



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



Monday, August 8, 2016 - 7:00 PM

CALL TO ORDER

INVOCATION: Ministerial Alliance

PLEDGE OF ALLEGIANCE: Councilmember Nina Morris

PROCLAMATION: LISD School Board Members

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.

ACTION:

1. Administer Oath of Office, present Certificate of Election, and seat newly elected council member.

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.

2. Consider approval of minutes from the City Council Regular Meeting held on June 13, 2016.
3. Discuss and consider a resolution approving the terms and conditions of an Interlocal Agreement with the cities of Duncanville, DeSoto, and Cedar Hill to share a Regional Emergency Management Operations Coordinator.
4. Discuss and consider a resolution approving the terms and conditions of an interlocal agreement by and between the City of Lancaster and Dallas County Department of Health and Human Services to provide certain health services.
5. Discuss and consider a resolution approving the terms and conditions of an interlocal agreement by and between the City of Lancaster and Dallas County Department of Health and Human Services to provide certain food establishment inspections and environmental services.

6. Discuss and consider a resolution authorizing the City Manager or designee to undertake mosquito abatement methods; providing for the City Manager or designee to authorize and enter into an interlocal agreement with Dallas County for Aerial Spraying in the 2015-2016 and 2016-2017 Vector Seasons if promulgated by the Dallas County Judge.
7. Discuss and consider a resolution approving the terms and conditions of a professional services agreement with The Retail Coach for the development of a Retail Recruitment Strategy.
8. Discuss and 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.
9. Consider a resolution adopting the City of Lancaster Proposed Budget Calendar for Fiscal Year 2016/2017.

PUBLIC HEARING:

10. Conduct a public hearing and Consider a resolution of the City Council of the City of Lancaster establishing the Pleasant Run Estates Phase 1-A Public Improvement District and taking certain other actions concerning the district.

ACTION:

11. Discuss and consider a resolution authorizing the City Manager to execute an economic development agreement pursuant to Chapter 380, Texas Local Government Code, by and between the City of Lancaster and I-20 Commerce Center, LLC.
12. Discuss and consider a resolution ratifying the terms and conditions of an incentive grant by and between the Lancaster Economic Development Corporation and I-20 Commerce Center, LLC.
13. Discuss the proposed FY 2016-2017 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.

EXECUTIVE SESSION:

14. City Council shall convene into closed executive session pursuant to Section 551.072, Texas Gov't Code to deliberate the sale, acquisition or exchange of real property located east of Dallas Avenue, South of Pleasant Run Road, North of Beltline and West of Lancaster-Hutchins Road.
15. Reconvene into open session. Consider and take appropriate action(s), if any, on closed/executive session matters.

ADJOURNMENT

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

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

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

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

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

CONFORME A LA SECCION 30.07 DEL CODIGO PENAL (TRASPASAR PORTANDO ARMAS DE FUEGO AL AIRE LIBRE CON LICENCIA) PERSONAS CON LICENCIA BAJO DEL SUB-CAPITULO H, CAPITULO 411, CODIGO DE GOBIERNO (LEY DE PORTAR ARMAS), NO DEBEN ENTRAR A ESTA PROPIEDAD PORTANDO UN ARMA DE FUEGO AL AIRE LIBRE.

Certificate

I hereby certify the above Notice of Meeting was posted at the Lancaster City Hall on August 5, 2016 @ 5:45 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

City Council Regular Meeting

Item 1.

Meeting Date: 08/08/2016

Policy Statement: This request supports the City Council 2016-2017 Policy Agenda.

Submitted by: Sorangel O. Arenas, City Secretary

Agenda Caption:

Administer Oath of Office, present Certificate of Election, and seat newly elected council member.

Background:

The newly elected councilmember will be given the Oath of Office and presented with a Certificate of Election.

LANCASTER CITY COUNCIL

City Council Regular Meeting

Item 2.

Meeting Date: 08/08/2016

Policy Statement: This request supports the City Council 2016-2017 Policy Agenda

Submitted by: Sorangel O. Arenas, City Secretary

Agenda Caption:

Consider approval of minutes from the City Council Regular Meeting held on June 13, 2016.

Background:

Attached for your review and consideration are minutes from the City Council Regular Meeting held on June 13, 2016.

Attachments

Minutes

MINUTES

LANCASTER CITY COUNCIL MEETING OF JUNE 13, 2016

The City Council of the City of Lancaster, Texas, met in a called Regular session in the Council Chambers of City Hall on June 13, 2016 at 7:00 p.m. with a quorum present to-wit:

Councilmembers Present:

Mayor Marcus E. Knight
Deputy Mayor Pro Tem Stanley Jaglowski
Mayor Pro Tem Carol Strain-Burk
Marco Mejia
Clyde C. Hairston
Nina Morris

City Staff Present:

Opal Mauldin-Robertson, City Manager
Rona Stringfellow, Assistant City Manager
Kay Brown, Community Relations Coordinator
Dori Lee, Human Resources Director
Ed Brady, Director of Economic Development
Jermaine Sapp, Equipment and Facilities Director
Sean Johnson, Managing Director of Quality of Life & Cultural Services
Baron Sauls, Finance Director
Sam Urbanski, Interim Police Chief
Robert Franklin, Fire Chief
Fabrice Kabona, Assistant to the City Manager
Alton Dixon, Purchasing Manager
Mark Divita, Airport Manager
Brad Boulton, Assistant Police Chief
Joe White, Streets & Stormwater Foreman
Sorangel O. Arenas, City Secretary

Call to Order:

Mayor Knight called the meeting to order at 7:00 p.m. on June 13, 2016.

Invocation:

Pastor Jones gave the invocation.

Pledge of Allegiance:

Deputy Mayor Pro Tem Jaglowski led the pledge of allegiance.

Proclamation:

Mayor Knight proclaimed June 19th to be Juneteenth Celebration Day and invited all citizens to join the City of Lancaster and the Best Southwest Cities of DeSoto, Duncanville, and Cedar Hill inco-sponsoring a Juneteenth Celebration on Saturday, June 18, 2016 in DeSoto, Texas.

Mayor Knight proclaimed the month of July as "National Recreation and Park Association" ("NRPA") month and encouraged all citizens to join in recognizing the important role of parks and recreation in the City of Lancaster.

Citizens' Comments:

Rishunddyn Luller, 520 N. Dallas Avenue, shared information on services provided to the citizens by the World Harvest Ministries and World Harvest Council of Government. She stated that the organization provides the following assistance: pledge assistance letters for individuals that need 30-45 extra days to pay the electric bill; Food Pantry on Wednesdays (10:00 am – 1:00 pm) and Friday (10:00 am – 5:00 pm); and the Clothes Closet to assist families with clothes and furniture.

Kay Brown, 211 N. Henry Street, shared that on May 22-23, 2016 the city participated in the Relay for Life event which included a city-wide team with staff and citizens. The purpose was to raise funds for education and research of cancer. Ms. Brown stated that the goal was to reach \$1000.00 and with a \$500.00 donation from Frost Bank and Lancaster Officer Association the goal was surpassed with a total of \$2000.00. Donations are still being accepted through August 31, 2016 at relay.acsevents.org. She also shared that Juneteenth Celebration is Saturday, June 18, 2016 at Grimes Park, 501 E. Wintergreen Road, DeSoto, gates open at 4:30 p.m. with entertainment beginning at 6:00 p.m. The event is co-sponsored by the cities of DeSoto, Duncanville, Cedar Hill, and Lancaster and which will include family-friendly games, food, and activities.

Consent Agenda:

City Secretary Arenas read the consent agenda.

- C1. Consider approval of minutes from the City Council Special Meeting held on May 2, 2016; City Council Regular Meeting held on May 9, 2016; and City Council Special Work Session held on May 17, 2016.**
- C2. Consider a resolution approving the terms and conditions of a Special Election contract and Election Services Agreement with Dallas County Elections to conduct a Special Election for the election of one Councilmember for District 4 to fill an unexpired term to be held on Saturday, August 6, 2016.**

Considere una resolución aprobando los términos y condiciones del Contrato y Servicios para la Elección Especial del Condado de Dallas Elecciones para llevar a cabo una elección especial para la elección de un Concejal por el Distrito 4 para llenar un término no vencido, que se celebrará el sábado, 6 de agosto 2016.

- C3. Consider a resolution authorizing the City Manager to lease and assign on behalf of the city of Lancaster for T-hangar and T-spot non-commercial leases and assignments and assumptions for ground leases at the Lancaster Regional Airport from July 1, 2016 to June 30, 2017.**
- C4. Consider a resolution ratifying submission of applications to Dallas County for funding under the Fiscal Year 2016 U.S. Department of Housing and Urban Development, Community Development Block Grant (CDBG) Program for reconstruction of existing roadway: Lindenwood Boulevard from Dewberry to John Street and Percy Street from Cedardale Road to Lyle Street as primary project(s).**
- C5. Discuss and consider amending Ordinance 2014-06-07, adding Article 6.12000, Sections 6.12.001, Single-Family and Duplex Rental Property Regulations.**
- C6. Consider a resolution authorizing Dallas county to resell 908 Lancaster-Hutchins Rd, a tax foreclosed property, by public or private sell, to the highest qualified purchaser, as provided by Section 34.05 of the Texas Property Tax code.**
- C7. Discuss and consider an ordinance amending Chapter 1, Article 1, Section 1.01.009 of the Lancaster Code of Ordinance General Penalty for Violations of Code to increase fine and charges assessed for illegal dumping.**

MOTION: Councilmember Mejia made a motion, seconded by Mayor Pro Tem Strain-Burk, to approve consent items C1-C7 excluding items C3, C6, and C7. The vote was cast 6 for 0 against.

- C3. Consider a resolution authorizing the City Manager to lease and assign on behalf of the city of Lancaster for T-hangar and T-spot non-commercial leases and assignments and assumptions for ground leases at the Lancaster Regional Airport from July 1, 2016 to June 30, 2017.**

Deputy Mayor Pro Tem Jaglowski shared that the T-spot lease is not naming the correct individual to attest to the lease.

City Manager Mauldin-Robertson shared that discussion was made with Deputy Mayor Pro Tem Jaglowski about the correction needed. She shared that the lease form was approved by the City Attorney and the typo will be corrected to reflect our current City Secretary, Sorangel Arenas, versus the previous City Secretary, Dolle Downe.

Deputy Mayor Pro Tem Jaglowski inquired since the lease has not been corrected and provided, can the item still be considered for approval.

City Manager Mauldin-Robertson advised that the attachment is the form which contains the content of the language that has been previously approved. She shared that this item is brought forth for consideration to continue the process with the approval of the form that has been approved by the City Attorney with the language related to the lease and the terms of our leases. Also, she stated that the City Secretary can attest to her signatures and all the leases have the correct names on the leases.

Mayor Knight shared that as a governing body the item may be approved with the terms associated with the document.

Deputy Mayor Pro Tem Jaglowski stated that he does not have an issue approving the item but revealed his concern about information not being provided correctly.

City Manager Mauldin-Robertson suggested to table item C3 to the next council meeting meanwhile this item has been previously approved authorizing the City Manager to sign leases through June 30, 2016.

Mayor Pro Tem Strain-Burk suggested making a motion to include the correction of the City Secretary's name to approve consent item 3.

MOTION: Mayor Pro Tem Strain-Burk made a motion, seconded by Councilmember Hairston, to approve consent item C3 with the recommended change. The vote was cast 6 for 0 against.

C6. Consider a resolution authorizing Dallas county to resell 908 Lancaster-Hutchins Rd, a tax foreclosed property, by public or private sell, to the highest qualified purchaser, as provided by Section 34.05 of the Texas Property Tax code.

Mayor Pro Tem Strain-Burk pulled item to discuss ensuring the proper permits are in place prior to renovation.

MOTION: Mayor Pro Tem Strain-Burk made a motion, seconded by Deputy Mayor Pro Tem Jaglowski, to approve consent item C6. The vote was cast 6 for 0 against.

C7. Discuss and consider an ordinance amending Chapter 1, Article 1, Section 1.01.009 of the Lancaster Code of Ordinance General Penalty for Violations of Code to increase fine and charges assessed for illegal dumping.

Councilmember Mejia stated that illegal dumping is a major concern and applauds that the fine and charges assessed for illegal dumping are increased.

MOTION: Mayor Pro Tem Strain-Burk made a motion, seconded by Deputy Mayor Pro Tem Jaglowski, to approve consent item C7. The vote was cast 6 for 0 against.

8. Consider an ordinance amending Ordinance 2016-03-03 granting a franchise agreement for the collection and removal of commercial solid waste and recycling to Republic Waste Services of Texas Ltd., by amending Section 1.

City Manager Mauldin-Robertson stated that item 8 is for the reading into the record of the franchise agreement with Republic Waste Services to amend Section 1 of the ordinance granting the franchise agreement by removing the statement “commercial properties.” She shared that there is currently a provider that has exclusive authority for commercial properties and a franchise agreement is allowed to be removed from industrial premises and development projects only within the City.

MOTION: Deputy Mayor Pro Tem Jaglowski made a motion, seconded by Mayor Pro Tem Strain-Burk, to approve item 8. The vote was cast 6 for 0 against.

9. Consider a resolution approving an Interlocal agreement with the North Central Texas Council of Government (NCTCOG) for reimbursement of Grant funds for the Litter and Illegal Dumping Cleanup project.

City Manager Mauldin-Robertson shared that item 9 was on December 14, 2015 agenda to approve the filing of a grant application with NCTCOG for the Litter and Illegal Dumping Cleanup project. The City of Lancaster has been awarded the grant in the amount not to exceed \$156,451.00. Staff is requesting authorization to sign the grant to for the ability to reduce illegal dumping, by purchasing a truck and trailer to collect illegally dumped brush/bulky items year-around throughout the city. Additionally, the city will also expand the public education outreach efforts to promote community cleanup events and educate citizens on the dangers of illegal dumping.

Director Sapp shared that the truck to be purchased is an International 4300, single-axle, with a 38-foot eject trailer will be equipped with a PTO Pump to eject the waste.

MOTION: Mayor Pro Tem Strain-Burk made a motion, seconded by Mayor Pro Tem Jaglowski, to approve item 9. The vote was cast 6 for 0 against.

Executive Session:

10. City Council shall convene into closed executive pursuant to Section 551.072 of the Texas Government Code, discuss and deliberate the acquisition, purchase, exchange, lease or value of real property as deliberation in this open meeting would have a detrimental effect of the position of the City of Lancaster in negotiations with third persons.

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

The City Council recessed for Executive Session at 7:35 p.m. and reconvened into open session at 8:14 p.m. No action was taken following Executive Session.

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

The meeting was adjourned at 8:14 p.m.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

LANCASTER CITY COUNCIL

City Council Regular Meeting

Item 3.

Meeting Date: 08/08/2016

Policy Statement: This request supports the City Council 2016-2017 Policy Agenda.

Goal(s): Healthy, Safe & Vibrant Community

Submitted by: Rob Franklin, Fire Chief

Agenda Caption:

Discuss and consider a resolution approving the terms and conditions of an Interlocal Agreement with the cities of Duncanville, DeSoto, and Cedar Hill to share a Regional Emergency Management Operations Coordinator.

Background:

Currently the duties of emergency preparedness for the City are being performed by the Fire Chief. These duties include: preparing and updating the City's emergency management plan and the 22 departmental operational plans, developing and conducting the City's annual emergency exercises, preparedness training for the City Employees, attending State and Regional meetings and public information activities.

Operational Considerations:

The Best Southwest Cities of: Cedar Hill, Duncanville, and DeSoto have been coordinating on emergency management since 2010. The City of Duncanville will be the employer and has agreed to office the employee in their fire administrative offices. The regional employee would maintain all four cities' emergency plans, conduct emergency exercises, attend State and Regional meetings, coordinate emergency training, and conduct public education activities as well as other preparedness activities.

Legal Considerations:

The City Attorney has reviewed the resolution and the agreement, and approved as to form.

Public Information Considerations:

This item is being considered at a meeting of the City Council noticed in accordance with the Texas Open Meetings Act.

Fiscal Impact:

The cost to the City of Lancaster is one of four portions equally divided in an amount not to exceed \$32,998.50 for the fiscal year 2016-2017, and a one-time portion of \$10,000.00 for purchase of a vehicle.

Options/Alternatives:

1. Approve the proposed resolution.
2. Reject the resolution.

Recommendation:

Staff recommends approval of the resolution as presented.

Attachments

Resolution

Exhibit A (Interlocal Agreement)

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF DESOTO, TEXAS, ("DESOTO"), THE CITY OF DUNCANVILLE, TEXAS, ("DUNCANVILLE"), THE CITY OF CEDAR HILL, TEXAS ("CEDAR HILL") AND THE CITY OF LANCASTER, TEXAS ("LANCASTER"), WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A", FOR SERVICES RELATED TO SHARED REGIONAL EMERGENCY MANAGEMENT OPERATIONS COORDINATOR POSITION; AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Participating Cities desire to enter into an Interlocal Cooperation Agreement to provide for the use of a Regional Emergency Management Operations Coordinator to coordinate and manage an emergency preparedness program and regional disaster resource assistance plan; and

WHEREAS, Chapter 791 of the Texas Government Code provides authorization for local governments to contract with one another to provide governmental functions and services; and

WHEREAS, it is mutually advantageous for the Participating Cities to enter into the Interlocal Corporation agreement, which is attached hereto and incorporated herein as Exhibit "A", and authorizing the City Manager to execute said Agreement.

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

SECTION 1. The City Council hereby authorizes, approves and accepts the terms and conditions of the Interlocal Agreement by and between Participating Cities for the Interlocal agreement relating to the Regional Emergency Management Operations Coordinator, which is attached hereto and incorporated herein by reference as Exhibit "A"; and, the Mayor is hereby authorized to execute said Agreement.

SECTION 2. That should any part of this resolution be held to be invalid for any reason, the remainder shall not be affected hereby, and such remaining positions are hereby declared to be severable.

SECTION 3. That this resolution shall take effect immediately from and after its passage, as the law and charter in such cases provide.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 8th day of August, 2016.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

EXHIBIT "A"

**INTERLOCAL COOPERATION AGREEMENT FOR
REGIONAL EMERGENCY MANAGEMENT OPERATIONS COORDINATOR**

This Agreement is made and entered into by and among the City of DeSoto, Texas, ("DeSoto"), the City of Duncanville, Texas, ("Duncanville"), the City of Cedar Hill, Texas ("Cedar Hill") and the City of Lancaster, Texas ("Lancaster") (hereinafter collectively referred to as the "Participating Cities") acting by and through their authorized officers.

WHEREAS, the Participating Cities desire to enter into an Interlocal Cooperation Agreement to provide for the use of a Regional Emergency Management Operations Coordinator to coordinate and manage an emergency preparedness program and regional disaster resource assistance plan; and

WHEREAS, Chapter 791 of the Texas Government Code provides authorization for local governments to contract with one another to provide governmental functions and services; and

WHEREAS, it is mutually advantageous for the Participating Cities to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and on the terms and conditions hereinafter set forth and for other valuable considerations the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

**ARTICLE I
PURPOSE**

The purpose of this Agreement is to provide for the hiring, supervision, duties, discipline and compensation of a person to be employed as the Regional Emergency Management Operations Coordinator in accordance with the terms and provisions hereof.

**ARTICLE II
TERM**

2.1 This Agreement shall be for a term of one (1) year beginning on the last date of execution (the "Effective Date"). This Agreement shall automatically renew for successive periods of one (1) year under the terms and conditions stated herein, unless superseded by another agreement or terminated as provided herein.

2.2 A Participating City may terminate its participation in this Agreement by providing thirty (30) days prior written notice after the City of Duncanville provides the budget

estimate on April 1st to the Participating Cities, to provide adequate time for participating cities to budget for Emergency Management-related costs for the next budget year. The written notice of intent to terminate shall be delivered to the City Managers of the Participating Cities by certified mail, return receipt requested, or hand delivery, with a copy to the Fire Chief of the City of Duncanville. Termination by one or more parties to this Agreement does not affect the Agreement as it applies to the remaining parties, and shall continue to apply to the remaining parties until terminated by the those parties. Notwithstanding, the financial obligation of the terminating Participating City shall continue until the expiration of the then-current fiscal year.

ARTICLE III REGIONAL EMERGENCY MANAGEMENT OPERATIONS COORDINATOR

3.1 General. A qualified person shall be retained, hired and employed to serve under the direction and supervision of the Fire Chief of the City of Duncanville to serve as the Regional Emergency Management Operations Coordinator (REMOC) for all Participating Cities. The Fire Chief shall have the authority to hire, supervise, direct, evaluate, discipline, discharge and terminate the REMOC. The REMOC shall be an employee of the City of Duncanville and shall be bound by Duncanville's personnel policies, manuals and directives, but in no event shall the REMOC be regarded, treated or considered to be a classified employee of the civil service system of Duncanville or any other Participating City.

3.2 Services. The REMOC shall perform the duties and functions as stated in the job description attached hereto and, by this reference, incorporated herein as if fully set forth.

3.3 Salary and Benefits. The person serving as REMOC is entitled to the same wage, salary, pension, and other compensation and rights, including injury or death benefits, as other comparable employees of the City of Duncanville. The REMOC is also entitled to payment for any reasonable expenses incurred for travel, food, or lodging while on duty outside the limits of the territory of the Participating Cities, including expenses related to the REMOC's participation in approved emergency-preparedness training programs.

3.4 Cost of Services. The City of Duncanville shall pay to the REMOC all wages, benefits, and travel, food, and lodging expenses. Each of the Participating Cities shall reimburse the City of Duncanville for a proportionate share of the costs and expenses incurred by Duncanville in remitting compensation to the REMOC. The specific base salary shall be established by the Fire Chief of the City of Duncanville based on the applicant's training, qualifications, experience and abilities. Duncanville shall submit an invoice or statement to each Participating City on a quarterly basis, which invoice or statement shall identify the costs and expenses incurred by and on behalf of the REMOC and paid by Duncanville, and each Participating City shall reimburse Duncanville its proportionate share of the cost and expenses incurred by the City of Duncanville in remitting compensation to the REMOC, including salary, benefits, office supplies, postage, dues/subscriptions, copier, training, travel, emergency preparedness, computer/technology, vehicle-related expenses, cellular and wireless internet connectivity. Each Participating City's proportionate share shall be remitted to Duncanville within thirty (30) days following receipt of the invoice or statement. As used herein, each quarter shall be a successive, consecutive three-month period commencing on October 1st annually. The

City of Duncanville agrees to submit to the Participating Cities its expected budget amount for the REMOC expenses no later than April 1st annually.

ARTICLE IV MISCELLANEOUS

4.1 Assignment. This Agreement may not be assigned by any party hereto without the prior written unanimous consent of the other parties. No assignment, delegation of duties or subcontract under this Agreement shall be effective without the prior written unanimous consent of all parties hereto.

4.2 Governing Law. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action arising as a result of this Agreement shall be in the state court of proper jurisdiction of Dallas County, Texas.

4.3 Legal Construction. In the event that 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 not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in this Agreement.

4.4 Amendment. This Agreement may be amended by the mutually written agreement of the Participating Cities.

4.5 Entire Agreement. This Agreement represents the entire Agreement among the parties respected by subject matter covered by this Agreement.

4.6 Additional of Members. Additional municipal entities may join this Agreement as a Participating City if the addition is approved then by the existing Participating Cities. If approval is given, the municipal entity shall join the Participating Cities by adopting and executing this Agreement. In the event of such an addition, the proportionate share of expenses will be appropriate amended on a pro rata basis, dependent upon when the New Participating City approved the Agreement. See Section 3.4 Costs for Services for a detailed list of Emergency Management-related costs to include vehicle-related expenses.

4.7 Force Majeure. In the event that any party shall be prevented from performing any of its obligations under this Agreement by any act of God, war, riot, civil commotion, strikes, fires, flood or by the occurrence of any other event beyond the control of such party, then such party shall be excused from the performance of the obligations in this Agreement but only during such periods of Force Majeure.

4.8 Current Revenues. All costs or expenses incurred by any Participating City as result of this Agreement shall be paid from the current revenues available to the Participating City.

4.9 Recitals. The recitals of this Agreement are incorporated herein.

4.10 Notice. Any notice required to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, or by hand delivery to the party at the address set forth below:

City Manager
City of DeSoto
211 E. Pleasant Run Road
Suite A
DeSoto, Texas 75115-3939

City Manager
City of Duncanville
203 East Wheatland Road
P.O. Box 380280
Duncanville, Texas 75138-0280

with copy to: Fire Chief
Duncanville Fire Department
203 East Wheatland Road
P.O. Box 380280
Duncanville, Texas 75138

City Manager
City of Cedar Hill
285 Uptown Blvd., Bldg 100
Cedar Hill, Texas 75104

City Manager
City of Lancaster
P.O. Box 940
Lancaster, Texas 75146

4.1 Effective Date. This Agreement shall become effective as of the last date of execution hereof.

EXECUTED this ____ day of _____, 2016.

CITY OF DESOTO, TEXAS

By: _____
MAYOR

ATTEST:

By: _____
CITY SECRETARY

EXECUTED this ____ day of _____, 2016.

CITY OF DUNCANVILLE, TEXAS

By: _____
MAYOR

ATTEST:

By: _____
CITY SECRETARY

EXECUTED this ____ day of _____, 2016.

CITY OF CEDAR HILL, TEXAS

By: _____
MAYOR

ATTEST:

By: _____
CITY SECRETARY

EXECUTED this ____ day of _____, 2016.

CITY OF LANCASTER, TEXAS

By: _____
MAYOR

ATTEST:

By: _____
CITY SECRETARY

LANCASTER CITY COUNCIL

City Council Regular Meeting

Item 4.

Meeting Date: 08/08/2016

Policy Statement: This request supports the City Council 2015-2016 Policy Agenda

Goal(s): Financially Sound Government
Healthy, Safe & Vibrant Community

Submitted by: Sorangel O. Arenas, City Secretary

Agenda Caption:

Discuss and consider a resolution approving the terms and conditions of an interlocal agreement by and between the City of Lancaster and Dallas County Department of Health and Human Services to provide certain health services.

Background:

Annually the City of Lancaster contracts annually with Dallas County Health and Human Services in order to provide certain public health programs for citizens of Lancaster. These health services include: control services for tuberculosis, sexually transmitted diseases, and other communicable diseases. Laboratory services (chemical, biological, bacteriological analysis); immunizations; child health care; high risk infant case management; and home visits.

Dallas County provides certain health services to various cities throughout Dallas County on a contract for services basis. This cooperative effort allows cities in Dallas County to participate in providing public health services for their residents, which helps promote the effectiveness of local public health programs.

Operational Considerations:

Dallas County Health and Human Services provides program health services such as immunizations, child health care, and control services for communicable diseases for Lancaster residents at various locations throughout Dallas County on a sliding fee scale based on ability to pay. Fees charged for services by the County help offset Lancaster's program costs for each year.

Legal Considerations:

The agreement is unchanged from last year and has been previously reviewed and approved as to form by the City Attorney.

Public Information Considerations:

This resolution is being considered at a regular meeting of the City Council, in accordance with the Texas Open Meetings Act.

Fiscal Impact:

The FY 2016-2017 contract is the same as last year. There is not an increase in fees for services. The cost as stated in Section 3(C) of the contract is \$12,106. This is the amount of the City's share of the total cost less federal and state funding. The City has budgeted for these services in the FY 2016-2017 budget.

Options/Alternatives:

1. City Council may approve the interlocal agreement for health services for its residents through Dallas County Health and Human Services.
2. City Council may reject the interlocal agreement for resident health services. This would leave residents without access to these health services.

Recommendation:

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

Attachments

Resolution

Exhibit 1

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF LANCASTER, TEXAS, AND DALLAS COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES TO PROVIDE CERTAIN HEALTH SERVICES; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Dallas County Health and Human Services has offered to provide certain health services to cities throughout the County on a contract for services basis; and

WHEREAS, the City of Lancaster desires to participate with Dallas County in establishing coordinated health services for its residents and all of Dallas County; and

WHEREAS, Dallas County will operate certain health services for the residents of the City in order to promote the effectiveness of local public health programs;

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

SECTION 1. That the Dallas County Health and Human Services Interlocal Agreement for Fiscal Year 2017, attached hereto and incorporated herein by reference as Exhibit "1", having been reviewed by the City Council of the City of Lancaster, Texas, and found to be acceptable and in the best interest of the City and its citizens, be, and the same is hereby, in all things approved.

SECTION 2. That the City Manager of the City of Lancaster, Texas, is hereby authorized to execute said agreement.

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

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

SECTION 5. That this resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 8th day of August, 2016.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

<p>THE STATE OF TEXAS</p> <p>COUNTY OF DALLAS</p>	<p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p>	<p>INTERLOCAL AGREEMENT FOR COORDINATED HEALTH SERVICES BETWEEN DALLAS COUNTY, TEXAS, ON BEHALF OF DALLAS COUNTY HEALTH AND HUMAN SERVICES, AND THE CITY OF LANCASTER, TEXAS</p>
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1. PARTIES

Whereas, Dallas County (“County”) has offered to provide certain health services to the various cities throughout Dallas County on a contract for services basis; and

Whereas, the City of Lancaster, Texas (“City”) desires to participate with County in establishing coordinated health services for City and Dallas County; and

Whereas, County will operate certain health services for the residents of City in order to promote the effectiveness of local public health services and goals (“Program”); and

Whereas, the cooperative effort will allow cities located within Dallas County to participate in providing public health services for their residents; and

Whereas, such cooperative effort serves and furthers the public purpose and benefits the citizens of County as a whole.

Now therefore, County, on behalf of Dallas County Health and Human Services (“DCHHS”), enters into this Interlocal Agreement (“Agreement”) with City, pursuant to the authorities of the Texas Health and Safety Code Chapter 121, the Texas Government Code Chapter 791, and other applicable laws for health services to City.

2. HEALTH SERVICES TO BE PERFORMED

- A. County agrees to operate the Program, which will include the following health services:
- 1) Tuberculosis Control Services: providing preventive, diagnostic treatment, and epidemiological services;
 - 2) Sexually Transmitted Disease Control Services: consisting of education to motivate people to use preventive measures and to seek early treatment, prophylaxis, epidemiological investigation, and counseling in accordance with County policy;
 - 3) Communicable Disease Control Services: providing information concerning immunization and communicable diseases and coordinating with the Texas Department of State Health Services (“DSHS”) in monitoring communicable diseases;
 - 4) Laboratory Services: performing chemical, biological, and bacteriological analysis

and tests on which are based diagnosis of disease, effectiveness of treatment, the quality of the environment, the safety of substance for human consumption, and the control of communicable disease.

B. County agrees to provide to City, in accordance with state and federal law, the following public health services:

- 1) Immunizations;
- 2) Child health care;
- 3) High risk infant case management; and
- 4) Home visits.

County also agrees to work with City in order to decentralize clinics and to plan and provide for desired services by City; however, any other services that City requires, in addition to the above mentioned services, may result in additional fees to City.

C. County agrees to charge a sliding fee based on ability to pay to all residents of every municipality, including City, in Dallas County. The fees charged by County for the services listed in Section 2A of this Agreement will be used to offset the City's Program costs for the next Agreement Term. A schedule of fees to be charged by County is set out in Exhibit A, attached and incorporated herein by reference for all purposes.

D. County agrees that the level of service provided in the Program for City will not be diminished below the level of service provided to City for the same services in the prior Agreement Term except as indicated in Section 2E of this Agreement. For purposes of Section 2E, level of service is measured by the number of patient visits and number of specimens examined. County will submit to City a monthly statement, which will also include the number of patient visits and number of specimens examined during the preceding month.

E. The possibility exists of reductions in state and federal funding to the Program that could result in curtailment of services if not subsidized at the local level. County will notify City in writing of any amount of reduction, and any extent to which services will be curtailed as a result. The notice will also include an amount that City may elect to pay to maintain the original level of services. City will notify County in writing no later than fourteen (14) calendar days after the date of City's receipt of the notice of funding reduction as to City's decision to pay the requested amount or to accept the curtailment of service. If City elects to pay the requested amount, payment is due no later than forty-five (45) calendar days after the date of the notice of funding reduction.

3. BUDGET

- A. County agrees to submit to City by July 31st of each year a proposed budget describing the proposed level of services for the next Agreement Term;
- B. For the Term of this Agreement, County agrees to provide the services listed in Section 2 of this Agreement at the level of services and for the amount stated in Exhibit D, which is attached and incorporated herein by reference for all purposes;
- C. Payment. City shall pay County the following amount, as stated in Exhibit D, Twelve thousand one hundred six and 00/100 Dollars (\$12,106.00), which is the agreed upon amount for City's share of the total cost of the Program less federal and state funding.
- D. In lieu of paying the actual dollar amount stated in this Agreement, City has the option, to the extent authorized by law, ordinances or policy, of making a request to negotiate for in-kind services that are equal in value to the total amount.
- E. This Agreement is contingent upon City's appropriation of funds, or ability to perform in-kind services as described in Section 3D of this Agreement, for the services set forth herein. In the event City fails to appropriate such funds, or provide in-kind services, County shall not incur any obligations under this Agreement.

4. ASSURANCES

- A. County shall operate and supervise the Program.
- B. Nothing in this Agreement shall be construed to restrict the authority of City over its health programs or environmental health programs or to limit the operations or services of those programs.
- C. City agrees to provide to County or assist County in procuring adequate facilities to be used for the services under this Agreement. These facilities must have adequate space, waiting areas, heating, air conditioning, lighting, and telephones. None of the costs and maintenance expenses associated with these facilities shall be the responsibility of County and County shall not be liable to City or any third party for the condition of the facilities, including any premises defects.
- D. City and County agree that other cities/towns/municipalities may join the Program by entering into an agreement with County that contains the same basic terms and conditions as this Agreement.
- E. Each party paying for the performance of governmental functions or services under this Agreement must make those payments from current revenues available to the paying party.

5. FINANCING OF SERVICES

- A. The health services provided under this Agreement will be financed as follows:
- 1) City and County will make available to the Program all appropriate federal and state funds, personnel, and equipment to provide the health services included under this Agreement and will use best efforts to cause these funds and resources to continue to increase.
 - 2) City shall pay to County, or provide in-kind services, its share of budgeted costs that are in excess of the federal and state funding for providing the health services under this Agreement. Budgeted costs shall not exceed those reflected in Exhibits B, C and D for the appropriate Agreement Term.
- B. County shall bill City each month an amount equal to one-twelfth (1/12) of its share of annual budgeted costs that exceed federal and state funding for the expenses of the preceding month.
- C. Any payment not made within thirty (30) calendar days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.
- D. City and County agree that no more than ten percent (10%) of the City's cost of participating in the Program will be used for administration of the Program.

6. TERM

The Term of this Agreement shall be effective from October 1, 2016 through September 30, 2017, unless otherwise stated in this Agreement.

7. TERMINATION

- A. Without Cause: This Agreement may be terminated in writing, without cause, by either party upon thirty (30) calendar days prior written notice to the other party.
- B. With Cause: Either party may terminate the Agreement immediately, in whole or in part, at its sole discretion, by written notice to the other party, for the following reasons:
- 1) Lack of, or reduction in, funding or resources;
 - 2) Non-performance;
 - 3) The improper, misuse or inept use of funds or resources directly related to this Agreement;
 - 4) The submission of data, statements and/or reports that is incorrect, incomplete and/or false in any way.

8. RESPONSIBILITY

County and City agree that each shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of performance of this Agreement, without waiving any governmental immunity available to County or City or their respective officials, officers, employees, or agents under Texas or other law and without waiving any available defenses under Texas or other law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

9. INSURANCE

City and County agree that they will, at all times during the Term of this Agreement, maintain in full force and effect insurance or self-insurance to the extent permitted by applicable laws. City and County will be responsible for their respective costs of such insurance, any and all deductible amounts in any policy and any denials of coverage made by their respective insurers.

10. ACCESS TO RECORDS RELEVANT TO PROGRAM

City and County agree to provide to the other upon request, copies of the books and records relating to the Program. City and County further agree to give City and County health officials access to all Program activities. Both City and County agree to adhere to all applicable confidentiality provisions, including those relating to Human Immunodeficiency Virus (HIV) and Sexually Transmitted Disease (STD) information, as mandated by federal and State law, as well as by DSHS.

11. NOTICE

Any notice to be given under this Agreement shall be deemed to have been given if reduced to writing and delivered in person by a reputable courier service or mailed by Registered Mail, postage pre-paid, to the party who is to receive such notice, demand or request at the addresses set forth below. Such notice, demand or request shall be deemed to have been given, if by courier, at the time of delivery, or if by mail, three (3) business days subsequent to the deposit of the notice in the United States mail in accordance herewith. The names and addresses of the parties' hereto to whom notice is to be sent are as follows:

Zachary Thompson, Director
Dallas County Health & Human Services
2377 N. Stemmons Freeway, LB 12
Dallas, TX 75207-2710

City of Lancaster
P.O. Box 940
Lancaster TX 75146

12. IMMUNITY

This Agreement is expressly made subject to County's and City's Governmental Immunity, including, without limitation, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state laws. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability, or a waiver of any tort limitation, that City or County has by operation of law or otherwise. Nothing in this Agreement is intended to benefit any third party beneficiary.

13. COMPLIANCE WITH LAWS AND VENUE

In providing services required by this Agreement, City and County must observe and comply with all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable federal, State, and local statutes, ordinances, rules, and regulations. Texas law shall govern this Agreement and exclusive venue shall lie in Dallas County, Texas.

14. AMENDMENTS AND CHANGES IN THE LAW

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

15. ENTIRE AGREEMENT

This Agreement, including all Exhibits and attachments, constitutes the entire agreement between the parties hereto and supersedes any other agreements concerning the subject matter of this transaction, whether oral or written.

16. BINDING EFFECT

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

17. GOVERNMENT FUNDED PROJECT

If this Agreement is funded in part by either the State of Texas or the federal government, County and City agree to timely comply without additional cost or expense to the other party, unless otherwise specified herein, to any statute, rule, regulation, grant, contract provision or other State or federal law, rule, regulation, or other similar restriction that imposes additional or greater requirements than stated herein and that is directly applicable to the services rendered under the terms of this Agreement.

18. DEFAULT/ CUMULATIVE RIGHTS/ MITIGATION

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

19. FISCAL FUNDING CLAUSE

Notwithstanding any provisions contained herein, the obligations of County and City under this Agreement are expressly contingent upon the availability of funding for each item and obligation contained herein for the Term of the Agreement and any extensions thereto. City and County shall have no right of action against the other party in the event the other party is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future Agreement Terms. In the event that County or City is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, each party, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to the other party at the earliest possible time.

20. COUNTERPARTS, NUMBER, GENDER AND HEADINGS

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

21. PREVENTION OF FRAUD AND ABUSE

City and County shall establish, maintain and utilize internal management procedures sufficient to provide for the proper, effective management of all activities funded under this Agreement. Any known or suspected incident of fraud or program abuse involving County or City's employees or agents shall be reported immediately for appropriate action. Moreover, City and County warrant to be not listed on a local, county, State or federal consolidated list of debarred, suspended and ineligible contractors and grantees. City and County agree that every person who, as part of their employment, receives, disburses, handles or has access to funds collected pursuant to this Agreement does not participate in accounting or operating functions that would permit them to conceal accounting records and the misuse of said funds. Each party shall, upon notice by the other party, refund their respective expenditures that are contrary to this Agreement.

22. AGENCY / INDEPENDENT CONTRACTOR

County and City agree that the terms and conditions of this Agreement do not constitute the creation of a separate legal entity or the creation of legal responsibilities of either party other than under the terms of this Agreement. County and City are and shall be acting as independent contractors under this Agreement; accordingly, nothing contained in this Agreement shall be construed as establishing a master/servant, employer/employee, partnership, joint venture, or joint enterprise relationship between County and City. City and County are responsible for their own acts, forbearance, negligence and deeds, and for those of their respective officials, agents or employees in conjunction with the performance of work covered under this Agreement.

23. SEVERABILITY

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

24. SIGNATORY WARRANTY

Each person signing and executing this Agreement does hereby warrant and represent that such person has been duly authorized to execute this Agreement on behalf of City or County, as the case may be.

DALLAS COUNTY:

CITY OF LANCASTER:

By: Clay Lewis Jenkins
Dallas County Judge

By: Opal Mauldin-Robertson
City Manager/Mayor

DATE: _____

DATE: _____

Recommended:

Attested:

By: Zachary Thompson
Director, DCHHS

By: Sorangel O. Arenas
City Secretary

Approved as to Form*:
SUSAN HAWK
DISTRICT ATTORNEY

Approved as to Form:

By: Melanie Barton
Assistant District Attorney

By: Robert E. Hager
City Attorney

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

FY 2017 FEE SCHEDULE (PROPOSED)

SEXUALLY TRANSMITTED

Treatment	\$20 - \$45 (Sliding Scale)
Blood Drawing	\$5
Chemical Lesion Reduction	\$45
Medical Records Copies	\$5 each

TUBERCULOSIS

TB Testing-Level I (Office Visit)	\$30
TB Testing-Level II (Quantiferon)	\$50
Chest X-Ray Copies	\$5

LABORATORY

Wet Prep	\$6 each
Gram Stain	\$6 each
GC Culture	\$14 each
RPR	\$11 each
GEN Probe GC Screen	\$47 each
GEN Probe CT Screen	\$47 each
HIV Test	\$15 each
HIV Test - Rapid	\$20 each
Salmonella/Shigella	\$16 each
Chancroid Culture	\$10 each
MTD Testing for TB	\$40/ each
TB Culture & Concentration	\$25 each
TB Identification	\$15 each
TB Susceptibility	\$31 each
TB Acid Fast Stain	\$ 8 each

NURSING SERVICE

Hepatitis A Havrix*	\$45/Injection
Hepatitis B Vaccine*	\$50/Injection
Twinrix	\$80/Injection
Rabies (PE)	\$320/Injection
IPV	\$45/Injection
Pneumococcal*	\$105/Injection
Adacel (Pertusis)	\$60/Injection
HIB	\$35/injection
Japanese Encephalitis	\$330/Injection
Meningococcal (Menomune)	\$140/Injection
Typhoid (Polysaccharide)	\$75/Injection
Typhoid (Oral)	\$50/box
Yellow Fever Vaccine	\$160/Injection
Boostrix Vaccine	\$50/Injection
Influenza Vaccine*	\$20/Injection
Influenza (High Dose)	\$45/injection
Influenza (Intradermal)	\$30/injection
Rabies Administrative Fee/ Serves State Vaccine	\$25
Foreign Travel Office Visit Fee	\$25
TD*	\$45/Injection

ENVIRONMENTAL HEALTH

Septic Tank Inspection	\$310/Commercial/Business \$260/Residential
Septic Tank Re-inspection	\$35/Residential \$85/Commercial
Food Establishment Inspection	\$150/yr./establishment
Half-Way Houses & Boarding Homes, Residential	\$75/plus \$25 for each additional unit on site
Mosquito Spraying for Non- contracting cities	\$185/ per hour
Water Sample	\$50
Mosquito Testing	\$35
Food Mgr. Cert. Program	\$100/per person
Food Mgr. Cert. Retesting	\$50/per person

Note: 1) # Indicates \$10 charge for State fee

CRIMINAL TESTING

Blood Draws	\$38
Buccal Swabs	\$38
Cryotherapy	\$15

EARLY INTERVENTION CLINIC

EIC Counseling Fee	\$5
EIC Medical Visit Fee	\$10

Comprehensive TB Testing & Evaluation (Incl. Chest X-ray)	\$80
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Pregnancy Test	\$20 each
Urinalysis	\$15 each
Dark Field	\$16 each
Herpes Culture	\$38 each
Herpes Type 1 & 2 Serology	\$50 each
Group A Strep	\$14 each
HIV-1 RNA Testing	\$115 each
Western Blot	\$75 each
Residual Clinical Specimens	\$5 each
	<i>Urine Screen:</i>
Neisseria Gonorrhoeae	\$47 each
Chlamydia Trachomatis	\$47 each
Lead Screen	\$10 each
Staphylococcus/Aureus Culture	\$17 each

Varivax*	\$135/Injection
Meningococcal (MCV4)*	\$130/Injection
Zostavax (Shingles)*	\$235/Injection
Gardasil (HPV)*	\$195/Injection
Hepatitis A (Pediatric)	\$35/injection
Hepatitis B (Pediatric)	\$30/injection
DT	\$60/injection
DTaP-HepB-IPV	\$85/injection
DTaP-IPV	\$60/injection
Rotavirus	\$125/injection
PCV13	\$160/injection
MMR*	\$80/Injection

Communicable Disease Program:

Hepatitis C Screening	\$35/Test
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Immunization/VFC Program:

DPT,DT,Hib,	\$5/Per child
Well Baby	\$5/Visit
Diabetic Testing	\$5/Test
Immunization Record	\$5 each
Foreign Travel Yellow Card	\$5 each

*Note: Vaccines marked with asterisks are part of the Adult Safety Net Program (ASNP). Clients eligible to receive through the ASNP will be charged a fee of \$10/shot.

Day Care Center Inspections	\$2/per authorized child
Temporary Food Permit	\$75/plus \$10 per day
Funeral Home Inspection	\$200
FHA, VA, Conventional Loans	\$125/Licensed \$150/Unlicensed
Annual Group Home Inspection	\$50
Sub-division Plat Approval	\$200/Residential \$150/Commercial
Animal Control/Quarantine	\$7/per day
Animal Control/Vicious Animal	\$12/per day
Food Manager Re-certification	\$50/Test
W/Multiple Test Sites	

January, 2015 thru December, 2015

<i>Municipality</i>	<i>Tuberculosis</i>	<i>Sexually Transmitted Disease</i>	<i>Laboratory</i>	<i>Communicable Disease</i>
<i>Addison</i>	99	39	57	299
<i>Balch Springs</i>	206	120	371	176
<i>Carrollton</i>	751	191	603	572
<i>Cedar Hill</i>	251	235	171	390
<i>Cockrell Hill</i>	10	0	4	97
<i>Coppell</i>	107	25	16	265
<i>Dallas</i>	34504	8084	25204	24874
<i>Desoto</i>	599	299	261	554
<i>Duncanville</i>	361	170	285	339
<i>Farmers Branch</i>	472	56	212	247
<i>Garland</i>	3633	595	2492	394
<i>Glenn Heights</i>	89	58	58	67
<i>Grand Prairie</i>	1906	319	1457	1171
<i>Highland Park</i>	0	0	0	63
<i>Hutchins</i>	102	19	50	34
<i>Irving</i>	3783	684	2562	1715
<i>Lancaster</i>	391	326	293	229
<i>Mesquite</i>	1293	565	1312	883
<i>Richardson</i>	1663	108	334	628
<i>Rowlett</i>	500	41	105	114
<i>Sachse</i>	77	11	34	78
<i>Seagoville</i>	103	48	159	121
<i>Sunnyvale</i>	19	10	4	174
<i>University Park</i>	1	1	0	49
<i>Wilmer</i>	241	22	57	27
<i>Out of County</i>	1099	1517	64884	2021
Total	52260	13543	100985	35581

May 3, 2016

**DALLAS COUNTY HEALTH & HUMAN SERVICES
FY '17**

EXHIBIT C

Municipality	Tuberculosis	Sexually Transmitted Disease	Laboratory	Communicable Disease	FY 17 Contract Total
Addison	\$3,944	\$4,771	\$1,057	\$4,573	\$2,500
Balch Springs	\$8,207	\$14,681	\$6,882	\$2,692	\$9,377
Carrollton	\$29,920	\$23,368	\$11,186	\$8,749	\$23,823
Cedar Hill	\$10,000	\$28,751	\$3,172	\$5,965	\$2,498
Cockrell Hill	\$398	\$0	\$74	\$1,484	\$1,232
Coppell	\$4,263	\$3,059	\$297	\$4,053	\$3,131
Dallas	\$1,374,657	\$989,040	\$467,532	\$380,467	\$1,754,252
Desoto	\$23,864	\$36,581	\$4,842	\$8,474	\$17,620
Duncanville	\$14,382	\$20,799	\$5,287	\$5,185	\$11,273
Farmers Branch	\$18,805	\$6,851	\$3,933	\$3,778	\$6,856
Garland	\$144,740	\$72,796	\$46,226	\$6,027	\$80,156
Glenn Heights	\$3,546	\$7,096	\$1,076	\$1,025	\$574
Grand Prairie	\$75,936	\$39,028	\$27,027	\$17,911	\$38,854
Highland Park	\$0	\$0	\$0	\$964	\$132
Hutchins	\$4,064	\$2,325	\$927	\$520	\$3,149
Irving	\$150,717	\$83,684	\$47,525	\$26,232	\$81,906
Lancaster	\$15,578	\$39,885	\$5,435	\$3,503	\$12,106
Mesquite	\$51,514	\$69,125	\$24,337	\$13,506	\$31,608
Richardson	\$66,255	\$13,213	\$6,196	\$9,606	\$23,756
Rowlett	\$19,920	\$5,016	\$1,948	\$1,744	\$4,925
Sachse	\$3,068	\$1,346	\$631	\$1,193	\$362
Seagoville	\$4,103	\$5,873	\$2,949	\$1,851	\$6,440
Sunnyvale	\$757	\$1,223	\$74	\$2,661	\$99
University Park	\$40	\$122	\$0	\$749	\$48
Wilmer	\$9,602	\$2,692	\$1,057	\$413	\$2,597
Out of County	\$43,785	\$185,599	\$1,203,592	\$30,914	\$77,142
Total	\$2,082,065	\$1,656,924	\$1,873,262	\$544,239	\$2,196,416

May 3, 2016

EXHIBIT D

FY'17 CONTRACT COSTS

MUNICIPALITIES	CONTRACT COST
ADDISON	\$2,500
BALCH SPRINGS	\$9,377
CARROLLTON	\$23,823
CEDAR HILL	\$2,498
COCKRELL HILL	\$1,232
COPPELL	\$3,131
* DALLAS	\$1,754,252
* DESOTO	\$17,620
* DUNCANVILLE	\$11,273
FARMERS BRANCH	\$6,856
* GARLAND	\$80,156
GLENN HEIGHTS	\$574
GRAND PRAIRIE	\$38,854
HIGHLAND PARK	\$132
HUTCHINS	\$3,149
IRVING	\$81,906
LANCASTER	\$12,106
* MESQUITE	\$31,608
* RICHARDSON	\$23,756
* ROWLETT	\$4,925
* SACHSE	\$362
* SEAGOVILLE	\$6,440
SUNNYVALE	\$99
UNIVERSITY PARK	\$48
* WILMER	\$2,597
* UNINCORPORATED	\$77,142
TOTAL	\$2,196,416

LANCASTER CITY COUNCIL

City Council Regular Meeting

Item 5.

Meeting Date: 08/08/2016

Policy Statement: This request supports the City Council 2015-2016 Policy Agenda

Goal(s): Healthy, Safe & Vibrant Community

Submitted by: Rona Stringfellow, Assistant City Manager

Agenda Caption:

Discuss and consider a resolution approving the terms and conditions of an interlocal agreement by and between the City of Lancaster and Dallas County Department of Health and Human Services to provide certain food establishment inspections and environmental services.

Background:

Dallas County Department of Health and Human Services provides certain food establishment inspections and environmental health services to cities throughout the County on a contract for services basis as it has in previous years.

Upon approval of this resolution, Dallas County will continue to operate certain food establishment and environmental health services for the residents of the City of Lancaster with the goal of promoting the effectiveness of healthy and safe food and environmental programs.

Operational Considerations:

The Development Services Department coordinates the food establishment inspections and the Public Works Department coordinates environmental services.

Legal Considerations:

The City Attorney has reviewed and approved the resolution as to form.

Public Information Considerations:

This resolution is being considered at a regular meeting of the City Council, in accordance with the Texas Open Meetings Act.

Fiscal Impact:

The City will collect \$150.00 for two inspections per location along with a \$50.00 administrative fee. \$150.00 per location is paid to Dallas County per the agreement term.

Beginning with the third food establishment inspection, the City will pay a Seventy Five Dollar (\$75.00) fee for each additional inspection requested by City. The City will collect Seventy Five Dollars (\$75) to be paid to the County for a re-opening or inspection fee of a food establishment that has been closed due to non-compliance of the Texas Health and Safety Code, or any other State rules and regulations.

The City shall pay the County the stipulated fees within thirty (30) days of the monthly request for payment, or if County fails to make the payment request, then City shall pay the stipulated fees no later than the last date of this Agreement Term. Any payment not made within (30) days of its due date shall

bear interest in accordance with the Texas Government Code. It is of note that the City charges an established administrative fee for the administration in the amount of \$50.00 per inspection of this program.

Included in this contract are environmental health services related to vector and/or mosquito control complaints. It includes spraying for mosquitos and treating standing water services for the West Nile virus in mosquitos. In the event aerial spraying is needed, the City will have the option to participate and would be responsible for its proportionate share. Funding for this service is included in the proposed FY 2016/2017 budget.

Options/Alternatives:

1. Approve the resolution as presented.
2. Reject the resolution.

Recommendation:

Staff recommends approval of the resolution as presented.

Attachments

Resolution

Interlocal Agreement

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF LANCASTER, TEXAS, AND DALLAS COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES TO PROVIDE CERTAIN FOOD ESTABLISHMENT INSPECTIONS AND ENVIRONMENTAL SERVICES; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Dallas County Department of Health and Human Services has offered to provide certain food establishment inspections and environmental health services to cities throughout the County on a contract for services basis; and

WHEREAS, the City of Lancaster desires to participate with Dallas County in establishing coordinated food establishment and environmental health services for its residents and all of Dallas County; and

WHEREAS, Dallas County will operate certain food establishment and environmental health services for the residents of the City in order to promote the effectiveness of healthy and safe food and environmental programs;

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

SECTION 1. That the Dallas County Department of Health and Human Services Interlocal Agreement for Fiscal Year 2017, attached hereto and incorporated herein by reference as Exhibit "A", having been reviewed by the City Council of the City of Lancaster, Texas, and found to be acceptable and in the best interest of the City and its citizens, be, and the same is hereby, in all things approved.

SECTION 2. That the City Manager of the City of Lancaster, Texas, is hereby authorized to execute said agreement.

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

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

SECTION 5. That this Resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 8th day of August, 2016.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

and 00/100 Dollars (\$75.00) fee for each additional inspection requested by City.

- C. City will collect Seventy Five and 00/100 Dollars (\$75.00) to be paid to the County for a re-opening or inspection fee of a food establishment that has been closed due to non-compliance of Chapter 437 of the Texas Health and Safety Code, or any other state rules and regulations.
- D. The fees are subject to change, upon prior written notice to City, if additional cost is associated with the services under this Agreement
- E. City shall pay County the stipulated fees within thirty (30) days of the monthly request for payment, or if County fails to make the payment request, then City shall pay the stipulated fees no later than the last date of this Agreement Term. Any payment not made within thirty (30) days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.

5. OTHER ENVIRONMENTAL HEALTH SERVICES

- A. Upon written request from City, County will respond to Vector and/or Mosquito Control complaints. Ground application services will include spraying for adult mosquitoes ("adulticiding"), and treating standing water ("larvaciding") services.
- B. In the event aerial spraying is needed to control St. Louis Encephalitis or West Nile virus throughout the County, City will have the option to participate in the County's emergency aerial mosquito spraying plan. Should City agree to participate in the plan, City must provide written notice to County and agree to the following:
 - 1) Indicate the areas and amount of acres to be sprayed; and
 - 2) Pay City's proportioned share of the cost based upon the number of acres to be sprayed multiplied by the per-acre spraying cost.

6. RECORDS

City shall have the sole responsibility of responding to requests for records of food inspection results produced under this Agreement. County will make its best effort to forward any requests for such records that it received to City within three business days after County's receipt of such requests.

7. TERMINATION

- A. Without Cause: This Agreement may be terminated in writing, without cause, by either party upon thirty (30) days prior written notice to the other party;
- B. With Cause: The County reserves the right to terminate the Agreement immediately, in whole or in part, at its sole discretion, for the following reasons:
 - 1) Lack of, or reduction in, funding or resources;
 - 2) Non-performance;
 - 3) City's improper, misuse or inept use of funds or resources; and/or

- 4) City's submission of data, statements and/or reports that are incorrect, incomplete and/or false in any way.

8. CITY ORDINANCE

In order for this Agreement to be valid, the City must have or adopt a City ordinance that provides for the inspection of food establishments by a Registered Professional Sanitarian. City must require the payment of a fee(s) by each food establishment. Ordinance enforcement shall be the responsibility of the City.

9. INDEMNIFICATION

County and City, including their respective employees and elected officials, agree that each shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of performance of this Agreement, without waiving any governmental immunity available to County or City under Texas and other applicable laws, and without waiving any available defenses under Texas and other applicable laws. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

10. INSURANCE

City agrees that it will at all times during the term of this Agreement maintain in full force and effect insurance, or self-insurance, to the extent permitted by applicable law under a plan of self-insurance, that is also maintained in accordance with sound accounting practices. It is expressly agreed that City will be solely responsible for all cost of such insurance; any and all deductible amounts in any policy; and in the event that the insurance company should deny coverage.

11. NOTICE

Any notice or certification required or permitted to be delivered under this Agreement shall be deemed to have been given when personally delivered, or if mailed, seventy-two (72) hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the contact person shown at the respective addresses set forth below, or at such other addresses as shall be specified by written notice delivered in accordance herewith:

COUNTY

Zachary Thompson, Director
Dallas County Health & Human Svcs.
2377 N. Stemmons Frwy., Suite 600
Dallas, Texas 75207-2710

CITY OF LANCASTER

Opal Mauldin-Robertson, City Manager
City of Lancaster
211 N. Henry St.
Lancaster, TX 75146

12. ENTIRE AGREEMENT AND AMENDMENT

This Agreement, including any Exhibits and Attachments, constitutes the entire agreement between the parties and supersedes any other agreements concerning the subject matter of this transaction,

whether oral or written. No modification, amendment, novation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the parties.

13. COUNTERPARTS, NUMBER/GENDER AND HEADINGS

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

14. SEVERABILITY

If any provision of this Agreement is construed to be illegal, invalid, void or unenforceable, this construction will not affect the legality or validity or any of the remaining provisions. The unenforceable or illegal provision will be deemed stricken and deleted, but the remaining provisions shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

15. FISCAL FUNDING CLAUSE

Notwithstanding any provisions contained in this Agreement, the obligations of the County under this Agreement are expressly contingent upon the availability of funding for each item and obligation for the term of the Agreement and any pertinent extensions. City shall not have a right of action against County in the event County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to City at the earliest possible time prior to the end of its fiscal year.

16. DEFAULT/CUMULATIVE RIGHTS/MITIGATION

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

17. IMMUNITY

This Agreement is expressly made subject to City's and County's Governmental Immunity, including, without limitation, Title 5 of the Texas Civil Practice and Remedies Code and all applicable State and federal laws. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability, or a waiver of any tort limitation, that City or County has by operation of law, or otherwise. Nothing in this Agreement is intended to benefit any third party beneficiary.

18. COMPLIANCE OF LAWS AND VENUE

In providing services required by this Agreement, City and County must observe and comply with all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable federal, State, and local statutes, ordinances, rules, and regulations. Texas law shall govern this Agreement and venue shall lie exclusively in Dallas County, Texas.

19. RELATIONSHIP OF PARTIES

City is an independent contractor and not an agent, servant, joint enterpriser, joint venturer or employee of County. City and County agree and acknowledge that each entity shall be responsible for its own acts, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of work covered under this Agreement.

20. SIGNATORY WARRANTY

City and County represent that each has the full right, power and authority to enter and perform this Agreement in accordance with all of the terms and conditions, and that the execution and delivery of Agreement have been made by authorized representatives of the parties to validly and legally bind the respective parties to all terms, performances and provisions set forth in this Agreement.

<signatures appear on following page>

COUNTY:

CITY:

BY: Clay Lewis Jenkins
County Judge

BY: Opal Mauldin-Robertson
City Manager

DATE: _____

DATE: _____

Recommended:

BY: Zachary Thompson
Director, DCHHS

BY: _____
Title: _____

Approved as to Form*:

Approved as to Form:

SUSAN HAWK
DISTRICT ATTORNEY

BY: Melanie Barton
Assistant District Attorney

BY: _____
Title: _____

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

LANCASTER CITY COUNCIL

City Council Regular Meeting

Item 6.

Meeting Date: 08/08/2016

Policy Statement: This request supports the City Council 2015-2016 Policy Agenda

Goal(s): Healthy, Safe & Vibrant Community

Submitted by: Rona Stringfellow, Assistant City Manager

Agenda Caption:

Discuss and consider a resolution authorizing the City Manager or designee to undertake mosquito abatement methods; providing for the City Manager or designee to authorize and enter into an interlocal agreement with Dallas County for Aerial Spraying in the 2015-2016 and 2016-2017 Vector Seasons if promulgated by the Dallas County Judge.

Background:

City Council was briefed on this item at the August 1, 2016 work session. Mayor Pro Tem Strain-Burk requested additional information on the level of West Nile Virus Infection rate from 2012 to date. Attached is a spreadsheet which shows the current data for WNV infection rate in the primary mosquito vector this year so far compared to 2013-2015. It should be noted that the infection rate this year is significantly higher than those of other years. Also, it is evident that mosquito infection has occurred earlier than most years and this has been related to relatively earlier reporting of human cases in Dallas County as well.

The mosquito counts at this time of year are at relatively normal/lower levels than typically seen in the summer. Also, counts of mosquitoes generally have not historically correlated with the spread of WNV in Dallas County.

Deputy Mayor Pro Tem Jaglowski asked about the number of applications that would be necessary, should aerial spraying be required. County officials state that they would likely conduct 1 application and see if there is a reduction, then conduct a second application if considered necessary.

The City of Lancaster has an interlocal agreement with Dallas County for ground spraying and vector control. In the past few weeks, several positive results have prompted ground spraying in the areas of McCormick, Pierson Street, and most recently in the area of Nancy Lane. Several other communities have experienced positive test traps for West Nile Virus, as well. As such, Dallas County member cities have been working closely with County Officials in monitoring the situation. Dallas County's epidemiologist has requested that cities prepare for the possibility of aerial spraying and sought concurrence from member cities should the situation escalate.

Operational Considerations:

This resolution will allow the City to participate in aerial spraying in a timely manner if the Dallas County Judge recommends spraying.

Legal Considerations:

The City Attorney will review and approve the resolution as to form.

Public Information Considerations:

The City will continue to inform the public of potential West Nile Virus threats and abatement measures through the City website, social and traditional media avenue.

Fiscal Impact:

There are potential costs for mosquito spraying by Dallas County dependent on the size of the area to be sprayed and member city participation. The current rate is \$1.69 per acre using the chemical Duet (0.8 oz/acre application rate). Dallas County estimates (from previous records) that the City of Lancaster has about 19,379 acres.

The estimated total cost for one application is \$32,705.51.

Options/Alternatives:

1. Council may adopt the resolution.
2. Council may deny the resolution.

Recommendation:

Staff recommends approval of the resolution as presented.

Attachments

Resolution

Duet Resource

Duet Adulticide

West Nile Virus infection rate

RESOLUTION NO.

A RESOLUTION OF THE CITY OF LANCASTER, TEXAS, AUTHORIZING THE CITY MANAGER OR DESIGNEE TO UNDERTAKE MOSQUITO ABATEMENT METHODS; PROVIDING FOR THE CITY MANAGER OR DESIGNEE TO AUTHORIZE AND ENTER INTO AN INTERLOCAL AGREEMENT WITH DALLAS COUNTY FOR AERIAL SPRAYING IN THE 2016-2017 VECTOR SEASONS IF PROMULGATED BY THE DALLAS COUNTY JUDGE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the vector index in Dallas County for vector borne infections could rise and result in an extreme outbreak of West Nile Virus, and;

WHEREAS, the Dallas County judge may recommend that action be taken to initiate aerial spraying activities to reduce the mosquito population which carries the disease, and;

WHEREAS, the City of Lancaster does not possess adequate facilities to effectuate aerial spraying, and;

WHEREAS, the City of Lancaster has determined that extraordinary measures may be required to alleviate the suffering of people and to protect or rehabilitate property.

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

SECTION 1. That the City Council hereby authorizes the City Manager to enter into a contingent aerial spraying contract in an amount not to exceed \$75,000 with Dallas County.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 8th day of August, 2016.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



DUET™

DUAL-ACTION EFFICACY

Adulticide for Mosquito Control

Delivers more control of natural mosquito populations

Versatile in a range of operational conditions

Effective even at lower rates of application



TWO ACTIVE INGREDIENTS FOR GREATER STRENGTH AND VERSATILITY

Duet,™ an advanced dual-action mosquito adulticide, combines the proven efficacy of Sumithrin® (the active ingredient found in Anvil®) plus the exceptional knock-down of prallethrin. Together, these two active ingredients provide you a unique, effective and faster way to control mosquitoes.

DUET'S BENEFITS >>

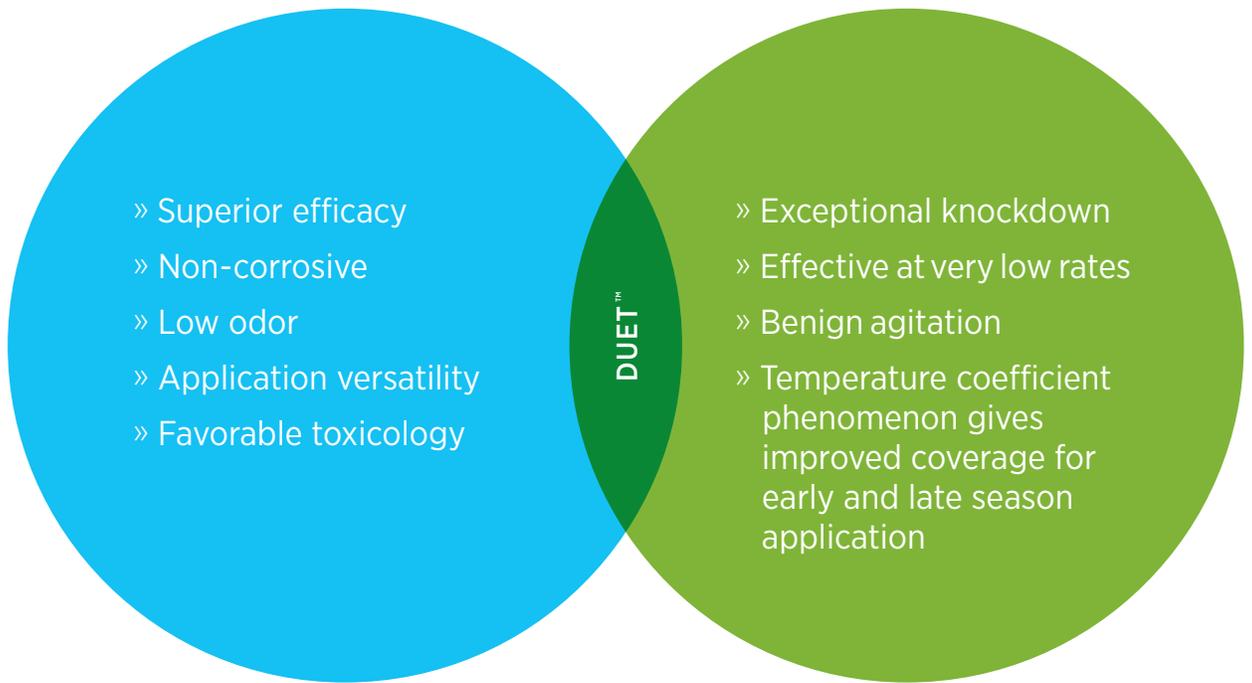
Delivers more control of natural mosquito populations

Versatile in a range of operational conditions

Effective at even low rates of application

SUMITHRIN

PRALLETHRIN



Stronger and Faster

With the combination of Sumithrin and prallethrin, Duet effectively controls more mosquitoes more quickly. Duet has a faster knockdown than other products. In addition, despite its potent combination of active ingredients, Duet has approximately the same toxicity profile as Anvil®. This offers increased efficacy with the *same low toxicity*.

Biodegradable

More than a generation ago, scientists created synthetic pyrethroids, which emulate naturally occurring pyrethrins, found in chrysanthemum flowers. Two of these synthetic pyrethroids — Sumithrin and prallethrin (brand name ETOC®) — kill mosquitoes effectively, yet biodegrade rapidly in the presence of sunlight and/or microorganisms. The two actives with the synergist piperonyl butoxide (PBO) yield superior performance for mosquito control.

Active Ingredients:

Prallethrin (1%)
(RS)-2-methyl-4-oxo-3-(2-propynyl) cyclopent-2-enyl-(1RS)-cis, transchrysanthemate

Sumithrin (5%)
3-Phenoxybenzyl-(1RS, 3RS; 1RS, 3SR)-2, 2-dimethyl-3-(2-methylprop-1-enyl) cyclopropanecarboxylate

Piperonyl Butoxide (5%)

Other Ingredients (89%)

BENIGN AGITATION: EXCELLENT KNOCKDOWN AND GREATER CONTROL

Field trial and cage observations have shown that **Duet™ causes benign agitation — a non-biting excitation of mosquitoes.** This has the potential to draw mosquitoes from a resting state, causing more of them to come in contact with droplets and increase efficacy. As a result, you can have greater control on a larger percentage of the total mosquito population.

Benign Agitation Studies Prove Duet's Effectiveness

In laboratory studies,* benign agitation was demonstrated by looking at the active ingredients in Duet, separately.

Ultra low volume (ULV) droplets were introduced into a wind tunnel. The response of resting mosquitoes was video recorded and movement/flight pattern observed before, during, and after exposure. Mosquitoes exposed to insecticides moved faster when sprayed. Prallethrin produced increased flight activity during spray while Sumithrin (the other active ingredient in Duet) produced increased activity during the post-spray period.

In another study** that showed the formulated product of Duet increases the percentage of resting mosquitoes to take flight post spray, it was also demonstrated that mosquitoes remain in flight longer than with competitive formulations.

The bottom line: With Duet, more resting mosquitoes take flight to come in contact with more droplets, thus improving the efficacy of the application.

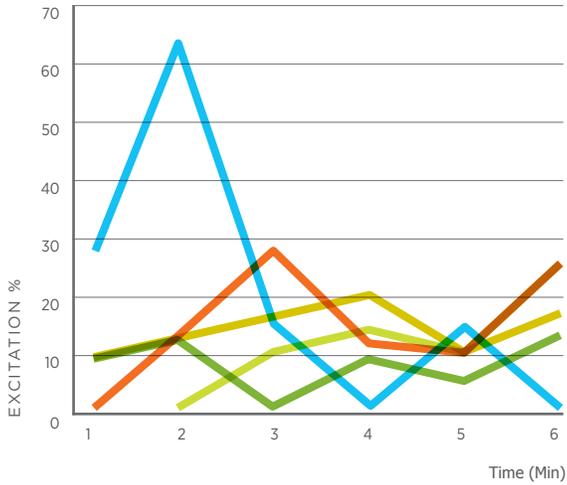
*Study by Gary G. Clark and Sandra A. Allan of the CMAVE, USDA, Gainesville, FL; Miriam F. Cooperband with APHIS, USDA, Otis ANGB, MA, and William Jany, Clarke. Tests conducted with female *Culex quinquefasciatus* using a range of adulticides with different active ingredients.

**Work by Gary Benzon, Benzon Research, Carlisle, PA.

Key:

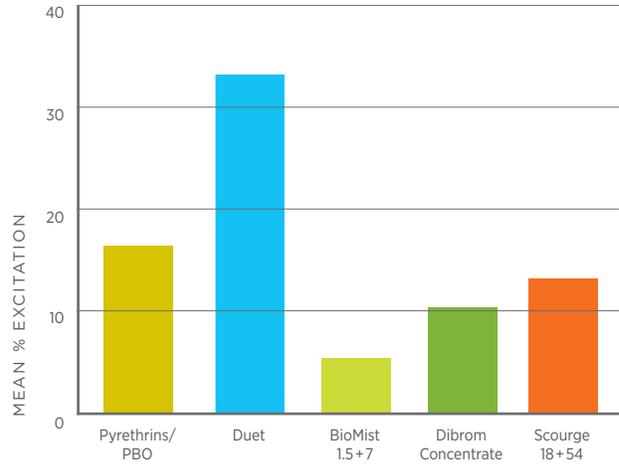
- Duet™
- Py / PBO
- Dibrom Concentrate
- Scourge
- BioMist

Excitation Over Time



Source: G. Benzon, Benzon Research, Carlisle, PA.

5 Minutes After Exposure



Source: Dr. Hajime Hirai, Sumi World, 1997

Comparative Insecticidal Activity

COMPOUND	LD50 (µG / INSECT) MOSQUITO ²
Prallethrin	0.0032
Pyrethrins	0.022

² *Culex pipiens pallens*, female adult

Prallethrin exhibits high killing activity against mosquitoes compared to pyrethrins.

We believe that an important part of being an environmental steward is product rotation. Product rotation maximizes the effectiveness of every program by preventing cross-resistance.

To help select products for rotation in your program, visit clarke.com/mosquitocontrolproducts to view our full line of product offerings.



PROFILE OF AN ADVANCED ADULTICIDE OPTION

Product Density

ACTIVE INGREDIENT	SUMITHRIN	PRALLETHRIN	DUET
Specific Gravity	1.060	1.03	.87
Molecular Weight	350.5	300.4	—
Viscosity	—	—	13.4CP @24 C
Vapor Pressure	1.4 x 10 ⁻⁷ mm/Hg @21.4°C	3.5 x 10 ⁻⁵ mm/Hg @21.4°C	—

Toxicology

STUDY	SUMITHRIN	PRALLETHRIN
96 Hr Acute Flow Through LC50 Rainbow Trout	17 µg/l	12 µg/l
96 Hr Acute Flow Through LC50 Bluegill	18 µg/l	22 µg/l
48 Hr Acute EC 50 <i>Daphnia magna</i>	4.3 µg/l	6.2 µg/l
Honey Bee 48 Hr Acute Contact LD50	0.064 µg/bee	0.028 µg/bee
Acute Oral LC50 Bobwhite Quail	2510 mg/kg	1171 mg/kg

Acute Toxicology

SPECIES	DUET
Oral LD50 (rats)	> 5000 mg/kg
Dermal LD50 (rats)	> 5000 mg/kg
Eye Irritation (rabbits)	Minimal irritation
Inhalation LC50 (rats)	> 2.04 mg/l
Skin Sensitization (guinea pig)	Negative

Environmental Toxicity

In Sunlight: The active ingredients in Duet™ are photolabile. The molecules easily decompose in the presence of sunlight. The half-lives of Sumithrin and prallethrin in water in the presence of light range from 9.1 to 13.9 hours. The degradation products of Sumithrin and prallethrin are non-persistent. Moderately rapid aerobic and anaerobic soil degradation was found in the absence of sunlight.

In Soil: Sumithrin and prallethrin are not readily transported from the site of application. Neither Sumithrin nor prallethrin bioaccumulates.

Eco-Tier™ Ranking:

The Clarke Eco-Tier™ Index offers three tiers of products, equipment and services ranked by their impact on the environment. Duet is ranked as an “Advanced” product.



CAGED TRIAL RESULTS

SUPERIOR KNOCKDOWN AND CONTROL

Initial Field Research

Initial field research for Duet™ has demonstrated excellent results. Tests were conducted involving the following species:

Michigan: *An. punctipennis*, *Oc. trivittatus* and *Ae. vexans*

Florida: *Oc. taeniorhynchus*

Illinois: *Coq. perturbans*, *Oc. trivittatus* and *Culex restuans*

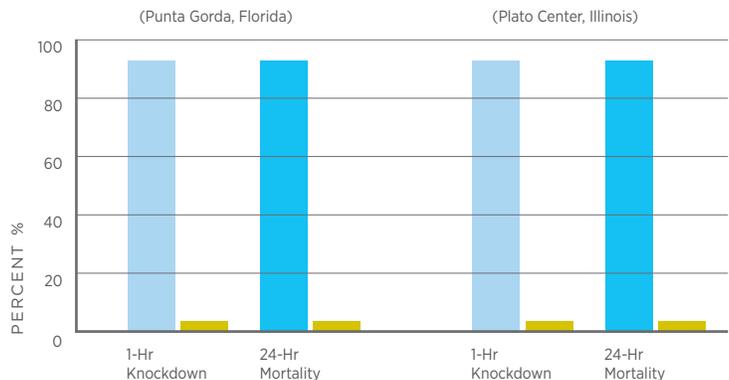
Protocols:

- » Mosquitoes collected via CO₂ baited ABC traps
- » Mouth-aspirate mosquitoes
- » Cages placed @100-200' intervals
- » 10 min. exposure then transferred to holding cages
- » Mosquitoes fed 10% sugar-water solution
- » Monitor knockdown @1-Hr, and 24-Hr mortality
- » Controls handled same as treated mosquitoes



Duet Ground ULV @150'

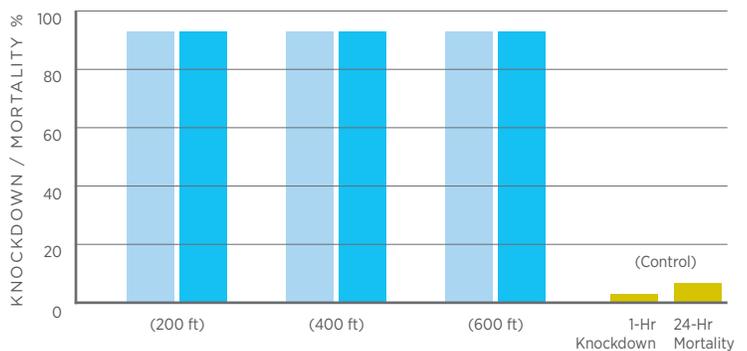
Rate: 0.41 oz/acre rate



Duet ULV at Long Distances

Location: Saginaw, MI – 9/1/06

Rate: 0.0012 ai/acre Sumithrin and 0.0003 lbs/acre prallethrin



Even at distances up to 600ft from the spray nozzle, Duet demonstrates superior knockdown and control.

APPLICATION METHODS OPTIMIZED FOR YOUR EQUIPMENT

Duet™ has been proven effective whether applied by air or ground (truck, ATV, backpack). Optimized for all standard ULV application equipment and nozzles, Duet is non-corroding to your application apparatus.

Applying Duet by Air

Aerial applications can be completed with fixed wing or rotary aircraft. Based on your program needs, Duet can be applied at a range of .41 to 1.23 fl. oz/acre. Droplet VMD (volume median diameter) should be optimized between 25–30 microns. In wind tunnel atomization studies, Duet has shown to effectively produce this droplet size range when sprayed through equipment that has been correctly calibrated.

To Optimize Your Aerial Application:



Select the Proper Nozzle

Refer to the table to achieve the optimized less-than-30-micron droplet VMD. Some of the best nozzles for Duet usage are rotary (e.g. Beecomist or Micronair). Note that flat fan nozzles require orientation 130 degrees into the wind, and may not produce droplets within the desired spectrum when aircraft travel below 170 mph.

AIRCRAFT TYPE	NOZZLE TYPE	SIZE	ANGLE
Fixed wing	Flat fan	80-110° small orifice 005-04	135° forward
Fixed wing	Micronair Nozzles** AU5000*	Standard cage mesh	Straight back
Fixed wing	Beecomist*	10, 20 or 40 µm screen	Straight back
Rotary wing	Micronair Nozzles** AU5000*	Standard cage mesh	Straight back
Rotary wing	Beecomist*	40 µm screen	Straight back

* Adjust RPM of nozzles to deliver the appropriate droplet spectrum required for your application.

** AU 4,000, AU 5,000, AU 6,600 brushless

Note: Data is for general information only. Actual droplet size will depend on the application conditions and factors such as nozzle and atomizer condition. Always calibrate sprayers to ensure required dosage rate and conditions are met. **As always, read and follow label directions.**

2



Calibration Process

To adjust your spray system for proper flow rate:

- » Determine the number of acres per minute your aircraft will treat by using the first formula shown.
- » Select the Duet™ labeled flow rate (in ounces per acre) required for your needs.
- » Using the second formula, multiply the figures derived from the two steps above to determine the proper Calibration Flow.

$$\frac{\text{Swath} \times \text{Speed}}{495} = \text{Acres} / \text{Min}$$

$$\left(\frac{\text{Acres}}{\text{Min}} \right) \left(\frac{\text{Oz}}{\text{Acre}} \right) = \frac{\text{Oz}}{\text{Min}}$$

↓
Calibration Flow

PRALLETHRIN	SUMITHRIN	PBO	FLOW RATES
0.00072 lbs. Al/acre	0.0036 lbs. Al/acre	0.0036 lbs. Al/acre	1.23 fl. oz/acre
0.00044 lbs. Al/acre	0.0022 lbs. Al/acre	0.0022 lbs. Al/acre	0.75 fl. oz/acre
0.00036 lbs. Al/acre	0.0018 lbs. Al/acre	0.0018 lbs. Al/acre	0.61 fl. oz/acre
0.00024 lbs. Al/acre	0.0012 lbs. Al/acre	0.0012 lbs. Al/acre	0.41 fl. oz/acre

3

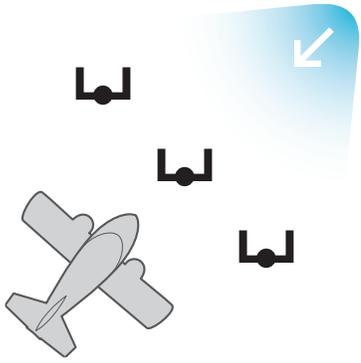


Droplet Dynamics

Droplet VMD should be optimized between 25-30 microns to achieve maximum performance. Confirm the droplet size by placing slide impingers with Teflon coated slides as described in the diagram. Droplets on slides can be measured using a compound microscope with a mechanical stage and an ocular micrometer. Starting at one end of the slide, measure each droplet as they pass through the eyepiece micrometer. The expected spread factor for Duet is 0.59 (minimum of 200 droplets collected). Use this factor until the actual spread factor is determined.

To Determine Appropriate Offset:

- » Place droplet collectors 50 ft apart and 90 degrees to the wind direction.
- » Fly directly into wind over slides at 75 ft. Spray for 15 seconds after passing over slide collectors.
- » Wait 10 minutes after application for upwind droplets to reach collectors.



Duet™ By Ground

Duet should be applied using ULV spray equipment capable of producing ULV spray droplets with a VMD of 8-30 microns.

Use the Following Guidelines, Assuming a 300ft Swath:

Fl. oz/acre	* Flow rates in fluid oz/min at truck speeds of:			
DUET	5 MPH	10 MPH	15 MPH	20 MPH
1.23 oz/acre	3.7 oz	7.4 oz	11.2 oz	14.9 oz
0.75 oz/acre	2.3 oz	4.6 oz	6.8 oz	9.1 oz
0.61 oz/acre	1.9 oz	3.7 oz	5.6 oz	7.4 oz
0.41 oz/acre	1.2 oz	2.5 oz	3.7 oz	5.0 oz

*Assumes a 300 ft spray swath

To Optimize Your Ground Application:

To achieve maximum performance, droplet VMD should be optimized between 10-20 microns. Droplet spectrum may be determined by using the hot-wire method using a DCIII (AIMS) unit that measures and calculates VMD or MMD for oil-based liquids. Application equipment must be tested at least annually to confirm that pressure at the nozzle and nozzle flow rate(s) are properly calibrated.

Standard Droplet Collection:

- » Use Teflon-coated microscope slide
- » Attach slide to 3'—4' rod
- » Stand 10'—25' downwind from nozzle
- » Distance is dependent on sprayer velocity
- » Higher velocity of sprayer = further distance from nozzle (not to exceed 25')
- » Swing rod (with coated slide facing the insecticide) once rapidly in a baseball swing/diagonal motion toward the sprayer, through the spray cloud

Standard Droplet Measurement:

- » Use a compound microscope equipped with a mechanical stage and an ocular micrometer placed in the eyepiece.
- » Starting at one end of the slide, measure each droplet as they pass through the eyepiece micrometer.
- » A minimum of 200 droplets should be measured to obtain an adequate sample.
- » Spread factor for Duet: 0.59.

ENVIRONMENTAL CONDITIONS FOR AIR AND GROUND APPLICATION

Duet should be applied when conditions are favorable for ULV applications. Favorable application conditions occur when the atmosphere at application height to immediately above ground level is stable. This condition is characteristic of an inversion, which occurs when temperatures increase with height. Stability is also influenced by solar radiation and heat exchange between air, soil and vegetation. As a result, favorable conditions for ULV applications usually occur prior to sunrise and after dusk. Duet has been shown to have a negative temperature coefficient. This means it is extremely effective, early and late season when temperatures are between 50°-65° F and most mosquitoes are active.

FREQUENTLY ASKED QUESTIONS

Q: What is prallethrin and how did it come into use as a mosquito adulticide?

A: Prallethrin was developed in the 1980s as an alternative to pyrethrins. It was first registered for use with the U.S. EPA in 1995. Since then, it has been in use in pest control products throughout the world.

Q: Does Duet™ pose a health risk to community residents?

A: All products involve a balance between risks and benefits. The active ingredients in Duet have been carefully tested. Duet is registered for ground and aerial applications in outdoor residential and recreational areas.

Q: Does the combination of prallethrin and Sumithrin in Duet increase toxicity?

A: No. Duet has the same toxicology profile as Anvil®.

Q: How does Duet break down in the environment?

A: Duet's active ingredients break down rapidly in sunlight into carbon dioxide and water vapor.

Q: What is Sumithrin, and how does it impact mosquitoes?

A: Sumithrin, best known in the Anvil formulation, is an active ingredient used for adult mosquito control. A synthetic pyrethroid, Sumithrin replicates the mosquito controlling properties of pyrethrin, derived from chrysanthemum plants. It has been widely used in mosquito control since 1975, and in the Anvil formulation has been used in every major mosquito control effort in the U.S. since 1999. Both prallethrin and Sumithrin interrupt the sodium channel complex in mosquito nerve axons.

Q: Is adult control effective?

A: Generally, spraying for adult mosquitoes is highly effective at killing adult mosquitoes on the wing. With Duet, the dual-active formulation provides excellent control among commonly controlled mosquitoes even at low application rates.

Q: How much Duet is typically applied?

A: Duet is applied in very low dosages, from less than half an ounce to a little more than one ounce of formulated product per acre (.41 to 1.23 fl oz/ac). In lay terms, approximately a teaspoon of formulated product treats an area the size of a football field.



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Clarke is a global environmental products and services company. Each year, Clarke helps make communities around the world more livable, safe and comfortable by pioneering, developing and delivering environmentally responsible disease prevention and habitat management solutions. In 2008, Clarke founded The Clarke Cares Foundation, a non-profit created to provide disease prevention support for communities with critical needs.

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Duet® Adulticide FAQs

What is Duet?

Duet is the name of a public health mosquito control product. It has two active ingredients: Sumithrin and Prallethrin. They are formulated to mimic the insect-killing (insecticidal) properties of natural substances called “pyrethrins” in chrysanthemum flowers. Duet was registered by the U.S. EPA in 1995 to help control adult mosquito populations that may transmit disease.

Does Duet pose a health risk to humans?

When applied as indicated on the label for adult mosquito control, Duet does not endanger human health.

Prior to registering a product, the EPA evaluates products thoroughly to be sure there is a “reasonable certainty of no harm” to humans, animals and the environment from their use. Duet and its ingredients have passed rigorous tests required by the EPA and has been approved for use in ground and aerial application in outdoor residential and recreational areas and other similar areas.

Will application of this product harm my children and/or pets? Can they be outdoors during the application?

Duet is applied at extremely low dosage rates – less than an ounce per acre. An acre is equivalent to approximately a football field. Such low rates mean there is very low exposure even if present during or immediately after the application is made; this level of exposure is far less than the amount necessary to pose a health concern.

People and pets can be outdoors during the application; there are no re-entry restrictions or limitations for Duet. If you choose to remain indoors, the spray (mist) will dissipate quickly through the treatment area (in 5-30 minutes, depending on weather conditions). The low application rate and wide area dispersal of the spray ensure that exposures are minimal.

Will this chemical harm the finish on my car and/or house? Do I need to rinse off outdoor toys?

No. The ingredients of Duet are not corrosive or staining and therefore should cause no chemical harm to the finish of a car and/or house and there is no need to wash off outdoor toys.

Do I need to close my doors and windows during the applications?

No. It is not necessary to close doors or windows. The spray will dissipate from the treated area quickly (within 5-30 minutes).

I have an air conditioner. Should I turn it off if spraying is scheduled in my area?

No. There is no need to take any precautions with air conditioning systems.

Do vegetables and fruits need to be harvested before the spraying? Or is there a certain amount of time I need to wait? Is rinsing with water sufficient?

No. Duet will not deposit in significant amounts. Residues will degrade quickly on exposure to sunlight. It is good common sense to rinse all fruits and vegetables with water prior to eating as a precautionary measure.

Do I need to cover my fish pond prior to a spraying?

No. The spraying should not pose a risk for a healthy pond.

Do horses and livestock need to be sheltered during the application?

No. Horses and livestock should not be adversely affected by applications of Duet. This product has low mammalian toxicity and its ingredients are commonly used in livestock pest management products.

How does Duet affect non-target insects?

Because of the manner in which Duet is applied and the time of day it is applied, it should not affect beneficial insects, like bees and butterflies. Duet is applied in small droplets, which break down quickly in the environment. Since the product must hit a mosquito while it is in flight to have an effect, it is sprayed at night when mosquitoes are actively flying and when other insects, such as bees and butterflies, are not active.

However, Duet is an insecticide and may be toxic upon direct exposure to bees active outside the hive. Beekeepers can protect their bees by sheltering the hives during the spraying operations.

How does Duet affect the environment?

The U.S. EPA has determined that Duet can be applied by truck or aircraft in residential and recreational areas, including vegetation surrounding parks, woodlands, swamps, marshes, overgrown areas and golf courses without undue risk to the environment. Duet may be toxic to some aquatic organisms, including fish and invertebrates; however the small amount of product and the manner in which it is applied greatly reduces this risk.

How is Duet applied?

Generally, Duet is applied at an ultra low volume in an extremely fine mist of tiny drops, where the average droplet size is 17 microns – smaller than the size of a pinpoint. It can be applied via ground (truck or backpack) or from the air.

How much is typically applied?

Duet is applied in very low dosages, from less than half an ounce to a little more than one ounce of formulated product per acre (.43 to 1.28 fl oz/ac). This current application will use a dosage rate of .8 fl oz/ac. This is approximately a tablespoon of formulated product to treat an area the size of a football field.

Will this eliminate our mosquito population?

No, this will not completely eliminate all mosquitoes. Killing adult mosquitoes (adulticiding) – or spraying – helps to control the size of mosquito populations and prevent the spread of disease. Mosquito populations are constantly dying off and regenerating, and adulticiding will not eliminate all of the adult mosquitoes in the community. Adulticiding is needed because source reduction (reducing unnecessary standing water), surveillance and larviciding (killing the mosquito population at the larval stage) alone are not enough to control mosquito populations.

Duet is effective in controlling disease-spreading mosquitoes. A specific problem area is identified and treated, but the spraying in this targeted area is not reaching an entire habitat of mosquitoes. Sometimes mosquitoes move into the spray zone from outside of it after it is treated, which is called “reinfestation” (i.e., they drift in on wind currents from areas that have not been treated). When mosquito reinfestation occurs, additional sprayings may need to be considered to control the spread of mosquitoes that transmit West Nile Virus. Effectively controlling an adult mosquito population through spraying also depends on a number of external factors, including timing, the level of reinfestation, methodology used during the application and weather conditions.



Duet® Adulticida Preguntas Frecuentes

¿Qué es Duet?

Duet es el nombre de un producto de salud pública para controlar mosquitos. Tiene dos ingredientes activos: Fenotrina y Praletrina. Están formulados para imitar las propiedades para matar insectos (insecticidas) de sustancias naturales de los crisantemos llamadas "piretrinas". Duet fue registrado en Estados Unidos por la Agencia de Protección Ambiental (EPA por sus siglas en inglés) en 1995 para ayudar a controlar la población de mosquitos adultos que pudieran transmitir enfermedades.

¿Es Duet peligroso para humanos?

Cuando se aplica de acuerdo a las indicaciones en la etiqueta para controlar mosquitos adultos Duet no representa ningún peligro a la salud humana.

Antes de registrar un producto, la EPA hace evaluaciones estrictas para asegurar de que al usarse dicho producto exista una "certeza razonable de no ocasionar daño" a humanos, animales y el medio ambiente. Duet y sus ingredientes han pasado pruebas rigurosas requeridas por la EPA y ha sido aprobado para usarse tanto en tierra como en aire y para interiores de residencias, áreas recreativas y otras áreas similares.

¿El uso de este producto puede lastimar a mis hijos y/o mascotas? ¿Pueden ambos permanecer afuera durante la aplicación?

Duet se aplica en dosis extremadamente pequeñas - menos de una libra por acre. Un acre equivale a un campo de fútbol aproximadamente. Esta concentración tan baja significa que la exposición es mínima, aún durante o inmediatamente después de aplicado el producto; este nivel de exposición es mucho menor que la cantidad necesaria para ser un problema de salud.

La gente y sus mascotas pueden estar afuera durante la aplicación; Duet no tiene ninguna restricción o limitación para volver a entrar. Si desea permanecer fuera, el rocío (la neblina) se disipará rápidamente por toda el área tratada (en 5 a 30 minutos, dependiendo de las condiciones climatológicas). Por su baja concentración y el área de dispersión amplia del rocío, la exposición al producto es ínfima.

¿Este químico puede dañar el acabado de mi automóvil y/o casa? ¿Debo enjuagar los juguetes del patio o jardín?

No. Los ingredientes de Duet no son corrosivos ni manchan y por lo tanto no deben causar ningún daño químico al acabado de una automóvil y/o casa, y no hay necesidad de enjuagar juegos del patio o jardín.

¿Necesito cerrar mis puertas y ventanas durante la aplicación?

No. No es necesario cerrar puertas o ventanas. El rocío se disipará rápidamente del área tratada (en 5 a 30 minutos).

Tengo aire acondicionado. ¿Debo apagarlo si hay una fumigación programada en mi área?

No. No es necesario tomar ninguna precaución con los sistemas de aire acondicionado.

¿Debo recolectar frutas y verduras antes de la fumigación? ¿O debo esperar por algún tiempo específico? ¿Es suficiente enjuagar con agua?

No. Duet dejará una cantidad de residuos mínima. Los residuos se degradarán rápidamente al estar expuestos a la luz del sol. Es recomendable enjuagar frutas y verduras con agua antes de consumirlas como medida de precaución.

¿Debo de cubrir mi estanque de peces antes de la fumigación?

No. La fumigación no representa ningún riesgo a la salud del estanque.

¿Debo de resguardar caballos y ganados durante la aplicación?

No. No habrá ningún efecto adverso en caballos y ganado por la aplicación de Duet. Este producto es de baja toxicidad para mamíferos, y sus ingredientes se encuentran comúnmente en productos de control de pestes para ganado.

¿Cómo afecta Duet a insectos que están fuera de su rango?

Por la forma en que Duet se aplica y la hora del día, no debería afectar a insectos benéficos, como abejas y mariposas. Duet se aplica en gotas pequeñas, las cuales se descomponen rápidamente en el ambiente. Para surtir efecto, este producto debe hacer contacto con el mosquito mientras vuela por lo que se rocía por la noche cuando los mosquitos están activamente volando y cuando otros insectos, como abejas y mariposas, no están activos.

Sin embargo, Duet es un insecticida y puede ser tóxico si existe una exposición directa con las abejas que estén fuera de sus colmenas. Los apicultores pueden proteger a sus abejas resguardando las colmenas durante las operaciones de fumigación.

¿Cómo afecta Duet al medio ambiente?

La EPA de los Estados Unidos ha determinado que Duet puede ser aplicado usando un camión o por aeroplano en áreas residenciales y recreativas, incluyendo vegetación alrededor de parques, bosques, pantanos, marismas, zonas de maleza y campos de golf sin causar ningún riesgo indebido al medio ambiente. Duet puede ser tóxico para ciertos organismos acuáticos, incluyendo peces e invertebrados; sin embargo, por ser muy pequeña la cantidad de producto que se aplica, el riesgo se reduce enormemente.

¿Cómo se aplica Duet?

Generalmente, Duet se aplica en un volumen ultra-bajo, como una neblina de gotas extremadamente finas donde el tamaño de una gota promedio es de 17 micras - mas pequeño que la punta de un alfiler. Puede ser aplicado por tierra (con un camión o una mochila) o desde el aire.

¿Qué cantidad de aplica típicamente?

Duet se aplica en dosis muy bajas, desde menos de media onza hasta un poco más de una onza de producto formulado por acre (.43 a 1.28 fl oz/ac). La aplicación actual utilizará una dosis de destino de .8 fl oz/ac. Este es aproximadamente una cucharada de producto formulado para dar tratamiento a una área de el tamaño de un campo de fútbol.

¿Esto eliminará la población de mosquitos?

No, esto no eliminará por completo a los mosquitos. Matar mosquitos adultos (adulticidio) - o fumigación - ayuda a controlar el tamaño de la población de mosquitos y previene la propagación de enfermedades. La población de mosquitos está muriendo y regenerándose constantemente, y el adulticidio no elimina a todos los mosquitos de la comunidad. El adulticidio es necesario por que la reducción de fuentes (reducción de agua estancada innecesaria), vigilancia y larvicidio (matar a la población de mosquitos es un estado larvario) por si solo no es suficiente para controlar la población de mosquitos.

Duet es efectivo para controlar mosquitos que propagan enfermedades. Se identifica una zona problemática y se trata, pero la fumigación en esta zona objetivo no llega a todo el hábitat de los mosquitos. Algunas veces los mosquitos se mueven dentro de una zona de fumigación desde otra área, lo cual se conoce como "reinfestación" (e.g., son traídos por corrientes de viento desde otras áreas que no han sido tratadas). Es posible que sea necesario considerar aplicar otra fumigación cuando ocurre una reinfestación de mosquitos para controlar la propagación de mosquitos que transmiten el virus West Nile. Controlar la población de mosquitos de forma efectiva a través de fumigación también depende de un número de factores externos, incluyendo el momento de la aplicación, el nivel de reinfestación, la metodología usada durante la aplicación y las condiciones climatológicas.



Sản phẩm diệt muỗi Duet® Những câu hỏi thường gặp

Duet là gì?

Duet là tên của một tổ chức về sản phẩm kiểm soát muỗi. Có hai thành phần chính: Sumithrin và Prallethrin. Chúng được xây dựng để bắt chước tính chất diệt côn trùng của các hợp chất tự nhiên gọi là “pyrethrins” trong hoa cúc. Duet được đăng ký bởi Cục Quản Lý Môi Trường của Mỹ vào năm 1995 để giúp Việt kiểm soát số lượng muỗi trưởng thành có thể truyền bệnh.

Duet gây ra những rủi ro về sức khỏe gì ở con người?

Khi sử dụng giống như được ghi trên nhãn sản của phẩm kiểm soát muỗi trưởng thành, Duet không gây nguy hiểm cho sức khỏe con người.

Trước khi đăng ký một sản phẩm, Cục Quản Lý Môi Trường tính toán một cách đầy đủ để đảm bảo sản phẩm ở một mức hợp lý không gây hại cho con người, động vật và môi trường sống từ những lần sử dụng. Duet và các thành phần của nó đã vượt qua được bài kiểm tra nghiêm ngặt của Cục Quản Lý Môi Trường và được phê duyệt để sử dụng trên mặt đất cũng như trên không tại khu dân cư, khu vực giải trí ngoài trời và các vùng tương tự.

Sản phẩm này có gây hại cho trẻ em hay thú nuôi hay không? Họ có thể ra ngoài khi sản phẩm được sử dụng hay không?

Duet được dùng ở mức liều lượng cực kỳ thấp – ít hơn một ounce mỗi héc-tac. Một héc-ta tương đương với gần một sân bóng đá. Liều lượng thấp như vậy nghĩa là chúng ta tiếp xúc rất ít, thậm chí nếu có mặt trong hoặc ngay sau khi sản phẩm được sử dụng; mức độ phơi nhiễm là ít hơn so với số lượng sản phẩm cần thiết để có thể gây ra nhưng vấn đề về sức khỏe.

Con người và vật nuôi có thể ở ngoài trong khi sản phẩm được sử dụng; không có sự giới hạn về việc này hay hạn chế dành cho Duet. Nếu bạn chọn ở lại trong nhà, bộ phun(sương mù) sẽ tiêu tan một cách nhanh chóng thông qua các khu vực điều trị (từ 5-30 phút, tùy thuộc vào điều kiện thời tiết). Liều lượng thấp và sự phân tán trên diện rộng đảm bảo tối thiểu hóa khả năng phơi nhiễm.

Những chất hóa học này có gây hại cho xe hay nhà của tôi không? Tôi có cần rửa sạch những đồ ngoài trời không?

Không. Các thành phần của Duet không ăn mòn hoặc nhuộm màu do đó không gây hại về phương diện hóa học cho xe và nhà và chúng ta không cần phải rửa sạch những đồ ngoài trời này.

Tôi có cần phải đóng cửa ra vào cũng như cửa sổ khi sản phẩm được sử dụng hay không?

Không. Không cần thiết phải đóng cửa ra vào hoặc cửa sổ. Sản phẩm sẽ tiêu tan nhanh chóng (trong vòng 5-30 phút) từ khu vực được điều trị.

Tôi có một cái máy lạnh. Tôi có cần phải tắt nó khi việc phun được thực hiện trong khu vực của tôi không?

Không. Không cần phải làm bất cứ biện pháp phòng ngừa nào với hệ thống điều hòa không khí.

Rau và hoa quả có cần phải thu hoạch trước khi phun không? Hay tôi phải chờ một khoảng thời gian? Rửa bằng nước thôi đã đủ chưa?

Không. Duet sẽ không lắng cặn nhiều. Chất cặn sẽ giảm nhanh khi tiếp xúc với ánh sáng mặt trời. Tốt nhất là nên rửa sạch rau và hoa quả trước khi ăn như là một biện pháp phòng ngừa.

Tôi có cần đập hồ cá lại khi phun hay không?

Không. Việc phun không gây ra nguy hại nào đến hồ cá.

Ngựa và gia súc có nên được che lại trong suốt tiến trình không?

Không. Ngựa và gia súc không bị tác động xấu bởi các sản phẩm của Duet. Sản phẩm này có độc tính thấp đối với động vật có vú và thành phần của nó thường được sử dụng trong các sản phẩm quản lý dịch hại vật nuôi

Duet tác động đến các côn trùng khác như thế nào?

Bởi vì cách thức mà Duet được áp dụng và thời gian trong ngày nó được áp dụng, nó không ảnh hưởng đến côn trùng có ích, như ong và bướm. Duet được phun bằng các giọt nước nhỏ, nó vỡ tan một cách nhanh chóng trong môi trường. Vì sản phẩm phải chạm vào một con muỗi trong khi nó đang bay để có hiệu lực, sản phẩm được phun vào ban đêm khi con muỗi đang tích cực bay và khi côn trùng khác, như ong, bướm, không hoạt động.

Tuy nhiên, Duet là một loại thuốc trừ sâu và có thể gây độc khi tiếp xúc trực tiếp với loài ong hoạt động bên ngoài tổ. Những người nuôi ong có thể bảo vệ những con ong của họ bằng cách che đậy cho các tổ ong trong suốt giai đoạn phun.

Duet ảnh hưởng đến môi trường như thế nào?

Cục quản lý môi trường của Mỹ (EPA) đã quyết định rằng Duet có thể được áp dụng bằng xe tải hoặc máy bay trong các khu vực dân cư và những khu vui chơi giải trí, bao gồm cả thảm thực vật xung quanh công viên, rừng rậm, đầm lầy, khu vực phát triển quá mức và sân golf mà gây rủi ro không đáng kể đối với môi trường. Duet có thể gây độc cho một số sinh vật dưới nước, bao gồm cả cá và động vật không xương; Tuy nhiên số lượng nhỏ sản phẩm và cách thức mà nó được áp dụng làm giảm đáng kể nguy cơ này.

Duet được dùng như thế nào?

Nói chung, Duet được áp dụng tại một khối lượng cực thấp trong một lần phun sương cực nhỏ, nơi có kích thước các giọt nước trung bình là 17 micron - nhỏ hơn so với kích thước của một pinpoint. Nó có thể được áp dụng thông qua mặt đất (xe tải hoặc ba lô) hoặc từ không khí.

Sử dụng một cách thông thường thì cần bao nhiêu ?

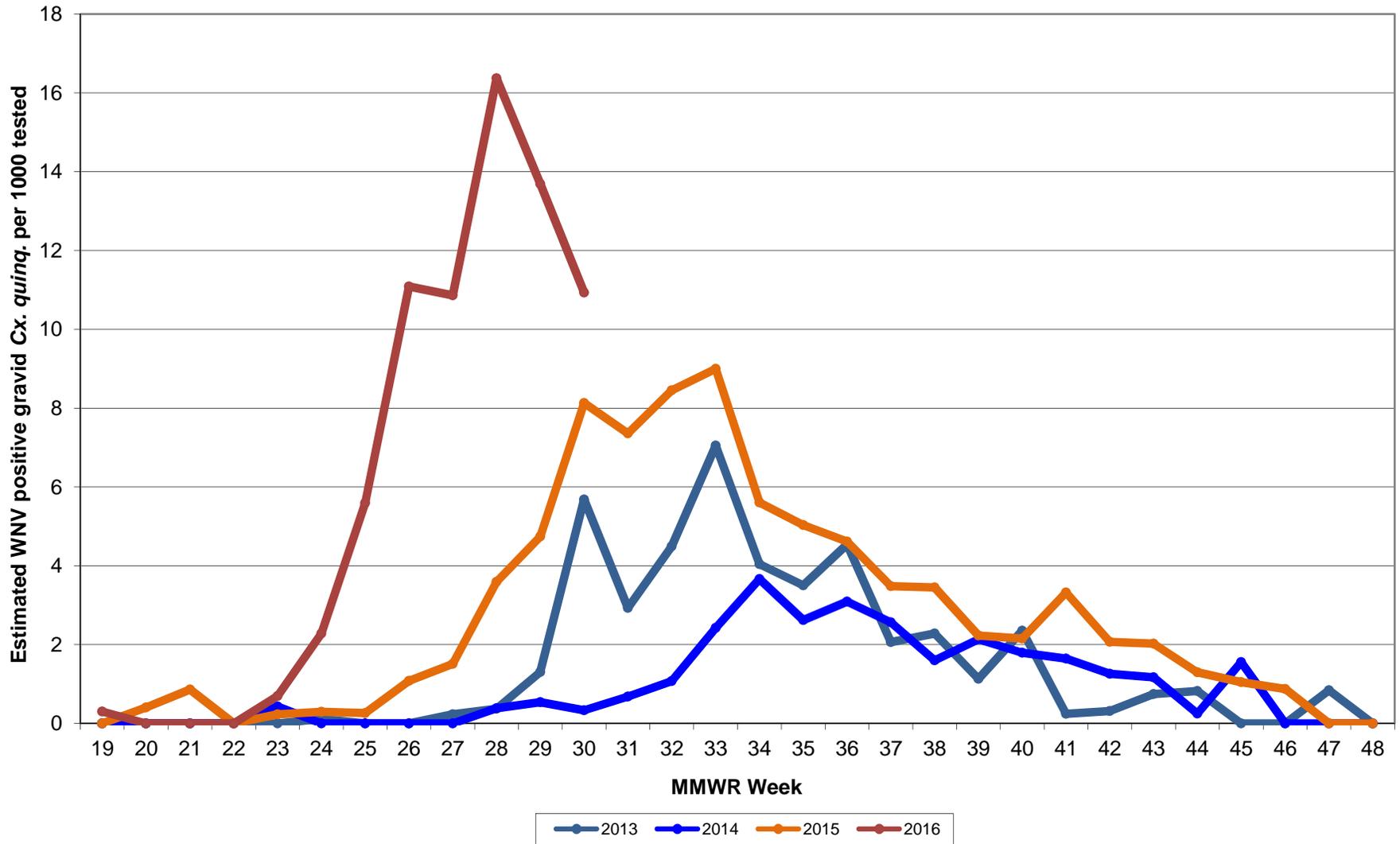
Duet được dùng ở liều lượng rất thấp, từ ít hơn một nửa ounce một chút đến nhiều hơn một ounce một chút của sản phẩm cho mỗi héc-ta (0,43-1,28 fl oz / ac). Ứng dụng hiện tại này sẽ sử dụng một liều lượng là 0,8 fl oz / héc-ta. Đây là khoảng một muỗng canh sản phẩm bào chế để sử dụng cho một khu vực có kích thước của một sân bóng đá.

Liệu sản phẩm này có diệt được quần thể muỗi không?

Không, sản phẩm này sẽ không hoàn toàn loại bỏ tất cả muỗi. Giết muỗi trưởng thành (adulticiding) - hoặc phun - giúp kiểm soát kích thước của quần thể muỗi và ngăn chặn sự lây lan của bệnh. Quần thể muỗi được liên tục chết đi và tái sinh, và việc này sẽ không loại bỏ tất cả những con muỗi trưởng thành trong cộng đồng. Giết muỗi trưởng thành là cần thiết vì việc cắt giảm nguồn phát sinh (giảm những vũng nước đọng không cần thiết), giám sát và "larviciding" (giết chết quần thể muỗi ở giai đoạn ấu trùng) một cách đơn lẻ là không đủ để kiểm soát quần thể muỗi.

Duet có hiệu quả trong việc kiểm soát những con muỗi gây bệnh. Một khu vực cụ thể có vấn đề được xác định và điều trị, nhưng việc phun rải ở khu vực mục tiêu này không đạt đến toàn bộ môi trường sống của muỗi. Đôi khi muỗi di chuyển vào khu vực phun từ bên ngoài sau khi khu vực được xử lý, được gọi là "tái xâm chiếm" (tức là, muỗi bay vào từ luồng gió ở các khu vực chưa được xử lý). Khi hiện tượng này xảy ra, những đợt phun bổ sung có thể cần phải được xem xét để kiểm soát sự lây lan của muỗi có mang virus West Nile. Kiểm soát một cách có hiệu quả một số lượng muỗi trưởng thành thông qua việc phun thuốc cũng phụ thuộc vào một số yếu tố bên ngoài, bao gồm cả thời gian, mức độ "tái xâm chiếm", phương pháp được sử dụng trong các lần phun và điều kiện thời tiết.

Weekly WNV Infection Rate of Gravid *Culex quinquefasciatus* by Year
Calculated with Maximum Likelihood Estimate



LANCASTER CITY COUNCIL

City Council Regular Meeting

Item 7.

Meeting Date: 08/08/2016

Policy Statement: This request supports the City Council 2015-2016 Policy Agenda

Goal(s): Financially Sound Government
Healthy, Safe & Vibrant Community
Quality Development

Submitted by: Rona Stringfellow, Assistant City Manager

Agenda Caption:

Discuss and consider a resolution approving the terms and conditions of a professional services agreement with The Retail Coach for the development of a Retail Recruitment Strategy.

Background:

The City Council, during its strategic planning session determined that the City would need to complete a retail strategy to determine an intentional methodology to attract and recruit retailers to the City of Lancaster. Council received a presentation at the July 12, 2016 work session.

The current Comprehensive Plan was adopted in February 2002; as a result of changing socio-economic trends, Council visioning, and growth potential a review of the existing plan will provide a fresh perspective. As we near completion of the comprehensive plan update council identified the need to develop and implement an intentional approach to attract and recruit retail developers and retailers to the city.

Operational Considerations:

The purpose of this request is to employ the services of the The Retail Coach to develop a retail recruitment strategy for the City of Lancaster. The Retail Coach will perform extensive market research to evaluate the metro area and local economy. Utilizing a "macro to micro" approach, economic, and competitive forces that may impact the community's retail strategy will be analyzed. Additionally, market specific data to identify competition, potential customer bases, and retail brand opportunities will be completed.

Legal Considerations:

The resolution and agreement have been reviewed and approved by the city attorney.

Options/Alternatives:

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

Recommendation:

Staff recommends approval of the resolution as presented.

FISCAL IMPACT:

The agreement is for one year with two one year renewal options in an amount not to exceed \$43,000 annually in accordance with the proposal.

Attachments

Resolution
Agreement
TRC proposal
Retail Fee

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE RETAIL COACH (TRC) AND THE CITY OF LANCASTER FOR PROVIDING A RETAIL STRATEGY FOR ECONOMIC DEVELOPMENT PURPOSES OF THE CITY OF LANCASTER; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE AND EFFECTIVE DATE.

WHEREAS, TRC has the expertise to provide extensive market research to evaluate the metro area and local economy and gather market specific data to identify competition, potential customer bases, and retail brand opportunities.

WHEREAS, the City Council of Lancaster desires to utilize the expertise TRC can offer for the above referenced services; and

WHEREAS, the City Council has determined that it would be in the best interest of the City to enter into an Agreement with TRC, which is attached hereto and incorporated herein by reference as Exhibit "A", and to authorize the City Manager to execute the same.

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

SECTION 1. The City Council hereby approves and accepts the terms and conditions of the professional services agreement with TRC, which is attached hereto and incorporated herein by reference as Exhibit "A", for the purposes of providing strategic services for retail recruitment.

SECTION 2. The City Manager of the City of Lancaster, Texas is hereby authorized to execute said professional services 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 8th day of August, 2016.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

City of Lancaster, Texas
Standard Professional Services Agreement

This Agreement is made by and between the City of Lancaster, Texas, a home-rule municipality (hereinafter referred to as the "City") and [The Retail Coach](#), (hereinafter referred to as the "Provider") for [Retail Strategy Service Agreement](#), (hereinafter referred to as the "Project"), the Owner and the Provider hereby agree as follows:

ARTICLE I: CONTRACT & CONTRACT DOCUMENTS

1.1 THE CONTRACT

The Contract between the City and the Provider, of which this Agreement is a part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last party to execute it.

1.2 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the Scope of Service, the Fee for Service, all Amendments issued hereafter, any other amendments executed by the parties, together with the following (if any): None

Documents not enumerated in this Paragraph 1.2.1 are not Contract Documents and do not form part of this Contract.

ARTICLE 2: RECITALS

- 2.1 The City desires the Provider complete an extensive market research to evaluate the metro area and local economy; and
- 2.2 The Provider has the knowledge, ability and expertise to provide such services; and
- 2.3 The City desires to engage the services of Provider, as an independent Contractor and not as an employee, to provide services the services listed below and as detailed in the scope of services which is attached hereto and incorporated herein as [Exhibit A](#).

ARTICLE 3: TERM / TERMINATION

3.1 Time of Performance

All work and services provided under this Contract must be completed as outlined in Exhibit A.

3.2 Time is of the essence of this Contract.

The FIRM shall be prepared to provide the professional services in the most expedient and efficient manner possible in order to complete the work by the times specified.

3.3 TERMINATION

This Agreement may be suspended or terminated by either Party with or without cause at any time by giving written notice to the other party. In the event suspension or termination is without cause, payment to the Provider, in accordance with the terms of this Agreement, will be made on the basis of services reasonably determined by City to be satisfactorily performed to date of suspension or termination. Such payment will be due upon delivery of all instruments of service to City.

In the event that City requires a modification of the Agreement with Provider, and in the event the parties fail to agree upon a modification of this Agreement, the Parties shall have the option of terminating this Agreement. Payment to Provider shall be made by the City in accordance with the terms of this Agreement, for the services mutually agreed upon by the Parties to be properly performed by the Provider prior to such termination date.

ARTICLE 4: SCOPE OF SERVICES

4.1 Scope of Services

In consideration of the compensation stated in Article 5, the provider agrees to provide the City with the services as described in Exhibit A which is incorporated herein by reference for all purposes, and which services may be more generally described as follows:

TRC will perform extensive market research to evaluate the metro area and local economy. Using a “macro to micro” approach, economic, and competitive forces that may impact the community’s retail strategy will be analyzed. We will gather market-specific data to identify competition, potential customer bases, and retail brand opportunities.

4.2 AUTHORIZED AGENT

All work performed by the Provider will be performed under this Agreement, signed by a duly authorized agent of the City as approved by resolution of the City Council of the City of Lancaster, Texas and the designated authorized agent for the Provider.

ARTICLE 5: COMPENSATION / PAYMENT TERMS AND CONDITIONS

5.1 Compensation for the performance of Services described herein shall be paid to the Provider by the City in an amount not to exceed the lump sum price submitted which shall accrue and be payable as provided in Sections 5.01 and 5.02 hereof.

5.2 Work will be performed at the rates set forth in Exhibit B, Fee Schedule, which is attached hereto and incorporated herein by reference, or as otherwise provided in negotiated fee schedules approved within this Agreement, if any.

5.3 If the City fails to make any payment due the Provider within thirty (30) days after receipt of Provider’s invoice, the amounts due the Provider will be increased at the rate of 1.5% per month from said thirtieth day, unless there is a good faith refusal by the City to pay. Payment shall be remitted to Provider by City as instructed on invoices.

5.4 Invoices shall be delivered to one of the following address.

City of Lancaster
Accounts Payable
PO Box 940
Lancaster, TX 75146

accounts-payable@lancaster-tx.com

ARTICLE 6: TIME FOR COMPLETION

6.1 The Provider’s services and compensation under this Agreement have been agreed to in anticipation of orderly and continuous progress of the Assigned Project(s) through completion of the project(s).

6.2 If the City fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, the Provider shall be entitled to equitable adjustment of rates and amounts of compensations to reflect reasonable costs incurred by Provider as a result of the delay or changes in the various elements that comprise such rates of compensation, but in no event shall such compensation exceed the scope of services schedule of maximum payment unless a written amendment to this Agreement is consummated between the parties.

ARTICLE 7: INDEMNIFICATION

7.1 THE PROVIDER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER COLLECTIVELY REFERRED TO AS “INDEMNITIES”) FROM AND AGAINST SUITS, ACTIONS, CLAIMS, LOSSES, ANY DAMAGE, LIABILITY, AND FROM AND AGAINST ANY COSTS AND EXPENSES, INCLUDING, IN PART, ATTORNEY FEES INCIDENTAL TO THE DEFENSE OF SUCH SUITS, ACTIONS CLAIMS, LOSSES, DAMAGES OR LIABILITY ON ACCOUNT OF INJURY, DISEASE, SICKNESS, INCLUDING DEATH, TO ANY PERSON OR DAMAGE TO PROPERTY INCLUDING, IN PART, THE LOSS OF USE RESULTING THEREFROM,

ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE PROVIDER, ITS OFFICERS, EMPLOYEES, SERVANTS, AGENTS OR SUBCONTRACTORS, OR ANYONE ELSE UNDER THE PROVIDER'S DIRECTION AND CONTROL, AND ARISING OUT OF, RESULTING FROM, OR CAUSED BY THE PERFORMANCE OR FAILURE OF PERFORMANCE OF ANY WORK OR SERVICES UNDER THIS AGREEMENT, OR FROM CONDITIONS CREATED BY THE PERFORMANCE OR NON-PERFORMANCE OF SAID WORK OR SERVICES. IN THE EVENT ONE OR MORE OF THE INDEMNITIES IS DETERMINED BY A COURT OF LAW TO BE JOINTLY OR DERIVATIVELY NEGLIGENT OR LIABLE FOR SUCH DAMAGE OR INJURY, THE PROVIDER SHALL BE OBLIGATED TO INDEMNIFY INDEMNITIES AS PROVIDED HEREIN ON A PROPORTIONATE BASIS IN ACCORDANCE WITH THE FINAL JUDGMENT, AFTER ALL APPEALS ARE EXHAUSTED, DETERMINING SUCH JOINT OR DERIVATIVE NEGLIGENCE OR LIABILITY.

7.02 THE CITY AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE PROVIDER, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER COLLECTIVELY REFERRED TO AS "INDEMNITIES") FROM AND AGAINST SUITS, ACTIONS, CLAIMS, LOSSES, ANY DAMAGE, LIABILITY, AND FROM AND AGAINST ANY COSTS AND EXPENSES, INCLUDING, IN PART, ATTORNEY FEES INCIDENTAL TO THE DEFENSE OF SUCH SUITS, ACTIONS CLAIMS, LOSSES, DAMAGES OR LIABILITY ON ACCOUNT OF INJURY, DISEASE, SICKNESS, INCLUDING DEATH, TO ANY PERSON OR DAMAGE TO PROPERTY INCLUDING, IN PART, THE LOSS OF USE RESULTING THEREFROM, ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE CITY, ITS OFFICERS, EMPLOYEES, SERVANTS, AGENTS OR SUBCONTRACTORS, OR ANYONE ELSE UNDER THE CITY'S DIRECTION AND CONTROL, AND ARISING OUT OF, RESULTING FROM, OR CAUSED BY THE PERFORMANCE OR FAILURE OF PERFORMANCE OF ANY WORK OR SERVICES UNDER THIS AGREEMENT, OR FROM CONDITIONS CREATED BY THE PERFORMANCE OR NON-PERFORMANCE OF SAID WORK OR SERVICES. IN THE EVENT ONE OR MORE OF THE INDEMNITIES IS DETERMINED BY A COURT OF LAW TO BE JOINTLY OR DERIVATIVELY NEGLIGENT OR LIABLE FOR SUCH DAMAGE OR INJURY, THE CITY SHALL BE OBLIGATED TO INDEMNIFY INDEMNITIES AS PROVIDED HEREIN ON A PROPORTIONATE BASIS IN ACCORDANCE WITH THE FINAL JUDGMENT, AFTER ALL APPEALS ARE EXHAUSTED, DETERMINING SUCH JOINT OR DERIVATIVE NEGLIGENCE OR LIABILITY.

7.03 THE PROVIDER IS NOT OBLIGATED TO INDEMNIFY THE CITY IN ANY MANNER WHATSOEVER FOR THE CITY'S OWN NEGLIGENCE.

7.04 NOTHING CONTAINED HEREIN SHALL CONSTITUTE A WAIVER OF GOVERNMENTAL IMMUNITY IN FAVOR OF ANY THIRD PARTY.

7.05 PROVIDER AGREES THAT IT IS AN INDEPENDENT CONTRACTOR AND NOT AN AGENT OF THE CITY, AND THAT PROVIDER IS SUBJECT, AS AN EMPLOYER, TO ALL APPLICABLE UNEMPLOYMENT COMPENSATION STATUTES, SO FAR AS TO RELIEVE THE CITY OF ANY RESPONSIBILITY OR LIABILITY FROM TREATING PROVIDER'S EMPLOYEES AS EMPLOYEES OF CITY FOR THE PURPOSE OF KEEPING RECORDS, MAKING REPORTS OR PAYMENTS OF UNEMPLOYMENT COMPENSATION TAXES OR CONTRIBUTIONS. PROVIDER FURTHER AGREES TO INDEMNIFY AND HOLD CITY HARMLESS AND REIMBURSE IT FOR ANY EXPENSES OR LIABILITY INCURRED UNDER SAID STATUTES IN CONNECTION WITH EMPLOYEES OF PROVIDER.

7.06 PROVIDER SHALL DEFEND AND INDEMNIFY INDEMNITIES AGAINST AND HOLD CITY AND THE PREMISES HARMLESS FROM ANY AND ALL CLAIMS, SUITS OR LIENS BASED UPON OR ALLEGED TO BE BASED UPON THE NON-PAYMENT OF LABOR, TOOLS, MATERIALS, EQUIPMENT, SUPPLIES, TRANSPORTATION AND MANAGEMENT COSTS INCURRED BY PROVIDER IN PERFORMING THIS AGREEMENT.

ARTICLE 8: INSURANCE

8.1 Workers Compensation Insurance

The Provider shall provide and maintain Workers' Compensation with statutory limits.

8.2 Automotive Insurance

Provider shall provide and maintain in full force and effect during the time of this Agreement, auto insurance (including, but not limited to, insurance covering the operation of owned and non-owned automobiles, trucks and other vehicles) protecting Provider and City as an additional insured with limits not less than 250/500/100,000 or as amended by statute.

8.3 General Liability Insurance

Provider shall provide general liability insurance. Such insurance covering personal and bodily injuries or death shall be in the sum of not less than two hundred fifty thousand dollars (\$250,000.00) per occurrence and five hundred thousand dollars (\$500,000.00) aggregate. Insurance covering damages to property shall be in the sum of not less than one hundred thousand dollars (\$100,000.00). The general liability insurance must name the City as an additional insured.

8.4 Professional Liability Errors and Omissions Insurance

Provider shall also provide and maintain Professional Liability Errors and Omissions Insurance coverage to protect Provider and City from any liability arising out of the performance of professional services, if any, under this Agreement. Such coverage shall be in the sum of not less than three hundred thousand dollars (\$300,000.00) per occurrence and five hundred thousand dollars (\$500,000.00) aggregate.

8.5 Certificate of Insurance

A signed Certificate of Insurance, satisfactory to City, showing compliance with the requirements of this Article shall be furnished to City before any services are performed. Such Certificate shall provide thirty (30) days written notice to City prior to the cancellation or modification of any insurance referred to therein.

The project name and bid/contract number shall be listed on the certificate.

ARTICLE 9: DEFAULT

In the event Provider fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within thirty (30) days after written notice by City to Provider, City may, at its sole discretion without prejudice to any other right or remedy.

- (a) Terminate this Agreement and be relieved of the payment of any further consideration to Provider except for all work determined by City to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Provider to and from meetings called by City at which Provider is required to attend, but shall not include and loss of profit of Provider. In the event such termination, City may proceed to complete the services in any manner deemed proper by the City, either by the use of its own forces or by resubmitting to others. Provider agrees that any costs incurred to complete the services herein provided for may be deducted and paid by the owner out of such money's as may be due or that may thereafter become due to Provider under and by virtue of this Agreement.
- (b) City may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of Provider.

ARTICLE 10: MISCELLANEOUS

10.1 Reuse of Documents:

All documents including Maps, Plans and Specifications provided or furnished by the Provider pursuant to this Agreement are instruments of service; and Provider shall retain ownership and property interest therein whether or not the work is completed. The City may make and retain copies of any plans or specifications provided under this Agreement for the use by City and others; such documents are not intended or suitable for reuse by City or others on extension of the Project or on any other Project. Any such reuse without written approval or adaptation by the Provider for the specific purpose intended will be at the City's sole risk and without liability to the Provider.

10.2 Entire Agreement.

This Agreement constitutes the sole and only Agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties with respect to this subject matter.

10.3 Assignment.

Neither this Agreement nor any duties or obligations under it shall be assignable by PROVIDOR without the prior written consent of City. In the event of an assignment by Provider to which the City has consented, the

assignee or the assignee's legal representative shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, obligations, and agreements contained in this Agreement.

10.4 Adjustments in Services/Amendment.

This Agreement may be amended by the mutual written agreement of the parties. Provider shall not make any claims for extra services, additional services or changes in the services without a written agreement with City prior to the performance of such services.

10.5 Governing law.

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in Dallas County, Texas.

10.6 Notices.

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

City of Lancaster

Opal Mauldin Robertson, City Manager
PO Box 940
Lancaster, TX 75146
972-218-1300
orobertson@lancaster-tx.com

The Retail Coach

C. Kelly Cofer, CCIM
86 Clark Blvd.
Tupelo, MS 38804
800-851-0962
info@theretailcoach.net

10.7 Legal construction.

In the event 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 not affect any other provisions and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

10.8 Successors and Assigns.

- (a) The City and Provider each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of City and Provider are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other party in respect of all covenants and obligations of this Agreement.
- (b) Neither the City nor the Provider may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- (c) Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by the Provider to any Provider, subcontractor, supplier, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than the City and the Provider.

10.9 Conflict.

If a conflict exists between this Agreement, and an Exhibit, the Response, then such conflicts shall be resolved as follows:

- (a) If a conflict exists between this Agreement and an Exhibit or the Response, then this Agreement shall control.
- (b) If a conflict exists between the Response and an Exhibit, the Exhibit shall control.

10.10 Severability

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Provider, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.11 Captions

The captions used in this Agreement are for convenience only and shall not affect in any way the meaning or interpretations of the provisions set forth herein.

10.12 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this the 8th day of August, 2016.

CITY OF LANCASTER

THE RETAIL COACH

Opal Mauldin-Robertson, City Manager

Date: _____

Date: _____

ATTEST:

ATTEST:

Sorangel O. Arenas, City Secretary

Exhibit A: Retail Strategy proposal

Exhibit B: Fee



RETAIL STRATEGY

CITY OF LANCASTER, TEXAS

JUNE 13, 2016



TheRetailCoach®

Creating places to relax, dine and shop.

AUSTIN

HOUSTON

TUPELO

THERETAILCOACH.NET

800.851.0962

INFO@THERETAILCOACH.NET

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Firm Profile

For more than 16 years, The Retail Coach (TRC) has been the “go-to firm” for municipalities, economic development organizations, chambers of commerce, real estate developers, and retailers seeking practiced advice on retail strategy, property development, property redevelopment, and urban revitalization.

As the first transaction-oriented retail real estate advisory firm in the nation—with experience in more than 400 communities and repeat assignments with over 88 percent of them—we provide tailored, end-to-end retail economic development strategies for clients.

Our success lies in our unique private-sector perspectives and experiences—that of a retailer and a retail real estate practitioner. These unique abilities and insights are based on knowledge gained from working as a national site selector in the corporate real estate department for an NYSE-traded national retailer and as a real estate broker representing retailers with programmed market analyses and site selection.

Our Retail:360[®] Process approach is tailored to each client’s specific needs, goals, and opportunities, and includes the following phases:

- Metro Research
- Community Core Analysis
- Marketing & Branding
- GIS Site Mapping Platform
- Retailer Recruitment
- Action Plan
- Developer Recruitment
- Supportive Retail Coaching to ensure clients gain a competitive edge in the marketplace
- Urban Revitalization

Our experiences and strategies have assisted in the leasing, selling, development, and redevelopment of millions of square feet of freestanding, urban, strip center, mixed-use, and mall projects throughout the United States.

LEADERSHIP TEAM



<p>C. KELLY COFER, CCIM PRESIDENT & CEO</p>
<ul style="list-style-type: none"> ● More than 30 years experience in retail real estate and economic development
<ul style="list-style-type: none"> ● Extensive experience in market research and site selection
<ul style="list-style-type: none"> ● Guest speaker for national industry organizations
<ul style="list-style-type: none"> ● Earned prestigious Certified Commercial Investment Member (CCIM) award
<ul style="list-style-type: none"> ● Attended Economic Development Institute at University of Oklahoma
<ul style="list-style-type: none"> ● Holds Bachelor of Science degree from Texas A&M University
<p>SCOTT EMISON DIRECTOR - RETAIL STRATEGY</p>
<ul style="list-style-type: none"> ● Expertise in architecture, site planning, and business development
<ul style="list-style-type: none"> ● Seven years experience in project management
<ul style="list-style-type: none"> ● Five years experience in marketing strategy
<ul style="list-style-type: none"> ● Graduated Cum Laude with Bachelor's degree in Architecture from Mississippi State University
<ul style="list-style-type: none"> ● Holds Urban Planning Certification from MSU Gulf Coast Community Design Studio
<ul style="list-style-type: none"> ● Previously served on Downtown Tupelo Main Street Association Committee

<p>AARON FARMER SENIOR VICE PRESIDENT - RETAIL STRATEGY</p>
<ul style="list-style-type: none"> ● Marketing degree from Mays Business School at Texas A&M University
<ul style="list-style-type: none"> ● MBA from Texas A&M University
<ul style="list-style-type: none"> ● Experience in market research and retail development
<ul style="list-style-type: none"> ● Has worked with leading retailers such as FedEx, Kinkos, Adidas, and the National American Association of Subway Franchises
<p>BRYCE LONDON DIRECTOR - RETAIL STRATEGY</p>
<ul style="list-style-type: none"> ● Bachelor of Science in Industrial Distribution from Texas A&M University
<ul style="list-style-type: none"> ● MBA from Mays Business School at Texas A&M University
<ul style="list-style-type: none"> ● Seven years technical professional experience
<ul style="list-style-type: none"> ● Awarded Western Hemisphere- Upsell award for Enhancer 923 national rollout representing \$100M in new product sales
<ul style="list-style-type: none"> ● Business Leadership Development I & II at Center for Executive Development at Texas A&M University, Mays Business School

<p>TJ MICHELIC DIRECTOR - OPERATIONS</p>
<ul style="list-style-type: none"> ● Experienced in public speaking and public relations
<ul style="list-style-type: none"> ● Noted history of community involvement
<ul style="list-style-type: none"> ● Former director of Madron Services, Inc.
<ul style="list-style-type: none"> ● Experienced in organizational training
<ul style="list-style-type: none"> ● Received Bachelor's degree from University of the Southwest in Hobbs, New Mexico
<p>SUZANNE BROOKE DIRECTOR - MARKETING</p>
<ul style="list-style-type: none"> ● More than 20 years of marketing experience
<ul style="list-style-type: none"> ● Bachelor of Arts in Communication with a minor in marketing from University of Texas
<ul style="list-style-type: none"> ● Extensive consulting experience
<ul style="list-style-type: none"> ● Former director of communications for one of the largest real estate trade associations in the nation
<p>NANCY DEES DIRECTOR - FINANCE</p>
<ul style="list-style-type: none"> ● Extensive management experience
<ul style="list-style-type: none"> ● Directs all administrative functions at The Retail Coach
<ul style="list-style-type: none"> ● Experienced retail buyer and store inventory control manager
<ul style="list-style-type: none"> ● Accounting experience benefiting leading American retailers

<p>MADDIN McCORD PROJECT MANAGER - RETAIL STRATEGY</p>
<ul style="list-style-type: none"> ● Bachelor of Arts in Communication Studies from Clemson University
<ul style="list-style-type: none"> ● Studied abroad at University of Otago in Dunedin, New Zealand
<ul style="list-style-type: none"> ● Worked as English teacher in Puerto Varas, Chile
<ul style="list-style-type: none"> ● Managed Pure Barre in Aspen, Colorado
<ul style="list-style-type: none"> ● Quality Monitoring Professional at Yodel, Inc. in Austin, Texas
<p>KIMBERLY ALLRED PROJECT MANAGER - RETAIL STRATEGY</p>
<ul style="list-style-type: none"> ● Graduated cum laude from the University of Mississippi
<ul style="list-style-type: none"> ● Bachelor's degree in International Studies and Spanish
<ul style="list-style-type: none"> ● Student of Croft Institute for International Studies and a member of the Sally McDonnell Barksdale Honors College
<ul style="list-style-type: none"> ● Career experience in political campaign scheduling, finance and business consulting
<ul style="list-style-type: none"> ● Retail management experience with the iconic retail brand Anthropologie

Scope of Services



PHASE 1: METRO RESEARCH

TRC will perform extensive market research to evaluate the metro area and local economy. Using a “macro to micro” approach, economic, and competitive forces that may impact the community’s retail strategy will be analyzed. We will gather market-specific data to identify competition, potential customer bases, and retail brand opportunities.

1.1 | ANALYZING COMPETITIVE MARKET AREAS

A community must have a clear understanding of the competitive nature of retail recruitment. The community that secures the retail will receive the eventual benefits of increased sales tax revenues and improved quality of life.

Monitoring what is occurring in competing market areas is essential. What are their advantages? What are their challenges? Are they experiencing significant growth or a shift in their demographic base? What are their current retail offerings? Before analyzing the Lancaster community, TRC will look at competing communities to:

- Identify economic and market forces that may have a direct and significant impact on retail recruitment and retail development in Lancaster.
- Document and evaluate primary national and regional retail brands.
- Create demographic profiles.
- Identify development trends and challenges that may provide Lancaster a competitive recruitment advantage.
- Assess retail recruitment incentive programs.

1.2 | ANALYZING THE COMMUNITY

A community, regardless of size, is composed of multiple retail districts.

Each retail district has its own, unique retail trade area and related retail opportunity based on several different factors: retail trade area population served, demographic profile of consumers in the trade area, and road systems serving the district. Some districts have a regional consumer draw, while others may only serve a specific neighborhood within the community. To determine and analyze retail districts, TRC will:

- Tour primary and secondary traffic corridors to evaluate development and redevelopment potential based on an investigation of access, streetscapes, neighborhoods, zoning, topography, and other pertinent factors.
- Document regional and national retail brands.
- Identify, confirm, and map each retail district.
- For each district, identify community and economic development issues.
- For each district, document real estate sites suited for new development and redevelopment.
- For each district, document major retail vacancies.

1.3 | STAKEHOLDER DISCUSSIONS

Community leadership and stakeholder buy-in is key to the strategy. Stakeholders who are not “in on it” may be “down on it.” Buy-in is best accomplished through individual and group meetings.

Discussing the strategy and timelines with public and private stakeholders is a part of our process. Stakeholders may include city staff and representatives, community leaders, real estate brokers, retail developers, property owners, and owners of independent businesses. By gathering stakeholder input, TRC will gain a more comprehensive view of the community’s opportunities and possible challenges.



PHASE 2: COMMUNITY CORE ANALYSIS

2.1 | DETERMINING RETAIL TRADE AREAS

The retail trade area is the foundation of the strategy, and its accuracy is critical. The retail trade area is the geographical area from which a community's retail derive a majority of their business. To best confirm a community's retail trade area, we will execute the following strategic steps:

Mobile Data for Location Decisions

TRC will utilize mobile location technology that analyzes location and behavioral data collected from mobile devices to determine consumer visits to Lancaster and its retail districts. This high-confidence data is used to verify retail trade areas and validate retail site selection and expansion decisions.

Discussions with Retailers

TRC will interview national and regional retailers, seeking input on their business performance and, most importantly, where consumers are traveling from—based on point-of-sale data. No one knows the travel and shopping behavior of consumers better than the retailers themselves. This point-of-sale data is significantly more accurate than computer-generated estimates of radial and drive-time populations.

Retail Trade Area Mapping

TRC will delineate a boundary map of the retail trade area using mobile data collected and retailer interviews.

Retail Trade Area Mapping Using Driving Times

TRC will delineate a boundary map of the retail trade area using three (3) unique drive times—areas from which a consumer can reach the community or retail site within designated commute times.

2.2 | DEMOGRAPHIC PROFILING

A community must be able to instantaneously provide information and data sets sought by retailers during the site selection process. The data must be accurate, current, and readily available.

The Retail Coach will create comprehensive 2010 Census, 2016, and 2021 demographic profiles for the retail trade area, Lancaster community, and appropriate drive times. The profile includes the following characteristics:

- Population and projected population growth
- Population growth trends
- Ethnicities
- Average and median household incomes
- Median age
- Households and household growth
- Educational attainment

2.3 | PSYCHOGRAPHIC PROFILING

As retail site selection has evolved from an art to a science, psychographic lifestyle segmentation has become an essential element of retailers' preferred location criteria. Understanding a consumer's propensity to purchase certain retail goods and services—as well as specific retail brands—is valuable to national, regional, and independent retailers.

Understanding consumer behavior and their retail purchasing habits eliminates risk for retailers to make site decisions. Based on the market segmentation system developed by ESRI, TRC will develop a Tapestry Segmentation profile of the households in the retail trade area by using the most advanced socioeconomic and demographic data to:

- Measure consumer attitudes, values, lifestyles, and purchasing behaviors to understand the categories and brands of retailers that may be of interest.
- Graph lifestyle classifications, highlight dominant lifestyle segments, and provide comprehensive definitions of lifestyle segments.
- Rank lifestyle segments and categorize them by summary group, segment code, and segment name.

2.4 | CONSUMER SURVEYING

Consumer buy-in is critical since consumers drive retail demand. Luckily, when a consumer's opinion is requested, it will be given and is often beneficial.

TRC will survey consumers in the community to determine retail spending patterns, purchasing habits, and specific retailer brand preferences. Survey questions may include:

- On average, how often does your family shop in Lancaster?
- How much does your family spend each month on retail (and restaurants)?
- What percentage of retail purchases does your family make outside of Lancaster?
- When shopping outside of Lancaster, where exactly do you shop?
- If there were better retail choices in Lancaster, would you shop here more often?
- What specific retailers would you like to see in Lancaster?

2.5 | DETERMINING THE DAYTIME POPULATION

The workplace population or labor market area is important to quick-serve and casual dining restaurants that rely heavily on lunch business.

A community's labor market may be confined to city boundaries, or it may include areas of employment outside the boundaries. TRC will provide an employment summary report detailing the total number of establishments, by industry, and employee counts within the designated labor market area. This report will provide insight into the "work here" population versus the "live here" population.

2.6 | IDENTIFYING RETAIL GAPS

A retail gap analysis will determine the level of retail demand for a designated retail trade area. The analysis computes the retail potential of the retail trade area and then compares it to estimated actual sales in the community. The difference is either a leakage, where consumers are traveling outside the community for certain retail goods and services, or a surplus, where consumers are traveling from outside the community for certain retail goods and services. TRC will perform a retail gap analysis to calculate the approximate flow of retail dollars in and out of Lancaster. The retail gap analysis will:

- Identify retail sales surpluses and leakages for more than 88 retail categories.
- Distinguish retail categories with the highest prospect for success and quantify their retail potential.
- Develop and provide summary tables and graphs of each retail category, illustrating potential sales versus estimated actual sales.

2.7 | IDENTIFYING & MARKETING RETAIL SITES

Retailers are interested not only in the market data on your community, but also in evaluating all available sites that fit their site selection criteria and location preferences. A community must create and maintain a database of prime available properties along with accurate and current marketing information.

TRC will identify five prime retail sites to market. Selection criteria will be based on the essential factors of regional and national retailers' site selection criteria, including location and character of the area, retail trade area population, traffic and traffic patterns, visibility, adequate parking, available signage, and safety.

2.8 | IDENTIFYING RETAIL DEVELOPMENT & REDEVELOPMENT OPPORTUNITIES

TRC's strategy will reveal new development and redevelopment opportunities in the community.

Land Use Analysis

A highest and best-use analysis is needed to view properties not as they are today, but what they may become tomorrow.

TRC will analyze five sites and recommend their highest and best uses. Sites to be analyzed will be approved in advance by Lancaster staff. Recommendations of higher uses will be made in the context of economic conditions, the vision of the community and its stakeholders, and optimal financial impact. Site criteria includes:

- Existing market conditions
- Retail trade area population
- Traffic counts
- Site-line visibility from major and secondary traffic arteries
- Ingress/egress for primary and secondary traffic arteries
- Existence of median cuts or possibilities
- Traffic signal existence or possibilities
- Site characteristics and topography
- Current zoning
- Proximity to "anchor" retailer/retail clusters
- Workplace population

2.9 | RECOMMENDATIONS FOR ECONOMIC AND COMMUNITY DEVELOPMENT

Retailers tend to locate where their investment is the most secure. By looking at your community from their perspective, we provide specifics that lead to retail recruitment and development success.

TRC has differentiated itself within the industry by creating recommendations and next steps that are unique to each community. Because successful community development precedes successful economic development, we look at your community through the “eyes of a retailer” to deliver a retail strategy that includes specific recommendations for community and economic development.



PHASE 3: MARKETING + BRANDING

The most critical step in attracting targeted retailers is providing accurate and current site-specific information to corporate site selectors, real estate brokers and developers.

3.1 | RETAIL MARKET PROFILE

TRC will develop a retail market profile tailored to the specific needs of targeted retailers' essential location criteria. The profile serves as a community introduction and includes:

- Retail trade area map
- Location map
- Traffic count map
- Demographic profile summary
- Appropriate logo and contact information

3.2 | RETAIL FEASIBILITY PACKAGES

TRC will create a retailer-specific retailer feasibility package to address retailers' essential location criteria. The feasibility package includes:

- Community overview
- Real estate sites
- Location map
- Retail trade area map
- Existing retailer aerial map
- Retailer location map
- Retail trade area demographic profile summary
- Retail gap analysis summary table
- Retail trade area psychographic profile
- Retail trade area demographic profile
- Community demographic profile
- Area traffic generators
- Retail site profiles
- GIS interactive maps
- Appropriate logo and contact information

TRC will create an online community dashboard, which is available at www.theretailcoach.net, for visual presentation and easy downloading of marketing information and data sets.

3.3 | RETAIL SITE PROFILES

TRC will create a retail site profile for each identified site with current site-specific information, including:

- Location
- Aerial photographs
- Site plan
- Demographic profile
- Property size and dimensions
- Traffic count
- Appropriate contact information

3.4 | REAL ESTATE DEVELOPER OPPORTUNITY PACKAGE

TRC will create a developer opportunity package for development and redevelopment sites that are identified and analyzed. The package will profile each site based on real estate developers' site selection criteria. The developer package includes:

- Community overview
- Location map
- Retail trade area
- Demographic trends
- Aerial imagery
- Traffic counts
- Site-line visibility from major and secondary traffic arteries
- Ingress/egress for primary and secondary traffic arteries
- Median cuts or possibilities
- Traffic signal existence or possibilities
- Site characteristics and topography
- Appropriate zoning
- Area retail
- Residential clustering and support
- Proximity to "anchor" retailers
- Top employers

- Workplace population
- Potential retail tenants

TRC will also upload the developer opportunity package to the online community dashboard at www.theretailcoach.net.

3.5 | RETAIL CONFERENCES

TRC will represent Lancaster and market its real estate sites to retailers and real estate developers at retail industry conferences attended.



PHASE 4: GIST DATA PLATFORM

4.1 | SITE MAPPING

As an accredited ESRI Partner, TRC is able to deliver concise, easy-to-access data for the Lancaster community, along with the preloaded 5 prime sites and the 5 new development and redevelopment sites we will be marketing to retailers and developers (Sections 2.7 and 2.8). Considering retail site selectors do much of their research while in hotel rooms and in airports, this is a great advantage to Lancaster. Unique GIST maps and data can be hosted as a stand-alone application on your iPad or embedded within your community's website for "touch of a button" universal usage by retailers, developers, real estate brokers, and existing retailers in Lancaster.

GIST is a powerful platform that streamlines sites and data into one interactive and centralized location. Demographic, socioeconomic, psychographic, and retail spending layers are detailed down to the block level. With customizable layers to meet the needs of each individual user, real estate brokers, site selectors, and developers can see a community's potential like never before. Each user-friendly map includes clickable layers revealing:

- Median household income
- Population density
- Population growth
- Psychographic lifestyle segmentation
- Ethnicity median home value
- Median age



PHASE 5: RETAILER RECRUITMENT PLAN

5.1 | RECRUITMENT OF RETAILERS

TRC is the first national retail real estate advisory firm to introduce retail recruitment for communities. Sixteen years and more than 400 projects later, the recruitment of retailers remains one of the primary metrics of success.

While accurate and current data are necessary, one of the most important components of a retail strategy is proactive recruitment. Since recruitment is a process, not an event, TRC team is actively engaged in recruitment efforts over a 12-month period to ensure success.

Our recruitment process includes the following steps:

Step 1: Identification of Retail Prospects

TRC must target retail brands that are a good “fit” for the community which means the retail trade area population, disposable incomes, ethnicities, ages, and education levels should meet the retailers’ ideal location criteria.

TRC will identify regional and national retailers whose essential location criteria fit within findings from the metro analysis, community core analysis, retail trade area demographic and psychographic profiles, and retail gap analysis. These retailers will be matched with the specific real estate sites identified.

TRC team will review a preliminary target list with Lancaster staff and work together to prepare a final target list of 25 retailers for recruitment.

Step 2: Recruitment

- Introductory emails and retail market profiles are sent to each targeted retailer.
- Personal telephone calls are placed to measure interest level.
- Personal emails and retailer feasibility packages are sent to each targeted retailer.
- Personal emails and retail site profiles for prime sites are sent to the appropriate targeted retailer.
- Personal emails are sent to inform targeted retailers of significant market changes.
- A retailer status report is provided with each retailer’s complete contact information and comments resulting from recruitment activities.
- Personal emails are sent to decision makers once per quarter to continue to seek responses regarding their interest level.

A retailer status report is provided with retailer responses resulting from our continued recruitment activities.



PHASE 6: DEVELOPER RECRUITMENT PLAN

6.1 | RECRUITMENT OF REAL ESTATE DEVELOPERS

Much of recruitment success comes from establishing a network of national retail developers over the past 16 years.

Developer networking and developer recruitment have become key components in a community's retail recruitment and development success. Retailers have specific property requirements based on their site location criteria. A mid- to high-tier retailer might show interest in a community; however, there may not be sufficient ready-to-lease properties matching their needs and brand requirements. Relationships with developers are important in these situations to capitalize on retailer interest and opportunity.

Step 1: Identification of Developer Prospects

Identify 20 retail real estate developers active in the Texas and the United States.

Step 2: Recruitment

- Introductory emails and developer opportunity packages are sent to developers.
- Personal telephone calls are placed to measure interest level.
- Personal emails are sent to inform developers of the status of interested retailers and any significant community changes.
- A developer status report is provided with each developer's complete contact information and comments resulting from recruitment activities.



PHASE 7: ACTION PLAN

7.1 | NEXT STEPS

Once the retail strategy has been completed, a detailed “road map” to implementing the strategies and recommendations becomes just as important.

The retail strategy includes specific community and economic development recommendations for Lancaster gained through our research and analysis. The strategy and recommendations are combined with more than 30 years of experience serving more than 400 clients throughout the U.S. to create an action plan.

By looking at Lancaster through the eyes of a retailer and real estate developer, we will provide a “next step” plan that ensures the momentum set in motion during each completed phase of this project.

From simply keeping community data current, to conducting special marketing programs and participating in retail conferences, the action plan will be a logical, feasible, and cost-effective approach to achieving your retail recruitment and development goals.



PHASE 8: RETAIL COACHING

8.1 | RETAIL COACHING

Because retail recruitment is a process, not an event, TRC partners with Lancaster on a long-term basis. TRC team will be available when you have questions, new ideas, need access to GIS mapping, or just want to brainstorm with someone who understands your opportunities as your community grows and develops.

It is critical you continue the recruitment process with the most current data and statistics available to capture these positive changes. In this regard, consider TRC both a sounding board and an experienced resource. We will be available via email and telephone at no additional charge in an off-site advisory capacity for the entirety of the 12-month agreement.

This approach is unique to TRC, and it will contribute to ensuring your community will achieve its retail recruitment and development goals.



PHASE 9: URBAN RETAIL REVITALIZATION (OPTIONAL)

9.1 | DOWNTOWN RETAIL DEVELOPMENT

A community benefits from a healthy balance of national, regional, and independent retailers, and leaders should not abandon their vision for urban/downtown districts as a vibrant place for living, shopping, and dining.

Urban/downtown districts are considered the core of many communities. TRC will conduct an assessment of the district and provide targeted data sets and educational opportunities focused on enhancing existing retail businesses and recruiting new ones.

Step 1: Discussions with Downtown Stakeholders

TRC will meet with public and private urban/downtown stakeholders to gather input on retail recruitment and retention, development and redevelopment, and opportunities and challenges. Stakeholders may include retail business owners, merchant associations, downtown managers, real estate brokers, retail real estate developers, and downtown property owners.

Step 2: Determining Urban/Downtown Retail Trade Areas

The urban/downtown retail trade area is the geographical area from which downtown retail businesses receive a majority of their business. TRC will map the retail trade area, based on information gathered during stakeholder discussions and meetings with downtown retail businesses.

Step 3: Demographic Profiling

Based on the 2010 Census, TRC will create a comprehensive summary of demographic profiles for 2016 and 2021 of the retail trade area, which will include the following key demographic characteristics:

- Population and population growth
- Population trends
- Average annual population growth
- Ethnicity
- Income
- Median age
- Average/median household incomes
- Households and household growth
- Educational attainment

Step 4: Psychographic Profiling

TRC will develop an ESRI Tapestry Segmentation profile of the households in the urban/downtown retail trade area using the most advanced socioeconomic and demographic data. This research will:

- Measure consumer attitudes, values, lifestyles, and purchasing behaviors to gain an understanding of the categories and brands of retailers that may have an interest in the community.
- Create a graph of the 67 lifestyle classifications, highlight the dominant lifestyle segments, and provide comprehensive lifestyle segment definitions.
- Rank lifestyle segments and categorize them by summary group, segment code, and segment name.

Step 5: Determining Daytime Population

TRC will provide an employment summary report detailing the total number of establishments by industry, associated establishments, and employee counts within the urban/downtown district. This report will:

- Provide insight into the “work here” population versus the “live here” population.
- Differentiate between the number of permanent residents within the selected geography and those who commute for work purposes.

Step 6: Identifying Retail Sector Opportunities

TRC will conduct a retail opportunity analysis that estimates the potential retail demand for a variety of retail categories. Summary tables and graphs of each retail category will be created to illustrate potential sales.

Step 7: Retailer Workshops

As displaced and underemployed workers look for sources of long-term employment opportunities, we have seen a national resurgence in attention to urban/downtown development and redevelopment. We feel that a healthy retail environment in a community includes a mix of both independent retail businesses and national and regional retailers.

TRC will conduct an urban/downtown retail workshop to share retail trade area findings, demographic and psychographic profiles, and specific retail sector opportunities. The workshop focuses on existing retail businesses that may use the data to make “informed” decisions about expanding their merchandise lines and/or pursuing new sector opportunities, as well as entrepreneurs who are exploring new business opportunities.

Independent retail businesses face tremendous pressure from regional and national “brick-and-mortar” retail brands, as well as online retail sales. The focus of our workshop is educational and utilizes our market research and analysis to answer the following questions:

- Who are my customers?
- How do I compete with national brands?
- What merchandise should I carry?
- How do I market my business?

Project Expectations

1 | PROJECT REPORTING

The Retail Coach will utilize a reporting process to provide written or electronic project updates on a bimonthly basis.

2 | COMMUNITY TRIPS

TRC team will make three site visits to Lancaster during the project.

3 | PROJECT TIMELINE & PRICING

TRC team is available to begin this work immediately upon agreement of terms. The project period is 12 months and Phases 1-3 will be completed within 120 business days. A project timeline will be submitted to staff at the kickoff meeting, indicating trip details and potential delivery dates.

4 | PROJECT PRICING

Project Fees

The total fee for completion of this work is \$43,000, payable in three installments:

- a) \$15,000 upon execution of the agreement;
- b) \$15,000 upon completion of Phases 1, 2 and 3; and
- c) \$13,000 upon presentation of the final strategy.

If Lancaster elects to proceed with Phase 9, the additional fee shall be \$3,500.

Project fees are payable within 30 days after receipt of the invoice.

Should Lancaster request a special assignment or additional work not specifically referenced in the contract, TRC will prepare a written authorization to be signed by Lancaster in advance of commencing any additional work.

Reimbursable Project Expenses

It is estimated that reimbursable expenses will be approximately \$2,000. Reimbursable expenses include:

- a) All travel costs;
- b) Cost of special renderings and maps, if any;

Cost of copies for reports and maps/drawings; and

- c) Cost of shipping expenses, if any.

Project expenses are payable within 30 days after receipt of the expense invoice.

TRC will provide the following deliverables on a flash drive.

Deliverables

TRC has found that communities must have accurate, current information at their fingertips and be able to respond to the requests of corporate retail site selectors, real estate brokers, and developers instantaneously. To enable communities to better meet these demands, we provide select reports in a package format, which includes cover page, appropriate logo and contact information, and sourcing.

PHASE 1: METRO ANALYSIS

- Competing community retailer maps
- Competing community demographic profiles
- Competing community incentive outline
- Retail district map
- Retail district retailer maps
- Stakeholder discussion summary
- Retailer discussion summary

PHASE 2: COMMUNITY CORE ANALYSIS

- Retail trade area map with demographic profile (historical/current/projected)
- 10-minute drive time retail trade area maps with demographic profiles (historical/current/projected)
- 15-minute drive time retail trade area maps with demographic profiles (historical/current/projected)
- 20-minute drive time retail trade area maps with demographic profiles (historical/current/projected)
- Lancaster community demographic profile (historical/current/projected)
- Retail trade area psychographic profile, including dominant lifestyle segmentations
- Consumer survey findings
- Daytime population summary
- Retail gap analysis, including a summary table showing surpluses and/or leakages
- Land use analysis of five sites along with recommended uses
- Community and economic development observations and recommendations

PHASE 3: MARKETING & BRANDING

- Lancaster retail market profile
- 25 retailer-specific feasibility studies
- Five retail site profiles
- GIST interactive site mapping platform
- Developer opportunity package

PHASE 4: GIST DATA PLATFORM

PHASES 5-6: RETAILER & DEVELOPER RECRUITMENT PLAN

- Target list of 25 retailers with contact information
- Retailer status report based on retailer contacts
- Target list of 20 real estate developers with contact information
- Developer status report based on developer outreach

PHASE 7: ACTION PLAN

- Strategy implementation plan

PHASE 8: COACHING

PHASE 9: URBAN/DOWNTOWN RETAIL REVITALIZATION (OPTIONAL)

- Downtown stakeholder discussion summary
- Downtown retail trade area map with demographic profile (historical/current/projected)
- Downtown retail trade area psychographic profile, including dominant lifestyle segmentations
- Downtown daytime population summary
- Downtown retail opportunity analysis
- Workshops

Contract Extensions

1 | OPTION: YEAR TWO

We will update the retail strategy based on an approved timeline. We will make one (1) trip to Lancaster during the project.

PHASE 2: COMMUNITY CORE ANALYSIS

- Update trade area map with demographic profile (historical/current/projected)
- Update 10-minute drive time retail trade area maps with demographic profiles (historical/current/projected)
- Update 15-minute drive time retail trade area maps with demographic profiles (historical/current/projected)
- Update 20-minute drive time retail trade area maps with demographic profiles (historical/current/projected)
- Update Lancaster community demographic profile (historical/current/projected)
- Update retail trade area psychographic profile, including dominant lifestyle segmentations
- Update daytime population summary
- Update retail gap analysis, including a summary table showing surpluses and/or leakages
- Update community and economic development observations and recommendations

PHASE 3: MARKETING & BRANDING

- Update Lancaster retail market profile
- Update retailer-specific feasibility studies
- Five retail site profiles
- Update developer opportunity package

PHASE 4: UPDATE GIST DATA PLATFORM

PHASES 5-6: RETAILER & DEVELOPER RECRUITMENT PLAN

- Target list of 10 new retailers with contact information
- Retailer status report based on retailer contacts
- Target list of 10 new real estate developers with contact information

Developer status report based on developer outreach

PHASE 7: ACTION PLAN

- Update strategy implementation plan

PHASE 8: COACHING

PHASE 9: URBAN/DOWNTOWN RETAIL REVITALIZATION (OPTIONAL)

- Downtown stakeholder discussion summary
- Downtown retail trade area map with demographic profile (historical/current/projected)
- Downtown retail trade area psychographic profile, including dominant lifestyle segmentations
- Downtown daytime population summary
- Downtown retail opportunity analysis
- Workshops

Project Fees

The total fee for completion of this work is \$25,000, payable in three installments:

- a) \$10,000 upon exercising of the option;
- b) \$10,000 upon completion of Phases 1 and 2 updates; and
- c) \$5,000 upon presentation of the final strategy update.

If Lancaster elects to update Phase 9, the additional fee shall be \$1,500.

Project fees are payable within 30 days after receipt of the invoice.

Should Lancaster request a special assignment or additional work not specifically referenced in the contract, we will prepare a written authorization to be signed by Lancaster in advance of commencing any additional work.

Reimbursable Project Expenses

It is estimated that reimbursable expenses will be approximately \$1,000. Reimbursable expenses include:

- All travel costs;
- Cost of special renderings and maps, if any;
- Cost of copies for reports and maps/drawings; and
- Cost of shipping expenses, if any.

Project expenses are payable within 30 days after receipt of the expense invoice.

2 | OPTION: YEAR THREE

We will update the retail strategy based on an approved timeline. We will make one (1) trip to Lancaster during the project.

PHASE 2: COMMUNITY CORE ANALYSIS

- Update trade area map with demographic profile (historical/current/projected)
- Update 10-minute drive time retail trade area maps with demographic profiles (historical/current/projected)
- Update 15-minute drive time retail trade area maps with demographic profiles (historical/current/projected)
- Update 20-minute drive time retail trade area maps with demographic profiles (historical/current/projected)
- Update Lancaster community demographic profile (historical/current/projected)

Update retail trade area psychographic profile, including dominant lifestyle segmentations

- Update daytime population summary
- Update retail gap analysis, including a summary table showing surpluses and/or leakages
- Update community and economic development observations and recommendations

PHASE 3: MARKETING & BRANDING

- Update Lancaster retail market profile
- Update retailer-specific feasibility studies
- Five retail site profiles
- Update developer opportunity package

PHASE 4: UPDATE GIST DATA PLATFORM

PHASES 5-6: RETAILER & DEVELOPER RECRUITMENT PLAN

- Target list of 10 new retailers with contact information
- Retailer status report based on retailer contacts
- Target list of 10 new real estate developers with contact information
- Developer status report based on developer outreach

PHASE 7: ACTION PLAN

- Update strategy implementation plan

PHASE 8: COACHING

PHASE 9: URBAN/DOWNTOWN RETAIL REVITALIZATION (OPTIONAL)

- Downtown stakeholder discussion summary
- Downtown retail trade area map with demographic profile (historical/current/projected)
- Downtown retail trade area psychographic profile, including dominant lifestyle segmentations
- Downtown daytime population summary
- Downtown retail opportunity analysis
- Workshops

Project Fees

The total fee for completion of this work is \$25,000, payable in three installments:

- a) \$10,000 upon exercising of the option;
- b) \$10,000 upon completion of Phases 1 and 2 updates; and
- c) \$5,000 upon presentation of the final strategy update.

If Lancaster elects to update Phase 9, the additional fee shall be \$1,500.

Project fees are payable within 30 days after receipt of the invoice.

Should Lancaster request a special assignment or additional work not specifically referenced in the contract, we will prepare a written authorization to be signed by Lancaster in advance of commencing any additional work.

Reimbursable Project Expenses

It is estimated that reimbursable expenses will be approximately \$1,000. Reimbursable expenses include:

- All travel costs;
- Cost of special renderings and maps, if any;
- Cost of copies for reports and maps/drawings; and
- Cost of shipping expenses, if any.

Project expenses are payable within 30 days after receipt of the expense invoice.

**BETTER
RETAIL.
BETTER
COMMUNITIES.**



Exhibit B Fee

1 | PROJECT REPORTING

The Retail Coach will utilize a reporting process to provide written or electronic project updates on a bimonthly basis.

2 | COMMUNITY TRIPS

TRC team will make three site visits to Lancaster during the project.

3 | PROJECT TIMELINE & PRICING

TRC team is available to begin this work immediately upon agreement of terms. The project period is 12 months and Phases 1-3 will be completed within 120 business days. A project timeline will be submitted to staff at the kickoff meeting, indicating trip details and potential delivery dates.

4 | PROJECT PRICING

Project Fees

The total fee for completion of this work is \$43,000, payable in three installments:

- a) \$15,000 upon execution of the agreement;
- b) \$15,000 upon completion of Phases 1, 2 and 3; and
- c) \$13,000 upon presentation of the final strategy.

Project fees are payable within 30 days after receipt of the invoice.

Should Lancaster request a special assignment or additional work not specifically referenced in the contract, TRC will prepare a written authorization to be signed by Lancaster in advance of commencing any additional work.

Reimbursable Project Expenses

It is estimated that reimbursable expenses will be approximately \$2,000. Reimbursable expenses include:

- a) All travel costs;
- b) Cost of special renderings and maps, if any;

Cost of copies for reports and maps/drawings; and

- c) Cost of shipping expenses, if any.

Project expenses are payable within 30 days after receipt of the expense invoice.

TRC will provide the following deliverables on a flash drive.

LANCASTER CITY COUNCIL

City Council Regular Meeting

Item 8.

Meeting Date: 08/08/2016

Policy Statement: This request supports the City Council 2016-2017 Policy Agenda

Goal(s): Financially Sound Government
Professional & Committed City Workforce

Submitted by: Dori Lee, Director of Human Resources

Agenda Caption:

Discuss and 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.

Background:

On Monday, July 18, 2016 Council received a presentation from IPS Advisors, Inc. for the 2016/2017 health insurance renewal.

For the 2015/2016 renewal, the City of Lancaster experienced an 86.3% loss ratio at the time of the renewal which was above the projected insurance carrier target loss ratio of 83%. These results contributed to an initial first year renewal increase of 15.6% from Blue Cross Blue Shield (BCBS).

Over the past 12 months, the City has experienced a decrease in its loss ratio to 81.6%. Due to three ongoing large claimants and the risk liability, BCBS initially presented an 11.7% increase. IPS Advisors, our insurance consultant, was able to re-negotiate the increase to 8.7% 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 +8.7% or +\$202,947 increase to the City.

Recommendations for the health plan for 2016/2017 plan year include:

- It is recommended to alter the current employer premium subsidy strategy for the 2016/2017 plan year. The City currently subsidizes 100% of the employee only cost for the HDHP and 52.7% for dependents across all plans. It is proposed not to pass any of the increase onto employees nor dependents. By doing this, the dependent subsidy levels for all plans will increase to 56.5%. It is recommended to maintain the current HSA employer funding of \$1,210 for employee and \$2,420 for dependents for the 2016/2017 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.
- 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 and dependents with pricing and quality information for hospitals, physicians, pharmacy and dental services.

Dental Insurance

The City currently contracts with United Concordia for Dental Insurance. Due to favorable claims experience, United Concordia presented a rate pass for the 2016/2017 plan year with a one year rate guarantee. It is recommended for the City to renew with United Concordia with no plan design changes. Furthermore, 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 2016/2017 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. Dearborn National presented a rate pass with a two year rate guarantee with no plan design changes. Renewal with Dearborn National for Basic Life, Optional Life and Long Term Disability insurance is recommended for the 2016/2017 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. Alliance Work Partners presented a 2%, or \$165 annual increase to current benefits. Renewal with Alliance Work Partners is recommended for the 2016/2017 plan year.

Insurance Committee

The insurance committee held its annual meeting with IPS Advisors Friday, July 1, 2016, to ensure employee groups were briefed on the recommendations provided by IPS Advisors. The committee is also working on a wellness initiative with the American Heart Association to raise awareness of the dangers of high blood pressure. The Methodist Health System Wellness program has identified high blood pressure as a wellness concern for the City of Lancaster employee population.

North Texas Coalition

The City has elected to participate in the North Texas Coalition to direct contract with hospitals to combat the rising cost of healthcare. However, only self-insured participants may partake in this program at this time. The City of Lancaster is fully insured. The North Texas Coalition is currently evaluating proposals through their RFP process. Nothing has been awarded at this time. IPS will continue to monitor and update the City Council of any news.

Operational Considerations:

The High Deductible Health Plan and Health Savings Account will continue to require additional communication and administration efforts for employee education.

Legal Considerations:

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.

Options/Alternatives:

Option 1: Remaining with current vendors for all renewing policies and plans, no plan design changes, passing none of the increase to employees or dependents, no changes to employer HSA funding. The total health care cost increase to the City of Lancaster is approximately \$202,947 and the City would fund approximately 83.3% of total healthcare costs. Employees would not see a rate increase for the 2016/2017 plan year

Option 2: Remaining 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 2 to the City of Lancaster is approximately \$163,413.15 and the City would fund approximately 81.9% of total healthcare costs. Employees would see rates increase by +8.7% from current across all plans and tiers (except \$0 employee only HDHP).

Recommendation:

Staff recommends option 1: Remaining with current vendors for all renewing policies and plans, no plan design changes, passing none of the increase to employees or dependents, no changes to employer HSA funding. The total health care cost increase to the City of Lancaster is approximately \$202,947 and the City would fund approximately 83.3% of total healthcare costs. Employees would not see a rate increase for the 2016/2017 plan year.

Attachments

Resolution

Option 1 Analysis

Option 2 Analysis

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 CONCORDIA 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 2016-2017 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 8th day of August 2016.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

**CITY OF LANCASTER
2016 - 2017 BCBS Renewal Rates**

Option 1: No increase passed on to employees.
Employer Cost: \$202,947

Enrollment		Unit Costs			
HSA \$3,000/100%	Full Time Employees	Medical Rate	City Contribution (\$)	City Contribution (%)	Employee Contribution (\$)
Employee	114	\$533.97	\$533.97	100.0%	\$0.00
+ Spouse	5	\$641.11	\$362.28	56.5%	\$278.83
+ Children	21	\$534.21	\$301.87	56.5%	\$232.34
+ Family	14	\$1,284.34	\$725.77	56.5%	\$558.57
Premium Contributions	114	\$1,119,327.60	\$950,208.36	84.9%	\$169,119.24
Total HSA Contributions		\$186,340.00	\$186,340.00	100.0%	\$0.00
Total Contributions		\$1,305,667.60	\$1,136,548.36	87.05%	\$169,119.24

HSA Contribution Amounts

Employee \$1,210
Family \$2,420

Total Employee Rates		
Total Employee Contribution (\$)	Total Monthly Employee Change From Current (\$)	Total Monthly Employee Change From Current (%)
\$0.00	\$0.00	n/a
\$278.83	\$0.00	0.0%
\$232.34	\$0.00	0.0%
\$558.57	\$0.00	0.0%

HMO	Full Time Employees	Medical Rate	City Contribution (\$)	City Contribution (%)	Employee Contribution (\$)
Employee	98	\$651.19	\$625.74	96.1%	\$25.45
+ Spouse	4	\$781.86	\$441.83	56.5%	\$340.03
+ Children	21	\$651.47	\$368.14	56.5%	\$283.33
+ Family	13	\$1,566.26	\$885.08	56.5%	\$681.18
Premium Contributions	98	\$1,211,835.72	\$987,921.84	81.5%	\$223,913.88

Total Employee Contribution (\$)	Total Monthly Employee Change From Current (\$)	Total Monthly Employee Change From Current (%)
\$25.45	\$0.00	0.0%
\$365.48	\$0.00	0.0%
\$308.78	\$0.00	0.0%
\$706.63	\$0.00	0.0%

PPO	Full Time Employees	Medical Rate	City Contribution (\$)	City Contribution (%)	Employee Contribution (\$)
Employee	16	\$721.79	\$551.65	76.4%	\$170.14
+ Spouse	1	\$866.62	\$489.71	56.5%	\$376.91
+ Children	4	\$722.12	\$408.06	56.5%	\$314.06
+ Family	1	\$1,736.07	\$981.03	56.5%	\$755.04
Premium Contributions	16	\$204,477.72	\$143,152.56	70.0%	\$61,325.16

Total Employee Contribution (\$)	Total Monthly Employee Change From Current (\$)	Total Monthly Employee Change From Current (%)
\$170.14	\$0.00	0.0%
\$547.05	\$0.00	0.0%
\$484.20	\$0.00	0.0%
\$925.18	\$0.00	0.0%

All Plans	Full Time Employees	Total Medical Cost	City Contribution (\$)	City Contribution (%)	Employee Contribution (\$)
Total Contributions - All Plans	228	\$2,721,981.04	\$2,267,622.76	83.3%	\$454,358.28
\$ Change from Current		\$202,947.00	\$202,947.00		\$0.00
% Change from Current		8.1%	9.8%		0.0%

**CITY OF LANCASTER
2016 - 2017 BCBS Renewal Rates**

Option #2 Passing an 8.7% increase in costs on to employees.
Employee Contribution: \$39,533.85
Employer Contribution: \$163,413.15

Enrollment		Unit Costs			
HSA \$3,000/100%	Full Time Employees	Medical Rate	City Contribution (\$)	City Contribution (%)	Employee Contribution (\$)
Employee	114	\$533.97	\$533.97	100.0%	\$0.00
+ Spouse	5	\$641.11	\$338.02	52.7%	\$303.09
+ Children	21	\$534.21	\$281.66	52.7%	\$252.55
+ Family	14	\$1,284.34	\$677.16	52.7%	\$607.18
Premium Contributions	114	\$1,119,327.60	\$935,494.27	83.6%	\$183,833.33
Total HSA Contributions		\$186,340.00	\$186,340.00	100.0%	\$0.00
Total Contributions		\$1,305,667.60	\$1,121,834.27	85.92%	\$183,833.33

HSA Contribution Amounts

Employee \$1,210
 Family \$2,420

Total Employee Rates		
Total Employee Contribution (\$)	Total Monthly Employee Change From Current (\$)	Total Monthly Employee Change From Current (%)
\$0.00	\$0.00	n/a
\$303.09	\$24.26	8.7%
\$252.55	\$20.21	8.7%
\$607.18	\$48.61	8.7%

HMO	Full Time Employees	Medical Rate	City Contribution (\$)	City Contribution (%)	Employee Contribution (\$)
Employee	98	\$651.19	\$623.53	95.8%	\$27.66
+ Spouse	4	\$781.86	\$412.23	52.7%	\$369.63
+ Children	21	\$651.47	\$343.49	52.7%	\$307.98
+ Family	13	\$1,566.26	\$825.81	52.7%	\$740.45
Premium Contributions	98	\$1,211,835.72	\$968,437.43	79.9%	\$243,398.29

Total Employee Contribution (\$)	Total Monthly Employee Change From Current (\$)	Total Monthly Employee Change From Current (%)
\$27.66	\$2.21	8.7%
\$397.29	\$31.81	8.7%
\$335.65	\$26.87	8.7%
\$768.12	\$61.49	8.7%

PPO	Full Time Employees	Medical Rate	City Contribution (\$)	City Contribution (%)	Employee Contribution (\$)
Employee	16	\$721.79	\$536.85	74.4%	\$184.94
+ Spouse	1	\$866.62	\$456.92	52.7%	\$409.70
+ Children	4	\$722.12	\$380.74	52.7%	\$341.38
+ Family	1	\$1,736.07	\$915.34	52.7%	\$820.73
Premium Contributions	16	\$204,477.72	\$137,817.20	67.4%	\$66,660.52

Total Employee Contribution (\$)	Total Monthly Employee Change From Current (\$)	Total Monthly Employee Change From Current (%)
\$184.94	\$14.80	8.7%
\$594.64	\$47.59	8.7%
\$526.33	\$42.13	8.7%
\$1,005.68	\$80.50	8.7%

All Plans	Full Time Employees	Total Medical Cost	City Contribution (\$)	City Contribution (%)	Employee Contribution (\$)
Total Contributions - All Plans	228	\$2,721,981.04	\$2,228,088.91	81.9%	\$493,892.13
\$ Change from Current		\$202,947.00	\$163,413.15		\$39,533.85
% Change from Current		8.1%	7.9%		8.7%

LANCASTER CITY COUNCIL

City Council Regular Meeting

Item 9.

Meeting Date: 08/08/2016

Policy Statement: This request supports the City Council 2015-2016 Policy Agenda

Goal(s): Financially Sound Government

Submitted by: Opal Mauldin-Robertson, City Manager

Agenda Caption:

Consider a resolution adopting the City of Lancaster Proposed Budget Calendar for Fiscal Year 2016/2017.

Background:

The City Manager presented an overview of the proposed FY 2016/2017 municipal budget for all funds at the work session held on Monday, August 1, 2016. City Council is required to consider a resolution that establishes a calendar for the Fiscal Year 2016/2017 tax rate and budget. The budget calendar establishes the public hearings, date, time and location for City Council meetings.

Operational Considerations:

Approving this resolution establishes the schedule relative to the adoption of the Fiscal Year 2016-2017 budget. The following is the proposed calendar for budget work sessions and meetings.

August 8, 2016: Regular Meeting – Record vote to consider Tax Rate

August 15, 2016: Work Session - Proposed Budget (Discussion)

August 18, 2016: Budget Town Hall Meeting, 6:30 p.m. at the Recreation Center

August 22, 2016: Regular Meeting (1st Public Hearing) – Tax Rate, Budget, PID's

August 27, 2016: Budget Town Hall Meeting, 9:00 a.m. at the Recreation Center

August 29, 2016: Special Meeting (2nd Public Hearing) –Tax Rate, Budget, PID's Budgets Adoption

September 12, 2016: Regular Meeting – Budget Adoption, Tax Rate Adoption

Legal Considerations:

The resolution has been approved as to form by the City Attorney.

Public Information Considerations:

This item is being considered at a meeting of the City Council noticed in accordance with the Texas Open Meetings Act.

Fiscal Impact:

An overview of the city-wide operating budget will be presented for discussion and consideration.

Options/Alternatives:

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

Recommendation:

Staff recommends approval of the resolution as presented.

Attachments

Resolution

Exhibit A Budget Calendar

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, ADOPTING THE CITY OF LANCASTER PROPOSED BUDGET CALENDAR FOR THE FISCAL YEAR 2016/2017, INCLUDING THE PUBLIC IMPROVEMENT DISTRICTS, THE LANCASTER ECONOMIC DEVELOPMENT CORPORATION (TYPE A), AND THE LANCASTER RECREATIONAL DEVELOPMENT CORPORATION (TYPE B) BUDGET.

WHEREAS, the City Council finds that it is in the best interest of the City to establish a meeting schedule relative to the adoption of Fiscal Year 2016-2017 budget; and

WHEREAS, the budget calendar established meetings at a convenient date and place; and

WHEREAS, the City Council desires to adopt a proposed budget calendar for the Fiscal Year 2016-2017 budget cycle.

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

SECTION 1. The City Council hereby adopts the Fiscal Year 2016-2017 proposed budget calendar as shown in the attached Exhibit "A." Dates are subject to adjustment due to scheduling requirements. Meetings will be posted in accordance with the Texas Open Meetings Act.

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

SECTION 3. That 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. That this Resolution shall take effect immediately from and after its passage in accordance with the provisions of the law, and it is duly resolved.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 8th day of August, 2016.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

EXHIBIT A

PROPOSED FISCAL YEAR 2016/2017 BUDGET CALENDAR

August 8, 2016	Regular City Council Meeting – Record Vote to Consider Tax Rate
August 15, 2016	Work Session – Proposed Budget Discussion (all funds)
August 18, 2016	Proposed FY 16/17 Budget Town Hall Meeting – 6:30 p.m. Lancaster Recreation Center – Grand Hall
August 22, 2016	Regular City Council Meeting – Public Hearing (Tax Rate, Budget & Public Improvement Districts)
August 27, 2016	Proposed FY 16/17 Budget Town Hall Meeting -9:00 a.m. Lancaster Recreation Center – Grand Hall
August 29, 2016	Special City Council Meeting – Public Hearing (Tax Rate, Budget & PID Service Plan Consideration)
September 12, 2016	Regular City Council Meeting – Budget and Tax Rate Consideration

LANCASTER CITY COUNCIL

City Council Regular Meeting

Item 10.

Meeting Date: 08/08/2016

Policy Statement: This request supports the City Council 2015-2016 Policy Agenda

Goal(s): Healthy, Safe & Vibrant Community
Quality Development
Civic Engagement

Submitted by: Rona Stringfellow, Assistant City Manager

Agenda Caption:

Conduct a public hearing and Consider a resolution of the City Council of the City of Lancaster establishing the Pleasant Run Estates Phase 1-A Public Improvement District and taking certain other actions concerning the district.

Background:

Pleasant Run Estates, Phase 1-A is an established subdivision consisting of approximately 30.44 acres generally located on the north side of Pleasant Run Road between Houston School Road and Interstate Highway 35E. The subdivision has a Homeowner's Association that has been struggling to maintain its common areas and entry features due to lack of full participation from the property owners in paying their dues assessment. In order to address the concerns and maintain the property, the Homeowner's Association Board of Directors has successfully obtained more than 50% of the residential signatures necessary to establish a Public Improvement District (PID).

A PID is an assessment district that only affects the properties within the established PID boundary. It is a financial means of collecting an assessment fee from each property owner in lieu of homeowners association dues to cover the maintenance cost and/or capital improvements of the common areas. All property owners will be required to pay their fees as it is billed by the County on the property tax bill.

A PID advisory board shall be established in accordance with Texas Local Government Code. Annually the Advisory Board will be required to prepare and submit a five year service plan and submit for City Council approval during the fiscal year budget process. The taxable assessed value within the district is used to determine the assessment 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.

The Pleasant Run Estates PID is proposing an annual assessment of \$0.18 per \$100 assessed value.

Operational Considerations:

All PID's require the Finance Department to maintain a separate account where the funds will be dispersed following invoice submittals. The PID should also help ensure that common areas will be maintained without assistance or code enforcement action and all residents of the subdivision are paying their annual assessment.

Legal Considerations:

The petition was prepared by the City Attorney. The resolution and public notices have all been coordinated in accordance with the provisions of Chapter 372 in the Texas Local Government Code.

Public Information Considerations:

As required by Local Government Code Chapter 372, a public notice regarding the establishment of the PID and the public hearing was published in the official publication of record, Focus Daily News on Sunday, July 24, 2016; and all property owners within the defined subdivision were mailed notices.

Fiscal Impact:

The PID is not expected to have any direct financial impact on the City. The Finance Department will be required to create a separate account for the district and invoices and reimbursements will be processed in accordance with the existing policies and procedures. A PID is a mechanism to assure financial sustainability for a maintenance of a neighborhood's common area and is considered to be a more equitable means of collecting assessments.

Options/Alternatives:

Conduct the public hearing on the creation of the Pleasant Run Estates Phase 1-A Public Improvement District and approve the resolution.

1. Conduct the Public Hearing and consider approval of the resolution as present.
2. Conduct the Public Hearing and reject the resolution.

Recommendation:

Staff recommends Council approve the resolution creating the Pleasant Run Estates Phase 1-A Public Improvement District.

Attachments

Resolution
Petition
Signed Petitions
Boundary Map
Service Plan

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, ESTABLISHING THE PLEASANT RUN ESTATES PUBLIC IMPROVEMENT DISTRICT AND TAKING CERTAIN OTHER ACTIONS CONCERNING THE DISTRICT; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a petition for the creation of Pleasant Run Estate Phase 1-A Public Improvement District (the "Petition") was filed with the City Secretary of the City of Lancaster a copy of which is attached hereto as Exhibit "A", and

WHEREAS, the petition includes sufficient signatures and meets the other requirements of Section 372.005 of the Public Improvement District Assessment Act (V.T.C.A., Local Government Code, Section 372.001, et seq.) (the "Act"); and

WHEREAS, the City of Lancaster gave notice of a August 8, 2016, public hearing in accordance with State law; and

WHEREAS, at its regular meeting on August 8, 2016, the City Council opened the public hearing concerning the following matters: a. the advisability of establishing a public improvement district; b. the general nature of the proposed maintenance, improvements and services to be provided; c. the estimated costs of the proposed maintenance, improvements and/or supplemental services to be provided; d. the boundaries of the improvement district; e. the proposed method of assessment and f. the proposed apportionment of costs by the improvement district

WHEREAS, the City Council closed such public hearing on August 8, 2016;

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

SECTION 1. The City Council, after duly considering the evidence and testimony presented at the public hearing, hereby finds it advisable to establish a public improvement district as follows: a. The district shall be known as the Pleasant Run Estates Phase 1-A Public Improvement District. b. The District shall provide special supplemental services the general nature of which shall include, but not be limited to: Irrigation, utilities and maintenance for public areas, streetscape improvements (including landscape and hardscape elements, street furniture and lighting, irrigation, and related elements), and common-area improvements and enhancements (including, but not limited to, entry monuments and features, signage, fences and walls and related items) along with related engineering, planning, landscape architecture, and legal services, and district creation and administration costs (the "Supplemental Services"). The services will be a supplement to the standard existing level of City improvements and/or services and would constitute an added increment to the services normally provided to the taxpayers generally. Following establishment of the District, the City will continue to furnish or pay for standard improvements and/or services in the District at the same level as they would be provided to the taxpayers generally. c. That estimated cost of the supplemental services for the proposed District during the first year of operation, as specified within the revised service and assessment plan is advisable and will total approximately \$25,880.00. This total includes payments for professional services, city administration costs, utilities, maintenance costs, miscellaneous expenses and a reserve for uncollected assessments. The service and assessment plan including estimates for subsequent years is attached as Exhibit "A" and made a part of this document. However, final determinations of assessments will be made following annual review and approval of annual budgets by the City Council. d. The boundaries of the District shall be those described in Exhibit "B" attached hereto and a part hereof. e. The method of assessment shall be as follows: (1) A Service Plan will be approved and adopted by the City Council for a period of not less than five (5) years. The Service Plan will be reviewed and updated annually by the City Council to determine the annual budget for special supplemental services within the District. (2) The cost of the special supplemental services will be assessed against taxable real property within the District according to the value of the property, including improvements, as determined annually by the City Council. (3) Separate assessment rates shall be established for residential lots containing completed homes and residential on which homes have not been completed. f. The apportionment of costs between the improvement district and the City as a whole shall be such that the total costs of the supplemental services described in the service plan will be paid from assessments. g. The probable maximum benefits to be conferred on each tract in the District because of the improvements and/or services will be greater than the amount of the assessment against such tract and the owners thereof. h. The District shall be established without the creation of an advisory body but that the District be managed with the City Council placing management of the District with the homeowners association formed for Pleasant Run

Estates Phase 1-A. i. The District shall be created immediately and continue to exist unless the property owners in the District petition the City Council to terminate the District, or unless the District is sooner terminated as provided by law.

SECTION 2. That the Pleasant Run Estates Phase 1-A Public Improvement District (the "District") is authorized to be and is hereby established as a public improvement district under Chapter 372, Texas Local Government Code with boundaries shown in Exhibit "B" attached hereto.

SECTION 3. That the City Secretary is hereby directed to give notice of the establishment of the Pleasant Run Estates Phase 1-A Public Improvement District and its authorization to provide maintenance, improvements and services by publishing this Resolution once in at least one newspaper of general circulation in the City of Lancaster. The authorization and establishment of the Pleasant Run Estates Phase 1-A Public Improvement District shall be deemed to be effective upon the publication of the notice directed by this section and the District shall continue to exist unless the property owners in the District petition the City Council to terminate the District, or unless the District is sooner terminated as provided by law.

SECTION 4. That any prior Resolution of the City Council in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

SECTION 5. That should any part of this Resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

SECTION 6. 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 8th day of August, 2016.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

TO: The Mayor and City Council of the City of Lancaster, Texas., 211 N. Henry St., Lancaster, Texas 75146.

**PETITION REQUESTING ESTABLISHMENT OF
PUBLIC IMPROVEMENT DISTRICT**

The undersigned petitioners hereby request that the City Council of the City of Lancaster, Texas (the "City Council"), initiate and establish a public improvement district under the Public Improvement District Assessment Act, V.T.C.A., Local Government Code §372.001 et seq. (the "Act"), so that the powers granted under the Act may be exercised by the City of Lancaster, Texas (the "City"). In support of this Petition, the petitioners show the following:

1. NAME OF THE DISTRICT

The proposed public improvement district will be known as the "Pleasant Run Estates Phase 1-A Public Improvement District" (the "District").

2. AUTHORITY OF THE CITY

The City will be authorized to utilize the District to fund construction and installation of public improvements and undertake special supplemental services that confer a special benefit on a definable part of the City. The City Council will be authorized to levy and collect special assessments on property in the District, based on benefits conferred by the improvements and special supplemental services, to pay all or part of the costs of such improvements and special supplemental services.

3. GENERAL NATURE OF THE PROPOSED IMPROVEMENTS AND/OR SPECIAL SUPPLEMENTAL SERVICES

The purposes of the proposed District include the design, acquisition, and construction of public improvement projects authorized by the Act including, but not limited to, streetscape improvements (including landscape and hardscape elements, street furniture and lighting, irrigation, and related elements), parks, greenspace areas, pedestrian ways, and common-area improvements and enhancements (including, but not limited to, entry monuments and features, signage, fireplace features, fences and walls and related items) (the "Public Improvements"); all of which improvement projects shall promote the interests of the City and confer a special benefit upon the Property.

The District would also fund certain special supplemental services including, but not limited to, engineering, planning, landscape architecture, legal services, district creation and administration costs, and public area maintenance (the "Related Services") (collectively, the Public Improvements and Related Services are referred to herein as the "Improvements and Services"). The District will provide a management program for the administration and operation of the district.

The proposed improvements and/or services would be a supplement to the standard existing level of City improvements and/or services and would constitute an added increment to the services normally provided to the taxpayers generally. Following establishment of the District, the City will continue to furnish or pay for standard improvements and/or services in the District at the same level as they would be provided to the taxpayers generally.

4. ESTIMATED COSTS OF THE PROPOSED IMPROVEMENTS AND/OR SPECIAL SUPPLEMENTAL SERVICES

The estimated cost of special supplemental services for the proposed District during the first year of operation will total approximately \$25,880.00. The cost of providing additional improvements and/or special supplemental services in subsequent years will be determined in the multi-year service plan (the "Service Plan") to be adopted and amended from time to time by the City Council. A proposed Service Plan and Assessment Plan is shown as **Exhibit "A"**, which is attached hereto for all purposes.

5. BOUNDARIES OF THE PROPOSED DISTRICT

The boundaries of the proposed District are described and shown on **Exhibit "B"**, the Pleasant Run Estates Phase 1-A Final Plat Volume 99177, Page 2892.

6. PROPOSED METHOD OF ASSESSMENT

The proposed method of assessing property and administering the District is:

- (a) A Service Plan would be approved and adopted by the City Council for a period of not less than five (5) years. The Service Plan will be reviewed and updated annually by the City Council to determine the annual budget for improvements and/or special supplemental services within the District.
- (b) The costs of capital improvements would be assessed equally among each of the residential building lots. The costs of maintenance and supplement services are proposed to be assessed annually against real property within the District according to the value of the lot and any improvements there on as outlined in **Exhibit "A"**, attached hereto and made a part hereof.
- (c) The amount of assessment for each property owner would be adjusted following an annual review of the Service Plan.

7. PROPOSED MANAGEMENT STRUCTURE

The Proposed management structure for the district is:

- (a) The City Council of the City of Lancaster would exercise the powers granted by the Act including:
 - (1) levying and collecting special assessments to pay the costs of the supplemental services;

- (2) requiring preliminary cost estimates for proposed improvements and /or services;
- (3) holding a public hearings on the advisability of the proposed improvements and/or services,
- (4) making findings by resolution as to the advisability of improvements, the estimated costs, the method of assessment, and the apportionment of costs between the improvement district and the City as a whole;
- (5) adopting a resolution authorizing actual construction or acquisition of improvements or implementation of services;
- (6) approving a service and assessment plan for a period of not less than five years;
- (7) reviewing and updating the service and assessment plan annually to determine the annual budget for improvements and/or special supplemental services and adjusting the amount of the assessment annually following approval of the plan;
- (8) apportioning the cost of improvements and/or services assessed against property in the district,
- (9) establishing by ordinance, if the Council desires, reasonable classifications and formulas for the apportionment of costs between the City and the area to be assessed and the methods of assessing the special benefits for various classes of improvements and/or services:
- (10) determining the assessments against each parcel of land and causing a proposed assessment roll to be prepared and filed,
- (11) holding public hearings on proposed assessments and passing on objections to such assessments;
- (12) adopting an ordinance levying a special assessment, specifying the method and time for payment of assessments, determining the rate of interest on unpaid assessments, and fixing liens against property for unpaid assessments,
- (13) holding a public hearing on any supplemental assessments if necessary to correct omissions or mistakes in original assessments;
- (14) making a reassessment or new assessment if an assessment is set aside by a court of competent jurisdiction, found excessive by the City Council, or determined to be invalid by the City Council on the written advice of legal counsel; and

- (15) creating a separate improvement district fund in the City treasury to be used solely to pay costs incurred in the making of improvements and/or providing services.

(b) Petitioners propose that the City Council place the management of the District with the homeowners association formed for the Pleasant Run Estates Phase 1-A subdivision.

8. SUFFICIENCY OF THE PETITION

This petition is sufficient because it is signed by: more than 50 percent of the owners of record of property liable for assessment under this proposal; or the record owners of property composing more than 50 percent of the area liable for assessment under this proposal; and the record owners of taxable property representing more than 50 percent of the appraised value of the taxable real property, including the value of structures and other improvements within the proposed District, as determined by the current roll of the Dallas Central Appraisal District.

The names and the addresses of the owners of record of property that would be liable for assessment under this proposal are shown on the attached **Exhibit "C"**. The percentage of the appraised value as determined by the current roll of the Dallas Central Appraisal District which belongs to the petitioner(s) is more particularly shown on **Exhibit "D"** attached hereto.

9. SOURCE OF PAYMENT FOR IMPROVEMENTS AND/OR SPECIAL SUPPLEMENTAL SERVICES

The cost of the improvements and/or special supplemental services will be paid from special assessments levied against property within the District in accordance with the assessment methodology described above.

10. REQUESTED ACTION OF THE CITY COUNCIL

The petitioners hereby request that the City do the following:

- a. Determine that this petition meets the requirements of the Act;
- b. Cause this petition to be filed with the City Secretary;
- c. Make findings by resolution as to the advisability of the nature of the proposed special supplemental services, the estimated cost, the boundaries of the proposed District, the method of assessment, and the apportionment of costs between the proposed District and city as a whole;
- d. Give proper notice and hold a public hearing on the advisability of establishing the District and providing the proposed special supplemental services;
- e. Following the close of the hearing, adopt a resolution authorizing establishment of the District in accordance with its findings as to the advisability of the special supplemental services;
- f. Cause the resolution authorizing the District to be duly published;
- g. Prepare an assessment roll stating the assessment against each parcel of land within the District as determined by the method of assessment approved by

the city Council and cause such assessment roll to be filed with the City Secretary;

- h. Give proper notice and hold a public hearing to consider the proposed assessments;
- i. Levy by ordinance the assessments as special assessments on the property within the District, specify the method of payment, and prepare and send to property owners tax bills for such special assessments; and,
- j. Take any and all other steps necessary to establish the District.

11. CONCURRENCE WITH ESTABLISHMENT OF THE DISTRICT AND DISSOLUTION OF CURRENT DISTRICT

The owners signing this petition request and concur with the establishment of the District.

[SIGNATURE PAGES FOLLOW.]

Respectfully submitted this ____ day _____, 2016.

PLEASANT RUN ESTATES PHASE 1-A HOMEOWNERS ASSOCIATION

By: _____
Annie Price, President

EXHIBIT "C"

Names and addresses of owners of real property within the proposed district that would be liable for assessment pursuant to the proposal:

HARP BRITTNEY J & BRYANT L ROSS	1803 APOLLO LN	LANCASTER
DAVIS VIVIAN H	1804 APOLLO LN	LANCASTER
WILLIAMS MARDECIA	PO BOX 871445	MESQUITE
REYES LUIS A NATIVI & ERLINDA	1808 APOLLO LN	LANCASTER
HILL GREGORY A & KATONYA T	1811 APOLLO LN	LANCASTER
OSBEY PERSEPHONE & DERRIK	PO BOX 644	DESOTO
BAYLESS MICHAEL W	1815 APOLLO LN	LANCASTER
SETTLES JOYCE	1816 APOLLO LN	LANCASTER
GLOVER TAMIKA C	1819 APOLLO LN	LANCASTER
WOOTEN CLARENCE W	1323 RANSOM DR	LANCASTER
HENDRIX FELICIA L	1823 APOLLO LANE	LANCASTER
HUBBARD ELAINE S	1824 APOLLO LN	LANCASTER
ROSEBOROUGH JAMES E & ERA L	1827 APOLLO LN	LANCASTER
MARTINEZ MANUEL D	1828 APOLLO LN	LANCASTER
VERA FELIX GONZALEZ & SHARLENE GELTON	1831 APOLLO LN	LANCASTER
YOUNG JACQUELINE & ELVIS LEWIS	1832 APOLLO LN	LANCASTER
TOLIVER LEE ELLA & CAMPBELL RAMONA LIVING TRUST TH	1835 APOLLO LN	LANCASTER
THOMAS JERRY	1836 APOLLO LN	LANCASTER
COLE JON & WASHANDRA	1839 APOLLO LN	LANCASTER
PERKINS VALERI	1840 APOLLO LN	LANCASTER
WALKER MICHAEL ANTHONY & RUSCHALL ALYCIA	1843 APOLLO LN	LANCASTER
BARRETT ORLANDO S	1844 APOLLO LN	LANCASTER
VAN ANGELA	1848 APOLLO LN	LANCASTER
PEA MICHAEL W	1309 ARTEMUS DR	LANCASTER
PENN NATARSHA	1311 ARTEMUS DR	LANCASTER
KING SAMUEL & CHARITA E KING	1312 ARTEMUS DR	LANCASTER
WATSON MICHAEL P & DEWANNA A	1315 ARTEMUS DR	LANCASTER
GARNER PHILLIP R & SALLYE T	1316 ARTEMUS DR	LANCASTER
JETER LUCRESIA C	1319 ARTEMUS DR	LANCASTER
BOCOX KRISTIN	10402 N 88TH EAST AVE	OWASSO
GRIGSBY DERRICK W & DARLENE	1323 ARTEMUS DR	LANCASTER
RATTLER CHASITY DANNETTE	1324 ARTEMUS DR	LANCASTER
JOHNSON ADRIAN & BARBARA Y	1327 ARTEMUS DR	LANCASTER
WASHINGTON CAROLYN A	1331 ARTEMUS DR	LANCASTER
TUTSON JERROD UVONDA TUTSON	1804 ATHENA DR	LANCASTER
SANDERS ELAINE	PO BOX 604	LANCASTER
KIRK KEISHA A	1808 ATHENA DR	LANCASTER
DOUGLAS ARNETRA	1811 ATHENA DR	LANCASTER
ANDERSON LLOYD J	1812 ATHENA DR	LANCASTER
TRAYLOR EARLEAN &	1815 ATHENA DR	LANCASTER

SHAVERS RODERICK N	1816 ATHENA DR	LANCASTER
WALKER EBONY & ROSE DERRELL	1819 ATHENA DR	LANCASTER
PRLANCASTER LTD % RONALD N HAYNES JR PRESIDENT	6119 GREENVILLE AVE	DALLAS
KNIGHT MARCUS & TENGEMANA	1823 ATHENA DR	LANCASTER
PRLANCASTER LTD % RONALD N HAYNES JR PRESIDENT	6119 GREENVILLE AVE	DALLAS
TUCKER ANTHONY & BELINDA	1827 ATHENA DR	LANCASTER
SMITH STEPHEN & NICHOLAS STEPHEN SMITH	1828 ATHENA DR	LANCASTER
GEE DENISE VANCE & DEVON UZZELLE	1832 ATHENA DR	LANCASTER
HAGGERTY KENNETH P	1836 ATHENA DR	LANCASTER
LEE VINCENT	1840 ATHENA DR	LANCASTER
SMITH KEVIN	1844 ATHENA DR	LANCASTER
STARKES TIFFANY C	1306 MERCURY LN	LANCASTER
VASQUEZ OLIVIA & BRIAN J JENKINS	1310 MERCURY LN	LANCASTER
AKINDOJU TOLULOPE M & COMFORT O	1314 MERCURY LN	LANCASTER
CHILDERS RICKEY C & SANDRA C	1318 MERCURY LN	LANCASTER
SMITH E LAWRENCE & STEPHANIE M	1321 MERCURY LN	LANCASTER
ALEXANDER JERRY & BARBARA	1322 MERCURY LN	LANCASTER
HOLLAND SHELIA L	1325 MERCURY LN	LANCASTER
LEE VICKY & EDWARD LEE	1326 MERCURY LN	LANCASTER
MASTERS LAURA L	1329 MERCURY LN	LANCASTER
NGUYEN NHAT	517 CAMILLA LN	GARLAND
MALLORY JACQUELINE	1333 MERCURY LN	LANCASTER
WREN REGINA A	1404 MERCURY LN	LANCASTER
MANNING DANIEAL	1408 MERCURY LN	LANCASTER
WILLIAMS KENDALL & LEAH	1412 MERCURY LN	LANCASTER
WILSON KEITH & GAYLE	1416 MERCURY LN	LANCASTER
WHITLEY CORDELL	1420 MERCURY LN	LANCASTER
MUSE LYDIA	1424 MERCURY LN	LANCASTER
JONES DENISE	1428 MERCURY LN	LANCASTER
MAXIE REGINA	1432 MERCURY LN	LANCASTER
BAKER VIVIAN	1436 MERCURY LN	LANCASTER
HUGHES TERESA A	1440 MERCURY LN	LANCASTER
WINTER JESSE	1444 MERCURY LN	LANCASTER
ELLIS STEVE S II & MONICA	1801 OLYMPUS DR	LANCASTER
HEWITT CRYSTAL	1802 OLYMPUS DR	LANCASTER
FORD ERIC	1805 OLYMPUS DR	LANCASTER
ALL SEASONS REAL ESTATE COMP	3409 BIRCHWOOD LN	RICHARDSON
SHANKLIN BLOYCE	1809 OLYMPUS DR	LANCASTER
THIBODEAUX RUBY	1810 OLYMPUS DR	LANCASTER
HUMBER LEOLA	1814 OLYMPUS DR	LANCASTER
GRIMES KEVIN & GERALDINE	1815 OLYMPUS DR	LANCASTER
VALLERY CLAUDETTE H & ANDRE G VALLERY	1818 OLYMPUS DR	LANCASTER
GILL PAMELA	1819 OLYMPUS DR	LANCASTER
PAQUIN REGINA &	1821 OLYMPUS DR	LANCASTER

COOPER JOYCE & ABE	1822 OLYMPUS DR	LANCASTER
BALLARD ALLAN ROY	1825 OLYMPUS DR	LANCASTER
PARKER ZAVEARA & CHAUNCY PARKER JR	1826 OLYMPUS DR	LANCASTER
TURNER BRANDON MCQUEEN & CHRISTYE	1829 OLYMPUS DRIVE	LANCASTER
CHERUKU VIJAYA	1830 OLYMPUS DR	LANCASTER
MUPR 3 ASSETS LLC	8300 N MOPAC EXPWY STE 200	AUSTIN
DOMINGUEZ EVER S V & ZULAMITA ORTIZ LUCATERO	1834 OLYMPUS DR	LANCASTER
ROGERS STACI K	1837 OLYMPUS DR	LANCASTER
HUTCHINS THAD L & DORIS J	1838 OLYMPUS DR	LANCASTER
JENNINGS BELINDA & JAMES	1841 OLYMPUS DR	LANCASTER
NEW WORLD SERIES LLC SERIES B	2601 CHERRY SAGE DR	FLOWER MOUND
JONES REBECCA J	1407 PEGASUS DR	LANCASTER
JOHNSON KENNETH	1411 PEGASUS DR	LANCASTER
HORTON D R TEXAS LTD	4306 MILLER RD	ROWLETT
KIDD LANE MOORE	1419 PEGASUS DR	LANCASTER
EVANS EBED M & ALFREDA	1423 PEGASUS DR	LANCASTER
WILEY DARREN & HOPE	1427 PEGASUS DR	LANCASTER
TURNER JOYCE A & CHARLES C JR	1431 PEGASUS DR	LANCASTER
PRLANCASTER LTD PS % RONALD N HAYNES JR PRESIDENT	6119 GREENVILLE AVE	DALLAS
PRLANCASTER LTD PS % RONALD N HAYNES JR PRESIDENT	6119 GREENVILLE AVE	DALLAS
WILSON DEVENA & WILLIE	1801 POSEIDON DR	LANCASTER
MOONEY JOHN W II	1805 POSEIDON DR	LANCASTER
ESTERS ERMA	1809 POSEIDON DR	LANCASTER
HODGE BRENDA J	1811 POSEIDON DR	LANCASTER
JONES CRYSTAL R	1815 POSEIDON DR	LANCASTER
HOLMES DEZELLA P & JAMES R	1816 POSEIDON DR	LANCASTER
BOLLIN CHRISTOPHER	1819 POSEIDON DR	LANCASTER
TYSON JYMON R & TYSON ROLANDRA E	1820 POSEIDON DR	LANCASTER
HUMPHREY KEITH L & PAMELA A	1823 POSEIDON DR	LANCASTER
PRICE DAVID	1824 POSEIDON DR	LANCASTER
TURNER TRINA B	1827 POSEIDON DR	LANCASTER
GARNER DANNY	1828 POSEIDON DR	LANCASTER
HSBC BANK USA % OCWEN LOAN SERVICING	1661 WORTHINGTON RD STE 100	WEST PALM BEACH
TURKNETT LENA	1832 POSEIDON DR	LANCASTER
WILLIAMS TAMACIA S	1835 POSEIDON DR	LANCASTER
JONES CLYDE	1836 POSEIDON DR	LANCASTER
CALINGACION CHRISTINE	1839 POSEIDON DR	LANCASTER
WAITES SHERRIE	1843 POSEIDON DR	LANCASTER
IGNONT BILLIE & GUPTIN JULIA	1847 POSEIDON DR	LANCASTER
PLEASANT RUN ESTATES HOMEOWNERS ASSOC	3102 OAK LAWN AVE SUITE 202	DALLAS
HOUSTON VALEICYIA	1316 RAWLINS DR	LANCASTER
DEVOLD ROSHELLE	1320 RAWLINS DR	LANCASTER
STRICKLIN BEVERLY	1324 RAWLINS DR	LANCASTER
HICKS VALENCIA E & ANTHONY	1328 RAWLINS DR	LANCASTER

EXHIBIT "D"

HARP BRITTNEY J & BRYANT L ROSS	1803 APOLLO LN	\$143,380	0.90%
DAVIS VIVIAN H	1804 APOLLO LN	\$138,360	0.86%
WILLIAMS MARDECIA	1807 APOLLO LN	\$144,390	0.90%
REYES LUIS A NATIVI & ERLINDA	1808 APOLLO LN	\$144,650	0.90%
HILL GREGORY A & KATONYA T	1811 APOLLO LN	\$144,960	0.91%
OSBEY PERSEPHONE & DERRIK	1812 APOLLO LN	\$123,950	0.77%
BAYLESS MICHAEL W	1815 APOLLO LN	\$108,000	0.68%
SETTLES JOYCE	1816 APOLLO LN	\$128,580	0.80%
GLOVER TAMIKA C	1819 APOLLO LN	\$166,530	1.04%
WOOTEN CLARENCE W	1820 APOLLO LN	\$30,000	0.19%
HENDRIX FELICIA L	1823 APOLLO LANE	\$130,040	0.81%
HUBBARD ELAINE S	1824 APOLLO LN	\$124,740	0.78%
ROSEBOROUGH JAMES E & ERA L	1827 APOLLO LN	\$138,970	0.87%
MARTINEZ MANUEL D	1828 APOLLO LN	\$172,310	1.08%
VERA FELIX GONZALEZ & SHARLENE GELTON	1831 APOLLO LN	\$145,760	0.91%
YOUNG JACQUELINE & ELVIS LEWIS	1832 APOLLO LN	\$141,860	0.89%
TOLIVER LEE ELLA & CAMPBELL RAMONA LIVING TRUST TH	1835 APOLLO LN	\$163,500	1.02%
THOMAS JERRY	1836 APOLLO LN	\$109,110	0.68%
COLE JON & WASHANDRA	1839 APOLLO LN	\$114,280	0.71%
PERKINS VALERI	1840 APOLLO LN	\$145,000	0.91%
WALKER MICHAEL ANTHONY & RUSCHALL ALCYIA	1843 APOLLO LN	\$186,610	1.17%
BARRETT ORLANDO S	1844 APOLLO LN	\$155,690	0.97%
VAN ANGELA	1848 APOLLO LN	\$185,110	1.16%
PEA MICHAEL W	1309 ARTEMUS DR	\$85,020	0.53%
PENN NATARSHA	1311 ARTEMUS DR	\$141,330	0.88%
KING SAMUEL & CHARITA E KING	1312 ARTEMUS DR	\$135,750	0.85%
WATSON MICHAEL P & DEWANNA A	1315 ARTEMUS DR	\$118,410	0.74%
GARNER PHILLIP R & SALLYE T	1316 ARTEMUS DR	\$90,570	0.57%
JETER LUCRESIA C	1319 ARTEMUS DR	\$117,880	0.74%
BOCOX KRISTIN	1320 ARTEMUS	\$171,930	1.07%
GRIGSBY DERRICK W & DARLENE	1323 ARTEMUS DR	\$130,040	0.81%
RATTLER CHASITY DANNETTE	1324 ARTEMUS DR	\$125,130	0.78%
JOHNSON ADRIAN & BARBARA Y	1327 ARTEMUS DR	\$129,690	0.81%
WASHINGTON CAROLYN A	1331 ARTEMUS DR	\$115,130	0.72%
TUTSON JERROD UVONDA TUTSON	1804 ATHENA DR	\$125,310	0.78%
SANDERS ELAINE	1807 ATHENS	\$116,390	0.73%
KIRK KEISHA A	1808 ATHENA DR	\$167,250	1.05%

DOUGLAS ARNETRA	1811 ATHENA DR	\$139,530	0.87%
ANDERSON LLOYD J	1812 ATHENA DR	\$112,150	0.70%
TRAYLOR EARLEAN &	1815 ATHENA DR	\$109,900	0.69%
SHAVERS RODERICK N	1816 ATHENA DR	\$133,180	0.83%
WALKER EBONY & ROSE DERRELL	1819 ATHENA DR	\$137,440	0.86%
PRLANCASTER LTD % RONALD N HAYNES JR PRESIDENT	1820 ATHENA	\$15,000	0.09%
KNIGHT MARCUS & TENGEMANA	1823 ATHENA DR	\$189,540	1.18%
PRLANCASTER LTD % RONALD N HAYNES JR PRESIDENT	1824 ATHENA	\$15,000	0.09%
TUCKER ANTHONY & BELINDA	1827 ATHENA DR	\$167,530	1.05%
SMITH STEPHEN & NICHOLAS STEPHEN SMITH	1828 ATHENA DR	\$172,000	1.08%
GEE DENISE VANCE & DEVON UZZELLE	1832 ATHENA DR	\$0	0.00%
HAGGERTY KENNETH P	1836 ATHENA DR	\$147,730	0.92%
LEE VINCENT	1840 ATHENA DR	\$148,730	0.93%
SMITH KEVIN	1844 ATHENA DR	\$156,200	0.98%
STARKES TIFFANY C	1306 MERCURY LN	\$138,400	0.87%
VASQUEZ OLIVIA & BRIAN J JENKINS	1310 MERCURY LN	\$146,540	0.92%
AKINDOJU TOLULOPE M & COMFORT O	1314 MERCURY LN	\$152,550	0.95%
CHILDERS RICKEY C & SANDRA C	1318 MERCURY LN	\$183,490	1.15%
SMITH E LAWRENCE & STEPHANIE M	1321 MERCURY LN	\$140,150	0.88%
ALEXANDER JERRY & BARBARA	1322 MERCURY LN	\$89,190	0.56%
HOLLAND SHELIA L	1325 MERCURY LN	\$116,600	0.73%
LEE VICKY & EDWARD LEE	1326 MERCURY LN	\$152,920	0.96%
MASTERS LAURA L	1329 MERCURY LN	\$117,200	0.73%
NGUYEN NHAT	1330 MERCURY LN	\$108,330	0.68%
MALLORY JACQUELINE	1333 MERCURY LN	\$99,350	0.62%
WREN REGINA A	1404 MERCURY LN	\$126,540	0.79%
MANNING DANIEAL	1408 MERCURY LN	\$150,090	0.94%
WILLIAMS KENDALL & LEAH	1412 MERCURY LN	\$160,960	1.01%
WILSON KEITH & GAYLE	1416 MERCURY LN	\$162,430	1.02%
WHITLEY CORDELL	1420 MERCURY LN	\$155,600	0.97%
MUSE LYDIA	1424 MERCURY LN	\$94,370	0.59%
JONES DENISE	1428 MERCURY LN	\$137,440	0.86%
MAXIE REGINA	1432 MERCURY LN	\$146,660	0.92%
BAKER VIVIAN	1436 MERCURY LN	\$95,190	0.60%
HUGHES TERESA A	1440 MERCURY LN	\$136,840	0.86%
WINTER JESSE	1444 MERCURY LN	\$167,960	1.05%
ELLIS STEVE S II & MONICA	1801 OLYMPUS DR	\$148,570	0.93%
HEWITT CRYSTAL	1802 OLYMPUS DR	\$108,430	0.68%
FORD ERIC	1805 OLYMPUS DR	\$157,430	0.98%
ALL SEASONS REAL ESTATE COMP	1806 OLYMPUS	\$139,920	0.87%
SHANKLIN BLOYCE	1809 OLYMPUS DR	\$141,120	0.88%
THIBODEAUX RUBY	1810 OLYMPUS DR	\$110,970	0.69%

HUMBER LEOLA	1814 OLYMPUS DR	\$178,720	1.12%
GRIMES KEVIN & GERALDINE	1815 OLYMPUS DR	\$153,100	0.96%
VALLERY CLAUDETTE H & ANDRE G VALLERY	1818 OLYMPUS DR	\$100,260	0.63%
GILL PAMELA	1819 OLYMPUS DR	\$153,990	0.96%
PAQUIN REGINA &	1821 OLYMPUS DR	\$146,390	0.92%
COOPER JOYCE & ABE	1822 OLYMPUS DR	\$98,700	0.62%
BALLARD ALLAN ROY	1825 OLYMPUS DR	\$165,620	1.04%
PARKER ZAVEARA & CHAUNCY PARKER JR	1826 OLYMPUS DR	\$130,180	0.81%
TURNER BRANDON MCQUEEN & CHRISTYE	1829 OLYMPUS DRIVE	\$144,410	0.90%
CHERUKU VIJAYA	1830 OLYMPUS DR	\$143,380	0.90%
MUPR 3 ASSETS LLC	1833 OLYMPUS	\$165,000	1.03%
DOMINGUEZ EVER S V & ZULAMITA ORTIZ LUCATERO	1834 OLYMPUS DR	\$160,000	1.00%
ROGERS STACI K	1837 OLYMPUS DR	\$145,580	0.91%
HUTCHINS THAD L & DORIS J	1838 OLYMPUS DR	\$131,470	0.82%
JENNINGS BELINDA & JAMES	1841 OLYMPUS DR	\$175,230	1.10%
NEW WORLD SERIES LLC SERIES B	1842 OLYMPUS	\$169,250	1.06%
JONES REBECCA J	1407 PEGASUS DR	\$176,310	1.10%
JOHNSON KENNETH	1411 PEGASUS DR	\$0	0.00%
HORTON D R TEXAS LTD	1415 PEGASUS	\$6,750	0.04%
KIDD LANE MOORE	1419 PEGASUS DR	\$139,920	0.87%
EVANS EBED M & ALFREDA	1423 PEGASUS DR	\$103,850	0.65%
WILEY DARREN & HOPE	1427 PEGASUS DR	\$135,630	0.85%
TURNER JOYCE A & CHARLES C JR	1431 PEGASUS DR	\$186,070	1.16%
PRLANCASTER LTD PS % RONALD N HAYNES JR PRESIDENT	1815 PLEASANT RUN RD	\$100	0.00%
PRLANCASTER LTD PS % RONALD N HAYNES JR PRESIDENT	1901 PLEASANT RUN RD	\$100	0.00%
WILSON DEVENA & WILLIE	1801 POSEIDON DR	\$152,900	0.96%
MOONEY JOHN W II	1805 POSEIDON DR	\$102,850	0.64%
ESTERS ERMA	1809 POSEIDON DR	\$89,520	0.56%
HODGE BRENDA J	1811 POSEIDON DR	\$118,900	0.74%
JONES CRYSTAL R	1815 POSEIDON DR	\$144,300	0.90%
HOLMES DEZELLA P & JAMES R	1816 POSEIDON DR	\$86,670	0.54%
BOLLIN CHRISTOPHER	1819 POSEIDON DR	\$171,170	1.07%
TYSON JYMON R & TYSON ROLANDRA E	1820 POSEIDON DR	\$0	0.00%
HUMPHREY KEITH L & PAMELA A	1823 POSEIDON DR	\$164,730	1.03%
PRICE DAVID	1824 POSEIDON DR	\$74,600	0.47%
TURNER TRINA B	1827 POSEIDON DR	\$137,960	0.86%
GARNER DANNY	1828 POSEIDON DR	\$161,500	1.01%
HSBC BANK USA % OCWEN LOAN SERVICING	1831 POSEIDON	\$123,750	0.77%
TURKNETT LENA	1832 POSEIDON DR	\$115,610	0.72%
WILLIAMS TAMACIA S	1835 POSEIDON DR	\$123,050	0.77%
JONES CLYDE	1836 POSEIDON DR	\$126,640	0.79%
CALINGACION CHRISTINE	1839 POSEIDON DR	\$162,840	1.02%

WAITES SHERRIE	1843 POSEIDON DR	\$113,290	0.71%
IGNONT BILLIE & GUPTIN JULIA	1847 POSEIDON DR	\$143,750	0.90%
PLEASANT RUN ESTATES HOMEOWNERS ASSOC	1315 RAWLINS	\$100	0.00%
HOUSTON VALEICYIA	1316 RAWLINS DR	\$149,350	0.93%
DEVOLD ROSHELLE	1320 RAWLINS DR	\$148,640	0.93%
STRICKLIN BEVERLY	1324 RAWLINS DR	\$166,620	1.04%
HICKS VALENCIA E & ANTHONY	1328 RAWLINS DR	\$146,050	0.91%

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1803 APOLLO LN	HARP BRITTNEY J & BRYANT L ROSS	
1807 APOLLO LN	WILLIAMS MARDECIA	
1811 APOLLO LN	HILL GREGORY A & KATONYA T	
1815 APOLLO LN	BAYLESS MICHAEL W	
1819 APOLLO LN	GLOVER TAMIKA C	
1823 APOLLO LN	HENDRIX FELICIA L	
1827 APOLLO LN	ROSEBOROUGH JAMES E & ERA L	
1831 APOLLO LN	VERA FELIX GONZALEZ & SHARLENE GELTON	
1835 APOLLO LN	TOLIVER LEE ELLA & CAMPBELL RAMONA LIVING TRUST TH	
1839 APOLLO LN	COLE JON & WASHANDRA	
1843 APOLLO LN	WALKER MICHAEL ANTHONY & RUSCHALL ALYCIA	
1804 APOLLO LN	DAVIS VIVIAN H	
1808 APOLLO LN	REYES LUIS A NATIVI & ERLINDA	
1812 APOLLO LN	OSBEY PERSEPHONE & DERRIK	
1816 APOLLO LN	SETTLES JOYCE	
1820 APOLLO LN	WOOTEN CLARENCE W	
1824 APOLLO LN	HUBBARD ELAINE S	
1828 APOLLO LN	MARTINEZ MANUEL D	
1832 APOLLO LN	BELLMURRY JACQUELINE	
1836 APOLLO LN	THOMAS JERRY	
1840 APOLLO LN	PERKINS VALERI	
1844 APOLLO LN	BARRETT ORLANDO S	
1848 APOLLO LN	VAN ANGELA	
1331 ARTEMUS DR	WASHINGTON CAROLYN A	
1327 ARTEMUS DR	JOHNSON ADRIAN & BARBARA	
1324 ARTEMUS DR	RATTLER CHASITY DANNETTE	
1323 ARTEMUS DR	GRIGSBY DERRICK W & DARLENE	
1320 ARTEMUS DR	BOCOX KRISTIN	
1319 ARTEMUS DR	JETER LUCRESIA C	<i>Lucresia C. Jeter</i>
1316 ARTEMUS DR	GARNER PHILLIP R & SALLYE T	<i>Sallye T. Garner</i>
1315 ARTEMUS DR	WATSON MICHAEL P & DEWANNA A	
1312 ARTEMUS DR	KING SAMUEL & CHARITA E KING	
1311 ARTEMUS DR	PENN NATARSHA	<i>N. Penn</i>
1307 ARTEMUS DR	PEA MICHAEL W	

1827 ATHENA DR	TUCKER ANTHONY & BELINDA	
1807 ATHENA DR	SANDERS ELAINE	
1811 ATHENA DR	DOUGLAS ARNETRA	
1815 ATHENA DR	TRAYLOR EARLEAN	
1819 ATHENA DR	WALKER EBONY & ROSE DERRELL	
1823 ATHENA DR	KNIGHT MARCUS & TENGEMANA	
1840 ATHENA DR	LEE VINCENT	
1808 ATHENA DR	KIRK KEISHA A	
1812 ATHENA DR	ANDERSON LLOYD J	
1816 ATHENA DR	SHAVERS RODERICK N	
1836 ATHENA DR	HAGGERTY KENNETH P	
1844 ATHENA DR	SMITH KEVIN	
1820 ATHENA DR	PRLANCASTER LTD	
1824 ATHENA DR	PRLANCASTER LTD	
1828 ATHENA DR	SMITH STEPHEN & NICHOLAS STEPHEN SMITH	
1832 ATHENA DR	GEE DENISE VANCE & DEVON UZZELLE	
1804 ATHENA DR	TUTSON JERROD & UVONDA TUTSON	
1444 MERCURY LN	WINTER JESSE	
1440 MERCURY LN	HUGHES TERESA A	
1436 MERCURY LN	BAKER VIVIAN	<i>Vivian Baker</i>
1432 MERCURY LN	MAXIE REGINA	
1428 MERCURY LN	JONES DENISE	
1424 MERCURY LN	MUSE LYDIA	
1420 MERCURY LN	WHITLEY CORDELL	
1416 MERCURY LN	WILSON KEITH & GAYLE	
1412 MERCURY LN	WILLIAMS KENDALL & LEAH	
1408 MERCURY LN	MANNING DANIEAL	
1404 MERCURY LN	WREN REGINA A	
1330 MERCURY LN	NGUYEN NHAT	
1333 MERCURY LN	MALLORY JACQUELINE	
1326 MERCURY LN	LEE VICKY & EDWARD LEE	
1329 MERCURY LN	MASTERS LAURA L	
1322 MERCURY LN	ALEXANDER JERRY & BARBARA	
1325 MERCURY LN	HOLLAND SHELIA L	
1318 MERCURY LN	CHILDERS RICKEY C & SANDRA C	

Site Address	Owner Name	Signature
1803 APOLLO LN	HARP BRITTNEY J & BRYANT L ROSS	
1807 APOLLO LN	WILLIAMS MARDECIA	
1811 APOLLO LN	HILL GREGORY A & KATONYA T	
1815 APOLLO LN	BAYLESS MICHAEL W	
1819 APOLLO LN	GLOVER TAMIKA C	
1823 APOLLO LN	HENDRIX FELICIA L	
1827 APOLLO LN	ROSEBOROUGH JAMES E & ERA L	
1831 APOLLO LN	VERA FELIX GONZALEZ & SHARLENE GELTON	
1835 APOLLO LN	TOLIVER LEE ELLA & CAMPBELL RAMONA LIVING TRUST TH	
1839 APOLLO LN	COLE JON & WASHANDRA	
1843 APOLLO LN	WALKER MICHAEL ANTHONY & RUSCHALL ALYCIA	
1804 APOLLO LN	DAVIS VIVIAN H	
1808 APOLLO LN	REYES LUIS A NATIVI & ERLINDA	
1812 APOLLO LN	OSBEY PERSEPHONE & DERRIK	
1816 APOLLO LN	SETTLES JOYCE	
1820 APOLLO LN	WOOTEN CLARENCE W	
1824 APOLLO LN	HUBBARD ELAINE S	
1828 APOLLO LN	MARTINEZ MANUEL D	
1832 APOLLO LN	BELLMURRY JACQUELINE	
1836 APOLLO LN	THOMAS JERRY	
1840 APOLLO LN	PERKINS VALERI	
1844 APOLLO LN	BARRETT ORLANDO S	
1848 APOLLO LN	VAN ANGELA	
1331 ARTEMUS DR	WASHINGTON CAROLYN A	
1327 ARTEMUS DR	JOHNSON ADRIAN & BARBARA	
1324 ARTEMUS DR	RATTLER CHASITY DANNETTE	
1323 ARTEMUS DR	GRIGSBY DERRICK W & DARLENE	
1320 ARTEMUS DR	BOCOX KRISTIN	
1319 ARTEMUS DR	JETER LUCRESIA C	
1316 ARTEMUS DR	GARNER PHILLIP R & SALLYE T	
1315 ARTEMUS DR	WATSON MICHAEL P & DEWANNA A	
1312 ARTEMUS DR	KING SAMUEL & CHARITA E KING	
1311 ARTEMUS DR	PENN NATARSHA	
1307 ARTEMUS DR	PEA MICHAEL W	

1827 ATHENA DR	TUCKER ANTHONY & BELINDA	
1807 ATHENA DR	SANDERS ELAINE	
1811 ATHENA DR	DOUGLAS ARNETRA	
1815 ATHENA DR	TRAYLOR EARLEAN	
1819 ATHENA DR	WALKER EBONY & ROSE DERRELL	
1823 ATHENA DR	KNIGHT MARCUS & TENGEMANA	
1840 ATHENA DR	LEE VINCENT	
1808 ATHENA DR	KIRK KEISHA A	
1812 ATHENA DR	ANDERSON LLOYD J	
1816 ATHENA DR	SHAVERS RODERICK N	
1836 ATHENA DR	HAGGERTY KENNETH P	
1844 ATHENA DR	SMITH KEVIN	
1820 ATHENA DR	PRLANCASTER LTD	
1824 ATHENA DR	PRLANCASTER LTD	
1828 ATHENA DR	SMITH STEPHEN & NICHOLAS STEPHEN SMITH	
1832 ATHENA DR	GEE DENISE VANCE & DEVON UZZELLE	
1804 ATHENA DR	TUTSON JERROD & UVONDA TUTSON	
1444 MERCURY LN	WINTER JESSE	
1440 MERCURY LN	HUGHES TERESA A	
1436 MERCURY LN	BAKER VIVIAN	
1432 MERCURY LN	MAXIE REGINA	
1428 MERCURY LN	JONES DENISE	
1424 MERCURY LN	MUSE LYDIA	
1420 MERCURY LN	WHITLEY CORDELL	
1416 MERCURY LN	WILSON KEITH & GAYLE	
1412 MERCURY LN	WILLIAMS KENDALL & LEAH	
1408 MERCURY LN	MANNING DANIEAL	
1404 MERCURY LN	WREN REGINA A	
1330 MERCURY LN	NGUYEN NHAT	
1333 MERCURY LN	MALLORY JACQUELINE	
1326 MERCURY LN	LEE VICKY & EDWARD LEE	
1329 MERCURY LN	MASTERS LAURA L	
1322 MERCURY LN	ALEXANDER JERRY & BARBARA	
1325 MERCURY LN	HOLLAND SHELIA L	
1318 MERCURY LN	CHILDERS RICKEY C & SANDRA C	

Site Address	Owner Name	Signature
1803 APOLLO LN	HARP BRITTNEY J & BRYANT L ROSS	X
1807 APOLLO LN	WILLIAMS MARDECIA	X
1811 APOLLO LN	HILL GREGORY A & KATONYA T	X
1815 APOLLO LN	BAYLESS MICHAEL W	X <i>Michael Bayless</i>
1819 APOLLO LN	GLOVER TAMIKA C	X
1823 APOLLO LN	HENDRIX FELICIA L	X
1827 APOLLO LN	ROSEBOROUGH JAMES E & ERA L	X
1831 APOLLO LN	VERA FELIX GONZALEZ & SHARLENE GELTON	X
1835 APOLLO LN	TOLIVER LEE ELLA & CAMPBELL RAMONA LIVING TRUST TH	X
1839 APOLLO LN	COLE JON & WASHANDRA	X
1843 APOLLO LN	WALKER MICHAEL ANTHONY & RUSCHALL ALCYIA	X
1804 APOLLO LN	DAVIS VIVIAN H	X
1808 APOLLO LN	REYES LUIS A NATIVI & ERLINDA	X
1812 APOLLO LN	OSBEY PERSEPHONE & DERRIK	X
1816 APOLLO LN	SETTLES JOYCE <i>Williams</i>	X <i>Joyce Williams</i>
1820 APOLLO LN	WOOTEN CLARENCE W	X <i>Clarence Wooten</i>
1824 APOLLO LN	HUBBARD ELAINE S	X <i>Elaine S Hubbard</i>
1828 APOLLO LN	MARTINEZ MANUEL D	X
1832 APOLLO LN	BELLMURRY JACQUELINE	X <i>Jacqueline Bell Murray</i>
1836 APOLLO LN	THOMAS JERRY	X
1840 APOLLO LN	PERKINS VALERI E	X <i>Valeri Perkins</i>
1844 APOLLO LN	BARRETT ORLANDO S	X
1848 APOLLO LN	VAN ANGELA	X
1331 ARTEMUS DR	WASHINGTON CAROLYN A	
1327 ARTEMUS DR	JOHNSON ADRIAN & BARBARA	
1324 ARTEMUS DR	RATTLER CHASITY DANNETTE	
1323 ARTEMUS DR	GRIGSBY DERRICK W & DARLENE	
1320 ARTEMUS DR	BOCOX KRISTIN	
1319 ARTEMUS DR	JETER LUCRESIA C	
1316 ARTEMUS DR	GARNER PHILLIP R & SALLYE T	
1315 ARTEMUS DR	WATSON MICHAEL P & DEWANNA A	
1312 ARTEMUS DR	KING SAMUEL & CHARITA E KING	
1311 ARTEMUS DR	PENN NATARSHA	
1307 ARTEMUS DR	PEA MICHAEL W	

1827 ATHENA DR	TUCKER ANTHONY & BELINDA	
1807 ATHENA DR	SANDERS ELAINE	
1811 ATHENA DR	DOUGLAS ARNETRA	
1815 ATHENA DR	TRAYLOR EARLEAN	
1819 ATHENA DR	WALKER EBONY & ROSE DERRELL	
1823 ATHENA DR	KNIGHT MARCUS & TENGEMANA	
1840 ATHENA DR	LEE VINCENT	
1808 ATHENA DR	KIRK KEISHA A	
1812 ATHENA DR	ANDERSON LLOYD J	
1816 ATHENA DR	SHAVERS RODERICK N	
1836 ATHENA DR	HAGGERTY KENNETH P	
1844 ATHENA DR	SMITH KEVIN	
1820 ATHENA DR	PRLANCASTER LTD	
1824 ATHENA DR	PRLANCASTER LTD	
1828 ATHENA DR	SMITH STEPHEN & NICHOLAS STEPHEN SMITH	
1832 ATHENA DR	GEE DENISE VANCE & DEVON UZZELLE	
1804 ATHENA DR	TUTSON JERROD & UVONDA TUTSON	
1444 MERCURY LN	WINTER JESSE	
1440 MERCURY LN	HUGHES TERESA A	
1436 MERCURY LN	BAKER VIVIAN	
1432 MERCURY LN	MAXIE REGINA	
1428 MERCURY LN	JONES DENISE	
1424 MERCURY LN	MUSE LYDIA	
1420 MERCURY LN	WHITLEY CORDELL	
1416 MERCURY LN	WILSON KEITH & GAYLE	
1412 MERCURY LN	WILLIAMS KENDALL & LEAH	
1408 MERCURY LN	MANNING DANIEAL	
1404 MERCURY LN	WREN REGINA A	
1330 MERCURY LN	NGUYEN NHAT	
1333 MERCURY LN	MALLORY JACQUELINE	
1326 MERCURY LN	LEE VICKY & EDWARD LEE	
1329 MERCURY LN	MASTERS LAURA L	
1322 MERCURY LN	ALEXANDER JERRY & BARBARA	
1325 MERCURY LN	HOLLAND SHELIA L	
1318 MERCURY LN	CHILDERS RICKEY C & SANDRA C	

1321 MERCURY LN	SMITH E LAWRENCE & STEPHANIE M	
1314 MERCURY LN	AKINDOJU TOLULOPE M & COMFORT O	
1310 MERCURY LN	VASQUEZ OLIVIA & BRIAN J JENKINS	
1306 MERCURY LN	STARKES TIFFANY C	
1801 OLYMPUS DR	VENTUKRES TRUST 2013 IHR BY MCM CAPITAL PARTNERS	
1805 OLYMPUS DR	FORD ERIC	
1809 OLYMPUS DR	SHANKLIN BLOYCE	
1815 OLYMPUS DR	GRIMES KEVIN & GERALDINE	
1819 OLYMPUS DR	GILL PAMELA	
1821 OLYMPUS DR	PAQUIN REGINA &	
1825 OLYMPUS DR	BALLARD ALLAN ROY	
1829 OLYMPUS DR	TURNER BRANDON MCQUEEN & CHRISTYE <i>Brandon Turner</i>	
1833 OLYMPUS DR	MUPR 3 ASSETS LLC	
1837 OLYMPUS DR	ROGERS STACI K	
1841 OLYMPUS DR	JENNINGS BELINDA & JAMES	
1802 OLYMPUS DR	HEWITT CRYSTAL	
1806 OLYMPUS DR	GENT-HOWARD MANDY L	
1810 OLYMPUS DR	THIBODEAUX RUBY	
1814 OLYMPUS DR	HUMBER LEOLA	
1818 OLYMPUS DR	VALLERY CLAUDETTE H & ANDRE G VALLERY	
1822 OLYMPUS DR	COOPER JOYCE & ABE	
1826 OLYMPUS DR	PARKER ZAVEARA & CHAUNCY PARKER JR	
1830 OLYMPUS DR	CHERUKU VIJAYA	
1834 OLYMPUS DR	DOMINGUEZ EVER S V & ZULAMITA ORTIZ LUCATERO	
1838 OLYMPUS DR	HUTCHINS THAD L & DORIS J	
1842 OLYMPUS DR	GREENE SECQLI	
1431 PEGASUS DR	HORTON D R TEXAS LTD	
1427 PEGASUS DR	WILEY DARREN & HOPE	
1423 PEGASUS DR	EVANS EBED M & ALFREDA	
1419 PEGASUS DR	KIDD LANE MOORE	
1415 PEGASUS DR	HORTON D R TEXAS LTD	
1411 PEGASUS DR	JOHNSON KENNETH	
1407 PEGASUS DR	JONES REBECCA J	
1801 POSEIDON DR	WILSON DEVENA & WILLIE	
1805 POSEIDON DR	MOONEY JOHN W II	

1809 POSEIDON DR	ESTERS ERMA	
1811 POSEIDON DR	HODGE BRENDA J	
1815 POSEIDON DR	JONES CRYSTAL R	
1819 POSEIDON DR	BOLLIN CHRISTOPHER	
1823 POSEIDON DR	HUMPHREY KEITH L & PAMELA A	
1827 POSEIDON DR	DET MGMT LLC	
1831 POSEIDON DR	HSBC BANK USA	
1835 POSEIDON DR	WILLIAMS TAMACIA S	
1839 POSEIDON DR	CALINGACION CHRISTINE	
1843 POSEIDON DR	WAITES SHERRIE	
1847 POSEIDON DR	IGNONT BILLIE & GUPTIN JULIA	
1816 POSEIDON DR	HOLMES DEZELLA P & JAMES R	
1820 POSEIDON DR	TYSON JYMON R & TYSON ROLANDRA E	
1824 POSEIDON DR	PRICE DAVID	
1828 POSEIDON DR	GARNER DANNY	
1832 POSEIDON DR	HORTON D TEXAS LTD <i>Jena Inskeaton</i>	
1836 POSEIDON DR	JONES CLYDE	
1328 RAWLINS DR	HICKS VALENCIA E & ANTHONY	
1324 RAWLINS DR	STRICKLIN BEVERLY	
1315 RAWLINS DR	PLEASANT RUN ESTATES HOMEOWNERS ASSOC	
1320 RAWLINS DR	DEVOLD ROSHELLE	
1316 RAWLINS DR	HOUSTON VALEICYIA	

1321 MERCURY LN	SMITH E LAWRENCE & STEPHANIE M	
1314 MERCURY LN	AKINDOJU TOLULOPE M & COMFORT O	
1310 MERCURY LN	VASQUEZ OLIVIA & BRIAN J JENKINS	
1306 MERCURY LN	STARKES TIFFANY C	
1801 OLYMPUS DR	VENTUKRES TRUST 2013 IHR BY MCM CAPITAL PARTNERS	
1805 OLYMPUS DR	FORD ERIC	
1809 OLYMPUS DR	SHANKLIN BLOYCE	
1815 OLYMPUS DR	GRIMES KEVIN & GERALDINE	
1819 OLYMPUS DR	GILL PAMELA	
1821 OLYMPUS DR	PAQUIN REGINA &	
1825 OLYMPUS DR	BALLARD ALLAN ROY	
1829 OLYMPUS DR	TURNER BRANDON MCQUEEN & CHRISTYE	
1833 OLYMPUS DR	MUPR 3 ASSETS LLC	
1837 OLYMPUS DR	ROGERS STACI K	
1841 OLYMPUS DR	JENNINGS BELINDA & JAMES	
1802 OLYMPUS DR	HEWITT CRYSTAL	<i>Crystal Hewitt</i>
1806 OLYMPUS DR	GENT-HOWARD MANDY L	
1810 OLYMPUS DR	THIBODEAUX RUBY	
1814 OLYMPUS DR	HUMBER LEOLA	<i>Leola Humber</i>
1818 OLYMPUS DR	VALLERY CLAUDETTE H & ANDRE G VALLERY	
1822 OLYMPUS DR	COOPER JOYCE & ABE	<i>Joyce Cooper</i>
1826 OLYMPUS DR	PARKER ZAVEARA & CHAUNCY PARKER JR	
1830 OLYMPUS DR	CHERUKU VIJAYA	
1834 OLYMPUS DR	DOMINGUEZ EVER S V & ZULAMITA ORTIZ LUCATERO	
1838 OLYMPUS DR	HUTCHINS THAD L & DORIS J	
1842 OLYMPUS DR	GREENE SECQULI	
1431 PEGASUS DR	HORTON D R TEXAS LTD	
1427 PEGASUS DR	WILEY DARREN & HOPE	
1423 PEGASUS DR	EVANS EBED M & ALFREDA	
1419 PEGASUS DR	KIDD LANE MOORE	
1415 PEGASUS DR	HORTON D R TEXAS LTD	
1411 PEGASUS DR	JOHNSON KENNETH	
1407 PEGASUS DR	JONES REBECCA J	
1801 POSEIDON DR	WILSON DEVENA & WILLIE	
1805 POSEIDON DR	MOONEY JOHN W II	

1809 POSEIDON DR	ESTERS ERMA	
1811 POSEIDON DR	HODGE BRENDA J	
1815 POSEIDON DR	JONES CRYSTAL R	
1819 POSEIDON DR	BOLLIN CHRISTOPHER	
1823 POSEIDON DR	HUMPHREY KEITH L & PAMELA A	
1827 POSEIDON DR	DET MGMT LLC	
1831 POSEIDON DR	HSBC BANK USA	
1835 POSEIDON DR	WILLIAMS TAMACIA S	
1839 POSEIDON DR	CALINGACION CHRISTINE	
1843 POSEIDON DR	WAITES SHERRIE	
1847 POSEIDON DR	IGNONT BILLIE & GUPTIN JULIA	
1816 POSEIDON DR	HOLMES DEZELLA P & JAMES R	
1820 POSEIDON DR	TYSON JYMON R & TYSON ROLANDRA E	
1824 POSEIDON DR	PRICE DAVID	
1828 POSEIDON DR	GARNER DANNY	
1832 POSEIDON DR	HORTON D R TEXAS LTD	
1836 POSEIDON DR	JONES CLYDE	
1328 RAWLINS DR	HICKS VALENCIA E & ANTHONY	
1324 RAWLINS DR	STRICKLIN BEVERLY	
1315 RAWLINS DR	PLEASANT RUN ESTATES HOMEOWNERS ASSOC	
1320 RAWLINS DR	DEVOLD ROSHELLE	
1316 RAWLINS DR	HOUSTON VALEICYIA	

1321 MERCURY LN	SMITH E LAWRENCE & STEPHANIE M	
1314 MERCURY LN	AKINDOJU TOLULOPE M & COMFORT O	
1310 MERCURY LN	VASQUEZ OLIVIA & BRIAN J JENKINS	
1306 MERCURY LN	STARKES TIFFANY C	
1801 OLYMPUS DR	VENTUKRES TRUST 2013 IHR BY MCM CAPITAL PARTNERS	
1805 OLYMPUS DR	FORD ERIC	
1809 OLYMPUS DR	SHANKLIN BLOYCE	
1815 OLYMPUS DR	GRIMES KEVIN & GERALDINE	
1819 OLYMPUS DR	GILL PAMELA	
1821 OLYMPUS DR	PAQUIN REGINA &	
1825 OLYMPUS DR	BALLARD ALLAN ROY	
1829 OLYMPUS DR	TURNER BRANDON MCQUEEN & CHRISTYE	
1833 OLYMPUS DR	MUPR 3 ASSETS LLC	
1837 OLYMPUS DR	ROGERS STACI K	
1841 OLYMPUS DR	JENNINGS BELINDA & JAMES	
1802 OLYMPUS DR	HEWITT CRYSTAL	
1806 OLYMPUS DR	GENT-HOWARD MANDY L	
1810 OLYMPUS DR	THIBODEAUX RUBY	
1814 OLYMPUS DR	HUMBER LEOLA	
1818 OLYMPUS DR	VALLERY CLAUDETTE H & ANDRE G VALLERY	
1822 OLYMPUS DR	COOPER JOYCE & ABE	
1826 OLYMPUS DR	PARKER ZAVEARA & CHAUNCY PARKER JR	
1830 OLYMPUS DR	CHERUKU VIJAYA	
1834 OLYMPUS DR	DOMINGUEZ EVER S V & ZULAMITA ORTIZ LUCATERO	
1838 OLYMPUS DR	HUTCHINS THAD L & DORIS J	
1842 OLYMPUS DR	GREENE SECQULI	
1431 PEGASUS DR	HORTON D R TEXAS LTD	X
1427 PEGASUS DR	WILEY DARREN & HOPE	X
1423 PEGASUS DR	EVANS EBED M & ALFREDA	X
1419 PEGASUS DR	KIDD LANE MOORE	X
1415 PEGASUS DR	HORTON D R TEXAS LTD	X
1411 PEGASUS DR	JOHNSON KENNETH	X
1407 PEGASUS DR	JONES REBECCA J	X
1801 POSEIDON DR	WILSON DEVENA & WILLIE	
1805 POSEIDON DR	MOONEY JOHN W II	

1809 POSEIDON DR	ESTERS ERMA	
1811 POSEIDON DR	HODGE BRENDA J	
1815 POSEIDON DR	JONES CRYSTAL R	
1819 POSEIDON DR	BOLLIN CHRISTOPHER	
1823 POSEIDON DR	HUMPHREY KEITH L & PAMELA A	
1827 POSEIDON DR	DET MGMT LLC	
1831 POSEIDON DR	HSBC BANK USA	
1835 POSEIDON DR	WILLIAMS TAMACIA S	
1839 POSEIDON DR	CALINGACION CHRISTINE	
1843 POSEIDON DR	WAITES SHERRIE	
1847 POSEIDON DR	IGNONT BILLIE & GUPTIN JULIA	
1816 POSEIDON DR	HOLMES DEZELLA P & JAMES R	
1820 POSEIDON DR	TYSON JYMON R & TYSON ROLANDRA E	
1824 POSEIDON DR	PRICE DAVID	
1828 POSEIDON DR	GARNER DANNY	
1832 POSEIDON DR	HORTON D R TEXAS LTD	
1836 POSEIDON DR	JONES CLYDE	
1328 RAWLINS DR	HICKS VALENCIA E & ANTHONY	
1324 RAWLINS DR	STRICKLIN BEVERLY	
1315 RAWLINS DR	PLEASANT RUN ESTATES HOMEOWNERS ASSOC	
1320 RAWLINS DR	DEVOLD ROSHELLE	
1316 RAWLINS DR	HOUSTON VALEICYIA	

D

PLEASANT RUN ESTATES PUBLIC IMPROVEMENT DISTRICT
PETITION/SIGNATURE SHEET

DATE SUBMITTED: _____

1321 MERCURY LN	SMITH E LAWRENCE & STEPHANIE M	
1314 MERCURY LN	AKINDOJU TOLULOPE M & COMFORT O	
1310 MERCURY LN	VASQUEZ OLIVIA & BRIAN J JENKINS	
1306 MERCURY LN	STARKES TIFFANY C	
1801 OLYMPUS DR	VENTUKRES TRUST 2013 IHR BY MCM CAPITAL PARTNERS	
1805 OLYMPUS DR	FORD ERIC	
1809 OLYMPUS DR	SHANKLIN BLOYCE	
1815 OLYMPUS DR	GRIMES KEVIN & GERALDINE	
1819 OLYMPUS DR	GILL PAMELA	
1821 OLYMPUS DR	PAQUIN REGINA &	
1825 OLYMPUS DR	BALLARD ALLAN ROY	
1829 OLYMPUS DR	TURNER BRANDON MCQUEEN & CHRISTYE	
1833 OLYMPUS DR	MUPR 3 ASSETS LLC	
1837 OLYMPUS DR	ROGERS STACI K	
1841 OLYMPUS DR	JENNINGS BELINDA & JAMES	
1802 OLYMPUS DR	HEWITT CRYSTAL	
1806 OLYMPUS DR	GENT-HOWARD MANDY L	
1810 OLYMPUS DR	THIBODEAUX RUBY	
1814 OLYMPUS DR	HUMBER LEOLA	
1818 OLYMPUS DR	VALLERY CLAUDETTE H & ANDRE G VALLERY	
1822 OLYMPUS DR	COOPER JOYCE & ABE	
1826 OLYMPUS DR	PARKER ZAVEARA & CHAUNCY PARKER JR	<i>Chay Paer</i>
1830 OLYMPUS DR	CHERUKU VIJAYA	
1834 OLYMPUS DR	DOMINGUEZ EVER S V & ZULAMITA ORTIZ LUCATERO	
1838 OLYMPUS DR	HUTCHINS THAD L & DORIS J	
1842 OLYMPUS DR	GREENE SECQULI	
1431 PEGASUS DR	HORTON D R TEXAS LTD	
1427 PEGASUS DR	WILEY DARREN & HOPE	
1423 PEGASUS DR	EVANS EBED M & ALFREDA	
1419 PEGASUS DR	KIDD LANE MOORE	
1415 PEGASUS DR	HORTON D R TEXAS LTD	
1411 PEGASUS DR	JOHNSON KENNETH	
1407 PEGASUS DR	JONES REBECCA J	
1801 POSEIDON DR	WILSON DEVENA & WILLIE	
1805 POSEIDON DR	MOONEY JOHN W II	

1809 POSEIDON DR	ESTERS ERMA	
1811 POSEIDON DR	HODGE BRENDA J	
1815 POSEIDON DR	JONES CRYSTAL R	
1819 POSEIDON DR	BOLLIN CHRISTOPHER	
1823 POSEIDON DR	HUMPHREY KEITH L & PAMELA A	
1827 POSEIDON DR	DET MGMT LLC	
1831 POSEIDON DR	HSBC BANK USA	
1835 POSEIDON DR	WILLIAMS TAMACIA S	
1839 POSEIDON DR	CALINGACION CHRISTINE	
1843 POSEIDON DR	WAITES SHERRIE	
1847 POSEIDON DR	IGNONT BILLIE & GUPTIN JULIA	
1816 POSEIDON DR	HOLMES DEZELLA P & JAMES R	
1820 POSEIDON DR	TYSON JYMON R & TYSON ROLANDRA F	
1824 POSEIDON DR	PRICE DAVID	<i>David Price</i>
1828 POSEIDON DR	GARNER DANNY	<i>Danny Garner</i>
1832 POSEIDON DR	HORTON D R TEXAS LTD	
1836 POSEIDON DR	JONES CLYDE	
1328 RAWLINS DR	HICKS VALENCIA E & ANTHONY	
1324 RAWLINS DR	STRICKLIN BEVERLY	<i>Beverly Stricklin</i>
1315 RAWLINS DR	PLEASANT RUN ESTATES HOMEOWNERS ASSOC	
1320 RAWLINS DR	DEVOLD ROSHELLE	
1316 RAWLINS DR	HOUSTON VALEICYIA	<i>Valacyia Houston</i>

1815 APOLLO LN	BAYLESS MICHAEL W		360755200G0150000
1815 ATHENA DR	TRAYLOR EARLEAN	<i>EARLEAN TRAYLOR</i>	360755200D0040000
1815 OLYMPUS DR	GRIMES KEVIN & GERALDINE		360755200H0150000
1815 POSEIDON DR	JONES CRYSTAL R		360755200F0090000
1815 SHANNA DR	DOUGLAS CHRISTOPHER J & ASHWIKA V		360755300C0140000
1815 W PLEASANT RUN RD	PR LANCASTER LTD		360755200A0120000
1816 APOLLO LN	SETTLES JOYCE	<i>Joyce Settles</i>	360755200F0170000
1816 ATHENA DR	HILLWOOD RLD LP		360755200A0050000
1816 POSEIDON DR	HOLMES DEZELLA P & JAMES R		360755200C0100000
1816 SERENA DR	HUBBARD KEVIN D		360755300C0120000
1817 KATRINA LN	DR HORTON TEXAS LTD		360755300G0030000
1817 MASON WAY	COLVIN VIKKI R		360755300A0120000
1817 REYNOLDS DR	GEHAN HOMES LTD		360755300D0130000
1817 SERENA DR	JONES SHAMICA & SASSER TYRONE		360755300B0150000
1818 MASON WAY	WITHHELD		360755300B0120000
1818 OLYMPUS DR	VALLERY CLAUDETTE H & ANDRE G		360755200G0070000
1818 REYNOLDS DR	CRYMES MARCIE		360755300E0070000
1818 SHANNA DR	HARRIS RHONDA & JAMES		360755300D0110000
1819 APOLLO LN	GLOVER TAMIKA C	<i>Tamika C Glover</i>	360755200G0160000
1819 ATHENA DR	HILLWOOD RLD LP		360755200D0030000
1819 OLYMPUS DR	GILL PAMELA & JOSEPH GILL		360755200H0160000
1819 POSEIDON DR	FV I INC		360755200F0080000
1819 SHANNA DR	DORSEY JAMES		360755300C0150000
1820 APOLLO LN	WOOTEN CLARENCE W	<i>Clarence W. Wooten</i>	360755200F0180000
1820 ATHENA DR	PR LANCASTER LTD		360755200A0040000
1820 POSEIDON DR	TYSON JYMON R & TYSON ROLANDRA E		360755200C0090000
1820 SERENA DR	IFEJI CATHY		360755300C0110000
1821 KATRINA LN	BURFORD CATHY		360755300G0020000
1821 MASON WAY	BRENNAN TIMOTHY A		360755300A0110000

1821 OLYMPUS DR	PAQUIN REGINA &		360755200H0170000
1821 REYNOLDS DR	HUD		360755300D0140000
1821 SERENA DR	TUCKER RAYMOND L		360755300B0160000
1822 MASON WAY	WIMBISH RICHIE & DONNA		360755300B0110000
1822 OLYMPUS DR	COOPER JOYCE & ABE	<i>Joyce + Abe Cooper</i>	360755200G0060000
1822 REYNOLDS DR	BUTLER ALVIN R & ERICA L GRAVES		360755300E0060000
1822 SHANNA DR	WILLIAMS ALBERTA &		360755300D0100000
1823 APOLLO LN	HILLWOOD RLD LP	✓	360755200G0170000
1823 ATHENA DR	KNIGHT MARCUS & TENGEMANA		360755200D0020000
1823 POSEIDON DR	HUMPHREY KEITH L & PAMELA A		360755200F0070000
1823 SHANNA DR	PRICE DAMEIAN L & LEEANDREA		360755300C0160000
1824 APOLLO LN	HUBBARD ELAINE S	<i>Elaine Hubbard</i>	360755200F0190000
1824 ATHENA DR	PR LANCASTER LTD		360755200A0030000
1824 POSEIDON DR	PRICE DAVID		360755200C0080000
1824 SERENA DR	WELLS TINA Y & MICHAEL A		360755300C0100000
1825 KATRINA LN	G & G DEVELOPMENT		360755300G0010000
1825 MASON WAY	SLOAN BRENDA		360755300A0100000
1825 OLYMPUS DR	BALLARD ALLAN ROY		360755200H0180000
1825 REYNOLDS DR	FINLEY GRACIE		360755300D0150000
1825 SERENA DR	REED ANEISHA		360755300B0170000
1826 MASON WAY	MORGAN KELLY L		360755300B0100000
1826 OLYMPUS DR	HILLWOOD RLD LP		360755200G0050000
1826 REYNOLDS DR	BYRD LATOSHA ANN		360755300E0050000
1826 SHANNA DR	ROLLA ANGELA D		360755300D0090000
1827 APOLLO LN	ROSEBOROUGH JAMES E & ERA L	<i>James Roseborough</i>	360755200G0180000
1827 ATHENA DR	TUCKER ANTHONY & BELINDA		360755200D0010000
1827 POSEIDON DR	TURNER TRINA B		360755200F0060000
1827 SHANNA DR	RODRIGUEZ JULIO J & LEIA M		360755300C0170000
1828 APOLLO LN	MARTINEZ MANUEL D	<i>md. mts</i>	360755200F0200000

1815 APOLLO LN	BAYLESS MICHAEL W		360755200G0150000
1815 ATHENA DR	TRAYLOR EARLEAN		360755200D0040000
1815 OLYMPUS DR	GRIMES KEVIN & GERALDINE		360755200H0150000
1815 POSEIDON DR	JONES CRYSTAL R		360755200F0090000
1815 SHANNA DR	DOUGLAS CHRISTOPHER J & ASHWIKA V		360755300C0140000
1815 W PLEASANT RUN RD	PR LANCASTER LTD		360755200A0120000
1816 APOLLO LN	SETTLES JOYCE		360755200F0170000
1816 ATHENA DR	HILLWOOD RLD LP		360755200A0050000
1816 POSEIDON DR	HOLMES DEZELLA P & JAMES R	<i>Dezella Holmes James Holm</i>	360755200C0100000
1816 SERENA DR	HUBBARD KEVIN D		360755300C0120000
1817 KATRINA LN	DR HORTON TEXAS LTD		360755300G0030000
1817 MASON WAY	COLVIN VIKKI R		360755300A0120000
1817 REYNOLDS DR	GEHAN HOMES LTD		360755300D0130000
1817 SERENA DR	JONES SHAMICA & SASSER TYRONE		360755300B0150000
1818 MASON WAY	WITHHELD		360755300B0120000
1818 OLYMPUS DR	VALLERY CLAUDETTE H & ANDRE G		360755200G0070000
1818 REYNOLDS DR	CRYMES MARCIE		360755300E0070000
1818 SHANNA DR	HARRIS RHONDA & JAMES		360755300D0110000
1819 APOLLO LN	GLOVER TAMIKA C		360755200G0160000
1819 ATHENA DR	HILLWOOD RLD LP		360755200D0030000
1819 OLYMPUS DR	GILL PAMELA & JOSEPH GILL		360755200H0160000
1819 POSEIDON DR	FV I INC		360755200F0080000
1819 SHANNA DR	DORSEY JAMES		360755300C0150000
1820 APOLLO LN	WOOTEN CLARENCE W		360755200F0180000
1820 ATHENA DR	PR LANCASTER LTD		360755200A0040000
1820 POSEIDON DR	TYSON JYMON R & TYSON ROLANDRA E		360755200C0090000
1820 SERENA DR	IFEJI CATHY		360755300C0110000
1821 KATRINA LN	BURFORD CATHY		360755300G0020000
1821 MASON WAY	BRENNAN TIMOTHY A		360755300A0110000

1821 OLYMPUS DR	PAQUIN REGINA &		360755200H0170000
1821 REYNOLDS DR	HUD		360755300D0140000
1821 SERENA DR	TUCKER RAYMOND L		360755300B0160000
1822 MASON WAY	WIMBISH RICHIE & DONNA		360755300B0110000
1822 OLYMPUS DR	COOPER JOYCE & ABE	<i>Joyce + Abe Cooper</i>	360755200G0060000
1822 REYNOLDS DR	BUTLER ALVIN R & ERICA L GRAVES		360755300E0060000
1822 SHANNA DR	WILLIAMS ALBERTA &		360755300D0100000
1823 APOLLO LN	HILLWOOD RLD LP		360755200G0170000
1823 ATHENA DR	KNIGHT MARCUS & TENGEMANA		360755200D0020000
1823 POSEIDON DR	HUMPHREY KEITH L & PAMELA A	<i>Keith Humphrey</i>	360755200F0070000
1823 SHANNA DR	PRICE DAMEIAN L & LEEANDREA		360755300C0160000
1824 APOLLO LN	HUBBARD ELAINE S	<i>Elaine Hubbard</i>	360755200F0190000
1824 ATHENA DR	PR LANCASTER LTD		360755200A0030000
1824 POSEIDON DR	PRICE DAVID	<i>David Price</i>	360755200C0080000
1824 SERENA DR	WELLS TINA Y & MICHAEL A		360755300C0100000
1825 KATRINA LN	G & G DEVELOPMENT		360755300G0010000
1825 MASON WAY	SLOAN BRENDA		360755300A0100000
1825 OLYMPUS DR	BALLARD ALLAN ROY		360755200H0180000
1825 REYNOLDS DR	FINLEY GRACIE		360755300D0150000
1825 SERENA DR	REED ANEISHA		360755300B0170000
1826 MASON WAY	MORGAN KELLY L		360755300B0100000
1826 OLYMPUS DR	HILLWOOD RLD LP		360755200G0050000
1826 REYNOLDS DR	BYRD LATOSHA ANN		360755300E0050000
1826 SHANNA DR	ROLLA ANGELA D		360755300D0090000
1827 APOLLO LN	ROSEBOROUGH JAMES E & ERA L		360755200G0180000
1827 ATHENA DR	TUCKER ANTHONY & BELINDA		360755200D0010000
1827 POSEIDON DR	TURNER TRINA B		360755200F0060000
1827 SHANNA DR	RODRIGUEZ JULIO J & LEIA M		360755300C0170000
1828 APOLLO LN	MARTINEZ MANUEL D		360755200F0200000

1815 APOLLO LN	BAYLESS MICHAEL W
1815 ATHENA DR	TRAYLOR EARLEAN
1815 OLYMPUS DR	GRIMES KEVIN & GERALDINE
1815 POSEIDON DR	JONES CRYSTAL R
1815 SHANNA DR	DOUGLAS CHRISTOPHER J & ASHWIKA V
1815 W PLEASANT RUN RD	PR LANCASTER LTD
1816 APOLLO LN	SETTLES JOYCE
1816 ATHENA DR	HILLWOOD RLD LP
1816 POSEIDON DR	HOLMES DEZELLA P & JAMES R
1816 SERENA DR	HUBBARD KEVIN D
1817 KATRINA LN	DR HORTON TEXAS LTD
1817 MASON WAY	COLVIN VIKKI R
1817 REYNOLDS DR	GEHAN HOMES LTD
1817 SERENA DR	JONES SHAMICA & SASSER TYRONE
1818 MASON WAY	WITHHELD
1818 OLYMPUS DR	VALLERY CLAUDETTE H & ANDRE G
1818 REYNOLDS DR	CRYMES MARCIE
1818 SHANNA DR	HARRIS RHONDA & JAMES
1819 APOLLO LN	GLOVER TAMIKA C
1819 ATHENA DR	HILLWOOD RLD LP
1819 OLYMPUS DR	GILL PAMELA & JOSEPH GILL
1819 POSEIDON DR	FV I INC
1819 SHANNA DR	DORSEY JAMES
1820 APOLLO LN	WOOTEN CLARENCE W
1820 ATHENA DR	PR LANCASTER LTD
1820 POSEIDON DR	TYSON JYMON R & TYSON ROLANDRA E
1820 SERENA DR	IFEJI CATHY
1821 KATRINA LN	BURFORD CATHY
1821 MASON WAY	BRENNAN TIMOTHY A

Michael Bayless

EARLEAN TRAYLOR

Crystal R. Jones

360755200G0150000
360755200L0040000
360755200H0150000
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360755300G0020000
360755300A0110000

1821 OLYMPUS DR	PAQUIN REGINA &		360755200H0170000
1821 REYNOLDS DR	HUD		360755300D0140000
1821 SERENA DR	TUCKER RAYMOND L		360755300B0160000
1822 MASON WAY	WIMBISH RICHIE & DONNA		360755300B0110000
1822 OLYMPUS DR	COOPER JOYCE & ABE	<i>Joyce + Abe Cooper</i>	360755200G0060000
1822 REYNOLDS DR	BUTLER ALVIN R & ERICA L GRAVES		360755300E0060000
1822 SHANNA DR	WILLIAMS ALBERTA &		360755300D0100000
1823 APOLLO LN	HILLWOOD RLD LP		360755200G0170000
1823 ATHENA DR	KNIGHT MARCUS & TENGEMANA		360755200D0020000
1823 POSEIDON DR	HUMPHREY KEITH L & PAMELA A		360755200F0070000
1823 SHANNA DR	PRICE DAMEIAN L & LEEANDREA		360755300C0160000
1824 APOLLO LN	HUBBARD ELAINE S	<i>Elaine Hubbard</i>	360755200F0190000
1824 ATHENA DR	PR LANCASTER LTD		360755200A0030000
1824 POSEIDON DR	PRICE DAVID		360755200C0080000
1824 SERENA DR	WELLS TINA Y & MICHAEL A		360755300C0100000
1825 KATRINA LN	G & G DEVELOPMENT		360755300G0010000
1825 MASON WAY	SLOAN BRENDA		360755300A0100000
1825 OLYMPUS DR	BALLARD ALLAN ROY		360755200H0180000
1825 REYNOLDS DR	FINLEY GRACIE		360755300D0150000
1825 SERENA DR	REED ANEISHA		360755300B0170000
1826 MASON WAY	MORGAN KELLY L		360755300B0100000
1826 OLYMPUS DR	HILLWOOD RLD LP		360755200G0050000
1826 REYNOLDS DR	BYRD LATOSHA ANN		360755300E0050000
1826 SHANNA DR	ROLLA ANGELA D		360755300D0090000
1827 APOLLO LN	ROSEBOROUGH JAMES E & ERA L		360755200G0180000
1827 ATHENA DR	TUCKER ANTHONY & BELINDA	<i>Anthony & Belinda Tucker</i>	360755200D0010000
1827 POSEIDON DR	TURNER TRINA B		360755200F0060000
1827 SHANNA DR	RODRIGUEZ JULIO J & LEIA M		360755300C0170000
1828 APOLLO LN	MARTINEZ MANUEL D	<i>Manuel D. Martinez</i>	360755200F0200000

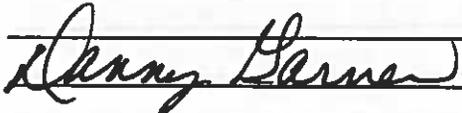
1815 APOLLO LN	BAYLESS MICHAEL W
1815 ATHENA DR	TRAYLOR EARLEAN
1815 OLYMPUS DR	GRIMES KEVIN & GERALDINE
1815 POSEIDON DR	JONES CRYSTAL R
1815 SHANNA DR	DOUGLAS CHRISTOPHER J & ASHWIKA V
1815 W PLEASANT RUN RD	PR LANCASTER LTD
1816 APOLLO LN	SETTLES JOYCE
1816 ATHENA DR	HILLWOOD RLD LP
1816 POSEIDON DR	HOLMES DEZELLA P & JAMES R
1816 SERENA DR	HUBBARD KEVIN D
1817 KATRINA LN	DR HORTON TEXAS LTD
1817 MASON WAY	COLVIN VIKKI R
1817 REYNOLDS DR	GEHAN HOMES LTD
1817 SERENA DR	JONES SHAMICA & SASSER TYRONE
1818 MASON WAY	WITHHELD
1818 OLYMPUS DR	VALLERY CLAUDETTE H & ANDRE G
1818 REYNOLDS DR	CRYMES MARCIE
1818 SHANNA DR	HARRIS RHONDA & JAMES
1819 APOLLO LN	GLOVER TAMIKA C
1819 ATHENA DR	HILLWOOD RLD LP
1819 OLYMPUS DR	GILL PAMELA & JOSEPH GILL
1819 POSEIDON DR	FV I INC
1819 SHANNA DR	DORSEY JAMES
1820 APOLLO LN	WOOTEN CLARENCE W
1820 ATHENA DR	PR LANCASTER LTD
1820 POSEIDON DR	TYSON JYMON R & TYSON ROLANDRA E
1820 SERENA DR	IFEJI CATHY
1821 KATRINA LN	BURFORD CATHY
1821 MASON WAY	BRENNAN TIMOTHY A

	360755200G0150000
	360755200D0040000
<i>Kevin & Geraldine Grimes</i>	360755200H0150000
	360755200F0090000
	360755300C0140000
	360755200A0120000
	360755200F0170000
	360755200A0050000
	360755200C0100000
	360755300C0120000
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	360755300B0120000
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	360755300E0070000
	360755300D0110000
	360755200G0160000
	360755200D0030000
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	360755300C0150000
	360755200F0180000
	360755200A0040000
	360755200C0090000
	360755300C0110000
	360755300G0020000
	360755300A0110000

1821 OLYMPUS DR	PAQUIN REGINA & <i>Blanca Ruiz de Velasco</i>	<i>Blanca Ruiz de Velasco</i>	360755200H0170000
1821 REYNOLDS DR	HUD		360755300D0140000
1821 SERENA DR	TUCKER RAYMOND L		360755300B0160000
1822 MASON WAY	WIMBISH RICHIE & DONNA		360755300B0110000
1822 OLYMPUS DR	COOPER JOYCE & ABE	<i>Abe Cooper</i>	360755200G0060000
1822 REYNOLDS DR	BUTLER ALVIN R & ERICA L GRAVES	<i>Alvin R. Butler</i>	360755300E0060000
1822 SHANNA DR	WILLIAMS ALBERTA &		360755300D0100000
1823 APOLLO LN	HILLWOOD RLD LP		360755200G0170000
1823 ATHENA DR	KNIGHT MARCUS & TENGEMANA	<i>Marcus Knight</i>	360755200D0020000
1823 POSEIDON DR	HUMPHREY KEITH L & PAMELA A		360755200F0070000
1823 SHANNA DR	PRICE DAMEIAN L & LEEANDREA		360755300C0160000
1824 APOLLO LN	HUBBARD ELAINE S	<i>Elaine Hubbard</i>	360755200F0190000
1824 ATHENA DR	PR LANCASTER LTD		360755200A0030000
1824 POSEIDON DR	PRICE DAVID		360755200C0080000
1824 SERENA DR	WELLS TINA Y & MICHAEL A		360755300C0100000
1825 KATRINA LN	G & G DEVELOPMENT		360755300G0010000
1825 MASON WAY	SLOAN BRENDA		360755300A0100000
1825 OLYMPUS DR	BALLARD ALLAN ROY		360755200H0180000
1825 REYNOLDS DR	FINLEY GRACIE		360755300D0150000
1825 SERENA DR	REED ANEISHA		360755300B0170000
1826 MASON WAY	MORGAN KELLY L		360755300B0100000
1826 OLYMPUS DR	HILLWOOD RLD LP		360755200G0050000
1826 REYNOLDS DR	BYRD LATOSHA ANN		360755300E0050000
1826 SHANNA DR	ROLLA ANGELA D		360755300D0090000
1827 APOLLO LN	ROSEBOROUGH JAMES E & ERA L		360755200G0180000
1827 ATHENA DR	TUCKER ANTHONY & BELINDA	<i>Anthony Tucker</i>	360755200D0010000
1827 POSEIDON DR	TURNER TRINA B		360755200F0060000
1827 SHANNA DR	RODRIGUEZ JULIO J & LEIA M		360755300C0170000
1828 APOLLO LN	MARTINEZ MANUEL D		360755200F0200000

1828 ATHENA DR	SMITH STEPHEN &	360755200A0020000
1828 POSEIDON DR	GARNER DANNY	360755200C0070000
1828 SERENA DR	MBUTHIA PETER	360755300C0090000
1829 MASON WAY	CHUMBLEY ADRIENNE & LAWRENCE	360755300A0090000
1829 OLYMPUS DR	HILLWOOD RLD LP	360755200H0190000
1829 REYNOLDS DR	MOSLEY SHERICE C	360755300D0160000
1829 SERENA DR	DUPONT TRACIE	360755300B0180000
1830 MASON WAY	HAMILTON SONYA C & GERALD L	360755300B0090000
1830 OLYMPUS DR	HILLWOOD RLD LP	360755200G0040000
1830 REYNOLDS DR	RICHARDSON MICHELIN	360755300E0040000
1830 SHANNA DR	GARDNER INGA C & DARRELL	360755300D0080000
1831 APOLLO LN	VERA FELIX GONZALEZ & SHARLENE GELTON	360755200G0190000
1831 KATRINA LN	DR HORTON TEXAS LTD	360755300G0040000
1831 POSEIDON DR	HSBC BANK USA	360755200F0050000
1831 SHANNA DR	YOUNG BILLIE	360755300C0180000
1832 APOLLO LN	BELLMURRY JACQUELINE	360755200F0210000
1832 ATHENA DR	GEE DENISE VANCE	360755200A0010000
1832 POSEIDON DR	HILLWOOD RLD LP	360755200C0060000
1832 SERENA DR	HARRINGTON TAWNYA	360755300C0080000
1833 MASON WAY	ROBINSON JAMAL & KENNA	360755300A0080000
1833 OLYMPUS DR	FEDERAL HOME LOAN MORTGAGE CORP	360755200H0200000
1833 REYNOLDS DR	ALCORN JILLIAN L	360755300D0170000
1833 SERENA DR	SHEARS MAMIE L	360755300B0190000
1834 MASON WAY	SWANN CHAD S & TELECIA D SWANN	360755300B0080000
1834 OLYMPUS DR	BENGE PAUL E & LESLIE B	360755200G0030000
1834 REYNOLDS DR	JOHNSON THELICEA	360755300E0030000
1834 SHANNA DR	GEHAN HOMES LTD	360755300D0070000
1835 APOLLO LN	CAMPBELL RAMONA & TOLIVER LEE	360755200G0200000
1835 POSEIDON DR	WILLIAMS TAMACIA S	360755200F0040000

1835 SHANNA DR	ALLEN RAY		360755300C0190000
1836 APOLLO LN	HUD		360755200F0220000
1836 ATHENA DR	HAGGERTY KENNETH P		360755200B0010000
1836 POSEIDON DR	JONES CLYDE		360755200C0050000
1836 SERENA DR	DAVIS HENRY & IRA		360755300C0070000
1837 MASON WAY	GRAY GERALD GERARD & JESSICA C		360755300A0070000
1837 OLYMPUS DR	ROGERS STACI K		360755200H0210000
1837 REYNOLDS DR	WALLS TAMARA		360755300D0180000
1837 SERENA DR	ROBERSONMITCHELL LISA		360755300B0200000
1838 MASON WAY	DAVIS JOHN E & KIM L		360755300B0070000
1838 OLYMPUS DR	HUTCHINS THAD L & DORIS J	<i>Doris J. Hutchins</i>	360755200G0020000
1838 REYNOLDS DR	BROOKS VICTORIA		360755300E0020000
1838 SHANNA DR	ASHFORD SHERESSA DENISE		360755300D0060000
1839 APOLLO LN	COLE JON & WASHANDRA		360755200G0210000
1839 POSEIDON DR	FANNIE MAE		360755200F0030000
1839 SHANNA DR	HARRIS BYRON		360755300C0200000
1840 APOLLO LN	PERKINS VALERI	<i>Valerie Perkins</i>	360755200F0230000
1840 ATHENA DR	COX LEANN M		360755200B0020000
1840 SERENA DR	HARRIS SHARON		360755300C0060000
1841 MASON WAY	HOOKS CASSANDRA		360755300A0060000
1841 OLYMPUS DR	JENNINGS BELINDA & JAMES		360755200H0220000
1841 REYNOLDS DR	PROCTOR CHRISTOPHER		360755300D0190000
1841 SERENA DR	JOHNSON VANECIA LYNNE		360755300B0210000
1842 MASON WAY	ADAMS GARY & SANDERS FELICIA		360755300B0060000
1842 OLYMPUS DR	GREENE SECQULI *	<i>Secquli Greene</i>	360755200G0010000
1842 REYNOLDS DR	SALDANA JACQUELINE M		360755300E0010000
1842 SHANNA DR	JOHNSON PIM		360755300D0050000
1843 APOLLO LN	WALKER MICHAEL		360755200G0220000
1843 POSEIDON DR	WAITES SHERRIE		360755200F0020000

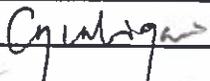
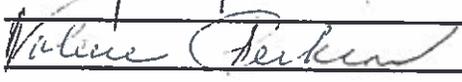
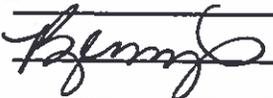
1828 ATHENA DR	SMITH STEPHEN &		360755200A0020000
1828 POSEIDON DR	GARNER DANNY		360755200C0070000
1828 SERENA DR	MBUTHIA PETER		360755300C0090000
1829 MASON WAY	CHUMBLEY ADRIENNE & LAWRENCE		360755300A0090000
1829 OLYMPUS DR	HILLWOOD RLD LP		360755200H0190000
1829 REYNOLDS DR	MOSLEY SHERICE C		360755300D0160000
1829 SERENA DR	DUPONT TRACIE		360755300B0180000
1830 MASON WAY	HAMILTON SONYA C & GERALD L		360755300B0090000
1830 OLYMPUS DR	HILLWOOD RLD LP		360755200G0040000
1830 REYNOLDS DR	RICHARDSON MICHELIN		360755300E0040000
1830 SHANNA DR	GARDNER INGA C & DARRELL		360755300D0080000
1831 APOLLO LN	VERA FELIX GONZALEZ & SHARLENE GELTON		360755200G0190000
1831 KATRINA LN	DR HORTON TEXAS LTD		360755300G0040000
1831 POSEIDON DR	HSBC BANK USA		360755200F0050000
1831 SHANNA DR	YOUNG BILLIE		360755300C0180000
1832 APOLLO LN	BELLMURRY JACQUELINE		360755200F0210000
1832 ATHENA DR	GEE DENISE VANCE		360755200A0010000
1832 POSEIDON DR	HILLWOOD RLD LP		360755200C0060000
1832 SERENA DR	HARRINGTON TAWNYA		360755300C0080000
1833 MASON WAY	ROBINSON JAMAL & KENNA		360755300A0080000
1833 OLYMPUS DR	FEDERAL HOME LOAN MORTGAGE CORP		360755200H0200000
1833 REYNOLDS DR	ALCORN JILLIAN L		360755300D0170000
1833 SERENA DR	SHEARS MAMIE L		360755300B0190000
1834 MASON WAY	SWANN CHAD S & TELECIA D SWANN		360755300B0080000
1834 OLYMPUS DR	BENGE PAUL E & LESLIE B		360755200G0030000
1834 REYNOLDS DR	JOHNSON THELICEA		360755300E0030000
1834 SHANNA DR	GEHAN HOMES LTD		360755300D0070000
1835 APOLLO LN	CAMPBELL RAMONA & TOLIVER LEE		360755200G0200000
1835 POSEIDON DR	WILLIAMS TAMACIA S		360755200F0040000

1835 SHANNA DR	ALLEN RAY		360755300C0190000
1836 APOLLO LN	HUD		360755200F0220000
1836 ATHENA DR	HAGGERTY KENNETH P		360755200B0010000
1836 POSEIDON DR	JONES CLYDE		360755200C0050000
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1838 MASON WAY	DAVIS JOHN E & KIM L		360755300B0070000
1838 OLYMPUS DR	HUTCHINS THAD L & DORIS J		360755200G0020000
1838 REYNOLDS DR	BROOKS VICTORIA		360755300E0020000
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1839 APOLLO LN	COLE JON & WASHANDRA		360755200G0210000
1839 POSEIDON DR	FANNIE MAE		360755200F0030000
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1840 ATHENA DR	COX LEANN M		360755200B0020000
1840 SERENA DR	HARRIS SHARON		360755300C0060000
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1841 REYNOLDS DR	PROCTOR CHRISTOPHER		360755300D0190000
1841 SERENA DR	JOHNSON VANECIA LYNNE		360755300B0210000
1842 MASON WAY	ADAMS GARY & SANDERS FELICIA		360755300B0060000
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1842 REYNOLDS DR	SALDANA JACQUELINE M		360755300E0010000
1842 SHANNA DR	JOHNSON PIM		360755300D0050000
1843 APOLLO LN	WALKER MICHAEL		360755200G0220000
1843 POSEIDON DR	WAITES SHERRIE		360755200F0020000

1828 ATHENA DR	SMITH STEPHEN &	360755200A0020000
1828 POSEIDON DR	GARNER DANNY	360755200C0070000
1828 SERENA DR	MBUTHIA PETER	360755300C0090000
1829 MASON WAY	CHUMBLEY ADRIENNE & LAWRENCE	360755300A0090000
1829 OLYMPUS DR	HILLWOOD RLD LP	360755200H0190000
1829 REYNOLDS DR	MOSLEY SHERICE C	360755300D0160000
1829 SERENA DR	DUPONT TRACIE	360755300B0180000
1830 MASON WAY	HAMILTON SONYA C & GERALD L	360755300B0090000
1830 OLYMPUS DR	HILLWOOD RLD LP	360755200G0040000
1830 REYNOLDS DR	RICHARDSON MICHELIN	360755300E0040000
1830 SHANNA DR	GARDNER INGA C & DARRELL	360755300D0080000
1831 APOLLO LN	VERA FELIX GONZALEZ & SHARLENE GELTON	360755200G0190000
1831 KATRINA LN	DR HORTON TEXAS LTD	360755300G0040000
1831 POSEIDON DR	HSBC BANK USA	360755200F0050000
1831 SHANNA DR	YOUNG BILLIE	360755300C0180000
1832 APOLLO LN	BELLMURRY JACQUELINE	360755200F0210000
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1832 POSEIDON DR	HILLWOOD RLD LP	360755200C0060000
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1833 OLYMPUS DR	FEDERAL HOME LOAN MORTGAGE CORP	360755200H0200000
1833 REYNOLDS DR	ALCORN JILLIAN L	360755300D0170000
1833 SERENA DR	SHEARS MAMIE L	360755300B0190000
1834 MASON WAY	SWANN CHAD S & TELECIA D SWANN	360755300B0080000
1834 OLYMPUS DR	BENGE PAUL E & LESLIE B	360755200G0030000
1834 REYNOLDS DR	JOHNSON THELICEA	360755300E0030000
1834 SHANNA DR	GEHAN HOMES LTD	360755300D0070000
1835 APOLLO LN	CAMPBELL RAMONA & TOLIVER LEE	360755200G0200000
1835 POSEIDON DR	WILLIAMS TAMACIA S	360755200F0040000

1835 SHANNA DR	ALLEN RAY		360755300C0190000
1836 APOLLO LN	HUD		360755200F0220000
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1836 POSEIDON DR	JONES CLYDE		360755200C0050000
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1837 MASON WAY	GRAY GERALD GERARD & JESSICA C		360755300A0070000
1837 OLYMPUS DR	ROGERS STACI K		360755200H0210000
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1837 SERENA DR	ROBERSONMITCHELL LISA		360755300B0200000
1838 MASON WAY	DAVIS JOHN E & KIM L		360755300B0070000
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1839 SHANNA DR	HARRIS BYRON		360755300C0200000
1840 APOLLO LN	PERKINS VALERI	<i>Valerie Perkins</i>	360755200F0230000
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1829 OLYMPUS DR	HILLWOOD RLD LP	360755200H0190000
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1837 MASON WAY	GRAY GERALD GERARD & JESSICA C		360755300A0070000
1837 OLYMPUS DR	ROGERS STACI K		360755200H0210000
1837 REYNOLDS DR	WALLS TAMARA		360755300D0180000
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1838 MASON WAY	DAVIS JOHN E & KIM L		360755300B0070000
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1841 REYNOLDS DR	PROCTOR CHRISTOPHER		360755300D0190000
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1842 SHANNA DR	JOHNSON PIM		360755300D0050000
1843 APOLLO LN	WALKER MICHAEL		360755200G0220000
1843 POSEIDON DR	WAITES SHERRIE		360755200F0020000

1828 ATHENA DR	SMITH STEPHEN &		360755200A0020000
1828 POSEIDON DR	GARNER DANNY		360755200C0070000
1828 SERENA DR	MBUTHIA PETER		360755300C0090000
1829 MASON WAY	CHUMBLEY ADRIENNE & LAWRENCE		360755300A0090000
1829 OLYMPUS DR	HILLWOOD RLD LP		360755200H0190000
1829 REYNOLDS DR	MOSLEY SHERICE C		360755300D0160000
1829 SERENA DR	DUPONT TRACIE		360755300B0180000
1830 MASON WAY	HAMILTON SONYA C & GERALD L		360755300B0090000
1830 OLYMPUS DR	HILLWOOD RLD LP		360755200G0040000
1830 REYNOLDS DR	RICHARDSON MICHELIN		360755300E0040000
1830 SHANNA DR	GARDNER INGA C & DARRELL		360755300D0080000
1831 APOLLO LN	VERA FELIX, GONZALEZ & SHARLENE GELTON	Belton- Gonzalez	360755200G0190000
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1831 POSEIDON DR	HSBC BANK USA		360755200F0050000
1831 SHANNA DR	YOUNG BILLIE		360755300C0180000
1832 APOLLO LN	BELLMURRY JACQUELINE	Jacquelin Bell-Murray	360755200F0210000
1832 ATHENA DR	GEE DENISE VANCE		360755200A0010000
1832 POSEIDON DR	HILLWOOD RLD LP		360755200C0060000
1832 SERENA DR	HARRINGTON TAWNYA		360755300C0080000
1833 MASON WAY	ROBINSON JAMAL & KENNA		360755300A0080000
1833 OLYMPUS DR	FEDERAL HOME LOAN MORTGAGE CORP		360755200H0200000
1833 REYNOLDS DR	ALCORN JILLIAN L		360755300D0170000
1833 SERENA DR	SHEARS MAMIE L		360755300B0190000
1834 MASON WAY	SWANN CHAD S & TELECIA D SWANN		360755300B0080000
1834 OLYMPUS DR	BENGE PAUL E & LESLIE B		360755200G0030000
1834 REYNOLDS DR	JOHNSON THELICEA		360755300E0030000
1834 SHANNA DR	GEHAN HOMES LTD		360755300D0070000
1835 APOLLO LN	CAMPBELL RAMONA & TOLIVER LEE	Ramona Campbell Lee Toliver	360755200G0200000
1835 POSEIDON DR	WILLIAMS TAMACIA S		360755200F0040000

1835 SHANNA DR	ALLEN RAY		360755300C0190000
1836 APOLLO LN	HUD		360755200F0220000
1836 ATHENA DR	HAGGERTY KENNETH P		360755200B0010000
1836 POSEIDON DR	JONES CLYDE		360755200C0050000
1836 SERENA DR	DAVIS HENRY & IRA		360755300C0070000
1837 MASON WAY	GRAY GERALD GERARD & JESSICA C		360755300A0070000
1837 OLYMPUS DR	ROGERS STACI K		360755200H0210000
1837 REYNOLDS DR	WALLS TAMARA		360755300D0180000
1837 SERENA DR	ROBERSONMITCHELL LISA		360755300B0200000
1838 MASON WAY	DAVIS JOHN E & KIM L		360755300B0070000
1838 OLYMPUS DR	HUTCHINS THAD L & DORIS J		360755200G0020000
1838 REYNOLDS DR	BROOKS VICTORIA		360755300E0020000
1838 SHANNA DR	ASHFORD SHERESSA DENISE		360755300D0060000
* 1839 APOLLO LN	COLE JON & WASHANDRA	<i>Washandra Cole</i>	360755200G0210000
1839 POSEIDON DR	FANNIE MAE		360755200F0030000
1839 SHANNA DR	HARRIS BYRON		360755300C0200000
1840 APOLLO LN	PERKINS VALERI	<i>Valerie Perkins</i>	360755200F0230000
1840 ATHENA DR	COX LEANN M		360755200B0020000
1840 SERENA DR	HARRIS SHARON		360755300C0060000
1841 MASON WAY	HOOKS CASSANDRA		360755300A0060000
1841 OLYMPUS DR	JENNINGS BELINDA & JAMES		360755200H0220000
1841 REYNOLDS DR	PROCTOR CHRISTOPHER		360755300D0190000
1841 SERENA DR	JOHNSON VANECIA LYNNE		360755300B0210000
1842 MASON WAY	ADAMS GARY & SANDERS FELICIA		360755300B0060000
1842 OLYMPUS DR	GREENE SECQULI		360755200G0010000
1842 REYNOLDS DR	SALDANA JACQUELINE M		360755300E0010000
1842 SHANNA DR	JOHNSON PIM		360755300D0050000
* 1843 APOLLO LN	WALKER MICHAEL	* NO ANSWERS	360755200G0220000
1843 POSEIDON DR	WAITES SHERRIE		360755200F0020000

1717 CHAPMAN DR	BLACK WILTON & RONI M	360755300A0340000
1717 W PLEASANT RUN RD	PR LANCASTER LTD	65046661510140000
1718 BROOKS DR	HILL-WHITTEN DARLENE	360755300A0250000
1719 KATRINA LN	DR HORTON TEXAS LTD	360755300G0110000
1721 CHAPMAN DR	FORT ANTHONY	360755300A0350000
1722 BROOKS DR	BLOOM HOWARD L	360755300A0240000
1723 KATRINA LN	MANLEY ELIZABETH ANN	360755300G0100000
1725 CHAPMAN DR	TUTTLE DENNIS JR	360755300A0360000
1726 BROOKS DR	BOYLE CRAIG D & TEH SWEE HOR	360755300A0230000
1727 KATRINA LN	MCCARTHY DENA & COLEMAN GEORGE	360755300G0090000
1729 CHAPMAN DR	SCORZA JULIE	360755300A0370000
1730 BROOKS DR	TUCKER ANDRE D & TERILYN T	360755300A0220000
1731 KATRINA LN	SANDERS KYLE L	360755300G0080000
1734 BROOKS DR	HEARNE LATISSA	360755300A0210000
1800 REYNOLDS DR	WALTON JAYSON	360755300E0120000
1801 APOLLO LN	HILLWOOD RLD LP	360755200F0140000
1801 CHAPMAN DR	DELFINO ROBERT M	360755300A0380000
1801 KATRINA LN	DR HORTON TEXAS LTD	360755300G0070000
1801 OLYMPUS DR	KING DARVAS & SMITH MATTHEW +	360755200H0120000
1801 POSEIDON DR	WILSON DEVENA & WILLIE	360755200F0130000
1801 W PLEASANT RUN RD	PR LANCASTER LTD	360755200B0110000
1802 BROOKS DR	BERRY ANNETTA L	360755300A0200000
1802 OLYMPUS DR	FEDERAL NATIONAL MORTGAGE ASSOC	360755200G0110000
1802 REYNOLDS DR	BURRELL EARL	360755300E0110000
1803 APOLLO LN	HILLWOOD RLD LP	360755200G0120000
1804 ATHENA DR	TUTSON JERROD UVONDA TUTSON	360755200A0080000
1805 CHAPMAN DR	WADLEY SHERRESA	360755300A0390000
1805 KATRINA LN	DR HORTON TEXAS LTD	360755300G0060000
1805 OLYMPUS DR	BYERLY DEREK LAKEITH	360755200H0130000

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1805 POSEIDON DR	SCOTT JULIUS JR	360755200F0120000
1806 BROOKS DR	BLUITT MIRANDA OCTAVIA & NATHAN	360755300A0190000
1806 OLYMPUS DR	GENT MARC L	360755200G0100000
1806 REYNOLDS DR	BASS DYENESHA & LAFEAL	360755300E0100000
1807 APOLLO LN	WILLIAMS MARDECIA	360755200G0130000
1807 ATHENA DR	SANDERS ELAINE	360755200D0060000
1808 APOLLO LN	REYES LUIS A NATIVI & ERLINDA	360755200F0150000
1808 ATHENA DR	KIRK KEISHA A	360755200A0070000
1809 CHAPMAN DR	JONES BOBBY	360755300A0400000
1809 KATRINA LN	DR HORTON TEXAS LTD	360755300G0050000
1809 MASON WAY	DR HORTON TEXAS LTD	360755300A0140000
1809 OLYMPUS DR	SHANKLIN BLOYCE	360755200H0140000
1809 POSEIDON DR	ESTERS ERMA	360755200F0110000
1810 BROOKS DR	POWERS MARRICARR	360755300A0180000
1810 OLYMPUS DR	THIBODEAUX RUBY	360755200G0090000
1810 REYNOLDS DR	MAYFIELD TRACY ARNETTE	360755300E0090000
1811 APOLLO LN	HILL GREGORY A & KATONYA T	360755200G0140000
1811 ATHENA DR	DOUGLAS ARNETRA	360755200D0050000
1811 POSEIDON DR	HODGE BRENDA J	360755200F0100000
1812 APOLLO LN	OSBEY PERSEPHONE & DERRIK	360755200F0160000
1812 ATHENA DR	DAWSON LLOYD	360755200A0060000
1812 SERENA DR	DR HORTON TEXAS LTD	360755300C0130000
1813 CHAPMAN DR	NORDIN JAMES L & JENNIFER L	360755300A0410000
1813 MASON WAY	WHITAKER FRANKLIN J	360755300A0130000
1813 SERENA DR	DR HORTON TEXAS LTD	360755300B0140000
1814 BROOKS DR	ATTERBERRY ED & MONICA	360755300A0170000
1814 MASON WAY	BANKS MARY E & LAWRENCE E	360755300B0130000
1814 OLYMPUS DR	HUMBER LEOLA	360755200G0080000
1814 SHANNA DR	HINES CHARLIE III	360755300D0120000

1717 CHAPMAN DR	BLACK WILTON & RONI M	360755300A0340000
1717 W PLEASANT RUN RD	PR LANCASTER LTD	65046661510140000
1718 BROOKS DR	HILL-WHITTEN DARLENE	360755300A0250000
1719 KATRINA LN	DR HORTON TEXAS LTD	360755300G0110000
1721 CHAPMAN DR	FORT ANTHONY	360755300A0350000
1722 BROOKS DR	BLOOM HOWARD L	360755300A0240000
1723 KATRINA LN	MANLEY ELIZABETH ANN	360755300G0100000
1725 CHAPMAN DR	TUTTLE DENNIS JR	360755300A0360000
1726 BROOKS DR	BOYLE CRAIG D & TEH SWEE HOR	360755300A0230000
1727 KATRINA LN	MCCARTHY DENA & COLEMAN GEORGE	360755300G0090000
1729 CHAPMAN DR	SCORZA JULIE	360755300A0370000
1730 BROOKS DR	TUCKER ANDRE D & TERILYN T	360755300A0220000
1731 KATRINA LN	SANDERS KYLE L	360755300G0080000
1734 BROOKS DR	HEARNE LATISSA	360755300A0210000
1800 REYNOLDS DR	WALTON JAYSON	360755300E0120000
1801 APOLLO LN	HILLWOOD RLD LP	360755200F0140000
1801 CHAPMAN DR	DELFINO ROBERT M	360755300A0380000
1801 KATRINA LN	DR HORTON TEXAS LTD	360755300G0070000
1801 OLYMPUS DR	KING DARVAS & SMITH MATTHEW	360755200H0120000
1801 POSEIDON DR	WILSON DEVENA & WILLIE	360755200F0130000
1801 W PLEASANT RUN RD	PR LANCASTER LTD	360755200B0110000
1802 BROOKS DR	BERRY ANNETTA L	360755300A0200000
1802 OLYMPUS DR	FEDERAL NATIONAL MORTGAGE ASSOC	360755200G0110000
1802 REYNOLDS DR	BURRELL EARL	360755300E0110000
1803 APOLLO LN	HILLWOOD RLD LP	360755200G0120000
1804 ATHENA DR	TUTSON JERROD UVONDA TUTSON	360755200A0080000
1805 CHAPMAN DR	WADLEY SHERRESA	360755300A0390000
1805 KATRINA LN	DR HORTON TEXAS LTD	360755300G0060000
1805 OLYMPUS DR	BYERLY DEREK LAKEITH	360755200H0130000

1805 POSEIDON DR	SCOTT JULIUS JR		360755200F0120000
1806 BROOKS DR	BLUITT MIRANDA OCTAVIA & NATHAN		360755300A0190000
1806 OLYMPUS DR	GENT MARC L		360755200G0100000
1806 REYNOLDS DR	BASS DYENESHA & LAFEAL		360755300E0100000
1807 APOLLO LN	WILLIAMS MARDECIA	Owner not available	360755200G0130000
1807 ATHENA DR	SANDERS ELAINE	ETHA	360755200D0060000
1808 APOLLO LN	REYES LUIS A NATIVI & ERLINDA	Erlinda Gutierrez nativi	360755200F0150000
1808 ATHENA DR	KIRK KEISHA A		360755200A0070000
1809 CHAPMAN DR	JONES BOBBY		360755300A0400000
1809 KATRINA LN	DR HORTON TEXAS LTD		360755300G0050000
1809 MASON WAY	DR HORTON TEXAS LTD		360755300A0140000
1809 OLYMPUS DR	SHANKLIN BLOYCE		360755200H0140000
1809 POSEIDON DR	ESTERS ERMA		360755200F0110000
1810 BROOKS DR	POWERS MARRICARR		360755300A0180000
1810 OLYMPUS DR	THIBODEAUX RUBY		360755200G0090000
1810 REYNOLDS DR	MAYFIELD TRACY ARNETTE		360755300E0090000
X 1811 APOLLO LN	HILL GREGORY A & KATONYA T	NO ANSWER(S)	360755200G0140000
1811 ATHENA DR	DOUGLAS ARNETRA		360755200D0050000
1811 POSEIDON DR	HODGE BRENDA J		360755200F0100000
X 1812 APOLLO LN	OSBEY PERSEPHONE & DERRIK	NO ANSWER(S)	360755200F0160000
1812 ATHENA DR	DAWSON LLOYD		360755200A0060000
1812 SERENA DR	DR HORTON TEXAS LTD		360755300C0130000
1813 CHAPMAN DR	NORDIN JAMES L & JENNIFER L		360755300A0410000
1813 MASON WAY	WHITAKER FRANKLIN J		360755300A0130000
1813 SERENA DR	DR HORTON TEXAS LTD		360755300B0140000
1814 BROOKS DR	ATTERBERRY ED & MONICA		360755300A0170000
1814 MASON WAY	BANKS MARY E & LAWRENCE E		360755300B0130000
1814 OLYMPUS DR	HUMBER LEOLA	apora vrumer	360755200G0080000
1814 SHANNA DR	HINES CHARLIE III		360755300D0120000

1717 CHAPMAN DR	BLACK WILTON & RONI M	360755300A0340000
1717 W PLEASANT RUN RD	PR LANCASTER LTD	65046661510140000
1718 BROOKS DR	HILL-WHITTEN DARLENE	360755300A0250000
1719 KATRINA LN	DR HORTON TEXAS LTD	360755300G0110000
1721 CHAPMAN DR	FORT ANTHONY	360755300A0350000
1722 BROOKS DR	BLOOM HOWARD L	360755300A0240000
1723 KATRINA LN	MANLEY ELIZABETH ANN	360755300G0100000
1725 CHAPMAN DR	TUTTLE DENNIS JR	360755300A0360000
1726 BROOKS DR	BOYLE CRAIG D & TEH SWEE HOR	360755300A0230000
1727 KATRINA LN	MCCARTHY DENA & COLEMAN GEORGE	360755300G0090000
1729 CHAPMAN DR	SCORZA JULIE	360755300A0370000
1730 BROOKS DR	TUCKER ANDRE D & TERILYN T	360755300A0220000
1731 KATRINA LN	SANDERS KYLE L	360755300G0080000
1734 BROOKS DR	HEARNE LATISSA	360755300A0210000
1800 REYNOLDS DR	WALTON JAYSON	360755300E0120000
1801 APOLLO LN	HILLWOOD RLD LP	360755200F0140000
1801 CHAPMAN DR	DELFINO ROBERT M	360755300A0380000
1801 KATRINA LN	DR HORTON TEXAS LTD	360755300G0070000
1801 OLYMPUS DR	KING DARVAS & SMITH MATTHEW	360755200H0120000
1801 POSEIDON DR	WILSON DEVENA & WILLIE	360755200F0130000
1801 W PLEASANT RUN RD	PR LANCASTER LTD	360755200B0110000
1802 BROOKS DR	BERRY ANNETTA L	360755300A0200000
1802 OLYMPUS DR	FEDERAL NATIONAL MORTGAGE ASSOC	360755200G0110000
1802 REYNOLDS DR	BURRELL EARL	360755300E0110000
1803 APOLLO LN	HILLWOOD RLD LP	360755200G0120000
1804 ATHENA DR	TUTSON JERROD UVONDA TUTSON	360755200A0080000
1805 CHAPMAN DR	WADLEY SHERRESA	360755300A0390000
1805 KATRINA LN	DR HORTON TEXAS LTD	360755300G0060000
1805 OLYMPUS DR	BYERLY DEREK LAKEITH	360755200H0130000

1805 POSEIDON DR	SCOTT JULIUS JR	360755200F0120000
1806 BROOKS DR	BLUITT MIRANDA OCTAVIA & NATHAN	360755300A0190000
1806 OLYMPUS DR	GENT MARC L	360755200G0100000
1806 REYNOLDS DR	BASS DYENESHA & LAFEAL	360755300E0100000
1807 APOLLO LN	WILLIAMS MARDECIA	360755200G0130000
1807 ATHENA DR	SANDERS ELAINE	360755200D0060000
1808 APOLLO LN	REYES LUIS A NATIVI & ERLINDA	360755200F0150000
1808 ATHENA DR	KIRK KEISHA A	360755200A0070000
1809 CHAPMAN DR	JONES BOBBY	360755300A0400000
1809 KATRINA LN	DR HORTON TEXAS LTD	360755300G0050000
1809 MASON WAY	DR HORTON TEXAS LTD	360755300A0140000
1809 OLYMPUS DR	SHANKLIN BLOYCE	360755200H0140000
1809 POSEIDON DR	ESTERS ERMA	360755200F0110000
1810 BROOKS DR	POWERS MARRICARR	360755300A0180000
1810 OLYMPUS DR	THIBODEAUX RUBY	360755200G0090000
1810 REYNOLDS DR	MAYFIELD TRACY ARNETTE	360755300E0090000
1811 APOLLO LN	HILL GREGORY A & KATONYA T	360755200G0140000
1811 ATHENA DR	DOUGLAS ARNETRA	360755200D0050000
1811 POSEIDON DR	HODGE BRENDA J	360755200F0100000
1812 APOLLO LN	OSBEY PERSEPHONE & DERRIK	360755200F0160000
1812 ATHENA DR	DAWSON LLOYD	360755200A0060000
1812 SERENA DR	DR HORTON TEXAS LTD	360755300C0130000
1813 CHAPMAN DR	NORDIN JAMES L & JENNIFER L	360755300A0410000
1813 MASON WAY	WHITAKER FRANKLIN J	360755300A0130000
1813 SERENA DR	DR HORTON TEXAS LTD	360755300B0140000
1814 BROOKS DR	ATTERBERRY ED & MONICA	360755300A0170000
1814 MASON WAY	BANKS MARY E & LAWRENCE E	360755300B0130000
1814 OLYMPUS DR	HUMBER LEOLA	360755200G0080000
1814 SHANNA DR	HINES CHARLIE III	360755300D0120000

Brenda J. Hodge

Leola Humber

1717 CHAPMAN DR	BLACK WILTON & RONI M	360755300A0340000
1717 W PLEASANT RUN RD	PR LANCASTER LTD	65046661510140000
1718 BROOKS DR	HILL-WHITTEN DARLENE	360755300A0250000
1719 KATRINA LN	DR HORTON TEXAS LTD	360755300G0110000
1721 CHAPMAN DR	FORT ANTHONY	360755300A0350000
1722 BROOKS DR	BLOOM HOWARD L	360755300A0240000
1723 KATRINA LN	MANLEY ELIZABETH ANN	360755300G0100000
1725 CHAPMAN DR	TUTTLE DENNIS JR	360755300A0360000
1726 BROOKS DR	BOYLE CRAIG D & TEH SWEE HOR	360755300A0230000
1727 KATRINA LN	MCCARTHY DENA & COLEMAN GEORGE	360755300G0090000
1729 CHAPMAN DR	SCORZA JULIE	360755300A0370000
1730 BROOKS DR	TUCKER ANDRE D & TERILYN T	360755300A0220000
1731 KATRINA LN	SANDERS KYLE L	360755300G0080000
1734 BROOKS DR	HEARNE LATISSA	360755300A0210000
1800 REYNOLDS DR	WALTON JAYSON	360755300E0120000
1801 APOLLO LN	HILLWOOD RLD LP	360755200F0140000
1801 CHAPMAN DR	DELFINO ROBERT M	360755300A0380000
1801 KATRINA LN	DR HORTON TEXAS LTD	360755300G0070000
1801 OLYMPUS DR	KING DARVAS & SMITH MATTHEW	360755200H0120000
1801 POSEIDON DR	WILSON DEVENA & WILLIE	360755200F0130000
1801 W PLEASANT RUN RD	PR LANCASTER LTD	360755200B0110000
1802 BROOKS DR	BERRY ANNETTA L	360755300A0200000
1802 OLYMPUS DR	FEDERAL NATIONAL MORTGAGE ASSOC	360755200G0110000
1802 REYNOLDS DR	BURRELL EARL	360755300E0110000
1803 APOLLO LN	HILLWOOD RLD LP	360755200G0120000
1804 ATHENA DR	TUTSON JERROD UVONDA TUTSON	360755200A0080000
1805 CHAPMAN DR	WADLEY SHERRESA	360755300A0390000
1805 KATRINA LN	DR HORTON TEXAS LTD	360755300G0060000
1805 OLYMPUS DR	BYERLY DEREK LAKEITH	360755200H0130000

1805 POSEIDON DR	SCOTT JULIUS JR	360755200F0120000
1806 BROOKS DR	BLUITT MIRANDA OCTAVIA & NATHAN	360755300A0190000
1806 OLYMPUS DR	GENT MARC L	360755200G0100000
1806 REYNOLDS DR	BASS DYENESHA & LAFEAL	360755300E0100000
1807 APOLLO LN	WILLIAMS MARDECIA	360755200G0130000
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1808 APOLLO LN	REYES LUIS A NATIVI & ERLINDA	360755200F0150000
1808 ATHENA DR	KIRK KEISHA A	360755200A0070000
1809 CHAPMAN DR	JONES BOBBY	360755300A0400000
1809 KATRINA LN	DR HORTON TEXAS LTD	360755300G0050000
1809 MASON WAY	DR HORTON TEXAS LTD	360755300A0140000
1809 OLYMPUS DR	SHANKLIN BLOYCE	360755200H0140000
1809 POSEIDON DR	ESTERS ERMA	360755200F0110000
1810 BROOKS DR	POWERS MARRICARR	360755300A0180000
1810 OLYMPUS DR	THIBODEAUX RUBY	360755200G0090000
1810 REYNOLDS DR	MAYFIELD TRACY ARNETTE	360755300E0090000
1811 APOLLO LN	HILL GREGORY A & KATONYA T	360755200G0140000
1811 ATHENA DR	DOUGLAS ARNETRA	360755200D0050000
1811 POSEIDON DR	HODGE BRENDA J	360755200F0100000
1812 APOLLO LN	OSBEY PERSEPHONE & DERRIK	360755200F0160000
1812 ATHENA DR	DAWSON LLOYD	360755200A0060000
1812 SERENA DR	DR HORTON TEXAS LTD	360755300C0130000
1813 CHAPMAN DR	NORDIN JAMES L & JENNIFER L	360755300A0410000
1813 MASON WAY	WHITAKER FRANKLIN J	360755300A0130000
1813 SERENA DR	DR HORTON TEXAS LTD	360755300B0140000
1814 BROOKS DR	ATTERBERRY ED & MONICA	360755300A0170000
1814 MASON WAY	BANKS MARY E & LAWRENCE E	360755300B0130000
1814 OLYMPUS DR	HUMBER LEOLA	360755200G0080000
1814 SHANNA DR	HINES CHARLIE III	360755300D0120000

1717 CHAPMAN DR	BLACK WILTON & RONI M	360755300A0340000
1717 W PLEASANT RUN RD	PR LANCASTER LTD	65046661510140000
1718 BROOKS DR	HILL-WHITTEN DARLENE	360755300A0250000
1719 KATRINA LN	DR HORTON TEXAS LTD	360755300G0110000
1721 CHAPMAN DR	FORT ANTHONY	360755300A0350000
1722 BROOKS DR	BLOOM HOWARD L	360755300A0240000
1723 KATRINA LN	MANLEY ELIZABETH ANN	360755300G0100000
1725 CHAPMAN DR	TUTTLE DENNIS JR	360755300A0360000
1726 BROOKS DR	BOYLE CRAIG D & TEH SWEE HOR	360755300A0230000
1727 KATRINA LN	MCCARTHY DENA & COLEMAN GEORGE	360755300G0090000
1729 CHAPMAN DR	SCORZA JULIE	360755300A0370000
1730 BROOKS DR	TUCKER ANDRE D & TERILYN T	360755300A0220000
1731 KATRINA LN	SANDERS KYLE L	360755300G0080000
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1801 APOLLO LN	HILLWOOD RLD LP	360755200F0140000
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1801 OLYMPUS DR	KING DARVAS & SMITH MATTHEW	360755200H0120000
1801 POSEIDON DR	WILSON DEVENA & WILLIE	360755200F0130000
1801 W PLEASANT RUN RD	PR LANCASTER LTD	360755200B0110000
1802 BROOKS DR	BERRY ANNETTA L	360755300A0200000
1802 OLYMPUS DR	FEDERAL NATIONAL MORTGAGE ASSOC	360755200G0110000
1802 REYNOLDS DR	BURRELL EARL	360755300E0110000
1803 APOLLO LN	HILLWOOD RLD LP	360755200G0120000
1804 ATHENA DR	TUTSON JERROD UVONDA TUTSON	360755200A0080000
1805 CHAPMAN DR	WADLEY SHERRESA	360755300A0390000
1805 KATRINA LN	DR HORTON TEXAS LTD	360755300G0060000
1805 OLYMPUS DR	BYERLY DEREK LAKEITH	360755200H0130000

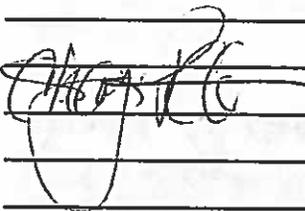
Jerrod Tutson

1805 POSEIDON DR	SCOTT JULIUS JR	360755200F0120000
1806 BROOKS DR	BLUITT MIRANDA OCTAVIA & NATHAN	360755300A0190000
1806 OLYMPUS DR	GENT MARC L	360755200G0100000
1806 REYNOLDS DR	BASS DYENESHA & LAFEAL	360755300E0100000
1807 APOLLO LN	WILLIAMS MARDECIA	360755200G0130000
1807 ATHENA DR	SANDERS ELAINE	360755200D0060000
1808 APOLLO LN	REYES LUIS A NATIVI & ERLINDA	360755200F0150000
1808 ATHENA DR	KIRK KEISHA A	360755200A0070000
1809 CHAPMAN DR	JONES BOBBY	360755300A0400000
1809 KATRINA LN	DR HORTON TEXAS LTD	360755300G0050000
1809 MASON WAY	DR HORTON TEXAS LTD	360755300A0140000
1809 OLYMPUS DR	SHANKLIN BLOYCE	360755200H0140000
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1810 BROOKS DR	POWERS MARRICARR	360755300A0180000
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1811 APOLLO LN	HILL GREGORY A & KATONYA T	360755200G0140000
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1811 POSEIDON DR	HODGE BRENDA J	360755200F0100000
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1812 SERENA DR	DR HORTON TEXAS LTD	360755300C0130000
1813 CHAPMAN DR	NORDIN JAMES L & JENNIFER L	360755300A0410000
1813 MASON WAY	WHITAKER FRANKLIN J	360755300A0130000
1813 SERENA DR	DR HORTON TEXAS LTD	360755300B0140000
1814 BROOKS DR	ATTERBERRY ED & MONICA	360755300A0170000
1814 MASON WAY	BANKS MARY E & LAWRENCE E	360755300B0130000
1814 OLYMPUS DR	HUMBER LEOLA	360755200G0080000
1814 SHANNA DR	HINES CHARLIE III	360755300D0120000

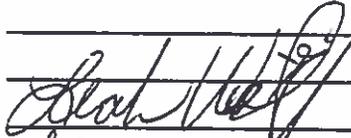
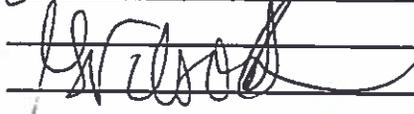
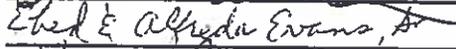
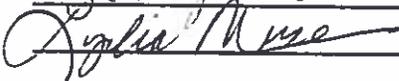
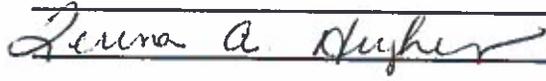
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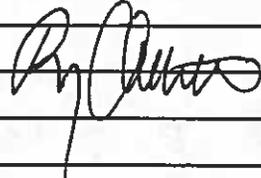
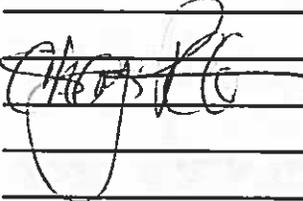
RD Lloyd Dawson

Franklin Whitaker

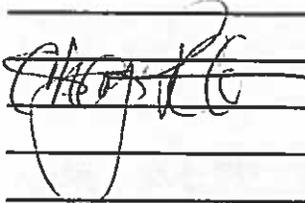
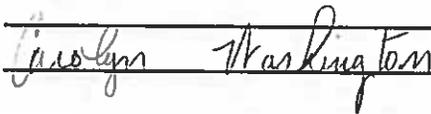
Site Address	Owner	Signature	DCAD Account #
1306 MERCURY LN	HSBC BANK USA		360755200A0090000
1309 ARTEMUS DR	PEA MICHAEL W		360755200B0040000
1310 MERCURY LN	VASQUEZ OLIVIA &		360755200A0100000
1311 ARTEMUS DR	MAY AYOME ABDUL & LATRESSA BAGSBY		360755200B0050000
1312 ARTEMUS DR	KING SAMUEL & CHARITA E KING		360755200C0010000
1314 MERCURY LN	WHITFIELD SIAN & RAMONA B		360755200A0110000
1315 ARTEMUS DR	WATSON MICHAEL P & DEWANNA A		360755200B0060000
1315 RAWLINS DR	PR LANCASTER LTD		360755200C0110000
1316 ARTEMUS DR	GARNER PHILLIP R & SALLYE T		360755200C0020000
1316 RAWLINS DR	HOUSTON VALEICYIA		360755200D0140000
1318 MERCURY LN	CHILDERS RICKEY C & SANDRA C		360755200K0010000
1319 ARTEMUS DR	VALDEZ MELODY T		360755200B0070000
1320 ARTEMUS DR	BOCOX KRISTIN		360755200C0030000
1320 RAWLINS DR	DEVOLD ROSHELLE		360755200D0130000
1321 ARTEMUS DR	HILLWOOD RLD LP		360755200B0080000
1321 MERCURY LN	SMITH E LAWRENCE		360755200D0070000
1322 MERCURY LN	ALEXANDER JERRY & BARBARA		360755200K0020000
1324 ARTEMUS DR	RATTLER CHASITY		360755200C0040000
1324 RAWLINS DR	STRICKLIN BEVERLY		360755200D0120000
1325 MERCURY LN	SMITH SHERIAN		360755200D0080000
1326 MERCURY LN	LEE VICKY & EDWARD LEE		360755200K0030000
1327 ARTEMUS DR	JOHNSON ADRIAN & BARBARA Y		360755200B0090000
1328 RAWLINS DR	HICKS VALENCIA E & ANTHONY		360755200D0110000
1329 MERCURY LN	MASTERS LAURA L		360755200D0090000
1330 MERCURY LN	BILLS MICHAEL S		360755200K0040000
1331 ARTEMUS DR	WASHINGTON CAROLYN A		360755200B0100000
1333 MERCURY LN	MALLORY JACQUELINE <i>NO Soliciting</i>		360755200D0100000
1404 MERCURY LN	WREN REGINA A <i>NO</i>		360755200K0050000

1407 PEGASUS DR	JONES REBECCA J
1408 MERCURY LN	MANNING DANIEAL
1411 PEGASUS DR	JOHNSON KENNETH
1412 MERCURY LN	WILLIAMS KENDALL & LEAH
1415 PEGASUS DR	HILLWOOD RLD LP
1416 MERCURY LN	WILSON KEITH & GAYLE
1419 PEGASUS DR	KIDD LANE MOORE
1420 MERCURY LN	WHITLEY CORDELL
1423 PEGASUS DR	EVANS EBED M SR & ALFREDA
1424 MERCURY LN	MUSE LYDIA
1427 PEGASUS DR	WILEY DARREN & HOPE
1428 MERCURY LN	HILLWOOD RLD LP
1431 PEGASUS DR	HILLWOOD RLD LP
1432 MERCURY LN	MAXIE REGINA
1436 MERCURY LN	ALEXANDER LADONIS T
1440 MERCURY LN	HUGHES TERESA A
1444 MERCURY LN	WINTER JESSE
1701 CHAPMAN DR	DR HORTON TEXAS LTD
1702 BROOKS DR	CLARK SEDRICK
1703 KATRINA LN	DR HORTON TEXAS LTD
1705 CHAPMAN DR	HAMBURG MICHAEL C & ANDREA P
1706 BROOKS DR	SMITH DAVID JOSEPH & DORIS JEAN
1707 KATRINA LN	DR HORTON TEXAS LTD
1709 CHAPMAN DR	HENRY ERIC
1710 BROOKS DR	BLULTT CHRISTOPHER BERNARD
1711 KATRINA LN	DR HORTON TEXAS LTD
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1715 KATRINA LN	DR HORTON TEXAS LTD

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Site Address	Owner	Signature	DCAD Account #
1306 MERCURY LN	HSBC BANK USA		360755200A0090000
1309 ARTEMUS DR	PEA MICHAEL W		360755200B0040000
1310 MERCURY LN	VASQUEZ OLIVIA &		360755200A0100000
1311 ARTEMUS DR	MAY AYOME ABDUL & LATRESSA BAGSBY		360755200B0050000
1312 ARTEMUS DR	KING SAMUEL & CHARITA E KING		360755200C0010000
1314 MERCURY LN	WHITFIELD SIAN & RAMONA B		360755200A0110000
1315 ARTEMUS DR	WATSON MICHAEL P & DEWANNA A		360755200B0060000
1315 RAWLINS DR	PR LANCASTER LTD		360755200C0110000
1316 ARTEMUS DR	GARNER PHILLIP R & SALLYE T		360755200C0020000
1316 RAWLINS DR	HOUSTON VALEICYIA		360755200D0140000
1318 MERCURY LN	CHILDERS RICKEY C & SANDRA C		360755200K0010000
1319 ARTEMUS DR	VALDEZ MELODY T		360755200B0070000
1320 ARTEMUS DR	BOCOX KRISTIN		360755200C0030000
1320 RAWLINS DR	DEVOLD ROSHELLE		360755200D0130000
1321 ARTEMUS DR	HILLWOOD RLD LP		360755200B0080000
1321 MERCURY LN	SMITH E LAWRENCE		360755200D0070000
1322 MERCURY LN	ALEXANDER JERRY & BARBARA		360755200K0020000
1324 ARTEMUS DR	RATTLER CHASITY		360755200C0040000
1324 RAWLINS DR	STRICKLIN BEVERLY		360755200D0120000
1325 MERCURY LN	SMITH SHERIAN		360755200D0080000
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1327 ARTEMUS DR	JOHNSON ADRIAN & BARBARA Y		360755200B0090000
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1329 MERCURY LN	MASTERS LAURA L		360755200D0090000
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1331 ARTEMUS DR	WASHINGTON CAROLYN A		360755200B0100000
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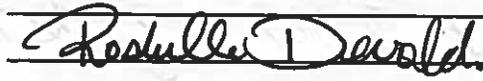
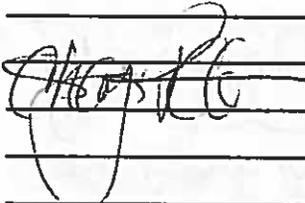
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1411 PEGASUS DR	JOHNSON KENNETH		360755200F0270000
1412 MERCURY LN	WILLIAMS KENDALL & LEAH	<i>Kendall & Leah Williams</i>	360755200K0070000
1415 PEGASUS DR	HILLWOOD RLD LP		360755200F0280000
1416 MERCURY LN	WILSON KEITH & GAYLE		360755200K0080000
1419 PEGASUS DR	KIDD LANE MOORE		360755200F0290000
1420 MERCURY LN	WHITLEY CORDELL		360755200K0090000
1423 PEGASUS DR	EVANS EBED M SR & ALFREDA	<i>Ebed & Alfreda Evans, Sr.</i>	360755200F0300000
1424 MERCURY LN	MUSE LYDIA		360755200K0100000
1427 PEGASUS DR	WILEY DARREN & HOPE		360755200F0310000
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1701 CHAPMAN DR	DR HORTON TEXAS LTD		360755300A0300000
1702 BROOKS DR	CLARK SEDRICK		360755300A0290000
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1711 KATRINA LN	DR HORTON TEXAS LTD		360755300G0130000
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1715 KATRINA LN	DR HORTON TEXAS LTD		360755300G0120000

Site Address	Owner	Signature	DCAD Account #
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1309 ARTEMUS DR	PEA MICHAEL W		360755200B0040000
1310 MERCURY LN	VASQUEZ OLIVIA &		360755200A0100000
1311 ARTEMUS DR	MAY AYOME ABDUL & LATRESSA BAGSBY		360755200B0050000
1312 ARTEMUS DR	KING SAMUEL & CHARITA E KING		360755200C0010000
1314 MERCURY LN	WHITFIELD SIAN & RAMONA B		360755200A0110000
1315 ARTEMUS DR	WATSON MICHAEL P & DEWANNA A		360755200B0060000
1315 RAWLINS DR	PR LANCASTER LTD		360755200C0110000
1316 ARTEMUS DR	GARNER PHILLIP R & SALLYE T		360755200C0020000
1316 RAWLINS DR	HOUSTON VALEICYIA		360755200D0140000
1318 MERCURY LN	CHILDERS RICKEY C & SANDRA C		360755200K0010000
1319 ARTEMUS DR	VALDEZ MELODY T		360755200B0070000
1320 ARTEMUS DR	BOCOX KRISTIN		360755200C0030000
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1404 MERCURY LN	WREN REGINA A		360755200K0050000

1407 PEGASUS DR	JONES REBECCA J		360755200F0260000
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1420 MERCURY LN	WHITLEY CORDELL		360755200K0090000
1423 PEGASUS DR	EVANS EBED M SR & ALFREDA	<i>Ebed & Alfreda Evans, Sr</i>	360755200F0300000
1424 MERCURY LN	MUSE LYDIA		360755200K0100000
1427 PEGASUS DR	WILEY DARREN & HOPE		360755200F0310000
1428 MERCURY LN	HILLWOOD RLD LP		360755200K0110000
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1702 BROOKS DR	CLARK SEDRICK		360755300A0290000
1703 KATRINA LN	DR HORTON TEXAS LTD		360755300G0150000
1705 CHAPMAN DR	HAMBURG MICHAEL C & ANDREA P		360755300A0310000
1706 BROOKS DR	SMITH DAVID JOSEPH & DORIS JEAN		360755300A0280000
1707 KATRINA LN	DR HORTON TEXAS LTD		360755300G0140000
1709 CHAPMAN DR	HENRY ERIC		360755300A0320000
1710 BROOKS DR	BLULTT CHRISTOPHER BERNARD		360755300A0270000
1711 KATRINA LN	DR HORTON TEXAS LTD		360755300G0130000
1713 CHAPMAN DR	BANK OF AMERICA		360755300A0330000
1714 BROOKS DR	BURNS DAVID E		360755300A0260000
1715 KATRINA LN	DR HORTON TEXAS LTD		360755300G0120000

Site Address	Owner	Signature	DCAD Account #
1306 MERCURY LN	HSBC BANK USA		360755200A0090000
1309 ARTEMUS DR	PEA MICHAEL W		360755200B0040000
1310 MERCURY LN	VASQUEZ OLIVIA &		360755200A0100000
1311 ARTEMUS DR	MAY AYOME ABDUL & LATRESSA BAGSBY		360755200B0050000
1312 ARTEMUS DR	KING SAMUEL & CHARITA E KING		360755200C0010000
1314 MERCURY LN	WHITFIELD SIAN & RAMONA B W	Ramona Whitfield	360755200A0110000
1315 ARTEMUS DR	WATSON MICHAEL P & DEWANNA A	Dewanna Watson	360755200B0060000
1315 RAWLINS DR	PR LANCASTER LTD		360755200C0110000
1316 ARTEMUS DR	GARNER PHILLIP R & SALLYE T		360755200C0020000
1316 RAWLINS DR	HOUSTON VALEICYIA		360755200D0140000
1318 MERCURY LN	CHILDERS RICKEY C & SANDRA C	Ricky Childers	360755200K0010000
1319 ARTEMUS DR	VALDEZ MELODY T		360755200B0070000
1320 ARTEMUS DR	BOCOX KRISTIN		360755200C0030000
1320 RAWLINS DR	DEVOLD ROSHELLE		360755200D0130000
1321 ARTEMUS DR	HILLWOOD RLD LP		360755200B0080000
1321 MERCURY LN	SMITH E LAWRENCE		360755200D0070000
1322 MERCURY LN	ALEXANDER JERRY & BARBARA		360755200K0020000
1324 ARTEMUS DR	RATTLER CHASITY	Chasity Rattler	360755200C0040000
1324 RAWLINS DR	STRICKLIN BEVERLY		360755200D0120000
1325 MERCURY LN	SMITH SHERIAN		360755200D0080000
1326 MERCURY LN	LEE VICKY & EDWARD LEE	Vicky Lee	360755200K0030000
1327 ARTEMUS DR	JOHNSON ADRIAN & BARBARA Y		360755200B0090000
1328 RAWLINS DR	HICKS VALENCIA E & ANTHONY		360755200D0110000
1329 MERCURY LN	MASTERS LAURA L		360755200D0090000
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1331 ARTEMUS DR	WASHINGTON CAROLYN A		360755200B0100000
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1407 PEGASUS DR	JONES REBECCA J	<i>Daniel Manning</i>	360755200F0260000
1408 MERCURY LN	MANNING DANIEAL		360755200K0060000
1411 PEGASUS DR	JOHNSON KENNETH		360755200F0270000
1412 MERCURY LN	WILLIAMS KENDALL & LEAH		360755200K0070000
1415 PEGASUS DR	HILLWOOD RLD LP		360755200F0280000
1416 MERCURY LN	WILSON KEITH & GAYLE		360755200K0080000
1419 PEGASUS DR	KIDD LANE MOORE		360755200F0290000
1420 MERCURY LN	WHITLEY CORDELL		360755200K0090000
1423 PEGASUS DR	EVANS EBED M SR & ALFREDA	<i>Ebed & Alfreda Evans, Sr.</i>	360755200F0300000
1424 MERCURY LN	MUSE LYDIA		360755200K0100000
1427 PEGASUS DR	WILEY DARREN & HOPE		360755200F0310000
1428 MERCURY LN	HILLWOOD RLD LP		360755200K0110000
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1432 MERCURY LN	MAXIE REGINA		360755200K0120000
1436 MERCURY LN	ALEXANDER LADONIS T		360755200K0130000
1440 MERCURY LN	HUGHES TERESA A	<i>Lerna A. Huber</i>	360755200K0140000
1444 MERCURY LN	WINTER JESSE		360755200K0150000
1701 CHAPMAN DR	DR HORTON TEXAS LTD		360755300A0300000
1702 BROOKS DR	CLARK SEDRICK		360755300A0290000
1703 KATRINA LN	DR HORTON TEXAS LTD		360755300G0150000
1705 CHAPMAN DR	HAMBURG MICHAEL C & ANDREA P		360755300A0310000
1706 BROOKS DR	SMITH DAVID JOSEPH & DORIS JEAN		360755300A0280000
1707 KATRINA LN	DR HORTON TEXAS LTD		360755300G0140000
1709 CHAPMAN DR	HENRY ERIC		360755300A0320000
1710 BROOKS DR	BLULTT CHRISTOPHER BERNARD		360755300A0270000
1711 KATRINA LN	DR HORTON TEXAS LTD		360755300G0130000
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1715 KATRINA LN	DR HORTON TEXAS LTD		360755300G0120000

Site Address	Owner	Signature	DCAD Account #
1306 MERCURY LN	HSBC BANK USA		360755200A0090000
1309 ARTEMUS DR	PEA MICHAEL W		360755200B0040000
1310 MERCURY LN	VASQUEZ OLIVIA &		360755200A0100000
1311 ARTEMUS DR	MAY AYOME ABDUL & LATRESSA BAGSBY		360755200B0050000
1312 ARTEMUS DR	KING SAMUEL & CHARITA E KING		360755200C0010000
1314 MERCURY LN	WHITFIELD SIAN & RAMONA B		360755200A0110000
1315 ARTEMUS DR	WATSON MICHAEL P & DEWANNA A		360755200B0060000
1315 RAWLINS DR	PR LANCASTER LTD		360755200C0110000
1316 ARTEMUS DR	GARNER PHILLIP R & SALLYE T		360755200C0020000
1316 RAWLINS DR	HOUSTON VALEICYIA		360755200D0140000
1318 MERCURY LN	CHILDERS RICKEY C & SANDRA C		360755200K0010000
1319 ARTEMUS DR	VALDEZ MELODY T		360755200B0070000
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1408 MERCURY LN	MANNING DANIEAL
1411 PEGASUS DR	JOHNSON KENNETH
1412 MERCURY LN	WILLIAMS KENDALL & LEAH
1415 PEGASUS DR	HILLWOOD RLD LP
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1419 PEGASUS DR	KIDD LANE MOORE
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1436 MERCURY LN	ALEXANDER LADONIS T*
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1444 MERCURY LN	WINTER JESSE
1701 CHAPMAN DR	DR HORTON TEXAS LTD
1702 BROOKS DR	CLARK SEDRICK
1703 KATRINA LN	DR HORTON TEXAS LTD
1705 CHAPMAN DR	HAMBURG MICHAEL C & ANDREA P
1706 BROOKS DR	SMITH DAVID JOSEPH & DORIS JEAN
1707 KATRINA LN	DR HORTON TEXAS LTD
1709 CHAPMAN DR	HENRY ERIC
1710 BROOKS DR	BLULTT CHRISTOPHER BERNARD
1711 KATRINA LN	DR HORTON TEXAS LTD
1713 CHAPMAN DR	BANK OF AMERICA
1714 BROOKS DR	BURNS DAVID E
1715 KATRINA LN	DR HORTON TEXAS LTD

Rebecca Jones

360755200F0260000
 360755200K0060000
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 360755200F0280000

John K. Moore

360755200K0080000
 360755200F0290000
 360755200K0090000

Ebed & Alfreda Evans, Sr

360755200F0300000
 360755200K0100000
 360755200F0310000

Hope Wiley

360755200K0110000
 360755200F0320000
 360755200K0120000

*Lynne & Lawrence Hughes
 Lynne A. Hughes*

360755200K0130000
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 360755200K0150000

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 360755300G0120000

Site Address	Owner	Signature	DCAD Account #
1306 MERCURY LN	HSBC BANK USA		360755200A0090000
1309 ARTEMUS DR	PEA MICHAEL W		360755200B0040000
1310 MERCURY LN	VASQUEZ OLIVIA &		360755200A0100000
1311 ARTEMUS DR	MAY AYOME ABDUL & LATRESSA BAGSBY		360755200B0050000
1312 ARTEMUS DR	KING SAMUEL & CHARITA E KING		360755200C0010000
1314 MERCURY LN	WHITFIELD SIAN & RAMONA B		360755200A0110000
1315 ARTEMUS DR	WATSON MICHAEL P & DEWANNA A		360755200B0060000
1315 RAWLINS DR	PR LANCASTER LTD		360755200C0110000
1316 ARTEMUS DR	GARNER PHILLIP R & SALLYE T		360755200C0020000
1316 RAWLINS DR	HOUSTON VALEICYIA	<i>Valeriy</i>	360755200D0140000
1318 MERCURY LN	CHILDERS RICKEY C & SANDRA C	<i>Sandra Childers & R.C.C.</i>	360755200K0010000
1319 ARTEMUS DR	VALDEZ MELODY T		360755200B0070000
1320 ARTEMUS DR	BOCOX KRISTIN		360755200C0030000
1320 RAWLINS DR	DEVOLD ROSHELLE		360755200D0130000
1321 ARTEMUS DR	HILLWOOD RLD LP		360755200B0080000
1321 MERCURY LN	SMITH E LAWRENCE	<i>Lawrence E. Smith</i>	360755200D0070000
1322 MERCURY LN	ALEXANDER JERRY & BARBARA		360755200K0020000
1324 ARTEMUS DR	RATTLER CHASITY	<i>Chasity Rattler</i>	360755200C0040000
1324 RAWLINS DR	STRICKLIN BEVERLY		360755200D0120000
1325 MERCURY LN	SMITH SHERIAN	<i>Sherian Smith</i>	360755200D0080000
1326 MERCURY LN	LEE VICKY & EDWARD LEE		360755200K0030000
1327 ARTEMUS DR	JOHNSON ADRIAN & BARBARA Y		360755200B0090000
1328 RAWLINS DR	HICKS VALENCIA E & ANTHONY		360755200D0110000
1329 MERCURY LN	MASTERS LAURA L		360755200D0090000
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1331 ARTEMUS DR	WASHINGTON CAROLYN A		360755200B0100000
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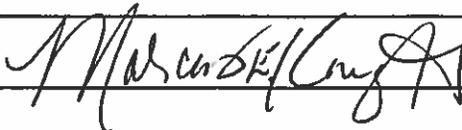
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1424 MERCURY LN	MUSE LYDIA		360755200K0100000
1427 PEGASUS DR	WILEY DARREN & HOPE		360755200F0310000
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1431 PEGASUS DR	HILLWOOD RLD LP		360755200F0320000
1432 MERCURY LN	MAXIE REGINA		360755200K0120000
1436 MERCURY LN	ALEXANDER LADONIS T		360755200K0130000
1440 MERCURY LN	HUGHES TERESA A	<i>Lerna A Hughes</i>	360755200K0140000
1444 MERCURY LN	WINTER JESSE		360755200K0150000
1701 CHAPMAN DR	DR HORTON TEXAS LTD		360755300A0300000
1702 BROOKS DR	CLARK SEDRICK		360755300A0290000
1703 KATRINA LN	DR HORTON TEXAS LTD		360755300G0150000
1705 CHAPMAN DR	HAMBURG MICHAEL C & ANDREA P		360755300A0310000
1706 BROOKS DR	SMITH DAVID JOSEPH & DORIS JEAN		360755300A0280000
1707 KATRINA LN	DR HORTON TEXAS LTD		360755300G0140000
1709 CHAPMAN DR	HENRY ERIC		360755300A0320000
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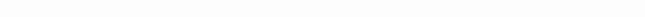
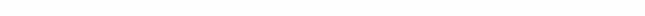
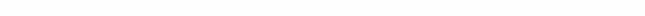
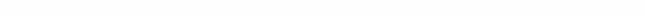
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1844 APOLLO LN	BARRETT ORLANDO S	<i>O. Barrett</i>	360755200F0240000
1844 ATHENA DR	CHAPMAN RODERICK		360755200B0030000
1844 SERENA DR	ROBINSON LASHUNDRA & DEWBERRY BOBBY		360755300C0050000
1845 MASON WAY	CASTLEBERRY DWENDOL		360755300A0050000
1845 REYNOLDS DR	MUMPHREY BRAYLON		360755300D0200000
1845 SERENA DR	WASHINGTON JAE LUN L		360755300B0220000
1846 MASON WAY	LINDSEY HILL		360755300B0050000
1846 REYNOLDS DR	BELL DARRIN & EDNA		360755300F0060000
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1847 POSEIDON DR	IGNONT BILLIE &		360755200F0010000
1847 SHANNA DR	LIPSEY CHARQUINTA L		360755300C0220000
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1848 SERENA DR	RAYFIELD WANDA F		360755300C0040000
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1850 REYNOLDS DR	YERGER DAX		360755300F0050000
1850 SHANNA DR	SWINEY DORSCHREAL		360755300D0030000
1851 SHANNA DR	SMITH SHELIA & TITUS		360755300C0230000
1852 SERENA DR	RICHARDS RITA		360755300C0030000
1853 MASON WAY	AJIBOYE OYINLOLA		360755300A0030000
1853 REYNOLDS DR	KING CLAUDETTE Y & COX EDWIN F JR		360755300D0220000
1853 SERENA DR	BUTTS JOHN III		360755300B0240000
1854 MASON WAY	WILLIAMS SEDRICK		360755300B0030000
1854 REYNOLDS DR	COOPER JEROME		360755300F0040000
1854 SHANNA DR	CITIMORTGAGE INC		360755300D0020000
1855 SHANNA DR	REED MITCHELL & SHOLANDA		360755300C0240000

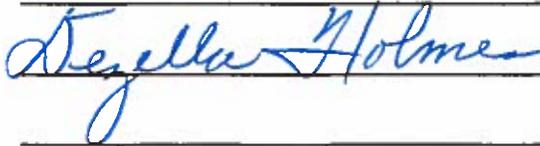
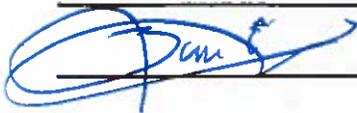
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1858 MASON WAY	SANDERS CEDRIC M	360755300E0080000
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1866 REYNOLDS DR	GABRIEL EASTER A	360755300F0010000
1905 CHAPMAN DR	Z DALLAS PROPERTIES LLC	360755300A0420000
1906 BROOKS DR	GOODEN LA MESHA & CURTIS W	360755300A0160000
1909 CHAPMAN DR	HILL DELISHA &	360755300A0430000
1910 BROOKS DR	FEGGETT WELTON & VIOLA PATRICIA	360755300A0150000
1913 CHAPMAN DR	ARPS CECILIA	360755300A0440000
1917 CHAPMAN DR	STARR MARCUS & KAMEKA LADATRA	360755300A0450000

Pleasant Run Estates PH1A PID Petition

Address	Printed Name	Signature	Account #
1803 APOLLO LN	HARP, BRITTNEY J	_____	360755200G0120000
1803 APOLLO LN	ROSS, BRYANT L	_____	360755200G0120000
1804 APOLLO LN	DAVIS, VIVIAN H	_____	360755200F0140000
1807 APOLLO LN	WILLIAMS, MARDECIA	_____	360755200G0130000
1808 APOLLO LN	REYES, LUIS A	_____	360755200F0150000
1808 APOLLO LN	REYES, ERLINDA	_____	360755200F0150000
1811 APOLLO LN	HILL, GREGORY A	_____	360755200G0140000
1811 APOLLO LN	HILL, KATONYA T	_____	360755200G0140000
1812 APOLLO LN	OSBEY, PERSEPHONE	_____	360755200F0160000
1812 APOLLO LN	OSBEY, DERRIK	_____	360755200F0160000
1815 APOLLO LN	BAYLESS, MICHAEL W	_____	360755200G0150000
1816 APOLLO LN	<i>Williams</i> SETTLES, JOYCE	<i>Williams</i> _____	360755200F0170000
1819 APOLLO LN	GLOVER, TAMIKA C	<i>Glover</i> _____	360755200G0160000
1820 APOLLO LN	WOOTEN, CLARENCE W	_____	360755200F0180000
1823 APOLLO LN	HENDRIX, FELICIA L	_____	360755200G0170000

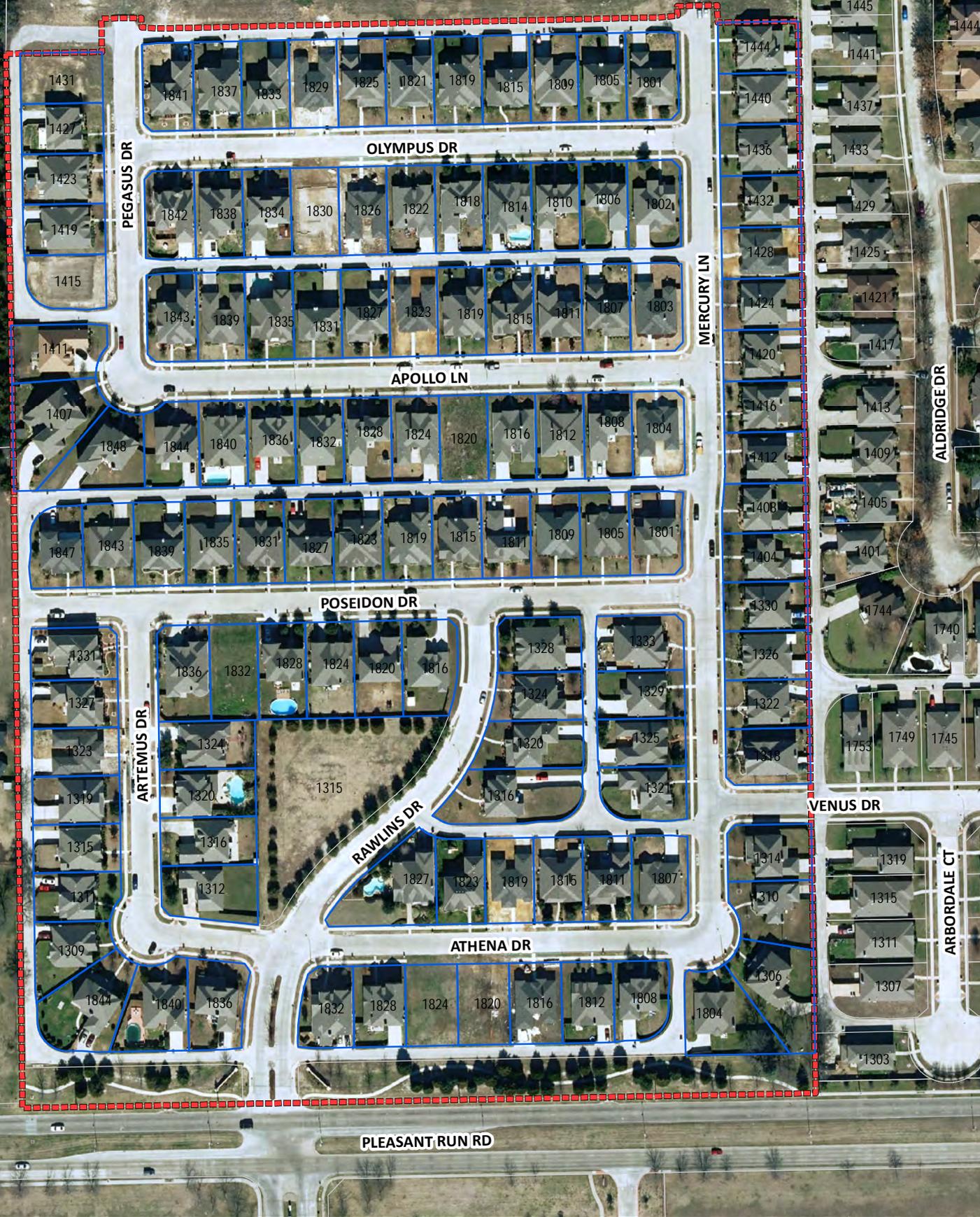
Address	Printed Name	Signature	Account #
1331 ARTEMUS DR	WASHINGTON, CAROLYN A		360755200B0100000
1804 ATHENA DR	TUTSON, JERROD		360755200A0080000
1804 ATHENA DR	TUTSON, UVONDA		360755200A0080000
1807 ATHENA DR	SANDERS, ELAINE		360755200D0060000
1808 ATHENA DR	KIRK, KEISHA A		360755200A0070000
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1812 ATHENA DR	ANDERSON, LLOYD J		360755200A0060000
1815 ATHENA DR	TRAYLOR, EARLEAN		360755200D0040000
1816 ATHENA DR	SHAVERS, RODERICK N		360755200A0050000
1819 ATHENA DR	WALKER, EBONY		360755200D0030000
1819 ATHENA DR	DERRELL, ROSE		360755200D0030000
1820 ATHENA DR	PRLANCASTER LTD		360755200A0040000
1823 ATHENA DR	KNIGHT, MARCUS		360755200D0020000
1823 ATHENA DR	KNIGHT, TENGEMANA		360755200D0020000
1824 ATHENA DR	PRLANCASTER LTD		360755200A0030000
1827 ATHENA DR	TUCKER, ANTHONY		360755200D0010000

Address	Printed Name	Signature	Account #
1827 ATHENA DR	TUCKER, BELINDA		360755200D0010000
1828 ATHENA DR	SMITH, STEPHEN		360755200A0020000
1828 ATHENA DR	SMITH, NICHOLAS		360755200A0020000
1832 ATHENA DR	GEE, DENISE V		360755200A0010000
1832 ATHENA DR	UZZELLE, DEVON		360755200A0010000
1836 ATHENA DR	HAGGERTY, KENNETH P		360755200B0010000
1840 ATHENA DR	LEE, VINCENT		360755200B0020000
1844 ATHENA DR	SMITH, KEVIN		360755200B0030000
1306 MERCURY LN	STARKES, TIFFANY C		360755200A0090000
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1314 MERCURY LN	AKINDOJU TOLULOPE M & COMFORT O		360755200A0110000
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1318 MERCURY LN	CHILDERS, RICKEY		360755200K0010000
1318 MERCURY LN	CHILDERS, SANDRA C		360755200K0010000
1321 MERCURY LN	SMITH, E LAWRENCE		360755200D0070000

Address	Printed Name	Signature	Account #
1801 POSEIDON DR	WILSON, WILLIE		360755200F0130000
1805 POSEIDON DR	MOONEY, JOHN W II		360755200F0120000
1809 POSEIDON DR	ESTERS, ERMA		360755200F0110000
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1820 POSEIDON DR	TYSON, JYMON R		360755200C0090000
1820 POSEIDON DR	TYSON, ROLANDRA E		360755200C0090000
1823 POSEIDON DR	HUMPHREY, KEITH L		360755200F0070000
1823 POSEIDON DR	HUMPHREY, PAMELA A		360755200F0070000
1824 POSEIDON DR	PRICE, DAVID		360755200C0080000
1827 POSEIDON DR	TURNER, TRINA B		360755200F0060000
1828 POSEIDON DR	GARNER, DANNY		360755200C0070000
1831 POSEIDON DR	HSBC BANK USA		360755200F0050000

Address	Printed Name	Signature	Account #
1832 POSEIDON DR	HORTON D R TEXAS LTD		360755200C0060000
1835 POSEIDON DR	WILLIAMS, TAMACIA S		360755200F0040000
1836 POSEIDON DR	JONES, CLYDE		360755200C0050000
1839 POSEIDON DR	CALINGACION, CHRISTINE	<i>Christine Calingacion</i>	360755200F0030000
1843 POSEIDON DR	WAITES, SHERRIE		360755200F0020000
1847 POSEIDON DR	IGNONT, BILLIE	<i>Billie Ignont</i>	360755200F0010000
			360755200F0010000
1315 RAWLINS DR	PRLANCASTER LTD PS		360755200C0110000
1316 RAWLINS DR	HOUSTON, VALEICYIA		360755200D0140000
1320 RAWLINS DR	DEVOLD, ROSHELLE		360755200D0130000
1324 RAWLINS DR	STRICKLIN, BEVERLY		360755200D0120000
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EXHIBIT "B"

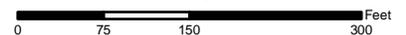


Legend

- Parcels
- Pleasant Run Estates PH 1A Parcels
- Pleasant Run Estates, PH1A PID



City of Lancaster
 Pleasant Run Estates, PH1A
 Proposed PID





City of Lancaster --PLEASANT RUN ESTATES PH II-- Five Year Service Plan - FY 16/17



		2017	2018	2019	2020	2021
Accnt	Description					
	PROPERTY ASSESSED VALUES	\$ 15,997,320.00	\$ 15,997,320.00	\$ 15,997,320.00	\$ 15,997,320.00	\$ 15,997,320.00
	CARRIED OVER (FUND BALANCE)					
	# OF LOTS	126	126	126	126	126
	ASSESMENT RATE (PER \$100 VALUATION)	\$ 0.18	\$ 0.20	\$ 0.20	\$ 0.23	\$ 0.23
	Total Association Assessments	\$ 28,795.16	\$ 31,994.64	\$ 31,994.64	\$ 36,793.84	\$ 36,793.84
	PREVIOUS YEAR BALANCE					
	Total PID Income	\$ 28,795.16	\$ 31,994.64	\$ 31,994.64	\$ 36,793.84	\$ 36,793.84
201	OFFICE SUPPLIES	\$ 150.00	\$ 150.00	\$ 150.00	\$ 200.00	\$ 200.00
210	FOOD/BEVERAGE-MTGS					
211	MISCELLANOUS	\$ 150.00	\$ 250.00	\$ 150.00	\$ 200.00	\$ 200.00
214	POSTAGE	\$ 200.00	\$ 250.00	\$ 300.00	\$ 250.00	\$ 250.00
225	LANDSCAPING	\$ 600.00	\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00
	Supplies Expense Sub Total	\$ 1,100.00	\$ 1,550.00	\$ 1,500.00	\$ 1,550.00	\$ 1,550.00
301	MAINT-BLDGS & STRUCTURES					
303	MAINTENANCE - MISCELLANOUS	\$ 100.00	\$ 200.00	\$ 200.00	\$ 250.00	\$ 250.00
305	MAINTENANCE - CLEANOUT	\$ 100.00	\$ 150.00	\$ 150.00	\$ 200.00	\$ 200.00
351	MISC. MAINTENANCE	\$ 100.00	\$ 100.00	\$ 100.00	\$ 200.00	\$ 200.00
371	LANDSCAPING REPAIR & MAINT	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,100.00	\$ 6,100.00
372	IRRIGATIONS SYS REPAIR & MAINT	\$ 500.00	\$ 500.00	\$ 500.00	\$ 900.00	\$ 900.00
	Maintenance Expense Sub Total	\$ 6,800.00	\$ 6,950.00	\$ 6,950.00	\$ 7,650.00	\$ 7,650.00
401	TELEPHONE & COMMUNICATIONS					
407	TAXES					
408	ADVERTISING					
409	TRAVEL & EDUCATION					
413	TRASH DISPOSAL					
416	OTHER PROFESSIONAL SERVICES					
421	PRINTING					
422	COMPUTER PROFESSIONAL SERVICES					
423	CONTRACT MOWING	\$ 150.00	\$ 150.00	\$ 150.00	\$ 200.00	\$ 200.00
434	SPECIAL EVENTS	\$ 750.00	\$ 750.00	\$ 750.00	\$ 800.00	\$ 800.00
436	IMPROVEMENTS BY CONTRACTORS					
437	AUDIT SERVICES	\$ 300.00	\$ 300.00	\$ 300.00	\$ 200.00	\$ 200.00
446	LEGAL SERVICES	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00

450	ADMISTRATIVE MANAGEMENT FEE	\$ 7,200.00	\$ 7,200.00	\$ 7,300.00	\$ 7,300.00	\$ 7,300.00
452	FILING FEES	\$ 80.00	\$ 80.00	\$ 80.00	\$ 80.00	\$ 80.00
456	NEWSLETTER					
460	SETTLEMENT					
469	STORAGE					
493	MOVING EXPENSE					
Services Expense Sub Total		\$ 8,980.00	\$ 8,980.00	\$ 9,080.00	\$ 9,080.00	\$ 9,080.00
410	ELECTRICITY	\$ 500.00	\$ 800.00	\$ 800.00	\$ 900.00	\$ 900.00
411	WATER	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 5,000.00	\$ 5,000.00
Utility Expense Sub Total		\$ 5,000.00	\$ 5,300.00	\$ 5,300.00	\$ 5,900.00	\$ 5,900.00
403	PROPERTY/ LIBILITY	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
	D & O	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
Total Insurance Expense		\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
511	PROPERTY TAXES PAID BY PID					
537	DALLAS COUNTY TAX COLL SVCS					
Department Total Expenses		\$ 25,880.00	\$ 26,780.00	\$ 26,830.00	\$ 28,180.00	\$ 28,180.00
Total Net Income/(Loss)		\$ 2,915.16	\$ 5,214.64	\$ 5,164.64	\$ 8,613.84	\$ 8,613.84

LANCASTER CITY COUNCIL

City Council Regular Meeting

Item 11.

Meeting Date: 08/08/2016

Policy Statement: This request supports the City Council 2016-2017 Policy Agenda.

Goal(s): Quality Development

Submitted by: Ed Brady, Director of Economic Development

Agenda Caption:

Discuss and consider a resolution authorizing the City Manager to execute an economic development agreement pursuant to Chapter 380, Texas Local Government Code, by and between the City of Lancaster and I-20 Commerce Center, LLC.

Background:

I-20 Commerce Center, LLC (Copeland Commercial) has purchased approximately 59 acres on Houston School Road to construct two warehouse distribution facilities totaling approximately one million (1,000,000) square feet to lease to future tenants.

Staff entered into incentive discussions with the company prior to the company selecting Lancaster for their operation and the closing of the property. The company estimates approximately \$43,000,000 in value added capital investment at their site in Lancaster. The company has applied for a real property tax incentive grant in compliance with the City's Incentive Policy.

Operational Considerations:

I-20 Commerce Center, LLC will annually submit receipts for real property tax payments in order to exercise the Grant. Within 60 days of verification of payment, the City will remit fifty percent (50%) of the payment to the company for a period of seven (7) years.

Legal Considerations:

The City Attorney has reviewed and approved the resolution and agreement as to form.

Public Information Considerations:

This item is being considered at a meeting of the City Council noticed and held in accordance with the Texas Open Meetings Act.

Fiscal Impact:

Based on the estimated value added capital investment submitted by the company and in consideration of the fifty percent (50%) real property tax grant for seven (7) years, the project will represent approximately \$1,309,000 over the seven year period in new revenue to the City.

Options/Alternatives:

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

Recommendation:

Staff recommends approval of the resolution and agreement.

Attachments

Resolution

Exhibit "1"

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN ECONOMIC DEVELOPMENT AGREEMENT WHICH IS ATTACHED HERETO AS EXHIBIT 1 PURSUANT TO CHAPTER 380, TEXAS LOCAL GOVERNMENT CODE, BY AND BETWEEN THE CITY OF LANCASTER AND I-20 COMMERCE CENTER, LLC A DELAWARE LIMITED LIABILITY COMPANY; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, I-20 Commerce Center, a Delaware limited liability company has purchased approximately fifty-nine (59) acres of real property in Lancaster, Texas and desires to construct two warehouse-distribution buildings totaling approximately 1,000,000 square feet combined; and

WHEREAS, I-20 Commerce Center, LLC's development of the Premises will provide employment opportunities within the City; and

WHEREAS, the location of I-20 Commerce Center, LLC's project on the Premises will result in a significant capital investment and improvements on the Premises; and

WHEREAS, I-20 Commerce Center, LLC has advised the City that a contributing factor that would induce the company to construct and lease to tenants the buildings would be an agreement by the City to provide an economic development grant to the company; and

WHEREAS, the City has adopted programs for promoting economic development, and this Agreement and the economic development incentives set forth herein are given and provided by the City pursuant to and in accordance with those programs; and

WHEREAS, the City is authorized by Article III, Section 52-a of the Texas Constitution and Texas Local Government Code Chapter 380 to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, the City has determined that making an economic development grant to I-20 Commerce Center, LLC in accordance with this Agreement is in accordance with the City Economic Development Policy and will: (i) further the objectives of the City; (ii) benefit the City and the City's inhabitants; and (iii) will promote local economic development and stimulate business and commercial activity in the City; and

WHEREAS, City desires to authorize the City Manager to enter into an Economic Development Agreement with I-20 Commerce Center, LLC pursuant to Chapter 380 of the Texas Local Government Code.

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

SECTION 1. That the City Manager is hereby authorized to execute an Economic Development Agreement, which is attached hereto and incorporated herein as Exhibit 1, pursuant to Chapter 380 of the Texas Local Government Code (and any amendments thereto, including any related instruments), on behalf of the City of Lancaster, Texas, with I-20 Commerce Center, LLC and its affiliated and related entities.

SECTION 2. That all provisions of the resolutions of the City of Lancaster, Texas, in conflict with the provisions of this resolution be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this resolution shall remain in full force and effect.

SECTION 3. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this resolution be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said resolution which shall remain in full force and effect.

SECTION 4. This resolution shall take effect immediately from and after its passage, as the law and charter in such cases provide.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 8th day of August, 2016.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Economic Development Agreement

This Economic Development Agreement ("Agreement") is made by and between the City of Lancaster, Texas ("City"), and I-20 Commerce Center, LLC, a Delaware limited liability company (the "Company"), acting by and through their respective authorized representatives.

WITNESSETH:

WHEREAS, the Company has purchased approximately 59 acres of real property in the City of Lancaster, Texas, and being more particularly described in Exhibits "A" & "B" (the "Property"); and

WHEREAS, the Company intends to construct two warehouse-distribution buildings totaling approximately 1,000,000 square feet combined and related infrastructure for future tenant or owner occupied warehouse-distribution operations (the "Project") and building permits will be applied for and construction on at least one of the buildings will commence within twelve (12) months from the execution of this agreement; and

WHEREAS, the Company has advised the City that a contributing factor that would induce the Company to undertake the Project would be an agreement by the City to provide an economic development grant to the Company to reimburse it for a portion of the Real Estate Taxes (hereinafter defined); and

WHEREAS, the City desires to encourage business expansions within the City that will add property tax base and generate additional sales tax and other revenue for the City; and

WHEREAS, the promoting the expansion of new or existing businesses within the City will promote economic development, stimulate commercial activity, generate additional sales tax and will enhance the Premises tax base and economic vitality of the City; and

WHEREAS, the City has adopted programs for promoting economic development, and this Agreement and the economic development incentives set forth herein are given and provided by the City pursuant to and in accordance with those programs; and

WHEREAS, the City is authorized by Article III, Section 52-a of the Texas Constitution and Texas Local Government Code Chapter 380 to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, the City has determined that making an economic development grant to the Company in accordance with this Agreement is in accordance with the City Economic Development Program and will: (i) further the objectives of the City; (ii) benefit the City and the City's inhabitants; and (iii) will promote local economic development and stimulate business and commercial activity in the City.

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Article I Definitions

For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly indicates otherwise:

“Annual Grant(s)” shall mean annual economic development grants to be provided by the City in an amount equivalent to fifty (50%) of the Real Property Taxes assessed against the Premises for a given tax year for a period of seven (7) consecutive tax years beginning with the first calendar year following the Commencement Date, to be paid as set forth herein.

“Casualty” shall mean the Improvements are wholly or partially destroyed by fire, tornado, hurricane, earthquake, flood or similar casualty that renders the Improvements unfit for the intended purpose.

“City” shall mean the City of Lancaster, Texas.

“Commencement Date” shall mean the later of (a) January 1 of the calendar year immediately following the date a Certificate of Occupancy is issued by the City for the Company’s occupancy of the improvements; and (b) January 1, 2018.

“Company” shall mean I-20 Commerce Center, LLC, a Delaware limited liability company.

“Company Affiliate” shall mean any parent of Company or any wholly-owned subsidiary of either Company or of Company’s parent.

“Effective Date” shall mean the last date of execution hereof.

“Event of Bankruptcy or Insolvency” shall mean the dissolution or termination of a party’s existence as a going business, insolvency, appointment of receiver for any part of such party’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

“Event of Force Majeure” shall mean any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, terrorist act, or threat thereof, riot, civil commotion, insurrection, government action or inaction (unless caused by the intentionally wrongful acts or omissions of the party), fires, earthquake, tornado, hurricane, explosions, floods, strikes, slowdowns or work stoppages.

“Expiration Date” shall mean the sixth (6th) year after the payment of the first Annual Grant.

“Impositions” shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on the Company or any property or any business owned by Company within the City.

“Premises” shall mean the real property described on Exhibits “A” and “B” with or without improvements.”

“Payment Request” shall mean a written request from Company to the City for payment of an Annual Grant.

“Project” shall mean the development of the Premises, by the design, construction and maintenance of new improvements and related infrastructure for two warehouse-distribution buildings totaling approximately 1,000,000 square feet combined.

“Real Property Taxes” shall mean, all real estate ad valorem taxes assessed and levied by the City on the real property with or without improvements in accordance with state law.

“Related Infrastructure” shall mean all City development and building code requirements related to site preparation, water, wastewater, storm water, building construction etc. necessary to receive a City issue “Certificate of Occupancy” at completion of project activities.

“Required Use” shall mean Company’s continuous operation through a tenant or making available to lease warehouse-distribution facilities on the Premises.

“Taxable Value” shall mean the assessed value of the Premises as certified by the appraisal district, or its successor, for a given year.

Article II

Term

The term of this Agreement shall begin on the last date of execution hereof (the “Effective Date”) and end on the seventh (7th) anniversary of the date of issuance by the City of a final certificate of occupancy for the Project.

Article III

Economic Development Grants

3.1 **Annual Grants.** Subject to the Company's continued satisfaction of all the terms and conditions of this Agreement, the City agrees to provide the Company with the Annual Grants to be paid on March 1 of each calendar year (or the immediately following business day of March 1 is not a business day), beginning with March 1 of the first full calendar year following the Commencement Date, provided the City has timely received the Real Estate Taxes assessed against the Premises in full for the respective tax year (i.e., the tax year immediately preceding the year in which an Annual Grant is made; and such Real Estate Taxes with respect to that immediately preceding tax year are used to determine the amount of each Annual Grant). For illustration purposes only, assume that the Real Estate taxes assessed against the Premises for tax year 2017 is \$100,000.00 then the amount of the first Annual Grant for the Premises for Tax Year 2017 would be \$50,000.00 ($\$100,000.00 \times 50\%$), and would be paid on March 1, 2018.

3.2 **Grant Limitations.** Under no circumstances shall City obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Further, City shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by the Company.

3.3 **Current Revenue.** The Annual Grants made hereunder shall be paid solely from lawfully available funds that have been appropriated by the City; provided however the City agrees during the term of this Agreement to make a good faith effort to appropriate funds each year to pay the Annual Grant for the then ensuing fiscal year. Consequently, notwithstanding any other provision of this Agreement, the City shall have no obligation or liability to pay any Grants except as allowed by law. The City shall not be required to pay any Annual Grants if prohibited under federal or state legislation or a decision of a court of competent jurisdiction.

3.4 **Tax Protest.** In the event the Company or the owner of the Premises timely and properly protests or contests (including any motion to correct the appraisal roll) the Taxable Value and/or the taxation of the Premises, or any portion thereof, with the applicable appraisal district (or its successor), and such protest and/or contest results in a final determination that changes the appraised value and/or the Taxable Value of the Premises or the amount of ad valorem taxes assessed and due for the Premises, or portion thereof, after an Annual Grant has been paid for such Premises for such tax year, the Annual Grant for such tax year shall be adjusted (increased or decreased as the case may be) accordingly on the date of payment of the next Annual Grant payment date, or within sixty (60) business days after such determination in the event no further Annual Grant payments are due under the Agreement.

3.5 **Refunds.** In the event the City determines in its sole discretion that the amount of an Annual Grant paid by the City to the Company was incorrect, the Company shall, within sixty (60) days after receipt of written notification thereof from the City specifying the amount by which such Annual Grant exceeded the correct amount to which the Company was entitled (together with such records, reports and other information necessary to support such determination), pay such amount to the City. If the City determines that the amount by which such Annual Grant was less than the correct amount to which the Company was entitled (together with such records, reports and other information necessary to support such determination), the City shall, within sixty (60) days,

pay the adjustment to the Company. If the Company disputes the City's determination, the parties shall seek to amicably resolve the matter, subject to either party's right to pursue any available rights or remedies in connection therewith.

Article IV Conditions to the Economic Development Grant

The obligation of the City to provide the Grants shall be conditioned upon the Company's continued compliance with and satisfaction of each of the terms and conditions of this Agreement and each of the conditions set forth below:

4.1 During the term of this Agreement following the Commencement Date and continuing thereafter until the Expiration Date, or earlier termination, the Company agrees to continuously own, lease or make available for lease the Improvements and shall not allow the operation of the Improvements in conformance with the Required Use to cease for more than sixty (60) days except in connection with, and to the extent of a Casualty or an Event of Force Majeure.

4.2 The Company shall commence Project construction on the Premises within twelve months (12 months) of the execution date of this Agreement or the Agreement will terminate.

4.3 The Company shall not have an uncured breach or default of this Agreement.

4.4 The Company shall comply with all the terms and conditions of this Agreement.

Article V Termination

5.1 This Agreement terminates on the Expiration Date, and may prior to the Expiration Date, be terminated upon any one or more of the following:

- (a) by mutual written agreement of the parties;
- (b) by either party, if the other party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof;
- (c) by City, if any Impositions owed to the City or the State of Texas by Company shall have become delinquent (provided, however, Company retains the right to timely and properly protest and contest any such taxes or Impositions);
- (d) by City, if Company suffers an Event of Bankruptcy or Insolvency; or
- (e) by either party if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.
- (f) should Company fail to return fully signed and executed agreement(s) to the City within 30 days of approval of agreement(s) by the Lancaster City Council, the agreement(s) and the incentive offer they represent, shall be deemed to be withdrawn and shall have no further affect.

5.2 In the event the Agreement is terminated by the City pursuant to Section 5.1(b), (c), or (d), the Company shall not be entitled to receive any subsequent Annual Grants under this Agreement but shall have no obligation to refund to the City any Annual Grants (or portion thereof or interest accrued thereon) previously paid by the City to the Company.

5.3 In the event the Agreement is terminated by the City pursuant to Section 5.1(e), the Company shall, only if such legislation or court decision requires, immediately refund to the City an amount equal to the annual Grant(s) paid by the City to the Company immediately preceding the date of such termination. The repayment obligation of Company set forth in this section 5.3 hereof shall survive termination.

Article VI Miscellaneous

6.1 **Binding Agreement.** The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the parties hereto.

6.2 **Limitation on Liability.** It is understood and agreed between the parties that the Company and City, in satisfying the conditions of this Agreement, have acted independently, and the City assumes no responsibilities or liabilities to third parties in connection with these actions.

6.3 **No Joint Venture.** It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties.

6.4 **Authorization.** Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement. The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

6.5 **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered.

If intended for City, to:

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

With a copy to:

Robert E. Hager
Nichols, Jackson, Dillard,
Hager & Smith, L.L.P
1800 Lincoln Plaza
500 North Akard
Dallas, Texas 75201

If intended for Company:

Bradley D. Copeland, Manager
Copeland Commercial, LLC
8117 Preston Road, Suite 300
Dallas, TX 75225

6.6 **Entire Agreement.** This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto.

6.7 **Governing Law.** The Agreement shall be governed by the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction; and exclusive venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

6.8 **Amendment.** This Agreement may only be amended by the mutual written agreement of the parties.

6.9 **Legal Construction.** In the event 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 not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.10 **Exhibits.** All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

6.11 **Successors and Assigns.** This Agreement may not be assigned without the City's prior written consent, except to a Company subsidiary or affiliate, or to a future owner of the Property, none of which shall require City consent. Neither the Company nor its legal representatives or successors in interest shall, by operation of law or otherwise, assign, mortgage, pledge, encumber or otherwise transfer this Agreement or any part hereof, or the interest of the Company under this Agreement in either case except to a Company subsidiary, without obtaining the City's prior written consent, which may not be withheld. Any attempted assignment by the Company, except to a Company subsidiary, in violation of the terms and provisions of this Agreement shall be void and shall constitute a material breach of this Agreement.

6.12 **Recitals**. The recitals to this Agreement are incorporated herein.

6.13 **Counterparts**. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

6.14 **Survival of Covenants**. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.15 **Conditions Precedent**. This Agreement is subject to and conditioned upon the following conditions which are conditions precedent to the obligations of the parties: (i) Company shall diligently and faithfully, in a good and workmanlike manner, make or cause the construction and finish out improvements to the Premises in accordance with all applicable state and local laws and regulations or a valid waiver thereof; (ii) Company shall obtain a Certificate of Occupancy for the Premises.

Signature page to follow

EXECUTED on this 8th day of August, 2016.

CITY OF LANCASTER, TEXAS

By: _____
Opal Mauldin-Robertson, City Manager

Attest:

By: _____
Sorangel O. Arenas, City Secretary

Approved as to Form:

By: _____
Robert E. Hager, City Attorney

EXECUTED on this _____ day of _____, 2016.

I-20 Commerce Center, LLC

By: _____
Bradley D. Copeland
Its: Manager

EXHIBIT A

LEGAL DESCRIPTION

BEING a tract of land situated in the Silas B. Runyon Survey, Abstract No. 1199, in the City of Lancaster, Dallas County, Texas, being part of a called 60.959 acre tract described in an Executor's Deed to Randy Justiss and Virginia A. Justiss, recorded in Instrument No. 200900077417, in the Deed Records of Dallas County, Texas (D.R.D.C.T.), said tract being more particularly described as follows:

COMMENCING at a 5/8-inch iron rod with cap stamped "BURY" found at the northwest corner of said Justiss tract, being an interior ell corner of a 25.334 acre tract described as "Tract Two", recorded in Instrument No. 201400276100, D.R.D.C.T.;

THENCE North 88 degrees 41 minutes 37 seconds East, with the north line of said Justiss tract and the most easterly south line of said "Tract Two", a distance of 1,280.00 feet to a 1/2-inch iron rod with red cap stamped "DAL-TECH" (hereinafter referred to as "with cap") set at the
POINT OF BEGINNING;

THENCE North 88 degrees 41 minutes 37 seconds East, with the north line of said Justiss tract and the most easterly south line of said "Tract Two", a distance of 269.85 feet to the most easterly northeast corner of said "Tract Two", same being the northwest of a 0.50 acre tract, recorded in Volume 2003174, Page 2320 (D.R.D.C.T.);

THENCE South 01 degree 06 minutes 23 seconds East, continuing with the north line of said Justiss tract and with the west line of said 0.50 acre tract, a distance of 10.00 feet to a 1/2-inch iron rod with cap set at the southwest corner of said 0.50 acre tract;

THENCE North 88 degrees 41 minutes 37 seconds East, continuing with the north line of said Justiss tract and with the south line of said 0.50 acre tract, a distance of 371.95 feet to a 1/2-inch iron rod found;

THENCE South 01 degree 06 minutes 23 seconds East, continuing with said north and south lines, a distance of 73.00 feet to a 1/2-inch iron rod found;

THENCE North 88 degrees 57 minutes 37 seconds East, continuing with said north and south lines, a distance of 196.69 feet to a 1/2-inch iron rod with cap set in the west line of Houston School Road (variable width right-of-way);

THENCE South 01 degree 08 minutes 04 seconds West, with the west line of said Houston School Road, a distance of 1,771.09 feet to a 1/2-inch iron rod with cap found in the proposed north line of Danieldale Road (variable width right-of-way);

THENCE South 43 degrees 46 minutes 59 seconds West, departing said the west line of said Houston School Road and with said proposed north line of Danieldale Road, a

distance of 56.57 feet to a 1/2-inch iron rod with cap found;

THENCE South 88 degrees 57 minutes 56 seconds West, continuing with said proposed north line, a distance of 1,305.98 feet to the west line of said Justiss tract and the east line of the Amended Plat of Contract Freighters, Inc. Addition, an addition to the City of Lancaster, recorded in Volume 99155, Page 60 (D.R.D.C.T.);

THENCE North 01 degree 47 minutes 23 second East, departing said proposed north line and with the west line of said Justiss tract, same being the east line of said Contract Freighters Addition, a distance of 113.92 feet (not set creek);

THENCE North 08 degrees 45 minutes 20 seconds East, continuing with said west and east lines, a distance of 187.13 feet (not set creek);

THENCE North 08 degrees 23 minutes 26 seconds East, continuing with said west and east lines, a distance of 34.45 feet (not set creek);

THENCE North 07 degrees 18 minutes 11 seconds East, continuing with said west and east lines, a distance of 196.72 feet (not set creek);

THENCE North 11 degrees 20 minutes 56 seconds East, continuing with said west and east line, a distance of 90.12 feet (not set creek);

THENCE North 00 degree 53 minutes 54 seconds West, continuing with said west and east lines, a distance of 109.12 feet (not set creek);

THENCE North 15 degrees 05 minutes 35 seconds East, continuing with said west and east lines, a distance of 104.79 feet (not set creek);

THENCE North 07 degrees 43 minutes 26 seconds East, continuing with said west and east lines, a distance of 33.28 feet (not set creek);

THENCE North 06 degrees 31 minutes 20 seconds East, continuing with said west and east line, a distance of 721.93 feet to a one inch iron pipe found at the northeast corner of said Contract Freighters Addition, being an interior ell corner of said Justiss tract;

THENCE North 88 degrees 55 minutes 15 seconds East, a distance of 76.80 feet to a 1/2-inch iron rod with cap set;

THENCE North 42 degrees 34 minutes 05 seconds East, a distance of 300.95 feet to a 1/2-inch iron rod with cap set;

THENCE North 01 degree 18 minutes 23 seconds West, a distance of 100.00 feet to the POINT OF BEGINNING and containing 50.800 acres of land.

EXHIBIT B

LEGAL DESCRIPTION

BEING a tract of land situated in the Silas B. Runyon Survey, Abstract No. 1199, in the City of Lancaster, Dallas County, Texas, being part of a called 60.959 acre tract described in an Executor's Deed to Randy Justiss and Virginia A. Justiss, recorded in Instrument No. 200900077417, in the Deed Records of Dallas County, Texas (D.R.D.C.T.), said tract being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with cap stamped "BURY" found at the northwest corner of said Justiss tract, being an interior ell corner of a 25.334 acre tract described as "Tract Two", recorded in Instrument No. 201400276100, D.R.D.C.T.;

THENCE North 88 degrees 41 minutes 37 seconds East, with the north line of said Justiss tract and the most easterly south line of said "Tract Two", a distance of 1,280.00 feet to a 1/2-inch iron rod with red cap stamped "DAL-TECH" (hereinafter referred to as "with cap") set;

THENCE South 01 degree 18 minutes 23 seconds East, departing the north line of said Justiss tract and the most easterly south line of said "Tract Two", a distance of 100.00 feet to a 1/2-inch iron rod with cap set;

THENCE South 42 degrees 34 minutes 05 seconds West, a distance of 300.95 feet to a 1/2-inch iron rod with cap set;

THENCE South 88 degrees 55 minutes 15 seconds West, passing at a distance of 76.80 feet a one inch iron pipe found at the northeast corner Lot 2, Block A of the Amended Plat of Contract Freighters, Inc. Addition, an addition to the City of Lancaster, recorded in Volume 99155, Page 60 (D.R.D.C.T.), being an interior ell corner of said Justiss tract, and continuing with the north line of said Contract Freighters Addition and the most westerly south line of said Justiss tract, a total distance of 1,072.38 feet to a 5/8-inch iron rod found at the most westerly southwest corner of said Justiss tract, being a southeast corner of the aforementioned "Tract Two"

THENCE North 01 degree 07 minutes 54 seconds West, with a west line of said Justiss tract and an east line of said "Tract Two", a distance of 312.69 feet to the POINT OF BEGINNING and containing 8.745 acres of land.

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Opal Mauldin-Robertson , City Manager of the City of Lancaster, a Texas non-profit corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said corporation, and that he executed the same as the act of said corporation for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND SEAL OF OFFICE this the 8th day of August, 2016.

Notary Public, State of Texas

My Commission Expires:

.

LANCASTER CITY COUNCIL

City Council Regular Meeting

Item 12.

Meeting Date: 08/08/2016

Policy Statement: This request supports the City Council 2016-2017 Policy Agenda.

Goal(s): Quality Development

Submitted by: Ed Brady, Director of Economic Development

Agenda Caption:

Discuss and consider a resolution ratifying the terms and conditions of an incentive grant by and between the Lancaster Economic Development Corporation and I-20 Commerce Center, LLC.

Background:

The board of directors of the Lancaster Economic Development Corporation convened on Tuesday, July 26, 2016 to consider a grant applied for by I-20 Commerce Center, LLC in an amount equal to \$375,000 to assist with permit and infrastructure costs associated with the construction of their two warehouse-distribution buildings totaling approximately 1,000,000 square feet in Lancaster. The grant is not to exceed \$375,000.

Operational Considerations:

Upon receiving a City Certificate of Occupancy for the constructed buildings, the company will submit a request for the grant payment.

Legal Considerations:

The City Attorney has reviewed and approved the resolution and agreement as to form.

Public Information Considerations:

This item if being considered at a meeting of the City Council noticed and held in accordance with the Texas Open Meetings Act.

Fiscal Impact:

The grant will not exceed \$375,000 and is within the LEDC incentive fund.

Options/Alternatives:

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

Recommendation:

Staff recommends approval of the resolution.

Attachments

Resolution

Exhibit A

RESOLUTION NO.

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, RATIFYING THE TERMS AND CONDITIONS OF AN INCENTIVE GRANT BY AND BETWEEN I-20 COMMERCE CENTER, LLC AND THE LANCASTER ECONOMIC DEVELOPMENT CORPORATION AUTHORIZING LEDC TO ENTER INTO A FORMAL AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Lancaster Economic Development Corporation (hereinafter "LEDC") Resolution 2016-04 which was passed and approved on the 26th of July, 2016 by the Board of Directors of the Lancaster Economic Development Corporation (LEDC), offering an incentive grant to I-20 Commerce Center, LLC; and

WHEREAS, I-20 Commerce Center, LLC has purchased approximately fifty-nine (59) acres of real property in the City of Lancaster, Texas with the intent to construct and lease to tenants two warehouse-distribution buildings totaling approximately one million (1,000,000) square feet combined; and

WHEREAS, the City of Lancaster and LEDC recognize the importance of their continued role in economic development in the community of Lancaster; and

WHEREAS, the City may provide incentives promoting economic development pursuant to Chapter 380 of the Texas Local Government Code, which authorizes loans and grants of a city's general funds pursuant to a "program" to stimulate business and commercial activity in the municipality; and

WHEREAS, pursuant to Texas Local Government Code, Chapter 501, et seq, as amended, LEDC, as a non-profit corporation, in accordance with the Act, shall promote development and redevelopment within the municipality and its vicinity and create new manufacturing and industrial facilities, distribution centers, warehouse facilities and related facilities, through the use of a sales tax, which development and redevelopment would not otherwise occur solely through private investment in the reasonably foreseeable future; and

WHEREAS, pursuant to the City's Charter, the Act and applicable Texas Statutes, the City has the authority to enter into agreements as the City considers necessary or convenient to implement economic development in Lancaster, Texas; and

WHEREAS, pursuant to the Act and the bylaws of the Lancaster Economic Development Corporation, LEDC has authority to enter into agreements as LEDC considers necessary or convenient to implement economic development in Lancaster, Texas; and

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

SECTION 1. The City Council ratifies the July 26, 2016 actions of the Board of Directors of the LEDC approving an incentive grant to I-20 Commerce Center, LLC.

SECTION 2. The City Council authorizes LEDC to enter into an incentive agreement with I-20 Commerce Center, LLC which is attached hereto and incorporated herein as Exhibit A.

SECTION 3. This resolution shall be effective from and after its passage as provided by law.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 8th day of August, 2016.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

RESOLUTION NO. 2016-04

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE LANCASTER ECONOMIC DEVELOPMENT CORPORATION OF LANCASTER TEXAS, (LEDC), IN SUPPORT OF A GRANT TO I-20 COMMERCE CENTER, LLC FROM FUNDS COLLECTED FROM ¼ OF 1 PERCENT ADDITIONAL SALES AND USE TAX FOR THE PROMOTION AND DEVELOPMENT OF NEW AND EXPANDED BUSINESS ENTERPRISES, AS AUTHORIZED BY STATE LAW; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Lancaster Economic Development Corporation recognizes how important business and community development is to the vitality and growth of Lancaster; and

WHEREAS, I-20 Commerce Center, LLC has selected Lancaster as the location for their newest warehouse-distribution facilities; and

WHEREAS, I-20 Commerce Center, LLC has requested a grant for assistance with the costs of infrastructure improvements associated with the construction and finish out of two warehouse-distribution buildings totaling approximately 1,000,000 square feet combined located on property owned by i-20 Commerce Center, LLC in Lancaster, Texas ; and

WHEREAS, the Board of Directors of LEDC are responsible for the review and evaluation of Type A incentive applications; and

WHEREAS, the board of LEDC is also responsible for recommending Type A Incentive Grants to the Lancaster City Council for review and approval;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LANCASTER ECONOMIC DEVELOPMENT CORPORATION:

SECTION 1. That the Board of Directors of the Lancaster Economic Development Corporation approves the resolution and Incentive Agreement which is attached hereto.

SECTION 2. That this resolution shall take effect immediately from and after its passage and it is so duly resolved.

DULY PASSED and adopted on this 26th day of July, 2016.

APPROVED: 
Sandi Collier, Vice-President

ATTEST: 
Mayra Ortiz, Executive Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

INCENTIVE AGREEMENT

This Incentive Agreement (the "Agreement") is entered into by and between the Lancaster Economic Development Corporation, a non-profit corporation chartered by the State of Texas, acting by and through its Board of Directors (hereinafter referred to as the "LEDC") and I-20 Commerce Center, LLC a Delaware limited liability company (hereinafter referred to as "the Company"), acting by and through its authorized officer, hereinafter referred to as ("the Company").

W I T N E S S E T H :

WHEREAS, the Lancaster Economic Development Corporation was established to promote enhanced business opportunities within the corporate limits of the City of Lancaster, Texas; and

WHEREAS, the LEDC recognizes the need to offer business incentives to develop real property within the City of Lancaster; and

WHEREAS, in order to maintain and enhance the economic and employment base within the City of Lancaster, it is in the best interests of the LEDC to enter into this Agreement in accordance with the terms provided herein; and

WHEREAS, the Company wishes to expand its operations as a viable economic project within the City thereby creating new business investment and new jobs in the City; and

WHEREAS, the Board of Directors of LEDC finds that the intended scope of the Project, hereinafter defined, is to construct and lease to tenants approximately 1,000,000 square feet of warehouse-distribution space on approximately 59 acres in Lancaster owned by the company.

NOW THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, including the expansion of employment, the attraction of major investment within the City which contributes to the economic development of Lancaster, and to the enhancement of the tax base for the City, the parties agree as follows:

I.

EFFECTIVE DATE; TERM OF AGREEMENT

This Agreement shall become effective upon the City Council of the City of Lancaster authorizing the LEDC to enter into an agreement with the Company and on the last date of execution of this Agreement by the LEDC and the Company, and shall continue for a period of six months (6 months) following the issuance of a Certificate of Occupancy for the Facility.

II. DEFINITIONS

Whenever used in this Agreement, the following term shall have the meaning ascribed to it:

“**City**” shall mean the City of Lancaster, Texas

“**Company**” shall mean I-20 Commerce Center, LLC

“**Improvements**” shall mean the construction and finish out work necessary to commence operations in their two buildings totaling approximately 1,000,000 square feet combined located on Company land described in Exhibit A, Lancaster, Texas.

“**Premises**” shall mean the property described in **Exhibits A & B**, attached hereto and made a part hereof for all purposes, including any improvements made thereto.

“**Project**” shall mean the improvements, related infrastructure and occupancy activities associated with the location, construction, finish out and maintenance of the Company’s two buildings totaling approximately 1,000,000 square feet combined and in Lancaster, Texas.

“**Related Infrastructure**” shall mean all City development and building code requirements related to site preparation, water, wastewater, storm water, building construction etc. necessary to receive a City issue “Certificate of Occupancy” at completion of project activities.

III. PROVISIONS RELATING TO INCENTIVE AGREEMENT

I-20 Commerce Center, LLC Obligations:

- A. The Company will commence construction within twelve months (12 months) from the date of execution of this Agreement on at least one of their two buildings totaling approximately 1,000,000 square feet combined, buildings located on approximately fifty-nine (59) acres owned by the Company in Lancaster, Texas as described in Exhibit A.
- B. The Premises and improvements constructed thereon at all times shall be used in a manner that is consistent with the City of Lancaster's Comprehensive Zoning Ordinance, as amended and other applicable ordinances.
- C. The Company agrees to provide any and all documentation necessary to confirm data required to implement provisions of the incentive grant.

LEDC's Obligations:

- A. LEDC agrees to pay a grant to the Company in an amount not to exceed three hundred and seventy-five thousand dollars (\$375,000) to assist with the costs of infrastructure improvements associated with the construction of their two buildings totaling approximately 1,000,000 square feet combined in Lancaster. LEDC will issue payment of the grant within sixty (60) days of the Company receiving a final Certificate of Occupancy for the two buildings. Grants to be paid in accordance with the following schedule. A grant equal to \$350,000 to be paid within 60 days of the issuance of a final Certificate of Occupancy for the approximately nine hundred thousand (900,000) sq. ft. completed building and a grant equal to \$25,000 to be paid within 60 days of the issuance of a final Certificate of Occupancy for the approximately one hundred and forty thousand (140,000) sq. ft. completed building
- B. All grant of funds shall be made from available sales tax proceeds from the LEDC and, any grant made herein, is not pledged against future sales tax proceeds or the full faith and credit of LEDC or the City of Lancaster.

IV.

DEFAULT; RECAPTURE OF GRANT FUNDS

- A. In the event the Company (i) fails to commence project and improvements on property located in Lancaster, Texas within one year of execution of this agreement (ii) fails to complete the Project in accordance with this Agreement; or (iii) materially breaches any of the terms or conditions of this Agreement, then the Company, after the expiration of the notice and cure periods described in Paragraph IV (B) below, shall be in default of this Agreement. As liquidated damages in the event of such non-cured default, I-20 Commerce Center, LLC, shall refund to LEDC all grants previously paid by LEDC. The parties acknowledge that actual damages in the event of default termination would be speculative and difficult to determine. The parties further agree that the recapture of grant funds due LEDC as a result of the Company, default under this Agreement, shall be recoverable against the Company, its successors and assigns and shall continue as a lien on the Premises.
- B. Upon breach by the Company, of any obligations under this Agreement, the LEDC shall notify the Company, in writing. The Company shall have ninety (90) days from receipt of the notice in which to cure any such default.
- C. If the Company fails to cure the default within the time provided as specified in Paragraph IV (B) above, or, as such time period may be extended by written agreement of the parties, then the LEDC at its sole option shall have the right to demand repayment of the incentives it has made hereunder in accordance with this section IV.

- D. Upon the LEDC's election under the preceding paragraph, all incentives shall be repaid as set forth in paragraph IV (A), and shall become due and payable ninety (90) days after notice to the Company of a non-cured default. The LEDC shall have all remedies provided by law for the collection of the grant funds. The LEDC at its sole discretion has the option to provide a repayment schedule. The obligation of the Company, to repay the grant funds to LEDC in the event of default shall survive the termination of this Agreement.

**V.
SUCCESSORS AND ASSIGNS**

This Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors, and assigns. This Agreement may be assigned only with the consent of the LEDC.

**VI.
NOTICES**

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

I-20 Commerce Center, LLC to:

Bradley D. Copeland
Copeland Commercial, LLC
8117 Preston Road, Suite 300
Dallas, TX 75225

LEDC to:

Ed Brady
Lancaster Economic Development Corporation
P.O. Box 940
Lancaster, Texas 75146

**VII.
LEDC AUTHORIZATION**

This Agreement was authorized by resolution of the LEDC, approved by its Board of Directors, authorizing its officer to execute this Agreement on behalf of the LEDC.

**VIII.
SEVERABILITY**

In the event any section, subsection, paragraph, sentence, phrase or word herein is held invalid, illegal or unconstitutional, the balance of this Agreement shall be enforceable and shall be enforced as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

**IX.
APPLICABLE LAW**

THIS AGREEMENT SHALL BE CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS. Venue for any action under this Agreement shall be the State District Court of Dallas County, Texas. This Agreement is performable in Dallas County, Texas.

**X.
COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

**XI.
ENTIRE AGREEMENT**

This Agreement embodies the complete agreement between the parties and relating to the matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement. The provisions of this Agreement are hereby declared covenants running with the Premises and are fully binding on all successors, heirs, and assigns of the Company who acquire any right, title, or interest in or to the Premises, or any part hereof, thereby agrees and covenants to abide by and fully perform the provisions of this Agreement. While there is no obligation for the LEDC to fund future expansion, nothing herein precludes the Company from requesting further assistance on future projects.

**XII.
RECORDATION OF AGREEMENT**

A certified copy of this Agreement may be recorded in the Deed Records of Dallas County, Texas.

**XIII.
INCORPORATION OF RECITALS**

The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein a part of this Agreement.

**XIV.
EXHIBITS**

All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

EXECUTED in duplicate originals this the 26th day of July, 2016.

LANCASTER ECONOMIC
DEVELOPMENT CORPORATION

By: 
Sandi Collier, Vice-President

I-20 Commerce Center, LLC

By: _____
Bradley D. Copeland,
It's: Manager

EXHIBIT A

LEGAL DESCRIPTION

BEING a tract of land situated in the Silas B. Runyon Survey, Abstract No. 1199, in the City of Lancaster, Dallas County, Texas, being part of a called 60.959 acre tract described in an Executor's Deed to Randy Justiss and Virginia A. Justiss, recorded in Instrument No. 200900077417, in the Deed Records of Dallas County, Texas (D.R.D.C.T.), said tract being more particularly described as follows:

COMMENCING at a 5/8-inch iron rod with cap stamped "BURY" found at the northwest corner of said Justiss tract, being an interior ell corner of a 25.334 acre tract described as "Tract Two", recorded in Instrument No. 201400276100, D.R.D.C.T.;

THENCE North 88 degrees 41 minutes 37 seconds East, with the north line of said Justiss tract and the most easterly south line of said "Tract Two", a distance of 1,280.00 feet to a 1/2-inch iron rod with red cap stamped "DAL-TECH" (hereinafter referred to as "with cap") set at the
POINT OF BEGINNING;

THENCE North 88 degrees 41 minutes 37 seconds East, with the north line of said Justiss tract and the most easterly south line of said "Tract Two", a distance of 269.85 feet to the most easterly northeast corner of said "Tract Two", same being the northwest of a 0.50 acre tract, recorded in Volume 2003174, Page 2320 (D.R.D.C.T.);

THENCE South 01 degree 06 minutes 23 seconds East, continuing with the north line of said Justiss tract and with the west line of said 0.50 acre tract, a distance of 10.00 feet to a 1/2-inch iron rod with cap set at the southwest corner of said 0.50 acre tract;

THENCE North 88 degrees 41 minutes 37 seconds East, continuing with the north line of said Justiss tract and with the south line of said 0.50 acre tract, a distance of 371.95 feet to a 1/2-inch iron rod found;

THENCE South 01 degree 06 minutes 23 seconds East, continuing with said north and south lines, a distance of 73.00 feet to a 1/2-inch iron rod found;

THENCE North 88 degrees 57 minutes 37 seconds East, continuing with said north and south lines, a distance of 196.69 feet to a 1/2-inch iron rod with cap set in the west line of Houston School Road (variable width right-of-way);

THENCE South 01 degree 08 minutes 04 seconds West, with the west line of said Houston School Road, a distance of 1,771.09 feet to a 1/2-inch iron rod with cap found in the proposed north line of Daniieldale Road (variable width right-of-way);

THENCE South 43 degrees 46 minutes 59 seconds West, departing said the west line of said Houston School Road and with said proposed north line of Daniieldale Road, a distance of 56.57 feet to a 1/2-inch iron rod with cap found;

THENCE South 88 degrees 57 minutes 56 seconds West, continuing with said proposed north line, a distance of 1,305.98 feet to the west line of said Justiss tract and the east line of the Amended Plat of Contract Freighters, Inc. Addition, an addition to the City of Lancaster, recorded in Volume 99155, Page 60 (D.R.D.C.T.);

THENCE North 01 degree 47 minutes 23 second East, departing said proposed north line and with the west line of said Justiss tract, same being the east line of said Contract Freighters Addition, a distance of 113.92 feet (not set creek);

THENCE North 08 degrees 45 minutes 20 seconds East, continuing with said west and east lines, a distance of 187.13 feet (not set creek);

THENCE North 08 degrees 23 minutes 26 seconds East, continuing with said west and east lines, a distance of 34.45 feet (not set creek);

THENCE North 07 degrees 18 minutes 11 seconds East, continuing with said west and east lines, a distance of 196.72 feet (not set creek);

THENCE North 11 degrees 20 minutes 56 seconds East, continuing with said west and east line, a distance of 90.12 feet (not set creek);

THENCE North 00 degree 53 minutes 54 seconds West, continuing with said west and east lines, a distance of 109.12 feet (not set creek);

THENCE North 15 degrees 05 minutes 35 seconds East, continuing with said west and east lines, a distance of 104.79 feet (not set creek);

THENCE North 07 degrees 43 minutes 26 seconds East, continuing with said west and east lines, a distance of 33.28 feet (not set creek);

THENCE North 06 degrees 31 minutes 20 seconds East, continuing with said west and east line, a distance of 721.93 feet to a one inch iron pipe found at the northeast corner of said Contract Freighters Addition, being an interior ell corner of said Justiss tract;

THENCE North 88 degrees 55 minutes 15 seconds East, a distance of 76.80 feet to a 1/2-inch iron rod with cap set;

THENCE North 42 degrees 34 minutes 05 seconds East, a distance of 300.95 feet to a 1/2-inch iron rod with cap set;

THENCE North 01 degree 18 minutes 23 seconds West, a distance of 100.00 feet to the POINT OF BEGINNING and containing 50.800 acres of land.

EXHIBIT B

LEGAL DESCRIPTION

BEING a tract of land situated in the Silas B. Runyon Survey, Abstract No. 1199, in the City of Lancaster, Dallas County, Texas, being part of a called 60.959 acre tract described in an Executor's Deed to Randy Justiss and Virginia A. Justiss, recorded in Instrument No. 200900077417, in the Deed Records of Dallas County, Texas (D.R.D.C.T.), said tract being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with cap stamped "BURY" found at the northwest corner of said Justiss tract, being an interior ell corner of a 25.334 acre tract described as "Tract Two", recorded in Instrument No. 201400276100, D.R.D.C.T.;

THENCE North 88 degrees 41 minutes 37 seconds East, with the north line of said Justiss tract and the most easterly south line of said "Tract Two", a distance of 1,280.00 feet to a 1/2-inch iron rod with red cap stamped "DAL-TECH" (hereinafter referred to as "with cap") set;

THENCE South 01 degree 18 minutes 23 seconds East, departing the north line of said Justiss tract and the most easterly south line of said "Tract Two", a distance of 100.00 feet to a 1/2-inch iron rod with cap set;

THENCE South 42 degrees 34 minutes 05 seconds West, a distance of 300.95 feet to a 1/2-inch iron rod with cap set;

THENCE South 88 degrees 55 minutes 15 seconds West, passing at a distance of 76.80 feet a one inch iron pipe found at the northeast corner Lot 2, Block A of the Amended Plat of Contract Freighters, Inc. Addition, an addition to the City of Lancaster, recorded in Volume 99155, Page 60 (D.R.D.C.T.), being an interior ell corner of said Justiss tract, and continuing with the north line of said Contract Freighters Addition and the most westerly south line of said Justiss tract, a total distance of 1,072.38 feet to a 5/8-inch iron rod found at the most westerly southwest corner of said Justiss tract, being a southeast corner of the aforementioned "Tract Two"

THENCE North 01 degree 07 minutes 54 seconds West, with a west line of said Justiss tract and an east line of said "Tract Two", a distance of 312.69 feet to the POINT OF BEGINNING and containing 8.745 acres of land.

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Sandi Collier, Vice-President of the Lancaster Economic Development Corporation, a Texas non-profit corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said corporation, and that he executed the same as the act of said corporation for the purpose and consideration therein expressed and in the capacity therein stated.

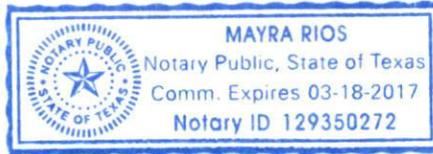
GIVEN UNDER MY HAND SEAL OF OFFICE this the 26th day of July, 2016.

Mayra Rios

Notary Public, State of Texas

My Commission Expires:

03-18-2017



LANCASTER CITY COUNCIL

City Council Regular Meeting

Item 13.

Meeting Date: 08/08/2016

Policy Statement: This request supports the City Council 2015-2016 Policy Agenda

Goal(s): Financially Sound Government

Submitted by: Opal Mauldin-Robertson, City Manager

Agenda Caption:

Discuss the proposed FY 2016-2017 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.

Background:

Pursuant to Truth-in-Taxation requirements, and following receipt of tax calculations from Dallas County Tax office, the governing body must take a record vote considering a tax-rate that results in an increase in total tax revenues from properties on the tax roll in the previous year. The governing body must also set and announce the date, time and location of any required public hearings to consider the tax rate.

On Monday, July 25, 2016 the Dallas Central Appraisal District released the Certified Values of properties within the City of Lancaster. This data was utilized to calculate the effective rate and roll back rates for the 2016/2017 fiscal year.

The City of Lancaster experienced an increase of 16.42% in taxable property values over the previous fiscal year values.

City of Lancaster Tax Rate Comparison (per \$100 assessed valuation)

Tax Rate Comparison	FY 2015/2016	FY 2016/2017
Certified Values	\$1,776,715,230	\$2,068,483,920
Rollback Tax Rate	\$0.933430	\$0.998083
Effective Tax Rate	\$0.811187	\$0.772284
Proposed Tax Rate	\$0.867500	\$0.867500

The City Manager's proposed budget will raise more total revenue from property taxes than last year's budget.

Recommendation:

Staff recommends that City Council take a record vote on the proposal to consider a tax rate that will result in an increase in total revenues from properties on the tax roll in the previous year. Council should also announce the date, time and location of the public hearing regarding the proposed tax rate. The first public hearing is scheduled for Monday, August 22, 2016 at 7:00 p.m. at the Lancaster Municipal Center, 211 North Henry Street, Lancaster, Texas 75146. The second public hearing is scheduled for Monday, August 29, 2016 at 7:00 p.m. at the Lancaster Municipal Center, 211 North Henry Street, Lancaster,

Texas 75146.

Attachments

Effective Tax rate Worksheet

2016 Effective Tax Rate Worksheet

City of Lancaster

Date: 07/29/2016 11:25 AM

1. 2015 total taxable value. Enter the amount of 2015 taxable value on the 2015 tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-third over-appraisal corrections from these adjustments. This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (will deduct taxes in Line 14). ¹	\$1,776,329,400
2. 2015 tax ceilings. Counties, cities and junior college districts. Enter 2015 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing units adopted the tax ceiling provision in 2015 or a prior year for homeowners age 65 or older or disabled, use this step. ²	\$0
3. Preliminary 2015 adjusted taxable value. Subtract Line 2 from Line 1.	\$1,776,329,400
4. 2015 total adopted tax rate.	\$0.867500/\$100
5. 2015 taxable value lost because court appeals of ARB decisions reduced 2015 appraised value. A. Original 2015 ARB Values.	\$140,110,250
B. 2015 values resulting from final court decisions.	\$126,758,880
C. 2015 value loss. Subtract B from A. ³	\$13,351,370
6. 2015 taxable value, adjusted for court-ordered reductions. Add Line 3 and Line 5C.	\$1,789,680,770
7. 2015 taxable value of property in territory the taxing unit deannexed after Jan. 1, 2015. Enter the 2015 value of property in deannexed territory. ⁴	\$18,890
8. 2015 taxable value lost because property first qualified for an exemption in 2016. Note that lowering the amount or percentage of an existing exemption does not create a new exemption or reduce taxable value. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost to freeport or goods-in-transit exemptions.	
A. Absolute exemptions. Use 2015 market value:	\$139,910
B. Partial exemptions. 2016 exemption amount or 2016 percentage exemption times 2015 value:	\$1,817,620
C. Value loss. Add A and B. ⁵	\$1,957,530
9. 2015 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2016. Use only properties that qualified in 2016 for the first time; do not use properties that qualified in 2015.	
A. 2015 market value:	\$56,530
B. 2016 productivity or special appraised value:	\$3,019

C. Value loss. Subtract B from A. ⁶	\$53,511
10. Total adjustments for lost value. Add lines 7, 8C and 9C.	\$2,029,931
11. 2015 adjusted taxable value. Subtract Line 10 from Line 6.	\$1,787,650,839
12. Adjusted 2015 taxes. Multiply Line 4 by Line 11 and divide by \$100.	\$15,507,871
13. Taxes refunded for years preceding tax year 2015. Enter the amount of taxes refunded by the taxing unit for tax years preceding tax year 2015. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2015. This line applies only to tax years preceding tax year 2015. ⁷	\$22,260
14. Taxes in tax increment financing (TIF) for tax year 2015. Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2016 captured appraised value in Line 16D, enter 0. ⁸	\$0
15. Adjusted 2015 taxes with refunds and TIF adjustment. Add Lines 12 and 13, subtract Line 14. ⁹	\$15,530,131
16. Total 2016 taxable value on the 2016 certified appraisal roll today. This value includes only certified values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 18). These homesteads include homeowners age 65 or older or disabled. ¹⁰	
A. Certified values:	\$2,068,483,920
B. Counties: Include railroad rolling stock values certified by the Comptroller's office:	\$0
C. Pollution control exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control property:	\$0
D. Tax increment financing: Deduct the 2016 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2016 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 21 below. ¹¹	\$0
E. Total 2016 value. Add A and B, then subtract C and D.	\$2,068,483,920
17. Total value of properties under protest or not included on certified appraisal roll. ¹²	
A. 2016 taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value. ¹³	\$5,964,811
B. 2016 value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about, but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value. ¹⁴	\$0

C. Total value under protest or not certified: Add A and B.	\$5,964,811
18. 2016 tax ceilings. Counties, cities and junior colleges enter 2016 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing units adopted the tax ceiling provision in 2015 or a prior year for homeowners age 65 or older or disabled, use this step. ¹⁵	\$0
19. 2016 total taxable value. Add Lines 16E and 17C. Subtract Line 18.	\$2,074,448,731
20. Total 2016 taxable value of properties in territory annexed after Jan. 1, 2015. Include both real and personal property. Enter the 2016 value of property in territory annexed. ¹⁶	\$0
21. Total 2016 taxable value of new improvements and new personal property located in new improvements. New means the item was not on the appraisal roll in 2015. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, 2015, and be located in a new improvement. New improvements do include property on which a tax abatement agreement has expired for 2016. ¹⁷	\$63,513,527
22. Total adjustments to the 2016 taxable value. Add Lines 20 and 21.	\$63,513,527
23. 2016 adjusted taxable value. Subtract Line 22 from Line 19.	\$2,010,935,204
24. 2016 effective tax rate. Divide Line 15 by Line 23 and multiply by \$100. ¹⁸	\$0.772284/\$100
25. COUNTIES ONLY. Add together the effective tax rates for each type of tax the county levies. The total is the 2016 county effective tax rate. ¹⁹	

A county, city or hospital district that adopted the additional sales tax in November 2015 or in May 2016 must adjust its effective tax rate. The Additional Sales Tax Rate Worksheet sets out this adjustment. Do not forget to complete the Additional Sales Tax Rate Worksheet if the taxing unit adopted the additional sales tax on these dates.

¹Tex. Tax Code Section 26.012(14)

²Tex. Tax Code Section 26.012(14)

³Tex. Tax Code Section 26.012(13)

⁴Tex. Tax Code Section 26.012(15)

⁵Tex. Tax Code Section 26.012(15)

⁶Tex. Tax Code Section 26.012(15)

⁷Tex. Tax Code Section 26.012(13)

⁸Tex. Tax Code Section 26.03(c)

⁹Tex. Tax Code Section 26.012(13)

¹⁰Tex. Tax Code Section 26.012(15)

¹¹Tex. Tax Code Section 26.03(c)

¹²Tex. Tax Code Section 26.01(c)

¹³Tex. Tax Code Section 26.04 and 26.041

¹⁴Tex. Tax Code Section 26.04 and 26.041

¹⁵Tex. Tax Code Section 26.012(6)

¹⁶Tex. Tax Code Section 26.012(17)

¹⁷Tex. Tax Code Section 26.012(17)

¹⁸Tex. Tax Code Section 26.04(c)

¹⁹Tex. Tax Code Section 26.04(d)

2016 Rollback Tax Rate Worksheet

City of Lancaster

Date: 07/29/2016

26. 2015 maintenance and operations (M&O) tax rate.	\$0.601200/\$100
27. 2015 adjusted taxable value. Enter the amount from Line 11.	\$1,787,650,839
28. 2015 M&O taxes.	
A. Multiply Line 26 by Line 27 and divide by \$100.	\$10,747,356
B. Cities, counties and hospital districts with additional sales tax: Amount of additional sales tax collected and spent on M&O expenses in 2015. Enter amount from full year's sales tax revenue spent for M&O in 2015 fiscal year, if any. Other taxing units enter 0. Counties exclude any amount that was spent for economic development grants from the amount of sales tax spent.	\$1,086,322
C. Counties: Enter the amount for the state criminal justice mandate. If second or later year, the amount is for increased cost above last year's amount. Other taxing units enter 0.	\$0
D. Transferring function: If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in H below. The taxing unit receiving the function will add this amount in H below. Other taxing units enter 0.	\$0
E. Taxes refunded for years preceding tax year 2015: Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2015. This line applies only to tax years preceding tax year 2015.	\$15,426
F. Enhanced indigent health care expenditures: Enter the increased amount for the current year's enhanced indigent health care expenditures above the preceding tax year's enhanced indigent health care expenditures, less any state assistance.	\$0
G. Taxes in TIF: Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2016 captured appraised value in Line 16D, enter 0.	\$0
H. Adjusted M&O Taxes. Add A, B, C, E and F. For unit with D, subtract if discontinuing function and add if receiving function. Subtract G.	\$11,849,104
29. 2016 adjusted taxable value. Enter Line 23 from the Effective Tax Rate Worksheet.	\$2,010,935,204
30. 2016 effective maintenance and operations rate. Divide Line 28H by Line 29 and multiply by \$100.	\$0.589234/\$100
31. 2016 rollback maintenance and operation rate. Multiply Line 30 by 1.08.	\$0.636372/\$100

<p>32. Total 2016 debt to be paid with property taxes and additional sales tax revenue. "Debt" means the interest and principal that will be paid on debts that:</p> <ul style="list-style-type: none"> (1) are paid by property taxes, (2) are secured by property taxes, (3) are scheduled for payment over a period longer than one year and (4) are not classified in the taxing unit's budget as M&O expenses. <p>A. Debt also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. List the debt in Schedule B: Debt Service.</p> <p>B. Subtract unencumbered fund amount used to reduce total debt.</p> <p>C. Subtract amount paid from other resources.</p> <p>D. Adjusted debt. Subtract B and C from A.</p>	<p>\$7,503,523</p> <p>\$0</p> <p>\$0</p> <p>\$7,503,523</p>
33. Certified 2015 excess debt collections. Enter the amount certified by the collector.	\$0
34. Adjusted 2016 debt. Subtract Line 33 from Line 32D.	\$7,503,523
35. Certified 2016 anticipated collection rate. Enter the rate certified by the collector. If the rate is 100 percent or greater, enter 100 percent.	100.00%
36. 2016 debt adjusted for collections. Divide Line 34 by Line 35	\$7,503,523
37. 2016 total taxable value. Enter the amount on Line 19.	\$2,074,448,731
38. 2016 debt tax rate. Divide Line 36 by Line 37 and multiply by \$100.	\$0.361711/\$100
39. 2016 rollback tax rate. Add Lines 31 and 38.	\$0.998083/\$100
40. COUNTIES ONLY. Add together the rollback tax rates for each type of tax the county levies. The total is the 2016 county rollback tax rate.	

A taxing unit that adopted the additional sales tax must complete the lines for the Additional Sales Tax Rate. A taxing unit seeking additional rollback protection for pollution control expenses completes the Additional Rollback Protection for Pollution Control.

2016 Additional Sales Tax Rate Worksheet

City of Lancaster

Date: 07/29/2016

41. Taxable Sales. For taxing units that adopted the sales tax in November 2015 or May 2016, enter the Comptroller's estimate of taxable sales for the previous four quarters. ¹ Taxing units that adopted the sales tax before November 2015, skip this line.	\$0
42. Estimated sales tax revenue. Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. ² Taxing units that adopted the sales tax in November 2015 or in May 2016. Multiply the amount on Line 41 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. ³ - or - Taxing units that adopted the sales tax before November 2015. Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	\$1,086,322
43. 2016 total taxable value. Enter the amount from Line 37 of the Rollback Tax Rate Worksheet.	\$2,074,448,731
44. Sales tax adjustment rate. Divide Line 42 by Line 43 and multiply by \$100.	\$0.052367/\$100
45. 2016 effective tax rate, unadjusted for sales tax. Enter the rate from Line 24 or 25, as applicable, on the Effective Tax Rate Worksheet.	\$0.772284/\$100
46. 2016 effective tax rate, adjusted for sales tax. ⁴ Taxing units that adopted the sales tax in November 2015 or in May 2016. Subtract Line 44 from Line 45. Skip to Line 47 if you adopted the additional sales tax before November 2015.	\$0.772284/\$100
47. 2016 rollback tax rate, unadjusted for sales tax. ⁵ Enter the rate from Line 39 or 40, as applicable, of the Rollback Tax Rate Worksheet.	\$0.998083/\$100
48. 2016 rollback tax rate, adjusted for sales tax. Subtract Line 44 from Line 47.	\$0.945716/\$100

¹Tex. Tax Code Section 26.041(d)

²Tex. Tax Code Section 26.041(i)

³Tex. Tax Code Section 26.041(d)

⁴Tex. Tax Code Section 26.04(c)

⁵Tex. Tax Code Section 26.04(c)

LANCASTER CITY COUNCIL

City Council Regular Meeting

Item 14.

Meeting Date: 08/08/2016

Policy Statement: This request supports the City Council 2016-2017 Policy Agenda

Goal(s): Professional & Committed City Workforce

Submitted by: Sorangel O. Arenas, City Secretary

Agenda Caption:

City Council shall convene into closed executive session pursuant to Section 551.072, Texas Gov't Code to deliberate the sale, acquisition or exchange of real property located east of Dallas Avenue, South of Pleasant Run Road, North of Beltline and West of Lancaster-Hutchins Road.

Background:

Executive Session matters.

LANCASTER CITY COUNCIL

City Council Regular Meeting

Item 15.

Meeting Date: 08/08/2016

Policy Statement: This request supports the City Council 2016-2017 Policy Agenda

Goal(s): Professional & Committed City Workforce

Submitted by: Sorangel O. Arenas, City Secretary

Agenda Caption:

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

Background:

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