



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



Monday, April 24, 2017 - 7:00 PM

CALL TO ORDER

INVOCATION: Ministerial Alliance

PLEDGE OF ALLEGIANCE: Councilmember Clyde C. Hairston

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 Regular Meeting held on April 10, 2017.
2. Consider a resolution accepting the 2016 Racial Profiling Analysis Annual Report.
3. Consider an ordinance granting a franchise for the collection and removal of industrial solid waste and recyclable materials to HD Waste & Recycling, LLC.
4. Consider an ordinance granting a franchise for the collection and removal of industrial solid waste and recyclable materials to Moore Disposal Inc.
5. Discuss and consider a resolution amending the City of Lancaster Tax Incentive Policy to include incentives for lodging facilities.

ACTION:

6. Discuss and consider a resolution approving a loan of \$750,000 from the Lancaster Economic Development Corporation (LEDC) to the City of Lancaster to pay for a portion of a new airport terminal.
7. Consider a resolution approving the terms and conditions of a professional services agreement with Dal-Tech Engineering, Inc. (Dal-Tech) to perform services in connection with the project known as Pleasant Run Road for limited street improvements from IH35E to Dallas Avenue (SH 342); in an amount not to exceed \$199,000.00.

8. Discuss and consider a resolution declaring certain board, commission and committee position(s) vacant due to excessive absences and consider appointment(s) to the Lancaster Planning and Zoning Commission.

EXECUTIVE SESSION:

9. The City Council shall convene into closed executive session pursuant to Section 551.071 of the Texas Government Code to seek legal advice from the City Attorney regarding development of property commonly known as Daniieldale Resubdivision of Tracts 1 to 5 of Oak Cliff Farms Addition, an addition to the City of Lancaster, Texas.
10. Reconvene into open session. Consider and take appropriate action(s), if any, on closed/executive session matters.

ADJOURNMENT

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.

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.

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.

Certificate

I hereby certify the above Notice of Meeting was posted at the Lancaster City Hall on April 20, 2017 @ 9:00 p.m. and copies thereof were provided to the Mayor, Mayor Pro-Tempore, Deputy Mayor Pro-Tempore and Council members.



Sorangel O. Arenas
City Secretary

LANCASTER CITY COUNCIL

City Council Regular Meeting

1.

Meeting Date: 04/24/2017

Policy Statement: This request supports the City Council 2016-2017 Policy Agenda

Submitted by: Sorangel O. Arenas, City Secretary

Agenda Caption:

Consider approval of minutes from the City Council Regular Meeting held on April 10, 2017.

Background:

Attached for your review and consideration are minutes from the:

- City Council Regular Meeting held on April 10, 2017.

Attachments

April 10, 2017 Minutes

MINUTES

LANCASTER CITY COUNCIL REGULAR MEETING OF APRIL 10, 2017

The City Council of the City of Lancaster, Texas, met in a called Regular session in the Council Chambers of City Hall on April 10, 2017 at 7:00 p.m. with a quorum present to-wit:

Councilmembers Present:

Mayor Marcus E. Knight
Mayor Pro Tem Carol Strain-Burk
Deputy Mayor Pro Tem Stanley Jaglowski
Marco Mejia
Spencer W. Hervey Jr.
Clyde C. Hairston
Nina Morris
,

City Staff Present:

Opal Mauldin-Robertson, City Manager
Rona Stringfellow, Assistant City Manager
Sean Johnson, Managing Director of Quality of Life & Cultural Services
Baron Sauls, Finance Director
Shane Shepard, Director of Economic Development
Fabrice Kabona, Assistant to the City Manager
Jim Brewer, Director of Public Works
Bester Munyaradzi, Senior Planner
Robert Franklin, Fire Chief
Chris Youngman, Assistant Fire Chief
Beau Jackson, Battalion Chief
Nathan Diaz, Fire Marshal
Sorangel O. Arenas, City Secretary

Call to Order:

Mayor Knight called the meeting to order at 7:18 p.m. on April 10, 2017.

Invocation:

Pastor Wilson gave the invocation.

Pledge of Allegiance:

Councilmember Hervey led the pledge of allegiance.

Presentation:

Sean Johnson, Managing Director of Quality of Life & Cultural Services, thanked Mayor Pro Tem Carol Strain-Burk and Ted Burk for donating the historical marker of the Steel Dust Quarterhorse. Mr. Johnson read the marker into the record.

Mayor Pro Tem Strain-Burk thanked her colleagues for allowing the Steel Dust Quarterhorse to be represented and for authorizing the display of the historical marker at the Visitors Center and State Auxiliary Museum.

Proclamation:

Mayor Knight presented a proclamation to Battalion Chief Beau Jackson, Nakia Kelly, Justin Cole, and Carla Spruill announcing April 9th through 15th, 2017 as "National Public Safety Telecommunicators Week." Mayor Knight extended his gratitude to the City's Public Safety Telecommunicators and urged everyone in our

community to celebrate and honor the men and women whose diligence and professionalism keep our city and citizens safe.

Citizens' Comments:

Joe Thomas, 709 Sewell Drive, shared his concerns regarding the Charter School located near his residence. Mr. Thomas shared that charter schools are for-profit and compete with public schools. Additionally, he expressed his concerns with shootings and criminal activity in the Millbrook division and requested assistance from staff.

Mayor Knight advised Mr. Thomas of the importance of communicating with staff to coordinate a meeting with him, City Manager Mauldin-Robertson, and Councilmember Hairston.

Rona Stringfellow, 211 N. Henry Street, stated that while the 2017 Community Challenge is over, the efforts and enthusiasm put forth by this year's participants was nothing short of historical. In three short months, more than 23,500 Texans, representing roughly 330 communities, registered for the Challenge, exercised more and tracked their workouts, ate healthier, organized group and community health events, and encouraged their friends, family, colleagues, and fellow community members to join them in demonstrating their commitment to healthier cities and a healthier State. Stringfellow stated the City of Lancaster placed third and shared the statics. On behalf of the City, she thanked everyone for their participation and all of the sponsors.

Mayor Knight expressed his gratitude to everyone involved in the Community Challenge.

Consent Agenda:

City Secretary Arenas read the consent agenda.

1. **Consider approval of minutes from the City Council Regular Meeting held on March 27, 2017 and City Council Special Meeting held on April 3, 2017.**
2. **Consider a resolution approving the terms and conditions of the L-27 and L-29 ground leases at Lancaster Regional Airport.**
3. **Consider a resolution approving the terms and conditions of the City owned terminal building commercial lease with Skyline Aviation, Inc. from building 730 at Lancaster Regional Airport.**
4. **Consider a resolution accepting one (1) tract of land from the Carlton and Nancy Moffett Living Trust, by and through its Trustees and the Hamilton C. and Foy K. Moffett Family Trust, by and through its Trustees, Paul Moffett and Kathryn Barns, Owners, generally located on the Lancaster Original Town addressed as 106 State Street and being more particularly described in the Donation Special Warranty Deed.**
5. **M17-03 Consider an Ordinance abandoning a portion of a public use easement of approximately 7,334 square feet, 0.168 acres of land, in the City of Lancaster, Dallas County, Texas as a quit claim deed; and providing an effective date.**

Councilmember Morris pulled item 4, and Councilmember Hervey pulled item 2 and 5.

MOTION: Councilmember Morris made a motion, seconded by Mayor Pro Tem Strain-Burk to approve consent item 1. The vote was cast for 7, 0 against.

2. Consider a resolution approving the terms and conditions of the L-27 and L-29 ground leases at Lancaster Regional Airport.

Councilmember Hervey requested additional staff comments.

City Manager Mauldin-Robertson shared that in 1989 the City leased ground lots through a Master Lease in order to facilitate hangar development. A major discrepancy was recently discovered when the current owner of the L-27 & L-29 ground leases prepared to sell their hangars. The Master Lease Assignment and Assumption agreement was signed by Council on August 3, 1998, however, the Assignment and Assumption Agreement was signed on August 1, 1998. She noted that all affected ground leases in lots L-12 through L-35 will be brought forth at a later time. This item brings forward two ground leases, L-27 and L-29, for lessee Mr. Sterling May. The resolution and lease agreement were reviewed and approved by the City Attorney.

Councilmember Hervey inquired as to the fiscal impact of this issue. City Manager Mauldin-Robertson shared that the lease rates are on an escalating schedule for the term of the lease, thereby increasing revenue for the Airport over time. Also, she shared that ground leases L-27 and L-29 are two separate agreements and may have different lease rates.

MOTION: Councilmember Morris made a motion, seconded by Mayor Pro Tem Strain-Burk to approve consent item 2. The vote was cast for 7, 0 against.

3. Consider a resolution approving the terms and conditions of the City owned terminal building commercial lease with Skyline Aviation, Inc. from building 730 at Lancaster Regional Airport.

Councilmember Hervey requested additional staff comments.

City Manager Mauldin-Robertson indicated that this item is to request a commercial lease agreement for office space units 730-201/202/203 for Skyline Aviation flight school. The City owns the terminal building and has vacant lease space upstairs. The space is well suited for a flight school. Skyline Aviation, an established flight school from San Angelo, would like to expand its operations to the Metroplex and has chosen Lancaster Regional Airport as its base of operations. Skyline Aviation will pay \$2,265.30 per month equivalent to \$27,183.60 annually. During the first three (3) months of lease Skyline Aviation shall be allowed reimbursement of rent for interior improvements made with proof of receipt. A rent rebate, as listed in the lease on page 4, is authorized for the first three (3) years based upon quantity of fuel purchased from the City. These reimbursements are being utilized as incentives. The profit from the required gallons purchased is more than the rebate given, therefore will be a net gain for the Airport.

MOTION: Councilmember Hairston made a motion, seconded by Deputy Mayor Pro Tem Jaglowski to approve consent item 3. The vote was cast for 7, 0 against.

4. Consider a resolution accepting one (1) tract of land from the Carlton and Nancy Moffett Living Trust, by and through its Trustees and the Hamilton C. and Foy K. Moffett Family Trust, by and through its Trustees, Paul Moffett and Kathryn Barns, Owners, generally located on the Lancaster Original Town addressed as 106 State Street and being more particularly described in the Donation Special Warranty Deed.

Councilmember Morris expressed her gratitude from the Carlton and Nancy Moffett Living Trust for donating the tract of land.

City Manager Mauldin-Robertson indicated that the property is located east of the Community House addressed at 106 State Street and is approximately 9,000 square feet. The owners of the property desire to donate the property to the City of Lancaster for future use such as additional parking capacity to support the Historic Downtown Square and Community House. In consideration of the donation, the City agreed to compensate the Trust a sum of ten (\$10.00) dollars.

Mayor Pro Tem Strain-Burk shared a short historical background of the property.

MOTION: Councilmember Morris made a motion, seconded by Mayor Pro Tem Strain-Burk to approve consent item 4. The vote was cast for 7, 0 against.

5. M17-03 Consider an Ordinance abandoning a portion of a public use easement of approximately 7,334 square feet, 0.168 acres of land, in the City of Lancaster, Dallas County, Texas as a quit claim deed; and providing an effective date.

Councilmember Hervey requested additional staff comments.

City Manager Mauldin-Robertson stated that this item is to abandon a portion of a public use easement that is behind the recently constructed Quick Trip on the northeast corner of I-35 and West Pleasant Run Road. Quick Trip is the current owner of the property containing the public use easement. The abandonment of the public use easement is necessary for Quick Trip to proceed with filing a plat that is contiguous.

MOTION: Mayor Pro Tem Strain-Burk made a motion, seconded by Deputy Mayor Pro Tem Jaglowski to approve consent item 5. The vote was cast for 7, 0 against.

6. Discuss and consider a resolution of the City Council to support the Texas Department of Transportation's (TXDOT's) Dallas District recommendation to designate the new location freeway between Interstate 35E and Interstate 45 as State Loop 9.

City Manager Mauldin-Robertson shared that this item is a request for a resolution of the City Council to support the Texas Department of Transportation's Dallas District Office to designate the new location freeway between Interstate 35E and Interstate 45 which will be known as State Loop 9. The project has been an ongoing project and has been in the plans for over fifty (50) years. This item is not supporting a particular alignment but is allowing TXDOT's Dallas Office to add this new location to the State Highway System through a Texas Transportation Commission Minute Order. City Manager Mauldin-Robertson shared that prior discussion was made with several councilmembers about this item and she requested to amend the resolution by adding the letter from Texas Department of Transportation (TXDOT) as Exhibit "B" to the resolution.

Councilmember Morris inquired of City Manager Mauldin-Robertson the reasoning for the support. City Manager Mauldin-Robertson stated that Loop 9 is proposed along the southern portion of the City of Lancaster's City limits. The support is for recommending the new proposed location to be called State Loop 9.

Mayor Knight stated as the project continues to evolve; Texas Department of Transportation (TXDOT) is proposing an official name for the thoroughfare which would be "State Loop 9." Texas Department of Transportation (TXDOT) is requesting our support of the name since this municipality would be impacted by this particular route between Interstate 35E and Interstate 45.

Councilmember Morris queried as to whether the City of Lancaster would be impacted.

Mayor Knight shared that the route is not finalized.

Mayor Pro Tem Strain-Burk inquired if other cities are being asked for their support. Mayor Knight shared that he is aware of the City of Red Oak.

City Manager Mauldin-Robertson shared that TxDOT's specific request is to add this new location to the State Highway System through a Texas Transportation Commission Minute Order.

MOTION: Councilmember Hairston made a motion, seconded by Deputy Mayor Pro Tem Jaglowski to approve item 6 with attachment recommendation. The vote was cast for 7, 0 against.

- 7. Discuss and consider a resolution suspending the April 21, 2017 effective date of Oncor Electric Delivery Company's requested rate change to allow the city more time to review the application and decide on the final action, including settlement or denial of requested rate increase.**

City Manager Mauldin-Robertson stated that the City is required to take action to ensure that the rate requested does not become effective. The City of Lancaster is a member of a 156-city coalition known as the Steering Committee of Cities Served by Oncor ("Steering Committee").

MOTION: Councilmember Morris made a motion, seconded by Mayor Pro Tem Strain-Burk to approve item 7. The vote was cast for 7, 0 against.

- 8. Consider an ordinance granting a franchise for the collection and removal of industrial solid waste and recyclable materials to HD Waste & Recycling, LLC.**

Deputy Mayor Pro Tem Jaglowski requested information from the applicant.

Applicants Hugo and Diana Martinez, 10631 CF Hawn Frwy, Dallas, Texas, shared that HD Waste & Recycling, LLC has been in business since 2009 and they have been in the industry for twenty-eight (28) years. Ms. Martinez shared that they have customers around the Dallas Metroplex areas that preferred their services.

MOTION: Councilmember Morris made a motion, seconded by Councilmember Hairston to approve item 8. The vote was cast for 7, 0 against.

- 9. Consider an ordinance granting a franchise for the collection and removal of industrial solid waste and recyclable materials to Moore Disposal Inc.**

Deputy Mayor Pro Tem Jaglowski requested information from the applicant.

Steven Moore, applicant, shared that his father started the solid waste business in 1969.

Applicant Moore stated there are 97 employees and their office has recently moved near Interstate 35 and would like to do business with the City of Lancaster as it continues to grow.

MOTION: Mayor Pro Tem Strain-Burk made a motion, seconded by Deputy Mayor Pro Tem Jaglowski to approve item 9. The vote was cast for 7, 0 against.

- 10. Discuss and consider various ordinances of the City adopting the 2015 International Code Council (ICC) Code Series and the 2014 National Electrical Code for construction and amending the Lancaster Code of Ordinances as follows:**
- a) an ordinance amending chapter 6, article 6.04, division 2, building code, section 6.04.051 to provide for the adoption of the "international building code", 2015 Edition and section 3.102 to provide for the exceptions and amendments thereto;**
 - b) an ordinance amending chapter 6, article 6.04, division 3, residential code, section 6.04.101 to provide for the adoption of the "international residential code", 2015 edition, and section 6.04.102 to provide for the exceptions and amendments thereto;**
 - c) an ordinance amending chapter 6, article 6.04, division 4, electrical code, section 6.04.151 to provide for the adoption of the "natural electrical code", 2014 edition, and section 6.04.152 to provide for the exceptions and amendments thereto;**
 - d) an ordinance amending chapter 6, article 6.04, division 5, plumbing code, section 6.04.201 to provide for the adoption of the "international plumbing code", 2015 edition, and section 6.04.202 to provide for the exceptions and amendments thereto;**
 - e) an ordinance amending chapter 6, article 6.04, division 6, mechanical code, section 6.04.251 to provide for the adoption of the "international mechanical code", 2015 edition, and section 6.04.252 to provide for the exceptions and amendments thereto;**
 - f) an ordinance amending chapter 6, article 6.04, division 7, property maintenance code, section 6.04.301 to provide for the adoption of the "international property maintenance code", 2015 edition, and section 6.04.302 to provide for the exceptions and amendments thereto;**
 - g) an ordinance amending chapter 6, article 6.04, "technical and construction codes and standards", division 8 "existing building code," section 6.04.351 to provide for adoption of the international existing building code, 2015 edition, and section 6.04.352 to provide for the exceptions and amendments thereto;**
 - h) an ordinance amending chapter 6, article 6.04, division 9, fuel gas code, section 6.04.401 to provide for the adoption of the "international fuel gas code", 2015 edition, and section 6.04.402 to provide for the exceptions and amendments thereto;**
 - i) an ordinance amending chapter 6, article 6.04 division 10, energy conservation code, section 6.04.451 to provide for the adoption of the "international energy conservation code", 2015 edition, and section 6.04.452 to provide for the exceptions and amendments thereto;**
 - j) an ordinance amending chapter 6, article 6.04, "technical and construction codes and standards," by adding division 11, "swimming pool and spa code"; by adopting section 6.04.501 to provide for the adoption of the international swimming pool and spa code, 2015 edition, and section 6.04.502 to provide for the exceptions and amendments thereto;**
 - k) an ordinance amending chapter 10, article 10.04, fire code, section 10.04.001 to provide for the adoption of the "international fire code" 2015 edition and section 10.04.002 to provide for the exceptions and amendments thereto.**

City Manager Mauldin-Robertson requested that on page 23 of the Fire Code ordinance, the word 'not' be excluded in number one (1) and two (2) of Section 910.2.

Mayor Pro Tem Strain-Burk inquired the effective date. City Manager Mauldin-Robertson indicated that the ordinances are effective immediate upon approval. City Manager Mauldin-Robertson informed Council this will not affect the plans and development that are currently in progress.

Deputy Mayor Pro Tem Jaglowski inquired if this item has an effect on the ISO ratings. City Manager Mauldin-Robertson indicated that this item is one of the criteria's that are in our grading for the ISO.

MOTION: Mayor Pro Tem Strain-Burk made a motion, seconded by Councilmember Hairston to approve item 10 with the amendments requested. The vote was cast for 7, 0 against.

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

The meeting was adjourned at 8:08 p.m.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

LANCASTER CITY COUNCIL

City Council Regular Meeting

2.

Meeting Date: 04/24/2017

Policy Statement: This request supports the City Council 2016-2017 Policy Agenda

Goal(s): Healthy, Safe & Vibrant Community

Submitted by: Sam Urbanski, Chief of Police

Agenda Caption:

Consider a resolution accepting the 2016 Racial Profiling Analysis Annual Report.

Background:

Effective September 1, 2001, the Texas Legislature enacted the Texas Racial Profiling Law (S.B. No. 1074). The Texas Code of Criminal Procedure requires that law enforcement agencies collect information relating to traffic stops in which a citation is issued and arrests resulting from those traffic stops. The Texas Code of Criminal Procedure further requires that law enforcement agencies compile and analyze this information and submit a report containing the information compiled during the previous calendar year to the governing body of each county or municipality served by the agency.

Attached is the 2016 Lancaster Police Department Racial Profiling Analysis as prepared by representative experts from the University of North Texas. A printed copy will also be available at the work session. The Police Department had no sustained racial profiling complaints in 2016.

Beginning January 2011, the Texas Commission on Law Enforcement Standards and Education (TCOLE) posts a copy of each police department's racial profiling report on its website, and to further ensure transparency the information is also available on the city website.

Operational Considerations:

The Lancaster Police Department has adopted a detailed, written policy on racial profiling and currently collects the required information on racial profiling as required by State Law. The Lancaster Police Department contracted with the University of North Texas for the examination of contact data.

Legal Considerations:

The Texas Code of Criminal Procedure requires that the Lancaster Police Department 2016 Racial Profiling Analysis Report be submitted to the City of Lancaster governing body.

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. Council may approve the resolution as presented
2. Council may deny the resolution and request reconsideration at a future meeting

Recommendation:

Staff recommends approval of the resolution as presented.

Attachments

Resolution

Exhibit "A"

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, ACCEPTING THE 2016 RACIAL PROFILING ANALYSIS ANNUAL REPORT WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE AS EXHIBIT "A"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with the Racial Profiling Law adopted September 1, 2001, the Lancaster Police Department contracted with the University of North Texas to prepare racial profiling data for the City Council; and

WHEREAS, the City Council has received said report; and

WHEREAS, the City Council desires to accept the 2016 Lancaster Police Department Racial Profiling Analysis Report;

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

SECTION 1. That the 2016 Lancaster Police Department Racial Profiling Analysis Annual Report, which is attached hereto and incorporated herein by reference as Exhibit "A", is hereby, in all things accepted by the City Council of the City of Lancaster, Texas.

SECTION 2. This resolution shall take effect immediately from and after its passage as the law in such cases provides, and it is accordingly so resolved.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 24th Day of April, 2017.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

LANCASTER POLICE DEPARTMENT

2016

RACIAL PROFILING ANALYSIS



PREPARED BY:

Eric J. Fritsch, Ph.D.
Chad R. Trulson, Ph.D.



University of North Texas

Executive Summary

Article 2.132 (7) of the Texas Code of Criminal Procedure requires the annual reporting to the local governing body of data collected on the race or ethnicity of individuals stopped and issued citations or arrested subsequent to traffic stops and whether or not those individuals were searched. Since the law provides no clear instruction to a governing body on how to review such data, the Lancaster Police Department requested this analysis and review to assist the City Council in reviewing the data.

The analysis of material and data from the Lancaster Police Department revealed the following:

- **A COMPREHENSIVE REVIEW OF THE LANCASTER POLICE DEPARTMENT'S BIASED BASED POLICING AND RACIAL PROFILING POLICY SHOWS THAT THE LANCASTER POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH ARTICLE 2.132 OF THE TEXAS CODE OF CRIMINAL PROCEDURE.**
- **A REVIEW OF THE INFORMATION PRESENTED AND SUPPORTING DOCUMENTATION REVEALS THAT THE LANCASTER POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH TEXAS LAW ON TRAINING AND EDUCATION REGARDING RACIAL PROFILING.**
- **A REVIEW OF THE DOCUMENTATION PRODUCED BY THE DEPARTMENT REVEALS THAT THE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW ON THE RACIAL PROFILING COMPLAINT PROCESS AND PUBLIC EDUCATION ABOUT THE COMPLAINT PROCESS.**
- **ANALYSIS OF THE DATA REVEALS THAT THE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW ON THE COLLECTION OF RACIAL PROFILING DATA.**
- **THE ANALYSIS OF STATISTICAL INFORMATION FROM LANCASTER POLICE DEPARTMENT REVEALS THAT THERE ARE NO METHODOLOGICALLY CONCLUSIVE INDICATIONS OF SYSTEMIC RACIAL PROFILING BY THE DEPARTMENT.**
- **THE LANCASTER POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW CONCERNING THE PROHIBITION OF RACIAL PROFILING.**
- **THE LANCASTER POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW CONCERNING THE REPORTING OF INFORMATION TO TCOLE.**

Introduction

This report details an analysis of the Lancaster Police Department's policies, training, and statistical information on racial profiling for the year 2016. This report has been prepared to specifically comply with Article 2.132 of the Texas Code of Criminal Procedure (CCP) regarding the compilation and analysis of racial profiling data. Specifically, the analysis will address Articles 2.131 – 2.135 of the CCP and make a determination of the level of compliance with those articles by the Lancaster Police Department in 2016. The full copies of the applicable laws and regulations pertaining to this report are contained in Appendix A.

This report is divided into six analytical sections: Lancaster Police Department's policy on racial profiling; Lancaster Police Department's training and education on racial profiling; Lancaster Police Department's complaint process and public education on racial profiling; analysis of statistical data on racial profiling; an analysis of Lancaster Police Department's compliance with applicable laws on racial profiling; and a final section which includes new data reporting requirements to TCOLE as required beginning in 2011.

For the purposes of this report and analysis, the following definition of racial profiling is used: racial profiling means a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity (Texas CCP Article 3.05).

Lancaster Police Department Policy on Racial Profiling

A review of Lancaster Police Department's "Biased Based Policing and Racial Profiling" policy 2.01.1 revealed that the department has adopted policies in compliance with Article 2.132 of the Texas CCP. There are seven specific requirements mandated by Article 2.132 that a law enforcement agency must address. All seven are clearly covered in Lancaster's racial profiling policy. Lancaster Police Department policies provide clear direction that any form of racial profiling is prohibited and that officers found engaging in inappropriate profiling may be disciplined up to and including termination. The policies also provide a very clear statement of the agency's philosophy regarding equal treatment of all persons regardless of race, ethnicity, or national origin. Appendix B lists the applicable statute and corresponding Lancaster Police Department regulation.

A COMPREHENSIVE REVIEW OF LANCASTER POLICE DEPARTMENT'S BIASED BASED POLICING AND RACIAL PROFILING POLICY SHOWS THAT THE LANCASTER POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH ARTICLE 2.132 OF THE TEXAS CODE OF CRIMINAL PROCEDURE.

Lancaster Police Department Training and Education on Racial Profiling

Texas Occupation Code § 1701.253 and § 1701.402 require that curriculum be established and training certificates issued on racial profiling for all Texas peace officers. Information provided by Lancaster Police Department reveals that racial profiling training and certification is current for all officers. Moreover, additional racial profiling training has been assigned through the Texas Municipal League and sent to all officers to complete. Racial profiling training is specifically covered in Lancaster's Biased Based Profiling policy Section 4F.

A REVIEW OF THE INFORMATION PRESENTED AND SUPPORTING DOCUMENTATION REVEALS THAT THE LANCASTER POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH TEXAS LAW ON TRAINING AND EDUCATION REGARDING RACIAL PROFILING.

Lancaster Police Department Complaint Process and Public Education on Racial Profiling

Article 2.132 §(b)3-4 of the Texas Code of Criminal Procedure requires that law enforcement agencies implement a complaint process on racial profiling and that the agency provide public education on the complaint process. Lancaster Police Department's Biased Based Profiling policy Section 4D covers this requirement.

A REVIEW OF THE DOCUMENTATION PRODUCED BY THE DEPARTMENT REVEALS THAT THE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW ON THE RACIAL PROFILING COMPLAINT PROCESS AND PUBLIC EDUCATION ABOUT THE COMPLAINT PROCESS.

Lancaster Police Department Statistical Data on Racial Profiling

Article 2.132(b) 6 requires that law enforcement agencies collect statistical information on traffic citations and detentions with specific information on the race of the person cited. In addition, information concerning searches of persons and whether or not the search was based on consent is also to be collected. Lancaster Police Department submitted statistical information on all traffic stops in 2016 and accompanying information on the race of the person stopped. Accompanying this data was the relevant information on searches.

ANALYSIS OF THE DATA REVEALS THAT THE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW ON THE COLLECTION OF RACIAL PROFILING DATA.

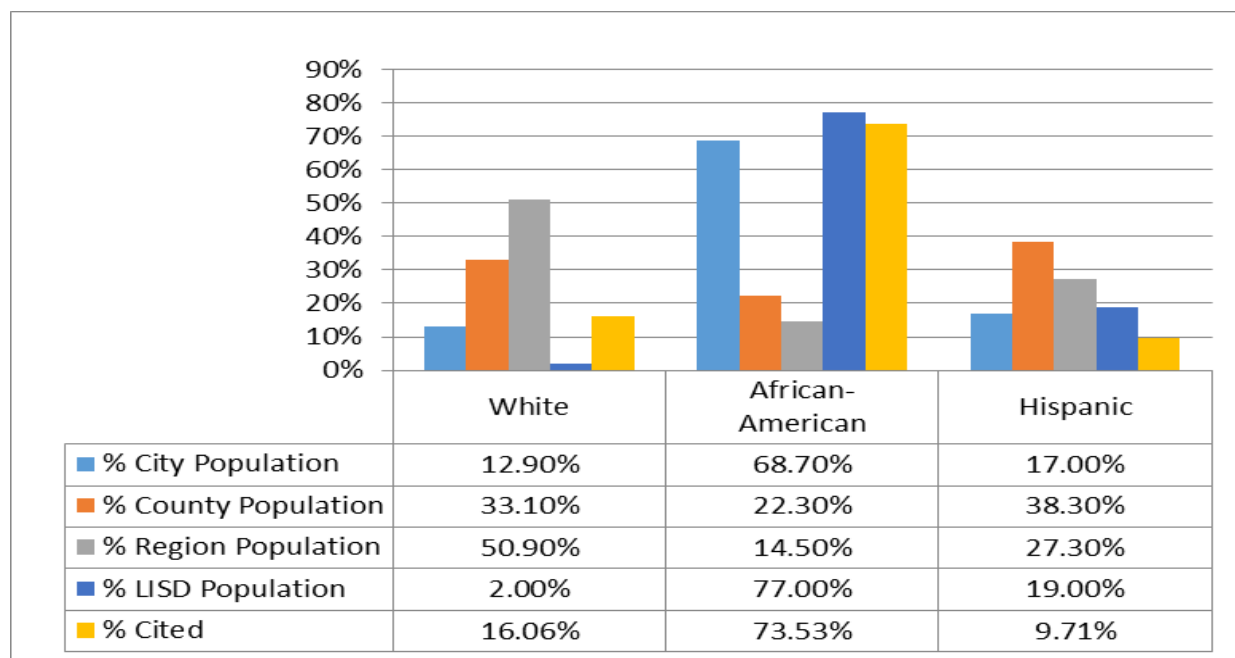
Analysis of the Data

The first chart depicts the percentages of the number of motor vehicle stops by racial group in 2016.¹ White drivers constituted 16.06 percent of all drivers stopped, whereas Whites constituted 12.90 percent of the city population, 33.10 percent of the county population, and 50.90 percent of the region population.² The chart shows that White drivers are stopped at a rate that is higher than the percentage of Whites in the city, but lower than the county and regional population. White drivers were stopped at a higher rate than the percentage of White students in the

¹ The total number of motor vehicle stops that resulted in an action (citation, arrest, or both) in 2016 equaled 4,154. See the TCOLE forms at the end of this report. However, not all stops resulted in arrest, citation, or both. In 2016, there were a total of 7,571 motor vehicle stops of citizens. The figure 7,571 is utilized in the tables and charts in the body of this report and the remainder of the report refers to "stops" rather than citations of drivers. The TCOLE forms at the end of this report examine stops that resulted in citation, arrest, or both.

²City, County, and Regional population figures are derived from the 2010 Census of the U.S. Census Bureau. "Regional" population figures are defined as the 16 county North Central Texas Council of Governments Region and is comprised of the following counties: Collin, Dallas, Denton, Ellis, Erath, Hood, Hunt, Johnson, Kaufman, Navarro, Palo Pinto, Parker, Rockwall, Somervell, Tarrant, and Wise.

Lancaster Independent School District (2.00 percent).³ African-American drivers constituted 73.53 percent of all drivers stopped, whereas African-Americans constituted 68.70 percent of the city population, 22.30 percent of the county population, and 14.50 percent of the region population. African-American stop rates were slightly higher than the percentage of African-Americans in the city population, and also higher than the percentage of African-Americans in the county and regional populations. However, African-Americans were stopped at a rate that is slightly lower than the percentage of African-American students in the LISD population (77.00 percent). Hispanic drivers constituted 9.71 percent of all drivers stopped, whereas Hispanics constituted 17.00 percent of the city population, 38.30 percent of the county population, and 27.30 percent of the regional population. Hispanic drivers were stopped at a rate that is lower than the percentage of Hispanics in the city, county, regional, and LISD populations.



As the chart shows, easy determinations regarding whether or not Lancaster police officers have “racially profiled” a given motorist are impossible given the nature of the data that has been collected and presented for this report. The law dictates that police agencies compile aggregate-level data regarding the *rates* at which agencies *collectively* stop motorists in terms of their race/ethnicity. These aggregated data are to be subsequently analyzed in order to determine whether or not *individual* officers are “racially profiling” motorists.

This methodological error, commonly referred to as the “ecological fallacy,” defines the dangers involved in making assertions about individual officer decisions based on the examination of aggregate incident level data. In short, one cannot “prove” that an *individual* officer has “racially profiled” any *individual* motorist based on the rate at which a department stops any given *group* of motorists.

³ Data on the racial make-up of LISD were obtained from the Lancaster ISD report “District Improvement Plan, 2016-2017. This report can be found at: http://www.lancasterisd.org/pdf/district/Improvement_Plan/2016_2017_District_Improvement_Plan.pdf.

Additional interpretation problems remain in regards to the specific measurement of “racial profiling” as defined by Texas state code. For example, officers are currently forced to make subjective determinations regarding an individual's race based on his or her personal observations because the Texas Department of Public Safety does not provide an objectively-based determination of an individual's race/ethnicity on the Texas driver's license. The absence of any verifiable race/ethnicity data on the driver's license is especially troubling given the racial diversity within the city of Lancaster and the North Texas region as a whole, and the large numbers of citizens who are of Hispanic and/or mixed racial descent. The validity of any racial/ethnic disparities discovered in the aggregate level data becomes threatened in direct proportion to the number of subjective “guesses” officers are forced to make when trying to determine an individual's racial/ethnic background.⁴

In addition, the data collected for the current report does not allow for an analysis that separates (or disaggregates) the discretionary decisions of officers to stop a motorist from those that are largely non-discretionary. For example, non-discretionary stops of motorists based on the discovery of outstanding warrants should not be analyzed in terms of whether or not “profiling” has occurred simply because the officer who has stopped a motorist as a result of the discovery of an outstanding warrant does not *independently* make the decision to stop, but rather, is required to stop that individual regardless of any determination of race. An officer cannot be determined to be “racially profiling” when organizational rules and state codes compel them to stop regardless of an individual's race/ethnicity. Straightforward aggregate comparisons of stop rates ignore these realities, and fail to distinguish between discretionary and non-discretionary law enforcement actions.

Finally, there has been considerable debate as to what the most appropriate population “base-rate” is in determining whether or not racial/ethnic disparities exist. As the current analysis shows in regards to the use of city, county, and regional population base-rates, the outcome of analyses designed to determine whether or not disparities exist is dependent on which base-rate is used. In addition, population growth and the changing demographic character of the North Texas region and particularly the city of Lancaster has exacerbated problems associated with determining appropriate base-rates because measures derived exclusively from the U.S. Census can become quickly outdated since they are compiled only once per decade. For example, in the years preceding the 2000 Census, it was unclear as to how this growth impacted the overall demographic character of the city. However, the 2010 Census has revealed that Lancaster has not only experienced large-scale growth over the course of the last several years, but has also become much more diverse as indicated by the demographic statistics presented in this report.

Related, the determination of valid stop base-rates becomes multiplied if analyses fail to distinguish between residents and non-residents who are stopped, because the existence of significant proportions of non-resident stops will lead to invalid conclusions if racial/ethnic comparisons are made exclusively to resident population figures.

In short, the methodological problems outlined above point to the limited utility of using aggregate level comparisons of the rates at which different racial/ethnic groups are stopped in order to determine whether or not racial profiling exists within a given jurisdiction.

⁴ In 2016, the race of the motorist was reported as “known” prior to the stop in 149 or roughly 4 percent of instances where a stopped motorist received a citation/arrest/both (4,154). See the TCOLE forms at the end of this report.

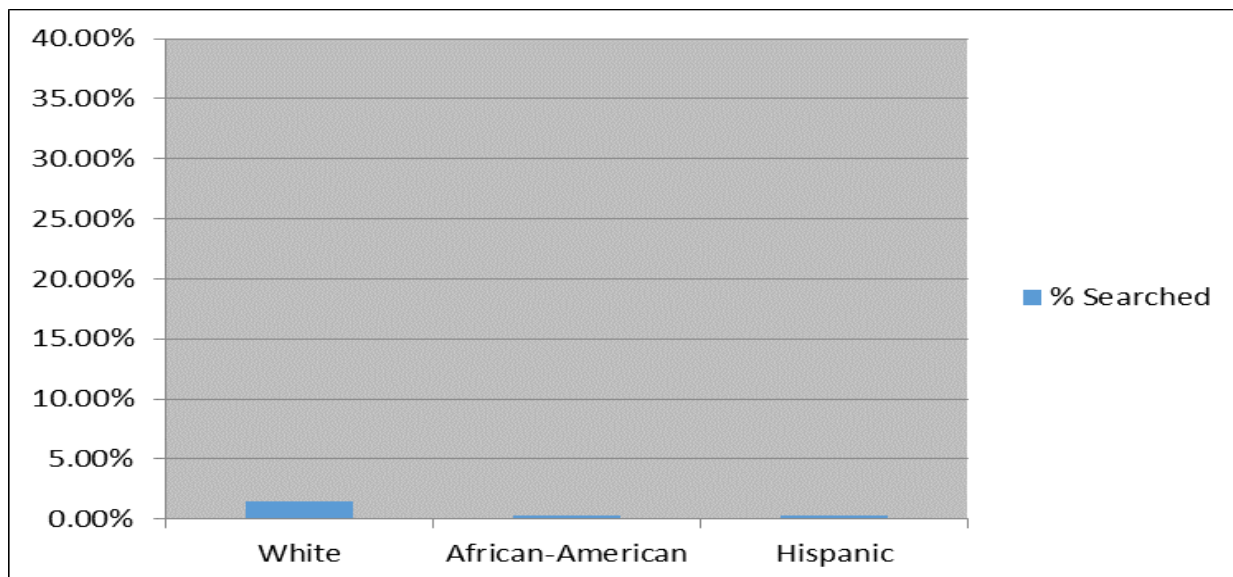
The table below reports the summaries for the total number of vehicle stops by the Lancaster Police Department for traffic offenses in 2016. In addition, the table shows the number of stopped individuals who granted consent to search and those stopped drivers who were arrested at the conclusion of the stop. The chart shows that roughly 14 percent of all drivers searched were White (168/1,193 total searches), roughly 11 percent (127) were Hispanic, and roughly 75 percent (898) were African-American. It is clear that the vast majority of the total number of drivers stopped (including White, African-American, and Hispanic groups) were not searched, as roughly 84 percent of all drivers who were stopped were not searched (1,193/7,571).

Action	White	African-American	Hispanic	Asian	Other	Total
Vehicle Stops	1,216	5,567	735	50	3	7,571
Searches	168	898	127	0	0	1,193
Consent Searches	18	19	2	1	0	40
Arrests	80	406	26	0	0	512

It should be noted that aggregate level comparisons regarding the rates at which drivers are searched by police are subject to some of the same methodological issues as those outlined above regarding analyses of aggregate level stop rates. Of particular concern is the absence of any analyses that separates discretionary searches from non-discretionary searches. For example, searches that are conducted incident to an arrest or as part of a vehicle tow inventory should not be included in analyses designed to examine whether or not racial profiling has occurred because these types of searches are non-discretionary in that the officer is compelled by law or departmental guidelines to conduct the search irrespective of the race of the stopped driver.

Less than 1 percent of the total number of stops resulted in a consensual search (40/7,571). So too, approximately 7 percent of drivers stopped were subject to an arrest. Of those arrested, roughly 16 percent (80/512 total arrests) were White, roughly 79 percent (406) were African-American, and roughly 5 percent (26) were Hispanic. Additional data regarding the reason for the arrest are necessary in order to further examine whether or not these data reflect individual officer decisions to arrest or non-discretionary actions based primarily on legal and/or organizational requirements (e.g., the existence of outstanding arrest warrants or on view criminal activity).

The bar chart below presents the percentage of drivers that were searched by consent within each racial category. The chart indicates that drivers who were stopped were rarely searched via consent across the racial categories. For example, roughly 1 percent of all White drivers who were stopped were also consent searched (18 consent searches of white drivers / 1,216 stops of white drivers), less than 1 percent of all African-American drivers who were stopped were consent searched, and less than 1 percent of all Hispanic drivers who were stopped were consent searched.



Analysis of Racial Profiling Compliance by Lancaster Police Department

The foregoing analysis shows that the Lancaster Police Department is fully in compliance with all relevant Texas laws concerning racial profiling, including the existence of a formal policy prohibiting racial profiling by its officers, officer training and educational programs, a formalized complaint process, and the collection of data in compliance with the law. Finally, internal records indicate that the department received no complaints in reference to racial profiling for the year 2016.

In addition to providing summary reports and analysis of the data collected by the Lancaster Police Department in 2016, this report also included an extensive presentation of some of the limitations involved in the level of data collection currently required by law and the methodological problems associated with analyzing such data for the Lancaster Police Department as well as police agencies across Texas. The Lancaster Police Department should continue its educational and training efforts within the department on racial profiling. Finally, the department should conduct periodic evaluations to assess patterns of officer decision-making on traffic stops. The final section of this report includes newly required TCOLE reporting information by Texas law enforcement organizations.

LPD TCOLE Reporting Forms



Partial Exemption Racial Profiling Reporting
(Tier 1)

Department Name Lancaster Police Department
Agency Number TX0571700
Chief Administrator Name Samuel Urbanski
Reporting Name Samuel Urbanski
Contact Number 972-218-2729
E-mail Address Surbanski@lancaster-tx.com

Certification to Report 2.132 (Tier 1) – Partial Exemption

Policy Requirements (2.132(b) CCP):

Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

- (1) clearly define acts constituting racial profiling;
- (2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;
- (3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;
- (4) provide public education relating to the agency's complaint process;
- (5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;
- (6) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
 - (A) the race or ethnicity of the individual detained;
 - (B) whether a search was conducted and, if so, whether the individual detained consented to the search; and
 - (C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and
- (7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - (A) the Commission on Law Enforcement Officer Standards and Education; and
 - (B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

These policies are in
effect


Chief Administrator

Date 2/14/17



**Partial Exemption Racial Profiling Reporting
(Tier 1)**

Video and Audio Equipment Exemption

Partial Exemption Claimed by (2.135(a) CCP):



all cars regularly used for motor vehicle stops are equipped with video camera and transmitter-activated equipment and each motor stop is recorded and the recording of the stop is retained for at least 90 days after the stop.

OR



In accordance with 2.135(a)(2) the agency has requested and not received funds to install the recording equipment

I claim this exemption


Chief Administrator

Date

2/14/17

Tier 1 State Report

Date Range: 01/01/2016 00:00:00 - 12/31/2016 23:59:59

PARTIAL EXEMPTION RACIAL PROFILING REPORTING (TIER 1)**INSTRUCTIONS: Please fill out all boxes. If zero, use 0.**

- 1. Total on line 4, 11, 14 and 17 must be equal**
- 2. Total on line 20 must equal line 15**

AGENCY NAME: LANCASTER POLICE DEPARTMENT**Number of motor vehicle stops (mark only 1 category per vehicle stop):**

1. 3902 Citation Only
2. 248 Arrest Only
3. 4 Both
4. 4154 (Total of 1-3)

Race or Ethnicity (mark only 1 category per vehicle stop):

5. 2946 African
6. 29 Asian
7. 705 Caucasian
8. 471 Hispanic
9. 2 Middle Eastern
10. 1 Native American
11. 4154 (Total of 5-10, must be the same as #4)

Race or Ethnicity known prior to stop?

12. 149 Yes
13. 4005 No
14. 4154 (Total of 12-13, must be the same as #4 and #11)

Search Conducted?

15. 544 Yes
16. 3610 No
17. 4154 (Total of 15-16, must be the same as #4, #11, and #14 above)

Was search consented?

18. 11 Yes
19. 533 No
20. 544 (Total, must equal #15)



**Partial Exemption Racial Profiling Reporting
(Tier 1)**

Option to submit required data by utilizing agency report

You must submit your report in PDF format

Electronic Submission of data required by 2.132(b)(6) CCP

(6) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:

- (A) the race or ethnicity of the individual detained;
- (B) whether a search was conducted and, if so, whether the individual detained consented to the search; and
- (C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

This report meets the above
requirements


Chief Administrator

2/14/17
Date

Send entire documents electronically to this website

www.tcleose.state.tx.us

Appendix A

Racial Profiling Statutes and Laws

Art. 3.05. RACIAL PROFILING.

In this code, "racial profiling" means a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 2, eff. Sept. 1, 2001.

Art. 2.131. RACIAL PROFILING PROHIBITED.

A peace officer may not engage in racial profiling.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Art. 2.132. LAW ENFORCEMENT POLICY ON RACIAL PROFILING.

(a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make motor vehicle stops in the routine performance of the officers' official duties.

(2) "Motor vehicle stop" means an occasion in which a peace officer stops a motor vehicle for an alleged violation of a law or ordinance.

(3) "Race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, Native American, or Middle Eastern descent.

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

- (1) clearly define acts constituting racial profiling;
 - (2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;
 - (3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;
 - (4) provide public education relating to the agency's complaint process;
 - (5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;
 - (6) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
 - (A) the race or ethnicity of the individual detained;
 - (B) whether a search was conducted and, if so, whether the individual detained consented to the search; and
 - (C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and
 - (7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - (A) the Commission on Law Enforcement Officer Standards and Education; and
 - (B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.
- (c) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.
- (d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make motor vehicle stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make motor vehicle

stops. If a law enforcement agency installs video or audio equipment as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a motor vehicle stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).

(f) On the commencement of an investigation by a law enforcement agency of a complaint described by Subsection (b)(3) in which a video or audio recording of the occurrence on which the complaint is based was made, the agency shall promptly provide a copy of the recording to the peace officer who is the subject of the complaint on written request by the officer.

(g) On a finding by the Commission on Law Enforcement Officer Standards and Education that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b)(7), the commission shall begin disciplinary procedures against the chief administrator.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Amended by: Acts 2011, 81st Leg., R.S., Ch. 1172, Sec. 25, eff. September 1, 2011.

Art. 2.133. REPORTS REQUIRED FOR MOTOR VEHICLE STOPS.

(a) In this article, "race or ethnicity" has the meaning assigned by Article 2.132(a).

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of any person operating the motor vehicle who is detained as a result of the stop, including:

(A) the person's gender; and

(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

- (2) the initial reason for the stop;
- (3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;
- (4) whether any contraband or other evidence was discovered in the course of the search and a description of the contraband or evidence;
- (5) the reason for the search, including whether:
 - (A) any contraband or other evidence was in plain view;
 - (B) any probable cause or reasonable suspicion existed to perform the search; or
 - (C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle;
- (6) whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;
- (7) the street address or approximate location of the stop; and
- (8) whether the officer issued a written warning or a citation as a result of the stop.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Amended by: Acts 2011, 81st Leg., R.S., Ch. 1172, Sec. 26, eff. September 1, 2011.

Art. 2.134. COMPILATION AND ANALYSIS OF INFORMATION COLLECTED.

(a) In this article:

- (1) "Motor vehicle stop" has the meaning assigned by Article 2.132(a).
- (2) "Race or ethnicity" has the meaning assigned by Article 2.132(a).

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each law enforcement agency shall submit a report containing the incident-based data compiled during the

previous calendar year to the Commission on Law Enforcement Officer Standards and Education and, if the law enforcement agency is a local law enforcement agency, to the governing body of each county or municipality served by the agency.

(c) A report required under Subsection (b) must be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities; and

(B) examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a motor vehicle stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).

(e) The Commission on Law Enforcement Officer Standards and Education, in accordance with Section 1701.162, Occupations Code, shall develop guidelines for compiling and reporting information as required by this article.

(f) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

(g) On a finding by the Commission on Law Enforcement Officer Standards and Education that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b), the commission shall begin disciplinary procedures against the chief administrator.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Amended by: Acts 2011, 81st Leg., R.S., Ch. [1172](#), Sec. 27, eff. September 1, 2011.

Art. 2.135. PARTIAL EXEMPTION FOR AGENCIES USING VIDEO AND AUDIO EQUIPMENT.

(a) A peace officer is exempt from the reporting requirement under Article 2.133 and the chief administrator of a law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, is exempt from the compilation, analysis, and reporting requirements under Article 2.134 if:

(1) during the calendar year preceding the date that a report under Article 2.134 is required to be submitted:

(A) each law enforcement motor vehicle regularly used by an officer employed by the agency to make motor vehicle stops is equipped with video camera and transmitter-activated equipment and each law enforcement motorcycle regularly used to make motor vehicle stops is equipped with transmitter-activated equipment; and

(B) each motor vehicle stop made by an officer employed by the agency that is capable of being recorded by video and audio or audio equipment, as appropriate, is recorded by using the equipment; or

(2) the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a)(1)(A) and the agency does not receive from the state funds or video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.

(b) Except as otherwise provided by this subsection, a law enforcement agency that is exempt from the requirements under Article 2.134 shall retain the video and audio or audio documentation of each motor vehicle stop for at least 90 days after the date of the stop. If a complaint is filed with the law enforcement agency alleging that a peace officer employed by the agency has engaged in racial profiling with respect to a motor vehicle stop, the agency shall retain the video and audio or audio record of the stop until final disposition of the complaint.

(c) This article does not affect the collection or reporting requirements under Article 2.132.

(d) In this article, "motor vehicle stop" has the meaning assigned by Article 2.132(a).

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Amended by: Acts 2011, 81st Leg., R.S., Ch. 1172, Sec. 28, eff. September 1, 2011.

Art. 2.136. LIABILITY.

A peace officer is not liable for damages arising from an act relating to the collection or reporting of information as required by Article 2.133 or under a policy adopted under Article 2.132.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Art. 2.137. PROVISION OF FUNDING OR EQUIPMENT.

(a) The Department of Public Safety shall adopt rules for providing funds or video and audio equipment to law enforcement agencies for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), including specifying criteria to prioritize funding or equipment provided to law enforcement agencies. The criteria may include consideration of tax effort, financial hardship, available revenue, and budget surpluses. The criteria must give priority to:

(1) law enforcement agencies that employ peace officers whose primary duty is traffic enforcement;

(2) smaller jurisdictions; and

(3) municipal and county law enforcement agencies.

(b) The Department of Public Safety shall collaborate with an institution of higher education to identify law enforcement agencies that need funds or video and audio equipment for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A). The collaboration may include the use of a survey to assist in developing criteria to prioritize funding or equipment provided to law enforcement agencies.

(c) To receive funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency needs funds or video and audio equipment for that purpose.

(d) On receipt of funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency has installed video and audio equipment as described by Article 2.135(a)(1)(A) and is using the equipment as required by Article 2.135(a)(1).

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Art. 2.138. RULES.

The Department of Public Safety may adopt rules to implement Articles 2.131-2.137.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Art. 2.1385. CIVIL PENALTY.

(a) If the chief administrator of a local law enforcement agency intentionally fails to submit the incident-based data as required by Article 2.134, the agency is liable to the state for a civil penalty in the amount of \$1,000 for each violation. The attorney general may sue to collect a civil penalty under this subsection.

(b) From money appropriated to the agency for the administration of the agency, the executive director of a state law enforcement agency that intentionally fails to submit the incident-based data as required by Article 2.134 shall remit to the comptroller the amount of \$1,000 for each violation.

(c) Money collected under this article shall be deposited in the state treasury to the credit of the general revenue fund.

Added by Acts 2011, 81st Leg., R.S., Ch. 1172, Sec. 29, eff. September 1, 2011.

Appendix B

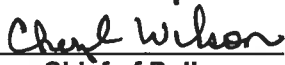
Racial Profiling Laws and Corresponding Department Policies

Texas CCP Article	LANCASTER POLICE DEPARTMENT Racial Profiling Policy
2.132(b)1	Section 3
2.132(b)2	Section 1-2
2.132(b)3	Section 4D
2.132(b)4	Section 4D
2.132(b)5	Section 4C
2.132(b)6	Section 4E
2.132(b)7	Section 4E

Appendix C

Lancaster Police Department Racial Profiling Policy

LANCASTER, POLICE DEPARTMENT
GENERAL ORDERS MANUAL

Effective Date August 26, 2015		Amended Date		Directive 2.01.1	
Subject Biased Based Policing and Racial Profiling					
Reference			Approved  Cheryl Wilson Chief of Police		
Distribution All Personnel City Manager City Attorney		TPCA Best Practices Recognition Program Reference 2.01		Review Date	Pages 8

This Operations Directive is for internal use only and does not enhance an officer's civil or criminal liability in any way. It should not be construed as a creation of a higher standard of safety or care in an evidentiary sense, with respect to third party claims. Violations of this Operations Directive, if proven, may only form the basis for a complaint by this Department, and only in a non-judicial administrative setting.

SECTION 1 PURPOSE

The purpose of this policy is to reaffirm the Lancaster Police Department's commitment to unbiased policing in all of its encounters between officers and any person; to reinforce procedurally just ways that serve to ensure public confidence and mutual trust through the provision of services in a fair and equitable fashion; and to protect our officers from unwarranted accusations of misconduct when they act within the dictate of departmental policy and the law.

SECTION 2 POLICY

- A. It is the policy of the department to protect the constitutional rights of all persons. Allegations of racial profiling or discriminatory practices, real or perceived, are detrimental to the relationship between police and the communities they protect and serve because they strike at the basic foundation of public trust. This trust is essential to effective community-based policing. Racial profiling is considered misuse of valuable police resources; such improper methods violate the civil rights of members of the public and may lead to increased exposure to liability for the officer and the department. The department does not endorse, train, teach, support, or condone any type of bias, stereotyping, or racial profiling by its officers. While recognizing that most officers perform their duties in a professional, ethical, and impartial manner, the department is committed to identifying and eliminating any instances of racial profiling.
- B. It is the policy of the department to:
1. provide all people within the community fair and impartial police services consistent with procedural justice, constitutional and statutory mandates;
 2. assure the highest standard of integrity and ethics among all our members;
 3. respect the diversity and the lawful cultural practices of all people;
 4. take positive steps to identify, prevent, and eliminate any instances of racial profiling by our members; and

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GENERAL ORDERS MANUAL

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5. continue our commitment to community based policing and problem solving, including vigorous, lawful and nondiscriminatory traffic enforcement that promotes public safety and strengthens public trust, confidence, and awareness.
- C. It is the policy of the department to police in a proactive manner and to aggressively investigate suspected violations of law. Officers shall actively enforce local, state and federal laws in a responsible and professional manner without regard to race, gender, ethnicity, or national origin. Officers are strictly prohibited from engaging in racial profiling as defined in this policy. This policy shall be applicable to all persons, whether drivers, passengers, or pedestrians.
- D. Officers, when dealing with the community shall conduct themselves in procedurally just ways, procedurally just behavior is based on four central principles: (1) treating people with dignity and respect, (2) giving individuals "voices" during encounters, (3) being neutral and transparent in decision making and (4) conveying trustworthy motives. These principles lead to relationships in which the community trusts that officers are honest, unbiased, benevolent, and lawful. The community therefore feels obligated to follow the law and the dictates of legal authorities and is more willing to cooperate with and engage those authorities because it believes that it shares a common set of interest and values with the community.

SECTION 3 DEFINITIONS

- A. **Bias:** prejudice or partiality based on preconceived ideas, a person's upbringing, culture, experience, or education.
- B. **Biased Policing:** stopping, detaining, searching, or attempting to search, or using force against a person based upon his or her race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group.
- C. **Ethnicity:** a cluster of characteristics that may include race but also cultural characteristics or traits that are shared by a group with a common experience or history.
- D. **Frisk:** a limited search or patting down of a suspect's outer clothing for the purpose of officer safety. A frisk must be based on reasonable suspicion that the suspect is armed with a deadly weapon, and that if he is not searched and disarmed, harm will come to the officer or another person. A limited search or frisk of an automobile after a valid stop is permissible if the officer has reasonable suspicion the suspect is dangerous and might gain immediate control of a weapon. The search is limited to the areas in which a weapon may be placed or hidden.
- E. **Gender:** unlike sex, a psychological classification based on cultural characteristics or traits.
- F. **Gender Profiling:** is defined as a law enforcement-initiated action based on an individual's gender rather than on the individual's behavior or involvement in criminal activity.
- G. **Procedural Justice:** the way officers and other legal authorities interact with the public and how the characteristics of those interactions shape the public's trust of the police.
- H. **Probable Cause:** is defined as more than bare suspicion; it exists when the facts and circumstances within the officer's knowledge and of which they have reasonably trustworthy information are sufficient

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in themselves to warrant a person of reasonable caution to believe that an offense has been or is being committed.

- I. **Race:** a category of people of a particular decent, including Caucasian, African, Hispanic, Asian, Middle Eastern, or Native American descent. As distinct from ethnicity, race refers only to physical characteristics sufficiently distinctive to group people under a classification.
- J. **Racial Profiling:** a law enforcement-initiated action based on an individual's race, ethnicity or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity. The term is not relevant as it pertains to witnesses, complainants, persons needing assistance, or other citizen contacts.
 1. Examples of racial profiling include, but are not limited to, the following:
 - a. Citing a driver because of the cited driver's race, ethnicity, or national origin; or
 - b. detaining the driver of a vehicle based on the determination that a person of that race, ethnicity, or national origin is unlikely to own or possesses that specific make or model of vehicle; or
 - c. detaining an individual based upon the determination that a person of that race, ethnicity, or national origin does not belong in a specific part of town or a specific place
- K. **Reasonable Suspicion** is defined as specific, articulable facts leading a reasonable police officer to believe that a person has committed, is committing, or may be about to commit a crime. Reasonable suspicion is less than probable cause, but more than a mere hunch. Reasonable grounds for suspicion depend on the circumstances in each case. There must be an objective basis for that suspicion based on facts, information, and/or intelligence.
- L. **Sex:** a biological classification, male or female, based on physical and genetic characteristics.
- M. **Search:** an examination or exploration of an individual's house, premises, vehicle or person to discover stolen property, contraband or other items that may be evidence of a crime.
- N. **Search incident to arrest:** a full search of an arrested person and of the vicinity around him or her. The search is conducted for officer safety and to prevent the destruction of evidence.
- O. **Consent search:** a search permitted by a person with apparent authority to allow the search. To be valid, consent must be voluntary and intelligent, based on a totality of circumstances. Voluntary means that the consent was not forced or coerced. Intelligent means the person giving consent must know what he or she is doing.
- P. **Inventory:** an administrative process by which items of property in an impounded vehicle are listed and secured. An inventory is not a search and should not be used as a substitute for a search. The specific objectives of an inventory are to protect the property of the defendant, to protect the police against any claim of lost property, and to protect police personnel and others from any dangerous instruments.

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- Q. **Pedestrian Stop:** an interaction between a peace officer and an individual traveling on foot who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.
- R. **Traffic Stop:** vehicle stops whereas a peace officer stops a motor vehicle for an alleged violation of law or ordinance regulating traffic.

SECTION 4 PROCEDURES

A. GENERAL RESPONSIBILITIES

1. Officers are prohibited from engaging in racial or bias-based profiling or stopping, detaining, searching, arresting, or taking any enforcement action including seizure or forfeiture activities, against any person based solely on the person's race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group. These characteristics, however, may form part of reasonable suspicion or probable cause when officers are seeking a suspect with one or more of these attributes.
2. Investigative detentions, traffic stops, arrests, searches, and property seizures by officers will be based on a standard of reasonable suspicion or probable cause in accordance with the Fourth Amendment of the U.S. Constitution. Officers must be able to articulate specific facts and circumstances that support reasonable suspicion or probable cause for investigative detentions, traffic stops, pedestrian stops, arrests, nonconsensual searches, and property seizures. Except as provided in number three (3) below, officers shall not consider race/ethnicity in establishing either reasonable suspicion or probable cause. Similarly, except as provided below, officers shall not consider race/ethnicity in deciding to initiate even those nonconsensual encounters that do not amount to legal detentions or to request consent to search.
3. Officers may take into account the reported race or ethnicity of a specific suspect or suspects based on trustworthy, locally relevant information that links a person or persons of a specific race/ethnicity to a particular unlawful incident(s). Race/ethnicity can never be used as the sole basis for probable cause or reasonable suspicion. Reasonable suspicion or probable cause shall form the basis for any enforcement actions or decisions. Individuals shall be subjected to stops, seizures, or detentions only upon reasonable suspicion that they have committed, are committing, or are about to commit an offense. Officers shall document the elements of reasonable suspicion and probable cause in appropriate reports.
4. Officers shall observe all constitutional safeguards and shall respect the constitutional rights of all persons.
 - a. As traffic stops furnish a primary source of bias-related complaints, officers shall have a firm understanding of the warrantless searches allowed by law, particularly the use of consent. How the officer disengages from a traffic stop may be crucial to a person's perception of fairness or discrimination.
 - b. Officers shall not use the refusal or lack of cooperation to justify a search of the person or vehicle or a prolonged detention once reasonable suspicion has been dispelled.

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5. All personnel shall treat everyone with the same courtesy and respect that they would have others observe to department personnel. To this end, personnel are reminded that the exercise of courtesy and respect engenders a future willingness to cooperate with law enforcement.
 - a. Personnel shall facilitate an individual's access to other governmental services whenever possible, and shall actively provide referrals to other appropriate agencies.
 - b. All personnel shall courteously accept, document, and forward to the Chief of Police any complaints made by an individual against the department. Further, officers shall provide information on the complaint's process and shall give copies of "How to Make a Complaint" when appropriate.
6. When feasible, personnel shall offer explanations of the reasons for enforcement actions or other decisions that bear on the individual's well-being unless the explanation would undermine an investigation or jeopardize an officer's safety.
7. When concluding an encounter, personnel shall thank him or her for cooperating.
8. When feasible, all personnel shall identify themselves by name. When a person requests the information, personnel shall give their departmental identification number, name of the immediate supervisor, or any other reasonable information.
9. All personnel are accountable for their actions. Personnel shall justify their actions when required.

B. SUPERVISORY RESPONSIBILITIES

1. Supervisors shall be held accountable for the observance of constitutional safeguards during the performance of their duties. Supervisors shall identify and correct instances of bias in the work of their subordinates.
2. Supervisors shall use the disciplinary mechanisms of the department to ensure compliance with this order and the constitutional requirements of law enforcement.
3. Supervisors shall be mindful that in accounting for the actions and performance of subordinates, supervisors are key to maintaining community trust in law enforcement. Supervisors shall continually reinforce the ethic of impartial enforcement of the laws, and shall ensure that personnel, by their actions, maintain the community's trust in law enforcement.
4. Supervisors are reminded that biased enforcement of the laws engenders not only mistrust of law enforcement, but increases safety risks to personnel. Lack of control over bias also exposes the department to liability consequences.
5. Supervisors shall be held accountable for repeated instances of biased enforcement of their subordinates.
6. Supervisors shall ensure that all enforcement actions are duly documented per departmental policy. Supervisors shall ensure that all reports show adequate documentation of reasonable suspicion and probable cause, if applicable.

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7. Supervisors shall facilitate the filing of any complaints about law- enforcement service.

C. DISCIPLINARY CONSEQUENCES

1. Failure to report any observed or known violations of this policy by any police department employee shall result in corrective action being taken against the employee.
2. Officers found in violation of this policy or who have a sustained racial profiling complaint shall be subject to corrective action which may include, diversity, sensitivity, or other appropriate training, counseling, a written reprimand, suspension from duty with or without pay, indefinite suspension, or other appropriate action as determined by the Chief of Police.

D. COMPLAINTS

1. Any person may file a complaint with the department if they believe they have been stopped or searched on the basis of their race, ethnicity, national origin, sexual orientation, religion, economic status, age cultural group, gender or any other identifiable group. No person shall be discouraged, intimidated, or coerced from filing such a complaint, or discriminated against because they have filed such a complaint.
2. A complaint from a citizen regarding racial profiling may be made to any police department supervisor or, if available, to the Office of Professional Responsibility. A complaint from a citizen can be made by writing a letter, calling the police department and requesting a police supervisor to their location (inside the city limits) or by coming to the police station. If, after discussing the complaint with a supervisor the citizen wishes to file a formal complaint they must complete and sign a formal written complaint. All complaints received shall be forwarded in writing through the chain of command to the Chief of Police.
3. In addition to the formal written complaint, the supervisor receiving the complaint shall complete a Complainant Initial Contact (CIC) form and obtain the digital video from the officer's vehicle. The supervisor shall label the digital video, indicating the unit number and date and time the video was pulled from the unit. The video will be forwarded with the written formal complaint and the Complainant Initial Contact form through the chain of command to the Chief of Police by the end of the supervisor's tour of duty. All videos of incidents alleging racial or gender profiling shall be retained with the investigative file.
4. The Chief of Police will then assign the complaint to an appropriate department supervisor or the Office of Professional Responsibility to investigate the complaint.
5. The department shall provide education to the public concerning the complaint process. Written information regarding how a citizen may file a complaint or issue a commendation for an officer shall be made available to the public at a variety of locations, including public meetings, in the lobby of the public safety building and City Hall. This information shall also be available on the department's website (www.lancaster-tx.com).

E. CITATION, DATA COLLECTION AND REPORTING

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1. Each officer shall be required to collect information relating to all traffic or pedestrian stops by documenting the required information on a traffic citation or a written warning. All self-initiated traffic and pedestrian stops made whether or not a citation or written warning is issued, the officer shall complete a racial profiling incident report in the Racial Profiling Module. The racial profiling incident report can be completed through the use of the in car computer program Visual MCT, a computer at the Lancaster Police station with the computer program MOBLAN or RMS or at the jail through Visual MCT, MOBLAND or RMS.
2. The officer will document the following information in the Racial Profiling Module:
 - a. the date and time of the stop;
 - b. the duration of the stop;
 - c. whether the stop was video recorded;
 - d. the location of the stop;
 - e. the stopped subject's gender;
 - f. the stopped subject's race or ethnicity;
 - g. if the stopped subject's race or ethnicity was known prior to the stop;
 - h. the residency status of the stopped subject;
 - i. the type of stop;
 - j. the reason for the stop;
 - k. if a search was conducted, if so on who;
 - l. the authority of the search;
 - m. if any type of illegal contraband was located during the search;
 - n. the result of the stop; and
 - o. any charges filed
3. Once an officer has completed the racial profiling incident report it should be submitted into the Records Management System. Officers should complete and submit all required racial profiling incident report(s) by the end of their duty shift unless the officer receive permission to turn the report(s) in the following day from their direct supervisor. If permission is granted by the officer's direct supervisor, the officer should complete and submit the report(s) by the end of their next duty shift.

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4. By March of each year, the department shall submit a written report to the City Council that includes the information gathered from the traffic stops in the preceding calendar year. The report will include:
 - a. a breakdown of traffic stops by race and ethnicity;
 - b. the number of traffic stops that resulted in a search and the basis for the searches;
 - c. the number of searches that resulted in contraband being discovered and, if so, the type of contraband; and
 - d. the number of traffic stops that resulted in custodial arrests
5. The Operations Division Assistant Chief of Police shall be responsible for providing a report to the Chief of Police that contains this information.

F. RACIAL PROFILING TRAINING

1. Officers are responsible to adhere to all Texas Commission on Law Enforcement training and the Law Enforcement Management Institute of Texas (LEMIT) requirements as mandated by law.
2. All officers shall complete Texas Commission on Law Enforcement training and education program on racial profiling not later than the second anniversary of the date the officer is licensed under Chapter 1701, Texas Occupation Code, or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier. At the discretion of the Chief of Police, additional diversity and sensitivity training may be required for officers with sustained racial profiling or other discrimination complaints filed against them.
3. The Chief of Police, as part of the initial training and continued education for such appointment, will be required to attend the Law Enforcement Management Institute of Texas program on racial profiling.
4. Supervisors shall conduct periodic roll call training regarding racial profiling issues, including implementation and enforcement of this policy.

G. SCOPE OF RESPONSIBILITY

1. All members of the department shall know and comply with all aspects of this directive.
2. All Division Commanders and supervisory personnel are responsible for ensuring compliance with the provisions and intent of this directive.

LANCASTER CITY COUNCIL

City Council Regular Meeting

3.

Meeting Date: 04/24/2017

Policy Statement: This request supports the City Council 2016-2017 Policy Agenda

Goal(s): Financially Sound Government

Submitted by: Fabrice Kabona, Assistant to the City Manager

Agenda Caption:

Consider an ordinance granting a franchise for the collection and removal of industrial solid waste and recyclable materials to HD Waste & Recycling, LLC.

Background:

Article 13.1400 of the Lancaster Code of Ordinances requires all solid waste operators to obtain a franchise agreement in order to collect, haul, or transport solid waste or industrial solid waste and recyclable materials from commercial properties within the City of Lancaster. It is unlawful for any industrial waste operator to operate within the City of Lancaster without such a franchise. HD Waste & Recycling, LLC is a family, minority woman owned business serving the Dallas Metroplex since 2009. HD Waste & Recycling, LLC desires to do business in the City of Lancaster.

Operational Considerations:

HD Waste & Recycling, LLC 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 canceled. In addition, HD Waste & Recycling, LLC agrees to carry certain insurance policies for worker's compensation, automobile and public liability in which the City shall be named as additional insured.

In accordance with the Lancaster Charter Article 9, Section 9.06 (C) stating that "No franchise shall ever be granted until it has been approved by the majority of the City Council, after having been read in full at two (2) regular meetings of the City Council"; this will count as the second reading of this franchise application.

The ordinance was read and discussed at City Council regular meeting on Monday, April 10, 2017.

Legal Considerations:

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

Public Information Considerations:

This item is being considered at a regular meeting posted in accordance with the Texas Open Meetings Act.

Fiscal Impact:

A street use fee of ten percent (10%) of the gross revenue collected from customers within the City limits by HD Waste & Recycling, LLC will be collected on a monthly basis.

Options/Alternatives:

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

Recommendation:

Staff recommends approval of the ordinance as presented.

Attachments

Ordinance

Franchise Agreement

Application form

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, GRANTING TO HD WASTE & RECYCLING, LLC, 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 INDUSTRIAL 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, HD Waste & Recycling, LLC (hereinafter "Company") desires to provide for the collection, removal and disposal of industrial solid waste and recyclable materials generated by businesses and development projects in the City; and

WHEREAS, HD Waste & Recycling, LLC 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 HD Waste & Recycling, LLC, 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 industrial solid waste and recyclable materials from 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 industrial solid waste and recyclable materials 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

If to the Company:

HD Waste & Recycling, LLC
ATTN: Diana Martinez
P.O. Box 851734
Dallas, TX 75217

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 and approved by the City Council of the City of Lancaster, Texas, on this the 24th day of April, 2017.

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 DISPOSAL FRANCHISE
AGREEMENT**

COUNTY OF DALLAS

THIS AGREEMENT is made and entered into this 24th day of April, 2017 by and between the City of Lancaster, Texas (hereinafter "City") and HD Waste & Recycling, LLC. (hereinafter "Company").

WITNESSETH:

WHEREAS, the City desires to enter into an agreement providing for the disposal of industrial solid waste and recycle generated by industrial businesses and development projects 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 industrial solid waste;

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 May, 2017 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 of Lancaster

ATTN: City Manager

P. O. Box 940

Lancaster, Texas 75146-0946

If to the Company:

HD Waste & Recycling, LLC

ATTN: Diana Martinez

P.O. Box 851734

Dallas, TX 75217

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.

HD Waste & Recycling, LLC
(company name)

By: _____
(authorized agent signature)

(print name)

Its: _____
(title)

City of Lancaster, Texas

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 _____.

Business Name: HD Waste & Recycling, LLC

Owner's (President, CEO, etc.) Name: Diana Martinez

Title: Owner

Representative's Name: Hugo Martinez

Title: Operation Manager

Location Address: (City) 10631 CF Hawn Fwy, Dallas (State) TX (Zip) 75217

Mailing Address: (City) PO Box 851734 (State) TX (Zip) 75185-1734

Phone Number: (214) 792 - 9199

Type of Business: Trash and Recycling Roll Off Dumpster Hauler

Is the business a: Corporation _____ Association _____ Partnership _____

Other (name the type) Sole-Proprietorship

Authorized Signature: *Diana Martinez*

Date: 2/14/2017

I, Diana Martinez, as Owner of HD Waste & Recycling, LLC
(Owner's Name) (Title) (Company Name)
understand and agree to the terms of this franchise. I assign Diana Martinez
(Name)
as representative of HD Waste & Recycling, LLC in dealing with the requirements
(Company Name)
of this permit.

Diana Martinez

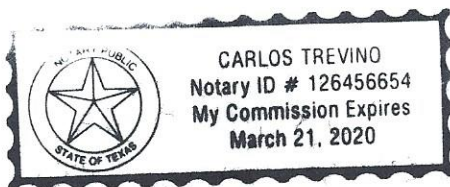
State of Texas

County of Dallas

Before me, a notary public, on this day personally appeared DIANA MARTINEZ
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 14 day of February, 2017

Carlos Trevino

Notary Public Signature



LANCASTER CITY COUNCIL

City Council Regular Meeting

4.

Meeting Date: 04/24/2017

Policy Statement: This request supports the City Council 2016-2017 Policy Agenda

Goal(s): Financially Sound Government

Submitted by: Fabrice Kabona, Assistant to the City Manager

Agenda Caption:

Consider an ordinance granting a franchise for the collection and removal of industrial solid waste and recyclable materials to Moore Disposal Inc.

Background:

Article 13.1400 of the Lancaster Code of Ordinances requires all solid waste operators to obtain a franchise agreement in order to collect, haul, or transport solid waste or industrial solid waste and recyclable materials from commercial properties within the City of Lancaster. It is unlawful for any industrial waste operator to operate within the City of Lancaster without such a franchise. Moore Disposal Inc was established in 1991 to provide portable toilet, roll off, street sweeping, and compactor services in the DFW Metroplex. Moore Disposal is the oldest portable toilet company in Dallas. They are one of only two locally owned and operated solid and liquid waste haulers in the Dallas area. Moore Disposal Inc desires to do business in the City of Lancaster.

Operational Considerations:

Moore Disposal Inc 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 canceled. In addition, Moore Disposal Inc agrees to carry certain insurance policies for worker's compensation, automobile and public liability in which the City shall be named as additional insured.

In accordance with the Lancaster Charter Article 9, Section 9.06 (C) stating that "No franchise shall ever be granted until it has been approved by the majority of the City Council, after having been read in full at two (2) regular meetings of the City Council"; this will count as the second reading of this franchise application.

The ordinance was read and discussed at City Council regular meeting on Monday, April 10, 2017.

Legal Considerations:

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

Public Information Considerations:

This item is being considered at a regular meeting posted in accordance with the Texas Open Meetings Act.

Fiscal Impact:

A street use fee of ten percent (10%) of the gross revenue collected from customers within the City limits by Moore Disposal Inc will be collected on a monthly basis.

Options/Alternatives:

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

Recommendation:

Staff recommends approval of the ordinance as presented.

Attachments

Ordinance

Moore Franchise Agreement

Application form

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, GRANTING TO MOORE DISPOSAL INC., 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 INDUSTRIAL 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, Moore Disposal Inc. (hereinafter "Company") desires to provide for the collection, removal and disposal of industrial solid waste and recyclable materials generated by businesses and development projects in the City; and

WHEREAS, Moore Disposal Inc. 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 Moore Disposal Inc., 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 industrial solid waste and recyclable materials from 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 industrial solid waste and recyclable materials 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

If to the Company:

Moore Disposal Inc.
ATTN: Calvin Schiff
2128 Hawes
Dallas, TX 75235

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 and approved by the City Council of the City of Lancaster, Texas, on this the 24th day of April, 2017.

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 DISPOSAL FRANCHISE
AGREEMENT**

§

COUNTY OF DALLAS

§

THIS AGREEMENT is made and entered into this 24th day of April, 2017 by and between the City of Lancaster, Texas (hereinafter "City") and Moore Disposal Inc. (hereinafter "Company").

WITNESSETH:

WHEREAS, the City desires to enter into an agreement providing for the disposal of industrial solid waste and recycle generated by industrial businesses and development projects 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 industrial solid waste;

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 May, 2017 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 of Lancaster
ATTN: City Manager
P. O. Box 940
Lancaster, Texas 75146-0946

If to the Company:
Moore Disposal Inc.
ATTN: Calvin Schiff
2128 Hawes
Dallas, TX 75235

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.

Moore Disposal Inc
(company name)

By: _____
(authorized agent signature)

(print name)

Its: _____
(title)

City of Lancaster, Texas

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 _____.

Business Name: Moore Disposal Inc

Owner's (President, CEO, etc.) Name: Thomas G Schiff

Title: CEO

Representative's Name: Calvin Schiff

Title: MGR

Location Address: (City) _____ (State) _____ (Zip) _____

Mailing Address: (City) 34811 LBJ #2110 (State) Dallas (Zip) 75241

Phone Number: 214-357-4357

Type of Business: Waste Removal - Trash & Recycling

Is the business a: Corporation ☒ Association _____ Partnership _____

Other (name the type) _____

Authorized Signature: Calvin Schiff

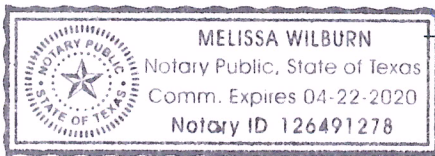
Date: 3/7/17

I Calvin Schiff, as mgr of Movie Disposal
(Owner's Name) (Title) (Company Name)
understand and agree to the terms of this franchise. I assign _____
(Name)
as representative of _____ in dealing with the requirements
(Company Name)
of this permit.

Calvin Schiff

State of Texas
County of Dallas

Before me, a notary public, on this day personally appeared Calvin Schiff,
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 7 day of March, 2017.



Melissa Wilburn
Notary Public Signature

LANCASTER CITY COUNCIL

City Council Regular Meeting

5.

Meeting Date: 04/24/2017

Policy Statement: This request supports the City Council 2016-2017 Policy Agenda

Goal(s): Quality Development

Submitted by: Shane Shepard, Economic Development Director

Agenda Caption:

Discuss and consider a resolution amending the City of Lancaster Tax Incentive Policy to include incentives for lodging facilities.

Background:

In June of 2016, City Council approved the Strategic Plan, Council identified the objective to "Develop a strategy to pursue the development of a nationally brand hotel/convention center in Lancaster."

Staff researched opportunities and strategies to accomplish the goal. In doing so, identified a model that has been implemented and withstood challenges utilizing hotel occupancy tax funds as an incentive to construct a lodging facility to include conference and convention amenities.

Council received a presentation at the April 10, 2017 Work Session regarding the addition of a Hotel Occupancy Tax (HOT) funds rebate section to the current Tax Incentive Policy.

Options/Alternatives:

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

Recommendation:

Staff recommends approval of the resolution as presented.

Attachments

Resolution

Exhibit A - Tax Incentive Policy

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, AMENDING AND IMPLEMENTING A TAX INCENTIVE POLICY FOR THE PROMOTION OF LOCAL ECONOMIC DEVELOPMENT AND FOR STIMULATION OF BUSINESS AND COMMERCIAL ACTIVITY WITHIN THE COMMUNITY, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lancaster is committed to the overall economic development of the community through job creation and the growth of new business enterprises and the expansion of existing business enterprises thus enhancing the growth of the commercial tax base of the community, and;

WHEREAS, tax incentives are a necessary tool to attract quality economic development and compete with other communities in the attraction of new businesses and the expansion of existing businesses; and

WHEREAS, establishing a formal written tax incentive policy for the City illustrates to the business and development industries that Lancaster, Texas is pro-business and pro-development;

WHEREAS, the City of Lancaster is actively seeking a national brand hotel with conference areas of at least a 300 person capacity.

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

SECTION 1. That the City Council hereby amend the Tax Incentive Policy attached hereto and incorporated herein as Exhibit "A" to attract quality economic development projects and enhance the job and commercial tax base of the community.

SECTION 2. That implementation of the Incentive Policy and its terms and conditions is authorized and effective immediately upon adoption by the City Council of the City of Lancaster.

SECTION 3. Those amended portions of the tax incentive expire in two years.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the on this the 24th day of April, 2017.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



CITY OF LANCASTER



TAX INCENTIVE POLICY

Policy Overview

The City of Lancaster is dedicated to achieving the highest quality of development, infrastructure, and quality of life for its citizens. These objectives are met, in part, by the enhancement and expansion of the city's economy. Additionally, the competitive nature of other municipalities on the local, state and international levels necessitates additional inducements to attract business to the community. The city's "pro-business" philosophy is designed not only to attract high quality companies but to retain them as well. These incentives are offered on a "case by case" review of each tax incentive application. Nothing herein shall imply or suggest that the City of Lancaster is precluded from considering other options which would further the best interests of the city. A reduction in taxes may be granted by a tax reduction grant utilizing 380.001 of the Texas Local Government Code.

Review Criteria

Any consideration for a tax reduction grant is reviewed by the Lancaster City Council. The review process is considered on the "Value Added" elements of the project. A tax reduction grant applies only to new construction activities, whether a new facility or expansion of an existing building.

Value of New Construction Incentives

Subjective criteria for an applicant's project will be used by the City Council in determining whether or not it is in the best interest of the city to recommend that a tax reduction grant be offered to a particular applicant planning to construct a new facility. Specific considerations will include the degree to which the individual project furthers the goals and objectives of community, as well as the relative impact of the project. While estimates may be used to determine the approximate amount of tax reduction grant for the project, copies of all construction contracts, closing statements and other such documents reflecting the value of all factors in the request will need to be submitted for review before a contracted tax reduction grant amount can be approved.

The Value of Improvements includes value of land and buildings and immovable property on the Premises less base year value. Base Year Value is the assessed value of the real property on Premises on January 1 of the current year.

Real property includes the value of land and improvements on the Premises as defined by the Texas Property Tax Code (V.T.C.A.).

The value of ineligible property shall be fully taxable. Additional value of new eligible improvements shall be fully taxed but used in the calculation of the grant in this program and all real property shall be fully taxed at the end of the tax reduction agreement.

Values shall be the same as the value of such property as determined annually by the Dallas Central Appraisal District, subject to the appeal procedures set forth in the V.T.C.A. Tax Code.

Any decrease in value after appeal is subject to recalculation of the appropriate amount of the grant from the City under a tax reduction agreement.

If the City has already issued the tax reduction grant to the Owner based on the larger value, payment to the City by the owner of such difference shall be remitted within 60 days to City after final determination of appeal.

After it has been determined that a project qualifies for a grant, the approximate value of that incentive can be calculated from the following table. However, this table should only be used as a guide for incentives, since each project is evaluated individually.

Value of Project	Terms of Reduction	% of Reduction
\$75,000,000+	10 years	65%
\$50,000,000	8 years	60%
\$35,000,000	7 years	50%
\$20,000,000	5 years	45%
\$10,000,000	5 years	40%
\$ 5,000,000	3 years	30%

Expansion of Existing Facility Values of Incentives

A tax reduction grant will only be considered for the increase in valuation above the existing valuation of that property. This tax reduction grant will be a maximum of up to eight years. The amount and terms to be determined by factors such as costs to the city, project's increased valuation to the tax base, new jobs and business expansion to the city as a result of the proposed project. Minimum standards proposed for an expansion project are:

1. 35 jobs created or retained
2. Expansion increases the valuation of existing facility by a minimum of 30%

Inventory & Business Personal Property Tax Reduction

New and Expanding Facilities:

The City of Lancaster may reduce the amount of inventory and/or business personal property tax. This program is designed to encourage large inventory companies to relocate or expand in the city. Percentage of the reduction is determined on a "case by case" basis. Total employment, inventory value, business personal property and facility value are some of the factors that determine the reduction percentage. Minimum requirements are:

New Facilities:

- Minimum of \$25 million annual inventory
- Minimum of \$3 million in business personal property
- Create at least 75 jobs
- Facility value of at least \$5 million

Existing Companies and Expanding Facilities:

- Add a minimum of \$15 million annual inventory
- Add at least \$2 million in business personal property
- Create at least 30 new jobs
- Expand existing facility by at least 30%

Incentive Application Procedures

- An application for incentive must be submitted to the City's Office of Economic Development.
- Project review by city staff of each application is required including appropriate comments and recommendations for changes prior to submission to the City Council.
- While estimates may be used to determine the approximate amount of the tax reduction grant for the project, copies of all construction contracts, closing statements and other such documents reflecting the value of all factors in the request will need to be submitted for review before a contracted tax reduction amount can be approved.
- Tax reduction grant payments will be made within 30 days after verification of payment of the full annual property tax bill. Grant payments will be made in the form of a reimbursement equal to the percentage of tax reduction and term approved by the City Council.

Triple Freeport Exemption

The City of Lancaster offers Triple Freeport Exemption from all local taxing authorities, city, county and school districts. The exemption applies to inventory that is brought into Lancaster from outside Texas and then reshipped out of state within 175 days is exempt from inventory tax.

Retail Redevelopment and Rehabilitation Program

1. Property Tax Reduction Grant

The Program is sponsored by the City to provide property tax reduction grants to existing retail shopping centers and other retail facilities for enhancements and/or redevelopment. Improvements must enhance the tax base related to the retail facilities and surrounding development. The Program is retention-based with the goal of rehabilitating the retail facilities for aesthetic or architectural appeal.

Each application is evaluated on a case by case basis.

The Program provides a for a property tax reduction grant based on the chart below indicating the costs of the improvements, the percentage of tax reduction and number of years:

Cost of Improvements	Terms of Reduction	% of reduction
\$800,000+	4 years	35%
\$700,000 – 800,000	3 years	35%
\$600,000 – 700,000	3 years	30%
\$500,000 – 600,000	3 years	25%
\$400,000 – 500,000	2 years	25%
\$300,000 – 400,000	2 years	20%
\$200,000 – 300,000	2 years	15%
\$100,000 - 200,000	2 years	10%

2. Eligible Expenses

- Upgrade or enhanced landscaping improvement costs
- Parking lot improvement costs
- Signage upgrade costs
- Center facade improvement costs

3. Eligibility Criteria for Eligible Retail Facilities

- The retail facility or facilities must be older than twenty (20) years.
- The property on which the retail facility or facilities is located must be in excess of 2 acres,
- Potential impact of the reinvestment project on surrounding neighborhoods.

4. Application and Approval Process

- An application for incentive must be submitted to the City's Office of Economic Development by the land owner. The application should include a detailed description of the project including renderings or drawings of the finished project, a project budget including sources of funds and a project timetable. The application should describe how the project will enhance the ability of the shopping retail center to attract and retain tenants.
- The proposed improvements must meet all associated zoning, codes, inspections and fees.
- Project review by staff of each application is required including appropriate comments and recommendations for changes prior to submission to the City Council.
- While estimates may be used to determine the approximate amount of the tax reduction grant for the project, copies of all construction contracts, closing statements and other such documents reflecting the value of all factors in the request will need to be submitted for review before a contracted tax reduction grant amount can be approved.
- Tax reduction grant payments will be made within 15 days after verification of payment of the full annual property tax bill.

Hotel Incentive Policy

Hotel Occupancy Tax (HOT funds) Rebate

- The Program is sponsored by the City to consider whether or not to offer HOT Funds incentive rebate to new or expansion of existing lodging facilities that provide specific amenities and/or service elements. Improvements must enhance the ad valorem sales or hotel occupancy tax base related to the lodging facilities and/or surrounding development.
- Each application is evaluated on a case by case basis.
- Rebate taxes must be reinvested by the grantee for a purpose that complies with State law regarding HOT funds.
- The Program provides for a HOT funds rebate incentive grant based on the chart below indicating the number of rooms, meeting room capacity in a single room, pre-function space capacity, and board room capacity as review criteria and consideration.
- HOT funds rebate incentives will cease as an option on October 1, 2020

Rooms	Meeting Rm Size	Pre-function Room Size	Board Room Capacity	Terms	% Considered Rebate Amount
100 - 149	2,100 SF 300 Capacity	800SF	12	5	50
150 - 249	3,500 SF 500 Capacity	1000 SF	12	5	65
250+	7,000 SF 1,000 Capacity	1250 SF	12	5	75

LANCASTER CITY COUNCIL

City Council Regular Meeting

6.

Meeting Date: 04/24/2017

Policy Statement: This request supports the City Council 2016-2017 Policy Agenda

Goal(s): Financially Sound Government
Sound Infrastructure
Quality Development

Submitted by: Shane Shepard, Director of Economic Development

Agenda Caption:

Discuss and consider a resolution approving a loan of \$750,000 from the Lancaster Economic Development Corporation (LEDC) to the City of Lancaster to pay for a portion of a new airport terminal.

Background:

The Lancaster Regional Airport expansion is an integral part of the in-land port industrial expansion. The airport facilities provide necessary quick accessibility to current and future industrial and manufacturing operators and owners. It further provides quality experience for prospective investors when they consider the area and city.

The Lancaster Regional Airport received a grant for \$600,000 from the State of Texas for a terminal building in 2015. The grant requires a dollar-for-dollar match and funds were allocated by the City and sent to the State for the project. The State designed and went for bid on the project. The cost estimates were \$750,000 higher than the cumulative \$1.5 million. After one year, the State has requested that the airport either come up with the remainder needed to lose the grant. .

A new terminal building is the next step recommended on the Airport Master Plan. The terminal building is often the first place corporate leaders will discover a community. It should reflect the quality of the community and spark interest in investment through quality of place and world-class customer service.

On April 11, 2017, this item was presented to the Lancaster Economic Development Corporation Board. The Board members voted 3 for, 0 against to approve the agreement as a loan with a forty year repayment period.

Legal Considerations:

A Type A corporation may undertake a project where the primary purpose is to build a transportation facility that is an aviation business service airport that is an integral part of an industrial park. The Lancaster Regional Airport expansion is an integral part of the in-land port industrial expansion.

The resolution and agreement were prepared by the City Attorney.

Public Information Considerations:

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

Fiscal Impact:

\$750,000 loan from the LEDC Type-A Sales Tax revenue in terms of a 40-year repayment loan to the City of Lancaster for the Lancaster Regional Airport.

Options/Alternatives:

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

Recommendation:

On April 11, 2017, the Lancaster Economic Development (LEDC) recommended approval. Staff concurs with Lancaster Economic Development Corporation.

Attachments

Resolution

Exhibit 1 - Incentive Agreement

LEDC Draft Minutes

RESOLUTION NO.

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, RATIFYING THE ACTIONS OF THE BOARD OF DIRECTORS OF THE LANCASTER ECONOMIC DEVELOPMENT CORPORATION (LEDC), APPROVING AN INCENTIVE LOAN ENHANCEMENT OF PRIMARY JOB FOR ECONOMIC DEVELOPMENT VITAL INFRASTRUCTURE IMPROVEMENTS AT THE LANCASTER REGIONAL MUNICIPAL AIRPORT TO THE CITY OF LANCASTER ACTING ON BEHALF OF THE LANCASTER MUNICIPAL AIRPORT AND AUTHORIZING LEDC TO ENTER INTO A FORMAL INCENTIVE AGREEMENT.

WHEREAS, pursuant to LEDC Resolution 2017-01 which was passed and approved on April 11, 2017 by the Board of Directors of the Lancaster Economic Development Corporation, offering an incentive loan in the amount of \$750,000 to the City of Lancaster acting on behalf of the Lancaster Regional Municipal Airport; and

WHEREAS, the Lancaster Municipal Airport wishes to install a terminal building; and

WHEREAS, the City of Lancaster and LEDC recognize the importance of their continued role in economic development in the community of Lancaster and how the Lancaster Regional Municipal Airport continues to be a valuable economic development asset; and

WHEREAS, pursuant to Texas Local Government Code, Chapter 501, et seq, as amended, LEDC, as a non-profit corporation, in accordance with the Act, shall promote development and redevelopment within the municipality and its vicinity and create new manufacturing and industrial facilities, distribution centers, warehouse facilities and related facilities, through the use of a sales tax, which development and redevelopment would not otherwise occur solely through private investment in the reasonably foreseeable future; and

WHEREAS, pursuant to the City's Charter, the Act and applicable state law, the City has the authority to enter into agreements as the City considers necessary or convenient to implement economic development in Lancaster, Texas; and

WHEREAS, pursuant to the Act and the bylaws of the Lancaster Economic Development Corporation, LEDC has authority to enter into agreements as LEDC considers necessary or convenient to implement economic development in Lancaster, Texas; and

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

SECTION 1. The City Council ratifies the April 11, 2017 actions of the Board of Directors of the LEDC approving an incentive loan in the amount of \$750,000 to the City of Lancaster acting on behalf of the Lancaster Municipal Airport.

SECTION 2. The City Council authorizes LEDC to enter into an incentive agreement with the City of Lancaster acting on behalf of the Lancaster Municipal Airport.

SECTION 3. That the City Council approves the funding agreement by and between the LEDC and the City and authorizes the City Manager to sign and execute said agreement attached hereto and incorporated herein as Exhibit 1.

SECTION 4. That this resolution shall take effect immediately from and after its passage and it is so duly resolved.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 24th day of April, 2017.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

STATE OF TEXAS	§	ECONOMIC INCENTIVE
	§	AGREEMENT BY AND
COUNTY OF DALLAS	§	BETWEEN LEDC AND CITY
		OF LANCASTER, TEXAS

This Incentive Agreement (the "Agreement") is entered into by and between the Lancaster Economic Development Corporation, a non-profit corporation chartered by the State of Texas, acting by and through its Board of Directors (hereinafter referred to as the "LEDC") and the City of Lancaster acting by and through City Council (hereinafter referred to as "CITY").

W I T N E S S E T H :

WHEREAS, the LEDC was established to promote enhanced business opportunities and overall economic development within the corporate limits of the City of Lancaster, Texas; and

WHEREAS, the Lancaster Municipal Airport represents a valuable economic development asset to the community: and

WHEREAS, The Lancaster Municipal Airport., wishes to expand its operations as a viable economic project within the City thereby creating the potential for aviation related new business investment and new jobs in the City; and

WHEREAS, in order to maintain and enhance the economic development and employment base within the City of Lancaster, it is in the best interests of the LEDC to enter into this Agreement in accordance with the terms provided herein; and

WHEREAS, the Board of Directors of LEDC and the City Council find that the intended scope of the Project, hereinafter defined, is to construct and maintain a new airport terminal facility which is a vital transportation link for current and future economic development.

NOW THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties agree as follows:

I.
EFFECTIVE DATE; TERM OF AGREEMENT

This Agreement shall become effective upon its execution by the respective parties authorizing the LEDC to enter into an agreement with Lancaster Regional Municipal Airport, and on the last date of execution of this Agreement by the LEDC and Airport.

II. DEFINITIONS

“Airport” shall mean the Lancaster Regional Municipal Airport located at 730 Ferris Rd. Suite 102 Lancaster, Texas 75146.

“Bankruptcy or Insolvency” shall mean the dissolution or termination of the Party’s existence, insolvency, employment of a receiver for any part of Company’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors or the commencement of any proceedings under any bankruptcy or insolvency laws by or against the Party and such proceedings are not dismissed within ninety (90) days after the filing thereof.

“Casualty” shall mean the Improvements are wholly or partially destroyed by fire, earthquake, flood or similar casualty that renders the Improvements unfit for the intended purpose.

“City” shall mean the City of Lancaster, Texas.

“Commencement Date” shall mean the later of: (i) the date the first final permanent certificate of occupancy is issued by the City; and (ii) the date the terminal opens for business and serving the citizens of the City and its visitors.

“Commencement of Construction” shall mean that: (i) the plans have been prepared and all approvals thereof and permits with respect thereto required by applicable governmental authorities have been obtained for construction of the Improvements; (ii) all necessary permits for the construction of the Improvements on the Land, pursuant to the respective plans therefore having been issued by all applicable governmental authorities; and (iii) grading of the Land or the construction of the vertical elements of the Improvements has commenced.

“Completion of Construction” shall mean: (i) substantial completion of the Improvements; and (ii) a final certificate of occupancy has been issued for the Company’s occupancy of the Improvements.

“Effective Date” shall mean the last date of execution of this Agreement.

“Expiration Date” shall mean the fifth (5th) anniversary date of the Commencement Date.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the Party), fires, explosions or floods, strikes, slowdowns or work stoppages.

“Grant” shall mean a lump sum payment of seven hundred fifty thousand dollars (\$750,000) without accrued of interest.

“Impositions” shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on Improvements, the Company, of Company Affiliate, the then owner or operator of the Improvements or any property or any business owned by Company and/or Company Affiliates within the City.

“Land” means the real property described in **Exhibit “A”**.

“Net Proceeds” shall mean sum of money from income generated at the terminal building through rent or sale of goods and services less operating expenses.

“Project” shall mean the construction and maintenance of a main terminal building at the Lancaster Regional Municipal Airport and within the Lanport district.

III. PROVISIONS RELATING TO INCENTIVE AGREEMENT

City Obligations

- A. City shall pursue in a diligent manner to cause the construction and maintenance of a terminal facility to serve the patrons, public and aviation needs at the Lancaster Regional Municipal Airport.
- B. City will repay to LEDC the incentive grant by annual payment amount of \$18,750 plus fifty percent (50%) of additional of net proceeds as defined herein. The first annual payments to LEDC will be due on October 1, 2017 with a like payment to continue until the total amount of the terminal loan equals \$750,000.
- C. Commencement of construction of PROJECT will occur within twelve months of execution of agreement.

LEDC’s Obligations

- A. LEDC agrees to provide a Grant to the City of Lancaster, payable within ten days after execution of this agreement for the construction and maintenance of a terminal building at the airport.
- B. LEDC agrees to pay the grant within ten days after approval from City Council of the City of Lancaster of this agreement and its execution.

IV.

DEFAULT; RECAPTURE OF GRANT FUNDS

- A. In the event the Lancaster Municipal Airport (i) fails to commence PROJECT within twelve months of execution of this agreement (ii) fails to complete the Project in accordance with this Agreement; or (iii) breaches any of the terms or conditions of this Agreement, then CITY, after the expiration of the notice and cure periods described in Paragraph IV(B) below, shall be in default of this Agreement. As liquidated damages in the event of such non-cured default, CITY, shall refund to LEDC all grants previously paid by LEDC. The parties acknowledge that actual damages in the event of default termination would be speculative and difficult to determine. The parties further agree that the recapture of grant funds due LEDC as a result of CITY, default under this Agreement, shall be recoverable against CITY, its successors and assigns.
- B. Upon breach by CITY, of any obligations under this Agreement, the LEDC shall notify CITY, in writing. CITY shall have ninety (90) days from receipt of the notice in which to cure any such default.
- C. If CITY fails to cure the default within the time provided as specified in Paragraph IV (B) above, or, as such time period may be extended by written agreement of the parties, then the LEDC at its sole option shall have the right to demand repayment of the incentives it has made hereunder in accordance with this section IV.
- D. Upon the LEDC's election under the preceding paragraph, all incentives shall be repaid as set forth in paragraph IV (A), and shall become due and payable ninety (90) days after notice to CITY of a non-cured default. The LEDC shall have all remedies provided by law for the collection of the grant funds. The LEDC at its sole discretion has the option to provide a repayment schedule. The obligation of CITY, to repay the grant funds to LEDC in the event of default shall survive the termination of this Agreement.

V.

SUCCESSORS AND ASSIGNS

This Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors, and assigns. This Agreement may be assigned only with the consent of the LEDC.

VI.

NOTICES

All notices required by this Agreement shall be addressed to the following, or other such other party or address as either party designates in writing, by certified mail, postage prepaid or by hand delivery:

CITY to:

Opal Mauldin-Robertson, City Manager
City of Lancaster
P.O. Box 940
Lancaster, Texas 75146:

LEDC to:

Shane Shepard
Lancaster Economic Development Corporation
P. O. Box 940
Lancaster, Texas 75146

VII. LEDC AUTHORIZATION

This Agreement was authorized by resolution of the LEDC, approved by its Board of Directors, authorizing its officer to execute this Agreement on behalf of the LEDC.

VIII. SEVERABILITY

In the event any section, subsection, paragraph, sentence, phrase or word herein is held invalid, illegal or unconstitutional, the balance of this Agreement shall be enforceable and shall be enforced as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

IX. APPLICABLE LAW

THIS AGREEMENT SHALL BE CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS. Venue for any action under this Agreement shall be the State District Court of Dallas County, Texas. This Agreement is performable in Dallas County, Texas.

X. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

XI. ENTIRE AGREEMENT

This Agreement embodies the complete agreement between the parties and relating to the matters in this Agreement, and except as otherwise provided herein cannot be modified without

written agreement of the parties to be attached to and made a part of this Agreement. The provisions of this Agreement are hereby declared covenants running with the Premises and are fully binding on all successors, heirs, and assigns of AIRPORT, who acquire any right, title, or interest in or to the Premises, or any part hereof, thereby agrees and covenants to abide by and fully perform the provisions of this Agreement. While there is no obligation for the LEDC to fund future expansion, nothing herein precludes AIRPORT, from requesting further assistance on future projects.

**XII.
RECORDATION OF AGREEMENT**

A certified copy of this Agreement may be recorded in the Deed Records of Dallas County, Texas.

**XIII.
INCORPORATION OF RECITALS**

The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein a part of this Agreement.

**XIV.
EXHIBITS**

All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

EXECUTED in duplicate originals this the ____ day of _____, 2017.

LANCASTER ECONOMIC
DEVELOPMENT CORPORATION

CITY OF LANCASTER, TEXAS

By: _____

By: _____

_____, President

Opal Mauldin-Robertson, City Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, President of the Lancaster Economic Development Corporation, a Texas non-profit corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said corporation, and that he executed the same as the act of said corporation for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND SEAL OF OFFICE this the ____ day of _____, 2017.

Notary Public, State of Texas

My Commission Expires:

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Opal Mauldin-Robertson, City Manager of the City of Lancaster, a Texas home rule municipality, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said corporation, and that he executed the same as the act of said corporation for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND SEAL OF OFFICE this the ____ day of _____, 2017.

My Commission Expires:

Notary Public, State of Texas

MINUTES

LANCASTER ECONOMIC DEVELOPMENT CORPORATION BOARD MEETING OF April 11, 2017

The Lancaster Economic Development Corporation board members of the City of Lancaster, Texas, met in a called Regular session in the Conference Room of City Hall on April 11, 2017 at 6:30 p.m. with a quorum present to-wit:

Board Members Present:

Sandi Collier, Vice President
Ric Peterson, Secretary/Treasurer
Octavia Giadolor

Board Members Absent:

Vanessa Sheffield, President
Jon Cole

City Staff Present:

Shane Sheppard, Director of Economic Development
Mark Divita, Airport Manager
Mayra A. Ortiz, Board Secretary

Call to Order

Vice President Collier called the meeting to order at 6:33 p.m. on April 11, 2017.

1. **Consider approval of minutes from the Lancaster Economic Development Corporation Regular Meeting held on February 7, 2017.**

MOTION: Board member Giadolor made a motion, seconded by Secretary/Treasurer Peterson, to approve item 1. The vote was cast 3 for, 0 against [Sheffield and Cole absent].

2. **Discuss and consider a resolution approving the terms and conditions of an agreement to make a loan to the City of Lancaster in an amount not to exceed \$750,000.00 for cost associated with the expansion of the Lancaster Regional Airport.**

Director of Economic Development Sheppard shared that the City received a grant for a new terminal building. He stated that \$750,000 investment from Type-A Sales Tax revenue, TxDOT is investing \$600,000 in the terminal building, and the City's investment is \$750,000.

Secretary/Treasurer Peterson inquired clarification if item 2 for an approval for a loan or a grant. Director of Economic Development Sheppard stated that item 2 is proposed as a loan.

MOTION: Secretary/Treasurer Peterson made a motion, seconded by Board member Giadolor, to approve item 2 as a loan with a forty year repayment period. The vote was cast 3 for, 0 against [Sheffield and Cole absent].

3. **Discuss and consider election of 2017 Officers.**

MOTION: Vice President Collier made a motion, seconded by Board member Giadolor, to reappoint Vanessa Sheffield as President. The vote was cast 3 for, 0 against [Sheffield and Cole absent].

MOTION: Secretary/Treasurer Peterson made a motion, seconded by Board member Giadolor, to reappoint Sandi Collier as Vice President. The vote was cast 3 for, 0 against [Sheffield and Cole absent].

MOTION: Vice President Collier made a motion, seconded by Board member Giadolor, to reappoint Ric Peterson as Secretary/Treasurer. The vote was cast 3 for, 0 against [Sheffield and Cole absent].

MOTION: Board member Giadolor made a motion, seconded by Secretary/Treasurer Peterson to adjourn. The vote was cast 3 for, 0 against [Sheffield and Cole absent].

Meeting was adjourned at 6:49 p.m.

ATTEST:

Mayra A. Ortiz, Board Secretary

APPROVED:

Vanessa Sheffield, President

LANCASTER CITY COUNCIL

City Council Regular Meeting

7.

Meeting Date: 04/24/2017

Policy Statement: This request supports the City Council 2016-2017 Policy Agenda

Goal(s): Sound Infrastructure

Submitted by: Than Nguyen, City Engineer

Agenda Caption:

Consider a resolution approving the terms and conditions of a professional services agreement with Dal-Tech Engineering, Inc. (Dal-Tech) to perform services in connection with the project known as Pleasant Run Road for limited street improvements from IH35E to Dallas Avenue (SH 342); in an amount not to exceed \$199,000.00.

Background:

Pleasant Run Road was listed on the 2007 Bond Program for full depth concrete patching of the major areas of failure to improve the level of service and extend the life and use of the existing pavement. The construction cost estimate is approximately \$1.8 million for removal and replacement of existing concrete pavement for major failures.

The project limits will be from IH35E to Dallas Avenue (SH342). The design engineers, Dal-Tech Engineering, Inc., have a wide range of experience in street improvement projects.

Operational Considerations:

The project will be designed by the consultant. The overall schedule is for design to be completed in twelve (12) weeks and for the procurement process for construction to follow.

Legal Considerations:

The professional services agreement was prepared 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 Meetings Act.

Fiscal Impact:

Design is not to exceed \$199,000. Funds are budgeted in the 2015 bond issuance.

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.

Attachments

Resolution

Professional Services Agreement

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A PROFESSIONAL SERVICES AGREEMENT WITH DAL-TECH ENGINEERING, INC. FOR PLEASANT RUN ROAD, FOR LIMITED STREET IMPROVEMENTS FROM IH35E TO DALLAS AVENUE (SH 342); IN AN AMOUNT NOT TO EXCEED \$199,000; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Dal-Tech Engineering, Inc. will provide engineering design services to the City of Lancaster in connection with the Pleasant Run Road Street Improvement Project;

WHEREAS, the City Council of Lancaster desires to contract with Dal-Tech Engineering, Inc. for the above referenced services;

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

SECTION 1. That the engineering design agreement is for a total amount not to exceed one hundred ninety-nine thousand dollars (\$199,000) by and between the City of Lancaster and Dal-Tech Engineering, Inc., which is attached hereto and incorporated herein by reference as Exhibit "1", having been reviewed by the City Council of the City of Lancaster, Texas and found to be acceptable and in the best interest of the City and its citizens, be, and the same is hereby, in all things approved.

SECTION 2. That the City Manager is hereby authorized to execute said agreement as depicted in Exhibit "1".

SECTION 3. Any prior resolution 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 invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared severable.

SECTION 5. That this resolution shall take effect immediately from and after its passage and it is so duly resolved.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 24th day of April, 2017.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made as of the Effective Date by and between **Dal-Tech Engineering, Inc.**, hereinafter called "ENGINEER", and the **City of Lancaster, Texas**, hereinafter called "OWNER".

RECITALS

WHEREAS, OWNER desires ENGINEER to perform certain work and services set forth in Section 1, Scope of Services; and

WHEREAS, ENGINEER has expressed a willingness to perform said work and services, hereinafter referred to only as "services", specified in said Scope of Services, and enumerated under Section 1, of this Agreement; and

NOW, THEREFORE, for and in consideration of the covenants and promises made one to the other herein, OWNER and ENGINEER agree as follows:

Section 1. Scope of Services

Upon issuance of a written Notice to Proceed by OWNER, ENGINEER agrees to provide to OWNER the necessary professional engineering services related to the preparation of plans and specifications for the Pleasant Run Road from IH 35E to Dallas Avenue Improvement Project, as set forth in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference ("the Scope of Services").

Section 2. Term of Agreement

The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and shall continue until ENGINEER completes the services required herein to the satisfaction of OWNER, unless sooner terminated as provided in Section 8, below.

Section 3. Engineer Obligations

- A. ENGINEER shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should OWNER require additional services not included under this Agreement, ENGINEER shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by OWNER; and without decreasing the effectiveness of the performance of services required under this Agreement.
- B. To the extent reasonably necessary for ENGINEER to perform the services under this Agreement, ENGINEER shall be authorized to engage the services of any agents, assistants, persons, or corporations that ENGINEER may deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of

OWNER. The cost of such personnel and assistance shall be a reimbursable expense to ENGINEER only if authorized in writing in advance by OWNER.

- C. ENGINEER shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation and management necessary to perform all services set forth in the Scope of Services.

Section 4. Payment

OWNER agrees to pay ENGINEER for all services authorized in writing and properly performed by ENGINEER in accordance with the Payment Schedule set forth in Exhibit "A", attached hereto and incorporated herein by reference, subject to additions or deletions for changes or extras agreed upon in writing. All fees paid to ENGINEER, by OWNER, shall be based on invoices submitted by ENGINEER for work performed monthly by OWNER, less any previous payments. Payments shall be made within 30 days of receipt of invoice by OWNER.

OWNER reserves the right to delay, without penalty, any partial payment when, in the opinion of OWNER, ENGINEER has not made satisfactory progress on the design of this Project based on the Scope of Services and the Completion Schedule Estimate.

The Total Engineering Fee shall be as specified in Exhibit "A," which shall not exceed **One Hundred Ninety-Nine Thousand Dollars (\$199,000.00)**. OWNER may deduct from any amounts due or to become due to ENGINEER any sum or sums owing by ENGINEER to OWNER. In the event of any breach by ENGINEER of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against OWNER, or the OWNER's premises, arising out of ENGINEER's performance of this Agreement, OWNER shall have the right to retain out of any payments due or to become due to ENGINEER an amount sufficient to completely protect the OWNER from any and all loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by ENGINEER.

Section 5. Responsibilities

- A. ENGINEER shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, plans and other services furnished by ENGINEER under this Agreement. ENGINEER shall, without additional compensation, correct or revise any errors or deficiencies in the design, drawings, specifications, plans and other services.
- B. Neither OWNER's review, approval or acceptance of, nor payment for any of the services required under this Agreement, 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 ENGINEER shall be and remain liable to OWNER in accordance with applicable law for all damages to OWNER caused by ENGINEER's negligent performance of any of the services furnished under this Agreement.
- C. The rights and remedies of OWNER under this Agreement are as provided by law.

Section 6. Time For Performance

- A. ENGINEER shall perform all services as provided for under this Agreement in a proper, efficient and professional manner in accordance with OWNER's requirements. As time is of the essence of this Agreement, such services shall be completed as provided in the Completion Schedule Estimate included in the attached Exhibit "A," and incorporated herein by reference, after written Notification to Proceed from OWNER to ENGINEER, exclusive of OWNER and other governmental review time.
- B. In the event ENGINEER's performance of this Agreement is delayed or interfered with by acts of the OWNER or others, ENGINEER may request an extension of time for the performance of same as hereinafter provided, but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.
- C. No allowance of any extension of time, for any cause whatever, shall be claimed or made to ENGINEER, unless ENGINEER shall have made written request upon OWNER for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless OWNER and ENGINEER have agreed in writing upon the allowance of additional time to be made.

Section 7. Documents

- A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by ENGINEER and its consultants, subcontractors, agents, representatives, and/or employees in connection with this Agreement ("Project Documents") are intended for the use and benefit of OWNER. ENGINEER and its consultants, subcontractors, agents, representatives, and/or employees shall be deemed the authors of their respective part of the Project Documents. Notwithstanding, OWNER shall own, have, keep and retain all rights, title and interest in and to all Project Documents, including all ownership, common law, statutory, and other reserved rights, including copyrights (except copyrights held by the ENGINEER) in and to all Project Documents, whether in draft form or final form, which are produced at OWNER's request and in furtherance of this Agreement. OWNER shall have full authority to authorize contractor(s), subcontractors, sub-subcontractors, OWNER consultants, and material or equipment suppliers to reproduce applicable portions of the Project Documents to and for use in their execution of the work or for any other purpose. All materials and reports prepared by ENGINEER in connection with this Agreement are "works for hire" and shall be the property of OWNER. OWNER shall have the right to publish, disclose, distribute and otherwise use Project Documents in accordance with the Engineering Practice Act of the State of Texas (Texas Occupation Code, Chapter 1001, as amended) and/or Texas Occupations Code, Chapter 1051, as amended. ENGINEER shall, upon completion of the services and full payment for the ENGINEER'S services by the OWNER, or earlier termination and appropriate compensation as provided by this Agreement, provide OWNER with reproductions of all materials, reports, and exhibits prepared by ENGINEER pursuant to this Agreement in a TIFF, JPEG or PDF format, and a DXF format in current version of AutoCAD with NAD-83 coordinate format of all such instruments of service to the OWNER.

- B. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs, estimates, surveys, other data or work items, etc.) prepared under this Agreement shall be submitted for approval of OWNER. All instruments of service shall be professionally sealed as may be required by law or by OWNER.
- C. Acceptance and approval of the Project Documents by OWNER shall not constitute nor be deemed a release of the responsibility and liability of ENGINEER, its employees, associates, agents and Engineers for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by OWNER for any defect in the designs, working drawings and specifications, or other documents prepared by ENGINEER, its employees, contractor, agents and engineers.

Section 8. Termination

- A. OWNER may suspend or terminate this Agreement for cause or without cause at any time by giving written notice to ENGINEER. In the event suspension or termination is without cause, payment to ENGINEER, in accordance with the terms of this Agreement, will be made on the basis of services reasonably determined by OWNER to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to OWNER.
- B. Should OWNER require a modification of this Agreement with ENGINEER, and in the event OWNER and ENGINEER fail to agree upon a modification to this Agreement, OWNER shall have the option of terminating this Agreement and ENGINEER's services hereunder at no additional cost other than the payment to ENGINEER, in accordance with the terms of this Agreement, for the services reasonably determined by OWNER to be properly performed by ENGINEER prior to such termination date.

Section 9. Insurance

- A. ENGINEER shall provide and maintain Workman's Compensation and Employer's Liability Insurance for the protection of ENGINEER's employees, as required by law. ENGINEER shall also provide and maintain in full force and effect during the term of this Agreement, insurance (including, but not limited to, insurance covering the operation of automobiles, trucks and other vehicles) protecting ENGINEER and OWNER against liability from damages because of injuries, including death, suffered by any person or persons other than employees of ENGINEER, and liability for damages to property, arising from or growing out of ENGINEER's operations in connection with the performance of this Agreement.
- B. Such insurance covering personal and bodily injuries or death shall be in the sum of not less than One Million Dollars (\$1,000,000.00) for one (1) person, and not less than One Million Dollars (\$1,000,000.00) for any one (1) occurrence. Insurance covering damages to property shall be in the sum of not less than One Million Dollars (\$1,000,000.00) for any one (1) occurrence, and One Million Dollars (\$1,000,000.00) aggregate.
- C. ENGINEER shall also provide and maintain Professional Liability Insurance coverage to protect ENGINEER and OWNER from liability arising out of the performance of

professional services, if any, under this Agreement. Such coverage shall be in the sum of not less than One Million Dollars (\$1,000,000.00).

- D. A signed Certificate of Insurance, satisfactory to OWNER, showing compliance with the requirements of this Section 9 shall be furnished to OWNER before any services are performed under this Agreement, and shall further indicate that each and every policy for liability insurance coverage as required herein includes a "Contractual Liability Coverage" endorsement covering the Agreement under Section 10, hereof. Such Certificate of Insurance shall provide for thirty (30) days written notice to OWNER prior to the cancellation or modification of any insurance referred to therein.

Section 10. Indemnification For Injury and Performance

ENGINEER hereby agrees to protect, defend, indemnify and hold harmless the OWNER, its officers, agents, servants and employees (hereinafter individually and collectively referred to as "Indemnitees"), from and against suits, actions, claims, losses, liability or damage of any character, and from and against costs and expenses, including, in part, attorney fees incidental to the defense of such suits, actions, claims, losses, damages or liability on account of injury, disease, sickness, including death, to any person or damage to property including, in part, the loss of use resulting therefrom, arising from any negligent act, error, omission or neglect of ENGINEER, its officers, employees, servants, agents or subcontractors, or anyone else under ENGINEER's direction and control, and arising out of, occurring in connection with, resulting from or caused by the performance or failure of performance of any work or services called for by this Agreement, or from conditions created by the performance or non-performance of said work or services. In the event one or more of the Indemnitees is determined by a court of law to be jointly or derivatively negligent or liable for such damage or injury, ENGINEER shall be obligated to indemnify OWNER as provided herein on a proportionate basis in accordance with the final judgment, after all appeals are exhausted, determining such joint or derivative negligence or liability.

Section 11. Indemnification For Unemployment Compensation

ENGINEER agrees that it is an independent contractor and not an agent of the OWNER, and that ENGINEER is subject, as an employer, to all applicable Unemployment Compensation Statutes, so as to relieve OWNER of any responsibility or liability from treating ENGINEER's employees as employees of OWNER for the purpose of keeping records, making reports or payments of Unemployment Compensation taxes or contributions. ENGINEER further agrees to indemnify and hold OWNER harmless and reimburse it for any expenses or liability incurred under said Statutes in connection with employees of ENGINEER.

Section 12. Indemnification For Performance

ENGINEER shall defend and indemnify OWNER against and hold OWNER and the premises harmless from any and all claims, suits or liens based upon or alleged to be based upon the non-payment of labor, tools, materials, equipment, supplies, transportation and management costs incurred by ENGINEER in performing this Agreement.

Section 13. Assignment

ENGINEER shall not assign or sublet this Agreement, or any part thereof, without the prior written consent of OWNER.

Section 14. Applicable Laws

ENGINEER shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to services to be performed under this Agreement. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court

Section 15. Default of ENGINEER

In the event ENGINEER fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within ten (10) days after written notice by OWNER to ENGINEER, OWNER may, at its sole discretion without prejudice to any other right or remedy:

- A. Terminate this Agreement and be relieved of the payment of any further consideration to ENGINEER except for all work determined by OWNER to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of ENGINEER to and from meetings called by OWNER at which ENGINEER is required to attend, but shall not include any loss of profit of ENGINEER. In the event, of such termination, OWNER may proceed to complete the services in any manner deemed proper by OWNER, either by the use of its own forces or by resubletting to others.
- B. OWNER may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of ENGINEER.

Section 16. Adjustments in Services

No claims for extra services, additional services or changes in the services will be made by ENGINEER without a written agreement with OWNER prior to the performance of such services.

Section 17. Execution becomes Effective

This Agreement will be effective upon execution of the Agreement by and between ENGINEER and OWNER.

Section 18. Agreement Amendments

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. This Agreement may only be modified, amended, supplemented or waived by a written instrument executed by the parties except as may be otherwise provided therein.

Section 19. Severability

In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

Section 20. Independent Contractor

It is understood and agreed by and between the parties that ENGINEER in satisfying the conditions of this Agreement, is acting independently, and that the OWNER assumes no responsibility or liabilities to any third party in connection with ENGINEER's actions. All services to be performed by ENGINEER pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of OWNER. ENGINEER shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. There is no intended third party beneficiary to this Agreement.

Section 21. Notice

Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If to OWNER: Opal Mauldin-Robertson, City Manager
PO Box 940
Lancaster, TX 75146
972-218-1300
orobertson@lancaster-tx.com

(With copy to): Robert E. Hager
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Lincoln Plaza
500 North Akard
Dallas, Texas 75201

If to ENGINEER: **Dal-Tech Engineering, Inc.**
17400 Dallas Parkway, Ste 110
Dallas, TX 75287
972-250-2727

Section 23. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

Section 24. Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

Section 25. Survival of Obligations. Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the termination of this Agreement shall survive termination.

(Signature page to follow)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this the _____ day of _____, 20____.

OWNER:
City of Lancaster, Texas

ENGINEER:

By: _____
Opal Mauldin-Robertson
Title: City Manager

By: _____

Title: _____

WITNESS:

City Secretary

WITNESS:

APPROVED AS TO FORM:

City Attorney

EXHIBIT "A"
SCOPE OF SERVICES



March 10, 2017

Jim Brewer
Director of Public Works
City of Lancaster
1999 N. Jefferson Street
Lancaster, TX 75134

RE: Pleasant Run Road
IH35E to Dallas Avenue
Proposal for Professional Services

Dear Mr. Brewer,

The City of Lancaster desires to improve the safety and driving conditions along Pleasant Run Road from IH 35E to Dallas Avenue, through a city funded and city directed project. These improvements include numerous concrete pavement panel replacements. Panels extend between joints and/or saw cuts.

DAL-TECH is grateful for our selection to provide professional services on this project. The following proposal is provided in response to a negotiation meeting held on Thursday, February 16, 2017 and a telephone conversation with Jim Brewer on Wednesday, February 22, 2017.

BASIC SERVICES

Basic services will include the following items:

1. Topographic survey and base mapping from curb to curb, from IH35E to Dallas Avenue
2. Pavement condition ratings based upon visual observations for concrete pavement panels from IH35E to Dallas Avenue

17400 DALLAS PKWY. / STE. 110 / DALLAS, TX 75287 / 972-250-2727 / FAX 972-250-4774
www.dal-tech.com

3. Preparation of individual panel replacement plans, including:
 - a. Cover sheet
 - b. General notes sheet
 - c. Plan sheets
 - 1) Double plan view (no profile)
 - 2) Panel replacements shown by hatch pattern and centerline station
 - 3) Cross street and driveway returns shown
 - 4) Spot grades to eliminate "bird baths" based upon water stains and elevations
 - d. Generalized typical traffic control plan
 - e. Replacement of existing pavement markings
 - f. Typical erosion control plan
 - g. Detail sheets
4. Prepare specifications, including:
 - a. NCTCOG technical specifications
 - b. City of Lancaster bid forms and associated front end material
5. Provide bidding assistance, including:
 - a. Attend pre-bid meeting
 - b. Prepare addendum
 - c. Answer bidder questions
 - d. Attend bid opening
 - e. Attend City Council meeting
6. Reproduction of plans and specifications
7. Mileage and toll expenses
8. One panel ratings review meeting with the City of Lancaster
9. Prepare two preliminary opinions of probable construction costs
10. Limited geotechnical investigation, including:
 - a. Two borings to a maximum depth of three feet, each
 - b. Testing of two soil samples to determine presence of lime
 - c. Testing of two soil samples to determine pavement section recommendations

Basic services exclude the following items, however, DAL-TECH is available to provide these items, if requested by the City of Lancaster:

1. Public meetings
2. Public relations
3. Sequence of construction
4. Drainage calculations
5. Drainage improvements
6. Utility coordination
7. Water improvements
8. Wastewater improvements
9. Lighting improvements
10. Signage improvements
11. Landscaping improvements
12. Sidewalk improvements
13. Barrier free ramp improvements
14. Traffic signal improvements
15. Storm Water Pollution Prevention Plan (SWPPP)
16. Subsurface Utility Engineering (SUE)
17. Notice of Intent (NOI)
18. Notice of Termination (NOT)
19. Right-of-Entry services
20. Easement preparation
21. Right-of-Way determinations
22. Right-of-Way map preparations
23. Construction services

ADDITIONAL SERVICES

DAL-TECH will provide additional services as directed by in writing by the City of Lancaster.

TIME OF PERFORMANCE

DAL-TECH proposes to provide the above **Basic Services** (excluding bidding services) within four months following receipt of a signed agreement and a written notice to proceed.

Mr. Jim Brewer
March 10, 2017
Page 4 of 4

PROPOSED FEES

DAL-TECH proposes to provide the above Basic Services for the following hourly not-to-exceed fees:

Basic Services

1. Topographic Survey and Base Mapping	\$ 74,750.00
2. Pavement Ratings per Panel	\$ 8,400.00
3. Construction Plans	\$ 85,250.00
4. Construction Specifications	\$ 10,000.00
5. Bidding Assistance	\$ 5,000.00
6. Reproduction	\$ 2,500.00
7. Mileage and Tolls	\$ 1,000.00
8. Meeting (cost per meeting)	\$ 1,680.00
9. Preliminary Opinions of Probable Const. Cost	\$ 2,420.00
10. Limited Geotechnical Investigation	<u>\$ 8,000.00</u>
Total Fee -	\$199,000.00

Please let us know if you have any questions or comments on the above proposal.

Sincerely yours,
DAL-TECH Engineering, Inc.



H. Wayne Barton, PE
Project Manager

LANCASTER CITY COUNCIL

City Council Regular Meeting

8.

Meeting Date: 04/24/2017

Policy Statement: This request supports the City Council 2016-2017 Policy Agenda

Goal(s): Civic Engagement

Submitted by: Sorangel O. Arenas, City Secretary

Agenda Caption:

Discuss and consider a resolution declaring certain board, commission and committee position(s) vacant due to excessive absences and consider appointment(s) to the Lancaster Planning and Zoning Commission.

Background:

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

City Council asked to review the attendance records on a quarterly basis. Attached are attendance records updated through March 2017 for the following boards:

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

Should the Council adopt the resolution and declare a vacancy, Council may choose to appoint a Planning and Zoning Commission member.

The Planning and Zoning Commission consists of five regular members. Currently serving on the Planning and Zoning Commission are:

	<u>Term Expires</u>
Marvin Earle	December 2017
Lawrence Prothro	December 2017
Cynthia Johnson	December 2017
Isabel Aguilar	December 2018
Racheal Hill	December 2018

Operational Considerations:

A review of the attendance records indicates the following members did not meet attendance standards:

Planning and Zoning Commission:

Marvin Earle - regular member (term expires December 2017)

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

Options/Alternatives:

1. Council may approve the resolution declaring a vacancy in a position where attendance standards have not been met and fill the vacancy for an unexpired term ending December 2017 from the applications available of those interested in Planning and Zoning Commission.
2. Council may approve the resolution and leave position unfilled at this time.
3. Council may deny the resolution.

Recommendation:

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

Attachments

Resolution

Attendance record as noted above

City Boards and Commissions Attendance Policy

List of applicants (indicates board/commission preferences)

Applications (Alphabetical)

RESOLUTION NO.

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

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

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

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

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

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

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

Planning and Zoning Commission

Marvin Earle - regular member (term expires 2017)

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

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 24th day of April, 2017.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

AIRPORT ADVISORY BOARD

Meeting Attendance														
Term Expires	Board Members	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	
2017	Dean Byers	NM	P	NM	NM	NM	P	NM	NM	NM	NM	A	NM	LQ
2017	John Stewart	NM	P	NM	NM	NM	P	NM	NM	NM	NM	P	NM	LQ
2017	Tim Fagan	NM	A	NM	NM	NM	P	NM	NM	NM	NM	P	NM	LQ
2018	Andy Mungenast	NM	A	NM	NM	NM	P	NM	NM	NM	NM	P	NM	LQ
2018	Dr. Charles Waldrop, Jr.	NM	P	NM	NM	NM	P	NM	NM	NM	NM	P	NM	LQ
2018	Keith Hutchinson	NM	P	NM	NM	NM	P	NM	NM	NM	NM	P	NM	LQ
	ALTERNATE													
2017	James O. Knight, Jr.	NM	A	NM	NM	NM	P	NM	NM	NM	NM	P	NM	LQ

A= Absent

P = Present

NM = No Meeting

LC = Lack of Quorum

MC = Meeting Cancelled

Staff Contact - Mark Divita

Council Liason - Councilmember Clyde C. Hairston

Rev. 4/13/2017

ANIMAL SHELTER ADVISORY COMMITTEE

<i>Meeting Attendance</i>														
<i>Term Expires</i>	<i>Board Members</i>	<i>Apr- 16</i>	<i>May- 16</i>	<i>Jun- 16</i>	<i>July- 16</i>	<i>Aug- 16</i>	<i>Sep- 16</i>	<i>Oct-16</i>	<i>Nov-16</i>	<i>Dec-16</i>	<i>Jan- 17</i>	<i>Feb- 17</i>	<i>Mar- 17</i>	
2017	Christylla Miles	NM	NM	NM	NM	NM	NM	NM	P	NM	NM	NM	A	LQ
2017	Stacey Jaglowski	NM	NM	NM	NM	NM	NM	NM	P	NM	NM	NM	P	LQ
2018	Dr. Jean Eye	NM	NM	NM	NM	NM	NM	NM	P	NM	NM	NM	P	LQ
2018	Katherine Corrao	NM	NM	NM	NM	NM	NM	NM	P	NM	NM	NM	P	LQ
2017	Rosanna Ross	NM	NM	NM	NM	NM	NM	NM	P	NM	NM	NM	P	LQ
	ALTERNATE													
2017	Ivory Williams										Appt	NM	P	LQ

A = Absent

P = Present

NM = No Meeting

LQ = Lack of Quorum

MC = Meeting Cancelled

Staff Contact - Fabrice Kabona

Council Liaison - DMPT Stanley Jaglowski

Rev. 4/13/2017

LANCASTER ECONOMIC DEVELOPMENT CORP. (4A)

<i>Meeting Attendance</i>													
<i>Term Expires</i>	<i>Board Members</i>	<i>Apr- 16</i>	<i>May- 16</i>	<i>Jun- 16</i>	<i>July- 16</i>	<i>Aug- 16</i>	<i>Sep- 16</i>	<i>Oct 16</i>	<i>Nov 16</i>	<i>Dec 16</i>	<i>Jan- 17</i>	<i>Feb- 17</i>	<i>Mar- 17</i>
2019	Ric Peterson	NM	NM	P	P	P	NM	NM	P	NM	NM	A	LQ
2019	Sandi Collier	NM	NM	A	P	P	NM	NM	P	NM	NM	P	LQ
2017	Jon Cole	NM	NM	P	A	P	NM	NM	P	NM	NM	A	LQ
2017	Vanessa Sheffield	NM	NM	P	A	A	NM	NM	P	NM	NM	P	LQ
2017	Octavia Giadolor	NM	NM	A	P	A	NM	NM	P	NM	NM	P	LQ

A= Absent

P = Present

NM = No Meeting

LQ = Lack of Quorum

MC = Meeting Cancelled

Staff Contact - Shane Shepard

Council Liaison - Councilmember Marco Mejia

Rev. 4/13/2017

HISTORIC LANDMARK PERSERVATION COMMITTEE

Meeting Attendance															
Term Expires	Board Members	Apr-16	May- 16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17		
2017	*Mindy Truly													LQ	P
2018	Dee Hinkle	P	P	P	P	NM	P	P	P	MC	NM	P	A	LQ	P
2018	Patricia Siegfried-Giles	A	P	A	P	NM	P	P	P	MC	NM	P	P	LQ	P
2017	Gilles Delaisse	P	P	P	P	NM	A	A	P	MC	NM	A	P	LQ	P
2017	Glenn Hooper	P	P	P	P	NM	P	P	A	MC	NM	P	P	LQ	P
	Alternate														
2017	*Mary Guinn													LQ	P

*Appointed March 27, 2017

A = Absent

P = Present

NM = No Meeting

LQ = Lack of Quorum

MC = Meeting Cancelled

Staff Contact - Bester Munyaradzi

Council Liaison - Mayor Pro Tem Carol Strain-Burk

Rev. 4/13/2017

LIBRARY ADVISORY BOARD

Meeting Attendance														
Term Expires	Board Members	Apr-16	May-16	Jun-16	July-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	
2017	Quinnest Banks	P	NM	NM	MC	NM	NM	LQ	LQ	P	NM	P	NM	P
2017	Desarea Bradley	P	NM	NM	MC	NM	NM	LQ	LQ	P	NM	A	NM	A
2017	Candace Gardner	P	NM	NM	MC	NM	NM	LQ	LQ	P	NM	P	NM	P
2018	Angela McCowan	A	NM	NM	MC	NM	NM	LQ	LQ	P	NM	P	NM	P
2018	Sonja Shipp	P	NM	NM	MC	NM	NM	LQ	LQ	P	NM	A	NM	A
2018	*Felicia Gibbons										Appt	A	NM	A
2018	*Reba Matthews										Appt	P	NM	P
	Alternate													
2017	*Cecelia J. Smith Whitson										Appt	P	NM	P

*Appointed January 9, 2017

A = Absent

P = Present

NM = No Meeting

LQ = Lack of Quorum

MC = Meeting Cancelled

Staff Contact -Sean Johnson

Council Liaison - Deputy Mayor Pro Tem Stanley Jaglowski

Rev. 4/13/2017

MUSEUM ADVISORY BOARD

<i>Meeting Attendance</i>														
<i>Term Expires</i>	<i>Board Members</i>	<i>Apr-16</i>	<i>May-16</i>	<i>Jun 16</i>	<i>Jul-16</i>	<i>Aug-16</i>	<i>Sep-16</i>	<i>Oct-16</i>	<i>Nov-16</i>	<i>Dec-16</i>	<i>Jan-17</i>	<i>Feb-17</i>	<i>Mar-17</i>	
2018	Mary Ryan	P	NM	P	NM	NM	NM	LQ	P	NM	NM	NM	P	LQ
2018	Lillian Cullors	A	NM	P	NM	NM	NM	LQ	A	NM	NM	NM	A	LQ
2018	Shannon Boyd	A	NM	P	NM	NM	NM	LQ	P	NM	NM	NM	A	LQ
2018	Clara Butler	P	NM	A	NM	NM	NM	LQ	P	NM	NM	NM	P	LQ
2018	**Jeremy Reed										NM	NM	P	LQ
	ALTERNATE													
2017	*Oscar Miller										NM	NM	P	LQ

*Appointed January 9, 2017

**Resignation received April 10, 2017

A = Absent

P = Present

NM = No Meeting

LQ = Lack of Quorum

MC = Meeting Cancelled

Staff Contact - Sean Johnson

Council Liaison - Councilmember Clyde C. Hairston

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

Meeting Attendance														
Term Expires	Board Members	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	
2017	Abe Cooper	P	MC	P	MC	NM	LQ	A	NM	NM	NM	P	P	P
2017	Darwin Isham	P	MC	P	MC	NM	LQ	P	NM	NM	NM	A	P	A
2017	Mary Sykes	P	MC	P	MC	NM	LQ	P	NM	NM	NM	A	P	P
2018	Joe Smith		MC	P	MC	NM	LQ	P	NM	NM	NM	P	P	P
2018	Jerry Giles	P	MC	P	MC	NM	LQ	P	NM	NM	NM	P	P	P
2018	*Don McCoo										NM	P	P	P
2017	*Petra Covington										NM	A	P	P
	ALTERNATE													
2017	*Aderiance Ragland										NM	P	P	A

* Appointed January 9, 2017

A = Absent

P = Present

NM = No Meeting

LQ = Lack of Quorum

MC = Meeting Cancelled

Staff Contact - Sean Johnson
Council Liaison - Councilmember Nina Morris

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PLANNING AND ZONING COMMISSION

Meeting Attendance

Term Expires	Board Members	Apr-16	May-16		June-16	Jul-16	Aug-16		Sep-16	Oct-16	Nov-16	Dec-16		Jan-17	Feb-17	Mar-17	
2017	Lawrence Prothro	P	P	MC	A	A	MC	P	P	A	P	LQ	P	LQ	A	P	P
2017	Marvin Earle	P	P	MC	P	A	MC	P	A	P	P	LQ	A	LQ	A	A	P
2017	Cynthia Johnson	P	P	MC	P	P	MC	A	P	P	A	LQ	P	LQ	P	P	A
2018	Isabel Aguilar	P	P	MC	P	P	MC	P	P	P	P	LQ	P	LQ	P	P	P
2018	Racheal Hill	P	P	MC	A	P	MC	P	P	P	P	LQ	A	LQ	P	P	P

A = Absent

P = Present

NM = No Meeting

LQ = Lack of Quorum

MC = Meeting Cancelled

PROPERTY STANDARDS AND APPEALS BOARD

<i>Meeting Attendance</i>													
<i>Term Expires</i>	<i>Board Members</i>	<i>Apr-16</i>	<i>May-16</i>	<i>Jun-16</i>	<i>Jul-16</i>	<i>Aug-16</i>	<i>Sep-16</i>	<i>Oct-16</i>	<i>Nov-16</i>	<i>Dec-16</i>	<i>Jan-17</i>	<i>Feb-17</i>	<i>Mar-17</i>
2017	Cassandra Andrews	NM	NM	MC	MC	MC	MC	MC	NM	NM	NM	NM	A
2017	Donna Lee	NM	NM	MC	MC	MC	MC	MC	NM	NM	NM	NM	P
2018	Carolyn Morris	NM	NM	MC	MC	MC	MC	MC	NM	NM	NM	NM	P
2018	Carlton Terry	NM	NM	MC	MC	MC	MC	MC	NM	NM	NM	NM	P
2018	Sue Wyrick	NM	NM	MC	MC	MC	MC	MC	NM	NM	NM	NM	P
	ALTERNATE												
2017	*Charlene Cade										NM	NM	P

**Appointed on January 9, 2017*

A = Absent

P = Present

NM = No Meeting

LQ = Lack of Quorum

MC = Meeting Cancelled

Staff Contact - Opal Mauldin-Robertson

Council Liaison - Councilmember Nina Morris

Rev. 4/13/2017

SIGN CONTROL BOARD

Meeting Attendance															
Term Expires	Board Members	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16		Jan-17	Feb-17	Mar-17	
2017	Lawrence Prothro	NM	NM	NM	NM	NM	NM	NM	MC	LQ	P	NM	NM	NM	P
2017	Marvin Earle	NM	NM	NM	NM	NM	NM	NM	MC	LQ	A	NM	NM	NM	P
2017	Cynthia Johnson	NM	NM	NM	NM	NM	NM	NM	MC	LQ	P	NM	NM	NM	A
2018	Isabel Aguilar	NM	NM	NM	NM	NM	NM	NM	MC	LQ	P	NM	NM	NM	P
2018	Racheal Hill	NM	NM	NM	NM	NM	NM	NM	MC	LQ	P	NM	NM	NM	P

A = Absent

P = Present

NM = No Meeting

LQ = Lack of Quorum

MC = Meeting Cancelled

Staff Contact - Bester Munyaradzi

Council Liaison - MPT Carol Strain-Burk

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ZONING BOARD OF ADJUSTMENT

Meeting Attendance														
Term Expires	Board Members	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	
2017	Deborah Taylor	NM	MC	MC	MC	MC	LQ	NM	P	MC	NM	NM	NM	A
2017	Sherri Williams	NM	MC	MC	MC	MC	LQ	NM	P	MC	NM	NM	NM	P
2017	Margaret Brooks	NM	MC	MC	MC	MC	LQ	NM	P	MC	NM	NM	NM	A
2018	Syrinithnia Mann	NM	MC	MC	MC	MC	LQ	NM	P	MC	NM	NM	NM	P
2018	*John G. Thomas										NM	NM	NM	P
	ALTERNATE													
2017	*Lawrence Smith										NM	NM	NM	P

* Appointed on January 9, 2017

A = Absent

P = Present

NM = No Meeting

LQ = Lack of Quorum

MC = Meeting Cancelled

Staff Contact - Bester Munyaradzi
Council Liaison - DMPT Stanley Jaglowski

Rev. 4/13/2017



City of Lancaster Boards, Commissions and Committees Attendance Policy

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

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



Boards and Commissions Applicants

2017



Applicants	Airport	PSAB	HLPC	Library	ZBA	LEDC	P&Z	Parks/4B	Animal SAB	Museum	Comments
Anthony, Ronald						1	3	2			Interviewed on 12-8-16
Collins, Karen						1	3	2			Interviewed on 12-8-16
Day, Lolecia						1	2				
Moore, Joseph						2	3				Civil Service Commission - 1 Interviewed on 12-8-16
Reed, Jeremy					2		1				Interviewed on 12-8-16



City of Lancaster, Texas Boards and Commissions Application



Name: _____ Date: _____

Address: _____ Zip: _____

Home Phone: _____ Cell Phone: _____

Email Address: _____ Length of residency: _____

Occupation: _____

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

1. _____

2. _____

3. _____

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

☐ YES

☐ NO

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

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

DISCLOSURE OF PERSONAL INFORMATION

I, _____, an applicant for, or an appointed official, for the City of Lancaster, Texas, elect to:

☐ ALLOW public access to my personal information

☐ NOT ALLOW public access to my personal information

Note: Under the Public Information Act, a personal e-mail address is not public information and would not be released.

Signature _____ Date _____

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

For consideration during the annual appointment process, please submit your application by
November 20, 2015

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

Office Use Only

Received by: _____ Date: _____



City of Lancaster, Texas
Boards and Commissions



Application

Name: Karen Collins Date: 9/22/2016
Address: 2229 Appaloosa Dr. Zip: 75146
Home Phone: 972.227.8829 Cell Phone: 214.232.1386
Email Address: andrew5511@sbcglobal.net Length of residency: 16 yrs
Occupation: Registered Nurse / Quality Professional

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

1. ~~Property Standards & Appearance Board~~
2. Lancaster Economic Development Corporation A
3. Lancaster Recreational Development Corp B
3. Planning + Zoning Commission

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

☐ YES

☒ NO

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

Possess a MBA

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

DISCLOSURE OF PERSONAL INFORMATION

I, Karen Collins, an applicant for, or an appointed official, for the City of Lancaster, Texas, elect to:

☒ ALLOW public access to my personal information

☐ NOT ALLOW public access to my personal information

Note: Under the Public Information Act, a personal e-mail address is not public information and would not be released.

Signature Karen Collins Date 9/22/2016

Please return your completed application to the City Secretary's Office at 211 N. Henry St., or mail to P. O. Box 940, Lancaster, TX 75146 or fax to (972) 275-0914 or citysecretary@lancaster-tx.com.

For consideration during the annual appointment process, please submit your application by
November 18, 2016

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

Received by: Maupia Orlin

Office Use Only

Date: 9/27/16

Subject:

FW: Online Form Submittal: Board Application Form

Board Application Form

Select the Board,
Commission, or
Committee applying for

Planning and Zoning Commission

Personal Information

First Name

LOLECIA

Last Name

DAY

Address

713 RAWLINS DRIVE

City

LANCASTER

State

TX

Zip

75146

Length of Residency

1 YEAR

Home Phone Number

469 358 1264

Email Address

LODAY6303@HOTMAIL.COM

Occupation

TEACHER

Organization Membership Information

Have you ever served as a
member of any Lancaster
Boards, Commissions, or
Committees?

No

If yes, which

Field not completed.

Please list any particular
qualifications you feel
would be beneficial to
serving on any particular
board or commission.

FORMER BUSINESS OWNER; FORMER REAL ESTATE
AGENT

Please Enter Basic
Resume Information

LOLECIA DAY PO BOX 130811 DALLAS, TEXAS 75313 469-
358-1264 PROFESSIONAL WORK EXPERIENCE •

Below

Coordinator of Academic Competitions: increased participation by 80% • Present instructional strategies which improved student standardized test scores by 40% • Responsible for logistics and implementation of training sessions: Ethics in the Workplace; Project Based Learning; Technology in the Classroom; electronic data collection software – increased participation by 30% • Facilitate Professional Learning Community (PLC) meetings • Awarded “Master Teacher” status by district PROFESSIONAL WORK HISTORY Dallas Independent School District – Dallas, TX W. H. Adamson High School 2012 - Present Dallas Independent School District – Dallas, TX Lincoln High School 2009 - 2012 Dallas Independent School District – Dallas, TX Fred F. Florence Middle School 2002 – 2006 ADDITIONAL WORK EXPERIENCE Haughty Wino, LLC (2012- present) – Importer, Tradeshow Participant, Promotions & Events/Marketing Keller Williams Realty (2002-2008) – Buyer/Seller Agent, Commercial & Residential Real Estate/Marketing Compliments Intimate Apparel (1999-2002) – Wholesale Buyer, Merchandiser, Human Resources/Manager EDUCATION Master of Education - Concordia University – Austin, TX Bachelor of Arts - Texas A & M University – Commerce, TX Associate of Applied Science – Paris Junior College – Paris, TX CERTIFICATIONS State of Texas Principal/Administration EC-12; Professional Development Appraisal System (PDAS) Instructional Leadership & Development (ILD)

Disclosure of Personal Information

I DO NOT ALLOW public access to my personal information

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

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City of Lancaster, Texas
Boards and Commissions
Application



Name: Joseph Moore Date: 7-20-16

Address: 713 Oakbluff Dr Zip: 75146

Home Phone: _____ Cell Phone: 972-865-5182

Email Address: Moorejoseph315@gmail.com Length of residency: 11

Occupation: Secretary of Joe's Handyman Service

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

1. Civil Service Commission
2. Economic Development Corporation
3. Planning and Zoning Commission

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

☐ YES

☒ NO

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

Being only 19 I have very few qualifications, but I did
serve on the student body panel in high school.

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

DISCLOSURE OF PERSONAL INFORMATION

I, Joseph Moore, an applicant for, or an appointed official, for the City of Lancaster, Texas, elect to:

☒ ALLOW public access to my personal information

☐ NOT ALLOW public access to my personal information

Note: Under the Public Information Act, a personal e-mail address is not public information and would not be released.

Signature [Signature] Date 7-20-16

Please return your completed application to the City Secretary's Office at 211 N. Henry St., or mail to P. O. Box 940, Lancaster, TX 75146 or fax to 972-275-0914.

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

Office Use Only

Received by: Mayra Ortiz Date: July 20, 2016



**City of Lancaster, Texas
Boards and Commissions
Application**



Name: Jeremy Reed Date: 4/10/17
 Address: 204 S. Henry St. Lancaster, TX Zip: 75146
 Home Phone: N/A Cell Phone: 469-274-3650
 Email Address: jeremyreed81@gmail.com Length of residency: 18 years
 Occupation: Code Enforcement Officer, City of Dallas

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

1. Planning and Zoning Commission
2. _____
3. _____

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

☒ YES

☐ NO

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

Please see attached document.

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

DISCLOSURE OF PERSONAL INFORMATION

I, Jeremy Reed, an applicant for, or an appointed official, for the City of Lancaster, Texas, elect to:

- ☒ ALLOW public access to my personal information
☐ NOT ALLOW public access to my personal information

Note: Under the Public Information Act, a personal e-mail address is not public information and would not be released.

Signature  Date 4/10/17

Please return your completed application to the City Secretary's Office at 211 N. Henry St., or mail to P. O. Box 940, Lancaster, TX 75146 or fax to (972) 275-0914 or citysecretary@lancaster-tx.com.

For consideration during the annual appointment process, please submit your application by
November 18, 2016

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

Office Use Only

Received by: _____ Date: _____

I am currently a Code Enforcement Officer, licensed with the State of Texas, employed by the City of Dallas, assigned to the City Attorney's Office. I have taken multiple training courses on zoning, and have addressed many zoning violations in the City of Dallas. I care deeply about the sustainable growth of this city, as well as the quality of life of Lancaster citizens and visitors. I grew up in and have spent the majority of my life in Lancaster, and would love to serve the City of Lancaster by serving on this commission.

Jeremy Reed

4/10/17

Board Application Form

Select the Board,
Commission, or
Committee applying for

Planning and Zoning Commission

Personal Information

First Name Jeremy

Last Name Reed

Address 204 S Henry St

City Lancaster

State TX

Zip 75146

Length of Residency 1.5 years

Home Phone Number 469-274-3650

Email Address jeremyreed89@gmail.com

Occupation Code Enforcement Officer

Organization Membership Information

Have you ever served as a
member of any Lancaster
Boards, Commissions, or
Committees?

No

If yes, which *Field not completed.*

Please list any particular
qualifications you feel
would be beneficial to
serving on any particular
board or commission.

I am currently a Code Enforcement Officer licensed with the State of Texas, employed by the City of Dallas, assigned to the City Attorney's Office. I have taken multiple training courses on zoning, and have handled many zoning violations in the City of Dallas. I grew up in and have spent the majority of my life in Lancaster, Texas, and would love to serve the City of Lancaster by serving on this board.

Please Enter Basic
Resume Information
Below

- Code Inspector III, City Attorney's Office – City of Dallas, 1999 E Camp Wisdom Rd, Dallas TX, 75241. March 2016-Present. - Code Inspector II – City of Dallas – 7901 Goforth Rd, Dallas TX 75238. Sep 2014-March 2016 - Customer Service Representative for Courts, 311, and Water Utilities – City of Dallas – 1500 Marilla St, Dallas, TX, 75201. Feb 2014-Sep 2014 - Math Instructor – SALT Educational Co-Op – 1437 W Pleasant Run Rd, DeSoto, TX 75094. Aug 2011 – May 2013 - City Services Dispatcher - City of Dallas - 1500 Marilla St, Dallas, TX 75201. Aug 2007 – Aug 2011

Disclosure of Personal
Information

I DO NOT ALLOW public access to my personal information

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

LANCASTER CITY COUNCIL

City Council Regular Meeting

9.

Meeting Date: 04/24/2017

Policy Statement: This request supports the City Council 2016-2017 Policy Agenda

Goal(s): Professional & Committed City Workforce

Submitted by: Sorangel O. Arenas, City Secretary

Agenda Caption:

The City Council shall convene into closed executive session pursuant to Section 551.071 of the Texas Government Code to seek legal advice from the City Attorney regarding development of property commonly known as Daniieldale Resubdivision of Tracts 1 to 5 of Oak Cliff Farms Addition, an addition to the City of Lancaster, Texas.

Background:

Executive Session matters.

LANCASTER CITY COUNCIL

City Council Regular Meeting

10.

Meeting Date: 04/24/2017

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

Goal(s): Professional & Committed City Workforce

Submitted by: Sorangel O. Arenas, City Secretary

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.