



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

**Monday, November 10, 2014 - 7:00 PM**

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**CALL TO ORDER**

**INVOCATION:** Ministerial Alliance

**PLEDGE OF ALLEGIANCE:** Councilmember Marco Mejia

**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 13, 2014 and Special Meeting held October 20, 2014.
- C2. Consider a resolution approving the terms and conditions of the City owned T-Hangar non-commercial lease from building 660 at the Lancaster Regional Airport.
- C3. Consider a resolution authorizing the award of bid 2014-184 to Sanders & Sanders Group Enterprise, LLC to provide meal services for the senior meal program in an amount not to exceed \$3.75 unit price per meal.

**ACTION:**

- 4. Consider a resolution authorizing an Economic Development Incentive Agreement by and between the City of Lancaster and PIHV South Pointe Industrial, LLC, a Delaware Corporation.
- 5. Discuss and consider a resolution waiving the subdivision requirement for roadway improvements for the property described as an extension of Springfield Avenue to N. Houston School Road and the extension of Oak Farms Boulevard to the Interstate Highway 20 service road on or adjacent to the property located on the Northwest Corner of Daniieldale Road and Houston School Road.
- 6. Discuss and consider appointment of council liaisons to City Boards and Commissions.

## ADJOURNMENT

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

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

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### Certificate

I hereby certify the above Notice of Meeting was posted at the Lancaster City Hall on November 7, 2014 @ 12:45 p.m. and copies thereof were provided to the Mayor, Mayor Pro-Tempore, Deputy Mayor Pro-Tempore and Council members.



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Sorangel O. Arenas  
City Secretary

# LANCASTER CITY COUNCIL

Item 1

## Agenda Communication

November 10, 2014

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**Consider approval of minutes from the City Council Regular Meeting held October 13, 2014 and Special Meeting held October 20, 2014.**

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### Background

Attached for your review and consideration are minutes from the:

- City Council Regular Meeting held October 13, 2014
- City Council Special Meeting held October 20, 2014

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### **Submitted by:**

Sorangel O. Arenas, City Secretary

## MINUTES

### LANCASTER CITY COUNCIL MEETING OF OCTOBER 13, 2014

The City Council of the City of Lancaster, Texas, met in Regular session in the Council Chambers of City Hall on October 13, 2014 at 7:00 p.m. with a quorum present to-wit:

#### **Councilmembers Present:**

Mayor Marcus E. Knight  
Stanley Jaglowski  
Marco Mejia  
Mayor Pro Tem James Daniels  
Nina Morris

#### **Councilmembers Absent:**

Carol Strain-Burk, arrived at a later time  
Deputy Mayor Pro Tem LaShonjia Harris

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

Opal Mauldin Robertson, City Manager  
Rona Stringfellow, Assistant City Manager  
Fabrice Kabona, Assistant to the City Manager  
Thomas Griffith, Fire Chief  
Cynthia Pearson, Finance Director  
Mark Divita, Airport Manager  
Robert E. Hager, City Attorney  
Angie Arenas, City Secretary

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

Mayor Knight called the meeting to order at 7:00 p.m. on October 13, 2014.

#### **Invocation:**

Deacon Jones with Ministerial Alliance gave the invocation.

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

Councilmember Stanley Jaglowski led the pledge of allegiance.

#### **Proclamation:**

Mayor Knight read and presented a proclamation declaring the week of November 3 – November 7, 2014 as Municipal Court Week citywide urging all citizens to join council in recognizing the vital service they perform and their dedication to the communities they represent.

#### **Consent Agenda:**

City Secretary Arenas read the consent agenda.

- C1. Consider approval of minutes from the City Council Regular Meeting held September 8, 2014.**

**C2. 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.**

**C3. Consider a resolution approving the terms and conditions of the City owned T-Hangar non-commercial lease from building 700 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 5 for, 0 against [Strain-Burk, Harris absent].

**4. Consider a resolution approving an agreement with ProfitStars, Inc. for online payment by check for utility bills.**

City Manager Mauldin-Robertson stated this agreement would allow the City to provide citizens the option to pay online using their checking account. The term of the agreement is 3 years and the service is a part of the current existing contract with JP Morgan Chase.

**MOTION:** Councilmember Morris made a motion, seconded by Councilmember Jaglowski, to approve the agreement with ProfitStars, Inc. The vote was cast 5 for, 0 against [Strain-Burk, Harris absent].

**5. Consider a resolution approving an agreement with Dallas County Department of Health and Human Services to provide certain food establishment inspections and environmental services.**

City Manager Mauldin-Robertson stated that Dallas County Department of Health and Human Services provides certain food establishment inspections and environmental health services to cities throughout the county and that upon approval they would continue to operate certain food establishment and environmental health services.

**MOTION:** Councilmember Morris made a motion, seconded by Councilmember Jaglowski, to approve an agreement with Dallas County Department of Health and Human Services. The vote was cast 5 for, 0 against [Strain-Burk, Harris absent].

**6. Consider a resolution authorizing the award of bid number 2014-181 for Self Contained Breathing Apparatus (SCBA) to Metro Fire Apparatus Specialist, Inc. in an amount not to exceed \$167,748.**

City Manager Mauldin-Robertson stated that in May of 2014 the Lancaster Fire Department received the Assistance to Firefighters grant from FEMA for a Self Contained Breathing Apparatus. The Federal share of the grant is \$148,284.00 and the remaining \$ 19,464.00 is encumbered in the City's operating budget.

**MOTION:** Councilmember Morris made a motion, seconded by Mayor Pro Tem Daniels, to approve the resolution. The vote was cast 5 for, 0 against [Strain-Burk, Harris absent].

**7. Consider a resolution authorizing the award of bid 2014-178 for the purchase of hot and cold mix asphalt to Austin Asphalt L.P. as primary and APAC Texas Inc. as secondary supplier.**

City Manager Mauldin-Robertson stated that the purchase of materials is necessary to facilitate the repairs to streets, alleys, and curbs throughout the City. Staff is recommending a primary and a secondary supplier.

Mayor Pro Tem Daniels asked if the City had an asphalt machine at its disposal and City Manager Mauldin-Robertson confirmed and shared that the machine is assisting in extending the life of the roadways.

Councilmember Morris asked what the longevity of the machine is and explained that it is important to discuss these points when making such a large purchase so residents are aware of the benefits.

**MOTION:** Councilmember Morris made a motion, seconded by Councilmember Jaglowksi, to approve the resolution authorizing the award of bid 2014-178. The vote was cast 6 for, 0 against [Harris absent].

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

**MOTION:** Councilmember Morris made a motion, seconded by Councilmember Mejia, to table the appointment of council liaisons to City Boards and Commissions. The vote was cast 6 for, 0 against [Harris absent].

**9. Discuss and consider a resolution accepting the proposed Project Plan and Reinvestment Zone Financing Plan that results in an increase in real property tax revenues (“tax increment”) that is generated above what the area’s total assessed valuation was when the district was created (“base value”).**

Mayor Knight took a moment to recognize the presence of Commissioner Price and Rick Losenberg with Dallas County at the meeting.

Assistant City Manager Stringfellow stated that Tax increment financing is a tool Texas local governments use to encourage development that would not ordinarily occur within a defined area. The financing is produced from the increased real property tax revenues that is generated above what the area’s total assess valuation was when the district was created. The purpose of this item is to approve the proposed Project Plan and Reinvestment Zone Financing Plan for the Tax Increment Financing District in accordance with the requirements of the approved funding agreement by and between the City of Lancaster and Dallas County.

Councilmember Mejia shared his excitement about the increased ability to create commercial development as a result of the TIF.

**MOTION:** Councilmember Morris made a motion, seconded by Mayor Pro Tem Daniels, to approve the resolution. The vote was cast 6 for, 0 against [Harris absent].

10. **Conduct a Public Hearing and consider an ordinance designating a certain area within the City of Lancaster, Texas as Reinvestment Zone Number One (also known as Tax Increment Financing (TIF) Reinvestment Zone NO. 1); Establishing the boundaries of such zone; Creating a board of directors for said district and other matters related thereto; providing a severability clause; and providing an effective date.**

Assistant City Manager Stringfellow stated that the creation of the TIF District will provide a mechanism to reimburse Dallas County for the construction of the waterline and possible other future improvements. The City would be responsible for 33% of the increment generated by

this district for either 20 years or up to a maximum contribution of \$2.15 million, whichever comes first. The County has committed that if at the end of twenty years, the total amount of increment generated and contributed does not reach 21.5% of the project's total costs, then the City's reimbursement obligation will be considered to have been satisfied. Assistant City Manager Stringfellow also stated that the Project financing plans as well as board members would be brought before council within 60 days.

Mayor Knight opened the public hearing.

There were no speakers.

**MOTION:** Councilmember Strain-Burk made a motion, seconded by Councilmember Morris, to close the public hearing. The vote was cast 5 for, 0 against [Harris absent].

**MOTION:** Councilmember Strain-Burk made a motion, seconded by Councilmember Morris, to approve the ordinance. The vote was cast 6 for, 0 against [Harris absent].

Commissioner Price took a moment to thank and commend City staff in their efforts on this project.

**MOTION:** Councilmember Morris made a motion, seconded by Mayor Pro Tem Daniels, to adjourn. The vote was cast 6 for, 0 against [Harris absent].

The meeting was adjourned at 7:24 p.m.

**ATTEST:**

**APPROVED:**

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Sorangel O. Arenas, City Secretary

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Marcus E. Knight, Mayor

## MINUTES

### LANCASTER CITY COUNCIL MEETING OF OCTOBER 20, 2014

The City Council of the City of Lancaster, Texas, met in Regular session in the Council Chambers of City Hall on October 20, 2014 at 8:53 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  
Deputy Mayor Pro Tem LaShonjia Harris  
Nina Morris

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

Opal Mauldin Robertson, City Manager  
Rona Stringfellow, Assistant City Manager  
Thomas Griffith, Fire Chief  
Cheryl Wilson, Police Chief  
Sam Urbanski, Assistant Police Chief  
Jason Boulton, Assistant Police Chief  
Jerry Rand, City Marshal  
Cynthia Pearson, Finance Director  
Baron Sauls, Assistant Finance Director  
Ed Brady, Director of Economic Development  
Sean Johnson, Managing Director of Quality of Life & Cultural Services  
Mark Divita, Airport Manager  
Alton Dixon, Purchasing Agent  
Kim Pekofske, Court Administrator  
Robert E. Hager, City Attorney  
Angie Arenas, City Secretary

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

Mayor Knight called the meeting to order at 8:53 p.m. on October 20, 2014.

#### **Consent Agenda:**

Mayor Knight read the consent agenda.

- C1. Consider a resolution authorizing the award of bid #2014-138 for an annual contract to provide Pump Maintenance to Rotoserv, LP.**

**MOTION:** Councilmember Mejia made a motion, seconded by Councilmember Strain-Burk, to approve consent item C1 and pull items C2 and C3. The vote was cast 7 for, 0 against.

**C2. Consider a resolution authorizing the purchase of an ambulance and fire truck through an interlocal cooperative purchasing agreement; authorizing the City Manager to negotiate and execute an agreement for a Lease/Purchase financing plan with Chase Equipment Finance not to exceed \$1,250,000.00; and to issue a purchase order pursuant to approval.**

Councilmember Mejia requested more information on the funds for the purchase of the equipment. City Manager Mauldin-Robertson stated that due to a critical operational need, staff is recommending the lease/purchase of an ambulance and fire truck through our cooperative purchasing agreements. At the end of the finance plan (10 year period) the City will own the equipment. The current maintained Equipment Replacement Fund is being utilized to replace equipment on a consistent basis such as the purchase of public safety, public works, and parks equipment.

Deputy Mayor Pro Tem Harris requested further explanation on the allocation of funds for the additional equipment, specifically public safety. City Manager Mauldin-Robertson stated the current equipment replacement fund is being allocated to ensure that they City continues to have quality fleet for public safety, parks, and streets. Deputy Mayor Pro Tem Harris stated that it is critical to have public safety vehicles as a priority in the allocation of funds.

Councilmember Jaglowski requested an updated vehicle equipment roster/list. City Manager Mauldin-Robertson stated that she would bring an updated equipment replacement schedule to a future work session. Councilmember Jaglowski also inquired about the average life of an ambulance. City Manager Mauldin-Robertson stated after mileage and usage the average life of an ambulance is 7 years; which is why the city is structured to finance 5 years to ensure useful life of the equipment.

Councilmember Strain-Burk asked for verification that the City has been utilizing other city's ambulance vehicles. City Manager Mauldin-Robertson confirmed that the City has been utilizing mutual aid due to maintenance.

**MOTION:** Councilmember Mejia made a motion, seconded by Mayor Pro Tem Daniels, to approve a resolution authorizing the purchase of an ambulance and fire truck through an interlocal cooperative purchasing agreement. The vote was cast 7 for, 0 against.

**C3. Consider an ordinance amending the Code of Ordinance by amending Chapter 8, "Business Regulations", by amending Article 8.02, "Alarm Systems", Section 8.02.004, "Definitions", to amend changes to the alarm administrator, amending Section 8.02.005, "Violations; Penalty", Section 8.02.020, "Appeal of Action on Permit or Assessment."**

Councilmember Jaglowski stated that he was looking for clarification and reasoning on the change and how the billing was been taken place in the past.

City Manager Mauldin-Robertson stated that currently the City is utilizing a third party company for billing but there have been numerous customer service issues and concerns from citizens. Priorities in this instance are customer service and responding to the customer issues. The police department has examined the issues and concluded that performing the service internally would be the best solution.

Councilmember Strain-Burk asked if additional staffing would be necessary. City Manager Mauldin-Robertson stated that additional staffing would not be necessary because the current staff already does a substantial amount of the work and that notification will be made to share that the City will now be billing internally.

**MOTION:** Councilmember Mejia made a motion, seconded by Councilmember Jaglowski, to approve an ordinance amending the Code of Ordinance. The vote was cast 7 for, 0 against.

**MOTION:** Councilmember Mejia made a motion, seconded by Councilmember Morris, to adjourn. The vote was cast 7 for, 0 against.

The meeting was adjourned at 9:05 p.m.

**ATTEST:**

**APPROVED:**

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Sorangel O. Arenas, City Secretary

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Marcus E. Knight, Mayor

# LANCASTER CITY COUNCIL

Item 2

## Agenda Communication

November 10, 2014

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**Consider a resolution approving the terms and conditions of the City owned T-Hangar non-commercial lease from building 660 at the Lancaster Regional Airport.**

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**This request supports the City Council 2014-2015 Policy Agenda.**

**Goal: Sound Infrastructure**

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### **Background**

The City owns and leases five rows of T-hangars (buildings 660-700) of three different sizes based off aircraft wingspan. There are 92 units that the City rents for aircraft storage with end cap commercial spaces on the east end of each hangar row. The City T-hangars are near full occupancy most of the time. This agenda item brings forward a non-commercial lease agreement for T-hanger 660-111 (1624 sq.ft.) for a tenant, Mr. Andre Plaskota.

### **Considerations**

- **Operational** - The City T-hangar non-commercial lease is used for private aircraft owners.
- **Legal** - The lease agreement was reviewed and approved by the City Attorney.
- **Financial** - Lease rates vary based on size of the hangar. All rates were approved in the City's Master Fee Schedule. The monthly rate for this large size community T-hangar is \$305.00 per month.
- **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 resolution as presented.
2. Council may reject the resolution.

### **Recommendation**

Staff recommends approval of the resolution.

**Attachments**

- Resolution
  - Exhibit "A" Lease Agreement
- 

**Submitted by:**

Mark Divita, Airport Manager

**RESOLUTION NO.**

**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 660 AT LANCASTER REGIONAL AIRPORT; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID LEASE; AND PROVIDING AN EFFECTIVE DATE.**

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

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

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

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

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

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

**DULY PASSED** and approved by the City Council of the City of Lancaster, Texas, on this the 10<sup>th</sup> day of November 2014.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Sorangel O. Arenas, 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 10<sup>th</sup> day of **November**, 2014, between the City of Lancaster, Texas, a municipal corporation, ("LESSOR") and **Andre Plaskota**, (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 **660-111**, located at the Airport, and consisting of approximately **1624** 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 **10<sup>th</sup>** day of **November** 2014. 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 **\$305.00** per month, due and payable in advance on the first day of each month.

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

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

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

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

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

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

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

## II.

### STANDARD TERMS AND PROVISIONS

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

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

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

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

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

made.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

e. 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.

f. 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.

g. 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: Andre Plaskota  
5834 Palo Pinto  
Dallas, TX 75206  
214-789-0361  
andreplaskota@yahoo.com

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

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

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

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

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

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

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

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

CITY OF LANCASTER, LESSOR

LESSEE:

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

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Sorangel O. Arenas, City Secretary

# LANCASTER CITY COUNCIL

Item 3

## Agenda Communication

November 10, 2014

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**Consider a resolution authorizing the award of bid 2014-184 to Sanders & Sanders Group Enterprise, LLC to provide meal services for the senior meal program in an amount not to exceed \$3.75 unit price per meal.**

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**This request supports the City Council 2014-2015 Policy Agenda.**

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

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### **Background**

The City of Lancaster has contracted with the Dallas Area Agency on Aging (DAAA) to provide a well-balanced daily lunch meal for senior adult citizens participating in the Senior Life Center program.

In December 2013, DineRite, LLC was awarded a one year agreement to provide meal services to the City of Lancaster and Duncanville program participants. The agreement had 4 (four) one year renewal options. As a result of performance and quality of service, the City of Duncanville cancelled their contract with DineRite in July 2014 and the City of Lancaster notified the vendor of the City's intent to not automatically renew this contract, allowing the expiration of the contract with an effective date of November 28, 2014.

### **Considerations**

- **Operational** – The agreement is for 1 (one) year with 4 (four) one-year renewal options. The meals will be delivered daily based on a pre-planned menu.
- **Legal** – This bid was processed in accordance with all local and state purchasing statutes. Four bids were received and one is M/WBE certified.
- **Financial** – Funding for the meal service is reimbursed by the Dallas Area Agency on Aging (DAAA) at a rate of \$6.08 per meal which includes processing, disposable supplies and staffing. Sanders & Sanders Group Enterprise, LLC will provide the meals at a rate of \$3.75 per meal.
- **Public Information** – Bids were advertised on October 14 and 15, 2014 in the Focus News and posted on the City's e-procurement system. Bids were opened on October 10, 2014 at 10:00am and closed at October 30, 2014 at 4:00pm. This item is being considered at a regular meeting of the Council posted in accordance with the Texas Open Meetings Act.

**Options/Alternatives**

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

**Recommendation**

Staff recommends approval of resolution as presented.

**Attachments**

- Resolution
  - Contract
  - Tab Sheet
- 

**Submitted by:**

Kelly Ledbetter, Assistant Director of Quality of Life and Cultural Services  
Alton Dixon, Purchasing Agent

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, AUTHORIZING THE AWARD OF BID # 2014 – 184 TO SANDERS & SANDERS GROUP ENTERPRISE, LLC TO PROVIDE MEAL SERVICES FOR THE SENIOR MEAL PROGRAM IN AN AMOUNT NOT TO EXCEED \$3.75 UNIT PRICE PER MEAL; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT PURSUANT TO APPROVAL; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the City has been designated as an agency for Dallas Area Agency on Aging to provide a site location for senior meal services; and

**WHEREAS,** the City of Lancaster desires to continue to provide such meals services;

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

**SECTION 1.** The City Council does hereby authorize the award of bid 2014 - 184 for meal services at the unit price of \$3.75 per meal to Sanders & Sanders Group Enterprise, LLC pursuant to the contract, attached hereto and incorporated herein by reference as Exhibit "A"; and hereby rejecting all other bids. The City of Lancaster shall be reimbursed \$6.08 per meal which includes processing, disposable supplies and staff charges from the Dallas Area Agency on Aging.

**SECTION 2.** The City of Lancaster does hereby authorize the City Manager to issue appropriate purchase orders to conform to this resolution.

**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 to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

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

**DULY PASSED AND APPROVED** by the City Council of the City of Lancaster, Texas, on this the 10<sup>th</sup> day of November 2014.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Sorangel O. Arenas, City Secretary

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

**APPROVED AS TO FORM:**

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

**Bid Reque** 2014-184

Specification Responses

					Visting Nurse Association of Texas	Sanders & Sanders Group Enterprise LLC	The Chocolate MINT Foundation	Will					
Line	Description	Mfgr	MfgNo	UOM	QTY	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Food Service Meals and Supplies			PKG	1	\$47,313.50	\$47,313.50	\$47,062.50	\$47,062.50	\$50,200.00	\$50,200.00	\$56,475.00	\$56,475.00
	Meals Services Delivered to: 240 Veterans Memorial Pkwy, Lancaster, TX 75134. Unit price is all inclusive of labor, delivery and food cost.												
1.1				Meals	12550	\$3.77		\$3.75		\$4.00		\$4.50	
2	Cost per Nutritional Education Sessions			EA	1	\$0.00	\$0.00	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$50.00	\$50.00
					<b>Total</b>		\$47,313.50		\$49,062.50		\$50,200.00		\$56,525.00

## Agenda Communication

November 10, 2014

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**Consider a resolution authorizing an Economic Development Incentive Agreement by and between the City of Lancaster and PIHV South Pointe Industrial, LLC a Delaware Corporation.**

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This request supports the City Council 2014-2015 Policy Agenda.

**Goal: Quality Development**

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### **Background**

Staff has been working with The Pauls Corporation of Denver, Colorado developers of the industrial project called PIHV South Pointe Industrial, LLC. The developer will construct two warehouse distribution facilities with a total of approximately 420,000 square feet on approximately thirty acres located near South Pointe Drive and Houston School Road. It is the intent of the developer to secure tenants for the two buildings. The developer has applied for a real property tax incentive grant which is in compliance with the City's Incentive Policy.

### **Considerations**

- **Operational** – PIHV South Pointe Industrial, LLC will annually submit receipts for real property tax payments in order to exercise the grant. Within 60 days of verification of payment, the City will remit forty-five percent (45%) of the payment to the company for a period of five (5) years.
- **Legal** - The City Attorney has reviewed and approved as to form the resolution and agreement.
- **Financial** - Based on the estimated value of the capital improvements submitted by the company and in consideration of the (45%) forty-five percent real property tax grant for( 5) years, the project will represent approximately \$600,000 over the (5) five year period in new revenue to the City.
- **Public Information** – This item is being considered at a meeting noticed in accordance with the Texas Open Meetings Act.

**Options/Alternatives**

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

**Recommendation**

Staff recommends approval of the resolution and the economic development incentive agreement.

**Attachments**

- Resolution
  - Incentive Agreement
- 

**Submitted by:**

Ed Brady, Director of Economic Development

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE ECONOMIC DEVELOPMENT AGREEMENT WHICH IS ATTACHED HERETO AS EXHIBIT A PURSUANT TO CHAPTER 380, TEXAS LOCAL GOVERNMENT CODE, BY AND BETWEEN THE CITY OF LANCASTER AND PIHV SOUTH POINTE INDUSTRIAL, LLC A DELAWARE CORPORATION; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, PIHV South Pointe Industrial, LLC, a Delaware corporation has purchased approximately twenty-eight (28) acres of real property in Lancaster, Texas and desires to construct two logistics-distribution facilities totaling 420,000 square feet; and

**WHEREAS**, PIHV South Pointe Industrial, LLC's development of the Premises will provide employment opportunities within the City; and

**WHEREAS**, the location of PIHV South Pointe Industrial, LLC's project on the Premises will result in a significant capital investment and improvements on the Premises; and

**WHEREAS**, PIHV South Pointe Industrial, LLC has advised the City that a contributing factor that would induce the company to construct and lease to tenants the two buildings would be an agreement by the City to provide an economic development grant to the company; and

**WHEREAS**, the City has adopted programs for promoting economic development, and this Agreement and the economic development incentives set forth herein are given and provided by the City pursuant to and in accordance with those programs; and

**WHEREAS**, the City is authorized by Article III, Section 52-a of the Texas Constitution and Texas Local Government Code Chapter 380 to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

**WHEREAS**, the City has determined that making an economic development grant to PIHV South Pointe Industrial, LLC in accordance with this Agreement is in accordance with the City Economic Development Policy and will: (i) further the objectives of the City; (ii) benefit the City and the City's inhabitants; and (iii) will promote local economic development and stimulate business and commercial activity in the City; and

**WHEREAS**, City desires to authorize the City Manager to enter into an Economic Development Agreement with PIHV South Pointe Industrial, LLC pursuant to Chapter 380 of the Texas Local Government Code.

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

**SECTION 1.** That the City Manager is hereby authorized to execute an Economic Development Agreement, which is attached hereto and incorporated herein as Exhibit A, pursuant to Chapter 380 of the Texas Local Government Code (and any amendments thereto, including any related instruments), on behalf of the City of Lancaster, Texas, with PIHV South Pointe Industrial, LLC and its affiliated and related entities.

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

**SECTION 3.** That should any word, sentence, paragraph, subdivision, clause, phrase or section of this resolution be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said resolution which shall remain in full force and effect.

**SECTION 4.** This resolution shall take effect 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 10<sup>th</sup> day of November, 2014.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Sorangel O. Arenas, City Secretary

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

**APPROVED AS TO FORM:**

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

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §

**Economic Development Agreement**

This Economic Development Agreement (“Agreement”) is made by and between the City of Lancaster, Texas (“City”), and PIHV South Pointe Industrial, LLC, a Delaware corporation, (the “Company”), acting by and through their respective authorized representatives.

**WITNESSETH:**

**WHEREAS,** the Company has purchased approximately 28 acres of real property in the City of Lancaster, Texas, and being more particularly described in Exhibit “A” (the “Property”); and

**WHEREAS,** the Company intends to construct two warehouse-distribution buildings totaling approximately 420,000 square feet and related infrastructure for future tenant or owner occupied warehouse-distribution operations (the “Project”) and building permits will be applied for and construction on the first building will commence within eighteen (18) months from the execution of this agreement; and

**WHEREAS,** the Company has advised the City that a contributing factor that would induce the Company to undertake the Project would be an agreement by the City to provide an economic development grant to the Company to reimburse it for a portion of the Real Estate Taxes (hereinafter defined); and

**WHEREAS,** the City desires to encourage business expansions within the City that will add property tax base and generate additional sales tax and other revenue for the City; and

**WHEREAS,** the promoting the expansion of new or existing businesses within the City will promote economic development, stimulate commercial activity, generate additional sales tax and will enhance the Premises tax base and economic vitality of the City; and

**WHEREAS,** the City has adopted programs for promoting economic development, and this Agreement and the economic development incentives set forth herein are given and provided by the City pursuant to and in accordance with those programs; and

**WHEREAS,** the City is authorized by Article III, Section 52-a of the Texas Constitution and Texas Local Government Code Chapter 380 to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

**WHEREAS,** the City has determined that making an economic development grant to the Company in accordance with this Agreement is in accordance with the City Economic Development Program and will: (i) further the objectives of the City; (ii) benefit the City and the City’s inhabitants; and (iii) will promote local economic development and stimulate business and commercial activity in the City.

**NOW THEREFORE**, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## **Article I Definitions**

For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly indicates otherwise:

“Annual Grant(s)” shall mean annual economic development grants to be provided by the City in an amount equivalent to 45 percent (45%) of the Real Property Taxes assessed against the Premises for a given tax year for a period of five (5) consecutive tax years beginning with the first calendar year following the Commencement Date, to be paid as set forth herein.

“Casualty” shall mean the Improvements are wholly or partially destroyed by fire, tornado, hurricane, earthquake, flood or similar casualty that renders the Improvements unfit for the intended purpose.

“City” shall mean the City of Lancaster, Texas.

“Commencement Date” shall mean the later of (a) January 1 of the calendar year immediately following the date a Certificate of Occupancy is issued by the City for the Company’s occupancy of the improvements; and (b) January 1, 2016.

“Company” shall mean PIHV South Pointe Industrial, LLC, a Delaware corporation.

“Company Affiliate” shall mean any parent of Company or any wholly-owned subsidiary of either Company or of Company’s parent.

“Effective Date” shall mean the last date of execution hereof.

“Event of Bankruptcy or Insolvency” shall mean the dissolution or termination of a party’s existence as a going business, insolvency, appointment of receiver for any part of such party’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

“Event of Force Majeure” shall mean any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, terrorist act, or threat thereof, riot, civil commotion, insurrection, government action or inaction (unless caused by the intentionally wrongful acts or omissions of the party), fires, earthquake, tornado, hurricane, explosions, floods, strikes, slowdowns or work stoppages.

“Expiration Date” shall mean the fourth (4th) year after the payment of the first Annual Grant.

“Impositions” shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on the Company or any property or any business owned by Company within the City.

“Premises” shall mean the real property described on Exhibit “A” with or without improvements.”

“Payment Request” shall mean a written request from Company to the City for payment of an Annual Grant.

“Project” shall mean the development of the Premises, by the design, construction and maintenance of new improvements and related infrastructure for at least two (2) warehouses-distribution and/or secondary office buildings totaling 420,000 square feet.

“Real Property Taxes” shall mean, all real estate ad valorem taxes assessed and levied by the City on the real property with or without improvements in accordance with state law.

“Real Property” shall mean all real estate ad valorem taxes assessed by the City on the real property with or without improvements.

“Related Infrastructure” shall mean all City development and building code requirements related to site preparation, water, wastewater, storm water, building construction etc. necessary to receive a City issue “Certificate of Occupancy” at completion of project activities.

“Required Use” shall mean Company’s continuous operation by tenant or available lease warehouse-distribution facilities on the Premises.

“Taxable Value” shall mean the assessed value of the Premises as certified by the appraisal district, or its successor, for a given year.

## **Article II**

### **Term**

The term of this Agreement shall begin on the last date of execution hereof (the “Effective Date”) and end on the fourth (4th) anniversary of the date of issuance by the City of a final certificate of occupancy for the Project.

### **Article III**

#### **Economic Development Grants**

3.1 **Annual Grants.** Subject to the Company's continued satisfaction of all the terms and conditions of this Agreement, the City agrees to provide the Company with the Annual Grants to be paid on March 1 of each calendar year, (or the immediately following business day of March 1 is not a business day), beginning with March 1 of the first full calendar year following the Commencement Date, provided the City has timely received the Real Estate Taxes assessed against the Premises in full for the respective tax year (i.e., the tax year immediately preceding the year in which an Annual Grant is made; and such Real Estate Taxes with respect to that immediately preceding tax year are used to determine the amount of each Annual Grant). For illustration purposes only, assume that the Real Estate taxes assessed against the Premises for tax year 2015 is \$100,000.00 then the amount of the first Annual Grant for the Premises for Tax Year 2015 would be, \$45,000.00 ( $\$100,000.00 \times 45\%$ ), and would be paid on March 1, 2016.

3.2 **Grant Limitations.** Under no circumstances shall City obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Further, City shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by the Company. None of the City's obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

3.3 **Current Revenue.** The Annual Grants made hereunder shall be paid solely from lawfully available funds that have been appropriated by the City; provided however the City agrees during the term of this Agreement to make a good faith effort to appropriate funds each year to pay the Annual Grant for the then ensuing fiscal year. Consequently, notwithstanding any other provision of this Agreement, the City shall have no obligation or liability to pay any Grants except as allowed by law. The City shall not be required to pay any Annual Grants if prohibited under federal or state legislation or a decision of a court of competent jurisdiction.

3.4 **Tax Protest.** In the event the Company or the owner of the Premises timely and properly protests or contests (including any motion to correct the appraisal roll) the Taxable Value and/or the taxation of the Premises, or any portion thereof, with the applicable appraisal district (or its successor), and such protest and/or contest results in a final determination that changes the appraised value and/or the Taxable Value of the Premises or the amount of ad valorem taxes assessed and due for the Premises, or portion thereof, after an Annual Grant has been paid for such Premises for such tax year, the Annual Grant for such tax year shall be adjusted (increased or decreased as the case may be) accordingly on the date of payment of the next Annual Grant payment date, or within sixty (60) business days after such determination in the event no further Annual Grant payments are due under the Agreement.

3.5 **Refunds.** In the event the City determines in its sole discretion that the amount of an Annual Grant paid by the City to the Company was incorrect, the Company shall, within sixty (60) days after receipt of written notification thereof from the City specifying the amount by which such Annual Grant exceeded the correct amount to which the Company was entitled (together with such records, reports and other information necessary to support such determination), pay such amount to the City. If the City determines that the amount by which such Annual Grant was less than the correct amount to which the Company was entitled (together with such records, reports and

other information necessary to support such determination), the City shall, within sixty (60) days, pay the adjustment to the Company. If the Company disputes the City's determination, the parties shall seek to amicably resolve the matter, subject to either party's right to pursue any available rights or remedies in connection therewith.

#### **Article IV Conditions to the Economic Development Grant**

The obligation of the City to provide the Grants shall be conditioned upon the Company's continued compliance with and satisfaction of each of the terms and conditions of this Agreement and each of the conditions set forth below:

4.1 During the term of this Agreement following the Commencement Date and continuing thereafter until the Expiration Date, or earlier termination, the Company agrees to continuously own, lease or make available for lease the Improvements and shall not allow the operation of the Improvements in conformance with the Required Use to cease for more than sixty (60) days except in connection with, and to the extent of a Casualty or an Event of Force Majeure.

4.2 The Company shall commence Project construction on the Premises within eighteen months (18 months) of the execution date of this agreement or the agreement will terminate.

4.3 The Company shall not have an uncured breach or default of this Agreement.

4.4 The Company shall comply with all the terms and conditions of this Agreement.

#### **Article V Termination**

5.1 This Agreement terminates on the Expiration Date, and may prior to the Expiration Date, be terminated upon any one or more of the following:

- (a) by mutual written agreement of the parties;
- (b) by either party, if the other party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof;
- (c) by City, if any Impositions owed to the City or the State of Texas by Company shall have become delinquent (provided, however, Company retains the right to timely and properly protest and contest any such taxes or Impositions);
- (d) by City, if Company suffers an Event of Bankruptcy or Insolvency; or
- (e) by either party if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.

5.2 In the event the Agreement is terminated by the City pursuant to Section 5.1(b),

(c), or (d), the Company shall not be entitled to receive any subsequent Annual Grants under this Agreement but shall have no obligation to refund to the City any Annual Grants (or portion thereof or interest accrued thereon) previously paid by the City to the Company.

5.3 In the event the Agreement is terminated by the City pursuant to Section 5.1(e), the Company shall, only if such legislation or court decision requires, immediately refund to the City an amount equal to the annual Grant(s) paid by the City to the Company immediately preceding the date of such termination. The repayment obligation of Company set forth in this section 5.3 hereof shall survive termination.

## **Article VI Miscellaneous**

6.1 **Binding Agreement.** The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the parties hereto.

6.2 **Limitation on Liability.** It is understood and agreed between the parties that the Company and City, in satisfying the conditions of this Agreement, have acted independently, and the City assumes no responsibilities or liabilities to third parties in connection with these actions.

6.3 **No Joint Venture.** It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties.

6.4 **Authorization.** Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement. The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

6.5 **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered.

If intended for City, to:

City of Lancaster  
Attn: Opal Mauldin-Robertson  
City Manager  
P. O. Box 940  
211 North Henry Street  
Lancaster, Texas 75146-0946

With a copy to:

Robert E. Hager  
Nichols, Jackson, Dillard,  
Hager & Smith, L.L.P  
1800 Lincoln Plaza  
500 North Akard  
Dallas, Texas 75201

If intended for Company:

The Pauls Corporation  
Attn: Chris Manley  
Chief Financial Officer  
270 Saint Paul Street  
Denver, CO 80206

With copy to:

Campbell Killin Brittan  
270 Saint Paul Street Suite 200  
Denver, Colorado 80206  
Att: Joel Mayo

6.6 **Entire Agreement.** This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto.

6.7 **Governing Law.** The Agreement shall be governed by the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction; and exclusive venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

6.8 **Amendment.** This Agreement may only be amended by the mutual written agreement of the parties.

6.9 **Legal Construction.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.10 **Exhibits.** All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

6.11 **Successors and Assigns.** This Agreement may not be assigned without the City's prior written consent, except to a Company subsidiary. Neither the Company nor its legal representatives or successors in interest shall, by operation of law or otherwise, assign, mortgage, pledge, encumber or otherwise transfer this Agreement or any part hereof, or the interest of the Company under this Agreement in either case except to a Company subsidiary, without obtaining the City's prior written consent, which may not be withheld. Any attempted assignment by the Company, except to a Company subsidiary, in violation of the terms and provisions of this Agreement shall be void and shall constitute a material breach of this Agreement.

6.12 **Recitals.** The recitals to this Agreement are incorporated herein.

6.13 **Counterparts.** This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

6.14 **Survival of Covenants.** Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.15 **Conditions Precedent.** This Agreement is subject to and conditioned upon the following conditions which are conditions precedent to the obligations of the parties: (i) Company shall diligently and faithfully, in a good and workmanlike manner, make or cause the construction and finish out improvements to the Premises in accordance with all applicable state and local laws and regulations or a valid waiver thereof; (ii) Company shall obtain a Certificate of Occupancy for the Premises.

**Signature page to follow**

**EXECUTED** on this 10<sup>th</sup> day of November, 2014.

**CITY OF LANCASTER, TEXAS**

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

**Attest:**

By: \_\_\_\_\_  
Sorangel O. Arenas, City Secretary

**Approved as to Form:**

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

**EXECUTED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**PIHV SOUTH POINTE INDUSTRIAL LLC**

By: \_\_\_\_\_  
Chris Manley, Chief Financial Officer

## EXHIBIT A

### Legal description of land:

#### TRACT ONE:

Being Lot 3, in Block 1, of Southpointe Corporate Center, an Addition to the City of Lancaster, Dallas County, Texas, according to the Map thereof recorded under Clerk's File No. 201300251920, Map Records, Dallas County, Texas.

#### TRACT TWO:

BEING A 25.334 ACRE TRACT OF LAND SITUATED IN THE SILAS B. RUNYON SURVEY, ABSTRACT NO. 1199, CITY OF LANCASTER, DALLAS COUNTY, TEXAS AND BEING ALL OF THAT CALLED 25.4716 ACRE TRACT OF LAND DESIGNATED AS TRACT 2B IN THE WARRANTY DEED TO HIGHLAND PARK LAND COMPANY RECORDED IN INSTRUMENT NUMBER 201100269768, OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS, (O.P.R.D.C.T.), SAID 25.334 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A TEXAS DEPARTMENT OF TRANSPORTATION CONCRETE RIGHT-OF-WAY MARKER FOUND FOR THE NORTHWEST CORNER OF SAID 25.4716 ACRE TRACT OF LAND AND BEING IN THE SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 20, (A VARIABLE WIDTH CONTROLLED ACCESS PUBLIC RIGHT-OF-WAY, AS DESCRIBED TO THE STATE OF TEXAS IN THE DEED RECORDED IN VOLUME 855, PAGE 1128 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS, (D.R.D.C.T.), AND BEING THE NORTHEAST CORNER OF THAT CALLED .1.595 ACRE TRACT OF LAND DESCRIBED TO JMJ DIRECTION OUTDOOR, LLC IN THE SPECIAL WARRANTY DEED RECORDED IN INSTRUMENT NUMBER 201100228492, O.P.R.D.C.T.;

THENCE NORTH 87°03'19" EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY 20, A DISTANCE OF 734.17 FEET TO A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "BURY" SET FOR CORNER;

THENCE NORTH 84°12'30" EAST CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 111.02 FEET TO A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "BURY" SET FOR THE NORTH END OF A CORNER CLIP AT THE INTERSECTION OF SOUTHERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY 20 WITH THE WESTERLY RIGHT-OF-WAY LINE OF CORPORATE DRIVE, (A 50-FOOT PUBLIC RIGHT-OF-WAY) AS DEDICATED BY THE FINAL PLAT OF SOUTHPOINTE CORPORATE CENTER, AN ADDITION TO THE CITY OF LANCASTER RECORDED IN INSTRUMENT NUMBER 201000105011, O.P.R.D.C.T.;

THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID CORPORATE DRIVE, THE FOLLOWING SIX (6) CALLS:

1. SOUTH 49°59'52" EAST ALONG SAID CORNER CLIP, A DISTANCE OF 34.87 FEET TO A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "BURY" SET FOR CORNER;
2. SOUTH 04°12'18" EAST, A DISTANCE OF 24.31 FEET TO A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "BURY" SET FOR THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 475.00 FEET;
3. SOUTHEASTERLY WITH SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF

## EXHIBIT A

44°17'05" FOR AN ARC LENGTH OF 367.13 FEET, A CHORD BEARING OF SOUTH 26°20'50" EAST AND A CHORD DISTANCE OF 358.06 FEET TO A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "BURY" SET FOR THE POINT OF TANGENCY;

4. SOUTH 48°29'23" EAST, A DISTANCE OF 163.78 FEET TO A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "BURY" SET FOR THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 425.00 FEET;

5. SOUTHEASTERLY WITH SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 47°10'59" FOR AN ARC LENGTH OF 349.99 FEET, A CHORD BEARING OF SOUTH 24°53'53" EAST AND A CHORD DISTANCE OF 340.18 FEET TO A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "BURY" SET FOR THE POINT OF TANGENCY;

6. SOUTH 01°18'24" EAST, A DISTANCE OF 278.24 FEET TO A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "BURY" SET FOR THE POINT OF INTERSECTION OF SAID WESTERLY RIGHT-OF-WAY LINE WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTHPOINTE DRIVE, (A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY) AS DEDICATED BY SAID FINAL PLAT OF SOUTHPOINTE CORPORATE CENTER;

THENCE NORTH 88°41'36" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2,263.75 FEET TO A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "BURY" SET FOR THE NORTH END OF A CORNER CLIP AT THE INTERSECTION OF SAID SOUTHERLY RIGHT-OF-WAY LINE WITH THE WESTERLY RIGHT-OF-WAY LINE OF HOUSTON SCHOOL ROAD, (A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY);

THENCE SOUTH 46°18'44" EAST ALONG SAID CORNER CLIP, A DISTANCE OF 28.29 FEET TO A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "BURY" SET FOR THE SOUTH END OF SAID CORNER CLIP IN THE WESTERLY RIGHT-OF-WAY LINE OF SAID HOUSTON SCHOOL ROAD AND BEING IN THE NORTH LINE OF THE REMAINING PORTION OF THAT CALLED 0.50 ACRE TRACT OF LAND DESCRIBED IN THE SPECIAL WARRANTY DEED FROM LARRY RHOADES AND RHONDA CLEVELAND RHOADES TO JAMIE VILLANUEVA RECORDED IN VOLUME 2003174, PAGE 2320, D.R.D.C.T.;

THENCE SOUTH 88°41'36" WEST ALONG THE COMMON LINE OF SAID 25.4716 ACRE TRACT OF LAND AND SAID 0.50 ACRE TRACT OF LAND, AT A DISTANCE OF 568.25 FEET PASSING THE NORTHWEST CORNER OF SAID 0.50 ACRE TRACT OF LAND SAME BEING THE MOST NORTHERLY NORTHEAST CORNER OF THAT CALLED 60.959 ACRE TRACT OF LAND DESCRIBED TO RANDY JUSTISS AND VIRGINIA A JUSTISS IN THE EXECUTER'S DEED RECORDED IN INSTRUMENT NUMBER 200900077417, O.P.R.D.C.T., CONTINUING ALONG THE COMMON LINE OF SAID 25.4716 ACRE TRACT OF LAND AND SAID 60.959 ACRE TRACT OF LAND IN ALL FOR A TOTAL DISTANCE OF 2,118.45 FEET TO A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "BURY" SET FOR CORNER;

THENCE SOUTH 01°06'22" EAST CONTINUING ALONG THE COMMON LINE OF SAID 25.4716 ACRE TRACT OF LAND AND SAID 60.959 ACRE TRACT OF LAND, A DISTANCE OF 312.49 FEET TO A 5/8-INCH IRON ROD FOUND FOR CORNER IN THE NORTH LINE OF LOT 2, BLOCK A OF CONTRACT FREIGHTERS, INC. ADDITION, AN ADDITION TO THE CITY OF LANCASTER

ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 99155, PAGE 60,  
D.R.D.C.T.;

THENCE SOUTH 88°58'03" WEST ALONG THE COMMON LINE OF SAID 25.4716 ACRE TRACT OF LAND AND SAID LOT 2, AT A CALLED DISTANCE OF 144.68 FEET PASSING THE NORTHWEST CORNER OF SAID LOT 2 SAME BEING THE NORTHEAST CORNER OF LOT 1, BLOCK A OF SAID CONTRACT FREIGHTERS, INC. ADDITION, CONTINUING ALONG THE COMMON LINE OF SAID

25.4716 ACRE TRACT OF LAND AND SAID LOT 1 IN ALL FOR A TOTAL DISTANCE OF 733.61 FEET

TO A 5/8-INCH IRON ROD FOUND FOR THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID

25.4716 ACRE TRACT OF LAND AND BEING IN THE EAST RIGHT-OF-WAY LINE OF EATON AVENUE (A CALLED 50-FOOT PUBLIC RIGHT-OF-WAY) AS DEDICATED BY THE DANIELDALE ADDITION, AN ADDITION TO THE CITY OF LANCASTER RECORDED IN VOLUME 35, PAGE 213, MAP RECORDS OF DALLAS COUNTY, TEXAS (M.R.D.C.T.);

THENCE ALONG THE COMMON LINE OF SAID 25.4716 ACRE TRACT OF LAND AND SAID DANIELDALE ADDITION, THE FOLLOWING TWO (2) CALLS:

1. NORTH 00°01'45" WEST, A DISTANCE OF 833.92 FEET TO A 5/8-INCH IRON ROD FOUND FOR THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF SAID EATON AVENUE WITH THE NORTH RIGHT-OF-WAY LINE OF BRANTLEY DRIVE (A CALLED 25-FOOT PUBLIC RIGHT-OF-WAY) AND FROM WHICH A 1/2-INCH IRON ROD FOUND BEARS NORTH

03°33' EAST, A DISTANCE OF 13.4 FEET;

2. SOUTH 89°05'58" WEST, A DISTANCE OF 724.42 FEET TO A 1/2-INCH IRON ROD FOUND FOR THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF SAID BRANTLEY DRIVE WITH THE EAST RIGHT-OF-WAY LINE OF PATMAN DRIVE (A CALLED 50-FOOT PUBLIC RIGHT-OF-WAY) AND FROM WHICH A 1/2-INCH IRON ROD FOUND BEARS SOUTH

00°53' EAST, A DISTANCE OF 6.7 FEET AND A 1/2-INCH IRON ROD FOUND BEARS NORTH 87°21' WEST, A DISTANCE OF 19.4 FEET;

THENCE NORTH 01°48'07" WEST, CONTINUING ALONG SAID COMMON LINE AT A DISTANCE OF 345.04 FEET PASSING THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF SAID PATMAN DRIVE WITH THE NORTH RIGHT-OF-WAY LINE OF SAID BRANTLEY DRIVE SAME BEING THE SOUTHEAST CORNER OF THE AFOREMENTIONED 1.595 ACRE TRACT OF LAND DESCRIBED TO JMJ DIRECTION OUTDOOR, LLC, CONTINUING ALONG THE COMMON LINE OF SAID 1.595 ACRE TRACT OF LAND AND SAID 25.4716 ACRE TRACT OF LAND IN ALL A TOTAL DISTANCE 533.50 FEET TO THE POINT OF BEGINNING;

CONTAINING A COMPUTED AREA OF 1,163;53 SQUARE FEET OR 25,33< ACRES OF LAND.

NOTE: COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND/OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

ACKNOWLEDGMENT

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Opal Mauldin Robertson , City Manager of the City of Lancaster, a Texas non-profit corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said corporation, and that he executed the same as the act of said corporation for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND SEAL OF OFFICE this the \_\_\_\_day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires:  
\_\_\_\_\_



# LANCASTER CITY COUNCIL

Item 5

## Agenda Communication

November 10, 2014

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**Discuss and consider a resolution waiving the subdivision requirement for roadway improvements for the property described as an extension of Springfield Avenue to N. Houston School Road and the extension of Oak Farms Boulevard to the Interstate Highway 20 service road on or adjacent to the property located on the Northwest Corner of Daniieldale Road and Houston School Road.**

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**This request supports the City Council 2014-2015 Policy Agenda**

**Goal: Quality Development  
Sound Infrastructure**

---

### **Background**

The subject property is located on the northwest corner of Daniieldale Road and Houston School Road. There is a proposed development that will consist of two warehouse/distribution center buildings with approximately one million square feet of combined floor area. The City of Lancaster Comprehensive Plan, Master Thoroughfare Plan (MTP) shows two proposed roads within the subject property. The Subdivision regulations (Article 14.1602, Section 14.1601 (f) requires that all improvements shall be designed and installed in accordance with the Comprehensive Plan.

In 2007, the Southpointe Corporate Center was constructed with an east-west as well as a north-south, public roadway known today as Southpointe and Corporate drive, respectively. The roadway was constructed in conformance with the adopted Master Thoroughfare Plan. Subsequently, the MTP was not updated to show the new alignment and remove the previously depicted alignment.

### **Considerations**

The proposed waiver to the Subdivision regulations' requirement seeks to provide the applicant assurance from the City of Lancaster that improvement requirements were satisfied with the construction of the Southpointe Corporate Center development and no further requirements are required to provide access to the Interstate Highway 20 service road.

- **Operational** – If approved staff will bring back an item to Council to update the future thoroughfare plans as it is included in the City's comprehensive plan.
- **Legal** – The City Attorney has prepared the resolution.

- **Financial** – There are no financial considerations for the waiver to the Subdivision Ordinance requirements.
- **Public Information** – This item is being considered at a regular meeting of the City Council noticed in accordance with the Texas Open Meetings Act.

### **Recommendation**

Staff recommends approval of the proposed waiver to the Subdivision ordinance and to direct staff to bring forward an amendment to the City of Lancaster's Comprehensive Plan, Master Thoroughfare Plan, to remove the roadway.

### **Attachments**

- Resolution
- Section 14.1601 Subdivision Design and Improvements, Section 14.1601 (f) Requirements for Improvements
- Memorandum (Pacheco Koch), with included attachments

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### **Submitted by:**

Rona Stringfellow, Assistant City Manager

**RESOLUTION NO.**

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

**WHEREAS**, the City Council of the City of Lancaster ("CITY") has been presented with a request for roadway improvement waiver for the extension of Springfield Avenue to Houston School Road and the extension of Oak Farms Boulevard to the Interstate 20 service road; and

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

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

**SECTION 1.** That the City of Lancaster, Texas hereby waives the requirement for roadway improvement waiver for the extension of Springfield Avenue to Houston School Road and the extension of Oak Farms Boulevard to the Interstate 20 service road, as depicted in Exhibit "A", subject to compliance with the following conditions prior to the approval of the final plat:

1. Staff will amend the City's Comprehensive Plan, Master Thoroughfare Plan to remove the subject roadways.

**SECTION 2.** If any article, paragraph, subdivision, clause or provision of this resolution, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such judgment or holding shall not affect the validity of this resolution as a whole or any part or provision thereof, as amended hereby, other than the part so declared to be invalid or unconstitutional.

**SECTION 3.** This resolution shall take effect immediately from and after its passage as the law in such cases provides, and it is accordingly so resolved.

**DULY PASSED** and approved by the City Council of the City of Lancaster, Texas, on  
this the 10th day of November, 2014.

**APPROVED:**

---

MARCUS E. KNIGHT, MAYOR

**ATTEST:**

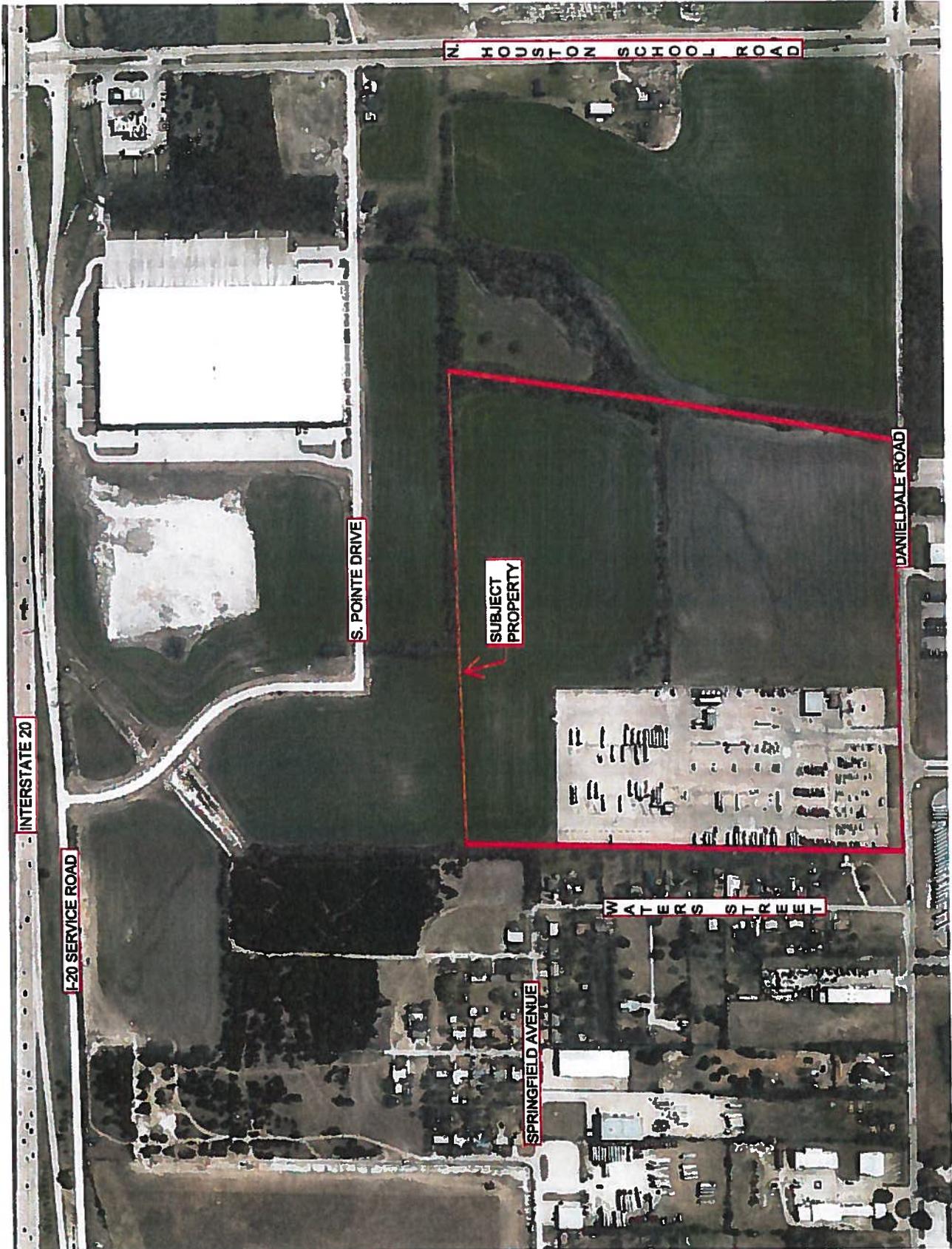
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SORANGEL O. ARENAS, CITY SECRETARY

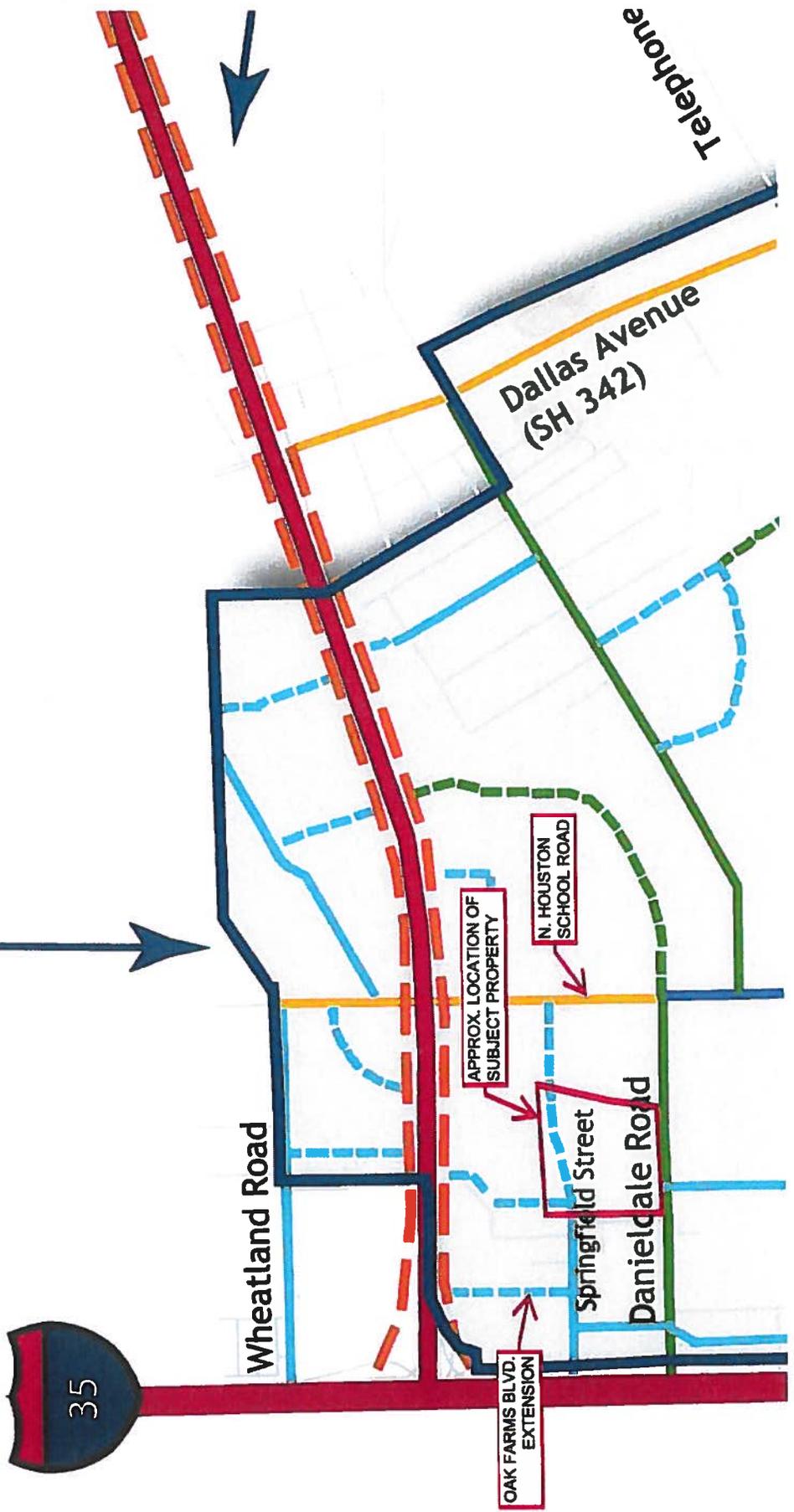
**APPROVED AS TO FORM:**

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ROBERT E. HAGER, CITY ATTORNEY  
(REH/cdb 11/06/14)



Refer to Lancaster Campus  
District Master Plan





October 9, 2014 (Revised)  
PK No.: 2877-14.031

**Ms. Rona Stringfellow**  
Assistant City Manager  
**CITY OF LANCASTER**  
211 North Henry Street  
Lancaster, Texas 75146

Re: **NWC DANIELDALE ROAD AND HOUSTON SCHOOL ROAD**  
**Conway Trucking Site**  
**Lots 1 & 2, Block A, Contract Freighters Inc. Addition**  
Lancaster, Texas

Dear Ms. Stringfellow:

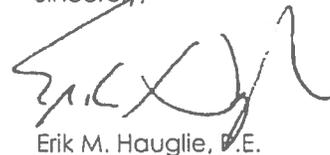
The following request is in regards to the proposed industrial development located northeast of the intersection of Danieldale Road and N. Longhorn Drive, west of N. Houston School Road. The proposed development will consist of two warehouse/distribution center buildings with approximately one million square feet of combined floor area (See Exhibit A – Site Plan). The current City of Lancaster Thoroughfare Plan prepared by Kimley Horn and Associates, Inc. shows two proposed roads within the subject property. The Thoroughfare Plan calls for the extension of Springfield Avenue from the adjacent single-family residential development eastward to N. Houston School Road. A second road is shown extending north from Springfield Avenue to the Interstate 20 Service Road.

On behalf of the developer of the proposed development, Pacheco Koch requests that the City of Lancaster Thoroughfare Plan be amended to exclude the extensions mentioned above based on the following justifications:

- Extending Springfield Avenue to N. Houston School Road would promote industrial/warehouse truck traffic to travel through the residential neighborhood en route to the proposed site and other adjacent future sites. The current street configuration routes all industrial truck traffic to the proposed site through Danieldale Road without interfering with the residential neighborhood while also extending the life span of Springfield Avenue.
- The current Thoroughfare Plan also shows the extension of Oak Farms Boulevard to the Interstate 20 Service Road in addition to the extension from Springfield Avenue. The Oak Farms extension will provide access for the residential properties to Interstate 20 without promoting industrial truck traffic from the proposed development.

If you have any questions or need any additional information, please call me at your convenience.

Sincerely,



Erik M. Hauglie, P.E.

KPG/mrm/2877-14.031\_Thoroughfare LetterR2

enc. Exhibit A – Site Plan  
Exhibit B – Thoroughfare Plan  
Exhibit C – Aerial

cc: David Cartwright – Holt Lunsford Commercial



Never Settle for Less.

May 1, 2014

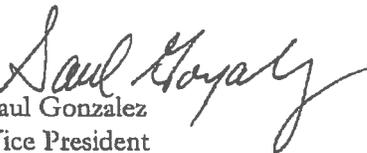
To Whom It May Concern:

Con-way Truckload Inc. authorizes Pacheco Koch, LLC, acting on behalf of Frontier Equity to submit a request for an amendment to the City of Lancaster Thoroughfare Plan as it affects Lots 1 and 2, Block A, Contract Freighters Inc. Addition.

If there are any questions regarding this matter, or if Con-way Truckload Inc. can otherwise provide further assistance or additional information, please don't hesitate to contact me at (417) 623-5229, Ext. 5385 or [gonzalez.saul@conwaytruckload.com](mailto:gonzalez.saul@conwaytruckload.com).

Best regards,

**CON-WAY TRUCKLOAD INC.**

  
Saul Gonzalez  
Vice President

**SUBDIVISION DESIGN AND IMPROVEMENTS**

**Sec. 14.1601 General Provisions**

**(a) Purpose**

The purpose of this Article is to promote the public health, safety and general welfare of the City by requiring the proper design and arrangement of public improvements and site elements.

**(b) Authority**

The provisions of this Article are adopted pursuant to Texas Local Government Code Chapter 212 and are applicable in the City and its extraterritorial jurisdiction (ETJ).

**(c) Applicability**

- (i)** Prior to the subdivision, re-subdivision or development of any land within the City or the ETJ, all plats and plans shall first be approved in accordance with this Article.
- (ii)** Unless otherwise provided in this Article, anyone who divides a tract of land located within the City limits or the ETJ in two or more parts to lay out a subdivision, to lay out public improvements, to create a use upon the land, or to make additions to land or structure shall have a plat prepared.
- (iii)** A division of a tract under this Section includes a division regardless of whether it is made by using a metes and bounds description in a deed of conveyance or in a contract for a deed, by using a contract for sale or other executory contract to convey, or by using any other method.
- (iv)** No building permit may be issued for any parcel or tract of land until:
  - A.** Such property has received final, minor or amending plat approval or replat approval;
  - B.** The plat has been recorded with the Dallas County Clerk;
  - C.** All required plans have received approval; and
  - D.** Public improvements have been accepted, as applicable.
- (v)** The division of any lot or any parcel of land by the use of metes and bounds description for the purpose of development is prohibited.
- (vi)** No plat shall be approved that attempts to amend or remove any covenants or restrictions of the preceding plat until such preceding plat, or portion of such preceding plat has been vacated or amended.
- (vii)** For applicability of minor, amending or vacating plats see Article 14.1600Sec. 14.1601(a). For applicability of replats without vacation see Article 14.1600Sec. 14.1601(a).

**(d) Exemptions**

The provisions of this Article shall not to apply to the following:

- (i)** Any division of a tract of land in the City into parcels greater than five acres, where each part has public street access and no public improvement is being dedicated;
- (ii)** In the portions of Dallas County in which the City has subdivision plat review authority, a division of land into parcels greater than 10 acres;

- (iii) Any division of land to heirs through an estate proceeding;
- (iv) Any division of land by virtue of the foreclosure of a deed of trust; and
- (v) Cemeteries complying with all state and local laws and regulations.

**(e) No City Maintenance or Services**

- (i) The City shall not repair, maintain, install or provide any public improvements required in this Article in any subdivision for which a final plat has not been approved and filed for record in accordance with requirements herein, nor shall the City repair or maintain any public improvements for which the standards contained in this Article or referred to in this Article have not been complied with in full.
- (ii) The City shall withhold all services, including the provisions of sewage facilities and water service, from additions and subdivisions that have not been approved by the appropriate development review body.
- (iii) Private improvements shall not be repaired, maintained, installed or provided by the City.

**(f) Requirements for Improvements**

Where applicable, all public improvements shall be designed and installed in accordance with the Comprehensive Plan. Design and installation shall meet the minimum requirements established by this Code and City standards.

**(g) Type of Improvements Required**

In the absence of any provision to the contrary, the applicant shall provide the following improvements in conformance with the standards, specifications and requirements of this Code, the Comprehensive Plan and any state or federal requirements:

- (i) Streets including but not limited to curb and gutter, driveways, pavement, sidewalks, bicycle facilities, alleys, bridges, street lighting, street name signs, traffic control signage or devices, medians and landscaping;
- (ii) Permanent survey monuments, range points and lot pins;
- (iii) Public open space;
- (iv) Water system including but not limited to water lines, fire hydrants, valves and water towers;
- (v) Sanitary sewer system including but not limited to sanitary sewer water lines, force mains, manholes, cleanouts and lift stations;
- (vi) Storm water system including but not limited to drainage easements, channels, culverts, storm water lines and inlets and any associated stabilization as required to provide storm water facilities in accordance with the ordinances and standards of the City; and
- (vii) Utilities including but not limited to electric, cable, natural gas and telephone service shall be installed in conformance with the terms and regulations of the provider of the utility.

**(h) Continuity of Improvements**

All required public improvements shall be designed and installed to provide for continuity of improvements between adjacent properties. Pedestrian, vehicle, water, sanitary sewer and storm water improvements shall be extended along the property line to the furthest property line within a subdivision or a single lot (“to and through”).

# LANCASTER CITY COUNCIL

Item 6

## Agenda Communication

November 10, 2014

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

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This request supports the City Council 2014-2015 Policy Agenda.

**Goal: Civic Engagement**

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#### Background

At the September 8, 2014 meeting, City Council made appointments to City Boards and Commissions. Annually, following board and commission appointments, Councilmembers select the boards/commissions that they would like to serve as Council liaison.

In accordance with Resolution 2007-09-105, appointments are based on seniority with the most tenured member choosing from the boards/commissions first. Following is a list of councilmembers by seniority:

Mayor Pro Tem James Daniels  
Deputy Mayor Pro Tem Nina Morris  
Councilmember Marco Mejia  
Councilmember Stanley Jaglowski  
Councilmember LaShonjia Harris  
Councilmember Carol Strain-Burk

#### Considerations

Currently serving as liaisons are the following:

<u>Board/Commission</u>	<u>Councilmember</u>
Airport Board	Jaglowski
Animal Shelter Advisory Committee	Jaglowski
Civil Service Commission	Harris
Economic Development Corp.	Mejia
Historic Landmark Preservation Committee	Strain-Burk
Library Advisory Board	Harris

**Board/Commission**

**Councilmember**

Museum Advisory Board

Parks and Recreation Advisory Board/  
Recreational Development Corp.

Morris

Planning & Zoning Commission

Daniels

Property Standards & Appeals Board

Mejia

Youth Advisory Committee

Morris

Zoning Board of Adjustment

Daniels

**Options/Alternatives**

1. Council may make selections for council liaisons to boards and commissions.
2. Council may postpone selection of council liaisons and direct staff.

**Recommendation**

Selection of council liaisons is solely at Council's pleasure.

**Attachments**

- Resolution 2007-09-105 (council liaison policy)

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**Submitted by:**

Sorangel O. Arenas, City Secretary

**RESOLUTION NO. 2007-09-105**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, ESTABLISHING A POLICY FOR COUNCILMEMBERS TO SERVE AS LIAISONS TO ALL BOARDS AND COMMISSIONS OF THE CITY; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, it is the intention of the City Council of the City of Lancaster to provide effective communication to all the boards and commissions; and

**WHEREAS**, Councilmembers serving as liaisons to the various City's boards and commissions will be able to provide necessary resources and information to the boards and commissions.

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

**Section 1.** All City Councilmembers, with the exception of the Mayor, will serve as Council liaisons to all the boards and commissions of the City for a period of one year. Councilmembers will select different boards and/or commissions to serve as liaisons after or around the completion of the boards and commissions appointments in July.

**Section 2.** Each Councilmember will be allowed to select the board or commission they would like to serve as liaisons to by order of seniority.

**Section 3.** Each Councilmember may submit a quarterly report to the entire council through the City Secretary on their respective board and/or commission's activity.

**Section 4.** Councilmembers are strongly encouraged, rather than required, to attend all meetings of their selected boards and/or commissions.

**Section 5.** Any prior Resolution of the City Council in conflict with the provisions contained in this Resolution are hereby repealed or revoked.

**Section 6.** 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.

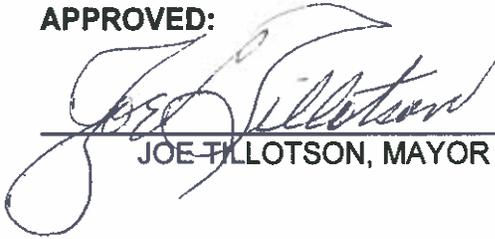
**Section 7.** This Resolution shall take effective immediately from and after its passage, and it is accordingly so resolved.

**DULY PASSED** and approved by the City Council of the City of Lancaster, Texas, on this the 24th day of September 2007.

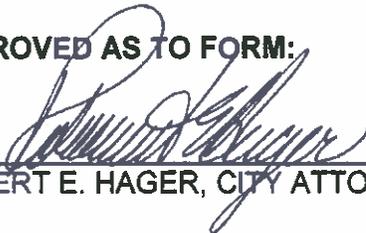
**ATTEST:**

  
\_\_\_\_\_  
DOLLE K. SHANE, CITY SECRETARY

**APPROVED:**

  
\_\_\_\_\_  
JOE TILLOTSON, MAYOR

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
ROBERT E. HAGER, CITY ATTORNEY