



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

**Monday, September 10, 2012 - 7:00 PM**

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**CALL TO ORDER**

**INVOCATION:** Ministerial Alliance

**PLEDGE OF ALLEGIANCE:** Councilmember Walter Weaver

**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.

**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 the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: the City Manager.
2. Reconvene into open session. Consider and take appropriate action(s), if any, on executive session matters.

**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.

- C3. Consider approval of minutes from the City Council Regular Meeting held August 27, 2012.
- C4. Consider a resolution adopting the City of Lancaster Investment Policy providing that all funds of the City be managed and invested for safety, liquidity, diversification and yield and that investments be chosen in a manner which promotes diversity by market sector, credit and maturity; providing that the policy serve to satisfy the requirements of Chapter 2256 Public Funds Investment Act.
- C5. Consider a resolution adopting the City of Lancaster Financial Policy Statements
- C6. Consider a resolution approving the terms and conditions of the City owned T-Hangar non-commercial lease from building 680 at the Lancaster Regional Airport.
- C7. 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.

- C8. Consider a resolution approving the terms and conditions of an Interlocal Agreement by and between the City of Lancaster and the Texas Department of Public Safety for the failure to appear program offered by the drivers license division under Texas Transportation Code Chapter 706.

**PUBLIC HEARING:**

9. Conduct a public hearing and consider an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Millbrook East Public Improvement District, providing for: findings of benefits accrued, accepting five year service plan, recording final assessment onto tax roll, setting the assessment levy, establishing a method of payment and assessment due.
10. Conduct a public hearing and consider an ordinance of the City of Lancaster, Texas, approving and adopting a budget for the fiscal year beginning October 1, 2012 and ending September 30, 2013; providing that expenses for said fiscal year shall be in accordance with said budget.

**ACTION:**

11. Discuss and consider an ordinance levying ad valorem taxes for fiscal year 2012/2013 at \$0.8675 per one hundred dollars assessed valuation of all taxable property within the corporate limits to provide revenues for current expenses and interest and sinking fund requirements; providing due and delinquent dates; penalties and interest and providing a homestead exemption and disability exemption.
12. Discuss and consider a resolution ratifying the budget for the fiscal year 2012-2013 that results in a decrease of revenues from property taxes than previous years.
13. Discuss and consider an ordinance establishing Civil Service classifications within the Police and Fire Departments; prescribing the number of positions in each classification.
14. Discuss and consider a resolution approving a Consumer Price Index (CPI) rate increase request by Republic (Allied) Waste Services.
15. Discuss and consider annual appointments to City of Lancaster boards and commissions.
16. Discuss and consider confirmation of nominations made by the Mayor for appointment to the City of Lancaster Zoning Board of Adjustment.
17. Discuss and consider appointment of council liaisons to City Boards and Commissions.

**ADJOURNMENT**

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

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

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**Certificate**

**I hereby certify the above Notice of Meeting was posted at the Lancaster City Hall on \_\_\_\_\_, 2012 @ \_\_\_\_\_ and copies thereof were hand delivered to the Mayor, Mayor Pro-Tempore, Deputy Mayor Pro-Tempore and Council members.**

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Dolle K. Downe, TRMC  
City Secretary

# **LANCASTER CITY COUNCIL**

## **Agenda Communication**

September 10, 2012

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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 the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: the City Manager.**

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Executive Session matter.

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**Submitted by:**

Dolle K. Downe, City Secretary

# LANCASTER CITY COUNCIL

## Agenda Communication

September 10, 2012

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

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### **Background**

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:**

Dolle K. Downe, City Secretary

# LANCASTER CITY COUNCIL

## Agenda Communication

September 10, 2012

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**Consider approval of minutes from the City Council Regular Meeting held August 27, 2012.**

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### Background

Attached for your review and consideration are minutes from the:

- City Council Regular Meeting held August 27, 2012

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**Submitted by:**

Dolle K. Downe, City Secretary

## MINUTES

### LANCASTER CITY COUNCIL MEETING OF AUGUST 27, 2012

The City Council of the City of Lancaster, Texas, met in Regular session in the Council Chambers of City Hall on August 27, 2012 at 7:00 p.m. with a quorum present to-wit:

**Councilmembers Present:**

Mayor Marcus E. Knight  
Walter Weaver  
Stanley Jaglowski  
Mayor Pro Tem Marco Mejia  
LaShonjia Harris  
Nina Morris

**Councilmember Absent:**

Deputy Mayor Pro Tem James Daniels

**City Staff Present:**

Opal Mauldin Robertson, City Manager  
Amber Dorsey, Community Relations Assistant  
Sheree Haynes, Finance Director  
Sean Johnson, Parks and Recreation Director  
Dori Lee, Human Resources Director  
Ed Brady, Economic Development Director  
Larry Flatt, Police Chief  
Thomas Griffith, Fire Chief  
Rona Stringfellow Govan, Managing Director Public Works / Development Services  
Jim Brewer, Assistant Director Public Works / Development Services  
Shwetha Pandurangi, City Engineer  
Nathaniel Barnett, Senior Planner  
Allen Carsner, Streets & Stormwater Superintendent  
Donald McKinney, Water/Wastewater Superintendent  
Mark Divita, Airport Manager  
Alexis Allen, Associate Attorney  
Dolle Downe, City Secretary

**Call to Order:**

Mayor Knight called the meeting to order at 7:00 p.m. on August 27, 2012.

**Invocation:**

Parks and Recreation Director Sean Johnson gave the invocation.

**Pledge of Allegiance:**

Councilmember Morris led the pledge of allegiance.

**Citizens Comments:**

David Robison, 420 Red Bud Lane, spoke against spraying for mosquitoes commenting that it is bad for other insects and is a serious mistake for people and insects with regard to the environmental impact down the road; stated that the mosquitoes will be worse next year; also asked Council to vote no on the Allied Waste CIP rate increase request.

James Lewis, 818 Katy Street, played an audio tape; stated that it took him twelve days to get enough petition signatures to be on the ballot for Mayor; stated that he ran his campaign by himself and it left him exhausted; stated that he represents disabled people and what they can do.

**Consent Agenda:**

City Secretary Downe read the consent agenda.

- 1C. Consider approval of minutes from the City Council Regular Meeting held August 13, 2012, Emergency Meeting held August 16, 2012 and Special Meeting held August 21, 2012.
- 2C. Consider Resolution 2012-08-63 approving the terms and conditions of an Interlocal Agreement by and between the City of Lancaster and Dallas County Health and Human Services to provide health services.
- 3C. Consider Resolution 2012-08-64 approving the terms and conditions of a Master Interlocal Agreement by and between Dallas County and the City of Lancaster for transportation related maintenance on certain designated roadways and a Project Specific Agreement by and between Dallas County and the City of Lancaster for the reconstruction and/or overlay of roadways, that is: Hammond Avenue blocks 100E through 300E, Oak Street blocks 100 through 300, Henry Street blocks 700 through 1000; and Walnut Street blocks 100 through 400.
- 4C. Consider Resolution 2012-08-65 approving the terms and conditions of the City owned T-hangar commercial lease from building 670 at the Lancaster Regional Airport.
- 5C. Consider an ordinance amending Ordinance No. 2006-03-09 by amending the City of Lancaster Master Thoroughfare Plan and maps and amending the Comprehensive Land Use Plan to incorporate the amended Master Thoroughfare Plan.
- 6C. Consider Resolution 2012-08-66 authorizing Dallas County to resell tax foreclosed property by public or private sale, to the highest qualified purchaser, as provided by Section 34.05 of the Texas Property Tax Code.
- 7C. Consider an ordinance amending the fiscal year 2011-2012 official budget, adopted by Ordinance 2011-09-25, as amended, by increasing General Fund within the General Fund account in the amount of seventeen thousand three hundred and thirteen dollars (\$17,313), by making an inter-fund transfer from the General Fund Undesignated Reserve in the amount of seventeen thousand three hundred and thirteen dollars (\$17,313) to the General Fund.
- 8C. Consider an ordinance amending the Beltline Ashmoore Public Improvement District Five Year Service Plan, as adopted by Ordinance No. 2011-08-23, by realigning line item expenses in the Beltline Ashmoore Public Improvement District Five Year Service Plan for fiscal year 2011/2012 by a total of \$5,200.

- 9C. Consider Resolution 2012-08-67 approving the terms and conditions of a professional services agreement with Brown and Gay Engineers, Inc. to perform engineering services and construction in connection with the project known as the Main Street-Beltline Road Bridge Rehabilitation Project for the rehabilitation and repair of the Main Street-Beltline Road Bridge located at 728 W. Beltline Road in an amount not to exceed \$99,500.**

Mayor Pro Tem Mejia pulled item 3C from the consent agenda. Councilmember Weaver pulled item 7C. Councilmember Morris pulled item 8C.

**MOTION:** Mayor Pro Tem Mejia made a motion, seconded by Councilmember Morris, to approve consent items 1C, 2C, 4C - 6C and 9C. The vote was cast 6 for, 0 against [Daniels absent].

Mayor Pro Tem Mejia asked the City Manager to comment on the proposed roadway repairs [item 3C]. City Manager Mauldin Robertson stated these road segments have been identified by the City's Integrated Pavement Management System as high priority and the City is able to partner with Dallas County Public Works for repair and reconstruction using funds budgeted for street maintenance within the Sanitation Fund.

Mayor Pro Tem Mejia commented that he and Councilmember Weaver have pushed for these roadway repairs and he is pleased to see these repairs on the agenda.

**MOTION:** Mayor Pro Tem Mejia made a motion, seconded by Councilmember Morris, to approve Resolution 2012-08-64 [item 3C] as presented. The vote was cast 6 for, 0 against [Daniels absent].

Councilmember Weaver asked why the Court Marshal was not originally included in the budget [item 7C]. City Manager Mauldin Robertson stated the police officer serving as the Marshal was placed back into patrol duties which necessitated hiring a part-time Deputy Court Marshal for warrant work.

**MOTION:** Councilmember Weaver made a motion, seconded by Mayor Pro Tem Mejia, to approve an ordinance amending the fiscal year 2011-2012 official budget as presented [item 7C]. The vote was cast 6 for, 0 against [Daniels absent].

Councilmember Morris passed comment to Councilmember Harris. Councilmember Harris asked about the \$5,200 expenditure in the Beltline Ashmoore PID budget [item 8C]. City Manager Mauldin Robertson stated the cost was for the repair of the brick wall that was damaged during the April 3, 2012 tornado and that this expenditure necessitated realigning the PID budget for fiscal year 2011/2012 to cover the unexpected expense.

**MOTION:** Councilmember Morris made a motion, seconded by Councilmember Jaglowski to approve an ordinance amending the Beltline Ashmoore Public Improvement District Five Year Service Plan as presented [item 8C]. The vote was cast 6 for, 0 against [Daniels absent].

10. **Conduct a public hearing and discuss an ordinance levying ad valorem taxes for fiscal year 2012-2013 at \$0.8675 per one hundred dollars assessed valuation of all taxable property within the corporate limits to provide revenues for current expenses and interest and sinking fund requirements; providing due and delinquent dates; penalties and interest; and providing a homestead exemption and disability exemption.**

City Manager Mauldin Robertson stated that the tax rate for fiscal year 2012-2013 is proposed to remain the same at \$0.8675 per \$100 assessed value to be apportioned at \$0.6012 for maintenance and operations and \$0.2663 for interest and sinking fund requirements. City Manager Mauldin Robertson noted a total tax revenue decrease from properties on the tax roll in the preceding tax year by 3.68%.

Councilmember Morris thanked the City Manager and staff for keeping the tax rate the same.

Mayor Pro Tem Mejia commented that it is important to keep the tax rate the same.

Mayor Knight opened the public hearing.

Speaking regarding the proposed tax rate:

David Robison, 420 Red Bud Lane, commended Council and staff for working the numbers and asked if things get worse, where does that leave the City; commented that it may be beneficial to go ahead and raise the tax rate, let him pay what he budgeted to pay for property tax, which increases revenue to the City; stated that costs for the City next year will not be lower; urged Council to find a happy medium and not postpone a decline in property tax revenue for Council to deal with down the road.

Carolyn Morris, 887 Wintergreen Road, thanked Council for the tax rate remaining the same; commented that the City needs to look at bringing in more businesses, not trucks and logistic businesses; stated that the trucks will tear up newly reconstructed roads like Houston School Road; commented that the vision for the City is not a warehouse city and that citizens would like to spend their dollars in the community.

Councilmember Morris commented that the proposed budget included projections for revenue and expenditures through 2017 which has not previously been done and indicated that the five year picture is helpful in determining where to set the tax rate.

There were no other speakers.

Donna Lee, 527 E. Reindeer Road, did not wish to speak but requested that her opposition to the tax rate be noted in the record.

**MOTION:** Councilmember Morris made a motion, seconded by Mayor Pro Tem Mejia, to close the public hearing and set consideration of the tax rate for fiscal year 2012-2013 at the Council meeting on September 10, 2012 at 7 p.m. The vote was cast 6 for, 0 against [Daniels absent].

11. **Conduct a public hearing and discuss an ordinance approving and adopting a budget for the fiscal year beginning October 1, 2012 and ending September 30, 2013; providing that expenditures for said fiscal year shall be in accordance with said budget.**

City Manager Mauldin Robertson noted the proposed fiscal year 2012-2013 budget expenditures are \$51,867,747 for all funds which utilizes the existing tax rate.

Mayor Knight opened the public hearing.

Speaking regarding the proposed budget:

Carolyn Morris, 887 Wintergreen Road, stated in preparing the budget that consideration should be given to education and training because training is imperative for staff and Council; commented that she would be pleased to see her tax dollars go toward training.

James Lewis, 818 Katy Street, commented that it is important that programs for jobs and black contractors are available to help people work and asked if there are any funds allocated for such programs and to help people in the community.

David Robison, 420 Red Bud Lane, commented that in looking at the proposed budget handout, it appears the City is already in the hole, commenting that based on the projections, the tax rate may not be sufficient.

Mayor Knight commented that the City does offer budget Town Hall meetings that are a great opportunity to help citizens understand the budget and the strategies for determining the proposed budget.

There were no other speakers.

**MOTION:** Councilmember Morris made a motion, seconded by Mayor Pro Tem Mejia, to close the public hearing and set a second public hearing and consideration of the proposed budget for fiscal year 2012-2013 at the Council meeting on September 10, 2012 at 7 p.m. The vote was cast 6 for, 0 against [Daniels absent].

12. **Conduct a Public Hearing and consider an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Beltline Ashmoore Public Improvement District; providing for: findings of benefits accrued, accepting five year service plan, recording final assessment onto tax roll, setting the assessment levy, establishing a method of payment and assessment due.**

Mayor Knight opened the public hearing.

Speaking regarding the proposed Beltline Ashmoore PID:

James Lewis, 818 Katy Street, stated he is concerned about jobs and asked how many black contractors are used in the City. Mayor Knight stated that this public hearing is for the Beltline Ashmoore PID and indicated Mr. Lewis could make an appropriate open records request or visit with staff regarding the number/type of contractors.

There were no other speakers.

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

Councilmember Morris asked to clarify the collection process for PID's. City Manager Mauldin Robertson stated that the County Tax Collector collects the PID's fees and remits them to the City with the City property taxes. The City disperses the monies received on a reimbursement basis according to the approved service plan.

Councilmember Harris commented on the notice to residents regarding the PID and methods of informing residents about the service plan. City Manager Mauldin Robertson noted that an annual meeting is required and a notice is mailed to all residents of the PID outlining requirements thus giving residents opportunity to contact their advisory board or ask questions of City staff in addition to the required public hearing. Councilmember Harris commented that it may be difficult for some to understand the notice if not familiar with the terms stating that her request is that the City do a better job in the readability of the letter and in working with the advisory boards and residents to provide education regarding the PID's. City Manager Mauldin Robertson commented that certain language in the notice is legally required. Mayor Knight commented that there is opportunity for additional discussion about the process and will make sure it is addressed.

**MOTION:** Councilmember Weaver made a motion, seconded by Mayor Pro Tem Mejia, to approve an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Beltline Ashmoore Public Improvement District as presented. The vote was cast 6 for, 0 against [Daniels absent].

- 13. Conduct a Public Hearing and consider an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Boardwalk Public Improvement District; providing for: findings of benefits accrued, accepting five year service plan, recording final assessment onto tax roll, setting the assessment levy, establishing a method of payment and assessment due.**

Mayor Knight opened the public hearing.

Speaking regarding the proposed Boardwalk PID:

Judith Johnson, 1340 Illinois Avenue, stated that she did not understand about the PID and was unable to attend the August 13 meeting to ask questions. Mayor Knight stated that staff would take her name and number and follow up with her.

There were no other speakers.

**MOTION:** Councilmember Weaver made a motion, seconded by Councilmember Jaglowski, to close the public hearing. The vote was cast 6 for, 0 against [Daniels absent].

**MOTION:** Councilmember Weaver made a motion, seconded by Councilmember Jaglowski, to approve an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Boardwalk Public Improvement District as presented. The vote was cast 6 for, 0 against [Daniels absent].

Councilmember Morris asked about HOA information being available on City website. City Manager Mauldin Robertson noted that HOA and PID information is on the City website. Councilmember Harris stressed the importance of an individual receiving information in the mail and understanding what it means. Mayor Knight made a general comment saying that items must be on a posted agenda for Council to be able to discuss a matter in depth and that he hears Councilmember Harris' concerns and the concerns will be addressed. Mayor Pro Tem Mejia commented that he supports Councilmember Harris with regard to her concerns.

14. **Conduct a Public Hearing and consider an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Glendover Estates Public Improvement District; providing for: findings of benefits accrued, accepting five year service plan, recording final assessment onto tax roll, setting the assessment levy, establishing a method of payment and assessment due.**

Mayor Knight opened the public hearing.

There were no speakers.

**MOTION:** Councilmember Weaver made a motion, seconded by Mayor Pro Tem Mejia, to close the public hearing. The vote was cast 6 for, 0 against [Daniels absent].

**MOTION:** Councilmember Weaver made a motion, seconded by Councilmember Jaglowski, to approve an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Glendover Public Improvement District as presented. The vote was cast 6 for, 0 against [Daniels absent].

15. **Conduct a Public Hearing and consider an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Lancaster Mills Public Improvement District; providing for: findings of benefits accrued, accepting five year service plan, recording final assessment onto tax roll, setting the assessment levy, establishing a method of payment and assessment due.**

Mayor Knight opened the public hearing.

There were no speakers.

**MOTION:** Councilmember Weaver made a motion, seconded by Mayor Pro Tem Mejia, to close the public hearing. The vote was cast 6 for, 0 against [Daniels absent].

**MOTION:** Mayor Pro Tem Mejia made a motion, seconded by Councilmember Jaglowski, to approve an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Lancaster Mills Public Improvement District as presented. The vote was cast 6 for, 0 against [Daniels absent].

16. **Conduct a Public Hearing and consider an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Meadowview Public Improvement District; providing for: findings of benefits accrued, accepting five year service plan, recording final assessment onto tax roll, setting the assessment levy, establishing a method of payment and assessment due.**

Mayor Knight opened the public hearing.

There were no speakers.

**MOTION:** Councilmember Weaver made a motion, seconded by Mayor Pro Tem Mejia, to close the public hearing.

Diana Melcher, 1520 Golden Grass Drive, offered suggestions about getting the message out regarding Public Improvement Districts (PID) suggesting that when the information is sent out that the service plan be on the back side of the letter and to provide information regarding the five year service plan on the City website.

The vote was cast 6 for to close the public hearing, 0 against [Daniels absent].

**MOTION:** Mayor Pro Tem Mejia made a motion, seconded by Councilmember Jaglowski, to approve an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Meadowview Public Improvement District as presented. The vote was cast 6 for, 0 against [Daniels absent].

17. **Conduct a Public Hearing and consider an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Rolling Meadows Public Improvement District; providing for: findings of benefits accrued, accepting five year service plan, recording final assessment onto tax roll, setting the assessment levy, establishing a method of payment and assessment due.**

Mayor Knight opened the public hearing.

There were no speakers.

**MOTION:** Councilmember Weaver made a motion, seconded by Councilmember Jaglowski, to close the public hearing. The vote was cast 6 for, 0 against [Daniels absent].

**MOTION:** Mayor Pro Tem Mejia made a motion, seconded by Councilmember Jaglowski, to approve an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Rolling Meadows Public Improvement District as presented. The vote was cast 6 for, 0 against [Daniels absent].

- 18. Conduct a Public Hearing and consider an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Tribute at Mills Branch and Tribute East at Mills Branch Public Improvement District; providing for: findings of benefits accrued, accepting five year service plan, recording final assessment onto tax roll, setting the assessment levy, establishing a method of payment and assessment due.**

Mayor Knight opened the public hearing.

There were no speakers.

**MOTION:** Councilmember Weaver made a motion, seconded by Mayor Pro Tem Mejia, to close the public hearing. The vote was cast 6 for, 0 against [Daniels absent].

**MOTION:** Mayor Pro Tem Mejia made a motion, seconded by Councilmember Morris, to approve an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Tribute and Tribute East at Mills Branch Public Improvement District as presented. The vote was cast 6 for, 0 against [Daniels absent].

- 19. Conduct a Public Hearing and consider an ordinance amending the Lancaster Development Code and map of the City of Lancaster, Texas, as heretofore amended, by adding Section 14.556, April 3, 3012 Tornado Recovery Overlay District, regarding special development requirements for redevelopment of totally or partially damaged single family homes located in tornado-stricken areas.**

Senior Planner Barnett made a presentation on the Tornado Recovery Overlay District noting that this overlay would allow property owners affected by the April 3, 2012 tornado to rebuild their homes as they existed prior to the tornado and would allow property owners who sustained severe damage resulting in the demolition of their homes to be able to rebuild without having to adhere to the current minimum square footage or increased side yard setbacks as required by the Lancaster Development Code. The overlay district would be in affect for twelve months.

Mayor Pro Tem Mejia asked if the property was sold if the overlay district would still apply. Senior Planner Barnett indicated it would. Mayor Pro Tem Mejia asked about vacant property. Senior Planner Barnett stated that new property owners would have to comply with the Lancaster Development code.

Councilmember Weaver asked if property owners could rebuild a garage. Senior Planner Barnett indicated if the property previously had a garage they could rebuilt it.

Councilmember Jaglowski confirmed that the overlay district would be in affect for one year and asked about permit fees. Senior Planner Barnett indicated for repairs there are no fees, but if the property was totally rebuilt there are permit fees.

Councilmember Morris asked about property owners who were opposed. Senior Planner Barnett commented five responses were received opposing the overlay district. Councilmember Morris asked about the notices. Senior Planner Barnett stated that notices were sent to every resident in the 5 identified neighborhoods as well as to property owners 200 feet around the overlay district.

Mayor Knight opened the public hearing.

Speaking regarding the Tornado Recovery Overlay District were:

Vic Buchanon, 1243 Margaret Court, thanked Council for considering this matter; commented that if someone is not planning to rebuild, the house needs to be torn down as a matter of safety and to protect the neighborhood; commented that the notices went out on a Thursday and response was due the following Monday, saying that citizens needed more than four days to respond and at least a week was desirable.

City Manager Mauldin Robertson commented that the City staff has taken action to contact property owners where homes are vacant and that action regarding those homes has to go through a process before demolition can take place.

Carolyn Morris, 887 Wintergreen Road, commented that she supports this overlay district, but noted her address must have been left off of the mailing because she did not receive notice; stated there is concern about the uninhabited houses as they pose a safety issue, particularly for children.

James Lewis, 818 Katy Street, expressed concern about young men in the community being able to work. Mayor Knight noted that this pubic hearing is related to the tornado overlay district. Mr. Lewis asked about the plan to put young men and women to work stating that his non-profit could assist. Mayor Knight suggested he submit a proposal to the City.

There were no other speakers.

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

**MOTION:** Councilmember Weaver made a motion, seconded by Councilmember Jaglowski, to approve an ordinance amending the Lancaster Development Code and map of the City of Lancaster, Texas, by adding Section 14.556, April 3, 3012 Tornado Recovery Overlay District, regarding special development requirements for redevelopment of totally or partially damaged single family homes located in tornado-stricken areas. The vote was cast 6 for, 0 against [Daniels absent].

- 20. Conduct a Public Hearing and consider an ordinance amending the Comprehensive Zoning Ordinance and map of the City of Lancaster, Texas, as heretofore amended, by granting a change in zoning from Commercial Highway (CH) to Light Industrial (LI) on property generally located approximately 540+ feet south of the intersection of Kirkland Road and Meadowlark Lane, with physical address as 1451, 1455 and 1459 Meadowlark Lane and being approximately 3.35 acres of land.**

Senior Planner Barnett outlined the request for rezoning of three lots fronting Meadowlark Lane which will be combined with an adjacent lot fronting Interstate 35E which is presently zoned Light Industrial.

Councilmember Jaglowski asked about landscaping requirements. Senior Planner Barnett noted that the applicant would have to comply with all landscaping requirements.

Joe Rust [applicant] 440 Gingerbread Lane, Waxahachie, requested the Council's favorable consideration noting that the property is ideally suited for what they are planning saying that the trees on the property act as a natural screen.

Mayor Pro Tem Mejia asked how much they plan to spend. Mr. Rusk estimated in the ballpark of \$1.5 million and that they have the land under contract. Mayor Pro Tem Mejia noted that this development would be an asset for the community.

Mayor Knight opened public hearing.

There were no other speakers regarding the request for rezoning.

**MOTION:** Councilmember Morris made a motion, seconded by Councilmember Jaglowski, to close the public hearing. The vote was cast 6 for, 0 against [Daniels absent].

**MOTION:** Mayor Pro Tem Mejia made a motion, seconded by Councilmember Jaglowski, to approve an ordinance amending the Comprehensive Zoning Ordinance and Map by granting a change in zoning from Commercial Highway (CH) to Light Industrial (LI) on property generally located approximately 540+ feet south of the intersection of Kirkland Road and Meadowlark Lane, with physical address as 1451, 1455 and 1459 Meadowlark Lane and being approximately 3.35 acres of land. The vote was cast 6 for, 0 against [Daniels absent].

- 21. Conduct a Public Hearing and consider an ordinance approving and adopting the Roadway Impact Fee Report dated July 2012, including amendments to the land use assumptions, the Thoroughfare Impact Fee Improvement Program and changes to the Impact Fee calculations; amending Chapter 10, Article 10.1100 of the Lancaster Code of Ordinances.**

- 22. Conduct a Public Hearing and consider an ordinance approving an amended Water and Wastewater Impact Fee Report dated July 2012, adopting the Impact Fee analysis contained within the Water and Waste Water Impact Fee Report, amending Impact Fee calculations and adopting revised Impact Fees; amending Chapter 10, Article 10.1200 of the Lancaster Code of Ordinances by repealing Sections 10.1205, 10.1206 and 10.1207 of the Code of Ordinances.**

Senior Planner Barnett noted that both the items addressed adoption of the respective study and impact fees. Jeff Whitaker with Kimberly Horne gave a brief presentation regarding the roadway impact fees. Scott Cole with Freese and Nichols provided a brief presentation on the water and waste water report and impact fees.

Mayor Knight opened the public hearing for the Roadway Impact Fee Report and fees [item #21].

There were no speakers regarding the study and roadway impact fees.

**MOTION:** Councilmember Jaglowski made a motion, seconded by Mayor Pro Tem Mejia, to close the public hearing. The vote was cast 6 for, 0 against [Daniels absent].

**MOTION:** Councilmember Morris made a motion, seconded by Councilmember Jaglowski, to approve an ordinance adopting the Roadway Impact Fee Report dated July 2012, including amendments to the Land Use Assumptions, the Thoroughfare Impact Fee Improvement Program and changes to the Impact Fee calculations as presented. The vote was cast 6 for, 0 against [Daniels absent].

Mayor Knight opened the public hearing for the Water and Waste Water Report and fees [item #22].

There were no speakers regarding the study and water and waste water fees.

**MOTION:** Councilmember Jaglowski made a motion, seconded by Councilmember Morris, to close the public hearing. The vote was cast 6 for, 0 against [Daniels absent].

Councilmember Morris noted that the impact fees are being reduced and only impact future development.

**MOTION:** Mayor Pro Tem Mejia made a motion, seconded by Councilmember Jaglowski, to approve an ordinance approving an amended Water and Wastewater Impact Fee Report dated July 2012, adopting the Impact Fee analysis contained within the Water and Waste Water Impact Fee Report, amending Impact Fee calculations and adopting revised Impact Fees as presented. The vote was cast 6 for, 0 against [Daniels absent].

- 23. Discuss and consider Resolution 2012-08-68 approving a Consumer Price Index (CPI) rate increase request by Republic (Allied) Waste Services.**

City Manager Mauldin Robertson outlined the request by Allied Waste for a Consumer Price Index rate increase as provided in their contract with the City. City Manager Mauldin Robertson noted that the increase could be absorbed by the fund balance within the Sanitation Fund and would not be passed on to citizens.

Mayor Pro Tem Mejia asked if staff had approached Allied Waste about postponing the rate increase request. City Manager Mauldin Robertson stated that annually staff always talks with Allied Waste about the CPI rate increase and based on conversations this year, Allied Waste has had increased hauling costs.

Councilmember Weaver stated that the bulk trash pick-up is behind and that the City deserves better service before any increase in rates.

Mayor Knight noted that it is important that the City continue to monitor the service and address areas of concern.

Councilmember Weaver stated that he has received numerous calls about bulk collection being behind more than two months and is asked why. He stated that the City should get what they are already paying for.

Councilmember Morris asked if fees have ever been reduced commenting that she had not seen a reduction even when gasoline prices went down.

Brenda Lalonde, Government Relations Manager with Allied Waste commented that in her tenure there have been some decreases in the CPI possibly in 2008. Ms. Lalonde explained how the CPI index works and noted Allied Waste doesn't just pick a number.

Councilmember Morris asked if Ms. Lalonde cared about the City and if she had ever tried to postpone the rate increase. Ms. Lalonde stated that she does care about the City and has been the representative here five or six years. She commented that Allied Waste has been involved in the community saying that the decision to postpone a rate increase would have to come from senior management.

Councilmember Weaver commented he was not concerned about bulk pick-up in April or May [following the tornado] and his concern is about this month and two months ago. Councilmember Weaver said Allied Waste should service the contract.

Councilmember Jaglowski asked when the current contract expires. City Manager Mauldin Robertson stated that it expires in 2015 but the matter will come before Council for discussion sooner because the City is required to give eighteen months notice prior to the expiration date regarding whether they intend to go out to bid or discuss renewal options.

Mayor Pro Tem Mejia asked when was the last CPI increase. City Manager Mauldin Robertson stated it was last year. Mayor Pro Tem Mejia said that the contract is horrible, and we should table the item and talk with Allied Waste about the lack of service and the City's expectations.

City Manager Mauldin Robertson said that staff did meet with senior management and discussed concerns expressed by Councilmember Weaver and others about the service noting that a log is maintained about service issues.

Councilmember Harris asked for clarification about the expiration date of the contract. City Manager Mauldin Robertson stated that it expires in 2015; however, there is a notice requirement of eighteen months in the contract regarding the City's intent. Councilmember Harris asked when the last time the contract was taken out to bid. City Manager Mauldin Robertson stated that it was presented to Council in 2008. Councilmember Harris commented that she has received several calls regarding bulk trash pick-up and it is a great concern.

Mayor Knight stated that it is clear there is a sense of concern with certain aspects of the contract but that we need to adhere to stipulations in the contract. Mayor Knight stated that we need to work with staff to document concerns and complaints using methodology to determine the level of performance. Mayor Knight indicated that from a professional standpoint, he knows there have been times when there was a decrease in the CPI, although not the case in this community. Mayor Knight commented that he does not know what tabling the matter gets the City as the facts are clear about the options now and that we need to think long term about what the City wants in the way of a contract for solid waste collection.

Mayor Pro Tem Mejia commented that even if the rate increase is not passed on to the citizens and is absorbed by the fund, it still is taxpayers' money in the fund.

**MOTION:** Mayor Pro Tem Mejia made a motion, seconded by Councilmember Jaglowski, to table the rate increase request and direct the City Manager to speak with Allied Waste regarding postponing this year's CPI rate increase.

City Manager Mauldin Robertson stated that she has met with the Operations Manager and asked for clarification from Council regarding what they desire her to do.

City Council directed City Manager Mauldin Robertson to make a written request to Allied Waste Services' management requesting they rescind the CPI rate increase request.

Councilmember Harris stated that service failure to collect bulk trash impacts how the City looks and property values.

The vote was cast 5 for, 1 against [Knight] [Daniels absent].

- 24. Discuss and consider an ordinance authorizing the City Manager or designee to undertake mosquito abatement methods; providing for the City Manager or designee to authorize and enter into an agreement with pesticide control companies or other government agencies for the purpose of abating conditions relating to the breeding and harboring of mosquitoes; and providing for a sunset provision.**

City Manager Mauldin Robertson noted that this is a follow up to the emergency meeting held August 16, 2012, and that the City continues to monitor mosquito activity through daily mosquito surveillance conducted by Dallas County, noting that the entire City is now scheduled for ground spraying this Friday and Saturday.

Councilmember Morris asked about cost to the City. City Manager Mauldin Robertson stated there is no cost to the City for the ground spraying under the health services contract with Dallas County.

**MOTION:** Councilmember Jaglowski made a motion, seconded by Mayor Pro Tem Mejia, to approve an ordinance authorizing the City Manager or designee to undertake mosquito abatement methods as presented. The vote was cast 5 for, 1 against [Weaver] [Daniels absent].

**25. Discuss and consider Resolution 2012-08-69 providing for the adoption of the new Master Fee Schedule for all fees and charges assessed and collected by the City of Lancaster.**

City Manager Mauldin Robertson noted that the City Council had reviewed proposed revisions to the Master Fee Schedule at their work session on July 23, 2012.

**MOTION:** Councilmember Jaglowski made a motion, seconded by Councilmember Harris, to approve Resolution 2012-08-69 adopting the new Master Fee Schedule as presented. The vote was cast 5 for, 1 against [Morris] [Daniels absent].

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

The meeting was adjourned at 9:11 p.m.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Dolle K. Downe, City Secretary

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

# LANCASTER CITY COUNCIL

## Agenda Communication

September 10, 2012

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**Consider a resolution adopting the City of Lancaster Investment Policy providing that all funds of the City be managed and invested for safety, liquidity, diversification and yield and that investments be chosen in a manner which promotes diversity by market sector, credit and maturity; providing that this policy serves to satisfy the requirements of Chapter 2256 Public Funds Investment Act.**

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**This request supports the City Council 2012-2013 Policy Agenda.**

**Goal:** Financially Sound City Government

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### **Background**

Chapter 2256 of the Texas Government Code known as the “Public Funds Investment Act” (PFIA) requires the City Council to annually review and adopt an investment policy.

### **Considerations**

- **Operational** – No fundamental changes are proposed in the policy.
- **Legal** – The “Public Funds Investment Act”, Chapter 2256 of the Texas Government Code requires the City to adopt its investment policy by resolution. The City Attorney has approved the resolution as to form.
- **Financial** – No individual investment securities are currently owned by the City. We have funds invested in two pools: TexPool and Logic.
- **Public Information** – This item is being considered at a meeting that was posted in accordance with the Texas Open Meetings Act.

### **Options/Alternatives**

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

### **Recommendation**

Staff recommends approval of the resolution as presented.

**Attachments**

- Resolution
  - Investment Policy
- 

**Submitted by:**  
Sheree Haynes, Finance Director

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, ADOPTING THE CITY OF LANCASTER INVESTMENT POLICY; PROVIDING THAT ALL FUNDS OF THE CITY BE MANAGED AND INVESTED FOR SAFETY, LIQUIDITY, DIVERSIFICATION AND YIELD AND THAT INVESTMENTS BE CHOSEN IN A MANNER WHICH PROMOTES DIVERSITY BY MARKET SECTOR, CREDIT AND MATURITY; PROVIDING THAT THIS POLICY SERVES TO SATISFY THE REQUIREMENTS OF CHAPTER 2256 "PUBLIC FUNDS INVESTMENT ACT"; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Chapter 2256 of the Government Code, commonly known as the "Public Funds Investment Act" requires the city to adopt an investment policy by rule, order, ordinance, or resolution; and

**WHEREAS**, the "Public Funds Investment Act" requires the treasurer; the chief financial officer, if not the treasurer, and the investment officer of the city to attend investment training; and

**WHEREAS**, the treasurer; the chief financial officer, if not the treasurer; and the investment officer of the city have attended an investment training course as required by the "Public Funds Investment Act"; and

**WHEREAS**, the attached investment policy and incorporated strategy comply with the "Public Funds Investment Act", as amended, and authorize the investment of city funds in safe and prudent investments;

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

**Section 1.** The City of Lancaster has complied with the requirements of the "Public Funds Investment Act", and the Investment Policy, as amended, attached hereto and incorporated herein by reference as Exhibit "A," is hereby adopted as the investment policy of the City effective September 10, 2012.

**Section 2.** This resolution shall take effect immediately from and after its passage, as the law and charter in such cases provide.

**DULY PASSED** and approved by the City Council of the City of Lancaster, Texas, on this the 10<sup>th</sup> day of September, 2012.

**ATTEST:**

**APPROVED:**

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

\_\_\_\_\_  
MARCUS E. KNIGHT, MAYOR

**APPROVED AS TO FORM:**

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

# **City of Lancaster, Texas Investment Policy**

For consideration by the City Council on September 10, 2012

## **Introduction**

The purpose of this document is to set forth specific investment policy and strategy guidelines for the City of Lancaster, Texas, the Lancaster Economic Development Corporation, and the Lancaster Recreation Development Corporation (City) in order to achieve the objectives in order of priority; safety, public trust, liquidity, diversification, and yield for all investment activity. This policy ensures compliance with Chapter 2256, Public Funds Investment Act of the Government Code to define, adopt and annually review the investment policy of the City.

## **I. Policy Statement**

It is the policy of the City of Lancaster that the administration of its funds and the investment of those funds shall be handled as its highest public trust. Investments shall be made in a manner which will provide the maximum security of principal invested through limitations and diversification while meeting the daily cash flow needs of the City and conforming to all applicable state statutes governing the investment of public funds.

The receipt of a market rate of return will be secondary to the requirements for safety and liquidity. It is the intent of the City to be in complete compliance with local law and the Texas Public Funds Investment Act ("The Act"). The earnings from investment will be used in a manner that best serves the interest of the City.

## **II. Scope**

This investment policy applies to all the financial assets and funds of the City. The City commingles its funds into one pooled investment fund for investment purposes for efficiency and maximum investment opportunity. These funds shall be defined in the City's Annual Financial Report and any new funds created by the City unless specifically exempted by the City Council and this policy.

## **III. Objective and Strategy**

The City shall manage and invest with five primary objectives, listed in order of priority: safety, public trust, liquidity, diversification and yield. Investments are to be chosen in a manner which promotes diversity by market sector, credit and maturity. The choice of high-grade government investments and high-grade money market instruments is designed to assure the marketability of those investments should liquidity needs arise. To match anticipated cash

flow requirements the maximum weighted average maturity of the overall portfolio may not exceed six months.

- a) **Safety**  
Safety of principal is the foremost objective of the City. Investments of the City shall be undertaken in a manner that seeks to insure the preservation of capital in the overall portfolio.
- b) **Public Trust**  
All parties of the City's investment process shall seek to act responsibly as custodians of the public trust. Investment advisors and officials shall avoid any transaction that might impair public confidence in the City's ability to govern effectively and maintain a sound, sustainable city government.
- c) **Liquidity**  
The City's investment portfolio will be based on a cash flow analysis of needs and will remain sufficiently liquid to enable it to meet all operating and debt/bond requirements which might be reasonably anticipated.
- d) **Diversification**  
Diversification of the portfolio will include diversification by maturity and market sector and will include the use of a number of broker/dealers for diversification and market coverage. Competitive bidding will be used on each sale and purchase.
- e) **Yield**  
The City's investment portfolio shall be designed with the objective of attaining a market rate of return, taking into account the City's risk constraints and the cash flow needs of the portfolio. "Market rate of return" may be defined as the average yield of the current six month U.S. Treasury Bill.

Effective cash management is recognized as essential to good fiscal management. Cash management is defined as the process of managing monies in order to ensure maximum cash availability. The City shall maintain a comprehensive cash management program which includes collection of accounts receivable, prudent investment of its available cash, disbursement of payments in accordance with invoice terms and the management of banking services.

#### **IV. Legal Limitations, Responsibilities and Authority**

Direct specific investment parameters for the investment of public funds in Texas are found in the Public Funds Investment Act, Chapter 2256, Texas Government Code, (the "Act"). The Public Funds Collateral Act, Chapter 2257, Texas Government Code, specifies collateral requirements for all public funds deposits. All investments will be made in accordance with these statutes.

#### **V. Delegation of Investment Authority**

The Chief Financial Officer, acting on behalf of the City is designated as the Investment Officer of the City and is responsible for investment management decisions and activities. The Director of Finance is designated as the Chief Financial Officer for the City of Lancaster. The Chief Financial Officer is also responsible for considering the quality and capability of staff, investment advisors, and consultants involved in the investment management and procedures. All participants in the investment process shall seek to act as a prudent person as custodian of the public trust.

The Investment Officer shall develop and maintain written administrative procedures for the operation of the investment program which are consistent with this policy. The Procedures will include reference to safekeeping, require and include the "Bond Market Master Repurchase Agreements" (as applicable), wire transfer agreements, banking services contracts, and other investment related activities.

The Investment Officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials and staff. The Investment Officer shall designate a staff person as a liaison/deputy in the event circumstances require timely action and the Investment Officer is unavailable.

No officer or designee may engage in an investment transaction except as provided under the terms of this policy.

#### **Authorization Resolution**

A Trading Resolution shall be established authorizing the Investment Officer to engage in investment transactions on behalf of the City. The persons authorized by the Resolution to transact business for the City must also be authorized to approve wire transfers used in the process of investing.

## **Prudence**

The standard prudence to be used in the investment function shall be the “prudent person” standard and shall be applied in the context of managing the overall portfolio. This standard states:

“Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the expected income to be derived.”

## Limitation of Personal Liability

The Investment Officer and those delegated investment authority under this Policy, when acting in accordance with the written procedures and this Policy and in accord with the Prudent Person Rule, shall be relieved of personal liability in the management of the portfolio provided that deviations from expectations for a specific security’s credit risk or market price change or portfolio shifts are reported in a timely manner and the appropriate action is taken to control adverse market effects.

## **VI. Internal Controls**

The Investment Officer shall establish a system of written internal controls which will be reviewed annually with the independent auditor of the City. The controls shall be designed to prevent loss of public funds due to fraud, employee error, misrepresentation by third parties, unanticipated market changes, or imprudent actions by employees of the City.

## Cash Flow Forecasting

Cash Flow forecasting is designed to protect and sustain cash flow requirements of the City. Supplemental to the financial and budgetary systems, the Investment Officer will maintain a cash flow forecasting process designed to monitor and forecast cash positions for investment purposes.

## **VII. Ethics and Conflicts of Interest**

City employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair the ability to make impartial investment decisions. City staff shall properly disclose to the City Manager and City Secretary any material financial interest in a financial institution that conducts business with the City.

An investment officer or City Council member of the City who has a personal business relationship with an organization seeking to sell an investment to the

City shall file a disclosure statement disclosing that personal business interest. An investment officer who is related within the second degree by affinity or consanguinity to an individual seeking to sell an investment to the City shall file a state with the Texas Ethics commission and the City Council disclosing that relationship.

### **VIII. Authorized Investments**

Acceptable investments under this policy shall be limited to the instruments listed below and as further described by the Public Funds Investment Act.

- A. Obligations of the United States Government, its agencies and instrumentalities and government sponsoring enterprises, not to exceed two years to stated maturity, excluding collateralized mortgage obligations (CMOs);
- B. Fully insured or collateralized certificates of deposit from a bank doing business in the State of Texas and under the terms of a written depository agreement with the bank, not to exceed one year to stated maturity;
- C. Repurchase agreement and reverse repurchase agreements as defined by the Act, not to exceed 180 days to stated maturity, provided an executed Bond Market Master Repurchase Agreement is on file with the City and the counterparty bank or primary dealer. Flex repurchase agreements used specifically for capital projects may extend beyond two years but only to match the expenditure plan of the projects;
- D. No-load, SEC registered money market funds, each approved specifically before use by the City;
- E. Constant dollar Texas Local Government Investment Pools as defined by the Public Funds Investment Act; and

If additional types of securities are approved for investment by public funds by state statute, they will not be eligible for investment by the City until this policy has been amended and the amended version is approved by the City Council.

#### Competitive Bidding Requirement

All securities, including certificates of deposit, will be purchased or sold after three (3) offers/bids are taken to verify that the City is receiving fair market value/price for the investment.

Delivery versus Payment

All security transactions, including collateral for repurchase agreements, entered into by the City, shall be conducted on a delivery versus payment (DVP) basis.

**IX. Authorized Financial Dealer and Institutions**

All investments made by the City will be made through either the City's banking services bank or a primary dealer. The Investment Officer will review the list of authorized broker/dealers annually. A list of at least three broker/dealers will be maintained in order to assure competitive bidding.

Securities broker/dealers must meet certain criteria as determined by the Investment officer. The following criteria must be met by those firms on the list:

- Provision of an audited financial statement each year
- Proof of certification by the National Association of Securities Dealers (NASD) and provision of CRM number
- Proof of current registration with the State Securities Commission

Every broker/dealer and bank the City transacts business with will be provided a copy of this Investment Policy to assure that they are familiar with the goals and objectives of the investment program. A representative of the firm will be required to return a signed certification stating that the Policy has been received and reviewed and that controls are in place to assure that only authorized securities are sold to the City.

**X. Diversification and Maturity Limitations**

It is the policy of the City to diversify its investment portfolio. Invested funds shall be diversified to minimize risk or loss resulting from over-concentration of assets in a specific maturity, specific issuer, or specific class of securities. Diversification strategies shall be established and periodically reviewed. At a minimum, diversification standards by security type and issuer shall be:

Security Type	Max % of Portfolio
U.S. Treasury obligations	100%
U.S. Government agencies and instrumentalities	not to exceed 50%
Fully insured or collateralized CDs	not to exceed 30%
Repurchase agreements	100%
Money Market funds	100%
For Bond funds	80%
Local Government Investment Pools	
Liquidity Pools	100%

Maximum percent ownership of pool For bond funds	not to exceed 20% not authorized
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The Investment Officer shall be required to diversify maturities. The Investment Officer, to the extent possible, will attempt to match investment with anticipated cash flow requirements. Matching maturities with cash flow dates will reduce the need to sell securities prior to maturity, thus reducing market risk. Unless matched to a specific requirement, the Investment officer may not invest more than 20% of the portfolio for a period greater than five (5) years. The Investment Officer may not invest any portion of the portfolio for a period greater than ten (10) years.

### **XI. Safekeeping and Collateralization**

The laws of the State and prudent treasury management require that all purchased securities be bought on a delivery versus payment basis and be held in safekeeping by either the City, an independent third party financial institution, or the City's designated banking services depository.

All safekeeping arrangements shall be designated by the Investment Officer and an agreement of the terms executed in writing. The third party custodian shall be required to issue safekeeping receipts to the City listing each specific security, rate, description, maturity, cusip number, and other pertinent information. Each safekeeping receipt will be clearly marked that the security is held for the City or pledged to the City.

All securities pledged to the City for certificates of deposit or demand deposits shall be held by an independent third party bank doing business in Texas. The safekeeping bank may not be within the same holding company as the bank from which the securities are pledged.

#### Collateralization

Collateralization is required on the time and demand deposits over the FDIC insurance coverage of \$100,000, and repurchase agreements.

In order to anticipate market changes and provide a level of additional security for all funds, the collateralization level required will be 102% of the market value of the principal and accrued interest. Collateral will be held by an independent third party safekeeping agent.

### **XII. Performance Evaluation and Reporting**

The Investment Officer shall submit quarterly reports to the City Manager and to the City Council containing sufficient information to permit an informed outside reader to evaluate the performance of the investment program and

consistent with statutory requirements. All reports shall be in compliance with the Act. Market prices for market evaluations will be obtained from an independent source.

**XIII. Depositories**

The City will designate one banking institution through a competitive process as its central banking services provider at least every three years. This institution will be used for normal banking services including disbursements, collections, and safekeeping of securities. Other banking institutions from which the City may purchase certificates of deposit will also be designated as a depository after they provide their latest audited financial statements to the City.

**XIV. Investment Policy Adoption by City Council**

The City's Investment Policy shall be adopted annually by the City Council. The policy and strategies shall be reviewed on an annual basis prior to adoption. A written resolution approving the review and changes to the policy will be passed and recorded by the City Council.

**APPROVED:**

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MARCUS E. KNIGHT, MAYOR

**ATTEST:**

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

**APPROVED AS TO FORM:**

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ROBERT E. HAGER, CITY ATTORNEY

# LANCASTER CITY COUNCIL

## Agenda Communication

September 10, 2012

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**Consider** a resolution adopting the City of Lancaster Financial Policy Statements

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**This request supports the City Council 2012-2013 Policy Agenda.**

**Goal:** Financially Sound City Government

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### **Background**

The financial policy statements provide guidelines for the Finance Director in their role as Chief Financial Officer for the City. The broad purpose of the policy statement is to enable the City to achieve and maintain a long-term stable and positive financial position, and provide guidelines for the day to day planning and operations of the City's financial affairs. These policy statements will be reviewed and refined annually as part of the budget preparation process to reflect current laws as well as significant changes in the City which will impact the prevailing policy.

### **Considerations**

- **Operational** – Present fairly and with full disclosure the financial position and results of financial operations of the City in conformity to U.S. generally accepted accounting principles (U.S. GAAP). Demonstrate good fiscal administration of the City's funds and promote accountability to its citizens. Provide precedents for future policy-makers and financial managers on common financial goals and strategies. Maintain an unallocated fund balance at a minimum of twelve (12) percent of the General Operating Budget. Any percent above the minimum threshold will be designated to the Capital Improvement Fund and the Equipment Replacement Fund as authorized by the Council.
- **Legal** – Determine and demonstrate compliance with the finance related legal and contractual issues in accordance with provisions of the City Charter, the Texas Local Government Code and other pertinent legal documents and mandates.
- **Financial** – Changes to the prior year's Finance Policy Statements are the elimination of the Internal Service Fund, establishing a minimum threshold of twelve (12) percent unallocated fund balance in the General Fund and Council designating any percent above the minimum to Capital Improvement Fund and the Equipment Replacement Fund.

**Options/Alternatives**

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

**Recommendation**

Staff recommends approval of the resolution as presented.

**Attachments**

- Resolution
  - Financial Policy Statements
- 

**Submitted by:**

Sheree Haynes, Finance Director

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, ADOPTING THE CITY OF LANCASTER FINANCIAL POLICY PROVIDING FOR PRUDENT FINANCIAL MANAGEMENT OF ALL FUNDS TO ENABLE THE CITY TO MAINTAIN A LONG TERM STABLE AND POSITIVE FINANCIAL CONDITION AND PROVIDE GUIDELINES FOR THE DAY-TO-DAY PLANNING AND OPERATION OF THE CITY'S FINANCIAL MATTERS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lancaster Financial Policy is reviewed and refined annually as part of the budget preparation process; and

**WHEREAS**, the City of Lancaster Financial Policy provides for financial management through integrity, prudent stewardship, planning, accountability, full disclosure and communication regarding all City funds;

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

**Section 1.** The City of Lancaster Financial 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 is hereby in all things approved.

**Section 2.** This resolution shall take effect immediately from and after its passage, as the law and charter in such cases provide.

**DULY PASSED** and approved by the City Council of the City of Lancaster, Texas, on this the 10<sup>th</sup> day of September, 2012.

**ATTEST:**

**APPROVED:**

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

\_\_\_\_\_  
MARCUS E. KNIGHT, MAYOR

**APPROVED AS TO FORM:**

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ROBERT E. HAGER, CITY ATTORNEY

# City of Lancaster, Texas

## Financial Policy Statement

### I. Purpose

The City of Lancaster is committed to financial management through integrity, prudent stewardship, planning, accountability, full disclosure and communication. The broad purpose of the Financial Policies is to enable the City to achieve and maintain a long-term stable and positive financial condition, and provide guidelines for the day-to-day planning and operations of the City's financial affairs.

The financial policy statements provide guidelines for the Finance Director in their role as Chief Financial Officer for the City.

Policy scope generally spans, among other issues, general goals, accounting, auditing, financial reporting, internal controls, operating and capital budgeting, fund balance or operating position concepts, revenue management, cash and investment management, expenditure control, debt management, and planning concepts, in order to:

- (a) Present fairly and with full disclosure the financial position and results of financial operations of the City in conformity to U.S. generally accepted accounting principles (GAAP); and
- (b) Determine and demonstrate compliance with finance-related legal and contractual issues in accordance with provisions of the City Charter, the Texas Local Government Code and other pertinent legal documents and mandates; and
- (c) Demonstrate good fiscal administration of the City's funds and promote accountability to its citizens; and

- (d) Provide precedents for future policy-makers and financial managers on common financial goals and strategies.

These fiscal policies will be reviewed and refined annually as part of the budget preparation process to reflect current laws as well as significant changes in the City which will impact the prevailing policy.

The budgeted funds for the City of Lancaster include:

- (a) General Fund: Accounts that are for all financial resources excluding those required to be accounted for in another fund, include basic governmental services such as police, fire, and public works.
- (b) Special Revenue Fund: Accounts that are for specific resources that are legally restricted for a specified purpose.
- (c) Debt Service Fund: Account used for the payment of general long-term debt principal and interest requirements.
- (d) Capital Projects Fund: Account used for the acquisition or construction of major capital facilities other than those financed by enterprise activities.
- (e) Enterprise Fund: This account includes the City's "business like" activities such as Water Waste Water, Golf, Airport and Sanitation Funds.

## **II. General**

The City will follow a five-year review and optional rotation of external (independent) auditors. The auditors must demonstrate that they have the experience and adequate staffing to handle the City's audit in a timely

manner. The audited financial statements should be prepared within 120 days of the close of the fiscal year.

Annual reporting will be done within the guidelines set forth in the Governmental Accounting and Auditing Financial Review and under the standards currently being set by the Governmental Accounting Standards Board. Interim activity reports will be made available to council and management.

Full disclosure will be provided in the financial statements and bond representations.

Financial systems will be maintained to monitor expenditures and revenues on a monthly basis with a thorough analysis and adjustment (if required) at mid-year.

The City will strive to maintain accounting policies and practices in the preparation of its annual financial report. The report will be presented to the Governmental Finance Officers Association for review of qualifications that meet those necessary to obtain the Certificate of Achievement for Excellence in Financial Reporting.

### **III. Staffing and Training**

Staffing levels shall be adequate for the fiscal departments of the City to function effectively. Overtime shall be used only to address temporary or seasonal demands that require excessive hours. Possible ways to increase efficiency shall be explored before adding staff. However, the staffing levels shall not be inadequate or marginal such that the internal controls are jeopardized or personnel turnover rates are unacceptable.

The City shall support the continuing education efforts of all financial staff including the investment in time and materials for maintaining a current perspective concerning financial issues. Staff shall be held accountable for

communicating, teaching, and sharing with other staff members all information and training materials acquired from seminars, conferences and related educational efforts.

#### **IV. Revenues**

The City shall strive to keep the revenue system simple which will result in a decrease of compliance costs for the taxpayer or service recipient and a corresponding decrease in avoidance to pay.

A certainty of the revenue source increases the reliability of the revenue system. The City shall try to establish certain revenue sources as well as consistent collection policies so that assurances can be provided that the revenue base will materialize according to budgets and plans.

The revenue system of the City shall strive to maintain equity in its structure. That is, the City shall seek to minimize or eliminate all forms for subsidization between entities, funds, services, utilities, or customers.

The benefits of a revenue shall exceed the cost of producing the revenue.

The City shall require that there be a balance in the revenue system. That is, the revenue base shall have the characteristic of neutrality as it applies to cost of service, willingness to pay and ability to pay issues.

The City shall use due caution in the analysis of any tax incentives that are used to encourage development.

Quarterly reports shall be prepared to compare actual revenues to budgeted and to determine the variances and decide actions to take thereon.

A desirable balance between elastic and inelastic revenue sources shall be attempted. Any changes in revenue structure shall result in the examination of this change.

Any potential grants shall be examined for matching requirements so that the source and availability of these funds may be determined before grant application is made. These revenue sources should be used only for capital improvements that are consistent with the Capital Improvements Plan whose operating and maintenance costs have been included in the operating budget.

One-time revenues shall not be used for on-going operations. Non-recurring revenues shall be used only for non-recurring expenditures. Care shall be taken not to use these revenues for budget balancing purposes.

The cumulative increase of revenue from the levy of property tax will not exceed the preceding fiscal year:

- Excluding taxable value gained through annexation or consolidation;

- Excluding the taxable value gained through new construction;

- Excluding increases mandated by the voters for debt service;

- Excluding 3% of the effective tax rate.

For services associated with a user fee or charge, the direct and indirect costs of that service shall be offset by a fee.

The fees based on user charges shall be reviewed annually to ensure continuing coverage of the cost of services. The City shall revise user fees with review of the City Council to adjust for the costs of inflation and additional recovery increments.

The City shall review and adopt utility rates annually that shall generate revenues required to fully cover operating expenditures, meet the legal restrictions of all applicable bond covenants, and provide for an adequate level of working capital needs.

A method is established whereby the General Fund can impose a charge to the Utility Fund(s) for general and administrative services performed on the Enterprise Fund's behalf. The process shall be documented and disclosed to the City's auditors for review.

Interest earned from investment of available funds, whether pooled or not, shall be distributed to the funds from which monies were provided to be invested.

All revenue collections will be consolidated under Finance and be audited annually.

## **V. Expenditures**

Quarterly reports shall be prepared showing actual expenditures compared to the adopted budget. Modifications within the operating categories (materials, supplies, and services) and/or modifications within the personnel and capital categories may be made with the approval of the City Manager.

Where appropriate, performance measures and productivity indicators shall be used as guidelines and reviewed for efficiency and effectiveness. This information shall be included in the annual budgeting process.

Purchases shall be made in conformation with the States formal bidding process and requirements. Recommendations of bids and contracts in excess of \$50,000 shall be presented to City Council for their formal approval.

## **VI. Operating Budget**

Current operating revenue will be sufficient to support current operating expenditures. Debt or bond financing will not be used to finance current expenditures. Annually recurring revenue will not be less than annually

recurring operating budget expenditures (operating budget minus capital outlay) or Council may authorize the City Manager to utilize unrestricted fund balance to make up the difference.

The City has developed a program to integrate performance measures and productivity indicators within the annual budget.

## VII. Operating Position

Current expenditures shall be paid with current revenues. Deferrals, short-term loans, or one-time sources shall be avoided as budget balancing techniques. Reserves may be used for unanticipated emergencies or designated by Council.

The City will maintain an unallocated fund balance of an amount equal to a minimum of twelve (12) percent of the general operating budget. Any excess above the minimum will be designated to the Capital Improvement Program and the Equipment Replacement Program. These designations will be reviewed annually and authorized by the Council. The minimum twelve (12) percent unallocated fund balance will be used to avoid cash-flow interruptions, generate interest income, reduce need for short-term borrowing and assist in maintaining an investment-grade bond rating. The unallocated fund balance of other funds should be maintained as follows:

<u>Fund</u>	<u>Minimum</u>	<u>Target</u>	<u>Maximum</u>
Water/Wastewater Fund	12.00%	18.00%	25.00%
Airport Fund	12.00%	18.00%	25.00%
Golf Fund	12.00%	18.00%	25.00%
Debt Service Funds	10% of Current Year Debt Payment		

Periodic review of cash flow position shall be performed to determine performance of cash management and investment policies. A detailed policy structure shall be followed with respect to Cash/Treasury Management. The

underlying theme shall be that idle cash shall be invested with the goals and objectives as identified in the City's Investment Policy.

Procedures shall be taken so as to maximize any discounts offered by creditors. Current liabilities shall be paid within 30 days of receiving the invoice. Accounts receivable procedures shall target for a maximum of 60 days of service.

## **VIII. Debt**

Long Term Debt shall not be used for operating purposes. The life of the bonds shall not exceed the useful life of the projects.

When appropriate, self-supporting revenue bonds shall be issued before general obligation bonds.

Full disclosure of operations and open lines of communication shall be made to bond rating agencies. The City staff, with the assistance of bond counsel/advisors, shall prepare the necessary materials and presentation to the rating agencies.

The Debt Services Fund(s) reserves should equal ten percent (10%) of the current year's debt payment. This minimum does not include the amounts accruing for the next debt payment.

Interest earnings on bond proceeds shall be credited to the appropriate bond/capital fund.

The City shall elect to use a competitive bidding process in the sale of bonds unless the nature of the issue warrants a negotiated bid. In situations where a competitive bidding process is not elected, the bond counsel/advisors shall present the reasons why to the City. Also, the City shall participate in the selection of the underwriter with the assistance of the bond counsel/advisors in the case of a negotiated bid.

The bonds shall have a provision which allows them to be recalled after the tenth year of issue.

The City shall be actively involved in the selection of all bond counsel, advisors, underwriters, and paying agents. The City shall evaluate the merits of rotating professional advisors and consultants and the kinds of services and fee structures available from independent financial advisors, investment banking firms and commercial banks. Also, the City shall carefully itemize and scrutinize all costs associated with the issuance of bonds.

The City shall explore all funding alternatives in addition to long-term debt including leasing, grants, and other aid, developer contributions, capital recovery fees, and current funds.

The City will establish and maintain an equipment replacement fund. If any equipment is secured through a lease/purchase agreement, it will have a useful life of at least seven (7) years.

## **IX. Capital Infrastructure and Equipment Replacement**

A Capital Improvement Program shall be adopted for a period of five (5) years and reviewed annually for prioritization, based on analysis of the City's infrastructure. The replacement and maintenance for capital items shall also be projected for the next five (5) years. Future maintenance shall be fully cost, providing sufficient funding for future maintenance and replacement. The City shall identify the estimated costs and potential funding sources for each capital project proposal before it is submitted to council for approval. The City shall determine the least costly financing method for all new projects.

Where applicable, assessments, pro-rata charges or other user-based fees should be used to fund capital projects which have a limited benefit to the whole City.

Assets shall be maintained to protect the government's investment and minimize the future replacement and maintenance costs.

The annual operating budget shall provide for adequate maintenance and issuance of all capital plant and equipment.

# LANCASTER CITY COUNCIL

## Agenda Communication

September 10, 2012

---

Consider a resolution approving the terms and conditions of the City owned T-Hangar non-commercial lease from building 680 at the Lancaster Regional Airport.

---

**This request supports the City Council 2012-2013 Policy Agenda.**

**Goal: Sound Infrastructure**

---

### **Background**

The City owns and leases five rows of T-hangars (building 660-700) of three different sizes based off aircraft wingspan. There are 92 units that the City rents for aircraft storage with end cap commercial spaces on the east end of each hangar row. The City T-hangars are near full occupancy most of the time. This agenda item brings forward a non-commercial lease agreement for Community T-hanger 680-105 (956 sqft) for a tenant, Mr. John Stewart.

### **Considerations**

- **Operational** - The City T-hangar non-commercial lease is used for private aircraft owners.
- **Legal** - The lease agreement was reviewed and approved by the City Attorney.
- **Financial** - Lease rates vary based on size of the hangar. All rates were approved in the City's Master Fee Schedule. The monthly rate for this small size Community T-hanger is \$170.00 per month.
- **Public Information** - There are no public information requirements.

### **Options/Alternatives**

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

### **Recommendation**

Staff recommends approval of the resolution.

**Attachments**

- Resolution
  - Exhibit "A" Lease Agreement
- 

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

**RESOLUTION NO. 2012-0X-XX**

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

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

**WHEREAS**, the City Council of Lancaster, Texas, desires to authorize the hangar lease pursuant to the lease 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 10th day of September 2012.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Dolle K. Downe, City Secretary

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

**APPROVED AS TO FORM:**

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



# LANCASTER Regional AIRPORT

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

### Non-Commercial Tenants

This CONTRACT and AGREEMENT OF LEASE, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the City of Lancaster, Texas, a municipal corporation, ("LESSOR") and **John Stewart**, (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 **680-105**, 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. 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 **\$170.00** 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 11 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:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LESSEE: John Stewart  
  
1724 Hash Rd.  
  
Lancaster, TX 75146  
  
972-842-5356  
  
Johnstewart172x@hotmail.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:

\_\_\_\_\_  
Dolle K. Downe, City Secretary

# LANCASTER CITY COUNCIL

## Agenda Communication

September 10, 2012

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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.

---

**This request supports the City Council 2012-2013 Policy Agenda.**

**Goal: Sound Infrastructure**

---

### **Background**

The City owns and leases five rows of T-hangars (building 660-700) of three different sizes based off aircraft wingspan. There are 92 units that the City rents for aircraft storage with end cap commercial spaces on the east end of each hangar row. The City T-hangars are near full occupancy most of the time. This agenda item brings forward a non-commercial lease agreement for Community T-hanger 690-103 (956 sqft) for a tenant, Mr. Daniel Bullard.

### **Considerations**

- **Operational** - The City T-hangar non-commercial lease is used for private aircraft owners.
- **Legal** - The lease agreement was reviewed and approved by the City Attorney.
- **Financial** - Lease rates vary based on size of the hangar. All rates were approved in the City's Master Fee Schedule. The monthly rate for this small size Community T-hangar is \$170.00 per month.
- **Public Information** - There are no public information requirements.

### **Options/Alternatives**

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

### **Recommendation**

Staff recommends approval of the resolution.

**Attachments**

- Resolution
  - Exhibit "A" Lease Agreement
- 

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

**RESOLUTION NO. 2012-0X-XX**

**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 LEASES; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the City Council of Lancaster, Texas, desires to authorize the hangar lease pursuant to the lease 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 10th day of September 2012.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Dolle K. Downe, City Secretary

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

**APPROVED AS TO FORM:**

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



# LANCASTER Regional AIRPORT

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

### Non-Commercial Tenants

This CONTRACT and AGREEMENT OF LEASE, made this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, between the City of Lancaster, Texas, a municipal corporation, ("LESSOR") and **Daniel Bullard**, (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 **690-103**, 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 \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_. 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 **\$170.00** 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 11 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:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LESSEE: Daniel Bullard  
  
4653 Lorraine Ave.  
  
Dallas, TX 75209  
  
972-773-9317  
  
danielebullard@gmail.com

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

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

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

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

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

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

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

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

CITY OF LANCASTER, LESSOR

LESSEE:

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

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Dolle K. Downe, City Secretary

# LANCASTER CITY COUNCIL

## Agenda Communication

September 10, 2012

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**Consider a Resolution approving the terms and conditions of an inter-local agreement by and between the City of Lancaster and the Texas Department of Public Safety for the Failure to Appear Program offered by the Diver License Division under Texas Transportation Code Chapter 706; authorizing the City Manager to execute the agreement.**

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This request supports the City Council 2012-2013 Policy Agenda.

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

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### **Background**

The City of Lancaster currently has an Inter-local Cooperation Contract with the Texas Department of Public Safety, Driver License Division for the Failure to Appear Program. The program prohibits the renewal of the driver license of any person who fails to appear for a complaint or citation or fails to pay or satisfy a judgment ordering payment of a fine or cost as ordered involving any moving offense within the City of Lancaster as ordered by the Municipal Court of Record. During the 82<sup>nd</sup> legislative session, Chapter 706, Section 706.005 of the Texas Transportation Code was amended. The amended section changes the notification requirement. Currently the court must notify the Texas Department of Public Safety within 5 business days of compliance. The amendment requires immediate notification of compliance.

### **Considerations**

- **Operational** – The Lancaster Municipal Court of Record must immediately notify the Texas Department of Public Safety once an individual has satisfied the requirements of the court in order to have their driver license renewed.
- **Legal** – Inter-local Cooperation Contract was approved in August 2003. The amended agreement complies with the legislative changes.
- **Financial** – The City retains \$4.00 of the \$30.00 Administrative fee that is charged. The remaining \$26.00 is allocated as follows: \$20.00 State of Texas and \$6.00 to Omni Base Service of Texas.
- **Public Information** – There is no public information requirements.

### **Options/Alternative**

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

**Recommendation**

Staff recommends approval of the resolution as presented

**Attachments**

- Resolution
  - Amended Inter-local Cooperation Contract
- 

**Submitted by:**

Opal Mauldin Robertson, City Manager

**RESOLUTION NO. 2012**

**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 LANCASTER AND THE TEXAS DEPARTMENT OF PUBLIC SAFETY FOR THE FAILURE TO APPEAR PROGRAM OFFERED BY THE DRIVERS LICENSE DIVISION UNDER TEXAS TRANSPORTATION CODE CHAPTER 706; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; 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 an Interlocal 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 participation in the program;

**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 10<sup>th</sup> day of September 2012.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Dolle K. Downe, City Secretary

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

**APPROVED AS TO FORM:**

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



STEVEN C. McCRAW  
DIRECTOR  
DAVID G. BAKER  
BECKWORTH  
CHERYL MacBRIDE  
DEPUTY DIRECTORS

# TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN TEXAS 78773-0001  
512/424-2600



COMMISSION  
ALLAN B. POLUNSKY, CH/  
ADA BROWN  
JOHN STEEN  
CARIN MARCY BARTH  
A CYNTHIA LECN

August 3, 2012

CITY OF LANCASTER; MUNICIPAL COURT  
220 W MAIN ST  
LANCASTER TX 75146

Dear Court Administrator:

You currently have a contract for the Failure To Appear Program offered by the Driver License Division under Transportation Code Chapter 706.

During the 82<sup>nd</sup> Legislative Session, Section 706.005 was amended to require courts to immediately notify us when no cause exists to continue to deny renewal of a person's driver license. Under the existing contract, courts are required to report compliance within 5 business days.

To continue this contract, your court must complete and submit the enclosed amended contract. Please complete all of the appropriate entries on the contract, and arrange for the approval and signature of the presiding official authorized to sign contractual documents in your jurisdiction (mayor, city manager, county judge, etc.) within 45 days of the receipt of this letter.

Only 1 original signed contract should be submitted for each political subdivision; if you require a final copy for your records, please indicate so when you return the document. Signed contracts must be returned to:

**Texas Department of Public Safety**  
**Attn: Enforcement and Compliance Service**  
**P.O. Box 4087**  
**Austin, Texas 78773-0320**

After the contract has been returned, it will be processed for approval. Any changes made to this contract by the political subdivision will result in the rejection of the contract. Should you have further questions, please contact a Customer Service Representative at 512-424-5727.

Respectfully,

Manager  
Enforcement and Compliance Service

RH: tfp

Enclosure



## **VII. Required Warning on Citation for Traffic Law Violations**

A peace officer authorized to issue citations within the jurisdiction of the local political subdivision shall issue a written warning to each person to whom the officer issues a citation for a traffic law violation. This warning shall be provided in addition to any other warnings required by law. The warning must state in substance that if the person fails to appear in court for the prosecution of the offense or if the person fails to pay or satisfy a judgment ordering the payment of a fine and cost in the manner ordered by the court, the person may be denied renewal of the person's driver license. The written warning may be printed on the citation or on a separate instrument.

## **VIII. FTA Report**

If the person fails to appear or fails to pay or satisfy a judgment as required by law, the local political subdivision may submit an FTA Report containing the following information:

- (1) the jurisdiction in which the alleged offense occurred;
- (2) the name of the local political subdivision submitting the report;
- (3) the name, date of birth and Texas driver license number of the person who failed to appear or failed to pay or satisfy a judgment;
- (4) the date of the alleged violation;
- (5) a brief description of the alleged violation;
- (6) a statement that the person failed to appear or failed to pay or satisfy a judgment as required by law;
- (7) the date that the person failed to appear or failed to pay or satisfy a judgment;
- and
- (8) any other information required by the TDPS.

There is no requirement that a criminal warrant be issued in response to the person's failure to appear. The local political subdivision must make reasonable efforts to ensure that all FTA Reports are accurate, complete and non-duplicative.

## **IX. Clearance Reports**

The originating court that files the FTA Report has a continuing obligation to review the report and promptly submit appropriate additional information or reports to the Vendor or the TDPS. The clearance report shall identify the person, state whether or not a fee was required, advise the TDPS to lift the denial of renewal and state the grounds for the action. All clearance reports must be submitted immediately from the time and date that the originating court receives appropriate payment or other information that satisfies the citizen's obligation to that court.

calendar quarter and retain \$10.00 of each fee for payment to the Vendor and credit to the general fund of the municipal or county treasury.

## **XII. Payments to Vendor**

The TDPS has contracted with OmniBase Services of Texas ("Vendor"), a corporation organized and incorporated under the laws of the State of Texas, with its principal place of business in Austin, Texas, to assist with the implementation of the FTA Program.

Correspondence to the Vendor may be addressed as follows:

OmniBase Services of Texas  
7320 North Mo Pac Expressway, Suite 310  
Austin, Texas 78731  
(512) 346-6511 ext. 100; (512) 346-9312 (fax)

The local political subdivision must pay the Vendor a fee of \$6.00 per person for each violation which has been reported to the Vendor and for which the local political subdivision has subsequently collected the statutorily required \$30.00 administrative fee. In the event that the person has been acquitted of the underlying charge, no payment will be made to the Vendor or required of the local political subdivision.

The parties agree that payment shall be made by the local political subdivision to the Vendor no later than the last day of the month following the close of the calendar quarter in which the payment was received by the local political subdivision.

## **XIII. Litigation and Indemnity**

In the event that the local political subdivision is aware of litigation in which this Contract or Texas Transportation Code Chapter 706 is subject to constitutional, statutory, or common-law challenge, or is struck down by judicial decision, the local political subdivision shall make a good faith effort to notify the TDPS immediately.

Each party may participate in the defense of a claim or suit affecting the FTA Program, but no costs or expenses shall be incurred for any party by the other party without written consent.

To the extent authorized by law, the local political subdivision City agrees to indemnify and hold harmless the TDPS against any claims, suits, actions,

Local political subdivision  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Texas Department of Public Safety  
Attn: Enforcement and Compliance Service  
5805 North Lamar Boulevard  
Austin, Texas 78773-0001  
(512) 424-5311 [fax]

Notice is effective upon receipt or three days after deposit in the U. S. mail, whichever occurs first. After termination, the local political subdivision has a continuing obligation to report dispositions and collect fees for all violators in the FTA System at the time of termination.

**TEXAS DEPARTMENT OF  
PUBLIC SAFETY**

**LOCAL POLITICAL SUBDIVISION\***

\_\_\_\_\_  
Sheri Gipson  
Deputy Administrator

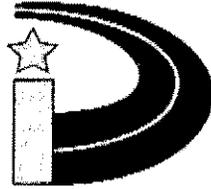
\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\*An additional page may be attached if more than one signature is required to execute this Contract on behalf of the local political subdivision. Each signature block must contain the person's title and date.



**DRIVER  
Improvement &  
Compliance Bureau**

*The road to safety*

TEXAS DEPARTMENT OF PUBLIC SAFETY  
DRIVER IMPROVEMENT AND COMPLIANCE BUREAU  
PO BOX 4087  
AUSTIN, TX 78773-0320

**FAX**

TO: Kristi Hill

FROM: Tijuana P

PHONE:

PHONE: 512.424.2000 X- 83550

FAX: (972) 218-8554

FAX: 512.424.5339

DATE: 8/28/12

TOTAL NUMBER OF PAGES INCLUDING COVER: 7

URGENT     FOR REVIEW     PLEASE COMMENT     PLEASE REPLY     PLEASE RECYCLE

NOTES/COMMENTS:

Previous PTA contact.

## Interlocal Cooperation Contract

### STATE OF TEXAS

### COUNTY OF DALLAS

#### I. Parties

This Interlocal Cooperation Contract ("Contract") is made and entered into between the Texas Department of Public Safety ("TDPS"), a political subdivision of the State of Texas, and the **City of Lancaster**, a local political subdivision of the State of Texas.

#### II. Overview

The purpose of this Contract is to implement the provisions of Texas Transportation Code Chapter 706. A local political subdivision may contract with the TDPS to provide information necessary to deny renewal of the driver license of a person who fails to appear for a complaint or citation or fails to pay or satisfy a judgement ordering payment of a fine or cost in the manner ordered by the court in a manner involving any offense within the jurisdiction of the justice or municipal court.

The TDPS has authority to contract with a private vendor ("Vendor") pursuant to Texas Transportation Code §706.008. The Vendor will provide the necessary goods and services to establish an automated system ("FTA System") whereby information regarding violators subject to the provisions of Texas Transportation Code Chapter 706 may be accurately stored and accessed by the TDPS. Utilizing the FTA System as a source of information, the TDPS may deny renewal of a driver license to a person who is the subject of an FTA System entry.

Each local political subdivision contracting with the TDPS will pay monies to the Vendor based on a fee certain established by this Contract. The TDPS will make no direct or indirect payments to the Vendor. The Vendor will ensure that accurate information is available to the TDPS, political subdivisions and persons seeking to clear their licenses at all reasonable times.

#### III. Definitions

"Complaint" means notice of an offense as defined in Article 27.14(d) or Article 45.019, Code of Criminal Procedure.

"Department" or "TDPS" means the Texas Department of Public Safety.

"Failure to Appear Program" or "FTA Program" refers to the implementation efforts of all parties, including those system components provided by the TDPS, local political subdivisions and the Vendor, including the FTA System.

"Failure to Appear System" or "FTA System" refers to the goods and services, including all hardware, software, consulting services, telephone and related support services, supplied by the Vendor.

"FTA Software" refers to computer software developed or maintained now or in the future by the Vendor to support the FTA System.

"Originating Court" refers to the court in which an applicable violation has been filed for which a person has failed to appear or failed to pay or satisfy a judgement and which has submitted an appropriate FTA report.

"State" refers to the State of Texas.

"Local political subdivision" refers to a city or county of the State of Texas.

Unless otherwise defined, terms used herein shall have the meaning assigned by Texas Transportation Code Chapter 706 or other relevant statute. Terms not defined in this Contract or by other relevant statutes shall be given their ordinary meanings.

#### **IV. Governing Law**

This Contract is entered into pursuant to Texas Government Code Chapter 791 and is subject to the laws and jurisdiction of the State of Texas and shall be construed and interpreted accordingly.

#### **V. Venue**

The parties agree that this contract is deemed performable in Dallas County, Texas, and that venue for any suit arising from the interpretation or enforcement of this Contract shall lie in Dallas County, Texas.

#### **VI. Application and Scope of Contract**

This Contract applies to each FTA report submitted to and accepted by the TDPS or the Vendor by the local political subdivision pursuant to the authority of Texas Transportation Code Chapter 706.

#### **VII. Required Warning on Citation for Traffic Law Violations**

A peace officer authorized to issue citations within the jurisdiction of the local political subdivision shall issue a written warning to each person to whom the officer issues a citation for a traffic law violation. This warning shall be provided in addition to any other warnings required by law. The warning must state in substance that if the person fails to appear in court for the prosecution of the offense or if the person fails to pay or satisfy a judgement ordering the payment of a fine and cost in the manner ordered by the

court, the person may be denied renewal of the person's driver license. The written warning may be printed on the citation or on a separate instrument.

### **VIII. FTA Report**

If the person fails to appear or fails to pay or satisfy a judgement as required by law, the local political subdivision may submit an FTA report containing the following information:

- (1) the jurisdiction in which the alleged offense occurred;
- (2) the name of the local political subdivision submitting the report;
- (3) the name, date of birth and Texas driver license number of the person who failed to appear or failed to pay or satisfy a judgement;
- (4) the date of the alleged violation;
- (5) a brief description of the alleged violation;
- (6) a statement that the person failed to appear or failed to pay or satisfy a judgement as required by law;
- (7) the date that the person failed to appear or failed to pay or satisfy a judgement; and
- (8) any other information required by the TDPS.

There is no requirement that a criminal warrant be issued in response to the person's failure to appear. The local political subdivision must make reasonable efforts to ensure that all FTA Reports are accurate, complete and non-duplicative.

### **IX. Clearance Reports**

The originating court that files the FTA Report has a continuing obligation to review the report and promptly submit appropriate additional information or reports to the Vendor or the TDPS. The clearance report shall identify the person, state whether or not a fee was required, advise the TDPS to lift the denial of renewal and state the grounds for the action. All clearance reports must be submitted within five business days of the time and date that the originating court receives appropriate payment or other information that satisfies the citizen's obligation to that court.

To the extent that a local political subdivision utilizes the FTA Program by submitting an FTA Report, there is a corresponding obligation to collect the statutorily required \$30.00 administrative fee. If the person is acquitted of the underlying offense for which the original FTA Report was filed, the originating court shall not require payment of the administrative fee. The local political subdivision shall submit a clearance report within five business days advising the TDPS to lift the denial of renewal and identifying the grounds for the action.

The local political subdivision must promptly file a clearance report upon payment of the administrative fee and:

- (1) the perfection of an appeal of the case for which the warrant of arrest was issued or judgement arose;
- (2) the dismissal of the charge for which the warrant of arrest was issued or judgement arose;
- (3) the posting of a bond or the giving of other security to reinstate the charge for which the warrant was issued;
- (4) the payment or discharge of the fine and cost owed on an outstanding judgement of the court; or
- (5) other suitable arrangement to pay the fine and cost within the court's discretion.

The TDPS will not continue to deny renewal of the person's driver license after receiving notice from the local political subdivision that the FTA report was submitted in error or has been destroyed in accordance with local political subdivision's record retention policy.

#### **X. Compliance with Law**

The local political subdivision understands and agrees that it will comply with all local, state and federal laws in the performance of this Contract, including administrative rules adopted by the TDPS.

#### **XI. Accounting Procedures**

An officer collecting fees pursuant to Texas Transportation Code §706.006 shall keep separate records of the funds and shall deposit the funds in the appropriate municipal or county treasury. The custodian of the municipal or county treasury may deposit such fees in an interest-bearing account and retain the interest earned thereon for the local political subdivision. The custodian shall keep accurate and complete records of funds received and disbursed in accordance with this Contract and the governing statutes.

The custodian shall remit \$20.00 of each fee collected pursuant to Texas Transportation Code §706.006 to the Comptroller on or before the last day of each calendar quarter and retain \$10.00 of each fee for payment to the Vendor and credit to the general fund of the municipal or county treasury.

#### **XII. Payments to Vendor**

The TDPS has contracted with OmniBase Services, Inc. ("Vendor"), a corporation organized and incorporated under the laws of the State of Texas, with its principal place of business in Austin, Texas, to assist with the implementation of the FTA Program. Correspondence to the Vendor may be addressed as follows:

OmniBase Services, Inc.  
6101 W. Courtyard Drive, Building 3, Suite 210  
Austin, Texas 78730

The local political subdivision must pay the Vendor a fee of \$6.00 per person for each violation which has been reported to the Vendor and for which the local political subdivision has subsequently collected the statutorily required \$30.00 administrative fee. In the event that the person has been acquitted of the underlying charge, no payment will be made to the Vendor or required of the local political subdivision.

The parties agree that payment shall be made by the local political subdivision to the Vendor no later than the last day of the month following the close of the calendar quarter in which the payment was received by the local political subdivision.

### **XIII. Litigation and Indemnity**

In the event that the local political subdivision is aware of litigation in which this Contract or Texas Transportation Code Chapter 706 is subject to constitutional, statutory, or common-law challenge, or is struck down by judicial decision, the local political subdivision shall make a good faith effort to notify the TDPS immediately.

Each party may participate in the defense of a claim or suit affecting the FTA Program, but no costs or expenses shall be incurred for any party by the other party without the other parties written consent.

To the extent authorized by law, the local political subdivision agrees to indemnify and hold harmless the TDPS against any claims, suits, actions, damages and costs of every nature or description arising out of or resulting from the performance of this Contract, and the local political subdivision further agrees to satisfy any final judgement awarded against the local political subdivision or the TDPS arising from the performance of this Contract, provided said claim, suit, action, damage, judgement or related cost is not attributed by the judgement of a court of competent jurisdiction to the sole negligence of the TDPS.

It is the agreement of the parties that any litigation involving the parties to this Contract may not be compromised or settled without the express consent of the TDPS, unless such litigation does not name the TDPS as a party.

This section is subject to the statutory rights and duties of the Attorney General for the State of Texas.

### **XIV. Contract Modification**

No modifications, amendments or supplements to, or waivers of, any provision of this Contract shall be valid unless made in writing and executed in the same manner as this Contract.

**XV. Severability**

If any provision of this Contract is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Contract shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, and the remaining provisions shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance therefrom.

**XVI. Multiple Counterparts**

This agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes and all of which constitutes, collectively, one agreement. But, in making proof of this agreement, it shall not be necessary to produce or account for more than one such counterpart.

**XVII. Effective Date of Contract**

This contract shall be in effect from and after the date that the final signature is set forth below. This contract shall automatically renew on a yearly basis. However, either party may terminate this agreement upon thirty-days written notice to the other party. Notice may be given at the following addresses:

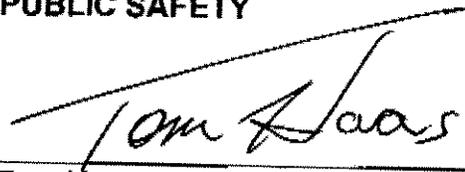
**City of Lancaster**  
City Manager's Office  
P.O. Box 940  
Lancaster, TX 75146-0940  
972-218-1110

**Texas Department of Public Safety**  
Project Administrator, FTA Program  
5805 North Lamar Boulevard  
Austin, TX 78773-0001  
512-424-5948 (fax)

Notice is effective upon receipt or three days after deposit in the U.S. mail, whichever occurs first. After termination, the local political subdivision has a continuing obligation to report dispositions and collect fees for all violators in the FTA System at the time of termination.

**TEXAS DEPARTMENT OF  
PUBLIC SAFETY**

**CITY OF LANCASTER**



Tom Haas  
Chief of Finance

9-5-03

Date



Joe Tillotson  
Mayor

August 11, 2003

Date



## **VII. Required Warning on Citation for Traffic Law Violations**

A peace officer authorized to issue citations within the jurisdiction of the local political subdivision shall issue a written warning to each person to whom the officer issues a citation for a traffic law violation. This warning shall be provided in addition to any other warnings required by law. The warning must state in substance that if the person fails to appear in court for the prosecution of the offense or if the person fails to pay or satisfy a judgment ordering the payment of a fine and cost in the manner ordered by the court, the person may be denied renewal of the person's driver license. The written warning may be printed on the citation or on a separate instrument.

## **VIII. FTA Report**

If the person fails to appear or fails to pay or satisfy a judgment as required by law, the local political subdivision may submit an FTA Report containing the following information:

- (1) the jurisdiction in which the alleged offense occurred;
  - (2) the name of the local political subdivision submitting the report;
  - (3) the name, date of birth and Texas driver license number of the person who failed to appear or failed to pay or satisfy a judgment;
  - (4) the date of the alleged violation;
  - (5) a brief description of the alleged violation;
  - (6) a statement that the person failed to appear or failed to pay or satisfy a judgment as required by law;
  - (7) the date that the person failed to appear or failed to pay or satisfy a judgment;
- and
- (8) any other information required by the TDPS.

There is no requirement that a criminal warrant be issued in response to the person's failure to appear. The local political subdivision must make reasonable efforts to ensure that all FTA Reports are accurate, complete and non-duplicative.

## **IX. Clearance Reports**

The originating court that files the FTA Report has a continuing obligation to review the report and promptly submit appropriate additional information or reports to the Vendor or the TDPS. The clearance report shall identify the person, state whether or not a fee was required, advise the TDPS to lift the denial of renewal and state the grounds for the action. All clearance reports must be submitted immediately from the time and date that the originating court receives appropriate payment or other information that satisfies the citizen's obligation to that court.

calendar quarter and retain \$10.00 of each fee for payment to the Vendor and credit to the general fund of the municipal or county treasury.

## **XII. Payments to Vendor**

The TDPS has contracted with OmniBase Services of Texas ("Vendor"), a corporation organized and incorporated under the laws of the State of Texas, with its principal place of business in Austin, Texas, to assist with the implementation of the FTA Program.

Correspondence to the Vendor may be addressed as follows:

OmniBase Services of Texas  
7320 North Mo Pac Expressway, Suite 310  
Austin, Texas 78731  
(512) 346-6511 ext. 100; (512) 346-9312 (fax)

The local political subdivision must pay the Vendor a fee of \$6.00 per person for each violation which has been reported to the Vendor and for which the local political subdivision has subsequently collected the statutorily required \$30.00 administrative fee. In the event that the person has been acquitted of the underlying charge, no payment will be made to the Vendor or required of the local political subdivision.

The parties agree that payment shall be made by the local political subdivision to the Vendor no later than the last day of the month following the close of the calendar quarter in which the payment was received by the local political subdivision.

## **XIII. Litigation and Indemnity**

In the event that the local political subdivision is aware of litigation in which this Contract or Texas Transportation Code Chapter 706 is subject to constitutional, statutory, or common-law challenge, or is struck down by judicial decision, the local political subdivision shall make a good faith effort to notify the TDPS immediately.

Each party may participate in the defense of a claim or suit affecting the FTA Program, but no costs or expenses shall be incurred for any party by the other party without written consent.

To the extent authorized by law, the local political subdivision City agrees to indemnify and hold harmless the TDPS against any claims, suits, actions,

Local political subdivision  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Texas Department of Public Safety  
Attn: Enforcement and Compliance Service  
5805 North Lamar Boulevard  
Austin, Texas 78773-0001  
(512) 424-5311 [fax]

Notice is effective upon receipt or three days after deposit in the U. S. mail, whichever occurs first. After termination, the local political subdivision has a continuing obligation to report dispositions and collect fees for all violators in the FTA System at the time of termination.

**TEXAS DEPARTMENT OF  
PUBLIC SAFETY**

**LOCAL POLITICAL SUBDIVISION\***

\_\_\_\_\_  
Sheri Gipson  
Deputy Administrator

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\*An additional page may be attached if more than one signature is required to execute this Contract on behalf of the local political subdivision. Each signature block must contain the person's title and date.



**DRIVER  
Improvement &  
Compliance Bureau**

*The road to safety*

TEXAS DEPARTMENT OF PUBLIC SAFETY  
DRIVER IMPROVEMENT AND COMPLIANCE BUREAU  
PO BOX 4087  
AUSTIN, TX 78773-0320

**FAX**

TO: Kristi Hill

FROM: Tijuana P

PHONE:

PHONE: 512.424.2000 X-83550

FAX: (972) 218-8554

FAX: 512.424.5339

DATE: 8/28/12

TOTAL NUMBER OF PAGES INCLUDING COVER: 7

URGENT     FOR REVIEW     PLEASE COMMENT     PLEASE REPLY     PLEASE RECYCLE

NOTES/COMMENTS:

Previous PTA contact.

# LANCASTER CITY COUNCIL

## Agenda Communication

September 10, 2012

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**Conduct and public hearing and consider an ordinance making certain findings in connection with the Millbrook East Public Improvement District, providing for: findings of benefits accrued, accepting five year service plan, recording final assessment onto tax roll, setting the assessment levy, establishing a method of payment and assessment due.**

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This request supports the City Council 2012-2013 Policy Agenda.

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

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### **Background**

Millbrook East is an established subdivision consisting of approximately 46.265 acres in Phase 1 and 17.572 acres Phase 2A and 13.540 acres Phase 2B for a total of 77.377 acres generally located on the south side of Pleasant Run Road east of Houston School Road and west of Bluegrove Road. The subdivision has an approved Public Improvement District (PID) to provide for the maintenance of its common areas and entry features.

Annually the PID board in accordance with the provisions of Chapter 372 of the Texas Local Government Code (the "Act") is required to present an updated five (5) year service and assessment plan. Under the Act, the City is required to hold a public hearing on the proposed assessment and service plan details related to the district and the levy of the assessment.

The PID Advisory board has submitted the proposed five year service and maintenance plan. The taxable assessed value within the district is used to determine the rate per \$100 of assessed value necessary to meet the maintenance budget. The County Tax Collector will then collect the district's fees and remit them to the City with our property taxes. The City will disperse the income on a reimbursement and/or direct pay basis according to the approved service plan.

The Millbrook East PID is proposing an annual assessment of \$0.23 per \$100 assessed value which is a decrease from \$0.2653 per \$100 assessed value in FY 2011/2012.

### **Considerations**

- **Operational** - All PID's require the Finance Department maintain a separate account that will be passed on to the district. The PID's should also help ensure that common areas will be maintained without assistance or code compliance action.

- **Legal** - The notice of public hearing was posted in accordance with the provisions of Chapter 372 in the Texas Local Government Code. The proposed five year service and assessment plan are in accordance with Chapter 372 of Texas Local Government Code.
- **Financial** - The PID is not expecting to have any direct financial impact on the City. PID's are a mechanism to assure financial sustainability for subdivisions. They are considered to be a more equitable means of collecting revenue. The FY 2012/2013 proposed service plan budget is \$50,966 and assessments are proposed at \$0.23 per one hundred dollars assessed valuation.
- **Public Information** - City Council is required to hold a public hearing to receive comments regarding the annual maintenance and service plan prior to adoption. The public hearing was posted in the local publication of record, Focus Daily News, as required by Local Government Code Chapter 372 and notices mailed to property owners of record.

### **Options/Alternatives**

1. Close the public hearing; and approve the ordinance adopting the service plan.
2. Close the public hearing and reject the service plan.

### **Recommendation**

Staff recommends closing the public hearing and approving the ordinance accepting the five year service plan as recommended by the PID Advisory Board.

### **Attachments**

- Ordinance
  - Service and Assessment Plan
- 

### **Submitted by:**

Opal Mauldin Robertson, City Manager

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, MAKING CERTAIN FINDINGS IN CONNECTION WITH THE PROPOSED SUPPLEMENTAL SERVICES ORDERED IN CONNECTION WITH THE MILLBROOK EAST PUBLIC IMPROVEMENT DISTRICT, PROVIDING FOR: FINDINGS OF BENEFITS ACCRUED, ACCEPTING FIVE YEAR SERVICE PLAN, RECORDING FINAL ASSESSMENT ONTO TAX ROLL, SETTING THE ASSESSMENT LEVY, ESTABLISHING A METHOD OF PAYMENT, ASSESSMENT DUE, AND PROVIDING CLAUSES FOR CONFLICT, SEVERABILITY AND EFFECTIVE DATE.**

**WHEREAS**, by Resolution No. 2011-08-69 passed on August 8, 2011, after the conduct of a duly notified public hearing, the City Council established the Millbrook East Public Improvement District (the "District"); and

**WHEREAS**, on September 10, 2012 a public hearing was held and all persons owning or claiming any property proposed to be assessed or any interest therein were given an opportunity to be heard, either in person or through an agent or attorney, and all were given an opportunity to testify before the City Council and to contest the assessments proposed to be made on account of the amount thereof or because of any inaccuracy, irregularity, invalidity or insufficiency of the proceedings or contract with reference thereto, or to such improvements or on account of any matter or thing in the discretion of this governing body and on the 10<sup>th</sup> day of September, 2012, the City Council closed the public hearing; and levied assessments against property and the owners thereof in the District; and

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

SECTION 1 - BENEFITS ACCRUED: That the benefits to accrue to the property assessed and to the owners of such property, from the landscape maintenance and other services identified within the Five Year Service Plan, hereby adopted by the City Council, and herewith to be funded from the assessments, exceed the amount which has been assessed.

SECTION 2 - ADOPTING SERVICE PLAN: That the "*Service and Assessment Plan*", labeled herein as *Exhibit "A"* and attached hereto and made a part hereof is hereby adopted.

SECTION 3 - RECORD FINAL ASSESSMENT ONTO TAX ROLL: That the City Manager and his designated representatives are hereby authorized and directed to

carry out the terms and provisions of this ordinance by causing the costs outlined in the final assessment roll to be recorded in the Tax Roll, the names of the property owners and in the amounts shown on said final assessment roll; and that all prerequisites to the fixing of the assessments therein against the property described and the fixing of the personal liability of the owner or owners thereof have been performed in due time, form and manner as required by law, and no additional proof shall be required in any court.

SECTION 4 – PROPERTY CLASSIFICATION AND APPORTIONMENT FORMULAS: The City Council hereby establishes classifications and formulas for the apportionment of costs for various classes of property within the District as follows:

- (a) **All residential lots**, for these lots the assessment shall not exceed \$0.23 per \$100 of assessed valuation through the assessment established for 2012/2013; and
- (b) **Tax exempt property and municipal property**, for these classifications the assessment shall not exceed \$0.00 per \$100 of valuation.

SECTION 5 - ASSESSMENT LEVY: That for 2012/2013 there shall be and is hereby levied and assessed against parcels of property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sum of money set forth for in the “*Service and Assessment Plan*”, labeled herein as *Exhibit “A”* and attached hereto and made a part hereof, shown opposite the description of the respective classification of the parcels of property, and the several amounts assessed against the same, and the owners thereof, with the provision that the amount assessed against each property and respective class of properties as shown in the *Service and Assessment Plan* may be adjusted for years subsequent following an annual review of the budget for the District and the *Service and Assessment Plan*.

SECTION 6 - METHOD OF PAYMENT: That the method of payment of the assessment shall be in an annual single lump sum payment which shall be immediately due upon receipt of the assessment notice and shall become delinquent on February 1 of the year after receipt of notice. Delinquent assessments are subject to interest, penalties, attorney’s fees and other charges, at the same rate as for the City of Lancaster delinquent ad valorem property taxes.

SECTION 7 - ASSESSMENT DUE: That a lien shall be established against each affected property within the district on the date the assessment is due, and shall not be released until the assessment is paid in full. This lien is superior to all other liens and claims except liens or claims for the state, county, school district or city ad valorem taxes.

**SECTION 8 - CONFLICT:** That this ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Lancaster, Texas, and this ordinance shall not operate to repeal or affect any other ordinance except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

**SECTION 9 - SEVERABILITY:** That if any section, subsection, sentence, clause or phrase of this ordinance is for any reason held unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

**SECTION 10. EFFECTIVE DATE:** This ordinance shall take effect immediately from and after its passage and the publication of the caption as the law and charter in such cases provide.

**DULY PASSED** and approved by the City Council of the City of Lancaster, Texas, on the 10<sup>th</sup> day of September, 2012.

**APPROVED:**

\_\_\_\_\_  
MARCUS E. KNIGHT, MAYOR

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**EXHIBIT "A"**  
**SERVICE AND ASSESSMENT PLAN**

Fund: 63 MILBROOK EAST FID

Program:

Department: 4 OPERATIONS

Period Ending: 9/2012

Account Description	2010		2011		2012		2013		2014		2015		2017		
	Actual	FT	Actual	FT	Actual	FT	Budget	FT	Budget	FT	Budget	FT	Budget	FT	
63-0201-04-00 SUPPLIES					276.13		950.00		979.00		979.00		1,008.00		1,008.00
63-0211-04-00 MISCELLANEOUS			4,133.33												
63-0214-04-00 POSTAGE			684.97				1,600.00		1,648.00		1,697.00		1,748.00		1,801.00
63-0225-04-00 LANDSCAPING			15,144.00				15,000.00		15,450.00		15,914.00		16,391.00		16,883.00
Subtotal:			20,238.43				17,550.00		18,077.00		18,590.00		19,147.00		19,692.00
63-0351-04-00 MISC. MAINTENANCE			10,102.67				8,959.00		909.00		930.00		930.00		930.00
63-0301-04-00 MAINT-BLDGS & STRUCTURES			1,500.00				1,000.00		1,030.00		1,061.00		1,093.00		1,126.00
63-0303-04-00 MAINTENANCE-MISCELLANEOUS			140.73												
63-0351-04-00 MISC. MAINTENANCE			2,406.56				2,406.56		2,406.56		2,406.56		2,406.56		2,406.56
63-0371-04-00 LANDSCAPING REPAIR & MAINT			745.96				745.96		745.96		745.96		745.96		745.96
63-0372-04-00 IRRIGATIONS SYS REPAIR & MAINT															
Subtotal:			26,998.99				9,959.00		6,946.00		5,622.00		5,246.00		5,404.00
63-0403-04-00 INSURANCE			1,250.20				3,117.00		3,211.00		3,306.00		3,406.00		3,508.00
63-0407-04-00 TAXES			3.46												
63-0410-04-00 UTILITIES - ELECTRICITY			137.04				600.00		618.00		637.00		656.00		675.00
63-0413-04-00 WATER PURCHASES FID			1,071.82				9,000.00		9,270.00		9,548.00		9,835.00		10,130.00
63-0413-04-00 UTILITIES TRASH DISPOSAL									450.00		464.00		477.00		492.00
63-0416-04-00 OTHER PROFESSIONAL SERVICES			9,770.73												
63-0421-04-00 PRINTING			318.71				160.00		165.00		170.00		175.00		180.00
63-0434-04-00 SPECIAL EVENTS							500.00		515.00		546.00		563.00		583.00
63-0437-04-00 AUDIT SERVICES							300.00		309.00		318.00		328.00		339.00
63-0446-04-00 LEGAL SERVICES			140.00												
63-0490-04-00 ADMINISTRATIVE MANAGEMENT FEE			4,079.95				9,600.00		9,600.00		9,600.00		9,600.00		9,600.00
63-0469-04-00 STORAGE			60.00				180.00		180.00		180.00		180.00		180.00
Subtotal:			16,839.91				23,457.00		24,318.00		24,223.00		25,203.00		25,666.00
63-0537-04-00 DALLAS COUNTY TAX COLL SVCS									932.25		932.25		932.25		932.25
Subtotal:									932.25		932.25		932.25		932.25
Program number:			62,076.93				50,966.00		48,271.25		49,367.25		50,528.25		51,694.25
Department number: OPERATIONS			62,076.93				50,966.00		48,271.25		49,367.25		50,528.25		51,694.25
Fund number: 63 MILBROOK EAST FID			62,076.93				50,966.00		48,271.25		49,367.25		50,528.25		51,694.25
***** End of Report *****															

# LANCASTER CITY COUNCIL

## Agenda Communication

September 10, 2012

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**Conduct a public hearing and consider an ordinance of the City of Lancaster, Texas, adopting a budget for the fiscal year beginning October 1, 2012 and ending September 30, 2013; providing that expenses for said fiscal year shall be in accordance with said budget.**

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**This request supports the City Council 2012-2013 Policy Agenda.**

**Goal:** Financially Sound City Government

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### **Background**

State law requires the City to conduct a public hearing on the proposed FY 2012-2013 budget. The proposed total tax rate required to provide revenue for maintenance and operations and interest and sinking fund requirements is \$0.8675 cents per \$100 assessed valuation. The approval of the proposed ordinance will adopt the FY 2012-2013 budget and appropriate necessary funds for the City's operation, maintenance and debt service requirements.

The proposed budget was presented to City Council on Monday, August 6, 2012, and budget work sessions held on August 20th and August 28th.

This is the second and final public hearing on the proposed budget. A Public Hearing was held on August 27, 2012. A copy of the proposed budget is and has been available for public review in the City Secretary's office.

### **Considerations**

- **Operational** - The proposed tax rate of \$0.8675 per \$100 assessed valuation to be assessed on taxable property to generate revenues for the maintenance, operations and interest and sinking fund requirements. The proposed budget will maintain the maintenance and operations apportionment of the tax rate at \$0.6012 and the interest and sinking fund apportionment at \$0.2663.
- **Legal** - Notice regarding the public hearing was published in accordance with state law in the *Focus Daily News*, the City's newspaper of record on August 17, 2012. The ordinance has been reviewed and approved as to form by the City Attorney.

- **Financial** - The proposed budget is a plan for revenues and expenditures related to the operations of the City.
- **Public Information** - Notice regarding the public hearings was posted in accordance with state law, the City's newspaper of record, Focus Daily News on August 17, 2012, and posted on the City's website.

**Options/Alternatives**

Close the public hearing and consider the ordinance.

**Recommendation**

Staff recommends approval of the ordinance as presented.

**Attachments**

- Ordinance
  - Fund Summaries
- 

**Submitted by:**

Opal Mauldin Robertson, City Manager

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING AND ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2012 AND ENDING SEPTEMBER 30, 2013; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE IN ACCORDANCE WITH SAID BUDGET; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Manager of the City of Lancaster has submitted to the City Council a proposed budget of the revenues and expenditures for conducting the affairs of the City and providing a complete financial plan for fiscal year 2012-2013; and

**WHEREAS**, the City Council has received the City Manager's proposed budget, a copy of which proposed budget has been filed with the City Secretary of the City of Lancaster;

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

**SECTION 1.** That the Budget of the revenues and expenditures necessary for conducting the affairs of the City of Lancaster and providing a financial plan for the ensuing fiscal year beginning October 1, 2012 and ending September 30, 2013, as submitted by the City Manager, be and the same is hereby adopted as the Budget of the City of Lancaster for the fiscal year beginning October 1, 2012 and ending September 30, 2013.

**SECTION 2.** That the appropriation for the fiscal year including the budgets of the Lancaster Economic Development Corporation (Type A) and Lancaster Recreational Development Corporation (Type B), which are hereby approved beginning October 1, 2012, and ending September 30, 2013, for the various funds and purposes of the City of Lancaster, which is attached hereto and incorporated herein as Exhibit A and is summarized as follows:

<b>Fund</b>	<b>2012-2013 Budget Expenditures</b>
General	\$19,537,345
G.O. Debt Service	\$3,948,547
Water/Wastewater	\$12,811,992
Airport	\$413,807
Hotel Motel Tax	\$44,027
LEDC (Type A)	\$1,118,674
LRDC (Type B)	\$2,599,199
Golf Course	\$138,224
Sanitation	\$1,609,275
Housing	\$8,075,026
E911	\$455,243
Stormwater	\$1,116,388
<b>Total</b>	<b>\$51,867,747</b>

**SECTION 3.** That expenditures during the fiscal year shall be made in accordance with the budget approved by this ordinance and made part hereof for all purposes unless otherwise authorized by a duly enacted ordinance of the City.

**SECTION 4.** That all notices and public hearings required by law have been duly completed.

**SECTION 5.** That all provisions of the ordinances of the City of Lancaster in conflict with the provisions of this ordinance be and the same are hereby repealed, and all other provisions of the ordinances of the City of Lancaster not in conflict with the provisions of this ordinance shall remain in full force and effect.

**SECTION 6.** That should any sentence, paragraph, subdivision, clause, phase or section of this ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional.

**DULY PASSED** and approved by the City Council of the City of Lancaster, Texas, on this the 10<sup>th</sup> day of September 2012.

**ATTEST:**

**APPROVED:**

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

\_\_\_\_\_  
MARCUS E. KNIGHT, MAYOR

**APPROVED AS TO FORM:**

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

## GENERAL FUND

REVENUES		2010 Actual	2011 Actual	2012		2013 Proposed
Department No	Revenue Source			Year to Date	Budget	
	PROPERTY TAX	9,706,144	10,152,163	8,889,384	9,048,294	8,689,229
	SALES TAX	4,532,556	4,693,061	3,654,714	4,500,000	4,635,000
	FRANCHISE TAX	1,722,967	1,690,292	1,120,938	1,890,628	1,792,467
	OTHER TAXES	37,893	40,625	34,393	40,000	30,000
	LICENSES AND PERMITS	618,563	571,119	441,684	571,934	447,214
	INTERGOVERNMENTAL	204,679	350,154	139,691	212,000	141,332
	CHARGES FOR SERVICES	634,834	648,479	604,195	650,339	601,340
	FINES AND FORFEITURES	721,503	729,583	611,965	702,089	609,500
	INTEREST	7,073	5,021	3,021	6,000	4,000
	MISCELLANEOUS	318,548	256,569	206,255	227,848	60,150
	OPERATING TRANSFERS IN	2,548,236	1,598,236	1,603,071	1,598,236	1,648,903
	GRANT & Other Income	-	231	34,109	84,620	15,000
	<b>Total</b>	<b>\$ 21,052,996</b>	<b>\$ 20,735,533</b>	<b>\$ 17,343,418</b>	<b>\$ 19,531,988</b>	<b>\$ 18,674,135</b>

EXPENDITURES		2010 Actual	2011 Actual	2012		2013 Proposed
Department No				Year to Date	Budget	
1	City Council	59,874	87,118	35,595	68,935	70,242
2	City Manager's Office	626,932	686,786	469,959	562,886	499,462
5	Legal	149,172	116,885	91,325	150,000	150,000
6	Building Services	1,037,407	877,596	799,581	892,891	706,347
8	Municipal Court	359,029	454,184	351,330	426,774	455,517
9	Building Inspections	310,122	278,994	275,860	345,754	273,206
10	Fleet Maintenance	50,931	261,000	211,287	245,540	262,903
12	Streets Operations	2,119,957	785,285	502,407	813,684	737,975
13	Parks	746,297	537,853	424,545	546,173	592,998
13	Parks-Prison Labor	3,898	1,546	5,739	6,000	6,360
14	Police	5,946,511	5,589,531	4,622,647	5,539,068	5,499,979
14	Police-COPS Grant	-	103,389	100,994	171,417	102,393
14	Police-FBI Hwy Interdiction Grant	-	-	-	-	15,000
15	Fire	5,840,457	5,679,488	4,516,470	5,363,186	5,606,190
15	Emergency Management	208,570	43,304	34,573	67,000	47,580
16	Non-Departmental	745,467	845,427	748,265	730,717	973,812
17	Planning	129,201	92,263	67,857	80,146	82,460
18	City Secretary	173,505	173,555	146,420	178,754	190,076
19	Finance	762,198	538,880	402,981	497,797	547,733
24	Animal Services	132,096	148,015	114,500	142,542	152,729
29	Purchasing	112,920	108,637	95,661	109,059	113,522
31	Human Resources	318,630	326,071	259,268	328,541	312,106
32	Civil Service	6,117	5,563	1,861	5,850	7,850
34	Emergency Communications	333,873	675,752	591,035	814,040	772,003
35	Code Compliance	281,881	264,535	192,845	281,981	273,013
36	Development Services	153,686	179,802	77,131	133,023	131,352
37	Information Technology	434,419	379,813	274,386	382,300	528,016
38	Fire Marshal	159,494	96,914	45,923	72,983	156,520
80	Transfers Out	-	600,000	450,000	450,000	270,000
	<b>Total</b>	<b>\$ 21,203,289</b>	<b>\$ 19,938,429</b>	<b>\$ 15,910,603</b>	<b>\$ 19,407,041</b>	<b>\$ 19,537,345</b>

BALANCES		2010 Actual	2011 Actual	2012		2013 Proposed
				Year to Date	Budget	
	Net Gain (Loss)	(150,293)	797,104	1,432,815	124,947	(863,210)
	Beginning Balance	3,717,084	3,566,791	4,363,895	4,363,895	4,488,843
	Ending Balance	3,566,791	4,363,895	5,796,711	4,488,843	3,625,633
	<b>Ending Balance as % of Expenditures</b>	<b>16.82%</b>	<b>21.89%</b>	<b>36.43%</b>	<b>23.13%</b>	<b>18.56%</b>

## DEBT SERVICE FUND

REVENUES		2010	2011	2012		2013
				Year to Date	Budget	
Department No	Revenue Source	Actual	Actual	Year to Date	Budget	Proposed
	Property Taxes	2,555,547	3,364,709	3,909,276	4,002,951	3,889,048
	Interest	2,061	1,477	1,356	2,550	2,550
	Transfers In	1,133,866	889,116	-	-	284,150
	Other Revenue	10,102	-	-	36	-
	<b>Total</b>	<b>\$ 3,701,576</b>	<b>\$ 4,255,302</b>	<b>\$ 3,910,632</b>	<b>\$ 4,005,537</b>	<b>\$ 4,175,748</b>

EXPENDITURES		2010	2011	2012		2013
				Year to Date	Budget	
Department No		Actual	Actual	Year to Date	Budget	Proposed
	50 Debt Service	3,206,482	5,145,540	2,773,103	4,066,241	3,948,547
	<b>Total</b>	<b>\$ 3,206,482</b>	<b>\$ 5,145,540</b>	<b>\$ 2,773,103</b>	<b>\$ 4,066,241</b>	<b>\$ 3,948,547</b>

BALANCES		2010	2011	2012		2013
				Year to Date	Budget	
		Actual	Actual	Year to Date	Budget	Proposed
	Net Gain (Loss)	495,094	(890,237)	1,137,529	(60,704)	227,201
	Beginning Balance	586,712	1,081,805	191,568	191,568	130,864
	Ending Balance	1,081,805	191,568	1,329,097	130,864	358,066
	<b>Ending Balance as % of Expenditures</b>	<b>33.74%</b>	<b>3.72%</b>	<b>47.93%</b>	<b>3.22%</b>	<b>9.07%</b>

# WATER/WASTE WATER FUND

REVENUES		2010	2011	2012		2013
Department No	Revenue Source	Actual	Actual	Year to Date	Budget	Proposed
	Water	5,099,428	5,207,963	4,903,256	6,485,731	5,500,000
	Wastewater	5,424,205	5,452,388	5,516,023	6,897,295	6,700,000
	Fees	201,160	426,929	237,536	180,307	164,750
	Impact Fees	107,631	101,481	69,000	93,463	80,000
	Other Revenue	855,957	742,630	291,350	295,485	293,000
	Interest	15,607	14,770	6,482	19,482	12,000
	<b>Total</b>	<b>\$ 11,703,987</b>	<b>\$ 11,946,161</b>	<b>\$ 11,023,647</b>	<b>\$ 13,971,763</b>	<b>\$ 12,749,750</b>

EXPENDITURES		2010	2011	2012		2013
Department No		Actual	Actual	Year to Date	Budget	Proposed
	2 Public Works Administration	742,982	747,351	435,455	782,131	620,906
	20 Utility Billing	435,510	493,166	366,562	467,225	456,743
	21 Water Operations	586,405	668,402	431,294	805,516	713,778
	22 Non-Departmental	1,522,562	1,599,063	70,791	178,240	184,677
	27 Meter Reading	369,731	138,472	119,292	178,481	170,342
	30 Wastewater Operations	446,449	503,103	304,849	645,773	648,067
	36 OPERATION MANAGEMENT SERVICES	192	-	-	-	-
	42 Wholesale Costs	5,718,055	4,996,473	4,241,614	6,308,448	6,736,959
	50 Debt Service	412,248	375,559	186,901	2,132,096	1,813,557
	80 Transfers Out	2,374,236	1,424,236	1,424,236	1,424,236	1,466,963
	<b>Total</b>	<b>\$ 12,608,369</b>	<b>\$ 10,945,825</b>	<b>\$ 7,580,995</b>	<b>\$ 12,922,146</b>	<b>\$ 12,811,992</b>

BALANCES		2010	2011	2012		2013
		Actual	Actual	Year to Date	Budget	Proposed
	Net Gain (Loss)	(904,383)	1,000,336	3,561,339	1,049,617	(19,515)
	Beginning Balance	10,989,149	4,800,628	5,800,964	5,800,964	6,850,581
	Prior Year Audit Adj.	(5,284,138)	-	-	-	-
	Ending Balance	4,800,628	5,800,964	9,362,303	6,850,581	6,831,066
	<b>Ending Balance as % of Expenditures</b>	<b>38.07%</b>	<b>53.00%</b>	<b>125.46%</b>	<b>53.01%</b>	<b>53.50%</b>

## AIRPORT FUND

REVENUES		2010 Actual	2011 Actual	2012		2013 Proposed
Department No	Revenue Source			Year to Date	Budget	
	Airport Operations	219,775	228,227	202,845	228,281	230,000
	Net Fuel Sale	47,750	30,871	76,352	100,710	150,000
	Other Revenue	51,308	42,445	50,624	51,136	53,750
	Grant Revenue	382,600	50,089	-	-	-
	<b>Total</b>	<b>\$ 701,432</b>	<b>\$ 351,632</b>	<b>\$ 329,822</b>	<b>\$ 380,127</b>	<b>\$ 433,750</b>

EXPENDITURES		2010 Actual	2011 Actual	2012		2013 Proposed
Departments No				Year to Date	Budget	
	0 Non-Departmental	66	304	183	-	-
	40 AIRPORT	504,202	452,416	339,162	360,436	376,359
	50 DEBT SERVICE	23,800	13,472	7,462	36,146	37,448
	<b>Total</b>	<b>\$ 528,068</b>	<b>\$ 466,192</b>	<b>\$ 346,808</b>	<b>\$ 396,582</b>	<b>\$ 413,807</b>

BALANCES		2010 Actual	2011 Actual	2012		2013 Proposed
				Year to Date	Budget	
	Net Gain (Loss)	173,365	(114,559)	(16,986)	(16,455)	19,943
	Beginning Balance	(300,450)	(2,998,528)	(3,113,087)	(3,113,087)	(3,129,542)
	Prior Period Audit Adjustment	(2,871,443)	-	-	-	-
	Ending Balance	(2,998,528)	(3,113,087)	(3,130,074)	(3,129,542)	(3,109,599)
	Ending Balance as % of Expenditures	-24.07%	-667.77%	-902.54%	-789.13%	-751.46%

## HOTEL/MOTEL TAX FUND

REVENUES		2010	2011	2012		2013
Department No	Revenue Source	Actual	Actual	Year to Date	Budget	Proposed
	HOTEL/MOTEL TAX	78,641	70,111	47,865	61,262	68,160
	RENTAL INCOME	9,190	15,600	13,000	15,600	15,600
	MISCELLANEOUS	400	-	-	-	-
	INTEREST	276	278	133	275	275
	<b>Total</b>	<b>\$ 88,506</b>	<b>\$ 85,989</b>	<b>\$ 60,998</b>	<b>\$ 77,137</b>	<b>\$ 84,035</b>

EXPENDITURES		2010	2011	2012		2013
Department No		Actual	Actual	Year to Date	Budget	Proposed
46	HOTEL/MOTEL	43,035	37,866	37,073	40,000	30,000
52	Visitor Center	50,464	16,521	9,676	14,619	14,027
	<b>Total</b>	<b>\$ 93,499</b>	<b>\$ 54,387</b>	<b>\$ 46,749</b>	<b>\$ 54,619</b>	<b>\$ 44,027</b>

BALANCES		2010	2011	2012		2013
		Actual	Actual	Year to Date	Budget	Proposed
	Net Gain (Loss)	(4,992)	31,602	14,249	22,518	40,007
	Beginning Balance	225,535	220,543	252,145	252,145	274,663
	Ending Balance	220,543	252,145	266,394	274,663	314,670
	<b>Ending Balance as % of Expenditures</b>	<b>235.88%</b>	<b>463.62%</b>	<b>569.84%</b>	<b>502.87%</b>	<b>714.72%</b>

## SALES TAX 4A-ECONOMIC DEVELOPMENT

REVENUES		2010 Actual	2011 Actual	2012		2013 Proposed
Department No	Revenue Source			Year to Date	Budget	
	SALES TAXES	906,511	944,875	730,943	873,000	899,190
	INTEREST	2,973	3,290	1,459	1,000	1,000
	<b>Total</b>	<b>\$ 909,484</b>	<b>\$ 948,166</b>	<b>\$ 732,402</b>	<b>\$ 874,000</b>	<b>\$ 900,190</b>

EXPENDITURES		2010 Actual	2011 Actual	2012		2013 Proposed
Department No				Year to Date	Budget	
	2 ECON DEV ADMINISTRATION	226,215	185,392	149,510	188,382	176,617
	50 4A DEBT SERVICE	227,350	241,844	175,698	455,800	456,300
	60 MARKETING AND ADVERTISING	8,066	8,282	4,835	35,100	23,100
	63 INCENTIVE PROGRAMS	10,000	68,333	38,730	170,000	407,822
	80 TRANSFERS OUT	50,000	50,000	54,835	54,835	54,835
	<b>Total</b>	<b>\$ 521,632</b>	<b>\$ 553,851</b>	<b>\$ 423,607</b>	<b>\$ 904,117</b>	<b>\$ 1,118,674</b>

BALANCES		2010 Actual	2011 Actual	2012		2013 Proposed
				Year to Date	Budget	
	Net Gain (Loss)	387,852	394,315	308,794	(30,117)	(218,484)
	Beginning Balance	2,083,875	2,477,535	2,871,850	2,871,850	2,841,733
	Prior Period Audit Adjustment	5,808	-	-	-	-
	Ending Balance	2,477,535	2,871,850	3,180,644	2,841,733	2,623,249
	<b>Ending Balance as % of Expenditures</b>	<b>474.96%</b>	<b>518.52%</b>	<b>750.85%</b>	<b>314.31%</b>	<b>234.50%</b>

# LRDC (TYPE B) FUND

REVENUES		2010 Actual	2011 Actual	2012		2013 Proposed
Department No	Revenue Source			Year to Date	Budget	
	0 SALES TAXES	1,814,922	1,877,225	1,461,885	1,746,000	1,800,000
	56 RECREATION	410,491	467,183	423,250	512,000	527,000
	56 DAY CAMP	-	16,708	69,663	15,000	45,000
	54 LIFE CENTER	13,734	13,832	9,312	7,769	10,623
	7 LIBRARY	53,169	63,508	22,158	-	650
	7 BTOP	-	36,840	83,853	-	-
	0 OTHER	491	283	1	-	-
	0 TRANSFERS IN	-	600,000	450,000	450,000	270,000
	0 INTEREST	7	-	282	2,000	1,000
<b>Total</b>		<b>\$ 2,292,815</b>	<b>\$ 3,075,579</b>	<b>\$ 2,520,405</b>	<b>\$ 2,732,769</b>	<b>\$ 2,654,273</b>

EXPENDITURES		2010 Actual	2011 Actual	2012		2013 Proposed
Department No				Year to Date	Budget	
	2 REC ADMINISTRATION	220,795	195,522	175,181	200,934	225,097
	7 LIBRARY	475,514	494,130	345,296	519,759	523,513
	7 BTOP	-	79,934	90,424	-	-
	13 PARKS AND RECREATION	334	884	-	-	-
	16 NON-DEPARTMENTAL	-	0	-	-	25,385
	50 48 DEBT SERVICE	906,616	958,852	722,708	906,140	730,400
	54 SENIOR LIFE CENTER	142,170	97,106	84,550	125,336	135,675
	55 PUBLIC RELATIONS	-	60	-	-	-
	56 DAY CAMP	-	12,749	31,296	36,448	42,186
	56 RECREATION CENTER	907,601	794,030	643,273	791,050	888,944
	57 COMMUNITY PARK	47,937	15,394	4,528	15,000	15,000
	80 TRANSFERS OUT	13,000	13,000	13,000	13,000	13,000
<b>Total</b>		<b>\$ 2,713,966</b>	<b>\$ 2,661,660</b>	<b>\$ 2,110,256</b>	<b>\$ 2,607,667</b>	<b>\$ 2,599,199</b>

BALANCES		2010 Actual	2011 Actual	2012		2013 Proposed
				Year to Date	Budget	
	Net Gain (Loss)	(421,151)	413,919	411,232	125,102	55,074
	Beginning Balance	94,864	(314,670)	99,249	99,249	224,351
	Prior Period Audit Adjustment	11,617	-	-	-	-
	Ending Balance	(314,670)	99,249	510,481	224,351	279,425
	<b>Ending Balance as % of Expenditures</b>	<b>-11.59%</b>	<b>3.73%</b>	<b>24.20%</b>	<b>8.60%</b>	<b>10.75%</b>

## GOLF COURSE FUND

REVENUES		2010	2011	2012		2013
Department No	Revenue Source	Actual	Actual	Year to Date	Budget	Proposed
	GOLF COURSE REVENUE	72,743	84,744	77,164	78,164	84,404
	<b>Total</b>	<b>\$ 72,743</b>	<b>\$ 84,744</b>	<b>\$ 77,164</b>	<b>\$ 78,164</b>	<b>\$ 84,404</b>

EXPENDITURES		2010	2011	2012		2013
Department No		Actual	Actual	Year to Date	Budget	Proposed
39	GOLF COURSE	86,966	83,003	4,374	40,550	75,224
50	DEBT SERVICE	-	-	-	-	56,000
80	TRANSFERS OUT	7,000	7,000	7,000	7,000	7,000
	<b>Total</b>	<b>\$ 93,966</b>	<b>\$ 90,003</b>	<b>\$ 11,374</b>	<b>\$ 47,550</b>	<b>\$ 138,224</b>

BALANCES		2010	2011	2012		2013
		Actual	Actual	Year to Date	Budget	Proposed
	Net Gain (Loss)	(21,223)	(5,260)	65,789	30,614	(53,820)
	Beginning Balance	37,204	64,427	59,167	59,167	89,781
	Prior Period Audit Adjustments	48,446	-	-	-	-
	Ending Balance	64,427	59,167	124,956	89,781	35,961
	<b>Ending Balance as % of Expenditures</b>	<b>68.56%</b>	<b>65.74%</b>	<b>1157.98%</b>	<b>188.81%</b>	<b>26.02%</b>

## SANITATION FUND

REVENUES		2010 Actual	2011 Actual	2012		2013 Proposed
Department No	Revenue Source			Year to Date	Budget	
	Garbage Collection	1,884,439	2,150,375	1,691,547	1,736,158	1,736,158
	Other	1,523	2,576	637	3,841	3,841
	Interest	163	135	29	-	-
	<b>Total</b>	<b>\$ 1,886,125</b>	<b>\$ 2,153,085</b>	<b>\$ 1,692,213</b>	<b>\$ 1,739,999</b>	<b>\$ 1,739,999</b>

EXPENDITURES		2010 Actual	2011 Actual	2012		2013 Proposed
Department No				Year to Date	Budget	
2	ADMINISTRATION	68,557	39,453	16,890	42,433	29,275
11	REFUSE SERVICE	1,717,361	1,886,197	1,446,087	1,250,000	1,310,000
12	STREET MAINTENANCE	-	195,229	10,670	200,000	200,000
43	NON-DEPARTMENTAL	70,504	103,923	150,520	70,000	70,000
	<b>Total</b>	<b>\$ 1,856,423</b>	<b>\$ 2,224,802</b>	<b>\$ 1,624,167</b>	<b>\$ 1,562,433</b>	<b>\$ 1,609,275</b>

BALANCES		2010 Actual	2011 Actual	2012		2013 Proposed
				Year to Date	Budget	
	Net Gain (Loss)	29,702	(71,717)	68,045	177,566	130,724
	Beginning Balance	87,980	117,682	45,965	45,965	223,531
	Ending Balance	117,682	45,965	114,011	223,531	354,255
	<b>Ending Balance as % of Expenditures</b>	<b>6.34%</b>	<b>2.07%</b>	<b>7.02%</b>	<b>14.31%</b>	<b>22.01%</b>

## LANCASTER HOUSING AGENCY-HUD

REVENUES		2010	2011	2012		2013
Department No	Revenue Source	Actual	Actual	Year to Date	Budget	Proposed
0	ADMINISTRATIVE REVENUE	871,533	826,402	630,933	892,270	604,710
25	ADMINISTRATIVE REVENUE	-	33,300	-	-	-
71	HAP PAYMENT REVENUE	7,943,098	7,982,481	6,422,810	7,500,000	7,986,000
<b>Total</b>		<b>\$ 8,814,631</b>	<b>\$ 8,842,183</b>	<b>\$ 7,053,743</b>	<b>\$ 8,392,270</b>	<b>\$ 8,590,710</b>

EXPENDITURES		2010	2011	2012		2013
Department No		Actual	Actual	Year to Date	Budget	Proposed
25	HOUSING ADMINISTRATION	805,338	737,659	564,517	710,738	513,026
71	HOUSING ASSISTANCE PAYMENTS	7,721,244	7,905,136	6,462,277	7,500,000	7,500,000
80	TRANSFERS OUT	62,000	62,000	62,000	62,000	62,000
<b>Total</b>		<b>\$ 8,588,582</b>	<b>\$ 8,704,796</b>	<b>\$ 7,088,794</b>	<b>\$ 8,272,738</b>	<b>\$ 8,075,026</b>

BALANCES		2010	2011	2012		2013
		Actual	Actual	Year to Date	Budget	Proposed
	Net Gain (Loss)	226,049	137,387	(35,051)	119,532	515,684
	Beginning Balance	609,454	960,292	1,097,679	1,097,679	1,217,211
	Prior Period Audit Adjustments	124,789	-	-	-	-
	Ending Balance	960,292	1,097,679	1,062,628	1,217,211	1,732,896
<b>Ending Balance as % of Expenditures</b>		<b>9.73%</b>	<b>12.61%</b>	<b>14.99%</b>	<b>14.71%</b>	<b>21.46%</b>

## E-911 FUND

REVENUES		2010 Actual	2011 Actual	2012		2013 Proposed
Department No	Revenue Source			Year to Date	Budget	
	E911 INCOME	305,005	313,746	208,366	256,000	215,000
	INTEREST	188	48	84	984	984
	<b>Total</b>	<b>\$ 305,193</b>	<b>\$ 313,794</b>	<b>\$ 208,450</b>	<b>\$ 256,984</b>	<b>\$ 215,984</b>

EXPENDITURES		2010 Actual	2011 Actual	2012		2013 Proposed
Department No				Year to Date	Budget	
	47 9-1-1-E	640,181	103,033	65,413	142,727	455,243
	<b>Total</b>	<b>\$ 640,181</b>	<b>\$ 103,033</b>	<b>\$ 65,413</b>	<b>\$ 142,727</b>	<b>\$ 455,243</b>

BALANCES		2010 Actual	2011 Actual	2012		2013 Proposed
				Year to Date	Budget	
	Net Gain (Loss)	(334,987)	210,762	143,037	114,257	(239,259)
	Beginning Balance	364,815	29,828	240,589	240,589	354,846
	Ending Balance	29,828	240,589	383,626	354,846	115,587
	<b>Ending Balance as % of Expenditures</b>	<b>4.66%</b>	<b>233.51%</b>	<b>586.47%</b>	<b>248.62%</b>	<b>25.39%</b>

## STORM WATER DRAINAGE

REVENUES		2010 Actual	2011 Actual	2012		2013 Proposed
Department No	Revenue Source			Year to Date	Budget	
0	Drainage Fee	1,079,539	1,261,640	1,003,189	1,260,000	1,260,000
0	Other Revenue	(27)	421	147	-	-
4	Grant Income	299,500	723,851	35,852	-	-
<b>Total</b>		<b>\$ 1,379,011</b>	<b>\$ 1,985,912</b>	<b>\$ 1,039,188</b>	<b>\$ 1,260,000</b>	<b>\$ 1,260,000</b>

EXPENDITURES		2010 Actual	2011 Actual	2012		2013 Proposed
Department No				Year to Date	Budget	
2	ADMINISTRATION	3,355	73,678	60	-	-
4	STORMWATER OPERATIONS	1,073,855	1,620,297	575,701	865,514	1,022,806
22	NON-DEPARTMENTAL	187,257	-	-	-	4,569
50	STORM WATER DEBT SERVICE	50,038	52,014	36,916	48,013	47,013
80	TRANSFERS OUT	42,000	42,000	42,000	42,000	42,000
<b>Total</b>		<b>\$ 1,356,505</b>	<b>\$ 1,787,989</b>	<b>\$ 654,677</b>	<b>\$ 955,527</b>	<b>\$ 1,116,388</b>

BALANCES		2010 Actual	2011 Actual	2012		2013 Proposed
				Year to Date	Budget	
	Net Gain (Loss)	22,506	197,923	384,511	304,473	143,612
	Beginning Balance	244,525	267,031	467,955	467,955	772,428
	Ending Balance	267,031	464,953	852,466	772,428	916,040
	Ending Balance as % of Expenditures	19.69%	26.00%	130.21%	80.84%	82.05%

# LANCASTER CITY COUNCIL

## Agenda Communication

September 10, 2012

---

Consider an ordinance of the City Council of the City of Lancaster, Texas levying ad valorem taxes for fiscal year 2012/2013 at \$0.8675 per one hundred dollars assessed valuation of all taxable property within the corporate limits to provide revenues for current expenses and interest and sinking fund requirements; providing due and delinquent dates; penalties and interest and providing a homestead exemption and disability exemption.

---

This request supports the City Council 2012-2013 Policy Agenda.

**Goal: Financially Sound City Government**

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### Background

State Truth-in-Taxation law, Local Government Code and the City Charter require that an ordinance levying the ad valorem taxes be read and a public hearing held at a regular or special meeting of the City Council prior to its final adoption. City Council conducted a public hearing at the August 27, 2012 regular meeting.

The total tax revenue will decrease from properties on the tax roll in the preceding tax year by 3.68% (percentage by which the tax rate will be lower than effective tax rate calculated under Chapter 26, Tax Code.) Individual taxes may decrease at a rate greater or lesser rate or even increase depending on the change in the taxable value of each property.

### Considerations

- **Operational** - A tax of eighty-six and seventy-five one thousandths cents (\$0.8675) on each one hundred dollars (\$100.) assessed value of taxable property to be apportioned and distributed as follows: \$0.6012 for the purpose of maintenance and operations, and \$0.2663 for interest and sinking fund requirements.
- **Legal** - The required notice, public hearing and vote are being held in accordance with state law and the City Charter. The ordinance was reviewed and approved as to form by the City Attorney.
- **Financial** - The proposed tax rate is to cover the cost of the maintenance and operations and interest and sinking fund requirements.

- **Public Information** - Public notices were published in the official City publication of record *Focus Daily News* on Friday, August 17, 2012 and information regarding the proposed tax rate is being made available in accordance with state law and the City Charter.

**Options/Alternatives**

1. Approve the ordinance as presented.

**Recommendation**

Staff recommends approval of the ordinance as presented.

**Attachments**

- Ordinance
- 

**Submitted by:**

Opal Mauldin Robertson, City Manager

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS LEVYING AD VALOREM TAXES FOR FISCAL YEAR 2012/2013 AT \$0.8675 PER ONE HUNDRED DOLLARS ASSESSED VALUATION OF ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS TO PROVIDE REVENUES FOR CURRENT MAINTENANCE AND OPERATION EXPENSES AND INTEREST AND SINKING FUND REQUIREMENTS; PROVIDING DUE AND DELINQUENT DATES; PENALTIES AND INTEREST; PROVIDING A HOMESTEAD EXEMPTION AND DISABILITY EXEMPTION; AND PROVIDING AN EFFECTIVE DATE.**

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

**SECTION 1.** There be and is hereby levied for the fiscal year 2012/2013 on all taxable property, real, personal and mixed, situated within the corporate limits of the City of Lancaster, Texas, and not exempt by the Constitution of the State and valid State laws, a tax of eighty-six and seventy-five one thousandths cents (\$0.8675) on each one hundred dollars (\$100.00) assessed value of taxable property, and shall be apportioned and distributed as follows: **\$0.6012 for the purpose of paying maintenance and operations, and defraying the expenses of current operations, and \$0.2663 for interest and sinking fund requirements of the municipal government of the City.**

**SECTION 2. THAT THIS TAX RATE WILL RAISE LESS TAXES FOR MAINTENANCE AND OPERATIONS AND INTEREST AND SINKING FUND REQUIREMENTS THAN LAST YEAR'S TAX RATE.**

**SECTION 3. THAT THE TAX REVENUE WILL DECREASE FROM PROPERTIES ON THE TAX ROLL IN THE PRECEDING TAX YEAR BY 3.68% (PERCENTAGE BY WHICH TAX RATE WILL BE LOWER THAN EFFECTIVE TAX RATE CALCULATED UNDER CHAPTER 26, TAX CODE.)**

**SECTION 4.** All ad valorem taxes shall become due and payable on October 1, 2012, and all ad valorem taxes for fiscal year 2012/2013 shall become delinquent after January 31, 2013. If any person fails to pay the ad valorem taxes on or before the 31st day of January 2013, the penalties and interest as set forth under Section 33.01 of the Texas State Property Tax Code shall apply.

**SECTION 5.** Taxes are payable to the Dallas County Tax assessor-collector, Records Building, Dallas, Texas, by contract dated November 12, 2001. The City shall have available all the rights and remedies provided by law for the enforcement of the collection of taxes levied under this ordinance.

**SECTION 6.** The tax rolls as presented to the City Council, together with any supplement thereto, be and the same are hereby approved.

**SECTION 7.** All delinquent taxes shall accrue interest at the rate of one percent (1%) per month, in addition to the penalties provided for herein. All taxes that remain delinquent on July 1st of the year in which they become delinquent shall incur an additional penalty to defray costs of collection, of an amount not to exceed 20% of the amount of taxes, penalty and interest due.

**SECTION 8.** In accordance with the Texas State Property Tax Code, and effective with the passage of the ordinance, there is hereby provided an exemption of \$30,000 on homestead property for those head-of-household persons who have attained the age of 65 years prior to January 1, 2012 and an exemption of \$30,000 on disability designations.

**SECTION 9.** This Ordinance shall become effective upon its adoption as the law in such cases provides.

**DULY PASSED** by the City Council of the City of Lancaster, Texas, on this the 10<sup>th</sup> day of September 2012.

**APPROVED:**

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

**ATTEST:**

\_\_\_\_\_  
Dolle K. Downe, City Secretary

**APPROVED AS TO FORM:**

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

# LANCASTER CITY COUNCIL

## Agenda Communication

September 10, 2012

---

**Discuss and consider a resolution of the City Council of the City of Lancaster, Texas, ratifying the budget for the fiscal year 2012-2013 that results in a decrease of revenues from property taxes than previous years.**

---

**This request supports the City Council 2012-2013 Policy Agenda.**

**Goal: Financially Sound City Government**

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### **Background**

As of September 1, 2007 several laws went into effect, including House Bill 3195 as passed by the 80th Legislature. This bill requires cities to post both their preliminary and adopted budgets on their website.

It also requires cities and counties that will be raising more revenue from property taxes than in the previous year, to have a separate vote of the governing body to ratify the tax increase reflected in the budget. The FY 2012/2013 budget and tax rate results in a decrease in revenues from property taxes compared to the previous year.

The legislation is specific and requires separate action by the City Council.

### **Considerations**

- **Operational** - Resolution and action must be approved for adoption of the fiscal year 2012/2013 budget.
- **Legal** - The motion and resolution have been prepared by the City Attorney.
- **Financial** - Not approving this resolution will have direct impact on staff's ability to implement the proposed budget.
- **Public Information** - All public notices and hearings were provided and published in accordance with state law.

### **Options/Alternatives**

1. Approve the resolution.

**Recommendation**

Staff recommends approval of the resolution with the following motion that is required by state law: *“Motion to approve a budget that will result in a decrease of revenue from property taxes than the previous year and to ratify a property tax revenue decrease reflected in said budget.”*

**Attachments**

- Resolution
- 

**Submitted by:**

Opal Mauldin Robertson, City Manager

**RESOLUTION NO. 2012-XX-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, RATIFYING THE BUDGET FOR THE FISCAL YEAR 2012-2013 THAT RESULTS IN A DECREASE OF REVENUES FROM PROPERTY TAXES THAN THE PREVIOUS YEARS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, following public notice duly posted and published in all things as required by law, a public hearing was held, by and before the City Council of the City of Lancaster, Texas the subject of which was the proposed budget for the City of Lancaster, Texas for Fiscal Year 2012-2013; and

**WHEREAS**, House Bill 3195, as adopted at the Regular Session of the 80<sup>th</sup> Legislature requires a separate vote on a budget that will require raising more revenue from property taxes than previous years.

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

**Section 1.** The City Council hereby ratifies, by a record vote, the adoption of a budget for Fiscal Year 2012-2013 which results in a decrease of revenues from property taxes than the previous years.

**Section 2.** This Resolution shall become effective immediately from and after its passage, as the law and charter in such cases provides.

**DULY PASSED** by the City Council of the City of Lancaster, Texas, on the 10<sup>th</sup> day of September 2012.

**APPROVED:**

\_\_\_\_\_  
MARCUS E. KNIGHT, MAYOR

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

# LANCASTER CITY COUNCIL

## Agenda Communication

September 10, 2012

Consider an ordinance of the City of Lancaster, Texas, establishing Civil Service classifications within the Police and Fire Departments; prescribing the number of positions in each classification; and providing an effective date.

This request supports the City Council 2012-2013 Policy Agenda.

**Goal: Financially Sound City Government**

### Background

Pursuant to Title 5, Chapter 143, of the Texas Local Government Code, the City Council must establish the civil service classifications in the Police and Fire Departments and the number of positions in each classification. The proposed ordinance is consistent with the staffing levels discussed in the proposed FY 2012-2013 budget.

The newly added fire marshal position requires special training and certification in both police and fire in order to conduct investigations and make arrests. Therefore, the fire marshal position is proposed in the fire prevention schedule at the rank and classification of battalion chief.

If the City Council approves the agenda item relating to staffing, then staff will present the below Fire classification structure to the Commission for its approval, pursuant to §143.021(a).

### Considerations

- **Operational** - The Fire Department staffing includes 56 sworn fire personnel. The Police Department staffing includes 53 sworn police personnel. The proposed classifications are as follows:

<u>Classification</u>	<b>FIRE PREVENTION</b>	<b>FIRE SUPPRESSION</b>
	Authorized <u>No. of Positions as of 2/1/2013</u>	Authorized <u>No. of Positions as of 10/1/2012</u>
Assistant Chief	0	1
Battalion Chief	1	3

Fire Captains	0	11
Fire Engineer	0	21
Fire Fighter	0	19
<hr/>	<hr/>	<hr/>
Total	1	55

		<b>POLICE</b>
		Authorized
		<u>No. of Positions as of</u>
<u>Classification</u>		<u>10/1/2012</u>
Assistant Chief		2
Police Lieutenant		6
Police Sergeant		7
Police Officer*		38
<hr/>		<hr/>
Total		53

*\*Three officer positions funded through a three year grant effective 10/1/2009.  
 A grant extension has been provided through 2015.*

- **Financial** - Funding is included in the Fire Department and Police Department Fiscal Year 2012-2013 Operating Budget.

**Recommendation**

Staff recommends approval of an ordinance authorizing all civil service classifications and the number of positions.

**Attachments**

- Ordinance

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**Submitted by:**  
 Dori Lee, Civil Service/Human Resources Director

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, ESTABLISHING CIVIL SERVICE CLASSIFICATION WITHIN THE POLICE AND FIRE DEPARTMENTS; PRESCRIBING THE NUMBER OF POSITIONS IN EACH CLASSIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Chapter 143 of the Texas Local Government Code, the City Council shall establish certain classifications and shall prescribe the number of positions in each of these classifications by ordinance; and

**WHEREAS**, the City Council has reviewed and approved a budget for the City for fiscal year beginning October 1, 2012 and ending September 30, 2013; and

**WHEREAS**, such budget contains a program of planned expenditures and for authorized positions within the police and fire departments, including programmed changes to the operations and human resources of those departments;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS;**

**SECTION 1.** That City Council hereby establishes the classifications and the number of authorized positions within each classification in the Fire Department, which shall read as follows:

<u>Classification</u>	<b>FIRE PREVENTION</b>	<b>FIRE SUPPRESSION</b>
	Authorized <u>No. of Positions as of</u> <u>2/1/2013</u>	Authorized <u>No. of Positions as of</u> <u>10/1/2012</u>
Assistant Chief	0	1
Fire Marshal/Battalion Chief	1	3
Fire Captains	0	11
Fire Engineer	0	21
Fire Fighter	0	19
Total	1	55

**SECTION 2.** That City Council hereby establishes the classifications and the number of authorized positions within each classification in the Police Department, which shall read as follows:

<u>Classification</u>	<b>POLICE</b> Authorized <u>No. of Positions as of</u> <u>10/1/2012</u>
Assistant Chief	2
Police Lieutenant	6
Police Sergeant	7
Police Officer*	38
<hr/> Total	<hr/> 53

*\*Three officer positions funded through a three year grant effective 10/1/2009. A grant extension has been provided through 2015.*

**SECTION 3 Severability:** If any provision, section, clause, sentence, or phrase of this ordinance is for any reason held to be unconstitutional, void, invalid, or un-enforced, the validity of the remainder of this ordinance or its application shall not be affected, it being the intent of the City Council in adopting and of the Mayor in approving this ordinance that no portion, provision, or regulation contained herein shall become inoperative or fail by way of reasons of any unconstitutionality or invalidity of any other portion, provision, or regulation.

**SECTION 4. Repealer:** That all other ordinances, section, or parts of ordinances heretofore adopted by the City of Lancaster in conflict with the provisions set out above in this ordinance are hereby repealed or amended as indicated.

**SECTION 5.** This ordinance shall take effect on October 1, 2012.

**DULY PASSED** and approved by the City Council of the City of Lancaster, Texas, on this the 10<sup>th</sup> day of September 2012.

**APPROVED:**

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

**ATTEST:**

\_\_\_\_\_  
Dolle K. Downe, City Secretary

**APPROVED AS TO FORM:**

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

# LANCASTER CITY COUNCIL

## Agenda Communication

September 10, 2012

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### Discuss and consider a resolution approving a Consumer Price Index (CPI) rate increase request by Republic (Allied) Waste Service.

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This request supports the City Council 2012-2013 Policy Agenda.

**Goal:** Financially Sound City Government

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#### **Background**

On December 14, 2009, the City of Lancaster amended the February 19, 2001 contract, as amended December 12, 2005, with Allied Waste Services to provide refuse, recyclable materials, bulk and brush collection within the City.

In the contract, Section 14.02, Modification of Rates, allows Allied Waste to petition the City for an increase or decrease in the rates, based on the annual Consumer Price Index. A copy of Allied Waste's rate increase request and a copy of the contract provision for modifications to rates are attached for review. On September 12, 2011, City Council approved Allied Waste's CPI rate increase and amended garbage collection rates to reflect the increased fee. This year staff proposes this cost of living increase be absorbed by the City and not passed on to utility customers.

At the August 27, 2012 meeting Council tabled this item and directed staff to submit a formal request to Republic (Allied) Waste Service requesting a waiver of the rate increase. Attached is a copy of the request. Republic (Allied) Waste Service has not formally responded to the request; however, a representative will attend the meeting.

#### **Considerations**

**Operational** - Council is being asked to consider authorizing the CPI rate adjustment as allowed by contract with no change in service. This cost of living increase can be absorbed by the City from revenues and fund balance.

**Legal** - This rate increase is allowed by contract as approved by City Council December 12, 2005 and subsequently authorized per contract in 2009.

**Financial** - Allied Waste submitted a request for a rate increase based on the Consumer Price Index (CPI) for 2012. The Consumer Price Index for the Dallas area indicates an increase of 1.28% over the last twelve months. Per the contract, the trash hauling rate is 70% of the base rate to the customer. The new residential rate to the City will be \$13.96, a \$0.12 increase over the current residential rate of \$13.84. The \$2.50 administrative processing fee remains

the same. Commercial hand-collect accounts increase \$0.16 from \$17.96 to \$18.12. Commercial/industrial rates increase as detailed on the attached rate sheet and include a 10% franchise fee. The new cart rate to the City will be \$7.26 for the second cart and \$10.38 for the third and up cart. The customer rate for additional carts will remain the same as set effective October 1, 2010, at \$10.00 for the second cart, \$15.00 for the third cart and \$20.00 for the fourth cart.

**Public Information** - There are no public notice requirements.

### **Options/Alternatives**

1. City Council may adopt the resolution authorizing the CPI rate adjustment as presented.
2. City Council may reject the resolution.

### **Recommendation**

Staff recommends approval of the CPI rate adjustment as authorized by contract without increase to utility customers. If the request is approved by Council, the effective date is October 1, 2012.

### **Attachments**

- Resolution with Exhibit "A", Republic's (Allied Waste) Rate Schedule to City
- Republic's (Allied Waste) Request for Modification to Rates
- Section 14.02, Modification to Rates, of existing contract
- Letter to Republic (Allied Waste) Waste Service

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### **Submitted by:**

Opal Mauldin Robertson, City Manager

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING A CONSUMER PRICE INDEX (CPI) RATE INCREASE REQUEST BY ALLIED WASTE SERVICES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** Section 14.02, Modification to Rates, of the February 19, 2001 contract, as amended December 12, 2005 and December 14, 2009, with Allied Waste Services provides for consideration of rate adjustments based on the Consumer Price Index; and

**WHEREAS,** the Lancaster City Council has determined that the requested rates meet the guidelines of the contract; and

**WHEREAS,** the Lancaster City Council has determined the rate increase to be a necessary cost of providing refuse and recyclable materials collection within the City;

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

Section 1. The contract with Allied Waste Services dated February 19, 2001, as amended, is hereby amended with new rates charged to the City of Lancaster effective October 1, 2012, which is attached hereto and incorporated herein as Exhibit A.

Section 2. This Resolution shall take effect immediately from and after its adoption with the new rates charged to the City of Lancaster effective October 1, 2012 and it is so resolved.

**DULY PASSED** and approved by the City Council of the City of Lancaster, Texas, on this the 10<sup>th</sup> day of September 2012.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Dolle K. Downe, City Secretary

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

**APPROVED AS TO FORM:**

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



City of Lancaster  
OFFICE OF THE CITY MANAGER

211 N. Henry St. \* Lancaster, TX 75146 \* 972.218.1302 \* 972.275.0917 FAX  
www.lancaster-tx.com



August 28, 2012

Mr. Rick Bernas  
Operations Manager  
Allied Waster Services  
1450 E. Cleveland Street  
Hutchins, Texas 75141

Dear Mr. Bernas:

On Monday, August 27, 2012, Lancaster City Council met in regular session to consider the August 17, 2012 request for Modification to Rates pursuant to Section 14.02 of the February 2001 contract as amended December 2005 and 2009.

As a result of concerns regarding the delay in bulk/brush collection in June 2012 and the cost of the increase, City Council tabled consideration of the request until the September 10, 2012 meeting. Lancaster City Council is requesting Allied Waste Services to reconsider the August 17, 2012 request for modification to rates.

Please accept this letter as an official request to rescind the August 17, 2012 request for modification to rates. If you have any specific questions or concerns, please feel free to contact me. I look forward to hearing from you soon.

Sincerely,

Opal Mauldin Robertson  
City Manager

C: Mayor and City Council  
Brenda Lalonde, Allied Waste Services

**ADDENDUM TO  
SOLID WASTE COLLECTION AND DISPOSAL  
RECYCLABLE MATERIALS COLLECTION CONTRACT**

THIS ADDENDUM (the "Addendum") is made this 1st day of October, 2011, between the City of Lancaster, Texas, a municipal corporation of Dallas County, Texas (the "City") and Allied Waste Systems, Inc., formerly Trinity Waste Services ("Contractor").

**RECITALS**

A. The City and Contractor are parties to that certain Solid Waste Collection and Disposal Recyclable Materials Collection Contract, dated February 19, 2001, as amended by that certain Addendum to Solid Waste Collection and Disposal Recyclable Materials Collection Contract, dated December 12, 2005 (as amended, the "Agreement").

B. The City and Contractor desire to amend the Agreement to modify certain terms of the Agreement, in accordance with, and subject to, the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**AGREEMENT**

1. Defined Terms. Capitalized terms used in this Addendum and not defined herein have the meaning given such terms in the Agreement. In the event of any inconsistency between the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall govern and control.

2. Term. The term of the Agreement is extended for an additional 5-year term, terminating on December 31, 2015. The term may be extended for one additional 5-year renewal option pending agreement of both parties. Should either the City or Contractor elect not to renew and extend the Agreement for an additional 5-year period, notice must be given by certified mail (return receipt requested) to the other party in writing not less than 180 days prior to the expiration of the Agreement.

3. Rates. Attachment A to the Agreement setting forth the rate schedule is hereby amended in its entirety and replaced with Attachment A attached to this Addendum. These rates shall be effective as of October 1, 2011, and shall be subject to such adjustments as set forth in the Agreement.

4. Full Force and Effect; Counterparts. The Agreement shall remain in full force and effect in accordance with its terms and provisions except as modified by this Addendum. This Addendum shall be binding on the parties hereto and their respective successors and assigns. This Addendum may be executed in one or more counterparts, all counterparts shall be valid and binding on the party executing them, and all counterparts shall together constitute one and the same document for all purposes. This Addendum may be executed and delivered by facsimile signature for execution on the part of one or more parties hereto and upon one party

sending via facsimile to another party a facsimile copy of a signature page showing the sending party's execution or signature, the sending party shall be bound by such signature or execution.

IN WITNESS WHEREOF, the undersigned have entered this Addendum effective as of the day and year first above written.

**CITY OF LANCASTER, TEXAS**

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**ALLIED WASTE SYSTEMS, INC.**

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**ATTACHMENT A**

**CITY OF LANCASTER**

**RATE SCHEDULE**

**EFFECTIVE OCTOBER 1, 2011**

**I. Residential** **\$ 13.84**  
 Once weekly refuse collection/disposal  
 Every other month brush/bulk item collection  
 Once weekly recycling collection/processing  
 Recycle Bank Incentive Program

Extra cart 2nd **\$ 7.20**  
cart  
 3rd Cart and **\$ 10.29**  
 up

**II. Commercial Hand Collect** **\$ 17.96**  
 Once weekly refuse collection/disposal

**III. Commercial Containers** With 10% Franchise Fee

Size	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK	EXTRA
<b>2YD</b>	\$64.04	\$118.50	\$164.83	\$204.20	\$237.66	\$266.17	\$27.44
<b>3YD</b>	\$73.24	\$135.51	\$188.49	\$233.55	\$271.83	\$304.47	\$41.17
<b>4YD</b>	\$91.56	\$169.46	\$235.65	\$292.00	\$339.91	\$380.66	\$54.89
<b>6YD</b>	\$109.96	\$203.47	\$283.01	\$350.71	\$408.27	\$457.29	\$68.60
<b>8YD</b>	\$137.48	\$254.39	\$353.89	\$438.51	\$510.49	\$571.77	\$82.32

# LANCASTER CITY COUNCIL

## Agenda Communication

September 10, 2012

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**Discuss and consider annual appointments to City of Lancaster boards and commissions.**

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This request supports the City Council 2012-2013 Policy Agenda.

**Goal: Civic Engagement**

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### **Background**

In preparation for annual appointments to City boards and commissions, an article soliciting applications ran in the Summer issue of the *Lancaster Connection*, which was mailed to all Lancaster households on July 20. In addition, board and commission applications were solicited through the City's website, in weekly *Lancaster Live* emails, on the City's electronic message board, and through a letter sent to the Civic Leadership Academy graduates. A total of twelve applications were received.

On August 21, City Council conducted interviews in preparation for appointments.

An appointment worksheet is attached to facilitate nominations to fill vacancies. The worksheet outlines vacancies and notes current members desiring reappointment. Following the appointment worksheet you will find:

- Spreadsheet of all applicants (indicates board preferences and applicants interviewed)
- 2012 Expiring Terms and Vacancies Recap
- Applications (alphabetical)

### **Considerations**

Vacancies may be filled through any combination of reappointment of existing members or appointment of new applicants and alternates. Appointments for regular members are for a two-year term unless filling an unexpired term. Alternates are appointed for a one-year term.

### **Animal Shelter Advisory Board**

Please note that there are state requirements for appointment to the Animal Shelter Advisory Board. Under Section 823.005 of the Texas Health and Safety Code, a municipality in which an animal shelter is located is required to appoint an advisory committee to assist in complying with state requirements.



**Recommendation**

Board and Commission appointments are solely at Council's pleasure.

**Attachments**

- 2012 Appointment Worksheet
  - Spreadsheet of all applicants (alphabetically with board/commission preferences)
  - 2012 Expiring Terms and Vacancies Recap
  - Applications (alphabetical order)
- 

**Submitted by:**

Dolle K. Downe, City Secretary



**Worksheet  
Board & Commission Appointments  
September 10, 2012**

**Planning and Zoning Commission – 2 regular positions**

**Desiring Reappt. / Notes**

1. \_\_\_\_\_
2. \_\_\_\_\_

Quinnie Wright

**Airport Advisory Board – 3 regular positions; 1 alternate**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_ (alternate)

Keith Hutchinson  
Dr. Charles Waldrop, Jr.  
Andy Mungenast  
Chris Chatmon

**Property Standards & Appeals Board – 3 regular positions; 1 alternate**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_ (alternate)

Sue Wyrick  
Richard Wilson  
Carolyn Morris

**Parks & Recreation Advisory/**

**Recreational Development Board – 4 regular positions; 1 alternate**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_ (alternate)

Jerry Giles  
Cecelia Rutherford  
Willene Watson  
Spencer Hervey  
Donald May

**Worksheet (Cont'd)**  
**Board & Commission Appointments**  
**September 10, 2012**

**Desiring Reappt. / Notes**

**Library Advisory Board – 4 regular positions, 1 alternate**

- |                      |                |
|----------------------|----------------|
| 1. _____             | Sarah Barker   |
| 2. _____             | Laurie Telfair |
| 3. _____             |                |
| 4. _____             |                |
| 5. _____ (alternate) | vacant         |

**Animal Shelter Advisory Committee – 3 regular positions, 1 alternate**

- |                      |                      |
|----------------------|----------------------|
| 1. _____             | Larry King*          |
| 2. _____             | Thomas Hail*         |
| 3. _____             | Dr. Alleice Summers* |
| 4. _____ (alternate) | Barbara Weatherspoon |

\*fills state requirement

**Zoning Board of Adjustment (Mayor appoints; Council confirms)**

- |                      |                        |
|----------------------|------------------------|
| 1. _____             |                        |
| 2. _____             |                        |
| 3. _____ (alternate) | Rebecca Torres-Swanson |

*Notes:*

1. Historic Landmark Preservation Committee – P & Z appoints; Council confirms
2. Civil Service Commission – City Manager appoints; Council confirms
3. Youth Advisory Committee appointments by City Manager or her designee
4. Economic Development Corp. (3 year terms) no expiring positions in 2012

## Boards and Commissions Applicants August 2012



Applicants	Airport	PSAB	HLPC	Library	ZBA	LEDC	P&Z	Parks/4B	Animal SAB	Comments
Browning, LaToya				1				2	3	<i>Interviewed</i>
Burk, Carol							1			<i>Interviewed</i>
Clewis, Daryle						2	1			
Jaglowski, Stacey				2					1	<i>Interviewed</i>
Jones, Bettie J.								1		<i>Interviewed</i>
Lee, Donna				1		3	2			<i>Interviewed</i>
McCauley, Jack					3	1		2		
Nichols, Roosevelt							1			<i>Interviewed</i>
Robinson, Genevieve	1						3	2		<i>Interviewed</i>
Smith, Arlandre R.	3			1				2		<i>Interviewed</i>
Weeks, Donald J.					2		1			
Wilson, Doniele		2				1				<i>Interviewed</i>



## Boards and Commissions Interview Schedule August 21, 2012



Times	Boards/Commissions Applicants	Present	Absent	Comments
6:00	Donna Lee			
6:00	Genevieve Robinson			
6:05	Jack McCauley			
6:10	Stacey Jaglowski			
6:15	Arlandre R. Smith			
6:20	Doniele Wilson			
6:25	Betty Jones			
6:30	LaToya Browning			
6:35				
6:40	Roosevelt Nichols			
6:45	Carol Burk			

*Board & Commissions*

*Desire  
reappointment*

*AIRPORT ADVISORY BOARD*

*Dr.*

<i>Andy</i>	<i>Mungenast</i>	<i>Y</i>
<i>Charles</i>	<i>Waldrop, Jr.</i>	<i>Y</i>
<i>Keith</i>	<i>Hutchinson</i>	<i>Y</i>
<i>Chris</i>	<i>Chatmon</i>	<i>Y</i>

*CIVIL SERVICE COMMISSION*

<i>Will</i>	<i>Armstead</i>	<i>N</i>
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*HISTORIC LANDMARK PRESERVATION COMMITTEE*

<i>Carolyn</i>	<i>Miller</i>	<i>N</i>
<i>Dee</i>	<i>Hinkle</i>	<i>Y</i>
<i>Patricia</i>	<i>Siegfried-Giles</i>	<i>Y</i>

*PROPERTY STANDARDS AND APPEALS BOARD*

<i>Carlton</i>	<i>Terry</i>	<i>Wrong #</i>
<i>Richard</i>	<i>Wilson</i>	<i>Y</i>
<i>Sue</i>	<i>Wyrick</i>	<i>Y</i>
<i>Carolyn</i>	<i>Morris</i>	<i>Y</i>

*LANCASTER ECONOMIC DEVELOPMENT CORP. BOARD (4A)*

*PARKS & RECREATION ADVISORY BOARD*

*LANCASTER RECREATIONAL DEVELOPMENT CORP. (4B)*

<i>Willene</i>	<i>Watson</i>	<i>Y</i>
<i>Cecelia</i>	<i>Rutherford</i>	<i>Y</i>
<i>Spencer</i>	<i>Hervey</i>	<i>Y</i>
<i>Jerry W.</i>	<i>Giles</i>	<i>Y</i>
<i>Donald R.</i>	<i>May</i>	<i>Y</i>

*LIBRARY ADVISORY BOARD*

<i>Sarah</i>	<i>Barber</i>	<i>Y</i>
<i>Sian</i>	<i>Whitfield</i>	<i>N</i>
<i>Lana</i>	<i>Filgo</i>	<i>N</i>
<i>Laurie</i>	<i>Telfair</i>	<i>Y</i>
	<i>Vacant</i>	

*PLANNING AND ZONING COMMISSION*

<i>Quinnie</i>	<i>Wright</i>	<i>Y</i>
<i>Mary Jane</i>	<i>Colton</i>	<i>N</i>

ZONING BOARD OF ADJUSTMENT

Sharon	Brooks	N
Keith	Burnett	
Rebecca	Torres-Swanson	Y

ANIMAL SHELTER ADVISORY COMMITTEE

Dr.

Alleice	Summers	Y
Larry	King	Y
Thomas	Hail	Y
Barbara	Weatherspoon	Y

YOUTH ADVISORY COMMITTEE

Cameron	Adger
Amber	Arnick
Caleb	Bonds
Tiana	Cherry
Brittany	Fowler
Jennifer	James
Brittney	Mayes
Jarius	Sowells
Teressa	Waits
Liberti	Zimmerman

**KEY:**

**Y: Desire Reappointment**

**N: Do not wish to be reappointed**



City of Lancaster, Texas  
Boards and Commissions  
Application



Name: Latoya Browning Date: 7-25-12  
Address: 216 River Oaks DR Zip: 75146  
Home Phone: ~~(972) 881-7125~~ Work/Cell Phone: 214 531-5047  
Email Address: latoya.04.1b@gmail.com Length of residency: Months  
Occupation: \_\_\_\_\_

Please list the Boards/Commissions/Corporations you wish to serve on in order of preference.

- Library Advisory Board
- Parks and Recreation Board
- Animal Shelter

Have you ever served as a member of any Lancaster boards, commissions, or committees?

YES

NO

List any particular qualifications you feel would be beneficial to serving on any particular board or commission. You may also attach additional sheets as well as a resume.

I love to be involved in the community. I want to  
give back. I believe we all have a voice  
and I want to share mine

To be an effective member of a Board or Commission, you must be willing to attend and participate in all scheduled meetings.

**For consideration during the annual appointment process, please submit your application by August 13, 2012.**

**Applications are always welcome as vacancies may occur throughout the year.**

Signature [Signature] Date 7-25-12

Please return your completed application to the City Secretary's Office at 211 N. Henry St., or mail to P. O. Box 940, Lancaster, TX 75146 or fax to 972-218-1399.

Received by: A.A Office Use Only Date: \_\_\_\_\_



City of Lancaster, Texas  
Boards and Commissions  
Application



Name: CAROL BURK Date: 8-13-12  
Address: P.O. Box 98 / Zip: 75146  
Home Phone: 972 227 1382 Work/Cell Phone: \_\_\_\_\_  
Email Address: csbraunburk@msn.com Length of residency: life  
Occupation: self employed

Please list the Boards/Commissions/Corporations you wish to serve on in order of preference.

- 1. Planning & Zoning
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

Have you ever served as a member of any Lancaster boards, commissions, or committees?  
 YES  NO

List any particular qualifications you feel would be beneficial to serving on any particular board or commission. You may also attach additional sheets as well as a resume.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To be an effective member of a Board or Commission, you must be willing to attend and participate in all scheduled meetings.

For consideration during the annual appointment process, please submit your application by August 13, 2012.

Applications are always welcome as vacancies may occur throughout the year.

Signature Carol Burk Date 8-13-12

Please return your completed application to the City Secretary's Office at 211 N. Henry St., or mail to P. O. Box 940, Lancaster, TX 75146 or fax to 972-218-1399.

Received by: \_\_\_\_\_ Office Use Only  
Date: \_\_\_\_\_

## **Carol Strain-Burk**

Box 98 <> Lancaster, Texas 75146

Phone: (972)227-1382 <> Cell: (214) 957-9666 <> Email: [cstrainburk@msn.com](mailto:cstrainburk@msn.com)

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### **PROFESSIONAL PROFILE**

Excellent foundational skills gleaned from 26 years on the job experience organizing small to large projects. The ability to grasp complex operations, able to develop and implement plans, good communication skills, able to take projects from concept to reality. Has achieved and fosters the respect of co-workers and builds trust and rapport easily. Ability to be a team member or leader creating a successful outcome for projects or plans. Knowledgeable of the Dallas Ft. Worth Metroplex including professional connections within the areas political organizations and related transportation groups.

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### **Professional Experience**

#### **State Fair of Texas (attendance 3M)**

1975 – Present

The State Fair of Texas was begun in 1886 and continues as one of the premier family events each fall. The attendance has grown to an estimated 3Million guest during a 24 day span attended state wide, nationally and internationally. My first job at the Fair was in a coupon booth and then moving into the Operations Department where my dispatch skills were honed by handling all of the radio transmission for various maintenance areas with additional responsibilities managing inventories and facilitating specific major projects in the park.

By 1982 I was selected to work and develop the Information Service Area for the Public Relation Department. My first major project was to coordinate a historical exhibit in a newly refurbished Info Building and the rest of my seasonal career has developed as a major portion in the yearly Public Communication success.

- Work directly with Public Relations as supervisor of Information Services
- Hire, schedule and supervise approximately 40 employees
- Develop collateral material for Information Services and award programs
- Developed Customer Service Program TEX TEAM
- Present yearly customer service and safety program to approximately 2000 employees
- Develop and manage Mystery Shopper Program
- Developed and manage TEX TEAM Award Program during State Fair for employee recognition
- Manage 10 Information Booth locations
- Supervise Guest Relations, Will Call Booth, Information Phone Bank
- Available as support for Public Relation Media Relations
- On call for as needed special project for President of the State Fair of Texas

**Destination Management Companies  
Transportation Companies**

1996- Present

Dispatcher and contract work for the following DMC

PRA	USA Hosts
Ultimate Ventures	Outstanding Productions
Fun Factory	ALT Worldwide
360 Limo	Savoya
American Transfer & Tours	Gaylor Texan
Carey International	Wynne Transportation
CMAC	PGI

Responsibilities are at all levels of expertise to facilitate the successful outcome for visitors to an event or location. These include but are not limited to: Lead Dispatcher for arrival at the airport, shuttles at various locations, transfers for various events, departures, working as a greeter/coordinator for large and small events. I have the respect of my peers for my leadership ability to facilitate an event and foster a rapport with all parties involved.

**Kaleidoscope (DMC) & PGI-**

1988- 1996

- Lead dispatcher for conventions shuttles from Hotel to DCC and return. Special event shuttles and Tours within shuttle.
- Lead dispatcher for airport transfers.
- A few of the major events: Republican National Convention - Houston  
American Heart, Elk, Ophthalmologist, Maritz major meetings and major Pharmaceutical Meetings-
- Lead transportation person for programs in Austin, Houston, San Antonio

**Greyhound Lines, Inc. – Dallas**1987-1990

- Contracted Supervisor for Info Services in Terminal during acquisition of Trailways Inc. by Greyhound Lines, Inc.
- Contracted to organize and develop Information Services in Dallas Terminal Holiday Season 1987 and 1988.
- 1989-1990 : Worked Greyhound Lines Inc. dispatch coordinating Schedules needs in terminal with dispatch.

**Trailways Inc.**

1985-1987

- Contract Supervisor for charter Shuttles

**Kim Dawson Agency ( Commercial Talent)**

1980 – 1996

- Worked as Commercial Print Model and Talent
- KD Studio – Completed related classes
- Apparel Mart – Worked in various show rooms

## **City of Lancaster**

1999-2010

- City Councilmember 10.5 years District 1
  - Mayor Pro Tem 6 years
  - North Texas Council of Government voting delegate 6 years
  - Community projects leadership role
    - Spearheaded development of 211 acre Nature Park for Community
    - Planted 128 trees throughout the city
    - Developed and facilitated 7 meeting attended by elected officials and citizens in the Dallas Metroplex
    - Major supporter of Regional Rail and alternative transportation for city
    - Spearheaded New Urban development award winning "Mills Branch Overlay"
- 

## **Professional Organizations**

- Farm Service Agency - Vice Chair elected
- Vision North Texas Advisory Committee
- Congress of New Urbanism - North Texas
- Texas Downtown Association
- Leadership Southwest 2006
- Dallas Ft. Worth Tour Guide Association
- Connemara Land Trust Advisory Board

## **Awards**

- National Historic Trust - Restoration Award
- Sherwin Williams - Restoration Award
- Dallas County Historic Commission - Restoration Award
- Community Builder Award - Lancaster Masonic Lodge

## **Appointments**

- Southern Gateway Policy Study Highway 67 South and I-35
- Loop 9 Task Force committee
- Mayor Pro Tem 6 years

## **Civic Organizations**

- DAR - Daughters of the American Revolution, Pleasant Run Chapter
- Lancaster Historical Society - Treasurer 7 years
- Historic Train Depot Rental Agent - maintain Rose Garden
- Eastside Acres and Historic Neighborhood Associations
- Lancaster Cemetery Board - Secretary
- Friends of the Lancaster Veterans Memorial Library
- Lancaster Chamber of Commerce

### **Promote Positive Image for Lancaster**

- Co-sponsored and supported Strain Farmstead Tours and Educational Programs 5 years
- Personally funded or facilitated planting of **128 TREES** in city of Lancaster
  - Rocky Crest/ Pleasant Run/ Lancaster Hutchins Road/ Pecan Street/ Meadowlark Park
- Co-chaired Lancaster Legacy and Legends at Old Red Museum - Dallas 2009
- Sponsor - Heritage Foundation Tour of Homes
- Sponsor - Back the Blue Dinner
- Sponsor - Lancaster Outreach Center
- Sponsor- Dinner In the Rose Garden
- Nationally recognized Historic Preservationist
- 2006 - Donated Development Rights to 121 Acres to create an environmental protection zone for Historical District from intense industrial development to east
- Connemara Land Trust Advisory Board
- Facilitated the following local meetings:
  - Southern Region Vision North Texas
  - Growing Greener
  - Growing with Grace
  - Regional Rail Presentation
  - PID and TIF Presentation Historic District
  - Bear Creek Nature Park Clean up with TXU volunteers
  - Smart Growth that Pays

### **Agricultural Interests**

- Manage small family farm day to day operation
- Member Brangus Association
- Elected to County Committee for Farm Service Agency representing local farmers interest for Dallas County

### **Educational Background**

- Associate Degree Tyler Junior College
- University of North Texas BS in Education

**Arenas, Angie**

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**From:** support@civicplus.com  
**Sent:** Monday, August 13, 2012 10:10 AM  
**To:** Arenas, Angie  
**Subject:** Online Form Submittal: Boards and Commissions Application

If you are having problems viewing this HTML email, click to view a [Text version](#).

**Boards and Commissions Application**

Name\*  
Date\*  
Address\*  
Zip Code\*  
Home Phone  
Work/Cell Phone  
Email Address\*  
Length of residency  
Occupation  
Please List the Boards/Commissions/Corporations you wish to serve on in order of preference

- 1.\*
- 2.\*
- 3.

Have you ever served as a member of any Lancaster boards, commissions, or committees?\* Yes

List any particular qualifications you feel would be beneficial to serving on any particular board or commission. You may also attach additional sheets as well as a resume. \*

Resume

Convert  
(GIF, JPG,  
DOC, DC  
TXT)

To be an effective member of Board or Commission you must be willing to attend and participate in all scheduled meetings. \* Agreed .

\* indicates required fields.

The following form was submitted via your website: Boards and Commissions Application

Name: Daryle W. Clewis

Date: 8/13/2013

Address: 1421 Sunny Meadow Drive

Zip Code: 75134

Home Phone: 972.218.5320

Work/Cell Phone: 469.285.6911

Email Address: dw.clewis@sbcglobal.net

Length of residency:

Occupation:

Please List the Boards/Commissions/Corporations you wish to serve on in order of preference:

1.: PLANNING AND ZONING COMMISSION

2.: ECONOMIC DEVELOPMENT

3.:

Have you ever served as a member of any Lancaster boards, commissions, or committees?: No

List any particular qualifications you feel would be beneficial to serving on any particular board or commission. You may also attach additional sheets as well as a resume. : Common Sense

Resume: No file was uploaded

To be an effective member of Board or Commission you must be willing to attend and participate in all scheduled meetings. : Agreed

Additional Information:

Form submitted on: 8/13/2012 10:10:19 AM

Submitted from IP Address: 70.242.127.117

Referrer Page: <http://www.lancaster-tx.com/CivicAlerts.aspx?AID=42>

Form Address: <http://lancaster-tx.com/Forms.aspx?FID=89>

Click [here](#) to report this email as spam.



City of Lancaster, Texas  
Boards and Commissions  
Application



Name: Stacey Jaglowski Date: June 25<sup>th</sup>, 2012  
 Address: 112 Cayman Drive Zip: 75146  
 Home Phone: N/A Work/Cell Phone: 214-287-6634  
 Email Address: Patexans36@yahoo.com length of residency: 8.5 years  
 Occupation: Food Service

Please list the Boards/Commissions/Corporations you wish to serve on in order of preference.

1. Animal Shelter Advisory Committee
2. Library Advisory Board
3. Property Standards & Appeals Board *no per Stacey*

Have you ever served as a member of any Lancaster boards, commissions, or committees?

YES

NO

List any particular qualifications you feel would be beneficial to serving on any particular board or commission. You may also attach additional sheets as well as a resume.

I AM A CURRENT MEMBER OF THE HUMANE SOCIETY OF THE U.S., & THE WORLD SOCIETY OF THE PROTECTION OF ANIMALS (WSPA) I FEEL THAT I AM SOMEWHAT QUALIFIED TO OFFER KNOWLEDGE & ASSISTANCE TO THIS BOARD.

*To be an effective member of a Board or Commission, you must be willing to attend and participate in all scheduled meetings.*

For consideration during the annual appointment process, please submit your application by August 13, 2012.

Applications are always welcome as vacancies may occur throughout the year.

Signature Stacey Jaglowski Date June 25<sup>th</sup>, 2012

Please return your completed application to the City Secretary's Office at 211 N. Henry St., or mail to P. O. Box 940, Lancaster, TX 75146 or fax to 972-218-1399.

Received by: <u>ddawne</u>	Office Use Only Date: <u>6-25-12</u>
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City of Lancaster, Texas  
Boards and Commissions  
Application



Name: Bettie J. Jones Date: 07-16-2012  
 Address: 2531 W Pleasant Run # 34103 Zip: 75146  
 Home Phone: (972) 228-9441 Work/Cell Phone: NA  
 Email Address: BettieJat@sbcglobal.net Length of residency: 8 yrs  
 Occupation: Retired

Please list the Boards/Commissions/Corporations you wish to serve on in order of preference.

1. Parks + Recreation Advisory Board
2. \_\_\_\_\_
3. \_\_\_\_\_

Have you ever served as a member of any Lancaster boards, commissions, or committees?

YES

NO

List any particular qualifications you feel would be beneficial to serving on any particular board or commission. You may also attach additional sheets as well as a resume.

Retired DISD Teacher, member of the Lancaster Senior Center, Former participate in the Civic Leadership Academy, was previously asked to consider being on this board.

To be an effective member of a Board or Commission, you must be willing to attend and participate in all scheduled meetings.

For consideration during the annual appointment process, please submit your application by August 13, 2012.

Applications are always welcome as vacancies may occur throughout the year.

Signature Bettie J. Jones Date 07-16-2012

Please return your completed application to the City Secretary's Office at 211 N. Henry St., or mail to P. O. Box 940, Lancaster, TX 75146 or fax to 972-218-1399.

Received by: \_\_\_\_\_ Office Use Only RECEIVED JUL 17 2012  
 Date: \_\_\_\_\_

# Boards and Commissions



## City of Lancaster, Texas Boards and Commissions Application



Name: DONNA Lee Date: 8/3/12  
 Address: 527 E. Reindeer Rd., Lancaster, TX Zip: 75146  
 Home Phone: — Work/Cell Phone: 210-264-2770  
 Email Address: carolinadetta2@yahoo.com Length of residency: < 1 yr.  
 Occupation: retired

Please list the Boards/Commissions/Corporations you wish to serve on in order of preference.

1. Library Advisory Board
2. Planning and Zoning Commission
3. Lancaster Economic Development Corp.

Have you ever served as a member of any Lancaster boards, commissions, or committees?  
 YES  NO

List any particular qualifications you feel would be beneficial to serving on any particular board or commission. You may also attach additional sheets as well as a resume.

Retired city government employee with 2 yrs experience  
with Small Business Outreach Prgm (Economic Dev. Dept.) and  
several years of experience with Code Enforcement to include  
zoning enforcement.

To be an effective member of a Board or Commission, you must be willing to attend and participate in all scheduled meetings.

**For consideration during the annual appointment process, please submit your application by August 13, 2012.**

Applications are always welcome as vacancies may occur throughout the year.

Signature Donna Lee Date 8/3/12

Please return your completed application to the City Secretary's Office at 211 N. Henry St., or mail to P. O. Box 940, Lancaster, TX 75146 or fax to 972-218-1399.

Received by: <u>A.A.</u>	Office Use Only Date: _____	RECEIVED AUG 08 2012	150
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**City of Lancaster, Texas  
Boards and Commissions  
Application**



Name: JACK MCCAULEY Date: 07/09/2012  
 Address: 1234 OAKBLUFF DR, LANCASTER, TX Zip: 75146  
 Home Phone: 972-227-1429 Work/Cell Phone: \_\_\_\_\_  
 Email Address: JACK.MCCAULEY@ATT.NET Length of residency: 34 YEARS  
 Occupation: RETIRED AT&T AREA MANAGER

Please list the Boards/Commissions/Corporations you wish to serve on in order of preference.

1. ECONOMIC DEVELOPMENT CORP. (A)
2. PARKS & RECREATION ADVISORY BOARD REC. DEV. CORP (B)
3. ZONING BOARD OF ADJUSTMENT

Have you ever served as a member of any Lancaster boards, commissions, or committees?

YES

NO

List any particular qualifications you feel would be beneficial to serving on any particular board or commission. You may also attach additional sheets as well as a resume.

PROFICIENT TYPIST, MICROSOFT WORD & EXCEL AND EXPERIENCED  
COMMUNICATIONS MANAGER.

*To be an effective member of a Board or Commission, you must be willing to attend and participate in all scheduled meetings.*

For consideration during the annual appointment process, please submit your application by August 13, 2012.

Applications are always welcome as vacancies may occur throughout the year.

Signature: *Jack McCauley* Date: 07/09/2012

Please return your completed application to the City Secretary's Office at 211 N. Henry St., or mail to P. O. Box 940, Lancaster, TX 75146 or fax to 972-218-1399.

Received by: <u>Adawne</u>	Office Use Only Date: <u>7-9-2012</u>
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City of Lancaster, Texas  
Boards and Commissions  
Application



Name: Roosevelt Nichols Date: 7-28-19  
 Address: 2318 Montclair Lancaster TX Zip: 75146  
 Home Phone: 9-227-0619 Work/Cell Phone: 469-358-8759  
 Email Address: Nick0420@sbcglobal.net Length of residency: 26 Ys  
 Occupation: \_\_\_\_\_

Please list the Boards/Commissions/Corporations you wish to serve on in order of preference.

1. P&Z / Planning and Zoning Commission
2. \_\_\_\_\_
3. \_\_\_\_\_

Have you ever served as a member of any Lancaster boards, commissions, or committees?

YES                       NO

List any particular qualifications you feel would be beneficial to serving on any particular board or commission. You may also attach additional sheets as well as a resume.

Comprehensive Plan Steering Committee

\_\_\_\_\_

\_\_\_\_\_

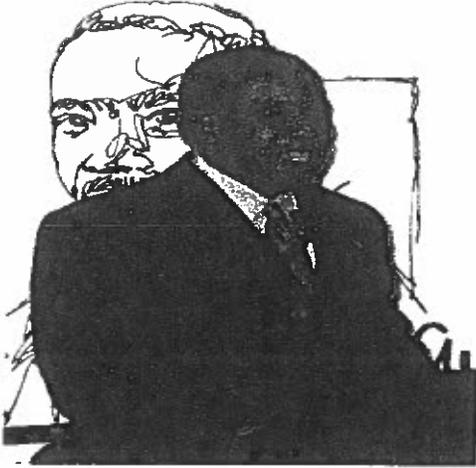
To be an effective member of a Board or Commission, you must be willing to attend and participate in all scheduled meetings.

Applications are always welcome as vacancies may occur throughout the year.

Signature Roosevelt Nichols Date 7-28-19

Please return your completed application to the City Secretary's Office at 211 N. Henry St., or mail to P. O. Box 940, Lancaster, TX 75146 or fax to 972-218-1399.

Received by: <u>A.A.</u>	Office Use Only	Date: <u>7-30-19</u>
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Roosevelt Nichols  
2318 Montclair  
Lancaster, Texas 75146  
(972)227-0619 or (469) 358-8722  
Nick0420@sbcglobal.net

**Personal:**

Residence: Twenty-six years resident of Lancaster, Texas

**Educational Background**

Norfolk State University, Norfolk, Virginia:  
Bachelor of Arts in Business Administration and Marketing  
Cedar Valley Community College, Principles Management  
Various Continuing Education Courses

**Professional Credentials**

Nichols Mobile African American History Museum  
Nichols Transportation Company  
Forty hours of Special Event Certification Training  
Certified Mediator in Personal Property and Multi-Cultural Conflict Resolution/Grievance

**Museum Certification:**

Administration (A): Human Resource, Legal Issues, Operations, Budgeting, Governance, by laws, Mission, Board Development, Ethics.

Resource Development (E): Public Relations, Development, Membership, Marketing.

Exhibitions (E): Curation, Installation, Evaluation, Labels, Gallery Guides, Object Mounting, Furnishing Plans for Historic Houses, Interpretation

Military Background  
U.S. Navy (Honorable)  
Vietnam ERA Veteran

### **Special Affiliations**

32nd Degree Mason

National Rifle Association

Lancaster Chambers of Commerce

Dallas Black Chambers of Commerce

### **Civic and Community Based Experience for City of Lancaster**

- Organized and served as coordinator for Millbrook Neighborhood Crime Watch Committee
- President of the Millbrook Homeowners Association since 1993 to current.
- Chaired the committee that sponsor the culture celebration event for Cinco De Mayo, Juneteenth and Fourth of July celebration (1997 to 1999)
- Recognized as one of the thirteenth most influential people in the City of Lancaster by Today's Newspaper, February 1998
- Member of the Charter Review Committee, 1999 and 2002
- Organized and chaired a committee that sponsor The Armed Forces Day support and pray for our troops 2002.
- Help organized and chaired Lancaster Human Relations Commission served four years
- Served as a member of a Regional and Urban Design Assistance Team Steering Committee in Lancaster, Texas after the tornado that destroyed downtown area of Lancaster.
- Received numerous hours of Sensitivity Training
- Served on the Comprehensive Plan Steering Committee for Lancaster, TX (2003 & 2004)
- Dallas County Election Judge for four years
- Received Trailblazer Award at the at the 1999 Juneteenth Celebrations
- Rosa Parks Millbrook Campus Improvement Committee, 1997 and 1998
- Leading advocate of changing name of the Millbrook Elementary to Rosa Parks -Millbrook Elementary. I met with Mrs. Rosa parks to obtain permission to re-name Millbrook Elementary School in her honor.
- Airport Advisor Board (2005 & 2006)
- Former Lancaster High School Cheerleader Booster Club President
- Present Board member of the Lancaster Historical Society (2007-2008)
- Lancaster independence School District Improvement Council 2006
- Founder and President of Lancaster Martin Luther King, Jr. Foundation and parade Committee since 2003.
- Served on the Keep Lancaster Beautiful Committee
- Member of Texas Association of Museum and North Texas Association Museum
- Lancaster Lions Club



City of Lancaster, Texas  
Boards and Commissions  
Application



Name: Genevieve Robinson Date: 6/1/12  
Address: 482 Waterfall Cir Zip: 75146  
Home Phone: 972-807-6919 Work/Cell Phone: 804-332-7787  
Email Address: gen123gee@yahoo.com Length of residency: \_\_\_\_\_  
Occupation: Unit clerk in ER

Please list the Boards/Commissions/Corporations you wish to serve on in order of preference.

- Airport Advisory Board
- Lancaster Rec. Development
- Planning and Zoning Commission

Have you ever served as a member of any Lancaster boards, commissions, or committees?

YES

NO

List any particular qualifications you feel would be beneficial to serving on any particular board or commission. You may also attach additional sheets as well as a resume.

please attached papers

*To be an effective member of a Board or Commission, you must be willing to attend and participate in all scheduled meetings.*

Applications are always welcome as vacancies may occur throughout the year.

Signature: Genevieve Robinson Date: 6/1/12

Please return your completed application to the City Secretary's Office at 211 N. Henry St., or mail to P. O. Box 940, Lancaster, TX 75146 or fax to 972-218-1399.

Office Use Only  
Received by: \_\_\_\_\_ Date: 7.2.12

Genevieve Robinson

482 Waterfall circle

Lancaster, Tx. 75146

804-332-7787

Board of Commission,

Let me first say thanks for the opportunity of being able to apply for a committee position in Lancaster. Besides the obvious, of loving to be a part of my community. I enjoyed putting my family and myself in the position to make a difference. I have had a full and productive piece in my community in the past. I held the position as block captain for years. During my time as block captain, I started block watch that made such an impact in our area the City Of Philadelphia ran with the block watch to the whole community and made **town watch**. While head of my block, I help facilitate the supply of cell phones, bikes and lunches from the City of Philadelphia.

This is not the only area I volunteered for in my area. Every since I was able to vote, I worked on the poles as a minority inspector, majority inspector and my mom was the judge of election for our ward. Ward 10 was my ward. I even worked at voter's registration as a clerk.

Although I don't include the air force on my resume, it played a big part in my life. As you can see, I always step up when there is a need for my country or my neighborhood.

The areas that I'm applying for are areas that I feel would be great for me to make a difference and to lend advice from my experiences. The different boards will teach me about Texas and fill me in and help me to gain a sense of being a true Texan. I look forward to the experience.

The Airport Advisory Committee would best suit me because I'm bringing an opinion from a consumer stand point. I travel very often and have seen the areas of change and improvements that are needed. I would love to get to know the back end of the airport and the processes they have put into place to make such a mass production work. I naturally observe my surroundings and will work until improvements are implemented.

Recreation and Development have played a huge part in my family's life. Not only did I grow up skating at 5am in the recreation and going to the dances and playing sports my kids had the same opportunity, I had to make sure they could walk out of the house and have those same opportunity I had growing up. Because kids are the core of the community, I have a passion for their personal growth and development.

The Planning and Zoning commission is where the east coast ideas will bring my area to life. I have some ideas that can bring revenue to the area and change the tempo to a more upscale area. As an enterpuer, My husband has built homes for a living and I have helped him with planning and development for his company to start his own company. My contributions to business development included permits, bids, getting zoning for new developments etc. This is familiar to me.

While I have only written a few of my community contribution this letter, I have extensive experience in community development. If given the opportunity to join this committee, I am confident my experience will speak for itself.

In closing, moving to the state of Texas has been one of the best decisions of my life. Becoming a community activist, will allow me to fully acclimate to my new community.

Thanks again for your consideration,

Genevieve Robinson

**GENEVIEVE ROBINSON**  
482 Waterfall cir. Lancaster, Tx. 75146  
804-332-7787, gen123gee@yahoo.com

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### HOSPITAL UNIT CLERK

Highly motivated, focused professional recognized for resourcefulness, flexibility and ability to absorb new information and take prompt action. Strong planner and organizer with leadership skills who can work independently or as a member of a team. Selected as preceptor to train newly hired unit clerks. Proficient in medical terminology, MS Office. CPOE, Meditech and Codonix.

#### **Texas health Harris Methodist hospital, Ft Worth, Tx**

##### **Unit Clerk, 2009- Present**

- Transcribe physician's order and communicate to pharmacy, testing and other internal departments.
- Answer phones and direct calls, testing and diagnosis filing. Filing of testing and diagnosis
- Arrange transport from hospital via helicopter ambulance.

##### *Key Accomplishments:*

- *Certified in every department of the hospital.*
- *Successfully completed certification in medical terminology; Certification in monitor tech EKG proven competencies in Aspiration, Heart Attacks, Tracheotomies, Helicopter Dispatching and Emergency Preparation.*

#### **Doylestown Hospital, Doylestown, PA**

##### **Unit Clerk, 2009- Present**

- Transcribe physician's order and communicate to pharmacy, testing and other internal departments.
- Answer phones and direct calls, testing and diagnosis filing. Filing of testing and diagnosis
- Arrange transport from hospital via helicopter ambulance.

##### *Key Accomplishments:*

- *Certified in every department of the hospital.*
- *Successfully completed certification in medical terminology; proven competencies in Aspiration, Heart Attacks, Tracheotomies, Helicopter Dispatching and Emergency Preparation.*

#### **Montgomery Rehabilitation Center, Wyndmoor, PA**

##### **Unit Clerk/ Scheduling Staffing Coordinator, 2008-2009**

- Transcribed physicians' orders and communicate to appropriate internal departments...
- Accurately schedule and monitor accuracy of RN/LPN daily scheduling and vacation time.

*Key Accomplishment: Hired as Receptionist; promoted within two months.*

#### **City of Philadelphia, 1997-2007**

##### **Philadelphia Police Department**

##### **Traffic Court Clerk, 2007**

- Entered and filed data.

##### **School Crossing Guard, 1999-2007**

- Assisted children on way to and from school in safely crossing intersections in three police districts throughout the city.
- Recognized for dealing effectively and courteous with children and general public.

##### **Voter Registration Department**

##### **Voter Registration Clerk 1997-1999**

- Filed voter registration forms, updated vital data.

#### **Internal Revenue Service, Philadelphia, PA**

##### **Data Entry Clerk, Casual Employment, 1997-1998**

Entered and updated vital data during evening shift.

#### **United States Post Office, Philadelphia, PA**

Mail Sorter, 30<sup>th</sup> Street Station, Casual Employment, 2000-2001

### EDUCATION

#### **Temple University, Philadelphia PA**

Completed courses towards Business Administration, 2003

**Community College of Philadelphia, Philadelphia, PA**  
Associate in Business, Concentration in Human Resources, 2002

**GENEVIEVE ROBINSON**  
482 Waterfall cir. Lancaster, Tx. 75146  
804-332-7787, gen123gee@yahoo.com



City of Lancaster, Texas  
Boards and Commissions  
Application



Name: Arlandra R. Smith Date: 5-2-12  
 Address: 609 W 8th St Lancaster, Tx Zip: 75146  
 Home Phone: 972-218-5852 Work/Cell Phone: 972-289-4475 Primary  
 Email Address: arlandrasmith18@gmail.com Length of residency: 4 yrs  
 Occupation: Self employed

Please list the Boards/Commissions/Corporations you wish to serve on in order of preference.

1. Library advisory Board
2. LRDC - 4B Sales Tax
3. Airport Adv. Board

Have you ever served as a member of any Lancaster boards, commissions, or committees?

YES

NO

List any particular qualifications you feel would be beneficial to serving on any particular board or commission. You may also attach additional sheets as well as a resume.

tax paying citizen the cares, I'm always @ the library I know their strengths & weakness, I work @ the airport (Love Field) for 5 yrs as a customer serv. specialist I @ work with Air Force one + 2 sec. serv. and military  
 To be an effective member of a Board or Commission, you must be willing to attend and participate in all scheduled meetings.

Applications are always welcome as vacancies may occur throughout the year.

Signature: [Signature] Date: 5-2-12

Please return your completed application to the City Secretary's Office at 211 N. Henry St., or mail to P. O. Box 940, Lancaster, TX 75146 or fax to 972-218-1399.

Received by: [Signature] Office Use Only Date: [Signature]

RECEIVED MAY 02 2012



City of Lancaster, Texas  
Boards and Commissions  
Application



Name: Donald J. Weeks Date: Aug. 3, 2012  
Address: 112 - W. 7<sup>th</sup> ST. Lancaster, TX. Zip: 75146  
Home Phone: 214 274-6787 Work/Cell Phone: same  
Email Address: None Length of residency: 11-years  
Occupation: Retired

Please list the Boards/Commissions/Corporations you wish to serve on in order of preference.

- CITY OF LANCASTER COUNCIL BOARD
- PLANNING AND ZONING COMMISSION
- ZONING BOARD OF ADJUSTMENT

Have you ever served as a member of any Lancaster boards, commissions, or committees?

YES

NO

List any particular qualifications you feel would be beneficial to serving on any particular board or commission. You may also attach additional sheets as well as a resume.

I Have been working hard all my life, I am 73 year's old, and I am a veteran for 7-year's I was in the THE US ARMY... (I would like to see Lancaster Grow!..)

To be an effective member of a Board or Commission, you must be willing to attend and participate in all scheduled meetings.

For consideration during the annual appointment process, please submit your application by August 13, 2012.

Applications are always welcome as vacancies may occur throughout the year.

Signature Donald J. Weeks Date Aug. 3, 2012

Please return your completed application to the City Secretary's Office at 211 N. Henry St., or mail to P. O. Box 940, Lancaster, TX 75146 or fax to 972-218-1399.

Received by: AA Office Use Only RECEIVED AUG 09 2012 Date:



City of Lancaster, Texas  
Boards and Commissions  
Application



Name: Doniele Wilson Date: 8-14-12  
 Address: 831 Potomac Dr Zip: 75134  
 Home Phone: 972-218-6397 Work/Cell Phone: 214-863-8092  
 Email Address: donieleusa@yahoo.com Length of residency: 14 years  
 Occupation: PASTOR'S WIFE

Please list the Boards/Commissions/Corporations you wish to serve on in order of preference.

1. LANCASTER ECONOMIC DEVELOPMENT CORP. (TYPE A)
2. PROPERTY STANDARDS & APPEALS BOARD
3. \_\_\_\_\_

Have you ever served as a member of any Lancaster boards, commissions, or committees?

YES

NO

List any particular qualifications you feel would be beneficial to serving on any particular board or commission. You may also attach additional sheets as well as a resume.

I HAVE TAKING SOME ACCOUNTING COURSES W/ DCCC. I HAVE HAD OVER 15 YRS EXPERIENCE IN ADMINISTRATION. I AM VERY INTERESTED IN THE GROWTH & SUCCESS OF THE CITY & RESIDENTS OF LANCASTER, TX.

To be an effective member of a Board or Commission, you must be willing to attend and participate in all scheduled meetings.

For consideration during the annual appointment process, please submit your application by August 13, 2012.

Applications are always welcome as vacancies may occur throughout the year.

Signature Doniele Wilson Date 8-14-12

Please return your completed application to the City Secretary's Office at 211 N. Henry St., or mail to P. O. Box 940, Lancaster, TX 75146 or fax to 972-218-1399.

Received by: _____	Office Use Only Date: _____
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# LANCASTER CITY COUNCIL

## Agenda Communication

September 10, 2012

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**Discuss and consider confirmation of nominations made by the Mayor for appointment to the City of Lancaster Zoning Board of Adjustment.**

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This request supports the City Council 2012-2013 Policy Agenda.

**Goal: Civic Engagement**

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### Background

As set by ordinance, the Zoning Board of Adjustment members are appointed by the Mayor and confirmed by the City Council.

The Zoning Board of Adjustment consists of five regular members and an alternate. Currently serving on the Zoning Board of Adjustment are:

	<u>Term Expires</u>	
Deborah Taylor	2013	
Kimest Sanders	2013	
Margaret Brooks	2012	
Sharon Brooks	2012	(moved from area)
Keith Burnett	2012	
Alternate member:		
Rebecca Torres-Swanson	2011	(desires reappointment)

### Considerations

Mayor Knight will make nominations for appointment following other City board and commission appointments.

A motion, with a second, and an affirmative vote is required to confirm the appointments.

### Recommendation

Board and Commission appointments are solely at Council's pleasure.

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### **Submitted by:**

Dolle K. Downe, City Secretary

# LANCASTER CITY COUNCIL

## Agenda Communication

September 10, 2012

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

This request supports the City Council 2012-2013 Policy Agenda.

**Goal: Civic Engagement**

#### Background

Annually, following board and commission appointments, Councilmembers select the boards/commissions that they would like to serve as Council liaison.

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

Deputy Mayor Pro Tem James Daniels  
 Councilmember Nina Morris  
 (tie) Councilmember Walter Weaver and Mayor Pro Tem Marco Mejia  
 Councilmember Stanley Jaglowski  
 Councilmember LaShonjia Harris

At the Council meeting on September 12, 2011, a motion was made and approved to rotate the order of selection between the tied councilmembers with Mayor Pro Tem Mejia selecting first in 2012. At the August 21, 2012 Special Council Meeting, Council discussed the selection process. The consensus was that Mayor Pro Tem Mejia would make his selection following Councilmember Morris on the seniority list.

#### Considerations

Currently serving as liaisons are the following:

<u>Board/Commission</u>	<u>Councilmember</u>
Airport Board	Weaver
Animal Shelter Advisory Committee	Mejia
Civil Service Commission	Weaver
Economic Development Corp.	Morris
Historic Landmark Preservation Committee	Daniels

Property Standards & Appeals Board	Mejia
Library Advisory Board	vacant (formerly Hairston)
Parks and Recreation Advisory Board/ Recreational Development Corp.	vacant (formerly Hairston)
Planning & Zoning Commission	Daniels
Youth Advisory Committee	Morris
Zoning Board of Adjustment	Jaglowski

**Options/Alternatives**

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

**Recommendation**

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

**Attachments**

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

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**Submitted by:**

Dolle K. Downe, City Secretary

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

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

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

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

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

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

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

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

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

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

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

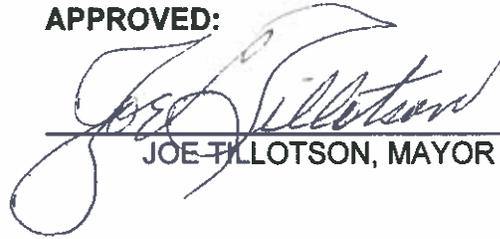
**Section 7.** This Resolution shall take effective immediately from and after its passage, and it is accordingly so resolved.

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

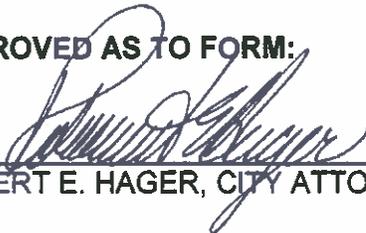
**ATTEST:**

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

**APPROVED:**

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

**APPROVED AS TO FORM:**

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