



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

Monday, January 26, 2015 - 7:00 PM

CALL TO ORDER

INVOCATION: Ministerial Alliance

PLEDGE OF ALLEGIANCE: Deputy Mayor Pro Tem LaShonjia Harris

CITIZENS' COMMENTS:

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

CONSENT AGENDA:

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

- C1. Consider approval of minutes from the City Council Regular Meeting held December 8, 2014.
- C2. 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.
- C3. Consider a resolution approving the terms and conditions of the City owned tie down T-Spot non-commercial lease 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 the City owned T-Hangar office commercial lease from building 680 at Lancaster Regional Airport.
- C6. Consider a resolution authorizing Dallas County to resell 1701 North Lancaster Hutchins Road and 508 North Elm Street, tax foreclosed properties, by public or private sell to the highest qualified purchaser, as provided by Section 34.05 of the Texas Property Code.
- C7. Consider a resolution authorizing the purchase and installation of water meter registers from HydroPro Solutions through an Interlocal agreement with Houston Galveston Area Council (HGAC) in an amount not to exceed \$149,881.75.

ACTION:

- 8. Discuss and consider a resolution requesting the 84th Legislature to support legislation that increases funding for the Texas Recreation and Parks account and large county and municipality Recreation and Parks Account local Park grant programs and the Texas State Park System.

EXECUTIVE SESSION :

9. The City Council shall convene into closed executive session pursuant to Section § 551.074 (a)(1) of the TEXAS GOVERNMENT CODE to deliberate:
- (a) The evaluation and duties of a public officer or employee, to-wit: the City Manager; and,
 - (b) The duties of a public officer; to wit: City Attorney.
10. Reconvene into open session. Consider and take appropriate action(s), if any, on closed/executive session matters.

ADJOURNMENT

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

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

Certificate

I hereby certify the above Notice of Meeting was posted at the Lancaster City Hall on January 23, 2015 @ 7:30 a.m. and copies thereof were provided to the Mayor, Mayor Pro-Tempore, Deputy Mayor Pro-Tempore and Council members.



Sorangel O. Arenas
City Secretary

LANCASTER CITY COUNCIL

Item 1

Agenda Communication

January 26, 2015

Consider approval of minutes from the City Council Regular Meeting held December 8, 2014.

Background

Attached for your review and consideration are minutes from the:

- City Council Regular Meeting held December 8, 2014

Submitted by:
Sorangel O. Arenas, City Secretary

MINUTES

LANCASTER CITY COUNCIL MEETING OF DECEMBER 8, 2014

The City Council of the City of Lancaster, Texas, met in Regular session in the Council Chambers of City Hall on December 8, 2014 at 7:05 p.m. with a quorum present to-wit:

Councilmembers Present:

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

City Staff Present:

Opal Mauldin Robertson, City Manager
Rona Stringfellow, Assistant City Manager
Fabrice Kabona, Assistant to the City Manager
Jim Brewer, Public Works Director
Steve Gilbert, Building Official
Andrew Waits, Water/Wastewater Superintendent
Thomas Griffith, Fire Chief
Brad Boulton, Assistant Police Chief
Sam Urbanski, Assistant Police Chief
Cynthia Pearson, Finance Director
Baron Sauls, Assistant Finance Director
Sean Johnson, Managing Director of Quality of Life & Cultural Services
Kevin Moore, Recreation Superintendent
Alton Dixon, Purchasing Agent
Robert E. Hager, City Attorney
Angie Arenas, City Secretary

Call to Order:

Mayor Knight called the meeting to order at 7:05 p.m. on December 8, 2014.

Invocation:

Pastor Richardson with Ministerial Alliance gave the invocation.

Pledge of Allegiance:

Mayor Pro Tem James Daniels led the pledge of allegiance.

Citizens Comments:

John Richardson, 1004 N. Jefferson, shared his support to the community during this time of national protest in the country. He also commended Chief Wilson and staff for maintaining peace in the city.

Austin James, 211 N. Henry Street, shared information on behalf of Ms. Maxwell, the owner of The Lovin Oven Bakery located at 181 Historic Town Square in Lancaster, concerning the "Sock It To Em" Campaign. The campaign provides socks to the homeless residents in the DFW Metroplex and as an ambassador the campaign Ms. Maxwell's bakery will be a donation center.

Mr. James shared information on the upcoming 61st Annual Christmas Parade followed by the Healthy Heart for the Holidays Christmas Festival on December 13th.

Consent Agenda:

City Secretary Arenas read the consent agenda.

- C1. Consider approval of minutes from the City Council Regular Meeting held November 10, 2014.**
- C2. Consider a resolution authorizing Dallas County to resell 1104 N. Lancaster Hutchins Road 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.**
- C3. Consider a resolution authorizing the award of a unit price bid (2014-177) for the purchase of ready-mix concrete to Redi-Mix Concrete in an amount not to exceed \$40,000.**
- C4. Consider a resolution authorizing the award of Bid 2014-187 for janitorial services to M. Hayes Janitorial Services, Inc. in an amount not to exceed \$134,265.82.**
- C5. Consider a resolution authorizing the purchase of a Sewer Main Line Camera through an Interlocal Agreement with Houston Galveston Area Council (HGAC) in an amount not to exceed \$68,375.00.**

Councilmember Jaglowski pulled consent item C5.

MOTION: Mayor Pro Tem Daniels made a motion, seconded by Councilmember Strain-Burk, to approve consent items C1 –C4. The vote was cast 7 for, 0 against.

Councilmember Jaglowski asked what the life expectancy of the Sewer Main Line Camera would be and Public Works Director Jim Brewer shared the equipment's life expectancy is ten years if maintained properly.

MOTION: Councilmember Jaglowski made a motion, seconded by Councilmember Strain-Burk, to approve consent item C5 as presented. The vote was cast 7 for, 0 against.

- 6. Conduct a public hearing and consider a resolution approving the 2015 Standards of Care for Youth Programs operated by the Lancaster Parks and Recreation Department.**

Recreation Superintendent, Kevin Moore shared that according to Chapter 42 of the Human Resources Code, which regulates certain facilities in the state of Texas that provide child-care services, can be provided certain exemptions from the state's licensing requirement as long as the entity complies with the legislation.

Superintendent Moore shared that an update was adopted by the Parks and Recreation Advisory Board during the November 17, 2014 meeting that included the addition of the photographic release authorization verbiage to be included on the registration form.

Mayor Knight opened the public hearing.

There were no speakers.

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

MOTION: Councilmember Morris made a motion, seconded by Mayor Pro Tem Daniels, to approve the 2015 Standards of Care for Youth Programs. The vote was cast 7 for, 0 against.

- 7. Conduct a public hearing and consider an Ordinance amending Ordinance 2006-04-13, the Lancaster Development Code as amended to provide for a definition related to wood based products, to include the use of cementitious materials for external architectural elements and excluding wood products for the same.**

Assistant City Manager Rona Stringfellow shared that at the April 21, 2014 City Council Work Session Councilmember Mejia brought forth a presentation on cementitious material as a building material element on fascia, soffits, and exterior wall materials. The item was brought before the Planning and Zoning Commission on October 21, 2014. The proposal seeks to define wood based products to include cementitious materials as the required product for all external architectural elements. Assistant City Manager Stringfellow stated the proposal would allow builders and developers to use cementitious materials in straight zoning districts but not in PDs. Cementitious material, however, would be allowed in the Historic District because it allows for historical structure development.

Mayor Knight opened the public hearing.

Councilmember Mejia stated that the materials will help preserve the life of the homes in this community and by approving this ordinance a positive move is being made towards sustainable development in Lancaster.

There were no speakers.

MOTION: Councilmember Morris made a motion, seconded by Councilmember Strain-Burk, to close the public hearing and approve the Ordinance amending Ordinance 2006-04-13. The vote was cast 7 for, 0 against.

- 8. Consider a resolution authorizing the conveyance of a water easement located on approximately 608 square feet (0.0140 acre) of land being part of Lot 9, Oak Cliff Plantations to Dallas Water Utilities (DWU) for the purposes of installation and maintenance of a City water main(s) and appurtenances.**

MOTION: Councilmember Morris made a motion, seconded by Councilmember Strain-Burk, to approve a resolution authorizing the conveyance of a water easement. The vote was cast 7 for, 0 against.

- 9. Consider a resolution authorizing the City Manager to execute a license agreement with BNSF Railway granting access to perform utility work within the railroad rights-of-way for an amount not to exceed \$6,000.00.**

MOTION: Councilmember Morris made a motion, seconded by Councilmember Strain-Burk, to approve a resolution authorizing the City Manager to execute a license agreement with BNSF Railway. The vote was cast 7 for, 0 against.

- 10. Consider a resolution approving a contract for pipe rehabilitation on a portion of the Keller Branch Phase II Wastewater Line Replacement project with Insituform Technologies, LLC. through an Interlocal agreement with Buy Board in an amount not to exceed \$88,695.00.**

Councilmember Strain-Burk asked how much more needed to be done in order to complete the project. Public Works Director Jim Brewer stated that this portion of Phase II would complete a little over 50% of the project and also mentioned the work being done is to prevent future sewer overflow potential.

City Manager Mauldin-Robertson stated that the project was not broken up congruently per se but portioned out by the areas that were causing the most issues.

MOTION: Councilmember Strain-Burk made a motion, seconded by Councilmember Jaglowski, to approve a resolution approving a contract for pipe rehabilitation on a portion of the Keller Brank Phase II Wastewater Line Replacement project. The vote was cast 7 for, 0 against.

- 11. Discuss and consider a resolution approving the City of Lancaster Public Improvement District (PID) Advisory Boards.**

Assistant City Manager Stringfellow stated that at the April 28, 2014 regular meeting, City Council adopted a Public Improvement District (PID) policy establishing a uniform policy for all PID Advisory Boards. There are currently eight Public Improvement Districts and in compliance with Chapter 372 of the Texas local Government Code this items purpose is to confirm board appointments which will establish the base year for future appointments.

Deputy Mayor Pro Tem Harris asked when the next meeting with all PID boards would be held. Assistant City Manager Stringfellow stated the City Manager's office is working with the City Secretary's office to hold an Open Meetings Act Training in which additional information will be provided to Advisory Board members to Public Improvement Districts. Assistant City Manager Stringfellow stated that as part of the City Council's strategic planning goals the training will assist in having a more consistent program and to make certain that the PIDs are following state laws.

MOTION: Councilmember Strain-Burk made a motion, seconded by Councilmember Jaglowski, to approve a resolution approving the City of Lancaster Public Improvement District Advisory Boards. The vote was cast 7 for, 0 against.

- 12. Consider and discuss a resolution to appoint the board of directors for Reinvestment Zone Number One (also known as Tax Increment Financing District (TIF) Reinvestment Zone No. 1) and providing an effective date.**

Assistant City Manager Stringfellow shared that at the October 13, 2014 City Council regular meeting, Council approved Reinvestment Zone Number One, a Tax Increment Financing District to reimburse Dallas County for the cost of design and construction of a 16" water line to provide water to the City of Wilmer and as part of that action, it was required to create a TIF Board of Directors. The purpose of this item is to name five members of Tax Increment Financing District for two year terms.

MOTION: Councilmember Strain-Burk made a motion, seconded by Councilmember Morris, to approve a resolution to appoint the board of directors for the Reinvestment Zone Number One and appointees Janice Hill, Jesse Armstead, Councilmember Strain-Burk, Deputy Mayor Pro Tem Harris, and Councilmember Jaglowski with the two noted corrections to the resolution. The vote was cast 7 for, 0 against.

13. Discuss and consider annual appointments to City of Lancaster Museum Advisory Board.

MOTION: Councilmember Strain-Burk made a motion, seconded by Councilmember Jaglowski, to appoint Shannon Boyd and Lillian Cullors to the Museum Advisory Board with terms to expire July 2016. The vote was cast 7 for, 0 against.

Deputy Mayor Pro Tem Harris commended the City Manager's Office and staff for the efforts put into recruiting and the Civic Leadership Academy.

14. Discuss and consider appointment of council liaisons to City Boards and Commissions.

City Council made their selection of boards/commissions to serve as council liaisons as follows:

Mayor Pro Tem Daniels	Planning and Zoning Commission
Councilmember Morris	Parks/Rec and Recreational Development Corp.
Councilmember Mejia	Economic Development Corporation
Councilmember Jaglowski	Airport Advisory Board
Deputy Mayor Pro Tem Harris	Library Advisory Board
Councilmember Strain-Burk	Museum Advisory Board
Mayor Pro Tem Daniels	Zoning Board of Adjustment
Councilmember Morris	Youth Advisory Commission
Councilmember Mejia	Civil Service Commission
Councilmember Jaglowski	Animal Shelter Advisory Board
Deputy Mayor Pro Tem Harris	Property Standards & Appeals Board
Councilmember Strain-Burk	Historic Landmark Preservation Committee

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

The meeting was adjourned at 7:53 p.m.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

LANCASTER CITY COUNCIL

Item 2

Agenda Communication

January 26, 2015

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.

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

Goal: Sound Infrastructure

Background

The City owns and leases five rows of T-hangars (buildings 660-700) of three different sizes based off aircraft wingspan. There are 92 units that the City rents for aircraft storage with end cap commercial spaces on the east end of each hangar row. The City T-hangars are near full occupancy most of the time. This agenda item brings forward a non-commercial lease agreement for T-hanger 680-119 (956 sqft) for a tenant, Mr. Billy Vaughn.

Considerations

- **Operational** - The City T-hangar non-commercial lease is used for private aircraft owners.
- **Legal** - The lease agreement was reviewed and approved by the City Attorney.
- **Financial** - Lease rates vary based on size of the hangar. All rates were approved in the City's Master Fee Schedule. The monthly rate for this small size community T-hangar is \$190.00 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. 2015-01-01

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

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

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

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

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

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

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

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 26th day of January 2015.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



LANCASTER ReGIONAL AIRPORT

Agreement for Lease of T-Hangar for Storage of Aircraft

Non-Commercial Tenants

This CONTRACT and AGREEMENT OF LEASE, made this **26th** day of **January**, 2015, between the City of Lancaster, Texas, a municipal corporation, ("LESSOR") and **Billy Vaughn**, (LESSEE"), evidences the following:

I.

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

1. **Premises:** Hangar Row and Suite **680-119**, located at the Airport, and consisting of approximately **956** square feet ("Leased Premises").
2. **Uses:** The leased premises shall be used and occupied only for the storing of aircraft owned, leased, and/or legally operated by LESSEE and related equipment. The leased premises shall be used and occupied only for the personal, business, and/or private use of the LESSEE. LESSEE shall provide LESSOR with a copy of the FAA Certificate of Aircraft Registration for the aircraft to be stored under this agreement. If the registration is not in the name of LESSEE, a copy of a valid lease or other documentation showing a possessory interest in the aircraft shall be provided. LESSEE shall not store non-aviation items such as house hold goods in leased premises. LESSEE shall not use the leased premises for any on going business or commercial operations warehousing goods or services for sale to third parties.
3. **Term:** The term of this lease will be from month to month, beginning the **26th** day of **April** 2015. Either party may cancel and terminate this agreement by serving thirty (30) days written notice of its election to do so.
4. **Rent:** LESSEE shall pay LESSOR as rent **\$190.00** per month, due and payable in advance on the first day of each month.

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

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

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

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

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

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

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

II.

STANDARD TERMS AND PROVISIONS

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

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

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

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

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

made.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

any deficiency that may arise by reason of such re-letting.

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

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

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

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

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

wear and tear excepted. LESSOR will charge a reasonable fee for cleaning and/or disposal of any items left behind upon the premises.

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

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

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

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

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

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

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

LESSEE: Billy Vaughn

4502 Long Island Ln

Arlington, TX 76017

817-467-5341

Billyvaughn1@att.net

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

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

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

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

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

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

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

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

CITY OF LANCASTER, LESSOR

LESSEE:

By: _____
Opal Mauldin Robertson,
City Manager

ATTEST:

Sorangel O. Arenas, City Secretary

Agenda Communication

January 26, 2015

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 2014-2015 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 55 for a tenant, Mr. Daniel Kloiber.

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 \$75.00 per month.
- **Public Information** – This item is being considered at a meeting of the City Council noticed in accordance with the Texas Open Meetings Act.

Options/Alternatives

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

Recommendation

Staff recommends approval of the resolution.

Attachments

- Resolution
 - Exhibit "A" Lease Agreement
-

Submitted by:

Mark Divita, Airport Manager

RESOLUTION NO. 2015-01-02

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 26th day of January 2015.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



LANCASTER Regional AIRPORT

Agreement for Lease of T-Spot for Storage of Aircraft

Non-Commercial Tenants

This CONTRACT and AGREEMENT OF LEASE, made this **26th** day of **January 2015**, between the City of Lancaster, Texas, a municipal corporation, ("LESSOR") and **Daniel Kloiber**, (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 61**, 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 **26th** day of **January 2015**. Either party may cancel and terminate this agreement by serving thirty (30) days written notice of its election to do so.
4. **Rent:** LESSEE shall pay LESSOR as rent **\$75** per month per T-spot, 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: Daniel Kloiber
6750 N Andrews Ave., Ste 200
Fort Lauderdale, FL 33309
954-839-4596

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

20. **Waiver of Attorney Fees:** LESSOR and LESSEE covenant and agree that in the event of any litigation arising between the parties to this lease, LESSEE shall be solely

responsible for payment of its attorney's fees. In no event shall LESSOR be responsible for LESSEE'S attorney's fees regardless of the outcome of the litigation.

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

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

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

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

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

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

CITY OF LANCASTER, LESSOR

LESSEE:

By: _____
Opal Mauldin-Robertson,
City Manager

ATTEST:

Sorangel O. Arenas, City Secretary

LANCASTER CITY COUNCIL

Item 4

Agenda Communication

January 26, 2015

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 2014-2015 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 55 for a tenant, Mr. Mark Treger.

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 \$75.00 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. 2015-01-03

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 26th day of January 2015.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



LANCASTER ReGIONAL AIRPORT

Agreement for Lease of T-Spot for Storage of Aircraft

Non-Commercial Tenants

This CONTRACT and AGREEMENT OF LEASE, made this **26th** day of **January 2015**, between the City of Lancaster, Texas, a municipal corporation, ("LESSOR") and **Mark Treger**, (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 50**, 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 **26th** day of **January 2015**. Either party may cancel and terminate this agreement by serving thirty (30) days written notice of its election to do so.
4. **Rent:** LESSEE shall pay LESSOR as rent **\$75** per month per T-spot, 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: Mark Treger

10124 Ridgehaven Dr.

Dallas, TX 75238

214-212-9442

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

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

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

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

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

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

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

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

CITY OF LANCASTER, LESSOR

LESSEE:

By: _____
Opal Mauldin Robertson,
City Manager

ATTEST:

Sorangel O. Arenas, City Secretary

LANCASTER CITY COUNCIL

Item 5

Agenda Communication

January 26, 2015

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

This request supports the City Council 2014-2015 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 renewal of 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 \$72 per month for 360 sqft; \$0.20 per sqft is the rate for small T-hangars/offices. The term of the lease is for two years.
- **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. 2015-01-04

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 26th day of January 2015.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

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 two (2) years, beginning on the 26th day of January 2015, and ending on the last day of January 2017, 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 **\$72 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 waive 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
680 Ferris Rd, Ste 102
Lancaster, Texas 75146

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: _____

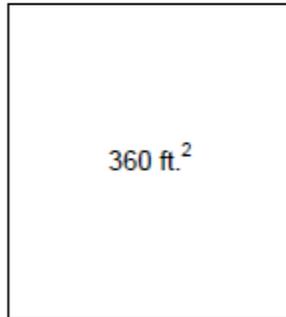
ATTEST:

Sorangel O. Arenas, City Secretary

680
Office

Exhibit "A"

Office Square Feet = 360 ft.²
Office & Non-Office Rate = \$0.20 per Square Foot
Office Rent = \$72.00 per Month



LANCASTER CITY COUNCIL

Item 6

Agenda Communication

January 26, 2015

Consider a resolution authorizing Dallas County to resell 1701 North Lancaster Hutchins Road and 508 North Elm Street, tax foreclosed properties, by public or private sell, to the highest qualified purchaser, as provided by Section 34.05 of the Texas Property Tax Code.

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

Goal: Financially Sound City Government

Background

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

- 1701 North Lancaster Hutchins Road;
- 508 North Elm Street

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

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

Considerations

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

- **Financial** – The judgment at the time of strike off was as follows:
 - 1701 North Lancaster Hutchins Road; \$65,140
 - 508 North Elm Street; \$9,380

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

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

Options/Alternatives

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

Recommendation

Staff recommends approval of the resolution as presented.

Attachments

- Resolution
- Exhibit A
- Tax Foreclosed Property Map

Submitted by:

Fabrice Kabona, Assistant to the City Manager
Opal Mauldin-Robertson, City Manager

RESOLUTION NO. 2015-01-05

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

WHEREAS, this matter was briefed to the Lancaster City Council ("City Council") on January 26, 2015 wherein the City Council agreed to use this form of Resolution to provide the County of Dallas consent to sell specific properties to the highest qualified purchaser by public or private sale; and

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

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

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

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

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

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

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

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 26th day of January 2015.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

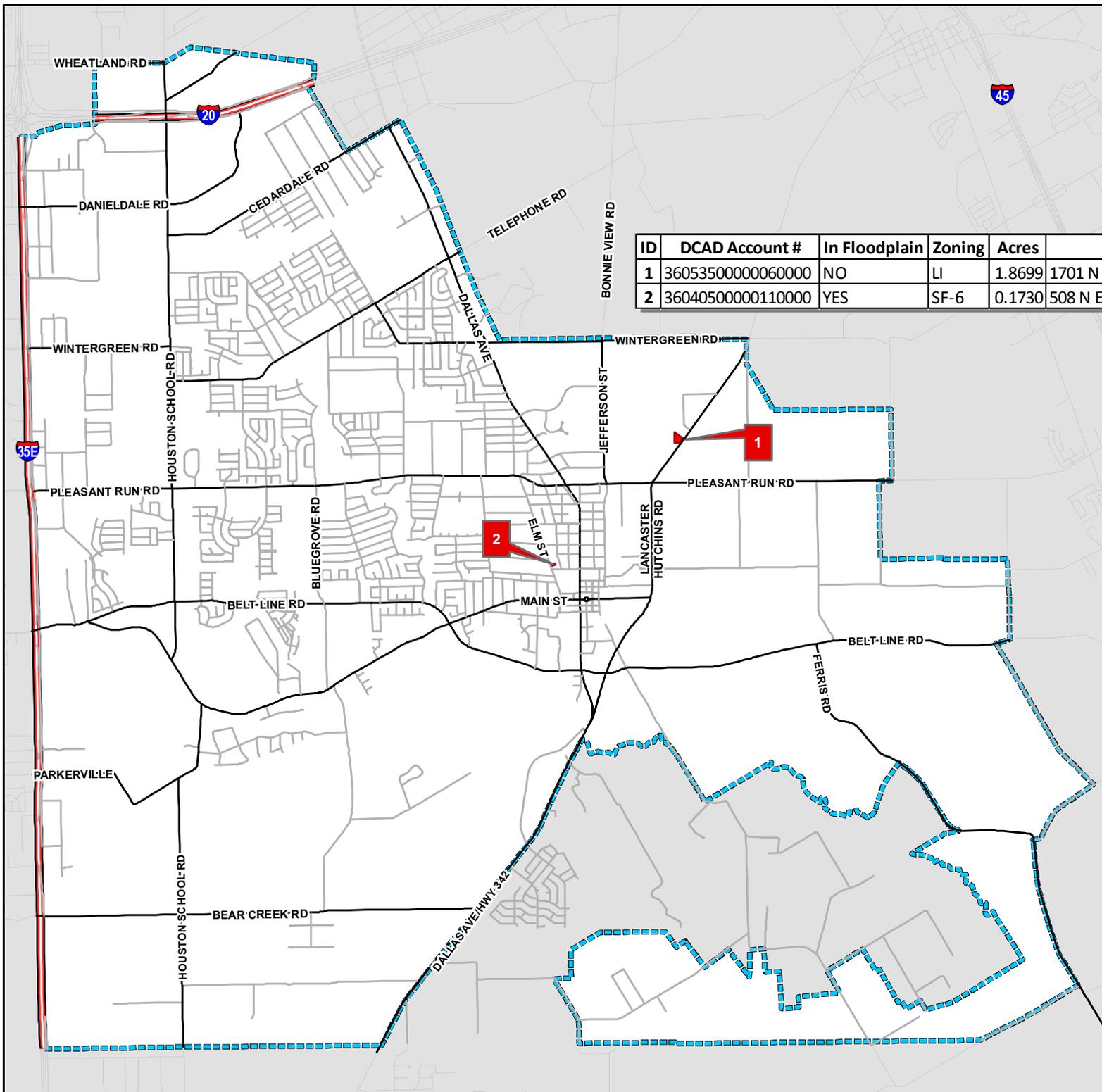
EXHIBIT "A"

TAX FORECLOSURE PROPERTIES STRUCK OFF TO THE COUNTY OF DALLAS
AS TRUSTEE FOR CITY OF LANCASTER AND LANCASTER I.S.D.

STREET ADDRESS	TAX ACCOUNT #	JUDGMENT CAUSE #	IMPROVED / UNIMP.	LAND SIZE	JUDGMENT/ STRIKE OFF AMOUNT	MARKET VALUE SPECIFIED IN JUDGMENT	2012 DCAD VALUE	TAX YEARS INCLUDED IN JUDGMENT (COUNTY/CITY/ SCHOOL)	DATE OF SHERIFF'S SALE
1701 N. Lancaster Hutchins Rd., Lancaster, Texas	3605350000060000	TX-11-31384 7/31/13 comb. w/ 02-31793-TH, 9/23/04	U	1.994 AC	\$65,140	\$65,140	\$112,920	County: 2001, 2006-2012 City: 2001, 2006-2012 L.I.S.D.: 2001,2006-2012	9/2/2014
508 N. Elm St., Lancaster, Texas	36040500000110000	TX-11-32064 9/18/13	U	7,500 SF	\$9,380	\$9,380	\$9,380	County: 1998-2012 City: 1998-2012 L.I.S.D.: 1998-2012	9/2/2014

City of Lancaster Tax Foreclosed Property Map January 26, 2015

ID	DCAD Account #	In Floodplain	Zoning	Acres	Site Address	Total Value
1	36053500000060000	NO	LI	1.8699	1701 N LANCASTER HUTCHINS RD	\$112,920.00
2	36040500000110000	YES	SF-6	0.1730	508 N ELM ST	\$9,380.00



Legend

-  City Limits
-  Foreclosed Property



LANCASTER CITY COUNCIL

Item 7

Agenda Communication

January 26, 2015

Consider a resolution authorizing the purchase and installation of 907 water meter registers from HydroPro Solutions through an Interlocal agreement with Houston Galveston Area Council (HGAC) in an amount not to exceed \$149,881.75.

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

Goal: Sound Infrastructure

Background

The City's current water meter registers were replaced in 2006 with a life expectancy of five years. The amount of water meter registers that need to be replaced (907) has surpassed the staffing level capabilities and must be outsourced in order to keep the City's water meters functioning properly.

Interlocal Agreements allow staff to utilize other agencies' formal bid contracts. Each entity's formal bid process meets the requirements set forth in the statutes, including advertising, M/WBE participation, reference checks, verification of insurance and bonding, if required by specifications, and any other requirements.

Use of Interlocal Agreements allows the City to address the operation needs in a timely manner. Additionally, savings are achieved through aggregate volumes joint bidding opportunities.

Considerations

- **Operational** – Replacement of the current outdated water meter registers will reduce maintenance cost in labor and materials due to service interruptions and improve meter accuracy. The Water and Wastewater Division is primarily responsible for the installation and ongoing maintenance and operation of water meters, water meter registers and related equipment for the tracking of water usage. Due to the volume of water meter register replacements, it is more prudent to outsource this operation in order for a more efficient and effective use of staff time. Additionally, this will maintain current levels of service to water customers by utilizing this third party method.

- **Legal** – The City maintains an executed Interlocal Agreement with Houston Galveston Area Council (HGAC), a cooperative agency. Texas law authorizes cooperative agreements to help save the time of developing specifications and avoid the duplication of the complete bidding process.
- **Financial** – Funds are available in the FY 14/15 water budget.
- **Public Information** – This item is being considered at a meeting of the City Council posted in accordance with the Texas Open Meetings Act.

Options/Alternatives

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

Recommendation

Staff recommends approving the resolution as presented.

Attachments

- Resolution
 - Quote
-

Submitted by:

Jim Brewer, Public Works Director

Andrew Waits, Water & Wastewater Superintendent

RESOLUTION NO. 2015-01-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, AUTHORIZING THE PURCHASE OF NINE HUNDRED SEVEN (907) WATER METER REGISTERS THROUGH AN INTERLOCAL AGREEMENT WITH HOUSTON GALVESTON AREA COUNCIL (HGAC) IN AN AMOUNT NOT TO EXCEED \$149,881.75 TO ACQUIRE THE WATER METER REGISTERS AND INSTALLATION THEREOF EXECUTING SUCH PURCHASE ORDERS AND NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of Lancaster, Texas, desires to authorize the purchase and installation of water meter registers through an Interlocal Agreement with Houston Galveston Area Council (HGAC) in an amount not to exceed \$149,881.75; and

WHEREAS, the City's current water meter registers were replaced in 2006 with life expectancy of five years; and

WHEREAS, the amount of meters that need to be replaced exceeds staff capability at this time; and

WHEREAS, the City of Lancaster maintains an executed Interlocal Agreement with Houston Galveston Area Council (HGAC), a cooperative agency which authorizes cooperative agreements to help save time in developing specifications and duplication during the bid process.

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

SECTION 1. The City Council hereby authorizes, approves, accepts, and awards the bid to HydroPro Solutions in an amount not to exceed one hundred forty nine thousand eight hundred eighty one dollars and seventy five cents and no hundredths (\$149,881.75) to purchase and install nine hundred seven (907) water meter registers, as set forth in Exhibit "A," and;

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

SECTION 3. Any prior Resolution of the Lancaster 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 become effective 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 26th day of January, 2015.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

Exhibit "A"

Quote from HydroPro Solutions



December 2, 2014

City of Lancaster
Andrew Waits
1999 N. Jefferson St
Lancaster, TX 75134

Subject: Master Meter pricing

Andrew,

The following is pricing for Master Meters 3G register retrofit and installation:

Product		QTY	Install Price	Extended
3/4" Master Meter 3G DS Register	199-050-96	907	\$165.25	\$149,881.75

Price includes installation. Installation will include replacing old Narrow Band registers with new Spread Spectrum DS registers, locking the housing onto the meter, taking a GPS coordinate, taking a photo of old register and new register, and the providing of the work order information in a paperless form to the City of Lancaster.

These prices are discounted from the **HGAC contract WM08-14**.

Please call me with any questions you may have.

Regards,

Maurice de Vries
HydroPro Solutions
972.754.6454

LANCASTER CITY COUNCIL

Item 8

Agenda Communication

January 26, 2015

Discuss and consider a resolution requesting the 84th Legislature to support legislation that increases funding for the Texas Recreation & Parks account and large county and municipality Recreation & Parks Account local Park grant programs and the Texas State Park System.

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

Goal: Healthy, Safe & Vibrant Community

Background

The 84th Session of the Texas Legislature began on January 13, 2015. Numerous bills were introduced seeking to restore full funding to the Texas Recreation and Parks Accounts (TRPA) No. 467 and Large County and Municipality Recreation and Parks Account No. 5007. These accounts are also known as the local Park Grant Program.

The matching grants provided by the Texas Parks & Wildlife Department (TPWA) through TRPA are utilized for planning, acquisition, and development of local parks, recreation and open space areas owned and maintained by cities. The City of Lancaster has been a recipient of matching grant dollars allocated by TPWA.

If legislation is authorized by the legislature, it would create a constitutional dedication of sporting goods sales tax revenues for use in state and local parks that would directly benefit parks, recreation, open space, trails and tourism.

The Texas Recreation and Parks Society (TRAPS) and the Lancaster Quality of Life and Cultural Services department are requesting support of legislation that would ensure the sporting goods sales tax revenues remained dedicated to parks, recreation, trails and open space.

Considerations

- **Operational** – Legislation supporting use of the sporting goods sales tax for parks and recreation grants creates opportunities for The City of Lancaster to submit for consideration of applicable projects. The City of Duncanville has approved a similar resolution and it is being considered by the cities of DeSoto and Cedar Hill.
- **Legal** – The resolution as prepared by the Texas Recreation and Parks Society and has been reviewed and approved as to form by our City Attorney.

- **Financial** – There are no direct funding implication. If legislation is approved, it creates additional matching grant opportunities for the City.
- **Public Information** – This item is being considered at a meeting of the Lancaster City Council noticed in accordance with the Texas Open Meetings Act.

Options/Alternatives

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

Recommendation

Staff recommends approval of the resolution as presented.

Attachments

- Resolution
 - 2014-2015 TRAPS Legislative Platform
-

Submitted by:

Sean Johnson, Managing Director Quality of Life and Cultural Services
Opal Mauldin-Robertson, City Manager

RESOLUTION NO. 2015-01-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS REQUESTING THE MEMBERS OF THE 84th LEGISLATURE OF THE STATE OF TEXAS TO SUPPORT LEGISLATION THAT INCREASES FUNDING FOR THE TEXAS RECREATION & PARKS ACCOUNT AND LARGE COUNTY AND MUNICIPALITY RECREATION AND PARKS ACCOUNT LOCAL PARK GRANT PROGRAMS, AND THE TEXAS STATE PARK SYSTEM.

WHEREAS, the Texas Parks & Wildlife Department (“TPWD”) administers the Texas Recreation & Parks Account Local Park Grant Program (“TRPA”) and the Large County and Municipality Recreation and Parks Account (Urban Account) and manages 94 State parks and historical sites in Texas; and

WHEREAS, TPWD has separate accounts in their general revenue fund referred to as the TRPA and Urban Account for the purpose of providing matching grants to political subdivisions for parks and recreation projects, and for outreach grants to introduce new populations to outdoor experiences; and

WHEREAS, the matching grants provided by the TPWD are utilized for the planning, acquisition, and development of local park, recreation and open space areas to be owned and maintained by political subdivisions; and

WHEREAS, funds granted to political subdivisions under the TRPA and Urban Account guidelines have funded 1629 projects of the 3,470 submitted over 30 years delivering over \$800 million to the local Texas economy; and

WHEREAS, political subdivisions throughout the State of Texas depend on grants from TPWD through the TRPA to stimulate the acquisition and development of parks and recreational areas for the benefit and enjoyment of their citizenry; and

WHEREAS, the TRPA, Urban Account, and State parks are funded from sales tax on sporting goods and that the development of new parks stimulates the purchase of sporting goods; and

WHEREAS, the TRPA, Urban Account, and State parks are partially funded from federal dollars used for parks, recreation, open space, trails, and tourism from the United States Department of the Interior Land and Water Conservation Fund (LWCF), the Sport Fish Restoration Boat Access program and the United States Department of Transportation Recreation Trails; and

WHEREAS, the maintenance and improvements of State park and historic sites and the addition of new parks is a priority to Texans due to the State’s expanding population and extensive tourism industry; and

WHEREAS, the development of parks encourages and promotes public health, economic development, job creation, education; corporate relocations, an improved quality of life, and juvenile crime prevention; and

WHEREAS, funds are needed for major repairs at Local and State parks and for the acquisition and development of parks and facilities; and

WHEREAS, it is the desire of this City Council that a copy of this resolution with appropriate names affixed be presented to the Governor of Texas and the leadership of the 84th Texas Legislature.

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

SECTION 1. Members of the 84th Legislature of Texas seek passage of legislation maximizing the use of revenues from the sporting goods sales tax and federal funds to increase funding for parks and recreation programs for both Local and State parks and that all TRPA and Urban Account funded park projects be subject to the established TPWD competitive scoring system.

SECTION 2. Members of the 84th Legislature of Texas restore funding to the TRPA and Urban accounts in the amount of at least \$15.5 million per year.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 26th day of January 2015.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



2014-2015 TRAPS Legislative Platform

Adopted May 8, 2014

The Texas Recreation and Park Society's (TRAPS) primary objectives in the 84th Session of the Texas Legislature:

1. Seek, introduce and support passage of legislation that would restore full funding to the Texas Recreation and Parks Accounts (TRPA) No. 467 & Large County and Municipality Recreation and Parks Account No. 5007 (both accounts are also known as the Local Park Grant Program);
2. Support the pass through of federal dollars used for parks, recreation, open space, trails, and tourism from any of the following but not limited to the United States Department of the Interior Land and Water Conservation Fund (LWCF) and the fund's reauthorization, the Sport Fish Restoration Boat Access program and the United States Department of Transportation Recreation Trails program;
3. Support legislation that would directly benefit parks, recreation, open space and trails on utility corridors and waive all liability for those purposes to the utilities;
4. Support legislation that would ensure parks and recreation agencies are included as eligible partners and beneficiaries in any strategy or guideline aimed at benefiting healthy lifestyles, increasing physical activity, conservation or preservation;
5. Support legislation that would either appropriate funds or that directly benefit parks, recreation, open space, trails, and tourism;
6. Seek, introduce and support passage of legislation that would remove the cap on sporting goods sales tax revenues for State and local parks and/or increase the Texas Recreation and Parks Accounts (TRPA) funding No. 467 & Large County and Municipality Recreation and Parks Account No. 5007;
7. Seek, introduce and support passage of legislation that would create a Constitutional dedication of sporting goods sales tax revenues for use in State and local parks that would directly benefit parks, recreation, open space, trails and tourism;
8. Oppose legislative appropriation riders that set Texas Recreation and Parks Accounts (TRPA) funding No. 467 & Large County and Municipality Recreation and Parks Account No. 5007 funds for specific projects or locales;
9. Oppose legislation and/or unfunded mandates that would be detrimental to parks, recreation, open space, trails, and tourism.

Physical Address: 18593 FM 1431, Jonestown, TX 78645

Mailing Address: P.O. Box 5188, Jonestown, TX 78645

Website: <http://www.traps.org>

PHONE: (512) 267-5550 • **FAX:** (512) 267-5557 • **E-MAIL:** traps@traps.org

LANCASTER CITY COUNCIL

Item 9

Agenda Communication

January 26, 2015

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

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

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

Goal: Professional and Committed City Workforce

Executive Session matters.

Submitted by:
Sorangel O. Arenas, City Secretary

LANCASTER CITY COUNCIL

Item 10

Agenda Communication

January 26, 2015

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

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

Goal: Professional and Committed City Workforce

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

Submitted by:

Sorangel O. Arenas, City Secretary