



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



**Monday, June 13, 2016 - 7:00 PM**

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**CALL TO ORDER**

**INVOCATION:** Ministerial Alliance

**PLEDGE OF ALLEGIANCE:** Deputy Mayor Pro Tem Stanley Jaglowski

**PROCLAMATION:** Juneteenth Celebration Day and National Recreation and Park Association (NRPA)

**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.

1. Consider approval of minutes from the City Council Special Meeting held on May 2, 2016; City Council Regular Meeting held on May 9, 2016; and City Council Special Work Session held on May 17, 2016.
2. Consider a resolution approving the terms and conditions of a Special Election Contract and Election Services Agreement with Dallas County Elections to conduct a Special Election for the election of one Councilmember for District 4 to fill an unexpired term to be held on Saturday, August 6, 2016.

Considere una resolución aprobando los términos y condiciones del Contrato y Servicios para la Elección Especial del Condado de Dallas Elecciones para llevar a cabo una elección especial para la elección de un Concejal por el Distrito 4 para llenar un término no vencido, que se celebrará el sábado, 6 de agosto 2016.

3. Consider a resolution authorizing the City Manager to lease and assign on behalf of the city of Lancaster for T-hangar and T-spot non-commercial leases and assignments and assumptions for ground leases at the Lancaster Regional Airport from July 1, 2016 to June 30, 2017.

4. Consider a resolution ratifying submission of applications to Dallas County for funding under the Fiscal Year 2016 U. S. Department of Housing and Urban Development, Community Development Block Grant (CDBG) Program for reconstruction of existing roadway: Lindenwood Boulevard from Dewberry to John Street and Percy Street from Cedardale Road to Lyle Street as primary project(s).
5. Discuss and consider amending Ordinance 2014-06-07, adding Article 6.12000, Sections 6.12.001, Single-Family and Duplex Rental Property Regulations.
6. Consider a resolution authorizing Dallas County to resell 908 Lancaster-Hutchins Rd, a tax foreclosed property, by public or private sell, to the highest qualified purchaser, as provided by Section 34.05 of the Texas Property Tax Code.
7. Discuss and consider an ordinance amending Chapter 1, Article 1, Section 1.01.009 of the Lancaster Code of Ordinance General Penalty for Violations of Code to increase fine and charges assessed for illegal dumping.

#### **ACTION:**

8. Consider an ordinance amending Ordinance 2016-03-03 granting a franchise agreement for the collection and removal of commercial solid waste and recycling to Republic Waste Services of Texas Ltd., by amending Section 1.
9. Consider a resolution approving an Interlocal agreement with the North Central Texas Council of Government (NCTCOG) for reimbursement of Grant funds for the Litter and Illegal Dumping Cleanup project.

#### **EXECUTIVE SESSION:**

10. City Council shall convene into closed executive pursuant to § 551.072 of the Texas Government Code, discuss and deliberate the acquisition, purchase, exchange, lease or value of real property as deliberation in this open meeting would have a detrimental effect of the position of the City of Lancaster in negotiations with third persons.
11. Reconvene into open session. Consider and take appropriate action(s), if any, on closed/executive session matters.

#### **ADJOURNMENT**

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EXECUTIVE SESSION: The City Council reserve the right to convene into executive session on any posted agenda item pursuant to Section 551.071(2) of the Texas Government Code to seek legal advice concerning such subject.

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ACCESSIBILITY STATEMENT: Meetings of the City Council are held in municipal facilities are wheelchair-accessible. For sign interpretive services, call the City Secretary's office, 972-218-1311, or TDD 1-800-735-2989, at least 72 hours prior to the meeting. Reasonable accommodation will be made to assist your needs.

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PURSUANT TO SECTION 30.06 PENAL CODE (TRESPASS BY HOLDER WITH A CONCEALED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE

(HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A CONCEALED HANDGUN.

CONFORME A LA SECCION 30.06 DEL CODIGO PENAL (TRASPASAR PORTANDO ARMAS DE FUEGO CON LICENCIA) PERSONAS CON LICENCIA BAJO DEL SUB-CAPITULO 411, CODIGO DEL GOBIERNO (LEY DE PORTAR ARMAS), NO DEBEN ENTRAR A ESTA PROPIEDAD PORTANDO UN ARMA DE FUEGO OCULTADA.

PURSUANT TO SECTION 30.07 PENAL CODE (TRESPASS BY HOLDER WITH AN OPENLY CARRIED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A HANDGUN THAT IS CARRIED OPENLY.

CONFORME A LA SECCION 30.07 DEL CODIGO PENAL (TRASPASAR PORTANDO ARMAS DE FUEGO AL AIRE LIBRE CON LICENCIA) PERSONAS CON LICENCIA BAJO DEL SUB-CAPITULO H, CAPITULO 411, CODIGO DE GOBIERNO (LEY DE PORTAR ARMAS), NO DEBEN ENTRAR A ESTA PROPIEDAD PORTANDO UN ARMA DE FUEGO AL AIRE LIBRE.

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#### **Certificate**

**I hereby certify the above Notice of Meeting was posted at the Lancaster City Hall on June 10, 2016 @ 5:00 p.m. and copies thereof were provided to the Mayor, Mayor Pro-Tempore, Deputy Mayor Pro-Tempore and Council members.**



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Sorangel O. Arenas  
City Secretary

## LANCASTER CITY COUNCIL

### City Council Regular Meeting

Item 1.

**Meeting Date:** 06/13/2016

**Policy Statement:** This request supports the City Council 2015-2016 Policy Agenda

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

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#### **Agenda Caption:**

Consider approval of minutes from the City Council Special Meeting held on May 2, 2016; City Council Regular Meeting held on May 9, 2016; and City Council Special Work Session held on May 17, 2016.

#### **Background:**

Attached for your review and consideration are minutes from the:

- City Council Special Meeting held on May 2, 2016;
- City Council Regular Meeting held on May 9, 2016; and
- City Council Special Work Session held on May 17, 2016.

#### **Attachments**

May 2, 2016 Minutes

May 9, 2016 Minutes

May 17, 2016 Minutes

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## **MINUTES**

### **LANCASTER CITY COUNCIL MEETING OF MAY 2, 2016**

**The City Council of the City of Lancaster, Texas, met in a called Special session at the Recreation Center in the Grand Hall on May 2, 2016 at 7:00 p.m. with a quorum present to-wit:**

#### **Councilmembers Present:**

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

#### **Councilmembers Absent:**

Mayor Pro Tem James Daniels  
LaShonjia Harris  
Nina Morris

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

Opal Mauldin-Robertson, City Manager  
Rona Stringfellow, Assistant City Manager  
Kay Brown, Community Relations Coordinator  
Dori Lee, Human Resources Director  
Ed Brady, Director of Economic Development  
Jermaine Sapp, Director of Equipment Services and Facilities  
Sean Johnson, Managing Director of Quality of Life & Cultural Services  
Baron Sauls, Finance Director  
Jim Brewer, Director of Public Works  
Sam Urbanski, Interim Police Chief  
Robert Franklin, Fire Chief  
Ron Gleaves, IT Manager  
Crystal Cloud, Utility Billing Manager  
Fabrice Kabona, Assistant to the City Manager  
Vanessa Reyes, Administrative Secretary  
Sorangel O. Arenas, City Secretary

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

Mayor Knight called the meeting to order at 8:03 p.m. on May 2, 2016.

- 1 Z15-05 (Amendment) Conduct a Public Hearing and consider an amendment to the City of Lancaster Comprehensive Plan's Future Land Use Map and a rezoning request to amend PD Planned Development Ordinance #2015-10-23 to amend landscaping requirements, lot configuration, building height, and points of access. The property contains approximately 59 acres on the NW corner of Daniieldale Road and North Houston School Road further described as Abstract Silas B. Runyon 1199, Lancaster, Dallas County, Texas.**

Assistant City Manager Stringfellow shared that this item is a rezoning request to amend PD – Planned Development Ordinance Number 2015-10-23 to allow for an amendment to the landscaping requirements, lot configuration, building height, and points of access. In regards to the landscape requirements, she shared that the Lancaster Development Code (LDC) stipulates that 20% of the site must be permanently landscape. Since that time, the applicant has filed documentation requesting relief from this requirement as the applicant is able to meet the 20% requirement. If item approved, she stated that the City Attorney advised that the landscape request will be added as an amendment to the Planned Development (PD) concept plan. Assistant City Manager Stringfellow indicated that the second element for an amendment is a lot configuration. She stated that the subdivision portion of the

LDC requires that all lots shall have a point of access that meets the maximum block width and depth. Building Number two, smaller lot in questioned, does not have a point of access along Southpointe Drive, so access to be taken will be from Houston School Road or Daniieldale Road. Additionally, the Fire Code requires that there must be two points of access. Since the applicant does not have access from Southpointe, the two points of access would need to allow the Fire Department access to the lot, thus creating a flag lot. Assistant City Manager Stringfellow provided an example of a flag lot which is a lot that lies at the end of a long driveway. The applicant has met with the Fire Marshall and has agreed to provide either 2 – 24' mutual access easements or 1 – 48' mutual access easement to allow fire apparatus to access to the site to potentially fight a fire. The applicant has requested a waiver to the subdivision ordinance to relax the block maximum requirement for a lot to have access. She advised that the next item on the agenda is a companion item to this request which requires a separate action. Assistant City Manager Stringfellow indicated that the third element for an amendment is a building height restriction of Building Number two. The current PD, approved on October 2015, allows for a maximum building height of fifty feet. The applicant has indicated that they would shift Building Number 2 and reduce the building height to forty feet to meet the current fall zone. She advised that the Fire Department as well as the City Attorney is agreeable to amend the maximum building height to forty feet.

DMPT Jaglowski confirmed from the Assistant City Manager Stringfellow that the maximum height for Building Number two will be forty feet.

Councilmember Strain-Burk received confirmation from the Assistant City Manager Stringfellow that the forty feet amendment will reflect on the agreement.

Assistant City Manager Stringfellow shared that the applicant has indicated to staff that Building Number two does not have access to Southpointe Drive as originally shown in the concept plan approved on October 26, 2016. As a result of this approval, Building Number two's lot will not meet the subdivision requirements for access. The applicant has meet with the Fire Marshall and settled to provide either 2 – 24' mutual access easements or 1 – 48' mutual access easement to allow fire apparatus to access to the site to potentially fight a fire. She shared that the applicant has resubmitted the concept plan along with the Planning Development (PD) descriptions to address all of the amendment proposals. At the Planning and Zoning Commission meeting, regarding Case Number 15-05, has been recommended to be approved with the Planning Development amendments with conditions stated as along with the landscape exhibits.

City Manager Mauldin-Robertson clarified that the building height restriction of Building Number two is not to exceed forty feet and to allow sufficient fall zone to meet the fire code requirements.

Councilmember Strain-Burk inquired that the clarification indicated from City Manager Mauldin-Robertson will be reflected on Planning and Zoning's documentation.

Assistant City Manager Stringfellow shared that the ordinance for ratification will be prepared by the City Attorney for the May 9, 2016 Regular Meeting to include Planning and Zoning's recommendations as well as City Councils' approvals.

Mayor Knight inquired if the applicant will have to determine if it is cost-effective to have 2 – 24' mutual access easements or 1 – 48' mutual access easement. Also, he inquired if the easement will be selected prior to the next City Council meeting.

City Manager Mauldin-Robertson advised that the mutual access easements will be determined at the time of the issuance of the building permits. Also, she clarified that the applicant has the ability to provide either 2 – 24' mutual access easements or 1 – 48' mutual access easement.

Assistant City Manager Stringfellow stated that Deputy Mayor Pro Tem Jaglowski inquired the development status nearby the subject property. However, she provided documentation to display the development around the area.

Mayor Knight opened the public hearing.

There were no speakers.

**MOTION:** Councilmember Strain-Burk made a motion, seconded by Deputy Mayor Pro Tem Jaglowski, to close the public hearing. The vote was cast 4 for, 0 against [Mayor Pro Tem Daniels, Harris, and Morris were absent].

Brad Copeland, applicant at 2912 Stanford Avenue, requested clarification on item 1 regarding the landscaping requirements. He inquired from Assistant City Manager Stringfellow that he was under the assumption that the 20% requirement is either to treat both lots as one stand-alone lot or two separate lots.

Assistant City Manager Stringfellow stated that there will not be a concern to treat the subject property as one stand-alone lot or two separate lots. Also, she advised the applicant that there will be credits available if the applicant maintains the trees in the area.

**MOTION:** Councilmember Strain-Burk made a motion, Deputy Mayor Pro Tem Jaglowski seconded to approve item 1. The vote was cast 4 for, 0 against [Mayor Pro Tem Daniels, Harris, and Morris were absent].

**2. Discuss and consider a resolution waiving the subdivision requirement for maximum block length to Building #2 for the property that contains 59 acres on the Northwest Corner of Danieldale Road and Houston School Road further described as Abstract Silas B. Runyon 1199, Lancaster, Dallas County, Texas.**

Assistant City Manager Stringfellow stated that item 2 is a companion item to the amendment to Planned Development (PD) Ordinance Number 2015-10-23. The proposed waiver to the subdivision regulations' requirement seeks to provide applicant relief from the maximum block length and no further requirements are required to provide access to Southpointe.

**MOTION:** Councilmember Mejia made a motion, seconded by Deputy Mayor Pro Tem Jaglowski, to approve item 2. The vote was cast 4 for, 0 against. [Mayor Pro Tem Daniels, Harris, and Morris were absent].

**MOTION:** Councilmember Strain-Burk made a motion, seconded by Councilmember Mejia, to adjourn. The vote was cast 4 for, 0 against [Mayor Pro Tem Daniels, Harris, and Morris were absent].

The meeting was adjourned at 8:18 p.m.

**ATTEST:**

**APPROVED:**

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Sorangel O. Arenas, City Secretary

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Marcus E. Knight, Mayor

## **MINUTES**

### **LANCASTER CITY COUNCIL MEETING OF MAY 9, 2016**

**The City Council of the City of Lancaster, Texas, met in a called Regular session in the Council Chambers of City Hall on May 9, 2016 at 7:00 p.m. with a quorum present to-wit:**

#### **Councilmembers Present:**

Mayor Marcus E. Knight  
Carol Strain-Burk  
Deputy Mayor Pro Tem Stanley Jaglowski  
Marco Mejia  
LaShonjia Harris  
Clyde C. Hairston seated following oath of office  
Nina Morris

#### **Councilmembers Absent:**

Mayor Pro Tem James Daniels

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

Opal Mauldin-Robertson, City Manager  
Rona Stringfellow, Assistant City Manager  
Fabrice Kabona, Assistant to the City Manager  
Sean Johnson, Managing Director of Quality of Life & Cultural Services  
Jim Brewer, Public Works Director  
Baron Sauls, Finance Director  
Sam Urbanski, Interim Police Chief  
Ed Brady, Director of Economic  
Robert Franklin, Fire Chief  
Jermaine Sapp, Equipment and Facilities Director  
Alton Dixon, Purchasing Agent  
Dori Lee, Director of Human Resources  
Brad Boulton, Assistant Police Chief  
Cheryl Womble, Administrative & Community Relations Supervisor  
Samantha Gowans, Assistant City Attorney  
Mayra Rios, Assistant City Secretary  
Sorangel O. Arenas, City Secretary

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

Mayor Knight called the meeting to order at 7:00 p.m. on May 9, 2016.

#### **Invocation:**

Pastor John Richardson gave the invocation.

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

Councilmember Strain-Burk led the pledge of allegiance.

#### **Proclamations:**

Mayor Knight presented proclamations, including a proclamation announcing the month of May as "Motorcycle Safety Awareness Month," which urges all residents to increase safety and awareness in the community to enable the reduction of accidents and injuries involving motorcyclists.

Mayor Knight announced May 15<sup>th</sup> through May 21<sup>st</sup> is "Public Works Week," which was presented to Jim Brewer, Director of Public Works.



Mayor Knight presented Interim Police Chief, Sam Urbanski, a proclamation proclaiming May 15<sup>th</sup> through May 21<sup>st</sup> as "National Peace Officer Week" and May 15<sup>th</sup> as "Peace Officer's Memorial Day."

Mayor Knight presented Fire Chief, Rob Franklin, a proclamation proclaiming May 15<sup>th</sup> through May 21<sup>st</sup> as "Emergency Medical Services Week."

**Recognition:**

Mayor Knight recognized Renita Williams' accomplishments, excellence, and acceptance attend West Point Preparatory School. Also, Mayor Knight acknowledged Haiston Blair's representation from Congresswoman Eddie Bernice Johnson's office to congratulate Renita Williams' acceptance to West Point.

Darius Brown was unable to attend the meeting. However, Mayor Knight shared that Darius Brown was selected as the recipient to the 2016 Bill Gates Millennium Scholarship which will pay for his education concluding a doctorate degree. Also, Darius Brown will attend Texas A&M University starting in the Fall of 2016.

On behalf of City Council and the citizens of the community, Mayor Knight presented Councilmember LaShonjia Harris a plaque of recognition to commemorate her service as a Councilmember for District 5 from May 2012 through May 2016 and service as Deputy Mayor Pro Tem from May 2014 through June 2015.

Councilmember Harris thanked her colleagues and stated what an honor it was to serve the citizens of Lancaster; specifically, her constituents in District 5. Also, she thanked the City Manager, Assistant City Manager, City Secretary, and the Executive Team for their hard-work. She shared that when she entered office, she was definitely an alpha female with a big-heart and passion for people. Councilmember Harris shared the importance of improving the residential areas for the safety and security of our homes and advised citizens to be a role model to the young generation. Councilmember Harris informed Councilmember Clyde C. Hairston that it is an honor to have him back in office back. She thanked the Lancaster Independent School District's Board of Trustees and staff for the continued partnership to enrich the City. Councilmember Harris stated that the separation is not a good-bye but she is on to her next journey.

**Citizens Comments:**

John Richardson, 1004 N. Jefferson Street, shared his appreciation to the City and the community for supporting the National Day of Prayer. The collaboration with the City and the Independent School District created a successful event. Pastor Richardson thanked the Council for supporting the Lancaster Interdenominational Ministerial Alliance and the spiritual guidance brought forth by the community.

**1. Administer oaths of office, present Certificates of Election, and seat newly elected council members.**

City Secretary Arenas administered the Oath of Office for Carol Strain-Burk, Marco Mejia, and Clyde C. Hairston. Certificates of Election were presented.

Councilmember Strain-Burk thanked her supporters, particularly her constituents in District 1. She stated that she will continue to work diligently for the City and attempt to make this a better place for the future. Councilmember Strain-Burk acknowledged the importance of working with the Lancaster Independent School District and being capable of rendering difficult decisions to advance the City. She is thankful to have another opportunity to serve for an additional three years.

Councilmember Mejia thanked his supporters especially his constituents in District 3. He expressed that it has been a rewarding and challenging six year journey but acknowledged the importance of office and how his decisions affect the community. Councilmember Mejia shared his gratitude to have an additional opportunity to serve and cherishes the opportunity to work with the community.

Councilmember Hairston thanked his supporters, neighbors, co-workers, and church members that were in attendance to express their support. He stated that it is an honor to serve alongside the City Council and City Manager. He indicated his passion for the City in which he has invested to reside, work, and have a church. Additionally, he thanked Councilmember Harris for trusting him to represent the citizens in District 5.

Newly elected and re-elected councilmembers were seated: Councilmember Carol Strain-Burk, District 1; Councilmember Marco Mejia, District 3; and Councilmember Clyde C. Hairston, District 5.

**Consent Agenda:**

City Secretary Arenas read the consent agenda.

**C2. Consider approval of minutes from the City Council Regular Meeting held on April 11, 2016.**

**C3. Consider a resolution accepting the 2015 Racial Profiling Analysis annual report.**

**MOTION:** Councilmember Morris made a motion, seconded by Deputy Mayor Pro Tem Jaglowski, to approve consent items. The vote was cast 6 for, 0 against [Mayor Pro Tem Daniels absent].

**4. Z16-02 – continue a public hearing and consider an ordinance amending the City of Lancaster comprehensive Plan Future Land use map by designating said from Light Industrial by granting a re-zoning request from LI-Light Industrial to SF4 – Single Family Residential. The subject property is located on the east side of Katy Street just south of the intersection of Katy Street and E. Pleasant Run Road and further described as 1102 Katy Street, Lancaster, Dallas County, Texas.**

Councilmember Mejia recused himself for this item.

Mayor Knight shared that Councilmember Mejia recused himself from item 4. He reminded the councilmembers that item 4 has been previously postponed due to the necessity that 5 council members (supermajority) is required to enable action.

Mayor Knight opened the public hearing.

Irene Mejia, 1500 W. Main Street, shared that over forty years ago her husband decided to move to Lancaster and bought a large piece of property. As of today, part of the property is known as "Grain Elevators" and the remaining property has been developed as an industrial area. Mrs. Mejia stated that forty years ago the cost of property taxes was about \$10.00 and currently the cost is about \$100,000.00. Throughout the years the area has been developed as an industrial area and she would like to see the expansion continue.

Frank Mejia, 1500 W. Main Street, stated that he has resided in Lancaster for over forty years and has owned the property on Katy Street for that time. Mr. Mejia displayed documents that reflect the number of properties he possesses on Katy Street. He stated he recently purchased two properties on Katy Street from Dallas County. Mr. Mejia feels the owner of the property ought to have inquired about the property uses prior to purchasing the property. Mr. Mejia shared he has been in business for over 40 years and would like the area to remain zoned for Light Industrial.

Mayor Knight shared that Marco Mejia is speaking as a citizen on item 4.

Marco Mejia, 1515 Rebecca Lane, indicated the area has been Light Industrial for almost 40 years. He stated that once a property is vacant after six months, the property is no longer grandfathered into the prior zoning. The property has been vacant for two to three years. Applicant purchased the property to attempt to reside in the property. Mr. Mejia informed that individuals have invested in the area, believing it will continue as Light

Industrial. He shared if the zoning is modified then it will be considered Spot Zoning and the City will not be progressing forward. He advised that the rules and ordinances should be followed; otherwise, the City will be implementing Light Industrial properties into a residential area. The applicant should have inquired about the uses of the property prior to purchasing it.

Jesus Garcia, 820 Pritchard, Dallas, Texas, shared that when the property was purchased he wasn't aware that the site was zoned for commercial use the reason why he hired an individual to research the zoning requirements. The property was purchase for his family and advised that his contract at his current residence has expired and is worried about where to live.

**MOTION:** Councilmember Morris made a motion, seconded by Councilmember Strain-Burk to close the public hearing. The vote was cast 5 for, 0 against [Mejia recused] [Mayor Pro Tem Daniels absent].

Mayor Knight shared that item 4 requires action from 5 of the councilmembers and advised if any of the members have any questions due to the sensitivity of the matter. He informed that the property has lost the grandfather privileges to remain zoned as a single-family residential. The subject property is currently zoned for Light Industrial and the adjacent properties are zoned for Light Industrial use. Mayor Knight shared that the Planning and Zoning Commission recommended denial of the rezoning request; therefore, the reason for a supermajority vote is required to overturn the recommendation.

Councilmember Hairston stated that the applicant inquired if he is allowed to reside in the home for one year and if the request is denied by council, how long may he live in the property.

Mayor Knight stated the applicant would not be allowed to inhabit the property based if a decision to uphold the denial is approved.

Councilmember Strain-Burk expressed that the applicant lost grandfathered status since the subject property has been vacant more than six months.

Councilmember Morris inquired from Assistant City Attorney if the definition of Spot Zoning was explained to the applicant.

Assistant City Attorney Gowans advised that she believes that the zoning was explained to the applicant and the process for the zoning to be changed.

Councilmember Morris expressed that she is saddened by the situation since the family has purchased the property and does not have a place to live. She stated that Spot Zoning is illegal and inquired if the applicant has all the answers needed from the City's perspective.

Mayor Knight clarified that item 4 is not a good example of Spot Zoning. He shared that if the subject property is rezoned then the area will be considered Spot Zoning which is not recommended by Planning and Zoning Commissions.

Mayor Knight stated to avoid Spot Zoning the motion will be to uphold Planning and Zoning's denial decision to the request.

Councilmember Morris inquired if the Planning and Zoning's decision is not upheld then the matter may be involved in a legal matter.

Mayor Knight requested advice from Assistant City Attorney that if the decision of the governing body is to change the zoning to item 4, it will subject the City to legal scrutiny for a decision that is contrary to what the general practices are.

Assistant City Attorney Gowans agreed with Mayor Knight. Also, she stated that the motion will be to approve item 4 then have five members to vote on the item.

**MOTION:** Councilmember Morris made a motion, seconded by Councilmember Strain-Burk to approve item 4. The vote was cast 0 for, 5 against [Mejia recused] [Mayor Pro Tem Daniels absent].

5. **Z15-05 (Amendment) Consider an amendment to the City of Lancaster Comprehensive Plan's Future Land Use Map and a rezoning request to amend PD Planned Development Ordinance # 2015-10-23 to amend landscaping requirements, lot configuration, building height, and points of access. The property contains approximately 59 acres on the NW corner of Daniieldale Road and North Houston School Road further described as Abstract Silas B. Runyon 1199, Lancaster, Dallas County, Texas.**

Councilmember Strain-Burk inquired if item 5 was the same item held at the Special Joint Meeting with Lancaster I.S.D.

City Manager Mauldin-Robertson confirmed.

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

6. **Consider a resolution of the City council of the City of Lancaster, Texas, approving a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and ATMOS Energy Corp., Mid-Tex Division regarding the company's 2016 rate review mechanism filings; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with a negotiated settlement.**

Councilmember Strain-Burk asked if the rate adjustments were being collaborated with other cities.

Assistant to the City Manager Kabona answered yes to Councilmember Strain-Burk's inquiry. He shared that a representative from ATMOS Energy Corp. was available to answer any questions, if needed.

Councilmember Mejia requested the percentage of the overall rate increase.

Assistant to the City Manager Kabona stated that the monthly bill impact for the typical residential customer will be an increase of \$1.26, or about 2.43%. The typical commercial customer will see an increase of \$3.81, or 1.43%.

Councilmember Strain-Burk asked if the rate increase is a standard negotiation settlement between the ATMOS Cities Steering Committee and ATMOS Energy Corp.

Assistant to the City Manager Kabona shared that the rate increase process is standard and will be in effective on or after June 1, 2016.

**MOTION:** Councilmember Morris made a motion, seconded by Councilmember Strain-Burk, to approve item 6. The vote was cast 6 for, 0 against [Mayor Pro Tem Daniels absent].

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

Mayor Knight stated that the history of councils' selection to be appointed as a liaison to the City Boards and Commissions is based on tenure. He shared that there are 12 boards and commissions and 5 council members that are able to participate and advised that there will be some overlapped.

City Council made their selection of board/commissions to serve as council liaison as follows:

Councilmember Morris	Parks & Rec and Recreational Development Corp.
Councilmember Mejia	Economic Development Corporation
Deputy Mayor Pro Tem Jaglowski	Animal Advisory Board
Councilmember Strain-Burk	Planning and Zoning Commission
Councilmember Hairston	Airport Advisory Board
Councilmember Morris	Property Standards & Appeals Board
Councilmember Mejia	Civil Service Commission
Deputy Mayor Pro Tem Jaglowski	Library Advisory Board
Councilmember Strain-Burk	Historic Landmark Preservation Committee
Councilmember Hairston	Museum Advisory Board
Councilmember Morris	Youth Advisory Commission
Deputy Mayor Pro Tem Jaglowski	Zoning Board of Adjustment

**8. Consider election of a Mayor Pro Tempore.**

Councilmember Morris nominated Councilmember Strain-Burk. A roll call vote was cast 6 for, 0 against for Councilmember Strain-Burk to serve as Mayor Pro Tempore.

**9. Consider election of a Deputy Mayor Pro Tempore.**

Councilmember Morris nominated Deputy Mayor Pro Tem Jaglowski. A roll call vote was cast 6 for, 0 against for Councilmember Jaglowski to serve as Deputy Mayor Pro Tempore.

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

The meeting was adjourned at 8:00 p.m.

**ATTEST:**

**APPROVED:**

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Sorangel O. Arenas, City Secretary

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Marcus E. Knight, Mayor

## MINUTES

### LANCASTER CITY COUNCIL MEETING OF MAY 17, 2016

The City Council of the City of Lancaster, Texas, met in a called work session in the Council Chambers of City Hall on May 17, 2016 at 7:00 p.m. with a quorum present to-wit:

**Call to Order:**

Mayor Knight called the meeting to order at 7:01 p.m. on May 17, 2016.

**Regular Items:**

1. Discuss and receive a presentation of the City of Lancaster Equipment Replacement Plan for Fiscal Year 2016.

A presentation was given by Jermaine Sapp, Equipment and Facilities Director.

2. Discuss participation in the Fiscal Year 2016 Community Development Block Grant (CDBG) Program and use of allocated funds.

A presentation was given by Jim Brewer, Public Works Director.

3. Receive a presentation regarding reimbursement of expenses incurred for the 4B–Cultural/Recreational Funds in an amount not to exceed \$6,200,000.

Mayor Knight pulled item 3.

4. Discuss City Council Strategic Goal “Update our Compensation Survey and provide data to the Council on where our pay is relative to the established policy.”

A presentation was given by Dori Lee, Director of Human Resources.

**Executive Session:**

5. City Council shall convene into closed executive session pursuant to Section 551.071 to seek legal advice from the city attorney concerning vacancy of City Councilmember, Home Rule Charter and State Law.

6. Reconvene into open session.

No action was taken. Mayor Knight read the following into the record:

I, Mayor of the City of Lancaster, am instructing the City Secretary to prepare the necessary resolution to call a special election to fill the vacancy in Councilmember Place 4 for August 6, 2016; candidate sign-up to begin on June 6, 2016, that the City Secretary contact Dallas County Elections to conduct such election; and, the resolution calling the Special Election establish the appropriate early voting schedule; that the resolution calling the Special Election be brought back for Council decision on June 13, 2016.

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

The meeting was adjourned at 8:00 p.m.

**ATTEST:**

**APPROVED:**

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Sorangel O. Arenas, City Secretary

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Marcus E. Knight, Mayor

## LANCASTER CITY COUNCIL

### City Council Regular Meeting

### Item 2.

**Meeting Date:** 06/13/2016

**Policy Statement:** This request supports the City Council 2015-2016 Policy Agenda

**Goal(s):** Financially Sound, City Government

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

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#### **Agenda Caption:**

Consider a resolution approving the terms and conditions of a Special Election Contract and Election Services Agreement with Dallas County Elections to conduct a Special Election for the election of one Councilmember for District 4 to fill an unexpired term to be held on Saturday, August 6, 2016.

Considere una resolución aprobando los términos y condiciones del Contrato y Servicios para la Elección Especial del Condado de Dallas Elecciones para llevar a cabo una elección especial para la elección de un Concejal por el Distrito 4 para llenar un término no vencido, que se celebrará el sábado, 6 de agosto 2016.

#### **Background:**

On August 6, 2016, the City will conduct a Special Election to elect a Councilmember for District 4 to fill an unexpired term ending May 2017.

#### **Operational Considerations:**

Dallas County Elections has the staff, equipment, and expertise to efficiently conduct elections.

#### **Legal Considerations:**

The election services agreement is attached. At this writing the finalized agreement is not available. The City Attorney has reviewed and approved the resolution as to form.

#### **Public Information Considerations:**

This item is being considered at a regular meeting of the Lancaster City Council noticed in accordance with the Texas Open Meetings Act.

#### **Options/Alternatives:**

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

#### **Recommendation:**

Staff recommends approval of the resolution as presented contracting with Dallas County Elections for election services.

**Financial Considerations:**

Dallas County Elections has indicated the estimated cost for this year's Special Election is \$17,423.74.

Estimated costs for the City's Special Election are calculated by Dallas County Elections based on various factors including polling locations. If a run-off election is required, the City will incur additional costs.

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**Attachments**

Resolution

Special Election Contract and Election Services Agreement (draft)

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**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A SPECIAL ELECTION CONTRACT AND ELECTION SERVICES AGREEMENT WITH DALLAS COUNTY ELECTIONS TO CONDUCT A SPECIAL ELECTION FOR THE ELECTION OF ONE COUNCILMEMBER FOR DISTRICT 4 TO FILL AN UNEXPIRED TERM TO BE HELD ON SATURDAY, AUGUST 6, 2016; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID CONTRACT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lancaster will hold a Special Election for the election of one Councilmember for District 4 to fill an unexpired term ending May 2017 to be held on Saturday, August 6, 2016; and

**WHEREAS**, it is the desire of the City of Lancaster to secure election services from Dallas County Elections;

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

**SECTION 1.** That the Dallas County Special Election Contract and Election Services 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 the Special Election Contract and Election Services Agreement with Dallas County Elections to conduct a Special Election.

**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 13th day of June, 2016.

**ATTEST:**

**APPROVED:**

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Sorangel O. Arenas, City Secretary

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Marcus E. Knight, Mayor

**APPROVED AS TO FORM:**

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Robert E. Hager, City Attorney

**SPECIAL ELECTION SERVICES CONTRACT (“Special Election Services Contract”)**

**SPECIAL ELECTION SERVICES AGREEMENT  
BETWEEN  
THE DALLAS COUNTY ELECTIONS ADMINISTRATOR  
AND**

**THE CITY OF LANCASTER**

**TO CONDUCT A SPECIAL ELECTION  
TO BE HELD SATURDAY, AUGUST 6, 2016  
TO BE ADMINISTERED BY THE DALLAS COUNTY ELECTIONS DEPARTMENT**

**1) STATUTORY AUTHORITY FOR AND PARTIES TO THIS SPECIAL ELECTION SERVICES CONTRACT**

- a) Antoinette “Toni” Pippins-Poole (“Toni Pippins-Poole”) is the duly appointed County Elections Administrator (“Elections Administrator”) of Dallas County, Texas (“County”) and the Department Head of the Dallas County Elections Department (“DCED”). As such, Toni Pippins-Poole is the County’s Voter Registrar and the Election Officer of Dallas County, Texas and is authorized by Subchapter D of Chapter 31 of Title 3 of the Texas Election Code to enter into this Special Election Services Contract with the contracting authority of the City listed in **“Attachment F”** of this Special Election Services Contract. DCED acts at the direction of the Elections Administrator.
- b) The contracting authority for **the City of Lancaster** (hereinafter the “City”) is listed in **“Attachment F”** of this Special Election Services Contract and is hereby participating in this Special Election to be held in Dallas County, Texas on **Saturday, August 6, 2016** under Chapter 271 of Title 16 of the Texas Election Code (“Special Election”); and is hereby contracting with the Elections Administrator of Dallas County, Texas to perform the election services set forth in this Special Election Services Contract under Subchapter D of Chapter 31 of Title 3 of the Texas Election Code. The City acknowledges that it is participating in this Special Election as the only entity and political subdivision. The terms and conditions of this Special Elections Services Contract also apply to any run-off election or re-count related to this Special Election, unless otherwise agreed in writing.
- c) The Elections Administrator will coordinate, supervise, and handle all aspects of administering this Special Election in accordance with the provisions of the Texas Election Code and as outlined in this Special Election Services Contract. The contracting authority of the City will pay the election costs of the Elections Administrator for the equipment, supplies, services, and administrative costs outlined in this Special Election Services Contract. The Elections Administrator will administer the election; however, The City will be responsible for the duties directly administered by the City.

**2) ATTACHMENTS** The following attachments are hereby incorporated into this Special Election Services Contract as if set forth herein in their entirety. The City acknowledges that the following attachments are subject to reasonable changes by the Dallas County Elections Administrator before, during, and after Election Day and any runoff election(s), if any runoff election(s) are required by law to be held.

- a) **“Attachment A”** is an itemized list of the estimated election expenses for this Special Election and the amounts that the City must deposit with the Dallas County Treasurer. It also includes the Deposit Detail for the City. The Elections Administrator will amend **“Attachment A”** to reflect the changing estimates of election expenses that are caused by changing circumstances and by the withdrawal of the City, if applicable, from this Special Election Services Contract.
- b) **“Attachment B”** is a list of the early voting polling places for this Special Election.

- c) **“Attachment C”** is a list of the Election Day polling places for this Special Election.
- d) **“Attachment D”** is a list of the people that the Dallas County Elections Administrator and or the City will appoint as deputy early voting clerks for this Special Election.
- e) **“Attachment E”** is a list of the presiding election judges and alternate election judges for Election Day for this Special Election.
- f) **“Attachment F”** states the City will be holding this Special Election in Dallas County election precincts or partial election precincts and the number of registered voters in each of those election precincts or partial election precincts. **“Attachment F”** will also contain the full name of the person serving as a point of contact, the physical address, the mailing address, a facsimile number, and an email address for the City. **“Attachment F”** may be amended if the City cancels this Special Election. **“Attachment F”** will be amended to reflect the number of registered voters in each election precinct and partial election precinct as of the statutory deadline (**Thursday, July 7, 2016**) for voters to submit applications to register to vote or changes of address in this Special Election. In this Special Election Services Contract, the phrase “election precinct” is synonymous with the phrase “voting precinct.”
- g) **“Attachment G”** contains a statement of the City’s Ballot Details.
- h) **“Attachment H”** contains a poll worker training schedule (if applicable).
- i) Within five (5) business days after any of the foregoing attachments are amended by the Elections Administrator, the Elections Administrator will send the City an amended version of the amended attachment by email to the email address provided by the City in **“Attachment F.”**

### 3) **LEGAL DOCUMENTS**

- a) The City will prepare, adopt, and publish all legally required election orders, resolutions, notices, and other documents that are required by, or of, its governing body. The City must send the Elections Administrator a copy of any election order, resolution, or notice related to this Special Election within three (3) business days of publishing, adopting, or ordering it. Such documents can be sent to the attention of: Robert Heard, Assistant Elections Administrator, 2377 North Stemmons Freeway, Suite 820, Dallas, Texas 75207; or, emailed to Robert.Heard@DallasCounty.org. Alternatively, send to Dan Bradley at email Daniel.Bradley@DallasCounty.Org.
- b) The City is responsible for having its own election orders, resolutions, notices, or official ballot wording translated into the Spanish language.

#### 4) VOTING SYSTEMS

- a) The City agrees that, during this Special Election, voters will cast their ballots on three different kinds of voting systems, each of which has been approved by the Texas Secretary of State in accordance with the Texas Election Code and the Texas Administrative Code: Direct Recording Electronic voting machines ("DRE"); an optical scanner voting system ("optical scan"); and a voting system accessible to voters with physical disabilities ("ADA Terminals"). On **Friday, July 15, 2016**, at the Dallas County Elections Department at 2377 N. Stemmons Frwy, Suite 820, Dallas, Texas, the Elections Administrator will test the DRE voting system and the automatic tabulating equipment used for counting ballots at the central counting station. On **Friday, July 25, 2016 at 10:00 A.M.** at the Dallas County Election Equipment Warehouse at 1506 East Langdon Road, Hutchins, Texas, the Elections Administrator will begin testing the optical scan voting system. At least 48 hours before the date and hour of each test, the Elections Administrator will publish a newspaper notice with the date, hour, and place of the testing. The Elections Administrator will establish regional collection sites within the county and a central counting station to receive and tabulate the regular ballots that are cast in this Special Election and receive the provisional ballots.
- b) The Elections Administrator will provide DREs, precinct ballot counters, and voting booths for this Special Election. Each polling place will have at least one voting terminal that complies with the Americans with Disabilities Act ("ADA"). During the early voting period, each early voting polling place will have master Personal Electronic Ballot ("PEB") devices and iVotronic DRE machines. For Election Day, the Elections Administrator will allocate voting booths to all of the polling places in amounts reasonably anticipated to be sufficient for the anticipated turnout of voters. Each Election Day polling place will have at least one precinct ballot counter and one (1) ADA iVotronic machine.
- c) The itemized list of the estimated election expenses for this Special Election is in "**Attachment A**," which includes, but may not be limited to: the number of voting booths, precinct ballot counters, precinct tabulators, iVotronics voting machines, Americans with Disability Act ("ADA") Voting Terminals, Gemini voting booths, Personal Electronic Ballots, and Master Personal Electronic Ballots. The City agrees that ADA Terminals will be used during this Special Election under the Help America Vote Act of 2002 ("HAVA") and that the ADA Terminals will be part of this Special Election Services Contract.

#### 5) POLLING PLACES

- a) The Elections Administrator will select and arrange for the use of and payment for all of the early voting polling places listed in "**Attachment B**" and the Election Day polling places listed in "**Attachment C**" subject to the approval of the City. Polling locations identified in Attachments "**B**" and "**C**" cannot be changed by the City, but the Elections Administrator may consider changes requested by the City.

- b) Whenever possible, previously used polling places that voters are accustomed to using will be used for the election precincts and partial election precincts in this Special Election; however, The City acknowledges that sometimes previously used polling places are not available or appropriate for every election. Accessibility under the Americans with Disabilities Act is an important consideration for all polling places in this Special Election.
  - c) For polling places that have changed since the most recent election ordered by The City, the Elections Administrator will mail registered voters affected by the changes notice of their new polling place location.
- 6) **PRESIDING ELECTION JUDGES, ALTERNATE PRESIDING ELECTION JUDGES, ELECTION CLERKS, AND OTHER ELECTION DAY PERSONNEL**
- a) The Elections Administrator will be responsible for the appointment of the presiding election judges and alternate election judges listed in “**Attachment E**” for each polling place listed in “**Attachment C**” subject to the approval of the City.
  - b) **This sub-paragraph intentionally left blank.**
  - c) If a person appointed as a presiding election judge or alternate election judge becomes ineligible to serve as such in this Special Election, then the Election Administrator will appoint a replacement presiding election judge or alternate election judge, amend “**Attachment E**” accordingly, and send the City the amended “**Attachment E**” by email within five (5) business days.
  - d) If a person is unable or unwilling to serve as a presiding election judge or an alternate election judge, then the Elections Administrator will name a replacement presiding election judge or send the City the amended “**Attachment E**” by email within five (5) business days.
  - e) The Elections Administrator will not provide public county training programs for the presiding election judges, alternate election judges, and election clerks for this Special Election. If the City desires the Elections Administrator to provide training, the City shall notify the Elections Administrator in writing as soon as practicable and pay for all costs associated with the training. If this occurs, the Elections Administrator will provide the City with an amended “**Attachment H**”. If the City desires training to be provided, the presiding election judges are responsible for notifying the alternate presiding judge and the election clerks for the presiding election judge’s polling place of the time and place of each training session; and for ultimately ensuring that their election workers have received appropriate and required training.
  - f) To serve in this Special Election, each presiding election judge and alternate election judge must have attended an election judge training session, a mandatory Voter ID law training session, and optical scan training session taught by the Elections Administrator for this Special Election within the last 12 months. New judges and election clerks that have not attended a mandatory Voter ID Law training session taught by the Elections Administrator for this Special Election may not serve in this Special Election.

- g) If applicable, the Elections Administrator will notify the City by email and post on the DCED's website the dates, times, and locations of training classes and labs for both Early Voting and Election Day Workers.
- h) To comply with the Federal Voting Rights Act of 1965, as amended, precincts containing more than 5% Hispanic population, according to the 2010 census statistics, are required to have interpreter assistance. If a presiding election judge of such a precinct is not bilingual and is unable to hire a bilingual election clerk, the Elections Administrator may recommend an individual to provide interpreter assistance. If the Elections Administrator is unable to recommend an individual to provide interpreter assistance for such a precinct, the Elections Administrator will notify the City and request assistance in identifying an interpreter. In the event that a bilingual election clerk is hired by the Elections Administrator for a precinct required to have interpreter assistance, the bilingual clerk will be paid according to a rate set by the Elections Administrator. The Elections Administrator will charge that expense to the funds deposited with the Dallas County Treasurer for the conduct of the elections listed in this Special Election Services Contract. The City may pay more money to a bilingual clerk than the rate set by the Elections Administrator, however that expense will be borne by the City individually and that extra expense will not be charged to the funds deposited with the Dallas County Treasurer for the conduct of the elections listed in this Special Election Services Contract.
- i) The Elections Administrator will notify all of the presiding election judges and alternate election judges about the eligibility requirements of Subchapter C of Chapter 32 of Title 3 of the Texas Election Code and Section 271.005 of the Texas Election Code. The Elections Administrator will take the necessary steps to insure that all of the presiding election judges and alternate election judges appointed to serve during this Special Election are eligible to serve and qualified to serve in this Special Election. Under Section 32.031 of the Texas Election Code, the presiding election judge for each election precinct shall appoint the election clerks to assist the presiding election judge in the conduct of the election at the polling place served by the presiding election judge on Election Day.
- j) The presiding election judges are responsible for picking up election supplies at the time and place determined by the Elections Administrator, which will be set forth in the letter to the presiding election judges requesting service for this election. Payments for the presiding election judge will be specified in "**Attachment A.**"
- k) If the City elects to pay their election workers for attending a training class or lab it must bear that expense separately from the funds deposited into this Special Election account.
- l) The Elections Administrator will employ and schedule other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies and equipment assistance during the period of Early Voting and on Election Day, and for the efficient tabulation of ballots at the central counting station and regional sites. Part-time

personnel will be paid an amount specified in “Attachment A.”

**7) SUPPLIES AND PRINTING**

- a) The Elections Administrator will obtain and distribute all of the election supplies and election printing necessary for this Special Election, including, but not limited to, all forms, signs, and other materials used by the presiding election judges and clerks at the polling places.
- b) The Elections Administrator will provide maps, if necessary, instructions, and other information that the presiding election judges need to conduct this Special Election.
- c) The City must deliver a list to the Elections Administrator of candidates and propositions for their election. The list must be in English and Spanish. The list must include the ballot positions for the candidates and the propositions. The list must include the correct spelling of each candidate’s name and the precise wording of all of the propositions. The Elections Administrator will email the City a Microsoft Word format form for their use to create the required list. As soon as possible after the City has determined its ballot positions for the candidates and propositions in its election, the City must email the completed Microsoft Word format form to the Elections Administrator. The Elections Administrator will use these electronic forms received from The City to create the ballot style(s) for this Special Election. The Elections Administrator will deliver the proposed ballots to the City for approval. The City will be responsible for proofreading the proposed ballots and notifying the Elections Administrator of any corrections that are required for their particular ballots. The Elections Administrator is responsible for implementing the corrections made by the City to its ballots and then producing the ballots for this Special Election.

**8) OPTICAL SCAN CARD BALLOTS**

- a) The Elections Administrator will allocate ballots for this Special Election by determining the approximate voter turnout for comparable elections in each election precinct or partial election precinct and then adding 35% to that number for each election precinct or partial election precinct. However, the minimum ballot allocation for each election precinct or partial election precinct will range from 25-40% of the registered voters in each election precinct or partial election precinct depending on election type and authorized by the political subdivision (25-50% is recommended for local liquor elections).
- b) Additional ballots will be available for Early Voting by Mail and for use on Election Day to respond to any polling place that requests additional ballots and printed on an a needed basis. Cost per ballot will be forty-five cents (.45¢).

**9) RETURNS OF ELECTIONS**

- a) The Elections Administrator will establish and operate a central counting station to receive and tabulate ballots cast in this Special Election under Chapter 127 of Title 8 of the Texas Election Code.
- b) The City hereby, in accordance with Sections 127.002, 127.003 and 127.005 of the Texas



Election Code, appoints the following central counting station officials:

Central Count Station Manager: **Toni Pippins-Poole**, Dallas County Elections Administrator

Tabulation Supervisor: **Daniel Bradley**, Central Count Station Manager

Assistant Tabulation Supervisor: **Danielle Grant**, Central Count Station Lead Clerk

Presiding Judge: **City of Lancaster Representative**

Alternate Presiding Judge: **City of Lancaster Representative**

- c) The Central Count Station Manager or her representative will deliver timely, cumulative reports of the election results as election precincts are tabulated. The Central Count Station Manager will be responsible for releasing cumulative totals and election precinct returns from the election to the City, candidates, press, and the general public by the distribution of hard copies or electronic transmittals (where accessible). The Elections Administrator will operate an election result center to release election results in the Health and Human Services Building, 2377 N. Stemmons Frwy., Suite 820, Dallas, Texas.
- d) The Elections Administrator will link the City's website to DCED's website. If the City wants such website linkage, it should deliver its website address to the Tabulation Supervisor at DCED.
- e) The Elections Administrator will prepare the unofficial canvass report after all precincts have been counted, and will email a copy of the unofficial canvass to the City as soon as possible after all returns, provisional ballots, and late overseas ballots have been tabulated, but in no event no later than **August 17, 2016**. The City will be responsible for the official canvass of their respective elections.
- f) The Elections Administrator will be responsible for conducting any post-election manual recount, unless the Texas Secretary of State grants a waiver under Section 127.201 of the Texas Election Code. If no such waiver is given, the Elections Administrator will provide notice and copies of the recount to the City and the Secretary of State's Office. The City must notify the Elections Administrator if such a waiver has been granted or denied as soon as possible, but no later than five (5) calendar days before Election Day.

#### 10) ELECTION EXPENSES

- a) The City agrees to pay the costs of administering this Special Election as specified in "**Attachment A.**" The Election Administrator will charge a general supervisory fee not to exceed ten (10%) percent of the total cost of this Special Election as authorized by Section 31.100 of the Texas Election Code. In no event will the ten (10%) percent general supervisory fee be refunded to the City.

- b) One hundred percent of the cost for this Special Election will be allocated to and paid by the City, and will be according to a formula based on the average cost per polling place and the allocation of election day tabulators (hereinafter "M100's") in that polling place ("Unit Cost"). The Unit Cost will be determined by dividing the total of the itemized list of estimated election expenses by the total number of polling places. A "Polling Place" will be identified by and defined based on the presence and number of M100's and/or Election Supply Carts ("ESC"). If The City requests a different combination of precincts in polling places that exceeds the Unit Cost will be billed directly for any excess expenditures (e.g. supplies, equipment, personnel, etc.). The cost of any special request from The City will be borne by the City. The City agrees that it will be billed no less than the minimum of one full Unit Cost as specified in "**Attachment A.**"
- c) The expenses for early voting by mail and personal appearance will be paid by the City as set forth in "**Attachment A.**"
- d) The Elections Administrator will determine the final election expenses within one hundred and eighty (180) business days after the final canvass of this Special Election or the runoff election, if any. The Elections Administrator will provide the City with a final, written accounting of all money that was deposited into, and payments that were made from, the Special Election account(s) maintained by the Dallas County Treasurer for this Special Election and the runoff election, if any.
- e) If the Elections Administrator requires additional money to perform its obligations under this Special Election Services Contract, then the Elections Administrator will bill the City using the same method used to determine the City's required deposit in "**Attachment A**" of this Special Election Services Contract ("Final Bill"). The City shall pay the Final Bill within thirty (30) days of receipt except for any amount the City files a timely good faith dispute under Section 16 of this Special Election Services Contract. After all of the expenses of this Special Election are paid and disputes, if any, resolved, any monies that remain in the account maintained by the Dallas County Treasurer for this Special Election Services Contract will be refunded to the City (the "Refund") as soon as practicable.

#### 11) DEPOSIT OF FUNDS

- a) **Attachment A:** Cost Audit details the cost and expenses anticipated for this Special Election; the City will initially receive an estimate cost audit. The final cost audit will be distributed after all cost and expenses for this Special Election can be finalized. The City hereby agrees to deposit with the Dallas County Treasurer's Office the full balance of money listed in "**Attachment A: Deposit of Funds Detail**" of this Special Election Services Contract by **Thursday, June 30, 2016**. The Dallas County Treasurer's Office will place the money deposited by the City in a Special Election account.
- b) The deposit of funds by the City is an express condition precedent to the participation of the City in this Special Election Services Contract. The City may seek an extension from the Elections Administrator as to the due date for the deposit of funds. Such an extension must be sought in writing and prior to due date for such deposit by the City.

Any decision(s) made by the Elections Administrator will be provided in writing to the City. The Elections Administrator, however, shall not be required to grant an extension for the deposit of funds by the City. If the City fails to deposit the total amounts specified in "**Attachment A**" by the dates specified in this Special Election Services Contract or any extension granted by the Elections Administrator, the Elections Administrator will be relieved from the responsibility to perform under this Special Election Services Contract for the City.

- c) The Elections Administrator will only draw money from this Special Election account to pay for election expenses that are included in "**Attachment A**" to this Special Election Services Contract and for other expenses that the City agrees to in writing.
- d) If the City cancels this Special Election by **Tuesday, July 5, 2016**, then the Elections Administrator will refund (as soon as practicable) the City's deposit, less any money already expended before the withdrawal and less the general supervisory fee authorized by Section 31.100 of the Texas Election Code. In the event of a partial withdrawal from this Special Election, deposits will not be refunded to the City.
- e) The Elections Administrator will not make partial refunds to the City if any candidate(s) or propositions will not appear on the ballot for The City.
- f) Deposits should be made out to Dallas County Elections Department and delivered within the mandatory time frame to:

**Pauline Medrano  
Dallas County Treasurer  
303 Records Building  
509 Main Street  
Dallas, Texas 75202**

In the "memo" section of check place Election Escrow Account: **(TBD)**

## 12) RECORDS OF THE ELECTION

- a) The Elections Administrator is hereby appointed the general custodian of the voted ballots and all election records of this Special Election to the extent authorized by Sections 31.094, 31.095, 31.096, and 31.097 of the Texas Election Code.
- b) Access to the election records will be available to the City as well as to the public in accordance with the Texas Public Information Act, Chapter 552, Government Code, at the Elections Department, 2377 N. Stemmons Frwy, Suite 820, Dallas, Texas, at any time during normal business hours. The Elections Administrator will ensure that the records are maintained in an orderly manner, so that records are clearly identifiable and retrievable per records storage container. However, access to election records that contain confidential information that must be redacted pursuant to federal or state law may be provided at the offices of the Civil Division of the Criminal District Attorney's Office of Dallas County, Texas at 411 Elm Street, 5<sup>th</sup> Floor, Dallas, Texas.
- c) Pursuant to Section 66.058 of the Texas Election Code, the Elections Administrator will retain the election records at the Elections Administrator's main offices for sixty (60)

days after the date of this Special Election. Sixty (60) days after the date of this Special Election, the Elections Administrator will arrange for transport of this Special Election records to Dallas County Record Storage. This Special Election's records will then become the responsibility of Dallas County Record Storage for the remainder of the six (6) month preservation period. Dallas County Record Storage will be responsible for the destruction of the Special Election records after the preservation period. The Elections Administrator will provide the City a letter of destruction.

- d) The City must notify the Elections Administrator in writing within three (3) business days after any official or employee of the City becomes aware of any election contest in connection with this Special Election. The election records must be preserved until any election contest is completed and a judgment, if any, becomes final. See Section 1.013 of the Texas Election Code.

### 13) **EARLY VOTING**

- a) Under Sections 31.094 and 271.006 of the Texas Election Code, The City hereby appoints the Elections Administrator to be the early voting clerk for this Special Election. The deputy early voting clerks that will be appointed by the Elections Administrator are listed in "**Attachment D.**"
- b) **This sub-paragraph intentionally left blank.**
- c) Any qualified voter for this Special Election may vote early by personal appearance at the main early voting polling place or at one of the early voting branch polling places listed in Attachment B. Early voting will be conducted on: Wednesday, July 20, 2016 to Friday, July 22, 2016, from 8:00 a.m. – 5:00 p.m.; Monday, July 25, 2016 through Friday, July 29, 2016, from 8:00 a.m. - 5:00 p.m.; Saturday, July 30, 2016, from 8:00 a.m. - 5:00 p.m.; Sunday, July 31, 2016, from 1:00 p.m. - 6:00 p.m.; Monday, August 1, 2016 through Tuesday, August 2, 2016, from 7:00 a.m. - 7:00 p.m. All requests for early voting ballots by mail that are received by the City must be transported by runner on the day of receipt to the Dallas County Elections Department, 8th Floor, Health and Human Service Building, 2377 N. Stemmons Frwy., Dallas, Texas 75207 for processing. Persons voting by mail must send their voted ballots to the Dallas County Elections Department.
- d) All early voting ballots will be prepared for counting by an Early Voting Ballot Board appointed under Subchapter A of Chapter 87 of the Texas Election Code. The City will appoint one member to the Early Voting Ballot Board and will prepare a list notifying DCED of the appointee's name, telephone number, mailing address, and email address, if any, no later than **Friday, July 15, 2016**. The City agrees to appoint **TBD** as the presiding judge of the early voting ballot board. A list of Early Voting Ballot Board members will be furnished to the City no later than **Tuesday, July 19, 2016**.
- e) A signature verification committee will be appointed in accordance with Section 87.027 of the Texas Election Code. A list of the members of the signature verification committee will be furnished to the City.

### 14) **CRIMINAL BACKGROUND CHECKS**

The Elections Administrator, her agent or assignee will conduct a criminal background check (in accordance with statutory requirements) of any person who is expected to or scheduled to serve or work in this Special Election. Any person that does not satisfactorily pass the criminal background check will be ineligible to serve or work in this Special Election. Failure to obtain a criminal background check does not release the City's obligation to pay for service rendered in good faith.

#### **15) ELECTION REPORTS**

During the early voting period for this Special Election, the Elections Administrator will deliver daily reports to the City of the Early Voting Location Turnout Totals and Early Voting Roster. The day after the early voting period ends, the Elections Administrator will deliver to the City, a Daily Early Voting Roster by precinct report that includes the entire Early Voting period. Pursuant to the Texas Election Code §87.121, the Elections Administrator will deliver these election reports by website posting, e-mail, or facsimile.

#### **16) AUDITING AND PROHIBITION ON WITHHOLDING OF DEPOSITS**

- a) The Dallas County Auditor will conduct a review of the deposits and expenditures related to this Special Election Services Contract before the Final Bill or Refund is submitted to the City. Refunds will be submitted as soon as practicable.
- b) The City may request a financial audit of the Final Bill or Refund or dispute the Final Bill or Refund under this Section, if: 1) the Final Bill exceeds ten percent (10%) of the amount of The City's initial deposit as required in "**Attachment A**" to this Special Election Services Contract; or 2) the accounting accompanying the Refund is ten percent (10%) less than the amount the City determines, should be refunded, after its good faith review. The request for a financial audit or dispute must be done in accordance with Section 16 (d) below.
- c) Should the events in Section 16 (b) occur, in lieu of an audit or dispute, the City may make a request that the Elections Administrator ask the Dallas County Auditor to review the cost allocation methodology for the City's Final Bill or Refund ("Review Request"). The City must submit a Review Request to the Elections Administrator within five (5) business days of receipt of the Final Bill or the Refund, whichever is later. The Review Request must set forth, in detail, the basis for any challenge to the Final Bill or Refund. Corrections to the City's Final Bill or the Refund, based on a Review Request, will be determined at the sole discretion of the Elections Administrator. A Review Request does not extend the timeframe in Section 16(d).
- d) Should the circumstances giving rise to an audit or dispute in Section 16 (b) occur, the City may send a formal written notice of dispute of the Final Bill or Refund ("Dispute Notice") to the Elections Administrator. This Dispute Notice must be received by the Elections Administrator no later than thirty (30) calendar days from the date the City receives the Final Bill or Refund. This Dispute Notice must provide: 1) an itemization of the disputed charge(s) by the City; 2) the basis for the dispute; 3) the methodology showing how the City arrived at the amount disputed; and 4) documentation in support

thereof. The City will have no right to withhold any undisputed amounts set forth in this Special Election Services Contract or reflected in the Final Bill. Payment of undisputed amounts in the Final Bill must be made by the City as set forth in Section 10 (e) of this Special Election Services Contract.

- e) Failure of the City to submit a timely Dispute Notice, as set forth in Section 16(d), shall waive any and all disputes, claims, or challenges to the Final Bill or Refund by the City. The entire amount of the City's Final Bill shall be due immediately; or, any estimated refund amounts will become final.
- f) If the City files a timely Dispute Notice in compliance with Section 16(d), The City will have the right to conduct a good faith financial audit ("Financial Audit") for the deposits and expenditures related to this Special Elections Services Contract. In conducting the Financial Audit, the City will have no greater right to demand access to or copies of the County's governmental or election records than those rights specified in the Texas Election Code and the Texas Public Information Act. The cost of any Financial Audit conducted by the City shall be borne by the City and may not be paid for with funds deposited with the Dallas County Treasurer under this Special Election Services Contract. Further, the City in conducting the Financial Audit shall pay the Elections Administrator the reasonable costs for time expended and copies provided in order to perform the Financial Audit. If the Financial Audit identifies overcharges by the Elections Administrator of more than ten percent (10%) of the initial deposit amount required by "**Attachment A**", the Elections Administrator will review and assess the findings of the Financial Audit and will negotiate, in good faith, to resolve any disputes for overcharges with the City. The Elections Administrator shall not be bound by the findings or recommendations of the City's Financial Audit. The financial records will be retained at the County Election Administrator's office until the conclusion of the Financial Audit and resolution of all outstanding audit disputes.
- g) In the event the representatives of the City and the Elections Administrator cannot agree on the amount of the disputed Final Bill as set forth in this Section, then the Parties may agree to submit to non-binding mediation. If mediation is acceptable to both parties to resolve a dispute concerning the disputed Final Bill, the parties will agree to use a mutually agreed-upon mediator. Unless the parties come to a written agreement at mediation, the mediation will not constitute a final and binding resolution of the dispute.
- h) The City acknowledges that the practical effect of the City withholding undisputed funds that are required under this Special Election Services Contract would result in breach of this Special Elections Services Contract.

## 17) NOTICE

Any addendum to, change/modification of, clarification of, and/or withdrawal from this contract requires written notice provided on Dallas County Form, "Elections Services

Contract Change Forms". Contract changes are due by **Tuesday, June 30, 2016**. Whenever this Special Election Services Contract requires any consent, approval notice, request or demand, it must be in writing to be effective and must be delivered to the party intended to receive it as shown below:

**Address for notice to the Elections Administrator:**

Toni Pippins-Poole  
Dallas County Elections Administrator  
Elections Department – 8<sup>th</sup> Floor  
Health and Human Service Building – 2377 N. Stemmons Frwy, Suite 820  
Dallas, Texas 75207  
(214) 819-6300 telephone  
(214) 819-6301 facsimile

**18) LIABILITY FOR NEGLIGENCE**

**ALL PARTIES TO THIS SPECIAL ELECTION SERVICES CONTRACT AGREE TO BE RESPONSIBLE, IN ACCORDANCE WITH APPLICABLE STATE OR FEDERAL LAW, EACH FOR THEIR OWN NEGLIGENT ACTS OR OMISSIONS, OR OTHER TORTIOUS CONDUCT IN THE COURSE OF PERFORMANCE OF THIS SPECIAL ELECTION SERVICES CONTRACT WITHOUT WAIVING ANY SOVEREIGN IMMUNITY, GOVERNMENTAL IMMUNITY, STATUTORY IMMUNITY, OR OTHER DEFENSES AVAILABLE TO THE PARTIES UNDER FEDERAL OR STATE LAW. NOTHING IN THIS PARAGRAPH SHALL BE CONSTRUED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, IN OR TO ANY THIRD PERSONS OR ENTITIES. ALL PARTIES AGREE THAT ANY SUCH LIABILITY OR DAMAGES OCCURRING DURING THE PERFORMANCE OF THIS SPECIAL ELECTION SERVICES CONTRACT CAUSED BY THE JOINT OR COMPARATIVE NEGLIGENCE OF THE PARTIES, OR THEIR EMPLOYEES, AGENTS OR OFFICERS WILL BE DETERMINED IN ACCORDANCE WITH COMPARATIVE RESPONSIBILITY LAWS OF TEXAS, BUT ONLY TO THE EXTENT SUCH LAWS ARE APPLICABLE TO THE PARTY.**

**TO THE EXTENT PERMITTED BY LAW, IF LEGAL ACTION IS FILED AGAINST EITHER PARTY TO THIS SPECIAL ELECTION SERVICES CONTRACT, EACH PARTY SHALL BE SOLELY RESPONSIBLE FOR THEIR OWN RESPECTIVE COSTS AND DEFENSE OF THAT SUIT.**

**19) CHOICE OF LAW**

**This Special Election Services Contract will be governed and interpreted by the laws of the State of Texas.**

**20) VENUE AND JURISDICTION**

**The courts of the State of Texas and the United States of America that are physically located in Dallas County, Texas are the exclusive jurisdiction and venue for any lawsuit, cause of action, temporary restraining order, temporary injunction, injunction, petition for extraordinary relief, mandamus, or any other legal proceeding or claim arising out of the performance of this Special Election Services Contract.**

## **21) SEVERABILITY**

If any term of this Special Election Services Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the terms of this Special Election Services Contract will remain in full force and effect and will in no way be affected, impaired, or invalidated.

## **22) ENTIRE CONTRACT**

This Special Election Services Contract, including any exhibits or attachments, contains the entire agreement between the Elections Administrator and the City concerning the duties required by this Special Election Services Contract. The Elections Administrator of Dallas County, Texas and the City hereby expressly warrant and represent that they are not relying on any promises or agreements that are not contained in this Special Election Services Contract concerning any of the terms in this Special Election Services Contract. Except otherwise specified in this Special Election Services Contract, no modification, amendment, novation, renewal, or other alteration of this Special Election Services Contract shall be effective unless mutually agreed upon in writing and executed by the parties hereto.

## **23) GENDER AND HEADINGS**

In this Special Election Services Contract, words in the singular number include the plural, and those in the plural include the singular. Words of any gender also refer to any other gender. Headings in this Special Election Services Contract are terms of inclusion, not exclusion.

## **24) CONTRA PROFERENTEM**

The legal doctrine of contra proferentem will not apply to this Special Election Services Contract. Consequently, any ambiguity that may exist in this Special Election Services Contract will not be construed against the Party who drafted this Special Election Services Contract.

## **25) ORDER OF PRECEDENCE**

Any inconsistencies in this Special Election Services Contract will be resolved by reviewing and considering this Special Election Services Contract and Attachments A through H to this Special Election Services Contract together in context with each other.

## **26) SIGNATORY WARRANTY**



The Elections Administrator of Dallas County, Texas and all of the contracting authorities of all of the City listed in "Attachment F" of this Special Election Services Contract represent that each has the full right, power and authority to enter into and perform this Special Election Services Contract in accordance with all of its terms and conditions, and that the execution and delivery of this Special Election Services Contract has been made by authorized representatives of the City to validly and legally bind the City to all terms, performances, and provisions set forth in this Special Election Services Contract.

**27) COUNTERPARTS**

This Special Election Services Contract may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

Main body of Special Election Services  
Contract, excluding attachments,  
Approved as to Form\*

DALLAS COUNTY

Susan Hawk  
District Attorney

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TONI PIPPINS-POOLE  
COUNTY ELECTIONS ADMINISTRATOR  
DALLAS COUNTY, TEXAS

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RANDALL MILLER  
ASSISTANT DISTRICT ATTORNEY  
CIVIL DIVISION

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Date

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

EXECUTED this the \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, signing by and through its City Council, duly authorized to execute same by Resolution # \_\_\_\_\_, adopted by the City Council on \_\_\_\_ day of \_\_\_\_\_, 2016.

APPROVED:

ATTEST:

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Marcus E. Knight, Mayor

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Sorangel O. Arenas, City Secretary

APPROVED AS TO FORM:

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Robert E. Hager, City Attorney

**Poll Location Info**  
August 6, 2016  
CITY OF LANCASTER SPECIAL ELECTION  
ESTIMATED COST  
ATTACHMENT A

<b>Location Splits</b>	<b>Total</b>	<b>COL</b>
Split by 1	0.00	0
Split by 2	0.00	0
Split by 3	0.00	0
Split by 4	0.00	0
Split by 5	0.00	0
Split by 6	0.00	0
Split by 7	0.00	
Total Splits	0.00	0
<b>Total Units</b>	1.00	1.00
<b>Cost per Poll</b>	\$45,008.87	\$45,008.87
<b>Total Cost</b>	\$45,008.87	\$45,008.87
<b>% of Units</b>	100%	100.00%

			<b>Total</b>	<b>COL</b>
Election Total			\$45,008.87	\$45,008.87
Exceptional Cost	(to be determined)		\$0.00	
Election Services Fee			\$4,500.89	\$4,500.89
Total Cost			\$49,509.76	\$49,509.76
Amount of Deposit			\$0.00	\$0.00
(Overpaid)/Underpaid			\$49,509.76	\$49,509.76

Exp Code	Early Voting	Units	Cost Per Unit	Estimated	COL
<b>LEGAL NOTICE</b>					
2013	Legal Notices with the Dallas Morning News	Newspaper listing of Polling Locations		\$500.00	\$500.00
<b>POSTAGE</b>					
2170	Rejected / Incomplete mail		\$1.89	\$0.00	\$0.00
2170	Postage for Mailed Ballots	0	\$1.40	\$0.00	\$0.00
2170	Postage for Returned Mailed Ballots	0	\$1.19	\$0.00	\$0.00
2180	EV Printed Mailed Ballots	0	\$0.45	\$0.00	\$0.00
2180	Mail ballot kit	0	\$2.00	\$0.00	\$0.00
2180	Polling location Change	Early Voting Location Change		\$0.00	\$0.00
<b>EQUIPMENT RENTAL</b>					
7030	Furniture Rental	various EV locations		\$0.00	\$0.00
7040	Voting Booths (5p/loc.)	1	\$35.00	\$35.00	\$35.00
7040	Touch Screen/iVotronics	4	\$250.00	\$1,000.00	\$1,000.00
7040	ADA Voter Terminals	1	\$300.00	\$300.00	\$300.00
7040	Communication Pack of 3	1	\$50.00	\$50.00	\$50.00
7040	Computer Rental (County)	2	\$400.00	\$800.00	\$800.00
7040	Provisional Ballot Bags	1	\$5.00	\$5.00	\$5.00
7050	Van Rental\Car Rental	vehicles tech and route usage and Trucks for Delivery of Equipment (included in Joint)		\$0.00	\$0.00
7213	Cellular Phones	Tech phones/ Air Cards		\$0.00	\$0.00
<b>RENTAL BUILDINGS</b>					
7010	Custodial Charges	Various Locations		\$0.00	\$0.00
<b>PERSONNEL</b>					
1050	Central Count	people @days@var hrs@various pay rates		\$20.00	\$20.00
1050	Election Clerks OT	2 people @ 14.38 p/h @ 26 hrs		\$750.00	\$750.00
1050	Election Judges OT	1 person @ 18.63 p/h @ 26 hrs		\$490.00	\$490.00
1050	Election PT - OT	2 people @ various pay rates		\$100.00	\$100.00
1050	Elections Overtime	people @days @ var rates @ various hrs.		\$500.00	\$500.00
1050	EV Mail Clerks	1 person @ 9 days @ \$12.06 for aprox. 2 hrs per day		\$230.00	\$230.00
1050	EV Mail Supervisor	person@various hrs@ p/h		\$0.00	\$0.00
1050	EV Techs OT	People @ var hrs @ p/h		\$0.00	\$0.00
1050	Security-Branch Locations	people @ various hrs. @ p/h		\$0.00	\$0.00
1050	Warehouse Overtime	people @ various hrs. @ various rates		\$700.00	\$700.00
1050	Warehouse Tech Support	people @ various hrs.		\$0.00	\$0.00
1060	Canvass Committee	people @ various pay rates	BB	\$500.00	\$500.00
1060	Clerks (2)	2 people @ 9.59 p/h @ aprox. 94 hrs		\$1,800.00	\$1,800.00
1060	Election Department Part Timers	people @ various pay rates		\$0.00	\$0.00
1060	Judges	1 Judge @ 12.42 @ 94 hrs		\$1,200.00	\$1,200.00
1060	Mail Workers / PA Workers	1 Person @ days@ various Rates	Includes regular time	\$1,150.00	\$1,150.00
1060	Supervisor / Ballot Board	people @ days@ hrs@various pay rates		\$290.00	\$290.00
1060	Branch Runners	1 locations @ 1 day @ \$25.00		\$0.00	\$0.00

1060	Branch Technicians	people @ various pay rates		\$0.00	\$0.00
1111	Social Security Chargeback	6.2%		\$140.00	\$140.00
1112	Medicare	1.45%		\$100.00	\$100.00
1113	PARS	1.3%		\$60.00	\$60.00
1150	Retirement Charge Back	11.5%		\$250.00	\$250.00
<b>SUPPLY EXPENSE</b>					
2180	Personal Appearance Labels (2 per voter)	200	\$0.04	\$8.00	\$8.00
2180	Judge Kits	2	\$55.00	\$110.00	\$110.00
2180	Balotar Absentee Mail Ballots 14" One sided	100	\$0.45	\$45.00	\$45.00
2180	Provisional Ballots (Early Voting In Person) (20ea x 1bs x 1loc.)	20	\$0.09	\$1.80	\$1.80
2180	Central Count Printing Expense			\$0.00	\$0.00
2180	Sample Ballots hand out for voters	50	\$0.35	\$17.50	\$17.50
2180	Sample Ballots Large for Posting	2	\$0.580	\$1.16	\$1.16
2180	Ballot List for Early Voting Locations	10	\$0.0200	\$0.20	\$0.20
2180	List of Declared Write-In for EV	0	\$0.0186	\$0.00	\$0.00
2180	ADA Quick Operations Guide6)	1	\$0.466	\$0.47	\$0.47
2180	Optical Scan Ballots	0	\$0.20	\$0.00	\$0.00
2880	Voted Stamps	20	\$1.05	\$21.00	\$21.00
<b>SERVICE EXPENSE</b>					
5590	ES&S Support/Consulting	0		\$0.00	\$0.00
5590	ES&S Project Management (1 day cost (\$1575)	4	\$1,575.00	\$6,300.00	\$6,300.00
5590	ES&S Ballot Layout and Coding assistance and overseeing	0	\$15,750.00	\$0.00	\$0.00
5590	ES&S Pre Election Mock Election	0	\$4,725.00	\$0.00	\$0.00
5590	ES&S IVotronic Early Support (cost \$1,575.00)	1	\$1,575.00	\$1,575.00	\$1,575.00
5590	ES&S ADA Wave Card Programming	1	\$8,000.00	\$8,000.00	\$8,000.00
5590	IT Support	0			\$0.00
5590	Spanish Traslation	0	\$0.12		\$0.00
5590	Web Site/NTCOG	0	\$95.00		\$0.00
<b>PREPARATION AND TRANSPORTATION OF VOTING EQUIPMENT</b>					
2910	Early Voting Equipment Delivery and Pickup	4	\$45.00	\$180.00	\$180.00
<b>MILEAGE</b>					
1080	Warehouse /Elections Mileage	aprox. 51.50 miles round trip x .575 x 12 days		\$0.575	\$355.00
3095	Mileage for Runners/Gas	Tech Cars and Trucks		\$0.00	\$0.00
<b>Early Voting Total</b>				<b>\$27,585.13</b>	<b>\$27,585.13</b>

Exp Code	Election Day	Units	Cost Per Unit	Estimated	COL
<b>EQUIPMENT RENTAL</b>					
7030	Furniture Rental	Central Count Station/Various Polling Loc.		\$0.00	\$0.00
7040	Precinct Counter (1p/loc.) M100	2	\$468.00	\$936.00	\$936.00
7040	Voting Booths (5p/loc.)	10	\$35.00	\$350.00	\$350.00
7040	ADA Voter Terminals	2	\$300.00	\$600.00	\$600.00
7040	Laptop	2	\$75.00	\$150.00	\$150.00
7040	Provisional Bags	2	\$5.00	\$10.00	\$10.00
7040	Election Supply Carts	2	\$198.80	\$397.60	\$397.60
7040	Regional Site Computer Setup	2	\$150.00	\$300.00	\$300.00
7050	Truck Rental/Van Rental	Runners /Regional Sites		\$0.00	\$0.00
7213	Phone Lines/Bulletin Board	Election Cell phones for Tech's and department		\$0.00	\$0.00
<b>RENTAL BUILDINGS</b>					
7010	Location Rental	various polling locations		\$0.00	\$0.00
7010	Custodial Charges	various polling locations		\$0.00	\$0.00
<b>PERSONNEL</b>					
1020	Election Employees	Includes CC VR WH and Admin		\$200.00	\$200.00
1020	County Employees	Election Day @ Regional Sites		\$0.00	\$0.00
1020	Traffic Control Officers	Election Night & Supply Pickup		\$0.00	\$0.00
1020	Regional Site Support	Election Night & Supply Pickup		\$0.00	\$0.00
1020	Phone Bank	Election Day		\$0.00	\$0.00
1020	Techs (1) -John Franco	Election Day		\$50.00	\$50.00
1020	Clerks	4 Election Day @ \$10.00 p/h	14 hours	\$560.00	\$560.00
1020	Central Count	Election Day		\$0.00	\$0.00
1020	Warehouse Support	Election Day		\$0.00	\$0.00
1020	Emergency Response Personnel	Election Day		\$0.00	\$0.00
1020	Judge	2 Election Day @ \$11.00 p/h	14 hrs	\$308.00	\$308.00
1020	Delivery	2 Election Day @ \$25.00 ea	1 hr	\$50.00	\$50.00
1050	Central Count			\$0.00	\$0.00
1050	County Employees OT			\$0.00	\$0.00
1050	Election Department OT (FT)			\$1,000.00	\$1,000.00
1050	Election PT - OT			\$300.00	\$300.00
1050	Sheriff's Deputies	deputies		\$0.00	\$0.00
1050	Warehouse OT	var. hrs @ \$30.81 p/h		\$400.00	\$400.00
1050	Warehouse Support O/T	various hours @ \$13.05 p/h		\$0.00	\$0.00
1060	Warehouse Temporaries	various hrs. @ \$8.70p/h		\$0.00	\$0.00
1111	Social Security Chargeback	6.2%		\$110.19	\$110.19
1112	Medicare	1.45%		\$25.77	\$25.77
1113	PARS	1.3%		\$0.00	\$0.00
1150	Retirement Charge Back	10%		\$204.39	\$204.39
5590	Temporary Service			\$0.00	\$0.00
5590	Temporary Service	Bilingual Clerk		\$0.00	\$0.00
<b>MILEAGE</b>					
1080	Warehouse Mileage/Gas	aprox. 29.60 miles round trip x .575	\$0.575	\$20.00	\$20.00
1080	Mileage for Deputies		\$0.565	\$0.00	\$0.00
3095	Gas	Tech Cars and Trucks		\$0.00	\$0.00

<b>SERVICE EXPENSE</b>					
5590	ES&S ED Support	2	\$4,725.00	\$9,450.00	\$9,450.00
5590	ES&S Express Pass Election setup fee	1	\$750.00	\$750.00	\$750.00
5590	IT Support (QNET)			\$0.00	\$0.00
5590	Web Site/NTCOG	1 hr. election support	\$95.00	\$95.00	\$95.00
<b>POSTAGE / SERVICE EXPENSE</b>					
2170	Election Paychecks	6	\$0.46	\$2.76	\$2.76
2180	Poll location letters/Alt judge letters			\$0.00	\$0.00
2180	Polling location Change Cards (NDSI)	5,725	\$0.11	\$600.00	\$600.00
<b>PREPARATION &amp; TRANSPORTATION OF VOTING EQUIPMENT</b>					
2910	Election Day Equipment Delivery and Pickup	2	\$45.00	\$90.00	\$90.00
2910	Election Day Equipment Delivery and Pickup	Extra Booths	27.00 ea	\$0.00	\$0.00
2910	Election Day Equipment Delivery and Pickup		@60.00 /@30	\$0.00	\$0.00
<b>SUPPLY EXPENSE</b>					
2180	Official Ballots 14" One sided	1,000	\$0.2100	\$210.00	\$210.00
2180	`Ballot Cards/Precinct	0	\$0.215	\$0.00	\$0.00
2180	Test Ballots 14" One sided	10	\$0.2100	\$2.10	\$2.10
2180	Official Ballot and Seal Cert	2	\$3.40	\$6.79	\$6.79
2180	Blank Ballot and Seal Cert	0	\$3.40	\$0.00	\$0.00
2180	Provisional Ballots and Seal Cert	2	\$3.40	\$6.79	\$6.79
2180	ADA Ballot and Seal Cert	1	\$3.40	\$3.40	\$3.40
2180	Provisional Ballots	40	\$0.09	\$3.60	\$3.60
2180	Sample Ballots 2 per precinct 1 sided ballot	4	\$0.09	\$0.36	\$0.36
2180	Judge Kits	2	\$55.00	\$110.00	\$110.00
2880	Voted Stamps	20	\$1.05	\$21.00	\$21.00
2880	Supplies			\$100.00	\$100.00
	<b>Election Day Total</b>			<b>\$17,423.75</b>	<b>\$17,423.74</b>

## **ATTACHMENTS B & D**

### **DATES AND TIMES OF EARLY VOTING FOR THE CITY OF LANCASTER SPECIAL ELECTION TO BE HELD ON SATURDAY, AUGUST 6, 2016**

<b>01</b>	<b>LANCASTER VET. MEMORIAL LIBRARY</b>	<b>1600 VETERANS MEMORIAL PKWY</b>	<b>LANCASTER</b>	<b>75134</b>
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#### **DATES AND TIMES OF EARLY VOTING**

JULY 20 (WEDNESDAY THROUGH FRIDAY) JULY 22	8 AM TO 5 PM
JULY 25 (MONDAY THROUGH FRIDAY) JULY 29	8 AM TO 5 PM
JULY 30 (SATURDAY)	8 AM TO 5 PM
JULY 31 (SUNDAY)	1 PM TO 6 PM
AUG 01 (MONDAY AND TUESDAY) AUG 02	7 AM TO 7 PM

**Subject to change: 6/2/2016**



# 2016 Lancaster Special Election Day Locations

"Attachment C"

Precinct	Location
3800	Lancaster Veterans Memorial Library 1600 Veterans Memorial Library Lancaster 75134
3803	Lancaster Veterans Memorial Library 1600 Veterans Memorial Library Lancaster 75134

**2016 Lancaster Special Election**  
**Dallas County Appointed Election Judges / Alternate Judges**  
**" Attachment E "**

<b>MPCT</b>	<b>JUDGE</b>	<b>ALTERNATE</b>
3800	Melvin Armstrong	Wes Bowen

## ATTACHMENT G – PARTICIPATING SUBDIVISION BALLOT DETAILS

ENTITY	BALLOT DETAIL
CITY OF LANCASTER	Special election to fill the vacancy in Councilmember Place 4 for August 6, 2016;

## **ATTACHMENT H – POLLWORKER TRAINING SCHEDULE**

For the City of Lancaster, Special Election scheduled on August 6, 2016, Dallas County Elections Department will not conduct training related to this Special Election. If the City of Lancaster or DCED determines that training should be conducted for this Special Election, a schedule will be prepared and made an amendment to this contract. Cost incurred to prepare and conduct training will become part of, and added to the cost paid by the City of Lancaster.

## LANCASTER CITY COUNCIL

### City Council Regular Meeting

### Item 3.

**Meeting Date:** 06/13/2016

**Policy Statement:** This request supports the City Council 2015-2016 Policy Agenda

**Goal(s):** Sound Infrastructure

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

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#### **Agenda Caption:**

Consider a resolution authorizing the City Manager to lease and assign on behalf of the city of Lancaster for T-hangar and T-spot non-commercial leases and assignments and assumptions for ground leases at the Lancaster Regional Airport from July 1, 2016 to June 30, 2017.

#### **Background:**

The City owns and leases five rows of T-hangars (buildings 660-700) of three different sizes based off aircraft wingspan and 72 T-Spots on the ramp for outdoor parking. There are 92 units that the City rents for aircraft storage. The City T-hangars are near full occupancy most of the time. The City utilizes a standard lease approved by the City Attorney. Authorizing the City Manager to sign the leases with an annual resolution will provide faster customer service in the range of 48 hours maximum wait time for the customer. This decreased processing time will provide much higher customer satisfaction and allow Lancaster Regional Airport to remain competitive and operate more efficiently.

The City owns all of the land on the airport. Some of the land is platted for ground leases in order to allow private development of hangars. All the plats are fully developed on the airport at this time. From time to time the ground lessee hangar owner, sells the building to another private party. Pursuant to the ground lease any sale of a building on one of our ground leases requires an assignment and assumption document with the City's authorization of the sale to the new private party. By authorizing the City Manager to sign on the City's behalf this will aide in making the transaction process for the buyer and seller smoother and allow Lancaster Regional Airport to be more competitive in attracting new clientele by demonstrating our efficiency.

#### **Operational Considerations:**

The City T-hangar and T-Spot non-commercial leases are used for private aircraft owners.

The ground leases are used for private development of aircraft hangars for aircraft owners to store their aircraft.

#### **Legal Considerations:**

The authorizing resolution was reviewed and approved as to form by the City Attorney.

#### **Public Information Considerations:**

This item is being considered at a meeting of the City Council noticed in accordance with the Texas Open Meeting Act.

**Options/Alternatives:**

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

**Recommendation:**

Staff recommends approval of the resolution.

**Attachments**

Resolution

Assignment and Assumption of Ground Lease

T-Hangar Lease

T-Spot Lease

---

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, AUTHORIZING THE CITY MANAGER TO LEASE AND ASSIGN ON BEHALF OF THE CITY OF LANCASTER FOR T-HANGAR AND T-SPOT NON-COMMERCIAL LEASES AND ASSIGNMENTS AND ASSUMPTIONS FOR GROUND LEASES AT THE LANCASTER REGIONAL AIRPORT FROM JULY 1, 2016 TO JUNE 30, 2017.**

**WHEREAS**, Lancaster Regional Airport has aircraft T-hangars and T-spots available for lease; and

**WHEREAS**, Lancaster Regional Airport has ground leases for private development; and

**WHEREAS**, the City Council of Lancaster, Texas, desires to pre-authorize the City Manager to sign City T-hangar and T-spot leases on a form approved by the City Attorney; and

**WHEREAS**, the City Council of Lancaster, Texas, desires to pre-authorize the City Manager to sign assignments and assumptions of ground leases sold between private parties on a form approved by the City Attorney; and

**WHEREAS**, the delegation to the City Manager will assist in expediting an efficient airport operation;

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

**SECTION 1.** That the City Manager is hereby authorized to utilize and execute the T-hangar and T-spot lease agreements on behalf of the City of Lancaster, Texas for Lessees at the Lancaster Regional Airport, for the period of time from July 1, 2016 to June 30, 2017.

**SECTION 2.** That the City Manager is hereby authorized to utilize and execute the ground lease assignment and assumption form on behalf of the City of Lancaster, Texas for Lessees at the Lancaster Regional Airport, for the period of time from July 1, 2016 to June 30, 2017.

**SECTION 3.** This Resolution shall become effective immediately from and after its passage, as the law and charter in such cases provide and shall expire on June 30, 2017, unless extended by the City Council.

**DULY PASSED** and approved by the City Council of the City of Lancaster, Texas, on this the 13th day of June, 2016.

**ATTEST:**

**APPROVED:**

---

Sorangel O. Arenas, City Secretary

---

Marcus E. Knight, Mayor

**APPROVED AS TO FORM:**

---

Robert E. Hager, City Attorney

## ASSIGNMENT AND ASSUMPTION OF LEASE

This agreement is made on \_\_\_\_\_ between \_\_\_\_\_, hereafter referred to as "ASSIGNOR", and \_\_\_\_\_, hereafter referred to as "ASSIGNEE", AND THE City of Lancaster, hereafter referred to as "CITY".

### **RECITALS**

WHEREAS, a Lease Agreement (the "Master Lease"), was executed on \_\_\_\_\_ between the City of Lancaster, Texas, a Texas Municipal Corporation (the "City"), as the Lessor, and \_\_\_\_\_ (the Lessee), in said Lease Agreement, which commenced on \_\_\_\_\_ {the "Master Lease"} for the Lease of premises known as the Lancaster Regional Airport, which Lease Agreement is recorded in the real property records of Dallas County, Texas. The "Master Lease"

Whereas, an assignment of lease was executed on \_\_\_\_\_ between \_\_\_\_\_, as the assignor, and \_\_\_\_\_, as the assignee for a term of thirty years and two successive options to extend this lease for five years each, beginning at the expiration date of the initial term and at the expiration date of the first option period, in which \_\_\_\_\_, assigned to \_\_\_\_\_ all of its rights, titles and interest arising under the Master Lease, in and to Lot # \_\_\_\_\_ also identified as \_\_\_\_\_ of the Leased Premises containing approximately \_\_\_\_\_ square feet of land (the "Hanger") and \_\_\_\_\_. Then on or about \_\_\_\_\_ (herein "Assignor"), transferred and assigned his rights pursuant to the "Master Lease", to \_\_\_\_\_, (herein "Assignee"), and,

WHEREAS, the "Assignor" now desires to assign to the "Assignee" all of his rights and Interest arising under the "Master Lease", in and to the Lot # \_\_\_\_\_ also identified as \_\_\_\_\_, and the "Assignee" desires to accept the assignment.

NOW THEREFORE, in consideration of the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the agreement of the "Assignee" set forth below, the "Assignor" hereby assigns and transfers to the "Assignee" and the "Assignee's" heirs, executors, administrators, and assigns, all of "Assignor's" right, title and interest in and to Lot # \_\_\_\_\_, and all the "Assignor's" rights, title, and interest arising under the "Master Lease" insofar as it relates to Lot # \_\_\_\_\_.

The "Assignee" accepts the assignment and, in additions, expressly assumes and agrees to perform and fulfill all of the terms, covenants and conditions, and obligations required to be kept, performed, and fulfilled by the "Assignor" under the "Master Lease" insofar as such obligations relate to the Hanger,



**CONTINUED – PAGE #2**

including the making of all payment of ground rents due and payable to the "City" under the "Master Lease" with respect to the Lot, when due and payable.

The "City" hereby consents to this partial assignment of the "Master Lease" and the "Assignor" and the "City" agree that the "Assignee" may pay rent directly to the City for its pro rata portion of the promises covered by the Master Lease based on the number of square feet in the Secured Premises under by the "Master Lease". "Assignee" further agrees with "Assignor" and the "City" to comply with all of the other terms and conditions of the "Master Lease" insofar as they apply to the Hanger.

"Assignee" will comply with the terms of the "Master Lease". **"ASSIGNEE" HEREBY AGREES TO IDEMNIFY AND HOLD HARMLESS FROM ANY AND ALL EXPENSES, LIABILITIES, AND CLAIMS OF EVERY KIND, INCLUDING REASONABLE ATTORNEY'S FEES INCURRED BY "ASSIGNOR" AS A RESULT OF ANY BREACH BY "ASSIGNEE" OF ITS OBLIGATIONS HEREUNDER THE "MASTER LEASE", EITHER TO "ASSIGNOR", AIRPORT PROPERTIES, INC., OR TO THE "CITY".**

By signing below, "City" hereby releases "Assignor" from any further liability in connection with the "Lot" and the "Master Lease".

This agreement shall be binding on and inure to the benefit of the parties to this Agreement, their heirs, executors, administrators, successors in interest, and assigns,

ASSIGNOR:

ASSIGNEE:

\_\_\_\_\_

\_\_\_\_\_

LESSOR:

City of Lancaster

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

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

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

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



# LANCASTER REGIONAL AIRPORT

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

### Non-Commercial Tenants

### Tenant Fact Sheet PRIVATE INFORMATION

T-Hangar Tenant Name:

\_\_\_\_\_, \_\_\_\_\_ Hangar Number(s): \_\_\_\_\_ - \_\_\_\_\_  
Last First

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

Combination Lock No. or Key No.: \_\_\_\_\_

Aircraft Registration Number: \_\_\_\_\_

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Number of Engines: \_\_\_\_

Address: \_\_\_\_\_

Phone Numbers:

( \_\_\_\_ ) \_\_\_\_\_ (Cell)  
( \_\_\_\_ ) \_\_\_\_\_ (Home)  
( \_\_\_\_ ) \_\_\_\_\_ (Work/Business)

Email: \_\_\_\_\_

*Contact info is for tenant announcements and hangar access under normal conditions.*

I acknowledge the Lancaster Airport Rules & Regulations and Minimum Standards are available for view in the terminal building and understand that they are provided on the airport web site ([www.lancasterregionalairport.com](http://www.lancasterregionalairport.com)) for my review.

Intials: \_\_\_\_\_

Emergency contact & phone number for closest relative or responsible party not living with you:

INTERNAL USE ONLY		
Taskee	Task	Initial
AOA	Submit to Airport Mgr	
AM	Draft Lease & Submit to CC	
AM	Submit to AOA for Tenant signature	
After Lease is Signed		
AOA	Submit to Airport Mgr	
AM	Notify Finance to Setup Acct	
AM	Submit Lease to City Secretary	
AM	Submit Lease to AOS	
AOS	Enter Tenant Info in Quick Books	
AOS	Update Hangar Diagram	
AOS	File Lease	



# 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 \_\_\_\_\_, (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 \_\_\_\_\_ - \_\_\_\_\_, located at the Airport, and consisting of approximately \_\_\_\_\_ 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 \$ \_\_\_\_\_ per month, due and payable in advance on the first day of each month.

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

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

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

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

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

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

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

## II.

### STANDARD TERMS AND PROVISIONS

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

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

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

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

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

made.

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

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

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

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

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

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

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

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

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

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

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

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

a. LESSEE shall fail to pay any installment of rent, and such failure shall continue for a period of ten (10) days following the due date of said installment.

b. LESSEE shall fail to comply with any term, provision or covenant of this Lease Agreement, other than the payment of rent, and shall not cure such failure within twenty (20) days after written notice thereof to LESSEE.

c. LESSEE shall fail to provide lock combination or key to lock on assigned hangar to airport administration.

d. LESSEE shall fail to provide accurate and correct contact information as set forth in paragraph 18 – "Notices".

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

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

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

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

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

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

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

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

**12. Surrender of Premises:** Upon termination of this lease by either party, or by reason of default or otherwise, LESSEE shall remove itself, aircraft, and all other personal property, debris and equipment stored by LESSEE in and upon the premises. LESSEE shall, at its own expense, repair any damage caused 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: Name: \_\_\_\_\_

Address 1: \_\_\_\_\_

Address 2: \_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_



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

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

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

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

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

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

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

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

CITY OF LANCASTER, LESSOR

LESSEE:

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

\_\_\_\_\_

ATTEST:

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



# LANCASTER REGIONAL AIRPORT

## Agreement for Lease of T-Spot 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 \_\_\_\_\_, (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:** T-Spot\_\_\_\_\_, located at the Airport ("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 \$30 per month, due and payable in advance on the first day of each month.

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

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

- b. All payments not received by the 10<sup>th</sup> of each month shall constitute a default and breach of this Lease Agreement as set forth in paragraph 10 herein. All payments not

received by the 10<sup>th</sup> of each month shall be considered "past due" for purposes of incurring late charges as calculated in subsection (c) herein, and additional late charges will begin to accrue on the 11<sup>th</sup> day of each month.

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

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

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

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

## II.

### STANDARD TERMS AND PROVISIONS

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

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

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

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

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

Upon request from the Airport Manager, LESSEE shall provide monthly evidence of

progress. Evidence includes but is not limited to: visual inspection of aircraft, photographs and log entries.

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

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

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

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

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

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

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

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

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

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

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

a. LESSEE shall fail to pay any installment of rent, and such failure shall continue for a period of ten (10) days following the due date of said installment.

b. LESSEE shall fail to comply with any term, provision or covenant of this Lease Agreement, other than the payment of rent, and shall not cure such failure within twenty (20) days after written notice thereof to LESSEE.

c. LESSEE shall fail to provide 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:

d. 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.

e. 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.

f. 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: Name: \_\_\_\_\_  
Address 1: \_\_\_\_\_  
Address 2: \_\_\_\_\_  
Phone: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

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

### City Council Regular Meeting

### Item 4.

**Meeting Date:** 06/13/2016

**Policy Statement:** This request supports the City Council 2015-2016 Policy Agenda

**Goal(s):** Financially Sound, City Government  
Sound Infrastructure

**Submitted by:** Jim Brewer, Director of Public Works

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#### **Agenda Caption:**

Consider a resolution ratifying submission of applications to Dallas County for funding under the Fiscal Year 2016 U. S. Department of Housing and Urban Development, Community Development Block Grant (CDBG) Program for reconstruction of existing roadway: Lindenwood Boulevard from Dewberry to John Street and Percy Street from Cedardale Road to Lyle Street as primary project(s).

#### **Background:**

The City of Lancaster is eligible to receive \$197,347.00 in Community Development Block Grant (CDBG) funds for fiscal year 2016. At the work session on May 17, 2016, City Council discussed submission of possible projects to submit for consideration.

City staff recently spoke with Dallas County officials receiving an update on Community Development Block Grant (CDBG) roadway projects previously submitted and discussing additional funding that is now available to the City.

You will recall that 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.

City Council discussed their desire to continue submission of selected roadway projects for 2016 CDBG funding at the work session on May 17, 2016 and ratified for 2016 funding two street projects: Highland Street from Cedardale Road to Lyle Street and Percy Street from Cedardale Road to Lyle Street.

The CDBG Project Coordinator for Dallas County has recently informed City staff that based on their data and assessment of the area Highland Street is not eligible for CDBG funding for this year because Lindenwood Drive was approved in the previous funding cycle.

Therefore, in lieu of Highland Street reconstruction; the following streets have been identified as potential project and the CDBG Project Coordinator has indicated that they are eligible.

NAME	FROM STREET	TO STREET	LENGTH
LINDENWOOD BLVD.	DEWBERRY	JOHNS STREET	897 FT
PERCY STREET	CEDARDALE ROAD	LYLE STREET	2,138 FT

**Operational Considerations:**

This is a request for the upcoming CDBG program year by which the City of Lancaster would like to request that its FY 2016 funds (\$196,092), be used for the reconstruction of Lindenwood Drive, and the reconstruction of Percy Street. Currently, the City of Lancaster has \$130,496 in available CDBG funds, to be used for the completion of Arbor Street and Carol Avenue, and the partial completion of Lindenwood Drive. According to an estimate received from Road and Bridge #3, the amount needed to complete Arbor Street and Carol Avenue is \$86,680; which will leave \$43,816 available for Lindenwood Drive.

The cost to completely reconstruct Lindenwood Drive is approximately \$142,000. After the completion of Arbor Street and Carol Avenue, by Road and Bridge #3 available CDBG funds, in the amount of \$43,816, will be used along with the FY 2016 funds (\$196,092), for the completion of Lindenwood Drive (estimated cost of \$142,000), and the reconstruction of Percy Street (estimated cost of \$98,253). Staff will submit Highland Street and Bruce Street for consideration during future CDBG cycles.

**Legal Considerations:**

A resolution will be required ratifying the allocation of existing CDBG funds for the designated streets. The resolution is attached and approved as to form by the City Attorney

**Public Information Considerations:**

This item is being considered at a regular meeting of the Lancaster City Council noticed in accordance with the Texas Open Meetings Act.

**Options/Alternatives:**

1. Approve the resolution, as presented.
2. Deny the resolution and direct staff.

**Recommendation:**

Staff recommends approval of a resolution to allocate funds for the reconstruction of Lindenwood and Percy Street.

**Financial Considerations:**

The City is scheduled to receive funds in 2016 in the amount of \$197,347.00. Projects that are approved but not completed due to lack of funds may be designated for carry-over until funds are available.

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**Attachments**

Resolution  
CDBG Agreement  
Map

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**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, RATIFYING SUBMISSION OF APPLICATIONS TO DALLAS COUNTY FOR FUND UNDER THE FISCAL YEAR 2016 IN THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM FOR RECONSTRUCTION OF EXISTING ROADWAYS (LINDENWOOD BOULEVARD FROM DEWBERRY TO JOHN STREET AND PERCY STREET FROM CEDARDALE ROAD TO LYLE STREET); DESIGNATING A REPRESENTATIVE FOR ALL MATTERS RELATED TO THE PROJECTS; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENTS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Dallas County has determined, based upon 2010 Census information, that the City of Lancaster is eligible to receive \$197,347.00 of Community Development Block Grant ("CDBG") funds for fiscal year 2016; and

**WHEREAS**, the City Council of the City of Lancaster desires any remaining funds from FY 2014 CDBG funding be used for roadway projects; and

**WHEREAS**, the City of Lancaster could benefit greatly from Community Development Block Grant funds; and

**WHEREAS**, it is necessary and in the best interest of the City of Lancaster to apply for Community Development Block Grant funds through Dallas County;

**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 hereby ratifies the submission of two project applications to Dallas County for funding under the Fiscal Year 2016 Community Development Block Grant Program for reconstruction of existing roadways (Lindenwood Boulevard from Dewberry to John Street and Percy Street from Cedardale Road to Lyse Street), as depicted on Exhibit A, which is attached hereto and incorporated herein by reference.

**SECTION 2.** The City Manager or her designee shall act as the City's authorized representative in all matters related to the application and provide assurances that all requirements of the Community Development Block Grant Program are observed.

**SECTION 3.** Any prior resolutions of the City Council in conflict with the provisions contained in this resolution are hereby repealed and revoked.

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

**SECTION 5.** This resolution shall take effect immediately from and after its passage, and it is duly resolved.

**DULY PASSED** and approved by the City Council of the City of Lancaster, Texas, on this the 13th Day of June, 2016.

**ATTEST:**

**APPROVED:**

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Sorangel O. Arenas, City Secretary

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Marcus E. Knight, Mayor

**APPROVED AS TO FORM:**

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Robert E. Hager, City Attorney



**CDBG**

# FY2016 DALLAS COUNTY CDBG PROJECT/ACTIVITY APPLICATION



**Due: June 1, 2016 3:30 P.M.**

*Each project/activity must be on a separate application.*

**NAME OF CITY** Lancaster, Texas

**TITLE OF PROJECT/ACTIVITY** Street Reconstruction  
Lindenwood Dr. From Dewberry Blvd. to Johns St.

- (1.) Number of beneficiaries 22 homes 98 people
- (2.) Percentage of beneficiaries being low/moderate income 63.6%
- (3.) How was number of beneficiaries/percentage of beneficiaries being low/moderate income calculated?  
☐ by a survey conducted on \_\_\_\_\_  
☒ by 2010 census data \_\_\_\_\_  
☐ other, explain \_\_\_\_\_
- (4.) Please provide below the required information for the project:
 

Census Tract <u>167.05</u>	Block Group <u>3</u>
Census Tract _____	Block Group _____
Census Tract _____	Block Group _____
Census Tract _____	Block Group _____
- (5.) Identify which national CDBG objective this project addresses:
  - ☒ primarily assists low/moderate income
  - ☐ eradicates blight
  - ☐ eliminates community-threatening condition
  - ☐ N/A (to be used for projects involving ADA accommodations and the elderly which are assumed to automatically address a national objective)

- (6.) Is the service area for this project city-wide?  
[ ] Yes  
[X ] No If no, a map with the project's service area boundaries clearly marked must be attached. In addition, for capital improvement projects, the map must **clearly** show the location of the project and its beginning and ending points.
- (7.) Describe proposed project: This description should specifically explain what will be undertaken, where it will occur, why it needs to be undertaken, and what problems it will solve. **Please be very specific in the description.** If, for instance, the proposed project involves improving a road or replacing a water line, be sure to state that the project will cover a certain amount of linear feet from Point A to Point B; any problems with the road/line, etc.

Reconstruction of streets listed below, Type (E) Mill in place, adding stabilizer, Prime, Single course chip seal, level up and 2" inch hot mix asphalt overlay.

Lindenwood Dr. from Dewberry Blvd. to Johns St. 897 linear ft. 2,691syds.  
\_\_\_\_\_ Addresses from 701 to 741

This street has not been repaired/replaced in over 15 years. Street has extensive road base failure, alligator cracking, and street curb and gutter has shifted and broken causing pooling of rainwater.

The curb and gutter replacement will be put out to bid and done by private contractor. The project will be managed by Dallas County District #3 Engineering Dept. The street reconstruction will be done by Dallas County Road and Bridge District #3 under a Master Interlocal Agreement between Dallas County and the City of Lancaster.

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- (8.) Project represents:  
[ X ] new project/activity  
[ ] continuation of an on-going activity such as code enforcement  
**(please note that all "continuation projects" must have a fully-completed application; please do not use verbiage such as "same as last year" or "refer to previous application")**  
  
[ ] completion of an existing project, such as a capital improvement project, that has received funding in the past, but still needs



additional funding in order to be constructed (please note that all “completion of existing projects” must have a fully-completed application; please do not use verbiage such as “same as last year” or “refer to previous application”)

- (9.) Attach a line-item budget for the proposed project/activity. Describe within this budget how proposed costs are derived. **If the project is for a code program, please be sure that the provided budget is for two years.** For capital improvement projects, also provide itemized costs and quantities for such components including, but not limited to, right-of-way/easement acquisition, surveying/engineering design, utility relocation, construction management, materials, and permits/fees. Where possible for capital improvement projects, have the estimates provided by a licensed professional engineer.

- (10.) Describe how project/activity is to be funded:

• FY2016 CDBG funding being allocated	<u>\$ 98,184</u>
• CDBG funding from completed/canceled projects now being reallocated	<u>\$ 43,816</u>
• Non-CDBG funding that has been allocated	<u>0</u>
• Additional funding still needed	<u>0</u>

**TOTAL BUDGET    \$ 142,000**

\*

- (11.) If carry-over CDBG funding from previous projects is going to be used, identify the previous projects from which this funding is being reallocated and the amounts being reallocated (please note that carryover funds are not available until the project is officially completed and all outstanding invoices have been paid).

City of Lancaster 2014 CDBG Street Project Arbor Lane and Carol Ave.  
carryover funds of \$ 43,816.00

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- (12.) If non-CDBG funding is to be used, please describe whether the source of this funding (e.g.--City bond funds, City revenues, state/federal grant, private funding, etc.) has already been secured or when such funding will become available.

N/A

- 
- (13.) If additional funding will still be needed, describe how additional funding will be provided (i.e., through future CDBG funds, city bond program, etc.).

N/A

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- (14.) Describe what portions of the project, to the extent applicable, that will be implemented/ managed by the County, the City, another organization, or some combination of these entities.

City will provide utility locates prior to street reconstruction. Dallas County will implement and manage project.

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- (15.) Proposed start date for implementing project March 1, 2017

- (16.) Proposed completion date Juy ,1 2017

Contact person for project: Jim Brewer

Title: Public Works Director - City of Lancaster

Phone number: 972-218-1208

Fax number: 972-227-8168

E-Mail address: jbrewer@lancaster-tx.com

Authorized signature:

  
City Manager

# City of Lancaster

Streets for CDBG funding 2016

Exhibit B

Estimates provided by Dallas County Road And Bridge District #3

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Addresses</u>	<u>Length x Width</u>	<u>ESTIMATE</u>
Lindenwood Dr.	Dewberry Blvd.	Johns St.	701- 741	897 X 27 ft.	\$142,000.00
Percy St.	Cedardale Rd.	Lyle St.	4320-4457	2,138 X 22 ft.	<u>\$98,253.00</u>
				Total	\$240,253.00

**Proposed for future funding:**

Highland St.	Cedardale Rd.	Lyle St.	4319- 4453	2129 X 22ft.	\$97,839.00
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CDBG Funds 2016	\$ 197,347.00
Carryover Funds 2014	<u>\$ 43,816.00</u>
Total	\$ 241,163.00
Estimates 2016	- <u>\$ 240,253.00</u>
Carryover Funds	\$ 910.00

Scope of work for streets listed above.

Mill in place, Stabilize subgrade 8", Prime coat, Single course chip seal,  
2" HMAC type D overlay

City to clean ditches as needed.

City to furnish water and utility locates.



# **FY2016 DALLAS COUNTY CDBG PROJECT/ACTIVITY APPLICATION**



**Due: June 1, 2016 3:30 P.M.**

*Each project/activity must be on a separate application.*

**NAME OF CITY Lancaster, Texas**

**TITLE OF PROJECT/ACTIVITY Street Reconstruction  
Percy St. from Cedardale Rd. to Lyle St.**

- (1.) Number of beneficiaries 32 homes 146 people
- (2.) Percentage of beneficiaries being low/moderate income 55.8%
- (3.) How was number of beneficiaries/percentage of beneficiaries being low/moderate income calculated?  
☐ by a survey conducted on \_\_\_\_\_  
☒ by 2010 census data \_\_\_\_\_  
☐ other, explain \_\_\_\_\_
- (4.) Please provide below the required information for the project:
 

Census Tract <u>167.03</u>	Block Group <u>167.033</u>
Census Tract _____	Block Group _____
Census Tract _____	Block Group _____
Census Tract _____	Block Group _____
- (5.) Identify which national CDBG objective this project addresses:  
☒ primarily assists low/moderate income  
☐ eradicates blight  
☐ eliminates community-threatening condition  
☐ N/A (to be used for projects involving ADA accommodations and the elderly which are assumed to automatically address a national objective)



- (6.) Is the service area for this project city-wide?  
[ ] Yes  
[ X ] No If no, a map with the project's service area boundaries clearly marked must be attached. In addition, for capital improvement projects, the map must **clearly** show the location of the project and its beginning and ending points.
- (7.) Describe proposed project: This description should specifically explain what will be undertaken, where it will occur, why it needs to be undertaken, and what problems it will solve. **Please be very specific in the description.** If, for instance, the proposed project involves improving a road or replacing a water line, be sure to state that the project will cover a certain amount of linear feet from Point A to Point B; any problems with the road/line, etc.

Reconstruction of street listed below, Type (E) Mill in place, adding stabilizer, Prime, Single course chip seal, level up and 2" inch hot mix asphalt overlay.

Percy St. from Cedardale Rd. to Lyle St. 2,138 Linear ft. 5,226 syds.

\_\_\_\_\_ Address from 4320 to 4457

This street has not been repaired/replaced in over 25 years. It has extensive road base failure, alligator cracking, and street edges are eroding. Drainage ditches will be cleaned and graded prior to the street reconstruction by City of Lancaster Public Works Dept. Drainage work is not included in this application and will be funded out of Street Dept. budget. The street reconstruction will be done by Dallas County Road And Bridge District #3 under a Master Interlocal Agreement between Dallas County and the City of Lancaster.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- (8.) Project represents:  
[ X ] new project/activity  
[ ] continuation of an on-going activity such as code enforcement **(please note that all "continuation projects" must have a fully-completed application; please do not use verbiage such as "same as last year" or "refer to previous application")**
- [ ] completion of an existing project, such as a capital improvement project, that has received funding in the past, but still needs additional funding in order to be constructed **(please note that all "completion of existing projects" must have a fully-completed**

application; please do not use verbiage such as “same as last year” or “refer to previous application”)

- (9.) Attach a line-item budget for the proposed project/activity. Describe within this budget how proposed costs are derived. **If the project is for a code program, please be sure that the provided budget is for two years.** For capital improvement projects, also provide itemized costs and quantities for such components including, but not limited to, right-of-way/easement acquisition, surveying/engineering design, utility relocation, construction management, materials, and permits/fees. Where possible for capital improvement projects, have the estimates provided by a licensed professional engineer.

- (10.) Describe how project/activity is to be funded:

• FY2016 CDBG funding being allocated	\$ 98,253.00
• CDBG funding from completed/canceled projects now being reallocated	_____ 0 _____
• Non-CDBG funding that has been allocated	_____ 0 _____
• Additional funding still needed	_____ 0 _____

**TOTAL BUDGET \$ 98,253.00**

\*

- (11.) If carry-over CDBG funding from previous projects is going to be used, identify the previous projects from which this funding is being reallocated and the amounts being reallocated (please note that carryover funds are not available until the project is officially completed and all outstanding invoices have been paid).

N/A

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- (12.) If non-CDBG funding is to be used, please describe whether the source of this funding (e.g.--City bond funds, City revenues, state/federal grant, private funding, etc.) has already been secured or when such funding will become available.

\_\_\_\_ N/A \_\_\_\_\_  
\_\_\_\_\_

- (13.) If additional funding will still be needed, describe how additional funding will be provided (i.e., through future CDBG funds, city bond program, etc.).

N/A

- (14.) Describe what portions of the project, to the extent applicable, that will be implemented/ managed by the County, the City, another organization, or some combination of these entities.

City of Lancaster will clean drainage ditches and provide utility locates prior to street reconstruction. Dallas County will implement and manage street project.

- (15.) Proposed start date for implementing project March 1, 2017

- (16.) Proposed completion date July ,1 2017

Contact person for project: Jim Brewer

Title: Public Works Director\_ - City of Lancaster

Phone number: 972-218-1208

Fax number: 972-227-8168

E-Mail address: jbrewer@lancaster-tx.com

Authorized signature: \_\_\_\_\_

# City of Lancaster

Streets for CDBG funding 2016

Exhibit B

Estimates provided by Dallas County Road And Bridge District #3

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Addresses</u>	<u>Length x Width</u>	<u>ESTIMATE</u>
Lindenwood Dr.	Dewberry Blvd.	Johns St.	701- 741	897 X 27 ft.	\$142,000.00
Percy St.	Cedardale Rd.	Lyle St.	4320-4457	2,138 X 22 ft.	<u>\$98,253.00</u>
				<b>Total</b>	<b>\$240,253.00</b>

**Proposed for future funding:**

Highland St.	Cedardale Rd.	Lyle St.	4319- 4453	2129 X 22ft.	\$97,839.00
--------------	---------------	----------	------------	--------------	-------------

CDBG Funds 2016	\$ 197,347.00
Carryover Funds 2014	<u>\$ 43,816.00</u>
Total	<u>\$ 241,163.00</u>
Estimates 2016	- <u>\$ 240,253.00</u>
Carryover Funds	\$ 910.00

Scope of work for streets listed above.

Mill in place, Stabilize subgrade 8", Prime coat, Single course chip seal,  
2" HMA type D overlay

City to clean ditches as needed.

City to furnish water and utility locates.



# City of Lancaster Eligible CDBG Street Repairs 2016


ID	Street	From Street	To Street	Miles	Tract	BG
1	LINDENWOOD DR	ELM ST	DEWBERRY BLVD	0.1983	167.05	3
2	PERCY ST	CEDARDALE RD	LYLE RD	0.4052	167.03	3
3	HIGHLAND ST	CEDARDALE RD	LYLE RD	0.4034	167.03	3
4	BRUCE DR	AMES RD	RILEY RD	0.3326	167.03	4
5	LYON ST	BASKIN DR	END	0.1277	167.03	4
6	HENRY RD	WINTERGREEN RD	BRUCE DR	0.2641	167.03	4

## Legend

 CDBG Eligible Streets

 City Limits

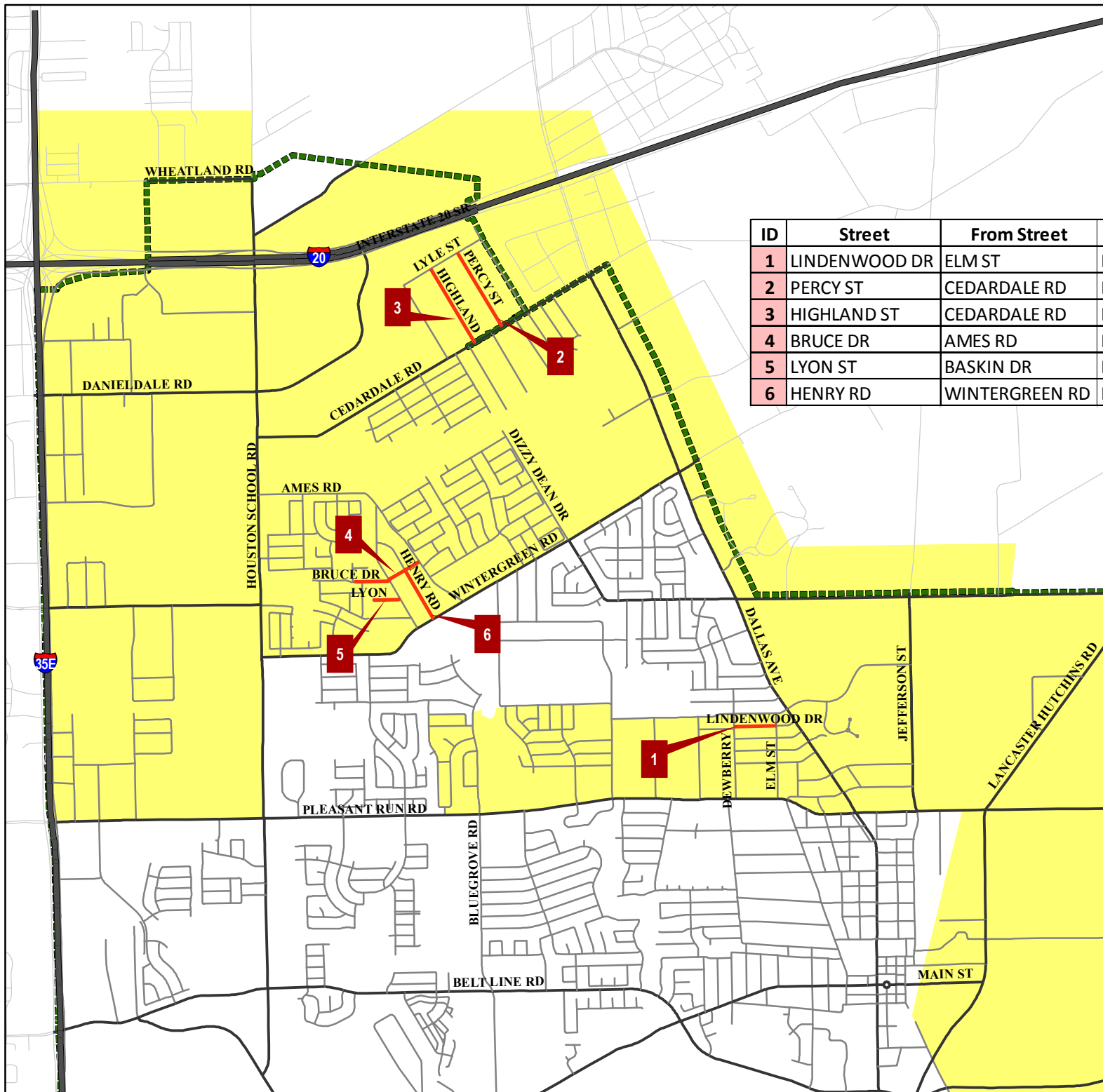
## 2010 Block Groups

 Low to Moderate Income



0 0.25 0.5 1 Miles

date: 6/9/2016



## LANCASTER CITY COUNCIL

### City Council Regular Meeting

### Item 5.

**Meeting Date:** 06/13/2016

**Policy Statement:** This request supports the City Council 2015-2016 Policy Agenda

**Goal(s):** Quality Development

**Submitted by:** Ed Brady, Director of Economic Development

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#### **Agenda Caption:**

Discuss and consider amending Ordinance 2014-06-07, adding Article 6.12000, Sections 6.12.001, Single-Family and Duplex Rental Property Regulations.

#### **Background:**

On June 9, 2014, the City Council approved Ordinance No. 2014-06-07, establishing the Rental Registration and Inspection Program. As the program was implemented, it was recognized that Duplexes needed to be added to the program as well.

#### **Operational Considerations:**

Including duplexes under the scope of this program is well within the ability of staff to administer.

#### **Legal Considerations:**

The City Attorney has reviewed and approved the amended ordinance as to form.

#### **Public Information Considerations:**

This item is being considered at a meeting of the City Council noticed and held in accordance with the Texas Open Meetings Act.

#### **Options/Alternatives:**

1. The City Council may approve the ordinance as presented.
2. The City Council may reject the ordinance.

#### **Recommendation:**

Staff recommends approval of the ordinance.

#### **Attachments**

Ordinance

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## **ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, AMENDING CHAPTER 6 OF THE LANCASTER CODE OF ORDINANCES TO ADD ARTICLE 6.12000, SECTIONS 6.12.001 THROUGH 6.12.009, SINGLE-FAMILY & DUPLEX RENTAL PROPERTY REGULATIONS; PROVIDING FOR DEFINITIONS; PROVIDING THE POWERS AND DUTIES OF THE BUILDING OFFICIAL AS THE DESIGNATED ADMINISTRATOR; PROVIDING FOR THE ESTABLISHMENT OF A RENTAL PROPERTY REGISTRATION AND INSPECTION FEE; 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.**

**WHEREAS**, The City Council of the City of Lancaster, deems it necessary for the purpose of promoting the health, safety and general welfare of the City and its residents, to adopt and enforce regulations regarding property owners that lease, barter, or rent single-family properties in the City, and

**WHEREAS**, The City Council finds that there is an increase in property maintenance and housing violations on property that is leased, bartered, or rented when compared with owner occupied properties, and

**WHEREAS**, Violations of the minimum property maintenance and household standard can impact the safety, health and welfare of the residents and diminish property values in the City of Lancaster; and

**WHEREAS**, The City Council finds that proactive exterior and interior inspections upon change of tenancy can minimize potential negative impacts to the safety, health and welfare of the occupants of the buildings as well as the surrounding neighborhood; and

**WHEREAS**, The Single-Family and Duplex Rental Registration and Inspection program shall be implemented City wide and shall apply to each single-family and duplex rental structure at the time of a change in tenant occupancy.

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

**SECTION 1.** The chapter 6 of the Lancaster Code of Ordinances is, and the same is, hereby amended by adding Article 6.12000, Single-Family and Duplex Rental Property Regulations, which shall read as follows:

### **Article 6.12.000      SINGLE-FAMILY AND DUPLEX RENTAL PROPERTY REGULATIONS**

#### **Sec. 6.12.001      Definitions**

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

**Bedroom**- A room used or intended to be used for sleeping purposes and not as a kitchen, bathroom, living room, closet, hallway, utility space, entry way, garage, patio, or breezeway.

**Building**- Any structure having a roof that is built, maintained, or intended for use for the shelter or enclosure of persons, animals, or property of any kind.

Building line- Any line parallel or approximately parallel to a lot line and beyond which no buildings may be erected.

Building Official- The officer or other designated authority charged with the administration and enforcement of this ordinance.

Certificate of occupancy- An official certificate issued by the City through the Chief Building Official which indicates conformance for legal use of the premises for which it is used.

Duplex – one dwelling divided into two units on one property.

Dwelling- Any building providing complete independent living facilities for one family to include permanent provisions for living, sleeping, eating, and cooking.

Family- Any number of individuals living together as a single housekeeping unit in which not more than two individuals are unrelated by blood, marriage, or adoption. Foster children shall be considered as a related member of the family.

Landlord- Any owner, resident, or non-resident, who leases, barter, or rents his single family residence to another.

Non-resident owner- Any person who does not live, stay, or dwell in a single family home in which he/she owns.

Occupancy- The use or intended use of the land or buildings by proprietors or tenants.

Owner- A person claiming, or who is vested in the ownership, dominion or title of real property.

Premise- Means a lot, plot or parcel of land, including any structure thereon and furthermore including a dwelling unit, appurtenances thereto, grounds and facilities held out for the use of tenants generally and any other area or facility whose use is promised to the tenant.

Single family residence- A detached building containing not more than one dwelling unit entirely surrounded by open space on that lot.

Tenant- Any person who occupies a dwelling unit for dwelling purposes with the landlord's consent.

### **Sec. 6.12.003                      Purpose**

The City of Lancaster recognizes a need for an organized inspection program of residential rental properties within the City to meet City and state life safety, health, fire, and zoning codes and to provide a more efficient system for compelling both absentee and local landlords to correct violations and to maintain, in proper condition. The City recognizes that the most efficient system to provide for rental inspections is the creation of a program requiring registration and issuance of a certificate of occupancy for all Single-Family rental properties within the City so that orderly inspections can be made.

### **Sec. 6.12.002                      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. Keep records of all licenses issued.

- 2) Adopt rules and regulations, not inconsistent with the provisions of this ordinance, with respect to the form and content of application for registration, 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.
- 3) Conduct on his/her initiative, periodic inspections of residential rental properties throughout the city, concerning their compliance with this ordinance.

**Sec. 6.12.004                      Registration requirements**

No person shall hereafter occupy, allow to be occupied or let any another person for any occupancy any residential rental property within the City for which registration has not been completed and filed with the department of building inspections.

**Sec. 6.12.005                      Change in tenancy**

When a rental residence is vacated by the tenant, the owner must apply for and receive a certificate of occupancy from the Building Official prior to the property being occupied by a new tenant. The Building Official or his designated representative will inspect the property and premises for compliance with this code, the international property maintenance code, international building codes and other applicable ordinances of the City. If deficiencies are found the Building Official may prohibit occupancy of the residence and premises until such time as the owner takes action needed to bring the residence and premises into compliance. The inspection required by this section shall apply to all dwelling units and premises prior to its original occupancy as a rental property.

**Sec. 6.12.006                      Inspection required**

- 1) All Single-Family and Duplex rental properties that rent to permanent residents shall be inspected upon any change of tenancy according to the Rental Property Checklist.
- (2) A re-inspection will not be necessary if the owner (or property manager) submits sufficient proof to the City from which the City is able to determine that all noted violations have been appropriately repaired. Sufficient proof shall include an affidavit stating that the repairs have been completed, a copy of the receipt for materials used in the repair or a receipt for the work done to make the repair, and photographs of the repair(s). No certificate shall be issued, and no release of utilities shall be given if, as a result of an inspection, it is determined that the premises does not comply with the minimum housing standards contained in this Code.

**Sec. 6.12.007                      Certificate issued**

When the Building Official determines that a rental property and premises are in compliance with the provisions of this and other applicable codes, the Building Official shall issue a certificate of occupancy.

**Sec. 6.12.008                      Rental Property Registration Fee**

The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be as indicated in the fee schedule as established by resolution of the City of Lancaster shall be charged for compliance with this article.

**Sec. 6.12.009                      Penalty**

Any person, firm, corporation 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 offence.

**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 shall be judged 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 valid or unconstitutional.

**SECTION 4.** Any person, firm, corporation 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 offence.

**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** and approved by the City Council of the City of Lancaster, Texas on this the 13<sup>th</sup> day of June, 2016.

**ATTEST:**

**APPROVED:**

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

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

**APPROVED AS TO FORM:**

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

## LANCASTER CITY COUNCIL

### City Council Regular Meeting

### Item 6.

**Meeting Date:** 06/13/2016

**Policy Statement:** This request supports the City Council 2015-2016 Policy Agenda

**Goal(s):** Financially Sound, City Government

**Submitted by:** Fabrice Kabona, Assistant to the City Manager

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#### **Agenda Caption:**

Consider a resolution authorizing Dallas County to resell 908 Lancaster-Hutchins Rd, a tax foreclosed property, by public or private sell, to the highest qualified purchaser, as provided by Section 34.05 of the Texas Property Tax Code.

#### **Background:**

Following a judgment of the District Court of Dallas County, a parcel of land was offered for sell at a public auction for foreclosure of the tax liens, securing payment of delinquent property taxes, accrued penalty and interest, and court costs. This parcel is in the City of Lancaster. This parcel did not receive sufficient bid as set by law and was struck off to the City of Lancaster as follows:

- 908 Lancaster Hutchins Rd.

Dallas County has received an offer of said foreclosed property and is preparing for the resell of this property, which is now in the ownership of the taxing authorities. Pursuant to Section 34.05(a) of the Tax Code, Dallas County is requesting the City of Lancaster's consent to sell said property to the highest qualified purchaser, by either public or private sale.

The sell of said property will bring it back onto the City of Lancaster's tax roll, increasing the tax base and often recouping portions of delinquent taxes due as a result of judgments.

#### **Operational Considerations:**

As trustee for the City of Lancaster, Dallas County will coordinate the public or private sell of the tax foreclosed property.

The City may recoup some of its back taxes, and the property will be placed back on the tax rolls and we will begin to receive tax revenue. At this time, the City is receiving no tax revenue from this parcel. The City of Lancaster retains responsibility for the maintenance of all struck off properties until sold.

#### **Legal Considerations:**

Dallas County handles all legal matters associated with the public or private sell process. The resolution authorizing the resell has been reviewed and approved as to form by the City Attorney.

**Public Information Considerations:**

Dallas County is responsible for all applicable legal notices required under the Texas Property Code for the public sell of tax foreclosed properties. This item is being considered at a regular meeting of the City Council noticed in accordance with the Texas Open Meetings Act.

**Options/Alternatives:**

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

**Recommendation:**

Staff recommends approval of the resolution as presented.

**Financial Considerations:**

The judgment at the time of strike off was as follows:

- 908 Lancaster Hutchins Road: \$22,990

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**Attachments**

Resolution

Map

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**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, AUTHORIZING DALLAS COUNTY TO RESELL TAX FORECLOSED PROPERTIES BY PUBLIC OR PRIVATE SELL, TO THE HIGHEST QUALIFIED PURCHASER, AS PROVIDED BY SECTION 34.05 OF THE TEXAS PROPERTY TAX CODE.**

**WHEREAS**, this matter was briefed to the Lancaster City Council ("City Council") on June 13, 2016 wherein the City Council agreed to use this form of Resolution to provide the County of Dallas consent to sell specific properties to the highest qualified purchaser by public or private sale; and

**WHEREAS**, several parcels of land were offered for sale by the Sheriff of Dallas County, Texas, at public auction pursuant to a judgment of the District Court of Dallas County, Texas, for foreclosure of the tax liens securing payment of delinquent property taxes, accrued penalty and interest, and court costs; and

**WHEREAS**, those parcels of land which did not receive a sufficient bid as set by law were struck off to the County of Dallas, the City of Lancaster and Lancaster Independent School District (Taxing Authorities) pursuant to Section 34.01(j) of the Property Tax Code; and

**WHEREAS**, by this resolution, the County of Dallas, as Trustee for itself and the other Taxing Authorities is authorized to resell these struck off parcels of land, which did not receive a sufficient bid as set by law and to execute quitclaim deeds for said parcels conveying the right, title, and interest acquired or held by the City of Lancaster as a party to the judgment foreclosing tax liens, and

**WHEREAS**, the City of Lancaster desires to resell said parcel(s) in an expeditious manner pursuant to Section 34.05 of the Property Tax Code.

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

**SECTION 1.** The City does hereby provide specific authorization to the County of Dallas to act as Trustee to offer for sell by public or private sell the parcels of land shown in Exhibit "A," attached hereto and made a part hereof and the Lancaster City Council does hereby consent to the sell of said parcels to the highest purchaser, even if the amount tendered is less than the market value of the land specified in the judgment of foreclosure or the total amount of the judgment against the property in compliance with Section 34.05(i) of the Texas Property Tax Code, or for an amount equal to or greater than its current market value as shown by the most recent certified appraisal role, if the sum of the amount of the judgment plus post-judgment taxes, penalties, and interest owing against the property exceeds the market value in compliance with Section 34.05(j) of the Texas Property Tax Code, and each taxing unit entitled to receive proceeds of the sell consents to the sell for that amount.

**SECTION 2.** This Resolution shall take effect immediately from and after its passage in accordance with the provisions of the law.

**DULY PASSED** and approved by the City Council of the City of Lancaster, Texas, on this the 13th day of June, 2016.

**ATTEST:**

**APPROVED:**

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Sorangel O. Arenas, City Secretary

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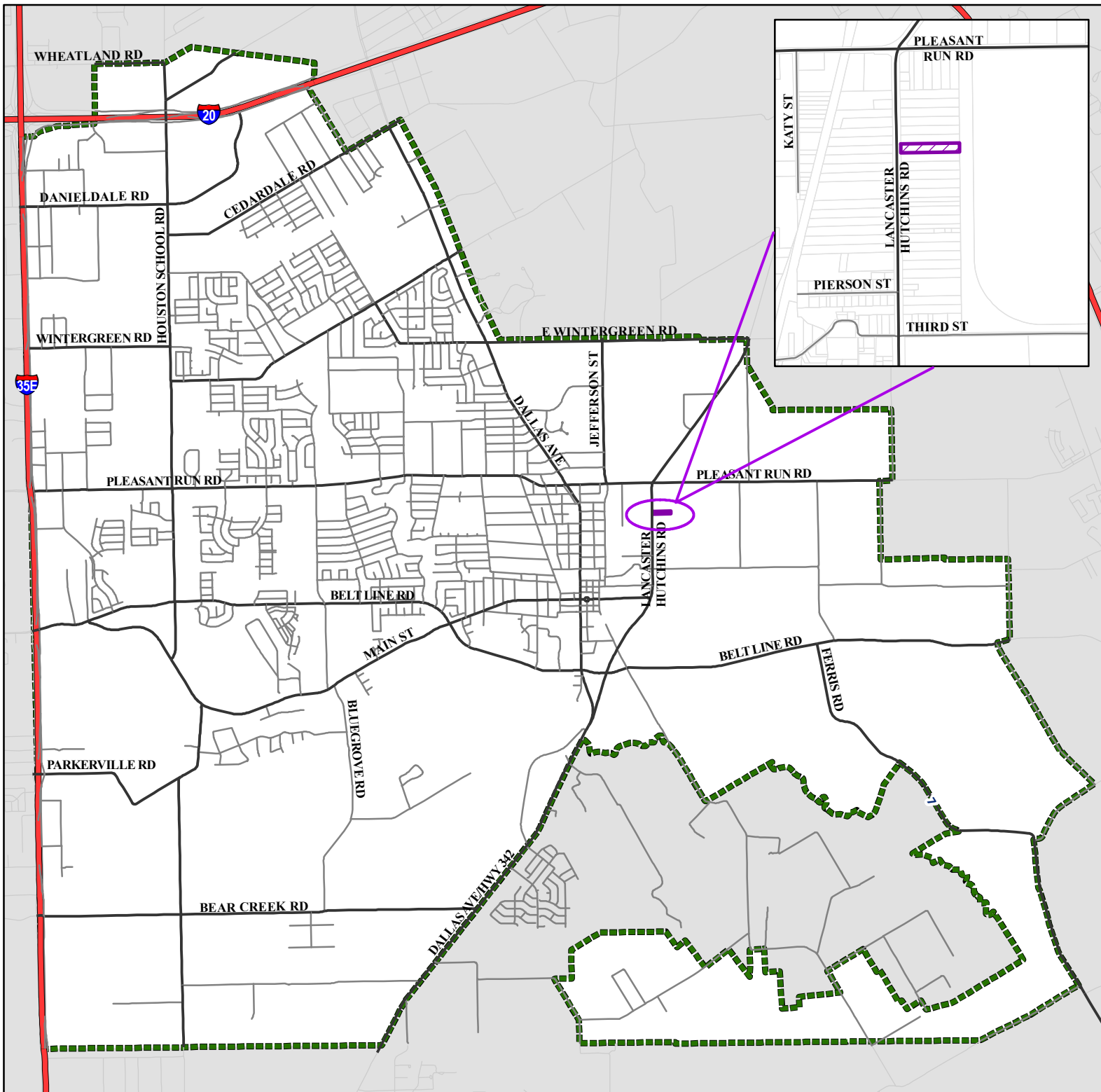
Marcus E. Knight, Mayor

**APPROVED AS TO FORM:**



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Robert E. Hager, City Attorney

# City of Lancaster 908 Lancaster Hutchins Rd



## Legend

-  Proposed Property
-  City Limits



0 0.375 0.75 1.5 Miles

date: 5/5/2016

## LANCASTER CITY COUNCIL

### City Council Regular Meeting

Item 7.

**Meeting Date:** 06/13/2016

**Policy Statement:** This request supports the City Council 2015-2016 Policy Agenda

**Goal(s):** Financially Sound, City Government

**Submitted by:** Fabrice Kabona, Assistant to the City Manager

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#### **Agenda Caption:**

Discuss and consider an ordinance amending Chapter 1, Article 1, Section 1.01.009 of the Lancaster Code of Ordinance General Penalty for Violations of Code to increase fine and charges assessed for illegal dumping.

#### **Background:**

During the 84<sup>th</sup> legislative session, H.B. 274 by Rep. Miles and Lucio passed, increasing the maximum fine for violation illegal dumping from \$2,000 to \$4,000, and adjusting the jurisdiction threshold accordingly.

This item is presented to amend the city ordinance to reflect the statutory limits by amending Chapter 1, Article 1, Section 1.01.009 of the Code Ordinance which establishes the penalty.

#### **Operational Considerations:**

This will increase the maximum fine for illegal dumping related violations from \$2,000.00 to \$4,000.00.

#### **Legal Considerations:**

The City Attorney has reviewed and approved the ordinance as to form.

#### **Public Information Considerations:**

This item is being considered at a meeting of the City Council noticed in accordance with the Texas Open Meetings Act.

#### **Options/Alternatives:**

1. Approve the ordinance as presented.
2. Deny the ordinance.

#### **Recommendation:**

Staff recommends approval of the ordinance as presented.

#### **Attachments**

Ordinance

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**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 1, "GENERAL PROVISIONS", ARTICLE 1.01 "CODE OF ORDINANCES", SECTION 1.01.009 "GENERAL PENALTY FOR VIOLATIONS OF CODE; CONTINUING VIOLATIONS", TO INCREASE THE FINE OR PENALTY FOR A VIOLATION OF A RULE, ORDINANCE, OR POLICY THAT GOVERNS THE DUMPING OF REFUSE TO AN AMOUNT NOT TO EXCEED FOUR THOUSAND DOLLARS (\$4,000); PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the 84th Legislature authorized an increase of the maximum fine for the illegal dumping of refuse;

**WHEREAS**, the City of Lancaster desires to increase the maximum fine or penalty under the code of ordinances as permitted by State law.

**WHEREAS**, the City Council has determined that an increased fine for illegal dumping of refuse will act as a deterrent and provide a source of funds to combat the environmental effects of illegal disposal of refuse;

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

**SECTION 1.** That Chapter 1, General Provisions, Article 1.01 Code of Ordinances Section 1.01.009 (b) be amended by adding a new subsections (1) and (2) to hereby read as follows: "CHAPTER ONE GENERAL PROVISIONS ARTICLE 1.01 – CODE OF ORDINANCES ..... Sec. 1.01.009 General Penalty for violations of code; continuing violations (a) ..... (b) (1) A fine or penalty for the violation of a rule, ordinance or police regulation that governs fire safety, zoning or public health and sanitation, other than dumping of refuse, may not exceed two thousand dollars (\$2,000.00) (2) A fine or penalty for a violation of a rule, ordinance or policy regulation that governs the dumping of refuse, may not exceed four thousand dollars (\$4,000.00) ....."

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

**SECTION 3.** That should any word, phrase, paragraph, section or phrase of this ordinance or of the Code of Ordinances, as amended hereby, be held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be unconstitutional, illegal or invalid, and shall not affect the validity of the Code of Ordinances as a whole.

**SECTION 4.** An offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

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

**DULY PASSED** and approved by the City Council of the City of Lancaster, Texas, on this the 13th day of June, 2016.

**ATTEST:**

**APPROVED:**

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Sorangel O. Arenas, City Secretary

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Marcus E. Knight, Mayor

**APPROVED AS TO FORM:**

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Robert E. Hager, City Attorney

## LANCASTER CITY COUNCIL

### City Council Regular Meeting

### Item 8.

**Meeting Date:** 06/13/2016

**Policy Statement:** This request supports the City Council 2015-2016 Policy Agenda

**Goal(s):** Financially Sound, City Government

**Submitted by:** Fabrice Kabona, Assistant to the City Manager

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#### **Agenda Caption:**

Consider an ordinance amending Ordinance 2016-03-03 granting a franchise agreement for the collection and removal of commercial solid waste and recycling to Republic Waste Services of Texas Ltd., by amending Section 1.

#### **Background:**

On March 3, 2016, the Lancaster City Council approved an ordinance granting Republic Waste Services the right to collect, haul, or transport recyclables, solid waste or industrial waste from commercial properties within the City of Lancaster.

This is a request to amend Section 1 of the ordinance to limit Republic Waste Services to collecting recyclables and solid waste from industrial premises and development projects only within the City. Our Solid Waste provider has exclusive authority for commercial development with the corporate limits.

In accordance with the City of Lancaster's Home Rule Charter, Article X, Section 10.01 "Grant of Franchise", this franchise will be read in full at two regular council meetings prior to being approved by council.

#### **Operational Considerations:**

Republic Waste Services of Texas Ltd. provides hauling of commercial solid, industrial waste, and recycling. This franchise will allow them to do business in the City of Lancaster for a period of five years, unless the franchise is cancelled. In addition, Republic Waste Services of Texas Ltd. agrees to carry certain insurance policies for worker's compensation, automobile and public liability in which the City shall be named as additional insured.

#### **Legal Considerations:**

The City Attorney has reviewed and approved as to form the franchise agreement and ordinance.

#### **Public Information Considerations:**

This item is being considered at a regular meeting of the City Council noticed in accordance with the Texas Open Meetings Act.

#### **Options/Alternatives:**

1. City Council will read this item into record and place on the agenda of the next regular meeting for reading and consideration.
2. City Council may deny the amendment.

**Recommendation:**

Staff recommends council read the item into record and place on the next regular meeting for reading and consideration.

**Financial Considerations:**

A street use fee of ten percent (10%) of the gross revenue collected from customers within the City limits by Republic Waste Services of Texas Ltd. will be collected on a monthly basis.

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**Attachments**

Ordinance

Franchise Application

Ordinance 2016-03-03

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## ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, GRANTING TO REPUBLIC WASTE SERVICES OF TEXAS LTD., ITS SUCCESSORS AND ASSIGNS, AN AMENDED RIGHT, PRIVILEGE, AND FRANCHISE FOR THE TERM OF FIVE (5) YEARS TO USE THE PUBLIC STREETS, HIGHWAYS, OR THOROUGHFARES WITHIN THE CITY FOR THE PURPOSE OF ENGAGING IN THE BUSINESS OF COLLECTING AND TRANSPORTING SOLID WASTE AND RECYCLABLE MATERIALS FROM INDUSTRIAL PREMISES AND DEVELOPMENT PROJECTS WITHIN THE CITY; PROVIDING A STREET USE FEE; PROVIDING INSURANCE REQUIREMENTS; PROVIDING FOR CANCELLATION UPON THIRTY (30) DAY WRITTEN NOTICE; PROVIDING FOR DELAYS; PROVIDING FOR NOTICES; PROVIDING FOR ASSIGNMENT BY WRITTEN APPROVAL OF THE CITY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Republic Waste Services of Texas Ltd. (hereinafter "Company") desires to provide for the collection, removal and disposal of solid waste (recyclable materials) generated industrial businesses and development projects in the City; and

**WHEREAS**, Company has made application to the City requesting a franchise be granted permitting Company the use of public streets, highways, and thoroughfares within the City of Lancaster for the purposes of performing such services; and

**WHEREAS**, the City Council desires to grant to Company the right, privilege, and franchise for the term of five years to use the public streets, highways, and/or thoroughfares with the City for the purpose of engaging; and

**WHEREAS**, the City Council has previously granted a franchise and has now determined that it should be amended to industrial and development project municipal solid waste.

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

**SECTION 1.** That the City Council hereby grants to Republic Waste Services of Texas Ltd., its successors and assigns, the right, privilege and franchise for the term of five (5) years to use the public streets, highways and/or thoroughfares within the City for the purpose of engaging in the business of collecting and transporting solid waste and recyclable materials from industrial premises and development projects within the City. This Franchise shall include and incorporate by reference the contents of Article 13.1400 of the City's Code of Ordinances regulating solid waste removal.

**SECTION 2.** That Company shall remit on the 15th day of each month a street use fee of ten (10%) percent of the gross revenue collected from customers within the City limits of Lancaster. City reserves the right to audit Company's records at any time with seven (7) days prior notice.

**SECTION 3.** That Company shall assume the risk of loss or injury to property or persons arising from any of its operations under this franchise and agrees to indemnify and hold harmless City from all claims, demands, suits, judgments, costs or expenses, including expenses of litigation and attorney's fees arising from any such loss or injury. Company agrees to carry insurance during the entire term of this franchise as follows: (a) Worker's compensation insurance covering all employees of such franchisee engaged in any operation covered by this ordinance. (b) Automobile and public liability insurance in amounts not less than those established as maximum recovery limits under the TEXAS CIVIL PRACTICE & REMEDIES CODE, or in accordance with any contract with the City, whichever is higher. Such policies of insurance shall be issued by companies authorized to conduct business in the State of Texas, and shall name the City as an additional insured. Certificates evidencing such insurance contracts shall be deposited with the City. The policy limits provided herein shall change in accordance with the provisions for maximum liability under the TEXAS CIVIL PRACTICE & REMEDIES CODE and the laws of the State of Texas relating to worker's compensation insurance.

**SECTION 4.** That this franchise may be cancelled by either party, with or without cause, at any time, upon thirty (30) days notice in writing, delivered by registered mail or in person. All written notices described herein shall be sent certified mail, postage prepaid, and addressed as follows: If to the City: City of Lancaster, ATTN: City Manager, P. O. Box 940, Lancaster, Texas 75146-0946 and if to the Company: If to the Company: Republic Waste Services, Ltd., ATTN: Gregg Brummer, 1450 E. Cleveland Street, Hutchins, TX 75141.

**SECTION 5.** That in the event that either party is delayed or hindered in or prevented from the performance of any required act by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, war or other reason of a similar nature not the fault of the party delayed in performing work or doing acts required under this ordinance, then performance of that act shall be excused for the period of the delay and the period for the performance of that act shall be extended for an equivalent period.

**SECTION 6.** That no assignment of this franchise shall be valid or binding unless the assignment is in writing approved by the City of Lancaster.

**SECTION 7.** That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

**SECTION 8.** This Ordinance shall take effect immediately from and after its passage, as the law and charter in such cases provide and shall expire at midnight on March 16, 2021 at 12:01am.

**DULY PASSED** and approved by the City Council of the City of Lancaster, Texas, on this the 13th day of June, 2016.

**ATTEST:**

**APPROVED:**

---

Sorangel O. Arenas, City Secretary

---

Marcus E. Knight, Mayor

**APPROVED AS TO FORM:**

---

Robert E. Hager, City Attorney



CITY OF LANCASTER  
**SOLID WASTE HAULERS**  
**Franchise Application**



Solid waste franchise fee is 10% of the gross revenue collected from customers within the City limits of Lancaster. The payment is made monthly on the fifteenth of each month. The payment must be accompanied with the City's monthly report form.

This permit allows a company to use the public streets, highways, or thoroughfares within the City of Lancaster for the purpose of engaging in the business of collecting and transporting solid waste and recyclable materials from commercial and industrial premises and development projects within the City.

Please complete the following information and return to the City Secretary's Office, 211 N. Henry St., Lancaster, Texas, 75146. This franchise, if approved by City Council, shall expire on February 25, 2021.

Business Name: Republic Waste Services of Texas, Ltd.

Owner's (President, CEO, etc.) Name: Gregg Brummer

Title: Area President

Representative's Name: Kevin Flanagan

Title: General Manager

Location Address: (City) Hutchins (State) TX (Zip) 75141

Mailing Address: (City) Hutchins (State) TX (Zip) 75141

Phone Number: 972-338-2550

Type of Business: Waste and Recycling Collection

Is the business a: Corporation X Association \_\_\_\_\_ Partnership \_\_\_\_\_

Other (name the type) \_\_\_\_\_

Authorized Signature: [Signature]

Date: 2-26-16

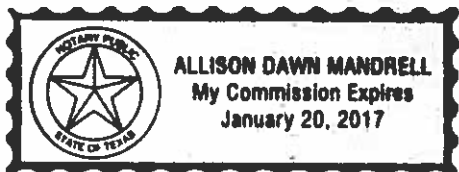
I Kevin Flanagan, as General Manager of RWS Hutchins, TX  
(Owner's Name) (Title) (Company Name)  
understand and agree to the terms of this franchise. I assign Robyn Mota  
(Name)  
as representative of Republic Services - Hutchins in dealing with the requirements  
(Company Name)  
of this permit.

---

State of Texas  
County of Dallas

Before me, a notary public, on this day personally appeared Kevin Flanagan  
known to me to be the person whose name is subscribed to the foregoing document and,  
being by me first duly sworn, declared that the statements therein are true and correct.  
Given under my hand and seal of office this 26th day of February, 2016.

Allison Dawn Mandrell  
Notary Public Signature



CITY OF LANCASTER

§  
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§  
§

**SOLID WASTE DISPOSAL FRANCHISE  
AGREEMENT**

COUNTY OF DALLAS

THIS AGREEMENT is made and entered into this 14th day of March, 2016 by and between the City of Lancaster, Texas (hereinafter "City") and Republic Services (hereinafter "Company").

**WITNESSETH:**

**WHEREAS**, the City desires to enter into an agreement providing for the disposal of solid waste and recycling generated by businesses in the City; and

**WHEREAS**, the Company desires to enter into a franchise agreement (hereinafter "Franchise") with the City to provide for the collection and removal of solid waste and recycling;

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the City and Company agrees as follows:

1. This Franchise shall be effective as of the first day of April, 2016 and shall continue in effect for a period of five (5) years. This Franchise shall include and incorporate by reference the contents of Article 13.1400 of the City's Code of Ordinances regulating solid waste removal.

2. Company shall remit on the fifteenth day of each month a street use fee of ten (10) percent of the gross revenue billed from customers within the City limits of Lancaster. City reserves the right to audit Company's records at any time with seven days prior notice.

3. Company shall assume the risk of loss or injury to property or persons arising from any of its operations under this franchise and agrees to indemnify and hold harmless City from all claims, demands, suits, judgments, costs or expenses, including expenses of litigation and attorney's fees arising from any such loss or injury. Company agrees to carry insurance during the entire term of this agreement as follows:

(a) Worker's compensation insurance covering all employees of such franchisee engaged in any operation covered by this agreement.

(b) Automobile and public liability insurance in amounts not less than those established as maximum recovery limits under the Texas Civil Practice and Remedies Code, or in accordance with any contract with the city, whichever is higher.

Such policies of insurance shall be issued by companies authorized to conduct business in the State of Texas, and shall name the city as an additional insured. Certificates evidencing such insurance contracts shall be deposited with the city. The policy limits provided herein shall change in accordance with the provisions for maximum liability under the Texas Civil Practice and Remedies Code and the laws of the State of Texas relating to worker's compensation insurance.

4. This Franchise may be cancelled by either party, with or without cause, at any time, upon thirty (30) days' notice in writing delivered by registered mail or in person.

5. In the event that either party is delayed or hindered in or prevented from the performance of any required act by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, war or other reason of a similar nature not the fault of the party delayed in performing work or doing acts required under the terms of this agreement, then performance of that act shall be excused for the period of the delay and the period for the performance of that act shall be extended for an equivalent period.

6. All written notices described herein shall be mailed certified, and addressed to:

If to the CITY:  
City Manager  
City of Lancaster  
P. O. Box 940  
Lancaster, Texas 75146-0946

If to the Company:

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

7. No assignment of this Franchise shall be valid or binding unless the assignment is in writing approved by the City of Lancaster.

8. This Franchise contains all the terms and conditions agreed on by the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Franchise, shall be deemed to exist or to bind any of the parties.

9. This Franchise shall be executed in duplicate by the parties, each to have the full force and effect of an original for all purposes.

**IN WITNESS WHEREOF**, that parties hereto have executed this **FRANCHISE** as of the day and year first written above.

Republic Services  
(company name)

By:   
(authorized agent signature)

Kevin Flanagan  
(print name)

Its: General Manager  
(title)

City of Lancaster, Texas

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**ORDINANCE NO. 2016-03-03**

**AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, GRANTING TO REPUBLIC WASTE SERVICES OF TEXAS LTD., ITS SUCCESSORS AND ASSIGNS, THE RIGHT, PRIVILEGE, AND FRANCHISE FOR THE TERM OF FIVE (5) YEARS TO USE THE PUBLIC STREETS, HIGHWAYS, OR THOROUGHFARES WITHIN THE CITY FOR THE PURPOSE OF ENGAGING IN THE BUSINESS OF COLLECTING AND TRANSPORTING SOLID WASTE AND RECYCLABLE MATERIALS FROM INDUSTRIAL PREMISES AND DEVELOPMENT PROJECTS WITHIN THE CITY; PROVIDING A STREET USE FEE; PROVIDING INSURANCE REQUIREMENTS; PROVIDING FOR CANCELLATION UPON THIRTY (30) DAY WRITTEN NOTICE; PROVIDING FOR DELAYS; PROVIDING FOR NOTICES; PROVIDING FOR ASSIGNMENT BY WRITTEN APPROVAL OF THE CITY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Republic Waste Services of Texas Ltd. (hereinafter "Company") desires to provide for the collection, removal and disposal of solid waste (recyclable materials) generated by industrial businesses and development projects in the City; and

**WHEREAS**, Company has made application to the City requesting a franchise be granted permitting Company the use of public streets, highways, and thoroughfares within the City of Lancaster for the purposes of performing such services; and

**WHEREAS**, the City Council desires to grant to Company the right, privilege, and franchise for the term of five years to use the public streets, highways, and/or thoroughfares with the City for the purpose of engaging ;

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

**SECTION 1.** That the City Council hereby grants to Republic Waste Services of Texas Ltd., its successors and assigns, the right, privilege and franchise for the term of five (5) years to use the public streets, highways and/or thoroughfares within the City for the purpose of engaging in the business of collecting and transporting solid waste and recyclable materials from commercial and industrial premises and development projects within the City. This Franchise shall include and incorporate by reference the contents of Article 13.1400 of the City's Code of Ordinances regulating solid waste removal.

**SECTION 2.** That Company shall remit on the 15<sup>th</sup> day of each month a street use fee of ten (10%) percent of the gross revenue collected from customers within the City limits of Lancaster. City reserves the right to audit Company's records at any time with seven (7) days prior notice.

**SECTION 3.** That Company shall assume the risk of loss or injury to property or persons arising from any of its operations under this franchise and agrees to indemnify and hold harmless City from all claims, demands, suits, judgments, costs or expenses,



including expenses of litigation and attorney's fees arising from any such loss or injury. Company agrees to carry insurance during the entire term of this franchise as follows:

- (a) Worker's compensation insurance covering all employees of such franchisee engaged in any operation covered by this ordinance.
- (b) Automobile and public liability insurance in amounts not less than those established as maximum recovery limits under the TEXAS CIVIL PRACTICE & REMEDIES CODE, or in accordance with any contract with the City, whichever is higher.

Such policies of insurance shall be issued by companies authorized to conduct business in the State of Texas, and shall name the City as an additional insured. Certificates evidencing such insurance contracts shall be deposited with the City. The policy limits provided herein shall change in accordance with the provisions for maximum liability under the TEXAS CIVIL PRACTICE & REMEDIES CODE and the laws of the State of Texas relating to worker's compensation insurance.

**SECTION 4.** That this franchise may be cancelled by either party, with or without cause, at any time, upon thirty (30) days notice in writing, delivered by registered mail or in person. All written notices described herein shall be sent certified mail, postage prepaid, and addressed as follows:

If to the City:

City of Lancaster  
ATTN: City Manager  
P. O. Box 940  
Lancaster, Texas 75146-0946

If to the Company:

Republic Waste Services of Texas Ltd.  
ATTN:

**SECTION 5.** That in the event that either party is delayed or hindered in or prevented from the performance of any required act by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, war or other reason of a similar nature not the fault of the party delayed in performing work or doing acts required under this ordinance, then performance of that act shall be excused for the period of the delay and the period for the performance of that act shall be extended for an equivalent period.

**SECTION 6.** That no assignment of this franchise shall be valid or binding unless the assignment is in writing approved by the City of Lancaster.

**SECTION 7.** That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

**SECTION 8.** This Ordinance shall take effect immediately from and after its passage, as the law and charter in such cases provide.

**DULY PASSED** by the City Council of the City of Lancaster, Texas, on the 14<sup>th</sup> day of March, 2016.

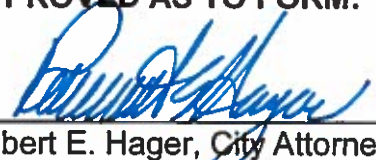
**ATTEST:**

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

**APPROVED:**

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

**APPROVED AS TO FORM:**

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



CITY OF LANCASTER  
**SOLID WASTE HAULERS**  
Franchise Application



Solid waste franchise fee is 10% of the gross revenue collected from customers within the City limits of Lancaster. The payment is made monthly on the fifteenth of each month. The payment must be accompanied with the City's monthly report form.

This permit allows a company to use the public streets, highways, or thoroughfares within the City of Lancaster for the purpose of engaging in the business of collecting and transporting solid waste and recyclable materials from commercial and industrial premises and development projects within the City.

Please complete the following information and return to the City Secretary's Office, 211 N. Henry St., Lancaster, Texas, 75146. This franchise, if approved by City Council, shall expire on February 25, 2021.

Business Name: Republic Waste Services of Texas, Ltd.

Owner's (President, CEO, etc.) Name: Gregg Brummer

Title: Area President

Representative's Name: Kevin Flanagan

Title: General Manager

Location Address: (City) Hutchins (State) TX (Zip) 75141

Mailing Address: (City) Hutchins (State) TX (Zip) 75141

Phone Number: 972-338-2550

Type of Business: Waste and Recycling Collection

Is the business a: Corporation X Association \_\_\_\_\_ Partnership \_\_\_\_\_

Other (name the type) \_\_\_\_\_

Authorized Signature: [Signature]

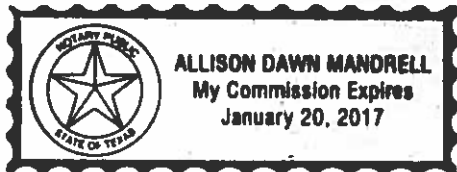
Date: 2-26-16

I Kevin Flanagan, as General Manager of RWS Hutchins, TX  
(Owner's Name) (Title) (Company Name)  
understand and agree to the terms of this franchise. I assign Robyn Mota  
(Name)  
as representative of Republic Services - Hutchins in dealing with the requirements  
(Company Name)  
of this permit.

State of Texas  
County of Dallas

Before me, a notary public, on this day personally appeared Kevin Flanagan  
known to me to be the person whose name is subscribed to the foregoing document and,  
being by me first duly sworn, declared that the statements therein are true and correct.  
Given under my hand and seal of office this 26th day of February, 2016.

Allison Dawn Mandrell  
Notary Public Signature



CITY OF LANCASTER

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§

**SOLID WASTE DISPOSAL FRANCHISE  
AGREEMENT**

COUNTY OF DALLAS

THIS AGREEMENT is made and entered into this 14th day of March, 2016 by and between the City of Lancaster, Texas (hereinafter "City") and Republic Services (hereinafter "Company").

**WITNESSETH:**

**WHEREAS**, the City desires to enter into an agreement providing for the disposal of solid waste and recycling generated by businesses in the City; and

**WHEREAS**, the Company desires to enter into a franchise agreement (hereinafter "Franchise") with the City to provide for the collection and removal of solid waste and recycling;

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the City and Company agrees as follows:

1. This Franchise shall be effective as of the first day of April, 2016 and shall continue in effect for a period of five (5) years. This Franchise shall include and incorporate by reference the contents of Article 13.1400 of the City's Code of Ordinances regulating solid waste removal.

2. Company shall remit on the fifteenth day of each month a street use fee of ten (10) percent of the gross revenue billed from customers within the City limits of Lancaster. City reserves the right to audit Company's records at any time with seven days prior notice.

3. Company shall assume the risk of loss or injury to property or persons arising from any of its operations under this franchise and agrees to indemnify and hold harmless City from all claims, demands, suits, judgments, costs or expenses, including expenses of litigation and attorney's fees arising from any such loss or injury. Company agrees to carry insurance during the entire term of this agreement as follows:

(a) Worker's compensation insurance covering all employees of such franchisee engaged in any operation covered by this agreement.

(b) Automobile and public liability insurance in amounts not less than those established as maximum recovery limits under the Texas Civil Practice and Remedies Code, or in accordance with any contract with the city, whichever is higher.

Such policies of insurance shall be issued by companies authorized to conduct business in the State of Texas, and shall name the city as an additional insured. Certificates evidencing such insurance contracts shall be deposited with the city. The policy limits provided herein shall change in accordance with the provisions for maximum liability under the Texas Civil Practice and Remedies Code and the laws of the State of Texas relating to worker's compensation insurance.

4. This Franchise may be cancelled by either party, with or without cause, at any time, upon thirty (30) days' notice in writing delivered by registered mail or in person.

5. In the event that either party is delayed or hindered in or prevented from the performance of any required act by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, war or other reason of a similar nature not the fault of the party delayed in performing work or doing acts required under the terms of this agreement, then performance of that act shall be excused for the period of the delay and the period for the performance of that act shall be extended for an equivalent period.

6. All written notices described herein shall be mailed certified, and addressed to:

If to the CITY:  
City Manager  
City of Lancaster  
P. O. Box 940  
Lancaster, Texas 75146-0946

If to the Company:

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

7. No assignment of this Franchise shall be valid or binding unless the assignment is in writing approved by the City of Lancaster.

8. This Franchise contains all the terms and conditions agreed on by the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Franchise, shall be deemed to exist or to bind any of the parties.

9. This Franchise shall be executed in duplicate by the parties, each to have the full force and effect of an original for all purposes.

**IN WITNESS WHEREOF**, that parties hereto have executed this **FRANCHISE** as of the day and year first written above.

Republic Services  
(company name)

By: [Signature]  
(authorized agent signature)

Kevin Flanagan  
(print name)

Its: General Manager  
(title)

City of Lancaster, Texas

By: [Signature]  
Marcus E. Knight, Mayor

**ATTEST:**

[Signature]  
Sorangel O. Arenas, City Secretary

**APPROVED AS TO FORM:**

[Signature]  
Robert E. Hager, City Attorney

## LANCASTER CITY COUNCIL

### City Council Regular Meeting

### Item 9.

**Meeting Date:** 06/13/2016

**Policy Statement:** This request supports the City Council 2015-2016 Policy Agenda

**Goal(s):** Financially Sound, City Government

**Submitted by:** Fabrice Kabona, Assistant to the City Manager

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#### **Agenda Caption:**

Consider a resolution approving an Interlocal agreement with the North Central Texas Council of Government (NCTCOG) for reimbursement of Grant funds for the Litter and Illegal Dumping Cleanup project.

#### **Background:**

On December 14, 2015, the Lancaster City Council approved a resolution authorizing the filing of a grant application with NCTCOG, in an amount not to exceed \$156,451.00, for the FY2016/2017, Materials Management project.

The City of Lancaster has been awarded the reimbursable grant in the amount of \$153,838.00, for the Litter and Illegal Dumping Cleanups/Education project. All project expenses up to \$153,838.00, incurred during the term of this agreement, (from the date the agreement is signed until May 2017), will be fully reimbursed to the City.

This project falls under the Texas Commission on Environmental Quality (TCEQ), - Litter/Illegal Dumping Cleanup, and Community Collection Events category. The City of Lancaster requested funding, to assist in the expansion and enhancement of the current Solid Waste Services Program, notably having the ability to reduce illegal dumping, by purchasing a truck and trailer to collect illegally dumped brush/bulky items year-round throughout the city. The City of Lancaster will also expand the City's public education outreach efforts year-round with increased advertisements via brochures, newspaper ads, and mass mail-outs, to promote community cleanup events (Trash-Off), recycling, and educate citizens on the dangers of illegal dumping. When not in use, the truck and trailer will be with the Fleet Maintenance Department and will be used 100% for illegal dumping and community cleanup events.

The source of this grant provided by the Texas Commission on Environmental Quality (TCEQ), is the Solid Waste Disposal and Transportation Fees, as stated in Texas Health and Safety Code 361.013.

#### **Operational Considerations:**

The funding amount under this agreement shall not exceed \$153,838.00. All payments for necessary and reasonable actual allowable costs incurred during the term of the agreement ending on May 31, 2017, shall be on a reimbursement basis.

#### **Legal Considerations:**

The City Attorney has reviewed and approved as to form the attached contract agreement prepared by NCTCOG..



**Public Information Considerations:**

This item is being considered at a regular meeting of the City Council noticed in accordance with the Texas Open Meetings Act.

**Options/Alternatives:**

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

**Recommendation:**

Staff recommends approval of the resolution approving the Interlocal agreement with NCTCOG.

**Attachments**

Resolution

Grant Agreement

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**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT WITH THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS (NCTCOG) FOR REIMBURSEMENT OF GRANT FUNDS FOR THE LITTER AND ILLEGAL DUMPING CLEANUPS PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID INTERLOCAL AGREEMENT; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lancaster desires to enter into an interlocal agreement with North Central Texas Council of Government (NCTCOG) for the Litter and Illegal Dumping project;

**WHEREAS**, the City and NCTCOG, is of the opinion that participation in an Interlocal agreement will be highly beneficial to the taxpayers of the local government; and

**WHEREAS**, after discussion and consideration, the City Council has determined that it would be in the best interest of the City and its citizens to enter into such agreement.

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

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

**SECTION 2.** That the City Council of the City of Lancaster hereby authorizes the City Manager to execute said interlocal agreement with NCTCOG.

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

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

**SECTION 5.** That this Resolution shall take effect immediately from and after its passage, and it is duly resolved.

**DULY PASSED** and approved by the City Council of the City of Lancaster, Texas, on this the 13th day of June, 2016.

**ATTEST:**

**APPROVED:**

---

Sorangel O. Arenas, City Secretary

---

Marcus E. Knight, Mayor

**APPROVED AS TO FORM:**

---

Robert E. Hager, City Attorney

**Interlocal Agreement  
NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS and  
CITY OF LANCASTER**

**1. AGREEMENT PARTIES**

This Interlocal Agreement ("Agreement") is entered into by and between the parties named below. Neither the Texas Commission on Environmental Quality (TCEQ) nor the State of Texas is a party to this Agreement. This Agreement, including all Attachments, represents the entire Agreement between the parties.

Funding Agency: North Central Texas Council of Governments  
Herein referred to as: NCTCOG

Subrecipient: City of Lancaster  
Herein referred to as: SUBRECIPIENT

**2. PURPOSE**

The purpose of this Agreement is to define the scope of services for implementation of the provisions of §361.014(b) of the Texas Health and Safety Code, and the regional solid waste management plan goals and objectives.

**3. SERVICES**

For the Litter and Illegal Dumping Cleanups project, the SUBRECIPIENT shall complete all work as specified in this Agreement, all Attachments, and the Regional Solid Waste Grants Program Administrative Procedures. The following Attachments are attached and incorporated into this Agreement:

- Attachment A – Work Program and Schedule of Deliverables
- Attachment B – Project Budget and Detailed Cost Sheets
- Attachment C – Supplemental Funding Standards
- Attachment D – Funding Agency Requirements for Implementation Projects
- Attachment E – Reporting Forms and Deadlines

The SUBRECIPIENT shall be responsible for the professional quality, technical accuracy, timely completion and the coordination of all services and other work furnished by the SUBRECIPIENT under this Agreement.

The SUBRECIPIENT shall perform such services as may be necessary to accomplish the work required under this Agreement, in accordance with the funding agency and contractual requirements and any and all applicable law. NCTCOG may require the SUBRECIPIENT to correct and revise any errors, omissions or other deficiencies in any reports or services provided by the SUBRECIPIENT to ensure that such reports and services fulfill the purposes of this Agreement. The SUBRECIPIENT shall make the required corrections or revisions without additional cost to NCTCOG.

Neither NCTCOG's review, approval or acceptance of, nor payment for any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement; and the SUBRECIPIENT shall be, and remain liable in accordance with applicable law for all damages to NCTCOG, including reasonable attorney's fees and court costs caused by the SUBRECIPIENT'S negligent performance of any of the services furnished under this Agreement.

The obligations of the SUBRECIPIENT under this Article are in addition to the SUBRECIPIENT'S other express or implied assurances under this Agreement or applicable law.

#### **4. TERM OF AGREEMENT**

This Agreement is effective on the date signed by the last party and shall terminate on August 31, 2017, unless terminated earlier as provided herein.

#### **5. AVAILABILITY OF FUNDS**

The source of the funds provided by the Texas Commission on Environmental Quality (TCEQ) is the Solid Waste Disposal and Transportation Fees, as stated in Texas Health and Safety Code 361.013. Due to demands upon that source for funds necessary to protect the health and safety of the public, it is possible that the funds contained in the Municipal Solid Waste Disposal Account, as proscribed in Texas Health and Safety Code 361.014(d), may be depleted or reduced prior to completion of this Agreement. The parties agree that all funding arranged under this Agreement is subject to sufficient funds in the Municipal Solid Waste Disposal Account.

This Agreement and all claims, suits or obligations arising under or related to this Agreement are subject to the receipt and availability of funds appropriate by the Texas Legislature for the purposes of this Agreement or the respective claim, suite or obligation, as applicable. In the event funding is not available, the parties further agree that NCTCOG has no further obligation to pay and SUBRECIPIENT has no further duty to perform under terms of this Agreement, and the agreement is terminated.

#### **6. REIMBURSEMENTS AND PAYMENTS**

The funding amount under this Agreement shall not exceed \$153,838.00 as detailed in Attachment B. All payments for necessary and reasonable actual allowable costs incurred during the term of the Agreement shall be on a reimbursement basis and comply with Attachment C and D. The following provisions apply to NCTCOG reimbursement of expenses:

- NCTCOG is not liable for expenses made in violation of Attachment C and D.
- NCTCOG is not liable to the SUBRECIPIENT for costs paid or performance rendered by SUBRECIPIENT before commencement of this Agreement or after termination of this Agreement.
- All costs must be incurred and paid by SUBRECIPIENT by May 31, 2017 in order to be eligible for reimbursement.
- NCTCOG is not liable for any costs paid by SUBRECIPIENT in the performance of this Agreement that have not been billed to NCTCOG by June 30, 2017.

The SUBRECIPIENT must submit a Request for Reimbursement Form at least quarterly (even if no funds were spent), but not more frequently than once a month. Except as specifically authorized by NCTCOG in writing, NCTCOG is liable only for expenditures made in compliance with the cost principles and administrative requirements set forth in this Agreement, stated guidelines, and applicable rules and regulations. Failure on the part of the SUBRECIPIENT to comply with the conditions set forth in this Agreement shall be the basis for termination of the Agreement and/or the revocation of any unexpended or inappropriately expended funds.

NCTCOG will review all materials and will not make a reimbursement payment unless all required items, including any past due progress reports or other forms, have been provided and are deemed to be accurate. NCTCOG will not reimburse or otherwise make payment for expenditures that are not authorized under this Agreement. If NCTCOG determines that an expenditure that was reimbursed is not an authorized expense, NCTCOG will request return and reimbursement of those funds from the SUBRECIPIENT or, where appropriate, the application of those funds to other authorized expense, and shall not provide any additional reimbursements to the SUBRECIPIENT until the funds are returned or are applied to other authorized expenses.

**Release of Claims.** As a condition of final payment or settlement, or both, the SUBRECIPIENT shall execute and deliver to NCTCOG a release of all claims against NCTCOG for payment under this Agreement.

## 7. TERMINATION

**Termination for Cause.** NCTCOG may, upon providing 10 days' written notice and the opportunity to cure to the SUBRECIPIENT, terminate this Agreement for cause if SUBRECIPIENT materially fails to comply with the Agreement including any one or more of the following acts or omissions: nonconforming work, or existence of a conflict of interest. Termination for cause does not prejudice NCTCOG's other remedies authorized by this Agreement or by law.

**Termination for Convenience.** NCTCOG may, upon providing 10 days' written notice to the SUBRECIPIENT, terminate this Agreement for convenience. Termination shall not prejudice any other right or remedy of NCTCOG or the SUBRECIPIENT. SUBRECIPIENT may request reimbursement for: conforming work and timely, reasonable costs directly attributable to termination as mutually agreed. SUBRECIPIENT shall not be paid for: work not performed, loss of anticipated profits or revenue, consequential damages or other economic loss arising out of or resulting from the termination.

If, after termination for cause by NCTCOG, it is determined that the SUBRECIPIENT had not materially failed to comply with the Agreement, the termination shall be deemed to have been for the convenience of NCTCOG.

Upon receipt of a termination notice the SUBRECIPIENT shall promptly discontinue all services affected (unless the notice directs otherwise); and deliver or otherwise make available to NCTCOG all data, drawings, specifications, reports, estimates, summaries, and such other information, materials, and equipment as may have been accumulated by the SUBRECIPIENT in performing this Agreement, whether completed or in progress.

## 8. NOTICES, PROJECT REPRESENTATIVES AND RECORDS LOCATION

**Representatives.** The individual(s) named below are the representatives of NCTCOG and the SUBRECIPIENT. They are authorized to give and receive communications and direction on behalf of NCTCOG and the SUBRECIPIENT as indicated below. All communications including official Agreement notices must be addressed to the appropriate representative or his or her designee.

**Changes in Representatives.** Either party may change its representative by unilateral amendment.

The NCTCOG Project Representative shall not be deemed to have authority to bind NCTCOG in Agreement unless NCTCOG's Executive Director has delegated that person to have such authority. The designated NCTCOG representative will provide direction to the SUBRECIPIENT on contractual and technical matters.

### Project Representative:

Erin Kelly, Environment & Development Planner  
North Central Texas Council of Governments  
Environment and Development Department  
P. O. Box 5888  
Arlington, Texas 76005-5888  
TEL: (817) 608-2360 FAX: (817) 695-9191  
Email: ekelly@nctcog.org

### Alternate Contact to Project Representative:

Soria Adibi, Environment & Development Planner  
North Central Texas Council of Governments  
Environment and Development Department  
P. O. Box 5888  
Arlington, Texas 76005-5888  
TEL (817) 608-2363 FAX (817) 695-9191  
Email: sadibi@nctcog.org

The SUBRECIPIENT hereby designates the individual(s) named below as the authorized personnel to receive direction from NCTCOG, to manage the work being performed, and to act on behalf of the SUBRECIPIENT as the Project Representative in contractual and technical matters:

Project Representative:

Fabrice Kabona, Assistant to the City Manager  
211 N. Henry St  
Lancaster, TX 75146  
TEL : 972-218-1324 FAX: 972-218-3605  
Email: fkabona@lancaster-tx.com

Alternate Contact to Project Representative:

Jermaine Sapp, Director of Equipment Services  
& Facilities  
521 E. third St.  
Lancaster, TX 75146  
TEL: 214-870-7838 FAX: 972-218-5639  
Email: jsapp@lancaster-tx.com

**Electronic Signatures.** Electronic signatures may be used for budget amendments, reports, and correspondence provided the owner of the electronic signature approves the use of their signature for that purpose.

**Records Location.** The SUBRECIPIENT designates the following (physical) location for record access and review pursuant to any applicable provision of this Agreement.

**City of Lancaster**

**211 N. Henry St  
Lancaster, TX 75146**

## **9. COMPLIANCE WITH APPLICABLE LAWS**

The activities funded under this Agreement, shall be in accordance with all provisions of this Agreement, all applicable state and local laws, rules, regulations, permits, and guidelines. The main governing standards include, but may not be limited to, the standards set forth in this Article.

- Chapters 361, 363, and 364 of the Texas Health and Safety Code
- Title 30 TAC Chapter 330, Subchapter O, TCEQ Rules
- Title 30 TAC Chapter 14, TCEQ Rules
- The Uniform Grant and Agreement Management Act, Texas Government Code, §§783.001 et. seq., and the Uniform Grant Management Standards, 1 TAC, §§5.141 - 5.167, (collectively, "UGMS").
- General Appropriations Act, 84<sup>th</sup> Regular Legislative session
- Pursuant to Chapter 391 of the Local Government Code, funds received under this Agreement may be expended only subject to the limitations and reporting requirements set forth in this Article.

## **10. AGREEMENT AMENDMENTS**

**Agreement Changes/Adjustments.** NCTCOG reserves the right, in its sole discretion, to unilaterally amend this Agreement throughout the term of this Agreement to incorporate any modifications necessary. The document may be changed or adjusted by written amendment and mutual agreement of both parties for Agreement changes. Agreement changes such as changes to project representative contacts, can be documented via electronic communications and agreement by both parties. Agreement changes such as: 1) an increase or decrease in the amount of compensation to the SUBRECIPIENT; 2) an extension or shortening of the term of the Agreement; 3) a significant change, as deemed by NCTCOG, in the scope of the Agreement or the services to be performed; or, 4) any action that is beyond the authority of NCTCOG's Executive Director, would require a written amendment to the Agreement signed by both parties.

**Budget Amendments.** The SUBRECIPIENT must receive written consent of the NCTCOG representative for any budget changes. Any budget changes that increases the total cost in Attachment B, and not to exceed payment amount in Article 6, requires an amendment to this Agreement.

## **11. PROGRESS REPORTING REQUIREMENTS**

The SUBRECIPIENT shall prepare and submit to NCTCOG quarterly progress, summary, and results reports in accordance with Attachment E. For any changes to the reporting due dates, the SUBRECIPIENT must obtain written prior approval for an extension from NCTCOG. All required reports may be submitted electronically to NCTCOG.

## **12. ADDITIONAL GENERAL TERMS AND CONDITIONS**

**No Debt against the State.** This Agreement is contingent on the continuing appropriation of funds. This Agreement shall not be construed to create debt against the State of Texas.

**UGMS.** Allowable Costs are restricted to costs that comply with the Texas Uniform Grant Management Standards (UGMS) and applicable state and federal rules and law. The parties agree that all the requirements of the UGMS apply to this Agreement, including the criteria for Allowable Costs. Additional federal requirements apply if this Agreement is funded, in whole or in part, with federal funds.

**No Interest for Delayed Payment.** Because the FUNDS RECIPIENT is not a vendor of goods and services within the meaning of Texas Government Code Chapter 2251, no interest is applicable in the case of late payments.

**Audit of Funds.** The SUBRECIPIENT understands that acceptance of funds under this Agreement acts as acceptance of the authority of the NCTCOG, or any successor agency, to conduct an audit or investigation in connection with those funds. SUBRECIPIENT further agrees to fully cooperate with NCTCOG or its successor in the conduct of the audit or investigation, including providing all records requested. SUBRECIPIENT shall ensure that this clause concerning the audit of funds accepted under this Agreement is included in any subcontract it awards.

**Financial Records.** SUBRECIPIENT shall establish and maintain financial records including records of costs of the Scope of Work in accordance with generally accepted accounting practices. Upon request SUBRECIPIENT shall submit records in support of reimbursement requests. SUBRECIPIENT shall allow access during business hours to its financial records by NCTCOG and state agencies for the purpose of inspection and audit. Financial records regarding this Agreement shall be retained for a period of three (3) years after date of submission of the final reimbursement request.

**Responsibility for the Scope of Work.** SUBRECIPIENT undertakes performance of the Scope of Work as its own project and does not act in any capacity on behalf of the NCTCOG nor as a NCTCOG agent or employee. SUBRECIPIENT agrees that the Scope of Work is furnished and performed at SUBRECIPIENT's sole risk as to the means, methods, design, processes, procedures and performance.

**Independent Contractor.** The parties agree that the SUBRECIPIENT is an independent contractor. Nothing in this Agreement shall create an employee-employer relationship between SUBRECIPIENT and NCTCOG. Nothing in this Agreement shall create a joint venture between NCTCOG and the SUBRECIPIENT.

**Responsibilities for Subcontractors.** The SUBRECIPIENT'S contractual costs must comply with allowable cost requirements. SUBRECIPIENTS who are governmental entities must engage in contractor selection on a competitive basis in accordance with their established policies or NCTCOG's procurement guidelines. All subcontracts awarded by the SUBRECIPIENT under this Agreement shall be in accordance with the (UGMS) and other applicable procurement laws. The SUBRECIPIENT shall be responsible for the management and fiscal monitoring of all subcontractors. The SUBRECIPIENT

shall ensure that all subcontractors comply with all provisions required by this Agreement. NCTCOG reserves the right to perform an independent audit of all subcontractors.

All acts and omissions of subcontractors, suppliers and other persons and organizations performing or furnishing any of the Scope of Work under a direct or indirect Agreement with SUBRECIPIENT shall be considered to be the acts and omissions of SUBRECIPIENT.

**No Third Party Beneficiary.** NCTCOG does not assume any duty to exercise any of its rights and powers under the Agreement for the benefit of third parties. Nothing in this Agreement shall create a contractual relationship between NCTCOG and any of the SUBRECIPIENT's subcontractors, suppliers or other persons or organizations with a contractual relationship with the SUBRECIPIENT.

**Time is of the Essence.** SUBRECIPIENT's timely performance is a material term of this Agreement.

**Delays.** Where SUBRECIPIENT's performance is delayed, except by Force Majeure or act of the NCTCOG, NCTCOG may withhold or suspend reimbursement, terminate the Agreement for cause, or enforce any of its other rights (termination for convenience may be effected even in case of Force Majeure or act of NCTCOG).

**Conflict of Interest.** SUBRECIPIENT shall have a policy governing disclosure of actual and potential conflicts of interests. Specifically, for work performed under this Agreement by SUBRECIPIENT or any related entity or individual, SUBRECIPIENT shall promptly disclose in writing to NCTCOG any actual, apparent, or potential conflicts of interest, including but not limited to disclosure of:

- i. Any consulting fees or other compensation paid to employees, officers, agents of SUBRECIPIENT, or members of their immediate families, or paid by subcontractors or subrecipients; or
- ii. Any organizational conflicts of interest between SUBRECIPIENT and its subcontractors or subrecipients under a subaward.

No entity or individual with any actual, apparent, or potential conflict of interest will take part in the performance of any portion of the Scope of Work, nor have access to information regarding any portion of the Scope of Work, without NCTCOG's written consent in the form of a unilateral amendment. SUBRECIPIENT agrees that NCTCOG has sole discretion to determine whether a conflict exists, and that a conflict of interest is grounds for termination of this Agreement.

**Quality and Acceptance.** All work performed under this Agreement must be complete and satisfactory in the reasonable judgment of the NCTCOG. All materials and equipment shall be handled in accordance with instructions of the applicable supplier, except as otherwise provided in the Agreement.

**Quality Assurance.** All work performed under this Agreement that involves the acquisition of environmental data will be performed in accordance with a TCEQ-approved Quality Assurance Project Plan (QAPP) meeting all applicable TCEQ and Environmental Protection Agency (EPA) requirements. Environmental data includes any measurements or information that describe environmental processes, location, conditions, ecological or health effects and consequences. Environmental data includes information collected directly from measurements, produced from models, and compiled from other sources such as databases or literature. No data collection or other work covered by this requirement will be implemented prior to SUBRECIPIENT's receipt of the QAPP signed by TCEQ and, if necessary, the EPA. Without prejudice to any other remedies available to TCEQ, TCEQ may refuse reimbursement for any environmental data acquisition performed prior to approval of a QAPP by TCEQ and, if necessary, the EPA. Also, without prejudice to any other remedies available to TCEQ,



SUBRECIPIENT's failure to meet the terms of the QAPP may result in TCEQ's suspension of associated activities and non-reimbursement of expenses related to the associated activities.

**Laboratory Accreditation.** Any laboratory data or analyses provided under this Agreement must be prepared by a laboratory that is accredited by TCEQ according to 30 Texas Administrative Code Chapter 25, subchapters A and B, unless TCEQ agrees in writing to allow one of the regulatory exceptions specified in 30 Texas Administrative Code Section 25.6.

**Third Party Intellectual Property.** Unless specifically modified in an amendment or waived in a unilateral amendment, SUBRECIPIENT must obtain all intellectual property licenses expressly required in the Scope of Work, or incident to the use or possession of any deliverable under the Agreement. SUBRECIPIENT shall obtain and furnish to NCTCOG and TCEQ: documentation on the use of such intellectual property, and a perpetual, irrevocable, enterprise-wide license to reproduce, publish, otherwise use, or modify such intellectual property and associated user documentation, and to authorize others to reproduce, publish, otherwise use, or modify such intellectual property for NCTCOG and TCEQ non-commercial purposes, and other purposes of the State of Texas.

**Grant of License.** SUBRECIPIENT grants to NCTCOG and TCEQ a nonexclusive, perpetual, irrevocable, enterprise-wide license to reproduce, publish, modify or otherwise use for any non-commercial NCTCOG or TCEQ purpose any preexisting intellectual property belonging to the SUBRECIPIENT that is incorporated into any new works created as part of the Scope of Work, intellectual property created under this Agreement, and associated user documentation.

**Insurance.** Unless prohibited by law, the SUBRECIPIENT shall require its contractors to obtain and maintain during the Agreement period adequate insurance coverage sufficient to protect the SUBRECIPIENT and the NCTCOG from all claims and liability for injury to persons and for damage to property arising from the Agreement. Unless specifically waived by the NCTCOG, sufficient coverage shall include Workers Compensation and Employer's Liability Insurance, Commercial Automobile Liability Insurance, and Commercial General Liability Insurance.

**Indemnification.** TO THE EXTENT AUTHORIZED BY LAW, THE SUBRECIPIENT SHALL REQUIRE ALL CONTRACTORS PERFORMING AGREEMENT ACTIVITIES ON BEHALF OF SUBRECIPIENT TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE NCTCOG AND SUBRECIPIENT AND THEIR OFFICERS, AND EMPLOYEES, FROM AND AGAINST ALL LOSSES, LIABILITIES, DAMAGES, AND OTHER CLAIMS OF ANY TYPE ARISING FROM THE PERFORMANCE OF AGREEMENT ACTIVITIES BY THE CONTRACTOR OR ITS SUBCONTRACTORS, SUPPLIERS AND AGENTS, INCLUDING THOSE ARISING FROM DEFECT IN DESIGN, WORKMANSHIP, MATERIALS, OR FROM INFRINGEMENT OF ANY PATENT, TRADEMARK OR COPYRIGHT; OR FROM A BREACH OF APPLICABLE LAWS, REGULATIONS, SAFETY STANDARDS OR DIRECTIVES. THIS COVENANT SURVIVES THE TERMINATION OF THE AGREEMENT.

**Payment of a Release.** Neither payment by NCTCOG nor any other act or omission other than an explicit written release, in the form of a unilateral amendment, constitutes a release of SUBRECIPIENT from liability under this Agreement.

**Schedule of Remedies available to the NCTCOG.** In accordance with Texas Government Code Chapter 2261 the following Schedule of Remedies applies to this Agreement. In the event of SUBRECIPIENT's nonconformance, NCTCOG may do one or more of the following:]

- Issue notice of nonconforming performance;
- Reject nonconforming performance and request corrections without charge to the NCTCOG;

- Reject a reimbursement request or suspend further payments, or both, pending accepted revision of the nonconformity;
- Suspend all or part of the Agreement activities or payments, or both, pending accepted revision of the nonconformity;
- Demand restitution and recover previous payments where performance is subsequently determined nonconforming;
- Terminate the Agreement without further obligation for pending or further payment by the TCEQ and receive restitution of previous payments.

**Opportunity to Cure.** The SUBRECIPIENT will have a reasonable opportunity to cure its nonconforming performance, if possible under the circumstances.

**Cumulative Remedies.** Remedies are cumulative; the exercise of any remedy under this Agreement or applicable law does not preclude or limit the exercise of any other remedy available under this Agreement or applicable law.

The parties agree that this Agreement does not waive any sovereign immunity to which either party is entitled by law.

**Survival of Obligations.** Except where a different period is specified in this Agreement or applicable law, all representations, indemnifications, and warranties made in, required by or given in accordance with the Agreement, as well as all continuing obligations indicated in the Agreement, survive for four (4) years beyond the termination or completion of the Agreement, or until four (4) years after the end of a related proceeding. A related proceeding includes any litigation, legal proceeding, permit application, or State Office of Administrative Hearings proceeding, which is brought in relation to the Agreement or which in NCTCOG's opinion is related to the subject matter of the Agreement. Either party shall notify the other of any related proceeding if notice of the proceeding has not been provided directly to that other party.

**Delivery of Notice.** Notices are deemed to be delivered three (3) working days after postmarked if sent by U.S. Postal Service certified or registered mail, return receipt requested. Notices delivered by other means are deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, facsimile transmission, email, or other commercially accepted means.

**Interpretation of Time.** All days are calendar days unless stated otherwise. Days are counted to exclude the first and include the last day of a period. If the last day of the period is a Saturday or Sunday or a state or federal holiday, it is omitted from the computation.

**State, Federal Law.** This Agreement is governed by, and interpreted under the laws of the State of Texas, as well as applicable federal law.

**Severability.** If any provision of this Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void or unenforceable, it shall be deemed severable (to the extent of such illegality, invalidity or unenforceability) and the remaining part of the provision and the rest of the provisions of this Agreement shall continue in full force and effect. If possible, the severed provision shall be deemed to have been replaced by a valid provision having as near an effect to that intended by the severed provision as will be legal and enforceable.

**Assignment.** No delegation of the obligations, rights, or interests in the Agreement, and no assignment of payments by SUBRECIPIENT will be binding on NCTCOG without its written consent, except as restricted by law. No assignment will release or discharge the SUBRECIPIENT from any duty or responsibility under the Agreement.

**Venue.** The SUBRECIPIENT agrees that any cause of action involving this Agreement arises solely in Tarrant County, Texas.

**Publication.** The SUBRECIPIENT must acknowledge the financial support of NCTCOG and TCEQ whenever work is funded, in whole or part, through this Interlocal Agreement. This includes using the following notation on the front cover, title page, surface of recycling bins or carts, vehicle wraps, vehicles, pencils, pens, T-shirts, stickers, electronic devices, all mechanical equipment, etc.:

***“Prepared in cooperation with the North Central Texas Council of Governments through funding from the Texas Commission on Environmental Quality.”***

Tangible items where surface space is limited may utilize the TCEQ logo or the phrase “Funded by TCEQ.” Consult with NCTCOG Project Representative to obtain TCEQ logo and for guidance on the proper display.

SUBRECIPIENT agrees to notify NCTCOG five (5) days prior to the publication or advertisement of information related to this Agreement. SUBRECIPIENT agrees not to use the NCTCOG or TCEQ logo or the NCTCOG or TCEQ graphic as an advertisement or endorsement without written permission signed by the appropriate NCTCOG or TCEQ authority.

**Waiver.** With the exception of an express, written waiver in the form of a unilateral amendment signed by NCTCOG, no act or omission will constitute a waiver or release of SUBRECIPIENT's obligation to perform conforming Agreement activities. No waiver on one occasion, whether expressed or implied, shall be construed as a waiver on any other occasion.

**Compliance with Laws.** NCTCOG relies on SUBRECIPIENT to perform all Agreement activities in conformity with all applicable laws, regulations, and rules and obtain all necessary permits and licenses.

**Counterparts.** This Agreement may be signed in any number of copies. Each copy when signed is deemed an original and each copy constitutes one and the same Agreement.

**Accessibility.** All electronic content and documents created as deliverables under this Agreement must meet the accessibility standards prescribed in 1 Texas Administrative Code sections 206.50 and 213 for state agency web pages, web content, software, and hardware, unless NCTCOG agree that exceptions or exemptions apply.

### 13. SIGNATORIES

The Parties have Counsel this Agreement to be executed by their duly authorized representatives.

#### COUNCIL OF GOVERNMENTS

**North Central Texas Council of Governments**

Funding Agency

\_\_\_\_\_  
Signature

Mike Eastland

\_\_\_\_\_  
Name

#### SUBRECIPIENT

**City of Lancaster**

Local Government

\_\_\_\_\_  
Signature

Opal Mauldin-Robertson

\_\_\_\_\_  
Name

Executive Director  
Title

\_\_\_\_\_  
Date

City Manager  
Title

05/23/2016  
Date

## **ATTACHMENT A WORK PROGRAM AND SCHEDULE OF DELIVERABLES**

This project falls under the TCEQ- Litter/Illegal Dumping Cleanup and Community Collection Events category. The City of Lancaster is requesting funding to assist in the expansion and enhancement of their current Solid Waste Services Program, notably having the ability to accept increased tonnage at their free community Trash-Off Events and X-treme Clean Up Events as currently, the contractor Community Waste Disposal (CWD) will only commit to a certain number of trash hauls per event. The City of Lancaster must pay their contractor additional money for each additional haul required at each event. Each community clean-up event produces more tonnage than the contractor is required to haul therefore with use of a truck and trailer, the City of Lancaster will be able to handle the additional hauls to the transfer station themselves. Also, the City of Lancaster will have the ability to reduce illegal dumping by having the use of a truck and trailer to collect illegally dumped brush/bulky items year-round throughout the city. NOTE: CWD is the only entity accepting HHW items from City of Lancaster residents as this is a service CWD now offers. The City of Lancaster will also expand the City's public education outreach efforts year-round with increased advertisements via brochures, newspaper ads, and through the City of Lancaster's newly redesigned online website having the ability to advertise seasonal clean up events which will reduce illegal dumping and promote community cleanup events. When not in use, the truck and trailer will be stored at the following address: 531 E. 3rd St. Lancaster, TX 75146 and will be used 100% for illegal dumping and community cleanup events.

**Tasks, deliverables, and timeline are listed below in the following format:**

**1. Task**

**a. Deliverable (Due Date)**

1. Task: Execute Interlocal Agreement between the City of Lancaster and NCTCOG for implementation of project.

a. Funds become available in May 2016.

2. Task: Summer City-Wide Event in July of 2016

a. Begin contacting contractor in June 2016

3. Task: Print advertisement and educational material in June 2016

a. Contact the Lancaster School District to inform them that we have free educational material relating to illegal dumping and recycling

Repeat the same process for each the November 2016, January 2017, March 2017 City-wide cleanup events.

4. Quarterly Status Reports on the Progress of Grant Project

a. Complete and submit quarterly progress reports to NCTCOG (2016-2017)

5. All Expenditures and Activities Completed

a. All activities and expenditures completed (May 31, 2017)

6. Finalize All Aspects of this Grant Project

a. Submit Final Reimbursement Request prior to June 30, 2017

b. Submit Release of All Claims prior to June 30, 2017

c. Submit Results Report (September 8, 2017)

d. Submit Year Later Report (September 5, 2018)

**ATTACHMENT B**  
**PROJECT BUDGET AND DETAILED COST SHEETS**

<b>Budget Categories</b>	<b>Funded Amount</b>
1. Personnel (Salary)	\$ 0
2. Fringe Benefits	\$ 0
3. Travel (Does not include registration)	\$ 0
4. Supplies (unit cost of less than \$1,000)	\$ 0
5. Equipment (unit cost of \$5,000 or more, and Controlled Assets up to \$4,999)	\$135,000.00
6. Contractual (other than for Construction)	\$ 0
7. Construction	\$ 0
8. Other Expenses	\$ 18,838.00
<b>TOTAL DIRECT CHARGES</b>	<b>\$153,838.00</b>
9. Indirect charges	\$ 0
<b>TOTAL PROJECT COSTS</b>	<b>\$153,838.00</b>

**DETAILED BUDGET - Equipment**

Equipment includes all non-construction related, tangible property having a unit acquisition cost of **\$5,000** or more with an estimated useful life of over one-year. All equipment purchases must be pre-approved by NCTCOG. Any equipment/facilities with a per-unit value of \$5,000 or more may not be transferred or sold without prior authorization from TCEQ. Additionally, certain types of equipment are classified as "controlled assets" with costs up to and \$4,999 and shall be maintained on the inventory system as described in Attachment C.

<b><u>Equipment (description, type, model, etc.)</u></b>	<b><u># of Units</u></b>	<b><u>Cost per Unit</u></b>	<b><u>Total Cost</u></b>
FY 16 - Brush Truck	1	\$80,000.00	\$80,000.00
FY 16 - Brush Trailer	1	\$55,000.00	\$55,000.00

**DETAILED BUDGET SHEET - Other Expenses**

<b>Other Expenses</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Funded Amount</b>
FY 16 - Advertising/Public Notices- Publicize Trash-off events in newspaper and online news	1	\$ 1,200.00	\$ 1,200.00
FY 17 - Advertising/Public Notices- Publicize Trash-off events in newspaper and online (5@\$1200 apiece)	5	\$ 6,000.00	\$ 6,000.00
FY 17 - Postage/Delivery - Brochures & Flyers	11,000	\$ 0.165	\$ 1,815.00
FY 17 - Printing/Reproduction - Brochures & Flyers	11,000	\$ 0.193	\$ 2,123.00
FY 17 - Banner with direct print (Publicize cleanup events)	20	\$ 385.00	\$ 7,700.00
		<b>Total</b>	<b>\$18,838.00</b>

## **ATTACHMENT C** **ELIGIBLE EXPENSE STANDARDS**

### **Equipment**

**A request for reimbursement for equipment must be itemized on the Reimbursement Request Form.**

For the purposes of this Agreement, equipment is defined as those items with a unit acquisition cost of \$5,000 or greater. All equipment expenses are subject to prior approval by NCTCOG before purchase.

Subject to the obligations and conditions set forth in this Agreement, title to real property and equipment (together hereafter referred to in this Article as "property") acquired under this Agreement by the SUBRECIPIENT will vest upon acquisition or construction.

Subject to the provisions of this Agreement and as otherwise provided by state statutes, property acquired or replaced under this Agreement shall be used for the duration of its normally expected useful life to support the purposes of this Agreement whether or not the original projects or programs continue to be supported by state funds.

The SUBRECIPIENT shall not allow to a third party a security interest in any original or replacement property purchased or constructed with funds made available to the SUBRECIPIENT under this Agreement.

The use of property acquired under this Agreement, both during the term of this Agreement and for the useful life of the property or until compensation is provided to the North Central Texas Council of Governments (NCTCOG) for the applicable percentage share of the fair market value of the property, shall be in compliance with §361.014(b) of the Texas Health and Safety Code, which directs that a project or service funded under this program must promote cooperation between public and private entities and may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services.

The SUBRECIPIENT may develop and use their own property management systems, which must conform with all applicable federal, state, and local laws, rules and regulations. If an adequate system for accounting for property owned by the SUBRECIPIENT is not in place or is not used properly, the Property Accounting System Manual issued by the State Comptroller of Public Accounts will be used as a guide for establishing such a system. The property management system used by the SUBRECIPIENT must meet the requirements set forth in this Attachment.

1. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds title, the acquisition date, and the cost of the property, percentage of state participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
2. A physical inventory of all equipment acquired or replaced under this Agreement shall be conducted no less frequently than once every two years and the results of such inventories reconciled with the appropriate property records. Property control procedures utilized by the SUBRECIPIENT shall include adequate safeguards to prevent loss, damage, or theft of the acquired property. Any loss, damage, or theft shall be investigated. The SUBRECIPIENT shall develop and carry out a program of property maintenance as necessary to keep both originally acquired and any replaced property in

good condition, and to utilize proper sales procedures to ensure the highest possible return, in the event such property is sold.

3. Certain types of equipment are classified as "controlled assets" and are subject to annual revision. In accordance with the UGMS, the SUBRECIPIENT should contact the Texas Comptroller of Public Accounts' property accounting staff or review the Comptroller's state Property Accounting User Manual available on the Internet, for the most current listing.

4. The following equipment with costs between \$500 and \$4,999.99 shall be maintained on the inventory system: (1) stereo systems; (2) still and video cameras; (3) facsimile machines; (4) video recorders (VCRs), laserdisc players, camcorders, and VCR/TV combinations; (5) desktop CPUs, printers, data projectors, portable CPU laptops; and, (6) cellular and portable telephones. All single unit acquisitions equal to or greater than \$5000.00 shall be maintained on the inventory system.

The SUBRECIPIENT may for the purpose of replacing property acquired under this Agreement, either trade in or sell the property and use the proceeds of such trade-in or sale to offset the cost of acquiring needed replacement property.

The SUBRECIPIENT agrees that if a determination is made that any property acquired with funds provided under this Agreement with a current per-unit fair market value of \$5,000 or more is no longer needed for the originally authorized purpose, the TCEQ has the right to require disposition of the property by the SUBRECIPIENT in accordance with the provisions of this Attachment.

When, during the useful life of property acquired with funds under this Agreement by the SUBRECIPIENT and with a current per-unit fair market value of \$5,000 or more, the property is no longer needed for the originally authorized purpose, the SUBRECIPIENT agrees to request disposition instructions from the NCTCOG or, if the NCTCOG is no longer administering a Regional Solid Waste Grants Program, the TCEQ. Disposition instructions shall solicit, at a minimum, information on the source and amount of funds used in acquiring the property, the date acquired, the fair market value and how the value was determined (e.g., by appraisal, bids, etc.), and the proposed use of the proceeds. The assessment of whether to authorize the proposed disposition of the property must include a determination that the disposition plan will comply with the private industry provisions of §361.014(b) of the Texas Health and Safety Code. In cases where the SUBRECIPIENT fails to take appropriate disposition actions, the NCTCOG may direct the SUBRECIPIENT to take excess and disposition actions. The disposition instructions may provide for one of the alternatives as set forth in this Attachment.

In cases where the SUBRECIPIENT fails to take appropriate disposition actions, TCEQ may direct NCTCOG to take excess and disposition actions. The disposition instructions may provide for one of the alternatives as set forth in this section.

1) Retain title, sell, or otherwise disposed of with no obligation to compensate TCEQ or, in the case of a SUBRECIPIENT, the NCTCOG.

2) Retain title after compensating TCEQ or, in the case of SUBRECIPIENT, the NCTCOG. If NCTCOG is compensated by a SUBRECIPIENT for property acquired using funds provided under this Agreement, NCTCOG will in turn compensate TCEQ or, upon authorization by TCEQ, use those funds for other projects or activities that support this or similar future programs conducted by TCEQ. The amount due will be computed by applying the percentage of state-funded participation in the cost of the original purchase to the fair market value of the property.



2) Sell the property and compensate TCEQ or, in the case of SUBRECIPIENT, the NCTCOG. If NCTCOG is compensated by a SUBRECIPIENT for property acquired using funds provided under this Agreement, NCTCOG will in turn compensate TCEQ or, upon authorization by TCEQ, use those funds for other projects or activities that support the goals of this or similar future programs conducted by TCEQ. The amount due will be calculated by applying TCEQ percentage of participation in the cost of the original purchase to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the project is still active, the net proceeds from sale may be offset against the original cost of the property. When the SUBRECIPIENT is directed to sell property, sales procedures shall be followed that provide for competition to the extent practicable and result in the highest possible return.

3) Transfer title to TCEQ or, in the case of a SUBRECIPIENT, NCTCOG, or to a third-party designated/approved by TCEQ. If the SUBRECIPIENT participated financially in the original purchase of the property, the SUBRECIPIENT may be authorized payment from the receiving party of an amount calculated by applying the percentage of the participation in the original purchase of the property to the current fair market value of the property.

Items of property with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of by the SUBRECIPIENT with no further obligation to the TCEQ. Methods used to determine per-unit fair market value must be documented, kept on file and made available to the NCTCOG and TCEQ upon request.

Real property must be maintained on an Inventory and is subject to the requirements of UGMS, Part III, Subpart C. Subject to the obligations and conditions set forth in this Agreement, title to real property acquired under this Agreement by the SUBRECIPIENT will vest upon acquisition or construction in the SUBRECIPIENT respectively.

### **Other Expenses**

**Any Request for Reimbursement must include an itemization of the expenses, using the Reimbursement Request Form.**

No expenses under the "Other" budget category, including computer hardware or software purchases not included under the "Equipment" budget category, shall be eligible for reimbursement under this Agreement, unless approved ahead of time, in writing, by NCTCOG.

The "Other" expenses as identified in Attachment B of the Project Budget are allowed. The restrictions set forth in the Uniform Grant and Agreement Management Standards apply. All expenses budgeted under this "Other" category shall be itemized by the project SUBRECIPIENT when requesting reimbursement. Some expenses that may be appropriate include:

- |                               |                             |
|-------------------------------|-----------------------------|
| a. Postage/delivery           | g. Office space             |
| b. Telephone/Fax              | h. Basic office furnishings |
| c. Utilities                  | i. Legal costs              |
| d. Printing/reproduction      | j. Vehicle maintenance      |
| e. Advertising/Public notices | k. Any others               |
| f. Signage                    |                             |

The expenses under this budget category must receive NCTCOG's written approval prior to purchase. Again, for these "other" expenditures, documentation for reimbursement must show that the expenses were paid (a copy of the check) or bank transmittal and shall include purchase orders if issued and invoices, or receipts.

**ATTACHMENT D**  
**FUNDING AGENCY STANDARDS FOR IMPLEMENTATION GRANTS**

In addition to the standards set forth in applicable law and regulations, the standards outlined below apply to all uses of the solid waste grant funds. These funding agency standards and limitations apply to all implementation project activities funded under this Agreement. The SUBRECIPIENT is responsible for ensuring compliance with these standards. Furthermore, at the discretion of NCTCOG and the funding agency, the Texas Commission on Environmental Quality (TCEQ), may deem certain expenses ineligible that are not explicitly stated in these Funding Standards. The FUNDS RECIPIENT should coordinate with NCTCOG to determine eligibility of all expenses prior to incurring project expenses.

**General Standards**

1. The provisions of the Uniform Grant Management Standards (UGMS) issued by the Office of the Governor apply to the use of these funds, as well as the supplement financial administration provided in the program Administrative Procedures.
2. Recipients of funds under this Agreement and subcontractors shall comply with all applicable state and local laws and regulations pertaining to the use of state funds, including laws concerning the procurement of goods and services and competitive purchasing requirements.
3. Funds may not be provided through a pass-through grant or subcontract to any public or private entity that is barred from participating in state Agreements by the Texas Facilities Commission.
4. Public and private entities subject to payment of state solid waste disposal fees and whose payments are in arrears may not receive funds under this Agreement through either a pass-through grant or subcontract.
5. In accordance with §361.014(b), Texas Health and Safety Code, and 30 TAC §330.649(d), TCEQ Regulations, a project or service funded under this Agreement must promote cooperation between public and private entities and may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services. Under this definition, the term private industry included non-profit and not-for-profit non-governmental entities.
6. All equipment and facilities purchased or constructed with funds provided under this Agreement shall be used for the purposes intended in the funding Agreement and comply with **Attachment C**.
7. A project or service funded under this Agreement must be consistent with the NCTCOG Regional Solid Waste Plan, and must be intended to implement the goals, objectives, and priorities established in the regional plan.
8. Funds may not be used to acquire land or an interest in land.
9. Funds may not be used to supplant existing funds. In particular, staff positions where the assigned functions will remain the same and that were active at the time of the funding application or proposal, and were funded from a source other than a previous solid waste grant, may not be funded.
10. Funds may not be used for food or entertainment expenses, including refreshments at meetings and other functions. This provision does not apply to authorized employee per diem expenses for food costs incurred while on travel status.
11. Funds may not be used for payment of salaries to any employee who uses alcoholic beverages on active duty. Funds may not be used for the purchase of alcoholic beverages, including travel expenses reimbursed with these funds.
12. Funds may not be used for employment, Agreements for services of a lobbyist, or for dues to an organization, which employs or otherwise Agreements for the services of a lobbyist.
13. Funds may only be used for projects or programs for managing municipal solid waste.
14. Except as may be specifically authorized, funds may not be used for projects or facilities that require a permit from the TCEQ and/or that are located within the boundaries of a permitted facility, including landfills, wastewater treatment plants, or other facilities. This restriction may be waived by the TCEQ, at its discretion, for recycling and other eligible activities that will take place within

the boundaries of a permitted facility. The applicant and/or NCTCOG must request a preliminary determination from the TCEQ as to the eligibility of the project prior to the project being considered for funding by NCTCOG.

15. Projects or facilities requiring a registration from the TCEQ, and which are otherwise eligible for funding, must have received the registration before the project funding is awarded.
16. Except as may be specifically authorized, funds may not be used for activities related to the collection or disposal of municipal solid waste. This restriction includes: solid waste collection and transportation to a disposal facility; waste combustion (incineration or waste-to-energy); processing for reducing the volume of solid waste which is to be disposed of; landfills and landfill-related facilities, equipment, or activities, including closure and post-closure care of a permitted landfill unit; or other activities and facilities associated with the disposal of municipal solid waste.
17. Funds may not be used to assist an entity or individual to comply with an existing or pending federal, state, or local judgment or enforcement action. This restriction includes assistance to an entity to comply with an order to clean up and/or remediate problems at an illegal dumpsite. However, the TCEQ may waive this restriction, at its discretion and on a limited case-by-case basis, to address immediate threats to human health or the environment, and where it is demonstrated that the responsible party does not have the resources to comply with the order.
18. Funds may not be used to pay penalties imposed on an entity for violation of federal, state, or local laws and regulations. This restriction includes expenses for conducting a supplemental environmental project (SEP) under a federal or state order or penalty. Funds may be used in conjunction with SEP funds to support the same project.

**Litter and Illegal Dumping Cleanup and Community Collection Events.** Lake and Waterway Cleanup events may be coordinated with Keep Texas Beautiful organization. Projects funded to clean up litter or illegal dumping on private property must be conducted through a local government sponsor or the COG. Funds may not be provided directly to a private landowner or other private responsible party for cleanup expenses.

The local government sponsor or the COG must either Agreement for and oversee the cleanup work, or conduct the work with its own employees and equipment.

The costs for cleanup of hazardous waste that may be found at a municipal solid waste site must be funded from other sources, unless a waiver from this restriction is granted by the TCEQ to deal with immediate threats to human health or the environment.

The costs for cleanup of Class 1 nonhazardous industrial waste that may be found at a municipal solid waste site must be funded from other sources, unless a waiver from this restriction is granted by the TCEQ to deal with immediate threats to human health or the environment. The cleanup of Class 2 and 3 nonhazardous industrial wastes that may be found at a municipal solid waste site may be funded in conjunction with the cleanup of the municipal solid waste found at a site.

All notification, assessment, and cleanup requirements pertaining to the release of wastes or other chemicals of concern, as required under federal, state, and local laws and regulations, including 30 TAC Chapter 330, TCEQ's MSW Regulations, and 30 TAC Chapter 350, TCEQ's Risk Reduction Regulations, must be complied with as part of any activities funded under this Agreement.

All materials cleaned up using grant funds must be properly disposed of or otherwise properly managed in accordance with all applicable laws and regulations. To the extent feasible, it is recommended that materials removed from a site be reused or recycled. For projects to clean up large amounts of materials, the COG should consider withholding at least ten (10) percent of the reimbursements under a pass-through grant or subcontract, until documentation is provided that the cleanup work has been completed and the materials properly managed.

Periodic community collection events, to provide for collection and proper disposal of non-recyclable residential waste materials for which there is not a readily-available collection alternative, may be funded. This type of project may not include regular solid waste collection activities, such as weekly waste collection. Funded collection events may be held no more frequently than four times per year, and must only be intended to provide residents an opportunity to dispose of hard-to-collect materials, such as large and bulky items that are not picked up under the regular collection system, and might otherwise be illegally dumped by residents. To the extent practicable, community collection events should make every effort to divert wastes collected from area landfills, e.g., contain a recycling component.

## **ATTACHMENT E**

### **REPORTING FORMS AND DEADLINES**

The SUBRECIPIENT agrees to provide, throughout the life of the project, quarterly, final, and follow-up reports to document the project's results during and after the culmination of the project. The required reporting forms can be found at <http://www.nctcog.org/solidwastegrants>.

**Quarterly Reports.** The SUBRECIPIENT shall prepare and submit to NCTCOG quarterly progress reports documenting the accomplishments and units of work performed under this Agreement. The Quarterly Summary/ Results Report form provided by NCTCOG will be due to NCTCOG on the days indicated below:

	REPORTING PERIOD	DUE DATE
<b>Quarterly Report #1</b>	Start of Agreement - August 31, 2016	Thursday, September 8, 2016
<b>Quarterly Report #2</b>	September 1, 2016 - November 30, 2016	Thursday, December 8, 2016
<b>Quarterly Report #3</b>	December 1, 2016 - February 28, 2017	Wednesday, March 8, 2017
<b>Quarterly Report #4</b>	March 1, 2017 - May 31, 2017*	Thursday, June 8, 2017
<b>Results Report</b>	Start of Agreement-August 31, 2017	Friday, September 8, 2017
<b>Year Later Follow-Up Results Report</b>	September 1, 2017-August 31, 2018	Wednesday, September 5, 2018

The SUBRECIPIENT'S Reports must contain adequate descriptions of all project activities performed in order to allow NCTCOG to evaluate compliance with the provisions of this project. Performance information concerning timelines in meeting the schedule for required reports will be maintained by NCTCOG and shared as appropriate with members of the RCC. Any legal research and related legal activities shall be clearly detailed in the progress reports in order to assure NCTCOG that the activities are not prohibited. The SUBRECIPIENT shall comply with any reasonable request by NCTCOG for additional information on activities conducted in order for NCTCOG to adequately monitor the SUBRECIPIENT'S progress in completing the requirements of and adhering to the provisions of this Agreement.

**Results Reports.** A Results Report, due September 8, 2017 in a format provided by NCTCOG. The Final Report should include cumulative information from the beginning of the project to August 31, 2017.

**Year Later Follow-Up Results Report.** The Follow-up Results Report will provide cumulative results to document the impact of the project beyond the date of this Agreement. The Follow-up Results Report form will be provided by NCTCOG and will be due September 5, 2018.

## LANCASTER CITY COUNCIL

### City Council Regular Meeting

Item 10.

**Meeting Date:** 06/13/2016

**Policy Statement:** This request supports the City Council 2015-2016 Policy Agenda

**Goal(s):** Professional and Committed City Workforce

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

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#### **Agenda Caption:**

City Council shall convene into closed executive pursuant to § 551.072 of the Texas Government Code, discuss and deliberate the acquisition, purchase, exchange, lease or value of real property as deliberation in this open meeting would have a detrimental effect of the position of the City of Lancaster in negotiations with third persons.

#### **Background:**

Executive Session matters.

## LANCASTER CITY COUNCIL

### City Council Regular Meeting

Item 11.

**Meeting Date:** 06/13/2016

**Policy Statement:** This request supports the City Council 2015-2016 Policy Agenda

**Goal(s):** Professional and Committed City Workforce

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

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#### **Agenda Caption:**

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

#### **Background:**

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