



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

**August 24, 2015 - 7:00 PM**

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**CALL TO ORDER**

**INVOCATION:** Ministerial Alliance

**PLEDGE OF ALLEGIANCE:** Mayor Pro Tem James Daniels

**CITIZENS' COMMENTS:**

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

**CONSENT AGENDA:**

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

- C1. Consider approval of minutes from the City Council Special Meeting held August 3, 2015 and August 17, 2015 and the City Council Regular Meeting held August 10, 2015.
- C2. Consider a resolution amending the terms and conditions of the City owned ground lease for Lot 27 at the Lancaster Regional Airport
- C3. Consider a resolution approving and adopting the Lancaster Regional Airport Rules and Regulations dated August 2015.

**ACTION:**

- 4. Consider a resolution authorizing the renewal of contracts with Blue Cross Blue Shield for employee medical administration with a Health Savings Account (HSA) option; and authorizing renewal with United Concordia for dental administration, Dearborn National for basic and voluntary life, accidental death and dismemberment, and long term disability; Discovery for flexible spending and the Section 125 Plan; Conexis for COBRA administration; and Alliance Work Partners for Employee Assistance Program administration.
- 5. Consider and discuss an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Beltline Ashmoore Public Improvement District.
- 6. Consider and discuss an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Glendover Estates Public Improvement District.
- 7. Consider and discuss an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Boardwalk Public Improvement District.

8. Consider and discuss an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Lancaster Mills Public Improvement District.
9. Consider and discuss an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Meadowview Public Improvement District.
10. Consider and discuss an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Millbrook East Public Improvement District.
11. Consider and discuss an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Rolling Meadows Public Improvement District.
12. Consider and discuss an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Tribute at Mills Branch and Tribute East at Mills Branch Public Improvement District.

#### **PUBLIC HEARING:**

13. Conduct a public hearing and discuss an ordinance regarding the proposed revenue increase from levying ad valorem taxes for fiscal year 2015/2016 at \$0.8675 per one hundred dollars assessed valuation of all taxable property within the corporate limits to provide revenues for current maintenance and operation expenses and interest and sinking fund requirements; providing due and delinquent dates; penalties and interest; providing a homestead exemption and disability exemption.
14. Conduct a public hearing and discuss an ordinance regarding the proposed fiscal year 2015/2016 budget for the fiscal year beginning October 1, 2015 and ending September 30, 2016; providing that expenditures for said fiscal year shall be in accordance with said budget.

#### **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.

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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.

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#### **Certificate**

**I hereby certify the above Notice of Meeting was posted at the Lancaster City Hall on August 20, 2015 @ 3:30 p.m. and copies thereof were provided to the Mayor, Mayor Pro-Tempore, Deputy Mayor Pro-Tempore and Council members.**



Sorangel O. Arenas  
City Secretary

# **LANCASTER CITY COUNCIL**

## **Agenda Communication**

**August 24, 2015**

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**Consider approval of minutes from the City Council Special Meeting held on August 3, 2015 and August 17, 2015 and the City Council Regular Meeting held on August 10, 2015.**

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### **Background**

Attached for your review and consideration are minutes from the:

- City Council Special Meeting held August 3, 2015
- City Council Regular Meeting held August 10, 2015
- City Council Special Meeting held August 17, 2015

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### **Submitted by:**

Sorangel O. Arenas, City Secretary

## MINUTES

### LANCASTER CITY COUNCIL MEETING OF AUGUST 3, 2015

The City Council of the City of Lancaster, Texas, met in a called Special session in the Council Chambers of City Hall on August 3, 2015 at 7:00 p.m. with a quorum present to-wit:

**Councilmembers Present:**

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

**Councilmembers Absent:**

LaShonjia Harris

**City Staff Present:**

Opal Mauldin-Robertson, City Manager  
Rona Stringfellow, Assistant City Manager  
Cheryl Wilson, Police Chief  
Jerry Rand, City Marshall  
Kim Pekofske, Court Administrator  
Vanessa Reyes, Administrative Secretary  
Dori Lee, HR Director  
Jim Brewer, Public Works Director  
Ed Brady, Director of Economic  
Mark Divita, Airport Manager  
Amanda Monsivais, HR Generalist  
Thomas Griffith, Fire Chief  
Pat Adamcik, Assistant Fire Chief  
Ron Gleaves, IT Manager  
Alton Dixon, Purchasing Agent  
Crystal Cloud, Utility Billing Manager  
Jermaine Sapp, Fleet Superintendent  
Cynthia Pearson, Finance Director  
Angie Arenas, City Secretary

**Call to Order:**

Mayor Knight called the meeting to order at 7:00 p.m. on August 3, 2015.

1. **Discuss and consider an ordinance authorizing and ordering the issuance of City of Lancaster, Texas, General Obligation Refunding and Improvement Bonds, Series 2015.**
2. **Discuss and consider an ordinance authorizing the issuance of City of Lancaster, Texas Tax and Waterworks and Sewer System Surplus Revenue Certificates of Obligation, Series 2015; and containing other matters incident thereto.**

Nick Bulaich, FirstSouthwest Senior Vice President, made a presentation regarding items 1 and 2. He shared that the General Obligation Refunding and Improvement Bonds are priced at \$22,530,000 of which \$5 million was used to fund city projects with the remaining balance used to refinance older debt. Mr. Bulaich shared that the Certificate of Obligation is \$4,080,000. The City received bond ratings from Moody's and Standard & Poor's and both affirmed the City's outstanding parity debt.

**MOTION:** Councilmember Strain-Burk made a motion, seconded by Deputy Mayor Pro Tem Jaglowski, to approve action item 1. The vote was cast 6 for, 0 against [Harris absent].

**MOTION:** Councilmember Strain-Burk made a motion, seconded by Deputy Mayor Pro Tem Jaglowski, to approve action item 2. The vote was cast 6 for, 0 against [Harris absent].

- 3. Discuss the proposed FY 2015-2016 tax rate of \$0.8675 per \$100 assessed valuation, receive related tax calculation documents, take record vote to consider a tax rate to increase total tax revenues from properties on the tax roll in the previous year and set public hearing dates on the proposed tax rate.**

City Manager Mauldin-Robertson advised the Council and Staff that upon receipt of certified values, the City is required to provide its certified values, rollback tax rate, effective tax rate, and proposed tax rate. The City of Lancaster experienced an 8.21% increase in property values and the City Manager's office recommended maintaining the existing tax rate at \$0.8675.

**MOTION:** Councilmember Mejia made a motion, seconded by Mayor Pro Tem Daniels, to approve action item 3. The vote was cast 6 for, 0 against [Harris absent]

- 4. Consider a Resolution Adopting the City of Lancaster Proposed Budget Calendar for Fiscal Year 2015-2016.**

**MOTION:** Councilmember Strain-Burk made a motion, seconded by Deputy Mayor Pro Tem Jaglowski, to approve action item 4. The vote was cast 6 for, 0 against [Harris absent].

**MOTION:** Mayor Pro Tem Daniels made a motion, seconded by Councilmember Strain-Burk, to adjourn. The vote was cast 6 for, 0 against [Harris absent].

The meeting was adjourned at 7:12 p.m.

**ATTEST:**

**APPROVED:**

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Sorangel O. Arenas, City Secretary

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Marcus E. Knight, Mayor

## MINUTES

### LANCASTER CITY COUNCIL MEETING OF AUGUST 10, 2015

The City Council of the City of Lancaster, Texas, met in Regular session in the Council Chambers of City Hall on August 10, 2015 at 7:00 p.m. with a quorum present to-wit:

**Councilmembers Present:**

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

**Councilmembers Absent:**

Marco Mejia  
Nina Morris

**City Staff Present:**

Opal Mauldin-Robertson, City Manager  
Rona Stringfellow, Assistant City Manager  
Fabrice Kabona, Assistant to the City Manager  
Cheryl Womble, Executive Assistant to City Manager  
Jim Brewer, Public Works Director  
Thomas Griffith, Fire Chief  
Cheryl Wilson, Police Chief  
Alton Dixon, Purchasing Agent  
Jermaine Sapp, Fleet Superintendent  
Cynthia Pearson, Finance Director  
Baron Sauls, Assistant Finance Director  
Ed Brady, Director of Economic Development  
Dori Lee, Human Resources Director  
Sean Johnson, Managing Director of Quality of Life & Cultural Services  
Michael Grace, Development Services Director  
Mike Rasco, Park Superintendent  
Crystal Cloud, Utility Billing Manager  
Christylla Miles, Senior Code Officer  
Angie Arenas, City Secretary

**Call to Order:**

Mayor Knight called the meeting to order at 7:00 p.m. on August 10, 2015.

**Invocation:**

Mr. Dixon gave the invocation.

**Pledge of Allegiance:**

Mayor Knight led the pledge of allegiance.

**Presentation:**

Clifford Hallam, Master for Lancaster Masonic Lodge #160, presented the 2015 Community Builder's Award to Chief of Police, Cheryl Wilson. The Community Builder's Award is given to an individual who has given time, hard-work, and dedication to building a better community. Mr. Hallam shared how Chief Wilson has implemented many programs to improve civilian relationships and lauded her integrity, dedication, and professionalism.

**Citizens Comments:**

Jim Chesher, 7395 Dallas Ave, advised the City picked up the limbs, but that the end of Go Course Creek was not complete.

**Consent Agenda:**

City Secretary Arenas read the consent agenda.

- C1. Consider approval of minutes from the City Council Regular Meeting held July 13, 2015 and July 27, 2015.**
- C2. Discuss and consider a resolution approving the terms and conditions of an interlocal agreement by and between The University of Texas Southwestern Medical Center and the City of Lancaster, for services related to the provision of Medical Director services.**

**MOTION:** Mayor Pro Tem Daniels made a motion, seconded by Councilmember Strain-Burk, to approve consent items. The vote was cast 5 for, 0 against [Mejia and Morris absent].

- 3. Conduct a public hearing and discuss an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Beltline Ashmore Public Improvement District.**

Assistant City Manager Stringfellow stated that the proposed annual assessment for the Beltline Ashmore Public Improvement District (PID) is \$0.15 per \$100 valuation. The proposed service plan budget is \$16,884.19.

Mayor Knight opened the public hearing.

There were no other speakers.

**MOTION:** Councilmember Strain-Burk made a motion, seconded by Deputy Mayor Pro Tem Jaglowski, to close the public hearing. The vote was cast 5 for, 0 against [Mejia and Morris absent].

- 4. Conduct a public hearing and discuss an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Glendover Estates Public Improvement District.**

Assistant City Manager Stringfellow stated that the proposed annual assessment for the Glendover Estates Public Improvement District (PID) is \$0.24 per \$100 valuation. The proposed service plan budget is \$29,193.00.

Mayor Knight opened the public hearing.

There were no speakers.

**MOTION:** Councilmember Strain-Burk made a motion, seconded by Deputy Mayor Pro Tem Jaglowski, to close the public hearing. The vote was cast 5 for, 0 against [Mejia and Morris absent].

- 5. Conduct a public hearing and discuss an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Boardwalk Public Improvement District.**

Assistant City Manager Stringfellow stated that the proposed annual assessment for the Boardwalk Public Improvement District (PID) is \$0.24 per \$100 valuation, a \$0.01 increase from previous year.

The proposed service plan budget is \$71,954.16.

Mayor Knight opened the public hearing.

There were no speakers.

**MOTION:** Councilmember Strain-Burk made a motion, seconded by Deputy Mayor Pro Tem Jaglowski, to close the public hearing. The vote was cast 5 for, 0 against [Mejia and Morris absent].

**6. Conduct a public hearing and discuss an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Lancaster Mills Public Improvement District.**

Assistant City Manager Stringfellow stated that the District is currently undeveloped and the proposed annual assessment is zero (\$0.00) as there are no proposed budgeted. Mayor Knight opened the public hearing.

There were no speakers.

**MOTION:** Councilmember Strain-Burk made a motion, seconded by Deputy Mayor Pro Tem Jaglowski, to close the public hearing. The vote was cast 5 for, 0 against [Mejia and Morris absent].

**7. Conduct a public hearing and discuss an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Meadowview Public Improvement District.**

Assistant City Manager Stringfellow stated the proposed annual assessment for the Meadowview Public Improvement District (PID) is \$0.10 per \$100 valuation. The proposed service plan budget is \$85,385.88.

Mayor Knight opened the public hearing.

There were no speakers.

**MOTION:** Councilmember Strain-Burk made a motion, seconded by Deputy Mayor Pro Tem Jaglowski, to close the public hearing. The vote was cast 5 for, 0 against [Mejia and Morris absent].

**8. Conduct a public hearing and discuss an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Millbrook East Public Improvement District.**

Assistant City Manager Stringfellow stated that the proposed annual assessment for the Millbrook East Public Improvement District (PID) is \$0.18 per \$100 valuation. The proposed service plan budget is \$39,917.00.

Mayor Knight opened the public hearing.

There were no speakers.

**MOTION:** Councilmember Strain-Burk made a motion, seconded by Deputy Mayor Pro Tem Jaglowski, to close the public hearing. The vote was cast 5 for, 0 against [Mejia and Morris absent].

**9. Conduct a public hearing and discuss an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Rolling Meadows Public Improvement District.**

Assistant City Manager Stringfellow stated that the proposed annual assessment for the Rolling Meadows Public Improvement District (PID) is \$0.25 per \$100 valuation. The proposed service plan budget is \$37,133.00.

Mayor Knight opened the public hearing.

There were no speakers.

**MOTION:** Councilmember Strain-Burk made a motion, seconded by Deputy Mayor Pro Tem Jaglowski, to close the public hearing. The vote was cast 5 for, 0 against [Mejia and Morris absent].

**10. Conduct a public hearing and discuss an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Tribute at Mills Branch and Tribute East at Mills Branch Public Improvement District.**

Assistant City Manager Stringfellow stated that the proposed annual assessment for the Tribute and Tribute East at Mills Branch Public Improvement District (PID) is \$0.36 per \$100 valuation for lots with completed homes and \$0.80 per \$100 valuation for unimproved lots. The proposed service plan budget is \$29,423.00.

Mayor Knight opened the public hearing.

There were no speakers

**MOTION:** Councilmember Strain-Burk made a motion, seconded by Deputy Mayor Pro Tem Jaglowski, to close the public hearing. The vote was cast 5 for, 0 against [Mejia and Morris absent].

**MOTION:** Councilmember Strain-Burk made a motion, seconded by Deputy Mayor Pro Tem Jaglowski to adjourn. The vote was cast 5 for, 0 against [Mejia and Morris absent].

The meeting was adjourned at 7:29 p.m.

**ATTEST:**

**APPROVED:**

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Sorangel O. Arenas, City Secretary

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Marcus E. Knight, Mayor

## MINUTES

### LANCASTER CITY COUNCIL MEETING OF AUGUST 17, 2015

The City Council of the City of Lancaster, Texas, met in a called Special session in the Council Chambers of City Hall on August 17, 2015 at 7:00 p.m. with a quorum present to-wit:

#### Councilmembers Present:

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

#### Councilmembers Absent:

Marco Mejia

#### City Staff Present:

Opal Mauldin-Robertson, City Manager  
Rona Stringfellow, Assistant City Manager  
Cheryl Womble, Executive Assistant to City Manager  
Fabrice Kabona, Assistant to the City Manager  
Cheryl Wilson, Police Chief  
Brad Boulton, Assistant Police Chief  
Sam Urbanski, Assistant Police Chief  
Dori Lee, HR Director  
Jim Brewer, Public Works Director  
Ed Brady, Director of Economic  
Sean Johnson, Managing Director of Quality of Life & Cultural Services  
Michael Grace, Development Services Director  
Amanda Monsivais, HR Generalist  
Pat Adamcik, Assistant Fire Chief  
Jermaine Sapp, Fleet Superintendent  
Cynthia Pearson, Finance Director  
Angie Arenas, City Secretary

#### Call to Order:

Mayor Knight called the meeting to order at 7:00 p.m. on August 17, 2015.

- 1. Consider a resolution authorizing the purchase of (5) conversion kits from Priority Public Safety through an Interlocal Agreement with City of Dallas in an amount not to exceed \$127,722.10.**

City Manager Mauldin-Robertson advised the Council and Staff that this purchase will create a savings of \$11,915.00.

**MOTION:** Mayor Pro Tem Daniels made a motion, seconded by Councilmember Strain-burk, to approve action item 1. The vote was cast 6 for, 0 against [Mejia absent].

**MOTION:** Mayor Pro Tem Daniels made a motion, seconded by Deputy Mayor Pro Tem Jaglowski, to adjourn. The vote was cast 6 for, 0 against [Mejia absent].

The meeting was adjourned at 7:02 p.m.

**ATTEST:**

**APPROVED:**

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Sorangel O. Arenas, City Secretary

\_\_\_\_\_  
Marcus E. Knight, Mayor



# LANCASTER CITY COUNCIL

## Agenda Communication

August 24, 2015

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**Consider a resolution amending the terms and conditions of the City owned ground lease for Lot 27 at the Lancaster Regional Airport.**

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**This request supports the City Council 2015-2016 Policy Agenda.**

**Goal: Sound Infrastructure**

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### **Background**

Ground lease L-27 in building 740 has a ground lease written different from all the other 6 ground leases in this building back in the 1990s. All the other ground leases in this building will expire in 2019 with (2) 5 year renewal options. No documentation could be found to explain why L-27 is the only one that expires in 2024. The L-27 owner also owns L-29 in the same building 740 and other ground leases in other buildings on the airport. He would like his ground leases in building 740 to have the same term with an expiration in 2019 with (2) 5 year renewal options. Amending the ground lease as requested by the owner doesn't violate any grant assurances or Federal Aviation Regulations. The owner is current with his financial obligations has maintained and improved his property to meet and/or exceed the established standards.

### **Considerations**

- **Operational** - The City's airport ground lease program is used for private entities to build infrastructure on the airport that becomes City property upon expiration of the ground lease.
- **Legal** - The lease agreement was reviewed and approved as to form by the City Attorney.
- **Financial** - There are no cost to the City associated with this amendment.
- **Public Information** - This item is being considered at a meeting of the City Council noticed in accordance with the Texas Open Meeting Act.

### **Options/Alternatives**

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

### **Recommendation**

Staff recommends approval of the resolution.

**Attachments**

- Resolution
  - Exhibit "A" Lease Agreement L-27
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**Submitted by:**  
Mark Divita, Airport Manager

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, AMENDING THE TERMS AND CONDITIONS OF THE CITY OWNED GROUND LEASE FOR LOT 27 AT THE LANCASTER REGIONAL AIRPORT; AUTHORIZING THE CITY MANAGER TO AMEND SAID LEASE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Lancaster Regional Airport has signed and executed ground lease agreements for Ground Lease L-27; and

**WHEREAS**, the City Council of Lancaster, Texas, desires to authorize an amended term expiration date of May 20, 2019 with (2) Five year extension options to Ground Lease L-27.

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

**SECTION 1.** That the City ground 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 amend 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 24<sup>th</sup> day of August 2015.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Sorangel O. Arenas, City Secretary

\_\_\_\_\_  
Marcus E. Knight, Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Robert E. Hager, City Attorney

## GROUND LEASE

On March 15, 1989 the City of Lancaster entered into a land lease with Airport Properties, Inc. for the purpose of constructing hangars for sale or lease.

This Ground Lease is made this **First day of February, 1992** between Airport Properties, Inc., its heirs, successors and assigns (hereafter called “Manager”) and **Sterling May** (hereafter called “Owner”), who have entered into an agreement to purchase Hangar No. L-27 which is situated on Lot No. C.

### 1. **TERM.**

- A. **INITIAL TERM**—The initial term of this Ground Lease shall be from the date of sale (closing) until **May 20, 2019**. The “rental commencement date” is the date the closing takes place. The “right of first refusal” (given to Airport Properties, Inc. in the main lease) is hereby assigned to **Sterling May** as long as they have not been in default of this sublease on the ground.
- B. **EXTENSION OF TERM**—MANAGER hereby grants OWNER, its successors and assigns, two successive options to extend this Lease on the Leased Premises, as existing at the time(s) when either is exercised as follows:
  - (1) First Option Period: Five (5) years, beginning at the expiration date of the initial term.
  - (2) Second Option Period: Five (5) years, beginning at the expiration date of the First Option Period.
- C. As a condition for the exercise of each option, OWNER shall, as provided herein, give MANAGER written notice of OWNER’S intent to exercise its option at least six (6) months prior to the expiration date of the term of the Lease, as extended by this Agreement.
- D. All conditions and covenants contained herein shall remain in force during any extension of term pursuant to said option(s) except the provision for the payment of rent for the ground lease, which shall be reset at the current fiscal year Ground Lease (Improved) rate as approved by the City Council of the City of Lancaster.
- E. OWNER’S right to exercise such option is conditional on proper notice, required in paragraph C of this subsection, and is further conditioned upon OWNER not being in default in the performance of its covenants undertaken by OWNER, at the beginning date of the extension of the term for which such notice is given.
- F. OWNER shall not have the right to exercise such option if this Lease has been terminated for any reason or reasons, or OWNER is in default as to any provision or condition of the Lease prior to exercise of any option granted under this section. Termination by

MANAGER shall extinguish any right hereunder to extend or otherwise maintain any interest, equity in and at law, to claim any right, title or interest.

2. **ANNUAL CHARGES**—“Annual Charges” as a covenant with the Contract of Sale on Hangar No. **L-27** and the execution of this Ground Lease, the hangar owner agrees during each year of the term of this agreement to pay to the Manager a yearly ground rental, annual insurance on the hangar, pro rata property taxes, trash dumpster fees, and any necessary common maintenance necessary for the upkeep and preservation of the property.

A. **GROUND RENT:** Ground Rent will be due in advance on or before each anniversary commencement date. The yearly ground rent may be adjusted as follows:

Years 1-3	\$200.00
Years 4-5	\$215.00
Years 6-10	\$269.00
Years 11-15	\$295.00
Years 16-20	\$318.00
Years 21-25	\$330.00
Years 26-30	\$362.00

B. **ANNUAL INSURANCE:** On or before each and every commencement date, annual hangar property casualty insurance and a blanket liability policy will be due. The property insurance will cover the Hangar only; no contents or improvement will be covered. If coverage to the add contents and improvements is desired, the Owner must advise the Manager in writing so that additional coverage may be added.

All insurance proceeds will be payable by joint check to Airport Properties, Inc., the City and the Owner for the sole purpose of rebuilding the Hangar to its original condition.

All insurance is subject to increase and/or decrease each anniversary date. Property insurance is mandatory.

C. **TRASH DUMPSTER:** Trash dumpster service is due and payable on or before each and every commencement date. This charge is prorated over the entire project and must remain at all times fair, equal and within industry standards.

D. **PROPERTY TAXES:** Within fifteen (15) days after request from Manager, **Sterling May** agrees to reimburse sub-lessor for all assessments, real estate taxes, ad valorem taxes of any sort of a private or governmental nature, and any governmental charges levied or imposed upon or against the Hangar or the ground.

All “Annual Charges” are due on or before each anniversary commencement date. Any charges due and unpaid later than fifteen (15) days after shall bear interest at the highest lawful rate and be subject to a late collection fee in the amount of \$25.00.

3. **UTILITIES**—Utilities will be provided for as follows:

- A. **ELECTRICITY:** All electrical usage will be individually metered and Tenant will be responsible for all charges incurred. All sub-metered hangars will be assessed a \$5.00 per month minimum charge or actual meter reading charge, whichever is higher. The minimum charge may be increased to \$10.00 during the 15<sup>th</sup>-30<sup>th</sup> years of this Agreement.
- B. **WATER AND SEWER:** Water and Sewer charges will be assessed at a \$5.00 per month minimum charge, regardless of occupancy. This minimum charge may be increased to \$10.00 during the 15<sup>th</sup>-30<sup>th</sup> years of this Agreement.

All utilities must be paid within fifteen (15) days of receipt of invoice or be subject to a late fee in the amount of \$25.00.

- 4. **TERMS:** During the term of this Ground Lease and all extensions, the Tenant agrees to the following:
  - A. To abide by all rules and regulations of the Federal Aviation Administration (FAA), State of Texas, City of Lancaster, and any other duly constituted public authority having jurisdiction over the Airport.
  - B. To accept all facilities on the Premises in the condition in which they are found. Manager hereby disclaims and Tenant hereby accept such disclaimer of any warranty (except a 12 month warranty), express or implied, of the conditions of fitness for use of the Hangar, and to maintain the Hangar at no cost to the Manager whatsoever.
  - C. To furnish such equipment as may be necessary to properly secure Tenant's aircraft and hangar (office areas included). Tenant agrees to be solely responsible for setting brakes, placing chocks, tying down or otherwise securing Tenant's aircraft. Note: Most insurance companies will not cover damage by the Sub-lessee's plane or automobile.
  - D. Not to hold Manager or City of Lancaster or any of their agents or employees responsible for any loss occasioned by fire, theft, rain, windstorm, hail, or any other cause whatsoever, whether said cause be the direct, indirect, or merely a contributing factor in producing the loss to any airplane, automobile, personal property, parts or surplus that may be located or stored in the hangar, offices, aprons, field or any other location at the Airport; and Sub-lessee agrees that the aircraft and its contents are to be stored at Sub-lessee's risk whether on the field or in the Hangar.
  - E. To indemnify, defend, hold harmless the Manager and the City of Lancaster and their agents, officers, and employees, from and against any and all liability or loss resulting from claims or court action arising directly or indirectly out of the acts of Tenant, Tenant's agents, servants, guests, or business visitors, under this lease or by reason of any act or omission of such person arising from any use of the Airport premises and/or facilities.

- F. To prohibit storage of any inflammable liquids, gases, signal flares, or other similar material on the leased Premises, or in any building on the Airport; except that such materials may be kept in aircraft for such purpose, or in rooms or areas specifically approved for such storage by the Airport Supervisor, or in Underwriters approved safety cans.
- G. To permit Manager to enter the Premises with a prearranged appointment for inspection or repairs, of additions, or alterations necessary for the safety, improvement, or preservation of the Premises.

5. **ASSIGNMENTS AND SUBLETTING**—Assignments of the Premises or any part thereof shall be made by first giving written notice thereof to the Manager. In the event of an assignment, the Assignee shall agree in writing to assume all of the terms, covenants, and conditions of this Agreement, and a duplicate original there shall be delivered to the Manager prior to its effective date.

**IMPROVEMENTS**—Improvements shall be completed in strict accordance with the following:

- A. Tenant shall at no time permit a lien or claim against any part of the leased Premises or the Hangar to exist or to come into being arising out of the Leasehold Improvements.
- B. All costs of Leasehold improvements, labor, work, materials, and equipment installed or placed upon the Premises shall be paid for solely by Tenant.
- C. Tenant understands and agrees that any damage to the Hangar caused by any of Tenant's Leasehold Improvements shall be repaired at Tenant's sole cost and expense.

7. **SECURITY**—To secure payment of all rentals and other sums of money becoming due hereunder from Tenant, and to secure payment of any damage or losses which Tenant may suffer by reason of the breach by Tenant of any covenant, agreement or condition contained herein, Tenant hereby grants Manager a security interest in and an express contractual lien against the Hangar.

8. **DEFAULT**—The following shall be deemed to be events of default by Tenant under this lease:

- A. The making by Tenant of an assignment for the benefit of its creditors;
- B. The levying on or against the property of Tenant of a writ of execution or attachment which is not released or discharged within thirty (30) days thereafter;
- C. In the event proceedings are instituted in a court of competent jurisdiction for the reorganization, liquidation, or involuntary dissolution of Tenant, or for its adjudication, as a bankrupt or insolvent, or for the appointment of a receiver of the property of Tenant,

and proceedings are not dismissed, and any receiver, trustee, or liquidator appointed therein is not discharged within thirty (30) days after the institution of said proceedings;

- D. Any act which creates a Mechanics Lien or claim therefore against the land or Hangar and/or the Premises satisfactory to Tenant and lessor within ten (10) days thereafter; or
- E. The failure of Tenant to pay any installment of “annual charges” or other charge or money obligation herein required to be paid by Manager within twenty (20) days after written notice is given by Manager to Tenant, or to perform any other of Manager’s covenants under this lease not involving the payment of money within thirty (30) days after written notice is given by Manager to Tenant.

Upon the occurrence of any of the above uncured defaults, Manager may terminate this lease and reenter the Premises with or without process of law using such force as may be necessary, change the locks or otherwise lock out Tenant and remove all persons and property therefrom the hangar. Airport Properties, Inc. shall not be liable for damages or otherwise by reason of reentry or termination of this lease. It is further understood that lessee will, in addition to the rent and other sums agreed to be paid hereunder, pay reasonable attorney’s fees incurred by Airport Properties, Inc., to enforce the provisions of this Lease Agreement, or the collection of the rent due Airport Properties, Inc. Any property belonging to lessee or to any persons holding by, through, or under lessee, or otherwise found upon the leased Premises, may be removed therefrom and stored in any public warehouse at the cost of and for the account of Sub-lessee.

## 9. MISCELLANEOUS PROVISIONS

- A. **TEXAS LAW TO APPLY:** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Dallas County, Texas.
- B. **PARTIES BOUND:** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns except as otherwise expressly provided herein.
- C. **LEGAL CONSTRUCTION:** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- D. **PRIOR AGREEMENTS SUPERSEDED:** This Agreement and Contract of Sale constitute the only agreements of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties.
- E. **ATTORNEY’S FEES:** If any action at law or in equity, including any action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney’s fees from the other party, which fees may be set by the court in the trail of such action or may be enforced in

a separate action brought for that purpose, and which fees shall be in addition to any other relief which may be awarded.

- F. **NOTICE:** Unless otherwise provided herein, any notice, tender, or delivery to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at the respective addresses set forth below or at such other address as they shall have theretofore specified by written notice to the other. Any notice shall be deemed delivered and effective if hand delivered on the date of delivery or if mailed when deposited in the U.S. Mail, postage prepaid and properly addressed.
- G. **TIME OF ESSENCE:** Time is of the essence of this Agreement.
- H. **NATURE AND EXTENT OF AGREEMENT:** This instrument and the contract of Sale and its exhibits contain the complete agreement of the parties regarding the terms and conditions of the Sale of the Hangar, and there are no oral or written conditions, terms, understandings, or other agreements pertaining thereto which have not been incorporated herein. This instrument creates only the relationship of Manager and Tenant between the parties hereto as to the leased Premises, and nothing herein expressly set forth. Specifically, nothing in this lease shall be construed to create partnership, joint venture or association in any relationship with Manager other than that of landlord and tenant, and this lease shall not be construed to authorize either Manager or Tenant to act as agent for the other.
- I. **CAPTIONS AND HEADINGS:** The captions and headings through this lease are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision of or the scope or intent of this or in any way affect this lease.
- J. **AUTHORITY TO EXECUTE:** Manager and Tenant represent and warrant to each other that each is full authorized to enter into this lease without the joinder of any other person, executing this lease on behalf of each, such party corporate, partnership or joint venture action required has been taken.

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

CITY OF LANCASTER, LESSOR/MANAGER

LESSEE/OWNER/TENANT:

By: \_\_\_\_\_  
Opal Mauldin-Robertson,  
City Manager

\_\_\_\_\_  
Sterling May

Addresses for Notice:

PO Box 940  
Lancaster, TX 75146

3419 Westminster Ave, Ste 348-G  
Dallas, TX 75205

ATTEST:

\_\_\_\_\_  
Sorangel O. Arenas, City Secretary

ORIGINAL  
COPY

GROUND LEASE

On March 15, 1989 the City of Lancaster entered into a land lease with Airport Properties, Inc. for the purpose of constructing hangars for sale or lease.

This Ground Lease is made this 1 day of February, 1992 between Airport Properties, Inc., its heirs, successors and assigns (hereafter called "Manager" ) and James B. Dagnon (hereafter called "Owner"), who have entered into an agreement to purchase Hangar No. L-27 which is situated on Lot No. C.

- 1. **INITIAL TERM**--The initial term of this Ground Lease shall be from the date of sale (closing) until May 20, 2024. The "rental commencement date" is the date the closing takes place. The "right of first refusal" (given to Airport Properties, Inc. in the main lease) is hereby assigned to James B. Dagnon as long as they have not been in default of this sublease of the ground.
- 2. **ANNUAL CHARGES**--"Annual Charges" as a covenant with the Contract of Sale on Hangar No. L-27 and the execution of this Ground Lease, the hangar owner agrees during each year of the term of this agreement to pay to the Manager a yearly ground rental, annual insurance on the hangar, pro rata property taxes, trash dumpster fees, and any necessary common maintenance necessary for the upkeep and preservation of the property.

A. **GROUND RENT:** Ground Rent will be due in advance on or before each anniversary commencement date. The yearly ground rent may be adjusted as follows:

<del>93-95</del> 93-95	Years 1-3	\$ <u>200.00</u>
96-97	Years 4-5	\$ <u>215.00</u>
<del>98-2000</del> 98-2000	Years 6-10	\$ <u>269.00</u>
03-07	Years 11-15	\$ <u>295.00</u>
08-12	Years 16-20	\$ <u>318.00</u>
13-17	Years 21-25	\$ <u>330.00</u>
18-22	Years 26-30	\$ <u>362.00</u>

B. **ANNUAL INSURANCE:** On or before each and every commencement date, annual hangar property casualty insurance and a blanket liability policy will be due. The property insurance will cover the Hangar only; no contents or improvements will be covered. If coverage to add contents and improvements is desired, the Owner must

**ANNUAL INSURANCE CONT'D:**

advise the Manager in writing so that additional coverage may be added.

All insurance proceeds will be payable by joint check to Airport Properties, Inc., the City and the Owner for the sole purpose of rebuilding the Hangar to its original condition.

All insurance is subject to increase and/or decrease each anniversary date. Property insurance is mandatory.

- C. **TRASH DUMPSTER:** Trash dumpster service is due and payable on or before each and every commencement date. This charge is prorated over the entire project and must remain at all times fair, equal and within industry standards.
- D. **PROPERTY TAXES:** Within fifteen (15) days after request from Manager, James B. Dagnon agrees to reimburse sublessor for all assessments, real estate taxes, ad valorem taxes of any sort of a private or governmental nature, and any governmental charges levied or imposed upon or against the Hangar or the ground.

All "Annual Charges" are due on or before each anniversary commencement date. Any charges due and unpaid later than fifteen (15) days after shall bear interest at the highest lawful rate and be subject to a late collection fee in the amount of \$25.00..

**3. UTILITIES--Utilities will be provided for as follows:**

- A. **ELECTRICITY:** All electrical usage will be individually metered and Tenant will be responsible for all charges incurred. All submetered hangars will be assessed a \$5.00 per month minimum charge or actual meter reading charge, whichever is higher. The minimum charge may be increased to \$10.00 during the 15th-30th years of this Agreement.
- B. **WATER AND SEWER:** Water and Sewer charges will be assessed at a \$5.00 per month minimum charge, regardless of occupancy. This minimum charge may be increased to \$10.00 during the 15th-30th years of this Agreement.

All utilities must be paid within fifteen (15) days of receipt of invoice or be subject to a late fee in the amount of \$25.00.

4. **TERMS:** During the term of this Ground Lease and all extensions, the Tenant agrees to the following:
- A. To abide by all rules and regulations of the Federal Aviation Administration (FAA), State of Texas, City of Lancaster, and any other duly constituted public authority having jurisdiction over the Airport.
  - B. To accept all facilities on the Premises in the condition in which they are found. Manager hereby disclaims and Tenant hereby accepts such disclaimer of any warranty (except a 12 month warranty), express or implied, of the conditions of fitness for use of the Hangar, and to maintain the Hangar at no cost to the Manager whatsoever.
  - C. To furnish such equipment as may be necessary to properly secure Tenant's aircraft and hangar (office areas included). Tenant agrees to be solely responsible for setting brakes, placing chocks, tying down or otherwise securing Tenant's aircraft. Note: Most insurance companies will not cover damage by the Sublessee's plane or automobile.
  - D. Not to hold Manager or City of Lancaster or any of their agents or employees responsible for any loss occasioned by fire, theft, rain, windstorm, hail, or any other cause whatsoever, whether said cause be the direct, indirect, or merely a contributing factor in producing the loss to any airplane, automobile, personal property, parts or surplus that may be located or stored in the hangar, offices, aprons, field, or any other location at the Airport; and Sublessee agrees that the aircraft and its contents are to be stored at Sublessee's risk whether on the field or in the Hangar.
  - E. To indemnify, defend, hold harmless the Manager and the City of Lancaster and their agents, officers, and employees, from and against any and all liability or loss resulting from claims or court action arising directly or indirectly out of the acts of Tenant, Tenant's agents, servants, guests, or business visitors, under this lease or by reason of any act or omission of such person arising from any use of the Airport premises and/or facilities.
  - F. To prohibit storage of any inflammable liquids, gases, signal flares, or other similar material on the leased Premises, or in any building on the Airport; except that such materials may be kept in aircraft for such purpose, or in rooms or areas specifically approved for such

**F. CONT'D:**

storage by the Airport Supervisor, or in Underwriters approved safety cans.

G. To permit Manager to enter the Premises with a prearranged appointment for inspection or repairs, of additions, or alternations necessary for the safety, improvement, or preservation of the Premises.

5. **ASSIGNMENTS AND SUBLETTING**--Assignment of the Premises or any part thereof shall be made by first giving written notice thereof to Manager. In the event of an assignment, the Assignee shall agree in writing to assume all of the terms, covenants, and conditions of this Agreement, and a duplicate original thereof shall be delivered to the Manager prior to its effective date.

**IMPROVEMENTS**--Improvements shall be completed in strict accordance with the following:

A. Tenant shall at no time permit an lien or claim against any part of the leased Premises or the Hangar to exists or to come into being arising out of the Leasehold Improvements.

B. All costs of Leasehold Improvements, labor, work, materials, and equipment installed or placed upon the Premises shall be paid for solely by Tenant.

C. Tenant understands and agrees that any damage to the Hangar caused by any of Tenant's Leasehold Improvements shall be repaired at Tenant's sole cost and expense.

7. **SECURITY**--To secure payment of all rentals and other sums of money becoming due hereunder from Tenant, and to secure payment of any damage or losses which Tenant may suffer by reason of the breach by Tenant of any covenant, agreement or condition contained herein, Tenant hereby grants Manager a security interest in and an express contractual lien against the Hangar.

8. **DEFAULT**--The following shall be deemed to be events of default by Tenant under this lease:

A. The making by Tenant of an assignment for the benefit of its creditors;

B. The levying on or against the property of Tenant of a writ of execution or attachment which is not released or discharged within thirty (30) days thereafter;

- C. In the event proceedings are instituted in a court of competent jurisdiction for the reorganization, liquidation, or involuntary dissolution of Tenant, or for its adjudication as a bankrupt or insolvent, or for the appointment of a receiver of the property of Tenant, and proceedings are not dismissed, and any receiver, trustee, or liquidator appointed therein is not discharged within thirty (30) days after the institution of said proceedings;
- D. Any act which creates a Mechanics Lien or claim therefore against the land or Hangar and/or the Premises satisfactory to Tenant and lessor within ten (10) days thereafter; or
- E. The failure of Tenant to pay any installment of "annual charges" or other charge or money obligation herein required to be paid by Manager within twenty (20) days after written notice is given by Manager to Tenant, or to perform any other of Manager's covenants under this lease not involving the payment of money within thirty (30) days after written notice is given by Manager to Tenant.

Upon the occurrence of any of the above uncured defaults, Manager may terminate this lease and reenter the Premises with or without process of law using such force as may be necessary, change the locks or otherwise lock out Tenant and remove all persons and property therefrom the hangar. Airport Properties, Inc. shall not be liable for damages or otherwise by reason of reentry or termination of this lease. It is further understood that lessee will, in addition to the rent and other sums agreed to be paid hereunder, pay reasonable attorney's fees incurred by Airport Properties, Inc., to enforce the provisions of this Lease Agreement, or the collection of the rent due Airport Properties, Inc. Any property belonging to lessee or to any persons holding by, through, or under lessee, or otherwise found upon the leased Premises, may be removed therefrom and stored in any public warehouse at the cost of and for the account of Sublessee.

#### 9. MISCELLANEOUS PROVISIONS

- A. **TEXAS LAW TO APPLY:** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Dallas County, Texas.
- B. **PARTIES BOUND:** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns except as otherwise expressly provided herein.

- C. **LEGAL CONSTRUCTION:** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- D. **PRIOR AGREEMENTS SUPERSEDED:** This Agreement and Contract of Sale constitute the only agreements of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties.
- E. **ATTORNEY'S FEES:** If any action at law or in equity, including any action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees from the other party, which fees may be set by the court in the trail of such action or may be enforced in a separate action brought for that purpose, and which fees shall be in addition to any other relief which may be awarded.
- F. **NOTICE:** Unless otherwise provided herein, any notice, tender, or delivery to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at the respective addresses set forth below or at such other address as they shall have theretofore specified by written notice to the other. Any notice shall be deemed delivered and effective if hand delivered on the date of delivery or if mailed when deposited in the U.S. Mails, postage prepaid and properly addressed.
- G. **TIME OF ESSENCE:** Time is of the essence of this Agreement.
- H. **NATURE AND EXTENT OF AGREEMENT:** This instrument and the Contract of Sale and its exhibits contain the complete agreement of the parties regarding the terms and conditions of the Sale of the Hangar, and there are no oral or written conditions, terms, understandings, or other agreements pertaining thereto which have not been incorporated herein. This instrument creates only the relationship of Manager and Tenant between the parties hereto as to the leased Premises, and nothing herein expressly set forth. Specifically, nothing in this lease shall be construed to create partnership, joint venture or association in any relationship with Manager other than that of landlord and tenant, and this lease shall

**NATURE AND EXTENT OF AGREEMENT CONT'D:**

not be construed to authorize either Manager or Tenant to act as agent for the other.

- I. **CAPTIONS AND HEADINGS:** The captions and headings through this lease are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision of or the scope or intent of this lease or in any way affect this lease.
- J. **AUTHORITY TO EXECUTE:** Manager and Tenant represent and warrant to each other that each is full authorized to enter into this lease without the joinder of any other person, executing this lease on behalf of each, such party corporate, partnership or joint venture action required has been taken.

**TENANT & PERSONAL GUARANTOR:**

James B Dagnon  
 \_\_\_\_\_  
 James B. Dagnon

**MANAGER: Jack H. Cox, Jr**  
**Airport Properties, Inc.**  
**A Texas Corporation**

Jack H Cox, Pres  
 \_\_\_\_\_  
 Jack H. Cox  
 President

**Address for Notice:**

7000 Crater Lake Dr.  
 Arlington, Texas 76016

**Address for Notice:**

5260 S. Collins  
 Arlington, Texas 76018

**STATE OF TEXAS**

**COUNTY OF TARRANT**

This instrument was acknowledged before me on 1-31-92 by James B. Dagnon and Jack H. Cox, President of Airport Properties, Inc.



Larell Bower  
 Notary Public Signature

My commission expires: 9-22-95

# LANCASTER CITY COUNCIL

## Agenda Communication

August 24, 2015

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**Consider a resolution approving and adopting the Lancaster Regional Airport Rules and Regulations as amended August 2015.**

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This request supports the City Council 2015-2016 Policy Agenda.

**Goal: Sound Infrastructure**

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### Background

The Lancaster Regional Airport Rules and Regulations were last updated in 2010. Since that time, changes have occurred at the Airport that impact operations and infrastructure. The Rules and Regulations have been updated to incorporate these changes. A black bar has been placed in the right margin of the Rules and Regulations to show changes/additions to the Rules and Regulations.

### Considerations

- **Operational** – To facilitate more effective operations, the Rules and Regulations have been updated.
- **Legal** - The Rules and Regulations were reviewed and approved as to form by the City Attorney. These were considered by the Airport Advisory Board and recommended for Council approval at the 11 August 2015 meeting.
- **Financial** - There is no financial impact in adopting the updated Rules and Regulations.
- **Public Information** - This item is being considered at a meeting of the City Council noticed in accordance with the Texas Open Meeting Act.

### Options/Alternatives

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

### Recommendation

Staff recommends approval of the resolution as recommended by the Airport Advisory Board at their August 11, 2015 meeting.

**Attachments**

- Resolution
  - Exhibit "A" 2015 Lancaster Regional Airport Rules and Regulations
  - Exhibit "B" Airport Advisory Board Draft Minutes
- 

**Submitted by:**  
Mark Divita, Airport Manager

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING AND ADOPTING THE LANCASTER REGIONAL AIRPORT RULES AND REGULATIONS DATED AUGUST 2015; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Airport Advisory Board, voted unanimously on August 11, 2015 to recommend to Council approval of the amended rules and regulations of the Lancaster Regional Airport; and

**WHEREAS**, the City Council of the City of Lancaster desires to provide updated rules and regulations for the Lancaster Regional Airport;

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

**SECTION 1.** That the City Council hereby approves and adopts Rules and Regulations for the Lancaster Regional Airport dated August 2015, which is attached hereto and incorporated herein as Exhibit "A" and is set forth in full.

**SECTION 2.** Any prior resolution of the City Council in conflict with the provisions contained in this resolution are hereby repealed and revoked.

**SECTION 3.** 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.

**DULY PASSED** and approved by the City Council of the City of Lancaster, Texas, on this the 24<sup>th</sup> day of August 2015.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Sorangel O. Arenas, City Secretary

\_\_\_\_\_  
Marcus E. Knight, Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Robert E. Hager, City Attorney



# **RULES AND REGULATIONS**

LANCASTER, TEXAS

AUGUST 2015

# Rules and Regulations

## Table of Contents

Section 1 – General Conditions

Section 2 – Ground Operations

Section 3 – Flight Operations

Section 4 – Leasing

Appendix A – Definitions

SECTION 1  
GENERAL CONDITIONS

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## Rules and Regulations

The following rules and regulations shall be observed during the use, operation, and conduct of the Lancaster Regional Airport:

### **Section 1 - General Conditions**

- GC-1 **Use of Airport Restricted:** No person, firm, association, corporation or entity, incorporated or otherwise, shall use the Lancaster Regional Airport for any commercial activity, unless approved by a written permit from the city council or its duly authorized agent (1994 Code of Ordinances, Chapter 1, Article 1.1200, Section 1.1201).
- GC-2. **Article to Contain Rules and Regulations for Airport:** The rules and regulations contained in this article shall be observed in the use, operation, and conduct of the Lancaster Regional Airport.
- GC-3. **Definitions:** Appendix A to these Rules and Regulations contains definitions of terms commonly used in Rules and Regulations and in the Minimum Standards for Lancaster Regional Airport. These definitions are subject to review, and possible modifications from time to time. The City of Lancaster reserves the right to delete or change the definitions when deemed necessary or prudent.
- GC-4. **Authority:** These Rules and Regulations are promulgated and implemented by city ordinance by the City of Lancaster for the use, operation, and conduct of the Lancaster Regional Airport under the authority of Resolution Number \_\_\_\_\_.
- GC-5. **Applicability:** These Rules and Regulations apply to all users of the Lancaster Regional Airport.
- GC-6. **Knowledge of Rules Implied; Copies of Rules & Regulations Available:** By publication of these rules and regulations, as required by law, all users of the Lancaster Regional Airport will be deemed to have knowledge of its contents. Copies of these Rules and Regulations will be available at all times in the Airport Manager, City Manager or Designee's office.
- GC-7. **Maintenance, Update, and Distribution of Rules and Regulations Document:**
- A. Maintenance and Update – The Airport Manager, City Manager or Designee will ensure that the Rules and Regulations document is kept current and will submit proposed revisions to the Airport Advisory Board and City Council from time to time, dependent upon the urgency of the subject matter to be revised.
  - B. Each time a revision is made to the Rules and Regulations, the date of the adoption of the revision will be reflected on a master copy of the document to be kept in the office of the Airport Manager, City Manager or Designee.
  - C. Distribution - A copy of the most current publication of the Rules and Regulations will be provided to each new tenant upon the signing of a lease. Tenants renewing leases will also be provided with a copy of the most current publication. A copy will also be prominently displayed in the airport terminal building. Copies will be made available upon request from the City Secretary's Office at the City's rate for reproduction of printed material.
  - D. The following parties will be provided with a copy of the revised document after adoption and issuance of it.

**Distribution list:**

Airport Manager  
City Manager or Authorized Designee  
Assistant City Manager  
Manager of each general fixed-base operator (GFBO)  
Manager of each specialty fixed-base operator (SFBO)  
City Secretary, City of Lancaster  
Members of the Airport Advisory Board  
All Airport Leaseholders, and Airport Tenants.

- GC-8. **Conflict of Rules:** When there is conflict between these and the Federal Aviation Administration traffic rules, the Federal Aviation Administration rules prevail.
- GC-9. **Security:** All users of the Lancaster Regional Airport shall be aware of general airport security and safety measures and take proper precautions at all times. The Lancaster Regional Airport is a member of the Aircraft Owners and Pilots Association (AOPA) Airport Watch Program. More information on these security measures is available at [www.aopa.org](http://www.aopa.org).
- GC-10. **Fire Regulations:**
- A. Every person going upon or using the airport or its facilities in any manner shall abide by the City of Lancaster's adopted Fire Code and shall exercise the greatest care and caution to avoid and prevent fire.
  - B. Smoking or any open flame is prohibited within 50 feet of any aircraft, fuel truck, fuel storage tank or building.
  - C. Compressed or inflammable gas, NOT ordinarily used for aviation purposes, shall not be kept or stored upon the Airport, except in places designated by the Airport Manager, City Manager or Designee.
  - D. No flammable substances shall be used inside a hangar or other building without ample ventilation.
  - E. No person shall smoke, or otherwise ignite a match or lighter for the purpose of smoking in any building, except in designated smoking areas.
  - F. Hangar entrances shall be kept clear at all times.
  - G. The floors in all buildings shall be kept clean and free from oil. Volatile, flammable substances shall NOT be used for cleaning floors.
  - H. Where aircraft fueling is performed by a fuel truck, adequate bonding connections shall be provided.
  - I. At least one 20-pound portable fire extinguishers shall be accessible within 50 feet of the fuel pumps where open hose discharge is not more than two hundred gallons per minute at that pump.
  - J. All aviation fuel nozzles will have "dead man" controls that will shut off the fuel flow when the nozzle hand control is released. Automatic fuel cut-off nozzles MAY NOT be substituted for "dead man" controls for fueling.

- K. At least one 10-pound fire extinguisher with a Class 2A, 10BC rating shall be installed by owner or tenant in each individual hangar or office. Extinguishers shall be mounted not less than five inches from the floor of the hangar, and not more than five feet from the hangar floor. It shall be the tenant's responsibility to supply and maintain said fire extinguisher. Fire extinguishers shall be inspected and tagged by an authorized agency yearly. Businesses on the airport should follow guidelines in the certificate of occupancy as determined by the National Fire Protection Association Codes.
  - L. The City has the right to inspect all facilities to ensure safety.
- GC-11. **Penalty for Violation:** Any person determined to be in violation of these Rules and Regulations and for refusing to comply therewith, may be ejected from the airport, or may for any period of time not exceeding 30 days be denied access to City owned airport property, including leaseholds thereon, by the City Manager or Authorized Designee. Upon hearing by the Council, such person may be deprived of the further use of the airport and its facilities for such period of time as may appear necessary for the protection of life and property.
- GC-12. **Nonliability of City: Obedience of Rules Required:** All persons entering the Lancaster Regional Airport, or using the Lancaster Regional Airport for any purpose, shall do so at their own risk, and shall hold the City of Lancaster harmless for and on account of any injury or damage to person or property suffered thereby. Such persons shall be bound by and obey all the rules and regulations concerning and pertaining to said airport.
- GC-13. **Safeguard of Persons and Property:** The Airport Manager, City Manager or Designee shall at all times have authority to take such action as may be required to safeguard any person, aircraft, equipment or property at the airport.
- GC-14. **Surreptitious Activities:** All suspicious and unauthorized activities shall be reported immediately to the Airport Manager, City Manager or Designee, Police, or the Department of Public Safety (DPS).
- GC-15. **Vehicular Traffic:** All vehicular traffic shall be confined to the roads, streets, avenues and alleys provided on the grounds for that purpose, and shall not be operated at a speed in excess of ten (10) miles per hour, except as otherwise posted on the main entrance road.
- GC-16. **Restricted Area:**
- A. The City of Lancaster may designate certain areas on the airport as restricted; such restricted areas must have City Council approval, and will be identified by signs or other means to clearly delineate the areas.
  - B. **Persons Who May Enter Restricted Area.** No person shall go into the designated restricted area unless they have written permission of the Airport Manager, City Manager or Designee, hold a current license or lease with the City of Lancaster for a facility or is an invited visitor of such a person. Employees or invited visitors are the responsibility of their sponsor for compliance with all airport rules and regulations.
- GC-17. **Unauthorized Signs and Structures:** No signs, equipment, buildings, portable buildings, trailers, house trailers, poles, or towers of any kind may be erected, installed or relocated on the airport property without specific authorization of the Airport Manager, City Manager or Designee. All signs and structures must comply with all federal, state, and City ordinances and regulations. The proposed owner of a sign or structure must have appropriate approval of other City departments or Boards and Commissions where required.

- GC-18. **Registration of Persons and Aircraft:** Identification numbers on all aircraft based at the Lancaster Regional Airport shall be registered by the owner(s) of the aircraft at the office of the Airport Manager, City Manager or Designee with either a properly executed lease agreement with the City for a hangar space or a tie down space, or a properly executed airport tenant agreement if the aircraft occupies space sub-leased or provided, with or without a fee or charge, by a primary airport ground or facilities lessee. It shall be the responsibility of the primary lessee to provide the necessary information for the proper execution of the airport tenant agreement.
- GC-19. **Liability for Damage to Airport:** Any person, corporate or individual, and the owner of any aircraft causing damage of any kind to the airport, whether through violation of any of these rules or through any act of negligence, shall be liable for the total cost of the damage and any related expense.
- GC-20. **Reporting Damage to Airport Equipment and or Facilities:** Any person damaging any airport equipment and or facilities shall immediately report such damage to the Airport Manager, City Manager or Designee.
- GC-21. **Use of Another's Property:** Unless authorized by the owner, the use of any aircraft, parts, equipment, accessories or tools of another, situated on the airport, is forbidden, and no person shall touch any aircraft not owned by that person unless permission has been granted by the owner.
- GC-22. **Control of Debris, Foreign Objects, Glass:**
- A. No glass bottles may be used on or in proximity of an aircraft operations area, except within private hangars or other leased premises.
  - B. All users of Lancaster Regional Airport shall endeavor to keep all aircraft operations areas clear of glass, debris and foreign objects so as to avoid or reduce possible damage to aircraft. Users are encouraged to pick up loose property, and dispose of such material, or report the presence of such material to the Airport Manager's, City Manager's or Designee's office.
- GC-23. **Authority of Airport Manager, City Manager or Designee to Suspend or Restrict Operations:** The Airport Manager, City Manager or Designee may suspend or restrict any or all operations whenever such action is deemed necessary in the interest of safety and will provide notice of such action as is reasonable and necessary.
- GC-24. **Aircraft Washing:** Aircraft washing shall be accomplished only in areas and with guidance of the Airport Manager. Restrictions include: (1) Only airport tenants may wash their own aircraft on the airport (2) This privilege does not extend to vehicles or other forms of transportation (3) User shall clean up area of debris or cleaning equipment immediately following aircraft wash (4) User shall check in with airport FBO prior to use of designated area to preclude conflict (5) User shall provide own hose with a nozzle adapter to restrict free flow of water (6) User shall only use non-toxic forms of detergent (7) Airport reserves the right to cease any aircraft washing privileges at any time.
- GC-25. **Vehicles operation on Runway and Taxiways:** Only vehicles authorized by the Airport Manager, City Manager or Designee may operate on the runway, taxiways, runway safety area, or taxiway safety area. All vehicles operating on the runway, taxiways, runway safety area, or taxiway safety area shall be equipped with a vehicle borne or mobile VHF radio and must monitor the appropriate radio frequency for aircraft operations.
- GC-26. **Lien for Charges:**

- A. To enforce the payment of any charge made for repairs, improvements, storage or care of any personal property, made or furnished by the City of Lancaster or its agents, in connection with the operation of Lancaster Regional Airport, the City of Lancaster shall have a lien upon such personal property, which shall be enforceable as provided by law.
- B. To enforce the payment of such charge, the Airport Manager, City Manager or Designee may retain possession of such personal property until all reasonable, customary and usual compensation have been paid in full.

## SECTION 2

# GROUND OPERATIONS

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## **Section 2 – Ground Operations**

GO-1. **Ground Traffic:** All vehicular traffic shall be confined to avenues of passage designated and provided for that purpose by the Airport Manager, City Manager or Designee and shall not be operated at a speed in excess of 10 miles per hour. All vehicular traffic shall comply with posted signs on the airport. Private vehicles shall not operate on the runway(s) or taxiway(s) unless specifically authorized by the Airport Manager, City Manager or Designee. Furthermore, private vehicles should make use of the service roads on the east side of the hangar buildings when proceeding to individual hangars or business locations on the Airport. The ramp area is restricted to aircraft, fuel trucks, and Airport maintenance vehicles only, except for tenants proceeding to assigned tie-downs occupied by their owned aircraft. Tenants and visitors conducting business with one of the established commercial operators of the Airport shall make use of parking lot areas that have been provided for this purpose. Parking of ground vehicles in front of the terminal building on the ramp side is prohibited unless specifically authorized by the Airport Manager, City Manager or Designee.

GO-2. **Fueling of Aircraft.** The following shall apply to all fueling activity on the Airport property:

- A. Aircraft shall not be fueled when an engine is running or while in a hangar or other enclosed place, except that emergency services helicopters requiring a quick-turn-around may be fueled with the aircraft engine idling, at the discretion of the Fixed Base Operator and the pilot. No passengers are to be inside the helicopter during "hot" refueling.
- B. All aircraft shall be properly bonded/grounded during fueling. Aircraft fueled from a fuel truck shall be bonded to the fuel truck.
- C. To comply with local and state fire laws, aircraft must be completely outside and clear of hangars or other enclosed spaces during refueling.
- D. Aircraft fuel trucks shall be equipped, operated, and maintained in accordance with National Fire Protection Association, Inc., NFPA Manual 407, "Aircraft Fuel Servicing".
- E. Persons and or aviation businesses wishing to supply and dispense aviation fuel for their own private use must first obtain authorization from the Airport Manager, City Manager or Designee.
- F. Fueling of aircraft or fuel trucks is prohibited during thunderstorm activity.
- G. Fuel trucks are to remain off the grassy areas on the Airport when at all possible.
- H. Public sale of automobile gasoline for use in aircraft shall not be permitted on the Airport without approval by the Airport Manager, City Manager or Designee. Aircraft authorized by the FAA to use auto gas may be privately fueled by their owner only after compliance with established Federal, State and local regulations.
- I. Aviation or automobile fuels shall not be stored within any hangar, except that which is contained in aircraft fuel tanks or approved safety containers.
- J. Fuel flow fee reports will be submitted by each fuel vendor on the first day of each month. Each report will be accompanied by a copy of an invoice from the vendor.
- K. Branded aviation fuel distributors or other persons authorized to sell aviation fuel on the Lancaster Regional Airport will pay fuel flow fees as the fuel is delivered into storage on the airport. A report shall be submitted to the City stating the date, time, type of fuel, and

a total of gallons received into storage by the supplier of fuel to the Fixed Base Operator. Signed invoices showing receipt of the fuel by the FBO shall be supplied to the City. The supplier of aviation fuel shall pay the fuel fees to the City at the time of delivery.

- L. The rate of the fuel flow fee will be determined by the City Council from time to time.
- M. Mobile fuel storage facilities that are not regulated by Texas Commission on Environmental Quality (TCEQ) are prohibited on the Lancaster Regional Airport.

**GO-3. Ground Safety:**

- A. All fire lanes are to be kept clear.
- B. All taxiways and taxi lanes are to be kept clear.
- C. The use of bicycles, motor scooters, and motorcycles on the ramp is restricted to licensed drivers only.
- D. Playing on ramp, taxiways, or runway is prohibited.
- E. Double parking at hangars is prohibited.
- F. All vehicles are to park only in designated areas.
- G. All pets or animals must be caged, leashed or held by owner while on airport property.
- H. Operating any type of remote controlled aircraft or vehicle within the airport perimeter fence is prohibited unless authorized by the airport manager.

**GO-4. Starting Aircraft Engines:**

- A. If not equipped with adequate brakes, the engine shall not be started in an aircraft until and unless the wheels have been set with blocks attached to ropes or other suitable means for removing them.
- B. No engine shall be started or run unless a competent operator is at the controls of the aircraft; and no engine shall be started or run inside any building.
- C. No engine shall be started, run or warmed up until and unless the aircraft is in such position that the propeller/jet/rotor blast will clear all buildings and groups of people in the observation areas and path of the aircraft.
- D. No engine shall be started unless and until the operator shouts an audible "CLEAR" before beginning engine start.
- E. During starting procedures that require an external power source, the aircraft operator must comply with the aircraft's Airplane Flight Manual for external power source starts and the airport operations agent manning the external power source.

**GO-5. Restrictions While Running Aircraft Engines:**

- A. No airplane will be propped or left running without qualified personnel at the controls

**GO-6. Taxiing Aircraft:**

- A. No aircraft equipped with an anti-collision beacon shall begin to safely taxi before the beacon has been activated.
- B. Aircraft will be taxied at a safe and prudent speed. No faster than a jogging pace and in such manner as to be under the control of the pilot at all times.
- C. Aircraft not equipped with adequate brakes will not be taxied near buildings or parked aircraft unless an attendant is at a wing of the aircraft assisting the pilot.
- D. Aircraft shall not taxi onto the runway from the ramp or taxiway area whenever there is another aircraft approaching to land, or whenever another aircraft is on the ground in take-off position.
- E. Taxiing of aircraft by engine power into or out of hangars is prohibited.
- F. **Helicopter Taxiing**
  - a. Hover taxiing of light skid type helicopters that do not exceed 3,500 pounds max gross weight is permitted between hangars only when safety of aircraft, aircrews, personnel on the ground, and structures is not compromised. Helicopter pilots must give consideration to the effect of downwash and noise when operating between hangars.
  - b. Wheeled taxiing of light wheeled helicopters that do not exceed 3,500 pounds max gross weight is permitted between hangars only when safety of aircraft, aircrews, personnel on the ground, and structures is not compromised. Helicopter pilots must give consideration to the effect of downwash and noise when operating between hangars.

**GO-7. Parking Aircraft:**

- A. Aircraft shall not be parked on or within four hundred feet of any part of the landing or take-off area of the airport;
- B. All unhangared aircraft shall be parked in the areas designated by the Airport Manager, City Manager or Designee for that purpose.
- C. Aircraft shall not be parked in such a manner as to hinder the normal movement of other traffic unless specifically authorized by the Airport Manager, City Manager or Designee as an emergency measure.
- D. It is the responsibility of the pilot when leaving a parked aircraft unattended to ensure that the brakes are set or that the aircraft is properly chocked and/or tied down.
- E. Helicopter parking circles shall only be used by rotary wing aircraft.
- F. No aircraft shall park long term, over 30 days, on the south ramp.
- G. Any aircraft parked on any portion of the ramp over 30 days shall be on a lease with the airport authority and pay the appropriate fees.

**GO-8 Tie-Down of Aircraft:**

- A. All unhangared aircraft shall be tied down, and secured at night and during inclement weather.
- B. The aircraft owner or his/her agent is responsible for the secure tie-down and security of his/her aircraft at all times, and particularly during inclement weather.

**GO-10. Repairs to Aircraft:**

- A. No aircraft shall be repaired on any part of the landing or take-off area, and all repairs shall be made at the places designated by the Airport Manager, City Manager or Designee for such purpose.
- B. Only preventative maintenance, as defined by the FAA and in Appendix A, shall be conducted on the ramp or other outdoor areas unless specifically authorized by the Airport Manager, City Manager or Designee.
- C. No spray painting shall be conducted aboard the airport unless a negative air pressure filtered paint booth is used to collect paint overspray.

SECTION 3  
FLIGHT OPERATIONS

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### Section 3 – Flight Operations

- FO-1. **Pilot and Aircraft to be Licensed:** Only aircraft and airmen licensed by the Federal Aviation Administration shall operate on Lancaster Regional Airport; provided that this limitation shall not apply to students in training under supervision of licensed instructors nor to public aircraft of the federal government or of a state, territory or political subdivision thereof or to aircraft licensed by a foreign government with which the United States has a reciprocal agreement covering the operation of such licensed aircraft.
- FO-2. **Special Traffic Procedures:** The Airport Manager, City Manager or Designee may, in the interest of safety, designate special traffic procedures of certain operations, such as air shows, agricultural operations, flying club operations, etc.
- FO-3. **Agricultural Operations:** Agricultural spraying operations, if authorized, will be conducted in accordance with procedures approved by the Airport Manager, City Manager or Designee and only from the areas designed on the airport. Reckless flying, careless handling of chemicals and indifference toward policing the area or intimidation of other aircraft users will not be tolerated.
- FO-4. **Disabled Aircraft:** Every aircraft owner, his pilot and/or agent, under the direction of the Airport Manager, City Manager or Designee or other government authority (NTSB or FAA), shall be responsible for the timely removal of damaged or disabled aircraft from the flight operations area.
- FO-5. **Take-off, Landing, Flying Rules and Procedures:**
- A. Reporting of Traffic Intentions. All pilots are encouraged to use the CTAF to determine the runway favored by the wind and to announce their position and intentions for take-off and landing. Wind and runway information given by Lancaster Unicom is of an advisory nature only and the final decision as to which runway to use or whether or not to take-off or land is at the sole discretion of the pilot in command. Any deviation from the runway in use should be announced on the CTAF.  
  
Pilots should utilize the automatic weather observation system (AWOS) to determine wind and weather information.
  - B. Take-offs, Landing Over Certain Objects Prohibited or Restricted. No aircraft shall land or take off in such a manner as to clear any public street or highway at an altitude of less than one hundred (100) feet. No aircraft shall take off between or over hangars or other structures, or over automobile parking areas or groups of spectators.
  - C. Take-offs, Landings with Calm Winds. If the winds are calm, or at 90 degrees to the runway, all take-offs and landings will be conducted on Runway 13.
  - D. Take-Offs, Landings On Apron, Parking Ramp, Grass Areas Prohibited, Exception. No take-offs or landings shall be made by fixed wing aircraft on the apron, parking ramp, or grass areas except by special permission of the Airport Manager, City Manager or Designee.
  - E. Touch-and-Go Landings. Touch-and-go landings may be made at the discretion of the pilot.
  - F. Stop and Go Landings and Take-Offs. Stop and go operations are permitted as long as they do not present an excessive delay to other aircraft operating in the traffic pattern and the person making such landings advises his intentions over the Unicom frequency to

allow the other aircraft to space themselves accordingly. Not more than five stop and go operations will be conducted in succession.

- G. Traffic Pattern Elevation. Traffic pattern altitude is one thousand (1,000) feet above ground level (AGL).
  
- J. Traffic Flow.
  - (1) Runway 13. Any aircraft within three (3) nautical miles of the airport at an altitude of less than one thousand five hundred (1,500) feet above the ground should conform to the counter-clockwise (left hand) flow of traffic for Runway 13. All aircraft should establish their traffic pattern altitude before entering the traffic pattern and should not deviate from this altitude (except in an emergency) until descent for landing has begun.
  - (2) Runway 31. Any aircraft within three (3) nautical miles of the airport at an altitude of less than one thousand five hundred (1,500) feet above the ground should conform to the clockwise (right hand) flow of traffic for Runway 31. All aircraft should establish their traffic pattern altitude before entering the traffic pattern and should not deviate from this altitude (except in an emergency) until descent for landing has begun.
  - (3) Traffic pattern entry to Runway 13 shall be made an angle of forty-five (45) degrees to the active runway with the runway to the pilot's left. Entry shall be made at the midpoint of the downwind leg. The pattern shall be flown in such a manner that in the event of engine failure a safe landing can be made on airport property.
  - (4) Traffic pattern entry to Runway 31 shall be made an angle of forty-five (45) degrees to the active runway with the runway to the pilot's right. Entry shall be made at the midpoint of the downwind leg. The pattern shall be flown in such a manner that in the event of engine failure a safe landing can be made on airport property.
  - (5) Aircraft entering the traffic pattern shall exercise caution so as not to cause aircraft established in the pattern to deviate from their course.
  - (6) Aircraft (either fixed wing or helicopter) conducting actual Life Flight or other life threatening operations may deviate from these Traffic Flow regulations as they deem necessary provided they are maintaining the CTAF for the airport and broadcast their intentions.
  
- K. Straight-In Approaches. Straight-in approaches shall not be used unless radio contact on the CTAF has been established from at least five (5) nautical miles from the airport. Aircraft that are unable to conform to the standard pattern due to their high speed or other special characteristics may fly a circular pattern at an altitude of 1,500 AGL.
  
- L. The Overhead Approach Maneuver is authorized for pilots experienced in the execution of this type of landing pattern. A 1-3 nautical mile initial is recommended for either runway. Report all intentions on CTAF including but not limited to: Initial, in the break/entering downwind, abeam the numbers, and turning final.

**FO-6. Student Training and Familiarization:**

- A. Flight Instructors shall keep themselves informed of all Rules and Regulations in effect at the airport, and shall be sure their students are equally informed.

- B. The Airport Manager, City Manager or Designee may designate limited areas near the airport as practice areas for the training of students. These areas will be posted on the bulletin board and in flight school offices.
- C. Aircraft shall not be permitted to remain stationary on the runway for the purpose of instructing students. Such instruction will be given off of the active runway, and in a location where the aircraft does not present an obstruction to other aircraft operations.

**FO-7. Helicopter Operations:**

- A. Helicopters operating in the Lancaster area and upon the airport shall comply with applicable federal aviation regulations and with all communications procedures established herein.
- B. Helicopters shall at all times maintain clear separation from other traffic and operations. All flight and air taxi operations shall be conducted with vigilance and shall be conducted at a safe distance from all structures, obstructions, and persons, specifically taking into consideration the effect of downwash and noise.
- C. All take-offs and landings shall be made from that location designated by the Airport Manager. Air taxi or flight operations of any kind is strictly prohibited between hangars. Rotary wing aircraft using vertical flight or helicopters shall be ground towed or hover taxi into place for any self-serve aviation fuel station use.
- D. No departures or arrivals shall be made directly to or from the helicopter parking circles.
- E. Helicopters will not operate below a safe auto-rotation speed or altitude when over populated areas or buildings and will maintain a minimum altitude, whenever possible, of at least 500' AGL. Flight over residential areas should be at fixed-wing aircraft altitudes. Departures and arrivals should take into consideration the effects of any noise being created and shall be made to/from the northeast and southeast of the airport whenever possible.
- F. Takeoff maneuvers will be made parallel to the active runway. Traffic patterns shall be conducted close to the active runway at 500' AGL utilizing the same direction of traffic as fixed-wing aircraft. If the traffic pattern becomes congested with fixed wing aircraft, rotary wing aircraft may use the parallel taxiway for approaches and a pattern to the west of the runway. Radio position reports should be announced over the CTAF.

**FO-8. Glider Operations:**

- A. All aircraft conducting glider operations must use the paved runway for take-offs and landings.
- B. All vehicular traffic on the taxiways is prohibited except when towing assembled gliders to the take-off area or as provided in subsection (d) of this section.
- C. Gliders will space their take-offs with the powered aircraft, using the favored runway, in such a way as to safely and efficiently prevent unnecessary delays to the normal traffic flow.
- D. Vehicles used for the transportation of disassembled gliders (i.e. vehicles with glider trailers) will have an amber flashing light on the top of the vehicle or an approved orange and white-checkered flag attached to the vehicle and contain a mobile or portable radio transceiver tuned to the CTAF. These vehicles will drive to the assembly area and return

after glider operations cease only at the beginning and end of the glider operations, and will follow the routes and park only in the areas designated by the Airport Manager, City Manager or Designee. Transportation of persons during the hours of glider operations will be conducted by only one designated vehicle, properly equipped, following designated routes. All other vehicles will be parked in designated public parking areas.

- F. In the interest of safety, all gliders are requested to contain a mobile or portable radio transceiver tuned to the published, local CTAF, and for the tow pilot to announce over the CTAF prior to each launch that a glider aero towing is in progress from the favored runway.

FO-9. **Flying Clubs:** Flying clubs desiring to base their aircraft and operate on the airport must comply with the applicable provisions of the Minimum Standards and these rules and regulations, and must have written authorization from the City to operate from the airport. They shall be exempt from the regular Fixed Base Operator and/or Commercial Operator requirements upon satisfactory fulfillment of the conditions contained herein.

- A. The club shall be a nonprofit entity (corporation, association or partnership) organized for the express purpose of providing its members with aircraft for their personal use. The ownership of the aircraft must be vested in the name of the flying club (or owned proportionately by all of its members).
- B. Flying clubs may not offer or conduct charter, air taxi, or rentals of aircraft operations. They may not conduct aircraft flight instruction except for regular members, and only members of the flying club may act as pilot in command of the aircraft except when receiving dual instruction
- C. All flying clubs and their members are prohibited from leasing or selling any goods or services whatsoever to any person or firm other than a member of such club at the airport without express written permission from the City of Lancaster except that said flying club may sell or exchange its capital equipment.
- D. A flying club shall abide by and comply with all Federal, State and local laws, ordinances, regulations, and Rules and Regulations of the airport.
- E. Flying clubs shall furnish the Airport Manager, City Manager or Designee with:
  - (1) A copy of its charter and by-laws, articles of association, partnership agreement and other documentation supporting its existence;
  - (2) A roster, or list of members, including names of officers and directors, and investment share held by each member to be revised on a semi-annual basis;
  - (3) Evidence of insurance in the form of a Certificate of Insurance as set out in the Minimum Standards under Exempt Flying Clubs;
  - (4) Number and type of aircraft; including registration numbers of each;
  - (5) Evidence that ownership is vested in the club;
  - (6) Operating rules of the club.
- F. The club's books shall be subject to audit by the City of Lancaster and/or its auditors to ensure of the non-profitability of the club and to determine its compliance with other provisions of these Rules and Regulations.
- H. **Commercial Flying Clubs:** Commercial flying clubs are described as those entities engaged in the ownership or lease of aircraft and providing flying services for its members and others but which do not meet the rigid requirements established for not-for-

profit clubs. Commercial flying clubs shall have at least one tie-down or adequate hangar space leased from the airport owner or FBO for each owned or leased aircraft.

FO-10. **Parachute Operations:** All parachute operations are prohibited on the property of Lancaster Regional Airport, unless authorized by the Airport Manager.

FO-11. **Special Events:** The City reserves the right to temporarily suspend or modify these Rules & Regulations in order to facilitate use of the airport for special events such as air shows, aerial displays, fly-ins or similar activities. All special events held at the Airport must acquire a Special Events Permit from the City.

## SECTION 4 LEASING

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## Section 4 – Leasing

- L1. **Lease Provision and Restrictions:** The following provision/restrictions shall apply to all leased Airport property.
- A. City may allow the lease of Airport property for a period not to exceed thirty (30) years in any one lease contract.
  - B. Leases may be extended upon written agreement between the City and Lessee.
  - C. The City may allow for the long-term lease of property on the Airport with the provision that at the end of the lease period, title to all structures, buildings, or hangars erected on the leased property shall revert to the City.
  - D. Any private structure or hangar not in use for aviation purposes for a period in excess of three (3) months, or not available for rent or sublease for aviation purposes, unless so authorized by the City, must be removed after due notice is given in writing. If not removed, the City will consider such structures or hangars abandoned and possession and control will pass to the City.
  - E. Leased land from which any building, hangar, or structure is removed after due notice will be cleaned and returned to good condition by the owner of said building, hangar, or structure. Portable and temporary building will not be allowed on airport grounds, unless they are necessary for construction projects.
  - F. Leased property on the Airport may be subleased by the lessee, only with approval by the Airport Manager, City Manager or Designee, or the City Council if appropriate.
  - G. No structures may be erected beyond the building restriction line (BRL) or in conflict with the approved Airport Master Plan/Airport Layout Plan.
  - H. All construction must be authorized by the City Council and must be capable of withstanding winds of 80 mph, with doors open or closed.
  - I. All structures must comply with all City of Lancaster adopted building codes and Airport zoning and land-use ordinances.
  - J. All leased property and all buildings or structures erected on the leased property shall be utilized for aviation related activity only, unless otherwise specifically approved by the City.
  - K. Storage of non-aviation vehicles, equipment or other non-aviation items in a City owned or private hangar, or conducting non-aviation business in any structure is prohibited unless approved by the City. Under no circumstances, whether approved or not, will the City be liable for damage or destruction of any vehicles, equipment or other items.
  - L. All leaseholders must comply with applicable requirements of the Airports Minimum Standards.
- L2. **City Owned Hangars:**
- A. T-Hangars. T-hangars currently constructed and owned by the City may be rented to private individuals, companies or corporations on a monthly basis for the storage of aircraft and required aircraft support items. All tenants must sign a lease agreement and

provide proof of general liability insurance and/or sign a hold harmless agreement before occupying the hangar. T-Hangars will be rented at rates approved by the City Council as a part of the budget process, dependent upon age and location of the structure. Hangar rent will be paid by the first day of the month, the first month's rent paid in advance. Hangars will not be modified from their original state unless authorized by the City. Late fees may be charged.

- B. Commercial Hangars - Commercial hangars currently constructed and owned by the city may be rented or leased to companies or corporations for the purpose of conducting commercial aviation activities. Commercial hangars will be rented at the greater of rates approved by the City Council or the rental rate proposed by interested parties submitting proposals to lease the hangar.

Rentals will be paid by the first day of the month, the first month's rent paid in advance. Late fees may be charged. Hangars will not be modified from their original state unless authorized by the City.

- C. Any hangar housing derelict, non-airworthy, or no aircraft will be subject to loss of hangar lease if the problem is not corrected within 1 year. Project aircraft that show signs of substantial improvement on a consistent basis are an exception.

- L3. **Lease of Unimproved Airport Property:** The City may lease property within the building area or other portions of the airport for the private construction of improvements in conformance with the approved Airport Master Plan/Airport Layout Plan.

- L4. **Airport Layout Plan (ALP)** – Airport Manager, City Manager or Designee and the FAA have on file a copy of the most recent FAA-approved ALP for the airport. It provides for orderly development and maximization of return from the airport. All development and activities on and proposed leases of portion of the airport must be in conformity with that document.

- L5. **Construction, Signs, Equipment, Buildings, House Trailers:**

- A. All construction must be authorized by the City Council and comply with City building and construction codes and standards, and airport minimum standards.
- B. No structures may be erected beyond the BRL (building reference line) or in conflict with the approved Airport Layout Plan.
- C. No signs, equipment, buildings, portable buildings, trailers or house trailers may be erected, moved in or installed except as may be specifically authorized by the City Council.

- L6. **Commercial Leases** – All commercial operations or activities of any kind that are conducted on Lancaster Regional Airport are required to comply with the approved Minimum Standards for Commercial and Noncommercial Operators.

- L7. **Non-Commercial Leases** – Non-commercial leases are prohibited from being used to engage in commercial activity on Lancaster Regional Airport.

# APPENDIX A DEFINITIONS

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## APPENDIX A – DEFINITIONS

**Access taxiway:** A taxiway that provides access to a particular location or area.

**Active based aircraft:** Aircraft that have a current Airworthiness Certificate and are based at an airport.

**Actual runway length:** The length of full-width usable runway from end to end of full strength pavement where those runways are paved, and which meet FAA criteria.

**Advisory Circular (AC):** FAA publications consisting of all non-regulatory material of a policy, guidance, and technical nature and used as basic source for most airport design criteria.

**Air Taxi:** A helicopter movement conducted above the surface but normally not above 100ft AGL. The aircraft may proceed either via hover taxi or flight at speeds more than 20 KIAS.

**Aircraft:** A device that is used or intended to be used for flight in the air. (FAR Part 1)

**Aircraft mix:** The range of categories of aircraft which are to be accommodated at the airport. Mix is usually defined in percentages of categories such as multi engine, jet, turbo-prop, etc.

**Aircraft movement areas:** Areas on an airport suitable for aircraft operations and which meet FAA criteria.

**Aircraft operations:** A take-off or landing by an aircraft. There are two types of operations - local and itinerant.

- (1) Local operations are performed by aircraft which:
  - (a) Operate in the local traffic pattern of within sight of the airport.
  - (b) Are known to be departing for, or arriving from, flight in local practice areas within a 20-mile radius of the airport.
  - (c) Execute simulated instrument approaches or low passes at the airport.
- (2) Itinerant operations are all aircraft operations other than local operations.

**Aircraft parking on terminal apron:** The paved or surface-treated terminal aircraft parking apron shall be reserved for itinerant aircraft or for other aircraft while being fueled or while loading or unloading passengers, except that portion of the parking apron reserved for aircraft owners leasing space from the City for month to month parking.

**Aircraft parking/tie-down:** A specialized location on the airport that has at least 3-point tie-downs with ropes or chains adequate to hold aircraft immobile in gale-force winds.

**Aircraft tie down:** Positions on the ground surface that are available for securing aircraft.

**Airport capacity:** The rate of aircraft movements on the runway/taxiway system which results in a given level of delay, usually four minutes to departing aircraft.

**Air navigation facility (NAVAID):** Any facility used as, available for use as, or designed for use as an aid to air navigation, including lights, radio or other electronic communication, and any other device for guiding and controlling flight in the air or the landing or takeoff of aircraft.

**Airport:** The airport identified on the title plate hereof.

**Airport Advisory Board (AAB):** A seven member body of appointed citizens that study and make recommendations to the City Council regarding operations and facility improvements of the Regional airport.

**Airport beacon:** A visual navigation aid displaying alternating white and green flashes to indicate a lighted land based airport.

**Airport elevation:** The highest point of an airport's usable runways measured in feet from mean sea level.

**Airport identifier - LNC:** A coded identity assigned to the Lancaster, Texas airport by the Federal Aviation Administration.

**Airport imaginary surfaces:** Imaginary surfaces established at an airport for obstruction determination purposes and consisting of primary, approach-departure, horizontal, vertical, conical, and transitional surfaces. Building restriction lines are based upon these surfaces.

**Airport Layout Plan (ALP):** An FAA/TxDOT approved set of drawings showing airport boundaries, physical features and proposed additions to all areas owned or controlled by the sponsor for airport purposes, the location and nature of existing and proposed airport facilities and structures, and the location on the airport of the existing and proposed non-aviation areas and improvements thereon. The drawings also show local airspace, approach areas and obstructions in the approach areas.

**Airport Manager, City Manager or Designee:** Person duly authorized by the City of Lancaster to perform duties required to manage the airport. To act on behalf of the City to the extent required for safe and efficient airport operations.

**Airport Master Plan:** An official document that presents the City concepts for the ultimate development of an airport. It presents the research and logic from which the plan was evolved and displays the plan in a graphic and written form.

**Airport Reference Code (ARC):** The Federal Aviation Administration classifies airports by use of the AIRPORT REFERENCE CODE (ARC), which is a coding system used to relate airport design criteria to the operational and physical characteristics of the airplanes intended to operate at the airport. This code is divided into two components. The first is depicted by a letter the airport approach category (operational characteristic) and relates to aircraft approach speed. The second component depicted by a roman numeral is the airplane design group and related to airplane wingspan (physical characteristic).

**Airport sponsor:** The City of Lancaster is the airport sponsor and is authorized to own and operate the airport, to obtain property interests, to obtain funds, and to be legally, financially, and otherwise able to meet all applicable requirements of current laws and regulations.

**Airspace:** Space in the air above the surface of the Earth or a particular portion of such space, usually defined by the boundaries of an area on the surface projected upward.

**Airside facilities:** The airfield on which aircraft operations are carried out, including runways and taxiways.

**Altitude Above Ground Level (AGL):** the height of an aircraft about the earth's surface.

**Approach path:** A specific flight course laid out in the vicinity of an airport and designed to bring aircraft in to safe landings; usually delineated by suitable navigational aids.

**Approach surface:** An imaginary surface longitudinally centered on the extended centerline of the runway, beginning at the end of the primary surface and rising outward and upward to a specified height above the established airport elevation.

**Apron:** A defined pavement area, intended to accommodate aircraft for purposes of loading or unloading passengers or cargo, refueling, parking, or maintenance.

**Avigation easement:** A grant of a property interest inland over which a right of unobstructed flight in the airspace is established, or used for related purposes such as noise mitigation.

**Base leg:** A segment of the airport traffic pattern that connects the downward leg and the final approach leg.

**Based aircraft:** The total number of active general aviation aircraft which use or may be expected to use an airport as a "home base".

**Building area:** An area on an airport to be used, considered, or intended to be used, for airport buildings or other airport facilities or rights-of-way, together with all airport buildings and facilities located thereon.

**Building Restriction Line (BRL):** A line shown on the airport layout plan beyond which airport buildings must not be positioned in order to limit their proximity to aircraft movement areas.

**Common Traffic Advisory Frequency (CTAF):** Is used by all aircraft to facilitate cooperation in their use of the airport. These conversations are generally related to the actual takeoff and/or landing of aircraft, but special activities close to the airport will often be accompanied by announcements on this frequency. See also UNICOM.

**City:** The City of Lancaster, Texas.

**Commercial operator:** A person who provides for compensation, goods or services to the public on or from the airport, such as car rental agency, restaurant, etc.

**Displaced threshold:** A threshold that is located at a point on the runway other than the beginning.

**Downwind leg:** A flight path in the traffic pattern parallel to the landing runway in the direction opposite to landing. It extends to the intersection of the base leg. (See traffic pattern)

**Effective runway length:** (a) Effective runway length for takeoff means the distance from the end of the runway at which the takeoff is started to the point at which the obstruction clearance plane associated with the other end of the runway intersects the runway center-line. (FAR Part 121.171b) (b) Effective runway length for landing means the distance from the point at which the obstruction clearance plane associated with the approach end of the runway intersects the centerline of the runway to the far end thereof. (FAR Part 121-171.b)

**Entrance taxiway:** A taxiway that provides entrance for aircraft to the takeoff end of the runway.

**Exit taxiway:** A taxiway used as an exit from a runway to another runway, apron or other aircraft operating area.

**FAR Part 77:** Defines obstructions to air navigation and requires notice to FAA of certain types of

construction on and near airports.

**FAR Part 150, Airport Noise and Land Use Compatibility Planning:** Designed to assist airport operators in determining the extent and nature of the noise problem at a given airport.

**Federal Aviation Administration (FAA):** Created by the act that established the Department of Transportation. Responsible for all civil aviation administration and regulation in the United States.

**Federal Aviation Regulations (FAR):** As codified in Title 14, Code of Federal Regulations.

**Final approach area(s):** Areas of defined dimensions protected for aircraft executing instrument approaches.

**Final Approach (IFR):** The flight path of an aircraft which is inbound to the airport on an approved final instrument approach course, beginning at the final approach fix or point and extending to the airport or the point where circling for landing or missed approach is executed.

**Final Approach (VFR):** A flight path, in the traffic pattern, of a landing aircraft in the direction of landing along the extended runway centerline from the base leg to the runway. (See traffic pattern).

**Fixed Base Operator (FBO):** A business enterprise located on the airport that provides goods and services to airport users, such as, fuel, lubricants, maintenance, or other accommodations to the general public.

**Fuel flowage fees:** Fees levied by the airport operator per gallon of aviation gasoline and jet fuel sold at the airport.

**General aviation:** That portion of civil aviation which encompasses all facets of aviation except air carriers holding a certificate of convenience and necessity from the Civil Aeronautics Board, and large aircraft commercial operators.

**General aviation airports:** Those airports with fewer than 2,500 annual enplaned passengers and those used exclusively by private and business aircraft not providing air-carrier passenger service.

**General aviation itinerant operations:** Takeoffs and landings of civil aircraft (exclusive of air carrier) operating on other than local flights.

**General Fixed-Base Operator (GFBO):** A person authorized under these standards to operate on the airport as a general fixed base operator (GFBO). See Section G on Commercial Operators/Rights.

**Ground Lease:** The right to use and occupy an area of the airport described in a ground lease agreement between the City of Lancaster and the lease holder.

**Hangar Operator:** The owner of a building or hangar space for lease or sale for the purpose of any general aviation related activity.

**Heliport:** An area of land, water, or structure used or intended to be used for the landing and takeoff of helicopters. (FAR Part 1)

**Holding areas:** Run-up areas located at or very near the ends of runways for pilots to make final checks and await final clearance for takeoff.

**Horizontal surface:** A specified portion of a horizontal plane located 150 feet above the established

airport elevation which establishes the height above which an object is determined to be an obstruction to air navigation.

**Hover Taxi:** A helicopter movement conducted above the surface and in ground effect at airspeeds less than 20 KIAS. The actual height may vary, and some helicopters may require hover taxi above 25ft AGL to reduce ground effect turbulence.

**IFR airport:** An airport with an authorized instrument approach procedure.

**IFR conditions:** Weather conditions below the minimum for flight under visual flight rules.

**Instrument approach:** An approach to an airport, with intent to land, by an aircraft flying in accordance with an IFR flight plan, when the visibility is less than 3 miles and/or when the ceiling is at or below the minimum initial altitude.

**Instrument approach runway:** A runway served by an electronic aid providing at least directional guidance adequate for a straight-in approach.

**Instrument Flight Rules (IFR):** FAR rules that govern the procedures for conducting instrument flight. (FAR Part 91)

**Instrument Landing System (ILS):** A system which provides in the aircraft, the horizontal and vertical guidance necessary for a landing.

**Instrument Meteorological Conditions (IMC):** Meteorological conditions expressed in terms of visibility, distance from cloud, and ceiling less than the minima specified for visual meteorological conditions.

**Instrument runway:** A runway equipped with electronic and visual navigation aids and for which a straight-in (precision or non-precision) approach procedure has been approved or is planned.

**Itinerant operations:** All aircraft arrivals and departures other than local operations.

**Landing area:** Any locality, either on land or water, including airports, heliports and STOL ports, which is used or intended to be used for the landing and takeoff or surface maneuvering of aircraft, whether or not facilities are provided for the shelter, servicing, or repair of aircraft, or for receiving or discharging of passengers or cargo.

**Landing roll:** The distance from the point of touchdown to the point where the aircraft can be brought to a stop, or exit the runway.

**Landside operations:** Those parts of the airport designed to serve passengers including the terminal buildings, vehicular circular drive, and parking facilities.

**Land use plan:** Shows on-airport land uses as developed by the airport sponsor under the master plan effort and off-airport land uses as developed by surrounding communities.

**Large aircraft:** Aircraft of more than 12,500 pounds maximum certificated takeoff weight. (FAR Part 1)

**Lighted airport:** An airport where runway and associated obstruction lighting is available from sunset to sunrise or during periods of reduced visibility or on request of the pilot.

**Line service:** The dispensing of aviation fuel, checking aircraft engine oil, adding aircraft engine oil, windshield cleaning, etc.

**Local operations:** As pertaining to air traffic operations, aircraft operating in the local traffic pattern or within sight of the tower; aircraft known to be departing for, or arriving from, flight in local practice areas located within a 20-mile radius of the control tower; aircraft executing simulated instrument approaches or low passes at the airport.

**Local traffic:** Aircraft operating in the local traffic pattern or within sight of the tower, or aircraft known to be departing for or arriving from flight in local practice areas, or aircraft executing simulated instrument approaches at the airport.

**Marking:** On airports, a pattern of contrasting colors placed on the pavement, turf, or other usable surface by paint or other means to provide specific information to aircraft pilots and sometimes to operators of ground vehicles, on the movement areas.

**National Plan of Integrated Airport Systems (NPIAS):** The Airport and Airway Improvement Act of 1982. The legislation called for identification of national airport system needs including development costs in the short and long run.

**Night:** The time between the end of evening civil twilight and the beginning of morning civil twilight, as published in the American Air Almanac, converted to local time.

**Noncommercial operators:** A person who does not offer or provide goods or services to the public for compensation. See Section H herein on noncommercial operators.

**Nonprecision Instrument Runway:** A runway having an existing instrument approach procedure utilizing air navigation facilities with only horizontal guidance for which a straight-in or circling nonprecision instrument approach procedure has been approved.

**Obstruction light:** A light, or group of lights, usually red, mounted on a surface structure or natural terrain to warn pilots of the presence of a flight hazard; either an incandescent lamp with a red globe or a strobe light.

**Obstruction marking/lighting:** Distinctive marking and lighting to provide a uniform means for indicating the presence of obstructions.

**Overhead Approach Maneuver:** This maneuver utilizes a race track style landing pattern where the aircraft approaches the airport on the upwind at pattern altitude, performs a break turn to enter the downwind and executes a 180 degree descending turn to final from abeam the touch down point. See AIM "5-4-26. Overhead Approach Maneuver" for more information.

**Owner:** The owner identified on the title page of these standards.

**Parking apron:** An apron intended to accommodate parked aircraft.

**Person:** Unless context clearly indicates otherwise, the "person" as used herein shall mean any natural person, estate, club, organization, firm, association (whether incorporated or not), partnership, corporation, or legal entity of any kind.

**Precision Approach Path Indicator (PAPI):** A visual approach aid, using a combination of red and white lights, for pilots on final approach to a runway. The PAPI allows the pilot to determine if the aircraft above, below or on the glide slope. There are also other visual approach aids such as VASI (Visual Approach Slope Indicator) that provided similar information.

**Preventive maintenance:** A simple or minor preservation operation or the replacement of small standard parts not involving complex assembly operations. Specific accepted preventive maintenance tasks are listed in Advisory Circular 43-12.

**Public airport:** An airport for public use, publicly owned and under control of a public agency.

**Public-use airport:** Airports, public or private, open to the public without prior permission and without restrictions within the physical capacities of available facilities.

**Reliever airports:** A class of general aviation airports which have the function of relieving congestion at primary commercial airports and providing more access for general aviation to the overall community.

**Relocated threshold:** An area preceding the runway arrows unusable for takeoff or landing.

**Restricted area:** Airport property designated for the safe operation of aircraft or other uses requiring limited public access.

**Runway:** A defined rectangular area on a land airport prepared for the landing and takeoff run of aircraft along its length.

**Runway bearing:** The magnetic or true bearing of the runway centerline as measured from magnetic or true North.

**Runway capacity:** The number of aircraft operations which can be accommodated by a runway without undue delay to aircraft. Undue delays occur when delays to departures average four minutes during the peak two-hour period of the day.

**Runway direction number:** A whole number to the nearest one tenth of the magnetic bearing of the runway and measured in degrees clockwise from magnetic north.

**Runway End Identification Lights (REIL):** An airport lighting facility in the terminal area navigation system consisting of one flashing white high intensity light installed at each approach end corner of a runway and directed toward the approach zone, which enables the pilot to identify the threshold of a usable runway.

**Runway length-landing:** The measured length from the threshold to the end of the runway, not including the runway safety area length.

**Runway length-takeoff:** The measured length from where the takeoff is designated to begin to the end of the runway.

**Runway lights:** Lights having a prescribed angle of emission used to define the lateral limits of a runway. Runway light intensity may be controllable or preset, and are uniformly spaced at intervals of approximately 200 feet.

**Runway markings:** (1) Basic marking-markings on runways used for operations under visual flight rules, consisting of centerline marking and runway direction numbers, and if required, letters. (2) Instrument marking-markings on runways served by non-visual navigation aids and intended for landings under instrument weather conditions, consisting of basic marking plus threshold marking. (3) All-weather marking-markings on runways served by non-visual precision approach aids and on runways having special operational requirements, consisting of instrument markings plus landing zone marking and side strips.

**Runway orientation:** The magnetic bearing of the centerline of the runway.

**Runway protection zone:** An area at ground level whose perimeter conforms to the runway's innermost approach surface projected vertically. It begins at the end of the primary surface and it terminates directly below the point or points where the approach surface reaches a height of 50 feet above the elevation of the runway end.

**Runway safety area:** Cleared, drained, graded, and usually turfed areas abutting the edges of the usable runway and symmetrically located about the runway. It extends 1000'x500' beyond each runway end for Runway 18-36, and 300'x150' beyond the ends of Runway 11-29. The width varies according to the type of runway.

**Runway strength:** The structural capability of a runway to support aircraft of a designated gross weight for each of single-wheel, dual-wheel, and dual-tandem-wheel landing gear types.

**Runway threshold marking:** Markings so placed as to indicate the longitudinal limits of that portion of the runway usable for landing.

**Scheduled service:** Airport transport service operated over routes based on published flight schedules, including extra sections and related non-revenue flights.

**Secondary runway:** A runway which provides additional wind coverage or capacity to expedite traffic handling.

**Segmented circle:** A basic marking device used to aid pilots in locating airports, and which provides a central location for such indicators and signal devices as may be required.

**Shoulder:** As pertaining to airports, an area adjacent to the edge of a paved surface so prepared to provide a transition between the pavement and the adjacent surface for aircraft running off the pavement, for drainage and sometimes for blast protection.

**Single runway:** An airport having one runway.

**Small aircraft:** Aircraft of 12,500 pounds or less maximum certificated takeoff weight. (FAR Part 1)

**Specialty Fixed-Base Operator (SFBO):** A person authorized to operate on the airport as a Specialty Fixed-Base Operator. See Section G on Commercial Operators/Rights.

**Straight-in approach – IFR:** An instrument approach wherein final approach is begun without first having executed a procedure turn, not necessarily completed with a straight-in landing or made to straight-in landing minimums.

**Straight-in approach – VFR:** Entry into the traffic pattern by interception of the extended runway centerline (final approach course) without executing any other portion of the traffic pattern. (See Traffic Pattern).

**Taxi lane:** A defined path in the aircraft parking area intended to provide taxiing aircraft access between the taxiways and the aircraft parking positions.

**Taxiway:** A defined path, usually paved, over which aircraft can taxi from one part of an airport to another.

**Taxiway safety area:** A cleared, drained, and graded area, symmetrically located about the extended

taxiway centerline and adjacent to the end of the taxiway safety area.

**Texas Council on Environmental Quality (TCEQ):** The Texas state agency responsible for implementation and enforcement of state and federal environmental rules and regulations.

**Terminal apron:** An area provided for parking and positioning of aircraft in the vicinity of the terminal building for loading and unloading.

**Terminal area:** The area used or intended to be used for such facilities as terminal, hangars, shops, and other service buildings; automobile parking, fixed base operations, and garages and vehicle service facilities used in connection with the airport; and entrance and service roads used by the public within the boundaries of the airport.

**Texas Department of Transportation (TxDOT):** Acts as an agent of the state and of each political subdivision of Texas for the purposes of applying for, receiving, and disbursing federal funds. TxDOT administers The Aviation Facilities Development and Financial Assistance Program through its Aviation Division.

**Terminal building:** A building or buildings designed to accommodate the enplaning and deplaning activities of flight crews and passengers.

**T-hangar:** An aircraft hangar in which aircraft are parked alternately tail to tail, each in the T-shaped space left by the other row of aircraft or aircraft compartments.

**Threshold:** The designated beginning of the runway that is available and suitable for the landing of airplanes.

**Total operations:** All arrivals and departures performed by military, general aviation, and air carrier aircraft.

**Traffic pattern:** The traffic flow that is prescribed for aircraft landing at, taxiing on, or taking off from an airport. The components of a typical traffic pattern are upwind leg, crosswind leg, downwind leg, base leg, and final approach.

- a) Upwind Leg – A flight path parallel to the landing runway in the direction of landing.
- b) Crosswind Leg – A flight path at right angles to the landing runway off its upwind end.
- c) Downwind Leg – A flight path parallel to the landing runway in the direction opposite to landing. The downwind leg normally extends between the crosswind leg and the base leg.
- d) Base Leg – A flight path at right angles to the landing runway off its approach end. The base leg normally extends from the downwind leg to the intersection of the extended runway centerline.
- e) Final Approach – A flight path in the direction of landing along the extended runway centerline. The final approach normally extends from the base leg to the runway. An aircraft making a straight-in approach VFR is also considered to be on final approach.

**Transitional surface:** A surface which extends outward and upward from the sides of the primary and approach surfaces normal to the runway centerline which identifies the height limitations on an object before it becomes an obstruction to air navigation.

**UNICOM:** Frequencies authorized for aeronautical advisory services to private aircraft. Only one such

station is authorized at any landing area. Services available are advisory in nature, primarily concerning the airport services and airport utilization.

**VFR airport:** An airport without an authorized or planned instrument approach procedure; also, a former airport design category indicating an airport serving small aircraft only and not designed to satisfy the requirements of instrument landing operations.

**Visual approach:** An approach wherein an aircraft on an IFR flight plan, operating in VFR conditions under the control of a radar facility and having an air traffic control authorization, may deviate from the prescribed instrument approach procedure and proceed to the airport of destination, served by an operational control tower, by visual reference to the surface.

**Visual Approach Slope Indicator (VASI):** An airport lighting facility in the terminal area navigation system used primarily under VFR conditions. It provides vertical visual guidance to aircraft during approach and landing by radiating a directional pattern of high intensity red and white focused light beams which indicate to the pilot that he is "on path" if he sees red/white, "above path" if white/white, and "below path" if red/red.

**Visual Flight Rules (VFR):** Rules that govern the procedures for conducting flight under visual conditions. (FAR Part 91)

**Visual runway:** A runway intended solely for the operation of aircraft using visual approach procedures, with no straight-in instrument approach procedure and no instrument designation indicated on an FAA-approved airport layout plan, a military service approved military airport layout plan, or by a planning document submitted to the FAA by competent authority. (FAR Part 77)

**Wake vortex:** A phenomenon resulting from the passage of an aircraft through the atmosphere. It is an aerodynamic disturbance that originates at the wingtips and trails in corkscrew fashion behind the aircraft. When used by ATC it includes vortices, thrust stream turbulence, jet wash, propeller wash, and rotor wash.

**Wheeled Taxi:** A wheeled helicopter ground taxiing via it's landing gear.

**Wind cone:** A free-rotating fabric truncated cone which when subjected to air movement indicates wind direction and wind force.

**Wind rose:** A diagram for a given location showing relative frequency and velocity of wind from all compass directions.



**MINUTES OF MEETING  
AIRPORT ADVISORY BOARD  
Tuesday, August 11, 2015  
6:30 P.M.**



**BOARD MEMBERS PRESENT:**

Keith Hutchinson, Chairman X  
 Andy Mungenast, Vice Chairman X  
 Dr. Charles Waldrop, Jr. X  
 John Stewart X  
 Dean Byers  
 Tim Fagan X

**ALTERNATE PRESENT:**

James Knight X

**CC LIAISON PRESENT:**

Councilmember Jaglowski

**STAFF PRESENT:**

Mark Divita, Airport Manager X  
 Kellen Benbrook, Operations Supervisor

**CALL TO ORDER:** The meeting was called to order by Chairman Keith Hutchinson at 6:30 p.m. with a quorum present.

**Item #1: Approval of Minutes from June 9, 2015 Meeting**

Mr. Mungenast motioned for approval. This was seconded by Mr. Knight. The vote carried unanimously.

**Item #2: Airport Manager Staff Report**

Divita provided a brief on the airport's FY to date financial status. He noted fuel sales in June spiked while July ended more modestly. He noted that jet fuel sales are helping carry monthly sales but are still only about 30% of the total.

Divita briefed the airport's profit and loss statement pointing out that fuel sales are slightly less by 6.3% compared to this year than last year. Divita noted that overall the airport's net income was down by \$3,500 partly due to the lower fuel sales from the winter and April. Café sales percentage is still strong at 73% as compared to last year. Divita also noted that this year's RAMP grant reimbursement hasn't been filed for or received yet so the net income will change significantly for the better after these funds are received.

Divita briefed on current Aviation Capital Improvement Projects at the airport. He stated the apron project is finished except for the final fence work which will be done after the self-serve facility is finished. The 12,000 gallon self-serve fuel farm will pour concrete on 12 August. Then the tank will be set in place about a week after that once the concrete is determined to be strong enough. The terminal building design is in phase 3. Phase 3 drawings should be available for final review in late August.

**Item #3: Discuss and consider providing an approval recommendation to the City Council for the 2015 Lancaster Regional Airport Rules and Regulations.**

Divita briefed on the 6 updated items in the rules and regulations explaining each item to the board. He explained the reasoning behind each update and how it added safety of

security to the Airport. Mr. Mungenast motioned for approval. This was seconded by Dr. Waldrop. The vote carried unanimously.

**Item #4: Discuss and consider convening next month’s meeting of the Airport Advisory Board.**

A motion was made by Dr. Waldrop and seconded by Mr. Fagan to cancel the September meeting. The vote carried unanimously.

**Item #4: Set Agenda for Next Meeting**

- Approval of Minutes
- Airport Manager briefing
- Discuss and consider election of officers to the Airport Advisory Board
- Discuss and consider convening next month’s meeting
- Set agenda for next meeting

**ADJOURNMENT:** Mr. Stewart moved to adjourn. After a second by Mr. Mungenast, the motion was approved unanimously and the meeting adjourned at 7:04 p.m.

ATTEST:

APPROVED:

\_\_\_\_\_  
Mark Divita  
Airport Manager

\_\_\_\_\_  
Keith Hutchinson  
Chairman

## Agenda Communication

August 24, 2015

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**Consider a resolution authorizing the renewal of contracts with Blue Cross Blue Shield for employee medical administration with a Health Savings Account (H S A) option; and authorizing renewal with United Concordia for dental administration, Dearborn National for basic and voluntary life, accidental death and dismemberment, and long term disability; Discovery for flexible spending and the Section 125 Plan; Conexis for COBRA administration; and Alliance Work Partners for Employee Assistance Program administration.**

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**This request supports the City Council 2015-2016 Policy Agenda.**

**Goal: Financially Sound City Government  
Professional & Committed Workforce**

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### **Background**

On Monday, August 17, 2015 Council received a presentation from IPS Advisors, Inc. for the 2015/2016 health insurance renewal. Prior to the 2014/2015 plan year renewal, the City of Lancaster experienced substantial improvements to loss ratios which dipped close to 60%. These results assisted the City in receiving a quote from Blue Cross Blue Shield (BCBS) at a -12.7% or \$256k savings to premium costs. The City elected to terminate its contract with Aetna and move to BCBS for the 2014/2015 plan year

Over the past 12 months, the City has experienced an increase in its loss ratio to 86.3% which is above projected insurance carrier target loss ratios of 83%. These results contributed to an initial first year renewal increase of 22.3% from BCBS. IPS Advisors, our insurance consultant, was able to re-negotiate the increase to 15.6% and is recommending accepting the renewal due to competitiveness of the offer vs actuarial projections and to preserve the City's long term carrier history.

The City currently offers a High Deductible Health Plan (HDHP) and Health Savings Account (HSA) plan option to assist in controlling future health care costs. The City also continued premium incentives for employees who received an annual physical and who didn't use tobacco.

### **Health Insurance**

The best and final renewal offer from BCBS represents a +15.6% or +\$293,294 increase to the City.

Recommendations for the health plan for 2015/2016 plan year include:

- It is recommended to alter the current employer premium subsidy strategy for the 2015/2016 plan year. The City currently subsidizes 100% of the employee only cost for the HDHP and 46.9% for dependents across all plans. It is proposed to increase dependent subsidies to 50.0%. Employees would see rates increase by +3.0% from current across all plans and tiers (except \$0 employee only HDHP). It is recommended to alter the current employer funding of \$1,500 for employee and \$3,000 for dependents to \$1,210 for employee and \$2,420 for dependents for the 2015/2016 plan year.
- It is recommended for the City to renew with Methodist Health Systems for the City's wellness program. This program includes Health Risk Assessments, Fitness and Nutrition Tools, Wellness Workshops, Incentive Management and Employer and Employee Risk Factor reporting.
- For the 2015/2016 plan year, it is recommended to increase the physician surcharge from \$25 to \$50 a month to employees who do not have an annual physical by December 31, 2015. Wellness visits are covered 100% and there is no cost to the employee.
- It is recommended to increase the tobacco user surcharge from \$25 to \$50 a month for employees who elect to use tobacco products. Human Resources assists employees on tobacco cessation options on a voluntary basis. Tobacco cessation is provided at no cost to the employee through the employee assistance program (EAP).
- It is also recommended to continue Compass Professional Health Services for those who are enrolled in the High Deductible Health Plan. This service provides employees pricing and quality information for hospitals, physician, pharmacy and dental services.

### **Dental Insurance**

The City is currently contracted with United Concordia to provide Dental insurance. The City has completed the first year of a two year rate guarantee with United Concordia and renewal is recommended for the 2015/2016 plan year. It is recommended to continue the current funding strategy of 100% contribution for employee and 50% contribution for dependents.

### **Flexible Spending Account (FSA)**

A Flexible Spending Account (FSA) allows an employee to set aside a portion of his or her earnings to pay for qualified expenses as established in the cafeteria plan, most commonly for medical expenses, but often for dependent care or other expenses. Money deducted from an employee's pay into an FSA is not subject to payroll taxes, resulting in a substantial payroll tax savings. The City completed its first year of a three year rate guarantee with Discovery Benefits. Renewal with Discovery Benefits for management of the FSA is recommended for the 2015 /2016 plan year.

### **Ancillary Insurance**

The City is currently contracted with Dearborn National to provide Basic Life, Optional Life and Long Term Disability insurance to employees. The City completed its first year of a two year rate guarantee with Dearborn National. Renewal with Dearborn National for Basic Life, Optional Life and Long Term Disability insurance is recommended for the 2015/2016 plan year.

### **Employee Assistance Program**

Employee Assistance Programs (EAPs) are employee benefit programs offered by many employers, typically in conjunction with a health insurance plan. EAPs are intended to help employees deal with problems that might adversely impact their work performance, health, and well-being. The City completed its first year of a three year rate guarantee with Alliance Work Partners. Renewal with Alliance Work Partners is recommended for the 2015/2016 plan year.

### **Insurance Committee**

The insurance committee met with IPS Advisors July 17<sup>th</sup> and discussed the recommendations provided by IPS and staff. The committee was receptive to implementing the increased wellness incentive for an annual physical and tobacco use to \$50 per month as recommended by IPS Advisors.

### **Considerations**

- **Operational** – The High Deductible Health Plan and Health Savings Account will continue to require additional communication and administration efforts for employee education.
- **Legal** – Current contracts will be amended to comply with provisions of the Patient Protection and Affordability Care Act of 2010. These contracts must be reviewed by IPS Advisors, the City Attorney and Human Resources. If authorized by the City Council, the City Manager will execute appropriate contracts following legal review.
- **Financial** – The **employer cost** after implementing the recommended changes equates to +\$242,529.

### **Options/Alternatives**

1. Remain with current vendors for all renewing policies and plans, no plan design changes, no changes to the employer premium subsidy percentages, no changes to employer HSA funding. The total health care cost increase of option 1 to the City of Lancaster is approximately \$293,295 and the City would fund approximately 81.6% of total healthcare costs. Employees would see rates increase by +14.4% from current across all plans and tiers (except \$0 employee only HDHP).
2. Renew with current vendors for all renewing policies and plans, no plan design changes; adjust medical employer premium subsidy percentages for dependents to 50.0% from 46.9%; HSA account contributions from \$1,500 for employee and \$3,000 for dependents to \$1,210 for employee and \$2,420 for dependents. The total health care cost increase

option 2 to the City of Lancaster is approximately \$253,854 and the City would fund approximately 83.4% of total healthcare costs. Employees would see rates increase by +3.0% from current across all plans and tiers (except \$0 employee only HDHP).

**Recommendations**

Staff recommends implementation of Option 2 for the 2015/2016 plan year.

**Attachments**

Resolution

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**Submitted by:**

Dori Lee, Director of Human Resources

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, AUTHORIZING THE CITY OF LANCASTER TO ENTER INTO AGREEMENTS AND/OR CONTRACTS WITH BLUE CROSS BLUE SHIELD FOR MEDICAL ADMINISTRATION WITH A HEALTH SAVINGS ACCOUNT (HSA) OPTION AND AUTHORIZING UNITED CONDORDIA FOR DENTAL ADMINISTRATION; DEARBORN NATIONAL FOR BASIC AND VOLUNTARY LIFE, BASIC AND VOLUNTARY ACCIDENTAL DEATH & DISMEMBERMENT, BASIC AND VOLUNTARY LONG TERM DISABILITY; DISCOVERY FOR FLEXIBLE SPENDING AND THE SECTION 125 PLAN; CONEXIS FOR COBRA ADMINISTRATION; AND ALLIANCE WORK PARTNERS FOR EMPLOYEE ASSISTANCE PROGRAM ADMINISTRATION; AUTHORIZING EXECUTION OF ANY NECESSARY CONTRACTS AND DOCUMENTS PURSUANT TO THIS RESOLUTION BY THE CITY MANAGER; REPEALING ALL RESOLUTIONS IN CONFLICTS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lancaster provides medical insurance and other benefits to employees; and

**WHEREAS**, a proposal was sent out to determine the best plan and cost to provide such benefits, and

**WHEREAS**, the City of Lancaster desires to contract with companies to provide such benefits to employees.

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

**SECTION 1.** The City Council authorizes the renewal of Bid No. 2014-164 to Blue Cross Blue Shield for medical administration with a Health Savings Account (HSA) option; authorizes renewal of United Concordia for dental, Dearborn National for disability and life insurance, Discovery for flexible spending, Conexis for Cobra administration, and Alliance for employee assistance, in accordance with fiscal year 2015-2016 plans; and authorizes the City Manager to execute any necessary contracts and documents in conformance with this resolution, after approval as to form by the City Attorney.

**SECTION 2.** Any prior Resolution of the City Council in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

**SECTION 3.** 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 4.** This resolution shall take effect immediately from and after its passage, and it is duly resolved.

**DULY PASSED** and approved by the City Council of the City of Lancaster, Texas, on this the 24th day of August 2015.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Sorangel O. Arenas, City Secretary

\_\_\_\_\_  
Marcus E. Knight, Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Robert E. Hager, City Attorney

## Agenda Communication

August 24, 2015

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**Consider and discuss an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Beltline Ashmoore Public Improvement District.**

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**This request supports the City Council 2015-2016 Policy Agenda.**

**Goal: Healthy, Safe, and Vibrant Community**

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### **Background**

On Monday, August 10, 2015, Council conducted a public hearing on the proposed service plan for Beltline Ashmoore Public Improvement District.

Beltline Ashmoore is an established subdivision consisting of approximately 19.42 acres generally located on the north side of Beltline Road between Houston School Road and Blue Grove. The subdivision has an approved Public Improvement District (PID) to provide for the maintenance of its common areas and entry features.

Annually the PID board in accordance with the provisions of Chapter 372 of the Texas Local Government Code (the "Act") is required to present an updated five (5) year service and assessment plan. Under the Act, the City is required to hold a public hearing on the proposed assessment and service plan details related to the district and the levy of the assessment.

The PID board is required to establish a maintenance budget. The taxable assessed value within the district is used to determine the rate per \$100 of assessed value necessary to meet the maintenance budget. The County Tax Collector will then collect the district's fees and remit them to the City with our property taxes. The City will disperse the income on a reimbursement basis according to the approved budget.

The Beltline Ashmoore PID is proposing an annual assessment of \$0.1500 per \$100 assessed value.

### **Considerations**

- **Operational** - All PID's require the Finance Department maintain a separate account that will be passed on to the district. The PID's should also help ensure that common areas will be maintained without assistance or code enforcement action.
- **Legal** - The notice of public hearing was mailed to each property owner of record and posted in publication of record in accordance with the provisions of Chapter 372 in t

Texas Local Government Code. The proposed five year service and assessment plan are in accordance with Chapter 372 of Texas Local Government Code and have been reviewed and approved as to form by the City Attorney.

- **Financial** - The PID is not expected to have any direct financial impact on the City. PID's are a mechanism to assure financial sustainability for the neighborhood. They are considered to be a more equitable means of collecting fees to maintain the neighborhood open space and common areas. The fiscal year 2015/2016 proposed service plan budget is \$16,884.19 and assessments are proposed at \$0.1500 per one hundred dollars assessed valuation.
- **Public Information** - City Council is required to hold a public hearing to receive comments regarding the annual maintenance and service plan prior to adoption. The public hearing was posted in the local publication of record on July 30, 2015 and notices mailed to property owners as required by Local Government Code Chapter 372.

### **Options/Alternatives**

1. Approve the Service Plan.
2. Reject the Service Plan.

### **Recommendation**

Staff recommends approval of the FY2015/2016 Service Plan.

### **Attachments**

- Ordinance
  - Service and Assessment Plan
- 

### **Submitted by:**

Fabrice Kabona, Assistant to the City Manager  
Rona Stringfellow, Assistant City Manager

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, MAKING CERTAIN FINDINGS IN CONNECTION WITH THE PROPOSED SUPPLEMENTAL SERVICES ORDERED IN CONNECTION WITH THE BELTLINE ASHMOORE PUBLIC IMPROVEMENT DISTRICT, PROVIDING FOR: FINDINGS OF BENEFITS ACCRUED, ACCEPTING FIVE YEAR SERVICE PLAN, RECORDING FINAL ASSESSMENT ONTO TAX ROLL, SETTING THE ASSESSMENT LEVY FOR USE AND SUPPORT OF THE PUBLIC IMPROVEMENT DISTRICT, ESTABLISHING A METHOD OF PAYMENT, ASSESSMENT DUE, AND PROVIDING CLAUSES FOR CONFLICT, SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, by Resolution No. 2010-12-96 passed on December 13, 2010, after the conduct of a duly notified public hearing, the City Council established the Beltline Ashmoore Public Improvement District (the "District"); and

**WHEREAS**, on August 10, 2015 a public hearing was held and all persons owning or claiming any property proposed to be assessed or any interest therein were given an opportunity to be heard, either in person or through an agent or attorney, and all were given an opportunity to testify before the City Council and to contest the assessments proposed to be made on account of the amount thereof or because of any inaccuracy, irregularity, invalidity or insufficiency of the proceedings or contract with reference thereto, or to such improvements or on account of any matter or thing in the discretion of this governing body and on the 10<sup>th</sup> day of August, 2015, the City Council closed the public hearing; and on the 24<sup>th</sup> day of August, 2015 levied assessments against property and the owners thereof in the District; and

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

**SECTION 1.** BENEFITS ACCRUED: That the benefits to accrue to the property assessed and to the owners of such property, from the landscape maintenance and other services identified within the Five Year Service Plan, hereby adopted by the City Council, and herewith to be funded from the assessments, exceed the amount which has been assessed.

**SECTION 2.** ADOPTING SERVICE PLAN: That the "*Service and Assessment Plan*", labeled herein as *Exhibit "A"* and attached hereto and made a part hereof is hereby adopted.

**SECTION 3.** RECORD FINAL ASSESSMENT ONTO TAX ROLL: That the City Manager and his designated representatives are hereby authorized and directed to carry out the terms and provisions of this ordinance by causing the costs outlined in the final assessment roll to be recorded in the Tax Roll, the names of the property owners and in the amounts shown on said final assessment roll; and that all prerequisites to the fixing of the assessments therein against the property described and the fixing of the personal liability of the owner or owners thereof have been performed in due time, form and manner as required by law, and no additional proof shall be required in any court.

**SECTION 4.** PROPERTY CLASSIFICATION AND APPORTIONMENT FORMULAS: The City Council hereby establishes classifications and formulas for the apportionment of costs for various classes of property within the District as follows:

(a) **Residential lots on which construction of a home has been completed**, for these lots the assessment shall not exceed \$0.1500 per \$100 of valuation through the assessment established for fiscal year 2015/2016; and

(b) **Tax exempt property and municipal property**, for these classifications the assessment shall not exceed \$0.00 per \$100 of valuation.

**SECTION 5.** ASSESSMENT LEVY: That for fiscal year 2015/2016 there shall be and is hereby levied and assessed against parcels of property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sum of money set forth for in the “*Service and Assessment Plan*”, labeled herein as *Exhibit “A”* and attached hereto and made a part hereof, shown opposite the description of the respective classification of the parcels of property, and the several amounts assessed against the same, and the owners thereof, with the provision that the amount assessed against each property and respective class of properties as shown in the *Service and Assessment Plan* may be adjusted for years subsequent following an annual review of the budget for the District and the *Service and Assessment Plan*.

**SECTION 6.** METHOD OF PAYMENT: That the method of payment of the assessment shall be in an annual single lump sum payment which shall be immediately due upon receipt of the assessment notice and shall become delinquent on February 1 of the year after receipt of notice. Delinquent assessments are subject to interest, penalties, attorney’s fees and other charges, at the same rate as for the City of Lancaster delinquent ad valorem property taxes.

**SECTION 7.** ASSESSMENT DUE: That a lien shall be established against each affected property within the district on the date the assessment is due, and shall not be released until the assessment is paid in full. This lien is superior to all other liens and claims except liens or claims for the state, county, school district or city ad valorem taxes.

**SECTION 8.** CONFLICT: That this ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Lancaster, Texas, and this ordinance shall not operate to repeal or affect any other ordinance except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

**SECTION 9.** SEVERABILITY: That if any section, subsection, sentence, clause or phrase of this ordinance is for any reason held unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

**SECTION 10.** EFFECTIVE DATE. This ordinance shall take effect immediately from and after its passage and the publication of the caption as the law and charter in such cases provide.

**DULY PASSED** and approved by the City Council of the City of Lancaster, Texas, on the 24<sup>th</sup> day of August, 2015.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Sorangel O. Arenas, City Secretary

\_\_\_\_\_  
Marcus E. Knight, Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Robert E. Hager, City Attorney

**EXHIBIT "A"**  
**SERVICE AND ASSESSMENT PLAN**

10:17 07/22/15

Five Year YTD

Fund: 60 BELTLINE ASHMOORE - PID

Department: 4 OPERATIONS

Program:

Period Ending: 7/2015

Account	Description	2016 Budget	2017 Budget	2018 Budget	2019 Budget	2020 Budget
60-0201-04-00	SUPPLIES	300.00	300.00	300.00	300.00	300.00
60-0210-04-00	FOOD/BEVERAGES-MTGS/FUNCTIONS	100.00	100.00	100.00	100.00	100.00
60-0211-04-00	MISCELLANEOUS	50.00	50.00	50.00	50.00	50.00
60-0214-04-00	POSTAGE	350.00	350.00	350.00	350.00	350.00
60-0225-04-00	LANDSCAPING	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00
<b>Subtotal:</b>		<b>4,300.00</b>	<b>4,300.00</b>	<b>4,300.00</b>	<b>4,300.00</b>	<b>4,300.00</b>
60-0301-04-00	MAINT-BLDGS & STRUCTURES	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
60-0371-04-00	LANDSCAPING REPAIR & MAINT	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00
60-0372-04-00	IRRIGATION SYS REPAIR & MAINT	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00
<b>Subtotal:</b>		<b>5,000.00</b>	<b>5,000.00</b>	<b>5,000.00</b>	<b>5,000.00</b>	<b>5,000.00</b>
60-0403-04-00	INSURANCE	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
60-0407-04-00	TAXES	50.00	50.00	50.00	50.00	50.00
60-0408-04-00	ADVERTISING	100.00	100.00	100.00	100.00	100.00
60-0410-04-00	UTILITIES - ELECTRICITY	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00
60-0411-04-00	WATER PURCHASE PID	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00
60-0421-04-00	PRINTING	297.19	297.19	297.19	297.19	297.19
60-0423-04-00	CONTRACT MOWING	137.00	137.00	137.00	137.00	137.00
60-0434-04-00	SPECIAL EVENTS	300.00	300.00	300.00	300.00	300.00
60-0437-04-00	AUDIT SERVICES	50.00	50.00	50.00	50.00	50.00
60-0442-04-00	COMPUTER PROFESSIONAL SERVICES	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
60-0446-04-00	LEGAL SERVICES	500.00	500.00	500.00	500.00	500.00
60-0452-04-00	FILING FEES	50.00	50.00	50.00	50.00	50.00
60-0456-04-00	NEWSLETTER	200.00	200.00	200.00	200.00	200.00
<b>Subtotal:</b>		<b>7,484.19</b>	<b>7,484.19</b>	<b>7,484.19</b>	<b>7,484.19</b>	<b>7,484.19</b>
60-0511-04-00	PROPERTY TAXES PAID BY PID	50.00	50.00	50.00	50.00	50.00
60-0537-04-00	DALLAS COUNTY TAX COLL SVCS	50.00	50.00	50.00	50.00	50.00
<b>Subtotal:</b>		<b>100.00</b>	<b>100.00</b>	<b>100.00</b>	<b>100.00</b>	<b>100.00</b>
<b>Program number:</b>		<b>16,884.19</b>	<b>16,884.19</b>	<b>16,884.19</b>	<b>16,884.19</b>	<b>16,884.19</b>
<b>Department number:</b>	<b>OPERATIONS</b>	<b>16,884.19</b>	<b>16,884.19</b>	<b>16,884.19</b>	<b>16,884.19</b>	<b>16,884.19</b>
<b>Fund number:</b>	<b>60 BELTLINE ASHMOORE - PID</b>	<b>16,884.19</b>	<b>16,884.19</b>	<b>16,884.19</b>	<b>16,884.19</b>	<b>16,884.19</b>

\*\*\*\*\* End of Report \*\*\*\*\*

## Agenda Communication

August 24, 2015

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**Consider and discuss an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Glendover Estates Public Improvement District.**

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This request supports the City Council 2015-2016 Policy Agenda.

**Goal: Healthy, Safe, and Vibrant Community**

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### Background

On Monday, August 10, 2015, Council conducted a public hearing on the proposed service plan for Glendover Estates Public Improvement District.

Glendover Estates is an established subdivision of approximately 29.56 acres generally located south of Pleasant Run Road and west of Houston School Road. The subdivision has an approved Public Improvement District (PID) to provide for the maintenance of its common areas and entry features.

Annually the PID board in accordance with the provisions of Chapter 372 of the Texas Local Government Code (the "Act") is required to present an updated five (5) year service and assessment plan. Under the Act, the City is required to hold a public hearing on the proposed assessment and service plan details related to the district and the levy of the assessment.

The PID board is required to establish a maintenance budget. The taxable assessed value within the district is used to determine the rate per \$100 of assessed value necessary to meet the maintenance budget. The County Tax Collector will then collect the district's fees and remit them to the City with our property taxes. The City will disperse the income on a reimbursement basis according to the approved budget.

The Glendover Estates PID is proposing an annual assessment of \$0.2400 per \$100 assessed value.

### Considerations

- **Operational** - All PID's require the Finance Department maintain a separate account that will be passed on to the district. The PID's should also help ensure that common areas will be maintained without assistance or code enforcement action.
- **Legal** - The notice of public hearing was posted in the publication of record and notices mailed to each property owner of record in accordance with the provisions of Chapter 372 in the Texas Local Government Code. The proposed five year service and assessment

plan are in accordance with Chapter 372 of Texas Local Government Code and have been reviewed and approved as to form by the City Attorney.

- **Financial** - The PID is not expected to have any direct financial impact on the City. PID's are a mechanism to assure financial sustainability for the neighborhood. They are considered to be a more equitable means of collecting fees. The fiscal year 2015/2016 proposed service plan budget is \$29,193.00 and assessments are proposed at \$0.2400 per one hundred dollars assessed valuation.
- **Public Information** - City Council is required to hold a public hearing to receive comments regarding the annual maintenance and service plan prior to adoption. The public hearing was posted in the local publication of record on July 30, 2015 and notices mailed to property owners as required by Local Government Code Chapter 372.

### **Options/Alternatives**

1. Approve the Service Plan.
2. Reject the Service Plan.

### **Recommendation**

Staff recommends approval of the FY2015/2016 Service Plan.

### **Attachments**

- Ordinance
  - Service and Assessment Plan
- 

### **Submitted by:**

Fabrice Kabona, Assistant to the City Manager  
Rona Stringfellow, Assistant City Manager

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, MAKING CERTAIN FINDINGS IN CONNECTION WITH THE PROPOSED SUPPLEMENTAL SERVICES ORDERED IN CONNECTION WITH THE GLENDOVER ESTATES PUBLIC IMPROVEMENT DISTRICT, PROVIDING FOR: FINDINGS OF BENEFITS ACCRUED, ACCEPTING FIVE YEAR SERVICE PLAN, RECORDING FINAL ASSESSMENT ONTO TAX ROLL, SETTING THE ASSESSMENT LEVY FOR USE AND SUPPORT OF THE PUBLIC IMPROVEMENT DISTRICT, ESTABLISHING A METHOD OF PAYMENT, ASSESSMENT DUE, AND PROVIDING CLAUSES FOR CONFLICT, SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, by Resolution No. 2006-09-76 passed on September 25, 2006, after the conduct of a duly notified public hearing, the City Council established the Glendover Estates Public Improvement District (the "District"); and

**WHEREAS**, on August 10, 2015 a public hearing was held and all persons owning or claiming any property proposed to be assessed or any interest therein were given an opportunity to be heard, either in person or through an agent or attorney, and all were given an opportunity to testify before the City Council and to contest the assessments proposed to be made on account of the amount thereof or because of any inaccuracy, irregularity, invalidity or insufficiency of the proceedings or contract with reference thereto, or to such improvements or on account of any matter or thing in the discretion of this governing body and on the 10<sup>th</sup> day of August, 2015, the City Council closed the public hearing; and on the 24<sup>th</sup> day of August, 2015, levied assessments against property and the owners thereof in the District; and

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

**SECTION 1.** BENEFITS ACCRUED: That the benefits to accrue to the property assessed and to the owners of such property, from the landscape maintenance and other services identified within the Five Year Service Plan, hereby adopted by the City Council, and herewith to be funded from the assessments, exceed the amount which has been assessed.

**SECTION 2.** ADOPTING SERVICE PLAN: That the "*Service and Assessment Plan*", labeled herein as *Exhibit "A"* and attached hereto and made a part hereof is hereby adopted.

**SECTION 3.** RECORD FINAL ASSESSMENT ONTO TAX ROLL: That the City Manager and his designated representatives are hereby authorized and directed to carry out the terms and provisions of this ordinance by causing the costs outlined in the final assessment roll to be recorded in the Tax Roll, the names of the property owners and in the amounts shown on said final assessment roll; and that all prerequisites to the fixing of the assessments therein against the property described and the fixing of the personal liability of the owner or owners thereof have been performed in due time, form and manner as required by law, and no additional proof shall be required in any court.

**SECTION 4.** PROPERTY CLASSIFICATION AND APPORTIONMENT FORMULAS: The City Council hereby establishes classifications and formulas for the apportionment of costs for various classes of property within the District as follows:

- (a) **Residential lots on which construction of a home has been completed**, for these lots the assessment shall not exceed \$0.2400 per \$100 of valuation through the assessment established for fiscal year 2015/2016; and
- (b) **Tax exempt property and municipal property**, for these classifications the assessment shall not exceed \$0.00 per \$100 of valuation.

**SECTION 5.** ASSESSMENT LEVY: That for fiscal year 2015/2016 there shall be and is hereby levied and assessed against parcels of property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sum of money set forth for in the “*Service and Assessment Plan*”, labeled herein as *Exhibit “A”* and attached hereto and made a part hereof, shown opposite the description of the respective classification of the parcels of property, and the several amounts assessed against the same, and the owners thereof, with the provision that the amount assessed against each property and respective class of properties as shown in the *Service and Assessment Plan* may be adjusted for years subsequent following an annual review of the budget for the District and the *Service and Assessment Plan*.

**SECTION 6.** METHOD OF PAYMENT: That the method of payment of the assessment shall be in an annual single lump sum payment which shall be immediately due upon receipt of the assessment notice and shall become delinquent on February 1 of the year after receipt of notice. Delinquent assessments are subject to interest, penalties, attorney’s fees and other charges, at the same rate as for the City of Lancaster delinquent ad valorem property taxes.

**SECTION 7.** ASSESSMENT DUE: That a lien shall be established against each affected property within the district on the date the assessment is due, and shall not be released until the assessment is paid in full. This lien is superior to all other liens and claims except liens or claims for the state, county, school district or city ad valorem taxes.

**SECTION 8.** CONFLICT: That this ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Lancaster, Texas, and this ordinance shall not operate to repeal or affect any other ordinance except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

**SECTION 9.** SEVERABILITY: That if any section, subsection, sentence, clause or phrase of this ordinance is for any reason held unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

**SECTION 10.** EFFECTIVE DATE. This ordinance shall take effect immediately from and after its passage and the publication of the caption as the law and charter in such cases provide.

**DULY PASSED** and approved by the City Council of the City of Lancaster, Texas, on the 24<sup>th</sup> day of August, 2015.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Sorangel O. Arenas, City Secretary

\_\_\_\_\_  
Marcus E. Knight, Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Robert E. Hager, City Attorney

**EXHIBIT "A"**  
**SERVICE AND ASSESSMENT PLAN**

Account	Description	2016 Budget	2017 Budget	2018 Budget	2019 Budget	2020 Budget
54-0201-04-00	OFFICE SUPPLIES	500.00	500.00	500.00	500.00	500.00
54-0211-04-00	MISCELLANEOUS	200.00	200.00	200.00	200.00	200.00
54-0214-04-00	POSTAGE	150.00	150.00	150.00	150.00	150.00
Subtotal:		850.00	850.00	850.00	850.00	850.00
54-0351-04-00	MISC. MAINTENANCE	500.00	500.00	500.00	500.00	500.00
54-0372-04-00	IRRIGATION SYS REPAIR & MAINT	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00
Subtotal:		2,500.00	2,500.00	2,500.00	2,500.00	2,500.00
54-0403-04-00	CASUALTY INSURANCE	2,150.00	2,150.00	2,150.00	2,150.00	2,150.00
54-0410-04-00	UTILITIES - ELECTRICITY	750.00	750.00	750.00	750.00	750.00
54-0411-04-00	WATER PURCHASE PID	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00
54-0421-04-00	PRINTING	38.00	38.00	38.00	38.00	38.00
54-0423-04-00	CONTRACT MOWING	11,775.00	11,775.00	11,775.00	11,775.00	11,775.00
54-0434-04-00	SPECIAL EVENTS	250.00	250.00	250.00	250.00	250.00
54-0437-04-00	AUDIT SERVICES	300.00	300.00	300.00	300.00	300.00
54-0450-04-00	ADMINISTRATIVE MANAGEMENT FEE	6,900.00	6,900.00	6,900.00	6,900.00	6,900.00
54-0469-04-00	STORAGE	180.00	180.00	180.00	180.00	180.00
Subtotal:		25,843.00	25,843.00	25,843.00	25,843.00	25,843.00
Program number:		29,193.00	29,193.00	29,193.00	29,193.00	29,193.00
Department number: OPERATIONS		29,193.00	29,193.00	29,193.00	29,193.00	29,193.00
Fund number: 54 GLENDOVER ESTATES - PID		29,193.00	29,193.00	29,193.00	29,193.00	29,193.00

\*\*\*\*\* End of Report \*\*\*\*\*

## Agenda Communication

August 24, 2015

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**Consider and discuss an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Boardwalk Public Improvement District.**

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This request supports the City Council 2015-2016 Policy Agenda.

**Goal: Healthy, Safe, and Vibrant Community**

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### **Background**

On Monday, August 10, 2015, Council conducted a public hearing on the proposed service plan for Boardwalk Public Improvement District.

Boardwalk is an established subdivision consisting of approximately 38.002 acres in Phase 1 and 43.237 acres in Phase 2 totaling 80.239 acres generally located on the (North, South, East or West) side of Cedardale Road and on the east side of Dallas Avenue. The subdivision has an approved Public Improvement District (PID) to provide for the maintenance of its common areas and entry features.

Annually the PID board in accordance with the provisions of Chapter 372 of the Texas Local Government Code (the "Act") is required to present an updated five (5) year service and assessment plan. Under the Act, the City is required to hold a public hearing on the proposed assessment and service plan details related to the district and the levy of the assessment.

The PID board is required to establish a maintenance budget. The taxable assessed value within the district is used to determine the rate per \$100 of assessed value necessary to meet the maintenance budget. The County Tax Collector will then collect the district's fees and remit them to the City with our property taxes. The City will disperse the income on a reimbursement basis according to the approved budget.

The Boardwalk PID is proposing an annual assessment of \$0.2400 per \$100 assessed value.

### **Considerations**

- **Operational** - All PID's require the Finance Department maintain a separate account that will be passed on to the district. The PID's should also help ensure that common areas will be maintained without assistance or code enforcement action.
- **Legal** - The notice of public hearing was posted in the publication of record and notices mailed to each owner of record in accordance with the provisions of Chapter 372 in the Texas Local Government Code. The proposed five year service and assessment plan a

in accordance with Chapter 372 of Texas Local Government Code and have been reviewed and approved as to form by the City Attorney.

- **Financial** - The PID is not expected to have any direct financial impact on the City. PID's are a mechanism to assure financial sustainability for the neighborhood. They are considered to be a more equitable means of collecting fees. The fiscal year 2015/2016 proposed service plan budget is \$71,954.16 and assessments are proposed at \$0.2400 per one hundred dollars assessed valuation.
- **Public Information** - City Council is required to hold a public hearing to receive comments regarding the annual maintenance and service plan prior to adoption. The public hearing was posted in the local publication of record on July 30, 2015 and notices mailed to property owners as required by Local Government Code Chapter 372.

### **Options/Alternatives**

1. Approve the Service Plan.
2. Reject the Service Plan.

### **Recommendation**

Staff recommends approval of the FY2015/2016 Service Plan.

### **Attachments**

- Ordinance
  - Service and Assessment Plan
- 

### **Submitted by:**

Fabrice Kabona, Assistant to the City Manager  
Rona Stringfellow, Assistant City Manager

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, MAKING CERTAIN FINDINGS IN CONNECTION WITH THE PROPOSED SUPPLEMENTAL SERVICES ORDERED IN CONNECTION WITH THE LANCASTER BOARDWALK PUBLIC IMPROVEMENT DISTRICT, PROVIDING FOR: FINDINGS OF BENEFITS ACCRUED, ACCEPTING FIVE YEAR SERVICE PLAN, RECORDING FINAL ASSESSMENT ONTO TAX ROLL, SETTING THE ASSESSMENT LEVY FOR USE AND SUPPORT OF THE PUBLIC IMPROVEMENT DISTRICT, ESTABLISHING A METHOD OF PAYMENT, ASSESSMENT DUE, AND PROVIDING CLAUSES FOR CONFLICT, SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, by Resolution No. 2011-08-68 passed on August 8, 2011, after the conduct of a duly notified public hearing, the City Council established the Lancaster Boardwalk Public Improvement District (the "District"); and

**WHEREAS**, on August 10, 2015 a public hearing was held and all persons owning or claiming any property proposed to be assessed or any interest therein were given an opportunity to be heard, either in person or through an agent or attorney, and all were given an opportunity to testify before the City Council and to contest the assessments proposed to be made on account of the amount thereof or because of any inaccuracy, irregularity, invalidity or insufficiency of the proceedings or contract with reference thereto, or to such improvements or on account of any matter or thing in the discretion of this governing body and on the 10<sup>th</sup> day of August, 2015, the City Council closed the public hearing; and on the 24<sup>th</sup> day of August, 2015, levied assessments against property and the owners thereof in the District; and

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

**SECTION 1.** BENEFITS ACCRUED: That the benefits to accrue to the property assessed and to the owners of such property, from the landscape maintenance and other services identified within the Five Year Service Plan, hereby adopted by the City Council, and herewith to be funded from the assessments, exceed the amount which has been assessed.

**SECTION 2.** ADOPTING SERVICE PLAN: That the "*Service and Assessment Plan*", labeled herein as *Exhibit "A"* and attached hereto and made a part hereof is hereby adopted.

**SECTION 3.** RECORD FINAL ASSESSMENT ONTO TAX ROLL: That the City Manager and his designated representatives are hereby authorized and directed to carry out the terms and provisions of this ordinance by causing the costs outlined in the final assessment roll to be recorded in the Tax Roll, the names of the property owners and in the amounts shown on said final assessment roll; and that all prerequisites to the fixing of the assessments therein against the property described and the fixing of the personal liability of the owner or owners thereof have been performed in due time, form and manner as required by law, and no additional proof shall be required in any court.

**SECTION 4.** PROPERTY CLASSIFICATION AND APPORTIONMENT FORMULAS: The City Council hereby establishes classifications and formulas for the apportionment of costs for various classes of property within the District as follows:

- (a) **All residential lots**, for these lots the assessment shall not exceed \$0.2400 per \$100 of valuation through the assessment established for fiscal year 2015/2016; and
- (b) **Tax exempt property and municipal property**, for these classifications the assessment shall not exceed \$0.00 per \$100 of valuation.

**SECTION 5.** ASSESSMENT LEVY: That for fiscal year 2015/2016 there shall be and is hereby levied and assessed against parcels of property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sum of money set forth for in the “*Service and Assessment Plan*”, labeled herein as *Exhibit “A”* and attached hereto and made a part hereof, shown opposite the description of the respective classification of the parcels of property, and the several amounts assessed against the same, and the owners thereof, with the provision that the amount assessed against each property and respective class of properties as shown in the *Service and Assessment Plan* may be adjusted for years subsequent following an annual review of the budget for the District and the *Service and Assessment Plan*.

**SECTION 6.** METHOD OF PAYMENT: That the method of payment of the assessment shall be in an annual single lump sum payment which shall be immediately due upon receipt of the assessment notice and shall become delinquent on February 1 of the year after receipt of notice. Delinquent assessments are subject to interest, penalties, attorney’s fees and other charges, at the same rate as for the City of Lancaster delinquent ad valorem property taxes.

**SECTION 7.** ASSESSMENT DUE: That a lien shall be established against each affected property within the district on the date the assessment is due, and shall not be released until the assessment is paid in full. This lien is superior to all other liens and claims except liens or claims for the state, county, school district or city ad valorem taxes.

**SECTION 8.** CONFLICT: That this ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Lancaster, Texas, and this ordinance shall not operate to repeal or affect any other ordinance except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

**SECTION 9.** SEVERABILITY: That if any section, subsection, sentence, clause or phrase of this ordinance is for any reason held unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

**SECTION 10.** EFFECTIVE DATE: This ordinance shall take effect immediately from and after its passage and the publication of the caption as the law and charter in such cases provide.

**DULY PASSED** and approved by the City Council of the City of Lancaster, Texas, on the 24<sup>th</sup> day of August, 2015.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Sorangel O. Arenas, City Secretary

\_\_\_\_\_  
Marcus E. Knight, Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Robert E. Hager, City Attorney

**EXHIBIT "A"**  
**SERVICE AND ASSESSMENT PLAN**

Account	Description	2016 Budget	2017 Budget	2018 Budget	2019 Budget	2020 Budget
64-0201-04-00	SUPPLIES	600.00	600.00	600.00	600.00	600.00
64-0210-04-00	FOOD/BEVERAGE-MTGS/FUNCTIONS	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00
64-0211-04-00	MISCELLANEOUS	4,500.00	4,500.00	4,500.00	4,500.00	4,500.00
64-0214-04-00	POSTAGE	500.00	500.00	500.00	500.00	500.00
64-0225-04-00	LANDSCAPING	17,000.00	17,000.00	17,000.00	17,000.00	17,000.00
<b>Subtotal:</b>		<b>24,600.00</b>	<b>24,600.00</b>	<b>24,600.00</b>	<b>24,600.00</b>	<b>24,600.00</b>
64-0301-04-00	MAINT-BLDGS & STRUCTURES	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00
64-0303-04-00	MAINTENANCE-MISCELLANEOUS	1,724.16	1,724.16	1,724.16	1,724.16	1,724.16
64-0305-04-00	MAINT-CLEANOUT	500.00	500.00	500.00	500.00	500.00
64-0351-04-00	MISC. MAINTENANCE	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00
64-0371-04-00	LANDSCAPING REPAIR & MAINT	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00
64-0372-04-00	IRRIGATION SYS REPAIR & MAINT	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00
<b>Subtotal:</b>		<b>16,724.16</b>	<b>16,724.16</b>	<b>16,724.16</b>	<b>16,724.16</b>	<b>16,724.16</b>
64-0403-04-00	INSURANCE	3,800.00	3,800.00	3,800.00	3,800.00	3,800.00
64-0410-04-00	UTILITIES - ELECTRICITY	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00
64-0411-04-00	WATER PURCHASES PID	10,500.00	10,500.00	10,500.00	10,500.00	10,500.00
64-0416-04-00	OTHER PROFESSIONAL SERVICES	500.00	500.00	500.00	500.00	500.00
64-0421-04-00	PRINTING	900.00	900.00	900.00	900.00	900.00
64-0423-04-00	CONTRACT MOWING	250.00	250.00	250.00	250.00	250.00
64-0437-04-00	AUDIT SERVICES	750.00	750.00	750.00	750.00	750.00
64-0446-04-00	LEGAL SERVICES	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
64-0450-04-00	ADMINISTRATIVE MANAGMENT FEE	7,000.00	7,000.00	7,000.00	7,000.00	7,000.00
64-0452-04-00	FILING FEES	250.00	250.00	250.00	250.00	250.00
64-0456-04-00	NEWLETTER	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
64-0469-04-00	STORAGE	180.00	180.00	180.00	180.00	180.00
<b>Subtotal:</b>		<b>29,630.00</b>	<b>29,630.00</b>	<b>29,630.00</b>	<b>29,630.00</b>	<b>29,630.00</b>
64-0537-04-00	DALLAS COUNTY TAX COLL SVCS	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
<b>Subtotal:</b>		<b>1,000.00</b>	<b>1,000.00</b>	<b>1,000.00</b>	<b>1,000.00</b>	<b>1,000.00</b>
<b>Program number:</b>		<b>71,954.16</b>	<b>71,954.16</b>	<b>71,954.16</b>	<b>71,954.16</b>	<b>71,954.16</b>
<b>Department number: OPERATIONS</b>		<b>71,954.16</b>	<b>71,954.16</b>	<b>71,954.16</b>	<b>71,954.16</b>	<b>71,954.16</b>
<b>Fund number: 64 BOARDWALK PID</b>		<b>71,954.16</b>	<b>71,954.16</b>	<b>71,954.16</b>	<b>71,954.16</b>	<b>71,954.16</b>
***** End of Report *****						

## Agenda Communication

August 24, 2015

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**Consider and discuss an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Lancaster Mills Public Improvement District.**

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**This request supports the City Council 2015-2016 Policy Agenda.**

**Goal: Healthy, Safe, and Vibrant Community**

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### **Background**

On Monday, August 10, 2015, Council conducted a public hearing on the proposed service plan for Lancaster Mills Public Improvement District.

Lancaster Mills is a subdivision of approximately 60.59 acres located north of Beltline Road and east of the Homestead Addition, south of Redbud Drive and west of the Pecan Hollow Estates Addition. The subdivision has an approved Public Improvement District (PID) to provide for the maintenance of its common areas and entry features.

Annually the PID board in accordance with the provisions of Chapter 372 of the Texas Local Government Code (the "Act") is required to present an updated five (5) year service and assessment plan. Under the Act, the City is required to hold a public hearing on the proposed assessment and service plan details related to the district and the levy of the assessment.

The PID board is required to establish a maintenance budget. The taxable assessed value within the district is used to determine the rate per \$100 of assessed value necessary to meet the maintenance budget. The County Tax Collector will then collect the district's fees and remit them to the City with our property taxes. The City will disperse the income on a reimbursement basis according to the approved service plan.

As this district is currently undeveloped, the proposed assessment rate of \$0.0000 per \$100 assessed valuation as there are no budgeted expenses for the 2015/2016 fiscal year.

### **Considerations**

- **Operational** - All PID's require the Finance Department maintain a separate account that will be passed on to the district. The PID's should also help ensure that common areas will be maintained.
- **Legal** - The notice of public hearing was posted the publication of record and notices mailed to the property owner of record in accordance with the provisions of Chapter 372 in

the Texas Local Government Code. The proposed five year service and assessment plan are in accordance with Chapter 372 of Texas Local Government Code and have been reviewed and approved as to form by the City Attorney.

- **Financial** - The PID is not expected to have any direct financial impact on the City. PID's are a mechanism to assure financial sustainability for the neighborhood. They are considered to be a more equitable means of collecting revenue for maintenance. The fiscal year 2015/2016 proposed service plan budget is \$0.0000 and assessments are proposed to be \$0.0000 per \$100 assessed valuation. There are currently no homes constructed at this time.
- **Public Information** - City Council is required to hold a public hearing to receive comments regarding the annual maintenance and service plan prior to adoption. The public hearing was posted in the local publication of record on July 30, 2015 and notices mailed to property owners as required by Local Government Code Chapter 372.

### **Options/Alternatives**

1. Approve the Service Plan.
2. Reject the Service Plan.

### **Recommendation**

Staff recommends approval of the FY2015/2016 Service Plan.

### **Attachments**

- Ordinance
  - Service and Assessment Plan
- 

### **Submitted by:**

Fabrice Kabona, Assistant to the City Manager  
Rona Stringfellow, Assistant City Manager

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, MAKING CERTAIN FINDINGS IN CONNECTION WITH THE PROPOSED SUPPLEMENTAL SERVICES ORDERED IN CONNECTION WITH THE LANCASTER MILLS PUBLIC IMPROVEMENT DISTRICT, PROVIDING FOR: FINDINGS OF BENEFITS ACCRUED, ACCEPTING FIVE YEAR SERVICE PLAN, RECORDING FINAL ASSESSMENT ONTO TAX ROLL, SETTING THE ASSESSMENT LEVY FOR USE AND SUPPORT OF THE PUBLIC IMPROVEMENT DISTRICT, ESTABLISHING A METHOD OF PAYMENT, ASSESSMENT DUE, AND PROVIDING CLAUSES FOR CONFLICT, SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, by Resolution No. 2007-02-17 passed on February 12, 2007, after the conduct of a duly notified public hearing, the City Council established the Lancaster Mills Public Improvement District (the "District"); and

**WHEREAS**, on August 10, 2015 a public hearing was held and all persons owning or claiming any property proposed to be assessed or any interest therein were given an opportunity to be heard, either in person or through an agent or attorney, and all were given an opportunity to testify before the City Council and to contest the assessments proposed to be made on account of the amount thereof or because of any inaccuracy, irregularity, invalidity or insufficiency of the proceedings or contract with reference thereto, or to such improvements or on account of any matter or thing in the discretion of this governing body and on the 10<sup>th</sup> day of August, 2015, the City Council closed the public hearing; and on the 24<sup>th</sup> day of August, 2015, levied assessments against property and the owners thereof in the District; and

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

**SECTION 1.** BENEFITS ACCRUED: That the benefits to accrue to the property assessed and to the owners of such property, from the landscape maintenance and other services identified within the Five Year Service Plan, hereby adopted by the City Council, and herewith to be funded from the assessments, exceed the amount which has been assessed.

**SECTION 2.** ADOPTING SERVICE PLAN: That the "*Service and Assessment Plan*", labeled herein as *Exhibit "A"* and attached hereto and made a part hereof is hereby adopted.

**SECTION 3.** RECORD FINAL ASSESSMENT ONTO TAX ROLL: That the City Manager and his designated representatives are hereby authorized and directed to carry out the terms and provisions of this ordinance by causing the costs outlined in the final assessment roll to be recorded in the Tax Roll, the names of the property owners and in the amounts shown on said final assessment roll; and that all prerequisites to the fixing of the assessments therein against the property described and the fixing of the personal liability of the owner or owners thereof have been performed in due time, form and manner as required by law, and no additional proof shall be required in any court.

**SECTION 4.** PROPERTY CLASSIFICATION AND APPORTIONMENT FORMULAS: The City Council hereby establishes classifications and formulas for the apportionment of costs for various classes of property within the District as follows:

- (a) **Residential lots on which construction of a home has been completed**, for these lots the assessment shall not exceed \$0.0000 per \$100 of valuation through the assessment established for fiscal year 2015/2016; and
- (b) **Tax exempt property and municipal property**, for these classifications the assessment shall not exceed \$0.0000 per \$100 of valuation.

**SECTION 5.** ASSESSMENT LEVY: That for fiscal year 2015/2016 there shall be and is hereby levied and assessed against parcels of property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sum of money set forth for in the "*Service and Assessment Plan*", labeled herein as *Exhibit "A"* and attached hereto and made a part hereof, shown opposite the description of the respective classification of the parcels of property, and the several amounts assessed against the same, and the owners thereof, with the provision that the amount assessed against each property and respective class of properties as shown in the *Service and Assessment Plan* may be adjusted for years subsequent following an annual review of the budget for the District and the *Service and Assessment Plan*.

**SECTION 6.** METHOD OF PAYMENT: That the method of payment of the assessment shall be in an annual single lump sum payment which shall be immediately due upon receipt of the assessment notice and shall become delinquent on February 1 of the year after receipt of notice. Delinquent assessments are subject to interest, penalties, attorney's fees and other charges, at the same rate as for the City of Lancaster delinquent ad valorem property taxes.

**SECTION 7.** ASSESSMENT DUE: That a lien shall be established against each affected property within the district on the date the assessment is due, and shall not be released until the assessment is paid in full. This lien is superior to all other liens and claims except liens or claims for the state, county, school district or city ad valorem taxes.

**SECTION 8.** CONFLICT: That this ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Lancaster, Texas, and this ordinance shall not operate to repeal or affect any other ordinance except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

**SECTION 9.** SEVERABILITY: That if any section, subsection, sentence, clause or phrase of this ordinance is for any reason held unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

**SECTION 10.** EFFECTIVE DATE. This ordinance shall take effect immediately from and after its passage and the publication of the caption as the law and charter in such cases provide.

**DULY PASSED** and approved by the City Council of the City of Lancaster, Texas, on the 24<sup>th</sup> day of August, 2015.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Sorangel O. Arenas, City Secretary

\_\_\_\_\_  
Marcus E. Knight, Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Robert E. Hager, City Attorney

**EXHIBIT "A"**  
**SERVICE AND ASSESSMENT PLAN**

Fund: 56 LANCASTER MILLS - PID

Department: 4 OPERATIONS

Program:

Period Ending: 7/2015

Account	Description	2016 Budget	2017 Budget	2018 Budget	2019 Budget	2020 Budget
56-0201-04-00	SUPPLIES		1,100.00	1,133.00	1,133.00	1,133.00
56-0211-04-00	MISCELLANEOUS		1,500.00	1,545.00	1,545.00	1,545.00
56-0225-04-00	LANDSCAPING		27,000.00	27,810.00	27,810.00	27,810.00
Subtotal:			29,600.00	30,488.00	30,488.00	30,488.00
56-0372-04-00	IRRIGATION SYS MAINT & REPAIR		700.00	721.00	721.00	721.00
Subtotal:			700.00	721.00	721.00	721.00
56-0403-04-00	INSURANCE		3,600.00	206.00	206.00	206.00
56-0410-04-00	UTILITIES- ELECTRICITY		9,500.00	9,785.00	9,785.00	9,785.00
56-0413-04-00	SANITARY LANDFILL		9,500.00	9,785.00	9,785.00	9,785.00
56-0416-04-00	OTHER PROFESSIONAL SERVICE		3,500.00	3,605.00	3,605.00	3,605.00
56-0450-04-00	ADMINISTRATIVE MANAGEMENT FEE		15,000.00	15,965.00	15,965.00	15,965.00
Subtotal:			41,100.00	39,346.00	39,346.00	39,346.00
56-0511-04-00	PROPERTY TAXES PAID BY PID		200.00	206.00	206.00	206.00
Subtotal:			200.00	206.00	206.00	206.00
Program number:			71,600.00	70,761.00	70,761.00	70,761.00
Department number: OPERATIONS			71,600.00	70,761.00	70,761.00	70,761.00
Fund number: 56 LANCASTER MILLS - PID			71,600.00	70,761.00	70,761.00	70,761.00
***** End of Report *****						

## Agenda Communication

August 24, 2015

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**Consider and discuss an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Meadowview Public Improvement District.**

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**This request supports the City Council 2015-2016 Policy Agenda.**

**Goal: Healthy, Safe, and Vibrant Community**

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### **Background**

On Monday, August 10, 2015, Council conducted a public hearing on the proposed service plan for Meadowview Public Improvement District.

Meadowview is an established subdivision consisting of approximately 215.262 total acreage including 50.614 acres in Phase 1, 36.907 acres in Phase 2, 36.493 in Phase 3, 2.864 acres in Phase 4 and 88.384 acres in Phase 5. This subdivision is generally located east of Ames Road, west of Dizzy Dean Drive and north of Wintergreen Road. The subdivision has an approved Public Improvement District (PID) to provide for the maintenance of its common areas and entry features.

Annually the PID board in accordance with the provisions of Chapter 372 of the Texas Local Government Code (the "Act") is required to present an updated five (5) year service and assessment plan. Under the Act, the City is required to hold a public hearing on the proposed assessment and service plan details related to the district and the levy of the assessment.

The PID board is required to establish a maintenance budget. The taxable assessed value within the district is used to determine the rate per \$100 of assessed value necessary to meet the maintenance budget. The County Tax Collector will then collect the district's fees and remit them to the City with our property taxes. The City will disperse the income on a reimbursement basis according to the approved budget.

The Meadowview PID is proposing an annual assessment of \$0.1000 per \$100 assessed value.

### **Considerations**

- **Operational** - All PID's require the Finance Department maintain a separate account that will be passed on to the district. The PID's should also help ensure that common areas will be maintained without assistance or code enforcement action.

- **Legal** - The notice of public hearing was posted in the publication of record and notices mailed to the property owner of record in accordance with the provisions of Chapter 372 in the Texas Local Government Code. The proposed five year service and assessment plan are in accordance with Chapter 372 of Texas Local Government Code and have been reviewed and approved as to form by the City Attorney.
- **Financial** - The PID is not expected to have any direct financial impact on the City. PID's are a mechanism to assure financial sustainability for the neighborhood. They are considered to be a more equitable means of collecting fees. The fiscal year 2015/2016 proposed service plan budget is \$85,385.88 and assessments are proposed at \$0.1000 per one hundred dollars assessed valuation.
- **Public Information** - City Council is required to hold a public hearing to receive comments regarding the annual maintenance and service plan prior to adoption. The public hearing was posted in the local publication of record on July 30, 2015 and notices mailed to property owners as required by Local Government Code Chapter 372.

### **Options/Alternatives**

1. Approve the Service Plan.
2. Reject the Service Plan.

### **Recommendation**

Staff recommends approval of the FY2015/2016 Service Plan.

### **Attachments**

- Ordinance
  - Service and Assessment Plan
- 

### **Submitted by:**

Fabrice Kabona, Assistant to the City Manager  
Rona Stringfellow, Assistant City Manager

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, MAKING CERTAIN FINDINGS IN CONNECTION WITH THE PROPOSED SUPPLEMENTAL SERVICES ORDERED IN CONNECTION WITH THE MEADOWVIEW PUBLIC IMPROVEMENT DISTRICT, PROVIDING FOR: FINDINGS OF BENEFITS ACCRUED, ACCEPTING FIVE YEAR SERVICE PLAN, RECORDING FINAL ASSESSMENT ONTO TAX ROLL, SETTING THE ASSESSMENT LEVY FOR USE AND SUPPORT OF THE PUBLIC IMPROVEMENT DISTRICT, ESTABLISHING A METHOD OF PAYMENT, ASSESSMENT DUE, AND PROVIDING CLAUSES FOR CONFLICT, SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, by Resolution No. 2011-08-67 passed on August 8, 2011, after the conduct of a duly notified public hearing, the City Council established the Meadowview Public Improvement District (the "District"); and

**WHEREAS**, on August 10, 2015 a public hearing was held and all persons owning or claiming any property proposed to be assessed or any interest therein were given an opportunity to be heard, either in person or through an agent or attorney, and all were given an opportunity to testify before the City Council and to contest the assessments proposed to be made on account of the amount thereof or because of any inaccuracy, irregularity, invalidity or insufficiency of the proceedings or contract with reference thereto, or to such improvements or on account of any matter or thing in the discretion of this governing body and on the 10<sup>th</sup> day of August, 2015, the City Council closed the public hearing; and on the 24<sup>th</sup> day of August, 2015, levied assessments against property and the owners thereof in the District; and

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

**SECTION 1.** **BENEFITS ACCRUED:** That the benefits to accrue to the property assessed and to the owners of such property, from the landscape maintenance and other services identified within the Five Year Service Plan, hereby adopted by the City Council, and herewith to be funded from the assessments, exceed the amount which has been assessed.

**SECTION 2.** **ADOPTING SERVICE PLAN:** That the "*Service and Assessment Plan*", labeled herein as *Exhibit "A"* and attached hereto and made a part hereof is hereby adopted.

**SECTION 3.** **RECORD FINAL ASSESSMENT ONTO TAX ROLL:** That the City Manager and his designated representatives are hereby authorized and directed to carry out the terms and provisions of this ordinance by causing the costs outlined in the final assessment roll to be recorded in the Tax Roll, the names of the property owners and in the amounts shown on said final assessment roll; and that all prerequisites to the fixing of the assessments therein against the property described and the fixing of the personal liability of the owner or owners thereof have been performed in due time, form and manner as required by law, and no additional proof shall be required in any court.

**SECTION 4.** PROPERTY CLASSIFICATION AND APPORTIONMENT FORMULAS: The City Council hereby establishes classifications and formulas for the apportionment of costs for various classes of property within the District as follows:

- (a) **Residential lots**, for these lots the assessment shall not exceed \$0.1000 per \$100 of valuation through the assessment established for fiscal year 2015/2016; and
- (b) **Tax exempt property and municipal property**, for these classifications the assessment shall not exceed \$0.00 per \$100 of valuation.

**SECTION 5.** ASSESSMENT LEVY: That for fiscal year 2015/2016 there shall be and is hereby levied and assessed against parcels of property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sum of money set forth for in the “*Service and Assessment Plan*”, labeled herein as *Exhibit “A”* and attached hereto and made a part hereof, shown opposite the description of the respective classification of the parcels of property, and the several amounts assessed against the same, and the owners thereof, with the provision that the amount assessed against each property and respective class of properties as shown in the *Service and Assessment Plan* may be adjusted for years subsequent following an annual review of the budget for the District and the *Service and Assessment Plan*.

**SECTION 6.** METHOD OF PAYMENT: That the method of payment of the assessment shall be in an annual single lump sum payment which shall be immediately due upon receipt of the assessment notice and shall become delinquent on February 1 of the year after receipt of notice. Delinquent assessments are subject to interest, penalties, attorney’s fees and other charges, at the same rate as for the City of Lancaster delinquent ad valorem property taxes.

**SECTION 7.** ASSESSMENT DUE: That a lien shall be established against each affected property within the district on the date the assessment is due, and shall not be released until the assessment is paid in full. This lien is superior to all other liens and claims except liens or claims for the state, county, school district or city ad valorem taxes.

**SECTION 8.** CONFLICT: That this ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Lancaster, Texas, and this ordinance shall not operate to repeal or affect any other ordinance except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

**SECTION 9.** SEVERABILITY: That if any section, subsection, sentence, clause or phrase of this ordinance is for any reason held unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

**SECTION 10.** EFFECTIVE DATE. This ordinance shall take effect immediately from and after its passage and the publication of the caption as the law and charter in such cases provide.

**DULY PASSED** and approved by the City Council of the City of Lancaster, Texas, on the 24<sup>th</sup> day of August, 2015.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Sorangel O. Arenas, City Secretary

\_\_\_\_\_  
Marcus E. Knight, Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Robert E. Hager, City Attorney

**EXHIBIT "A"**  
**SERVICE AND ASSESSMENT PLAN**

Account	Description	2016 Budget	2017 Budget	2018 Budget	2019 Budget	2020 Budget
62-0201-04-00	SUPPLIES	250.00	250.00	250.00	250.00	250.00
62-0210-04-00	FOOD/BEVERAGE-MTGS/FUNCTIONS	500.00	500.00	500.00	500.00	500.00
62-0211-04-00	MISCELLANEOUS	600.00	600.00	600.00	600.00	600.00
62-0214-04-00	POSTAGE	600.00	600.00	600.00	600.00	600.00
62-0225-04-00	LANDSCAPING	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00
<b>Subtotal:</b>		<b>9,950.00</b>	<b>9,950.00</b>	<b>9,950.00</b>	<b>9,950.00</b>	<b>9,950.00</b>
62-0305-04-00	MAINTENANCE - CLEANOUT	3,700.00	3,700.00	3,700.00	3,700.00	3,700.00
62-0351-04-00	MISC. MAINTENANCE	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00
62-0371-04-00	LANDSCAPING REPAIR & MAINT	175.00	175.00	175.00	175.00	175.00
62-0372-04-00	IRRIGATIONS SYS REPAIR & MAINT	4,500.00	4,500.00	4,500.00	4,500.00	4,500.00
<b>Subtotal:</b>		<b>10,875.00</b>	<b>10,875.00</b>	<b>10,875.00</b>	<b>10,875.00</b>	<b>10,875.00</b>
62-0403-04-00	INSURANCE	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00
62-0410-04-00	UTILITIES - ELECTRICITY	400.00	400.00	400.00	400.00	400.00
62-0411-04-00	WATER PURCHASES PID	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
62-0413-04-00	UTILITIES TRASH DISPOSAL	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00
62-0421-04-00	PRINTING	1,413.00	1,413.00	1,413.00	1,413.00	1,413.00
62-0422-04-00	COMPUTER PROFESSIONAL SERVICES	362.88	362.88	362.88	362.88	362.88
62-0423-04-00	CONTRACT MOWING	17,500.00	17,500.00	17,500.00	17,500.00	17,500.00
62-0434-04-00	SPECIAL EVENTS	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
62-0436-04-00	IMPROVEMENTS BY CONTRACTORS	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00
62-0446-04-00	LEGAL SERVICES	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
62-0456-04-00	NEWSLETTER	250.00	250.00	250.00	250.00	250.00
62-0469-04-00	STORAGE	720.00	720.00	720.00	720.00	720.00
<b>Subtotal:</b>		<b>62,145.88</b>	<b>62,145.88</b>	<b>62,145.88</b>	<b>62,145.88</b>	<b>62,145.88</b>
62-0511-04-00	PROPERTY TAXES PAID BY PID	15.00	15.00	15.00	15.00	15.00
62-0537-04-00	DALLAS COUNTY TAX COLL SVCS	2,400.00	2,400.00	2,400.00	2,400.00	2,400.00
<b>Subtotal:</b>		<b>2,415.00</b>	<b>2,415.00</b>	<b>2,415.00</b>	<b>2,415.00</b>	<b>2,415.00</b>
<b>Program number:</b>		<b>85,385.88</b>	<b>85,385.88</b>	<b>85,385.88</b>	<b>85,385.88</b>	<b>85,385.88</b>
<b>Department number:</b>	<b>OPERATIONS</b>	<b>85,385.88</b>	<b>85,385.88</b>	<b>85,385.88</b>	<b>85,385.88</b>	<b>85,385.88</b>
<b>Fund number:</b>	<b>62 MEADOWVIEW - PID</b>	<b>85,385.88</b>	<b>85,385.88</b>	<b>85,385.88</b>	<b>85,385.88</b>	<b>85,385.88</b>

\*\*\*\*\* End of Report \*\*\*\*\*

## Agenda Communication

August 24, 2015

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**Consider and discuss an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Millbrook East Public Improvement District.**

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**This request supports the City Council 2015-2016 Policy Agenda.**

**Goal: Healthy, Safe, and Vibrant Community**

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### **Background**

On Monday, August 10, 2015, Council conducted a public hearing on the proposed service plan for Millbrook East Public Improvement District.

Millbrook East is an established subdivision consisting of approximately 46.265 acres in Phase 1 and 17.572 acres Phase 2A and 13.540 acres Phase 2B for a total of 77.377 acres generally located on the south side of Pleasant Run Road east of Houston School Road and west of Bluegrove Road. The subdivision has an approved Public Improvement District (PID) to provide for the maintenance of its common areas and entry features.

Annually the PID board in accordance with the provisions of Chapter 372 of the Texas Local Government Code (the "Act") is required to present an updated five (5) year service and assessment plan. Under the Act, the City is required to hold a public hearing on the proposed assessment and service plan details related to the district and the levy of the assessment.

The PID board is required to establish a maintenance budget. The taxable assessed value within the district is used to determine the rate per \$100 of assessed value necessary to meet the maintenance budget. The County Tax Collector will then collect the district's fees and remit them to the City with our property taxes. The City will disperse the income on a reimbursement basis according to the approved budget.

The Millbrook East PID is proposing an annual assessment of \$0.1800 per \$100 assessed value.

### **Considerations**

- **Operational** - All PID's require the Finance Department maintain a separate account that will be passed on to the district. The PID's should also help ensure that common areas will be maintained without assistance or code enforcement action.
- **Legal** - The notice of public hearing was posted in the publication of record and notices mailed to the property owner of record in accordance with the provisions of Chapter 372 in the Texas Local Government Code. The proposed five year service and assessment plan are in accordance with Chapter 372 of Texas Local Government Code and have reviewed and approved as to form by the City Attorney.

- **Financial** - The PID is not expected to have any direct financial impact on the City. PID's are a mechanism to assure financial sustainability for the neighborhood. They are considered to be a more equitable means of collecting fees. The fiscal year 2015/2016 proposed service plan budget is \$39,917.00 and assessments are proposed at \$0.1800 per one hundred dollars assessed valuation.
- **Public Information** - City Council is required to hold a public hearing to receive comments regarding the annual maintenance and service plan prior to adoption. The public hearing was posted in the local publication of record on July 30, 2015 and notices mailed to property owners as required by Local Government Code Chapter 372.

### **Options/Alternatives**

1. Approve the Service Plan.
2. Reject the Service Plan

### **Recommendation**

Staff recommends approval of the FY2015/2016 Service Plan.

### **Attachments**

- Ordinance
  - Service and Assessment Plan
- 

### **Submitted by:**

Fabrice Kabona, Assistant to the City Manager  
Rona Stringfellow, Assistant City Manager

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, MAKING CERTAIN FINDINGS IN CONNECTION WITH THE PROPOSED SUPPLEMENTAL SERVICES ORDERED IN CONNECTION WITH THE MILLBROOK EAST PUBLIC IMPROVEMENT DISTRICT, PROVIDING FOR: FINDINGS OF BENEFITS ACCRUED, ACCEPTING FIVE YEAR SERVICE PLAN, RECORDING FINAL ASSESSMENT ONTO TAX ROLL, SETTING THE ASSESSMENT LEVY FOR USE AND SUPPORT OF THE PUBLIC IMPROVEMENT DISTRICT, ESTABLISHING A METHOD OF PAYMENT, ASSESSMENT DUE, AND PROVIDING CLAUSES FOR CONFLICT, SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, by Resolution No. 2011-08-69 passed on August 8, 2011, after the conduct of a duly notified public hearing, the City Council established the Millbrook East Public Improvement District (the "District"); and

**WHEREAS**, on August 10, 2015 a public hearing was held and all persons owning or claiming any property proposed to be assessed or any interest therein were given an opportunity to be heard, either in person or through an agent or attorney, and all were given an opportunity to testify before the City Council and to contest the assessments proposed to be made on account of the amount thereof or because of any inaccuracy, irregularity, invalidity or insufficiency of the proceedings or contract with reference thereto, or to such improvements or on account of any matter or thing in the discretion of this governing body and on the 10<sup>th</sup> day of August 2015, the City Council closed the public hearing; and on the 24<sup>th</sup> day of August, 2015 levied assessments against property and the owners thereof in the District; and

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

**SECTION 1.** **BENEFITS ACCRUED:** That the benefits to accrue to the property assessed and to the owners of such property, from the landscape maintenance and other services identified within the Five Year Service Plan, hereby adopted by the City Council, and herewith to be funded from the assessments, exceed the amount which has been assessed.

**SECTION 2.** **ADOPTING SERVICE PLAN:** That the "*Service and Assessment Plan*", labeled herein as *Exhibit "A"* and attached hereto and made a part hereof is hereby adopted.

**SECTION 3.** **RECORD FINAL ASSESSMENT ONTO TAX ROLL:** That the City Manager and his designated representatives are hereby authorized and directed to carry out the terms and provisions of this ordinance by causing the costs outlined in the final assessment roll to be recorded in the Tax Roll, the names of the property owners and in the amounts shown on said final assessment roll; and that all prerequisites to the fixing of the assessments therein against the property described and the fixing of the personal liability of the owner or owners thereof have been performed in due time, form and manner as required by law, and no additional proof shall be required in any court.

**SECTION 4.** PROPERTY CLASSIFICATION AND APPORTIONMENT FORMULAS: The City Council hereby establishes classifications and formulas for the apportionment of costs for various classes of property within the District as follows:

(a) **All residential lots**, for these lots the assessment shall not exceed \$0.18 per \$100 of assessed valuation through the assessment established for fiscal year 2015/2016; and

(b) **Tax exempt property and municipal property**, for these classifications the assessment shall not exceed \$0.00 per \$100 of valuation.

**SECTION 5.** ASSESSMENT LEVY: That for fiscal year 2015/2016 there shall be and is hereby levied and assessed against parcels of property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sum of money set forth for in the “*Service and Assessment Plan*”, labeled herein as *Exhibit “A”* and attached hereto and made a part hereof, shown opposite the description of the respective classification of the parcels of property, and the several amounts assessed against the same, and the owners thereof, with the provision that the amount assessed against each property and respective class of properties as shown in the *Service and Assessment Plan* may be adjusted for years subsequent following an annual review of the budget for the District and the *Service and Assessment Plan*.

**SECTION 6.** METHOD OF PAYMENT: That the method of payment of the assessment shall be in an annual single lump sum payment which shall be immediately due upon receipt of the assessment notice and shall become delinquent on February 1 of the year after receipt of notice. Delinquent assessments are subject to interest, penalties, attorney’s fees and other charges, at the same rate as for the City of Lancaster delinquent ad valorem property taxes.

**SECTION 7.** ASSESSMENT DUE: That a lien shall be established against each affected property within the district on the date the assessment is due, and shall not be released until the assessment is paid in full. This lien is superior to all other liens and claims except liens or claims for the state, county, school district or city ad valorem taxes.

**SECTION 8.** CONFLICT: That this ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Lancaster, Texas, and this ordinance shall not operate to repeal or affect any other ordinance except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

**SECTION 9.** SEVERABILITY: That if any section, subsection, sentence, clause or phrase of this ordinance is for any reason held unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

**SECTION 10.** EFFECTIVE DATE. This ordinance shall take effect immediately from and after its passage and the publication of the caption as the law and charter in such cases provide.

**DULY PASSED** and approved by the City Council of the City of Lancaster, Texas, on the 24<sup>th</sup> day of August 2015.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Sorangel O. Arenas, City Secretary

\_\_\_\_\_  
Marcus E. Knight, Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Robert E. Hager, City Attorney

**EXHIBIT "A"**  
**SERVICE AND ASSESSMENT PLAN**

Account	Description	2016 Budget	2017 Budget	2018 Budget	2019 Budget	2020 Budget
63-0201-04-00	SUPPLIES	600.00	600.00	600.00	600.00	600.00
63-0211-04-00	MISCELLANEOUS	250.00	250.00	250.00	250.00	250.00
63-0214-04-00	POSTAGE	600.00	600.00	600.00	600.00	600.00
Subtotal:		1,450.00	1,450.00	1,450.00	1,450.00	1,450.00
63-0351-04-00	MISC. MAINTENANCE	500.00				
63-0303-04-00	MAINTENANCE-MISCELLANEOUS	1,650.00	1,650.00	1,650.00	1,650.00	1,650.00
63-0351-04-00	MISC. MAINTENANCE		500.00	500.00	500.00	500.00
63-0371-04-00	LANDSCAPING REPAIR & MAINT	500.00	500.00	500.00	500.00	500.00
63-0372-04-00	IRRIGATIONS SYS REPAIR & MAINT	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
Subtotal:		3,650.00	3,650.00	3,650.00	3,650.00	3,650.00
63-0403-04-00	INSURANCE	3,825.00	3,825.00	3,825.00	3,825.00	3,825.00
63-0410-04-00	UTILITIES - ELECTRICITY	350.00	350.00	350.00	350.00	350.00
63-0411-04-00	WATER PURCHASES PID	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00
63-0416-04-00	OTHER PROFESSIONAL SERVICES	720.00	720.00	720.00	720.00	720.00
63-0421-04-00	PRINTING	150.00	150.00	150.00	150.00	150.00
63-0423-04-00	CONTRACT MOWING	16,032.00	16,032.00	16,032.00	16,032.00	16,032.00
63-0437-04-00	AUDIT SERVICES	300.00	300.00	300.00	300.00	300.00
63-0446-04-00	LEGAL SERVICES	500.00	500.00	500.00	500.00	500.00
63-0450-04-00	ADMINISTRATIVE MANAGEMENT FEE	9,600.00	9,600.00	9,600.00	9,600.00	9,600.00
63-0452-04-00	FILING FEES	100.00	100.00	100.00	100.00	100.00
63-0469-04-00	STORAGE	240.00	240.00	240.00	240.00	240.00
Subtotal:		34,817.00	34,817.00	34,817.00	34,817.00	34,817.00
Program number:		39,917.00	39,917.00	39,917.00	39,917.00	39,917.00
Department number: OPERATIONS		39,917.00	39,917.00	39,917.00	39,917.00	39,917.00
Fund number: 63 MILLBROOK EAST PID		39,917.00	39,917.00	39,917.00	39,917.00	39,917.00
***** End of Report *****						

## Agenda Communication

August 24, 2015

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**Consider and discuss an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Rolling Meadows Public Improvement District.**

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**This request supports the City Council 2015-2016 Policy Agenda.**

**Goal: Healthy, Safe, and Vibrant Community**

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### **Background**

On Monday, August 10, 2015, Council conducted a public hearing on the proposed service plan for Rolling Meadows Public Improvement District.

Rolling Meadows is an established subdivision consisting of approximately 38.8 acres generally located on the east and west side of Rolling Hills Place and on the North side of Beltline. The subdivision has an approved Public Improvement District (PID) to provide for the maintenance of its common areas and entry features.

Annually the PID board in accordance with the provisions of Chapter 372 of the Texas Local Government Code (the "Act") is required to present an updated five (5) year service and assessment plan. Under the Act, the City is required to hold a public hearing on the proposed assessment and service plan details related to the district and the levy of the assessment.

The PID board is required to establish a maintenance budget. The taxable assessed value within the district is used to determine the rate per \$100 of assessed value necessary to meet the maintenance budget. The County Tax Collector will then collect the district's fees and remit them to the City with our property taxes. The City will disperse the income on a reimbursement basis according to the approved budget.

The Rolling Meadows PID is proposing an annual assessment of \$0.2500 per \$100 assessed value.

### **Considerations**

- **Operational** - All PID's require the Finance Department maintain a separate account that will be passed on to the district. The PID's should also help ensure that common areas will be maintained without assistance or code enforcement action.
- **Legal** - The notice of public hearing was posted in the publication of record and notices mailed to the property owner of record in accordance with the provisions of Chapter 372 in the Texas Local Government Code. The proposed five year service and assessment p

are in accordance with Chapter 372 of Texas Local Government Code and have been reviewed and approved as to form by the City Attorney.

- **Financial** - The PID is not expected to have any direct financial impact on the City. PID's are a mechanism to assure financial sustainability for the neighborhood. They are considered to be a more equitable means of collecting fees. The fiscal year 2015/2016 proposed service plan budget is \$37,133.00 and assessments are proposed at \$0.2500 per one hundred dollars assessed valuation.
- **Public Information** - City Council is required to hold a public hearing to receive comments regarding the annual maintenance and service plan prior to adoption. The public hearing was posted in the local publication of record on July 30, 2015 and notices mailed to property owners as required by Local Government Code Chapter 372.

### **Options/Alternatives**

1. Approve the Service Plan.
2. Reject the Service Plan

### **Recommendation**

Staff recommends approval of the FY2015/2016 Service Plan.

### **Attachments**

- Ordinance
  - Service and Assessment Plan
- 

### **Submitted by:**

Fabrice Kabona, Assistant to the City Manager  
Rona Stringfellow, Assistant City Manager

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, MAKING CERTAIN FINDINGS IN CONNECTION WITH THE PROPOSED SUPPLEMENTAL SERVICES ORDERED IN CONNECTION WITH THE ROLLING MEADOWS PUBLIC IMPROVEMENT DISTRICT, PROVIDING FOR: FINDINGS OF BENEFITS ACCRUED, ACCEPTING FIVE YEAR SERVICE PLAN, RECORDING FINAL ASSESSMENT ONTO TAX ROLL, SETTING THE ASSESSMENT LEVY FOR USE AND SUPPORT OF THE PUBLIC IMPROVEMENT DISTRICT, ESTABLISHING A METHOD OF PAYMENT, ASSESSMENT DUE, AND PROVIDING CLAUSES FOR CONFLICT, SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, by Resolution No. 2008-08-77 passed on August 25, 2008, after the conduct of a duly notified public hearing, the City Council established the Rolling Meadows Public Improvement District (the "District"); and

**WHEREAS**, on August 10, 2015 a public hearing was held and all persons owning or claiming any property proposed to be assessed or any interest therein were given an opportunity to be heard, either in person or through an agent or attorney, and all were given an opportunity to testify before the City Council and to contest the assessments proposed to be made on account of the amount thereof or because of any inaccuracy, irregularity, invalidity or insufficiency of the proceedings or contract with reference thereto, or to such improvements or on account of any matter or thing in the discretion of this governing body and on the 10<sup>th</sup> day of August, 2015, the City Council closed the public hearing; and on the 24<sup>th</sup> day of August, 2015, levied assessments against property and the owners thereof in the District; and

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

**SECTION 1. BENEFITS ACCRUED:** That the benefits to accrue to the property assessed and to the owners of such property, from the landscape maintenance and other services identified within the Five Year Service Plan, hereby adopted by the City Council, and herewith to be funded from the assessments, exceed the amount which has been assessed.

**SECTION 2. ADOPTING SERVICE PLAN:** That the "*Service and Assessment Plan*", labeled herein as *Exhibit "A"* and attached hereto and made a part hereof is hereby adopted.

**SECTION 3. RECORD FINAL ASSESSMENT ONTO TAX ROLL:** That the City Manager and his designated representatives are hereby authorized and directed to carry out the terms and provisions of this ordinance by causing the costs outlined in the final assessment roll to be recorded in the Tax Roll, the names of the property owners and in the amounts shown on said final assessment roll; and that all prerequisites to the fixing of the assessments therein against the property described and the fixing of the personal liability of the owner or owners thereof have been performed in due time, form and manner as required by law, and no additional proof shall be required in any court.

**SECTION 4.** PROPERTY CLASSIFICATION AND APPORTIONMENT FORMULAS: The City Council hereby establishes classifications and formulas for the apportionment of costs for various classes of property within the District as follows:

- (a) **Residential lots on which construction of a home has been completed**, for these lots the assessment shall not exceed \$0.2500 per \$100 of valuation through the assessment established for fiscal year 2015/2016; and
- (b) **Tax exempt property and municipal property**, for these classifications the assessment shall not exceed \$0.00 per \$100 of valuation.

**SECTION 5.** ASSESSMENT LEVY: That for fiscal year 2015/2016 there shall be and is hereby levied and assessed against parcels of property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sum of money set forth for in the “*Service and Assessment Plan*”, labeled herein as *Exhibit “A”* and attached hereto and made a part hereof, shown opposite the description of the respective classification of the parcels of property, and the several amounts assessed against the same, and the owners thereof, with the provision that the amount assessed against each property and respective class of properties as shown in the *Service and Assessment Plan* may be adjusted for years subsequent following an annual review of the budget for the District and the *Service and Assessment Plan*.

**SECTION 6.** METHOD OF PAYMENT: That the method of payment of the assessment shall be in an annual single lump sum payment which shall be immediately due upon receipt of the assessment notice and shall become delinquent on February 1 of the year after receipt of notice. Delinquent assessments are subject to interest, penalties, attorney’s fees and other charges, at the same rate as for the City of Lancaster delinquent ad valorem property taxes.

**SECTION 7.** ASSESSMENT DUE: That a lien shall be established against each affected property within the district on the date the assessment is due, and shall not be released until the assessment is paid in full. This lien is superior to all other liens and claims except liens or claims for the state, county, school district or city ad valorem taxes.

**SECTION 8.** CONFLICT: That this ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Lancaster, Texas, and this ordinance shall not operate to repeal or affect any other ordinance except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

**SECTION 9.** SEVERABILITY: That if any section, subsection, sentence, clause or phrase of this ordinance is for any reason held unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

**SECTION 10.** EFFECTIVE DATE. This ordinance shall take effect immediately from and after its passage and the publication of the caption as the law and charter in such cases provide.

**DULY PASSED** and approved by the City Council of the City of Lancaster, Texas, on the 24<sup>th</sup> day of August, 2015.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Sorangel O. Arenas, City Secretary

\_\_\_\_\_  
Marcus E. Knight, Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Robert E. Hager, City Attorney

**EXHIBIT "A"**  
**SERVICE AND ASSESSMENT PLAN**

Account	Description	2016 Budget	2017 Budget	2018 Budget	2019 Budget	2020 Budget
57-0211-04-00	MISCELLANEOUS	320.00	320.00	320.00	320.00	320.00
Subtotal:		320.00	320.00	320.00	320.00	320.00
57-0301-04-00	MAINT-BLDGS & STRUCTURES	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00
57-0351-04-00	MISC. MAINTENANCE	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00
57-0371-04-00	LANDSCAPING REPAIR & MAINT	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00
57-0372-04-00	IRRIGATION MAINT & REPAIRS	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
Subtotal:		8,000.00	8,000.00	8,000.00	8,000.00	8,000.00
57-0403-04-00	CASUALTY INSURANCE	3,450.00	3,450.00	3,450.00	3,450.00	3,450.00
57-0407-04-00	TAXES	300.00	300.00	300.00	300.00	300.00
57-0410-04-00	UTILITIES - ELECTRICITY	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00
57-0411-04-00	WATER PURCHASE PID	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
57-0421-04-00	PRINTING	100.00	100.00	100.00	100.00	100.00
57-0423-04-00	CONTRACT MOWING	8,304.00	8,304.00	8,304.00	8,304.00	8,304.00
57-0434-04-00	SPECIAL EVENTS	500.00	500.00	500.00	500.00	500.00
57-0436-04-00	IMPROVEMENTS BY CONTRACTORS	3,259.00	3,259.00	3,259.00	3,259.00	3,259.00
57-0446-04-00	ATTORNEY SERVICES	750.00	750.00	750.00	750.00	750.00
57-0450-04-00	ADMINISTRATIVE MGMT FEE	7,800.00	7,800.00	7,800.00	7,800.00	7,800.00
57-0456-04-00	NEWSLETTER	500.00	500.00	500.00	500.00	500.00
57-0469-04-00	STORAGE FEES	600.00	600.00	600.00	600.00	600.00
Subtotal:		28,313.00	28,313.00	28,313.00	28,313.00	28,313.00
57-0537-04-00	DALLAS COUNTY TAX COLL SVCS	500.00	500.00	500.00	500.00	500.00
Subtotal:		500.00	500.00	500.00	500.00	500.00
Program number:		37,133.00	37,133.00	37,133.00	37,133.00	37,133.00
Department number: OPERATIONS		37,133.00	37,133.00	37,133.00	37,133.00	37,133.00
Fund number: 57 ROLLING MEADOWS - PID		37,133.00	37,133.00	37,133.00	37,133.00	37,133.00
***** End of Report *****						

## Agenda Communication

August 24, 2015

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**Consider and discuss an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Tribute at Mills Branch and Tribute East at Mills Branch Public Improvement District.**

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**This request supports the City Council 2015-2016 Policy Agenda.**

**Goal: Healthy, Safe, and Vibrant Community**

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### **Background**

On Monday, August 10, 2015, Council conducted a public hearing on the proposed service plan for Tribute at Mills Branch and Tribute East at Mills Branch Public Improvement District.

Tribute at Mills Branch is a subdivision of approximately 42.7 acres located south of Beltline Road and east of Southwood Drive and platted as the Tribute at Mills Branch, Phases 1A and 1B, recorded in Volume 2005097, Page 37 and Volume 2005163, Page 183, Deed Records of Dallas County, Texas; and Tribute East at Mills Branch (291 North Blue Grove Road); of approximately 4.64 acres from John M. Rawlins Abstract 1209, pg 245, Tract 8, located south of Beltline Road on the west side of North Bluegrove Road, conveyed to Wilbow Homestead Development Corporation, Volume 2005097, Page 3594 Deed Records of Dallas County, Texas. The subdivision has an approved Public Improvement District (PID) to provide for the maintenance of its common areas and entry features.

Annually the PID board in accordance with the provisions of Chapter 372 of the Texas Local Government Code (the "Act") is required to present an updated five (5) year service and assessment plan. Under the Act, the City is required to hold a public hearing on the proposed assessment and service plan details related to the district and the levy of the assessment.

The PID board is required to establish a maintenance budget. The taxable assessed value within the district is used to determine the rate per \$100 of assessed value necessary to meet the maintenance budget. The County Tax Collector will then collect the district's fees and remit them to the City with our property taxes. The City will disperse the income on a reimbursement basis according to the approved budget.

As this district is not completed, the PID board has proposed an assessment plan for lots with completed homes at a rate of \$0.3600 per \$100 assessed valuation and lots without completed homes at \$0.8000 per \$100 assessed valuation.

### **Considerations**

- **Operational** - All PID's require the Finance Department maintain a separate account that will be passed on to the district. The PID's should also help ensure that common areas will be maintained without assistance or code enforcement action.
- **Legal** - The notice of public hearing was posted in the publication of record and notices mailed to the property owner of record in accordance with the provisions of Chapter 372 in the Texas Local Government Code. The proposed five year service and assessment plan are in accordance with Chapter 372 of Texas Local Government Code and have been reviewed and approved as to form by the City Attorney.
- **Financial** - The PID is not expected to have any direct financial impact on the City. PID's are a mechanism to assure financial sustainability for the neighborhood. They are considered to be a more equitable means of collecting fees. The fiscal year 2015/2016 proposed service plan budget is \$29,423.00 and assessments are proposed at \$0.3600 (lots with homes) per one hundred dollars assessed valuation and \$0.8000 (lots without homes) per one hundred dollars assessed valuation.
- **Public Information** - City Council is required to hold a public hearing to receive comments regarding the annual maintenance and service plan prior to adoption. The public hearing was posted in the local publication of record on July 30, 2015 and notices mailed to property owners as required by Local Government Code Chapter 372.

### **Options/Alternatives**

1. Approve the Service Plan.
2. Reject the Service Plan

### **Recommendation**

Staff recommends approval of the FY2015/2016 Service Plan.

### **Attachments**

- Ordinance
  - Service and Assessment Plan
- 

### **Submitted by:**

Fabrice Kabona, Assistant to the City Manager  
Rona Stringfellow, Assistant City Manager

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, MAKING CERTAIN FINDINGS IN CONNECTION WITH THE PROPOSED SUPPLEMENTAL SERVICES ORDERED IN CONNECTION WITH THE TRIBUTE AT MILLS BRANCH AND TRIBUTE EAST AT MILLS BRANCH PUBLIC IMPROVEMENT DISTRICT, PROVIDING FOR: FINDINGS OF BENEFITS ACCRUED, ACCEPTING FIVE YEAR SERVICE PLAN, RECORDING FINAL ASSESSMENT ONTO TAX ROLL, SETTING THE ASSESSMENT LEVY FOR USE AND SUPPORT OF THE PUBLIC IMPROVEMENT DISTRICT, ESTABLISHING A METHOD OF PAYMENT, ASSESSMENT DUE, AND PROVIDING CLAUSES FOR CONFLICT, SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, by Resolution No. 2006-03-28 passed on March 27, 2006, after the conduct of a duly notified public hearing, the City Council established the Tribute at Mills Branch and Tribute East at Mills Branch Public Improvement District (the "District"); and

**WHEREAS**, on August 10, 2015 a public hearing was held and all persons owning or claiming any property proposed to be assessed or any interest therein were given an opportunity to be heard, either in person or through an agent or attorney, and all were given an opportunity to testify before the City Council and to contest the assessments proposed to be made on account of the amount thereof or because of any inaccuracy, irregularity, invalidity or insufficiency of the proceedings or contract with reference thereto, or to such improvements or on account of any matter or thing in the discretion of this governing body and on the 10<sup>th</sup> day of August, 2015, the City Council closed the public hearing; and on the 24<sup>th</sup> day of August, 2015, levied assessments against property and the owners thereof in the District; and

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

**SECTION 1.** BENEFITS ACCRUED: That the benefits to accrue to the property assessed and to the owners of such property, from the landscape maintenance and other services identified within the Five Year Service Plan, hereby adopted by the City Council, and herewith to be funded from the assessments, exceed the amount which has been assessed.

**SECTION 2.** ADOPTING SERVICE PLAN: That the "*Service and Assessment Plan*", labeled herein as *Exhibit "A"* and attached hereto and made a part hereof is hereby adopted.

**SECTION 3.** RECORD FINAL ASSESSMENT ONTO TAX ROLL: That the City Manager and his designated representatives are hereby authorized and directed to carry out the terms and provisions of this ordinance by causing the costs outlined in the final assessment roll to be recorded in the Tax Roll, the names of the property owners and in the amounts shown on said final assessment roll; and that all prerequisites to the fixing of the assessments therein against the property described and the fixing of the personal liability of the owner or owners thereof have been performed in due time, form and manner as required by law, and no additional proof shall be required in any court.

**SECTION 4.** PROPERTY CLASSIFICATION AND APPORTIONMENT FORMULAS: The City Council hereby establishes classifications and formulas for the apportionment of costs for various classes of property within the District as follows:

(a) **Residential lots on which construction of a home has been completed**, for these lots the assessment shall not exceed \$0.3600 (lots with homes) per \$100 of assessed valuation and \$0.8000 (lots without homes) per \$100 assessed valuation through the assessment established for 2015/2016; and

(b) **Tax exempt property and municipal property**, for these classifications the assessment shall not exceed \$0.00 per \$100 of valuation.

**SECTION 5.** ASSESSMENT LEVY: That for fiscal year 2015/2016 there shall be and is hereby levied and assessed against parcels of property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sum of money set forth for in the “*Service and Assessment Plan*”, labeled herein as *Exhibit “A”* and attached hereto and made a part hereof, shown opposite the description of the respective classification of the parcels of property, and the several amounts assessed against the same, and the owners thereof, with the provision that the amount assessed against each property and respective class of properties as shown in the *Service and Assessment Plan* may be adjusted for years subsequent following an annual review of the budget for the District and the *Service and Assessment Plan*.

**SECTION 6 -** METHOD OF PAYMENT: That the method of payment of the assessment shall be in an annual single lump sum payment which shall be immediately due upon receipt of the assessment notice and shall become delinquent on February 1 of the year after receipt of notice. Delinquent assessments are subject to interest, penalties, attorney’s fees and other charges, at the same rate as for the City of Lancaster delinquent ad valorem property taxes.

**SECTION 7.** ASSESSMENT DUE: That a lien shall be established against each affected property within the district on the date the assessment is due, and shall not be released until the assessment is paid in full. This lien is superior to all other liens and claims except liens or claims for the state, county, school district or city ad valorem taxes.

**SECTION 8.** CONFLICT: That this ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Lancaster, Texas, and this ordinance shall not operate to repeal or affect any other ordinance except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

**SECTION 9.** SEVERABILITY: That if any section, subsection, sentence, clause or phrase of this ordinance is for any reason held unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

**SECTION 10.** EFFECTIVE DATE. This ordinance shall take effect immediately from and after its passage and the publication of the caption as the law and charter in such cases provide.

**DULY PASSED** and approved by the City Council of the City of Lancaster, Texas, on the 24<sup>th</sup> day of August, 2015.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Sorangel O. Arenas, City Secretary

\_\_\_\_\_  
Marcus E. Knight, Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Robert E. Hager, City Attorney

**EXHIBIT "A"**  
**SERVICE AND ASSESSMENT PLAN**

Fund: 55 TRIBUTE MILLS - PID

Department: 4 OPERATIONS

Program:

Period Ending: 7/2015

Account	Description	2016 Budget	2017 Budget	2018 Budget	2019 Budget	2020 Budget
55-0201-04-00	SUPPLIES	300.00	300.00	300.00	300.00	300.00
55-0211-04-00	MISCELLANEOUS EXPENSE	100.00	100.00	100.00	100.00	100.00
55-0214-04-00	POSTAGE	580.00	580.00	580.00	580.00	580.00
Subtotal:		980.00	980.00	980.00	980.00	980.00
55-0371-04-00	LANDSCAPING	591.00	591.00	591.00	591.00	591.00
55-0372-04-00	IRRIGATION SYS MAINT & REPAIR	500.00	500.00	500.00	500.00	500.00
Subtotal:		1,091.00	1,091.00	1,091.00	1,091.00	1,091.00
55-0403-04-00	INSURANCE	2,769.00	2,769.00	2,769.00	2,769.00	2,769.00
55-0410-04-00	UTILITIES - ELECTRICITY	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
55-0421-04-00	PRINTING	39.00	39.00	39.00	39.00	39.00
55-0423-04-00	CONTRACT MOWING	16,044.00	16,044.00	16,044.00	16,044.00	16,044.00
55-0437-04-00	AUDIT SERVICES	300.00	300.00	300.00	300.00	300.00
55-0450-04-00	ADMINISTRATIVE MANAGEMENT FEE	7,200.00	7,200.00	7,200.00	7,200.00	7,200.00
Subtotal:		27,352.00	27,352.00	27,352.00	27,352.00	27,352.00
Program number:		29,423.00	29,423.00	29,423.00	29,423.00	29,423.00
Department number: OPERATIONS		29,423.00	29,423.00	29,423.00	29,423.00	29,423.00
Fund number: 55 TRIBUTE MILLS - PID		29,423.00	29,423.00	29,423.00	29,423.00	29,423.00

\*\*\*\*\* End of Report \*\*\*\*\*

## Agenda Communication

August 24, 2015

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**Conduct a public hearing and discuss an ordinance regarding the proposed revenue increase from levying ad valorem taxes for fiscal year 2015/2016 at \$0.8675 per one hundred dollars assessed valuation of all taxable property within the corporate limits to provide revenues for current maintenance and operation expenses and interest and sinking fund requirements; providing due and delinquent dates; penalties and interest; providing a homestead exemption and disability exemption.**

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**This request supports the City Council 2015-2016 Policy Agenda.**

**Goal: Financially Sound City Government**

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### **Background**

State Truth-in-Taxation law, Local Government Code and the City Charter require that an ordinance levying the ad valorem taxes be read and a public hearing held at a regular or special meeting of the Lancaster City Council.

The current tax rate for fiscal year 2015/2016 is proposed at \$0.8675 per one hundred dollars assessed valuation on taxable property within the corporate limits. These tax dollars provide revenue for current operating and maintenance expenses and interest and sinking fund requirements. The total tax revenue will increase from properties on the tax roll in the preceding tax year by \$1,240,774 or 8.72% (percentage by which the tax rate will be higher than effective tax rate calculated under Chapter 26, Tax Code.) Individual taxes may increase or decrease at a rate greater or lesser depending on the change in the taxable value of each property.

This is the first of two public hearings regarding the proposed tax rate. The second public hearing of the tax rate is scheduled for the August 31, 2015 regular Council Meeting at Lancaster Municipal Center, City Council Chambers located at 211 North Henry Street. The governing body may not adopt the tax rate at either of the public hearings.

The governing body must announce the date, time and place of the meeting at which it will officially vote on the tax rate. The vote on the tax rate is scheduled for Monday, September 14, 2015 at 7:00 p.m. at Lancaster Municipal Center, City Council Chambers located at 211 North Henry Street.

### **Considerations**

- **Operational** – The proposed tax rate of eighty-six seventy-five one thousandths cents (\$0.8675) on each one hundred dollars (\$100.00) assessed value of taxable property to be apportioned and distributed as follows: \$0.6012 for the purpose of maintenance and operations, and \$0.2663 for interest and sinking fund requirements.
- **Legal** - The required notice and vote are being held in accordance with state law and the City Charter. The ordinance has been reviewed and approved as to form by the City Attorney.
- **Financial** - The proposed tax rate is to cover the cost of the maintenance and operations and interest and sinking fund requirements.
- **Public Information** - Public notices were published in the official City publication of record, Focus Daily News on the City of Lancaster website. Information regarding the proposed tax rate is being made available in accordance with state law and the City Charter.

### **Options/Alternatives**

Announce date, time, and location of second public hearing and final vote.

### **Recommendation**

Staff recommends Council close the public hearing, and announce the date, time and location of the second public hearing and final vote. The second public hearing is Monday, August 31, 2015 7:00 p.m. at the Lancaster Municipal Center, Council Chambers, 211 North Henry Street, Lancaster, Texas and the vote is scheduled for Monday, September 14, 2015, 7:00 p.m. at the Lancaster Municipal Center, Council Chambers, 211 North Henry, Lancaster, Texas.

### **Attachments**

- Ordinance

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**Submitted by:**  
Rona Stringfellow, Assistant City Manager

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS LEVYING AD VALOREM TAXES FOR FISCAL YEAR 2015/2016 AT \$0.8675 PER ONE HUNDRED DOLLARS ASSESSED VALUATION OF ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS TO PROVIDE REVENUES FOR CURRENT MAINTENANCE AND OPERATIONAL EXPENSES AND INTEREST AND SINKING FUND REQUIREMENTS; PROVIDING DUE AND DELINQUENT DATES; PENALTIES AND INTEREST; PROVIDING A HOMESTEAD EXEMPTION AND DISABILITY EXEMPTION; AND PROVIDING AN EFFECTIVE DATE.**

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

**RECITALS: On Monday, August 24, 2015 and August 31, 2015 City Council read the ordinance and conducted a public hearing to receive comment regarding the proposed ad valorem tax rate of \$0.8675 per one hundred dollars assessed valuation. # of comments was received on August 24, 2015 and # of comments was received on August 31, 2015. The public hearing and meetings were noticed in accordance with the Texas Open Meetings Act, Tax Code, Truth-In-Taxation and Lancaster Home Rule Charter.**

**SECTION 1.** There be and is hereby levied for the fiscal year 2015/2016 on all taxable property, real, personal and mixed, situated within the corporate limits of the City of Lancaster, Texas, and not exempt by the Constitution of the State and valid State laws, a tax of eighty-six and seventy-five one thousandths cents (\$0.8675) on each one hundred dollars (\$100.00) assessed value of taxable property, and shall be apportioned and distributed as follows: **\$0.6012 for the purpose of paying maintenance and operation, and, defraying the expenses of current operations, and \$0.2663 for interest and sinking fund requirements of the** municipal government of the City.

**SECTION 2. THAT THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS AND INTEREST AND SINKING FUND REQUIREMENTS THAN LAST YEAR'S TAX RATE.**

**SECTION 3. THAT THE TAX REVENUE WILL INCREASE FROM PROPERTIES ON THE TAX ROLL IN THE PRECEDING TAX YEAR BY 8.72% (PERCENTAGE BY WHICH TAX RATE WILL BE HIGHER THAN EFFECTIVE TAX RATE CALCULATED UNDER CHAPTER 26, TAX CODE.)**

**SECTION 4.** All ad valorem taxes shall become due and payable on October 1, 2015, and all ad valorem taxes for fiscal year 2014/2015 shall become delinquent after January 31, 2016. If any person fails to pay the ad valorem taxes on or before the 31st day of January 2016, the penalties and interest as set forth under Section 33.01 of the Texas State Property Tax Code shall apply.

**SECTION 5.** Taxes are payable to the Dallas County Tax Assessor-Collector, Records Building, Dallas, Texas, by contract dated November 12, 2001 and amended April 2014. The City shall have available all the rights and remedies provided by law for the enforcement of the collection of taxes levied under this ordinance.

**SECTION 6.** The tax rolls as presented to the City Council, together with any supplement thereto, be and the same are hereby approved.

**SECTION 7.** All delinquent taxes shall accrue interest at the rate of one percent (1%) per month, in addition to the penalties provided for herein. All taxes that remain delinquent on July 1st of the year in which they become delinquent shall incur an additional penalty to defray costs of collection, of an amount not to exceed 20% of the amount of taxes, penalty and interest due.

**SECTION 8.** In accordance with the Texas State Property Tax Code, and effective with the passage of the ordinance, there is hereby provided an exemption of \$30,000 on homestead property for those head-of-household persons who have attained the age of 65 years prior to January 1, 2016 and an exemption of \$30,000 on disability designations.

**SECTION 9.** This Ordinance shall become effective upon its adoption as the law in such cases provides.

**SECTION 10.** All recitals are incorporated herein by reference as if fully written.

**DULY PASSED** by the City Council of the City of Lancaster, Texas, on this the 14<sup>th</sup> day of September 2015.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Sorangel O. Arenas, City Secretary

\_\_\_\_\_  
Marcus E. Knight, Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Robert E. Hager, City Attorney

# LANCASTER CITY COUNCIL

Item 14

## Agenda Communication

August 24, 2015

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**Conduct a public hearing and discuss an ordinance regarding the proposed fiscal year 2015/2016 budget for the fiscal year beginning October 1, 2015 and ending September 30, 2016; providing that expenditures for said fiscal year shall be in accordance with said budget.**

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This request supports the City Council 2015-2016 Policy Agenda.

**Goal: Financially Sound City Government**

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### **Background**

State Truth-in-Taxation and the City Charter require the City of Lancaster to conduct a public hearing on the proposed annual budget. The proposed total tax rate required to provide revenue for maintenance and operations and interest and sinking fund requirements is \$0.8675 cents per \$100 assessed valuation. The approval of the proposed ordinance will adopt the FY 2015/2016 budget and appropriate necessary funds for the City's operation, maintenance and debt service requirements.

The proposed budget was presented to the Lancaster City Council at work sessions held on Monday, August 3, August 10, and August 17, 2015.

This is the first of two public hearings on the proposed budget. The second and final public hearing is scheduled for August 31, 2015 and consideration for adoption of the proposed budget is scheduled on Monday, September 14, 2015 at the Lancaster City Council Regular Meeting. A copy of the proposed budget is available for public review in the City Secretary's office.

### **Considerations**

- **Operational** - The proposed tax rate is \$0.8675 per \$100 assessed valuation to be assessed on taxable property to generate revenues for the maintenance, operations, interest and sinking fund requirements. The proposed maintenance and operations fund requirements (\$0.6012) and the interest and sinking fund requirements (\$0.2663) will remain the same.
- **Legal** - The ordinance has been reviewed and approved as to form by the City Attorney.
- **Financial** - The proposed budget is a plan for revenues and expenditures related to the operations of the City.

- **Public Information** - Notice regarding the public hearing was posted in accordance with state law in the City's newspaper of record, Focus Daily News and on the City of Lancaster website.

### **Options/Alternatives**

Close the public hearing and announce date, time, and location of the final public hearing set for Monday, August 31, 2015 and vote on the proposed FY 2015-2016 budget Monday, September 14, 2015 at 7:00 p.m. at Lancaster Municipal Center, Council Chambers 211 North Henry Street, Lancaster, Texas.

### **Recommendation**

Staff recommends closing the public hearing and announcing the final public hearing will be held on Monday, August 31, 2015 at 7:00 p.m. and vote will be held on Monday, September 14, 2015 at 7:00 p.m. at Lancaster Municipal Center Council Chambers located at 211 North Henry Street, Lancaster, Texas.

### **Attachments**

- Ordinance
- 

### **Submitted by:**

Rona Stringfellow, Assistant City Manager

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING AND ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2015 AND ENDING SEPTEMBER 30, 2016; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE IN ACCORDANCE WITH SAID BUDGET; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Manager of the City of Lancaster has submitted to the City Council a proposed budget of the revenues and expenditures for conducting the affairs of the City and providing a complete financial plan for fiscal year 2015-2016; and

**WHEREAS**, the City Council has received the City Manager's proposed budget, a copy of which proposed budget has been filed with the City Secretary of the City of Lancaster;

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

**SECTION 1.** That the Budget of the revenues and expenditures necessary for conducting the affairs of the City of Lancaster and providing a financial plan for the ensuing fiscal year beginning October 1, 2015 and ending September 30, 2016, as submitted by the City Manager, be and the same is hereby adopted as the Budget of the City of Lancaster for the fiscal year beginning October 1, 2015 and ending September 30, 2016.

**SECTION 2.** That the appropriation for the fiscal year including the budgets of the Lancaster Economic Development Corporation (Type A) and Lancaster Recreational Development Corporation (Type B), which are hereby approved beginning October 1, 2015, and ending September 30, 2016, for the various funds and purposes of the City of Lancaster, which is attached hereto and incorporated herein as Exhibit A and is summarized as follows:

<b>Fund</b>	<b>2015-2016 Budget Expenditures</b>
General Fund	\$22,161,564
G.O. Debt Service	\$4,402,227
WaterWastewater	\$13,169,541
Airport	\$503,796
HotelMotel	\$50,739
LEDC/4A	\$1,009,443
LRDC/4B	\$2,783,658
Golf Course	\$120,526
Sanitation	\$1,744,850
E911	\$216,973
Stormwater	\$1,370,254
<b>Total</b>	<b>\$ 47,533,571</b>

**SECTION 3.** Those expenditures during the fiscal year shall be made in accordance with the budget approved by this ordinance and made part hereof for all purposes unless otherwise authorized by a duly enacted ordinance of the City.

**SECTION 4.** That all notices and public hearings required by law have been duly completed.

**SECTION 5.** That all provisions of the ordinances of the City of Lancaster in conflict with the provisions of this ordinance be and the same are hereby repealed, and all other provisions of the ordinances of the City of Lancaster not in conflict with the provisions of this ordinance shall remain in full force and effect.

**SECTION 6.** That should any sentence, paragraph, subdivision, clause, phase or section of this ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional.

**DULY PASSED** and approved by the City Council of the City of Lancaster, Texas, on this the 14<sup>th</sup> day of September 2015.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Sorangel O. Arenas, City Secretary

\_\_\_\_\_  
Marcus E. Knight, Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Robert E. Hager, City Attorney

# CITY-WIDE OPERATING FUND TOTALS

Fund Summary as of: 8/3/2015

TOTAL REVENUES		2013	2014	2015		2016
Fund Number	Fund	Actual	Actual	Year to Date	Budget	Proposed
1	General Fund	19,574,245	19,763,066	19,218,776	20,788,409	21,313,275
2	G.O. Debt Service	4,145,322	5,135,587	4,504,646	4,372,465	4,971,115
5	WaterWastewater	15,048,278	15,022,936	13,649,398	14,929,217	14,280,548
9	Airport	427,713	459,379	283,033	464,290	467,090
14	HotelMotel	116,422	109,760	104,050	50,416	75,525
16	LEDC/4A	972,876	971,839	829,219	900,190	900,190
17	LRDC/4B	2,892,972	2,674,387	2,286,783	2,518,137	2,365,700
18	Golf Course	95,072	83,154	56,027	100,164	106,282
19	Sanitation	2,211,263	2,231,290	1,903,284	1,732,557	1,925,379
20	HAP	1,361,565	247	-	-	-
21	E911	273,738	294,178	231,698	215,984	229,984
53	Stormwater	1,335,696	1,463,130	1,242,910	1,400,000	1,460,000
Total		\$ 48,455,161	\$ 48,208,954	\$ 44,309,823	\$ 47,471,829	\$ 48,095,088

TOTAL EXPENDITURES		2013	2014	2015		2016
Fund Number	Fund	Actual	Actual	Year to Date	Budget	Proposed
1	General Fund	19,152,017	19,963,428	19,012,593	21,344,213	22,161,564
2	G.O. Debt Service	4,461,349	5,090,139	2,803,796	4,209,523	4,402,227
5	WaterWastewater	10,007,041	12,986,441	10,478,586	13,044,608	13,169,541
9	Airport	432,236	446,587	384,154	522,032	503,796
14	HotelMotel	47,252	43,812	34,863	50,358	50,739
16	LEDC/4A	692,267	699,423	528,493	899,269	1,009,443
17	LRDC/4B	3,525,293	2,725,452	2,408,495	3,121,107	2,783,658
18	Golf Course	89,015	149,605	51,054	99,877	120,526
19	Sanitation	2,041,983	2,345,027	1,925,619	1,594,850	1,744,850
20	HAP	2,110,768	3,626	-	-	-
21	E911	55,913	486,727	127,846	126,681	216,973
53	Stormwater	1,115,600	1,153,419	1,039,918	1,266,376	1,370,254
Total		\$ 43,730,735	\$ 46,093,685	\$ 38,795,417	\$ 46,278,893	\$ 47,533,571

Net Gain (Loss)	\$ 4,724,426	\$ 2,115,269	\$ 5,514,406	\$ 1,192,936	\$ 561,517
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