



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

**Monday, July 08, 2013 - 7:00 PM**

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**CALL TO ORDER**

**INVOCATION:** Ministerial Alliance

**PLEDGE OF ALLEGIANCE:** Councilmember Carol Strain-Burk

**PROCLAMATION:** Samia Nkrumah

**PRESENTATION:** Certificate of Appreciation LTC Purgerson

**CITIZENS' COMMENTS:**

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

**CONSENT AGENDA:**

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

- C1. Consider approval of minutes from the City Council Special Meeting held May 28 & 29, 2013 and City Council Regular Meeting held June 24, 2013.
- C2. Consider a resolution authorizing the award of Bid 2013-82, an annual contract, to Johnson Controls for maintenance and repair of City Heating and Air Conditioning units for an amount not to exceed \$71,311.04.
- C3. Consider a resolution awarding the bid to Postal Pros, Inc. for printing, distribution, and online payment acceptance of utility bills.
- C4. Consider a resolution approving the terms and conditions of the City owned T-Hangar non-commercial lease from building 660 at the Lancaster Regional Airport.
- C5. Consider a resolution authorizing Dallas County to resell 3712 Waters Street, a tax foreclosed property, by public or private sale, to the highest qualified purchaser, as provided by Section 34.05 of the Texas Property Tax Code.

**ACTION:**

- 6. Consider a resolution adopting City Council Goals and Objectives contained in the May 2013 City Council Retreat Report.

7. Discuss and consider an ordinance amending Chapter 8 of the Lancaster Code of Ordinances, by adopting Article 8.17, Sections 8.17.001 through 8.17.045, "Hotel/Motel Property Regulations"; providing for Definitions; providing the Powers and Duties of the Building Official as the Designated Administrator; providing for minimum standards and for the responsibilities of the Property Owner/Manager; providing Guest Responsibilities; providing for Repair Duties; providing Notice Requirements; providing Affirmative Defenses; providing for a Rental Agreement, Disclosures and Administrative Responsibilities; providing requirements for Trade Name Registration; providing for Application, Place of Business, Issuance, Renewal and Expiration of License; providing for the establishment of a Hotel/Motel License Fee; providing for Display, Replacement and Transferability; and providing a penalty of fine not to exceed five hundred dollars (\$500.00).
8. Discuss and consider a resolution amending the Master Fee Schedule, Article 3.000 Building Related Fees to provide an annual inspection fee for hotel/motel property rental units.
9. Discuss and consider designation of the City's voting representative to the North Central Texas Council of Governments.

## ADJOURNMENT

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

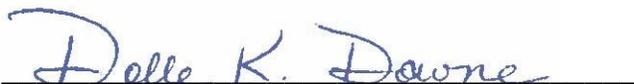
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ACCESSIBILITY STATEMENT: The Municipal Center is wheelchair-accessible. For sign interpretive services, call the City Secretary's office, 972-218-1311, or TDD 1-800-735-2989, at least 72 hours prior to the meeting. Reasonable accommodation will be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

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### Certificate

I hereby certify the above Notice of Meeting was posted at the Lancaster City Hall on July 5, 2013 @ 8:30 a.m. and copies thereof were hand delivered to the Mayor, Mayor Pro-Tempore, Deputy Mayor Pro-Tempore and Council members.



Dolle K. Dawne, TRMC  
City Secretary

# LANCASTER CITY COUNCIL

## Agenda Communication

July 8, 2013

Item 1

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**Consider approval of minutes from the City Council Special Meeting held May 28 & 29, 2013 and City Council Regular Meeting held June 24, 2013.**

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### Background

Attached for your review and consideration are minutes from the:

- City Council Special Meeting held May 28 & 29, 2013 (strategic planning)
- City Council Regular Meeting held June 24, 2013

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### **Submitted by:**

Dolle K. Downe, City Secretary

## MINUTES

### LANCASTER CITY COUNCIL MEETING OF MAY 28 & 29, 2013

The City Council of the City of Lancaster, Texas, met on May 28, 2013 in a special meeting for the first day of strategic planning at the Lancaster Recreation Center, 1700 Veterans Memorial Parkway at 8:37 a.m. with a quorum present to-wit:

#### **Councilmembers Present:**

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

#### **City Staff Present:**

Opal Mauldin Robertson, City Manager  
Aretha Adams, Assistant City Manager  
Dolle Downe, City Secretary  
Julia Novak, The Novak Consulting Group, facilitator  
Robert E. Hager, City Attorney [departed at 10:40 a.m.]

#### **Call to Order:**

Mayor Knight called the meeting to order at 8:37 a.m. on May 28, 2013.

City Council met on the first day of a two day strategic planning session.

Facilitator Novak welcomed everyone and asked participants to share their expectations for the planning session. Facilitator Novak reviewed norms for the meeting.

City Attorney Hager discussed the purpose for having City Council Rules and Procedures and then reviewed the rules and procedures including discussions regarding the procedure for putting an item on the agenda, the amount of time citizens have to address the Council, and the need to remind citizens why Council cannot respond to comments during the Citizens Comments portion of the agenda [Texas Open Meetings Act].

City Attorney Hager stated that the City's Ethics Ordinance outlines specifics, while the Code of Ethics in the Rules and Procedures represents the philosophy. Following discussion, City Attorney Hager suggested the Code of Ethics Ordinance be reviewed and updated. Council agreed to further discussion at an upcoming work session.

Council reviewed the Censure Policy and discussed holding one another accountable.

City Attorney Hager departed at 10:40 a.m. Council recessed for a brief break at 10:40 a.m. and reconvened at 10:50 a.m.

Facilitator Novak led discussions regarding the Lancaster "Brand" with councilmembers reflecting on what they considered the Brand to be. Further discussion was held regarding the Council's role in protecting the Brand.

City Council recessed for lunch at 11:50 a.m. and reconvened at 12:20 p.m.

Facilitator Novak made a brief presentation on Civility and its importance in civic engagement and enhancing the Lancaster Brand. Council discussed the importance of encouraging debate without becoming fractured. The City Manager and councilmembers received feedback on how they enhance the Lancaster Brand and what could be done differently to further enhance the Brand.

Council recessed at 1:10 p.m. and reconvened at 1:20 p.m.

Facilitator Novak led review of the Council House Rules [from the Council Rules and Procedures]. Council discussed and clarified house rules and processes.

Council recessed at 3:30 p.m. and reconvened at 3:45 p.m.

City Manager Mauldin Robertson highlighted successes and recapped progress made on fiscal year 2012-2013 goals and objectives including but not limited to: increasing fund balance from 3% to 21%; amount of funds in excess of 12% going towards one time expenditures; updates to storm water ordinance; growth in the Youth Advisory Commission; volunteer program growth with a first volunteer appreciation event; new focus on social media; educational focus with Public Improvement Districts; additional technology in the field for staff; an RFP issued for updating the City's Comprehensive Plan; continued commercial and industrial developments including Prologis 5 building, Chicken Express, Family Dollar, Seattle's Best Coffee, Mobis facility and Kia; continued focus on in-house water, sewer and routine street maintenance projects; continued targeting and marketing to retail outlets to locate in Lancaster; continued progress and collaboration with FAA and TxDOT Aviation on Airport Master Plan; on time compliance with FCC radio requirements; continued use of the Pavement Management Program for strategic repair and replacement of City streets; and identified a site and discussions on partnering with the school district regarding a new Fleet Maintenance facility.

Mayor Knight recessed the meeting at 4:52 p.m.

### **LANCASTER CITY COUNCIL MEETING OF MAY 29, 2013**

The City Council of the City of Lancaster, Texas, reconvened on May 29, 2013 at the Lancaster Recreation Center, 1700 Veterans Memorial Parkway at 8:38 a.m. with a quorum present to-wit:

**Councilmembers Present:**

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

**City Staff Present:**

Opal Mauldin Robertson, City Manager  
Aretha Adams, Assistant City Manager  
Dolle Downe, City Secretary  
Julia Novak, The Novak Consulting Group

Facilitator Novak opened the second day of the planning session with a recap of the previous day's discussions and brief discussion on training goals for councilmembers.

City Council reviewed the existing Key Performance Areas which include:

- Financially Sound City Government
- Civic Engagement
- Healthy, Safe and Vibrant Neighborhoods
- Professional and Committed City Workforce
- Sound Infrastructure
- Quality Development

and determined that the existing six Key Performance Areas remain essential to achieving the Lancaster Vision.

Facilitator Novak led Council in defining potential initiatives under each of the six key areas outlined above.

City Council recessed for lunch at 11:00 a.m. and reconvened at 11:45 a.m.

Council continued discussions regarding initiatives, evaluating suggestions and refining objectives. City Manager Mauldin Robertson sited potential programs including rental property inspection program, review and update of City's economic incentive policy, codification of the Lancaster Development Code, and regional collaboration regarding dispatch.

With additional discussion, City Council prioritized target initiatives for fiscal year 2014 to include: retaining a competitive City tax rate; supporting neighborhoods in the creation of Public Improvement Districts throughout the City to strengthen and connect neighborhoods; assess community policing strategy and determine appropriate staffing levels and deployment; update Compensation Survey and provide data to Council regarding pay relative to established policy; promote the development of a nationally branded hotel/convention center in Lancaster by pursuing opportunities and developing a strategy; gauge interest of the development community in pursuing development on the north side of Interstate 20 at Houston School Road; and prioritize maintenance initiatives based on Pavement Management Program results.

Adoption of the goals and objectives in the 2013-2014 Work Plan will be formally considered at an upcoming City Council meeting.

Council concluded with reflections on this year's planning session and expressed appreciation to Ms. Novak and staff.

The meeting was adjourned at 1:10 p.m.

**ATTEST:**

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Dolle K. Downe, City Secretary

**APPROVED:**

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Marcus E. Knight, Mayor

## MINUTES

### LANCASTER CITY COUNCIL MEETING OF JUNE 24, 2013

The City Council of the City of Lancaster, Texas, met in Regular session in the Council Chambers of City Hall on June 24, 2013 at 7:00 p.m. with a quorum present to-wit:

**Councilmembers Present:**

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

**Councilmember Absent:**

Mayor Marcus E. Knight

**City Staff Present:**

Opal Mauldin Robertson, City Manager  
Alicia Oyedele, Assistant to the City Manager  
Dori Lee, Human Resources Director  
Ed Brady, Economic Development Director  
Thomas Griffith, Fire Chief  
Larry Flatt, Police Chief  
Rona Stringfellow, Managing Director Public Works / Development Services  
Sean Johnson, Parks and Recreation Director  
Mark Divita, Airport Manager  
Dolle Downe, City Secretary

**Call to Order:**

Mayor Pro Tem Daniels called the meeting to order at 7:00 p.m. on June 24, 2013.

**Invocation:**

Pastor Mike Flemons with Zion Chapel gave the invocation.

**Pledge of Allegiance:**

Deputy Mayor Pro Tem Nina Morris led the pledge of allegiance.

**Citizens Comments:**

There were no citizen comments.

**Consent Agenda:**

City Secretary Downe read the consent agenda.

- C1. Consider approval of minutes from the City Council Regular Meeting held June 10, 2013.**

- C2. Consider a resolution authorizing the award of Bid 2013-97 for concrete and asphalt repairs at the Lancaster Regional Airport to C&M Concrete in an amount not to exceed \$162,878.40.**
- C3. Consider a resolution approving the terms and conditions of the City owned T-Hangar non-commercial lease from building 700 at the Lancaster Regional Airport.**
- C4. Consider a resolution adopting the City of Lancaster State Auxiliary Museum Policy.**
- C5. Consider a resolution authorizing the City Manager to extend Stage 2 of the City of Lancaster Water Conservation and Drought Contingency and Water Emergency Response Plan until May 2014 as required by the Wholesale Treated Water Contract between the City of Dallas and City of Lancaster.**
- C6. Consider a resolution ratifying the submission of applications to Dallas County for funding under the Fiscal Year 2013 Dallas County Community Development Block Grant (CDBG) Program for reconstruction of existing roadways: Marsalis Road from Pleasant Run Road to Green Drive and Gant Drive from Brady Drive to Marsalis Road.**

Councilmember Mejia pulled consent item C5.

**MOTION:** Councilmember Mejia made a motion, seconded by Councilmember Jaglowski, to approve consent items C1 - C4 and C6. The vote was cast 6 for, 0 against [Knight absent].

Councilmember Mejia requested additional information for citizens regarding when residents may water under Stage 2 water restrictions [item C5].

Director Stringfellow noted that this item extends Stage 2 of the water conservation plan. City Manager Mauldin Robertson stated that residents with even digit addresses may water on Sundays and Thursdays and odd digit addresses may water on Saturdays and Wednesdays, before 10 a.m. and after 6 p.m.

Councilmember Harris asked about irrigation systems versus hand watering.

City Manager Mauldin Robertson stated that the use of soaker hoses, drip irrigation and hand watering is allowed at any time, further noting that there are watering exceptions for newly planted landscaping.

**MOTION:** Councilmember Mejia made a motion, seconded by Councilmember Strain-Burk, to approve a resolution authorizing the City Manager to extend Stage 2 of the City of Lancaster Water Conservation and Drought Contingency and Water Emergency Response Plan until May 2014 as presented. The vote was cast 6 for, 0 against [Knight absent].

**7. Discuss and consider a resolution authorizing the City Manager to execute an economic development agreement pursuant to Chapter 380, Texas Local Government Code, by and between the City of Lancaster and Johnstone Supply, Inc.**

Economic Development Director Brady stated that Johnstone Supply is a HVAC parts warehouse distribution company that has leased approximately 160,000 square feet in ProLogis 20/35 Park for ten years. Director Brady noted that the agreement is for a business personal property tax grant of 25% for a period of ten years.

Councilmember Mejia commented that this is another great opportunity for the City to bring in a business that creates primary payroll jobs in the ProLogis Park and looks forward to doing business with them. Councilmember Mejia congratulated Johnstone Supply and ProLogis.

Councilmember Strain-Burk asked if Johnstone supplies a certain brand of HVAC parts. Director Brady indicated he did not know if the parts were a specific brand or their own. Councilmember Strain-Burk commented that it is great to have another addition to ProLogis Park and that an excellent foundation was laid to have that infrastructure in place to attract these businesses.

**MOTION:** Councilmember Strain-Burk made a motion, seconded by Councilmember Mejia, to approve a resolution authorizing the City Manager to execute an economic development agreement by and between the City of Lancaster and Johnstone Supply, Inc. The vote was cast 6 for, 0 against [Knight absent].

**MOTION:** Councilmember Strain-Burk made a motion, seconded by Councilmember Mejia, to adjourn. The vote was cast 6 for, 0 against [Knight absent].

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

**ATTEST:**

**APPROVED:**

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Dolle K. Downe, City Secretary

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Marcus E. Knight, Mayor

# LANCASTER CITY COUNCIL

## Agenda Communication

July 8, 2013

Item 2

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**Consider a resolution authorizing the award of Bid 2013-82, an annual contract, to Johnson Controls for maintenance and repair of City Heating and Air Conditioning units for an amount not to exceed \$71,311.04.**

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

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

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### Background

The services under this contract will provide preventative maintenance and repairs for all City facilities and the change out of the fan box filters at the Public Safety building once a year. This is a one year agreement with four additional one-year renewal options.

### 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.
- **Legal** – The bid was processed in accordance with all local and state purchasing statutes. One bid was received. The responsive vendor is not M/WBE certified.
- **Financial** – Funding is included in the current year's budget. Expenditures will not exceed \$71,311.04. The contract amount is for the initial contract year only. Prices are subject to increase after year one; however, they may not exceed the current Consumer Price Index (U) for the D/FW Region.
- **Public Information** - Bids were posted on the City's e-procurement system and advertised in the Focus Daily News on March 22 and 29, 2013. A pre-bid meeting was held on April 9, 2013 and bids were opened on May 3, 2013.

### Options/Alternatives

1. City Council may award the bid as presented.
2. City Council may reject the bid.

**Recommendation**

Staff recommends awarding bid 2013-82 to Johnson Controls and authorizing the City Manager to execute the agreement in an amount not to exceed \$71,311.04.

**Attachments**

- Resolution
- Contract
- Tab Sheet

**Submitted by:**

Dawn Berry, Purchasing Agent

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, AUTHORIZING THE AWARD OF BID 2013-82, AN ANNUAL CONTRACT, TO JOHNSON CONTROLS FOR MAINTENANCE AND REPAIR OF CITY HEATING AND AIR CONDITIONING (HVAC) UNITS FOR AN AMOUNT NOT TO EXCEED \$71,311.04, 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**, Johnson Controls will provide HVAC services to all City buildings; and

**WHEREAS**, the City Council of Lancaster, Texas, desires to contract with Johnson Controls for the above referenced services;

**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 purchase of HVAC services as described in Bid 2013-82 to Johnson Controls for an amount not to exceed \$71,311.04 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 8<sup>th</sup> day of July, 2013.

**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	2013-82 Addendum 2	Department		Building
Title	HVAC Maintenance & Repairs	Building		
Bid Type	ITB	Floor/Room		Floor/Room
Issue Date	03/20/2013	Telephone	(972) 218-1329	Telephone
Close Date	5/3/2013 10:00:00 AM CT	Fax	(972) 218-3621	Fax
Need by Date		Email	dberry@lancaster-tx.com	Email

## Supplier Information

Company	Johnson Controls
Address	3021 West bend Dr
	Irving, TX 75063
Contact	Kristie Brooks
Department	
Building	
Floor/Room	
Telephone	1 (214) 7096468
Fax	1 (972) 8689421
Email	kristie.e.brooks@jci.com
Submitted	5/3/2013 12:39:39 AM CT
Total	\$1,224,579.92

Signature \_\_\_\_\_

## Supplier Notes

The two technicians that will be assigned to this account are Chad Young and Steve Conrad - they have been working on the City of Lancaster for the entire term of the previous contract. I tried to upload a summary of their Licenses but was unsuccessful. I will submit via email

## Bid Notes

## Bid Activities

Date	Name	Description
3/22/2013 8:00:00 AM	Week 1	Week 1 Advertisement - Focus News
3/29/2013 8:00:00 AM	Week 2	Week 2 Advertisement - Focus News

4/9/2013 9:00:00 AM	Pre-Bid Meeting - Walk Through	A pre-bid meeting will be held at: <p>City Hall Council Chambers , 211 N. Henry Lancaster, TX 75146
6/24/2013 7:00:00 PM	Council Approval	This item is tentatively scheduled for Council approval.

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### Bid Messages

Date	Subject	Message
04/04/13	Reminder:	A pre-bid meeting and walkthrough will be held April 9 at 9:00 AM.
04/29/13	Pre-Bid / Walk Through	The City received a request to hold an additional pre-bid meeting and walk through. A second meeting / walk through will NOT be conducted.  Thank you for your interest in working with the City of Lancaster.

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Please review the following and respond where necessary

#	Name	Note	Response
1	Annual Contract	This agreement will contain a fixed pricing structure for the term of the agreement. Quantities shown are estimates and NOT a commitment to buy any specific quantity. Orders will be placed on a non-exclusive, "as needed", basis. Orders placed by the City of Lancaster will be done with a purchase order.	Agreed
2	One Year - 4 Renewals	Length of this contract shall be for one (1) full year with the option to renew the contract for four additional one-year periods. Both parties must be in agreement.	Agree
3	Price Increases	Prices are firm for the first year. Any price increase after year one, must be justified and documentation submitted. Price increases may not exceed the current Consumer Price Index (U) for the D/FW Region.	Agree
4	Response Term	Responses shall be valid for ninety (90) calendar days after the opening date and shall constitute an irrevocable offer to the City of Lancaster for the 90 calendar day period. The 90 calendar day period may be extended by mutual agreement of the parties.	Agree
5	Terminology	Throughout this document, the terms Contractor, Bidder, Proposer, and/or Vendor may be used interchangeably. Reference to any of these terms throughout this document should be construed by the reader as meaning any bidder for the products/services being requested (e.g., Bidder, Proposer); or the bidder who has been awarded a bid/RFQ or contract (e.g., Contractor, Vendor).	Agree
6	Company Ownership	Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.	No
7	Financial Default	Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.	NO
8	Litigation	Address any performance related litigation that your firm may be, or has been, involved in over the last five (5) years.	NA to this bid

9	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
10	Non-Performance	Identify if your firm has had any contracts terminated due to non-performance over the past five (5) years.	NO
11	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
12	PROPERTY TAXES	Please indicate whether you or your company, owe delinquent property taxes to the City whether an assumed name, partnership, corporation, or any other legal form.	Do Not
13	Website Address	Enter product website information	www.johnsoncontrols.com
14	T&C Acknowledgement	I have read and agree to the terms and conditions of this bid.	Agreed
15	Bid Acknowledgement	Bidder affirms that they have read and understand all requirements of this proposal. Additionally, the bidder affirms that they are duly authorized to execute this contract and that this company has not prepared this proposal in collusion with any other proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the bidder nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this type of business prior to the official opening of this proposal.	Agreed
16	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
17	Insurance	Vendor shall provide insurance as listed in the insurance requirements attached.	Understood
18	Alternate Items	1.) Variations from the specification may be acceptable provided such differences are noted on the bid and detailed specifications uploaded for review.  <p>2.) Any substitutions from the brand name mentioned must be proved to be equal and may be considered for award by the Purchasing Agent and requesting department, if so proven.	Agreed
19	County	What county is your principal place of business located?	Dallas
20	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)
21	Audit	The City reserves the right to audit the records and performance of the Contractor during the term of the contract and for three years thereafter.	(No Response Required)

22	Contractor Responsibility	Keep project area in a safe and clean environment at all times during the contract period. Ensure all work is executed in accordance with OSHA (Occupational Safety and Health Administration) Requirements. Contractor must ensure that all Federal, State, and Local regulation are met.	(No Response Required)
23	Variation from Specification	Variations from the Specifications may be acceptable provided such differences are noted on the bid and are deemed to be advantageous to the City.	(No Response Required)
24	Damage	Contractors are responsible for repairs caused by their negligence for any damage to public right of way and/or private property.. Repairs must be completed prior to final acceptance of job for payment.	(No Response Required)
25	MWBE 1	Is your company M/WBE or HUB certified?	No
26	MWBE 2	If yes, what is your certification number?	n/a
27	MWBE 3	If yes, what agency completed the certification?	n/a
28	MWBE 4	If yes, what is the expiration date of your certification?	n/a
29	Contractor Registration	The awarded vendor will be required to register with the City as a contractor. The current fee is \$100. Application is available at <a href="http://www.lancaster-tx.com">www.lancaster-tx.com</a> or at Building Inspection.  <BLOCKQUOTE>700 E. Main Street  Lancaster, TX 75146  Hours of operation M-F 8:00 AM - 5:00 PM.	Understood
30	BID PROTESTS	All protests regarding the bid solicitation process must be submitted in writing to the Purchasing Agent within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as protests relating to alleged improprieties or ambiguities in the specifications. <p>  The limitation does not include protests relating to staff recommendations as to award of a bid. Protests relating to staff recommendations may be directed to the City Council by contacting the City Secretary PRIOR to Council Award.	Agreed
31	Notification	How did you here about this bid opportunity?	e-pro
32	Plan Room - Other	If yes for a plan room or other, please list which plan room or other means of notification.	n/a
33	Warranty Information	Enter Warranty Information	12 months
34	Certifications / License	Upload to RESPONSE ATTACHMENTS a complete list of all personnel that will be assigned to this project detailing their experience, certifications and/or licenses.	see attachments, - HVAC License #TACLA23579C

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## Line Items

#	Qty	UOM	Description	Response
1	12	Months	Ames Pump Station - Full Service Maintenance excluding complete unit replacement and refrigerant.	\$247.25
Item Notes: Unit Price equals the cost per month.				
Supplier Notes:				
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2	12	Months	Airport - Full Service Maintenance excluding complete unit replacement and refrigerant.	\$1,982.00
Item Notes: Unit Price equals the cost per month				
Supplier Notes:				
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3	12	Months	Animal Shelter - Full Service Maintenance excluding complete unit replacement and refrigerant.	\$64.08
Item Notes: Unit Price equals the cost per month				
Supplier Notes:				
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4	12	Months	City Hall - Full Service Maintenance excluding complete unit replacement and refrigerant.	\$247.58
Item Notes: Unit Price equals the cost per month				
Supplier Notes:				
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5	12	Months	Community House - Full Service Maintenance excluding complete unit replacement and refrigerant.	\$88.00
Item Notes: Unit Price equals the cost per month				
Supplier Notes:				
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6	12	Months	Court - Full Service Maintenance excluding complete unit replacement and refrigerant.	\$150.08
Item Notes: Unit Price equals the cost per month				
Supplier Notes:				
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7	12	Months	Fire Station 2 - Full Service Maintenance excluding complete unit replacement and refrigerant.	\$84.50
Item Notes: Unit Price equals the cost per month				
Supplier Notes:				

8	12	Months	Fire Station 3 - Full Service Maintenance excluding complete unit replacement and refrigerant.	\$82.25
Item Notes: Unit Price equals the cost per month				
Supplier Notes:				
9	12	Months	Golf Course - Full Service Maintenance excluding complete unit replacement and refrigerant.	\$147.33
Item Notes: Unit Price equals the cost per month				
Supplier Notes:				
10	12	Months	Library - Full Service Maintenance excluding complete unit replacement and refrigerant.	\$889.42
Item Notes: Unit Price equals the cost per month				
Supplier Notes:				
11	12	Months	Public Safety Building/Fire Station 1 - Full Service Maintenance excluding complete unit replacement and refrigerant.	\$662.08
Item Notes: Unit Price equals the cost per month				
Supplier Notes:				
12	12	Months	Pump Station - Full Service Maintenance excluding complete unit replacement and refrigerant.	\$248.42
Item Notes: Unit Price equals the cost per month				
Supplier Notes:				
13	12	Months	Recreation Center - Full Service Maintenance excluding complete unit replacement and refrigerant.	\$1,485.25
Item Notes: Unit Price equals the cost per month				
Supplier Notes:				
14	12	Months	Recreation Center - Dextron Unit - Preventative Maintenance only.	\$165.58
Item Notes: Unit Price equals the cost per month				
Supplier Notes:				
15	12	Months	Senior Center - Full Service Maintenance excluding complete unit replacement and refrigerant.	\$248.17
Item Notes: Unit Price equals the cost per month				
Supplier Notes:				

---

16 12 Months Service Center - Full Service Maintenance excluding complete unit replacement and refrigerant. \$78.75

Item Notes: Unit Price equals the cost per month

Supplier Notes:

---

17 12 Months Visitor Center/Museum - Full Service Maintenance excluding complete unit replacement and refrigerant. \$91.42

Item Notes: Unit Price equals the cost per month

Supplier Notes:

---

18 1 EA Labor Rate - Technician \$112.00

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Response Time	Please list your response time.	2 hrs

---

19 1 EA Mark up on Equipment 30.00%

Item Notes:

Supplier Notes: 30% mark up on all equipment

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Cooperative Pricing on Equipment	Does your firm offer cooperative pricing on equipment through agencies such as TXMAS or BuyBoard? If yes, please upload contract details to the response attachments tab.	TXMAS Contract Number - TXMAS-5-03FAC020 Buyboard Contract 384-11 Choice Facility Contract Number #09/003JC-01  I tried to upload the contract details on each of these but the files were too large and would not upload. If required I will be happy to provide to the city on a flash drive.

---

20 1 EA Trip Fee \$100.00

Item Notes:

Supplier Notes:

---

21 1 EA Handling Fee \$0.00

Item Notes:

Supplier Notes:

---

22 1 EA Fees: Other \$0.00

Please upload a list of all fees that will be charged to the RESPONSE ATTACHMENT TAB.

Item Notes:

Supplier Notes: shipping fee on equipment will be added to material charges based on individual shipment weight

---

25 1 EA Total Monthly cost for all locations (excluding those designated as PM or Filter only) for full Service Maintenance excluding complete unit replacement and including refrigerant. \$68,411.00

Item Notes: Vendors shall upload a spread sheet and provide a per location cost that equals the amount included here.

Supplier Notes:

---

26 1 EA Total Monthly cost for all locations (excluding those designated as PM or Filter only) for full Service Maintenance including complete unit replacement and refrigerant. \$1,069,491.00

Item Notes: Vendors shall upload a spread sheet and provide a per location cost that equals the amount included here.

Supplier Notes: see spreadsheet in response attachment section

---

27 1 MO Public Safety Building - Annual Cost to replace filers only on 72 Fan Power Boxes. \$2,920.00

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Filter Unit Price	What is the unit price per Fan Motor Box?	40.55

---

Response Total: \$1,224,579.92

---

# Tab Sheet

## HVAC Maintenance

	Site	Current Contract	Full Service Maintenance Excluding Complete Replacement and Refrigerant		Full Service Maintenance Including Refrigerant and Excluding Complete Replacement		Full Service Maintenance, Complete Replacement and Refrigerant
			MO Price	Per Year	MO Price	Per Year	
1	Ames	Not Included	\$ 247.25	\$ 2,967.00	\$ 261.167	\$ 3,134.00	
2	Airport	Included	\$ 165.17	\$ 1,982.04	\$ 193.003	\$ 2,316.04	
3	Animal Shelter	Included	\$ 64.08	\$ 768.96	\$ 72.663	\$ 871.96	
4	City Hall	Included	\$ 247.58	\$ 2,970.96	\$ 285.997	\$ 3,431.96	
5	Community House	Included	\$ 88.00	\$ 1,056.00	\$ 97.667	\$ 1,172.00	
6	Municipal Court	Included	\$ 150.08	\$ 1,800.96	\$ 166.997	\$ 2,003.96	
7	Fire Station #2	Included	\$ 84.50	\$ 1,014.00	\$ 101.417	\$ 1,217.00	
8	Fire Station #3	Included	\$ 82.25	\$ 987.00	\$ 91.667	\$ 1,100.00	
9	Golf	Included	\$ 147.33	\$ 1,767.96	\$ 179.580	\$ 2,154.96	
10	Library	Included	\$ 889.42	\$ 10,673.04	\$ 1,023.920	\$ 12,287.04	
11	Public Safety	PM only	\$ 662.08	\$ 7,944.96	\$ 684.413	\$ 8,212.96	
12	Pump Station	Included	\$ 248.42	\$ 2,981.04	\$ 258.087	\$ 3,097.04	
13	Rec Center	Included	\$ 1,485.25	\$ 17,823.00	\$ 1,557.917	\$ 18,695.00	
14	Rec Unit Dectron Unit	PM only	\$ 165.58	\$ 1,986.96	\$ 196.747	\$ 2,360.96	
15	Senior Center	PM only	\$ 248.17	\$ 2,978.04	\$ 321.420	\$ 3,857.04	
16	Service Center	Included	\$ 78.75	\$ 945.00	\$ 93.667	\$ 1,124.00	
17	Visitor Center	PM only	\$ 91.42	\$ 1,097.04	\$ 114.587	\$ 1,375.04	
		\$61,902.00		\$ 61,743.96		\$ 68,411.00	\$1,069,491.00
	Replace Filters on 72 Fan Power Boxes	Not Included		\$ 2,920.00		\$ 2,920.00	
	<b>Average</b> Refrigerent Expense per Year			<b>\$5,500.00</b>		<b>Included</b>	
	<b>Total per Year</b>	\$61,902.00		\$ 70,163.96		\$ 71,331.00	

Labor Rate - Technician	<b>\$112.00</b>
Mark up on Equipment	<b>30%</b>
Trip Fee	<b>\$100.00</b>
Handling Fee	<b>\$0.00</b>

	Fees: Other <input type="checkbox"/> Please upload a list of all fees that will be charged to the RESPONSE ATTACHMENT TAB.	<b>\$0.00</b>
--	--	---------------

# LANCASTER CITY COUNCIL

## Agenda Communication

July 8, 2013

Item 3

---

**Consider a resolution awarding the bid to Postal Pros, Inc. for printing, distribution, and online payment acceptance of utility bills.**

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

**Goal: Financially Sound City Government**

---

### **Background**

The City of Lancaster currently has a contract with Dataprose, Inc. for the printing, distribution and online payment and acceptance of utility bills. The current contract expires on July 31, 2013. Currently the cities of DeSoto and Duncanville utilize Postal Pros. Inc. for these services. The scope of services includes labor, technology, print, mail, e-bill utility billing statements and inserts, both residential and commercial customers.

### **Considerations**

- **Operational** – This agreement includes the availability of information such as usage graphs, and generalized message, bill inserts, advanced technology for volume postage discount due to bulk sorting and mailing, and increased response to customer requests. Additionally, this solution continues the provision of electronic bill presentation (e-mail) as well as an electronic payment option. Online credit card payments processing is included in the services. The agreement would allow the use of an IVR Automated System. This program will allow customers to call to check balances, leave messages and or make payments without being placed on hold. It will also provide an option to outbound calls for shutoff reminders. The term of agreement is three (3) years.
- **Financial** – The purchase order is awarded by unit price and the total amount is estimated and the actual expenditures may be less depending on actual needs. The price per unit will not change and expenditures will not exceed \$88,000.

The agreement would allow an approximate savings of \$27,298.20 annually for printing and distribution.

- **Legal Section** – The resolution has been reviewed and approved as to form by the City Attorney.
- **Public Information** – Item is being considered at a regular meeting of the City Council posted in accordance with Texas Open Meetings Act.

**Options/Alternatives**

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

**Recommendation**

Staff recommends approving the resolution.

**Attachments**

- Resolution
  - City of Duncanville Bid with Postal Pros
- 

**Submitted by:**

Crystal Cloud, Utility Billing Manager  
Opal Mauldin Robertson, City Manager

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, AWARDING THE BID TO POSTAL PROS, INC. FOR PRINTING, DISTRIBUTION, AND ONLINE PAYMENT ACCEPTANCE OF UTILITY BILLS; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO ISSUE A PURCHASE ORDER; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the service to provide water bill distribution is necessary; and

**WHEREAS,** the City Council of the City of Lancaster desire the use of said services;

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

**SECTION 1.** The City Council awards the bid to the Postal Pros, Inc. for the printing, distribution, and online payment of utility bills as described in the attached contract, attached hereto and incorporated by reference as Exhibit "A";

**SECTION 2.** The City Manager of the City of Lancaster, Texas or designee is authorized to execute the purchase order.

**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 8th day of July 2013.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Dolle K. Downe, City Secretary

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

**APPROVED AS TO FORM:**

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

# DUNCANVILLE

The Perfect Blend of Family, Community and Business.

Finance Department

P.O. Box 380280

Duncanville, TX 75138-0280

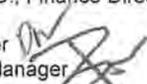
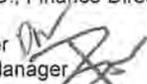
www.duncanville.com

## MEMORANDUM

**DATE:** April 25, 2013

**TO:** Greg Contreras, Interim City Manager

**VIA:** Richard Summerlin, C.P.A., C.G.F.O., Finance Director 

**FROM:** Dana Mitchell, Utility Billing Manager   
Brunswick O. Morton, Purchasing Manager 

**SUBJECT:** Consider Approval of a Three-Year Term Agreement for Purchase of Water Bill Printing, Mailing, and E-Billing Services with Postal Pros, Inc. dba Documents Southwest in the amount of \$311,040, in addition to including the City of DeSoto, as Additional Participant as Part of the Best Southwest Cooperative Purchasing Program: May 7, 2013 Agenda

Requests for Competitive Sealed Proposals (RFCSP's) were received prior to the proposal deadline of 2:00 p.m. on March 7, 2013 for a "joint venture" of the Cities of Duncanville and DeSoto for the "turnkey" printing, mailing, and e-billing of utility billing statements. Proposals were seeking qualified firms to use state-of-the art technology to extrapolate, print, and mail over a combined volume of 343,200 utility billing statements annually, of which 150,000 was for the City of Duncanville. The first and original three year agreement of this type was awarded in May of 2003. The current three year agreement's final one year renewal option expires this May 22nd. Two-hundred and ninety proposal notices were sent through Demand-Star. Thirty-five vendors requested proposal documents. Eleven proposals were received on March 7, 2013 by 2:00 p.m. deadline.

The services include the provision of labor, technology services and support, preparation, sorting, and mailing of the City's water bill statements, in addition to electronic bill presentment and e-billing services, all provided by Documents Southwest. Prior to May, 2003, City water bill statements were prepared, printed, and distributed in-house. The benefits of third party preparation and distribution of water bills are: availability of more information (i.e. usage graphs, generalized messages, etc.); availability of "stuffers" for enhanced citizen communication; elimination of mailing equipment and paper stock costs (i.e. statements, envelopes, etc.); advanced technology for volume postage discount due to bulk sorting and mailing; and increased response time to customer requests. Additionally, this service continues the City's provision of a service that allows customers to receive their water bills electronically by email and then make that payment also electronically by credit card and or electronic file transfer (ebilling). Also, most of the proposed pricing remains the same as the current agreement with the exception of electronic bill presentment which is \$100 less per month at \$300 per month and the proposed per ebill presentment fee is \$.35 cents compared to the current \$.50 cents per bill presentment fee.

The selection of the most advantageous and best value proposal is based upon the overall scoring of pre-determined evaluation criteria such as total costs (up to 30 points), financial capability (up to 10 points), technical compliance (up to 20 points), relevant experience (up to 15 points), and past successful relationship with the City (up to 25 points). Chapter 252.021(c) of the Local Government Code allows for the prior evaluation criteria to be considered for competitive sealed proposals. After further evaluation, staff determined that the proposal from Postal Pros, Inc. dba Documents Southwest of Albuquerque, New Mexico is the most advantageous and best valued proposal submitted at an estimated cost of \$311,040 (\$103,680 per year); "joint venture" costs totals for both the cities of DeSoto and Duncanville is an estimated \$646,900. The proposal tabulation is appended.

Funds are available (\$104,000) in the Finance Department's Utility Accounting division's budget for this expenditure. It is recommended that the City Council consider approval of a three-year term agreement for purchase of water bill printing, mailing, and e-billing services with Postal Pros, Inc. dba Documents Southwest in the amount of \$311,040, (\$103,680 per year) in addition to including the City of DeSoto as an additional participant.



**City of Duncanville  
Proposal Value Tabulation**

RF CSP#13-15  
THREE-YEAR TERM PROPOSAL FOR TURN KEY WATER BILL PRINTING, MAILING, AND E-BILLING SERVICES  
MARCH 7, 2013 @ 2:00 PM

<u>Bidder</u>	<u>Estimated 3 Year Costs Proposed</u>	<u>Total Costs - Max. 30 Points</u>	<u>Financial Capability - Max. 10 Points</u>	<u>Technical Compliance - Max. 20 Points</u>	<u>Relevant Experience - Max. 15 Points</u>	<u>Past Success with the City Max. 25 Points</u>	<u>Total Best Value Max. 100 Points</u>
<b>Postal Pros, Inc. dba Documents Southwest</b>	<b>\$311,040.00</b>	<b>25</b>	<b>6</b>	<b>19</b>	<b>14</b>	<b>24</b>	<b>88</b>
Document Management Professionals Business Process Outsourcing	\$275,216.00	29	9	20	15	0	73
DP2 Billing Solutions	\$269,460.00	30	0	20	15	0	65
Wells Fargo Bank, NA	\$386,820.00	21	0	20	5	13	59
SourceHOV	\$387,936.00	21	2	20	15	0	58
The Data Center, LLC	\$397,362.00	20	8	20	10	0	58
Electronic Output Solutions, Inc.	\$409,164.00	20	5	20	10	0	55
Billtrust	\$288,540.00	28	2	20	5	0	55
OSG Billing Services	\$295,522.00	27	0	20	5	0	52
O'Neil Data Systems	\$391,032.80	21	2	20	5	0	48
Pinnacle Data Systems, LLC.	\$302,700.30	27	0	20	0	0	47

**Request for Competitive Sealed Proposals**

**(RFCSP #13-15)**

**Three Year Term Proposal  
for**

**Utility Billing Printing, Mailing, and E-Billing Services**

**City of Duncanville  
Mr. Brunswick O. Morton  
Purchasing Office  
203 E. Wheatland Rd.  
Duncanville, TX 75116-4824**

**OFFEROR RESPONSE FROM:**

**Postal Pros, Inc. dba Documents Southwest  
4100 Hawkins Street, Suite B  
Albuquerque, New Mexico 87109-4531**

**Authorized Contact: Brad Sauters**

**PHONE: 505 341-0509  
FAX: 505 341-0519  
Cellular: 505 417-3578  
E-MAIL: bsauters@postalpros.com**

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**REQUEST FOR COMPETITIVE SEALED PROPOSALS (RFCSP)  
13-15 UTILITY BILLING PRINTING, MAILING & E-BILL  
SERVICES**

<b>RESPONSE DUE BY:</b>	<b>3/7/2013, 2:00 P.M., CDT</b>
-------------------------	---------------------------------

Utility Billing Printing/Mailing/E-Billing Services

The Best Southwest Cooperative intends to purchase utility billing printing, mailing, and e-bill services as described within these request for proposal specifications.

One original hard copy in addition to one "single file" of the entire submittal in electronic PDF format on either a CDROM, DVDROM or USB Thumb drive should be received in an enclosed envelope must be received in the Purchasing Office, 203 E. Wheatland Road, Duncanville, Texas 75116, by **2:00 P.M. (Central Standard Time) on Thursday, March 7, 2013**, Attention: Brunswick Morton, Purchasing Manager. Your package must be either labeled or written on the outside of the package to clearly identify the RFCSP#, Closing Date, and Company Name.

Questions regarding this Request for Competitive Sealed Proposal (RFCSP) should be forwarded to Brunswick O. Morton at [bmorton@ci.duncanville.tx.us](mailto:bmorton@ci.duncanville.tx.us) or at 972.780.5058. **Questions, clarifications, or request for information related to this proposal will not be answered after Monday, February 25, 2013 at 5:00 p.m. CST or no later than ten calendar days prior to any Proposal deadline.**

**THE UNDERSIGNED, BY HIS/HER SIGNATURE, REPRESENTS THAT HE/SHE IS AUTHORIZED TO BIND THE PROPOSER FOR THE AMOUNT SHOWN ON THE ACCOMPANYING BID SHEETS AND HEREBY CERTIFIES FULL COMPLIANCE WITH THE TERMS AND CONDITIONS, SPECIFICATIONS AND SPECIAL PROVISIONS OF THE INVITATION TO PROPOSE. BY SIGNING BELOW, YOU SIGNIFY THAT YOU HAVE READ THE ENTIRE DOCUMENT AND AGREE TO THE TERMS AND CONDITIONS THEREIN.**

**VENDOR INFORMATION**

Company Name: Postal Pros, Inc. dba Documents Southwest  
(Print or Type)

Mailing Address: 4100 Hawkins St. NE, Suite B  
(Print or Type)

City/State/Zip: Albuquerque, NM 87109-4531  
(Print or Type)

Authorized Party: Brad Sauters  
(Print or Type)

Page 3 of 33  
Authorized Signature 

E-Mail Address: bsauters@postalpros.com

Telephone Number: 505-341-0509 Facsimile Number: 505-341-0519

<b>FORM CIQ CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity</b>	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity. By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<b>OFFICE USE ONLY</b>
	Date Received
<p><b>1 Name of person doing business with local governmental entity.</b> Brad Sauters</p>	
<p><b>2</b> <input type="checkbox"/></p> <p><b>Check this box if you are filing an update to a previously filed questionnaire.</b> (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p><b>3 Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money. N/A</b></p>	
<p><b>4 Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire. N/A</b></p>	

Amended 01/13/2006 Amended 01/13/2006

**CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ Page 2 For vendor or other person doing business with local governmental entity**

**5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)** This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? Yes No B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? Yes No C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? Yes No D. Describe each affiliation or business relationship. Yes No

**6 Describe any other affiliation or business relationship that might cause a conflict of interest.** N/A

**7**

Signature of person doing business with the governmental entity Date

**F. TECHNICAL REQUIREMENTS:**

**COMPLY**  
**(Y=YES; NO = N)**

**MINIMUM SPECIFICATIONS**

---

Please propose both the Utility Statement(s) as well as Delinquency Notice(s)

**Utility Statement**

1. Data processing (.lst type file) using City bill lay-out with the option to change to a "generic" bill at a later date.  
Simplex, 2-color Laser Imaging  
8.5x11 white paper with perf. at 3.5" from top  
#10 single window envelope  
#9 pre-printed reply envelope  
Fold, Insert, presort and deliver to USPS  
Based on 28,600 Utility bills per month Y
  
2. Ability to access, print and / or send duplications of client's Bills Electronically (**NOT EBPP**) Y
  
3. First Class Postage using C.A.S.S certified software for postal bulk rate discount. Y
  
4. 3 Year contract with the option of renewing the contract yearly for (2) years with price increases not to exceed the most recent twelve month CPI for the D/FW area as determined by the Bureau of Labor Statistics. Y
  
5. OCR Formatting on return stub. Y

**MINIMUM SPECIFICATIONS**

**COMPLY  
(Y=YES; NO = N)**

**Delinquency/Penalty Notice**

- |     |  |          |
|-----|--|----------|
| 6.  | Data processing (.doc type file) using City notice lay-out<br>Simplex, Black Ink<br>8.5x11 white paper<br>#10 single window envelope<br>#9 pre-printed reply envelope<br>Fold, Insert, presort and deliver to USPS<br>Based on 4,000 Notices per month | <u>Y</u> |
| 7.  | Ability to access, print and / or send duplications of<br>client's Bills Electronically (NOT EBPP)   | <u>Y</u> |
| 8.  | First Class Postage using C.A.S.S certified software for<br>postal bulk rate discount.   | <u>Y</u> |
| 9.  | 3 Year contract with the option of renewing the contract<br>yearly for (2) years.  | <u>Y</u> |
| 10. | OCR Formatting on return stub.   | <u>Y</u> |

**E-Billing Service(s)**

- |     |   |          |
|-----|---|----------|
| 11. | Printing of Usage "type" graphs and / or freeform text<br>messaging for specific (parameter driven) statements. | <u>Y</u> |
| 12. | Electronic Bill Presentment/Payment   | <u>Y</u> |
| 13. | Clients ability to review/print last (12) twelve months<br>utility statements                                   | <u>Y</u> |
| 14. | Ability to include additional inserts in statement envelope   | <u>Y</u> |

The City of Duncanville is not subject to sales tax and all prices should include all shipping charges for delivery to 203 E. Wheatland Road, Duncanville, TX 75116 and should be quoted FOB Destination.

**ADDENDUM NO. 3  
TO  
PLANS SPECIFICATIONS AND PROPOSAL DOCUMENTS  
FOR  
UTILITY BILLING PRINTING, MAILING AND E-BILLING SERVICES  
RFCSP#13-15 PROPOSAL DEADLINE: 2:00 P.M. CST,  
THURSDAY, MARCH 7, 2013\***

DATE: Monday, February 11, 2013

TO: PROSPECTIVE PROPOSERS AND PLAN HOLDERS

The plans, Specifications and Proposal Documents shall be clarified and modified as required by the following items:

**Printing Insert Additional Pricing on page 21 should read as follows**

**Printing Insert Additional Pricing**

DESCRIPTION	3 Year Estimated Quantity	Unit	Unit Price	Ext. Price
1. City of DeSoto Newsletter – 11 x 17 folded to 8 ½ X 11 and then folded in thirds to fit into a regular envelope; full color on 45# premium newsprint; with PDF provided through secured FTP	601,200	1000M	\$	\$

THIS ADDENDUM IS MADE PART OF THE PLANS, SPECIFICATIONS AND PROPOSAL DOCUMENTS, AND SHALL BE ACKNOWLEDGED ON THE PROPOSAL AND ON THE BID ENVELOPE.

**\*PROPOSAL DEADLINE REMAINS AS IS.**

**CITY OF DUNCANVILLE**

---

Brunswick O. Morton, Purchasing Manager

**ADDENDUM #1 – RFCSP #13-15 UTILITY BILLING PRINTING, MAILING & E-BILLING SERVICES**

**ADDENDUM NO. 6  
TO  
PLANS SPECIFICATIONS AND PROPOSAL DOCUMENTS  
FOR  
UTILITY BILLING PRINTING, MAILING AND E-BILLING SERVICES  
RFCSP#13-15 PROPOSAL DEADLINE: 2:00 P.M. CST, THURSDAY, MARCH 7,  
2013\***

DATE: Wednesday, February 20, 2013

TO: PROSPECTIVE PROPOSERS AND PLAN HOLDERS

The plans, Specifications and Proposal Documents shall be clarified and modified as required by the following items:

Preparation and Mailing/Distribution Requirements on page 19 should read as follows:

**Preparation and Mailing/Distribution Requirements**

Item	Description	3 Year Estimated QTY	Unit Price Proposed	3 Year Extended Total
Paper Bill (Utility Statement)	Data processing (.1 <sup>st</sup> type file) using City Lay-out Simplex, Two-Color Laser Imaging 8.5 x 11 white paper #10 single window envelope #9 pre-printed reply envelope. Fold, Insert, presort deliver to USPSOCR formatting based on 28,600 Utility statements per month	1,029,600	\$_____.	\$_____.

THIS ADDENDUM IS MADE PART OF THE PLANS, SPECIFICATIONS AND PROPOSAL DOCUMENTS, AND SHALL BE ACKNOWLEDGED ON THE PROPOSAL AND ON THE BID ENVELOPE.

**\*PROPOSAL DEADLINE REMAINS AS IS.**

**CITY OF DUNCANVILLE**

\_\_\_\_\_  
Brunswick O. Morton, Purchasing Manager

**ADDENDUM #6 – RFCSP #13-15 UTILITY BILLING PRINTING, MAILING & E-BILLING SERVICES**

**NON-RESIDENT VENDOR FORM**

The 1985 Section of the Texas Legislature passed House Bill 620 relative to the award to non-residents bidders (out-of-state contractors whose corporate offices or principal place of business are outside of the state of Texas). This law provides that, in order to be awarded a contract as low bidder, a non-resident bidders' response for construction, improvements, supplies or services in Texas be bid in an amount lower than the lowest Texas resident bidder by the same amount that the resident bidder would be required to underbid a non-resident bidder in order to obtain a comparable contract in the state in which the non-resident's principal place of business is located.

**NON-RESIDENT BIDDERS**

The appropriate blanks in section A must be filled out by all out-of-state bidders in order for your bid to meet specifications. The failure of out-of-state or nonresident contractors to do so will automatically disqualify that bidder.

**SECTION A**

1. Non-resident bidders in New Mexico(give state), or principal state of business, are required to be 5 percent lower than resident bidders by state law. Please attach a copy of the statute.

**OR**

2. Non-resident bidders in \_\_\_\_\_(give state), our principal place of business, are not required to underbid resident bidders.

**RESIDENT BIDDERS**

Resident bidders must check the box in section B.

**SECTION B**

Our principal place of business or corporate office is located in the state of Texas. Yes: \_\_\_\_\_

**BIDDER:**

Postal Pros, Inc dba Documents Southwest By: Brad Sauters \_\_\_\_\_ Company (please print)  
4100 Hawkins Street NE Signature: \_\_\_\_\_

Albuquerque, New Mexico 87109-4531 Title: National Sales Director City State Zip (please print)

**THIS ADDENDUM IS MADE PART OF THE PLANS, SPECIFICATIONS AND PROPOSAL DOCUMENTS, AND SHALL BE ACKNOWLEDGED ON THE PROPOSAL AND ON THE BID ENVELOPE**

**PRICE OFFER EVALUATION SHEET**  
**RFCSP 13-15 Utility Billing Printing/Mailing/ E-Billing Services Per**  
**Specifications**

**(Quote Per Item As Listed in Section III-Joint Venture Volume)**

**Preparation and Mailing/Distribution Requirements**

Item	Description	3 Year	Unit Price	3 Year
		Estimated Qty	Proposed	Extended Total
Paper Bill (Utility Statement)	Data processing (.lst type file) using City lay-out Simplex, Two-Color Laser Imaging 8.5x11 white paper #10 single window envelope #9 pre-printed reply envelope Fold, Insert, presort deliver to USPSOCR formatting  Based on 43,817 Utility statements per month	1,029,600	<u>\$0.13</u>	<u>\$133,848.00</u>
Delinquency Notices	Data processing (.doc type file) using City notice lay-out Simplex, Black Ink Laser Imaging 8.5x11 white paper #10 single window envelope #9 pre-printed reply envelope Fold, Insert, presort and deliver to USPS OCR formatting  Based on 6,500 Notices per month	144,000	<u>\$0.11</u>	<u>\$15,840.00</u>
City Search and Review of Bill	City Staff Access of bill electronically Internet portal	1,029,600	<u>\$0.01</u>	<u>\$10,296.00</u>
Postage	First Class Presort, C.A.S.S. Certification	1,173,600	<u>\$0.36</u>	<u>\$422,496.00</u>
Setup Fee	One time setup fee	8 hrs.	\$0.00/hr.	No charge

**E-Billing Requirements**

<b>Item</b>	<b>Description</b>	<b>3 year Estimated Quantity</b>	<b>Unit Price Proposed</b>	<b>3 Year Extended Total</b>
Electronic Bill Presentment Setup	Electronic Bill Presentment and Payment via e-mail and Internet Set Up	1 setup	Included	\$0.00
Electronic Bill Presentment Fee	Electronic Bill Presentment and Payment via e-mail and Internet per bill presentment per bill presented	21,600	\$0.50	\$10,800
Electronic Bill Presentment Monthly Maintenance Fee	Monthly Maintenance, Support, and System Maintenance of Bill Presentment Program Per Month Charges	36 Months	\$300.00	\$10,800
Internet On-Line History Review	Client & Customer Ability to Review Via Internet 12 Months of Billing History ( <b>bill records</b> )	432,000	Included	\$0.00
Bill Graphs and Text	Printing of Usage "type" graphs and / or freeform text messaging for specific (parameter driven) statements.	432,000	Included	\$0.00
Bill Inserts	Additional Inserts to Be Included in Statement ( <b>pieces</b> )	72,000	Included	\$0.00
	<b>Grand Total Bid</b>			<u>\$604,080.00</u>

**Printing Insert Additional Pricing**

DESCRIPTION	3 Year Estimated Quantity	Unit	Unit Price	Ext. Price
1. City of DeSoto Newsletter – 11 x 17 folded to 8 ½ X 11 and then folded in thirds to fit into a regular envelope; full color on 45# premium newsprint; with PDF provided through secured FTP	601,200	1000M	\$110.00	\$66,132
2. City of Duncanville Water Quality Report – 11” x 17”, 50# in Black Ink, on white paper, folded; with PDF provided through secured FTP	42,000	1000M	\$85.00	\$3,570.00
<b>ADDITIONAL PRINTING TOTAL</b>				\$69,702.00

**\*Piece is one 8 ½” X 11” sheet paper.**

**Note: EXTENSION IS EA. PRICE TIMES # OF ITEMS IN PARENTHESIS 0.FVH**

Please provide estimated time for Go Live After Receipt of Order (ARO) Five Days

**BEST AND FINAL OFFER PROPSAL SHEET**

**RFCSP 13-15 Utility Billing Printing/Mailing/ E-Billing Services Per Specifications**

**(Quote Per Item As Listed in Section III-Joint Venture Volume)**

**Preparation and Mailing/Distribution Requirements**

<b>Item</b>	<b>Description</b>	<b>3 Year Estimated Qty</b>	<b>Unit Price Proposed</b>	<b>3 Year Extended Total</b>
Paper Bill (Utility Statement)	Data processing (.lst type file) using City lay-out Simplex, Two-Color Laser Imaging 8.5x11 white paper #10 single window envelope #9 pre-printed reply envelope Fold, Insert, presort deliver to USPSOCR formatting  Based on 28,600 Utility statements per month	1,029,600	<u>\$0.13</u>	<u>\$133,848.00</u>
Delinquency Notices	Data processing (.doc type file) using City notice lay-out Simplex, Black Ink Laser Imaging 8.5x11 white paper #10 single window envelope #9 pre-printed reply envelope Fold, Insert, presort and deliver to USPS OCR formatting  Based on 6,500 Notices per month	144,000	<u>\$0.11</u>	<u>\$15,840.00</u>
City Search and Review of Bill	City Staff Access of bill electronically Internet portal	1,029,600	<u>\$0.01</u>	<u>\$10,296.00</u>
Postage	First Class Presort, C.A.S.S. Certification	1,173,600	<u>\$0.36</u>	<u>\$422,496.00</u>
Setup Fee	One time setup fee	8 hrs.	\$0.00/hr.	No charge

**Best and Final Offer - E-Billing Requirements**

<b>Item</b>	<b>Description</b>	<b>3 year Estimated Quantity</b>	<b>Unit Price Proposed</b>	<b>3 Year Extended Total</b>
Electronic Bill Presentment Setup	Electronic Bill Presentment and Payment via e-mail and Internet Set Up	1 setup	Included	\$0.00
Electronic Bill Presentment Fee	Electronic Bill Presentment and Payment via e-mail and Internet per bill presentment per bill presented	21,600	\$0.35	\$7,560.00
Electronic Bill Presentment Monthly Maintenance Fee	Monthly Maintenance, Support, and System Maintenance of Bill Presentment Program Per Month Charges	36 Months	\$300.00	\$10,800.00
Internet On-Line History Review	Client & Customer Ability to Review Via Internet 12 Months of Billing History ( <b>bill records</b> )	432,000	Included	\$0.00
Bill Graphs and Text	Printing of Usage "type" graphs and / or freeform text messaging for specific (parameter driven) statements.	432,000	Included	\$0.00
Bill Inserts	Additional Inserts to Be Included in Statement ( <b>pieces</b> )	72,000	Included	\$0.00
	<b>Grand Total Bid</b>			<b><u>\$600,840.00</u></b>

**Best and Final Offer - Printing Insert Additional Pricing**

DESCRIPTION	3 Year Estimated Quantity	Unit	Unit Price	Ext. Price
1. City of DeSoto Newsletter – 11 x 17 folded to 8 ½ X 11 and then folded in thirds to fit into a regular envelope; full color on 45# premium newsprint; with PDF provided through secured FTP	601,200	1000M	\$110.00	\$66,132.00
2.B. City of DeSoto Newsletter – 11 x 17 folded to 8 ½ X 11 and then folded in thirds to fit in a regular envelope; black and white on 45# premium newsprint; with PDF provided through secured FTP	601,200	1000M	\$70.68	\$42,490.05
3. City of Duncanville Water Quality Report – 11” x 17”, 50# in Black Ink, on white paper, folded; with PDF provided through secured FTP	42,000	1000M	\$85.00	\$3,570.00
<b>ADDITIONAL PRINTING TOTAL</b>				\$112,192.05

\*Piece is one 8 ½” X 11” sheet paper.

**Note: EXTENSION IS EA. PRICE TIMES # OF ITEMS IN PARENTHESIS 0.FVH**

Please provide estimated time for Go Live After Receipt of Order (ARO) Five Days

**SEPARATE CHARGE ITEMS, INCLUDING BUT NOT LIMITED TO FREIGHT, DELIVERY, EPA, FUEL AND OR FUEL SURCHARGES AND ANY OTHER SEPARATE CHARGES WILL NOT BE ALLOWED. YOUR PROPOSAL PRICING SHALL BE ALL INCLUSIVE; DO NOT BREAK OUT ANY OTHER CHARGES; PROPOSAL PRICES PER STATEMENT/PIECE PROVIDED ON YOUR PRICE OFFER EVALUATION SHEET SHOULD BE TOTAL IN FULL AND ALL INCLUSIVE AND INCLUDE ALL COSTS. FIRMS SUBMITTING PROOSALS WITH ADDITIONAL AND SEPARATE COSTS MAY BE SUBJECT TO DISQUALIFICATION AND DEEMED NON-RESPONSIVE AND NON-COMPLIANT.**

**CITY OF DUNCANVILLE  
COOPERATIVE PURCHASING FORM**

Should other Government Entities decide to participate in this contract, would you, the Vendor, agree that **ALL** terms, conditions, specifications, and pricing would apply?

Yes   X  

No \_\_\_\_\_

If you, the Vendor checked yes, the following will apply: Government entities utilizing Inter-Governmental Contracts with the City of Duncanville 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 Duncanville will be billed directly to that Governmental Entity and paid by that Governmental Entity. The City of Duncanville will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their own material/service as needed. These Terms and Conditions and this agreement, as agreed upon by you and your firm, are the only and entire terms and conditions and agreement between the City of Duncanville and your firm and supersedes all other proposals, oral or written, and all other communications outside of this entire proposal between parties relating to this subject matter, its minimum requirements within and the standard terms and conditions herein. These terms and conditions and this agreement cannot be amended or changed except in writing signed by an officer of the City of Duncanville on its letterhead and your firm. Any other provision(s) in customer correspondence, order forms, or other forms of documents which seeks to amend and or change these terms and conditions is null and void.

**BY SIGNING BELOW, YOU SIGNIFY THAT YOU HAVE READ ABOVE COOPERATIVE PURCHASING GUIDELINES AND AGREE TO THE TERMS AND CONDITIONS THEREIN.**

Company Name and Address	Company's Authorized Agent
Postal Pros, Inc. dba Documents Southwest	Brad Sauters
4100 Hawkins St. NE, Suite B	Signature
Albuquerque, NM 87109-4531	
	Name and Title (Typed or Printed)
Federal ID Number (TIN) 85-0479623 or SSN and Name	Brad Sauters, National Sales Director
Telephone No. 505-341-0509	Date: March 4, 2013

## DIRECTLY RELATED EXPERIENCE

Postal Pros started on site printing of documents for electric utility cooperatives, including invoices, capital credit notes and ballots in 1968 as a business segment of Cooperative Services, Inc. In 1998 Postal Pros began expanding its customer base beyond the Electric Cooperative Utility market, and today its clients include Electric and Water utilities, State Agencies, Municipalities, Health Care Institutions, Internet Service Providers, Solid Waste Disposal Services and other private businesses that have found the benefits of outsourcing. In 2001 Postal Pros Incorporated in the State of New Mexico, changed its name to Postal Pros, Inc. dba Documents Southwest, and moved its headquarters from Santa Fe, NM to Albuquerque, NM. Our staff of seven full time, and two part time employees devotes all of their time and resources to providing the quality service our customers rely upon.

Documents Southwest has the ability to print variable data onto bills, delinquent notices, tax forms, letters, capital credit reports, newsletters, announcements etc. As you may require, we can combine or separate mailings to your multiple account holders, and you can select which customers receive inserts or do not require them at no additional charge. Documents Southwest has the capability of inserting multiple inserts into each utility statement based on criteria such as customer type, specific zip codes, account types, etc. We can also tag "no mails" and selective pulls to be sent directly to the City. 95% of the mail we process receives postage discounts, because of our mail preparation techniques 90+% of our first class mail receives a rate of \$0.36 per piece, when sorted to the 5-Digit plus DPV level. We do not add any mark-up to postage fees billed. Send us your data by 9:00 AM MST, and we will deliver your mail to the Post Office by 5:00 PM MST the same day guaranteed.

Documents Southwest is a small company which allows us to give our customers more personalized service. For example, if the City has a special "immediate need" mail project we will not delay mailing the job because it was not previously scheduled. Your mail will go out - worst case within 24 hrs, and there is no additional cost to expedite the project. Each City will determine its printing schedule. We can tag "no mails" and selective pulls to be sent directly to the Cities (Our Documents System Manager is able to immediately program these parameters into the computer before the daily processing). We offer three individual reprint options and Archiving: Online, offline, and by request. Our operations are very flexible, and can accommodate just about anything you may desire to presort, print, insert and mail.

Documents Southwest has the capability of extracting consumption data from the file layout and displaying usage in graphs on statements. We can provide 13-month consumption graphs on the City's bills or any other configuration you may designate such as "This Month", "This Month Last Year" and "Last Month". With your instruction we can also provide address exceptions for zone sensitive inserts. We can also print freeform text messages for specific (parameter driven) statements. Number of characters available is based upon space available on the City's utility bill.

Documents Southwest operates with a complete redundancy policy regarding production equipment, including computer equipment. More than one machine of every kind is available at all times, and capacity utilization in each area is kept under 50% so that in the event of unit failure alternate units are continuously available on-site and capable of achieving service standards unassisted. This policy applies to inserters, where we have three separate units; to high-speed production printers, where we have three separate (two identical) machines; to

computer networks, where we have multiple communication paths; to production systems, where we have multiple identically-configured systems able to step into each other's task loads at will. The policy also applies to support mechanisms including copiers, fax, telephone, and mail transport vehicles. It applies to staff as well, where cross-training and staffing schedules ensure capacity in excess of needs throughout business operating hours so that service schedules are achieved.

In addition, the company contracts for 24-hour printer service coverage on business days and nine-hour service coverage on inserters, with four-hour guaranteed response and average two-hour response. Printer and inserter service providers all have multiple, cross-trained technicians available for response, to assure availability. An extensive on-site spare parts inventory allows for rapid repairs in the vast majority of instances, with next-flight availability of other parts.

The company computer network operates with hot-swappable direct access data storage devices to allow immediate recovery from failures, and the network is designed on a principle that no single point of failure can halt production. Aside from online data redundancy, nightly backup copies are prepared, with redundancy in backups and diversity in media, and with a policy for secure off-site backup storage as well. Restore capabilities are tested monthly.

Documents Southwest has print capability of 8.6 million documents per month at full volume, 5.7 times greater than current print volumes, so instantaneous expansion on a daily basis is available without notice. That capacity provides for 288,000 notices per day, far exceeding current demand for all customers combined and leaving very large ability to accommodate the added workload volumes specified.

One Ricoh C900s Printer; print resolution 1200 x 1200 dpi, printing speed 90 pages per minute. Maximum page size 13" x 19.2", paper weight 16# - 110# cover. Color Measurement; ES-1000 Color Spectrophotometer.

The Ricoh C900s printer enables us to match custom colors and other "spot" colors that are often used for company logos. It enables operators to maintain a database of named colors, including PANTONE Matching System colors, in PDF and PostScript documents. Users can create and/or rename colors and specify them in CMYK values.

Likewise, Company inserting capabilities add up to a potential 11.8 million documents per month, 9 times greater than current inserter volumes, so inserter capacities can accommodate any added workload specified with no expansion from current resources on hand. We have the ability to access our computer system from a secure off-site location. In addition, a complete backup is kept off-site. We perform daily incremental backups to avoid losing more than a day's worth of data.

Documents Southwest receives data 24 hours a day either by e-mail (The majority of our clients prefer E-mail data transmission) or via Internet through our secure FTP (file transfer protocol) site. We will confirm via e-mail and/or designated website the receipt of the file with verification based on file size and billing cycle. If your data file is received by 9:00 AM MS your bills will be delivered to the USPS the same day guaranteed. If the City's data file is received after 9:00 AM MS we will do everything in our power to mail your bills the same day. However, if we cannot complete production the same day your bills will be delivered to the USPS the next day.

## **FREE SERVICES**

We also provide many services at no charge. For example, daily programming services are routinely provided to clients at no additional charge, to accomplish the printing tasks and meet clients' production timeliness and quality control needs. In addition, custom-tailored programming services for advanced tasks are available at very competitive prices to complement the customers' own capabilities. You may include selective messaging on your bills based on certain criteria, i.e. final bill, new customer, bank draft, delinquent messages, etc. We do not charge a premium for beginning of the month or month end billing cycles nor do we charge a setup fee to process each billing cycle. We will insert the Cities first insert for each billing cycle (newsletters, fliers etc.) at no charge. We can print in English and Spanish for no additional charge. We do not charge to combine or separate mailings to your multiple account holders; and you can select which customers receive inserts, as you may need.

## **QUALITY GUARANTEES**

We maintain quality control systems from the beginning of a job to the end of the job. First we verify the number of accounts we process against the number of accounts that the customer transmits. We code each utility bill with a small number for tracking purposes. We continue to verify the number of accounts through each step of the process using machine counts of the printer, inserter and postage meter. If the count varies during the job we do not send the job out until the counts have been reconciled.

Merge/Purge - Eliminates duplicates and consolidates overlapping records for an accurate single customer view. Presorting - Achieve the highest available automated-mail postage discounts from the United States Postal Service (USPS) and other postal authorities around the world.

We manually check the quality of the job throughout the printing and inserting process to make sure that the quality is maintained. If the quality is not up to our standards the job is reprocessed. Further, for quality assurance, Documents Southwest prints several verification listings along with the required postal forms and reports. A list of all addresses not meeting postal standards is produced with the type of error next to each improper address. The "Address Correction Report" is provided to the customer at no charge.

We understand how important it is to mail clean, accurate and legible utility presentments. The City's continued support, and our reputation depends on it. Therefore, it is our policy that if a job is not completed properly, and it is determined that Documents Southwest is at fault we will reprocess the job and mail the bills, letters etc. at no cost to the City.

## **ONLINE PRESENTMENT**

We can provide same day statement viewing functionality through an Internet website. The website will provide at least 12 months of statements and letters online.

To access the website, City personnel will log in on the site and click billing date of the statement they wish to view. Statements will open in a new window. We will archive statements in excess of six months of age and provide a copy of the archival to the City on CD or other acceptable media. Statements and letters displayed online shall be an exact duplicate of the

statements and letters mailed via USPS or electronic mail to customers. We will enable customers to select the option to have bill statements delivered via the Internet.

The website shall make a customer enrollment option available. Customers will have the option to choose whether or not they wish to receive a paper statement. We will notify enrolled customers via electronic mail (e-mail) when their statement becomes available online. The e-mail will contain a link to the website and instructions for customer login for viewing the statement.

The e-mail will also contain a link to the City's bill payment website for customers wishing to pay their bill online via credit card. Statements shall also contain this link. Text of the customer e-mail will be editable by City staff. This option will be made available through City personnel access. Access should be limited to administrator-level City personnel.

We can also provide access to a searchable database of billing statements accessible by authorized customer service representatives. Prompt viewing of customer bills will allow for rapid dispute resolutions, and faster payment of the disputed bill. When the dispute is resolved the CSR's may print or email copies of the bill to the City's customer.

## REFERENCES

ORGANIZATION NAME: <u>City of Alamogordo</u>		
ADDRESS: <u>1376 East 9<sup>th</sup> Street</u>		
CITY: <u>Alamogordo</u>	STATE: <u>New Mexico</u>	ZIP: <u>88310</u>
Contact: <u>Armando Ortega</u> Phone: <u>505-4394261</u>		
DESCRIPTION OF PROJECT: <u>Presort HTE database, program variable data, print bills, insert bills and selectively insert return envelopes and any additional inserts into #10 window envelope. Tray, strap and deliver mail to the USPS Bulk Mail Center. Implementation of Electronic presentments, search and view archive and merchant accounts is in progress.</u>		

ORGANIZATION NAME: <u>City of Farmington</u>		
Address: <u>101 North Browning Parkway</u>		
CITY: <u>Farmington</u>	STATE: <u>NEW MEXICO</u>	ZIP: <u>87401</u>
Contact: <u>Katherin Garcia</u> PHONE: <u>505-599-1351</u>		
DESCRIPTION OF PROJECT: <u>Presort HTE database, program variable data, print bills, insert bills and selectively insert return envelopes and any additional inserts into #10 window envelope. Tray, strap and deliver mail to the USPS Bulk Mail Center.</u>		

ORGANIZATION NAME: <u>Otero County Electric</u>		
ADDRESS: <u>PO Box 227</u>		
CITY: <u>Cloudcroft</u>	STATE: <u>New Mexico</u>	ZIP: <u>88317</u>
CONTACT: <u>Jamie Sheppard</u> Phone: <u>505-682-2521</u>		
Date of Services: <u>1969 to present</u>		
Description/Scope of Services: <u>Presort NISC database, program variable data, print bills, insert bills and selectively insert return envelopes and any additional inserts into #10 window envelope. Tray, strap and deliver mail to the USPS Bulk Mail Center.</u>		

**GENERAL GOVERNMENT ADMINISTRATION**

**CHAPTER 4 STATE PROCUREMENT**

**PART 3 RESIDENT CONTRACTOR PREFERENCE**

**1.4.3.1 ISSUING AGENCY:** General Services Department - State Purchasing Division.

[1.4.3.1 NMAC - Rp, 1 NMAC 5.4.1, 11-15-01]

**1.4.3.2 SCOPE:** All executive Branch State Agencies.

A. General applicability. This rule applies to all public works construction procurements by state agencies and local public bodies.

B. Federal funds. This rule does not apply to federal aid construction projects or when federal funds designated for a specific contract are expended.

[1.4.3.2 NMAC - Rp, 1 NMAC 5.4.2, 11-15-01]

**1.4.3.3 STATUTORY AUTHORITY:** 1978 Comp., Section 13-4-2, enacted by Laws 1984, Chapter 66, Section 2, amended by Laws 1988, Chapter 84, Section 3; Laws 1989, Chapter 310, Section 2; Laws 1997, Chapter 2, Section 3; Laws 2001, Chapter 174, Section 1.

[1.4.3.3 NMAC - Rp, 1 NMAC 5.4.3, 11-15-01]

**1.4.3.4 DURATION:** Permanent.

[1.4.3.4 NMAC - Rp, 1 NMAC 5.4.4, 11-15-01]

**1.4.3.5 EFFECTIVE DATE:** 11-15-01 unless a later date is cited at the end of a Section.

[1.4.3.5 NMAC - Rp, 1 NMAC 5.4.5, 11-15-01]

**1.4.3.6 OBJECTIVE:** Section 13-4-1 NMSA 1978 is titled "Public Works Contracts" and states in relevant part that, "it is the duty of every office department, institution, board, commission or other governing body or officer thereof of this state or of any political subdivision thereof to award all contracts for the construction of public works or for the repair, reconstruction, including highway reconstruction, demolition or alteration thereof, to a resident contractor whenever practicable. The objective of this rule is to establish a process for a contractor to attain certification as a "resident contractor".

[1.4.3.6 NMAC - Rp, 1 NMAC 5.4.6, 11-15-01]

**1.4.3.7 DEFINITIONS:**

A. "Affiliate" means an entity that directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with a telecommunications company through ownership of voting securities representing a majority of the total voting power of that entity.

B. "Individual citizen" means a citizen of New Mexico who is an actual human person, as opposed to a corporate person or other legal entity.

C. "Principal office" means the headquarters of a business or the place where the principal affairs of a business are transacted. A business can have only one principal office.

D. "Principal place of business" means the place in which a business:

- (1) earns the largest percentage of its revenues;
- (2) owns the largest percentage of its capital assets; and
- (3) employs the largest percentage of its full-time equivalent employees. A business can have only one principal place of business.

E. "Resident Contractor" means a New Mexico resident contractor or a New York state business enterprise.

F. "New Mexico resident contractor" means a construction contractor which, at the time a public works construction contract is advertised for bids and at the time bids are opened, has all required licenses and meets the following requirements:

- (1) if the contractor is a corporation, it shall be incorporated in new Mexico, and maintain its principal office and place of business in New Mexico.

- (2) if the contractor is a partnership, general or limited, or other legal entity, it shall maintain its principal office and place of business in New Mexico.

- (3) if the contractor is an individual, he shall maintain his principal office and place of business in New Mexico; or

(4) if the contractor is a public telecommunications company as defined by Section 63-9A-3 (M) NMSA 1978 or an affiliate of a telecommunications company and has paid unemployment compensation to the Employment Security Division of the Labor Department at the applicable experience rate for that employer pursuant to the New Mexico Unemployment Compensation Law on no fewer than ten employees who have performed services subject to contributions for the two-year period prior to issuance of notice to bid, the contractor will be considered to have fulfilled the requirements of paragraphs (1), (2), or (3) of this subSection. A successor to a previously qualified New Mexico contractor or resident contractor, where the creation of the successor resulted from a court order, is entitled to credit for qualifying contributions paid by the previously qualified new Mexico contractor or resident contractor.

G. "New York state business enterprise" means a business enterprise, including a sole proprietorship, partnership or corporation, that offers for sale or lease or other form of exchange, goods or commodities that are substantially manufactured, produced or assembled in New York state, or services, other than construction services, that are substantially performed within New York state. For purposes of construction services, a New York state business enterprise, including sole proprietorship, partnership or corporation, that has its principal place of business in New York state.

[1.4.3.7 NMAC - Rp, 1 NMAC 5.4.7 NMAC, 11-15-01]

#### **1.4.3.8 APPLICATION OF PREFERENCES:**

A. Bids from nonresident contractors and resident contractors. When bids are received only from nonresident contractors and resident contractors and the lowest responsible bid is from a nonresident contractor, the contract shall be awarded to the resident contractor whose bid is nearest to the bid price of the otherwise low nonresident contractor if the bid price of the resident contractor is made lower than the bid price of the nonresident contractor when multiplied by a factor of 0.95. Any contract executed in violation of this subSection shall be void and of no effect.

B. Resident business and resident manufacturer preferences inapplicable. The resident contractor preference is the only bidding preference that applies to the awarding of public works construction contracts. The resident business preference and the resident manufacturer preference shall not be considered in the awarding of such contracts under any circumstances.

[1.4.3.8 NMAC - Rp, 1 NMAC 5.4.8, 11-15-01]

#### **1.4.3.9 PREQUALIFICATION:**

A. Prequalification required. No contractor shall be treated as a resident contractor in the awarding of public works by a state agency or local public body unless the contractor has prequalified as a resident contractor by making application to the state purchasing agent and receiving from him a certification number.

B. Procedure. The prequalification procedure shall be as follows:

(1) the state purchasing agent shall prepare an application form for certification as a resident contractor requiring such information and proof as he deems necessary to prequalify the applicant under the terms of this rule;

(2) a prospective resident contractor shall complete the application form and submit it to the state purchasing agent prior to the submission of a bid on which the contractor desires to be given a preference;

(3) the state purchasing agent shall examine the application and if necessary may seek additional information or proof so as to be assured that the applicant is indeed entitled to certification as a resident contractor. If the state purchasing agent is so assured, he shall issue the applicant a distinctive certification number which is valid until revoked and which, when used on bids and other purchasing documents for state agencies or local public bodies, entitles the holder of the number to treatment as a resident contractor under Section 1.4.3.8 of this rule.

[1.4.3.9 NMAC - Rp, 1 NMAC 5.4.9, 11-15-01]

**1.4.3.10 REVOCATION OF CERTIFICATION NUMBERS:**

A. General. All certification numbers are subject to revocation in accordance with this rule. A certification number does not establish conclusively that the holder of the number is a resident contractor. Rather, a certification number merely establishes that the state purchasing agent believed, as of the date of issuance, the holder was entitled to treatment as a resident contractor by state agencies and local public bodies. Whenever a certification number is challenged, the holder of the number has the burden of persuasion on the issue of whether the holder is actually a resident contractor.

B. Revocation. A certification number shall be revoked by the state purchasing agent upon making a determination that the holder of the number no longer qualifies as a resident contractor.

(1) a revocation shall be effective immediately and shall apply to all subsequent contract awards. A revocation shall not affect any previously-awarded contracts, through, in the absence of fraud or bad faith.

(2) at any time, the state purchasing agent may request information or proof from the holder of a certification number as to whether the holder continues to qualify as a resident contractor. If the holder fails to provide any requested information or proof, his certification number may be revoked.

[1.4.3.10 NMAC - Rp, 1 NMAC 5.4.10, 11-15-01]

**1.4.3.11 PROTESTS:**

A. Right to protest. A bidder who is aggrieved in the award of a contract to another bidder, who is relying on the resident contractor preference, may protest to the central

purchasing office responsible for the procurement in accordance with Section 13-1-172 NMSA 1978.

B. Resident businesses and resident contractors. If a protest presents the issue of whether the holder of a certification number is actually a resident contractor, the central purchasing office responsible for the procurement shall refer the issue to the state purchasing agent for resolution in accordance with Procurement Code Rule 1.4.1 NMAC or succeeding rules.

C. If a protest governed by SubSection B of this Section presents additional issues, the central purchasing office responsible for the procurement shall remain responsible for resolution of the additional issues.

[1.4.3.11 NMAC - Rp, 1 NMAC 5.4.11, 11-15-01]

**History of 1.4.3 NMAC:**

**Pre-NMAC History:**

Material in this part was derived from that previously filed with the commission of public records - state records center and archives as GSD Rule 89-604, Resident Contractor Preference, filed 08-18-89 was replaced in its entirety by 1 NMAC 5.4, Resident Contractor Preference, filed 01-02-98.

**History of Repealed Material:** 1 NMAC 5.4, Resident Contractor Preference, filed 01-02-98 repealed effective 11-15-01.

# LANCASTER CITY COUNCIL

## Agenda Communication

July 8, 2013

Item 4

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Consider a resolution approving the terms and conditions of the City owned T-Hangar non-commercial lease from building 660 at the Lancaster Regional Airport.

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

**Goal: Sound Infrastructure**

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### **Background**

The City owns and leases five rows of T-hangars (buildings 660-700) of three different sizes based off aircraft wingspan. There are 92 units that the City rents for aircraft storage with end cap commercial spaces on the east end of each hangar row. The City T-hangars are near full occupancy most of the time. This agenda item brings forward a non-commercial lease agreement for T-hanger 660-111 (1,624 sq. ft.) for a tenant, Mr. Brady Richards.

### **Considerations**

- **Operational** - The City T-hangar non-commercial lease is used for private aircraft owners.
- **Legal** - The lease agreement was reviewed and approved by the City Attorney.
- **Financial** - Lease rates vary based on size of the hangar. All rates were approved in the City's Master Fee Schedule. The monthly rate for this small size Community T-hangar is \$280.00 per month.
- **Public Information** - There are no public information requirements.

### **Options/Alternatives**

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

### **Recommendation**

Staff recommends approval of the resolution.

**Attachments**

- Resolution
  - Exhibit "A" Lease Agreement
- 

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

**RESOLUTION NO. 2013-0X-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE CITY OWNED T-HANGAR NON-COMMERCIAL LEASE FROM BUILDING 660 AT LANCASTER REGIONAL AIRPORT; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID LEASE; AND PROVIDING AN EFFECTIVE DATE.**

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

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

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

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

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

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

**DULY PASSED** and approved by the City Council of the City of Lancaster, Texas, on this the 8th day of July 2013.

**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 Brady Richards, (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 **660-111**, 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 **\$280.00** 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 10<sup>th</sup> 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 10<sup>th</sup> 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 11<sup>th</sup> day of each month.

c. In the event the payment is received after the 10<sup>th</sup> 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: Brady Richards  
  
3321 Chaparral Dr.  
  
Farmers Branch, TX 75234  
  
972-484-8168  
  
brady@etldallas.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

July 8, 2013

Item 5

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**Consider a resolution of the City of Lancaster, Texas authorizing Dallas County to resell 3712 Waters Street, a tax foreclosed property, by public or private sale, to the highest qualified purchaser, as provided by Section 34.05 of the Texas Property Tax Code.**

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

**Goal: Financially Sound City Government**

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### **Background**

Following a judgment of the District Court of Dallas County, parcels of land were offered for sale at public auction for foreclosure of the tax liens, securing payment of delinquent property taxes, accrued penalty and interest, and court costs. One of these parcels, 3712 Waters Street, is in the City of Lancaster. These parcels did not receive sufficient bid as set by law and were struck off to Dallas County in March of 2013.

Dallas County is preparing for the resale of 3712 Waters Street, a tax foreclosed property, which is now in the ownership of the taxing authorities. Pursuant to Section 34.05(a) of the Tax Code, Dallas County is requesting the City of Lancaster's consent to sell said property to the highest qualified purchaser, by either public or private sale.

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

### **Considerations**

- **Operational** - As trustee for the City of Lancaster, Dallas County coordinates the public or private sale of the tax foreclosed property.
- **Legal** – Dallas County handles all legal matters associated with the public or private sale process. The resolution authorizing the resell has been reviewed and approved as to form by the City Attorney.
- **Financial** – The current judgment/strike off amount for the property at 3712 Waters Street was \$27,087.52 as shown on Exhibit A. The City will not recoup all of its back taxes, but if the County is successful in selling the parcel, the property will be placed back on the tax rolls and we will begin to receive tax revenue. At this time, the City is receiving no tax revenue from this parcel. The City of Lancaster retains responsibility for the maintenance of all struck off properties until sold.

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

**Options/Alternatives**

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

**Recommendation**

Staff recommends approval of the resolution as presented.

**Attachments**

- Resolution
  - Exhibit A
  - Property Map
- 

**Submitted by:**

Alicia Oyedele, Assistant to the City Manager  
Opal Mauldin Robertson, City Manager

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS  
AUTHORIZING DALLAS COUNTY TO RESELL 3712 WATERS STREET, A TAX  
FORECLOSED PROPERTY BY PUBLIC OR PRIVATE SALE, TO THE HIGHEST  
QUALIFIED PURCHASER, AS PROVIDED BY SECTION 34.05 OF THE TEXAS  
PROPERTY TAX CODE.**

**WHEREAS,** this matter was briefed to the Lancaster City Council (“City Council”) on July 8, 2013 wherein the City Council agreed to use this form of Resolution to provide the County of Dallas consent to sell specific properties to the highest qualified purchaser by public or private sale; and

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

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

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

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

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

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

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

**DULY PASSED** and approved by the City Council of the City of Lancaster, Texas, on this the 8th day of July 2013.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Dolle K. Downe, City Secretary

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

**APPROVED AS TO FORM:**

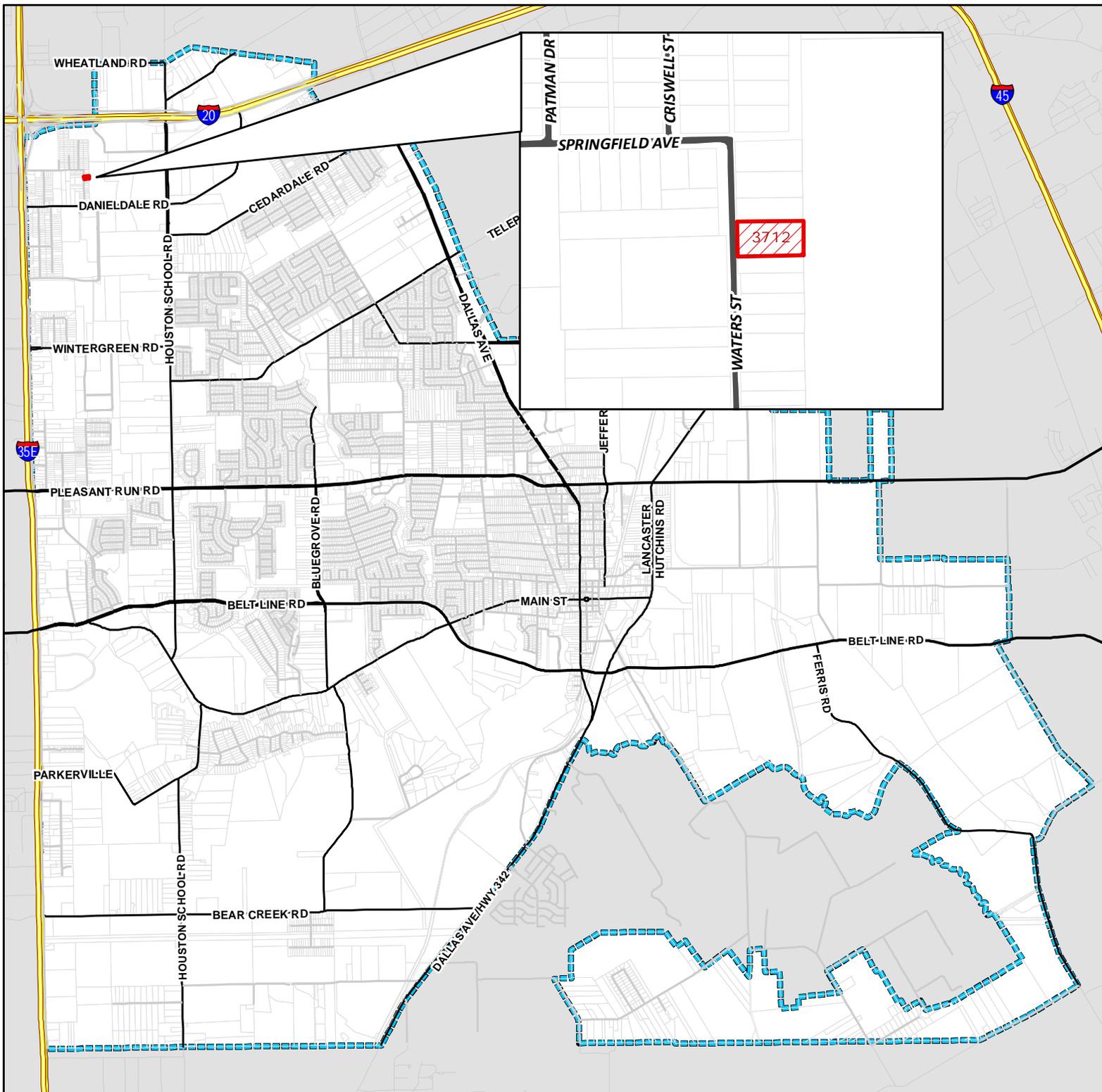
\_\_\_\_\_  
Robert E. Hager, City Attorney

## EXHIBIT "A"

### TAX FORECLOSURE PROPERTIES STRUCK OFF TO THE COUNTY OF DALLAS AS TRUSTEE FOR LANCASTER INDEPENDENT SCHOOL DISTRICT AND CITY OF LANCASTER

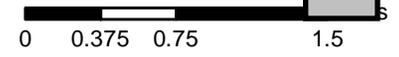
STREET ADDRESS	TAX ACCOUNT #	JUDGMENT CAUSE #	IMPROVED/ UNIMPROVED	APPROX. LAND SIZE	JUDGMENT/ STRIKE OFF AMOUNT	MARKET VALUE SPECIFIED IN JUDGMENT	2012 DCAD VALUE	TAX YEARS INCLUDED IN JUDGMENT (COUNTY/CITY/ SCHOOL)	DATE OF SHERIFF'S SALE
3712 Waters, Lancaster, Texas	65119918010040000	TX-10-30265	U	100' x 184'	\$27,087.52	\$47,980	\$12,000	County: 2004-2010 City: 2004-2010 LancISD: 2004-2010	3/5/2013

# City of Lancaster Tax Foreclosed Property Map 3712 Waters St



## Legend

-  City Limits
-  Parcels
-  Foreclosed Property



# LANCASTER CITY COUNCIL

## Agenda Communication

July 8, 2013

Item 6

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**Consider a resolution adopting City Council Goals and Objectives contained in the May 2013 City Council Retreat Report.**

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**This request provides for the City Council 2013-2014 Policy Agenda.**

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### **Background**

City Council conducted its annual strategic planning session May 28 and 29, 2013. Following Council's planning session, Julia Novak (The Novak Consulting Group) compiled information from Council's discussions into a report that defines the five year goals, strategies, Mission Statement and Vision 2027 for the City.

### **Considerations**

- **Operational** – Council goals and strategies provide the foundation to match City resources with priorities and help provide efficient services to citizens. Formal adoption of the goals and strategies is a “best practice” that establishes a clear, unified message for staff and the community.
- **Legal** – The City Attorney has approved as to form the adopting resolution.
- **Financial** – There is no financial impact in adopting the goals and strategies document.
- **Public Information** – There are no public information requirements.

### **Options/Alternatives**

1. Council may approve the resolution as presented.
2. Council may deny the resolution and direct staff.

### **Recommendation**

Staff recommends the adoption of the report as presented.

### **Attachments**

- Resolution
- City Council Retreat Report – May 2013

**Submitted by:**  
Opal Mauldin Robertson, City Manager

**RESOLUTION NO. 2013**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, ADOPTING CITY COUNCIL GOALS AND OBJECTIVES CONTAINED IN THE MAY 2013 CITY COUNCIL RETREAT REPORT, AS ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES AS EXHIBIT "A"; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council met in a strategic planning session May 28 & 29, 2013 to review, discuss and refine City Council's vision and mission for the City of Lancaster; and

**WHEREAS**, after discussion and consideration, the City Council updated the five year goals and strategies for the City of Lancaster which identifies a foundation of principles upon which the community will continue to prosper; and

**WHEREAS**, the City Council desires to adopt the City Council Retreat Report prepared by The Novak Consulting Group following the strategic planning session and the goals, strategies, Mission Statement and Vision 2027 contained in said report;

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

**Section 1.** That the City Council Goals and Objective contained in the May 2013 City Council Retreat Report, 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 and adopted.

**Section 2.** That any prior resolutions of the City of Lancaster, Texas, in conflict with the provisions of this resolution, except as noted herein, be, and the same are hereby, repealed and revoked.

**Section 3.** That this resolution shall take effect immediately from and after its adoption and it is accordingly so resolved.

**DULY PASSED** and approved by the City Council of the City of Lancaster, Texas, on this the 8<sup>th</sup> day of July 2013.

**APPROVED:**

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

**ATTEST:**

\_\_\_\_\_  
Dolle K. Downe, City Secretary

**APPROVED AS TO FORM:**

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

# Lancaster City Council Retreat

May 2013



## Lancaster Vision, Mission, Focus Areas and Council Goals

### Vision

Lancaster is a proud, vibrant city. We celebrate our diversity and history, preserve our natural beauty, and are the economic hub of the south DFW metroplex. Our citizens take pride in our city. The Lancaster community is the best place to live, with excellent schools and educational opportunities, and attractive corridors and neighborhoods. Our citizens enjoy convenient living.

### Mission

Lancaster city government is financially sustainable and provides efficient customer-friendly services. Our citizens have trust and confidence in city government and leaders.

### Key Performance Areas

#### Financially Sound City Government

The City has a long-range financial plan and has prudent fiscal policies and processes in place. It has met or exceeded its general fund reserve goals, has funds available to address the needs of community, and responsibly manages its debt. The community continues to move toward a more competitive tax rate.

#### Civic Engagement

The City provides opportunities for involvement through special events, boards and commissions, youth and parent volunteer opportunities in recreation, sports teams, City elections, civic leadership academy, and City-wide celebrations.

#### Healthy, Safe and Vibrant Neighborhoods

Lancaster is a safe place where neighbors know each other. The community unites at citywide events that keep neighborhoods strong. Compassionate code enforcement maintains our residential neighborhoods, and all residents have access to parks near where they live.

#### Professional and Committed City Workforce

Lancaster city government is an employer of choice with competitive pay that attracts an engaged, responsive, customer-oriented, innovative, and effective workforce. Some employees live in the City and all have a sense of ownership of the community. City employees feel needed and appreciated by elected officials, residents and businesses and are respectful to and appreciative of their customers and the City's governing body. The City's executive staff is engaged with residents and attends community events, uphold strong customer service, and use technology to aid them in working smarter.

**Quality Development**

The City encourages high quality construction in its housing, commercial buildings and public facilities. The City employs sustainable building practices and encourages conservation and the use of alternative energy sources. The City has a diverse housing stock with walkable neighborhoods and other high-quality neighborhood amenities. A diversity of commercial businesses include corporate business parks and distribution facilities, which make use of the expanded airport, rail, and highway system. Retail areas have grown because of growth in industrial, commercial and residential development.

**Sound Infrastructure**

The City has well-maintained streets and well-planned preventative maintenance programs for infrastructure and assets.

## Retreat Summary

On May 28 and 29, the Lancaster City Council held a facilitated retreat in The Grand Hall of the Lancaster Recreation Center. The Mayor and all Council members attended the retreat, along with the City Manager, Assistant City Manager, and City Secretary. The retreat was facilitated by Julia Novak of The Novak Consulting Group. This report summarizes the conversations held at the retreat.

## Expectations

Each person was asked to state their expectations for the 2013 Retreat.

- Unity
- Relax
- Get feet on the ground and reacquainted with Council
- Progress
- Vision – Goals
- Open-minded
- Direction for staff – work plan
- Celebrate successes from the prior year
- Clarity – Understanding this Council
- Renewal and reenergize
- Fun!
- Give this meeting our undivided attention

## City Council Rules and Procedures

The City Attorney reviewed the purpose of having Rules and Procedures for the City Council and reviewed the Rules and Procedures document.

### Rules and Procedures

- Council Duties and Responsibilities
- Section I Mayor-City Council Relations
  - A – Mayoral Responsibilities
  - B – Councilmember Responsibilities
  - C – House Rules: Code of Conduct
  - D – City Council Agenda Processes
    - The City Council discussed the procedure for putting items on the agenda and did not reach consensus regarding changing the current procedures.
    - The Council discussed the need to remind citizens why they cannot respond to comments made during citizen participation due to issues with the Texas Open Meetings Act (TOMA).
    - The Council discussed the amount of time citizens have to address the Council and agreed that the three minute clock would not start until after the person has stated their name and address for the record.
  - E – Councilmember Training and Professional Development
- Section II – Council –Staff Relations
- Section III – Media Relations
- Section IV – Boards and Commissions
- Code of Ethics
  - The portion of the Code of Ethics in the Rules and Procedures document represents a philosophy – the ordinance contains the nuts and bolts of how the philosophy should be implemented.
- Censure Policy
  - The Council discussed the censure policy and reflected on the 2012 conversation about holding one another accountable for personal behaviors.
    - If a Councilmember is not meeting expectations...
      - Go to the colleague and share the concern, if this is not comfortable or if the situation persists
      - Ask the Mayor (or another member of the body) to join and have a 3-way conversation; if the problem persists
      - The body will have to carefully consider how to pursue the matter

The City Attorney suggested that the Council examine the Code of Ethics Ordinance (which is referenced in the rules). It has been well over ten years since those have been examined. The Code was distributed and the group agreed to hold a future workshop to fully vet the issues. The Rules and Procedures will come back to Council for adoption before August of 2013.

## The Lancaster Brand

Each Councilmember was asked to share reflections on the Lancaster Brand.

### The Lancaster Brand

- Logistics – convenience, access to transportation network
- Developer friendly
- City of inclusion – diverse
- Historic
- Amenities we offer our citizens
- Place to invest – both residential and commercial
- Educational access
- Near transportation potentials – DART, Rail, northern access
- Great place to live and raise a family
- Safe
- Customer service
- Great City to live in – hometown
- Innovation – potential for this to be part of our brand – build on creative problem solving
- Potential – visionary, strategic thinking, can take us even further
- Opportunity – great place to work near where you live
- Striving to break through – not willing to be complacent
- Hungry for more, better
- Work for success

### Council Role in “brand” Protection

- Be factual
- Promote our brand
- Create policy so we have a structure to accomplish what we want
- Recognize that as individuals we won’t be able to get everything we want done
- Subtle and not so subtle responses when we do not get our way
- Encourage our supporters to respect our guidelines
- Model appropriate behaviors
- Give clear direction to staff
- Answer citizens questions or send them to the right staff person
- Believe in the brand! Buy into it!
- Be believable to the public
  - Act with integrity
  - Be civil
  - Be approachable
  - Be relatively informed
- Walk the walk – don’t just talk it
- Be involved in the community
- Be present at city events, at regional meetings – represent Lancaster

## Civility

The City Council received a briefing on “Civility” and its importance in engaging civic engagement and maintaining/enhancing the Lancaster brand.

### Headlines

The council was asked to consider how an outsider might write a headline describing a Lancaster City Council Meeting.

- City With Disengaged Citizens
- Split City Council
- City on the Move
- Passionate Council

The Council discussed the importance of encouraging debate and dissent without appearing fractured. A divided Council does not have to be a bad thing. You can disagree on a position without making it personal.

- Council needs to take governing seriously – we are here to do the people’s business
- Do not allow the conversation to break down
- We must remember to display civility in the heat of debate

The PowerPoint Slides on Civility are included as an attachment to the report.

## The Lancaster Brand - Continued

### Council Role in “brand” Protection

Each member of the governing body was asked to receive feedback on how they enhance the brand and what they could do differently to further enhance the brand. The City Manager also received feedback from the Council.

<b>Opal</b>	
<b>How does Opal help/promote/enhance the Lancaster brand?</b>	<b>What could Opal do differently that would help protect the Lancaster brand?</b>
Hardworking Good listener Positive Reaches out to Council Informative Takes professional development seriously Willing to make tough decisions Efficient Holds her ground Approachable Can count (knows when the Council support is there)	Spend more 1-1 time and listen more Work on “active” listening Be more encouraging about attending community programs Don’t have to have all the answers on the spot Use your ACM – don’t overextend Learn to let go and let others take ownership
<b>Mayor</b>	
<b>How does the Mayor help/promote/enhance the Lancaster brand?</b>	<b>What could the Mayor do differently that would help protect the Lancaster brand?</b>
Likeable Approachable Attends key meetings outside the City that impact us Visibility Stays calm under pressure Fair – allows people to say what needs to be said	Agenda items – call Council and push the issue In conflict – jump in more to keep under control – don’t let it go too far Mediate w/o triangulating Make both parties feel equitable in resolving conflict Don’t assume all statements are true – do your fact checking to verify
<b>Mayor’s Takeaway: Will work on doing a better job facilitating issues among colleagues</b>	
<b>Marco</b>	
<b>How does Marco help/promote/enhance the Lancaster brand?</b>	<b>What could Marco do differently that would help protect the Lancaster brand?</b>
Passionate – for people Well informed Well spoken – verbalizes well Taps into constituent needs Stands up for his belief – hold your ground Makes himself accessible	Give more time to City events, etc. Passion can get the best of him Volume – too much sometimes Don’t bash prior bodies – respect those who went before you Don’t try to look better by making colleagues look worse Be more optimistic and positive in discourse

Check your facts	
<b>Marco's takeaway: Will work on being more optimistic</b>	
<b>Nina</b>	
<b>How does Nina help/promote/enhance the Lancaster brand?</b>	<b>What could Nina do differently that would help protect the Lancaster brand?</b>
<ul style="list-style-type: none"> <li>Gets information for her constituents effectively</li> <li>Has grown in knowledge</li> <li>Attends lots of outside events</li> <li>Approachable</li> <li>Good role model for younger people</li> <li>Tech savvy</li> <li>Responsive</li> <li>Has overcome physical challenges and still maintains volunteer work</li> <li>Speaks her mind</li> <li>Passionate</li> </ul>	<ul style="list-style-type: none"> <li>Too controversial</li> <li>Can be too sensitive – try to be less emotional and more thick skinned</li> </ul>
<b>Nina's takeaway: Need to get a thicker skin</b>	
<b>Carol</b>	
<b>How does Carol help/promote/enhance the Lancaster brand?</b>	<b>What could Carol do differently that would help protect the Lancaster brand?</b>
<ul style="list-style-type: none"> <li>Passion for City and District</li> <li>Supports facts with documentation</li> <li>Well informed of issues</li> <li>Community and historical/institutional knowledge is a valuable perspective</li> <li>Shares best practices from other communities</li> <li>Prepared</li> <li>Knows how to agree to disagree</li> <li>Engaged – visible outside the community</li> <li>Time</li> <li>Good ambassador</li> </ul>	<ul style="list-style-type: none"> <li>Talks too long sometimes</li> <li>Sometimes historical perspective can over shadow others</li> <li>Communicate without relying on past Mayor/Council experience</li> <li>Understand needs of business community</li> </ul>
<b>Carol's takeaway: Will work on reconnecting with the business community</b>	
<b>LaShonjia</b>	
<b>How does LaShonjia help/promote/enhance the Lancaster brand?</b>	<b>What could LaShonjia do differently that would help protect the Lancaster brand?</b>
<ul style="list-style-type: none"> <li>Professional appearance</li> <li>Well informed on issues</li> <li>Great speaker</li> <li>Approachable</li> <li>Speaks her mind</li> <li>Listens to constituents and studies issues</li> <li>Energetic</li> <li>Takes initiative</li> <li>Proactive person</li> </ul>	<ul style="list-style-type: none"> <li>Return phone calls</li> <li>Have the facts before asserting things – be careful where we get information</li> <li>Be more supportive of City events (time) and external events</li> <li>Continuing education – can't get enough (TML, etc.)</li> <li>Build individual relationships with City Manager and colleagues</li> </ul>
<b>LaShonjia's takeaway: Be more accessible by phone/email – will commit to returning calls</b>	

James	
<b>How does James help/promote/enhance the Lancaster brand?</b>	<b>What could James do differently that would help protect the Lancaster brand?</b>
Always comes to meetings dressed nicely Loves his district – very visible Approachable Will support people he believes in Says what he means If he has an issue will deal with it directly Communication Passionate Cares for the city	Investigate before taking action Gets heated – short tempered More visible outside the City Following through on commitments
<b>James’s takeaway: Will attend more functions</b>	
<b>Stanley</b>	
<b>How does Stanley help/promote/enhance the Lancaster brand?</b>	<b>What could Stanley do differently that would help protect the Lancaster brand?</b>
Works his district – is visible Comes to meetings informed Courteous, respectful, polite and approachable Passion for the City Works to be informed Neutral Objective Attends meetings outside Lancaster Visible at City events	Be more concise Don’t be easily discouraged – frustrated State what you believe in Push his own agenda – community Be more vocal
<b>Stanley’s takeaway: Will be more vocal</b>	

## Council Dynamics, Roles and Expectations

The Council reviewed prior year’s discussions on expectations. There were no new items added and the Council noted that many things required a renewed commitment to working better together.

<p><b>What do Council members expect from their colleagues on the Council?</b></p>	<p><b>What are Council members willing to give their colleagues on the Council?</b></p>
<ul style="list-style-type: none"> <li>• Full commitment to City of Lancaster (represent what’s best for the whole City - not just your district - first and foremost) –work on not attributing things as being good for an individual district vs. good for the City as a whole</li> <li>• Work hard (read our packets, ask questions of staff is we have them, be prepared for meetings) –</li> <li>• Be a team player (if decision is made and we disagree, don’t criticize other Council members about it)</li> <li>• Respect and understanding (common courtesy of returning phone calls) – don’t make yourself look good at anyone else’s expense</li> <li>• Professionalism and appropriate decorum</li> <li>• Be committed to the position and all it entails (norms)</li> <li>• Be open minded, use all resources before making a decision – could use work being or appearing to be open minded</li> <li>• Honesty</li> <li>• Give colleagues the benefit of the doubt - Council members discussed the importance of preserving their right to change their minds, but also explaining to their colleagues why they have had a change of heart if/when that occurs – understand that when you choose not to explain your vote, either before, or after, you are shutting down understanding</li> <li>• Abide by our rules, especially our charter</li> <li>• Uphold ethical standards inside and outside the Council chambers</li> <li>• Support each other – allow colleagues to be “first in their own district” for constituent services (when a constituent reaches out to you with an issue in one of your colleague’s districts, bring the issue to your colleague and allow them to take over, resolve, and follow-up with the constituent; if there is an emergency, the person who is called will address the issue and inform their colleague)</li> <li>• Advice, if they want it</li> <li>• Go to the source of an issue or problem and try to resolve it directly (with one another or with</li> </ul>	<ul style="list-style-type: none"> <li>• Do what I say I will do</li> <li>• If I have an issue I will tell you – need to work on this</li> <li>• Continue to work hard on Council work</li> <li>• My full commitment to the City of Lancaster and professional development as an elected official</li> <li>• Honesty</li> <li>• Cooperation</li> <li>• Attention</li> <li>• Being the eyes and ears of my district to bring opinions from constituents</li> <li>• Willing to support and donate resources</li> <li>• Give life experiences</li> <li>• Be prepared</li> <li>• Give my perspective - when asked and even when not asked, sometimes</li> <li>• Start with blank slate, including trust and respect until a colleague loses it</li> <li>• Work with everyone</li> <li>• Concern and compassion</li> <li>• Willing to help if asked, and if I can</li> <li>• Understanding</li> <li>• Prayer</li> <li>• Benefit of the doubt</li> </ul>

<p>appropriate staff) – doing a good job letting staff know when there is a concern; Council can improve on holding one another accountable throughout the year</p> <ul style="list-style-type: none"><li>• For Mayor: Schedule regular (2x/year) meetings with each Councilmember to solicit ideas and feedback</li><li>• Identify a fun/recreational activity to do 1x/year (bowling, ropes course)</li><li>• Give appropriate credit to whoever brings up an idea</li><li>• Encourage one another – be quick to praise and careful to criticize</li></ul>	
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## Debriefing Progress and Anticipating the Future

The City Manager concluded the session on May 28 by highlighting the successes the City has experienced in the past year.

### Successes

- Fiscally Sound Government
  - Aretha and Opal met with Financial Advisors who have complimented the City staying on track to increase reserves and invest in infrastructure.
  - From 3% to 21% Fund Balance
  - Amount of funds in excess of 12% is going towards one time expenditures and maintaining rolling stock
  - Revisions to Storm Water ordinance have been made – all commercial property owners are paying the proper rates and there has been minimal backlash – this will allow the City to address needs
- Civic Engagement – community events have been a highlight – Opal intends to work harder on getting the Council involved and engaged in the growing events
  - Youth advisory commission has taken off
  - Volunteer program has grown – held our first volunteer appreciation event in many years
  - Social Media is a new area of focus
- Healthy, Safe & Vibrant Neighborhoods – have expanded police involvement and engagement with our youth. Now are providing a gaming station at the Police Substation at the movie theater.
  - Public Improvement Districts – currently has an educational focus, but working to help communities understand
- Professional and Committed Workforce – investing in training and development
  - Providing additional technology in the field for our staff
- Quality Development
  - Issued an RFP to update the City’s Comprehensive Plan – this will be done in phases over the next several years.
  - Commercial and Industrial Development – Business Journal voted our deal the best business deal of the year – City was creative in making this deal happen – good for our brand, good for our finances. Many new businesses have opened in the past year.
    - Prologis Building 5
    - Chicken Express
    - Family Dollar
    - Seattle’s Best Coffee
    - Mobis Facility
    - Kia

- Did in-house water and sewer projects as well as routine streets maintenance projects. Working more strategically to replace and maintain our infrastructure.
- Continue to target and market to retail outlets to locate in our community. Opal meets monthly with the Economic Development Director to ensure we are proactively marketing the City to the retail development community. We know we need to improve daytime workforce opportunities – but we want to get the name of Lancaster out there.
- Airport Master Plan – we are on the radar with FAA and TxDOT – following through on our Council approved plan. Several major steps are proceeding including a parallel runway and a new terminal. Because of the strategic approach the City has taken, TxDOT has kept funding in play.
- Sound Infrastructure
  - Able to meet the January 2013 to comply with FCC Radio requirements. New primary antenna will go on water tower scheduled to be completed in December of 2013. The City is compliant with federal regulations at this time.
  - Street Maintenance Program – Utilizing Pavement Management Program to ensure strategic and intentional repair and replacement of City streets. Working through the streets in a systematic way – but will address emergencies as they become available. Rating is updated every year to ensure the City is always making the wisest choices with its infrastructure dollars.
  - New Fleet Maintenance Facility is proceeding – have identified a site and have discussed partnering with the School District – they have assigned a person on the City’s team to see if they might be able to collocate and lease space from the City and relocate their facility from Dallas Avenue.

A formal quarterly update will be provided on Monday evening.

### Check-in/Agenda Review

The group began the second day of the retreat by checking in and reflecting on the prior days' work.

What went well...	What could have been better...
Breakthrough on certain issues that should be helpful. Great day! Successes of prior year – cool to see what is done in a relatively short period of time Good to be with colleagues Clearing the air to help us focus Learn about each other Learned about ourselves	Let the past go so we can move forward!

## Focus on the Future of Lancaster

The Council reviewed the existing Key Performance Areas and determined that the existing six Key Performance Areas were still critical to achieving the Lancaster vision:

Lancaster is a proud, vibrant city. We celebrate our diversity and history, preserve our natural beauty, and are the economic hub of the south DFW metroplex. Our citizens take pride in our city. The Lancaster community is the best place to live, with excellent schools and educational opportunities, and attractive corridors and neighborhoods. Our citizens enjoy convenient living.

- Financially Sound City Government
- Civic Engagement
- Healthy, Safe and Vibrant Neighborhoods
- Professional & Committed City Workforce
- Sound Infrastructure
- Quality Development

## Refine and Define Priorities<sup>1</sup>

### Fiscally Sound City Government

- **Maintain competitive tax rate**
- Maintain fund balance targets in all funds
- Continue equipment replacement program
- Maintain a balanced budget
- Engage residents in Fiscally Sound City Government
- Use Technology to enhance fiscal standing – user friendly bill paying interface
- Be fiscally conservative
- Long term facilities planning

### Civic Engagement

- Maintain youth summer programs
- Use social media to promote events
- Communicate with residents – new initiatives
- Use survey data to adjust service enhancements (timing of survey)
- City wide garage sale promotion
- Hear from Mayor more in various venues – writing
- Be open to resident initiatives
- Hear from the City Manager more
- Public safety academy – civic leadership programs
- Interface with other institutions
- Library programming offers

- Understand second Saturday importance – support and work with the Chamber
- Move PID Initiative from Healthy, Safe & Vibrant Neighborhoods – “Support Lancaster neighborhoods in the creation of Public Improvement Districts (PIDs) throughout the city to strengthen and connect neighborhoods.

### Healthy Safe and Vibrant Neighborhoods

- Regional dispatch consideration
- **Strong traffic division in the Police Department (redefined in final version)**
- City focus on maintaining publicly owned property
- Increased police presence
- Community Gateway enhancements – quality maintenance
- Business of the month for landscaping
- Enhance Code Enforcement Program
- Enhanced animal control – shelter
- Rental property inspection program
- Appropriate fire department equipment
- PID Program expansion

### Professional & Committed City Workforce

- Fill key leadership vacancies
- Customer service focus
- Maintain quality workforce – retention
- Utility billing/phone system
- Identify ways to make jobs easier/technology & productivity increases
- Employee wellness
- Employee accountability/ownership/incentive
- **Competitive Compensation Strategy**

### Quality Development

- **Nationally branded hotel and conference center**
- New name brand restaurants (Chipotle and Chick-fil-A)
- Residential development – require cement board
- Campus District Development I20 and Houston School Road
- Grocery Store
- Review Development Incentive Policy
- Execute opportunity to build infrastructure in Port area
- Adopt 2012 Building Code
- Support existing development with proper infrastructure

### Sound Infrastructure

- **Street, water & Sewer line improvements (redefined in final version)**

- Golf courses and park development
- Elm Street Pedestrian enhancements or alternatives
- Enhance outdoor play opportunities at existing parks or new parks in older neighborhoods
- Restroom at Bear Creek Park
- Codification of the LDC

## Finalize 2013-2014 Work plan

Council agreed to the following initiatives for 2013-2014 – and for each item identified the “problem being solved/opportunity being seized” and “what success looks like.” Staff will take each item and integrate them into the 2013-2014 initiative.

### *Financially Sound City Government*

- Ensure the City’s Tax Rate is Competitive:
  - What Problem Are We Trying To Solve/Opportunity Do We Want to Seize:
    - Need to be close to our competitors tax rates
    - Community members are able to pay increasing taxes
  - What Does Success Look Like:
    - Conscious and aware of impact of our actions
    - Competitiveness includes the tax rate, the value and the actual dollars paid by our homeowners
    - Determining appropriate tax rate for providing the services that our community wants

### *Civic Engagement*

- Support Lancaster neighborhoods in the creation of Public Improvement Districts (PIDS) throughout the city to strengthen and connect neighborhoods.
  - What Problem Are We Trying To Solve/Opportunity Do We Want to Seize:
    - Residents are disengaged in Civic initiatives
    - People don’t come to City events
    - Lack of “community” feel
  - What Does Success Look Like:
    - Each PID/HOA meeting can meet at City Hall
    - Help promote meetings
    - Increase in the HOAs having annual meetings

### *Healthy, Safe and Vibrant Neighborhoods*

- Assess Community Policing Strategy and determining appropriate staffing levels and deployment.
  - What Problem Are We Trying To Solve/Opportunity Do We Want to Seize:
    - No dedicated traffic unit
    - Perception of an increase in property crimes
    - Insufficient police visibility
  - What Does Success Look Like:
    - Evaluate policing strategies and provide the data and evaluation to the Council.

### *Professional and Committed City Workforce*

- Update our Compensation Survey and provide data to the Council on where our pay is relative to the established policy.
  - What Problem Are We Trying to Solve/Opportunity Do We Want to Seize
    - Turnover
    - Retention
    - Morale
  - What Does Success Look Like:
    - Council can make informed decisions on pay
    - Improved retention
    - Exit Surveys no longer show that employees are leaving for better pay as a primary reason for leaving the City

### *Quality Development*

- Promote the development of a nationally branded hotel/convention center in Lancaster – pursue opportunities and develop a strategy.
  - What Problem Are We Trying to Solve/Opportunity Do We Want to Seize:
    - City has no quality National Brand hotel in the City limits
    - Insufficient event space for civic events
    - Important for business development
  - What Does Success Look Like:
    - Identify prospects
    - Identify opportunities to market to potential developers.
- Gauge the interest of the development community in pursuing development on the North Side of I20 at Houston School Road
  - What Problem Are We Trying to Solve/Opportunity Do We Want to Seize:
    - Potential development in Lancaster
  - What Does Success Look Like:
    - Identify development interests in this location
    - Get a realistic sense of development activity
    - Identify the required City investment

### *Sound Infrastructure*

- Prioritize maintenance initiatives based on Pavement Management Program results
  - What Problem Are We Trying To Solve:
    - Insufficient funds for “catching up” the City’s infrastructure maintenance
    - Major community priority
  - What Does Success Look Like:
    - Commit to funding priority initiatives
    - Identify options for increasing resources available for road maintenance

## Other Issues

### *Water Cut Offs*

The City Manager described the process for terminating service.

- Bill for service for water used from May 1 to May 31 is issued June 4
- Payment is due June 24
- On June 25<sup>th</sup> a 7% penalty is applied
- On July 5 Water would be cut offs
- The bill states that customers are shut off on the due date.

During the past several months, the City has gone from 1500 to now 1000 cut offs per month. The City had not been terminating service and was writing off approximately \$1M/year in unpaid water bills. This practice had an adverse impact on rates for those who were paying their water bills. The new procedures has been challenging – but ultimately the number of cut offs is decreasing and people are understanding the need to pay their water bill every day.

Council brainstormed potential strategies for enhancing communication and residents with the staff for enhancing customer service while still enforcing the ordinance.

## Adjourn/Next Steps

Each person was asked to reflect on this year's retreat experience and share a parting thought or comment:

- Carol: Productive. Was sad the bathrooms at Bear Creek Park didn't make the priority list; it was good to hear all the positive things going on and moving forward. Good to see the focus on moving the City forward in a positive manner.
- Aretha: Good – Council was clear on what they want and have clear direction
- Opal: Always like sharing the positive of what is going on in Lancaster and encouraging the elected body to share what is positive. Some things our residents don't see all the good. Very productive to get clear direction and new strategies.
- Dolle: Reenergized and refreshed! Love clear direction – made progress.
- LaShonjia: Time spent it was a good opportunity to reenergize and bridge gaps coming together as one body. Truly setting goals and following through –while not forgetting the people who put us here to represent them.
- Stanley: Made good progress yesterday – got items on the table and hope they are resolved. As we move forward we can nurture those and be a better and stronger Council. Very excited to see the six KPAs reexamined and reaffirmed. A few additions from last year and some reinforcement of what we have done. Progress from last year was very energizing.
- James: I've seen some positive things including a change from the beginning on day one until closing on day two. Only thing I have reservations about is concern for people who aren't paying their bills – people need to pay their bills. Hope people are paying all their utility bills.
- Marco: Enjoy spending time with colleagues – always informative. Appreciate staff for what they do. Thank you Julia as well. We have to work together – we have been elected to do a job, we need to forget about the old stuff and move the City forward. We all want to leave the City in a better place than when we found it.
- Mayor: Are you sure we are ready to go? I was concerned about how we would get through this planning period. I am pleasantly surprised that we have taken steps to address the underlying issues and heal. Now the real work begins. It is now about governing and taking steps for this community. I'd like for us to figure out how we can do some fun. I am excited, and maybe a little disappointed we did it so efficiently because the more we are together in this type of setting the better we are as a result. Appreciate everyone's time and look forward to this next year.

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<sup>i</sup> Bolded items were ultimately identified as the priority work plan items of the City Council

## What Do The Papers Say

What would an outside observer use as the headline to describe City Council meetings in Lancaster?

## Does Civility Matter?

### Part 1:

Civility matters because...

### Part 2:

My actions matter because...

If apathy is the biggest threat to  
democracy  
AND

If the lack of civil discourse breeds  
apathy

**THEN**  
The lack of civil discourse is a  
direct threat to democracy

# Civility Matters

# Trends



## Trends That Nurture Incivility

- Approximately 90 trends identified
- Approximately 15% speak to civility and the lack thereof

## Trends That Nurture Incivility

- Narrow-mindedness
- Corporate Greed
- Growing unwillingness to compromise
- Disappearance of political compromise
- Increase in the number of people carrying guns
- Lack of manners and respect

## Trends That Nurture Incivility

- Bullying, internet bullying and school violence
- Increasing political divisiveness
- Distrust of government
- Distrust and anger
- Corrosive effect of income inequality
- Continued racial tension and disharmony
- Disenfranchisement of women and
- Inequality

## Trends That Nurture Incivility

Can you think of others?

# What is Civility

## What is Civility

“Civility is claiming and caring for one's identity, needs and beliefs without degrading someone else's in the process.”

[Institute for Civility in Government](#) Co-Founders, Cassandra Dahnke and Tomas Spath  
Authors of : ***Reclaiming Civility in the Public Square: 10 Rules That Work***

### Civility requires Respect

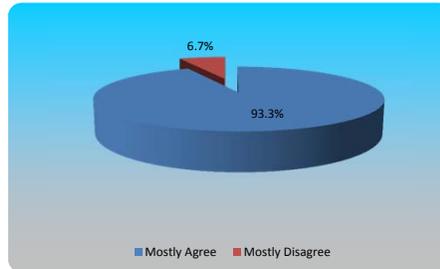
- American Heritage Dictionary on Respect
  - The state of being regarded with honor or esteem.
  - As a Verb “to avoid violation of”
  - Second definition “by respect we do not mean deference to authority or position, rather we are referring to the America principle of avoiding violation of an individuals fundamental rights”

### 2011 “Civility in America Survey”

- 65% believe the lack of civility is a major problem in the United States
- 38% have directly experienced workplace incivility
- 55% believe it is going to get worse

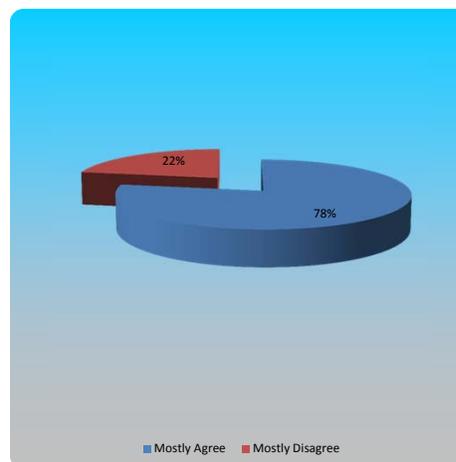
I believe that civility is a major problem in the United States

- A. Mostly Agree
- B. Mostly Disagree



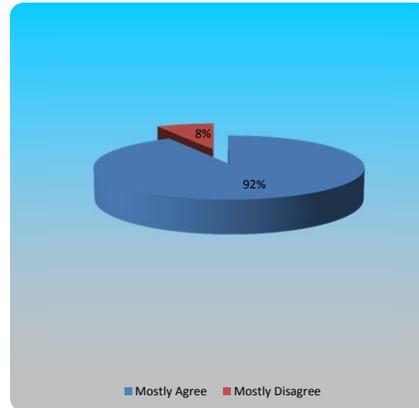
I believe that civility is a major problem in local government

- A. Mostly Agree
- B. Mostly Disagree



## I believe our society is at risk of becoming less civil in the future

- A. Mostly Agree
- B. Mostly Disagree



## What Does Incivility Look Like

- Public meetings
  - Cheering and jeering
  - Name-calling
  - Wild Accusations

## What does Incivility Look Like

- **Within Governing Bodies**
  - Unwillingness to compromise
  - “Ward” politics
  - Unhealthy alliances

## What Does Incivility Look Like

- **Inside Organizations**
  - losing one’s temper or yelling at someone
  - rude or obnoxious behavior in the workplace
  - badgering or back-stabbing in the workplace
  - withholding important information
  - sabotaging a project or damaging someone’s reputation
  - An Increase in the number of “Subjects” of Bob Sutton’s Book (*The No Asshole Rule*)

## Inside Organizations – subtle incivility

- arriving late to a meeting
- checking e-mail or texting during a meeting
- not answering calls or responding to emails in a timely manner
- ignoring or interrupting a colleague in the workplace
- not saying “please” or “thank you”

## What Can We Do

- Agree, as a body, that you do not want to be part of the lack of civility in local governance – then when you experience it:
  - Name it
  - Do not accept it
  - Do not allow it
  - Do not do it

- **Be Proactive About Nurturing Civility**
  - Articulate – and reinforce – Values
  - Look for opportunities to start with a positive
  - Create ground rules
  - Have honest conversations about expectations and behavior

- **Practice RESPECT**
  - **Refrain** from putdowns, criticism and personal attacks
  - **Encourage** others to state their views
  - **Support** each other, even if you don't agree
  - **Practice** active listening
  - **Express** yourself assertively, not aggressively, not submissively
  - **Collaborate**, do not compete or collude
  - **Trust** each other, unless and until such trust is violated

*The New Manager's Tool Kit: 21 Things You Need to Know*

What has worked in your jurisdiction?

Mayor or Presiding Officer:

- Define process for public input
- Be consistent regardless of your personal viewpoint on the topic or speaker
- Sets the tone of the meeting
- Clarify how the discussion, hearing, etc. will be run before it begins

### Council Members:

- Hold self and others on council accountable
- Support the Mayor or Presiding Officer
- Don't play to the crowd
- Follow your own guidelines

### Staff:

- Give elected officials a heads up on controversial issues
- Provide clear and complete information in advance
- Let public know the process for providing feedback at meetings in advance

- Norms for meetings
- Articulated expectations
- One-on-one discussions
- Shared vision and goals
- Rules/Code of Conduct
- Council workshops

Remember AND



# Thanks

Julia D. Novak

[jnovak@thenovakconsultinggroup.com](mailto:jnovak@thenovakconsultinggroup.com)

# LANCASTER CITY COUNCIL

## Agenda Communication

July 8, 2013

Item 7

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Discuss and consider an ordinance amending Chapter 8 of the Lancaster Code of Ordinances, by adopting Article 8.17, Sections 8.17.001 through 8.17.045, "Hotel/Motel Property Regulations"; providing for Definitions; providing the Powers and Duties of the Building Official as the Designated Administrator; providing for minimum standards and for the responsibilities of the Property Owner/Manager; providing Guest Responsibilities; providing for Repair Duties; providing Notice Requirements; providing Affirmative Defenses; providing for a Rental Agreement, Disclosures and Administrative Responsibilities; providing requirements for Trade Name Registration; providing for Application, Place of Business, Issuance, Renewal and Expiration of License; providing for the establishment of a Hotel/Motel License Fee; providing for Display, Replacement and Transferability; and providing a penalty of fine not to exceed five hundred dollars (\$500.00).

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

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

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### Background

City Council received a presentation on the hotel/motel property inspection program at the work session held on Monday, June 17, 2013. As a result of this, staff is bringing forward the ordinance to inform hotel/motel owners and managers of their responsibilities and impose minimum property standards. The program requires each property owner to register their complex annually and receive semi-annual detailed inspections to ensure that minimum standards are being met as outlined within the ordinance. The ordinance details responsibilities for the owner/manager to follow to ensure both property and building maintenance meet the currently adopted code.

There are four hotel/motel complexes consisting of a total of 238 rental units. The regulations observed are contained in the adopted International Property Maintenance Code. The attached ordinance is a detailed description of code requirements that are designed to ensure minimum standards are achieved at each complex.

### Considerations

- **Operational** – This effort will be led by Building Inspections along with staff from the inspection task force comprised of the Fire Department and Code Compliance Division. Inspections will be conducted semi-annually on the interior and exterior of each complex including rental units, offices, dining areas, laundries, swimming pools/spa/hot tubs, onsite amenities and surrounding grounds and parking lots. Building Inspection areas

concern include property standards, sanitation, structural conditions, paint protection and code compliance. The Fire Department inspects and records all life safety violations.

- **Legal** – The City Attorney has prepared this ordinance.
- **Financial** – The hotel/motel owners will be assessed an annual fee of \$60.00 per unit for semi-annual inspections. There is a companion item for the adoption of the fee to the City's Master Fee Schedule, once this item is approved.
- **Public Information** – This item will be posted in accordance with the Texas Open Meetings Act.

### **Options/Alternatives**

1. City Council may approve this ordinance.
2. City Council may reject this ordinance.

### **Recommendation**

Staff recommends approval of this ordinance.

### **Attachments**

- Ordinance

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### **Submitted by:**

Larry King, Building Official

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, AMENDING CHAPTER 8 OF THE LANCASTER CODE OF ORDINANCES, TO ADOPT ARTICLE 8.17, SECTIONS 8.17.001 THROUGH 8.17.045, “HOTEL/MOTEL PROPERTY REGULATIONS”; BY PROVIDING FOR DEFINITIONS; PROVIDING THE POWERS AND DUTIES OF THE BUILDING OFFICIAL AS THE DESIGNATED ADMINISTRATOR; PROVIDING FOR MINIMUM STANDARDS AND FOR THE RESPONSIBILITIES OF THE PROPERTY OWNER/MANAGER; PROVIDING GUEST RESPONSIBILITIES; PROVIDING FOR REPAIR DUTIES; PROVIDING NOTICE REQUIREMENTS; PROVIDING AFFIRMATIVE DEFENSES; PROVIDING FOR A RENTAL AGREEMENT, DISCLOSURES AND ADMINISTRATIVE RESPONSIBILITIES; PROVIDING REQUIREMENTS FOR TRADE NAME REGISTRATION; PROVIDING FOR APPLICATION, PLACE OF BUSINESS, ISSUANCE, RENEWAL AND EXPIRATION OF LICENSE; PROVIDING FOR THE ESTABLISHMENT OF A HOTEL/MOTEL LICENSE FEE; PROVIDING FOR DISPLAY, REPLACEMENT AND TRANSFERABILITY; PROVIDING A PENALTY OF FINE NOT TO EXCEED FIVE HUNDRED DOLLARS (\$500.00); PROVIDING FOR SEVERABILITY; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**SECTION 1.** That Chapter 8 of the Lancaster Code of Ordinances be, and the same is, hereby amended by adopting Article 8.17 as “hotel/motel property regulations”, by adopting Sections 8.17.001 through 8.17.045, which shall read as follows:

**“ARTICLE 8.17 HOTEL/MOTEL PROPERTY REGULATIONS**

**Division 1. Generally**

**Sec. 8.17.001 Definitions.**

For the purpose of this ordinance, the following words and phrases shall have the meanings respectively ascribed to them by this section:

*Bathroom.* An enclosed space containing one or more bathtubs, showers or both, and which may also include toilets, lavatories or fixtures serving similar purposes.

Cooking appliance. Any device which is used in the preparation of food or drinks, specifically for the purpose of heating food or drinks, including but not limited to stoves, ovens, microwaves, hot plates, electric skillets and electric kettles. This does not include electric coffee pots with a capacity of twelve cups or less.

Extended Stay Hotel. Any building containing six or more guest rooms intended or designed to be used, or which are used, rented, or hired out to be occupied not in excess of thirty (30) days or which are occupied for sleeping purposes for guests and, may contain kitchen facilities for food preparation including but not limited to such facilities as refrigerators and microwaves. Stoves, ovens, and hotplates are permitted only if the structure is equipped with necessary fire prevention equipment.

Floor Space. The total area of all habitable space.

Guest. Means any person who occupies a rental unit in a hotel/motel building for living or dwelling purposes on a temporary or transient basis with the Property Owner, Property Manager or Resident Manager's consent.

Habitable Space. The space occupied by one or more persons while living, sleeping, eating, and cooking, excluding kitchenettes, bathrooms, toilet rooms, laundries, pantries, dressing rooms, closets, storage spaces, foyers, hallways, utility rooms, mechanical rooms and basements and or recreational rooms.

Hotel. An establishment providing, for a fee, sleeping accommodations and customary lodging services for a period not to exceed thirty (30) days, including maid service, the furnishing and upkeep of furniture and bed linens, and telephone and desk service. Related ancillary uses may include but shall not be limited to conference and meeting rooms, restaurants, bars, and recreational facilities.

Kitchenette. A space, less than sixty (60) square feet in floor area used for preparation of food. Kitchenettes shall have a clear passageway of not less than 3 feet between counterfronts and appliances or counterfronts and walls. Light and ventilation conforming to code shall be provided.

Resident Manager. The owner, property manager and/or resident manager or resident manager of an hotel/motel building or any other person held out by any owner or property manager as the appropriate person who is in control or management of the property, who rents or causes to be rented a rental unit, or the person a guest contacts concerning the rental agreement or hotel/motel building.

Lender. Any person who holds a mortgage, deed of trust or any other security interest in the Premises.

Motel. A building or group of buildings in which lodging is designed, intended or used primarily for the accommodation of transient guests for compensation, said accommodation not to exceed thirty (30) days, and in which access to and from each

room or unit is through an exterior door. A motel is distinguished from a hotel primarily by reason of providing direct independent access to, and adjoining parking for, each rental unit.

Owner. Means a person claiming, or in whom is vested, the ownership dominion or title of real property, including but not limited to:

1. Holder of simple title,
2. Holder of life estate,
3. Holder of a leasehold estate for an initial term of five years or more,
4. The buyer in a contract for deed,
5. A mortgagee, receiver, executor or trusts in control of real property buy not including the holder of a leasehold estate or tenancy for an initial term of less than five (5) years.

Person. Includes an individual, corporation, business trust, estate, trust, partnership or association, two (2) or more persons having a joint common interest, or any other legal or commercial entity.

Plumbing Fixtures. Include gas pipes, water pipes, toilets, lavatories, sinks, laundry tubs, dishwashers, garbage disposal units, clothes washing machines, catch basins, wash basins, bathtubs, shower baths, sewer pipes, sewage systems, septic tanks, drains, vents, traps, and other fuel burning or connections to pipes.

Premises. A lot, plot or parcel of land, including any structure thereon and furthermore including a rental unit, appurtenances thereto, grounds and facilities held out for the use of guests generally and any other area or facility whose use is promised to the guest.

Property Manager. A person who for compensation has managing control of real property for owner.

Rental Unit. A unit located in a motel, hotel, or extended stay hotel which is rented and used as a guest room or sleeping place by one (1) or by two (2) or more persons, to the exclusion of others, on a temporary or transient basis.

Residential Group R-1 Occupancy. Residential occupancies containing sleeping units where the occupants are primarily transient in nature.

Residential Group R-2 Occupancy. Residential occupancies containing sleeping units or more than two dwelling units where the occupants are primarily permanent in nature.

Transient- Occupancy of a dwelling unit or sleeping unit for not more than 30 days.

**Sec. 8.17.002 Building Official, Power and Duties.**

The building official is hereby designated as the administrator of this ordinance.

In addition to the powers and duties otherwise prescribed for the building official or his designated representative, as administrator of this ordinance, he is required to:

- (1) Administer and enforce all provisions of this ordinance.
- (2) Keep records of all licenses issued.
- (3) Adopt rules and regulations, not inconsistent with the provisions of this ordinance, with respect to the form and content of application for licenses, the investigation of applicants, and other matters incidental or appropriate to his powers and duties as may be necessary for the proper administration and enforcement of the provisions of this ordinance.
- (4) Conduct on his/her initiative, periodic inspections of hotel and motel buildings throughout the city, concerning their compliance with this ordinance.

**Sec. 8.17.004 Minimum Standards; Responsibilities of the Property Owner and Property Manager.**

(a) **Property standards.** The Property Owner and Property Manager of a hotel, motel or extended stay hotel shall:

- (1) Ensure that the property maintains a R-1 occupancy classification and that the length of time for guest accommodations does not exceed thirty (30) days per guest per rental unit. In the event guests are permitted to rent rental units for a period in excess of thirty (30) days the occupancy classification will change to R-2, triggering additional structural requirements under the Building Code.
- (2) Eliminate a hole, excavation, sharp protrusion, and other objects or conditions that exist on the premises and are reasonably capable of causing injury to a person.
- (3) Securely cover or close a well, cesspool or cistern.
- (4) Provide an adequate number of solid waste receptacles or containers on the premises.
- (5) Provide adequate drainage to prevent standing water and flooding on the land.

- (6) Remove dead trees, tree limbs, shrubs and landscaping that are reasonably capable of causing injury to a person.
  - (7) Keep the doors and windows of a vacant unit or vacant portion of an hotel/motel building securely closed to prevent unauthorized entry.
  - (8) Keep all areas of the building, grounds, facilities and appurtenances in a clean and sanitary manner.
  - (9) The Property Owner and Property Manager shall address all resident complaints within the prescribed time listed in section 8.17.007 of this article.
  - (10) All exterior surfaces shall be painted and sealed to prevent rust or rotted materials.
  - (11) There shall not be any cooking appliance other than a microwave used or stored in any rental unit classified as Residential Group R-1 or Residential Group R-2 Occupancy unless the structure is properly equipped with fire prevention equipment required under Lancaster Code of Ordinances, and those codes adopted therein, including but not limited to the International Mechanical Code, the International Electrical Code and the Fire Code.
  - (12) There shall not be more than one living quarter unit per hotel/motel complex or address dedicated for use by the Residential Manager, Property Manager or Property Owner.
- (b) **Structural Standards.** A Property Owner and Property Manager of a hotel, motel, or extended stay hotel shall, in compliance with the appropriate codes of the City:
- (1) Protect the exterior surfaces of a structure which are subject to decay, by application of paint or other coating.
  - (2) Provide and maintain railings for stairs, steps, balconies, porches, and elsewhere as specified in compliance with the established codes in the Lancaster Code of Ordinances.
  - (3) Repair holes, cracks, and defects reasonably capable of causing injury to a person in stairs, porches, steps and balconies.
  - (4) Maintain the property in a weather-tight and water-tight condition.
  - (5) Maintain floors, walls, ceilings, and supporting structural members in a sound condition, capable of bearing imposed loads safely.

- (6) Repair or replace chimney flue vent attachments that do not function properly.
- (7) Repair holes, cracks, breaks and loose surface materials that are health or safety hazards in or on floors, walls or ceilings.
- (8) Maintain all interior unit exhaust fans, light fixtures in good working order.
- (9) Maintain all hotel/motel emergency fixtures in working order, including those fixtures required under the Fire Code. In the event rental units are rented by guests for longer than thirty (30) days, the occupancy classification of the structure will change to R-2, and the Property Owner and Property Manager will be required to install a Fire Sprinkler System.

(c) **Utility Standards.** A Property Owner and Property Manager of a hotel, motel or extended stay hotel shall, in compliance with the appropriate codes of the City:

- (1) Provide and maintain in working order connections to discharge sewage from a structure or deposit into a public sewer system.
- (2) Provide and maintain in working order a toilet connected to a water source and to a public sewer in each rental unit.
- (3) Provide and maintain in working order connections and pipes to supply potable water at adequate pressure to a rental unit.
- (4) Provide and maintain a device to supply hot water of a consistent minimum temperature of one hundred and twenty (120) degrees Fahrenheit within each rental unit.
- (5) Provide connect and maintain in working order a bathtub or shower and lavatory, and if a kitchen or kitchenette is present in the rental unit a kitchen sink, to a cold and hot water source in a rental unit.
- (6) Connect plumbing fixture and heating equipment that the owner supplied in accordance with the plumbing and mechanical codes of the City of Lancaster.
- (7) Provide heating equipment capable of maintaining a minimum inside temperature of sixty-eight (68) degrees Fahrenheit in each room of the rental unit.

- (8) Provide and maintain air conditioning equipment capable of maintaining inside temperature of seventy-eight (78) degrees Fahrenheit with an outside temperature of ninety-eight degrees Fahrenheit.
- (9) Provide and maintain supply lines for electrical service to each rental unit.
- (10) Connect each heating device that burns solid fuel to a chimney or flue.
- (11) Provide and maintain electrical circuits and outlets sufficient to safely carry a load imposed by normal use of appliance and fixtures.
- (12) Maintain all electrical, plumbing, heating and other facilities supplied by the owner in good working order at all times.

(d) **Health Standards.** A Property Owner and Property Manager shall.

- (1) Eliminate rodents and vermin in or on the premises;
- (2) Maintain the interior of a vacant structure or vacant portion of a structure free from rubbish and garbage;
- (3) Keep the interior of a vacant structure or vacant portion of any structure free from insects, rodents and vermin; and,
- (4) Provide and maintain appropriate receptacles and conveniences for the removal of ashes, rubbish, garbage and any other waste material and to arrange for frequent removal of such waste materials.

(e) **Exemption**

A violation of this article under subsection (a) of this section shall not apply when the premise concerned is the site of new construction and reasonable and continuous progress is being made to complete the construction.

#### **Sec. 8.17.005            Responsibility of Guest**

A guest shall:

- (1) Maintain the interior of rental unit occupied by the guest free from rubbish and garbage.
- (2) Remove an animal or animals from a rental unit if the presence of the animal or animals is a health hazard to a guest.

- (3) Connect plumbing fixtures and heating equipment that the guest supplies in accordance with the plumbing code and the mechanical code.
- (4) Place all ashes, rubbish, garbage and any other waste material in the appropriate receptacles provided for same by the Resident Manager.
- (5) Not alter a structure or its facilities so as to create nonconformity with section 8.17.004.
- (6) Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating air-conditioning, and other facilities and appliances, including elevators, in the premises.
- (7) Not deliberately or intentionally destroy, deface, damage, impair or remove any part of the premises or unknowingly permit any person to do so.
- (8) Conduct himself or herself, and require other persons on the premises with his consent to conduct themselves, in a manner that will not disturb his neighbors peaceful enjoyment of the premises. For the purpose of this section such unallowed conduct includes, but is not limited to, any loud playing of loud music, television, radio, instrument or any other mechanical device.
- (9) When vacating the rental unit, remove all trash and debris or risk loss of a portion of the security deposit.

**Sec. 8.17.006 Repair Duties.**

(a) The Property Owner and Property Manager have the duty to furnish and maintain premises in accordance with the standards enumerated in section 8.17.004. In addition the Property Owner and Resident Manager shall at all times during the occupancy of a guest make all repairs necessary to keep and maintain the premises in accordance with the standards provided for in section 8.17.004.

(b) Upon notice by the guest in writing of any defective condition in the premises or rental unit in noncompliance with the standards stated in section 8.17.004, the Property Owner and Resident Manager shall repair such condition within a reasonable period of time. If the Property Owner and Resident Manager fail to complete such repairs within twenty four (24) hours, the guest may file a complaint in writing to the building official for enforcement based upon the nature of repair and the difficulty involved, and shall issue a citation to the property owner only, if the violation is not corrected within such reasonable time.

(c) In emergency situations, the guest shall notify the Property Owner and or Property Manager or Resident Manager on premise. For purposes of this section, “Emergency Situations” are defined as a stopped up commode, overflowing bathtub or sink, broken pipes, leaking roof, emergency electrical malfunction or other situations having immediate adverse effects on the health or safety of the guest or his/her rental unit. Upon notification, the Property Owner, Property Manager or Resident manager shall respond immediately and furnish assistance to the guest within one (1) hour from such notification, where possible.

**Sec. 8.17.007 Notice requirements**

(a) A person “notifies” or “gives a notice or notification” to another person by taking steps reasonably calculated to inform the other in ordinary course whether or not the other actually comes to know it. A person receives a notice or notification when:

- (1) It comes to his attention or,
- (2) In case of the Property Owner, Property Manager or Resident Manager it is delivered at the place of business of the Property Owner, Property Manager or Resident Manager through which the rental agreement was made or at any place held out by him as the place for receipt of the communication, or in the case of the guest, it is delivered in hand to the guest or mailed by registered or certified mail to him at the place held out by him as the place for receipt of the communication, or in the absence of such designation, to his last known place of residence.

(b) A guest may not file a complaint with the Building Official under the terms of this section until twenty four (24) hours have elapsed following written notice to the Property Owner, Property Manager or Resident Manager. A copy of the written notice must accompany the guest complaint.

**Sec. 8.17.008 Affirmative Defenses.**

Notwithstanding all other sections of this article, it will be an affirmative defense to a complaint if the defendant Property Owner, Property Manager or Resident Manager or guest is able to establish that:

- (1) The noncomplying condition described in the complaint was repaired within the prescribed time limits set forth in section 8.17.006.
- (2) The noncomplying condition was repaired within the time limits established by the building official, or that the period for repair was reasonable due to circumstances beyond the control of the resident manager.

- (3) The required notice in section 8.17.007 was not provided.
- (4) The noncomplying condition was caused by the deliberate or intentional conduct of the complaining party.
- (5) The noncomplying condition could have been corrected but for the guest's refusal to permit access to his rental unit.

**Sec. 8.17.009 Rental Agreement; Disclosure; Administrative Responsibilities.**

- (a) A Property Owner and Property Manager shall disclose to the guest, by properly posting in the office, the name and address of:
  - (1) Each Property Manager and Resident Manager.
  - (2) The management company responsible for the operation of the company.
- (b) A Property Owner, Property Manager or Resident Manager shall leave notice of entry, whenever it is necessary to enter the rental unit without the specific permission of the guest. Such notice shall include date, time, and purpose of the person who has entered the rental unit.

**Secs. 8.17.011-8.17.040 Reserved.**

**Division 2. Hotel/Motel License**

**Sec. 8.17.041 Required Trade Name Registration.**

- (a) No person shall maintain, conduct, operate or rent a rental unit in an hotel, motel or extended stay motel for compensation within the city, or act as agent for another who is renting rental units in a hotel, motel or extended stay hotel, without first obtaining hotel/motel license from the Building Official. Should a person own or maintain a hotel, motel or extended stay hotel at more than one (1) location, a duplicate license is required for each additional location. The license issued to an owner authorizes such owner and its bona fide agents or employees to rent rental units to guests.
- (b) An owner shall register with the Building Official the trade name of his owner of his hotel, motel, or extended stay hotel and shall not use or permit to be used more than one (1) trade name at a single location.

**Sec. 8.17.042 Application; Place of Business; Issuance, Renewal and Expiration.**

(a) An applicant for a license shall file with the building official a written application upon a form provided for that purpose, which shall be signed by the owner and his property manager. Should an applicant own a hotel, motel or extended stay hotel at more than one (1) location, a separate application must be filed for each location. The following information shall be required in the application: Name, primary address, telephone number of the owner, property manager, resident manager and lender and the street address of the hotel, motel or extended stay hotel building(s), and if incorporated, the name of the registered agent on file with the secretary of state.

(b) The hotel/motel license expires on December thirty first (31) of each year.

(c) The building official may, at any time, require additional information of the owner or property manager, to clarify items on the application.

(d) When the resident manager of a hotel, motel or extended stay hotel is changed, notice of such change, together with name, address and telephone number of the new agent shall be provided to the building official within ten (10) days.

**Sec. 8.17.043 Hotel/Motel License Fee.**

All fees for any permit under this article shall be established by resolution of the City Council.

**Sec. 8.17.044 Display, Replacement and Transferability.**

(a) Each license issued pursuant to this ordinance together with a copy of this ordinance must be posted, displayed and kept in a conspicuous place in the hotel/motel structure in which the guest has access.

(b) A replacement license may be issued for one lost, destroyed or mutilated, upon application on the form provided by the building official. A replacement license shall have the word “replacement” stamped across its face and shall bear the same number as the one it replaces.

(c) A hotel/motel license is not assignable or transferable.

(d) An owner or property manager shall notify the building official within ten (10) days of a change of partial change in ownership, lender or management of the hotel or motel, or a change of address or trade name.

**Division 3. Penalty**

**Sec. 8.17.045 Penalty**

Any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court of the City of Lancaster, Texas, shall be punished by a fine not to exceed the sum of Five Hundred Dollars (\$500.00) for each offense. Every day a violation occurs shall constitute a separate offense.”

**SECTION 2.** That all provisions of the Ordinances of the City of Lancaster, Texas, in conflict with the provisions of this ordinance be, and the same are hereby amended, repealed, and all other provisions of the Ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

**SECTION 3.** If any article, paragraph or subdivision, clause or provision of this Ordinance shall be adjudged invalid or held unconstitutional, the same shall not affect the validity of this Ordinance as a whole or any part or provision thereof, other than the part so decided to be invalid or unconstitutional.

**SECTION 4.** Any person, firm or corporation violating any of the provisions of this ordinance or the provisions of the Code of Ordinances of the City of Lancaster, Texas, as amended hereby, shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court of the City of Lancaster, Texas, shall be subject to a fine not to exceed the sum of Five Hundred (\$500.00) dollars for each offense, and each and every day such offense shall continue shall be deemed to constitute a separate offense

**SECTION 5.** This Ordinance shall take effect immediately from and after the publication of its caption, as the law in such cases provides.

**DULY PASSED** by the City Council of the City of Lancaster, Texas, on the 8<sup>th</sup> day of July, 2013.

**APPROVED:**

\_\_\_\_\_  
MARCUS E. KNIGHT, MAYOR

**ATTEST:**

\_\_\_\_\_  
DOLLE K. DOWNE, CITY SECRETARY

**APPROVED AS TO FORM:**

\_\_\_\_\_  
ROBERT E. HAGER, CITY ATTORNEY  
(REH/aga)

# HOTEL/MOTEL PROGRAM

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Presented By: Larry King  
Building Official



# Lancaster Hotel/Motel Properties



Express Inn & Suites



Spanish Trails Inn



Motel 6



Great Western

# Outline of Presentation

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- ❑ Inspection Team
- ❑ List of Properties
- ❑ Adopted Codes
- ❑ List of Violations
- ❑ Extended Stay Unit
- ❑ Inspection Process
- ❑ Yearly Registration Requirement

# Inspection Team

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- Building Inspection
- Fire Department
- Code Compliance

# Express Inn & Suites



- 930 N. I-35
- Total Rooms 42
- **2012 Violations Recorded = 70**
- **2013 Violations Recorded = 29**
- **Reduction of 41**



# Spanish Trails Inn



- 1420 N-I-35
- Total Rooms 66
- **2012 Violations Recorded = 285**
- **2013 Violations Recorded = 58**
- **Reduction of 227**



# Great Western Inn



- 1902 N I-35
- Total Rooms = 50
- **2012 Violation recorded = 315**
- **2013 Violations Recorded = 27**
- **Reduction of 288**



# Motel 6



- 1750 N I-35
- Total rooms = 60
- **2012 Total Viol's Recorded = 157**
- **2013 Violations Recorded = 40**
- **Reduction of 117**



# Adopted Codes

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- ❑ International Property Maintenance Code
- ❑ International Fire Code
- ❑ International Building Codes

# List of Violations Areas



- **Property Standards**      13 areas of violation
- **Sanitation**              12 areas of violation
- **Structural Conditions**    13 areas of violation
- **Faulty Weather**            5 areas of violation
- **Code Compliance**        11 areas of violation
- **Fire Code**                  Multiple areas of violation

# Extended Stay Units



- During our inspection this year we recorded all properties to have extended stay residents with length of stay ranging from 3 to 10 years at the same complex.
- Code prohibits any stay longer than 30 days unless change in occupancy on Certificate of Occupancy from a R-1 to a R-2 facility.
- Illegal cooking appliances were found and removed from rooms.

# Example of Extended Stay Unit















# Inspection Process

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- ❑ Twice yearly the task force will inspect the property for violations.
- ❑ Contact is made with management to advise date of scheduled inspection.
- ❑ Every rental unit is inspected along with entire property.
- ❑ List of violations are recorded and a re-inspection time is scheduled.

# Yearly Registration

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- Staff proposes to charge a yearly registration per unit fee to be paid by January 1, of each year.
- Survey results of area cities reports no current program of this type in the 10 survey cities contacted.
- Current cities with such program Arlington, Mesquite and Garland.

# QUESTIONS

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# LANCASTER CITY COUNCIL

## Agenda Communication

July 8, 2013

Item 8

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**Discuss and consider a resolution amending the Master Fee Schedule, Article 3.000 Building Related Fees to provide an annual inspection fee for hotel/motel property rental units.**

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

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

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### **Background**

This is the companion item to the Hotel/Motel Property Regulations ordinance. Staff is proposing a yearly fee of \$60.00 (per rental unit) per hotel/motel complex to be included in the City's Master Fee Schedule. Currently the City of Lancaster has four (4) complexes with a total of 238 rental units. If the proposed fee is approved, the total annual revenue of the program is \$14,280.

The Building Official surveyed the local hotel and motel and found that the average cost of the rental unit is approximately \$51.00. Staff is proposing \$60.00 per unit.

### **Considerations**

- **Operational** - The Building Inspections Division would implement this program and the associated registration fee would be due January 1<sup>st</sup> of each year. Each hotel/motel complex would be sent a notification letter thirty (30) days prior to the due date.
- **Legal** – The resolution is the standard approved by the City Attorney for use in amending the Master Fee Schedule.
- **Financial** - The projected annual revenue is \$14,280.
- **Public Information** - All owners and managers of the four (4) hotel/motel properties will be notified of the new fee. There are no other public information requirements other than the requisite 72 hour notice as outlined in the Texas Open Meetings Act.

### **Options/Alternatives**

1. Council may approve the resolution.
2. Council may approve the resolution with an amended fee.
3. Council may deny the resolution.

**Recommendation**

Staff recommends approval of the resolution as presented.

**Attachments**

- Resolution
- 

**Submitted by:**

Larry King, C.B.O. Building Official

**RESOLUTION NO. 2013-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, AMENDING THE MASTER FEE SCHEDULE, ARTICLE 3.000 BUILDING RELATED FEES, TO PROVIDE AN ANNUAL INSPECTION FEE FOR HOTEL/MOTEL PROPERTY RENTAL UNITS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, after consideration and adoption of a Hotel/Motel Property Regulations Ordinance which provides for an inspection fee to be set by City Council; and

**WHEREAS**, after consideration and review, the City Council finds that adding an annual inspection fee per rental unit for hotel/motel properties to the Master Fee Schedule is in the best interest of the City and its citizens;

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

**SECTION 1.** That the amendment to the Master Fee Schedule, as provided in Exhibit "A", attached hereto and incorporated herein by reference, be and the same is, hereby adopted to add a per rental rate annual inspection fee for hotel/motel properties.

**SECTION 2.** 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 8<sup>th</sup> day of July 2013.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Dolle K. Downe, City Secretary

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

**APPROVED AS TO FORM:**

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

RESOLUTION NO. 2013-07-\_\_ EXHIBIT "A"  
CITY OF LANCASTER, TEXAS  
MASTER FEE SCHEDULE

**ARTICLE 3.000 BUILDING RELATED FEES**

**Section 3.100**

....

(gg) Hotel/Motel Property Annual Inspection Fee \$60.00 per rental unit

....

# LANCASTER CITY COUNCIL

## Agenda Communication

July 8, 2013

Item 9

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**Discuss and consider designation of the City's voting representative to the North Central Texas Council of Governments.**

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

**Goal: Civic Engagement**

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### **Background**

The City of Lancaster is a member of the North Central Texas Council of Governments (NCTCOG). Annually, NCTCOG requests the City designate an elected official to serve as the voting representative. The voting representative must be an elected official from the governing body. This voting representative serves as a liaison between the City and NCTCOG, receives publications and announcements from NCTCOG, and is eligible to vote on proposed Bylaws amendments and for candidates to serve on the NCTCOG's Executive Board.

### **Considerations**

- **Operational** – The voting representative serves for one year. Mayor Knight currently serves as the City's voting representative. Mayor Knight is also a member of NCTCOG's Executive Board. The previous year Deputy Mayor Pro Tem Morris served as the voting representative.
- **Legal** – NCTCOG does not require a resolution to designate the voting representative; however, submission of the form is required. The deadline to submit the form has been extended to July 10, 2013.
- **Financial** – There is no financial impact in designating a representative.
- **Public Information** – There are no public information requirements.

### **Options/Alternatives**

1. Council may designate a voting representative by majority vote.
2. Council may take no action. Mayor Knight would continue to serve as the voting representative.

**Recommendation**

Council selects the councilmember of their choice.

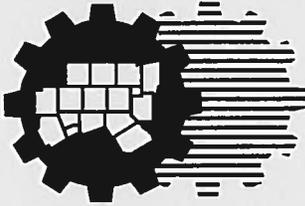
**Attachments**

- North Central Texas Council of Government form for designation of voting representative
- 

**Submitted by:**

Dolle K. Downe, City Secretary

**NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS**  
**Designation of Voting Representative**



*As a member of the North Central Texas Council of Governments,*

\* Lancaster *hereby designates the*  
(name of county, city, school district, or special district)

*following elected official to serve as its voting representative to NCTCOG's General Assembly.*

\* Name: \_\_\_\_\_ Title: \_\_\_\_\_

\* Email Address: \_\_\_\_\_

Mailing Address: P. O. Box 940  
Lancaster, TX 75146

Telephone: ( ) \_\_\_\_\_

\* Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

\* Required fields

**FOR YOUR INFORMATION**

Under the Bylaws of the North Central Texas Council of Governments, each member government is entitled to one voting representative on the General Assembly. The **voting representative must be an elected official from the governing body of the member government.** This voting representative serves as a liaison between the local government and NCTCOG; receives publications and announcements from NCTCOG; and is eligible to vote on proposed Bylaws amendments and for candidates to serve on NCTCOG's Executive Board. A city or county official must be a designated voting representative in order to be considered for service on the Executive Board.

Some voting representatives may have retired from office or some member governments may wish to select a different representative from the one currently serving. Therefore, NCTCOG annually requests recertification of voting representatives – usually after the municipal/school board elections. Use this form to designate your official voting representative to NCTCOG. If you wish, you have the option to list your **existing voting representative, without formal reappointment**, unless that person is no longer in office.

**Please return form by Thursday, June 21, 2013**  
**FAX to: Alice Webster at (817) 704-2542**

**Return form to: NCTCOG, P. O. Box 5888, Arlington, Tx 76005-5888 FAX: 817-704-2542**