



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

Monday, October 14, 2013 - 7:00 PM

CALL TO ORDER

INVOCATION: Ministerial Alliance

PLEDGE OF ALLEGIANCE: Councilmember LaShonjia Harris

CITIZENS' COMMENTS:

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

CONSENT AGENDA:

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

- C1. Consider approval of minutes from the City Council Special Meeting held September 16, 2013 and Special Joint Meeting with Planning and Zoning Commission held October 7, 2013.
- C2. Consider a resolution approving the terms and conditions of Amendment No. 2 to the agreement between the City of Lancaster and Ion Wave Technologies, Inc. for a five (5) year electronic purchasing software license in an amount not to exceed \$76,500.
- C3. Consider a resolution approving the terms and conditions of the City owned T-Hangar non-commercial lease from building 670 at the Lancaster Regional Airport.

ACTION:

- 4. Discuss and consider appointment of council liaisons to City Boards and Commissions.
- 5. Discuss and consider appointments to the City of Lancaster Comprehensive Plan Advisory Committee.

EXECUTIVE SESSION:

- 6. The City Council shall convene into closed executive session pursuant to Section § 551.074 (a)(1) of the TEXAS GOVERNMENT CODE to deliberate the evaluation and duties of a public officer or employee, to-wit: the City Manager.

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

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 11, 2013 @ 11:00 a.m. and copies thereof were hand delivered to the Mayor, Mayor Pro-Tempore, Deputy Mayor Pro-Tempore and Council members.



Dolle K. Dawne, TRMC
City Secretary

LANCASTER CITY COUNCIL

Agenda Communication

October 14, 2013

Item 1

Consider approval of minutes from the City Council Special Meeting held September 16, 2013 and Special Joint Meeting with Planning and Zoning Commission held October 7, 2013.

Background

Attached for your review and consideration are minutes from the:

- City Council Special Meeting held September 16, 2013
- City Council Joint Meeting held October 7, 2013 (with Planning & Zoning Commission)

Submitted by:

Dolle K. Downe, City Secretary

MINUTES

LANCASTER CITY COUNCIL MEETING OF SEPTEMBER 16, 2013

The City Council of the City of Lancaster, Texas, met in Special session in the Council Chambers of City Hall on September 16, 2013 at 7:05 p.m. with a quorum present to-wit:

Councilmembers Present:

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

Councilmember Absent:

Mayor Pro Tem James Daniels

City Staff Present:

Opal Mauldin Robertson, City Manager
Aretha Adams, Assistant City Manager
Alicia Oyedele, Assistant to the City Manager
Thomas Griffith, Fire Chief
Larry Flatt, Police Chief
M. C. Smith, Assistant Police Chief
Dori Lee, Human Resources Director
Ed Brady, Economic Development Director
Rona Stringfellow, Managing Director Public Works / Development Services
Mark Divita, Airport Manager
Dolle Downe, City Secretary

Call to Order:

Mayor Knight called the meeting to order at 7:05 p.m. on September 16, 2013.

Consent Agenda:

City Secretary Downe read the consent agenda.

- C1. Consider approval of minutes from the City Council Regular Meeting held September 9, 2013.**
- C2. Consider a resolution authorizing the award of a unit price bid (No. 2013-108) for the purchase of asphalt to Austin Asphalt.**
- C3. Consider a resolution authorizing the award of bid 2013-109 for the purchase of ready mix concrete to Redi Mix Concrete as the primary vendor for the purchase of concrete mix used in repair work to City streets and sidewalks.**
- C4. Consider a resolution approving the rules for the electronic receipt of bids or proposals.**

- C5. Consider a resolution 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 certain health services.**
- C6. Consider a resolution 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.**
- C7. Consider a resolution approving the terms and conditions of the Business Associate Addendum with MED3000, Inc. to satisfy certain standards and requirements of the Health Insurance Portability and Accountability Act (HIPAA).**
- C8. Consider a resolution approving the terms and conditions of the Grant Agreement for the Routine Airport Maintenance Program by and between the City of Lancaster, as Airport Sponsor, and the Texas Department of Transportation, on behalf of the State of Texas; authorizing matching funds in the amount of \$50,000 at the Lancaster Regional Airport.**
- C9. Consider an ordinance amending the Code of Ordinances by amending Chapter 14, Article 14.07, "Residency Restrictions For Sex Offenders," Section 14.07.002 providing offenses, and Section 14.07.003 providing for evidentiary matters; and providing a penalty of fine not to exceed five hundred dollars (\$500.00).**

Councilmember Jaglowski pulled item C6 from the consent agenda.

MOTION: Councilmember Mejia made a motion, seconded by Councilmember Strain-Burk, to approve consent items C1 - C5 and C7 - C9. The vote was cast 6 for, 0 against [Daniels absent].

Councilmember Jaglowski requested information regarding the food inspections [item C6]. City Manager Mauldin Robertson stated that there are two inspections per year, per food establishment at a rate of \$150 with additional inspections, if needed, at a rate of \$75 per inspection.

Councilmember Jaglowski asked if this applies to temporary food vendors. City Manager Mauldin Robertson indicated that it applies to restaurants. City Manager Mauldin Robertson noted that a permit is required for temporary food vendors at special events and that the inspection may be made by a neighboring city's registered sanitarian.

MOTION: Councilmember Strain-Burk made a motion, seconded by Councilmember Jaglowski, to approve a resolution 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 [item C6]. The vote was cast 6 for, 0 against [Daniels absent].

10. Discuss and consider appointment of council liaisons to City Boards and Commissions.

MOTION: Councilmember Mejia made a motion, seconded by Councilmember Jaglowski, to table consideration of council liaisons to City Boards and Commissions until the next regular meeting [October 14, 2013]. The vote was cast 6 for, 0 against [Daniels absent].

MOTION: Councilmember Mejia made a motion, seconded by Councilmember Strain-Burk, to adjourn. The vote was cast 6 for, 0 against [Daniels absent].

The meeting was adjourned at 7:12 p.m.

ATTEST:

APPROVED:

Dolle K. Downe, City Secretary

Marcus E. Knight, Mayor

MINUTES

LANCASTER CITY COUNCIL AND THE PLANNING AND ZONING COMMISSION SPECIAL JOINT MEETING OF OCTOBER 7, 2013

The City Council of the City of Lancaster, Texas, met in a special joint meeting with the Planning and Zoning Commission at the Lancaster Recreation Center on October 7, 2013 at 7:02 p.m. with a quorum present to-wit:

Councilmembers Present:

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

Planning and Zoning Commissioners Present:

Quinnie Wright, Chair
Genevieve Robinson
Lawrence Prothro
Tom Barnett Jr.
Roosevelt Nichols

City Staff Present:

Opal Mauldin Robertson, City Manager
Aretha Adams, Assistant City Manager
Austin James, Community Relations Team Leader
Dori Lee, Human Resources Director
Thomas Griffith, Fire Chief
Cheryl Wilson, Police Chief appointee, unconfirmed
Rona Stringfellow, Managing Director Public Works and Development Services
Jim Brewer, Assistant Director Public Works and Development Services
Ed Brady, Economic Development Director
Kevin Moore, Recreation Superintendent
Dolle Downe, City Secretary

Call to Order:

Mayor Knight called the special joint meeting to order at 7:02 p.m. on October 7, 2013.

Planning and Zoning Commission Chair Wright called the Planning and Zoning Commission to order at 7:03 p.m. on October 7, 2013.

- 1. Receive and discuss a presentation from Jacobs Engineering Group [Planning Consultant] regarding the City's Comprehensive Land Use Plan; consider a resolution accepting the Market Analysis Study from the Planning Consultant as part of the Comprehensive Land Use Plan update.**

Managing Director Stringfellow stated that the City's current Comprehensive Plan was adopted in 2002 and since adoption of the plan, the City's population has increased by 40%, real estate trends have changed significantly across the DFW Metroplex, the southern sector of Dallas County has become a major hub for logistics and the Dallas Campus of the University of North Texas has been established. Director Stringfellow commented on the value to the community of updating the Comprehensive Plan and introduced the Jacobs team, noting the presentation will cover the project planning process, market potential, physical opportunities, stakeholder aspirations and strategic opportunity areas.

Mark Bowers with Jacobs Engineering introduced members of the project team: Anne Ricker and Karen Walz.

Mr. Bowers discussed the planning process highlighting the vision elements: market potential, physical opportunities and stakeholder aspirations. With that foundation, Ms. Ricker reviewed findings with regard to the market opportunities, highlighting maps and charts for the Lancaster trade area, employment and household data, and parcel ownership, citing a low number of parcels with out of state ownership. The demographic overview presented data with regard to the trade area's college-educated residents, incomes and ethnic profiles compared to the Metroplex.

Ms. Ricker gave an overview of the psychographic data explaining that psychographics is a term used to describe the characteristics of people and neighborhoods which instead of being purely demographic, speaks more to attitudes, interests, opinions and lifestyles. She briefly highlighted certain segments of the 65 distinct market segments, commenting that commercial retail and residential developers are interested in understanding the community's psychographics as it indicates residents' propensity to spend across select retail categories and may suggest preferences for certain housing products. Ms. Ricker noted that the Lancaster trade area is dominated by middle class psychographic segments. Ms. Ricker reviewed emerging trends, highlighting development trends and noting the opportunities to "tell the story" to shape the market as opposed to doing nothing and letting the market "happen".

Mr. Bowers presented the next vision element related to physical opportunities including existing development, parcel sizes, sanitary sewer, thoroughfares, parks and open space, public facilities, natural features, topography, and special districts [Campus, Historic, Lanport, Medical and Mills Branch districts].

Ms. Walz presented the third vision element, stakeholder aspirations, noting the importance of understanding and taking advantage of the other two market elements of physical opportunities and market potential. Ms. Walz outlined the public and stakeholder involvement plan, touching on stakeholder interviews and the community charrette and open house. Ms. Walz discussed the civic assets including the historic downtown, the UNT Dallas campus, existing neighborhoods, public facilities and programs and the economic base in logistics and at the airport.

Ms. Ricker continued with discussion regarding strategic opportunity areas and what the comprehensive plan process will focus on including existing asset areas, core strengths, areas either undeveloped or ripe for re-investment and developing multiple scenarios for the areas along with potential tax base implications. A brief discussion of the northwest quadrant of the City highlighting the existing logistics development, the campus district, and potential near-term logistics opportunities was provided as a preview.

Councilmember Strain-Burk noted that walkability had been discussed but there is great need to link through DART or rail to the campus district. Mr. Bowers noted that is a very critical part of the plan and that Kimley Horn is a partner with Jacobs looking at such mobility opportunities.

Councilmember Strain-Burk asked about tools to help change mindsets about residential strategies and outside perceptions of the community. Ms. Walz stated they realize many outside the community do not understand and there would be strategic discussions about how to craft the image of the community as well as share that vision.

Mayor Knight commented on the importance of working hard to self-educate our own community about Lancaster's assets and how citizens can help to create an improving and collectively dynamic community.

P&Z Commissioner Nichols noted that the community was settled one way and now there are new generations. There was discussion regarding the need to get those new generations involved.

Deputy Mayor Pro Tem Morris commented that she is definitely looking forward to seeing the positive synergy particularly since the logistics firms are near residential areas.

P&Z Commissioner Robinson asked about attracting better retailers. There was discussion about bigger and longer term strategy for attracting retailers. Ms. Ricker commented that they will identify potential uses and there will be a need to help educate stakeholders as to other commercial uses that may produce the desired income. Mr. Bowers stated that a revitalization strategy for commercial corridors is not at all a hostile takeover, but an opportunity to let the dollars speak to the developers so they can see the return on investment.

City Manager Mauldin Robertson thanked the team for the presentation.

MOTION: Deputy Mayor Pro Tem Morris made a motion, seconded by Councilmember Strain-Burk, to approve a resolution accepting the Market Analysis Study from the Planning Consultant as part of the Comprehensive Land Use Plan update. The vote was cast 7 for, 0 against.

Mayor Knight called a brief recess at 8:54 p.m. Mayor Knight reconvened the meeting at 9:01 p.m.

With no further Planning & Zoning Commission business, Chair Wright called for a motion to adjourn the Planning and Zoning Commission.

MOTION: Commissioner Prothro made a motion, seconded by Commissioner Nichols to adjourn the Planning and Zoning Commission meeting. The vote was cast 5 for, 0 against. The Planning and Zoning Commission meeting was adjourned at 9:02 p.m.

Mayor Knight continued with the remaining City Council business.

2. **Discuss and consider a resolution establishing a Comprehensive Plan Advisory Committee for making recommendations regarding the Comprehensive Land Use Plan.**

City Manager Mauldin Robertson commented on the importance of establishing an Advisory Committee to engage the public in the review and input process and outlined the suggested criteria and number of committee members.

MOTION: Councilmember Strain-Burk made a motion, seconded by Councilmember Jaglowski, to approve a resolution establishing a Comprehensive Plan Advisory Committee for making recommendations regarding the Comprehensive Land Use Plan. The vote was cast 7 for, 0 against.

3. Discuss and consider appointments to the City of Lancaster Comprehensive Plan Advisory Committee.

Mayor Knight asked about the frequency of the meetings and schedule suggesting that potential members of the committee will need to be made aware of the time needed to participate as a member of the committee and the schedule. It was noted that there will be at least one meeting per month and perhaps additional meetings, as needed, during stakeholder interviews and the community charrette.

Mayor Pro Tem Daniels asked why the City Manager made a specific recommendation for the appointment of Councilmembers Strain-Burk and Mejia stating that in his opinion, the City Manager should not have made a recommendation and the entire Council should consider who among them should be appointed. There was further discussion regarding the City Manager making recommendations for the committee. City Manager Mauldin Robertson indicated that the recommendations were solely her suggestions for the committee and the ultimate appointment of two councilmembers to the committee remains with the City Council; she apologized if in making a recommendation, it offended anyone.

MOTION: Councilmember Mejia made a motion, seconded by Mayor Pro Tem Daniels, to postpone appointments to the Comprehensive Land Use Advisory Committee until the regular Council meeting of October 14, 2013. The vote was cast 7 for, 0 against.

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

The special meeting was adjourned at 9:31 p.m.

ATTEST:

APPROVED:

Dolle K. Downe, City Secretary

Marcus E. Knight, Mayor

LANCASTER CITY COUNCIL

Agenda Communication

October 14, 2013

Item 2

Consider a resolution approving the terms and conditions of Amendment No. 2 to the agreement between the City of Lancaster and Ion Wave Technologies, Inc. for a five (5) year electronic purchasing software license in an amount not to exceed \$76,500.

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

Goal: Quality Development

Background

The City is currently using Ion Wave Technologies software and is requesting to upgrade the module to unlimited user licenses which will extend the contracts module to all departments and allow staff to obtain quotes through the e-procurement module.

By extending the contracts module, all contracts will be maintained in a central location that allows public access and designated staff will have access to upload notes, performance issues, payment requests, etc.

Additionally, templates will be created for staff to process quotes which will provide vendors with an “apples to apples” approach that includes all required documents for the specific type of quote (i.e. printing vs. minor repairs on City property).

The software provides the following benefits:

- A single method of vendor self-registration/management;
- A single method of obtaining quotes and bids;
- A single method of tracking insurance certificates.
- An open and fair method for obtaining information (current and past). The same information is provided to all vendors regardless of the method type. Additionally, contracts and related documents will be available online.
- Electronic notification and response creates less paper waste and management.

Considerations

- **Operational** – The amendment will allow all departments’ access to the procurement/contracts modules, which will create uniformity in the quote process as well as provide a central location for contract management.

- **Legal** – The additional licenses are being purchased through a current Interlocal Agreement with Purchasing Solutions Alliance. The amendment and resolution have been reviewed by the City Attorney.
- **Financial** – Funding for the upgrade is available in the current budget. The 2014 license fee is \$13,500 and each succeeding year is \$15,000.

The original software was purchased through a cooperative agreement with Purchasing Solutions Alliance. Texas law authorizes cooperative agreements to help save time and funding in developing specifications and duplication during the bidding process.

- **Public Information** – This item is being considered at a regular meeting of the City Council posted in compliance with the Texas Open Meetings Act.

Options/Alternatives

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

Recommendation

Staff recommends approval of the proposed resolution as presented.

Attachments

- Resolution
- Amendment 2

Submitted by:
Dawn Berry, Purchasing Agent

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AMENDMENT NO. 2 FOR A FIVE (5) YEAR ELECTRONIC PURCHASING SOFTWARE LICENSE WITH ION WAVE TECHNOLOGIES, INC., FOR AN AMOUNT NOT TO EXCEED \$76,500.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT PURSUANT TO APPROVAL; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 252, Section 252.0415 (a) of the Texas Local Government Code provides authority for a municipality to receive bids or proposals through electronic transmission; and

WHEREAS, the City Council desires to utilize the electronic software for bid and contract management.

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

- Section 1:** The City Council of the City of Lancaster, Texas approves the terms and conditions of Amendment 2, for a five year electronic purchasing software license with Ion Wave Technologies, Inc. for an amount not to exceed \$76,500. pursuant to Amendment 2 attached hereto and incorporated as Exhibit A.
- Section 2:** The City Council authorizes the City Manager to execute the Amendment.
- Section 3:** Should any part of this Resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.
- Section 4:** Any prior resolution of the City Council in conflict with the provision contained in this Resolution are hereby repealed and revoked.
- Section 5:** This Resolution shall take effect immediately after its passage, and is duly resolved.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 14th day of October, 2013.

ATTEST:

APPROVED:

Dolle K. Downe, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

**AMENDMENT NUMBER 2
TO THE AGREEMENT
BETWEEN THE
CITY OF LANCASTER, TEXAS
AND
ION WAVE TECHNOLOGIES, INC.**

This Amendment Number 2 entered into and effective on October 1, 2013, modifies the Master License and Services Agreement (Agreement) between the City of Lancaster, Texas (Client) and Ion Wave Technologies, Inc. (IWT) entered into on January 12, 2010 as follows:

1. Definitions: All definitions set forth in the Agreement shall have the same meaning unless stated otherwise in this Amendment.
2. Amendment Number 2 is issued to extend the term of the original Agreement and add the Bid Workflow module as stated in the below revised Exhibit A-2. This revised Exhibit A-2 replaces and supersedes the Exhibit A in the Agreement that was effective July 6, 2011.
3. All other terms and conditions of the Agreement are to remain unchanged.

**Exhibit A-2 (Revised 10/1/2013)
Licensed Products**

1. **License Grant.** IWT Grants to Client, in accordance with and subject to the terms and conditions set forth in this Agreement, a license to the IWT products as specified below:
 - (i) IWT Enterprise Sourcing subject to the following terms and restrictions:
 - The license grant shall be for a five (5) year period starting October 1, 2013, with usage limited to Client's employees and Client's supplier community.
 - The Enterprise Sourcing license shall include the Online Bidding (RFx), Bid Weighting and Scoring, Bid Workflow, and Supplier Management / Registration modules. The Reverse Auction, Approved Vendor, and any future modules released by IWT are specifically excluded. Client may purchase additional modules and incorporate an additional Exhibit into this agreement.
 - The cost of the license shall be paid as outlined in the payment section below.
 - (ii) IWT Contract Management subject to the following terms and restrictions:
 - The license grant shall be for a five (5) year period starting October 1, 2013, with usage limited to Client's employees.
 - The Contract Management license shall include the Contract and Insurance Certificate Tracking modules. Any future modules are specifically excluded.
 - The cost of the license shall be paid as outlined in the payment section below.
 - Client's use of the Contract Management module requires Client's continued annual subscription for Client's Enterprise Sourcing license.
 - Client may purchase additional modules and incorporate an additional Exhibit into this agreement.

2. Support Services. IWT will provide Support Services to the Client, in accordance with and subject to the terms and conditions set forth in this Agreement, as specified below:

(i) **Support and Maintenance:**

IWT will provide Support Services as detailed in Exhibit B for the products listed above for a five (5) year period beginning upon the execution of this Agreement at no additional cost to Client.

3. Payment. Payment for the license fees shall be due as follows:

(i) \$13,500 due upon execution of this Agreement for the service period 10/1/2013 to 09/30/2014.

Subsequent Annual License Fees:

(i) \$15,000 Annual License Fees due October 1, 2014 for the service period 10/01/2014 to 09/30/2015.

(ii) \$15,000 Annual License Fees due October 1, 2015 for the service period 10/01/2015 to 09/30/2016.

(iii) \$15,000 Annual License Fees due October 1, 2016 for the service period 10/01/2016 to 09/30/2017.

(iv) \$15,000 Annual License Fees due October 1, 2017 for the service period 10/01/2017 to 09/30/2018.

IN WITNESS WHEREOF, each party hereto has caused this Amendment Number 2 – Exhibit A-2 to be executed by its duly authorized representative.

IWT - Ion Wave Technologies, Inc.	Client: City of Lancaster, Texas
Signed:	Signed:
Printed Name: Darren C. Henderson	Printed Name:
Printed Title: Chief Executive Officer	Printed Title:
Date: 09/16/2013	Date:

LANCASTER CITY COUNCIL

Agenda Communication

October 14, 2013

Item 3

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

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

Goal: Sound Infrastructure

Background

The City owns and leases five rows of T-hangars (buildings 660-700) of three different sizes based off aircraft wingspan. There are 92 units that the City rents for aircraft storage with end cap commercial spaces on the east end of each hangar row. The City T-hangars are near full occupancy most of the time. This agenda item brings forward a non-commercial lease agreement for T-hanger 670-113 (1018 sq. ft.) for a tenant, Mr. Mahmood Atae.

Considerations

- **Operational** - The City T-hangar non-commercial lease is used for private aircraft owners.
- **Legal** - The lease agreement was reviewed and approved by the City Attorney.
- **Financial** - Lease rates vary based on size of the hangar. All rates were approved in the City's Master Fee Schedule. The monthly rate for this medium size Community T-hangar is \$205.00 per month.
- **Public Information** - There are no public information requirements.

Options/Alternatives

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

Recommendation

Staff recommends approval of the resolution.

Attachments

- Resolution
 - Exhibit “A” Lease Agreement
-

Submitted by:
Mark Divita, Airport Manager

RESOLUTION NO. 2013-0X-XX

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

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

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

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

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

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

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

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 14th day of October 2013.

ATTEST:

APPROVED:

Dolle K. Downe, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



LANCASTER Regional AIRPORT

Agreement for Lease of T-Hangar for Storage of Aircraft

Non-Commercial Tenants

This CONTRACT and AGREEMENT OF LEASE, made this _____ day of _____, 20 _____, between the City of Lancaster, Texas, a municipal corporation, ("LESSOR") and Mahmood Ataee, (LESSEE"), evidences the following:

I.

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

1. **Premises:** Hangar Row and Suite **670-113**, located at the Airport, and consisting of approximately 956 square feet ("Leased Premises").
2. **Uses:** The leased premises shall be used and occupied only for the storing of aircraft owned, leased, and/or legally operated by LESSEE and related equipment. The leased premises shall be used and occupied only for the personal, business, and/or private use of the LESSEE. LESSEE shall provide LESSOR with a copy of the FAA Certificate of Aircraft Registration for the aircraft to be stored under this agreement. If the registration is not in the name of LESSEE, a copy of a valid lease or other documentation showing a possessory interest in the aircraft shall be provided. LESSEE shall not store non-aviation items such as house hold goods in leased premises. LESSEE shall not use the leased premises for any on going business or commercial operations warehousing goods or services for sale to third parties.
3. **Term:** The term of this lease will be from month to month, beginning the _____ day of _____, 20 _____. Either party may cancel and terminate this agreement by serving thirty (30) days written notice of its election to do so.
4. **Rent:** LESSEE shall pay LESSOR as rent **\$205.00** per month, due and payable in advance on the first day of each month.

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

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

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

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

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

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

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

II.

STANDARD TERMS AND PROVISIONS

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

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

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

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

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

made.

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

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

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

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

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

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

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

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

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

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

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

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

- a. LESSEE shall fail to pay any installment of rent, and such failure shall continue for a period of ten (10) days following the due date of said installment.
- b. LESSEE shall fail to comply with any term, provision or covenant of this Lease Agreement, other than the payment of rent, and shall not cure such failure within twenty (20) days after written notice thereof to LESSEE.
- c. LESSEE shall fail to provide lock combination or key to lock on assigned hangar to airport administration.
- d. LESSEE shall fail to provide accurate and correct contact information as set forth in paragraph 18 – "Notices".

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LESSEE: Mahmood Ataee

3043 England Pkwy

Grand Prairie, TX 75054

682-518-5146

MahmoodAtaee@yahoo.com

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

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

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

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

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

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

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

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

CITY OF LANCASTER, LESSOR

LESSEE:

By: _____
Opal Mauldin Robertson,
City Manager

ATTEST:

Dolle K. Downe, City Secretary

LANCASTER CITY COUNCIL

Agenda Communication

October 14, 2013

Item 4

Discuss and consider appointment of council liaisons to City Boards and Commissions.

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

Goal: Civic Engagement

Background

At the September 16, 2013 special meeting, City Council tabled consideration of council liaisons to boards and commissions until its next regular meeting.

City Council made appointments to City Boards and Commissions at their September 9, 2013 meeting. Annually, following board and commission appointments, Councilmembers select the boards/commissions that they would like to serve as Council liaison.

In accordance with Resolution 2007-09-105, appointments are based on seniority with the most tenured member choosing from the boards/commissions first. Following is a list of councilmembers by seniority:

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

Considerations

Currently serving as liaisons are the following:

<u>Board/Commission</u>	<u>Councilmember</u>
Airport Board	vacant
Animal Shelter Advisory Committee	Jaglowski
Civil Service Commission	Daniels
Economic Development Corp.	Mejia
Historic Landmark Preservation Committee	vacant

Board/Commission

Library Advisory Board

Parks and Recreation Advisory Board/
Recreational Development Corp.

Planning & Zoning Commission

Property Standards & Appeals Board

Youth Advisory Committee

Zoning Board of Adjustment

Councilmember

Harris

Morris

Daniels

Jaglowski

Morris

Mejia

Options/Alternatives

1. Council may make selections for council liaisons to boards and commissions.
2. Council may postpone selection of council liaisons and direct staff.

Recommendation

Selection of council liaisons is solely at Council's pleasure.

Attachments

- Resolution 2007-09-105 (council liaison policy)

Submitted by:

Dolle K. Downe, City Secretary

RESOLUTION NO. 2007-09-105

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, ESTABLISHING A POLICY FOR COUNCILMEMBERS TO SERVE AS LIAISONS TO ALL BOARDS AND COMMISSIONS OF THE CITY; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is the intention of the City Council of the City of Lancaster to provide effective communication to all the boards and commissions; and

WHEREAS, Councilmembers serving as liaisons to the various City's boards and commissions will be able to provide necessary resources and information to the boards and commissions.

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

Section 1. All City Councilmembers, with the exception of the Mayor, will serve as Council liaisons to all the boards and commissions of the City for a period of one year. Councilmembers will select different boards and/or commissions to serve as liaisons after or around the completion of the boards and commissions appointments in July.

Section 2. Each Councilmember will be allowed to select the board or commission they would like to serve as liaisons to by order of seniority.

Section 3. Each Councilmember may submit a quarterly report to the entire council through the City Secretary on their respective board and/or commission's activity.

Section 4. Councilmembers are strongly encouraged, rather than required, to attend all meetings of their selected boards and/or commissions.

Section 5. Any prior Resolution of the City Council in conflict with the provisions contained in this Resolution are hereby repealed or revoked.

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

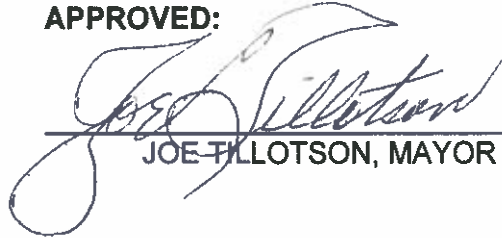
Section 7. This Resolution shall take effective immediately from and after its passage, and it is accordingly so resolved.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 24th day of September 2007.

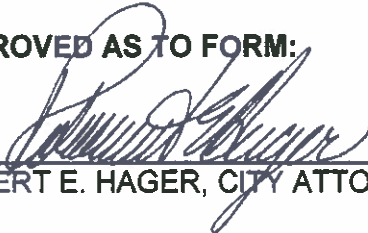
ATTEST:


DOLLE K. SHANE, CITY SECRETARY

APPROVED:


JOE TILLOTSON, MAYOR

APPROVED AS TO FORM:


ROBERT E. HAGER, CITY ATTORNEY

LANCASTER CITY COUNCIL

Agenda Communication

October 14, 2013

Item 5

Discuss and consider appointments to the City of Lancaster Comprehensive Plan Advisory Committee.

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

Goal: Quality Development

Background

At the October 7, 2013 Special meeting, City Council adopted a resolution establishing the Comprehensive Plan Advisory Committee. Council tabled consideration of appointments to the Committee until the October 14, 2013 meeting.

Considerations

The Comprehensive Plan Advisory Committee serves as a review, input and directional ad hoc committee for the update of the Comprehensive Plan. The Committee works closely with the Jacobs Group to facilitate stakeholders' input. Jacobs has indicated that there will be at least one meeting per month and perhaps additional meetings, as may be needed, during stakeholder interviews and the community charrette. Jacobs is committed to facilitating the schedules of committee members and the public to ensure maximum input on the Comprehensive Plan.

Each Councilmember may appoint the citizen of their choice from their district and the Mayor may make an appointment at-large for a total of seven appointees to the Comprehensive Plan Advisory Committee. In addition, Council may appoint two current councilmembers to serve on the committee.

Recommendation

Staff recommends that each councilmember appoint one person from their district, the Mayor appoints one person at-large and that two councilmembers be appointed.

Submitted by:

Opal Mauldin Robertson, City Manager

LANCASTER CITY COUNCIL

Agenda Communication

October 14, 2013

Item 6

The City Council shall convene into closed executive session pursuant to Section § 551.074 (a)(1) of the TEXAS GOVERNMENT CODE to deliberate the evaluation and duties of a public officer or employee, to-wit: the City Manager.

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

Goal: Professional and Committed City Workforce

Executive Session matter.

Submitted by:

Dolle K. Downe, City Secretary

LANCASTER CITY COUNCIL

Agenda Communication

October 14, 2013

Item 7

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

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

Goal: Professional and Committed City Workforce

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

Submitted by:

Dolle K. Downe, City Secretary