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

Monday, December 09, 2013 – 6:30 PM

6:30 p.m. WORK SESSION:

1. Receive a presentation and update on a potential water sale agreement with the City of Wilmer.

Adjourn Work Session

7:00 p.m. REGULAR MEETING:

CALL TO ORDER

INVOCATION: Ministerial Alliance

PLEDGE OF ALLEGIANCE: Councilmember Stanley Jaglowski

CITIZENS' COMMENTS:

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

CONSENT AGENDA:

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

C1. Consider approval of minutes from the City Council Special Meeting held November 18, 2013.

C2. Consider a resolution authorizing the award of bid 2014-115 to DineRite, LLC to provide meal services for the senior meal program in an amount not to exceed $2.90 unit price per meal.

C3. Consider a resolution approving the terms and conditions of the City owned T-hangar office commercial lease from building 680 at the Lancaster Regional Airport.

C4. Consider a resolution approving the terms and conditions of the City owned tie down T-Spot non-commercial lease at the Lancaster Regional Airport.

C5. Consider a resolution approving the terms and conditions of a service agreement by and between the City of Lancaster and Time Warner Cable Texas LLC for ethernet and dedicated internet access for certain City facilities.

ACTION:

6. Discuss and consider an appointment to the 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 December 5, 2013 @ 6:00 p.m. and copies thereof were provided to the Mayor, Mayor Pro-Tempore, Deputy Mayor Pro-Tempore and Council members.

Dolle K. Downe

Dolle K. Downe, TRMC
City Secretary

LANCASTER CITY COUNCIL
Work Session Agenda Communication
December 9, 2013

Item 1

Receive a presentation and update on a potential water sale agreement with the City of Wilmer.

This request supports the City Council 2013-2014 Policy Agenda.

Goal: Financially Sound City Government
Sound Infrastructure

Background

The North Central Texas Council of Governments (NCTCOG) has performed a Feasibility study in the Southern Dallas County area to determine the availability and need for additional infrastructure. One of the primary findings of the report indicated the need to improve water infrastructure in the Southern Dallas County region to better serve the growing population and attract additional development regionally.

The Feasibility study also identified that the City of Lancaster's current water demand is substantially lower than the supply capacities. Several surrounding cities including the City of Wilmer have a demand for water that cannot be met through their existing infrastructure.

At the October 21, 2013 City Council work session, staff presented an overview of a proposal to provide water to the City of Wilmer. The next steps in the process were to present a cost of service study.

Council will receive a presentation regarding the cost of service study and next steps to enter into an agreement with the City of Wilmer and Dallas County.

Submitted by:
Opal Mauldin Robertson, City Manager
Rona Stringfellow, Managing Director, Public Works and Development Services
Shwetha Pandurangi, P.E., CFM, City Engineer

LANCASTER CITY COUNCIL

Agenda Communication

December 9, 2013

Item 1

Consider approval of minutes from the City Council Special Meeting held November 18, 2013.

Background

Attached for your review and consideration are minutes from the:

- City Council Special Meeting held November 18, 2013

Submitted by:
Dolle K. Downe, City Secretary

MINUTES

LANCASTER CITY COUNCIL MEETING OF NOVEMBER 18, 2013

The City Council of the City of Lancaster, Texas, met in Regular session in the Council Chambers of City Hall on November 18, 2013 at 7:00 p.m. with a quorum present to-wit:

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

City Staff Present:
Opal Mauldin Robertson, City Manager
Thomas Griffith, Fire Chief
Cheryl Wilson, Police Chief
Sean Johnson, Parks, Recreation and Library Director
Dori Lee, Human Resources Director
Rona Stringfellow, Managing Director Public Works / Development Services
Surupa Sen, Senior Planner
Robert E. Hager, City Attorney
Dolle Downe, City Secretary
Angie Arenas, Assistant City Secretary

Call to Order:
Mayor Knight called the meeting to order at 7:00 p.m. on November 18, 2013.

Invocation:
Director Sean Johnson gave the invocation.

Pledge of Allegiance:
Councilmember Carol Strain-Burk led the pledge of allegiance.

Citizens Comments:
Carolyn Morris, 887 Wintergreen, commented on the City Secretary's pending retirement, thanking her for her service to the City particularly during elections; congratulated the Assistant City Secretary on her appointment as City Secretary and welcomed her; welcomed the new Police Chief and urged the City Manager to continue to move the community forward.

Robert Crisp, 643 N. Bluegrove, commented that he had been issued a permit for two years to operate an ice cream truck in the City but then was told he could not operate the ice cream truck due to an ordinance which prohibits it; stated that he has spoken with staff and asked the City Council to consider changing the ordinance.

Mayor Knight indicated that Council could not address the matter at this meeting and requested Mr. Crisp discuss the situation with Director Stringfellow with regard to potential options.

Sean Johnson, 211 N. Henry Street, provided special event announcements regarding the November 23rd "Ask Not…" Day of Service and asked for donations of non-perishable can goods; invited everyone to attend the Community Block party on Saturday, November 23rd at City Park; invited everyone to the holiday parade and festival event on Saturday, December 14 beginning at 5:30 p.m.

Consent Agenda:

City Secretary Downe read the consent agenda.

C1. Consider approval of minutes from the City Council Regular Meeting held October 28, 2013 and Special Meeting held November 12, 2013.

C2. Consider a resolution authorizing the award of Bid 2013-110 for janitorial services to Entrust One Facility Services, Inc. for an amount not to exceed $138,562.32.

C3. Consider a resolution approving the terms and conditions of a contract extension by and between the City of Lancaster and David Royar Golf Shop, Inc. for the management of the Lancaster Country View Golf Course.

C4. Consider a resolution approving the terms and conditions of the City owned T-Hangar non-commercial lease from building 680 at the Lancaster Regional Airport.

C5. Consider a resolution authorizing Dallas County to resell 3136 Sherwood Avenue, a tax foreclosed property, by public or private sale, to the highest qualified purchaser, as provided by Section 34.05 of the Texas Property Tax Code.

MOTION: Councilmember Strain-Burk made a motion, seconded by Mayor Pro Tem Daniels, to approve consent items C1 – C5. The vote was cast 7 for, 0 against.

6. Consider an ordinance amending the 2002 Comprehensive Plan and Future Land Use Map of the City of Lancaster, Texas, as heretofore amended, by amending the land use designations on approximately 44.08 acres of property described as Lots 1, 2 and 3, Block A, Ridge Logistics Center of Smith Elkins Survey, Abstract 430, Page 325, City of Lancaster, Dallas County, Texas, located at the northeast corner of Telephone Road and North Dallas Avenue from Retail (R) to Light Industrial (LI); amending the Comprehensive Zoning Ordinance and Map of the City of Lancaster, Texas, as heretofore amended, by granting a change in zoning on approximately 11.08 acres of property from Light Industrial (LI) to Planned Development - Neighborhood Services (PD-NS) including tracts 3, 5 and 8; and by granting a change in zoning on another 11.08 acre portion of the property from Neighborhood Services (NS) to Planned Development - Light Industrial (PD-LI) including tract 9; requiring the property to be replatted within 180 days of the effective date of this ordinance; providing for development regulations; providing for a concept plan; providing for required sign renderings; and providing a penalty of fine not to exceed the sum of two thousand dollars ($2,000) for each offense.

Managing Director Stringfellow noted that the public hearing had been conducted for this zoning matter at the Council meeting on October 28, 2013 and City Council had approved the zoning but desired to incorporate some additional permissible uses. The ordinance presented contains those uses as submitted.

MOTION: Councilmember Strain-Burk made a motion, seconded by Deputy Mayor Pro Tem Morris, to approve an ordinance amending the 2002 Comprehensive Plan and Future Land Use Map of the City of Lancaster, Texas, by amending the land use designations on approximately 44.08 acres of property located at the northeast corner of Telephone Road and North Dallas Avenue from Retail (R) to Light Industrial (LI); amending the Comprehensive Zoning Ordinance and Map of the City of Lancaster, by granting a change in zoning on approximately 11.08 acres of property from Light Industrial (LI) to Planned Development - Neighborhood Services (PD-NS) and by granting a change in zoning on another 11.08 acre portion of the property from Neighborhood Services (NS) to Planned Development - Light Industrial (PD-LI) as presented. The vote was cast 7 for, 0 against.

7. Consider a resolution authorizing the Mayor to sign a ballot casting the City's vote for the fourth member of the Board of Directors of the Dallas Central Appraisal District.

MOTION: Councilmember Strain-Burk made a motion, seconded by Councilmember Mejia, to approve a resolution casting the ballot for Michael Hurtt as the fourth member of the Board of Directors of the Dallas Central Appraisal District. The vote was cast 7 for, 0 against.

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

The meeting was adjourned at 7:15 p.m.

ATTEST: **APPROVED:**

_____ _____

Dolle K. Downe, City Secretary Marcus E. Knight, Mayor

LANCASTER CITY COUNCIL

Agenda Communication

December 9, 2013

Item 2

Consider a resolution of the City Council of the City of Lancaster, Texas, authorizing the award of bid 2014-115 to DineRite, LLC to provide meal services for the senior meal program in an amount not to exceed $2.90 unit price per meal.

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

Goal: Healthy, Safe & Vibrant Neighborhoods

Background

The City of Lancaster has contracted with the Dallas Area Agency on Aging (DAAA) to provide a well-balanced daily lunch meal for senior adult citizens of Lancaster and the surrounding areas. In December 2008, City Council approved a contract with The Paper Plate, Inc. (TPI) through their subsidiary Silver Meals to provide meal services for the senior citizen meal program at a cost of $3.85 per meal which expires in December 2013.

In October 2013, staff advertised for a new contract provider for the senior meal services. A taste test was conducted on November 20, 2013 by the Senior Senate Council of The Senior Life Center.

Staff made an effort to include local food vendors in the bid process. Unfortunately, no local food vendors submitted bids. The existing vendor (Paper Plate) did not bid on the new contract. Five bids were received and the lowest qualified vendor was DineRite in Dallas, Texas.

The total amount of the award is estimated, and actual expenditures may vary but will not exceed the reimbursable amount of $2.90 per meal.

Considerations

- **Operational** – The contract will be for one year with four one-year renewal options. The meals will be delivered daily based on a pre-planned menu.

- **Legal** – This bid was processed in accordance with all local and state purchasing statutes. Five bids were received and one is M/WBE certified. The contract should be awarded by the unit price. The total amount of the award is estimated and the actual expenditures may be more or less depending on actual needs. The price per unit will not change.

- **Financial** – Funding for the meal service is reimbursed by the Dallas Area Agency on Aging (DAAA) at a rate of $6.08 per meal which includes processing, disposable supplies and staffing. DineRite will provide the meals at a rate of $2.90 per meal.

- **Public Information** – Bids were advertised on October 8 and 15, 2013 in the Focus News and posted on the City's e-procurement system. Bids were opened on October 30, 2013 at 10:00am. A taste test was conducted on November 20, 2013 with the Senior Senate of the Senior Life Center.

Options/Alternatives

1. Council may approve the item as presented.
2. Council may reject the item which would leave the program without meal services.

Recommendation

Staff recommends awarding of this contract to DineRite, LLC in an amount not to exceed the unit price of $2.90 per meal.

Attachments

• Resolution
• Contract
• Tab Sheet
• Sample Menu

Submitted by:
Sean Johnson, Director of Parks, Recreation and Library Services
Dawn Berry, Purchasing Agent

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, AUTHORIZING THE AWARD OF BID 2014-115 TO DINERITE, LLC TO PROVIDE MEAL SERVICES FOR THE SENIOR MEAL PROGRAM IN AN AMOUNT NOT TO EXCEED $2.90 UNIT PRICE PER MEAL; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT PURSUANT TO APPROVAL; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has been designated as an agency for Dallas Area Agency on Aging to provide a site location for senior meal services; and

WHEREAS, the City of Lancaster desires to continue to provide such meals services;

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

Section 1. The City Council does hereby authorize the award of bid 2014-115 for meal services to DineRite LLC for an amount not to exceed the unit price of $2.90 per meal pursuant to the contract, attached hereto and incorporated herein by reference as Exhibit "A". The City of Lancaster shall be reimbursed $6.08 per meal which includes processing, disposable supplies and staff charges from the Dallas Area Agency on Aging.

Section 2. The City of Lancaster does hereby authorize the City Manager to issue appropriate purchase orders to conform to this resolution.

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, and it is duly resolved.

DULY PASSED AND APPROVED by the City Council of the City of Lancaster, Texas, on this the 9th day of December 2013.

ATTEST: **APPROVED:**

_____ _____

Dolle K. Downe, City Secretary Marcus E. Knight, Mayor

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

FOOD SERVICE CONTRACT AGREEMENT

This Agreement is made by and between the City of Lancaster, Texas, a home-rule municipality (hereinafter referred to as the "City") and **DineRite, LLC.**, (hereinafter referred to as the "Provider") for **Meal Services (2013-104)**, (hereinafter referred to as the "Project"), the City and the Provider hereby agree as follows:

ARTICLE I: CONTRACT & CONTRACT DOCUMENTS

THE CONTRACT

The Contract between the City and the Provider, of which this Agreement is a part, consists of the Contract Documents.

THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the Invitation to Bid, all Requirements and Instructions to Bidders, the Specifications, the response and all Change Orders issued hereafter, any other amendments hereto executed by the parties hereafter, together with the following (if any): **None.**

ARTICLE 2: TERM

The contract shall commence on December 1, 2013 and continue for one (1) full year with the option to renew the contract for four (4) additional one-year periods. Both parties must be in agreement. Prices are firm for the first year. Any price increase after year one, must be justified and documentation submitted. Price increases may not exceed the current Consumer Price Index (U) for the D/FW Region.

ARTICLE 3: PAYMENT

Provider shall be paid in accordance with proposal schedule submitted and attached as Exhibit A. Payment terms are Net 30 calendar days. Provider shall only bill for the stated number of meals ordered each day plus any additional supplies ordered.

ARTICLE 4: NOTICE

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

CITY:	**PROVIDER:**
City of Lancaster City Manager PO Box 940 Lancaster, TX 75146	DineRite, LLC Chad Elias 2505 Farmington Street Dallas, TX 75207

ARTICLE 5: TERMINATION

Termination Without Cause – Either party may terminate this contract at any time upon ninety (90) days prior written notice to the other of the intention to terminate this Contract.

Termination With Cause – In the event either party breaches a material provision of this contract, the non-breaching party shall give the other party notice of such cause. In the event the cause is not remedied within ten (10) days the other party shall have the right to terminate the contract upon expiration of the remedy period.

ARTICLE 6: SCOPE OF SERVICE

General

Provider shall furnish meals and supplies for the City of Lancaster. The Provider shall maintain food preparation facilities in a sanitary condition at all times, employ and train food service employees, use standard food cost control methods, furnish supervisory personnel in setting up and maintaining the operation at a high standard, do all buying and record-keeping, including payrolls.

Food preparation facilities must be properly registered and inspected. Copies of the inspection reports must be forwarded to the City upon receipt. The provider must maintain recipe files for all menu items for inspection by Dallas Area Agency on Aging (DAAA) or by either city.

All statutes, guidelines, laws, standards, and regulations regarding food service and senior meals must be followed. This includes current and any future changes. (ex. DRA to RDI)

Locations

All meals shall be prepared and delivered by Provider to the site location listed below.

City of Lancaster	240 Veterans Memorial Parkway Lancaster, TX 75134

Meal Schedule

City will notify Provider daily by 3:30 PM of the number of meals required for the following day. In the event, City does not notify provider, provider shall provide the same quantity as the previous day.

Food must be delivered by 11:45 AM and no earlier than 11:15 AM.

Food must be delivered in Foil pans that can be thrown away.

Lunch is provided and served daily at 11:30 AM Monday through Friday, with the exception of designated holidays.

Holidays include:	New Year's Day	Labor Day
	Martin Luther King Birthday	Thanksgiving (Thursday/Friday)
	Good Friday	Christmas Day
	Memorial Day	Floating 1 - Day
	July 4th	

Food Quality Standards

Food used in the preparation of meals shall meet the following minimum standards.

1. Canned fruits and vegetables shall be USDA Grade A or Fancy.
2. Fresh fruit and vegetables shall be U.S. Fancy, U.S. No. 1 or better.
3. Eggs and dairy products shall be USDA Grade A or better. Low fat (2%) milk shall be used.
4. Pork shall be No. 1 and tender with a minimum of fat.
5. Poultry shall be USDA Grade A. Serving portion shall include a breast and a wing, leg or thigh. Chicken quarters shall come from a 2 and 1/2 lb. or larger chicken to provide 2.5 oz. cooked meat. If chicken quarters are served the pan must contain 50% white meat and 50% dark meat.
6. Ground beef shall be USDA Grade Utility or better with a maximum fat content of 20% and a maximum textured vegetable protein content of 7%. Roast beef shall have no more than 7% filler.
7. No salt or pepper shall be added to the food following its preparation. Iodized salt shall be available and black pepper for seasoning during food consumption.
8. All foods shall be prepared from Standardized Recipes to ensure consistent quality.
9. Provider shall preserve the nutritional value and safety of food when purchasing, receiving, preparing and delivering to the designated sites.

10. Provider shall ensure that meals are delivered to the meal sites at proper temperature: hot food shall be 140 degrees Fahrenheit or higher, cold food at 40 degrees Fahrenheit or lower and frozen food is to be at 32 degrees Fahrenheit or lower. Provider shall use proper transport equipment to maintain the necessary holding temperatures.
11. Meals shall consist of the following: 2.5 oz. cooked serving of protein obtained from the entrée, 2 1/2 cup serving of vegetables and or fruits, 1 serving of bread, 1 serving of margarine, and 1 1/2 pint serving of 2% milk.
12. One-half cup serving of vegetable or fruit may be mixed with entrée or as part of the soup or salad.
13. Whole grain or enriched bread is an alternate for bread.
14. Provider shall provide condiments and "extras" suitable for elderly consumers.
15. Provider shall ensure that the overall appearance of the meals must meet or exceed commercial food service standards, including the food's color, odor and taste. Product specification of new menu items shall accompany the menu packet for review and approval by City.
16. The following are prohibited:
    a. Dried beans, peas, or lentils in a half-cup serving or in combination with other foods, should be counted either as a meat altenative for entree or as a vegetable but not both.
    b. Juice or fruit used as a desert, may not be counted toward the two servings of vegetable/fruit.
    c. Juice is not acceptable as a desert.
    d. Gelatin deserts must contain fruit. Fruits and vegetable in a gelatin may be counted only as ¼ cup of the fruit/vegetable requirements.
    e. No meal will include more than three high starch items.
    f. Deviations from the standard menu pattern that are nutrionally adequate may be planned as necessary and appropriate, provided that there is the equivalent of standard serving sizes of at least five different food items and as long as RDA requirements are met. Such deviations will be allowed as follows:
        i. Ethnic, cultural, and regional menus may deviate from the standard menu pattern once per week.
        ii. Shelf stable emergency meals may deviate from the standard menu pattern as necessary during an emergency.
        iii. Holiday meals may deviate from the standard menu pattern as necessary.

Inspection

City may inspect Provider's food service facilities, at any time, to determine compliance with this contract.

Menu

1. All meals should meet or exceed the one-third daily-recommended allowance for people age 60 or older. Each menu cycle, with complete analysis, shall be submitted to City not less than sixty (60) days prior to implementation for the City's review.
2. The City will review and approve within seven (7) days.

3. All meals shall be served as planned. When substitutions are unavoidable, a written request shall be mailed to City for approval prior to implementation.

4. Menus shall be jointly reviewed and agreed upon monthly by City and Provider.

Reports

Provider shall submit a quarterly self-assessment to City. The self-assessment report shall address the following: consumer satisfaction, condition of transporting equipment, meal shortages, and deficiencies from previous reports, temperature or quality refusals of food and any other information requested by City.

Special Requests

City shall give Provider 24 hour notice when City desires a box lunch or (5) days for a holiday gift pack.

Provider Employees

Delivery staff must be in uniform or wearing company identification. Vehicles must be clearly marked.

Additional Contract Requirements

The provider must meet the broad spectrum of regulations and statutes appropriate to the conduct of the Nutrition Program for the Elderly as promulgated by the United States Department of Health and Human Services and administered by the Administration on Aging, the Texas Department of Aging and Disability Services and the Dallas Area Agency on Aging. Such items include Public Law 100-175 and Title Ill C-i of the Older Americans Act Amendments of 1987 as identified in the Rules and Regulations published in the Federal Register March 29, 1988 and signed June, 1988, by the Secretary of Health and Human Services, Office of Human Development Services. Copies of these may be obtained from the U.S. Government Printing Office or its local subsidiaries and branches.

The provider will provide a designated manager who will devote the necessary time and effort required to ensure the execution and maintenance of the contract. The designated manager and at least one employee responsible for meal production must be a Certified Food Service Manager **(or equivalent outside the State of Texas).**

The provider will select, purchase, and prepare food following menus approved by **DAAA.**

All meals must be of the highest possible quality and appealing in appearance and taste.

The provider will assure that food-handling **(cooking & storage)** methods will maintain the quality and safety of foods.

The provider must meet local and State Health Regulations for food service sanitation in places where food is to be prepared. All kitchens where food is to be prepared will be inspected by the State Department of Health or County Health Departments. All planning, preparation, handling, and serving of meals must comply with applicable Texas Food Establishment Rules **(or equivalent outside the State of Texas)** and applicable requirements of Nutrition Service Requirements 84.5. This includes the maintenance by the provider of all applicable inspections and licenses for vendor facilities, equipment and personnel.

The provider will be responsible for all fees and licenses required to operate under this contract for the full duration of this contract.

The provider is required to keep full and accurate sales and procurement records related to purchases covered by the contract. All such records shall be maintained for a minimum of three

(3) years after the end of the federal fiscal year to which they pertain. The vendor shall agree that authorized auditors and officials, upon request, shall have access to all such records for audit and review at a reasonable time and place, and may conduct on-site reviews of the food service, transportation, and handling operations.

The provider must use USDA cash for the purpose of purchasing U.S. Agricultural commodities and other foods of U.S. origin.

Daily Nutrition Requirements

Each meal served will contain at least one-third (1/3) of the current Dietary Reference Intakes for persons 60 years and older in accordance with the most recent edition of the Dietary Reference Intakes by the Food and Nutrition Board of the National Academy of Sciences-National Research Council.

Maintenance of optimal nutritional status through menu planning will be reflected by menus high in fiber and moderate in fat **(not to exceed 30 grams whenever feasible),** salt and simple sugar.

Dietary Nutrition Documentation

Documentation of nutritional adequacy must reflect, at a minimum, adequate provision of the following six nutrients: protein, calcium, iron, thiamin, vitamin A, and Vitamin C. Documentation must show that each meal provides at least 600 and not more than 1,000 calories **(the recommended level being between 750 and 850 calories).** -

Methods of nutrient analysis documentation may be any one or a combination of the following:

- A computer **(or manual)** analysis based upon USDA Handbook Number 456, and Number 8 or Number 72.
- A nutrient standard method.
- A checklist methods or food group methods approved by the Texas Department of Aging and Disability Services.

All raw food used in the preparation of meals should be of the highest possible quality. All food will be prepared from standardized recipes, without added salt. Tested quality recipes, adjusted to yield the number of servings needed must be used to assure consistent and desirable quality and quantity. The provider will maintain recipe files for all menu items for inspection upon request by **DAAA.**

Daily Cleaning and Illness Reporting

Daily cleaning and sanitizing of serving utensils will be the responsibility of nutrition site personnel.

The provider will promptly initiate investigation by local health authorities of complaints involving two or more persons with symptoms of food borne illness within a similar time frame after consuming food at a nutrition site.

DAAA must be notified by the provider immediately of reports of food borne illness. The provider will promptly investigate reports of food adulterated by any foreign object. DAAA must be notified by the provider immediately of reports of adulterated food. The provider will ensure that site volunteers and staff who serve food receive training covering food handling and sanitation practices. The provider must maintain a copy of the sign-in sheet for training.

ARTICLE 7: INDEMNITY

CITY SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE INDEMNIFIED, DEFENDED, HELD HARMLESS AND RELEASED BY PROVIDER FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY OR LOSS TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING THE PROVIDER, OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF PROVIDER UNDER THIS AGREEMENT, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF CITY, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS CONTRACT IS AN INDEMNITY EXTENDED BY PROVIDER TO INDEMNIFY AND PROTECT CITY FROM THE CONSEQUENCES OF THE PROVIDER'S AS WELL AS THE CITY'S NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE.

ARTICLE 8: INSURANCE REQUIREMENTS

The Provider will secure and maintain Contractual Liability insurance to cover this indemnification agreement that will be primary and non-contributory as to any insurance maintained by the City for its own benefit, including self-insurance. In addition, Operator shall obtain and file with City a Certificate of Insurance evidencing the required coverage. Insurance Requirements for the City of Lancaster shall be as follows:

Commercial General Liability: $2,000,000.00 combined single limit per occurrence for Fire Damage, Medical Expenses, Personal and Advertising Injury, General Aggregate and Products - Completed Operations Operation. This policy shall have no coverage removed by exclusions.

Automobile Liability: $1,000,000.00 combined single limit per accident/occurrence for bodily injury and property damage. Coverage should be provided as a "Code 1," any auto.

Workers' Compensation and Employers' Liability: Statutory. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from the activities under this Contract.

Other Insurance Provisions:

(1) The City be named as an additional insured on the Commercial General Liability and Automobile Liability Insurance policies. These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by the insurer to bid coverage on its behalf.

(2) Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to the City. If the policy is canceled for non-payment of premium, only ten (10) days notice is required.

(3) Insurance is to be placed with insurers with a Best rating of no less than A: VII. The company must also be duly authorized to transact business in the State of Texas.

(4) Certificates of Insurance and Endorsement effecting coverage by this section shall be forwarded to:

City of Lancaster
Purchasing
PO Box 940
Lancaster, Texas 75146

(5) Insurance Certificate must be submitted and issued with the City listed as the certificate holder.

ARTICLE 9: MISCELLANEOUS

AMENDMENT

This Agreement may only be amended by the written mutual agreement of both parties.

REPRESENTATIONS AND WARRANTIES

Existence – Provider is a corporation and duly organized, validly existing, and in good standing under the laws of the State of Texas and is qualified to carry on its business in the State of Texas.

GOVERNING LAW

That this agreement is made subject to all applicable statutes, ordinances, and constitutional provisions pertaining to home rule cities in the State of Texas, and will be effective on the date of execution by the agreeing parties.

Executed in single or multiple originals, this 9th day of December, 2013.

CITY OF LANCASTER

_____
Opal Mauldin Robertson, City Manager

ATTEST:

_____
Dolle K. Downe, City Secretary

DINERITE, LLC

_____

_____
Type/Print Name and Title

2505 Farmington Street
Dallas, TX 75207

City of Lancaster, Texas (Purchasing)
Supplier Response

Bid Information

Bid Creator	Dawn Berry Purchasing Agent
Email	dberry@lancaster-tx.com
Phone	(972) 218-1329
Fax	(972) 218-3621
Bid Number	2014-115
Title	Meal Services
Bid Type	RFP-Weighted
Issue Date	10/11/2013
Close Date	10/30/2013 10:00:00 AM CT
Need by Date	

Contact Information

Address	PO Box 940 Lancaster, TX 75146
Contact	Dawn Berry Purchasing Agent
Department	Purchasing
Building	
Floor/Room	
Telephone	(972) 218-1329
Fax	(972) 218-3621
Email	dberry@lancaster-tx.com

Ship to Information

Address	
Contact	
Department	
Building	
Floor/Room	
Telephone	
Fax	
Email	

Supplier Information

Company	DineRite, LLC
Address	2505 Farrington Street Dallas, TX 75207
Contact	Chad Elias
Department	
Building	
Floor/Room	
Telephone	1 (214) 484-5131
Fax	1 (214) 484-5602
Email	celias@dinerite.com
Submitted	10/30/2013 9:18:24 AM CT
Total	$91,785.00

Signature _____

Supplier Notes

Bid Notes

Joint Bid between the City of Lancaster and The City of Duncanville.

Bid Activities

Date	Name	Description
10/8/2013 8:00:00 AM	Week 1	Week 1 Advertisement - Focus News
10/15/2013 8:00:00 AM	Week 2	Week 2 Advertisement - Focus News

Bid Messages

Date	Subject	Message
10/28/13	Reminder:	Bids are due on October 30 prior to 10:00 AM. Good Luck!
10/30/13	Review	Thank you for submitting your response. The City will be reviewing the submittals over the next few weeks and will post a decision when one has been made.

Please review the following and respond where necessary

#	Name	Note	Response
1	Annual Contract	This agreement will contain a fixed pricing structure for the term of the agreement. Quantities shown are estimates and NOT a commitment to buy any specific quantity. Orders will be placed on a non-exclusive, "as needed", basis.	Agreed
2	One Year - 4 Renewals	Length of this contract shall be for one (1) full year with the option to renew the contract for four additional one-year periods. Both parties must be in agreement.	Agree
3	Price Increases	Prices are firm for the first year. Any price increase after year one, must be justified and documentation submitted. Price increases may not exceed the current Consumer Price Index (U) for the D/FW Region.	Agree
4	Response Term	Responses shall be valid for ninety (90) calendar days after the opening date and shall constitute an irrevocable offer to the City of Lancaster for the 90 calendar day period. The 90 calendar day period may be extended by mutual agreement of the parties.	Agree
5	Terminology	Throughout this document, the terms Contractor, Bidder, Proposer, and/or Vendor may be used interchangeably. Reference to any of these terms throughout this document should be construed by the reader as meaning any bidder for the products/services being requested (e.g., Bidder, Proposer); or the bidder who has been awarded a bid/RFQ or contract (e.g., Contractor, Vendor).	Agree
6	Company Ownership	Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizaitional and directional terms.	No
7	Litigation with City of Lancaster	Is your firm involved in any litigation (past or pending) with the city of Lancaster? If yes, please provide details.	No
8	NEPOTISM STATEMENT	The Bidder or Proposer or any officer, if the Bidder or Proposer is other than an individual, shall state whether Bidder or Proposer has a relationship, either by blood or marriage, with any official or employee of the City of Lancaster:	Not Related
9	Non-Performance	Identify if your firm has had any contracts terminated due to non-performance over the past five (5) years.	NO my firm does not have any contract terminated due to non-performance over the past five years.
10	Open Records Act	All responses will be maintained confidential until award is finalized. At that time, all proposals are subject to the Open Records Act.	Agreed
11	PROPERTY TAXES	Please indicate whether you or your company, owe delinquent property taxes to the City whether an assumed name, partnership, corporation, or any other legal form.	Do Not

12	Website Address	Enter product website information	www.dinerite.com
13	Cooperative Agreement	Should other Government Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications, and pricing would apply? If you, the Vendor checked yes, the following will apply: Government entities utilizing Inter-Governmental Contracts with the City of Lancaster will be eligible, but not obligated, to purchase materials/services under this contract(s) awarded as a result of this bid. All purchases by Governmental Entities other than the City of Lancaster will be billed directly to that Governmental Entity and paid by that Governmental Entity. The City of Lancaster will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their own material/service as needed.	Yes
14	T&C Acknowledgement	I have read and agree to the terms and conditions of this bid.	Agreed
15	Bid Acknowledgement	Bidder affirms that they have read and understand all requirements of this proposal. Additionally, the bidder affirms that they are duly authorized to execute this contract and that this company has not prepared this proposal in collusion with any other proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the bidder nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this type of business prior to the official opening of this proposal.	Agreed
16	Insurance	Vendor shall provide insurance as listed in the insurance requirements attached.	Understood
17	Alternate Items	1.) Variations from the specification may be acceptable provided such differences are noted on the bid and detailed specifications uploaded for review. <p>2.) Any substitutions from the brand name mentioned must be proved to be equal and may be considered for award by the Purchasing Agent and requesting department, if so proven.	Agreed
18	County	What county is your principal place of business located?	Dallas County
19	Immigration	Employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the US) and aliens authorized to work in the US. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.	(No Response Required)
20	Audit	The City reserves the right to audit the records and performance of the Contractor during the term of the contract and for three years thereafter.	(No Response Required)

21	Contractor Responsibility	Keep project area in a safe and clean environment at all times during the contract period. Ensure all work is executed in accordance with OSHA (Occupational Safety and Health Administration) Requirements. Contractor must ensure that all Federal, State, and Local regulation are met.	(No Response Required)
22	Questions	All questions shall be addressed to Dawn Berry, Purchasing Agent via email at purchasing@lancaster-tx.com.	Agree
23	Laws and ordenances	The Contractor shall at all times observe and comply with all Federal, State, and local laws, ordinances and regulations which in any manner affect the Contract or the work.	Understood
24	Change Orders	No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the city of Lancaster.	Agreed
25	Late Submission	Bids/RFQs are not accepted after the closing date and time. The City of Lancaster is not responsible computer, mail or carrier issues/problems. The server time located in the top right corner of this software is the official clock. It is the responsibility of the user to ensure you have chosen the correct time zone for your company.	Understood
26	MODIFICATION OF A SUBMITTED BID / PROPOSALS	A proposer may modify a response electronically by logging into the e-procurement system and retracting their bid. Changes can be made up to the closing date and time. It is the vendor's responsibility to save any changes and re-submit their response.	Understood
27	AWARD OF CONTRACT	The contractor shall not commence work under these terms and conditions of the contract until all applicable Certificates of Insurance, Performance and Payment Bonds and have been approved by the City of Lancaster and he/she has received notice to proceed in writing and an executed copy of the contract from the City of Lancaster.	Agreed
28	Deviation	<B>DEVIATIONS</B>: In the event, you the Proposer, intends to deviate from the general terms, conditions, special conditions or specifications contrary to those listed in the "Terms and Conditions" and other information attached hereto, all such deviations must be detailed and uploaded in the RESPONSE ATTACHMENTS section of the e-pro system with the description DEVIATION. <P><B>NO DEVIATIONS</B>: In the absence of any deviation, Proposer assures the City of Proposer's compliance with the Terms, Conditions, Specifications, and information contained in this RFP.	None
29	Contractor Independence	Contractor will operate as an independent contractor and not an agent, representative, partner, or employee of the City of Lancaster, and shall control his operations at the work site, and be solely responsible for the acts or omissions of his employee(s). All wages, taxes, and worker's compensation of all contract employees shall be paid by the contractor.	(No Response Required)
30	MWBE 1	Is your company M/WBE or HUB certified?	No
31	MWBE 2	If yes, what is your certification number?	N/A

32	MWBE 3	If yes, what agency completed the certification?	N/A
33	MWBE 4	If yes, what is the expiration date of your certification?	N/A
34	BID PROTESTS	All protests regarding the bid solicitation process must be submitted in writing to the Purchasing Agent within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as protests relating to alleged improprieties or ambiguities in the specifications. <p> The limitation does not include protests relating to staff recommendations as to award of a bid. Protests relating to staff recommendations may be directed to the City Council by contacting the City Secretary PRIOR to Council Award.	Agreed
35	Reciprocal Information 1	The City of Lancaster, as a governmental agency of the State of Texas, may not award a contract for general construction, improvements, services or public works projects or purchases of supplies, materials, or equipment to a non-resident bidder unless the non-resident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder to obtain a comparable contract in the state in which the non-resident's principal place of business is located (Article 601g v.t.c.s.). Bidder shall answer all the following questions by encircling the appropriate response or completing the blank provided. <p>**Where is your principal place of business?	Texas
36	Reciprocal Information 2	For Businesses not located in Texas, does your state favor resident bidders (bidders in your state) by some dollar increment or percentage?	N/A
37	Reciprocal Information 3	If Yes, What is the dollar increment or percentage?	N/A
38	Notification	How did you here about this bid opportunity?	e-pro
39	Plan Room - Other	If yes for a plan room or other, please list which plan room or other means of notification.	N/A

Line Items

#	Qty	UOM	Description	Response
1	1	PKG	Food Service Meals and Supplies	$91,785.00

Item Notes: The current price per meal is $4.25

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Prompt Payment Discount	Indicate whether Bidder offers a prompt payment discount. Discounts will not be considered in determing low bid. Unless otherwise specified, payment terms will be Net 30.	no discounts

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
1.1	12,550	Meals	Meals Services Delivered to: 240 Veterans Memorial Pkwy, Lancaster, TX 75134. Unit price is all inclusive of labor, delivery, food cost, plastic ware and condiments.	2.90

Item Notes: Average 50 per day.

Supplier Notes:

1.2	19,100	Meals	Meal Services Delivered to: 206 James Collins Blvd., Duncanville, TX 75116-4819. Unit price is all inclusive of labor, delivery, food cost, and condiments.	2.90

Item Notes: Approximately 76 Meals per day

Supplier Notes:

2	30	Boxes	Gloves, Polyethylene High Density, 200 per box, one size fits all	No Bid

Manufacturer #: 5138615500

Item Notes: Quantity is an estimate only

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Brand	List the brand you are proposing and that will be supplied.	
2	Model #	List the brand you are proposing and that will be supplied.	

3	6	Boxes	Gloves, Latex, 100 per box	No Bid

Manufacturer: Safety Grip Manufacturer #: 63256 01014

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Brand	List the brand you are proposing and that will be supplied.	
2	Model #	List the brand you are proposing and that will be supplied.	

4 23 Bags Hair Nets, 100/bag No Bid

Manufacturer: Uline Manufacturer #: S-1048W

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Brand	List the brand you are proposing and that will be supplied.	
2	Model #	List the brand you are proposing and that will be supplied.	

5 24 Cases Foam Cups, 8 ounce, 1000/cs No Bid

Manufacturer: Dart Manufacturer #: W8J8

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Brand	List the brand you are proposing and that will be supplied.	
2	Model #	List the brand you are proposing and that will be supplied.	

6 98 Cases Six Compartment Lunch Trays, 4 boxes/case, 500/box No Bid

Manufacturer: Darnell Manufacturer #: SLT-6

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Brand	List the brand you are proposing and that will be supplied.	
2	Model #	List the brand you are proposing and that will be supplied.	

7	5	Boxes	Forks, 1000/box, Medium Weight	No Bid

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Brand	List the brand you are proposing and that will be supplied.	
2	Model #	List the brand you are proposing and that will be supplied.	

8	5	Boxes	Spoons, 1000/box, Medium Weight	No Bid

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Brand	List the brand you are proposing and that will be supplied.	
2	Model #	List the brand you are proposing and that will be supplied.	

9	5	Boxes	Knives, 1000/box, Medium Weight	No Bid

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Brand	List the brand you are proposing and that will be supplied.	
2	Model #	List the brand you are proposing and that will be supplied.	

10	1	EA	Cost per Nutritional Education Sessions	No Bid

Item Notes:

Supplier Notes:

Response Total: $91,785.00

DineRite, LLC
2505 Farrington Street
Dallas, Texas 75207
Phone: 214-484-5131
LeBron Morgan
lmorgan@dinerite.com

-- For –

Senior Meal Service
For
The Cities of Lancaster
and Duncanville

ATTACHMENTS

- Attachment A.
  - Insurance Coverage
- Attachment B
  - Contact information: Chad Elias
  - Phone 214-484-5131
  - Email: clias@dinerite.com
  - 2505 Farrington Street, Dallas, TX 75207
  - Contact for primary contact:
  - LeBron Morgan, 214-484-5131 ext. 110
  - lmorgan@dinerite.com
  - DineRite has 36 employee and will add additional staff if and when needed.
- Attachment C
  - DineRite W-9
  - Conflict of Interest
  - Health Permit
  - Statement of Qualifications Form
  - Non-Appropriations Clause Affidavit
  - Who is DineRite

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
DINERITE LLC

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ C

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)
2505 Farrington Street

Requester's name and address (optional)

City, state, and ZIP code
Dallas TX 75207

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

Employer identification number
3 8 - 3 8 6 9 0 3 7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ L. Ellis Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Exhibit A

STATE OF TEXAS – FORM CIQ
CONFLICT OF INTEREST QUESTIONNAIRE
For A Vendor or Other Person Doing Business with the City of Lancaster

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose on this form the vendor name, person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, the questionnaire must be filed with the Purchasing Agent of the City of Lancaster not later than the 7th business day after the date the person becomes aware of the facts that require the statement to be filed.

Please return the completed form to City of Lancaster, Attn: Purchasing, PO Box 940, Lancaster, TX 75146.

See Section 176.006 of the Local Government Code for further details. Note: A person commits an offense (Class C misdemeanor) if the person violates Section 176.006.

A City of Lancaster employee or officer is defined as a member of the Lancaster City Council, Lancaster Economic Development Corporation Board of Directors, Lancaster Recreational Development Corporation Board of Directors, Housing-Finance Corporation Board of Directors, and any employee of the City that makes purchasing decisions or recommendations regarding the use of funds of the City or said corporations.

1. Please provide the following information:

Company Name:	Dine Rite, LLC	Contact	Chad Elias
Address	2505 Farrington Street	Phone	214-484-5131
Check this box if you are filing an update to a previously filed questionnaire.		Dallas, TX 75207	

2. Name of each employee, official, or contractor of the City of Lancaster who makes purchasing decisions or recommendations regarding the use of funds of the City or corporations listed above and describe the business relationship with your firm.

Name	Affiliation or Business Relationship

Complete item 3 if you have listed someone in Item 2. This section must be completed for each officer with whom the vendor/business (filer) has an affiliation or other relationship. Attach additional pages, if necessary.

3. Name of City of Lancaster officer with whom the vendor/business has affiliation or business relationship.

A	Is the City of Lancaster employee or officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?	YES	NO
B	Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the City of Lancaster officer named in this section and the taxable income is not from the City of Lancaster?	YES	NO
C	Is the filer of this questionnaire affiliated with a corporation or other business entity that the City of Lancaster employee or officer serves as an officer or director, or hold an ownership of 10 percent or more?	YES	NO
D	Describe each affiliation or business relationship.		

4. Signature

Signature of person doing business with the City of Lancaster (filer)

10/29/13

Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/16/2013

Exhibit A

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Phone: 972-671-9105 Fax: 972-671-9804
GRAYHAWK INSURANCE & RISK MANAGEMENT
1740 NORTH COLLINS, SUITE 200
RICHARDSON TX 75080

CONTACT NAME: GRAYHAWK INSURANCE & RISK MANAGEMENT
PHONE (A/C, No, Ext): 972-671-9105 FAX (A/C, No): 972-671-9804
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : AMERICA FIRST LLOYDS INS CO	
INSURER B : NETHERLANDS INSURANCE CO	
INSURER C :	
INSURER D:	
INSURER E :	
INSURER F :	

INSURED
DINERITE, LLC
CHILD CARE NUTRITION, LLC
18484 PRESTON RD.
DALLAS TX 75252

COVERAGES CERTIFICATE NUMBER: 65705 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			CBP4008586749	03/23/13	03/23/14	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	CLAIMS-MADE X OCCUR						MED. EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY			BA4008586744	03/23/13	03/23/14	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (per accident)	$
								$
A	X UMBRELLA LIAB / OCCUR			CU4008586746	03/23/13	03/23/14	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC4008586745	03/23/13	03/23/14	X WC STATU-TORY LIMITS / OTH-ER	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE-POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Attention:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert Dreiling

ACORD 25 (2010/05)

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NON-APPROPRIATION CLAUSE AFFIDAVIT

Notwithstanding anything to the contrary herein, in the event the City fails to appropriate sufficient funds for any of the City's fiscal years occurring during the term of this agreement, which appropriations are for the purpose of paying the monthly or other charges set forth in this meal services agreement or similar to those described herein, the term of this agreement shall end midnight on September 30, of the City's fiscal year for which appropriations were made without further liability to Dine Rite, LLC except for payment of monthly charges due and payable for services provided prior to the date of termination.

APPROVAL:

By: Chad Elias Title: President

Signature: Company: Dine Rite, LLC

Subscribed and sworn to before me, this 30 day of October, 2013 to certify which witness my hand and seal of office:

Christina N. Freeman
Notary Public - Signature

Stamp:

CHRISTINA NOEL FREEMAN
Notary Public, State of Texas
My Commission Expires
April 11, 2015

SUSPENSION AND DEBARMENT CERTIFICATION

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-Federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred.

I, the undersigned agent for the firm named below, certify that neither the firm nor its principals are suspended or debarred by a Federal agency.

DireRite, LLC
Company Name

38-3869037
Federal ID #

Signature

Chad Elias
Printed Name

10/29/13
Date

FOOD PRODUCTS ESTABLISHMENT PERMIT

CITY OF DALLAS

Name of Establishment DINERITE - COMMISSARY

Date Issued 4/19/2013

Owner's Name DINERITE, LLC

Location of Establishment 2505 FARRINGTON ST

Establishment Number (Card Code) 1878 (9155)

DISTRICT 11
44B

This permit is to remain in full force from date of issuance unless revoked by the Director of Code Compliance for noncompliance with the City of Dallas Code or with laws of the State of Texas.

THIS PERMIT IS NOT TRANSFERABLE AND MUST BE FRAMED SEPARATELY AND CONSPICUOUSLY DISPLAYED AT ALL TIMES.

THIS PERMIT WILL LAPSE IF THE ANNUAL INSPECTION FEE IS NOT RECEIVED BY DECEMBER 31 OF EACH YEAR; AN ADDITIONAL REINSTATEMENT FEE WILL BE DUE IF RECEIVED AFTER DECEMBER 31.

Special Conditions or Limitations:

Code Compliance Official

CCS-FRM-475 Effective Date 08/05/2011 Rev 1

Exhibit A

DineRite's Menu

3 oz. Chicken Parmesan	3 oz. Roast Beef w Tangy Sauce	3 oz. Herb Seasoned Pork	3 oz. Salisbury Steak	3 oz. Chicken Fettuccine
1/2 cup Fruit Cocktail	1/2 cup Sweet Potatoes	1/2 cup Roasted Potato Medley	1/2 Mashed Potato	1/2 cup Fruit Medley Mix
3/4 cup Garden Salad	1/2 cup Broccoli	1/2 cup Beets	1/2 cup Spinach	1/2 cup Sautéed Zucchini
1 Garlic Roll	1 Garlic Roll	1 Wheat Roll	1 Wheat Roll	1 Garlic Roll
1 Milk	1 Milk	1 Milk	1 Milk	1 Milk
Peach Cobbler	1/2 cup Cinnamon Apples	Fudge Brownie	Fruit Jell-O	Large Cookie
	DineRite's cost per meal $2.90		**DineRite's cost per meal $2.90**	
3 oz. Meatloaf	3 oz. Blue Ribbon Chili w/chips	3 oz. Beef Stroganoff w/Gravy	3 oz. Chef Salad	3 oz. BBQ Sandwich
1/2 cup Mashed Potatoes	1/2 cup Peaches	1/2 Baked Potato	w Turkey & Egg	1/2 cup Texas Ranch Beans
1/2 cup Steamed Corn	1/2 Vegetable Sticks	1/2 cup Steamed Green Beans	1/2 cup Fruit Variety	1/2 cup Whole Kernel Corn
1/2 cup Sweet Oranges	1 Wheat Roll	1 Garlic Roll	1 Garlic Roll	1/2 cup Hawaiian Pineapple Tidbits
1 Milk	1 Milk	1 Mild	1 Milk	1 Milk
Fudge Brownie	Fruit Jell-O	Pineapple Tidbits	Peach Crisp	Large Cookie
3 oz. Seasoned Beef over	3 oz. Tangy Barbeque Chicken	3 oz. Grilled Chicken Salad	3 oz. Roasted Chicken	Bacon, Lettuce, Tomato Sandwich
Spanish Rice	1/2 cup Potatoes Au Gratin	w Romaine/Tomato/Spinach	1/2 cup Roasted Potatoes	3/4 cup Garden Salad
1/2 cup Cucumber/Tomato	1/2 Steamed Broccoli	1/2 cup Fruit Variety	1/2 cup Sautéed Mixed Vegetables	1/2 cup Glazed Carrots
1/2 cup Fruit Variety	1/2 cup Sweet Peaches	1 Wheat Roll	1 Wheat Roll	1 Milk
1 Garlic Roll	1 Wheat Roll	1 Milk	1 Milk	Cinnamon Apples
1 Milk	1 Milk	Ranch	Fudge Brownie	Large Cookie
Peach Cobbler	Large Cookie	Large Cookie		
	DineRite's cost per meal $2.90		**DineRite's cost per meal $2.90**	
3 oz. Beef Stew	Grilled Chicken Sandwich	3 oz. Spaghetti with Meatballs	3 oz. Beef Ravioli	3 oz. Pepper Steak
1/2 cup Glazed Carrots	w Lettuce, Tomato	3/4 cup Garden Salad	1/2 cup Italian Blend Vegetables	1/2 cup Potato Wedges
1/2 cup Steamed Broccoli	1/2 cup Texas Ranch Beans	1/2 cup Steamed Broccoli	1/2 cup Steamed English Peas	1/2 cup Black bean & Corn Salad
1 Wheat Roll	1/2 cup Potatoes' Au Gratin	1 Garlic Roll	1 Garlic Roll	1 Wheat Roll
1 Milk	1 Milk	1 Milk	1 Milk	1 Milk
Peach Crisp	Pineapple Chunks	Apple Crisp	Large Cookie	Fudge Brownie
3 oz. Baked Chicken -n Rice	3 oz. Beef Enchiladas w/Sauce	3 oz. Hearty Beef Stroganoff	3oz. Sloppy Joe Sandwich	3 oz. Scrambled Eggs
1/2 cup Sweet Potatoes	1/2 cup Refried Beans	1/2 cup Sautéed Mix Vegetables	1/2 Baked French Fries	2 Hot Pancakes w/Syrup
1/2 cup Glazed Carrots	1/2 cup Sweet Corn	1/2 cup Mashed Potatoes	1/2 Seasoned Mix Vegetables	2 Slices of Turkey Bacon
1 Wheat Roll	1 Milk	1 Garlic Roll	1 Milk	1/2 cup Fancy Fruit Cocktail
1 Milk	Large Cookie	1 Milk	Peach Crisp	1 Milk
		Fudge Brownie		

Exhibit A

Exhibit A

STATEMENT OF QUALIFICATIONS
Consulting Services for Electric Rate Study and Modeling

Candidates must complete each of the following items in order to be considered.

Company Name	Dine Rite, LLC

List five (5) similar projects that your company has completed in the last five years. These should illustrate your experience with similar jobs.

	Project Name	Company	Year	Length of Contract
1				
	Scope:			
	see attached			
2				
	Scope:			
	see attached			
3				
	Scope:			
4				
	Scope:			
5				
	Scope:			

Please list your qualifications that will allow you to effectively perform the duties required by this position. Please include experience in the public school sector.

1. Presently, DineRite manages, cooks, and distributes to 18 charter school food service programs and three non-profit food service programs. DineRite provides approximately 11,000 meals per day which includes breakfast, lunch, supper meals, and snacks. All of our meals meet the Texas Department of Agriculture (TDA) and USDA requirements for meals served to school children.

2. DineRite manages two shifts of cooks and truck drivers and six on site kitchen staffs for our schools. We have 36 employees and will hire additional staff as needed.

3. DineRite creates menus monthly for all of our schools that range from Pre-K, elementary to high school. DineRite knows the characteristics, standards, portion sizes and requirements for menus to meet TDA and USDA established nutritional requirements for food service for all grade levels from Pre-K to 12th grade.

If DineRite is selected to provide the Senior Meals for The Cities of Lancaster and Duncanville we will provide excellent service and quality, great tasting food. Our commercial kitchen and trucks will provide your Senior Adults with a very good lunch day in and day out.

4. DineRite conducts and understands food safety programs, food temperature requirements for hot and cold meals. We maintain food production records and temperature logs daily for all of our present schools and non-profits. We provide meals for North Texas Food Bank, Tarrant Area Food Bank and AZAR Foundation.

5. DineRite has and does develop and maintain written departmental procedures for all food service operations. We know and follow the standard process for: production reports, menus, inventory, staffing/personnel management, budget controls, food quality, and reimbursement rates for all meals and programs.

6. DineRite will communicate with, meet with, advise, structure, and support all departments and agencies within Lancaster and Duncanville that are a part of this program. Our goal is to create a successful food service program and solve all problems as they relate to personnel, schedules, menus, and budgets. DineRite

provides balanced and nutritional meals at each serving. DineRite does not like waste and does all it can to prevent food waste.

7. Staff will be pre-screened and background checks run so that we meet compliance and all safety issues.

8. DineRite has developed a food safety program for the preparation and service of school meals served to students. The food safety program must be based on the hazard analysis and critical control point (HACCP) system established by the Secretary of Agriculture which includes Standard Operating Procedures for handling potentially hazardous foods, in accordance with State and local health and sanitation requirements. DineRite is compliance and is a registered vendor on the Texas Department of Agriculture (TDA) website.

Reference Form

Event/ Site: Advantage Academy
Contact Name: Stella Sisneros
Title: Assistant Director of Food Service
Email: ssisneros@advantageisd.org
Phone: 214-276-5848
Fax: 972-602-2212
Address: 955 Freetown Rd. Grand Prairie, TX 75051

Event/ Site: Life Schools
Contact Name: Kay Bateman
Title: Food Services Department
Email: kay.bateman@lifeschools.net
Phone: 972-274-7903
Fax: 972-274-7999
Address: 950 I-35E Lancaster, TX 75146

Event/ Site: North Texas Food Bank
Contact Name: Taylor Hannah
Title: Manager of Child Programs
Email: Taylor Hanna (Taylor@ntfb.org)
Phone: 214.330.1396
Fax: 214-331-4104
Address: 4500 S. Cockrell Hill Road Dallas, TX 75236

Event/ Site: Tarrant Area Food Bank
Contact Name: Ginger Cleveland
Title: Manager, Food for Kids
Email: ginger.cleveland@tafb.org
Phone: 817-332-9177
Fax: 817-877-5148
Address: 2600 Cullen Street, Ft. Worth, TX 76107

Event/ Site: St. Augustine Catholic School
Contact Name: Marian Davis
Email: mdavis@stadallas.com
Phone: 214-391-1381
Fax:
Address: 1054 N. St. Augustine Road, Dallas, TX 75217

Provide information on your Firm's understanding of the dietary requirements associated with this proposal.

See attached

Have you ever worked for the City of Lancaster?	Yes	No X
If yes, provide name of project and scope. NA		

Provide information on your Firm's Experience with federal, state and local governments.

See attached

Provide Information on your Firm's understanding of the dietary requirements associated with this proposal.

We certainly understand the dietary requirements associated with this proposal – we understand we are feeding senior adults' ages 60 up – target person is 65 years old. DineRite knows this person does not need salt or pepper and sugar. Our menu (attached) provides quality foods that taste good without the salt and pepper and sugar added. We use the guidelines you requested on page two and will develop more meals as we provide service.

Your concern about our food holding temperature is not going to be a concern. DineRite has the best trucks in the catering business. Our fleet of eight new trucks, all equipped wand built for the food service industry. The come equipped with hot and cold storage built within each truck. This gives DineRite the ability to keep our food at the proper temperature while in route to your facility. Please review the information attached "Who is DineRite?"

Temperature required is: proper temperature for hot food is 140 degree or higher and cold food at 40 degrees. DineRite will prepare your food in our commercial kitchen, check and record the temperature before it departs and check the temperature again when it arrives at your location. With our trucks this will not be a problem.

Provide information on DineRite's Experience with federal, state and local governments: 75% of our incomes come from TDA's reimbursement to schools for lunch and breakfast. For supper meals 100% - we know how important federal, state and local government contracts are. Without them – DineRite will be out of business quickly.

1. PROJECT TEAM ORGANIZATION AND QUALIFICATIONS

- Qualifications and previous related work of **key project personnel**, particularly with regard to working with municipalities of similar size, government structure, complexity and issues.

	Employee Name	Title	Years of Experience
1	Chad Elias	President	20+

Qualifications:

Chad has extensive experience in owning and operating businesses. Under his leadership DineRite has double in size and continues

Responsibility:

to exceed customer's quality and service expectations.

	Employee Name	Title	Years of Experience
1	LeBron Morgan	Sales Manager	35+

Qualifications:

LeBron is charged with marketing DineRite's services.

Responsibility:

	Employee Name	Title	Years of Experience
1			

Qualifications:

Responsibility:

	Employee Name	Title	Years of Experience
1			

Qualifications:

Responsibility:

FOOD SERVICE CONTRACT AGREEMENT

This Agreement is made by and between the City of Lancaster, Texas, a home-rule municipality (hereinafter referred to as the "City") and **DineRite, LLC**., (hereinafter referred to as the "Provider") for Meal Services (2013-104), (hereinafter referred to as the "Project"), the City and the Provider hereby agree as follows:

ARTICLE I: CONTRACT & CONTRACT DOCUMENTS

THE CONTRACT

The Contract between the City and the Provider, of which this Agreement is a part, consists of the Contract Documents.

THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the Invitation to Bid, all Requirements and Instructions to Bidders, the Specifications, the response and all Change Orders issued hereafter, any other amendments hereto executed by the parties hereafter, together with the following (if any): None.

ARTICLE 2: TERM

The contract shall commence on December 1, 2013 and continue for one (1) full year with the option to renew the contract for four (4) additional one-year periods. Both parties must be in agreement. Prices are firm for the first year. Any price increase after year one, must be justified and documentation submitted. Price increases may not exceed the current Consumer Price Index (U) for the D/FW Region.

ARTICLE 3: PAYMENT

Provider shall be paid in accordance with proposal schedule submitted and attached as Exhibit A. Payment terms are Net 30 calendar days. Provider shall only bill for the stated number of meals ordered each day plus any additional supplies ordered.

ARTICLE 4: NOTICE

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

CITY:	**PROVIDER:**
City of Lancaster City Manager PO Box 940 Lancaster, TX 75146	Mr. Chad Elias DineRite, LLC 2505 Farrington Street Dallas, Texas 75024

ARTICLE 5: TERMINATION

Termination Without Cause – Either party may terminate this contract at any time upon ninety (90) days prior written notice to the other of the intention to terminate this Contract.

Termination With Cause – In the event either party breaches a material provision of this contract, the non-breaching party shall give the other party notice of such cause. In the event the cause is not remedied within ten (10) days the other party shall have the right to terminate the contract upon expiration of the remedy period.

ARTICLE 6: SCOPE OF SERVICE

General

Provider shall furnish meals and supplies for the City of Lancaster. The Provider shall maintain food preparation facilities in a sanitary condition at all times, employ and train food service employees, use standard food cost control methods, furnish supervisory personnel in setting up and maintaining the operation at a high standard, do all buying and record-keeping, including payrolls.

Food preparation facilities must be properly registered and inspected. Copies of the inspection reports must be forwarded to the City upon receipt. The provider must maintain recipe files for all menu items for inspection by Dallas Area Agency on Aging (DAAA) or by either city.

All statutes, guidelines, laws, standards, and regulations regarding food service and senior meals must be followed. This includes current and any future changes. (ex. DRA to RDI)

Locations

All meals shall be prepared and delivered by Provider to the site location listed below.

City of Lancaster	240 Veterans Memorial Parkway Lancaster, TX 75134

Meal Schedule

City will notify Provider daily by 3:30 PM of the number of meals required for the following day. In the event, City does not notify provider, provider shall provide the same quantity as the previous day.

Food must be delivered by 11:45 AM and no earlier than 11:15 AM.

Food must be delivered in Foil pans that can be thrown away.

Lunch is provided and served daily at 11:30 AM Monday through Friday, with the exception of designated holidays.

Holidays include:	New Year's Day	Labor Day
	Martin Luther King Birthday	Thanksgiving (Thursday/Friday)
	Good Friday	Christmas Day
	Memorial Day	Floating 1 - Day
	July 4th	

Food Quality Standards

Food used in the preparation of meals shall meet the following minimum standards.

1. Canned fruits and vegetables shall be USDA Grade A or Fancy.
2. Fresh fruit and vegetables shall be U.S. Fancy, U.S. No. 1 or better.
3. Eggs and dairy products shall be USDA Grade A or better. Low fat (2%) milk shall be used.
4. Pork shall be No. 1 and tender with a minimum of fat.
5. Poultry shall be USDA Grade A. Serving portion shall include a breast and a wing, leg or thigh. Chicken quarters shall come from a 2 and 1/2 lb. or larger chicken to provide 2.5 oz. cooked meat. If chicken quarters are served the pan must contain 50% white meat and 50% dark meat.
6. Ground beef shall be USDA Grade Utility or better with a maximum fat content of 20% and a maximum textured vegetable protein content of 7%. Roast beef shall have no more than 7% filler.
7. No salt or pepper shall be added to the food following its preparation. Iodized salt shall be available and black pepper for seasoning during food consumption.
8. All foods shall be prepared from Standardized Recipes to ensure consistent quality.
9. Provider shall preserve the nutritional value and safety of food when purchasing, receiving, preparing and delivering to the designated sites.

10. Provider shall ensure that meals are delivered to the meal sites at proper temperature: hot food shall be 140 degrees Fahrenheit or higher, cold food at 40 degrees Fahrenheit or lower and frozen food is to be at 32 degrees Fahrenheit or lower. Provider shall use proper transport equipment to maintain the necessary holding temperatures.
11. Meals shall consist of the following: 2.5 oz. cooked serving of protein obtained from the entrée, 2 1/2 cup serving of vegetables and or fruits, 1 serving of bread, 1 serving of margarine, and 1 1/2 pint serving of 2% milk.
12. One-half cup serving of vegetable or fruit may be mixed with entrée or as part of the soup or salad.
13. Whole grain or enriched bread is an alternate for bread.
14. Provider shall provide condiments and "extras" suitable for elderly consumers.
15. Provider shall ensure that the overall appearance of the meals must meet or exceed commercial food service standards, including the food's color, odor and taste. Product specification of new menu items shall accompany the menu packet for review and approval by City.
16. The following are prohibited:
    a. Dried beans, peas, or lentils in a half-cup serving or in combination with other foods, should be counted either as a meat altenative for entree or as a vegetable but not both.
    b. Juice or fruit used as a desert, may not be counted toward the two servings of vegetable/fruit.
    c. Juice is not acceptable as a desert.
    d. Gelatin deserts must contain fruit. Fruits and vegetable in a gelatin may be counted only as ¼ cup of the fruit/vegetable requirements.
    e. No meal will include more than three high starch items.
    f. Deviations from the standard menu pattern that are nutrionally adequate may be planned as necessary and appropriate, provided that there is the equivalent of standard serving sizes of at least five different food items and as long as RDA requirements are met. Such deviations will be allowed as follows:
        i. Ethnic, cultural, and regional menus may deviate from the standard menu pattern once per week.
        ii. Shelf stable emergency meals may deviate from the standard menu pattern as necessary during an emergency.
        iii. Holiday meals may deviate from the standard menu pattern as necessary.

Inspection

City may inspect Provider's food service facilities, at any time, to determine compliance with this contract.

Menu

1. All meals should meet or exceed the one-third daily-recommended allowance for people age 60 or older. Each menu cycle, with complete analysis, shall be submitted to City not less than sixty (60) days prior to implementation for the City's review.
2. The City will review and approve within seven (7) days.

3. All meals shall be served as planned. When substitutions are unavoidable, a written request shall be mailed to City for approval prior to implementation.
4. Menus shall be jointly reviewed and agreed upon monthly by City and Provider.

Reports

Provider shall submit a quarterly self-assessment to City. The self-assessment report shall address the following: consumer satisfaction, condition of transporting equipment, meal shortages, and deficiencies from previous reports, temperature or quality refusals of food and any other information requested by City.

Special Requests

City shall give Provider 24 hour notice when City desires a box lunch or (5) days for a holiday gift pack.

Provider Employees

Delivery staff must be in uniform or wearing company identification. Vehicles must be clearly marked.

Additional Contract Requirements

The provider must meet the broad spectrum of regulations and statutes appropriate to the conduct of the Nutrition Program for the Elderly as promulgated by the United States Department of Health and Human Services and administered by the Administration on Aging, the Texas Department of Aging and Disability Services and the Dallas Area Agency on Aging. Such items include Public Law 100-175 and Title III C-i of the Older Americans Act Amendments of 1987 as identified in the Rules and Regulations published in the Federal Register March 29, 1988 and signed June, 1988, by the Secretary of Health and Human Services, Office of Human Development Services. Copies of these may be obtained from the U.S. Government Printing Office or its local subsidiaries and branches.

The provider will provide a designated manager who will devote the necessary time and effort required to ensure the execution and maintenance of the contract. The designated manager and at least one employee responsible for meal production must be a Certified Food Service Manager **(or equivalent outside the State of Texas).**

The provider will select, purchase, and prepare food following menus approved by **DAAA.**

All meals must be of the highest possible quality and appealing in appearance and taste.

The provider will assure that food-handling **(cooking & storage)** methods will maintain the quality and safety of foods.

The provider must meet local and State Health Regulations for food service sanitation in places where food is to be prepared. All kitchens where food is to be prepared will be inspected by the State Department of Health or County Health Departments. All planning, preparation, handling, and serving of meals must comply with applicable Texas Food Establishment Rules **(or equivalent outside the State of Texas)** and applicable requirements of Nutrition Service Requirements 84.5. This includes the maintenance by the provider of all applicable inspections and licenses for vendor facilities, equipment and personnel.

The provider will be responsible for all fees and licenses required to operate under this contract for the full duration of this contract.

The provider is required to keep full and accurate sales and procurement records related to purchases covered by the contract. All such records shall be maintained for a minimum of three

(3) years after the end of the federal fiscal year to which they pertain. The vendor shall agree that authorized auditors and officials, upon request, shall have access to all such records for audit and review at a reasonable time and place, and may conduct on-site reviews of the food service, transportation, and handling operations.

The provider must use USDA cash for the purpose of purchasing U.S. Agricultural commodities and other foods of U.S. origin.

Daily Nutrition Requirements

Each meal served will contain at least one-third (1/3) of the current Dietary Reference Intakes for persons 60 years and older in accordance with the most recent edition of the Dietary Reference Intakes by the Food and Nutrition Board of the National Academy of Sciences-National Research Council.

Maintenance of optimal nutritional status through menu planning will be reflected by menus high in fiber and moderate in fat **(not to exceed 30 grams whenever feasible),** salt and simple sugar.

Dietary Nutrition Documentation

Documentation of nutritional adequacy must reflect, at a minimum, adequate provision of the following six nutrients: protein, calcium, iron, thiamin, vitamin A, and Vitamin C. Documentation must show that each meal provides at least 600 and not more than 1,000 calories **(the recommended level being between 750 and 850 calories).** -

Methods of nutrient analysis documentation may be any one or a combination of the following:

- A computer **(or manual)** analysis based upon USDA Handbook Number 456, and Number 8 or Number 72.
- A nutrient standard method.
- A checklist methods or food group methods approved by the Texas Department of Aging and Disability Services.

All raw food used in the preparation of meals should be of the highest possible quality. All food will be prepared from standardized recipes, without added salt. Tested quality recipes, adjusted to yield the number of servings needed must be used to assure consistent and desirable quality and quantity. The provider will maintain recipe files for all menu items for inspection upon request by **DAAA.**

Daily Cleaning and Illness Reporting

Daily cleaning and sanitizing of serving utensils will be the responsibility of nutrition site personnel.

The provider will promptly initiate investigation by local health authorities of complaints involving two or more persons with symptoms of food borne illness within a similar time frame after consuming food at a nutrition site.

DAAA must be notified by the provider immediately of reports of food borne illness. The provider will promptly investigate reports of food adulterated by any foreign object. DAAA must be notified by the provider immediately of reports of adulterated food. The provider will ensure that site volunteers and staff who serve food receive training covering food handling and sanitation practices. The provider must maintain a copy of the sign-in sheet for training.

ARTICLE 7: INDEMNITY

CITY SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE INDEMNIFIED, DEFENDED, HELD HARMLESS AND RELEASED BY PROVIDER FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY OR LOSS TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING THE PROVIDER, OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF PROVIDER UNDER THIS AGREEMENT, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF CITY, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS CONTRACT IS AN INDEMNITY EXTENDED BY PROVIDER TO INDEMNIFY AND PROTECT CITY FROM THE CONSEQUENCES OF THE PROVIDER'S AS WELL AS THE CITY'S NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE.

ARTICLE 8: INSURANCE REQUIREMENTS

The Provider will secure and maintain Contractual Liability insurance to cover this indemnification agreement that will be primary and non-contributory as to any insurance maintained by the City for its own benefit, including self-insurance. In addition, Operator shall obtain and file with City a Certificate of Insurance evidencing the required coverage. Insurance Requirements for the City of Lancaster shall be as follows:

Commercial General Liability: $2,000,000.00 combined single limit per occurrence for Fire Damage, Medical Expenses, Personal and Advertising Injury, General Aggregate and Products - Completed Operations Operation. This policy shall have no coverage removed by exclusions.

Automobile Liability: $1,000,000.00 combined single limit per accident/occurrence for bodily injury and property damage. Coverage should be provided as a "Code 1," any auto.

Workers' Compensation and Employers' Liability: Statutory. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from the activities under this Contract.

Other Insurance Provisions:

(1) The City be named as an additional Insured on the Commercial General Liability and Automobile Liability Insurance policies. These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by the insurer to bid coverage on its behalf.

(2) Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to the City. If the policy is canceled for non-payment of premium, only ten (10) days notice is required.

(3) Insurance is to be placed with insurers with a Best rating of no less than A: VII. The company must also be duly authorized to transact business in the State of Texas.

(4) Certificates of Insurance and Endorsement effecting coverage by this section shall be forwarded to:

City of Lancaster
Purchasing
PO Box 940
Lancaster, Texas 75146

(5) Insurance Certificate must be submitted and issued with the City listed as the certificate holder.

ARTICLE 9: MISCELLANEOUS

AMENDMENT

This Agreement may only be amended by the written mutual agreement of both parties.

REPRESENTATIONS AND WARRANTIES

Existence – Provider is a corporation and duly organized, validly existing, and in good standing under the laws of the State of Texas and is qualified to carry on its business in the State of Texas.

GOVERNING LAW

That this agreement is made subject to all applicable statutes, ordinances, and constitutional provisions pertaining to home rule cities in the State of Texas, and will be effective on the date of execution by the agreeing parties.

Executed in single or multiple originals, this _____ day of October, 2013.

CITY OF LANCASTER

_____
Opal Mauldin Robertson, City Manager

ATTEST:

_____
Dolle K. Downe, City Secretary

XXXX

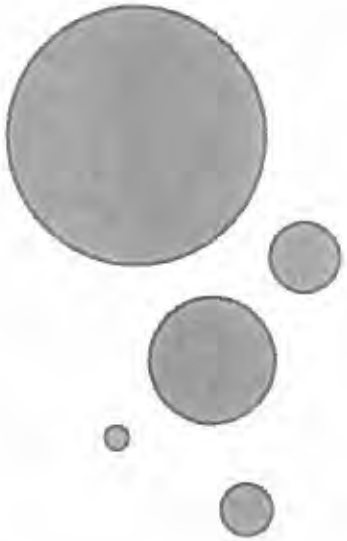
_____

_____
Type/Print Name and Title

Address

DineRite, LLC

LeBron C. Morgan
Sales Manager
214-484-5131 ext. 110
LMorgan@dinerite.com



DineRite, LLC
2505 Farrington Street
Dallas, Texas 75207

WHO IS DINERITE?

- DineRite is a food service production and management company that specializes in producing meals for charter schools, private schools, ISD's, non-profit organizations, day care centers, and Adult Care Centers.
- DineRite provides meals for breakfast, lunch, snacks, and supper. DineRite offers wholesome meals that taste great and meet all the requirements for the SBP, NSLP, CACFP, SFSP programs. All meals are reimbursable when milk is added.
- DineRite provides meals that are delivered Pre-Plated or Bulk Meals.
- DineRite wants to provide meals for your students. What can we do to help? Let's schedule a meeting to discuss how we can help you prevent waste, stay on budget, not worry about your food service area, and provide quality meals.

WHAT HAVE WE LEARNED?

- Working with schools and non-profits we have learned to provide meals that meet the individual needs of each school, whether charter or private or faith-based and each non-profit. Our customers are all unique and have unique requests – which we meet daily providing over 11,000 meals per day.
- DineRite takes responsibility for the orders, inventory control, menu planning, and eliminating as much waste as possible for our schools. We remove the "worry" about your food service and nutrition programs. This allows you the time to focus on teaching and educating our children.
- The kitchens we manage are very pleased with our staff, quality of our food, and business model we set up to help schools and non-profits stay within budget and provide food daily. Our schools tell us the kids eat the meals with pleasure.

WHY IS DINERITE UNIQUE?

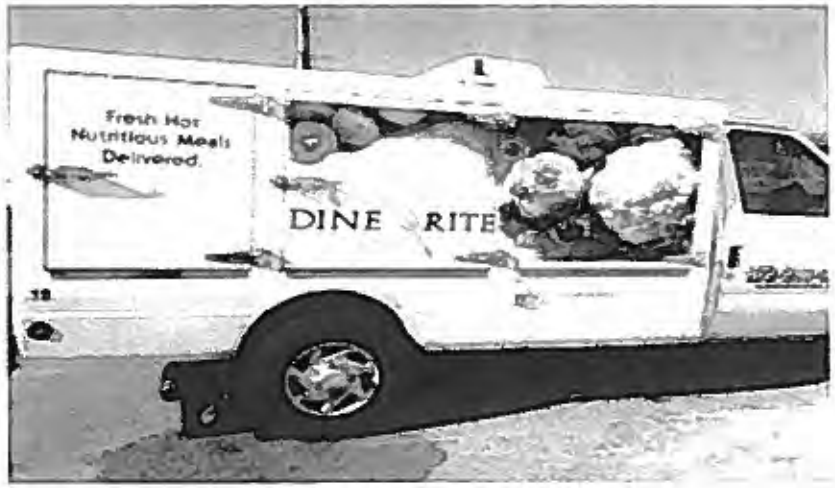
- Our new location has state of the art cooking equipment, pre-plating and sealing equipment, distribution, and storage. DineRite meets the needs of our customers today and well into the future.
- Our daily deliveries are done by our fleet of eight new trucks, all equipped and built for the food service industry. They come equipped with hot and cold storage built within each truck. This gives DineRite the ability to keep our food at the proper temperature while in route to your school or facility.
- 

Exhibit A

CACFP – Child and Adult Care Food Program for Afterschool Meals

- CACFP piloted in 2009 in 13 states and Washington, DC, the program was extended to all states in 2010 under the Healthy, Hunger Free Kids Act. Through the At-Risk Afterschool Meal program, the U.S. Department of Agriculture (USDA) provides reimbursements for snacks and meals served at afterschool programs offering enrichment or education programs under USDA's Child and Adult Care Food Program (CACFP). The program is available in locations where at least 50 percent of children are eligible for free or reduced-price meals. Afterschool care programs that are currently participating in afterschool snack programs can participate in the CACFP At-Risk Afterschool Supper Program.
- Your school is most likely using TDA's reimbursable services for.
  - School Breakfast Program (SBP)
  - National School Lunch Program (NSLP)
  - Summer Food Service Program (SFSP)
- DineRite is presently the largest producer and distributor of CACFP supper meals in the metroplex. We provide supper meals for the North Texas Food Bank, Tarrant Area Food Bank, and AZAR Foundation. This adds up to more than 4,500 meals per day for the supper meal program
- We would like to solicit your afterschool programs too. There is no need for additional staffing or labor. If you hand out snacks, why not hand out a supper meal – the kids will enjoy them and eat them.

Evaluations

	Price	2.9	3.77	4	5.95	6.5
	Poss. Points	Dinerite	VNA	Choc. Mint	Will	Ernies BBQ
Price	40	40	28	24.83	15	10
Submittal	10	8	10	0	10	0
Initial Evaluation		48	38	24.83	25	10
Experience - KM	20	20	20	15	10	10
Experience - RK	20	20	20	15	15	15
Qualifications - KM	30	27	30	25	20	20
Qualifications - RK	30	25	30	25	20	20
Total Exp / Qual Sub		**46**	**50**	**40**	**32.5**	**32.5**
Total Points		**94**	**88**	**64.83**	**57.5**	**42.5**
Total Points from Taste Test		42	0	44	30	35
Grand Total		136	88	108.83	87.5	77.5
W9		Received	Received	Received	Received	Received
COI		Received	Received	Received	Received	Received
Health Permit		Received	Received		Received	Received
SOQ		Received	Received	Received	Received	Received
Non-Appropriations		Received	Received		Received	Received
Attachment A		Received	Received		Received	Received
Attachment B		Received	Received		Received	Received
Attachment C		Received	Received		Received	Received
Deviations		No	Yes	No	No	No

City of Lancaster
PARKS, RECREATION AND LIBRARY SERVICES DEPARTMENT

1700 Veterans Memorial Parkway • Lancaster, TX 75134
972.218.3706 • 972.218.3648 (FAX)
www.lancaster-tx.com

November 20, 2013 Senior Meal Taste Testing Sample Menu

Chicken Tetrazzini

Salisbury Steak

Baked Fish

Glazed Carrots

Mash Potatoes

Rice Pilaf

LANCASTER CITY COUNCIL

Agenda Communication

December 9, 2013

Item 3

Consider a resolution approving the terms and conditions of the City owned T-hangar office commercial lease from building 680 at the Lancaster Regional Airport.

This request supports the City Council 2013-2014 Policy Agenda.

Goal: Sound Infrastructure

Background

The City owns and leases T-hangar office spaces. There are 92 units that the City rents for aircraft storage with end cap commercial office spaces on the east end of each hangar row. The City T-hangars and offices are near full occupancy most of the time. This agenda item brings forward a commercial lease agreement for 680 Ferris Rd, Suite 102 for a tenant, Mr. Phillip Burda.

Considerations

- **Operational** - The City commercial lease is used for airport businesses.
- **Legal** - The lease agreement template was reviewed and approved by the City Attorney.
- **Financial** – The monthly lease rate is $68.40 per month for 360 square feet; $0.19 per square foot is the rate for small T-hangars. The term of the lease is for one year.
- **Public Information –** There are no public information requirements.

Options/Alternatives

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

Recommendation

Staff recommends approval of the lease agreement to Phillip Burda Enterprises of Texas, LLC.

Attachments

- Resolution
- Exhibit “A” Lease Agreement

Submitted by:
Mark Divita, Airport Manager

RESOLUTION NO. 2013-12-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE CITY OWNED T-HANGAR OFFICE COMMERCIAL LEASE FROM BUILDING 680 AT LANCASTER REGIONAL AIRPORT; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID LEASE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Lancaster Regional Airport has T-hangar office space available for monthly rental for revenue gain; and

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

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

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

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

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

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 9th day of December 2013.

ATTEST:

_____
Dolle K. Downe, City Secretary

APPROVED:

_____
Marcus E. Knight, Mayor

APPROVED AS TO FORM:

_____
Robert E. Hager, City Attorney

STATE OF TEXAS §
§ **LEASE AGREEMENT**
COUNTY OF DALLAS §

This Lease is entered into between the City of Lancaster, Texas ("Landlord") and **Phillip Burda Enterprises of Texas, LLC** ("Tenant").

In consideration of the mutual covenants and agreements of this Lease, and other good and valuable consideration, Landlord demises and leases to Tenant, and Tenant leases from Landlord, **680-102**, Lancaster, Dallas County, Texas, depicted in Exhibit "**A**", attached hereto (the "Premises"). The Premises are referred to in this Lease as the "Premises" or the "Leased Premises." The building is referred to as the "Building."

I. TERM OF LEASE

1.01 **Term:** Term of this Lease is one (1) year, beginning on the _____day of December 2013, and ending on the last day of December 2014, as provided in this Lease ("Lease Term").

1.02 **Renewal:** After the initial term, this Lease may be renewed on an annual basis subject to all the terms and conditions set forth herein.

1.03 **Termination:** Landlord or tenant may, without cause, terminate this Lease during the Lease Term or any extension thereof upon ninety (90) days prior written notice thereof.

1.04 **Holdover:** If Tenant holds over and continues in possession of the Premises after the Lease Term (or any extension of it) expires, Tenant will be considered to be occupying the Premises at will, subject to all of the terms of this Lease.

II. RENT

Basic Rent: Tenant will pay Landlord **$68.40 per month**, from the beginning of the Lease Term and throughout the Lease Term. The monthly rent due throughout the Lease Term shall be paid in advance of the tenth (10th) day of each month.

III. USE OF PREMISES

3.01 **Permitted Use(s):** Tenant will use the Premises only for aviation business related purpose, to wit: Taxiway Café office and storage. No other services are permitted unless Landlord gives Tenant prior written consent for additional permitted uses.

3.02 **Insurance Hazards:** Tenant shall during the term hereof, at its sole expense, maintain in full force and effect the following insurance: (1) Commercial general aviation liability policy with coverage: $500,000 Combined Single Limit (CSL) for premises if customers are allowed on premises. All insurance and certificate(s) of insurance shall contain the following

provisions: (1) name the Landlord, its officers, agents and employees as additional insureds as to all applicable coverage and (2) provide for at least thirty (30) days prior written notice to the Landlord for cancellation, non-renewal, or material change of the insurance.. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. A certificate of insurance evidencing the required insurance shall be on file for review upon request from LESSOR.

LESSEE shall, at its own option, carry its own insurance on its aircraft and other equipment which LESSEE stores in or on the leased premises and in no event shall LESSOR be liable to LESSEE for loss or damage to LESSEE'S aircraft and equipment or personal property of LESSEE.

3.03 **Compliance with Laws:**

(a) Tenant may not use, or permit using, the Premises in any manner that results in waste of premises or constitutes a nuisance or for any illegal purpose. Tenant, at its own expense, will comply, and will cause its officers, employees, agents and invitees to comply, with all applicable laws, ordinances, and governmental rules and regulations concerning the use of the Premises, including Hazardous Materials Laws.

(b) "Hazardous Materials" means any substance, material, or waste that is or becomes regulated by any local governmental agency, the State of Texas, or the Federal Government, including, but not limited to, any material or substance that is (1) *designated as a "hazardous substance" pursuant to § 311 of the Clean Water Act, 33 U.S.C. § 1251 et. seq., or listed pursuant to § 307 of the Clean Water Act, 33 U.S.C. § 1317,* (2) *defined as a "hazardous substance" pursuant to § 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et. seq.,* (3) *defined as a "hazardous waste" pursuant to § 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et. seq;,* (4) *petroleum,* (5) *asbestos, and* (6) *polychlorinated biphenyls.*

3.04 **Condition of Premises, Tenant Finish-Out:** Tenant acknowledges and agrees and does hereby accept the Premises AS IS with all faults. Tenant shall, without cost to Landlord, be responsible for the design and construction of all Tenant finish out for the Premises including exterior improvements.

IV. MAINTENANCE AND SURRENDER

Maintenance and Surrender by Tenant: Tenant will maintain the leased Premises and keep them free from waste or nuisance throughout the Lease Term and any extensions of it. The Tenant shall be responsible for routine maintenance of all tenant maintainable consumables for electrical, plumbing, and heating / air conditioning elements of the building on the Premises. When this Lease terminates, Tenant must deliver the Premises in as good a state of repair and condition as they existed when Landlord delivered possession to Tenant, except for reasonable wear and tear commensurate with the age of the Premises and damage by fire, tornado, or other casualty. If Tenant neglects to reasonably maintain the Premises, Landlord may, but is not required to, cause repairs or corrections to be made. Any reasonable costs incurred for repairs or corrections for which Tenant is responsible under this section are payable by Tenant to Landlord

as a reimbursement within thirty (30) days after Lease termination.

V. UTILITIES AND TAXES

Utilities and Taxes on Tenant's Property: Landlord shall pay or cause to be paid all charges for water and electrical. Tenant will pay all taxes levied or assessed against personal property, furniture, or fixtures it places in or on the Premises. If any such taxes for which Tenant is liable are levied or assessed against Landlord or Landlord's property, and Landlord elects to pay them, or if the assessed value of Landlord's property is increased by including personal property, furniture, or fixtures placed by Tenant in the Premises, and Landlord elects to pay the taxes based on the increase, Tenant must, upon demand, pay Landlord the part of the taxes for which Tenant is primarily liable under this article.

VI. ALTERATIONS, ADDITIONS, IMPROVEMENTS AND FIXTURES

6.01 **Consent of Landlord:** Tenant may not make any alterations, additions, or improvements to the Premises without Landlord's prior written consent, which shall not be unreasonably denied or delayed.

6.02 **Property of Landlord:** All alterations, additions, or improvements made by Tenant will become Landlord's property when this Lease terminates.

6.03 **Trade Fixtures:** Tenant has the right at all times to erect or install furniture and fixtures, as long as Tenant complies with all applicable governmental laws, ordinances, and regulations. Tenant may remove such items when this Lease terminates, if Tenant is not in default at that time and the fixtures can be removed without structural damage to the Premises. Before this Lease terminates, Tenant must repair any damage caused by removing any fixtures and should have 15 days to comply. Any furniture or fixtures not removed by Tenant when this Lease terminates are considered abandoned by Tenant and automatically become Landlord's property.

6.04 **Construction by Tenant:** Tenant shall have the right during the term of this Lease to erect, maintain, alter, remodel, reconstruct, or rebuild the tenant improvements within the Premises, subject to the following general conditions:

1. Tenant bears cost of any such work;
2. The Premises shall at all be times kept free of mechanics' and material men's liens;
3. Any improvements constructed on the Premises shall be approved by Landlord pursuant to § 6.05 herein and if remaining at the end of the Lease Term, shall become the property of Landlord; and
4. Any removal of tenant improvements must be pre-approved by Landlord.

6.05 **Landlord's Approval:** The following rules govern Landlord's approval of construction, additions, and alterations of the building or other improvements:

(a) **Written approval required**. No tenant or other improvement may be constructed

unless the plans, specifications, and proposed location of the improvement have received Landlord's written approval. No material addition to or alterations of the Premises may be begun until plans and specifications covering the proposed addition or alteration have been first submitted to and approved by Landlord. The Landlord shall not unreasonably withhold approval of such plans and specifications.

(b) **Landlord's approval**. Landlord will promptly review and approve all plans submitted under subparagraph above or note in writing any required changes or corrections that must be made to the plans. Failure to object to the plans within thirty (30) days constitutes its approval of the changes. Any required changes or corrections must be made, and the plans resubmitted to Landlord, within thirty (30) days after the corrections or changes have been noted. Landlord's failure to object to the resubmitted plans and specifications within thirty (30) days constitutes its approval of the changes. Minor changes in work or materials not affecting the general character of the Premises project may be made at any time without Landlord's approval, but a copy of the altered plans and specifications must be furnished to Landlord.

VII. DAMAGE OR DESTRUCTION

7.01 **Notice to Landlord:** If the Premises or any structures or improvements are damaged or destroyed by fire, tornado, or other casualty, Tenant must immediately give Landlord written notice of the damage or destruction, including a general description of the damage and, as far as known to Tenant, the cause of the damage.

7.02 **Total Destruction:** If the Premises are totally destroyed by fire, tornado, or other casualty this Lease will terminate, and rent will be abated for the unexpired portion of this Lease, effective as of the date of written notification as provided in § 7.01. The Landlord in its sole discretion may elect to restore the Premises and rebuild the Building in which event the Lease shall continue in under the same terms and conditions set forth herein from the date the Premises has been fully restored. Alternatively, the Tenant with the consent of Landlord may, by written notice within thirty (30) days after the notice as provided in § 7.01, elect to rebuild the Building and restore the Premises provided Tenant commences the restoration of the Premises within one hundred eighty (180) days thereafter and at Tenant's cost.

7.03 **Partial Destruction:** If the Premises are damaged by fire, tornado, or other casualty other than by the negligence, gross negligence, or intentional tort of Tenant or any person in or about the Premises with Tenant's express or implied consent, or if they are so damaged that rebuilding or repairs cannot reasonably be completed within one hundred eighty (180) working days or the damage exceeds the Landlord's insurance recovery, or the Landlord elects not to restore the Premises, this Lease will terminate.

VIII. CONDEMNATION

8.01 **Total Condemnation:** If, during the Lease Term or any extension or renewal of the Lease, all of the Premises are taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or are sold to the condemning authority under threat of condemnation, this Lease will terminate, and the rent will

be abated during the unexpired portion of this Lease, effective as of the date the condemning authority takes the Premises.

8.02 **Partial Condemnation:** If less than all of the Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation or by right of eminent domain, or is sold to the condemning authority under threat of condemnation, either party may terminate this Lease by giving written notice to the other within thirty (30) days. In addition, if all or a portion of the parking area, or the signage, of the Premises is taken for any public. or quasi-public use under any governmental law, ordinance, or regulation or by right of eminent domain, or is sold to the condemning authority under threat of condemnation, either party may terminate this Lease by giving Landlord written notice within thirty (30) days. If the Premises are partially condemned and neither party elects to terminate this Lease, this Lease will not terminate, but the rent will be adjusted equitably during the un-expired portion of this lease.

8.03 **Condemnation Award:** Landlord is entitled to receive and retain the entire award in any condemnation proceedings, except for any portion attributable to trade fixtures and personal property owned by Tenant, which Tenant is entitled to receive and retain. The termination of this Lease will not affect the right to this award.

IX. INSPECTION BY LANDLORD

Landlord and its officers, agents, employees, and representatives may enter any part of the Premises during normal business hours for the purpose of inspection, cleaning, maintenance, repairs, alterations, or additions as Landlord considers necessary (but without any obligation to perform any of these functions except as stated in this Lease). Tenant is not entitled to any abatement or reduction of rent by reason of entry of Landlord or any of its officers, agents, representatives, or employees under this article, nor will such an entry be considered an actual or constructive eviction.

X. MECHANIC'S LIEN

Tenant will not permit any mechanic's lien to be placed on the Premises or on improvements made to the Premises. If a mechanic's lien is filed on the Premises or on improvements on them, Tenant will promptly pay it. If default in payment of the lien continues for thirty (30) days after Landlord's written notice to Tenant, Landlord may, at its option, pay the lien or any portion of it without inquiring into its validity. Any amounts Landlord pays to remove a mechanic's lien caused by Tenant to be filed against the Premises or against improvements on the Premises, including expenses and interest, are due from Tenant to Landlord and must be repaid to Landlord immediately on rendition of notice, together with annual interest at the highest rate then allowed by law until paid.

XI. INDEMNITY

11.01 **Tenant's General Indemnity:** Tenant will indemnify and hold Landlord harmless against any claims, demands," damages, costs, and expenses, including reasonable attorney's fees, for defending claims and demands arising from the conduct or management of

Tenant's business on the Premises or its use of the Premises, or from any breach on Tenant's part of any conditions of this Lease, or from any act or negligence of Tenant, its officers, agents, contractors, employees, subtenants, or invitees in or about the Premises. In case of any action or proceeding brought against Landlord by reason of any such claim, Tenant, on notice from Landlord, will defend the action or proceeding by counsel acceptable to Landlord.

11.02 **Tenant's Environmental Indemnity:**

(a) Tenant is responsible only for the payment of that portion of any cleanup costs for the Premises necessary for compliance with Hazardous Materials Laws that arise as a result of Tenant's discharge of Hazardous Materials on the Premises during Tenant's occupancy of the Premises. Landlord is responsible for all other cleanup costs and for ensuring that any other responsible party participates in the cleanup to the extent of its responsibility for a release.

(b) Tenant must indemnify, defend, and hold harmless Landlord from and against all claims, liabilities, losses, damages, and costs, foreseen or unforeseen, including without limitation counsel, engineering, and other professional or expert fees, that Landlord may incur by reason of Tenant's action or inaction with regard to Tenant's obligations under this section.

XII. ASSIGNMENT AND SUBLEASE

Assignment and Subletting by Tenant: Tenant may not assign this Lease, or any interest in it, nor sublet the Premises, or any part of them without prior written consent of Landlord.

XIII. DEFAULT

13.01 **Tenant's Default:** The following events are considered events of default by Tenant under this Lease:

(a) Tenant fails to pay any installment of rent due under this Lease, whether base rent or additional rent, or any other amounts owing by Tenant to Landlord, and the failure continues for thirty (30) days after receipt of written thereof.

(b) Tenant fails to comply with any term or covenant of this Lease, other than the payment of rent or any other sum of money owing by Tenant to Landlord, and does not cure the failure within sixty (60) days after written notice of the failure to Tenant; provided that if such failure cannot be cured within sixty (60) days Tenant shall not be in default if Tenant is proceeding to cure the failure and cures such failure within thirty (30) days thereafter.

(c) Tenant makes an assignment for the benefit of creditors.

(d) Tenant deserts or vacates any substantial portion of the Premises for sixty (60) or more consecutive days.

13.02 **Landlord's Remedies:** In the event of any default specified in §13.01, Landlord

may pursue one or more of the following remedies:

(a) Landlord may terminate this Lease, in which event Tenant must immediately surrender the Premises to Landlord. If Tenant fails to do so, Landlord may, without prejudice - to any other remedy that it may have for possession or arrearages in rent, enter on and take possession and expel or remove Tenant and any other person occupying the Premises or any part of them, by any lawful means, without being liable for prosecution or any claim of damages for the entrance and expulsion or removal. Tenant will, on demand, pay Landlord the amount of all loss and damage that Landlord suffers by reason of the termination, whether through inability to re-let the Premises on satisfactory terms, if Landlord elects to re-let, or otherwise.

(b) Landlord may enter on and take possession of the Premises and expel or remove Tenant and any other person occupying the Premises or any part of them, by any lawful means, without being liable for prosecution or any claim for damages for the entrance and expulsion or removal; re-let the Premises on the terms Landlord considers advisable; and receive the rent for the re-letting. Tenant will, on demand, pay Landlord any deficiency that may arise by reason of re-letting.

(c) Landlord may enter the Premises, by any lawful means (and Landlord is expressly reserving and retaining the right to so re-enter the Premises), without being liable for prosecution or any claim for damages for the entry, and do whatever Tenant is obligated to do under the terms of this Lease to correct the default. Tenant will, on demand, reimburse Landlord for any expenses that Landlord incurs in effecting compliance with Tenant's obligations under this Lease in this manner, and Tenant further releases Landlord from liability for any damages resulting to Tenant from such an action.

13.03 **Cumulative Remedies:** Landlord's or Tenant's pursuing any remedy provided in this Lease will not preclude pursuing any other remedy provided in this Lease. Either party's pursuing any remedy provided in this lease or by law will not constitute a forfeiture or waiver of any damages accruing to either party by reason of violating any term or covenant of this Lease. Nor will Landlord's pursuing any remedies provided in this Lease constitute a waiver or forfeiture of any rent due under this Lease.

13.04 **Waiver of Default:** Either party's waiving any default or violation or breach of any term or covenant of this Lease does not waive any other violation or breach of any term or covenant of this Lease. Nor does either party's forbearing to enforce one or more of the remedies provided in this Lease or by law on a default waiver the default. Landlord's accepting rent following default under this Lease does not waive the default.

13.05 **Surrender of Premises:** No act done by Landlord or its agents during the Lease Term may be considered an acceptance of a surrender of premises is valid unless in writing and subscribed by Landlord.

XIV. MISCELLANEOUS

14.01 **Notices and Addresses:** All notices required under this Lease may be given by the following methods:

(a) By certified mail, return receipt requested, addressed to the proper party, at the following addresses:

If to **Landlord**:
City of Lancaster
Attn: Opal Mauldin Robertson
City Manager
211 North Henry Street
P. O. Box 940
Lancaster, Texas 75146-0946

If to **Tenant**:
Phillip Burda Enterprises of Texas, LLC
525 La Cresta Dr.
Red Oak, TX 75154

Notices are effective when received. Either party may change the address to which notices are to be sent by sending written notice of the new address or number to the other party in accordance with the terms of this section.

14.02 **Parties Bound:** This agreement binds, and inures to the benefit of, the parties to this Lease and their respective heirs, executors, administrators, legal representatives, successors, and assigns when this agreement permits.

14.03 **Texas Law to Apply:** This agreement is to be construed under Texas law, and all obligations of the parties created by this agreement are performable in Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said Court.

14.04 **Legal Construction:** If anyone or more of the provisions in this agreement are for any reason held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect any other provision of the agreement, which will be construed as if it had not included the invalid, illegal, or unenforceable provision.

14.05 **Prior Agreements Superseded:** This agreement constitutes the parties sole agreement and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter.

14.06 **Amendment:** No amendment, modification, or alteration of the terms of this agreement is binding unless in writing, dated subsequent to the date of this agreement, and duly executed by the parties.

14.07 **Rights and Remedies Cumulative:** The rights and remedies provided by this Lease are cumulative, and either party's using 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.

14.08 **Attorney's Fees and Costs:** If, as a result of either party's breaching this agreement, the other party employs an attorney to enforce its rights under this Lease, the breaching or defaulting party will pay the other party the reasonable attorney's fees and costs incurred to enforce this Lease.

14.09 **Force Majeure:** Neither Landlord nor Tenant is required to perform any term or covenant of this Lease so long as performance is delayed or prevented *by force majeure*, which includes acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within Landlord's or Tenant's control and that Landlord or Tenant, by exercising due diligence and paying money, cannot prevent or overcome in whole or part.

The undersigned Landlord and Tenant execute this agreement on the _____ day of _____, 20__

Landlord:

By: _____
Opal Mauldin Robertson, City Manager

Tenant:

By: _____

Name: _____

Title: _____

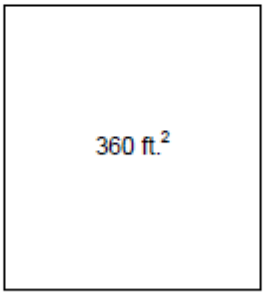
ATTEST:

_____
Dolle Downe, City Secretary

Exhibit "A"

680
Office

Office Square Feet = 360 ft.^{2}
Office & Non-Office Rate = $0.19 per Square Foot
Office Rent = $68.40 per Month



LANCASTER CITY COUNCIL

Agenda Communication

December 9, 2013

Item 4

Consider a resolution approving the terms and conditions of the City owned tie down T-Spot non-commercial lease at the Lancaster Regional Airport.

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

Goal: Sound Infrastructure

Background

The City owns and leases tie down T-Spots on the airport ramp. There are 72 spots that the City rents for aircraft outdoor storage. This agenda item brings forward a non-commercial lease agreement for T-Spot 56 for a tenant, Mr. Scott Bailey.

Considerations

- **Operational** - The City T-Spot non-commercial lease is used for private aircraft owners.
- **Legal** - The lease agreement was reviewed and approved by the City Attorney.
- **Financial** - All rates were approved in the City's Master Fee Schedule. The monthly rate for this T-Spot is $30.00 per month.
- **Public Information** - There are no public information requirements.

Options/Alternatives

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

Recommendation

Staff recommends approval of the resolution.

Attachments

- Resolution
- Exhibit “A” Lease Agreement

Submitted by:
Mark Divita, Airport Manager

RESOLUTION NO. 2013-0X-XX

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

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

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

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

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

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

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

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 9th day of December 2013.

ATTEST:

_____
Dolle K. Downe, City Secretary

APPROVED:

_____
Marcus E. Knight, Mayor

APPROVED AS TO FORM:

_____
Robert E. Hager, City Attorney

LANCASTER ReGIONAL AIRPORT

Agreement for Lease of T-Spot for Storage of Aircraft

Non-Commercial Tenants

This CONTRACT and AGREEMENT OF LEASE, made this _____ day of _____, 20 _____, between the City of Lancaster, Texas, a municipal corporation, ("LESSOR") and Scott Bailey, (LESSEE"), evidences the following:

I.

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

1. **Premises**: Tie down **T-Spot 56**, located at the Airport, and consisting of approximately 800 square feet ("Leased Premises").

2. **Uses**: The leased premises shall be used and occupied only for the storing of aircraft owned, leased, and/or legally operated by LESSEE and related equipment. The leased premises shall be used and occupied only for the personal, business, and/or private use of the LESSEE. LESSEE shall provide LESSOR with a copy of the FAA Certificate of Aircraft Registration for the aircraft to be stored under this agreement. If the registration is not in the name of LESSEE, a copy of a valid lease or other documentation showing a possessory interest in the aircraft shall be provided. LESSEE shall not store non-aviation items such as house hold goods in leased premises. LESSEE shall not use the leased premises for any on going business or commercial operations warehousing goods or services for sale to third parties.

3. **Term**: The term of this lease will be from month to month, beginning the 1st day of January 2014. Either party may cancel and terminate this agreement by serving thirty (30) days written notice of its election to do so.

4. **Rent**: LESSEE shall pay LESSOR as rent **$30** per month, due and payable in advance on the first day of each month.

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

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

   b. All payments not received by the 10th of each month shall constitute a default

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

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

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

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

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

II.

STANDARD TERMS AND PROVISIONS

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

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

a. Aircraft in a current airworthy condition according to Federal Aviation Regulations with a current FAA airworthiness certificate and U.S. or foreign registration,

b. Aircraft with a current FAA airworthiness certificate and registration in a continuing process of overhaul and/or repair showing monthly progress,

c. Final assembly of amateur built aircraft in preparation to obtain airworthiness certification.

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

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

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

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

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

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

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

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

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

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

8. **Indemnity and Hold Harmless: LESSEE agrees to indemnify, defend, and hold LESSOR, its officers, agents, employees, or invitees harmless from and against all claims, demands, causes of actions, suits or judgments (including costs and expenses incurred in connection therewith) for injuries to persons or for loss or damage to property arising out of or in connection with the negligent or intentional act or omission of LESSEE, its officers, agents, employees, or invitees related to or**

association with the use and occupancy of the Leased Premises and airport facilities including, but not limited to, claims or damage related to or associated with the storage or maintenance of LESSEE's aircraft upon Airport, or from injury or damage caused to any person's property by reason of the operations of said aircraft. LESSEE further covenants and agrees that LESSEE shall not hold LESSOR or any of its officers, agents, or employees responsible for any loss to LESSEE'S aircraft, automobile, personal property, parts, or supplies that may be located or stored in, on, or about the Leased Premises, where such loss is caused by Natural Disaster fire, rain, windstorm, hail.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

of any items left behind upon the premises.

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

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

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

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

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

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

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

LESSEE: Scott Bailey

8765 Cleaver Ln

Terrell, TX 75160

972-743-1302

L.SBailey@yahoo.com

19. **Insurance**: LESSEE shall, at its own option, carry its own insurance on its aircraft

and other equipment which LESSEE stores in or on the leased premises.

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

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

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

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

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

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

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

CITY OF LANCASTER, LESSOR

By: _____
Opal Mauldin Robertson,
City Manager

LESSEE:

_____

ATTEST:

_____
Dolle K. Downe, City Secretary

LANCASTER CITY COUNCIL

Agenda Communication

December 9, 2013

Item 5

Consider a resolution approving the terms and conditions of a service agreement by and between the City of Lancaster and Time Warner Cable Texas LLC for ethernet and dedicated internet access for certain City facilities.

This request supports the City Council 2013-2014 Policy Agenda.

Goal: Sound Infrastructure

Background

The City of Lancaster currently uses leased T1 circuits through AT&T for network connectivity from 211 N Henry St. and 700 E Main St. These connections provide 1.5Mbps of bandwidth between sites. The cost for these circuits is $660 per month. While stable, these circuits do not provide adequate bandwidth for current technologies. User productivity is significantly reduced and connections to critical systems are slow. As systems and technologies are improved, upgraded and replaced high speed connectivity is required.

Considerations

- **Operational** – The agreement with Time Warner Cable will provide 10Mbps fiber connections between sites allow for adequate speeds and also allow for future growth. This improvement provides 6 times more bandwidth (speed) than our current network connectivity. The costs for these circuits will be $1,790 per month. High speed broadband will offer greater opportunities for the City of Lancaster and allows us to make more efficient use of the latest technologies.

- **Legal** – The City Attorney has reviewed and approved as to form the Time Warner agreement and resolution.

- **Financial** – The annual cost is $21,480. This connectivity was budgeted for in this fiscal year. The term of the contract is five years; the contract contains a non-appropriation clause if funding is not approved in future years.

- **Public Information** – This matter is being considered at a regular meeting of the City Council posted in compliance with the Texas Open Meetings Act.

Options/Alternatives

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

Recommendation

Staff recommends approval of the resolution and service agreement as presented.

Attachments

- Resolution
- Time Warner Cable Service Agreement

Submitted by:
Opal Mauldin Robertson, City Manager
Ron Gleaves, Information Technology Manager

RESOLUTION NO. 2013-12-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A SERVICE AGREEMENT BY AND BETWEEN THE CITY OF LANCASTER AND TIME WARNER CABLE TEXAS LLC FOR ETHERNET AND DEDICATED INTERNET ACCESS FOR CERTAIN CITY FACILITIES; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lancaster desires to secure improved internet capacity for city facilities to enhance productivity; and

WHEREAS, Time Warner Cable is able to provide such services to enhance connectivity;

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

SECTION 1. That the Time Warner Cable Service Agreement for ethernet and dedicated internet access, attached hereto and incorporated herein by reference as Exhibit "A", having been reviewed by the City Council of the City of Lancaster, Texas, and found to be acceptable and in the best interest of the City and its citizens, be, and the same is hereby, in all things approved.

SECTION 2. That the City Manager of the City of Lancaster, Texas, is hereby authorized to execute said 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 9th day of December 2013.

ATTEST:

_____
Dolle K. Downe, City Secretary

APPROVED:

_____
Marcus E. Knight, Mayor

APPROVED AS TO FORM:

_____
Robert E. Hager, City Attorney

TIME WARNER CABLE
Business Class

Business Class Customer Service Order

Account Executive: Robyn Kelley
Phone: (469) 464-4294 ext:
Cell Phone: 2144027358
Fax: (888) 389-9130
Email: robyn.kelley@twcable.com

Order # 3113498

Business Name	City of Lancaster	**Customer Type:**
Federal Tax ID	**Tax Exempt Status** Federal/State/Local	**Tax Exempt Certificate #**
Billing Address 211 N Henry St Lancaster TX 75146		**Account Number**
Billing Contact	**Billing Contact Phone**	**Billing Contact Email Address**
Opal Robertson	(972) 218-1302	orobertson@lancaster-tx.com
Authorized Contact	**Authorized Contact Phone**	**Authorized Contact Email Address**
Aretha Adams	+1.972.218.1306	aadams@lancaster-tx.com
Technical Contact	**Technical Contact Phone**	**Technical Contact Email Address**
Ron Gleaves	(972) 218-1300	rgleaves@lancaster-tx.com

Dedicated Internet, Metro Ethernet, and Private Line Service Order Information For 1650 N Dallas Ave Lancaster TX 75134

Site Name	Address Location	Location Type	Bandwidth	Customer Requested Due Date
	1650 N Dallas Ave Lancaster, TX 75134			
	1650 N Dallas Ave Lancaster, TX 75134			

Dedicated Internet, Metro Ethernet, and Private Line Service Order Information For 700 E Main St Lancaster TX 75146

Site Name	Address Location	Location Type	Bandwidth	Customer Requested Due Date
	700 E Main St Lancaster, TX 75146			

Dedicated Internet, Metro Ethernet, and Private Line Service Order Information For 211 N Henry St Lancaster TX 75146

Site Name	Address Location	Location Type	Bandwidth	Customer Requested Due Date
	211 N Henry St Lancaster, TX 75146			

TIME WARNER CABLE
Business Class

New and Revised Services and Monthly Charges At 1650 N Dallas Ave , Lancaster TX 75134

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
13 Static IP Addresses	1	$0.00	$0.00	60 Months
Ethernet EPL - 20 Mbps	1	$0.00	$0.00	60 Months
Dedicated Internet Access 20M	1	$800.00	$800.00	60 Months
***Total**			**$800.00**	

*Prices do not include taxes and fees.

New and Revised Services and Monthly Charges At 700 E Main St , Lancaster TX 75146

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
Ethernet EPL - 10 Mbps	1	$495.00	$495.00	60 Months
***Total**			**$495.00**	

*Prices do not include taxes and fees.

New and Revised Services and Monthly Charges At 211 N Henry St , Lancaster TX 75146

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
Ethernet EPL - 10 Mbps	1	$495.00	$495.00	60 Months
***Total**			**$495.00**	

*Prices do not include taxes and fees.

One Time fees At 700 E Main St , Lancaster TX 75146

Description	Quantity	Sales Price	Total
Installation	1	$187.50	$187.50
Total			**$187.50**

*Prices do not include taxes and fees.

One Time fees At 211 N Henry St , Lancaster TX 75146

Description	Quantity	Sales Price	Total
Installation	1	$187.50	$187.50
Total			**$187.50**

*Prices do not include taxes and fees.

One Time fees At 1650 N Dallas Ave , Lancaster TX 75134

Description	Quantity	Sales Price	Total
FIBER INSTALLATION	1	$375.00	$375.00
Total			**$375.00**

*Prices do not include taxes and fees.

TIME WARNER CABLE
Business Class

Special Terms

The services, products, prices and terms identified on this Service Order constitute Time Warner Cable's offer to provide such services on such terms. Until Customer has accepted this offer by signing as appropriate below, Time Warner Cable reserves the right to rescind this offer at any time, at its sole discretion.

The Agreement shall be renewable for successive terms unless at least thirty (30) days prior to the expiration of the then-current term, either party notifies the other party of such party's intent not to renew this Agreement. Agreement term and corresponding monthly billing will commence on actual service installation date. Cable television and Work-at-home services are subject to annual price change.

NON-APPROPRIATION OF FUNDS:Termination for Non-Appropriation. Customer intends to fulfill each Service Order for their respective Order Terms if funds are legally available to pay the applicable Service Charges; provided, however, that Customer may terminate a Service Order, without penalty or liability, if funds sufficient to pay Customer's obligations under such Service Order are not appropriated. At least thirty (30) days prior to the end of the then-current fiscal year, or, if non-appropriation has not occurred by such date, immediately upon non-appropriation, Customer shall certify in writing that (i) funds have not been appropriated for the fiscal period and (ii) such non-appropriation did not result from any act or failure by Customer.

Electronic Signature Disclosure

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Authorized Signature for Time Warner Cable	**Authorized Signature for Customer**
Printed Name and Title	**Printed Name and Title**
Date Signed	**Date Signed**

TIME WARNER CABLE
Business Class

Service Agreement

This Time Warner Cable Business Class Service Agreement (“**Service Agreement**”) in addition to the Time Warner Cable Business Class Terms and Conditions (“**Terms and Conditions**”) and any Time Warner Cable Business Class Service Orders (each, a “**Service Order**”), constitute the **Master Agreement** by and between customer identified below ("**Customer**") and Time Warner Cable ("**TWC**" or "**Operator**") and is effective as of the date last signed below.

Time Warner Cable Information

Street:
City:
State:
Zip Code:

Contact:
Telephone:
Facsimile:

Customer Information

Customer Name (Exact Legal Name):			Federal ID No:	
Billing Address:	Suite:	City:	State:	Zip Code:
Billing Contact Name:	Phone:		E-mail:	
Authorized Contact Name:	Phone:		E-mail:	

Agreement

THIS SERVICE AGREEMENT HEREBY INCORPORATES BY REFERENCE THE TERMS AND CONDITIONS (AVAILABLE AT WWW.TWCBC.COM/LEGAL), A COPY OF WHICH WILL BE PROVIDED TO CUSTOMER UPON REQUEST. BY EXECUTING THIS SERVICE AGREEMENT BELOW, CUSTOMER ACKNOWLEDGES THAT: (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS, INCLUDING SECTION 21 THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE DISPUTES RELATING TO THE TIME WARNER CABLE BUSINESS CLASS SERVICES AGREEMENT THROUGH ARBITRATION; AND (2) BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY.

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Electronic Signature Disclosure

Authorized Signature for	**Authorized Signature for Customer**
By:	By:
Name (printed):	Name (printed):
Title:	Title:
Date:	Date:

Time Warner Cable Business Class

Ethernet and Dedicated Internet Access Service Level Agreement

This document outlines the Service Level Agreement ("SLA") for the Ethernet and Dedicated Internet Access ("DIA") fiber-based Services (each, a "Service"). Capitalized words used, but not defined herein, shall have the meanings given to them in the Time Warner Cable Business Class Service Agreement (including the terms and conditions, attachments, and Service Orders described therein, the "Agreement"). This SLA is a part of, and hereby incorporated by reference into, the Agreement. If any provision of this SLA, on the one hand, and any provision of the Agreement, on the other hand, are inconsistent or conflicting, the inconsistent or conflicting provision of this SLA shall control.

I. SLA Targets:

Service	Availability	Mean Time To Restore ("MTTR")	Latency (Roundtrip)	Packet Loss
DIA / Ethernet (Metro and Regional Services)	End to End: 99.99% (On-Net Circuit)	Priority 1 Outages within 4 hours	DIA: 45ms	<0.1%
			Ethernet: Metro Market - 10ms Wide Area Market - 25ms Metro Market Exception - 45 ms	

II. Priority Classification:

A "Service Disruption" is defined as a disruption or degradation that interferes with the ability of a TWC network hub to: (i) transmit and receive network traffic on Customer's dedicated access port at the TWC network hub; and (ii) exchange network traffic with another TWC network hub. The Service Disruption period begins when Customer reports a Service Disruption using TWC's trouble ticketing system by contacting Customer Care, TWC acknowledges receipt of such trouble ticket, and TWC validates that the Service is affected. The Service Disruption ends when the affected Service has been restored.

TWC will classify Service Disruptions as follows:

Priority	Criteria
Priority 1	a. Total loss of Service other than as a result of Excluded Disruptions (as defined below) b. Service degradation to the point where Customer is unable to use the Service and is prepared to release it for immediate testing.
Priority 2	Degraded Service where Customer is able to use the Service and is not prepared to release it for immediate testing.
Priority 3	a. A service problem that does not impact the Service. b. A single non-circuit specific quality of Service inquiry.

III. Network Availability

"Network Availability" is calculated as the total number of minutes in a calendar month less the number of minutes that the circuit is unavailable due to a Priority 1 Outage ("Downtime"), divided by the total number of minutes in a calendar month. Downtime excludes (i) planned outages, (ii) routine maintenance, (iii) time when TWC is unable to gain access to Customer's premises to troubleshoot, repair or replace equipment or the circuit, (iv) service problems resulting from acts or omissions of Customer, (v) Customer equipment failures, and (vi) Force Majeure Events (collectively "Excluded Disruptions").

Commitment:
TWC's monthly Network Availability Target is 99.99% for that portion of the circuit that is part of TWC's own network ("On-Net Circuit") and not any portion that is provided by a third party.

The following table contains examples of the percentage of Network Availability translated into minutes of Downtime for the 99.99% Network Availability target:

Percentage by Days Per Month	Total Minutes / Month	Downtime Minutes
99.99% for 31 Days	44,640	4.5
99.99% for 30 Days	43,200	4.3
99.99% for 29 Days	41,760	4.2
99.99% for 28 Days	40,320	4

IV. Mean Time To Restore ("MTTR")

The MTTR measurement for a Priority 1 Outage is the average time to restore Priority 1 Outages during a calendar month calculated as the cumulative length of time it takes TWC to restore Service for an On-Net Circuit following a Priority 1 Outage in a calendar month divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the calendar month for that circuit.

MTTR per calendar month is calculated as follows:

$$\frac{\text{Cumulative length of time to restore Priority 1 Outage(s) per On-Net Circuit}}{\text{Total number of Priority 1 Outage trouble tickets per On-Net Circuit}}$$

V. Latency (On–Net Circuit)

Latency is the average roundtrip network delay, measured every 5 minutes during a calendar month, to adequately determine a consistent average monthly performance level for latency for each On-Net Circuit. The roundtrip delay is expressed in milliseconds (ms).

For DIA, TWC measures latency using a standard 64 byte ping from the Customer dedicated access port at the TWC network hub to the TWC Internet access router in a roundtrip fashion between TWC inter-regional transit backbone (TBONE) routers.

For Ethernet, TWC measures latency using a standard 64 byte ping between closest TWC network hubs to corresponding site A and site Z locations in a roundtrip fashion.

Latency is calculated as follows:

$$\text{Latency} = \frac{\text{Sum of the roundtrip delay measurements for an On-Net Circuit}}{\text{Total \# of measurements for an On-Net Circuit}}$$

Latency targets for Ethernet circuits in defined Metro Area Markets, Wide Area Markets, and Metro Market Area Exceptions are as follows:

Metro Area Market – 10ms Latency	**Wide Area Market** – 25ms Latency	**Metro Area Market Exceptions** – 45ms Latency
Round trip where both sites A and Z are *within* the same Metro Area Market	Round trip *between* any 2 Metro Area Markets within Wide Area Market	Round Trip *between* any Metro Area Market and Metro Area Market Exception within same Wide Area Market, except that where both sites A and Z are within the same Metro Market Area Exception, the Latency target is 10ms.
• Austin, TX • Beaumont, TX • Corpus Christi, TX • Dallas, TX • Laredo, TX • San Antonio, TX • Wichita Falls, TX	Texas Region	• El Paso, TX • Rio Grande Valley, TX

Metro Area Market – 10ms Latency		**Wide Area Market –** 25ms Latency	**Metro Area Market Exceptions –** 45ms Latency
Round trip where both sites A and Z are *within* the same Metro Area Market		Round trip *between* any 2 Metro Area Markets within Wide Area Market	Round Trip *between* any Metro Area Market and Metro Area Market Exception within same Wide Area Market, except that where both sites A and Z are within the same Metro Market Area Exception, the Latency target is 10ms.
• North Los Angeles, CA • South Los Angeles, CA • San Diego, CA • Palm Springs, CA	• Desert Cities, CA • Yuma, AZ • Honolulu, HI	PacWest Region	• Coeur d'Alene, ID • Gunnison, CO • Telluride, CO • Pullman, WA
• Columbus, OH • Cincinnati, OH • Dayton, OH • Akron, OH • Cleveland, OH • Green Bay, WI • Milwaukee, WI	• Louisville, KY • Lexington, KY • Richmond, KY • Lincoln, NE • Kansas City, MO • Kansas City, KS • Lima, OH	Mid-West Region	• Libby, MT • Dothan, AL
• New York City (including all surrounding boroughs and metro areas in New Jersey and Pennsylvania)	• Albany, NY • Buffalo, NY • Rochester, NY • Syracuse, NY	Northeast/ NYC Region	• Portland, ME
• Greensboro, NC • Raleigh, NC • Charlotte, NC • Wilmington, SC	• Columbia, SC • Myrtle Beach, SC • Hilton Head, SC	Carolinas	• None

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VI. Packet Loss (On Net)

Packet Loss is defined as the percentage of packets that are not successfully received compared to the total packets that are sent in a calendar month. The percentage calculation is based on packets that are transmitted from a network origination point and received at a network destination point (TWC network hub to TWC network hub).

Packet Loss is calculated as follows:

Packet Loss (%)	**=**	**100 (%)**	**–**	**Packets Received (%)**

VII. Network Maintenance

Maintenance Notice:
Customer understands that from time to time, TWC will perform network maintenance for network improvements and preventive maintenance, and in some cases, TWC will have to perform urgent network maintenance, which will usually be conducted within the routine maintenance windows. TWC will use reasonable efforts to provide advance notice of the approximate time, duration, and reason for any urgent maintenance.

Maintenance Windows:
Routine maintenance may be performed during the following maintenance windows:

Monday – Friday 12 a.m. – 6 a.m. Local Time

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VIII. Service Credits

Any SLA credits shall be calculated based on a percentage of the Service Charges for the Service that was affected by the Service Disruption. All credits must be (a) requested by the Customer within 30 days of a Service Disruption by calling the Customer Care Center and opening a trouble ticket and (b) confirmed by TWCBC engineering support teams as associated with a trouble ticket and as failing to meet the Network Availability and/or MTTR targets. The credits described in this SLA shall constitute Customer's sole and exclusive remedies, and TWC's sole and exclusive liabilities, with respect to TWC's failure to meet any service level commitments outlined herein. Customer shall not be eligible for credits exceeding four (4) months of Customer's applicable monthly Service Charges during any calendar year.

Network Availability Credits

In the event that Network Availability is less than 99.99% in any calendar month, then upon Customer's compliance with this section, Customer is entitled to receive a credit equal to thirty percent (30%) of the applicable monthly Service Charges for the affected Service, to be applied as a credit or set-off against any amounts otherwise due by Customer to TWC.

Meantime to Restore Credits

In the event that MTTR for Priority 1 Outage averages greater than 03:59:59 hours, then upon Customer's compliance with this section, Customer is entitled to receive a credit equal to the percentage of the applicable monthly Service Charges for the affected Service as set forth below, to be applied as a credit or set-off against any amounts otherwise due by Customer to TWC.

MTTR	Monthly Credit (% of Service Charges)
> 4 hours ≤ 7:59:59 hours	4%
> 8 hours	10%

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LANCASTER CITY COUNCIL

Agenda Communication

December 9, 2013

Item 6

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

This request supports the City Council 2013-2014 Policy Agenda.

Goal: Civic Engagement

Background

Currently the City has a vacancy on the Planning and Zoning Commission with a term that expires 2015.

Considerations

We have applications on hand from annual appointments in August 2013 that expressed interest in the Planning and Zoning Commission.

We have also recruited applicants since mid-November through the website and Lancaster Live. Three new applications have been received. A spreadsheet of applicants is attached.

Options/Alternatives

Council may choose to:

1. Make an appointment from applications on hand or new applications.
2. Leave position unfilled at this time.

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

Recommendation

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

Attachments

- Spreadsheet of applicants
- Applications

Submitted by:
Angie Arenas, Assistant City Secretary

Planning and Zoning Applicants

December 2013

Applicants	Planning & Zoning	Comments
Barnes, Tammy	1	*new applicant*
Brown, Brianna	1	*LW; no response (annual process)*
Burrell, Philicia	1	*Interviewed during annual process*
Clewis, Daryle W.	1	*Canceled 7/25 (annual process)*
Colton, Mary Jane	1	*new applicant*
Dominique, Paul	2	*Interviewed during annual process*
Earle, Marvin	1	*new applicant*
Hughes, Barbara	1	*Interviewed during annual process*
McCray, Charlesetta	any	*Out of Town (annual process)*
Walker, Frankie Renee	1	*Not available (annual process)*
Washington, Debra	1	*Interviewed during annual process*
Wren, Regina	2	*Interviewed during annual process*
		updated 12-4-13

1= 1st Choice, 2= 2nd Choice, 3 = 3rd Choice