DRIVE, SUITE 320
IRVING, TEXAS 75014
Phone: (972) 460-7000
Fax: (972) 460-7099
E-mail: info@winkelmann.com
www.winkelmann.com

GEORGE FLOYD SURVEY, ABSTRACT NO. 463
SMITH ELKINS SURVEY, ABSTRACT NO. 430
CITY OF DALLAS, DALLAS COUNTY, TEXAS

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

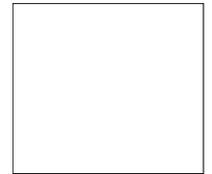
IRRIGATION DETAILS
CITY OF LANCASTER
RIDGE LOGISTICS CENTER
DALLAS & LANCASTER, TEXAS

Scale: 1" = 60'
Date: JUNE 19, 2012
File: 52101-LAN 02-15-13.DWG
Project No.: 52101.01(10)

SHEET
9
OF
11



NOTICE OF MEETING AGENDA
SIGN CONTROL BOARD
CITY OF LANCASTER, TEXAS
MUNICIPAL CENTER
CITY COUNCIL CHAMBERS
211 N. HENRY STREET, LANCASTER, TEXAS
TUESDAY, SEPTEMBER 24, 2013 – 7:00 P.M.



Chair, Quinnie Wright
Vice-Chair, Lawrence Prothro

Commissioner Genevieve Robinson
Commissioner Roosevelt Nichols
Commissioner Tom Barnett

As authorized by Section 551.071(2) of the Texas Government Code, this meeting may be convened into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any agenda item herein.

The City of Lancaster reserves the right to reconvene, recess or realign the Regular Session or called Executive Session or order of business at any time prior to adjournment.

8:00 P.M.

AGENDA

CALL TO ORDER

ACTION

1. **M13-02** Consider and discuss a request for Sign Exception for Courtyard at Pleasant Run Shopping center at 3250 W Pleasant Run Road. Exception is requested for the size of the multitenant monument sign.

ADJOURNMENT

ACCESSIBILITY STATEMENT

The Municipal Building is wheelchair accessible. If you plan to attend the meeting and have a physical impairment, which requires special arrangements or require sign interpretive services, please contact the City Secretary's Office 72 hours prior to the meeting at (972) 218-1310 or TDD 1-800-735-2988. Reasonable accommodations will be made to assist your needs.

CERTIFICATE

I hereby certify the above Notice of Meeting was posted at the Lancaster City Hall,

September 20, 2013 @ 5:00 am/pm.

Surupa Sen, Senior Planner,
Public Works and Development Services

SIGN CONTROL BOARD

Agenda Communication for September 24, 2013

#1

M13-02 Consider a Request for a Sign Exception for Courtyard at Pleasant Run shopping center at the 3250 W Pleasant Run Road. Exception is requested for the size of the multi-tenant monument sign.

Background

1. **Property Location:** The property is located at 3250 W Pleasant Run Road described as Lot 1, Block A, The Courtyard at Pleasant Run, Dallas County, Lancaster, Texas.
2. **Current Zoning:** The subject property is zoned Commercial Highway (CH), and currently has a shopping center and Cinemax movie theatre.
3. **Adjacent Properties:**
Properties surrounding this project are all zoned Commercial Highway (CH). A small portion of the east parcel boundary abuts Single Family Residential – 4 (SF-4) zoned property.
4. **Comprehensive Plan Compatibility:** The Comprehensive Plan identifies this site as suitable for Highway Commercial uses. The proposal is compatible with the Comprehensive plan land use.

Considerations

The applicant is requesting exceptions to the Sign Ordinance (2009-08-20) to allow for the following variations:

1. **Monument Sign** - City of Lancaster Sign Ordinance (2009-08-20) Section 14.1204.h – Monument Signs allows one free standing multi-tenant monument sign not to exceed a maximum area of seventy-five (75) square feet. The proposal is requesting monument sign of one hundred and forty (140) square feet area, an increase of sixty (60) square feet replacing the existing monument sign.

The current monument sign for this multi-tenant complex is 10' tall and 14' wide with a 60" x 10" cabinet. Eliminating some of the base and the side wings allows this existing monument sign cabinet to increase in size without increasing the overall volume of the sign. The proposed new monument sign will maintain the same overall height and width. The new cabinet will accommodate the addition of the anchor tenants, LA Fitness and Cinemark without decreasing the size of other tenants' panels. A number of tenant storefronts within this complex are not easily seen from Pleasant Run Road or IH-35 service Road. This monument sign will be the only identification for these businesses to attract passing traffic.

Options/Alternatives

1. Grant the exception as requested.
2. Grant an exception of a lesser nature and state what they are.
3. Deny the exception request.

Recommendation

Staff recommends **approval** of the exception request (Option 1), as presented.

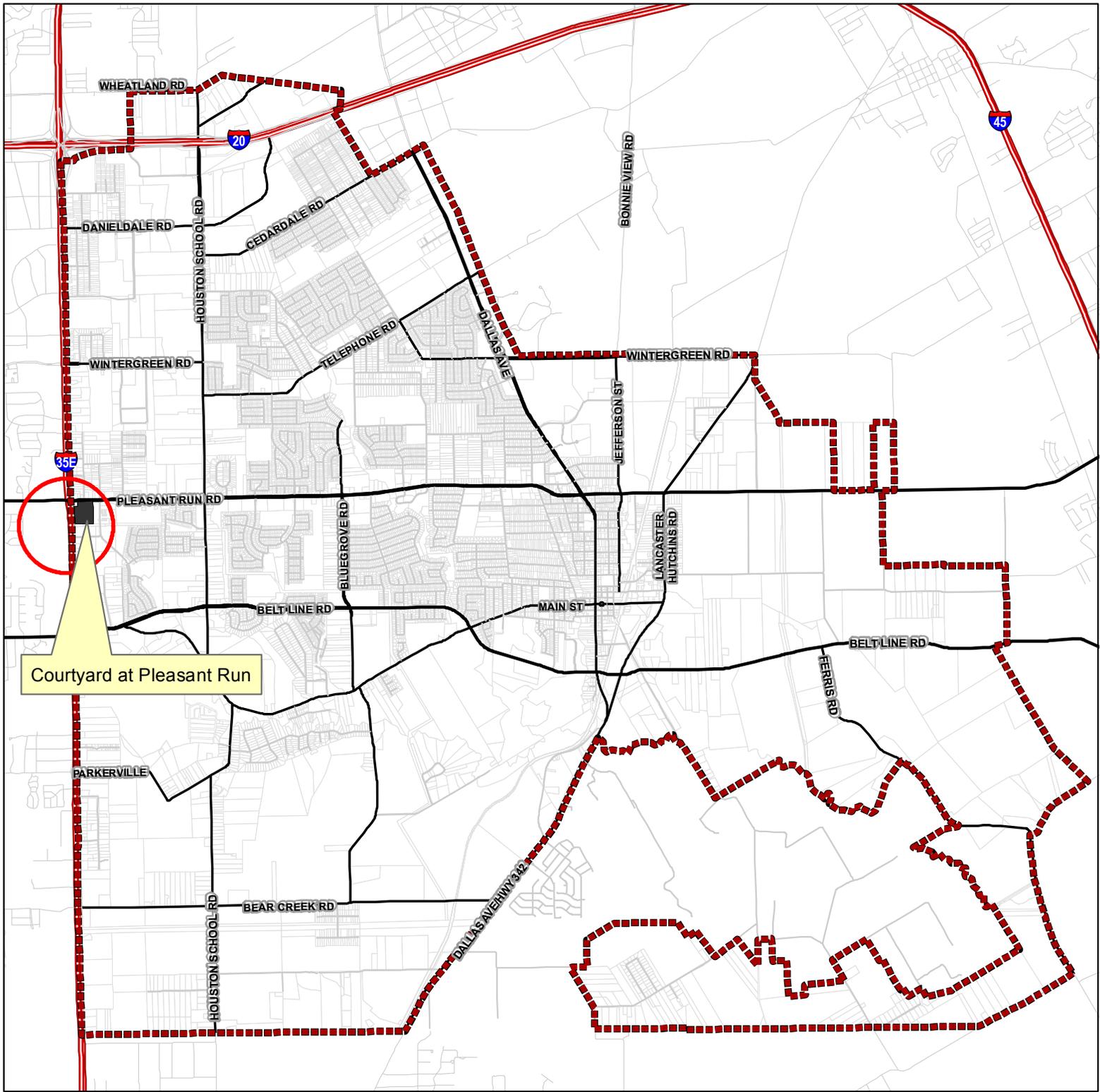
Attachments

1. Location Map
2. Zoning Map with Aerial
3. Proposed Monument Sign and location on Site Plan

Prepared By and Submitted By:

Surupa Sen, Senior Planner
Public Works and Development Services

Date: September 24, 2013

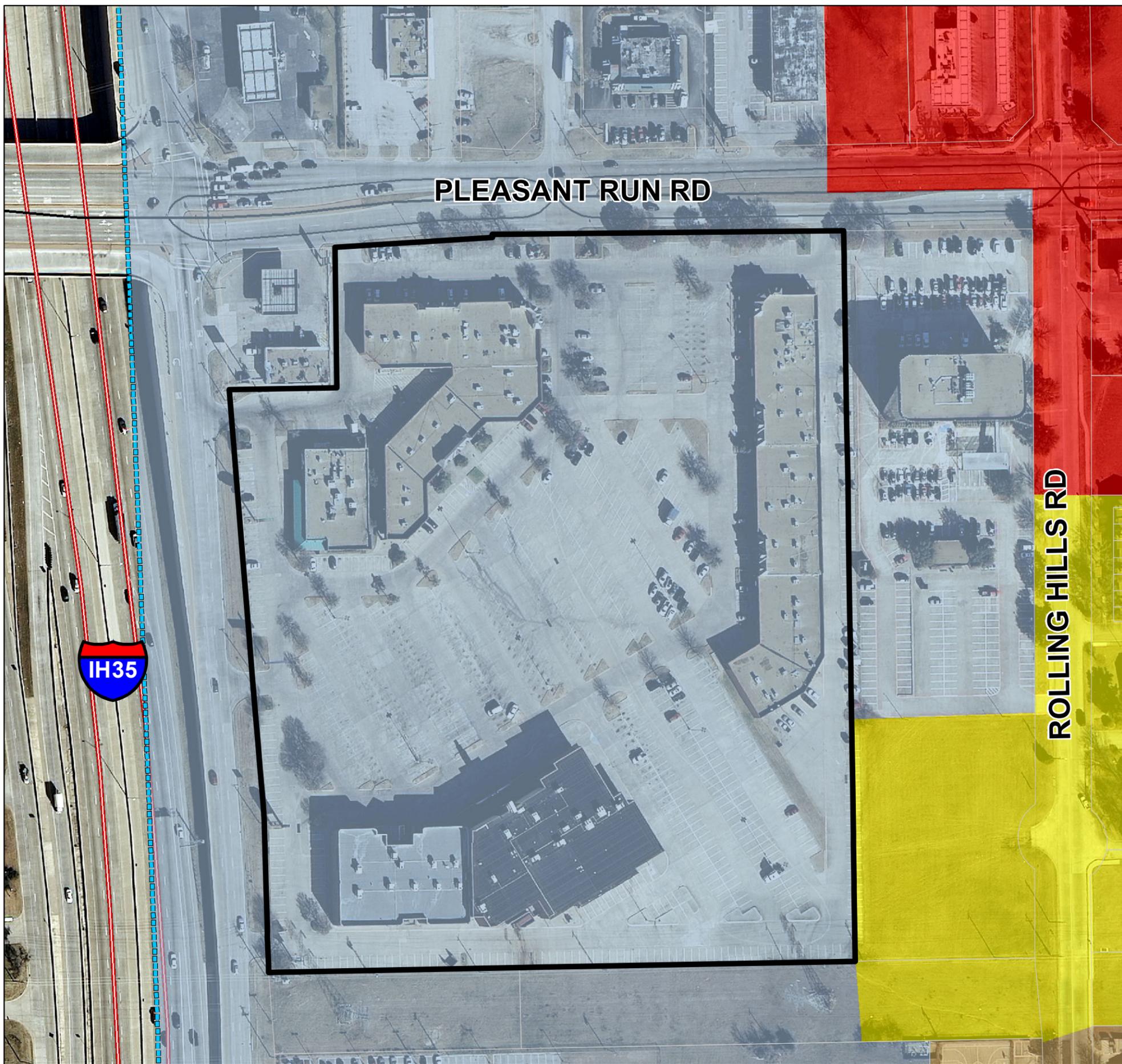


Legend

-  Courtyard at Pleasant Run
-  City Limits
-  Parcels



Location Map
 Courtyad at Pleasant Run
 3250 W Pleasant Run Road



PLEASANT RUN RD

ROLLING HILLS RD



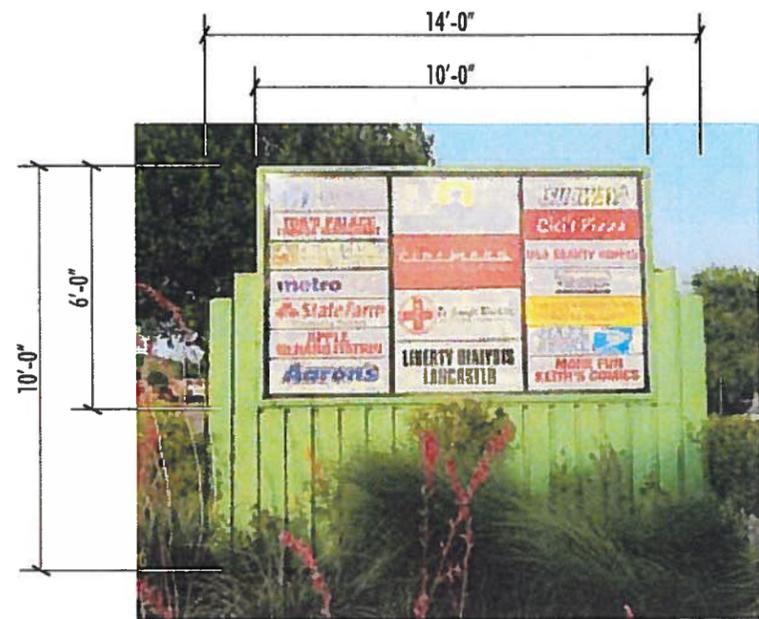
The Courtyard at Pleasant Run - LA Fitness

0 0.01 0.02 0.04 Miles

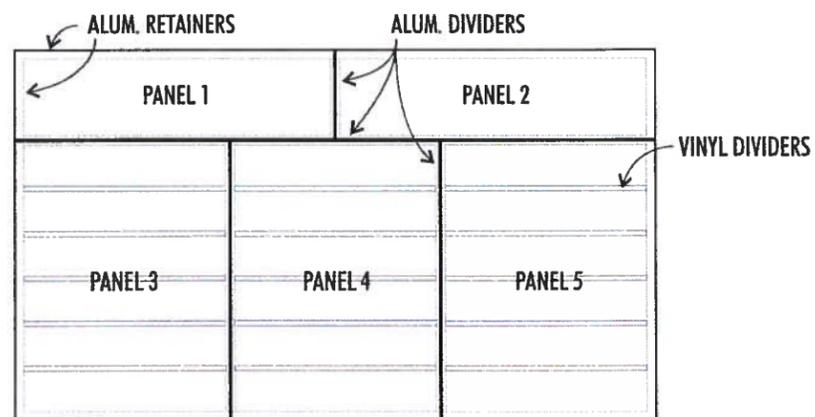
Legend

- | | | |
|-----------------------------|---------------------------|-----------------------------|
| Courtyard at Pleasant Run | LI (Light Industrial) | SF-4 (Residential Low) |
| City Limits | MI (Medium Industrial) | SF-5 (Residential Medium) |
| Zoning | MF-16 (Multifamily) | SF-6 (Residential High) |
| MZ (Multi-Zoning) | MH (Mobile Home) | SF-E (Single Family Estate) |
| 2F-6 (2 Family Residential) | NS (Neighborhood Service) | TC (Town Center) |
| A-O (Agricultural Open) | ORT (Office) | TH-16 (Town Home) |
| CH (Commercial Hwy) | PD (Planned Development) | TND (Residential) |
| CS (Commercial Services) | R (Retail) | ZL-7 (Zero Lot Line Res) |





DOUBLE-FACE MONUMENT SIGN – EXISTING
N.T.S.



FACE DETAIL – (2 OF EACH REQUIRED FOR 1 D/F MONUMENT)
SCALE: 1/4" = 1'-0"

NOTE: A VARIANCE WILL BE REQUIRED FOR THE NEW MONUMENT SIGN

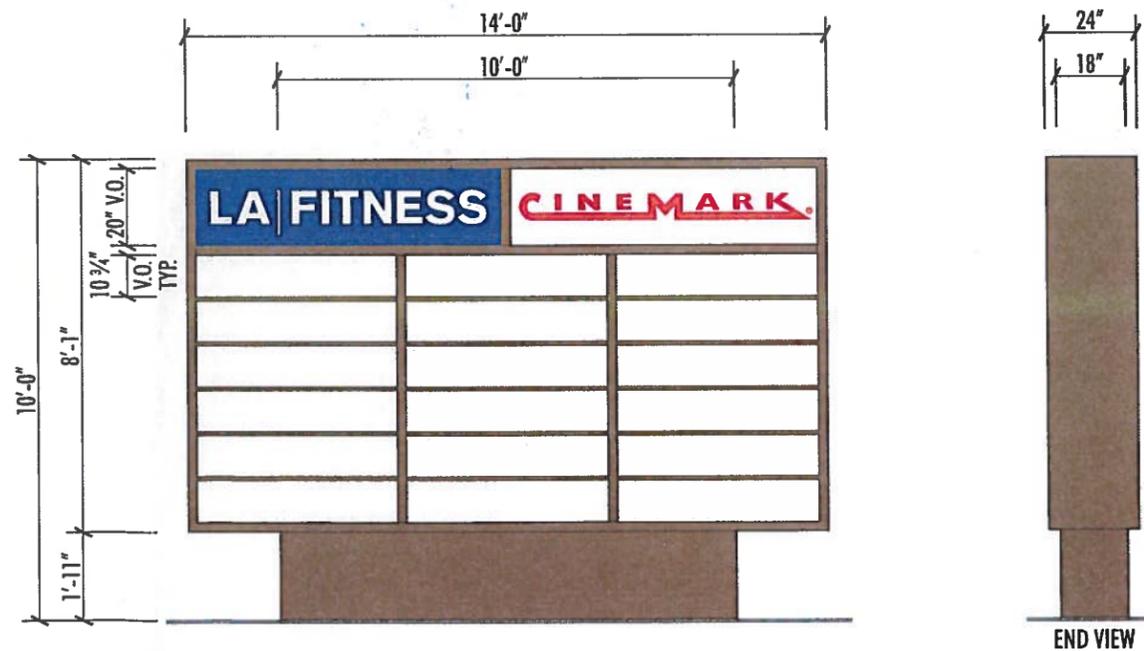
GENERAL DESCRIPTION

REPLACE EXISTING DOUBLE-FACE MONUMENT SIGN w/NEW DOUBLE-FACE MONUMENT SIGN

24" DEEP ALUMINUM CABINET P.T.M ICI #1729 ANCIENT POTTERY; WHITE LEXAN TENANT PANELS w/VINYL GRAPHICS

(NOTE: EACH SIDE OF MONUMENT WILL HAVE 5 PIECES OF LEXAN. THE LOWER 18 T/P ARE HORIZONTALLY DIVIDED w/ VINYL TO MATCH CABINET.)

INTERNALLY ILLUMINATED w/HIGH-OUTPUT FLUORESCENT LAMPS; ALUMINUM POLE COVER P.T.M. CABINET



PROPOSED DOUBLE-FACE MONUMENT SIGN (1 REQUIRED)
SCALE: 1/4" = 1'-0"



www.starlitesign.com
7923 E. McKinney St.
Denton, TX 76208
(940) 382-8850
Fax: (940) 387-0429

CUSTOMER: Cornerstone Development - Courtyard Pleasant Run
LOCATION: 3250 W. Pleasant Run Road
CITY, ST: Lancaster, TX 75146

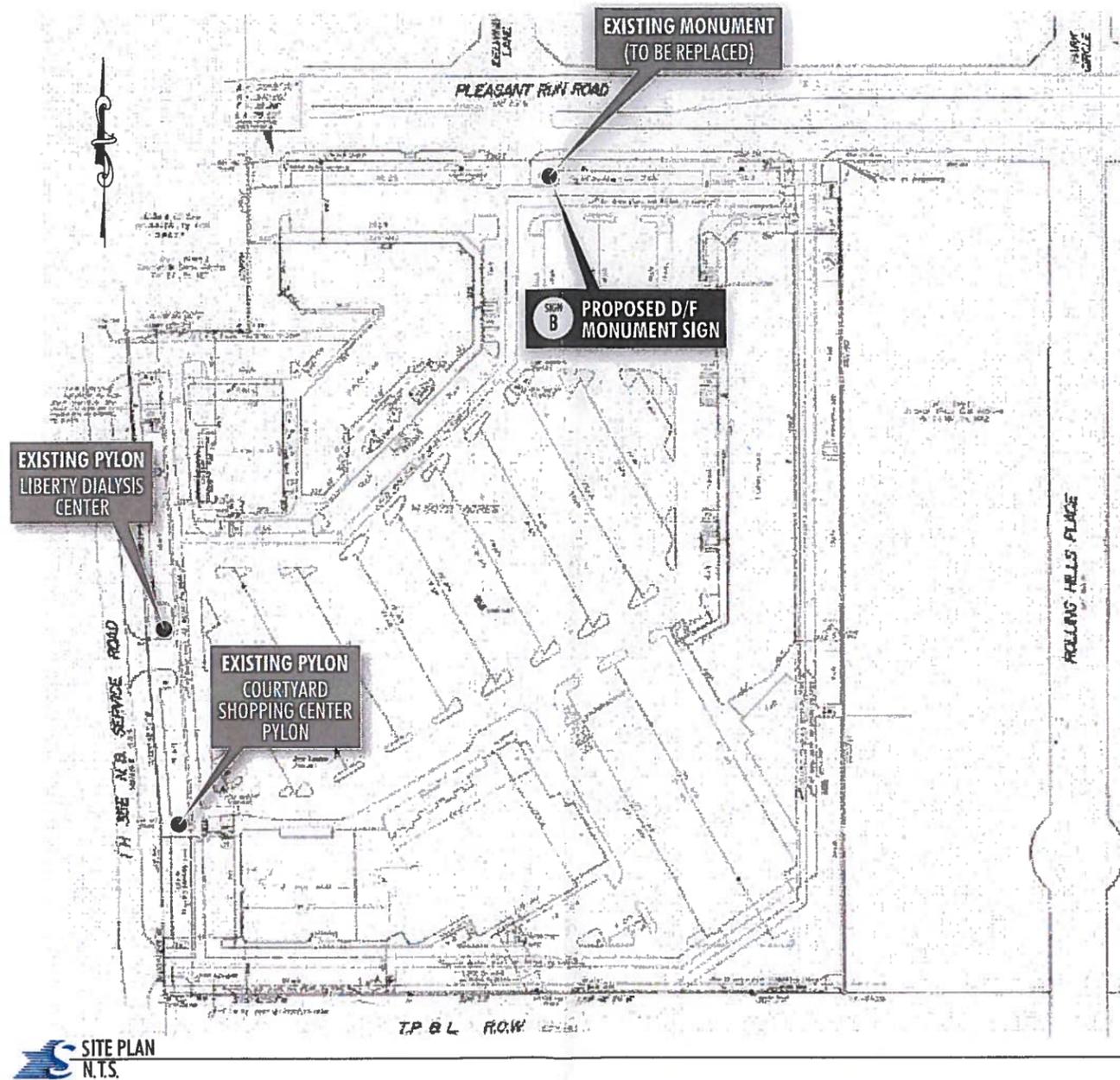
8'-1" x 14'-0" = 113.1
ACCT. EXEC: Mason Kimbrough
PRJ. MGR: Diana Collins
TTL SQ. FT.: 28400
BID # / JOB #: 28400
DESIGNER: A. Spires

DWG. # 1307-137
PAGE 01 of 02
ORIG. DATE 07-31-13

NO.	DATE	BY	DESCRIPTION
1	08/21/13	AS	REMOVED PAGE 1 (SIGN & Pylon REFURS); SIGN B: ADDED ONL; ADDED SITE PLAN

Bids are good if accepted within 30 days of proposal. This drawing is the property of Starlite Sign, which reserves all rights to its reproduction and display.

NOTE TO FABRICATORS: ANY CHANGES MADE TO CUSTOMER SPECS MUST BE PRE APPROVED BY PROJECT MANAGER PRIOR TO MANUFACTURING.



SITE PLAN
N.T.S.

StarliteSign.LP
www.starlitesign.com
7923 E. McKinney St.
Denton, TX 76208
(940) 382-8850
Fax: (940) 387-0429

CUSTOMER	Cornerstone Development - Courtyard Pleasant Run	N/A	FTL 50 FT	DWG#	1307-137
LOCATION	3250 W. Pleasant Run Road	ACCT EXEC.	BID# / JOB#	PAGE	02 of 02
CITY, ST	Lancaster, TX 75146	PRJ MGR.	DESIGNER	ORIG DATE	07-31-13

Bids are good if accepted within 30 days of proposal. This drawing is the property of Starlite Sign, LP which reserves all rights to its reproduction and display.

NO.	DATE	BY	DESCRIPTION
1	08/21/13	AS	REMOVED PAGE 1 (SIGN A PYLON REFURB); SIGN B- ADDED OAL- ADDED SITE PLAN

NOTE TO FABRICATORS: ANY CHANGES MADE TO CUSTOMER SPECS MUST BE PRE APPROVED BY PROJECT MANAGER PRIOR TO MANUFACTURING.



**SPECIAL MEETING MINUTES
PLANNING & ZONING COMMISSION AND
SIGN CONTROL BOARD
CITY OF LANCASTER, TEXAS
TUESDAY, SEPTEMBER 24, 2013**



CALL TO ORDER:

Chair Wright called both the meeting to order at 7:00 p.m. on September 24, 2013.

COMMISSIONERS

**QUINNIE WRIGHT, CHAIR
ROOSEVELT NICHOLS
LAWRENCE PROTHRO, VICE CHAIR
GENEVIVE GREGORY
TOM BARNETT**

CITY STAFF

RONA STRINGFELLOW

**MANAGING DIRECTOR OF PUBLIC
WORKS/DEVELOPMENT SERVICES
SENIOR PLANNER**

SURUPA SEN

CITIZENS COMMENTS: (At this time citizens will be allowed to speak only on matters contained on the Planning and Zoning Commission agenda)

Chair Wright invited anyone wishing to speak to come forward state their name and address. She informed that citizens will be allowed to speak on matters included on the agenda. Each speaker will be allowed to speak for three (3) minutes. No citizen comments were received.

Senior Planner, Surupa Sen introduced the next action item on the agenda.

ACTION

1. Election of Chair and Vice-Chair for the Planning and Zoning Commission.

As per Lancaster Development Code, after the first meeting in August, the Planning and Zoning Commission should elect a Chair and Vice-Chair.

Chair Wright entertained a motion.

COMMISSIONER GREGORY MADE A MOTION TO ELECT QUINNIE WRIGHT AS THE CHAIR AND LAWRENCE PROTHRO AS THE VICE-CHAIR FOR THE PLANNING AND ZONING COMMISSION, SECONDED BY COMMISSIONER BARNETT.

AYES: BARNETT, PROTHRO, GREGORY, WRIGHT, NICHOLS

NAYES:

THE MOTION CARRIED 5-0.



**SPECIAL MEETING MINUTES
PLANNING & ZONING COMMISSION AND
SIGN CONTROL BOARD
CITY OF LANCASTER, TEXAS
TUESDAY, SEPTEMBER 24, 2013**



Senior Planner, Surupa Sen introduced the next action item on the agenda.

ACTION

1. **M13-02** Consider and discuss a request for Sign Exception for Courtyard at Pleasant Run Shopping center at 3250 W Pleasant Run Road. Exception is requested for the size of the multitenant monument sign.

Planning and Zoning Commission acting as the Lancaster Sign Control Board has the authority to review and approve Sign Exception requests and will be taking action on this request.

Senior Planner, Surupa Sen gave a presentation stating that the applicant is requesting exceptions to the Sign Ordinance (2009-08-20) to allow for a bigger multi-tenant monument sign. The property is located at 3250 W Pleasant Run Road described as Lot 1, Block A, The Courtyard at Pleasant Run, Dallas County, Lancaster, Texas.

City of Lancaster Sign Ordinance (2009-08-20) Section 14.1204.h – Monument Signs allows one free standing multi-tenant monument sign not to exceed a maximum area of seventy-five (75) square feet. The applicant is requesting monument sign of one hundred and forty (140) square feet area, an increase of sixty (60) square feet replacing the existing monument sign. There is an existing multi-tenant monument sign on Pleasant Run Road that the applicant will replace with this bigger sign. This will accommodate the new anchor tenant, LA Fitness without reducing individual panel sizes for other tenants' signs.

Vice-Chair Protho asked if the panels are going to be of same size or the ne anchor tenant will have a bigger panel.

Ms. Sen clarified that as shown on the graphic, each panel will be of same size, and the bigger sign face is being achieved by removing the green wooden border of the existing sign. The overall height and width of the monument sign will remain same.

Chair Wright asked if the sign will be raised as there is visibility issues created from the sign.

Staff clarified that the sign placement is in accordance with the Lancaster Development Code and does not interfere with the traffic visibility triangle for that corner.

Commissioner Nichols asked about the existing Pylon Sign and whether those signs shall be upgraded to match the new monument sign.

Managing Director Rona Stringfellow answered that the shopping center owner and the new tenant are working towards upgrading the shopping center and that's a bigger effort and coordination that is currently on-going.

Applicant Debbie Stellar, 79 E McKinney, Denton, Texas explained the design of the sign was done to kept the total height, width same.

Chair Wright entertained a motion.



**SPECIAL MEETING MINUTES
PLANNING & ZONING COMMISSION AND
SIGN CONTROL BOARD
CITY OF LANCASTER, TEXAS
TUESDAY, SEPTEMBER 24, 2013**



COMMISSIONER GREGORY MADE A MOTION TO APPROVE M13-02 SIGN EXCEPTION REQUEST, SECONDED BY COMMISSIONER BARNETT.

AYES: BARNETT, PROTHRO, GREGORY, WRIGHT, NICHOLS

NAYES:

THE MOTION CARRIED 5-0.

Chair Wright introduced the next item on the agenda which is a Public Hearing and Action item.

PUBLIC HEARING AND ACTION

2. **Z13-03** Conduct a Public Hearing and consider an amendment to the comprehensive plan and the map thereof by designating approximately 44.08 ± acres of land from Retail (R) to Light Industrial (LI); and, to rezone approximately 11.08 ± acres of land from Light Industrial (LI) to Neighborhood Services (NS) and to rezone an additional 11 ± acres from Neighborhood Services (NS) to Light Industrial (LI), such land being a part of approximately 44.08 ± acre tract of land, described as Lots 1, 2 and 3, Block A, of Smith Elkins Survey, Abstract 430, Page 325, City of Lancaster, Dallas County, Texas and generally known as the Ridge Logistics Center located at the North-East corner of Telephone Road and N. Dallas Avenue.

Senior Planner, Surupa Sen gave a presentation explaining the rezoning request at the northeast corner of the intersection of Dallas Avenue and Telephone Road. The combined parcels contain 44.078 acres of land. The subject property is currently zoned Light Industrial (LI) towards north side and Neighborhood Services (NS) at the North-East corner of Telephone Road and Dallas avenue. The applicant is requesting a Planned Development (PD) where the NS and LI land use designations will be re-assigned within the 44.08 acres of land area.

The Planning and Zoning Commission conducted and closed the public hearing and directed staff to work with the applicant in reviewing the land use table from Lancaster Development Code (LDC) and prohibit certain land uses not suitable for the area. Commission postponed consideration of the item until October 1, 2013, in order to allow sufficient time to review and discuss this with the applicant.

Ms. Sen presented the application based on the Lancaster Development Code criteria, 1) Consistency with the Comprehensive Plan, 2) Potential Impact on Adjacent Development, 3) Availability of Utilities and Access, 4) Site Conditions, and 5) Timing of Development.

Ms. Sen informed Commission that on Friday, September 6, 2013, a notice for this public hearing appeared in the Focus Daily Newspaper. Notifications of this public hearing were mailed to seventeen (17) property owners that are within 200 feet of the subject property on Friday, September 6, 2013. Zoning signs were placed on the subject property. One property owner has responded in favor of this application who owns four lots (100, 110, 120, and 3164 E Telephone Road) within the 200' notification area.



**SPECIAL MEETING MINUTES
PLANNING & ZONING COMMISSION AND
SIGN CONTROL BOARD
CITY OF LANCASTER, TEXAS
TUESDAY, SEPTEMBER 24, 2013**



Ms. Sen also elaborated on the four proposed monument signs that are bigger than what is allowed per Lancaster Sign Ordinance. If this zoning is approved, the applicant will receive approval for the bigger monument signs within the Planned Development Ordinance.

Chair Wright asked if there were any questions of staff.

Commissioner Barnett asked why staff does not have any recommendation. He also enquired why again there is a Comprehensive Plan amendment request. There might be undesirable land uses allowed in the frontage of the City if the Light Industrial (LI) zoning is permitted instead of Neighborhood Services (NS).

Commissioner Nichols expressed concern over the project being mostly in Dallas and benefiting Dallas and utility access might not be from Lancaster.

Ms. Sen and applicant, Dan Grant, Kimley Horn and Associates, 12750 Merit Drive, Dallas, Texas, clarified the utility access, land use issues and other questions/concerns.

Commissioner Barnett requested possible impact fee assessments be provided to the Commission. As certain land uses need to be prohibited within this Planned Development, Commission and applicant suggested that the item be tabled till staff and applicant have worked on the land use table from Lancaster Development Code (LDC).

Chair Wright entertained a motion.

VICE CHAIR PROTHRO MADE THE MOTION TO POSTPONE Z13-03 TO OCTOBER 1, 2013 AND RECONSIDER, SECONDED BY COMMISSIONER BARNETT.

**AYES: BARNETT, PROTHRO, GREGORY, WRIGHT, NICHOLS
NAYES:**

THE MOTION CARRIED 5-0.

Chair Wright entertained a motion to adjourn the Planning and Zoning Commission and the Sign Control Board meeting.

A MOTION WAS MADE BY VICE CHAIR PROTHRO AND SECONDED BY COMMISSIONER GREGORY TO ADJOURN.

**AYES: BARNETT, PROTHRO, GREGORY, WRIGHT, NICHOLS
NAYES: NONE**

THE MOTION CARRIED 5-0

Meeting was adjourned at 9:09 p.m.



**SPECIAL MEETING MINUTES
PLANNING & ZONING COMMISSION AND
SIGN CONTROL BOARD
CITY OF LANCASTER, TEXAS
TUESDAY, SEPTEMBER 24, 2013**



Quinnie Wright, Chair

ATTEST

Surupa Sen, Senior Planner

DRAFT

LANCASTER CITY COUNCIL

Agenda Communication

October 28, 2013

Item 7

Consider an ordinance approving a negotiated resolution between the Atmos cities steering committee and Atmos Energy Corporation, Mid-Tex Division regarding the company's 2013 annual rate review mechanism filing in all cities exercising original jurisdiction.

This request supports the City Council 2013-2014 Policy Agenda.

Goal: Financially Sound City Government

Background

Lancaster along with 164 other cities served by Atmos Energy Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC"). On or about July 15, 2013, Atmos Mid-Tex filed with the City an application to increase natural gas rates pursuant to the Rate Review Mechanism ("RRM") tariff renewed by the City in 2013 as a continuation and refinement of the previous RRM rate review process. This is the first annual RRM filing under the renewed RRM tariff.

The Atmos Mid-Tex RRM filing sought a \$22.7 million rate increase system-wide based on an alleged test-year cost of service revenue deficiency of \$25.7 million. The City worked with ACSC to analyze the schedules and evidence offered by Atmos Mid-Tex to support its request to increase rates. The Ordinance and attached rate tariffs are the result of negotiations between ACSC and the Company to resolve issues raised by ACSC during the review and evaluation of Atmos Mid-Tex's RRM filing.

The Ordinance resolves the Company's RRM filing by authorizing additional revenues to the Company of \$16.6 million system-wide. For purposes of comparison, this negotiated result is about \$11 million less than what ACSC's consultants calculated that Atmos would have been entitled to if Atmos had filed a case under the Gas Reliability Infrastructure Program ("GRIP") rather than an RRM case.

Considerations

- **Operational** - The purpose of the Ordinance is to approve the RRM tariff ("Attachment A") that reflects the negotiated rate changes pursuant to the RRM process and to ratify the recommendation of the ACSC Executive Committee. As a result of the negotiations, ACSC was able to reduce the Company's requested \$22.7 million RRM increase to \$16.6 million. Approval of the Ordinance will result in the implementation of new rates that increase Atmos Mid-Tex's revenues effective November 1, 2013.

- **Legal** – The ordinance was prepared by the Atmos Cities Steering Committee legal counsel.
- **Financial** – This ordinance provides a reduced system-wide revenue increase of \$16.6 million which is a compromise. Effective January 1, 2014 the average residential customer will experience an increase of approximately \$0.74 per month.
- **Public Information** – The item is being considered at a regular meeting of the City Council noticed in compliance with the Texas Open Meetings Act.

Options/Alternatives

The alternative of the RRM filing would be a GRIP filing by the Company, based upon the Railroad Commission's decision in the 2012 rate case. A GRIP filing would entitle the Company to receive more than \$28 million in additional revenues, with ACSC being precluded from reviewing the reasonableness of the GRIP filing.

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

Recommendation

Staff recommends approval of the ordinance as presented.

Attachments

- Ordinance
- RRM Tariff

Submitted by:
Aretha Adams, Assistant City Manager

ORDINANCE NO. 2013-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, (“CITY”) APPROVING A NEGOTIATED RESOLUTION BETWEEN THE ATMOS CITIES STEERING COMMITTEE AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2013 ANNUAL RATE REVIEW MECHANISM FILING IN ALL CITIES EXERCISING ORIGINAL JURISDICTION; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT AND FINDING THE RATES TO BE SET BY THE ATTACHED TARIFFS TO BE JUST AND REASONABLE; REQUIRING THE COMPANY TO REIMBURSE CITIES’ REASONABLE RATEMAKING EXPENSES; REPEALING CONFLICTING RESOLUTIONS OR ORDINANCES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; PROVIDING A MOST FAVORED NATIONS CLAUSE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE STEERING COMMITTEE’S LEGAL COUNSEL.

WHEREAS, the City of Lancaster, Texas (“City”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates and charges of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee (“ACSC”), a coalition of approximately 164 similarly situated cities served by Atmos Mid-Tex that have joined together to facilitate the review of and response to natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, pursuant to the terms of the agreement settling the Company’s 2007 Statement of Intent to increase rates, ACSC Cities and the Company worked collaboratively to develop a Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process controlled in a three-year experiment by ACSC Cities as a substitute to the current Gas Reliability Infrastructure Program (“GRIP”) process instituted by the Legislature; and

WHEREAS, the City took action in 2008 to approve a Settlement Agreement with Atmos Mid-Tex resolving the Company’s 2007 rate case and authorizing the RRM tariff; and

WHEREAS, in 2013, ACSC and the Company negotiated a renewal of the RRM tariff process for an additional five years; and

WHEREAS, the City passed an ordinance renewing the RRM tariff process for the City for an additional five years; and

WHEREAS, the RRM renewal tariff contemplates reimbursement of ACSC Cities' reasonable expenses associated with RRM applications; and

WHEREAS, on or about July 15, 2013, the Company filed with the City its first annual RRM filing under the renewed RRM tariff, requesting to increase natural gas base rates by \$22.7 million; and

WHEREAS, ACSC coordinated its review of Atmos Mid-Tex's RRM filing through its Executive Committee, assisted by ACSC attorneys and consultants, to resolve issues identified by ACSC in the Company's RRM filing; and

WHEREAS, the ACSC Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve the attached rate tariffs ("Attachment A" to this Ordinance), which will increase the Company's revenues by \$16.6 million; and

WHEREAS, the attached tariffs implementing new rates are consistent with the negotiated resolution reached by ACSC Cities and are just, reasonable, and in the public interest;

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

SECTION 1. That the findings set forth in this Ordinance are hereby in all things approved.

SECTION 2. That the City Council finds the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable and new tariffs which are attached hereto and incorporated herein as Attachment A, are just and reasonable and are hereby adopted.

SECTION 3. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC Cities in processing the Company's RRM application.

SECTION 4. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

SECTION 5. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

SECTION 6. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

SECTION 7. That if ACSC determines any rates, revenues, terms and conditions, or benefits resulting from a Final Order or subsequent negotiated settlement

approved in any proceeding addressing the issues raised in Atmos' 2013 RRM filing would be more beneficial to the ACSC Cities than the terms of the attached tariffs, then the more favorable rates, revenues, terms and conditions, or benefits shall additionally and automatically accrue to the ACSC Cities, including the City, without the need for City to take any further action. If this automatic adjustment occurs, Atmos Mid-Tex shall promptly thereafter file with the City an amended tariff documenting the adjustment to rates.

SECTION 8. That this Ordinance shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after November 1, 2013.

SECTION 9. That a copy of this Ordinance shall be sent to Atmos Mid-Tex, care of Chris Felan, Manager of Rates and Regulatory Affairs, at Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Geoffrey Gay, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 28th day of October 2013.

APPROVED:

MARCUS E. KNIGHT, MAYOR

ATTEST:

DOLLE K. DOWNE, CITY SECRETARY

APPROVED AS TO FORM:

ROBERT E. HAGER, CITY ATTORNEY

Attachment A

Atmos Mid-Tex Tariffs
Effective November 1, 2013

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	R – RESIDENTIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2013	

Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 17.70 per month
Rider CEE Surcharge	\$ 0.02 per month ¹
Total Customer Charge	\$ 17.72 per month
Commodity Charge – All <u>Ccf</u>	\$0.05831 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹ Reference Rider CEE - Conservation And Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2013.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	C – COMMERCIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2013	

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 35.75 per month
Rider CEE Surcharge	\$ 0.10 per month ¹
Total Customer Charge	\$ 35.85 per month
Commodity Charge – All Ccf	\$ 0.06893 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹ Reference Rider CEE - Conservation And Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2013.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2013	

Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 620.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.2565 per MMBtu
Next 3,500 MMBtu	\$ 0.1879 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0403 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2013	

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2013	

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 620.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.2565 per MMBtu
Next 3,500 MMBtu	\$ 0.1879 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0403 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2013	

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2013	

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(Bl_i + (HSF_i \times ADD))}$$

Where

- i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification
- $WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf
- R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.
- HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class
- NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.
- ADD = billing cycle actual heating degree days.
- Bl_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the j th customer in i th rate schedule is computed as:

$$WNA_j = WNAF_i \times q_{ij}$$

Where q_{ij} is the relevant sales quantity for the j th customer in i th rate schedule.

**MID-TEX DIVISION
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Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	9.97	0.1318	96.50	0.5659
Austin	11.05	0.1262	189.59	0.7195
Dallas	13.13	0.1832	171.84	0.8797
Waco	9.78	0.1262	117.60	0.5774
Wichita Falls	10.99	0.1297	107.70	0.5041

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNA factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and a Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

LANCASTER CITY COUNCIL

Agenda Communication

October 28, 2013

Item 8

Consider confirmation of Cheryl Wilson as Chief of Police of the Lancaster Police Department; and administer Oath of Office.

This request supports the City Council 2013-2014 Policy Agenda.

Goal: Professional and Committed City Workforce

Background

Section 143.03 of the Texas Local Government Code requires the appointment of a person as head of the police department to be confirmed by the municipality's governing body.

Cheryl Wilson has been appointed to serve as Police Chief for the Lancaster Police Department.

Ms. Wilson has 24 years of law enforcement experience with the Dallas County Sheriff's Department where she promoted through the ranks to Assistant Chief Deputy. Ms. Wilson earned her Bachelor of Science in Criminal Justice and Master of Arts in Professional Development from Dallas Baptist University. She has attended the FBI National Academy, the FBI Executive Fellowship Program and has earned several law enforcement proficiency certifications throughout her career. Ms. Wilson also served 13 years in the U.S. Army National Guard. She brings to Lancaster a clear passion for community policing methods that encourage community outreach and partnership.

Recommendation

The City Manager respectfully requests the confirmation of Cheryl Wilson as Chief of Police for the Lancaster Police Department.

Following confirmation by the City Council, the Oath of Office will be administered.

Submitted by:

Opal Mauldin Robertson, City Manager

LANCASTER CITY COUNCIL

Agenda Communication

October 28, 2013

Item 9

The City Council shall convene into closed executive session pursuant to Section § 551.074 (a)(1) of the TEXAS GOVERNMENT CODE to deliberate:

- (a) the evaluation and duties of a public officer or employee, to-wit: the City Manager; and,**
- (b) the evaluation and duties of a public officer or employee, to-wit: the City Secretary.**

This request supports the City Council 2013-2014 Policy Agenda.

Goal: Professional and Committed City Workforce

Executive Session matters.

Submitted by:

Dolle K. Downe, City Secretary

LANCASTER CITY COUNCIL

Agenda Communication

October 28, 2013

Item 10

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

This request supports the City Council 2013-2014 Policy Agenda.

Goal: Professional and Committed City Workforce

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