



ADMINISTRATION
285 Uptown Blvd., Bldg. 100
Cedar Hill, TX 75104
O. 972.291.5100
F. 972.291.5199

**NOTICE OF MEETING
CEDAR HILL CITY COUNCIL
TUESDAY, APRIL 14, 2026
T.W. "TURK" CANNADY/CEDAR HILL ROOM
CEDAR HILL GOVERNMENT CENTER
285 UPTOWN BLVD. BLDG. 100
CEDAR HILL, TEXAS
7:00 P.M.**

VISION STATEMENT: We envision Cedar Hill as a premier city that retains its distinctive character; where families and businesses flourish in a safe and clean environment.

MISSION STATEMENT: The mission of the City of Cedar Hill is to deliver the highest quality municipal services to our citizens and customers consistent with our community values.

AGENDA

- 1. Call meeting to order.**
- 2. Invocation:** Pastor Don Lunceford, Cornerstone Bible Church, Cedar Hill.
- 3. Pledge of Allegiance.**
- 4. Presentations.**
 - a.** Swearing in and badge pinning of newly promoted Assistant Chief of Police and Police Captain and newly appointed Fire Assistant Chief.
 - b.** Present a Proclamation designating the week of May 11-16, 2026 as National Police Week in Cedar Hill.
 - c.** Present a Proclamation designating the week of April 12-18, 2026 as National Public Safety Telecommunicators Week in Cedar Hill.
 - d.** Present a Proclamation designating April 18, 2026, as Arbor Day in Cedar Hill.
 - e.** Present a Proclamation designating the week of April 19-25, 2026 as National Library Week in Cedar Hill.

- f. Present a Proclamation designating the month of April 2026 as Autism Acceptance Month in Cedar Hill.
 - g. Present a Proclamation designating the week of May 4 - 8, 2026, as National Economic Development Week in Cedar Hill.
 - h. Present a Proclamation designating May 9, 2026 as World Migratory Bird Day in Cedar Hill.
 - i. Present a Proclamation designating the month of May 2026 as Building Safety Month in Cedar Hill.
5. **Citizens Forum/Public Comments.** *Citizens wishing to speak during this time should submit a Speaker Request Form to the City Secretary before the meeting begins. Public comments may also be submitted online at:*cedarhilltx.com/publiccomment. *All public comments submitted online by 3pm on City Council meeting dates will be distributed to the City Council and entered into record.*
6. **Public Hearings.**
 - a. Case No. CUP-767-2026 – Conduct a public hearing and consider an application for a Conditional Use Permit (CUP) for the sale of alcoholic beverages for on-premise consumption in conjunction with a restaurant, on property zoned Local Retail (LR) District, generally located on the northwest side of Highway 67, east of FM 1382, with the address being 241 E. FM 1382, Suite 317 [Sunny Thai].
*Applicant: Vatsana Soulahphy, TR LAO-MEX INC.
Property Owner: Kay Mead, RPI Cedar Hill Ltd.*
 - b. Conduct a public hearing and consider adoption of Ordinance No. 2026-871, which amends Chapter 15, Article VIII of the Cedar Hill Code of Ordinances by providing for Youth Standards of Care in the Parks and Recreation Department.
7. **Bond Matters.**
 - a. Consider approving Resolution No. R26-786, which authorizes the publication of Notice of Intention to Issue Series 2026 Certificates of Obligation.
8. **Consent Agenda:**
The Consent Agenda includes routine items that may be acted upon with a single vote. Any council member may remove items from the Consent Agenda for separate discussion and consideration.
 - a. Consider approving the minutes of the March 10, 2026 Regular City Council Meeting.
 - b. Consider authorizing the purchase of 13 Panasonic FZ55 Toughbooks for police patrol vehicles from BAYCOM.
 - c. Consider acceptance of 2025 Racial Profiling Analysis by Dr. Eric Fritsch with Justice Research Consultants, LLC.

- d. Case No. SP-754-2025 – Consider approving, in accordance with the Planning & Zoning Commission's recommendation, an application for a site plan on property zoned Industrial (I) District, located on the west side of American Way, immediately to the west of the intersection of American Way and Freedom Way, with the address being 1535 American Way.
Applicant: Andrea Petty with Franz Architects
Property Owners: Sisi Zhang with Lifeyard LLC
- e. Consider authorizing the Mayor to execute an Interlocal Participation Agreement with TASB Energy Cooperative.
- f. Consider awarding funding for the 2026 Cedar Hill Green Awards to Connecting Cedar Hill with Building Kingdom Community Church as recommended by the Beautification and Environmental Sustainability (BES) Board.
- g. Consider accepting the semi-annual report from the Cedar Hill Capital Impact Fee Advisory Committee.
- h. Consider authorizing the Mayor to execute documents related to the National Opioid Six Remnant Defendants Settlement.
- i. Consider approving Resolution No. R26-785, which authorizes the submission of a continuation grant application to the Motor Vehicle Crime Prevention Authority (MVPCA) for the lease of Automatic License Plate Readers (ALPR), Mobile Security Deterrence Trailers, and a Drone as First Responder (DFR).

9. Regular Agenda.

- a. Consider approval of an agreement with Whirlix Design Inc. for the construction of Cedar Hill's Legacy Dog Park at the Trinity Church campus located at 1231 E. Pleasant Run Road, Cedar Hill, Texas.

10. Closed Session.

- a. Closed Session called pursuant to Section 551.072 of the Texas Government Code: Deliberation Regarding Real Property: Deliberate the purchase and value of real property when such deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person;

and

Closed Session called pursuant to Section 551.087 of the Texas Government Code - Deliberation Regarding Economic Development Negotiations: Discussion or deliberation regarding commercial or financial information that the City of Cedar Hill ("City") has received from a business prospect that the City seeks to have locate, stay, or expand in or near the territory of Cedar Hill and with which the City is conducting economic development negotiations; and/or to deliberate the offer of a financial or other incentive to the business prospect.

- Hotel Convention Center

11. **Reconvene in Open Session and consider any action needed as a result of the Closed Session.**
12. **Adjourn.**

I certify that the above notice of meeting was posted in accordance with the Texas Open Meetings Act on the 8th day of April 2026.

Belinda Berg

City Secretary

This facility is wheelchair accessible. If you plan to attend this public meeting and you have a disability that requires special arrangements, please call 972-291-5100 Ext. 1011 or (TDD) 1-800-RELAY TX (1-800-735-2989) at least 48 hours in advance. Reasonable accommodations will be made to assist your needs.

"PURSUANT TO SECTION 30.07, PENAL CODE (TRESPASS BY LICENSE HOLDER WITH AN OPENLY CARRIED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), IS PROHIBITED FROM CARRYING A HANDGUN INTO THE ROOM OR ROOMS IN WHICH ANY MEETING OF THE CITY COUNCIL OR ANY OTHER CITY BOARD OR COMMISSION THAT IS SUBJECT TO CHAPTER 551, TEXAS GOVERNMENT CODE (OPEN MEETINGS ACT) IS MEETING"

"DE CONFORMIDAD CON LA SECCIÓN 30.07, CÓDIGO PENAL (TRASPASO POR EL TITULAR DE LA LICENCIA CON UN ARMA DE MANO ABIERTA LLEVADA), UNA PERSONA CON LICENCIA BAJO EL SUBCAPÍTULO H, CAPÍTULO 411, CÓDIGO GUBERNAMENTAL (LEY DE LICENCIA DE ARMAS DE MANO), ESTÁ PROHIBIDO LLEVAR UNA HABITACIÓN EN LA MANO CUALQUIER REUNIÓN DEL CONSEJO DE LA CIUDAD O CUALQUIER OTRA JUNTA O COMISIÓN DE LA CIUDAD QUE ESTÉ SUJETO AL CAPÍTULO 551, CÓDIGO DE GOBIERNO DE TEXAS (LEY DE REUNIONES ABIERTAS) "

PREMIER STATEMENTS

CEDAR HILL HAS DISTINCTIVE CHARACTER

CEDAR HILL IS SAFE

CEDAR HILL IS CLEAN

CEDAR HILL HAS VIBRANT PARKS, TRAILS AND NATURAL BEAUTY

CEDAR HILL HAS AN ENGAGED COMMUNITY

CEDAR HILL HAS EXCELLENT, SAFE & EFFICIENT INFRASTRUCTURE

CEDAR HILL HAS A STRONG AND DIVERSE ECONOMY

CEDAR HILL HAS TEXAS SCHOOLS OF CHOICE

CITY COUNCIL VALUES

PEOPLE AND RELATIONSHIPS

STEWARDSHIP

HIGHEST ETHICAL STANDARDS, BEHAVIOR, AND INTEGRITY

SERVANT LEADERSHIP

I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the Cedar Hill Government Center bulletin board on the _____ day of _____, 2026, By: _____

**CITY OF CEDAR HILL
CITY COUNCIL AGENDA ITEM**

Agenda Date: 04/14/2026

Agenda Wording:

Swearing in and badge pinning of newly promoted Assistant Chief of Police and Police Captain and newly appointed Fire Assistant Chief.

Summary:

Public Safety Director Reyes will conduct a badge pinning ceremony and Oath of Office promoting Lieutenant LeAnne Hartin to Captain and Captain Colin Chenault to Assistant Chief of Police. Newly appointed Assistant Fire Chief Brent Batla will also be administered the Oath of Office.

Recommended Action:

Administer the Oaths of Office and swear in officers.

Department: Police

Contact Name: Chief Ely Reyes

Attachments: No

Phone Number: (972) 291-5181

If yes, how many pages: N/A

**CITY OF CEDAR HILL
CITY COUNCIL AGENDA ITEM**

Agenda Date: 04/14/2026

Agenda Wording:

Present a Proclamation designating the week of May 11-16, 2026 as National Police Week in Cedar Hill.

Summary:

The Mayor will issue a proclamation recognizing the week of May 11-16, 2026 as National Police Week in Cedar Hill to commemorate the service of law enforcement officers in our community and in communities across the nation.

The Cedar Hill Police Department will be hosting a candlelight vigil on May 11, 2026 at 7:30pm at 601 E. Belt Line Rd. The community is invited to join us to honor the memory of fallen officers and show support for law enforcement throughout the nation.

Recommended Action:

Present Proclamation.

Department: Police

Contact Name: Chief Ely Reyes

Attachments: No

Phone Number: (972) 291-5181

If yes, how many pages: N/A

**CITY OF CEDAR HILL
CITY COUNCIL AGENDA ITEM**

Agenda Date: 04/14/2026

Agenda Wording:

Present a Proclamation designating the week of April 12-18, 2026 as National Public Safety Telecommunicators Week in Cedar Hill.

Summary:

The Mayor will present a proclamation designating the week of April 12-18, 2026 as National Public Safety Telecommunicators Week in Cedar Hill to commemorate the service of dispatchers in our community and in communities across the nation.

Recommended Action:

Present Proclamation

Department: Police

Contact Name: Chief Ely Reyes

Attachments: No

Phone Number: (972) 291-5181

If yes, how many pages: N/A

**CITY OF CEDAR HILL
CITY COUNCIL AGENDA ITEM**

Agenda Date: 04/14/2026

Agenda Wording:

Present a Proclamation designating April 18, 2026, as Arbor Day in Cedar Hill.

Summary:

The Arbor Day Foundation is the largest 501c3 nonprofit membership organization dedicated to planting trees. More than 1 million members, supporters, and valued partners have helped them plant more than 350 million trees in neighborhoods, communities, cities, and forests throughout the world to ensure a greener and healthier future for everyone. Trees help improve the visual appeal of a neighborhood, increase property values, reduce home cooling costs, remove air pollutants, and provide wildlife habitats, among many other benefits.

The City of Cedar Hill has been designated as a Tree City USA for eighteen (18) years. Standards of certification for the program include: a tree board or department, a tree-care ordinance, an annual community forestry budget of at least \$2 per capita, and an Arbor Day observance and proclamation. Today, more than 137 million Americans make their homes in Tree City USA communities, benefiting from the cleaner air, shadier streets and aesthetic that healthy, well-managed forests provide.

Recommended Action:

Present Proclamation.

Department: Parks and Recreation

Contact Name: Shawn Ray

Phone Number: (972) 291-5130

Attachments: No

If yes, how many pages: N/A

**CITY OF CEDAR HILL
CITY COUNCIL AGENDA ITEM**

Agenda Date: 04/14/2026

Agenda Wording:

Present a Proclamation designating the week of April 19-25, 2026 as National Library Week in Cedar Hill.

Summary:

National Library Week is an annual celebration highlighting the valuable role libraries, librarians, and library workers play in transforming lives and strengthening our communities.

The Traphene Hickman Library in Cedar Hill embodies the spirit of joy, collaboration, life-long learning, inclusivity, and service. The impact of the library can be seen and felt throughout the region. Library staff has served more than 400,000 families, children, and residents since the grand opening. From educational programming to literacy and wellness initiatives, there's something here for everyone! We are the heartbeat of the community and home away from home! It is an honor to join libraries across the nation in celebration of National Library Week!

This year marks the 68th anniversary of the first event with the theme "Find Your Joy", which invites people of all backgrounds to explore and discover what sparks joy in them at the library.

Recommended Action:

Present Proclamation.

Department: Library

Contact Name: Aranda Bell

Phone Number: (972) 291-5100 Ext.
1321

Attachments: No

If yes, how many pages: N/A

**CITY OF CEDAR HILL
CITY COUNCIL AGENDA ITEM**

Agenda Date: 04/14/2026

Agenda Wording:

Present a Proclamation designating the month of April 2026 as Autism Acceptance Month in Cedar Hill.

Summary:

Autism is a lifelong neurological condition that impacts 1 in 31 people worldwide. While most patients are diagnosed in childhood, many are diagnosed as adults due to improvements in detection. As awareness increases about autism and the ways it impacts daily life, including communication and social impediments, this increased awareness also shapes the use of detection tools.

Each year, the month of April is set aside in order to educate the public about autism, to promote early diagnosis and intervention, to advocate for continued research and learn more about autism as we support the individuals, healthcare providers, and loved ones who work tirelessly to improve outcomes. Together, we can celebrate those with autism and their stories.

Recommended Action:

Present Proclamation.

Department: Administration

Contact Name: Belinda Berg

Phone Number: (214) 291-5100 Ext.
1011

Attachments: No

If yes, how many pages: N/A

**CITY OF CEDAR HILL
CITY COUNCIL AGENDA ITEM**

Agenda Date: 04/14/2026

Agenda Wording:

Present a Proclamation designating the week of May 4 - 8, 2026, as National Economic Development Week in Cedar Hill.

Summary:

Economic Development Week was created by the International Economic Development Council in 2016 to increase awareness of local programs that create jobs, advance career development opportunities, and improve the quality of life in communities everywhere.

In 2025 the City Council developed a new ambitious vision for the future of Cedar Hill. Their vision included several new priorities for economic development that will help the community thrive. The primary goals in the new strategy are to develop and implement a targeted business attraction strategy, focusing primarily on retail, restaurants, and entertainment; to strengthen existing business support; and to develop key areas in Cedar Hill, with a heavy priority placed on Downtown.

Recommended Action:

Present Proclamation.

Department: Economic Development

Contact Name: Henry Florsheim

Attachments: No

Phone Number: (972) 291-5132

If yes, how many pages: N/A

**CITY OF CEDAR HILL
CITY COUNCIL AGENDA ITEM**

Agenda Date: 04/14/2026

Agenda Wording:

Present a Proclamation designating May 9, 2026 as World Migratory Bird Day in Cedar Hill.

Summary:

Cedar Hill proudly recognizes May 9, 2026, as World Migratory Bird Day and honors the partners whose dedication to education and conservation helps protect these remarkable species. As a certified Bird City, Cedar Hill is deeply committed to safeguarding birds and their habitats—an effort reflected in both our daily practices and long-term vision.

This year's theme, "Every Bird Counts: Your Observations Matter," highlights the vital role of community science in advancing conservation and deepening our shared connection to the natural world.

Across our community, native plantings enrich the landscape while providing essential food and shelter for migratory birds. Our commitment to preserving green space protects critical nesting habitats, supporting species such as the endangered Golden-cheeked Warbler, which has once again returned to the Cedar Hill area. With more than 200 bird species passing through our region, we are intentional in cultivating spaces that sustain and support their journeys.

In Cedar Hill, we believe that when birds thrive, people prosper. Through thoughtful stewardship and strong partnerships, we continue to foster a healthier, more vibrant environment for both wildlife and our community.

Recommended Action:

Present Proclamation.

Attachments

WMBD Proclamation

Department: Parks and Recreation

Contact Name: Shawn Ray

Phone Number: (972) 291-5100 Ext.
2844

Attachments: No

If yes, how many pages: N/A

CITY OF CEDAR HILL

A PROCLAMATION OF THE CITY COUNCIL OF CEDAR HILL TEXAS,
RECOGNIZING MAY 9, 2026 AS WORLD MIGRATORY BIRD DAYS;
PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN
EFFECTIVE DATE.

WHEREAS, migrant birds play an important economic role in our community, controlling insect pests and generating millions in recreational dollars statewide; and

WHEREAS, the conservation theme this year is *Every Bird Counts, Your Observations Matter*, and focuses on the importance of insects as essential food sources for migratory birds.

WHEREAS, virtually all migratory birds rely on water and some type of wetland habitat at some point during their life cycles. Lakes, rivers, streams, ponds, wetlands, coastal marshes, and oceans are vital for feeding, drinking, or nesting, and are extremely important as places to rest and refuel during migration; and

WHEREAS, public awareness and concern are crucial components of migratory bird conservation; and

WHEREAS, citizens enthusiastic about birds, informed about the threats they face, and empowered to help address those threats can directly contribute to maintaining healthy bird populations; and

WHEREAS, since 1993 World Migratory Bird Day (formerly International Migratory Bird Day) has become a primary vehicle for focusing public attention on the nearly 350 species that travel between nesting habitats in our communities and throughout North America and their wintering grounds in South and Central American, Mexico, the Caribbean, and the southern U.S.; and

WHEREAS, hundreds of thousands of people observe WMBD, gathering in town squares, community centers, schools, parks, nature centers, and wildlife refuges to learn about birds, take action to conserve them, and simply to have fun; and

WHEREAS, while WMBD is annually recognized two days out of the year, its encouraged that planners and city staff schedule activities and events on dates throughout the year best suited to the presence of both migratory bird conservation, but also a call to action; and

**NOW, THEREFORE, I, Stephen Mason, Mayor of Cedar Hill, do hereby proclaim
Saturday, May 9, 2026 as World Migratory Bird Day**

Section 1: The Mayor and City Council recognize Saturday, May 9, 2026 as World Migratory Bird Days in the City of Cedar Hill, Texas.

Section 2: Resolutions, or parts thereof, which are in conflict with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 3: That this Resolution shall take effect immediately upon its passage, and it is so resolved.

PASSED AND APPROVED, this, the 14th day of April 2026, by the City Council of Cedar Hill, Texas.

CITY OF CEDAR HILL:

Stephen Mason, Mayor

ATTEST:

Belinda Berg, City Secretary

**CITY OF CEDAR HILL
CITY COUNCIL AGENDA ITEM**

Agenda Date: 04/14/2026

Agenda Wording:

Present a Proclamation designating the month of May 2026 as Building Safety Month in Cedar Hill.

Summary:

Building Safety Month is an international campaign celebrated annually in May to raise awareness about building safety. The City will participate in the 2026 campaign, themed "Built to Last," which highlights the importance of modern building codes, effective enforcement, and community awareness in ensuring safe, resilient, and sustainable development.

As part of this initiative, Building Inspections will host a Building Safety Workshop in conjunction with the Neighborhood Seminar on May 16, 2026 from 9:00am to 12:00pm, at the Traphene Hickman Library, providing residents with valuable information, resources, and opportunities to engage directly with staff on building safety topics.

Recommended Action:

Present Proclamation.

Department: Building Inspections

Contact Name: Stacey Graves

Phone Number: (972) 291-5100 Ext.
1094

Attachments: No

If yes, how many pages: N/A

**CITY OF CEDAR HILL
CITY COUNCIL AGENDA ITEM**

Agenda Date: 04/14/2026

Agenda Wording:

Case No. CUP-767-2026 – Conduct a public hearing and consider an application for a Conditional Use Permit (CUP) for the sale of alcoholic beverages for on-premise consumption in conjunction with a restaurant, on property zoned Local Retail (LR) District, generally located on the northwest side of Highway 67, east of FM 1382, with the address being 241 E. FM 1382, Suite 317 [Sunny Thai].

Applicant: Vatsana Soulahphy, TR LAO-MEX INC.

Property Owner: Kay Mead, RPI Cedar Hill Ltd.

Summary:

The restaurant, Sunny Thai, requests to sell and serve alcoholic beverages for on-premise consumption within their establishment, an approximate 3,200-square-foot tenant space plus its outdoor patio dining areas.

A CUP is required for the sale and for the on-premise consumption of alcoholic beverages in conjunction with a restaurant. The Texas Alcoholic Beverage Commission (TABC) recently allowed restaurants who hold licenses and/or permits for on-premise consumption to also sell alcoholic beverages for off-premises consumption with food that is "to go". These businesses must still operate as restaurants with a maximum 40 percent of gross sales coming from the sale of alcohol, per the city's ordinance.

On March 17, 2026, the Planning and Zoning Commission recommended approval by a vote of 7-0-0 subject to the following conditions:

1. The operation of the use is subject to the site plan and floor plan with attachments and the requirements in Section 4.1.4 of the Zoning Ordinance.
2. This Conditional Use Permit is only valid for the operator "TR LAO-MEX INC.". A new CUP shall be required if the operator on the TABC license changes.
3. There shall be no outdoor amplified sound/music.
4. This Conditional Use Permit excludes the use of games of chance; gambling-like device versions of bingo, keno, blackjack, lottery, roulette, video poker, eight-liners or similar electronic, electromechanical, or mechanical games, or facsimiles thereof.
5. Any commercial amusement uses/activities including, but not limited to, dancing, karaoke and live music shall require an amendment to the Conditional Use Permit.

Recommended Action:

Concur with the Planning and Zoning Commission's recommendation.

Attachments

PZ Draft Minutes
Staff Report
Aerial Map

Zoning Map
Floor Plan
Site Plan
Conservation and Growth Map
Newspaper Notice
Notice of Public Hearing
List of Notified Property Owners

Department: Planning

Contact Name: Angela Self, FAICP

Phone Number: (972) 291-5100 Ext
1082

Attachments: Yes

If yes, how many pages: 20

**MINUTES
PLANNING AND ZONING COMMISSION
MEETING OF MARCH 17, 2026**

The Planning and Zoning Commission of the City of Cedar Hill, Texas met on Tuesday, March 17, 2026, at 6:00 p.m. in the T. W. "Turk" Cannady/Cedar Hill Room, 285 Uptown Blvd, Bldg. 100, Cedar Hill, TX.

Planning & Zoning Commissioners Present: Chairperson Lisa Thierry, Vice-Chairperson Jay Patton, and Commissioners Jerry White, Steven Hendon, Allena Anderson, Jami McCain, and Lew Blackburn

Absent: None

City Staff Members Present: Angela Self, Planning Director; Stacey Graves, Development Services Director; Henry Florsheim, Economic Development Director; Maria Peña, Assistant Planning Director; Robert Woodbury, City Engineer; Josue De La Vega, Senior Planner; and Debra Kalsnes, Planning Executive Assistant

1. Call the Meeting to Order.

Chairperson Thierry called the meeting to order at 6:00 p.m. declaring it an open meeting in which a quorum was present, and the meeting notice was duly posted.

2. Approve the minutes of the March 3, 2026, regular meeting.

A motion was made by Commissioner White and seconded by Commissioner Anderson to approve the minutes of the March 3, 2026, regular meeting. The vote was as follows:

Ayes: 5 – Chairperson Thierry, Vice-Chairperson Patton and Commissioners White, Anderson, and Blackburn

Nays: None

Abstain: 1 – Commissioner McCain due to absence

The motion carried.

3. Citizens Forum/Public Comments.

There were none.

At 6:02, Commissioner Hendon entered the meeting.

4. Regular Items

- a. Case No. SP-754-2025** – Consider an application for a site plan on property zoned Industrial (I) District, located on the west side of American Way, immediately to the west of the intersection of American Way and Freedom Way, with the address being 1535 American Way.

Applicant: Andrea Petty with Franz Architects

Property Owners: Sisi Zhang with Lifeyard LLC

Senior Planner De La Vega briefed the Commission on the request. He indicated that staff recommended approval subject to the conditions listed in the staff report.

Chairperson Thierry asked if there were any questions for staff from the Commissioners. There were none. Commissioner McCain thanked staff for continuing to develop the business park.

Chairperson Thierry asked the applicant to come forward and address the Commission. Aileen Sun at 900 Autumn Court, McKinney, TX, came forward, made a brief statement, and stated she was available to answer any questions.

Chairperson Thierry asked if there were any questions for the applicant. There were none.

Commissioner Patton made a motion to approve subject to staff's conditions.

The motion was seconded by Commissioner White.

Ayes: 7 – Chairperson Thierry, Vice-Chairperson Patton and Commissioners White, Hendon, Anderson, McCain, and Blackburn

Nays: None

Abstain: None

Chairperson Thierry declared the motion carried and stated that this case would be considered by City Council on April 14, 2026.

5. Public Hearing Item

- a. Case No. CUP-767-2026** – Conduct a public hearing and consider an application for a Conditional Use Permit (CUP) for the sale of alcoholic beverages for on-premise consumption in conjunction with a restaurant, on property zoned Local Retail (LR) District, generally located on the northwest side of Highway 67, east of FM 1382, with the address being 241 E. FM 1382, Suite 317 [Sunny Thai].

Applicant: Vatsana Soulaphy, TR LAO-MEX INC.

Property Owner: Kay Mead, RPI Cedar Hill Ltd.

Senior Planner De La Vega briefed the Commission on the request. He indicated that staff recommended approval subject to the following conditions:

1. The operation of the use is subject to the site plan and floor plan with attachments and the requirements in Section 4.1.4 of the Zoning Ordinance.
2. This Conditional Use Permit is only valid for the operator "TR LAO-MEX INC.". A new CUP shall be required if the operator on the TABC license changes.
3. There shall be no outdoor amplified sound/music.
4. This Conditional Use Permit excludes the use of games of chance; gambling-like device versions of bingo, keno, blackjack, lottery, roulette, video poker, eight-liners or similar electronic, electromechanical, or mechanical games, or facsimiles thereof.
5. Any commercial amusement uses/activities including, but not limited to, dancing, karaoke and live music shall require an amendment to the Conditional Use Permit.

Chairperson Thierry asked if there were any questions for staff from the Commissioners. There were none.

Chairperson Thierry asked the applicant to come forward and address the Commission. The applicant was not present.

Chairperson Thierry opened the public hearing. She asked if there was anyone wishing to speak in support or opposition of the request. No one came forward.

Chairperson Thierry asked the Commission if there were additional questions of staff or the applicant. There were none.

Commissioner Anderson made a motion to approve subject to staff's conditions.

The motion was seconded by Commissioner Hendon.

Ayes: 7 – Chairperson Thierry, Vice-Chairperson Patton and Commissioners White, Hendon, Anderson, McCain and Blackburn

Nays: None

Abstain: None

Chairperson Thierry declared the motion carried and stated that this case would be considered by City Council on April 14, 2026.

- b. Case No. PD-708-2025** – An application for a change in zoning from Planned Development (PD) No. 85-807 District to a Planned Development (PD) District to allow Mini-Warehouse/Self Storage on a property generally located on the southern corner of the intersection of New Clark Road and East Wintergreen Road with the address being 1300 New Clark Road.
-

Applicant: Oziel Vigil, Reliable Commercial Construction
Representative: Charles Anglin, Kudu CMA, LLC
Property Owner: Mark Hajdu, Southdal, LLP

At 6:23 p.m., Commissioner McCain abstained due to Conflict of Interest and left the meeting.

Senior Planner De La Vega briefed the Commission on the request.

Chairperson Thierry asked if there were any questions for staff from the Commissioners.

Staff responded to a question posed by the Commission and stated that since the request does not align with the 2022 Comprehensive Plan and staff does not support this request.

Chairperson Thierry asked the applicant to come forward and address the Commission. Charles Anglin at 12050 Bella Vino Dr, Fort Worth, TX, came forward, made a statement, and stated he was available to answer questions.

Chairperson Thierry asked the Commission if there were any questions of the applicant.

The applicant responded to the Commission's question and stated that they did not search for different properties for their product, that it was intentional to be in a residential area as tenants tend to be from within a 3-mile radius, there would be some signage and directional signage, there would be six full-time employees, they would service the neighborhood for homeowners to reclaim space in their home, and that it would be open during business hours.

Chairperson Thierry opened the public hearing. She asked if there was anyone wishing to speak in support of the request. No one came forward.

Chairperson Thierry asked if there was anyone wishing to speak in opposition of the request. The following came forward and made a statement:

1. Edward Wilks at 1603 Tulley St, Cedar Hill, TX
 2. Chris Wilks at 119 Hunter Dr, Cedar Hill, TX
 3. Patricia Bushart at 107 Rocky Creek Dr, Cedar Hill, TX
 4. Carlos Gonzales at 117 Hunter Dr, Cedar Hill, TX
 5. Delores Shaw at 1509 Chapman St, Cedar Hill, TX
 6. David Burkel at 1416 Hamilton Dr, Cedar Hill, TX
 7. Laina Heathman at 415 L Thompson St, Cedar Hill, TX
 8. Princess Banks at 200 High Pointe Ln, Cedar Hill, TX
 9. Christine Snyder at 321 Chapman St, Cedar Hill, TX
 10. Anna Green at 1524 Summers Dr, Cedar Hill, TX
 11. Bertha Middleton at 1221 Nutting St, Cedar Hill, TX
 12. Valerie Holston at 105 Rocky Creek, Cedar Hill, TX
 13. Howard Starling at 1401 Hamilton Dr, Cedar Hill, TX
 14. Floyd Harrison at 109 Hunter Dr, Cedar Hill, TX
 15. Michael Johnson at 1402 Horton Dr, Cedar Hill, TX
-

16. Fabian Solorio at 1257 Longleaf Dr, Cedar Hill, TX
17. Samantha Ulibarri at 130 Couch Ln, Cedar Hill, TX
18. Billy Poole at 155 Biscayne Dr, Cedar Hill, TX
19. Harry Joslin at 200 E Wintergreen Rd, Cedar Hill, TX
20. Mark Stodola at 400 James St, Cedar Hill, TX
21. Erin McClendon at 603 Stonefield Ln, Cedar Hill, TX
22. Nicola Myers at 101 Dennis Dr, Cedar Hill, TX
23. Elissa Gonzales at 423 L Thompson St, Cedar Hill, TX
24. Darrin Dawn at 1310 Falcon Tr, Cedar Hill, TX

Chairperson Thierry closed the public hearing.

Chairperson Thierry asked the Commission if there were additional questions of staff or the applicant.

The Commission thanked the citizens for voicing their opinion regarding this application.

The Commission deliberated.

Commissioner White made a motion to deny.

The motion was seconded by Commissioner Blackburn.

Ayes: 6 – Chairperson Thierry, Vice-Chairperson Patton and Commissioners White, Hendon, Anderson and Blackburn

Nays: None

Abstain: 1- Commissioner McCain

Chairperson Thierry declared the motion carried.

At 8:18 p.m., Commissioner McCain re-entered the meeting.

6. Staff Reports.

Planning Director Self that there would not be a meeting on April 7th.

7. Adjourn.

Commissioner Anderson made a motion to adjourn and it was seconded by Commissioner Blackburn.

The meeting adjourned at 8:19 p.m.

Lisa Thierry
Chairperson

Debra Kalsnes
Planning Executive Assistant

DRAFT

TO: Planning and Zoning Commission

FROM: Josue De La Vega, Senior Planner

P&Z DATE: March 17, 2026

RE: Case No. CUP-767-2026 (Sunny Thai)

REQUEST:

Case No. CUP-767-2026 – Conduct a public hearing and consider an application for a Conditional Use Permit (CUP) for the sale of alcoholic beverages for on-premise consumption in conjunction with a restaurant, on property zoned Local Retail (LR) District, generally located on the northwest side of Highway 67, east of FM 1382, with the address being 241 E. FM 1382, Suite 317 [Sunny Thai].

Applicant: Vatsana Soulaphy, TR LAO-MEX INC.
Property Owner: Kay Mead, RPI Cedar Hill Ltd.

SUMMARY:

The restaurant, Sunny Thai, requests to sell and serve alcoholic beverages for on-premise consumption within their establishment, an approximate 3,200-square-foot tenant space plus its outdoor patio dining areas.

A CUP is required for the sale and for the on-premise consumption of alcoholic beverages in conjunction with a restaurant. The Texas Alcoholic Beverage Commission (TABC) recently allowed restaurants who hold licenses and/or permits for on-premise consumption to also sell alcoholic beverages for off-premises consumption with food that is “to go”. These businesses must still operate as restaurants with a maximum 40 percent of gross sales coming from the sale of alcohol, per the city’s ordinance.

ACTION REQUIRED:

Per Section 2.1.3, an affirmative vote of four members of the Planning and Zoning Commission is required to recommend approval for each CUP request to City Council. The Commission’s decision shall be based upon:

1. A determination that each of the conditional uses are appropriate at this location upon assessment of the “CUP Factors for Consideration” and;
2. The request for the sale of alcoholic beverages for on-premise consumption complies with all codes and ordinances as described in Section 4.1.4

Alcoholic Beverage Requirements.

STAFF RECOMMENDATION:

Staff recommends approval subject to the following conditions:

1. The operation of the use is subject to the site plan and floor plan with attachments and the requirements in Section 4.1.4 of the Zoning Ordinance.
2. This Conditional Use Permit is only valid for the operator "**TR LAO-MEX INC.**". A new CUP shall be required if the operator on the TABC license changes.
3. There shall be no outdoor amplified sound/music.
4. This Conditional Use Permit excludes the use of games of chance; gambling-like device versions of bingo, keno, blackjack, lottery, roulette, video poker, eight-liners or similar electronic, electromechanical, or mechanical games, or facsimiles thereof.
5. Any commercial amusement uses/activities including, but not limited to, dancing, karaoke and live music shall require an amendment to the Conditional Use Permit.

CUP FACTORS FOR CONSIDERATION:

Per Section 3.20.5, the following factors shall be considered when rendering a decision on the evaluation of the compatibility with surrounding properties.

Factor	Staff's Findings
<i>Consistency with the 2022 Comprehensive Plan</i>	The <u>2022 Comprehensive Plan</u> does not designate where on-premise alcoholic beverage uses are appropriate. A CUP serves as a means for determining if a location is appropriate for the sale and consumption of alcoholic beverages. However, the Plan does describe Place Types that are appropriate for entertainment uses. The subject site is designated as "Regional Center" on the "Conservation and Growth Map" (see Attachment), which is intended for "master planned developments along Highway 67 and Loop 9 that serves as regional destinations for retail, hospitals, corporate campuses, office buildings, and similar commercial buildings. Housing, arts and cultural activities, and entertainment uses may be found in a manner that are supportive to these businesses." The tenant space is located in a shopping center where the development pattern of retail, restaurant and personal services has already been established.

	Per the 2022 Comprehensive Plan, “Cedar Hill has the opportunity to create an Imaginative Enterprise environment by nurturing a climate that is open to entrepreneurs, expanded experiential retail and innovative businesses” by the following goals: Goal 1 – Cedar Hill will be a community that provides fertile ground for small business and entrepreneurs to emerge and flourish. Goal 3 – Cedar Hill will create a climate that attracts a variable selection of retail and dining options for residents and visitors. The proposed use at this location is consistent with the Comprehensive Plan as long as it operates in accordance with the CUP conditions.
<i>Compliance with the applicable zoning district regulations and supplemental standards for the use</i>	The application complies. See “Alcoholic Beverage Standards for Review”.
<i>Compatibility with and preservation of the character and integrity of adjoining property</i>	The surrounding property is commercial with retail and restaurants. The proposed use is not anticipated to have a negative impact upon surrounding property as long as it operates subject to the conditions of the CUP.
<i>Proposed use is not materially detrimental to the public health, safety, convenience and welfare, or results in material damage or prejudice to other property in the vicinity</i>	The tenant will have to comply with the rules and regulations of the Texas Alcoholic Beverage Commission, which enforces and regulates the sale of alcohol. As long as the site operates in compliance with the CUP conditions, the proposed use is not expected to be detrimental to the public and surrounding property.

ALCOHOLIC BEVERAGE SITE PLAN STANDARDS FOR REVIEW:

The operation is occupying a tenant space in a shopping center development. Therefore, only the standards noted below are those that apply. The property must

comply with all applicable requirements of the "LR" (Local Retail) District and Section 4.1.4 of the Zoning Ordinance.

Requirement	Staff's Findings
<i>Building materials and architectural design</i>	No exterior modifications to building materials or architectural design are proposed with this application.
<i>Interior design plan (floor Plan)</i>	The floor plan provided shows the areas where alcohol will be consumed and stored.
<i>Site Plan</i>	The site plan provided identifies the location of the tenant space and parking areas. No other site changes are proposed at this time.
<i>Off-street parking –</i>	The site plan provided shows the location of the building and parking areas. There are no new elements with this application that prompt modifications to the site layout, including the parking layout.
<i>Sign layout</i>	Any proposed building signage is required to be permitted by the Building Inspections Department.
<i>Estimated revenues</i>	The gross annual sales from products and services excluding alcohol, must represent at least 60 percent of the total sales per Section 4.1.4(d). The applicant estimates a food/other to alcohol sales ratio of 70 percent food/other to 30 percent alcohol.
<i>The hours for the sale and serving of alcoholic beverages shall be limited from 11:00 am to 1:00 am.</i>	The proposed hours of operation are Monday through Sunday, from 11:00 am to 10:00 pm.
<i>Distance from a church, public school, public hospital, and zoning districts permitting single-family residential uses</i>	There are no churches, public schools, or public hospitals within the vicinity of the boundary area for the sale and consumption of alcoholic beverages.

<i>Notification to public schools within 1,000 feet</i>	There are no public schools within 1,000 feet of the boundaries proposed for the sale and consumption of alcoholic beverages.
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NOTIFICATION, SUPPORT AND OPPOSITION

Newspaper Notice (see attachment): Published in Rambler Texas Media on Saturday, February 28, 2026.

of property owners within 200 feet notified via letter (see attachment): 5

Courtesy notice sent to these Homeowners' Association/Neighborhood Association/Crime Watch in the surrounding area: N/A

Letters of Support Received: 0

Letters of Opposition Received: 0

ATTACHMENTS:

1. Staff Report
2. Aerial Map
3. Zoning Map
4. Floor Plan
5. Site Plan
6. Conservation and Growth Map
7. Newspaper Notice
8. Notice of Public Hearing
9. List of Notified Property Owners

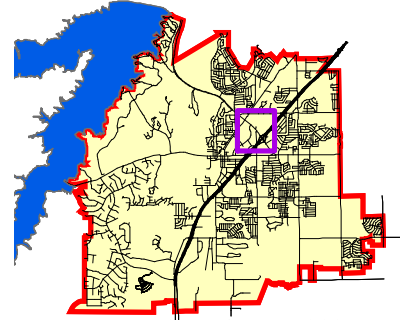
City of Cedar Hill



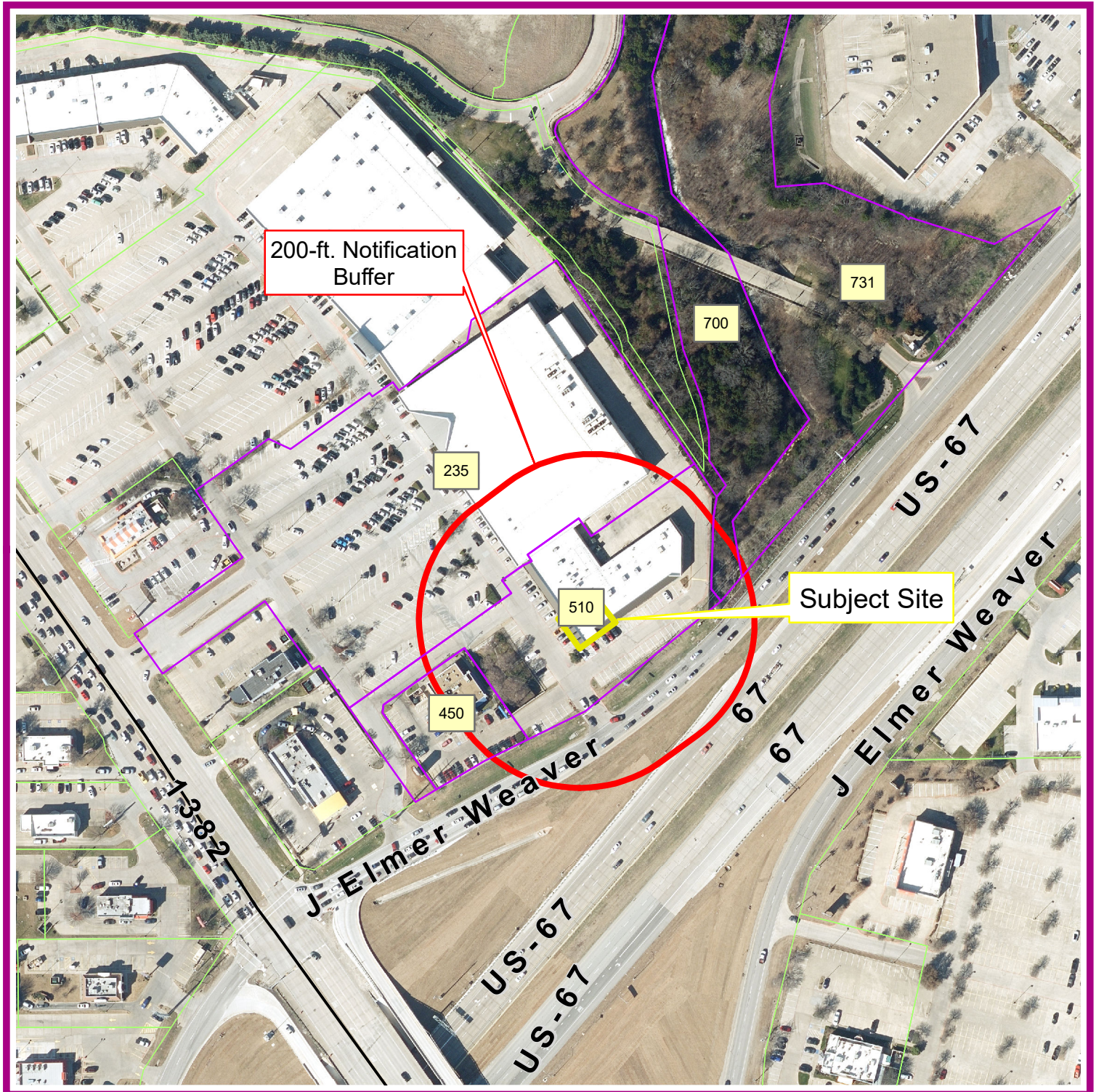
1 inch = 200 feet



Case No. CUP-767-2026



*Map Printed - February 2026
Cedar Hill Planning Department*



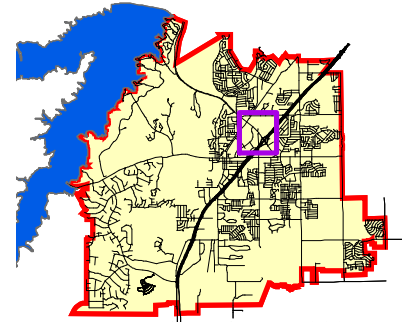
City of Cedar Hill



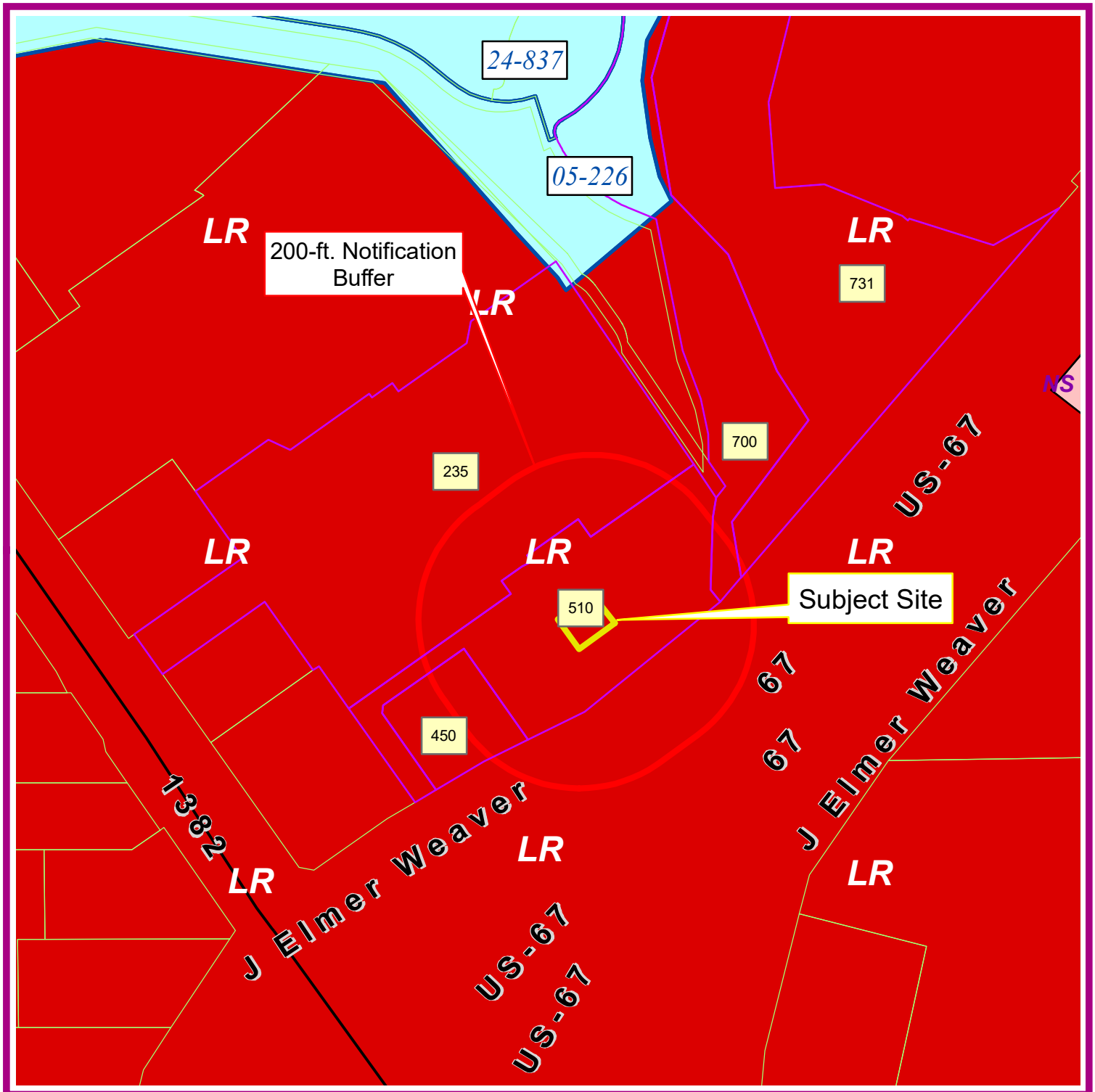
1 inch = 200 feet

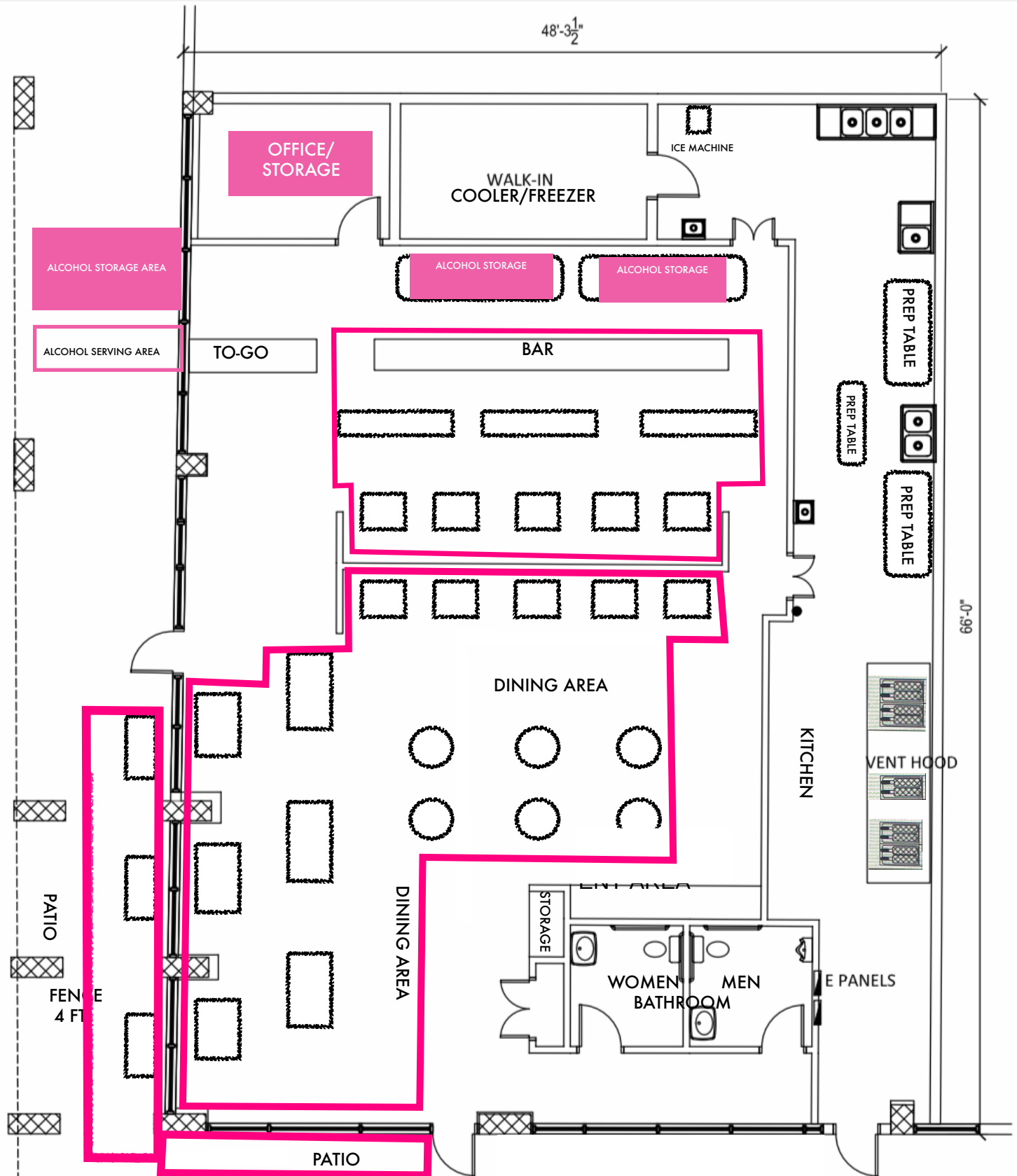


Case No. CUP-767-2026



Map Printed - February 2026
Cedar Hill Planning Department





THE MARKET AT CEDAR HILL

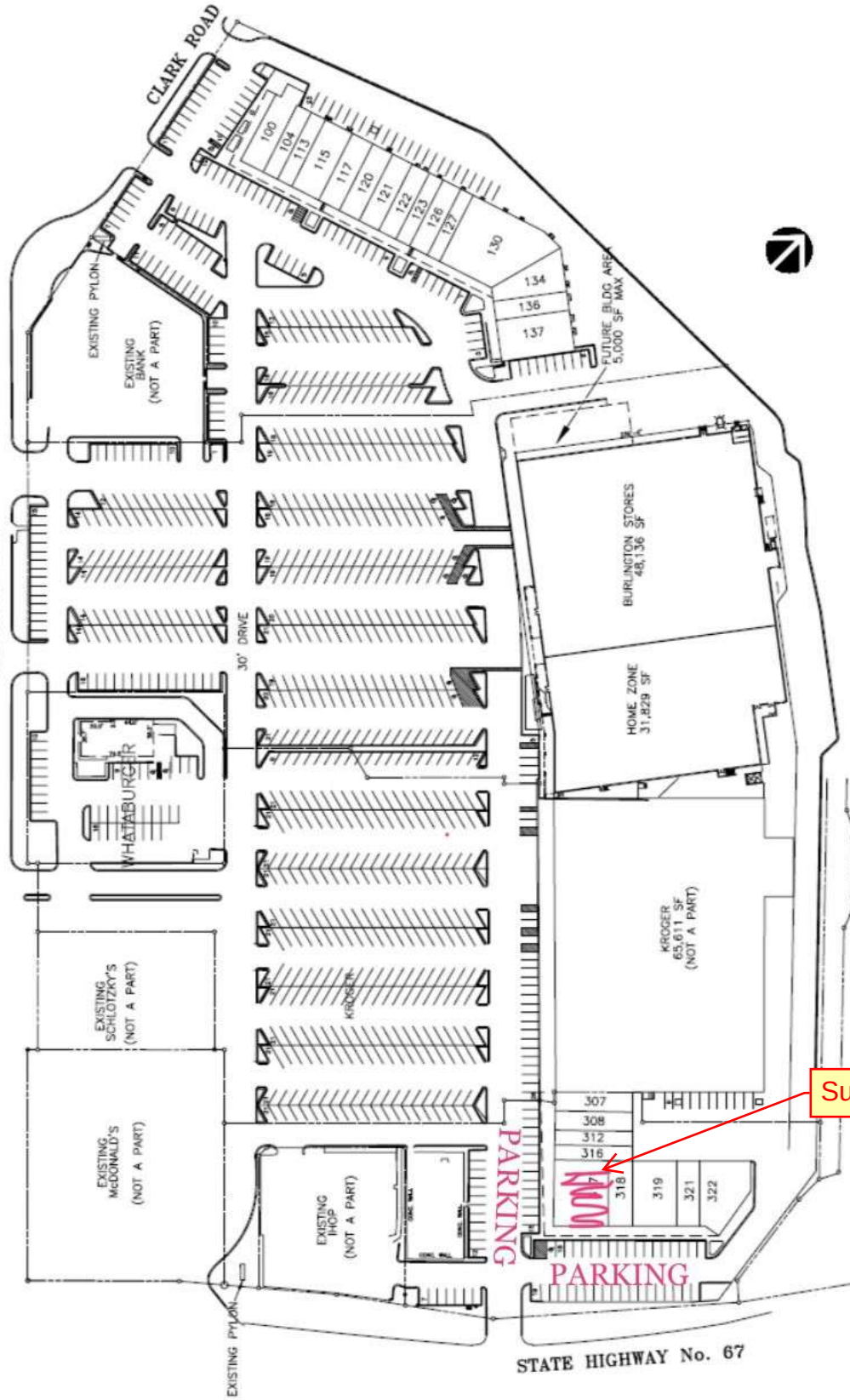
SUITE #317 3,200 SF

SCALE: 1/8"=1'-0"



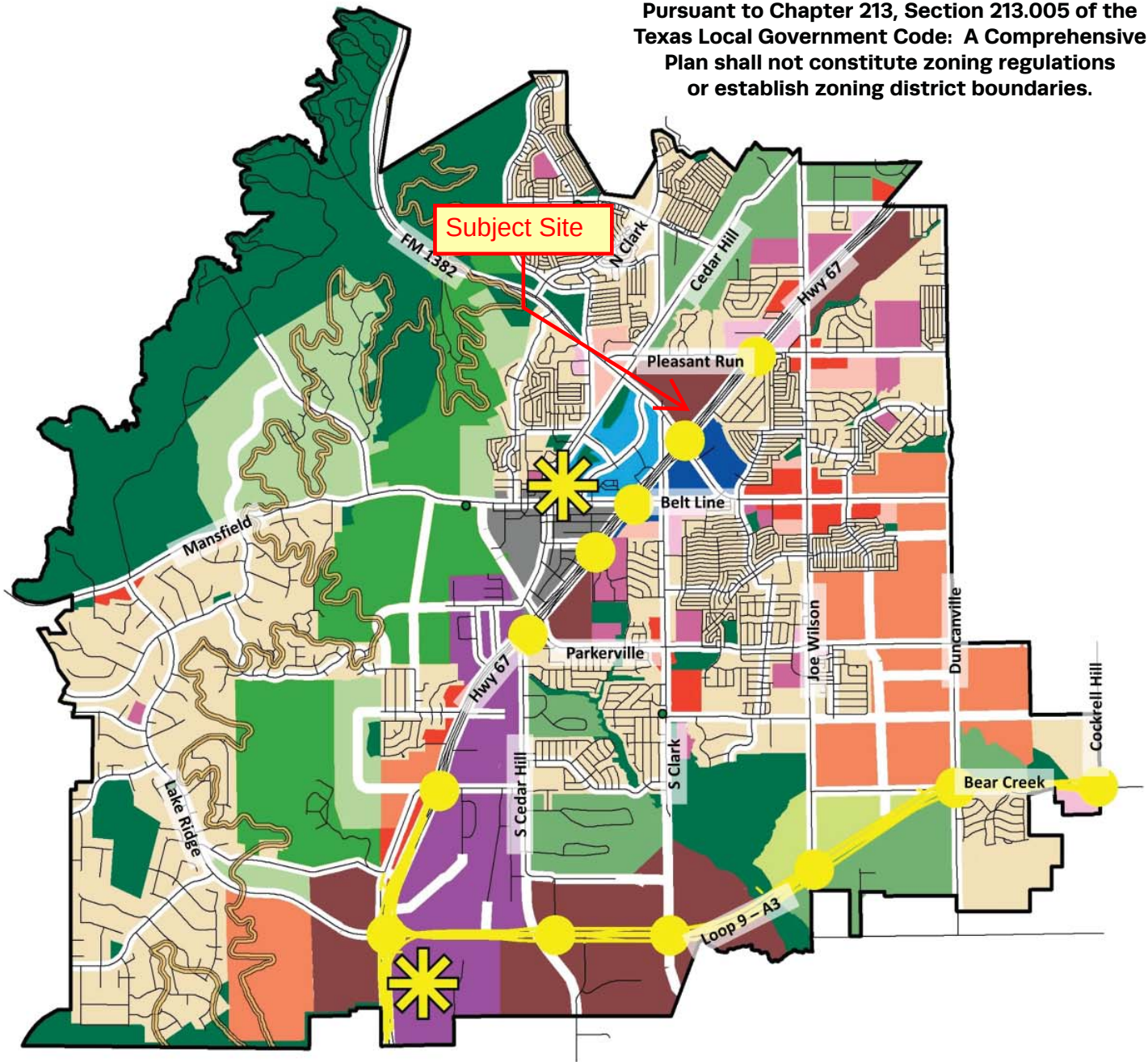
RETAIL PLAZAS
— INC —

F.M. ROAD 1382



Subject Tenant Suite

Pursuant to Chapter 213, Section 213.005 of the Texas Local Government Code: A Comprehensive Plan shall not constitute zoning regulations or establish zoning district boundaries.



Conservation and Growth Map

Legend

- | | |
|---|-------------------------------|
| Escarpment Buffer | NextGen Retail Center |
| Loop 9 - Alternative 3 | Neighborhood Center |
| Key Intersections | Industrial Center |
| Proposed Transit Stations | Regional Center |
| Proposed FLUM w/Loop 9 - Alternative 3 | Master Planned Neighborhoods |
| Historic Downtown | Residential Multifamily |
| Midtown | Residential Single Family |
| Permanent Open Space | Suburban Institutional Center |
| Rural Living | Suburban Non Residential |
| Conservation Opportunity Area - Institutional | Streets |
| Conservation Opportunity Area - Residential Single Family | Cedar Hill City Limits |
| Conservation Opportunity Area - Mixed Use | |

CLASSIFIEDS

EMPLOYMENT

CHRISTUS Health (Irving, TX) seeks a Business Intelligence Analyst II to conduct full lifecycle analysis to include reqs., design, docs, testing & validation to support implementation of BI analytics solutions for regional or system partners. Req's. Bach. in Data Analytics & Strategic Business Intelligence or closely rtd. field + 2 yrs exp. in Business Intelligence analytics rtd. position. To apply visit <https://careers.christushealth.org/> Job Reference Number: 327795

CHRISTUS Health (Irving, TX) seeks an ERP Technical Developer to program, design, develop, install, configure, troubleshoot, & maintain ERP syst. Requires Bach. in Info. Syst. Mgmt., Comp. Sci., Eng., Math, or rtd field + 1 yr exp. Up to 10% domestic travel required. To apply visit <https://careers.christushealth.org/> Job Reference Number: 327808.

CHRISTUS Health (Irving, TX) seeks an Interface Analyst II to analyze info. to determine, recommend, & plan installation of a new sys. or modification of an existing sys. Req's. Bach. in Comp. Apps, or Healthcare Info. Tech., or rtd field + 5 yrs exp. in IT rtd. occupation. To apply visit

<https://careers.christushealth.org/> Job Reference Number: 328665

Neni TechSystems Inc. has multiple openings in Lewisville, TX & relocation required to various unanticipated locations throughout the US: Software Engineer (Code SE) design, develop, implement, test & maintain applications software. SAP Consultant (Code SAP)-analyze business processes & gather requirements; design & document SAP solutions. Oracle EBS/Cloud Techno-Functional Consultant (Code EBS)- responsible for Oracle EBS/Cloud implementation, enhancement & production support. ServiceNow Consultant (Code SNC)- design & implement ServiceNow solutions to improve IT service processes. Mail resume with Job Code to: 2600 MacArthur Blvd. Ste 603, Lewisville, TX 75067

Computer Job fair, Irving, TX 75063: Seeking experienced IT professionals with state of the art computer skills. Visit us on 03/05/2026 from 10 a.m. to noon Platinum Infosys Inc. 8600 Freeport Pkwy, Suite 320, Irving, TX - 75063.

Nexic Inc. has multiple openings for Software Developer I in Irving, TX & relocation required to various unanticipated locations throughout the US. Duties: design, develop, implement, test & support software applications. Mail resume with Job Code SDI to 7301 N. State Hwy 161, Ste 310, Irving, TX 75039

Eviden USA, Inc. has multiple positions available in Irving, TX.

All positions listed can work remotely or telecommute. Travel required up to 100% at various unanticipated client sites in U.S. for all listed positions.

Consultant. Design & dev highly avail & scalable multi-tier enterprise apps. MS, CS, IT, Engg (any) or rel. 3 yrs IT or rel exp. Alt Req's: BS & 5 yrs exp. Other exp req'd. Job ID OGL010.

Consultant. Perform Azure synapses migration from OnPremise data warehouse along with SSIS packages. BS, CS, IT, Engg (any), or rel. 5 yrs IT or rel exp. Other exp req'd. Job ID OGL011.

Senior Consultant. Develop deployment automation to provide a fully functional DB system that supports the clients' env. BS, CS, IT, Engg (any) or rel. 5 yrs IT exp or related. Other exp req'd. Job ID OGL012.

Apply:<https://atos.net/en/careers>.

REQUEST FOR BID/PROPOSAL

Cedar Hill

REQUEST FOR PROPOSALS:

Concession Services at

The Lagoon

The City of Cedar Hill is soliciting proposals for Concession Services at The Lagoon at Virginia Weaver Park. You are cordially invited to submit proposals to the City's Purchasing Agent, via e-mail at purchasing@cedarhilltx.com. You may obtain the specifications from the City's Purchasing Agent, (972) 291-5100 X 1064 or via email at purchasing@cedarhilltx.com. Proposals will be accepted until 2 p.m.; Friday, March 20, 2026.

Notice of Request for Proposal

RFP 25/26-36 Ancillary Benefit Services

DUE: Wednesday March 13, 2026 2 p.m. (CST)

Cedar Hill Independent School District is Requesting Proposals (RFP) for Ancillary Benefits Services. RFP specifications are available <https://chids-bids.ion wave.net/SourcingEvents.aspx?SourceType=1> Go to Current Bid Opportunities and click on RFP 25/26-36. Qualifications will be received via IonWave until Wednesday March 13, 2026 2 p.m. (CST). The District reserves the right to reject any and/or all proposals or any part thereof and to waive any formalities in the best interest of the district.

Duncanville

CITY OF DUNCANVILLE, TEXAS

REQUEST FOR PROPOSAL

RFP 26-0010 Human Resources Information System (HRIS)

The City of Duncanville, TX, solicits sealed proposals from qualified contractors for Human Resources Information System (HRIS). Sealed proposals will be accepted no later than 2 p.m. (CST) on March 18, 2026 at the Duncanville City Hall, 203 E. Wheatland Rd., Duncanville, TX 75116, Attention: Chief Procurement Officer.

The Pre-Proposal meeting is scheduled for March 4, 2026.

See the solicitation for meeting details.

The City is not responsible for responses misdirected or not received by required date and time.

The RFP solicitation package is available only online at https://www.duncanvilletx.gov/city-hall/departments/procurement_and_contracting/ current, procurement, opportunities and at the Public Purchase webpage: <https://www.publicpurchase.com/gems/duncanville.tx/buyer/public/home>. and there is no fee for accessing or participating in the RFP process.

Chief Procurement Officer

elton.brook@duncanvilletx.gov

DEATH NOTICES

Brown's Memorial Funeral Home

972.254.4242

Johnny McFarland - July 16, 1943 - Feb. 22, 2026

Steve Roan - Sept. 20, 1960 - Feb. 22, 2026

Reed Berry, Jr. - Sept. 29, 1957 - Feb. 7, 2026

Steve Redepening - Jan. 10, 1966 - Feb. 15, 2026

REQUEST FOR BID/PROPOSAL

Irving

The CITY OF IRVING, Texas will receive sealed responses to the following solicitations in the Purchasing Division, 835 W. Irving Blvd, until the date and time below and will open responses on that date:

1. RFP: 063C-26F

Library Serials Subscription Service

Due Date: 3/26/26 @ 3:30 p.m.

Please see the online solicitation for Information regarding dates, times, and locations of any pre-bid, pre-proposal, or pre-submission conferences. Responses should be submitted online no later than the due date and time shown above. Late responses cannot be accepted, so please allow ample time to submit your response. Information may be found at city-of-irving.iowave.net Purchasing Phone: 972.721.2631

The CITY OF IRVING, Texas will receive sealed responses to the following solicitations in the Purchasing Division, 835 W. Irving Blvd, until the date and time below and will open responses on that date:

1. ITB: 074D-26F

Professional Engineering Design Services for Delaware Creek 48-inch Wastewater Line from Shady Grove Road to Nursery Road Due Date: 3/27/26 @ 3 p.m.

Please see the online solicitation for Information regarding dates, times, and locations of any pre-bid, pre-proposal, or pre-submission conferences. Responses should be submitted online no later than the due date and time shown above. Late responses cannot be accepted, so please allow ample time to submit your response. Information may be found at city-of-irving.iowave.net Purchasing Phone: 972.721.2631

LEGAL NOTICE

Cedar Hill

NOTICE OF PUBLIC HEARINGS

NOTICE is hereby given to all interested persons that the Planning and Zoning Commission and City Council for the City of Cedar Hill, Texas will hold public hearings and consider the following items on the dates, times, and location stated in this notice:

Case No. CUP-767-2026 - Conduct a public hearing and consider an application for a Conditional Use Permit (CUP) for the sale of alcoholic beverages for on-premise consumption in conjunction with a restaurant, on property zoned Local Retail (LR) District, generally located on the northwest side of Highway 67, east of FM 1382, with the address being 241 E. FM 1382, Suite 317(Sunny Thai).

Applicant: Vatsana Soulaaphy, TR LAO-MEX INC.

Property Owner: Kay Mead, RPI Cedar Hill Ltd.

Case No. PD-708-2025 - An application for a change in zoning from Planned Development (PD) No. 85-807 District to a Planned Development (PD) District to allow Mini-Warehouse/Self Storage on a property generally located on the southern corner of the intersection of New Clark Road and East Wintergreen Road with the address being 1300 New Clark Road.

Applicant: Oziel Vigil, Reliable Commercial Construction

Representative: Charles Anglin, Kudu CMA, LLC

Property Owner: Mark Hajdu, Southdal, LLP

PUBLIC HEARING - PLANNING & ZONING COMMISSION

March 17, 2026 6 p.m.

T.W. "Turk" Cannady Cedar Hill Rm.

285 Uptown Blvd., Building 100

Cedar Hill, Texas 75104

PUBLIC HEARING - CITY COUNCIL

April 14, 2026 7 p.m.

T.W. "Turk" Cannady Cedar Hill Rm.

285 Uptown Blvd., Building 100

Cedar Hill, Texas 75104

For more information, contact the Planning Department at 972-291-5100, ext. 1080.

LEGAL NOTICE

Lancaster

NOTICE OF INTENTION TO ISSUE CERTIFICATES

NOTICE IS HEREBY GIVEN that the City Council of the City of Lancaster, Texas (the "City") will meet at its regular meeting place at City Hall, Lancaster, Texas at 7 p.m. on the 13th day of April, 2026, which is the time and place tentatively set for the passage of an ordinance and such other action as may be deemed necessary to authorize the issuance of the City's certificates of obligation, payable from ad valorem taxation and a limited (in an amount not to exceed \$1,000) subordinate pledge of certain revenues of the water and sewer system of the City, in the maximum aggregate principal amount of \$38,810,000, bearing interest at any rate or rates, not to exceed the maximum interest rate now or hereafter authorized by law, as shall be determined within the discretion of the City Council at the time of issuance and maturing over a period of years not to exceed forty (40) years from the date thereof, for the purpose of evidencing the indebtedness of the City to pay all or any part of the contractual obligations to be incurred for buildings, land and rights-of-way for authorized needs and purposes and for the payment of contractual obligations for professional services, to wit: for the (i) design, construction, repair and improvement of various street and roadways located within the City, including road, street, sidewalks, curb, drainage and related improvements; (ii) design, construction, repair, improvements, and the expansion of Ferris Road from Bellline Road to the City limit, including the road, street, sidewalks, curb, drainage and related improvements; (iii) design and construct stormwater improvements at various locations throughout the City; and (iv) professional services rendered in connection with the above listed projects. The estimated combined principal and interest required to pay the Certificates on time and in full is \$60,450,367. Such estimate is provided for illustrative purposes only and is based on an assumed interest rate of 4.65%. Market conditions affecting interest rates vary based on several factors beyond the control of the City, and the City cannot provide any assurance regarding the rate of interest that the Certificates will bear upon their issuance. As of the date of this notice, the aggregate principal amount of outstanding public securities of the City secured by and payable from ad valorem taxes is \$88,565,000, and based on the City's expectations, as of the date of this notice the combined principal and interest required to pay all of the outstanding public securities of the City secured by and payable from ad valorem taxes (excluding public securities secured by an ad valorem tax but designated by the City as self-supporting) on time and in full is \$123,099,643.

WITNESS MY HAND AND THE OFFICIAL SEAL OF THE CITY, this 9th day of February, 2026.

City Secretary

City of Lancaster, Texas

LEGAL NOTICE

Lancaster

Notice of Public Hearings

The City of Lancaster Planning & Zoning Commission will hold a Public Hearing at their regular meeting on Tuesday, April 7, 2026 at 7 p.m. in the City Council Chambers, City of Lancaster Municipal Center, at 211 North Henry Street, Lancaster, Texas 75146. The meeting will be for the purpose of conducting a public hearing and to consider a request to the following items:

Z26-06 Conduct a public hearing and consider an ordinance granting a specific use permit (SUP) for an Automobile Rental facility on the property addressed as 940 N I-35 E, legally described as Lot 1, Block 1 of the Chrysler Addition, City of Lancaster, Dallas County, Texas.

Z26-07 Conduct a public hearing and consider a zoning change from Commercial Highway (CH) to Planned Development (PD) for CH uses and Monument Works, Stone and Metal, on the property addressed as 3415, 3419, and 3423 Sherwood Avenue, legally described as Lot 32R, Block D of the Granite Addition, City of Lancaster, Dallas County, Texas.

The City of Lancaster City Council will hold a Public Hearing on the above referenced cases at their meeting on Monday, April 27, 2026 at 7 p.m. in the City Council Chambers, City of Lancaster Municipal Center, 211 North Henry, Lancaster, Texas 75146.

The Public is invited to attend these meetings and/or express opinions in writing to the Planning and Zoning Commission and City Council, P.O. Box 940, Lancaster, Texas 75146. Please call the City of Lancaster Planning Division at (972) 218-1223 with any other questions.

Coppell

LEGAL NOTICE

The annual audit of the City of Coppell, Texas for the year ended September 30, 2025 has been completed and an Annual Comprehensive Financial Report has been issued. The Annual Comprehensive Financial Report is available for review at the Cozy Library and Community Commons, 177 North Heartz Road, Coppell, Texas, and at the City Secretary's Office, 255 Parkway Blvd., Coppell, Texas.

A summary of the Financial Report is presented below:

Governmental Funds:

Revenues:

Taxes, Penalties, and Interest	\$ 105,371,067
Licenses, Fees and Permits	5,853,144
Intergovernmental	3,208,491
Charges for Services	6,415,981
Fines and Forfeitures	875,377
Investment Income (Loss)	14,265,753
Contributions	36,528
Miscellaneous	2,406,151
Total Revenues	\$ 138,432,492

Expenditures:

General Government	\$ 12,766,032
Public Safety	34,268,090
Public Works	16,287,724
Culture and Recreation	16,759,683
Community Development	3,114,658
Debt Service	12,216,658
Capital Outlay	23,308,572
Total Expenditures	\$ 118,721,417

Other Financing Sources (Uses):

Transfers In	\$ 34,107,575
Transfers Out	(34,980,291)

Total Other Financing Sources (Uses)	\$ (872,716)
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Proprietary Fund - Water Sewer:

Operating Revenues	\$ 23,843,156
Operating Expenses	(21,295,411)
Non-Operating Revenues	1,902,321
Non-Operating Expenses	(735,681)

COYOTE HILLS RANCH

BULL SALE

SATURDAY, MARCH 14, 2026 • 1 PM

At the Ranch, Chattanooga, OK

1 mile west, 2 miles south and 1 mile west of Chattanooga, OK on Hwy 5.

SELLING 90 LIMOUSIN & LIM-FLEX BULLS

- 70 FULL YEARLINGS
- 20 SPRING YEARLINGS
- All Black • All Polled
- 85 HOMO Black • 82 HOMO Polled
- 98 for WW EPD >100

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Subscribe TODAY
214-675-6493



Planning Department

285 Uptown Blvd.

Cedar Hill, TX 75104

O. 972-291-5100 x1080

F. 972-291-7250

February 24, 2026,

NOTICE OF PUBLIC HEARING

Dear Property Owner:

The City of Cedar Hill has received the application (on file in the Planning Department) described below. Public hearings will be conducted on the dates and times stated in this notice.

Case No. CUP-767-2026 – Conduct a public hearing and consider an application for a Conditional Use Permit (CUP) for the sale of alcoholic beverages for on-premise consumption in conjunction with a restaurant, on property zoned Local Retail (LR) District, generally located on the northwest side of Highway 67, east of FM 1382, with the address being 241 E. FM 1382, Suite 317[Sunny Thai].

Applicant: Vatsana Soulaphy, TR LAO-MEX INC.

Property Owner: Kay Mead, RPI Cedar Hill Ltd.

The restaurant, Sunny Thai, requests approval of a Conditional Use Permit (CUP) to sell and serve alcoholic beverages for on-premise consumption within the restaurant.



	PLANNING AND ZONING COMMISSION (P&Z)	CITY COUNCIL
DATE:	Tuesday, March 17, 2026	Tuesday, April 14, 2026
TIME:	6:00 P.M.	7:00 P.M.
LOCATION:	T.W. "Turk" Cannady-Cedar Hill Room 285 Uptown Blvd., Building 100 Cedar Hill, Texas 75104	T.W. "Turk" Cannady-Cedar Hill Room 285 Uptown Blvd., Building 100 Cedar Hill, Texas 75104 <i>A live broadcast of the meeting can be viewed on the city's web page at http://cedarhilltx.com/. Click on the "Government" tab at the top of the page, then "Agendas & Minutes". Under the "City Council" heading, click on the link for "View Recent & Upcoming Agendas & Minutes", then "Watch City Council Meetings Live".</i>

You are receiving this notice because you are a property owner within 200 feet of the boundary of the proposed request. As with all such requests, the Planning and Zoning Commission and City Council are seeking public comments regarding this matter. All interested persons are invited to attend and make comments. If you are unable to attend the public hearings, written comments may also be submitted. If you would like to register opposition to this request, a written protest signed by the property owner should be received by the Planning Department prior to the closing of the City Council Public Hearing. Property owners whose names do not appear on the County Appraisal District's records will require a notarized statement affirming ownership. For more information regarding this request, please contact the Planning Department at 972-291-5100, ext. 1076 or via e-mail at josue.delavega@cedarhilltx.com.

PROPERTY ADDRESS	OWNER NAME
450 N J ELMER WEAVER FWY	CEDAR HILL 1382 INVESTORS & DELAWARE BUSINESS TRUST
731 N J ELMER WEAVER FWY	CEDAR HILL CITY OF
235 E FM 1382	JGNF PROPERTIES LLC & ATTN TAX DEPT
700 N J ELMER WEAVER FWY	PREP HILLSIDE REAL ESTATE LLC
510 N J ELMER WEAVER FWY	RPI CEDAR HILL LTD

**CITY OF CEDAR HILL
CITY COUNCIL AGENDA ITEM**

Agenda Date: 04/14/2026

Agenda Wording:

Conduct a public hearing and consider adoption of Ordinance No. 2026-871, which amends Chapter 15, Article VIII of the Cedar Hill Code of Ordinances by providing for Youth Standards of Care in the Parks and Recreation Department.

Summary:

The Cedar Hill Parks and Recreation Department is requesting adoption of the annual Youth Program Standards of Care Ordinance. Adopting the standards allows the City of Cedar Hill, in partnership with Cedar Hill Action Team (CHAT), to host Summer Camp at the Alan E. Sims Recreation Center. The camp serves youth between the ages of 5–13 years old. The summer camp is programmed for fun, fitness, and education.

The State of Texas requires annual adoption of Youth Standards of Care by municipalities (40TAC 745.115(3) Municipal) offering recreation programs for elementary-age children, 5–13 years of age. Adoption of the Youth Standards of Care is conducted to establish minimum standards for creation of policies and procedures for camp operations, which include the following:

- A municipality operates the program.
- The governing body of the municipality annually adopts standards of care by ordinance after a public hearing for such programs, although the governing body of a municipality with a population of at least 300,000 that has adopted standards by ordinance after public hearings at least twice may accept public comment through its internet website for at least 30 days in lieu of having a public hearing.
- The program provides these standards to the parents of each program participant.
- The ordinances include child/caregiver ratios, minimum employee qualifications, minimum building, health, and safety standards, and mechanisms for monitoring and enforcing the adopted local standards.
- The program informs the parents that the state does not license the program.
- The program does not advertise itself as a child-care operation.

The attached ordinance has been reviewed and approved as to form by legal counsel.

Recommended Action:

Adopt Ordinance No. 2026-871, as presented.

Attachments

Ord 2026-871

Department: Parks and Recreation

Contact Name: Shawn Ray

Attachments: Yes

Phone Number: (972) 291-5130

If yes, how many pages: 12

ORDINANCE NO. 2026-871

AN ORDINANCE OF THE CITY OF CEDAR HILL, TEXAS, AMENDING CHAPTER 15, ARTICLE VIII, OF THE CODE OF ORDINANCE OF THE CITY OF CEDAR HILL, TEXAS, PROVIDING NEW DEFINITIONS AND PROVISIONS RELATED TO YOUTH STANDARDS OF CARE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERANCE CLAUSE; PROVIDING FOR INCORPORATION INTO THE CODE OF ORDINANCES; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City of Cedar Hill, Texas, is a home-rule municipal corporation within the State of Texas with full power of local self-governance; and

WHEREAS, the City Council of the City of Cedar Hill, Texas, finds and determines that in order to comply with the requirement set forth in Section 42.041(b)(14) of the Texas Human Resources Code, the City must annually adopt by ordinance regulations related to the operations of programs and camps for “youths” as defined herein(herein the “Youth Program Standards of Care”); and

WHEREAS, the City Council conducted a duly noticed public hearing on April 14, 2026, to receive public comment on the proposed Youth Program Standards of Care, as required by Section 42.041(b)(14) of the Texas Human Resources Code; and

WHEREAS, the City Council of the City of Cedar Hill, Texas, finds and determines that it is in the best interest of the public health, safety, and general welfare of the citizens of Cedar Hill, Texas, to adopt the Youth Program Standards of Care set forth herein.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CEDAR HILL, TEXAS, THAT”

SECTION 1. AMENDMENT OF CHAPTER 15, ARTICLE VIII, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR HILL, TEXAS

The City Council of the City of Cedar Hill, Texas, hereby amends Chapter 15, Article VIII, of the Code of Ordinances of the City of Cedar Hill as follows:

The Youth Standards of Care are intended to be minimum standards by which the City of Cedar Hill Parks and Recreation Department’s contractors will operate their camps and programs for children ages five (4) through thirteen (13) that meet at least two hours a day, three or more days a week. The camps/ programs offered are recreational in nature and are not licensed by the state of Texas as certified day care programs/camps.

ARTICLE VIII. YOUTH PROGRAM STANDARDS OF CARE

Sec. 15-34. Definitions.

The following definitions apply to this article, in addition to the definitions outlined in Article I, Section 15-1.

Camp Director: The Youth Program Camp Director, a full-time, professional employee of City of Cedar Hill, not less than 21 years of age with a minimum of two years of experience planning and implementing recreational, youth activities.

Counselor(s): Those individuals hired and employed by the City or Cedar Hill Action Team and/or the City of Cedar Hill who are assigned responsibility for managing, administering, or implementing some portion of the Youth Program.

Department: The Cedar Hill Parks & Recreation Department.

Parent(s): One or both Parents or other adult with legal custody and authority to enroll a child or children in the Youth Program.

Participant: A youth whose parent(s) have completed all required registration procedures and who is eligible for the Youth Program.

Recreation Center Manager: The full-time Department employee or his/her designated representative, who is responsible for the management of the Recreation Center including personnel, programs, space allocation and overseeing management, administration, and implementation of the Youth Program.

Site: Alan E. Sims Cedar Hill Recreation Center, 310 E. Parkerville Road, Cedar Hill, TX 75104

Special Needs: any of various difficulties, such as a physical, emotional, behavioral, or learning disability or impairment, which causes an individual to require additional or specialized services or accommodations.

Staff: The person(s) authorized to attend and assist with the Youth Program.

Youth: A child aged five (5) to thirteen (13) years.

Youth Program: The City children's camp and after-school children's care recreation program.

Youth Program Manual: The notebook of policies, procedures, required forms, and organizational and programming information relevant to the Youth Program.

Sec. 15-35. Purpose.

(1) This article shall define the standard of care for the City's Youth Program.

(2) This article allows the City to operate the Youth Program without adopting the state-prescribed day care standards of care and licensing requirements applicable to child-care facilities under Chapter 42 of the Texas Human Resources Code.

(3) The City declares its Youth Program is not required to be and will not be licensed by the state, and the Youth Program will not be advertised as a child-care facility or program in accordance with state law.

Sec. 15-36. Administration.

(1) The governing body of the Youth Program is the City Council. Implementation of the Youth Program Standards of Care is the responsibility of the Parks and Recreation Department Director and the Department employees. These standards of care will apply to the Youth Program. The Program Site will have available, for public and staff review, a current copy of the Youth Program Standards of Care. Parents of Participants will be provided with a current copy of the Youth Program Standards of Care during the Youth Program registration process. Criminal background checks will be conducted on prospective Youth Program Staff in the same way the City conducts criminal background checks on all City employees. No Person is allowed to be hired as staff for the Youth Program if the Person fails to satisfy the general City background check standards.

(2) Before a Participant may be enrolled, a Parent must complete registration forms that contain:

- a. Name, address, home telephone number of the Participant;
- b. Name, address and telephone number of both Parents who may need to be contacted during Youth Program hours;
- c. Alternate emergency contact information;
- d. Written documentation provided by the parent/guardian of the names and relation to camper of people to whom the Participant may be released;
- e. A statement of the Participant's special problems or needs, including allergies;
- f. Emergency medical authorization; and
- g. A liability release that encompasses all personal injury, including death, and property damage resulting from participation in the Youth Program.

(3) A monthly inspection report will be initiated by the Camp Director of each Youth Program to confirm adherence to the Youth Program Standards of Care. Inspection reports will be sent to the Recreation Center Manager for review and kept on record for at least two years. The Recreation Center Manager will review the report and establish deadlines and criteria for compliance with the Youth Program Standards of Care. The Recreation Center Manager will make visual inspections of the Youth Program no less than twice during each Youth Program period.

(4) Complaints regarding enforcement of the Youth Program Standards of Care will be directed to the Camp Director. The Camp Director will be responsible for taking the necessary steps to resolve the problems. Complaints not involving threats to life safety, regarding enforcement of the Youth Program Standards of Care and their resolution, will be recorded by the Recreation Center Manager. Complaints involving life safety as related to enforcement of the Youth Program Standards of Care will be addressed by the Recreation Center Manager and the complaint and resolution will be noted.

(5) The Recreation Superintendent or designee will make an annual report to the Park Board on the overall status of the Youth Program and their compliance with the Youth Program Standards of Care.

Sec. 15-37. Standards of care.

(1) Staff-Participant ratio.

a. The standard ratio of Participants to Counselors will be no more than twenty (20) to one. In the event a Counselor is unable to report to the Site, a replacement will be assigned.

b. Each Participant shall have a Youth Program employee who is responsible for him or her and who is aware of the Participant's habits, interests, and any special problems as identified by the Participant's Parent during the registration process.

(2) Discipline.

a. Youth Program employees will implement discipline and guidance in a consistent manner based on the best interests of Participants.

b. There shall be no cruel, harsh, or physically administered punishment or treatment.

c. Youth Program employees may use brief, supervised separation from the group if necessary.

d. As necessary, Youth Program employees will initiate discipline reports to the Parent(s) of Participants. Parents will be asked to sign discipline reports to indicate they have been advised about specific problems or incidents.

e. A sufficient number and/or severe nature of discipline reports as detailed in the Youth Program Manual may result in Participant being suspended from the Youth Program.

f. In instances where there is a danger to Participants or Staff, the offending Participant will be removed from the Site as soon as possible.

(3) Programming.

a. Youth Program employees will attempt to provide activities for each group according to the Participants' ages and appropriate to Participants' health, safety, and well-being. The activities will be flexible and attempt to promote the Participants' emotional, social, and mental growth.

b. Youth Program employees will attempt to provide Youth Programs that include:

1. Alternating active and passive activities;
2. Opportunity for individual and group activities; and
3. Outdoor time at frequent intervals if weather permits.

c. Youth Program employees will be attentive and considerate of the safety of Participants on field trips and during any transportation provided by the Youth Program.

d. During trips, Youth Program employees supervising Participants must have immediate access to emergency medical forms and emergency contact information for each Participant.

e. Youth Program employees must have a written list of the Participants in the group and must check the roll frequently.

f. Youth Program employees must have first aid supplies and a guide to first aid and emergency care available on field trips.

(4) Communication.

a. The Site will have a telephone to allow the Site to be contacted by Department personnel and the Site will have access to a telephone for use in contacting the City or making emergency calls.

b. The Camp Director will post the following telephone numbers adjacent to a telephone accessible to all Youth Program employees at the Site:

1. City ambulance or emergency medical services;
2. Recreation Center Manager;
3. City police department;
4. City fire department;
5. City Government Center;
6. City Parks and Recreation Department;
7. Numbers at which parents may be reached; and
8. The telephone number for the Site itself.

(5) Transportation.

a. Before a Participant may be transported to and from Youth Program activities, an authorization form, completed by the Parent of the Participant, must be filed with the Camp Director.

b. First aid supplies and a first aid and emergency care guide will be available in all Youth Program vehicles that transport children.

c. All Youth Program vehicles used for transporting Participants for field trips and other activities offered as part of the program during typical program hours must have available a 6-BC portable fire extinguisher which will be installed in the passenger compartment of the vehicle and must be accessible to the adult occupants.

(6) Safety.

- a. Youth Program employees will inspect the Site daily to detect sanitation and safety concerns that might affect the health and safety of the Participants.
- b. Buildings, grounds, and equipment on the Site will be inspected, cleaned, repaired, and maintained as needed to protect the health and safety of the Participants.
- c. Youth Program employees must have first aid supplies and a guide to first aid and emergency care readily available at the Site, during transportation to an off-site activity, and for the duration of any off-site activity.
- d. Youth Program air conditioners, electric fans, and heaters must be mounted out of the reach of Participants or have safeguards that keep Participants from being injured.
- e. Youth Program porches and platforms more than 30 inches above the ground must be equipped with railings Participants can reach.

(7) Fire.

- a. In case of fire, danger of fire, explosion, or other emergency, the first priority of Youth Program employees is to evacuate the Participants to a designated safe area.
- b. The Site will have an annual fire inspection by the local fire department, and the resulting report will detail any safety concerns observed. The report will be forwarded to the Director who will review and establish deadlines and criteria for compliance. Information from this report will be included in the Director's annual report to the Park Board.
- c. The Site must have at least one fire extinguisher approved by the fire marshal readily available to all Youth Program employees. The fire extinguisher is to be inspected quarterly, and a quarterly report will be forwarded to the Recreation Center Manager who will keep the report on file for a minimum of two years. All program employees will be trained in the proper use of fire extinguishers.
- d. Fire drills will be initiated at the Site during each weekly, program period.

(8) Illness or injury.

- a. A Participant who is a health or safety concern to other Participants or employees will not be admitted to the Youth Program.
- b. Illnesses and injuries will be handled in a manner to protect the health of all Participants and employees.
- c. Youth Program employees will follow plans to provide emergency care for injured Participants with symptoms of an acute illness as specified in the Youth Program Manual.
- d. Youth Program employees will follow the recommendation of the Texas Department of Health concerning the admission or re-admission of any Participant after a communicable disease.

(9) Medication.

- a. Youth Program employees will not administer medication, but may dispense them only if:
 1. Staff will not dispense medication to any child in camp. Staff will alert children on when to take medication as directed by the directions on the original prescription bottle.
 2. Prescription medications are in the original containers labeled with the child's name, a date, directions, and the physician's name.
 3. Non-prescription medications are labeled with the child's name and the date the medication was brought to the program. Non-prescription medication must be in the original container. Youth Program employees will not dispense any medication.
 4. Youth Program employees must ensure medications are inaccessible to Participants or, if it is necessary to keep medications in the refrigerator (when available). Medications will be kept separate from food.

(10) Toilet facilities.

- a. The Site will have toilets located and equipped so Participants can use them independently and Youth Program Staff can supervise as needed.
- b. An appropriate and adequate number of toilets and lavatories will be provided.

(11) Sanitation.

- a. The Site must have adequate light, ventilation, and heat.
- b. The Youth Program must have an adequate supply of water meeting the standards of the Texas Department of Health for drinking water and ensure that it will be supplied to the Participants in a safe and sanitary manner.
- c. Youth Program employees must properly dispose of garbage and debris from the program area daily.

(12) Special Needs

- a. Every reasonable accommodation will be made to address special needs participants.
- b. For health and safety reasons, special needs Participants must provide a personal attendant for assistance in feeding, changing of clothes, and using the restroom.

Sec. 15-38. Youth Program staff.

Staff qualifications and responsibilities:

(1) Camp Director qualifications:

- a. Will be a full-time, professional employee of the City of Cedar Hill not less than 21 years of age;
- b. Must have two years' experience planning and implementing youth recreational activities;
- c. Must pass a background investigation including testing for illegal substances;
- d. Must be CPR / AED certified; and
- e. Must be certified in First Aid

(2) Camp Director responsibilities:

- a. Administers the daily operations of the Youth Program in compliance with the Youth Program Standards of Care.

- b. Recommends for hire, supervises, and evaluates Counselors.
- c. Plans, implements, and evaluates the daily activities of Youth Program; and
- d. Investigates allegations or concerns regarding suspected child abuse and will report suspected child abuse or neglect immediately to the Recreation Center Manager or other authority in accordance with the Texas Family Code.

(3) Counselor qualifications:

- a. Part-time or temporary employees of the City of Cedar Hill or contract instructor.
- b. Will be age 18 or older.
- c. Must pass a background investigation including testing for illegal substances.
- d. Must be CPR / AED certified.

(4) Counselor responsibilities:

- a. Be able to consistently exhibit competence, good judgment, and self-control when working with Participants.
- b. Relate to Participants with courtesy, respect, tolerance, and patience.
- c. Provide Participants with an environment in which they can feel safe, enjoy wholesome recreation activities, and participate in appropriate social opportunities with their peers.
- d. Be responsible to know and follow all City and Departmental standards, policies and procedures that apply to the Youth Program.
- e. Ensure that Participants are released only to a Parent or Person on record as being authorized by the parent for pickup. All Youth Program Sites will have a copy of the Department approved plan to verify the identity of a Person authorized to pick up a Participant.

(5) Training and orientation:

- a. The City of Cedar Hill or contract instructor will provide training and orientation to Counselors in working with Participants and for specific job responsibilities. Each Counselor will be provided with a Youth Program Manual specific to the Youth Program.
- b. Counselors will be trained in appropriate procedures to handle emergencies.
- c. Counselors will receive training in pertinent City, and Youth Program policies and procedures.
- d. Youth Program employees will be required to sign an acknowledgment that they received the required training and are expected to conduct activities in accordance with training and the Youth Program Standards of Care

SECTION 2. SAVINGS CLAUSE

In the event that any other Ordinance of the City of Cedar Hill, Texas, heretofore enacted is found to conflict with the provisions of the Ordinance, this Ordinance shall prevail.

SECTION 3. SEVERANCE CLAUSE

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held to be invalid, unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such shall be deemed to be a separate, distinct and independent provision and such holding will not affect the validity of the remaining portions thereof.

SECTION 4. INCORPORATION INTO THE CODE OF ORDINANCES

The provisions of this ordinance shall be included and incorporated in the Code of Ordinances of the City of Cedar Hill, Texas, and shall be appropriately renumbered as necessary to conform to the uniform numbering system of the Code.

SECTION 5. EFFECTIVE DATE

This ordinance shall take effect immediately upon the passage, approval and adoption by the City Council of the City of Cedar Hill, Texas. The Youth Standards of Care established by this ordinance shall remain in effect for a period of one (1) year from the date of adoption, unless amended or repealed by subsequent ordinance of the City Council.

SECTION 6. PUBLICATION

The City Secretary is hereby authorized and directed to cause publication of the descriptive caption hereof as an alternative method of publication as provided by law.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Cedar Hill, Texas, on this 14th day of April 2026.

Stephen Mason, Mayor

ATTEST:

Belinda Berg, City Secretary

APPROVED AS TO FORM:

Ron G. MacFarlane, Jr., City Attorney

**CITY OF CEDAR HILL
CITY COUNCIL AGENDA ITEM**

Agenda Date: 04/14/2026

Agenda Wording:

Consider approving Resolution No. R26-786, which authorizes the publication of Notice of Intention to Issue Series 2026 Certificates of Obligation.

Summary:

The City's 2025-2026 Operating and Capital (CIP) Budgets provide for right-of-way acquisition, facility improvements, public safety vehicles, and various City infrastructure construction and improvements. Debt financing has been identified as a funding source for the City's capital program.

Staff is therefore recommending the issuance of Certificates of Obligation, in an amount not to exceed \$6,845,000 for the following projects:

Project Summary:	Planned CO Amount
Facilities (West Midtown Parking)	\$2,000,000
Ambulance	\$ 440,000
Duncanville Road Widening	\$ 500,000
Capricorn Drainage Improvements	\$ 400,000
Annual Erosion Control Program	\$ 200,000
Highway 67 and Baggett Branch Water & Sewer Projects	\$2,600,000
Windsor Park Lift Station Rehab Program	\$ 500,000
Estimated Debt Issue Costs	\$ 205,000
Total Planned CO Amount:	\$6,845,000

The City must publish a Notice of Intention to issue the Certificates of Obligation prior to the issuance. The Notice of Intention begins the process of financing the City's capital improvement plan. The notice must be published in a local newspaper once a week for two (2) consecutive weeks, with the first publication published on April 17, 2026 and the second on April 24, 2026. The City Council will consider adopting an ordinance authorizing the issuance of Certificates of Obligation (bonds) at their June 9, 2026 meeting.

The attached resolution and publication notice have been prepared by bond counsel.

Recommended Action:

Approve Resolution No. R26-786 authorizing and directing the publication of Notice of Intention to issue Series 2026 Certificates of Obligation.

Fiscal Impact

Fiscal Year: 2026

Funding Source: Debt Proceeds

Amount Requested: \$6,845,000

Amount Budgeted: \$6,845,000

Attachments

Res 26-786

Department: Finance

Contact Name: Chuck Fox

Phone Number: (972) 291-5100 Ext.
1063

Attachments: Yes

If yes, how many pages: 4

RESOLUTION NO. R26-786

A RESOLUTION OF THE CITY OF CEDAR HILL, TEXAS APPROVING AND AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cedar Hill, Texas (the "City"), has determined that certificates of obligation should be issued under and pursuant to the provisions of Texas Local Government Code, Chapter 271, Subchapter C, as amended, for the purpose of paying contractual obligations to be incurred for (i) construction and improvement of streets, sidewalks, parking structures and related improvements, including drainage, landscaping, streetscaping, pedestrian seating, lighting, signage and traffic signalization incidental thereto, and the acquisition of land and rights-of-way therefor, (ii) construction and improvement of the Issuer's Water and Wastewater System, including the acquisition of land and rights-of-way therefor, (iii) drainage and flood control improvements, including the acquisition of land and rights-of-way therefor, (iv) acquisition of an ambulance for the public safety department (collectively, the "Project") and (v) professional services rendered in connection therewith; such certificates to be payable from ad valorem taxes and a limited pledge of the net revenues derived from the operation of the City's Water and Wastewater System; and

WHEREAS, prior to the issuance of such certificates, the City Council is required to publish notice of its intention to issue the same in a newspaper of general circulation in the City, said notice stating (i) the time and place the Council tentatively proposes to pass the ordinance authorizing the issuance of the certificates, (ii) the maximum amount proposed to be issued, (iii) the purposes for which the certificates are to be issued and (iv) the manner in which the Council proposes to pay the certificates.

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

SECTION 1: That the City Secretary is hereby authorized and directed to cause notice to be published of the Council's intention to issue certificates of obligation, in one or more series, in the principal amount not to exceed SIX MILLION EIGHT HUNDRED FORTY-FIVE THOUSAND DOLLARS (\$6,845,000) for the purpose of paying contractual obligations to be incurred for (i) construction and improvement of streets, sidewalks, parking structures and related improvements, including drainage, landscaping, streetscaping, pedestrian seating, lighting, signage and traffic signalization incidental thereto, and the acquisition of land and rights-of-way therefor, (ii) construction and improvement of the Issuer's Water and Wastewater System, including the acquisition of land and rights-of-way therefor, (iii) drainage and flood control improvements, including the acquisition of land and rights-of-way therefor, (iv) acquisition of an ambulance for the public safety department (collectively, the "Project") and (v) professional services rendered in connection therewith; such certificates to be payable from ad valorem taxes and a limited pledge of the net revenues derived from the operation of the City's Water and Wastewater System. The notice hereby approved and authorized to be published shall read substantially in the form and content of **Exhibit A** hereto attached and incorporated herein by reference as a part of this resolution for all purposes.

SECTION 2: That the City Secretary shall cause the aforesaid notice to be (i) published in a newspaper of general circulation in the City, once a week for two consecutive weeks, the date of the first publication to be at least forty-six (46) days prior to the date stated therein for the passage of the ordinance authorizing the issuance of the Certificates and (ii) posted continuously on the City's website for at least forty-five (45) days before the date stated therein for the passage of the ordinance authorizing the issuance of the Certificates.

SECTION 3: It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 4: This Resolution shall be in force and effect from and after its passage on the date shown below.

[remainder of page intentionally left blank]

PASSED AND ADOPTED, this 14th day of April, 2026.

Stephen Mason
Mayor, City of Cedar Hill, Texas

ATTEST:

Belinda Berg
City Secretary, City of Cedar Hill, Texas

(City Seal)

EXHIBIT A

NOTICE OF INTENTION TO ISSUE CITY OF CEDAR HILL, TEXAS CERTIFICATES OF OBLIGATION

TAKE NOTICE that the City Council of the City of Cedar Hill, Texas, shall convene at 7:00 p.m. on June 9, 2026, at its regular meeting place in the City Hall located at 285 Uptown Blvd, Cedar Hill, Texas, and, during such meeting, the City Council will consider the passage of an ordinance authorizing the issuance of certificates of obligation in one or more series, in an amount not to exceed SIX MILLION EIGHT HUNDRED FORTY-FIVE THOUSAND DOLLARS (\$6,845,000) for the purpose of paying contractual obligations to be incurred for (i) construction and improvement of streets, sidewalks, parking structures and related improvements, including drainage, landscaping, streetscaping, pedestrian seating, lighting, signage and traffic signalization incidental thereto, and the acquisition of land and rights-of-way therefor, (ii) construction and improvement of the Issuer's Water and Wastewater System, including the acquisition of land and rights-of-way therefor, (iii) drainage and flood control improvements, including the acquisition of land and rights-of-way therefor, (iv) acquisition of an ambulance for the public safety department (collectively, the "Project") and (v) professional services rendered in connection therewith; such certificates to be payable from ad valorem taxes and a limited pledge of the net revenues derived from the operation of the City's Water and Wastewater System. In accordance with Texas Local Government Code Section 271.049, (i) the current principal amount of all of the City's outstanding public securities secured by and payable from ad valorem taxes is \$110,545,000; (ii) the current combined principal and interest required to pay all of the City's outstanding public securities secured by and payable from ad valorem taxes on time and in full is \$148,825,834; (iii) the estimated combined principal and interest required to pay the certificates of obligation to be authorized on time and in full is \$8,790,098; (iv) the maximum interest rate for the certificates may not exceed the maximum legal interest rate and (v) the maximum maturity date of the certificates to be authorized is February 15, 2046. The certificates are to be issued, and this notice is given, under and pursuant to the provisions of Texas Local Government Code, Chapter 271, Subchapter C, as amended.

Belinda Berg
City Secretary
City of Cedar Hill, Texas

CITY OF CEDAR HILL
CITY COUNCIL AGENDA ITEM

Agenda Date: 04/14/2026

Agenda Wording:

Consider approving the minutes of the March 10, 2026 Regular City Council Meeting.

Summary:

The following is a request for approval of the minutes for the March 10, 2026 Regular City Council Meeting.

Recommended Action:

Approval of the minutes, as presented.

Attachments

March 10, 2026 Briefing
March 10, 2026 Regular

Department: Administration

Contact Name: Belinda Berg

Phone Number: (972) 291-5100 Ext.
1011

Attachments: Yes

If yes, how many pages: 9

**MINUTES
CITY COUNCIL
BRIEFING SESSION
MARCH 10, 2026**

The City Council of the City of Cedar Hill, Texas conducted a briefing session on Tuesday, March 10, 2026, at 6:30 p.m., in the T.W. "Turk" Cannady/ Cedar Hill Room, 285 Uptown Blvd., Bldg. 100 Cedar Hill, Texas.

The following members of the City Council were present to wit: Mayor Stephen Mason, Mayor Pro Tem Gregory Glover and Council Members Gerald L. Malone, Daniel C. Haydin, Jr., Alan E. Sims, Chad A. McCurdy and Maranda K. Auzenne.

1. Call the meeting to order.

Mayor Mason called the meeting to order at 6:30 p.m., declaring it an open meeting with a quorum present and the meeting notice was duly posted.

2. City Manager Reports:

- City Council Calendar/Upcoming Events
- City Operations
- Conduct a briefing to discuss items for the 7:00 p.m. regular meeting

City Manager Valadez reviewed the following meetings and events on the City Council's Calendar:

- **Thursday, March 12**
 - **6:30 p.m. - 7:30 p.m. – High Pointe PID Regular Meeting**
High Pointe Baptist Church
101 High Pointe Ln.
- **Tuesday, March 17**
 - **9:00 a.m. – 10:00 a.m. Haydin's Resolution Presented at Commissioners Court (JW Price)**
Dallas County Records Building
500 Elm St. – 2nd Floor
Dallas, TX 75202
 - **6:00 p.m.-7:00 p.m.- Cedar Crest Crime Prevention Meeting**
Grady Lamb Building
601 E. Belt Line Rd.
- **Thursday, March 19**
 - **5:00 p.m.-8:00 p.m.- Food Truck Thursday**
Signature Park
450 Pioneer Trail
- **Friday, March 20**
 - **4:00 p.m. - Les BBQ (until sold-out)**
Alan E. Sims Recreation Center
310 E. Parkerville Rd.

- **Friday, March 20 con't**
 - **7:00 p.m.-9:00 p.m.- Citizens Police Academy Alumni Association Banquet**
Traphene Hickman Library
450 Pioneer Trail
- **Saturday, March 21**
 - **6:00 p.m.-8:00 p.m.- Cedar Hill Fire Department Annual Awards Banquet Honoring 2025**
Live! By Lowes
1600 E. Randol Mill Rd.
Arlington, 76011
- **Monday, March 23**
 - **7:00 p.m. - 8:00 p.m. – South Hills Crime Prevention Meeting**
Grady Lamb Police Building
601 E. Belt Line Rd.
- **Wednesday, March 25**
 - **2:00 p.m. - 4:00 p.m. – Assistant Chief Steve Lafferty Retirement Celebration**
Traphene Hickman Library
450 Pioneer Trail
- **Thursday, March 26**
 - **6:00 p.m. – 8:00 p.m. *RSVP Required* City of Lancaster State of the City**
Grand Hall Banquet Facility
1700 Veterans Memorial Parkway
Lancaster, TX 75134
 - **5:00 p.m.-8:00 p.m.- Food Truck Thursday**
Signature Park
450 Pioneer Trail
- **Saturday, March 28**
 - **11:30 a.m.- 12:30 p.m.- Cedar Trails Crime Prevention Meeting**
Grady Lamb Police Building
601 E. Belt Line Rd.
 - **6:00 p.m.-9:00 p.m. – Police Department Awards Banquet**
Alan E. Sims Recreation Center
310 E. Parkerville Rd.
- **Thursday, April 2**
 - **7:30 a.m.-9:00 a.m.- Mayor's Prayer Breakfast**
Alan E. Sims Recreation Center
310 E. Parkerville Rd.
 - **5:00 p.m.-8:00 p.m.- Food Truck Thursday**
Signature Park
450 Pioneer Trail

- **Thursday, April 2 con't**
 - **6:00 p.m.-7:00 p.m.- Cedar Crest PID Regular Meeting**
Cedar Hill Government Center
285 Uptown Blvd. Bldg. 100
 - **6:30 p.m.-8:00 p.m.- 2nd Annual CHAT People in Action Fundraiser Gala**
Alan E. Sims Recreation Center
310 E. Parkerville Rd.
- **Friday, April 3**
 - **City Offices Closed for Good Friday Holiday**
- **Monday, April 6**
 - **6:00 p.m.-7:00 p.m.- Highlands South Crime Prevention Meeting**
Grady Lamb Police Building
601 E. Belt Line Rd.
- **Tuesday, April 7**
 - **6:00 p.m.-7:00 p.m.- Springfield Crime Prevention Meeting**
Grady Lamb Police Building
601 E. Belt Line Rd.
- **Thursday, April 9**
 - **5:00 p.m.-8:00 p.m.- Food Truck Thursday**
Signature Park
450 Pioneer Trail
- **Friday, April 10**
 - **8:00 a.m. - 3:00 p.m. Cedar Hill ISD Education Foundation 6th Annual Golf Tournament**
The Golf Club of Dallas
2200 W. Red Bird Ln.
Dallas, TX 75232
- **Monday, April 13**
 - **6:00 p.m.-7:00 p.m.- Waterford Oaks PID Regular Meeting**
Grady Lamb Police Building
601 E. Belt Line Rd.
- **Tuesday, April 14**
 - **2:00 p.m. – 3:00 p.m. Tour TotalCare**
850 N. Highway 67
 - **6:00 p.m. - City Council Meeting**
Cedar Hill Government Center
T.W. "Turk" Cannady/Cedar Hill Room
285 Uptown Blvd. Bldg. 100

- **Thursday, April 16**
 - **6:00 p.m.-8:00 p.m.- Board & Commission Appreciation**
Signature Park
450 Pioneer Trail
 - **7:00 p.m.-8:00 p.m.- Winding Hollow PID Regular Meeting**
Cedar Hill Government Center
285 Uptown Blvd. Bldg. 100
- **Thursday, April 18**
 - **8:00 a.m. – 12:00 p.m.- Cedar Hill Beautification & Arbor Day Celebration**
Traphene Hickman Library & Signature Park
450 Pioneer Trail
- **Tuesday, April 21 – April 22, 2026**
 - Tour Big Cedar Lodge
Ridgedale, MO
- **Thursday, April 23**
 - **5:00 p.m.-8:00 p.m.- Food Truck Thursday**
Signature Park
450 Pioneer Trail
- **Saturday, April 25**
 - **9:00 a.m. – 12:00 p.m.- Community Paper Shred Event**
Signature Park
450 Pioneer Trail
 - **6:00 p.m. – 9:00 p.m.- 2nd Annual Motown Street Dance**
Historic Downtown
600 Cedar St.

City Manager Valadez then discussed items for the 7:00 p.m. regular meeting.

Distinctive Character Presentation

Present Good Samaritan Award to John Edwards.

Presentations

Present a Proclamation designating the month of March 2026 as Women's History Month in Cedar Hill.

Public Hearings

Case No. 764-2026 – Conduct a public hearing and consider an application for a Conditional Use Permit (CUP) for the sale of alcoholic beverages for on-premise consumption in conjunction with a restaurant (Razzoo's), on property zoned Planned Development District No. 05-226, generally located south of East Pleasant Run Road, northwest of Highway 67, with the address being 305 West FM 1382, Suite 401 [Hillside Village]. Applicant: M Crowd Razzoos, LLC Property Owner: Prep Hillside Real Estate LLC

Election Matters

Consider authorizing the Mayor to execute a joint election agreement and service contract with Ellis County Elections Department to administer and conduct the City of Cedar Hill General Election on Saturday, May 2, 2026.

Consent Agenda

Consider approving the minutes of the February 17, 2026 Special Called City Council Meeting and the February 24, 2026 Regular City Council Meeting.

Consider approving Resolution No. R26-784, which authorizes the submission of a grant application to the Office of the Texas Governor for the First Responder Mental Health Program.

Consider authorizing the Mayor to execute a contract with AED123 for Automated External Defibrillators (AEDs) maintenance.

Consider authorizing the Mayor to execute a change order with Yearout Energy Services Company, LLC d/b/a Energy Systems Group for design management and renovation of the former Zula B. Wylie Library.

Regular Agenda

Consider accepting the Annual Comprehensive Financial Report and the Single Audit for the fiscal year ended September 30, 2025.

3. Adjourn.

There being no further business, the meeting adjourned at 6:48 p.m.

Approved: _____
Stephen Mason, Mayor

Attest: _____
Belinda Berg, City Secretary

**MINUTES
CITY OF CEDAR HILL
CITY COUNCIL MEETING
MARCH 10, 2026**

The City Council of the City of Cedar Hill, Texas conducted a meeting on Tuesday, March 10, 2026, at 7:00 p.m. in the T.W. "Turk" Cannady/Cedar Hill Room, located in the Cedar Hill Government Center, 285 Uptown Blvd., Bldg. 100, Cedar Hill, Texas.

The following City Council Members were present to wit: Mayor Stephen Mason, Mayor Pro Tem Gregory Glover and Council Members Gerald L. Malone, Daniel C. Haydin, Jr., Alan E. Sims, Chad A. McCurdy, and Maranda K. Auzenne.

1. Call the meeting to order.

Mayor Mason called the regular meeting to order at 7:02 p.m. declaring it an open meeting with a quorum of City Council Members present.

2. Invocation.

Pastor Jordan McKinney of Hillcrest Baptist Church of Cedar Hill gave the invocation.

3. Pledge of Allegiance.

Brooklyn Parnell led the pledge of allegiance to the U.S. Flag and the Texas Flag.

4. Distinctive Character Presentation

- a. Present Good Samaritan Award to John Edwards.

Following remarks, Council Member Haydin presented the Good Samaritan Award to John Edwards.

5. Presentations.

- a. Present a Proclamation designating the month of March 2026 as Women's History Month in Cedar Hill.

Following a reading of the Proclamation by Mayor Mason, it was presented to community members.

6. Citizens Forum/Public Comments.

Marquez Johnson and Trevion Carter spoke regarding their HVAC franchise – Heating and Air Paramedics.

7. Public Hearings.

- a. Case No. 764-2026 – Conduct a public hearing and consider an application for a Conditional Use Permit (CUP) for the sale of alcoholic beverages for on-premise consumption in conjunction with a restaurant (Razzoo's), on property zoned Planned Development District No. 05-226, generally located south of East Pleasant Run Road, northwest of Highway 67, with the address being 305 West FM 1382, Suite 401 [Hillside Village]. Applicant: M Crowd Razzoos, LLC Property Owner: Prep Hillside Real Estate LLC

Following a reading of the agenda item wording, Mayor Mason asked if there was an applicant or representative present.

The applicant was present but did not speak.

Mayor Mason opened the public hearing for anyone wishing to speak for or against the request.

No one spoke.

Mayor Mason closed the public hearing and opened the floor to the City Council for discussion and/or action.

Mayor Pro Tem Glover made a motion to approve Case No. 764-2026, a request for a Conditional Use Permit (CUP) for the sale of alcoholic beverages for on-premise consumption in conjunction with a restaurant (Razzoo's), on property zoned Planned Development District No. 05-226, generally located south of East Pleasant Run Road, northwest of Highway 67, with the address being 305 West FM 1382, Suite 401 [Hillside Village], subject to the Planning & Zoning Commission's recommendations. The motion was seconded by Council Member Haydin, and the results of the vote were as follows:

Ayes: 7 - Mayor Mason, Mayor Pro Tem Glover and Council Members Malone, McCurdy, Haydin, Sims, and Auzenne.

Nays: 0 - None

The motion passed by a vote of 7-0

8. Election Matters.

- a. Consider authorizing the Mayor to execute a joint election agreement and service contract with Ellis County Elections Department to administer and conduct the City of Cedar Hill General Election on Saturday, May 2, 2026.

Council Member Haydin made a motion to authorize the Mayor to execute a joint election agreement and service contract with Ellis County Elections Department to administer and conduct the City of Cedar Hill General Election on Saturday, May 2, 2026. The motion was seconded by Council Member Malone, and the results of the vote were as follows:

Ayes: 7 - Mayor Mason, Mayor Pro Tem Glover and Council Members Malone, McCurdy, Haydin, Sims, and Auzenne.

Nays: 0 - None

The motion passed by a vote of 7-0

9. Consent Agenda.

The Consent Agenda includes routine items that may be acted upon with a single vote. Any council member may remove items from the Consent Agenda for separate discussion and consideration.

- a. Consider approving the minutes of the February 17, 2026 Special Called City Council Meeting and the February 24, 2026 Regular City Council Meeting.
- b. Consider approving Resolution No. R26-784, which authorizes the submission of a grant application to the Office of the Texas Governor for the First Responder Mental Health Program.
- c. Consider authorizing the Mayor to execute a contract with AED123 for Automated External Defibrillators (AEDs) maintenance.
- d. Consider authorizing the Mayor to execute a change order with Yearout Energy Services Company, LLC d/b/a Energy Systems Group for design management and renovation of the former Zula B. Wylie Library.

Council Member Sims made a motion to approve Consent Agenda items a through d, as presented. The motion was seconded by Mayor Pro Tem Glover, and the results of the vote were as follows:

Ayes: 7 - Mayor Mason, Mayor Pro Tem Glover and Council Members Malone, Haydin, Sims, McCurdy, and Auzenne.

Nays: 0

The motion passed by a unanimous vote of 7-0.

10. Regular Agenda.

- a. Consider accepting the Annual Comprehensive Financial Report and the Single Audit for the fiscal year ended September 30, 2025.

Following a brief presentation by representatives of the city's auditing firm, Forvis Mazars, Council Member Haydin made a motion to accept the Annual Comprehensive Financial Report and the Single Audit for the fiscal year ended September 30, 2025, as presented. The motion was seconded by Council Member McCurdy and the results of the vote were as follows:

Ayes: 7 - Mayor Mason, Mayor Pro Tem Glover and Council Members Malone, Haydin, Sims, McCurdy, and Auzenne.

Nays: 0

The motion passed by a unanimous vote of 7-0.

11. Adjourn.

There being no further business, Council Member McCurdy made a motion to adjourn the meeting. The motion was seconded by Council Member Auzenne and by a vote of 7-0, the meeting adjourned at 7:43 p.m.

Approved: _____
Stephen Mason, Mayor

Attest: _____
Belinda Berg, City Secretary

CITY OF CEDAR HILL
CITY COUNCIL AGENDA ITEM

Agenda Date: 04/14/2026

Agenda Wording:

Consider authorizing the purchase of 13 Panasonic FZ55 Toughbooks for police patrol vehicles from BAYCOM.

Summary:

The Police Department is requesting authorization to purchase 13 Panasonic FZ55 Toughbooks from BAYCOM in the amount of \$58,890. This also includes a 5-year protection plus warranty. Toughbooks are required in the police vehicles as they are an essential part of daily work. They are on a 5-year rotation. This purchase is through the State DIR Contract CPO 5225.

The total amount required for this purchase is detailed below.

Vendor	ILA or Other source of pricing	Quote
BAYCOM	DIR Contract CPO 5225	\$58,890

Recommended Action:

Approve purchase of 13 Panasonic FZ55 Toughbooks for police patrol vehicles from BAYCOM, as presented.

Fiscal Impact

Fiscal Year: FY26
Funding Source: Equipment Fund
Amount Requested: \$58,890
Amount Budgeted: \$50,129

Attachments

quote

Department: Police
Contact Name: Chief Ely Reyes
Attachments: Yes
Phone Number: (972) 291-5181
If yes, how many pages: 1



A Lifeline in the
Moments that Matter

Corporate Office
2040 Radisson St.
Green Bay, WI 54302

Texas: 920-461-8265
tallison@baycominc.com

Cedar Hill Police Department
Lt. Brown
285 Uptown Blvd building 200
Cedar Hill, TX 75104
2/5/2026
(972) 291-5181

Quote No. TA20260205FZ55

PRICING AND FINANCIAL OPTIONS SPECIFIC TO THIS OFFERING:
EQUIPMENT DETAILS AND PRICING

QTY	MODEL AND DESCRIPTION	UNIT PRICE	TOTAL PRICE
State DIR Contract CPO 5225 When Applicable			
13	Panasonic FZ55 Toughbook Intel Core i5-1345U (up to 4.7GHz) 14.0" FHD 1000 nit Gloved Multi Touch 16GB Memory 512GB SSD Storage 4G EM7595, Wi-Fi 6E, Bluetooth Dedicated GPS, Dual Pass (Ch1:GPS/Ch2:WWAN) Mic and Infrared 2MP Webcam TPM 2.0, AMT Windows 11 Pro Emissive Backlit Keyboard Public Sector Bundle 3 Year Protection Plus Warranty, 3 Year No Return of Defective Drive, 3 Year Premier Deployment, Field Engineering Support	\$3,650.00	\$47,450.00
13	PS Bundle - 4th and 5th Year	\$720.00	\$9,360.00
13	Standard Battery for FZ-55	\$160.00	\$2,080.00
EQUIPMENT COST:			\$58,890.00
SHIPPING:			Inc.
TAX:			Exempt
TOTAL:			\$58,890.00

Payment Terms: Net 30 Days

Quotation Good for 15 Days

We impose a surcharge of 2% on credit card purchases over

\$1,000.00 which is not greater than our cost of acceptance.

Your signature is an agreement to purchase and an acceptance of DIR's Terms & Conditions

Approved By: _____

AUTHORIZED CUSTOMER SIGNATURE

DATE

All of the information listed on this proposal is confidential and proprietary information.

If You Have Any Questions, Please Contact Trent Allison at 920-461-8265

www.baycominc.com

info@baycominc.com

(800) 726-5426



**CITY OF CEDAR HILL
CITY COUNCIL AGENDA ITEM**

Agenda Date: 04/14/2026

Agenda Wording:

Consider acceptance of 2025 Racial Profiling Analysis by Dr. Eric Fritsch with Justice Research Consultants, LLC.

Summary:

Dr. Eric Fritsch, with the Justice Research Consultants, LLC, provided the City Council an executive summary of the 2025 Racial Profiling Report during this evening's presentations. Dr. Fritsch provided his analysis and recommendations to City Council.

In 2004, the University of North Texas was commissioned by Senator Royce West to collect and analyze data from Southwest Dallas County law enforcement agencies in order to make recommendations concerning the racial profiling law and data collection process. Cedar Hill Police Department was one of the first law enforcement agencies that volunteered its data to this commissioned study for analysis and presentation. In fact, Cedar Hill Police Department exceeded the data collection requirement and served as a model agency for racial profile data collection.

State Law mandates that a local law enforcement agency present to its governing body an annual racial profiling report in accordance with Articles 2.132 and 2.133 of the Texas Code of Criminal Procedures. The Police Department has complied with this mandate and has again contracted with the Justice Research Consultants, LLC to complete the 2025 Racial Profiling Report.

The Racial Profiling Report is available on the police department website and archived at the Cedar Hill library.

Recommended Action:

Accept the 2025 Racial Profiling Analysis Report, as presented.

Attachments

Analysis

Department: Police

Contact Name: Chief Ely Reyes

Attachments: Yes

Phone Number: (972) 291-5181

If yes, how many pages: 29

CEDAR HILL POLICE DEPARTMENT

2025

RACIAL PROFILING ANALYSIS

PREPARED BY:

Eric J. Fritsch, Ph.D.

Chad R. Trulson, Ph.D.

Justice Research Consultants, LLC



Executive Summary

Article 2B.0053-2B.0055 of the Texas Code of Criminal Procedure (CCP) requires the annual reporting to the local governing body of data collected on motor vehicle stops in which a citation or warning was issued and to arrests made as a result of those stops, in addition to data collection and reporting requirements. Article 2B.0055 of the CCP directs that “a comparative analysis of the information compiled under 2B.0054” be conducted, with specific attention to the below areas:

1. evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities;
2. examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction;
3. evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches; and
4. information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

The analysis of material and data from the Cedar Hill Police Department revealed the following:

- **A COMPREHENSIVE REVIEW OF THE CEDAR HILL POLICE DEPARTMENT’S GENERAL ORDERS, SPECIFICALLY GENERAL ORDER 203.00 OUTLINING THE DEPARTMENT’S POLICY CONCERNING RACIAL PROFILING, SHOWS THAT THE CEDAR HILL POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH ARTICLE 2B.0053 OF THE TEXAS CODE OF CRIMINAL PROCEDURE.**
- **A REVIEW OF THE INFORMATION PRESENTED AND SUPPORTING DOCUMENTATION REVEALS THAT THE CEDAR HILL POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH TEXAS LAW ON TRAINING AND EDUCATION REGARDING RACIAL PROFILING.**
- **A REVIEW OF THE DOCUMENTATION PRODUCED BY THE DEPARTMENT IN BOTH PRINT AND ELECTRONIC FORM REVEALS THAT THE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW ON THE RACIAL PROFILING COMPLAINT PROCESS AND PUBLIC EDUCATION ABOUT THE COMPLAINT PROCESS.**
- **ANALYSIS OF THE DATA REVEALS THAT THE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW ON THE COLLECTION OF RACIAL PROFILING DATA.**
- **THE CEDAR HILL POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW CONCERNING THE REPORTING OF INFORMATION TO TCOLE.**
- **THE CEDAR HILL POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW REGARDING CCP ARTICLES 2B.0053-2B.0055.**

Introduction

This report details an analysis of the Cedar Hill Police Department's policies, training, and statistical information on racial profiling for the year 2025. This report has been prepared to specifically comply with Article 2B.0053, 2B.0054, and 2B.0055 of the Texas Code of Criminal Procedure (CCP) regarding the compilation and analysis of traffic stop data. Specifically, the analysis will address Articles 2B.0052 – 2B.0055 of the CCP and make a determination of the level of compliance with those articles by the Cedar Hill Police Department in 2025. The full copies of the applicable laws pertaining to this report are contained in Appendix A.

This report is divided into six sections: (1) Cedar Hill Police Department's policy on racial profiling; (2) Cedar Hill Police Department's training and education on racial profiling; (3) Cedar Hill Police Department's complaint process and public education on racial profiling; (4) analysis of Cedar Hill Police Department's traffic stop data; (5) additional traffic stop data to be reported to TCOLE; and (6) Cedar Hill Police Department's compliance with applicable laws on racial profiling.

For the purposes of this report and analysis, the following definition of racial profiling is used: racial profiling means a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity (Texas CCP Article 2B.0051(4)).

Cedar Hill Police Department Policy on Racial Profiling

A review of Cedar Hill Police Department's General Order 203.00 revealed that the department has adopted policies in compliance with Article 2B.0053 of the Texas CCP (see Appendix B). There are seven specific requirements mandated by Article 2B.0053 that a law enforcement agency must address. All seven are clearly covered in General Order 203.00. The Cedar Hill Police Department's General Order provides clear direction that any form of racial profiling is prohibited and that officers found engaging in inappropriate profiling may be disciplined according to the agency's Administrative Order 433.00 on "Discipline" up to and including termination. The regulations also provide a very clear statement of the agency's philosophy regarding equal treatment of all persons regardless of race, ethnicity, or national origin. Appendix C lists the applicable statute corresponding to the Cedar Hill Police Department regulation.

A COMPREHENSIVE REVIEW OF CEDAR HILL POLICE DEPARTMENT'S GENERAL ORDER 203.00 SHOWS THAT THE CEDAR HILL POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH ARTICLE 2B.0053 OF THE TEXAS CODE OF CRIMINAL PROCEDURE.

Cedar Hill Police Department Training and Education on Racial Profiling

Texas Occupation Code § 1701.253 and § 1701.402 require that curriculum be established and training certificates issued on racial profiling for all Texas Peace officers. Information provided by the Cedar Hill Police Department reveals that racial profiling training and certification is current for all officers. In addition to racial profiling training, all officers have also received various trainings including fair and impartial policing, bias-based profiling, procedural justice, police and

minority relations, civilian interaction, and multiple courses on leadership, all of which address the issue of racial profiling.

A REVIEW OF THE INFORMATION PRESENTED AND SUPPORTING DOCUMENTATION REVEALS THAT THE CEDAR HILL POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH TEXAS LAW ON TRAINING AND EDUCATION REGARDING RACIAL PROFILING.

Cedar Hill Police Department Complaint Process and Public Education on Racial Profiling

Article 2B.0053 §(b)3-4 of the Texas Code of Criminal Procedure requires that law enforcement agencies implement a complaint process on racial profiling and that the agency provide public education on the complaint process. Cedar Hill Police Department utilizes a brochure on “Racial Profiling Complaint Procedures.” This easy-to-read and accessible brochure outlines the racial profiling complaint process and other pertinent information in an easy to comprehend format. The brochure also lists contact numbers and a website where citizens may receive further information and file a complaint (<https://www.cedarhilltx.com/626/Internal-Affairs>). Cedar Hill Police Department also developed a Facebook page in 2013 in which citizens can ask questions, provide comments, and contact the department.

A REVIEW OF THE DOCUMENTATION PRODUCED BY THE DEPARTMENT IN BOTH PRINT AND ELECTRONIC FORM REVEALS THAT THE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW ON THE RACIAL PROFILING COMPLAINT PROCESS AND PUBLIC EDUCATION ABOUT THE COMPLAINT PROCESS.

Cedar Hill Police Department Statistical Data on Racial Profiling

Article 2B.0053(b) 6 and Article 2B.0054 requires that law enforcement agencies collect statistical information on motor vehicle stops in which a citation or warning was issued and to arrests made as a result of those stops, in addition to other information noted previously. Cedar Hill Police Department submitted statistical information on all motor vehicle stops in 2025 and accompanying information on the race/ethnicity of the person stopped. Accompanying this data was the relevant information required to be collected and reported by law.

ANALYSIS OF THE DATA REVEALS THAT THE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW ON THE COLLECTION OF RACIAL PROFILING DATA.

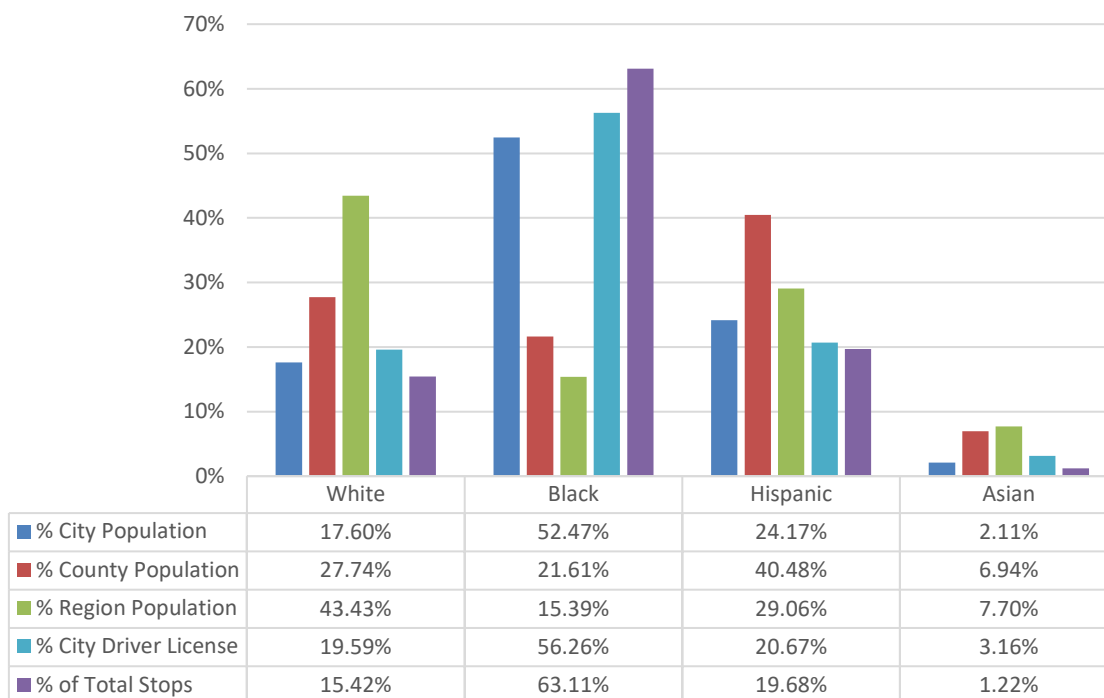
Analysis of the Data

Comparative Analysis #1:

Evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities. Texas Code of Criminal Procedure Article 2B.0055(c)(1)(A)

The first chart depicts the percentages of people stopped by race/ethnicity among the total 7,602 motor vehicle stops in which a citation or warning was issued, including arrests made, in 2025.¹

Chart 1: Percentage of Motor Vehicle Stops in Comparison to Benchmarks



White drivers constituted 15.42 percent of all drivers stopped, whereas Whites constitute 17.60 percent of the city population, 27.74 percent of the county population, 43.43 percent of the region population, and 19.59 percent of the city residents with a driver license.²

Black drivers constituted 63.11 percent of all drivers stopped, whereas Blacks constitute 52.47 percent of the city population, 21.61 percent of the county population, 15.39 percent of the region population, and 56.26 percent of the city residents with a driver license.

Hispanic drivers constituted 19.68 percent of all drivers stopped, whereas Hispanics constitute 24.17 percent of the city population, 40.48 percent of the county population, 29.06 percent of the region population, and 20.67 percent of the city residents with a driver license.

¹ There were 43 motor vehicle stops of drivers considered Alaska Native/American Indian. These motor vehicle stops were not charted in the first figure of this report due to the small number of cases relative to the population in Cedar Hill and relative to the total number of motor vehicle stops among all drivers (7,602).

² City and County and Regional populations were derived from 2020 Decennial Census Redistricting Data (DEC) of the U.S. Census Bureau. Region is defined as the 16 county Dallas-Ft. Worth Area including the following counties: Collin, Dallas, Denton, Ellis, Erath, Hood, Hunt, Johnson, Kaufman, Navarro, Palo Pinto, Parker, Rockwall, Somervell, Tarrant, and Wise. City and County populations by gender noted later in this report are based on 2019 American Community Survey estimates. The City Driver License percentages were derived from driver license data obtained from the Texas Department of Public Safety for the City of Cedar Hill zip code of 75104 in 2022. The data include valid driver licenses which are defined as not expired or expired within the past 2 years, not marked deceased, or not licensed in another jurisdiction or state.

Asian drivers constituted 1.22 percent of all drivers stopped, whereas Asians constitute 2.11 percent of the city population, 6.94 percent of the county population, 7.70 percent of the region population, and 3.16 percent of the city residents with a driver license.

The chart shows that White drivers are stopped at rates lower than the percentage of Whites found in the city, county, region, and city driver license populations. Black drivers are stopped at rates higher than the percentage of Blacks found in the city, county, region, and city driver license populations. Hispanic drivers are stopped at rates lower than the percentage of Hispanics found in the city, county, and region population but almost equal to the percentage of Hispanics found in the city driver license population. Asian drivers are stopped at rates lower than the percentage of Asians found in the city, county, region, and city driver license populations.

Methodological Issues

Upon examination of the data, it is important to note that differences in overall stop rates of a particular racial or ethnic group, compared to that racial or ethnic group's proportion of the population, cannot be used to make determinations that officers have or have not racially profiled any given individual motorist. Claims asserting racial profiling of an individual motorist from the aggregate data utilized in this report are erroneous.

For example, concluding that a particular driver of a specific race/ethnicity was racially profiled simply because members of that particular racial/ethnic group as a whole were stopped at a higher rate than their proportion of the population—are as erroneous as claims that a particular driver of a specific race/ethnicity could NOT have been racially profiled simply because the percentage of stops among members of a particular racial/ethnic group as a whole were stopped at a lower frequency than that group's proportion of the particular population base (e.g., city or county population). In short, aggregate data as required by law and presented in this report cannot be used to prove or disprove that a member of a particular racial/ethnic group was racially profiled. Next, we discuss the reasons why using aggregate data—as currently required by the state racial profiling law—are inappropriate to use in making claims that any individual motorist was racially profiled.

Issue #1: Using Group-Level Data to Explain Individual Officer Decisions

The law dictates that police agencies compile aggregate-level data regarding the *rates* at which agencies *collectively* stop motorists in terms of their race/ethnicity. These aggregated data are to be subsequently analyzed in order to determine whether or not *individual* officers are “racially profiling” motorists. This methodological error, commonly referred to as the “ecological fallacy,” defines the dangers involved in making assertions about individual officer decisions based on the examination of aggregate stop data. **In short, one cannot prove that an individual officer has racially profiled any individual motorist based on the rate at which a department stops any given group of motorists.** In sum, aggregate level data cannot be used to assess individual officer decisions, but the state racial profiling law requires this assessment.

Issue #2: Problems Associated with Population Base-Rates

There has been considerable debate as to what the most appropriate population “base-rate” is in determining whether or not racial/ethnic disparities exist. The base-rate serves as the benchmark for comparison purposes. The outcome of analyses designed to determine whether disparities exist is dependent on which base-rate is used. While this report utilized the 2020 Census as a population base-rate, this population measure can become quickly outdated, can be inaccurate, and may not keep pace with changes experienced in city and county and region population measures.

In addition, the validity of the benchmark base-rate becomes even more problematic if analyses fail to distinguish between residents and non-residents who are stopped. This is because the existence of significant proportions of non-resident stops will lead to invalid conclusions if racial/ethnic comparisons are made exclusively to resident population figures.

Furthermore, this report included data on the race/ethnicity of City of Cedar Hill residents who have a driver’s license. Although, this base-rate is probably better than the Census population base-rates, it is not without limitations. Most notably, driver license data does not indicate the frequency in which someone operates a motor vehicle and other factors, such as driving behavior, which puts individuals at increased risk of motor vehicle stops.

In sum, a valid measure of the driving population does not exist. As a proxy, census and city driver license data are used which are problematic as valid indicators of the driving population.

Issue #3: Officers Do Not Know the Race/Ethnicity of the Motorist Prior to the Stop

As illustrated in Table 4 near the end of this report, of the 7,602 motor vehicle stops in 2025, the officer knew the race/ethnicity of the motorist prior to the stop in 1.7% of the stops (126/7,602). This percentage is consistent across law enforcement agencies throughout Texas. An analysis of all annual racial profiling reports submitted to the Texas Commission on Law Enforcement, as required by the Texas racial profiling law found that in 2.9% of the traffic stops in Texas, the officer knew the race/ethnicity of the motorist prior to the stop.³ The analysis included 1,186 Texas law enforcement agencies and more than 3.25 million traffic stops.

As noted, the legal definition of racial profiling in the Texas Code of Criminal Procedure Article 2B.0051(4) is “a law enforcement-initiated action based on an individual’s race, ethnicity, or national origin rather than on the individual’s behavior or on information identifying the individual as having engaged in criminal activity.”

Almost always, Cedar Hill PD officers do not know the race/ethnicity of the motorist prior to the stop. This factor invalidates any conclusions drawn from the stop data presented in Chart 1. If an officer does not know the race/ethnicity of the motorist prior to the stop, then the officer cannot, by legal definition, be racial profiling. Racial profiling is a law-enforcement action based on the race/ethnicity of an individual. If the officer does not know the person’s race/ethnicity before the action (in this case, stopping a vehicle), then racial profiling cannot occur.

³ Winkler, Jordan M. (2016). *Racial Disparity in Traffic Stops: An Analysis of Racial Profiling Data in Texas*. Master’s Thesis. University of North Texas.

Based on this factor, post-stop outcomes are more relevant for a racial profiling assessment, as presented later in this report, in comparison to initial motor vehicle stop data disaggregated by race/ethnicity. Once the officer has contacted the motorist after the stop, the officer has identified the person's race/ethnicity and all subsequent actions are more relevant to a racial profiling assessment than the initial stop data.

In short, the methodological problems outlined above point to the limited utility of using aggregate level comparisons of the rates at which different racial/ethnic groups are stopped in order to determine whether or not racial profiling exists within a given jurisdiction.

Table 1 reports the summaries for the total number of motor vehicle stops in which a citation or warning was issued, and to arrests made as a result of those stops, by the Cedar Hill Police Department in 2025. Table 1 and associated analyses are utilized to satisfy the comparative analyses as required by Texas law, and in specific, Article 2B.0055 of the CCP.

Comparative Analysis #2:

Examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction. Texas Code of Criminal Procedure Article 2B.0055(c)(1)(B)

As shown in Table 1, there were a total of 7,602 motor vehicle stops in 2025 in which a citation or warning was issued. The table also shows arrests made as a result of those stops. Roughly 66 percent of stops resulted in a written warning (4,998/7,602) and roughly 31 percent resulted in a citation. These actions accounted for roughly 97 percent of all stop actions and will be the focus of the below discussion.

Specific to **written warnings**, White motorists received a written warning in roughly 69 percent of stops of White motorists (804/1,172), Black motorists received a written warning in roughly 66 percent of stops of Black motorists, Hispanic motorists received a written warning in roughly 62 percent of stops of Hispanic motorists, and Asian motorists received a written warning in 66 percent of stops of Asian motorists.

Specific to **citations**, White motorists received a citation in roughly 30 percent of stops involving White motorists (349/1,172), Black motorists received a citation in roughly 29 percent of stops of Black motorists, Hispanic motorists received a citation in roughly 35 percent of stops of Hispanic motorists, and Asian motorists received a citation in 34 percent of stops of Asian motorists.

As illustrated in Table 1, of the 7,602 total stops, 272 **arrests** [written warning and arrest (141) and citation and arrest (131)] were made in 2025, and this accounts for 3.6 percent of all stops. White motorists were arrested in 1.6 percent of stops involving White motorists (19/1,172), Black motorists were arrested in 4.5 percent of stops involving Black motorists, Hispanic motorists were arrested in 2.5 percent of stops involving Hispanic motorists, and Asian motorists were not arrested pursuant to a traffic stop in 2025.

Overall, arrests were most commonly based on an **outstanding warrant** (61.8%; 168/272) or a **violation of the penal code** (30.9%; 84/272) as illustrated in Table 1.

Finally, as presented in Table 1, **physical force resulting in bodily injury** occurred during one traffic stop in 2025. During the stop, the suspect was injured.

Table 1: Traffic Stops and Outcomes by Race/Ethnicity

Stop Table	White	Black	Hispanic /Latino	Asian /Pacific Islander	Alaska Native /American Indian	Total
Number of Stops	1,172	4,798	1,496	93	43	7,602
Gender						
Female	453	1,933	547	44	13	2,990
Male	719	2,865	949	49	30	4,612
Reason for Stop						
Violation of Law	12	67	17	0	0	96
Preexisting Knowledge	17	128	37	4	1	187
Moving Traffic Violation	590	2,025	716	61	23	3,415
Vehicle Traffic Violation	553	2,578	726	28	19	3,904
Result of Stop						
Verbal Warning	0	0	0	0	0	0
Written Warning	804	3,176	929	61	28	4,998
Citation	349	1,406	530	32	15	2,332
Written Warning and Arrest	11	108	22	0	0	141
Citation and Arrest	8	108	15	0	0	131
Arrest	0	0	0	0	0	0
Arrest Based On						
Violation of Penal Code	4	62	18	0	0	84
Violation of Traffic Law	4	15	1	0	0	20
Violation of City Ordinance	0	0	0	0	0	0
Outstanding Warrant	11	139	18	0	0	168
Physical Force Resulting in Bodily Injury Used?						
No	1,172	4,797	1,496	93	43	7,601
Yes	0	1	0	0	0	1

Table 2 provides the percentage of traffic stops, warnings, and citations for each racial/ethnic group from 2021 through 2025. The table is designed to assess the level of consistency for these traffic-related actions.

As illustrated in Table 2, White motorists constituted 17.27, 15.98, 16.38, 15.87, and 15.42 percent of all motorists stopped in 2021, 2022, 2023, 2024, and 2025 respectively. Black motorists constituted 62.51, 62.89, 64.44, 64.61, and 63.11 percent of all motorists stopped in 2021-2025, respectively. Hispanic motorists constituted 17.95, 19.39, 17.50, 18.05, and 19.68 percent of all motorists stopped in 2021-2025, respectively. Asian motorists constituted 1.36, 1.06, 0.97, 1.07, and 1.22 percent of all motorists stopped in 2021-2025, respectively.

Specific to **warnings**, White motorists received a warning in 56.0, 53.9, 54.7, 59.6, and 68.6 percent of stops involving White motorists in 2021, 2022, 2023, 2024 and 2025 respectively. Black motorists received a warning in 56.8, 50.6, 52.8, 59.9, and 66.2 percent of stops involving Black motorists in 2021-2025, respectively. Hispanic motorists received a warning in 48.9, 44.1, 43.7, 51.4, and 62.1 percent of stops involving Hispanic motorists in 2021-2025, respectively. Asian motorists received a warning in 56.3, 53.3, 43.0, 52.2, and 65.6 percent of stops involving Asian motorists in 2021-2025, respectively.

Specific to **citations**, White motorists received a citation in 43.0, 44.9, 43.4, 39.0, and 29.8 percent of stops involving White motorists in 2021, 2022, 2023, 2024 and 2025 respectively. Black motorists received a citation in 40.1, 45.9, 42.7, 35.4, and 29.3 percent of stops involving Black motorists in 2021-2025, respectively. Hispanic motorists received a citation in 49.4, 53.7, 53.9, 45.9, and 35.4 percent of stops involving Hispanic motorists in 2021-2025, respectively. Asian motorists received a citation in 43.8, 45.7, 57.0, 46.9, and 34.4 percent of stops involving Asian motorists in 2021-2025, respectively.

Table 2: Traffic Stops, Warnings, and Citations by Race/Ethnicity by Year
(Frequencies in Parentheses)

Activity by Year	White	Black	Hispanic /Latino	Asian /Pacific Islander	Alaska Native /American Indian	Total
Stops						
2021	17.27% (1,835)	62.51% (6,640)	17.95% (1,907)	1.36% (144)	0.91% (97)	100% (10,623)
2022	15.98% (1,389)	62.89% (5,468)	19.39% (1,686)	1.06% (92)	0.68% (59)	100% (8,694)
2023	16.38% (1,695)	64.44% (6,669)	17.50% (1,811)	0.97% (100)	0.72% (74)	100% (10,349)
2024	15.87% (1,679)	64.61% (6,836)	18.05% (1,910)	1.07% (113)	0.40% (42)	100% (10,580)
2025	15.42% (1,172)	63.11% (4,798)	19.68% (1,496)	1.22% (93)	0.57% (43)	100% (7,602)
Warnings						
2021	56.0% (1,028)	56.8% (3,774)	48.9% (932)	56.3% (81)	46.4% (45)	55.2% (5,860)
2022	53.9% (749)	50.6% (2,769)	44.1% (743)	53.3% (49)	28.8% (17)	49.8% (4,327)
2023	54.7% (927)	52.8% (3,520)	43.7% (792)	43.0% (43)	36.5% (27)	51.3% (5,309)
2024	59.6% (1,000)	59.9% (4,097)	51.4% (982)	52.2% (59)	50.0% (21)	58.2% (6,159)
2025	68.6% (804)	66.2% (3,176)	62.1% (929)	65.6% (61)	65.1% (28)	65.7% (4,998)
Citations						
2021	43.0% (789)	40.1% (2,663)	49.4% (942)	43.8% (63)	51.5% (50)	42.4% (4,507)
2022	44.9% (623)	45.9% (2,510)	53.7% (906)	45.7% (42)	71.2% (42)	47.4% (4,123)
2023	43.4% (735)	42.7% (2,845)	53.9% (976)	57.0% (57)	63.5% (47)	45.0% (4,660)
2024	39.0% (654)	35.4% (2,417)	45.9% (877)	46.9% (53)	50.0% (21)	38.0% (4,022)
2025	29.8% (349)	29.3% (1,406)	35.4% (530)	34.4% (32)	34.9% (15)	30.7% (2,332)

Comparative Analysis #3:

Evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches. Texas Code of Criminal Procedure Article 2B.0055(c)(1)(C)

In 2025, a total of 461 **searches** of motorists were conducted, or 6.1 percent of all stops resulted in a search (461/7,602). Among searches within each racial/ethnic group, White motorists were searched in 2.6 percent of all stops of White motorists (30/1,172), Black motorists were searched in 7.8 percent of all stops of Black motorists, Hispanic motorists were searched in 3.7 percent of all stops of Hispanic motorists, and Asian motorists were searched in 1.1 percent of all stops of Asian motorists (1 search out of 93 total stops of Asian motorists).

As illustrated in Table 3, the most common reason for a search was probable cause (57.5%; 265/461). Among **searches based on probable cause** within each racial/ethnic group, White motorists were searched based on probable cause in 40 percent of all searches of White motorists (12/30), Black motorists were searched based on probable cause in roughly 61 percent of all searches of Black motorists, Hispanic motorists were searched based on probable cause in roughly 42 percent of all searches of Hispanic motorists, and Asian motorists were searched based on probable cause in 100 percent of searches of Asian motorists (1 probable cause search out of 1 total search of Asian motorists).

Regarding searches, it should be further noted that only 3 out of 461 searches (see Table 3), or 0.7 percent of all searches, were based on consent, which are regarded as discretionary as opposed to non-discretionary searches. Relative to the total number of stops (7,602), discretionary consent searches occurred in 0.04 percent of all stops.

Among **consent searches** within each racial/ethnic group, Black motorists were searched based on consent in 0.8 percent of all searches of Black motorists (3 consent searches / 374 total searches), and White, Hispanic, and Asian motorists were not searched based on consent in 2025.

Of the searches that occurred in 2025, and as shown in Table 3, contraband was discovered in 287 or about 62 percent of all searches (287/461 total searches). Among the searches in which contraband was discovered, drugs were the most frequently found contraband item (75.0% of the of the contraband discoveries were drugs).⁴ Finally, as illustrated in Table 3, when contraband was discovered, motorists were arrested roughly 25% of the time (73 arrests / 287 searches where contraband was discovered).

⁴ Note from Table 3 that contraband was found in 287 of 461 searches, but the “description of contraband” found equals 343. This difference occurs because more than one contraband item can be found per search.

Table 3: Searches and Outcomes by Race/Ethnicity

Search Table	White	Black	Hispanic /Latino	Asian /Pacific Islander	Alaska Native /American Indian	Total
Search Conducted						
Yes	30	374	55	1	1	461
No	1,142	4,424	1,441	92	42	7,141
Reason for Search						
Consent	0	3	0	0	0	3
Contraband in Plain View	3	21	5	0	0	29
Probable Cause	12	228	23	1	1	265
Inventory	0	9	1	0	0	10
Incident to Arrest	15	113	26	0	0	154
Was Contraband Discovered						
Yes	15	242	28	1	1	287
No	15	132	27	0	0	174
Description of Contraband						
Drugs	14	221	22	0	1	258
Weapons	0	41	1	0	1	43
Currency	0	1	2	0	0	3
Alcohol	4	9	4	0	0	17
Stolen Property	0	3	0	0	0	3
Other	0	15	3	1	0	19
Did Discovery of Contraband Result in Arrest?						
Yes	3	61	9	0	0	73
No	12	181	19	1	1	214

Comparative Analysis #4:

Information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling. Texas Code of Criminal Procedure Article 2B.0055(c)(2)

In 2025, internal records indicate that the Cedar Hill Police Department received no complaints alleging that a peace officer employed by the agency engaged in racial profiling.

Additional Analysis:

Statistical analysis of motor vehicle stops relative to the gender population of the agency's reporting area. This analysis is presented in the report based on a December 2020 email sent from TCOLE to law enforcement executives in Texas.

In 2025, 7,602 motor vehicle stops were made by the Cedar Hill Police Department. Of these stops, 2,990 or roughly 39 percent were female drivers (2,990/7,602) and roughly 61 percent were male drivers (see Table 1).

According to 2019 American Community Survey (ACS) city and county population estimates of the U.S. Census Bureau, the City of Cedar Hill was composed of 51.6 percent females and 48.4 percent males. County population 2019 ACS estimates indicate that females accounted for 50.7 percent of the county population and males accounted for 49.3 percent of the county population.

Overall, in 2025, males were stopped at rates higher than their proportion of the city and county populations.

Additional Information Required to be Reported to TCOLE

Table 4 below provides additional information relative to motor vehicle stops in 2025 by the Cedar Hill Police Department. The data are required to be collected by the Cedar Hill Police Department under the Texas Code of Criminal Procedure Article 2B.0054.

As previously noted, the Cedar Hill Police Department received no complaints alleging that a peace officer employed by the agency engaged in racial profiling. Furthermore, as previously discussed, of the 7,602 motor vehicle stops in 2025, the officer knew the race/ethnicity of the motorist prior to the stop in 1.7% of the stops (126/7,602).

Table 4: Additional Information

Additional Information	Total
Was Race/Ethnicity Known Prior to Stop	
Yes	126
No	7,476
Approximate Location of Stop	
City Street	6,468
US Highway	770
County Road	19
State Highway	344
Private Property/Other	1
Number of Complaints of Racial Profiling	
Resulted in Disciplinary Action	0
Did Not Result in Disciplinary Action	0

Analysis of Racial Profiling Compliance by the Cedar Hill Police Department

The foregoing analysis shows that the Cedar Hill Police Department is fully in compliance with all relevant Texas laws concerning racial profiling, including the existence of a formal policy prohibiting racial profiling by its officers, officer training and educational programs, a formalized complaint process, and the collection of data in compliance with the law.

In addition to providing summary reports and analysis of the data collected by the Cedar Hill Police Department in 2025, this report also included an extensive presentation of some of the limitations involved in the level of data collection currently required by law and the methodological problems associated with analyzing such data.

Appendix A
Texas Racial Profiling Law

TEXAS CODE OF CRIMINAL PROCEDURE
CHAPTER 2B. LAW ENFORCEMENT INTERACTIONS WITH PUBLIC

SUBCHAPTER A. GENERAL PROVISIONS

Art. 2B.0001. DEFINITIONS. In this chapter:

- (1) "Commission" means the Texas Commission on Law Enforcement.
- (2) "Department" means the Department of Public Safety of the State of Texas.

Added by Acts 2023, 88th Leg., R.S., Ch. 765 (H.B. 4504), Sec. 1.001, eff. January 1, 2025.

SUBCHAPTER B. RACIAL PROFILING; MOTOR VEHICLE STOPS

Art. 2B.0051. DEFINITIONS. In this subchapter:

- (1) "Bodily injury" has the meaning assigned by Section 1.07, Penal Code.
- (2) "Motor vehicle stop" means an occasion in which a peace officer stops a motor vehicle for an alleged violation of a law or ordinance.
- (3) "Race or ethnicity" means the following categories:
 - (A) Alaska native or American Indian;
 - (B) Asian or Pacific Islander;
 - (C) black;
 - (D) Hispanic or Latino; and
 - (E) white.
- (4) "Racial profiling" means a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.

Added by Acts 2023, 88th Leg., R.S., Ch. 765 (H.B. 4504), Sec. 1.001, eff. January 1, 2025.

Art. 2B.0052. RACIAL PROFILING PROHIBITED. A peace officer may not engage in racial profiling.

Added by Acts 2023, 88th Leg., R.S., Ch. 765 (H.B. 4504), Sec. 1.001, eff. January 1, 2025.

Art. 2B.0053. LAW ENFORCEMENT POLICY ON RACIAL PROFILING.

(a) In this article, "law enforcement agency" means an agency of this state, or of a county, municipality, or other political subdivision of this state, that employs peace officers who make motor vehicle stops in the routine performance of the officers'

official duties.

(b) Each law enforcement agency shall adopt a detailed written policy on racial profiling. The policy must:

- (1) clearly define acts constituting racial profiling;
- (2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;
- (3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;
- (4) provide public education relating to the agency's compliment and complaint process, including providing the telephone number, mailing address, and e-mail address to make a compliment or complaint with respect to each ticket, citation, or warning issued by a peace officer;
- (5) require the agency employing a peace officer to take appropriate corrective action against the peace officer after an investigation shows that the peace officer has engaged in racial profiling in violation of the agency's policy adopted under this article;
- (6) require collection of information relating to motor vehicle stops in which a ticket, citation, or warning is issued and to arrests made as a result of those stops, including information relating to:
 - (A) the race or ethnicity of the individual detained;
 - (B) whether a search was conducted and, if so, whether the individual detained consented to the search;
 - (C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - (D) whether the peace officer used physical force that resulted in bodily injury during the stop;
 - (E) the location of the stop; and
 - (F) the reason for the stop; and
- (7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - (A) the commission; and
 - (B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of this state.

(c) On the commencement of an investigation by a law enforcement agency of a complaint described by Subsection (b) (3) in which there is a video or audio recording of the occurrence that is the basis for the complaint, the agency shall promptly

provide a copy of the recording to the peace officer who is the subject of the complaint on written request by the officer for a copy of the recording.

(d) A law enforcement agency shall review the data collected under Subsection (b)(6) to identify any improvements the agency could make in the agency's practices and policies regarding motor vehicle stops.

(e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a motor vehicle stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information required by a policy under Subsection (b)(6).

(f) The commission shall begin disciplinary procedures against the chief administrator of a law enforcement agency if the commission finds that the chief administrator intentionally failed to submit a report required under Subsection (b)(7).

Added by Acts 2023, 88th Leg., R.S., Ch. 765 (H.B. 4504), Sec. 1.001, eff. January 1, 2025.

Art. 2B.0054. REPORTS REQUIRED FOR MOTOR VEHICLE STOPS. (a) A peace officer who makes a motor vehicle stop shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of any individual operating the motor vehicle who is detained as a result of the stop, including:

(A) the individual's gender; and

(B) the individual's race or ethnicity, as stated by the individual or, if the individual does not state the individual's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the initial reason for the stop;

(3) whether the officer conducted a search as a result of the stop and, if so:

(A) whether the individual detained consented to the search;

(B) the reason for the search, including whether:

(i) any contraband or other evidence was in plain view;

(ii) any probable cause or reasonable suspicion

- existed to perform the search; or
- (iii) the search was performed because the motor vehicle was towed or because of the arrest of any individual in the motor vehicle; and
- (C) whether any contraband or other evidence was discovered during the search and a description of the contraband or evidence;
- (4) whether the officer made an arrest as a result of the stop or the search and, if so, a statement of:
 - (A) whether the arrest was based on:
 - (i) a violation of the Penal Code;
 - (ii) a violation of a traffic law or ordinance; or
 - (iii) an outstanding warrant; and
 - (B) the offense charged;
- (5) the street address or approximate location of the stop;
- (6) whether the officer issued a verbal or written warning or a ticket or citation as a result of the stop; and
- (7) whether the officer used physical force that resulted in bodily injury during the stop.
- (b) The chief administrator of a law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, is responsible for auditing reports under Subsection (a) to ensure that the race or ethnicity of the individual operating the motor vehicle is reported.

Added by Acts 2023, 88th Leg., R.S., Ch. 765 (H.B. 4504), Sec. 1.001, eff. January 1, 2025.

Art. 2B.0055. COMPILATION AND ANALYSIS OF INFORMATION

- COLLECTED. (a) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2B.0054.
- (b) Not later than March 1 of each year, each law enforcement agency shall submit a report containing the incident-based data compiled during the previous calendar year to:
- (1) the commission; and
 - (2) the governing body of each county or municipality served by the agency, if the law enforcement agency is a local law enforcement agency.
- (c) A report required under Subsection (b) must be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed. The report must include:
- (1) a comparative analysis of the information compiled under Article 2B.0054 to:
 - (A) evaluate and compare the number of motor vehicle

stops, within the applicable jurisdiction, of:

(i) individuals recognized as members of racial or ethnic minority groups; and

(ii) individuals not recognized as members of racial or ethnic minority groups;

(B) examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the individuals affected, as appropriate, including any searches resulting from stops within the applicable jurisdiction; and

(C) evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered during those searches; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a motor vehicle stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2B.0054(a)(1).

(e) The commission, in accordance with Section 1701.162, Occupations Code, shall develop guidelines for compiling and reporting information as required by this article.

(f) The commission shall begin disciplinary procedures against the chief administrator of a law enforcement agency if the commission finds that the chief administrator intentionally failed to submit a report required under Subsection (b).

Added by Acts 2023, 88th Leg., R.S., Ch. 765 (H.B. 4504), Sec. 1.001, eff. January 1, 2025.

Art. 2B.0056. PRIMA FACIE EVIDENCE. The data collected as a result of the reporting requirements of Articles 2B.0053 and 2B.0055 does not constitute prima facie evidence of racial profiling.

Added by Acts 2023, 88th Leg., R.S., Ch. 765 (H.B. 4504), Sec. 1.001, eff. January 1, 2025.

Art. 2B.0057. LIABILITY. A peace officer is not liable for damages arising from an act relating to the collection or reporting of information as required by Article 2B.0054 or under a policy adopted under Article 2B.0053.

Added by Acts 2023, 88th Leg., R.S., Ch. 765 (H.B. [4504](#)), Sec. 1.001, eff. January 1, 2025.

Art. 2B.0058. CIVIL PENALTY. (a) If the chief administrator of a local law enforcement agency intentionally fails to submit the incident-based data required by Article 2B.0055, the agency is liable to the state for a civil penalty in an amount not to exceed \$5,000 for each violation. The attorney general may sue to collect a civil penalty under this subsection.

(b) From money appropriated to the agency for the administration of the agency, the executive director of a state law enforcement agency that intentionally fails to submit the incident-based data required by Article 2B.0055 shall remit to the comptroller the amount of \$1,000 for each violation.

(c) Money collected under this article shall be deposited in the state treasury to the credit of the general revenue fund.

Added by Acts 2023, 88th Leg., R.S., Ch. 765 (H.B. [4504](#)), Sec. 1.001, eff. January 1, 2025.

Art. 2B.0059. RULES. The department may adopt rules to implement Articles 2B.0052, 2B.0053, 2B.0054, 2B.0055, 2B.0056, and 2B.0057.

Added by Acts 2023, 88th Leg., R.S., Ch. 765 (H.B. [4504](#)), Sec. 1.001, eff. January 1, 2025.

Appendix B
Cedar Hill Police Department
General Order 203.00



Cedar Hill Police Department
WRITTEN DIRECTIVES MANUAL



GO 203.00 RACIAL PROFILING (BIAS-BASED POLICING)

TBP: 2.01	CJIS:
Effective Date: 7-12-09	Review Date: 8-4-21
Revised Date: 9-1-17; 10-16-17; 8-4-21	
Comment(s): GO 203.01.B. – edited section to remove reference to data collection date changes. GO 203.02.B. – edited wording of section by removing "condoned" and replacing with "tolerated". GO 203.04.C. – edited wording from "disciplinary actions" to "consequences". GO 203.04.D. – removed – it was duplicate wording GO 203.06.D. – removed reference to video tape and left it as video GO 203.07.B. – removed wording related to exceptions as they are no longer part of the law GO 203.07.B.10. – updated legal section reference GO 203.08.B.1. – updated internal retention time frame GO 203.10.C,D. – edited to reflect who will receive/review and forward memo of recording reviews GO 203.10.E – former section that is removed, all subsequent sections renumbered GO 203.10.E. – new section adding information about regular audits of data collection cards.	
Related Directive(s): AO 205.00 ADMINISTRATIVE INVESTIGATIONS AO 208.00 TEXAS BEST PRACTICES RECOGNITION PROGRAM AO 433.00 DISCIPLINE	
Related Form(s):	
Issued by: E. Reyes, Police Chief	

GO 203.01 PURPOSE

- A. This directive:
1. provides guidance to officers in the area of traffic stops, detentions, and enforcement of laws;
 2. helps ensure that traffic enforcement is carried out in a proactive manner within the constraints of the United States and Texas constitutions and laws so that all citizens are treated fairly;
 3. offers protection to officers from unwarranted accusations of misconduct when they act within the law and department policies.
- B. The changes in this directive reflect the legislative amendments made by HB 3051 and SB 1849 (85th Regular Session, effective September 1, 2017) and are effective accordingly.

GO 203.02 POLICY

- A. It is the policy of the Cedar Hill Police Department to patrol in a proactive manner, to aggressively investigate suspicious persons and circumstances, and to actively enforce motor vehicle laws.
- B. Racial profiling is not an acceptable tactic and will not be **tolerated**. The department will utilize various management tools to ensure that racial profiling is not practiced. (edited 8-4-21)
- C. This policy shall not preclude an officer from stopping a person to offer assistance. In fact, to promote quality customer service, officers are encouraged to offer assistance as it is needed – without the fear of reprisal.
- D. This directive relates to bias-based and racial profiling issues and is intended to bring the department into compliance with legislative mandates related to racial profiling. Other procedures related to conduct during citizen contacts, taking enforcement action, searches and seizures of persons and



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property, methods for conducting vehicle and pedestrian stops, are governed by other written directives, and shall be consistent with this directive. Any conflicts or inconsistencies between this directive and any other directive relating to officer conduct, the stricter standard shall prevail.

- E. Nothing in this directive shall preclude the practice of criminal profiling, which relies on the analysis of multiple factors collectively to predict or to identify criminal activity.

GO 203.03 DEFINITIONS

- A. **Mobile recording device** - means a transmitter-activated device that records video and/or audio onto a medium that is capable of storing and replaying the recording and includes In-Car Mobile Video Recording devices and Body Worn Cameras. (Added 7-22-09) (Edited 9-1-17)
- B. **Motor vehicle stop** - means an occasion in which a peace officer stops a motor vehicle for an alleged violation of a law or ordinance. (Added 10-1-09)
- C. **Race or ethnicity** - is a particular descent of a person, including Alaska native or American Indian, Asian or Pacific Islander, black, white, and Hispanic or Latino. (10-1-09) (Edited 9-1-17)
- D. **Racial profiling** - means a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.
- E. **Reasonable suspicion** - also known as articulable suspicion - is a belief by a reasonable and prudent person, based on articulable facts and circumstances, that some type of criminal activity is afoot; or, a belief by a reasonable and prudent peace officer, based on articulable facts and circumstances and the inferences that can be made from those facts and circumstances because of the officer's experience and knowledge, that some type of criminal activity is afoot, and the detainee is somehow involved.

GO 203.04 BIAS-BASED CONDUCT PROHIBITED (7-22-09) (TBP 2.01)

- A. Bias-based or racial profiling occurs when the officer initiates a law enforcement action that is based solely on an individual's race, ethnicity, or national origin, sexual orientation, religion, economic status, age, cultural group, or belonging to any other identifiable group, rather than on reasonable suspicion that the person has committed, is committing, or is about to commit some violation of the law. (7-22-09)
- B. In the absence of credible information that includes a physical description, a person's gender, race, ethnicity, national origin, sexual orientation, religion, economic status, age, cultural group, or belonging to any other identifiable group, shall not by itself be a factor in determining probable cause for an arrest or reasonable suspicion for a stop. (7-22-09)
- C. Bias-based and racial profiling are unacceptable investigative tactics and are strictly prohibited. Persons engaging in bias-based or racial profiling are subject to the **consequences** enumerated in directive AO 433.00 DISCIPLINE. (edited 8-4-21)

GO 203.05 TRAINING (TBP 2.01)

- A. Officers will receive education and training on racial profiling that is consistent with Sections 1701.253 and 1701.402, Texas Occupations Code, and with Section 96.641, Texas Education Code.
- B. The department will review on a continual basis the need for further training relating to racial profiling issues.
- C. The Training Unit shall ensure that all training mandated by statute and by this directive have been completed.

GO 203.06 COMPLAINT PROCESS

- A. Information is available to the public, in accordance with directive AO 205.00 ADMINISTRATIVE INVESTIGATIONS, about how a person may file a complaint against a Police Department member for alleged misconduct and for filing a complaint about a department practice or procedure. No person will be discouraged or intimidated from filing a complaint for conduct that is prohibited by this directive.



Cedar Hill Police Department WRITTEN DIRECTIVES MANUAL



- B. Complaints of racial profiling will be received and investigated in the manner specified in directive AO 205.00 ADMINISTRATIVE INVESTIGATIONS with the following exceptions:
 - 1. Complaints will be accepted for alleged racial profiling that occurred up to 90 days prior to the date of the complaint;
 - 2. All complaints of racial profiling will be forwarded directly to the Chief of Police.
- C. An allegation of racial profiling is a serious charge, which could have a devastating impact on the accused officer, regardless of the merits of the allegation. Therefore, complaints of racial profiling will be investigated thoroughly and expeditiously.
- D. On the commencement of an investigation by the department of a complaint alleging racial profiling, the department must furnish the accused officer a copy of any existing video or other recording of the related stop, upon written request by the officer. (Art. 2.132(f), Texas Code of Criminal Procedure.)(edited 8-4-21)

GO 203.07 INCIDENT-BASED DATA COLLECTION

(TBP 2.01)

- A. **Definition.** For the purposes of this section, "data" includes written, video, or audio recordings of a motor vehicle stop. (10-1-09)
- B. **Certain Data Required.** Articles 2.131 through 2.136, Texas Code of Criminal Procedure, establish certain data collection and reporting requirements relating to motor vehicle stops. The officer will collect certain incident-based data, minimally including: (10-1-09)
 - 1. the race or ethnicity and gender of the individual detained; (Art. 2.133)(10-1-09)
 - 2. whether a search was conducted and, if so, whether the individual detained consented to the search; (Art. 2.132 and Art. 2.133) and (10-1-09)
 - 3. whether the officer knew the race or ethnicity of the individual detained before detaining that individual; (Art. 2.132) (10-1-09)
 - 4. the initial reason for the stop; (Art. 2.133) (10-1-09)
 - 5. whether contraband or other evidence was discovered in the course of the search and a description of the contraband or evidence; (Art. 2.133) (10-1-09)
 - 6. the reason for the search, including whether: (Art. 2.133) (10-1-09)
 - a. any contraband or other evidence was in plain view;
 - b. any probable cause or reasonable suspicion existed to perform the search; or
 - c. the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle.
 - 7. whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged; (Art. 2.133) (10-1-09)
 - 8. the street address or approximate location of the stop; (Art. 2.133)
 - 9. whether the officer issued a written warning or a citation as a result of the stop; (Art. 2.133) (10-1-09)
 - 10. whether the officer used physical force that resulted in bodily injury, as that term is defined in Section 1.07, Texas Penal Code. (Art. 2.132 and Art. 2.133) (Added 9-1-17; edited 8-4-21)

GO 203.08 VIDEO/AUDIO RECORDING EQUIPMENT

- A. **Required Use**
 - 1. For the purposes of this section, a "mobile recording device" shall have the meaning assigned in section GO 203.03.
 - 2. An officer operating a police vehicle that is equipped with a mobile recording device will ensure that the entire motor vehicle stop is recorded. (10-1-09)
 - 3. The mobile recording device will be operated in accordance with established procedures. (10-1-09)
- B. **Retention**
 - 1. All mobile recordings will be maintained for at least 180 days. (10-1-09; edited 8-4-21)
 - 2. If a complaint is filed with the department alleging that a Cedar Hill officer has engaged in racial profiling, any mobile recording of the related motor vehicle stop will be retained until the final disposition of the complaint. (10-1-09)



Cedar Hill Police Department WRITTEN DIRECTIVES MANUAL



GO 203.09 MOTOR VEHICLE STOP DATA

(10-1-09)

A. Required Use

1. An officer will complete an incident-based electronic form on the MCT for each motor vehicle stop the officer conducts, regardless of whether the stop is video or audio recorded. (10-1-09) (Edited 9-1-17)
2. The incident-based data required to be collected by the department shall minimally include the information required to be collected under Art. 2.321, Texas Code of Criminal Procedure. (10-1-09)

B. Data Maintenance (Edited 9-1-17)

1. The electronic data is maintained in the Records Management System.
2. The data may be purged upon expiration of the retention period.

GO 203.10 REVIEWING OR OVERSIGHT OF INCIDENT-BASED DATA COLLECTION

(10-1-09) (TBP 2.01)

- A. For the purposes of this section, "data" has the meaning assigned under section GO 203.07.
- B. First-line supervisors will at least biannually randomly review mobile video/audio recordings of each subordinate and will determine whether the subordinate is complying with the provisions of this and other applicable directives. The review must minimally include three recordings each six months per officer. (Edited 9-1-17, 10-16-17)
- C. Biannually, the supervisor will submit to the **Texas Law Enforcement Agency Best Practices Program Coordinator (aka Program Manager)** a memo outlining the recording reviews. The memo should minimally indicate which officer, date and time of event, any compliance issues and recommendations for training, policy revisions, and modifying procedures, as needed. (10-1-09) (Edited 9-1-17, 10-16-17; 8-4-21)
- D. The **Texas Law Enforcement Agency Best Practices Program Coordinator** will review the memos and recommendations submitted by the supervisor and will forward them to the Office of the Chief of Police **if any compliance issues, training recommendations, or policy and procedure revisions are noted**. (Edited 9-1-17; 8-4-21)
- E. **The Texas Law Enforcement Agency Best Practices Program Coordinator will audit the incident based data collection to ensure proper completion on at least a monthly basis. The results of the audits will be reported in the quarterly compliance memo submitted to police chief as directed in AO 208.00 TEXAS BEST PRACTICES RECOGNITION PROGRAM.** (added 8-4-21)

GO 203.11 REPORTS REQUIRED

(TBP 2.01)

- A. The department will submit to the governing body and to TCOLE not later than March 1 of each year an annual report of the incident-based data collected under section GO 203.07, in accordance with Art. 2.134, Texas Code of Criminal Procedure. (10-1-09)
- B. The purpose and content of the report shall be in accordance with Art. 2.134, Texas Code of Criminal Procedure. The report will minimally:
 1. evaluate and compare the number of motor vehicle stops, within the city's jurisdiction, of persons who are recognized as racial or ethnic minorities; and (added 10-1-09)
 2. examine the disposition of motor vehicle stops made by officers employed by the department, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the city's jurisdiction; (10-1-09)
 3. evaluate and compare the number of searches resulting from motor vehicle stops within the city's jurisdiction and whether contraband or other evidence was discovered; (Added 9-1-17)
 4. include information relating to each complaint filed with the department alleging racial profiling.



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Appendix C
Racial Profiling Laws and Corresponding Regulations and Procedures

Texas CCP Article	CEDAR HILL POLICE DEPARTMENT Racial Profiling Policy
2B.0053(b)1	G.O. 203.03 and 203.04
2B.0053(b)2	G.O. 203.02 B and 203.04 C
2B.0053(b)3	G.O. 203.06
2B.0053(b)4	G.O. 203.06 and Complaint Brochure and Website
2B.0053(b)5	G.O. 203.04 C and 203.06
2B.0053(b)6	G.O. 203.07
2B.0053(b)7	G.O. 203.11

CITY OF CEDAR HILL
CITY COUNCIL AGENDA ITEM

Agenda Date: 04/14/2026

Agenda Wording:

Case No. SP-754-2025 – Consider approving, in accordance with the Planning & Zoning Commission's recommendation, an application for a site plan on property zoned Industrial (I) District, located on the west side of American Way, immediately to the west of the intersection of American Way and Freedom Way, with the address being 1535 American Way.
Applicant: Andrea Petty with Franz Architects
Property Owners: Sisi Zhang with Lifeyard LLC

Summary:

The 1.163-acre subject site is currently vacant. The applicant is proposing to construct a warehouse with office space for the storage of non-upholstered outdoor patio metal and plastic products; neither manufacturing nor outdoor storage is being proposed. The building would be approximately 11,900 square feet. The proposed use of the building is classified as Warehouse, which is permitted in the Industrial (I) District.

On March 17, 2026, the Planning and Zoning Commission recommended approval by a vote of 7-0-0 subject to the conditions listed in the staff report.

Recommended Action:

Concur with the Planning and Zoning Commission's recommendation.

Attachments

PZ Draft Minutes
Staff Report
Aerial Map
Site Plan
Landscape Plan & Tree Survey
Elevations

Department: Planning
Contact Name: Angela Self, FAICP

Phone Number: (972) 291-5100 Ext 1082

Attachments: Yes

If yes, how many pages: 13

**MINUTES
PLANNING AND ZONING COMMISSION
MEETING OF MARCH 17, 2026**

The Planning and Zoning Commission of the City of Cedar Hill, Texas met on Tuesday, March 17, 2026, at 6:00 p.m. in the T. W. "Turk" Cannady/Cedar Hill Room, 285 Uptown Blvd, Bldg. 100, Cedar Hill, TX.

Planning & Zoning Commissioners Present: Chairperson Lisa Thierry, Vice-Chairperson Jay Patton, and Commissioners Jerry White, Steven Hendon, Allena Anderson, Jami McCain, and Lew Blackburn

Absent: None

City Staff Members Present: Angela Self, Planning Director; Stacey Graves, Development Services Director; Henry Florsheim, Economic Development Director; Maria Peña, Assistant Planning Director; Robert Woodbury, City Engineer; Josue De La Vega, Senior Planner; and Debra Kalsnes, Planning Executive Assistant

1. Call the Meeting to Order.

Chairperson Thierry called the meeting to order at 6:00 p.m. declaring it an open meeting in which a quorum was present, and the meeting notice was duly posted.

2. Approve the minutes of the March 3, 2026, regular meeting.

A motion was made by Commissioner White and seconded by Commissioner Anderson to approve the minutes of the March 3, 2026, regular meeting. The vote was as follows:

Ayes: 5 – Chairperson Thierry, Vice-Chairperson Patton and Commissioners White, Anderson, and Blackburn

Nays: None

Abstain: 1 – Commissioner McCain due to absence

The motion carried.

3. Citizens Forum/Public Comments.

There were none.

At 6:02, Commissioner Hendon entered the meeting.

4. Regular Items

- a. Case No. SP-754-2025** – Consider an application for a site plan on property zoned Industrial (I) District, located on the west side of American Way, immediately to the west of the intersection of American Way and Freedom Way, with the address being 1535 American Way.

Applicant: Andrea Petty with Franz Architects

Property Owners: Sisi Zhang with Lifeyard LLC

Senior Planner De La Vega briefed the Commission on the request. He indicated that staff recommended approval subject to the conditions listed in the staff report.

Chairperson Thierry asked if there were any questions for staff from the Commissioners. There were none. Commissioner McCain thanked staff for continuing to develop the business park.

Chairperson Thierry asked the applicant to come forward and address the Commission. Aileen Sun at 900 Autumn Court, McKinney, TX, came forward, made a brief statement, and stated she was available to answer any questions.

Chairperson Thierry asked if there were any questions for the applicant. There were none.

Commissioner Patton made a motion to approve subject to staff's conditions.

The motion was seconded by Commissioner White.

Ayes: 7 – Chairperson Thierry, Vice-Chairperson Patton and Commissioners White, Hendon, Anderson, McCain, and Blackburn

Nays: None

Abstain: None

Chairperson Thierry declared the motion carried and stated that this case would be considered by City Council on April 14, 2026.

5. Public Hearing Item

- a. Case No. CUP-767-2026** – Conduct a public hearing and consider an application for a Conditional Use Permit (CUP) for the sale of alcoholic beverages for on-premise consumption in conjunction with a restaurant, on property zoned Local Retail (LR) District, generally located on the northwest side of Highway 67, east of FM 1382, with the address being 241 E. FM 1382, Suite 317 [Sunny Thai].

Applicant: Vatsana Soulaphy, TR LAO-MEX INC.

Property Owner: Kay Mead, RPI Cedar Hill Ltd.

Senior Planner De La Vega briefed the Commission on the request. He indicated that staff recommended approval subject to the following conditions:

1. The operation of the use is subject to the site plan and floor plan with attachments and the requirements in Section 4.1.4 of the Zoning Ordinance.
2. This Conditional Use Permit is only valid for the operator "**TR LAO-MEX INC.**". A new CUP shall be required if the operator on the TABC license changes.
3. There shall be no outdoor amplified sound/music.
4. This Conditional Use Permit excludes the use of games of chance; gambling-like device versions of bingo, keno, blackjack, lottery, roulette, video poker, eight-liners or similar electronic, electromechanical, or mechanical games, or facsimiles thereof.
5. Any commercial amusement uses/activities including, but not limited to, dancing, karaoke and live music shall require an amendment to the Conditional Use Permit.

Chairperson Thierry asked if there were any questions for staff from the Commissioners. There were none.

Chairperson Thierry asked the applicant to come forward and address the Commission. The applicant was not present.

Chairperson Thierry opened the public hearing. She asked if there was anyone wishing to speak in support or opposition of the request. No one came forward.

Chairperson Thierry asked the Commission if there were additional questions of staff or the applicant. There were none.

Commissioner Anderson made a motion to approve subject to staff's conditions.

The motion was seconded by Commissioner Hendon.

Ayes: 7 – Chairperson Thierry, Vice-Chairperson Patton and Commissioners White, Hendon, Anderson, McCain and Blackburn

Nays: None

Abstain: None

Chairperson Thierry declared the motion carried and stated that this case would be considered by City Council on April 14, 2026.

- b. Case No. PD-708-2025** – An application for a change in zoning from Planned Development (PD) No. 85-807 District to a Planned Development (PD) District to allow Mini-Warehouse/Self Storage on a property generally located on the southern corner of the intersection of New Clark Road and East Wintergreen Road with the address being 1300 New Clark Road.
-

Applicant: Oziel Vigil, Reliable Commercial Construction
Representative: Charles Anglin, Kudu CMA, LLC
Property Owner: Mark Hajdu, Southdal, LLP

At 6:23 p.m., Commissioner McCain abstained due to Conflict of Interest and left the meeting.

Senior Planner De La Vega briefed the Commission on the request.

Chairperson Thierry asked if there were any questions for staff from the Commissioners.

Staff responded to a question posed by the Commission and stated that since the request does not align with the 2022 Comprehensive Plan and staff does not support this request.

Chairperson Thierry asked the applicant to come forward and address the Commission. Charles Anglin at 12050 Bella Vino Dr, Fort Worth, TX, came forward, made a statement, and stated he was available to answer questions.

Chairperson Thierry asked the Commission if there were any questions of the applicant.

The applicant responded to the Commission's question and stated that they did not search for different properties for their product, that it was intentional to be in a residential area as tenants tend to be from within a 3-mile radius, there would be some signage and directional signage, there would be six full-time employees, they would service the neighborhood for homeowners to reclaim space in their home, and that it would be open during business hours.

Chairperson Thierry opened the public hearing. She asked if there was anyone wishing to speak in support of the request. No one came forward.

Chairperson Thierry asked if there was anyone wishing to speak in opposition of the request. The following came forward and made a statement:

1. Edward Wilks at 1603 Tulley St, Cedar Hill, TX
 2. Chris Wilks at 119 Hunter Dr, Cedar Hill, TX
 3. Patricia Bushart at 107 Rocky Creek Dr, Cedar Hill, TX
 4. Carlos Gonzales at 117 Hunter Dr, Cedar Hill, TX
 5. Delores Shaw at 1509 Chapman St, Cedar Hill, TX
 6. David Burkel at 1416 Hamilton Dr, Cedar Hill, TX
 7. Laina Heathman at 415 L Thompson St, Cedar Hill, TX
 8. Princess Banks at 200 High Pointe Ln, Cedar Hill, TX
 9. Christine Snyder at 321 Chapman St, Cedar Hill, TX
 10. Anna Green at 1524 Summers Dr, Cedar Hill, TX
 11. Bertha Middleton at 1221 Nutting St, Cedar Hill, TX
 12. Valerie Holston at 105 Rocky Creek, Cedar Hill, TX
 13. Howard Starling at 1401 Hamilton Dr, Cedar Hill, TX
 14. Floyd Harrison at 109 Hunter Dr, Cedar Hill, TX
 15. Michael Johnson at 1402 Horton Dr, Cedar Hill, TX
-

16. Fabian Solorio at 1257 Longleaf Dr, Cedar Hill, TX
17. Samantha Ulibarri at 130 Couch Ln, Cedar Hill, TX
18. Billy Poole at 155 Biscayne Dr, Cedar Hill, TX
19. Harry Joslin at 200 E Wintergreen Rd, Cedar Hill, TX
20. Mark Stodola at 400 James St, Cedar Hill, TX
21. Erin McClendon at 603 Stonefield Ln, Cedar Hill, TX
22. Nicola Myers at 101 Dennis Dr, Cedar Hill, TX
23. Elissa Gonzales at 423 L Thompson St, Cedar Hill, TX
24. Darrin Dawn at 1310 Falcon Tr, Cedar Hill, TX

Chairperson Thierry closed the public hearing.

Chairperson Thierry asked the Commission if there were additional questions of staff or the applicant.

The Commission thanked the citizens for voicing their opinion regarding this application.

The Commission deliberated.

Commissioner White made a motion to deny.

The motion was seconded by Commissioner Blackburn.

Ayes: 6 – Chairperson Thierry, Vice-Chairperson Patton and Commissioners White, Hendon, Anderson and Blackburn

Nays: None

Abstain: 1- Commissioner McCain

Chairperson Thierry declared the motion carried.

At 8:18 p.m., Commissioner McCain re-entered the meeting.

6. Staff Reports.

Planning Director Self that there would not be a meeting on April 7th.

7. Adjourn.

Commissioner Anderson made a motion to adjourn and it was seconded by Commissioner Blackburn.

The meeting adjourned at 8:19 p.m.

Lisa Thierry
Chairperson

Debra Kalsnes
Planning Executive Assistant

DRAFT



PLANNING DEPARTMENT

285 Uptown Blvd.,
Cedar Hill, TX 75104
O. 972-291-5100 X1080
F. 972.291.7250

TO: Planning and Zoning Commission

FROM: Josue De La Vega, Senior Planner

P&Z DATE: March 17, 2026

REQUEST: Case No. SP-754-2025

REQUEST:

Case No. SP-754-2025 – Consider an application for a site plan on property zoned Industrial (I) District, located on the west side of American Way, immediately to the west of the intersection of American Way and Freedom Way, with the address being 1535 American Way.

Applicant: Andrea Petty with Franz Architects
Property Owners: Sisi Zhang with Lifeyard LLC

SUMMARY:

The 1.163-acre subject site is currently vacant. The applicant is proposing to construct a warehouse with office space for the storage of non-upholstered outdoor patio metal and plastic products; neither manufacturing nor outdoor storage is being proposed. The building would be approximately 11,900 square feet. The proposed use of the building is classified as Warehouse, which is permitted in the Industrial (I) District.

ACTION REQUIRED:

A minimum of four Planning and Zoning Commission members is required to recommend approval to the City Council. The Commission shall approve, approve with conditions or disapprove a site plan application based upon conformance with city ordinances.

STAFF RECOMMENDATION:

Staff recommends approval.

STANDARDS FOR REVIEW:

The code requirements for new construction on the site are reviewed for compliance with the Industrial (I) District regulations contained in Section 3.18 of the Zoning Ordinance. An assessment of the regulation standards is listed below.

"I" District Requirements	Staff's Findings
Platting	Subject property is currently platted.
Lot dimension requirements: none	None for this district.
Yard Requirements: • Minimum Front Yard: 25 feet • Minimum Side Yard (interior): None • Minimum Side Yard (corner): 25 feet • Minimum Rear Yard: None	The site layout complies with the setback requirements.
Building Design standards: • Max. Lot Coverage: None • Max. Height: None	The proposed building elevations indicate the proposed building is one-story with the approximately building height of 22-ft. measured from floor level to top of tallest roof element.
Off-street parking for Warehouse: 0.2 per 1,000 sq. ft. of floor area + 1 per 300 sq. ft. of floor area utilized as office space	The proposed warehouse would require 7 parking spaces. The proposed site layout provides 7 parking spaces.
Landscaping of street yards and parking areas: • A minimum of twenty (20) percent of the street yard shall have non-impervious coverage • Street yards with an area of ten thousand (10,000) square feet or less – Plant one (1) shade tree per one thousand (1,000) square feet of street yard or fraction thereof within the street yard. • 1 tree within 50-ft from all parking spaces.	The proposed landscape plan complies with the applicable landscaping requirements.

• <i>Parking spaces facing a street must be screened.</i>	
<i>Screening Requirements:</i> • <i>Dumpster screening</i> • <i>Roof top equipment screening</i> • <i>Ground and wall-mounted equipment</i>	• The applicant is providing a dumpster enclosure with gate for the refuse storage. • At the time of building permit, roof top equipment screening and ground and wall-mounted equipment screening will be verified.
<i>Tree Mitigation</i>	No mitigation is required.
<i>Vehicular and pedestrian circulation</i>	<u>Vehicular</u> – the subject property has direct access to American Way. <u>Pedestrians</u> – Currently there are no sidewalks along American Way.

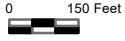
ATTACHMENTS:

1. Staff Report
2. Aerial Map
3. Site Plan
4. Landscape Plan & Tree Survey-Mitigation Plan
5. Elevations

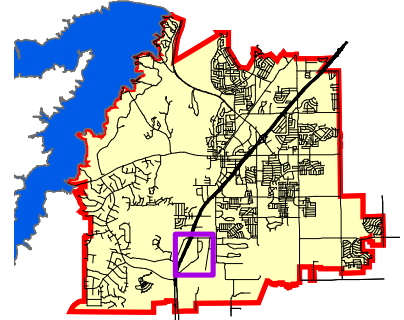
City of Cedar Hill



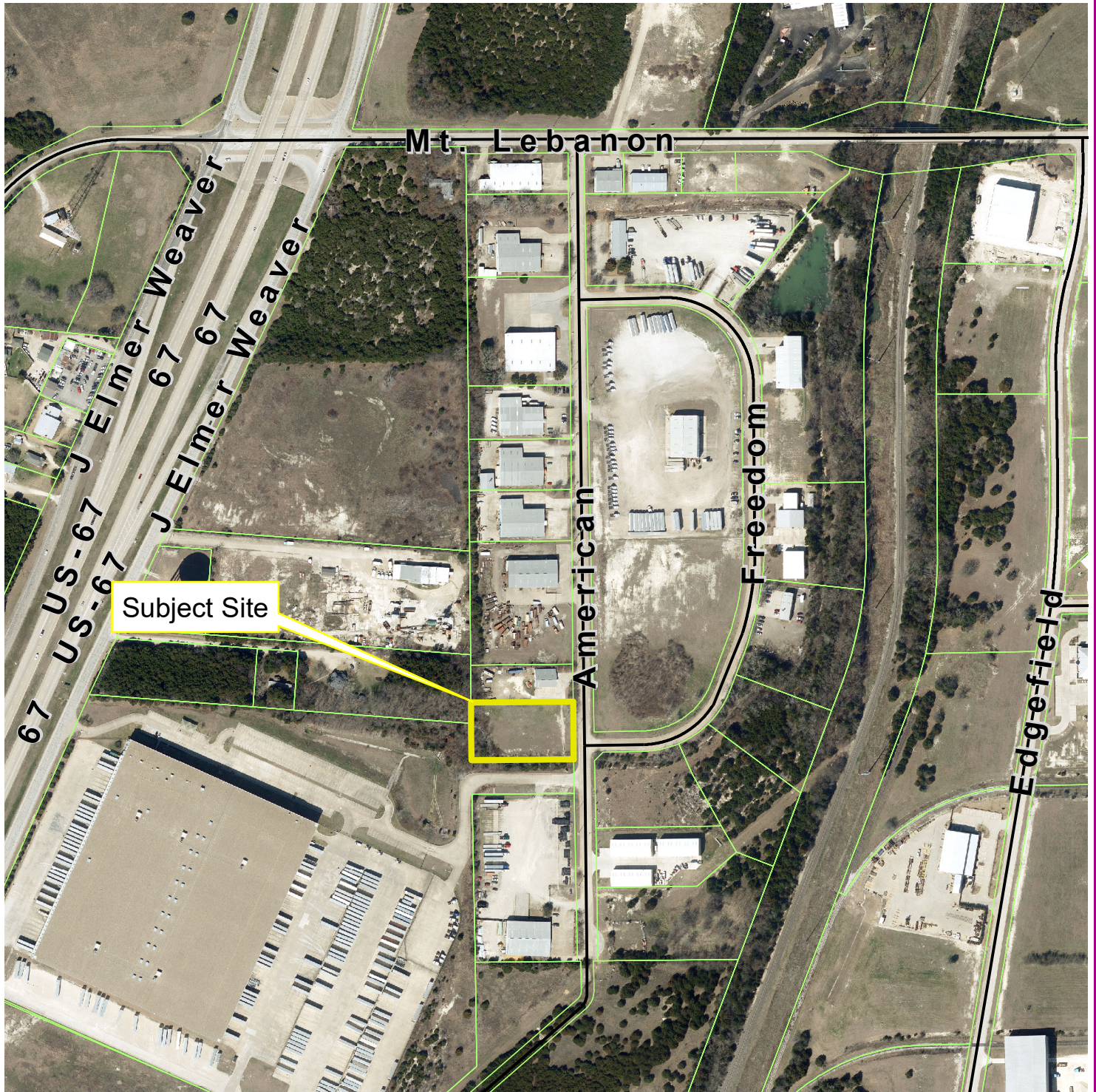
1 inch = 417 feet

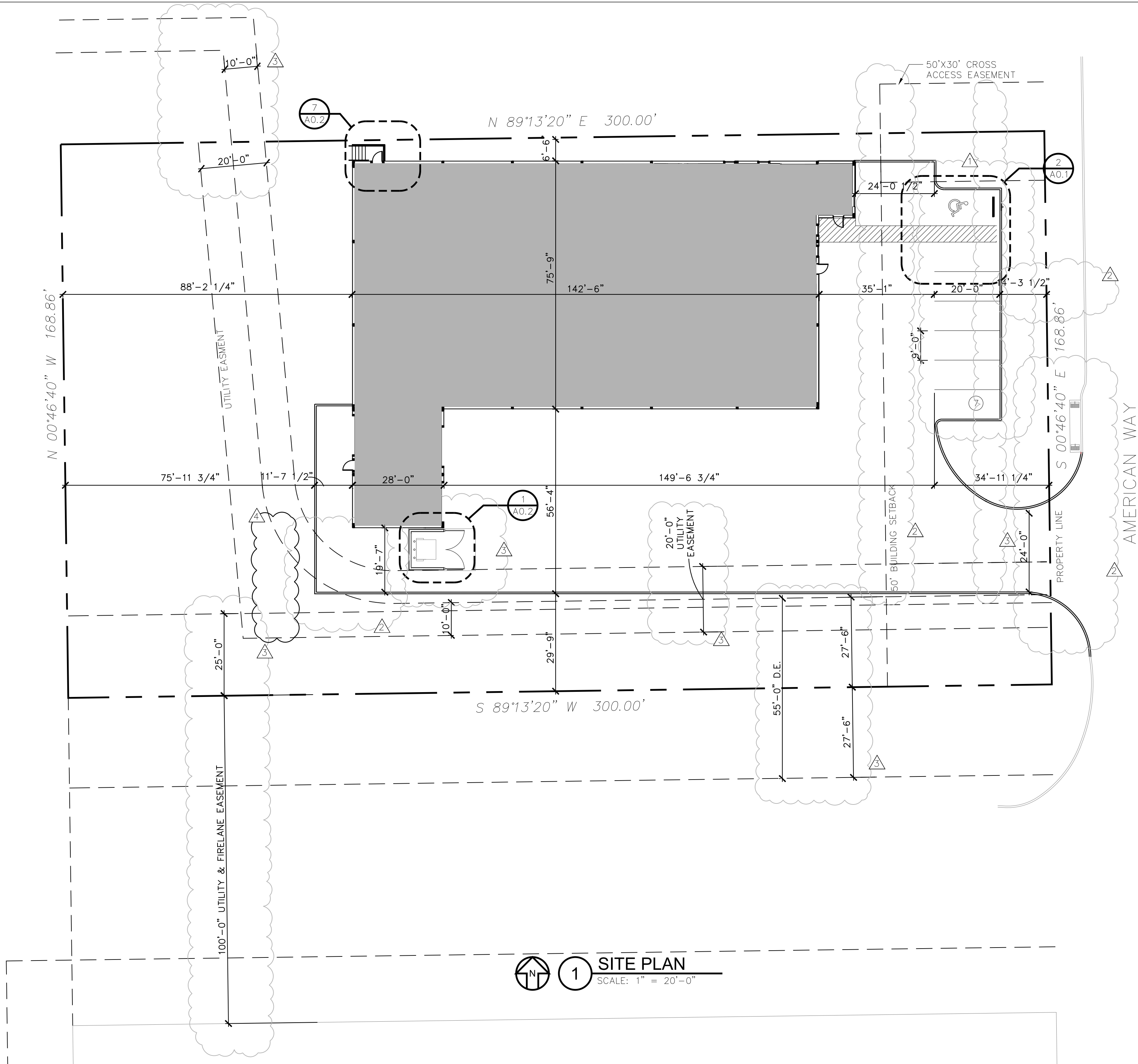


Case No. SP-754-2025

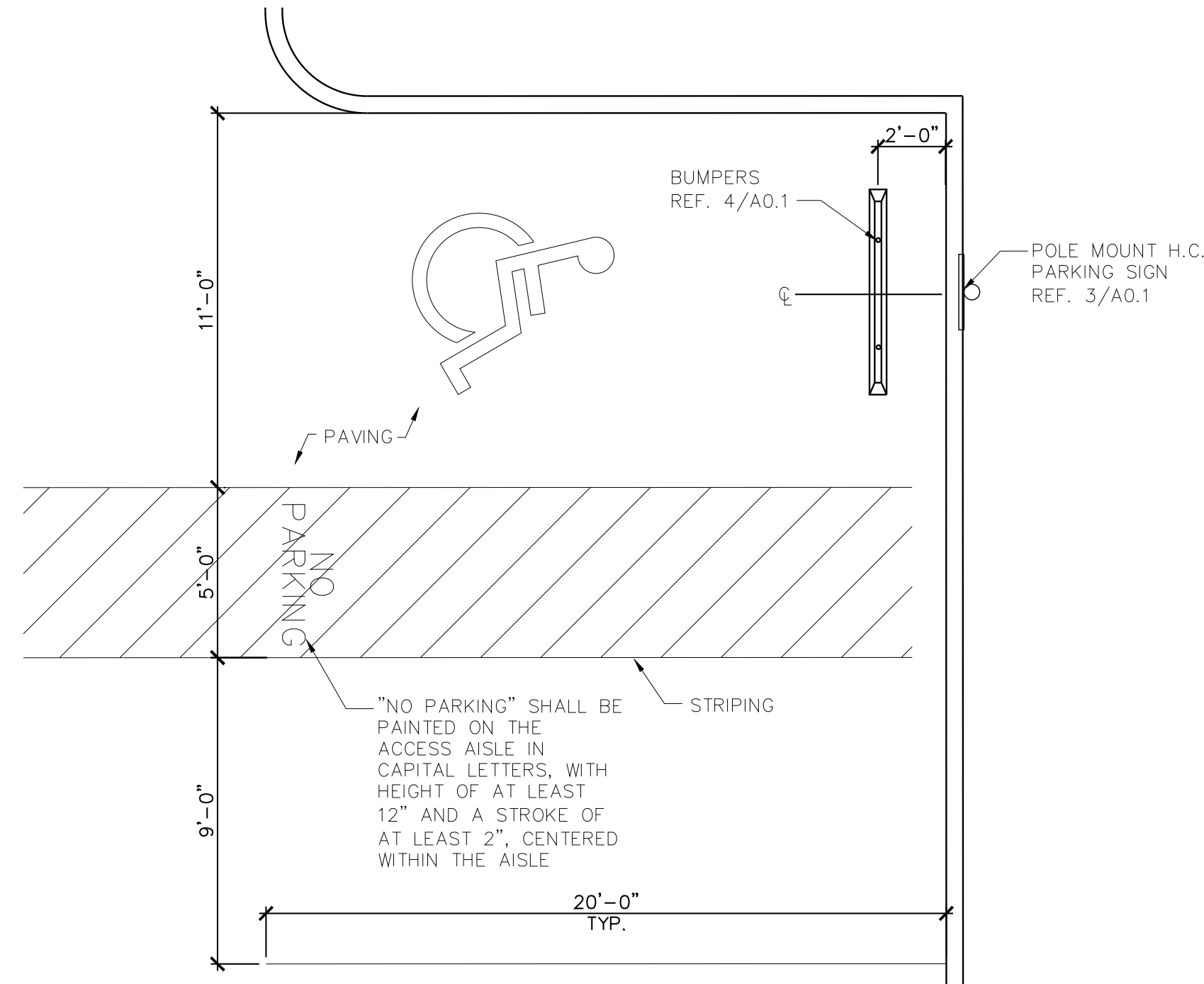


*Map Printed - March 2026
Cedar Hill Planning Department*

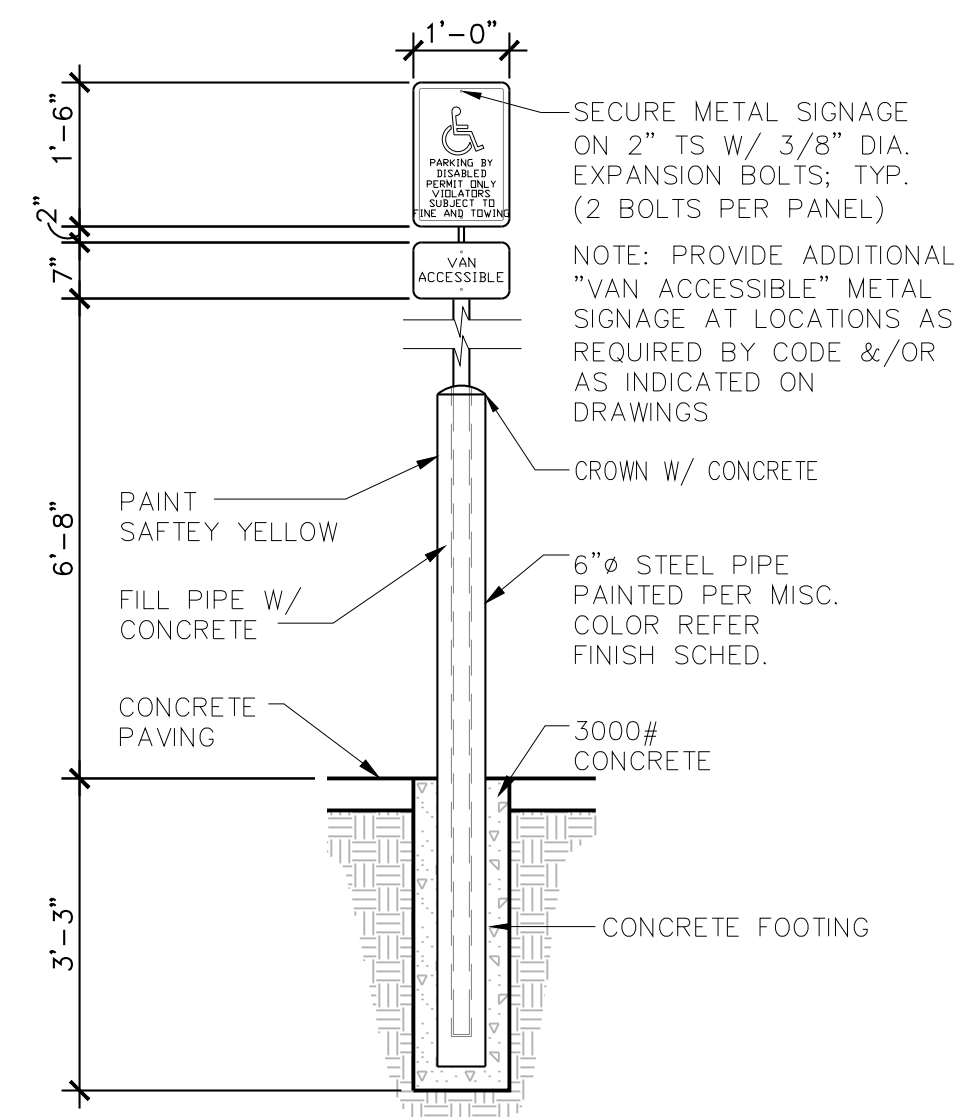




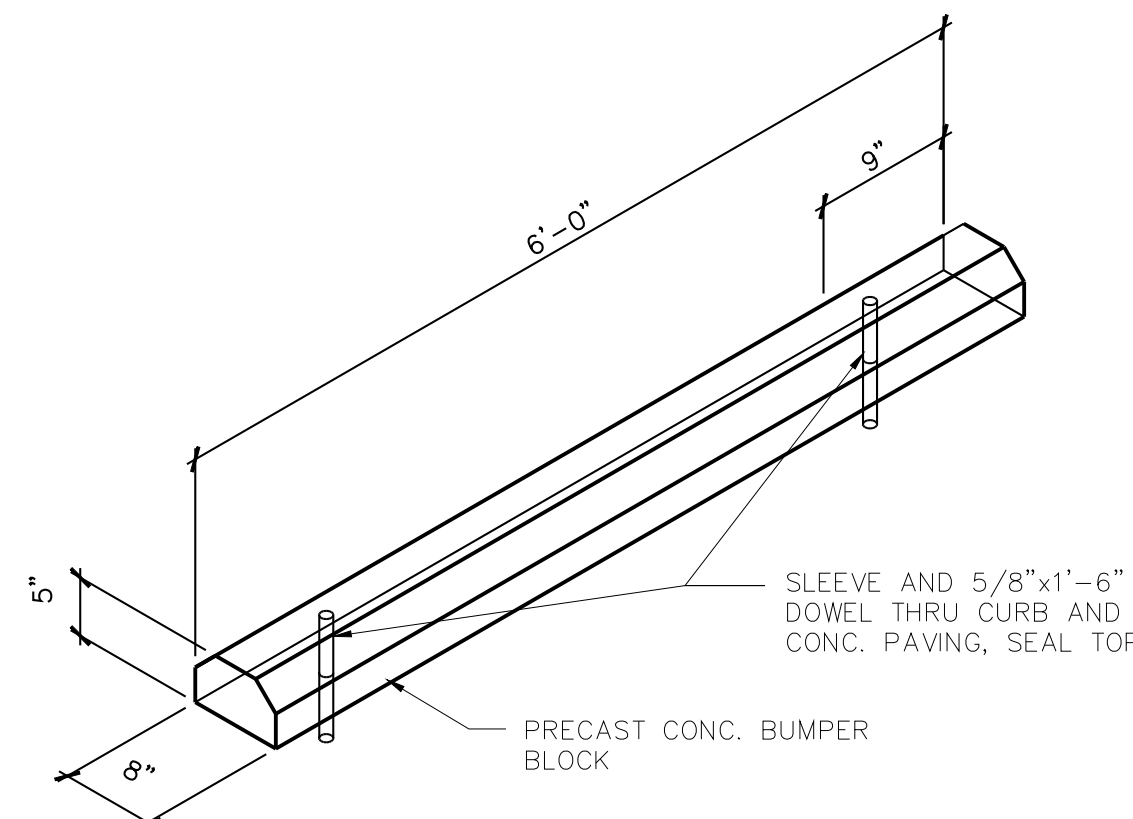
1 SITE PLAN
SCALE: 1" = 20'-0"



2 ACCESSIBLE PARKING DETAIL
SCALE: 1/4" = 1'-0"



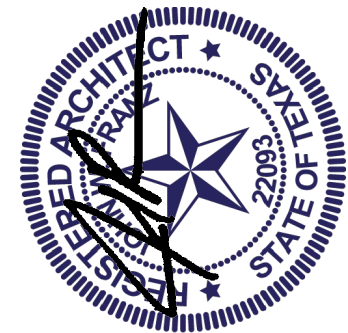
3 H.C. SIGN DETAIL
SCALE: 1/2" = 1'-0"



4 PRECAST PARKING BUMPER
SCALE: 3/4" = 1'-0"

- GENERAL NOTES
1. ALL LIGHTING IS TO COMPLY WITH THE CITY OF CEDAR HILL LIGHTING AND GLARE STANDARDS PER SECTION 5.6 OF THE ZONING ORDINANCE
 2. ALL ROOFTOP MOUNTED MECHANICAL EQUIPMENT SHALL SCREENED PER SECTION 5.7.9 OF THE ZONING ORDINANCE
 3. ALL GROUND AND WALL-MOUNTED MECHANICAL EQUIPMENT SHALL BE SCREENED PER SECTION 5.3.7 OF THE ZONING ORDINANCE

PARKING TABULATION	
WAREHOUSE REQUIRED PARKING = (1 PER 1000 SF) X 0.2	
WAREHOUSE: (10,161 / 1000) X 0.2 =	2
OFFICE REQUIRED PARKING = 1 PER 300 SF	
OFFICE: 1495 / 300 =	5
ACCESSORY: 342 / 0 =	7
TOTAL REQUIRED PARKING	7
TOTAL PROVIDED PARKING	7
H/C ACCESSIBLE REQUIRED	1
H/C ACCESSIBLE PROVIDED	1



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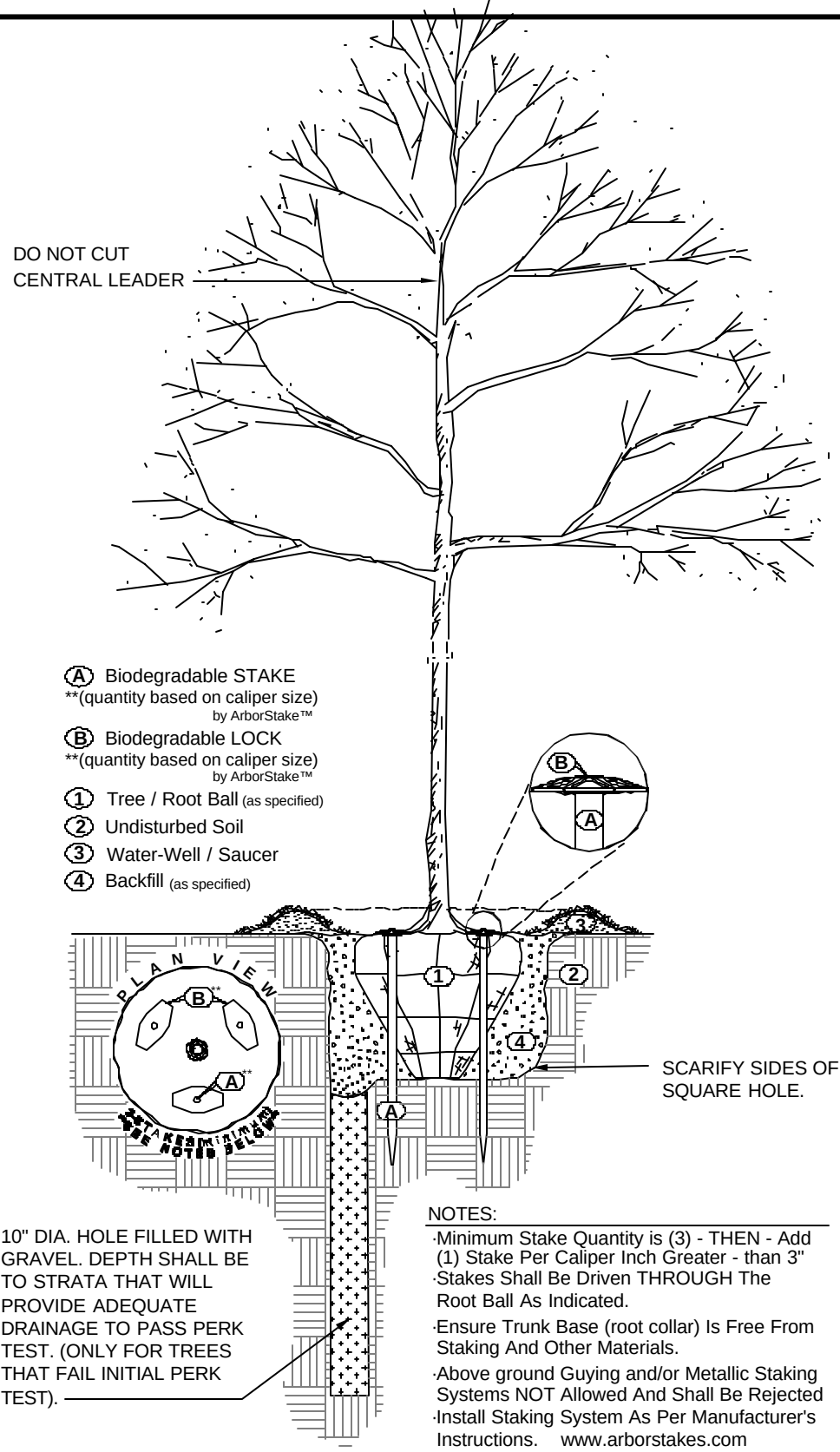
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INDUSTRIAL BUILDING
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CEDAR HILL, TEXAS 75104

Revisions:
REVISION 1/11/14/2025 / BY KC/
COORDINATION CHANGES / BY KC/
REVISION 2/12/15/2025 / BY KC/
CITY COMMENTS / BY KC/
REVISION 3/01/12/2026 / BY KC/
REVISION 4/02/05/2026 / BY KC/
CITY COMMENTS

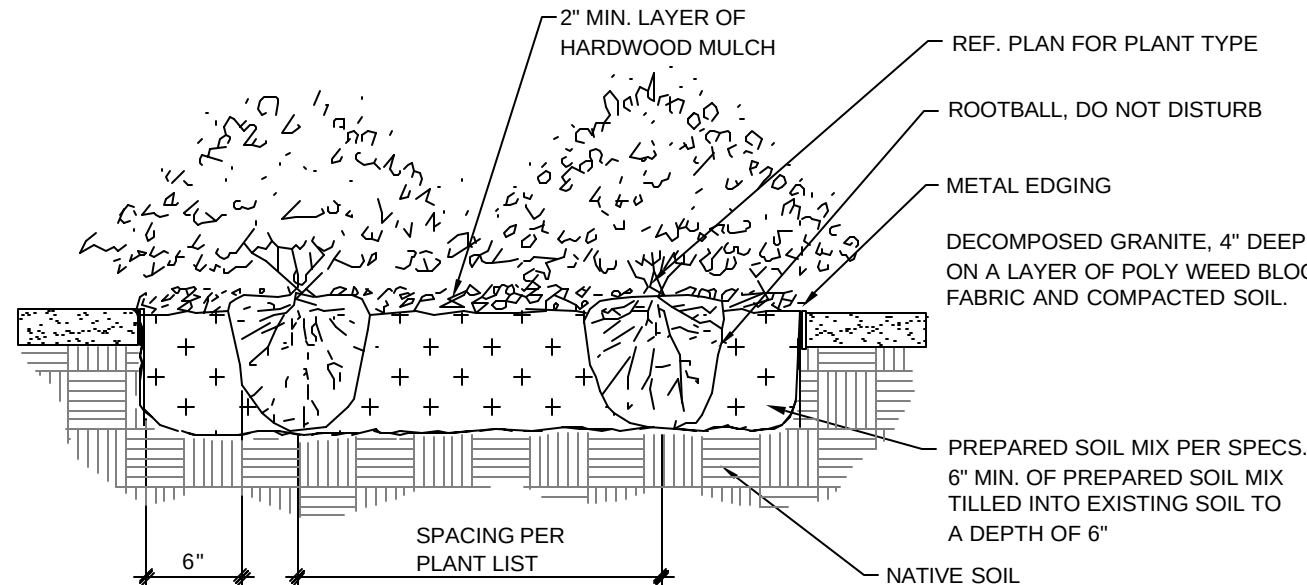
File Name: 25033 AD.1-
Project No: 25033
Date: 03/05/25
Drawn By: DMT
Checked By: TI

SHEET
A0.1
SITE PLAN



4 WASHED RIVER ROCK (WRR)

NOT TO SCALE



3 PLANTING DETAIL W/ MULCH & DG

NOT TO SCALE

EXISTING TREE LEGEND

SYMBOL	ID #	CALIPER	COMMON NAME
	5002	60"	COTTONWOOD
	5271	12"	HACKBERRY
	5272	12"	HACKBERRY
	5273	4"	HACKBERRY
	5275	4"	CHINABERRY
	5276	6"	CHINABERRY
	5277	5\"+4"	HACKBERRY

ALL EXISTING TREES INDICATED ARE UNPROTECTED.
EXISTING TREE SURVEY BY OTHERS.

MISC. VEGETATION TO REMAIN
DENSE MIXTURE OF VARIOUS SIZE
PLANT MATERIALS
ACCURATE SURVEY WOULD REQUIRE
REMOVING PLANT DENSITY.

PLANTING SPECIFICATIONS:

PLANTING BEDS:
PLANTING BED BACKFILL SHALL BE "SCREENED BEDDING SOIL" FROM CLEAR FORK MATERIALS. 800 OLD ANNETTA RD., ALEDO, TX 76008. 817-441-7777.
COMMERCIAL FERTILIZER SHALL BE 5-10-5 WITH IRON AND SULFUR.
MULCH SHALL BE SHREDED CEDAR BARK MULCH.
THE LANDSCAPE CONTRACTOR SHALL REMOVE ANY SOIL IN PROPOSED PLANTING BEDS TO A SUBGRADE OF FOUR INCHES BELOW PROPOSED FINAL GRADES (SHOWN ON THE ENGINEER'S GRADING PLAN). ROTO TILL AND LOOSEN THE SUBGRADE. REMOVE ALL GRASS TOPS, DEBRIS AND ROCKS OVER ONE INCH IN DIAMETER. THE LANDSCAPE CONTRACTOR SHALL APPLY AND COVER ALL AREAS TO BE PLANTED WITH PLANTING BED BACKFILL TO A BED LEVEL AS DESCRIBED BELOW. BEFORE BEGINNING ANY PLANTING OPERATIONS, THE SOIL MUST BE LOOSE. LOOSEN COMPACTED TOPSOIL BY ROTOTILLING. DO NOT PLANT ON COMPACTED TOPSOIL. HAND RAKE PROPOSED PLANTING BED SURFACES CLEAN OF WEEDS, DEBRIS AND ROCK ONE INCH OR LARGER. FINAL GRADES SHALL HAVE A SMOOTH AND CONTINUOUS GRADE BETWEEN EXISTING FIXED CONTROLS SUCH AS WALKS, TOP OF CURB, CATCH BASINS, ETC.
PLANTING BEDS TO BE MOIST BEFORE PLANTING.
AFTER PLANTING, BROADCAST FERTILIZER OVER PLANTING BEDS AT THE RATE OF 4 LBS. PER 100 SQ. FT.
FINAL PLANTING BED LEVEL SHALL BE TWO INCHES HIGHER THAN ADJACENT CONSTRUCTION FEATURES, IE. SIDEWALKS, ETC. OR ADJACENT GRASS.
COVER ENTIRE PLANTING BED WITH A TWO INCH BLANKET OF MULCH.

TREES:
EXCAVATE TREE PITS TWICE AS WIDE AS THE TREE BALL AND SAME DEPTH AS TREE BALL. BACKFILL WITH PLANTING BED SOIL. "ROOT FLARE" SHALL BE EXPOSED AND LEVEL WITH TOP OF FINISHED GRADE.
WATER EACH PLANT TO ELIMINATE AIR POCKETS.
COVER TOP OF TREE PLANTING AREA WITH A TWO INCH BLANKET OF MULCH.

SHRUBS:
EXCAVATE SHRUB PITS TWICE AS WIDE AS THE SHRUB BALL AND SAME DEPTH AS SHRUB BALL. BACKFILL WITH PLANTING BED SOIL. "ROOT FLARE" SHALL BE EXPOSED AND LEVEL WITH TOP OF FINISHED GRADE.
WATER EACH PLANT TO ELIMINATE AIR POCKETS.
COVER ENTIRE SHRUB BED WITH A TWO INCH BLANKET OF MULCH.

GRASS AREAS:
TOPSOIL FOR LANDSCAPE LAWN AREAS SHALL BE ORGANICALLY ENRICHED TOPSOIL FROM CLEAR FORK MATERIALS.
*OPTION-USE SCREENED TOPSOIL FROM CLEAR FORK MATERIALS.
FERTILIZER SHALL BE 12-12-12 WITH IRON AND SULFUR.

THE TOP ONE INCH OF ALL PROPOSED LAWN AREAS SHALL HAVE A ONE INCH BLANKET OF TOPSOIL. BEFORE APPLYING TOPSOIL, ROTOTILL OR DISC SUBGRADE. REPEAT AS NEEDED TO THOROUGHLY LOOSEN SUBGRADE. REMOVE ALL CLODS AND ROCK. RAKE SMOOTH. APPLY TOPSOIL. RAKE SMOOTH. APPLY SOD. ROLL ALL LAWN AREAS TO REMOVE UNDULATIONS AND PROVIDE COMPLETE SOIL CONTACT. ALL LAWN AREAS TO BE SOLID SODDED. APPLY TOPSOIL TO FILL GAPS. APPLY FERTILIZER WATER THOROUGHLY.
FINAL GRASS GRADE SHALL BE LEVEL WITH ADJACENT CONSTRUCTION FEATURES, IE. SIDEWALKS, ETC.

MAINTENANCE:
THE LANDSCAPE CONTRACTOR SHALL MAINTAIN THE LANDSCAPE INCLUDING: WATERING, MOWING, ETC. UNTIL FINAL ACCEPTANCE BY THE OWNER REPRESENTATIVE.

GUARANTY:
ALL PLANTS INCLUDING TREES SHALL BE GUARANTEED FOR ONE YEAR AFTER FINAL ACCEPTANCE BY THE PROJECT OWNER.
REPLACE ALL DEAD PLANTS WITH THE SAME PLANT VARIETY AND SIZE AS SPECIFIED ON THE PLANT LIST.
ALL GRASS SOD SHALL BE HEALTHY AND GROWING AT THE END OF SIX WEEKS AFTER SODDING OPERATIONS ARE COMPLETE AND ACCEPTED BY THE PROJECT OWNER. REPLACE ANY AND ALL DEAD OR DAMAGED SOD.

MAINTENANCE NOTE:

THE OWNER, TENANT AND THEIR AGENT, IF ANY, SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE MAINTENANCE OR ALL LANDSCAPING. ALL REQUIRED LANDSCAPING SHALL BE MAINTAINED IN A NEAT AND ORDERLY MANNER AT ALL TIMES. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO: MOWING (OF TURF GRASS SIX (6") INCHES OR HIGHER), EDGING, PRUNING, FERTILIZING, WATERING, WEEDING, AND OTHER SUCH ACTIVITIES COMMON TO THE MAINTENANCE OF LANDSCAPING. LANDSCAPED AREAS SHALL BE KEPT FREE OF ALL TRASH, LITTER, WEEDS, AND OTHER SUCH MATERIALS OR PLANTS THAT ARE NOT A PART OF THE LANDSCAPING. ALL PLANT MATERIALS SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AS IS APPROPRIATE FOR THE SEASON OF THE YEAR. PLANT MATERIALS WHICH DIE SHALL BE REPLACED WITH PLANT MATERIAL OF SIMILAR SIZE, WITHIN NINETY (90) DAYS. TREES WITH A TRUNK DIAMETER IN EXCESS OF SIX (6") INCHES MEASURED TWENTY-FOUR (24") INCHES ABOVE THE GROUND MAY BE REPLACED WITH ONES (THAT HAVE BEEN PRE-APPROVED) OF SIMILAR VARIETY, HAVING A TRUNK DIAMETER OF NO LESS THAN THREE (3") INCHES MEASURED TWENTY-FOUR (24") INCHES ABOVE THE GROUND. A TIME EXTENSION MAY BE GRANTED BY CITY STAFF IF SUBSTANTIAL EVIDENCE IS PRESENTED TO INDICATE ABNORMAL CIRCUMSTANCES BEYOND THE CONTROL OF THE OWNER OR HIS AGENT.

PLANT SCHEDULE

- CANOPY TREES**
- (1) LIVE OAK - 'LO' (*Quercus virginiana*)
3" caliper, 8'-10' tall, 4" wide, single trunk
90' on center.
 - (3) LACEBARK ELM - 'LE' (*Ulmus parvifolia*)
3" caliper, 8'-10' tall, 4" wide, single trunk
90' on center.
 - (3) CEDAR ELM - 'CE' (*Ulmus crassifolia*)
3" caliper, 8'-10' tall, 4" wide, single trunk
90' on center.
- ORNAMENTAL TREE**
- (8) MEXICAN REDBUD - 'MRB' (*Cercis mexicana*)
4'-6' tall, 3" wide, full to base, container.
Space as indicated
- SHRUBS**
- (28) TEXAS SAGE - 'TS' (*Leucophyllum spp.*)
7 gallon, 3' tall, Space 3' on center.
 - (3) RED YUCCA - 'RY' (*Hesperaloe parvifolia*)
3 gallon, full, 24" spread, 48" o.c.
 - (5) LINDHEIMER'S MUHLER GRASS - 'LMG' (*Muhlenbergia lindheimeri*)
3 gallon, 36" on center.
 - (15) HAMELN DWARF FOUNTAIN GRASS - 'HDFG' (*Fernisetum alopecuroides*)
1 gallon, 24" on center.
 - (1) TURK'S CAP - 'TC' (*Malvastrum drummondii*)
3 gallon, full, 42" o.c.
 - (17) GIANT LIRIOPE - 'LGL' (*Liriope gigantea*)
1 gallon, 18" on center.
- TURF GRASS**
- TIFF TURF BERMUDA - Cynodon spp. "Tiff Turf"
Solid Sod

ADDITIONAL MATERIALS:

- WASHED RIVER ROCK - 'WRR' - 1"-11/2" dia
4" thick over weed barrier fabric.

GENERAL LANDSCAPE NOTES:

- ALL LANDSCAPE REQUIREMENTS AND UNDERGROUND IRRIGATION SYSTEM WILL CONFORM TO THE LOCAL CITY ORDINANCE AND DESIGN STANDARDS AND ANY REQUIREMENTS OF THE STATE, IF APPLICABLE.
- NO PLANT MATERIAL SHALL BE PLANTED UNTIL THE LANDSCAPE IRRIGATION SYSTEM HAS BEEN INSTALLED AND IS OPERATING WITH 100% COVERAGE OF PROPOSED LANDSCAPE AREAS.
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING HIMSELF FAMILIAR WITH ALL UNDERGROUND UTILITIES, PIPES, CABLES, STRUCTURES AND LINE RUNS.
- THE CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF ALL QUANTITIES BASED ON THE DRAWING(S) AND ACTUAL FIELD DIMENSIONS. PLANT QUANTITIES HAVE BEEN PROVIDED AS A CONVENIENCE ONLY TO THE OWNER(S) AND SHALL NOT BE CONSIDERED ABSOLUTE. CONTRACTOR SHALL FOLLOW DESIGN INTENT.
- NOTIFY THE OWNER OF ANY DISCREPANCIES THAT ARISE DURING THE CONSTRUCTION PERIOD. FAILURE TO MAKE SUCH DISCREPANCIES KNOWN TO OWNER WILL RESULT IN THE CONTRACTOR'S LIABILITY TO REDD WORK AS NECESSARY TO ACHIEVE THE DESIGN INTENT.
- PROTECT EXISTING VEGETATION, EQUIPMENT, STRUCTURES, UTILITIES, AND OTHER IMPROVEMENTS AT THE PROJECT SITE AND ON ADJACENT PROPERTIES, EXCEPT THOSE INDICATED TO BE REMOVED OR ALTERED. ALL AREAS DISTURBED BY DEMOLITION AND CONSTRUCTION ACTIVITIES SHALL BE REPAIRED AND RESTORED TO THEIR PRE-CONSTRUCTION CONDITION INCLUDING: PAVEMENTS, LANDSCAPE AREAS, IRRIGATION AND LIGHTING.
- PROVIDE MEASURES AS REQUIRED TO PREVENT EROSION AND DISCHARGE OF SOIL-BEARING RUNOFF AND AIRBORNE DUST TO UNDISTURBED AREAS AND ADJACENT PROPERTIES, SIDEWALKS, STREETS, AND OTHER PAVED SURFACES.
- ALL PROPOSED SUBSTITUTIONS MUST BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR INSTALLATION.
- NOTIFY THE LANDSCAPE ARCHITECT IF LAYOUT OF TREES, BEDS AND/OR PLANTS REQUIRE ALTERATION FROM THE LANDSCAPE PLAN. NOTIFICATION WILL BE REQUIRED PRIOR TO ALTERING THE LAYOUT.
- TREES SHALL BE HANDLED BY ROOT BALLS ONLY. DO NOT DAMAGE BALL, TRUNK, OR LOOSEN TRUNK FROM BALL. TREE TRUNKS ARE TO BE PLANTED STRAIGHT AND MAY BE REQUIRED BY THE OWNER AND/OR THE LANDSCAPE ARCHITECT TO BE STAKED.
- WHERE NEWLY PLANTED TREES ARE NOT ABLE TO STAND ON THEIR OWN, TREES SHALL BE STAKED WITH AN AT-GRADE ROOT BALL SECURING SYSTEM. THE SYSTEM SHALL SECURELY ANCHOR THE ROOT BALL, WHILE ALLOWING THE TRUNK AND CROWN TO MOVE NATURALLY. THE SYSTEM SHALL NOT USE MATERIALS AND METHODS THAT PENETRATE OR DAMAGE THE ROOT BALL. ABOVE GRADE STAKING SYSTEMS SUCH AS "T" POSTS WITH WIRES, HOSES, STRAPS, OR GUY WIRES WRAPPED AROUND THE TREE TRUNK SHALL NOT BE ALLOWED UNLESS AUTHORIZED BY THE LANDSCAPE ARCHITECT.
- ALL TREES TO BE UNIFORM BY SPECIES WITH STRAIGHT TRUNKS AND MATCHING CHARACTER AND BRANCHING STRUCTURE.
- ALL TREE LOCATIONS SHALL BE APPROVED BY THE OWNER OR OWNER'S REPRESENTATIVE PRIOR TO PLANTING.
- FINAL LOCATIONS OF PLANT MATERIAL IS SUBJECT FOR REVIEW AND APPROVAL BY OWNER PRIOR TO PLANTING.
- PROVIDE POSITIVE DRAINAGE THROUGHOUT THE PROJECT AREA. NO PONDING OR STANDING WATER IS ACCEPTABLE.
- CONTRACTOR SHALL PROVIDE A MINIMUM 2% SLOPE AWAY FROM ALL BUILDINGS.
- AT NO TIME WILL ANY PLANT MATERIAL BE ALLOWED TO SETTLE BEYOND THE TOP OF THE ROOT FLARE OR POTTED SOIL LINE. SHOULD PLANT MATERIAL SETTLE, THE PLANT(S) WILL BE REPLANTED AT THE PROPER HEIGHT AND/OR REPLACED IF NECESSARY AT THE CONTRACTOR'S COST.
- ALL PROPOSED BED AREAS SHALL BE TILLED TO A DEPTH OF SIX INCHES (6"), ADDING A THREE INCH (3") MINIMUM LAYER OF ORGANIC COMPOST DURING THE PROCESS. THE LEVEL OF THE BED AREAS SHOULD BE LEFT THREE INCHES (3") ABOVE THE PROPOSED FINISHED GRADE TO ALLOW FOR COMPACTION AND SETTLEMENT.
- ALL BED AREAS SHALL BE SEPARATED FROM TURF AREAS USING 1/8" X 4" STEEL EDGING, PAINTED GREEN. ALL ENDS OF STEEL EDGE RUNS SHALL HAVE A RADIUS OR 45 DEGREE ANGLE TO ELIMINATE SHARP EDGES. HAND FILING MAY BE REQUIRED TO ACHIEVE A SMOOTH EDGE.
- TRIM STEEL EDGING AT A 45 DEGREE ANGLE WHEN EDGING INTERSECTS WITH A WALK OR CURB. DO NOT INSTALL EDGING ALONG CURBS OR WALKS.
- ALL LANDSCAPE BEDS, NOT COVERED WITH AGGREGATE, SHALL RECEIVE A FOUR INCH (4") TOP DRESS LAYER OF SHREDDED HARDWOOD MULCH. ALL TREE WELLS, NOT COVERED WITH AGGREGATE, SHALL RECEIVE A THREE INCH (3") TOP DRESS LAYER OF SHREDDED HARDWOOD MULCH. DO NOT COVER ROOT COLLAR...
- TOP OF MULCH SHALL BE 1/2" MINIMUM BELOW THE TOP OF WALKS AND CURBS.
- TURF AREAS SHALL BE CLEAN OF DEBRIS AND RAKED (GRADED) SMOOTH PRIOR TO HYDROMULCH OR SOD INSTALLATION. LANDSCAPE CONTRACTOR TO RECEIVE GRADE WITHIN APPROX. 1/10th OF FINAL GRADE.
- OWNER RESPONSIBLE TO PROVIDE ELECTRICAL SERVICE FOR THE IRRIGATION SYSTEM, WHICH INCLUDES A HARDWIRE OF 110 VOLTS AT MINIMUM FOR THE CONTROLLER.
- ALL LANDSCAPING LOCATED WITHIN THE VISIBILITY TRIANGLES SHALL COMPLY WITH THE VISIBILITY TRIANGLE REQUIREMENTS AS PER THE CITY STANDARDS.
- ALL LIGHT POLES MAY NOT BE SHOWN ON THE PROJECT SITE OR ADJACENT PROPERTIES. IF A PROPOSED TREE IS IN CONFLICT WITH ANY LIGHT OR UTILITY POLE, THE CONTRACTOR SHALL CONTACT THE LANDSCAPE ARCHITECT, TO DETERMINE OPTIONS, PRIOR TO PLANTING.
- ALL PLANTS AND TREES ARE TO CONFORM TO AMERICAN ASSOCIATION OF NURSERYMEN AND TEXAS ASSOCIATION OF NURSERYMEN STANDARDS.
- THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REFUSE ANY LANDSCAPE MATERIAL ON SITE.
- IRRIGATION PLAN TO BE PROVIDED BY AT THE TIME OF BUILDING PERMIT
- UNDERGROUND IRRIGATION PLANS WILL CONFORM TO THE CITY OF CEDAR HILL STANDARDS.

LANDSCAPE CALCULATIONS

1.163 ACRE = 90,658 SQ. FT.

STREET YARD = 9,756 SQ. FT. 20% = MINIMUM LANDSCAPE AREA.

20% OF 9,756 SQ. FT. = 1,952 SQ. FT. = REQUIRED MINIMUM
48% = 4,746 SQ. FT. = PROVIDED LANDSCAPE AREA.

BASIS FOR CALCULATING STREET YARD TREES:

- IF LANDSCAPE AREA IS LESS THAN 10,000 SF. (1) TREE PER 1,000 SQ. FT. OR FRACTION THEREOF OF AREA.
- 9,756 SQ. FT. = (10) TREES REQD.
- (15) NEW SHADE AND ORNAMENTAL TREES PROVIDED.

MEXICAN REDBUD - STREET TREES: (1) GROUP OF (3) PER 30'
(8) TREES PROVIDED

PARKING LOT SCREENING SHRUBS: (26) TEXAS SAGE AT 3' on center.

PROXIMITY TO BUILDINGS: SHRUBS & ORNAMENTAL GRASSES
PLANTED NEAR BUILDING ENTRANCE

ALL PARKING SPACES WITHIN 50' OF A TREE.

Don C. Wheeler
Landscape Architect
Landscape Architecture - Planning - Irrigation Design

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INDUSTRIAL BUILDING

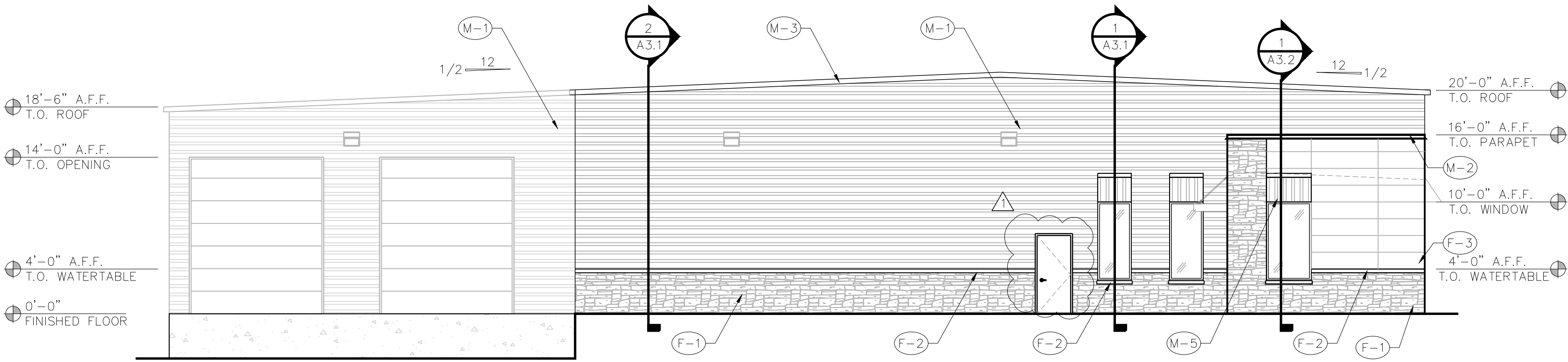
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Revisions:

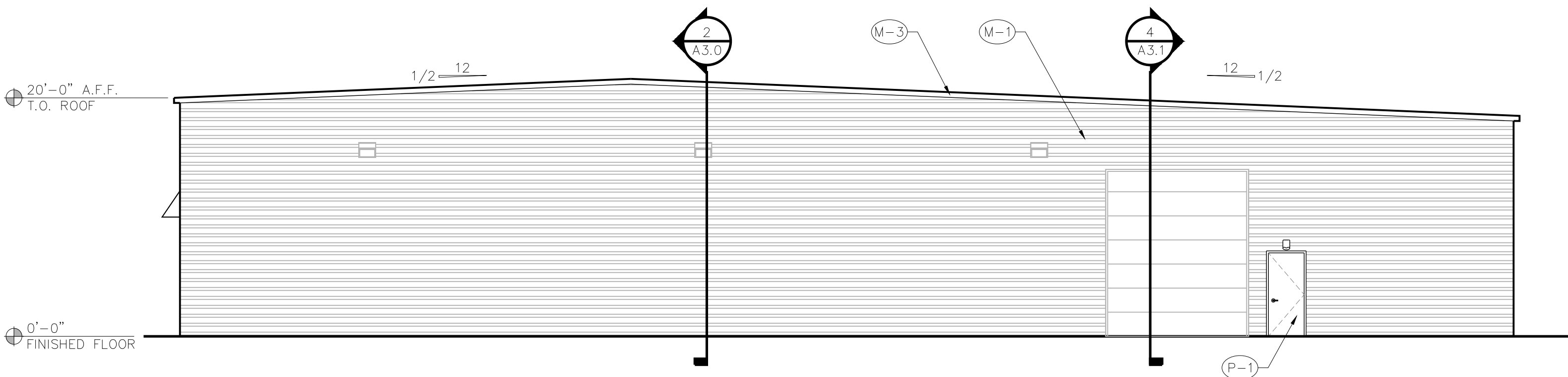
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SHEET

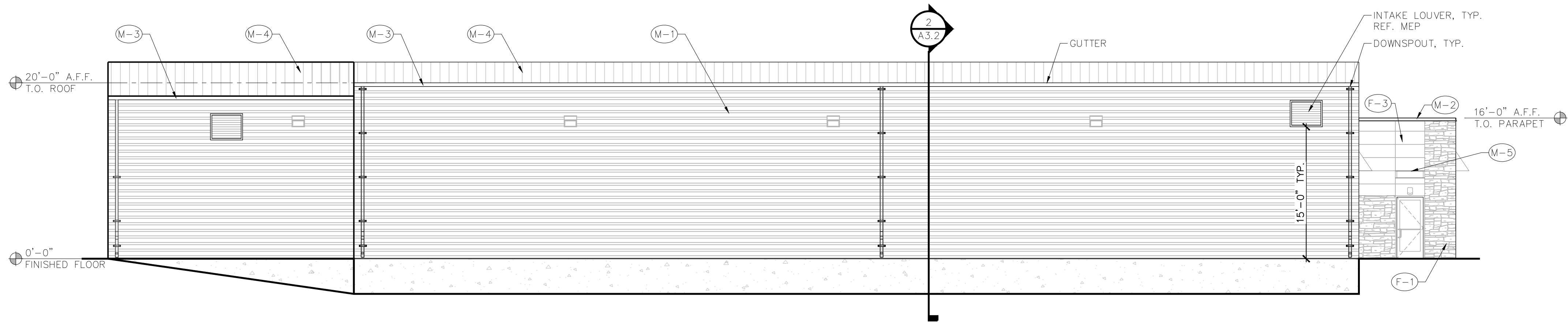
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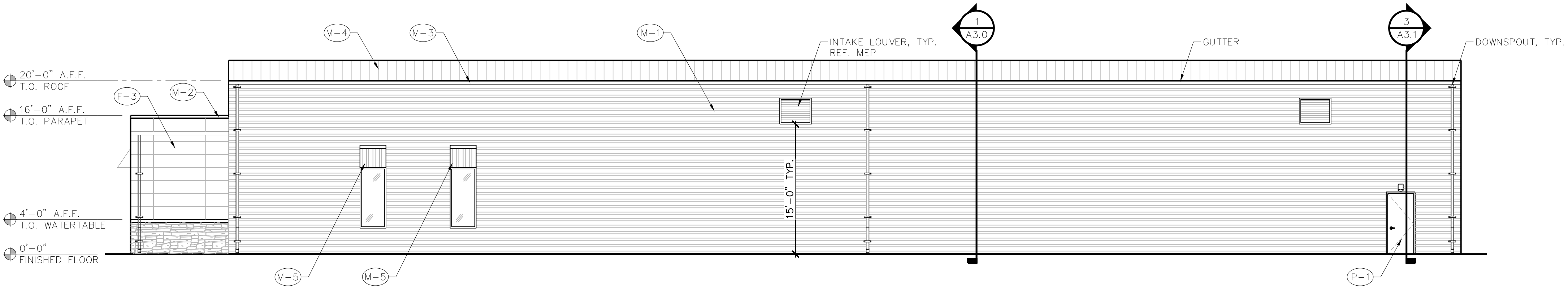
1 EAST ELEVATION
SCALE: 1/8" = 1'-0"



2 WEST ELEVATION
SCALE: 1/8" = 1'-0"



3 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



4 NORTH ELEVATION
SCALE: 1/8" = 1'-0"

EXTERIOR FINISH SCHEDULE			
ITEM	COLOR	MANUFACTURER	REMARKS
F-1 THIN STONE VENEER	VINEYARD TRAIL	ELDORADO STONE	STYLE: ROUGH CUT GROUT COLOR: HILL COUNTRY BUFF BY AHI OR SIMILAR
F-2 4" CAST STONE WATER TABLE	MATCH STONE	ELDORADO STONE	-
F-3 FIBER CEMENT SIDING	STEEL	NICHIHA	TUFFBLOCK WALL PANEL
M-1 HORIZONTAL METAL PANEL	ASH GRAY	MBCI	PANEL PROFILE: 7.2 PANEL (HORIZONTAL)
M-2 PRE-FINISHED METAL COPING	TO MATCH M-4	BEST SOURCE	-
M-3 METAL TRIM	CHARCOAL GRAY	MBCI	-
M-4 STANDING SEAM METAL ROOF	CHARCOAL GRAY	MBCI	-
M-5 PRE-FINISHED METAL AWNING	PATINA GREEN	ARCH FAB	-
P-1 PAINT FINISH	DORIAN GRAY (SW 7017)	SHERWIN WILLIAMS	-
STOREFRONT FRAMES	BLACK ANODIZED FRAME AND DOORS	KAWNEER	REFER TO WINDOW AND DOOR SCHEDULE
DOWN SPOUTS	TO MATCH GAUNTLET GRAY	AEP SPAN	FACTORY APPLIED DURATECH FINISH
** COLORS AND MANUFACTURERS INDICATED ARE PREFERRED. G.C. SHALL SUBMIT SAMPLES OF PROPOSED ALTERNATES FOR ARCHITECT'S APPROVAL IN ACCORDANCE WITH DIRECTIONS IN SPECIFICATIONS			

NOTE:
INSTALLATION OF ANY SHEET METAL PRODUCT SHOULD BE DONE IN ACCORDANCE WITH CURRENT SMACNA STANDARDS, INCLUDING, BUT NOT LIMITED TO, BUILDING CAPS, DOWNSPOUTS & GUTTERS, METAL FLASHING, METAL SIDING, ECT.

FINISH LEGEND

STONE

STANDING SEAM METAL ROOF

HORIZONTAL METAL PANEL

NICHIHA SIDING

SEAL OF THE STATE OF TEXAS
JANUARY 18 1846
FEBRUARY 12 2009

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INDUSTRIAL BUILDING
TBD AMERICAN WAY
CEDAR HILL, TEXAS 75104

Revisions:
REVISION 1/11/14 2025 / BY K/C /
COORDINATION CHANGES

File Name: 25033 - A2.0
Project No: 25033
Date: 03/05/25
Drawn By: DMT
Checked By: TT

SHEET
A2.0
EXTERIOR ELEVATIONS

**CITY OF CEDAR HILL
CITY COUNCIL AGENDA ITEM**

Agenda Date: 04/14/2026

Agenda Wording:

Consider authorizing the Mayor to execute an Interlocal Participation Agreement with TASB Energy Cooperative.

Summary:

The Texas Government Code, Section 791.011 allows local governments to contract with one another to perform governmental functions and services. The attached agreement allows the city to "piggyback" on the purchase of goods and services through contracts that have been awarded by the TASB Energy Cooperative.

This interlocal agreement will allow the City to have more vendors to choose from that have already been through the RFP (Request For Proposal) process and will allow the city to move quicker when purchasing goods or services over \$50,000.

The attached agreement has been reviewed and approved as to form by legal counsel.

Recommended Action:

Authorize the Mayor to execute the Interlocal Agreement with the TASB Energy Cooperative, as presented.

Attachments

Tasb Energy

Department: Finance

Contact Name: Christi Courson

Attachments: Yes

Phone Number: (972) 291-5100

If yes, how many pages: 8

TASB ENERGY COOPERATIVE INTERLOCAL PARTICIPATION AGREEMENT

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between TASB Energy Cooperative ("Energy Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Energy Cooperative Member" or "Member").

I. RECITALS

WHEREAS, a local government entity is authorized by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, to agree with other local government entities to form a cooperative; and

WHEREAS, the Energy Cooperative is further authorized as a local purchasing cooperative organization as set forth in Section 271.101, *et seq.*, of the Texas Local Government Code; and

WHEREAS, the purpose of this Agreement is to facilitate compliance with state procurement requirements, to identify qualified vendors of electricity, transportation fuel and other types of energy products, commodities, and services (collectively "energy services"), to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Energy Cooperative Members; and

WHEREAS, the Energy Cooperative has contracted with the Texas Association of School Boards, Inc. ("TASB"), a Texas nonprofit corporation, to administer energy services-related programs for Energy Cooperative Members;

NOW THEREFORE, in consideration of the mutual covenants, promises and obligations contained herein, the undersigned Energy Cooperative Member and the Energy Cooperative agree as follows.

II. TERMS AND CONDITIONS

1. **Definitions.** As used throughout this Agreement, the following terms shall have the meanings set forth below unless otherwise indicated in this Agreement, regardless of whether initial capitalization or italics are used consistently. Further, the below terms may be described differently in other documents, but substance shall prevail over form in such instances.

"Aggregation Pool" means an aggregation in which the requirements of a member of the Energy Cooperative for certain energy services are joined with the requirements of other members of the Energy Cooperative to create a purchasing unit for the purchase of those energy services.

"Energy Services Agreement" means a form purchase, sales, supply or other agreement between an energy services vendor and the Energy Cooperative Member to sell and purchase energy services, the terms of which may have been negotiated between TASB, as administrator of the Energy Cooperative, and the vendor.

“Energy Services Vendor” means a vendor authorized by the Energy Cooperative to sell energy services to an Energy Cooperative Member. Without limiting the generality of this definition, the term includes a retail electric provider (“REP”), an entity certified by the Texas Public Utility Commission to sell electricity to retail customers in Texas.

“Letter of Commitment” means an agreement executed by the Energy Cooperative Member committing the Member to join a specific Aggregation Pool and/or purchase energy services from the Energy Services Vendor awarded by the Energy Cooperative and establishing the terms applicable to such purchase.

2. Adopt Charter Interlocal Cooperation Agreement. The Energy Cooperative Member, by the execution or acceptance of this Agreement, hereby adopts and approves the Charter Interlocal Agreement effective as of January 16, 2008, which agreement is incorporated herein by reference (and is available from the Energy Cooperative upon request). The Charter Interlocal Agreement established the Energy Cooperative as an administrative agency of its collective participants, and the Energy Cooperative Member agrees to become a participant or additional party to that Charter Interlocal Agreement.

3. Term.

- (a) The initial term of this Agreement shall commence on the date it is executed by both parties and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement.
- (b) If the Energy Cooperative Member is an existing Member that joined the Energy Cooperative by executing a participation agreement which authorized amendment upon the Energy Cooperative providing 60 days prior notice, then this Agreement will be deemed an **Amendment by Notice**, which will be effective on the 65th day after the date the Energy Cooperative Member is sent notice of this document. In addition, this Agreement will continue to automatically renew for successive one-year terms on the anniversary date of the Energy Cooperative Member’s initial term (not the effective date of the Amendment by Notice), unless the Agreement is sooner terminated in accordance with the provisions herein.

4. Services. The Energy Cooperative, through its administrator, TASB, shall provide the Energy Cooperative Member with opportunities to procure energy services through programs established by the Energy Cooperative, including the electricity aggregation and the fixed-rate transportation fuel programs, pursuant to the terms and conditions that the Energy Cooperative establishes for the Member’s participation in such programs. As a general matter, with respect to the establishment and administration of such programs:

- (a) The Energy Cooperative shall require that TASB, from time to time, (i) conduct a competitive procurement process, using any means permitted by Texas law, to recommend to the Energy Cooperative the selection of one or more Energy Services Vendors to serve members of the Energy Cooperative; and (ii) negotiate with such Vendor(s) the terms of an Energy Services Agreement for the purchase of energy services by members of the Energy Cooperative. The Energy Cooperative, through TASB, may offer the Energy Cooperative Member the opportunity to participate in an Aggregation Pool with other members of the Energy Cooperative to purchase energy services, or it

may arrange for the purchase of energy services by the Energy Cooperative Member individually and not as part of an Aggregation Pool.

- (b) Neither the Energy Cooperative nor TASB shall be responsible for addressing customer service issues relating to the Energy Cooperative Member's energy services that occur under any Energy Services Agreement. The Energy Cooperative Member shall resolve such issues directly with the Energy Services Vendor or, in the case of electricity, its local utility or the REP.

5. Obligations of Energy Cooperative Member. The Energy Cooperative Member agrees to perform the following obligations:

- (a) When requested by the Energy Cooperative or TASB from time to time, the Energy Cooperative Member shall execute a Letter of Commitment and such other documentation as the Energy Cooperative may require for the Member to participate in an Aggregation Pool. If the Energy Cooperative Member fails to execute such Letter of Commitment or other documentation as required, the Energy Cooperative Member will not be allowed to participate in the Aggregation Pool.
- (b) If the Energy Cooperative Member is not participating in an Aggregation Pool and if executable energy services pricing provided by the Energy Cooperative or its administrator, TASB, is acceptable to the Energy Cooperative Member, then the Energy Cooperative Member will execute the Energy Services Agreement to purchase such energy services.

6. Termination.

- (a) **By the Energy Cooperative Member.** This Agreement may be terminated by the Energy Cooperative Member at any time by giving 30 days prior written notice to the Energy Cooperative, provided any amounts owed to the Energy Cooperative and any Energy Services Vendor have been fully paid. Notwithstanding the foregoing, this Agreement shall continue in effect during the term specified in any Letter of Commitment, Energy Services Agreement, or other contractual obligation which the Energy Cooperative Member has with the Energy Services Vendor, TASB or the Energy Cooperative under an Energy Cooperative program.
- (b) **By the Energy Cooperative.** The Energy Cooperative may terminate this Agreement by:
 - (1) Giving 10 days notice by certified mail to the Energy Cooperative Member if the Energy Cooperative Member breaches this Agreement; or
 - (2) Giving 30 days notice by certified mail to the Energy Cooperative Member with or without cause. Notwithstanding the foregoing, this Agreement shall continue in effect during the term specified in a Letter of Commitment or other existing contractual obligation.
- (c) **Termination Procedure.** If the Energy Cooperative Member terminates its participation under this Agreement or breaches this Agreement, or if the Energy Cooperative terminates participation of the Energy Cooperative Member, the Energy Cooperative Member shall bear the full financial responsibility for its commitments to Energy Services Vendors under or through this Agreement. In

addition, the Energy Cooperative Member agrees that it will not be entitled to any funds from the Energy Cooperative after it terminates its participation.

7. **Aggregation Fees.** The Energy Cooperative Member agrees that the Energy Cooperative and its administrator, TASB, shall be fairly compensated for the services provided under and through this Agreement. Therefore, it is agreed that the Energy Cooperative and/or TASB is authorized to receive payment, directly or indirectly, of aggregation, administrative or service fees (collectively "Aggregation Fees") from Energy Services Vendors. The amount of such Aggregation Fees shall be disclosed in the Letter of Commitment, Energy Services Agreement, or any other contract which binds the Energy Cooperative Member to the purchase of energy services. The Energy Cooperative Member understands and agrees that such Aggregation Fees may be included in the price of energy services the Cooperative Member pays the Energy Services Vendor. Further, the Energy Cooperative Member affirmatively disclaims any rights to such Aggregation Fees, acknowledging that all such fees are the property of the Energy Cooperative and/or TASB. Similarly, in no event shall the Energy Cooperative Member be directly responsible for payment of Aggregation Fees.
8. **Distribution.** At the sole discretion of the Energy Cooperative Board of Trustees ("Board"), the Energy Cooperative may issue a distribution to Energy Cooperative Members under a plan developed by the Board. The Energy Cooperative Member acknowledges that a distribution is generally not contemplated, never guaranteed, and depends on the overall financial condition of the Energy Cooperative.
9. **Administration.** The Energy Cooperative may enter into contracts with others, including non-profit associations, for the administration, operation, sponsorship and endorsement of the energy services programs established by the Energy Cooperative as provided for in this Agreement. The Energy Cooperative Member acknowledges and agrees that the Energy Cooperative has contracted with TASB as administrator for the Energy Cooperative and that such relationship is authorized by Section 791.013 of the Texas Government Code.

III. GENERAL PROVISIONS

1. **Amendment by Notice.** The Board may amend this Agreement, provided that prior written notice is sent to the Energy Cooperative Member at least 60 days prior to the effective date of any change described in such amendment and provided that the Energy Cooperative Member does not terminate its participation in the Energy Cooperative before the expiration of said 60 days.
2. **Authorization to Participate and Compliance with Local Policies.** The Energy Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Energy Cooperative and that the Energy Cooperative Member will comply with all state and local laws and policies pertaining to purchasing of energy services, including without limitation electricity, through its membership in the Energy Cooperative.
3. **Bylaws.** The Energy Cooperative Member agrees to abide by the Bylaws of the Energy Cooperative, as they may be amended, and any and all written policies and procedures established by the Energy Cooperative.

4. **Cooperation and Access.** The Energy Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Energy Cooperative. The Energy Cooperative reserves the right to audit the relevant records of any Energy Cooperative Member. Any breach of this provision shall be considered material and shall make the Agreement subject to termination on 10 days written notice to the Energy Cooperative Member.
5. **Coordinator.** The Energy Cooperative Member agrees to appoint a program coordinator for each energy services program in which the Member participates. The coordinator shall have express authority to represent and bind the Energy Cooperative Member, and the Energy Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Energy Cooperative Member. The Energy Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Energy Cooperative. Such notice is not effective until actually received by the Energy Cooperative.
6. **Fiscal Responsibility.**
 - (a) The Energy Cooperative Member is not responsible for the payment of any sum of money to the Energy Cooperative, TASB, or an Energy Services Vendor solely by reason of the Member's execution of this Agreement. A payment obligation for the Member will only arise under the terms and provisions of a Letter of Commitment, Energy Services Agreement, or other separate contractual document entered into by the Member.
 - (b) The Energy Cooperative Member hereby warrants that all payments, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Member.
7. **Defense and Prosecution of Claims.** The Energy Cooperative Member authorizes the Energy Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Energy Cooperative in any litigation, claim or dispute which arises from the services provided by the Energy Cooperative on behalf of its members, collectively or individually. Neither this provision nor any other provision in this Agreement will create a legal duty for the Energy Cooperative to provide a defense or prosecute a claim; rather, the Energy Cooperative may exercise this right in its sole discretion and to the extent permitted or authorized by law. The Energy Cooperative Member shall reasonably cooperate and supply any information necessary or helpful in such prosecution or defense. Subject to specific revocation, the Energy Cooperative Member hereby designates the Energy Cooperative to act as a class representative on its behalf in matters arising out of this Agreement. However, nothing herein shall preclude the Energy Cooperative Member from pursuing, either independently or in conjunction with the Energy Cooperative, a claim against an Energy Services Vendor with whom the Member has a contractual agreement that was entered into through an Energy Cooperative program.
8. **Governance.** The Board will govern the Energy Cooperative in accordance with its Bylaws.

9. **Jurisdiction/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and, to the extent permitted by law, venue for all disputes arising under this Agreement shall lie in Travis County, Texas.
10. **Legal Authority.** The Energy Cooperative Member represents and warrants to the Energy Cooperative the following:
- (a) It is a political subdivision of the state of Texas and it meets the definition of “Local Government” or “State Agency” under the Interlocal Cooperation Act (“Act”), Chapter 791 of the Texas Government Code.
 - (b) The functions and services to be performed under this Agreement will be limited to “Administrative Functions” as defined in the Act, which includes purchasing.
 - (c) It possesses the legal authority to enter into this Agreement and can allow the Agreement to automatically renew or be amended without subsequent action of its governing body.
 - (d) Purchases made under this Agreement will satisfy all procedural procurement requirements that the Energy Cooperative Member must meet under all applicable local policy, regulation, or state law.
 - (e) All requirements – local or state – for a third party to approve, record or authorize this Agreement have been met.
11. **Disclaimer.** THE ENERGY COOPERATIVE, AND ITS ENDORSER(S) AND SERVICING CONTRACTOR (TASB), DO NOT WARRANT THAT THE OPERATION OR USE OF SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. NEITHER THE ENERGY COOPERATIVE NOR ITS ENDORSER(S) OR SERVICING CONTRACTOR CAN CONTROL THE DELIVERY OF ENERGY SERVICES, INCLUDING WITHOUT LIMITATION THE DELIVERY OR FLOW OF ELECTRICITY OR FUEL, AND NEITHER SHALL HAVE ANY LIABILITY FOR ANY DAMAGES OR CONSEQUENCES THAT MAY OCCUR IF ENERGY SERVICES ARE INTERRUPTED OR NOT TIMELY DELIVERED FOR ANY REASON.

THE ENERGY COOPERATIVE AND ITS ENDORSER(S) AND SERVICING CONTRACTOR HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES AGREE AND ACKNOWLEDGE THAT THE CUSTOMER PROTECTION RULES ADOPTED BY THE TEXAS PUBLIC UTILITY COMMISSION (AS CONTAINED IN PUC SUBSTANTIVE RULES 25.471 ET. SEQ.) DO NOT APPLY TO THIS AGREEMENT AND THE ENERGY COOPERATIVE MEMBER WAIVES SUCH CUSTOMER PROTECTION RULES TO THE FULLEST EXTENT PERMITTED BY LAW.

- 12. Limitation of Liability.** Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties agree as follows:
- (a) Neither party waives any immunity from liability afforded under law.
 - (b) In regard to any lawsuit or formal adjudication arising out of or relating to this Agreement, neither party shall be liable to the other under any circumstance for special, incidental, consequential, or exemplary damages.
 - (c) The maximum amount of damages recoverable will be limited to the amount of fees which the Energy Cooperative, its servicing contractor, or endorser(s) received, directly or indirectly, as a direct result of the Energy Cooperative Member's purchase activity within 24 months of when the lawsuit or action was filed. Energy Services Vendors in an Energy Cooperative program are not governed by this provision.
 - (d) In the event of a lawsuit or formal adjudication the prevailing party will be entitled to recover reasonable attorney's fees that are equitable and just.
- 13. Limitation of Rights.** Except as otherwise expressly provided in this Agreement, nothing in this Agreement, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.
- 14. Entirety and Effect on Prior Agreements.** Upon taking effect as provided for herein, this Agreement, together with the Energy Cooperative's Bylaws and Charter Interlocal Agreement, represents the complete understanding of the Energy Cooperative and the Energy Cooperative Member. The terms of this Agreement shall control and take precedence over all prior agreements; provided, however, that the terms of a prior agreement between the Energy Cooperative and the Member will govern the Member's participation in any Aggregation Pool or purchase established under such prior agreement.
- 15. Notice.** Unless otherwise provided in this Agreement, any written notice to the Energy Cooperative shall be made by first class mail, postage prepaid, and delivered to Executive Director, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400. The Energy Cooperative Member shall designate a general contact person, and notices to the Member that involve general matters may be made by first class mail, postage prepaid, and delivered to such contact person or the Member's chief executive officer (e.g., superintendent, city manager, county judge or mayor). Notices regarding specific Energy Cooperative programs may be made by first class mail, postage prepaid, and delivered to the program coordinator designated by the Member.
- 16. Severability.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.
- 17. Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party will not affect the validity, enforceability or binding effect of this Agreement because either party may rely upon a facsimile or imaged signature as if it were an original. Furthermore, this

Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

- 18. Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

WHEREFOR, the parties, acting through their duly authorized representatives, accept this Agreement.

TASB ENERGY COOPERATIVE

By: Dan Troxell Date: March 18, 2026
Dan Troxell, Ph.D., Secretary

TO BE COMPLETED BY ENERGY COOPERATIVE MEMBER:

City of Cedar Hill
(Name of Local Government)

By: _____ Date: _____
Signature of authorized representative
Stephen Mason, Mayor
Printed name and title of authorized representative

General Contact for the Energy
Cooperative Member: Cristi Courson, Asst Dir of Finance

Name
285 Uptown Blvd, Bldg 100
Mailing Address
Cedar Hill
City 75104
Texas, _____ (zip)
972-291-5100
Telephone
972-291-5110
Fax
christi.courson@cedarhilltx.com
Email

**CITY OF CEDAR HILL
CITY COUNCIL AGENDA ITEM**

Agenda Date: 04/14/2026

Agenda Wording:

Consider awarding funding for the 2026 Cedar Hill Green Awards to Connecting Cedar Hill with Building Kingdom Community Church as recommended by the Beautification and Environmental Sustainability (BES) Board.

Summary:

Through a competitive selection process, the Beautification and Environmental Sustainability (BES) Board selects recipients for the Cedar Hill Green Awards with \$3,000 available among one or several qualifying sustainability projects distinctive to the character of Cedar Hill to protect and enhance the environment, the economy, and equity for current residents and future generations. Applications for grant projects must meet the following criteria:

1. The project must have a clear plan to protect and/or enhance the local environment.
2. The project must engage the Cedar Hill community by creating new partnerships or reinforce existing partnerships.
3. The project must have a measurable goal of success upon project completion.

On Thursday, February 19, 2026, the BES Board reviewed and scored all Green Awards applications. The BES Board recommends City Council to approve awarding \$3,000 to Connecting Cedar Hill with Building Kingdom Community Church to assist with providing irrigation and fencing around their Garden of Love. The official presentation of the Green Awards will take place at the Beautification and Arbor Day Celebration on April 18, 2026, at 10:30 a.m. Waste Management contractually provides \$3,000 annually to the City of Cedar Hill for the Green Awards and has provided over \$15,000 over the past 10 years to fund local environmental sustainability projects.

Recommended Action:

Approve the 2026 Green Awards recipient.

Fiscal Impact

Fiscal Year: 2026
Funding Source: Landscape Beautification Fund
Amount Requested: \$3,000
Amount Budgeted: \$3,000

Department: Environmental Services

Contact Name: Lauren Foust

Phone Number: (972) 291-5126 Ext 2805

Attachments: No

If yes, how many pages: N/A

CITY OF CEDAR HILL
CITY COUNCIL AGENDA ITEM

Agenda Date: 04/14/2026

Agenda Wording:

Consider accepting the semi-annual report from the Cedar Hill Capital Impact Fee Advisory Committee.

Summary:

Chapter 395 of the Texas Local Government Code specifies provisions for administering impact fees. The City of Cedar Hill collects impact fees for new development to help offset costs associated with expanding water, wastewater, and roadway systems as a result of the additional impact upon the city's infrastructure.

Per Section 395.058(c)(4) of the Texas Local Government Code, the Capital Impact Fee Advisory Committee must file a semi-annual report on the progress of the capital improvements plan (separate from the City's 5-year CIP budget) and any perceived inequities in implementing the plan or imposing the impact fees. This semiannual report includes: the complete list of eligible water, wastewater, and roadway projects, a list of completed and active projects with expenditures, and impact fees collected. There have been no written complaints regarding inequities in implementing the plan or imposing the impact fees.

On March 5, 2026, the Capital Impact Fee Advisory Committee recommended approval of the semi-annual report by a vote of 6-0-0 (see attached minutes).

Recommended Action:

Accept the semi-annual report from the Cedar Hill Capital Impact Fee Advisory Committee, as presented.

Attachments

CIFA Draft Minutes
Eligible Water Projects
Eligible Wastewater Projects
Eligible Roadway Projects
Impact Fee Schedule
Equivalency Tables
Finance Report

Department: Planning
Contact Name: Angela Self, FAICP

Phone Number: (972) 291-5100 Ext. 1082

Attachments: Yes

If yes, how many pages: 17

**MINUTES
CAPITAL IMPACT ADVISORY COMMITTEE
MEETING OF MARCH 5, 2026**

The Capital Impact Fee Advisory Committee of the City of Cedar Hill, Texas conducted a meeting on Thursday, March 5, 2026, at 12:00 p.m. in Conference Room D of the Cedar Hill Government Center, 285 Uptown Blvd., Bldg. 100, Cedar Hill, Texas, 75104.

Board Members Present: Chairperson, Scott Emmons; Committee Members Kirtland Speaks, Moises Ruiz, Jeanetta Dagley, Clifford Shaw and Darian Pace

Absent: None

City Staff Members Present: Planning Director, Angela Self; Development Services Director, Stacey Graves; Finance Director, Chuck Fox; Public Works Assistant Director, David Parnell; Assistant Planning Director, Maria Peña; City Engineer, Robert Woodbury; Engineer in Training, Brittainie Cason; Building Official, Gail Lux; and Planning Executive Assistant, Debra Kalsnes

1. Call the meeting to order.

Chairperson Emmons called the meeting to order at 12:00 p.m., declaring it an open meeting with the meeting notice duly posted.

2. Approve the minutes of September 4, 2025, regular meeting.

A motion was made by Committee Member Ruiz to approve the minutes of the regular meeting on September 4, 2025, as presented. Committee Member Dagley seconded the motion. The vote was as follows:

Ayes: 5 – Chairperson Emmons and Committee Members Ruiz, Dagley, Shaw, and Pace

Nays: 0

Abstain: 0

Chairperson Emmons declared the motion carried.

3. Public Comments

There were no public comments.

At 12:03 pm, Committee Member Speaks entered the meeting.

4. Regular Agenda

- a.** Discuss the progress of active capital projects utilizing impact fees. (Public Works)

City Engineer Woodbury indicated that there was one active project utilizing impact fees which was the signal light at Calvert Dr and Joe Wilson Rd.

- b.** Discuss the potential for future capital projects utilizing impact fees. (Public Works)

City Engineer Woodbury stated that a potential project would be partial construction of Road A per the Master Plan.

- c.** Discuss the financial report and capital impact fees collected. (Finance)

Finance Director Fox reviewed the financial report with the Committee. He answered the questions posed by the Committee.

- d.** Consider approving the Semiannual Report.

A motion was made by Committee Member Speaks to approve the report as presented. Committee Member Ruiz seconded the motion. The vote was as follows:

Ayes: 6 – Chairperson Emmons and Committee Members Speaks, Ruiz, Dagley, Shaw and Pace

Nays: 0

Abstain: 0

Chairperson Emmons declared the motion carried.

- e.** Discuss any perceived inequities in implementing the Capital Improvements Plan or imposing impact fees. (Building Inspections)

Building Official Lux indicated there were none.

5. Staff Reports

At this point, Chairperson Emmons welcomed the new Committee Members, Shaw and Pace, to the Committee.

- a.** Updates on other capital projects. (Public Works)

City Engineer Woodbury updated the Committee on other capital projects not associated with impact fees. He answered the Committee's questions regarding the capital projects.

- b.** Update on proposed and ongoing development. (Planning)

Assistant Planning Director Peña updated the Committee on current and future private development and answered the Committee's questions.

Planning Director updated the Committee and stated that the next meeting was scheduled for August 6th or September 3rd, and invited the Committee to the Neighborhood Block Party on March 7th and to the Boards and Commissions Dinner on April 16th. She also informed the Committee of the Unified Code Development Update with an Open House on June 11th.

6. Adjourn

There being no further business, a motion to adjourn was made by Committee Member Speaks and seconded by Committee Member Shaw. The meeting adjourned at 12:42 p.m.

Scott Emmons
Chairperson

Debra Kalsnes
Planning Executive Assistant

TABLE 10 – WATER IMPACT FEE CAPITAL IMPROVEMENTS PROJECT COST AND 10-YEAR RECOVERABLE COSTS

Proj. #	Description	2024 Capacity (% Utilized)	2034 Capacity (% Utilized)	2024-2034 Capacity (% Utilized)	2034 Projected Recoverable Cost	Total Project Cost
1	Mount Lebanon Rd 16" Water Line	0%	100%	100%	\$ 3,464,000	\$ 3,464,000
2	Mount Lebanon Rd 20" Water Line	0%	5%	5%	\$ 222,100	\$ 4,442,000
3	Stonehill/Vineyard 12" Water Line Connection	0%	40%	40%	\$ 339,200	\$ 848,000
4	Lorch Park 10" Water Line	0%	75%	75%	\$ 1,949,834	\$ 2,595,000
5	Loop 9 12" Water Line Phase 1 - North	0%	75%	75%	\$ 6,047,036	\$ 8,087,000
6	S Tar Rd 8" Water Line Replacement	0%	100%	100%	\$ 470,000	\$ 470,000
7	Cedar Hill State Park 10" Water Line	0%	100%	100%	\$ 3,669,000	\$ 3,669,000
8	Southwest Cedar Hill 12" Water Line	0%	98%	98%	\$ 5,907,477	\$ 6,020,000
9	Texas Plume Rd 12" Water Line	0%	67%	67%	\$ 3,617,661	\$ 5,403,000
10	E Parkerville Rd 16/18/24" Water Line Replacement Phase 1	0%	51%	51%	\$ 1,255,621	\$ 2,447,000
11	Northeast Cedar Hill 10" Water Line	0%	82%	82%	\$ 3,539,835	\$ 4,295,000
12	Highway 67 EST 24" Water Line Parallel	0%	84%	84%	\$ 658,701	\$ 788,000
13	S Cedar Hill Rd 18" Water Line	0%	64%	64%	\$ 553,815	\$ 859,000
14	Parkerville EST 24" Water Line Parallel	0%	79%	79%	\$ 1,893,443	\$ 2,397,000
15	E Parkerville Rd 16/18/24" Water Line Replacement Phase 2	0%	74%	74%	\$ 2,998,470	\$ 4,059,000
16	E FM 1382 10/12" Water Line	0%	100%	100%	\$ 4,096,000	\$ 4,096,000
17	N Duncanville Rd 12" Water Line	0%	91%	91%	\$ 2,274,545	\$ 2,502,000
18	East Little Creek 12" Water Line Phase 1	0%	64%	64%	\$ 2,936,248	\$ 4,603,000
19	Pecan Trails Golf Course 8" Water Line	0%	70%	70%	\$ 1,395,568	\$ 1,986,000
20	Loop 9 12" Water Line Phase 1 - South	0%	76%	76%	\$ 3,710,830	\$ 4,914,000
21	Rocky Acres Rd 10/12" Water Line	0%	88%	88%	\$ 3,321,930	\$ 3,787,000
22	Loop 9 12" Water Line Phase 2 - North	0%	83%	83%	\$ 2,756,890	\$ 3,336,000
23	Loop 9 12" Water Line Phase 2 - South	0%	83%	83%	\$ 2,186,585	\$ 2,632,000
24	Loop 9 12" Water Line Phase 3 - North	0%	96%	96%	\$ 4,579,219	\$ 4,763,000
25	Loop 9 12" Water Line Phase 3 - South	0%	80%	80%	\$ 3,927,653	\$ 4,886,000
26	Loop 9 12" Water Line Phase 4 - North	0%	100%	100%	\$ 5,605,000	\$ 5,605,000
27	Loop 9 12" Water Line Phase 4 - South	0%	100%	100%	\$ 5,353,000	\$ 5,353,000
28	Cedar Hill Rd 20" Water Line	0%	84%	84%	\$ 11,115,544	\$ 13,276,000

29	Stonehill/Vineyard 12" Water Line Connection	0%	100%	100%	\$ 848,000	\$ 848,000
30	Mansfield Road 12" Water Line*	81%	82%	1%	\$ 7,117	\$ 1,202,761
31	Lakeridge 8" Water Line*	94%	100%	6%	\$ 119,533	\$1,912,528
32	US 67 24" Water Line*	92%	93%	1%	\$ 6,779	\$ 1,143,404
33	Joe Wilson Phase 3 Water Line*	33%	62%	29%	\$ 308,398	\$ 1,053,908
34	Pleasant Run Water Line, East of US 67*	68%	100%	32%	\$ 45,824	\$ 145,108
35	Meadowcrest Pumping Improvements*	55%	89%	34%	\$ 1,137,719	\$ 3,250,626
36	Flameleaf Ground Storage and Pump Improvements*	55%	89%	34%	\$ 2,306,022	\$ 5,013,092
37	Water Master Plan*	0%	100%	100%	\$231,150	\$231,150
38	Water Impact Fee Report*	0%	100%	100%	\$ 55,600	\$ 55,600
Total					\$ 93,677,917	\$ 124,544,001

TABLE 11 – WASTEWATER IMPACT FEE CAPITAL IMPROVEMENTS PROJECT COST AND 10-YEAR RECOVERABLE COST

Proj. #	Description	2024 Capacity (%) Utilized)	2034 Capacity (%) Utilized)	2024-2034 Capacity (%) Utilized)	2034 Projected Recoverable Cost	Total Project Cost
1	Lake Ridge Parkway 8" Gravity Line Connection	0%	100%	100%	\$ 933,000	\$ 933,000
2	Hollings Lift Station Expansion	0%	61%	61%	\$ 1,874,629	\$ 3,079,000
3	Mansfield Road Parallel 12" Gravity Line	0%	100%	100%	\$ 585,000	\$ 585,000
4	TRA Central South 15" Gravity II	0%	67%	67%	\$ 2,129,923	\$ 3,189,000
5	TRA Central South 15" Gravity I	0%	61%	61%	\$ 3,265,228	\$ 5,363,000
6	Autumn Run Court 10" Connection Gravity Line	0%	100%	100%	\$ 1,017,614	\$ 1,022,000
7	American Lift Station 12" Gravity Line	46%	85%	39%	\$ 619,809	\$ 1,584,000
8	High Meadows 8/10" Gravity Lines	27%	28%	1%	\$ 34,386	\$ 3,193,000
9	8/10/15" Bear Creek Road and South Joe Wilson Road Gravity Lines	0%	85%	85%	\$ 3,127,789	\$ 3,673,000
10	8/12" West Red Oak Gravity Lines	0%	43%	43%	\$ 1,144,955	\$ 2,676,000
10.1	West Red Oak Lift Station and Force Main	0%	43%	43%	\$ 838,607	\$ 1,960,000
11	8/15/18" West Red Oak Gravity Lines	0%	69%	69%	\$ 4,723,981	\$ 6,799,000
12	Loop 9 8" Gravity Main - South	0%	76%	76%	\$ 515,412	\$ 674,000
13	Loop 9 12" Gravity Main - North	0%	98%	98%	\$ 2,855,089	\$ 2,907,000
14	Loop 9 12" Gravity Main - North	0%	90%	90%	\$ 2,620,394	\$ 2,907,000
15	East Red Oak 10" Gravity Line	0%	76%	76%	\$ 602,588	\$ 788,000
15.1	East Red Oak Lift Station	0%	76%	76%	\$ 624,000	\$ 816,000
16	Windsor Park 8/15" Gravity Line	31%	73%	42%	\$ 2,611,036	\$ 6,196,000
17	Lakeridge Lift Station I Expansion	0%	93%	93%	\$ 1,761,760	\$ 4,004,000
18	18" Red Oak Gravity Line	0%	9%	9%	\$ 467,968	\$ 5,371,000
19	W Parkerville 10" Gravity Line	0%	5%	5%	\$ 142,400	\$ 2,848,000
20	10/12" Lake Ridge II and III Gravity Lines	0%	5%	5%	\$ 130,900	\$ 2,618,000
21	Baggett Branch Expansion	0%	5%	5%	\$ 77,250	\$ 1,545,000
22	American 12" Gravity Line*	46%	85%	39%	\$ 514,156	\$ 1,313,990
23	Wastewater Master Plan	0%	100%	100%	\$ 183,550	\$ 183,550
24	Wastewater Impact Fee Report	0%	100%	100%	\$ 83,150	\$ 83,150
Total					\$ 35,439,446	\$ 66,310,690

City of Cedar Hill

Roadway Impact Fee

Service Areas



00.250.51

Miles

N





Legend

Service Area 1

Service Area 2

Service Area 3

Service Area 4

Floodplain

 Railroad

 Streets

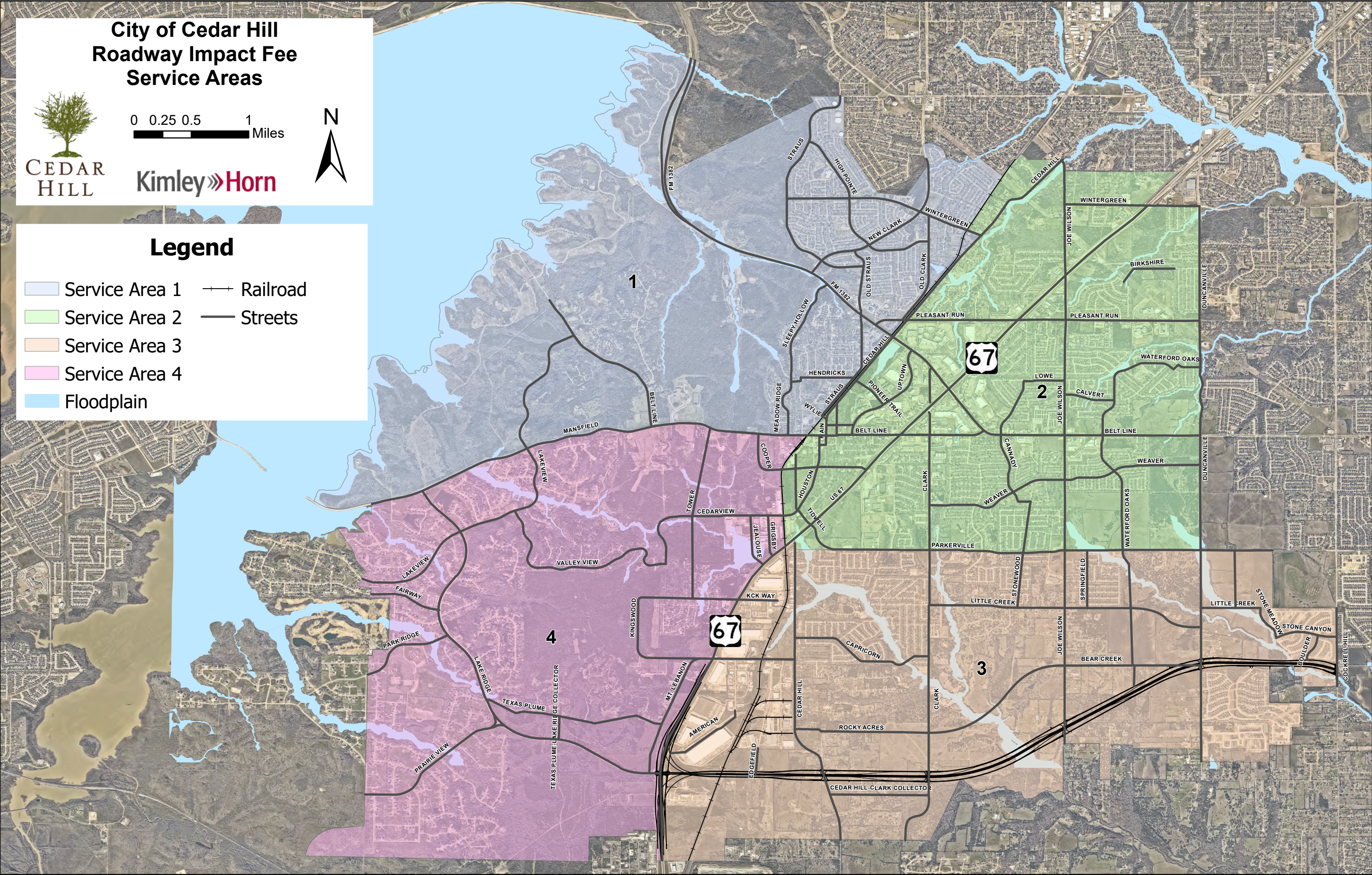


TABLE 2 – ROADWAY IMPACT FEE CAPITAL IMPROVEMENT PROGRAM – SERVICE AREA 1

Proj. #	IF Class	Roadway	Limits	Length (mi)	% In Service Area
1-A	M4D-Greenway	Wintergreen (1)	Old Clark to Railroad	0.31	100%
1-B, 2-A	M4D	Wintergreen (2)	Railroad to Cedar Hill	0.11	50%
1-C, 4-A	P6D(1/3)-Greenway	Mansfield (1)	West City Limits to Belt Line	2.21	50%
1-D	C2U	Lakeview (1)	Mansfield to Belt Line	1.18	100%
1-E	C3U	Belt Line (1)	1,880' NW of Lakeview to Mansfield	1.43	100%
1-F, 2-I	C3U(1/3)-Greenway	Cedar Hill (1)	FM 1382 to Main	0.88	50%
Intersection Improvements					
I-1		Modification	Mansfield Rd & Lakeview Dr		50%
I-2		Signal	Mansfield Rd & Cooper St		50%
I-19		ITS Master Plan	Service Area 1		25%

TABLE 3 – ROADWAY IMPACT FEE CAPITAL IMPROVEMENT PROGRAM – SERVICE AREA 2

Proj. #	IF Class	Roadway	Limits	Length (mi)	% In Service Area
1-B, 2-A	M4D	Wintergreen (2)	Railroad to Cedar Hill	0.11	50%
2-B	P6D	Wintergreen (3)	Joe Wilson to US 67 SBFR	0.57	100%
2-C	C2U	Birkshire (1)	Milestone to Birkshire	0.44	100%
2-D	C2U	Main-Uptown Collector (1)	Main to Uptown	0.20	100%
2-E	C2U-Greenway	Cooper (2)	Railroad to Houston	0.27	100%
2-F	C4U	Cedarview (2)	Railroad to Tidwell	0.13	100%
2-G, 3-A	M4D(1/2)-Greenway	Parkerville (1)	305' E of Joe Wilson to 420' W of Waterford Oaks	0.29	50%
2-H, 3-B	M4D-Greenway	Parkerville (2)	420' W of Waterford Oaks to Duncanville	0.65	50%
1-F, 2-I	C3U(1/3)-Greenway	Cedar Hill (1)	FM 1382 to Main	0.88	50%
2-J	C2U	Cedar Hill-Belt Line Collector (1)	Cedar Hill to Belt Line	0.28	100%
2-K	C4U	Main (1)	130' S of Belt Line to Cedar	0.06	100%
2-L	C2U	Tidwell (1)	635' N of Cooper to Houston	0.48	100%
2-M	M4D-Greenway	Tidwell (2)	Houston to US 67	0.17	100%
2-N	M4D(1/2)-Greenway	Tidwell (3)	US 67 to 790' SE of US 67	0.15	100%
2-O	C3U	Joe Wilson (1)	Cedar Hill to Clover Hill	0.86	100%
2-P	M4D-Greenway	Duncanville (1)	580' S of Wintergreen to Parkerville	2.89	100%
Intersection Improvements					
I-3		Interchange	US 67 & Wintergreen Rd		50%
I-4		Modification	Duncanville Rd & Pleasant Run Rd		50%
I-5		Signal	Cooper St & Tidwell St		100%
I-6		Signal	Houston St & Tidwell St		100%
I-7		Interchange	US 67 & Tidwell St		100%
I-8		Signal	Parkerville Rd & Joe Wilson Rd		50%
I-9		Signal	Duncanville Rd & Parkerville Rd		25%
I-18		Signal	Joe Wilson Rd & Calvert Dr		100%
I-19		ITS Master Plan	Service Area 2		25%

TABLE 4 – ROADWAY IMPACT FEE CAPITAL IMPROVEMENT PROGRAM – SERVICE AREA 3

Proj. #	IF Class	Roadway	Limits	Length (mi)	% In Service Area
2-G, 3-A	M4D(1/2)-Greenway	Parkerville (1)	305' E of Joe Wilson to 420' W of Waterford Oaks	0.29	50%
2-H, 3-B	M4D-Greenway	Parkerville (2)	420' W of Waterford Oaks to Duncanville	0.65	50%
3-C	M4D	Parkerville (3)	Duncanville to 2,800' E of Duncanville	0.53	50%
3-D	C2U	Little Creek (1)	Joe Wilson to Springfield	0.16	100%
3-E	C2U	Little Creek (2)	Duncanville to 2,315' E of Duncanville	0.44	100%
3-F	C3U	Mt. Lebanon (3)	800' E of American to Cedar Hill	0.29	100%
3-G	C2U	Rocky Acres (1)	Tar to 150' E of Tar	0.03	100%
3-H	C2U	Rocky Acres (2)	1,930' W of Clark to Clark	0.37	100%
3-I	C2U	Bear Creek (1)	Clark to Joe Wilson	1.22	100%
3-J	C2U	Cedar Hill-Clark Collector (1)	Cedar Hill to Clark	0.73	100%
3-K	C2U	Edgefield (1)	Edgefield to Future Loop 9	0.22	100%
3-L	C4U-Greenway	Cedar Hill (2)	US 67 NBFR to Mt. Lebanon	1.01	100%
3-M	P6D-Greenway	Cedar Hill (3)	Mt. Lebanon to Rocky Acres	0.57	100%
3-N	P6D-Greenway	Cedar Hill (4)	Rocky Acres to 1,470' N of New Shiloh	0.98	100%
3-O	P6D-Greenway	Cedar Hill (5)	1,470' N of New Shiloh to 880' N of New Shiloh	0.11	100%
3-P	C4U-Greenway	Clark (1)	Little Creek to 580' S of Saturn	0.61	100%
3-Q	C4U-Greenway	Clark (2)	580' S of Saturn to Future Loop 9	0.88	100%
3-R	C4U	Clark (3)	Future Loop 9 to 3,365' S of Future Loop 9	0.64	100%
3-S	P6D-Greenway	Joe Wilson (2)	Parkerville to Bear Creek	1.00	100%
3-T	P6D	Joe Wilson (3)	Bear Creek to South City Limits	0.68	100%
3-U	C2U	Waterford Oaks (1)	Parkerville to Little Creek	0.52	100%
3-V	C2U	Waterford Oaks (2)	Bear Creek to Future Loop 9	0.18	100%
3-W	M4D-Greenway	Duncanville (2)	Parkerville to Future Loop 9	1.00	100%
3-X	M4D	Duncanville (3)	Future Loop 9 to 1,900' S of Spring Hill	0.84	100%
3-Y	M4D	Cockrell Hill (1)	300' S of Fanny May to South City Limits	0.68	50%
3-Z	M4D	Mt. Lebanon (4)	US 67 NBFR to 800' E of American	0.32	100%
Intersection Improvements					
I-8		Signal	Parkerville Rd & Joe Wilson Rd		50%
I-9		Signal	Duncanville Rd & Parkerville Rd		50%
I-10		Interchange	Future Loop 9 & Duncanville Rd		100%
I-11		Interchange	Future Loop 9 & Cockrell Hill Rd		50%
I-12		Signal	Joe Wilson Rd & Bear Creek Rd		100%
I-13		Interchange	Future Loop 9 & Joe Wilson Rd		100%
I-14		Signal	Clark Rd & Rocky Acres Rd/Bear Creek Rd		100%
I-15		Interchange	Future Loop 9 & Clark Rd		100%
I-16		Interchange	Future Loop 9 & Cedar Hill Rd		100%
I-19		ITS Master Plan	Service Area 3		25%

TABLE 5 – ROADWAY IMPACT FEE CAPITAL IMPROVEMENT PROGRAM – SERVICE AREA 4

Proj. #	IF Class	Roadway	Limits	Length (mi)	% In Service Area
1-C, 4-A	P6D(1/3)-Greenway	Mansfield (1)	West City Limits to Belt Line	2.21	50%
4-B	C2U-Greenway	Cooper (1)	Belt Line to Railroad	0.45	100%
4-C	C2U	Cedarview (1)	Plateau to Railroad	0.39	100%
4-D	C4U-Greenway	Texas Plume (1)	Lake Ridge to Mt. Lebanon	1.35	100%
4-E	C2U	Texas Plume-Lake Ridge Collector (1)	Texas Plume to Lake Ridge	0.20	100%
4-F	C4U-Greenway	Mt. Lebanon (1)	US 67 to Texas Plume	0.75	100%
4-G	C2U	Mt. Lebanon (2)	Texas Plume to Lake Ridge	0.43	100%
Intersection Improvements					
I-1		Modification	Mansfield Rd & Lakeview Dr		50%
I-2		Signal	Mansfield Rd & Cooper St		50%
I-17		Signal	Prairie View Blvd & Lake Ridge Pkwy		100%
I-19		ITS Master Plan	Service Area 4		25%

EXHIBIT 4

Maximum Impact Fee per Service Unit

City of Cedar Hill

SCHEDULE 1

MAXIMUM JUSTIFIED IMPACT FEES PER SERVICE UNIT FOR WATER, WASTEWATER AND ROADWAY FACILITIES

	LAND PLATTED PRIOR TO 6/20/87	LAND PLATTED OR REPLATTED BETWEEN 6/21/87 AND 5/22/90	LAND PLATTED OR REPLATTED BETWEEN 5/23/90 AND 2/1/95	LAND PLATTED OR REPLATTED BETWEEN 2/2/95 AND 10/13/98	LAND PLATTED OR REPLATTED BETWEEN 10/13/98 AND 9/24/02	LAND PLATTED OR REPLATTED BETWEEN 9/24/02 AND 9/25/07	LAND PLATTED OR REPLATTED BETWEEN 9/25/07 AND 8/28/12	LAND PLATTED OR REPLATTED AFTER 8/28/12	LAND PLATTED OR REPLATTED AFTER 9/1/2024
WATER per SFLUE	\$ 3,574	\$ 675	\$ 1,053	\$ 3,574	\$ 3,574	\$ 4,102	\$ 2,916	\$ 3,519	\$ 4,489
WASTEWATER per SFLUE	\$ 2,553	\$ 843	\$ 447	\$ 2,553	\$ 2,553	\$ 3,086	\$ 1,258	\$ 1,289	\$ 1,686
ROADWAY per VEHICLE-MILE									
SVC AREA 1	\$ 1,204	\$ 1,204	\$ 1,204	\$ 1,204	\$ 1,204	\$ 2,366	\$ 1,016	\$ 1,291	\$ 3,025
SVC AREA 2	\$ 943	\$ 943	\$ 943	\$ 943	\$ 943	\$ 2,151	\$ 984	\$ 915	\$ 2,852
SVC AREA 3	\$ 914	\$ 914	\$ 914	\$ 914	\$ 914	\$ 2,170	\$ 1,037	\$ 1,188	\$ 1,822
SVC AREA 4	\$ 992	\$ 992	\$ 992	\$ 992	\$ 992	\$ 1,670	\$ 814	\$ 1,316	\$ 1,059
SVC AREA 5	\$ 830	\$ 830	\$ 830	\$ 830	\$ 830				
SVC AREA 6	\$ 946	\$ 946	\$ 946	\$ 946	\$ 946				
SVC AREA 7	\$ 888	\$ 888	\$ 888	\$ 888	\$ 888				
SVC AREA 8	\$ 830	\$ 830	\$ 830	\$ 830	\$ 830				
SVC AREA 9	NA	NA	NA	NA	\$ 830				

EXHIBIT 5

Maximum Impact Fee per Service Unit to be Collected

City of Cedar Hill

SCHEDULE 2

IMPACT FEE COLLECTION SCHEDULE PER SERVICE UNIT FOR WATER, WASTEWATER AND ROADWAY FACILITIES

	Impact Fee Rate per Service Unit
WATER	
per LUE	\$ 4,489
WASTEWATER	
per LUE	\$ 1,686
ROADWAY	
per Vehicle-Mile	
SVC AREA 1	\$ 1,059
SVC AREA 2	\$ 1,059
SVC AREA 3	\$ 1,059
SVC AREA 4	\$ 1,059

**Water and wastewater fees for single family detached and townhouses shall be reduced by 40%

EQUIVALENCY TABLES

Exhibit 3

WATER AND WASTEWATER

TABLE 4-1 – SERVICE UNIT EQUIVALENCIES

Meter Size	Meter Type	Maximum Continuous Operating Capacity (gpm*)	Service Unit Equivalent
1"	Displacement	25	1
2"	Displacement	80	3.2
3"	Compound	175	7
4"	Compound	300	12
6"	Compound	675	27
8"	Compound	900	36

* Operating capacities obtained from American Water Works Associate (AWWA) C700-20 and C702-19.

Compound meter flows are based on Class II (in-line) meters.

**Water and wastewater fees for single family detached and townhouses shall be reduced by 40%.

Land Use Category	ITE Land Use Code	Development Unit	Trip Gen Rate (PM)	Pass-by Rate	Pass-by Source	Trip Rate	Trip Length (mi)	Adj. For O-D	Adj. Trip Length (mi)	Max Trip Length (mi)	Veh-Mi Per Dev-Unit
PORT AND TERMINAL											
Truck Terminal*	030	Acres	6.55			6.55	12.73	50%	6.36	4.00	26.20
INDUSTRIAL											
General Light Industrial	110	1,000 SF GFA	0.65			0.65	12.73	50%	6.37	4.00	2.60
Industrial Park	130	1,000 SF GFA	0.34			0.34	12.73	50%	6.37	4.00	1.36
Warehousing	150	1,000 SF GFA	0.18			0.18	12.73	50%	6.37	4.00	0.72
Mini-Warehouse	151	1,000 SF GFA	0.15			0.15	12.73	50%	6.37	4.00	0.60
Fulfillment / Distribution Center	156	1,000 SF GFA	0.64			0.64	12.73	50%	6.37	4.00	2.56
RESIDENTIAL											
Single-Family Detached Housing	210	Dwelling Unit	0.94			0.94	11.64	50%	5.82	4.00	3.76
Townhome	215	Dwelling Unit	0.57			0.57	11.64	50%	5.82	4.00	2.28
Apartment / Multi-family	220	Dwelling Unit	0.51			0.51	11.64	50%	5.82	4.00	2.04
Mobile Home Park / Manufactured Housing	240	Dwelling Unit	0.58			0.58	11.64	50%	5.82	4.00	2.32
Senior Adult Housing-Detached	251	Dwelling Unit	0.30			0.30	11.64	50%	5.82	4.00	1.20
Senior Adult Housing-Attached	252	Dwelling Unit	0.25			0.25	11.64	50%	5.82	4.00	1.00
Assisted Living	254	Beds	0.24			0.24	11.64	50%	5.82	4.00	0.96
LODGING											
Hotel	310	Room	0.59			0.59	5.80	50%	2.90	2.90	1.71
Motel / Other Lodging Facilities	320	Room	0.36			0.36	5.80	50%	2.90	2.90	1.04
RECREATIONAL											
Golf Course	430	Acres	0.28			0.28	9.85	50%	4.93	4.00	1.12
Miniature Golf Course	431	Hole	0.33			0.33	9.85	50%	4.93	4.00	1.32
Golf Driving Range	432	Tee	1.25			1.25	9.85	50%	4.93	4.00	5.00
Multiplex Movie Theater	445	Screens	13.96			13.96	9.85	50%	4.93	4.00	55.84
Ice Skating Rink	465	1,000 SF GFA	1.33			1.33	9.85	50%	4.93	4.00	5.32
Racquet / Tennis Club	491	Court	3.82			3.82	9.85	50%	4.93	4.00	15.28
Recreational Community Center	495	1,000 SF GFA	2.50			2.50	9.85	50%	4.93	4.00	10.00
INSTITUTIONAL											
Elementary School	520	Students	0.16			0.16	4.53	50%	2.27	2.27	0.36
Middle / Junior High School	522	Students	0.15			0.15	4.53	50%	2.27	2.27	0.34
High School	525	Students	0.14			0.14	4.53	50%	2.27	2.27	0.32
Junior / Community College	540	Students	0.11			0.11	4.53	50%	2.27	2.27	0.25
University / College	550	Students	0.15			0.15	4.53	50%	2.27	2.27	0.34
Church	560	1,000 SF GFA	0.49			0.49	4.53	50%	2.27	2.27	1.11
Day Care Center	565	1,000 SF GFA	11.12	44%	C	6.23	4.53	50%	2.27	2.27	14.14
MEDICAL											
Hospital	610	Beds	1.69			1.69	10.94	50%	5.47	4.00	6.76
Nursing Home	620	Beds	0.14			0.14	10.94	50%	5.47	4.00	0.56
Clinic	630	1,000 SF GFA	3.69			3.69	10.94	50%	5.47	4.00	14.76
Animal Hospital / Veterinary Clinic	640	1,000 SF GFA	3.53	30%	B	2.47	10.94	50%	5.47	4.00	9.88
OFFICE											
General Office Building	710	1,000 SF GFA	1.44			1.44	14.11	50%	7.06	4.00	5.76
Corporate Headquarters Building	714	1,000 SF GFA	1.30			1.30	14.11	50%	7.06	4.00	5.20
Single Tenant Office Building	715	1,000 SF GFA	1.76			1.76	14.11	50%	7.06	4.00	7.04
Medical-Dental Office Building	720	1,000 SF GFA	3.93			3.93	14.11	50%	7.06	4.00	15.72
Office Park	750	1,000 SF GFA	1.30			1.30	14.11	50%	7.06	4.00	5.20
COMMERCIAL											
Automobile Related											
New Car Sales	840	1,000 SF GFA	2.42	20%	B	1.94	8.60	50%	4.30	4.00	7.76
Automobile Parts Sales	843	1,000 SF GFA	4.90	43%	C	2.79	8.60	50%	4.30	4.00	11.16
Tire Store	848	1,000 SF GFA	3.75	25%	C	2.81	8.60	50%	4.30	4.00	11.24
Quick Lubrication Vehicle Shop	941	Servicing Positions	4.85	40%	B	2.91	8.60	50%	4.30	4.00	11.64
Automobile Care Center	942	1,000 SF Occ. GLA	3.11	40%	B	1.87	8.60	50%	4.30	4.00	7.48
Gasoline/Service Station	944	Vehicle Fueling Position	13.91	57%	C	5.98	1.20	50%	0.60	0.60	3.59
Gasoline/Service Station w/ Conv Market	945	Vehicle Fueling Position	18.42	56%	C	8.10	1.20	50%	0.60	0.60	4.86
Self-Service Car Wash	947	Stall	5.54	40%	B	3.32	1.20	50%	0.60	0.60	1.99
Automated Car Wash	948	Car Wash Tunnels	77.50	40%	B	46.50	1.20	50%	0.60	0.60	27.90
Dining											
Fine Dining Restaurant	931	1,000 SF GFA	7.80	44%	C	4.37	7.39	50%	3.70	3.70	16.17
High Turnover (Sit-Down) Restaurant	932	1,000 SF GFA	9.05	43%	C	5.16	7.39	50%	3.70	3.70	19.09
Fast Food Restaurant without Drive-Thru Window	933	1,000 SF GFA	33.21	55%	B	14.94	7.39	50%	3.70	3.70	55.28
Fast Food Restaurant with Drive-Thru Window	934	1,000 SF GFA	33.03	55%	C	14.86	7.39	50%	3.70	3.70	54.98
Fast Food Restaurant with Drive-Thru Window (No Indoor Seating)	935	Drive-Through Lanes	59.50	31%	C	41.06	7.39	50%	3.70	3.70	151.92
Coffee/Donut Shop with Drive-Thru Window	937	1,000 SF GFA	38.99	70%	B	11.70	7.39	50%	3.70	3.70	43.29
Other Retail											
Construction Equipment Rental Store	811	1,000 SF GFA	0.99	26%	B	0.73	6.83	50%	3.42	3.42	2.50
Free-Standing Discount Store	815	1,000 SF GFA	4.86	20%	C	3.89	6.83	50%	3.42	3.42	13.30
Nursery (Garden Center)	817	1,000 SF GFA	6.94	30%	B	4.86	6.83	50%	3.42	3.42	16.62
Shopping Center (>150k)	820	1,000 SF GLA	3.40	29%	C	2.41	6.83	50%	3.42	3.42	8.24
Shopping Center (40-150k)	821	1,000 SF GLA	5.19	40%	C	3.11	6.83	50%	3.42	3.42	10.64
Shopping Center (<40k)	822	1,000 SF GLA	6.59	40%	B	3.95	6.83	50%	3.42	3.42	13.51
Supermarket	850	1,000 SF GFA	8.95	24%	C	6.80	6.83	50%	3.42	3.42	23.26
Convenience Store	851	1,000 SF GFA	49.11	51%	A	24.06	6.83	50%	3.42	3.42	82.29
Home Improvement Superstore	862	1,000 SF GFA	2.29	42%	C	1.33	6.83	50%	3.42	3.42	4.55
Toy / Children's Superstore	864	1,000 SF GFA	5.00	30%	B	3.50	6.83	50%	3.42	3.42	11.97
Department Store	875	1,000 SF GFA	1.95	30%	B	1.37	6.83	50%	3.42	3.42	4.69
Pharmacy / Drugstore without Drive-Thru Window	880	1,000 SF GFA	8.51	53%	C	4.00	6.83	50%	3.42	3.42	13.68
Pharmacy / Drugstore with Drive-Thru Window	881	1,000 SF GFA	10.25	49%	C	5.23	6.83	50%	3.42	3.42	17.89
SERVICES											
Walk-In Bank	911	1,000 SF GFA	12.13	40%	B	7.28	3.39	50%	1.70	1.70	12.38
Drive-In Bank	912	Drive-in Lanes	27.07	35%	C	17.60	3.39	50%	1.70	1.70	29.92
Hair Salon	918	1,000 SF GLA	1.45	30%	B	1.02	3.39	50%	1.70	1.70	1.73
Tasting Room	970	1,000 SF GLA	7.31			7.31	3.39	50%	1.70	1.70	12.43

Notes:

*Uses data from ITE Trip Generation Manual 8th Edition

Key to Sources of Pass-by Rates:

- A: ITE Trip Generation Handbook 3rd Edition (September 2017)
- B: Estimated by Kimley-Horn based on ITE rates for similar categories
- C: 2021 Pass-By Tables for ITETripGen Appendices



CAPITAL IMPACT FEE ADVISORY COMMITTEE

FINANCIAL REPORT AS OF December 31, 2025

Impact Fees are authorized under Chapter 395 of the Texas Local Government Code and are defined as a charge imposed on new development to pay for the off-site construction or expansion of infrastructure facilities that are necessitated by and benefit the new development.



ALL CAPITAL IMPACT FEE FUNDS
(Revenues, Expenditures and Change in Fund Balance)
Reported through December 31, 2025

	STREETS	WATER	SEWER	TOTAL
REVENUES				
Impact Fees Collected	\$ 22,130,495	\$ 13,445,789	\$ 5,146,084	\$ 40,722,367
Investment Earnings	3,381,783	2,031,361	1,193,918	6,607,062
Transfer from Old Cells	1,019,614	-	-	1,019,614
TOTAL REVENUES	\$ 26,531,891	\$ 15,477,149	\$ 6,340,002	\$ 48,349,043
EXPENDITURES				
Transfer to Debt Service Fund	\$ 13,446,349	\$ 650,000	\$ 1,453,500	\$ 15,549,849
Completed Projects:				
Water Projects:				
Meadowcrest Pump Station	\$ -	\$ 387,551	\$ -	\$ 387,551
Highway 67 and Joe Wilson Water Line	-	62,449	-	62,449
Mansfield Road Water Line	-	751,038	-	751,038
Highway 67 Water Line	-	145,765	-	145,765
Joe Wilson Water Line-Phase I	-	576,709	-	576,709
South Lakeridge Parkway Water Line	-	520,594	-	520,594
2 MG Elevated Tank (Parkerville)	-	1,123,189	-	1,123,189
Joe Wilson Water Line-Phase II	-	284,915	-	284,915
Beltline Road Water Line	-	356,448	-	356,448
Joe Wilson Water Line-Phase III	-	750,000	-	750,000
Flameleaf Ground Storage & Pump Station	-	2,861,674	-	2,861,674
Duncanville Road Water Line	-	176,203	-	176,203
US 67 24-inch Water Line	-	1,190,986	-	1,190,986
Mansfield Road	-	761,240	895,833	1,657,073
Sewer Projects:				
Mountain Creek Sewer Station	-	-	1,195,760	1,195,760
FM 1382 Trunk Sewer and Lift Station	-	-	24,240	24,240
Stewart Branch Sewer Line	-	-	614,225	614,225
Bear Creek Sewer Lines	-	-	159,345	159,345
Baggett Branch Sewer Trunk	-	-	70,602	70,602
Bee Branch TRA Interceptor	-	-	402,068	402,068
Lake Ridge Lift Station/10" Force Main (07S2)	-	-	200,000	200,000
Streets: Land Purchase	396,679	-	-	396,679
Other costs:				
Impact Fee Studies	506,315	232,125	188,175	926,616
Other	11,904	27,070	10,836	49,810
Transfer to New Cells	1,019,614	-	-	1,019,614
TOTAL EXPENDITURES	\$ 15,380,861	\$ 10,857,955	\$ 5,214,584	\$ 31,453,401
NET CHANGE (AVAILABLE FUNDS)	\$ 11,151,030	\$ 4,619,194	\$ 1,125,418	\$ 16,895,642
CRF Collection FY16-FY25 (10-Year Period)				
CRF Collection FY25 YTD (Oct - Sep)	\$ 1,889,690	\$ 583,535	\$ 179,114	\$ 2,652,339
CRF Collection FY26 YTD (Oct - Jun)	\$ 142,786	\$ 115,842	\$ 35,420	\$ 294,048
Revenues Older than 10-year Collection Period	9,046,093	9,153,630	3,856,704	22,056,427



Street Capital Impact Fee Funds
(Revenues, Expenditures and Change in Fund Balance)
Reported through December 31, 2025

	CLOSED OUT FUNDS	ACTIVE				TOTALS	
		ZONE 1 FUND 321	ZONE 2 FUND 322	ZONE 3 FUND 323	ZONE 4 FUND 324		
REVENUES							
Impact Fees	\$ 4,049,077	\$ 1,294,769	\$ 7,844,635	\$ 7,266,983	\$ 1,675,031	\$ 22,130,495	
Investment Earnings	918,822	176,687	1,374,524	676,627	235,123	3,381,783	
Transfer from Old Cells	-	-	-	1,019,614	-	1,019,614	
TOTAL REVENUES	\$ 4,967,899	\$ 1,471,456	\$ 9,219,159	\$ 8,963,223	\$ 1,910,154	\$ 26,531,891	
EXPENDITURES							
	-						
Transfer to Debt Service Fund	3,797,878	895,419	4,590,247	3,276,199	886,606	13,446,349	
Bank Fees	10,678	124	782	225	95	11,904	
CRF Studies	139,730	91,371	90,327	98,145	86,743	506,315	
Transfer to New Cell/Misc.	1,019,614	-	-	-	-	1,019,614	
Land Purchase	-	-	396,679	-	-	396,679	
TOTAL EXPENDITURES	\$ 4,967,899	\$ 986,914	\$ 5,078,034	\$ 3,374,569	\$ 973,444	\$ 15,380,861	
NET CHANGE (AVAILABLE FUNDS)	\$ -	\$ 484,541	\$ 4,141,125	\$ 5,588,654	\$ 936,710	\$ 11,151,030	

Rolling 10-year Collection	\$ -	\$ 657,470	\$ 1,899,710	\$ 5,591,939	\$ 743,420	\$ 8,892,539
Current YTD Impact Fees	-	\$ -	\$ 31,290	\$ 91,586	\$ 19,910	\$ 142,786

Note: Per Texas Local Government Code Chapter 395, Impact Fee Revenues are required to be spent within 10 years of collection. The City is using the FIFO (first in, first out) method to calculate that funds are being spent within target 10 year range.

	ZONE 1	ZONE 2	ZONE 3	ZONE 4	TOTALS
Revenues Older than 10 yr.					
Collection Period	\$637,299	\$5,913,635	\$1,583,458	\$911,701	\$9,046,093
Impact fees spent within 10-year target range	✓	✗	✓	✓	✓
(Total exp > revenues more than 10 years old)	-\$349,616	\$835,601	-\$1,791,111	-\$61,743	-\$1,366,869



Water & Sewer Capital Impact Fee Funds
(Revenues, Expenditures and Change in Fund Balance)
Reported through December 31, 2025

	FUND 710	FUND 711	TOTALS
	(Water)	(Sewer)	
REVENUES			
Impact Fees			
Impact Fees Before FY2015	\$ 8,997,611	\$ 3,800,656	\$ 12,798,267
Impact Fees FY 2015	156,019	56,050	212,068
Impact Fees FY 2016	154,683	60,609	215,292
Impact Fees FY 2017	227,309	76,741	304,049
Impact Fees FY 2018	253,875	76,933	330,808
Impact Fees FY 2019	335,985	113,493	449,478
Impact Fees FY 2020	228,417	82,876	311,293
Impact Fees FY 2021	223,818	79,286	303,104
Impact Fees FY 2022	662,895	164,619	827,514
Impact Fees FY 2023	761,646	233,179	994,824
Impact Fees FY 2024	744,155	187,110	931,265
Impact Fees FY 2025	583,535	179,114	762,649
Impact Fees FY 2026 YTD	115,842	35,420	151,262
Total Impact Fees	13,445,789	5,146,084	18,591,873
Investment Earnings	2,031,361	1,193,918	3,225,279
TOTAL REVENUES	\$ 15,477,149	\$ 6,340,002	\$ 21,817,151
EXPENDITURES			
Transfer to Debt Service Fund	650,000	1,453,500	2,103,500
CRF Studies	259,195	199,012	458,207
Project expense	9,948,760	3,562,072	13,510,833
TOTAL EXPENDITURES	\$ 10,857,955	\$ 5,214,584	\$ 16,072,540
NET CHANGE (AVAILABLE FUNDS)	\$ 4,619,194	\$ 1,125,418	\$ 5,744,612
Rolling 10-year Collection	4,176,316	1,253,960	5,430,277
Current YTD Impact Fees	115,842	35,420	151,262
<i>Note: Per Texas Local Government Code Chapter 395, Impact Fee Revenues are required to be spent within 10 years of collection. The City is using the FIFO (first in, first out) method to calculate that funds are being spent within target 10 year range.</i>			
	FUND 5000	FUND 5001	TOTALS
	(Water)	(Sewer)	
Revenues Older than 10 yr. Collection Period	\$9,153,630	\$3,856,704	\$13,010,334
Impact fees spent within 10-year target range	✓	✓	✓
(Total exp > revenues more than 10 years old)	-\$1,704,325	-\$1,357,880	-\$3,062,206

CITY OF CEDAR HILL
CITY COUNCIL AGENDA ITEM

Agenda Date: 04/14/2026

Agenda Wording:

Consider authorizing the Mayor to execute documents related to the National Opioid Six Remnant Defendants Settlement.

Summary:

In November 2021, the City Council adopted Resolution No. R21-640, approving participation in the Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet. This action enabled the City to receive direct payments for opioid remediation efforts as part of nationwide settlements with opioid manufacturers and distributors. As with prior opioid settlements, funds received will be restricted to eligible opioid abatement uses.

Since that time, additional nationwide settlement agreements have been reached to resolve opioid-related litigation. The most recent proposed agreement, known as the National Opioid Six Remnant Defendants Settlement, involves six regional distributors and dispenser defendants. Participation in this settlement requires the City to execute a Combined Subdivision Participation and Release Form, which includes agreement to the settlement terms, release of claims against the participating defendants, and compliance with settlement requirements. By participating, the City agrees to release any existing or future claims against the participating defendants related to opioid litigation.

The deadline to opt in and submit the required documentation is May 4, 2026. Participation will allow the City to be included in the allocation of future settlement funds intended for opioid abatement and remediation efforts. While the exact allocation amount is not yet known, participation ensures eligibility for future settlement distributions based on statewide allocation formulas. There is no cost to participate in the settlement.

The attached settlement documents have been reviewed and approved as to form by legal counsel.

Recommended Action:

Authorize the Mayor to execute documents related to the National Opioid Six Remnant Defendants Settlement.

Attachments

New National Opioid Settlement

Department: Administration

Contact Name: Colby Collins

Phone Number: (972) 291-5100 Ext. 1013

Attachments: Yes

If yes, how many pages: 6



7900 Westpark Drive
Suite A100
McLean, VA 22102
(571) 397-2050
www.rubris.com

New National Opioids Settlement: Six Remnant Defendants
Notice and Claims Administrator

opioidsparticipation@rubris.com

To: Cedar Hill city, TX
Reference Number: CL-2026352

**THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW
NATIONAL OPIOIDS SIX REMNANT DEFENDANTS SETTLEMENT. YOU MUST TAKE
ACTION IN ORDER TO PARTICIPATE.**

Deadline: Monday, May 4, 2026

A new proposed national opioids settlement ("*Six Remnant Defendants Settlement*") has been reached with six regional distributors/dispenser defendants: Associated Pharmacies, Inc. (and American Associated Pharmacies); J M Smith Corporation; Louisiana Wholesale Drug Company, Inc.; Morris and Dickson Co.; North Carolina Mutual Wholesale Drug Company, Inc.; and United Natural Foods, Inc. (including its subsidiaries SuperValu and Advantage Logistics) (each individually, a "*Remnant Defendant*," and, collectively, the "*Six Remnant Defendants*"). This package is a follow-up communication to the *Notice of National Opioids Settlement* recently sent electronically.

You are receiving this package, which includes a *Combined Subdivision Participation and Release Form*, because your entity is eligible to participate.

This electronic envelope contains:

- A *Combined Subdivision Participation and Release Form* for the *Six Remnant Defendants Settlement* that your entity is eligible to join, including a release of any claims.

The *Combined Subdivision Participation and Release Form* must be executed, without alteration, and submitted on or before Monday, May 4, 2026, for your entity to be included in the initial participation calculations and payment eligibility under the *Six Remnant Defendants Settlement*.

The MDL Plaintiffs' Executive Committee recommends that subdivisions agree to the settlement. If a subdivision elects to participate in the *Six Remnant Defendants Settlement* by executing the *Combined Subdivision Participation and Release Form*, the subdivision elects to participate in the settlement as to all *Six Remnant Defendants*. A subdivision cannot elect to participate in the settlement as to fewer than all *Six Remnant Defendants*. Based upon *Combined Subdivision Participation and Release Forms* received on or before Monday, May 4, 2026, the participation rate will be used by each *Remnant Defendant* to



7900 Westpark Drive
Suite A100
McLean, VA 22102
(571) 397-2050
www.rubris.com

individually determine whether participation is sufficient to move forward. If the settlement moves forward, your release will become effective as to all *Remnant Defendants* that determine to move forward. If a *Remnant Defendant* determines not to move forward, your release as to that *Remnant Defendant* will not become effective.

You are encouraged to discuss the terms and benefits of the *Six Remnant Defendants Settlement* with your counsel. Information and documents regarding the *Six Remnant Defendants Settlement*, can be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented if additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Combined Subdivision Participation and Release Form* to the Notice and Claims Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Combined Subdivision Participation and Release Form* electronically through DocuSign will return the signed form to the Notice and Claims Administrator and associate your form with your entity's records. Electronic signature is the most efficient method for returning the *Combined Subdivision Participation and Release Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via Rubris Platform Portal*: If your entity is unable to return an executed *Combined Subdivision Participation and Release Form* using DocuSign, the signed *Combined Subdivision Participation and Release Form* may be submitted via the Rubris Platform Portal. Please utilize the link within the New National Opioid Settlement Notice email in order to upload your entity's *Combined Subdivision Participation and Release Form* directly to the Rubris Platform Portal.
- (3) *Manual Signature returned via electronic mail*: If your entity is unable to return an executed *Combined Subdivision Participation and Release Form* using DocuSign, the signed *Combined Subdivision Participation and Release Form* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your entity in the body of the email and use the subject line *Combined Subdivision Participation and Release Form – [Entity Name, Entity State] – [Reference ID]*.

Detailed instructions on how to sign and return the *Combined Subdivision Participation and Release Form*, including changing the authorized signer, can be found at National Opioid Settlement Website. You may also contact opioidsparticipation@rubris.com.



7900 Westpark Drive
Suite A100
McLean, VA 22102
(571) 397-2050
www.rubris.com

The sign-on period ends on Monday, May 4, 2026.

If you have any questions about executing the *Combined Subdivision Participation and Release Form*, please contact your counsel or the Notice and Claims Administrator at opioidsparticipation@rubris.com.

Thank you,
Notice and Claims Administrator

The Notice and Claims Administrator is retained to provide the settlement notice required by the settlement agreement referenced above and to manage the collection of settlement participation forms from the settlement.

EXHIBIT G

Six (6) Remnant Defendants'
Combined Subdivision Participation and Release Form
("Combined Participation Form")

Governmental Entity: Cedar Hill city	State: TX
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the six (6) Remnant Defendants' Settlement Agreement ("RDSA"), dated February 3, 2026, and described further in Paragraph 1, and acting through the undersigned authorized official, hereby elects to participate in the RDSA, release all Released Claims against all Released Entities, and agrees as follows:

1. The Governmental Entity hereby elects to participate in the RDSA as a Participating Subdivision with each of the following six (6) Remnant Defendants that are parties to the RDSA: (1) Associated Pharmacies, Inc. (and American Associated Pharmacies), (2) J M Smith Corporation, (3) Morris and Dickson Co., L.L.C., (4) Louisiana Wholesale Drug Company, Inc., (5) North Carolina Mutual Wholesale Drug Company, Inc., and (6) United Natural Foods, Inc. (and SuperValu).
2. The Governmental Entity is aware of and has reviewed the RDSA, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in the RDSA, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in the RDSA and become a Participating Subdivision as provided in the RDSAs.
3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in the RDSA. With respect to any Released Claims pending in *In Re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of six (6) Remnant Defendants listed in Paragraph 1 above substantially in the form found at <https://nationalopiodsettlement.com/additional-settlements/>.
4. The Governmental Entity agrees to the terms of each of the RDSA pertaining to Participating



Subdivisions as defined therein.

5. By agreeing to the terms of the RDSA settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the RDSA solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the MDL Court and agrees to follow the process for resolving any disputes described in the RDSA.
8. The Governmental Entity has the right to enforce the RDSA as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes of the RDSA, including without limitation all provisions related to release of any claims, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in the RDSA in any forum whatsoever. The release provided for in the RDSA is intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in the RDSA the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The RDSA shall be a complete bar to any Released Claim against the Released Entities.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the RDSA.
11. In connection with the releases provided in the RDSA, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.



A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims in the RDSA, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the RDSA.

12. The Governmental Entity understands and acknowledges that nothing herein is intended to modify in any way the terms of any of the RDSA, to which Governmental Entity hereby agrees. To the extent this Combined Participation Form is interpreted differently from the RDSA in any respect, the RDSA controls.

I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



**CITY OF CEDAR HILL
CITY COUNCIL AGENDA ITEM**

Agenda Date: 04/14/2026

Agenda Wording:

Consider approving Resolution No. R26-785, which authorizes the submission of a continuation grant application to the Motor Vehicle Crime Prevention Authority (MVPCA) for the lease of Automatic License Plate Readers (ALPR), Mobile Security Deterrence Trailers, and a Drone as First Responder (DFR).

Summary:

In 2025, we received a grant for \$14,250 for five ALPR cameras and \$43,333 for two security towers. In 2026, we received a grant for \$13,542 for five ALPR cameras and \$41,667 for two security towers.

The Cedar Hill Police Department desires to submit a continuation grant application to the Motor Vehicle Crime Prevention Authority (MVCPA) that will provide 80% funding to lease five Automatic License Plate Reader (ALPR) Cameras, two Motor Vehicle Security Deterrence Trailers and one Drone as First Responder (DFR). MVCPA provides financial support to law enforcement agencies to combat motor vehicle theft, motor vehicle burglary and fraud-related motor vehicle crimes. The Motor Vehicle Crime Prevention Authority requires a city match of 20%. The estimated cost to lease five ALPR Cameras is \$16,250, to lease two Motor Vehicle Security Deterrence Trailers is \$50,000, and an additional \$69,178 of new funding to lease one Drone as First Responder. The total amount of grant funds requested is \$112,857 and the total cash match is \$22,571 for a one-year lease.

The attached resolution has been reviewed and approved as to form by legal counsel.

Recommended Action:

Approve Resolution No. R26-785, as presented

Fiscal Impact

Fiscal Year: FY27
Funding Source: Grant
Amount Requested: \$112,857
Amount Budgeted: 0

Fiscal Year: FY27
Funding Source: Federal Forfeiture
Amount Requested: \$22,571
Amount Budgeted: 0

Attachments

Resolution R26-785

Department: Police

Contact Name: Chief Ely Reyes

Attachments: Yes

Phone Number: (972) 291-5181

If yes, how many pages: 3

RESOLUTION NO. R26-785

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CEDAR HILL, TEXAS, IN SUPPORT OF THE SUBMISSION OF AN APPLICATION FOR THE FY 27 MOTOR VEHICLE CRIME PREVENTION AUTHORITY SB 224 CATALYTIC CONVERTER GRANT FROM THE TEXAS MOTOR VEHICLE CRIME PREVENTION AUTHORITY, FOR CONTINUATION FUNDING FOR THE LEASE FOR MOBILE SECURITY DETERRENCE TRAILERS (Year 3 - \$50,000) AND FIVE AUTOMATIC LICENSE PLATE READERS (ALPR) STATIONARY CAMERAS (\$16,250) AND NEW FUNDING FOR ONE DRONE AS FIRST RESPONDER (DFR, \$69,178), TO BECOME EFFECTIVE UPON ITS PASSAGE AND APPROVAL; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Cedar Hill would like to submit a grant application in response to the Request for Application issued on March 16, 2026 from the Motor Vehicle Crime Prevention Authority, State of Texas, Senate Bill 224 Catalytic Converter Grant for Mobile Security Deterrence Trailer system (Lease) and five automatic license plate readers and one Drone as First Responder; and

WHEREAS, the City Council of the City of Cedar Hill finds it in the best interest of the citizens of Cedar Hill that this grant program will assist the Cedar Hill Police Department in combating motor vehicle theft, vehicle burglary and fraud-related motor vehicle crime; and assist in combatting catalytic converter thefts.

WHEREAS, under the provisions of Texas Transportation Code Chapter 1006 and Texas Administrative Code Title 43, Part 3, Chapter 57, entities are eligible to receive grants from the Motor Vehicle Crime Prevention Authority to provide financial support to law enforcement agencies for economic motor vehicle theft enforcement teams; and

WHEREAS, in the event of loss or misuse of grant funds, the City of Cedar Hill assures that the grant funds will be returned in full to Motor Vehicle Crime Prevention Authority; and

WHEREAS, the City Council of the City of Cedar Hill, designates the Assistant Chief as the City's authorized official to apply for, accept, decline, modify, or cancel the grant application for the Motor Vehicle Crime Prevention Authority Grant Program and all other necessary documents to accept said grant; and

WHEREAS, the said authorized official is given the power to apply for, accept, reject, alter, or terminate a grant application for Continuation Funding of Leases for the Mobile Security Deterrence Trailers and five automatic license plate readers and one Drone as First Responder with MVCPA on behalf of the City of Cedar Hill Police Department, Fiscal/Grant Coordinator is designated as the Program Director and the City Controller, is designated as the Financial Officer for this grant; and

WHEREAS, the City Council of the City of Cedar Hill will not use the existence of an award to offset or decrease total salaries, expenses, and allowances that the Cedar Hill Police Department receives from the City Council of Cedar Hill, at or after the time the grant is awarded.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE

RESOLUTION NO. R26-785

CITY OF CEDAR HILL, TEXAS, THAT:

SECTION 1. The City Council of the City of Cedar Hill hereby approves submission of the grant application for Continuation funding for the Leases for Mobile Security Deterrence Trailers and five Automatic License Plate readers and new funding for one Drone as First Responder to The Motor Vehicle Crime Prevention Authority.

SECTION 2. All provisions of any and all other Resolutions of the City found to be in conflict with the provisions of this Resolution are hereby repealed, and all other provisions of such other Resolutions not in conflict with the provisions of this Resolution shall remain in full force and effect.

SECTION 3. 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 become effective immediately from and after its passage and approval.

RESOLVED, PASSED and APPROVED by the City Council of the City of Cedar Hill, Texas, this the _____ day of _____, 2026.

Stephen Mason, Mayor

ATTEST:

Belinda Berg, City Secretary

**CITY OF CEDAR HILL
CITY COUNCIL AGENDA ITEM**

Agenda Date: 04/14/2026

Agenda Wording:

Consider approval of an agreement with Whirlix Design Inc. for the construction of Cedar Hill's Legacy Dog Park at the Trinity Church campus located at 1231 E. Pleasant Run Road, Cedar Hill, Texas.

Summary:

During the creation of the current Parks, Recreation, Trails, and Open Space Master Plan: The Green Imprint, the feedback gathered through public input meetings, mailed surveys, online surveys, Master Plan Committee member meetings, and the direction of City Council, a desire for a dog park was found to be one of the top priorities for development within the life of The Green Imprint. Cedar Hill, through a memorandum of understanding (MOU), has leased, for 30 years, 3.75 acres of Trinity Church property for the purpose of constructing Legacy Dog Park. Cedar Hill, through this MOU, has expressed their intent to fund and develop this 3.75-acre portion of Trinity Church property with separate areas for large and small dogs, fencing, shaded seating, solar lighting, as well as fund and develop the construction of a 750-foot-long sidewalk to connect the dog park to the existing Pleasant Run Road sidewalk and trail. Cedar Hill has also committed to maintaining these improvements once constructed. Cedar Hill will coordinate with Trinity Church, The Community Development Corporation, and The Parks and Recreation Board for an upcoming groundbreaking celebration. Whirlix Design Inc. is an active and approved vendor through The Interlocal Purchasing System (TIPS) as Vendor No. 11645 under TIPS contract No. 250104-02 for trades, labor, and materials. Utilizing TIPS satisfies all competitive bidding requirements under Chapter 252 of the Local Government Code. The attached agreement has been reviewed and approved as to form by legal counsel.

Recommended Action:

Approve the agreement with Whirlix Design Inc. for construction of Cedar Hill's Legacy Dog Park for an amount not to exceed \$1,300,000.

Fiscal Impact

Fiscal Year: 2026
Funding Source: CIP
Amount Requested: \$1,300,000
Amount Budgeted: \$1,400,000

Attachments

Agreement

Department: Parks and Recreation
Contact Name: Shawn Ray
Attachments: Yes

Phone Number: (972) 291-5130
If yes, how many pages: 11

CONTRACTOR SERVICES AGREEMENT

This Contractor Services Agreement (herein “Agreement”) is made and entered into by and between the CITY OF CEDAR HILL, TEXAS, a Texas Home-Rule Municipal Corporation (herein the “City”), and WHIRLIX DESIGN, INC. (herein the “Contractor”) as of the last date of execution set forth herein.

RECITALS

WHEREAS, the City agrees to hire Contractor for the construction of the Legacy Dog Park to be built on a, leased, 2.478-acre site at Trinity Church located at 1231 E. Pleasant Run Rd., in Cedar Hill, Texas, as more specifically described herein, in accordance with the terms of this Agreement; and

WHEREAS, Contractor represents that it is qualified and capable of performing the services set forth herein and is willing to enter into this Agreement with the City to perform such services.

NOW, THEREFORE, in consideration of the premises and covenants and conditions herein, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES AND SPECIFICATIONS

The scope of services and specifications to be rendered by Contractor are set forth in Contractor’s Proposal dated March 26, 2026, which is attached hereto as Exhibit A and incorporated herein for all purposes. In the event of any conflict or inconsistency between this Agreement and Exhibit A, the provisions of this Agreement shall control.

2. TERM

The term of this Agreement shall continue in full force and effect until Contractor fully performs its services to the reasonable satisfaction of the City, or until terminated as provided herein. Contractor’s work and services shall commence no later than thirty (30) days from the last date of execution hereof and shall be completed within six (6) months from said date, unless the parties agree otherwise.

3. PROFESSIONAL QUALITY

Contractor shall be responsible for the quality, technical accuracy, timely completion and coordination of services furnished by the Contractor and its agents, servants, employees and subcontractors under this Agreement. Contractor's work and services shall be consistent with those of a reasonable and prudent contractor performing the same or similar services in the Dallas-Fort Worth Metroplex.

4. LIABILITY

Approval by the City of the work or services performed by Contractor shall not in any way relieve Contractor of responsibility for the technical accuracy or quality of Contractor's work or services. The City's review, approval, acceptance of, or payment for, any of the Contractor's goods, work, or services shall not be construed to operate as a waiver of any of the City's rights under this Agreement or any cause of action by City against Contractor arising from or related to Contractor's performance or lack of performance under this Agreement.

5. COMPENSATION

The total compensation to be paid to Contractor is One Million, Two Hundred Thirty-Four Thousand, Fifteen and 62/100 Dollars (\$1,234,015.62) as specified in Exhibit A.

6. TERMINATION

Either party may cancel or terminate this Agreement, with or without cause, upon sixty (60) days' written notice to the other party. Upon receipt of such termination notice, Contractor shall immediately stop work, except as necessary to wind down or as City directs in writing. City will pay Contractor for satisfactory work performed and accepted through the effective date of termination.

7. INDEMNIFICATION AND INSURANCE

Contractor shall indemnify, save and hold harmless City, its officers, agents, employees, boards and commissions with respect to any claims or

demands, actions, damages, costs and expenses, including, without limitation, attorneys' fees and costs of litigation, arising from the death or injury of any person whomsoever, or any loss, damage or destruction of any property whatsoever, including loss of use, resulting directly or indirectly from any intentional, negligent or grossly negligent act, error or omission of Contractor, its agents, servants, employees, subcontractors, or other persons acting on Contractor's behalf and arising from or related to Contractor's performance under this Agreement.

Contractor further agrees to obtain and keep in force, at its sole cost and expense, throughout the term of this Agreement, and in a form and with a company satisfactory to the City, the following policies of insurance:

- A. Commercial General Liability insurance with combined single limits of not less than \$1,000,000.00 per occurrence/\$2,000,000 aggregate; and
- B. Automobile Liability insurance providing coverage for owned, non-owned, hired and leased vehicles of Contractor with combined single limits for injury or damage in any one (1) accident of \$1,000,000.00; and
- C. Statutory workers' compensation and employers' liability insurance as required by state law.

Contractor further agrees to name the City as an additional insured on the Commercial General Liability and Automobile Liability policies. Such insurance policies shall contain provisions to the effect that the naming of the City as an additional insured shall not affect any recovery to which the City would be entitled under the policies if the City was not so named, and that the insurance is primary and without contribution from any similar insurance available to the City.

Certificates of insurance verifying each of the above conditions and providing for thirty (30) days' prior written notice of cancellation or reduced coverage shall be submitted to the City within thirty (30) days of the execution of this Agreement.

8. INDEPENDENT CONTRACTOR

Contractor is and shall remain an independent contractor and not an employee, agent, partner, or joint venturer of or with the City, and nothing in this Agreement shall be construed otherwise. Contractor shall have sole control over the means, methods, and details of performing the services, shall supply and be responsible for its own labor, tools, equipment, and expenses, and shall be solely responsible for all applicable federal, state, and local taxes and contributions. Contractor and its personnel shall not be entitled to any City benefits or rights provided to City employees, and the City shall not be liable for Contractor's acts, errors, or omissions.

9. NOTICES

All notices and communications under this Agreement to be mailed or delivered to the City shall be sent to the address of the City as follows, unless and until the Contractor is otherwise notified:

Director of Parks & Recreation
City of Cedar Hill
285 Uptown Blvd., Ste. 100
Cedar Hill, TX 75104

All notices and communications under this Agreement to be mailed or delivered to Contractor shall be sent to the address of Contractor as follows, unless and until the City is otherwise notified:

Whirlix Design, Inc.
1916 K Avenue
Plano, TX 75074

10. ASSIGNMENT

This Agreement shall not be assignable in whole or in part without the written consent of the City.

11. SEVERABILITY

Should any word, phrase, sentence, paragraph or other provision or

portion of this Agreement be construed to be unlawful or unenforceable by a court of competent jurisdiction, such circumstance shall not affect the validity of the remaining portions of this Agreement which shall remain in full force and effect.

12. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and permitted assigns.

13. GOVERNING LAW AND VENUE

This Agreement shall be governed by, and its provisions construed in accordance with, the laws of the State of Texas. Venue for any action arising from or related to this Agreement shall be the State District Courts of Dallas County, Texas.

14. WAIVER OF JURY TRIAL

CONTRACTOR AND CITY AGREE THAT ALL DISPUTES ARISING FROM OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY AND ALL REPRESENTATIONS OR WARRANTIES, IF ANY, WHICH CANNOT BE RESOLVED THROUGH INFORMAL NEGOTIATIONS SHALL BE RESOLVED BY WAY OF A TRIAL BEFORE THE JUDGE OF A COURT OF COMPETENT JURISDICTION. CONTRACTOR AND CITY HEREBY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY. CONTRACTOR AND CITY ACKNOWLEDGE AND REPRESENT THAT THEY HAVE KNOWINGLY AND VOLUNTARILY WAIVED THEIR RESPECTIVE RIGHTS TO A JURY TRIAL WITH RESPECT TO ANY LEGAL MATTER OR DISPUTE ARISING FROM OR RELATED TO THIS AGREEMENT.

15. STATUTORILY MANDATED PROVISIONS

If Contractor (a) is not a sole proprietorship, (b) has 10 or more full time employees, and (c) is entering into this Agreement with the City for a value of \$100,000.00 or more, then by executing this Agreement, Contractor

certifies and represents that:

1. Israel Boycott. Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement, as that term is defined in Texas Government Code Chapter 2271 and Section 808.001.
2. Firearm Industry Discrimination. Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not engage in such discrimination during the term of this Agreement, as those terms are defined in Texas Government Code Chapter 2274.
3. Energy Company Boycott. Contractor does not boycott energy companies and will not boycott energy companies during the term of this Agreement, as that term is defined in Texas Government Code and applicable law, including Texas Government Code provisions enacted by S.B. 13 (87th Legislature) and any related Comptroller maintained lists.
4. Prohibited Foreign Business. Contractor is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Texas Government Code Sections 806.051, 807.051, or 2252.153 as a company engaged in business with Iran, Sudan, or a foreign terrorist organization, and the City is not prohibited from contracting with Contractor under Texas Government Code Chapter 2252, Subchapter F.

If any of the foregoing certifications become untrue during the term of this Agreement, Contractor shall promptly notify the City in writing. The City shall have the right to terminate this Agreement without penalty if Contractor is or becomes listed on a prohibited company list or is otherwise unable to truthfully make the foregoing certifications.

16. AMENDMENT AND WAIVER

No amendment or waiver of any provision of this Agreement and no consent to any departure from any provision or requirement of this Agreement, shall be effective or binding unless and until set forth in a

writing signed by each party, and then any such waiver or consent shall be effective only in a specific instance and for the specific purpose for which it was given. No notice or any other communication given by one party to the other party shall be construed to be or constitute approval or ratification by the other party of any matter contained or referred to in such notice, unless the same is consented to by the other party in writing.

17. LEGAL CONSTRUCTION

Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. The parties agree that this Agreement or any provision of this Agreement shall not be construed in favor of or against any party on the basis that the party did or did not author this Agreement or any provision hereto. This Agreement and all the terms and provisions herein shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Agreement.

18. FUNDING OUT / APPROPRIATIONS

The City's obligations under this Agreement are contingent upon the availability and appropriation of funds by the City Council in each fiscal year of this Agreement. If funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year, this Agreement shall automatically terminate at the close of the fiscal year for which funds were appropriated. In such event, the City shall have no liability to Contractor for any damages, losses, or expenses arising after the termination date, except to compensate Contractor for work properly performed and accepted prior to such termination.

19. GOVERNMENTAL IMMUNITY

Nothing in this Agreement shall be construed to waive the City's sovereign or governmental immunity, including immunity from suit and immunity from liability, except to the limited extent expressly provided by applicable law. This Agreement shall not create any additional liability of the City beyond that which is established by Texas law.

20. DEBARMENT AND ELIGIBILITY

By executing this Agreement, Contractor represents and warrants that it is not debarred, suspended, or otherwise declared ineligible from participation in contracts with any state or federal agency, and that no owner, partner, or officer of Contractor is so debarred or suspended. Contractor further agrees to comply with all applicable state and federal laws, rules, and regulations in the performance of this Agreement.

21. FORM 1295 DISCLOSURE

Contractor acknowledges that this Agreement may be subject to the disclosure requirements of Texas Government Code §2252.908. If required, Contractor shall timely file Form 1295 (Certificate of Interested Parties) with the Texas Ethics Commission and provide the City with a copy of the filed certificate prior to the City's execution of this Agreement.

22. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties, and there exist no other written or oral understandings, agreements or assurances with respect to any matters except as set forth herein. Unless expressly stated, this Agreement confers no rights to or upon any person or entity that is not a party hereto.

[Remainder of page intentionally blank. Signature page follows.]

AGREED and **EXECUTED** as of the last date of execution by the parties below.

CITY OF CEDAR HILL, TEXAS:

By: _____
Stephen Mason, Mayor

Date: _____

ATTEST:

Belinda Berg, City Secretary

APPROVED AS TO FORM:

Ron G. MacFarlane, Jr., City Attorney

**CONTRACTOR:
WHIRLIX DESIGN, INC.**

By: David Paquette
David J. Paquette, CPSI
Vice President of Operations

Date: 3.30.2026



TIPS Contract 250104-02
Trades, Labor and Materials
Vendor #11645

Date: 03/26/2026

Project: Cedar Hill Dog Park – Option 2; no DG pathway or approach, no limestone block seats

Location: Cedar Hill Tx

To: Josh McLerran

Proposal Expires: 30 Days from The Above Date

PROPOSAL: Construction of New Dog Park per City provided Plan Set/Conversations

Site Construction:		
Mobilization, General Conditions		\$102,351.35
Site Set Up, SWPPP, Demolition,		\$22,725.83
Earthwork		\$52,381.55
Utilities		\$85,643.55
Concrete		\$151,831.55
Site Electrical		\$191,169.81
Structures		\$118,293.76
Vinyl Coated Chain Link Fencing		\$160,467.69
MDF Fountains		\$45,875.81
Park Monument Signage		\$46,114.47
Landscaping		\$89,160.71
Irrigation		\$93,520.70
Limestone Block Seating (Option 2 Deleted per JM)		\$0.00
Granite Pathways (Option 2 Deleted per JM)		\$0.00
	SUBTOTAL	\$1,159,536.78
Subtotal Construction cost (including COI):		\$1,159,536.78
Contract Coefficient:	1.05	\$57,976.84
Subtotal Including Coefficient:		\$1,217,513.62
Bonding:	%	\$16,502.00
Owner Controlled Contingency:		\$0.00
TOTAL PROPOSAL PRICE		\$1,234,015.62

Base Bid Inclusions:

- o Pricing subject to change relative to any changes to final design or construction submittals
- o **This proposal pricing utilizes TIPS contract #250104-02**
- o **Turnkey Construction:** Site Set up (SWPPP, Temp Fencing, Porta Potty, Demolition), Earthwork, Site Utilities, Site Electrical, Shade Structures, Chain Link Fencing, New Park Monument Signage, and Landscaping and Irrigation .
- o Full Submittal Package
- o Warranty As Specified – Best in the Business!
- o Certified Installation

(Inclusions and exclusions continued on page 2)

EXHIBIT A

- o Freight
- o Concept based proposal from site evaluations and scope determined above
- o RSMMeans line item may be provided upon owner request
- o This proposal includes performance and payment bond per Texas law

Base Bid Exclusions (unless otherwise noted):

- o Sales Tax
- o Craning of Equipment
- o Textura, Oracle, etc.
- o Construction Management Software Required for a Specific Project
- o Logistical Issues that Prevent Truck or Equipment Access to Site
- o Remobilization Charges Due to Weather or Project Delays
- o Offsite Storage of Equipment Due to Weather or Project Related Delays
- o On Site Security
- o Permitting, Inspections, Water Meter and impact fees
- o Third Party Inspection or Testing
- o No soil conditioning quoted under DG Pathways
- o Reduced Tree Count by Half
- o Reduced Solar Lighting by half and VE to direct bury pole. No drilled Concrete Pier Quoted for Light Poles
- o No haul off of spoils quoted. Excess spoils to be spread across site
- o No Irrigation Controller Quoted; City is to Provide
- o Limestone Block Seating (Option 2 Deleted per JM)
- o Granite Pathways (Option 2 Deleted per JM)
- o No site furnishings quoted; City is to provide and install (Picnic Tables. Park Benches and Dog Waste Stations)

Terms: Net 30 for Existing Customers. All new customers are subject to a credit check and Possible deposit. Payment terms will be based, in part, on credit review that is pulled from The Experian Business Division. Pursuant to Tex. Prop. Code § 53.159, Whirlix will need all Bond information at the time of signed proposal, contract, and / or deposit.

All taxes now or hereafter levied by federal, state or local authority upon the sale of any of the forgoing products to be paid for by the purchaser. All quotations are subject to the conditions printed on the following pages, if any and when accepted are subject to the approval of an officer of this company.

Prepared by Matt Pascoe Whirlix Design Inc · mpascoe@whirlix.com · 945-867-2597

Acceptance of Approval: The above prices, specifications, and conditions are satisfactory and accepted. You are hereby authorized to provide all items described above. Any balances not paid within thirty (30) days of the date of the invoice shall accrue interest at the rate of 18% per annum. Any action to construe, declare or enforce this contract shall only be brought in a court of competent jurisdiction with venue lying solely and exclusively in Dallas County, Texas. The prevailing party in any action brought to construe, declare or enforce this contract shall be entitled to recover its actual attorney's fees, attorney's travel time charges and expenses, paralegal fees, computer access and utilization charges, expert witness fees and expenses, costs, expenses and expenses of investigation, discovery, and litigation. The parties to this contract expressly waive the right to trial by jury of any cause of action or defense pertaining to this contract. The above prices, specifications, and conditions are satisfactory and accepted. You are hereby authorized to provide all items described above.

Date: _____ **Signature:** _____