



NOTICE OF REGULAR MEETING AGENDA
LANCASTER CITY COUNCIL
MUNICIPAL CENTER CITY COUNCIL CHAMBERS



211 N. HENRY STREET, LANCASTER, TEXAS
Monday, February 13, 2012 – 7:00 P.M.

CALL TO ORDER

INVOCATION: MINISTERIAL ALLIANCE

PLEDGE OF ALLEGIANCE: COUNCILMEMBER STANLEY JAGLOWSKI

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.)

- 1C. Consider approval of minutes from the City Council Regular Meeting held January 23, 2012.
- 2C. Consider Resolution 2012-02-12 approving the terms and conditions of the City owned T-hangar non-commercial lease from Building 670 at the Lancaster Regional Airport.
- 3C. Consider Resolution 2012-02-13 dedicating land along Wintergreen Road from Dallas Avenue to Jefferson Street as public right-of-way (Parcel 4), and parcels 4PE-1, 4PE-2, and 4DE as permanent and drainage easements for construction, future maintenance and utility corridor; and authorizing the Mayor to execute the resolution.

ACTION:

4. Discuss and consider Resolution 2012-02-14 approving a change in name of the Cedardale Softball Complex to "Cedardale Park".

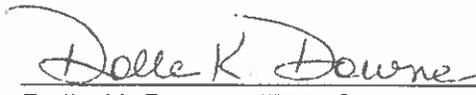
ADJOURNMENT

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 February 9, 2012 @ 5:00 pm and copies thereof were hand delivered to the Mayor, Mayor Pro-Tempore, Deputy Mayor Pro-Tempore and Council members.



Dolle K. Downe, TRMC
City Secretary

LANCASTER CITY COUNCIL
Agenda Communication for
February 13, 2012

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AG12-001

Consider approval of minutes from the City Council Regular Meeting held January 23, 2012.

Background

Attached for your review and consideration are minutes from the:

- City Council Regular Meeting held January 23, 2012

Prepared and submitted by:

Dolle K. Downe, City Secretary
February 1, 2012

MINUTES

LANCASTER CITY COUNCIL MEETING OF JANUARY 23, 2012

The City Council of the City of Lancaster, Texas, met in Regular session in the Council Chambers of City Hall on January 23, 2012 at 7:00 p.m. with a quorum present to-wit:

Councilmembers Present:

Mayor Marcus E. Knight
Walter Weaver
Stanley Jaglowski
Marco Mejia
James Daniels

Councilmembers Absent:

Mayor Pro Tem Clyde Hairston
Deputy Mayor Pro Tem Nina Morris

City Staff Present:

Opal Mauldin Robertson, City Manager
Alicia Oyedele, Assistant to the City Manager
Dori Lee, Human Resources Director
Thomas Griffith, Fire Chief
Larry Flatt, Police Chief
Sean Johnson, Parks and Recreation Director
Ed Brady, Economic Development Director
Rona Stringfellow Govan, Development Services Director
Clovia English, Public Works Director
Cami Loucks, Library Director
Nathaniel Barnett, Senior Planner
Mark Divita, Airport Manager
Robert E. Hager, City Attorney
Dolle Downe, City Secretary

Call to Order:

Mayor Knight called the meeting to order at 7:00 p.m. on January 23, 2012.

Invocation:

Mayor Knight gave the invocation.

Pledge of Allegiance:

Councilmember Weaver led the Pledge of Allegiance.

Citizens Comments:

James Adams, 2003 Hash, read definition of word "prohibit" noting "to forbid by authority or law"; stated that the City may not prohibit collection of trash in the annexed area by a private collector or charge a fee; stated that under Section 43.056 (f) (n) and (o), the City cannot push residents into using Allied Waste for trash collection; commented that the residents in the annexed area do not want the service or the associated charge.

James Lewis, 818 Katy Street, commented about the complaints regarding high rates for water service, saying that lawsuits are a major reason for high costs; stated that the City has lost several lawsuits including one in which he was involved and the action taken was illegal; expressed concerns about people attending the 9-man football games who park on the west side along Jefferson Street near the Pump Station saying that someone could be killed crossing the street; provided a petition requesting the City remove No Parking signs from the area and install adequate parking.

Consent Agenda:

City Secretary Downe read the consent agenda.

- 1C. **Consider approval of minutes from the City Council Regular Meeting held January 9, 2012.**
- 2C. **Consider an ordinance establishing the boundaries of the City of Lancaster as depicted on the Boundary Map and adopting said map as the Official Boundary Map of the City; providing for the establishment of the extraterritorial jurisdiction of said City based on the boundary of the City.**
- 3C. **Consider Resolution 2012-01-10 approving the terms and conditions of the City owned T-hangar commercial leases from Building 670 at the Lancaster Regional Airport.**

Councilmember Weaver pulled item 2C from the consent agenda.

MOTION: Councilmember Mejia made a motion, seconded by Councilmember Jaglowski, to approve consent items 1C and 3C. The vote was cast 5 for, 0 against [Hairston, Morris absent].

Councilmember Weaver asked for a separate vote on consent item 2C.

MOTION: Councilmember Mejia made a motion, seconded by Councilmember Weaver, to deny the ordinance establishing City boundaries [item 2C]. The vote was cast 2 for [Weaver, Mejia], 3 against [Jaglowski, Knight, Daniels] [Hairston, Morris absent]. The motion fails.

MOTION: Councilmember Daniels made a motion, seconded by Councilmember Jaglowski, to approve the ordinance establishing the boundaries of the City [item 2C]. The vote was cast 3 for [Jaglowski, Knight, Daniels], 2 against [Weaver, Mejia] [Hairston, Morris absent].

4. **Conduct a Public Hearing and consider an ordinance amending the Lancaster Development Code, by amending Article 14.400, Section 14.401 "Land Use Schedule," by amending the Land Use Table; by amending Article 14.400, Section 14.402, "Use Standards," Subsection (b)(3) Bed and Breakfast Operation, providing new locations for bed and breakfast operations to be allowed; by amending Article 14.500, Section 14.505 "Industrial Districts," removing requirements for masonry material on exterior walls for existing structures.**

Senior Planner Barnett gave an overview of the proposed amendments to the Lancaster Development Code which include land uses primarily in the Neighborhood Services zoning district that require an SUP that could be allowed by right; allowing bed and breakfast operations within the Historic Town Square only where residential units are currently allowed; and removal of the requirement for existing buildings in Industrial zoned areas to have masonry facades on walls which are visible from a public street or open space.

Councilmember Mejia commented that these amendments are more business friendly.

Mayor Knight opened the public hearing.

Speaking regarding the proposed amendments to the Lancaster Development Code:

Nancy Moffett, 2105 N. Houston School, commended staff and Council's efforts to rehab existing buildings; asked that Council look at the section of the proposed ordinance regarding industrial buildings, suggesting that language in the proposed ordinance may co-mingle new and existing construction as written and it should be separate; commented that with regard to the car wash use, her experiences as a previous owner of a car wash would indicate that Council may want to think carefully about the car wash use and the different types such as self service versus full service; urged Council to table the amendments and give these points further consideration.

There were no other speakers for or against the proposed amendments.

MOTION: Councilmember Weaver made a motion, seconded by Councilmember Mejia, to close the public hearing. The vote was cast 5 for, 0 against [Hairston, Morris absent].

MOTION: Councilmember Weaver made a motion, seconded by Councilmember Mejia, to approve an ordinance amending the Lancaster Development Code, by amending Article 14.400, Section 14.401 "Land Use Schedule," by amending the Land Use Table; by amending Article 14.400, Section 14.402, "Use Standards," Subsection (b)(3) Bed and Breakfast Operation, providing new locations for bed and breakfast operations to be allowed; and by amending Article 14.500, Section 14.505 "Industrial Districts," removing requirements for masonry material on exterior walls for existing structures. The vote was cast 5 for, 0 against [Hairston, Morris absent].

5. Discuss and consider Resolution 2012-01-11 approving the terms and conditions of the Letter Agreement providing for consent of assignment of the Tax Abatement Agreement with CS Lancaster LLC to Duke Realty Limited Partnership; and authorizing the City Manager to execute the Letter Agreement.

Economic Development Director Brady stated that the City entered into a tax abatement agreement with Seefried Properties (CS Lancaster LLC) in 2009 for their property at West Road and IH-35E. The agreement allows for assignment to other parties. Seefried Properties has sold the property to Duke Realty Partnership and desires to exercise the assignment provision of the agreement. The agreement expires in April 2013 if no construction has commenced on the property.

MOTION: Councilmember Daniels made a motion, seconded by Councilmember Mejia, to approve Resolution 2012-01-11 approving the terms and conditions of the Letter Agreement providing for consent of assignment of the Tax Abatement Agreement with CS Lancaster LLC to Duke Realty Limited Partnership. The vote was cast 5 for, 0 against [Hairston, Morris absent].

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

The meeting was adjourned at 7:26 p.m.

ATTEST:

APPROVED:

Dolle K. Downe, City Secretary

Marcus E. Knight, Mayor

LANCASTER CITY COUNCIL
Agenda Communication for
February 13, 2012

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AG12-002

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.

This request supports the City Council 2011-2012 Policy Agenda.

Goal: Sound Infrastructure

Background

The City owns and leases five rows of T-hangars (building 660-700) of three different sizes based off aircraft wingspan. There are 92 units that the City rents for aircraft storage with end cap commercial spaces on the east end of each hangar row. The City T-hangars are near full occupancy most of the time. This agenda item brings forward a non-commercial lease agreement for a new tenant, Mr. Frank Lane Vinci.

Considerations

- **Operational** - The City T-hangar non-commercial lease is used for private aircraft owners.
- **Legal** - The lease agreement template was reviewed and approved by the City Attorney.
- **Financial** - Lease rates vary based on size of the hangar. All rates were approved in the City's Master Fee Schedule.
- **Public Information** – There are no public information requirements.

Options/Alternatives

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

Recommendation

Staff recommends approval of the resolution.

Attachments

- Resolution
- Exhibit "A" Lease Agreement

Prepared and submitted by:
Mark Divita, Airport Manager

Date: February 1, 2012

RESOLUTION NO. 2012-02-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE CITY OWNED T-HANGAR NON-COMMERCIAL LEASE FROM BUILDING 670 AT LANCASTER REGIONAL AIRPORT; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID LEASES; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

SECTION 3. This Resolution shall become effective immediately from and after its passage, as the law and charter in such cases provide.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 13th day of February 2012.

ATTEST:

APPROVED:

Dolle K. Downe, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



LANCASTER REGIONAL AIRPORT

Agreement for Lease of T-Hangar for Storage of Aircraft

Non-Commercial Tenants

This CONTRACT and AGREEMENT OF LEASE, made this _____ day of _____, 2012, between the City of Lancaster, Texas, a municipal corporation, ("LESSOR") and _____ Frank Lane Vinci _____, ("LESSEE"), evidences the following:

I.

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

1. **Premises:** Hangar Row and Suite 670 - 110, located at the Airport, and consisting of approximately 1,018 square feet ("Leased Premises").
2. **Uses:** The leased premises shall be used and occupied only for the storing of aircraft owned, leased, and/or legally operated by LESSEE and related equipment. The leased premises shall be used and occupied only for the personal, business, and/or private use of the LESSEE. LESSEE shall provide LESSOR with a copy of the FAA Certificate of Aircraft Registration for the aircraft to be stored under this agreement. If the registration is not in the name of LESSEE, a copy of a valid lease or other documentation showing a possessory interest in the aircraft shall be provided. LESSEE shall not store non-aviation items such as house hold goods in leased premises. LESSEE shall not use the leased premises for any on going business or commercial operations warehousing goods or services for sale to third parties.
3. **Term:** The term of this lease will be from month to month, beginning the _____ day of _____, 2012. Either party may cancel and terminate this agreement by serving thirty (30) days written notice of its election to do so.
4. **Rent:** LESSEE shall pay LESSOR as rent \$ 96.00 per month, due and payable in advance on the first day of each month.

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

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

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

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

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

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

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

II.

STANDARD TERMS AND PROVISIONS

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

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

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

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

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

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

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

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

made.

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

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

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

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

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

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

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

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

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

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

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

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

a. LESSEE shall fail to pay any installment of rent, and such failure shall continue for a period of ten (10) days following the due date of said installment.

b. LESSEE shall fail to comply with any term, provision or covenant of this Lease Agreement, other than the payment of rent, and shall not cure such failure within twenty (20) days after written notice thereof to LESSEE.

c. LESSEE shall fail to provide lock combination or key to lock on assigned hangar to airport administration.

d. LESSEE shall fail to provide accurate and correct contact information as set forth in paragraph 18 – "Notices".

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

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

b. Enter upon and take possession of the premises and expel or remove LESSEE and any other person who may be occupying the premises or any part thereof, by force if necessary, without being liable for prosecution or any claim of damages therefor; and if LESSOR so elects, re-let the premises on such terms as LESSOR shall deem advisable and receive the rent thereof; and LESSEE agrees to pay to LESSOR on demand any deficiency that may arise by reason of such re-letting.

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

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

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

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

12. **Surrender of Premises:** Upon termination of this lease by either party, or by reason of default or otherwise, LESSEE shall remove itself, aircraft, and all other personal property, debris and equipment stored by LESSEE in and upon the premises. LESSEE shall, at its own expense, repair any damage cause by LESSEE'S use. LESSEE shall, upon termination of this lease, surrender the premises to LESSOR in the same condition as received, ordinary wear and tear excepted. LESSOR will charge a reasonable fee for cleaning and/or disposal of any items left behind upon the premises.

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

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

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

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

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

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

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

LESSEE: Name: Frank Lane Vinci
Address 1: 8637 Chadbourne Rd
Address 2: Dallas, TX 75209

Phone: 214-358-4939

E-Mail: _____

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

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

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

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

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

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

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

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

CITY OF LANCASTER, LESSOR

LESSEE:

By: _____
Opal Mauldin Robertson,
City Manager



ATTEST:

Dolle K. Downe, City Secretary

LANCASTER CITY COUNCIL
Agenda Communication for
February 13, 2012

3

AG12-003

Consider a resolution dedicating City land along Wintergreen Road from Dallas Avenue to Jefferson Street as public right-of-way (Parcel 4), and parcels 4PE-1, 4PE-2, and 4DE as permanent and drainage easements for construction, future maintenance and utility corridor; and authorizing the Mayor to execute this resolution.

This request supports the City Council 2011-2012 Policy Agenda.

Goal: Sound Infrastructure

Background

In November 2004, the City of Lancaster partnered with Dallas County through their 2003 Major Capital Improvement Program (MCIP III) Call for Projects to construct the Wintergreen Road Project from Dallas Avenue to Jefferson Street. The project upgraded this section of Wintergreen Road from a two-lane asphalt road to a four-lane concrete roadway with a divided median.

During the design of the project, the City owned certain parcels along Wintergreen Road that were identified as right-of-way, permanent easements and drainage easement necessary for the construction, future maintenance and utility corridor required for the project. At the time, consensus was reached that instead of formally dedicating and recording the parcels as right-of-way for the project to Dallas County that the City of Lancaster would maintain the legal descriptions and plats of the parcels in their files. After completion of the project in August 2007, these same parcels continued to be used as public right-of-way, permanent easements and drainage easement.

The unrecorded right-of-way and easements along this section of Wintergreen Road have come to the attention of Dallas County. Dallas County is now seeking official dedication of the parcels from the City as public right-of-way and easements along this section of Wintergreen.

Considerations

- **Operational** - There is no operational change. Since the completion of the project, these four parcels have been and will continue to be used as public right-of-way,

permanent easements and drainage easement along this section of Wintergreen Road.

- **Legal** – The City Attorney has review and approved the resolution as to form.
- **Financial** – There is no financial impact.
- **Public Information** – There are no public information requirements.

Options/Alternatives

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

Recommendation

Staff recommends approval of the resolution dedicating the parcels as public right-of-way and easements along this section of Wintergreen Road.

Attachments

- Resolution
- Exhibit A
 - Legal Descriptions
 - Parcel Plats
- Dallas County letter dated December 7, 2004

Prepared and submitted by:
Clovia English, Public Works Director

Date: February 2, 2012

RESOLUTION NO. 2012-02-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, DEDICATING LAND ALONG WINTERGREEN ROAD FROM DALLAS AVENUE TO JEFFERSON STREET AS PUBLIC RIGHT-OF-WAY (PARCEL 4) AND PARCELS 4PE-1, 4PE-2, AND 4DE AS PERMANENT AND DRAINAGE EASEMENTS FOR CONSTRUCTION, FUTURE MAINTENANCE AND UTILITY CORRIDOR; SAID PARCELS BEING SITUATED IN THE M. M. MILLER SURVEY, ABSTRACT NO. 874, IN THE CITY OF LANCASTER, DALLAS COUNTY, TEXAS, AS OUTLINED AND DEPICTED IN EXHIBIT "A" CONSISTING OF LEGAL DESCRIPTIONS AND PARCEL PLATS ATTACHED HERETO AND INCORPORATED HEREIN; AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION; PROVIDING FOR THE FURNISHING OF A CERTIFIED COPY OF THIS RESOLUTION FOR RECORDING IN THE REAL PROPERTY RECORDS OF DALLAS COUNTY, TEXAS, AS A DEED; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 2004 the City of Lancaster partnered with Dallas County in a Major Capital Improvement Program (MCIP III) Call for Projects to construct the Wintergreen Road from Dallas Avenue to Jefferson Street Project No 31303; and

WHEREAS, the City of Lancaster owned four parcels (Parcel No. 4, 4PE-1, 4PE-2 and 4DE) adjacent to this section of Wintergreen Road that were mutually agreed upon to be used as public right-of-way, permanent easements and drainage easement necessary for the construction, future maintenance and utility corridor required for the Project; and

WHEREAS, said parcels were not initially required to be formally dedicated as public right-of-way, permanent easements and drainage easement during the construction of the project; and

WHEREAS, since completion of the project in August 2007, said parcels have continued to serve as public right-of-way, permanent easements and drainage easement along this section of Wintergreen Road; and

WHEREAS, the County of Dallas now desires said parcels to be formally dedicated as public right-of-way, permanent easements and drainage easement along this section of Wintergreen Road; and

WHEREAS, upon full review and consideration of this Resolution, and all matters attendant and related thereto, the City Council is of the opinion that the said four parcels of land should be dedicated as public right-of-way, permanent easements and drainage easement along Wintergreen Road from Dallas Avenue to Jefferson Street.

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

SECTION 1. That the City Council hereby dedicates public right-of-way, permanent easements and drainage easement for Wintergreen Road from Dallas Avenue to Jefferson Street as set forth in Exhibit A, attached hereto and incorporated herein by reference for all purposes, and authorizes the Mayor to execute this resolution.

SECTION 2. That the City Secretary is authorized and directed to prepare a certified copy of this Resolution and furnish the same to the County of Dallas, and the recording of this Resolution in the real property records of Dallas County, Texas, shall serve as evidence of the official dedication of said parcels as described and depicted in Exhibit A for public right-of-way from the City of Lancaster.

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

DULY PASSED by the City Council of the City of Lancaster, Texas, on this the 13th day of February 2012.

APPROVED:

MARCUS E. KNIGHT, MAYOR

ATTEST:

DOLLE K. DOWNE, CITY SECRETARY

APPROVED AS TO FORM:

ROBERT E. HAGER, CITY ATTORNEY

**WINTERGREEN ROAD
Project 31303
Parcel 4
December 1, 2004**

EXHIBIT "A"

Being a part of a 2 tracts of land situated in the M.M. Miller Survey, Abstract No. 874, Dallas County, Texas, being part of a Lancaster City Park No. 1, Addition, City of Lancaster, Texas, Dallas County, Texas, (263.50 acres), as recorded in Volume 2001151, Page 5 Map Records Dallas county Texas [M.R.D.C.T.], and also being part of a 15.00 acre tract conveyed to the City of Lancaster, Texas, recorded in Volume 2002039, Page 01144, Deed Records Dallas County, Texas hereafter called 15.00 Acre Tract and being more particularly described as follows:

COMMENCING at a iron rod with "Graham Assoc Inc" cap found for a Northwesterly interior corner of Lancaster City Park No. 1;

THENCE in a Northerly direction along the boundary line of the Lancaster City Park No. 1 for the next two (2) calls;

North 00° 06' 01" East a distance of 428.73 feet, to a ½ inch iron rod found for corner;

North 20° 30' 05" West a distance of 396.89 feet, to a ½ inch iron rod found for corner, said corner is in the existing South ROW of Wintergreen Road (a 80' ROW), from which a ½ inch iron rod found bears North 81° 15' East a distance of 0.89 feet,;

THENCE South 89° 53' 59" East a distance of 1,638.00 feet, along existing South ROW line of Wintergreen Road to a ½ inch iron rod found with yellow cap for a corner and the POINT OF BEGINNING;

THENCE South 89° 53' 59" East a distance of 870.18 feet to a ½ inch iron rod found with yellow cap and continuing for a total distance of 1,678.51 feet, along existing South ROW line of Wintergreen Road to a ½ inch iron rod found for corner, said corner is in the West ROW line of Jefferson Road and the Northeast corner of 15.00 Acre Tract;

THENCE South 00° 15' 19" West a distance of 55.05 feet, along West ROW line of Jefferson Road to a ½ inch iron rod set for corner, said corner is in the proposed cutback line between the West ROW line of Jefferson Road and the proposed South ROW line of Wintergreen Road and from which a ½ inch iron rod found bears South 00° 15' 19" West a distance of 753.28 feet;

THENCE North 44° 49' 46" West a distance of 35.30 feet, along proposed cutback to a ½ inch iron rod set for corner, said corner is in the proposed South ROW line of Wintergreen Road;

THENCE North 89° 54' 50" West a distance of 1,653.79, leaving said cutback, along proposed South ROW line of Wintergreen Road to a ½ inch iron rod set for corner;

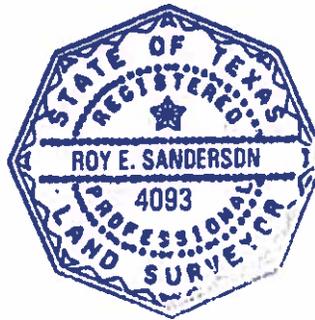
THENCE North 00° 46' 57" East a distance of 30.46 feet, leaving proposed South ROW line of Wintergreen Road to the POINT OF BEGINNING and containing 1.1730 acres (51,097 sq ft);

BASIS OF BEARING is the existing South ROW line of Wintergreen Road as described Lancaster City Park No. 1, Sta. 1+00 to Sta. 13+67.68 South 89° 51' 03" East and Sta. 13+67.68 to Sta. 43+40.48 South 89° 54' 50" East used as center lines of Wintergreen Road.

By: Roy E. Sanderson

Date: 12/03/04

Roy E. Sanderson
Registered Professional Land Surveyor
Texas No. 4093



**WINTERGREEN ROAD
Project 31303
Parcel 4 (PE-1)
December 1, 2004**

EXHIBIT "A"

Being a part of a tract of land situated in the M.M. Miller Survey, Abstract No. 874, Dallas County, Texas, and being part of Lancaster City Park No. 1, Addition, City of Lancaster, Texas, Dallas County, Texas, (263.50 acres), as recorded in Volume 2001151, Page 5 Map Records Dallas County Texas [M.R.D.C.T.], and being more particularly described as follows:

COMMENCING at a iron rod with "Graham Assoc Inc" cap found for a Northwesterly interior corner of Lancaster City Park No. 1;

THENCE in a Northerly direction along the boundary line of the Lancaster City Park No. 1 for the next two (2) calls;

North 00° 06' 01" East a distance of 428.73 feet, to a ½ inch iron rod found for corner;

North 20° 30' 05" West a distance of 396.89 feet, to a ½ inch iron rod found for corner, said corner is in the existing South ROW of Wintergreen Road (a 80' ROW), from which a ½ inch iron rod found bears North 81° 15' East a distance of 0.89 feet,;

THENCE South 89° 53' 59" East a distance of 1,638.00 feet, along the existing South ROW line of Wintergreen Road, to a ½ inch iron rod found with yellow cap for a corner;

THENCE South 00° 46' 57" West a distance of 30.46 feet, leaving existing South ROW line to a ½ inch iron rod set for corner and the POINT OF BEGINNING;

THENCE South 89° 54' 50" East a distance of 725.04 feet, along proposed South ROW line of Wintergreen Road to a ½ inch iron rod set for corner;

THENCE South 00° 05' 10" West a distance of 6.00 feet, leaving proposed South ROW line to a ½ inch iron rod set for corner;

THENCE South 89° 19' 20" West, a distance of 450.04 feet, to a ½ inch iron rod set for corner;

THENCE North 89° 54' 50" West a distance of 275.19 feet, to a ½ inch iron rod set for corner;

THENCE North 00° 46' 57" East a distance of 12.00 feet, to the POINT OF BEGINNING and containing 0.169 acres (7,361 sq ft);

BASIS OF BEARING is the existing South ROW line of Wintergreen Road as described in Lancaster City Park No. 1, Sta. 1+00 to Sta. 13+67.68 South 89° 51' 03" East and Sta. 13+67.68 to Sta. 43+40.48 South 89° 54' 50" East used as center lines of Wintergreen Road.

By: Roy E. Sanderson

Date: 12/03/04

Roy E. Sanderson
Registered Professional Land Surveyor
Texas No. 4093



**WINTERGREEN ROAD
Project 31303
Parcel 4 (PE-2)
December 1, 2004**

EXHIBIT "A"

Being part of a tract of land situated in the M.M. Miller Survey, Abstract No. 874, Dallas County, Texas, and also part of a 15.00 acre tract conveyed to the City of Lancaster, Texas, by the General Warranty Deed as recorded in Volume 2002039, Page 01144, Deed Records Dallas County Texas, [D.R.D.C.T.], hereafter called 15.00 Acre Tract and being more particularly described as follows:

COMMENCING at a ½ inch iron rod found for corner, said corner is in the West ROW line of Jefferson Road (80' ROW) and is the Southeast corner of 15.00 Acre Tract;

THENCE North 00° 15' 19" East, a distance of 753.25 feet, along existing West ROW line of Jefferson Road to a ½ inch iron rod set for corner, said corner is in the proposed cut-back line between the West ROW line of Jefferson Road and the proposed South ROW line of Wintergreen Road;

THENCE North 44° 49' 46" West, a distance of 21.18 feet, along proposed cut-back to a ½ inch iron rod set for corner and the POINT OF BEGINNING;

THENCE North 89° 54' 50" West, a distance of 138.71 feet, leaving said cut-back line to a ½ inch iron rod set for corner;

THENCE North 00° 05' 10" East, a distance of 10.00 feet, to a ½ inch iron rod set for corner, said corner is in the proposed South ROW line of Wintergreen Road;

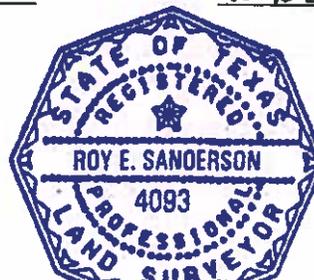
THENCE South 89° 54' 50" East, a distance of 128.74 feet, along proposed South ROW line of Wintergreen Road to a ½ inch iron rod set for corner, said corner is in the proposed said cut-back line;

THENCE South 44° 49' 46" East, a distance of 14.12 feet, along said cut-back to the POINT OF BEGINNING and containing 0.028 acres (1,240 sq ft);

BASIS OF BEARING is the existing South ROW line of Wintergreen Road as described in the Final Plat of Lancaster City Park No. 1 Addition, City of Lancaster, Texas, Dallas County, Texas, as recorded in Volume 2001151, Page 5, D.R.D.C.T., Sta. 1+00 to Sta. 13+67.68 South 89° 51' 03" East and Sta. 13+67.68 to Sta. 43+40.48 South 89° 54' 50" East used as center lines of Wintergreen Road.

By: Roy E. Sanderson
Roy E. Sanderson
Registered Professional Land Surveyor
Texas No. 4093

Date: 12/03/04



**WINTERGREEN ROAD
Project 31303
Parcel 4 (DE)
March 1, 2005**

EXHIBIT "A"

Being a part of a tract of land situated in the M.M. Miller Survey, Abstract No. 874, Dallas County, Texas, and being part of Lancaster City Park No. 1, Addition, City of Lancaster, Texas, Dallas County, Texas, (263.50 acres), as recorded in Volume 2001151, Page 5 Map Records Dallas County Texas [M.R.D.C.T.], and being more particularly described as follows:

COMMENCING at a ½ inch iron rod found for corner, said corner is in the West ROW line of Jefferson Road (80' ROW) and is the Southeast corner of a 15.00 acre tract conveyed to the City of Lancaster, Texas, by the General Warranty Deed as recorded in Volume 2002039, Page 01144, Deed Records Dallas County Texas, [D.R.D.C.T]:

THENCE North 00° 15' 19" East, a distance of 753.25 feet, along existing West ROW line of Jefferson Road to a ½ inch iron rod set for corner, said corner is in the proposed cut-back line between the West ROW line of Jefferson Road and the proposed South ROW line of Wintergreen Road;

THENCE North 44° 49' 46" West, a distance of 35.30 feet, along proposed cut-back to a ½ inch iron rod set for corner said corner is in the proposed South ROW line of Wintergreen road;

THENCE North 89° 54' 50" West a distance of 1,646.48 feet along the proposed South ROW line of Wintergreen Road to a ½ inch iron rod set for corner and POINT OF BEGINNING;

THENCE South 29° 54' 50" East a distance of 75.64 feet, leaving proposed South ROW line of Wintergreen Road to a ½ inch iron rod set for corner;

THENCE along a curve to the right having a radius of 129.00', a central angle of 30° 41' 47", a arc length of 69.11', a tangent of 35.41', a chord bearing of South 14° 33' 57" East and a chord length of 68.29', to a ½ inch iron rod set for corner;

THENCE South 00° 46' 57" West, a distance of 835.58 feet, to a ½ inch iron rod set for corner said corner;

THENCE along a curve to the left having a radius of 71.00', a central angle of 35° 20' 58", a arc length of 43.80', a tangent of 22.62', a chord bearing of South 16° 53' 32" East and a chord length of 43.11', to a ½ inch iron rod set for corner;

THENCE South 34° 34' 01" East, a distance of 166.55 feet to a ½ inch iron rod set for corner;

THENCE South 55° 25' 59" West, a distance of 58.00 feet to a ½ inch iron rod set for corner;

THENCE North 34° 34' 01" West, a distance of 166.55 feet to a ½ inch iron rod set for corner;

THENCE along a curve to the right having a radius of 129.00', a central angle of 35° 20' 58", a arc length of 79.59', a tangent of 41.11', a chord bearing of North 16° 53' 32" West and a chord length of 78.33', to a ½ inch iron rod set for corner;

THENCE North 00° 46' 57" East, a distance of 835.58 feet, to a ½ inch iron rod set for corner said corner;

THENCE along a curve to the left having a radius of 71.00', a central angle of 23° 43' 27", a arc length of 29.40', a tangent of 14.91', a chord bearing of North 11° 04' 47" West and a chord length of 29.19', to a ½ inch iron rod set for corner;

Thence North 00° 46' 57" East, a distance of 102.24' feet, to a ½ inch iron rod set for corner said corner is in the proposed South ROW line of Wintergreen Road, from which an ½ inch iron rod found with yellow cap bears North 00° 46' 57" East, a distance of 30.21 feet said rod with yellow cap is in the existing South ROW line of Wintergreen Road;

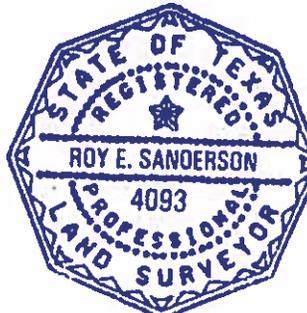
THENCE South 89° 54' 50" East, a distance of 7.31 feet, to the POINT OF BEGINNING and containing 1.5415 acres (67,147 sq ft);

BASIS OF BEARING is the existing South ROW line of Wintergreen Road as described in Lancaster City Park No. 1, Sta. 1+00 to Sta. 13+67.68 South 89° 51' 03" East and Sta. 13+67.68 to Sta. 43+40.48 South 89° 54' 50" East used as center lines of Wintergreen Road.

By: Roy E. Sanderson
Roy E. Sanderson
Registered Professional Land Surveyor
Texas No. 4093

Date: 03/01/05

M:\Wintergreen 31303\dwg\ROW_&_ESMT\PAR_4_DE.doc

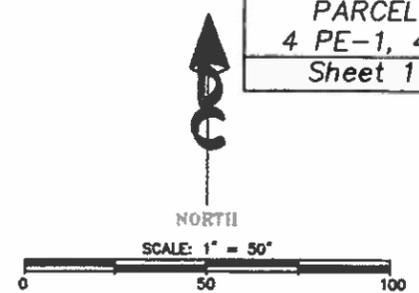


AREA
 LANCASTER CITY PARK No. 1
 GROSS = 11,478,064 sq ft (263.50 Ac)
 PARCEL = 26,417 sq ft (0.6065 Ac)
 NET = 11,451,647 sq ft (262.8935 Ac)
 PARCEL 4 (PE-1) = 7,351 sq ft (0.1688 Ac)

AREA
 15.00 ACRE TRACT
 GROSS = 653,400 sq ft (15.000 Ac)
 PARCEL = 24,680 sq ft (0.5666 Ac)
 NET = 628,720 sq ft (14.4334 Ac)
 PARCEL 4 (PE-2) = 1,337 sq ft (0.0307 Ac)

CEDAR VALLEY COLLEGE ADDITION
 CITY OF DALLAS & CITY OF LANCASTER
 DALLAS COUNTY, TEXAS
 VOL. 74247, PG. 706
 DALLAS COUNTY COMMUNITY COLLEGE DISTRICT

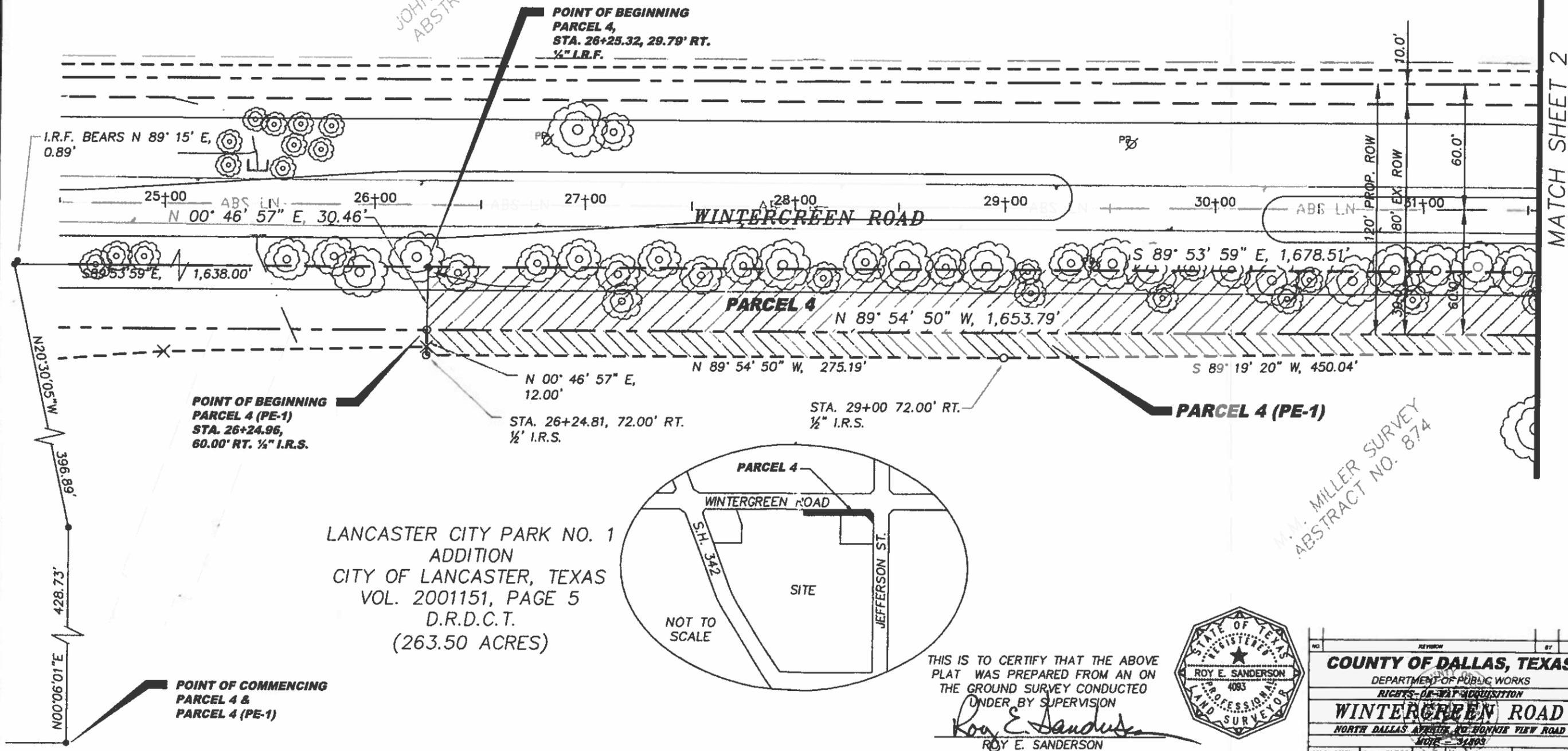
PARCEL # 4,
 4 PE-1, 4 PE-2
 Sheet 1 of 3



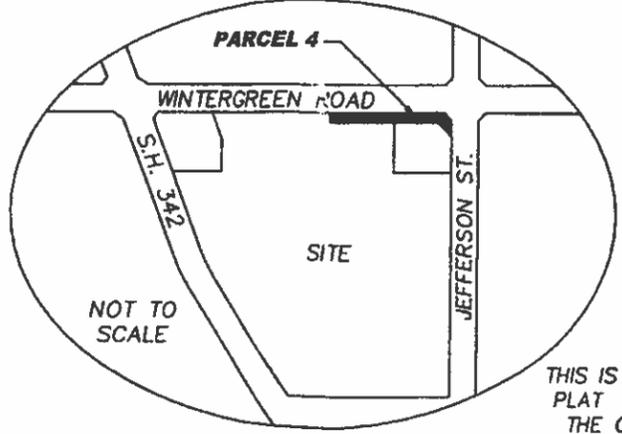
City Limit ----- City Limit ----- City Limit -----
 DALLAS
 LANCASTER

JOHN HALL SURVEY
 ABSTRACT NO. 601

M.M. MILLER SURVEY
 ABSTRACT NO. 874



LANCASTER CITY PARK NO. 1
 ADDITION
 CITY OF LANCASTER, TEXAS
 VOL. 2001151, PAGE 5
 D.R.D.C.T.
 (263.50 ACRES)



THIS IS TO CERTIFY THAT THE ABOVE
 PLAT WAS PREPARED FROM AN ON
 THE GROUND SURVEY CONDUCTED
 UNDER MY SUPERVISION
 Roy E. Sanderson
 ROY E. SANDERSON

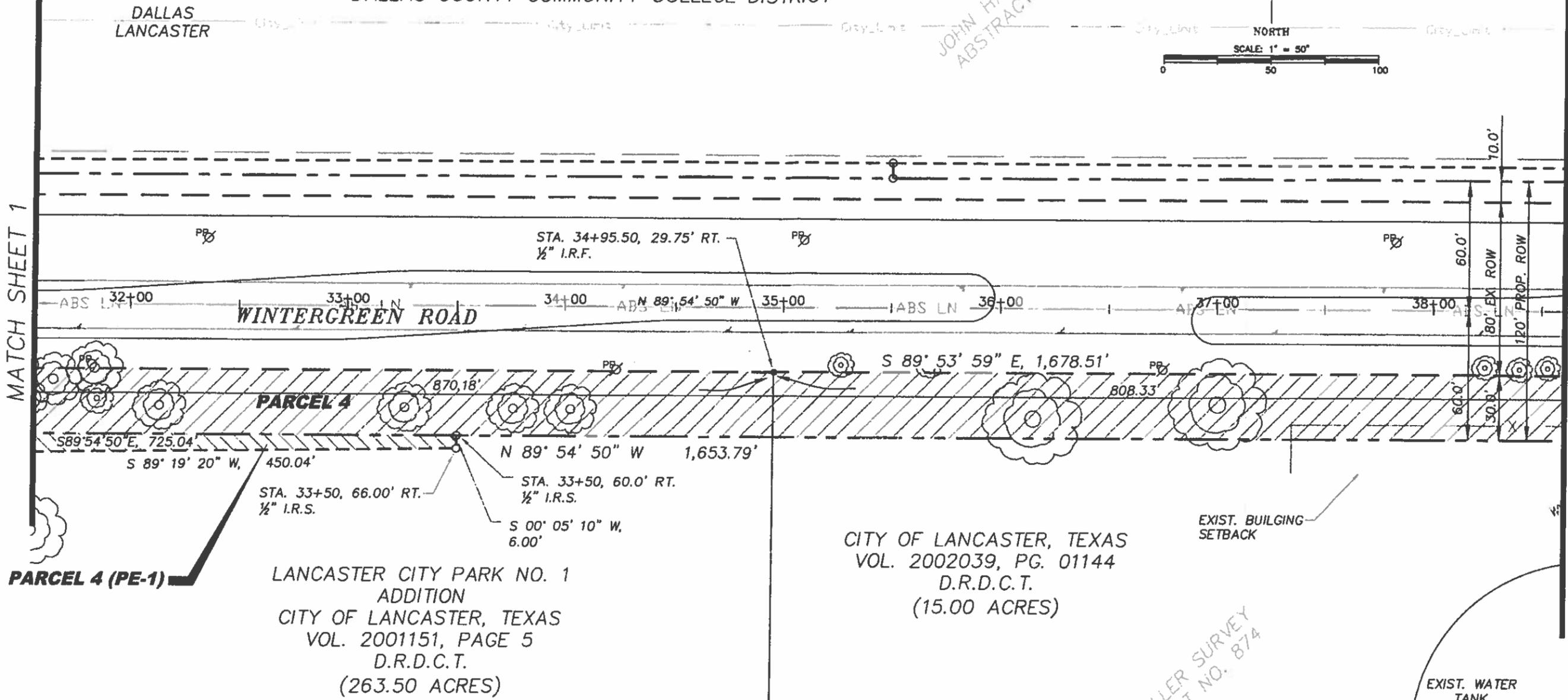
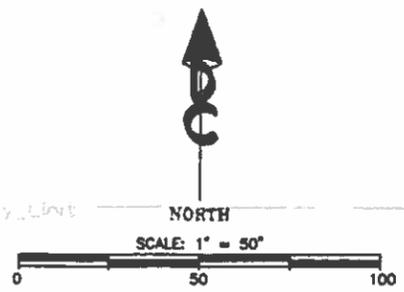


NO.	REVISION	BY	DATE
COUNTY OF DALLAS, TEXAS			
DEPARTMENT OF PUBLIC WORKS			
RIGHTS-OF-WAY ACQUISITION			
WINTERGREEN ROAD			
NORTH DALLAS AVENUE TO BONNIE VIEW ROAD			
NOTE - 34893			
DESIGNED-XXX	DRAWN-ENGERS	DATE	BY
APPROVED-XXX	CHECKED-XX	SCALE 1" = 50'	SHEET 1 OF 3

CEDAR VALLEY COLLEGE ADDITION
 CITY OF DALLAS & CITY OF LANCASTER
 DALLAS COUNTY, TEXAS
 VOL. 74247, PG. 706
 DALLAS COUNTY COMMUNITY COLLEGE DISTRICT

PARCEL # 4,
 4 PE-1, 4 PE-2
 Sheet 2 of 3

JOHN HALL SURVEY
 ABSTRACT NO. 601



PARCEL 4 (PE-1)

LANCASTER CITY PARK NO. 1
 ADDITION
 CITY OF LANCASTER, TEXAS
 VOL. 2001151, PAGE 5
 D.R.D.C.T.
 (263.50 ACRES)

CITY OF LANCASTER, TEXAS
 VOL. 2002039, PG. 01144
 D.R.D.C.T.
 (15.00 ACRES)

LEGEND

FIRE HYDRANT		EXIST. PAVING	
GUY WIRES		PROPOSED CURB	
SANITARY SEWER MANHOLE		PROPOSED EASEMENT	
WATER MANHOLE		PROPOSED ROW LINE	
STORM SEWER MANHOLE OR INLET		CITY LIMITS	
POWER POLE		FENCE	
TREES		ABSTRACT LINE	
IRF (IRON ROD FOUND)			
IRS (IRON ROD SET)			

M.M. MILLER SURVEY
 ABSTRACT NO. 874

THIS IS TO CERTIFY THAT THE ABOVE
 PLAT WAS PREPARED FROM AN ON
 THE GROUND SURVEY CONDUCTED
 UNDER MY SUPERVISION

 ROY E. SANDERSON



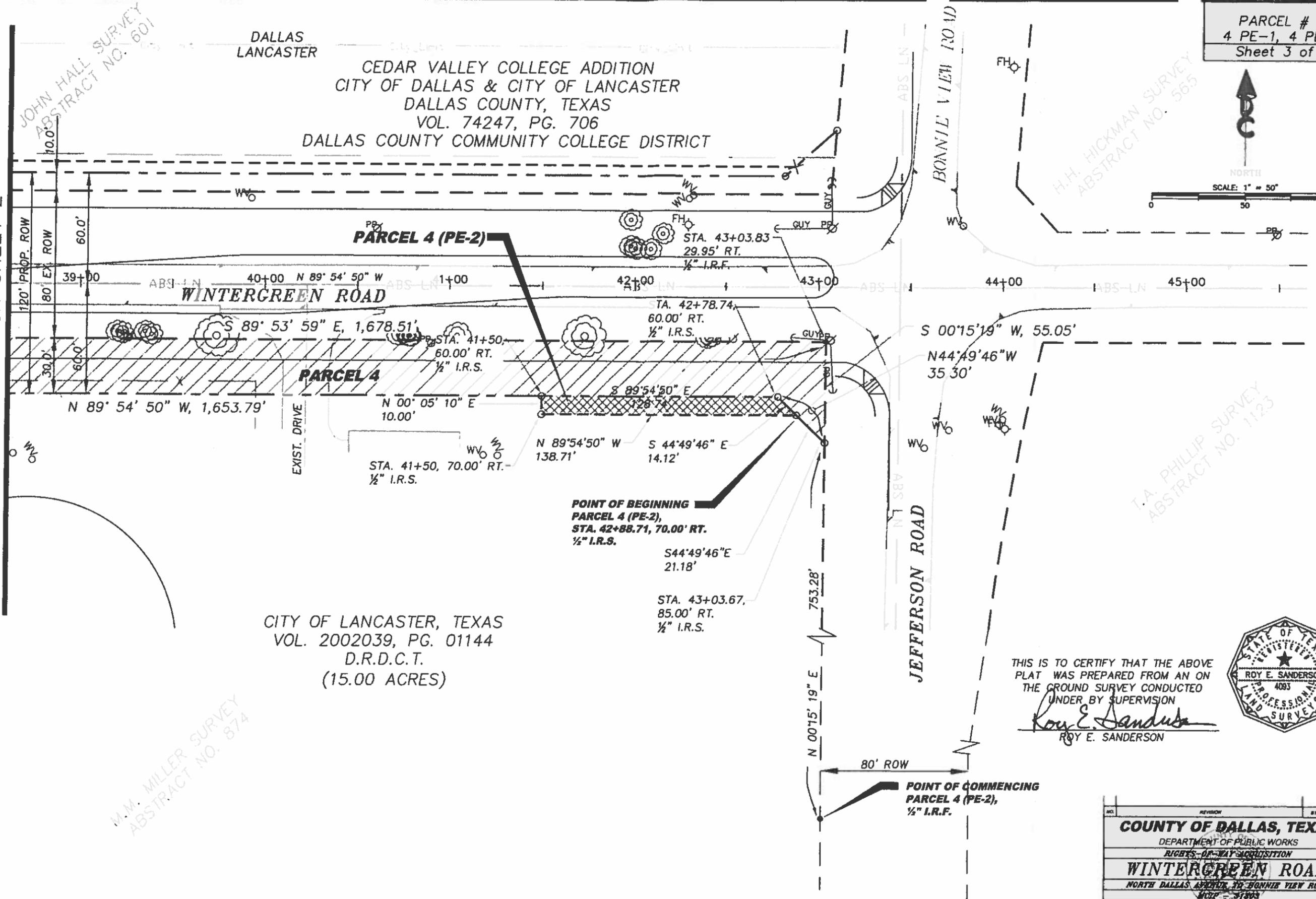
NO.	REVISION	BY	DATE
COUNTY OF DALLAS, TEXAS			
DEPARTMENT OF PUBLIC WORKS			
RIGHTS-OF-WAY ACQUISITION			
WINTERGREEN ROAD			
NORTH DALLAS AVENUE TO BONNIE VIEW ROAD			
M.D.P. - 24803			
DESIGNED-XXX	DRAWN-WEBERS	DATE: 12	FILE: PAR_LAND
APPROVED-XXX	CHECKED-XX	SCALE: 1" = 50'	SHEET: 2 OF 3

PARCEL # 4,
4 PE-1, 4 PE-2
Sheet 3 of 3



DALLAS
LANCASTER
CEDAR VALLEY COLLEGE ADDITION
CITY OF DALLAS & CITY OF LANCASTER
DALLAS COUNTY, TEXAS
VOL. 74247, PG. 706
DALLAS COUNTY COMMUNITY COLLEGE DISTRICT

MATCH SHEET 2



CITY OF LANCASTER, TEXAS
VOL. 2002039, PG. 01144
D.R.D.C.T.
(15.00 ACRES)

POINT OF BEGINNING
PARCEL 4 (PE-2),
STA. 42+88.71, 70.00' RT.
½" I.R.S.
S 44° 49' 46" E
21.18'
STA. 43+03.67,
85.00' RT.
½" I.R.S.

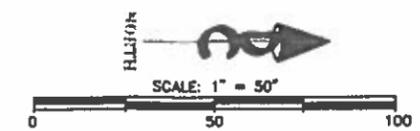
POINT OF COMMENCING
PARCEL 4 (PE-2),
½" I.R.F.

THIS IS TO CERTIFY THAT THE ABOVE
PLAT WAS PREPARED FROM AN ON
THE GROUND SURVEY CONDUCTED
UNDER BY SUPERVISION
Roy E. Sanderson
ROY E. SANDERSON



M.M. MILLER SURVEY
ABSTRACT NO. 874

NO.	REVISION	BY	DATE
COUNTY OF DALLAS, TEXAS			
DEPARTMENT OF PUBLIC WORKS			
RIGHTS-OF-WAY ACQUISITION			
WINTERGREEN ROAD			
NORTH DALLAS AVENUE TO BONNIE VIEW ROAD			
MULP - 31893			
DESIGNED-XXX	DRAWN-EMBERS	DATE-XX	FILE- PAR. 4000
APPROVED-XXX	CHECKED-XX	SCALE- 1" = 50'	SHEET 3 OF 3



M. M. MILLER SURVEY
ABSTRACT NO. 874

EXIST. 15' SANITARY SEWER EASEMENT

LANCASTER CITY PARK NO. 1
ADDITION
CITY OF LANCASTER, TEXAS
VOL. 2001151, PAGE 5
D.R.D.C.T.
(263.50 ACRES)

CURVE TO LT.
R = 71.00'
DELTA = 23°43'27"
ARC = 29.40'
T = 14.91'
CB = N 11° 04' 47" W
CHORD = 29.19'

PROP. HEADWALL
STA. 26+23.71
162.23' RT.
1/2" I.R.S.

PROP. CULVERT

CURVE TO RT.
R = 129.00'
DELTA = 35° 20' 58"
ARC = 79.59'
T = 41.11'
CB = N 16° 53' 32" W
CHORD = 78.33'

STA. 26+19.21
1,026.39' RT., I.R.S.

STA. 26+29.37, 190.87' RT., 1/2" I.R.S.

STA. 26+24.96
60.00' RT.
1/2" I.R.S.

STA. 26+42.08
1,101.31' RT.
1/2" I.R.S.

N 00° 46' 57" E, 915.81'
N 00° 46' 57" E, 835.58'

PARCEL 4 (DE)

EXIST. DRAINAGE DITCH
WIDTH VARIES

STA. 26+87.36, 191.57' RT., 1/2" I.R.S.

1/2" I.R.F./
YELLOW CAP

STA. 27+36.79
1,238.31' RT.
1/2" I.R.S.

N 34° 34' 01" W 766.65'
N 34° 34' 01" W 166.55'

STA. 26+77.21
1,027.10' RT., I.R.S.

S 00° 46' 57" W, 835.58'

CURVE TO RT.
R = 129.00'
DELTA = 30° 41' 47"
ARC = 69.11'
T = 35.41'
CB = S 14° 33' 57" E
CHORD = 68.29'

STA. 26+70.90, 125.51' RT., 1/2" I.R.S.

POINT OF BEGINNING
PARCEL 4 (DE)
STA. 26+32.27, 60.00' RT.
1/2" I.R.S.

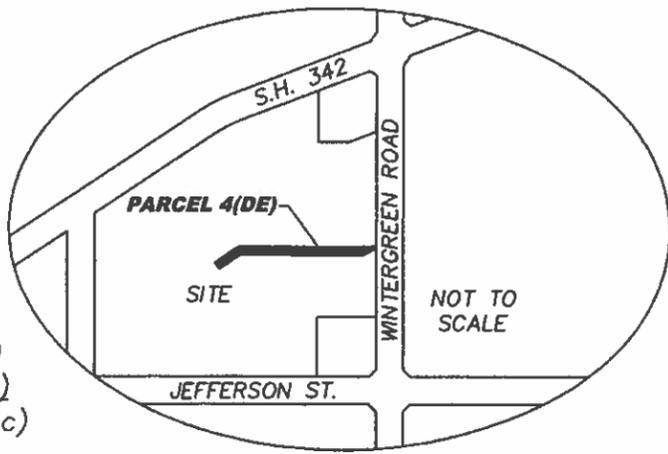
LANCASTER CITY PARK NO. 1
ADDITION
CITY OF LANCASTER, TEXAS
VOL. 2001151, PAGE 5
D.R.D.C.T.
(263.50 ACRES)

STA. 27+84.50
1,205.34' RT.
1/2" I.R.S.

STA. 26+89.80
1,068.34' RT.
1/2" I.R.S.

CURVE TO LT.
R = 71.00'
DELTA = 35° 20' 58"
ARC = 43.80'
T = 22.62'
CB = S 16° 53' 32" E
CHORD = 43.11'

WINTERGREEN ROAD



POINT OF COMMENCING
PARCEL 4 (DE)

N 00° 15' 19" E 753.28'

N 44° 49' 46" W 35.30'

AREA
LANCASTER CITY PARK No. 1
GROSS = 11,478,064 sq ft (263.50 Ac)
PARCEL = 26,417 sq ft (0.6065 Ac)
NET = 11,451,647 sq ft (262.8935 Ac)

PARCEL 4 (PE-1) = 7,351 sq ft (0.1688 Ac)
PARCEL 4 (DE) = 67,147 sq ft (1.5415 Ac)

THIS IS TO CERTIFY THAT THE ABOVE
PLAT WAS PREPARED FROM AN ON
THE GROUND SURVEY CONDUCTED
UNDER MY SUPERVISION

Roy E. Sanderson
ROY E. SANDERSON 02/01/05



NO.	REVISION	BY	DATE
COUNTY OF DALLAS, TEXAS			
DEPARTMENT OF PUBLIC WORKS			
RIGHTS-OF-WAY ACQUISITION			
WINTERGREEN ROAD			
NORTH DALLAS AVENUE TO BONNIE VIEW ROAD			
DATE: 5/2005			
DESIGNED-XXX	DRAWN-XXXX	DATE: 05	FILE: PAR_4090
APPROVED-XXX	CHECKED-XX	SCALE: 1" = 50'	SHEET: 1 OF 3



DALLAS COUNTY
PUBLIC WORKS

RECEIVED
12-7-04

SID
OKAY
they are

07 December 2004

MEMORANDUM

TO: Seias Camarillo, P.E., Assistant Director, Property Division
FROM: Jack D. Hedge, P.E., Mgr., Civil Design Section J DH
SUBJECT: ROW Legal Descriptions, Parcel Plats and ROW Map
Wintergreen Road Project # 31303
From Dallas Avenue to Jefferson Street in City of Lancaster

Attached are two original, sealed sets of the legal descriptions and parcel plats dated 1 Dec 2004 for the following abutting property owners on the captioned project:

Dallas County Community College District (DCCCD)

- Parcel 1
- Parcel 1 (PE)
- Parcel 1 (DE)
- Parcel 1 (TE-1)
- Parcel 1 (TE-2)

Diane Garvin (Coffman) Tract

- Parcel 2
- Parcel 2 (TE)
- Parcel 1 (PE)

complete set

Lancaster Independent School District (LISD)

- Parcel 3 (DE)
- Parcel 3
- Parcel 3 (PE-1)
- Parcel 3 (PE-2)
- Parcel 3 (TE)

dh

City of Lancaster

- Parcel 4
- Parcel 4 (PE-1)
- Parcel 4 (PE-2)

4 DE

The City of Lancaster parcels will not require appraisal since the City Manager has indicated that they will simply keep the legal descriptions and parcel plats in their files without recording them and will permit our construction in those areas.

The parcels for The DCCCD will not have to be appraised since their District Civil Engineer and a DCCCD vice-president confirmed at a recent task force meeting that the District will dedicate the parcels they own as long as the ROW parcel is handled as an easement as opposed to a fee

title transfer. They further asked that all the instruments be given to them at one time for action by its Board of Trustees. DCCCD's point of contact is Jim Farmer, P.E., District Civil Engineer, (972.860.7764).

The Parcels for the LISD ROW and slope easements will not have to be appraised since its point-of-contact, Mr. Elvin Lotten (971.227.4141 XT 2223), has stated that LISD will donate its parcels by the Board's signing the instruments. Additionally, Don Burleson of Gallagher Construction Services, LISD's construction manager, (972.633.0564) has requested that he be kept informed of all ROW developments on the school property to insure that everyone has the correct information.

The Diane Garvin (Coffman) tract must be appraised and negotiated for. There are 5 siblings involved in this ownership. Her telephone number is 972.528.8187.

Please call if there are questions.

Attach: (16)

xc: Alberta Blair-Robinson, P.E., Asst. Dir., Engr. & Constr. Div.
Dale Davidson, P.E., Project Mgr.
Gail Rodriguez, P.E., Civil Engineering Designer
Bill Beatty, Engr. Tech.
Keith Moore, Engr. Tech.
File #31303

31303rowtrans.wdl

LANCASTER CITY COUNCIL
Agenda Communication for
February 13, 2012

4

AG12-004

Discuss and consider a resolution approving a change in name of Cedardale Softball Complex to “Cedardale Park”.

This request supports the City Council 2011-2012 Policy Agenda.

Goal: Civic Engagement

Background

In August 1987, the Texas Parks and Wildlife Commission approved the submitted Cedardale Softball Complex project. The project was completed in 1990 and ready for use. The park had three softball fields which were used for league play and tournaments. In 1996 the sport of softball trended off and the City of Lancaster was approached by Select Baseball Organizations to rent the fields thus requiring that two out of the three fields be modified to accommodate baseball field specifications and including permanent pitching mounds and grass infields.

Since 2006, the primary use of Cedardale Softball Complex has been for youth baseball. The Parks and Recreation Department continues to promote and play baseball at this complex. Since the usage of the complex is not only softball, staff discussed and recommended to the Park and Recreation Advisory Board that the name of the complex be changed to reflect multiple uses and amenities.

On January 21, 2012 the Park and Recreation Advisory Board members were presented with the recommended name change from Cedardale Softball Complex to Cedardale Park. The Park and Recreation Advisory Board approved the name change with a majority vote and recommends City Council consideration.

Considerations

- **Operational** - There are no operational impacts.
- **Legal** - The City Attorney has reviewed the resolution and approved as to form.
- **Financial** – There is no financial impact to the City for renaming Cedardale Softball complex to Cedardale Park.

- **Public Information** – There are no public information requirements

Options/Alternatives

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

Recommendation

Staff recommends Council approve the resolution as presented, changing the name of the Cedardale Softball Complex to “Cedardale Park”.

Attachments

- Resolution
- 01/21/2012 Park and Recreation Advisory Board minutes - Draft

Prepared and submitted by:

Jodi Griggs, Parks/Building Services Superintendent

Date: February 2, 2012

RESOLUTION NO. 2012-02-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING A CHANGE IN NAME OF CEDARDALE SOFTBALL COMPLEX TO "CEDARDALE PARK"; PROVIDING FOR THE REPEAL OF ANY AND ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Mayor and City Council of the City of Lancaster desire to provide park property and facilities for the enjoyment, health and welfare of the citizens of Lancaster; and

WHEREAS, City Council has appointed a Parks and Recreation Advisory Board for the purposes of advising the City Council on matters related to the provision of parks and recreation facilities; and

WHEREAS, the City of Lancaster Parks and Recreation Advisory Board has reviewed and recommends a change in name of the Cedardale Softball Complex to "Cedardale Park" to reflect multiple uses and amenities of the park;

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

SECTION 1. That the City Council having reviewed the request for a change in the name of the Cedardale Softball Complex and found the name change to be acceptable and in the best interest of the City and its citizens hereby approves the change in name of Cedardale Softball Complex to "Cedardale Park".

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

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

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

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 13th day of February 2012.

APPROVED:

Marcus E. Knight, Mayor

ATTEST:

Dolle K. Downe, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



City of Lancaster
PARKS AND RECREATION DEPARTMENT



1700 Veterans Memorial Parkway • Lancaster, TX 75134
972.218.3701 972.218.3648 (FAX)
www.lancaster-tx.com

MEETING

LANCASTER PARKS AND RECREATION ADVISORY BOARD

Saturday, January 21, 2012, 10:30 a.m.

MINUTES

The Members of the Lancaster Parks and Recreation Advisory Board met January 21, 2012 at 11:48 a.m. with a quorum present after the conclusion of the 4B Board Annual Park tour.

Lancaster Parks and Recreation Advisory Board Members Present: Spencer Hervey, Darwin Isham, Cecelia Rutherford, Willene Watson, Donald May, Abe Cooper, and Jerry Giles – **Absent** Mary Sykes

City Staff and Guest Present: Parks and Recreation Director Sean Johnson, Recreation Superintendent Jasmine Lee, Parks/Building Services Superintendent Jodi Griggs, and Administrative Secretary Cynthia D. Williams

Call to Order

Chairperson, Willene Watson called the meeting to order at 11:48 a.m.

I. Consider Approval of Minutes (November 21, 2011)

Mr. Hervey made a motion seconded by Mrs. Rutherford to approve the minutes of November 21, 2011. The motion carried unanimously.

II. Discuss Renaming of Cedardale Softball Complex

Mr. Johnson reported that the City of Lancaster Park Ordinance states that the Board may recommend council to approve to rename a City park with the approval of the Lancaster Parks and Recreation Advisory Board. Staff recommends renaming Cedardale “Softball Complex” in an effort to address the multiple uses and amenities of the park, rather than only softball.

Mr. Hervey made a motion seconded by Mr. Isham to rename Cedardale Softball Complex to “Cedardale Park.” The motion carried unanimously.

III. Winter Youth Basketball Update

Ms. Lee reported that today is the third week of our Winter Youth Basketball League. We have 42 teams consisting of girls and boys teams. Saturday is game days. To date, revenues generated range from \$1500 –

\$1700 each Saturday. Staff will run this league for eight weeks to conclude on March 3, 2012. After that, we will host a tournament. There was further questions/discussion.

IV. Set Agenda for Next Meeting

- All Sports Board Update
- Amphitheater Update
- Arbor Day Update (**Lancaster Parks and Recreation Tree Advisory Board**)
- Youth Sports Council Update
- Overall Update for City of Lancaster Events
- Operation/Maintenance Cost on Moreland Property Update
- Standards of Care

V. Adjournment

Mr. Hervey made a motion seconded by Mrs. Rutherford to adjourn. All present approved and the meeting adjourned at 12 Noon.

ATTEST:

Cynthia D. Williams, Administrative Secretary

APPROVED:

**Willene Watson, Chairperson
Lancaster Parks and Recreation Advisory Board**