



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

**Monday, July 28, 2014 - 7:00 PM**

---

**CALL TO ORDER**

**INVOCATION:** Ministerial Alliance

**PLEDGE OF ALLEGIANCE:** Councilmember Carol Strain-Burk

**CITIZENS' COMMENTS:**

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

**CONSENT AGENDA:**

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

- C1. Consider approval of minutes from the City Council Special Meeting held June 3 & 4, 2014 and City Council Regular Meeting held July 14, 2014.
- C2. Consider a resolution approving the terms and conditions of the City owned T-Hangar non-commercial lease from building 670 at the Lancaster Regional Airport.
- C3. Consider a resolution approving the terms and conditions of the City owned tie down T-Spot non-commercial lease at the Lancaster Regional Airport.

**ACTION:**

- 4. Consider a resolution authorizing the award of Bid No. 2014-164 to Blue Cross Blue Shield for employee medical administration with a Health Savings Account (H S A) option; and authorizing United Concordia for dental administration, Dearborn National for basic and voluntary life, accidental death and dismemberment, and long term disability; Discovery for flexible spending and the Section 125 Plan; Conexis for COBRA administration; and Alliance Work Partners for Employee Assistance Program administration.
- 5. Discuss and consider a resolution to amend a Memorandum of Understanding by and between Con-Way Truckload, Inc. and the City of Lancaster.
- 6. Consider and discuss a resolution to authorize an Interlocal/License Agreement for the Southwest 120/96 inch Water Transmission Pipeline Project by and between the City of Dallas, and the City of Lancaster.

7. Discuss and consider a resolution to support the Regional Transportation Council's (RTC) resolution to promote the adequate funding of transportation.
8. Consider a resolution adopting City Council Goals and Objectives obtained in the June 2014 City Council Retreat Report.

## ADJOURNMENT

---

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

---

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

---

### Certificate

**I hereby certify the above Notice of Meeting was posted at the Lancaster City Hall on July 25, 2014 @ 12:35 p.m. and copies thereof were provided to the Mayor, Mayor Pro-Tempore, Deputy Mayor Pro-Tempore and Council members.**



---

Sorangel O. Arenas  
City Secretary



**SUPPLEMENTAL AGENDA TO THE  
NOTICE OF REGULAR MEETING**

**LANCASTER CITY COUNCIL  
MUNICIPAL CENTER CITY COUNCIL CHAMBERS  
211 N. HENRY STREET, LANCASTER, TEXAS**



**Monday, July 28, 2014 – 7:00 P.M.**

**EXECUTIVE SESSION:**

The City Council shall convene into closed executive session pursuant to Section § 551.071 of the Texas Local Government Code to seek legal advice from the City Attorney on matters in which the duty of the attorney to the governmental body requires confidential legal advice regarding:

- (a) License and use agreement by and between the Lancaster Chamber of Commerce and the City of Lancaster, Texas

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

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

**Certificate**

**I hereby certify the above Notice of Meeting was posted at the Lancaster City Hall on July 25, 2014 @ 4:40 p.m. and copies thereof were provided to the Mayor, Mayor Pro-Tempore, Deputy Mayor Pro-Tempore and Council members.**

---

Sorangel O. Arenas  
City Secretary

# LANCASTER CITY COUNCIL

Item 1

## Agenda Communication

July 28, 2014

---

**Consider approval of minutes from the City Council Special Meeting held June 3 & 4, 2014 and City Council Regular Meeting held July 14, 2014.**

---

### Background

Attached for your review and consideration are minutes from the:

- City Council Special Meeting held June 3 & 4, 2014 (strategic planning)
- City Council Regular Meeting held July 14, 2014

---

### **Submitted by:**

Sorangel O. Arenas, City Secretary

## MINUTES

### LANCASTER CITY COUNCIL MEETING OF JULY 14, 2014

The City Council of the City of Lancaster, Texas, met in Regular session in the Council Chambers of City Hall on July 14, 2014 at 7:00 p.m. with a quorum present to-wit:

#### **Councilmembers Present:**

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

#### **Councilmembers Absent:**

Mayor Marcus E. Knight  
Marco Mejia

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

Opal Mauldin Robertson, City Manager  
Rona Stringfellow, Assistant City Manager  
Cynthia Pearson, Finance Director  
Baron Sauls, Assistant Finance Director  
Cheryl Wilson, Police Chief  
Jim Brewer, Director Public Works  
Andrew Waits, Water/Wastewater Superintendent  
Robert E. Hager, City Attorney  
Sorangel O. Arenas, City Secretary

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

Mayor Pro Tem Daniels called the meeting to order at 7:00 p.m. on July 14, 2014.

#### **Invocation:**

Deacon Jones with Ministerial Alliance gave the invocation.

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

Deputy Mayor Pro Tem LaShonjia Harris led the pledge of allegiance.

#### **Consent Agenda:**

City Secretary Arenas read the consent agenda.

- C1. Consider approval of minutes from the City Council Regular Meeting held June 23, 2014.**
- C2. Consider a resolution approving terms and conditions of the City owned T-Hangar non-commercial lease from building 700 at the Lancaster Regional Airport.**

**MOTION:** Councilmember Strain-Burk made a motion, seconded by Councilmember Jaglowski, to approve consent items C1 – C2. The vote was cast 5 for, 0 against [Knight, Mejia absent].

**3. Discuss and consider a resolution accepting the Comprehensive Annual Financial Report (CAFR) for the fiscal year ended September 30, 2014.**

City Manager Mauldin-Robertson stated that Finance Director Pearson, Assistant Finance Director Sauls, and a representative from the BKD auditing group were available to answer any questions.

**MOTION:** Councilmember Strain-Burk made a motion, seconded by Councilmember Jaglowski, to approve the Comprehensive Annual Financial Report. The vote was cast 5 for, 0 against [Knight, Mejia absent].

**4. Consider a resolution of the City of Lancaster, Texas authorizing Dallas County to resell 2542 Sunny Meadows Rd., a tax foreclosed property, by public or private sale, to the highest qualified purchaser, as provided by Section 34.05 of the Texas Property Tax Code.**

Councilmember Morris asked if someone had already requested to purchase this property. City Manager Mauldin-Robertson stated there was not an offer on this property.

**MOTION:** Councilmember Morris made a motion, seconded by Councilmember Strain-Burk, to approve a resolution authorizing Dallas County to resell 2542 Sunny Meadows Rd. The vote was cast 5 for, 0 against [Knight, Mejia absent].

**5. Consider a resolution (1) rescinding the award to Good Earth Corporation for Litter Removal Services and authorizing (2) re-award of RFP 2014-161 for an annual contract for litter removal services to T. Smith Lawn Service in an amount not to exceed \$92,820.00.**

City Manager Mauldin-Robertson stated that Good Earth Corporation withdrew their bid on June 9<sup>th</sup> and staff is asking council to rescind the award and re-award T. Smith lawn services. Director of Public Works Jim Brewer is available for any questions.

**MOTION:** Councilmember Strain-Burk made a motion, seconded by Councilmember Jaglowski, to approve a resolution (1) rescinding the award to Good Earth Corporation for Litter Removal Services and authorizing (2) re-award the contract to T. Smith Lawn Service. The vote was cast 7 for, 0 against [Knight, Mejia absent].

**6. Consider a resolution awarding a unit price bid #2014-143 for water meters.**

City Manager Mauldin-Robertson stated that this resolution would allow the city to lock in a price for the water meters and Director Brewer and Water/Wastewater Superintendent Andrew Waits were available to answer questions.

Deputy Mayor Pro Tem Harris asked Director Brewer to explain why meters were being replaced. Director Brewer stated that the water meter registers have a battery life span of five years, resulting in the city's effort to replace them. The replacements will have up-to-date technology and improve efficiency.

**MOTION:** Councilmember Strain-Burk made a motion, seconded by Councilmember Jaglowski, to approve a resolution awarding a unit price bid #2014-143. The vote was cast 5 for, 0 against [Knight, Mejia absent].

**7. Consider a resolution awarding a unit price bid #2014-144 for water and sewer pipe parts.**

City Manager Mauldin-Robertson stated that this would also allow the city to maintain a fixed price for obtaining those parts needed for routine maintenance.

**MOTION:** Councilmember Strain-Burk made a motion, seconded by Councilmember Jaglowski, to approve the resolution awarding a unit price bid #2014-144. The vote was cast 5 for, 0 against [Knight, Mejia absent].

**8. Consider a resolution awarding a unit price bid #2014-145 for water and sewer pipe.**

**MOTION:** Councilmember Strain-Burk made a motion, seconded by Councilmember Jaglowski, to approve the resolution awarding a unit price bid #2014-145. The vote was cast 5 for, 0 against [Knight, Mejia absent].

**MOTION:** Councilmember Strain-Burk made a motion, seconded by Councilmember Jaglowski, to adjourn. The vote was cast 5 for, 0 against [Knight, Mejia absent].

The meeting was adjourned at 7:20 p.m.

**ATTEST:**

**APPROVED:**

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

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

## MINUTES

### LANCASTER CITY COUNCIL MEETING OF JUNE 3 & 4, 2014

The City Council of the City of Lancaster, Texas, met on June 3, 2014 in a special meeting for the first day of strategic planning at the Lancaster Recreation Center, 1700 Veterans Memorial Parkway at 8:37 a.m. with a quorum present to-wit:

#### **Councilmembers Present:**

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

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

Opal Mauldin Robertson, City Manager  
Rona Stringfellow, Assistant City Manager  
Sorangel O. Arenas, City Secretary  
Sean Johnson, Managing Director of Quality of Life & Cultural Services  
Thomas Griffith, Fire Chief  
Cheryl Wilson, Police Chief  
Jim Brewer, Director of Public Works  
Ed Brady, Director of Economic Development  
Julia Novak, The Novak Consulting Group, facilitator

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

Mayor Knight called the meeting to order at 8:32 a.m. on June 3, 2014.

City Council met on the first day of a two day strategic planning session.

Facilitator Novak welcomed everyone and asked participants to share their expectations for the planning session. Facilitator Novak reviewed norms for the meeting.

Statements were given to each councilmember prior to the session and were asked to have them completed for discussion.

- I serve my community on this governing body because...
- What I enjoy most about being on this governing body is...
- What frustrates me most about the process of governing is...
- What I contribute to the decision making process of the City Council is...
- I think this governing body does \_\_\_\_\_ extremely well.
- I think this governing body could do a better job of \_\_\_\_\_
- In the coming year I plan to \_\_\_\_\_, to help make this governing body being an (even more) effective body.

Facilitator Novak led discussions regarding the statements and the answers brought forth by council. Council revisited their "take away" qualities and issues from last year and shared how they had worked on and improved those attributes since then which was followed by discussions on honesty and positive statements.

City Council started a working lunch at 12:00 p.m.

The governing body discussed and agreed on a process to place an item on an agenda as follows;

- The request, whether policy or operational, shared with full body,
- Staff would commit no more than two hours of time and a maximum of two page memo in preliminary review of the issue,
- The item will then be placed on an agenda at which time the full Council will determine whether follow up is desired.

To conclude the morning session each participant was asked to share one positive word that described each person.

The City's Executive Team joined the council at 2:00 p.m. for the afternoon session.

Facilitator Novak asked that each Executive Team member introduce themselves to include their name, position, and their expectations for the retreat.

Facilitator Novak gave a presentation regarding staff and council roles and led a discussion in which Staff was asked to discuss what it expected of City Council and City Council was asked to discuss what it expected of staff as well as what all parties were willing to commit to.

The first day of the retreated concluded with each participant sharing when they say Lancaster at its best.

Mayor Knight recessed the meeting at 4:37 p.m.

### **LANCASTER CITY COUNCIL MEETING OF JUNE 4, 2014**

The City Council of the City of Lancaster, Texas, reconvened on June 4, 2014 at the Lancaster Recreation Center, 1700 Veterans Memorial Parkway at 8:35 a.m. with a quorum present to-wit:

#### **Councilmembers Present:**

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

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

Opal Mauldin Robertson, City Manager  
Rona Stringfellow, Assistant City Manager  
Sorangel O. Arenas, City Secretary  
Sean Johnson, Managing Director of Quality of Life & Cultural Services  
Thomas Griffith, Fire Chief  
Cheryl Wilson, Police Chief  
Jim Brewer, Director of Public Works  
Ed Brady, Director of Economic Development  
Julia Novak, The Novak Consulting Group, facilitator

Facilitator Novak opened the second day of the planning session with a recap of the previous day's discussions and asked participants to share what they felt went well in the previous day's retreat.

City Council reviewed the existing Key Performance Areas which include:

- Financially Sound City Government
- Civic Engagement
- Healthy, Safe and Vibrant Neighborhoods
- Professional and Committed City Workforce
- Sound Infrastructure
- Quality Development

Council determined that the existing six Key Performance Areas remain essential to achieving the Lancaster Vision. Facilitator Novak led Council in defining potential initiatives under each of the six key areas outlined above. City Council and staff broke into groups to revisit and discuss the verbiage of the key performance areas.

City Council recessed for lunch at 11:05 a.m.

Council was asked to consider the key performance areas and brainstorm new initiatives that should be considered. Facilitator Novak led the group in an exercise to share their new ideas. The participants once again broke into groups to answer the following questions about each new initiative.

- What problem are we solving?
- What does success look like?

With additional discussion, City Council prioritized target initiatives for the upcoming fiscal year to include: TIF District in Downtown and Other Strategic areas, Bathrooms at Bear Creek Park, Increase the Council training budget, Cement Board, Street Maintenance funding, Rental Registration Program, Promote Campus District: Implementing an already adopted plan, Enhanced entryways, high end home development, and Debt policy.

Council concluded with reflections on this year's planning session and expressed appreciation to Ms. Novak and staff.

The meeting was adjourned at 2:55 p.m.

**ATTEST:**

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

**APPROVED:**

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

# LANCASTER CITY COUNCIL

Item 2

## Agenda Communication

July 28, 2014

---

Consider a resolution approving the terms and conditions of the City owned T-Hangar non-commercial lease from building 670 at the Lancaster Regional Airport.

---

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

**Goal: Sound Infrastructure**

---

### **Background**

The City owns and leases five rows of T-hangars (buildings 660-700) of three different sizes based off aircraft wingspan. There are 92 units that the City rents for aircraft storage with end cap commercial spaces on the east end of each hangar row. The City T-hangars are near full occupancy most of the time. This agenda item brings forward a non-commercial lease agreement for T-hanger 670-112 (1018 sqft) for a tenant, Mr. Charles Couch.

### **Considerations**

- **Operational** - The City T-hangar non-commercial lease is used for private aircraft owners.
- **Legal** - The lease agreement was reviewed and approved by the City Attorney.
- **Financial** - Lease rates vary based on size of the hangar. All rates were approved in the month.
- **Public Information** – This item is being considered at a meeting of the City Council noticed in accordance with the Texas Open Meetings Act.

### **Options/Alternatives**

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

### **Recommendation**

Staff recommends approval of the resolution.

**Attachments**

- Resolution
  - Exhibit "A" Lease Agreement
- 

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

**RESOLUTION NO.**

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

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

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

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

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

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

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

**DULY PASSED** and approved by the City Council of the City of Lancaster, Texas, on this the 28<sup>th</sup> day of July 2014.

**ATTEST:**

**APPROVED:**

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

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

**APPROVED AS TO FORM:**

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



# LANCASTER ReGIONAL AIRPORT

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

### Non-Commercial Tenants

This CONTRACT and AGREEMENT OF LEASE, made this **28th** day of **July**, 2014, between the City of Lancaster, Texas, a municipal corporation, ("LESSOR") and **Charles Couch**, (LESSEE"), evidences the following:

I.

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

1. **Premises:** Hangar Row and Suite **670-112**, located at the Airport, and consisting of approximately **1018** square feet ("Leased Premises").
2. **Uses:** The leased premises shall be used and occupied only for the storing of aircraft owned, leased, and/or legally operated by LESSEE and related equipment. The leased premises shall be used and occupied only for the personal, business, and/or private use of the LESSEE. LESSEE shall provide LESSOR with a copy of the FAA Certificate of Aircraft Registration for the aircraft to be stored under this agreement. If the registration is not in the name of LESSEE, a copy of a valid lease or other documentation showing a possessory interest in the aircraft shall be provided. LESSEE shall not store non-aviation items such as house hold goods in leased premises. LESSEE shall not use the leased premises for any on going business or commercial operations warehousing goods or services for sale to third parties.
3. **Term:** The term of this lease will be from month to month, beginning the **28<sup>th</sup>** day of **July** 2014. Either party may cancel and terminate this agreement by serving thirty (30) days written notice of its election to do so.
4. **Rent:** LESSEE shall pay LESSOR as rent **\$205.00** per month, due and payable in advance on the first day of each month.

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

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

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

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

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

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

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

## II.

### STANDARD TERMS AND PROVISIONS

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

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

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

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

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

made.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LESSEE: Charles Couch  
  
5605 N. Macarthur Blvd, Ste 860  
  
Irving, TX 75038  
  
214-616-3832  
  
charlesdcouch@gmail.com

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

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

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

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

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

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

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

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

CITY OF LANCASTER, LESSOR

LESSEE:

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

\_\_\_\_\_

ATTEST:

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

# LANCASTER CITY COUNCIL

Item 3

## Agenda Communication

July 28, 2014

---

Consider a resolution approving the terms and conditions of the City owned tie down T-Spot non-commercial lease at the Lancaster Regional Airport.

---

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

**Goal: Sound Infrastructure**

---

### **Background**

The City owns and leases tie down T-Spots on the airport ramp. There are 72 spots that the City rents for aircraft outdoor storage. This agenda item brings forward a non-commercial lease agreement for T-Spots 60 & 61 for a tenant, Connector Specialists, Inc c/o Mr. Rick Prindle.

### **Considerations**

- **Operational** - The City T-Spot non-commercial lease is used for private aircraft owners.
- **Legal** - The lease agreement was reviewed and approved by the City Attorney.
- **Financial** - All rates were approved in the City's Master Fee Schedule. The monthly rate for this T-Spot is \$30.00 per month. The total rent for two T-Spots is \$60 per month.
- **Public Information** – This item is being considered at a meeting of the City Council noticed in accordance with the Texas Open Meetings Act.

### **Options/Alternatives**

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

### **Recommendation**

Staff recommends approval of the resolution.

**Attachments**

- Resolution
  - Exhibit "A" Lease Agreement
- 

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

**RESOLUTION NO.**

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

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

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

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

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

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

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

**DULY PASSED** and approved by the City Council of the City of Lancaster, Texas, on this the 28<sup>th</sup> day of July 2014.

**ATTEST:**

**APPROVED:**

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

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

**APPROVED AS TO FORM:**

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



# LANCASTER ReGIONAL AIRPORT

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

### Non-Commercial Tenants

This CONTRACT and AGREEMENT OF LEASE, made this **28th** day of **July 2014**, between the City of Lancaster, Texas, a municipal corporation, ("LESSOR") and Connector Specialists, Inc c/o Rick Prindle, (LESSEE"), evidences the following:

I.

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

1. **Premises:** Tie down **T-Spots 60 & 61**, located at the Airport, and consisting of approximately 800 square feet ("Leased Premises").
2. **Uses:** The leased premises shall be used and occupied only for the storing of aircraft owned, leased, and/or legally operated by LESSEE and related equipment. The leased premises shall be used and occupied only for the personal, business, and/or private use of the LESSEE. LESSEE shall provide LESSOR with a copy of the FAA Certificate of Aircraft Registration for the aircraft to be stored under this agreement. If the registration is not in the name of LESSEE, a copy of a valid lease or other documentation showing a possessory interest in the aircraft shall be provided. LESSEE shall not store non-aviation items such as house hold goods in leased premises. LESSEE shall not use the leased premises for any on going business or commercial operations warehousing goods or services for sale to third parties.
3. **Term:** The term of this lease will be from month to month, beginning the 1st day of January 2014. Either party may cancel and terminate this agreement by serving thirty (30) days written notice of its election to do so.
4. **Rent:** LESSEE shall pay LESSOR as rent **\$30** per month per T-spot, due and payable in advance on the first day of each month.

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

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

- b. All payments not received by the 10<sup>th</sup> of each month shall constitute a default

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

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

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

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

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

## II.

### STANDARD TERMS AND PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

of any items left behind upon the premises.

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

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

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

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

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

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

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

LESSEE: Connector Specialists, Inc  
c/o Rick Prindle  
  
2033 W. McDermott Dr., Ste 320, Box 281  
  
Allen, TX 75013  
  
972-467-0091  
  
RPrin81855@aol.com

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

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

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

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

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

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

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

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

CITY OF LANCASTER, LESSOR

LESSEE:

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

\_\_\_\_\_

ATTEST:

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

# LANCASTER CITY COUNCIL

Item 4

## Agenda Communication

July 28, 2014

---

**Consider a resolution authorizing the award of Bid No. 2014-164 to Blue Cross Blue Shield for employee medical administration with a Health Savings Account (H S A) option; and authorizing United Concordia for dental administration, Dearborn National for basic and voluntary life, accidental death and dismemberment, and long term disability; Discovery for flexible spending and the Section 125 Plan; Conexis for COBRA administration; and Alliance Work Partners for Employee Assistance Program administration.**

---

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

**Goal: Financially Sound City Government**

---

### **Background**

The City released an RFP for competitive bids to provide the City with fully insured medical, fully insured dental, basic and voluntary life/AD&D, Long Term Disability, Section 125 administration and Employee Assistance Program.

The City has been with Aetna beginning the 2011-2012 fiscal year. The City is continuing to see improvements in its claims experience since fiscal year end 2011 – 2012. The loss ratio (Claims / Premium) has decreased from 91.7% for year end 2012-2012 to 70.8% for plan year 2012-2013 to 61.7% over the past 12 months.

The City currently is in the second year of offering a High Deductible Health Plan (HDHP) and Health Savings Account (HSA) plan option to assist in controlling future health care costs. The City also continued premium incentives for employees who received an annual physical and who didn't use tobacco.

### **Health Insurance**

The initial health insurance renewal released by Aetna represented a 10.5% or \$211,308 increase to the City. Through a formal RFP process, IPS Advisors, the City's insurance consultant, renegotiated this increase down to -5.0% or -\$100,618 savings to the City. While Aetna's renegotiated quote was a reduction in cost, the market produced even more favorable results through the RFP process. The City received a best and final quote from BlueCross BlueShield representing a -12.74% or -\$256,327 savings to the City. United Healthcare also presented during the RFP finalist process however were only able to offer rates at 0.34% above current resulting in an increase of \$6,904.

Recommendations for the health plan for 2014/2015 plan year include:

- A carrier change to BlueCross Blue Shield of Texas is recommended for the 2014-2015 renewal cycle. Although Aetna has provided a renegotiated renewal at -5%, BCBS has provided a -12.7% renewal offer substantially matching current plan designs. This difference represents an additional -7.7% or \$155,708 of savings. Total savings from moving to BCBS represents \$256,327 when compared to the City's current premium costs. Furthermore, BCBS is offering a \$5,000 wellness allowance for the City's use.
- It is recommended to alter the current employer premium subsidy strategy for the 2014-2015 plan year. The City currently subsidizes 100% of the employee only cost for the HDHP and 50% for dependents across all plans. Reducing dependent subsidies to 46.9% will allow the City to capture savings that may be reallocated to employees in the form of a deposit to the HSA bank account. Employees would see rates decrease by -7.4% from current across all plans and tiers (except \$0 employee only HDHP). It is recommended to alter the current employer funding of \$1,348 for employee and \$2,696 for dependents to \$1,500 for employee and \$3,000 for dependents for the 2014 – 2015 plan year.
- It is recommended for the City to renew with Methodist Health Systems for the City's wellness program. This program includes Health Risk Assessments, Fitness and Nutrition Tools, Wellness Workshops, Incentive Management and Employer and Employee Risk Factor reporting. Included in BCBS' proposal is a wellness credit of \$5,000 that may be used offset costs incurred through the wellness program offered through Methodist Health Systems.
- For the 2014-2015 plan year, it is recommended to continue the physician surcharge of \$25 a month to employees who do not have an annual physical by December 31, 2014. Wellness visits are covered 100% and there is no cost to the employee.
- It is recommended to continue the tobacco user surcharge of \$25 a month for employees who elect to use tobacco products. Human Resources assists employees on tobacco cessation options on a voluntary basis.
- It is also recommended to continue Compass Professional Health Services for those who are enrolled in the High Deductible Health Plan. This service provides employees pricing and quality information for hospitals, physician, pharmacy and dental services.

### **Dental Insurance**

The City received an initial 8.4% renewal increase from Aetna for the 2014–2015 plan year that was later negotiated to 7.4% increase. United Concordia has offered plans that substantially match current with a -6.21% decrease or -\$8,713 savings. In addition, United Concordia has offered a 2 year rate guarantee. It is recommend changing carriers from Aetna to United Concordia to contract for fully insured Dental for the 2014-2015 plan year. It is recommended to continue the current funding strategy of 100% contribution for employee and 0% contribution for dependents.

### **Flexible Spending Account (FSA)**

A Flexible Spending Account (FSA) allows an employee to set aside a portion of his or her earnings to pay for qualified expenses as established in the cafeteria plan, most commonly for medical expenses, but often for dependent care or other expenses. Money deducted from an employee's pay into an FSA is not subject to payroll taxes, resulting in a substantial payroll tax savings. The City completed a three year rate guarantee with Discovery Benefits however; Discovery Benefits has offered a renewal at a rate pass for an additional 3 years. Contracting with Discovery Benefits for management of the FSA is recommended at this time.

### **Ancillary Insurance**

The City received an initial renewal from Cigna of a rate pass with a two year rate guarantee however, Dearborn National was able to offer substantially matched plans at a savings - 16.7% for Basic Life and -21.1% for long term disability totaling a savings of \$8,713 while also offering a two year rate guarantee. It is recommended to move the Life and Disability coverage from Cigna to Dearborn National for a savings of \$5,028.

### **Employee Assistance Program**

Employee Assistance Programs (EAPs) are employee benefit programs offered by many employers, typically in conjunction with a health insurance plan. EAPs are intended to help employees deal with problems that might adversely impact their work performance, health, and well-being. It is recommended to renew the contract with Alliance Work Partners for the 2014-2015 plan year for a -3% or \$197 reduction in rates with a three year rate guarantee.

### **Considerations**

- **Operational** – The High Deductible Health Plan and Health Savings Account will continue to require additional communication and administration efforts for employee education. Furthermore, enhancements to the wellness program will require re-communication efforts to employees.
- **Legal** - Current contracts will be amended to comply with provisions of the Patient Protection and Affordability Care Act of 2010. These contracts must be reviewed by IPS Advisors, the City Attorney and Human Resources. If authorized by the City Council, the City Manager will execute appropriate contracts following legal review.
- **Financial** - The total savings in **employer cost** for implementing the recommended changes equates to -\$220,751.
- **Public Information** – The bid was processed in accordance with applicable state and local procurement procedures. This item is being considered at a meeting of the City Council noticed in accordance with the Texas Open Meetings Act.

### **Options/Alternatives**

1. Remain with current vendors for all renewing policies and plans, no plan design changes, no changes to the employer premium subsidy percentages, no changes to employer HSA funding. The total cost of option 1 to the City of Lancaster is a savings of approximately -\$73,344 and the City would fund approximately 83.7% of total healthcare premium costs.
2. Change carriers from Aetna to BlueCross for Medical, Aetna to United Concordia for Dental, and Cigna to Dearborn National for Life and Disability; adjust medical employer premium subsidy percentages for dependents to 46.9% from 50.0%; HSA account contributions from \$1,348 for employee and \$2,696 for dependents to \$1,500 for employee and \$3,000 for dependents; renewing with Alliance Work Partners for EAP, and Discovery Benefits for Section 125 administration. The total cost of option 2 to the City of Lancaster is a savings of approximately -\$220,751 and the City would fund approximately 83.0% of total healthcare premium costs.

### **Recommendation**

Staff recommends implementation of Option 2 for the 2014-2015 plan year.

### **Attachments**

- Resolution

---

### **Submitted by:**

Dori Lee, Director of Human Resources

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, AUTHORIZING THE CITY OF LANCASTER TO ENTER INTO AGREEMENTS AND/OR CONTRACTS WITH BLUE CROSS BLUE SHIELD FOR MEDICAL ADMINISTRATION WITH A HEALTH SAVINGS ACCOUNT (HSA) OPTION AND AUTHORIZING UNITED CONCORDIA FOR DENTAL ADMINISTRATION; DEARBORN NATIONAL FOR BASIC AND VOLUNTARY LIFE, BASIC AND VOLUNTARY ACCIDENTAL DEATH & DISMEMBERMENT, BASIC AND VOLUNTARY LONG TERM DISABILITY; DISCOVERY FOR FLEXIBLE SPENDING AND THE SECTION 125 PLAN; CONEXIS FOR COBRA ADMINISTRATION; AND ALLIANCE WORK PARTNERS FOR EMPLOYEE ASSISTANCE PROGRAM ADMINISTRATION; AUTHORIZING EXECUTION OF ANY NECESSARY CONTRACTS AND DOCUMENTS PURSUANT TO THIS RESOLUTION BY THE CITY MANAGER; REPEALING ALL RESOLUTIONS IN CONFLICTS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lancaster provides medical insurance and other benefits to employees; and

**WHEREAS**, a proposal was sent out to determine the best plan and cost to provide such benefits, and

**WHEREAS**, the City of Lancaster desires to contract with companies to provide such benefits to employees.

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

**SECTION 1.** The City Council authorizes the award of Bid No. 2014-164 to Blue Cross Blue Shield for medical administration with a Health Savings Account (HSA) option; authorizes United Concordia for dental, Dearborn National for disability and life insurance, Discovery for flexible spending, Conexis for Cobra administration, and Alliance for employee assistance, in accordance with fiscal year 2014-2015 plans; and authorizes the City Manager to execute any necessary contracts and documents in conformance with this resolution, after approval as to form by the City Attorney.

**SECTION 2.** Any prior Resolution of the City Council in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

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

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

**DULY PASSED** and approved by the City Council of the City of Lancaster, Texas, on this the 28th day of July 2014.

**ATTEST:**

**APPROVED:**

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

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

**APPROVED AS TO FORM:**

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

## Agenda Communication

July 28, 2014

---

**Discuss and consider a resolution to amend a Memorandum of Understanding by and between Con-Way Truckload, Inc. and the City of Lancaster.**

---

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

**Goal: Quality Development**

---

### **Background**

At the February 11, 2013 regular meeting, City Council convened into closed executive session to consult with the City Attorney concerning Cause No. DC11-10174 Con-Way Truckload, Inc. v. The City of Lancaster, at the March 24, 2014 regular meeting Council approved Resolution 2014-03-28 authorizing the City Manager to execute a Memorandum of Understanding with Con-Way Truckload.

Con-Way Truckload owns approximately 58.206 acres of land and has operated approximately 16 acres of land since 1989 as a truck terminal. Con-Way has represented to the City its intent to sell the property. Con-Way has a pending agreement with Holt Lunsford Commercial for the purchase of the property. Initially Con-Way intended to remain on the property subsequent to the date of sale for a period of 13 months from the closing date of the sale. Due to development delays, they are requesting to extend the time period an additional 17 months and allow for re-configuration of their existing facility.

### **Considerations**

- **Operational** – Amending the Memorandum of Understanding provides that Con-Way remain on the property up to 30 months from closing date of the sale with their existing non-conforming use and allow the purchaser to re-configure the site to allow Con-Way to continue operations as well as preparing the site for potential development.
- **Financial** – There are no financial commitments associated with execution of the Memorandum of Understanding.
- **Legal** – The City Attorney prepared, reviewed and approved as to form the revised Memorandum of Understanding and the Resolution authorizing its execution.
- **Public Information** – This item is being considered at a regular meeting of the City Council noticed in accordance with the Texas Open Meetings Act.

**Alternatives/Options**

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

**Attachments**

- Resolution
  - Amended Memorandum of Understanding
  - Resolution 2014-03-28
- 

**Submitted by:**

Opal Mauldin Robertson, City Manager

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY OF LANCASTER, TEXAS, APPROVING AN AMENDED MEMORANDUM OF UNDERSTANDING BY AND BETWEEN CONWAY TRUCKLOAD, INC AND THE CITY OF LANCASTER; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lancaster and Conway Truckload, Inc. are involved in litigation concerning land use rights in Cause No. 11-10174 filed in the 193<sup>rd</sup> Judicial District Court of Dallas County, Texas; and

**WHEREAS**, Conway Truckload, Inc. has dismissed said cause of action; and

**WHEREAS**, Conway Truckload, Inc. continued to operate a truck terminal on said property and will continue to operate such use for thirteen (13) months at time of closing; and

**WHEREAS**, due to economic and development delays which to extend the time of closing to an additional seventeen (17) months; and

**WHEREAS**, the City of Lancaster acknowledges Conway Truckloads, Inc nonconforming rights in accordance with the Lancaster Code of Ordinances; and

**WHEREAS**, the City Council finds that it is in the best interest of the City of Lancaster to adopt this Resolution approving the Memorandum of Understanding, which is attached hereto and incorporated herein by reference; and

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

**SECTION 1.** That a Memorandum of Understanding by and between the City of Lancaster, Texas and Conway Truckload, Inc., is hereby amended as set forth in Exhibit A, which is attached hereto and incorporated herein by reference; and, that the Mayor is authorized to execute and approve this Resolution; and, the City Manager is authorized to execute the Amended Memorandum of Understanding.

**SECTION 2.** This Resolution shall become effective immediately from and after its passage.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Lancaster,  
Texas, on this the 28th day of July, 2014.

**ATTEST:**

**APPROVED:**

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

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

**APPROVED AS TO FORM:**

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

## **AMENDED MEMORANDUM OF UNDERSTANDING**

This agreement is intended to memorialize and acknowledge the land use rights of Con-way Truckload, Inc. ("Con-way") with regard to a certain piece of property currently owned by Con-way located within the city limits of the City of Lancaster, Texas ("City"). That property ("Property") is specifically described as follows:

DESCRIPTION, of a 58.206 acre tract of land situated in the S. B. Runyon Survey, Abstract No. 1199, Dallas County, Texas; said tract being all of Lot 1 and Lot 2, Block A, Contract Freighters, Inc. Addition, an addition to the City of Lancaster, according to the Amended Plat recorded in Volume 99155, Page 60 of the Deed Records of Dallas County, Texas; said Lot 1 and Lot 2, Block A, being part of those tracts of land described in Warranty Deeds to Con-Way Truckload, Inc., recorded in Instrument Number 200900241247 and Instrument Number 200900241246 of said Official Public Records of Dallas County, Texas; said 58.206 acre tract being more particularly described as follows:

BEGINNING, at a point for corner in the north line of Danieldale Road (a variable width right-of-way), at the southwest corner of said Lot 1, Block A and in the east line of a tract of land described as Tract II in Warranty Deed With Vendor's Lien to Hugo F. Duran and Maria S. Duran, recorded in Instrument Number 201000111603 of said Official Public Records; from which a 1/2-inch iron rod found bears South 00 degrees, 32 minutes East, a distance of 3.4 feet;

THENCE, North 00 degrees, 57 minutes, 58 seconds West, departing said north line of Danieldale Road, along the east line of said Lot 1, Block A, a distance of 1,566.01 feet to 1/2-inch iron rod found for corner; said point being the northwest corner of said Lot 1, Block A and the most southerly southwest corner of a tract of land described as Tract 2C in Warranty Deed to Highland Park Land Company, recorded in Instrument Number 201100269768 of said Official Public Records;

THENCE, North 88 degrees, 54 minutes, 53 seconds East, along the north line of said Lot 1, Block A and the south line of said Highland Park Land Company tract, at a distance of 548.49 feet pass the northeast corner of said Lot 1, Block A and the northwest corner of said Lot 2, Block A, in all a total distance of 729.17 feet to a 5/8-inch iron rod found for corner; said point being at an angle point in the north line of said Lot 2, Block A, the most southerly southeast corner of said Highland Park Land Company tract, and a reentrant corner of a tract of land described in Executor's Deed to Randy Justiss and Virginia A. Justiss, recorded in Instrument Number 200900077417 of said Official Public Records;

THENCE, North 88 degrees, 56 minutes, 45 seconds East, along said north line of Lot 2, Block A and the most northerly south line of said Justiss tract, a distance of 995.49 feet to a point for corner; said point being the northeast corner of said Lot 2, Block A and a reentrant corner for said Justiss tract;

THENCE, South 06 degrees, 31 minutes, 41 seconds West, along the east line of said Lot 2, Block A and the west line of said Justiss tract, at a distance of 722.02 feet passing a 1/2-inch iron rod found for witness, in all a total distance of 781.67 feet to a point for corner; said point being in the center of a creek;

THENCE, along the east line of said Lot 2, Block A and the west line of said Justiss tract; along the approximate centerline of said creek the following twelve (12) courses and distances:

South 36 degrees, 13 minutes, 47 seconds West, a distance of 19.88 feet to a point for corner;

South 06 degrees, 23 minutes, 04 seconds West, a distance of 273.29 feet to a point for corner;

South 04 degrees, 21 minutes, 20 seconds West, a distance of 69.21 feet to a point for corner;

South 19 degrees, 17 minutes, 57 seconds West, a distance of 27.39 feet to a point for corner;

South 15 degrees, 41 minutes, 01 seconds East, a distance of 18.91 feet to a point for corner;

South 07 degrees, 41 minutes, 55 seconds West, a distance of 28.86 feet to a point for corner;

South 30 degrees, 27 minutes, 23 seconds West, a distance of 17.85 feet to a point for corner;

South 02 degrees, 28 minutes, 23 seconds East, a distance of 50.66 feet to a point for corner;

South 09 degrees, 15 minutes, 32 seconds West, a distance of 194.49 feet to a point for corner;

South 03 degrees, 41 minutes, 33 seconds West, a distance of 80.60 feet to a point for corner;

South 26 degrees, 42 minutes, 47 seconds East, a distance of 22.70 feet to a point for corner;

South 26 degrees, 33 minutes, 32 seconds West, a distance of 10.48 feet to a point for corner in said north line of Danieldale Road; said point being the southeast corner of said Lot 2, Block A;

THENCE, South 89 degrees, 05 minutes, 41 seconds West, departing the west line of said Justiss tract, along said north line of Danieldale Road and the south line of said Lot 2, Block A, at a distance of 506.45 feet passing the southwest corner of said Lot 2, Block A and the southeast corner of said Lot 1, Block A, from which a 1/2-inch iron rod found bears South 01 degrees, 05 minutes East a distance of 0.7 feet, at a distance of 538.78 feet passing a 1/2-inch iron rod found, in all a total distance of 1,516.24 feet to the POINT OF BEGINNING;

CONTAINING: 2,535,466 square feet or 58.206 acres of land, more or less.

Con-way has owned and operated the developed portion of the Property which consists of approximately sixteen (16) acres more or less as a truck terminal since 1989. Portions of the Property owned by Con-way are currently undeveloped. Con-way developed portions of the Property as a truck terminal and began operating a truck terminal on the Property. The construction and use of the Property as a truck terminal was a lawful use of the Property at the commencement of its use as a truck terminal and in conformity with all then-applicable zoning regulations.

Subsequent to the commencement of operations of the truck terminal by Con-way, Con-way has continuously used the developed portions of the Property as a truck terminal with no cessation of such use at any time.

Subsequent to the commencement of truck terminal operations by Con-way, the City and/or its Planning & Zoning Commission adopted new zoning regulations for the Property which rezoned the property and established its current use as set forth herein as a lawful non-conforming use. Con-way is permitted to continue its operation as a truck terminal pursuant to Section 14.408 of the Lancaster Development Code (Ordinance No. 2006-04-13). That section provides, in pertinent part, that:

“uses of land which were lawful before the effective date of this Ordinance, or amendment thereto, and which would be prohibited, regulated or restricted under this Ordinance . . .” may “continue until they are removed or abandoned . . .”

Additionally, pursuant to Section 14.408(c)(1)(A) “. . . any use, building or structure lawfully existing at the time of the enactment of this Ordinance or the time of the annexation of this City may be continued, even though the use, building or structure may not conform with the provisions of this Ordinance for the district in which it is located.”

Con-way has represented to the City that Con-way intends to sell the Property, both developed and undeveloped tracts, to a bona-fide purchaser. It is Con-way's understanding, though Con-way does not warrant or guarantee such understanding, that the bona-fide purchaser intends to discontinue the use of the Property as a truck terminal and will use and develop the Property in accordance with now-existing zoning regulations.

Con-way has advised the purchaser and the City that Con-way intends to remain on the Property subsequent to the date of sale for a period of thirty (30) months. Con-way intends to continue its operation in a manner which is as a lawful non-conforming use and is substantially unchanged from that now existing until the earlier of the completion of Con-way's new terminal or thirty (30) months from March 31, 2014.

It is understood and agreed by all parties that Con-way's continued use of the Property as a truck terminal subsequent to the sale of the Property shall and does constitute a lawful non-conforming use governed by Section 14.408 of the Lancaster Development Code as long as Con-way's continued operation is in substantial conformity with the manner in which the Property has been used by Con-way in the past.

It is agreed and acknowledged by all parties that the City of Lancaster and its Planning & Zoning Commission and any other parties acting by or on behalf of the City or the Commission recognize and affirm the right of Con-way to continue its use of the Property as a truck terminal for a period of time not to exceed thirty (30) months from the date of closing of the sale of the Property or the time Con-way is able to move its operation to its new facility, whichever may be the earlier date. The City and its Planning & Zoning Commission recognize that this representation and acknowledgment is a material consideration to Con-way upon which Con-way relies in entering into the sale of its Property. The City also acknowledges that Con-way is permitted to use the Property as currently occupied as long as its operation is in conformity with the above quoted ordinance and other applicable general ordinances of the City of Lancaster, Texas, and laws of the State of Texas.

The parties hereto understand that by acknowledging and executing this Memorandum of Understanding the City does not waive any governmental immunities or defenses which may be available to it under law. The parties further agree that the provisions of this Memorandum of Understanding are

solely for the benefit of the parties hereto and are not intended to create or grant any rights to any other person or entity, and this Memorandum of Understanding is not assignable or subject to transfer to any other person or entity without the prior express written consent of the City.

**By:** \_\_\_\_\_  
Duly Authorized Representative  
On behalf of Con-way Truckload, Inc.

**By:** \_\_\_\_\_  
Opal Mauldin- Robertson, City Manager  
Duly Authorized Representative of the City of Lancaster, Texas

4812-4706-7929, v. 1

**RESOLUTION NO. 2014-03-28**

**A RESOLUTION OF THE CITY OF LANCASTER, TEXAS,  
APPROVING A MEMORANDUM OF UNDERSTANDING BY AND  
BETWEEN CONWAY TRUCKLOAD, INC AND THE CITY OF  
LANCASTER; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lancaster and Conway Truckload, Inc. are involved in litigation concerning land use rights in Cause No. 11-10174 filed in the 193<sup>rd</sup> Judicial District Court of Dallas County, Texas; and

**WHEREAS**, Conway Truckload, Inc. has dismissed said cause of action; and

**WHEREAS**, Conway Truckload, Inc. continued to operate a truck terminal on said property and will continue to operate such use for thirteen (13) months at time of closing; and

**WHEREAS**, the City of Lancaster acknowledges Conway Truckloads, Inc nonconforming rights in accordance with the Lancaster Code of Ordinances; and

**WHEREAS**, the City Council finds that it is in the best interest of the City of Lancaster to adopt this Resolution approving the Memorandum of Understanding, which is attached hereto and incorporated herein by reference; and

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

**SECTION 1.** That a Memorandum of Understanding by and between the City of Lancaster, Texas and Conway Truckload, Inc., is hereby approved as set forth in Exhibit A, which is attached hereto and incorporated herein by reference; and, that the Mayor is authorized to execute and approve this Resolution; and, the City Manager is authorized to execute the Memorandum of Understanding.

**SECTION 2.** This Resolution shall become effective immediately from and after its passage.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Lancaster, Texas, on this the 24th day of March, 2014.

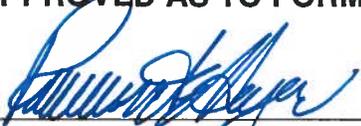
**ATTEST:**

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

**APPROVED:**

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

**APPROVED AS TO FORM:**

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

# LANCASTER CITY COUNCIL

Item 6

## Agenda Communication

July 28, 2014

---

**Consider and discuss a resolution to authorize an Interlocal/License Agreement for the Southwest 120/96 inch Water Transmission Pipeline Project by and between the City of Dallas, and the City of Lancaster.**

---

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

**Goal: Sound Infrastructure**

---

### **Background**

The City of Dallas desires to enter into an agreement with the City of Lancaster for the use of an existing public rights-of-way to accommodate the Southwest 120/96-inch Water Transmission Pipeline Project. Dallas plans to design and construct a 96-inch water transmission pipeline within the corporate limits of Lancaster.

The Transmission Pipeline project is necessary for Dallas to transfer treated potable water from the East Side Water Treatment Plant in Sunnyvale to the Summit Ground Storage Tanks in Cedar Hill to Dallas's southern service area in order to provide redundancy within the Dallas water distribution system and increase service capacity to meet the growth of current and future customer cities, including the City of Lancaster.

### **Considerations**

- **Operational** – The City of Dallas will submit preliminary and final construction plans for the construction of the Transmission Pipeline Project and will procure the necessary property rights for those portions of the Transmission Pipeline Project.
- **Legal** – Chapter 791 of the Texas Local Government Code provides authorization for a local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act.
- **Financial** – No funding is required from the City of Lancaster, the City of Dallas will incur all expenses involved with the project.
- **Public Information** – There are no public information requirements for the City of Lancaster other than the requisite 72 hour notification as outlined in the Texas Open Meetings Act.

**Options/Alternatives**

1. Council may approve the resolution.
2. Council may deny the resolution.

**Recommendation**

Staff recommends approving the resolution to enter into the Interlocal agreement with the City of Dallas for the design and construction of the Southwest 120/96-inch Water Transmission Pipeline Project.

**Attachments**

- Resolution
  - Interlocal Agreement
- 

**Submitted by:**

Rona Stringfellow, Assistant City Manager  
Jim Brewer, Public Works Director

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, AUTHORIZING AN INTERLOCAL AGREEMENT/LICENSE FOR THE SOUTHWEST 120/96-INCH WATER TRANSMISSION PIPELINE PROJECT; BY AND BETWEEN THE CITY OF DALLAS AND THE CITY OF LANCASTER AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Lancaster has determined, after due consideration that it is in the best interest of the City of Lancaster to approve the Intelocal Agreement for the Transmission Pipeline Project.

**WHEREAS**, the City of Dallas shall fund this project and shall incur all expenses involved with the project, as outlined in the Agreement.

**WHEREAS**, the City of Dallas desires to enter into an agreement with the City of Lancaster, for the use of existing public rights-of-way to accommodate the Southwest 120/96-inchTransmission Pipeline Project.

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

**SECTION 1.** That the City Council hereby approves and authorizes the Interlocal Agreement / License for the Southwest 120/96-Inch Water Transmission Pipeline Project, attached hereto and incorporated herein by reference as: Transmission Pipeline Project.

**SECTION 2.** That the City Manager of the City of Lancaster, Texas is hereby authorized to execute the contract in substantial compliance as depicted in Transmission Pipeline Project.

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

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

**SECTION 5.** This Resolution shall become effective immediately from and after its passage, as the law and charter in such cases provide.

**DULY PASSED** and approved by the City Council of the City of Lancaster, Texas, on this the 28<sup>th</sup> day of July 2014.

**ATTEST:**

**APPROVED:**

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

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

**APPROVED AS TO FORM:**

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

STATE OF TEXAS

§

COUNTY OF DALLAS

§

§

**INTERLOCAL AGREEMENT/LICENSE  
FOR THE SOUTHWEST 120/96-INCH WATER TRANSMISSION PIPELINE PROJECT**

This INTERLOCAL AGREEMENT/LICENSE (“Agreement”) is entered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the City of Dallas, a Texas home rule municipality, (“Dallas”) and the City of Lancaster, a Texas home rule municipality (“Lancaster”).

**RECITALS**

WHEREAS, Dallas plans to design and construct a 96-inchwater transmission pipeline within the corporate limits of Lancaster, (hereinafter called the “Transmission Pipeline Project”); and

WHEREAS, the Transmission Pipeline Project is necessary for Dallas to transfer treated potable water from the East Side Water Treatment Plant in Sunnyvale to the Summit Ground Storage Tanks in Lancaster to Dallas’s southern service area, in order to provide redundancy within the Dallas water distribution system and increase service capacity to meet the growth of current and future customer cities, including Lancaster; and

WHEREAS, Dallas desires to enter into an agreement with the City of Lancaster for the use of existing public right-of-way to accommodate the Transmission Pipeline Project; and

WHEREAS, Dallas will procure the necessary property rights for those portions of the Transmission Pipeline Project crossing private properties within the corporate limits of Lancaster; and

WHEREAS, Dallas will submit preliminary and final construction plans for the construction of the Transmission Pipeline Project, including plans for the horizontal and vertical alignment of the pipeline and construction details for the pipeline and necessary appurtenances, to Lancaster for its review; and

WHEREAS, Lancaster will review said preliminary and final construction plans and approve them prior to construction; and

WHEREAS, both parties agree that it is in the public interest that this license be granted; and

WHEREAS, Chapter 791 of the Texas Government Code provides authorization for a local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act;

NOW, THEREFORE, Dallas and Lancaster hereby enter into this Agreement for the mutual consideration stated herein:

WITNESSETH:

ARTICLE I. SOUTHWEST120/96-INCH WATER TRANSMISSION PIPELINE  
PROJECT SCOPE

Dallas, at no expense to Lancaster, hereby desires to construct a 96-inch water transmission pipeline including isolation valves, air release/vacuum valves, blow-off valves, vent stacks, vaults, manholes, tunneled sections, and all other water pipeline appurtenances necessary for operation and maintenance of the water transmission pipeline to be located within existing right-of-way, easements, and real property (hereinafter called the "Transmission Pipeline"). The Transmission Pipeline's location is shown on the Exhibit A, attached to and made part of this Agreement.

ARTICLE II. SOUTHWEST120/96-INCH WATER TRANSMISSION PIPELINE  
PROJECT PIPELINE LICENSE

(A) In consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, receipt of which is hereby acknowledged, Lancaster hereby grants to Dallas the non-exclusive right, privilege, and license to own, lay, construct, operate, repair and replace the Transmission Pipeline, along with any and all appurtenances thereto, and such additional pipes and/or appurtenances as are needed in the future incidental to the use, operation, maintenance (including increased capacity), or replacement of the Transmission Pipeline within the City of Lancaster's public right-of-way, as shown on Exhibit B, attached to and made a part of this Agreement (hereinafter called the "Licensed Area").

(B) Dallas agrees to construct the Transmission Pipeline within a reasonable length of time and to maintain and operate the Transmission Pipeline so as to not unreasonably interfere with existing utilities located within the Licensed Area or with the general public's use thereof. Dallas, at its sole cost, agrees to relocate any permanent utility facilities that must be relocated as a result of construction and installation of the Transmission Pipeline.

(C) Dallas shall not be required to alter, change, or relocate the Transmission Pipeline once it is complete and in place, unless Lancaster determines that the relocation is necessary in the public interest. In that event, Lancaster shall pay for the design and construction of such relocation. All plans that result in the alteration, change, or relocation of the Transmission Pipeline within the Licensed Area shall be reviewed and approved by Dallas. No work shall commence until Dallas has approved the proposed plans, which approval shall not be unreasonably withheld or delayed.

(D) The permission granted to Dallas for the Transmission Pipeline Project within the Licensed Area does not authorize Dallas to serve any property in Lancaster in or along the transmission main route. By authorizing this Agreement, Lancaster agrees to abstain from connecting its water distribution system directly to the Transmission Pipeline, and to take

measures within its powers to prevent other entities from tapping or connecting to the Transmission Pipeline within the Licensed Area.

(E) Dallas agrees to notify Lancaster in the event it wishes to abandon the Transmission Pipeline, in which case this Transmission Pipeline Project License shall terminate. Lancaster agrees to notify Dallas in the event it wishes to abandon any part of the Licensed Area; said abandonment, however, will not require that Dallas relocate the Transmission Pipeline unless Lancaster agrees to pay, or otherwise arrange for the payment by a third party, for the design and reconstruction of the relocation.

(F) Dallas agrees to repair and replace all Lancaster right-of-way surfaces, paved or unpaved, within the Licensed Area which may be cut or damaged in the course of construction and installation of the Transmission Pipeline. Dallas agrees that it will restore those right-of-way cuts to their original condition of such right-of-ways as existed prior to construction and installation of the Transmission Pipeline. Notwithstanding anything herein to the contrary, all repairs and/or replacements of any pavement, curbs, sidewalks or other street appurtenances within the Licensed Area or any other area affected by construction, repair, maintenance, reconstruction, replacement or removal of the Transmission Pipeline or any of its related appurtenances shall be conducted in accordance with the then current construction specifications for such public improvements adopted by Lancaster and be completed within a commercially reasonable period of time following the completion of Dallas's work on the Transmission Pipeline. Dallas will coordinate and provide reasonable notice to Lancaster, to the extent possible, prior to scheduled cessation of access to any roadway or intersection within the Licensed Area. Lancaster may require a traffic control plan to be submitted for review and comment prior to implementation.

(G) Lancaster may enter and utilize the Licensed Area at any time for the purpose of performing, installing, or maintaining improvements necessary for the health, safety, and welfare of the public or for any other public purpose whatsoever, and may authorize, allow, license, and permit other utilities to use the Licensed Area, so long as such other utilities do not unreasonably interfere with Dallas's use or maintenance of the Transmission Pipeline. Lancaster agrees that before performing work, except in an emergency situation, Lancaster will give Dallas reasonable notice and opportunity to coordinate its work to prevent unnecessary damage or disruption of the Transmission Pipeline. Lancaster agrees to use reasonable efforts to not damage or disrupt the Transmission Pipeline.

(H) In consideration of Lancasters' grant to Dallas of the use of the Licensed Area, Dallas agrees to consider future access by Lancaster to Dallas-acquired pipeline right-of-way if such access does not hinder the operation and maintenance of the Transmission Pipeline. Such authorization must be accomplished pursuant to a supplemental agreement to this Agreement as approved by the Dallas City Council.

(I) Lancaster agrees not to install or approve the installation of any utility crossing above or under the transmission pipeline in the Licensed Area, prior to review and written approval from Dallas. Utility crossings within 5 feet vertically of the water transmission pipeline (crossings shall be measured from the outside of the transmission pipe to the outside of the pipe, cable, duct bank or casing, as applicable) will not be approved without a special exception from

Dallas. Overhead wires crossing the water transmission pipeline shall have a minimum vertical clearance above the natural ground at the centerline of the pipeline of not less than 22 feet for power lines, and 18 feet for communication and cable television lines. These clearances may be greater, as required by the National Electric Safety Code and governing laws.

(J) Lancaster agrees not to install or approve the installation of any parallel utility in the Licensed Area, prior to review and written approval from Dallas. Parallel utilities within 15 feet horizontally from the transmission pipeline (outside of pipe to outside of pipe, cable, duct bank, casing or overhead wire) will not be approved without a special exception from Dallas.

(K) In addition to the restrictions noted in Article II, sections I and J, there shall be no construction of any structures including but not limited to, manholes, vaults, poles, transformers, control boxes, retaining walls, fences or landscape items such as shrubs, trees or planting beds directly above or immediately adjacent to the pipeline such that inspection, repair, operation and maintenance of the pipeline from the surface would be hindered as determined by Dallas.

(L) Plans shall be submitted to Dallas to determine if the crossing utilities, parallel utilities, or other items as noted above impact the integrity of the water transmission pipeline. Exceptions regarding horizontal and vertical separation may be granted on a case by case basis after review and written approval by Dallas. Dallas may require the utility owner to perform and submit Level "A" Subsurface Utility Engineering (as defined by the American Society of Civil Engineers), a structural analysis and/or a Geotechnical Engineering analysis for approval of exceptions. Analysis shall also include impacts to the cathodic protection system and other appurtenances. If the utility is deemed to adversely impact the transmission pipeline, Dallas reserves the right to deny installation of parallel or crossing utilities or require specific design elements such as but not limited to casing, special backfill, shoring, compaction requirements, an increase in the separation distance, etc.,

### ARTICLE III. DESIGN

Dallas hereby agrees to be responsible and pay for the design and obtain approval of all engineering plans, specifications and design changes related to the Transmission Pipeline Project, and to provide such plans and specifications to Lancaster for review and approval, which approval shall not be unreasonably denied or delayed.

### ARTICLE IV. CONSTRUCTION ADMINISTRATION

Dallas shall be solely responsible for the solicitation and award of the bid, in Dallas' sole discretion, for the construction of the Transmission Pipeline Project. Dallas shall be solely responsible for the construction administration and inspection of the Transmission Pipeline.

### ARTICLE V. DESIGN OR CONSTRUCTION CHANGES

Prior to implementing any design or construction change to the Transmission Pipeline required during construction, Dallas hereby agrees to advise Lancaster of such design or construction change and provide copies of affected plan drawing sheets and/or specifications for

Lancaster's review and approval. Lancaster hereby agrees to review and approve or deny any such design or construction change not later than fifteen (15) business days for design changes and three (3) business days for construction changes after Dallas provides the amended plans and specifications to Lancaster showing such change, which approvals shall not be unreasonably denied.

#### ARTICLE VI. PROJECT COSTS

Dallas hereby agrees to be responsible for the entire cost of the Transmission Pipeline Project, including, without limitation, the costs of design, engineering, specifications, materials, installation, construction, inspection, and change orders related to the Transmission Pipeline Project.

#### ARTICLE VII. QUALITY ASSURANCE

Dallas agrees to provide inspection and quality assurance testing for the construction of the Transmission Pipeline in coordination with Lancaster, through the Lancaster Engineering Department.

#### ARTICLE VIII. OPERATION AND MAINTENANCE

Dallas, its agents, representatives and employees, are hereby granted the right, as part of this Transmission Pipeline Project License, to have free access to Lancaster right-of-way for purposes of operation and maintenance of the Transmission Pipeline subject to the following:

1. In the event of planned operation and maintenance activities, Dallas shall notify Lancaster in writing not later than ten (10) business days in advance of any entry for purposes of operation and maintenance of the Transmission Pipeline, which notice shall include the dates and times of the intended entry, whether or not any lane closures will be required, and a traffic control plan related to any work that requires lane closures. In the event lane closures are required, no work shall commence until Lancaster has approved the proposed traffic control plan, which approval shall not be unreasonably withheld or delayed. Dallas shall submit an application for a right-of-way permit to Lancaster and obtain such permit and approval prior to any construction within the Licensed Area.
2. In the event emergency operation and maintenance activities must be conducted, Dallas shall verbally notify Lancaster not later than two hours after the emergency becomes known to Dallas, which notification shall be followed up with a written notification not later than seventy-two (72) hours after the emergency becomes known to Dallas. The written notification shall include a description of the traffic control plan imposed by Dallas around the affected site within the Licensed Area. Written notification can be sent via electronic transmission. Dallas shall modify the traffic control plan imposed at the time the emergency maintenance and operations commenced in the manner Lancaster reasonably directs. For purposes of this paragraph, an "emergency" exists if the maintenance or repair operations are necessary to require the reestablishment of flow through the Transmission

Pipeline, to restore pressure in the Transmission Pipeline after an unexpected and unsafe drop in flow of water, or a break in the Transmission Pipeline, regardless of cause, which, if not repaired immediately, would reasonably be expected to be harmful to the health and safety of Dallas or Lancaster citizens or could reasonably be expected to cause damage to persons or property within the area of the break.

#### ARTICLE IX. NO AGENCY OR JOINT VENTURE RELATIONSHIP

Lancaster and Dallas agree and acknowledge that each entity is not an agent of the other entity and that each entity is responsible in accordance with the laws of the State of Texas for its own acts, forbearance, negligence and deeds, and for those of its officers, agents or employees in conjunction with the performance of work covered under this Agreement, provided, however, that neither this nor any other provision in this Agreement is intended to be, or should be construed as, a waiver of any sovereign or governmental immunity available to either party. Dallas is solely responsible for the sufficiency, form, content, and engineering requirements for the design and construction of the Transmission Pipeline Project. Lancaster's review and/or approval of any plans or specifications related to the project shall not constitute an acceptance or assumption of liability by Lancaster for the accuracy, safety, sufficiency, form, content and/or engineering requirements of such plans or specifications.

#### ARTICLE X. NO THIRD PARTY BENEFICIARY

This Agreement is solely for the benefit of the parties hereto and is not intended to and shall not create or grant any rights, contractual or otherwise, to any other person or entity.

#### ARTICLE XI. BINDING ON SUCCESSORS

This Agreement shall be binding upon the parties hereto, their successors and assigns. Neither party will assign or transfer any interest in this Agreement without the written consent of the other party.

#### ARTICLE XII. NOTICES

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

To Lancaster:

Opal Mauldin Robertson  
City of Lancaster  
211 N. Henry St.  
P.O. Box 940  
Lancaster, Texas 75146

To Dallas:

Department Director  
City of Dallas  
Water Utilities Department  
1500 Marilla Street, Room 4A North  
Dallas, Texas 75201

If the notice relates to default of this Agreement, proposed amendments to this Agreement, or changes of the name and/or address of who is to receive notices, copies of notices herein shall also be provided as follows:

To Lancaster:

City of Lancaster  
Opal Mauldin Robertson  
211 N. Henry St.  
P.O. Box 940  
Lancaster, Texas 75146

Either party may change its address for notice by giving the other party notice of the change in the manner described above.

#### ARTICLE XIII. AUTHORITY TO ENTER AGREEMENT

This Agreement has been duly executed and delivered by all parties and constitutes a legal, valid and binding obligation of the parties, their successors and permitted assigns. Each person executing this Agreement on behalf of each party represents and warrants that the person has full right and authority to enter into this Agreement.

#### ARTICLE XIV. AMENDMENTS

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

#### ARTICLE XV. SOVEREIGN IMMUNITY; GOVERNING LAW; VENUE

Notwithstanding any other provision of this Agreement, this Agreement shall be expressly subject to the governmental immunity of Lancaster and Dallas, Title 5 of Texas Civil Practice and Remedies Code, and all applicable federal and state law. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas. Exclusive venue for any legal action regarding this Agreement filed by either Lancaster or Dallas shall be in Dallas County, Texas. This Agreement is subject to the provisions of Section 2-86 of the Dallas City Code, as amended, relating to requirements for filing a notice of breach of contract claims against Dallas. Section 2-86 of the Dallas City Code, as amended, is expressly incorporated by reference and made part of this Agreement as if written word for word in this Agreement. Lancaster shall fully comply with the requirements of the ordinance as a condition precedent to any claim relating to this Agreement, in addition to all other requirements in this Agreement related to claims and notice of claims.

#### ARTICLE XVI. GENDER NEUTRAL LANGUAGE

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

## ARTICLE XVII. MULTIPLE COUNTERPARTS

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

## ARTICLE XVIII. SEVERABILITY

In the event that one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, but shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

## ARTICLE XIX. ENTIRE AGREEMENT

This Agreement embodies the complete agreement of the parties, superseding all oral or written previous and contemporary agreements between the parties relating to matters in this Agreement and, except as otherwise provided herein, cannot be modified without written supplemental agreement of the parties to be attached to and made a part of this Agreement.

## ARTICLE XX. TERMINATION

This Agreement may be terminated in the following manner.

1. By mutual agreement and consent of both parties in writing; or
2. By either party upon the failure of the other party to fulfill the obligations set forth herein.

## ARTICLE XXI. CURRENT FUNDS

Dallas and Lancaster acknowledge and agree that all expenditures made by the respective parties shall be from current funds appropriated for the purposes for which such funds are expended.

## ARTICLE XXII. EFFECTIVE DATE

This Agreement becomes effective upon the date of its execution, which execution date is deemed to be the date the last party signs this Agreement.

*[signature page to follow]*

Executed as of the \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_, hereafter deemed to be the Effective Date of this Agreement.

CITY OF LANCASTER  
OPAL MAULDIN ROBERTSON  
City Manager

CITY OF DALLAS  
A.C. GONZALEZ  
City Manager

By: \_\_\_\_\_

By: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

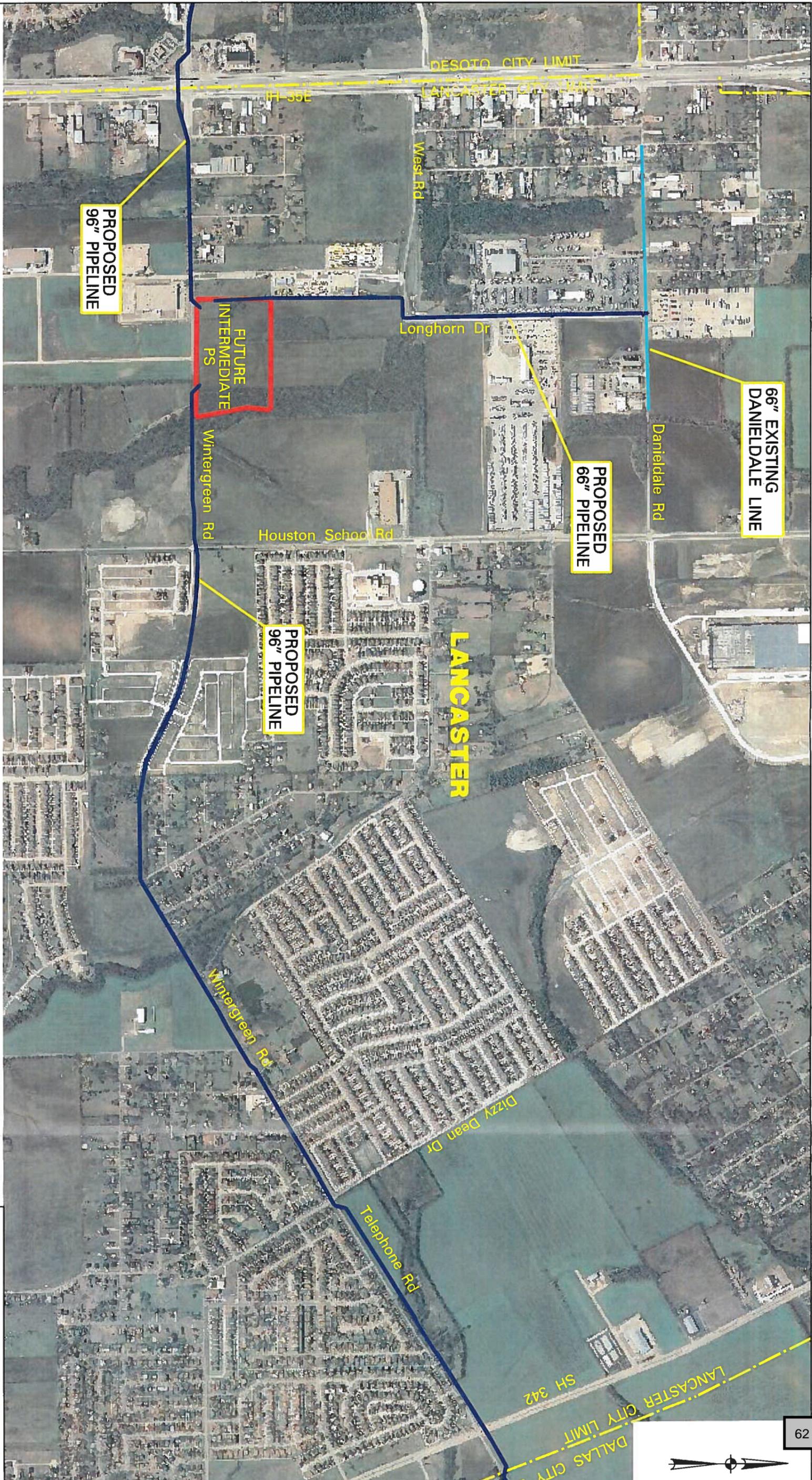
APPROVED AS TO FORM:

WARREN M.S. ERNST,  
City Attorney

By: \_\_\_\_\_  
Assistant City Attorney

By: \_\_\_\_\_  
Assistant City Attorney *ME*

**Exhibit A**  
**Transmission Pipeline Location Within Lancaster Limits**

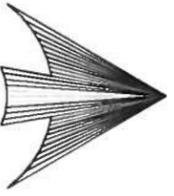


**DWU Southwest Pipeline**  
 Preferred Pipeline Alignment  
 within City of Lancaster

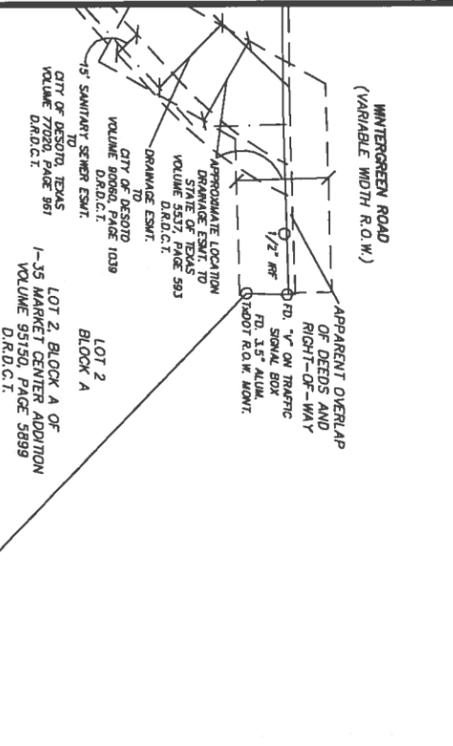
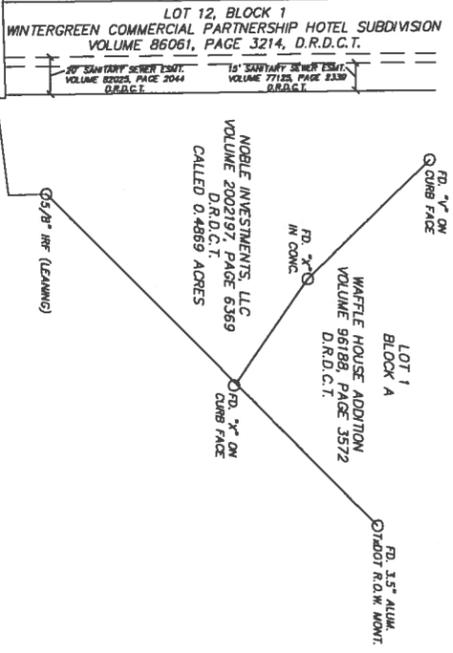
**AECOM**

AECOM TECHNICAL SERVICES, INC  
 16000 DALLAS PARKWAY, SUITE 390  
 DALLAS, TEXAS 75248  
 WWW.AECOM.COM  
 TBP REG. NO. F-3980

**Exhibit B**  
**The Licensed Area**



**NORTH**  
SCALE: 1"=100'



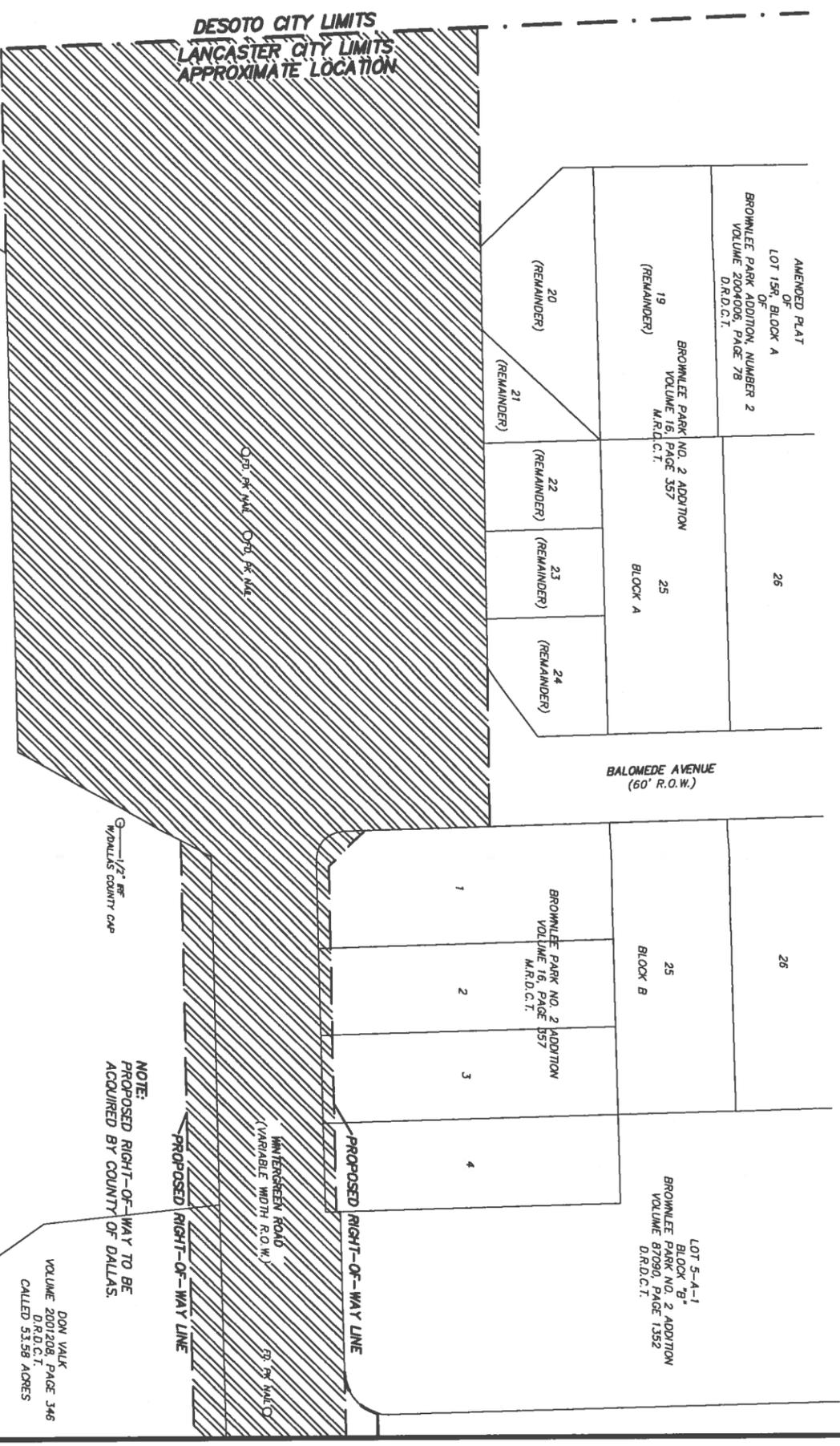
**LEGEND**

OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS DEED RECORDS OF DALLAS COUNTY, TEXAS MAP RECORDS OF DALLAS COUNTY, TEXAS INSTRUMENT NUMBER VOLUME PAGE SQUARE FEET RIGHT-OF-WAY EASEMENT CENTERLINE CONTROLLING MONUMENT IRON ROD FOUND IRON PIPE FOUND IRON ROD SET WITH PLASTIC CAP STAMPED "TX REG NO 100189-00"

O.P.R.D.C.T.  
D.R.D.C.T.  
M.R.D.C.T.  
INST. NO.  
VOL., PG.  
SQ. FT.  
R.O.W.  
ESMT.  
C.L.  
C.M.  
IRP  
IRP  
IRS W/CAP



I.H. NO. 35-E  
U.S. HWY. NO. 77  
(VARIABLE WIDTH R.O.W.)



**NOTE:**  
EXISTING PROPERTY LINES AND PROPOSED RIGHT-OF-WAY LINES ALONG WINTERGREEN ROAD, FROM I.H. NO. 35-E (U.S. HWY. NO. 77) TO HOUSTON SCHOOL ROAD, PROVIDED BY OTHERS.

**EXHIBIT "B"**  
PAGE 1 OF 13  
**LICENSED AREA**  
IN THE  
CITY OF LANCASTER  
DALLAS COUNTY, TEXAS

LICENSED AREA-LANCASTER.dwg

**AECOM**

Dallas Water Utilities  
Southwest 120/96-inch Water Transmission Pipeline Project

**NDM**

NATHAN D. MAIER  
CONSULTING ENGINEERS, INC.  
16000 DALLAS PARKWAY, SUITE 350  
DALLAS, TEXAS 75248  
WWW.AECOM.COM  
TBP# REG. NO. F-3580

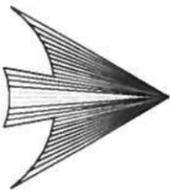
Two Northpark / 8080 Park Lane / Suite 600  
Dallas, Texas 75231 / (214) 759-4741

MAY 24, 2013

**EXHIBIT "B"**

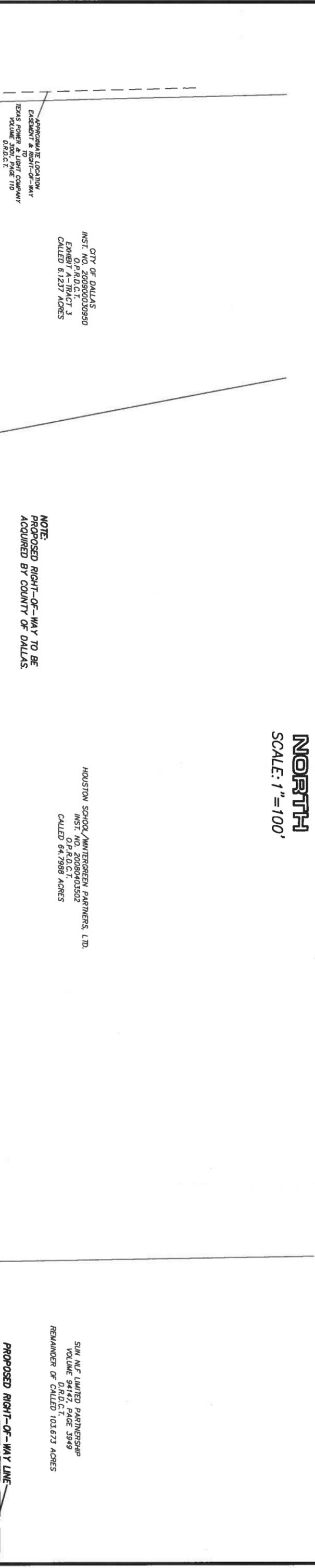






**NORTH**  
SCALE: 1" = 100'

**EXHIBIT "B"**  
PAGE 4 OF 13  
**LICENSED AREA**  
IN THE  
CITY OF LANCASTER  
DALLAS COUNTY, TEXAS



APPROXIMATE LOCATION  
EASEMENT & RIGHT-OF-WAY  
TEXAS POWER & LIGHT COMPANY  
VOLUME 3001, PAGE 110  
D.R.D.C.T.

CITY OF DALLAS  
INST. NO. 200900030950  
O.P.R.D.C.T.  
EXHIBIT A-TRACT 3  
CALLED 6.1237 ACRES

**NOTE:**  
PROPOSED RIGHT-OF-WAY TO BE  
ACQUIRED BY COUNTY OF DALLAS.

HOUSTON SCHOOL/WINTERGREEN PARTNERS, LTD.  
INST. NO. 20080403502  
O.P.R.D.C.T.  
CALLED 64.7998 ACRES

SUN NLF LIMITED PARTNERSHIP  
VOLUME 94147, PAGE 3949  
D.R.D.C.T.  
REMAINDER OF CALLED 103.673 ACRES

FOUR D LIMITED PARTNERSHIP  
VOLUME 93058, PAGE 1983  
D.R.D.C.T.

PAMELA P. MARTINDALE  
INST. NO. 200600045526  
O.P.R.D.C.T.  
CALLED 1.613 ACRES

PAMELA P. MARTINDALE  
INST. NO. 20070405692  
O.P.R.D.C.T.  
CALLED 0.209 ACRES

JONETTE WHITENER MOORE  
VOLUME 84122, PAGE 2817  
D.R.D.C.T.  
CALLED 1.9491 ACRES

EMILY BARNES DBA ANGELS OF HANDS HOME HEALTH AGENCY  
INST. NO. 20090225083  
O.P.R.D.C.T.  
CALLED 21.58 ACRES

WINTER SCHOOL, LLC  
INST. NO. 20070388143  
O.P.R.D.C.T.  
CALLED 9.732 ACRES

**LEGEND**

O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS  
D.R.D.C.T. DEED RECORDS OF DALLAS COUNTY, TEXAS  
M.R.D.C.T. MAP RECORDS OF DALLAS COUNTY, TEXAS  
INST. NO. INSTRUMENT NUMBER  
VOL., PG. VOLUME PAGE  
SQ. FT. SQUARE FEET  
R.O.W. RIGHT-OF-WAY  
ESMT. EASEMENT  
C.L. CENTERLINE  
C.M. CONTROLLING MONUMENT  
I.R.F. IRON ROD FOUND  
I.P.F. IRON PIPE FOUND  
I.R.S. W/CAP IRON ROD SET WITH PLASTIC CAP STAMPED "TX REG NO 100189-00"

**LEGEND**

LICENSED AREA (SHARED RIGHT-OF-WAY)

**NOTE:**  
EXISTING PROPERTY LINES AND PROPOSED RIGHT-OF-WAY LINES ALONG WINTERGREEN ROAD, FROM I.H. NO. 35-E (U.S. HWY. NO. 77) TO HOUSTON SCHOOL ROAD, PROVIDED BY OTHERS.

LICENSED AREA-LANCASTER.dwg

Dallas Water Utilities  
Southwest 120/96-Inch Water  
Transmission Pipeline Project

**AECOM**

AECOM TECHNICAL SERVICES, INC.  
16000 DALLAS PARKWAY, SUITE 350  
DALLAS, TEXAS 75248  
WWW.AECOM.COM  
TBP# REG. NO. F-3580

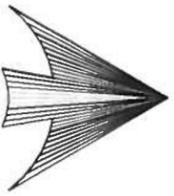
**NDM**

NATHAN D. MAIER  
CONSULTING ENGINEERS, INC.  
TBP# FIRM REG. NO. F-356  
TBP# PLUS FIRM REG. NO. 100189-00

Two Northpark / 8080 Park Lane / Suite 600  
Dallas, Texas 75231 / (214) 739-4741

MAY 24, 2013

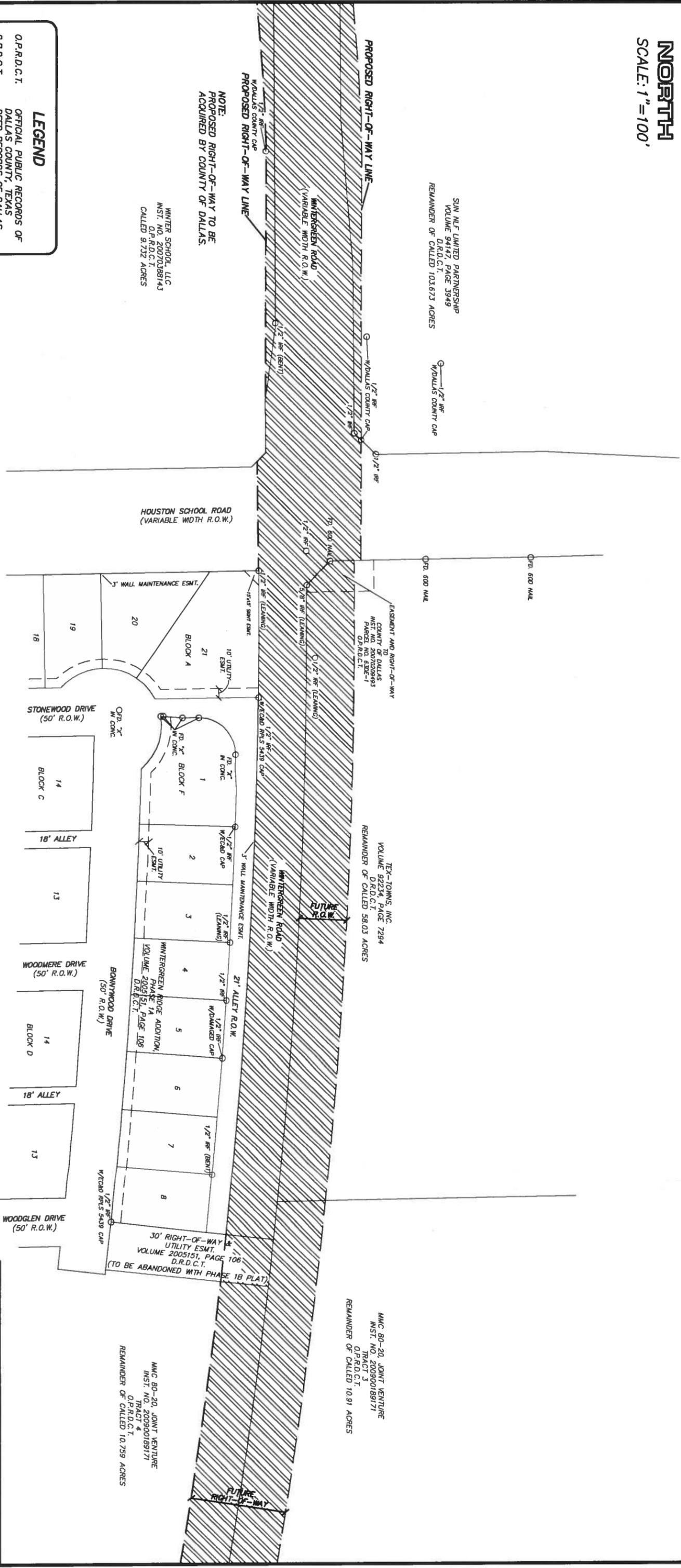
**EXHIBIT "B"**



**NORTH**

SCALE: 1" = 100'

**EXHIBIT "B"**  
PAGE 5 OF 13  
**LICENSED AREA**  
IN THE  
CITY OF LANCASTER  
DALLAS COUNTY, TEXAS



**NOTE:**  
PROPOSED RIGHT-OF-WAY TO BE  
ACQUIRED BY COUNTY OF DALLAS.

WINTER SCHOOL, LLC  
INST. NO. 20070389143  
O.P.R.D.C.T.  
CALLED 9.732 ACRES

SUN ALE LIMITED PARTNERSHIP  
VOLUME 94147 PAGE 3949  
O.P.R.D.C.T.  
REMAINDER OF CALLED 103.673 ACRES

TEX-TOWNS, INC.  
VOLUME 92234 PAGE 7294  
D.R.D.C.T.  
REMAINDER OF CALLED 58.03 ACRES

MMC 80-20 JOINT VENTURE  
INST. NO. 200900189171  
O.P.R.D.C.T.  
REMAINDER OF CALLED 10.91 ACRES

30' RIGHT-OF-WAY &  
UTILITY ESMT.  
VOLUME 2005151, PAGE 106  
D.R.D.C.T.  
(TO BE ABANDONED WITH PHASE 1B PLAT)

MMC 80-20 JOINT VENTURE  
INST. NO. 200900189171  
O.P.R.D.C.T.  
REMAINDER OF CALLED 10.759 ACRES

**LEGEND**

O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS  
D.R.D.C.T. DEED RECORDS OF DALLAS COUNTY, TEXAS  
M.R.D.C.T. MAP RECORDS OF DALLAS COUNTY, TEXAS  
INST. NO. INSTRUMENT NUMBER  
VOL. PG. VOLUME PAGE  
SQ. FT. SQUARE FEET  
R.O.W. RIGHT-OF-WAY  
ESMT. EASEMENT  
C.L. CENTERLINE  
C.M. CONTROLLING MONUMENT  
I.R.F. IRON ROD FOUND  
I.P.F. IRON PIPE FOUND  
I.R.S. W/CAP IRON ROD SET WITH PLASTIC CAP STAMPED "TX REG NO 100189-00"

**LEGEND**

LICENSED AREA (SHARED RIGHT-OF-WAY)

**NOTE:**  
EXISTING PROPERTY LINES AND PROPOSED RIGHT-OF-WAY LINES ALONG WINTERGREEN ROAD, FROM I.H. NO. 35-E (U.S. HWY. NO. 77) TO HOUSTON SCHOOL ROAD, PROVIDED BY OTHERS.

LICENSED AREA-LANCASTER.DWG

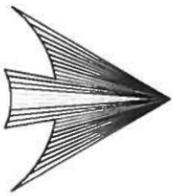
Dallas Water Utilities  
Southwest 120/96-inch Water  
Transmission Pipeline Project

**AECOM**  
AECOM TECHNICAL SERVICES, INC.  
16000 DALLAS PARKWAY, SUITE 350  
DALLAS, TEXAS 75248  
WWW.AECOM.COM  
TBP REG. NO. F-3580

**NDM**  
NATHAN D. MAIER  
CONSULTING ENGINEERS, INC.  
TBP REG. NO. F-3580  
TBP REG. NO. 100189-00

Two Northpark / 8080 Park Lane / Suite 600  
Dallas, Texas 75231 / (214) 759-4741

MAY 24, 2013 EXHIBIT "B"



**NORTH**

SCALE: 1"=100'

MHC 80-20, JOINT VENTURE  
INST. NO. 200900189171  
TRACT 2  
O.P.R.D.C.T.  
REMAINDER OF CALLED 10.91 ACRES

MHC 80-20, JOINT VENTURE  
INST. NO. 200900189171  
TRACT 4  
O.P.R.D.C.T.  
REMAINDER OF CALLED 10.759 ACRES

**LEGEND**

O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS DEED RECORDS OF DALLAS COUNTY, TEXAS MAP RECORDS OF DALLAS COUNTY, TEXAS INSTRUMENT NUMBER VOLUME, PAGE SQUARE FEET RIGHT-OF-WAY ESMT. CENTERLINE CONTROLLING MONUMENT IRON ROD FOUND IRON PIPE FOUND IRON ROD SET WITH PLASTIC CAP STAMPED "TX REG NO 100189-00"

Dallas Water Utilities  
Southwest 120/96-Inch Water  
Transmission Pipeline Project



AECOM TECHNICAL SERVICES, INC.  
16000 DALLAS PARKWAY, SUITE 350  
DALLAS, TEXAS 75248  
WWW.AECOM.COM  
TBP# REG. NO. F-3580



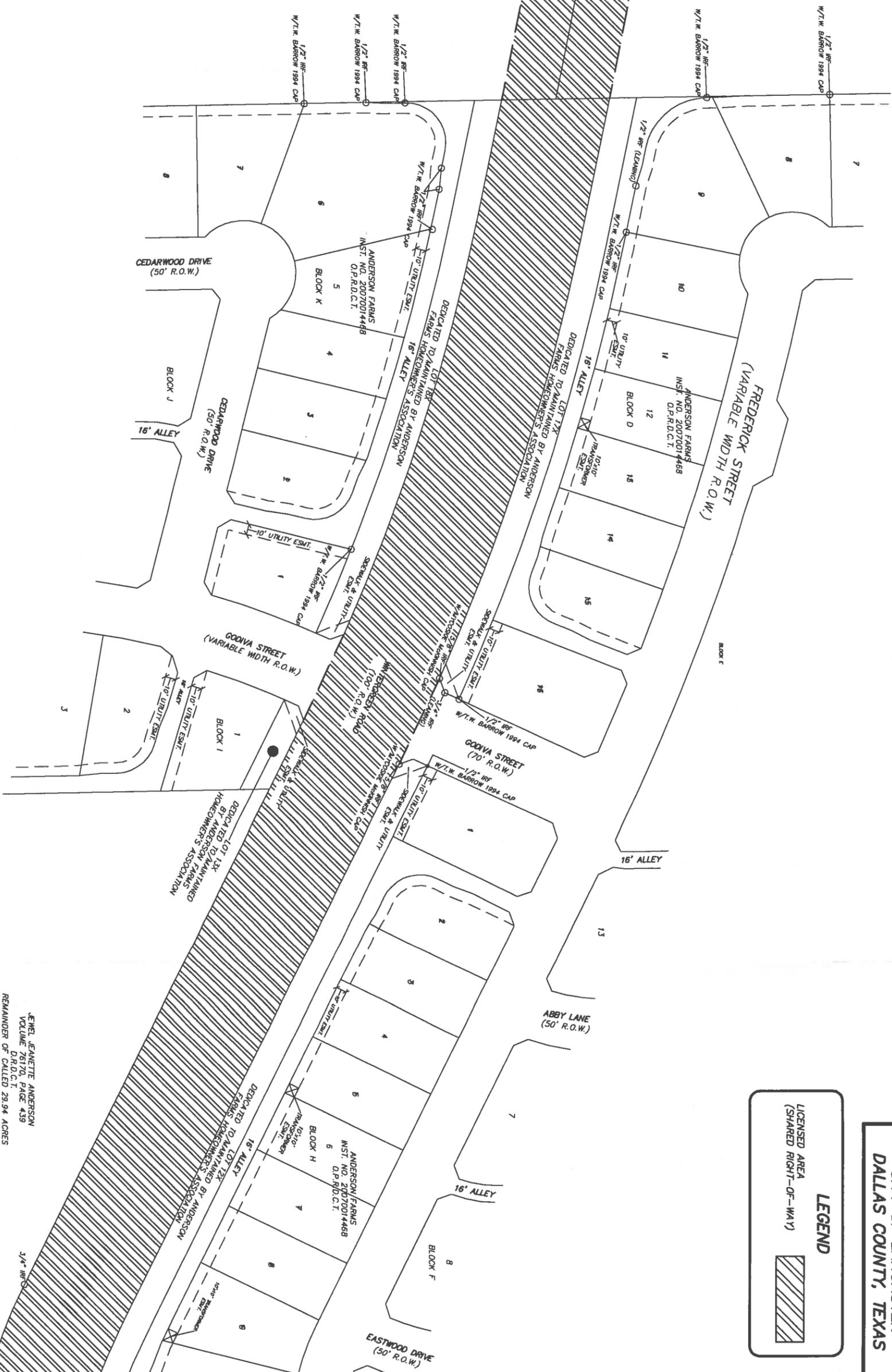
NATHAN D. MAIER  
CONSULTING ENGINEERS, INC.  
107E FIRM REG. NO. 7-1529  
TBP#S FIRM REG. NO. 100189-00

Two Northpark / 8080 Park Lane / Suite 600  
Dallas, Texas 75231 / (214) 739-4741

MAY 24, 2013

EXHIBIT "B"

LICENSED AREA-LANCASTER.DWG



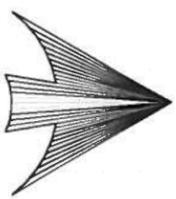
**LEGEND**

LICENSED AREA (SHARED RIGHT-OF-WAY)

**EXHIBIT "B"**  
PAGE 6 OF 13  
**LICENSED AREA**  
IN THE  
CITY OF LANCASTER  
DALLAS COUNTY, TEXAS

JANEL JEANETTE ANDERSON  
VOLUME 76170, PAGE 439  
O.P.R.D.C.T.  
REMAINDER OF CALLED 29.94 ACRES

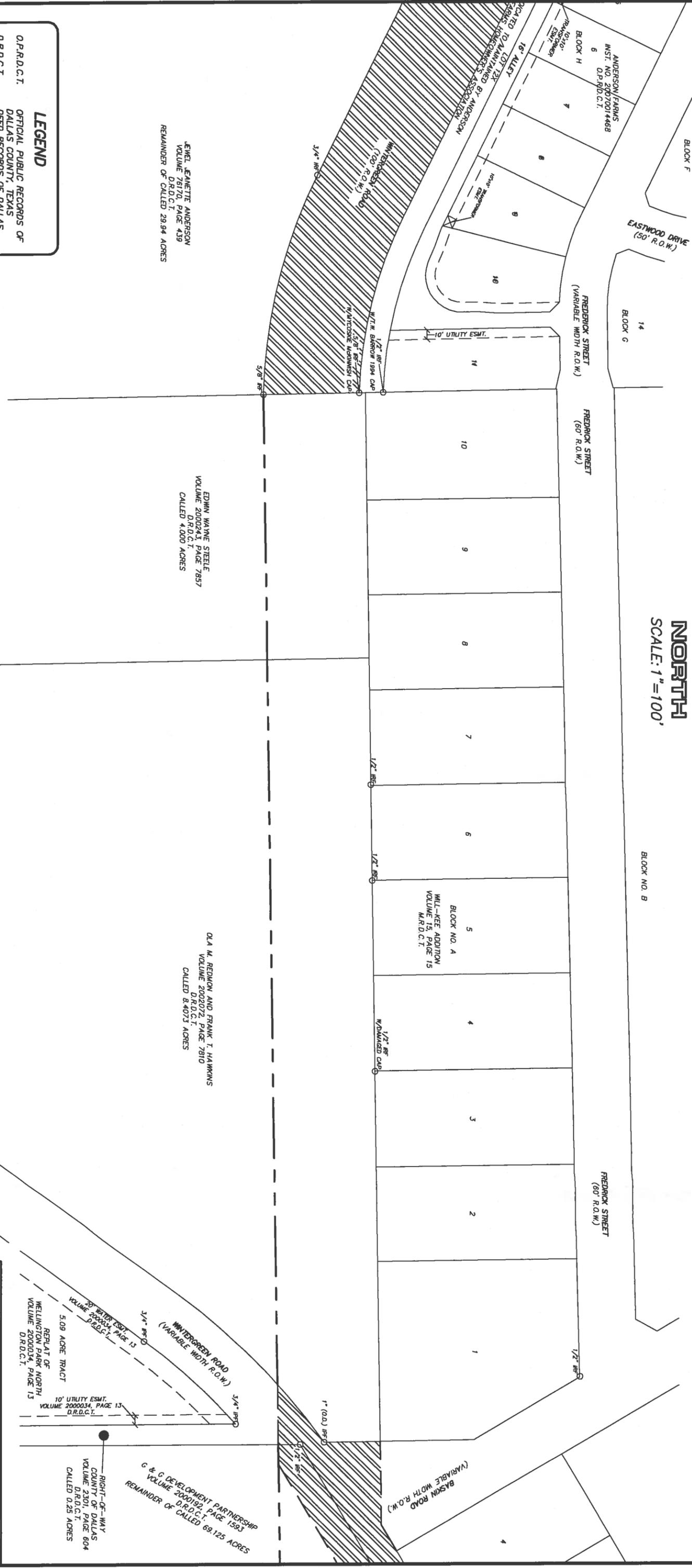
3/4" R.F.



**NORTH**  
SCALE: 1"=100'

**EXHIBIT "B"**  
PAGE 7 OF 13  
**LICENSED AREA**  
IN THE  
CITY OF LANCASTER  
DALLAS COUNTY, TEXAS

70



EMEL JEANETTE ANDERSON  
VOLUME 76170, PAGE 439  
D.R.D.C.T.  
REMAINDER OF CALLED 29.94 ACRES

EDWIN WAYNE STEELE  
VOLUME 290024, PAGE 7857  
D.R.D.C.T.  
CALLED 4.000 ACRES

OLA M. REDMON AND FRANK T. HAWKINS  
VOLUME 2002072, PAGE 7810  
D.R.D.C.T.  
CALLED 8.4073 ACRES

10' WATER ESMT.  
VOLUME 2000034, PAGE 13  
D.R.D.C.T.

5.09 ACRE TRACT  
REPLAT OF  
WELLINGTON PARK NORTH  
VOLUME 2000034, PAGE 13  
D.R.D.C.T.

RIGHT-OF-WAY  
COUNTY OF DALLAS  
VOLUME 2301, PAGE 604  
D.R.D.C.T.  
CALLED 0.25 ACRES

G & G DEVELOPMENT PARTNERSHIP  
VOLUME 200192, PAGE 1593  
D.R.D.C.T.  
REMAINDER OF CALLED 69.125 ACRES

**LEGEND**  
O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS OF  
DALLAS COUNTY, TEXAS  
D.R.D.C.T. DEED RECORDS OF DALLAS  
COUNTY, TEXAS  
M.R.D.C.T. MAP RECORDS OF DALLAS  
COUNTY, TEXAS  
INST. NO. INSTRUMENT NUMBER  
VOL., PG. VOLUME PAGE  
SQ. FT. SQUARE FEET  
R.O.W. RIGHT-OF-WAY  
ESMT. EASEMENT  
C.L. CENTERLINE  
C.M. CONTROLLING MONUMENT  
I.R.F. IRON ROD FOUND  
I.P.F. IRON PIPE FOUND  
I.R.S. W/CAP IRON ROD SET WITH PLASTIC  
CAP STAMPED "TX REG NO  
100189-00"

**LEGEND**  
LICENSED AREA  
(SHARED RIGHT-OF-WAY)

LICENSED AREA-LANCASTER.dwg

Dallas Water Utilities  
Southwest 120/96-Inch Water  
Transmission Pipeline Project



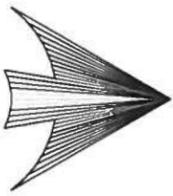
AECOM TECHNICAL SERVICES, INC.  
16000 DALLAS PARKWAY, SUITE 350  
DALLAS, TEXAS 75248  
WWW.AECOM.COM  
TBPB REG. NO. F-3580



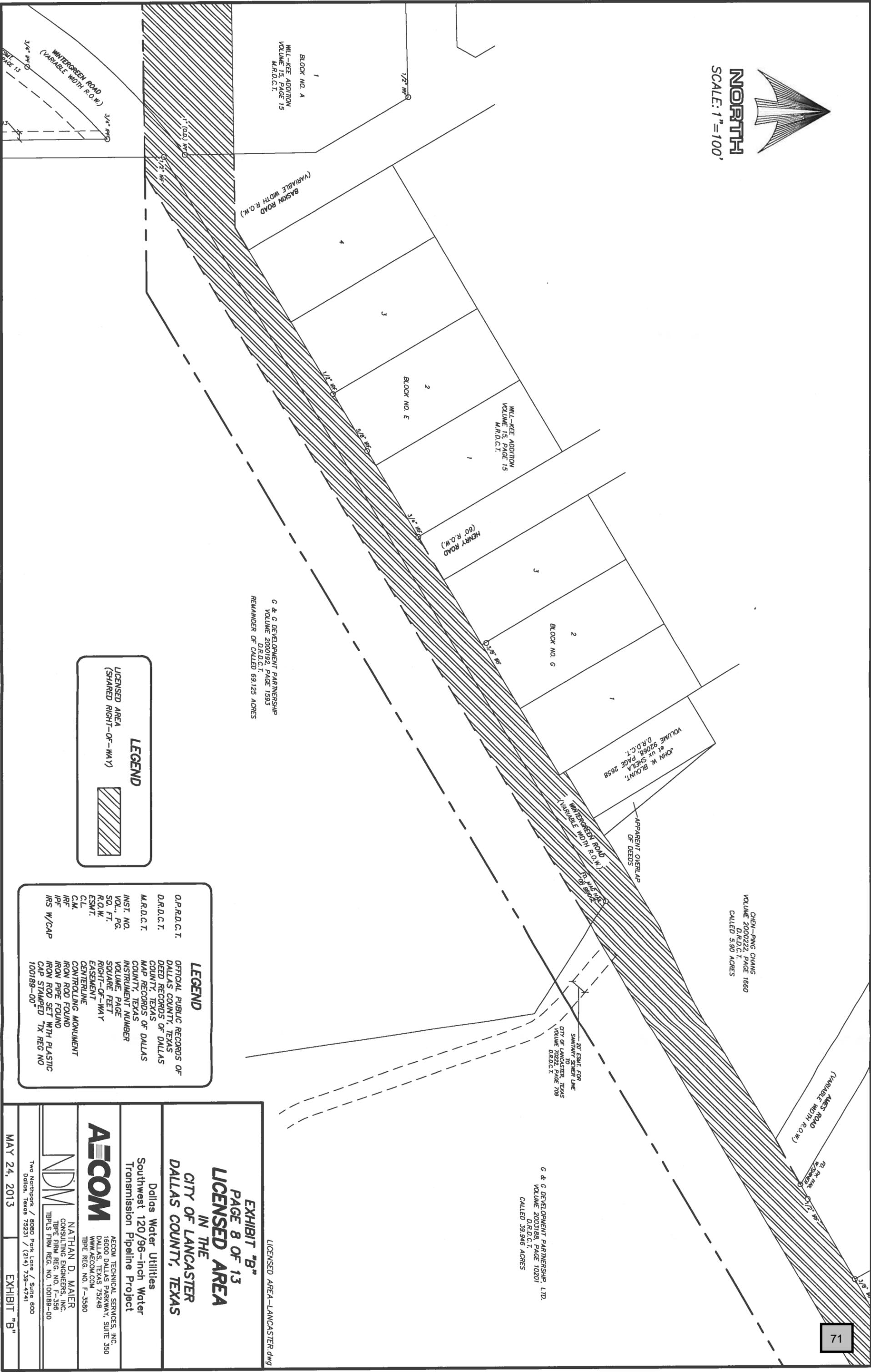
NATHAN D. MAIER  
CONSULTING ENGINEERS, INC.  
TBPB FIRM REG. NO. F-356  
TBPB FIRM REG. NO. 100189-00  
Two Northpark / 8080 Park Lane / Suite 800  
Dallas, Texas 75231 / (214) 739-4741

MAY 24, 2013

EXHIBIT "B"



**NORTH**  
SCALE: 1"=100'



**LEGEND**  
LICENSED AREA  
(SHARED RIGHT-OF-WAY)



**LEGEND**  
O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS OF  
D.A.R.D.C.T. DALLAS COUNTY, TEXAS  
M.R.D.C.T. DEED RECORDS OF DALLAS  
COUNTY, TEXAS  
INST. NO. MAP RECORDS OF DALLAS  
VOL., PG. COUNTY, TEXAS  
SQ. FT. INSTRUMENT NUMBER  
R.O.W. VOLUME, PAGE  
ESMT. SQUARE FEET  
C.L. RIGHT-OF-WAY  
C.M. EASEMENT  
IRF. CENTERLINE  
IPF. CONTROLLING MONUMENT  
IRS W/CAP IRON ROD FOUND  
IRON PIPE FOUND  
IRON ROD SET WITH PLASTIC  
CAP STAMPED TX REG NO  
100189-00

G & G DEVELOPMENT PARTNERSHIP  
VOLUME 2000192, PAGE 1593  
REMAINDER OF CALLED 69.125 ACRES

JOHN W. BLOUNT,  
et ux SHEILA  
VOLUME 92068, PAGE 2658  
D.R.D.C.T.

CHEN-PING CHANG  
VOLUME 2000222, PAGE 1660  
D.R.D.C.T.  
CALLED 5.90 ACRES

20' ESMT. FOR  
SANITARY SEWER LINE  
CITY OF LANCASTER, TEXAS  
VOLUME 70222, PAGE 709  
D.R.D.C.T.

G & G DEVELOPMENT PARTNERSHIP, LTD.  
VOLUME 2003198, PAGE 10201  
D.R.D.C.T.  
CALLED 39.946 ACRES

**EXHIBIT "B"**  
**PAGE 8 OF 13**  
**LICENSED AREA**  
**IN THE**  
**CITY OF LANCASTER**  
**DALLAS COUNTY, TEXAS**

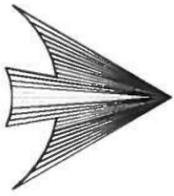
Dallas Water Utilities  
Southwest 120/96-Inch Water  
Transmission Pipeline Project

**AECOM**  
AECOM TECHNICAL SERVICES, INC.  
16000 DALLAS PARKWAY, SUITE 350  
DALLAS, TEXAS 75248  
WWW.AECOM.COM  
TBE REG. NO. F-3580

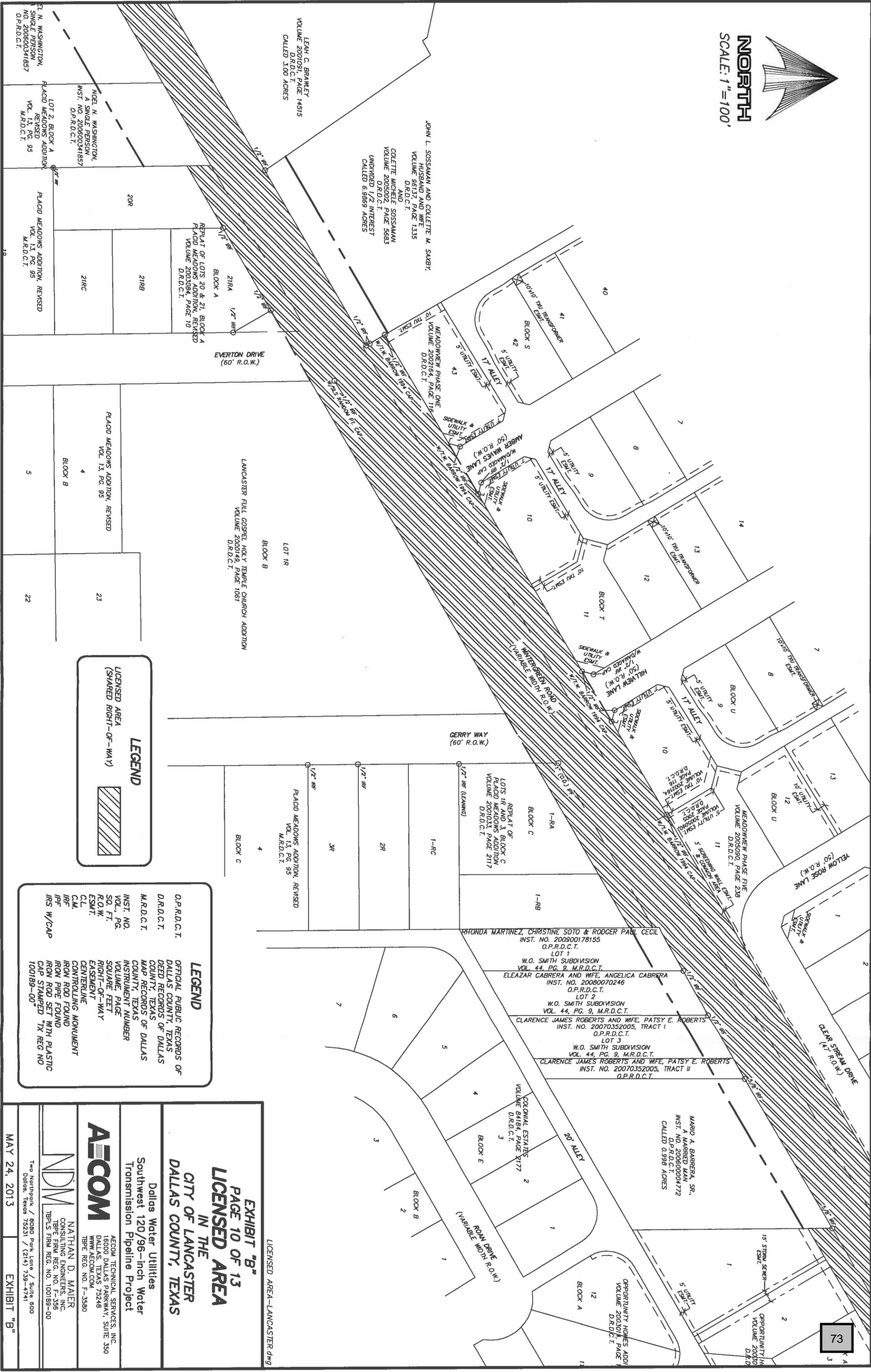
**NDM**  
NATHAN D. MAIER  
CONSULTING ENGINEERS, INC.  
TBE REG. NO. F-356  
TBEPLS FIRM REG. NO. 100189-00  
Two Northpark / 9080 Park Lane / Suite 600  
Dallas, Texas 75231 / (214) 739-4741

MAY 24, 2013 **EXHIBIT "B"**





**NORTH**  
SCALE: 1"=100'



**LEGEND**

LICENSED AREA (SHARED RIGHT-OF-WAY)

**LEGEND**

OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS DEED RECORDS OF DALLAS COUNTY, TEXAS MAP RECORDS OF DALLAS COUNTY, TEXAS INSTRUMENT NUMBER VOLUME, PAGE SQ. FT. R.O.W. RIGHT-OF-WAY EASEMENT CENTERLINE CONTROLLING MONUMENT IRON ROD FOUND IRON PIPE FOUND IRON ROD SET WITH PLASTIC CAP STAMPED "TX REG NO 100189-00"

O.P.R.D.C.T.  
D.R.D.C.T.  
M.R.D.C.T.  
INST. NO.  
VOL., PG.  
SQ. FT.  
R.O.W.  
EASMT.  
C.L.  
C.M.  
IRF  
IPF  
INS W/CAP

EXHIBIT "B"  
PAGE 10 OF 13  
IN THE  
CITY OF LANCASTER  
DALLAS COUNTY, TEXAS

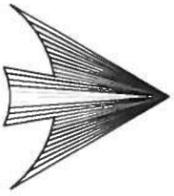
Dallas Water Utilities  
Southwest 120/96-Inch Water  
Transmission Pipeline Project

**AECOM**  
AECOM TECHNICAL SERVICES, INC.  
16000 DALLAS PARKWAY, SUITE 350  
DALLAS, TEXAS 75248  
WWW.AECOM.COM  
TBP# REG. NO. F-3580

**NDM**  
NATHAN D. MAIER  
CONSULTING ENGINEERS, INC.  
TBP# FIRM REG. NO. F-356  
TBP# PLUS FIRM REG. NO. 100189-00  
Two Northpark / 9090 Park Lane / Suite 600  
Dallas, Texas 75231 / (214) 739-4741

MAY 24, 2013

EXHIBIT "B"

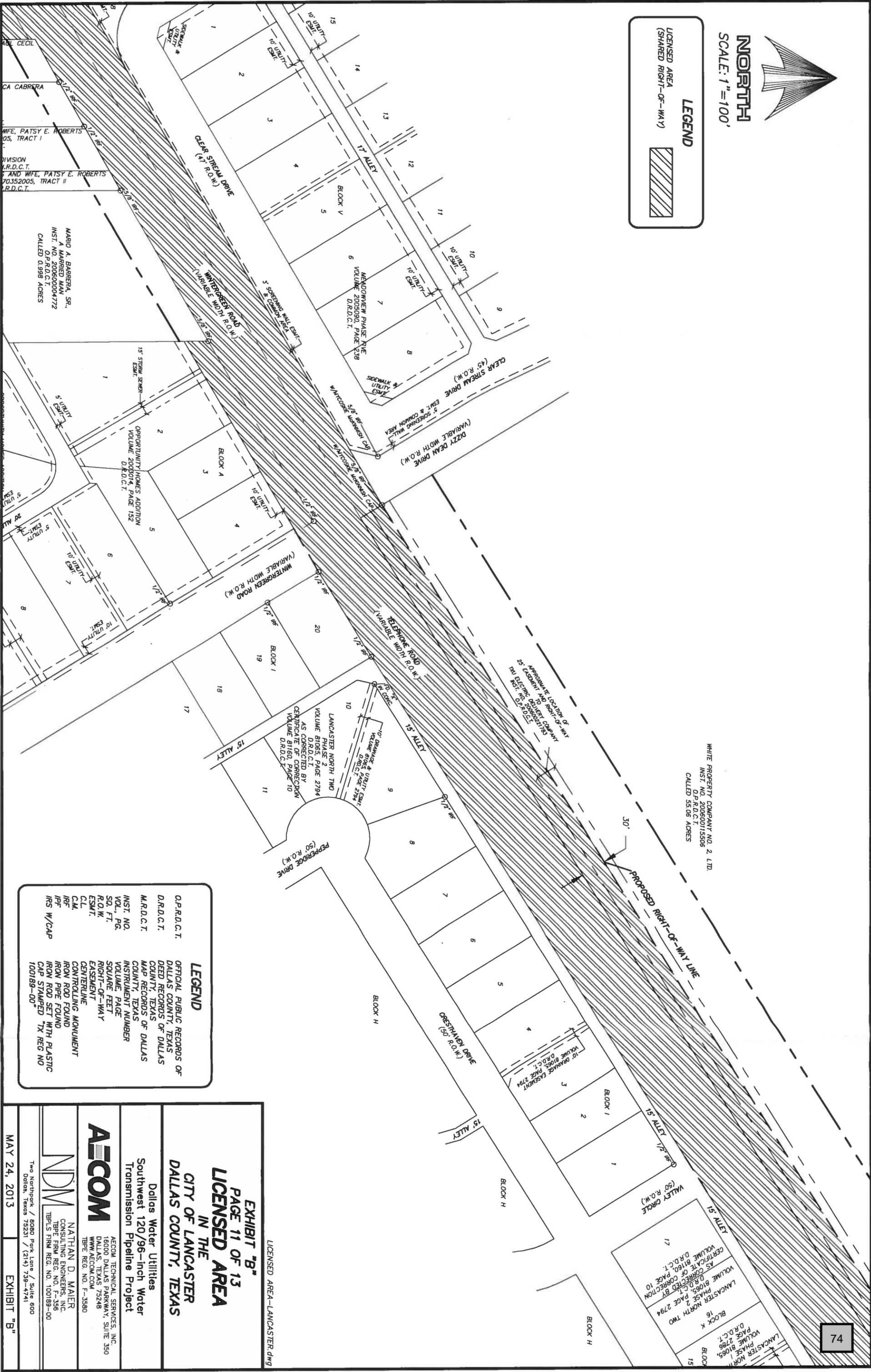


**NORTH**

SCALE: 1"=100'

**LEGEND**

LICENSED AREA  
(SHARED RIGHT-OF-WAY)



WHITE PROPERTY COMPANY NO. 2, LTD.  
INST. NO. 200600115508  
D.P.R.D.C.T.  
CALLED 55.06 ACRES

**LEGEND**

O.P.R.D.C.T.	OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS
D.R.D.C.T.	DEED RECORDS OF DALLAS COUNTY, TEXAS
M.R.D.C.T.	MAP RECORDS OF DALLAS COUNTY, TEXAS
INST. NO.	INSTRUMENT NUMBER
VOL., PG.	VOLUME, PAGE
SQ. FT.	SQUARE FEET
R.O.W.	RIGHT-OF-WAY
E.S.M.T.	EASEMENT
C.L.	CENTERLINE
C.M.	CONTROLLING MONUMENT
IRF	IRON ROD FOUND
IPF	IRON PIPE FOUND
IRS W/CAP	IRON ROD SET WITH PLASTIC CAP STAMPED TX REG NO 100189-00

**EXHIBIT "B"**  
**PAGE 11 OF 13**  
**LICENSED AREA**  
**IN THE**  
**CITY OF LANCASTER**  
**DALLAS COUNTY, TEXAS**

Dallas Water Utilities  
Southwest 120/96-Inch Water  
Transmission Pipeline Project

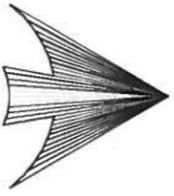
**AECOM**  
AECOM TECHNICAL SERVICES, INC.  
16000 DALLAS PARKWAY, SUITE 350  
DALLAS, TEXAS 75248  
WWW.AECOM.COM  
TBE REG. NO. F-3580

**NDM**  
NATHAN D. MAIER  
CONSULTING ENGINEERS, INC.  
1800 DALLAS PARKWAY, SUITE 350  
DALLAS, TEXAS 75248  
TBE REG. NO. 100189-00

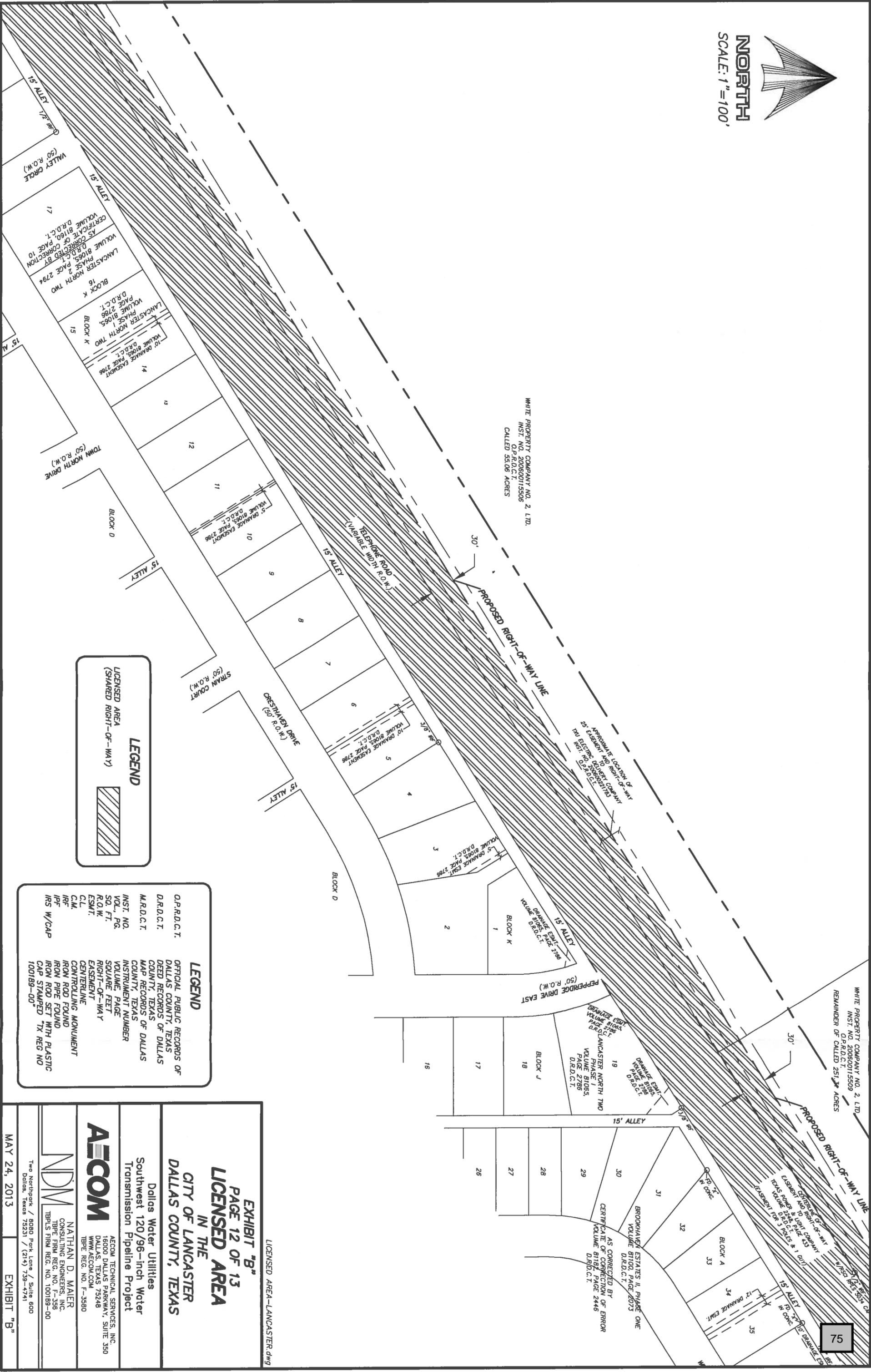
Two Northpark / 9080 Park Lane / Suite 600  
Dallas, Texas 75231 / (214) 799-4741

MAY 24, 2013

**EXHIBIT "B"**



**NORTH**  
SCALE: 1"=100'



WHITE PROPERTY COMPANY NO. 2, LTD.  
INST. NO. 200600115506  
O.P.R.D.C.T.  
CALLED 55.06 ACRES

APPROXIMATE LOCATION OF  
25' EASEMENT TO WHITE COMPANY  
AND ELECTRIC SERVICE COMPANY  
TRU INST. NO. 200600202178  
O.P.R.D.C.T.

WHITE PROPERTY COMPANY NO. 2, LTD.  
INST. NO. 200600115509  
O.P.R.D.C.T.  
REMAINDER OF CALLED 251.34 ACRES

APPROXIMATE LOCATION OF  
EASEMENT AND TO WHITE COMPANY  
TEXAS POWER & LIGHT COMPANY  
INST. NO. 200600115509  
O.P.R.D.C.T. CALLED 1.0077 ACRES

**LEGEND**

LICENSED AREA  
(SHARED RIGHT-OF-WAY)

**LEGEND**

OFFICIAL PUBLIC RECORDS OF  
DALLAS COUNTY, TEXAS  
DEED RECORDS OF DALLAS  
COUNTY, TEXAS  
MAP RECORDS OF DALLAS  
COUNTY, TEXAS  
INSTRUMENT NUMBER  
VOLUME, PAGE  
SQUARE FEET  
RIGHT-OF-WAY  
EASEMENT  
CENTERLINE  
CONTROLLING MONUMENT  
IRON ROD FOUND  
IRON PIPE FOUND  
IRON ROD SET WITH PLASTIC  
CAP STAMPED "TX REG NO  
100189-00"

O.P.R.D.C.T.  
D.R.D.C.T.  
M.R.D.C.T.  
INST. NO.  
VOL., PG.  
SQ. FT.  
R.O.W.  
E.S.M.T.  
C.L.  
C.M.  
I.P.F.  
I.P.P.  
I.M.S. W/CAP

LICENSED AREA-LANCASTER.dwg

**EXHIBIT "B"**  
PAGE 12 OF 13  
IN THE  
CITY OF LANCASTER  
DALLAS COUNTY, TEXAS

Dallas Water Utilities  
Southwest 120/96-Inch Water  
Transmission Pipeline Project

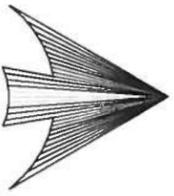
**AECOM**  
AECOM TECHNICAL SERVICES, INC.  
16000 DALLAS PARKWAY, SUITE 350  
DALLAS, TEXAS 75248  
WWW.AECOM.COM  
TBP# REG. NO. F-3580

**NDM**  
NATHAN D. MAIER  
CONSULTING ENGINEERS, INC.  
TBP# FIRM REG. NO. F-356  
TBP# PLUS FIRM REG. NO. 100189-00  
TBP# REG. NO. F-3580

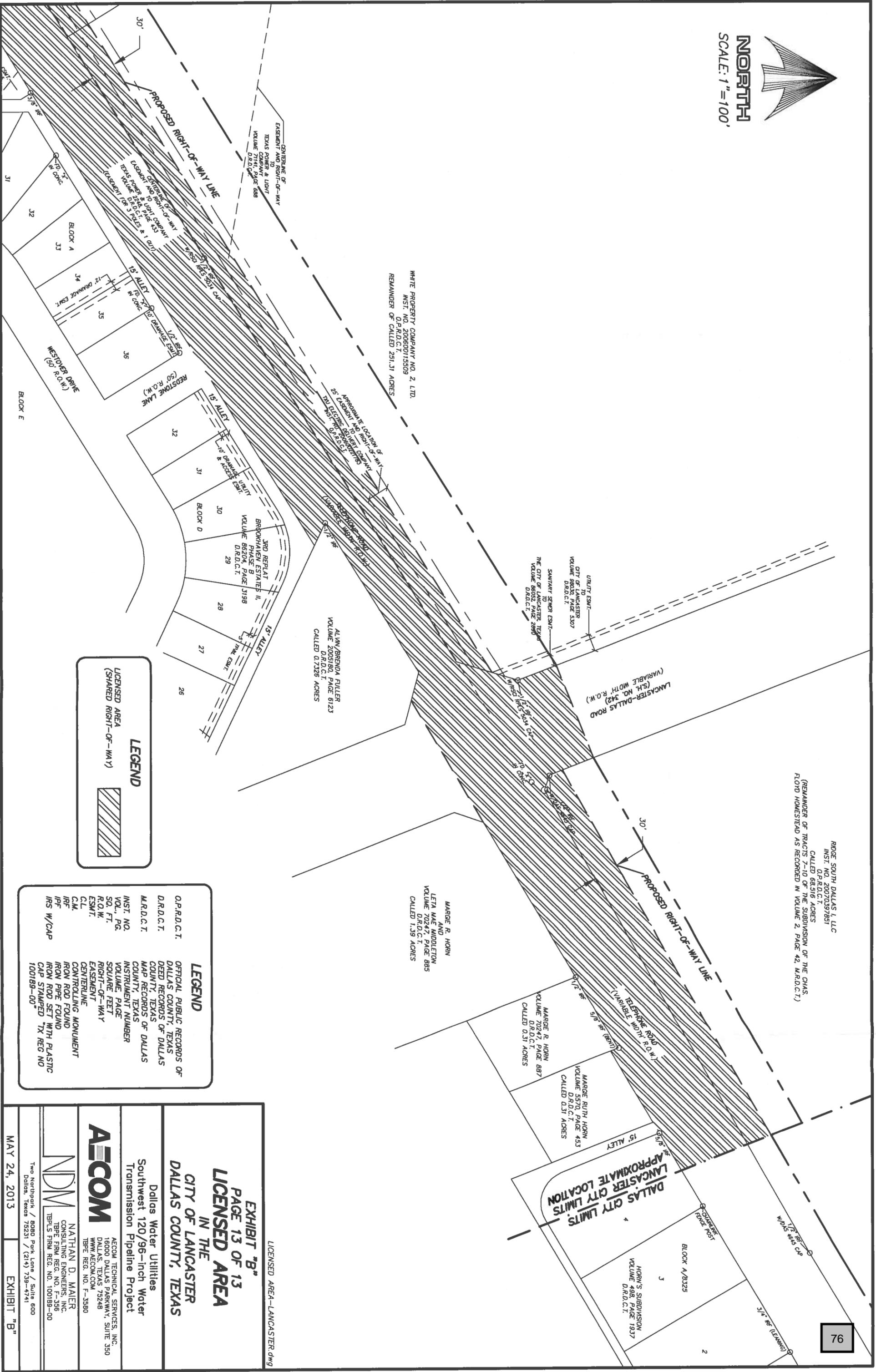
Two Northpark / 9090 Park Lane / Suite 600  
Dallas, Texas 75231 / (214) 739-4741

MAY 24, 2013

**EXHIBIT "B"**



SCALE: 1"=100'



**LEGEND**

LICENSED AREA (SHARED RIGHT-OF-WAY)

**LEGEND**

OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS DEED RECORDS OF DALLAS COUNTY, TEXAS MAP RECORDS OF DALLAS COUNTY, TEXAS INSTRUMENT NUMBER VOLUME PAGE SQUARE FEET RIGHT-OF-WAY EASEMENT CENTERLINE CONTROLLING MONUMENT IRON ROD FOUND IRON PIPE FOUND IRON ROD SET WITH PLASTIC CAP STAMPED TX REG NO 100189-00

O.P.R.D.C.T.  
D.R.D.C.T.  
M.R.D.C.T.  
INST. NO.  
VOL., PG.  
SQ. FT.  
R.O.W.  
ESMT.  
C.L.  
C.M.  
IRF  
IPF  
IKS W/CAP

RIIDGE SOUTH DALLAS I, LLC  
INST. NO. 20070397851  
O.P.R.D.C.T.  
CALLED 68,516 ACRES  
(REMAINDER OF TRACTS 7-10 OF THE SUBDIVISION OF THE CHAS. FLOYD HOMESTEAD AS RECORDED IN VOLUME 2, PAGE 42, M.R.D.C.T.)

MARGIE R. HORN  
AND  
LETA MAE MIDDLETON  
VOLUME 70247, PAGE 885  
D.R.D.C.T.  
CALLED 1.39 ACRES

ALVIN/BRENDA FULLER  
VOLUME 2005180, PAGE 6123  
D.R.D.C.T.  
CALLED 0.7326 ACRES

MARGIE R. HORN  
VOLUME 70247, PAGE 887  
D.R.D.C.T.  
CALLED 0.31 ACRES

MARGIE RUTH HORN  
VOLUME 5570, PAGE 453  
D.R.D.C.T.  
CALLED 0.31 ACRES

DALLAS CITY LIMITS  
LANCASTER CITY LIMITS  
APPROXIMATE LOCATION

HORN'S SUBDIVISION  
VOLUME 498, PAGE 1937  
D.R.D.C.T.

LICENSED AREA-LANCASTER.dwg

**EXHIBIT "B"**  
**PAGE 13 OF 13**  
**LICENSED AREA**  
**IN THE**  
**CITY OF LANCASTER**  
**DALLAS COUNTY, TEXAS**

Dallas Water Utilities  
Southwest 120/96-inch Water  
Transmission Pipeline Project



AECOM TECHNICAL SERVICES, INC.  
16000 DALLAS PARKWAY, SUITE 350  
DALLAS, TEXAS 75248  
WWW.AECOM.COM  
TBEF REG. NO. F-3580



NATHAN D. MAIER  
CONSULTING ENGINEERS, INC.  
TBEF FIRM REG. NO. F-358  
TBEF'S FIRM REG. NO. 100189-00

Two Northpark / 8080 Park Lane / Suite 600  
Dallas, Texas 75231 / (214) 739-4741

MAY 24, 2013

EXHIBIT "B"

## Agenda Communication

July 28, 2014

---

**Discuss and consider a resolution to support the Regional Transportation Council's (RTC) resolution to promote the adequate funding of transportation.**

---

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

**Goal: Sound Infrastructure**

---

### **Background**

The United States Department of Transportation Secretary Anthony Foxx recently visited the North Texas region during his Invest in America, Commit to the Future Bus Tour. During the visit, Secretary Foxx stressed the importance of transportation infrastructure and the numerous economic opportunities it creates, as well as called for a heightened awareness of the need for transportation funding. As a result, the Regional Transportation Council (RTC) approved a resolution supporting adequate funding for transportation and requested other local governments to encourage Congress to provide adequate levels of transportation funding.

### **Considerations**

- **Operational** – The North Central Texas Council of Governments (NCTCOG) is designated as the Metropolitan Planning Organization (MPO) for the Dallas Fort Worth Metropolitan Area by the Governor of Texas in accordance with Federal law. The Regional Transportation Council (RTC) is the regional transportation policy body associated with the North Central Texas Council of Governments, and has been and continues to be the regional forum for cooperative decisions on transportation. The RTC is asking that municipalities within the region join them by supporting adequate transportation as a show of solidarity for future lobbying efforts by the regional North Texas delegation.
- **Legal** – The City Attorney has reviewed the resolution and approved it as form.
- **Financial** – No funding is required from the City of Lancaster at this time. It is of note that support of adequate transportation funding will voice support for funding through the federal government, which is passed down to the state for funding much needed transportation project within our region. With the Highway Transportation fund's expected exhaustion by August 2014, this could lead to delayed transportation projects in the future for the State, the region, and possibly local projects.

- **Public Information** – There are no public information requirements other than the requisite 72 hour notification as outlined in the Texas Open Meetings Act.

**Options/Alternatives**

1. Council may approve the resolution.
2. Council may deny the resolution.

**Recommendation**

Staff recommends approving the resolution to support adequate transportation in the region.

**Attachments**

- Resolution
- 

**Submitted by:**

Rona Stringfellow, Assistant City Manager

## RESOLUTION NO.

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, SUPPORTING THE REGIONAL TRANSPORTATION COUNCIL'S ADEQUATE FUNDING OF TRANSPORTATION; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the North Central Texas Council of Governments (NCTCOG) is designated as the Metropolitan Planning Organization (MPO) for the Dallas-Fort Worth Metropolitan Area by the Governor of Texas in accordance with the federal law; and,

**WHEREAS**, the Regional Transportation Council (RTC), comprised primarily of local elected officials, is the regional transportation policy body associated with the North Central Texas Council of Governments, and has been and continues to be the regional forum for cooperative decisions on transportation; and,

**WHEREAS**, United States Transportation Secretary Anthony Foxx recently concluded his Invest in America, Commit to the Future Bus Tour in Garland, Texas, highlighting the need for a national investment in roads, bridges, ports and transit systems; and,

**WHEREAS**, during the bus tour, Secretary Foxx stressed the importance of transportation projects' ability to provide ladders of opportunity to create jobs, plan for the future and spur economic development; and,

**WHEREAS**, the balance in the Highway Trust Fund is expected to be exhausted by August 2014, which could lead to transportation projects being delayed; and,

**WHEREAS**, transportation needs far outpace the ability of the Highway Trust Fund at the federal level and the State Highway Fund at the state level, leading to a backlog of needed transportation projects; and,

**WHEREAS**, voices from across the nation such as elected officials, business leaders and citizens need to be heard on the need to address transportation funding needs; and,

**WHEREAS**, several initiatives at the federal and state levels, such as the November 2014 election for Proposition 1, the need to address the Highway Trust Fund shortfall, the reauthorization of MAP 21 in Congress and the upcoming 84<sup>th</sup> Texas Legislature, present real opportunities to address transportation funding needs in a meaningful way; and

**WHEREAS**, the Regional Transportation Council has adopted a Resolution to support the need to adequately fund transportation and has asked that other municipalities within the region take similar action.

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

**SECTION 1.** The City of Lancaster supports the need to adequately fund transportation.

**SECTION 2.** Members of the Regional Transportation Council will carry the message about the ability of transportation projects to create jobs and spur economic development along with the need to adequately fund transportation to groups in their communities such as chambers of commerce, other business groups, neighborhood associations, and others.

**SECTION 3.** The Director of Transportation of the NCTCOG is permitted to communicate this position of support on behalf of the RTC and those members cities who support this resolution.

**SECTION 4.** This resolution will be transmitted to the U. S. Department of Transportation, the North Central Texas Congressional and Legislative Delegations, partner transportation organizations and all impacted local governments in the Dallas-Fort Worth region.

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

**SECTION 6.** Should any part of this Resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

**SECTION 7.** This Resolution shall become effective immediately from and after its passage, as the law and charter in such cases provide.

**DULY PASSED** and approved by the City Council of the City of Lancaster, Texas, on this the 28<sup>th</sup> day of July 2014.

**ATTEST:**

**APPROVED:**

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

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

**APPROVED AS TO FORM:**

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

## Agenda Communication

July 28, 2014

---

**Consider a resolution adopting City Council Goals and Objectives obtained in the June 2014 City Council Retreat Report.**

---

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

---

### **Background**

City Council conducted its annual strategic planning session June 2 and 3, 2014. Following Council's planning session, Julia Novak (The Novak Consulting Group) compiled information from Council's discussions into a report that defines the five year goals, strategies, Mission Statement and Vision 2027 for the City.

### **Considerations**

- **Operational** - Council goals and strategies provide the foundation to match City resources with priorities and help provide efficient services to citizens. Formal adoption of the goals and strategies is a "best practice" that establishes a clear, unified message for staff and the community.
- **Legal** – The City Attorney has approved as to form the adopting resolution.
- **Financial** – There is no financial impact in adopting the goals and strategies document.
- **Public Information** – The item is being considered at a meeting noticed in accordance with the Texas Open Meetings Act.

### **Options/Alternatives**

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

### **Recommendation**

Staff recommends the adoption of the report as presented.

### **Attachments**

- Resolution
  - City Council Retreat Report – June 2014
- 

### **Submitted by:**

Opal Mauldin Robertson, City Manager

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, ADOPTING CITY COUNCIL GOALS AND OBJECTIVES CONTAINED IN THE JUNE 2014 CITY COUNCIL RETREAT REPORT, AS ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES AS EXHIBIT "A"; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the City Council met in a strategic planning session June 2 & June 3, 2014 to review, discuss and refine City Council's vision and mission for the City of Lancaster; and

**WHEREAS,** after discussion and consideration, the City Council updated the five year goals and strategies for the City of Lancaster which identifies a foundation of principles upon which the community will continue to prosper; and

**WHEREAS,** the City Council desires to adopt the City Council Retreat Report prepared by The Novak Consulting Group following the strategic planning session and the goals, strategies, Mission Statement and Vision 2027 contained in said report;

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

**SECTION 1.** That the City Council Goals and Objective contained in the June 2014 City Council Retreat Report, attached hereto and incorporated herein by reference as Exhibit "A", having been reviewed by the City Council of the City of Lancaster, Texas, and found to be acceptable and in the best interest of the City and its citizens, be, and the same is hereby, in all things approved and adopted.

**SECTION 2.** That any prior resolutions of the City of Lancaster, Texas, in conflict with the provisions of this resolution, except as noted herein, be, and the same are hereby, repealed and revoked.

**SECTION 3.** That this resolution shall take effect immediately from and after its adoption and it is accordingly so resolved.

**DULY PASSED** and approved by the City Council of the City of Lancaster, Texas, on this the 28<sup>th</sup> day of July 2014.

**ATTEST:**

**APPROVED:**

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

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

**APPROVED AS TO FORM:**

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

**Lancaster City Council**

**Strategic Planning Retreat Report**

**June 3 and 4, 2014**



## Executive Summary

#

At its strategic planning session conducted June 3 and 4, 2014, the Lancaster City Council:

- Reaffirmed its Vision Statement and Mission statements and its six Key Performance Areas (KPA's);
- Slightly modified the language in some of the KPAs
- Determined which existing initiatives should be considered ongoing
- Identified ten new initiatives.

### Vision

Lancaster is a proud, vibrant city. We celebrate our diversity and history, preserve our natural beauty, and are the economic hub of the south DFW metroplex. Our citizens take pride in our city. The Lancaster community is the best place to live, with excellent schools and educational opportunities, and attractive corridors and neighborhoods. Our citizens enjoy convenient living.

### Mission

Lancaster city government is financially sustainable and provides efficient customer-friendly services. Our citizens have trust and confidence in city government and leaders.

## Key Performance Areas

#

### Financially Sound City Government

The City has a long-range financial plan and has prudent fiscal policies and processes in place. It has met or exceeded all fund reserve goals, has funds available to address the needs of the community, and responsibly manages its debt. The community continues to move toward a more competitive tax rate.

### Civic Engagement

The City provides a variety of opportunities for involvement through special events, boards and commissions, youth and parent volunteer opportunities in recreation, sports teams, City elections, civic academies, schools, and City-wide celebrations.

### Healthy, Safe and Vibrant Community

Lancaster is a place where we enhance public safety in our neighborhoods. The community unites at City-wide events and participates in recreational and cultural activities that keep residents involved and engaged in their respective neighborhoods. Compassionate enforcement personnel help to sustain vibrant residential and business communities. All residents have access to parks and leisure facilities where they live.

### Professional and Committed City Workforce

Lancaster City government is an employer of choice with competitive pay that attracts an engaged, responsive, customer-oriented, innovative, and effective workforce. Some employees live in the City and all have a sense of ownership of the community. City employees feel needed and appreciated by elected officials, residents and businesses and are respectful to and appreciative of their customers and the City's governing body. The City's executive staff is engaged with residents and attends community events, upholds strong customer service, and uses technology to aid them in working smarter.

### Quality Development

The City encourages high quality construction in its housing, commercial buildings and public facilities. The City employs sustainable building practices and encourages conservation and the use of alternative energy sources. The City has a diverse housing stock with walkable neighborhoods and other high-quality neighborhood amenities. A diversity of commercial businesses includes corporate business parks and distribution facilities which make use of the expanded airport, rail, and highway system. Retail areas have grown because of growth in industrial, commercial and residential development.

### Sound Infrastructure

The City has well-maintained streets and well-planned preventive maintenance programs for infrastructure; including streets, water, stormwater, wastewater and other assets.

### Ongoing Initiatives

- Support Lancaster neighborhoods in the creation of Public Improvement Districts (PIDS) throughout the city to strengthen and connect neighborhoods
- Assess the Community Policing Strategy
- Update Compensation Survey
- Prioritize Street Maintenance Based on Pavement Management Program
- Plan for new Fleet Maintenance Facility
- Promote Development of a Hotel/Convention Center
- Development of I-20 and Houston School Road
- Ensure the City's Tax Rate is Competitive

### New Initiatives

- Downtown and Other Strategic Areas Tax Increment Financing (TIF) Strategy
- Bathrooms at Bear Creek Nature Park
- Increased Council Training Funding
- Cementitious Building Materials
- Increase Street Maintenance Funding
- Rental Registration Program

Promote Campus District  
Enhanced Entry Features  
High-end Home Development  
Debt Policy

## Retreat Summary#

**JUNE 3, 2014**  
**8:30 AM TO 4:30 PM**

### Introductions#

The Lancaster City Council convened on June 3 to begin a two-day retreat. Attending the meeting were:

- Marcus E. Knight, Mayor
- Carol Strain-Burk, District 1
- Stanley Jaglowski, District 2
- Marco Mejia, District 3
- James Daniels, District 4, Mayor pro tem
- LaShonjia Harris, District 5, Deputy Mayor pro tem
- Nina Morris, District 6

The following staff also attended:

- Opal Mauldin-Robertson, City Manager
- Rona Stringfellow, Assistant City Manager
- Angie Arenas, City Secretary

Mayor Knight welcomed participants. He said that he wanted to share good financial news with the governing body. The City learned recently that it had received an AA- credit rating, which is the second time in recent years that the credit rating had improved.

Julia Novak of The Novak Consulting Group was introduced as the facilitator of the retreat. She reviewed the norms for the retreat, the agenda, and the desired outcomes.

### Agenda

The agenda has been modified to include the executive staff. This morning will be devoted to the governing body, revisiting the work done last year regarding the brand, and roles and expectations. The executive team will join the governing body in the afternoon. The work with the executive team will focus on the successes of the past year and the new initiatives to be considered in the next year.

### Outcomes

The desired outcomes are:

- Refocus the attention on establishing policy and prioritization for the City
- Strengthen working relationships with each other and executive staff
- Review Strategic Plan
- Set new goals

### Expectations

Members of the governing body and staff were then asked to outline their expectations for the retreat.

- Ms. Harris said she would like to meet the outcomes, adhere to the norms and rules.
- Ms. Strain-Burk said the retreat would help the governing body to refocus their energy and thoughts on their goals.
- Ms. Robertson said she and the staff wanted to know expectations for coming year and thoughts on progress of the last year.
- Ms. Stringfellow said she would like to know staff's marching orders and said she was excited to be part of the governing body process for the first time.
- Ms. Arenas said she wanted to know what staff could do for Council to help them better serve the community.
- Mr. Jaglowski said he wanted to revisit what the governing body accomplished over last year and what it can revisit and re-prioritize.
- Ms. Morris said that hearing about the good things the City had accomplished gave her energy. She said she realized that there will also be discussion about what the City had not accomplished, but she looks forward to determining how to address unfinished priorities. She said she also expected that the governing body would adhere to the norms for the retreat as outlined.
- Mayor Knight said that he would expect the governing body to focus on some big ideas, big picture issues. He said that for the past six years, the City had to work hard to just tread water. Now the City is starting to make good progress, with that there is opportunity to have some long-term vision for what we can do to make this community what we know it can be.

## Opening Remarks

Each member of the governing body was asked to complete the following sentences.

1. I serve my community on this governing body because...
2. What I enjoy most about being on this governing body is...
3. What frustrates me most about the process of governing is...
4. What I contribute to the decision making process of the City Council is...
5. I think this governing body does \_\_\_\_\_ extremely well.
6. I think this governing body could do a better job of \_\_\_\_\_.
7. In the coming year I plan to \_\_\_\_\_ to help make this governing body be an (even more) effective body.

Mr. Mejia:

- I serve my community on this governing body because...
  - I could provide better leadership than they had before.
- What I enjoy most about being on this governing body is...
  - The ability to serve my constituents and express my vision for the City of Lancaster.
- What frustrates me most about the process of governing is...
  - Bureaucracy and that the Councilmembers don't fully understand my vision.
- What I contribute to the decision making process of the City Council is...
  - A business-minded aspect to the board.
- I think this governing body does \_\_\_\_\_ extremely well.
  - They care for the Lancaster constituents.
- I think this governing body could do a better job of \_\_\_\_\_
  - Being more fiscally conservative.
- In the coming year I plan to \_\_\_\_\_ to help make this governing body be an (even more) effective body.
  - Do whatever it takes to help this body be even more effective.

Mr. Daniels:

- I serve my community on this governing body because...
  - Of the wish of the people, and I saw a lack of participation with the previous elected officials in District 4.
- What I enjoy most about being on this governing body is...
  - The future vision of the Council.
- What frustrates me most about the process of governing is...
  - Total honesty by the staff.
- What I contribute to the decision making process of the City Council is...
  - Leadership by working on the agenda issues.
- I think this governing body does \_\_\_\_\_ extremely well.
  - Work together.
- I think this governing body could do a better job of \_\_\_\_\_.
  - Communicating with each other.

- In the coming year I plan to \_\_\_\_\_ to help make this governing body be an (even more) effective body.
  - Exert more leadership in helping the governing body to be more effective.

Mr. Jaglowski:

- I serve my community on this governing body because...
  - I see the need and recognize that one person can make a difference.
- What I enjoy most about being on this governing body is...
  - Meeting so many people and having the ability to help solve the community's and households' concerns.
- What frustrates me most about the process of governing is...
  - The long-time process to get a project done and then not being able to fully meet someone's expectations on a concern.
- What I contribute to the decision making process of the City Council is...
  - Being informed, asking questions, being involved outside the City, and thus attending the meetings well prepared and ready for decision making.
- I think this governing body does \_\_\_\_\_ extremely well.
  - Recognizes that logistics, increasing the primary pay roll jobs and daytime population are immediate needs for the economic success of Lancaster.
- I think this governing body could do a better job of \_\_\_\_\_.
  - Interacting better with the staff, showing them more compassion one-on-one, and getting to know them on a personal level.
- In the coming year I plan to \_\_\_\_\_ to help make this governing body be an (even more) effective body.
  - Listen and support the other observations and the other Councilmembers in their districts with their goals.

Ms. Harris:

- I serve my community on this governing body because...
  - I care and I've always been involved in my community. I also serve because I believe that people, particularly in my district, deserve that representation and to have their voice at the table.
- What I enjoy most about being on this governing body is...
  - Being a part of the decision-making process. I enjoy knowing that I'm giving back and paying it forward. Someone did it for me, and it's my responsibility to do the same. It's God's work.
- What frustrates me most about the process of governing is...
  - Sometimes it appears that there are hidden agendas. I agree that full honesty is not always present. I understand it's a part of politics, but it's frustrating.
- What I contribute to the decision-making process of the City Council is...
  - My years of being in the business arena. Professionally I have always served people so I contribute that as well. I also contribute the passion I have for people and growth and quality living, beautification.
- I think this governing body does \_\_\_\_\_ extremely well.
  - Has passion for their issues. I respect each individual for their passion.

- I think this governing body could do a better job of \_\_\_\_\_.
  - Following the democratic process and understanding that we agree to disagree without it being personal or judgmental. That's why we have single-person districts. Each makes Lancaster. It's important to blend that. But we also have an opportunity to put old things to rest. There is a lot of old conflict to put to rest.
- In the coming year I plan to \_\_\_\_\_ to help make this governing body be an (even more) effective body.
  - Seeing what others' goals are and helping to support those as well. It is one Lancaster.

Mayor Knight:

- I serve my community on this governing body because...
  - I feel I have and can have a positive impact on the direction of my City.
- What I enjoy most about being on this governing body is...
  - Being able to witness the policies and the decisions that this body makes come to fruition.
- What frustrates me most about the process of governing is...
  - It's not about the business, it's about the personalities.
- What I contribute to the decision-making process of the City Council is...
  - A spirit of fairness. I'm approachable. I want to be able to work out whatever our issues are and achieve a grand vision.
- I think this governing body does \_\_\_\_\_ extremely well.
  - I don't know there is one thing we do really well. I think we're good at some things. My hope is that we can learn how to do things really well. If that is a reflection on me, I'll own that.
- I think this governing body could do a better job of \_\_\_\_\_.
  - Figuring out the big picture ideas for the community. Let's focus more of our energy on that.
- In the coming year I plan to \_\_\_\_\_ to help make this governing body be an (even more) effective body.
  - Look at myself in the mirror and see where I can try to be better or where I can improve. But ultimately my plan is to try to continue to be a good team player.

Ms. Morris:

- I serve my community on this governing body because...
  - This City gave so much to me when I was growing up that it's something that I desired to do, even when I was high school. I serve because it's the right thing to do. It's a service that cannot be measured.
- What I enjoy most about being on this governing body is...
  - When I'm able to do something in my district that has been asked of me. It warms my spirit. I enjoy the people, hearing different perspectives, the networking, the opportunities it has afforded me through a variety of organizations and programs.
- What frustrates me most about the process of governing is...
  - We all have a passion for what we do. But it frustrates me is that our visions aren't always the same and sometimes Council can't accept us for the passion or views we

have instead of sitting down and explaining and agreeing to disagree. We can't get past it. It becomes a personal issue rather than a business issue.

- What I contribute to the decision making process of the City Council is...
  - Progressiveness. I wanted to be a part of the City building, the City going forward. I feel that being in this position gives me an opportunity to contribute to making the City great.
- I think this governing body does \_\_\_\_\_ extremely well.
  - We each do something well individually, but collectively we could do better. We could promote the City better as a body. We do attend meetings. It's my understanding that other governing bodies have issues with everyone attending meetings.
- I think this governing body could do a better job of \_\_\_\_\_.
  - Accepting individual ideas for what they are. Even if they don't agree. It doesn't mean we don't like each other, or hate each other, or team up against each other.
- In the coming year I plan to \_\_\_\_\_ to help make this governing body be an (even more) effective body.
  - Support everyone in their ideas. Last year I had a reality check. As I look back on it, this year is about the community, the City of Lancaster, and getting the job done.

Ms. Strain-Burk:

- I serve my community on this governing body because...
  - I was born and raised here. I have a history. I know when we were very sought after because of our education. I have the passion to try to make a difference to the best of my ability. I want good development, but quality development that will be here 50 years from now.
- What I enjoy most about being on this governing body is...
  - Being able to be part of the process and seeing the positive things to move the City forward.
- What frustrates me most about the process of governing is...
  - The amount of time it takes to get from the first step to the final step because you have to be open to the public and hear the public. But you have to go through the steps, which can be frustrating. Another item that frustrates me is that our core assets are recognized in the community but we don't put in teeth behind it. It frustrates me that the citizens' cups are half full rather than half empty. We have to fight the reputation that has happened over the years that we are hard to work with as a City. The Dallas Morning News has blackballed us. There are standards that have been put in place. If developers were in Frisco, Plano or Richardson, developers wouldn't bat an eye but we lower our standards.
- What I contribute to the decision making process of the City Council is...
  - The desire for the quality, and that I'm pretty good at agreeing to disagree. If a decision is made, I go on with it. I have gotten blamed for things that I didn't vote for. Once something is passed, that's the decision.
- I think this governing body does \_\_\_\_\_ extremely well.
  - I think the focus of this Council has been to move the City forward. Even with a room full of citizens, we are still willing to vote on something that will help our community.
- I think this governing body could do a better job of \_\_\_\_\_.
  - Attend some more community meetings, being more visible.

- In the coming year I plan to \_\_\_\_\_ to help make this governing body be an (even more) effective body.
  - Be more proactive with some developers to spark a conversation. I also want to be more outside the community at some meetings.

During the course of conversation two items were identified to discuss: honesty and hidden agendas. Ms. Novak said the issues of honesty and hidden agendas are difficult to discuss. But she said the governing body had to be able to dispense with those and begin a clean slate. She suggested that an exercise the governing body had used before be used again.

Mayor Knight suggested that the governing body discuss what it is responsible for. He said that could be the foundation so that we start to develop an understanding and appreciation for each other. The governing body should discuss its role as elected officials and the role of staff. One thing I heard was the trust level of staff, but if we understand their role maybe that satisfies some of the issues.

Through discussion, the City Council said that it understood that its role was to make policy, but that they did bring differing visions to the table. In addition, when they ask for research on a given issue, they do expect follow up.

Mayor Knight indicated that any member of the governing body could raise an issue to the staff, which then raises it to the body. The expectation is that staff does the necessary research related to the request and then prepare the agenda item for Council to consider. Staff does have to do some initial research.

Mr. Mejia said that it's not always fair to have staff make the argument.

Ms. Novak stated that the governing body should only be taking recommendations from its staff or hired consultants. Basing your decisions on someone—even a governing body member—making the case or the sales pitch is not a best practice. The staff role is to be objective.

Ms. Harris said that her issues are always put on the agenda, but it takes a span of months. She said she would just like communication regarding the issues.

Ms. Novak said that having one member of the governing body be able to put things on the agenda without communication with the full governing body is not a best practice because it lacks transparency. It will deteriorate trust because others on the governing body don't know that it has been requested. She said that if four members of the governing body are aware of the request, it's a completely different issue. It's a very unhealthy practice and could be a set up for staff.

Mayor Knight indicated that this issue had been discussed numerous times. He said that he recognizes that the process is inherently flawed. It has created an issue that is a bad sore. It is getting worse and worse.

Ms. Novak said that if the staff does not know that expectations were not being met, there was no way for them to improve.

Mr. Mejia said that it was possible for the ball to get dropped both ways. It's the Council's job to make sure our vision gets pushed through. If seven of us want something to happen, then we want to make sure it gets pushed through.

Mayor Knight said that the trust issue is related to a systemic flaw that we have. We have a couple of options here. We can acknowledge that and figure out what to do to address it. Or we can have other dialogue in areas in which we have cracks in the trust foundation. But at the end of the day, how do you make the foundation strong again so that we can move forward in a clear manner about expectations.

Ms. Novak suggested that to ensure transparency in the process, all members of the governing body should know about the request. There then should be a time constraint for staff time and research.

The governing body agreed that the process to place an item on an agenda would be as follows:

- The request, whether policy or operational, shared with full body,
- Staff would commit no more than two hours of time and a maximum two page memo in preliminary review of the issue,
- The item will then be placed on an agenda at which time the full Council will determine whether follow up is desired.

Discussion then focused on the conversations the City Manager had with individual Councilmembers when she calls each one prior to Council meetings. The practice of calling the Councilmembers began when Ms. Robertson was appointed. The purpose is to ensure staff is well prepared before the Council meetings to ensure that all questions are answered and information is provided.

The mayor indicated that the opportunity to hear the questions from other Councilmembers was actually during the meeting. The staff provides a review of the item, and then the Council discusses it and asks additional questions.

After considerable discussion, the governing body agreed that Ms. Robertson's calls to the Council prior to the meetings should continue. In addition, the Council directed staff to determine the viability of livestreaming Council workshops.

The governing body continued discussing the issue of hidden agendas and honesty. It was determined that Mayor Knight, Ms. Harris and Ms. Robertson would meet to continue discussing the issues and how to resolve them.

To conclude the morning discussion, each participant was asked to use one positive word to describe each person. The person and the words used to describe them follow.

- Ms. Strain-Burk: passionate, resourceful, historical, intellectual, thoughtful, approachable, compelling, introspective, knowledgeable
- Mr. Daniels: supportive, passionate, straight-forward, well-dressed, disciplined, role model, respected, communicative, caring
- Ms. Harris: passionate, detailed, organized, prompt, determined, inquisitive, fashionista, well-prepared, perfectionist
- Mr. Mejia: passionate, well-prepared, personality, competitive, progressive, business-oriented, humorous, strategic
- Mayor Knight: fair, well-known, collaborative, committed, heartfelt, fascinating, likeable, unflappable, caring
- Ms. Morris: fighter, talkative, driven, star, searcher, approachable, courageous, hip, learner
- Mr. Jaglowski: supportive, compassionate, approachable, committed, inquisitive, focused, determined, engaged
- Ms. Stringfellow: friendly, joyful, sound, warm, dedicated, knowledgeable, loyal, relational, peaceful
- Ms. Robertson: hardworking, intelligent, innovative, straight-forward, deliberate, dependable, caring, creative, passionate
- Ms. Arenas: considerate, dedicated, concerned, team player, professional, hardworking, optimistic, teachable, committed

At 2 p.m., the executive staff joined the City Council at the retreat. Ms. Novak welcomed the staff and reviewed the norms and expectations for the retreat. She asked each member of the executive team to state their name, position, and their expectations for the retreat.

- Jim Brewer, Public Works Director, common purpose
- Dore Lee, Human Resources Director, new tasks
- Cheryl Wilson, Police Chief, communications/different tactics and initiatives
- Thomas Griffith, Fire Chief, clarification of Council's goals and objectives
- Sean Johnson, Quality of Life/Cultural Services, what direction to take these areas
- Cynthia Pearson, Finance Director, some clarification on financially sound government—willingness to do what is necessary
- Ed Brady, Economic Development Director, quality/honest/realistic goal setting

Ms. Novak then gave a presentation (which can be found on page 31 of this report) regarding staff and Council roles. Following the presentation, staff and Council were divided into two groups. The staff was asked to discuss what it expected of the City Council and what it was willing to commit to. The Council was asked to discuss what it expected of staff and what it was willing to commit to.

#### Council Expectations of Staff

- Dedication: follow through on work plans, be successful, lead department
- Be responsible for all actions
- Be accountable for outcomes, budgets, expense and staff performance
- Honesty
- Anticipation: what Council expects, think, perspective

- Know the governing body
- Proactive
- Responsive to Council and public, customer service
- Be professional
- Follow up on concerns brought to your attention
- Take care of your staff - to retain a quality workforce and offer opportunities to progress within the organization
- Support the City after hours: attend City events, be visible in community
- Flexibility: offer us options. There is always more than one way to do things.
- Find a way to say yes
- Be transparent
- Be comfortable with the opposing view and objectively communicate pros and cons without fear of opposition
- No surprises, give me the bad news
- Be respectable, you are always representing Lancaster, image, always being positive about Lancaster
- Be collaborative, work with other departments and institutions
- Dress appropriately
- Stay current in your field
- Pride in position, in equipment, in the community

#### Staff commits to...

- A professional and timely response in dealing with all City issues
- Effective use of tax dollars
- Our mutual respect of the individuals and the group
- Communication follow up
- Transparency
- Dedication
- Community cheerleaders and advocates for community
- Engagement in the community
- Give credit to Council/acknowledge role
- Understand 2+2 isn't always 4 (options)
- Give professional recommendations with advantages and disadvantages

#### Staff Expectations of City Council

- Clear goals and objectives
- Reality of expectations, understanding what is needed to accomplish goals
- Resources to accomplish goals
- Portray publicly mutual respect and working together—there is no us and them, it's citizens, Council and staff
- Two sides to each story so seek clarity on both sides
- One or two people do not make a mandate
- Respect for chain of command
- Speak as a collective body

- Show continued leadership courage
- Participate in events

**Question:** Please explain the statement that one or two is not a mandate.

**Answer:** Just because a Councilmember receives contacts from two citizens regarding an issue, it doesn't mean the majority of citizens would agree.

**Question:** What do you mean that the chain of command should be respected?

**Answer:** Don't ask a department director a question and then ask another director or the City Manager looking for different answers.

Mayor Knight said that as a governing body, the Council can't create a climate of trying to find the answer we want by asking the same question of multiple people. It's important that staff in general has a clear understanding of issues. If you need to huddle up and get back to us, then so be it. Sometimes, we have to be prepared as Councilmembers to tell a constituent that we can't do what they want to do.

**Question:** What does "speak as a collective body" mean?

**Answer:** Regardless of the vetting process, when a decision is made, the actions and the talk support the direction.

#### Council commits to:

- Support: monetary, tools and equipment, resources, opportunities and training
- Praise: acknowledge the good work, say please and thank you, (Council is working on doing a better job of this.)
- Constructive criticism
- Accountability—for my own actions and attitudes
- Training—financial support
- Respect
- Get to know you as a person
- Dedicated—come prepared
- Honest, no surprises, heads up on issues
- Respect for knowledge and position—let you do your job.
- Clear expectations—set you up to succeed
- Compromise
- Be proud of the City—be positive
- Lead by example—keep the "kiss" in Lancaster
- Benefit of the doubt—give 'em a break

Ms. Novak said that the expectations of one group of the other and what each group was willing to give were really in alignment.

### Lancaster At Its Best

Each participant was asked to consider when it saw Lancaster at its best.

- Show of courage that our Council is pro-development and embraces logistics by approving the recent rezoning
- BMW construction: BMW of North America said it was the best experience from a development perspective
- Seeing the growth with Prologis...well-kept development area with the US flag, BMW flag and the lights
- During the tornado two years ago in April; every department and all the citizens pulled together
- Group of employees developing customer service training. A mixture of information developed internally with some DisneyWay videos. A yearlong training program created by employees.
- Acceptance of the community and the real talk the new police chief has had with citizens regarding contacting the police for suspicious activity. They've embraced partnership.
- Fire crews saved two lives in the last month. The pride all the employees have in the community. They understand this is the place to be.
- Community is educated about open records and know more about what we do
- Fireworks show is one of the favorite parts of the summer
- Bond rating up to AA- (2x in three years)
- Getting positive feedback from peers in other cities
- Recognition-stats nationally—we are known!
- Recognition from Quaker Oats as the best business deal
- Kudos to the fire chief for having plans in place and the police chief being active in the community
- Council and staff's patience and understanding of the limited resources in parks and then reinstating the one position last year; increase in adopt-a-spot volunteers
- Proud of strides in the finance department in a short period of time
- LL Bean website had Bear Creek map with all the amenities and all the things you could do. It told how far it was from their address and what the amenities were.
- Willingness to begin infrastructure in the east
- Recent internal appointments within the executive team, the new police chief and what she brings, what the fire chief did during the tornado and with the fire trucks, new City secretary, and assistant City manager, human resources for hiring police and COPS grants
- Leadership within the City...the assistant city manager was a foot soldier and grew up in the City. She rose through the ranks and has blossomed. And the right people are on the governing body and the key person is the Mayor.

**JUNE 4, 2014**  
**8:30 AM TO 4:30 PM**

### **Check-in/Agenda Review**

- Carol Strain-Burk, District 1
- Stanley Jaglowski, District 2
- Marco Mejia, District 3
- James Daniels, District 4, Mayor pro tem
- LaShonjia Harris, District 5, Deputy Mayor pro tem
- Nina Morris, District 6

The following staff also attended:

- Opal Robertson, City Manager
- Rona Stringfellow, Assistant City Manager
- Angie Arenas, City Secretary
- Jim Brewer, Public Works Director
- Cheryl Wilson, Police Chief
- Thomas Griffith, Fire Chief
- Sean Johnson, Quality of Life/Cultural Services
- Cynthia Pearson, Finance Director
- Ed Brady, Economic Development Director

**Lancaster Today**

Ms. Novak asked the participants to discuss what went well at the previous day's retreat and what could have been changed.

What Went Well Yesterday	What Could Have Gone Better
<ul style="list-style-type: none"> <li>• Communication</li> <li>• Participation</li> <li>• Awareness: issues surfaced</li> <li>• Alignment of Council and staff expectations</li> <li>• Address items with individuals</li> <li>• Good to have staff here to hear directly from Council</li> <li>• Appreciate Council's desire to get to know executive team</li> <li>• Good to have staff able to hear Council's perspective</li> <li>• Appreciate the more casual setting</li> <li>• Open communication</li> <li>• Understanding the slight changes in expectations but there is consistency and continuity</li> <li>• Helping staff to understand the culture that the Council wants</li> <li>• Having staff here helps to erase the "us vs. them" concept</li> <li>• "If you want to go fast, go alone. If you want to go far, go together." We need to be open-minded about who we are serving.</li> <li>• 2+2=4; appreciated the exercise.</li> </ul>	<ul style="list-style-type: none"> <li>• Would like clean slate moving forward for Council and staff</li> <li>• Should have supported the City Manager more; her leadership and hiring of staff has allowed us to get us where we need to be.</li> <li>• Communication: more should have been said and I should have been more direct about expectations</li> </ul>

## The Lancaster Strategic Plan

Ms. Novak said that the primary purpose of today's session was to conduct strategic planning. We'll first remember where we are, what's been achieved, what's been learned, and then discuss hopes for the future.

Ms. Robertson indicated that the City Council receives a quarterly update regarding progress on the strategic plan. The next one will be prepared at the end of June. However, a verbal report was given as follows.

### Financially Sound City Government

The Council reviewed the comparative tax rate and its relationship to property value. This provides information regarding whether the rate should be adjusted.

### Civic Engagement

- The public improvement district ordinance was adopted, eight PIDS were established, and meetings were conducted in the neighborhoods.
- The building official is now working with code compliance and animal services.

### Healthy, Safe and Vibrant Neighborhoods

The police department is beginning to work with a consultant on community policing strategy and staffing levels to identify whether the department has the right resources. The new chief has begun several initiatives—the new alarm ordinance, a traffic unit, a more robust commercial vehicle enforcement unit, and developing relationships with the neighborhoods.

### Professional and Committed City Workforce

The compensation survey has been done, and the human resources director provided an initial assessment. The Council wants to be middle of the road in terms of compensation. The City of Lancaster was 15.82% below average prior to October 1, 2013. Additional data will be given at a work session in July to determine whether adjustments should be made.

### Sound Infrastructure

Council received information at a work session on the pavement management plan. The software will be upgraded later this year. The City will also review what progress has been made and will be putting together a plan to address that. We're also looking at CDBG funding and working with the County to partner with the County, which will pay for the labor and the City will pay for the materials.

Council also received information at a work session on replacement of the water meters.

Plan for Fleet Maintenance: A site has been identified near the current facility. The CIP will have funding for a design engineer. In addition, the finance department would like to present a formal CIP policy to the Council.

### Quality Development

A marketing campaign determined the major hotels that might be interested in bringing a hotel here. The economic development manager and the assistant city manager have been making contact with the hotel representatives regarding potential sites. In addition, the staff met with a landowner along Houston Road/I-20.

Utility rate study: The last rate study was five years ago. It was time to update the rate study. A consultant will be presenting findings soon. Finance, public works and water department met with the consultant in the last few weeks. This will be a part of the budget process for Council consideration. Any rate increase will be passed on to Wilmer per the contract with that community.

### Other Successes

- We will be gold certified by the state comptroller in terms of financial transparency. All of the information is on the City's website now in one location.
- The City hasn't had a CAFR since 2001. We will be developing this for the first time.
- Bond rating increase
- City employee development of customer service training program.
- Reduced number of complaints about the police department visibility
- Approval of TIF and water line to Wilmer
- Rezoning of land near telephone road and 342/Dallas Avenue
- Increased police patrol
- Bond rating increase to AA-
- Complete executive staff with expertise and qualifications
- Business growth, including retail and increased revenue
  - 2012 Dallas Business Deal of the Year: Quaker Oats
  - BMW facility
- Stabilized governing body and staff has allowed cultural evolution to occur
- Increased revenue through establishment of separate marshal's office and partnership between PD and municipal court
- Repair of water infrastructure
- Approval of technology for code enforcement
- Re-opening of hospital
- Beginning of comprehensive plan process, including citizen charter
- Hiring of an assistant to take some pressure off the manager
- Completion of Texas Parks and Wildlife Development Grant for amphitheater and trail, under budget through value engineering
- New police chief
- Strides in collaboration with school district
- Investment in airport
- Completing Houston School Road from north to south and improving access, connecting to Wintergreen and Daniieldale, both from east to west
- Water tower completion by deadline
- Partnership with Dallas County in development
- Dispatch positions are all filled

- Visitors' Center is doing more to bring people to the community
- City is engaging with people
- Implementation of public safety radio system
- Equipment replacement plan
- Employee attitude: "We are the best!"
- Inter-local agreement for the library with the Houston area. We now are able to offer e-books and go online and check out materials. We saved money by partnering with the Houston system.
- Awareness of issues to be addressed, such as payment of water bills. Willing to respond to adverse issues.

Ms. Novak referred to the initiatives the Council wanted to address in 2013. They are:

- Logistics – convenience, access to transportation network
- Developer friendly
- City of inclusion – diverse
- Historic
- Amenities we offer our citizens
- Place to invest – both residential and commercial
- Educational access
- Near transportation potentials – DART, Rail, northern access
- Great place to live and raise a family
- Safe
- Customer service
- Great City to live in – hometown
- Innovation – potential for this to be part of our brand – build on creative problem solving
- Potential – visionary, strategic thinking, can take us even further
- Opportunity – great place to work near where you live
- Striving to break through – not willing to be complacent
- Hungry for more, better
- You have to work for success.

Ms. Novak said that she was energized that the City had made so much progress and had so much good news regarding progress on their initiatives. She then asked for the retreat participants to consider what lessons had been learned.

### Lessons Learned

- Turnover is costly—retention, investment and accountability is important
- It takes patience, time and determination to make our community better
- Policy has a lasting impact
- Doing more with less was a good thing as we became better stewards, spurred creativity and innovation
- You don't have to necessarily increase taxes to make things happen
- Staff has shown they want to implement the Council direction
- Best practices should always be in place

### Vision Statement

Ms. Novak asked the Council to consider the vision statement.

*Lancaster is a proud, vibrant City. We celebrate our diversity and history, preserve our natural beauty, and are economic hub of south DFW metroplex. Our citizens take pride in our City. The Lancaster community is the best place to live, with excellent schools and educational opportunities, and attractive corridors and neighborhoods. Our citizens enjoy convenient living.*

Ms. Novak said the governing body had to identify six areas that must go well to bend the trend to reach the vision. They are:

- Financially Sound City Government
- Civic Engagement
- Healthy, Safe and Vibrant Neighborhoods
- Professional and Committed City Workforce
- Quality Development
- Sound Infrastructure

The Council affirmed that the vision and six themes should stand as is.

### Mission

The Council then reviewed and reaffirmed its mission statement.

*Lancaster City government is financially sustainable and provides efficient customer-friendly services. Our citizens have trust and confidence in City government and leaders.*

### Key Performance Areas

#### Financially Sound City Government

The City has a long-range financial plan and has prudent fiscal policies and processes in place. It has met or exceeded its general fund reserve goals, has funds available to address the needs of community, and responsibly manages its debt. The community continues to move toward a more competitive tax rate.

### **Civic Engagement**

The City provides opportunities for involvement through special events, boards and commissions, youth and parent volunteer opportunities in recreation, sports teams, City elections, civic leadership academy, and City-wide celebrations.

### **Healthy, Safe and Vibrant Neighborhoods**

Lancaster is a safe place where neighbors know each other. The community unites at City-wide events that keep neighborhoods strong. Compassionate code enforcement maintains our residential neighborhoods, and all residents have access to parks near where they live.

### **Professional and Committed City Workforce**

Lancaster City government is an employer of choice with competitive pay that attracts an engaged, responsive, customer-oriented, innovative, and effective workforce. Some employees live in the City and all have a sense of ownership of the community. City employees feel needed and appreciated by elected officials, residents and businesses and are respectful to and appreciative of their customers and the City's governing body. The City's executive staff is engaged with residents and attends community events, upholds strong customer service, and uses technology to aid them in working smarter.

### **Quality Development**

The City encourages high quality construction in its housing, commercial buildings and public facilities. The City employs sustainable building practices and encourages conservation and the use of alternative energy sources. The City has a diverse housing stock with walkable neighborhoods and other high-quality neighborhood amenities. A diversity of commercial businesses includes corporate business parks and distribution facilities, which make use of the expanded airport, rail, and highway system. Retail areas have grown because of growth in industrial, commercial and residential development.

### **Sound Infrastructure**

The City has well-maintained streets and well-planned preventive maintenance programs for infrastructure and assets.

Upon review of each of the key performance areas, Council and staff broke into small groups to revisit the language in each of the key performance areas. The task was to consider whether any revisions were needed in the language of the key performance areas. Revisions were made and accepted as follows.

## ***Revised Key Performance Areas***

### **Financially Sound City Government**

The City has a long-range financial plan and has prudent fiscal policies and processes in place. It has met or exceeded all fund reserve goals, has funds available to address the needs of the community, and responsibly manages its debt. The community continues to move toward a more competitive tax rate.

### **Civic Engagement**

The City provides a variety of opportunities for involvement through special events, boards and commissions, youth and parent volunteer opportunities in recreation, sports teams, City elections, civic academies, schools, and City-wide celebrations.

### **Healthy, Safe and Vibrant Community**

Lancaster is a place where we enhance public safety in our neighborhoods. The community unites at City-wide events and participates in recreational and cultural activities that keep residents involved and engaged in their respective neighborhoods. Compassionate enforcement personnel help to sustain vibrant residential and business communities. All residents have access to parks and leisure facilities where they live.

### **Professional and Committed City Workforce**

Lancaster City government is an employer of choice with competitive pay that attracts an engaged, responsive, customer-oriented, innovative, and effective workforce. Some employees live in the City and all have a sense of ownership of the community. City employees feel needed and appreciated by elected officials, residents and businesses and are respectful to and appreciative of their customers and the City's governing body. The City's executive staff is engaged with residents and attends community events, upholds strong customer service, and uses technology to aid them in working smarter.

### **Quality Development**

The City encourages high quality construction in its housing, commercial buildings and public facilities. The City employs sustainable building practices and encourages conservation and the use of alternative energy sources. The City has a diverse housing stock with walkable neighborhoods and other high-quality neighborhood amenities. A diversity of commercial businesses includes corporate business parks and distribution facilities, which make use of the expanded airport, rail, and highway system. Retail areas have grown because of growth in industrial, commercial and residential development.

### **Sound Infrastructure**

The City has well-maintained streets and well-planned preventive maintenance programs for infrastructure, including streets, water, stormwater, wastewater and other assets.

## Initiatives

Mayor Knight joined the session at this time.

### Ongoing Work Plan

Ms. Novak reviewed the initiatives developed by the City Council in 2013.

- Ensure the City's tax rate is competitive
- Support Lancaster neighborhoods in the creation of PIDS
- Assess the community policing strategy and determining staffing levels
- Update compensation survey
- Prioritize maintenance based on PMP
- Plan for new fleet maintenance facility
- Promote development of a hotel/convention center
- Development of I-20 and Houston Road

The Council determined that all but ensuring the tax rate is competitive and prioritizing maintenance based on the pavement management plan should remain as ongoing initiatives.

The governing body was then asked to consider the six key performance areas and brainstorm new initiatives that should be considered. Ms. Novak suggested that the governing body be bold in considering new initiatives, citing two quotes.

*"An idea, if not at first ridiculous, is utterly useless." Albert Einstein*

*"The most dangerous idea in the world is a good one if it's the only one you have." Unknown*

Councilmembers then individually wrote their new ideas on post-it notes that then were categorized according to the six key performance areas. Thereafter, each member of the governing body was given 10 dots to place on their top 10 priorities. Councilmembers were directed that they could only place one dot per initiative and could not give dots to other Councilmembers.

The new ideas are listed according to KPA below, along with the number of dots placed by them.

### Financially Sound City Government

- TIF Downtown and in other areas of the community (3)
- Yearly budget and debt policy (3)
- Capital Improvement Projects
- Refinance debt (1)
- Examine if additional debt for passed bond may done

### Civic Engagement

- Public art: investigate statue of steel dust at museum
- BSW collaborations best southwest
- Technology communications; media, newsletters, announcement, monthly newsletter (1)

### Healthy, Safe and Vibrant Community

- Restrooms at Bear Creek Nature Park (4)
- Keep improving animal shelter
- Park in every neighborhood (1)
- After-school traffic control (2)
- Hold corporate to same as residents
- Incentives to spur revitalization in older neighborhoods (2)
- Traffic division (2)
- Look for additional need for public safety
- Community Watch Initiative
- Dog Park Animal Shelter Tri County relationship
- Upgraded City parks and expanded hike/bike rails (1)
- LEEP program
- Amphitheater usage expanded

### Professional and Committed City Workforce

- Fully staff police department (1)
- Increase the Council training budget (4)

### Quality Development

- Rental house program (4)
- Incentive policy review (2)
- Light manufacturing facility (1)
- Hardy board material (4)
- New City Hall (1)
- Increase retail
- Logistic park(1)
- Expand use of TIF to attract additional development (1)
- New industrial manufacturing
- Expand hospital district (3)
- High end home development/increased lot (4)
- Heavy industrial manufacturing (1)

### Sound Infrastructure

- Promote campus district (5)
- Enhanced entryways to City (4)
- Adopt COG best practices
- Erosion control problems
- Street maintenance program funding/additions to infrastructure budget (7)
- Other outliveable items beside water meters
- Sidewalks along wintergreen and telephone

Based on this exercise, Council determined that new initiatives for the upcoming year will be:

- Downtown TIF and other areas
- Bathrooms at Bear Creek Park
- Increase the Council training budget
- Cement Board
- Street budget
- Rental House Program
- Promote Campus District
- Enhanced entryways
- High-end home development
- Debt policy

Once again, the Council broke into small groups. For each of the 10 new initiatives, the groups answered two questions:

- What problem are we solving?
- What does success look like?

### TIF District in Downtown and Other Strategic Areas

- What problem are we solving?
  - Financing for infrastructure such as streets, stormwater, water, wastewater, parks, parking, islands, hike and bike trails
  - Financing support for street maintenance City hall
  - Incentive to quality development
  - Funding for public/private maintenance
- What does success look like?
  - Capture alternative funding sources
  - Revitalization of downtown
  - Incentive source for public/private development
  - Limited staff resources
  - Timing is critical
  - Maximization of tax funding

#### Bathrooms at Bear Creek Park

- What problem are we solving?
  - Increase overall park use (families)
  - Health and safety concerns
  - Increase service and program delivery
- What does success look like?
  - 😊
  - People
  - Attraction/special events
  - Education and special programming

#### Increase the Council training budget

- What problem are we solving?
  - Better informed Council=better decisions
  - Decrease Council reliance on staff time
  - Promotes increased engagement with peers
- What does success look like?
  - Better informed Council=better decisions
  - Better represented City

#### Cement Board

- What problem are we solving?
  - Long-term maintenance issues in neighborhoods
  - Reduced property values
  - All new homes would be required to use cement board
- What does success look like?
  - Increased property values
  - Decreased maintenance costs for homeowners
  - Creates variety of quality homes
  - Increases exterior fire safety

### Street Maintenance Funding

- What problem are we solving?
  - Delayed infrastructure, maintenance and repair to streets, water and wastewater lines
  - Complaints being addressed
  - Efficiency
  - Life expectancy of streets
  - Community appearance and attractiveness to new residential and business citizens
- What does success look like?
  - Increased street maintenance budget
  - Improved streets: residential and major thoroughfares
  - Increased water and wastewater maintenance budget
  - Improved water lines and reduced complaints on water
  - Reduced complaints on streets

### Rental Registration Program

- What problem are we solving?
  - Disparity between owned and rental homes
  - Creating landlord accountability
- What does success look like?
  - Little visual difference between owned and rental home
  - Increased accountability by all parties (landlord and tenant)
  - Increase property values

### Promote Campus District: Implementing an already adopted plan

- What problem are we solving?
  - Diversifying housing stock for all ages
  - Attract/enhance development of national hotel chains
  - Alternative retail location
  - Maximum use of infrastructure/economic value
  - Access/increase light rail and public transportation
- What does success look like?
  - Density= increased tax base
  - Walkable neighborhoods
  - Enhanced live, work, play, education
  - Regional connectivity
  - Potential high-end development
  - Economic stimulus

### Enhanced entryways

- What problem are we solving?
  - Community appearance
  - Welcoming approach
  - Beautification
  - Community pride/quality of life
  - Gateway-knowing where you are
  - Attraction to future residents and businesses
  - Well lit/distinguished corridors
- What does success look like?
  - Well lit/maintained/colorful/ environmentally landscaped irrigated entryways
  - Gateway signature feature that says you are in Lancaster
  - Use of streetscape master plan, concepts to identify community and school district

### High end home development

- What problem are we solving?
  - Limited inventory
  - Need more housing that pays for the cost of City services through property taxes
- What does success look like?
  - Increased mixture of inventory of homes that pay for the cost of City services through property taxes

### Debt policy

- What problem are we solving?
  - Ensuring our debt is at appropriate level for future growth and debt issuance (refinance options)
  - Establishing cash funded v. debt expenditures (capital projects and vehicle equipment)
- What does success look like?
  - Approved policy by Council
  - Sustainable long-term cash-funded projects and debt-funded for larger expenditures
  - Improved processes with compliance with GASB and GAAP standards

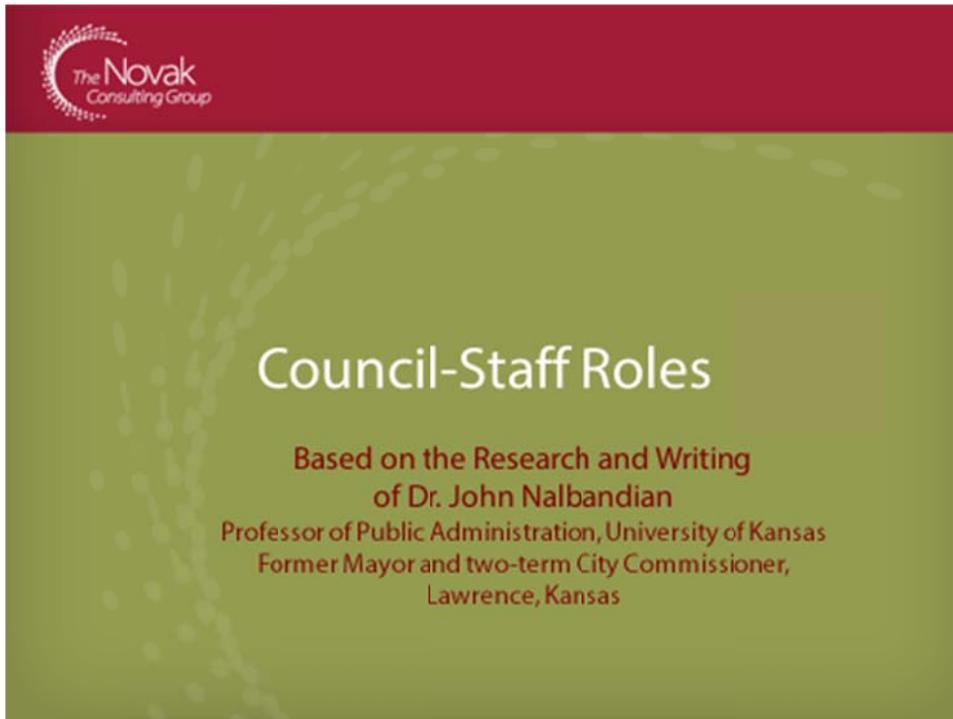
## Closing/Next Steps

Ms. Robertson said the new initiatives will be presented to the Council at its June study session.

Each participant was asked to provide closing comments.

- Ms. Morris: I enjoyed this year, being able to communicate with both staff and Council members. We've moved up compared with other cities. People outside are looking at us now.
- Ms. Arenas: Working in small groups helps with communication and working together.
- Mr. Griffith: As a director it's nice to see the vision. It makes my job easier to convey a clear vision to the employees. I know the City will do well because we are focused.
- Mr. Johnson: I was excited to see the new initiatives particularly in the alternative funding realm, specifically finding creative ways to get more resources to do our jobs.
- Mr. Brewer: Engaged. Everyone around the table was focused on the same outlook of the City. Being open to new ideas is also important.
- Ms. Stringfellow: Appreciate the feedback and opportunity to set a new mark moving forward. We are the sleeping giant of South Dallas County, and I think the giant is awakening and we have the support from Council to make things happen.
- Mr. Jaglowski: It was good to work with colleagues and interact with staff. It was good to revisit some of the same sticky notes for our goals. But it was also good to see that some of them have changed with the changing times. It was also good to see what we had accomplished as a group overall.
- Mr. Brady: Courage. I am comforted that I have seen courage by the Council in the past, and I know I will continue to see that moving forward.
- Ms. Steiner-Burk: It's neat to watch the growth of Council and having a common vision to move the City forward. The interaction with the staff was very energizing. We are also going to have more opportunities to do the things that we want to without huge expenditures.
- Ms. Wilson: It's good to have a clear vision to share with your employees. It was enlightening.
- Mr. Daniels: This is one of the best we've had in the last five years because we brought staff in early to participate. They brought a wealth of opinions and I appreciate that.
- Ms. Harris: I really do enjoy this process of just coming together to identify our goals and our focus for the upcoming year. I also enjoy bringing in the executive team in as they are critical to advancing the goals.
- Mr. Mejia: It was really great to have executive team here so they can understand the culture that the governing body wants established. We've succeeded over the last four years, but now we have more to get done.
- Ms. Robertson: The process is always good. It's good to see that we accomplished so much on last year's list. And it's good to know what we're looking forward to next year.
- Mayor Knight: I appreciate you all allowing me to take care of personal issues this morning. I am the parent of three. One child is very talented but doubts themselves. As parents we reinforce them that they can do whatever they want to do. The analogy is that we are talented and do whatever we want to do. We just have to set our minds to what that is. I enjoy this process because it helps us know where we are. But we can leave here knowing that it is great to be a staff member or Councilmember for the community because we continue to prove year after

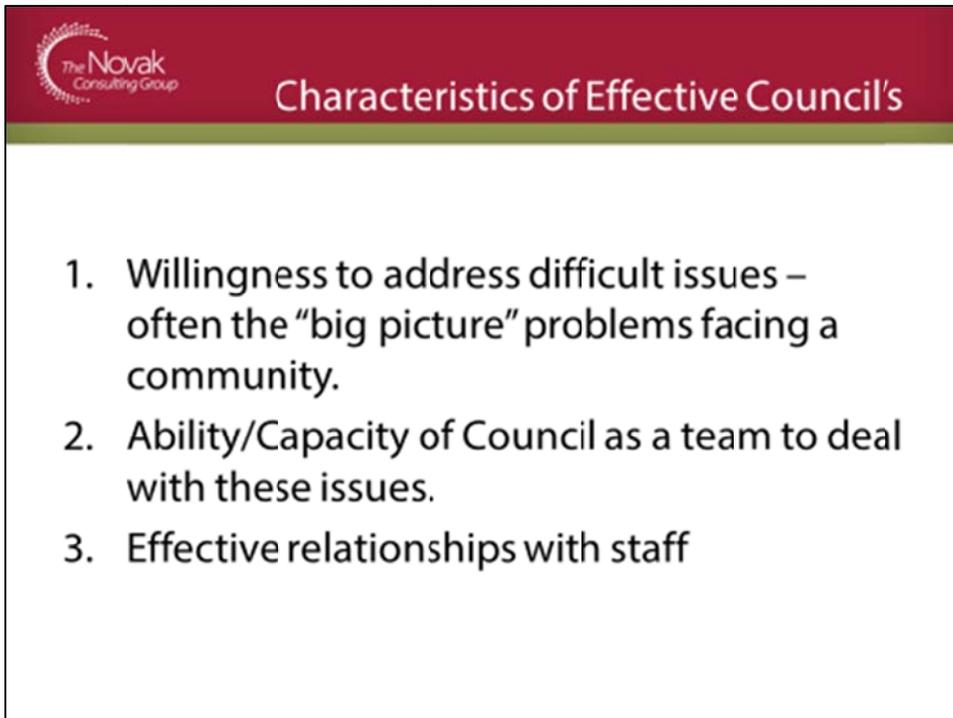
year that we have great things going. But there are a lot of things that we can keep getting better.



The Novak Consulting Group

## Council-Staff Roles

Based on the Research and Writing  
of Dr. John Nalbandian  
Professor of Public Administration, University of Kansas  
Former Mayor and two-term City Commissioner,  
Lawrence, Kansas



The Novak Consulting Group

## Characteristics of Effective Council's

1. Willingness to address difficult issues – often the “big picture” problems facing a community.
2. Ability/Capacity of Council as a team to deal with these issues.
3. Effective relationships with staff



## Obstacles to Success

- 1. Competing Values:** *difficult, big-picture issues that raise questions of competing values, which many people are inclined to avoid because of the potential conflict involved.*
- 2. Working conditions of the Council:** *addressing said issues and managing conflict in public.*
- 3. Perspective of Staff:** *Different from the City Council*



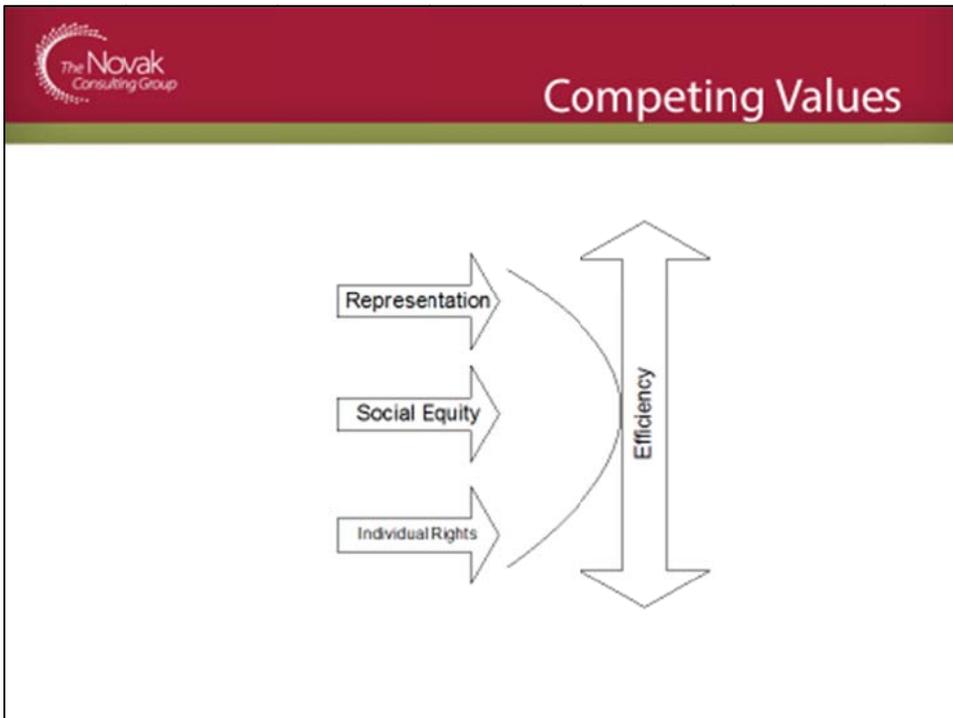
## Taking on Competing Values

Questions of values really are “no right answer” problems,” and they almost always involve difficult choices, which lead to conflict.

The Novak Consulting Group

## Competing Values

- Representation
- Efficiency
- Individual Rights
- Social Equity





## Competing Values

Representation

vs.

$$2+2=4$$



## Council Working Conditions

Governing bodies operate under a set of conditions that impede the hard work it takes to focus on the big picture.



## Council Working Conditions

- Vague task and role definition
- No hierarchy
- No specialization
- Little feedback or performance evaluation



## Council Working Conditions

Do it all in  
public!





## Council Working Conditions

Naturally produce the flight response



## A Public Paradox

Public officials who bicker are considered uncivil and counterproductive. When public officials get along well, they are accused of back scratching and suppressing debate.

"The Politics of Ugliness" Governing, June, 1997



## Council Working Conditions

- There are natural incentives to avoid these conflicts, especially when smaller, more manageable issues are available to deal with.
- It is easier to be effective helping citizens deal with their individual problems on an ad hoc basis, than to build and maintain a sense of community by addressing big-picture issues.



## Overcoming Obstacles

- Clarify Roles and expectations
- Develop and Follow Practices and Procedures Protocols
  - ground rules on how to work together
  - Procedures for interacting with and evaluating the City Manager
- Establish vision and set goals – use Retreats
- Develop relationship with the staff



## Council- Staff Perspectives

"Properly harnessed, staff knowledge and problem solving capability can be a tremendous help."



## Council – Staff Partnership

*Elected officials and professional staff bring fundamentally different perspectives to their work. If this is not understood, these perspectives can foster distrust.*



## Helping the Senior Cross the Road The Staff's Perspective

- Newly signalized intersection
- Crosswalk timing not long enough for elderly residents
- Staff studies the intersection
- Traffic Studies indicate that the light timing should not be altered.
- 2+2=4



## Helping the Senior Cross the Road The Council's Perspective

- Attend a neighborhood meeting
- Crossing the intersection represents independence and mobility
- Certainly the City should help seniors maintain personal dignity!
- 2+2 DOES NOT EQUAL 4!

**The Novak Consulting Group** **Whose Right?**

- Doesn't matter who is "right" but we know that neither perspective is wrong...the approach is just different.
- Need language to work through the values conflict to determine the best solution for this situation.

**The Novak Consulting Group** **The Politics/Administration Dichotomy**

<p>Determine "purpose," scope of services, tax level, constitution issues</p> <p>Pass ordinances; approve new projects an programs; ratify budget</p> <p>Make implementing decisions (e.g., site selection); handle complaints; oversee administration</p> <p>Suggest management changes to manager; review organization's performance in manager's appraisal</p>	<p><b>Manager's Sphere</b></p>	<p>Advise (what city "can" do may influence what it "should" do); analyze conditions and trends</p> <p>Make recommendations on all decisions; formulate budget; determine service distribution formula</p> <p>Establish practices and procedures and make decisions for implementing policy</p> <p>Control the human, material &amp; informational resources of organization to support policy and administrative functions</p>
---	--------------------------------	---

Source: Jim Svora, Dichotomy and Duality: Reconceptualizing the Relationship between Policy and Administration in Board-Manager Cities, Public Administration Review, Vol. 45, No. 1, pp 221-232



## Local Governance System

When goals are clearly defined and assigned (goals/organization), you can determine effectiveness. When resources are clearly set and staff/contract/volunteers properly assigned (fiscal/personnel), you can measure efficiency. When rules and processes are developed and feedback and report systems (procedures/information), you can establish control without “over controlling”, “meddling” or “micromanaging”.

From Local Government Policy-Making Process, MPOC of Washington, used with permission.



## Local Governance system

		Goals	Organization	Fiscal	Personnel	Procedures	Information		
“What”	Vision and Values	Community	Bonds and tax levels	Service levels	Elections and initiatives	Newsletters, television and press	Policy Level		
	Strategies and goals	Board	Budgets and debt management	Salary and benefits	Ordinances and resolutions	“State of the city”			
	Master work plan	Manager	Budget and finance plan	Hire and fire	Policies and procedures	Annual report			
“How”	Department work plan	Department heads	Budget control	Training and development	Standards and benchmarks	Monthly, quarterly reports	Administrative Level		
	Team work plan	Operation managers	Service delivery	Supervision and discipline	Operating procedures	Progress reports			
	Individual work plan	Service employees	Individual services	Personal responsibility	Job checklist	Status report			
		Effectiveness	Efficiency	Control					

From Local Government Policy-Making Process, MPOC of Washington, used with permission.



## Articulating Expectations



## Setting Expectations

What does the Council expect from the staff?  
What is the Council willing to give the staff?  
What does the Staff expect from the Council?  
What is the Staff willing to give the Council?