



**NOTICE OF REGULAR MEETING AGENDA**  
**LANCASTER CITY COUNCIL**  
**MUNICIPAL CENTER CITY COUNCIL CHAMBERS**



**211 N. HENRY STREET, LANCASTER, TEXAS**

**Monday, October 10, 2011 – 7:00 P.M.**

**CALL TO ORDER**

**INVOCATION: MINISTERIAL ALLIANCE**

**PLEDGE OF ALLEGIANCE: COUNCILMEMBER MARCO MEJIA**

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

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

- 1C. Consider approval of minutes from the City Council Regular Meeting held September 26, 2011 and Special City Council Meeting held October 3, 2011.
- 2C. Consider Resolution 2011-10-84 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 Dallas County Health and Human Services to provide health services; authorizing the City Manager to sign said agreement; providing a repealing clause; providing a severability clause; and providing an effective date.
- 3C. Consider Resolution 2011-10-85 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 Dallas County Health and Human Services to provide food establishment inspections and other environmental health services; authorizing the City Manager to sign said agreement; providing a repealing clause; providing a severability clause; and providing an effective date.
- 4C. Consider Resolution 2011-10-86 of the City Council of the City of Lancaster, Texas, amending the Master Fee Schedule, Article 4.000 Business Related Fees, Section 4.400 Food Service Establishments to amend certain fees and charges assessed and collected by the City for food establishment inspections; providing a repealing clause; and providing an effective date.
- 5C. Consider an ordinance of the City of Lancaster, Texas, amending the Lancaster Code of Ordinances by amending Article 12.2600 "Truck Idling" by amending Section 12.2602 to provide for year round enforcement; and amending Section 12.2603 by amending the exemptions and adopting limited exemptions for armored cars and commercial vehicles with idle reduction systems; providing an exemption for idling during government mandated rest periods; amending Section 12.2604 to provide for a maximum fine of \$500; providing a severability clause; providing a

savings clause; providing a repealing clause; providing a penalty of fine for each offense; and providing an effective date.

- 6C. Consider Resolution 2011-10-87 of the City Council of the City of Lancaster, Texas, declaring certain board, commission and committee position(s) vacant due to excessive absences; and providing an effective date.

### **ACTION**

7. Discuss the proposed redistricting plan (Illustrative Plan 1) and consider possible action to adjust the proposed redistricting plan.

*Discutir el plan de redistribución propuesta (Plan Indicativo 1) y considerar las posibles medidas para ajustar el plan de redistribución propuesto.*

8. Discuss and consider Resolution 2011-10-88 of the City Council of the City of Lancaster, Texas, approving the redistricting of the City's single-member council districts and establishing new district boundary lines based on 2010 Census data for Lancaster City Council elections; directing the City's redistricting consultant to submit the adopted plan for preclearance under Section 5 of the federal Voting Rights Act; and providing for an effective date.

*Discutir y considerar 2011-10-88 Resolución del Consejo Municipal de la Ciudad de Lancaster, Texas, la aprobación de la redistribución de los distritos de la Ciudad del consejo de un solo miembro y el establecimiento de nuevas líneas de límites del distrito sobre la base de datos del Censo 2010 para la ciudad de Lancaster elecciones al Consejo, dirigir la redistribución de distritos de la ciudad de consultor para presentar el plan adoptado para preinspección en la sección 5 de la Ley Federal de Derechos, y proporcionar una fecha efectiva.*

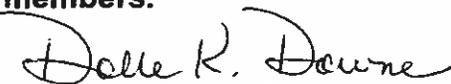
### **ADJOURNMENT**

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

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

#### **Certificate**

I hereby certify the above Notice of Meeting was posted at the Lancaster City Hall on October 6, 2011 @ 5:00 p.m. and copies thereof were hand delivered to the Mayor, Mayor Pro-Tempore, Deputy Mayor Pro-Tempore and Council members.



Dolle K. Downe, TRMC  
City Secretary

**LANCASTER CITY COUNCIL**  
Agenda Communication for  
October 10, 2011

**1**

AG11-001

**Consider approval of minutes from the City Council Regular Meeting held September 26, 2011 and City Council Special Meeting held October 3, 2011.**

**Background**

Attached for your review and consideration are minutes from the:

- City Council Regular Meeting held September 26, 2011
- City Council Special Meeting held October 3, 2011 (public hearing redistricting plan)

**Prepared and submitted by:**

Dolle K. Downe, City Secretary  
October 4, 2011

## MINUTES

### LANCASTER CITY COUNCIL MEETING OF SEPTEMBER 26, 2011

The City Council of the City of Lancaster, Texas, met in Regular session in the Council Chambers of City Hall on September 26, 2011 at 7:00 p.m. with a quorum present to-wit:

**Councilmembers Present:**

Mayor Marcus E. Knight  
Walter Weaver  
Stanley Jaglowski  
Marco Mejia  
James Daniels  
Mayor Pro Tem Clyde Hairston  
Deputy Mayor Pro Tem Nina Morris

**City Staff Present:**

Opal Mauldin Robertson, City Manager  
Sean Johnson, Parks and Recreation Director  
Sheree Haynes, Finance Director  
Dori Lee, Human Resources Director  
Clovia English, Public Works Director  
Rona Stringfellow Govan, Development Services Director  
Nathaniel Barnett, Senior Planner  
Mark Divita, Airport Manager  
Larry Flatt, Police Chief  
Thomas Griffith, Fire Chief  
Robert E. Hager, City Attorney  
Dolle Downe, City Secretary

**Call to Order:**

Mayor Knight called the meeting to order at 7:00 p.m. on September 26, 2011.

**Invocation:**

Pastor Urban Brown with Life in Christ Family Church gave the invocation.

**Pledge of Allegiance:**

Councilmember Stanley Jaglowski led the Pledge of Allegiance.

**Presentation:**

Mayor Knight presented a letter of commendation to Eagle Scout Timothy Graves congratulating him on receiving the award of Eagle Scout and wishing him continued success.

**Citizens Comments:**

There were no requests to speak.

1. **Consider confirmation of Larry Flatt as Chief of Police of the Lancaster Police Department; and administer the Oath of Office.**

**MOTION:** Councilmember Daniels made a motion, seconded by Mayor Pro Tem Hairston, to confirm the appointment by City Manager Mauldin Robertson of Larry Flatt as the Chief of Police for the Lancaster Police Department. The vote was cast 7 for, 0 against.

City Secretary Downe administered the oath of office for Larry Flatt.

Police Chief Flatt thanked the City Manager, Council and the citizens of Lancaster for the opportunity to serve the community in this capacity.

**Consent Agenda:**

City Secretary Downe read the consent agenda.

- 2C. Consider approval of minutes from the City Council Regular Meeting held September 12, 2011.**
- 3C. Consider Resolution 2011-09-82 of the City Council of the City of Lancaster, Texas, authorizing a lease agreement with Chase Equipment Finance for the purchase of telephone equipment and maintenance from Comm3 through a cooperative purchasing agreement with the Department of Information Resources (DIR) contract #DIR-SDD-1603 for a total amount not to exceed \$383,605.20; authorizing the City Manager to execute the agreement pursuant to approval; providing a repealing clause; providing a severability clause; and providing an effective date.**
- 4C. Consider Resolution 2011-09-83 of the City Council of the City of Lancaster, Texas, approving funding of the Texas Department of Transportation (TXDOT) 1218LNCAS project for 2012 through 2014 at the Lancaster Regional Airport; authorizing the City Manager to execute said funding; providing a repealing clause; providing a severability clause; and providing an effective date.**

Councilmember Mejia requested that item 3C be pulled from the consent agenda.

**MOTION:** Councilmember Mejia made a motion, seconded by Deputy Mayor Pro Tem Morris, to approve consent items 2C and 4C. The vote was cast 7 for, 0 against.

Councilmember Mejia commented that in efforts to be fiscally conservative with taxpayer money, it is important to note that while at first glance the expenditure for telephone equipment [item 3C] is a large expense for the City, the current lease agreement has a large balloon payment to purchase the telephone equipment. Authorizing this change will result in at least a \$1,000 per month savings for the City and provide better service.

**MOTION:** Councilmember Mejia made a motion, seconded by Mayor Pro Tem Hairston, to approve Resolution 2011-09-82 authorizing a lease/purchase agreement with Chase Equipment Finance for telephone equipment and maintenance from Comm3 through a cooperative purchasing agreement with the Department of Information Resources (DIR). The vote was cast 7 for, 0 against.

5. **Conduct a Public Hearing and consider an ordinance of the City of Lancaster, Texas, amending the Lancaster Development Code by amending Article 14.400, Section 14.402, subsection (c)(6), Community or Halfway House, for the purpose of removing reference to Community or Halfway Houses, adding the definition of "boarding home" and requiring a Specific Use Permit for any said use in Multi-Family residential zoning districts (MF-16); amending Article 14.400, Section 14.402 for the purpose of adding subsection (c)(11) to add the definition of "penal boarding home" and requiring a Specific Use Permit for any said use in Light Industrial (LI) and Medium Industrial (MI) zoning districts; amending Article 14.400, Section 14.401 Land Use Schedule, for the purpose of amending Table 1, Land Use Tables, to remove reference to "halfway house" and to reflect the requirement for Specific Use Permits for any Boarding Home use in Multi-Family residential zoning districts (MF-16) and for any Penal Board Home use in Light Industrial (LI) and Medium Industrial (MI) districts; amending Article 14.1300, Section 14.1302, subsection (a) General Definitions, for the purpose of amending the definitions of "boarding house or lodging house" and "family" and adding the definition of "penal boarding home"; providing a repealing clause; providing a severability clause; providing a penalty of fine not to exceed two thousand dollars (\$2,000); and providing an effective date.**

Senior Planner Barnett outlined the proposed amendment to the Lancaster Development Code removing halfway house/community house as a use and establishing "boarding home" and "penal boarding home" as uses. Boarding homes may only be located in multi-family residential districts and will require a Specific Use Permit. Penal boarding homes may only be located in Light and Medium Industrial (LI and MI) zoning districts and will require a Specific Use Permit.

Mayor Pro Tem Hairston confirmed that neither uses are permitted in single family residential districts.

Councilmember Jaglowski asked about the current number of homes in the City. Senior Planner Barnett stated there are no permitted homes at this time.

Councilmember Daniels asked about possible illegal uses. Senior Planner Barnett stated that if there was a report of a non-permitted home, it would be a Code compliance matter.

Mayor Knight opened the public hearing.

There were no requests to speak.

**MOTION:** Deputy Mayor Pro Tem Morris made a motion, seconded by Mayor Pro Tem Hairston, to close the public hearing. The vote was cast 7 for, 0 against.

**MOTION:** Mayor Pro Tem Hairston made a motion, seconded by Councilmember Jaglowski, to approve an ordinance amending the Lancaster Development Code by amending Article 14.400, Section 14.402, subsection (c)(6), Community or Halfway House, for the purpose of removing reference to Community or Halfway Houses, adding the definition of "boarding home" and requiring a Specific Use Permit for any said use in Multi-Family residential zoning districts (MF-16); amending Article 14.400, Section 14.402 for the purpose of adding subsection (c)(11) to add the definition of "penal boarding home" and requiring a Specific Use Permit for any said use in Light Industrial (LI) and Medium Industrial (MI) zoning districts; amending Article 14.400, Section 14.401 Land Use Schedule, for the purpose of amending Table 1, Land Use Tables, to remove reference to "halfway house" and to reflect the requirement for Specific use Permits for any Boarding Home use in Multi-Family residential zoning districts (MF-16) and for any Penal Boarding Home use in Light Industrial (LI) and Medium Industrial (MI) districts; amending Article 14.1300, Section 14.1302, subsection (a) General Definitions, for the purpose of amending the definitions of "boarding house or lodging house" and "family" and adding the definition of "penal boarding home"; providing a repealing clause; providing a severability clause; providing a penalty of fine not to exceed two thousand dollars (\$2,000); and providing an effective date. The vote was cast 7 for, 0 against.

6. **Discuss and consider an ordinance of the City of Lancaster, Texas, authorizing the issuance of City of Lancaster, Texas, Tax and Waterworks and Sewer System Surplus Revenue Certificates of Obligation, Series 2011; and containing other matters incident thereto.**

Nick Bulaich, Vice President with First Southwest, made a presentation regarding the issuance of the Certificates of Obligation. He noted an improved bond rating from both Moody's and Standard & Poor's. Mr. Bulaich recapped the bid tabulation, indicating that SAMCO Capital Markets is the lowest bidder with true interest cost of 2.915782%. A summary of historical bond sale data indicates that this sale will be at the lowest interest rate in eighteen years. Lastly, Mr. Bulaich called to Council's attention the Preliminary Official Statement provided to investors.

**MOTION:** Mayor Pro Tem Hairston made a motion, seconded by Councilmember Daniels, to approve an ordinance authorizing the issuance of City of Lancaster, Texas, Tax and Waterworks and Sewer System Surplus Revenue Certificates of Obligation, Series 2011. The vote was cast 7 for, 0 against.

7. **Discuss and consider confirmation of a Civil Service Commission appointment as designated by the City Manager.**

City Manager Mauldin Robertson requested the confirmation of her reappointment of Lafayette Miles to the Civil Service Commission for a term expiring in 2014.

**MOTION:** Councilmember Daniels made a motion, seconded by Deputy Mayor Pro Tem Morris, to confirm the reappointment of Lafayette Miles to the Civil Service Commission for a term expiring in 2014. The vote was cast 7 for, 0 against.

**8. Discuss and consider confirmation of nominations by the Planning and Zoning Commission for appointment to the Lancaster Historic Landmark Preservation Committee (HLPC).**

Senior Planner Barnett presented the nominations by the Planning and Zoning Commission for appointment to the Lancaster Historic Landmark Preservation Committee (HLPC) as follows:

Cheryl Wright	regular position, term expires 2013
Glenn Hooper	regular position, term expires 2013
Gilles Delaisse	from alternate to regular position, term expires 2013
Patricia Siegfried-Giles	alternate position, term expires 2012

**MOTION:** Councilmember Daniels made a motion, seconded by Mayor Pro Tem Hairston, to confirm the appointments to the Lancaster Historic Landmark Preservation Committee as presented. The vote was cast 5 for, 2 against [Weaver, Mejia].

**MOTION:** Mayor Pro Tem Hairston made a motion, seconded by Councilmember Daniels, to adjourn. The vote was cast 7 for, 0 against.

The meeting was adjourned at 7:29 p.m.

**ATTEST:**

**APPROVED:**

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

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

Minutes for the October 3, 2011 Council meeting will be delivered to Council on Friday, October 7. The court reporter's transcript is not available for our usual Thursday delivery of packets to Council.

**LANCASTER CITY COUNCIL**  
Agenda Communication for  
October 10, 2011

**2**

AG11-002

**Consider 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 Dallas County Health and Human Services to provide health services; authorizing the City Manager to sign said agreement; providing a repealing clause; providing a severability clause; and providing an effective date.**

**This request supports the City Council 2011-2012 Policy Agenda.**

**Goal: Financially Sound City Government**

**Background**

Annually the City of Lancaster has contracted with Dallas County Health and Human Services in order to provide certain public health programs for citizens of Lancaster. These health services include: Control Services for tuberculosis, sexually transmitted diseases and other communicable diseases; Laboratory Services (chemical, biological, bacteriological analysis); immunizations; child health care; high risk infant case management; and home visits.

Dallas County provides certain health services to various cities throughout Dallas County on a contract for services basis. This cooperative effort allows cities in Dallas County to participate in providing public health services for their residents, which helps promote the effectiveness of local public health programs.

**Considerations**

- **Operational** – Dallas County Health and Human Services provides program health services such as immunizations, child health care, and control services for communicable diseases for Lancaster residents at various locations throughout Dallas County on a sliding fee based on ability to pay. Fees charged for services by the County help offset Lancaster's program costs for next year.
- **Legal** – The City Attorney has reviewed and approved the agreement and resolution as to form.

- **Financial** - The FY 2011-2012 contract is the same as last year. There is not an increase in fees for services. The cost as stated in Section 3(C) of the contract is \$12,106. This is the amount of the City's share of the total cost less federal and state funding. The City has budgeted for these services in the FY 2011-2012 budget.
- **Public Information** - There are no public information requirements.

### **Options/Alternatives**

1. City Council may approve the interlocal agreement for health services for its residents through Dallas County Health and Human Services.
2. City Council may reject the interlocal agreement for resident health services. This would leave residents without access to these health services.

### **Recommendation**

Staff recommends approval of the resolution and interlocal agreement as presented.

### **Attachments**

- Resolution
- Dallas County Health and Human Services Interlocal Agreement

**Prepared and submitted by:**  
Dolle K. Downe, City Secretary

**Date:** September 28, 2011

**RESOLUTION NO. 2011-10-84**

**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, TEXAS, AND DALLAS COUNTY HEALTH AND HUMAN SERVICES TO PROVIDE HEALTH SERVICES; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Dallas County Health and Human Services has offered to provide certain health services to cities throughout the County on a contract for services basis; and

**WHEREAS**, the City of Lancaster desires to participate with Dallas County in establishing coordinated health services for its residents and all of Dallas County; and

**WHEREAS**, Dallas County will operate certain health services for the residents of the City in order to promote the effectiveness of local public health programs;

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

**SECTION 1.** That the Dallas County Health and Human Services Interlocal Agreement for Fiscal Year 2012, 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 of the City of Lancaster, Texas, is hereby authorized 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 October 2011.

**ATTEST:**

**APPROVED:**

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

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

**APPROVED AS TO FORM:**

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

**THE STATE OF TEXAS            §        INTERLOCAL AGREEMENT FOR**  
**§        COORDINATED HEALTH SERVICES**  
**§        BETWEEN DALLAS COUNTY, TEXAS, ON**  
**§        BEHALF OF DALLAS COUNTY HEALTH AND**  
**COUNTY OF DALLAS            §        HUMAN SERVICES, AND THE CITY/TOWN OF**  
**§        LANCASTER, TEXAS**

**1. PARTIES**

**Whereas, Dallas County (“County”) has offered to provide certain health services to the various cities throughout Dallas County on a contract for services basis; and**

**Whereas, the City/Town of Lancaster, Texas (“City/Town”) desires to participate with County in establishing coordinated health services for City/Town and Dallas County; and**

**Whereas, County will operate certain health services for the residents of City/Town in order to promote the effectiveness of local public health services and goals (“Program”); and**

**Whereas, the cooperative effort will allow cities located within Dallas County to participate in providing public health services for their residents; and**

**Whereas, such cooperative effort serves and further the public purpose and benefit the citizens of County as a whole.**

**Now therefore, County, on behalf of Dallas County Health and Human Services (“DCHHS”), enters into this Interlocal Agreement (“Agreement”) with City/Town, pursuant to the authorities of the Texas Health and Safety Code Chapter 121, the Texas Government Code Chapter 791, and other applicable laws for health services to City/Town.**

**2. HEALTH SERVICES TO BE PERFORMED**

- A. County agrees to operate the Program, which will include the following health services:**
- 1) Tuberculosis Control Services: providing preventive, diagnostic treatment, and epidemiological services;**
  - 2) Sexually Transmitted Disease Control Services: consisting of education to motivate people to use preventive measures and to seek early treatment, prophylaxis, epidemiological investigation, and counseling in accordance with County policy;**
  - 3) Communicable Disease Control Services: providing information concerning immunization and communicable diseases and coordinating with the Texas Department of State Health Services (“DSHS”) in monitoring communicable diseases;**
  - 4) Laboratory Services: performing chemical, biological, and bacteriological analysis and tests on which are based diagnosis of disease, effectiveness of treatment, the quality of**

the environment, the safety of substance for human consumption, and the control of communicable disease;

- B. County agrees to provide to City/Town, in accordance with state and federal law, the following public health services:
- 1) Immunizations;
  - 2) Child health care;
  - 3) High risk infant case management; and
  - 4) Home visits.

County also agrees to work with City/Town in order to decentralize clinics and to plan and provide for desired services by City/Town; however, any other services that City/Town requires, in addition to the above mentioned services, may result in additional fees to City/Town.

- C. County agrees to charge a sliding fee based on ability to pay to all residents of every municipality, including City/Town, in Dallas County. The fees charged by County for the services listed in Section 2A of this Agreement will be used to offset the City/Town's Program costs for the next Agreement Term. A schedule of fees to be charged by County is set out in Exhibit A attached and incorporated herein by reference for all purposes.
- D. County agrees that the level of service provided in the Program for City/Town will not be diminished below the level of service provided to City/Town for the same services in the prior Agreement Term except as indicated in Section 2E of this Agreement. For purposes of Section 2E, level of service is measured by the number of patient visits and number of specimens examined. County will submit to City/Town a monthly statement, which will also include the number of patient visits and number of specimens examined during the preceding month.
- E. The possibility exists of reductions in state and federal funding to the Program that could result in curtailment of services if not subsidized at the local level. County will notify City/Town in writing of any amount of reduction, and any extent to which services will be curtailed as a result. The notice will also include an amount that City/Town may elect to pay to maintain the original level of services. City/Town will notify County in writing no later than fourteen (14) calendar days after the date of City/Town's receipt of the notice of funding reduction as to City/Town's decision to pay the requested amount or to accept the curtailment of service. If City/Town elects to pay the requested amount, payment is due no later than forty-five (45) calendar days after the date of the notice of funding reduction.

### **3. BUDGET**

- A. County agrees to submit to City/Town by July 31st of each year a proposed budget describing the proposed level of services for the next Agreement Term;
- B. For the Term of this Agreement County agrees to provide the services listed in Section 2 of this

Agreement at the level of services and for the amount stated in Exhibit D, which is attached and incorporated herein by reference for all purposes;

- C. Payment. City/Town shall pay County the following amount, as stated in Exhibit D, Twelve thousand one hundred six and 00/100 Dollars (\$12,106.00), which is the agreed upon amount for City/Town's share of the total cost of the Program less federal and state funding.
- D. In lieu of paying the actual dollar amount stated in this Agreement, City/Town has the option, to the extent authorized by law, ordinances or policy, of making a request to negotiate for in-kind services that are equal in value to the total amount.
- E. This Agreement is contingent upon City/Town's appropriation of funds, or ability to perform in-kind services as described in Section 3D of this Agreement, for the services set forth herein. In the event City/Town fails to appropriate such funds, or provide in-kind services, County shall not incur any obligations under this Agreement.

#### **4. ASSURANCES**

- A. County shall operate and supervise the Program.
- B. Nothing in this Agreement shall be construed to restrict the authority of City/Town over its health programs or environmental health programs or to limit the operations or services of those programs.
- C. City/Town agrees to provide to County or assist County in procuring adequate facilities to be used for the services under this Agreement. These facilities must have adequate space, waiting areas, heating, air conditioning, lighting, and telephones. None of the costs and maintenance expenses associated with these facilities shall be the responsibility of County and County shall not be liable to City/Town or any third party for the condition of the facilities, including any premise defects.
- D. City/Town and County agree that other cities/towns/municipalities may join the Program by entering into an agreement with County that contains the same basic terms and conditions as this Agreement.
- E. Each party paying for the performance of governmental functions or services under this Agreement must make those payments from current revenues available to the paying party.

#### **5. FINANCING OF SERVICES**

- A. The health services provided under this Agreement will be financed as follows:
  - 1) City/Town and County will make available to the Program all appropriate federal and state funds, personnel, and equipment to provide the health services included under this Agreement and will use best efforts to cause these funds and resources to continue to increase.

- 2) City/Town shall pay to County, or provide in-kind services, its share of budgeted costs that are in excess of the federal and state funding for providing the health services under this Agreement. Budgeted costs shall not exceed those reflected in Exhibits B, C and D for the appropriate Agreement Term.
- B. County shall bill City/Town each month an amount equal to one-twelfth (1/12) of its share of annual budgeted costs that exceed federal and state funding for the expenses of the preceding month.
  - C. Any payment not made within thirty (30) calendar days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.
  - D. City/Town and County agree that no more than ten percent (10%) of the City/Town's cost of participating in the Program will be used for administration of the Program.

## 6. TERM

The Term of this Agreement shall be effective from October 1, 2011 through September 30, 2012, unless otherwise stated in this Agreement.

## 7. TERMINATION

- A. Without Cause: This Agreement may be terminated in writing, without cause, by either party upon thirty (30) calendar days prior written notice to the other party.
- B. With Cause: Either party may terminate the Agreement immediately, in whole or in part, at its sole discretion, by written notice to the other party, for the following reasons:
  - 1) Lack of, or reduction in, funding or resources;
  - 2) Non-performance;
  - 3) The improper, misuse or inept use of funds or resources directly related to this Agreement;
  - 4) The submission of data, statements and/or reports that is incorrect, incomplete and/or false in any way.

## 8. RESPONSIBILITY

**County and City/Town agree that each shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of performance of this Agreement, without waiving any governmental immunity available to County or City/Town or their respective officials, officers, employees, or agents under Texas or other law and without waiving any available defenses under Texas or other law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.**

## **9. INSURANCE**

City/Town and County agree that they will, at all times during the Term of this Agreement, maintain in full force and effect insurance or self-insurance to the extent permitted by applicable laws. City/Town and County will be responsible for their respective costs of such insurance, any and all deductible amounts in any policy and any denials of coverage made by their respective insurers.

## **10. ACCESS TO RECORDS RELEVANT TO PROGRAM**

City/Town and County agree to provide to the other upon request, copies of the books and records relating to the Program. City/Town and County further agree to give City/Town and County health officials access to all Program activities. Both City/Town and County agree to adhere to all applicable confidentiality provisions, including those relating to Human Immunodeficiency Virus (HIV) and Sexually Transmitted Disease (STD) information, as mandated by federal and State law, as well as by DSHS.

## **11. NOTICE**

Any notice to be given under this Agreement shall be deemed to have been given if reduced to writing and delivered in person by a reputable courier service or mailed by Registered Mail, postage pre-paid, to the party who is to receive such notice, demand or request at the addresses set forth below. Such notice, demand or request shall be deemed to have been given, if by courier, at the time of delivery, or if by mail, three (3) business days subsequent to the deposit of the notice in the United States mail in accordance herewith. The names and addresses of the parties' hereto to whom notice is to be sent are as follows:

**Zachary Thompson, Director**  
Dallas County Health & Human Services  
2377 N. Stemmons Freeway, LB 12  
Dallas, TX 75207-2710

\_\_\_\_\_  
City/Town of Lancaster  
P.O. Box 940  
Lancaster, TX 75146

## **12. IMMUNITY**

**This Agreement is expressly made subject to County's and City/Town's Governmental Immunity, including, without limitation, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state laws. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability, or a waiver of any tort limitation, that City/Town or County has by operation of law or otherwise. Nothing in this Agreement is intended to benefit any third party beneficiary.**

## **13. COMPLIANCE WITH LAWS AND VENUE**

In providing services required by this Agreement, City/Town and County must observe and comply with all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable federal, State, and local statutes, ordinances, rules, and regulations. Texas law shall govern this Agreement and exclusive venue shall lie in Dallas County, Texas.

#### **14. AMENDMENTS AND CHANGES IN THE LAW**

No modification, amendment, novation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the parties hereto. Any alteration, addition or deletion to the terms of this Agreement which are required by changes in federal or State law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law.

#### **15. ENTIRE AGREEMENT**

This Agreement, including all Exhibits and attachments, constitutes the entire agreement between the parties hereto and supersedes any other agreements concerning the subject matter of this transaction, whether oral or written.

#### **16. BINDING EFFECT**

This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit and be binding upon the successors and assigns of the parties hereto, as well as the parties themselves.

#### **17. GOVERNMENT FUNDED PROJECT**

If this Agreement is funded in part by either the State of Texas or the federal government, County and City/Town agree to timely comply without additional cost or expense to the other party, unless otherwise specified herein, to any statute, rule, regulation, grant, contract provision or other State or federal law, rule, regulation, or other similar restriction that imposes additional or greater requirements than stated herein and that is directly applicable to the services rendered under the terms of this Agreement.

#### **18. DEFAULT/ CUMULATIVE RIGHTS/ MITIGATION**

In the event of a default by either party, it is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Agreement are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or otherwise. Both parties have a duty to mitigate damages.

#### **19. FISCAL FUNDING CLAUSE**

Notwithstanding any provisions contained herein, the obligations of County and City/Town under this Agreement are expressly contingent upon the availability of funding for each item and obligation contained herein for the Term of the Agreement and any extensions thereto. City/Town and County shall have no right of action against the other party in the event the other party is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future Agreement Terms. In the event that County or City/Town is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, each party, at its sole discretion, may provide funds from a separate source

or may terminate this Agreement by written notice to the other party at the earliest possible time.

## **20. COUNTERPARTS, NUMBER, GENDER AND HEADINGS**

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Words of any gender used in this Agreement shall be held and construed to include any other gender. Any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

## **21. PREVENTION OF FRAUD AND ABUSE**

City/Town and County shall establish, maintain and utilize internal management procedures sufficient to provide for the proper, effective management of all activities funded under this Agreement. Any known or suspected incident of fraud or program abuse involving County or City/Town's employees or agents shall be reported immediately for appropriate action. Moreover, City/Town and County warrant to be not listed on a local, county, State or federal consolidated list of debarred, suspended and ineligible contractors and grantees. City/Town and County agree that every person who, as part of their employment, receives, disburses, handles or has access to funds collected pursuant to this Agreement does not participate in accounting or operating functions that would permit them to conceal accounting records and the misuse of said funds. Each party shall, upon notice by the other party, refund their respective expenditures that are contrary to this Agreement.

## **22. AGENCY / INDEPENDENT CONTRACTOR**

County and City/Town agree that the terms and conditions of this Agreement do not constitute the creation of a separate legal entity or the creation of legal responsibilities of either party other than under the terms of this Agreement. County and City/Town are and shall be acting as independent contractors under this Agreement; accordingly, nothing contained in this Agreement shall be construed as establishing a master/servant, employer/employee, partnership, joint venture, or joint enterprise relationship between County and City/Town. City/Town and County are responsible for their own acts, forbearance, negligence and deeds, and for those of their respective officials, agents or employees in conjunction with the performance of work covered under this Agreement.

## **23. SEVERABILITY**

If any provision of this Agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions in this Agreement. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.

## **24. SIGNATORY WARRANTY**

Each person signing and executing this Agreement does hereby warrant and represent that such person has been duly authorized to execute this Agreement on behalf of City/Town or County, as the case may be.

**DALLAS COUNTY:**

By: Clay Lewis Jenkins  
Dallas County Judge

DATE: \_\_\_\_\_

**Recommended:**

By: Zachary Thompson  
Director, DCHHS

**Approved as to Form\*:**

By: Gordon Hikel  
Chief, Civil Division  
Assistant District Attorney

**CITY/TOWN OF LANCASTER:**

By: \_\_\_\_\_  
City/Town Manager/Mayor

DATE: \_\_\_\_\_

**Attested:**

By: \_\_\_\_\_  
City/Town Secretary

**Approved as to Form:**

By: \_\_\_\_\_  
City/Town Attorney

\*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

## FY2012 FEE SCHEDULE

**SEXUALLY TRANSMITTED**

Treatment	\$20 - \$45 (Sliding Scale)
Blood Drawing	\$5
Cryotherapy	\$15
Chemical Lesion Reduction	\$45
Medical Records Copies	\$5 each

**TUBERCULOSIS**

TB Testing-Level I (Office Visit)	\$30
TB Testing-Level II (QuantiFeron)	\$50
Chest X-Ray Copies	\$5

**LABORATORY**

Wet Prep	\$6 each
Gram Stain	\$6 each
GC Culture	\$14 each
RPR	\$11 each
GEN Probe GC Screen	\$47 each
GEN Probe CT Screen	\$47 each
HIV Test	\$15 each
HIV Test - Rapid	\$20 each
Salmonella/Shigella	\$16 each
TB Culture & Concentration	\$25 each
TB Identification	\$15 each
TB Susceptibility	\$31 each
TB Acid Fast Stain	\$ 8 each

**NURSING SERVICE**

Hepatitis A Havrix*	\$50/Injection
Hepatitis B Vaccine*	\$165/Series
Twinrix	\$65/Injection
<b>HDCV (IM) Rabies</b>	<b>\$270/Series</b>
HDCV (ID) Rabies	\$270/Series
<b>Pneumococcal*</b>	<b>\$55/Injection</b>
Adacel (Pertusis)	\$55/Injection
Hepatitis C Screening	\$35/Test
Japanese Encephalitis	\$345/Series
<b>Meningococcal Vaccine</b>	<b>\$125/Injection</b>
Typhoid (Polysaccharide)	\$65/Injection
Typhoid (Oral)	\$50/box
Varivax*	\$110/Injection
<b>Yellow Fever Vaccine</b>	<b>\$100/Injection</b>
Boostrix Vaccine	\$45/Injection
HIB	\$45/injection

Rabies Administrative Fee/ Serves State Vaccine	\$25
Foreign Travel Office Visit Fee	\$25

**ENVIRONMENTAL HEALTH**

Septic Tank Inspection	#\$310/Commercial/Business #\$260/Residential
Septic Tank Re-inspection	\$35/Residential \$85/Commercial
Food Establishment Inspection	\$150/yr./establishment
Half-Way Houses & Boarding Homes, Residential	\$75/plus \$25 for each additional unit on site
Mosquito Spraying for Non- contracting cities	\$185/ per hour
Water Sample	\$50
Mosquito Testing	\$35
Food Mgr. Cert. Program	\$100/per person
Food Mgr. Cert. Retesting	\$50/per person

Note: 1) # Indicates \$10 charge for State fee

**CRIMINAL TESTING**

Blood Draws	\$38
Buccal Swabs	\$38

Comprehensive TB Testing & Evaluation (Incl. Chest X-ray)	\$80
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MTD Testing for TB	\$40/ each
Pregnancy Test	\$20 each
Urinalysis	\$15 each
Dark Field	\$16 each
Chancroid Culture	\$10 each
Herpes Culture	\$38 each
Herpes Type 1 & 2 Serology	\$50 each
Group A Strep	\$14 each
<i>Urine Screen:</i>	
Neisseria Gonorrhoeae	\$47 each
Chlamydia Trachomatis	\$47 each
Lead Screen	\$10 each
Staphylococcus/Aureus Culture	\$17 each

Influenza Vaccine*	\$20/Injection
<b>MMR*</b>	<b>\$75/Injection</b>
TD*	\$40/Injection
IPV	\$45/Injection

<b>Menactra (MCV4)*</b>	<b>\$125/Injection</b>
<b>Zostavax (Shingles)*</b>	<b>\$215.00/Injection</b>
<b>Gardasil (HPV)*</b>	<b>\$165.00/Injection</b>

*Immunization/VFC Program:*

DPT,DT,Hib,	\$5/Per child
Well Baby	\$5/visit
Diabetic Testing	\$5/Test

*Records:*

Immunization Record	\$5 each
Foreign Travel Yellow Card	\$5 each

Note: Vaccines marked with an asterisks are part of the Adult Safety Net Program (ASNP). Clients eligible to receive services through the ASNP will be charged a fee of \$10/shot.

Day Care Center Inspections	\$2/per authorized child
Temporary Food Permit	\$75/plus \$10 per day
Funeral Home Inspection	\$200
FHA, VA, Conventional Loans	\$125/Licensed \$150/Unlicensed
Annual Group Home Inspection	\$50
Food Handler Class	\$15/per person
Sub-division Plat Approval	\$200/Residential \$150/Commercial
Animal Control/Quarantine	\$7/per day
Animal Control/Vicious Animal	\$12/per day
Food Manager Re-certification	\$50/Test
W/Multiple Test Sites	

## January, 2010 thru December, 2010

<i>Municipality</i>	<i>Tuberculosis</i>	<i>Sexually Transmitted Diseases</i>	<i>Laboratory</i>	<i>Communicable Disease</i>
<b>Addison</b>	129	58	366	374
<b>Balch Springs</b>	419	199	1136	269
<b>Carrollton</b>	819	232	2427	584
<b>Cedar Hill</b>	590	389	442	340
<b>Cockrell Hill</b>	200	0	18	38
<b>Coppell</b>	322	39	64	348
<b>Dallas</b>	34576	14511	77401	45584
<b>Desoto</b>	435	460	573	552
<b>Duncanville</b>	766	252	1056	503
<b>Farmers Branch</b>	297	62	916	345
<b>Garland</b>	5468	876	9210	1178
<b>Glenn Heights</b>	111	74	167	34
<b>Grand Prairie</b>	2152	547	3327	1462
<b>Highland Park</b>	0	1	0	62
<b>Hutchins</b>	61	38	206	70
<b>Irving</b>	4642	1084	8020	1707
<b>Lancaster</b>	527	562	1220	645
<b>Mesquite</b>	1934	782	3904	1377
<b>Richardson</b>	527	209	1355	3853
<b>Rowlett</b>	713	64	391	363
<b>Sachse</b>	217	11	51	112
<b>Seagoville</b>	151	75	526	84
<b>Sunnyvale</b>	20	2	2	43
<b>University Park</b>	3	0	0	142
<b>Wilmer</b>	60	70	562	10
<b>Out of County</b>	1254	1835	163369	6827
<b>Total</b>	<b>56393</b>	<b>22432</b>	<b>276709</b>	<b>66906</b>

**DALLAS COUNTY HEALTH & HUMAN SERVICES  
FY '12**

EXHIBIT C

Municipality	TB Clinic	STD Clinic	Public Health Lab	Communicable Disease Control	FY '12 Contract Total
Addison	3,403	4,076	1,835	2,767	2,500
Balch Springs	11,055	13,985	5,695	1,990	9,377
Carrollton	21,608	16,304	12,167	4,320	23,823
Cedar Hill	15,566	27,337	2,216	2,515	2,498
Cockrell Hill	5,277	0	90	281	2,301
Coppell	8,495	2,741	321	2,574	3,131
Dallas	912,235	1,019,755	388,038	337,206	1,754,252
Desoto	11,477	32,326	2,873	4,083	17,620
Duncanville	20,210	17,709	5,294	3,721	11,273
Farmers Branch	7,836	4,357	4,592	2,552	6,856
Garland	144,265	61,561	46,173	8,714	80,156
Glenn Heights	2,929	5,200	837	252	574
Grand Prairie	56,777	38,440	16,679	10,815	38,854
Highland Park	0	70	0	459	132
Hutchins	1,609	2,670	1,033	518	3,149
Irving	122,472	76,178	40,207	12,627	81,906
Lancaster	13,904	39,494	6,116	4,771	12,106
Mesquite	51,026	54,955	19,572	10,186	31,608
Richardson	13,904	14,687	6,793	28,502	23,756
Rowlett	18,811	4,498	1,960	2,685	4,925
Sachse	5,725	773	256	829	362
Seagoville	3,984	5,271	2,637	621	6,440
Sunnyvale	528	141	10	318	99
University Park	79	0	0	1,050	48
Wilmer	1,583	4,919	2,818	74	2,597
Out of County	33,085	128,954	819,025	50,502	77,142
	<b>\$1,487,844</b>	<b>\$1,576,401</b>	<b>\$1,387,238</b>	<b>\$494,934</b>	<b>\$2,197,485</b>

## EXHIBIT D

## FY'12 CONTRACT COSTS

MUNICIPALITIES	CONTRACT COST
ADDISON	\$2,500
BALCH SPRINGS	\$9,377
CARROLLTON	\$23,823
CEDAR HILL	\$2,498
COCKRELL HILL	\$2,301
COPPELL	\$3,131
* DALLAS	\$1,754,252
* DESOTO	\$17,620
* DUNCANVILLE	\$11,273
FARMERS BRANCH	\$6,856
* GARLAND	\$80,156
GLENN HEIGHTS	\$574
GRAND PRAIRIE	\$38,854
HIGHLAND PARK	\$132
HUTCHINS	\$3,149
IRVING	\$81,906
LANCASTER	\$12,106
* MESQUITE	\$31,608
* RICHARDSON	\$23,756
* ROWLETT	\$4,925
SACHSE	\$362
* SEAGOVILLE	\$6,440
SUNNYVALE	\$99
UNIVERSITY PARK	\$48
* WILMER	\$2,597
* UNINCORPORATED	\$77,142
<b>TOTAL</b>	<b>\$2,197,485</b>

**LANCASTER CITY COUNCIL**  
Agenda Communication for  
October 10, 2011

**3**

AG11-003

**Consider 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 Dallas County Department of Health and Human Services to provide food establishment inspections and other environmental health services; authorizing the City Manager to execute said agreement; providing a repealing clause; providing a severability clause; and providing an effective date.**

**This request supports the City Council 2011-2012 Policy Agenda.**

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

**Background**

Annually the City of Lancaster has contracted with Dallas County in order to provide certain food establishment inspections and other environmental health services for citizens of Lancaster. These services include: two (2) inspections per year, per establishment at a rate of \$150, with additional inspections at a rate of \$75.00 per inspection, including establishments that are closed due to noncompliance of the Health and Safety laws.

Dallas County provides food establishment inspections and other environmental health services to various cities throughout Dallas County on a contract for services basis. This cooperative effort allows all cities in Dallas County to participate in providing food establishment inspections and environmental health services for their residents, which helps promote the effectiveness of health and safety in food establishments and protection from environmental hazards.

**Considerations**

- **Operational** – A Registered Professional Sanitarian employed by Dallas County Department of Health and Human Services will perform a minimum of two (2) inspections for each food establishment per year. The inspection includes food and food protection; personnel; food equipment and utensils; water source; sewage; plumbing; toilet and hand-washing facilities; garbage and refuse disposal; insect, rodent and animal control; floors, walls, and ceiling; light; ventilation; and other operations.

The Development Services Department, Code Compliance Division has the sole responsibility of responding to requests for records of food inspection results produced under the agreement. Reports are sent on a quarterly basis from Dallas County Department of Health and Human Services.

Dallas County will also respond to Vector and/or Mosquito Control complaints. Ground application services include spraying for adult mosquitoes and treating standing water services. In the event an aerial spraying is needed, the City of Lancaster has the option to participate in Dallas County's emergency aerial mosquito spraying plan. To date, the City has not had a need for aerial spraying.

- **Legal** – The City Attorney has reviewed the agreement and resolution and approved as to form.
- **Financial** – The FY 2011-2012 contract is the same as last year. There is not an increase in fees for services. The City is responsible for collection of fees which include a minimum of two (2) inspections at a cost of \$150.00 per year/per establishment. Beginning with the third food establishment inspection, the City will pay a \$75.00 fee for each additional inspection requested by the City. Additionally, the City will collect \$75.00 for a re-opening or inspection fee of a food establishment that has been closed due to non-compliance of state rules and regulations. Because the City is responsible for collection of fees as well as responding to requests for records of food inspections, a fifty dollar (\$50.00) administrative fee will also be assessed.
- **Public Information** – Posting of the City Council agenda satisfies public information requirements.

### **Options/Alternatives**

1. City Council may approve the Interlocal Agreement for food establishment inspections and other environmental health services for its residents through Dallas County.
2. City Council may reject the Interlocal Agreement for food establishment inspections and other environmental health services. This would leave our residents without access to healthy and safe food establishments and without mosquito protection during affected parts of the year.

### **Recommendation**

Staff recommends approval of the resolution authorizing an agreement with Dallas County to provide food establishment inspections and environmental health services as outlined for fiscal year 2011-2012.

**Attachments**

- Resolution
- FY 12 Interlocal Agreement

**Prepared and Submitted by:**  
Rona Stringfellow-Govan, AICP  
Director of Development Services

**Date:** September 28, 2011

**RESOLUTION NO. 2011-10-85**

**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, TEXAS, AND DALLAS COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES TO PROVIDE FOOD ESTABLISHMENT INSPECTIONS AND ENVIRONMENTAL HEALTH SERVICES; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Dallas County Department of Health and Human Services has offered to provide certain food establishment inspections and environmental health services to cities throughout the County on a contract for services basis; and

**WHEREAS**, the City of Lancaster desires to participate with Dallas County in establishing coordinated food establishment and environmental health services for its residents and all of Dallas County; and

**WHEREAS**, Dallas County will operate certain food establishment and environmental health services for the residents of the City in order to promote the effectiveness of healthy and safe food and environmental programs;

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

**SECTION 1.** That the Dallas County Department of Health and Human Services Interlocal Agreement for Fiscal Year 2012, 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 of the City of Lancaster, Texas, is hereby authorized 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 October 2011.

**ATTEST:**

**APPROVED:**

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

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

**APPROVED AS TO FORM:**

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

<b>STATE OF TEXAS</b>	§	<b>INTERLOCAL AGREEMENT FOR FOOD</b>
	§	<b>ESTABLISHMENT INSPECTION AND</b>
	§	<b>ENVIRONMENTAL HEALTH SERVICES BETWEEN</b>
	§	<b>DALLAS COUNTY, ON BEHALF OF DALLAS</b>
<b>COUNTY OF DALLAS</b>	§	<b>COUNTY HEALTH AND HUMAN SERVICES, AND</b>
	§	<b>CITY OF LANCASTER</b>

**1. PARTIES**

This Interlocal Agreement (“Agreement”) is made by and between the City of Lancaster, Texas (“City”), a Texas municipal corporation, and Dallas County, Texas (“County”), on behalf of Dallas County Health and Human Services (“DCHHS”), a governmental entity, pursuant to the authorities granted by Texas Local Government Code Chapter 791, Interlocal Cooperation Act, Texas Health and Safety Code Chapters 437, Food and Drug Health Regulations, and 121, Local Regulation of Public Health, along with 25 Texas Administrative Code, Chapter 229, and any other applicable laws, as well as the City ordinance for inspection services of food establishments within City’s jurisdiction and other environmental health services to City.

**2. TERM**

This Agreement is effective from October 1, 2011 through September 30, 2012, unless otherwise stated in this Agreement.

**3. INSPECTION SERVICES AND REQUIREMENTS**

- A. County will perform a minimum of two (2) inspections per Agreement Term of each food establishment for which the City has submitted an inspection request and for which a fee has been collected from the said food establishment;
- B. Additional follow-up inspections will be performed as deemed necessary by County;
- C. Any additional request for follow-up inspections by City of food establishments, including food establishments that are closed due to non-compliance with the State and other applicable rules and regulations will be charged additional fees;
- D. Each food establishment inspection will be made by a Registered Professional Sanitarian employed by DCHHS, in compliance with all state laws and regulations;
- E. An examination of the following will be made during each inspection: food and food protection; personnel; food equipment and utensils; water source; sewage; plumbing; toilet and hand-washing facilities; garbage and refuse disposal; insect, rodent, and animal control; floors, walls, and ceiling; light; ventilation; and other operations.

**4. BUDGET AND PAYMENT TO COUNTY**

- A. City will collect and submit to the County a minimum of One Hundred Fifty and 00/100 Dollars (\$150.00) per Agreement Term.
- B. Beginning with the third food establishment inspection, City will pay a Seventy Five and 00/100 Dollars (\$75.00) fee for each additional inspection requested by City.

- C. City will collect Seventy Five and 00/100 Dollars (\$75.00) to be paid to the County for a re-opening or inspection fee of a food establishment that has been closed due to non-compliance of Chapter 437 of the Texas Health and Safety Code, or any other state rules and regulations.
- D. The fees are subject to change, upon prior written notice to City, if additional cost is associated with the services under this Agreement
- E. City shall pay County the stipulated fees within thirty (30) days of the monthly request for payment, or if County fails to make the payment request, then City shall pay the stipulated fees no later than the last date of this Agreement Term. Any payment not made within thirty (30) days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.

## 5. OTHER ENVIRONMENTAL HEALTH SERVICES

- A. Upon written request from City, County will respond to Vector and/or Mosquito Control complaints. Ground application services will include spraying for adult mosquitoes (“adulticiding”), and treating standing water (“larvaciding”) services.
- B. In the event aerial spraying is needed to control St. Louis Encephalitis or West Nile virus throughout the County, City will have the option to participate in the County’s emergency aerial mosquito spraying plan. Should City agree to participate in the plan, City must provide written notice to County and agree to the following:
  - 1) Indicate the areas and amount of acres to be sprayed; and
  - 2) Pay City’s proportioned share of the cost based upon the number of acres to be sprayed multiplied by the per-acre spraying cost.

## 6. RECORDS

City shall have the sole responsibility of responding to requests for records of food inspection results produced under this Agreement. County will make its best effort to forward any requests for such records that it received to City within three business days after County’s receipt of such requests.

## 7. TERMINATION

- A. Without Cause: This Agreement may be terminated in writing, without cause, by either party upon thirty (30) days prior written notice to the other party;
- B. With Cause: The County reserves the right to terminate the Agreement immediately, in whole or in part, at its sole discretion, for the following reasons:
  - 1) Lack of, or reduction in, funding or resources;
  - 2) Non-performance;
  - 3) City’s improper, misuse or inept use of funds or resources; and/or

- 4) City's submission of data, statements and/or reports that are incorrect, incomplete and/or false in any way.

## **8. CITY ORDINANCE**

In order for this Agreement to be valid, the City must have or adopt a City ordinance that provides for the inspection of food establishments by a Registered Professional Sanitarian. City must require the payment of a fee(s) by each food establishment. Ordinance enforcement shall be the responsibility of the City.

## **9. INDEMNIFICATION**

**County and City, including their respective employees and elected officials, agree that each shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of performance of this Agreement, without waiving any governmental immunity available to County or City under Texas and other applicable laws, and without waiving any available defenses under Texas and other applicable laws. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.**

## **10. INSURANCE**

City agrees that it will at all times during the term of this Agreement maintain in full force and effect insurance, or self-insurance, to the extent permitted by applicable law under a plan of self-insurance, that is also maintained in accordance with sound accounting practices. It is expressly agreed that City will be solely responsible for all cost of such insurance; any and all deductible amounts in any policy; and in the event that the insurance company should deny coverage.

## **11. NOTICE**

Any notice or certification required or permitted to be delivered under this Agreement shall be deemed to have been given when personally delivered, or if mailed, seventy-two (72) hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the contact person shown at the respective addresses set forth below, or at such other addresses as shall be specified by written notice delivered in accordance herewith:

### COUNTY

Zachary Thompson, Director  
Dallas County Health & Human Svcs.  
2377 N. Stemmons Frwy., Suite 600  
Dallas, Texas 75207-2710

### CITY OF LANCASTER

Opal Mauldin-Robertson, City Manager  
City of Lancaster  
211 N. Henry Street  
Lancaster, Texas 75146

## **12. ENTIRE AGREEMENT AND AMENDMENT**

This Agreement, including any Exhibits and Attachments, constitutes the entire agreement between the parties and supersedes any other agreements concerning the subject matter of this transaction, whether oral or written. No modification, amendment, novation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the parties.

### **13. COUNTERPARTS, NUMBER/GENDER AND HEADINGS**

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Words of any gender used in this Agreement shall be held and construed to include any other gender. Any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

### **14. SEVERABILITY**

If any provision of this Agreement is construed to be illegal, invalid, void or unenforceable, this construction will not affect the legality or validity or any of the remaining provisions. The unenforceable or illegal provision will be deemed stricken and deleted, but the remaining provisions shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

### **15. FISCAL FUNDING CLAUSE**

Notwithstanding any provisions contained in this Agreement, the obligations of the County under this Agreement are expressly contingent upon the availability of funding for each item and obligation for the term of the Agreement and any pertinent extensions. City shall not have a right of action against County in the event County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to City at the earliest possible time prior to the end of its fiscal year.

### **16. DEFAULT/CUMULATIVE RIGHTS/MITIGATION**

It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Agreement are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or otherwise. Both parties have a duty to mitigate damages.

### **17. IMMUNITY**

**This Agreement is expressly made subject to City's and County's Governmental Immunity, including, without limitation, Title 5 of the Texas Civil Remedies Code and all applicable State and federal Laws. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability, or a waiver of any tort limitation, that City or County has by operation of law, or otherwise. Nothing in this Agreement is intended to benefit any third party beneficiary.**

### **18. COMPLIANCE OF LAWS AND VENUE**

In providing services required by this Agreement, City and County must observe and comply with all licenses, legal certifications, or inspections required for the services, facilities, equipment, or

materials, and all applicable federal, State, and local statutes, ordinances, rules, and regulations. Texas law shall govern this Agreement and venue shall lie exclusively in Dallas County, Texas.

**19. RELATIONSHIP OF PARTIES**

City is an independent contractor and not an agent, servant, joint enterpriser, joint venturer or employee of County. City and County agree and acknowledge that each entity shall be responsible for its own acts, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of work covered under this Agreement.

**20. SIGNATORY WARRANTY**

City and County represent that each has the full right, power and authority to enter and perform this Agreement in accordance with all of the terms and conditions, and that the execution and delivery of Agreement have been made by authorized representatives of the parties to validly and legally bind the respective parties to all terms, performances and provisions set forth in this Agreement.

**COUNTY:**

**CITY:**

\_\_\_\_\_  
BY: Clay Lewis Jenkins  
County Judge

\_\_\_\_\_  
BY: \_\_\_\_\_  
City Manager/Mayor

**Recommended:**

\_\_\_\_\_  
BY: Zachary Thompson  
Director, DCHHS

\_\_\_\_\_  
BY: \_\_\_\_\_  
Title: \_\_\_\_\_

**Approved as to Form\*:**

**Approved as to Form:**

\_\_\_\_\_  
BY: Gordon R. Hikel  
Chief, Civil Division  
Assistant District Attorney

\_\_\_\_\_  
BY: \_\_\_\_\_  
Title: \_\_\_\_\_

\*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

# LANCASTER CITY COUNCIL

Agenda Communication for  
October 10, 2011

# 4

AG11-004

**Consider a resolution of the City Council of the City of Lancaster, Texas, amending the Master Fee Schedule, Article 4.000 Business Related Fees, Section 4.400 Food Service Establishments to amend certain fees and charges assessed and collected by the City for Food Establishment Inspections; providing a repealing clause; and providing an effective date.**

**This request supports the City Council 2011-2012 Policy Agenda.**

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

## **Background**

With the consideration and passage of the interlocal agreement with Dallas County Department of Health and Human Services for food inspections, a yearly fee of \$150 (per establishment) is proposed to be included in the City's Master Fee Schedule. These services include two inspections per year, per establishment. Upon the third inspection or any other food inspections outside of the two yearly inspections, a \$75 rate (per inspection) shall be assessed. A \$50 administrative fee will also be assessed.

## **Considerations**

- **Operational** – The Development Services, Code Compliance Division, will collect the fees for the yearly inspections. This division will also be responsible for records requests regarding food establishment inspections.
- **Legal** – The City Attorney has reviewed and approved the resolution as to form.
- **Financial** – The Dallas County Department of Health and Human Services will bill the City of Lancaster on a yearly basis for the number of inspections performed. A \$50 administrative fee will be assessed by the City in addition to the contracted amount.
- **Public Information** – There are no public information requirements.

**Options/Alternatives**

1. City Council may approve the resolution amending the Master Fee Schedule as presented.
2. City Council may approve the resolution with changes to the inspection fees. Under the terms of the agreement, Dallas County will still charge the City for two annual inspections (\$150) and \$75 for the third inspection or any other food inspection outside of the two yearly inspections.
3. City Council may reject the resolution and direct staff.

**Recommendation**

Following adoption of the resolution for the interlocal agreement, staff recommends adoption of the food inspection fees as presented.

**Attachments**

- Resolution

**Prepared By and Submitted By:**  
Rona Stringfellow-Govan, AICP  
Director of Development Services

**Date:** September 30, 2011

**RESOLUTION' NO. 2011-10-86**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, AMENDING THE MASTER FEE SCHEDULE, ARTICLE 4.000 BUSINESS RELATED FEES, SECTION 4.400 FOOD SERVICE ESTABLILSHMENTS TO AMEND CERTAIN FEES AND CHARGES ASSESSED AND COLLECTED BY THE CITY FOR FOOD ESTABLISHMENT INSPECTIONS; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lancaster desires to amend the Master Fee Schedule to provide for a yearly food establishment inspection fees collected by the City; and

**WHEREAS**, after consideration and review, the City Council finds that the Master Fee Schedule amendment should be adopted to reflect inspection fees for food establishments.

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

Section 1. That the City Council does hereby amend the Master Fee Schedule, Section 4.400 to provide for food service establishment inspection fees, which is attached hereto and incorporated herein by reference as Exhibit "A", and the same is, hereby adopted,

Section 2. That all provisions of any resolution of the City Council of the City of Lancaster in conflict with the provisions of this resolution be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this resolution shall and after remain in full force and effect.

Section 3. This resolution shall become effective 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 October 2011.

**ATTEST:**

**APPROVED:**

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

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

**APPROVED AS TO FORM:**

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

RESOLUTION NO. 2011-10-86 EXHIBIT "A"  
CITY OF LANCASTER, TEXAS  
MASTER FEE SCHEDULE

**ARTICLE 4.000 BUSINESS RELATED FEES**

**Sec. 4.400 Food Service Establishments**

The City of Lancaster shall issue a food service permit to the applicant if its inspection reveals that the proposed food service establishment complies with the requirements of Texas Health and Safety Code Chapters 437, Food and Drug Health Regulations, and 121, Local Regulation of Public Health. The permit shall be issued upon payment of a one hundred fifty dollar (\$150.00) annual inspection fee (includes two (2) inspections) set by the Dallas County Department of Health and Human Services plus an administrative fee of fifty dollars (\$50.00), which shall be due and payable on or before October 1 of each year. Such permit shall expire on September 30 of the succeeding year. Such permit shall be payable in full if the permit is issued at the beginning of the fiscal year or prorated as deemed appropriate by staff depending upon when it is issued within the year. All food service establishment permits shall expire on September 30 of each year and be reissued upon inspection and payment of the required fee, to be effective on October 1.

Beginning with the third food establishment inspection or any other food inspection outside of the two yearly inspections, a seventy-five dollar (\$75.00) fee will be assessed for each additional inspection.

**LANCASTER CITY COUNCIL**  
Agenda Communication for  
October 10, 2011

**5**

AG11-005

**Consider an ordinance of the City of Lancaster, Texas, amending the Lancaster Code of Ordinances by amending Article 12.2600, "Truck Idling," by amending Section 12.2602 to provide for year round enforcement; and amending Section 12.2603 by amending the exemptions and adopting limited exemptions for armored cars and commercial vehicles with idle reduction systems; providing an exemption for idling during government mandated rest periods; amending Section 12.2604 to provide for a maximum fine of \$500.00; providing for severability; providing a savings clause; providing a repealing clause; providing a penalty of fine for each offense; and providing an effective date.**

**This request supports the City Council 2011-2012 Policy Agenda.**

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

**Background**

The City of Lancaster was an early leader in prohibiting large vehicle idling, adopting an ordinance in October of 2004 that prohibited truck idling within the City limits. The City Council continues to demonstrate its commitment to improved air quality in the region and on January 12, 2009, adopted a resolution supporting locally enforced motor vehicle idling limitations in North Central Texas as established by the Regional Transportation Council. The resolution also provided for adoption of the Texas Commission on Environmental Quality's (TCEQ) idling limitations rule.

In 2010, additional language was added to the TCEQ rule which provides for year round enforcement, amending and providing exemptions for armored cars and commercial vehicles with idle reduction systems installed, provides an exemption for idling during government mandated rest periods, and provides for a maximum fine of \$500.00.

**Considerations**

- **Operational** - Adoption of the amended ordinance allows for enforcement by City police officers of idling restrictions in accordance with the TCEQ idling limitations rule and other State statutes. Updating the ordinance supports the City's pledge to help improve air quality in the region and enforce truck idling laws.

- **Legal** - The City Attorney prepared the updated ordinance.
- **Financial** - While there is no direct financial impact to the City in amending the ordinance, supporting locally enforced idling limitations in the North Central Texas area offers opportunities for officer training on emissions database and facilitates discussion among agencies pertaining to enforcement funding opportunities.
- **Public Information** - This information will be distributed through the proper City related communication channels. Additionally, flyers provided by NCTCOG will be distributed to local businesses that traditionally utilize commercial vehicles during the course of business, as well as the posting of signs along routes frequently traveled by commercial vehicles.

### **Options/Alternatives**

1. City Council may adopt the ordinance as presented.
2. City Council may reject the ordinance and direct staff regarding the matter.

### **Recommendation**

Staff recommends approval of the ordinance as presented.

### **Attachments**

- Ordinance

**Prepared and submitted by:**  
Wes Blair, Assistant Chief of Police

**Date:** September 13, 2011

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

**AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, AMENDING THE LANCASTER CODE OF ORDINANCES BY AMENDING ARTICLE 12.2600, "TRUCK IDLING," BY AMENDING SECTION 12.2602 TO PROVIDE FOR YEAR ROUND ENFORCEMENT; AND AMENDING SECTION 12.2603 BY AMENDING THE EXEMPTIONS AND ADOPTING LIMITED EXEMPTIONS FOR ARMORED CARS AND COMMERCIAL VEHICLES WITH IDLE REDUCTION SYSTEMS; PROVIDING AN EXEMPTION FOR IDLING DURING GOVERNMENT MANDATED REST PERIODS; AMENDING SECTION 12.2604 TO PROVIDE FOR A MAXIMUM FINE OF \$500.00; PROVIDING FOR SEVERABILITY; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A PENALTY OF FINE FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lancaster, Texas has adopted regulations concerning the idling of vehicles within the City's jurisdiction; and

**WHEREAS**, the City Council wishes to amend the vehicle idling regulations to reflect recent state legislation and rules passed by the TCEQ.

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

**SECTION 1.** That the Lancaster Code of Ordinances be, and the same is, hereby amended by amending Article 12.2600, Truck Idling, by amending Section 12.2602 to provide for year round enforcement; and by amending Section 12.2603 by adding limited exemptions for armored cars and commercial vehicles with idle reduction systems, and for vehicles idling during government mandated rest periods, which shall read as follows:

**"ARTICLE 12.2600 TRUCK IDLING**

.....

**Sec. 12.2602 Control Requirements for Motor Vehicle Idling**

No person shall cause, suffer, allow or permit the primary propulsion engine of a motor vehicle to idle for more than five (5) consecutive minutes when the vehicle is not in motion.

**Sec. 12.2603 Exemptions**

The provisions of this article do not apply to:

- (1) A motor vehicle that has a gross vehicle rating of 14,000 pounds or less or of 14,400 pounds for motor vehicles equipped with a system that provides heating,

cooling, or electrical service to a commercial vehicle's sleeper berth for the purpose of reducing the idling of the vehicle.

.....

- (11) A motor vehicle when idling is necessary to power a heater or air conditioner while a driver is using the vehicle's sleeper berth for a government-mandated rest period and is not within two miles of a facility offering external heating and air-conditioning connections at a time when those connections are available;
- (12) The primary propulsion engine of a motor vehicle being used to provide air conditioning or heating necessary for employee health or safety in an armored vehicle while the employee remains inside the vehicle to guard the contents or while the vehicle is being loaded or unloaded; and
- (13) Any motor vehicle with a gross vehicle weight rating greater than 8,500 pounds that is equipped with a 2008 or subsequent model year heavy-duty diesel engine or liquefied or compressed natural gas engine that has been certified by the United States Environmental Protection Agency or another state environmental agency to emit no more than 30 grams of nitrogen oxides emissions per hour when idling.

.....

#### **Section 12.2604 Penalties**

An offense under this article is punishable as follows:

- (1) Minimum of \$200.00 fine per unit for the first offense.
- (2) Minimum of \$400.00 fine per unit for the second offense.
- (3) Maximum fine not to exceed \$500.00 per unit for the third and subsequent offense."

**SECTION 2.** That should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, or of the Lancaster Code of Ordinances, as amended hereby, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance or as amended hereby, which shall remain in full force and effect.

**SECTION 3.** An offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Ordinances of the City of Lancaster, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

**SECTION 4.** That any person, firm, or corporation violating any provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the City of Lancaster, as heretofore amended and upon conviction shall be punished by a fine not exceeding \$500.00. The penalty imposed for a violation of this ordinance shall not exceed or be less than the penalty prescribed by state law, and each and every day such violation shall continue shall be deemed to constitute a separate offense.

**SECTION 5.** That this ordinance shall take effect immediately from and after its passage as the law and charter in such cases provide.

**DULY PASSED** by the City Council of the City of Lancaster, Texas, this the 10<sup>th</sup> day of October 2011.

**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 for  
October 10, 2011

**6**

AG11-006

**Consider a resolution of the City Council of the City of Lancaster, Texas, declaring certain board, commission and committee position(s) vacant due to excessive absences; and providing an effective date.**

**This request supports the City Council 2011-2012 Policy Agenda.**

**Goal: Civic Engagement**

**Background**

In June 2003, City Council adopted an attendance policy for all City Boards and Commissions. The Attendance Policy states "Absences from three (3) consecutive meetings or a total of five (5) absences within a twelve month period shall constitute excessive absences." The policy further states that upon review of the attendance records "The council, at its next regularly scheduled meeting, shall declare the position vacant..."

City Council asked to review the attendance records on a quarterly basis. Attached are attendance records updated through September 2011 for the following boards:

- Airport Advisory Board
- Animal Shelter Advisory Committee
- Economic Development Corporation Board
- Historic Landmark Preservation Committee
- Library Advisory Board
- Parks and Recreation Advisory / Recreational Development Corporation Board
- Planning and Zoning Commission
- Property Standards and Appeals Board
- Zoning Board of Adjustment

**Considerations**

A review of the attendance records indicates the following member did not meet attendance standards.

**Parks and Recreation Advisory Board**

Coy Poitier - regular member (term expires July 2012)

The City Council deemed it necessary to establish guidelines for attendance by members of the City's boards and commissions in order to provide for the orderly and effective conduct of meetings and hearings.

**Options/Alternatives**

1. Council may approve the resolution declaring a vacancy in a position where attendance standards have not been met.
2. Council may deny the resolution.

**Recommendation**

No staff recommendation. This is a matter of Council policy.

**Attachments**

- Resolution
- Attendance records as noted above
- City Board and Commission Attendance Policy

**Prepared and submitted by:**  
Angie Arenas, Assistant City Secretary

**Date:** October 5, 2011

**RESOLUTION NO. 2011-10-87**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, DECLARING CERTAIN BOARD, COMMISSION, AND COMMITTEE POSITION(S) VACANT DUE TO EXCESSIVE ABSENCES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council deemed it necessary to establish guidelines for attendance for members of the City's various boards, commissions and committees through a Resolution approved in June 2003; and

**WHEREAS**, the City Council outlined attendance standards in order to provide for the orderly and effective conduct of meetings and hearings; and

**WHEREAS**, the City Council believes that it is unfair to the citizens served and to those board, commission, and committee members who are faithful and prompt in their attendance to overlook excessive absences; and

**WHEREAS**, the City Council has determined that it is in the best interest of the citizens, boards, commissions, and committees of the City of Lancaster to declare positions vacant where attendance standards have not been met;

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

**SECTION 1:** That the following position is declared vacant due to excessive absences as defined in the City of Lancaster Attendance Policy.

Parks and Recreation Advisory Board / Lancaster Recreational Development Corp.  
Coy Poitier – regular member (term expires 2012)

**SECTION 2.** The Resolution shall become effective immediately upon its passage.

**DULY PASSED** and approved by the City Council of the City of Lancaster, Texas, on this the 10<sup>th</sup> day of October 2011.

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

# AIRPORT ADVISORY BOARD

Meeting Attendance													
Term Expires	Board Members	Oct 10	Nov 10	Dec 10	Jan 11	Feb 11	Mar 11	Apr 11	May 11	Jun 11	Jul 11	Aug 11	Sept 11
2013	Dean Byers	P	P	MC	P	P	P	A	P	P	MC	P	P
2013	John Stewart	A	P	MC	A	P	P	P	P	A	MC	P	P
2013	Tim Fagan	P	P	MC	A	P	P	P	A	P	MC	P	P
2012	Andy Mungenast	P	P	MC	P	P	P	P	P	P	MC	A	P
2012	Dr. Charles Waldrop, Jr.	P	P	MC	P	P	P	P	P	P	MC	P	P
2012	Keith Hutchinson	P	P	MC	P	P	P	P	P	P	MC	P	P
	<b>ALTERNATE</b>												
2012	Chris Chatmon											Appt.*	P

\* Meeting held day after appt.

**A= Absent**

**P = Present**

**NM = No Meeting**

**LC = Lack of Quorum**

**MC = Meeting Cancelled**

Staff Contact - Mark Divita

Council Liason - Councilmember Walter Weaver

Rev. 10/6/2011

# ANIMAL SHELTER ADVISORY COMMITTEE

Meeting Attendance													
Term Expires	Board Members	Oct 10	Nov 10	Dec 10	Jan 11	Feb 11	Mar 11	Apr 11	May 11	Jun 11	Jul 11	Aug 11	Sep 11
2013	Mark Wilson	MC	MC	MC	P	MC	P						
2013	Nancy Sewell	MC	MC	MC	P	MC	A						
2012	Dr. Alleice Summers	MC	MC	MC	P	MC	P						
2012	Larry King	MC	MC	MC	P	MC	P						
2012	Thomas Hail	MC	MC	MC	P	MC	P						
	<b>ALTERNATE</b>												
2012	Barbara Weatherspoon											Appt./MC	P

*A = Absent*

*P = Present*

*NM = No Meeting*

*LC = Lack of Quorum*

*MC = Meeting Cancelled*

*Staff Contact - Larry King*

*Council Liaison - Councilmember Marco Mejia*

*Rev. 10/5/2011*

# LANCASTER ECONOMIC DEVELOPMENT CORP. (4A)

Meeting Attendance													
Term Expires	Board Members	Oct 11	Nov 11	Dec 11	Jan 11	Feb 11	Mar 11	Apr 11	May 11	Jun 11	Jul 11	Aug 11	Sep 11
2014	Burleigh Forman											Appt./NM	NM
2014	Jon Cole											Appt./NM	NM
2014	Vanessa Sheffield	MC	NM	NM	MC	NM	NM	MC	P	NM	NM	NM	NM
2013	Ric Peterson	MC	NM	NM	MC	NM	NM	MC	A	NM	NM	NM	NM
2013	Sandi Collier	MC	NM	NM	MC	NM	NM	MC	P	NM	NM	NM	NM

**A = Absent**  
**P = Present**  
**NM = No Meeting**  
**LC = Lack of Quorum**  
**MC = Meeting Cancelled**

**Staff Contact - Ed Brady**  
**Council Liaison - DMPT Nina Morris**

**Rev. 10/5/2011**

# HISTORIC LANDMARK PERSERVATION COMMITTEE

		Meeting Attendance													
Term Expires	Board Members	Oct 10	Nov 10	Dec 10	Jan 11	Feb 11	Mar 11	Apr 11	May 11	Jun 11	Jul 11	Aug 11	Sep 11		
2013	Cheryl Wright	MC	MC	MC	A	MC	MC	MC	P	MC	P	MC	MC		
2013	Gilles Delaisse	Appt.	MC	MC	P	MC	MC	MC	A	MC	P	MC	MC		
2013	Glenn Hooper	MC	MC	MC	P	MC	MC	MC	P	MC	P	MC	MC		
2012	Carolyn Miller	MC	MC	MC	P	MC	MC	MC	A	MC	A	MC	MC		
2012	Dee Hinkle	MC	MC	MC	P	MC	MC	MC	P	MC	P	MC	MC		
	<b>Alternate</b>														
2012	Patricia Siegfried-Giles											APPT./MC	MC		

**A = Absent**

**P = Present**

**NM = No Meeting**

**LC = Lack of Quorum**

**MC = Meeting Cancelled**

**Staff Contact - Rona Stringfellow**

**Council Liaison - Councilmember James Daniels**

**Rev. 10/5/2011**

# LIBRARY ADVISORY BOARD

Meeting Attendance													
Term Expires	Board Members	Oct 10	Nov 10	Dec 10	Jan 11	Feb 11	Mar 11	Apr 11	May 11	Jun 11	Jul 11	Aug 11	Sep 11
2013	Kathy Gaither	P	NM	NM	P	NM	NM	P	P	NM	P	A	NM
2013	Nakesha Reddick	P	NM	NM	P	NM	NM	P	P	NM	P	P	NM
2013	Valencia Stimage											Appt./P	NM
2012	Sarah Barber	P	NM	NM	P	NM	NM	P	P	NM	P	P	NM
2012	Sian Whitfield	P	NM	NM	P	NM	NM	P	P	NM	P	P	NM
2012	Lana Filgo	A	NM	NM	P	NM	NM	A	P	NM	P	P	NM
2012	Laurie Telfair	A	NM	NM	A	NM	NM	P	P	NM	A	P	NM
	<b>ALTERNATE</b>												
2012	Quinnest R. Banks											Appt./A	NM

**A = Absent**

**P = Present**

**LC = Lack of Quorum**

**MC = Meeting Cancelled**

**N/A = No Scheduled Meeting**

**Staff Contact - Cami Loucks**  
**Council Liaison - MPT Clyde Hairston**

**Rev. 10/6/2011**

# PARKS AND RECREATION ADVISORY BOARD LANCASTER RECREATIONAL DEVELOPMENT CORP. (4B)

Meeting Attendance													
Term Expires	Board Members	Oct 10	Nov 10	Dec 10	Jan 11	Feb 11	Mar 11	Apr 11	May 11	Jun 11	Jul 11	Aug 11	Sep 11
2013	Abe Cooper				Appt./P	P	P	P	MC	P	MC	P/P	P
2013	Darwin Isham	P/P	P	MC	P	A	P	P	MC	P	MC	P/A	P
2013	Mary Sykes	P/A	A	MC	P	P	P	P	MC	P	MC	P/P	P
2012	Willene Watson	P/P	P	MC	P	P	P	P	MC	P	MC	P/P	P
2012	Coy Poitier	A/A	P	MC	A	P	P	A	MC	P	MC	P/A	A
2012	Cecelia Rutherford	P/P	A	MC	P	P	P	A	MC	P	MC	P/P	P
2012	Spencer Hervey	P/P	A	MC	P	P	P	P	MC	P	MC	P/P	P
	<b>ALTERNATE</b>												
2012	Deborah Brooks											Appt./P/A	A

**A = Absent**  
**P = Present**  
**NM = No Meeting**  
**LC = Lack of Quorum**  
**MC = Meeting Cancelled**

**Staff Contact - Sean Johnson**  
**Council Liaison - Councilmember MPT Clyde Hairston**

**Rev. 10/6/2011**

# PLANNING AND ZONING COMMISSION

Meeting Attendance													
Term Expires	Board Members	Oct 10	Nov 10	Dec 10	Jan 11	Feb 11	Mar 11	Apr 11	May 11	Jun 11	Jul 11	Aug 11	Sep 11
2013	James Mitchell											appt/P	appt/P
2013	Marian Elkins											appt/P	appt/P
2013	Lawrence Prothro											appt/P	appt/P
2012	Quinnie Wright								appt/P	P	P	P/P	P
2012	Mary Jane Colton	P/A	P/P/P	P	P	P	P	P	P	P	P	P/P	P

**A = Absent**

**P = Present**

**NM = No Meeting**

**LC = Lack of Quorum**

**MC = Meeting Cancelled**

**Staff Contact - Nathaniel Barnett**

**Council Liaison - Councilmember James Daniels**

**Rev. 10/6/2011**

# PROPERTY STANDARDS AND APPEALS BOARD

Meeting Attendance													
Term Expires	Board Members	Oct 10	Nov 10	Dec 10	Jan 11	Feb 11	Mar 11	Apr 11	May 11	Jun 11	Jul 11	Aug 11	Sep 11
2013	Cassandra Andrews	MC	P	MC	MC	MC							
2013	Mark Larson	MC	P	MC	MC	MC							
2012	Carlton Terry	MC	A	MC	MC	MC							
2012	Richard Wilson	MC	P	MC	MC	MC							
2012	Sue Wyrick	MC	P	MC	MC	MC							
	<b>ALTERNATE</b>												
2012	Carolyn Morris											Appt./MC	MC

**A = Absent**

**P = Present**

**NM = No Meeting**

**LC = Lack of Quorum**

**MC = Meeting Cancelled**

**Staff Contact - Larry King**

**Council Liaison - Councilmember Marco Mejia**

**Rev. 10/6/2011**

# ZONING BOARD OF ADJUSTMENT

Meeting Attendance													
Term Expires	Board Members	Oct 10	Nov 10	Dec 10	Jan 11	Feb 11	Mar 11	Apr 11	May 11	Jun 11	July 11	Aug 11	Sep 11
2013	Deborah Taylor	MC	P	MC	P	MC	MC	MC	MC	P	MC	MC	MC
2013	Kimest Sanders	MC	P	MC	P	MC	MC	MC	MC	P	MC	MC	MC
2013	Margaret Brooks	MC	P	MC	A	MC	MC	MC	MC	P	MC	MC	MC
2012	Sharon Brooks	MC	A	MC	P	MC	MC	MC	MC	P	MC	MC	MC
2012	Keith Burnett	MC	P	MC	P	MC	MC	MC	MC	P	MC	MC	MC
	<b>ALTERNATE</b>												
2012	Rebecca Torres-Swanson											Appt./MC	MC

**A = Absent**

**P = Present**

**NM = No Meeting**

**LC = Lack of Quorum**

**MC = Meeting Cancelled**

**Staff Contact - Rona Stringfellow**

**Council Liaison - Councilmember Stanley Jaglowski**

**Rev. 10/6/2011**



**City of Lancaster  
Boards, Commissions and Committees  
Attendance Policy**

Persons appointed to city boards, commissions or committees can only be effective members or alternates if they attend the groups' meetings regularly. Attendance Reports will be maintained by City staff liaisons to the boards/commissions/committees and provided to the City Council on a quarterly basis for their review. In case of excessive absences, the following shall apply:

- (a) In case of excessive absences, a board, commission or committee member or alternate shall be removed from office. Absences from three (3) consecutive meetings or a total of five (5) absences within a twelve-month period shall constitute excessive absences. This provision shall apply even if such meeting is subsequently canceled or postponed due to lack of a quorum.
  
- (b) The procedure for removal of a member or alternate is as follows: Immediately after a member or alternate has three (3) consecutive absences or a total of five (5) absences within a twelve-month period, the staff liaison of the board, commission or committee shall notify the president or chair in writing. The staff liaison shall notify the city secretary with recommendations in writing within five (5) days of receiving notification. The city secretary shall notify the mayor and city council in writing within five (5) days of receiving notification. The council, at its next regularly scheduled meeting, shall declare the position vacant and instruct the city secretary to notify the board or commission member in question to that effect. The council shall then appoint someone to fill the vacancy from the available alternates or publish the vacancy and make an appointment after sufficient time has passed to receive applications for the position.

**LANCASTER CITY COUNCIL**  
Agenda Communication for  
October 10, 2011

**7**

AG11-007

**Discuss the proposed redistricting plan (Illustrative Plan 1) and consider possible action to adjust the proposed redistricting plan.**

**This request supports the City Council 2011-2012 Policy Agenda.**

**Goal: Civic Engagement**

**Background**

At the October 3, 2011 special Council meeting, Council conducted a public hearing on the proposed Illustrative Plan 1 and received input from two interested persons. No written comments or plans have been submitted as of this writing. Following the public hearing, Council discussed Illustrative Plan 1 and directed staff to bring the plan forward for consideration at the October 10, 2011 Council meeting.

This agenda item allows for discussion of Illustrative Plan 1 and permits minor adjustments to the plan if desired by Council. Minor adjustments to the plan require action by City Council. If Council desires to tweak the proposed redistricting plan, a motion and second, followed by a majority vote is necessary.

Council may take formal action to officially adopt the redistricting plan in the following separate agenda item.

**Attachments**

- Illustrative Plan 1

**Prepared and submitted by:**  
Dolle K. Downe, City Secretary

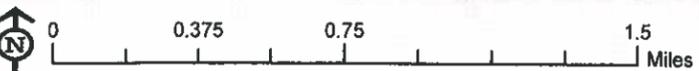
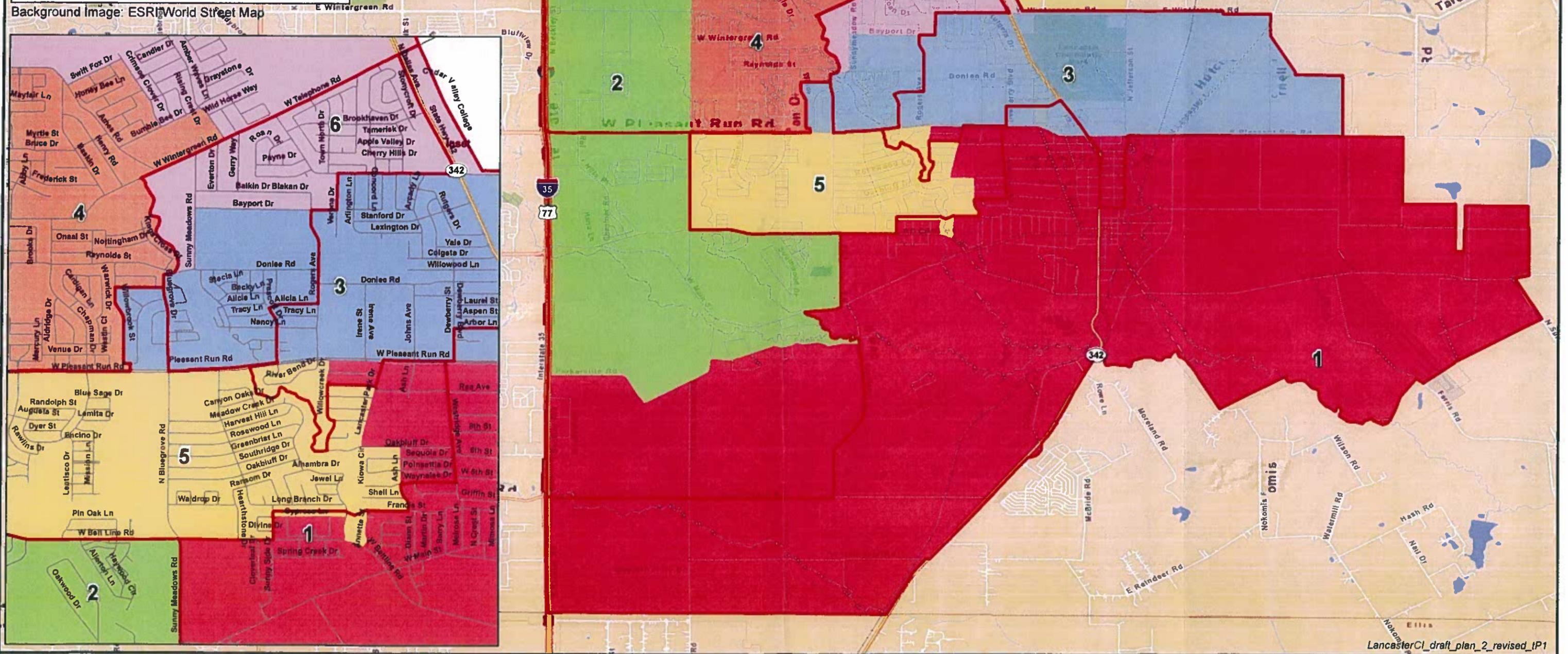
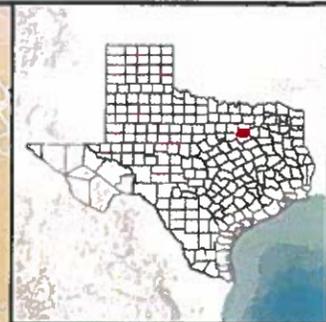
**Date:** October 4, 2011

**Legend**

- 2001 Single Member Districts - Benchmark
- 2010 Census Blocks
- Interstates
- US Routes
- Major Roads

**Single Member Districts - Illustrative Plan 1**

1 2 3 4 5 6



Coordinate System: GCS North American 1983;  
Datum: North American 1983; Created: 9/13/11

# City of Lancaster - Illustrative Plan 1

© 2011 Bickerstaff Heath Delgado Acosta LLP  
Data Source: Roads, Water and other features obtained from the 2010 Tiger/line files, U.S. Census Bureau



LancasterCI\_draft\_plan\_2\_revised\_IP1

**LANCASTER CITY COUNCIL**  
Agenda Communication for  
October 10, 2011

**8**

AG11-008

**Discuss and consider a resolution of the City Council of the City of Lancaster, Texas, approving the redistricting of the City's single-member council districts and establishing new district boundary lines based on 2010 Census data for Lancaster City Council elections; directing the City's redistricting consultant to submit the adopted plan for preclearance under Section 5 of the Federal Voting Rights Act; and providing for an effective date.**

**This request supports the City Council 2011-2012 Policy Agenda.**

**Goal: Civic Engagement**

**Background**

Following discussion of the proposed redistricting plan, Council may take formal action to adopt the redistricting plan of Council's choice.

**Considerations**

- **Operational** – Council must take formal action to adopt the final redistricting plan for submission to the Department of Justice (DOJ) for preclearance under Section 5 of the federal Voting Rights Act. The Department of Justice may take sixty days for review of the submitted plan. If the Department of Justice requests any clarification(s), their review period is extended. Bickerstaff, our consulting firm, will address questions, if any, from the DOJ's office.
- **Legal** – Preclearance of the adopted redistricting plan by the Department of Justice is required for the redistricting plan to become valid for Lancaster municipal elections.
- **Financial** – Redistricting services are provided under the contract with Bickerstaff Heath Delgado Acosta LLP as approved by Council on February 28, 2011.
- **Public Information** – City Council conducted a public hearing on the proposed redistricting plan on October 3, 2011 to receive comments from citizens and other interested persons. A notice of public hearing was published in the City's

newspaper of record, *Focus Daily News*, in both English and Spanish, on two consecutive Thursdays (September 22 and 29, 2011) prior to the public hearing. In addition, a letter inviting input regarding the Illustrative Plan was mailed to board and commission members, homeowners associations, and the Civic Leadership class. An email with information similar to the letter was sent to the Lancaster ISD trustees, all Lancaster PTA board members, Cedar Valley College, the Lancaster Chamber of Commerce, and the Ministerial Alliance. The link to redistricting information was included in Lancaster Live on two consecutive Fridays.

General information regarding redistricting and the Initial Assessment conducted by Bickerstaff has been available on the City's website since September 1. Information, in both English and Spanish, regarding redistricting was updated on the City's website on September 16 to include the Illustrative Plan, the public hearing notice and other details regarding the process for public comment, as well as the adopted criteria and guidelines for submission of a redistricting plan.

Also on September 16, information regarding redistricting, the notice of public hearing in English and Spanish, and the Illustrative Plan were posted on the City bulletin board (where agendas are posted). In addition, a large map of the Illustrative Plan has been in the lobby at City Hall since September 16 for viewing.

### **Options/Alternatives**

1. Council may adopt the resolution approving the redistricting plan.
2. Council may deny the resolution and direct staff and/or the consulting firm [Bickerstaff].

### **Recommendation**

Staff recommends adoption of a redistricting plan of the Council's choice. Adoption of the redistricting plan maintains Council's timeline to submit the plan and receive response from the Department of Justice in a timely manner.

### **Attachments**

- Resolution with Exhibits

**Prepared and submitted by:**  
Dolle K. Downe, City Secretary

**Date:** October 4, 2011

**RESOLUTION NO. 2011-10-88**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE REDISTRICTING OF THE CITY'S SINGLE-MEMBER COUNCIL DISTRICTS AND ESTABLISHING NEW DISTRICT BOUNDARY LINES BASED ON 2010 CENSUS DATA FOR LANCASTER CITY COUNCIL ELECTIONS; DIRECTING THE CITY'S REDISTRICTING CONSULTANT TO SUBMIT THE ADOPTED PLAN FOR PRECLEARANCE UNDER SECTION 5 OF THE FEDERAL VOTING RIGHTS ACT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the results of the 2010 federal Census have been considered and indicate that the City of Lancaster's single-member council districts are sufficiently out of population balance to require redistricting in order to comply with the "one-person, one-vote" (equal population) principle established by the U.S. Constitution; and

**WHEREAS**, the City of Lancaster (the "City") engaged the law firm of Bickerstaff Heath Delgado Acosta LLP to act as the City's redistricting consultant, including advising and assisting the City Council in preparation of a new redistricting plan in compliance with applicable requirements of state and federal law; and

**WHEREAS**, on July 25, 2011, the City Council adopted redistricting criteria to assist the City and the public in developing redistricting plans which comply with applicable federal and state laws, and the adopted redistricting criteria were applied in the development of the City's new redistricting plan; and

**WHEREAS**, on July 25, 2011, the City Council also adopted redistricting guidelines regarding the submission of comments and proposed plans by the public, to ensure the ability of the City to timely receive and adequately consider them; and

**WHEREAS**, during the redistricting process the City provided notice to the public of its proposed discussions and development of a redistricting plan through meeting agendas posted in compliance with the Texas Open Meetings Act, notices on the City's website, and publication of newspaper notices as well as providing certain individual notices regarding public hearings; and

**WHEREAS**, the City Council has considered the proposed redistricting plan at a City Council meeting on September 12, 2011 and at a public hearing held on October 3, 2011, and has considered oral testimony, reports from the City's redistricting consultant, and proposed plans regarding the appropriate reconfiguration of the council member districts; and

**WHEREAS**, the City Council finds that the attached city council district redistricting plan is in the best interest of the citizens of the City, complies with the adopted redistricting criteria, and is believed to comply with all state and federal requirements, including requirements for preclearance under Section 5 of the federal Voting Rights Act;

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

**A.** That the existing single-member council district boundary lines for the City of Lancaster are hereby amended, and the new districting plan, denominated "Illustrative Plan 1," depicted on the map attached hereto as **Exhibit A**, defining new districts, as such new districts are further described in the tables attached hereto as **Exhibit B** reporting populations and demographic statistics for each such new district, is hereby adopted and designated to define the City's six single-member council districts from and after the Effective Date; that **Exhibits A and B** are incorporated by reference in and made a part of this RESOLUTION, and shall be kept on file in the City Secretary's Office; and, further, that the City's redistricting consultant is hereby authorized and directed to submit the adopted plan to the United States Department of Justice for preclearance under the Section 5 of the Voting Rights Act.

**B.** That this RESOLUTION shall take and be given effect immediately upon preclearance of the adopted plan under Section 5 of the Voting Rights Act; and that thereafter all Lancaster City Council elections shall be held under and in accordance with the new single-member council district districting plan here adopted by the City Council and precleared by the Department of Justice, until such time as a subsequent lawfully-enacted districting plan shall be adopted to replace this plan and has been precleared under Section 5 or its successor statute, as applicable.

**PASSED AND APPROVED** by the City Council of the City of Lancaster, Texas this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**APPROVED:**

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

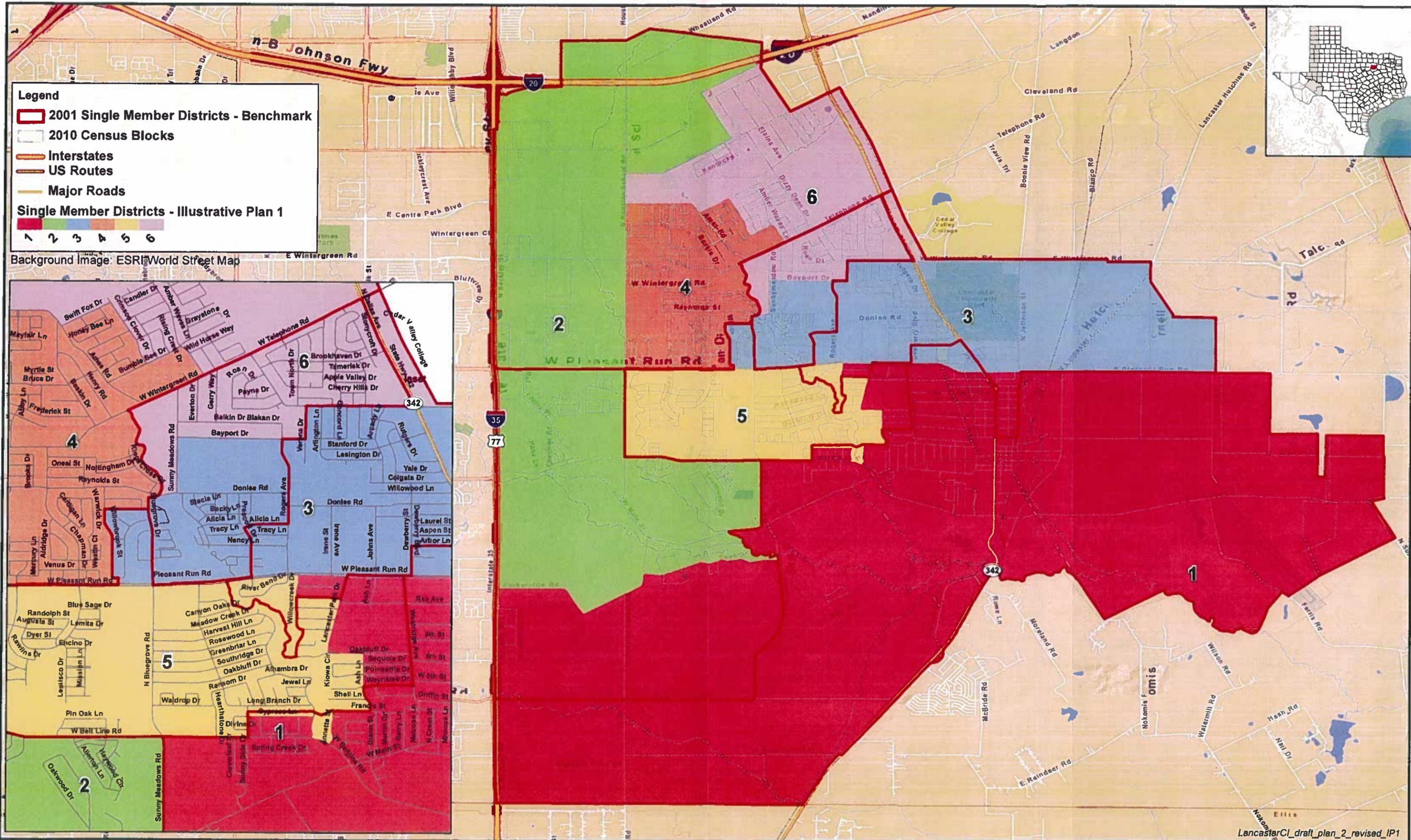
**ATTEST:**

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

**APPROVED AS TO FORM:**

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

# **EXHIBIT A**



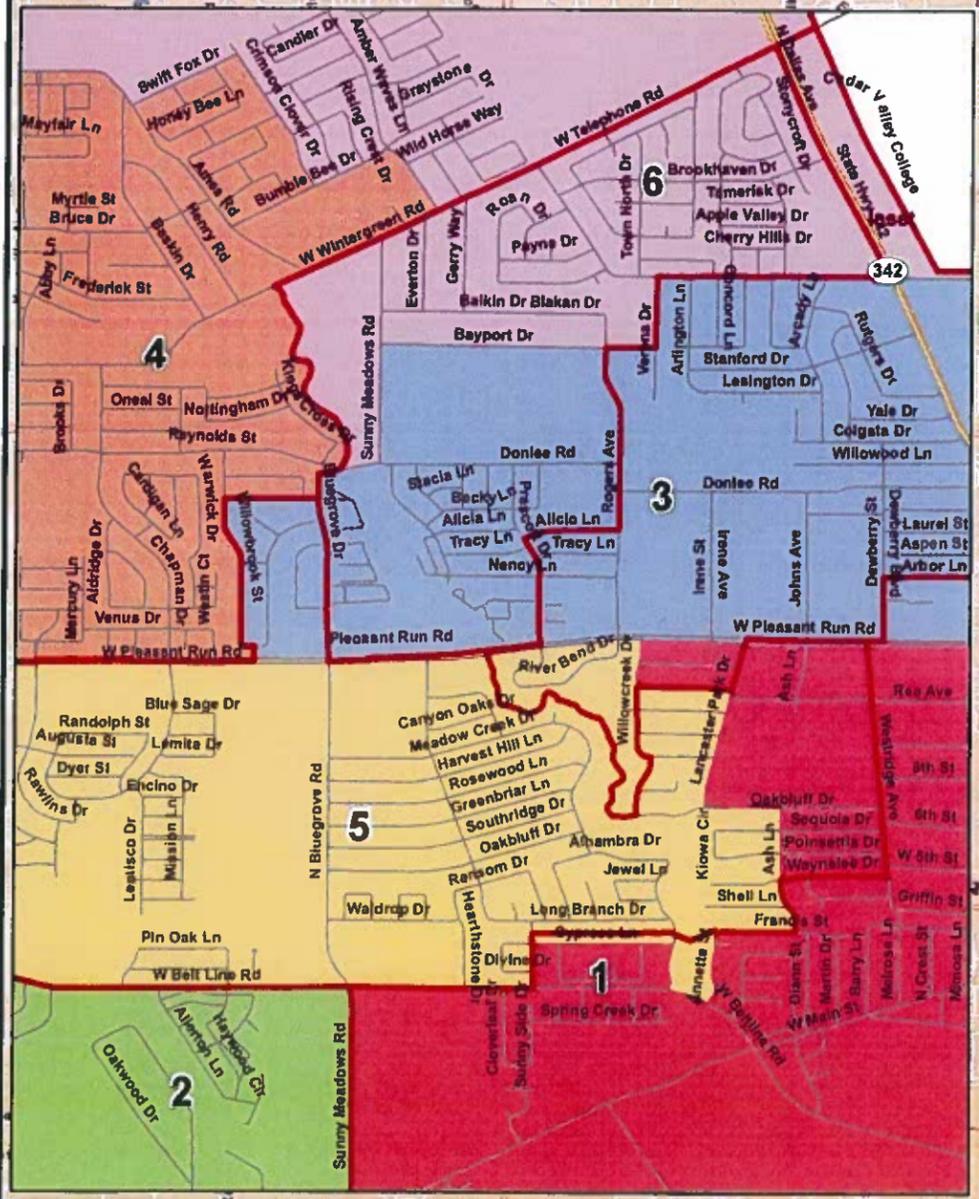
**Legend**

- 2001 Single Member Districts - Benchmark
- 2010 Census Blocks
- Interstates
- US Routes
- Major Roads

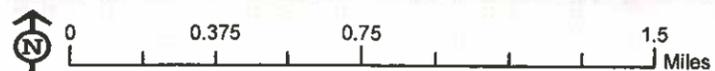
**Single Member Districts - Illustrative Plan 1**

1 2 3 4 5 6

Background Image: ESRI World Street Map



LancasterCI\_draft\_plan\_2\_revised\_IP1



Coordinate System: GCS North American 1983;  
Datum: North American 1983; Created: 9/13/11

# City of Lancaster - Illustrative Plan 1

© 2011 Bickerstaff Heath Delgado Acosta LLP  
Data Source: Roads, Water and other features obtained from the 2010 Tiger/line files, U.S. Census Bureau



# **EXHIBIT B**

# City of Lancaster

## Illustrative Plan 1

### Summary 2010 Census Total and Voting Age Population

District	Persons	Deviation	Hispanic % of Total Population	Non-Hispanic Anglo % of Total Population	Non-Hispanic Black % of Total Population	Non-Hispanic Asian % of Total Population	Non-Hispanic Other % of Total Population
1	6,291	3.91%	24.72%	31.43%	41.27%	0.27%	2.32%
2	6,216	2.68%	15.52%	13.16%	69.13%	0.29%	1.91%
3	5,968	-1.42%	18.41%	14.06%	65.68%	0.25%	1.59%
4	5,843	-3.49%	9.22%	4.89%	84.44%	0.36%	1.08%
5	5,887	-2.76%	9.38%	7.30%	81.57%	0.05%	1.70%
6	6,118	1.06%	23.31%	5.43%	69.89%	0.41%	0.96%
<b>Totals</b>	<b>36,323</b>		<b>16.89%</b>	<b>12.89%</b>	<b>68.35%</b>	<b>0.27%</b>	<b>1.60%</b>

Ideal Size = 36,323 / 6 = 6,054 per district.

Total Maximum Deviation = 3.91% - (-3.49%) = 7.4%

Some percentages may be subject to rounding error.

District	Total VAP*	Hispanic % of Total VAP	Non-Hispanic Anglo % of Total VAP	Non-Hispanic Black % of Total VAP	Non-Hispanic Asian % of Total VAP	Non-Hispanic Other % of Total VAP
1	4,528	19.72%	38.25%	40.00%	0.31%	1.66%
2	4,238	13.73%	16.47%	67.91%	0.31%	1.58%
3	4,135	16.32%	18.04%	63.89%	0.31%	1.43%
4	3,927	8.48%	6.09%	84.03%	0.36%	1.04%
5	4,058	8.01%	9.49%	80.88%	0.07%	1.55%
6	4,101	21.82%	6.97%	69.98%	0.51%	0.71%
<b>Totals</b>	<b>24,987</b>	<b>14.82%</b>	<b>16.35%</b>	<b>67.17%</b>	<b>0.31%</b>	<b>1.34%</b>

\*Voting Age Population

Some percentages may be subject to rounding error.

# City of Lancaster

## Illustrative Plan 1

### Detailed 2010 Census Total and Voting Age Population

District	Persons	Ideal Size	Deviation	Hispanic	% of Total Hispanic Population	Anglo	% of Total Anglo Population	Black	% of Total Black Population	American Indian	% of Total American Indian Population	Asian	% of Total Asian Population	Hawaiian-Pacific Islander	% of Total Hawaiian-Pacific Islander Population	Other	% of Total Other Population	Two or More	% of Total Two or More Population
1	6,291	6,054	3.91%	1,555	24.72%	1,977	31.43%	2,596	41.27%	13	0.21%	17	0.27%	3	0.05%	6	0.10%	124	1.97%
2	6,216	6,054	2.68%	965	15.52%	818	13.16%	4,297	69.13%	16	0.26%	18	0.29%	1	0.02%	3	0.05%	99	1.59%
3	5,968	6,054	-1.42%	1,099	18.41%	839	14.06%	3,920	65.68%	14	0.23%	15	0.25%	1	0.02%	10	0.17%	70	1.17%
4	5,843	6,054	-3.49%	539	9.22%	286	4.89%	4,934	84.44%	6	0.10%	21	0.36%	2	0.03%	4	0.07%	51	0.87%
5	5,897	6,054	-2.76%	552	9.38%	430	7.30%	4,802	81.57%	12	0.20%	3	0.05%	2	0.03%	2	0.03%	84	1.43%
6	6,118	6,054	1.06%	1,426	23.31%	332	5.43%	4,276	69.89%	3	0.05%	25	0.41%	1	0.02%	2	0.03%	53	0.87%
<b>Totals</b>	<b>36,323</b>			<b>6,136</b>	<b>16.89%</b>	<b>4,682</b>	<b>12.89%</b>	<b>24,825</b>	<b>68.35%</b>	<b>64</b>	<b>0.18%</b>	<b>99</b>	<b>0.27%</b>	<b>10</b>	<b>0.03%</b>	<b>27</b>	<b>0.07%</b>	<b>481</b>	<b>1.32%</b>

Ideal Size = 36,323 / 6 = 6,054 per district.

Some percentages may be subject to rounding error.

District	Total VAP*	Hispanic VAP	% of Total Hispanic VAP	Anglo VAP	% of Total Anglo VAP	Black VAP	% of Total Black VAP	American Indian VAP	% of Total American Indian VAP	Asian VAP	% of Total Asian VAP	Hawaiian-Pacific Islander VAP	% of Total Hawaiian-Pacific Islander VAP	Other VAP	% of Total Other VAP	Two or More VAP	% of Total Two or More VAP
1	4,526	893	19.72%	1,732	38.25%	1,811	40.00%	10	0.22%	14	0.31%	2	0.04%	3	0.07%	60	1.33%
2	4,238	582	13.73%	698	16.47%	2,878	67.91%	12	0.28%	13	0.31%	0	0.00%	3	0.07%	52	1.23%
3	4,135	675	16.32%	746	18.04%	2,642	63.89%	13	0.31%	13	0.31%	0	0.00%	7	0.17%	39	0.94%
4	3,927	333	8.48%	239	6.09%	3,300	84.03%	6	0.15%	14	0.36%	2	0.05%	1	0.03%	32	0.81%
5	4,059	325	8.01%	385	9.49%	3,282	80.88%	12	0.30%	3	0.07%	2	0.05%	2	0.05%	47	1.16%
6	4,101	895	21.82%	266	6.97%	2,870	69.98%	1	0.02%	21	0.51%	1	0.02%	1	0.02%	26	0.63%
<b>Totals</b>	<b>24,987</b>	<b>3,703</b>	<b>14.82%</b>	<b>4,086</b>	<b>16.35%</b>	<b>16,783</b>	<b>67.17%</b>	<b>54</b>	<b>0.22%</b>	<b>78</b>	<b>0.31%</b>	<b>7</b>	<b>0.03%</b>	<b>17</b>	<b>0.07%</b>	<b>256</b>	<b>1.02%</b>

\*Voting Age Population

Some percentages may be subject to rounding error.