



NOTICE OF REGULAR MEETING AGENDA
LANCASTER CITY COUNCIL
MUNICIPAL CENTER CITY COUNCIL CHAMBERS



211 N. HENRY STREET, LANCASTER, TEXAS

Monday, August 13, 2012 – 7:00 P.M.

CALL TO ORDER

INVOCATION: MINISTERIAL ALLIANCE

PLEDGE OF ALLEGIANCE: COUNCILMEMBER LASHONJIA HARRIS

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

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

- 1C. Consider approval of minutes from the City Council Regular Meeting held July 23, 2012.
- 2C. Consider Resolution 2012-08-56 approving the terms and conditions of the City owned T-hangar non-commercial lease from building 680 at the Lancaster Regional Airport.
- 3C. Consider Resolution 2012-08-57 approving the terms and conditions of the City owned T-hangar non-commercial lease from building 670 at the Lancaster Regional Airport.
- 4C. Consider Resolution 2012-08-58 authorizing the award of Bid 2012-42 to Aetna for employee medical administration with a Health Savings Account (HSA) option; and authorizing continuation with Aetna for dental administration; CIGNA 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.
- 5C. Consider Resolution 2012-08-59 authorizing the award of Bid 2012-28 for the purchase of ready-mix concrete to Redi-Mix Concrete.
- 6C. Consider Resolution 2012-08-60 authorizing the award of Bid 2012-32 for the purchase of asphalt to Austin Asphalt and APAC Texas, Inc.

- 7C. Consider Resolution 2012-08-61 authorizing the award of Bid 2012-36, an annual contract for mowing services (Code Enforcement properties) to T. Smith's Lawn Service.

PUBLIC HEARING:

8. Conduct a Public Hearing and discuss an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Beltline Ashmoore Public Improvement District; providing for: findings of benefits accrued, accepting five year service plan, recording final assessment onto tax roll, setting the assessment levy, establishing a method of payment and assessment due.
9. Conduct a Public Hearing and discuss an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Boardwalk Public Improvement District; providing for: findings of benefits accrued, accepting five year service plan, recording final assessment onto tax roll, setting the assessment levy, establishing a method of payment and assessment due.
10. Conduct a Public Hearing and discuss an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Glendover Estates Public Improvement District; providing for: findings of benefits accrued, accepting five year service plan, recording final assessment onto tax roll, setting the assessment levy, establishing a method of payment and assessment due.
11. Conduct a Public Hearing and discuss an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Lancaster Mills Public Improvement District; providing for: findings of benefits accrued, accepting five year service plan, recording final assessment onto tax roll, setting the assessment levy, establishing a method of payment and assessment due.
12. Conduct a Public Hearing and discuss an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Meadowview Public Improvement District; providing for: findings of benefits accrued, accepting five year service plan, recording final assessment onto tax roll, setting the assessment levy, establishing a method of payment and assessment due.
13. Conduct a Public Hearing and discuss an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Rolling Meadows Public Improvement District; providing for: findings of benefits accrued, accepting five year service plan, recording final assessment onto tax roll, setting the assessment levy, establishing a method of payment and assessment due.

14. Conduct a Public Hearing and discuss an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Tribute at Mills Branch and Tribute East at Mills Branch Public Improvement District; providing for: findings of benefits accrued, accepting five year service plan, recording final assessment onto tax roll, setting the assessment levy, establishing a method of payment and assessment due.

ACTION:

15. Discuss the proposed Fiscal Year 2012-2013 tax rate of \$ 0.8675 per \$100 assessed valuation; receive related tax calculation documents; and set Public Hearing on the proposed tax rate.

ADJOURNMENT

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

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

Certificate

I hereby certify the above Notice of Meeting was posted at the Lancaster City Hall on August 9, 2012 @ 5:00 pm and copies thereof were hand delivered to the Mayor, Mayor Pro-Tempore, Deputy Mayor Pro-Tempore and Council members.



Dolle K. Downe, TRMC
City Secretary

LANCASTER CITY COUNCIL
Agenda Communication for
August 13, 2012

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AG12-001

Consider approval of minutes from the City Council Regular Meeting held July 23, 2012.

Background

Attached for your review and consideration are minutes from the:

- City Council Regular Meeting held July 23, 2012

Prepared and submitted by:

Dolle K. Downe, City Secretary
August 3, 2012

MINUTES

LANCASTER CITY COUNCIL MEETING OF JULY 23, 2012

The City Council of the City of Lancaster, Texas, met in Regular session in the Council Chambers of City Hall on July 23, 2012 at 7:00 p.m. with a quorum present to-wit:

Councilmembers Present:

Mayor Marcus E. Knight
Walter Weaver
Stanley Jaglowski
Deputy Mayor Pro Tem James Daniels
LaShonjia Harris
Nina Morris

Councilmember Absent:

Mayor Pro Tem Marco Mejia

City Staff Present:

Opal Mauldin Robertson, City Manager
Sean Johnson, Parks and Recreation Director
Dori Lee, Human Resources Director
Ed Brady, Economic development Director
Sheree Haynes, Finance Director
Larry Flatt, Police Chief
Thomas Griffith, Fire Chief
Rona Stringfellow Govan, Managing Director Public Works / Development Services
Jim Brewer, Assistant Director Public Works / Development Services
Shwetha Pandurangi, City Engineer
Nathaniel Barnett, Senior Planner
Donald McKinney, Water/Wastewater Superintendent
Dawn Berry, Purchasing Agent
Dolle Downe, City Secretary
Robert E. Hager, City Attorney

Call to Order:

Mayor Knight called the meeting to order at 7:00 p.m. on July 23, 2012.

Mayor Knight called for a moment of silence to honor Lancaster Police Officer Dustin Dodson, killed in a traffic accident.

Invocation:

Pastor John Richardson with Zion Chapel gave the invocation.

Pledge of Allegiance:

Deputy Mayor Pro Tem Daniels led the pledge of allegiance.

Citizens Comments:

James Lewis, 818 Katy Street, stated that he is trying to get things done that will save the City money; commented that the City was in a number of lawsuits; stated that he wants to work with Council and be a decent citizen; urged others to use their right to vote, protest, speak and get things done the legal way.

Consent Agenda:

City Secretary Downe read the consent agenda.

- 1C. **Consider approval of minutes from the City Council Regular Meeting held July 9, 2012.**
- 2C. **Consider Resolution 2012-07-51 approving the terms and conditions of an Interlocal Agreement by and between the City of Lewisville, Texas, and the City of Lancaster for the cooperative purchase of goods and services.**
- 3C. **Consider Resolution 2012-07-52 approving the terms and conditions of a professional services agreement with Dal-Tech Engineering, Inc. to perform services in connection with the project known as Daniieldale Road Project for the reconstruction of Daniieldale Road from IH-35E to Houston School Road; water and wastewater improvements on Daniieldale Road from IH-35E to Houston School Road; and traffic signals and intersection improvements at Daniieldale Road and Houston School Road in an amount not to exceed \$637,770.**
- 4C. **Consider an ordinance repealing in part Ordinance No. 2003-12-42 concerning the land use assumptions and capital improvement plan for roadway impact fees, as set in said ordinance; providing for repeal, in part, of Ordinance No. 2007-11-54 concerning water and wastewater land use assumptions and capital improvement plans for water and wastewater, as set forth in said ordinance; and providing for an adoption of new land use assumptions and capital improvement plans.**

MOTION: Councilmember Morris made a motion, seconded by Councilmember Jaglowski, to approve consent items 1C - 4C. The vote was cast 6 for, 0 against [Mejia absent].

5. **Conduct a public hearing on updates to the Master Thoroughfare Plan and consider Resolution 2012-07-53 amending Land Use Assumptions and amending the Capital Improvement Plan [thoroughfare impact fee improvement program] for roadway impact fees; and providing for establishing a Public Hearing and date to consider amendments to the Roadway Impact Fees.**

Senior Planner Barnett requested that the written recommendations and minutes of the Planning and Zoning Commission acting as the Capital Improvements Advisory Committee (CIAC) as related to Roadway Impact Fees be entered into the record:

"PUBLIC HEARING

3. M12-05 Conduct a Public Hearing and consider the Proposed Roadway and Water/Wastewater Impact Fee Reports.

Senior Planner Nathaniel Barnett presented information regarding the study of impact fees for Roadway and Water/Wastewater. He acknowledged the presence of representatives from the consulting firms of Kimley-Horn & Associates (Roadway) and Freese & Nichols, Inc. (Water/Wastewater). Senior Planner Barnett briefed the commission on the sessions that had taken place and the documents that had been supplied to them regarding the studies. He mentioned that impact fees were allowed to be charged by municipalities in accordance with Chapter 395 of the Local Government

Code. The purpose of this meeting was for the commission to ask any further questions with regards to the draft studies that had been presented and make a recommendation to the City Council in regards to the information. The primary information that the commission was to look at were the population projections and the land use assumptions. This information would be utilized in the calculations for projected growth and usage of the infrastructure when determining the impact this growth would have and the cost associated with it. Based on those calculations, the impact fees could thus be determined. Senior Planner Barnett stated that a recommendation from Staff would not be made at this time but that the recommendation obtained from the commission along with their written comments, if any, would be used when making a recommendation to the City Council.

Chair Colton asked if the answer had been provided with regards to whether or not Red Oak charged impact fees for Water/Wastewater. Senior Planner Barnett stated that the consultants had informed him that they do not. Chair Colton asked if Red Oak was totally built out. It was stated that they are not. Chair Colton then asked whether impact fees had driven away any potential development. Senior Planner Barnett stated that he had not experienced a situation where impact fees had derailed any development project in the city. He also explained that impact fees are typically a nominal cost of development but not the major factor as developers usually have other measures to determine where to locate their projects.

Chair Colton opened the public hearing.

There were no speakers in favor of or opposed to the impact fee draft report.

James Fairchild, 1338 Cedar Oaks Blvd, Dallas, Texas, a student of at the University of Texas at Arlington, asked if a semi-annual report for the impact fees was available to the public. Senior Planner Barnett stated that the information for the report would be provided soon.

Chair Colton entertained a motion to close the public hearing.

Vice Chair Wright made the motion to close the Public hearing, seconded by Commissioner Mitchell.

AYES: COLTON, ELKINS, MITCHELL, PROTHRO, WRIGHT

NAYES: NONE

The motion carried 5-0.

Discussion of the Item:

The Commissioners expressed concerned that developers should pay their fair-share of the infrastructure growth of the city. Senior Planner Barnett stated that the maximum assessed fees that could be collected had decreased from the 2006/2007 Impact Fee Reports and that the Water/Wastewater impact fee would definitely have to decrease since the maximum assessable fee is lower than what is charged today.

Chair Colton asked the commissioners their thoughts on what their action should be. Everyone believed that an impact fee should be charged. It was determined that fees should not be raised and that the maximum for water/wastewater should be charged since it would be lower than what is being charged currently. The commissioners stated that they agreed with the report by the consultants and their findings and believed it should be adopted.

Chair Colton entertained a motion for the public hearing item.

A motion was made by Commissioner Prothro to recommend approval of the report as presented by the consultants and assess the maximum assessable fee but not increase any impact fee, and seconded by Vice Chair Wright.

AYES: COLTON, ELKINS, MITCHELL, PROTHRO, WRIGHT

NAYES: NONE

The motion carried 5-0."

Senior Planner Barnett stated that the roadway impact fee study must be updated every five years and as presented in the work session earlier, growth has slowed significantly thus projections are more conservative. Senior Planner Barnett noted that the annexed area has been included in the study and updates are necessary to the Land Use Assumptions and Capital Improvement Plan for roadways. Senior Planner Barnett stated that the maximum allowable fee for the three service areas did decrease. The Capital Improvements Advisory Committee (CIAC) and staff's recommendation is to adopt the study and Capital Improvement Plan for roadways and set the public hearing for August 27, 2012 to consider roadway impact fees.

Mayor Knight opened the public hearing.

Speaking were:

James Lewis, 818 Katy Street, asked if this was for roadway improvements. Mayor Knight stated that the matter before Council is the roadway impact fee study which considers historical and anticipated growth to help determine what rate should be set for roadway impact fees. Mr. Lewis asked how the fee was used. Mayor Knight stated that the fee is used for new development or renovation to existing structures that require additional meters.

Carolyn Morris, 887 Wintergreen, commented that the City did not need another fee and that Lancaster should be looking to grow; commented that when Triple Freeport was put into place, the City should have experienced more economic growth; stated that more economic development is needed and not just empty buildings along Pleasant Run Road; said the City has been taxed enough and Council should allow development without fees; asked if those rebuilding in the tornado area would pay impact fees; said Council should not send developers away.

Mayor Knight indicated that the recommended fees are in fact lower than what is currently in place and that Council would consider the roadway impact fee at the August 27, 2012 meeting.

There were no other speakers.

MOTION: Councilmember Morris made a motion, seconded by Councilmember Jaglowski, to close the public hearing. The vote was cast 6 for, 0 against [Mejia absent].

MOTION: Councilmember Weaver made a motion, seconded by Councilmember Jaglowski, to conduct the public hearing and consider the roadway impact fee on August 27, 2012.

City Manager Mauldin Robertson indicated that at this meeting, it is necessary to accept the study and adopt the resolution.

Councilmember Weaver withdrew his motion.

MOTION: Councilmember Morris made a motion, seconded by Deputy Mayor Pro Tem Daniels, to accept the Roadway Impact Fee Update Study as presented and adopt Resolution 2012-07-53 amending Land Use Assumptions and amending the Capital Improvement Plan [thoroughfare impact fee improvement program] for roadway impact fees; and set the Public Hearing for August 27, 2012 to consider amendments to the Roadway Impact Fees. The vote was cast 6 for, 0 against [Mejia absent].

6. Conduct a public hearing on updates to the Water and Wastewater Master Plans and consider Resolution 2012-07-54 amending Land Use Assumptions and amending the Capital Improvement Plan for Water and Wastewater; and providing for establishing a Public Hearing and date to consider amendments to the Water and Wastewater Impact Fees.

Senior Planner Barnett requested that the written recommendations and minutes of the Planning and Zoning Commission acting as the Capital Improvements Advisory Committee (CIAC) as related to Water and Wastewater Impact Fees be entered into the record. [The Capital Improvements Advisory Committee acted on both the Roadway and Water/Wastewater Impact Fees in the same item at their meeting; reference the recommendations and complete minutes under Item 5 above.]

Senior Planner Barnett stated that as previously presented in the earlier work session and similar to the study on roadway impact fees, growth has slowed significantly and projected growth for water and wastewater needs has been projected conservatively. The annexed area has been included in the study. The Capital Improvements Advisory Committee (CIAC) and staff's recommendation is to adopt the study and Capital Improvement Plan for water and wastewater and set the public hearing for August 27, 2012 to consider water/wastewater impact fees.

Mayor Knight opened the public hearing.

Speaking were:

James Lewis, 818 Katy Street, asked if this study was conducted every five years and if it would lower the City's water and sewer rates. Mayor Knight stated that the study provides information for Council to determine water/wastewater impact fees for future development in the City.

James Adams, 2003 Hash Road, stated that the study includes the newly annexed area, but the City does not provide any water or sewer or the area so how can they be charged; commented that the City has no plans to bring water to sewer to the area and there are no bar ditches and it just doesn't make sense; stated that there were indicators in cities that went bankrupt in California, yet the cities continued to overextend and be over budget; stated that Council should watch what they are doing.

There were no other speakers.

MOTION: Councilmember Morris made a motion, seconded by Councilmember Jaglowski, to close the public hearing. The vote was cast 6 for, 0 against [Mejia absent].

MOTION: Councilmember Morris made a motion, seconded by Councilmember Jaglowski, to accept the Water and Wastewater Master Plans as presented and adopt Resolution 2012-07-54 amending Land Use Assumptions and amending the Capital Improvement Plan for Water and Wastewater; and establishing a Public Hearing date of August 27, 2012 to consider amendments to the Water and Wastewater Impact Fees. The vote was cast 6 for, 0 against [Mejia absent].

7. **Discuss and consider an ordinance amending the Lancaster Code of Ordinances by repealing Chapter 14, Article 14.1700 "Storm Water Management" of the Lancaster Development Code in its entirety; amending Chapter 24, "Utilities," of the Lancaster Code of Ordinances by adopting Article 24.08, "Storm Water Management,"; renumbering the City of Lancaster's Storm Water Management Ordinance and adopting new provisions prohibiting illicit discharge into the City's Storm Water System and adopting new provisions providing post-construction Storm Water Guidelines.**

City Engineer Pandurangi stated that as discussed during the earlier work session, amendments to the existing storm water ordinance are necessary to include two sections regarding Illicit Discharge Prohibition and Elimination and Post-Construction Controls and Guidelines.

MOTION: Councilmember Morris made a motion, seconded by Councilmember Jaglowski, to approve the ordinance as presented. The vote was cast 6 for, 0 against [Mejia absent].

8. **Discuss and consider Resolution 2012-07-55 adopting City Council Goals and Objectives contained in the June 2012 City Council Retreat Report.**

Mayor Knight commented that the report contained goals and objectives as discussed at the Council's recent strategic planning session.

MOTION: Deputy Mayor Pro Tem Daniels made a motion, seconded by Councilmember Morris, to approve Resolution 2012-07-55 adopting City Council Goals and Objectives contained in the June 2012 City Council Retreat Report. The vote was cast 6 for, 0 against [Mejia absent].

Councilmember Morris thanked City staff and the Council for their time during strategic planning.

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

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July 23, 2012
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The meeting was adjourned at 7:28 p.m.

ATTEST:

APPROVED:

Dolle K. Downe, City Secretary

Marcus E. Knight, Mayor

LANCASTER CITY COUNCIL
Agenda Communication for
August 13, 2012

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AG12-002

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

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

Goal: Sound Infrastructure

Background

The City owns and leases five rows of T-hangars (building 660-700) of three different sizes based off aircraft wingspan. There are 92 units that the City rents for aircraft storage with end cap commercial spaces on the east end of each hangar row. The City T-hangars are near full occupancy most of the time. This agenda item brings forward a non-commercial lease agreement for Community T-hanger 680-106 (956 square feet) for a tenant, Mr. Ted Hirsch.

Considerations

- **Operational** - The City T-hangar non-commercial lease is used for private aircraft owners.
- **Legal** - The lease agreement was reviewed and approved as to form by the City Attorney.
- **Financial** - Lease rates vary based on size of the hangar. All rates were approved in the City's Master Fee Schedule. The monthly rate for this small size Community T-hangar is \$170.00 per month.
- **Public Information** – There are no public information requirements.

Options/Alternatives

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

Recommendation

Staff recommends approval of the resolution.

Attachments

- Resolution
- Exhibit "A" Lease Agreement

Prepared and submitted by:
Mark Divita, Airport Manager

Date: August 1, 2012

RESOLUTION NO. 2012-08-56

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

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

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

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

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

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

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

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 13th day of August 2012.

ATTEST:

APPROVED:

Dolle K. Downe, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



LANCASTER REGIONAL AIRPORT

Agreement for Lease of T-Hangar for Storage of Aircraft

Non-Commercial Tenants

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

I.

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

1. **Premises:** Hangar Row and Suite **680-106**, located at the Airport, and consisting of approximately 956 square feet ("Leased Premises").
2. **Uses:** The leased premises shall be used and occupied only for the storing of aircraft owned, leased, and/or legally operated by LESSEE and related equipment. The leased premises shall be used and occupied only for the personal, business, and/or private use of the LESSEE. LESSEE shall provide LESSOR with a copy of the FAA Certificate of Aircraft Registration for the aircraft to be stored under this agreement. If the registration is not in the name of LESSEE, a copy of a valid lease or other documentation showing a possessory interest in the aircraft shall be provided. LESSEE shall not store non-aviation items such as house hold goods in leased premises. LESSEE shall not use the leased premises for any on going business or commercial operations warehousing goods or services for sale to third parties.
3. **Term:** The term of this lease will be from month to month, beginning the _____ day of _____, 20 _____. Either party may cancel and terminate this agreement by serving thirty (30) days written notice of its election to do so.
4. **Rent:** LESSEE shall pay LESSOR as rent **\$170.00** per month, due and payable in advance on the first day of each month.

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

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

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

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

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

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

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

II.

STANDARD TERMS AND PROVISIONS

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

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

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

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

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

made.

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

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

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

3. **Compliance with Applicable Laws:** LESSEE shall comply with all applicable laws, ordinances, rules, regulations, and orders of any Federal, State, and City law governing the conduct of LESSEE'S activities on or about the premises.
4. **Alterations.** LESSEE shall make no structural or electrical changes or alterations, or construct any permanent additions or improvements, or do any work in connection therewith, on or about the premises without the prior written consent of the LESSOR'S Airport Manager, whose decision shall be final, and which consent shall not be unreasonably withheld. Any permanent improvements or additions to the leased premises shall be deemed to be fixtures and title to said improvements or additions shall vest in the LESSOR immediately upon completion of construction or attachment.
5. **Entry and Inspection:** LESSOR shall have the right to enter upon and inspect the premises from time to time during the term hereof, to make any repairs deemed necessary by the LESSOR for the safety, improvement, or preservation of the leased premises, without abatement of rent; provided however, that LESSOR shall not, during the course of any such inspection or repairs, unreasonably interfere with the LESSEE'S use and enjoyment of the premises. In lieu of an airport lock/key, LESSEE shall provide a copy of a key or lock combination to airport office.
6. **Services Furnished by LESSOR:** LESSOR shall furnish adequate utility power service for night time lighting. LESSOR assumes no liability to LESSEE for failures or interruptions of any and all services or utilities furnished to LESSEE when due to causes beyond the control of LESSOR, including but not limited to floods, fire, and power failures.
7. **Care of Premises by LESSEE:** LESSEE shall keep the leased premises in a safe, neat, clean, and presentable condition at all times and shall promptly repair any damage caused by LESSEE, its officers, agents, employees, or invitees.
8. **Indemnity and Hold Harmless:** LESSEE agrees to indemnify, defend, and hold LESSOR, its officers, agents, employees, or invitees harmless from and against all claims, demands, causes of actions, suits or judgments (including costs and expenses incurred in connection therewith) for injuries to persons or for loss or damage to property arising out of or in connection with the negligent or intentional

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LESSEE: Ted Hirsch

12247 Treeview Ln.

Farmers Branch, TX 75234

972-247-1679

twhiii@sbcglobal.net

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

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

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

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

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

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

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

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

CITY OF LANCASTER, LESSOR

LESSEE:

By: _____
Opal Mauldin Robertson,
City Manager

ATTEST:

Dolle K. Downe, City Secretary

LANCASTER CITY COUNCIL
Agenda Communication for
August 13, 2012

3

AG12-003

Consider a resolution approving the terms and conditions of the City owned T-Hangar non-commercial lease from building 670 at the Lancaster Regional Airport.

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

Goal: Sound Infrastructure

Background

The City owns and leases five rows of T-hangars (building 660-700) of three different sizes based off aircraft wingspan. There are 92 units that the City rents for aircraft storage with end cap commercial spaces on the east end of each hangar row. The City T-hangars are near full occupancy most of the time. This agenda item brings forward a non-commercial lease agreement for Community T-hanger 670-109 (1018 square feet) for a tenant, Mr. Arren Conner.

Considerations

- **Operational** - The City T-hangar non-commercial lease is used for private aircraft owners.
- **Legal** - The lease agreement was reviewed and approved as to form by the City Attorney.
- **Financial** - Lease rates vary based on size of the hangar. All rates were approved in the City's Master Fee Schedule. The monthly rate for this small size Community T-hangar is \$192.00 per month.
- **Public Information** – There are no public information requirements.

Options/Alternatives

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

Recommendation

Staff recommends approval of the resolution.

Attachments

- Resolution
- Exhibit "A" Lease Agreement

Prepared and submitted by:
Mark Divita, Airport Manager

Date: August 1, 2012

RESOLUTION NO. 2012-08-57

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE CITY OWNED T-HANGAR NON-COMMERCIAL LEASE FROM BUILDING 670 AT LANCASTER REGIONAL AIRPORT; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID LEASES; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 13th day of August 2012.

ATTEST:

APPROVED:

Dolle K. Downe, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



LANCASTER REGIONAL AIRPORT

Agreement for Lease of T-Hangar for Storage of Aircraft

Non-Commercial Tenants

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

I.

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

1. **Premises:** Hangar Row and Suite **670-109**, located at the Airport, and consisting of approximately 1,018 square feet ("Leased Premises").
2. **Uses:** The leased premises shall be used and occupied only for the storing of aircraft owned, leased, and/or legally operated by LESSEE and related equipment. The leased premises shall be used and occupied only for the personal, business, and/or private use of the LESSEE. LESSEE shall provide LESSOR with a copy of the FAA Certificate of Aircraft Registration for the aircraft to be stored under this agreement. If the registration is not in the name of LESSEE, a copy of a valid lease or other documentation showing a possessory interest in the aircraft shall be provided. LESSEE shall not store non-aviation items such as house hold goods in leased premises. LESSEE shall not use the leased premises for any on going business or commercial operations warehousing goods or services for sale to third parties.
3. **Term:** The term of this lease will be from month to month, beginning the _____ day of _____, 20 _____. Either party may cancel and terminate this agreement by serving thirty (30) days written notice of its election to do so.
4. **Rent:** LESSEE shall pay LESSOR as rent **\$192.00** per month, due and payable in advance on the first day of each month.

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

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

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

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

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

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

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

II.

STANDARD TERMS AND PROVISIONS

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

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

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

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

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

made.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LESSEE: Arren Conner

4107 Travis St.

Dallas, TX 75204

214-526-5079

arrenc@hotmail.com

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

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

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

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

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

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

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

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

CITY OF LANCASTER, LESSOR

LESSEE:

By: _____
Opal Mauldin Robertson,
City Manager

ATTEST:

Dolle K. Downe, City Secretary

LANCASTER CITY COUNCIL
Agenda Communication for
August 13, 2012

4

AG12-004

Consider a resolution authorizing the award of Bid No. 2012-42 to Aetna for employee medical administration with a Health Savings Account (HSA) option; and authorizing continuation with Aetna for dental administration, CIGNA 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.

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

**Goal 1: Financially Sound City Government
Goal 4: Professional & Committed Workforce**

Background

At the work session on August 6, City Council received a presentation and discussed employee insurance and options regarding the bid for employee health insurance.

The City of Lancaster is in its first renewal period with Aetna and has experienced significant claims cost since the start of the 2011/2012 plan year. At mid year, the City's loss ratio (paid claims ÷ paid premium) was above 200%. In preparation for a large renewal rate increase and to leverage negotiations for the 2012/2013 renewal, IPS Advisors assisted the City in releasing a request for proposal for health insurance.

Health Insurance

The City of Lancaster received bids from Aetna and United Healthcare. Although United Healthcare quoted, their proposed plans substantially deviated from our current plan of benefits and were uncompetitive with the Aetna offer. Aetna submitted a +19.6% increase which was renegotiated by IPS Advisors to +15.0%. This represents a \$310,884 total cost increase to the City.

The Human Resources Department, City Administration, Wellness Committee and insurance consultant (IPS Advisors, Inc.) have all evaluated the plan and contribution options in an effort to not only align the City with benchmarks, but to also identify

strategies to shift greater responsibility and accountability to employees and family members when purchasing health care.

A Health Savings Account (HSA) is an option many municipalities are using to achieve these goals and is recommended for Council consideration for 2012/2013. The HSA plan combines a high deductible health plan to cover serious illness with a tax preferred savings account to cover routine medical expenses. This is a fundamentally different strategy from the City's co-pay driven approach and will serve as a tool to uncover the true cost of health care, encourage efficient purchasing behaviors, mitigate costly/unnecessary health care expenses and promote health and wellness.

The recommended changes to the health plan for 2012/2013 plan year include:

- Implement a Health Savings Account (HSA) plan option alongside the current HMO and PPO plans. This HSA option contains a consumer directed plan design with a \$3,000 individual / \$6,000 family deductible. The plan has no medical or prescription co-pays, but would cover preventive services at 100% before the deductible is met. The City would utilize plan design savings to fund a total \$1,350 for employee only and \$2,700 for employee + dependent(s) annually to utilize for deductible expenses. Funding to the account would be divided into two installments during the year.
- It is also recommended to shift dependent subsidy for all health plans to a flat 50% subsidy level to better align with benchmarks. Additionally, a \$25 monthly premium cost increase is recommended to the employee only HMO coverage to encourage enrollment in the HSA.
- To help employees in the HSA navigate the health care system and locate high quality / low cost services, it is recommended to implement Compass Professional Health Services. The estimated cost of this service is \$5 per HSA enrolled employee per month.
- For the 2012/2013 plan year, it is recommended to continue the physician surcharge of \$25 a month to employees who do not have an annual physical by December 31, 2012. Over 90% of eligible employees participated in this program for the 2011/2012 plan year. Wellness visits are covered 100% and there is no cost to the employee.
- It is also recommended to continue the tobacco user surcharge of \$25 a month for employees who elect to use tobacco products. Human Resources assists employees on tobacco cessation options on a voluntary basis.

Dental Insurance

The City is currently in a two year rate guarantee for dental coverage with Aetna and the policy does not renew until October 1, 2013. No changes are recommended to benefits or rates at this time.

COBRA

The Consolidated Omnibus Budget Reconciliation Act (COBRA) federally mandates that employers provide certain former employees the right to temporary continuation of health benefits coverage at group rates. The City's COBRA services through Conexis renewed at no increase for the 2012/2013 fiscal year.

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 is currently in a three year rate guarantee with Discovery Benefits until October 1, 2014. No changes are recommended to the FSA at this time.

Ancillary Insurance

The City's Life and Disability Insurance programs are currently in a three year rate guarantee with Cigna until October 1, 2014. No changes are recommended to the plan at this time.

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. It is recommended to contract with Alliance Work Partners for the 2012/2013 plan year. Rates will be guaranteed for two years and results in a net increase of \$1,375.92 annually.

Considerations

- **Operational** – The HSA Plan option will require additional communication and administration efforts for employee education. Mandatory attendance at enrollment meetings would help ensure all employees eligible for benefits received a thorough benefits presentation and understanding of plan options.
- **Legal** - Current contracts will be amended to comply with provisions of the Patient Protection and Affordability Care Act of 2010. These contracts must be reviewed by IPS Advisors, the City Attorney and Human Resources. If authorized by the City Council, the City Manager will execute appropriate contracts following legal review.
- **Financial** - The total increase in employer cost for implementing the recommended changes is \$188,878.

▪ **Public Information**

- Bids were advertised on June 5 and 12, 2012 in the Focus Daily News.
- Bids were posted nationwide on the City's e-procurement system and the State of Texas website.
- Bids were opened on July 2, 2012 at 2:00 PM.
- Bids were reviewed by IPS Advisors July 3 - 24, 2012.

Options/Alternatives

1. Continue the Aetna program as is with no benefit changes and utilize the same employer premium subsidy percentages as the 2011/2012 plan year. The total cost of option 1 to the City of Lancaster is approximately \$254,752 and would be funding 81.9% of total premium costs.

2. Continue the program with Aetna, implement a third Health Savings Account plan option and fund \$1,184 for employee coverage and \$2,369 for family coverage. The City would switch its employer premium subsidy to fund 100% of the HSA employee only rate and apply a \$25 monthly employee only cost increase to the HMO and PPO plans. The dependent premium subsidy would also be adjusted to a flat 50% subsidy across all plans. The total cost of option 2 would be \$188,878.

Recommendation

Staff recommends implementation of Option 2 for the 2012/2013 plan year.

Attachments

- Resolution

Prepared and submitted by:
Dori Lee, Director of Human Resources

Date: August 7, 2012

RESOLUTION NO. 2012-08-58

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, AUTHORIZING THE AWARD OF BID NO. 2012-42 TO AETNA FOR MEDICAL ADMINISTRATION WITH A HEALTH SAVINGS ACCOUNT (HSA) OPTION AND AUTHORIZING CONTINUATION WITH AETNA FOR DENTAL ADMINISTRATION; CIGNA 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 award of Bid No. 2012-42 to Aetna for medical administration with a Health Savings Account (HSA) option; authorizes renewal of dental, disability and life insurance with Aetna, Cigna, Discovery, Conexis, and Alliance in accordance with fiscal year 2011-2012 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 13th day of August 2012.

APPROVED:

Marcus E. Knight, Mayor

ATTEST:

Dolle K. Downe, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

LANCASTER CITY COUNCIL
Agenda Communication for
August 13, 2012

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AG12-005

Consider a resolution authorizing the award of Bid 2012-28 for the purchase of ready-mix concrete to Redi-Mix Concrete.

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

**Goal: Sound Infrastructure
Financially Sound City Government**

Background

The concrete to be purchased from this contract will be used by the Street Department for daily maintenance and repairs to the City's street infrastructure.

Considerations

- **Operational** – The award of the annual bid will streamline and enhance purchases by reducing personnel costs required in obtaining quotes and delays for purchases as needed. The annual bid also promotes competitive pricing for repair materials in an effort to be good stewards of our financial resources.
- **Legal** – The bid was processed in accordance with all local and state purchasing statutes. One bid was received and the vendor did not have a MWBE certification. The contract is for one year and should be awarded by unit price. The total amount of the award is estimated and the actual expenditures may be more or less depending on actual needs. The price per unit will not change.
- **Financial** – Funding for this project has been approved in the current year's budget. Expenditures will not exceed funds appropriated and funds will be committed at issuance of a purchase order.
- **Public Information** – Bids were posted on the City's electronic procurement system and advertised in the Focus Daily News on April 26 and May 3, 2012.

Options/Alternatives

1. Council may approve the resolution and award the bid as presented.
2. Council may reject the bid and direct staff.

Recommendation

Staff recommends approving the resolution and awarding the bid to the lowest responsible bidder as presented.

Attachments

- Resolution
- Tab Sheet – Exhibit A

Prepared and submitted by:

Dawn Berry, Purchasing Agent

Rona Stringfellow, Managing Director of Public Works and Development Services

Date: July 9, 2012

RESOLUTION NO. 2012-08-59

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, AUTHORIZING THE AWARD OF BID #2012-28 FOR THE PURCHASE OF READY-MIX CONCRETE TO REDI-MIX CONCRETE; AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER PURSUANT TO APPROVAL; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary to make repairs to the streets, alleys and sidewalks throughout the City; and

WHEREAS, the City Council of the City of Lancaster desires to purchase concrete for repairs and maintenance of the City's infrastructure.

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

SECTION 1. The City Council hereby authorizes the award of a unit price bid 2012-28 for ready-mix concrete from Redi-Mix Concrete. Unit prices are attached by reference as Exhibit "A".

SECTION 2. The City Manager or designee is authorized to issue appropriate purchase orders in conformity herewith.

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

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

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

DULY PASSED AND APPROVED by the City Council of the City of Lancaster, Texas, on this the 13th day of August 2012.

ATTEST:

APPROVED:

Dolle K. Downe, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

Exhibit A: Tab Sheet

Bid Request Number
Title
Description
Bid Type
Issue Date
Close Date

2012-28 Addendum 1
 Concrete - Annual Contract

 ITB
 4/26/2012 8:00:00 AM Central
 6/7/2012 3:00:00 PM Central

Specification Responses

Redi-Mix Concrete

Line	Description	UOM	QTY	Unit
1	READY MIX CONCRETE	PKG	1	\$420,400.00
1.1	4000 PSI - Minimum of 6 sacks of cement per cubic yard which will develop a compressing strength of 4,000 pounds per square inch in twenty eight (28) days. Must be mixed at plant.	CU YDS	4500	\$82.00
1.2	4500 PSI - Minimum of 6 1/2 sacks of cement per cubic yard, which will develop a compressing strength of 4,500 pounds per square inch in twenty eight (28) days. Must be mixed at plant.	CU YDS	100	\$84.00
1.3	5000 PSI - Minimum of 7 sacks of cement per cubic yard, which will develop a compressing strength of 5000 pounds per square inch in twenty eight (28) days. Must be mixed at plant.	CU YDS	500	\$86.00

Total

LANCASTER CITY COUNCIL
Agenda Communication for
August 13, 2012

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AG12-006

Consider a resolution authorizing the award of Bid 2012-32 for the purchase of asphalt to Austin Asphalt and APAC Texas, Inc.

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

**Goal: Sound Infrastructure
Financially Sound City Government**

Background

The asphalt to be purchased from this contract will be used by the Street Department for daily maintenance and repairs to the City's street infrastructure.

Due to the location and availability of product, staff is requesting an award be made to both vendors. APAC's Sunnyvale Plant is closer and is more cost effective when picking up product. However, the type of product needed is not always available from this plant. By awarding the contract to both, staff will optimize their purchases and still maintain contract purchases.

Considerations

- **Operational** - The award of the annual bid will streamline and enhance purchases by reducing personnel costs required in obtaining quotes and delays for purchases as needed. The annual bid also promotes competitive pricing for repair materials in an effort to be good stewards of taxpayer dollars.
- **Legal** - The bid was processed in accordance with all local and state purchasing statutes. Two bids were received and neither vendor has a MWBE certification. The contract is for one year and should be awarded by unit price. The total amount of the award is estimated and the actual expenditures may be more or less depending on actual needs. The price per unit will not change.
- **Financial** - Funding for this project has been approved in the current year's budget. Expenditures will not exceed funds appropriated and funds will be committed at issuance of a purchase order.

- **Public Information** – Bids were posted on the City's electronic procurement system and advertised in the Focus Daily News on April 26 and May 3, 2012. Bids were opened on June 7, 2012.

Options/Alternatives

1. Council may approve the resolution and award the bid as presented.
2. Council may reject the bid and direct staff.

Recommendation

Staff recommends approving the resolution and awarding the bid to the lowest responsible bidders as presented.

Attachments

- Resolution
- Tab Sheet – Exhibit A

Prepared and submitted by:

Dawn Berry, Purchasing Agent

Rona Stringfellow, Managing Director of Public Works and Development Services

Date: July 31, 2012

RESOLUTION NO. 2012-08-60

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, AUTHORIZING THE AWARD OF BID #2012-32 FOR THE PURCHASE OF ASPHALT TO AUSTIN ASPHALT AND APAC-TEXAS; AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER PURSUANT TO APPROVAL; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary to make repairs to the streets, alleys and sidewalks throughout the City; and

WHEREAS, the City Council of the City of Lancaster desires to purchase asphalt for repairs and maintenance of the City's infrastructure.

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

SECTION 1. The City Council hereby authorizes the award of a unit price bid 2012-32 for asphalt from Austin Asphalt and APAC-Texas. Unit prices are attached by reference as Exhibit "A".

SECTION 2. The City Manager or designee is authorized to issue appropriate purchase orders in conformity herewith.

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

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

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

DULY PASSED AND APPROVED by the City Council of the City of Lancaster, Texas, on this the 13th day of August 2012.

ATTEST:

APPROVED:

Dolle K. Downe, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

Tab Sheet

Exhibit A

Bid Request Number
Title

2012-32 Addendum 1
Asphalt

Bid Request Number

2012-32 Addendum 1

Specification Responses				Leston Plant		Sunnyvale Plant
				Austin Asphalt	APAC-Texas, Inc.	APAC-Texas, Inc.
Line	Description	UOM	QTY	Unit		Unit
1.1	TYPE "B" ASPHALT, FINE GRADED BASE COURSE, PRICE PER TON FOR PICK UP, SPEC #340.4	TONS	400	\$47.00	\$58.00	\$56.00
1.2	TYPE "D" ASPHALT, FINE GRADED BASE COURSE, PRICE PER TON FOR PICK UP, SPEC #340.4 **BIN 3 NO ROCKS LARGER THAN 3/8".	TONS	5000	\$53.00	\$58.00	\$56.00
1.3	ALTERNATE - DELIVERED TYPE "B" ASPHALT, FINE GRADED BASE COURSE, SPEC #340.4+B1:B8	TONS	400	\$53.57	\$66.00	\$64.00
1.4	ALTERNATE - DELIVERED TYPE "D" ASPHALT, FINE GRADED BASE COURSE, SPEC #340.4 **BIN 3 NO ROCKS LARGER THAN 3/8".	TONS	5000	\$59.57	\$66.00	\$64.00

LANCASTER CITY COUNCIL
Agenda Communication for
August 13, 2012

7

AG12-007

Consider a resolution authorizing the award of Bid 2012-36 an annual contract for mowing services (Code Enforcement properties) to T. Smith's Lawn Service.

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

Goal: Healthy, Safe & Vibrant Neighborhoods

Background

This bid is for mowing, trimming, trash/debris removal, draining of pools/spas, removal of dilapidated fencing, graffiti removal, and securement of doors/windows of private properties that are found in violation of City codes. This request includes estimated requirements for mowing services for code enforcement purposes in daily operations. The total amount of the award is estimated, and the actual expenditures may be more or less depending on actual needs. The price per unit will not change during the term of the contract.

Considerations

- **Operational** – The contract is awarded for a period of one year with the option to renew for an additional two, one-year periods. Pricing shall remain firm for the year and the vendor will have the option to request an increase based on the Dallas / Fort Worth Consumer Price Index. Approval of this bid will allow staff to process orders for mowing services in a timely manner, as it alleviates the need for staff to obtain quotes and locate a vendor.
- **Legal** – This bid was processed in accordance with all local and state purchasing statutes. Five bids were received and one was an MWBE vendor.
- **Financial** – Funding for this project has been approved in the current year's budget. Expenditures will not exceed funds appropriated. Funds will be committed at the time of invoice payment. A lien is placed on each account/property and collections help offset the expenditures.
- **Public Information** - Bids were advertised in the Focus Daily News on May 25 and June 1, 2012. Bids were posted on the City's electronic procurement system and a pre-bid meeting was held on June 7, 2012. Bids were opened on June 18, 2012. Four responses were received and none of the responding vendors are M/WBE certified.

Options/Alternatives

1. Council may approve the resolution and award the bid as presented.
2. Council may reject the bid and direct staff.

Recommendation

Staff recommends approving the resolution and awarding the bid to T. Smith's Lawn Service.

Attachments

- Resolution
- Contract
- Tab Sheet

Prepared and submitted by:

Dawn Berry, Purchasing Agent

Rona Stringfellow, Managing Director of Public Works and Development Services

Date: July 30, 2012

RESOLUTION NO. 2012-08-61

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, AUTHORIZING THE AWARD OF BID 2012-36 AN ANNUAL CONTRACT FOR MOWING SERVICES (CODE ENFORCEMENT PROPERTIES) TO T. SMITH'S LAWN SERVICE; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT PURSUANT TO APPROVAL; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Terry Smith d/b/a T. Smith's Lawn Service will provide mowing services for all code enforcement properties for the City of Lancaster; and

WHEREAS, the City Council of Lancaster, Texas, desires to contract with T. Smith's Lawn Service;

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

- Section 1.** The City Council hereby approves and authorizes the procurement of mowing services as described in Bid 2012-36 to Terry Smith d/b/a T. Smith's Lawn Service for the unit prices stated and pursuant to the bid proposal acknowledgement, attached hereto and incorporated herein by reference as Exhibit "A".
- Section 2.** The City Manager is authorized to execute the contract, which is attached hereto and incorporated herein as Exhibit "B".
- Section 3.** Any prior Resolution of the City Council in conflict with the provisions contained in this Resolution is hereby repealed and revoked.
- Section 4.** Should any part of this Resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.
- Section 5.** This Resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 13th day of August 2012.

ATTEST:

APPROVED:

Dolle K. Downe, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

City of Lancaster, Texas (Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Dawn Berry Purchasing Agent	Address	PO Box 940	Address
Email	dberry@lancaster-tx.com		Lancaster, TX 75146	
Phone	(972) 218-1329	Contact	Dawn Berry	Contact
Fax	(972) 218-3621		Purchasing Agent	
			Purchasing	Department
Bid Number	2012-36	Department		Building
Title	Mowing Services - Code Enforcement Properties	Building		
Bid Type	ITB	Floor/Room		Floor/Room
Issue Date	05/24/2012	Telephone	(972) 218-1329	Telephone
Close Date	6/18/2012 10:00:00 AM CST	Fax	(972) 218-3621	Fax
Need by Date		Email	dberry@lancaster-tx.com	Email

Supplier Information	
Company	T. Smith's Lawn Service
Address	1126 Oak Bluff
	Lancaster, TX 75146
Contact	
Department	
Building	
Floor/Room	
Telephone	1
Fax	1
Email	
Submitted	6/17/2012 8:39:56 PM CST
Total	\$80,235.00

Signature _____

Supplier Notes _____

Bid Notes _____

Bid Activities		
Date	Name	Description
5/25/2012 8:00:00 AM	Week 1	Week 1 Advertisement1 - Focus News
6/1/2012 1:00:00 AM	Week 2	Week 2 Advertisement1 - Focus News
6/7/2012 2:00:00 PM	Pre Bid Meeting	A pre-bid meeting will be held at: <p>City Hall, Council Chambers 211 N. Henry, Lancaster, TX 75146

Bid Messages

Date	Subject	Message
06/04/12	Reminder:	A pre-bid meeting will be held Thursday at 2:00 PM at City Hall, 211 N. Henry.

Please review the following and respond where necessary

#	Name	Note	Response
1	Questions	All questions shall be addressed to Dawn Berry, Purchasing Agent via email at purchasing@lancaaster-tx.com.	Agree
2	Server Time	Server Time is located in the top right corner of the screen. Please ensure you have registered and selected the appropriate time zone. All bids are due Central Time.	Understood
3	Errors	The system checks for errors upon submittal. If you have not completed a required attribute, the system will not accept your bid. Please do not wait until 5 minutes before the response is due. If you have an error, you may not have time to correct and re-submit. Please see either of the help documents located at: www.lancaaster-tx.com/bid .	Understood
4	Late Submission	Bids/RFQs are not accepted after the closing date and time. The City of Lancaster is not responsible computer, mail or carrier issues/problems. The server time located in the top right corner of this software is the official clock. It is the responsibility of the user to ensure you have chosen the correct time zone for your company.	Understood
5	T&C Acknowledgement	I have read and agree to the terms and conditions of this bid.	Agreed
6	Bid Acknowledgement	Bidder affirms that they have read and understand all requirements of this proposal. Additionally, the bidder affirms that they are duly authorized to execute this contract and that this company has not prepared this proposal in collusion with any other proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the bidder nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this type of business prior to the official opening of this proposal.	Agreed
7	County	What county is your principal place of business located?	Dallas
8	Payment Terms	1. The City of Lancaster's payment terms are Net 30.	(No Response Required)
9	Company Ownership	Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.	no
10	Litigation with City of Lancaster	Is your firm involved in any litigation (past or pending) with the city of Lancaster? If yes, please provide details.	no
11	Electronic Payment	If you would like your payment sent electronically (EFT), please provide your accounts receivable contact information. Please provide name and email.	Terrence Smith tdsmith72@sbcglobal.net

12	Open Records Act	All responses will be maintained confidential until award is finalized. At that time, all proposals are subject to the Open Records Act.	Agreed
13	NEPOTISM STATEMENT	The Bidder, Proposer, or any officer, shall state whether Bidder or Proposer has a relationship, either by blood or marriage, with any official or employee of the City of Lancaster.	Not Related
14	Contract Clause	Bidder affirms that submittal of this bid, and when properly accepted by the City of Lancaster, shall constitute a contract equally binding between the successful bidder and the City. No different or additional terms will become a part of this contract with the exception of change orders.	Agreed
15	Immigration	Employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the US) and aliens authorized to work in the US. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.	(No Response Required)
16	Cooperative Agreement	Should other Government Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications, and pricing would apply? If you, the Vendor checked yes, the following will apply: Government entities utilizing Inter-Governmental Contracts with the City of Lancaster will be eligible, but not obligated, to purchase materials/services under this contract(s) awarded as a result of this bid. All purchases by Governmental Entities other than the City of Lancaster will be billed directly to that Governmental Entity and paid by that Governmental Entity. The City of Lancaster will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their own material/service as needed.	Yes
17	Reciprocal Information 1	The City of Lancaster, as a governmental agency of the State of Texas, may not award a contract for general construction, improvements, services or public works projects or purchases of supplies, materials, or equipment to a non-resident bidder unless the non-resident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder to obtain a comparable contract in the state in which the non-resident's principal place of business is located (Article 601g v.t.c.s.). Bidder shall answer all the following questions by encircling the appropriate response or completing the blank provided. <p>**Where is your principal place of business?	Texas
18	Reciprocal Information 2	For Businesses not located in Texas, does your state favor resident bidders (bidders in your state) by some dollar increment or percentage?	N/A
19	Reciprocal Information 3	If Yes, What is the dollar increment or percentage?	0
20	MWBE 1	Is your company M/WBE or HUB certified?	No
21	MWBE 2	If yes, what is your certification number?	

22	MWBE 3	If yes, what agency completed the certification?	
23	MWBE 4	If yes, what is the expiration date of your certification?	
24	Notification	How did you here about this bid opportunity?	e-pro
25	Plan Room - Other	If yes for a plan room or other, please list which plan room or other means of notification.	
26	One Year - 2 Renewals	Length of this contract shall be for one (1) full year with the option to renew the contract for two additional one-year periods. Both parties must be in agreement.	Agree
27	Price Increases	Prices are firm for the first year. Any price increase after year one, must be justified and documentation submitted. Price increases may not exceed the current Consumer Price Index (U) for the D/FW Region.	Agree
28	Response Term	Responses shall be valid for ninety (90) calendar days after the opening date and shall constitute an irrevocable offer to the City of Lancaster for the 90 calendar day period. The 90 calendar day period may be extended by mutual agreement of the parties.	Agree
29	Terminology	Throughout this document, the terms Contractor, Bidder, Proposer, and/or Vendor may be used interchangeably. Reference to any of these terms throughout this document should be construed by the reader as meaning any bidder for the products/services being requested (e.g., Bidder, Proposer); or the bidder who has been awarded a bid/RFQ or contract (e.g., Contractor, Vendor).	Agree
30	Bid Bond	A bid bond in the amount of \$2500 is required for this project. Please scan and attach a copy to this bid. Please mail original to: City of Lancaster - Attn: Purchasing - PO Box 940 - Lancaster, TX 75146.	Agree
		A Sample is attached for reference.	

Line Items

#	Qty	UOM	Description	Response
1	450	Lots	Mowing, trimming/weedeating of vacant residential lots priced on a per lot basis. Includes mowing, trimming/weedeating of alley or easement to the midline of said alley or easement from 12 inches in height and above.	\$27.00
			Item Notes:	
			Supplier Notes:	
2	350	EA	Same as item 1, except with a house on the lot, priced on a per lot basis. Includes mowing, trimming/weedeating of alley or easement to the midline of said alley or easement from 12 inches in height and above.	\$27.00
			Item Notes:	
			Supplier Notes:	
3	50	Acres	Mowing, trimming of property in excess of one (1) acre (43,560 sq. ft.) priced on a per acre basis from 12 inches in height and above, and the removal of any and all loose blowing trash after or before being mowed.	\$35.00
			Item Notes:	
			Supplier Notes:	
4	75	Lots	The mowing, trimming/weedeating of an alley or easement to the midline of said alley or easement from 12 inches in height and above.	\$10.00
			Item Notes:	
			Supplier Notes:	
5	600	Loads	The hauling of trash, debris, and rubbish shall be bid on a per load (6' x 16' x 4' utility trailer) basis and is to include: labor, vehicle, machinery and disposal cost. Contractor must provide disposal ticket from landfill to be paid – No Exceptions.	\$60.00
			Item Notes:	
			Supplier Notes:	
6	750	Hours	Per hour charge for miscellaneous cleaning of trash, debris, rubbish, mowing or weedeating between rights-of-way/easements and private property lines. No additional charges shall apply unless approved by Contract Manager or his designee.	\$20.00
			Item Notes:	
			Supplier Notes:	

7	750	Hours	Per hour charge for miscellaneous cleaning of trash, debris, rubbish, mowing or weedeating between rights-of-way/easements and private property lines. No additional charges shall apply unless approved by Contract Manager or his designee.	
		Item Notes:		
		Supplier Notes:		
8	50	EA	The securement of windows in both residential and commercial structures on a per window basis. Opening securement materials to be plywood and attached with screws.	\$15.00
		Item Notes:		
		Supplier Notes:		
9	20	EA	The securement of Doors in both residential and commercial structures on a per Door basis. Opening securement materials to be plywood and attached with screws.	\$20.00
		Item Notes:		
		Supplier Notes:		
10	5	EA	The securement of Garage Doors in both residential and commercial structures on a per Garage Door basis. Opening securement materials to be plywood and attached with screws.	\$60.00
		Item Notes:		
		Supplier Notes:		
11	10	Lots	Pumping of swimming pools on a per lot charge that includes labor hours. All excess water to be disposed of in the sanitary sewer on the particular lot.	\$100.00
		Item Notes:		
		Supplier Notes:		
12	10	Lots	Pumping of hot tubs and spas on a per lot charge that includes labor hours. All excess water to be disposed of in the sanitary sewer on the particular lot.	\$30.00
		Item Notes:		
		Supplier Notes:		
13	10	Lots	Pumping of hot tubs and spas on a per lot charge that includes labor hours. All excess water to be disposed of in the sanitary sewer on the particular lot.	
		Item Notes:		
		Supplier Notes:		

14	10	Lots	Removal of construction materials and the backfill of any open ditches to a smooth surface to be mowed and properly drained condition.	\$50.00
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Item Notes:

Supplier Notes:

15	1	EA	Dilapidated fence removal on a per fence section cost to include labor and dumping charges. Average size 6' section.	\$10.00
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** Unit price is the cost to remove and haul 1 six foot section of fence **

Item Notes: Average use is 10 lots

Supplier Notes:

16	75	Lots	Remove graffiti from fences, concrete and/or houses. Removal technique depends on material.	\$25.00
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Item Notes:

Supplier Notes:

Response Total:		\$80,235.00
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**CITY OF LANCASTER, TEXAS
MOWING SERVICE AGREEMENT**

This Agreement is made by and between the City of Lancaster, Texas, a home-rule municipality (hereinafter referred to as the "City") and Terrance Smith d/b/a T. Smith Lawn Service, a solo proprietorship (hereinafter referred to as the "Provider") for Mowing Services – Code Enforcement Properties, Bid #2012-36 (hereinafter referred to as the "Services"), the City and the Provider hereby agree as follows:

This agreement ("Agreement") is made by and between the City of Lancaster, Texas ("City") and Provider acting by and through their authorized representative.

RECITALS:

WHEREAS, the City desires to obtain mowing and maintenance services from Provider in accordance with the bid specifications attached hereto as Exhibit A ("Bid Specifications"); and

WHEREAS, Provider desires to provide services to City in accordance with its response to Bid Specifications attached hereto as Exhibit A;

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I: TERM

Term of this Agreement shall be for a period of one (1) year effective upon execution and shall automatically renew for two (2) successive one (1) year terms unless either party provides ninety (90) days written notice to the other party delivered by certified mail prior to the expiration after current term.

ARTICLE II: SCOPE OF SERVICES

Provider agrees to provide City with the services in accordance with the Bid Specifications and the Response to Bid set forth in Exhibit "A". In the event of any conflict between the Bid Specifications and the Response, the Bid specifications shall control. In the event of any conflict between the Bid Specifications and this Agreement, this Agreement shall control.

ARTICLE III: COMPENSATION

City agrees to pay Provider at unit prices set forth in the Response to Bid (Exhibit A) and payable per invoice received. Provider shall be responsible to provide all necessary hardware, equipment, and personnel for the services provided herein without additional cost to the City. Notwithstanding any of its other provisions, this Agreement is subject to appropriation of funds by the Lancaster City Council and shall be automatically terminated in any fiscal year for which adequate funding is not appropriated.

ARTICLE IV: SUSPENSION OF WORK

The City shall have the right to immediately suspend work by the Provider if the City determines in its sole discretion that the Company has, or will fail to perform, in accordance with this Agreement. In such event, any payments due Provider shall be suspended until the Provider has taken satisfactory corrective action.

ARTICLE V: INSURANCE

Provider shall not commence any work pursuant to this Agreement until such time as Provider has satisfied the insurance requirements set forth herein. Provider shall during the term of this Agreement require its subcontractors and independent Providers to comply with the insurance requirements set forth herein. Provider shall during the term of this Agreement or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificates of insurance shall contain the following provisions:

- (a) Name the City, its officers, agents and employees as additional insured as to all applicable coverage with exception of worker's compensation insurance;
- (b) Provide for at least thirty (30) days prior written notice to City for cancellation, nonrenewal, or material change of insurance;

- (c) Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other lost to the extent the same is covered by the proceeds of insurance.

Types of Required Insurance

1. **Commercial General Liability:** \$1,000,000.00 combined single limit per occurrence for Fire Damage, Medical Expenses, Personal & Advertising Injury, General Aggregate and Products–Completed Operations Aggregate. This policy shall have no coverage removed by exclusions.
2. **Automobile Liability:** \$500,000.00 combined single limit per accident for bodily injury and property damage. Coverage should be provided as a "Code 1," any auto.
3. **Worker's Compensation and Employers' Liability:** *Statutory.*

Miscellaneous Provisions

1. Deductibles, of any type, are the responsibility of the vendor/Provider
2. All insurance companies providing required insurance shall be authorized to transact business in Texas and shall be rated at least "A" by AMBEST or other equivalent rating service. A certificate of insurance evidencing the required insurance shall be submitted to the City prior to the commencement of any work.
3. Provider shall provide the City with a copy of the insurance endorsement page(s), listing the City as an additional insured.

ARTICLE VI: SUBCONTRACTING

Provider may, upon approval by City, enter into subcontracts for the performance of services herein within certain designated service areas within the City. Request for approval of subcontractors, equipment, and contract service areas must be submitted in writing to the City. The City shall respond to such request within ten (10) business days of the receipt of such requests. To be considered for approval, all subcontractors must be qualified as to all the provisions of this Contract, and must comply with all applicable state and local laws and ordinances of the City. Approval of subcontractors shall not relieve the Provider of its responsibilities hereunder.

It is understood and agreed that the Provider shall not assign, sublet, or transfer any rights or duties under the terms of this agreement without the approval of an authorized representative of the City.

ARTICLE VII: INDEMNIFICATION

PROVIDER DOES HEREBY AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS CITY AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, LOSSES, DAMAGES, SUITS, DEMANDS OR CAUSES OF ACTION INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, COURT COSTS AND ATTORNEY FEES WHICH MAY ARISE BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY OCCASIONED BY ERROR, OMISSION, OR NEGLIGENT ACT OF PROVIDER, INCLUDING GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN THE PERFORMANCE OF ITS DUTIES HEREUNDER OR FOR BREACH OF THIS AGREEMENT BY PROVIDER, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, INVITEES OR ANY OTHER PERSON FOR WHOM PROVIDER IS LEGALLY LIABLE, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT, AND PROVIDER WILL AT HIS OR HER OWN COST AND EXPENSE DEFEND AND PROTECT CITY FROM ANY AND ALL SUCH CLAIMS AND DEMANDS.

IN ANY AND ALL CLAIMS AGAINST ANY PARTY INDEMNIFIED HEREUNDER BY ANY EMPLOYEE OF PROVIDER, ANY SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION HEREIN PROVIDED SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR PROVIDER OR ANY SUBCONTRACTOR UNDER WORKMAN'S COMPENSATION OR OTHER EMPLOYEE BENEFIT ACTS.

ARTICLE VIII: MISCELLANEOUS

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 concerning this Agreement shall be in the State District Court of Dallas County, Texas.

Compliance with Laws. Company shall conduct operations under this Agreement in compliance with all applicable laws.

Entire Agreement. This Agreement represents the entire agreement among the parties with respect to the subject matter covered by 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.

Notice. Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery or facsimile transmission addressed to the respective party at the address set forth below:

CITY:
City of Lancaster
Opal Mauldin Robertson
PO Box 940
Lancaster, TX 75146
orobertson@lancaster-tx.com

PROVIDER:
T. Smith's Lawn Service
Terrance Smith
1126 Oak Bluff
Lancaster, TX 75146
tdsmith72@sbcglobal.com

Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Assignment. This Agreement may not be assigned by Provider without the express written consent of City.

Independent Provider. Provider and their employees will operate as an independent Provider and are not considered to be employees of the City.

Amendment. This Agreement may be amended by the mutual agreement of the parties to it, in writing and attached to and incorporated in this Agreement.

Survival of Covenants. Any of the representatives, 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.

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.

Recitals. The recitals to this Agreement are incorporated herein.

EXECUTED this 13th day of August, 2012.

CITY OF LANCASTER, TEXAS

PROVIDER

Opal Mauldin Robertson, City Manager

Terrance Smith, Owner d/b/a T. Smith Lawn Service

Bid Request Number 2012-36
Title Mowing Services - Code Enforcement Property
Description Mowing Services - Code Enforcement Property
Bid Type ITB
Issue Date 5/24/2012 8:00:01 AM Central
Close Date 6/18/2012 10:00:00 AM Central

Organization
Bid Creator
Email
Phone
Fax

Lancaster Purchasing
 Dawn Berry Purchasing Agent
 dberry@lancaster-tx.com
 (972) 218-1329
 (972) 218-3621

Responding Suppliers

Name	City	State	Response Submitted	Lines Responded	Response Total
T. Smith's Lawn Service	Lancaster	TX	6/17/2012 8:39:56 PM CST	14	\$80,235.00
BLR ENTERPRIZE	Alvarado	TX	6/18/2012 4:57:51 AM CST	16	\$126,417.50
AL LAWN & TREE TRIMMING	Mesquite	TX	6/14/2012 10:56:25 AM CST	16	\$133,530.00
Good Earth Corporation	Dallas	TX	6/18/2012 9:47:56 AM CST	16	\$344,550.00

Response Notes

Supplier	Line	Notes
AL LAWN & TREE TRIMMING	Header	All forms will be submitted during the upcoming week.

LANCASTER CITY COUNCIL
Agenda Communication for
August 13, 2012

8

AG12-008

Conduct a public hearing and discuss an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Beltline Ashmoore Public Improvement District, providing for: findings of benefits accrued, accepting five year service plan, recording final assessment onto tax roll, setting the assessment levy, establishing a method of payment and assessment due

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

Goal: Healthy, Safe, and Vibrant Neighborhoods

Background

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

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

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

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

Considerations

- **Operational** - All PID's require the Finance Department maintain a separate account. The PID's should also help ensure that common areas will be maintained without assistance or code compliance.
- **Legal** - The notice of public hearing was posted in accordance with the provisions of Chapter 372 in the Texas Local Government Code. The proposed five year service and assessment plan are in accordance with Chapter 372 of Texas Local Government Code.
- **Financial** - The PID is not expected to have any direct financial impact on the City. PID's are a mechanism to assure financial sustainability for subdivisions. They are considered to be a more equitable means of collecting revenue. The FY 2012/2013 proposed service plan is \$16,604 and assessments are proposed at \$0.1500 per one hundred dollars assessed valuation.
- **Public Information** - City Council is required to hold a public hearing to receive comments regarding the annual maintenance and service plan prior to adoption. The public hearing was posted in the local publication of record on August 3, 2012 as required by Local Government Code Chapter 372, and notices mailed to property owners of record.

Options/Alternatives

1. Close the public hearing and place the item on the August 27, 2012 regular meeting for consideration.
2. Continue the public hearing to the August 27, 2012 regular meeting.

Recommendation

Staff recommends closing the public hearing and placing the item on the August 27, 2012 regular meeting for consideration.

Attachments

- Ordinance
- Service and Assessment Plan

Prepared and submitted by:
Opal Mauldin Robertson, City Manager

Date: August 1, 2012

ORDINANCE NO. _____

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

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

WHEREAS, on August 13, 2012 a public hearing was held and all persons owning or claiming any property proposed to be assessed or any interest therein were given an opportunity to be heard, either in person or through an agent or attorney, and all were given an opportunity to testify before the City Council and to contest the assessments proposed to be made on account of the amount thereof or because of any inaccuracy, irregularity, invalidity or insufficiency of the proceedings or contract with reference thereto, or to such improvements or on account of any matter or thing in the discretion of this governing body and on the 13th day of August, 2012, the City Council closed the public hearing; and on the 27th day of August, 2012 levied assessments against property and the owners thereof in the District; and

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

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

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

SECTION 3 - RECORD FINAL ASSESSMENT ONTO TAX ROLL: That the City Manager and his designated representatives are hereby authorized and directed to

carry out the terms and provisions of this ordinance by causing the costs outlined in the final assessment roll to be recorded in the Tax Roll, the names of the property owners and in the amounts shown on said final assessment roll; and that all prerequisites to the fixing of the assessments therein against the property described and the fixing of the personal liability of the owner or owners thereof have been performed in due time, form and manner as required by law, and no additional proof shall be required in any court.

SECTION 4 – PROPERTY CLASSIFICATION AND APPORTIONMENT FORMULAS:

The City Council hereby establishes classifications and formulas for the apportionment of costs for various classes of property within the District as follows:

- (a) **Residential lots on which construction of a home has been completed**, for these lots the assessment shall not exceed \$0.1500 per \$100 of valuation through the assessment established for 2012/2013; and
- (b) **Tax exempt property and municipal property**, for these classifications the assessment shall not exceed \$0.00 per \$100 of valuation.

SECTION 5 - ASSESSMENT LEVY: That for 2012/2013 there shall be and is hereby levied and assessed against parcels of property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sum of money set forth for in the "*Service and Assessment Plan*", labeled herein as *Exhibit "A"* and attached hereto and made a part hereof, shown opposite the description of the respective classification of the parcels of property, and the several amounts assessed against the same, and the owners thereof, with the provision that the amount assessed against each property and respective class of properties as shown in the *Service and Assessment Plan* may be adjusted for years subsequent following an annual review of the budget for the District and the *Service and Assessment Plan*.

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

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

SECTION 8 - CONFLICT: That this ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Lancaster, Texas, and this ordinance

shall not operate to repeal or affect any other ordinance except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

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

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

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on the 27th day of August 2012.

APPROVED:

MARCUS E. KNIGHT, MAYOR

ATTEST:

DOLLE K. DOWNE, CITY SECRETARY

APPROVED AS TO FORM:

ROBERT E. HAGER, CITY ATTORNEY

EXHIBIT "A"
SERVICE AND ASSESSMENT PLAN

Fund: 60 BUDGET LINE ASSESSMENTS - PID

Program:

Department: 4 OPERATIONS

Period Ending: 8/2012

Account Description	2010		2011		2012		2013		2014		2015		2016		2017		
	Actual	FT	Actual	FT	Actual	FT	Budget	FT									
60-0201-04-00 SUPPLIES					250.00		250.00		250.00		250.00		250.00		250.00		250.00
60-0210-04-00 FOOD/BEVERAGES-MEETS/FUNCTIONS					250.00		250.00		250.00		250.00		250.00		250.00		250.00
60-0211-04-00 MISCELLANEOUS					60.00		60.00		60.00		60.00		60.00		60.00		60.00
60-0214-04-00 POSTAGE					179.00		179.00		179.00		179.00		179.00		179.00		179.00
60-0225-04-00 LANDSCAPING					2,000.00		2,000.00		2,000.00		2,000.00		2,000.00		2,000.00		2,000.00
Subtotal:					2,739.00		2,739.00		2,739.00		2,739.00		2,739.00		2,739.00		2,739.00
60-0301-04-00 MAINT-BLDGS & STRUCTURES			6,612.00		5,700.00		5,700.00		5,700.00		5,700.00		5,700.00		5,700.00		5,700.00
60-0372-04-00 IRRIGATION SYS REPAIR & MAINT					2,500.00		2,500.00		2,500.00		2,500.00		2,500.00		2,500.00		2,500.00
Subtotal:					8,200.00		8,200.00		8,200.00		8,200.00		8,200.00		8,200.00		8,200.00
60-0403-04-00 INSURANCE					2,190.00		2,190.00		2,190.00		2,190.00		2,190.00		2,190.00		2,190.00
60-0410-04-00 UTILITIES - ELECTRICITY					60.00		60.00		60.00		60.00		60.00		60.00		60.00
60-0411-04-00 WATER PURCHASE PID					200.00		200.00		200.00		200.00		200.00		200.00		200.00
60-0416-04-00 OTHER PROFESSIONAL SERVICES					100.00		100.00		100.00		100.00		100.00		100.00		100.00
60-0421-04-00 PRINTING					175.00		175.00		175.00		175.00		175.00		175.00		175.00
60-0434-04-00 SPECIAL EVENTS					1,963.00		1,963.00		1,963.00		1,963.00		1,963.00		1,963.00		1,963.00
60-0442-04-00 COMPUTER PROFESSIONAL SERVICES					300.00		300.00		300.00		300.00		300.00		300.00		300.00
60-0446-04-00 LEGAL SERVICES					500.00		500.00		500.00		500.00		500.00		500.00		500.00
60-0456-04-00 NEWSLETTER					175.00		175.00		175.00		175.00		175.00		175.00		175.00
Subtotal:					5,665.00		5,665.00		5,665.00		5,665.00		5,665.00		5,665.00		5,665.00
60-0513-04-00 PROPERTY TAXES PAID BY PID					176.00		176.00		176.00		176.00		176.00		176.00		176.00
Subtotal:					176.00		176.00		176.00		176.00		176.00		176.00		176.00
Program number:					16,780.00		16,780.00		16,780.00		16,780.00		16,780.00		16,780.00		16,780.00
Department number: OPERATIONS					16,780.00		16,780.00		16,780.00		16,780.00		16,780.00		16,780.00		16,780.00
Fund number: 60 BUDGET LINE ASSESSMENTS - PID					16,780.00		16,780.00		16,780.00		16,780.00		16,780.00		16,780.00		16,780.00
***** End of Report *****																	

LANCASTER CITY COUNCIL
Agenda Communication for
August 13, 2012

9

AG12-009

Conduct a public hearing and discuss an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Boardwalk Public Improvement District, providing for: findings of benefits accrued, accepting five year service plan, recording final assessment onto tax roll, setting the assessment levy, establishing a method of payment and assessment due.

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

Goal: Healthy, Safe, and Vibrant Neighborhoods

Background

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

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

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

The Boardwalk PID is proposing an annual assessment of \$0.2500 per \$100 assessed value, which is a decrease from \$ 0.2760 per \$ 100 assessed value in FY 2011/2012.

Considerations

- **Operational** - All PID's require the Finance Department maintain a separate account. The PID's should also help ensure that common areas will be maintained without assistance or code compliance.
- **Legal** - The notice of public hearing was posted in accordance with the provisions of Chapter 372 in the Texas Local Government Code. The proposed five year service and assessment plan are in accordance with Chapter 372 of Texas Local Government Code.
- **Financial** - The PID is not expected to have any direct financial impact on the City. PID's are a mechanism to assure financial sustainability for subdivisions. They are considered to be a more equitable means of collecting revenue. The FY 2012/2013 proposed service plan is \$60,919.45 and assessments are proposed at \$0.2500 per one hundred dollars assessed valuation.
- **Public Information** - City Council is required to hold a public hearing to receive comments regarding the annual maintenance and service plan prior to adoption. The public hearing was posted in the local publication of record on August 3, 2012 as required by Local Government Code Chapter 372, and notices mailed to property owners of record.

Options/Alternatives

1. Close the public hearing and place the item on the August 27, 2012 regular meeting for consideration.
2. Continue the public hearing to the August 27, 2012 regular meeting.

Recommendation

Staff recommends closing the public hearing and placing the item on the August 27, 2012 regular meeting for consideration.

Attachments

- Ordinance
- Service and Assessment Plan

Prepared and submitted by:
Opal Mauldin Robertson, City Manager

Date: August 13, 2012

ORDINANCE NO. _____

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

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

WHEREAS, on August 13, 2012 a public hearing was held and all persons owning or claiming any property proposed to be assessed or any interest therein were given an opportunity to be heard, either in person or through an agent or attorney, and all were given an opportunity to testify before the City Council and to contest the assessments proposed to be made on account of the amount thereof or because of any inaccuracy, irregularity, invalidity or insufficiency of the proceedings or contract with reference thereto, or to such improvements or on account of any matter or thing in the discretion of this governing body and on the 13th day of August, 2012, the City Council closed the public hearing; and on the 27th day of August 2012 levied assessments against property and the owners thereof in the District; and

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

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

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

SECTION 3 - RECORD FINAL ASSESSMENT ONTO TAX ROLL: That the City Manager and his designated representatives are hereby authorized and directed to carry out the terms and provisions of this ordinance by causing the costs outlined in the final assessment roll to be recorded in the Tax Roll, the names of the property owners and in the amounts shown on said final assessment roll; and that all prerequisites to the fixing of the assessments therein against the

property described and the fixing of the personal liability of the owner or owners thereof have been performed in due time, form and manner as required by law, and no additional proof shall be required in any court.

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

- (a) **All residential lots**, for these lots the assessment shall not exceed \$0.2500 per \$100 of valuation through the assessment established for 2012/2013; and
- (b) **Tax exempt property and municipal property**, for these classifications the assessment shall not exceed \$0.00 per \$100 of valuation.

SECTION 5 - ASSESSMENT LEVY: That for 2012/2013 there shall be and is hereby levied and assessed against parcels of property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sum of money set forth for in the "*Service and Assessment Plan*", labeled herein as *Exhibit "A"* and attached hereto and made a part hereof, shown opposite the description of the respective classification of the parcels of property, and the several amounts assessed against the same, and the owners thereof, with the provision that the amount assessed against each property and respective class of properties as shown in the *Service and Assessment Plan* may be adjusted for years subsequent following an annual review of the budget for the District and the *Service and Assessment Plan*.

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

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

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

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

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

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on the 27th day of August 2012.

APPROVED:

MARCUS E. KNIGHT, MAYOR

ATTEST:

DOLLE K. DOWNE, CITY SECRETARY

APPROVED AS TO FORM:

ROBERT E. HAGER, CITY ATTORNEY

EXHIBIT "A"
SERVICE AND ASSESSMENT PLAN

LANCASTER CITY COUNCIL
Agenda Communication for
August 13, 2012

10

AG12-010

Conduct a public hearing and discuss an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Glendover Estates Public Improvement District, providing for: findings of benefits accrued, accepting five year service plan, recording final assessment onto tax roll, setting the assessment levy, establishing a method of payment and assessment due.

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

Goal: Healthy, Safe, and Vibrant Neighborhoods

Background

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

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

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

The Glendover Estates PID is proposing an annual assessment of \$0.2500 per \$100 assessed value, which is an increase from the FY 2011/2012 assessment rate of \$0.2200 per \$100 assessed value.

Considerations

- **Operational** - All PID's require the Finance Department maintain a separate account. The PID's should also help ensure that common areas will be maintained without assistance or code compliance.
- **Legal** - The notice of public hearing was posted in accordance with the provisions of Chapter 372 in the Texas Local Government Code. The proposed five year service and assessment plan are in accordance with Chapter 372 of Texas Local Government Code.
- **Financial** - The PID is not expected to have any direct financial impact on the City. PID's are a mechanism to assure financial sustainability for subdivisions. They are considered to be a more equitable means of collecting revenue. The proposed FY 2012/2013 proposed service plan is \$28,345 and assessments are proposed at \$0.2500 per one hundred dollars assessed valuation.
- **Public Information** - City Council is required to hold a public hearing to receive comments regarding the annual maintenance and service plan prior to adoption. The public hearing was posted in the local publication of record on August 3, 2012 as required by Local Government Code Chapter 372, and notices mailed to property owners of record.

Options/Alternatives

1. Close the public hearing and place the item on the August 27, 2012 regular meeting for consideration.
2. Continue the public hearing to the August 27, 2012 regular meeting.

Recommendation

Staff recommends closing the public hearing and placing the item on the August 27, 2012 regular meeting for consideration.

Attachments

- Ordinance
- Service and Assessment Plan

Prepared and submitted by:
Opal Mauldin Robertson, City Manager

Date: August 1, 2012

ORDINANCE NO. _____

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

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

WHEREAS, on August 13, 2012 a public hearing was held and all persons owning or claiming any property proposed to be assessed or any interest therein were given an opportunity to be heard, either in person or through an agent or attorney, and all were given an opportunity to testify before the City Council and to contest the assessments proposed to be made on account of the amount thereof or because of any inaccuracy, irregularity, invalidity or insufficiency of the proceedings or contract with reference thereto, or to such improvements or on account of any matter or thing in the discretion of this governing body and on the 13th day of August, 2012, the City Council closed the public hearing; and on the 27th day of August 2012 levied assessments against property and the owners thereof in the District; and

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

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

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

SECTION 3 - RECORD FINAL ASSESSMENT ONTO TAX ROLL: That the City Manager and his designated representatives are hereby authorized and directed to

carry out the terms and provisions of this ordinance by causing the costs outlined in the final assessment roll to be recorded in the Tax Roll, the names of the property owners and in the amounts shown on said final assessment roll; and that all prerequisites to the fixing of the assessments therein against the property described and the fixing of the personal liability of the owner or owners thereof have been performed in due time, form and manner as required by law, and no additional proof shall be required in any court.

SECTION 4 – PROPERTY CLASSIFICATION AND APPORTIONMENT FORMULAS:

The City Council hereby establishes classifications and formulas for the apportionment of costs for various classes of property within the District as follows:

- (a) **Residential lots on which construction of a home has been completed**, for these lots the assessment shall not exceed \$0.2500 per \$100 of valuation through the assessment established for 2012/2013; and
- (b) **Tax exempt property and municipal property**, for these classifications the assessment shall not exceed \$0.00 per \$100 of valuation.

SECTION 5 - ASSESSMENT LEVY: That for 2012/2013 there shall be and is hereby levied and assessed against parcels of property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sum of money set forth for in the “*Service and Assessment Plan*”, labeled herein as *Exhibit “A”* and attached hereto and made a part hereof, shown opposite the description of the respective classification of the parcels of property, and the several amounts assessed against the same, and the owners thereof, with the provision that the amount assessed against each property and respective class of properties as shown in the *Service and Assessment Plan* may be adjusted for years subsequent following an annual review of the budget for the District and the *Service and Assessment Plan*.

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

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

SECTION 8 - CONFLICT: That this ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Lancaster, Texas, and this ordinance

shall not operate to repeal or affect any other ordinance except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

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

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

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on the 27th day of August 2012.

APPROVED:

MARCUS E. KNIGHT, MAYOR

ATTEST:

DOLLE K. DOWNE, CITY SECRETARY

APPROVED AS TO FORM:

ROBERT E. HAGER, CITY ATTORNEY

EXHIBIT "A"
SERVICE AND ASSESSMENT PLAN

Fund: 54 GLENDOR ESTATES - FID

Department: 4 OPERATIONS

Program:

Period Ending: 8/2012

Account Description	2010		2011		2012		2013		2014		2015		2016		2017	
	Actual	FT	Actual	FT	Actual	FT	Budget	FT								
54-0201-04-00 OFFICE SUPPLIES	523.11		447.21		220.07		705.00		705.00		705.00		705.00		705.00	
54-0211-04-00 MISCELLANEOUS	163.82		385.41		267.73		500.00		500.00		500.00		500.00		500.00	
54-0214-04-00 POSTAGE	4,839.00		7,721.75		11,700.00		11,700.00		11,700.00		11,876.00		12,054.00		12,234.00	
54-0225-04-00 LANDSCAPING																
Subtotal:	5,523.93		8,322.62		8,209.55		13,430.00		13,446.00		13,638.00		13,833.00		14,030.00	
54-0301-04-00 MAINT-ROADS & STRUCTURES	3,410.83				108.47											
54-0303-04-00 MAINTENANCE- MISCELLANEOUS					1,083.75											
54-0371-04-00 LANDSCAPING REPAIR & MAINT																
54-0372-04-00 IRRIGATION SYS REPAIR & MAINT			375.00				1,193.00		1,229.00		1,266.00		1,304.00		1,343.00	
Subtotal:	3,410.83		375.00		1,192.22		1,193.00		1,229.00		1,266.00		1,304.00		1,343.00	
54-0401-04-00 TELEPHONE & COMMUNICATIONS	2.00				1,930.56		1,960.00		2,019.00		2,078.00		2,142.00		2,206.00	
54-0403-04-00 CASUALTY INSURANCE	1,794.72		1,820.82													
54-0409-04-00 TRAVEL & EDUCATION	75.00															
54-0410-04-00 UTILITIES - ELECTRICITY	477.91		701.07		396.02		900.00		927.00		955.00		983.00		1,013.00	
54-0411-04-00 WATER PURCHASE FID	2,384.49		2,491.44		2,089.34		2,325.00		3,013.00		3,103.00		3,196.00		3,292.00	
54-0416-04-00 OTHER/PROFESSIONAL SERVICES	5,106.00		6,985.17		3,562.85		80.00		80.00		80.00		80.00		80.00	
54-0421-04-00 PRINTING																
54-0423-04-00 CONTRACT MOWING	10,220.43		12,170.00													
54-0434-04-00 SPECIAL EVENTS							211.00		211.00		211.00		211.00		211.00	
54-0436-04-00 LANDSCAPING IMPROVEMENTS							256.00		269.00		282.00		296.00		311.00	
54-0437-04-00 AUDIT SERVICES							310.00		310.00		310.00		310.00		310.00	
54-0442-04-00 COMPUTER PROFESSIONAL SERVICES	799.23															
54-0446-04-00 ATTORNEY SERVICES	1,402.50		90.68		17.91		6,900.00		6,900.00		6,900.00		6,900.00		6,900.00	
54-0450-04-00 ADMINISTRATIVE MANAGEMENT FEE					3,025.00											
54-0452-04-00 FILING FEES	250.00		300.00				180.00		180.00		180.00		180.00		180.00	
54-0469-04-00 STORAGE	233.99		180.00		75.00											
Subtotal:	22,742.27		26,739.18		11,092.68		12,722.00		13,909.00		14,099.00		14,298.00		14,503.00	
54-0511-04-00 PROPERTY TAXES PAID BY FID	7.06		6.30		6.24		164.00		164.00		164.00		164.00		164.00	
54-0537-04-00 DALLAS COUNTY TAX COLL SVCS	184.80		231.00													
Subtotal:	191.86		237.30		6.24		164.00		164.00		164.00		164.00		164.00	
Program number:	31,668.89		26,184.10		20,508.69		26,209.00		28,748.00		29,167.00		29,599.00		30,040.00	
Department number: OPERATIONS	31,668.89		26,184.10		20,508.69		26,209.00		28,748.00		29,167.00		29,599.00		30,040.00	
Fund number: 54 GLENDOR ESTATES - FID	31,668.89		26,184.10		20,508.69		26,209.00		28,748.00		29,167.00		29,599.00		30,040.00	

LANCASTER CITY COUNCIL
Agenda Communication for
August 13, 2012

11

AG12-011

Conduct a public hearing and discuss an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Lancaster Mills Public Improvement District, providing for: findings of benefits accrued, accepting five year service plan, recording final assessment onto tax roll, setting the assessment levy, establishing a method of payment and assessment due.

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

Goal: Healthy, Safe, and Vibrant Neighborhoods

Background

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

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

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

As this district is currently undeveloped, the PID Advisory board has proposed an assessment plan at a rate of \$0.0000 per \$100 assessed valuation as there are no budgeted expenses for the 2012/2013 fiscal year.

Considerations

- **Operational** - All PID's require the Finance Department maintain a separate account. The PID's should also help ensure that common areas will be maintained without assistance or code compliance.
- **Legal** - The notice of public hearing was posted in accordance with the provisions of Chapter 372 in the Texas Local Government Code. The proposed five year service and assessment plan are in accordance with Chapter 372 of Texas Local Government Code.
- **Financial** - The PID is not expected to have any direct financial impact on the City. PID's are a mechanism to assure financial sustainability for subdivisions. They are considered to be a more equitable means of collecting revenue. The FY 2012/2013 proposed service plan is \$0.0000 and assessments are proposed to be \$0.0000 per \$100 assessed valuation. There are currently no homes constructed at this time.
- **Public Information** - City Council is required to hold a public hearing to receive comments regarding the annual maintenance and service plan prior to adoption. The public hearing was posted in the local publication of record on August 3, 2012 as required by Local Government Code Chapter 372, and notices mailed to property owners of record.

Options/Alternatives

1. Close the public hearing and place the item on the August 27, 2012 regular meeting for consideration.
2. Continue the public hearing to the August 27, 2012 regular meeting.

Recommendation

Staff recommends closing the public hearing and placing the item on the August 27, 2012 regular meeting for consideration.

Attachments

- Ordinance
- Service and Assessment Plan

Prepared and submitted by:
Opal Mauldin Robertson, City Manager

Date: August 1, 2012

ORDINANCE NO. _____

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

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

WHEREAS, on August 13, 2012 a public hearing was held and all persons owning or claiming any property proposed to be assessed or any interest therein were given an opportunity to be heard, either in person or through an agent or attorney, and all were given an opportunity to testify before the City Council and to contest the assessments proposed to be made on account of the amount thereof or because of any inaccuracy, irregularity, invalidity or insufficiency of the proceedings or contract with reference thereto, or to such improvements or on account of any matter or thing in the discretion of this governing body and on the 13th day of August, 2012, the City Council closed the public hearing; and on the 27th day of August 2012 levied assessments against property and the owners thereof in the District; and

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

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

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

SECTION 3 - RECORD FINAL ASSESSMENT ONTO TAX ROLL: That the City Manager and his designated representatives are hereby authorized and directed to carry out the terms and provisions of this ordinance by causing the costs outlined in the final assessment roll to be recorded in the Tax Roll, the names of the property owners and in the amounts shown on said final assessment roll; and that all prerequisites to the fixing of the assessments therein against the

property described and the fixing of the personal liability of the owner or owners thereof have been performed in due time, form and manner as required by law, and no additional proof shall be required in any court.

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

- (a) **Residential lots on which construction of a home has been completed**, for these lots the assessment shall not exceed \$0.0000 per \$100 of valuation through the assessment established for 2012/2013; and
- (b) **Tax exempt property and municipal property**, for these classifications the assessment shall not exceed \$0.0000 per \$100 of valuation.

SECTION 5 - ASSESSMENT LEVY: That for 2012/2013 there shall be and is hereby levied and assessed against parcels of property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sum of money set forth for in the “*Service and Assessment Plan*”, labeled herein as *Exhibit “A”* and attached hereto and made a part hereof, shown opposite the description of the respective classification of the parcels of property, and the several amounts assessed against the same, and the owners thereof, with the provision that the amount assessed against each property and respective class of properties as shown in the *Service and Assessment Plan* may be adjusted for years subsequent following an annual review of the budget for the District and the *Service and Assessment Plan*.

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

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

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

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

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

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on the 27th day of August 2012.

APPROVED:

MARCUS E. KNIGHT, MAYOR

ATTEST:

DOLLE K. DOWNE, CITY SECRETARY

APPROVED AS TO FORM:

ROBERT E. HAGER, CITY ATTORNEY

EXHIBIT "A"
SERVICE AND ASSESSMENT PLAN

There is no Exhibit "A" SERVICE AND ASSESSMENT PLAN attached.

The assessment is \$0.000 (zero).

LANCASTER CITY COUNCIL
Agenda Communication for
August 13, 2012

12
AG12-012

Conduct a public hearing and discuss an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Meadowview Public Improvement District, providing for: findings of benefits accrued, accepting five year service plan, recording final assessment onto tax roll, setting the assessment levy, establishing a method of payment and assessment due.

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

Goal: Healthy, Safe, and Vibrant Neighborhoods

Background

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

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

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

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

Considerations

- **Operational** - All PID's require the Finance Department maintain a separate account. The PID's should also help ensure that common areas will be maintained without assistance or code compliance.
- **Legal** - The notice of public hearing was posted in accordance with the provisions of Chapter 372 in the Texas Local Government Code. The proposed five year service and assessment plan are in accordance with Chapter 372 of Texas Local Government Code.
- **Financial** - The PID is not expected to have any direct financial impact on the City. PID's are a mechanism to assure financial sustainability for subdivisions. They are considered to be a more equitable means of collecting revenue. The FY 2012/2013 proposed service plan is \$77,965.22 and assessments are proposed at \$0.1000 per one hundred dollars assessed valuation.
- **Public Information** - City Council is required to hold a public hearing to receive comments regarding the annual maintenance and service plan prior to adoption. The public hearing was posted in the local publication of record on August 3, 2012 as required by Local Government Code Chapter 372, and notices mailed to property owners of record.

Options/Alternatives

1. Close the public hearing and place the item on the August 27, 2012 regular meeting for consideration.
2. Continue the public hearing to the August 27, 2012 regular meeting.

Recommendation

Staff recommends closing the public hearing and placing the item on the August 27, 2012 regular meeting for consideration.

Attachments

- Ordinance
- Service and Assessment Plan

Prepared and submitted by:
Opal Mauldin Robertson, City Manager

Date: August 1, 2012

ORDINANCE NO. _____

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

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

WHEREAS, on August 13, 2012 a public hearing was held and all persons owning or claiming any property proposed to be assessed or any interest therein were given an opportunity to be heard, either in person or through an agent or attorney, and all were given an opportunity to testify before the City Council and to contest the assessments proposed to be made on account of the amount thereof or because of any inaccuracy, irregularity, invalidity or insufficiency of the proceedings or contract with reference thereto, or to such improvements or on account of any matter or thing in the discretion of this governing body and on the 13th day of August, 2012, the City Council closed the public hearing; and on the 27th day of August 2012 levied assessments against property and the owners thereof in the District; and

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

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

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

SECTION 3 - RECORD FINAL ASSESSMENT ONTO TAX ROLL: That the City Manager and his designated representatives are hereby authorized and directed to carry out the terms and provisions of this ordinance by causing the costs outlined in the final assessment roll to be recorded in the Tax Roll, the names of the property owners and in the amounts shown on said final assessment roll; and that all prerequisites to the fixing of the assessments therein against the

property described and the fixing of the personal liability of the owner or owners thereof have been performed in due time, form and manner as required by law, and no additional proof shall be required in any court.

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

- (a) **Residential lots**, for these lots the assessment shall not exceed \$0.1000 per \$100 of valuation through the assessment established for 2012/2013; and
- (b) **Tax exempt property and municipal property**, for these classifications the assessment shall not exceed \$0.00 per \$100 of valuation.

SECTION 5 - ASSESSMENT LEVY: That for 2012/2013 there shall be and is hereby levied and assessed against parcels of property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sum of money set forth for in the “*Service and Assessment Plan*”, labeled herein as *Exhibit “A”* and attached hereto and made a part hereof, shown opposite the description of the respective classification of the parcels of property, and the several amounts assessed against the same, and the owners thereof, with the provision that the amount assessed against each property and respective class of properties as shown in the *Service and Assessment Plan* may be adjusted for years subsequent following an annual review of the budget for the District and the *Service and Assessment Plan*.

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

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

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

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

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

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on the 27th day of August 2012.

APPROVED:

MARCUS E. KNIGHT, MAYOR

ATTEST:

DOLLE K. DOWNE, CITY SECRETARY

APPROVED AS TO FORM:

ROBERT E. HAGER, CITY ATTORNEY

EXHIBIT "A"
SERVICE AND ASSESSMENT PLAN

Fund: 62 MEADOWVIEW - PID Department: 4 OPERATIONS Program:

Period Ending: 8/2012

Account Description	2010		2011		2012		2013		2014		2015		2016		2017		
	Actual	FT	Actual	FT	Actual	FT	Budget	FT									
62-0201-04-00 SUPPLIES					23.17		250.00		250.00		250.00		250.00		250.00		250.00
62-0210-04-00 FOOD/BEVERAGE-MEVS/FUNCTIONS							600.00		600.00		600.00		600.00		600.00		600.00
62-0211-04-00 MISCELLANEOUS							250.00		250.00		250.00		250.00		250.00		250.00
62-0214-04-00 POSTAGE					47.78		1,000.00		1,000.00		1,000.00		1,000.00		1,000.00		1,000.00
62-0223-04-00 LANDSCAPING							10,000.00		10,000.00		10,000.00		10,000.00		10,000.00		10,000.00
Subtotal:					70.95		12,100.00		12,100.00		12,100.00		12,100.00		12,100.00		12,100.00
62-0301-04-00 MAINT-BLDGS & STRUCTURES					7,130.00		2,000.00		2,000.00		2,000.00		2,000.00		2,000.00		2,000.00
62-0351-04-00 MISC. MAINTENANCE							1,000.00		1,000.00		1,000.00		1,000.00		1,000.00		1,000.00
62-0372-04-00 IRRIGATIONS SYS REPAIR & MAINT							6,000.00		6,000.00		6,000.00		6,000.00		6,000.00		6,000.00
Subtotal:					7,130.00		9,000.00		9,000.00		9,000.00		9,000.00		9,000.00		9,000.00
62-0403-04-00 INSURANCE					2,617.86		5,500.00		5,500.00		5,500.00		5,500.00		5,500.00		5,500.00
62-0410-04-00 UTILITIES - ELECTRICITY					191.88		500.00		500.00		500.00		500.00		500.00		500.00
62-0411-04-00 WATER FURNISHES PID					1,878.95		7,000.00		7,000.00		7,000.00		7,000.00		7,000.00		7,000.00
62-0421-04-00 PRINTING					387.50		200.00		200.00		200.00		200.00		200.00		200.00
62-0422-04-00 COMPUTER PROFESSIONAL SERVICES							1,000.00		1,000.00		1,000.00		1,000.00		1,000.00		1,000.00
62-0423-04-00 CONTRACT MOWING					1,725.00		16,000.00		16,000.00		16,000.00		16,000.00		16,000.00		16,000.00
62-0434-04-00 SPECIAL EVENTS							1,325.00		1,325.00		1,325.00		1,325.00		1,325.00		1,325.00
62-0435-04-00 IMPROVEMENTS BY CONTRACTORS							20,000.00		20,000.00		20,000.00		20,000.00		20,000.00		20,000.00
62-0446-04-00 LEGAL SERVICES							1,200.00		1,200.00		1,200.00		1,200.00		1,200.00		1,200.00
62-0450-04-00 ADMINISTRATIVE MANAGEMENT FEE					3,138.32		900.00		900.00		900.00		900.00		900.00		900.00
62-0456-04-00 HOURLY/RET							1,000.00		1,000.00		1,000.00		1,000.00		1,000.00		1,000.00
62-0469-04-00 STORAGE					30.00												
Subtotal:					9,569.51		54,625.00		54,625.00		54,625.00		54,625.00		54,625.00		54,625.00
62-0511-04-00 PROPERTY TAXES PAID BY PID							1,630.00		1,630.00		1,630.00		1,630.00		1,630.00		1,630.00
62-0537-04-00 DALLAS COUNTY TAX COLL SVCS							2,228.00		2,228.00		2,228.00		2,228.00		2,228.00		2,228.00
Subtotal:							3,858.00		3,858.00		3,858.00		3,858.00		3,858.00		3,858.00
Program number:					16,770.46		79,583.00		79,583.00		79,583.00		79,583.00		79,583.00		79,583.00
Department number: OPERATIONS					16,770.46		79,583.00		79,583.00		79,583.00		79,583.00		79,583.00		79,583.00
Fund number: 62 MEADOWVIEW - PID					16,770.46		79,583.00		79,583.00		79,583.00		79,583.00		79,583.00		79,583.00
***** End of Report *****																	

LANCASTER CITY COUNCIL
Agenda Communication for
August 13, 2012

13
AG12-013

Conduct a public hearing and discuss an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Rolling Meadows Public Improvement District, providing for: findings of benefits accrued, accepting five year service plan, recording final assessment onto tax roll, setting the assessment levy, establishing a method of payment and assessment due.

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

Goal: Healthy, Safe, and Vibrant Neighborhoods

Background

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

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

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

The Rolling Meadows PID is proposing an annual assessment of \$0.2300 per \$100 assessed value.

Considerations

- **Operational** - All PID's require the Finance Department maintain a separate account. The PID's should also help ensure that common areas will be maintained without assistance or code compliance.
- **Legal** - The notice of public hearing was posted in accordance with the provisions of Chapter 372 in the Texas Local Government Code. The proposed five year service and assessment plan are in accordance with Chapter 372 of Texas Local Government Code.
- **Financial** - The PID is not expected to have any direct financial impact on the City. PID's are a mechanism to assure financial sustainability for subdivisions. They are considered to be a more equitable means of collecting revenue. The FY 2012/2013 proposed service plan budget is \$34,509.98 and assessments are proposed at \$0.2300 per one hundred dollars assessed valuation.
- **Public Information** - City Council is required to hold a public hearing to receive comments regarding the annual maintenance and service plan prior to adoption. The public hearing was posted in the local publication of record on August 3, 2012 as required by Local Government Code Chapter 372, and notices mailed to property owners of record.

Options/Alternatives

1. Close the public hearing and place the item on the August 27, 2012 regular meeting for consideration.
2. Continue the public hearing to the August 27, 2012 regular meeting.

Recommendation

Staff recommends closing the public hearing and placing the item on the August 27, 2012 regular meeting for consideration.

Attachments

- Ordinance
- Service and Assessment Plan

Prepared and submitted by:
Opal Mauldin Robertson, City Manager

Date: August 1, 2012

ORDINANCE NO. _____

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

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

WHEREAS, on August 13, 2012 a public hearing was held and all persons owning or claiming any property proposed to be assessed or any interest therein were given an opportunity to be heard, either in person or through an agent or attorney, and all were given an opportunity to testify before the City Council and to contest the assessments proposed to be made on account of the amount thereof or because of any inaccuracy, irregularity, invalidity or insufficiency of the proceedings or contract with reference thereto, or to such improvements or on account of any matter or thing in the discretion of this governing body and on the 13th day of August, 2012, the City Council closed the public hearing; and on the 27th day of August 2012 levied assessments against property and the owners thereof in the District; and

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

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

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

SECTION 3 - RECORD FINAL ASSESSMENT ONTO TAX ROLL: That the City Manager and his designated representatives are hereby authorized and directed to carry out the terms and provisions of this ordinance by causing the costs outlined in the final assessment roll to be recorded in the Tax Roll, the names of the property owners and in the amounts shown on said final assessment roll; and that all prerequisites to the fixing of the assessments therein against the

property described and the fixing of the personal liability of the owner or owners thereof have been performed in due time, form and manner as required by law, and no additional proof shall be required in any court.

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

- (a) **Residential lots on which construction of a home has been completed**, for these lots the assessment shall not exceed \$0.2300 per \$100 of valuation through the assessment established for 2012/2013; and
- (b) **Tax exempt property and municipal property**, for these classifications the assessment shall not exceed \$0.00 per \$100 of valuation.

SECTION 5 - ASSESSMENT LEVY: That for 2012/2013 there shall be and is hereby levied and assessed against parcels of property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sum of money set forth for in the “*Service and Assessment Plan*”, labeled herein as *Exhibit “A”* and attached hereto and made a part hereof, shown opposite the description of the respective classification of the parcels of property, and the several amounts assessed against the same, and the owners thereof, with the provision that the amount assessed against each property and respective class of properties as shown in the *Service and Assessment Plan* may be adjusted for years subsequent following an annual review of the budget for the District and the *Service and Assessment Plan*.

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

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

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

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

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

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on the 27th day of August 2012.

APPROVED:

MARCUS E. KNIGHT, MAYOR

ATTEST:

DOLLE K. DOWNE, CITY SECRETARY

APPROVED AS TO FORM:

ROBERT E. HAGER, CITY ATTORNEY

EXHIBIT "A"
SERVICE AND ASSESSMENT PLAN

Department: 4 OPERATIONS Program:

Period Ending: 8/2012

Account Description	2010		2011		2012		2013		2014		2015		2016		2017		
	Actual	FT	Actual	FT	Actual	FT	Budget	FT									
57-0201-04-00 OFFICE SUPPLIES	900.90		772.43		200.94		64.00		625.00		625.00		625.00		625.00		625.00
57-0210-04-00 FOOD/ENT-MEETINGS/FUNCTIONS	1,184.11		798.79		532.55		1,236.00		1,236.00		1,236.00		1,236.00		1,236.00		1,236.00
57-0211-04-00 ADMINISTRATIVE MANAGEMENT FEES	250.00		194.64		316.03		750.00		773.00		796.00		820.00		844.00		844.00
57-0214-04-00 POSTAGE	1,012.83				3,325.60		8,034.00		8,275.00		8,523.00		8,779.00		9,042.00		9,042.00
57-0223-04-00 LANDSCAPING																	
Subtotal:	3,355.84		1,765.86		4,375.12		10,709.00		10,909.00		11,180.00		11,460.00		11,747.00		11,747.00
57-0303-04-00 MAINT-LIGHTING/MISC	8,042.65		2,140.57		203.46		4,456.00		4,590.00		4,728.00		4,870.00		5,015.00		5,015.00
57-0331-04-00 MISC. MAINTENANCE					240.35		1,500.00		1,545.00		1,591.00		1,639.00		1,688.00		1,688.00
57-0372-04-00 IRRIGATION MAINT & REPAIRS	190.19		280.15				5,956.00		6,135.00		6,319.00		6,509.00		6,703.00		6,703.00
Subtotal:	8,232.84		2,420.72		443.81		2,440.00		2,487.00		2,556.00		2,615.00		2,677.00		2,677.00
57-0403-04-00 CASUALTY INSURANCE	2,620.00		2,458.00		2,403.52		1,533.00		1,579.00		1,626.00		1,675.00		1,725.00		1,725.00
57-0408-04-00 ADVERTISING	188.95		178.40		197.30		3,276.00		3,374.00		3,476.00		3,580.00		3,687.00		3,687.00
57-0409-04-00 TRAVEL & EDUCATION	411.38				859.63		304.00		313.00		323.00		332.00		342.00		342.00
57-0410-04-00 UTILITIES - ELECTRICITY	702.31		1,522.17		2,172.77		40.00		40.00		40.00		40.00		40.00		40.00
57-0411-04-00 WATER PURCHASE PID	2,456.07		3,079.96		4,632.95		1,000.00		1,030.00		1,061.00		1,093.00		1,126.00		1,126.00
57-0416-04-00 OTHER/PROFESSIONAL SERVICES	613.81		691.94				125.00		125.00		125.00		125.00		125.00		125.00
57-0421-04-00 PRINTING							970.00		720.00		720.00		720.00		720.00		720.00
57-0423-04-00 CONTRACT WORKING	8,003.94		7,793.82		3,175.60		7,800.00		7,800.00		7,800.00		7,800.00		7,800.00		7,800.00
57-0437-04-00 AUDIT SERVICES							420.00		420.00		420.00		420.00		420.00		420.00
57-0442-04-00 COMPUTER PROFESSIONAL SERVICE	64.72						17,908.00		16,898.00		18,147.00		18,400.00		18,652.00		18,652.00
57-0446-04-00 ATTORNEY SERVICES	100.00						296.00		296.00		296.00		296.00		296.00		296.00
57-0450-04-00 ADMINISTRATIVE MGMT FEES	385.00		420.00				34,869.00		34,238.00		35,942.00		36,665.00		37,408.00		37,408.00
57-0469-04-00 STORAGE FEES							296.00		296.00		296.00		296.00		296.00		296.00
Subtotal:	15,526.18		15,944.29		15,160.77		17,908.00		16,898.00		18,147.00		18,400.00		18,652.00		18,652.00
57-0511-04-00 PROPERTY TAXES PAID BY PID							296.00		296.00		296.00		296.00		296.00		296.00
57-0537-04-00 DALLAS COUNTY TAX COLL SVCS	329.60		407.00				34,869.00		34,238.00		35,942.00		36,665.00		37,408.00		37,408.00
Subtotal:	329.60		407.00				296.00		296.00		296.00		296.00		296.00		296.00
Program number:	27,440.46		20,537.87		19,977.70		34,869.00		34,238.00		35,942.00		36,665.00		37,408.00		37,408.00
Department number: OPERATIONS	27,440.46		20,537.87		19,977.70		34,869.00		34,238.00		35,942.00		36,665.00		37,408.00		37,408.00
Fund number: 57 ROLLING MEADOWS - PID	27,440.46		20,537.87		19,977.70		34,869.00		34,238.00		35,942.00		36,665.00		37,408.00		37,408.00

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

LANCASTER CITY COUNCIL
Agenda Communication for
August 13, 2012

14

AG12-014

Conduct a public hearing and discuss an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Tribute at Mills Branch and Tribute East at Mills Branch Public Improvement District, providing for: findings of benefits accrued, accepting five year service plan, recording final assessment onto tax roll, setting the assessment levy, establishing a method of payment and assessment due.

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

Goal: Healthy, Safe, and Vibrant Neighborhoods

Background

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

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

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

As this district is not completed, the PID Advisory board has proposed an assessment plan for lots with completed homes at a rate of \$0.3600 per \$100 assessed valuation and lots without completed homes at \$0.5000 per \$100 assessed valuation.

Considerations

- **Operational** - All PID's require the Finance Department maintain a separate account. The PID's should also help ensure that common areas will be maintained without assistance or code compliance.
- **Legal** - The notice of public hearing was posted in accordance with the provisions of Chapter 372 in the Texas Local Government Code. The proposed five year service and assessment plan are in accordance with Chapter 372 of Texas Local Government Code.
- **Financial** - The PID is not expected to have any direct financial impact on the City. PID's are a mechanism to assure financial sustainability for subdivisions. They are considered to be a more equitable means of collecting revenue. The FY 2012/2013 proposed service plan is \$33,086 and assessments are proposed at \$0.3600 (lots with homes) per one hundred dollars assessed valuation and \$0.5000 (lots without homes) per one hundred dollars assessed valuation.
- **Public Information** - City Council is required to hold a public hearing to receive comments regarding the annual maintenance and service plan prior to adoption. The public hearing was posted in the local publication of record on August 3, 2012 as required by Local Government Code Chapter 372, and notices mailed to property owners of record.

Options/Alternatives

1. Close the public hearing and place the item on the August 27, 2012 regular meeting for consideration.
2. Continue the public hearing to the August 27, 2012 regular meeting.

Recommendation

Staff recommends closing the public hearing and placing the item on the August 27, 2012 regular meeting for consideration.

Attachments

- Ordinance
- Service and Assessment Plan

Prepared and submitted by:
Opal Mauldin Robertson, City Manager
Date: August 1, 2012

ORDINANCE NO. _____

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

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

WHEREAS, on August 13, 2012 a public hearing was held and all persons owning or claiming any property proposed to be assessed or any interest therein were given an opportunity to be heard, either in person or through an agent or attorney, and all were given an opportunity to testify before the City Council and to contest the assessments proposed to be made on account of the amount thereof or because of any inaccuracy, irregularity, invalidity or insufficiency of the proceedings or contract with reference thereto, or to such improvements or on account of any matter or thing in the discretion of this governing body and on the 13th day of August, 2012, the City Council closed the public hearing; and on the 27th day of August 2012 levied assessments against property and the owners thereof in the District; and

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

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

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

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

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

- (a) **Residential lots on which construction of a home has been completed**, for these lots the assessment shall not exceed \$0.3600 (lots with homes) per \$100 of assessed valuation and \$0.5000 (lots without homes) per \$100 assessed valuation through the assessment established for 2012/2013; and
- (b) **Tax exempt property and municipal property**, for these classifications the assessment shall not exceed \$0.00 per \$100 of valuation.

SECTION 5 - ASSESSMENT LEVY: That for 2012/2013 there shall be and is hereby levied and assessed against parcels of property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sum of money set forth for in the “*Service and Assessment Plan*”, labeled herein as *Exhibit “A”* and attached hereto and made a part hereof, shown opposite the description of the respective classification of the parcels of property, and the several amounts assessed against the same, and the owners thereof, with the provision that the amount assessed against each property and respective class of properties as shown in the *Service and Assessment Plan* may be adjusted for years subsequent following an annual review of the budget for the District and the *Service and Assessment Plan*.

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

SECTION 7 - ASSESSMENT DUE: That a lien shall be established against each affected property within the district on the date the assessment is due, and shall not be released until the assessment is paid in full. This lien is superior to all other liens and

claims except liens or claims for the state, county, school district or city ad valorem taxes.

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

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

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

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on the 27th day of August, 2012.

APPROVED:

MARCUS E. KNIGHT, MAYOR

ATTEST:

DOLLE K. DOWNE, CITY SECRETARY

APPROVED AS TO FORM:

ROBERT E. HAGER, CITY ATTORNEY

EXHIBIT "A"
SERVICE AND ASSESSMENT PLAN

Department: 4 OPERATIONS Program:

Fund: 55 TRIBUTE MILLS - PID

Period Ending: 8/2012

Account Description	2010		2011		2012		2013		2014		2015		2016		2017	
	Actual	FT	Actual	FT	Actual	FT	Budget	FT								
55-0201-04-00 SUPPLIES	204.15		314.28		195.20		300.00		309.00		318.00		328.00		338.00	
55-0211-04-00 MISCELLANEOUS EXPENSE							550.00		567.00		583.00		601.00		619.00	
55-0224-04-00 POSTAGE	123.70		146.01		73.77		380.00		391.00		403.00		413.00		428.00	
55-0225-04-00 LANDSCAPING							18,000.00		18,540.00		19,096.00		19,669.00		20,259.00	
Subtotal:	327.85		460.29		268.97		19,230.00		19,807.00		20,400.00		21,013.00		21,644.00	
55-0301-04-00 GENERAL MAINTENANCE	320.00				743.00											
55-0373-04-00 LANDSCAPING	11,712.48		11,992.32		10,346.41		1,200.00		1,236.00		1,273.00		1,311.00		1,351.00	
55-0372-04-00 IRRIGATION SYS MAINT & REPAIR	2,376.00		1,965.97				1,200.00		1,236.00		1,273.00		1,311.00		1,351.00	
Subtotal:	16,408.48		13,958.19		11,087.41		1,200.00		1,236.00		1,273.00		1,311.00		1,351.00	
55-0403-04-00 INSURANCE	2,631.53		2,034.00		2,087.00		2,574.00		2,612.00		2,652.00		2,692.00		2,732.00	
55-0407-04-00 TAXES	667.27		904.84		507.61		1,250.00									
55-0410-04-00 UTILITIES - ELECTRICITY							40.00		41.00		42.00		44.00		45.00	
55-0411-04-00 UTILITIES - WATER/SEWER	30,589.28		1,525.00		1,997.66											
55-0416-04-00 OTHER PROFESSIONAL SERVICE	615.66		1,525.00		1,997.66											
55-0421-04-00 PRINTER																
55-0423-04-00 CONTRACT MOWING	1,296.00		2,123.14		1,825.74											
55-0434-04-00 SPECIAL EVENTS							142.00		146.00		151.00		155.00		160.00	
55-0436-04-00 LANDSCAPE IMPROVEMENTS							2,120.00		2,390.00		2,461.00		2,535.00		2,611.00	
55-0437-04-00 AUDIT SERVICES							330.00		1,600.00		330.00		1,600.00		330.00	
55-0446-04-00 LEGAL																
55-0450-04-00 ADMINISTRATIVE MANAGEMENT FEES	2,700.00		1,500.00		2,047.62		6,000.00		6,000.00		6,000.00		6,000.00		6,000.00	
55-0452-04-00 FILING FEES	360.00															
Subtotal:	8,270.46		20,202.30		8,786.83		12,656.00		12,789.00		11,636.00		13,026.00		11,878.00	
55-0511-04-00 PROPERTY TAXES PAID BY PID							362.00		362.00		362.00		362.00		362.00	
55-0537-04-00 DALLAS COUNTY TAX COMM SVCS	418.00		522.50													
Subtotal:	418.00		522.50				362.00		362.00		362.00		362.00		362.00	
Programs number:	25,424.79		5,261.32		20,143.21		33,448.00		34,194.00		33,671.00		35,712.00		35,235.00	
Department number: OPERATIONS	25,424.79		5,261.32		20,143.21		33,448.00		34,194.00		33,671.00		35,712.00		35,235.00	
Fund number: 55 TRIBUTE MILLS - PID	25,424.79		5,261.32		20,143.21		33,448.00		34,194.00		33,671.00		35,712.00		35,235.00	

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

LANCASTER CITY COUNCIL

Agenda Communication for
August 13, 2012

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AG12-015

Discuss the proposed Fiscal Year 2012-2013 tax rate of \$ 0.8675 per \$100 assessed valuation; receive related tax calculation documents; and set Public Hearing date on the proposed tax rate.

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

Goal: Financially Sound City Government

Background

On July 23, 2012, the Dallas County Appraisal District released the Certified Values of property for the City of Lancaster. This data has been used to calculate the effective and rollback tax rates for the 2012-2013 fiscal year.

City of Lancaster Tax Rate Comparison (per \$100 assessed valuation):

Rollback Tax Rate:	\$ 0.946641
Effective Tax Rate:	\$ 0.899462
Proposed Tax Rate:	\$ 0.8675

The City experienced a 2.65% decrease in property values. The proposed budget does not require raising more tax revenue than the previous year; therefore no action is required.

A public hearing on the proposed tax rate is scheduled for August 27, 2012.

Attachments

- 2012 Property Tax Rate Calculations

Prepared and submitted by:

Opal Mauldin Robertson, City Manager

Date: August 6, 2012

2012 Property Tax Rates in City of Lancaster

This notice concerns the 2012 property tax rates for City of Lancaster. It presents information about three tax rates. Last year's tax rate is the actual tax rate the taxing unit used to determine property taxes last year. This year's *effective* tax rate would impose the same total taxes as last year if you compare properties taxed in both years. This year's *rollback* tax rate is the highest tax rate the taxing unit can set before taxpayers start rollback procedures. In each case these rates are found by dividing the total amount of taxes by the tax base (the total value of taxable property) with adjustments as required by state law. The rates are given per \$100 of property value.

Last year's tax rate:

Last year's operating taxes	\$9,015,649
Last year's debt taxes	\$3,993,458
Last year's total taxes	\$13,009,107
Last year's tax base	\$1,499,608,876
Last year's total tax rate	\$0.867500/\$100

This year's effective tax rate:

Last year's adjusted taxes (after subtracting taxes on lost property)	\$12,978,606
÷ This year's adjusted tax base (after subtracting value of new property)	\$1,442,928,645
= This year's effective tax rate	\$0.899462/\$100

(Maximum rate unless unit publishes notices and holds hearings.)

This year's rollback tax rate:

Last year's adjusted operating taxes (after subtracting taxes on lost property and adjusting for any transferred function, tax increment financing, state criminal justice mandate, and/or enhanced indigent healthcare expenditures)	\$10,117,098
÷ This year's adjusted tax base	\$1,442,928,645
= This year's effective operating rate	\$0.701150/\$100
x 1.08 = this year's maximum operating rate	\$0.757242/\$100
+ This year's debt rate	\$0.266001/\$100
= This year's total rollback rate	\$1.023243/\$100
- Sales tax adjustment rate	\$0.076602/\$100
= Rollback tax rate	\$0.946641/\$100

Statement of Increase/Decrease

If City of Lancaster adopts a 2012 tax rate equal to the effective tax rate of \$0.899462 per \$100 of value, taxes would increase compared to 2011 taxes by \$141,400.

Schedule A – Unencumbered Fund Balance

The following estimated balances will be left in the unit's property tax accounts at the end of the fiscal year. These balances are not encumbered by a corresponding debt obligation.

Type of Property Tax Fund	Balance
General Fund	4,554,413
Debt Service Fund	718,522
	0

Schedule B – 2012 Debt Service

The unit plans to pay the following amounts for long-term debts that are secured by property taxes. These amounts will be paid from property tax revenues (or additional sales tax revenues, if applicable).

Description of Debt	Principal or Contract Payment to be Paid from Property Taxes	Interest to be Paid from Property Taxes	Other Amounts to be Paid	Total Payment
Equipment Lease	71,423	5,921	0	77,344
GO 2007	390,000	778,084	500	1,168,584
CO 2007	175,000	313,241	500	488,741
GO 2010	490,000	858,035	500	1,348,535
C O 2010	255,000	451,344	500	706,844
GO 2012	0	154,500	500	155,000
Total required for 2012 debt service				\$3,945,048
- Amount (if any) paid from Schedule A				\$0
- Amount (if any) paid from other resources				\$56,000
- Excess collections last year				\$0
= Total to be paid from taxes in 2012				\$3,889,048
+ Amount added in anticipation that the unit will collect only 100.00% of its taxes in 2012				\$0
= Total debt levy				\$3,889,048

Schedule C – Expected Revenue from Additional Sales Tax

In calculating its effective and rollback tax rates, the unit estimated that it will receive \$1,119,941 in additional sales and use tax revenues.

This notice contains a summary of actual effective and rollback tax rates' calculations. You can inspect a copy of the full calculations at 500 Elm St, Dallas, TX 75202.

Name of person preparing this notice: John R. Ames
 Title: Dallas County Tax Assessor/Collector
 Date Prepared: 08/01/2012