



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

April 13, 2015 - 7:00 PM

CALL TO ORDER

INVOCATION: Ministerial Alliance

PLEDGE OF ALLEGIANCE: Councilmember Marco Mejia

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 23, 2015 and Special Meeting held April 6, 2015.
- C2. Consider a resolution approving the terms and conditions of the City owned T-Hangar non-commercial lease from building 660 at the Lancaster Regional Airport.
- C3. Consider a resolution approving the terms and conditions of the City owned T-Hangar non-commercial lease from building 690 at the Lancaster Regional Airport.
- C4. Consider a resolution approving the terms and conditions of the In-house Repair Center Agreement with Scott Health & Safety.
- C5. Consider a resolution authorizing Dallas County to resell 405 Francis Street, 2715 Henry Road, and 2430 Verona Road, tax foreclosed properties, by public or private sale, to the highest qualified purchaser, as provided by Section 34.05 of the Texas Property Tax Code.
- C6. Consider an ordinance amending the code of ordinance by amending chapter 6, "Building Regulations", article 6.04 "technical and construction codes", Division 7, "property maintenance code", section 6.04.302 "exceptions and amendments", and by amending chapter 14, "offenses and additional provisions", article 14.10 "abandoned or junked vehicles", division 1, "generally", section 14.10.001, "definitions", to amend the definition of junked vehicle in order to be consistent with state law.

EXECUTIVE SESSION:

7. City Council shall convene into closed executive session pursuant to:
- (a) Section § 551.074 of the TEXAS GOVERNMENT CODE to discuss the duties of the City Manager regarding council communications and confidential information.
 - (b) Section § 551.072 of the TEXAS GOVERNMENT CODE to deliberate the purchase and/or acquisition of real property for road improvement in the north portion of the City of Lancaster.
 - (c) Section § 551.071 of the TEXAS GOVERNMENT CODE to consult with the City Attorney and seek legal advice concerning Lancaster Municipal Utility District 1 and pending legislation before the Texas Legislature.
8. Reconvene into open session. Consider and take appropriate action(s), if any, on closed/executive session matters.

ADJOURNMENT

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

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

Certificate

I hereby certify the above Notice of Meeting was posted at the Lancaster City Hall on April 10, 2015 @ 11:50 a.m. and copies thereof were provided to the Mayor, Mayor Pro-Tempore, Deputy Mayor Pro-Tempore and Council members.



Sorangel O. Arenas
City Secretary

LANCASTER CITY COUNCIL

Agenda Communication

April 13, 2015

Item C1

Consider approval of minutes from the City Council Regular Meeting held March 23, 2015 and Special Meeting held April 6, 2015.

Background

Attached for your review and consideration are minutes from the:

- City Council Regular Meeting held March 23, 2015
- City Council Special Meeting held April 6, 2015

Submitted by:

Sorangel O. Arenas, City Secretary

MINUTES

LANCASTER CITY COUNCIL MEETING OF March 23, 2015

The City Council of the City of Lancaster, Texas, met in Regular session in the Council Chambers of City Hall on March 23, 2015 at 7:19 p.m. with a quorum present to-wit:

Councilmembers Present:

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

City Staff Present:

Opal Mauldin-Robertson, City Manager
Rona Stringfellow, Assistant City Manager
Henry Campbell III, Municipal Court Judge
Dori Lee, Human Resources Director
Jim Brewer, Public Works Director
Thomas Griffith, Fire Chief
Cheryl Wilson, Police Chief
Brad Boulton, Assistant Police Chief
Mark Divita, Airport Manager
Cynthia Pearson, Finance Director
Sean Johnson, Managing Director of Quality of Life & Cultural Services
Alton Dixon, Purchasing Agent
Jermaine Sapp, Fleet Superintendent
Ed Brady, Director of Economic Development
Angie Arenas, City Secretary

Call to Order:

Mayor Knight called the meeting to order at 7:19 p.m. on March 23, 2015.

Invocation:

Pastor Brown gave the invocation.

Pledge of Allegiance:

Councilmember Stanley Jaglowski led the pledge of allegiance.

Citizens Comments:

Mayor Knight presented a proclamation acknowledging the Lancaster I.S.D. Boys Basketball team and their UIL Class 5A State Championship.

Terry Freedman, 2831 St. Martin Drive, Lancaster, TX 75146, stated that she is the coordinator of Lancaster's Community Emergency Response Team and with the season of severe weather upon us thought it was a good opportunity to meet with City Council and citizens to explain what CERT does and how they aid the community in the event of a disaster.

Tim Skidmore, 220 Southwood Drive, Lancaster, TX 75146, shared information on training given by Lancaster's Community Emergency Response Team.

Carolyn Morris, 887 Wintergreen, Lancaster, TX 75134, shared that she is delighted to see the city moving in the right direction in regards to the Comprehensive Annual Financial Report.

Consent Agenda:

City Secretary Arenas read the consent agenda.

- C1. Consider approval of minutes from the City Council Regular Meeting held February 26, 2015.**
- C2. Consider a resolution approving the terms and conditions of the City owned T-Hangar non-commercial lease from building 670 at the Lancaster Regional Airport.**
- C3. Consider a resolution approving the terms and conditions of the City owned T-Hangar non-commercial lease from building 670 at the Lancaster Regional Airport.**
- C4. Consider a resolution approving the terms and conditions of the City owned T-Hangar non-commercial lease from building 690 at the Lancaster Regional Airport.**
- C5. Consider a resolution authorizing the purchase of (3) mowers from Professional Turf Products through an Interlocal Agreement with BuyBoard in an amount not to exceed \$64,958.00.**
- C6. Consider a resolution approving the terms and conditions of an Interlocal Agreement by and between the City of Allen, Texas, and the City of Lancaster for the cooperative purchase of goods and services.**
- C7. Consider a resolution approving and accepting the bylaws of the Lancaster State Auxiliary Museum Advisory Board.**

MOTION: Councilmember Morris made a motion, seconded by Councilmember Jaglowski, to approve consent items C1–C7. The vote was cast 7 for, 0 against.

- 8. Discuss and consider a resolution accepting the Comprehensive Annual Financial Report (CAFR) for the fiscal year ended September 30, 2014.**

MOTION: Councilmember Morris made a motion, seconded by Councilmember Mejia, to take action on this item at a Special Meeting on April 6, 2015. The vote was cast 7 for, 0 against.

Executive Session:

9. The City Council shall convene into closed executive session pursuant to Section § 551.074 (a)(1) of the TEXAS GOVERNMENT CODE to deliberate:

(a) The evaluation and duties of a public officer or employee, to-wit: the City Secretary; and,

(b) The duties of a public officer; to wit: Municipal Court Judge.

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

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

The meeting was adjourned at 8:25 p.m.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

MINUTES

LANCASTER CITY COUNCIL MEETING OF APRIL 6, 2015

The City Council of the City of Lancaster, Texas, met in Special session in the Council Chambers of City Hall on April 6, 2015 at 7:57 p.m. with a quorum present to-wit:

Councilmembers Present:

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

City Staff Present:

Opal Mauldin-Robertson, City Manager
Rona Stringfellow, Assistant City Manager
Fabrice Kabona, Assistant to the City Manager
Dori Lee, Human Resources Director
Cheryl Wilson, Police Chief
Cynthia Pearson, Finance Director
Baron Sauls, Assistant Finance Director
Sean Johnson, Managing Director of Quality of Life & Cultural Services
Michael Grace, Development Services Director
Alton Dixon, Purchasing Agent
Angie Arenas, City Secretary

Call to Order:

Mayor Knight called the meeting to order at 7:57 p.m. on April 6, 2015.

Consent Agenda:

C1. Discuss and consider a resolution accepting the Comprehensive Annual Financial Report (CAFR) for the fiscal year ended September 30, 2014.

MOTION: Councilmember Morris made a motion, seconded by Councilmember Jaglowski, to approve consent items C1. The vote was cast 7 for, 0 against.

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

The meeting was adjourned at 7:59 p.m.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

LANCASTER CITY COUNCIL

Agenda Communication

April 13, 2015

Item C2

Consider a resolution approving the terms and conditions of the City owned T-Hangar non-commercial lease from building 660 at the Lancaster Regional Airport.

This request supports the City Council 2014-2015 Policy Agenda.

Goal: Sound Infrastructure

Background

The City owns and leases five rows of T-hangars (buildings 660-700) of three different sizes based off aircraft wingspan. There are 92 units that the City rents for aircraft storage with end cap commercial spaces on the east end of each hangar row. The City T-hangars are near full occupancy most of the time. This agenda item brings forward a non-commercial lease agreement for T-hanger 660-110 (1,624 sqft) for a tenant, Mr. Don Gay.

Considerations

- **Operational** - The City T-hangar non-commercial lease is used for private aircraft owners.
- **Legal** - The lease agreement was reviewed and approved as to form by the City Attorney.
- **Financial** - Lease rates vary based on size of the hangar. All rates were approved in the City's Master Fee Schedule. The monthly rate for this large size T-hangar is \$305.00 per month.
- **Public Information** – This item is being considered at a meeting of the City Council noticed in accordance with the Texas Open Meeting Act.

Options/Alternatives

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

Recommendation

Staff recommends approval of the resolution.

Attachments

- Resolution
 - Exhibit “A” Lease Agreement
-

Submitted by:

Mark Divita, Airport Manager

RESOLUTION NO. 2015-0X-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE CITY OWNED T-HANGAR NON-COMMERCIAL LEASE FROM BUILDING 660 AT LANCASTER REGIONAL AIRPORT; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID LEASE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 13th day of April 2015.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



LANCASTER ReGIONAL AIRPORT

Agreement for Lease of T-Hangar for Storage of Aircraft

Non-Commercial Tenants

This CONTRACT and AGREEMENT OF LEASE, made this **13th** day of **April**, 2015, between the City of Lancaster, Texas, a municipal corporation, ("LESSOR") and **Don Gay**, (LESSEE"), evidences the following:

I.

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

1. **Premises:** Hangar Row and Suite **660-110**, located at the Airport, and consisting of approximately **1624** square feet ("Leased Premises").
2. **Uses:** The leased premises shall be used and occupied only for the storing of aircraft owned, leased, and/or legally operated by LESSEE and related equipment. The leased premises shall be used and occupied only for the personal, business, and/or private use of the LESSEE. LESSEE shall provide LESSOR with a copy of the FAA Certificate of Aircraft Registration for the aircraft to be stored under this agreement. If the registration is not in the name of LESSEE, a copy of a valid lease or other documentation showing a possessory interest in the aircraft shall be provided. LESSEE shall not store non-aviation items such as house hold goods in leased premises. LESSEE shall not use the leased premises for any on going business or commercial operations warehousing goods or services for sale to third parties.
3. **Term:** The term of this lease will be from month to month, beginning the **13th** day of **April** 2015. Either party may cancel and terminate this agreement by serving thirty (30) days written notice of its election to do so.
4. **Rent:** LESSEE shall pay LESSOR as rent **\$305.00** per month, due and payable in advance on the first day of each month.
 - a. All rental payments shall be delivered to LESSOR at the following address:

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

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

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

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

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

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

II.

STANDARD TERMS AND PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

8. **Indemnity and Hold Harmless:** LESSEE agrees to indemnify, defend, and hold LESSOR, its officers, agents, employees, or invitees harmless from and against all claims, demands, causes of actions, suits or judgments (including costs and expenses incurred in connection therewith) for injuries to persons or for loss or damage to property arising out of or in connection with the negligent or intentional act or omission of LESSEE, its officers, agents, employees, or invitees related to or association with the use and occupancy of the Leased Premises and airport facilities including, but not limited to, claims or damage related to or associated with the storage or maintenance of LESSEE's aircraft upon Airport, or from injury or damage caused to any person's property by reason of the operations of said aircraft. LESSEE further covenants and agrees that LESSEE shall not hold LESSOR or any of its officers, agents, or employees responsible for any loss to LESSEE'S aircraft, automobile, personal property, parts, or supplies that may be located or stored in, on, or about the Leased Premises, where such loss is caused by Natural Disaster fire, rain, windstorm, hail.

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

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

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

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

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

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

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

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

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

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

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

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

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

12. **Surrender of Premises:** Upon termination of this lease by either party, or by reason of default or otherwise, LESSEE shall remove itself, aircraft, and all other personal property, debris and equipment stored by LESSEE in and upon the premises. LESSEE shall, at its own expense, repair any damage cause by LESSEE'S use. LESSEE shall, upon termination of this lease, surrender the premises to LESSOR in the same condition as received, ordinary wear and tear excepted. LESSOR will charge a reasonable fee for cleaning and/or disposal of any items left behind upon the premises.

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

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

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

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

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

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

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

LESSEE: Don Gay
PO Box 1994.
Terrell, TX 75160
214-289-4460
FrontierRodeo8x@gmail.com

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

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

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

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

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

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

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

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

CITY OF LANCASTER, LESSOR

LESSEE:

By: _____
Opal Mauldin-Robertson,
City Manager

ATTEST:

Sorangel O. Arenas, City Secretary

LANCASTER CITY COUNCIL

Agenda Communication

April 13, 2015

Item C3

Consider a resolution approving the terms and conditions of the City owned T-Hangar non-commercial lease from building 690 at the Lancaster Regional Airport.

This request supports the City Council 2014-2015 Policy Agenda.

Goal: Sound Infrastructure

Background

The City owns and leases five rows of T-hangars (buildings 660-700) of three different sizes based off aircraft wingspan. There are 92 units that the City rents for aircraft storage with end cap commercial spaces on the east end of each hangar row. The City T-hangars are near full occupancy most of the time. This agenda item brings forward a non-commercial lease agreement for T-hanger 690-116 (956 sqft) for a tenant, Mr. William Signs.

Considerations

- **Operational** - The City T-hangar non-commercial lease is used for private aircraft owners.
- **Legal** - The lease agreement was reviewed and approved as to form by the City Attorney.
- **Financial** - Lease rates vary based on size of the hangar. All rates were approved in the City's Master Fee Schedule. The monthly rate for this medium size T-hangar is \$205.00 per month.
- **Public Information** – This item is being considered at a meeting of the City Council noticed in accordance with the Texas Open Meeting Act.

Options/Alternatives

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

Recommendation

Staff recommends approval of the resolution.

Attachments

- Resolution
 - Exhibit “A” Lease Agreement
-

Submitted by:
Mark Divita, Airport Manager

RESOLUTION NO. 2015-0X-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE CITY OWNED T-HANGAR NON-COMMERCIAL LEASE FROM BUILDING 690 AT LANCASTER REGIONAL AIRPORT; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID LEASE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 13th day of April 2015.

ATTEST:

APPROVED:

Sorangel Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



LANCASTER ReGIONAL AIRPORT

Agreement for Lease of T-Hangar for Storage of Aircraft

Non-Commercial Tenants

This CONTRACT and AGREEMENT OF LEASE, made this **13th** day of **April**, 2015, between the City of Lancaster, Texas, a municipal corporation, ("LESSOR") and **William Signs**, (LESSEE"), evidences the following:

I.

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

1. **Premises:** Hangar Row and Suite **690-116**, located at the Airport, and consisting of approximately **956** square feet ("Leased Premises").
2. **Uses:** The leased premises shall be used and occupied only for the storing of aircraft owned, leased, and/or legally operated by LESSEE and related equipment. The leased premises shall be used and occupied only for the personal, business, and/or private use of the LESSEE. LESSEE shall provide LESSOR with a copy of the FAA Certificate of Aircraft Registration for the aircraft to be stored under this agreement. If the registration is not in the name of LESSEE, a copy of a valid lease or other documentation showing a possessory interest in the aircraft shall be provided. LESSEE shall not store non-aviation items such as house hold goods in leased premises. LESSEE shall not use the leased premises for any on going business or commercial operations warehousing goods or services for sale to third parties.
3. **Term:** The term of this lease will be from month to month, beginning the **13th** day of **April** 2015. Either party may cancel and terminate this agreement by serving thirty (30) days written notice of its election to do so.
4. **Rent:** LESSEE shall pay LESSOR as rent **\$190.00** per month, due and payable in advance on the first day of each month.

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

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

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

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

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

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

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

II.

STANDARD TERMS AND PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

8. **Indemnity and Hold Harmless:** LESSEE agrees to indemnify, defend, and hold LESSOR, its officers, agents, employees, or invitees harmless from and against all claims, demands, causes of actions, suits or judgments (including costs and expenses incurred in connection therewith) for injuries to persons or for loss or damage to property arising out of or in connection with the negligent or intentional act or omission of LESSEE, its officers, agents, employees, or invitees related to or association with the use and occupancy of the Leased Premises and airport facilities including, but not limited to, claims or damage related to or associated with the storage or maintenance of LESSEE's aircraft upon Airport, or from injury or damage caused to any person's property by reason of the operations of said aircraft. LESSEE further covenants and agrees that LESSEE shall not hold LESSOR or any of its officers, agents, or employees responsible for any loss to LESSEE'S aircraft, automobile, personal property, parts, or supplies that may be located or stored in, on, or about the Leased Premises, where such loss is caused by Natural Disaster fire, rain, windstorm, hail.

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

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

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

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

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

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

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

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

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

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

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

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

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

12. **Surrender of Premises:** Upon termination of this lease by either party, or by reason of default or otherwise, LESSEE shall remove itself, aircraft, and all other personal property, debris and equipment stored by LESSEE in and upon the premises. LESSEE shall, at its own expense, repair any damage cause by LESSEE'S use. LESSEE shall, upon termination of this lease, surrender the premises to LESSOR in the same condition as received, ordinary wear and tear excepted. LESSOR will charge a reasonable fee for cleaning and/or disposal of any items left behind upon the premises.

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

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

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

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

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

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

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

LESSEE: William Signs
3607 Garden Brook Dr.
Dallas, TX 75234
972-929-2037
Bs1dallas@yahoo.com

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

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

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

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

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

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

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

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

CITY OF LANCASTER, LESSOR

LESSEE:

By: _____
Opal Mauldin-Robertson,
City Manager

ATTEST:

Sorangel O. Arenas, City Secretary

LANCASTER CITY COUNCIL

Agenda Communication

April 13, 2015

Item C4

Consider a resolution of the City of Lancaster, Texas, approving the terms and conditions of the In-house Repair Center Agreement with Scott Health & Safety.

This request supports the City Council 2014-2015 Policy Agenda.

Goal: Healthy, Safe & Vibrant Community

Background

The Lancaster Fire Department has been working with Fire Departments from the Cities of Desoto, Duncanville, Cedar Hill, Glenn Heights, Midlothian, Ovilla, Red Oak, Ferris, Wilmer, Hutchins, Ennis, and Waxahachie in a cooperative group known as EDUCT. One of the group's missions is to pool resources to save money on items that can be shared. The group plans on sharing the cost of a SCBA maintenance trailer donated by the Ennis Fire Department. This trailer would have all of the necessary equipment for each department to perform its own maintenance on their SCBA. This shared unit would greatly reduce the cost of any maintenance that an outside vender would provide, which we currently use. The maintenance would be done all "in-house". This agreement needs to be passed by each city to participate as a certified repair center. This agreement allows Lancaster Fire Department personnel to function out of the unit as a certified technician in a certified repair center.

Considerations

- **Operational** – Improves our maintenance and turnaround time on broken or damaged SCBA. Provides for more frequent and cost-effective preventive maintenance.
- **Legal** – This agreement establishes the Lancaster Fire Department as a Scott Health & Safety Repair Center. Article 7.7 and 7.10 are intentionally omitted. The agreement has been approved as presented by the other EDUCT participants. The resolution and agreement have been approved as to form by the City Attorney.
- **Financial** – No initial cost to the City of Lancaster. Replacement cost would be incurred if we use items/supplies from the unit during a repair. We would simply replace the items used.
- **Public Information** – The item is being considered at a meeting of the City Council noticed in accordance with the Texas Open Meetings Act.

Options/Alternatives

1. City Council may approve Resolution as outlined.
2. City Council may reject and direct staff as appropriate.

Recommendation

Staff recommends approving the Resolution.

Attachments

- Resolution
 - Agreement
-

Submitted by:

Thomas Griffith, Fire Chief

RESOLUTION NO.

**A RESOLUTION OF THE CITY OF LANCASTER, TEXAS,
APPROVING THE TERMS AND CONDITIONS OF THE IN-HOUSE
REPAIR CENTER AGREEMENT WITH SCOTT HEALTH &
SAFETY; PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Lancaster desires to enter into an in-house repair center agreement by and between the City of Lancaster and Scott Health & Safety; and

WHEREAS, the City of Lancaster and Scott Health & Safety join to allow the City of Lancaster' in-house repair center (IRC) to perform certified overhaul level inspection, repair and service to Scott Products owned by the IRC;

NOW, THEREFORE, BE IT REMEMBERED THAT on this the 13th day of April, 2015, at a duly convened meeting of the City Council of the City of Lancaster, Texas, a quorum being present, the Council issued the following order:

SECTION 1. That the in-house repair center agreement, which is attached hereto and incorporated as exhibit "A", by and between the City of Lancaster and Scott Health & Safety is hereby approved; and the City Manager is hereby authorized to execute the same on behalf of the city.

SECTION 2. That should any word, phrase, paragraph, or section of this resolution be held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this resolution as a whole, or any part or provision thereof other than the part so decided to be unconstitutional, illegal or invalid, and shall not affect the validity of the resolution as a whole.

SECTION 3. This resolution shall take effect immediately upon passage.

DULY ORDERED by the City Council of the City of Lancaster, Texas on this the 13th day of April 2015.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

**SCOTT HEALTH & SAFETY
A SCOTT TECHNOLOGIES COMPANY**

IN-HOUSE REPAIR CENTER AGREEMENT

This In-House Repair Center Agreement (“**Agreement**”) is made this ____ day of _____, _____, by and between Scott Health & Safety, a division of Scott Technologies, Inc., a Delaware corporation, located at PO Box 569, Monroe, NC 28112 (“**Scott**”), and _____ located at _____, _____ (the “**IRC**”).

WITNESSETH

WHEREAS, Scott has developed and manufactures a series of health and safety products, accessories, and replacement parts (collectively, the “**Scott Products**”); and

WHEREAS, the IRC has purchased and owns certain of the Scott Products; and

WHEREAS, the IRC, as an independent entity, desires to perform certified overhaul level inspection, repair, and service to such Scott Products owned by the IRC; and

WHEREAS, Scott desires to appoint the IRC as an authorized center for inspection repair and service of such Scott Products owned by the IRC, subject to all of the conditions of this Agreement, and the IRC desires to serve in such capacity.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the IRC and Scott agree as follows:

**ARTICLE I
APPOINTMENT OF THE IRC**

1.0 Appointment

Subject to the following terms and conditions, Scott hereby grants the IRC the right to inspect, repair, and service the Scott Products set forth in Exhibit A attached hereto that are owned by the IRC. Exhibit A, which is incorporated by reference, may be amended from time to time by Scott at Scott’s sole discretion; and any such amendment shall be deemed to have been included on Exhibit A as if originally set forth here.

1.1 Authorized Service

The IRC acknowledges that it may not operate as an in-house repair center or authorized service center for any other entity owning or using Scott Products.

1.2 Sub-Contracted Services

IRC shall not appoint or otherwise purport to authorize anyone else to act as an in-house repair center, representative or agent of Scott to perform certified overhaul level inspection, repair or service to Scott Products without the express written consent of Scott. The IRC hereby

acknowledges the extreme health and safety risks potentially posed to users who do not receive proper service for the Scott Products from an authorized in-house repair center or authorized Scott service center.

1.3 Service Center Locations

IRC agrees to inspect, repair, and service the Scott Products from the location identified above as the IRC's address or from any service center location existing as of the date of this Agreement. The IRC agrees to provide prior written notice to Scott of any change in location(s) or address.

ARTICLE II IRC DUTIES

2.0 IRC Compliance with Applicable Procedures and Regulations

The IRC agrees to inspect, repair, service and provide training of its end users in the proper use of Scott Products in a safe, timely and professional manner; to use only Scott-authorized parts purchased from authorized Scott Distributors ("Scott Parts"), Scott-authorized test equipment and Scott-authorized tools in performing such certified overhaul level inspection, repair and service; to perform all such certified overhaul level inspection, repair and service in accordance with established current and future revisions to all applicable governmental regulations and to all Scott procedures set forth in the In-House Repair Center Handbook, product manuals, instructions, guides and service bulletins.

2.1 Scott or Equivalent Training Programs

During the term of this Agreement, with respect to Scott Authorized Service Center Technician training and certification, the IRC agrees as follows:

- A.) The IRC will employ at a minimum one technician holding a current Scott Overhaul Level Certificate as described in the In-House Repair Center Handbook.
- B.) At its own expense, the IRC will cause each technician holding a Scott Overhaul Level Certificate to receive on an ongoing basis such training from Scott in inspecting, repairing and/or servicing Scott Products as necessary to retain certification.
- C.) The IRC agrees that only those technicians having a current Scott Overhaul Level Certificate ("**Scott Certified Technicians**") shall be authorized to perform overhaul level inspection, repair and service of the Scott Products listed in Exhibit A. A Scott Certified Technician can only retain his/her Scott Overhaul Level Certificate in conjunction with an authorized IRC. If the Scott Certified Technician is no longer employed by the IRC, his/her Scott Overhaul Level Certificate will automatically expire.

2.2 IRC's Maintenance of Testing Equipment

During the term of this Agreement, and as a prerequisite to any inspection, repair and service of Scott Products, the IRC agrees to purchase and maintain Scott required testing equipment as follows:

- A.) In order to maintain the quality and the National Institute for Occupational Safety and Health ("**NIOSH**") certifications of the Scott Products, being inspected, repaired

or serviced, the IRC will purchase from Scott such test stands or other testing equipment manufactured by Scott and/or designated by Scott required for the certified overhaul level inspection, repair, and service of Scott Products in accordance with Scott procedures. Scott manufactured test equipment or other testing equipment designated by Scott is to be maintained in good working order and calibrated following the maintenance schedule as outlined in the In-House Repair Center Handbook, or as directed by Scott. Scott manufactured test stands are to be calibrated solely for Scott Products and may be used only by Scott Certified Technicians and may not be used for testing any other device other than Scott Products.

- B.) In order to maintain the quality and the NIOSH certifications of the Scott Products being inspected, repaired or serviced, the IRC will purchase such commercially available test equipment specified by Scott as required for the overhaul level inspection, repair, and service of Scott Products in accordance with Scott recommended procedures. Such test equipment must be maintained in good working condition following the test equipment manufacturers' recommendations. The IRC agrees to adhere to the recommendations of the test equipment manufacturer.
- C.) If applicable, the IRC will be required to utilize software programs licensed to the IRC by Scott or third party software suppliers for the inspection, repair and service of Scott Products. The IRC shall not share, distribute or sublicense its licensed software with or to any other person or entity.

2.3 IRC Warranty Claims

The IRC agrees that with respect to potential warranty claims on Scott Products purchased by the IRC, the IRC technicians will provide corrective action in accordance with the Warranty Procedure as described in the In-House Repair Center Handbook. The IRC agrees that the total reimbursement of any warranty claim submitted to Scott by the IRC is limited to parts replacement only. The IRC agrees to Scott's determination as final concerning the validity of all warranty claims and the total amount of reimbursement due the IRC as sole compensation for warranty service. The IRC acknowledges that it has paid no fee to Scott in connection with this Agreement.

2.4 Adequate Records

The IRC agrees to keep accurate and detailed records of all inspection, repair and service of Scott Products as per the procedure described in the In-House Repair Center Handbook. All inspection, repair and service records should be kept for a minimum of three (3) years from the date the transaction, inspection, repair, and/or service occurred.

2.5 Compliance with Certain Procedures

The IRC agrees that if at any time the IRC receives from Scott a notification of certain procedures that the IRC is to follow concerning the recall or other safety or product improvement campaign or program, the IRC shall comply with it. If for any reason the IRC fails or refuses to comply with the procedures specified in such notification, the IRC assumes liability for non-compliance. The IRC acknowledges the necessity of complying with recall and other safety or product improvement notices to insure the protection of the user and to comply with governmental laws, orders, rules, and regulations.

ARTICLE III

SCOTT'S DUTIES

3.0 Product and Service Information

Scott agrees to furnish the IRC from time to time with such quantities of manuals, instructions, guides, service bulletins, and other materials pertaining to the inspection, repair and service of Scott Products.

ARTICLE IV

THE PARTIES' RELATIONSHIP

4.0 The IRC is an Independent Contractor

The IRC is and will hold itself out to be an independent contractor and not an agent, partner, employee, or franchisee of Scott. As such, the IRC shall not have any right or authority to make any representation or warranty on behalf of Scott, nor to assume or create any obligation or responsibility on behalf of or in the name of Scott, nor to act for or bind Scott, nor is the IRC a legal representative of Scott, unless otherwise expressly authorized by Scott in writing.

ARTICLE V

INTELLECTUAL PROPERTY AND CONFIDENTIALITY

5.0 No Intellectual Property Rights Granted

Nothing in this Agreement shall be construed as conferring upon the IRC any right or interest in any Scott trademark or name or registration thereof, or in any Scott designs, copyrights, patents, trade secrets, trade names, signs, emblems, insignia, symbols and slogans, other marks, or any Scott intellectual property used in connection with Scott's Products.

5.1 Confidentiality

All business information and materials containing proprietary information of Scott disclosed to the IRC by Scott or its representative, agent, or employee or otherwise learned by the IRC are and shall be treated by the IRC as confidential during the term of this Agreement and at all times thereafter, except as otherwise required by freedom of information statutes applicable to the IRC.

If an open records request is submitted to the IRC requesting business information and materials containing proprietary information of Scott that is in the possession of the IRC, IRC will provide Scott reasonable notice of the request. Scott shall determine, in its sole discretion, what steps, if any are necessary under the Texas Open Records Act to protect Scott's proprietary or other rights to the documents. If Company takes no action with respect to the open records request, or if the Texas Attorney General rules pursuant to a written determination that the documents are subject to disclosure despite Scott's request for exemption from disclosure, the IRC shall release such information without being in violation of the provisions under this Article.

ARTICLE VI

TERMINATION

6.0 Term of Agreement

This Agreement shall become effective as of the date hereof and shall continue in full force and effect unless terminated in the manner provided herein.

6.1 Termination Rights

A.) Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other party.

B.) It is agreed that this Agreement will automatically terminate without notice upon the occurrence of any of the following; (i) an assignment by the IRC for the benefit of creditors; (ii) the institution of voluntary or involuntary proceedings against the IRC in bankruptcy, or under any other insolvency or similar law; (iii) the dissolution of the IRC; or (iv) the failure of the IRC to comply with any of the terms, provisions, obligations, representations or warranties.

6.2 Waiver of Damages

The termination of this Agreement by either party, however brought about, shall not entitle either party to any termination or severance compensation or to any payment for any good will established by either party during the term of this Agreement or render either party liable for damages as a result of the loss of prospective profits or any expenditure, investment or obligation incurred or made by either party.

6.3 Return of Test Equipment

Upon termination or expiration of this Agreement, Scott reserves the right to require the IRC to return all manuals, instructions, guides, service bulletins, and other similar materials furnished by Scott and all Scott manufactured test equipment (Scott Test Stands) F.O.B. Scott's plant or other destination specified by Scott, when this request is made in writing to the IRC. The IRC will be credited in the amount equal to the IRC's cost at the time of purchase of the Scott manufactured test equipment, less any repair costs for the Scott manufactured test equipment so as to render the equipment properly operational.

6.4 Continuing Obligations

Termination of this Agreement shall not effect the IRC's obligations under Article V hereinabove, and such obligations shall remain in full force and effect. The IRC agrees that it will not harm or attempt to harm the reputation of Scott or its products.

ARTICLE VII

GENERAL

7.0 No Waiver

The failure of Scott to enforce at any time any provision of this Agreement, or to exercise any option which is herein provided, or to require or fail to require at any time performance by the IRC of any provision hereof, shall in no way affect the validity or act as a waiver of this Agreement, or any part hereof, or the right of Scott thereafter to enforce it.

7.1 Notice

Any notice or other communication required by this Agreement will be deemed to have been duly given if deposited in the U.S. mail, postage prepaid, and addressed to the party entitled to receive it at the address set forth above.

7.2 Governing Law

The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said Court.

7.3 Severability

If any term or provision of this Agreement shall to any extent be determined to be void, invalid, or unenforceable, or should violate any law of the United States, this Agreement shall be considered divisible as to such provisions, both the enforceability or validity of the remainder of the Agreement shall not be effected.

7.4 Entire Agreement

This Agreement constitutes the entire agreement between the IRC and Scott with respect to the subject matter of this Agreement. The IRC and Scott agree that any and all prior and contemporaneous communications, either written or oral, and all previous and contemporaneous agreements, if any, between the parties with respect to the subject matter hereof are automatically canceled by the signing of this Agreement. The IRC acknowledges and agrees that it is not relying upon any statement, representation, or communication of any kind not contained in this Agreement. No change, amendment, or modification of this Agreement shall be effective unless made in writing and signed by both parties.

7.5 Assignability

This Agreement cannot be directly or indirectly assigned, sold, transferred or encumbered by the IRC, in whole or in part, without authorization in writing from Scott. Scott may assign this Agreement to any affiliate of Scott, any successor to its business or purchaser of substantially all of its assets.

7.6 Captions

The captions contained herein shall not be deemed to be part of this Agreement but are merely for the convenience of the parties.

7.8 Insurance

The IRC shall obtain and maintain adequate comprehensive general liability insurance coverage and shall provide Scott with evidence of such insurance upon execution of this Agreement, annually thereafter, and upon any material change in coverage.

7.9 Third Party Beneficiaries

Scott and the IRC agree that this Agreement is solely for their benefit and those existing or future allowable successors and assigns specified in Section 7.5 of this Agreement and it does not, nor is intended to, create any rights in favor of, or obligations owing to, any other related or unrelated parties, if any, or anyone else.

7.10

7.11 Counterparts

This Agreement may be executed in on or more counterparts, all of which together constitute one Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

SCOTT HEALTH & SAFETY
A Division of Scott Technologies, Inc.

By: _____

Greg Gatlin

Title: Director, Sales & Marketing

IN-HOUSE REPAIR CENTER

By: _____

Title: _____

Exhibit A

Scott Products
(Check All That Apply)

- ☐ **Air-Pak® 2.2/3.0/4.5 SCBA**
- ☐ **Air-Pak *Fifty*™ SCBA**
- ☐ **NxG² SCBA**
- ☐ **Air-Pak II/IIA SCBA**

LANCASTER CITY COUNCIL

Agenda Communication

April 13, 2015

Item C5

Consider a resolution authorizing Dallas County to resell 405 Francis Street, 2715 Henry Road, and 2430 Verona Road, tax foreclosed properties, by public or private sale, to the highest qualified purchaser, as provided by Section 34.05 of the Texas Property Tax Code.

This request supports the City Council 2014-2015 Policy Agenda.

Goal: Financially Sound City Government

Background

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

- 405 Francis Street
- 2715 Henry Road
- 2430 Verona Road

Dallas County is preparing for the resell of the properties, as tax foreclosed properties, which are now in the ownership of the taxing authorities. Pursuant to Section 34.05(a) of the Tax Code, Dallas County is requesting the City of Lancaster's consent to sell said properties to the highest qualified purchaser, by either public or private sale.

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

Considerations

- **Operational** - As trustee for the City of Lancaster, Dallas County will coordinate the public or private sale of the tax foreclosed properties.
- **Legal** – Dallas County handles all legal matters associated with the public or private sale process. The resolution authorizing the resell has been reviewed and approved as to form by the City Attorney.

▪ **Financial** – The judgment at the time of strike off was as follows:

- 405 Francis Street; \$7,501.37
- 2715 Henry Road; \$17,200.74
- 2430 Verona Road; \$35,180.00

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

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

Options/Alternatives

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

Recommendation

Staff recommends approval of the resolution as presented.

Attachments

- Resolution
- Tax Foreclosed Property Map

Submitted by:

Fabrice Kabona, Assistant to the City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, AUTHORIZING DALLAS COUNTY TO RESELL TAX FORECLOSED PROPERTIES BY PUBLIC OR PRIVATE SALE, TO THE HIGHEST QUALIFIED PURCHASER, AS PROVIDED BY SECTION 34.05 OF THE TEXAS PROPERTY TAX CODE, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, this matter was briefed to the Lancaster City Council ("City Council") on April 13, 2015 wherein the City Council agreed to use this form of Resolution to provide the County of Dallas consent to sell specific properties to the highest qualified purchaser by public or private sale; and

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

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

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

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

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

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

to the sale for that amount.

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

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 13th day of April 2015.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

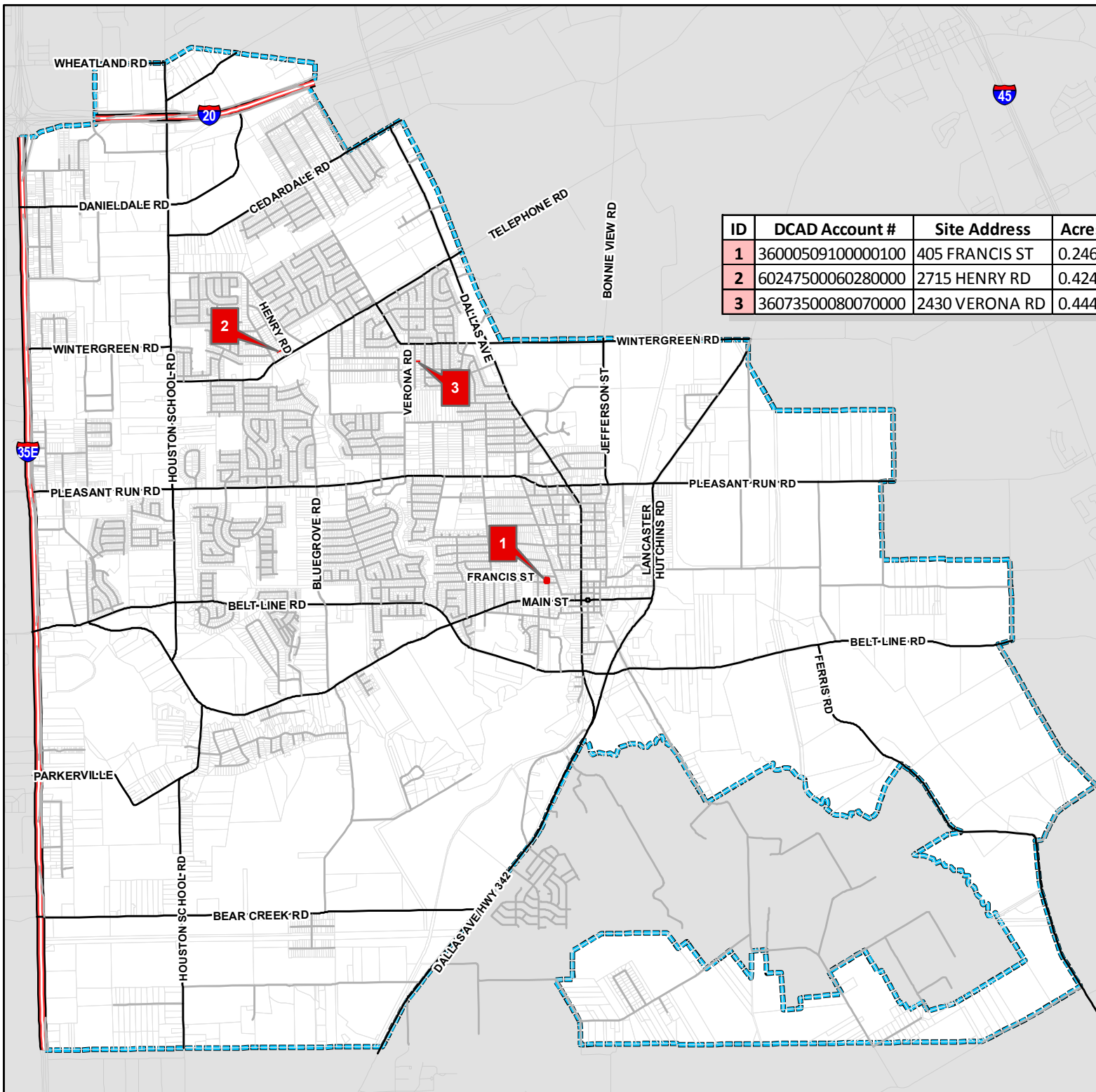
Marcus E. Knight, Mayor

APPROVED AS TO FORM:

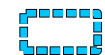
Robert E. Hager, City Attorney

City of Lancaster Tax Foreclosed Property Map April 13, 2015

ID	DCAD Account #	Site Address	Acres	Total Value	In Floodplain	Zoning
1	36000509100000100	405 FRANCIS ST	0.2462	\$ 14,630.00	No	SF-5
2	60247500060280000	2715 HENRY RD	0.4249	\$ 20,000.00	No	SF-5
3	36073500080070000	2430 VERONA RD	0.4443	\$ 35,180.00	No	SF-5



Legend



City Limits



Foreclosed Property



Lancaster

0 0.375 0.75 1.5

45

LANCASTER CITY COUNCIL

Agenda Communication

April 13, 2015

Item C6

Consider an ordinance amending the code of ordinance by amending chapter 6, “Building Regulations”, article 6.04 “technical and construction codes”, Division 7, “property maintenance code”, section 6.04.302 “exceptions and amendments”, and by amending chapter 14, “offenses and additional provisions”, article 14.10 “abandoned or junked vehicles”, division 1, “generally”, section 14.10.001, “definitions”, to amend the definition of junked vehicle in order to be consistent with state law.

This request supports the City Council 2014-2015 Policy Agenda.

Goal: Healthy, Safe & Vibrant Neighborhoods

Background

March 1, 2015, the definition of junked vehicle under the Transportation Code was amended to reflect the elimination of the use of inspection stickers throughout the state. This item is being presented to amend the definition of junked vehicle in order to be consistent with state law.

Considerations

- **Operational** - Junked vehicle. Any vehicle that is self-propelled and is:
 - A. Wrecked, dismantled or partially dismantled, or discarded; or
 - B. Inoperable and has remained inoperable for more than:
 - i. 72 consecutive hours, if the vehicle is on public property;
or
 - ii. 30 consecutive days, if the vehicle is on private property.
- **Legal** - The attached ordinance has been prepared by the City Attorney.
- **Financial** - There are no financial requirements.
- **Public Information** – This item is being considered at a meeting of the City Council noticed in accordance with the Texas Open Meetings Act.

Options/Alternatives

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

Recommendation

Staff recommends approval of the ordinance as presented.

Attachments

- Ordinance
 - Ordinance 2013-07-13
-

Submitted by:

Samuel Urbanski, Assistant Chief of Police

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 6, “BUILDING REGULATIONS”, ARTICLE 6.04 “TECHNICAL AND CONSTRUCTION CODES”, DIVISION 7, “PROPERTY MAINTENANCE CODE”, SECTION 6.04.302 “EXCEPTIONS AND AMENDMENTS”, AND BY AMENDING CHAPTER 14, “OFFENSES AND ADDITIONAL PROVISIONS”, ARTICLE 14.10 “ABANDONED OR JUNKED VEHICLES”, DIVISION 1, “GENERALLY”, SECTION 14.10.001, “DEFINITIONS”, TO AMEND THE DEFINITION OF JUNKED VEHICLE IN ORDER TO BE CONSISTENT WITH STATE LAW; PROVIDING A REPEALING CLAUSE, PROVIDING A SEVERABILITY CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Lancaster finds that Section 683.071 of the Transportation Code provides a definition for junked vehicle; and

WHEREAS, as of March 1, 2015, the definition of junked vehicle under the Transportation Code has been amended to reflect the elimination of the use of inspection stickers throughout the state; and

WHEREAS, the City Council for the City of Lancaster finds it will benefit the citizens of the City of Lancaster to amend the City’s Code of Ordinances to maintain consistency with state law, by adopting this provision, as provided for herein.

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

SECTION 1. That the Code of Ordinances of the City of Lancaster, Texas is amended by amending Chapter 6, “Building Regulations”, Article 6.04 Technical and Construction Codes, by amending Division 7, “Property Maintenance Code”, Section 6.04.302 “Exceptions and Amendments” by amending the definition of junked vehicle, to read as follows:

“ARTICLE 6.04 TECHNICAL AND CONSTRUCTION CODES

....

Division 7. Property Maintenance Code

....

Sec. 6.04.302. Exceptions and Amendments.

The property maintenance code adopted in this article shall be subject to the exceptions and amendments to the International Property Maintenance Code, 2012 edition, as follows:

....

****Section 202 Definitions; insert definition for junked vehicle to read as follows;**

Junk vehicle means a vehicle that is self propelled and is

- (A) Wrecked, dismantled or partially dismantled, or discarded; or
- (B) Inoperable and has remained inoperable for more than 72 hours, if the vehicle is on public property; or 30 consecutive days, if the vehicle is on private property.

....”

SECTION 2. That the Code of Ordinances of the City of Lancaster, Texas is amended by amending Chapter 14, “Offenses and Additional Provisions”, Article 14.10, “Abandoned or Junked Vehicles”, Division 1, “Generally”, Section 14.10.001 “Definitions” by amending the definition of junked vehicle, to read as follows:

“ARTICE 14.10 ABANDONED OR JUNKED VEHICLES

Sec. 14.10.001. Definitions.

For purposes of this article, the following definitions shall apply:

....

Junked vehicle. Any vehicle that is self-propelled and is:

- (A) Wrecked, dismantled or partially dismantled, or discarded; or
- (B) Inoperable and has remained inoperable for more than:
 - (i) 72 consecutive hours, if the vehicle is on public property; or
 - (ii) 30 consecutive days, if the vehicle is on private property.”

SECTION 3. That all provisions of the ordinances of the City of Lancaster in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City of Lancaster not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

SECTION 5. That any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Lancaster, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of two hundred dollars (\$200.00) for each offense.

SECTION 6. This Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such cases provide.

DULY PASSED by the City Council of the City of Lancaster, Texas, on the 13th day of April, 2015.

APPROVED:

MARCUS E. KNIGHT, MAYOR

ATTEST:

SORANGEL O. ARENAS, CITY SECRETARY

APPROVED AS TO FORM:

ROBERT E. HAGER, CITY ATTORNEY

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS

ORDINANCE NO. 2013-07-13

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 6, ARTICLE 6.04, DIVISION 7, PROPERTY MAINTENANCE CODE, SECTION 6.04.301 TO PROVIDE FOR THE ADOPTION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE, 2012 EDITION, AND SECTION 6.04.302 TO PROVIDE FOR THE EXCEPTIONS AND AMENDMENTS THERETO; PROVIDING A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00); PROVIDING FOR SEVERABILITY; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. That Chapter 6 of the Lancaster Code of Ordinances be, and the same is, hereby amended by adding Article 6.04, Division 7, Property Maintenance Code, Section 6.04.301 to provide for the adoption of the International Property Maintenance Code, 2012 Edition, and Section 6.04.302 to provide for the exceptions and amendments thereto, which shall read as follows:

“ARTICLE 6.04 TECHNICAL AND CONSTRUCTION CODES AND STANDARDS

....

Division 7. Property Maintenance Code

Sec. 6.04.301. Adoption

A certain document, a copy of which is on file in the office of the city secretary of the city, being marked and designated as the International Property Maintenance Code, 2012 Edition, including appendix, as published by the International Code Council, be and is hereby adopted as the property maintenance code of the city. Each and all of the regulations, provisions, penalties, conditions and terms of said Property Maintenance Code on file in the office of the city are hereby referred to, adopted, and made a part hereof, as if fully set out in this article, with the additions, insertions, deletions and changes, if any, prescribed in Section 6.04.302 of this Article.

Sec. 6.04.302. Exceptions and Amendments

The Property Maintenance Code adopted in this article shall be subject to the exceptions and amendments to the International Property Maintenance Code, 2012 Edition, as follows:

****Section 201.3 Terms defined in other codes.** Delete reference to ICC Electrical Code and replace with reference to Adopted Electrical Code.

****Section 202 Definitions,** Insert definition for Junked Vehicle to read as follows;

Junk Vehicle means a vehicle that is self propelled and does not have lawfully attached to it;

- (A) an unexpired license plate; and
- (B) a valid motor vehicle inspection certificate; and is
- (A) wrecked, dismantled or partially dismantled, or discarded; or
- (B) inoperable and has remained inoperable for more than 72 hours, if the vehicle is on public property; or 30 consecutive days, if the vehicle is on private property.

****Section 107.1 Notice to person responsible,** Delete entire section and change to read as follows:

Section 107.1, Notice to person responsible,

Whenever the code official determines that there has been a violation of this code or has grounds to believe that a violation has occurred, notice shall be given in the manner prescribed in Section 107.2 and 107.3 herein to the person responsible for the violation as specified in this code. In the notice herein provided for the City shall have the right to inform the property owner or agent having charge that if he or she commits another violation of the same kind or nature any time within one year from original notice, the City may institute the appropriate proceedings at law or to correct or abate such violation without further notice at the owner's expense and assess the expense against the property. Exception to this section, weeds in excess of 48 inches in height that are a danger to the health, life or safety of any person, may be immediately abated without notice. Notice shall be not later than the tenth day after the City causes the work to be done under this section, the City shall give notice to the property owner in the manner required by this section.

****Section 111.2, Board of Appeal, Delete section in its entirety and replace with new Section, Board of Appeal as follows:**

Board of Appeals

- (a) Any reason directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal to the Property Standards and Appeals Board, hereinafter referred to as the "Board", provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served. An

application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted there under have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

(b) Membership, rules and procedures of the Board shall be those as determined by the governing body and State law unless otherwise so stated herein.

(1) The Board shall consist of five (5) members and (1) alternate member who are qualified by experience, common knowledge, and/or training to pass upon matters of construction and this code. Members shall be residents of the City and shall be appointed by the City Council for a term of two years. Alternates appointed shall serve a one year term. Vacancies shall be filled by appointment for unexpired terms. Any member may be removed from the Board by the City Council at will.

(2) Postponed hearing. When a quorum of the Board is not present to hear an appeal, the hearing will be postponed. A majority of the members (3) shall constitute a quorum of the Board. The act of a majority of the members which a quorum is in attendance shall constitute the act of the Board unless the act of a greater number is required by law.

(3) Chairman. The board shall annually select one of its members to serve as chairman.

(4) Disqualification of member. A member shall not hear an appeal in which that member has a personal, professional or financial interest.

(c) Notice of meeting. The boards shall meet upon notice from the code official within 20 days of the filing of an appeal, or at stated periodic meetings. Notice of any meeting shall be given to the public in accordance with the requirements of the Texas Open Meetings Act. All meetings shall be conducted in accordance with the Texas Open Meetings Act.

(d) Open hearing. All hearings before the board shall be open to the public. The appellant, the appellant's representative, the code official and any person whose interests are affected shall be given an opportunity to be heard.

(e) Board decision. The board shall, only by a concurring vote of a majority of those present either modify the order of the official by granting an extension of time to make all repairs and improvements necessary to meet code requirements, enforce the recommendation of the official, or reverse the decision of the code official,

(1) Records and copies. The decision of the board shall be recorded. Copies shall be furnished to the appellant and to the code official upon request.

(2) Administration. The code official shall take immediate action in accordance with the decision of the board.

(f) Court review. Any person, whether or not a previous party of the appeal, shall have the right to apply to the appropriate court for a writ of certiorari to correct errors of law. Application for review shall be made in the manner and within 30 days following the decision of the Board.

Stays of enforcement. Appeals of notice and orders (other than Imminent Danger notices) shall stay the enforcement of the notice and order until the appeal is heard by the board.

****Section 302.3 Sidewalks and driveways.** Add the additional sentence to the section as follows;

Repairs and maintenance shall be the responsibility of the property owner to maintain free from obstructions, trip hazards or dilapidated conditions from the edge of street or alley pavement.

****Section 302.4 Weeds,** Amend the first sentence to read as follows; All premises and exterior property shall be maintained free from weeds or plant growth in excess of twelve (12) inches in height.

****Section 302.4.1 Trees, Scrubs, Vegetation,** Add new section 302.4.1 to read as follows;

It shall be unlawful for any person, firm, or corporation owning, claiming, occupying or having supervision or control of any real property, occupied or unoccupied, within the corporate city limits to permit bushes, trees, shrubs, vegetation or plant substances(s) or any part(s) thereof, whether living or not, that has its roots on said real property, to hang, overhang, grow into or grow over any street, alleyway within the City, if said growth is overhanging below fourteen (14) feet from a point on a vertical line with the starting point on a horizontal plane of the street or alleyway and no plant or tree growth be allowed within twelve (12) inches of the edge of any street or alleyway. Sidewalks shall have a clearance of eight (8) feet from a point on a vertical line with a starting point at the horizontal plane of the sidewalk. When such growth exists it shall be deemed a nuisance and a danger to public safety. It shall be the duty of the person named as owner of the property to abate the nuisance so that the overhang is not below the set minimum(s) clearances as stated above.

****Section 302.8 Motor Vehicles,** amend to read as follows:

302.8 Motor Vehicles. Except as provided for in other regulations no inoperative, unlicensed, or unregistered motor vehicle, or any motor vehicle not bearing current inspection shall be parked, kept or stored on any premises, and no vehicle shall at any time be in a state of disassembly, disrepair, or in the process of being stripped or dismantled. Painting of the vehicles is prohibited unless conducted inside an approved paint spray booth and within the zoning district where spray painting of vehicles is an allowed use.

Exception: A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and approved for such purposes. Work on vehicles at a residence can only be conducted on those vehicles legally registered in the resident's name and no others. Any noise that disturbs the adjacent residential environment would not be allowed to continue.

****Section 302.10 Other exterior property conditions,** Add the following new section 302.10 to read as follows; Unless authorized within a zoning district and under conditions thereof, or within the extraterritorial jurisdiction of the City, it shall be unlawful of any person to allow permit, conduct or maintain objectionable, unsightly or unsanitary conditions, items, situations or

events on any portion of a lot or tract, outside of an enclosed or covered patio or other projecting overhang that includes, but is not limited to:

- 1) Furniture, appliance and other items left outside that were or are not intended for outdoor use that includes broken or damaged lawn furniture, outdoor structure(s), lawn and garden accessories and sculpture.
- 2) Building materials or any item by itself used in construction that is not serving its intended purpose where there is not an active building permit.
- 3) Clothing, papers, broken glass, scrap materials, pipe, barrels, piles or stacks of unused brick or stone, uninstalled fence and or fence materials.
- 4) Brush, trash, wood piles, fallen trees or large parts of trees such as the trunk or main branches, dead trees or other dead vegetation.
- 5) Lawn equipment in whole or in part where such is kept outside and unprotected from the elements.
- 6) Unlicensed and or inoperable trailers.
- 7) Boats not on trailers for longer than 30 days.
- 8) Any condition, situation, event or action as described herein where items are covered by tarpaulin(s) or other such cover including the tarpaulin(s) or other such cover.
- 9) Parts typically associated with trucks, cars, motorcycles, boats, farm equipment, construction equipment or other vehicle that includes but is not limited to body parts, tires, wheels, batteries, upholstered items, engines, drive train components, plows, disks, rakes and other such items.
- 10) A boat on a trailer, car, truck, trailers or other vehicle with axle(s) not currently licensed and or registered.
- 11) Any vehicle elevated up off the ground for a period of more than 72 hours.
- 12) Cargo containers placed on any residential property and cargo containers placed on any commercial property without an active building permit is prohibited.
- 13) Semi Trucks and or trailers or parts thereof on a property or in front of a property used as or zoned for residential use, located on property used or zoned for nonresidential use, other than where permitted within the approved zoning district and subject to items and conditions thereof where such is not conducting business or has not conducted business for more than 24 hours.
- 14) Commercial vehicles, as that term is used and under conditions and or terms established under Ordinance 2004-12-43 parked on a property or in front of a property used as or zoned for residential use or where located anywhere where such vehicle is not conducting work at the time related to the vehicle other than where permitted within the approved zoning district and subject to terms and conditions thereof.

- 15) Construction equipment in whole or in part where the equipment is not being used for its intended purpose on the property where parked or stored unless otherwise allowed within that zoning district subject to terms and conditions thereof.
- 16) Where outdoor storage and or display is allowed, accumulation of trash and or debris and items or material that is not orderly stacked.
- 17) Vehicles may only be parked on those approved surfaces as outlined in Ordinance 2009-06-15 Minimum Parking Standards.
- 18) Signs of all types not included within the approved Sign Ordinance 2009-08-20.
- 19) Any vehicular sign used as a source of advertising for a business within City limits not in compliance with Ordinance 2009-08-20.
- 20) The placing or accumulation of any material or item in any area of a property that does or could provide nesting, harborage or feeding for vermin or pest, or that could negatively affect the environment's ecological system from runoff, areas emitting an odor or odors for longer than 24 hours that a person of reasonable sensibilities may distinguish from ambient odors, seepage of fuels, oils, chemical or organic compounds into the soils and similar such events.
- 21) The accumulation of materials that emit any gases, noxious fumes, or odors to such extent that the same or any of them shall by reason of such offensive odors become a source of endangerment to the health, safety and welfare to immediate surrounding property or to persons living or passing in the vicinity within the city.
- 22) Other situations as determined by the Director of Development Services or their designee.
- 23) Any trailer, boat or recreational vehicle left parked on any public street or right of way not connected to a legally registered motor vehicle will be considered in violation.

****Section 303.2, Enclosures,** Amend the section to read as follows:

Private swimming pools, hot tubs and spas, containing water more than 24 inches in depth shall be completely surrounded by a fence or barrier at least 72 inches in height above the finished ground level measured on the side of the barrier away from the pool. Horizontal members shall not be constructed in such a manner to create a ladder effect. All such door openings directly into such enclosure shall be equipped with self closing and latching devices designed to keep and capable of keeping doors securely closed at all times when not actually in use. It shall be unlawful to maintain a swimming pool, spa or hot tub in the city limits of Lancaster that is not properly fenced.

**** Section 304 Premises Identification,** Amend the section by adding the following sentence:

Section 304.3 Premises Identification. Building shall have approved address numbers placed in a position to be plainly legible and visible from the street or road fronting the property and visible from the rear alley. (remainder of section remains the same) ”

SECTION 2. Any person, firm or corporation violating any of the provisions of this ordinance or the provisions of the Code of Ordinances of the City of Lancaster, Texas, as amended hereby, shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court of the City of Lancaster, Texas, shall be subject to a fine not to exceed the sum of Two Thousand (\$2,000.00) dollars for each offense, and each and every day such offense shall continue shall be deemed to constitute a separate offense.

SECTION 3. That all provisions of the Ordinances of the City of Lancaster, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions of the Ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, or of the Code of Ordinances, as amended hereby, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance or the Code of Ordinances, as amended hereby, which shall remain in full force and effect.

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

DULY PASSED by the City Council of the City of Lancaster, Texas, this the 22nd day
of July, 2013.

APPROVED:



MARCUS E. KNIGHT, MAYOR

ATTEST:



DOLLE K. DOWNE, CITY SECRETARY

APPROVED AS TO FORM:



ROBERT E. HAGER, CITY ATTORNEY
(REH.aga)

LANCASTER CITY COUNCIL

Agenda Communication

April 13, 2015

Item 7

City Council shall convene into closed executive session pursuant to:

- (a) Section § 551.074 of the TEXAS GOVERNMENT CODE to discuss the duties of the City Manager regarding council communications and confidential information.**
- (b) Section § 551.072 of the TEXAS GOVERNMENT CODE to deliberate the purchase and/or acquisition of real property for road improvement in the north portion of the City of Lancaster.**
- (c) Section § 551.071 of the TEXAS GOVERNMENT CODE to consult with the City Attorney and seek legal advice concerning Lancaster Municipal Utility District 1 and pending legislation before the Texas Legislature.**

This request supports the City Council 2014-2015 Policy Agenda.

Goal: Professional and Committed City Workforce

Executive Session matters.

Submitted by:

Sorangel O. Arenas, City Secretary

LANCASTER CITY COUNCIL

Agenda Communication

April 13, 2015

Item 8

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

This request supports the City Council 2014-2015 Policy Agenda.

Goal: Professional and Committed City Workforce

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

Submitted by:

Sorangel O. Arenas, City Secretary