



**NOTICE OF WORK SESSION AND REGULAR MEETING  
AGENDA**

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

**Monday, March 23, 2015 - 6:45 PM**

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**6:45 P.M. WORK SESSION:**

1. Receive a presentation and discuss the Comprehensive Annual Financial Report for the Fiscal Year ending September 30, 2014, as prepared by BKD, LLP; the City of Lancaster's independent auditors.

Adjourn Work Session

**7:00 P.M. REGULAR MEETING:**

**CALL TO ORDER**

**INVOCATION:** Ministerial Alliance

**PLEDGE OF ALLEGIANCE:** Councilmember Stanley Jaglowski

**PROCLAMATION:** Tigers

**CITIZENS' COMMENTS:**

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

**CONSENT AGENDA:**

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

- C1. Consider approval of minutes from the City Council Regular Meeting held February 26, 2015.
- C2. Consider a resolution approving the terms and conditions of the City owned T-Hangar non-commercial lease from building 670 at the Lancaster Regional Airport.
- C3. Consider a resolution approving the terms and conditions of the City owned T-Hangar non-commercial lease from building 670 at the Lancaster Regional Airport.
- C4. Consider a resolution approving the terms and conditions of the City owned T-Hangar non-commercial lease from building 690 at the Lancaster Regional Airport.

- C5. Consider a resolution authorizing the purchase of (3) mowers from Professional Turf Products through an Interlocal Agreement with BuyBoard in an amount not to exceed \$64,958.00.
- C6. Consider a resolution approving the terms and conditions of an Interlocal Agreement by and between the City of Allen, Texas, and the City of Lancaster for the cooperative purchase of goods and services.
- C7. Consider a resolution approving and accepting the bylaws of the Lancaster State Auxiliary Museum Advisory Board.

**ACTION:**

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

**EXECUTIVE SESSION:**

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

**ADJOURNMENT**

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

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

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**Certificate**

**I hereby certify the above Notice of Meeting was posted at the Lancaster City Hall on March 20, 2015 @ 4:15 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 WS

## Work Session Agenda Communication

March 23, 2015

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**Receive a presentation and discuss the Comprehensive Annual Financial Report for the Fiscal Year ending September 30, 2014, as prepared by BKD, LLP; the City of Lancaster's independent auditors.**

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

**Goal: Financially Sound City Government**

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### **Background**

The purpose of this agenda item is to formally submit the Comprehensive Annual Financial Report for the fiscal year ended September 30, 2014, to the City Council. The report is distributed to numerous financial institutions, bond rating agencies, the City's financial advisors, and grantors to comply with financial disclosure requirements. This report is designed to provide readers with an understanding of the financial status of the City and its results of operations.

The City engaged the independent certified public accounting firm BKD, LLP to perform the annual audit of the City of Lancaster and its component units. This is the fourth year that BKD LLP has conducted the City's audit. The audit field work began in January and concluded in March, 2015. The City staff and BKD worked closely to ensure all requests and deadlines were met to accomplish this goal.

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### **Submitted by:**

Cynthia Pearson, Director of Finance

# LANCASTER CITY COUNCIL

Item 1

## Agenda Communication

March 23, 2015

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**Consider approval of minutes from the City Council Regular Meeting held February 26, 2015.**

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### Background

Attached for your review and consideration are minutes from the:

- City Council Regular Meeting held February 26, 2015

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**Submitted by:**  
Sorangel O. Arenas, City Secretary

## MINUTES

### LANCASTER CITY COUNCIL MEETING OF February 26, 2015

The City Council of the City of Lancaster, Texas, met in Regular session in the Council Chambers of City Hall on February 26, 2015 at 7:00 p.m. with a quorum present to-wit:

#### **Councilmembers Present:**

Mayor Marcus E. Knight  
Carol Strain-Burk  
Stanley Jaglowski  
Marco Mejia  
Mayor Pro Tem James Daniels

#### **Councilmembers Absent:**

Deputy Mayor Pro Tem LaShonjia Harris  
Nina Morris

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

Opal Mauldin Robertson, City Manager  
Rona Stringfellow, Assistant City Manager  
Dori Lee, Human Resources Director  
Jim Brewer, Public Works Director  
Thomas Griffith, Fire Chief  
Cheryl Wilson, Police Chief  
Cynthia Pearson, Finance Director  
Sean Johnson, Managing Director of Quality of Life & Cultural Services  
Alton Dixon, Purchasing Agent  
Jermaine Sapp, Fleet Superintendent  
Ed Brady, Director of Economic Development  
Gina Garcia, City Engineer  
Robert E. Hager, City Attorney  
Angie Arenas, City Secretary

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

Mayor Knight called the meeting to order at 7:00 p.m. on February 26, 2015.

#### **Invocation:**

Mayor Knight gave the invocation.

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

Councilmember Carol Strain-Burk led the pledge of allegiance.

#### **Citizens Comments:**

Twinda Williams & Monica Ward, 1363 Pennsylvania Ave., shared that she would like to introduce the Southwest Dallas County Alumnae Chapter of Delta Sigma Theta Sorority to the community and to share their desire to serve the community.

**Executive Session:**

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

**MOTION:** Councilmember Mejia made a motion, seconded by Mayor Pro Tem Daniels, to table the evaluations until the March 23, 2015 council meeting. The vote was cast 5 for, 0 against [Harris and Morris absent].

**Consent Agenda:**

City Secretary Arenas read the consent agenda.

- C3. **Consider approval of minutes from the City Council Regular Meeting held February 9, 2015.**
- C4. **Consider a resolution ordering a General Election to be held on Saturday, May 9, 2015 for the election of a mayor at-large; providing for the publication and posting of notice; and providing for early voting dates, times and locations**
- C5. **Consider a resolution approving the terms and conditions of a Joint Election Contract and Election Services Agreement with Dallas County Elections to conduct a municipal General Election for the election of a mayor at-large to be held on Saturday, May 9, 2015.**

**MOTION:** Mayor Pro Tem Daniels made a motion, seconded by Councilmember Mejia, to approve consent items C3 –C5. The vote was cast 5 for, 0 against [Harris and Morris absent].

6. **Conduct a Public Hearing and consider an ordinance amending to the City of Lancaster's Comprehensive Plan, Master Thoroughfare Plan, to expand the recommended right-of-way to one hundred and thirty feet (130') along Pleasant Run Road from Lancaster Hutchins Road to the easternmost City limits.**

Assistant City Manager Rona Stringfellow stated in 2012, the North Central Texas Council of Governments sponsored a study of the area and addressed key priorities for the future development of the area. The purpose of this item is to propose an amendment to the Master Thoroughfare Plan in conjunction with the efforts of Dallas County and the City of Wilmer. The Pleasant Run Road Improvement Project extends from Lancaster Hutchins Road in the City of Lancaster to Millers Ferry Road in the City of Wilmer. The recommended typical section is 130-ft ROW to accommodate a four lane road with provisions for future expansion to six lanes with dedicated left turn lanes; a 30-ft corridor in the ROW was reserved for a future utility corridor and hike & bike trail. Dallas County is seeking concurrence from the City of Lancaster and the Planning and Zoning Commission recommends approval of the proposed amendment to the City of Lancaster's Comprehensive Plan, Master Thoroughfare Plan, as presented.

Mayor Knight opened the public hearing.

There were no speakers.

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

**MOTION:** Councilmember Strain-Burk made a motion, seconded by Mayor Pro Tem Daniels, to approve an ordinance amending the City of Lancaster's Comprehensive Plan, Master Thoroughfare Plan. The vote was cast 5 for, 0 against [Harris and Morris absent].

**MOTION:** Mayor Pro Tem Daniels made a motion, seconded by Councilmember Jaglowski, to adjourn. The vote was cast 5 for, 0 against [Harris and Morris absent].

The meeting was adjourned at 7:13 p.m.

**ATTEST:**

**APPROVED:**

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

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

# LANCASTER CITY COUNCIL

Item 2

## Agenda Communication

March 23, 2015

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**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.**

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

**Goal: Sound Infrastructure**

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### **Background**

The City owns and leases five rows of T-hangars (buildings 660-700) of three different sizes based off aircraft wingspan. There are 92 units that the City rents for aircraft storage with end cap commercial spaces on the east end of each hangar row. The City T-hangars are near full occupancy most of the time. This agenda item brings forward a non-commercial lease agreement for T-hanger 670-109 (1018 sqft) for a tenant, Mr. Baron Hamman.

### **Considerations**

- **Operational** - The City T-hangar non-commercial lease is used for private aircraft owners.
- **Legal** - The lease agreement was reviewed and approved as to form by the City Attorney.
- **Financial** - Lease rates vary based on size of the hangar. All rates were approved in the City's Master Fee Schedule. The monthly rate for this medium size T-hangar is \$205.00 per month.
- **Public Information** - This item is being considered at a meeting of the City Council noticed in accordance with the Texas Open Meeting 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
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**Submitted by:**

Mark Divita, Airport Manager

**RESOLUTION NO. 2015-03-18**

**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 23<sup>rd</sup> day of March 2015.

**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 **23<sup>rd</sup>** day of **March**, 2015, between the City of Lancaster, Texas, a municipal corporation, ("LESSOR") and **Baron Hamman**, (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 **670-109**, 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 **23<sup>rd</sup>** day of **March** 2015. 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: Baron Hamman  
5412 Castlewood Rd.  
Dallas, TX 75229  
214-356-4240  
Baron.hamman@heartplace.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

March 23, 2015

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**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.**

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

**Goal: Sound Infrastructure**

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### **Background**

The City owns and leases five rows of T-hangars (buildings 660-700) of three different sizes based off aircraft wingspan. There are 92 units that the City rents for aircraft storage with end cap commercial spaces on the east end of each hangar row. The City T-hangars are near full occupancy most of the time. This agenda item brings forward a non-commercial lease agreement for T-hanger 670-120 (1018 sqft) for a tenant, Mr. Kenneth Storm.

### **Considerations**

- **Operational** - The City T-hangar non-commercial lease is used for private aircraft owners.
- **Legal** - The lease agreement was reviewed and approved as to form by the City Attorney.
- **Financial** - Lease rates vary based on size of the hangar. All rates were approved in the City's Master Fee Schedule. The monthly rate for this medium size T-hangar is \$205.00 per month.
- **Public Information** – This item is being considered at a meeting of the City Council noticed in accordance with the Texas Open Meeting 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. 2015-03-19**

**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 23<sup>rd</sup> day of March 2015.

**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 **23<sup>rd</sup>** day of **March**, 2015, between the City of Lancaster, Texas, a municipal corporation, ("LESSOR") and **Kenneth Storm**, (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 **670-120**, 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 **23<sup>rd</sup>** day of **March** 2015. 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: Kenneth Storm  
3000 E. Jefferson  
Grand Prairie, TX 75051  
817-946-1052  
Texas-Ural@sbcglobal.net

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

March 23, 2015

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**Consider a resolution approving the terms and conditions of the City owned T-Hangar non-commercial lease from building 690 at the Lancaster Regional Airport.**

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

**Goal: Sound Infrastructure**

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### **Background**

The City owns and leases five rows of T-hangars (buildings 660-700) of three different sizes based off aircraft wingspan. There are 92 units that the City rents for aircraft storage with end cap commercial spaces on the east end of each hangar row. The City T-hangars are near full occupancy most of the time. This agenda item brings forward a non-commercial lease agreement for T-hanger 690-105 (956 sqft) for a tenant, Mr. Benjamin Wilson.

### **Considerations**

- **Operational** - The City T-hangar non-commercial lease is used for private aircraft owners.
- **Legal** - The lease agreement was reviewed and approved as to form by the City Attorney.
- **Financial** - Lease rates vary based on size of the hangar. All rates were approved in the City's Master Fee Schedule. The monthly rate for this medium size T-hangar is \$190.00 per month.
- **Public Information** – This item is being considered at a meeting of the City Council noticed in accordance with the Texas Open Meeting 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. 2015-03-20**

**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 690 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 23<sup>rd</sup> day of March 2015.

**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 **23<sup>rd</sup>** day of **March**, 2015, between the City of Lancaster, Texas, a municipal corporation, ("LESSOR") and **Benjamin Wilson**, (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 **690-105**, located at the Airport, and consisting of approximately **956** 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 **23<sup>rd</sup>** day of **March** 2015. 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 **\$190.00** 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:

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Finance Department  
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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.

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### STANDARD TERMS AND PROVISIONS

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

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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.**

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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: Benjamin Wilson  
468 Country Ln  
Coppell, TX 75019  
214-385-5422  
Benjamin.wilson@kstate.edu

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 5

## Agenda Communication

March 23, 2015

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**Consider a resolution authorizing the purchase of (3) mowers from Professional Turf Products through an Interlocal Agreement with BuyBoard in an amount not to exceed \$64,958.00.**

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

**Goal: Financially Sound City Government  
Healthy, Safe & Vibrant Neighborhoods**

---

### Background

At the March 16, 2015 work session, Council received a presentation regarding the FY 2015 Equipment Replacement Plan. The plan included the purchase of 3 commercial mowers for utilization in the Parks Department.

### Considerations

- **Operational** – Approval of this purchase will increase productivity and decrease down time by providing staff with new equipment. An Interlocal Agreement allows staff to utilize other agencies' formal bid contracts. Each entity's formal bid process meets the requirements set forth in the statutes, including advertising, M/WBE participation, reference checks, verification of insurance and bonding, if required by specifications, and any other requirement. All legal requirements are verified by the Purchasing Agent prior to recommendation or use of a contract. These contracts save time associated with issuing bids or in obtaining quotes. Savings is achieved through aggregate volumes either through joint bidding opportunities or by addressing the cooperative language within the specifications to the vendors. The City of Lancaster maintains an agreement with BuyBoard.
- **Legal** –Texas law authorizes cooperative agreements to help save time in developing specifications and duplication during the bid process. The use of cooperative agreements is in accordance with Section 791.001 of the Texas Government Code and 271.101 of the Texas Local Government Code.
- **Financial** – This purchase is funded through the Equipment Replacement Fund. Expenditures will not exceed \$64,958. The units being replaced will be auctioned and proceeds will be deposited in the equipment replacement fund.
- **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 requested.
2. Council may reject the resolution.

**Recommendation**

Staff recommends approval of the resolution as presented authorizing the purchase of (3) mowers from Professional Turf Products in an amount not to exceed \$64,958.00.

**Attachments**

- Resolution
  - BuyBoard Quote
- 

**Submitted by:**

Jermaine Sapp, Equipment Services and Facilities Director

**RESOLUTION NO. 2015-03-21**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, AUTHORIZING THE PURCHASE OF THREE TORO COMMERCIAL MOWERS THROUGH AN INTERLOCAL AGREEMENT WITH BUYBOARD IN AN AMOUNT NOT TO EXCEED \$64,958.00.**

**WHEREAS,** the City Council of Lancaster, Texas, desires to authorize the purchase of three mowers thru an Interlocal Agreement with in an amount not to exceed \$64,958.00; and

**WHEREAS,** the replacement of these mower will improve productivity and decrease down time.

**WHEREAS,** the City of Lancaster maintains an executed Interlocal Agreement with Buyboard on a cooperative agency which authorizes cooperative agreements to help save time in developing specifications and duplication during the bid process.

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

**SECTION 1.** The City Council hereby authorizes, approves, accepts, and awards the bid to Professional Turf Products in an amount not to exceed sixty four thousand nine hundred fifty eight dollars (\$64,958.00) to purchase three Toro mowers., as set forth in Exhibit "A," and;

**SECTION 2.** That the City Manager or her designee of the City of Lancaster, Texas is hereby authorized to issue appropriate purchase orders in conformity herewith.

**SECTION 3.** Any prior Resolution of the Lancaster 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, and it is duly resolved.

**DULY PASSED** and approved by the City Council of the City of Lancaster, Texas, on this the 23rd day of March, 2015.

**ATTEST:**

**APPROVED:**

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

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

**APPROVED AS TO FORM:**

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

Exhibit "A"

Quote from HydroPro Solutions



Professional Turf Products, L.P.

1010 North Industrial Blvd.  
 Euless, Texas 76039  
 Will Dutton  
 (888) 776-8873 ext. 5410  
 duttonw@proturf.com



|             |                              |                  |              |           |
|-------------|------------------------------|------------------|--------------|-----------|
| Ship To     | City of Lancaster            |                  | Date         | 3/17/2015 |
| Bill To     | BUYBOARD (CONTRACT # 447-14) |                  | Tax Rate     |           |
| Contact     | Mike Rasco                   |                  | Destination  | 2.00%     |
| Address     | 211 N. Henry                 |                  | Trade-In     |           |
| City        | Lansaster                    |                  | Finance      |           |
| State       | Texas                        | <i>Comments:</i> | Account Type | Contract  |
| Postal Code | 751246                       |                  |              |           |
| Phone       |                              |                  |              |           |
| Fax         |                              |                  |              |           |

**Proposal**

| Qty                    | Model # | Description  | Unit                  | Extended         |
|------------------------|---------|--|-----------------------|------------------|
| 1                      | 30449N  | Toro Groundsmaster 4100-D Tvi (PFI)                        |                       |                  |
| 1                      | 30349   | Universal Sunshade (White)                                 |                       |                  |
| 1                      | 30452   | North American Road Pkg Kit                                |                       |                  |
| 1                      | 30056   | 400 Hour Filter Maintenance Kit                            |                       |                  |
|                        |         | <b>Toro GM4100 PFI Tier 4 i</b>                            | <b>\$</b>             | <b>50,808.00</b> |
| 1                      |         | Toro Z Master Zero-Turn Riders - Commercial<br>3000 Series |                       |                  |
| 2                      | 74959   | Toro 25 HP Kohler Command Pro w/ 72"<br>TURBO FORCE Deck   |                       |                  |
|                        |         | <b>Toro LCE PFI</b>  | <b>\$ 7,075.00 \$</b> | <b>14,150.00</b> |
| <b>SubTotal</b>        |         |  | <b>\$</b>             | <b>64,958.00</b> |
| <b>Destination</b>     |         |  |                       |                  |
| <b>Tax (Estimated)</b> |         |  | <b>\$</b>             | <b>-</b>         |
| <b>TOTAL</b>           |         |  | <b>\$</b>             | <b>64,958.00</b> |

**Comments:**

For all New Equipment, Demo units may be available for up to 20% savings.  
 For all New Equipment, Refurbished units may be available for up to 40% savings.

**Terms & Conditions:**

1. Orders are considered contractual. Order cancellations are subject to fees up to 10% of the original order value.
2. New equipment delivery time is estimated at six weeks from the time credit is approved & documents are executed.

3. Pricing, including finance options, valid for 30 days from time of quotation.
4. After 30 days all prices are subject to change without notice.
5. Used and Demo equipment is in high demand and availability is subject to change.
  - A. Upon firm customer commitment to purchase, said equipment availability will be determined and "locked".
  - B. In the event equipment is unavailable at time of order, PTP will employ every resource to secure an acceptable substitute.
  - C. PTP strongly advises the customer to issue a firm PO as quickly as possible after acceptance of quotation.
6. "Trade In Allowances" will be treated as a credit for future parts purchases on PTP account unless other arrangements have been made.

**Returns Policy:**

1. All returns are subject to restocking, refurbishing, usage, and shipping fees.
2. All returns must be able to be sold as new.
3. Items missing parts are non returnable.
4. Professional Turf Products will have sole discretion as to the resalable condition of the product.
5. This policy does not apply to items that are defective, or shipped incorrectly by PTP or one of its vendors.

**Payment:**

1. Terms are net 10 unless prior arrangements have been made.
2. Quoted prices are subject to credit approval.
  - A. PTP will work with third party financial institutions to secure leases when requested to do so.
  - B. When using third party financiers, documentation fees & advance payments may be required.
  - C. For convenience, monthly payments are estimated based on third party rate factors in effect at time of the quotation.
  - D. PTP assumes no liability in the event credit becomes unavailable or rates change during the approval process.
3. There will be a service charge equal to 1.5% per month (18% per annum) on all past due invoices.
4. By Law we are required to file a "Notice to Owner" of our intent to file lien in the event of payment default.
 

This notice must be sent within 60 days of the date the original invoice and will happen automatically regardless of any special payment arrangements that may have been made.

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# LANCASTER CITY COUNCIL

Item 6

## Agenda Communication

March 23, 2015

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**Consider a resolution approving the terms and conditions of an Interlocal Agreement by and between the City of Allen, Texas, and the City of Lancaster for the cooperative purchase of goods and services.**

---

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

**Goal: Financially Sound City Government**

---

### **Background**

Staff requests approval of an Interlocal Agreement with the City of Allen for the purpose of purchasing items in a cost effective and expeditious manner. Each product or service has been bid and awarded based on Texas statutes.

### **Considerations**

- **Operational** – An Interlocal Agreement allows staff to utilize other agencies' formally bid contracts. Each entity's formal bid process meets the requirements set forth in the statutes, including advertising, M/WBE participation, reference checks, verification of insurance and bonding, if required by specifications, and any other requirement.

All legal requirements are verified by the Purchasing Agent prior to recommendation or use of a contract.

Use of cooperative contracts allows Purchasing to meet the needs of the City departments on a timely basis through the use of contracts that are in place. These contracts save time associated with issuing bids or in obtaining quotes. Additionally, savings is achieved through aggregate volumes either through joint bidding opportunities or by addressing the cooperative language within the specifications to the vendors.

- **Legal** – The use of cooperative agreements is in accordance with Section 791.001 of the Texas Government Code and 271.101 of the Texas Local Government Code.
- **Financial** – The use of cooperative bids through Interlocal Agreements provides a savings to the City, both in funding and time by allowing staff to use contracts that have already been bid by another entity.
- **Public Information** – This item is being considered at a meeting at the City Council noticed in accordance with the Texas Open Meeting Act.

**Options/Alternatives**

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

**Recommendation**

Staff recommends approving the resolution as submitted.

**Attachments**

- Resolution
  - Interlocal Agreement
- 

**Submitted by:**  
Alton Dixon, Purchasing Agent

**RESOLUTION NO. 2015-03-22**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF ALLEN AND THE CITY OF LANCASTER FOR THE COOPERATIVE PURCHASE OF GOODS AND SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; DESIGNATING THE CITY MANAGER OR DESIGNEE AS THE OFFICIAL REPRESENTATIVE; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lancaster, Texas, pursuant to the authority granted under Section 791 of the Texas Government Code and Section 271 of the Texas Local Government Code, desires to participate in the cooperative agreement; and

**WHEREAS**, the City Council of the City of Lancaster, Texas, is of the opinion that participation in the agreement will be highly beneficial to the taxpayers through the efficiencies and potential savings to be realized;

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

**SECTION 1.** That the terms and conditions of the Interlocal Agreement, attached hereto and incorporated herein by reference as Exhibit "A", having been reviewed by the City Council of the City of Lancaster and found to be acceptable and in the best interests of the City of Lancaster and its citizens are hereby in all things approved.

**SECTION 2.** That the City Council of the City of Lancaster, Texas hereby authorizes the City Manager to execute said agreement.

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

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

**SECTION 5.** That 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 23<sup>rd</sup> day of March, 2015.

**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 COLLIN** §

## **INTERLOCAL COOPERATION AGREEMENT**

This Interlocal Cooperation Agreement (“Agreement”) is by and between the City of Allen, Texas (“Allen”), and the City of Lancaster, Texas, acting by and through their authorized officers.

### **RECITALS:**

**WHEREAS**, this Agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271, Texas Local Government Code; and

**WHEREAS**, Section 271.102 of the TEX. LOC. GOV’T CODE authorizes a local government to participate in a Cooperative Purchasing Program with another local government or a local cooperative organization; and

**WHEREAS**, a local government that purchases goods and services pursuant to a Cooperative Purchasing Program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and materials; and

**WHEREAS**, each party has and will on an annual basis obtain competitive bids for the purchase of goods and services; and

**WHEREAS**, the parties desire to enter into a cooperative purchasing program which will allow each party to purchase goods and services under each other’s competitively bid contracts pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV’T CODE;

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

### **ARTICLE I PURPOSE**

The purpose of this Agreement is to establish a cooperative purchasing program between the parties, which will allow each party to purchase goods and services under each other’s competitively bid contracts pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV’T CODE.

## **ARTICLE II TERM**

The term of this Agreement shall be for a period of one (1) year commencing on the last date of execution hereof ("Effective Date"). Thereafter this Agreement shall automatically renew for successive periods of one (1) year each under the terms and conditions stated herein, unless sooner terminated as provided herein.

## **ARTICLE III TERMINATION**

Either party may terminate this Agreement by providing thirty (30) days prior written notice to the other party.

## **ARTICLE IV PURCHASING**

The City Manager or designee for each of party is authorized to act on behalf of the respective party in all matters relating to this cooperative purchasing program. Each party shall make payments to the other party or directly to the vendor under the contract made pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE. Each party shall be responsible for the respective vendor's compliance with provisions relating to the quality of items and terms of delivery.

## **ARTICLE V MISCELLANEOUS**

5.1 **Relationship of Parties:** This Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture or trust.

5.2 **Notice:** Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery or facsimile transmission addressed to the respective party at the address set forth below the signature of the party.

5.3 **Amendment:** This Agreement may be amended by the mutual written agreement of both parties hereto.

5.4 **Severability:** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

5.5 **Governing Law:** The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Collin County, Texas.

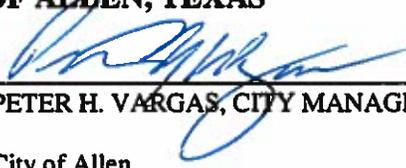
5.6 **Entire Agreement:** This Agreement represents the entire agreement among the parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

5.7 **Recitals:** The recitals to this Agreement are incorporated herein.

5.8 **Counterparts:** This Agreement may be executed in any number of counterparts, each of whom shall be deemed an original and constitute one and the same instrument.

EXECUTED this 4 day of March, 2015.

CITY OF ALLEN, TEXAS

By:   
PETER H. VARGAS, CITY MANAGER

City of Allen  
305 Century Parkway  
Allen, TX 75013

ATTEST:

By:   
SHELLEY B. GEORGE, CITY SECRETARY

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF LANCASTER, TEXAS

By: \_\_\_\_\_  
OPAL MAULDIN-ROBERTSON  
CITY MANAGER

ATTEST:

By: \_\_\_\_\_  
CITY SECRETARY

# LANCASTER CITY COUNCIL

Item 7

## Agenda Communication

March 23, 2015

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**Consider a resolution of the City Council of the City of Lancaster, approving and accepting the bylaws of the Lancaster State Auxiliary Museum Advisory Board.**

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

**Goal: Civic Engagement**

---

### **Background**

The City of Lancaster Code of Ordinances Article III “The City Council”; section 3.19 calls for the creation and appointment of such boards and commissions. In June 2013 the City Council approved the City of Lancaster State Auxiliary Museum policy to include a Museum Advisory Board.

At the December 8, 2014 City Council Meeting, City Council appointed Museum Advisory Board Members. The Museum Advisory Board had its first two meetings on February 9 and March 2, 2015. Staff and Museum Board members discussed and reviewed the attached bylaws document. Bylaws of several other benchmark cities of similar size were reviewed to compare and contrast, with special attention given to City of Lancaster Boards and Commissions policies and procedures.

The Museum Advisory Board, Managing Director of Quality of Life and Cultural Services, Museum Board Liaison collectively worked through this document. On March 2, 2015 the Museum Advisory Board unanimously recommended approval of the Bylaws.

### **Considerations**

- **Operational** –The Museum Board serves in an advisory capacity. Meetings are held a minimum of 4 times annually each fiscal year, at 7:00 p.m. on the first Monday of the month (or) as special called.
- **Legal** – The City attorney has reviewed and approved the resolution and bylaws as to form.
- **Financial** – Approval of this resolution has no direct financial impact.
- **Public Information** – This item is being considered at a regular meeting of the City Council noticed in accordance with the Texas Open Meetings Act.

**Options/Alternatives**

1. Approve the resolution as presented.
2. Reject the resolution.
3. Approve the resolution with stated modifications to the bylaws.

**Recommendation**

At the March 2, 2015 meeting the Museum Advisory Board voted unanimously to recommend approval of the attached bylaws and staff concurs with the recommendation.

**Attachments**

- Resolution
  - Draft Bylaws
  - Minutes of Museum Advisory Board Meeting (2/9/15; 3/2/15)
  - Resolution NO. 2013-06-52 (Lancaster State Auxiliary Museum Policy)
- 

**Submitted by:**

Sean Johnson, Managing Director  
Quality of Life & Cultural Services

**RESOLUTION NO. 2015-03-23**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, APPROVING AND ACCEPTING BYLAWS OF THE LANCASTER STATE AUXILIARY MUSEUM ADVISORY BOARD, WHICH ARE ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A"; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Lancaster, Texas has reviewed the Bylaws of the Lancaster State Auxiliary Museum Board and finds that the Bylaws should be approved and accepted;

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

**SECTION 1.** That the City Council of the City of Lancaster, Texas, hereby approves AND accepts the Bylaws of the Lancaster State Auxiliary Museum Advisory Board, which are attached hereto and incorporated herein as Exhibit "A."

**SECTION 2.** That this Resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

**DULY PASSED** and approved by the City Council of the City of Lancaster, Texas on this the 23<sup>rd</sup> day of March 2015.

**ATTEST:**

**APPROVED:**

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

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Robert E. Hager, City Attorney  
(REH/cdb 03/23/15)

**BYLAWS  
OF  
LANCASTER STATE AUXILIARY MUSEUM ADVISORY BOARD**

**I. NAME**

The name of this organization shall be the City of Lancaster State Auxiliary Museum Advisory Board herein referred to as "the Board".

**II. PURPOSE**

The purpose of the Board is to promote public interest in the Museum and to recommend Museum policies to the City Council.

**III. MEMBERSHIP**

- A. The Museum Board shall be composed of five (5) regular members and one (1) alternate who shall be citizens of the City of Lancaster, each of whom shall be appointed by the City Council in accordance with Article III, Section 3.19 of the Code of Ordinances. A representative of the City Council and the Director shall be ex officio members of the Board.
  
- B. A membership shall be terminated at the end of three (3) consecutive absences or four (4) absences in a twelve month period. The member will be advised of the termination by the City.

**IV. QUORUM**

The presence of three (3) members shall constitute a quorum.

**V. POWERS AND DUTIES OF BOARD MEMBERS**

Board members shall:

- A. Abide by applicable ordinances of the City of Lancaster
  
- B. Act in an advisory capacity only to the City Council in matters that pertain to the planning and development of Museum policies and shall not have any responsibility or authority for administrative and executive functions over the public officials or employees of the City in the implementation of policies or operations of the Museum facilities of the City.

- C. The Board shall receive suggestions and recommendations from citizens relating to Museum policies.
- D. Report directly to the City Council on all Museum policy concerns.

## **VI. OFFICERS**

The elected board of officers shall be a Chairperson, and Vice-Chairperson. In the event of a vacancy in the office of the Chairperson, the Vice-Chairperson shall assume the duties of the Chairperson. In the event of a vacancy in the office of the Vice-Chairperson, the Chairperson shall appoint a Board member to temporarily assume the duties of that office until the next regular meeting at which time an election will be held to fill such vacancy.

## **VII. DUTIES OF OFFICERS**

- A. The Chairperson shall preside at all regular and called meetings of the Board.
- B. The Vice-Chairperson shall preside in the absence of the Chairperson and assist the Chairperson as needed.
- C. In the absence of both the Chairperson and the Vice-Chairperson, the Board shall elect a Chair Pro Tem.

## **VIII. ELECTION AND TERM OF OFFICE**

- A. Officers shall be elected by majority vote of the members present at the first meeting following the annual appointment of board members by the City Council.
- B. Vacated offices will be filled by the majority vote of the members present.
- C. The term of office of members of the Board shall be for two (2) years from the date of their appointment. Alternate members are appointed annually for one (1) year. Vacancies on the Board shall be filled by the City Council for their unexpired portion of the original term of office

## **IX. MEETINGS**

- A. Regular meetings shall be held not less than four (4) times each fiscal year on the First (1<sup>st</sup>) Monday of the month at the Museum unless otherwise announced.
- B. The order of business for each meeting shall be as contained in an agenda prepared by the Quality of Life and Cultural Services Managing Director or

designated representative and the Board Chairperson. Any board member or citizen of Lancaster may submit items to the Chairperson or Quality of Life and Cultural Services Managing Director to be considered for the agenda.

- C. Special meetings shall be called by the Chairperson at the request of the Quality of Life and Cultural Services Managing Director, three (3) members of the Board, the City Council or Museum Advisory Board Liaison.
- D. All meetings require a quorum of members three (3) to be present.
- E. All meetings of the Board shall be open to the public unless otherwise permitted by law and shall be subject to the Open Meetings Act.
- F. The Board shall submit to the City Council a copy of the minutes of each regular and special meeting with a list of any members absent from such meetings.

#### **X. COMMITTEES**

The Chairperson shall appoint all committees.

#### **XI. PROCEDURES**

Robert's Rules of Order, revised, shall be used when needed.

#### **XII. AMENDMENTS**

The Bylaws may be amended by majority vote of the members of the Board subject to City Council approval.

Nothing contained in this policy shall be construed to alter or amend the City of Lancaster's duties and obligations under the State of Texas Auxiliary Museum agreement, as amended, or create any duties or obligations concerning the operation or maintenance of Museum facility or its exhibits.



City of Lancaster  
QUALITY OF LIFE AND CULTURAL SERVICES



1700 Veterans Memorial Parkway • Lancaster, TX 75134  
972.218.3700 (Office) • 972.218.3648 (FAX)  
www.lancaster-tx.com

**MEETING**

**LANCASTER STATE AUXILIARY MUSEUM ADVISORY BOARD**

**Monday, February 9, 2015, 7pm**

**MINUTES**

The Members of the Lancaster State Auxiliary Museum Advisory Board met Monday, February 9, 2015 at 7pm at the Lancaster Visitors Center/State Auxiliary Museum, 103 N. Dallas Ave., Lancaster, TX 75146.

**Lancaster State Auxiliary Museum Advisory Board Members Present:** Elle Pope, Shannon Boyd, Mary Ryan, Dianne Allen, Lillian Cullors, and Yolanda Edwards

**Lancaster State Auxiliary Museum Advisory Board Members Absent:** None

**City Staff Present:** Sean Johnson, Managing Director; and Cynthia D. Williams, Administrative Secretary

**I. Call to Order**

Sean Johnson, Managing Director called the Lancaster State Auxiliary Museum Advisory Board Meeting to order at 7:11pm.

**II. Election of Officers for Museum Advisory Board (Sean Johnson, Managing Director)**

Mr. Johnson gave an overview of the Officers of the Lancaster State Museum Advisory Board and opened up the floor for nominations. Ms. Edwards nominated Ms. Boyd for Chair, seconded by Ms. Pope. Motion to close the nominations for Chair made by Ms. Ryan, seconded by Ms. Edwards, and carried. Chair – Shannon Boyd

Ms. Edwards nominated Ms. Cullors for Vice-Chair, seconded by Ms. Pope. Motion to close the nominations for Vice-Chair made by Ms. Pope, seconded by Ms. Ryan, and carried. Vice-Chair – Lillian Cullors

**III. Review of Museum Policy (Sean Johnson, Managing Director)**

Mr. Johnson reported that each Board Member received the Lancaster State Auxiliary Museum Policies and Procedures in their agenda packet which gave historical information as to the purpose of this advisory board. The Board reviewed the Policy again and discussed a few items in the Policies and Procedures.

Mr. Johnson will confer City Manager's Office and City Attorney (if needed) for any clarifications needed for this Policy.

There was further questions/discussion. Board Chair Shannon Boyd appointed a subcommittee to create a draft prerequisite checklist. We will use this checklist prior to reviewing items donated to the Museum. Ms. Edwards and Ms. Ryan will serve on this subcommittee.

#### **IV. Review of Deed of Gift Form**

Mr. Johnson introduced the Deed of Gift Form to the group and gave an overview of how this form was derived, along with how a similar document is used in other cities and museums. The Board discussed the creation of an additional form for temporary loan Vs permanent deed of gift.

There was further questions/discussion.

Mr. Johnson will confer with City Manager's Office and City Attorney (if needed) for any clarification needed for this document.

#### **V. Lancaster State Museum Advisory Board Bylaws Discussion**

Mr. Johnson provided the Board with draft bylaws and stated that it is a starting point for discussing the creation of our bylaws.

There was further questions/discussion.

After review of the draft bylaws, Ms. Ryan made a motion seconded by Ms. Edwards to accept the draft bylaws with the recommended changes and/or modifications to City council. The motion carried unanimously.

#### **VI. Establish Stated Meeting Day(s)**

Per the draft bylaws, Lancaster State Auxiliary Museum Advisory Board will meet quarterly, the first Monday at 7pm at the Visitors Center/State Auxiliary Museum.

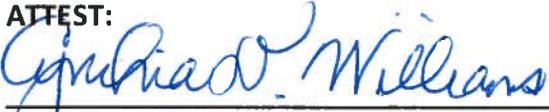
#### **VII. Set Date and Agenda of Next Meeting**

- **The Next Meeting: March 2, 2015 at 7pm**
- **Discuss and Consider Approval of Pre Deed of Gift Acceptance Checklist**
- **Discuss and Consider Approval of Draft Museum Bylaws for Council Consideration**
- **Museum Policy Discussion/Update**
- **Discuss and Consider Loan of Gift Forms (Temporary Acquisition)**

#### **VIII. Adjournment**

Ms. Cullors made a motion seconded by Ms. Pope to adjourn. All present approved and the meeting adjourned at 8:24pm.

ATTEST:

  
\_\_\_\_\_  
Cynthia D. Williams, Board Secretary

APPROVED:

  
\_\_\_\_\_  
Shannon Boyd, Chair  
Lancaster State Auxiliary Museum Advisory Board



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## MEETING

### LANCASTER STATE AUXILIARY MUSEUM ADVISORY BOARD

Monday, March 2, 2015, 7pm

## MINUTES

The Members of the Lancaster State Auxiliary Museum Advisory Board met Monday, March 2, 2015 at 7pm at the Lancaster Visitors Center/State Auxiliary Museum, 103 N. Dallas Ave., Lancaster, TX 75146.

**Lancaster State Auxiliary Museum Advisory Board Members Present:** Elle Pope, Shannon Boyd, Dianne Allen, Lillian Cullors, and Yolanda Edwards, Museum Board Liaison Councilwoman Carol Strain-Burk, Councilman Stanley Jaglowski

**Lancaster State Auxiliary Museum Advisory Board Members Absent:** Mary Ryan

**City Staff Present:** Sean Johnson, Managing Director; and Cynthia D. Williams, Administrative Secretary

### I. Call to Order

Shannon Boyd, Chair called the Lancaster State Auxiliary Museum Advisory Board Meeting to order at 7:05pm.

### II. Consider Approval of Minutes (February 9, 2015)

One correction: Change the spelling of Ms. Allen's name. It should read Dianne Allen instead of Diane Allen-McBride. Staff will make that correction.

Ms. Edwards made a motion seconded by Ms. Pope to approve the minutes of February 9, 2015 of the Lancaster State Auxiliary Museum Advisory Board with the one correction. The motion carried unanimously.

### III. Discuss and Consider Approval of Draft Museum Bylaws for Council Consideration – Sean Johnson, Managing Director

Mr. Johnson reported that what the Board has before them tonight are the Draft Bylaws that we discussed in our last meeting. The necessary corrections were made and this Item will require going to City council for approval and acceptance. Staff wanted the Board to review one last time before council consideration.

There was further questions/discussion.

Ms. Cullors made a motion seconded by Ms. Pope to accept the Draft Museum Bylaws. The motion carried unanimously.

Staff will notify the Board via email when these will be on the next Council Agenda.

#### **IV. Discuss and Consider Approval of Pre Deed of Gift Checklist – Sean Johnson, Managing Director**

Mr. Johnson reported that at our last meeting, Board Chair Shannon Boyd appointed a subcommittee to create a pre checklist for potential donors of items to the Museum. This will be an internal form that we can use in the event a donor wants to give something to the City before the item(s) come before the Museum Board and the Deed of Gift Form is considered.

There was further questions/discussion.

Ms. Allen made a motion seconded by Ms. Cullors to accept the Pre - Deed of Gift Checklist as written. The motion carried unanimously.

#### **V. Discuss Museum Policy Update(s) – Sean Johnson, Managing Director**

Mr. Johnson reported that there were some questions at our last month's meeting and Staff wanted to bring back information on that. Staff will meet with the City Attorney on March 3, 2015 and will report at our next scheduled board meeting.

There was further questions/discussion.

No action required.

#### **VI. Discuss and Review Loan of Gift Forms (Temporary Acquisition) – Sean Johnson, Managing Director**

Mr. Johnson stated that this governing body is familiar with the Deed of Gift Form. As reported at our last meeting, board members recommended we explore the creation of a Loan of Gift Form.

There was further questions/discussion.

Staff will take the recommendations tonight from the Board to our next available meeting with the City Attorney (March 3, 2015) and will report at our next scheduled board meeting.

#### **VII. Set Date and Agenda of Next Meeting**

- **Date of Next Meeting: April 6, 2015, 7pm**
- **Bylaws Update**
- **Loan of Gift Form Review**
- **Deed of Gift Form Review**
- **Museum Policy and Procedures Review**

#### **VIII. Adjournment**

Ms. Pope made a motion seconded by Ms. Edwards to adjourn. All present approved and the meeting adjourned at 8pm.

**ATTEST:**

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**Cynthia D. Williams, Board Secretary**

**APPROVED:**

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**Shannon Boyd, Chair  
Lancaster State Auxiliary Museum Advisory Board**

DRAFT

**RESOLUTION NO. 2013-06-52**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE CITY OF LANCASTER STATE AUXILIARY MUSEUM POLICY; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Lancaster supports policies and procedures to successfully govern the operations of the State Auxiliary Museum; and

**WHEREAS**, the Museum's mission is to collect, preserve and interpret the history of the State of Texas and the City of Lancaster for the educational enrichment of the public; and

**WHEREAS**, the City Council of the City of Lancaster values and appreciates an avenue by which the community and its visitors can enjoy and educate themselves on the rich history of the City of Lancaster and the State of Texas.

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

**SECTION 1.** The State Auxiliary Museum Policy, 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.** 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 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 24<sup>th</sup> day of June 2013.

**ATTEST:**

Dolle K. Downe  
Dolle K. Downe, City Secretary

**APPROVED:**

Marcus E. Knight  
Marcus E. Knight, Mayor

**APPROVED AS TO FORM:**

Robert E. Hager  
Robert E. Hager, City Attorney

# City of Lancaster State Auxiliary Museum Policies & Procedures

## **PART I Planning, Acquisitions and Care**

### **A. Statement of Purpose**

The Statement of Purpose is as defined by the Policies and Procedures of the City of Lancaster State Auxiliary Museum.

The City of Lancaster State Auxiliary Museum collects preserves and interprets the history of the State of Texas and the City of Lancaster for the educational enrichment of the public. Interpretation is conducted through permanent and temporary exhibits, organized educational programs, special events and publications.

The museum serves as a repository of State of Texas and City of Lancaster historical artifacts. The museum collects and preserves artifacts pertinent to the history of the State of Texas and the City of Lancaster. Every effort is made to ensure authenticity of the collections and their accurate presentation.

### **B. Location, Scope and Use of the Collections**

The City of Lancaster State Auxiliary Museum is located at 103 N. Dallas Avenue, Lancaster, Texas 75146, commonly known as the City of Lancaster Visitors Center and Convention Bureau. All collections, artifacts, exhibits and museum facilities are governed by the City of Lancaster and/or its designated agents. Exhibit A designates all square footage within 103 N. Dallas Avenue dedicated solely to operations and purposes related to the City of Lancaster State Auxiliary Museum unless otherwise specified by the City of Lancaster and/or its agents.

The City of Lancaster State Auxiliary Museum accepts artifacts, documents, photographs, and ephemera that are in good condition, worthy of permanent preservation, and are useful in interpreting the history of the State of Texas and the City of Lancaster. Objects not

accepted into the permanent collections may be cared for by the museum for special uses, if deemed advisable by the Advisory Board. Such uses include temporary exhibitions, educational, hands-on demonstrations, copying for research purposes, etc. Existing collections which are deemed outside the collection and preservation goals of the museum will be deaccessioned in accordance with accepted national museum standards.

### **C. Acquisitions**

All acquisitions are made by the City of Lancaster State Auxiliary Museum for the educational and research purposes of the museum.

#### **1. Collecting Goals**

The overall direction and goals of collecting activities are governed by the mission of the City of Lancaster State Auxiliary Museum. The collecting goals of the **Museum Collection** are to document the history of Lancaster and the State of Texas.

#### **2. Collection Categories**

Two categories of collections are held by the museum:

The Permanent Collections (Category I) contain those objects which directly support the mission of the Museum and help to achieve its primary collecting goals, as outlined above.

The Research Collections (Category II) contain supplemental materials which augment the Permanent Collections by providing additional documentation of the collections, Lancaster's history, or the history of Texas and the United States, for research or exhibition purposes, but do not play a primary role in supporting the Museum's mission.

The Museum collects materials for its Permanent Collections in the form of artifacts, paintings, drawings, photographs, prints, decorative arts, memorabilia, audiovisual materials, and documentary written materials. Selected publications are collected for internal reference and exhibition purposes.

## D. Acquisition Decisions

Decisions as to the appropriateness of proposed acquisitions are made as follows:

For Category I objects, a recommendation is made by the Museum's Advisory Board operating in accordance with its policies and procedures, to the City Manager's Office, which, taking into account the Advisory Board's recommendation, makes the final decision as to whether the object should or should not be acquired.

For Category II objects, an acquisition recommendation is made to the Director or designee, who makes the final acquisition decision.

Objects may be acquired from private individuals in the form of bequests, exchanges with other repositories, gifts, purchases, and transfers of property. The Museum will not directly or indirectly acquire objects that have an unethical history of ownership. The Museum does not accept any item or collection unless it has been legally and scientifically recovered and documented. The Museum shall not accept any item thought to be stolen or acquired unlawfully. The Museum shall not acquire any artifact or specimen that would violate the conditions of the Native American Graves Protection and Repatriation Act (NAGPRA). No staff or committee member shall compete with the museum in any personal collecting activity. The staff shall not personally deal, buy, sell or trade in objects similar to the types of artifacts collected by the Museum.

The Museum does not accept acquisitions on which restrictions or special conditions, other than donor recognition, have been placed. Exceptions to this policy must be considered by the Advisory Board and approved by the Director.

Due to limited exhibition space and periodically changing exhibitions, no commitments shall be made to exhibit objects acquired for the collections in the Museum's galleries for any duration of time as a condition of acquisition.

## E. Acquisition Criteria

Potential acquisitions must meet three basic criteria:

1. **Relevance:** the object must support the Museum's mission and fit within its stated collecting goals.
2. **Use:** the object must have the capacity for use in exhibitions and/or for research, educational and scholarly purposes.
3. **Condition:** the object must be in reasonable condition and must not require significant expense for treatment in order to make it relevant or useful unless such funds are pledged in writing by a donor.

In addition, the following questions must be considered when evaluating a potential acquisition. If the answer to any one of these questions casts doubt on the ability of the Museum to properly care for or manage the object, serious thought should be given to declining the acquisition.

1. Is the source the rightful owner of the object and are there any conflicts regarding property rights or legal title?
2. Has the source requested that any restrictions or special conditions be placed on the acquisition? If so, is their acceptance justifiable given Museum policy?
3. Are there any constraints in terms of intellectual property rights? Will all intellectual property rights be turned over to the City of Lancaster? If the source is not the copyright holder, has the holder been identified and can copyright be transferred to the Institute or a licensing arrangement made?
4. Has the provenance of the object been properly documented? Are there any concerns as to the authenticity of the object or its provenance?
5. Does the object unnecessarily duplicate another object already in the collections?
6. Does the Museum have the ability and intention to use and care for the object? Is appropriate storage space available? Are additional funds beyond the scope of the general collections budget necessary to make the object accessible? If the answer to any of these questions is no, the Museum should explore with the prospective

donor the possibility of his/her establishing an endowment to support the extraordinary costs of care, storage, and/or access.

7. Are there any safety concerns related to the object which might demand special handling, display, and/or insurance requirements?
8. If the object is being purchased, is the price fair and reasonable? Could the object or its equivalent be acquired by gift or bequest rather than purchase?

### F. Gifts

For all gifts, a Deed of Gift agreement must be signed by the donor or the donor's authorized representative at the time of donation. Objects will not be rehoused, preserved, cataloged, or made available for use by researchers until a Deed of Gift has been executed. The Museum does not accept donations in which legal title is not transferred to the City of Lancaster State Auxiliary Museum. If a donor wishes to retain title to an object, the object shall be considered an adjunct to the Permanent Collections and processed as an extended loan. In this case, it is understood by the Museum that the donor's intent is to turn all rights and title in the object over to the City of Lancaster State Auxiliary Museum at some future point and an agreement to this end must be entered into prior to acceptance of the loan. Gifts to the Museum are tax deductible to the extent allowed by law. If a donor wishes to take a charitable deduction, it is their responsibility to initiate IRS Form 8283 for Noncash Charitable Contributions. The City of Lancaster State Auxiliary Museum is responsible only for certifying receipt of the gift and is not allowed to establish any valuations, nor provide any recommendations as to appraisers. Under no circumstances will Museum staff, Advisory Board Members or volunteers appraise donations or make arrangements for an appraisal on the donor's behalf. Unsolicited objects offered as potential acquisitions for the Museum's collections are considered to be in the **temporary custody** of the Museum. If the acquisition of an unsolicited object is approved, the object will be formally accessioned into the collections and the Temporary Custody Receipt will be retained in the object's accession file. Unwanted, unsolicited objects will be returned to the source, if the source is known. If the source is not known, Museum staff will attempt to locate an appropriate repository for the object and if unsuccessful, the object may be disposed of by witnessed destruction.

### G. Bequests

Bequests will be considered for acquisition in the same manner as gifts. The City of Lancaster State Auxiliary Museum reserves the right to refuse bequeathed objects that do not meet its criteria for acquisition, or it may choose to accept only a portion of the bequest. For all bequests, copies of the will including all codicils shall be retained for the object's Accession File.

### H. Exchanges

Exchanges are treated as two separate collections management actions. Incoming objects will be considered for acquisition in the same manner as other acquisitions and must be approved before the exchange takes place. Title transfer documentation appropriate to the type of acquisition will be retained in the object's Accession File. Outgoing objects must be deaccessioned in accordance with Museum policy. Deaccession Recommendation and Deaccession Action forms will be retained in the object's Accession File.

### I. Purchases

The City of Lancaster State Auxiliary Museum maintains an acquisition fund, under the supervision of the City Manager's Office, which is used towards the purchase of objects for the collections and for the direct care of collections, which is defined as the conservation of collections objects or the improvement of collections storage facilities. Funds for a purchase must be in hand or secured in writing prior to submitting an acquisition proposal to the Director. Objects purchased with funds from the sale of donated objects will be credited to the original donor. The bill of sale or signed Receipt of Purchase will be retained in the object's Accession File.

The City Manager's Office will provide a report on acquisitions at the close of the fiscal year.

## J. Preventative Care

The role of preventive care (also known as preventive conservation) is to avoid, block, or minimize the **agents of deterioration**. By using preventive care techniques you can limit the imperceptible deterioration that occurs on a daily basis (but is cumulative over time) and the catastrophic damage that occurs occasionally. Only when preventive care techniques are not implemented or objects are inherently unstable, is conservation treatment necessary.

The agents of deterioration are forces that act upon objects causing chemical and physical damage. The Canadian Conservation Institute has defined the agents of deterioration as:

1. **Direct physical forces**, such as shock, vibration, and abrasion that can break, distort, puncture, dent, and scratch all types of objects. These forces may be *cumulative*, such as improper handling or support or *catastrophic*, such as earthquake, war, or shelf collapse.
2. **Thieves, vandals, or careless individuals** who misplace objects. Some of these agents are *intentional*, such as criminals who steal or disfigure objects. Others are *unintentional*, such as staff or users who misfile objects.
3. **Fire** that destroys, scorches, or deposits smoke on all types of objects.
4. **Water** that causes efflorescence in porous materials, swells organic materials, corrodes metals, delaminates and/or buckles layered components, and loosens joined components.
5. **Pests**, such as *insects* that consume, perforate, cut, graze, tunnel and/or excrete which destroys, weakens, disfigures, or etches organic materials. Pests also include *vermin* such as birds and other animals that gnaw organic materials and displace small objects, foul objects with feces and urine and *mold and microbes* that weaken or stain objects.
6. **Contaminants** that disintegrate, discolor, or corrode all types of objects, especially reactive and porous materials. This includes *gases* (such as pollution, oxygen), *liquids* (such as plasticizers, grease), and *solids* (such as dust, salt).

7. **Radiation**, including both ultraviolet radiation and visible light. *Ultraviolet* radiation disintegrates, fades, darkens, and/or yellows the outer layer of organic materials and some colored inorganic materials. *Unnecessary visible light* fades or darkens the outer layer of paints and wood.
8. **Incorrect temperature** that can be *too high* causing gradual disintegration or discoloration of organic materials; *too low* causing embrittlement, which results in fractures of paints and other polymers; or *fluctuating* causing fractures and delamination in brittle, solid materials. Fluctuations in temperature also cause fluctuations in RH.
9. **Incorrect relative humidity** that can be *damp (over 65% RH)*, causing mold and corrosion, or *above or below a critical value*, hydrating or dehydrating some minerals and corroding metals that contain salts. Organic materials will gradually disintegrate and discolor, especially materials that are chemically unstable at any RH level *above 0%*. *Fluctuating* RH will shrink and swell unconstrained organic materials, crush or fracture constrained organic materials, cause layered organic materials to delaminate and/or buckle, and loosen joints in organic components.

Most objects are affected by a variety of these agents of deterioration at the same time. As you improve preventive care of your collections, you will be addressing each of the agents of deterioration through a variety of policies and procedures.

The Director has primary responsibility for preventive care of the museum collections. Preventive care requires vigilance to ensure that damage does not occur. In order to carry out a proper preventive care program you should:

- know the causes and recognize the symptoms of object deterioration
- inspect collections on a regular basis
- monitor and control the museum environment (relative humidity, temperature, light, pests, dust, and other pollutants)
- practice proper techniques for the handling, storage, exhibit, packing, and shipping of objects
- provide appropriate security and fire protection for collections

- prepare and be able to implement emergency management plans for collections

## K. Conservation

**Conservation treatment** is the deliberate alteration of the chemical and/or physical aspects of an item from a museum collection, in order to prolong the item's existence. Treatment may consist of stabilization and/or restoration. **Stabilization** consists of those treatment procedures applied to maintain the integrity of a museum object and to minimize further deterioration. For example, when a conservator washes paper, the washing removes acidic by-products of deterioration. This is a method of stabilization. **Restoration** consists of those treatment procedures intended to return cultural property to a known or assumed state, often through the addition of non-original material. For example, to restore a broken ceramic pot a conservator might glue broken pieces together and fill the losses with plaster.

Consider conservation treatment in the following cases:

- when preventive care measures are not enough to reduce the rate of deterioration to a tolerable level, such as deteriorating plastic objects
- when deterioration has proceeded to a point where the object is extremely fragile and is in danger in any circumstances, such as when paint is flaking from a picture
- when stabilization or restoration is required for exhibit
- when stabilization or restoration is required for research

Any person who performs conservation treatments for the City of Lancaster State Auxiliary Museum must agree to adhere to the American Institute for Conservation of Historic and Artistic Works (AIC) Code of Ethics and Guidelines for Practice. This requirement shall be in all requests for proposals (RFPs) or contracts with conservators.

Preventive conservation is the responsibility of everyone who works in and around museum collections, including archivists, museum technicians, collection managers, conservators, curators, interpreters, maintenance personnel, preparators, volunteers and researchers.

## Addendum A (Code of Ethics)

### Code of Ethics for the City of Lancaster State Auxiliary Museum

#### **Introduction**

The City of Lancaster State Auxiliary Museum values museums and the service they provide to the public. Its board, staff, and volunteers embrace fairness, inclusiveness, diversity, innovation, and integrity and work to advance the museum's mission.

As a part of government entity dedicated to the public good, the museum is accountable to the public, transparent in its operations, responsible in its stewardship of resources, and committed to excellence.

This Code of Ethics applies to the museum's staff and volunteers. Staff members include those who are employed by the association on a full-time, part-time, permanent, temporary, or contract basis.

Volunteers include interns, and any individual appointed to serve on a museum Advisory Board, task force, or working group on behalf of the museum community.

The City of Lancaster State Auxiliary Museum is actively committed to informing board, staff, and volunteers about the code of ethics and its application; evaluating the code regularly, and creating policies and procedures that reflect its values.

#### **Mission**

The Museum's mission, approved by Lancaster City Council, is to collect, preserve and interpret the history of the State of Texas and the City of Lancaster for the educational enrichment of the public. Interpretation is conducted through permanent and temporary exhibits, organized educational programs, special events and publications. The mission reflects the constituency and communities the museum serves. The museum's programs support that mission, as do those who work for or on its behalf.

## **Legal Compliance**

The museum's board, staff and volunteers comply with all applicable laws, regulations, and international conventions.

## **Personal and Professional Conduct**

In their dealings as representatives of the Museum, museum staff, board, and volunteers act professionally with honesty, integrity, and openness. They treat each other and museum constituents fairly and with respect. Staff, board members, and volunteers are responsible for being aware of and complying with museum policies that address their conduct.

## **Conflict of Interest**

Museum staff, advisory board members, and volunteers act in the best interest of the museum rather than in furtherance of personal interests or the interests of third parties, such as friends and family. Decisions about the Museum and the use or disposition of its assets are made solely in terms of the benefits to the museum and are neither influenced nor appear to be influenced, by any private profit, personal gain, or outside benefit for staff, board members, and volunteers; their friends and family members; or the organizations with which they are affiliated.

## **Advisory Board**

The City of Lancaster State Auxiliary Museum has an active advisory board that makes recommendations to the City Manager's Office regarding the association's mission, strategic direction, and policies; the City Manager's Office is responsible for oversight of its finances and operations. The board ensures that its members and the staff act for the benefit of the museum and its public purpose with integrity and honesty; that the museum's resources are responsibly and prudently managed; and that the museum has the capacity to carry out its programs effectively.

The advisory board must adhere to the City of Lancaster Boards and Commissions Policies and Procedures during the execution of its duties. The Advisory Board will consist of five (5) board members and one (1) alternate board member appointed by the Lancaster City Council, each serving staggering terms of two years.

### **Staff**

All staff members are responsible for understanding the duties of their positions and executing those duties to the best of their abilities. The museum promotes a working environment that values respect, fairness, and integrity. Its human resource policies are fair, establish clear expectations, and provide for meaningful and effective performance evaluation. Open communication among staff is highly valued.

To help all staff meet their potential and to sustain the museum and encourage its growth, the senior staff model professional conduct and provide leadership, clarity, and respect for individuals and for diverse points of view.

### **Volunteers**

The Museum's volunteers are in direct contact with the public on a daily basis and often are the face of the museum to their peers and the public. When acting on behalf of the museum, volunteers understand their duties and execute them to the best of their abilities. They convey the mission and goals of the museum, and as its representatives, refrain from promoting their own institutions or businesses.

### **Integrity**

The City of Lancaster State Auxiliary Museum responds to the needs of its community and is committed to improving its organizational effectiveness, programs, products, and services. It strives to provide the public with content that is accurate, clear, and informed.

### **Inclusiveness and Diversity**

To enhance its effectiveness, the museum promotes inclusiveness. Its staff, board, and volunteers strive to ensure that the diversity of museums and museum professionals is reflected in its programs and Advisory Board.

### **Awards**

When granting awards, the museum:

- has guidelines in place to ensure fairness and consistency
- maintains constructive relations with applicants or nominees, based on mutual respect and shared goals;
- communicates clearly and on a timely basis;
- respects applicants' or nominees' expertise in their fields of knowledge;

### **Fiscal Responsibility**

The City of Lancaster State Auxiliary Museum manages its funds responsibly and prudently by:

- drawing from its endowment funds consistent with donor intent and to support the endowment's public purpose;
- ensuring that all spending practices and policies are fair, reasonable, and appropriate to fulfill its mission;
- generating financial reports and annual independent audits that are accurate, complete, and accessible in all material respects.

### **Fund-Raising and Business Practices**

The City of Lancaster State Auxiliary Museum is truthful in its fund-raising solicitation materials. It handles information about donations with confidentiality to the extent provided by the law, expends funds consistent with donor intent, and provides appropriate acknowledgement and recognition. The museum discloses whether those seeking donations are museum Advisory Board Members, volunteers, employees, or hired solicitors.

In all cases, and for the protection of the good name of the museum and its members, the museum may only enter into agreements with reputable organizations whose image, product, and services do not conflict with its mission or values.

### **Disclosure**

The City of Lancaster State Auxiliary Museum provides comprehensive information about the museum and responds in a timely manner to reasonable requests for information. Basic data about museum operations—such as the Form 990, annual reports, audited financial statements, program reports, and policies—are available to the public by an open records request.

### **Confidentiality**

The City of Lancaster State Auxiliary Museum staff, board, and volunteers may have access to confidential and privileged information about the association, its members, and other constituents. Loyalty to the Museum requires that individuals with access to such information comply with privacy and confidentiality policies and treat all information responsibly and appropriately.

### **Use of this Code of Ethics**

The Code of Ethics of the City of Lancaster State Auxiliary Museum is a living document, designed to be disseminated, used, and updated. The Lancaster City Council will establish a schedule for regular review of the code and its dissemination. Museum staff will:

- incorporate the code into its operations
- review the code regularly
- post the code on the museum's public Web site
- disseminate the code to all museum volunteers

# LANCASTER CITY COUNCIL

Item 8

## Agenda Communication

March 23, 2015

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

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

**Goal: Financially Sound City Government**

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### **Background**

At the Council work session on March 16, 2015, Council received a presentation from BKD, LLP the independent certified public accounting firm that performed the annual audit of the City of Lancaster's general government and its component units.

This item is to formally accept for approval the Comprehensive Annual Financial Report for the fiscal year ended September 30, 2014. The City engaged the independent certified public accounting firm BKD, LLP to perform the annual audit of the City of Lancaster and its component units for the fourth consecutive year. The audit field work began in January and concluded in March, 2015. The City staff and BKD worked closely to ensure all requests and deadlines were met to accomplish this goal.

### **Considerations**

- **Operational** – The CAFR is distributed to numerous financial institutions, bond rating agencies, the City's financial advisors, and grantors to comply with financial disclosure requirements. This report is designed to provide readers with an understanding of the financial status of the City and its results of operations.
- **Legal** – The City Attorney will review and approve the resolution as to form.
- **Financial** – The annual audit is prepared in compliance with generally accepted accounting principles accepted in the United States (GAAP). The information is fairly stated in all material respects in relation to the basic financial statements.
- **Public Information** – This item is being considered at a regular meeting of the City Council noticed in accordance with the Texas Open Meetings Act.

**Options/Alternatives**

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

**Recommendation**

Staff recommends approval of the resolution as presented accepting the Comprehensive Annual Financial Report for fiscal Year Ended September 30, 2014.

**Attachments**

Resolution

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**Submitted by:**

Cynthia Pearson, Director of Finance

**RESOLUTION NO. 2015-03-24**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, ACCEPTING THE COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR) FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2014; WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE AS EXHIBIT "A"; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council has received said report; and

**WHEREAS**, the City Council desires to accept the 2014 Comprehensive Annual Financial Report (CAFR) and the Management Letter Comments;

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

**SECTION 1.** That the 2014 Comprehensive Annual Financial Report (CAFR), which is attached hereto and incorporated herein by reference as Exhibit "A", is hereby, in all things accepted by the City Council of the City of Lancaster, Texas.

**SECTION 2.** This resolution shall take effect immediately from and after its passage as the law in such cases provides, and it is accordingly so resolved.

**DULY PASSED** and approved by the City Council of the City of Lancaster, Texas, on this the 23rd day of March 2015.

**ATTEST:**

**APPROVED:**

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

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

**APPROVED AS TO FORM:**

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

# **LANCASTER CITY COUNCIL**

Item 9

## **Agenda Communication**

**March 23, 2015**

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**The City Council shall convene into closed executive session pursuant to Section § 551.074 (a)(1) of the TEXAS GOVERNMENT CODE to deliberate:**

- (a) The evaluation and duties of a public officer or employee, to-wit: the City Secretary; and,**
  - (b) The duties of a public officer or employee; to wit: Municipal Court Judge.**
- 

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

**Goal: Professional and Committed City Workforce**

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Executive Session matters.

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**Submitted by:**

Sorangel O. Arenas, City Secretary

# **LANCASTER CITY COUNCIL**

Item 10

## **Agenda Communication**

March 23, 2015

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**Reconvene into open session. Consider and take appropriate action(s), if any, on closed/executive session matters.**

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

**Goal: Professional and Committed City Workforce**

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This agenda item allows City Council to take action necessary, if any, on item(s) discussed in Executive Session.

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**Submitted by:**

Sorangel O. Arenas, City Secretary