



**NOTICE OF WORK SESSION AGENDA  
LANCASTER CITY COUNCIL  
JAMES R. WILLIAMS PUMP STATION  
TRAINING ROOM, 1999 JEFFERSON, LANCASTER, TEXAS**



**Monday, February 18, 2019 - 7:00 PM**

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**CALL TO ORDER**

1. Receive a presentation from Linebarger Goggan Blair & Sampson, LLP regarding delinquent property tax and Municipal fines & fees collection.
2. Receive and discuss a presentation from iChoosr regarding electricity aggregator opportunities.
3. Receive and discuss a presentation on the Lancaster Independent School District (LISD) land exchange and rights-of-way dedication for roadway construction.
4. Discuss the March 1983 agreement between the Lancaster Lion's Club, Inc. and the City of Lancaster.
5. Discuss the Naming of City Facilities Policy.

**ADJOURNMENT**

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

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

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**PURSUANT TO SECTION 30.06 PENAL CODE (TRESPASS BY HOLDER WITH A CONCEALED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A CONCEALED HANDGUN.**

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

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

**CONFORME A LA SECCION 30.07 DEL CODIGO PENAL (TRASPASAR PORTANDO ARMAS DE**

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

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**Certificate**

**I hereby certify the above Notice of Meeting was posted at the Lancaster City Hall on February 15, 2019 @ 5:00 p.m. and copies thereof were provided to the Mayor, Mayor Pro-Tempore, Deputy Mayor Pro-Tempore and Council members.**



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Sorangel O. Arenas  
City Secretary

## LANCASTER CITY COUNCIL

### City Council Work Session

1.

**Meeting Date:** 02/18/2019

**Policy Statement:** This request supports the City Council 2018-2019 Policy Agenda

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

**Submitted by:** Opal Mauldin-Jones, City Manager

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#### **Agenda Caption:**

Receive a presentation from Linebarger Goggan Blair & Sampson, LLP regarding delinquent property tax and Municipal fines & fees collection.

#### **Background:**

Linebarger Goggan Blair & Sampson, LLP is the law firm responsible for delinquent property tax and Municipal fines & fees collections for the City of Lancaster.

Linebarger will make a presentation regarding their services to the City of Lancaster.

## LANCASTER CITY COUNCIL

### City Council Work Session

2.

**Meeting Date:** 02/18/2019

**Policy Statement:** This request supports the City Council 2018-2019 Policy Agenda

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

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

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#### **Agenda Caption:**

Receive and discuss a presentation from iChoosr regarding electricity aggregator opportunities.

#### **Background:**

iChoosr is an independent organizer of group buying auctions that focus on obtaining an offer on energy (electricity) at a competitive price for consumers. They help groups of individuals get a better offer together on energy than they might get on their own. iChoosr, established in 2008, currently employs over 90 individuals across six countries and has organized over 150 auctions that resulted in a total savings of \$551 million for their participants. Participation in a group purchase program is free and without obligation. Each participant decides after the auction if they want to take advantage of the offer.

City Council will receive a presentation from iChoosr.

#### **Attachments**

Presentation

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# iChoosr

**Independent experts  
in group buying**

'We make saving  
together easy'

# The problem

High  
energy  
prices are  
placing a  
***burden***  
on  
household  
budgets

- Although Texas has been deregulated since 2002, many consumers still haven't made the switch
  - Most consumers are unaware that they **pay too much** for electricity
- OR
- Others ARE aware but do not make a conscious effort to switch
  - People that don't switch regularly are put on significantly higher rates.
  - Statistics show that:
    - **60%** of Texans haven't switched providers in the past 3 years
    - **40%** has never switched in their lives

# What's the issue?



- Deregulation has given consumers choice, but due to lack of awareness, many still haven't made the switch to a **cheaper contract**
  - **ON AVERAGE, PEOPLE SPEND \$350 A YEAR MORE THAN THEY SHOULD.**
- Many providers manufacture complexity to keep consumers confused, resulting in disengaged consumers
- As a result, many consumers don't know who to trust
- The switching process is (**perceived as**) difficult





# So, what's the solution?

- iChoosr acts as an intermediary organization between consumers, community leaders and providers
- We aggregate residents in deregulated cities across Texas to form **group buying power** that we call the Texas Power Switch
- Consumers need help from a **trusted source**; therefore, we work closely with community leaders
- iChoosr stands (in partnership and cooperation with the community leader) on the side of the consumer - using our knowledge, experience and relationship to their benefit
- We offer a **simple energy contract** with fixed rates for one year
- Participation is **easy, free of charge and without obligation**



*“Together  
with the City,  
iChoosr **helps**  
**people** make  
an informed  
decision”*



# How it works

A group purchase in 5 easy steps



1

**REGISTER**



2

**AUCTION**



3

**OFFER**



4

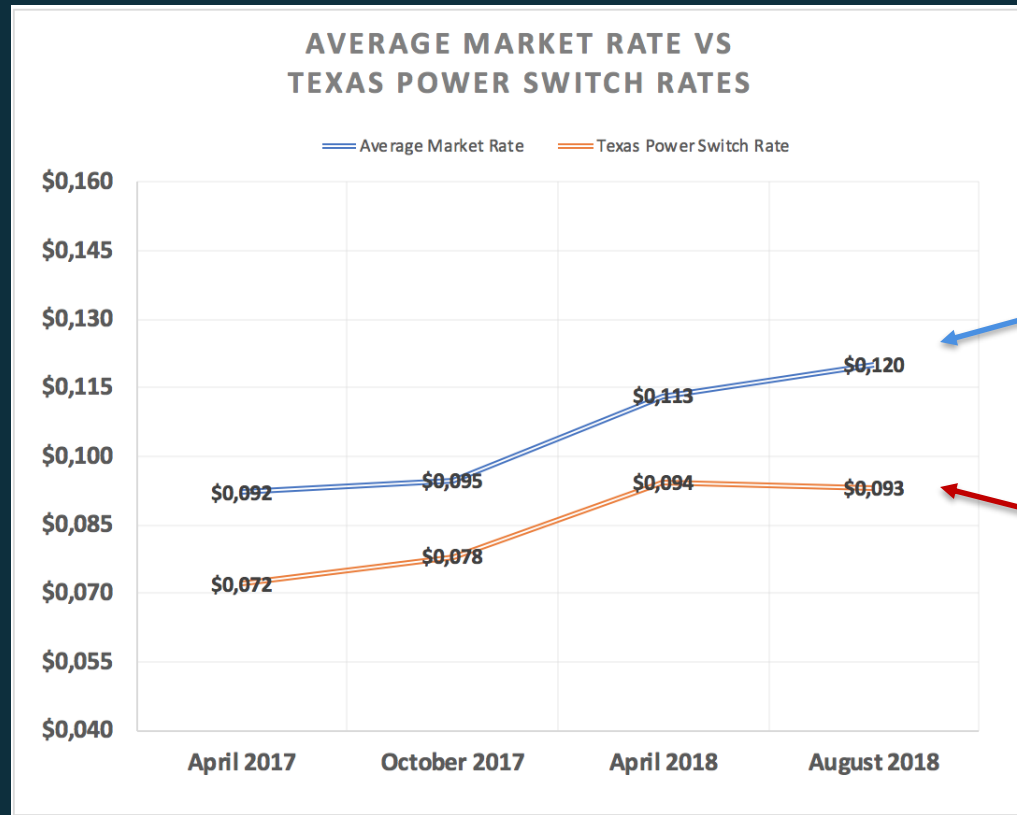
**YOU DECIDE**



5

**WE'LL TAKE  
CARE OF IT!**

# Results Texas Power Switch



Average rate  
for similar plan  
with the Big 6

Winning rate



- Overall **20% lower rates** in 4 programs
- This resulted in an annual saving of approximately **\$350 per year per household**
- Between **30% - 35%** of all registrants accepted their personal offer.

# What does this mean for the City?

88%

of the registrants think organizing this program **contributes to the cities positive image.**

\$

Money saved by residents is **good for local economy** (\$0.5 million after 4 programs)



There is absolutely **no cost and no risk to the city** to participate, nor does the city receive any financial benefit

# WHAT IF?



## **1 ..we won't get a competitive rate?**

*In the last 10 years we always had a better rate compared to the current market average. Providers basically turn their marketing budget - which they don't have to spend on our customers - into a discount on their current rate.*

## **2 ..something goes wrong with the switch?**

*Because switching provider is just an administrative change (no physical changes are necessary) people will always have electric service. If there is an administrative issue, iChoosr will fix this with the supplier until all parties are satisfied.*

## **3 ..the new supplier goes bankrupt?**

*In this unlikely case customers are put on a reserve plan with "Providers of Last Resort" (POLR) so electric service is not interrupted. Designated REP's are TXU, Reliant and CPL. This rate is higher so people should shop for a better rate soon afterwards.*

## **4 ..there is a privacy breach?**

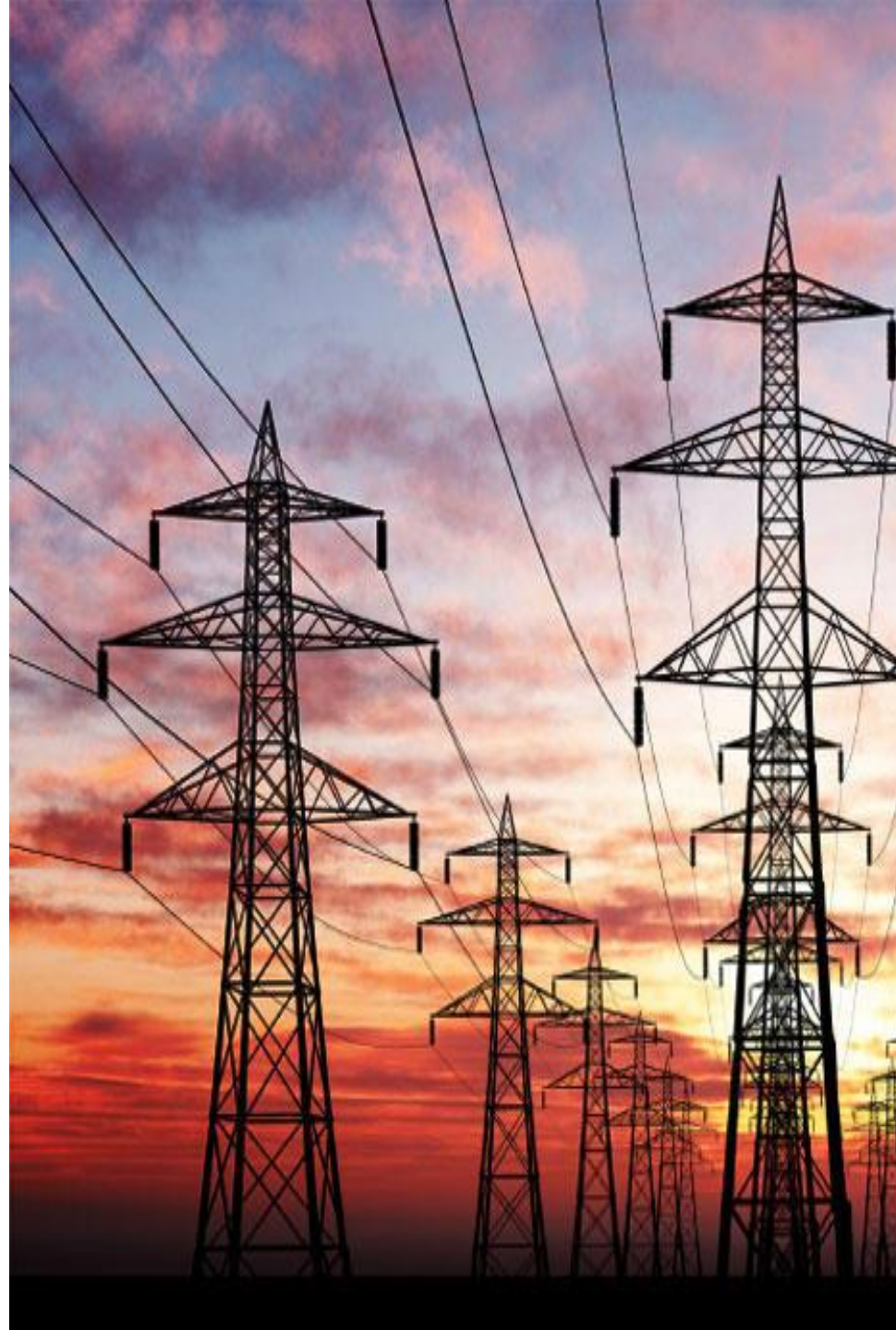
*Since we work with a lot of community leaders who have to uphold their good name we take privacy very serious. We have a fulltime privacy officer and successfully implemented the new and more strict European GDPR rules.*

## **5...what if the city has a partnership with a supplier?**

*They are welcome to join our auction. The point of the program is to bring a lower rate to your residents, not to interfere with anyone's partnership or business. They are more than welcome to be a part of the campaign as it would help them get new clients. If they choose not to...it may be because they can not provide the low rate that we can through the aggregate.*

# Texas Growth

- We started Texas operations in 2017
- We've organized 3 successful campaigns
- With 10 partner cities onboard for the July campaign
- And we have a dedicated Texas team to support you every step of the way



# Texas Growth

TPS-1

1  
City

TPS-2

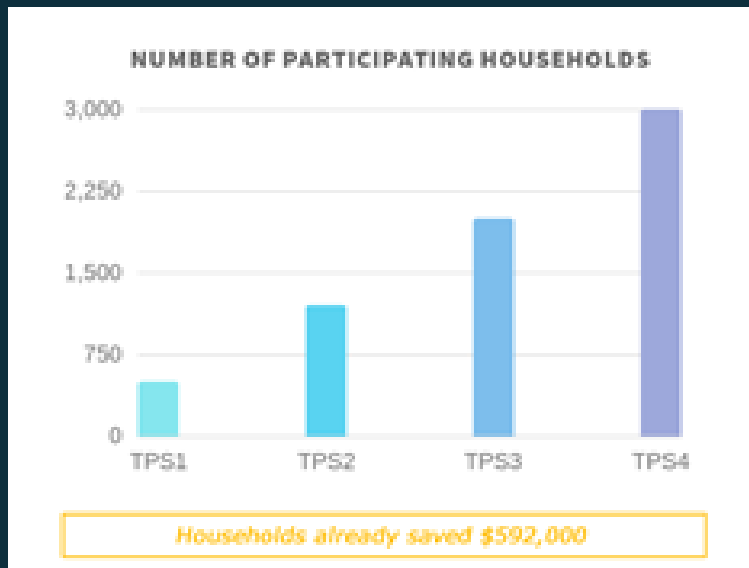
2  
Cities

TPS-3

5  
Cities

TPS-4

10  
Cities



*The Texas Power Switch is growing in number of participating cities as well as in number of registrants.*

# Texas Power Switch 4

## **PARTICIPATING CITIES**

Fate  
Dickinson  
Wilmer  
Seadrift  
Lake Dallas  
Richland Hills  
Webster  
Farmers Branch  
Eagle Pass  
Waco

\*Several in contract negotiations

## **CONTINUED GROWTH**

TPS1 - 1 City  
TPS2 - 2 Cities  
TPS3 - 5 Cities  
TPS4 - 10 Cities

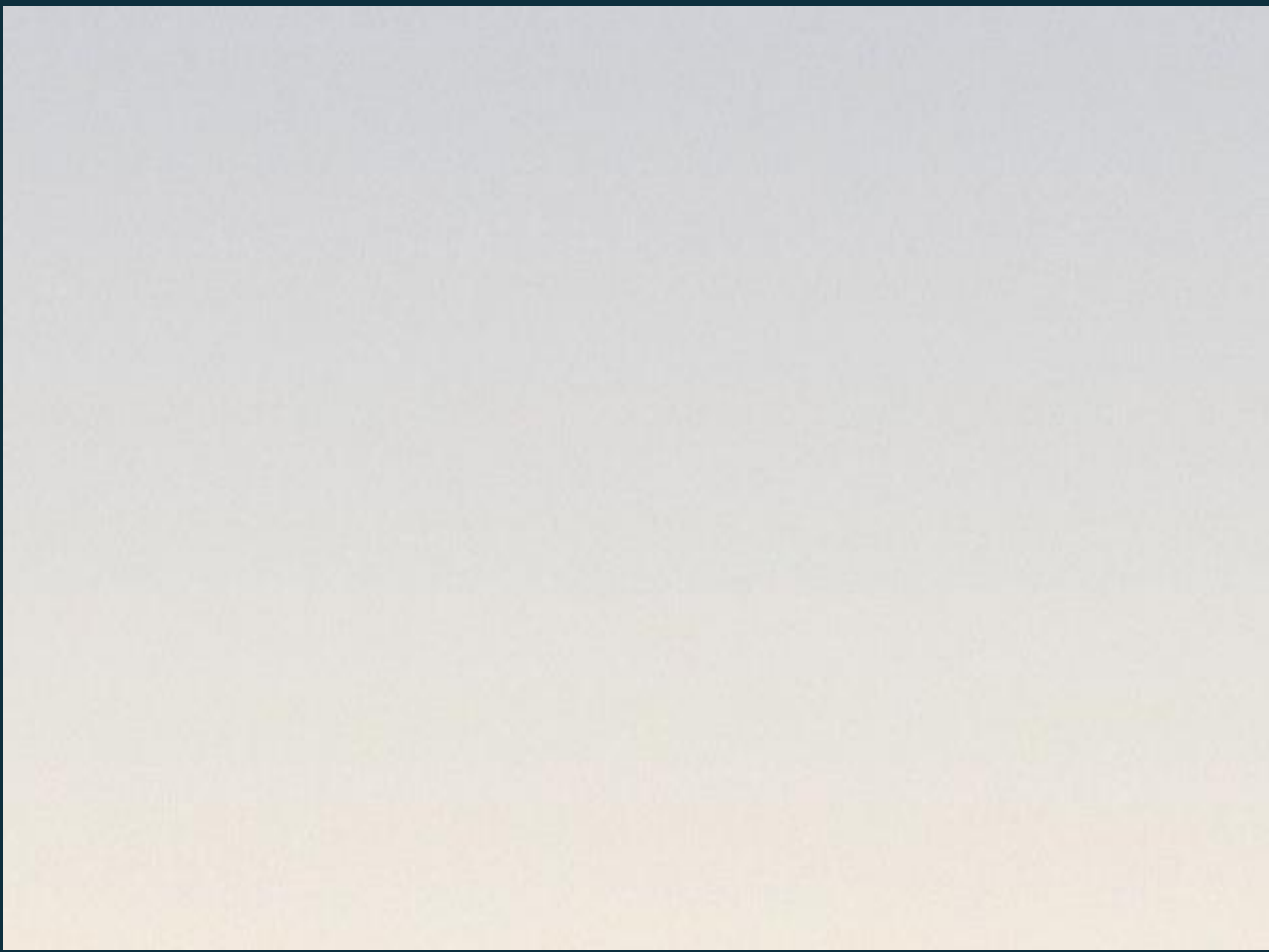






## A BIT ABOUT ICHOOSR

- Founded in 2008
- Active in 6 countries
- 6 M registrations
- Over 500 M in savings
- 80 employees **and growing**





Thank you

# Things to know

- iChoosr brokers a Residential Electrical Aggregate with deregulated cities in Texas.
- Each city has its own individual campaign, but we aggregate the registrants from all the cities together to form “Group Buying Power” and we call it the Texas Power Switch.
- We use this “Group Buying Power” to get an affordable and fair rate for the residents of your town.
- We negotiate a low rate by holding a reverse auction with providers we’ve thoroughly vetted with the PUC. We hold a six round auction in which each of the providers gives us their best rate in each round until the rest fall off and we are left with a winner.
- We then present the registrant with a personalized offer that they can accept or not. There is no obligation.

# Things to know

- We manage the entire process through a platform we designed. The transition is seamless and simple for the residents.
- We handle all aspects of the process including Marketing, Education, Registration, Transition and Customer Service. We have a 24/7 support team located in Houston.
- The City lends us your support by allowing us to use your name/city seal to give the campaign credibility. In addition, we request a point of contact to assist with a few things during the Communications Plan phase - we handle the rest.
- This is a no risk, no obligation offer. At no time are we OR the city pushing a particular provider. Simply put, this is an opportunity for the city to provide their residents an opportunity to save money on their energy bills. Savings that will stay within the local economy.

# Things to know

- Energy can be complex and confusing. Our survey results indicate that on average, 70% of the population has not made a change in the past three years. These individuals are our prime target demographic.
- We have been running campaigns since 2008. We are also working in the UK, Belgium and Japan. To date, we have switched 1.7M residents across those countries.
- We came to Texas last year and just finished our third campaign. We ran our first campaign with the City of Fate which proved to be a huge success with a 34% conversion rate. Our second campaign included Fate and Waco where we had a conversion rate of 32%. In Fate alone we reached out to 3,500 residents over the two campaigns and 1 in 4 registered for the campaign.
- We just finished our third campaign with Fate, Waco, Dickinson, Wilmer and Seadrift and just started our next campaign in July where we have Farmers Branch, Richland Hills, Lake Dallas and Webster joining us.

## LANCASTER CITY COUNCIL

### City Council Work Session

3.

**Meeting Date:** 02/18/2019

**Policy Statement:** This request supports the City Council 2018-2019 Policy Agenda

**Goal(s):** Sound Infrastructure  
Quality Development

**Submitted by:** Opal Mauldin-Jones, City Manager

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#### **Agenda Caption:**

Receive and discuss a presentation on the Lancaster Independent School District (LISD) land exchange and rights-of-way dedication for roadway construction.

#### **Background:**

On April 4, 2004, the School Board agreed to the exchange of 10 acres of land known as the Ray Crawford Agricultural Complex to the City of Lancaster as a component of the 2005 ISD Bond and City land exchange agreement.

Rosa Parks Millbrook Elementary School, located in the Millbrook subdivision, serves as the elementary school for students within a zone that extends to Saddlebrook Estates subdivision on Beltline Road. Following the decision of International Leadership of Texas (ILT) charter school to locate at the intersection of West Pleasant Run Road and Rawlins Drive, traffic to and from the LISD campus increased.

The LISD board held a worksession/meeting on January 17, 2019 to discuss the land exchange in order for the City of Lancaster to proceed with the design.

#### **Operational Considerations:**

The City of Lancaster and LISD are proposing the district dedicate the required rights-of-way (ROW) to construct a roadway connecting the Millbrook subdivision and Saddlebrook Estates subdivision. The construction of this roadway will provide an additional access from the Rosa Parks Millbrook Elementary School to improve traffic flow.

The LISD has agreed to donate the needed ROW for the construction of the new roadway once designed.

As part of this exchange, LISD will also finalize the land exchange of the Agricultural Complex and dedicate the ROW needed for construction of the road.

#### **Legal Considerations:**

Staff will work with the City Attorney to draft an agreement.



**Fiscal Impact:**

The total cost estimate of the roadway design and construction is seven hundred fifty-three thousand three hundred twenty-one dollars and sixty cents (\$753,321.60), and impact fees can be utilized for this project.

**Attachments**

Resolution No. 2004-04-27

Map

Preliminary Cost Estimate

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**RESOLUTION NO. 2004-04-27**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT OF SALE AND EXCHANGE OF PROPERTY BY AND BETWEEN THE CITY AND THE LANCASTER INDEPENDENT SCHOOL DISTRICT, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE AS EXHIBIT "A"; AUTHORIZING THE MAYOR TO EXECUTE ALL APPROPRIATE DOCUMENTS NECESSARY TO CONSUMATE SUCH SALE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lancaster ("City") and the Lancaster Independent School District ("LISD") desire to enter into a real estate sales agreement for the sale and exchange of two (2) separate pieces of land; and

**WHEREAS**, the City and LISD have negotiated such sale and have reached an agreement; and

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

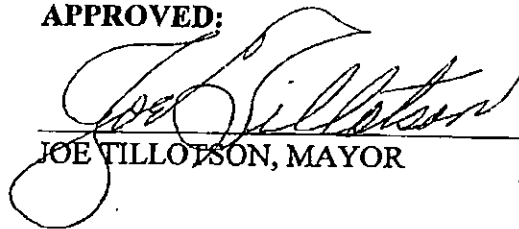
**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS:**

**SECTION 1.** That the City Council of the City of Lancaster, Texas hereby authorizes the Mayor to enter into a real estate sales agreement by and between the City and the LISD, which is attached hereto and incorporated herein as Exhibit "A;" and, that the Mayor is further authorized to execute all appropriate documents necessary to consummate such sale.

**SECTION 2. EFFECTIVE DATE** This resolution shall take effect immediately from and after its passage and the publication of the caption as the law and charter in such cases provide.

**DULY PASSED** and approved by the City Council of the City of Lancaster, Texas, on  
this the 5<sup>th</sup> day of April, 2004.

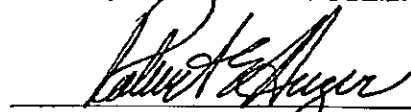
**APPROVED:**

  
JOE TILLOTSON, MAYOR

**ATTEST:**

  
DOLLE K. SHANE, CITY SECRETARY

**APPROVED AS TO FORM:**

  
ROBERT E. HAGER, CITY ATTORNEY  
(REH/cdb 4/5/04)

## **AGREEMENT OF SALE AND EXCHANGE**

THIS AGREEMENT OF SALE AND EXCHANGE ("Agreement") is made by and between the City of Lancaster, Texas ("Seller"), a Municipal Corporation under the laws of the State of Texas, and Lancaster Independent School District ("Purchaser").

### **I.**

#### **Sale and Exchange; Property**

**1.01 Sale and Exchange.** Seller agrees to sell, exchange and convey unto Purchaser, and Purchaser agrees to purchase/exchange and accept from Seller two (2) separate pieces of property, for the consideration and subject to the terms, covenants, conditions and provisions herein set forth, the following:

(a) All of that certain tract of real property located in Dallas County, Texas, and being more particularly described in Exhibit "A," which is attached hereto and incorporated herein for all purposes; and, all of that certain tract of real property located in Dallas County, Texas, and being more particularly described in Exhibit "B," which is attached hereto and incorporated herein for all purposes.

(b) All right, title and interest of Seller, reversionary or otherwise, whether public or private, in and to all easements, tenants, and/or hereditaments in or upon the Properties, and all other rights and appurtenances belonging or in anywise pertaining thereto ("Appurtenances") contained in Exhibits "A" and "B."

The items described in (a) and (b) of this Article I are hereinafter collectively called the "Properties."

### **II.**

#### **Consideration**

**2.01 Purchase Price.** The purchase price and/or exchange to be paid by Purchaser to Seller for the sale, exchange and conveyance shall be as follows:

(a) For the property described in Exhibit "A," the purchase/exchange price shall be nine hundred thousand, one hundred and thirty-six dollars (\$900,136.00). In exchange for the purchase of said property, Purchaser shall construct soccer fields, concessions, and parking with a drive on park property at an approximate cost of nine hundred fifty seven thousand, six hundred and twenty-seven dollars (\$957,627.00), as depicted in Exhibit "A-1," which is attached hereto and incorporated herein by reference for the use of the Seller; and

(b) For the property described in Exhibit "B," the purchase price shall be seven hundred fifty thousand dollars (\$750,000.00). In exchange for the purchase of said property, the Purchaser shall Deed to the City, for the purchase price of ninety-seven thousand dollars (\$97,000.00), land property described as 7+ acres known as the Ames Road property and having a physical address of 3549 and 3551 Ames Road, Lancaster, Texas, and being more

particularly described in Exhibit "B-1," which is attached hereto and incorporated herein by reference. As further consideration, the Purchaser shall Deed to the City, for the purchase price of two hundred thousand dollars (\$200,000.00), land property described as 10± acres located at 2415 Sunny Meadows Road and being more particularly described in Exhibit "B-2," which is attached hereto and incorporated herein by reference. As consideration for the rest and remainder of the balance, being four hundred and fifty-three thousand dollars (\$453,000.00), Purchaser shall permit Seller use of all facilities constructed and/or renovated by Purchaser.

The Purchase Price shall be paid to Seller at the Closing of the transactions contemplated hereby.

### III.

#### Inspection

**3.01 Inspection Period.** During the period ("Inspection Period") ending at 5:00 p.m. Central Standard Time on the date which is the first Business Day after the expiration of forty-five (45) days following the Effective Date, Purchaser, its authorized agents or representatives shall be entitled to enter upon the Properties at all reasonable times during normal business hours to inspect and conduct reasonably necessary tests which are approved in writing by Seller, which approval shall not be unreasonably withheld. Purchaser shall notify Seller in writing of its intention or the intentions of its agents or representatives (collectively, "Purchaser's Contractors") to enter the Properties at least 48 hours prior to such intended entry, and obtain Seller's written consent to any tests to be conducted. Purchaser shall bear the cost of all inspections and tests. At Seller's option, Seller and its representatives may be present for any inspection or test.

**3.02 Document Review.** During the Inspection Period, Seller agrees to allow Purchaser and Purchaser's Contractors to inspect and make copies of all assessments (special or otherwise), ad valorem tax bills, notices or correspondence from governmental entities, environmental reports and inspections, files and related items with respect to the Properties, if any, which are in Seller's possession or under the control of Seller. All documents and other materials delivered to or made available to Purchaser pursuant to this Section and all copies thereof shall hereafter be called "Documents." Notwithstanding anything in this Section to the contrary, Purchaser shall not have the right to inspect or make copies of any appraisals of the Properties in Seller's possession or any documents in Seller's possession involving any prospective purchasers. Purchaser agrees and acknowledges that any and all of the Documents are proprietary and confidential in nature and will be delivered to Purchaser solely to assist Purchaser in determining the feasibility of purchasing the Properties. Purchaser agrees not to disclose the Documents, or any of the provisions, terms or conditions thereof, to any party except in accordance with the further provisions of this Section. Purchaser shall not disclose the Documents or the contents thereof except to the following persons and only after said persons execute agreements to comply with the confidentiality provisions set forth in this Agreement: (a) persons within Purchaser's organization who are assisting Purchaser with its evaluation of the Properties; (b) employed by Purchaser's Contractors to assist Purchaser with its evaluation of the Properties; and (c) persons employed by entities proposing to provide equity or loans in connection with the purchase or ownership of the Properties. Inspection Documents mean Documents and all studies, reports or test results obtained by Purchaser in connection with its

inspection of the Properties. Purchaser shall return all of the Inspection Documents on the first to occur of (i) such time as Purchaser determines that it shall not acquire the Properties, or (ii) such time as this Agreement shall have terminated for any reason.

**3.03 Disclaimer.** PURCHASER ACKNOWLEDGES AND AGREES THAT THE DOCUMENTS ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY, AND THAT NEITHER SELLER, NOR ITS AFFILIATES, NOT THE PERSON OR COMPANY WHICH PREPARED ANY DOCUMENT (COLLECTIVELY, THE "AUTHOR") HAVE MADE OR MAKE ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF THE DOCUMENTS. PURCHASER AGREES THAT NEITHER SELLER, NOR ITS AFFILIATES, NOT ANY AUTHOR, NOR ANY OTHER PERSON, WILL HAVE ANY LIABILITY TO PURCHASER OR ANY OF PURCHASER'S CONTRACTORS RESULTING FROM THE USE OF ANY OF THE DOCUMENTS. PURCHASER FURTHER AGREES THAT PURCHASER AND PURCHASER'S CONTRACTORS SHALL INDEPENDENTLY INSPECT AND INVESTIGATE THE PROPERTIES AND VERIFY SUCH INFORMATION WITH RESPECT TO THE PROPERTIES AS SAID PARTIES DEEM NECESSARY OR DESIRABLE TO FULLY EVALUATE THE PROPOSED TRANSACTION CONTEMPLATED BY THIS AGREEMENT AND THE PHYSICAL CONDITION AND ECONOMIC STATUS OF THE PROPERTIES. PURCHASER SHALL NOTIFY ANY OF PURCHASER'S CONTRACTORS OF THE PROVISIONS OF THIS SECTION BEFORE DELIVERING ANY OF THE DOCUMENTS TO ANY OF THEM.

**3.04 Inspection Obligations.** Purchaser and Purchaser's Contractors shall: (a) not disturb the tenants, if any, of the Properties; (b) not damage any part of the Properties; (c) not injure or otherwise cause bodily harm to Seller, its agents, contractors, employees or tenants; (d) maintain general liability (occurrence) insurance in terms and amounts satisfactory to Seller covering any accident arising in connection with the presence of the Purchaser, its agents and representatives on the Properties; (e) promptly pay when due the costs of all tests, investigations, and examinations done with regard to the Properties; (f) not permit any liens to attach to the Properties by reason of the exercise of its rights hereunder; (g) restore the surface of the Properties to the condition in which the same was found before any permitted inspections or tests were undertaken; and (h) comply with the confidentiality provisions set forth in this Agreement. Purchaser indemnifies and holds Seller harmless from and against any and all liens, claims, causes of action, damages and expenses (including reasonable attorneys' fees) asserted against or incurred by Seller arising out of any violation of the provisions of this Agreement. The obligations of Purchaser created pursuant to this Agreement are call "Purchaser's Inspection Obligations." Notwithstanding any provision of this Agreement to the contrary, no termination of this Agreement shall terminate the Purchaser's Inspection Obligations, and the limitations of damages as set forth in this Agreement shall not apply to any cause of action arising out of a breach of the Purchaser's Inspection Obligations.

**3.05 Right of Termination.** In consideration of Purchaser's payment and exchange of the Independent Consideration to Seller, Purchaser may terminate this Agreement by giving written notice ("Termination Notice") to Seller on or before 5:00 p.m. Central Standard Time of



the last day ("Termination Deadline") of the Inspection Period. Upon the timely delivery of the Termination Notice neither Seller nor Purchaser shall have any further rights or obligations pursuant to this Agreement except for the Purchaser's Inspection Obligations and the obligations created pursuant to this Agreement as provided hereinbelow. If Purchaser fails to deliver a Termination Notice on or before the Termination Deadline, it shall not have any further right to terminate this Agreement pursuant to this Section.

**3.06 Property Conveyed "AS IS". PURCHASER ACKNOWLEDGES AND AGREES THAT SELLER IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESSED OR IMPLIED, WITH RESPECT TO THE PROPERTIES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OR REPRESENTATIONS AS TO MATTERS OF TITLE (OTHER THAN SELLER'S WARRANTY OF TITLE SET FORTH IN THE SPECIAL WARRANTY DEED TO BE DELIVERED AT CLOSING), ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITIONS, AVAILABILITY OF ACCESS, INGRESS OR EGRESS, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTIES INCLUDING, WITHOUT LIMITATION: (A) THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTIES; AND (B) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTIES. PURCHASER AGREES THAT WITH RESPECT TO THE PROPERTIES, PURCHASER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY STATEMENT, REPRESENTATION OR WARRANTY OF SELLER OR ANY AGENT OF SELLER. PURCHASER REPRESENTS THAT IT IS A KNOWLEDGEABLE PURCHASER OF REAL ESTATE AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF PURCHASER'S CONTRACTORS, AND THAT PURCHASER WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND SHALL RELY UPON SAME, AND, UPON CLOSING, SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY PURCHASER'S INSPECTIONS AND INVESTIGATIONS. PURCHASER ACKNOWLEDGES AND AGREES THAT UPON CLOSING, SELLER SHALL SELL AND CONVEY TO PURCHASER AND PURCHASER SHALL ACCEPT THE PROPERTIES AS IS, WHERE IS, WITH ALL FAULTS, AND PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY SELLER, ANY AGENT OF SELLER OR ANY THIRD PARTY. THE TERMS AND CONDITIONS OF THIS SECTION SHALL EXPRESSLY SURVIVE THE CLOSING AND NOT MERGE THEREIN AND SHALL BE INCORPORATED INTO THE SPECIAL WARRANTY DEED. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION**



**PERTAINING TO THE PROPERTIES FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON, UNLESS THE SAME ARE SPECIFICALLY SET FORTH OR REFERRED TO HEREIN.**

**3.07 Environmental Studies.** As additional consideration for the transactions contemplated herein, Purchaser agrees that it will provide to Seller immediately following the receipt of same by Purchaser copies of any and all reports, tests or studies involving hazardous materials (hereafter defined) on, under or at the Properties which reports, tests or studies shall be addressed to both the Seller and Purchaser at no cost to Seller; provided, however, Purchaser shall have no obligations to cause any such tests or studies to be performed on the Properties. In the event that such reports, tests or studies indicate the existence or reasonable potential existence of any hazardous materials on, under or at the Properties.

**3.08 Release and Indemnity.** PURCHASER RELEASES, INDEMNIFIES AND HOLDS SELLER HARMLESS FROM ALL CLAIMS, CAUSES OF ACTION AND EXPENSES (INCLUDING THOSE ASSERTED AGAINST OR INCURRED BY SELLER) WHICH ARISE OUT OF OR RELATE TO THE PRESENCE, GENERATION, TREATMENT OR DISPOSITION OF HAZARDOUS MATERIALS ON, UNDER OR AT THE PROPERTIES OR ANY PROPERTY NEAR THE PROPERTIES. THIS SECTION SHALL SURVIVE CLOSING UNTIL FULLY PERFORMED.

#### **IV. Survey**

Within fifteen (15) days after the Effective Date, Seller shall deliver to Purchaser the Existing Surveys. Seller shall authorize the person or company (the "Surveyor(s)") who prepared the Existing Surveys to cooperate with Purchaser in making any changes or additions (collectively, "Survey Modifications") to the Existing Survey which Purchaser reasonably requests; provided, however, (a) Seller shall not have any obligations to cause any Survey Modifications to be done, (b) Purchaser shall pay costs of the Survey Modifications, and (c) the Survey Modifications shall not be conditions to Purchaser's obligations pursuant to this Agreement. Additionally, Purchaser may engage another surveyor to prepare the Purchaser's Survey at Purchaser's expense.

#### **V. Title**

**5.01 Title Commitment.** Within fifteen (15) days after the Effective Date, Seller shall deliver to Purchaser (a) a title commitment ("Commitment"), showing Seller as the record title owner of the Properties and the terms by which Title Company agrees to issue to Purchaser an owner's policy of title insurance ("Title Policy") in the amount of the Purchase Price on the standard form therefor promulgated by the Texas Insurance Department insuring Purchaser's fee simple title to the Properties to be good and indefeasible subject to the terms of such policy and the Schedule B exceptions; and (b) a photocopy of all documents ("Title Documents") describing all Schedule B title exceptions shown on the Commitment. As used herein, the term "Title Objection Period" shall mean a period commencing on the first day following Seller's delivery to



Purchaser of the Existing Survey, Commitment and Title Documents and ending fifteen (15) days thereafter. In the event the Commitment or Existing Survey reflects any matter to which Purchaser objects, Purchaser may object to said matter ("Title Objection") by delivering written notice ("Title Objection Notice") on or before the expiration of the Title Objection Period and Seller may, but shall not be obligated to, cure such Title Objection. If Seller is able and willing to eliminate or cure such Title Objections, Seller shall notify Purchaser in writing of such facts (said notice hereinafter called "Seller's Title Notice") on or before ten (10) business days after the delivery of the Title Objection Notice (said period shall be called "Seller's Notice Period") and in which case the elimination or curing by Seller of the Title Objections shall be completed on or before the Closing Date (as defined herein below). In the event Seller does not deliver Seller's Title Notice to Purchaser within Seller's Notice Period, Purchaser is deemed to be notified that Seller is unable or unwilling to cure the Title Objections. In the event Seller (i) does not deliver Seller's Title Notice prior to the expiration of the Seller's Notice Period, or (ii) notifies Purchaser that Seller is unable or unwilling to cure any Title Objections, Purchaser shall be deemed to have waived the applicable Title Objections unless within five (5) days following the expiration of Seller's Notice Period, Purchaser delivers to Seller written notice of terminating this Agreement. Notwithstanding anything herein to the contrary, in the event that Purchaser's right to terminate this Agreement pursuant to any provision contained here does not expire prior thereto, it shall expire upon expiration of the Inspection Period. As used in this Agreement, the term "Permitted Exceptions" shall mean (i) Name Covenant (defined herein below); and (ii) all matters either shown on the Existing Survey or Purchaser's Survey, if any, or listed in the Commitment to which Purchaser does not deliver a Title Objection within the Title Objection Period or, having objected, Purchaser waives or is deemed to have waived in accordance with the provisions of this Section.

**5.02 Termination.** Upon termination of this Agreement pursuant to the above Section, Purchaser shall deliver the Inspection Documents to Seller and upon the delivery of the Inspection Documents to Seller, neither Seller nor Purchaser shall have any further rights or obligations pursuant to this Agreement except for the Purchaser's Inspection Obligations and the obligations created pursuant to Section 7.04, both of which shall continue until fully performed.

## **VI.**

### **Remedies**

**6.01 Seller's Remedies.** In the event Purchaser fails to perform its obligations pursuant to this Agreement for any reason except failure by Seller to perform hereunder, Seller shall be entitled to terminate this Agreement. In the event of Purchaser's default or a termination of this Agreement, and notwithstanding anything in this Section to the contrary, Seller shall have all remedies available at law or in equity in the event that Purchaser or any party related to or affiliated with Purchaser asserts any claims or right to the Properties that would otherwise delay or prevent Seller from having clear, indefeasible and marketable title to the Properties. Nothing in this Section shall limit Seller's recovery arising out of a breach of Purchaser's Inspection Obligations, Purchaser's obligations pursuant to Section 7.04 or any obligations of Purchaser arising subsequent to the Closing.

**6.02 Purchaser's Remedies.** In the event Seller fails to perform its material obligations pursuant to this Agreement for any reason except failure by Purchaser to perform hereunder, Purchaser shall elect, as its sole remedy, either to (i) terminate this Agreement by giving Seller timely written notice of such election; or (ii) subject to the further provisions of this Section, enforce specific performance. Notwithstanding anything herein to the contrary, Purchaser shall be deemed to have elected to terminate this Agreement if Purchaser fails to deliver to Seller written notice of its intent to file a claim or assert a cause of action for specific performance against the Seller in a court having jurisdiction in Dallas County, Texas, on or before sixty (60) days following the Closing Date.

**6.03 Attorney's Fees.** In the event any litigation arises out of this Agreement between the parties hereto, the non-prevailing party shall pay the prevailing party all reasonable attorneys' fees and expenses expended or incurred in connection with such litigation.

**6.04 Survival of Inspection Obligations.** Any termination pursuant to the provisions of this Article shall not terminate the Purchaser's Inspection Obligations or the obligations created pursuant to Section 7.04, both of which shall continue until fully performed.

## **VII.** **Closing**

**7.01 Closing Date.** The Closing shall be held at the offices of the Title Company (or other such location as may be mutually agreed upon by Seller and Purchaser) at 10:00 a.m. on the date which is the first business day (the "Closing Date") after the expiration of sixty (60) days following the execution of this Agreement.

### **7.02 Closing Matters.**

(a) At Closing, Seller shall:

(i) Cause the Title Company to modify (by interlineation or otherwise) the Commitment to reflect the Permitted Exceptions, thereby indicating the commitment of the Title Company to issue to Purchaser the Title Policy within ten (10) business days after the Closing Date;

(ii) Deliver possession of the Properties, subject to the rights of parties in possession; and

(iii) Deliver such evidence of authority as Purchaser or Title Company may reasonably request.

(b) At Closing, Seller shall duly execute and acknowledge the following documents and deliver them to Title Company in escrow:

(i) Special Warranty Deeds ("Deeds") conveying title to the Property to Purchaser, subject to the Permitted Exceptions;



- (ii) A Certificate of Non-Foreign Status ("FIRPTA Affidavit"); and
- (iii) A termination ("Termination Agreement") of that certain Lease Agreement ("Existing Lease"), if any.

(c) At Closing, Purchaser shall:

- (i) Execute and acknowledge the Deeds and the Termination Agreement, if any; and
- (ii) Execute and deliver such other documents as may be reasonably required by Seller or Title Company.

(d) At Closing, the following items shall be prorated in cash as of the date of Closing: rents owing pursuant to Existing Lease, if any; fees and assessments; real property ad valorem taxes ("Ad Valorem Taxes") for the year of Closing; and tax service costs ("Tax Service costs"), if any, incurred by Seller in connection with obtaining a reduction in the ad valorem tax valuation of the Properties for the year of Closing. (Nothing herein shall be construed to obligate Seller to attempt to get a reduction in the ad valorem tax valuation of the Properties.) If the Ad Valorem Taxes for the year of Closing are not known or cannot be reasonably estimated, taxes shall be estimated based on taxes for the year prior to Closing. After the taxes for the year of Closing are known, adjustments, if needed, will be made between the parties. If the Tax Service Costs incurred in the year of Closing are not known, the costs will be estimated based on the next information available to Seller at the time of Closing. Once the Tax Service Costs are known, adjustments, if needed, will be made between the parties. Any additional Ad Valorem Taxes relating to the year of Closing or prior years arising out of a change in the use of the Properties or a change in ownership shall be paid by Seller if and when assessed. The provisions of this Section regarding Ad Valorem Taxes and Tax Service Costs shall survive Closing.

(e) **Closing Documents.** The Deed, Termination Agreement, if any, and FIRPTA Affidavit (collectively, "Closing Documents") shall be in the form drafted by Seller's Counsel and delivered to Purchaser on or before the date which is ten (10) days prior to the Termination Deadline. If Purchaser objects to any provisions of the Closing Documents, Seller and Purchaser agree to act in good faith to resolve any differences on or before the Termination Deadline.

**7.03 Closing Costs.** Any fee charged by the Title Company shall be paid by Seller and by Purchaser. Purchaser shall pay all costs for any revisions to the Existing Survey requested by the Purchaser. Seller and Purchaser shall pay equally the cost of the Commitment and Title Policy (excluding any special endorsements or amendments thereto or any Title Company inspection fees including, without limitation, the modification of the "survey exception" to read "shortages is area" which Purchaser shall pay.) Purchaser shall pay the fee for the recording of the Deeds. Except as otherwise provided herein above, each party shall be responsible for the payment of its own attorney's fees incurred in connection with the transaction which is the subject of this Agreement.

**7.04 Real Estate Commissions.** Seller and Purchaser each represent and warrant to the other that no real estate brokerage commission is payable to any person or entity in connection with the transactions contemplated hereby, and each agrees to and does hereby indemnify and hold the other harmless against the payment of any commission to any person or entity claiming by, through or under Seller or Purchaser, as applicable. This indemnification shall extend to any and all claims, liabilities, costs and expenses (including reasonable attorney's fees and litigation costs) arising as a result of such claims and shall survive the Closing.

## **VIII.** **Condemnation**

**8.01 Condemnation.** If, prior to Closing, any governmental authority or other entity having condemnation authority shall institute an eminent domain proceeding or take any steps preliminary thereto (including the giving of any direct or indirect notice of intent to institute such proceedings) with regard to the Properties, and the same is not dismissed on or before ten (10) days prior to Closing, Purchaser shall be entitled as its sole remedy to terminate this Agreement upon written notice to Seller (i) within ten (10) days following notice by Seller to Purchaser of such condemnation or (ii) on the Closing Date, whichever occurs first. If Purchaser timely delivers a notice of termination pursuant to the preceding sentence (a) Purchaser shall deliver the Inspection Documents to Seller, (b) upon the delivery of the Inspection Documents to Seller, neither Seller nor Purchaser shall have any further rights or obligations pursuant to this Agreement except for the Purchaser's Inspection Obligations and the obligations created pursuant to Section 7.04, both of which shall continue until fully performed. In the event Purchaser does not terminate this Agreement pursuant to the preceding sentence, Purchaser shall be conclusively deemed to have accepted the Properties subject to such condemnation and waives any right to terminate this Agreement as a result thereof. In that event any award resulting therefrom shall be the exclusive property of Purchaser upon Closing. Notwithstanding anything to the contrary herein, if any eminent domain proceeding is instituted (or notice of which shall be given) solely for the taking of any subsurface rights for utility easements or for any right-of-way easement, and the surface may, after such taking, be used in substantially the same manner as though such rights had not been taken, Purchaser shall not be entitled to terminate this Agreement as to any part of the Properties, but any award resulting therefrom shall be the exclusive property of Purchaser upon Closing.

## **IX.** **Miscellaneous**

**9.01 Entire Agreement.** This Agreement contains the entire agreement of the parties hereto. There are no other agreements, oral or written, and this Agreement can be amended only by written agreement signed by the parties hereto, and by reference made a part hereof.

**9.02 Binding Agreement; Assignment.** This Agreement, and the terms, covenants, and conditions herein contained shall inure to the benefit of and be binding upon the successors and assigns of each of the parties hereto. Purchaser may not assign its rights under this

Agreement without Seller's prior written consent, which consent may be withheld in Seller's sole discretion.

**9.03 Effective Date.** The Effective Date of this Agreement shall be the date on which the Title Company receives a copy of this Agreement executed by both Seller and Purchaser as established by Title Company's execution of the Joinder at the end of this Agreement.

**9.04 Notice.** Any notice required or permitted to be delivered hereunder may be given by personal delivery to the party entitled thereto, by facsimile transmission with electronic confirmation, or by any courier service which guarantees overnight, receipted delivery, addressed to Seller or Purchaser, as the case may be, at the address set forth below or at such other address for a party as such party may specify in writing to the other party from time to time in accordance with the further provisions of this Section. Any notice given to the proper address will be deemed to have been received on the earlier of (i) actual receipt, or (ii) the first business day following deposit with an overnight courier service which guarantees receipted delivery. For the purposes of notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

Seller: City of Lancaster  
ATTN: City Manager  
211 North Henry  
P.O. Box 940  
Lancaster, Texas 75146  
Facsimile: 972-218-7290

with copy to: Robert E. Hager  
Nichols, Jackson, Dillard,  
Hager & Smith, LLP  
1800 Lincoln Plaza  
500 N. Akard  
Dallas, Texas 75201  
Facsimile: 214-965-0010

Purchaser: Lancaster Independent School District  
ATTN: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Facsimile: \_\_\_\_\_

with copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Facsimile: \_\_\_\_\_

The parties hereto shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by at least five (5) days written notice to the other party.

**9.05 Time.** Time is of the essence in all things pertaining to the performance of this Agreement.

**9.06 Place of Performance.** This Agreement is made and shall be performable in Dallas County, Texas, and shall be construed in accordance with the laws of Texas.

**9.07 Currency.** All dollar amounts are expressed in United States currency.

**9.08 Section Headings.** The section headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several sections hereof.

**9.09 Obligations.** To the extent necessary to carry out the terms and provisions hereof, the terms, conditions, obligations and rights set forth herein shall not be deemed terminated at the time of Closing, nor will they merge into the various documents executed and delivered at the time of Closing.

**9.10 Business Days.** In the event that any date or any period provided for in this Agreement shall end on a Saturday, Sunday or legal holiday, the applicable date or period shall be extended to the first business day following such Saturday, Sunday or legal holiday. A "business day" is any day which is not a Saturday, Sunday or legal holiday.

**9.11 Authority of Seller and Purchaser.** Seller represents, warrants and covenants to and with Purchaser that Seller has full right, power and authority to enter into this Agreement and, at Closing, will have full right, power and authority to consummate the sale provided for herein. Purchaser represents, warrants and covenants to and with Seller that Purchaser has full right, power and authority to enter into this Agreement and, at Closing, will have full right, power and authority to consummate the sale provided for herein.

**SELLER:**

**CITY OF LANCASTER, TEXAS**

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

By: \_\_\_\_\_

Joe Tillotson, Mayor

**PURCHASER:**



**LANCASTER INDEPENDENT SCHOOL DISTRICT**

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

By: \_\_\_\_\_

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


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

6

2



## Legend

 Project Scope (0.2 Miles)



## City of Lancaster Millbrook Dr & Bridle Path Dr New Road Construction

0 75 150 300 Feet

Bridle Path Drive & Millbrook Drive Connector Preliminary OPCC						
Item	Length (ft)	Width (ft)	Quantity	Unit	Unit Cost	Ext Cost
8" Concrete Pavement on 8" subgrade	1195	27	3600	SY	\$ 100.00	\$ 360,000
Sidewalks	1195	5	540	SY	\$ 60.00	\$ 64,800
Ramps			6	EA	\$ 1,500.00	\$ 9,000
Inlets			6	EA	\$10,000.00	\$ 60,000
Storm Drain Pipe			500	LF	\$ 150.00	\$ 75,000
Subtotal						\$ 568,800
20% Contingency						\$107,280.00
Engineering & Surveying						\$ 77,241.60
GRAND TOTAL						\$ 753,321.60

Possible additonal costs/fees:

Property Acquisition





## LANCASTER CITY COUNCIL

### City Council Work Session

4.

**Meeting Date:** 02/18/2019

**Policy Statement:** This request supports the City Council 2018-2019 Policy Agenda

**Goal(s):** Sound Infrastructure

**Submitted by:** Opal Mauldin-Jones, City Manager

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#### **Agenda Caption:**

Discuss the March 1983 agreement between the Lancaster Lion's Club, Inc. and the City of Lancaster.

#### **Background:**

As prescribed in the City Council Rules and Procedures as amended September 2016, Section D. City Council Agenda Process, Subsection 1.b, Councilmember Derrick Robinson requested that an item be included on a Work Session agenda for the purpose of discussing the agreement between the Lancaster Lions Club, Inc. and the City of Lancaster.

The City of Lancaster and Lancaster Lions Club, Inc. entered an agreement dated March 19, 1983 for the property located at 422 South Centre Street, Lancaster, Texas 75146. The agreement authorized Lancaster Lions Club, Inc. exclusive use of the facility for a period of ninety-nine (99) years from the date of closing.

The agreement required the City to be responsible for the exterior of the building for a sum of fifty thousand dollars (\$50,000) for the entire 99 year exclusive use term with the exception of casualty loss. Lancaster Lions Club, Inc. is responsible for the interior fixtures, heating/cooling systems, windows, etc. After such time that the City reaches the cap, the Lancaster Lions Club, Inc. becomes responsible for the entire building maintenance cost (interior and exterior).

At the request of Council staff had an assessment of the structure completed in August 2016 by Marvin's Paint and Remodeling LLC. The facility was inspected and evaluated for structural and mechanical equipment, the exterior, doors, windows and security features. Their report focuses on problems that were considered major deficiencies that would exceed more than one thousand five hundred dollars (\$1,500) to correct or repair. The \$1,500 amount was selected as a result of deferred maintenance and it was noted that there may be substantial underlying costs. The building was considered to be in poor condition in comparison to others of similar age and construction type. The primary source of the determination of poor condition is the flooring, heating ventilation air conditioning (HVAC), exterior/interior paint and cleanliness. Council received a presentation regarding the assessment at a meeting in 2017.

The building has been under the possession, care and oversight of Lancaster Lion's Club, Inc. since 1983. In April 2018 the City received notification from Lions International District Governor Henry White that the Lancaster Lions Club, Inc. had lost its charter with Lions International.

Councilmember Robinson requested this item be placed on the Agenda to discuss the agreement with Lancaster Lions Club, Inc.

## LANCASTER CITY COUNCIL

### City Council Work Session

5.

**Meeting Date:** 02/18/2019

**Policy Statement:** This request supports the City Council 2018-2019 Policy Agenda

**Goal(s):** Healthy, Safe & Engaged Community

**Submitted by:** Opal Mauldin-Jones, City Manager

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#### **Agenda Caption:**

Discuss the Naming of City Facilities Policy.

#### **Background:**

As prescribed in the City Council rules and procedures as amended September 2016, Section D. City Council Agenda Process, Subsection 1.b., Councilmember Nina Morris requested that an item be included at a Work Session Meeting for the purpose of discussing the Naming of City Facilities Policy adopted on February 26, 2018. Council discussed the City Facilities Naming Policy at the September 17, and December 3, 2018 Special Work Session. Councilmembers provided comments and recommendations for consideration. The City Attorney was requested to red-line the policy for further discussion. Councilmember Carol Strain-Burk has requested that this policy include the creation of a "Plaza of Honor" for City of Lancaster' First Responders.

The attached red-line policy reflects the changes requested by Councilmembers Morris and Strain-Burk.

This item is for City Council discussion.

#### **Attachments**

Red-lined Policy

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*City of  
Lancaster*

<b>SUBJECT:</b> Naming of City Facilities Policy		<b>POLICY NO.:</b> Resolution 2018-02-17
<b>APPROVED BY:</b> City Council Resolution	<b>POLICY DATE:</b> February 26, 2018	<b>REVISED DATE:</b> N/A

- I. Purpose
- II. Objective
- III. Scope
- IV. Policy
  - A. Naming Criteria
- V. Municipal Facilities
  - A. Procedures
  - B. Guidelines
  - C. Renaming Existing Facilities
- VI. Park Land and Facilities
  - A. Procedures
  - B. Guidelines
  - C. Renaming Existing Facilities
- VII. Street Name Changes
  - A. Procedures
    - i. Reasons for Name Change
    - ii. Application by Petition
    - iii. City initiated Changes
    - iv. Processing; Approvals or Denials; Installation of Changes
  - B. Street Naming Alternatives

## **I. PURPOSE**

This policy is implemented to establish uniform criteria and procedures, applicable to all persons, groups, firms and agencies, associated with the naming or renaming of City facilities, including buildings, parks, recreational facilities, streets and other publicly owned facilities.

## **II. OBJECTIVE**

To establish a systematic and consistent approach for the official naming of City facilities.

To establish a policy that considers community tradition and continuity of name, while utilizing established criteria that emphasize geography, local history, community values and character, civics and service to the City of Lancaster in the naming or renaming of municipal facilities.

## **III. SCOPE**

All City of Lancaster property and publicly owned rights of way.

## **IV. POLICY**

The primary function of naming development areas, parks, municipal facilities, streets and honorary streets is to recognize and commemorate noteworthy persons associated with Lancaster, reflect Lancaster's heritage, and to recognize the flora, fauna, and natural features of the community. Streets and facilities should generally be named after people, places and events having made a significant impact on the quality of life within the city, and/or events of significance to the city's development.

### **A. Naming Criteria**

i. Proposed names should generally met one of the following criteria:

- 1) To honor and commemorate noteworthy persons or organizations who made exceptional contributions to the City of Lancaster, including ~~one~~three or more of the following:
  - a. Demonstrated excellence, courage or exceptional service to the citizens of the City of Lancaster (sustained, continuous public service over a period of 25 years or two-thirds of the person's life space);
  - b. Volunteered and gave extraordinary help or care to individuals, families or groups, or supported community services or humanitarian causes;
  - c. Worked to foster equality and reduce discrimination;
  - d. Risked his or her life to save or protect others;
  - e. Achieved a deed or activity performed in an outstanding professional manner or of an uncommonly high standard that brought considerable benefit or great honor to the City of Lancaster;
  - f. Made an outstanding contribution to Lancaster;
  - g. Made a significant financial contribution to the City;
  - h. Public service as an elected official; and
  - i. Public service as a community volunteer.
- 2) To commemorate local history, places, events, culture, ethnic or gender diversity of the community, including early pioneers who have contributed significantly to the city.
- 3) To strengthen neighborhood identity;



- 4) To recognize native wildlife, natural features, or flora and fauna of the geographical or topographical features related to the City of Lancaster.
- ii. The following names shall not be used:
  - 1) When renaming a street, names of living persons for streets, other than a recognized national figure;
  - 2) Duplicative names of streets, **buildings, parks, properties, or facilities** already existing within the city;
  - 3) Names that are similar to existing parks, properties, or facilities in the City system (or other systems in the region) **should shall** not be considered in order to minimize confusion;
  - 4) Names which are, and could be considered discriminatory or derogatory, or that express a particular political affiliation; and
  - 5) Names that could be considered advertising.
- iii. This policy shall not affect the platting or designation of new city streets.
- iv. Requests will not be considered when submitted by an individual or a group for self-nomination. The only exception to this policy is when a significant financial contribution is made and the naming is a condition of the gift.
- v. There must be a well-defined connection associated with the contributions of the individuals or community organization and the City facility.
- vi. The significance of the contribution from the individual/organization needs to be evaluated in terms of the service impact of the City facility. Programs and projects must be described in specific quantifiable terms.
- vii. Individuals and organizations that have made contributions of regional or community wide significance may be considered for naming of facilities that serve the region or community.
- viii. Individuals and organizations that have made contributions of area or neighborhood wide significance may be considered for naming facilities that serve areas or neighborhoods within the City.
- ix. The City reserves the right to change the name to maintain consistency with these policies. However, the City must review prior documentation for initial naming or renaming of public property or right of way. Names that have become ingrained or widely accepted in the community should not be abandoned unless Council has amended current policy or there are compelling reasons and strong public sentiment for doing so. Historical or commonly-used place names should be preserved wherever possible
- x. When City property is named for an individual/organization, this action in no way gives the individual, family members or organization naming rights over other features on the property. Features within the facility or on the property will remain eligible for naming without the consent of the individual or family members for which the property is currently named.

## V. MUNICIPAL FACILITIES

### A. Procedures

- i. A City Council subcommittee will be formed and be responsible for recommending a name for City facilities to the entire City Council for consideration.
- ii. The subcommittee will be made up **of** ~~five~~ seven (75) individuals; ~~Two~~ (2)

~~councilmembers, at least One (1) representative from a Board or Commission which oversees the city function of the City facility and, and 2 members at large representing the public six (6) members who are selected by the City Council as stated in section V(A)(iii).- If a relevant advisory board or commission does not exist, then the subcommittee will be made up of three (3) councilmembers.~~

- iii. ~~For a seven-member subcommittee, The one (1) Subcommittee appointments shall be made by each City Council Member, and shall the Mayor be subject to subject to City Council the Mayor's neil approval. Prior submission to the Mayor, each prospective Subcommittee member must execute an affidavit stating that they: (1) have not formed an opinion regarding the merits of the application and (2) are not listed in the application as a person supporting the nomination of the individual.~~
- iv. The Subcommittee shall be responsible for research, study, and recommendation of a proposed name to the City Council. Recommendations, including rationale for the recommendations shall be submitted to the entire City Council in writing.  
**ALTERNATIVE #1:** Once an application has been forwarded to a Subcommittee by City Council, no other applications for the same building shall be accepted unless and until the Subcommittee disapproves the application assigned to it. **ALTERNATIVE #2:** Once an application has been received by the City Secretary, notice shall be promptly published on the City of Lancaster website, by posting at the City Hall, and by inclusion in the next available issue of *Lancaster Today*, detailing (1) the proposed facility to be renamed; (2) the name of the person or persons proposed for the naming honor; and (3) the deadline to submit other applications. Other applications for naming of the proposed facility shall only be accepted within ninety (90) days of the City Secretary's receipt of the application. Additional applications received after the ninety-day period will not be forwarded to the City Council or assigned to a subcommittee. Should no application be recommended by a Subcommittee and affirmed by the City Council following closure of the ninety-day period, additional application(s) may be accepted, which would trigger a new ninety-day period.
- v. Any recommendation which involved the name of a person shall include the following:
  - 1) Application
  - 2) A biographical or informational sketch;
  - 3) Rationale supporting the nomination; and
  - 4) The name(s) of the person(s) or supporting group(s) responsible for the nomination.
  - 4)5) Materials regarding the public reputation or image of the person nominated.
- vi. The Subcommittee shall solicit and use public input during the formation of such recommendations. A minimum of two (2) public hearings shall be held by the Subcommittee prior to voting on the application. The public hearings shall be advertised in the City's paper of record, on the City website, and shall be publicly posted.
- vii. The Subcommittee ~~may shall may~~ also solicit and use input from City Staff during the formation of such recommendations.
- viii. The Subcommittee must approve the recommendation by a ~~simple~~ 2/3 majority.
- ix. The City Council shall approve by resolution or disapprove the name recommended by the Subcommittee. City Council shall establish a deadline for the Subcommittee to finish its investigation and vote. Absent compelling circumstances and a vote to the contrary by the City Council, the Subcommittee shall take final action on an application no later than ninety (90) days after the Subcommittee is assigned.

- x. If the recommendation(s) is disapproved by the City Council, then the matter may be referred back to the Subcommittee ~~for~~ further action.

## **B. Guidelines**

- i. City facilities shall be named at the earliest possible and most appropriate date.
- ii. Facilities such as a City Hall, Municipal Court, Police Station, Fire Station, Municipal Service Center, etc. shall include the name for the function that they serve to the public in order to prevent confusion and misrepresentation of the facility's mission (such as Jane Doe Municipal Airport or John Doe Memorial Fire Station)
- iii. The Subcommittee may recommend, **or City Council may determine,** that the facility ~~may~~ be dedicated in honor of an individual in lieu of naming.
- iv. City facility names shall be familiar to the majority of citizens, easy to recall, and unique and lasting.
- v. Facilities may not be named for members of the City's staff, boards and commissions, city council, or any other official or employee (elected or otherwise) concerned with the functions and /or control of the City of Lancaster, for so long as such relationship exists.
- vi. Nothing herein shall be construed to require the City Council to name every facility.
- vii. Individual rooms, such as a conference room, etc., may be given a name which is different from that of the overall facility. The procedure for naming such a room shall be the same as for naming an entire facility.
- viii. The Subcommittee shall not contact any individuals whose names are under consideration. It shall also keep strictly confidential all information it has received or discussed, and any recommendation(s) it makes until such decision is taken to the entire City Council for discussion and action.
- ix. Once a name has been established, the Building Services Department will be responsible for the installation of appropriate signage and markers.

## **C. Renaming Existing Facilities**

- i. Proposals to rename facilities are not encouraged and should be entertained only after fully investigating and considering potential impact of dropping the current. When appropriate, facilities may be renamed. The procedure for doing so shall be the same for originally naming the facility.
- ~~ii.~~ Public requests to rename existing facilities will be received by the City Secretary's Office and directed to the appropriate department for further investigation and evaluation against naming criteria.
- ~~ii.~~ **iii. If a facility is voluntarily demolished by the City and reconstructed, the building name shall revert back to the original building name. Applications may then again be accepted as if the facility was new. If a facility is involuntarily damaged or destroyed, for example due to accident, catastrophe, or natural disaster, the facility, when reconstructed or replaced by the City, shall retain the name previously approved by City Council.**

# **VI. PARK LAND AND FACILITIES**

## **A. Procedures**

- i. The Parks and Recreation Advisory Board ("Parks Board") may be notified of the need to name a park or facility by the City Council, City Manager.
- ii. The Chairman of the Parks Board shall name a committee that will be responsible for

recommending a name for all park lands and facilities to the Board.

- iii. The committee shall be responsible for research, study, and recommendation of a proposed name to the Board. Recommendations, including rationale for the selection of the recommended name shall be given in writing.
- iv. Any recommendation which involved the name of a person shall include the following:
  - 1) Application
  - 2) A biographical or informational sketch;
  - 3) Rationale supporting the nomination; and
  - 4) The name(s) of the person(s) or supporting group(s) responsible for the nomination.
- v. The committee shall solicit and use public input during the formation of such recommendations.
- vi. The committee may also solicit and use input from City Staff during the formation of such recommendations.
- vii. The Parks Board shall also solicit and use public input during the formation of such recommendations.
- viii. The Parks Board shall confirm or reject the name recommended by the committee.
- ix. If the committee's recommendation is rejected by the Parks Board, then the matter may be referred back to the committee for further action.
- x. All recommended names for such facilities must be confirmed by a majority vote of the members of the Parks Board.
- xi. Upon confirmation, the recommended name shall be forwarded to the City Council for the consideration and final approval.
- xii. The City Council shall approve by resolution or disapprove the name recommended by the Parks Board.
- xiii. If the recommendation(s) is disapproved by the City Council, then the matter may be referred back to the Parks Board for further action.

## **B. Guidelines**

- i. Names for new parks shall typically be established within 90 days from the date of land acquisition or at the earliest possible time. The name of new facilities shall be established prior to the completion of construction. Names for parts or areas of parks and facilities may be established at any time.
- ii. The committee may recommend that the facility may be dedicated in honor of an individual in lieu of naming.
- iii. Park land and facility names shall be familiar to the majority of citizens, easy to recall, and unique and lasting.
- iv. Facilities may not be named for members of the City's staff, boards and commissions, city council, or any other official or employee (elected or otherwise) concerned with the functions and /or control of the City of Lancaster, for so long as such relationship exists.
- v. Nothing herein shall be construed to require the City Council to name every facility.
- vi. Parts or areas within the park or recreation facility may be given a name which is different than the park or building. Such parts or areas may include (but are not to be limited to) gardens, playgrounds, athletic fields, structures, swimming pools and

meeting rooms. Names for such facilities shall be established by the same criteria and procedures

- vii. The committee shall not contact any individuals whose names are under consideration. It shall also keep strictly confidential all information it has received or discussed, and any recommendation(s) it makes until such decision is taken to the entire City Council for discussion and action.
- viii. Once a name has been established, the Director of Quality of Life and Cultural Services will be responsible for the installation of appropriate signage and markers.

### **C. Renaming Existing Facilities**

~~iii.~~iv. Proposals to rename facilities are not encouraged and should be entertained only after fully investigating and considering potential impact of dropping the current. When appropriate, facilities may be renamed. The procedure for doing so shall be the same for originally naming the facility.

~~iv.~~v. Public requests to rename existing facilities will be received by the City Secretary's Office and directed to the appropriate department for further investigation and evaluation against naming criteria.

## **VII. STREET NAME CHANGES**

### **A. Procedures**

#### **i. Reasons for Name Change**

Applications for a street name change may be considered for any one (1) of the following reasons, which must be specified in the application:

- 1) To establish continuity of the street's name.
- 2) To eliminate name spelling duplication, phonetic duplication, or misspelling.
- 3) To bring coherence to the street numbering designation (east, west, north, south).
- 4) To provide a necessary roadway designation (Street, Road, Lane, Circle, Drive, Boulevard, and similar designations).
- 5) To honor a person, place, institution, group entity, event or similar subject, subject to Naming Criteria listed in this policy.
- 6) To enhance a neighborhood through association of the street name with its location, area characteristics, history, or similar factors, subject to the Naming Criteria listed in this policy.

#### **ii. Application by Petition**

- 1) An application for a change of the name of a street may be filed by any person, group, firm or agency with the Department of Public Works in the form of a petition signed by not fewer than eighty percent (80%) of all owners, or owner's attorney-in-fact, of property abutting the subject street. "Owners" of such abutting property shall be determined by the then-current city real property ad valorem tax roll. The applicant shall make a formal request for the official application form from the Department of Public Works Engineering Division. The petition shall contain the following minimum information:

- a. A detailed description of the request;
- b. The owner's address, printed name, signature, and whether they

oppose or suppose the street name change.

- 2) The application shall state the present official name of the city street, the proposed new name, and a statement of the reason or reasons from among those listed above. The application shall also indicate the name and address of each person, group, agency, or entity requesting the street name change and responsible for payment of the associated costs for signage and installation.

**iii. City Initiated Changes**

- 1) In all instances where it is the city's recommendation that a street name be changed, the department head shall file a request for a change of the name of a street with the Department of Public Works. The written request shall state the present official name of the city street, the proposed new name, and a statement of reason or reasons, from among those listed above, claimed for such name change.

**iv. Processing; Approvals or Denials; Installation of signs**

- 1) Upon receipt of a completed application form, the Public Works Department shall confirm that the petition meets the requirements provided herein and the city-initiated request meets the requirements provided herein.
- 2) If a completed application form is not submitted to the Public Works Department by the application within ninety (90) days of the date of the formal request for the application, the application is considered expired.
- 3) In all cases where the application by petition has expired or been rejected for not meeting any of the requirements provided herein, any applicant may submit a second formal request for application for the same street only after a period five (5) years from the date of the previous formal request for application.
- 4) Upon confirming that the petition or city-initiated request meets the requirements of this article, the Public Works Department will determine the costs associated with the installation of new city street name signs.
- 5) The Public Works Department will notify by mail all the property owners on the subject street to verify the petition. The letter will also notify the residents of the cost for the installation of new city street name signs and provide contact information for the collection of payments. If more than 20% of the property owners contact the city objecting to the street name change, in writing, the City will deny the street name change application.
- 6) In all cases where the application by petition has been approved such approval is contingent on the city's receipt of advance payment for the costs associated with the installation of new city street name signs by the person, group, agency, or entity designated on the application as responsible for such payment.
- 7) All approved street name changes shall be forwarded to the Streets Division for the ordering of and installation of the new street name signs.
- 8) The Public Works Department shall provide a copy of each street name change to the local utility companies, all department directors, 911 administrators, Dallas Central Appraisals District, U.S. Postal Service, and county voter's registrar's office.

**B. Street Naming Alternatives**

- i. Individuals and organizations are encouraged to consider alternatives to street renaming for the commemoration of individuals or organizations. For example, interpretative plaques at key locations on buildings or sites, or where appropriate, in

sidewalks or other visible pedestrian areas.

- ii. In some cases, an “Honorary Street” designation may be given to certain sections of existing streets to commemorate the lives of important community members. A commemorative street blade sign may be mounted below the official street name for a defined length of the street, if approved, at the expense of the applicants. “Honorary designations” of streets may be considered as requests for renaming facilities.
- iii. For “Honorary Street” designations, the City shall develop and provide a standard sign specification for approved requests.