



**NOTICE OF WORK SESSION AGENDA  
LANCASTER CITY COUNCIL**



**James R. Williams Pump Station  
Training Room, 1999 Jefferson**

**Monday, June 17, 2013 – 7:00 PM**

**DEFINITIONS:**

**Written Briefing:** Items that generally do not require a presentation or discussion by the staff or Council. On these items, the staff is seeking consent from the Council or providing information in a written format.

**Verbal Briefing:** These items do not require extensive written background information or are an update on items previously discussed by the Council.

**Regular Item:** These items generally require discussion between the Council and staff, boards, commissions, or consultants. These items may be accompanied by a formal presentation followed by discussion and direction to the staff.

**[Public comment will not be accepted during Work Session  
unless Council determines otherwise.]**

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**Regular Items:**

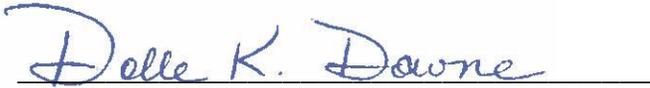
- 1.** Discuss an overview of the City of Lancaster State Auxiliary Museum Policies and Procedures.
- 2.** Discuss participation in the Fiscal Year 2013 Dallas County Community Development Block Grant (CDBG) Program and use of allocated funds; direct staff regarding project(s) submission.
- 3.** Receive and discuss a presentation on the City's Drought Contingency Plan.
- 4.** Discuss an ordinance amending Chapter 8 of the Lancaster Code of Ordinances to adopt Article 8.17, Sections 8.17.001 through 8.17.045, "Hotel/Motel Property Regulations" placing minimum property standards on hotel/motel properties that would require semi annual property inspection and pay a yearly complex registration fee.
- 5.** Discuss a financial overview of the Hotel/Motel Fund, Golf Fund, E-911 Fund, Equipment Replacement Fund, Water/Wastewater Fund, Sanitation Fund and Stormwater Fund.

**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 June 14, 2013 @ 9:00 a.m. and copies thereof were hand delivered to the Mayor, Mayor Pro-Tempore, Deputy Mayor Pro-Tempore and Council members.**

A handwritten signature in blue ink that reads "Dolle K. Downe". The signature is written in a cursive style and is positioned above a horizontal line.

Dolle K. Downe, TRMC  
City Secretary

**LANCASTER CITY COUNCIL**  
**Work Session Agenda Communication**  
June 17, 2013

Item 1

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**Discuss an overview of the City of Lancaster State Auxiliary Museum Policies and Procedures.**

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

**Goal: Civic Engagement**

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**Background**

This presentation will include an overview of the proposed City of Lancaster State Auxiliary Museum Policies and Procedures. The implementation of these policies will begin the process of establishing the formal oversight of museum holdings and operations, the establishment of the Collections Advisory Board and additional governance guidelines.

The Museum's mission is to collect, preserve and interpret the history of the State of Texas and the City of Lancaster for the educational enrichment of the public. On May 28, 2007 the museum was designated a State Auxiliary Museum by State Representative Helen Giddings and the 80<sup>th</sup> Texas Legislature. The City of Lancaster State Auxiliary Museum is located within the Lancaster Visitors Center and Convention Bureau at 103 N. Dallas Avenue within the historic Interurban Building.

**Submitted by:**  
Opal Mauldin Robertson, City Manager

# City of Lancaster State Auxiliary Museum Policies & Procedures

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

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

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

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

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

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

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

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

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

### **C. Acquisitions**

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

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

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

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

Two categories of collections are held by the museum:

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

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

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

#### **D. Acquisition Decisions**

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

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

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

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

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

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

## **E. Acquisition Criteria**

Potential acquisitions must meet three basic criteria:

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

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

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

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

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

## **F. Gifts**

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

### **G. Bequests**

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

### **H. Exchanges**

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

### **I. Purchases**

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

The Museum Director will provide a report on acquisitions at the close of the fiscal year.

### **J. Preventative Care**

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

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

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

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

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

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

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

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

## **K. Conservation**

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

Consider conservation treatment in the following cases:

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

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

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

## **Addendum A (Code of Ethics)**

Code of Ethics for the City of Lancaster State Auxiliary Museum

### **Introduction**

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

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

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

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

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

### **Mission**

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

## **Legal Compliance**

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

## **Personal and Professional Conduct**

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

## **Conflict of Interest**

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

## **Advisory Board**

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

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

### **Staff**

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

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

### **Volunteers**

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

### **Integrity**

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

### **Inclusiveness and Diversity**

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

### **Awards**

When granting awards, the museum:

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

### **Fiscal Responsibility**

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

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

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

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

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

### **Disclosure**

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

### **Confidentiality**

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

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

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

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

**LANCASTER CITY COUNCIL**  
**Work Session Agenda Communication**  
June 17, 2013

Item 2

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**Discuss participation in the Fiscal Year 2013 Dallas County Community Development Block Grant (CDBG) Program and use of allocated funds; direct staff regarding project(s) submission.**

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

**Goal: Financial Sound City Government  
Sound Infrastructure**

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**Background**

The City of Lancaster is eligible to receive \$117,859 in Community Development Block Grant (CDBG) funds for fiscal year 2013.

CDBG funds are administered through Dallas County and may only be used on projects that eliminate blight, eliminate a community threatening condition or primarily benefit low/moderate income residents. The primary objective of the program is to develop sustainable urban communities that meet the public service and housing needs of low and moderate income households. Federal rules allow each community to tailor its program to address specific local needs.

Historically, the City has used this funding for either demolition of substandard structures or residential roadway projects. For the past four years, staff has identified residential roadway projects in low to moderate income areas for consideration. Council has previously approved the following roadway projects for submission.

<u>Year</u>	<u>Roadway Project</u>
2009	Cheshier Road, from Beltline Road to its end
2010	Henry Road from Wintergreen Road to Baskin Drive
2011	Stanford Drive from Arcady Lane to Arlington Lane
2012	Baskin Drive from Henry Street to Ames Road Colgate Drive from Dallas Avenue to Dewberry Boulevard** Idlewild Court from Idlewild Lane to I-35E service road

\*\*Following submission of application for the Colgate Drive project, it was determined that Dallas County Road and Bridge District #3 was unable to work on this roadway because it is concrete. However, Dallas County has indicated that there is an eligible, pre-qualified contractor (for CDBG projects) that can work on the Colgate roadway project. Staff is working with Dallas County and contractor to coordinate use of the 2012 designated funds for Colgate

Given the significant need for roadway improvements in various areas of the City, staff recommends qualifying roadway projects. The streets listed below were identified as projects using the City's HVJ Pavement management scoring, estimated cost within the allocated dollar amount, and are eligible under the CDBG program. The streets are listed in priority order.

<b>NAME</b>	<b>FROM STREET</b>	<b>TO STREET</b>	<b>EST. COST</b>	<b>LENGTH LINEAR FT.</b>
MARSALIS RD	PLEASANT RUN RD	GREEN DR	\$ 79,882	1401
PARK CIRCLE DR	GREEN DR	IDLEWILD LN	\$ 34,857	618
GANT DR	BRADY DR	MARSALIS RD	\$ 46,051	901
BALOMEDE ST	WINTERGREEN RD	BELVEDERE RD	\$ 65,500	1090

### **Considerations**

- **Operational** – Congress provided the funding notice about ninety days later than usual. In order for Dallas County to meet the required federal submission deadline, the Dallas County Commissioners Court has authorized Dallas County to streamline the process as much as may be needed. There are two significant changes from prior years: (1) Dallas County will not require formal council approval for projects submitted; and (2) cities do not have to hold a public hearing prior to submitting their projects to the County. If participating in the program, the applications for eligible projects must be submitted by June 21, 2013.
- **Legal** – As noted above, a public hearing is not required.
- **Financial** – The City is eligible to receive \$117,859 in CDBG funding for fiscal year 2013. Any funds remaining following completion of the 2012 projects may be designated for carry-over for eligible roadway projects.
- **Public Information** – There are no public information requirements.

### **Options/Alternatives**

Staff seeks direction regarding submission of projects for the 2013 CDBG program. If the City does not submit projects, Lancaster's \$117,859 would be reallocated among other participating cities.

### **Recommendation**

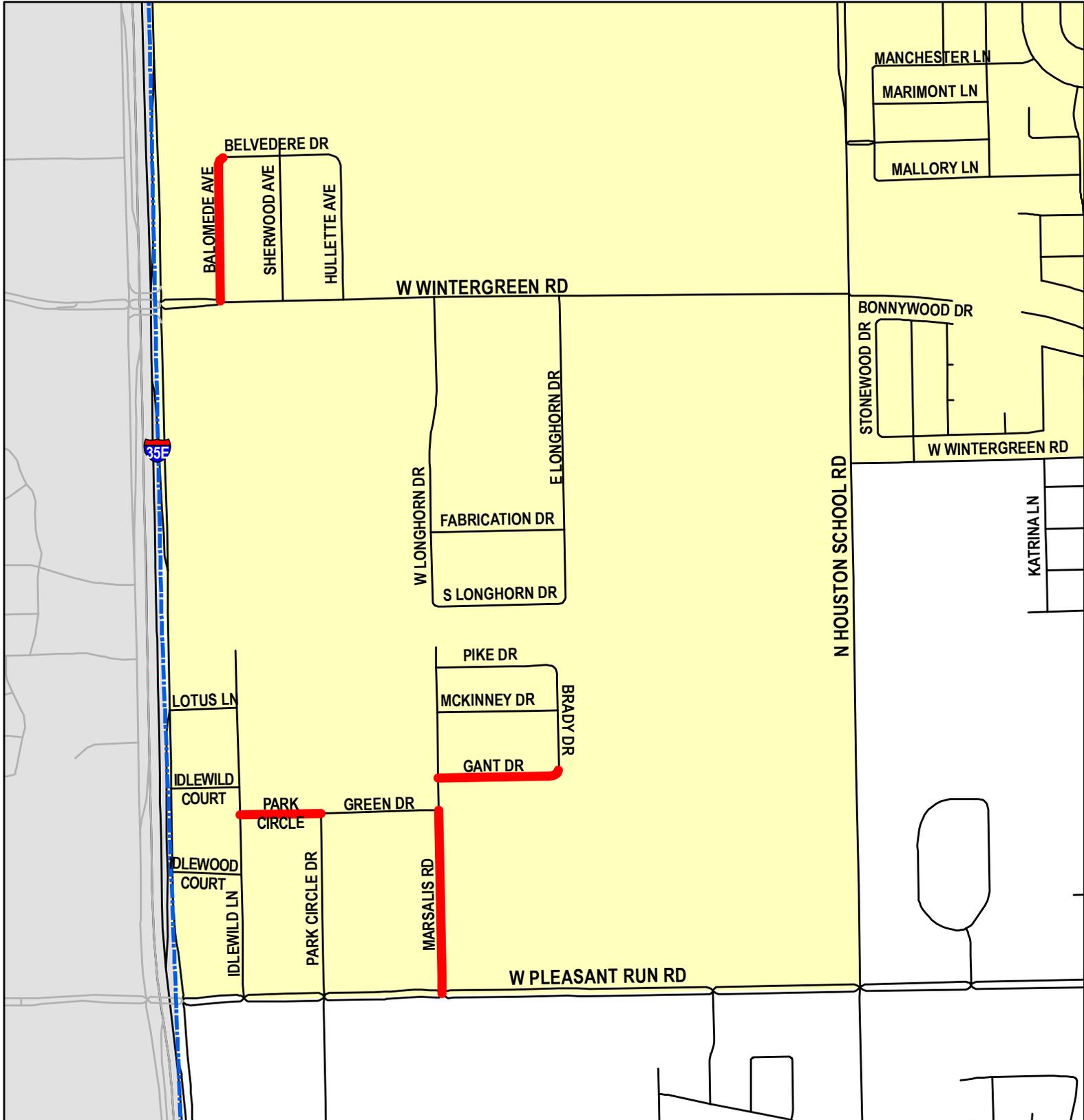
Staff recommends the next two eligible roadways -- Marsalis Road and Park Circle Drive for submission to Dallas County for the 2013 CDBG program.

**Attachments**

- Map of Road Reconstruction Projects in Low to Moderate Income Areas
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**Submitted by:**

Jim Brewer, Assistant Director Public Works / Development Services  
Dolle K. Downe, City Secretary

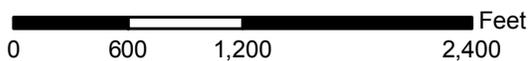


**Legend**

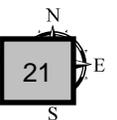
-  2013 CDBG Repair Recommendation
-  Lancaster City Limits

**Census Block Groups Income %**

-  >51%



**City of Lancaster**  
**Low to Moderate**  
**Income Areas**



**LANCASTER CITY COUNCIL**  
**Work Session Agenda Communication**  
June 17, 2013

Item 3

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**Receive and discuss a presentation on the City's Drought Contingency Plan.**

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

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

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**Background**

On December 12, 2011, City Council authorized implementation of Stage 2 of the City of Lancaster's Water Conservation and Drought Contingency and Water Emergency Response Plan at the formal request of the City of Dallas, Dallas Water Utilities (DWU). Stage 2 targets a goal of five percent reduction in water consumption.

On February 10, 2012, the City received official notification from the City of Dallas, that they had extended their initial drought contingency Stage by 120 days through June 8, 2012 and were requesting that the City of Lancaster extend their like initiated drought stage for the same period. On February 27, 2012 the City of Lancaster extended the Water Conservation and Drought Contingency and Water Emergency Response Plan for 120 days through June 8, 2012 as did the City of Dallas and as is required by contract.

Staff has been in attendance at the regional meetings to discuss future drought plans as lake levels continue to remain low. DWU has requested member cities to remain at a twice weekly watering stage.

**Considerations**

This is a request to consider remaining in Stage 2 of the Water Conservation and Drought Contingency and Water Emergency Response Plan. Staff will provide a brief update on the drought contingency plan.

- **Operational** – The Water Operations Division oversees the implementation of the water conservation plan and drought contingency plan in partnership with Dallas Water Utilities. Staff will continue to closely monitor the drought situation and update City Council as appropriate. In addition, staff spoke with other Best Southwest municipalities and determined that the City of Cedar Hill and Desoto are remaining in Stage 2 and the City of Duncanville has not adopted a plan.
- **Legal** – The City Attorney will prepare a resolution, to remain in Stage 2 indefinitely.

- **Financial** – There is no additional cost for continuous implementation of Stage 2. Utilization of less water potentially reduces our expenses and revenues.
- **Public Information** – The item will be formally considered at a regular meeting of the City Council posted in accordance with the Texas Open Meetings Act.

**Options/Alternatives**

1. City Council may approve this resolution.
2. City Council may deny this resolution and direct staff.

**Recommendation**

Staff recommends the City remain in Stage 2 of the Drought Contingency Plan.

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**Submitted by:**

Rona Stringfellow, Managing Director

# LANCASTER CITY COUNCIL

## Work Session Agenda Communication

June 17, 2013

Item 4

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Discuss an ordinance amending Chapter 8 of the Lancaster Code of Ordinances, to adopt Article 8.17, Sections 8.17.001 through 8.17.045, “Hotel/Motel Property Regulations” by placing minimum property standards on hotel/motel properties that would require a semi-annual property inspection and pay a yearly complex registration fee.

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

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

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### **Background**

The purpose of this ordinance is to inform hotel/motel owners and managers of their responsibilities related to minimum property standards. The program requires each property owner to register their complex annually and receive semi-annual detailed inspections to ensure that minimum standards are being met as outlined within the ordinance. The ordinance details responsibilities for the owner/manager to follow to ensure both property and building maintenance meet the currently adopted code.

There are four hotel/motel complexes within the city consisting of a total of 238 rental units. The regulations observed are contained in the adopted International Property Maintenance Code. The attached ordinance is a detailed description of code requirements that are designed to ensure minimum standards are achieved at each complex.

### **Considerations**

- **Operational** – This effort will be led by Building Inspections along with staff from the Fire Department and Code Compliance Division. Inspections will be conducted semi-annually on the interior and exterior of each complex including rental units, offices, dining areas, laundries, swimming pools/spa/hot tubs, onsite amenities and surrounding grounds and parking lots. Building Inspection areas of concern include property standards, sanitation, structural conditions, paint protection and code compliance. The Fire Department inspects and records all life safety violations.
- **Legal** – The City Attorney has prepared this ordinance.
- **Financial** – The hotel/motel owners will be assessed an annual inspection fee of \$60.00 per unit. Adoption of the fee will require a resolution and addition to the City’s Master Fee Schedule.

- **Public Information** – The item will be formally considered at a regular meeting of the City Council posted in accordance with the Texas Open Meetings Act.

**Options/Alternatives**

1. City Council may approve this ordinance.
2. City Council may reject this ordinance.

**Recommendation**

Staff recommends approval of this ordinance

**Attachments**

- Draft Ordinance
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**Submitted by:**

Larry King, Building Official

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, AMENDING CHAPTER 8 OF THE LANCASTER CODE OF ORDINANCES, TO ADOPT ARTICLE 8.17, SECTIONS 8.17.001 THROUGH 8.17.045, “HOTEL/MOTEL PROPERTY REGULATIONS”; BY PROVIDING FOR DEFINITIONS; PROVIDING THE POWERS AND DUTIES OF THE BUILDING OFFICIAL AS THE DESIGNATED ADMINISTRATOR; PROVIDING FOR MINIMUM STANDARDS AND FOR THE RESPONSIBILITIES OF THE PROPERTY OWNER/MANAGER; PROVIDING GUEST RESPONSIBILITIES; PROVIDING FOR REPAIR DUTIES; PROVIDING NOTICE REQUIREMENTS; PROVIDING AFFIRMATIVE DEFENSES; PROVIDING FOR A RENTAL AGREEMENT, DISCLOSURES AND ADMINISTRATIVE RESPONSIBILITIES; PROVIDING REQUIREMENTS FOR TRADE NAME REGISTRATION; PROVIDING FOR APPLICATION, PLACE OF BUSINESS, ISSUANCE, RENEWAL AND EXPIRATION OF LICENSE; PROVIDING FOR THE ESTABLISHMENT OF A HOTEL/MOTEL LICENSE FEE; PROVIDING FOR DISPLAY, REPLACEMENT AND TRANSFERABILITY; PROVIDING A PENALTY OF FINE NOT TO EXCEED FIVE HUNDRED DOLLARS (\$500.00); PROVIDING FOR SEVERABILITY; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**SECTION 1.** That Chapter 8 of the Lancaster Code of Ordinances be, and the same is, hereby amended by adopting Article 8.17 as “hotel/motel property regulations”, by adopting Sections 8.17.001 through 8.17.045, which shall read as follows:

**“ARTICLE 8.17 HOTEL/MOTEL PROPERTY REGULATIONS**

**Division 1. Generally**

**Sec. 8.17.001 Definitions.**

For the purpose of this ordinance, the following words and phrases shall have the meanings respectively ascribed to them by this section:

*Bathroom.* An enclosed space containing one or more bathtubs, showers or both, and which may also include toilets, lavatories or fixtures serving similar purposes.

Cooking appliance. Any device which is used in the preparation of food or drinks, specifically for the purpose of heating food or drinks, including but not limited to stoves, ovens, microwaves, hot plates, electric skillets and electric kettles. This does not include electric coffee pots with a capacity of twelve cups or less.

Extended Stay Hotel. Any building containing six or more guest rooms intended or designed to be used, or which are used, rented, or hired out to be occupied not in excess of thirty (30) days or which are occupied for sleeping purposes for guests and, may contain kitchen facilities for food preparation including but not limited to such facilities as refrigerators and microwaves. Stoves, ovens, and hotplates are permitted only if the structure is equipped with necessary fire prevention equipment.

Floor Space. The total area of all habitable space.

Guest. Means any person who occupies a rental unit in a hotel/motel building for living or dwelling purposes on a temporary or transient basis with the Property Owner, Property Manager or Resident Manager's consent.

Habitable Space. The space occupied by one or more persons while living, sleeping, eating, and cooking, excluding kitchenettes, bathrooms, toilet rooms, laundries, pantries, dressing rooms, closets, storage spaces, foyers, hallways, utility rooms, mechanical rooms and basements and or recreational rooms.

Hotel. An establishment providing, for a fee, sleeping accommodations and customary lodging services for a period not to exceed thirty (30) days, including maid service, the furnishing and upkeep of furniture and bed linens, and telephone and desk service. Related ancillary uses may include but shall not be limited to conference and meeting rooms, restaurants, bars, and recreational facilities.

Kitchenette. A space, less than sixty (60) square feet in floor area used for preparation of food. Kitchenettes shall have a clear passageway of not less than 3 feet between counterfronts and appliances or counterfronts and walls. Light and ventilation conforming to code shall be provided.

Resident Manager. The owner, property manager and/or resident manager or resident manager of an hotel/motel building or any other person held out by any owner or property manager as the appropriate person who is in control or management of the property, who rents or causes to be rented a rental unit, or the person a guest contacts concerning the rental agreement or hotel/motel building.

Lender. Any person who holds a mortgage, deed of trust or any other security interest in the Premises.

Motel. A building or group of buildings in which lodging is designed, intended or used primarily for the accommodation of transient guests for compensation, said accommodation not to exceed thirty (30) days, and in which access to and from each

room or unit is through an exterior door. A motel is distinguished from a hotel primarily by reason of providing direct independent access to, and adjoining parking for, each rental unit.

Owner. Means a person claiming, or in whom is vested, the ownership dominion or title of real property, including but not limited to:

1. Holder of simple title,
2. Holder of life estate,
3. Holder of a leasehold estate for an initial term of five years or more,
4. The buyer in a contract for deed,
5. A mortgagee, receiver, executor or trusts in control of real property buy not including the holder of a leasehold estate or tenancy for an initial term of less than five (5) years.

Person. Includes an individual, corporation, business trust, estate, trust, partnership or association, two (2) or more persons having a joint common interest, or any other legal or commercial entity.

Plumbing Fixtures. Include gas pipes, water pipes, toilets, lavatories, sinks, laundry tubs, dishwashers, garbage disposal units, clothes washing machines, catch basins, wash basins, bathtubs, shower baths, sewer pipes, sewage systems, septic tanks, drains, vents, traps, and other fuel burning or connections to pipes.

Premises. A lot, plot or parcel of land, including any structure thereon and furthermore including a rental unit, appurtenances thereto, grounds and facilities held out for the use of guests generally and any other area or facility whose use is promised to the guest.

Property Manager. A person who for compensation has managing control of real property for owner.

Rental Unit. A unit located in a motel, hotel, or extended stay hotel which is rented and used as a guest room or sleeping place by one (1) or by two (2) or more persons, to the exclusion of others, on a temporary or transient basis.

Residential Group R-1 Occupancy. Residential occupancies containing sleeping units where the occupants are primarily transient in nature.

Residential Group R-2 Occupancy. Residential occupancies containing sleeping units or more than two dwelling units where the occupants are primarily permanent in nature.

Transient- Occupancy of a dwelling unit or sleeping unit for not more than 30 days.

**Sec. 8.17.002 Building Official, Power and Duties.**

The building official is hereby designated as the administrator of this ordinance.

In addition to the powers and duties otherwise prescribed for the building official or his designated representative, as administrator of this ordinance, he is required to:

- (1) Administer and enforce all provisions of this ordinance.
- (2) Keep records of all licenses issued.
- (3) Adopt rules and regulations, not inconsistent with the provisions of this ordinance, with respect to the form and content of application for licenses, the investigation of applicants, and other matters incidental or appropriate to his powers and duties as may be necessary for the proper administration and enforcement of the provisions of this ordinance.
- (4) Conduct on his/her initiative, periodic inspections of hotel and motel buildings throughout the city, concerning their compliance with this ordinance.

**Sec. 8.17.004 Minimum Standards; Responsibilities of the Property Owner and Property Manager.**

(a) **Property standards.** The Property Owner and Property Manager of a hotel, motel or extended stay hotel shall:

- (1) Ensure that the property maintains a R-1 occupancy classification and that the length of time for guest accommodations does not exceed thirty (30) days per guest per rental unit. In the event guests are permitted to rent rental units for a period in excess of thirty (30) days the occupancy classification will change to R-2, triggering additional structural requirements under the Building Code.
- (2) Eliminate a hole, excavation, sharp protrusion, and other objects or conditions that exist on the premises and are reasonably capable of causing injury to a person.
- (3) Securely cover or close a well, cesspool or cistern.
- (4) Provide an adequate number of solid waste receptacles or containers on the premises.
- (5) Provide adequate drainage to prevent standing water and flooding on the land.

- (6) Remove dead trees, tree limbs, shrubs and landscaping that are reasonably capable of causing injury to a person.
  - (7) Keep the doors and windows of a vacant unit or vacant portion of an hotel/motel building securely closed to prevent unauthorized entry.
  - (8) Keep all areas of the building, grounds, facilities and appurtenances in a clean and sanitary manner.
  - (9) The Property Owner and Property Manager shall address all resident complaints within the prescribed time listed in section 8.17.007 of this article.
  - (10) All exterior surfaces shall be painted and sealed to prevent rust or rotted materials.
  - (11) There shall not be any cooking appliance other than a microwave used or stored in any rental unit classified as Residential Group R-1 or Residential Group R-2 Occupancy unless the structure is properly equipped with fire prevention equipment required under Lancaster Code of Ordinances, and those codes adopted therein, including but not limited to the International Mechanical Code, the International Electrical Code and the Fire Code.
  - (12) There shall not be more than one living quarter unit per hotel/motel complex or address dedicated for use by the Residential Manager, Property Manager or Property Owner.
- (b) **Structural Standards.** A Property Owner and Property Manager of a hotel, motel, or extended stay hotel shall, in compliance with the appropriate codes of the City:
- (1) Protect the exterior surfaces of a structure which are subject to decay, by application of paint or other coating.
  - (2) Provide and maintain railings for stairs, steps, balconies, porches, and elsewhere as specified in compliance with the established codes in the Lancaster Code of Ordinances.
  - (3) Repair holes, cracks, and defects reasonably capable of causing injury to a person in stairs, porches, steps and balconies.
  - (4) Maintain the property in a weather-tight and water-tight condition.
  - (5) Maintain floors, walls, ceilings, and supporting structural members in a sound condition, capable of bearing imposed loads safely.

- (6) Repair or replace chimney flue vent attachments that do not function properly.
- (7) Repair holes, cracks, breaks and loose surface materials that are health or safety hazards in or on floors, walls or ceilings.
- (8) Maintain all interior unit exhaust fans, light fixtures in good working order.
- (9) Maintain all hotel/motel emergency fixtures in working order, including those fixtures required under the Fire Code. In the event rental units are rented by guests for longer than thirty (30) days, the occupancy classification of the structure will change to R-2, and the Property Owner and Property Manager will be required to install a Fire Sprinkler System.

(c) **Utility Standards.** A Property Owner and Property Manager of a hotel, motel or extended stay hotel shall, in compliance with the appropriate codes of the City:

- (1) Provide and maintain in working order connections to discharge sewage from a structure or deposit into a public sewer system.
- (2) Provide and maintain in working order a toilet connected to a water source and to a public sewer in each rental unit.
- (3) Provide and maintain in working order connections and pipes to supply potable water at adequate pressure to a rental unit.
- (4) Provide and maintain a device to supply hot water of a consistent minimum temperature of one hundred and twenty (120) degrees Fahrenheit within each rental unit.
- (5) Provide connect and maintain in working order a bathtub or shower and lavatory, and if a kitchen or kitchenette is present in the rental unit a kitchen sink, to a cold and hot water source in a rental unit.
- (6) Connect plumbing fixture and heating equipment that the owner supplied in accordance with the plumbing and mechanical codes of the City of Lancaster.
- (7) Provide heating equipment capable of maintaining a minimum inside temperature of sixty-eight (68) degrees Fahrenheit in each room of the rental unit.

- (8) Provide and maintain air conditioning equipment capable of maintaining inside temperature of seventy-eight (78) degrees Fahrenheit with an outside temperature of ninety-eight degrees Fahrenheit.
- (9) Provide and maintain supply lines for electrical service to each rental unit.
- (10) Connect each heating device that burns solid fuel to a chimney or flue.
- (11) Provide and maintain electrical circuits and outlets sufficient to safely carry a load imposed by normal use of appliance and fixtures.
- (12) Maintain all electrical, plumbing, heating and other facilities supplied by the owner in good working order at all times.

(d) **Health Standards.** A Property Owner and Property Manager shall.

- (1) Eliminate rodents and vermin in or on the premises;
- (2) Maintain the interior of a vacant structure or vacant portion of a structure free from rubbish and garbage;
- (3) Keep the interior of a vacant structure or vacant portion of any structure free from insects, rodents and vermin; and,
- (4) Provide and maintain appropriate receptacles and conveniences for the removal of ashes, rubbish, garbage and any other waste material and to arrange for frequent removal of such waste materials.

(e) **Exemption**

A violation of this article under subsection (a) of this section shall not apply when the premise concerned is the site of new construction and reasonable and continuous progress is being made to complete the construction.

**Sec. 8.17.005            Responsibility of Guest**

A guest shall:

- (1) Maintain the interior of rental unit occupied by the guest free from rubbish and garbage.
- (2) Remove an animal or animals from a rental unit if the presence of the animal or animals is a health hazard to a guest.

- (3) Connect plumbing fixtures and heating equipment that the guest supplies in accordance with the plumbing code and the mechanical code.
- (4) Place all ashes, rubbish, garbage and any other waste material in the appropriate receptacles provided for same by the Resident Manager.
- (5) Not alter a structure or its facilities so as to create nonconformity with section 8.17.004.
- (6) Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating air-conditioning, and other facilities and appliances, including elevators, in the premises.
- (7) Not deliberately or intentionally destroy, deface, damage, impair or remove any part of the premises or unknowingly permit any person to do so.
- (8) Conduct himself or herself, and require other persons on the premises with his consent to conduct themselves, in a manner that will not disturb his neighbors peaceful enjoyment of the premises. For the purpose of this section such unallowed conduct includes, but is not limited to, any loud playing of music, television, radio, instrument or any other mechanical device.
- (9) When vacating the rental unit, remove all trash and debris or risk loss of a portion of the security deposit.

**Sec. 8.17.006 Repair Duties.**

(a) The Property Owner and Property Manager have the duty to furnish and maintain premises in accordance with the standards enumerated in section 8.17.004. In addition the Property Owner and Resident Manager shall at all times during the occupancy of a guest make all repairs necessary to keep and maintain the premises in accordance with the standards provided for in section 8.17.004.

(b) Upon notice by the guest in writing of any defective condition in the premises or rental unit in noncompliance with the standards stated in section 8.17.004, the Property Owner and Resident Manager shall repair such condition within a reasonable period of time. If the Property Owner and Resident Manager fail to complete such repairs within twenty four (24) hours, the guest may file a complaint in writing to the building official for enforcement based upon the nature of repair and the difficulty involved, and shall issue a citation to the property owner only, if the violation is not corrected within such reasonable time.

(c) In emergency situations, the guest shall notify the Property Owner and or Property Manager or Resident Manager on premise. For purposes of this section, "Emergency Situations" are defined as a stopped up commode, overflowing bathtub or sink, broken pipes, leaking roof, emergency electrical malfunction or other situations having immediate adverse effects on the health or safety of the guest or his/her rental unit. Upon notification, the Property Owner, Property Manager or Resident manager shall respond immediately and furnish assistance to the guest within one (1) hour from such notification, where possible.

**Sec. 8.17.007 Notice requirements**

(a) A person "notifies" or "gives a notice or notification" to another person by taking steps reasonably calculated to inform the other in ordinary course whether or not the other actually comes to know it. A person receives a notice or notification when:

- (1) It comes to his attention or,
- (2) In case of the Property Owner, Property Manager or Resident Manager it is delivered at the place of business of the Property Owner, Property Manager or Resident Manager through which the rental agreement was made or at any place held out by him as the place for receipt of the communication, or in the case of the guest, it is delivered in hand to the guest or mailed by registered or certified mail to him at the place held out by him as the place for receipt of the communication, or in the absence of such designation, to his last known place of residence.

(b) A guest may not file a complaint with the Building Official under the terms of this section until twenty four (24) hours have elapsed following written notice to the Property Owner, Property Manager or Resident Manager. A copy of the written notice must accompany the guest complaint.

**Sec. 8.17.008 Affirmative Defenses.**

Notwithstanding all other sections of this article, it will be an affirmative defense to a complaint if the defendant Property Owner, Property Manager or Resident Manager or guest is able to establish that:

- (1) The noncomplying condition described in the complaint was repaired within the prescribed time limits set forth in section 8.17.006.
- (2) The noncomplying condition was repaired within the time limits established by the building official, or that the period for repair was reasonable due to circumstances beyond the control of the resident manager.

- (3) The required notice in section 8.17.007 was not provided.
- (4) The noncomplying condition was caused by the deliberate or intentional conduct of the complaining party.
- (5) The noncomplying condition could have been corrected but for the guest's refusal to permit access to his rental unit.

**Sec. 8.17.009 Rental Agreement; Disclosure; Administrative Responsibilities.**

- (a) A Property Owner and Property Manager shall disclose to the guest, by properly posting in the office, the name and address of:
  - (1) Each Property Manager and Resident Manager.
  - (2) The management company responsible for the operation of the company.
- (b) A Property Owner, Property Manager or Resident Manager shall leave notice of entry, whenever it is necessary to enter the rental unit without the specific permission of the guest. Such notice shall include date, time, and purpose of the person who has entered the rental unit.

**Secs. 8.17.011-8.17.040 Reserved.**

**Division 2. Hotel/Motel License**

**Sec. 8.17.041 Required Trade Name Registration.**

- (a) No person shall maintain, conduct, operate or rent a rental unit in an hotel, motel or extended stay motel for compensation within the city, or act as agent for another who is renting rental units in a hotel, motel or extended stay hotel, without first obtaining hotel/motel license from the Building Official. Should a person own or maintain a hotel, motel or extended stay hotel at more than one (1) location, a duplicate license is required for each additional location. The license issued to an owner authorizes such owner and its bona fide agents or employees to rent rental units to guests.
- (b) An owner shall register with the Building Official the trade name of his owner of his hotel, motel, or extended stay hotel and shall not use or permit to be used more than one (1) trade name at a single location.

**Sec. 8.17.042 Application; Place of Business; Issuance, Renewal and Expiration.**

(a) An applicant for a license shall file with the building official a written application upon a form provided for that purpose, which shall be signed by the owner and his property manager. Should an applicant own a hotel, motel or extended stay hotel at more than one (1) location, a separate application must be filed for each location. The following information shall be required in the application: Name, primary address, telephone number of the owner, property manager, resident manager and lender and the street address of the hotel, motel or extended stay hotel building(s), and if incorporated, the name of the registered agent on file with the secretary of state.

(b) The hotel/motel license expires on December thirty first (31) of each year.

(c) The building official may, at any time, require additional information of the owner or property manager, to clarify items on the application.

(d) When the resident manager of a hotel, motel or extended stay hotel is changed, notice of such change, together with name, address and telephone number of the new agent shall be provided to the building official within ten (10) days.

**Sec. 8.17.043 Hotel/Motel License Fee.**

All fees for any permit under this article shall be established by resolution of the City Council.

**Sec. 8.17.044 Display, Replacement and Transferability.**

(a) Each license issued pursuant to this ordinance together with a copy of this ordinance must be posted, displayed and kept in a conspicuous place in the hotel/motel structure in which the guest has access.

(b) A replacement license may be issued for one lost, destroyed or mutilated, upon application on the form provided by the building official. A replacement license shall have the word “replacement” stamped across its face and shall bear the same number as the one it replaces.

(c) A hotel/motel license is not assignable or transferable.

(d) An owner or property manager shall notify the building official within ten (10) days of a change of partial change in ownership, lender or management of the hotel or motel, or a change of address or trade name.

**Division 3. Penalty**

**Sec. 8.17.045 Penalty**

Any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court of the City of Lancaster, Texas, shall be punished by a fine not to exceed the sum of Five Hundred Dollars (\$500.00) for each offense. Every day a violation occurs shall constitute a separate offense.”

**SECTION 2.** That all provisions of the Ordinances of the City of Lancaster, Texas, in conflict with the provisions of this ordinance be, and the same are hereby amended, repealed, and all other provisions of the Ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

**SECTION 3.** If any article, paragraph or subdivision, clause or provision of this Ordinance shall be adjudged invalid or held unconstitutional, the same shall not affect the validity of this Ordinance as a whole or any part or provision thereof, other than the part so decided to be invalid or unconstitutional.

**SECTION 4.** Any person, firm or corporation violating any of the provisions of this ordinance or the provisions of the Code of Ordinances of the City of Lancaster, Texas, as amended hereby, shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court of the City of Lancaster, Texas, shall be subject to a fine not to exceed the sum of Five Hundred (\$500.00) dollars for each offense, and each and every day such offense shall continue shall be deemed to constitute a separate offense

**SECTION 5.** This Ordinance shall take effect immediately from and after the publication of its caption, as the law in such cases provides.

**DULY PASSED** by the City Council of the City of Lancaster, Texas, on the \_\_\_\_ day of \_\_\_\_\_, 2013.

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
ROBERT E. HAGER, CITY ATTORNEY  
(REH/aga)

**LANCASTER CITY COUNCIL**  
**Work Session Agenda Communication**  
June 17, 2013

Item 5

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**Discuss a financial overview of the Hotel/Motel Fund, Golf Fund, E-911 Fund, Equipment Replacement Fund, Water/Wastewater Fund, Sanitation Fund and Stormwater Fund.**

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

**Goal: Financially Sound City Government**

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**Background**

As we prepare for the FY 2013/2014 budget, the City Manager's Office will present a financial overview of each of the City funds. This presentation will include discussion on the revenues, expenditures, and various distinctions of the separate funds used by the City. For this work session, the City Manager will present the summaries of the the Hotel/Motel Fund, Golf Fund, E-911 Fund, and the Equipment Replacement Fund.

The Hotel/Motel Fund accounts for costs associated with the promotion of tourism, the hotel/convention industry, and the arts within the City of Lancaster, historical restoration and preservation, the maintenance of the City of Lancaster Convention and Visitors Bureau, and the State Auxiliary Museum. Revenue is derived from a 7% tax assessed on the price paid for a room in a City of Lancaster hotel.

The Golf Fund accounts for maintenance costs associated with Countryview Golf Course, and any additional costs of maintaining the city owned assets (building, land, pump system). Revenue is derived from monthly payments from the Golf Pro.

The E-911 Fund accounts for costs associated with the maintenance and development of the E-911 systems in the City of Lancaster. Revenues are derived from telecommunications surcharges on wireless and land based telephone lines.

The City of Lancaster manages a large fleet of vehicles and equipment to perform needed services. The city-wide equipment replacement plan accounts for the costs associated with the replacement of these vehicles and equipment on an established replacement schedule based on the age and use of the vehicle/equipment to get the most value during its life span. Staff will provide a presentation outlining the plan.

The Water / Wastewater Utility Fund accounts for revenues associated with the billing of Lancaster residents for water and wastewater services. Expenditures include the purchase of water (Dallas Water Utilities), wastewater treatment (Trinity River Authority), and the operations and maintenance of the City's water and wastewater systems.

The Sanitation Fund is funded by receipts from solid waste billing. Expenditures include the cost of solid waste service.

The Stormwater Drainage Fund is funded by the Stormwater Drainage Fee assessed on property located within the city. The expenditures from this fund are associated with the maintenance of the City's drainage systems and floodplain maintenance.

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**Submitted by:**

Opal Mauldin Robertson, City Manager