



NOTICE OF REGULAR MEETING AGENDA
LANCASTER CITY COUNCIL
MUNICIPAL CENTER CITY COUNCIL CHAMBERS
211 N. HENRY STREET, LANCASTER, TEXAS
Monday, April 25, 2011 – 7:00 P.M.



CALL TO ORDER

INVOCATION: MINISTERIAL ALLIANCE

PLEDGE OF ALLEGIANCE: COUNCILMEMBER CLYDE HAIRSTON

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

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

- 1C. Consider approval of minutes from the City Council Regular Meeting held April 11, 2011.
- 2C. Consider Resolution 2011-04-34 of the City Council of the City of Lancaster, Texas, authorizing continued participation with the Atmos Cities Steering Committee (ACSC); authorizing the payment of five cents (\$0.05) per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation; and providing an effective date.
- 3C. Consider Resolution 2011-04-35 of the City Council of the City of Lancaster, Texas, approving the terms and conditions of a terminal lease, Suite 201, by and between Aviatour, Inc. and the City of Lancaster at the Lancaster Regional Airport; authorizing the City Manager to execute said lease; providing a repealing clause; providing a severability clause; and providing an effective date.
- 4C. Consider Resolution 2011-04-36 of the City Council of the City of Lancaster, Texas, approving the terms and conditions of an Interlocal Agreement by and between the City of Lancaster and Dallas County Schools to provide transportation services to Lancaster Parks and Recreation Department at a unit price; authorizing the City Manager to execute said agreement; providing a repealing clause; providing a severability clause; and providing an effective date.
- 5C. Consider Resolution 2011-04-37 of the City Council of the City of Lancaster, Texas, adopting the City of Lancaster 2011 Electronic Records Management Policy to provide for uniform management of City electronic records in accordance with state law; providing a repealing clause; and providing an effective date.

- 6C. Consider Resolution 2011-04-38 of the City Council of the City of Lancaster, Texas, declaring certain board, commission and committee position(s) vacant due to excessive absences; and providing an effective date.
- 7C. Consider Resolution 2011-04-39 of the City Council of the City of Lancaster, Texas, opposing legislation that would increase the fee imposed by the State of Texas Comptroller of Public Accounts for the collection of sales tax; and providing an effective date.

ACTION:

8. Discuss and consider an appointment to the Lancaster Planning and Zoning Commission.

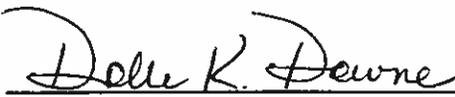
ADJOURNMENT

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 21, 2011 @ 5:00pm. and copies thereof were hand delivered to the Mayor, Mayor Pro-Tempore, Deputy Mayor Pro-Tempore and Council members.



Dolle K. Downe, TRMC
City Secretary

LANCASTER CITY COUNCIL
Agenda Communication for
April 25, 2011

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AG11-001

Consider approval of minutes from the City Council Regular Meeting held April 11, 2011.

Background

Attached for your review and consideration are minutes from the:

- City Council Regular Meeting held April 11, 2011

Prepared and submitted by:

Dolle K. Downe, City Secretary
April 14, 2011

MINUTES

LANCASTER CITY COUNCIL MEETING OF APRIL 11, 2011

The City Council of the City of Lancaster, Texas, met in Regular session in the Council Chambers of City Hall on April 11, 2011 at 7:00 p.m. with a quorum present to-wit:

Councilmembers Present:

Mayor Marcus E. Knight
Walter Weaver
Marco Mejia
Mayor Pro Tem James Daniels
Clyde Hairston
Deputy Mayor Pro Tem Nina Morris
Council District 2 vacant

City Staff Present:

Opal Mauldin Robertson, City Manager
Alicia Oyedele, Assistant to the City Manager
Clovia English, Public Works Director
Rona Stringfellow Govan, Development Services Director
Nathaniel Barnett, Senior Planner
Sean Johnson, Parks and Recreation Director
Dolle Downe, City Secretary

Call to Order:

Mayor Knight called the meeting to order at 7:00 p.m. on April 11, 2011.

Invocation:

Pastor John Richardson gave the invocation.

Pledge of Allegiance:

Mayor Pro Tem James Daniels led the Pledge of Allegiance.

Citizens Comments:

Cedrick Castleberry, 1481 Brook Meadow Circle, asked about the status of the Houston School Road construction project, stating that construction has been in progress for a long time; asked if there are penalties in the contract for late construction. Mayor Knight commented that he believed the Houston School Road construction project is scheduled for completion in early 2012 and requested Mr. Castleberry speak with the Public Work Director regarding the timeline for the project.

Suzi Weaver, 411 S. Centre, commented she owns a store on the Square and how excited she is about the In & Out Burger coming to Lancaster; she thanked Council for their efforts to bring this restaurant and other new businesses into the City.

Barbara Herring, 329 S. Dallas Avenue, stated she is a seven year resident of the City and she too is excited about the In & Out Burger locating in Lancaster; commented that this operation choosing Lancaster is a tremendous statement about the City and its future; stated this would bring increased sales tax and other businesses to the City; expressed appreciation for the City's willingness to support new businesses.

Consent Agenda:

City Secretary Downe read the consent agenda.

- 1C. Consider approval of minutes from the City Council Regular Meeting held March 28, 2011.
- 2C. Consider Resolution 2011-04-28 of the City Council of the City of Lancaster, Texas, approving the terms and conditions of the Texas Municipal Retirement System City Portal Use Agreement; authorizing the City Manager to execute said agreement; designating the City Manager as the Portal Use Administrator; providing a repealing clause; providing a severability clause; and providing an effective date.
- 3C. Consider Resolution 2011-04-29 of the City Council of the City of Lancaster, Texas, canceling the regular City Council meeting scheduled for May 9, 2011; and providing an effective date.
- 4C. Consider Resolution 2011-04-30 of the City Council of the City of Lancaster, Texas, authorizing the award of Bid 2011-13 to Northstar Construction, Inc. for construction of the amphitheater in Community Park in an amount not to exceed \$325,351; authorizing the City Manager to execute the agreement pursuant to approval; providing a repealing clause; providing a severability clause; and providing an effective date.
- 5C. Consider Resolution 2011-04-31 of the City Council of the City of Lancaster, Texas, authorizing the award of bid for a custom amphitheater structure to USA Shade & Fabric Structures, Inc. in an amount not to exceed \$96,000; authorizing the City Manager to execute the agreement pursuant to approval; providing a repealing clause; providing a severability clause; and providing an effective date.
- 6C. Consider Resolution 2011-04-32 of the City Council of the City of Lancaster, Texas, authorizing the City Manager to enter into a ten year Interlocal Master Agreement with the County of Dallas for participation in the Major Capital Improvement Program (MCIP) for the purpose of transportation improvements on roads with the City of Lancaster that are inside Dallas County and that are on the North Central Texas Council of Government's (NCTCOG) regional Thoroughfare Plan; providing a repealing clause; providing a severability clause; and providing an effective date.

Councilmember Weaver requested that items 4C and 5C be pulled from the consent agenda.

MOTION: Councilmember Hairston made a motion, seconded by Deputy Mayor Pro Tem Morris, to approve consent items 1C - 3C and 6C. The vote was cast 6 for, 0 against.

Councilmember Weaver commented that while he favors building an amphitheater with a shade structure, it is not the time to spend half a million on this project.

City Manager Mauldin Robertson stated that the grant has been accepted by City Council and the construction bid is only good for a specific period of time. Councilmember Weaver stated that economic conditions have changed, and he is opposed to spending the money at this time.

Deputy Mayor Pro Tem Morris asked if the costs for the project could be lowered. City Manager Mauldin Robertson indicated that staff had already worked diligently with the contractor to value engineer the project to reduce cost, including removing the shade structure and including it as a separate purchase through the state bid process. Parks and Recreation Director Johnson stated that some funds have already been spent, including the purchase of outdoor exercise equipment and \$44,000 for design of the amphitheater. He emphasized that the grant funds are available to the City now and may not be at a later time.

Councilmember Mejia stated that the City needs roads repaired and to purchase a new ambulance, commenting that it is important to put dollars towards necessities for the community.

City Manager Mauldin Robertson stated that the City is obligated to have its portion of the grant funds available.

Councilmember Hairston asked about the amount of the grant reimbursement. Parks and Recreation Director Johnson indicated that the grant would reimburse \$200,000 and that the City's obligation would be \$221,351. He further noted that the project puts the City's dollars to good work for the community.

Councilmember Mejia stated the City needs the money for other things.

Mayor Knight commented that it remains necessary for the City to demonstrate to the state that the City has the means for the matching funds for the grant and that the money earmarked for this grant cannot be used in other ways.

Deputy Mayor Pro Tem Morris asked where the funds would come from. City Manager Mauldin Robertson indicated the funds are already earmarked specifically for the amphitheater in the capital projects list.

Councilmember Mejia stated that the money needs to be used for streets and the ambulance purchase, commenting that while it is a great project for the community, the economy is bad and Council must be responsible for how it uses City tax dollars.

Mayor Pro Tem Daniels stated that if the project is delayed, costs could go up and the amphitheater is a quality of life issue.

City Manager Mauldin Robertson reiterated that it is necessary to keep the funds earmarked for the project under the terms of the grant.

Deputy Mayor Pro Tem Morris stated that people are the quality of life concern, and that she does not want to have to cut police and fire positions in the City.

MOTION: Councilmember Weaver made a motion, seconded by Councilmember Mejia, to table items 4C and 5C.

Mayor Knight suggested a friendly amendment to the motion that would allow the items to be considered within six months, stating that during the budget process, an improved budget picture may emerge.

MOTION: Councilmember Weaver amended his motion to table items 4C and 5C for a maximum period of six months. Councilmember Mejia seconded the amended motion. The vote was cast 4 for [Weaver, Mejia, Knight, Morris] and 2 against [Daniels, Hairston].

7. **Discuss and consider Resolution 2011-04-33 of the City Council of the City of Lancaster, Texas, granting a request for special exceptions pursuant to Section 14.209 (d), of the Lancaster Development Code; to provide a special exception to the masonry requirement to permit the use of stucco on the building; to provide a special exception for increased height and sign area for permanent on site signage to be located on the east side of Interstate Highway 35E approximately 2,350 feet north of the intersection of Interstate Highway 35E and West Beltline Road and being more commonly known as 740 North IH-35E; and providing an effective date.**

Senior Planner Nathaniel Barnett outlined the request from the applicant for exceptions to the Lancaster Development Code. The applicant is In and Out Burger, a regional fast food chain proposing to build a restaurant on IH-35E just north of West Beltline Road. The request includes an exception to the Masonry requirement to permit the use of stucco on the building, and an exception for increased height and sign area for permanent on site signage.

Brian Fetz with HKS Architects, representing the applicant, commented that In and Out Burger is excited to be locating in Lancaster. He stated the variance request is for a larger sign and to place a stone wainscot on the building. He commented that it would be a very nice building and would be consistent in appearance with their other locations.

Councilmember Mejia thanked Mr. Fetz for their interest and investment in Lancaster.

MOTION: Councilmember Hairston made a motion, seconded by Deputy Mayor Pro Tem Morris, to approve Resolution 2011-04-33 granting a request for special exceptions pursuant to Section 14.209 (d), of the Lancaster Development Code; to provide a special exception to the masonry requirement to permit the use of stucco on the building and to provide a special exception for increased height and sign area for permanent, on site signage at 740 North IH-35E. The vote was cast 6 for, 0 against.

MOTION: Deputy Mayor Pro Tem Morris made a motion, seconded by Councilmember Hairston, to adjourn. The vote was cast 6 for, 0 against.

The meeting was adjourned at 7:43 p.m.

ATTEST:

APPROVED:

Dolle K. Downe, City Secretary

Marcus E. Knight, Mayor

LANCASTER CITY COUNCIL
Agenda Communication for
April 25, 2011

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AG11-002

Consider a resolution of the City Council of the City of Lancaster, Texas, authorizing continued participation with the Atmos Cities Steering Committee (ACSC); authorizing the payment of five cents (\$0.05) per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation; and providing an effective.

This request supports the City Council 2010-2011 Policy Agenda.

**Goal 1: Financially Sound City Government
Goal 3: Healthy, Safe, & Vibrant Neighborhoods**

Background

The Atmos Cities Steering Committee (ACSC) is a permanent standing coalition of more than 150 Texas cities that has been authorized to represent more than 60 percent of the total load served by Atmos Energy Corporation, Mid-Tex Division. Through council resolutions, to represent the interests of municipal and residential consumers in gas utility regulatory matters, the ACSC supports safe service at fair prices.

On February 17, 2011 the ACSC held a quarterly meeting with representatives from Atmos Energy. During the meeting, the group held discussion of upcoming natural gas issues and approved the assessment for ACSC membership. Municipalities have original jurisdiction over gas utility rates and services within the City. The ACSC protects the authority of municipalities over the monopoly natural gas provider and defends the interests of residential and small commercial customers within the city.

This population based assessment protocol for 2011 is a per capita fee of \$0.05 based on the population figures for each city as shown by TML. In addition the budget was amended to cover annual administrative expenses. The total expense to the City of Lancaster is \$1,830.

Considerations

- **Operational** – The ACSC is involved in the rate cases, appeals, rulemakings and legislative efforts impacting the rates charged by Atmos to customers within its member cities. The City does not have the required resources, technical and legal expertise on staff to properly monitor and review these rate related cases. ACSC has

a staff and legal counsel dedicated to rate cases, appeals, rulemakings, and the legislative efforts of Atmos Energy Corporation Mid-Tex Division. The approval of this resolution will secure continued ACSC membership for the City of Lancaster and in turn representation of the interests of municipal and residential consumers in gas utility regulatory matters.

- **Legal** – The resolution was prepared by ACSC counsel.
- **Financial** – The approval of this resolution will authorize the payment of per capita assessment expenses in the amount of \$1,830 to Atmos Cities Steering Committee.
- **Public Information** – There are no public information requirements.

Options/Alternatives

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

Recommendation

Staff recommends approval of the resolution as presented.

Attachments

- Resolution
- ACSC Member Cities

Prepared and submitted by:
Opal Mauldin-Robertson, City Manager

Date: April 25, 2011

RESOLUTION NO. 2011-04-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, AUTHORIZING CONTINUED PARTICIPATION WITH THE ATMOS CITIES STEERING COMMITTEE; AUTHORIZING THE PAYMENT OF FIVE CENTS PER CAPITA TO THE ATMOS CITIES STEERING COMMITTEE TO FUND REGULATORY AND RELATED ACTIVITIES RELATED TO ATMOS ENERGY CORPORATION AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lancaster is a regulatory authority under the Gas Utility Regulatory Act (GURA) and has exclusive original jurisdiction over the rates and services of Atmos Energy Corporation, Mid-Tex Division (Atmos) within the municipal boundaries of the city; and

WHEREAS, the Atmos Cities Steering Committee (ACSC) has historically intervened in Atmos rate proceedings and gas utility related rulemakings to protect the interests of municipalities and gas customers residing within municipal boundaries; and

WHEREAS, ACSC is participating in Railroad Commission dockets and projects, as well as court proceedings, affecting gas utility rates; and

WHEREAS, the City is a member of ACSC; and

WHEREAS, in order for ACSC to continue its participation in these activities which affects the provision of gas utility service and the rates to be charged, it must assess its members for such costs;

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

SECTION 1. That the City of Lancaster is authorized to continue its membership with the Atmos Cities Steering Committee to protect the interests of the City of Lancaster and protect the interests of the customers of Atmos Energy Corporation, Mid-Tex Division residing and conducting business within the City limits.

SECTION 2. It is further authorized to pay its 2011 assessment to the ACSC in the amount of five cents (\$0.05) per capita based on the population figures for the City shown in the latest TML Directory of City Officials and the City Manager or her designee is authorized to make necessary payments as provided herein to the steering committee designated Treasurer.

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 the 25th day of April, 2011.

APPROVED:

Marcus E. Knight, Mayor

ATTEST:

Dolle K. Downe, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

Resolution No. 2011-04-34

ATTACHMENT A**ACSC Cities (154 Total)**

| | | |
|------------------------|----------------------|----------------------|
| Abilene | Fate | Palestine |
| Addison | Flower Mound | Pantego |
| Allen | Forest Hill | Paris |
| Alvarado | Fort Worth | Parker |
| Angus | Frisco | Pecan Hill |
| Anna | Frost | Plano |
| Argyle | Gainesville | Ponder |
| Arlington | Garland | Pottsboro |
| Bedford | Garrett | Prosper |
| Bellmead | Grand Prairie | Quitman |
| Benbrook | Grapevine | Red Oak |
| Beverly Hills | Haltom City | Reno (Parker County) |
| Blossom | Harker Heights | Richardson |
| Blue Ridge | Haskell | Richland |
| Bowie | Haslet | Richland Hills |
| Boyd | Hewitt | River Oaks |
| Bridgeport | Highland Park | Roanoke |
| Brownwood | Highland Village | Robinson |
| Buffalo | Honey Grove | Rockwall |
| Burkburnett | Hurst | Roscoe |
| Burleson | Iowa Park | Rowlett |
| Caddo Mills | Irving | Royse City |
| Carrollton | Justin | Sachse |
| Cedar Hill | Kaufman | Saginaw |
| Celeste | Keene | Seagoville |
| Celina | Keller | Sherman |
| Cisco | Kemp | Snyder |
| Cleburne | Kennedale | Southlake |
| Clyde | Kerrville | Springtown |
| College Station | Killeen | Stamford |
| Colleyville | Krum | Stephenville |
| Colorado City | Lakeside | Sulphur Springs |
| Comanche | Lake Worth | Sweetwater |
| Coolidge | Lancaster | Temple |
| Coppell | Lewisville | Terrell |
| Corinth | Lincoln Park | The Colony |
| Corral City | Little Elm | Trophy Club |
| Crandall | Lorena | Tyler |
| Crowley | Madisonville | University Park |
| Dalworthington Gardens | Malakoff | Venus |
| Denison | Mansfield | Vernon |
| DeSoto | McKinney | Waco |
| Duncanville | Melissa | Watauga |
| Eastland | Mesquite | Waxahachie |
| Edgecliff Village | Midlothian | Westlake |
| Emory | Murphy | Whitesboro |
| Ennis | Newark | White Settlement |
| Euless | Nocona | Wichita Falls |
| Everman | North Richland Hills | Woodway |
| Fairview | Northlake | Wylie |
| Farmers Branch | Oak Leaf | |
| Farmersville | Ovilla | |

LANCASTER CITY COUNCIL
Agenda Communication for
April 25, 2011

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AG11-003

Consider a resolution of the City Council of the City of Lancaster, Texas, approving the terms and conditions of a terminal lease, Suite 201, by and between Aviatour, Inc. and the City of Lancaster at the Lancaster Regional Airport; authorizing the City Manager to execute said lease; providing a repealing clause; providing a severability clause; and providing an effective date.

This request supports the City Council 2010-2011 Policy Agenda.

Goal 5: Sound Infrastructure

Background

Aviatour, Inc. has been located at Lancaster Regional Airport since 2008. They currently occupy and rent 2 of the 3 spaces available in the upstairs of the terminal building. This is a request to include the remaining upstairs space, Suite 201, which will be used for the expansion of office space for their flight instructors. Aviatour, Inc. has a considerable and acceptable amount of experience and skill in managing and operating a flight school.

The lease rate is \$425 per month for 440 square feet of space with a lease term of 3 years (05/01/2011 – 05/01/2014).

Considerations

- **Operational** – Suite 201 was previously occupied by an aviation technology company that relocated. The space is currently empty with no revenue income. In order to maintain rental revenue, Suite 201 should be rented.
- **Legal** – The lease agreement form was prepared by the City Attorney.
- **Financial** – The lease rate of \$425 per month for 440 square feet of space with a lease term of 3 years was benchmarked against local airports and businesses and found to be fair.
- **Public Information** - There are no public information requirements.

Options/Alternatives

1. Council may approve the resolution as presented.
2. Council may reject the resolution. This will leave the rental space vacant and generate no revenue.

Recommendation

Staff strongly recommends adoption of the resolution. This will generate rental revenue for the airport.

Attachments

- Resolution
- Aviatour, Inc – Suite 201 Lease

Prepared and submitted by:
Mark Divita, Airport Manager

Date: April 13, 2011

RESOLUTION NO. 2011-04-35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A TERMINAL LEASE, SUITE 201, BY AND BETWEEN AVIATOUR, INC. AND THE CITY OF LANCASTER AT THE LANCASTER REGIONAL AIRPORT; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID LEASE; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lancaster, Texas, operates a regional airport facility which is governed by the Texas Department of Transportation and the Federal Aviation Administration; and

WHEREAS, Avaitour, Inc. has desires to expand their flight school by leasing Suite 201;

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

SECTION 1. The Aviatour, Inc. Lease Agreement for Suite 201 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. The City Manager is hereby authorized to execute said lease agreement.

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

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

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

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 25th day of April 2011.

APPROVED:

Marcus E. Knight, Mayor

ATTEST:

Dolle K. Downe, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

AIRPORT TERMINAL LEASE AGREEMENT

THIS AIRPORT TERMINAL SPACE LEASE AGREEMENT (“Lease”) is made and entered into this __ day of April, 2011, by and between the **CITY OF LANCASTER**, a Texas Home Rule Municipal Corporation (“City” or “Lessor”) and **AVIATOUR, INC.**, a Texas corporation (“Lessee”).

WITNESSETH:

WHEREAS, City is the owner and operator of the Lancaster Regional Airport (“Airport”) which is located in the City of Lancaster, Dallas County, State of Texas; and

WHEREAS, Lessee desires to lease and use the Leased Premises (defined below) for the conduct of an aviation related activity and associated uses as authorized herein; and

WHEREAS, in accordance with the provisions contained within this Lease, City desires to allow Lessee to use the Property for the foregoing purpose;

NOW, THEREFORE, for and in consideration of the rental payments, covenants, promises, and agreements contained herein, and for other good and valuable consideration, City and Lessee agree as follows:

**ARTICLE 1
DEFINITIONS**

As used in this Lease, the following words and phrases shall have the following meanings unless the context clearly indicates otherwise:

Airport means the Lancaster Regional Airport, located at 730 Ferris Road, Suite 102, Lancaster, Texas 75146.

Initial Rent means FOUR HUNDRED TWENTY-FIVE AND NO/100 (\$425.00) per month during the Initial Term.

Hazardous Materials is defined herein as that term is so defined by EPA, TCEQ, NFPA and City ordinances, inclusive.

Leased Premises means an approximately 440 square foot space located within the Airport Terminal Building owned by City and located at 730 Ferris Road, Lancaster, Texas, said space being more commonly known as “Suite 201,” and generally depicted as set forth in Exhibit “A,” attached hereto and incorporated herein by reference.

Option Period Rent means the amount to be paid monthly by Lessee to City during the Option Lease Term, which amount shall be (a) \$425.00 plus (b) an amount equal to the

percentage increase in the Dallas-Fort Worth Standard Metropolitan Statistical Area Consumer Price Index (All Items) (the "D-FW CPI") published for March 2011 and the D-FW CPI published for March 2014; provided, however, if the D-FW CPI published for March 2014 is the same or lower than the D-FW CPI published for March 2011, the Option Period Rent shall be \$425.00 per month.

Rent means, collectively, Initial Rent and Option Period Rent.

ARTICLE 2 PREMISES LEASED

2.1 Lease Created: City hereby leases to Lessee, and Lessee hereby leases the Leased Premises from City, in accordance with the terms and conditions of this Lease.

2.2 Acceptance of Leased Premises Conditions: By acceptance of this Lease, Lessee warrants and represents that Lessee:

A has carefully and completely examined and inspected the entire Leased Premises and is fully informed of the condition of the Leased Premises; and

B. is completely satisfied as to the suitability of the Leased Premises for all of the activities contemplated by this Lease.

Lessee accepts possession of the Leased Premises as is, and subject to all limitations imposed upon the use thereof by the rules and regulations of the Federal Aviation Administration and by the ordinances of the City of Lancaster.

ARTICLE 3 USE OF LEASED PREMISES

3.1 Permitted Use: Subject to the provisions of this Lease, Lessee is granted the right to use and occupy the Leased Premises for office uses related to the operation of an aviation-related business including, but not limited to, pilot training program, air charter operations and reservations, aircraft sales, and such other uses as approved from time to time by the Airport Manager in accordance with this Lease ("the Permitted Use"). Lessee agrees not to engage in any other activity on the Leased Premises other than the Permitted Use and agrees not to use, develop, or occupy the Leased Premises in any manner contrary to the Lancaster Regional Airport Layout Plan or Airport Minimum Standards for any purpose other than that specified in this Lease, without the prior express written consent of City.

3.2 Ingress and Egress: Lessee, its employees, customer, guests, patrons, suppliers, vendors, and invitees shall have the right of ingress and egress to and from the Leased Premises. If the rights granted by this provision adversely affect Airport operations, City shall have the right, upon prior notice to Lessee, to restrict and/or limit hours in which such rights may be exercised, provided such restrictions do not unreasonably affect Lessee's ability to access and use the Leased Premises for the Permitted Uses.

3.3 Quiet Enjoyment: Upon payment of Rent and any required fees and the performance of the covenants, agreements, and conditions to be observed and performed by Lessee, Lessee shall peacefully and quietly have, hold, and enjoy the Leased Premises and privileges granted for the term of this Lease free from hindrance or interruption by City. Lessee agrees that temporary inconveniences such as noise, disturbances, traffic detours and the like, caused by or associated with the construction of Airport improvements or Airport events, shall not constitute a breach of quiet enjoyment of the Leased Premises, provided same do not materially adversely affect Lessee's ability to access and use the Leased Premises.

ARTICLE 4 TERM

4.1 Initial Lease Term: The initial term of this Lease shall be three (3) years commencing on May 1, 2011, and ending on April 30, 2014, ("the Initial Lease Term") unless sooner terminated in accordance with the provisions hereof.

4.2 Optional Extension of Term by Lessee: Lessee shall have the right to extend the term of this Lease for a two year period beginning May 1, 2014, and ending April 30, 2016, ("the Option Lease Term") upon City delivering written notice to Lessee of City's affirmative decision to exercise the option, which notice must be delivered by City not later than October 31, 2013.

4.3. Right of First Refusal: If prior to end of the Initial Lease Term or Option Lease Term, as applicable, City receives a solicited or unsolicited proposal from a third-party for the lease of the Leased Premises that City finds desirable and acceptable, City agrees to provide a copy of such proposal to Lessee. Not later than ten (10) days after delivery of such proposal to Lessee, Lessee shall notify City that it will enter into an agreement with the City on substantially the same terms as contained in the third-party proposal ("the Right of First Refusal"). Lessee's failure to enter such agreement within twenty (20) days after notifying City of its desire to enter such agreement shall terminate Lessee's right to enter such agreement as provided in this Section 4.3. Notwithstanding the above provisions, the Right of First Refusal granted in this Section 4.3 shall not be effective if:

A. Lessee is in default of this Lease at the time of receipt of the third-party proposal; or

B. During the term of this Lease, Lessee has been declared by City to be in default of this Lease three or more times and has provided a notice of default to Lessee, notwithstanding that Lessee may have cured said defaults to avoid termination of this Lease; or

C. Lessee has been delinquent on the payment of Rent more than three (3) times during the term of this Lease.

4.4 Holdover: In the event Lessee should hold over and remain in possession of the Leased Premises after the expiration of the term of this Lease or termination for any other cause, such holding over shall not be deemed to operate as a renewal or extension of this Lease and shall create a tenancy-at-will which may be terminated at any time by the Airport Manager or Lessee by providing one (1) day's written notice. The rents, fees, and/or other charges paid during the holding over period shall be equal to 150% of the monthly rents, fees, and/or other charges that were being charged by City at the time the Lease expired or was terminated.

ARTICLE 5 RENT

5.1 Amount of Rent: For the use and occupancy of the Leased Premises, Lessee agrees to pay Rent to the City as follows:

- A. For the period Initial Lease Term, Lessee will pay the Initial Rent.
- B. For the Option Lease Term, Lessee shall pay the Option Period Rent.

5.2 Payment of Rent: Rent shall be paid not later than the first (1st) day of each calendar month during the term of this Lease, with the first payment of Initial Rent being due on May 1, 2011, and a payment of Rent being due on the first (1st) day of each month thereafter during the Initial Lease Term and, if applicable, the Option Lease Term.

5.3 No Setoffs: Payment of Rent shall be absolutely net to City and shall be made without any abatement, deductions, reductions, set offs, or counterclaims of any kind.

5.4 Late Charges: A late charge of Five Percent (5%) shall be automatically added to any installment of Rent not received by City by the close of business of the 20th day of the month in which it is due. The late charge shall become part of the Rent due and owing to City. Only one late charge shall be assessed on each delinquent payment of Rent.

5.5 Payment Location: All payments of Rent or other amounts due under this Lease, if any, shall be made to City of Lancaster and sent to the attention of the Finance Department at P.O. Box 940, Lancaster, Texas 75146 or to such other place as City may in writing direct Lessee from time to time. The failure to make any payment of any amount due under this Lease when due may result in a termination of the Lease as provided in Article 12.

5.6 Interest on Unpaid Delinquent Amounts: Any amount of Rent or other fees or charges Lessee is required to pay City pursuant to this Lease and that remains unpaid for more than thirty (30) days after the amount was due shall accrue interest beginning on the 31st day after the payment was due at a rate equal to the lesser of (a) 18% or (b) the greatest amount allowed by law.

**ARTICLE VI
LESSEE'S OPERATIONS**

6.1 Conduct: Lessee shall take all reasonable measures to control the conduct, demeanor and appearance of its employees, agents, and invitees, while in the Leased Premises and ensure their compliance with all applicable federal, state, and local laws, ordinances, and regulations related to Lessee's use of the Leased Premises. Lessee will further conduct itself, and cause its employees, agents and invitees to conduct themselves, with full regard for the rights, convenience and welfare of all other tenants in the Terminal Building and on the Airport. All employees having contact with the public shall be courteous, clean, appropriately attired, and neat in appearance. Lessee agrees that it shall not permit any loud, abusive or obscene language or offensive acts or conduct on the Leased Premises by its employees. Should any employee or agent of Lessee fail to conduct themselves in accordance with the provisions of this Section 6.1, Lessee shall, upon written notice from City, take immediate corrective action with respect to such employee and otherwise take all reasonable steps necessary to resolve or remove the cause of the complaint.

6.2 Relation to Others: Lessee, for itself and its agents, and employees agree to maintain a friendly and cooperative, though competitive, relationship with other companies engaged in similar or like business or with other tenants on Airport property. Lessee shall not engage in open public disputes, disagreements, denigration or conflicts regarding activities at the Airport which would tend to deteriorate the quality of the service of Lessee or its competitors or other tenants or which would be incompatible with the best interest of the public at the Airport.

6.3 Prohibited Activities: Lessee shall not:

A. install or operate, or otherwise cause or authorize the installation or operation, of amusement machines, video or audio equipment (other than video or audio equipment related to any security or anti-theft system installed in the Leased Premises), automated teller machines, or vending machines in or upon the Leased Premises without the written approval of City; or

B. sell or serve, or authorize the sale or service, of alcoholic beverages, on the Leased Premises; or

C. sell, rent, or deliver, or authorize the sale, rental, or delivery, of books, magazines or other printed matter, or photographs, films, motion pictures or video cassettes which depict or describe sexual activities, or contain nudity or humans in a state of nudity, as those terms are defined in Lancaster Code of Ordinances §4.601, as amended; or

D. bring or allow onto the Airport or into the Leased Premises any animals;

E. install in or upon the Leased Premises any fixtures, machines, tools, equipment, or other items of personal property; or

- F. drill or make any holes in any brick or plaster; or
 - G. permanently affix to any door or wall any placard or decorative material;
- or
- H. commit any waste; or
 - I. make any material structural alterations or additions to the Leased Premises without the prior written consent of City.

**ARTICLE 7.
LESSEE MAINTENANCE OF LEASED PREMISES**

7.1 Installation, Presence and Removal of Personal Property Lease: Any personal property belonging to Lessee located on the Leased Premises located thereon shall be there at the sole risk of Lessee. City shall have no liability or responsibility for any theft, misappropriation or damage to any personal property belonging to Lessee or any customer of Lessee unless due to the willful misconduct of City. Lessee shall remove all equipment, trade fixtures, and systems owned by Lessee and installed in or upon the Leased Premises not later than five (5) days after termination or expiration of this Lease; provided, however, any such equipment, fixtures, or systems installed by Lessee that cannot be removed without permanently damaging the Leased Premises shall remain and become the sole property of City. Subject to the rights of any party holding a superior security interest in the equipment, fixtures, and systems, if Lessee fails to remove such property from the Leased Premises within five (5) days of termination or expiration of this Lease, then City retains the right to remove or have removed at the expense of Lessee all equipment, fixtures, and systems and Lessee agrees to pay City for such expense within fifteen (15) days after receipt of an invoice from City.

7.2 Signs: Lessee may, at its own expense and upon written approval by the Airport Manager (which shall not be unreasonably withheld), install signs in the Terminal Building at locations to be determined by the Airport Manager indicating the name, location, and hours of operation of Lessee's business in the Leased Premises. Such signs shall be consistent with the size, color, location, copy and manner of display of other signs throughout the Terminal Building. Lessee agrees to reimburse City for any damage or injury to the Leased Premises resulting from the installation, maintenance or removal of any such signs.

7.3 Hazardous Materials: Lessee shall not:

A. cause or allow any Hazardous Material, as defined in applicable federal or state laws or regulations, to be placed, stored, generated, used, released or disposed of, in, on, under, about, or transported from the Leased Premises; or

B. do, or allow to be done, any act, nor store any material, which will in any manner conflict with any term or provision of any policy of insurance insuring the Terminal Building or its contents.

7.4 Utilities: Lessee shall directly procure and promptly pay for all utilities and utility services including electricity, sewer, water, natural gas and telephone charges relating to the Leased Premises during the Term of this Lease.

7.5 General Maintenance: Lessee shall, at all times and at its expense, keep and maintain the Leased Premises, including all structural and other improvements installed in the Leased Premises, together with all of its fixtures, plate and mirror glass, equipment and personal property therein, in good repair and in a clean and orderly condition and appearance. Lessee shall keep the areas immediately adjacent to the exits and entrances to the Leased Premises clean and orderly and free of obstructions.

7.6 Preventive Maintenance: Lessee shall maintain and repair all interior areas and surfaces of the Leased Premises, including sweeping, washing, servicing, repairing, replacing, cleaning and interior painting that may be required to properly maintain the Leased Premises in a safe, clean, wholesome, sanitary, orderly and attractive condition. Lessee shall establish an adequate preventive maintenance program and the provisions of which shall be subject to periodic review by City, and which shall include, without limitation, the cleaning and repair of all floors, interior walls, ceilings, lighting, decor and equipment. Regardless of Lessee's compliance with its preventive maintenance program, Lessee shall clean such surfaces and equipment immediately upon being instructed to do so by City or by other governmental agencies having such authority.

7.7 Pest Control: Lessee understands and acknowledges that City desires and intends to maintain a pest free environment within the entire Terminal Building. Lessee shall be solely responsible for a pest free environment within its Leased Premises by maintaining its own pest control services, in accordance with the most modern and effective control procedures applicable to the Permitted Use. All materials used in pest control shall conform to Federal, State, and City laws, regulations and ordinances. All control substances utilized shall be used with all precautions to obviate the possibility of accidents to humans, domestic animals and pets. Whenever City deems that pest control services must be provided to a building or area that includes the Leased Premises, Lessee shall pay for the costs of services provided for the Leased Premises.

7.8 Quality of Work: Lessee covenants and agrees to make all repairs necessary or advisable to keep the Leased Premises from deteriorating in value or condition and to restore and maintain the Leased Premises, with the exception of normal wear and tear and aging consistent with normal office usage and time. City shall have the right and privilege, through its agents and officials, to make inspections of the Leased Premises and thereafter to make recommendations to Lessee of any repairs that in City's opinion are necessary to be performed by Lessee in the Leased Premises in accordance with the provisions of this Lease. Lessee agrees to complete such recommended repairs not later than the thirtieth (30) day after the date that such recommendations are made. Such repairs shall be made in an expeditious and workmanlike manner. In the event Lessee fails to commence such recommended repairs within the time required, City may, within its sole discretion, make such repairs as it deems necessary for and on behalf of Lessee; and, in such event, the cost of such repairs shall be paid by Lessee not later

than ten (10) days following receipt of a written request from City for reimbursement of such repair costs..

7.9 Refuse Disposal: Lessee shall immediately clean up all refuse, rubbish, scrap material and debris caused or generated by its use of the Leased Premises, so that the Leased Premises shall at all times present a clean, neat, sanitary and orderly appearance. Lessee shall provide and use covered receptacles of all garbage, trash and other refuse at the Leased Premises provided on the exterior of the Terminal Building. Lessee shall not use any trash receptacles located on the interior of the Terminal Building but exterior to the Leased Premises for depositing trash and other refuse. Lessee shall not allow boxes, cartons, barrels, or other items to accumulate in or upon the Leased Premises in an unsightly manner or in a manner that may pose a safety hazard of any kind. In the event City discontinues providing garbage removal services as it is currently providing, Lessee shall ensure the proper storage and removal from the Airport of all garbage, debris and other waste materials, whether solid or liquid, generated by or arising out of the operations and activities occurring on the Leased Premises, whether by Lessee or a third party occupying the Leased Premises. With respect to recyclable products, Lessee agrees to participate in the City's recycling program by depositing all recyclable products in the appropriate recycling container in lieu of the other trash receptacles.

ARTICLE 8. CITY MAINTENANCE OF AIRPORT

8.1 City Authority: While the Airport Manager has the authority to manage the Airport (including the authority to interpret, administer, and enforce agreements and policies and the authority to permit temporary, short-term occupancy/use of Airport property), Lessee understands and acknowledges that the ultimate authority to grant the occupancy/use of Airport land and/or improvements and/or the right to engage in an Aeronautical Activity at the Airport, and to approve, adopt, amend, or supplement any Lease, policy, or practice relating thereto is expressly reserved to City through the City Council.

8.2 Terminal Building Maintenance: City agrees, at City's sole expense, to maintain and repair the structural parts of the Terminal Building and other improvements exterior to the Leased Premises (including, without limitation, the roof, foundation and bearing and exterior walls, windows, window glass, plate glass, doors, pest control and extermination) and the parking lot, drives, sidewalks and common areas.

8.3 HVAC and Electricity: So long as Lessee is not in default of this Lease, City shall furnish the Leased Premises during reasonable and usual business hours the following services at Lessor's sole expense:

- A. Heat and air conditioning during the customary periods of the year when and to the same extent City furnishes heat and air-conditioning for other portions of the Terminal Building, and
- B. Electric current consisting of one hundred and ten (110) volt, sixty (60) cycle service for lighting and ordinary business appliances.

8.4 Airport Development: City reserves the right, but shall not be obligated to Lessee, to develop and/or improve the landing areas and/or other portions of the Airport as City determines in its sole discretion. City reserves the right to close any portion of the Airport and/or any of the facilities located thereon when it deems that such action is reasonably necessary to maintain, repair, or develop the Airport and/or facilities located thereon and/or for the safety of the general public; provided, however, that except in times of temporary emergency, adverse weather conditions, or public calamity, City shall use its best efforts at all times to keep the Airport open with sufficient access to, and use of, the Leased Premises by Lessee for the Permitted Use. City shall provide advance notice of any closures of the Airport to the extent possible.

8.5 War, National Emergency, Riot, or Natural Disaster: During time of war, national emergency, riot or natural disaster, City shall have the right to lease the Airport or any part thereof to the United States or the State of Texas for government or military use. In this case, any provisions of this Lease which are inconsistent with the provisions of any lease with a government entity shall be suspended for the term of the lease with the government entity.

8.6 Access to the Leased Premises: City and/or its representatives shall have the right to enter the Leased Premises at all times and for any purpose necessary, incidental to, or connected with the performance of Lessee and/or City's obligations under this Lease. City shall provide three (3) hours advance written notice (which shall include email transmission) prior to entering any non-public area except when City determines that emergency circumstances due to safety concerns require immediate entry without prior notice. Nothing herein shall be construed as restricting City and or its employees or agents from entering any part of the Leased Premises for purposes of carrying out any inspection related to the enforcement of City's ordinances and regulations.

8.7 Performance of Acts: All acts performable under this Lease by City or City Council may, at the option of City and without right of objection by Lessee, be performed by a representative or delegate of City.

8.8 Exercising Rights: No exercise of any rights reserved by City herein shall be deemed or construed as an eviction of Lessee nor shall such exercise be grounds for any abatement of rents, fees or charges nor serve as the basis for any claim or demand for damages of any nature whatsoever, unless such exercise materially interferes with the rights granted Lessee in this Lease.

8.9 Rights in Addition to Others: The rights and reservations set forth in Sections 8.1 through 8.8, inclusive, are in addition to all other rights and privileges reserved by City including those outlined under Federal and/or State Sponsor Assurances.

ARTICLE 9.
ADDITIONAL LESSEE OBLIGATIONS

9.1 Taxes, Assessments, and Fees: Lessee shall pay and discharge all taxes, assessments or other fees whether general or special, ordinary or extraordinary, charged by any government or quasi-governmental entity relating directly to the Leased Premises and/or the Permitted Use conducted at the Airport including leasehold (or possessory interest tax), personal property, income, excise, or any other business tax, assessment, or fee, as applicable. The foregoing notwithstanding, Lessee shall have the right, before delinquency occurs, of protesting, contesting, objecting to or opposing the legality or amount of any such tax, assessment or fee which Lessee deems, in good faith, are illegal or excessive; and in the event of such contest, Lessee may, to the extent provided by law, defer the payment of any such tax, assessment or fee. However, Lessee shall deposit with City that amount of any taxes that are not the subject of any contest and which are not in dispute to be held by City, in trust, until the conclusion of any tax contest and payment of any final determination.

9.2 Costs, Expenses, and Other Charges: Lessee shall pay all required costs, expenses and other charges or obligations of every kind and nature whatsoever relating to the Leased Premises and/or the Permitted Use, which may arise or become due during the term of this Lease.

9.3 Non-Discrimination: Lessee, in the conduct of its authorized use of the Leased Premises and/or on the Airport, shall furnish service on a fair, equal and just basis to all users thereof and shall charge fair and reasonable prices for each unit of sale or service; provided, however, that Lessee shall be allowed to make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchases, or classes of purchasers. Lessee further agrees as follows:

A. Lessee, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

(1) no person on the grounds of race, color, gender or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;

(2) in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination; and

(3) Lessee shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation and as said regulations may be amended. In the event of breach of any of the preceding nondiscrimination covenants, Lessee agrees that City has the right to take such

action against Lessee as the Federal government may direct to enforce this covenant, including termination of this Lease.

B. In accordance with these requirements, Lessee shall not discriminate in any manner against any employee or applicant for employment because of political or religious opinion or affiliation, sex, race, creed, color or national origin and further, Lessee shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

9.4 Insurance: Prior to the Effective Date of this Lease, without limiting any of the other obligations or liabilities of Lessee during the term of this Lease, Lessee shall purchase and maintain the herein stipulated minimum insurance with companies duly approved to do business in the State of Texas and satisfactory to City. Certificates of each policy shall be delivered to City before any Effective Date of this Lease, along with a written statement from the issuing company stating that said policy shall not be canceled, non-renewed or materially changed without thirty (30) days advance written notice being given to City, except when the policy is being canceled for nonpayment of premium, in which case ten (10) days advance written notice is required. Prior to the effective date of cancellation, Lessee must deliver to City a replacement certificate of insurance or proof of reinstatement.

A. The types and minimum amounts of coverage shall be as follows:

(1). Commercial General Liability Insurance, including independent contractor's liability and contractual liability covering, but not limited to, the liability assumed under the indemnification provisions of this Lease, fully insuring Lessee's liability for injury to or death of City's employees and any third parties, extended to include personal injury liability coverage, with damage to property of third parties, with minimum limits as set forth below:

| | |
|---|-------------|
| General Aggregate | \$1,000,000 |
| Products-Components Operations Aggregate | \$1,000,000 |
| Each Occurrence | \$1,000,000 |
| Medical Expense (any one person) | \$5,000 |

(2). Comprehensive Automobile and Truck Liability Insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage minimum limit of \$500,000 per occurrence; or separate limits of \$250,000 for bodily injury (per person), \$500,000 bodily injury (per accident), and \$100,000 for property damage. Such insurance shall include coverage for loading and unloading hazards.

(3). Workers Compensation – Statutory

(4) If owning or operating aircraft on the Airport, Aircraft Liability Insurance with coverage for bodily injury and property damage, including passengers, with a combined single limit of not less than \$1,000,000.

B. Each insurance policy to be furnished by Lessee shall include the following conditions by endorsement to the policy:

(1) Name the City as an additional insured as to all applicable coverage (except Workers Compensation);

(2) The term "City" shall include all authorities, boards, commissions, divisions, departments and offices of City and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of City;

(3) The policy phrase "other insurance" shall not apply to City where City is an additional insured on the policy; and

(4) All provisions of this Lease concerning liability, duty and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

C. Insurance furnished by Lessee shall be in accordance with the following requirements:

1. Any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by Lessee. City's decision thereon shall be final;

2. All liability policies required herein shall be written with an "occurrence" basis coverage trigger.

D. Lessee hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against City, it being the intention that the insurance policies shall protect all parties to the Lease and be primary coverage for all losses covered by the policies.

E. Companies issuing the insurance policies and Lessee shall have no recourse against City for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of Lessee.

F. Approval, disapproval or failure to act by Lessee regarding any insurance supplied by Lessee shall not relieve Lessee of full responsibility or liability for damages

and accidents as set forth in this Lease. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate Lessee from liability.

G. No special payments shall be made for any insurance that Lessee is required to carry; all are included in the agreement price and the agreement unit prices.

H. Any of such insurance policies required under this section may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

ARTICLE 10. INDEMNIFICATION

LESSEE AGREES TO INDEMNIFY, PROTECT, DEFEND, SAVE AND COMPLETELY HOLD HARMLESS CITY AND ITS CITY COUNCIL (INDIVIDUALLY AND COLLECTIVELY), REPRESENTATIVES, OFFICERS, OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS (HEREINAFTER REFERRED TO COLLECTIVELY IN THIS ARTICLE AS "CITY") FROM ANY AND ALL LIENS, CLAIMS, CHARGES, ENCUMBRANCES, DEMANDS, DAMAGES, FINES, OBLIGATIONS, SUITS, JUDGMENTS, PENALTIES, CAUSES OF ACTION, LOSSES, LIABILITIES, ADMINISTRATIVE PROCEEDINGS, ARBITRATION, OR COSTS OF ANY NATURE WHATSOEVER INCLUDING REASONABLE ATTORNEY'S FEES, AT ANY TIME RECEIVED, INCURRED, OR ACCRUED BY CITY RELATING TO THIS LEASE OR ARISING FROM DAMAGE OR INJURY OF ANY NATURE WHATSOEVER WHICH MAY RESULT FROM LESSEE'S POSSESSION, USE, OCCUPANCY, MANAGEMENT, MAINTENANCE, OR CONTROL OF THE LEASED PREMISES AND/OR THE CONDUCT OF LESSEE'S ACTIVITIES AT THE AIRPORT OR ARISING OUT OF LESSEE'S ACTIONS OR INACTIONS, REGARDLESS OF ANY SOLE OR CONCURRENT NEGLIGENCE OF THE CITY.

ARTICLE 11. DEFAULTS AND REMEDIES

11.1 Lessee Default: The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Lessee.

- A. The filing by Lessee of a voluntary petition in bankruptcy;
- B. The assignment of all or substantially all of Lessee's assets for the benefit of Lessee's creditors;
- C. A court making or entering any decree or order:
 - (1) adjudging Lessee to be bankrupt or insolvent;

(2) approving as properly filed a petition seeking reorganization of Lessee or an arrangement under the bankruptcy laws or any other applicable debtor's relief law or statute of the United States or any state thereof;

(3) appointing a receiver, trustee or assignee of Lessee in bankruptcy or insolvency or for its property; and

(4) directing the winding up or liquidation of Lessee and such decree or order shall continue for a period of (60) days.

D. The filing of any non-consensual lien against the Leased Premises resulting from any act or omission of Lessee which is not discharged or contested in good faith as determined by City by proper legal proceedings within sixty (60) days of receipt of actual notice by Lessee, unless Lessee posts a bond within this time period equal to the amount of the lien;

E. The voluntary abandonment by Lessee of the Leased Premises or its failure to maintain an on-going business at the Leased Premises for a period of thirty (30) days or more, coupled with the failure to pay Rent as provided in Article 5;

F. The transfer of Lessee's interest in a manner not authorized herein or by other operation of law;

G. Lessee becomes in arrears in the payment of the whole or any part of the amount(s) agreed upon herein for a period of thirty (30) days after the time such payments become due;

H. Intentional falsification by Lessee of any record which results in the deprivation of any Rent, fee or other charge from the City granted under this Lease;

I. The failure by Lessee to perform any of the covenants, conditions or obligations imposed on it by this Lease or any other Lease with City where the failure continues for a period of twenty (20) days after written notice from City; and

J. The transfer or assignment or attempted transfer or assignment of this Lease by Lessee, without securing prior written approval of City. It shall be understood for the purpose of this provision that negotiations by Lessee for the assignment or transfer of this Lease shall not be construed as "attempted transfer."

11.2 Failure to Cure Default: In the event of any default by Lessee that is not cured within twenty (20) days (five (5) days, if the default relates to the non-payment of Rent) of receiving notice from City, City may, in addition to any other remedies available to City, terminate this Lease. If the default concerns a failure to make payments to City; however, no written or other notice of default shall be required. If this Lease is terminated, any payments made to City shall be forfeited to City and Lessee shall have no rights to recover the payments.

This forfeiture shall not diminish nor limit City's right to recover such damages as may result from the default by Lessee.

11.3 Force Majeure: Notwithstanding the foregoing, no failure of either party to perform or delay in performance which is caused by any war, civil disorder or other national emergency or which is due to an intervening act of God shall be deemed an event of default.

11.4 Additional Remedies: In addition to the termination and forfeiture rights described in the preceding paragraphs, City shall have the following rights and remedies upon default by Lessee:

A. The recovery of any unpaid Rent, fees and other payments due and owing at the time of termination, plus any unpaid Rent and fees that would have been earned and other payments that would have been made in the Lease had not been breached by Lessee.

B. The recovery of any damages, costs, fees and expenses incurred by City as a result of the breach of the Lease by Lessee, including reasonable attorneys' fees and expenses.

C. The removal of all persons from the Leased Premises and the removal and storage at Lessee's expense of all of Lessee's property on the Leased Premises, in accordance with the law.

D. Any other right or remedy, legal or equitable, including specific performance, that City is entitled to under applicable law, whether stated in this Lease or not.

11.5 Lessee Continuing Obligations: No termination of this Lease following an uncured default shall relieve Lessee of the obligation to deliver and perform on all outstanding obligations and requirements prior to the effective date of the termination and Lessee's liabilities under this Lease shall continue.

11.6 Re-entry on Termination: In the event of any such termination as above enumerated, City shall have the right at once and without further notice to Lessee to enter and take full possession of the Leased Premises occupied by Lessee under this Lease in accordance with the law. Upon the termination of this Lease for any reason, Lessee shall yield up the Leased Premises, including any facilities, fixtures and equipment, and the City Equipment, to City in the same condition as when received, reasonable and ordinary wear and tear excepted.

11.7 Cost of Re-Entry: Upon termination of this Lease, Lessee covenants and agrees to pay and discharge all reasonable costs, attorney's fees and expenses that may be incurred by City in enforcing the covenants, conditions and agreements of this Lease, re-entering and/or repossessing the Leased Premises, restoring the Leased Premises to the condition by this Lease, and protecting the Leased Premises.

**ARTICLE 12.
TERMINATION**

This Lease shall terminate upon any of the following events:

- A. Mutual written agreement of the parties;
- B. Upon the end of the Lease Term, including any extensions thereof by exercise of the Option Lease Term, as set forth in Article 4, above;
- C. Lessee providing written notice to City not later than thirty (30) days prior to the date of termination; provided, however, Lessee's termination of this Lease pursuant to this Article 12 shall not relieve Lessee of any obligations to pay Rent or other fees to City that accrued prior to the date of termination, which obligations shall survive the termination of this Lease; and
- D. Upon Lessee's failure to cure any default of this Lease following the notice provided in this Lease, including, but not limited to, any one or more of the events described in Article 11, above.

**ARTICLE 13.
NO WAIVER**

No failure on the part of either party to enforce any of the terms and/or conditions set forth in this Lease shall be construed as or deemed to be a waiver of the right to enforce such terms and/or conditions. The acceptance by City of any Rent, fee or other payment shall not be construed as or deemed to be a waiver by City of any breach by Lessee of any covenant, condition or obligation.

**ARTICLE 14.
DAMAGE TO LEASED PREMISES**

If at any time during the Term of this Lease any part of the Leased Premises is damaged or destroyed, City shall be under no obligation to rebuild or repair the damaged or destroyed portion of the Leased Premises. This Lease shall terminate and Lessee shall be obligated to pay Rent only through the date the event causing the damage occurred if the damage is to such extent that Lessee is unable to use the Leased Premises for the Permitted Use and City elects to not make such repairs.

**ARTICLE 15.
MISCELLANEOUS**

15.1 Assignment: No portion of this Lease may be assigned without the prior express written consent of City. In the event this Lease is assigned, Lessee shall remain liable to City for the remainder of the term of the Lease to pay to City any portion of rents, fees, and/or other charges not paid by the assignee when due. The assignee shall not assign the Lease without the

prior express written consent of City and any assignment by Lessee shall contain a provision to this effect. Further, any assignee of Lessee shall be bound by the terms and conditions of this Lease. Any assignment without City's prior express written consent shall be null and void and, at City's election, shall constitute a default.

15.2 No Subleasing: Lessee shall not sublease the Leased Premises (or any part of the Leased Premises) or subcontract any operation or service it performs or is permitted to perform, without the prior express written consent of the City, which consent may be withheld at the sole discretion of City. A sublease made contrary to the requirements of this section shall be null and void. Unless otherwise stated in a written consent, a sublease is subject to all of the terms and conditions of the Lease. In addition, the Lessee shall at all times assume total responsibility for the acts and omissions of a sublessee and/or subcontractor.

15.3 Encumbrances: Lessee shall have no authority, express or implied, to create any lien, charge or encumbrance upon the Leased Premises or its leasehold interest created by this Lease. Lessee shall further not allow the Leased Premises to be or become subject to any non-consensual lien (including mechanic's liens), charge or encumbrance whatsoever. Lessee acknowledges and understands that the Leased Premises are owned by City, a Texas governmental entity, and as such, as a matter of law, no lien may attach to the Leased Premises and is void.

15.4 Landlord's Lien: Lessee hereby grants a lien to City upon all personal property owned by Lessee in or on the Leased Premises as a possessory pledge to secure the timely performance by Lessee of all its obligations hereunder. In the event of default of this Lease by Lessee, City is authorized to seize and hold all of the personal property belonging to Lessee on the Leased Premises to secure such performance, to sell same at public or private sale and to apply the proceeds thereof first to pay the expenses of the sale, and to pay all amounts due to City hereunder, holding the balance remaining subject to Lessee's order. A copy of this Lease shall be the only warrant required.

15.5 Non Partnership or Joint Venture: Nothing in this Lease is intended to nor shall be construed as in any way creating or establishing the relationship of partners between City and Lessee or as constituting either party as the agent, representative, or employee of the other party for any purpose or in any manner whatsoever, or of creating any joint enterprise of the parties.

15.6 Binding Effect: This Lease shall be binding on and shall inure to the benefit of the heirs, legal representatives, successors and assigns of the parties hereto.

15.7 Subordination: This Lease is subject and subordinate to the provisions of any existing or future agreements between the City and the United States or the State of Texas relating to the operation, management, maintenance, planning, and/or development of the Airport the terms and execution of which have been (or may be) required as a condition precedent to receiving federal and/or state funds for the development of the Airport and Lessee further agrees to conduct its operations under this Lease in accordance with and be subject to all obligations (including grant assurances), existing and future, of City to any regulatory authority. Should this

Lease contain provisions in conflict therewith, the latter shall control, and the terms of this Lease shall be modified accordingly.

15.8 Governing Law; Venue: This Lease shall be deemed to have been made and shall be construed in accordance with the laws of the State of Texas. Venue shall be in Dallas County, Texas.

15.9 Headings: All section, paragraph, and subparagraph headings contained in this Lease are for the convenience in reference only, and are not intended to define or limit the scope of this Lease or any provision therein.

15.10 Severability: In the event that any provision in this Lease is held to be invalid by any court of competent jurisdiction, the invalidity of any such provision shall in no way affect any other provision in this Lease, provided that the invalidity of any such provision does not materially prejudice either City or Lessee in their respective rights and obligations contained in the valid provisions of this Lease.

15.11 Counterparts: This Lease has been executed in several counterparts, each of which shall be deemed an original.

15.12 Amendments: Any modification, alteration, or amendment to the Lease shall be made in writing, agreed to, and approved by both parties.

15.13 Notices: Whenever any notices required by this Lease are to be made, given or transmitted to the parties, such notice shall be hand delivered or sent by certified mail, postage prepaid, and addressed to:

If to City:

Airport Manager
LANCASTER REGIONAL AIRPORT
P.O. Box 940
Lancaster, Texas 75146

If to Lessee:

With Copy to:

Robert E. Hager
Nichols, Jackson, Dillard, Hager & Smith, LLP
500 N Akard, Suite 1800
Dallas, Texas 75201

With Copy to:

The parties may, from time to time, designate to each other in writing a different address or different entity or entities to which all such notices, communications, or payments shall be given or made.

15.14 Entire Agreement: This Lease contains and embodies the entire agreement between the parties and supersedes and replaces any and all prior agreements, understandings and promises on the same subject, whether written or oral.

(Signatures on Following Page)

CITY/LESSOR:

SIGNED AND AGREED this ____ day of _____, 2011.

CITY OF LANCASTER, TEXAS

By _____
Opal Mauldin Robertson, City Manager

ATTEST:

Dolle K. Downe, City Secretary

LESSEE:

SIGNED AND AGREED this ____ day of _____, 2011.

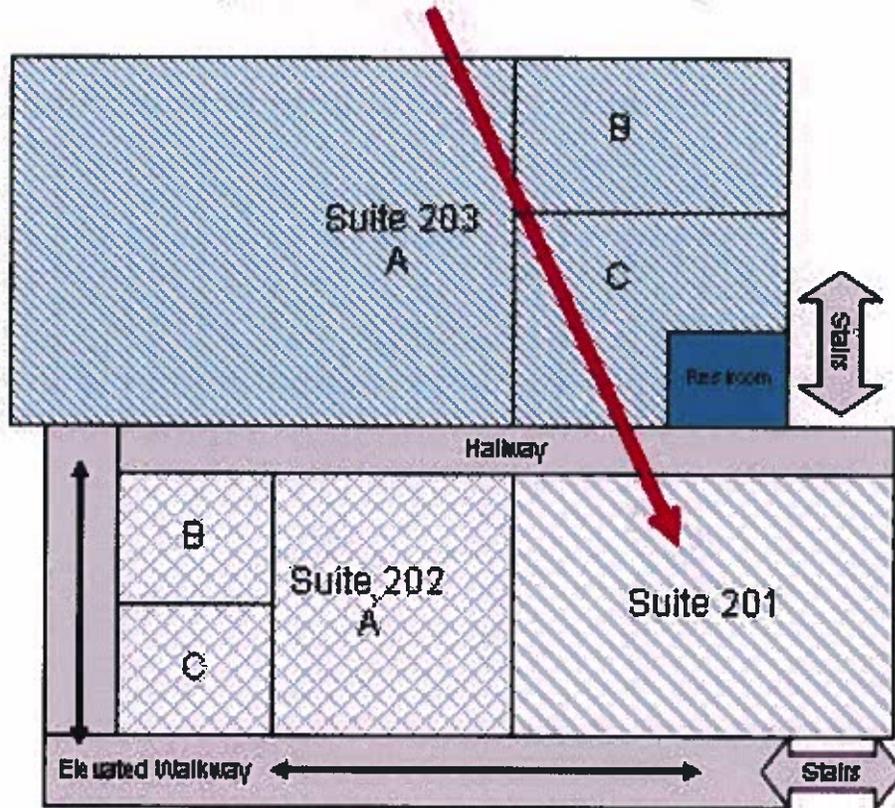
AVIATOUR, INC.

By _____
Kenneth R. Madrid, Executive Vice-President

EXHIBIT "A"
DEPICTION OF LEASED PREMISES



Exhibit C
730 Ferris Road, Lancaster, Texas 75146
Suite # 201
Lancaster Municipal Airport
Second Floor Office
Airport Terminal Building
Approximately 440 SF



Not To Scale

LANCASTER CITY COUNCIL
Agenda Communication for
April 25, 2011

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AG11-004

Consider a resolution of the City Council of the City of Lancaster, Texas, approving the terms and conditions of an Interlocal Agreement by and between the City of Lancaster and Dallas County Schools (DCS) to provide transportation services to Lancaster Parks and Recreation Department at a unit price; authorizing the City Manager to execute said agreement; repealing all resolutions in conflict; providing a severability clause; and providing an effective date.

This request supports the City Council 2010-2011 Policy Agenda.

Goal 1: Financially Sound City Government

Background

The Parks and Recreation Department, at the request of City Council, in an effort to increase program offerings and generate additional revenues, implemented an after school program during the school year and will continue to offer a Summer Enrichment Camp each summer. The paid summer camp program provides daily activities onsite as well as weekly field trips. In addition to the existing transportation available in the Parks and Recreation fleet, the bus service will provide reliable and insured transportation services for these activities.

Considerations

- **Operational** – Use of an Interlocal Agreement with the Dallas County Schools allows staff to utilize the County's bus service on an "as needed" basis.
- **Legal** – The use of a cooperative agreement is in accordance with Section 791 of the Texas Government Code. The City Attorney has reviewed the Agreement.
- **Financial** – The current budget for the summer camp program is contingent upon registration. Expenses will not exceed projected income.

Projected 60 youth @ \$80 per week X 8 weeks = \$38,400

| | | |
|------------------------------|-----------|---|
| Transportation Hourly Rates: | \$ 192.00 | First 4 Hours |
| | 48.00 | Each Additional Hour |
| | 192.00 | Cancellation at point of pick up |
| | 25.00 | Cancellation with less than 24-hour notice |

- **Public Information** - There are no public information requirements.

Options/Alternatives

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

Recommendation

Staff recommends approving the Interlocal Agreement with Dallas County Schools as presented.

Attachments

- Resolution
- Interlocal Agreement

Prepared and submitted by:

Dawn Berry, Purchasing Agent
Sean Johnson, Director Parks & Recreation

Date: April 14, 2011

RESOLUTION NO. 2011-04-36

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF LANCASTER AND DALLAS COUNTY SCHOOLS (DCS) TO PROVIDE TRANSPORTATION SERVICES TO LANCASTER PARKS & RECREATION DEPARTMENT AT THE UNIT PRICES LISTED; AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE AN INTERLOCAL AGREEMENT; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lancaster, Texas, pursuant to the authority granted under Section 791.001 of the Texas Government Code desires to participate in the agreement; and

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

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

- Section 1.** That the terms and conditions of the agreement attached hereto and incorporated herein by reference as Exhibit "A", having been reviewed by the City Council of the City of Lancaster and found to be acceptable and in the best interests of the City of Lancaster and its citizens are hereby in all things approved.
- Section 2.** That the City Council of the City of Lancaster, Texas hereby authorizes the City Manager to enter into and execute the agreement.
- Section 3.** That any prior Resolution of the City Council in conflict with the provisions contained in this Resolution are hereby repealed and revoked.
- Section 4.** That should any part of this Resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.
- Section 5.** That this Resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY PASSED AND APPROVED by the City Council of the City of Lancaster, Texas, on this the 25th day of April 2011.

ATTEST:

APPROVED:

Dolle K. Downe, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

**INTERLOCAL AGREEMENT TO PROVIDE TRANSPORTATION SERVICES
BETWEEN THE CITY OF LANCASTER, TEXAS AND DALLAS COUNTY SCHOOLS**

WHEREAS, Dallas County Schools (“DCS”) is a political subdivision of the State of Texas and the City of Lancaster, Texas (the “City”) is a Texas municipal corporation; and

WHEREAS, the City desires DCS to provide transportation services to its Park and Recreation Department.

NOW THEREFORE, DCS and the City enter into this Agreement pursuant to the authority of Texas Government Code, Chapter 791, the Interlocal Cooperation Act, in order for DCS to provide transportation services to the City’s Park and Recreation Department for the mutual consideration as stated herein:

1. TERM

This Agreement is effective April 25, 2011, for a one (1) year period (April 25, 2011 through April 24, 2012) (the “Initial Term”), unless written notice of earlier termination is given by either party to the other, as provided herein. After the Initial Term, this Agreement shall automatically renew for additional one (1) year terms (“Renewal Term(s)”), up to three (3) additional years, subject to the termination provision set forth below.

2. RELATIONSHIP OF THE PARTIES

Each party is acting independently; neither is an agent, servant, or employee of the other; and the parties are not engaged in a joint enterprise. DCS represents that it has, or will secure at its own expense, all personnel and consultants required in performing the transportation services under this Agreement. No officer and/or member of the governing body of the City and/or DCS shall participate in any decision relating to this Agreement which affects their personal interest or have any pecuniary interest in this Agreement or process thereof.

3. SCOPE OF WORK/RESPONSIBILITIES OF THE PARTIES

A. RESPONSIBILITIES OF DCS. DCS agrees to:

- 1) Provide transportation services for the City’s Park and Recreation Department on an as needed basis at the cost of \$192.00 for the first four hours and \$48.00 for each additional hour of service thereafter. DCS shall charge the City \$192.00 if services are cancelled at the point of pick-up and \$25.00 for any other cancellation with less than 24-hour notice.
- 2) Invoice the City on the first (1st) of each month for the transportation services provided under this Agreement. Payment is due within 30 days after receipt of the invoice to avoid interruption of services.
- 3) Assume sole responsibility for employing, assigning, managing, dismissing, and disciplining drivers, monitors, and all other transportation employees. DCS employs school bus drivers certified in accordance with standards and qualifications adopted by

the Texas Department of Public Safety. DCS shall perform necessary criminal record background inquiries on its employees, including compliance with fingerprinting requirements, as well as drug and alcohol testing as required by law. DCS meets or exceeds the safety standards for school buses established by the Texas Department of Public Safety and the Texas Education Code.

- 4) Notify the City immediately in the event of a motor vehicle accident or other bus incident involving City passengers. Upon request, information regarding any accident or incident shall be made available to authorized City staff.

B. RESPONSIBILITIES OF THE CITY. The City agrees to:

- 1) Designate a City employee who shall be authorized to request transportation services on behalf of the City's Park and Recreation Department. The City shall also designate an authorized sponsor to be present on every trip provided for by the City's Park and Recreation Department.
- 2) Pay DCS all undisputed amounts due under this Agreement, within thirty (30) days of the receipt of any invoice. The City shall not be required to pay any disputed amount pending resolution of the dispute, if the City has notified DCS of the disputed amount within fifteen days of the City's receipt of the applicable invoice or request for reimbursement.
- 3) Immediately refer, in writing, any complaint or allegation, from any source, regarding a DCS transportation employee(s), directly to DCS.
- 4) Refer all requests from the media for information/comments related to transportation to the Public Information Office of DCS (214) 944-4502 (or such other telephone number as may be provided to the City in writing) for handling, as appropriate.
- 5) Upon notification by DCS of a motor vehicle accident or other bus incident involving City passengers, inform guardians of any passengers involved in the accident or incident as necessary.

4. TERMINATION

Either party may terminate this Agreement and any renewal thereof, with or without cause, by sending thirty (30) days prior written notice to the other party. DCS shall have the right to terminate this Agreement at any time for cause should the City fail to make payment of any undisputed amount required under this Agreement, if DCS has sent written notice of any such failure to make payment to the City and given the City fifteen (15) from the date the City receives such notice to cure the failure to make payment.

5. NOTICE

Any notice, demand or request required or permitted to be given under this Agreement shall be deemed given if reduced to writing and delivered in person, shipped by overnight delivery by a recognized carrier such as UPS or FedEx, or deposited with the United States Post Office in the form of certified

mail, postage pre-paid return receipt requested, to the party who is to receive any such notice, demand or request, at the respective address set forth below. Such notice, demand, or request shall be deemed to have been given upon actual receipt.

1. Notices to City: Dawn Berry, Purchasing Agent
City of Lancaster
211 N. Henry
PO Box 940
Lancaster, TX 75146

2. Notices to DCS: Rick D. Sorrells, Ed.D,
Superintendent
Dallas County Schools
612 North Zang Boulevard
Dallas, Texas 75208-4329

6. LIABILITY

Each party to this Agreement shall be responsible for its own acts of negligence. Where injury or property damage results from the joint or concurrent negligence of both parties, liability, if any, shall be shared by each party on the basis of comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses available to them, including governmental immunity. Neither party shall be responsible to the other for any negligent act or omission. These provisions are solely for the benefit of the parties hereto and not for the benefit of any person or entity not a party hereto; nor shall any provision hereof be deemed a waiver of any defense available by law.

7. CHOICE OF LAW AND VENUE

In providing services under this Agreement, DCS must observe and comply with all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable federal, state and local statutes, ordinances, rules and regulations. This Agreement shall be governed by Texas law and exclusive venue shall lie in Dallas County, Texas. All statutes and law stated herein shall be updated as amended.

8. AMENDMENTS AND CHANGES IN THE LAW

No modification, amendment, or other alteration of this Agreement shall be effective unless mutually agreed upon in writing, duly authorized and executed by the parties hereto. Any alteration, addition or deletion to the terms of this Agreement that are required by changes in federal or state law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law.

9. SEVERABILITY

If any provision of this Agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions herein. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated

10. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto and supersedes any other prior or contemporaneous agreement concerning the subject matter of this transaction, whether oral or written.

11. BINDING EFFECT

This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit and be binding upon the successors and assigns of the parties hereto, as well as the parties themselves.

12. DEFAULT/CUMULATIVE RIGHTS/MITIGATION

It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Agreement are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or otherwise. Both parties have a duty to mitigate damages.

13. ASSIGNMENT

Neither party shall transfer or assign its interest in this Agreement without the prior written consent of the other party. Each party understands that in the event that all or substantially all of its assets are acquired by another entity, they are still obligated to fulfill the terms and conditions of this Agreement.

14. COUNTERPARTS, NUMBER/GENDER AND HEADINGS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Words of any gender used in this Agreement shall be held and construed to include any other gender, any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

15. GOVERNMENTAL IMMUNITY

This Agreement is expressly made subject to DCS's and the City's governmental immunity, including but not limited to the Texas Civil Practice and Remedies Code and all applicable state and federal law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that the parties have by operation of law. Nothing herein is intended to benefit any third-party beneficiaries to this Agreement.

16. PREVENTION OF FRAUD AND ABUSE

DCS shall establish, maintain, and utilize internal management procedures sufficient to provide for the proper and effective management of all activities funded under this Agreement. Any known or

suspected incident of fraud or program abuse involving DCS employees or agents that involve funds or activities under this Agreement shall be reported immediately by the City to the Office of the Inspector General for appropriate action. Moreover, DCS warrants to be not listed on a local county, state or federal consolidated list of debarred, suspended, and ineligible contractors and grantees. DCS shall, upon notice, refund expenditures of the City that are contrary to this Agreement and deemed inappropriate by the City. Said notice requires that the party provide written notice of such claims and include the evidence and reasons for such change.

17. FISCAL FUNDING CLAUSE

Notwithstanding any provisions contained herein, the obligations of the parties under this Agreement are expressly contingent upon the availability of funding for each item and obligation contained herein for the term of the Agreement. Neither party shall have a right of action against the other in the event the other party is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that one party is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, that party, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to the other party at the earliest possible time prior to the end of its fiscal year. However, if the City terminates, it shall be required to pay DCS for services already received at the time it gives notice. In the event that a party is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, the other party may immediately terminate this Agreement.

18. CONFIDENTIALITY

Both parties shall safeguard and adhere to all confidentiality, privacy, and security requirements according to applicable federal, state, and local rules and regulations for the privacy and security of all information, including without limitation, any FERPA or HIV/AIDS-related information, accessed while performing this Agreement.

19. PROMPT PAYMENT ACT

DCS agrees that a temporary delay in making payments due to City accounting disbursement procedures shall not place the City in default of this Agreement and shall not render the City liable for interest or penalties, provided such delay does not exceed thirty (30) days after receipt of the invoice. Any payment not made within thirty (30) days after the receipt of an invoice shall bear interest in accordance with Chapter 2251, Texas Government Code, as amended.

20. FORCE MAJEURE

Neither the City nor DCS shall be deemed in violation of this Agreement if either is prevented from performing any of the obligations hereunder by reason of, for or through strikes; stoppage of labor; riot; flood; storm; invasion; insurrection; accident; government regulation; order of court, judge or civil authority; an act of God; or any cause reasonably beyond the party's control and not attributable to its neglect. In the event of such an occurrence, the time for performance of such obligations or duty shall be suspended until such time that such disability to perform, for which the party is not responsible or circumstance beyond its control, shall be removed. The party claiming the suspension shall give notice of such impediment or delay in performance to the other party within ten (10) days

of the knowledge of such occurrence. Each party shall make all reasonable efforts to mitigate the effects of any suspension.

21. SIGNATORY WARRANTY

Each person signing and executing this Agreement on behalf of a party, or representing himself as signing and executing this Agreement on behalf of a party, warrants and guarantees that he or she, has been duly authorized by the party to execute this Agreement on behalf of the party and to validly and legally bind the party to all terms, performances, and provisions herein.

IN WITNESS WHEREOF, the parties hereto have executed this Interlocal Agreement to Provide Transportation Services between Dallas County Schools and the City of Lancaster, Texas effective April 25, 2011.

DALLAS COUNTY SCHOOLS

CITY OF LANCASTER, TEXAS

By: _____
Rick D. Sorrells, Ed. D.
Superintendent of DCS

By: _____
Opal Mauldin-Robertson
City Manager

Date: _____

Date: April 25, 2011

LANCASTER CITY COUNCIL
Agenda Communication for
April 25, 2011

5

AG11-005

Consider a resolution of the City Council of the City of Lancaster, Texas, adopting the City of Lancaster 2011 Electronic Records Management Policy to provide for uniform management of City electronic records in accordance with state law; providing a repealing clause; and providing an effective date.

This request supports the City Council 2010-2011 Policy Agenda.

Goal 4: Professional & Committed Workforce

Background

At the work session on April 18, Council did not have any questions regarding the proposed Electronic Records Management Policy and requested that the item be placed on the April 25, 2011 City Council meeting.

The City Secretary is responsible for the City's Records Management Program under an ordinance adopted in November 1990. The ordinance provides for management of all City records in accordance with state law and under the Texas State Library and Archives Commission retention schedules as adopted by City Council.

Technology has greatly enhanced the ability of staff to conduct City business and manage documents in an electronic format through software programs for specific areas and/or processes. Some examples include online employment applications, bid submittals, work orders for City fleet maintenance and code compliance.

Maintaining a City record or document in electronic form does not relieve the City of its responsibilities to ensure the record is secure, retained and subsequently destroyed in accordance with the state retention schedule. The record must remain available to the public as prescribed by the Texas Public Information Act.

Considerations

- **Operational** – The purpose of the Electronic Records Management Policy is to establish uniform procedures for the management of records held in electronic form by the City. Chapter 205 of the Texas Local Government Code outlines the requirements for electronic storage of records. The attached proposed Electronic

Records Management Policy addresses the state requirements and provides a procedure for the management of electronic records.

The policy will gather data about the records currently maintained in electronic form, their retention schedule and destruction method, and ensure that the City has up-to-date documentation about all electronic records systems that is adequate to specify the technical characteristics necessary for reading, processing or retention of the records.

Following adoption of the policy, the City Secretary will solicit information regarding records and software used for electronic records. In addition, training will be provided to appropriate staff regarding applicable laws for maintenance and destruction of electronic records under the policy.

It is important to note that the retention period of an email is determined by its content and function. As such, the Electronic Records Management Policy simply describes proper retention of email messages. Email messages are stored on the City's server for a two year period. This policy's primary focus is on electronic records maintained, as well as the hardware and software necessary to access the data.

- **Legal** – The City Attorney has reviewed the resolution and Electronic Records Management Policy and approved as to form.
- **Financial** – There is no direct cost to the City in the implementation of this policy.
- **Public Information** – There are no public information requirements for the adoption of this policy.

Options/Alternatives

1. City Council may adopt the Electronic Records Management Policy as presented.
2. City Council may adopt the policy with modifications.
3. City Council may deny the resolution. Adoption of a policy for the management of electronic records is important to ensure compliance with state law regarding records management.

Recommendation

Staff recommends adoption of a citywide Electronic Records Management Policy.

Attachments

- Resolution
- Draft Electronic Records Management Policy

Agenda Communication
April 25, 2011
Page 3

Prepared and submitted by:
Dolle K. Downe, City Secretary

Date: April 19, 2011

RESOLUTION NO. 2011-04-37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, ADOPTING THE CITY OF LANCASTER 2011 ELECTRONIC RECORDS MANAGEMENT POLICY TO PROVIDE FOR UNIFORM MANAGEMENT OF CITY ELECTRONIC RECORDS IN ACCORDANCE WITH STATE LAW; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council adopted a Records Management Program in November 1990 to provide for the management of all City records in accordance with state law and the Texas State Library and Archives Commission retention schedules as adopted by City Council; and

WHEREAS, technology has enhanced the ability of staff to conduct city business and manage documents in electronic format through software programs; and

WHEREAS, the City Council desires to ensure that all City records are efficiently managed and maintained for its citizens;

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

Section 1. That the City of Lancaster 2011 Electronic Records Management Policy, attached hereto and incorporated herein by reference as Exhibit "A", having been reviewed by the City Council of the City of Lancaster and found to be acceptable and in the best interests of the City of Lancaster and its citizens is hereby in all things approved.

Section 2. That any prior Resolution of the City Council in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

Section 3. That this Resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY PASSED AND APPROVED by the City Council of the City of Lancaster, Texas, on this the 25th day of April 2011.

ATTEST:

APPROVED:

Dolle K. Downe, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

CITY OF LANCASTER, TEXAS

2011 Electronic Records Management Policy

I. PURPOSE AND SCOPE

Ordinance No. 36-90 established the City's Records Management Program. Under the City's Records Management Program, it is the City's policy to provide for efficient, economical and effective controls over the maintenance and disposition of all City records consistent with the requirements of the Texas Local Government Records Act and other applicable state law. The purpose of this policy is to establish uniform procedures for the management of electronic records of the City.

II. RESPONSIBILITIES

- a. The City of Lancaster shall implement, maintain and communicate to all employees a policy on electronic records management that ensures the efficient management of electronic records.
- b. The City Secretary is designated as the Records Management Officer for the City under Section 1.705 of Ordinance No. 36-90.
- c. Department Heads are ultimately responsible for the records management program in their department.
- d. Any City employee who creates or receives a local government record is considered a "custodian of records" and as such, shall maintain the record, including records in electronic form, in his/her care and carry out preservation, destruction, or other disposition only in accordance with the policies and procedures of the City's records management program.

III. DEFINITIONS

- a. "Database" means (A) collection of digitally stored data records, (B) collection of data elements within records within files that have relationships with other records within other files.
- b. "Database Management System" (DBMS) means set of programs designed to organize, store, and retrieve machine-readable information from a computer-maintained database or data bank.
- c. "Data file" means related numeric, textual, sound, or graphic information that is organized in a strictly prescribed form and format.
- d. "Electronic media" means all media capable of being read by a computer including computer hard disks, magnetic tapes, optical disks, or similar machine-readable media.
- e. "Electronic record" means any information that is recorded in a form for computer processing and that satisfies the definition of local government record data.

- f. "Electronic records system" means any information system that produces, manipulates, and stores local government records by using a computer.
- g. "Electronic storage" means the maintenance of local government record data in the form of digital electronic signals on a computer hard disk, magnetic tape, optical disk, or similar machine-readable medium.
- h. "Local government record" means any document, paper, letter, book, map, photograph, sound or video records, microfilm, magnetic tape, electronic medium, or other information regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by the local government or any of its officers or employees pursuant to law, including an ordinance, or in the transaction of public business.
- i. "Local government record data" means the information that by law, regulation, rule of court, ordinance, or administrative procedure in a local government comprises a local government record.
- j. "Source document" means the local government record from which local government record data is obtained for electronic storage.

IV. GENERAL

- a. Any local government record data may be stored electronically in addition to or instead of source documents in paper or other media subject to the requirements of the Texas Local Government Code.
- b. If a record is maintained electronically, the electronic data, as well as the hardware and software necessary to access the data must be retained for the retention period assigned to the record, unless backup copies of the data are retained in paper form.
- c. Before the electronic storage of any local government record data of permanent value or whose retention period is at least ten years, the City's Records Management Officer shall submit an electronic storage authorization request to the Texas State Library and Archives Commission's director and librarian for approval. If the request is approved, the local government record data may be stored electronically.

V. CREATION AND USE OF DATA FILES

In coordination with the Records Management Officer, Department Heads shall provide up-to-date technical documentation for each electronic records system that produces, uses and stores data files to include: (1) a narrative description of the system; (2) the physical and technical characteristics of the records, including a record layout that describes each field including its name, size, starting or relative position, and a description of the form of the data or a data dictionary, or the equivalent information associated with a database management system including a description of the relationship between data elements in databases; and (3) any other technical information needed to read or process the records.

VI. SECURITY OF ELECTRONIC RECORDS

In coordination with the Information Technology Department, Department Heads will ensure that only authorized personnel have access to electronic records and that records generated electronically are created by the same processes each time and have a standardized retrieval approach.

Information Technology Department will provide for backup and recovery of records to protect against information loss. A duplicate copy of essential records and any software or documentation required to retrieve and read the records will be maintained in a storage area located in a separate building from the building where the records that have been copied are maintained.

VII. MAINTENANCE OF ELECTRONIC RECORDS STORAGE MEDIA

Electronic records will be periodically recopied to the same electronic media as required and/or transfer of data from an obsolete technology to a supportable technology. The migration strategy for the data and upgrading equipment as technology evolves shall be documented including name of the department responsible for the records; descriptive title of the contents; dates of creation and authorized disposition date; security classification; identification of the software and hardware used; and system title, including the version number of the application.

The storage areas for magnetic tapes or optical disks shall be maintained in accordance with standards set by the Texas State Library and Archives Commission.

VIII. RETENTION OF ELECTRONIC RECORDS

Electronic records and any software, hardware, and/or documentation, including maintenance documentation, required to retrieve and read the electronic records shall be retained as long as the approved retention schedule for the electronic records.

Retention procedures shall include scheduling the disposition of all electronic records, according to statutory requirement, as well as related software, documentation, and indexes; and provide for regular recopying, reformatting, and other necessary maintenance to ensure the retention and usability of electronic records until the expiration of their retention periods.

Retention of email messages is determined by its content and function. It is the responsibility of the user of the email system to manage email messages according to the City's retention schedule. More specifically, it is the responsibility of the sender of email messages with the City's email system and recipient of messages from outside the City to retain the messages for the approved retention period.

IX. DESTRUCTION OF ELECTRONIC RECORDS

Electronic records may be destroyed only in accordance with the Texas Local Government Code, Section 202.001 and retention schedules adopted by the City Council.

X. PUBLIC ACCESS TO ELECTRONIC RECORDS

An electronic recordkeeping system shall not impede access to any records available to the public under the Texas Public Information Act.

XI. VIOLATION OF POLICY

Employees found to have violated any provision of this policy may be subject to appropriate disciplinary action as determined by the Department Head and/or City Manager.

LANCASTER CITY COUNCIL
Agenda Communication for
April 25, 2011

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AG11-006

Consider a resolution of the City Council of the City of Lancaster, Texas, declaring certain board, commission and committee position(s) vacant due to excessive absences; and providing an effective date.

This request supports the City Council 2010-2011 Policy Agenda.

Goal 6: Civic Engagement

Background

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

City Council asked to review the attendance records on a quarterly basis. Attached are attendance records updated through March 2011 for the following boards:

- Airport Advisory Board
- Animal Shelter Advisory Committee
- Economic Development Corporation Board (4A)
- Historic Landmark Preservation Committee
- Library Advisory Board
- Parks and Recreation / Recreational Development Corporation Board (4B)
- Planning and Zoning Commission
- Property Standards and Appeals Board
- Youth Advisory Committee
- Zoning Board of Adjustment

Considerations

A review of the attendance records indicates the following member did not meet attendance standards.

Library Advisory Board

Francil Morris - alternate member (term expires July 2011)

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

Staff talked with Ms. Morris in October since she had not attended the first meeting following her appointment. She made a commitment to attend meetings. The Library Advisory Board generally meets quarterly and Ms. Morris now has three consecutive absences.

Options/Alternatives

1. Council may approve the resolution declaring a vacancy in a position where attendance standards have not been met. This action would remove Dr. Perkins from the Planning and Zoning Commission.
2. Council may deny the resolution. This action would leave Ms. Morris in the alternate position on the Library Advisory Board.

Recommendation

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

Attachments

- Resolution
- Attendance records as noted above
- City Board and Commission Attendance Policy

Prepared and submitted by:
Dolle K. Downe, City Secretary

Date: April 19, 2011

RESOLUTION NO. 2011-04-38

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

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

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

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

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

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

Section 1: That the following positions are declared vacant due to excessive absences as defined in the City of Lancaster Attendance Policy.

Library Advisory Board

Francil Morris -- alternate member (term expires 2011)

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

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 25th day of April 2011.

APPROVED:

Marcus E. Knight, Mayor

ATTEST:

Dolle K. Downe, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

AIRPORT ADVISORY BOARD

| Meeting Attendance | | | | | | | | | | | | | |
|--------------------|--------------------------|--------|--------|--------|--------|--------|---------|--------|--------|--------|--------|--------|--------|
| Term Expires | Board Members | Apr 10 | May 10 | Jun 10 | Jul 10 | Aug 10 | Sept 10 | Oct 10 | Nov 10 | Dec 10 | Jan 11 | Feb 11 | Mar 11 |
| 2012 | Keith Hutchinson | P | P | P | MC | MC/P | P | P | P | MC | P | P | P |
| 2012 | Andy Mungenast | P | P | P | MC | MC/P | P | P | P | MC | P | P | P |
| 2011 | Lester Elliott | P | P | P | MC | MC/P | P | P | P | MC | P | A | P |
| 2012 | Dr. Charles Waldrop, Jr. | P | P | P | MC | MC/P | P | P | P | MC | P | P | P |
| 2011 | Dean Byers | P | P | P | MC | MC/P | P | P | P | MC | P | P | P |
| 2011 | John Stewart | P | P | P | MC | MC/P | P | A | P | MC | A | P | P |
| | ALTERNATE | | | | | | | | | | | | |
| 2011 | Tim Fagan | | | | | Appt/P | P | P | P | MC | A | P | P |

A = Absent
P = Present
LC = Lack of Quorum
MC = Meeting Cancelled

Staff Contact - Mark Divita
Council Liason - Vacant

ANIMAL SHELTER ADVISORY COMMITTEE

| Meeting Attendance | | | | | | | | | | | | | |
|--------------------|---------------------|--------|--------|---------|--------|--------|---------|--------|--------|--------|--------|--------|--------|
| Term Expires | Board Members | Apr 10 | May 10 | June 10 | Jul 10 | Aug 10 | Sept 10 | Oct 10 | Nov 10 | Dec 10 | Jan 11 | Feb 11 | Mar 11 |
| 2012 | Dr. Alleice Summers | MC | MC | MC | MC | MC | MC | MC | MC | MC | P | MC | MC |
| 2011 | Mark Wilson | MC | MC | MC | MC | MC | MC | MC | MC | MC | P | MC | MC |
| 2011 | Nancy Sewell | MC | MC | MC | MC | MC | MC | MC | MC | MC | P | MC | MC |
| 2012 | Thomas Hail | MC | MC | MC | MC | MC | MC | MC | MC | MC | P | MC | MC |
| 2012 | Larry King | MC | MC | MC | MC | MC | MC | MC | MC | MC | P | MC | MC |
| | ALTERNATE: | | | | | | | | | | | | |
| 2011 | Susan Anderson | MC | MC | MC | MC | MC | MC | MC | MC | MC | A | MC | MC |

A = Absent
P = Present
LC = Lack of Quorum
MC = Meeting Cancelled

Staff Contact - Larry King
Council Liaison - Vacant

LANCASTER ECONOMIC DEVELOPMENT CORP. (4A)

| Meeting Attendance | | | | | | | | | | | | | |
|--------------------|-------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| Term Expires | Board Members | Apr 10 | May 10 | Jun 10 | Jul 10 | Aug 10 | Sep 10 | Oct 10 | Nov 10 | Dec 10 | Jan 11 | Feb 11 | Mar 11 |
| 2013 | Ric Peterson | MC | MC | MC | MC | MC | P | MC | MC | MC | MC | MC | MC |
| 2011 | Vanessa Sheffield | MC | MC | MC | MC | MC | P | MC | MC | MC | MC | MC | MC |
| 2011 | Susan Anderson | MC | MC | MC | MC | MC | P | MC | MC | MC | MC | MC | MC |
| 2013 | Sandi Collier | MC | MC | MC | MC | MC | P | MC | MC | MC | MC | MC | MC |
| 2011 | Vacant | | | | | | | | | | | | |

A= Absent
P = Present
LC = Lack of Quorum
MC = Meeting Cancelled

Staff Contact - Ed Brady
Council Liaison - Councilmember Clyde Hairston

HISTORIC LANDMARK PERSERVATION COMMITTEE

| Meeting Attendance | | | | | | | | | | | | | |
|--------------------|------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| Term Expires | Board Members | Apr 10 | May 10 | Jun 10 | Jul 10 | Aug 10 | Sep 10 | Oct 10 | Nov 10 | Dec 10 | Jan 11 | Feb 11 | Mar 11 |
| 2012 | Carolyn Miller | MC | P | MC | MC |
| 2011 | Cheryl Wright | MC | A | MC | MC |
| 2011 | Emily Lewis | MC | P | MC | MC |
| 2011 | Glenn Hooper | MC | P | MC | MC |
| 2012 | Dee Hinkle | MC | P | MC | MC |
| | Alternate | | | | | | | | | | | | |
| 2011 | Gilles Delaisse | | | | | | | Appt. | MC | MC | P | MC | MC |

A = Absent
P = Present
LC = Lack of Quorum
MC = Meeting Cancelled

Staff Contact - Rona Stringfellow
Council Liaison - Councilmember Walter Weaver

LIBRARY ADVISORY BOARD

| Meeting Attendance | | | | | | | | | | | | | |
|--------------------|------------------|--------|--------|--------|--------|----------|--------|--------|--------|--------|--------|--------|--------|
| Term Expires | Board Members | Apr 10 | May 10 | Jun 10 | Jul 10 | Aug 10 | Sep 10 | Oct 10 | Nov 10 | Dec 10 | Jan 11 | Feb 11 | Mar 11 |
| 2012 | Lana Filgo | N/A | N/A | P | N/A | P | N/A | A | N/A | N/A | P | N/A | N/A |
| 2011 | Nakesha Reddick | N/A | N/A | P | N/A | A | N/A | P | N/A | N/A | P | N/A | N/A |
| 2012 | Laurie Telfair | N/A | N/A | P | N/A | P | N/A | A | N/A | N/A | A | N/A | N/A |
| 2011 | Kathy Gaither | N/A | N/A | P | N/A | P | N/A | P | N/A | N/A | P | N/A | N/A |
| 2011 | Virginia Durbin | N/A | N/A | P | N/A | P | N/A | P | N/A | N/A | P | N/A | N/A |
| 2012 | Sarah Barber | | | | | Appt / P | N/A | P | N/A | N/A | P | N/A | N/A |
| 2012 | Sian Whitfield | N/A | N/A | A | N/A | P | N/A | P | N/A | N/A | P | N/A | N/A |
| | ALTERNATE | | | | | | | | | | | | |
| 2011 | Francil Morris | | | | | Appt / A | N/A | A | N/A | N/A | A | N/A | N/A |

A= Absent

P = Present

LC = Lack of Quorum

MC = Meeting Cancelled

N/A = No Scheduled Meeting

Staff Contact - Cami Loucks
 Council Liaison - Councilmember Clyde Hairston

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

| Meeting Attendance | | | | | | | | | | | | | |
|--------------------|--------------------|--------|--------|--------|--------|----------|--------|--------|--------|--------|--------|--------|--------|
| Term Expires | Board Members | Apr 10 | May 10 | Jun 10 | Jul 10 | Aug 16 | Sep 10 | Oct 18 | Nov 10 | Dec 10 | Jan 11 | Feb 11 | Mar 11 |
| 2011 | Mary Sykes | P | MC | P | MC | A/P | P | P/A | A | MC | P | P | P |
| 2012 | Willene Watson | P | MC | P | MC | P/P | P | P/P | P | MC | P | P | P |
| 2011 | Darwin Isham | P | MC | A | MC | P/P | P | P/P | P | MC | P | A | P |
| 2012 | Spencer Hervey | P | MC | P | MC | P/P | P | P/P | A | MC | P | P | P |
| 2012 | Cecelia Rutherford | P | MC | P | MC | P/P | P | P/P | A | MC | P | P | P |
| 2012 | LaShonjia Harris | | | | | Appt / P | P | P/P | A | MC | A | P | P |
| 2012 | Coy Poitier | P | MC | P | MC | P/P | P | A/A | P | MC | A | P | P |
| | ALTERNATE | | | | | | | | | | | | |
| 2011 | vacant | | | | | | | | | | | | |

A= Absent
P = Present
LC = Lack of Quorum
MC = Meeting Cancelled

Staff Contact - Sean Johnson
Council Liaison - MPT James Daniels

PLANNING AND ZONING COMMISSION

| Meeting Attendance | | | | | | | | | | | | | |
|--------------------|------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|----------|--------|
| Term Expires | Board Members | Apr 10 | May 10 | Jun 10 | Jul 10 | Aug 10 | Sep 10 | Oct 10 | Nov 10 | Dec 10 | Jan 11 | Feb 11 | Mar 11 |
| 2012 | Mary Jane Colton | MC | MC | P | MC | P | P | P/A | P/P/P | P | P | P | P |
| 2011 | Valerie Perkins | | | | | | | | | | | Reappt/P | P |
| 2011 | Robert Pointer | MC | MC | P | MC | P | A | P/P | A/P/P | P | P | P | A |
| 2011 | Vic Buchanon | | | | | | | | | | | appt | P |
| 2012 | Vacant | | | | | | | | | | | | |

A = Absent
P = Present
LC = Lack of Quorum
MC = Meeting Cancelled

Staff Contact - Nathaniel Barnett
Council Liaison - MPT James Daniels

PROPERTY STANDARDS AND APPEALS BOARD

| Meeting Attendance | | | | | | | | | | | | | |
|--------------------|-------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| Term Expires | Board Members | Apr 10 | May 10 | Jun 10 | Jul 10 | Aug 10 | Sep 10 | Oct 10 | Nov 10 | Dec 10 | Jan 11 | Feb 11 | Mar 11 |
| 2012 | Carlton Terry | MC | MC | MC | MC | MC | A | MC | MC | MC | MC | MC | MC |
| 2011 | Cassandra Andrews | MC | MC | MC | MC | MC | P | MC | MC | MC | MC | MC | MC |
| 2012 | Sue Wyrick | | | | | APPT | P | MC | MC | MC | MC | MC | MC |
| 2012 | Richard Wilson | MC | MC | MC | MC | MC | P | MC | MC | MC | MC | MC | MC |
| 2011 | Mark Larson | MC | MC | MC | MC | MC | A | MC | MC | MC | MC | MC | MC |
| | ALTERNATE | | | | | | | | | | | | |
| 2011 | Vacant | | | | | | | | | | | | |

Staff Contact - Larry King
Council Liaison - Councilmember Marco Mejia
A= Absent
P = Present
LC = Lack of Quorum
MC = Meeting Cancelled

ZONING BOARD OF ADJUSTMENT

| Meeting Attendance | | | | | | | | | | | | | |
|--------------------|------------------|----------|--------|--------|---------|----------|--------|--------|--------|--------|--------|--------|--------|
| Term Expires | Board Members | Apr 10 | May-10 | Jun-10 | July-10 | Aug-10 | Sep-10 | Oct-10 | Nov-10 | Dec-10 | Jan-11 | Feb-11 | Mar-11 |
| 2011 | Margaret Brooks | LC - A/P | P | MC | MC | MC | MC | MC | P | MC | A | MC | MC |
| 2012 | Sharon Brooks | LC - P/P | P | MC | MC | MC | MC | MC | A | MC | P | MC | MC |
| 2012 | Keith Burnett | LC - P/A | P | MC | MC | MC | MC | MC | P | MC | P | MC | MC |
| 2011 | Kimest Sanders | LC - A/A | P | MC | MC | appt/reg | MC | MC | P | MC | P | MC | MC |
| 2011 | Vacant | | | | | | | | | | | | |
| | ALTERNATE | | | | | | | | | | | | |
| 2011 | Deborah Taylor | | | | | appt. | MC | MC | P | MC | P | MC | MC |

A = Absent
P = Present

LC = Lack of Quorum
MC = Meeting Cancelled

Staff Contact - Rona Stringfellow
Council Liaison - DMPT Nina Morris

LANCASTER YOUTH ADVISORY COMMITTEE

| Meeting Attendance | | | | | | | | | | | | | |
|--------------------|--------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| Term Expires | Board Members | Apr 10 | May 10 | Jun 10 | Jul 10 | Aug 10 | Sep 10 | Oct 10 | Nov 10 | Dec 10 | Jan 11 | Feb 11 | Mar 11 |
| | Mami Murry | P | | | | | P | P | P | P | P | P | P |
| | Domnique Whitfield | P | | | | | P | P | P | P | P | P | P |
| | Jasmine Brown | A | | | | | P | P | P | P | P | P | A |
| | Bria Ward | P | | | | | P | P | P | P | P | A | P |
| | Counselo Ramos | A | | | | | P | P | P | A | P | P | P |
| | Tracey Cole | P | | | | | P | P | P | P | P | A | P |

A = Absent
P = Present
LC = Lack of Quorum
NM = No Meeting

Staff Contact - Brandon Harrison
Council Liaison - DMPT Nina Morris



City of Lancaster Boards, Commissions and Committees Attendance Policy

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

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

LANCASTER CITY COUNCIL
Agenda Communication for
April 25, 2011

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AG11-007

Consider a resolution of the City Council of the City of Lancaster, Texas, opposing legislation that would increase the fee imposed by the State of Texas Comptroller of Public Accounts for the collection of sales tax; and providing an effective date.

This request supports the City Council 2010-2011 Policy Agenda.

Goal 1: Financially Sound City Government

Background

Currently the Texas Comptroller of Public Accounts is responsible for collecting all tax revenue owed to the State of Texas and currently imposes a sales tax service fee upon municipalities of two percent (2%).

Due to an anticipated budget shortfall, the State of Texas is considering increasing the sales tax service fee currently paid by municipalities from two percent (2%) to ten percent (10%) of the City's sales tax revenue. The City of Lancaster would remit approximately \$750,000 annually at ten percent (10%) as compared to \$150,000 annually at two percent (2%), equaling a \$600,000 decrease in revenue. This service fee increase would further burden the City's budget and create further hardship for taxpayers.

The attached resolution asserts that the City Council opposes the introduction and passage of any legislation that would provide for an increase in the sales tax service fee. This stance is based on a fundamental position against any further increase in tax burden upon our citizens and the City Council's goals toward the support of prudent fiscal policies and processes.

Considerations

- **Operational** – Copies of this resolution shall be sent to the Governor, our State Representative, and our State Senators.
- **Legal** - A copy of the resolution has been reviewed and approved as to form by the City Attorney.
- **Financial** –This resolution contests an increase in the sales tax collection fee that would decrease sales tax revenue for the City of Lancaster by \$600,000.

- **Public Information** - Consideration of this item must be conducted during a meeting of the City Council in accordance with the Texas Open Meetings Act. This meeting was properly noticed and is being held in accordance with the Texas Open Meetings Act.

Options/Alternatives

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

Recommendation

Staff recommends approval of the resolution as presented.

Attachments

- Resolution

Prepared and submitted by:
Opal Mauldin-Robertson, City Manager

Date: April 21, 2011

RESOLUTION NO. 2011-04-39

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, OPPOSING LEGISLATION THAT WOULD INCREASE THE FEE IMPOSED BY THE STATE OF TEXAS COMPTROLLER OF PUBLIC ACCOUNTS FOR THE COLLECTION OF SALES TAX.

WHEREAS, State Sales and Use Tax is imposed on all retail sales, leases and rentals of most goods, as well as taxable services; and,

WHEREAS, Texas cities, counties, transit authorities and special purpose districts have the option of imposing an additional local sales tax for a combined total of state and local taxes of 8.25%; and,

WHEREAS, the Texas Comptroller of Public Accounts is responsible for collecting substantially all tax revenue owed to the State of Texas, which includes more than sixty (60) different types of taxes, and remitting the local portion of such tax revenue to the cities, counties, transit authorities and special purpose districts; and,

WHEREAS, the Texas Comptroller of Public Accounts currently imposes a sales tax service fee of two (2) percent for this service which is approximately \$112.3 million annually; and,

WHEREAS, due to an anticipated budget shortfall, the State of Texas is considering increasing the sales tax service fee from two (2) percent to ten (10) percent of the City's sales tax revenue; and,

WHEREAS, such legislation would cause a \$600,000 revenue decrease for the City of Lancaster alone; and,

WHEREAS, the proposed service fee increase would severely impact already strained municipal budgets across the state and impose additional hardship on taxpayers;

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

Section 1. That the City Council opposes the introduction and passage of any legislation that would provide for an increase in the sales tax service fee imposed by the State of Texas Comptroller of Public Accounts.

Section 2. That copies of this Resolution shall be sent to the Governor and the state legislative delegation representing this community.

Section 3. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED by the City Council of the City of Lancaster, Texas on this the 25th day of April 2011.

APPROVED:

Marcus E. Knight, Mayor

ATTEST:

Dolle K. Downe, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

LANCASTER CITY COUNCIL
Agenda Communication for
April 25, 2011

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AG11-008

**Discuss and consider an appointment to the Lancaster
Planning and Zoning Commission.**

This request supports the City Council 2011-2012 Policy Agenda.

Goal 6: Civic Engagement

Background

Marian Elkins resigned her position on the Planning and Zoning Commission creating a vacancy that expires in July 2012.

The Commission currently consists of:

| | <u>Term Expires</u> |
|---------------------------------|---------------------|
| Mary Jane Colton | July 2012 |
| Robert Pointer | July 2011 |
| Valerie Perkins | July 2011 |
| Vic Buchanon | July 2011 |
| Vacant (formerly Marian Elkins) | July 2012 |

Considerations

There are eight applications on file from the City's annual appointment process in which the applicant expressed an interest in serving on this board. Attached is a worksheet outlining the applicants.

Elois Fisher resigned her alternate position on the Property Standards and Appeals Board in February and expressed an interest in being considered for the Planning and Zoning Commission. Also in February, Quinnie Wright resigned her position on the Zoning Board of Adjustments and expressed interest in serving on the Planning and Zoning Commission.

Options/Alternatives

Council may choose to:

1. Make an appointment from applications on hand.

Agenda Communication

April 25, 2011

Page 2

2. Leave the position unfilled at this time and consider the position during the annual board and commission appointment process in July 2011.
3. Direct staff to seek additional applications and consider appointment at a future meeting.

The Planning and Zoning Commission may conduct its business with as few as three of its members; however, it is in the best interest of the Commission to operate with a full commission as soon as is practical.

Recommendation

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

Attachments

- Worksheet on applicants
- Applications on hand (alphabetical order)

Prepared and submitted by:

Angie Arenas, Assistant City Secretary

Date: April 13, 2011



Boards and Commissions Applicants

Planning and Zoning Commission



TREES CITY USA.

| Applicants | Airport | PSAB | HLPC | Library | ZBA | LEDC | P&Z | Parks/4B | Animal SAB | Yth Advy | Interested as of 2.28.11 |
|--------------------|---------|------|------|---------|-----|------|-----|----------|------------|----------|--------------------------|
| 1 Bradley, Desarea | | | | | | | 1 | 2 | | | Yes |
| 2 Burk, Carol | | | | | | | 1 | | | | Yes |
| 3 Crocker, Timitra | | | | | 3 | | 1 | | 2 | | Voicemail / no response |
| 4 Eilers, Ric | | 4 | 1 | | 3 | | 2 | | | | Yes |
| 5 Fisher, Elois | | | | 3 | | 1 | 2 | | | | Yes |
| 6 Johnson, Andrea | | | | | | 1 | 3 | 2 | | 4 | Yes |
| 7 Oliver, Donna | | | | | 2 | | 1 | | | | Yes |
| 8 Wright, Quinnie | | | | | | | 1 | | | | Yes |

updated 04.13.11

RECEIVED JUL 12 2010

City of Lancaster, Texas
Boards and Commissions
Application



TREE CITY USA

Name: DESARCA R. SLAVIEY Date: 7-12-10
Address: 3113 CANTON CIRCLE DC Zip: 75734
Home Phone: 469-827-2909 Work/Cell Phone: 214-284-3825
Email Address: desarca.7031@yolko.com Length of residency: 6 years
Occupation: RETIRED

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

- PLANNING AND ZONING COMMISSION
- LANCASTER RECREATIONAL DEVELOPMENT CORPORATION
- _____

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

YES NO

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

CONTRACTS, NEGOTIATIONS, BID REQUEST, REAL ESTATE KNOWLEDGE
BUSINESS TO BUSINESS SALES EXPERIENCE

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

For consideration during the annual appointment process, please submit your application by July 12, 2010.

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

Signature [Signature] Date 7-12-10

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

| | |
|--------------------|-----------------|
| Received by: _____ | Office Use Only |
| _____ | Date: _____ |



City of Lancaster, Texas Boards and Commissions Application

RECEIVED JUL 12 2010



Name: CAROL BURK Date: 7-12-10
 Address: P.O. Box 98 Zip: 75146
 Home Phone: 972-227-1382 Work/Cell Phone: 2149579666
 Email Address: estrain.burk@mn.com Length of residency: life
 Occupation: Self emp.

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

1. Planning & Zoning
2. _____
3. _____

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

YES

NO

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

Experienced in zoning & planning. Knowledgeable
of city codes & ordinances. Passionate about
quality concerning for the city's growth.
Resume to follow

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

For consideration during the annual appointment process, please submit your application by July 12, 2010.

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

Signature Carol Burk Date 7-12-10

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

| | |
|--------------------|-----------------|
| Received by: _____ | Office Use Only |
| _____ | Date: _____ |

Carol Strain-Burk

Box 98 <> Lancaster, Texas 75146

Phone: (972)227-1382 <> Cell: (214) 957-9666 <> Email: cstrainburk@msn.com

Summary for City of Lancaster Board Position

During the past number of years has been actively involved in learning Planning and Zoning plus focusing on quality development.

- 150 hours estimated in seminars involving the legal aspects of zoning.
 - 300 hours estimated in Seminars and Conferences (national and local) related to quality urban and conservation planning
 - Participant on guest panel topics regarding planning - American Planning Association meeting in Dallas, Congress of New Urbanism and Council of Government meeting Ft. Worth, and local Congress of New Urbanism meeting in Arlington, Vision North Texas Southeastern region
 - Wrote Tree Ordinance for City of Lancaster – Worked for city to achieve Tree City Status
 - Facilitated Meetings in Lancaster related to quality development – Regional Rail southern sector, Vision North Texas Southeastern, Growing Greener Conference, Smart Growth that Pays @Cedar Valley College
 - Sought successful grant opportunities for City – Texas Parks and Wildlife, Texas Forestry Service, TxDot, North Texas Council of Government
 - Knowledgeable of existing city codes and development standards (North Texas Council of Government recognized City of Lancaster UDC to meet their standards in development)
 - Knowledgeable of city and regional history in development issues and market trends
 - Mentored many local area officials including tours of successful urban planning
 - Active member of professional and civic organizations
-

PROFESSIONAL PROFILE

Excellent foundational skills gleaned from 25 years on the job experience organizing small to large projects. The ability to grasp complex operations, able to develop and implement plans, good communication skills, able to take projects from concept to reality. Has achieved and fosters the respect of co-workers and builds trust and rapport easily. Ability to be a team member or leader creating a successful outcome for projects or plans. Knowledgeable of the Dallas Ft. Worth Metroplex including professional connections within the areas political organizations and related transportation groups.

Professional Experience

Destination Management Companies Transportation Companies

1996- Present

Dispatcher and contract work for the following DMC

| | |
|---------------------------|-------------------------|
| PRA | USA Hosts |
| Ultimate Ventures | Outstanding Productions |
| Fun Factory | ALT Worldwide |
| 360 Limo | Savoya |
| American Transfer & Tours | Gaylord Texan |
| Carey International | Wynne Transportation |
| CMAC | PGI |

Responsibilities are at all levels of expertise to facilitate the successful outcome for visitors to an event or location. These include but are not limited to: Lead Dispatcher for arrival at the airport, shuttles at various locations, transfers for various events, departures, working as a greeter/coordinator for large and small events. I have the respect of my peers for my leadership ability to facilitate an event and foster a rapport with all parties involved.

State Fair of Texas (attendance 3M)

1975 – Present

The State Fair of Texas was begun in 1886 and continues as one of the premier family events each fall. The attendance has grown to an estimated 3 Million guest during a 24 day span attended state wide, nationally and internationally. My first job at the Fair was in a coupon booth and then moving into the Operations Department where my dispatch skills were honed by handling all of the radio transmission for various maintenance areas with additional responsibilities managing inventories and facilitating specific major projects in the park.

By 1982 I was selected to work and develop the Information Service Area for the Public Relation Department. My first major project was to coordinate a historical exhibit in a newly refurbished Info Building and the rest of my seasonal career has developed as a major portion in the yearly Public Communication success.

- Work directly with Public Relations as supervisor of Information Services
- Hire, schedule and supervise approximately 40 employees
- Develop collateral material for Information Services and award programs
- Developed Customer Service Program TEX TEAM
- Present yearly customer service and safety program to approximately 2000 employees
- Develop and manage Mystery Shopper Program
- Developed and manage TEX TEAM Award Program during State Fair for employee recognition
- Manage 10 Information Booth locations
- Supervise Guest Relations, Will Call Booth, Information Phone Bank
- Available as support for Public Relation Media Relations
- On call for as needed special project for President of the State Fair of Texas

Kaleidoscope (DMC) & PGI-

1988- 1996

- Lead dispatcher for conventions shuttles from Hotel to DCC and return. Special event shuttles and Tours within shuttle.
- Lead dispatcher for airport transfers.
- A few of the major events: Republican National Convention - Houston
American Heart, Elk, Ophthalmologist, Maritz major meetings and major Pharmaceutical Meetings-
- Lead transportation person for programs in Austin, Houston, San Antonio

Greyhound Lines, Inc. – Dallas1987-1990

- Contracted Supervisor for Info Services in Terminal during acquisition of Trailways Inc. by Greyhound Lines, Inc.
- Contracted to organize and develop Information Services in Dallas Terminal Holiday Season 1987 and 1988.
- 1989-1990 : Worked Greyhound Lines Inc. dispatch coordinating Schedules needs in terminal with dispatch.

Trailways Inc.

1985-1987

- Contract Supervisor for charter Shuttles

City of Lancaster

1999-2010

- City Councilmember 10.5 years District 1
- Mayor Pro Tem 6 years
- North Texas Council of Government voting delegate 6 years
Community projects leadership role
 - Spearheaded development of 211 acre Nature Park for Community
 - Planted 128 trees throughout the city
 - Developed and facilitated 7 meeting attended by elected officials and citizens in the Dallas Metroplex
 - Major supporter of Regional Rail and alternative transportation for city
 - Spearheaded New Urban development award winning “Mills Branch Overlay”

Professional Organizations

- Farm Service Agency - Vice Chair elected
- Vision North Texas Advisory Committee
- Congress for New Urbanism - national and North Texas
- American Planning Association
- Texas Downtown Association
- National Association of Preservation Commissions
- Leadership Southwest 2006
- Dallas Ft.Worth Tour Guide Association
- Connemara Land Trust Advisory Board

Awards

- National Historic Trust - Restoration Award
- Sherwin Williams - Restoration Award
- Dallas County Historic Commission - Restoration Award
- Community Builder Award - Lancaster Masonic Lodge

Appointments

- Southern Gateway Policy Study Highway 67 South and I-35
- Loop 9 Task Force committee
- Mayor Pro Tem 6 years

Civic Organizations

- DAR - Daughters of the American Revolution, Pleasant Run Chapter
- Lancaster Historical Society - Treasurer 5 years
- Historic Train Depot Rental Agent
- Eastside Acres and Historic Neighborhood Associations
- Lancaster Cemetery Board - Secretary
- Friends of the Lancaster Veterans Memorial Library
- Lancaster Chamber of Commerce
- Eastridge Christian Church

Promote Positive Image for Lancaster

- Co-sponsored and supported Strain Farmstead Tours and Educational Programs 5 years
- Co-chaired Lancaster Legacy and Legends at Old Red Museum - Dallas 2009
- Sponsor - Heritage Foundation Tour of Homes
- Sponsor - Back the Blue Dinner
- Sponsor - Lancaster Outreach Center
- Nationally recognized Historic Preservationist
- Connemara Land Trust Advisory Board
- Facilitated the following local meetings:
 - Southern Region Vision North Texas
 - Growing Greener
 - Growing with Grace
 - Regional Rail Presentation
 - PID and TIF Presentation Historic District
 - Bear Creek Nature Park Clean up with TXU volunteers
 - Smart Growth that Pays

Agricultural Interests

- Manage small family farm day to day operation
- Elected to County Committee for Farm Service Agency representing local farmers interest for Dallas County

Educational Background

- Associate Degree Tyler Junior College
- University of North Texas BS in Education

Name: Timitra R. Crocker Date: 5-23-10

Address: 500 Rolling Hills Place # 804 Zip: 75146

Home Phone: (469) 245-1625 Work/Cell Phone: (469) 245-1625

Email Address: timitrac@yahoo.com Length of residency: 5 yrs.

Occupation: Assistant Manager

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

1. Planning and Zoning Commission
2. Animal Shelter Advisory Committee
3. Zoning Board of Adjustment

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

YES NO

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

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

**For consideration during the annual appointment process,
please submit your application by
July 12, 2010.**

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

Signature Timitra Crocker Date 5/23/10

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

Office Use Only

Received by: _____ Date: _____

TIMITRA N.CROCKER
500 ROLLING HILLS PLACE #806
LANCASTER
(469)245-1625

Objective:

MY GOAL IS TO ACCOMPLISH BEING THE BEST THAT I CAN BE AT ANY TASK THAT IS GIVEN TO ME, AND TRY MY BEST TO LEARN MORE ABOUT THE COMPANY AND WORK FOR AND TAKE TOTAL PRIDE OF MY JOB, AND ALSO THE COMPANY THAT I REPRESENT .

Experience

NOV. 2005 BEALLS DEPT.STORE DESOTO,TX
to APRIL 2010 **ASSISTANT STORE MANAGER**
MAXIMIZING STORE SALES AND PROFITS
MEETING ALL GOALS
DEVELOPING A QUALIFIED, WELL TRAINED STAFF
ENSURING THE HIGHEST LEVEL OF CUSTOMER SERVICE AND SATISFACTION
MAINTAINING COMPANY ASSETS
PERSONNEL:
RECRUIT CANDIDATES FOR ALL POSITIONS
INTERVIEW, SCREEN, AND HIRE FOR ASSOCIATES POSITIONS
ASSISTN IN THE PREPARATION AND DELIVERY OF PERFORMANCES EVALUATIONS
ASSIST IN THE UTILIZATION OF COMPANY TRAINING PROGRAMS
ADDRESS POOR PERFORMANCES AND ADMINISTER THE COUNSELING
CUSTOMER SERVICE / SALESMANSHIP
ENSURE THAT ALL CUSTOMERS ARE GREETED IN A PROMPT AND FRIENDLY MANNER
ENSURE THAT ALL CUSTOMERS PHONE CALLS ARE HANDLED IN A COURTEOUS AND HELPFUL MANNER
USE MERCHANDISE KKNOWLEDGE TO INCREASE MULTIPLES SOLICIT NEW ACCOUNTS AND PROMOTE V.I.P PROGRAMS
LEAD BY EXAMPLES

Education

2008 BUSINESS AND ADMINISTRATION SEMINARS TYLER,TX
CERTIFICATE OF COMPLETION
ONE ON ONE TRAINING FROM DISTRICT MANAGERS OF THE COMPANY ,LEARNING MORE ABOUT THE COMPANY SALES

AND BUSINESS STATUS ON YEARLY GROSS OF THE
INCORPORATION,AND HOW WE CAN CHANGE SOME THINGS IN
THE COMPANY TO PROFIT BETTER IN THE FUTURE.

References

YOLINDA ROBINSON
(972)230-3226

924 HORSE SHOE CT.

MOTHER

YVETTE MUNOZ
(972)228-2118

DESOTO,TX.

FRIEND

BEALLS STORE
(972)228-2118

901 N. POLK ST. SUITE 301 / ELEANOR DAVIS



City of Lancaster, Texas
Boards and Commissions
Application

RECEIVED JUL 14 2010



TREE CITY USA.

Name: R. Eilers Date: 7-14-2010
 Address: 1414 So. Bluegrove Rd Zip: 75146
 Home Phone: — Work/Cell Phone: 972-989-0638
 Email Address: rbc.birch.net Length of residency: 48 1/2
 Occupation: Farmer

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

1. HLPC
2. Pd7
3. Appeals Adjustment (Zoning Board of Adjustment
Property Standard + Appeals)

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

YES

NO

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

ON Record with City

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

For consideration during the annual appointment process, please submit your application by July 12, 2010.

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

Signature Rich Eilers Date 7-14-2010

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

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| Received by: _____ | Office Use Only Date: _____ |
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City of Lancaster, Texas Boards and Commissions Application



Name: Elois FISHER Date: 2-20-11
 Address: 1524 LINDA LANE Zip: 75134
 Home Phone: 469-549-7959 Work/Cell Phone: 972-804-9628
 Email Address: EFISHERCWA@YAHOO.COM Length of residency: 16 yrs
 Occupation: RETIRED - ATT - 28 yrs / CASA - VOLUNTEER

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

1. PLANNING + ZONE
2. BUDGET
3. _____

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

YES NO

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

1. desire to make Lancaster grow.
2. Will work hard to place Lancaster in the top 5 city.
3. Worked ~~as~~ on United Way, ATT Local 6215, (Budget)

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

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

Signature Elois Fisher Date 2-20-11

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

| | |
|--------------------|--------------------------------|
| Received by: _____ | Office Use Only Date: _____ |
|--------------------|--------------------------------|

7-23 called, unable to interview on August 3



City of Lancaster, Texas Boards and Commissions Application



Name: Andrea Johnson Date: 7/8/2010
 Address: 204 E. Pleasant Run Rd Zip: 75146
 Home Phone: 972-415-8125 Work/Cell Phone: 972-415-8125
 Email Address: andj122@hotmail.com Length of residency: 1
 Occupation: Small Business Consultant and Director of Education

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

1. Lancaster Economic Development Corporation (Type A)
2. Lancaster Recreational Development Corporation (Type B)
3. Planning and Zoning Commission
4. Youth Action Committee

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

YES

NO

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

As a resident of Lancaster, I would like to see the quality
of land improve for our residents. As a business consultant
whose emphasis is on New Level strategies, I am sure my
entrepreneurial spirit would be greatly valued. Welcome!

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

For consideration during the annual appointment process, please submit your application by
July 12, 2010.

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

Signature [Handwritten Signature] Date 7/8/2010

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

| | |
|--------------------|--------------------------------|
| Received by: _____ | Office Use Only Date: _____ |
|--------------------|--------------------------------|

ANDREA JOHNSON

204 E. Pleasant Run Rd. • Lancaster, Texas 75146 • (972) 415-8725 • a.johnson.abi2@gmail.com

EXECUTIVE CONSULTANT

Accounting Consultant / Corporate Controller / Business & Operations Manager

A successful change-agent, detail oriented entrepreneurial executive with more than 19 years of experience in business. Proven ability to efficiently prioritize, consistently meet deadlines, and effectively evaluate problems and generate solutions.

Core competencies include:

- Accounting Management
- Audit & Fraud Investigation
- Cash & Bank Reconciliation
- GAAP & Public Accounting
- Purchasing & Inventory Control
- Succession Planning
- Regulatory Compliance
- HR & Benefits Administration
- Business & Strategic Planning
- Multidisciplinary Team Management
- Efficiency Improvements/Optimization
- Cost Reduction & Turnarounds

PROFESSIONAL EXPERIENCE

MANAGING CONSULTANT, 2001 – Present ABI² CONSULTING – Dallas, Texas

Directing daily operations of the organization and performing contract services in accounting, strategic management, training, growth plans, start-up business ventures and event planning. Industries we serve include: nonprofits, government, higher education, logistics, utility, manufacturers, distributors, marketing and public relation firms, entertainment industry, medical offices, service and technical skill providers.

Key Contributions:

- ✓ Spearheaded aggressive collections campaign to recoup over \$19 million for a manufacturer performing on a government contract. During Hurricane Katrina we were able to secure the company a SBA loan while they tried to recover – this led to the company having the capital to relocate to a higher land area and actually expand their manufacturing plant. We were initially engaged to rewrite their business and strategic plan as they were preparing to exit the 8(A) program.
- ✓ Leading audits for non-profits, public utilities and small municipalities. Detected and recovered fraud in mid-size fire department.
- ✓ Wrote strategic plan for first Louisiana women's business opportunity conference was contacted due to my key involvement with a similar conference in Tennessee.
- ✓ Coordinated restructuring of pricing structure to assist marketing firm in recognizing lost revenue, the company has since doubled its profitability.

BUSINESS MANAGER, 2007 – 2010 EGW UTILITIES, INC. – Carrollton, Texas

Left due to family illness

- ✓ Performed multi-site facility reconciliations, some bank reconciliations included over 50 units.

BUSINESS SPECIALIST, 2004 – 2005

TN. SMALL BUSINESS DEVELOPMENT CENTER – Memphis, Tennessee

Contract position in education while pursuing MBA

Provided counseling and educational resources to start-up and nascent business owners. Conducted weekly training courses, assisted clients with software implementations, government contract paperwork, strategic, business, and financial planning.

Key Contributions:

- ✓ Coordinated along with quasi commission to host first West Tennessee Women Business Owners' Opportunity Conference, where we were able to assist women business owners in securing government contracts. Secured keynote speaker who later became the first woman to hold the position of Administrator of the United States General Services Administration.
- ✓ Partnered with Memphis Council for International Visitors to provide technical assistance with foreign visitors regarding trends in business and development of women regarding socio-economic trends. Hosted delegations from Southeast Asia and Zimbabwe which led to continued knowledge sharing after they left the U.S.
- ✓ Implemented a program that provided start-up business education for retiring city workers.
- ✓ Led successful grassroots campaign to take business education to the people. We completed training at churches, worksites, barber shops and libraries.

ACCOUNTANT-OPERATIONS MANAGER, 1999 – 2004

TRI STATE REFRIGERATION – Baton Rouge, Louisiana

Left to work in education while pursuing MBA

Started as accountant and ended as operations manager where I directed and supervised daily operations of a multi-site trucking repair facility. Reported to the President of the company and was key person during his absence.

Key Contributions:

- ✓ Developed and maintained office procedures and authored employ policy handbook.
- ✓ Completed inventory control-procurement, purchasing, and vendor relations which resulted in new line that led to the continuation of the company. Handled pricing strategies, contract price negotiations and dispute resolution.
- ✓ Performed full-cycle accounting, human resources, internal and external reporting, corporate resolutions, and all taxes, which led to extensive cost-savings due to duties being performed in-house.
- ✓ Factored accounts receivables during transition period which aided the company in maintaining solvency.

ACCOUNTING MANAGER, 1997 – 1998

TX. BUSINESS RESOURCE CENTER – Dallas, Texas

Moved to start family in husband's hometown

While working at this CPA firm, learned to assist in every aspect of business: accounting, financial, legal and compliance.

Key Contributions:

- ✓ Completed quarterly accounting for 200+ client base and write-up work for in-office and offsite clients.

Boards & Commissions Application



Name: Donna Oliver Date: 5-24-2010
 Address: 215 N. Clear St Zip: 75416
 Home Phone: 972-413-6937 Work/Cell Phone: _____
 Email Address: donnaoliver@yahoo.com Length of residency: 3 yrs
 Occupation: Self employed

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

1. Planning & Zoning
2. Zoning Board of Adjustment
3. _____

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

YES NO

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

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

**For consideration during the annual appointment process,
 please submit your application by
 July 12, 2010.**

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

Signature: Donna Oliver Date: 5/24/2010

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

Office Use Only

Received by: _____ Date: _____

out of town - month of August



City of Lancaster, Texas Boards and Commissions Application



Name: Quinnie Wright Date: February 21, 2011

Address: 1970 PIN OAK LANE Zip: 75146

Home Phone: 9722277177 Work/Cell Phone: 972-748-6798

Email Address: QUINNIE WRIGHT Length of residency: 15
YEARS

Occupation: Assistant Vice President Pre-foreclosure and Training

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

1. Planning and Zoning Commission

2. _____

3. _____

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

YES

NO

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

Zoning Board of Adjustment.

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

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

Signature

Date

2-21-2011

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

Office Use Only

Received by: _____

Date: _____

To Whom It May Concern:

4/20/2009

I have had the pleasure of working with Quinnie Wright for almost 3 years while employed at Washington Mutual Card Services (WMCS).

While I was the Vice President of Account Services at WMCS, Quinnie was a critical leader in my organization and I relied on her quite heavily and she never failed. As a result, she led two of my largest departments as well as managing several key projects assigned to her very successfully.

Here a few examples of the successes that Quinnie has championed:

1. Driving down her Department's cost per piece by over 20% year over year for the past two years through aggressive labor and cost management strategies.
2. Improving overall Department quality by 15% (bringing the average monthly quality score to over 99.85% for 2008).
3. Successfully managed two system platform and application conversions with no loss of service or quality to the customer.

Besides having success operationally, Quinnie had success overseeing and managing projects. One such project is that of migrating paper applications to an imaging platform. Through her drive and insight on how to best execute this project we were able to complete the project two months ahead of schedule allowing for over \$350,000 in savings to be realized in year-one of this project.

What has allowed her to be successful (in my opinion) is her leadership ability. She is a leader that both employees and other managers look up to. She understands that the needs of the company must come first, but equally important is meeting the needs/concerns/development of her employees. She has mastered the balance of these two key business drivers and as a result has created an atmosphere of teamwork, employees realize the value that they have in the organization and finally has built a very loyal group of employees. Employees from other Departments are constantly seeking openings into her Departments.

In addition to managing the business and employees well, Quinnie also communicates effectively with customers. She has the ability to get to the root of the customer's issue and as a result is able to provide a solution that exceeds the customer's expectations.

What has made it a pleasure having her on my team is her ability to operate with no supervision and broad guidance. I can review a task or project with her once and from there she takes control while providing me regular status update. She is not afraid to contact other key leaders involved in the task/project (both peers and senior to her) to seek clarifications, remove road-blocks and/or ensuring assigned action items are completed.

Quinnie Wright has been an asset to my and I highly recommend her for any position or venture she is pursuing.

Jim Roche - President
Comprehensive Records Management Solutions, Inc.
(972) 822-6330

Quinnie Wright
972-748-6798 / quinniewright@yahoo.com

A solutions driven and customer focused executive leader with excellent analytical, planning, team building, and human resource management skills. Twenty years of customer service management, collections, vendor management, training, and human resource experience. Strong, consistent track contributing to increased productivity, quality control, cost efficiency, and profitability. Management experience dedicated to achieving and exceeding targeted business solutions and goals with a proven ability to establish and maintain development of business productivity.

AREAS OF EXPERTISE

| | |
|---|--|
| Operations Management / Business Development | Facilitating Leadership Training |
| Quality / Productivity Improvement | Vendor Management |
| Profit / Loss Accountability | Team Building / Motivation |
| Market Analysis / Penetrations / Expansion | Human Resources Policies / Procedures |
| Budgeting / Cost Control | Volume / Performance Forecasting |
| Project Planning / Management | Management Training / Development |

PROFESSIONAL EXPERIENCE

Bank of America Pre- Foreclosure Department - Forth Worth, TX **2009- Present**
Assistant Vice President Pre-foreclosure and Training

Manage 5 to 8 or more teams of Mortgage Servicing Managers. Monitor workflow and operational efficiency in order to recommend changes and operational improvements. Primary focus is day to day operational execution with occasional contribution to broader planning within area of expertise. Provide direction and training of subordinate team managers. Respond to complex customer, investor, or third party inquires. Oversee staffing, allocate and coordinate resources and handle personnel related issues. Manage a major servicing operations segment and multiple operations units of a similar nature for a site/region within the company's internal operations activities. Work closely with legal and risk partners, and line of business experts, to develop a high quality Affidavit of Indebtedness (AOI) process, for handling foreclosure affidavits in 23 states where courts oversee the foreclosure process. Document Signor: Review packages provided by the document preparer and attest to the documentation contained in the affidavit package. Manage large portfolios with high monetary exposure and risk, involving the processing of large monetary volumes and regulatory restrictions. Resolve broad operational issues and coordinate activities and processes within line of business/operations segments. Develop and analyze procedures to enhance unit and/or servicing-related activity. Responsible for budget/expense management, reporting and forecasting for areas managed. Ensure proper communication and compliance of company and regulatory policies affecting areas managed. Manage departments consisting of 100-250 associates that cover multiple functions for foreclosure processes.

- Execute pre-sale foreclosure processes on prime & subprime loans for VA & conventional loans - making certain that investor, insurer, government agency, and servicer guidelines are met.
- Manage a full portfolio of time-sensitive loans, ensuring that the foreclosure attorney continually expedites the foreclosure process in accordance with allowable timeframe.
- Excel at addressing exceptions in a timely manner to avoid delays in the foreclosure process (i.e. title issues, payment disputes, property preservation and damage issues, etc.)

Quinnie Wright

972-748-6798 / quinniewright@yahoo.com

- Determine and adjust figures related to foreclosure sale bids and judgments required by attorneys. Calculate and provide figures related to reinstatement and payoff requests made by borrowers and/or attorneys.
- Communicate with internal departments, government agencies, attorneys, mortgagors and third-party interest via telephone, written correspondence, & email.
- Prepare and submit bi-weekly & monthly reports.
- Responsible for associate training and development as well as supervising assigned staff.

Washington Mutual Credit Card Services – Arlington, TX

1999 – 2009

Assistant Vice President Department Manager Call Center Operations / Servicing (Promotion)

Direct all operational processes for productions of credit card, mortgage, and small business products accounting for over 80,000 transactions a month. Collaborate with operations leaders to develop the strategy for Washington Mutual Bank/Chase/Provident business units and lines of business. Lead the strategic planning process for these units and responsible for the analysis and research underlying the key components of the business plan.

- Built Teams of 160 employees and 10 exempt managers. Established call metrics and targets. Doubled productivity per sales rep in one quarter.
- Re-envisioned and rebuilt the call center. Developed/implemented a call center automation system. Devised creative online tools and strategies that enable the company to sell consumer products.
- Manage predatory reviews, compliance checks, and the rebuttal process. Recommend corrective action as needed. Resolve outstanding issues. Produce activity reports.
- Develop and deploy on-line operations performance models and tools for plant components and systems critical for reliable power generation.
- Work with vendors in achievement of generation goals through communication of performance improvement opportunities identified by the POC.
- Held direct responsibility for researching of customer payments, including misapplied payments and encoding errors, while adhering to Regulation Z error in billing requirements.
- Manage incoming calls and handle call escalation, while performing monthly call monitors on staff to ensure satisfactory customer service and retention.
- Successfully improved workflow to balance and deposit an average \$1 million in payments daily.
- Re-wrote the department's standard operation procedures with the installation.
- Established specific work goals, quantitative and qualitative standards to be achieved by staff.
- 45% of staff was promoted to higher level positions due to the implementation of ongoing leadership training & development.

Operational Improvements

Saved \$750,000 within the first three months by researching operating expenses and obtaining benchmark data; resulting in third party collections contract renegotiations. Improved the customer relations quality assurance program, and established efficient handling of credit card transactions through strategic leadership action.

Quinnie Wright

972-748-6798 / quinniewright@yahoo.com

Senior Manager of Customer Service / Operations/ Subpoena Compliance / Media Retrieval / Payment Research & Customer Correspondence

(Promotion)

- Managed the daily operations of the Subpoena Compliance Department and Document Retrieval, utilizing a staff of 30 employees, while processing legal subpoenas for customer credit card accounts.
- Trained staff in the operational procedures to ensure quality, production, and regulatory guideline compliance.
- Developed and trained exempt Team Managers, as well as produced process flow charts, procedures, quality procedures, and monitoring specifications for 4 to 6 functions.
- Managed the implementation and compliance of Task Force group and enforced Reg Z compliance.

Senior Manager of Customer Service / Sales Washington Mutual

(Promotion)

- Managed and developed 4 to 7 exempt Team Managers and 45 to 60 non-exempt associate staff members.
- Developed department productivity, sales, and quality benchmarks.
- Managed call center site operations.
- Led a group of over 60 Sales Reps, involving in-depth motivational and recognition strategies.
- Measurement - Evaluates the success of development programs and processes over time. Worked with the team to implement changes to continually increase the programs' business impact on the organization and personal impact on those participating.

Training Team Manager & Human Resources Administrator

- Develop and administer various Human Resource policies and procedures for all training personnel of approximately 400 employees of Washington Mutual Credit Card Services.
- Process all employee information such as new hires, terminations, promotions, transfers, status changes, and other data requisitions.
- Daily research and guidance on numerous issues and inquiries from employees, management, and outside vendors.
- Coordinate company-wide annual performance evaluations, salary adjustments, and bonus payments.
- Draft employment agreements, offer letters, and PAR forms.
- Developed detailed project planning, including determining resource requirements and providing knowledgeable support.

Yugo Resource Development – Non Profit

2005 - Present

Director of Funding & Development

Develop and assist in raising funds to support the \$2.2m agency. Develop project schedules and milestones, and allocate company resources. Develop marketing communications plan for YUGO events to increase community awareness, increase operating revenue, and improve employee communications. Develop learning curriculum for COS project in order to enhance the educational program. Assist in teaching adult GED course classes. Serve as a Grant Writer for project funding for scholarships.

Quinnie Wright**972-748-6798 / quinniewright@yahoo.com****Community Care Network****1991 - 1999****Regional Manager Vendor Project Implementation**

Vendor Management Business responsible for outsourcing the day to day provision of long term outsourcing services to one or many clients. Implement client's development of key processes and deliver core business process innovations through outsourcing services. Transform enterprises and deliver high performance at lower costs. Manage a full array of business processes and outsourcing services founded on operational excellence and cost effectiveness.

- Develop and secure new business accounts by listing through networking avenues, direct marketing tactics, and calling on business owners using a consultative selling approach.
- Prepare business valuations, financial recasting and marketing packages for listings.
- Manage interaction with sellers, buyers, accountants, attorneys and all related parties for smooth and successful completions of all business transactions.

EDUCATION / TRAINING**ASHFORD UNIVERSITY – Clinton, IA***Bachelor of Organizational Management***NORTHWOOD UNIVERSITY – Cedar Hill, TX***Business Administration / Management****Six Sigma Certification 2007 Providian /Wamu Training.*****CHAMPION SCHOOL – Addison, TX***Loan Officer/ Mortgage***LEGEND REAL ESTATE – Dallas, TX***License Real Estate Salesperson*