



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

Monday, March 25, 2013 - 7:00 PM

CALL TO ORDER

INVOCATION: Ministerial Alliance

PLEDGE OF ALLEGIANCE: Mayor Marcus E. Knight

CITIZENS' COMMENTS:

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

CONSENT AGENDA:

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

- C1. Consider approval of minutes from the City Council Regular Meeting held March 11, 2013.
- C2. Consider a resolution approving a first amendment to a Mutual Aid Agreement between the City of Cedar Hill, the City of DeSoto, the City of Duncanville, the City of Glenn Heights, the City of Ferris, the City of Lancaster, the City of Midlothian, the City of Ovilla, the City of Red Oak and the City of Waxahachie, Texas regarding the provision of certain government functions and services in connection with the protection of life and property in the event of a disaster, civil disaster, and/or emergency.
- C3. Consider a resolution approving the resale by the County of Dallas of two residential tax foreclosed properties struck off to the City of Lancaster.

ACTION:

- 4. Discuss and consider appointments to the Planning and Zoning Commission and the Library Advisory Board.
- 5. Consider a resolution adopting the Lancaster City Council Rules and Procedures, as amended.

ADJOURNMENT

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

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

Certificate

I hereby certify the above Notice of Meeting was posted at the Lancaster City Hall on March 22, 2013 @ 8:30 a.m. and copies thereof were hand delivered to the Mayor, Mayor Pro-Tempore, Deputy Mayor Pro-Tempore and Council members.

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

Dolle K. Downe, TRMC
City Secretary

LANCASTER CITY COUNCIL

Agenda Communication

March 25, 2013

Item 1

Consider approval of minutes from the City Council Regular Meeting held March 11, 2013.

Background

Attached for your review and consideration are minutes from the:

- City Council Regular Meeting held March 11, 2013

Submitted by:

Dolle K. Downe, City Secretary

MINUTES

LANCASTER CITY COUNCIL MEETING OF MARCH 11, 2013

The City Council of the City of Lancaster, Texas, met in Regular session in the Council Chambers of City Hall on March 11, 2013 at 7:00 p.m. with a quorum present to-wit:

Councilmembers Present:

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

Councilmember Absent

Walter Weaver

City Staff Present:

Opal Mauldin Robertson, City Manager
Alicia Oyedele, Assistant to the City Manager
Thomas Griffith, Fire Chief
M. C. Smith, Assistant Police Chief
Sean Johnson, Parks and Recreation Director
Dolle Downe, City Secretary

Call to Order:

Mayor Knight called the meeting to order at 7:00 p.m. on March 11, 2013.

Invocation:

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

Pledge of Allegiance:

Mayor Pro Tem Marco Mejia led the pledge of allegiance.

Citizens Comments:

Donald Jones, 520 N. Dallas Avenue, stated that he wanted to publicly thank Councilmember Weaver for attending the food bank meeting.

Chaz Rodgers, 120 Palm Drive, read items listed on her Request to Speak form into the record as follows: "1. citing certified copy #518 dash cam #66917 Officers Skach and James as officers in violation; 2. certified copy #519 dash cam #66954 Officer Adams misconduct; 3. certified copy #524 Officers Skach and Washington stated I heard 10 shots and found a 9 millimeter"; Ms. Rodgers commented that the 9 millimeter is what is missing from the report to the Dallas DA; asked Council to place this matter on an agenda so it can be discussed; stated that there is no transparency because the discussion is unilateral and Council does not talk back; asked if Councilmember Jaglowski would help her get the item on an agenda; stated she is still frustrated, saying that her son died on the street and did not receive any assistance; stated that more could have been done to save him; stated that she had requested from the City Manager and the Mayor an internal investigation and all she received was a letter.

Carolyn Morris, 887 W. Wintergreen Road, commented on previously quoted Bible verses and stated that last meeting's "horse and pony show" was a joke; stated that there was nothing that proved the Mayor Pro Tem lived in his district; stated a councilmember should run to serve the district and should serve with integrity; stated that there should be truthfulness and trustworthiness among the councilmembers and if there is not, then Lancaster has problems; commented about those helping each other with campaigns and stated that the truth will be told on election day.

Consent Agenda:

City Secretary Downe read the consent agenda.

- C1. Consider approval of minutes from the City Council Regular Meeting held February 25, 2013.**
- C2. Consider a resolution authorizing the purchase of one (1) asphalt paver through an Interlocal Agreement with BuyBoard (Contract 345-10) for an amount not to exceed \$53,762.50.**
- C3. Consider a resolution authorizing the purchase of one (1) asphalt paver transport trailer through an Interlocal Agreement with BuyBoard (Contract 357-10) for an amount not to exceed \$7,461.00.**
- C4. Consider a resolution authorizing the purchase of eight (8) police patrol vehicles (Chevrolet Tahoes) from Caldwell Country Chevrolet through an Interlocal Agreement with BuyBoard for an amount not to exceed \$277,590.00.**
- C5. Consider a resolution authorizing the purchase of seven (7) Motorola MW810 Mobile Workstations from Motorola Solutions through an Interlocal Agreement with Houston Galveston Area Council (HGAC) for an amount not to exceed \$37,349.20.**

Councilmember Morris requested item C4 be removed from the consent agenda.

MOTION: Councilmember Morris made a motion, seconded by Councilmember Jaglowski, to approve consent items C1 – C3 and C5. The vote was cast 6 for, 0 against [Weaver absent].

Councilmember Morris asked if other types of vehicles were considered for patrol vehicles and about gas efficiency. City Manager Mauldin Robertson commented that a Ford Crown Victoria is no longer an option as a police vehicle and that the Dodge Charger was considered in addition to the Chevrolet Tahoe. City Manager Mauldin Robertson stated that ultimately the Tahoe was chosen because the vehicle sits higher and add-on equipment, such as the mobile workstation, fit into the Tahoe without modification which is an additional cost. City Manager Mauldin Robertson noted that the Dodge Charger and Tahoe are industry standards for patrol vehicles.

MOTION: Deputy Mayor Pro Tem Daniels made a motion, seconded by Councilmember Jaglowski, to approve a resolution authorizing the purchase of eight (8) police patrol vehicles [item C4] from Caldwell Country Chevrolet for an amount not to exceed \$277,590. The vote was cast 5 for, 1 against [Morris] [Weaver absent].

6. Discuss and consider appointments to the Planning and Zoning Commission and the Library Advisory Board.

MOTION: Deputy Mayor Pro Tem Daniels made a motion, seconded by Mayor Pro Tem Mejia, to table appointments to the regular meeting of March 25, 2013. The vote was cast 6 for, 0 against [Weaver absent].

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

The meeting was adjourned at 7:16 p.m.

ATTEST:

APPROVED:

Dolle K. Downe, City Secretary

Marcus E. Knight, Mayor

LANCASTER CITY COUNCIL

Agenda Communication

March 25, 2013

Item 2

Consider a resolution approving a First Amendment to a Mutual Aid Agreement between the City of Cedar Hill, the City of DeSoto, the City of Duncanville, the City of Glenn Heights, the City of Ferris, the City of Lancaster, the City of Midlothian, the City of Ovilla, the City of Red Oak and the City of Waxahachie, Texas, regarding the provision of certain governmental functions and services in connection with the protection of life and property in the event of a disaster, civil disaster, and/or emergency.

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

Goal: Healthy, Safe & Vibrant Neighborhoods

Background

In 2005 the City of Lancaster entered into a joint Mutual Aid Agreement with the cities of Cedar Hill, DeSoto, Duncanville, Ferris, Glenn Heights, Midlothian, Ovilla, Red Oak, and Waxahachie. This agreement allows these cities to assist each other in the event of disasters and emergencies. This agreement has worked very well over the years. The agreement also worked well for Lancaster during the 2012 tornado response. This first amendment to the agreement will add the City of Ennis to the group of resources. On a day to day basis this addition will have little impact on the City of Lancaster's operations. However it would allow Ennis to work more with Waxahachie, Red Oak and Ferris. In the event of a larger incident like our tornado, it will allow for us to call on the City of Ennis for more resources.

Considerations

- **Operational** - This agreement increases the resources available during disasters and emergencies.
- **Legal** – The agreement and resolution have been reviewed and approved as to form by the City Attorney.
- **Financial** – In the event of an emergency, there is no cost to the requesting agency for the first 48 hours of services.
- **Public Information** - No public notification is required.

Options/Alternatives

1. Approve the proposed resolution.
2. Reject the resolution and reject mutual aid assistance with the City of Ennis.

Recommendation

Staff recommends approval of the resolution.

Attachments

- Resolution
 - First Amendment
 - Interjurisdictional Mutual Aid Agreement For Ellis Dallas Unified Cooperative Team (EDUCT)
-

Submitted by:

Thomas Griffith, Fire Chief

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING A FIRST AMENDMENT TO A MUTUAL AID AGREEMENT BETWEEN THE CITY OF CEDAR HILL, THE CITY OF DESOTO, THE CITY OF DUNCANVILLE, THE CITY OF GLENN HEIGHTS, THE CITY OF FERRIS, THE CITY OF LANCASTER, THE CITY OF MIDLOTHIAN, THE CITY OF OVILLA, THE CITY OF RED OAK AND THE CITY OF WAXAHACHIE, TEXAS REGARDING THE PROVISION OF CERTAIN GOVERNMENTAL FUNCTIONS AND SERVICES IN CONNECTION WITH THE PROTECTION OF LIFE AND PROPERTY IN THE EVENT OF A DISASTER, CIVIL DISASTER, AND/OR EMERGENCY; AUTHORIZING THE MAYOR TO EXECUTE THE SAID FIRST AMENDMENT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Cedar Hill, the City of DeSoto, the City of Duncanville, the City of Glenn Heights, the City of Ferris, the City of Lancaster, the City of Midlothian, the City of Ovilla, the City of Red Oak and the City of Waxahachie are neighboring municipalities and, pursuant to and in accordance with law, previously entered into an agreement regarding the provision of certain governmental functions and services for one another as set forth herein, including assisting and cooperating with one another in connection with the protection of life and property in the event of a Disaster, Civil Emergency and/or Emergency, entitled “Interjurisdictional Mutual Aid Agreement for Ellis Dallas Unified Cooperative Team” (the “Agreement”), a true and correct copy of which is on file in the office of the City Secretary; and

WHEREAS, the City of Cedar Hill, the City of DeSoto, the City of Duncanville, the City of Glenn Heights, the City of Ferris, the City of Lancaster, the City of Midlothian, the City of Ovilla, the City of Red Oak, and the City of Waxahachie desire to amend the Agreement by adding the City of Ennis, Texas as a party thereto and by making certain other changes as set forth in that First Amendment to the Interjurisdictional Mutual Aid Agreement for Ellis Dallas Unified Cooperative Team, a true and correct copy of which is attached hereto as Exhibit A and incorporated herein; and

WHEREAS, the City Council of the City of Lancaster, Texas, finds it to be in the public interest to approve the changes to the Agreement as set forth in the First Amendment to the Interjurisdictional Mutual Aid Agreement for Ellis Dallas Unified Cooperative Team;

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

SECTION 1. The foregoing recitals to this Resolution are true and correct and are incorporated into and made a part of this Resolution for all purposes.

SECTION 2. The City Council approves the First Amendment to the Interjurisdictional Mutual Aid Agreement for Ellis Dallas Unified Cooperative Team attached hereto as Exhibit A. The Mayor is authorized to execute the said Agreement on behalf of the City.

SECTION 3. This Resolution shall be effective immediately upon approval.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas on this 25th day of March 2013.

APPROVED:

Marcus E. Knight, Mayor

ATTEST:

Dolle K. Downe, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

**FIRST AMENDMENT TO
INTERJURISDICTONAL MUTUAL AID AGREEMENT
FOR ELLIS DALLAS UNIFIED COOPERATIVE TEAM**

This First Amendment to the Ellis Dallas Unified Cooperative Team Interjurisdictional Mutual Aid Agreement (“First Amendment”) is made this ____ day of _____, 201__ (“Effective Date”) by and between the City of Cedar Hill, Texas (“Cedar Hill”), the City of DeSoto, Texas (“DeSoto”), the City of Duncanville, Texas (“Duncanville”), the City of Ferris, Texas (“Ferris”), the City of Glenn Heights, Texas (“Glenn Heights”), the City of Lancaster, Texas (“Lancaster”), the City of Midlothian, Texas (“Midlothian”), the City of Ovilla, Texas (“Ovilla”), the City of Red Oak, Texas (“Red Oak”), and the City of Waxahachie, Texas (“Waxahachie”) (Cedar Hill, DeSoto, Duncanville, Glenn Heights, Ferris, Lancaster, Midlothian, Ovilla, Red Oak and Waxahachie are sometimes referred to herein together as the “Cities” and individually as a “City”).

Recitals:

1. The Cities previously entered into that agreement entitled Ellis Dallas Unified Cooperative Team Interjurisdictional Mutual Aid Agreement (the “Agreement”) regarding the formation of a fire service mutual aid consortium to allow the Cities to perform and provide certain governmental functions and services for one another as set forth herein, including assisting and cooperating with one another in connection with the protection of life and property in the event of a Disaster, Civil Emergency and/or Emergency.

2. The Agreement describes the Cities as “Parties” (and so called herein), and describes, among other things, a Party’s request for assistance, response to a request for assistance, and matters related thereto.

3. Section 16 of the Agreement provides that the Agreement may be amended by the mutual agreement of the Parties in writing.

4. The Parties desire to amend the Agreement by adding the City of Ennis, Texas (“Ennis”) as a Party to the Agreement and by allowing for the addition of new members to the Agreement in the future without the need for formally amending the Agreement.

NOW, THEREFORE, for and in consideration of the above and foregoing Recitals, the benefits flowing to each of the Cities, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City of Cedar Hill, the City of DeSoto, the City of Duncanville, the City of Glenn Heights, the City of Ferris, the City of Lancaster, the City of Midlothian, the City of Ovilla, the City of Red Oak and the City of Waxahachie do hereby agree as follows:

Section 1. Amendment to Agreement. The Mutual Aid Agreement is amended as follows:

A. *Addition of the City of Ennis, Texas as Party*. The Agreement is hereby amended by amending the first paragraph of the Agreement so that it shall hereafter read as follows:

“This Mutual Aid Agreement “Agreement”) is entered into by, between and among the following Cities of the State of Texas (collectively, “the Parties”).

City of Cedar Hill (Dallas and Ellis Counties), the City of DeSoto (Dallas County), the City of Duncanville (Dallas County), the City of Glenn Heights (Dallas and Ellis Counties), the City of Ferris (Ellis County), the City of Lancaster (Dallas County), the City of Midlothian (Ellis County), the City of Ovilla (Ellis and Dallas County), the City of Red Oak (Ellis County), the City of Waxahachie (Ellis County), and the City of Ennis (Ellis County).”

B. *No Amendment Required for Adding New Parties.* The Agreement is hereby amended by adding Section 23 as follows:

“23. **ADDITION OF NEW PARTIES.** Any local government entity may participate in the Agreement with the approval of the Fire Chief of each Party. Each participating local government entity will be required to approve and agree to the terms and conditions of this Agreement. The participation of additional participating local government entities shall not otherwise require the approval of other participating local government entities. “

Section 2. No Other Amendments. Except for the amendment to the Agreement stated herein, all other terms, provisions and representations of the Agreement shall remain unchanged and in full force and effect.

Section 3. First Amendment Void. Notwithstanding any other provision of this First Amendment, in the event this First Amendment is not approved by resolution of the governing body and executed by the authorized representative of each of the Cities and Ennis on or before March 15, 2013, this First Amendment shall be void and have no force or effect.

Section 4. Attachment to Agreement. This First Amendment shall be attached to and is incorporated into the Agreement.

Section 5. Counterparts. This First Amendment may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

Section 6. No Third Party Beneficiaries. This Amendment is solely for the benefit of the Cities and Ennis and is not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

Section 7. Incorporation of Recitals. The above and foregoing Recitals to this First Amendment are true and correct and are incorporated into this First Amendment and made a part hereof for all purposes.

Section 8. Authority to Execute. The undersigned officers and/or agents of the Cities and of Ennis are the properly authorized officials and have the necessary authority to execute this First Amendment on behalf of each of them, and each of the Cities and Ennis hereby certify one to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

EXECUTED to be effective as of the Effective Date first written above.

**CITY OF CEDAR HILL
DALLAS & ELLIS COUNTY, TEXAS**

By: _____
Rob Franke, Mayor

ATTEST:

By: _____
City Secretary

**CITY OF DESOTO
DALLAS COUNTY, TEXAS**

By: _____
Carl Sherman, City Manager

ATTEST:

By: _____
City Secretary

**CITY OF DUNCANVILLE
DALLAS COUNTY, TEXAS**

By: _____
Deborah Hodge, Mayor

ATTEST:

By: _____
City Secretary

**CITY OF GLENN HEIGHTS
DALLAS & ELLIS COUNTY, TEXAS**

By: _____
Victor Pereira, Mayor

ATTEST:

By: _____
City Secretary

**CITY OF FERRIS
ELLIS COUNTY, TEXAS**

By: _____
Bill Pardue, Mayor

ATTEST:

By: _____
City Secretary

**CITY OF LANCASTER
DALLAS COUNTY, TEXAS**

By: _____
Marcus E. Knight, Mayor

ATTEST:

By: _____
City Secretary

**CITY OF MIDLOTHIAN
ELLIS COUNTY, TEXAS**

By: _____
Bill Houston, Mayor

ATTEST:

By: _____
City Secretary

**CITY OF OVILLA
ELLIS COUNTY, TEXAS**

By: _____
Tom Leverentz, Mayor

ATTEST:

By: _____
City Secretary

**CITY OF RED OAK
ELLIS COUNTY, TEXAS**

By: _____
Alan Hugley, Mayor

ATTEST:

By: _____
City Secretary

**CITY OF WAXAHACHIE
ELLIS COUNTY, TEXAS**

By: _____
N.B. "Buck" Jordan, Mayor

ATTEST:

By: _____
City Secretary

ACCEPTED AND APPROVED:

**CITY OF ENNIS
ELLIS COUNTY, TEXAS**

By: _____
Russell Thomas, Mayor

ATTEST:

By: _____
City Secretary

Interjurisdictional
MUTUAL AID AGREEMENT
For
Ellis Dallas Unified Cooperative Team
EDUCT

**INTERJURISDICTIONAL
MUTUAL AID AGREEMENT**

STATE OF TEXAS

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§
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COUNTIES OF DALLAS AND ELLIS

This **Mutual Aid Agreement** ("Agreement") is entered into by, between and among the following Cities of the State of Texas (collectively, "the Parties").

City of Cedar Hill (Dallas and Ellis Counties), City of DeSoto (Dallas County), City of Duncanville (Dallas County), City of Ferris (Ellis County), City of Glenn Heights (Dallas and Ellis Counties), City of Lancaster (Dallas County), City of Midlothian (Ellis County), City of Ovilla (Ellis and Dallas County), City of Red Oak (Ellis County), City of Waxahachie (Ellis County).

RECITALS

The Parties recognize the vulnerability of the people and communities located within each County to damage, injury and loss of life and property resulting from Disasters, Civil Emergencies and/or Emergencies; and recognize that they may present equipment and manpower requirements beyond the capacity of each individual Party; and

The Parties must confront the threats to public health and safety posed by possible terrorist actions and weapons of mass destruction and other incidents of man-made origin, and the threats to public health and safety from natural Disasters, all capable of causing severe damage to property and danger to life; and

The Parties to this Agreement recognize that Mutual Aid has been provided in the past and determined that it is in the best interests of themselves and their citizens to create a plan to foster communications and the sharing of resources, personnel and equipment in the event of such calamities; and

The governing officials of the Parties desire to secure for each Party the benefits of Mutual Aid for the protection of life and property in the event of a Disaster, Civil Emergency and/or Emergency; and

The Parties wish to make suitable arrangements for furnishing Mutual Aid in coping with Disasters, Civil Emergencies and/or Emergencies, and are so authorized and make this Agreement pursuant to Chapter 791, Texas Government Code (Interlocal Cooperation Act); Chapter 418, Texas Government Code (Texas Disaster Act of 1975); and Chapter 362, Local Government Code; and

It is expressly understood that any Mutual Aid extended under this Agreement and the operational plans adopted pursuant thereto, is furnished in accordance with the "Texas Disaster Act" and other applicable provisions of law, and except as otherwise provided by law, the responsible local official in whose jurisdiction an incident requiring Mutual Aid has occurred

shall remain in charge at such incident including the direction of such personnel and equipment provided him/her through the operation of such Mutual Aid plans.

INITIAL RECOGNITION OF PRINCIPLES BY ALL PARTIES; AGREEMENT PROVIDES NO RIGHT OF ACTION FOR THIRD PARTIES

As this agreement is a reciprocal contract, it is recognized that any party to this agreement may be requested by another party to be a provider. It is mutually understood that each party's foremost responsibility is to its own citizens. The provisions of this agreement shall not be construed to impose an unconditional obligation on any party of this agreement to provide aid and assistance pursuant to a request from another party. Accordingly, when a party is requested to provide aid and assistance, in good faith it may deem itself unavailable to be a provider when the resources being requested are necessary to provide reasonable and adequate protection for its own citizens. A party unable to honor a request for aid and assistance will so inform the party initiating a request.

Given the finite resources of each party and the potential for each party to be unavailable for aid and assistance at a given point in time, the parties mutually encourage each other to enlist other local entities in mutual aid and assistance efforts, and to enter into such agreements accordingly. Likewise, the parties fully recognize that there is ample public purpose for entering into this agreement, and therefore, shall attempt to render assistance in accordance with the terms of the agreement to the fullest extent possible.

All functions and activities performed under this agreement are hereby declared to be governmental functions. Functions and activities performed under this agreement are carried out for the benefit of the general public and not for the benefit of any specific individual or individuals. Accordingly, this agreement shall not be construed as or deemed to be an agreement for the benefit of any third parties or persons, and no third parties or persons shall have any right of action under this agreement for any cause whatsoever. All immunities provided by law shall be fully applicable.

NOW, THEREFORE, the Parties agree as follows:

1. **RECITALS**. The recitals set forth above are true and correct.
2. **DEFINITIONS**. For purposes of this Agreement, the terms listed below will have the following meanings:
 - a. **AGREEMENT**--This Interjurisdictional Mutual Aid Agreement, duly executed.
 - b. **ASSISTING PARTY**--The Party furnishing equipment, supplies, facilities, services and/or manpower to the Requesting Party.
 - c. **CIVIL EMERGENCY**--An unforeseen combination of circumstances or the resulting consequences thereof within the geographic limits of a given jurisdiction that calls for immediate action or for which there is an urgent need for assistance or relief to protect the general citizenry.

- d. DISASTER--The occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made cause, including fire, flood, earthquake, wind, storm, wave action, oil spill or other water contamination, volcanic activity, epidemic, air contamination, blight, drought, infestation, explosion, riot, hostile military or paramilitary action, energy emergency (as that term is defined in Chapter 418 of the Texas Government Code), acts of terrorism, or other public calamity requiring Emergency action.
 - e. EMERGENCY--Any occurrence, or threat thereof, whether natural or caused by man, in war or in peace, which results in substantial injury or harm to the population, or substantial property damage or loss of property.
 - f. MUTUAL AID--Includes, but is not limited to, such resources as facilities, equipment, services, supplies and personnel.
 - g. REQUESTING PARTY--The Party requesting aid in the event of a Disaster, Civil Emergency and/or Emergency.
3. ACTIVATION OF AGREEMENT. The incident commander of the affected Party or his/her designee making a request for aid, may activate this Agreement.
- The activation of the Agreement shall continue, whether or not a local Disaster Declaration or state of Civil Emergency is still active, until the services of the Assisting Party are no longer required.
4. PROCEDURES FOR REQUESTS AND PROVISION OF MUTUAL AID. The Incident Commander of a Party or his/her designee may request Mutual Aid assistance by communicating a request for Mutual Aid assistance to an Assisting Party.
- a. REQUESTS DIRECTLY TO ASSISTING PARTY: The Requesting Party may directly contact the Assisting Party or his/her designee and provide the necessary information as prescribed in Section 4.B. below.
 - b. REQUIRED INFORMATION BY REQUESTING PARTY: Each request for assistance shall be accompanied by the following information, to the extent known:
 - (1) A general description of the damage or injury sustained or threatened;
 - (2) Identification of the emergency service function or functions for which assistance is needed (e.g., fire, law enforcement, emergency medical, search and rescue, transportation, communications, public works and engineering, building, inspection, planning and information assistance, mass care, resource support, health and other medical services, etc.), and the particular type of assistance needed;
 - (3) The amount and type of personnel, equipment, materials, supplies, and/or facilities needed; and

- (4) The location or locations to which the resources are to be dispatched.
- c. ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE. When contacted by a Requesting Party, the Assisting Party from which aid is requested agrees to assess local resources to determine availability of personnel, equipment and other assistance based on current or anticipated needs. All Parties shall render assistance to the extent personnel, equipment and resources are deemed available. No Party shall be required to provide Mutual Aid unless it determines that it has sufficient resources to do so based on current or anticipated events within its own jurisdiction.
- d. INFORMATION REQUIRED OF THE ASSISTING PARTY. An Official of the Assisting Party who determines that the Assisting Party has available personnel, equipment, or other resources, shall so notify the Requesting Party and insure the requested resources are promptly dispatched.
- e. SUPERVISION AND CONTROL: When providing assistance under the terms of this agreement, the personnel, equipment, and resources of any Assisting Party will be under the operational control of the Requesting Party, the response effort to which SHALL be organized and functioning within an Incident Command System (ICS). Direct supervision and control of personnel, equipment, resources and personnel accountability shall remain with the designated supervisory personnel of the Assisting Party. The designated supervisory personnel of the Assisting Party shall:
- (1) Maintain personnel time records, material records and a log of equipment hours;
 - (2) Be responsible for the operation and maintenance of the equipment and other resources furnished by the Assisting Party; and
 - (3) Shall report work progress to the Requesting Party. The Assisting Party's personnel and other resources shall remain subject to recall by the Assisting Party at any time, subject to reasonable notice to the Requesting Party.
- f. MUTUAL AID PLAN. By their signatures below, each Party hereto certifies that it will provide Mutual Aid assistance under this Agreement. Additionally, each Party will develop a plan which specifies those positions authorized to activate this Agreement.
- g. FOOD, HOUSING AND SELF-SUFFICIENCY: Unless specifically instructed otherwise, the Requesting Party shall have the responsibility of providing food and housing for the personnel of the Assisting Party from the time of their arrival at the designated location to the time of their departure. However, Assisting Party personnel and equipment should be, to the greatest extent possible, self-sufficient while working in the Emergency or Disaster area. The

Requesting Party may specify only self-sufficient personnel and resources in its request for assistance.

- h. COMMUNICATIONS: Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Assisting Party and the Requesting Party. Assisting Party personnel should be prepared to furnish their own communications equipment sufficient only to maintain communications among their respective operating units, if such is practicable.
 - i. RIGHTS AND PRIVILEGES: Personnel who are assigned, designated or ordered by their governing body to perform duties pursuant to this Agreement shall continue to receive the same wages, salary, pension, and other compensation and benefits for the performance of such duties, including injury or death benefits, disability payments, and workers' compensation benefits, as though the service had been rendered within the limits of the jurisdiction where the personnel are regularly employed.
 - j. TERM OF DEPLOYMENT: The initial duration of a request for assistance will be specified by the Requesting Party, to the extent possible by the situation.
- 5. COSTS. All costs associated with the provision of Mutual Aid, including but not limited to compensation for personnel; operation and maintenance of equipment; damage to equipment; medical expenses; and food, lodging and transportation expenses shall be borne by the Assisting Party for the first forty-eight (48) hours that assistance is provided. Thereafter, all costs associated with the provision of Mutual Aid, including but not limited to compensation for personnel; operation and maintenance of equipment; damage to equipment; medical expenses; and food, lodging and transportation expenses shall be paid by the Assisting Party and reimbursed by the Requesting Party at actual cost. Requests for reimbursement must be submitted within ten (10) working days of the return of all personnel deployed under this Agreement. Such request shall identify with specificity each service, labor, or equipment provided and the unit and total costs associated with each. The Assisting Party shall be responsible for creating and maintaining for a period of three (3) years a record of all costs incurred, both reimbursed and unreimbursed costs, in providing aid under this Agreement. Such costs and reimbursements shall be paid from current funds of the respective Party. All Parties acknowledge that unreimbursable costs incurred during the initial 48-hour period will not be subject to reimbursement with any available federal funds.
- 6. INSURANCE
 - a. WORKERS' COMPENSATION COVERAGE: Each Party shall be responsible for its own actions and those of its employees and is responsible for complying with the Texas Workers' Compensation Act.
 - b. AUTOMOBILE LIABILITY COVERAGE: Each Party shall be responsible for its own actions and is responsible for complying with the Texas motor vehicle financial responsibility laws.

- c. **GENERAL LIABILITY, PUBLIC OFFICIAL'S LIABILITY, AND LAW ENFORCEMENT LIABILITY:** To the extent permitted by law and without waiving sovereign immunity, each Party shall be responsible for any and all claims, demands, suits, actions, damages and causes for action related to, or arising out of, or in any way connected with its own actions, and the actions of its personnel in providing Mutual Aid assistance pursuant to the terms and conditions of this Agreement. Each Party agrees to obtain general liability, public official's liability and law enforcement liability, if applicable, or maintain a comparable self-insurance program.
- d. **OTHER COVERAGE:** The Assisting Party shall provide and maintain their standard packages of medical and death benefit insurance coverage while their personnel are assisting the Requesting Party.
7. **WAIVER OF CLAIMS AGAINST PARTIES; IMMUNITY RETAINED.** Each Party hereto waives all claims against the other Parties hereto for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except those caused in whole or in part by the negligence of an officer, employee, or agent of another Party. No Party waives or relinquishes any immunity or defense on behalf of itself, its officers, employees and agents as a result of the foregoing sentence or its execution of this Agreement and the performance of the covenants contained herein.
8. **EXPENDING FUNDS.** Each Party that performs services or furnishes aid pursuant to this Agreement shall do so with funds available from current revenues of the Party. No Party shall have any liability for the failure to expend funds to provide aid hereunder.
9. **TERM.** This Agreement shall become effective as to each Party on June 30, 2005 and shall continue in force and remain binding on each and every Party for twelve (12) months from the effective date. This Agreement shall renew automatically for a period of one year upon the completion of the initial term and each subsequent term unless and until such time as the governing body of a Party terminates its participation in this Agreement pursuant to Section 17 of this Agreement. Termination of participation in this Agreement by a Party or Parties shall not affect the continued operation of this Agreement between and among the remaining Parties.
10. **ENTIRETY.** This Agreement contains all commitments and agreements of the Parties with respect to the Mutual Aid to be rendered hereunder during or in connection with a Disaster, Civil Emergency and/or Emergency. No other oral or written commitments of the Parties with respect to Mutual Aid under this Agreement shall have any force or effect if not contained herein, except as provided in Section 16 below.
11. **RATIFICATION.** Each Party hereby ratifies the actions of its personnel and the rendering and/or receiving of Mutual Aid taken prior to the date of this Agreement.
12. **OTHER MUTUAL AID AGREEMENTS.** It is understood that certain Parties may have heretofore contracted or may hereafter contract with each other for Mutual Aid in Civil Emergency and/or Disaster situations, and it is agreed that, **to the extent there is a conflict between this Agreement and any other such Mutual Aid agreement, the provisions of**

this Agreement shall be superior to any such individual contract. To assist each other in the process of Mutual Aid response planning, each Party agrees to inform the other Parties of all Mutual Aid Agreements that each Party has with other municipalities, entities, counties, and state or federal agencies.

13. **INTERLOCAL COOPERATION ACT.** The Parties agree that Mutual Aid in the context contemplated herein is a “governmental function and service” and that the Parties are “local governments” as that term is defined herein and in the Interlocal Cooperation Act, Texas Government Code, Chapter 791.
14. **SEVERABILITY.** If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.
15. **VALIDITY AND ENFORCEABILITY.** If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.
16. **AMENDMENT.** This Agreement may be amended only by the mutual written consent of the Parties.
17. **TERMINATION.** Any Party may at any time by resolution or notice given to all the other Parties decline to participate in the provision of Mutual Aid. The governing body of a Party that is a signatory hereto shall, by resolution, give notice of termination of participation in this Agreement and submit a certified copy of such resolution to all other Parties. Such termination shall become effective not earlier than 30 days after the filing of such notice. The termination by one or more of the Parties of its participation in this Agreement shall not affect the operation of this Agreement as between the other Parties hereto.
18. **THIRD PARTIES.** This Agreement is intended to insure only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall it be deemed or construed to create any rights for third parties.
19. **NOTICE.** Any notice required or permitted between the Parties must be in writing, addressed to the attention of each respective Chief Elected Official, and shall be delivered in person, or mailed certified mail, return receipt requested, or may be transmitted by facsimile transmission.
20. **WARRANTY.** This Agreement has been officially authorized by the governing or controlling body or agency of each Party hereto by order, ordinance or resolution and each signatory to this Agreement guarantees and warrants that the signatory has full authority to execute this Agreement and to legally bind the respective Party to this Agreement.
21. **GOVERNING LAW AND VENUE.** The laws of the State of Texas shall govern this Agreement. In the event of an Emergency or Disaster physically occurring within the

geographical limits of only one county that is a Party hereto, venue shall lie in the county in which the Emergency or Disaster occurred. In the event of an Emergency or Disaster physically occurring in more than one county that is a Party hereto, venue shall be determined in accordance with the Texas Rules of Civil Procedure.

22. **HEADINGS**. The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

****The Rest of this Page is Intentionally Left Blank.****

EXECUTED by the Parties hereto, each respective entity acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be determined to be an original, on the date specified on the multiple counterpart executed by such entity.

NAME: Rob FRANK Date: 6-14-05
Signature: [Signature]
Mayor

City of Cedar Hill, Texas
Dallas County and Ellis County, Texas;

NAME: Michael Hurtt Date: 5/17/05
Signature: [Signature]
Mayor

City of DeSoto, Texas
Dallas County, Texas;

NAME: DAVID L. GREEN Date: 8/5/05
Signature: [Signature]
Mayor

City of Duncanville, Texas
Dallas County, Texas;

NAME: Scott T. Born Date: June 10, 2005
Signature: [Signature]
Mayor

City of Ferris, Texas
Ellis County, Texas;

NAME: Alvin L. DuBois Date: 7-8-05
Signature: [Signature]
Mayor

City of Glenn Heights, Texas
Dallas County and Ellis County, Texas;

NAME: Joe Tillotson Date: 5-24-05
Signature: [Signature]
Mayor

City of Lancaster, Texas
Dallas County, Texas;

NAME: Boyce G. Whaley Date: 5-24-05
Signature: [Signature]
Mayor

City of Midlothian, Texas
Ellis County, Texas;

NAME: William A. "Bill" Turner Date: 5-24-05
Signature: [Signature]
Mayor

City of Ovilla, Texas
Ellis County, Texas;

NAME: Todd B. Little Date: 9th of May 2005
Signature: [Signature]
Mayor

City of Red Oak, Texas
Ellis County, Texas;

NAME: Jay Barksdale Date: 7/13/05
Signature: Jay C Barksdale
Mayor

City of Waxahachie, Texas
Ellis County, Texas.

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LANCASTER CITY COUNCIL

Agenda Communication

March 25, 2013

Item 3

Consider a resolution approving the resale by the County of Dallas of two residential tax foreclosed properties struck off to the City of Lancaster.

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

Goal: Financially Sound City Government

Background

On February 27, 2012, Council approved an interlocal agreement between the City of Lancaster and Dallas County for the resale of five tax foreclosed properties struck off to the City of Lancaster as trustee. As a result, the following two properties have been sold in accordance with the February 27, 2012 resolution: 2624 Hulette and 4219 Elkins.

2624 Hulette sold for \$5,000 dollars and 4219 Elkins sold for \$3,500 dollars. The \$1,500 fee per property was deducted from the sale price paid prior to the distribution and delinquent taxes to taxing entities in accordance with the interlocal agreement. The sale of these two properties represents a total of \$23,590 dollars added back to the tax roll as a result of the City of Lancaster's participation in the Dallas County program and their subsequent purchase.

The City of Lancaster will permit Dallas County, as trustee, to resell the City's interest in two additional tax foreclosed and seized real properties acquired at sheriff's sale. This approval will be for the inclusion of the following properties in the program: 1463 Park Circle and 1665 Marsalis.

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

Considerations

- **Operational** - This item is for the consideration of a resolution of two (2) tax foreclosed properties currently struck off to the City of Lancaster to be included in the Dallas County Tax Foreclosure Resale Program. If approved, Dallas County, as trustee for the City of Lancaster, will coordinate the public sale of 1436 Park Circle and 1665 Marsalis.
- **Legal** –The resolution has been reviewed and approved as to form by the City Attorney.

- **Financial** – Participation in the program will require a \$1,500 flat fee per property, totaling \$3,000. The City of Lancaster retains responsibility for the maintenance of all struck off properties until sold.
- **Public Information** – There are no public information requirements.

Options/Alternatives

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

Recommendation

Staff recommends of the resolution as presented.

Attachments

- Resolution
 - Interlocal Agreement
 - Properties Map
-

Submitted by:

Opal Mauldin Robertson, City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE RESALE, BY THE COUNTY OF DALLAS, OF TWO (2) RESIDENTIAL TAX FORECLOSED PROPERTIES STRUCK OFF TO THE CITY OF LANCASTER AS DEPICTED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, this matter was briefed to the Lancaster City Council ("City Council") on February 20, 2012, wherein the City Council agreed to use this form of Resolution to provide the County of Dallas consent to sell specific properties to the highest bidder by public or private sale; and

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

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

WHEREAS, these parcels of land held in trust by the City of Lancaster, Trustee for itself and Dallas County and Lancaster Independent School District or Dallas Independent School District, are exempt from taxation and it is in the best interest of the taxing authorities to have these parcels of land returned to the tax roll as taxable property; and

WHEREAS, by this resolution the County of Dallas is authorized to resell those parcels of land which have not received a sufficient bid as set by law and to execute a quitclaim deed for such parcels of land conveying to the purchaser the right, title, and interest acquired or held by the City of Lancaster as Trustee for itself and the other taxing entities who were parties to the judgment foreclosing tax liens on the parcels of land; and

WHEREAS, the City of Lancaster and the taxing units involved desire to resell said parcels of land in an expeditious manner pursuant to Section 34.05 of the Texas Property Tax Code and the City of Lancaster to receive its pro-rata share of the proceeds.

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

SECTION 1. That the list of two (2) residential tax foreclosed properties struck off to the City of Lancaster, attached hereto and incorporated herein by reference as Exhibit "A", having been reviewed by the City Council of the City of Lancaster, Texas, and found to be acceptable and in the best interest of the City and its citizens, be, and the same is hereby, in all things approved.

SECTION 2. This resolution shall become effective immediately from and after its passage, as the law and charter in such cases provide.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas on this the 25th day of March 2013.

ATTEST:

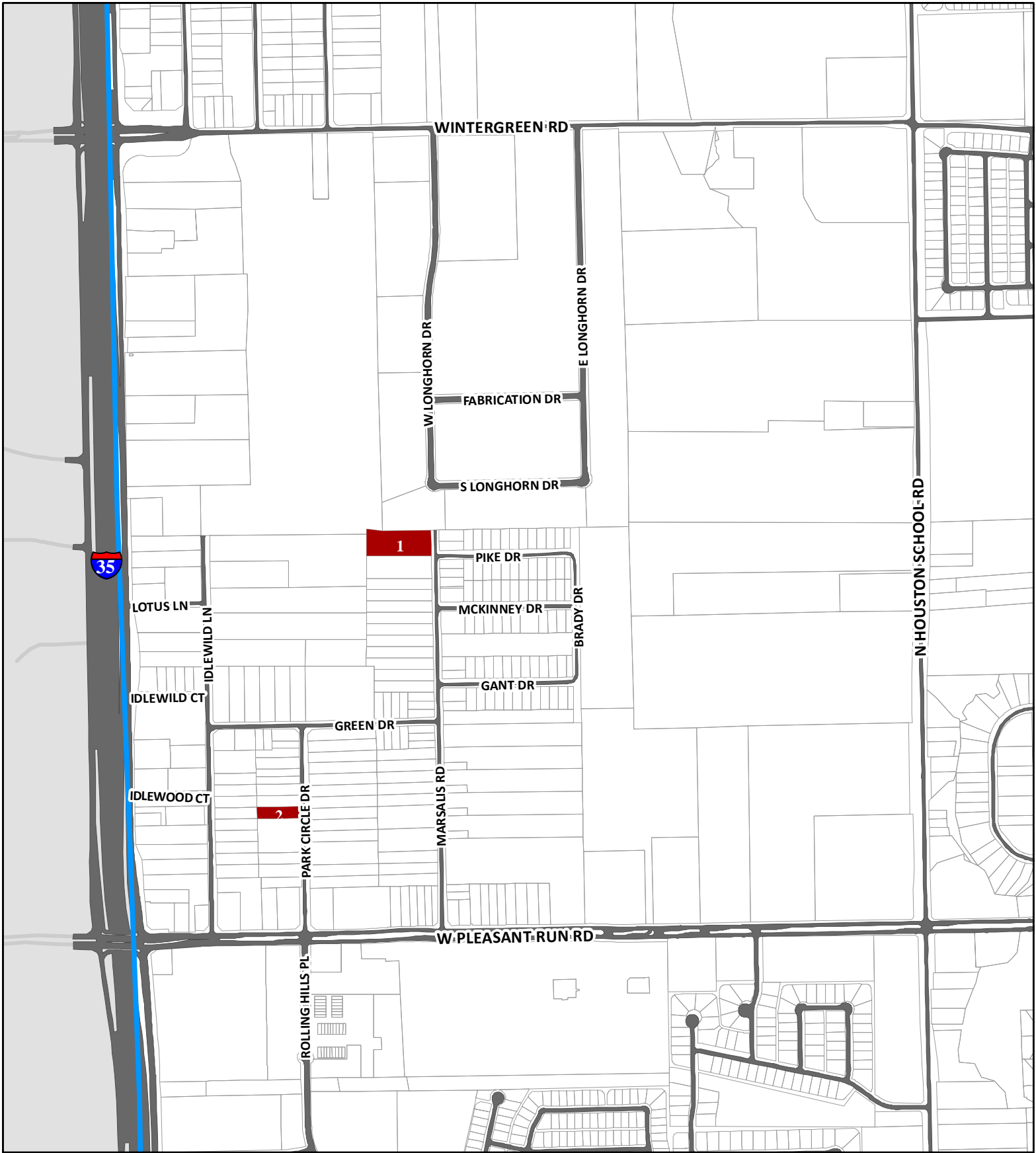
APPROVED:

Dolle K. Downe, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

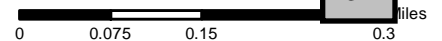


City Limits
City Property for Sale

City of Lancaster
City Owned Property for Sale
March 19th, 2013



ID	DCAD Account #	Site Address	Acres	Value	Zoning
1	36002500030610000	1665 MARSALIS RD	1.595	\$17,000	SF-6
2	36002500020180000	1463 PARK CIRCLE DR	0.492	\$36,090	R





201200078805

AGREE 1/7

THE STATE OF TEXAS

COUNTY OF DALLAS

§
§
§**FILE AS IS**

INTERLOCAL AGREEMENT BETWEEN
CITY OF LANCASTER
AND DALLAS COUNTY

This Interlocal Agreement is entered into by and between:

The CITY OF LANCASTER, TEXAS a Texas municipal corporation (hereinafter "CITY") located in Dallas County, Texas; and

DALLAS COUNTY on its own behalf and on behalf of other political subdivisions, PARKLAND HOSPITAL DISTRICT, DALLAS COUNTY SCHOOL EQUALIZATION FUND and DALLAS COUNTY COMMUNITY COLLEGE DISTRICT (hereinafter "COUNTY"), whose taxes are collected by the Dallas County Tax Assessor -Collector.

WHEREAS, both CITY and COUNTY want to enter into this agreement to permit COUNTY, as trustee, to resell CITY's interest in tax foreclosed and seized real properties, acquired at a sheriff's sale in compliance with the Texas Property Tax Code, Chapter 34, requirements or the Texas Local Government Code Chapter 272, or any successor thereto; and

WHEREAS, COUNTY can reasonably screen properties for itself and the CITY to allow for an expedited tax foreclosure sheriff's sale and potential resale.

NOW THEREFORE, in consideration of the premises and the agreements, covenants and promises herein set forth, it is agreed as follows:

I.
DEFINITIONS

- (A) "CITY" means the CITY OF LANCASTER, Dallas County, Texas.
- (B) "COUNTY" means the County of Dallas, the Parkland Hospital District, the Dallas County School Equalization Fund, and the Dallas County Community College District.
- (C) "PARTIES" means the CITY and COUNTY.
- (D) "POLICIES" means the Dallas County Tax Foreclosure Resale Policies adopted by the Dallas County Commissioners Court, as outlined in the Dallas County Code, Chapter 62-Taxation, Article II. REAL PROPERTY, Divisions 3 and 4, Sections 62-91 through 62-160, as may be amended.
- (E) "Property" or "Properties" means parcels that are in the inventory of one of

the parties as a result of a delinquent tax foreclosure sale pursuant to Chapter 34 of the Texas Property Tax Code.

II. PURPOSE

The purpose of this Interlocal Agreement is to expand and expedite the processing of real properties which are encumbered by tax liens and become the subject of litigation resulting in a tax foreclosure sale/resale. This expanded and expedited process will minimize the costs to the citizens of CITY and COUNTY.

III. TERMS, RIGHTS, OBJECTIVES AND DUTIES OF THE PARTIES

CITY and COUNTY agree to execute this Interlocal Agreement pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended, which provides authorization for any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act.

1. CITY and COUNTY agree that CITY has been or will be briefed on the various resale procedures to be used by COUNTY in the sale, use and disposition of tax foreclosed real Properties acquired by CITY or COUNTY as trustee for the taxing units authorized by Texas Property Tax Code Chapter 34, or any successor thereto. CITY agrees that COUNTY will assume the lead role in determining which resale procedure, authorized by state law, shall be utilized for the resale of a Property. CITY agrees to timely provide a resolution of the City Council of the CITY consenting to or opposing COUNTY'S sale of the tax foreclosure Property as provided by Section 34.05(i) of the Texas Property Tax Code. Tax foreclosure resales shall be conducted in compliance with this Agreement, except that if any additional terms or conditions become necessary in connection with the resales, such additional terms or conditions shall be agreed upon by a duly authorized supplemental agreement to this Agreement.
2. COUNTY agrees to perform or cause to be performed the following obligations in connection with the resale of properties:
 - a. To inform the CITY of proposed changes to its current resale Policies, as defined in Section I(D).
 - b. To screen for suitability, on behalf of both the CITY and COUNTY, all struck off properties proposed for tax sale or resale by the parties' collection law firm.
 - c. To provide CITY with information about the Properties or resales upon request.
 - d. At COUNTY'S sole discretion, to provide services related to Properties for which reimbursement is permitted pursuant to Texas Property Tax Code,

Chapter 34, or any successor thereto, from the date of the sheriff's sale to the date of the resale of the Property.

- e. To provide for the trustee taxing unit's recovery of reasonable costs, as defined by and in accordance with the Texas Property Tax Code, Chapter 34 or any successor thereto, from the resale proceeds without further formal action.
 - f. To execute deeds conveying CITY's right, title and interest in the Properties upon resale.
3. CITY agrees to perform or cause to be performed the following obligations in connection with the resale of Properties:
- a. To authorize COUNTY, acting through the Dallas County Commissioner's Court, to consent on CITY's behalf to future tax foreclosure resales of properties acquired by CITY or COUNTY as trustee. Such consent is for private or public resale of Properties for an amount less than the lesser of the market value of the Property as stated in the judgment of foreclosure or the total amount of the judgments against the tax foreclosed Property or resale of seized properties in accordance with Texas Property Tax Code requirements or Chapter 272 of the Texas Local Government Code, unless prior written notice is given to COUNTY by CITY that consent for resale of a Property is denied.
 - b. The CITY agrees to implement a procedure in the form of a standard resolution, providing express consent for COUNTY to resell individual tax foreclosure Properties, which are jointly vested in the name of the COUNTY, CITY, and the independent school district(s). COUNTY will provide CITY with a list of individual tax foreclosure Properties targeted for resale and CITY will be responsible for timely submitting the standard resolution granting the COUNTY express consent for the resale of said Properties.
 - c. To assist COUNTY by maintaining, preserving, safekeeping, or any other repairs or improvements required by a city ordinance or building code, as provided by Texas Property Tax Code Chapter 34, or any successor thereto, a Property located in the CITY limits, from the date the Property is struck off to the date the Property is resold.
 - d. To upon request of COUNTY, provide an invoice(s) detailing maintenance costs eligible for reimbursement from the proceeds of a resale.
 - e. To authorize the COUNTY, acting through the Dallas County Commissioner's Court, to act on its behalf in the maintenance, advertisement, sale and disposition of the Properties when resold by the COUNTY as trustee.

4. Each party agrees that when costs are incurred in the resale of Property, those costs will be reimbursed in accordance with Texas Property Tax Code, Chapter 34, or any successor thereto, to the extent funds are available, or from any other available and legally permissible funds.
5. CITY and COUNTY agree to apply the local law of CITY in performing the governmental functions or services required by law. COUNTY may apply Chapter 272 of the Local Government Code to the resale of Properties.
6. Any sale to a taxing unit or a subsequent purchaser shall be subject to the original owner's right of redemption and of the taxing units' rights to proceeds of the sale.
7. In making this authorization, and except for the approvals noted above, CITY retains all of its rights under the Texas Property Tax Code, including entitlement to sale proceeds and right to set aside a sale.
8. This Agreement stays in effect until modified or revoked by the CITY or COUNTY in compliance with Section VII, Termination.
9. This Agreement embodies the complete agreement of the CITY and the COUNTY superseding all oral or written previous and contemporary agreements between the CITY and COUNTY relating to matters contained herein; and, except as otherwise provided in this Agreement, cannot be modified without a written duly authorized supplemental agreement of the CITY and COUNTY.

IV.

NO VERBAL AGREEMENT

This Agreement contains all the terms, commitments and covenants of the Parties pursuant to this Agreement. Any verbal or written commitment not contained in this Agreement or expressly referred to in this Agreement and incorporated by reference shall have no force or effect.

V.

AGREEMENT INTERPRETATION AND VENUE

The Parties covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas and venue shall be proper exclusively in Dallas County, Texas.

VI.

CAPTIONS

The captions to the various clauses of this Agreement are for informational purposes only and in no way alter the substance of the terms and conditions of this Agreement.

VII.
TERMINATION

A party to this Agreement may withdraw only after providing not less than ninety (90) days written notice of withdrawal to the other party. This Agreement may be terminated at anytime by mutual consent of the parties.

VIII.
IMMUNITY

It is expressly understood and agreed that, in the execution of this Agreement, no party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions, and all parties retain all immunities otherwise provided by law.

IX.
SEVERABILITY

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants or conditions of this Agreement are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions in this Interlocal Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

EXECUTED in multiple original counterparts to be effective on this the 23rd day of February, 2012

CITY OF LANCASTER

By: 

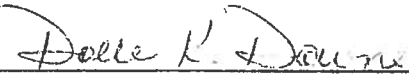
Opal Mauldin-Robertson
City Manager

DALLAS COUNTY

By: 

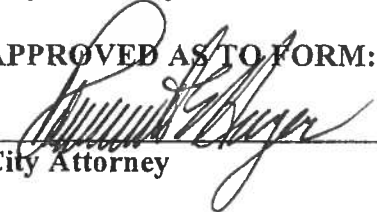
Clay Lewis Jenkins,
County Judge

ATTEST:

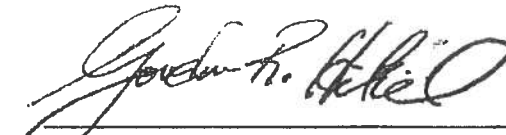


Dottie K. L. Dorn
City Secretary

APPROVED AS TO FORM:



City Attorney



Gordon Hikel,
District Attorney's Office

LANCASTER CITY COUNCIL

Agenda Communication

March 25, 2013

Item 4

Discuss and consider appointments to the Planning and Zoning Commission and the Library Advisory Board.

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

Goal: Civic engagement

Background

At the March 11, 2013 Council meeting, a motion was made and approved to table appointments until the next regular Council meeting.

Currently the City has the following vacancies on boards/commissions:

		<u>Term expires</u>
Planning and Zoning Commission	regular member	2013
Library Advisory Board	regular member	2013

Considerations

We had very few applications remaining on hand from annual appointments in August 2012 that expressed interest in either the Planning and Zoning Commission or the Library Advisory Board.

Due to the limited number of applications on hand, we have recruited for board and commission applicants since late January through a number of resources including the website, Lancaster Live, the Lancaster Connection, the City's social sites and a press release. We received four additional applications for P&Z. One of those new applicants also asked to be considered for the Library Advisory Board. A spreadsheet of applicants is attached.

LaToya Browning currently serves as an alternate on the Library Advisory Board and may be appointed to the vacant regular position.

Options/Alternatives

Council may choose to:

1. Make one or both appointments from applications on hand or new applications.

2. For the Library Advisory Board, Council may appoint the current alternate, LaToya Browning, to the regular position and then make an appointment to the vacated alternate position.
3. Leave one or both vacancies unfilled at this time.

It is in the best interest of the boards to operate with full membership as soon as is practical.

Recommendation

Board and Commission appointments are solely at Council's discretion.

Attachments

- Spreadsheet of applicants
 - Applications
-

Submitted by:

Dolle K. Downe, City Secretary

Boards and Commissions Applicants March 2013



Applicants	Airport	PSAB	HLPC	Library	ZBA	LEDC	P&Z	Parks/4B	Animal SAB	Comments
Barnett Jr., Tom							1			<i>new applicant</i>
Burrell, Philicia						2	1	3		<i>new applicant</i>
Nichols, Roosevelt							1			<i>2012 applicant</i>
Slaughter, Marcus				1			1			<i>new applicant</i>
Smith, Arlandre R.	3			1				2		<i>2012 applicant</i>
Walker, Frankie Renee							1			<i>new applicant</i>
Weeks, Donald J.					2		1			<i>2012 applicant</i>

updated 3-6-2013



City of Lancaster, Texas
Boards and Commissions
Application



Name: Tom Barnett Jr. Date: 2-1-2013
Address: 803 E. 3rd St. Lancaster, Tex. Zip: 75146
Home Phone: 972-227-1959 Work/Cell Phone: _____
Email Address: _____ Length of residency: 40+
Occupation: _____

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

1. PLANNING + ZONING
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.

I served as a member and chair of Planning and Zoning, thus, I feel that I may be able to now assist with business of the Board

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

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

Signature Tom Barnett Jr. Date 2-1-2013

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.

Received by: _____

Office Use Only

Date: _____



City of Lancaster, Texas
Boards and Commissions
Application



Name: Burrell, Philicia R. Date: 2-18-2013
Address: 1506 Becky Lane Zip: 75134
Home Phone: 972-227-0581 Work/Cell Phone: 469-879-7788
Email Address: queenamina09@gmail.com Length of residency: 13 yrs
Occupation: Instructional Aide III

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

1. Planning and Zoning Commission
2. Lancaster Economic Development Corp.
3. Parks and Recreation Advisory Board

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.

Retired from Tx Dept. Criminal Justice

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

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

Signature P.M. Burrell Date 2/18/2013

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.

Received by: dd

Office Use Only
Date:

RECEIVED FEB 25 2013



City of Lancaster, Texas
Boards and Commissions
Application



Name: Roosevelt Nichols Date: 7-28-12
Address: 2318 Montclair Lancaster TX Zip: 75146
Home Phone: 9-227-0619 Work/Cell Phone: 469-358-8759
Email Address: NICK0420@SBCS106ale.net Length of residency: 26 Yrs
Occupation: _____

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

1. P&Z / 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.

comprehensive plan steering committee

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

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

Signature Roosevelt Nichols Date 7-28-12

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.

Received by: <u>AAA</u>	Office Use Only: _____
Date: <u>7-30-12</u>	_____



Roosevelt Nichols
2318 Montclair
Lancaster, Texas 75146
(972)227-0619 or (469) 358-8722
Nick0420@sbcglobal.net

Personal:

Residence: Twenty-six years resident of Lancaster, Texas

Educational Background

Norfolk State University, Norfolk, Virginia:

Bachelor of Arts in Business Administration and Marketing

Cedar Valley Community College, Principles Management

Various Continuing Education Courses

Professional Credentials

Nichols Mobile African American History Museum

Nichols Transportation Company

Forty hours of Special Event Certification Training

Certified Mediator in Personal Property and Multi-Cultural Conflict Resolution/Grievance

Museum Certification:

Administration (A): Human Resource, Legal Issues, Operations, Budgeting, Governance, by laws, Mission, Board Development, Ethics.

Resource Development (E): Public Relations, Development, Membership, Marketing.

Exhibitions (E): Curation, Installation, Evaluation, Labels, Gallery Guides, Object Mounting, Furnishing Plans for Historic Houses, Interpretation

Military Background

U.S. Navy (Honorable)

Vietnam ERA Veteran

Special Affiliations

32nd Degree Mason

National Riffle Association

Lancaster Chambers of Commerce

Dallas Black Chambers of Commerce

Civic and Community Based Experience for City of Lancaster

- Organized and served as coordinator for Millbrook Neighborhood Crime Watch Committee
- President of the Millbrook Homeowners Association since 1993 to current.
- Chaired the committee that sponsor the culture celebration event for Cinco De Mayo, Juneteenth and Fourth of July celebration (1997 to 1999)
- Recognized as one of the thirteenth most influential people in the City of Lancaster by Today's Newspaper, February 1998
- Member of the Charter Review Committee, 1999 and 2002
- Organized and chaired a committee that sponsor The Armed Forces Day support and pray for our troops 2002.
- Help organized and chaired Lancaster Human Relations Commission served four years
- Served as a member of a Regional and Urban Design Assistance Team Steering Committee in Lancaster, Texas after the tornado that destroyed downtown area of Lancaster.
- Received numerous hours of Sensitivity Training
- Served on the Comprehensive Plan Steering Committee for Lancaster, TX (2003 & 2004)
- Dallas County Election Judge for four years
- Received Trailblazer Award at the at the 1999 Juneteenth Celebrations
- Rosa Parks Millbrook Campus Improvement Committee, 1997 and 1998
- Leading advocate of changing name of the Millbrook Elementary to Rosa Parks -Millbrook Elementary. I met with Mrs. Rosa parks to obtain permission to re-name Millbrook Elementary School in her honor.
- Airport Advisor Board (2005 & 2006)
- Former Lancaster High School Cheerleader Booster Club President
- Present Board member of the Lancaster Historical Society (2007-2008)
- Lancaster independence School District Improvement Council 2006
- Founder and President of Lancaster Martin Luther King, Jr. Foundation and parade Committee since 2003.
- Served on the Keep Lancaster Beautiful Committee
- Member of Texas Association of Museum and North Texas Association Museum
- Lancaster Lions Club



City of Lancaster, Texas
Boards and Commissions
Application



Name: Marcus Slaughter Date: 4 Feb 2013
Address: 1323 Kentucky Ave Zip: 75134
Home Phone: _____ Work/Cell Phone: 214 546 6586
Email Address: marcus_slaughter@hotmail.com Length of residency: 5 yrs
Occupation: Teacher/Mentor

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.

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

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

Signature  Date 4 Feb 2013

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.

Received by	Office Use Only
	Date



City of Lancaster, Texas
Boards and Commissions
Application



Name: Marcus Slaughter Date: 4 Feb 2013
Address: 1323 Kentucky Ave Zip: 75134
Home Phone: _____ Work/Cell Phone: 214 946 6586
Email Address: marcus.slaughter@hotmail.com Length of residency: 5 yrs
Occupation: Teacher / Mentor

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

1. Library Advisory Board
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.

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

Signature: [Signature] Date: 4 Feb 2013

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.

Received by	Office Use Only
	Date



City of Lancaster, Texas
Boards and Commissions
Application



Name: Arlandra R. Smith Date: 5-2-12
Address: 609 W 8th St Lancaster, TX Zip: 75146
Home Phone: 972-218-5852 Work/Cell Phone: 972-289-4475 Primary
Email Address: arlandrasmith18@gmail.com Length of residency: 4 yrs
Occupation: Self employed

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

1. Library advisory Board
2. LRDC - 4B Sales Tax
3. Airport Adv. Board

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.

tax paying citizen the cares, I'm always @ the library I know
their strengths & weakness, I work @ the airport (Love Field)
for 5 yrs as a customer serv. specialist I @ work with
air force one + 2 sec. serv. and military
To be an effective member of a Board or Commission, you must be willing to attend and participate in all scheduled meetings.

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

Signature: [Signature] Date: 5-2-12

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.

Received by: <u>[Signature]</u>	Office Use Only Date: <u>5-2-12</u>
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RECEIVED MAY 02 2012



City of Lancaster, Texas
Boards and Commissions
Application



Name: Frankie Renee' Date: 2/25/13
Address: 1534 Kensington Place Zip: 75134
Home Phone: 214-809-4084 Work/Cell Phone: 214-809-4084
Email Address: texaswalker Length of residency: 8yrs,
Occupation: Realtor and MCE Instructor

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

1. Planning & Zoning
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.

See Attached

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

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

Signature [Signature] Date 2/25/13

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.

Received by: dd

Office Use Only

Date: 3-6-13

FRANKIE RENEE' WALKER

214-809-4084

texaswalker2014@gmail.com

WORK EXPERIENCE

LICENSE REALTOR

Great Real Estate, Inc., Grapevine, Texas

March 2009 – Present

Rent, buy, or sell property for clients. Perform duties such as study property listings, interview prospective clients, accompany clients to property for showers. Discuss conditions of sale and draw up real estate contract. Includes agents who represent buyers.

Batched payments for posting to customers' accounts, tracked expenses of legal and appraisal bad debts, determined cost per square foot for real estate; developed charts for analysis and tracking; and completed special projects.

Office Manager, assistant to the Broker in the daily real estate day to day activities within the office. Such as dispersing information and supervising staff. I am responsible for training new agents, explaining compensation benefits.

Approved Apartment Locator in the Texas area. I have 20 plus years of Real Estate experience.

Certification: Short Sale and Foreclosure Resource (SFR)

Texas Certified Leasing Specialist (TCLS)

Texas Certified Leasing Property Manager (TCLPM)

Texas Real Estate Commission (TREC) MCE Instructor

Merchandising Representative

News America Marketing, Fort Worth, Texas

December 2001- June 10, 2011

Assisted in the execution of clients' requirements in retail stores, objectives were realized by following program guidelines, reporting, and building productive in-store relationships.

Participates in routing, counting and inspecting items that needed to be put on displayed or returned. Communicated with Territory Manager as requested on an on-going basis training new staff on operation process in their local store. Instructed retail management in regards to product pricing, quantity, and displaying of merchandise. Due to job performance was placed me in the position of **Field Trainer** for new hires.

Administrator

Church of the Living God, Dallas, Texas

April 1997 – July 2008

Senior Pastor modest congregation was responsible for oversight of all church operations and staff. Prepare and deliver weekly sermons and/or in-depth instructional training. Review and approve budgets and various financial reports; responsible for providing and conducting training classes; function as facilitator or moderator at various events such as workshops and conferences; officiate weddings, funerals and other ministerial events. Greeted guest provided support and encouragement, developed and managed a food pantry. Implemented new members class, design the manual for this class it was a week program.



Boards and Commissions

City of Lancaster, Texas Boards and Commissions Application



Name: Donald J. Weeks Date: Aug. 3, 2012
Address: 112-W. 7th ST. Lancaster, TX. Zip: 75146
Home Phone: 214 274-6787 Work/Cell Phone: Same
Email Address: None Length of residency: 11-years
Occupation: RETIRED

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

1. CITY OF LANCASTER COUNCIL Board
2. PLANNING AND ZONING COMMISSION
3. ZONING Board OF ADJUSTMENT

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.

I HAVE BEEN WORKING HARD ALL MY LIFE, I AM 73 years
OLD, AND I AM A VETERAN FOR 7-years I WAS IN THE
THE US ARMY... (I WOULD LIKE TO SEE LANCASTER GROW!..)

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

For consideration during the annual appointment process, please submit your application by
August 13, 2012.

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

Signature Donald J. Weeks Date Aug. 3, 2012

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.

Received by: AA

Office Use Only

RECEIVED AUG 09 2012

Date:

LANCASTER CITY COUNCIL

Agenda Communication

March 25, 2013

Item 5

Consider a resolution adopting the Lancaster City Council Rules and Procedures, as amended.

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

City Charter Provision

Background

At the February 25, 2013 City Council meeting, the agenda item on amending City Council Rules and Procedures was withdrawn from the agenda for further discussion during a work session. Council discussed revisions to the procedure for a councilmember to request an item be placed on an agenda at the work session on March 18, 2013 and previously at the February 18, 2013 work session. Following discussion, Council directed staff to bring the amendment forward for consideration as previously presented.

Section 3.14 of the City's Home Rule Charter requires the Council to determine its own rules of order and business. City Council Rules and Procedures provide the framework in which the Council conducts its business and may be amended at any time by a majority vote of City Council.

Considerations

- **Operational** - With amendment to the City Council Rules and Procedures, a councilmember's request for a matter to be placed on an agenda must be submitted in writing, on the specified form, signed by the requesting councilmember and acknowledged by the City Manager and City Secretary. The amendment does not in any way limit a councilmember's right to place an item on the agenda.

Proposed changes to Section D. 1.c. are below.

D. CITY COUNCIL AGENDA PROCESS

1. Agenda Items

. . . .

- c. A Councilmember may place an item on the agenda by presenting same, ~~in writing or verbally,~~ **on the prescribed form**, to the City Manager not later than noon on the Friday one week before the Council meeting. **The**

City Manager and City Secretary shall acknowledge receipt of the request form and provide a copy to the requesting councilmember. The City Manager may discuss with the requesting Councilmember delay of the agenda item one meeting due to time considerations. However, the Councilmember may choose to direct the City Manager to place the agenda item on the upcoming Council meeting without a one meeting delay. Such direction shall be noted in the agenda communication regarding the agenda item.

- **Legal** - The City Attorney has reviewed and approved as to form the attached resolution.
- **Financial** - Amending City Council Rules and Procedures does not create any financial impact.
- **Public Information** - There are no public information requirements other than the duly posted agenda for the matter to be considered.

Options/Alternatives

1. Council may approve the resolution adopting the amendment as presented.
2. Council may modify the rules and procedures and then adopt the revisions.
3. Council may reject the resolution.

Recommendation

Staff recommends adoption of the resolution amending the rules and procedures as presented.

Attachments

- Resolution
- Redlined City Council Rules and Procedures
- Councilmember Request to Schedule Item for City Council Discussion/Action [form]

Submitted by:

Opal Mauldin Robertson, City Manager
Dolle K. Downe, City Secretary

RESOLUTION NO. 2013-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, ADOPTING THE LANCASTER CITY COUNCIL RULES AND PROCEDURES, AS AMENDED, AS ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES AS EXHIBIT "A"; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 3.14 of the City of Lancaster Home Rule Charter requires the City Council to review and determine its own rules of order and business not later than ninety (90) days following the municipal elections; and

WHEREAS, the City Council has reviewed and discussed the City Council Rules and Procedures at work sessions held on February 18 and March 18, 2013; and

WHEREAS, after discussion and consideration, the City Council has determined that certain revisions to the Rules and Procedures are appropriate;

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

Section 1. That the City Council Rules and Procedures, as amended, attached hereto and incorporated herein by reference as Exhibit "A", having been reviewed by the City Council of the City of Lancaster, Texas, and found to be acceptable and in the best interest of the City and its citizens, be, and the same is hereby, in all things approved and adopted.

Section 2. That any prior resolutions of the City of Lancaster, Texas, in conflict with the provisions of this resolution, except as noted herein, be, and the same are hereby, repealed and revoked.

Section 3. That this resolution shall take effect immediately from and after its adoption and it is accordingly so resolved.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 25th day of March 2013.

APPROVED:

Marcus E. Knight, Mayor

ATTEST:

Dolle K. Downe, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

City of Lancaster

City Council

Rules and Procedures



As Amended
~~*July 9, 2012*~~
March 25, 2013

Last CC Review: June 22, 2012
Amended: March 25, 2013

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STATEMENT OF MISSION

The City Council shall faithfully discharge all duties imposed upon it by the City Charter and the Constitution and laws of the State of Texas, independently and impartially deciding all matters brought before it with responsibility to the citizens and each other.

COUNCIL DUTIES AND RESPONSIBILITIES

The City Council is the governing body for the City of Lancaster and must bear responsibility for the integrity of governance. This policy intends to ensure effective and efficient governance.

The Council shall govern the City with a commitment to preserving the values and integrity of representative local government and democracy. The following statements will serve as a guide to that commitment:

1. The Council must strive for continual improvement of each member's personal knowledge and ability to serve in an atmosphere conducive to the responsible exchange of ideas.
2. The Council will keep the community informed on municipal affairs; encourage communication between the citizens and Council and strive for constructive relationships with Dallas County, neighboring communities, Lancaster Independent School District and other governmental bodies.
3. The Council will recognize and address the rights and privileges of the social, cultural, and physical characteristics of the community when setting policy.
4. The Council will seek to improve the quality and image of public service.
5. The Council will commit to improving the quality of life for the individual and the community by being dedicated to the faithful stewardship of the public trust.

SECTION I

MAYOR - CITY COUNCIL RELATIONS

A. MAYORAL RESPONSIBILITIES

1. The Mayor shall be the presiding officer at all meetings. The Mayor Pro Tem shall preside in the absence of the Mayor. The Deputy Mayor Pro Tem shall preside in the absence of both the Mayor and Mayor Pro Tem.
2. The Mayor shall have a voice and vote in all matters before the Council.

3. The Mayor is the spokesperson for the Council on all matters unless absent, at which time a designee will assume the role.
4. The Mayor shall preserve order and decorum and is responsible for keeping the meetings orderly by recognizing each Member for discussion, limiting speaking time, encouraging debate among Members, and keeping discussion on the agenda items being considered.
5. Should a conflict arise among Councilmembers, the Mayor serves as mediator and arbiter.

B. COUNCILMEMBER RESPONSIBILITIES

1. Councilmembers shall know and observe the adopted rules and procedures governing their duties and responsibilities.
2. Councilmembers shall be prepared to discuss and act upon the posted agenda.
3. Councilmembers shall take the initiative to be informed about Council actions taken in their absence. When absent the individual Councilmember is responsible for obtaining relevant information prior to the Council meeting when said item is to be considered.
4. Councilmembers appointed to serve as liaison to a board, commission, or study group are responsible for keeping all Councilmembers informed of significant board, commission, or study group activities.

C. HOUSE RULES: CODE OF CONDUCT

1. Listen and understand before judging.
2. Focus on the Vision and goals;
no personal attacks or inferences.
3. Look for areas of agreement before differences.
4. Be on time; start on time; turn off all communication devices.
5. Once a decision is made,
support the City decision, but state your reservation.

6. Agree to disagree;
move on to the next issue.
7. Come prepared to discuss issues;
When possible ask questions of staff prior to the meeting so that staff can be prepared.
8. Praise in public;
provide constructive feedback in private.
9. Participate in discussions and focus on the issue;
avoid side conversations. Need to be mindful that sidebar conversations are disruptive.
10. Be courteous, honest and treat others with respect.
11. Communicate in an open, direct manner;
keep others informed.
12. If you have a problem with another member of Council, go to that member directly and not to other council members, the community or staff.
13. Be a positive ambassador for the City.

D. CITY COUNCIL AGENDA PROCESS

1. Agenda Items
 - a. The City Manager shall be responsible for the placement of agenda items.
 - b. Any member of the City Council shall have the unabridged right to place an item on the agenda of a duly convened meeting of the council and nothing contained in the Charter or these Rules and Procedures shall be construed to limit or circumscribe such right.
 - c. A Councilmember may place an item on the agenda by presenting same, ~~in writing or verbally~~, **on the prescribed form**, to the City Manager not later than noon on the Friday one week before the Council meeting. **The City Manager and City Secretary shall acknowledge receipt of the request form and provide a copy to the**

requesting councilmember. The City Manager may discuss with the requesting Councilmember delay of the agenda item one meeting due to time considerations. However, the Councilmember may choose to direct the City Manager to place the agenda item on the upcoming Council meeting without a one meeting delay. Such direction shall be noted in the agenda communication regarding the agenda item.

2. Parliamentary Considerations

- a. Discussion on agenda items will be initiated following introduction by the Mayor, explanatory comments by staff, and a motion and a second for or against the proposal.
- b. The Mayor will encourage all Councilmembers to participate in discussion and debate, ensuring all members the opportunity to speak, limiting each speaker to ensure efficient use of time as appropriate.
- c. Generally accepted Parliamentary Procedure will determine the precedence of motions and the general conduct and composition of meetings except as otherwise provided herein or by State law.

3. Citizens Comments

- a. When Citizens' Comments are listed on the posted agenda, the Mayor may enforce the three (3) minute rule. The Mayor, at his/her discretion, may adjust the length of time per speaker. All speakers shall be accorded the courtesy of the same time allowance. All citizens requesting to speak during Citizens' Comments must fill out a speaker card prior to the call to order of the meeting. *(Approved by motion at City Council meeting June 7, 1999)*
- b. When Public Hearings are listed on the posted agenda, citizens wishing to speak during the Public Hearing will be asked to fill out a speaker card prior to the call to order of the meeting.
- c. Public comment shall not be accepted during a Council work session.

A councilmember may request that the Mayor recognize a person to speak during a work session if the councilmember believes the person has pertinent, factual information that is directly relevant to the Council's discussion. The Mayor, at his/her discretion, may ask the person to speak.

4. Minutes

- a. The City Secretary will keep Action Minutes for all City Council meetings where Council takes official action and description minutes for all citizens' comments and Public Hearings.
- b. The City Secretary shall maintain recordings of City Council meetings in accordance with the City's adopted Records Management Program ordinance and applicable state law.
- c. Any questions regarding minutes shall be directed to the City Secretary prior to the council meeting.

5. Any Councilmember may appeal to the Council as a whole from a ruling by the Mayor. If the appeal is seconded, the person making the appeal may make a brief statement and the Mayor may explain the Mayor's position, but no other Member may speak on the motion. The Mayor will then put the ruling to a vote of the Council.

6. Any Councilmember may ask the Mayor to enforce the rules established by the Council. Should the Mayor fail to do so, a majority vote of the Council present shall require the Mayor to do so.

E. COUNCIL MEMBER TRAINING AND PROFESSIONAL DEVELOPMENT

- 1. Council members are encouraged to attend at least one training event per year, and others as found beneficial to performance of their elective duties, subject to the availability of funds as appropriated in the annual budget for the Mayor and each council district.

2. Council shall appropriate an amount for Mayor and each council district. Travel and training funds appropriated for the Mayor and each council district shall not be available for transfer to another council district or the Mayor.
3. Selection of professional development events are at the discretion of each council member, but are limited to expenditures within the amount appropriated for mayor and each council district. Unexpended funds for each elective position are non-transferable and shall be returned to fund balance at the end of each fiscal year.
4. Council members are encouraged to select training events from the following providers:
 - Texas Municipal League
 - North Central Texas Council of Government
5. Additional expenditures from miscellaneous professional development funds, subject to annual appropriation, for the Mayor and/or a council member chosen to represent the council, may be made for special events as the need may arise. Such additional expenditures may be made only after having been placed on the agenda of a regular council meeting and acted upon by motion, second, and favorable majority vote. *(Resolution 46-99)*

SECTION II

COUNCIL - STAFF RELATIONS

The City Manager is the primary link between the Council and the professional staff. The Council's relationship with the staff shall be through the City Manager, subject only to the "inquiry" provision of the City Charter.

- A. **AGENDA QUESTIONS.** Questions arising from Councilmembers after receiving their agenda information packet should be presented to the City

Manager for staff consideration prior to the Council meeting. The additional information will be distributed to all Councilmembers.

B. PRESENTATIONS TO COUNCIL. The City Manager shall designate appropriate staff to address each agenda item and shall see that it is adequately prepared and presented to the Council. Presentation should be professional, timely, and allow for discussion of options for resolving the issue. Staff shall make it clear that no Council action is required, present the staff recommendation, or present the specific options for Council consideration.

C. PROBLEM RESOLUTION. If the City Manager or staff time is being dominated or misdirected by a Councilmember or in any conflict arising between staff and Council, the City Manager shall:

1. Visit with the Councilmember and discuss the problem and/or impact on City Manager or staff time;
2. If unresolved, ask the Mayor to arbitrate a resolution to the issue;
3. If still unresolved, ask the Mayor to present the concerns to the Council.
4. If the unresolved issue is with the Mayor, ask the Mayor Pro Tem to arbitrate a resolution to the issue.
5. If still unresolved issue involves the Mayor, ask the Mayor Pro Tem to present the concerns to the Council.

D. STAFF CONDUCT AND TRAINING

1. The City Manager is responsible for the professional and ethical behavior of the City Staff. All staff members shall show each other, Council, and the public respect and courtesy at all times.
2. The City Manager is responsible, within the constraints of the appropriated budget, for staff development.

E. COUNCIL ORIENTATION. The City Manager will, in a timely manner, provide appropriate orientation services for new Councilmembers. Such services shall include, but not be limited to, the following:

1. Availability of Texas Municipal League conferences and seminars.
2. An individual meeting with new Members informing them about City facilities and procedures.
3. Printed documents and resource materials necessary to the performance of the office of Councilmember.

F. COUNCIL - MANAGER/STAFF RELATIONS

1. The rules and procedures governing Council right of inquiry shall apply only to the administrative staff reporting directly to the City Manager and shall not be in any way construed to limit the right of Council to direct access, verbal or written, with the City Manager, City Secretary, and City Attorney, unless otherwise specifically provided herein.
2. Inquiries: All administrative inquiries of staff may be made in writing and addressed to the person with a copy to the City Manager. Staff may respond in writing as soon as possible, but not later than five (5) business days, via the City Manager, as follows:
 - a. The full response to the inquiry.
 - b. Refer the inquiry to a more appropriate staff personnel with notice to the City Manager of the referral.
 - c. City Manager shall send a copy of all responses to all members of the Council.

3. Dispute Resolution
 - a. Visit with the Mayor and/or Councilmembers, and discuss abuse and/or impact on City Manager or staff time.
 - b. If unresolved, ask the Mayor to mediate a resolution to the issue; if the dispute is with the Mayor, the Mayor Pro-Tem shall mediate;
 - c. If still unresolved, the Council shall mediate a final resolution. (*Resolution 43-98, October 12, 1998*)
4. Communications with Staff
 - a. In order to make the most efficient use of council members and staff time and to facilitate responsiveness to both staff and constituents, Council members may, upon request and funding availability, be issued a cellular telephone and tablet with service plans.
5. Disclosure of Police or Code Offense Reports and Related Records
 - a. To protect the integrity of an investigation and prosecution of an offense, no Information regarding police or code enforcement matters, other than what may be made to the public or media generally, will be released verbally or in written form to any council member.
 - b. A Council member request for open records may be made through the City Secretary's office for personal subject matters.
A council member may not use an Open Records Request to circumvent a copy of requested city documents being shared with other council members.

SECTION III

MEDIA RELATIONS

It is through an informed public that progress is ensured and good government remains sensitive to its constituents. These guidelines are designed to help ensure fair relationships with print, radio, and television reports without infringing upon the First Amendment rights of the media.

The Council and the City Manager recognize the important link to the public provided by the media. It is the Council's desire to strengthen this link by establishing a professional working relationship to maintain a well-informed citizenry.

- A. Media Orientation. Since each government body conducts business differently, it is requested that all reporters new to City Council meetings meet with the City Manager, Mayor or the designated media relations representative prior to covering their first meeting for information on policies and procedures.
- B. Agenda Information. All reporters requesting same will receive an agenda package in advance and will be furnished support material needed for clarification for themselves or the general public.
- C. Chamber Seating. During the conduct of official business, the news media shall occupy the places designated for them or the general public.
- D. Conduct in Chambers. Representatives of the media are requested to refrain from conversing privately with others in the audience while Council is in session. Interviews with the public should be conducted outside the Council Chambers while Council is in session.
- E. Spokesperson for Staff. On administrative matters, the City Manager or his/her designee is the spokesperson to present staff information on the agenda.
- F. Spokesperson for City. The Mayor, or the Mayor's designee, is the primary spokesperson for the official position of the City on matters regarding policy decisions and Council information pertaining to issues on the agenda. Any clarifications requested by the media on the issues should be addressed after the meeting.

- G. Equal Access for Opposing Positions. The ethical burden for fair presentation of opposing positions on any issue falls upon the media. When opposing positions have been debated, regardless of the outcome, the public is better informed when all sides have adequate coverage by the media. Interviews by the media should provide equitable representation from all Councilmembers.

SECTION IV

BOARDS/COMMISSIONS

All City Councilmembers, with the exception of the Mayor, will serve as Council liaisons to all the boards and commissions of the City for a period of one year.

- A. Councilmembers will select different boards and/or commissions to serve as liaisons after or around the completion of the boards and commissions appointments in July.
- B. Each Councilmember will be allowed to select the board or commission they would like to serve as liaisons to by order of seniority.
- C. Councilmembers are strongly encouraged, rather than required, to attend all meetings of their selected boards and/or commissions.
- D. Each Councilmember may submit a quarterly report to the entire council through the City Secretary on their respective board and/or commission's activity.

This Section was added after Res. No. 50-97 was adopted October 13, 1997. Item D was added after Res. 2007-09-105 was adopted on September 24, 2007.

CODE OF ETHICS

Since the office of elected official is one of trust and service to the citizens of Lancaster, certain ethical principles shall govern the conduct of Councilmembers, who shall:

- A. Be dedicated to the highest ideals of honor and integrity in all public and personal relationships;
- B. Recognize that the primary function of local government is to serve the best interests of all the people;
- C. Be dedicated to public service by being cooperative and constructive, and by making the best and most efficient use of available resources;
- D. Refrain from any activity or action that may hinder one's ability to be objective and impartial on any matter coming before the Council;
- E. Not seek nor accept gifts or special favors and shall believe that personal gain by use of confidential information or by misuse of public funds or time is dishonest;
- F. Recognize that public and political policy decisions are ultimately the responsibility of the City Council;
- G. Conduct business in open, well-publicized meetings in order to be directly accountable to the citizens of Lancaster in compliance with the City Charter and Texas Open Meetings Act;
- H. Avoid inappropriate reference to personalities, and refrain from impugning the integrity or motives of another;
- I. Demonstrate respect and courtesy to others;
- J. Refrain from rude and derogatory remarks and shall not belittle staff members, other Councilmembers and members of the public;
- K. Not condone any unethical or illegal activity.

CENSURE POLICY

1. Two or more City Councilmembers may file a written notice of censure against another City Councilmember with the City Secretary. The written notice shall set forth the allegation(s) of conduct and City Charter provisions which the accused Councilmember shall have allegedly violated. A copy shall be delivered to all Councilmembers. A written response to the allegation(s) may be filed by the accused Councilmember ten (10) days after receipt thereof. A copy of the notice of censure and response thereto shall be delivered to each Councilmember within two (2) days after the response is filed.
2. On the first regularly called meeting of the Council, which complies with the Texas Open Meetings Act, after the filing of the notice and response, the City Secretary shall formally read the notice and response into the public record. The Council, by majority vote, shall thereafter determine whether or not good cause shall exist to set a formal hearing on the merits of the notice of censure or dismiss the allegation(s). A public hearing shall be set on the allegation(s) by the City Council. A vote to hold a public hearing shall not be construed to be a vote of censure.
3. The accused City Councilmember has the right to be represented by legal counsel and present witnesses relative to the allegation(s).
4. A public hearing on the allegation(s) and response shall be held at either a regular or special called meeting of the City Council, which shall be open to the public.

CENSURE POLICY

(continued)

5. The City Council will hear evidence concerning the notice of censure. The City Councilmembers proffering the charges shall present evidence in support of the allegation(s) contained in the notice of censure. The Councilmember who is the subject of the censure shall have the opportunity to present evidence to support his or her position with respect to the notice of censure. After receiving evidence at an open public meeting, the City Council shall then take a roll-call vote, after motion duly made and seconded, a majority of five members of the City Council shall be required to sustain the censure of the Councilmember.



**COUNCILMEMBER REQUEST TO SCHEDULE ITEM
FOR CITY COUNCIL DISCUSSION/ACTION**

Note: Pursuant to Section D. 1.b. of the City Council Rules and Procedures, any member of the City Council shall have the unabridged right to place an item on the agenda of a duly convened meeting of the council and nothing contained in the Charter or the City Council Rules and Procedures shall be construed to limit or circumscribe such right.

All requests must be presented on this form, signed by the requesting councilmember and acknowledged by the City Manager and the City Secretary not later than noon on the Friday one week before the council meeting. As prescribed by Section D. 1.c., the City Manager may discuss with the requesting councilmember delay of the agenda item one meeting due to time consideration. However, the requesting councilmember may choose to direct the City Manager to place the agenda item on the upcoming council meeting without a one meeting delay. Such direction shall be noted in the agenda communication regarding the agenda item.

Proposed Wording/Description for Council Agenda Discussion/Consideration:

Submitted by: _____
Councilmember Signature _____ Print Name _____

Date: _____

Exceptions: Some matters dealing with current or pending litigation and matters dealing with personnel (city employees) under the direction of the City Manager.

FOR CMO USE ONLY:
Date/Time Received: _____
Acknowledgement by City Manager: _____
Acknowledgement by City Secretary: _____
Agenda Date: _____