



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

Monday, June 09, 2014 - 7:00 PM

CALL TO ORDER

INVOCATION: Ministerial Alliance

PLEDGE OF ALLEGIANCE: Mayor Marcus E. Knight

PROCLAMATION:

Texas Rangers Foundation

BSW Juneteenth Celebration

Lady Tigers Track Team

CITIZENS' COMMENTS:

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

CONSENT AGENDA:

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

- C1. Consider approval of minutes from the City Council Regular Meeting held May 19, 2014.
- C2. Consider a resolution approving the terms and conditions of an Interlocal Agreement by and between the City of Seagoville, Texas, and the City of Lancaster for the cooperative purchase of goods and services.
- C3. Consider a resolution authorizing an agreement with Automatic Data Processing (ADP) for the procurement of services for payroll processing through an interlocal agreement with The Cooperative Purchasing Network (TCPN).
- C4. Consider a resolution approving the terms and conditions of a Cooperative Agreement by and between the City of Lancaster and Dallas County Department of Planning and Development to provide Community Development Block Grant (CDBG) and HOME Program funding.

- C5. Consider resolution awarding RFP2014-155 for annual contract of mowing services for code enforcement purposes to Dawn of a New Lawn II.
- C6. Consider a resolution awarding RFP 2014-161 for an annual contract for litter removal services within City of Lancaster rights- of- way and street medians to Good Earth Corporation.
- C7. Consider a resolution awarding RFP 2014-159 for an annual contract for mowing services at the Lancaster Regional Airport and specified rights-of-way, street medians, HMGP acquired City owned lots, and drainage areas to JBa Land Management LLC.

ACTION:

- 8. Consider an Ordinance Amending Chapter 6 of the Lancaster Code of Ordinances to Add Article 6.12, "Single Family Rental Property Regulations", Sections 6.12.001 Through 6.12.009; Providing for Definitions; Providing the Powers and Duties of the Building Official as the Designated Administrator; Providing for the Establishment of a Rental Property Registration Fee; Proving a Penalty of Fine not to exceed Five Hundred Dollars (\$500.00).
- 9. Discuss and consider a resolution amending the Master Fee Schedule, Article 3.000 Building Related Fees to provide an annual inspection fee for Single Family residential rental units.
- 10. Consider an ordinance amending the Code of Ordinances by amending Chapter 22, by adopting Article 22.13 "Photographic Enforcement and Administrative Adjudication of School Bus Stop Arm Violations", Sections 22.13.001 through 22.13.020 creating a civil offense for a school bus stop arm violation involving a camera-enforced school bus.
- 11. Consider a resolution amending the Master Fee Schedule, Article 14.00 Police Department to provide fines, costs and fees for school bus stop arm violations.

EXECUTIVE SESSION:

- 12. The City Council shall convene into closed executive session pursuant to Section 551.071(a) and (b) to discuss and deliberate with the City Attorney the following pending matter in litigation, settlement and/or matters involving attorney-client privilege:
 - (a) Cause No. DC-13-10151; Healthspace Regions Lancaster, LLC v. City of Lancaster in the 191st Judicial District Court of Dallas County.
- 13. Reconvene into open session. Consider and take appropriate action(s), if any, on closed/executive session matters.

ADJOURNMENT

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

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

Certificate

I hereby certify the above Notice of Meeting was posted at the Lancaster City Hall on June 6, 2014 @ 3:15 p.m. and copies thereof were provided to the Mayor, Mayor Pro-Tempore, Deputy Mayor Pro-Tempore and Council members.



Sorangel O. Arenas
City Secretary

LANCASTER CITY COUNCIL

Agenda Communication

June 9, 2014

Item 1

Consider approval of minutes from the City Council Regular Meeting held May 19, 2014.

Background

Attached for your review and consideration are minutes from the:

- City Council Regular Meeting held May 19, 2014

Submitted by:

Sorangel O. Arenas, City Secretary

MINUTES

LANCASTER CITY COUNCIL MEETING OF MAY 19, 2014

The City Council of the City of Lancaster, Texas, met in Special session in the Council Chambers of City Hall on May 19, 2014 at 7:00 p.m. with a quorum present to-wit:

Councilmembers Present:

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

City Staff Present:

Opal Mauldin Robertson, City Manager
Rona Stringfellow, Assistant City Manager
Cynthia Pearson, Finance Director
Baron Sauls, Assistant Finance Director
Dori Lee, Human Resources Director
Thomas Griffith, Fire Chief
Cheryl Wilson, Police Chief
Jim Brewer, Director Public Works
Angie Arenas, City Secretary
Larissa Villanueva, Assistant City Secretary
Austin James, Lead Community Relations Assistant

Call to Order:

Mayor Knight called the meeting to order at 7:00 p.m. on May 19, 2014.

Invocation:

Mayor Knight gave the invocation.

Pledge of Allegiance:

Councilmember Marco Mejia led the pledge of allegiance.

Proclamation:

Mayor Knight read a proclamation acknowledging Public Works Awareness Week, May 18- May 24, 2014, which provides an opportunity for citizens and civic organizations to acquaint themselves with the issues involved in providing public works; and to recognize the contributions which public officials make every day to health, safety, comfort, and quality of life.

Citizens Comments:

Austin James, 211 N. Henry Street, shared information on the upcoming Police Memorial Observance Ceremony in honor of National Law Enforcement Week on May 22, 2014 at the Lancaster Public Safety Building.

Mr. James also shared that the City of Lancaster will be participating in the Best Southwest Relay for Life event May 30, 2014 at DeSoto High School Eagle Stadium.

Consent Agenda:

City Secretary Arenas read the consent agenda.

- C1. Consider approval of minutes from the City Council Regular Meeting held March 31, 2014.**
- C2. Consider approval of minutes from the City Council Regular Meeting held April 28, 2014.**
- C3. Resolution of the City Council of the City of Lancaster, Texas, denying the rate increase requested by Atmos Energy Corp., MID-TEX Division under the Company's 2014 annual rate review mechanism filing in all cities exercising original jurisdiction; authorizing the City's participation with Atmos Cities Steering Committee (ACSC) in any appeal filed at the Railroad Commission of Texas by the Company; Requiring the company to reimburse cities' reasonable ratemaking expenses in any such appeal to the Railroad Commission.**

MOTION: Deputy Mayor Pro Tem Morris made a motion, seconded by Councilmember Strain-Burk, to approve consent items as presented. The vote was cast 7 for, 0 against.

- 4. Consider a resolution canvassing the returns and declaring the results of the General Election for City Officers held on May 10, 2014.**

Considera una resolucion de escrutino de los devoluciones y la declaracion de los resultados de las elecciones generales para los oficiales de la ciudad celebradas el 10 de mayo de 2014.

City Secretary Angie Arenas read Resolution 2014-05-39 canvassing the returns and declaring the results of the General Election for City Officers held on May 10, 2014 as follows:

RESOLUTION NO. 2014-05-39

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, CANVASSING THE RETURNS AND DECLARING THE RESULTS OF THE GENERAL ELECTION FOR THE OFFICE OF COUNCILMEMBER DISTRICT 2 HELD ON MAY 10, 2014.

GENERAL ELECTION

Lancaster, Texas

May 10, 2014

CANVASS OF RETURNS AND DECLARATION OF RESULTS OF ELECTION

BE IT REMEMBERED THAT on this the 19th day of May 2014, at a meeting of the City Council of the City of Lancaster, Texas, a quorum being present, the meeting was called to order and the following business was transacted.

Upon motion it was unanimously ordered that the City Council consider the official returns of a General Election held in the City on May 10, 2014, for the election of Councilmember for District 2 for a three-year term.

WHEREUPON said official returns were opened, examined, canvassed and the results declared as follows:

CANVASS OF RETURNS AND DECLARATION OF RESULTS

WHEREAS, heretofore, the City Council of the City of Lancaster, Texas, called a General Election to be held in the City on May 10, 2014, to elect a Councilmember for District 2 for a three-year term; and

WHEREAS, immediately after said election the Presiding Judge and other officials holding said election made their returns of the results thereof to the City Council as follows, and said returns being made according to law, and duly authenticated, and it being shown that written notice of said election was posted for the time and in the manner provided by law, and all other proceedings pertaining to said election having been shown to have been done and performed at and within the manner provided by law, and all papers pertaining thereto having been returned and filed with the City Council and no protest or objection being made to or regarding any matter pertaining to said election.

WHEREAS, on March 10, 2014, City Council approved Resolution No. 2014-03-18 which declared the unopposed candidates in District 4 (James Daniels) and District 6 (Nina Morris) to be elected to said office.

NOW, THEREFORE, be it resolved by the City Council of the City of Lancaster, Texas, after examining said returns and opening and canvassing the votes of said election, that the results of said election are as follows:

That the following number of votes was cast for the following named candidates for the office of Councilmember, District 2, to-wit:

	EARLY VOTING	ELECTION DAY	BY MAIL	PROVISIONAL VOTING	TOTAL VOTES	%
Lou Samuels	26	4	3	0	33	18.64%
Chaz Z. Rodgers	23	16	1	0	40	22.60%
Stanley M. Jaglowski	71	27	6	0	104	58.76%

It appearing that Stanley M. Jaglowski received a majority of all votes cast for the office of Councilmember, District 2, Stanley M. Jaglowski is hereby declared to be elected to the office of Councilmember, District 2, to serve a three-year term after qualifying.

IT IS FURTHER ORDERED that this canvass and declaration of results of said election be entered in the Minutes of the City Council.

This Resolution, declaring the results of the general election, shall become effective immediately after its passage.

DULY PASSED by the City Council of the City of Lancaster, Texas, on this the 19th day of May 2014.

MOTION: Deputy Mayor Pro Tem Morris made a motion, seconded by Mayor Pro Tem Daniels, to approve Resolution 2014-05-39 canvassing the returns and declaring the results of the General Election as read by the City Secretary. The vote was cast 7 for, 0 against.

5. Administer oaths of office; present Certificates of Election; and seat newly elected councilmembers.

City Secretary Arenas administered the Oath of Office for Stanley M. Jaglowski. Judge Thomas G. Jones administered the Oath of Office for James Daniels. Carolyn Ann Morris administered the Oath of Office for Nina Morris. Certificates of Election were presented. Re-elected councilmembers were seated: Councilmember Stanley Jaglowski, District 2; Mayor Pro Tem James Daniels, District 4; and Deputy Mayor Pro Tem Nina Harris, District 6.

Mayor Pro Tem Daniels gave thanks to God, his wife and District 4 voters for the opportunity to serve again. He expressed his gratitude in being able to serve with City Council and the citizen faithfully.

Ms. Carolyn Morris expressed her appreciation to Deputy Mayor Pro Tem Morris in her work with City Council and in the community. Deputy Mayor Pro Tem Morris thanked the constituents of District 6 and expressed her appreciation for the community who believed in her and supported her in the time she has served on City Council. Deputy Mayor Pro Tem Morris shared that it was a privilege, not a right, to serve on the City Council and expressed her thanks to City Council for their trust and support in her.

Councilmember Jaglowski thanked District 2 and stated that he looked forward to with City Council again and is proud to be able to serve with them as well as city staff. Councilmember Jaglowski thanked his wife Stacy for her support.

6. Consider election of a Mayor Pro Tempore.

Councilmember Mejia nominated Deputy Mayor Pro Tem Daniels. A roll call vote was cast 7 for Deputy Mayor Pro Tem Daniels to serve as Mayor Pro Tem. Daniels will serve as the Mayor Pro Tempore.

7. Consider election of a Deputy Mayor Pro Tempore.

Councilmember Mejia nominated Councilmember Harris. Councilmember Strain-Burk nominated Deputy Mayor Pro Tem Morris. A roll call vote was cast 4 for Councilmember Harris to serve as Deputy Mayor Pro Tem and 3 [Strain-Burk, Jaglowski, Morris] for Deputy Mayor Pro Tem Morris to serve. Harris will serve as the Deputy Mayor Pro Tempore.

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

The meeting was adjourned at 7:28 p.m.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

LANCASTER CITY COUNCIL

Agenda Communication

June 9, 2014

Item 2

Consider a resolution approving the terms and conditions of an Interlocal Agreement by and between the City of Seagoville, Texas, and the City of Lancaster for the cooperative purchase of goods and services.

This request supports the City Council 2013-2014 Policy Agenda.

Goal: Financially Sound City Government

Background

An Interlocal Agreement allows staff to utilize other agencies' formally bid contracts. Each entity's formal bid process meets the requirements set forth in the state statutes, including advertising, M/WBE participation, reference checks, and verification of insurance and bonding, if required by specification.

An Interlocal Agreement with the City of Seagoville will allow for purchasing items in a cost effective and expeditious manner. Each product or service has been bid and awarded based on Texas statutes.

Considerations

- **Operational** – Use of cooperative contracts allows Purchasing to meet the needs of the City departments on a timely basis through the use of contracts that are in place. These contracts save time associated with issuing bids or in obtaining quotes. Additionally, savings is achieved through aggregate volumes either through joint bidding opportunities or by addressing the cooperative language within the specifications to the vendors.
- **Legal** – The use of cooperative agreements is in accordance with Section 791.001 of the Texas Government Code and 271.101 of the Texas Local Government Code. The City of Seagoville has approved the Interlocal Agreement. The agreement and resolution has been reviewed and approved as to form by the City Attorney.
- **Financial** – The use of cooperative bids through Interlocal Agreements provides a savings to the City, both in funding and time by allowing staff to use contracts that have already been bid by another entity.
- **Public Information** – This item is being considered at a regular meeting of the City Council posted 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 approving the resolution as submitted.

Attachments

- Resolution
 - Interlocal Agreement
-

Submitted by:

Dawn Berry, Purchasing Agent

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF SEAGOVILLE AND THE CITY OF LANCASTER FOR THE COOPERATIVE PURCHASE OF GOODS AND SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; DESIGNATING THE CITY MANAGER OR DESIGNEE AS THE OFFICIAL REPRESENTATIVE; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lancaster, Texas, pursuant to the authority granted under Section 791 of the Texas Government Code and Section 271 of the Texas Local Government Code, desires to participate in the cooperative agreement; and

WHEREAS, the City Council of the City of Lancaster, Texas, is of the opinion that participation in the agreement will be highly beneficial to the taxpayers through the efficiencies and potential savings to be realized;

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

SECTION 1. That the terms and conditions of the Interlocal Agreement, attached hereto and incorporated herein by reference as Exhibit "A", having been reviewed by the City Council of the City of Lancaster and found to be acceptable and in the best interests of the City of Lancaster and its citizens are hereby in all things approved.

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

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

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

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

DULY PASSED AND APPROVED by the City Council of the City of Lancaster, Texas, on this the 9th day of June, 2014.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

**MASTER INTERLOCAL COOPERATIVE PURCHASING AGREEMENT
BETWEEN THE CITY OF SEAGOVILLE
AND CITY OF LANCASTER**

WHEREAS, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, and Chapter 271.102 of the Texas Local Government Code authorize all local governments to contract with each other to perform governmental functions or services including administrative functions normally associated with the operation of government such as purchasing of necessary equipment, supplies and services;

WHEREAS, The City of Seagoville and City of Lancaster desire to enter into this Agreement for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, programs and services;

WHEREAS, The City of Seagoville and City of Lancaster represent that each are independently authorized to perform the functions or services contemplated by this Agreement;

WHEREAS, it is deemed in the best interest of all participating governments that said governments do enter into a mutually satisfactory agreement for the purchase of necessary equipment, supplies, and services;

WHEREAS, the participating governments are of the opinion that cooperation in the purchasing of equipment, supplies, services and auctions will be beneficial to the taxpayers of the governments through the efficiencies and potential savings to be realized; and

WHEREAS, each party has sufficient resources to perform the functions contemplated by this Agreement;

NOW THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions contained herein, promise and agree as to each of the other as follows:

1. The City of Seagoville and City of Lancaster are authorized to participate in each other's current and/or future contracts for goods and services. Said contracts shall have been established in accordance with all appropriate procedures governing competitive bids and competitive proposals, if required.
2. The City of Seagoville and City of Lancaster agree that the ordering of goods and services is the responsibility of the local government seeking to obtain such goods and services under the established contract, and that participating government shall deal directly with the vendor in obtaining the goods and services and payment therefore. The participating government shall be liable to the vendor only for goods and services ordered and received by it, and shall not, by the execution of this Agreement, assume any additional liability. Neither the City of Seagoville nor City of Lancaster warrant, or is responsible for, the quality or delivery of goods or services from the vendor under contract. Should

a dispute arise between a participating government and a vendor, the same shall be handled by and between that participating government and the vendor.

3. Each government shall pay invoices directly to the providers of goods and services that are invoiced and delivered directly to each respective government.
4. Participation of either government in any cooperative purchasing activity is strictly voluntary. Nothing in this Agreement shall prevent either governments from purchasing and/or accepting and awarding bids, proposals and contracts subject to this Agreement on its own behalf.
5. Each government shall ensure that all applicable laws and ordinances have been satisfied.
6. **Effective Date and Term.** This Agreement shall be effective when signed by the last party who's signing makes the Agreement fully executed and will remain in full force and effect indefinitely. Any party may modify or terminate this Agreement as provided in Paragraph(s) 7 or 8.
7. **Modification.** The terms and conditions of this Agreement may be modified upon the mutual consent of all parties. Mutual consent will be demonstrated by approval of the governing body of each party hereto. No modification to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of all parties.
8. **Termination.** This Agreement may be terminated at any time by the City of Seagoville or City of Lancaster, with or without cause, upon thirty (30) days written notice to the other party in accordance with Paragraph 11 herein.
9. **Hold Harmless.** To the extent allowed by law, the City of Seagoville and City of Lancaster agree to hold each other harmless from and against any and all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs and attorney's fees, for injury or death of any person, for damage to any property, or for any breach of contract, arising out of or in connection with the work done under this Agreement.
10. **Invalidity.** If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.
11. **Written Notice.** Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person, sent by email, by fax with

successful send confirmation, or by certified mail to the last business address as listed herein.

City of Seagoville:

City of Seagoville
Attn: City Secretary
702 N. Highway 175
Seagoville, Texas 75159
Phone (972) 287-6819
dcrabtree@seagoville.us

City of Lancaster:

City of Lancaster
PO Box 940
Lancaster, TX 75146
972-218-1329
purchasing@lancaster-tx.com

12. **Entire Agreement.** It is understood that this Agreement contains the entire agreement between the parties and supercedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.
13. **Amendment.** No Amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.
14. **Texas Law.** This Agreement has been made under and shall be governed by the laws of the State of Texas.
15. **Place of Performance.** Performance and all matters related thereto shall be in the County of the government originating the bid. This shall be Dallas County, Texas, United States of America for City of Lancaster and shall be Dallas County, Texas, United States of America for the City of Seagoville.
16. **Authority to Enter Contract.** Each party has the full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective Government.
17. **Waiver.** Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in anyway affect the validity of this Agreement, any part hereof, or the right of either party

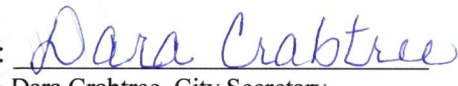
thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

18. **Agreement Read.** The parties acknowledge that they understand and intend to be bound by the terms and conditions of this Agreement.
19. **Multiple Originals.** It is understood and agreed that this Agreement may be executed in a number of identical copies, each of which shall be deemed an original for all purposes.

CITY OF SEAGOVILLE

BY: 
Larry Graves, City Manager

DATE: 4-21-14

ATTEST: 
Dara Crabtree, City Secretary

APPROVED AS TO FORM:

Robert Hager, City Attorney

CITY OF LANCASTER

BY: _____
Opal Mauldin Robertson, City Manager

DATE: _____

ATTEST: _____

Sorangel O. Arenas, City Secretary

LANCASTER CITY COUNCIL

Agenda Communication

June 9, 2014

Item 3

Consider a resolution authorizing an agreement with Automatic Data Processing (ADP) for the procurement of services for payroll processing through an interlocal agreement with The Cooperative Purchasing Network (TCPN); and providing an effective date.

This request supports the City Council 2013-2014 Policy Agenda.

Goal: Financially Sound City Government

Background

The City utilizes ADP products for processing human resources information services, applicant background screening services and time keeping services. ADP is one of the largest providers of business processing and cloud-based solutions – including payroll, talent management, human resource management, benefits administration and time and attendance. ADP serves about 620,000 organizations in more than 125 countries, including 425,000 small-business clients and 26,000 vehicle dealerships. Over 80 percent of FORTUNE 500® companies and more than 90 FORTUNE 100 companies use at least one of ADP's services.

This update will integrate all timekeeping and payroll processes into a single module.

Considerations

- **Operational** – Human Resources currently utilizes multiple systems for processing payroll, timekeeping and benefits. The goal is to integrate all human resources software to allow managers and employees to take full advantage of the products and services provided by ADP payroll processing.

Upgrades include use of a smart phone app to access pay stubs and benefit balances, managers will have real time access to benefit balances which will improve efficiencies for ensuring coverage. Also included is electronic document storage that would allow employee files to move from paper form to electronic format. These are just a few of the many new features available by integrating all of the human resources software systems together.

- **Financial** –These upgrades will cost \$49,176; bringing the total cost of the comprehensive human resources software through ADP to \$80,103 which includes benefit enrollment directly with the carriers, online application processing, electronic

personnel transactions, time off requests, payroll, time keeping, advanced reporting features, W2's, quarterly tax reporting and health care reform compliance. These funds are in the current (FY 2013/2014) budget.

- **Legal** – TCPN contract # R5159 was processed in accordance with all local and state purchasing statutes by The Cooperative Purchasing Network. The City maintains an executed interlocal agreement with TCPN. Texas law authorizes cooperative agreements to help save time in specification development and duplication of the bid process.
- **Public Information** – This item is being considered at a regular meeting of the City Council noticed in compliance with the Texas Open Meetings Act.

Recommendation

Staff recommends approval of the resolution as presented.

Attachments

- Resolution
 - Agreement
 - ADP Payroll Quote
 - General Description of ADP services
-

Submitted by:

Dori Lee, Civil Service/Human Resources Director

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, AUTHORIZING THE CITY OF LANCASTER TO ENTER INTO AGREEMENTS AND/OR CONTRACTS WITH ADP FOR PAYROLL PROCESSING; AUTHORIZING EXECUTION OF ANY NECESSARY CONTRACTS AND DOCUMENTS PURSUANT TO THIS RESOLUTION BY THE CITY MANAGER; REPEALING ALL RESOLUTIONS IN CONFLICTS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lancaster provides payroll processing for employees; and

WHEREAS, TCPN contract # R5159 was processed in accordance with all local and state purchasing statutes by The Cooperative Purchasing Network, and

WHEREAS, the City of Lancaster desires to contract with ADP under TCPN contract #R5159 to provide payroll processing.

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

SECTION 1. The City Council authorizes the City Manager to execute any necessary contracts and documents in conformance with this resolution, after approval as to form by the City Attorney.

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

SECTION 3. Should any part of this Resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

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

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 9th day of June 2014.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

MAJOR ACCOUNTS AGREEMENT

This Major Accounts Agreement (“**Agreement**”) dated _____ (the “**Effective Date**”), is by and between _____ with offices at _____ (“**Client**”) and

ADP, Inc. with its principal office at One ADP Boulevard, Roseland, New Jersey 07068 (“**ADP**”) for the procurement of Services (defined in Section 1A) from ADP in accordance with this Agreement. All references herein to “Client” shall refer to Client and its affiliates receiving the Services and ADP Products (defined in section 1A) pursuant hereto. For purposes of this Agreement “**affiliate**” shall mean any individual, corporation or partnership or any other entity or organization (a “**person**”) that controls, is controlled by or is under common control with Client. For purposes of the preceding definition, “control” shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, whether through ownership of voting securities or by contract or otherwise.

1. GENERAL TERMS

A. Services. ADP shall provide payroll, tax filing, time and attendance, human resources (“**HR**”), self-service benefits administration, talent and other data processing services, including related web hosting services (the “**Services**”), equipment, computer programs, software (other than pre-packaged third-party software), and documentation (the “**ADP Products**”) all as further detailed in the description of services found at www.productdescription.majoraccounts.adp.com (which may be modified from time to time) and in accordance with sales order(s) between Client and ADP (the “**Sales Order(s)**”). A mandatory credit check will be performed prior to the provision of any Payment Services (as defined in Section 8.B). The ADP Products and Services are hosted in the United States and are for use in the United States only unless otherwise permitted under this Agreement or ADP otherwise consents in writing. Client acknowledges and agrees that ADP will not be deemed to be providing legal, financial, benefits, or tax advice to Client as a result of the ADP Products and Services provided herein.

B. Accuracy of Client Information, Review of Data. All Services provided hereunder will be based upon information provided to ADP by Client (including proof of federal, state, and local tax identification numbers). Upon receipt from ADP, whether electronically or otherwise, Client will promptly review all disbursement records and other reports prepared by ADP for validity and accuracy according to Client’s records and Client agrees that it will promptly notify ADP of any discrepancies (in any case before distributing any paychecks or relying on any such disbursement records or reports). To help prevent employee fraud, ADP recommends that Client has someone other than its designated payroll contact, promptly and thoroughly review Client’s disbursement reports to enable Client to spot and correct errors and inconsistencies.

C. Protection of Client Files. ADP maintains appropriate security measures to protect the personal information of Client’s employees and payees consistent with applicable state and federal laws including the Massachusetts Standards for The Protection of Personal Information of Residents of the Commonwealth (201 CMR 17.00). Additionally, ADP will employ commercially reasonable storage (including backup, archive and redundant data storage, on-site and off-site) and reasonable precautions to prevent loss of or alteration to Client’s data files and/or Client Content (defined in Section 1H) in ADP’s possession, but ADP does not undertake to guarantee against any such loss or alteration. ADP is not, and will not be, Client’s official record keeper. Accordingly, Client will, to the extent it deems necessary, keep copies of all source documents containing the information delivered to ADP (including printouts or electronic copies of Client Content input into any ADP Internet Services (defined in Section 1H)).

D. Use of ADP Products and Services. ADP Products and Services include confidential and proprietary information. Client shall use the ADP Products and Services only for its internal business purposes. Client shall not provide, directly or indirectly, any of the ADP Products or Services or any portion thereof to any other party. Client shall not provide service bureau or other data processing services that make use of the ADP Products or Services or any part thereof without the express written consent of ADP. Client represents that it has verified the identity of each of its employees to whom it will make payments using ADP Products or Services through appropriate documentation provided by such employee (e.g., I-9 documentation). Client shall be responsible for ensuring that its employees, plan participants and any other persons authorized by Client to access or use the Services comply with all the terms of this Agreement.

E. Compliance with Laws. Client shall not use or access the ADP Products and Services in any way that violates any applicable international, federal, state or local laws and/or regulations. Client acknowledges that the ADP Products and Services are designed to assist Client in complying with applicable U.S. laws and U.S. governmental regulations, but that Client, and not ADP, shall be solely responsible for (i) compliance with all laws and governmental regulations affecting its business, and (ii) any use Client may make of the ADP Products and/or Services (including any reports and worksheets produced in connection therewith) to assist it in complying with such laws and governmental regulations. Further, Client is responsible for complying with all applicable data protection laws and represents that it has obtained any employee consents necessary (or otherwise have complied with applicable law) to transmit the information to ADP. Client will not rely solely on its use of the ADP Products and/or Services in complying with any laws and governmental regulations (including but not limited to any applicable Office of Foreign Assets Control (“**OFAC**”) screening requirement). ADP will be responsible for complying with all applicable laws or governmental regulations affecting its business generally. Each party will be responsible for complying with all requirements of applicable law or regulation regarding security breaches and suspected security breaches involving personal information stored on the computer systems of such party or its subcontractors. Payment Services are subject to the operating rules of the National Automated Clearing House Association (“**NACHA**”). ADP and Client each agree to comply with the NACHA rules applicable to it with respect to Payment Services.

F. License Rights. The right to use the ADP Products is granted to Client for the sole purpose of utilizing the Services as provided herein. Any license or right to access the ADP Products shall automatically terminate upon ADP ceasing to provide Client with related Services; provided, however, that Client shall be entitled to retain any time collection equipment that has been purchased and paid for in full by Client.

G. Online Access. Certain ADP Products or Services may be accessed by Client and its authorized employees and plan participants through the Internet at a website provided by ADP or on behalf of ADP, including those hosted by ADP on behalf of Client (a “**Site**”). In addition, Client acknowledges that security of transmissions over the Internet cannot be guaranteed. ADP is not responsible for (i) Client’s access to the Internet, (ii) interception or interruptions of communications through the Internet, or (iii) changes or losses of data through the Internet, in each case other than to the extent caused solely by ADP. In order to protect Client’s data, ADP may suspend Client’s, Client’s employees’, or plan participants’ use of the ADP Products or Services via the Internet immediately, without prior notice, pending an investigation, if any breach of security is suspected.

H. Client Content. “**Client Content**” shall mean (i) payroll, benefits, human resources and similar information provided by Client or its employees or plan participants, including transactional information, (ii) all Client information stored on ADP cloud storage service, as well as (iii) Client’s trademarks, trade names, service marks, logos and designs provided by Client, (the “**Authorized Marks**”); which ADP includes, either directly as part of its setup services or through Client or any of its employees or plan participants, in any web-based ADP Product, including ADP Workforce Now® (collectively “**ADP Internet Services**”). Client shall be solely responsible for obtaining all required rights and licenses to use and display the Client Content and for updating and maintaining the completeness and accuracy of all Client Content. Client grants ADP a right to use the Client Content for the sole purpose of performing the Services for Client. Notwithstanding, ADP may use the Client’s and its employees’ and participants’ information for purposes other than the performance of the Services but only in an aggregated, anonymized form, such that neither Client nor its employees or participants may be identified, and Client will have no ownership interest in such aggregated, anonymized data. In the event that ADP makes available branding of any materials, cards and/or websites associated with the ADP Products or Services and Client requests such branding, Client grants ADP, the card issuers and any third-party service providers designated by ADP the right to display Authorized Marks, subject to Client’s right to review and approve the copy prior to the use of such Authorized Marks. This authorization shall cover the term of this Agreement and, if Client is receiving ALINE Card services, any period of ongoing use of the cards by employees after termination of this Agreement.

I. ADP Content. ADP Workforce Now is ADP’s web-based portal which provides a single point of access to ADP online solutions and employee-facing websites and resources related to payroll, HR, benefits, talent, and time and attendance. Client understands that ADP may include informational content, forms and tools, as well as banner advertisements for ADP and/or third-party products and services, on the client self-administration portion of ADP Workforce Now as well as the employee self-service portion of ADP Workforce Now. Client may choose to suppress banner advertisements through such client self-administration portion, that ADP has posted to ADP Workforce Now, which represent offers or promotions from ADP or ADP partners. The availability and use of such content, forms and tools and banner advertisements shall be subject to the online terms (the “**Online Terms**”). Client’s business dealings with any third-party advertiser found on ADP Workforce Now are solely between Client and such advertiser and ADP shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on ADP Workforce Now. ADP shall have no liability to Client for any third-party software that may be accessed by Client via the ADP Internet Services.

J. Self-Service. Client acknowledges that certain of the Services allow Client’s employees or participants to input information into the self-service portions of the Services. ADP shall have no responsibility to verify, nor does ADP review the accuracy or completeness of the information provided by Client’s employees or participants to ADP using any self-service portion of the Services. ADP shall be entitled to rely upon such information in the performance of the Services under the Agreement as if such information was provided to ADP by the Client directly. While the Services’ self-service features permit employees or participants to elect to receive pay statements and tax forms electronically, it remains the responsibility of Client to ensure that employees or participants receive pay statements and tax forms as required by law.

K. No Transfer, Modification, etc. Client shall not assign, loan, sublicense, alter, modify, adapt (or cause to be altered, modified or adapted), reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, all or any portion of the ADP Internet Services or any access or use thereof. Client will not write or modify interfaces or reports to any ADP Internet Service except as expressly authorized by ADP. CLIENT WILL NOT RECOMPILE, DISASSEMBLE, REVERSE ENGINEER, OR MAKE OR DISTRIBUTE ANY OTHER FORM OF, OR ANY DERIVATIVE WORK FROM ADP WORKFORCE NOW.

L. Password Protection. Client agrees to maintain the privacy of usernames and passwords associated with ADP Internet Services. Client is fully responsible for all activities that occur under Client’s password or Internet account. Client agrees to (i) immediately notify ADP of any unauthorized use of Client’s password or Internet account or any other breach of security, and (ii) ensure that Client exits from Client’s Internet account at the end of each session. ADP shall not be liable for any damages incurred by Client or any third party arising from Client’s failure to comply with this section.

M. Links to Third-Party Sites. The Site(s) may contain links to other Internet sites. Links to and from a Site to other third-party sites do not constitute an endorsement by ADP or any of its subsidiaries or affiliates of such third-party sites or the acceptance of responsibility for the content on such sites.

N. Transmission of Data. In the event that Client elects to use an application programming interface (“API”) to provide, or requests that ADP provide any Client Content or employee or plan participant information to any third party or to any non-U.S. Client location, Client represents that it has acquired any consents or provided any notices required to transfer such content or information and that such transfer does not violate any applicable international, federal, state or local laws and/or regulations. Additionally, ADP shall not be responsible for any services or data provided by any such third party.

2. FEES, PAYMENTS, AND TAXES

A. Fees. Client shall pay ADP for the ADP Products and Services at the rates specified in the Sales Order (assuming no changes in requirements, specifications, volumes or quantities) for the first six (6) months after the Effective Date, or if there is a Price Agreement, for the term set forth therein (the “**Initial Period**”). Client shall pay ADP for the ADP Products and Services added by Client after the Effective Date at ADP’s then prevailing prices for such ADP Products and Services. ADP may increase prices for the ADP Products and Services at any time after the Initial Period upon at least thirty (30) days prior written notice to Client if such change is part of a general price change by ADP to its clients for affected items.

B. Billing. Payroll Processing services and any other ADP Products and/or Services bundled into the pricing for the Payroll Processing Services are billed immediately following Client's first payroll processing. If Client is obtaining ezLaborManager® or ADP Workforce Now Essential Time and Attendance, HR, Benefits and/or Talent Management and the pricing for such ADP Products and Services is not bundled with Client's pricing for Payroll Processing services, if any, billing for such ADP Products and Services will begin on the earlier of (i) the date that ADP Products and Services are available for use by Client in a production environment OR (ii) ninety (90) days from the Effective Date. Client will pay all invoices in full within thirty (30) days of the invoice date. Client shall reimburse ADP for any expenses incurred, including interest and reasonable attorney fees, in collecting amounts due ADP hereunder that are not under good faith dispute by Client.

C. Taxes. Client shall be responsible for payment of all taxes (excluding those on ADP's net income) relating to the provision of ADP Products and Services, except to the extent a valid tax exemption certificate or other written documentation acceptable to ADP to evidence Client's tax exemption status is provided by Client to ADP prior to the delivery of Services.

D. Important Tax Information (IRS Disclosure). Notwithstanding Client's engagement of ADP to provide ADP Tax Services, Client is responsible for the timely filing of payroll tax returns and the timely payment of payroll taxes for its employees. The Internal Revenue Service recommends that employers enroll in the U.S. Treasury Department's Electronic Federal Tax Payment System (EFTPS) to monitor their accounts and ensure that timely tax payments are being made for them. Online enrollment in EFTPS is available at www.eftps.gov; an enrollment form may also be obtained by calling (800) 555-4477. State tax authorities generally offer similar means to verify tax payments. Client may contact appropriate state offices directly for details.

3. DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ALL EQUIPMENT PROVIDED BY ADP OR ITS SUPPLIERS IS PROVIDED "AS IS" AND ADP AND ITS LICENSORS EXPRESSLY DISCLAIM ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS, VIRUSES OR ANY OTHER MALICIOUS CODE WITH RESPECT TO THE SERVICES, THE ADP PRODUCTS, ANY CUSTOM PROGRAMS CREATED BY ADP OR ANY THIRD-PARTY SOFTWARE DELIVERED BY ADP. ADP AND ITS LICENSORS FURTHER DISCLAIM ANY WARRANTY THAT THE RESULTS OBTAINED THROUGH THE USE OF THE SERVICES, THE ADP PRODUCTS, ANY CUSTOM PROGRAMS CREATED BY ADP OR ANY THIRD-PARTY SOFTWARE DELIVERED BY ADP WILL MEET CLIENT'S NEEDS.

4. INTELLECTUAL PROPERTY

A. Ownership and Proprietary Rights. All ADP Products licensed to Client hereunder are the licensed and/or owned property of and embody the proprietary trade secret technology of ADP and/or its licensor(s) and are protected by copyright laws, international copyright treaties, as well as other intellectual property laws, that among other things, prohibit the unauthorized use and copying of any ADP Products. Client receives no rights to any ADP Products or any intellectual property of ADP or its licensors, except as expressly stated herein.

B. ADP Indemnity. Subject to the remainder of this Section 4B, ADP shall defend Client in any suit or cause of action, and indemnify and hold Client harmless against any damages payable to any third party in any such suit or cause of action, alleging that the ADP Products as used in accordance with this Agreement infringe any U.S. patent, copyright, trade secret or other proprietary right of any third party. The foregoing obligations of ADP are subject to the following requirements: Client shall take all reasonable steps to mitigate any potential damages which may result; Client shall promptly notify ADP of any and all such suits and causes of action; ADP controls any negotiations or defense of such suits and causes of action; and Client assists as reasonably required by ADP. The foregoing obligations of ADP do not apply to the extent that the infringing ADP Product or portions or components thereof or modifications thereto were not supplied or directed by ADP, or were combined with other products, processes or materials not supplied or directed by ADP (where the alleged infringements relates to such combination).

5. NONDISCLOSURE

All Confidential Information (defined below) disclosed hereunder will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose the Confidential Information of the disclosing party and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information, but in no case less than reasonable care. The receiving party will limit access to Confidential Information to its affiliates, employees and authorized representatives with a need to know and will instruct them to keep such information confidential. Notwithstanding the foregoing, the receiving party may disclose Confidential Information of the disclosing party (a) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, (b) as appropriate and with prior notice where practicable, to respond to any summons or subpoena or in connection with any litigation, (c) relating to a specific employee, to the extent such employee has consented to its release, and (d) in order to provide the Services under this Agreement. Upon the request of the disclosing party, the receiving party will return or destroy all Confidential Information of the disclosing party that is in its possession. Notwithstanding the foregoing, ADP may retain information for regulatory purposes or in back-up files, provided that ADP's confidentiality obligations hereunder continue to apply. For purposes of this Section, "Confidential Information" shall mean: all information of a confidential or proprietary nature, including pricing and pricing related information and all personally identifiable payroll and employee-level data, provided by the disclosing party to the receiving party for use in connection with ADP Products or Services, or both, but does not include (i) information that is already known by the receiving party, (ii) information that becomes generally available to the public other than as a result of disclosure by the receiving party in violation of this Agreement, and (iii) information that becomes known to the receiving party from a source other than the disclosing party on a non-confidential basis. The obligations of ADP set forth in this Section 5 shall not apply to any suggestions and feedback for product or service improvement, correction, or modification provided by Client in connection with any present or future ADP product or service, and, accordingly, neither ADP nor any of its clients or business partners shall have any obligation or liability to Client with respect to any use or disclosure of such information.

6. LIMITATION OF LIABILITY

A. Willful Acts, Errors and Omissions. ADP shall reimburse Client for actual damages incurred by Client as a direct result of the criminal or fraudulent acts or willful misconduct of ADP or any of its employees. ADP shall correct any Client report, data or tax agency filings, as the case may be, produced incorrectly as a result of an ADP error, at no charge to Client. Additionally, if as a result of an error or

omission made by ADP in performing Tax Filing Services (defined in Section 8A) hereunder, an applicable taxing authority imposes a penalty on or assesses interest against Client, ADP will (i) pay all penalties resulting from ADP's error or omission, (ii) pay any interest charges imposed on Client for the failure to pay funds to the extent and for the period that such funds were held by ADP. The preceding sentence will only apply if (x) Client permits ADP to act on Client's behalf in any communications and/or negotiations with the applicable taxing authority that is seeking to impose any such penalties or interest and (y) Client assists ADP as reasonably required by ADP. Notwithstanding the foregoing, Client will be responsible for all taxes, penalties, and interest charges not resulting from ADP's error or omission.

B. Limit on Monetary Damages. Notwithstanding anything to the contrary contained in this Agreement (other than and subject to sections 4B and 6A above), ADP's aggregate liability under this Agreement during any calendar year for damages (monetary or otherwise) under any circumstances for claims of any type or character made by Client or any third party arising from or related to ADP Products or Services, will be limited to the lesser of (i) the amount of actual damages incurred by Client or (ii) the average monthly charges for three (3) months for the affected ADP Products or Services during such calendar year. ADP will issue Client a credit(s) equal to the applicable amount and any such credit(s) will be applied against subsequent fees owed by Client.

C. No Consequential Damages. NEITHER ADP NOR CLIENT WILL BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER SIMILAR DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS OR DAMAGES FOR BUSINESS INTERRUPTION OR, LOSS OF INFORMATION) THAT THE OTHER PARTY MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES OR ADP PRODUCTS, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. TERM AND TERMINATION; DEFAULT BY CLIENT; REMEDIES UPON DEFAULT

A. Termination/Suspension. Subject to the terms of any Price Agreement, entered into by ADP and Client, ADP or Client may terminate this Agreement or any Service(s) provided hereunder without cause upon at least ninety (90) or thirty (30) days, respectively, prior written notice. Either party may also suspend performance and/or terminate this Agreement immediately upon written notice at any time if: (i) the other party is in material breach of any material warranty, term, condition or covenant of this Agreement and fails to cure that breach within thirty (30) days after written notice thereof; (ii) the other party ceases business operations; or (iii) the other party becomes insolvent, generally stops paying its debts as they become due or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the other (and not dismissed within ninety (90) days after commencement of one of the foregoing events). ADP may also suspend performance and/or terminate this Agreement immediately without prior notice in the event Client, its employee(s) or any other third party (i) includes in any ADP Internet Services any Client Content which is obscene, offensive, inappropriate, threatening, or malicious; which violates any applicable law or regulation or any contract, privacy or other third party right; or which otherwise exposes ADP to civil or criminal liability or (ii) wrongfully uses or accesses the ADP Products or any other systems of ADP used in the performance of its obligations under this Agreement. Additionally, Payment Services (defined in Section 8B) may be immediately suspended or terminated by ADP without prior notice if (i) ADP has not received timely funds from Client as required by Section 8B; (ii) a bank notifies ADP that it is no longer willing to originate debits from Client's account(s) and/or credits for Client's behalf for any reason; (iii) the authorization to debit Client's account is terminated or ADP reasonably believes that there is or has been fraudulent activity on the account; (iv) ADP reasonably determines that Client no longer meets ADP's credit/financial eligibility requirements for such Services; or (v) Client has any material adverse change in its financial condition. Without limiting the foregoing, the parties agree that Payment Services involve credit risk to ADP. As such, ADP shall not be required to provide such Payment Services if ADP reasonably determines that Client presents an undue credit risk to ADP or in the event of any other termination right. If Payment Services are not terminated despite the occurrence of any of the events described above, ADP may require Client to pay its outstanding and all future third-party payment amounts covered by Payment Services and/or ADP's fees and charges for Payment Services to ADP (x) by bank or certified check, (y) by wire transfer of immediately available funds, and/or (z) in advance of the then current schedule, as a condition to receiving further Payment Services.

B. Post-Termination. If use of any ADP Products or Services is or may be terminated by ADP pursuant to Section 7A, ADP shall be entitled to allocate any funds remitted or otherwise made available by Client to ADP in such priorities as ADP (in its sole discretion) deems appropriate (including reimbursing ADP for payments made by ADP hereunder on Client's behalf to a third party). If any ADP Products or Services are terminated by either party hereto, Client will immediately (i) become solely responsible for all of its third-party payment obligations covered by such ADP Products or Services (including, for Tax Filing Services, all related penalties and interest) then or thereafter due; (ii) reimburse ADP for all payments made by ADP hereunder on Client's behalf to any third party; and (iii) pay any and all fees and charges invoiced by ADP to Client relating to the ADP Products or Services. ADP shall not be required to provide Client access to any Client data or records upon suspension or termination of the ADP Payment Services pursuant to Section 7A by ADP, or upon termination by Client.

8. PAYROLL PROCESSING

The terms of this Section 8 shall apply only to the extent Client is receiving Payroll Processing products and services hereunder.

A. Payroll Processing and Tax Filing. ADP will process payroll for Client's employees and payees, deliver pay checks and related reports to Client, process direct deposits to those employees electing such service, remit payroll taxes on Client's behalf to those federal, state, and most local taxing jurisdictions designated by Client (not including the filing or depositing of excise, sales, use, corporate, or similar taxes), and file related tax returns (such remitting of payroll taxes and filing of related tax returns, the "Tax Filing Services"). For an additional fee, ADP will also process calendar year-end Forms W-2 for Client's employees and Forms 1099-MISC for payments to individuals that provide services to Client as independent contractors. Client shall be liable for, and shall indemnify ADP against, any loss, liability, claim, damage or exposure arising from or in connection with any fraudulent or criminal acts of Client's employees or payees.

B. Funding. If Client is receiving Payment Services (defined herein), Client shall have sufficient funds in Client's account within the deadline established by ADP to satisfy Client's third-party payment obligations in their entirety. "Payment Services" means any Services that require ADP, as part of such Services, to impound funds from Client's bank account to pay Client's third-party payment obligations (e.g., Tax Filing Services, Wage Garnishment Processing Services, ALINE Card, Full Service Direct Deposit Services and/or ADPCheck™

Services). ADP may commingle Client's impounded funds with other clients', ADP's or ADP-administered funds of a similar type. ALL AMOUNTS EARNED ON SUCH FUNDS WHILE HELD BY ADP WILL BE FOR THE SOLE ACCOUNT OF ADP.

C. Debits. Client shall be liable for debits properly initiated by ADP hereunder. Client unconditionally promises to pay to ADP the amount of any unfunded payroll file (including any debit returned to ADP because of insufficient or uncollected funds or for any other reason), plus any associated bank fees or penalties, upon demand and interest on the unfunded payroll amount at the rate of 1.5% per month (or the maximum allowed by law, if less). Also, if any debit to an employee's or other payee's account reversing or correcting a previously submitted credit(s) is returned for any reason, Client unconditionally promises to cooperate with ADP and pay the amount of such debit upon demand and interest thereon at the rate set forth in this Section 8C. Client agrees to cooperate with ADP and any other parties involved in processing any transactions hereunder to recover funds credited to any employee as a result of an error made by ADP or another party processing a transaction on behalf of ADP.

D. Full Service Direct Deposit (FSDD). Prior to the first credit to the account of any employee or other individual under FSDD services, Client shall obtain and retain a signed authorization from such employee or individual authorizing the initiation of credits to such party's account and debits of such account to recover funds credited to such account in error.

E. ADPCheck™. Client shall not distribute any ADPChecks to payees prior to the check date. If Client distributes any ADPChecks prior to the check date, ADP may impose an early cashing fee against Client. If Client desires to stop payment on any ADPCheck, Client shall provide ADP with a stop payment request in such form required by ADP. ADP shall then place a stop payment order with ADP's bank within twenty-four (24) hours of ADP's receipt of such stop payment request. Client shall not request ADP to stop payment on any ADPCheck that represents funds to which the applicable payee is rightfully entitled. Client agrees to indemnify, defend, and hold harmless ADP and its affiliates and their successors and assigns from and against any liability whatsoever for stopping payment on any ADPCheck requested by Client and from and against all actions, suits, losses, claims, damages, charges, and expenses of every nature and character, including attorney fees, in any claims or suits arising by reason of stopping payment on said check, including claims made by a "holder in due course" of such check.

9. TIME AND ATTENDANCE

The terms of this Section 9 shall apply only to the extent Client is receiving time and attendance products and services (including EZLABORMANAGER®, ENTERPRISE eTIME®, AND ETIME®) hereunder.

A. Time and Attendance Products. ADP agrees to provide Client with the data collection devices (e.g. Timeclock, HandPunch, etc.) (the "Timeclock Equipment"), time and attendance module or application, and related services (collectively, the "Time Products") described in the Sales Order. For the hosted Enterprise eTIME product only, additional license terms are available at www.adp.com/tlmlicenseterms.

B. Installation. Client shall provide and install all power, wiring and cabling required for the installation of any Timeclock Equipment. Client shall also pay an installation and setup fee for each unit of Timeclock Equipment if such equipment is installed on Client's premises by ADP.

C. Use of Timeclock Equipment and Right to Inspect. Client shall not make any alterations or attach any device not provided by ADP to the Timeclock Equipment, nor shall Client remove the Timeclock Equipment from the place of original installation without ADP's prior consent. ADP shall have the right to enter Client's premises to inspect the Timeclock Equipment during normal business hours. Title to the Timeclock Equipment shall at all times remain in ADP unless Client has chosen the purchase option and has paid ADP in full the purchase price. Except if so purchased and paid for by Client, the Timeclock Equipment is and at all times shall remain, a separate item of personal property notwithstanding its attachment to other Timeclock Equipment or real property.

D. Return of Timeclock Equipment. Upon termination or cancellation of this Agreement, Client shall, at its expense, return the Timeclock Equipment to ADP in accordance with ADP's instructions. The Timeclock Equipment shall be returned in as good condition as received by Client, normal wear and tear excepted. In the event the Timeclock Equipment is not returned within ninety (90) days, Client agrees to purchase it at the prevailing manufacturer's suggested retail price. If timely payment for the Timeclock Equipment is not made by Client, ADP shall have the right to take immediate possession of such equipment. The terms of this Section 9D shall not apply if prior to the time of such termination or cancellation Client already purchased and paid for the Timeclock Equipment in full.

E. Warranty. ADP warrants to Client that the Timeclock Equipment shall be free from defects in material and workmanship at the date such Timeclock Equipment is shipped and for ninety (90) days thereafter. ADP's sole obligation in case of any breach of any warranty contained herein shall be to repair or replace, at ADP's option, any defective items. The foregoing is the extent of ADP's liability with respect to all claims related to Timeclock Equipment, including without limitation, contract and negligence claims and shall constitute Client's sole remedy.

F. Maintenance Fees. Maintenance services for the Timeclock Equipment (set forth below in Section 9G) apply automatically to Timeclock Equipment obtained under the subscription option (and any charges therefore are already included in the monthly time and attendance subscription fees). The costs for maintenance services for Timeclock Equipment under the purchase option are not included in the purchase price for such equipment; a separate annual maintenance fee applies. Client, under the purchase option, may terminate its receipt of maintenance services by providing written notice to ADP no less than thirty (30) days prior to the end of the then current annual coverage period. ADP is not required to rebate to Client any maintenance fees relating to a current or prior coverage period. (NOTE: If Client selects the purchase option but opts not to receive (or terminates) maintenance services hereunder by executing a waiver of maintenance services, any such services provided by ADP at Client's request will be subject to ADP's then current charges for such services.) No Timeclock Equipment maintenance is done at the Client site. Client shall bear all delivery/shipping costs and all risk of loss during shipment/delivery of Timeclock Equipment relating to maintenance services.

G. Maintenance Services. ADP will maintain the Timeclock Equipment to be free from defects in material and workmanship as follows: Any parts found to be defective (except as specifically excluded below) shall be replaced or repaired, at ADP's or its designee's option, without charge for parts or labor, provided that the Timeclock Equipment has been properly installed and maintained by Client and provided that such equipment has been used in accordance with this Agreement and any online or shrink-wrap terms or license, or other accompanying documentation including, but not limited to, Client's Sales Order provided by ADP or its designee and has not been subject to abuse or tampering. The foregoing repairs and replacements may be made only by ADP or its designee, and will be made only after ADP or its designee is notified of a problem, receives delivery from Client of the Timeclock Equipment at issue and determines that it results from

defective materials or workmanship. Notwithstanding the foregoing, ADP may deliver a temporary replacement item for Client's use while such determination is being made with respect to the Timeclock Equipment in question. Repairs and replacements required as a result of any of the following shall not be included in the foregoing maintenance services and shall be charged at ADP's then current rates: (i) damage, defects, or malfunctions resulting from misuse, accident, neglect, tampering, unusual physical, or electrical stress, or causes other than normal or intended use; (ii) failure of Client to provide and maintain a suitable installation environment; (iii) any alterations made to or any devices not provided by ADP attached to the Timeclock Equipment; and (iv) malfunctions resulting from use of badges or supplies not approved by ADP.

H. Upgrades. In order to keep the Time Products current, ADP may from time to time perform maintenance fixes and other upgrades to the Time Products Client is then receiving. ADP will perform these upgrades on Client's behalf for all hosted products. For non-hosted products, Client will be required to install the upgrade provided by ADP in accordance with the written notice provided to Client.

10. HR AND BENEFITS

The terms of this Section 10 shall apply only to the extent Client is receiving HR and/or Benefits products and services hereunder.

A. Initial Setup Services. Client shall promptly deliver to ADP the Client Content required by ADP to perform initial setup services. Such information and materials shall be in an electronic file format acceptable to ADP.

B. Additional Configuration. After completion of initial setup services, any subsequent changes Client requests to the configuration of the Client Content in the HR and/or Benefits module will be charged at ADP's then current benefits maintenance fees.

C. Client Review. Upon completion of any setup services or services referenced in Section 10A above, Client shall review the Client Content included in the HR and/or Benefits module by ADP. ADP shall have no liability to Client for any errors or inaccuracies in Client Content included in such module by ADP.

D. HIPAA Business Associate Amendment. Pursuant to the federal Health Insurance Portability and Accountability Act, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act passed as part of the American Recovery and Reinvestment Act of 2009 ("ARRA"), the U.S. Department of Health and Human Services regulations entitled "Standards for Privacy of Individually Identifiable Health Information" ("Privacy Rule"), Security Standards for the Protection of Electronic Protected Health Information ("Security Rule") and the Breach Notification for Unsecured Protected Health Information ("Breach Notification Rule"), if services under the Benefits module are subject to HIPAA then such services are subject to additional terms and conditions located at <http://www.adp.com/BAA> which are incorporated herein and may be modified from time to time and as required by law.

E. ADP Carrier Connection®. If Client is receiving the Benefits products and services and elects the ADP Carrier Connection service, ADP, or its authorized agent(s), will electronically transmit employee data, including employee benefits enrollment data, to Client's carriers or other third parties authorized by Client, and Client authorizes ADP and its authorized agent(s), to provide such transmission on Client's behalf. Additionally, commencement of the Carrier Connection service is subject to Client completing the configuration setup of Client Content and the format of such transmission to the designated carriers. The terms for setup services and subsequent setup services set forth in Sections 10A and 10B above will apply to setup for the Carrier Connection service. ADP's ability to transmit Client's employee benefits enrollment data is subject to the provision by the designated carriers of a current functional interface between the benefits module and the designated carriers' systems. ADP will not be obligated to transmit Client's data to the designated carriers if at any time Client's designated carriers fail to provide the proper interface as described above. If Client requires the development of any special interfaces in order to transmit such data to the designated carriers, all work performed by ADP to create such interfaces will be at ADP's then current fees for such services. Client is responsible for promptly reviewing all records of carrier transmissions and other reports prepared by ADP for validity and accuracy according to Client's records, and Client will notify ADP of any discrepancies promptly after receipt thereof. In the event of an error or omission in the Carrier Connection services caused by ADP, ADP will correct such error or omission, provided that Client promptly advises ADP of such error or omission.

F. Use of Services. The ADP HR and Benefits products and services are hosted in the United States and are for use in the United States only except that the HR module of ADP WorkforceNow may be accessed and used by Client from the countries specified on the "Approved Country List" which may be viewed at www.productdescription.majoraccounts.adp.com (which may be modified from time to time). Clients may also utilize the HR module for storage of employee data for its employees located outside of the United States, however Client shall determine whether such storage is permitted by any applicable data privacy or other laws pursuant to Section 1.E. preceding.

11. TALENT MANAGEMENT

The terms of this Section 11 shall apply only to the extent Client is receiving Talent, Recruitment, and/or Compensation Management products and services hereunder.

A. Use of Services. The ADP Workforce Now Talent Management solution includes Talent, Recruitment and Compensation Management products and services. Client represents and warrants that it will use ADP WorkforceNow Talent, Recruitment, and/or Compensation Management products and services for its own hiring and/or HR management purposes only. Client acknowledges and agrees that ADP will not be deemed to be involved in any hiring decisions or evaluation of candidates in connection with the recruitment services, or with any compensation decisions in connection with the compensation management services. The ADP Talent Management solution is hosted in the United States and is for use in the United States only except that the Talent module of ADP WorkforceNow may be accessed and used by Client from the countries specified on the "Approved Country List" which may be viewed at www.productdescription.majoraccounts.adp.com (which may be modified from time to time).

B. Customized Content. Client understands and agrees that to the extent it chooses to customize any content or documents made available to job candidates through ADP WorkforceNow Talent and/or Recruitment, including but not limited to job descriptions, online application instructions and questions, Client is responsible for the content of any such customization. Client acknowledges that any content provided by ADP WorkforceNow Talent, Recruitment, and/or Compensation Management may not be suitable for all situations or in all locations. Client should review applicable laws in the jurisdictions in which Client operates and should consult with its own legal counsel prior to utilizing the services.

C. Sensitive Data. If Client implements the Talent, Recruitment and/or Compensation Management products and services to collect any sensitive data elements (or special categories of data), Client shall comply with any additional requirements for the processing of these data elements, and it shall be responsible for respecting all individual rights of access, correction or deletion and for responding to any individual or regulatory inquiries.

12. UNEMPLOYMENT COMPENSATION MANAGEMENT

The terms of this Section 12 shall apply only to the extent Client is receiving unemployment compensation management services hereunder.

A. UCM Services. ADP will provide the unemployment compensation management services specified in the Sales Order (collectively, the “UCM Services”) to Client in accordance with the terms of this Agreement. ADP will use commercially reasonable efforts to deliver the UCM Services within the time periods established by the relevant unemployment compensation agencies, however, ADP does not guarantee that it will meet all such time periods.

B. Provision of Information; Contesting Claims. Client will provide ADP with all information necessary for ADP to perform the UCM Services and will provide such information in accordance with the conditions, rules and regulations as may be established or specified by ADP from time to time, or as may be set forth in manuals, material, documents or instructions relating to the UCM Services furnished by ADP to Client hereunder. The information to be provided by Client to ADP hereunder includes all necessary and accurate information from which ADP is to administer the UCM Services (including, without limitation, the claimants’ names, dates, wage information and separation information, as applicable). Client will provide such information as specified in Section 12C below. Client warrants that it shall not instruct ADP to contest claims for unemployment compensation which are valid pursuant to applicable laws, regulations, and rules.

C. Transfer of Data. Client may transfer data necessary for ADP to provide the UCM Services to ADP via: (i) on-line connection between ADP and Client’s computer system, (ii) inbound data transmissions from Client to ADP and (iii) magnetic tape transfer of Client data to ADP. Client will provide the data necessary to provide the UCM Services to ADP at mutually acceptable times using mutually acceptable communications protocols. Client will promptly notify ADP of the proper method of communication with Client and will advise ADP of any changes in such method. The communication lines used by Client will comply with the standards for communication lines communicated by ADP to Client from time to time.

13. MISCELLANEOUS

A. Inducement; Entire Agreement; Modification. Client has not been induced to enter into this Agreement by any representation or warranty not set forth in this Agreement. This Agreement contains the entire agreement of the parties with respect to its subject matter and supersedes and overrides all prior agreements on the same subject matter, and shall govern all disclosures and exchanges of Confidential Information made by the parties previously hereto. This Agreement shall not be modified except by a writing signed by ADP and Client.

B. Third-Party Beneficiaries. With respect to the ADP Products and Services, ADP suppliers, vendors and referral partners may enforce the same disclaimers and limitations against Client as ADP may under Sections 3 and 6 of this Agreement. Other than ADP suppliers, vendors, and referral partners who are intended third-party beneficiaries with respect to Sections 3 and 6 of this Agreement, nothing in this Agreement creates, or will be deemed to create, third-party beneficiaries of or under this Agreement. ADP has no obligation to any third party (including Client’s employees and/or any taxing authority) by virtue of this Agreement.

C. Force Majeure. Any party hereto will be excused from performance under this Agreement for any period of time that the party is prevented from performing its obligations hereunder as a result of an act of God, war, utility or communication failures, or other cause beyond the party’s reasonable control. Both parties will use reasonable efforts to mitigate the effect of a force majeure event.

D. Non-Hire. During the term of this Agreement and for the twelve (12) months thereafter, neither Client nor the ADP regions providing the Services, shall knowingly solicit or hire for employment or as a consultant, any employee or former employee of the other party who has been actively involved in the subject matter of this Agreement.

E. Waiver. The failure of either party at any time to enforce any right or remedy available to it under this Agreement with respect to any breach or failure by the other party shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party.

F. Headings. The headings used in this Agreement are for reference only and do not define, limit, or otherwise affect the meaning of any provisions hereof.

G. Severability. If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of Client and ADP shall be construed and enforced accordingly.

H. Relationship of the Parties. The parties hereto expressly understand and agree that each party is an independent contractor in the performance of each and every part of this Agreement, is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith.

I. Governing Law. This Agreement is governed by the laws of the State of New York without giving effect to its conflict of law provisions.

J. Limitation of Claims. No action arising under or in connection with this Agreement, regardless of the form, may be brought by Client more than two (2) years after Client becomes aware of or should reasonably have become aware of the occurrence of events giving rise to the cause of action.

K. Regulatory Notice. No state or federal agency monitors or assumes any responsibility for the financial solvency of third-party tax filers.

L. Use of Agents. ADP may designate any agent or subcontractor to perform such tasks and functions to complete any services covered under this Agreement. However, nothing in the preceding sentence shall relieve ADP from responsibility for performance of its duties under the terms of this Agreement.

M. Conflicts Clause. In the event of a conflict between the terms of this Agreement and any additional terms, the terms of this Agreement shall control, unless an Addendum to this Agreement is executed simultaneously herewith or subsequently hereto, in which case the terms of such Addendum shall control.

N. Counterparts. This Agreement may be executed in one or more counterpart copies. Each counterpart copy shall constitute an agreement and all of the counterpart copies shall constitute one fully executed agreement. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

IN WITNESS WHEREOF, this Agreement is hereby executed by an authorized representative of each party hereto and shall be effective on the Effective Date set forth above.

ADP, Inc.

ADP Sales
Associate _____

Name _____
(type or print)

Title _____ **Date** _____

CLIENT

Client
Signature _____

Name _____
(type or print)

Title _____ **Date** _____



CITY OF LANCASTER
211 N Henry St Po Box 940
Lancaster, TX 75146

Today's Date: 5/21/2014
Master Order ID: N/A
Order ID: 871050
Order Type: New Client

Executive
Dori Lee
dlee@lanaster-tx.com
(972) 275-1795

ADP Sales Associate
Tamara Harrison
tamara_harrison@adp.com
(214) 678-2498

Number of Employees for Payroll Processing: 250

Processing Fees - Bi-Weekly	Units	Totals
Workforce Now™ Expanded Payroll - Base & Setup*	1	\$160.00
WFN EXP Payroll	Employee Import/Data Exchange PX	
CheckView PX	External Paydata Interface PX	
Custom Report Writer	Payroll & HR Employee & Manager Self Service	
Workforce Now™ Expanded Payroll Per Pay*	250	\$675.00
WFN EXP Payroll	iPay Statements PX	
Total Tax Plus - PX	iReports on Demand PX	
New Hire Reporting PX	Payroll Preview PX	
WGPS PX	Labor Distribution PX	
Content Management	24 Hour Service PX	
Benefit Accruals PX	Payroll Processing*	
Check Signing PX	Benefit Accrual Management Report	
Check Stuffing PX	Packaged MR	
General Ledger Interface PX	Packaged MR	
Delivery - Payroll PX	1	\$17.80
Delivery prices vary by courier and delivery location		
Workforce Now™ TotalPay	250	\$0.00
Sub Total		\$852.80
Discount (50%)*		-(\$417.50)
Sub Total Less Discount		\$435.30
Monthly Fees	Units	
Workforce Now™ Expanded Time Hosted >200*	250	\$2,362.50
Workforce Now Expanded Time Hosted >200	EeT Software	
1 Manager License for 10 ee's	Enterprise Software with Professional	
EeT Professional	Hosting Services	
Enterprise eTime Import Link*	1	\$80.00
Sub Total		\$2,442.50
Discount (20%)*		-(\$488.50)
Sub Total Less Discount		\$1,954.00
Clock Fees		
3D-04-IL InTouch Terminal - Barcode Reader - Subscription*		\$1,365.00
3D-05-IL InTouch Quickpunch - Subscription*		\$280.00
Sub Total		\$1,645.00
Discount (27%)*		-(\$444.15)



CITY OF LANCASTER

Today's Date: 5/21/2014

Order ID: 871050

Sub Total Less Discount	\$1,200.85
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One Time Fees

Implementation Fees

Workforce Now™ Expanded Payroll - Base & Setup \$1,400.00

Workforce Now™ Expanded Time Hosted >200 \$10,000.00

Enterprise eTime Import Link \$3,500.00

Sub Total \$14,900.00

Sub Total	\$14,900.00
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Year-End Fees	Per Pay	Min	
Year End W2's PX	1 and higher \$6.55 Each	\$75.00	\$1,637.50

Sub Total	\$1,637.50
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Summary

Per Check Fees \$7.57

Total Annual Fees (Total of all annual fees) \$49,176.00

Total One Time Fees (Total of all one time fees) \$14,900.00

Invoice Detail	Base	Unit Fee	Units	Min
Workforce Now™ Expanded Payroll - Base & Setup*	\$160.00			
Workforce Now™ Expanded Payroll Per Pay*		1 and higher \$2.70 Each	250	
Workforce Now™ Expanded Time Hosted >200*		1 - 999 \$9.45 Each	250	\$1,890.00
Delivery - Payroll PX		1 and higher \$17.80 Each	1	
Delivery prices vary by courier and delivery location				
Enterprise eTime Import Link*		1 and higher \$80.00 Each	1	
Workforce Now™ TotalPay				
3D-04-IL InTouch Terminal - Barcode Reader - Subscription*		1 and higher \$195.00 Each	7	
3D-05-IL InTouch Quickpunch - Subscription*		1 and higher \$40.00 Each	7	

Contact Type	Contact	Phone
Executive	Dori Lee	(972) 275-1795
Client Security Master	Dori Lee	(972) 275-1795

Client agrees to direct debit of fees for service: Yes

THE ADP SERVICES LISTED ON THIS SALES ORDER ARE PROVIDED AT THE PRICES SET FORTH ON THE ABOVE PAGES AND IN ACCORDANCE WITH ADP'S STANDARD TERMS AND CONDITIONS OF SERVICE ATTACHED TO THIS SALES ORDER. BY SIGNING BELOW YOU ARE ACKNOWLEDGING RECEIPT OF AND AGREEMENT TO SUCH TERMS AND CONDITIONS AND TO THE LISTED PRICES.

Client Signature: _____

Date

Sales Associate: _____

Date

Items with '**' have been discounted

Major Account Division, ADP, Inc.: General Description of Products and Services

ADP Workforce Now® Essential Payroll includes:

1. Payroll Processing-- web-based payroll processing service that includes calculating paycheck and tax obligations for each employee, printing and delivering checks, and providing management reports. Paychecks can be issued weekly, bi-weekly, monthly, semi-monthly, or annually. Additional payroll-related services that may carry separate fees include automatic laser check signatures, automatic check insertion into window envelopes, customized management reports and W-2 preparation.
2. Electronic Pay Statements - an Internet payroll information solution that provides employees with secure instant access to wage/salary data. Employees can access exact images of their pay and earnings statements (from the time service begins) and W-2 forms (from the time service begins).
3. Total Tax - ADP calculates and deposits payroll taxes, files payroll tax returns, and manages unemployment issues.
4. Check Signing - checks will be signed using Client's company officer's signature or an ADP officer (if using TotalPay®).
5. Check Stuffing - payroll checks and direct deposit advice of deposits will be stuffed and sealed into envelopes.
6. CheckView - review individual checks or entire pay histories online.
7. Payroll Preview - Client's receive an advance view of its payroll processing results. Client's can accept or reject the results before committing to completing the payroll processing.
8. Labor Distribution - earnings for different distributions to the same employee are combined for purposes of computing taxes and taxables. Taxes and taxables are then allocated proportionately based on the gross for each distribution.
9. Wage Garnishment Service (WGPS) - ADP calculates, prioritizes, deducts and disburses court-ordered garnishments and tracks changing legislation that can affect compliance.
10. New Hire Reporting Service - ADP automatically transmits new hire data to the appropriate state agencies and provides management reports for all filings, including concise management summaries that verify reporting status by employee.
11. Banking - Essential Payroll includes one of the following options:
 - A. Direct Deposit - a payroll feature that allows ADP to send employee payroll direct deposit information to the employee's bank provided a relationship exists between the client's bank and the ADP region.
 - B. Full Service Direct Deposit (FSDD) - a payroll feature that allows ADP, via a partner bank that functions as ADP's financial institution, to debit the client's bank account and credit the employee's bank account for the amount of the direct deposit.
 - C. TotalPay® - is a comprehensive payment solution that features Full Service Direct Deposit (FSDD), ADP CheckSM and TotalPay® Card.
 - i. ADPCheck™ - traditional paper payroll checks that are delivered stuffed, sealed, and signed by an ADP officer. Client's logo and corporate officer's signature can be added for a nominal fee. ADPChecks are drawn from an ADP account so client's bank statement reflects only one debit per net payroll instead of one for each individual paycheck.
 - ii. TotalPay® Card -paperless solution that loads payroll funds onto employee debit cards, which can be used at virtually any location that accepts Visa® debit cards.
12. DocuMax® - is an optional service available through ADP Workforce Now payroll products that provides payroll reports, W-2s, earning records, and wage and tax register on CD-ROM for an additional fee.
13. Total Tax Plus - ADP becomes the unemployment insurance address of record. ADP requests the state to send unemployment insurance claims, charges, tax rates and related information to ADP. Client will receive a summary of all claims each quarter. ADP calculates and deposits payroll taxes, files payroll tax returns and processes unemployment claims.
14. Benefit Accruals - track employee hours and earnings that the client assigned as benefits. The

can be either fixed or calculated.

- 15. Payroll Employee and Manager Self Service - allows Client's managers and employees to update direct deposit information, tax changes and personal information.
- 16. iReports - secure online tool to research payroll reports, employee checks and vouchers, management reports, W-2's and tax reports.
- 17. Custom Report Writer - an online reporting tool that can be used to create a wide range of custom reports using current and cumulative data from client's payroll, HR and Time and Attendance modules.

Workforce Now® HR

- 1. ADP's web-based, full-featured, HR solution for corporations with 50-999 employees. ADP Workforce Now HR is fully integrated with the Essential and Enhanced Payroll modules. ADP Workforce Now HR includes:

Effective Dating

HR Functionality	HR Record Keeping	Track employee HR data such as emergency contacts, illness/injury tracking, employee notes, company property, etc
	Statutory Compliance Reports	FMLA Tracking, Disability Accommodations Tracking, EEO-1, Vets-100, Vets-100A, OSHA 300, OSHA 300A, OSHA 301, I-9 Tracking
	Custom Fields	Create custom fields for any HR recording keeping which doesn't have a field in Workforce Now. Custom fields can be located on the Personal, Employment, or Dependent & Beneficiary page
	Salary Structure & Pay Grades	Client defined Salary Structures provide flexibility to setup pay grades within each structure. Pay grades provide a min, mid, and max. Employees will have a comparatio calculated based on their salary structure
	HR Compliance Library	One user account for access to HR411 which contains sample HR forms, toolkits with best practices for HR processes like performance management or terminations, and compliance updates
	Handbook/policy acknowledgement	Employees can view and electronically acknowledge company policies via self service. Practitioners can view which employees have or have not acknowledged a policy and issue reminder emails
	Organization Chart	Users can access a reports-to chart for one level up and two levels down for any employee in the company. The chart can be exported to excel or pdf and printed
	Turnover Report	Standard report that provides a view of turnover between two different points in time based on various change criteria such as Job Title, Status, or Corporate Group change

- 2. HR Library - access forms, guides, compliance updates, state and federal resources, tips and an HR dictionary.
- 3. Custom Report Writer - ADP's online reporting tool to create a wide range of custom reports using current and cumulative data from your payroll, HR and Time and Attendance module.
- 4. Electronic Pay Statements* - An Internet payroll information solution that provides employees with secure instant access to wage/salary data. Electronic Pay Statements allows employees to view and print images of their pay stubs and year-end W-2s (from the time service begins) via the Internet.

*Electronic Pay Statements is only available to clients utilizing one of ADP's web-based payroll solutions.

Workforce Now® Essential Time & Attendance - ADP-hosted time and attendance solution that is fully integrated with Essential and Enhanced Payroll modules and makes it easier to:

- 1. Collect and track hours worked from badge card and biometric timeclocks, web timesheet, telephone, and mobile smartphones
- 2. Calculate hours worked based on the client's pay policies
- 3. Submit requests for time off
- 4. Access hours worked, schedules and paid time off balances
- 5. Create ad hoc (custom) reports
- 6. Gain tighter control over labor costs

ADP Workforce Now® Talent delivers Talent Management functionality (performance & talent acquisition) in a unified manner. Both performance and recruiting allow organizations to enable managers to participate in the process. Clients can customize the performance review policy to match the appropriate group.

managers and employees are also notified of pending reviews and have access to historical reviews. ADP WORKFORCE NOW makes the talent acquisition process easy by using an intuitive wizard to capture the job detail, aggregating all applications and providing a dashboard view on the candidate pool.

Talent Functionality	Employee Development Tracking	Education, Skills, Licenses/Certifications, Memberships, Previous Employers, Awards, Language, Training are all categories within employee development. Information in these categories can be collected from a candidate via recruitment module and then flow into the employee record on hire. Employees and Managers can also access each of these categories via self service
	Basic Compensation Reports	Standard reports provide a view of employee compensation
	Performance Management	Multiple review types are supported, templates based on role allow self assessments and 360 reviews (aka multi-rater) so anyone can be a review contributor, review score is calculated based on client defined weighting for competencies/review questions/goals, dashboard like view provides immediate insight to review status
	Employee Goals	Cascade goals from Company, down to team, down to individual. Managers or Employees can update goal status at any time. Goals can be incorporated into performance review. Managers have dashboard like view to provide immediate insight into goal status
	Recruitment Tools	Requisitions can be submitted by managers, user creates online job posting with job description & questions, posting is hosted by ADP, applicant applies for job and all info is available within Workforce Now for managers and practitioners to review, when applicant is hired data from recruitment flows into employee record
	Resume Keyword Search	Applicants can attach 5 documents when applying for a job, each of those attachments can be key word searched for specific information

WEB HOSTING SERVICES

The following information applies to hosted ADP Workforce Now Essential Payroll, ADP Workforce Now HR, ADP Workforce Now Talent products (collectively, the “Hosted Products”).

- A. ADP shall provide the hosting environment(s), including hardware and software, required to host the site(s) for the applicable Hosted Product (the “Systems”) and the operation and required maintenance of such Systems. The Systems may be used to provide similar services to other clients and Client acquires no rights therein.
- B. The Hosted Product(s) licensed to Client shall be deployed at Uniform Resource Locators (URLs) to be selected, registered and owned by ADP.
- C. In the event that ADP discovers and/or Client reports to ADP through its support line that a System for a Hosted Product licensed to Client is experiencing an outage or that a Hosted Product licensed to Client is experiencing operational issues, ADP will resolve such issues as soon as possible, giving priority to outages and significant operational issues.
- D. ADP will make the System for each Hosted Product licensed to Client available 99.5% of the time for the hours outside of the specified ADP Product Maintenance Windows in Table 1 of paragraph E below, except for additional required infrastructure maintenance (described below) and any loss or interruption of the system due to causes beyond the control of ADP or which are not reasonably foreseeable by ADP, including, but not limited to, interruption or failure of telecommunication or digital transmission links, Internet slow-downs or failures or unauthorized intrusions. In order to perform required system maintenance, the system may not be available for (a) hours specified in Table 1 below and (b) any hours required to perform additional infrastructure maintenance that cannot be completed during standard maintenance windows (and when Client's use of the system will be directly impacted, ADP will notify the Client of such unscheduled system downtime with as much advance notice as possible following ADP's identification of the need for such unscheduled downtime).
- E. ADP Product Maintenance Windows

All times are Eastern Time							
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Pay eXpert® ADP Workforce Now® Essential Payroll (Version 2) ADP Workforce Now Expanded Payroll (Version 2) ADP Workforce Now Enhanced Payroll (Version 2) ADP Workforce Now Express Payroll (Version 2)	12 am - 5 am	1 am - 5 am	1 am - 5 am	1 am - 5 am	1 am - 5 am	1 am - 5 am	12 am - 5 am

ADP Workforce Now Essential HR (Version 2)							
ADP PC/Payroll (hosted)	10 pm - 11:59 pm	12 am - 6 am	10 pm(Mon) - 6 am	10 pm(Tues) - 6 am	10 pm(Wed) - 6 am	10 pm(Thur) - 6 am	10 pm(Fri) - 6 am
HR/Benefits ADP Workforce Now Expanded HR and Benefits (Version 2) ADP Workforce Now Enhanced HR and Benefits (Version 2)							12 am - 8 am
ADP Workforce Now Essential Talent (Recruitment and Performance) (Version 2)							12 am - 8 am
ezLaborManager®, ADP Workforce Now Essential Time & Attendance (Version 2)	12 am - 6 am						
Enterprise eTime®, ADP Workforce Now Expanded Time & Attendance (Version 2) ADP Workforce Now Enhanced Time & Attendance (Versions 2 and 4*)	1 am - 4 am	1 am - 3 am	1 am - 3 am	1 am - 3 am except in the 2nd and 4th weeks of the month when it's 11 pm (Tues)- 5 am	1 am - 3 am	1 am - 3 am	1 am - 3 am
ADP Reporting and Custom Reporting	12 am - 2 am		1 am - 5 am	1 am - 5 am	1 am - 5 am	1 am - 5 am	12 am - 2 am
ADP Security Management	12 am - 5 am						12 am - 5 am
General Ledger Interface	12 am - 6 am		12 am - 6 am				
ADP Workforce Now Version 5 (Payroll, HR, Benefits, Essential Time & Attendance, and Talent Management) *Enhanced Time & Attendance, see hours above							12 am - 6 am

- F. The Hosted Products may not be used or accessed from outside the United States unless otherwise authorized by ADP or in any way that violates any applicable international, federal, state or local laws and /or regulations.
- G. **ADP Workforce Now Approved Country List** - For ADP Workforce Now version 5.0 or higher, the HR module and Talent module may be accessed and used by Client from the countries specified on the Approved Country List shown below, however the Paid Time Off ("PTO") functionality within the HR module may only be accessed and used by Client in the subset of countries identified with an asterisk ("*") below.

Approved Country List for ADP Workforce Now® HR and Talent Modules (applies for ADP Workforce Now version 5.0 or higher):

Algeria	Germany*	Philippines
Australia*	Hong Kong	Poland
Belgium	Hungary	Portugal
Brazil	India	Singapore
Canada*	Ireland	South Africa
Chile	Italy	Spain*
China*	Japan	Sweden
Costa Rica	Lebanon	The Slovak Republic
Czech Republic	Mexico*	United Arab Emirate
Dominican Republic*	Netherlands	United Kingdom*
France	New Zealand	Venezuela

* ADP Workforce Now PTO functionality only available in these approved countries

Other ADP Payroll Products and Services:

1. Pay eXpert[®] - ADP's secure Internet payroll service lets you access payroll processing from anywhere, anytime, for companies with 50-999 employees.
2. ADP PC/Payroll - Software that allows you to prepare payroll data on your own PC.
3. iPayStatements - ADP iPay is an Internet payroll information solution that provides employees with secure instant access to wage/salary data. ADP iPay allows employees to view and print images of their pay stubs and year-end W-2s via the Internet - whenever, and wherever, it is convenient for them. ADP iPay provides employees with the ability to access exact images of: pay and earnings statements (from the time service begins), W-2 forms (from the time service begins) and their W-4 form.
4. Infolink General Ledger Interface (GLI) - a hosted application that takes client payroll data and reformats it into an -import ready- format that can be accepted into any financial software package. Integrates data between your payroll and general ledger.
5. ADP's Human Resource eXpert - ADP's entry level web based HRIS is full integrated with Pay eXpert. HR eXpert provides employers with:
 - a. Employee record keeping
 - b. Basic benefit plan tracking and Open enrollment
 - c. Performance management
 - d. Event History
 - e. Education, Skills and Certifications
 - f. Consolidated HR/Payroll reporting
6. ADP's HR/Profile[™] - ADP's client server HRIS solutions is fully integrated with PC/Payroll. This easy to use solution provides clients with:
 - o Broad employee record keeping
 - o Event history
 - o Applicant tracking
 - o Education, Skills, and Training
 - o Performance Reviews
 - o User Defined Fields

Benefits Administration Services

1. ADP's HR/Benefits Solution - hosted, full-featured, Web-based HR and benefits administration solution for corporations with 50-999 employees. The following are some key features available in your Single Solution for HR and Benefits Administration:
 - o ADP Payroll Integration<
 - o Effective Dating
 - o Open Enrollment
 - o Life and Work Events
 - o Invoices and Bill Reconciliation Carrier Connections
 - o Performance Management
 - o Talent Management Leave Management
 - o Compensation Analysis
 - o Recruitment and Applicant Tracking
 - o Comprehensive Reporting
 - o Employee Self Service
 - o Manager Self Service
 - o Workflow
 - o Custom Fields
2. COBRA Services - ADP provides administrative services in connection with continued health coverage for terminated employees. ADP COBRA services include: setting up your records on our proprietary system with electronic document archival and secure COBRA documentation; distributing notifications, correspondence, election packets, and COBRA termination notices as required by law; processing election forms and carefully tracking all key dates, viewing health plan information, rates, and payment information; maintaining qualifying events and HIPAA loss-of-coverage data on-line; downloading your qualifying event data, HIPAA loss of coverage data and notifications; accepting and processing COBRA notification data via Electronic Data Transfer (EDT) file format; mailing the appropriate COBRA election package, HIPAA Certificate of Creditable Coverage, or the COBRA rights notification forms when files are received and mailing the appropriate COBRA election package, HIPAA Certificate of Creditable Coverage, or the initial COBRA rights notification forms when files are received.
3. ADP's Flexible Spending Account (FSA) Services - employees use pretax dollars to pay for certain

and daycare expenses. ADP's FSA services provide automated payroll deductions, Daily claims processing and daily distribution of payments, Web access to ADP service and support, Secure access to plan participant information and Management reports.

- 4. Premium Only Plan - lets your employees pay their share of premiums on a pretax basis ADP's Premium Only Plan, or POP. Employee contributions for premium payments are made on a pre-tax basis (in most cases, taxable income is reduced and take home pay is increased) and your company's Social Security and Medicare tax expense is reduced. ADP's POP services include ADP handling the reporting for your pretax plan.
- 5. ADP's Commuter Benefits - helps lessen the strain of work transportation expenses for your employees while providing your company with tax savings.

Tax and Compliance Services

- 1. Payroll Tax Filing (Payroll Tax Management Services) - calculates , files, deposits and reconciles payroll taxes including federal income and unemployment taxes, social security/Medicare taxes, state income and unemployment taxes, state disability insurance and most local income taxes.
- 2. Unemployment Compensation Management Service -ADP's Unemployment Compensation Management Service provides claims management, hearing consultation and representation, and management training through experienced personnel, advanced systems, and nationwide resources. ADP performs audits, which help detect benefit charge errors and facilitate protests and issued credits; conducts an annual review of your State Unemployment Insurance (SUI) tax rates and Voluntary Contributions to help you get assigned the correct SUI rates; generates comprehensive reports that identify sources of unemployment activity and allow you to analyze SUI costs and trends to proactively manage your program and establish accountability.
- 3. Pay-by-Pay[®] Program for Workers' Compensation - ADP's Pay-by-Pay program calculates and collects your workers' compensation premiums as they are earned, based on actual payroll. Payments are automatically collected and paid to the insurance carrier- eliminating the need for you to write checks.
- 4. ADP's Tax Credit Service - ADP Tax Credit Services handle the administrative work of receiving certain tax credits available to businesses. Available tax credits include: (a) The Work Opportunity Tax Credit (WOTC) , which encourages employers to hire individuals from one of nine targeted groups; (b) the Welfare-to-Work (WTW) program focuses on transitioning long-term social assistance recipients into the workforce.; and t he Federal Empowerment Zone & Renewal Community Employment Credit (EZ/RC) reduces the tax liability of companies that hire individuals who live and work in geographically designated urban and rural areas.
- 5. Wage Garnishment Service - ADP calculates, deducts, and disburses court-ordered garnishments and tracks changing legislation that can affect compliance.
- 6. New Hire Reporting Service - ADP automatically transmits new hire data to the appropriate state agencies and provides management reports for all filings, including concise management summaries that verify reporting status by employee.
- 7. Total Tax PlusSM - Calculates, deposits payroll taxes, files payroll tax returns, and manages unemployment issues. Keeps up with payroll return tax regulations and claims. Integrated into other payroll tax services.

Time & Labor Management

ADP's time and labor management services are available as time clock software on demand or installed on your site, ADP's comprehensive - including self-service - solutions enable you to capture, calculate, and report employee time and attendance, and seamlessly interface that data with payroll. ADP's time and attendance services calculate hours based on your pay policies, accrue and track benefits (vacation, sick, paid time off), track overtime and provide on-demand reports. ADP offers multiple time and attendance data collection systems, including: Electronic timesheet / online timesheet; Time clocks; Telephone / Voice response; Biometric time clock and Wireless devices.

- 1. eTIME[®] - automated time and labor management system, integrated with ADP Payroll.
- 2. ezLaborManager[®] - Web-hosted time and labor management solution, integrated with ADP Payroll
- 3. Enterprise eTIME[®] - scalable, Web-based time and labor management solution for large companies, integrated with ADP Payroll
- 4. TimeSaver[®] - time and labor management solution for the hospitality industry, integrated with ADP Payroll

Web Hosting Services

The following information applies to Hosted ADP PC/Payroll for Windows; Hosted HR/Perspective; PayExpert; Benefits eXpert, ADP HR/Benefits Solution, Infolink General Ledger Interface (GLI) .Hosted eTIME, Enterprise eTIME and ezLabor Manger (collectively, the "Hosted Products"). . ADP shall:

- A. Provide the hosting environment(s), including hardware and software, required to host the site(s) for the applicable Hosted Product (the "Systems") and the operation and required maintenance of such Systems. The Systems may be used to provide similar services to other clients and Client acquires no rights therein.
- B. ADP shall deploy the Hosted Product(s) licensed by the Client at Uniform Resource Locators (URLs) to be selected, registered and owned by ADP.
- C. In the event that ADP discovers and/or Client reports to ADP through its support line that a System for a Hosted Product licensed by Client is experiencing an outage or that a Hosted Product licensed by Client is experiencing operational issues, ADP will resolve such issues as soon as possible, giving priority to outages and significant operational issues.
- D. Make the System for each Hosted Product licensed by Client available 99.5% of the time, for the specified Hours of Availability, except for any loss or interruption of the System due to causes beyond the control of ADP or which are not reasonably foreseeable by ADP, including, but not limited to, interruption or failure of telecommunication or digital transmission links, Internet slow downs or failures or unauthorized intrusions. In order to perform required System maintenance, the System will not be available for hours excluded from the Hours of Availability and (b) upon notice to the Client, for one 6-hour period on an occasional weekend as required by any infrastructure change During Prime Time Hours, ADP will notify the Client of unscheduled System downtime. If the System experiences unscheduled downtime, ADP will work to correct the problem until it is resolved and the System is made available. "Prime Time Hours" shall mean from 8:00 AM through 8:00 PM Eastern Time, Monday through Saturday, excluding ADP holidays ("Business Days").
- E. ADP shall be responsible for establishing and maintaining a secure environment for the Site and the System for each Hosted Product licensed by Client, which shall include physical security, logical security (including firewalls, encryption and password access control), and intrusion detection.
- F. The Hosted Products are intended to permit the transmission of data from within the United States. The Hosted Products may not be used or accessed from outside the United States unless otherwise authorized by ADP or in any way that violates any applicable international, federal, state or local laws and /or regulations.

LANCASTER CITY COUNCIL

Agenda Communication

June 9, 2014

Item 4

Consider a Resolution approving the terms and conditions of a Cooperative Agreement by and between the City of Lancaster and Dallas County Department of Planning and Development to provide Community Development Block Grant (CDBG) and HOME Program funding.

This request supports the City Council 2013-2014 Policy Agenda.

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

Background

The Dallas County Community Development Block Grant (CDBG) and HOME Program has been in existence since 1988. The City of Lancaster and other cities within Dallas County have been able to utilize more than \$60 million dollars in federal assistance. The City currently utilizes CDBG funding for street reconstruction in low to moderate income areas.

Considerations

- **Operational** – The current agreement between the City of Lancaster and Dallas County will expire on September 30, 2014, it is necessary to enter into a new agreement in order for the City of Lancaster to remain eligible for this program. Funds have been used to fund such projects as road reconstruction, water/sewer installation, park improvements, code enforcement, down-payment assistance, and housing reconstruction.
- **Legal** – The City Attorney has reviewed the resolution and approved as to form.
- **Financial** – In order to receive this funding, the U. S. Department of Housing and Urban Development (HUD) requires the County and all interested cities with populations of less than 50,000 to enter into a cooperative agreement for three years. It should be noted that if the City chooses to participate in the County's program, the City, per federal law, cannot seek to receive funding from the State's program.
- **Public Information** – 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. By rejecting the resolution at the conclusion of the current agreement, the City of Lancaster would be ineligible to receive CDBG and HOME funding from the County.

Recommendation

Staff recommends approval of the resolution as presented.

Attachments

- Resolution
 - Cooperative Agreement
-

Submitted by:

Rona Stringfellow, Assistant City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A COOPERATIVE AGREEMENT BY AND BETWEEN THE CITY OF LANCASTER, TEXAS, AND DALLAS COUNTY DEPARTMENT OF PLANNING AND DEVELOPMENT TO PROVIDE FUNDING FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME PROGRAM; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Dallas County Department of Planning and Development has been in existence since 1988 and has been able to provide more than \$60 million dollars in funding to the City of Lancaster, and other cities within Dallas County; and

WHEREAS, the City of Lancaster desires to enter a cooperative agreement with Dallas County to receive funding for its residents within low to moderate income areas; and

WHEREAS, Dallas County will provide CDBG and HOME program funding to the City in order to assist with such projects as road reconstruction, water/sewer installation, park improvements, code enforcement, down-payment assistance, and housing reconstructions;

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

SECTION 1. That the Dallas County Department of Planning and Development Cooperative Agreement for Fiscal Year 2014, attached hereto and incorporated herein by reference as Exhibit "A", having been reviewed by the City Council of the City of Lancaster, Texas, and found to be acceptable and in the best interest of the City and its citizens, be, and the same is hereby, in all things approved.

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

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

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

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

DULY PASSED AND APPROVED by the City Council of the City of Lancaster, Texas, on this the 9th day of June 2014.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

**AGREEMENT OF COOPERATION
for CDBG/HOME Program**

WHEREAS, the 93rd Session of the Congress passed, and the President of the United States signed into law, the Housing and Community Development Act of 1974 (PL93-383) which created the Urban County Community Development Block Grant (CDBG) program; and

WHEREAS, Dallas County, Texas (County), is applying to the U.S. Department of Housing and Urban Development for Urban County CDBG entitlement status; and

WHEREAS, in order to qualify for this status, County must enter into cooperative agreements with local governments and have the collective population of the County's unincorporated area and the participating local governments total at least 100,000 people; and

WHEREAS, Texas cities and counties are authorized under Chapter 373, Local Government Code, and Section 381.003, Local Government Code, to conduct essential Housing and Community Development activities; and

WHEREAS, Texas cities and counties are authorized under Chapter 791, Government Code, to enter into cooperative agreements with one another.

NOW, THEREFORE, BE IT RESOLVED THAT:

The City of Lancaster (City) supports the efforts of County to qualify for the Urban County CDBG program and asks that its population be included in such a program beginning for Federal Fiscal Years 2015, 2016 and 2017.

This agreement covers the CDBG entitlement program and when applicable, the HOME Investment Partnership and Emergency Shelter Grant (ESG) programs.

This agreement remains in effect until the CDBG (HOME and ESG, where applicable) funds and program income received with respect to the three-year qualification period are expended and the funded activities completed, and that the County and City may not terminate or withdraw from the agreement while the agreement remains in effect.

The City understands that by executing the CDBG cooperation agreement it:

1. May not apply for grants from under the Small Cities or State CDBG Program from appropriations for fiscal years during the period in which it is participating in the Urban County CDBG program; and
2. May receive a formula allocation under the HOME program only through the Urban County. May not participate in a HOME consortium except through the Urban County, may not form a HOME consortium with other local governments regardless, of whether the Urban County received a HOME formula allocation.

3. May receive a formula allocation under the ESG Program only through the Urban County.

County and the City agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing.

County and the City shall take all actions necessary to assure compliance with the Urban County's certification required by Section 104(b) of the Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act and affirmatively furthering fair housing Title VIII of the Civil Rights Act of 1968 and other applicable laws;

County and the City shall take all actions necessary to assure compliance with section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975;

County and City understand that Urban County funding will not be provided for activities, in or in support of any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with the County's fair housing certifications;

The City understands, that in accordance with 24 CFR 570.501(b) and 570.503, (which requires a written agreement), it shall be subject to the same administrative requirements as a sub-recipient should it receive funding under this program;

The City agrees to inform County of any income generated by the expenditure of CDBG/HOME and ESG funds received, and that any such program income must be paid to the county to be used for eligible activities in accordance with all ESG, HOME and Community Development Block Grant requirements;

County is responsible for monitoring and reporting to the U.S. Department of Housing and Urban Development on the use of any such program income, and that in the event of close-out or change in status of the City, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County;

The City agrees to notify County of any modification or change in the use of the real property from that planned at the time of acquisition or improvement, including disposition, and further agrees to reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditure of non-CDBG/HOME and ESG funds) for property acquired or improved with CDBG/HOME and ESG funds that is sold or transferred for a use which does not qualify under the CDBG/HOME and ESG regulations;

Any money generated from the disposition or transfer of property will be treated as program income and returned to the County prior to, or subsequent to, the close-out, change of status, or termination of this cooperative agreement between County and the City.

The City understands that it may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Act;

County shall notify the City in writing, by the date specified in HUD's urban county qualification notice for the next qualification period, of its right not to participate;

The City has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations;
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.

The City understands that County will have final responsibility for administering the CDBG/HOME and ESG programs, selecting CDBG/HOME and ESG projects and filing annual grant requests; and

The Mayor of the City is authorized to sign any additional forms, on behalf of the City, that the U.S. Department of Housing and Urban Development may require.

[Remainder of Page Intentionally Left Blank]

[Signature Page to Follow]

APPROVED AND ACCEPTED THIS THE _____ day of _____ 2014.

City:

Dallas County:

Marcus Knight, Mayor
City of Lancaster, Texas

Clay Lewis Jenkins, County Judge
Dallas County, Texas

Date

Date

Approved as to Form:

Craig Watkins
District Attorney

Teresa Guerra Snelson
Chief, Civil Division

By:

Randall Miller
Assistant District Attorney

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

LANCASTER CITY COUNCIL

Agenda Communication

June 9, 2014

Item 5

Consider a resolution awarding RFP 2014-155 for an annual contract for mowing services for code compliance purposes to Dawn of a New Lawn II.

This request supports the City Council 2013-2014 Policy Agenda.

**Goal: Healthy, Safe & Vibrant Neighborhoods
Financially Sound City Government**

Background

The contract for mowing and cleaning of properties in violation of code compliance expired May 31, 2014. This is an annual contract that has renewal options to allow staff the opportunity to evaluate performance and ensure contract compliance. The contract addresses items such as high grass, dilapidated fences, accumulation of trash and debris, tree trimming overhanging tree limbs, securing vacant structures and abating stagnant water from pools or hot tubs.

Considerations

- **Operational** – The Code Compliance Division of the Development Services Department will administer the contract.
- **Legal** – This bid was processed in accordance with all local and state purchasing statutes. Four bids were received and one of the vendors is certified M/WBE. The two lowest qualified bids were given priority consideration. The initial contract term will be for an eighteen (18) month period with the option to renew for four one year periods. Pricing shall remain firm for the first year and the vendor will have an option to request an increase based on the Dallas/Fort Worth Consumer Price Index (CPI-U).

Year 1: July 1, 2014 to December 31, 2015

Optional -Year 2: January 1, 2016 to December 31, 2016

Optional -Year 3: January 1, 2017 to December 31, 2017

Optional -Year 4: January 1, 2018 to December 31, 2018

Optional -Year 5: January 1, 2019 to December 31, 2019

- **Financial** – Funding for this contract is approved in the current year's budget and reimbursed from invoicing the owners of the properties in violation. Funds will be committed at the time of invoice from the contractor. The contract total is \$110,720.00 for the first contract term.

- **Public Information** – Bids were advertised in the Focus Daily News the weeks of April 8 and 25, 2014. Bids were posted on the City's electronic procurement system. A pre-bid meeting was held on May 1, 2014 and bids were opened on May 9, 2014.

Options/Alternatives

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

Recommendation

Staff recommends awarding the bid to the lowest, qualified bidder Dawn of a New Lawn II.

Attachments

- Resolution
- Contract
- Tab sheet

Submitted by:

Dawn Berry, Purchasing Agent

Rona Stringfellow, Assistant City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CITY OF LANCASTER, TEXAS, AND DAWN OF A NEW LAWN II FOR MOWING SERVICES FOR CODE COMPLIANCE PURPOSES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lancaster has been presented with a proposed Agreement between the City of Lancaster and Dawn of a New Lawn II (the "Agreement") for mowing services for code compliance purposes;

WHEREAS, upon full review and consideration of the Agreement and all matters related thereto, the City Council is of the opinion and finds that the terms and conditions thereof should be approved, and that the City Manager should be authorized to execute the Agreement on behalf of the City of Lancaster, Texas;

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

SECTION 1. That the City Council hereby approves and authorizes the contracting of mowing services as described in RFP 2014-155 to Dawn of a New Lawn II pursuant to the bid proposal acknowledgement, attached hereto and incorporated herein by reference as: Exhibit "A" – 2014 Code Mowing Contract.

SECTION 2. That the City Manager of the City of Lancaster, Texas is hereby authorized to execute the contract in substantial compliance as depicted in Exhibit "A".

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 become effective immediately from and after its passage, as the law and charter in such cases provide.

DULY RESOLVED AND ADOPTED by the City Council of the City of LANCASTER, Texas, this the 9th day of June, 2014.

APPROVED:

MARCUS E. KNIGHT, MAYOR

ATTEST:

SORANGEL O. ARENAS, CITY SECRETARY

APPROVED AS TO FORM:

ROBERT E. HAGER, CITY ATTORNEY

**EXHIBIT “A”
AGREEMENT BETWEEN CITY OF LANCASTER AND
DAWN OF A NEW LAWN II**

STATE OF TEXAS	§	
	§	AGREEMENT FOR MOWING SERVICES
	§	FOR CODE COMPLIANCE PURPOSES
COUNTY OF DALLAS	§	

This agreement ("Agreement") is made by and between the City of Lancaster, Texas ("City") and Dawn of a New Lawn II ("Contractor") acting by and through their authorized representatives.

Recitals:

WHEREAS, the City desires to obtain mowing and maintenance services for code compliance purposes from Contractor in accordance with the bid specifications attached hereto as Exhibit "A" ("Specifications"); and

WHEREAS, Contractor desires to provide services to City in accordance with its Response to Specifications attached hereto as Exhibit "A";

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

Article I
Term

The term of this Agreement shall begin on July 1, 2014 (the "Effective Date") and continue until the last day of December, 2015, unless earlier terminated as provided herein (the "Initial Term"). City maintains the right to renew this Agreement for up to four (4) additional renewal terms of one (1) year at the City's sole discretion, the first renewal term beginning on January 1, 2016. The City may exercise its right to renew this Agreement by providing the Contractor written notice thereof thirty (30) days prior to the expiration of the Initial Term or renewal term, as the case may be. Renewal terms must be approved by both parties. If the Contractor chooses not to renew the agreement, written termination notice must be provided to the City ninety (90) days prior to the termination date via certified mail.

Article II
Contract Documents

Every provision of the documents below is incorporated into this Agreement by reference. The documents referenced below are in descending order of precedence. Any conflict between or among any of the documents shall be resolved in favor of the document with higher precedence.

- A. This Agreement;
- B. City's Request for RFP # 2014-155 ("Specifications"); and

Article III Scope of Services

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

Article IV Schedule of Work

Contractor agrees to commence Services upon execution of this Agreement and to complete the required Services in accordance with the schedules and at the times and locations provided by the City as set forth in Exhibit “A”.

Article V Compensation and Method of Payment

5.1 Charges. City shall compensate Contractor for the Services, including all labor, materials, equipment and supplies as provided in Exhibit “A.” The total compensation to Contractor shall not exceed **\$110,720.00** during the Initial Term under this Agreement. Any price increase after the initial term must be justified and documentation must be submitted; such increases may not exceed the current Consumer Price Index (U) for the DFW Region. Contractor shall provide the City with written invoices on a monthly basis describing the work and Services performed as provided in Exhibit “A.” Upon approval, City shall compensate Contractor as provided herein and in Exhibit “A” with the payment term being net 30 days after the date the City is delivered a written invoice for Services completed. Notwithstanding any of its other provisions, this Agreement is subject to appropriation of funds by the Lancaster City Council and shall be automatically terminated in any fiscal year for which adequate funding is not appropriated.

5.2 Additional Work. Mowing and maintenance of lots and/or areas other than set forth in Exhibit “A”, when requested in writing by the City, shall be charged at the rate indicated on the “Line Items” page of Contractor’s Response.

Article VI Suspension of Work

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

Article VII Notice to Proceed

Contractor shall not proceed with any work required under this Agreement without a written Notice to Proceed from City. Any work performed or expenses incurred by Contractor prior to Contractor's receipt of a written Notice to Proceed from City shall be entirely at Contractor's own risk. Work performed and expenses incurred after Contractor has received a written Notice to Proceed from City will be eligible for reimbursement under the terms of this Agreement, subject to an approved task order.

Article VIII

Devotion of Time; Personnel; and Equipment

8.1 The Contractor shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should the City require additional services not included under this Agreement, the Contractor shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by the City; and without decreasing the effectiveness of the performance of services required under this Agreement.

8.2 To the extent reasonably necessary for the Contractor to perform the services under this Agreement, the Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Contractor may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by the Contractor.

8.3 The Contractor shall furnish the facilities, equipment, telephones, facsimile machines, email facilities, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

8.4 Time is and shall be of the essence in the performance of this Agreement as written.

Article IX

Termination

This Agreement may be terminated by:

- (a) by mutual written agreement of the parties;
- (b) immediately by City, if Contractor defaults or breaches any of the terms or conditions of this Agreement;
- (c) by either party, upon thirty (30) days prior to written notice. Should Contractor terminate this Agreement under this provision, Contractor shall further state the reason(s) for termination in its written notice;

- (d) by City, if Contractor suffers an Event of Bankruptcy or Insolvency; or “Event of Bankruptcy” shall mean the dissolution or termination (other than a dissolution or termination by reason of Contractor merging with an affiliate of Contractor) of Contractor’s existence as a going business, insolvency, appointment of receiver for any part of Contractor’s property and such appointment is not terminated within ninety (90) business days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Contractor and in the event such proceeding is not voluntarily commenced by the Contractor, such proceeding is not dismissed within ninety (90) business days after the filing thereof;
- (e) by City, if City fails to budget and appropriate funds for payment of the obligations hereunder for the then ensuing fiscal year.

Article X Insurance

10.1 Contractor shall during the term hereof maintain in full force and effect insurance with complies with the Specifications and contains, at a minimum: (1) a policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Contractor’s performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000 Dollars per occurrence for injury to persons (including death), and for property damage; (2) policy of automobile liability insurance covering any vehicles owned and/or operated by Contractor, its officers, agents, and employees, and used in the performance of this Agreement; and (3) statutory Worker’s Compensation Insurance covering all of Contractor’s employees involved in the provision of services under this Agreement.

10.2 All insurance and certificate(s) of insurance shall contain the following provisions: (1) name the City, its officers, agents and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance; (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

10.3 All insurance companies providing the required insurance shall either be authorized to transact business in Texas and rated at least “A” by AM Best or other equivalent rating service, or approved by the City Risk Manager. (d) A certificate of insurance evidencing the required insurance shall be submitted to the City prior to commencement of services.

Article XI Indemnification

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

In any and all claims against any party indemnified hereunder by any employee of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under workman's compensation or other employee benefit acts.

XII

Miscellaneous

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

12.2 Assignment. Contractor may not assign this Agreement in whole or in part without the prior written consent of City. In the event of an assignment by Contractor to which City has consented, the assignee shall agree in writing with City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

12.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

12.4 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said Court.

12.5 Amendments. This Agreement may be amended by the mutual written agreement of the parties.

12.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

12.7 Independent Contractor. It is understood and agreed by and between the parties that Contractor, in satisfying the conditions of this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent Contractor, and not as an agent or employee of City. Contractor shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

12.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City:

City of Lancaster, Texas.
Attn: City Manager
P.O. Box 940
Lancaster, Texas 75146
orobertson@lanaster-tx.com
Facsimile: 972-218-3621

with copy to:

Robert E. Hager
Nichols, Jackson, Dillard, Hager &
Smith, L.L.P.
500 N. Akard, 1800 Lincoln Plaza
Dallas, Texas 75201
rhager@njdhs.com
Facsimile: 214-965-0010

If intended for Contractor:

Dawn of a New Lawn II
Attn: Benjamin Solomon
1644 Ginger
Lancaster, Texas 75146
Dawnnewlawn2@gmail.com

12.9 Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

12.10 Exhibits and Recitals. The exhibits attached hereto and the Recitals are incorporated herein and made a part hereof for all purposes.

12.11 Audits and Records. Contractor agrees that during the term hereof, City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of the Contractor's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by City or date of termination if sooner.

12.12 Conflicts of Interests. The Contractor represents that no official or employee of City has any direct or indirect pecuniary interest in this Agreement.

12.13 Warranty. The Contractor warrants to the City that all labor furnished to perform the work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that the work will be performed in a good and workmanlike manner and at least in accordance with industry standards, and that the work will be of good quality, free from faults and defects and in strict conformance with this contract. All work not conforming to these requirements may be considered defective.

12.14 Uniforms and Safety Gear. Contractor shall provide and require its employees to wear a uniform that bears the company name, logo, and the employee's name. Uniforms are not to be dirty, stained, or torn. Uniforms shall be worn at all times while on the job. Contractor shall provide and ensure the wearing of protective clothing, masks, eye protection, etc., as required by laws, regulation, ordinances, and/or manufacturer's instruction for material and equipment. All employees of Contractor working on right-of-ways or medians must utilize personal protective equipment such as safety vests to insure their visibility to drivers. Contractors' vehicles and equipment must display the business name and phone number on both sides.

12.15 Protection of Utilities. The Contractor shall use best efforts to leave undisturbed and uninterrupted all irrigation systems, utilities, and utility services provided to the job site or which presently exist at, above, or beneath the location where the work is to be performed. In the event that any irrigation system, utility, or utility service is disturbed or damaged during the progress of the work, the Contractor shall forthwith repair, remedy or restore the utility at Contractor's sole expense. The Contractor is responsible for an inspection of the site prior to commencing work on site to ensure that no damage is existing or will not occur when maintenance begins. If damage is noted or if probable damage will occur then it is the contractor's responsibility to notify the City of Lancaster representative so that the City of Lancaster can take action to correct and document the problem(s). The contractor is responsible for the replacement of all irrigation heads that are damaged by mowing with like equipment approved by the City of Lancaster.

(Signature page to follow)

EXECUTED this _____ day of _____, 2014.

CITY OF LANCASTER

By: _____
OPAL MAULDIN ROBERTSON,
CITY MANAGER

ATTEST

SORANGEL O. ARENAS, CITY SECRETARY

EXECUTED this _____ day of _____, 2014.

**DAWN OF A NEW LAWN II
CONTRACTOR**

By: _____
Signature of Authorized Officer

Name: _____
Print Name

Title: _____

**EXHIBIT “A”
SPECIFICATIONS**

SPECIFICATIONS

The City of Lancaster, Texas invites sealed proposals from all qualified vendors desiring to bid on the Annual Mowing Services Contract for Code Compliance and complying with the following specifications. Proposals will be evaluated based on other factors besides price. Details are included on page 4.

Laws and Ordinances

The Contractor shall at all times observe and comply with all Federal, State, and local laws, ordinances and regulations which in any manner affect the Contract or the work.

Protection of Resident Workers: Immigration and Nationality Act (INA)

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 (I-9). 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.

Contract Documents and Bonds

1. A bid bond or certified check in the amount of \$2,500 must be submitted at time of bid submission. The required bid security shall serve as a guarantee that the successful bidder will enter into a contract and execute any additional bond and guarantee forms provided within ten (10) days after notice of award of contract.

Insurance Requirements

Bidders must submit within 10 days of notice of award a certificate of insurance as outlined in the insurance requirements.

Payment Terms

1. The City of Lancaster's payment terms are **Net 30**.
2. The CONTRACTOR shall send a **dated** digital photograph **via compact disk (CD) or Zip Drive** with each billing statement, which clearly shows the before and after work has been performed and the pictures contain before and after dated pictures. Any invoice received without **dated** before and after photographs **will not be paid**.
3. A separate, **numbered** invoice, to the City, for work performed by the CONTRACTOR, shall be submitted to the CITY **via compact disk (CD) or Zip Drive** within three (3) days after the work is completed. The CITY will provide payment for total services performed. Included on the compact disk or Zip Drive, should be a copy of the work order spreadsheet that will designate work completed by awarded firm and work Done by Others (DBO).

General Requirements

1. The CONTRACTOR shall be notified by the CITY, to perform specific work at a particular location. The CONTRACTOR shall complete the requested services within three (3) days after receiving such authorization. In the event of inclement weather **only**, the CONTRACTOR shall notify the CITY in writing by email of his/her inability to mow and/or clean the property in question. Contractor shall have one day for each day of inclement weather. Contractor must contact the Contract Manager by the fifth (5th) day regarding any delay in work.
2. Contractor may not start future work orders until the prior work orders are complete.
3. All lots and properties shall be mowed as near as possible to any building, tree, wall, fence, or any other structure or appurtenance. Remaining high grass and weeds shall be cut by any applicable means to ensure favorable appearance and proper action will be taken to clean the property and adjoining streets and public rights-of-way of all grass and weed trimmings.

4. Unimproved or undeveloped acreage will be mowed 75 feet from all property lines if more than 2-acres. If the property is two acres or less, the entire parcel will be mowed. All unimproved lots or acreage must be cut to the pavement of the thoroughfare or street or to the curb lines and any remaining high grass and weeds shall be cut by any applicable means to ensure favorable appearance. **Remaining high grass around power poles, signs or any other appurtenances shall be cut by any applicable means to ensure favorable appearance.**
5. Any property or lot, which is not mowed and/or cleaned satisfactorily, shall be redone at the CONTRACTOR'S expense upon the request of the CITY. An inspection may be conducted by the Code Compliance staff when a contract is completed.
6. The CONTRACTOR shall obtain and pay for any and all permits, licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.
 - a. The Contractor must have sufficient equipment to complete work orders. The City will not pay for rental of additional equipment, purchases of equipment, etc.
7. The CITY shall not pay for travel time to the disposal site or to property that has been cut by the owner between the time of issuance of the work order to the CONTRACTOR and the time of arrival at property.
8. It is understood and agreed that the CONTRACTOR shall not assign, sublet, or transfer any of the rights and duties under the terms of this agreement without approval of the CITY.
9. The CONTRACTOR shall employ sufficient personnel to ensure that all authorized mowing and/or cleaning is accomplished within the time frame previously mentioned. Payments shall be made directly to the CONTRACTOR, and not to his employees or approved sub-contractors. All wages, taxes and worker's compensation of all equipment operators shall be paid by the Contractor.
10. The CONTRACTOR shall receive payment only for those properties that he/she has received authorization from the CITY to mow and/or clean **in writing on approved City of Lancaster work order form.**
11. Contractor will exercise every necessary precaution for the safety of the property and the protection of any and all persons and/or property located adjacent to or making passage through said property. All claims and repairs are to be made by the Contractor in a timely manner (48 hrs).
12. For undefined and costly cleaning, grading, hauling, disposal jobs, securements, pool abatements, fence repair and graffiti removal, the contractor shall first be contacted to determine estimated cost before any authorization is given by the City. The City of Lancaster reserves the right to request a third party estimate for undefined or costly work.
13. The contractor may not solicit outside work from the property owners for work orders issued to the mowing contractor by the City of Lancaster. Any work solicited due to work orders granted to the mowing contractor is grounds to terminate the contract and release the contractor from conducting any future work for the City of Lancaster.
14. The contractor's normal work week is considered Monday through Saturday.
15. The Contactor shall notify the designated Code Compliance Officer immediately if a locked gate prevents the contractor from completing the assigned work order. The Code Compliance Officer will make application for the appropriate Administrative Warrants to allow entry to the property to complete the work order item. Once the warrant is received the contractor must schedule the work to be completed within three days of the date the warrant is signed.

16. Invoices received after these allotted three (3) day window or five (5) day window due to inclement weather may not be submitted for payment by the contractor without approval by the Contract Manager.

Minimum Equipment Required

The following equipment is required to be considered. Attached to this document is an equipment list form which must be submitted with proposal.

1. One (1) batwing mower
2. One (1) 36" walk behind mower
3. One (1) 42" riding mower (with zero turning radius recommended)
4. Four (4) gas power weed-cutters
5. One (1) 6' x 16' x 4' tall utility trailer for hauling/dumping
6. Two (2) gasoline hedge trimmers
7. Two (2) gasoline chain saws
8. One (1) Loader
9. One (1) gasoline water pump and enough drain hose used to pump swimming pools out to sanitary sewer. Hose size must be at least 1 ½"

Note: The Contractor's equipment shall be in good repair and have a qualified operator to maintain the care of the equipment. In addition all operators must be trained in proper use and care.

Sufficient equipment is required to carry out the requirements of the contract. The above list outlines the minimum equipment requirements.

Contractor Operations

1. Contractor will operate as an independent contractor and not as an agent, representative, partner or employee of the City of Lancaster, and shall control his operations at the work site, and be solely responsible for the acts or omissions of his employees.
2. Contractor and employees will be courteous to the public at all times while at the work site.
3. All contractors' vehicles and equipment shall have the business name and phone number printed on both sides.
4. Contractor must provide a valid telephone or cell phone number and address at all times to the specified "City Representative." The telephone or cell phone must be answered during normal working hours or voice mail must be available to take a message.
5. All wages, taxes, and workman's compensation of all contract employees shall be paid by the Contractor.
6. If the contractor is advised to leave a property by the property owner or their representative the contractor shall leave at once without altercation and contact City of Lancaster Code Compliance Officer within 24 hours and advise the Contract Manager or his designate of the reason for not completing the assigned work order. City staff must be notified of this action the same day the request to leave the property took place.
7. All Contractor equipment must be properly identifiable with the company name and visible when in use.
8. All employees must wear uniforms that properly identify the employee as working for the awarded contractors company.
9. All employees must be properly equipped with the required safety gear for each type of service provided. (i.e. safety shoes, safety vests, gloves, hats, etc.)

Evaluation Criteria

This section lists the criteria to be considered in evaluating the ability of firms interested in providing the services specified. Specific responses to each must be uploaded to the e-procurement system. It is the responsibility of the proposer to ensure all forms and proposal documents have been uploaded. Vendors that have not submitted all required forms will be considered unresponsive.

Minimum Requirement:

It is expected that the successful firm will exceed these qualifications. Firms shall:

1. Have provided services similar to those specified herein to at least three (3) clients in the past five (5) years, preferably to other government entities.

Proposals will be evaluated and scored as follows:

- Responsiveness to the Proposal 10 Points
 - Upload the information below into the City's e-procurement system in the tab "Response Attachments".
 - All listed documents/forms must be completed and uploaded to the response attachments Tab.
 - Conflict of Interest
 - W9
 - Bid Bond – Original must be delivered to Purchasing prior to the bid opening.
 - Equipment List
 - Reference List
 - Attachment A –
 - A statement from owner/President that the firm has or will be able to secure the required insurance prior to the award of the contract. Vendor may submit a completed certificate signed by the agent in lieu of the statement.
 - Contact information for the binding official/owner.
 - Contact information for the primary contact.
 - Acknowledgement that your firm has the staff and time to maintain the contract.
- Pre-Bid Meeting Attendance 10 Points
- Experience/References 40 Points
- Price 40 Points

RESPONDENT COST TO DEVELOP PROPOSAL.

All costs for preparing and submitting proposals in response to this RFP are to be the responsibility of the respondent and will not be chargeable in any manner to the City.

City of Lancaster, Texas (Code Compliance) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Dawn Berry Purchasing Agent	Address	PO Box 940	Address
Email	dberry@lanaster-tx.com		Lancaster, TX 75146	
Phone	(972) 218-1329	Contact	Dawn Berry	Contact
Fax	(972) 218-3621		Purchasing Agent	
			Purchasing	Department
Bid Number	2014-155	Department		Building
Title	Mowing - Code Compliance	Building		
Bid Type	RFP			Floor/Room
Issue Date	04/18/2014	Floor/Room		Telephone
Close Date	5/9/2014 3:00:00 PM CT	Telephone	(972) 218-1329	Fax
Need by Date		Fax	(972) 218-3621	Email
		Email	dberry@lanaster-tx.com	

Supplier Information

Company	Dawn of a New Lawn II
Address	1644 Ginger Rd.
	Lancaster, TX 75134
Contact	Benjamin Solomon
Department	
Building	
Floor/Room	
Telephone	1 (469) 212 7902
Fax	1
Email	dawnnewlawn2@gmail.com
Submitted	5/9/2014 11:23:38 AM CT
Total	\$110,720.00

Signature _____

Supplier Notes

All forms and documents have been completed.

Bid Notes

Bid Activities

Date	Name	Description
4/18/2014 8:00:00 AM	Week 1	Week 1 Advertisement - Focus News
4/25/2014 8:00:00 AM	Week 2	Week 2 Advertisement - Focus News
5/1/2014 2:00:00 PM	Pre Bid Meeting	A pre-bid meeting will be held at: City Hall, Council Chambers 211 N. Henry, Lancaster, TX 75146

5/9/2014 3:00:00 PM	Due Date	Bid / Proposal is due prior to the date and time listed.
5/28/2014 3:00:00 PM	Agenda Due Date	
6/9/2014 7:00:00 PM	Council Approval	

Bid Messages

Date	Subject	Message
05/07/14	Reminder:	Bids are due on Friday prior to 3:00 PM. Please ensure you have all forms completed and uploaded to the response attachment tab of your response. **Bond forms must be delivered to Purchasing prior to the due date and time.

Please review the following and respond where necessary

#	Name	Note	Response
1	Questions	All questions shall be addressed to Dawn Berry, Purchasing Agent via email at purchasing@lanaster-tx.com.	Agree
2	One Year - 2 Renewals	<p>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.</p> <p>The first year will be extended by six months to bring the mowing bid in cycle with the growing season.</p> <p>Year 1: July 1, 2014 to December 31, 2015 Year 2: January 1, 2016 to December 31, 2016 Year 3: January 1, 2017 to December 31, 2017 Year 4: January 1, 2018 to December 31, 2018 Year 5: January 1, 2019 to December 31, 2018</p>	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	T&C Acknowledgement	I have read and agree to the terms and conditions of this bid.	Agreed
5	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
6	Bid Bond	<p>A bid bond in the amount of \$2500 is required for this project. Please scan and attach a copy to this bid. Please mail original to: City of Lancaster - Attn: Purchasing - PO Box 940 - Lancaster, TX 75146.</p> <p>A Sample is attached for reference.</p>	Agree

7	Errors	<p>The system checks for errors upon submittal. If you have not completed a required attribute, the system will not accept your bid. Please do not wait until 5 minutes before the response is due. If you have an error, you may not have time to correct and re-submit.</p> <p>Please see either of the help documents located at: www.lancaster-tx.com/bid.</p>	Understood
8	Late Submission	Bids/RFQs are not accepted after the closing date and time. The City of Lancaster is not responsible computer, mail or carrier issues/problems. The server time is the official clock. It is the responsibility of the user to ensure you have chosen the correct time zone for your company.	Understood
9	County	What county is your principal place of business located?	Dallas
10	Payment Terms	1. The City of Lancaster's payment terms are Net 30.	(No Response Required)
11	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
12	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
13	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
14	NEPOTISM STATEMENT	The Bidder, Proposer, or any officer, shall state whether Bidder or Proposer has a relationship, either by blood or marriage, with any official or employee of the City of Lancaster.	Not Related
15	Immigration	Employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the US) and aliens authorized to work in the US. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.	(No Response Required)
16	Cooperative Agreement	<p>Should other Government Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications, and pricing would apply?</p> <p>If you, the Vendor checked yes, the following will apply: Government entities utilizing Inter-Governmental Contracts with the City of Lancaster will be eligible, but not obligated, to purchase materials/services under this contract(s) awarded as a result of this bid. All purchases by Governmental Entities other than the City of Lancaster will be billed directly to that Governmental Entity and paid by that Governmental Entity. The City of Lancaster will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their own material/service as needed.</p>	Yes

17	Reciprocal Information 1	The City of Lancaster, as a governmental agency of the State of Texas, may not award a contract for general construction, improvements, services or public works projects or purchases of supplies, materials, or equipment to a non-resident bidder unless the non-resident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder to obtain a comparable contract in the state in which the non-resident's principal place of business is located (Article 601g v.t.c.s.). Bidder shall answer all the following questions by encircling the appropriate response or completing the blank provided. **Where is your principal place of business?	Texas
18	Reciprocal Information 2	For Businesses not located in Texas, does your state favor resident bidders (bidders in your state) by some dollar increment or percentage?	N/A
19	Reciprocal Information 3	If Yes, What is the dollar increment or percentage?	N/A
20	MWBE 1	Is your company M/WBE or HUB certified?	No
21	MWBE 2	If yes, what is your certification number?	
22	MWBE 3	If yes, what agency completed the certification?	
23	MWBE 4	If yes, what is the expiration date of your certification?	
24	Notification	How did you hear about this bid opportunity?	e-pro
25	Plan Room - Other	If yes for a plan room or other, please list which plan room or other means of notification.	
26	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
27	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

Line Items

#	Qty	UOM	Description	Response
1	870	Lots	Mowing, trimming/weedeating of vacant residential lots priced on a per lot basis. Includes mowing, trimming/weedeating of alley or easement to the midline of said alley or easement from 12 inches in height and above.	\$33.00
Item Notes:				
Supplier Notes:				
2	640	EA	Same as item 1, except with a house on the lot, priced on a per lot basis. Includes mowing, trimming/weedeating of alley or easement to the midline of said alley or easement from 12 inches in height and above.	\$30.00
Item Notes:				
Supplier Notes:				
3	18	EA	Mowing, trimming of property in excess of one (1) acre (43,560 sq. ft.) priced on a per acre basis from 12 inches in height and above, and the removal of any and all loose blowing trash before being mowed and after if trash still exists.	\$80.00
Item Notes:				
Supplier Notes:				
4	75	Lots	The mowing, trimming/weedeating of an alley or easement to the midline of said alley or easement from 12 inches in height and above.	\$15.00
Item Notes:				
Supplier Notes:				
5	322	Loads	The hauling of trash, debris, and rubbish shall be bid on a per load (6 foot x 16 foot x 4 foot utility trailer) basis and is to include: labor, vehicle, machinery and disposal cost. Contractor must provide disposal ticket from landfill along with his invoice. Loads may be divided into ¼ (quarter) loads and charges assessed accordingly.	\$65.00
Item Notes:				
Supplier Notes:				
6	750	Hours	Per hour charge for miscellaneous cleaning of trash, debris, rubbish, mowing or weedeating between rights-of-way/easements and private property lines. No additional charges shall apply unless approved by Contract Manager or his designee.	\$25.00
Item Notes:				
Supplier Notes:				

7	153	Lots	The cutting of overhanging tree limbs, bushes or any other vegetation that is considered an encroachment, priced on a per lot basis. Excess limbs from cuttings are to be disposed of by contractor according to item #5 hauling of trash, debris and rubbish.	\$50.00
Item Notes:				
Supplier Notes:				
8	100	EA	The securement of windows in both residential and commercial structures on a per window basis. Opening securement materials to be plywood and attached with screws.	\$20.00
Item Notes:				
Supplier Notes:				
9	20	EA	The securement of Doors in both residential and commercial structures on a per Door basis. Opening securement materials to be plywood and attached with screws.	\$25.00
Item Notes:				
Supplier Notes:				
10	5	EA	The securement of Garage Doors in both residential and commercial structures on a per Garage Door basis. Opening securement materials to be plywood and attached with screws.	\$75.00
Item Notes:				
Supplier Notes:				
11	12	Lots	Pumping of swimming pools on a per lot charge that includes labor hours. All excess water to be disposed of in the sanitary sewer on the particular lot.	\$120.00
Item Notes:				
Supplier Notes:				
12	10	Lots	Pumping of hot tubs and spas on a per lot charge that includes labor hours. All excess water to be disposed of in the sanitary sewer on the particular lot.	\$60.00
Item Notes:				
Supplier Notes:				
13	200	EA	Dilapidated fence removal on a per fence section cost to include labor and dumping charges. Average size 6 foot section.	\$35.00
** Unit price is the cost to remove and haul 1 six foot section of fence **				
Item Notes:				
Supplier Notes:				

14	10	Lots	Remove graffiti from fences, concrete and/or houses. Removal technique depends on material.	\$100.00
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Item Notes:

Supplier Notes:

Response Total:	\$110,720.00
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LANCASTER CITY COUNCIL

Agenda Communication

June 9, 2014

Item 6

Consider a Resolution awarding RFP 2014-161 for an annual contract for Litter removal services within City of Lancaster specified rights-of-way and street medians to Good Earth Corporation.

This request supports the City Council 2013-2014 Policy Agenda.

Goal: Healthy, Safe & Vibrant Neighborhoods

Background

In March 2014, the City of Lancaster entered into a temporary contract for daily litter removal on specified rights-of-way and medians which expired May 31, 2014.

Considerations

- **Operational** – The Streets and Stormwater Division of the Public Works Department will administer the contract. This contract includes daily litter removal from seven specified arterial streets and medians and an on call provision for large debris removal.
- **Legal** – This bid was processed in accordance with all local and state purchasing statutes. Four bids were received and one of the vendors is certified M/WBE. The three lowest, qualified bids were given priority consideration. The contract is awarded for an initial eighteen (18) month period with the option to renew for four one year periods. Pricing shall remain firm for the first year and the vendor will have an option to request an increase based on the Dallas/Fort Worth Consumer Price Index (CPI-U).

Year 1: July 1, 2014 to December 31, 2015

Optional -Year 2: January 1, 2016 to December 31, 2016

Optional -Year 3: January 1, 2017 to December 31, 2017

Optional -Year 4: January 1, 2018 to December 31, 2018

Optional -Year 5: January 1, 2019 to December 31, 2019

- **Financial** – Funding for this contract is approved in the current year's budget. Funds will be committed at the time of invoice payment from the contractor. The contract total is \$76,153.00.

- **Public Information** – Bids were advertised in the Focus Daily News the weeks of May 2 and May 9, 2014. Bids were posted on the City's electronic procurement system. A pre-bid meeting was held on May 12, 2014 and bids were opened on May 16, 2014.

Options/Alternatives

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

Recommendation

Staff recommends awarding the bid to the lowest, qualified bidder: Good Earth Corporation.

Attachments

- Resolution
 - Contract
-

Submitted by:

Dawn Berry, Purchasing Agent

Rona Stringfellow, Assistant City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, AWARDED RFP 2014-161 ANNUAL CONTRACT FOR LITTER REMOVAL SERVICES ON SPECIFIED RIGHTS OF WAYS AND MEDIANS TO GOOD EARTH CORPORATION; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENTS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lancaster has been presented with a proposed Agreement between the City of Lancaster and Good Earth Corporation (the "Agreement") for litter removal services for rights of ways and medians;

WHEREAS, upon full review and consideration of the Agreement and all matters related thereto, the City Council is of the opinion and finds that the terms and conditions thereof should be approved, and that the City Manager should be authorized to execute the Agreement on behalf of the City of Lancaster, Texas;

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

SECTION 1. That the City Council hereby approves and authorizes the contracting of mowing services as described in RFP 2014-161 to Good Earth Corporation pursuant to the bid proposal acknowledgement, attached hereto and incorporated herein by reference as: Exhibit "A" – 2014 Litter Removal Contract.

SECTION 2. That the City Manager of the City of Lancaster, Texas is hereby authorized to execute the contract in substantial compliance as depicted in Exhibit "A".

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 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 9th day of June 2014.

ATTEST:

Sorangel O. Arenas, City Secretary

APPROVED:

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

AGREEMENT FOR LITTER REMOVAL

This agreement (“Agreement”) is made by and between the City of Lancaster, Texas (“City”) and Good Earth Corporation (“Contractor”) acting by and through their authorized representatives.

Recitals:

WHEREAS, the City desires to obtain litter removal services from Contractor in accordance with the bid specifications attached hereto as Exhibit “A” (“Specifications”); and

WHEREAS, Contractor desires to provide services to City in accordance with its Response to Specifications attached hereto as Exhibit “A”;

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

Article I
Term

The term of this Agreement shall begin on July 1, 2014 (the “Effective Date”) and continue until the last day of December, 2015, unless earlier terminated as provided herein (the “Initial Term”). City maintains the right to renew this Agreement for up to four (4) additional renewal terms of one (1) year at the City’s sole discretion, the first renewal term beginning on January 1, 2016. The City may exercise its right to renew this Agreement by providing the Contractor written notice thereof thirty (30) days prior to the expiration of the Initial Term or renewal term, as the case may be. Renewal terms must be approved by both parties. If the Contractor chooses not to renew the agreement, written termination notice must be provided to the City ninety (90) days prior to the termination date via certified mail.

Article II
Contract Documents

Every provision of the documents below is incorporated into this Agreement by reference. The documents referenced below are in descending order of precedence. Any conflict between or among any of the documents shall be resolved in favor of the document with higher precedence.

- A. This Agreement;
- B. City’s Request for RFP # 2014-161 (“Specifications”); and

Article III
Scope of Services

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

Article IV Schedule of Work

Contractor agrees to commence Services upon execution of this Agreement and to complete the required Services in accordance with the schedules and at the times and locations provided by the City as set forth in Exhibit "A".

Article V Compensation and Method of Payment

5.1 Charges. City shall compensate Contractor for the Services, including all labor, materials, equipment and supplies as provided in Exhibit "A." The total compensation to Contractor shall not exceed **\$76,153.00** during the Initial Term under this Agreement. Any price increase after the initial term must be justified and documentation must be submitted; such increases may not exceed the current Consumer Price Index (U) for the DFW Region. Contractor shall provide the City with written invoices on a monthly basis describing the work and Services performed as provided in Exhibit "A." Upon approval, City shall compensate Contractor as provided herein and in Exhibit "A" with the payment term being net 30 days after the date the City is delivered a written invoice for Services completed. Notwithstanding any of its other provisions, this Agreement is subject to appropriation of funds by the Lancaster City Council and shall be automatically terminated in any fiscal year for which adequate funding is not appropriated.

5.2 Additional Work. Litter removal of lots and/or areas other than set forth in Exhibit "A", when requested in writing by the City, shall be charged at shall be charged at the rate indicated on the "Line Items" page of Contractor's Response.

Article VI SUSPENSION OF WORK

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

Article VII Devotion of Time; Personnel; and Equipment

7.1 The Contractor shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should the City require additional services not included under this Agreement, the Contractor shall make reasonable effort to provide such

additional services at mutually agreed charges or rates, and within the time schedule prescribed by the City; and without decreasing the effectiveness of the performance of services required under this Agreement.

7.2 To the extent reasonably necessary for the Contractor to perform the services under this Agreement, the Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Contractor may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by the Contractor.

7.3 The Contractor shall furnish the facilities, equipment, telephones, facsimile machines, email facilities, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

7.4 Time is and shall be of the essence in the performance of this Agreement as written.

Article VIII Termination

This Agreement may be terminated by:

- (a) by mutual written agreement of the parties;
- (b) immediately by City, if Contractor defaults or breaches any of the terms or conditions of this Agreement;
- (c) by either party, upon thirty (30) days prior to written notice. Should Contractor terminate this Agreement under this provision, Contractor shall further state the reason(s) for termination in its written notice;
- (d) by City, if Contractor suffers an Event of Bankruptcy or Insolvency; or “Event of Bankruptcy” shall mean the dissolution or termination (other than a dissolution or termination by reason of Contractor merging with an affiliate of Contractor) of Contractor’s existence as a going business, insolvency, appointment of receiver for any part of Contractor’s property and such appointment is not terminated within ninety (90) business days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Contractor and in the event such proceeding is not voluntarily commenced by the Contractor, such proceeding is not dismissed within ninety (90) business days after the filing thereof;
- (e) by City, if City fails to budget and appropriate funds for payment of the obligations hereunder for the then ensuing fiscal year.

Article IX Insurance

9.1 Contractor shall during the term hereof maintain in full force and effect insurance with complies with the Specifications and contains, at a minimum: (1) a policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Contractor's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000 Dollars per occurrence for injury to persons (including death), and for property damage; (2) policy of automobile liability insurance covering any vehicles owned and/or operated by Contractor, its officers, agents, and employees, and used in the performance of this Agreement; and (3) statutory Worker's Compensation Insurance covering all of Contractor's employees involved in the provision of services under this Agreement.

9.2 All insurance and certificate(s) of insurance shall contain the following provisions: (1) name the City, its officers, agents and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance; (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

9.3 All insurance companies providing the required insurance shall either be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service, or approved by the City Risk Manager. (d) A certificate of insurance evidencing the required insurance shall be submitted to the City prior to commencement of services.

Article X Indemnification

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

In any and all claims against any party indemnified hereunder by any employee of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under workman's compensation or other employee benefit acts.

XI Miscellaneous

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

11.2 Assignment. Contractor may not assign this Agreement in whole or in part without the prior written consent of City. In the event of an assignment by Contractor to which City has consented, the assignee shall agree in writing with City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

11.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

11.4 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said Court.

11.5 Amendments. This Agreement may be amended by the mutual written agreement of the parties.

11.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

11.7 Independent Contractor. It is understood and agreed by and between the parties that Contractor, in satisfying the conditions of this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent Contractor, and not as an agent or employee of City. Contractor shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

11.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified

below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City:

City of Lancaster, Texas.
Attn: City Manager
P.O. Box 940
Lancaster, Texas 75146
orobertson@lanaster-tx.com
Facsimile: 972-218-3621

with copy to:

Robert E. Hager
Nichols, Jackson, Dillard, Hager &
Smith, L.L.P.
500 N. Akard, 1800 Lincoln Plaza
Dallas, Texas 75201
rhager@njdhs.com
Facsimile: 214-965-0010

If intended for Contractor:

Good Earth Corporation
Attn: _____
8020 Heinen Drive
Dallas, Texas 75227
Facsimile: 214-381-9315

11.9 Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

11.10 Exhibits and Recitals. The exhibits attached hereto and the Recitals are incorporated herein and made a part hereof for all purposes.

11.11 Audits and Records. Contractor agrees that during the term hereof, City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of the Contractor's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by City or date of termination if sooner.

11.12 Conflicts of Interests. The Contractor represents that no official or employee of City has any direct or indirect pecuniary interest in this Agreement.

11.13 Warranty. The Contractor warrants to the City that all labor furnished to perform the work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that the work will be performed in a good and workmanlike manner and at least in accordance with industry standards, and that the work will be of good quality, free from faults and defects and in strict conformance with this contract. All work not conforming to these requirements may be considered defective.

11.14 Warning Devices and Barricades. The Contractor shall furnish and maintain such warning devices, barricades, lights, signs, and other devices as may be necessary or appropriate or required by the City to protect persons or property in, near or adjacent to the jobsite. The contractor shall comply with all applicable Federal, State, and Local Laws regarding occupational safety and health as well as providing protection of the environment. This shall include but not be limited to compliance with U.S. Department of Labor-Occupational Safety and Health Administration (OSHA), and U.S. Environmental Protection Agency (EPA) guidelines and regulations. No separate compensation shall be paid to the Contractor for such measures.

(Signature page to follow)

EXECUTED this _____ day of _____, 2014.

CITY OF LANCASTER

By: _____
OPAL MAULDIN ROBERTSON,
CITY MANAGER

ATTEST

SORANGEL O. ARENAS, CITY SECRETARY

EXECUTED this _____ day of _____, 2014.

GOOD EARTH CORPORATION

By: _____
Signature of Authorized Officer

Name: _____
Print Name

Title: _____

**EXHIBIT “A”
SPECIFICATIONS**

1. City’s Request for Bid # 2014-161.

SPECIFICATIONS

The City of Lancaster is seeking sealed bids for litter removal services. The service includes trash pick up and removal from the main roadways with the city limits of Lancaster. The successful bidder shall perform these services in accordance with specifications and the project manager's directions.

AWARD

1. The bid will be awarded in its entirety to one vendor.

AUDIT

1. 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.

CHANGE ORDERS

1. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the city of Lancaster.

CONTRACT DOCUMENTS AND BONDS

1. The Contract and performance bond forms are included for Bidders information so that Bidder may be familiar with their content and requirements. Bidders shall not fill in or execute these forms at the time of bid submittal.
2. A bid bond or certified check in the amount of \$2,500 must be submitted at time of bid submission. The required bid security shall serve as a guarantee that the successful bidder will enter into a contract and execute any additional bond and guarantee forms provided within ten (10) days after notice of award of contract.

CONTRACTOR OPERATIONS

1. Contractor will operate as an independent contractor and not as an agent, representative, partner or employee of the City of Lancaster, and shall control his operations at the work site, and be solely responsible for the acts or omissions of his employees.
2. Contractor and employees will be courteous to the public at all times while at the work site.
3. All contractors' vehicles and equipment shall have the business name and phone number printed on both sides.
4. Contractor must provide a valid telephone or cell phone number and address at all times to the specified "City Representative." The telephone or cell phone must be answered during normal working hours or voice mail must be available to take a message.
5. All wages, taxes, and workman's compensation of all contract employees shall be paid by the Contractor.

CONTRACTOR RESPONSIBILITIES

1. **Full Time Litter Removal.** Contractor must be engaged in the business of Litter Removal on a full time basis.
2. **Permits and Licenses.** Contractor shall obtain and pay for any and all permits and licenses required to fulfill this contract.
3. **Communication.** Contractor shall provide an answering service, telephone answering machine, fax machine, cell phone, etc. to enable prompt communications. The contractor or his designate shall respond to communication requests from the Project Manager or their designate, within two (2) hours during the normal working hours of 7:00 am – 4:00 pm, Monday through Friday.

4. **Hazardous Conditions/Damage.** Contractor is required to notify the Project Manager immediately of any hazardous conditions and/or damaged city property. Contractor is responsible for any damage done to plant material or other property as a result of operations.
5. **Supervision.** Contractor shall provide supervision of all work crews at all times. Personal supervision is not required provided that communication equipment or other means are provided that enable the work crew to communicate with the Contractor at all times. Each work crew shall have a designated person on the work site that has the authority to respond to inquiries about work details or priorities.
6. **No Discrimination.** As a condition of this contract, Contractor covenants and agrees that it will take all necessary actions to ensure, in connection with any work under this contract, that Contractor, its associates and employees, will not discriminate in its treatment or employment of any individuals on the grounds of race, color, religion, national origin, age, sex, or physical handicap unrelated to job performance, either directly or through contractual or other arrangements. In this regard, Contractor shall keep, retain and safeguard, all records relating to this contract for work performed hereunder for a minimum period of two (2) years from final contract completion, with full access allowed to authorized representatives of the city upon request, for purposes of evaluating compliance with this and other provisions of the contract.
7. **Project Manager.** Contractor shall work closely with the Project Manager. The Project Administrator is the city department's representative responsible for the mowing and litter removal and that monitors the Contractor's performance for that section which includes seeing that the work is conducted in a safe manner, inspection of completed work and the administration of the contract for that section.
8. **Pay For Work Completed.** Contractor will only be paid for the work actually completed to the Project Manager's satisfaction.
9. **Inclement Weather.** It is the responsibility of the Contractor to notify the Project Manager when unable to complete the work under the current condition and state when the completion can be expected.
10. **Safety Devices/Dress.** Contractor and employees shall wear and/or display warning devices in accordance with Texas Department of Transportation Traffic Standards (warning signs, safety vest, flashers, flags, strobe lights, etc.) in order to ensure both the employee and public safety. Contractor and his employees shall dress and remain dressed in a presentable fashion due to high public visibility of these employees.
11. **Equipment Operation Safety.** Contractor shall comply with equipment manufacturer's operating and safety instructions.
12. **Unsafe Practices Not Permitted.** Contractor will not permit unsafe practices. Examples of unsafe practices include but are not limited to: using inappropriate equipment for the job, traveling with an operator sitting in the back of a pickup truck with the tailgate lowered. Unsafe practices will be grounds for termination of the contract.

EXAMINATION OF SITE AND CONDITIONS

1. Before submitting bid, the bidder should:
 - a. Carefully examine the specifications and the contract document including the Bid Form.
 - b. Fully inform oneself of existing conditions and limitations.
 - c. Visit the site of work. Determine routes of ingress and egress for completing the entire project.
 - d. Include in the bid, sums sufficient to cover all work required by the specifications.
 - e. Be responsible for acquiring any clarifications of bid items necessary to complete the bid.
 - f. The bidder must rely entirely upon his own examination, measurements and experience in submitting bid.

LAWS AND ORDINANCES

1. The Contractor shall at all times observe and comply with all Federal, State, and local laws, ordinances and regulations which in any manner affect the Contract or the work.

MINIMUM QUALIFICATIONS OF BIDDER

1. The bidder shall submit such evidence as the city may be required to establish his financial responsibility, experience, satisfactory work history at a comparable job site, possession and demonstration of such equipment as may be needed to perform the work in an expeditious, safe and satisfactory manner. The city has the right to inspect all equipment which will be dedicated for use on this contract prior to award of the bid. During inspection the Contractor must have all equipment which will be dedicated to the contract on hand or have original receipt of purchase or lease to show ownership.

LITTER REMOVAL REQUIREMENTS

1. **TIMELINESS.** Contractor shall employ sufficient personnel and equipment to ensure all authorized mowing or cleaning of land is finished within **two (2) days of scheduled cycle**. In the event of inclement weather, Contractor may be allotted additional time. If Contractor does not meet prescribed time provisions on any authorized work or scheduled cycle, the Project Administrator shall have the authority to reclaim and reissue the work to another contractor. If Contractor has a backlog of scheduled mowing and trimming to accomplish, the city reserves the right to assign any work to another contractor. (See PENALTIES and BONUSES)
2. **REWORK.** Any property which is not cleaned to the satisfaction of the Project Manager shall be redone at the contractor's expense.

PENALTIES

1. If the Contractor fails to perform per the specifications, a penalty may be accessed according to the following procedure:
 - a. If the Contractor fails to meet the requirements of this specification, he will be notified by email.
 - b. From the time of the email notification, the Contractor has twenty-four (24) hours to perform the needed work.
 - c. At the end of twenty-four (24) hour grace period, the area(s) in question will be inspected. If the work has not been done, a penalty may be assessed from that time until the work is completed.
 - d. The payment of the penalty by the Contractor will be in the form of deductions from invoices presented to the City for payment of work completed by the Contractor.
 - e. The following schedule of penalties shall apply: **\$100 per calendar day per incident.**

SUBMISSION REQUIREMENTS

1. In order to participate, vendors must first register as a vendor with the City's E-Procurement System. Once registered, vendors can log in and submit responses electronically. To register, view current bids, or participate in a bid, please visit: www.lancaster-tx.com/bids.

WORK SCHEDULES

1. The schedule of work shall be 7 AM to 4 PM, Monday through Saturday.

SPECIFICATIONS

1. It is the intent of this specification to describe the performance requirements to a contractor for the following and perform relevant grounds maintenance and clear site obstructions for medians, and, Rights-of-way.

2. All collected debris shall be removed from site at the end of the work day and disposed of legally. All fees and charges incurred to dump litter at an approved site shall be the sole responsibility of the Contractor.
3. It is also the intent under this specification that the Contractor shall provide a complete and professional job on each assignment.
4. All work will be done according to a schedule.

DEFINITIONS

1. **Rights-of-Way** shall mean the area extending from the right or left of the center line of the road bed or paved surface to the nearest property line; that includes, but not limited to curbs, sidewalks, walkways, drainage ditches, drainage basins and any other area owned, dedicated, used or reserved for public use; including drainage easements that are connected to drainage basins.
2. **Median** shall mean the center island of the listed streets from curb line to curb line plus all traffic triangles, where they exist, on sides of the intersections.
3. **Shrub Beds** shall mean any purposefully planted domestic, ornamental plant growth.
4. **Cleaning** shall mean removal of all debris from curbs, gutters, sidewalks and other paving.

City of Lancaster, Texas (Streets / Storm Water) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Dawn Berry Purchasing Agent	Address	PO Box 940	Address
Email	dberry@lanaster-tx.com		Lancaster, TX 75146	
Phone	(972) 218-1329	Contact	Dawn Berry	Contact
Fax	(972) 218-3621		Purchasing Agent	
			Purchasing	Department
Bid Number	2014-161	Department		Building
Title	Litter Removal Services	Building		
Bid Type	RFP			Floor/Room
Issue Date	05/02/2014	Floor/Room		Telephone
Close Date	5/16/2014 4:00:00 PM CT	Telephone	(972) 218-1329	Fax
Need by Date		Fax	(972) 218-3621	Email
		Email	dberry@lanaster-tx.com	

Supplier Information

Company Good Earth Corporation
 Address 8020 Heinen Drive

 Dallas, TX 75227

 Contact
 Department
 Building
 Floor/Room
 Telephone 1 (214) 3815899
 Fax 1 (214) 3819315
 Email
 Submitted 5/16/2014 12:28:59 PM CT
 Total \$970.00

Signature _____

Supplier Notes

Bid Notes

Bid Activities

Date	Name	Description
5/2/2014 8:00:00 AM	Week 1	Week 1 Advertisement - Focus News
5/9/2014 8:00:00 AM	Week 2	Week 2 Advertisement - Focus News
5/12/2014 10:00:00 AM	Pre-Bid Meeting	A pre-bid meeting will be held at: City Hall Council Chambers 211 N. Henry Lancaster, TX 75146

5/16/2014 4:00:00 PM	Due Date
5/28/2014 5:00:00 PM	Agenda Due Date
6/9/2014 7:00:00 PM	Council Approval

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Questions	All questions shall be addressed to Dawn Berry, Purchasing Agent via email at purchasing@lancaster-tx.com.	Agree
2	Bid Bond	A bid bond in the amount of 5% is required for this project. Please scan and attach a copy to this bid. The original must be received prior to the opening date and time. Delivery by Mail:: City of Lancaster - Attn: Purchasing - PO Box 940, Lancaster, TX 75146. Delivery by Express or in Person: City of Lancaster - Attn: Purchasing - 211 N. Henry, Lancaster, TX 75146 A Sample form is attached.	Understood
3	Performance Bond	A performance bond in the amount of 100% of the contract amount will be required from the awarded vendor. A sample document is attached and must be used by issuing bonding agent.	Understood
4	One Year - 2 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. The first year will be extended by six months to bring the mowing bid in cycle with the growing season. Year 1: July 1, 2014 to December 31, 2015 Year 2: January 1, 2016 to December 31, 2016 Year 3: January 1, 2017 to December 31, 2017 Year 4: January 1, 2018 to December 31, 2018 Year 5: January 1, 2019 to December 31, 2018	Agree
5	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
6	T&C Acknowledgement	I have read and agree to the terms and conditions of this bid.	Agreed

7	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
8	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
9	County	What county is your principal place of business located?	Dallas
10	Payment Terms	1. The City of Lancaster's payment terms are Net 30.	(No Response Required)
11	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
12	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
13	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
14	NEPOTISM STATEMENT	The Bidder, Proposer, or any officer, shall state whether Bidder or Proposer has a relationship, either by blood or marriage, with any official or employee of the City of Lancaster.	Not Related
15	Immigration	Employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the US) and aliens authorized to work in the US. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.	(No Response Required)
16	MWBE 1	Is your company M/WBE or HUB certified?	No
17	MWBE 2	If yes, what is your certification number?	
18	MWBE 3	If yes, what agency completed the certification?	
19	MWBE 4	If yes, what is the expiration date of your certification?	
20	Notification	How did you hear about this bid opportunity?	e-pro
21	Plan Room - Other	If yes for a plan room or other, please list which plan room or other means of notification.	

22	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
23	Insurance	Vendor shall provide insurance as listed in the insurance requirements attached.	Understood
24	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)
25	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)
26	Laws and ordenances	The Contractor shall at all times observe and comply with all Federal, State, and local laws, ordinances and regulations which in any manner affect the Contract or the work.	Understood
27	Payment Terms	The City of Lancaster's payment terms are Net 30.	Agreed
28	Change Orders	No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the city of Lancaster.	Agreed
29	MODIFICATION OF A SUBMITTED BID / PROPOSALS	A proposer may modify a response electronically by logging into the e-procurement system and retracting their bid. Changes can be made up to the closing date and time. It is the vendor's responsibility to save any changes and re-submit their response.	Understood
30	AWARD OF CONTRACT	The contractor shall not commence work under these terms and conditions of the contract until all applicable Certificates of Insurance, Performance and Payment Bonds and have been approved by the City of Lancaster and he/she has received notice to proceed in writing and an executed copy of the contract from the City of Lancaster.	Agreed
31	Deviation	<p>DEVIATIONS: In the event, you the Proposer, intend to deviate from the general terms, conditions, special conditions, specifications, or other information attached hereto, all such deviations must be detailed and uploaded in the RESPONSE ATTACHMENTS section of the e-pro system with the description DEVIATION.</p> <p>NO DEVIATIONS: In the absence of any deviation, Proposer assures the City of Lancaster's compliance with the Terms, Conditions, Specifications, and information contained in this RFP.</p>	None

32 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. Agreed

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.

Line Items

#	Qty	UOM	Description	Response
1	1	Week	Litter Removal Services: Pleasant Run From I-35 to Dallas Avenue	\$210.00
Item Notes: Service is provided five days per week				
Supplier Notes:				
2	1	Week	Litter Removal Services: Beltline From I-35 to Dallas Avenue	\$225.00
Item Notes: Service is provided five days per week				
Supplier Notes:				
3	1	Week	Litter Removal Services: Bear Creek From I-35 to Dallas Avenue	\$110.00
Item Notes: Service is provided twice per week.				
Supplier Notes:				
4	1	Week	Litter Removal Services Wintergreen Road From I-35 to Dallas Avenue	\$125.00
Item Notes: Service is provided twice per week.				
Supplier Notes:				
5	1	Week	Litter Removal Services: Houston School Rd from I20 to Pleasant Run	\$95.00
Item Notes: Service is provided twice per week.				
Supplier Notes:				
6	1	Week	Litter Removal Services: Jefferson from Wintergreen to 2nd Avenue E.	\$65.00
Item Notes: Service is provided twice per week.				
Supplier Notes:				
7	1	Week	Litter Removal Services: Dallas Avenue from Cedardale to Pleasant Run	\$110.00
Item Notes: Service is provided twice per week.				
Supplier Notes:				
8	1	EA	Litter Removal Services: On Call	\$30.00
Item Notes: Price per cubic yard. Landfill tickets (copies) must be submitted with invoice.				
Supplier Notes:				

Response Total:

\$970.00

LANCASTER CITY COUNCIL

Agenda Communication

June 9, 2014

Item 7

Consider a Resolution awarding RFP 2014-159 for an annual contract for mowing services including Lancaster Regional Airport property, specified rights-of-way, street medians, HMGP acquired City owned lots, and drainage areas to JBa Land Management LLC.

This request supports the City Council 2013-2014 Policy Agenda.

Goal: Healthy, Safe & Vibrant Neighborhoods

Background

The contract for mowing services for rights-of-way, designated city owned lots and drainage areas expired May 31, 2014. This contract addresses mowing services for the Lancaster Regional Airport property, specified rights-of-way, street medians and HMGP acquired City owned lots.

Considerations

- **Operational** – The Stormwater Division of the Public Works Department will administer the contract.
- **Legal** – This bid was processed in accordance with all local and state purchasing statutes. Four bids were received. The recommended vendor is certified M/WBE. The three lowest qualified bids were given priority consideration. The initial contract term will be for an eighteen (18) month period with the option to renew for four one year periods. Pricing shall remain firm for the first year and the vendor will have an option to request an increase based on the Dallas/Fort Worth Consumer Price Index (CPI-U).

Year 1: July 1, 2014 to December 31, 2015

Optional - Year 2: January 1, 2016 to December 31, 2016

Optional - Year 3: January 1, 2017 to December 31, 2017

Optional - Year 4: January 1, 2018 to December 31, 2018

Optional - Year 5: January 1, 2019 to December 31, 2019

- **Financial** – Funding for this contract is approved in the current year's budget. Funds will be committed at the time of invoice. The contract total is \$452,566.00.

- **Public Information** – Bids were advertised in the Focus Daily News the weeks of April 18 and 25, 2014. Bids were posted on the City's electronic procurement system. A pre-bid meeting was held on May 1, 2014 and bids were opened on May 9, 2014.

Options/Alternatives

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

Recommendation

Staff recommends awarding the bid to the lowest, qualified bidder JBa Land Management LLC.

Attachments

- Resolution
 - Contract
-

Submitted by:

Dawn Berry, Purchasing Agent

Rona Stringfellow, Assistant City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, AWARDED RFP 2014-159 ANNUAL CONTRACT FOR MOWING SERVICES (ROW'S, MEDIANS, & AIRPORT PROPERTY) TO JBA LAND MANAGEMENT LLC.; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENTS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lancaster has determined, after due consideration that it is in the best interest of the City of Lancaster to award the contract for mowing services to JBa Land Management LLC.

WHEREAS, the City of Lancaster shall fund this Agreement and shall provide payment upon the delivery and acceptance of invoices for mowing services to City of Lancaster representatives, as outlined in the Agreements.

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

SECTION 1. That the City Council hereby approves and authorizes the contracting of mowing services as described in RFP 2014-159 to JBa Land Management LLC. pursuant to the bid proposal acknowledgement, attached hereto and incorporated herein by reference as: Exhibit "A" – 2014 Mowing Contract.

SECTION 2. That the City Manager of the City of Lancaster, Texas is hereby authorized to execute the contract in substantial compliance as depicted in Exhibit "A".

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 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 9th day of June 2014.

ATTEST:

Sorangel O. Arenas, City Secretary

APPROVED:

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

AGREEMENT FOR MOWING SERVICES

This agreement (“Agreement”) is made by and between the City of Lancaster, Texas (“City”) and JBa Land Management, LLC (“Contractor”) acting by and through their authorized representatives.

Recitals:

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

WHEREAS, Contractor desires to provide services to City in accordance with its Response to Specifications attached hereto as Exhibit “A”;

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

Article I
Term

The term of this Agreement shall begin on July 1, 2014 (the “Effective Date”) and continue until the last day of December, 2015, unless earlier terminated as provided herein (the “Initial Term”). City maintains the right to renew this Agreement for up to four (4) additional renewal terms of one (1) year at the City’s sole discretion, the first renewal term beginning on January 1, 2016. The City may exercise its right to renew this Agreement by providing the Contractor written notice thereof thirty (30) days prior to the expiration of the Initial Term or renewal term, as the case may be. Renewal terms must be approved by both parties. If the Contractor chooses not to renew the agreement, written termination notice must be provided to the City ninety (90) days prior to the termination date via certified mail.

Article II
Contract Documents

Every provision of the documents below is incorporated into this Agreement by reference. The documents referenced below are in descending order of precedence. Any conflict between or among any of the documents shall be resolved in favor of the document with higher precedence.

- A. This Agreement;
- B. City’s Request for RFP # 2014-159 (“Specifications”); and

Article III Scope of Services

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

Article IV Schedule of Work

Contractor agrees to commence Services upon the Effective Date of this Agreement and to complete the required Services in accordance with the schedules and at the times and locations provided by the City as set forth in Exhibit "A".

Article V Compensation and Method of Payment

5.1 Charges. City shall compensate Contractor for the Services, including all labor, materials, equipment and supplies as provided in Exhibit "A." The total compensation to Contractor shall not exceed **\$452,566.00** during the Initial Term under this Agreement. Any price increase after the initial term must be justified and documentation must be submitted; such increases may not exceed the current Consumer Price Index (U) for the DFW Region. Contractor shall provide the City with written invoices on a monthly basis describing the work and Services performed as provided in Exhibit "A." Upon approval, City shall compensate Contractor as provided herein and in Exhibit "A" with the payment term being net 30 days after the date the City is delivered a written invoice for Services completed. Notwithstanding any of its other provisions, this Agreement is subject to appropriation of funds by the Lancaster City Council and shall be automatically terminated in any fiscal year for which adequate funding is not appropriated.

5.2 Additional Work. Mowing and maintenance of lots and/or areas other than set forth in Exhibit "A", when requested in writing by the City, shall be charged at the rate shall be charged at the rate indicated on the "Line Items" page of Contractor's Response.

Article VI SUSPENSION OF WORK

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

Article VII Devotion of Time; Personnel; and Equipment

7.1 The Contractor shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should the City require additional services not included under this Agreement, the Contractor shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by the City; and without decreasing the effectiveness of the performance of services required under this Agreement.

7.2 To the extent reasonably necessary for the Contractor to perform the services under this Agreement, the Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Contractor may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by the Contractor.

7.3 The Contractor shall furnish the facilities, equipment, telephones, facsimile machines, email facilities, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

7.4 Time is and shall be of the essence in the performance of this Agreement as written.

Article VIII Termination

This Agreement may be terminated by:

- (a) by mutual written agreement of the parties;
- (b) immediately by City, if Contractor defaults or breaches any of the terms or conditions of this Agreement;
- (c) by either party, upon thirty (30) days prior to written notice. Should Contractor terminate this Agreement under this provision, Contractor shall further state the reason(s) for termination in its written notice;
- (d) by City, if Contractor suffers an Event of Bankruptcy or Insolvency; or “Event of Bankruptcy” shall mean the dissolution or termination (other than a dissolution or termination by reason of Contractor merging with an affiliate of Contractor) of Contractor’s existence as a going business, insolvency, appointment of receiver for any part of Contractor’s property and such appointment is not terminated within ninety (90) business days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Contractor and in the event such proceeding is not voluntarily commenced by the Contractor, such proceeding is not dismissed within ninety (90) business days after the filing thereof;

- (e) by City, if City fails to budget and appropriate funds for payment of the obligations hereunder for the then ensuing fiscal year.

Article IX Insurance

9.1 Contractor shall during the term hereof maintain in full force and effect insurance with complies with the Specifications and contains, at a minimum: (1) a policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Contractor's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000 Dollars per occurrence for injury to persons (including death), and for property damage; (2) policy of automobile liability insurance covering any vehicles owned and/or operated by Contractor, its officers, agents, and employees, and used in the performance of this Agreement; and (3) statutory Worker's Compensation Insurance covering all of Contractor's employees involved in the provision of services under this Agreement.

9.2 All insurance and certificate(s) of insurance shall contain the following provisions: (1) name the City, its officers, agents and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance; (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

9.3 All insurance companies providing the required insurance shall either be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service, or approved by the City Risk Manager. (d) A certificate of insurance evidencing the required insurance shall be submitted to the City prior to commencement of services.

Article X Indemnification

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

CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT, AND CONTRACTOR WILL AT HIS OR HER OWN COST AND EXPENSE DEFEND AND PROTECT CITY FROM ANY AND ALL SUCH CLAIMS AND DEMANDS.

In any and all claims against any party indemnified hereunder by any employee of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under workman's compensation or other employee benefit acts.

XI Miscellaneous

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

11.2 Assignment. Contractor may not assign this Agreement in whole or in part without the prior written consent of City. In the event of an assignment by Contractor to which City has consented, the assignee shall agree in writing with City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

11.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

11.4 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said Court.

11.5 Amendments. This Agreement may be amended by the mutual written agreement of the parties.

11.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

11.7 Independent Contractor. It is understood and agreed by and between the parties that Contractor, in satisfying the conditions of this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent Contractor, and not as an agent or employee of City. Contractor shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

11.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City:

City of Lancaster, Texas.
Attn: City Manager
P.O. Box 940
Lancaster, Texas 75146
orobertson@lanaster-tx.com
Facsimile: 972-218-3621

with copy to:

Robert E. Hager
Nichols, Jackson, Dillard, Hager &
Smith, L.L.P.
500 N. Akard, 1800 Lincoln Plaza
Dallas, Texas 75201
rhager@njdhs.com
Facsimile: 214-965-0010

If intended for Contractor:

JBa Land Management
Attn: John Battle
10875 Jupiter Road
Dallas, Texas 75218
Facsimile: 214-660-1503

11.9 Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

11.10 Exhibits and Recitals. The exhibits attached hereto and the Recitals are incorporated herein and made a part hereof for all purposes.

11.11 Audits and Records. Contractor agrees that during the term hereof, City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of the Contractor's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by City or date of termination if sooner.

11.12 Conflicts of Interests. The Contractor represents that no official or employee of City has any direct or indirect pecuniary interest in this Agreement.

11.13 Warranty. The Contractor warrants to the City that all labor furnished to perform the work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that the work will be performed in a good and workmanlike manner and at least in accordance with industry standards, and that the work will

be of good quality, free from faults and defects and in strict conformance with this contract. All work not conforming to these requirements may be considered defective.

11.14 Warning Devices and Barricades. The Contractor shall furnish and maintain such warning devices, barricades, lights, signs, and other devices as may be necessary or appropriate or required by the City to protect persons or property in, near or adjacent to the jobsite. The contractor shall comply with all applicable Federal, State, and Local Laws regarding occupational safety and health as well as providing protection of the environment. This shall include but not be limited to compliance with U.S. Department of Labor-Occupational Safety and Health Administration (OSHA), and U.S. Environmental Protection Agency (EPA) guidelines and regulations. No separate compensation shall be paid to the Contractor for such measures.

11.15 Protection of Utilities. The Contractor shall use best efforts to leave undisturbed and uninterrupted all irrigation systems, utilities, and utility services provided to the job site or which presently exist at, above, or beneath the location where the work is to be performed. In the event that any irrigation system, utility, or utility service is disturbed or damaged during the progress of the work, the Contractor shall forthwith repair, remedy or restore the utility at Contractor's sole expense. The Contractor is responsible for an inspection of the site prior to commencing work on site to ensure that no damage is existing or will not occur when maintenance begins. If damage is noted or if probable damage will occur then it is the contractor's responsibility to notify the City of Lancaster representative so that the City of Lancaster can take action to correct and document the problem(s). The contractor is responsible for the replacement of all irrigation heads that are damaged by mowing with like equipment approved by the City of Lancaster.

(Signature page to follow)

EXECUTED this _____ day of _____, 2014.

CITY OF LANCASTER

By: _____
OPAL MAULDIN ROBERTSON,
CITY MANAGER

ATTEST

SORANGEL O. ARENAS, CITY SECRETARY

EXECUTED this _____ day of _____, 2014.

**JBA LAND MANAGEMENT, LLC
CONTRACTOR**

By: _____
Signature of Authorized Officer

Name: _____
Print Name

Title: _____

**EXHIBIT “A”
SPECIFICATIONS**

1. City’s Request for Bid # 2014-159.

SPECIFICATIONS

EXHIBIT A

The City of Lancaster is seeking sealed bids mowing services. The services include ROW's, medians, guardrails, headwalls, vacant lots, and the airport property. The successful bidder shall perform these services in accordance with specifications and the project manager's directions.

AWARD

1. The bid will be awarded in its entirety to one vendor. The only exception would be to split the airport mowing and award to two vendors.

AUDIT

1. 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.

CHANGE ORDERS

1. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the city of Lancaster.

CONTRACT DOCUMENTS AND BONDS

1. The Contract and performance bond forms are included for Bidders information so that Bidders may be familiar with their content and requirements. Bidders shall not fill in or execute these forms at the time of bid submittal.
2. A bid bond or certified check in the amount of \$2,500 must be submitted at time of bid submission. The required bid security shall serve as a guarantee that the successful bidder will enter into a contract and execute any additional bond and guarantee forms provided within ten (10) days after notice of award of contract.

CONTRACTOR OPERATIONS

1. Contractor will operate as an independent contractor and not as an agent, representative, partner or employee of the City of Lancaster, and shall control his operations at the work site, and be solely responsible for the acts or omissions of his employees.
2. Contractor and employees will be courteous to the public at all times while at the work site.
3. All contractors' vehicles and equipment shall have the business name and phone number printed on both sides.
4. Contractor must provide a valid telephone or cell phone number and address at all times to the specified "City Representative." The telephone or beeper must be answered during normal working hours or voice mail must be available to take a message.
5. All wages, taxes, and workman's compensation of all contract employees shall be paid by the Contractor.

CONTRACTOR RESPONSIBILITIES

1. **Full Time Mowing.** The Contractor must be a full time Mowing Contractor.
2. **Permits and Licenses.** Contractor shall obtain and pay for any and all permits and licenses required to fulfill this contract.
3. **Communication.** Contractor shall provide an answering service, telephone answering machine, fax machine, cell phone, etc. to enable prompt communications. The contractor or his designate shall respond to communications request from the Project Administrator or their designate, within two (2) hours during the normal working hours of 7:00 am – 4:00 pm, Monday through Friday.
4. **Hazardous Conditions/Damage.** Contractor is required to notify the Project Administrator immediately of any hazardous conditions and/or damaged city property. Contractor is

responsible for any damage done to plant material or other property as a result of mowing operations. He will be responsible for repair or replacement of all trees, shrubs, and the bark of the trees.

5. **Supervision.** Contractor shall provide supervision of all work crews at all times. Personal supervision is not required provided that communication equipment or other means are provided that enable the work crew to communicate with the Contractor at all times. Each work crew shall have a designated person on the work site that has the authority to respond to inquiries about work details or priorities.
6. **No Discrimination.** As a condition of this contract, Contractor covenants and agrees that it will take all necessary actions to ensure, in connection with any work under this contract, that Contractor, its associates and employees, will not discriminate in its treatment or employment of any individuals on the grounds of race, color, religion, national origin, age, sex, or physical handicap unrelated to job performance, either directly or through contractual or other arrangements. In this regard, Contractor shall keep, retain and safeguard, all records relating to this contract for work performed hereunder for a minimum period of two (2) years from final contract completion, with full access allowed to authorized representatives of the city upon request, for purposes of evaluating compliance with this and other provisions of the contract.
7. **Project Administrator.** Contractor shall work closely with the Project Administrator. The Project Administrator is the city department's representative responsible for the mowing and litter removal and that monitors the Contractor's performance for that section which includes seeing that the work is conducted in a safe manner, inspection of completed work and the administration of the contract for that section.
8. **Pay For Work Completed.** Contractor will only be paid for the work actually completed to the Project Administrator's satisfaction.
9. **Inclement Weather.** In the event of inclement weather, wet or rainy weather when the condition of the soil is such that rutting of property will not allow mowing of grass to be accomplished satisfactorily, the Contractor may be allotted additional time, **it is the responsibility of the Contractor to notify the Project Administrator when unable to complete the work under condition and state when the completion can be expected.** Expected completion date must be acceptable to the Project Administrator.
10. **Safety Devices/Dress.** Contractor and employees shall wear and/or display warning devices in accordance with Texas Department of Transportation Traffic Standards (warning signs, safety vest, flashers, flags, strobe lights, etc.) in order to ensure both the employee and public safety. Contractor and his employees shall dress and remain dressed in a presentable fashion due to high public visibility of these employees.
11. **Equipment Operation Safety.** Contractor shall comply with equipment manufacturer's operating and safety instructions.
12. **Unsafe Practices Not Permitted.** Contractor will not permit unsafe practices. Examples of unsafe practices include but are not limited to: using inappropriate equipment for the job, operating with one arm of a bat wing mower raised with blades exposed and spinning, removing chains or other safety devices from equipment, traveling with an operator sitting in the back of a pickup truck with the tailgate lowered and operating mowing equipment at excessive speed. Unsafe practices will be grounds for termination of the contract.

EXAMINATION OF SITE AND CONDITIONS

1. Before submitting bid, the bidder should:
 - a. Carefully examine the specifications and the contract document including the Bid Form.
 - b. Fully inform oneself of existing conditions and limitations.
 - c. Visit the site of work. Determine routes of ingress and egress for completing the entire project.

- d. Include in the bid, sums sufficient to cover all work required by the specifications.
- e. Be responsible for acquiring any clarifications of bid items necessary to complete the bid.
- f. The bidder must rely entirely upon his own examination, measurements and experience in submitting bid.

LAWS AND ORDINANCES

1. The Contractor shall at all times observe and comply with all Federal, State, and local laws, ordinances and regulations which in any manner affect the Contract or the work.

MINIMUM QUALIFICATIONS OF BIDDER

1. The bidder shall submit such evidence as the city may be required to establish his financial responsibility, experience, satisfactory work history at a comparable job site, possession and demonstration of such equipment as may be needed to perform the work in an expeditious, safe and satisfactory manner. The city has the right to inspect all equipment which will be dedicated for use on this contract prior to award of the bid. During inspection the Contractor must have all equipment which will be dedicated to the contract on hand or have original receipt of purchase or lease to show ownership.

MOWING AND CLEANING REQUIREMENTS

1. **CLEANING.** Remove all obvious accumulations of trash and litter prior to mowing to prevent scattering. This includes paper, cans, bottles, tree limbs, rocks, etc., which is not intended to be present as part of the landscape and are unhealthy and/or unsightly. All material shall be disposed of by approved methods as delineated in the City Code of Ordinances. Mowers shall report all debris or objects too heavy or voluminous to remove to the Code Enforcement Division, 972/218-1200.
2. **GRASS CLIPPINGS.** Contractor shall ensure that paved areas adjacent to job sites are free of accumulated grass clippings after completion of mowing.
3. **STRUCTURES.** All right-of-ways shall be mowed as near as possible to any tree, wall, fence or any other structure without damage to it.
4. **EQUIPMENT CONDITION.** All equipment shall be in good repair and operated by a responsible person.
5. **TIMELINESS.** Contractor shall employ sufficient personnel and equipment to ensure all authorized mowing or cleaning of land is finished within **two (2) days of scheduled cycle**. In the event of inclement weather, Contractor may be allotted additional time. If Contractor does not meet prescribed time provisions on any authorized work or scheduled cycle, the Project Administrator shall have the authority to reclaim and reissue the work to another contractor. If Contractor has a backlog of scheduled mowing and trimming to accomplish, the city reserves the right to assign any work to another contractor. (See PENALTIES and BONUSES)
6. **REWORK.** Any property or lot which is not mowed or cleaned to the satisfaction of the Project Administrator shall be redone at the contractor's expense.
7. **WILDFLOWERS.** Contractor shall conduct all mowing operations so as to avoid clearing or removing stands of wildflowers before the seeds have matured, unless otherwise directed by Project Administrator.

PENALTIES

1. If the Contractor fails to perform per the specifications, a penalty may be accessed according to the following procedure:
 - a. If the Contractor fails to meet the requirements of this specification, he will be notified by email.
 - b. From the time of the email notification, the Contractor has twenty-four (24) hours to perform the needed work.

- c. At the end of twenty-four (24) hour grace period, the area(s) in question will be inspected. If the work has not been done, a penalty may be assessed from that time until the work is completed.
- d. The payment of the penalty by the Contractor will be in the form of deductions from invoices presented to the City for payment of work completed by the Contractor.
- e. The following schedule of penalties shall apply: **\$100 per calendar day per incident.**

SUBMISSION REQUIREMENTS

1. In order to participate, vendors must first register as a vendor with the City's E-Procurement System. Once registered, vendors can log in and submit responses electronically. To register, view current bids, or participate in a bid, please visit: www.lancaster-tx.com/bids.

WORK SCHEDULES

1. The schedule of work shall be 7 AM to Dusk, Monday through Saturday.
2. All thirty (30) and forty-five (45) day schedules will be performed as follows:
 - a. All major roadways shall have priority. Those roadways include:

Beltline	Houston School Rd.	Dallas Avenue (SH 342)
Bear Creek	Wintergreen Rd	Bluegrove Rd.
Pleasant Run	Danieldale Rd.	
 - b. Vendors must submit a schedule detailing the days each item will be mowed. Schedule shall be turned in a minimum of seven days prior to the start of each month.

MOWING SPECIFICATIONS

1. It is the intent of this specification to describe the performance requirements to a contractor for the following and perform relevant grounds maintenance and clear site obstructions for medians, Rights-of-way, and the airport.
2. It is also the intent under this specification that the Contractor shall provide a complete and professional job on each assignment.
3. All work will be done according to a schedule.

DEFINITIONS

1. **Rights-of-Way** shall mean the area extending from the right or left of the center line of the road bed or paved surface to the nearest property line; that includes, but not limited to curbs, sidewalks, walkways, drainage ditches, drainage basins and any other area owned, dedicated, used or reserved for public use; including drainage easements that are connected to drainage basins. Concrete detention basins located on the outfall side of culverts located along Belt Line Rd. between Blue Grove Rd. and the IH 35E northbound service road will be cleaned as needed to remove silt, tree branches or any other debris or litter that may impede the flow of water. Additional detention basins, drainage basins and drainage easement to said structures will be maintained as completed.
2. **Trimming** shall mean the cutting or removal of all plant material immediately adjacent to or under trees, poles, signs, fences. Trimming must be done with a mechanical weed trimming unit. Trimming with an approved herbicide will be done only when approved by the Project Administrator.
3. **Edging** shall mean the vertical removal of any and all plant material which encroaches over or onto sidewalks, curbs, steps, driveways and pavements. Edges shall be vertical, minimum depth of one inch (1") and a minimum width of 1/4 inch.

4. **Illegal Dumping** shall mean large single deposits of rubbish, litter, and debris dumped along the right-of-way. Such items could include but is not limited to roof shingles, tires, appliances, tree limbs, concrete, etc.
5. **Median** shall mean the center island of the listed streets from curb line to curb line plus all traffic triangles, where they exist, on sides of the intersections. This includes curb gutter joints where the curb meets the roadway and concrete paved areas from end of grass to the curb. Medians shall also include concrete ribbons, and other paved areas within the right-of-way. Maintenance shall include chemical removal of weeds, debris and plant from pavement including expansion joints and cracks.
6. **Shrub Beds** shall mean any purposefully planted domestic, ornamental plant growth.
7. **Mulch Area or Tree Rings** shall refer to those areas adjacent to trees, shrub beds, and other purposefully planted landscape area in which all plant growth is removed and a protective covering of organic substances is placed to prevent evaporation of moisture, control weed growth, and prevent mechanical damage to landscape and for aesthetic reasons.
8. **Scalping** shall mean the mowing of any turf area below a one inch (1") height down to and including the soil.
9. **Site Obstructions** shall mean trees, shrubs, vines, etc. which are located within the rights-of-way that have become hazards or obstructions to the smooth flow and safety of vehicular traffic and pedestrian movement.
10. **Cleaning** shall mean removal of grass clippings, weeds and other debris from curbs, gutters, sidewalks and other paving by the use of a mechanical wind generating backpack or hand held blowing unit.
11. **Drainage Easements:** Channels to be mowed and trimmed from bottom of channel to the top of the slope plus five (5) feet on each side.

IRRIGATION INSPECTION

1. The contractor must inspect all mowing sites to ensure no irrigation systems are damaged by mowing equipment prior to each mowing. All damage caused by the contractor will be repaired at the contractor's expense. The Contractor Administrator shall utilize a professional irrigation contractor to perform such repairs and copy the Contractor with all invoices

MISCELLANEOUS

1. Contractor will not permit unsafe practices. Examples of unsafe practices include but are not limited to: using inappropriate equipment for the job, operating with one arm of a bat wing mower raised with blades exposed and spinning, removing chains or other safety devices from equipment and traveling with an operator sitting in the back of a pickup truck with the tailgate lowered, and operating mowing equipment at excessive speed. Unsafe practices will be grounds for termination of the contract.

SIGHT OBSTRUCTIONS

1. All concrete medians existing within the scope of this contract shall have all weeds removed from expansion joints and other cracks according to the same cycle as specified in 1: Median Turf. Concrete Medians may be treated with approved (by the Contract Administrator) pre or post emergent herbicides to prevent their germination and/or growth. Additionally, all trash and debris laying on those medians or in the gutter adjacent to the median shall be removed and disposed of per Part 1A4: Litter Removal.

SHRUB/COLOR BEDS

1. All Shrub/Color Beds shall be hand weeded and free of weeds and be recharged with mulch approved by the Contract Administrator.

RIGHTS-OF-WAY SPECIFICATION

Major Thoroughfares

1. See General Requirements
2. Areas to be maintained: See Attached

Mowing

1. Turf areas shall be mowed once every fifteen (15), (30) or (45) days as identified in the mowing schedule. Mowing is typically completed from April 1 to October 30. Additional mowing cycles may be needed depending on seasonal climatic conditions.
2. Upon completion, a mowed area shall be free of clumped grass cuttings tire tracks or ruts from mowing equipment. Turf shall be cut in a professional manner as not to scalp turf or leave areas of uncut grass.
3. Proper care shall be taken to prevent mower damage to tree trunks, shrub and ground cover foliage and annual plantings. Contractor shall be liable for any visible damage to plant material.
4. Proper care shall be taken to prevent the scalping of turf areas. Scalped areas that do not recover within 30 calendar days are to be re-sodded with the appropriate species and cultivar of turf.
5. Proper care shall be taken to prevent rutting of turf as a result of mowing too soon after rainfall. Rutted areas shall be repaired with quality topsoil and sod as determined by the Contract Administrator.

Litter removal

1. All areas shall be inspected for rocks, sticks, trash and other forms of litter prior to mowing turf areas. Any paper, cans, or bottles cut or broken during maintenance operations shall be removed from the site.
2. All collected debris shall be removed from site at the end of the work day and disposed of legally. All fees and charges incurred to dump litter at an approved site shall be the sole responsibility of the Contractor.

Trimming

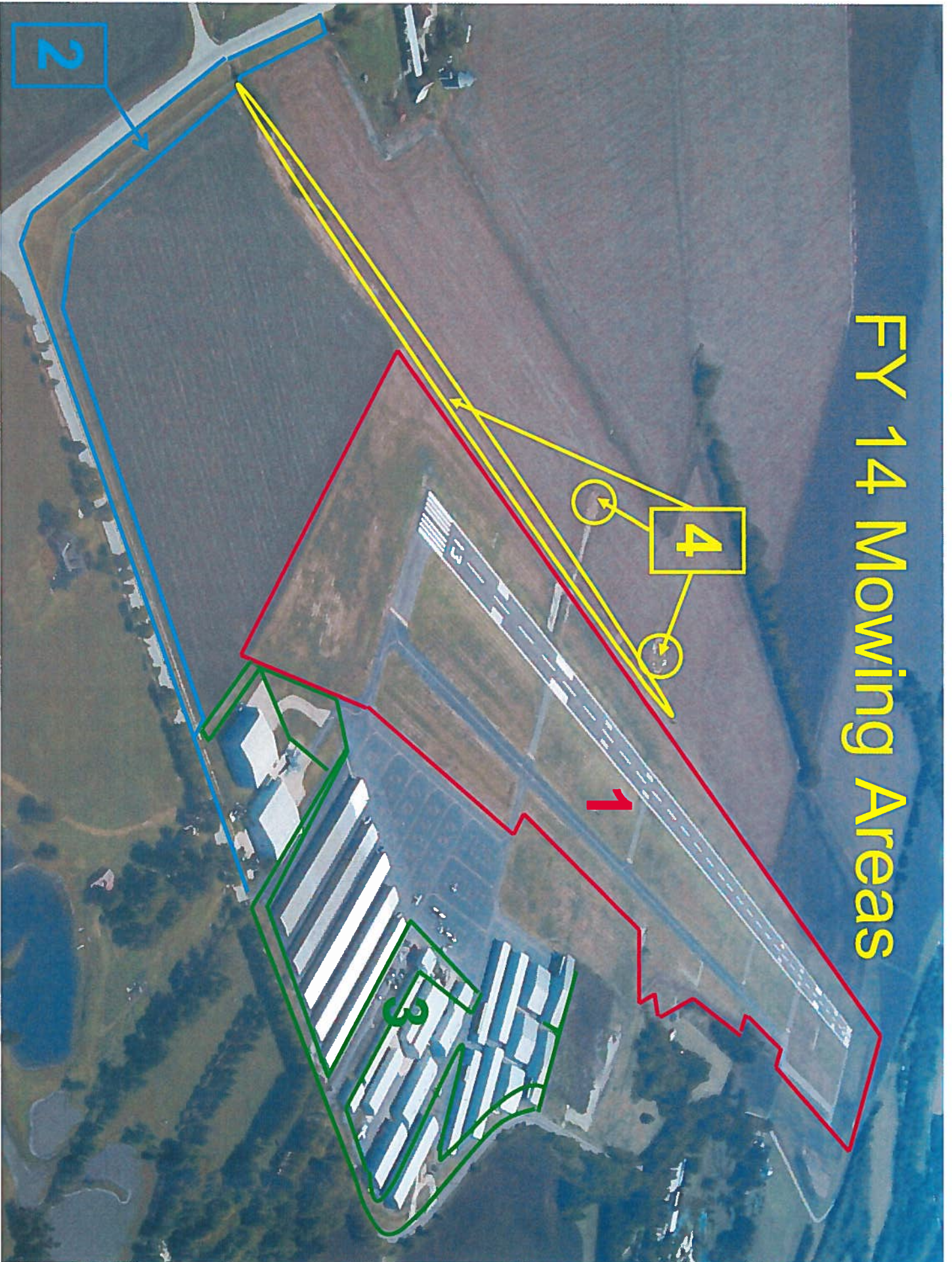
1. All trees, sign posts, utility poles, fence lines, guard rails, etc. shall be trimmed to coincide with the height of the mowed turf.
2. The trimming function will be performed each time the turf is mowed.
3. Absolute care shall be taken to not damage tree trunk tissue or shrubs with line trimmers. Contractor shall be held liable for any visible damage that injures any plant material.
4. All curbs shall be mechanically edged each time the turf areas are mowed. Chemical trimming shall not be accepted for the edging of sidewalks and curbs.
5. All plant growth in cracks, seams and joints of paved areas such as sidewalks, curbs, and driveways shall be cut down to the pavement surface during the completion of each mowing cycle.
6. The use of herbicides to control plant growth in cracks, seams and joints of paved areas or around trees, sign posts, utility poles and fence lines with prior written approval of the Contract Administrator shall be done at the start of the season and thereafter as needed. The application area shall not extend out more than four (4) inches from the tree, pole, or other obstacle being

treated. A copy of all required licenses and certifications will be provided to, and be on file with the City.

Grass clippings

1. All grass clippings are to be cleared or blown from curbs and roadways into the grass areas of rights of way.

FY 14 Mowing Areas

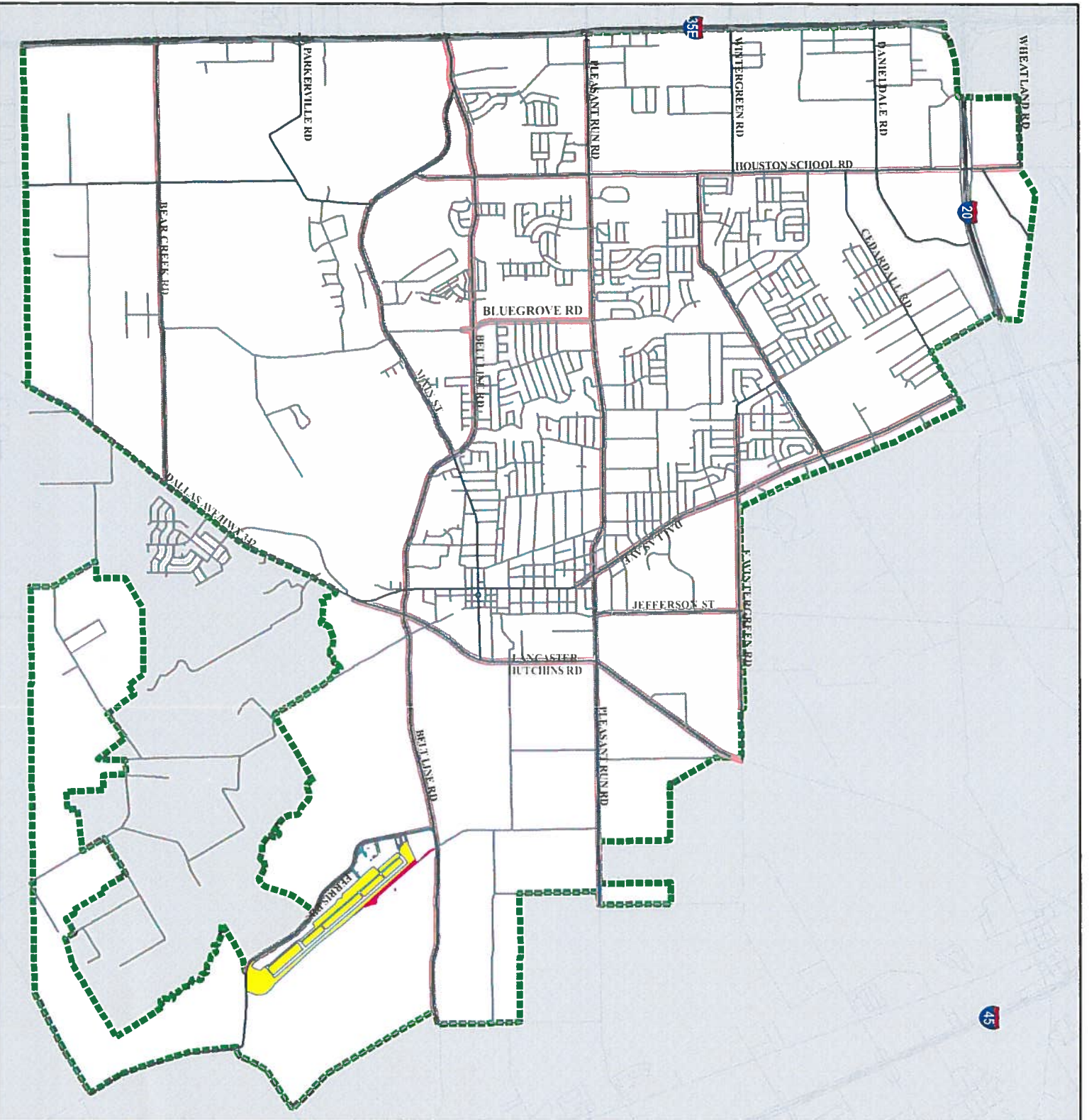


FY 14 Mowing Areas



City of Lancaster Contract ROW Mowing

3/19/2014



Legend

Airport Mowing

- Area 1
- Area 2
- Area 3
- Area 4
- ROW Mowing
- City Limits



0 0.375 0.75 1.5 Miles

City of Lancaster, Texas (Streets / Storm Water) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Dawn Berry Purchasing Agent	Address	PO Box 940	Address
Email	dberry@lanaster-tx.com		Lancaster, TX 75146	
Phone	(972) 218-1329	Contact	Dawn Berry	Contact
Fax	(972) 218-3621		Purchasing Agent	
			Purchasing	Department
Bid Number	2014-159 Addendum 1	Department		Building
Title	Mowing ROW, Medians & Airport Properties	Building		
Bid Type	RFP	Floor/Room		Floor/Room
Issue Date	04/21/2014	Telephone	(972) 218-1329	Telephone
Close Date	5/9/2014 4:00:00 PM CT	Fax	(972) 218-3621	Fax
Need by Date		Email	dberry@lanaster-tx.com	Email

Supplier Information

Company JBa Land Management, LLC
 Address 10875 Jupiter Road

 DALLAS, TX 75218
 Contact John Battle
 Department
 Building
 Floor/Room
 Telephone 1 (214) 660-1500
 Fax 1 (214) 660-1503
 Email
 Submitted 5/9/2014 3:07:06 PM CT
 Total \$18,897.21

Signature _____

Supplier Notes

Bid Notes

We strongly request that bidders submit their response electronically. Electronic bidding will eliminate errors, eliminate unnecessary work, and is more friendly to the environment. Your cooperation is appreciated.

Please feel free to call us if you require any assistance with the response.

Emailed or Fax submissions will not be accepted.

Bid Activities

Date	Name	Description
4/18/2014 8:00:00 AM	Week 1	Week 1 Advertisement - Focus News

4/25/2014 8:00:00 AM	Week 2	Week 2 Advertisement - Focus News
5/1/2014 10:00:00 AM	Pre-Bid Meeting	A pre-bid meeting will be held at: City Hall, Council Chambers 211 N. Henry St. Lancaster, TX 75146
5/9/2014 4:00:00 PM	Due Date	
5/28/2014 5:00:00 PM	Agenda Due	
6/9/2014 7:00:00 PM	Council Approval	Tentative Date

Bid Messages

Date	Subject	Message
05/07/14	Reminder:	Bids are due on Friday prior to 4:00 PM. Please ensure you have all forms completed and uploaded to the response attachment tab of your response.
05/07/14	Reminder:	Bond forms must be submitted prior to the due date and time.

Please review the following and respond where necessary

#	Name	Note	Response
1	Questions	All questions shall be addressed to Dawn Berry, Purchasing Agent via email at purchasing@lancaster-tx.com.	Agree
2	Bid Bond	<p>A bid bond in the amount of \$2500 is required for this project. Please scan and attach a copy to the response attachment tab. The original must be received prior to the opening date and time.</p> <p>Delivery by Mail:: City of Lancaster - Attn: Purchasing - PO Box 940, Lancaster, TX 75146.</p> <p>Delivery by Express or in Person: City of Lancaster - Attn: Purchasing - 211 N. Henry, Lancaster, TX 75146</p> <p>A Sample form is attached.</p>	Understood
3	Performance Bond	<p>A performance bond in the amount of \$100,000 will be required from the awarded vendor.</p> <p>A sample document is attached and must be used by issuing bonding agent.</p>	Understood
4	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
5	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
6	Late Submission	Bids/RFQs are not accepted after the closing date and time. The City of Lancaster is not responsible computer, mail or carrier issues/problems. The server time located in the top right corner of this software is the official clock. It is the responsibility of the user to ensure you have chosen the correct time zone for your company.	Understood

7	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
8	T&C Acknowledgement	I have read and agree to the terms and conditions of this bid.	Agreed
9	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
10	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
11	Difficulties	What difficulties do you anticipate in serving the City? How do you plan to manage these and what assistance will you require from the City? Describe your firm's past performance on other contracts for the City (e.g. cost control, cost savings, schedule control).	NONE
12	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
13	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
14	NEPOTISM STATEMENT	The Bidder or Proposer or any officer, if the Bidder or Proposer is other than an individual, shall state whether Bidder or Proposer has a relationship, either by blood or marriage, with any official or employee of the City of Lancaster:	Not Related
15	Non-Performance	Identify if your firm has had any contracts terminated due to non-performance over the past five (5) years.	NO
16	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
17	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
18	Regulatory Sanctions	Identify adverse actions sanctioned by any regulatory authorities over the past five (5) years.	NONE
19	Workmanship	All work and workmanship must be of good quality and adhere to all applicable laws and regulations. Contractor must possess all necessary licenses.	(No Response Required)

20	Laws and ordinances	The Contractor shall at all times observe and comply with all Federal, State, and local laws, ordinances and regulations which in any manner affect the Contract or the work.	Understood
21	Work Hours	Working hours are not to begin prior to 7:00 AM or extend past 5:00 PM without prior written approval.	Understood
22	Payment Terms	The City of Lancaster's payment terms are Net 30.	Agreed
23	Change Orders	No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the city of Lancaster.	Agreed
24	PASS-THROUGH COST ADJUSTMENTS	<p>Except in instances of extreme extenuating circumstances, vendor prices shall remain firm throughout the contract period and any renewal period(s). Examples of extreme extenuating circumstances include such situations as a nationwide rail strike, oil shortage, oil embargo or war.</p> <p>In extreme extenuating circumstances vendors may be allowed to temporarily "pass-through" additional costs that they are forced to incur through no fault of their own. A request for a pass through cost increase will not be considered unless a vendor's cost for his product exceeds 10% over the original cost of the product. Also, the increase in cost must be nationwide and consistent for a minimum period of sixty (60) days. If a vendor thinks he/she will be asking for a pass through cost adjustment during the term of his/her contract, then the original cost of his/her product to him/her must be stated in the vendor's original proposal.</p>	Agreed
25	MODIFICATION OF A SUBMITTED BID / PROPOSALS	A proposer may modify a response electronically by logging into the e-procurement system and retracting their bid. Changes can be made up to the closing date and time. It is the vendor's responsibility to save any changes and re-submit their response.	Understood
26	AWARD OF CONTRACT	The contractor shall not commence work under these terms and conditions of the contract until all applicable Certificates of Insurance, Performance and Payment Bonds and have been approved by the City of Lancaster and he/she has received notice to proceed in writing and an executed copy of the contract from the City of Lancaster.	Agreed
27	Deviation	<p>DEVIATIONS: In the event, you the Proposer, intends to deviate from the general terms, conditions, special conditions or specifications contrary to those listed in the "Terms and Conditions" and other information attached hereto, all such deviations must be detailed and uploaded in the RESPONSE ATTACHMENTS section of the e-pro system with the description DEVIATION.</p> <p>NO DEVIATIONS: In the absence of any deviation, Proposer assures the City of Proposer's compliance with the Terms, Conditions, Specifications, and information contained in this RFP.</p>	None
28	Contractor Independence	Contractor will operate as an independent contractor and not an agent, representative, partner, or employee of the City of Lancaster, and shall control his operations at the work site, and be solely responsible for the acts or omissions of his employee(s). All wages, taxes, and worker's compensation of all contract employees shall be	(No Response Required)

paid by the contractor.

29	MWBE 1	Is your company M/WBE or HUB certified?	yes
30	MWBE 2	If yes, what is your certification number?	BMDB61039Y0315
31	MWBE 3	If yes, what agency completed the certification?	NCTRCA
32	MWBE 4	If yes, what is the expiration date of your certification?	03/15
33	Payment by Credit Card	Does your firm accept payment by credit card/procurement card (pcard)?	No
34	Payment Discount	Does your firm offer a discount for prompt payment?	No
35	Discount - Payment by Credit Card	What is your prompt payment discount if paid by Credit Card?	0
36	Discount - Payment by Check	What is your prompt payment discount if paid by check?	0
37	Discount - ACH	What is the discount for paying via ACH?	0
38	BID PROTESTS	<p>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> <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.</p>	Agreed
39	Notification	How did you here about this bid opportunity?	e-pro
40	Plan Room - Other	If yes for a plan room or other, please list which plan room or other means of notification.	N/A
41	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/RFP or contract (e.g., Contractor, Vendor).	Agree
42	Insurance	Vendor shall provide insurance as listed in the insurance requirements attached.	Understood
43	County	What county is your principal place of business located?	DALLAS
44	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)

45	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)
46	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)
47	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)
48	Addendum 1	I acknowledge receipt of addendum 1	ACK

Line Items

#	Qty	UOM	Description	Response
1	1	EA	Cost per Week to Mow Airport Area 1	\$1,295.00
Item Notes: Airport Property				
Supplier Notes:				
2	1	EA	Cost per Week to Mow Airport Area 2	\$110.00
Item Notes: Airport Property				
Supplier Notes:				
3	1	EA	Cost per Week to Mow Airport Area 3	\$155.00
Item Notes: Airport Property				
Supplier Notes:				
4	1	EA	Cost per Week to Mow Airport Area 4	\$200.00
Item Notes: Airport Property				
Supplier Notes:				
5	1	EA	Cost per Herbicide Treatment to treat the entire perimeter fence line	\$400.00
Item Notes: Airport Property				
Supplier Notes:				
6	1	EA	Cost per Square foot to Herbicide Treatment - all other areas	\$0.01
Item Notes: Airport Property				
Supplier Notes:				
7	1	ROW-164	N DALLAS AVE	\$9.50
Item Notes: ROW Mowing				
Supplier Notes:				
8	1	ROW-165	N DALLAS AVE	\$22.01
Item Notes: ROW Mowing				
Supplier Notes:				

9	1	ROW-166	N DALLAS AVE	\$24.15
Item Notes: ROW Mowing				
Supplier Notes:				
10	1	ROW-167	N DALLAS AVE	\$9.85
Item Notes: ROW Mowing				
Supplier Notes:				
11	1	ROW-168	N DALLAS AVE	\$25.05
Item Notes: ROW Mowing				
Supplier Notes:				
12	1	ROW-169	N DALLAS AVE	\$74.31
Item Notes: ROW Mowing				
Supplier Notes:				
13	1	ROW-170	N DALLAS AVE	\$26.52
Item Notes: ROW Mowing				
Supplier Notes:				
14	1	ROW-171	N DALLAS AVE	\$46.51
Item Notes: ROW Mowing				
Supplier Notes:				
15	1	ROW-172	N DALLAS AVE	\$11.10
Item Notes: ROW Mowing				
Supplier Notes:				
16	1	ROW-173	N DALLAS AVE	\$39.78
Item Notes: ROW Mowing				
Supplier Notes:				

17	1	ROW-174	N DALLAS AVE	\$11.54
Item Notes: ROW Mowing				
Supplier Notes:				
18	1	ROW-175	N DALLAS AVE	\$4.03
Item Notes: ROW Mowing				
Supplier Notes:				
19	1	ROW-176	N DALLAS AVE	\$3.99
Item Notes: ROW Mowing				
Supplier Notes:				
20	1	ROW-177	N DALLAS AVE	\$4.45
Item Notes: ROW Mowing				
Supplier Notes:				
21	1	ROW-178	N DALLAS AVE	\$4.23
Item Notes: ROW Mowing				
Supplier Notes:				
22	1	ROW-179	N DALLAS AVE	\$4.51
Item Notes: ROW Mowing				
Supplier Notes:				
23	1	ROW-180	N DALLAS AVE	\$3.74
Item Notes: ROW Mowing				
Supplier Notes:				
24	1	ROW-181	N DALLAS AVE	\$12.51
Item Notes: ROW Mowing				
Supplier Notes:				

25	1	ROW-182	N DALLAS AVE	\$12.99
Item Notes: ROW Mowing				
Supplier Notes:				
26	1	ROW-183	N DALLAS AVE	\$8.78
Item Notes: ROW Mowing				
Supplier Notes:				
27	1	ROW-184	N DALLAS AVE	\$3.80
Item Notes: ROW Mowing				
Supplier Notes:				
28	1	ROW-185	N DALLAS AVE	\$3.73
Item Notes: ROW Mowing				
Supplier Notes:				
29	1	ROW-186	N DALLAS AVE	\$6.73
Item Notes: ROW Mowing				
Supplier Notes:				
30	1	ROW-187	N DALLAS AVE	\$7.08
Item Notes: ROW Mowing				
Supplier Notes:				
31	1	ROW-189	N DALLAS AVE	\$11.14
Item Notes: ROW Mowing				
Supplier Notes:				
32	1	ROW-190	N DALLAS AVE	\$9.40
Item Notes: ROW Mowing				
Supplier Notes:				

33	1	ROW-191	N DALLAS AVE	\$5.43
Item Notes: ROW Mowing				
Supplier Notes:				
34	1	ROW-142	N BLUEGROVE RD	\$68.06
Item Notes: ROW Mowing				
Supplier Notes:				
35	1	ROW-143	N BLUEGROVE RD	\$13.70
Item Notes: ROW Mowing				
Supplier Notes:				
36	1	ROW-144	N BLUEGROVE RD	\$9.85
Item Notes: ROW Mowing				
Supplier Notes:				
37	1	ROW-145	N BLUEGROVE RD	\$4.22
Item Notes: ROW Mowing				
Supplier Notes:				
38	1	ROW-146	N BLUEGROVE RD	\$4.19
Item Notes: ROW Mowing				
Supplier Notes:				
39	1	ROW-147	N BLUEGROVE RD	\$4.18
Item Notes: ROW Mowing				
Supplier Notes:				
40	1	ROW-148	N BLUEGROVE RD	\$4.19
Item Notes: ROW Mowing				
Supplier Notes:				

41	1	ROW-149	N BLUEGROVE RD	\$4.15
Item Notes: ROW Mowing				
Supplier Notes:				
42	1	ROW-150	N BLUEGROVE RD	\$19.86
Item Notes: ROW Mowing				
Supplier Notes:				
43	1	ROW-282	S BLUEGROVE RD	\$25.73
Item Notes: ROW Mowing				
Supplier Notes:				
44	1	ROW-283	S BLUEGROVE RD	\$22.68
Item Notes: ROW Mowing				
Supplier Notes:				
45	1	ROW-284	S BLUEGROVE RD	\$72.47
Item Notes: ROW Mowing				
Supplier Notes:				
46	1	ROW-285	S BLUEGROVE RD	\$70.94
Item Notes: ROW Mowing				
Supplier Notes:				
47	1	ROW-286	S BLUEGROVE RD	\$48.46
Item Notes: ROW Mowing				
Supplier Notes:				
48	1	ROW-200	N HOUSTON SCHOOL RD	\$37.49
Item Notes: ROW Mowing				
Supplier Notes:				

49	1	ROW-201	N HOUSTON SCHOOL RD	\$15.68
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Item Notes: ROW Mowing

Supplier Notes:

50	1	ROW-202	N HOUSTON SCHOOL RD	\$7.69
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Item Notes: ROW Mowing

Supplier Notes:

51	1	ROW-203	N HOUSTON SCHOOL RD	\$10.60
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Item Notes: ROW Mowing

Supplier Notes:

52	1	ROW-204	N HOUSTON SCHOOL RD	\$9.57
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Item Notes: ROW Mowing

Supplier Notes:

53	1	ROW-205	N HOUSTON SCHOOL RD	\$7.31
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Item Notes: ROW Mowing

Supplier Notes:

54	1	ROW-206	N HOUSTON SCHOOL RD	\$20.44
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Item Notes: ROW Mowing

Supplier Notes:

55	1	ROW-207	N HOUSTON SCHOOL RD	\$5.73
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Item Notes: ROW Mowing

Supplier Notes:

56	1	ROW-208	N HOUSTON SCHOOL RD	\$13.30
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Item Notes: ROW Mowing

Supplier Notes:

57	1	ROW-209	N HOUSTON SCHOOL RD	\$36.22
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Item Notes: ROW Mowing

Supplier Notes:

58	1	ROW-210	N HOUSTON SCHOOL RD	\$46.08
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Item Notes: ROW Mowing

Supplier Notes:

59	1	ROW-133	HANA LN	\$21.01
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Item Notes: ROW Mowing

Supplier Notes:

60	1	ROW-134	HANA LN	\$20.74
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Item Notes: ROW Mowing

Supplier Notes:

61	1	ROW-056	CHESHIRE RD	\$13.30
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Item Notes: ROW Mowing

Supplier Notes:

62	1	ROW-057	CHESHIRE RD	\$13.44
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Item Notes: ROW Mowing

Supplier Notes:

63	1	ROW-319	W BELT LINE RD	\$4.94
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Item Notes: ROW Mowing

Supplier Notes:

64	1	ROW-322	W BELT LINE RD	\$9.71
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Item Notes: ROW Mowing

Supplier Notes:

65	1	ROW-323	W BELT LINE RD	\$23.90
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Item Notes: ROW Mowing

Supplier Notes:

66	1	ROW-324	W BELT LINE RD	\$33.74
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Item Notes: ROW Mowing

Supplier Notes:

67	1	ROW-325	W BELT LINE RD	\$9.50
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Item Notes: ROW Mowing

Supplier Notes:

68	1	ROW-326	W BELT LINE RD	\$9.84
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Item Notes: ROW Mowing

Supplier Notes:

69	1	ROW-327	W BELT LINE RD	\$4.12
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Item Notes: ROW Mowing

Supplier Notes:

70	1	ROW-328	W BELT LINE RD	\$8.49
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Item Notes: ROW Mowing

Supplier Notes:

71	1	ROW-329	W BELT LINE RD	\$2.65
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Item Notes: ROW Mowing

Supplier Notes:

72	1	ROW-330	W BELT LINE RD	\$15.99
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Item Notes: ROW Mowing

Supplier Notes:

73	1	ROW-331	W BELT LINE RD	\$12.41
Item Notes: ROW Mowing				
Supplier Notes:				
74	1	ROW-332	W BELT LINE RD	\$12.40
Item Notes: ROW Mowing				
Supplier Notes:				
75	1	ROW-333	W BELT LINE RD	\$2.76
Item Notes: ROW Mowing				
Supplier Notes:				
76	1	ROW-334	W BELT LINE RD	\$7.84
Item Notes: ROW Mowing				
Supplier Notes:				
77	1	ROW-335	W BELT LINE RD	\$10.20
Item Notes: ROW Mowing				
Supplier Notes:				
78	1	ROW-336	W BELT LINE RD	\$14.40
Item Notes: ROW Mowing				
Supplier Notes:				
79	1	ROW-253	NICHOLS DR	\$1.44
Item Notes: ROW Mowing				
Supplier Notes:				
80	1	ROW-254	NICHOLS DR	\$2.79
Item Notes: ROW Mowing				
Supplier Notes:				

81	1	ROW-255	NICHOLS DR	\$1.41
Item Notes: ROW Mowing				
Supplier Notes:				
82	1	ROW-256	NICHOLS DR	\$8.53
Item Notes: ROW Mowing				
Supplier Notes:				
83	1	ROW-257	NICHOLS DR	\$4.90
Item Notes: ROW Mowing				
Supplier Notes:				
84	1	ROW-034	CHAPMAN DR	\$6.91
Item Notes: ROW Mowing				
Supplier Notes:				
85	1	ROW-035	CHAPMAN DR	\$5.26
Item Notes: ROW Mowing				
Supplier Notes:				
86	1	ROW-036	CHAPMAN DR	\$2.32
Item Notes: ROW Mowing				
Supplier Notes:				
87	1	ROW-037	CHAPMAN DR	\$2.29
Item Notes: ROW Mowing				
Supplier Notes:				
88	1	ROW-038	CHAPMAN DR	\$22.09
Item Notes: ROW Mowing				
Supplier Notes:				

89	1	ROW-039	CHAPMAN DR	\$2.47
Item Notes: ROW Mowing				
Supplier Notes:				
90	1	ROW-040	CHAPMAN DR	\$2.59
Item Notes: ROW Mowing				
Supplier Notes:				
91	1	ROW-041	CHAPMAN DR	\$9.61
Item Notes: ROW Mowing				
Supplier Notes:				
92	1	ROW-042	CHAPMAN DR	\$3.14
Item Notes: ROW Mowing				
Supplier Notes:				
93	1	ROW-043	CHAPMAN DR	\$2.34
Item Notes: ROW Mowing				
Supplier Notes:				
94	1	ROW-044	CHAPMAN DR	\$2.34
Item Notes: ROW Mowing				
Supplier Notes:				
95	1	ROW-045	CHAPMAN DR	\$3.11
Item Notes: ROW Mowing				
Supplier Notes:				
96	1	ROW-046	CHAPMAN DR	\$10.86
Item Notes: ROW Mowing				
Supplier Notes:				

97	1	ROW-047	CHAPMAN DR	\$14.10
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Item Notes: ROW Mowing

Supplier Notes:

98	1	ROW-048	CHAPMAN DR	\$12.57
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Item Notes: ROW Mowing

Supplier Notes:

99	1	ROW-049	CHAPMAN DR	\$10.41
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Item Notes: ROW Mowing

Supplier Notes:

100	1	ROW-050	CHAPMAN DR	\$13.69
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Item Notes: ROW Mowing

Supplier Notes:

101	1	ROW-051	CHAPMAN DR	\$2.97
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Item Notes: ROW Mowing

Supplier Notes:

102	1	ROW-052	CHAPMAN DR	\$2.95
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Item Notes: ROW Mowing

Supplier Notes:

103	1	ROW-053	CHAPMAN DR	\$2.95
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Item Notes: ROW Mowing

Supplier Notes:

104	1	ROW-054	CHAPMAN DR	\$2.95
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Item Notes: ROW Mowing

Supplier Notes:

105	1	ROW-245	N LONGHORN DR	\$20.00
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Item Notes: ROW Mowing

Supplier Notes:

106	1	ROW-296	S LANCASTER HUTCHINS RD	\$65.00
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Item Notes: ROW Mowing

Supplier Notes:

107	1	ROW-297	S LANCASTER HUTCHINS RD	\$45.00
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Item Notes: ROW Mowing

Supplier Notes:

108	1	ROW-298	S LANCASTER HUTCHINS RD	\$50.00
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Item Notes: ROW Mowing

Supplier Notes:

109	1	ROW-299	S LANCASTER HUTCHINS RD	\$37.00
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Item Notes: ROW Mowing

Supplier Notes:

110	1	ROW-300	S LANCASTER HUTCHINS RD	\$85.00
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Item Notes: ROW Mowing

Supplier Notes:

111	1	ROW-301	S LANCASTER HUTCHINS RD	\$133.00
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Item Notes: ROW Mowing

Supplier Notes:

112	1	ROW-233	N LANCASTER HUTCHINS RD	\$18.00
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Item Notes: ROW Mowing

Supplier Notes:

113	1	ROW-234	N LANCASTER HUTCHINS RD	\$18.00
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Item Notes: ROW Mowing

Supplier Notes:

114	1	ROW-235	N LANCASTER HUTCHINS RD	\$12.00
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Item Notes: ROW Mowing

Supplier Notes:

115	1	ROW-236	N LANCASTER HUTCHINS RD	\$2.00
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Item Notes: ROW Mowing

Supplier Notes:

116	1	ROW-237	N LANCASTER HUTCHINS RD	\$120.00
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Item Notes: ROW Mowing

Supplier Notes:

117	1	ROW-238	N LANCASTER HUTCHINS RD	\$97.00
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Item Notes: ROW Mowing

Supplier Notes:

118	1	ROW-239	N LANCASTER HUTCHINS RD	\$236.00
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Item Notes: ROW Mowing

Supplier Notes:

119	1	ROW-240	N LANCASTER HUTCHINS RD	\$95.00
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Item Notes: ROW Mowing

Supplier Notes:

120	1	ROW-241	N LANCASTER HUTCHINS RD	\$64.00
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Item Notes: ROW Mowing

Supplier Notes:

121	1	ROW-242	N LANCASTER HUTCHINS RD	\$91.00
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Item Notes: ROW Mowing

Supplier Notes:

122	1	ROW-243	N LANCASTER HUTCHINS RD	\$15.50
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Item Notes: ROW Mowing

Supplier Notes:

123	1	ROW-337	W BELT LINE RD	\$26.00
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Item Notes: ROW Mowing

Supplier Notes:

124	1	ROW-338	W BELT LINE RD	\$140.00
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Item Notes: ROW Mowing

Supplier Notes:

125	1	ROW-081	E BELT LINE RD	\$19.00
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Item Notes: ROW Mowing

Supplier Notes:

126	1	ROW-082	E BELT LINE RD	\$20.00
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Item Notes: ROW Mowing

Supplier Notes:

127	1	ROW-339	W BELT LINE RD	\$17.00
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Item Notes: ROW Mowing

Supplier Notes:

128	1	ROW-340	W BELT LINE RD	\$22.00
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Item Notes: ROW Mowing

Supplier Notes:

129	1	ROW-341	W BELT LINE RD	\$67.50
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Item Notes: ROW Mowing

Supplier Notes:

130	1	ROW-342	W BELT LINE RD	\$35.00
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Item Notes: ROW Mowing

Supplier Notes:

131	1	ROW-343	W BELT LINE RD	\$20.00
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Item Notes: ROW Mowing

Supplier Notes:

132	1	ROW-344	W BELT LINE RD	\$46.00
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Item Notes: ROW Mowing

Supplier Notes:

133	1	ROW-345	W BELT LINE RD	\$42.00
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Item Notes: ROW Mowing

Supplier Notes:

134	1	ROW-346	W BELT LINE RD	\$25.00
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Item Notes: ROW Mowing

Supplier Notes:

135	1	ROW-347	W BELT LINE RD	\$16.00
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Item Notes: ROW Mowing

Supplier Notes:

136	1	ROW-349	W BELT LINE RD	\$12.00
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Item Notes: ROW Mowing

Supplier Notes:

137	1	ROW-350	W BELT LINE RD	\$8.00
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Item Notes: ROW Mowing

Supplier Notes:

138	1	ROW-351	W BELT LINE RD	\$13.00
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Item Notes: ROW Mowing

Supplier Notes:

139	1	ROW-001	ALBA RD	\$13.00
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Item Notes: ROW Mowing

Supplier Notes:

140	1	ROW-002	ALBA RD	\$4.50
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Item Notes: ROW Mowing

Supplier Notes:

141	1	ROW-003	ALBA RD	\$19.00
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Item Notes: ROW Mowing

Supplier Notes:

142	1	ROW-004	AMES RD	\$12.50
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Item Notes: ROW Mowing

Supplier Notes:

143	1	ROW-006	AMES RD	\$13.00
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Item Notes: ROW Mowing

Supplier Notes:

144	1	ROW-007	AMES RD	\$17.00
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Item Notes: ROW Mowing

Supplier Notes:

145	1	ROW-009	AMES RD	\$26.00
Item Notes: ROW Mowing				
Supplier Notes:				
146	1	ROW-010	AMES RD	\$19.00
Item Notes: ROW Mowing				
Supplier Notes:				
147	1	ROW-011	AMES RD	\$4.50
Item Notes: ROW Mowing				
Supplier Notes:				
148	1	ROW-013	BEAR CREEK RD	\$87.00
Item Notes: ROW Mowing				
Supplier Notes:				
149	1	ROW-014	BEAR CREEK RD	\$96.00
Item Notes: ROW Mowing				
Supplier Notes:				
150	1	ROW-015	BEAR CREEK RD	\$84.00
Item Notes: ROW Mowing				
Supplier Notes:				
151	1	ROW-016	BEAR CREEK RD	\$76.00
Item Notes: ROW Mowing				
Supplier Notes:				
152	1	ROW-017	BEAR CREEK RD	\$79.00
Item Notes: ROW Mowing				
Supplier Notes:				

153	1	ROW-019	CEDARDALE RD	\$110.00
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Item Notes: ROW Mowing

Supplier Notes:

154	1	ROW-020	CEDARDALE RD	\$60.00
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Item Notes: ROW Mowing

Supplier Notes:

155	1	ROW-021	CEDARDALE RD	\$11.00
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Item Notes: ROW Mowing

Supplier Notes:

156	1	ROW-022	CEDARDALE RD	\$16.00
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Item Notes: ROW Mowing

Supplier Notes:

157	1	ROW-023	CEDARDALE RD	\$6.00
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Item Notes: ROW Mowing

Supplier Notes:

158	1	ROW-024	CEDARDALE RD	\$10.00
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Item Notes: ROW Mowing

Supplier Notes:

159	1	ROW-025	CEDARDALE RD	\$10.50
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Item Notes: ROW Mowing

Supplier Notes:

160	1	ROW-026	CEDARDALE RD	\$6.00
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Item Notes: ROW Mowing

Supplier Notes:

161	1	ROW-027	CEDARDALE RD	\$11.50
Item Notes: ROW Mowing				
Supplier Notes:				
162	1	ROW-028	CEDARDALE RD	\$11.50
Item Notes: ROW Mowing				
Supplier Notes:				
163	1	ROW-029	CEDARDALE RD	\$32.50
Item Notes: ROW Mowing				
Supplier Notes:				
164	1	ROW-030	CEDARDALE RD	\$44.00
Item Notes: ROW Mowing				
Supplier Notes:				
165	1	ROW-031	CEDARDALE RD	\$10.50
Item Notes: ROW Mowing				
Supplier Notes:				
166	1	ROW-032	CEDARDALE RD	\$12.50
Item Notes: ROW Mowing				
Supplier Notes:				
167	1	ROW-033	CEDARDALE RD	\$12.00
Item Notes: ROW Mowing				
Supplier Notes:				
168	1	ROW-059	CORNELL RD	\$63.00
Item Notes: ROW Mowing				
Supplier Notes:				

169	1	ROW-061	CORNELL RD	\$30.50
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Item Notes: ROW Mowing

Supplier Notes:

170	1	ROW-062	CORNELL RD	\$30.50
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Item Notes: ROW Mowing

Supplier Notes:

171	1	ROW-073	DONLEE RD	\$2.50
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Item Notes: ROW Mowing

Supplier Notes:

172	1	ROW-074	DONLEE RD	\$8.50
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Item Notes: ROW Mowing

Supplier Notes:

173	1	ROW-075	DONLEE RD	\$4.50
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Item Notes: ROW Mowing

Supplier Notes:

174	1	ROW-076	DONLEE RD	\$4.50
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Item Notes: ROW Mowing

Supplier Notes:

175	1	ROW-077	DONLEE RD	\$4.50
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Item Notes: ROW Mowing

Supplier Notes:

176	1	ROW-078	DONLEE RD	\$4.50
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Item Notes: ROW Mowing

Supplier Notes:

177	1	ROW-079	DONLEE RD	\$16.00
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Item Notes: ROW Mowing

Supplier Notes:

178	1	ROW-080	DONLEE RD	\$35.50
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Item Notes: ROW Mowing

Supplier Notes:

179	1	ROW-124	FERRIS RD	\$191.00
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Item Notes: ROW Mowing

Supplier Notes:

180	1	ROW-125	FERRIS RD	\$377.00
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Item Notes: ROW Mowing

Supplier Notes:

181	1	ROW-126	FERRIS RD	\$190.00
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Item Notes: ROW Mowing

Supplier Notes:

182	1	ROW-127	GREENE RD	\$30.50
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Item Notes: ROW Mowing

Supplier Notes:

183	1	ROW-128	GREENE RD	\$28.00
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Item Notes: ROW Mowing

Supplier Notes:

184	1	ROW-129	GREENE RD	\$58.50
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Item Notes: ROW Mowing

Supplier Notes:

185	1	ROW-130	GREENE RD	\$22.00
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Item Notes: ROW Mowing

Supplier Notes:

186	1	ROW-131	GREENE RD	\$68.00
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Item Notes: ROW Mowing

Supplier Notes:

187	1	ROW-132	GREENE RD	\$45.00
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Item Notes: ROW Mowing

Supplier Notes:

188	1	ROW-211	N HOUSTON SCHOOL RD	\$71.00
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Item Notes: ROW Mowing

Supplier Notes:

189	1	ROW-212	N HOUSTON SCHOOL RD	\$33.00
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Item Notes: ROW Mowing

Supplier Notes:

190	1	ROW-287	S HOUSTON SCHOOL RD	\$28.00
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Item Notes: ROW Mowing

Supplier Notes:

191	1	ROW-288	S HOUSTON SCHOOL RD	\$41.00
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Item Notes: ROW Mowing

Supplier Notes:

192	1	ROW-291	S HOUSTON SCHOOL RD	\$88.00
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Item Notes: ROW Mowing

Supplier Notes:

193	1	ROW-292	S HOUSTON SCHOOL RD	\$35.00
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Item Notes: ROW Mowing

Supplier Notes:

194	1	ROW-293	S HOUSTON SCHOOL RD	\$26.00
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Item Notes: ROW Mowing

Supplier Notes:

195	1	ROW-295	S HOUSTON SCHOOL RD	\$53.00
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Item Notes: ROW Mowing

Supplier Notes:

196	1	ROW-213	N HOUSTON SCHOOL RD	\$34.00
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Item Notes: ROW Mowing

Supplier Notes:

197	1	ROW-214	N HOUSTON SCHOOL RD	\$4.00
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Item Notes: ROW Mowing

Supplier Notes:

198	1	ROW-215	N HOUSTON SCHOOL RD	\$6.00
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Item Notes: ROW Mowing

Supplier Notes:

199	1	ROW-216	N HOUSTON SCHOOL RD	\$15.00
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Item Notes: ROW Mowing

Supplier Notes:

200	1	ROW-217	N HOUSTON SCHOOL RD	\$135.00
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Item Notes: ROW Mowing

Supplier Notes:

201	1	ROW-316	UNIVERSTIY HILLS BLVD	\$29.00
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Item Notes: ROW Mowing

Supplier Notes:

202	1	ROW-317	UNIVERSTIY HILLS BLVD	\$6.00
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Item Notes: ROW Mowing

Supplier Notes:

203	1	ROW-258	NOKOMIS RD	\$95.00
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Item Notes: ROW Mowing

Supplier Notes:

204	1	ROW-259	NOKOMIS RD	\$95.00
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Item Notes: ROW Mowing

Supplier Notes:

205	1	ROW-266	PARKERVILLE RD	\$53.00
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Item Notes: ROW Mowing

Supplier Notes:

206	1	ROW-267	PARKERVILLE RD	\$76.00
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Item Notes: ROW Mowing

Supplier Notes:

207	1	ROW-448	W REDBUD ST	\$8.00
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Item Notes: ROW Mowing

Supplier Notes:

208	1	ROW-449	W REDBUD ST	\$5.00
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Item Notes: ROW Mowing

Supplier Notes:

209	1	ROW-450	W REDBUD ST	\$20.00
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Item Notes: ROW Mowing

Supplier Notes:

210	1	ROW-451	W REDBUD ST	\$13.00
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Item Notes: ROW Mowing

Supplier Notes:

211	1	ROW-452	W REDBUD ST	\$25.00
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Item Notes: ROW Mowing

Supplier Notes:

212	1	ROW-453	W REDBUD ST	\$10.00
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Item Notes: ROW Mowing

Supplier Notes:

213	1	ROW-454	W REDBUD ST	\$12.00
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Item Notes: ROW Mowing

Supplier Notes:

214	1	ROW-455	W REINDEER RD	\$41.00
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Item Notes: ROW Mowing

Supplier Notes:

215	1	ROW-456	W REINDEER RD	\$41.00
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Item Notes: ROW Mowing

Supplier Notes:

216	1	ROW-457	W REINDEER RD	\$35.00
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Item Notes: ROW Mowing

Supplier Notes:

217	1	ROW-458	W REINDEER RD	\$12.00
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Item Notes: ROW Mowing

Supplier Notes:

218	1	ROW-459	W REINDEER RD	\$23.00
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Item Notes: ROW Mowing

Supplier Notes:

219	1	ROW-308	SUNNY MEADOW DR	\$12.00
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Item Notes: ROW Mowing

Supplier Notes:

220	1	ROW-309	SUNNY MEADOW DR	\$27.00
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Item Notes: ROW Mowing

Supplier Notes:

221	1	ROW-310	SUNNY MEADOW DR	\$7.00
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Item Notes: ROW Mowing

Supplier Notes:

222	1	ROW-311	SUNNY MEADOW DR	\$17.00
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Item Notes: ROW Mowing

Supplier Notes:

223	1	ROW-487	WEST DR	\$171.00
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Item Notes: ROW Mowing

Supplier Notes:

224	1	ROW-488	WEST DR	\$3.50
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Item Notes: ROW Mowing

Supplier Notes:

225	1	ROW-369	W MAIN ST	\$61.00
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Item Notes: ROW Mowing

Supplier Notes:

226	1	ROW-371	W MAIN ST	\$82.00
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Item Notes: ROW Mowing

Supplier Notes:

227	1	ROW-372	W MAIN ST	\$87.00
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Item Notes: ROW Mowing

Supplier Notes:

228	1	ROW-373	W MAIN ST	\$141.00
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Item Notes: ROW Mowing

Supplier Notes:

229	1	ROW-374	W MAIN ST	\$15.00
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Item Notes: ROW Mowing

Supplier Notes:

230	1	ROW-375	W MAIN ST	\$52.00
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Item Notes: ROW Mowing

Supplier Notes:

231	1	ROW-376	W MAIN ST	\$21.00
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Item Notes: ROW Mowing

Supplier Notes:

232	1	ROW-377	W MAIN ST	\$91.00
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Item Notes: ROW Mowing

Supplier Notes:

233	1	ROW-378	W MAIN ST	\$66.00
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Item Notes: ROW Mowing

Supplier Notes:

234	1	ROW-489	WHEATLAND RD	\$108.00
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Item Notes: ROW Mowing

Supplier Notes:

235	1	ROW-490	WHEATLAND RD	\$69.00
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Item Notes: ROW Mowing

Supplier Notes:

236	1	ROW-068	DANIELDALE RD	\$20.00
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Item Notes: ROW Mowing

Supplier Notes:

237	1	ROW-070	DANIELDALE RD	\$9.00
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Item Notes: ROW Mowing

Supplier Notes:

238	1	ROW-135	JEFFERSON ST	\$12.75
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Item Notes: ROW Mowing

Supplier Notes:

239	1	ROW-136	JEFFERSON ST	\$12.00
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Item Notes: ROW Mowing

Supplier Notes:

240	1	ROW-137	JEFFERSON ST	\$59.00
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Item Notes: ROW Mowing

Supplier Notes:

241	1	ROW-138	JEFFERSON ST	\$37.00
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Item Notes: ROW Mowing

Supplier Notes:

242	1	ROW-139	JEFFERSON ST	\$1.50
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Item Notes: ROW Mowing

Supplier Notes:

243	1	ROW-140	JEFFERSON ST	\$2.00
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Item Notes: ROW Mowing

Supplier Notes:

244	1	ROW-141	JEFFERSON ST	\$126.00
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Item Notes: ROW Mowing

Supplier Notes:

245	1	ROW-083	E BELT LINE RD	\$14.00
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Item Notes: ROW Mowing

Supplier Notes:

246	1	ROW-084	E BELT LINE RD	\$243.00
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Item Notes: ROW Mowing

Supplier Notes:

247	1	ROW-085	E BELT LINE RD	\$94.00
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Item Notes: ROW Mowing

Supplier Notes:

248	1	ROW-086	E BELT LINE RD	\$16.00
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Item Notes: ROW Mowing

Supplier Notes:

249	1	ROW-087	E BELT LINE RD	\$225.00
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Item Notes: ROW Mowing

Supplier Notes:

250	1	ROW-092	E PLEASANT RUN RD	\$12.00
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Item Notes: ROW Mowing

Supplier Notes:

251	1	ROW-093	E PLEASANT RUN RD	\$4.50
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Item Notes: ROW Mowing

Supplier Notes:

252	1	ROW-094	E PLEASANT RUN RD	\$7.50
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Item Notes: ROW Mowing

Supplier Notes:

253	1	ROW-095	E PLEASANT RUN RD	\$2.25
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Item Notes: ROW Mowing

Supplier Notes:

254	1	ROW-096	E PLEASANT RUN RD	\$56.00
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Item Notes: ROW Mowing

Supplier Notes:

255	1	ROW-097	E PLEASANT RUN RD	\$26.00
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Item Notes: ROW Mowing

Supplier Notes:

256	1	ROW-098	E PLEASANT RUN RD	\$8.00
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Item Notes: ROW Mowing

Supplier Notes:

257	1	ROW-099	E PLEASANT RUN RD	\$17.00
Item Notes: ROW Mowing				
Supplier Notes:				
258	1	ROW-100	E PLEASANT RUN RD	\$50.00
Item Notes: ROW Mowing				
Supplier Notes:				
259	1	ROW-101	E PLEASANT RUN RD	\$45.00
Item Notes: ROW Mowing				
Supplier Notes:				
260	1	ROW-102	E PLEASANT RUN RD	\$84.00
Item Notes: ROW Mowing				
Supplier Notes:				
261	1	ROW-103	E PLEASANT RUN RD	\$37.00
Item Notes: ROW Mowing				
Supplier Notes:				
262	1	ROW-104	E PLEASANT RUN RD	\$7.50
Item Notes: ROW Mowing				
Supplier Notes:				
263	1	ROW-113	E WINTERGREEN RD	\$18.00
Item Notes: ROW Mowing				
Supplier Notes:				
264	1	ROW-114	E WINTERGREEN RD	\$11.50
Item Notes: ROW Mowing				
Supplier Notes:				

265	1	ROW-115	E WINTERGREEN RD	\$122.00
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Item Notes: ROW Mowing

Supplier Notes:

266	1	ROW-460	W TELEPHONE RD	\$28.00
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Item Notes: ROW Mowing

Supplier Notes:

267	1	ROW-461	W TELEPHONE RD	\$38.00
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Item Notes: ROW Mowing

Supplier Notes:

268	1	ROW-462	W TELEPHONE RD	\$18.00
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Item Notes: ROW Mowing

Supplier Notes:

269	1	ROW-463	W TELEPHONE RD	\$17.00
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Item Notes: ROW Mowing

Supplier Notes:

270	1	ROW-111	E TELEPHONE RD	\$5.50
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Item Notes: ROW Mowing

Supplier Notes:

271	1	ROW-112	E TELEPHONE RD	\$16.00
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Item Notes: ROW Mowing

Supplier Notes:

272	1	ROW-464	W TELEPHONE RD	\$35.00
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Item Notes: ROW Mowing

Supplier Notes:

273	1	ROW-192	N DALLAS AVE	\$12.50
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Item Notes: ROW Mowing

Supplier Notes:

274	1	ROW-379	W PLEASANT RUN RD	\$1.25
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Item Notes: ROW Mowing

Supplier Notes:

275	1	ROW-380	W PLEASANT RUN RD	\$6.00
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Item Notes: ROW Mowing

Supplier Notes:

276	1	ROW-381	W PLEASANT RUN RD	\$24.00
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Item Notes: ROW Mowing

Supplier Notes:

277	1	ROW-382	W PLEASANT RUN RD	\$9.00
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Item Notes: ROW Mowing

Supplier Notes:

278	1	ROW-383	W PLEASANT RUN RD	\$16.00
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Item Notes: ROW Mowing

Supplier Notes:

279	1	ROW-384	W PLEASANT RUN RD	\$12.00
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Item Notes: ROW Mowing

Supplier Notes:

280	1	ROW-385	W PLEASANT RUN RD	\$14.75
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Item Notes: ROW Mowing

Supplier Notes:

281	1	ROW-386	W PLEASANT RUN RD	\$8.50
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Item Notes: ROW Mowing

Supplier Notes:

282	1	ROW-387	W PLEASANT RUN RD	\$10.50
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Item Notes: ROW Mowing

Supplier Notes:

283	1	ROW-388	W PLEASANT RUN RD	\$7.00
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Item Notes: ROW Mowing

Supplier Notes:

284	1	ROW-389	W PLEASANT RUN RD	\$2.00
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Item Notes: ROW Mowing

Supplier Notes:

285	1	ROW-390	W PLEASANT RUN RD	\$9.35
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Item Notes: ROW Mowing

Supplier Notes:

286	1	ROW-391	W PLEASANT RUN RD	\$11.50
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Item Notes: ROW Mowing

Supplier Notes:

287	1	ROW-392	W PLEASANT RUN RD	\$11.50
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Item Notes: ROW Mowing

Supplier Notes:

288	1	ROW-393	W PLEASANT RUN RD	\$4.00
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Item Notes: ROW Mowing

Supplier Notes:

289	1	ROW-394	W PLEASANT RUN RD	\$4.00
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Item Notes: ROW Mowing

Supplier Notes:

290	1	ROW-395	W PLEASANT RUN RD	\$3.00
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Item Notes: ROW Mowing

Supplier Notes:

291	1	ROW-396	W PLEASANT RUN RD	\$5.00
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Item Notes: ROW Mowing

Supplier Notes:

292	1	ROW-397	W PLEASANT RUN RD	\$2.00
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Item Notes: ROW Mowing

Supplier Notes:

293	1	ROW-398	W PLEASANT RUN RD	\$8.00
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Item Notes: ROW Mowing

Supplier Notes:

294	1	ROW-399	W PLEASANT RUN RD	\$7.00
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Item Notes: ROW Mowing

Supplier Notes:

295	1	ROW-400	W PLEASANT RUN RD	\$9.00
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Item Notes: ROW Mowing

Supplier Notes:

296	1	ROW-401	W PLEASANT RUN RD	\$9.00
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Item Notes: ROW Mowing

Supplier Notes:

297	1	ROW-402	W PLEASANT RUN RD	\$7.00
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Item Notes: ROW Mowing

Supplier Notes:

298	1	ROW-403	W PLEASANT RUN RD	\$20.00
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Item Notes: ROW Mowing

Supplier Notes:

299	1	ROW-404	W PLEASANT RUN RD	\$6.50
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Item Notes: ROW Mowing

Supplier Notes:

300	1	ROW-405	W PLEASANT RUN RD	\$8.50
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Item Notes: ROW Mowing

Supplier Notes:

301	1	ROW-406	W PLEASANT RUN RD	\$8.50
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Item Notes: ROW Mowing

Supplier Notes:

302	1	ROW-407	W PLEASANT RUN RD	\$7.00
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Item Notes: ROW Mowing

Supplier Notes:

303	1	ROW-408	W PLEASANT RUN RD	\$26.00
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Item Notes: ROW Mowing

Supplier Notes:

304	1	ROW-409	W PLEASANT RUN RD	\$7.00
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Item Notes: ROW Mowing

Supplier Notes:

305	1	ROW-410	W PLEASANT RUN RD	\$4.50
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Item Notes: ROW Mowing

Supplier Notes:

306	1	ROW-411	W PLEASANT RUN RD	\$12.00
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Item Notes: ROW Mowing

Supplier Notes:

307	1	ROW-412	W PLEASANT RUN RD	\$8.10
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Item Notes: ROW Mowing

Supplier Notes:

308	1	ROW-413	W PLEASANT RUN RD	\$33.00
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Item Notes: ROW Mowing

Supplier Notes:

309	1	ROW-058	CONNECTICUT AVE	\$83.00
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Item Notes: ROW Mowing

Supplier Notes:

310	1	ROW-072	DIZZY DEAN DR	\$24.00
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Item Notes: ROW Mowing

Supplier Notes:

311	1	ROW-366	W LONGHORN DR	\$5.00
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Item Notes: ROW Mowing

Supplier Notes:

312	1	ROW-367	W LONGHORN DR	\$18.00
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Item Notes: ROW Mowing

Supplier Notes:

313	1	ROW-368	W LONGHORN DR	\$11.00
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Item Notes: ROW Mowing

Supplier Notes:

314	1	ROW-302	S LONGHORN DR	\$12.00
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Item Notes: ROW Mowing

Supplier Notes:

315	1	ROW-303	S LONGHORN DR	\$5.50
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Item Notes: ROW Mowing

Supplier Notes:

316	1	ROW-089	E LONGHORN DR	\$5.58
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Item Notes: ROW Mowing

Supplier Notes:

317	1	ROW-090	E LONGHORN DR	\$18.00
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Item Notes: ROW Mowing

Supplier Notes:

318	1	ROW-091	E LONGHORN DR	\$24.00
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Item Notes: ROW Mowing

Supplier Notes:

319	1	ROW-264	OLD RED OAK RD	\$123.00
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Item Notes: ROW Mowing

Supplier Notes:

320	1	ROW-265	OLD RED OAK RD	\$125.00
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Item Notes: ROW Mowing

Supplier Notes:

321	1	ROW-275	ROGERS AVE	\$48.00
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Item Notes: ROW Mowing

Supplier Notes:

322	1	ROW-276	ROGERS AVE	\$33.00
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Item Notes: ROW Mowing

Supplier Notes:

323	1	ROW-277	ROGERS AVE	\$26.00
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Item Notes: ROW Mowing

Supplier Notes:

324	1	ROW-278	ROGERS AVE	\$22.00
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Item Notes: ROW Mowing

Supplier Notes:

325	1	ROW-279	ROGERS AVE	\$7.50
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Item Notes: ROW Mowing

Supplier Notes:

326	1	ROW-280	ROGERS AVE	\$19.00
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Item Notes: ROW Mowing

Supplier Notes:

327	1	ROW-281	ROGERS AVE	\$7.00
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Item Notes: ROW Mowing

Supplier Notes:

328	1	ROW-116	E WINTERGREEN RD	\$58.00
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Item Notes: ROW Mowing

Supplier Notes:

329	1	ROW-117	E WINTERGREEN RD	\$72.00
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Item Notes: ROW Mowing

Supplier Notes:

330	1	ROW-465	W WINTERGREEN RD	\$95.00
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Item Notes: ROW Mowing

Supplier Notes:

331	1	ROW-466	W WINTERGREEN RD	\$42.00
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Item Notes: ROW Mowing

Supplier Notes:

332	1	ROW-467	W WINTERGREEN RD	\$25.00
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Item Notes: ROW Mowing

Supplier Notes:

333	1	ROW-468	W WINTERGREEN RD	\$47.00
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Item Notes: ROW Mowing

Supplier Notes:

334	1	ROW-469	W WINTERGREEN RD	\$38.00
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Item Notes: ROW Mowing

Supplier Notes:

335	1	ROW-471	W WINTERGREEN RD	\$22.00
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Item Notes: ROW Mowing

Supplier Notes:

336	1	ROW-472	W WINTERGREEN RD	\$20.00
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Item Notes: ROW Mowing

Supplier Notes:

337	1	ROW-473	W WINTERGREEN RD	\$31.00
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Item Notes: ROW Mowing

Supplier Notes:

338	1	ROW-474	W WINTERGREEN RD	\$30.00
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Item Notes: ROW Mowing

Supplier Notes:

339	1	ROW-475	W WINTERGREEN RD	\$9.00
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Item Notes: ROW Mowing

Supplier Notes:

340	1	ROW-476	W WINTERGREEN RD	\$57.00
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Item Notes: ROW Mowing

Supplier Notes:

341	1	ROW-477	W WINTERGREEN RD	\$13.00
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Item Notes: ROW Mowing

Supplier Notes:

342	1	ROW-478	W WINTERGREEN RD	\$7.00
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Item Notes: ROW Mowing

Supplier Notes:

343	1	ROW-480	W WINTERGREEN RD	\$45.00
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Item Notes: ROW Mowing

Supplier Notes:

344	1	ROW-481	W WINTERGREEN RD	\$14.00
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Item Notes: ROW Mowing

Supplier Notes:

345	1	ROW-482	W WINTERGREEN RD	\$110.00
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Item Notes: ROW Mowing

Supplier Notes:

346	1	ROW-483	W WINTERGREEN RD	\$12.50
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Item Notes: ROW Mowing

Supplier Notes:

347	1	ROW-484	W WINTERGREEN RD	\$12.00
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Item Notes: ROW Mowing

Supplier Notes:

348	1	ROW-485	W WINTERGREEN RD	\$9.50
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Item Notes: ROW Mowing

Supplier Notes:

349	1	ROW-312	TEN MILE RD	\$50.00
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Item Notes: ROW Mowing

Supplier Notes:

350	1	ROW-313	TEN MILE RD	\$37.00
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Item Notes: ROW Mowing

Supplier Notes:

351	1	ROW-314	TEN MILE RD	\$87.50
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Item Notes: ROW Mowing

Supplier Notes:

352	1	ROW-260	NOKOMIS RD	\$8.00
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Item Notes: ROW Mowing

Supplier Notes:

353	1	ROW-261	NOKOMIS RD	\$9.00
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Item Notes: ROW Mowing

Supplier Notes:

354	1	ROW-273	POTOMAC DR	\$5.00
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Item Notes: ROW Mowing

Supplier Notes:

355	1	ROW-274	POTOMAC DR	\$5.00
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Item Notes: ROW Mowing

Supplier Notes:

356	1	ROW-271	POE RD	\$11.00
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Item Notes: ROW Mowing

Supplier Notes:

357	1	ROW-272	POE RD	\$11.00
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Item Notes: ROW Mowing

Supplier Notes:

358	1	ROW-105	E REINDEER RD	\$15.50
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Item Notes: ROW Mowing

Supplier Notes:

359	1	ROW-106	E REINDEER RD	\$27.00
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Item Notes: ROW Mowing

Supplier Notes:

360	1	ROW-107	E REINDEER RD	\$18.00
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Item Notes: ROW Mowing

Supplier Notes:

361	1	ROW-108	E REINDEER RD	\$22.50
Item Notes: ROW Mowing				
Supplier Notes:				
362	1	ROW-109	E REINDEER RD	\$4.00
Item Notes: ROW Mowing				
Supplier Notes:				
363	1	ROW-110	E REINDEER RD	\$33.00
Item Notes: ROW Mowing				
Supplier Notes:				
364	1	ROW-262	NOKOMIS RD	\$27.00
Item Notes: ROW Mowing				
Supplier Notes:				
365	1	ROW-263	NOKOMIS RD	\$19.00
Item Notes: ROW Mowing				
Supplier Notes:				
366	1	ROW-305	STAINBACK RD	\$31.00
Item Notes: ROW Mowing				
Supplier Notes:				
367	1	ROW-318	VAN RD	\$50.00
Item Notes: ROW Mowing				
Supplier Notes:				
368	1	ROW-304	S SUNRISE RD	\$22.00
Item Notes: ROW Mowing				
Supplier Notes:				

369	1	ROW-250	N SUNRISE RD	\$17.00
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Item Notes: ROW Mowing

Supplier Notes:

370	1	ROW-251	N SUNRISE RD	\$9.00
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Item Notes: ROW Mowing

Supplier Notes:

371	1	ROW-252	N SUNRISE RD	\$17.00
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Item Notes: ROW Mowing

Supplier Notes:

372	1	ROW-268	PINTO RD	\$33.00
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Item Notes: ROW Mowing

Supplier Notes:

373	1	ROW-269	PINTO RD	\$33.00
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Item Notes: ROW Mowing

Supplier Notes:

374	1	ROW-270	PINTO RD	\$17.00
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Item Notes: ROW Mowing

Supplier Notes:

375	1	ROW-306	STANFORD RD	\$7.00
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Item Notes: ROW Mowing

Supplier Notes:

376	1	ROW-307	STANFORD RD	\$7.00
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Item Notes: ROW Mowing

Supplier Notes:

377	1	ROW-063	DANIEL LN	\$16.00
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Item Notes: ROW Mowing

Supplier Notes:

378	1	ROW-414	W PLEASANT RUN RD	\$1.50
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Item Notes: ROW Mowing

Supplier Notes:

379	1	ROW-415	W PLEASANT RUN RD	\$11.50
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Item Notes: ROW Mowing

Supplier Notes:

380	1	ROW-416	W PLEASANT RUN RD	\$20.50
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Item Notes: ROW Mowing

Supplier Notes:

381	1	ROW-417	W PLEASANT RUN RD	\$13.00
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Item Notes: ROW Mowing

Supplier Notes:

382	1	ROW-418	W PLEASANT RUN RD	\$13.00
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Item Notes: ROW Mowing

Supplier Notes:

383	1	ROW-419	W PLEASANT RUN RD	\$4.00
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Item Notes: ROW Mowing

Supplier Notes:

384	1	ROW-420	W PLEASANT RUN RD	\$1.00
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Item Notes: ROW Mowing

Supplier Notes:

385	1	ROW-421	W PLEASANT RUN RD	\$4.50
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Item Notes: ROW Mowing

Supplier Notes:

386	1	ROW-422	W PLEASANT RUN RD	\$6.50
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Item Notes: ROW Mowing

Supplier Notes:

387	1	ROW-423	W PLEASANT RUN RD	\$25.50
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Item Notes: ROW Mowing

Supplier Notes:

388	1	ROW-424	W PLEASANT RUN RD	\$19.00
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Item Notes: ROW Mowing

Supplier Notes:

389	1	ROW-425	W PLEASANT RUN RD	\$27.00
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Item Notes: ROW Mowing

Supplier Notes:

390	1	ROW-426	W PLEASANT RUN RD	\$27.00
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Item Notes: ROW Mowing

Supplier Notes:

391	1	ROW-427	W PLEASANT RUN RD	\$8.50
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Item Notes: ROW Mowing

Supplier Notes:

392	1	ROW-428	W PLEASANT RUN RD	\$15.25
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Item Notes: ROW Mowing

Supplier Notes:

393	1	ROW-429	W PLEASANT RUN RD	\$5.75
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Item Notes: ROW Mowing

Supplier Notes:

394	1	ROW-430	W PLEASANT RUN RD	\$9.00
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Item Notes: ROW Mowing

Supplier Notes:

395	1	ROW-431	W PLEASANT RUN RD	\$7.00
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Item Notes: ROW Mowing

Supplier Notes:

396	1	ROW-432	W PLEASANT RUN RD	\$8.50
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Item Notes: ROW Mowing

Supplier Notes:

397	1	ROW-433	W PLEASANT RUN RD	\$14.50
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Item Notes: ROW Mowing

Supplier Notes:

398	1	ROW-434	W PLEASANT RUN RD	\$21.00
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Item Notes: ROW Mowing

Supplier Notes:

399	1	ROW-435	W PLEASANT RUN RD	\$8.50
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Item Notes: ROW Mowing

Supplier Notes:

400	1	ROW-436	W PLEASANT RUN RD	\$7.00
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Item Notes: ROW Mowing

Supplier Notes:

401	1	ROW-437	W PLEASANT RUN RD	\$5.50
Item Notes: ROW Mowing				
Supplier Notes:				
402	1	ROW-438	W PLEASANT RUN RD	\$1.50
Item Notes: ROW Mowing				
Supplier Notes:				
403	1	ROW-439	W PLEASANT RUN RD	\$4.50
Item Notes: ROW Mowing				
Supplier Notes:				
404	1	ROW-440	W PLEASANT RUN RD	\$4.00
Item Notes: ROW Mowing				
Supplier Notes:				
405	1	ROW-441	W PLEASANT RUN RD	\$1.50
Item Notes: ROW Mowing				
Supplier Notes:				
406	1	ROW-442	W PLEASANT RUN RD	\$1.50
Item Notes: ROW Mowing				
Supplier Notes:				
407	1	ROW-443	W PLEASANT RUN RD	\$6.00
Item Notes: ROW Mowing				
Supplier Notes:				
408	1	ROW-444	W PLEASANT RUN RD	\$1.00
Item Notes: ROW Mowing				
Supplier Notes:				

409	1	ROW-445	W PLEASANT RUN RD	\$4.00
Item Notes: ROW Mowing				
Supplier Notes:				
410	1	ROW-446	W PLEASANT RUN RD	\$1.00
Item Notes: ROW Mowing				
Supplier Notes:				
411	1	ROW-447	W PLEASANT RUN RD	\$2.00
Item Notes: ROW Mowing				
Supplier Notes:				
412	1	ROW-193	N DALLAS AVE	\$4.00
Item Notes: ROW Mowing				
Supplier Notes:				
413	1	ROW-194	N DALLAS AVE	\$6.00
Item Notes: ROW Mowing				
Supplier Notes:				
414	1	ROW-195	N DALLAS AVE	\$10.00
Item Notes: ROW Mowing				
Supplier Notes:				
415	1	ROW-196	N DALLAS AVE	\$17.50
Item Notes: ROW Mowing				
Supplier Notes:				
416	1	ROW-197	N DALLAS AVE	\$6.50
Item Notes: ROW Mowing				
Supplier Notes:				

417	1	ROW-198	N DALLAS AVE	\$3.00
Item Notes: ROW Mowing				
Supplier Notes:				
418	1	ROW-199	N DALLAS AVE	\$9.00
Item Notes: ROW Mowing				
Supplier Notes:				
419	1	ROW-246	N LONGHORN DR	\$3.50
Item Notes: ROW Mowing				
Supplier Notes:				
420	1	ROW-247	N LONGHORN DR	\$3.75
Item Notes: ROW Mowing				
Supplier Notes:				
421	1	ROW-248	N LONGHORN DR	\$4.75
Item Notes: ROW Mowing				
Supplier Notes:				
422	1	ROW-249	N LONGHORN DR	\$11.50
Item Notes: ROW Mowing				
Supplier Notes:				
423	1	ROW-352	W BELT LINE RD	\$10.00
Item Notes: ROW Mowing				
Supplier Notes:				
424	1	ROW-353	W BELT LINE RD	\$16.00
Item Notes: ROW Mowing				
Supplier Notes:				

425	1	ROW-354	W BELT LINE RD	\$12.50
Item Notes: ROW Mowing				
Supplier Notes:				
426	1	ROW-355	W BELT LINE RD	\$28.00
Item Notes: ROW Mowing				
Supplier Notes:				
427	1	ROW-356	W BELT LINE RD	\$75.00
Item Notes: ROW Mowing				
Supplier Notes:				
428	1	ROW-357	W BELT LINE RD	\$8.00
Item Notes: ROW Mowing				
Supplier Notes:				
429	1	ROW-358	W BELT LINE RD	\$2.50
Item Notes: ROW Mowing				
Supplier Notes:				
430	1	ROW-359	W BELT LINE RD	\$1.50
Item Notes: ROW Mowing				
Supplier Notes:				
431	1	ROW-360	W BELT LINE RD	\$26.00
Item Notes: ROW Mowing				
Supplier Notes:				
432	1	ROW-361	W BELT LINE RD	\$4.50
Item Notes: ROW Mowing				
Supplier Notes:				

433	1	ROW-362	W BELT LINE RD	\$29.00
Item Notes: ROW Mowing				
Supplier Notes:				
434	1	ROW-363	W BELT LINE RD	\$30.00
Item Notes: ROW Mowing				
Supplier Notes:				
435	1	ROW-364	W BELT LINE RD	\$25.00
Item Notes: ROW Mowing				
Supplier Notes:				
436	1	ROW-365	W BELT LINE RD	\$8.50
Item Notes: ROW Mowing				
Supplier Notes:				
437	1	ROW-153	N BLUEGROVE RD	\$1.00
Item Notes: ROW Mowing				
Supplier Notes:				
438	1	ROW-154	N BLUEGROVE RD	\$1.00
Item Notes: ROW Mowing				
Supplier Notes:				
439	1	ROW-155	N BLUEGROVE RD	\$15.00
Item Notes: ROW Mowing				
Supplier Notes:				
440	1	ROW-156	N BLUEGROVE RD	\$1.00
Item Notes: ROW Mowing				
Supplier Notes:				

441	1	ROW-157	N BLUEGROVE RD	\$1.00
Item Notes: ROW Mowing				
Supplier Notes:				
442	1	ROW-158	N BLUEGROVE RD	\$1.00
Item Notes: ROW Mowing				
Supplier Notes:				
443	1	ROW-159	N BLUEGROVE RD	\$1.00
Item Notes: ROW Mowing				
Supplier Notes:				
444	1	ROW-160	N BLUEGROVE RD	\$1.00
Item Notes: ROW Mowing				
Supplier Notes:				
445	1	ROW-161	N BLUEGROVE RD	\$5.00
Item Notes: ROW Mowing				
Supplier Notes:				
446	1	ROW-162	N BLUEGROVE RD	\$2.00
Item Notes: ROW Mowing				
Supplier Notes:				
447	1	ROW-163	N BLUEGROVE RD	\$1.00
Item Notes: ROW Mowing				
Supplier Notes:				
448	1	ROW-055	CHAPMAN DR	\$2.50
Item Notes: ROW Mowing				
Supplier Notes:				

449	1	ROW-218	N HOUSTON SCHOOL RD	\$21.00
Item Notes: ROW Mowing				
Supplier Notes:				
450	1	ROW-219	N HOUSTON SCHOOL RD	\$17.00
Item Notes: ROW Mowing				
Supplier Notes:				
451	1	ROW-220	N HOUSTON SCHOOL RD	\$18.25
Item Notes: ROW Mowing				
Supplier Notes:				
452	1	ROW-221	N HOUSTON SCHOOL RD	\$17.00
Item Notes: ROW Mowing				
Supplier Notes:				
453	1	ROW-222	N HOUSTON SCHOOL RD	\$16.50
Item Notes: ROW Mowing				
Supplier Notes:				
454	1	ROW-223	N HOUSTON SCHOOL RD	\$29.50
Item Notes: ROW Mowing				
Supplier Notes:				
455	1	ROW-224	N HOUSTON SCHOOL RD	\$27.50
Item Notes: ROW Mowing				
Supplier Notes:				
456	1	ROW-225	N HOUSTON SCHOOL RD	\$22.00
Item Notes: ROW Mowing				
Supplier Notes:				

457	1	ROW-226	N HOUSTON SCHOOL RD	\$11.00
		Item Notes:	ROW Mowing	
		Supplier Notes:		
458	1	ROW-227	N HOUSTON SCHOOL RD	\$1.00
		Item Notes:	ROW Mowing	
		Supplier Notes:		
459	1	ROW-228	N HOUSTON SCHOOL RD	\$36.00
		Item Notes:	ROW Mowing	
		Supplier Notes:		
460	1	ROW-229	N HOUSTON SCHOOL RD	\$26.00
		Item Notes:	ROW Mowing	
		Supplier Notes:		
461	1	ROW-230	N HOUSTON SCHOOL RD	\$38.00
		Item Notes:	ROW Mowing	
		Supplier Notes:		
462	1	ROW-231	N HOUSTON SCHOOL RD	\$30.00
		Item Notes:	ROW Mowing	
		Supplier Notes:		
463	1	ROW-232	N HOUSTON SCHOOL RD	\$4.50
		Item Notes:	ROW Mowing	
		Supplier Notes:		
464	1	ROW-118	E WINTERGREEN RD	\$9.00
		Item Notes:	ROW Mowing	
		Supplier Notes:		

465	1	ROW-119	E WINTERGREEN RD	\$10.40
Item Notes: ROW Mowing				
Supplier Notes:				
466	1	ROW-120	E WINTERGREEN RD	\$20.50
Item Notes: ROW Mowing				
Supplier Notes:				
467	1	ROW-121	E WINTERGREEN RD	\$14.00
Item Notes: ROW Mowing				
Supplier Notes:				
468	1	ROW-122	E WINTERGREEN RD	\$14.00
Item Notes: ROW Mowing				
Supplier Notes:				
469	1	ROW-123	E WINTERGREEN RD	\$13.00
Item Notes: ROW Mowing				
Supplier Notes:				
470	1	ROW-005	AMES RD	\$51.00
Item Notes: ROW Mowing				
Supplier Notes:				
471	1	ROW-012	AMES RD	\$12.00
Item Notes: ROW Mowing				
Supplier Notes:				
472	1	ROW-348	W BELT LINE RD	\$44.00
Item Notes: ROW Mowing				
Supplier Notes:				

473	1	ROW-071	DANIELDALE RD	\$15.00
Item Notes: ROW Mowing				
Supplier Notes:				
474	1	ROW-064	DANIELDALE RD	\$12.00
Item Notes: ROW Mowing				
Supplier Notes:				
475	1	ROW-188	N DALLAS AVE	\$8.00
Item Notes: ROW Mowing				
Supplier Notes:				
476	1	ROW-321	W BELT LINE RD	\$73.50
Item Notes: ROW Mowing				
Supplier Notes:				
477	1	ROW-315	UNIVERSTIY HILLS BLVD	\$51.00
Item Notes: ROW Mowing				
Supplier Notes:				
478	1	ROW-320	W BELT LINE RD	\$13.50
Item Notes: ROW Mowing				
Supplier Notes:				
479	1	ROW-294	S HOUSTON SCHOOL RD	\$83.00
Item Notes: ROW Mowing				
Supplier Notes:				
480	1	ROW-244	N LONGHORN DR	\$66.00
Item Notes: ROW Mowing				
Supplier Notes:				

481	1	ROW-470 W WINTERGREEN RD	\$124.00
Item Notes: ROW Mowing			
Supplier Notes:			
482	1	ROW-479 W WINTERGREEN RD	\$77.00
Item Notes: ROW Mowing			
Supplier Notes:			
483	1	ROW-370 W MAIN ST	\$144.00
Item Notes: ROW Mowing			
Supplier Notes:			
484	1	ROW-290 S HOUSTON SCHOOL RD	\$66.00
Item Notes: ROW Mowing			
Supplier Notes:			
485	1	ROW-289 S HOUSTON SCHOOL RD	\$81.00
Item Notes: ROW Mowing			
Supplier Notes:			
486	1	ROW-486 WEST DR	\$17.00
Item Notes: ROW Mowing			
Supplier Notes:			
487	1	ROW-152 N BLUEGROVE RD	\$104.00
Item Notes: ROW Mowing			
Supplier Notes:			
488	1	ROW-151 N BLUEGROVE RD	\$57.00
Item Notes: ROW Mowing			
Supplier Notes:			

489	1	ROW-069	DANIELDALE RD	\$36.00
Item Notes: ROW Mowing				
Supplier Notes:				
490	1	ROW-065	DANIELDALE RD	\$48.00
Item Notes: ROW Mowing				
Supplier Notes:				
491	1	ROW-066	DANIELDALE RD	\$101.00
Item Notes: ROW Mowing				
Supplier Notes:				
492	1	ROW-067	DANIELDALE RD	\$101.00
Item Notes: ROW Mowing				
Supplier Notes:				
493	1	ROW-060	CORNELL RD	\$124.00
Item Notes: ROW Mowing				
Supplier Notes:				
494	1	ROW-018	BEAR CREEK RD	\$196.00
Item Notes: ROW Mowing				
Supplier Notes:				
495	1	ROW-088	E BELT LINE RD	\$210.00
Item Notes: ROW Mowing				
Supplier Notes:				
496	1	ROW-008	AMES RD	\$33.00
Item Notes: ROW Mowing				
Supplier Notes:				

497	1	ROW-491	UNIVERSTIY HILLS BLVD	\$4.00
Item Notes: ROW Mowing				
Supplier Notes:				
498	1	ROW-492	UNIVERSTIY HILLS BLVD	\$1.00
Item Notes: ROW Mowing				
Supplier Notes:				
499	1	ROW-493	UNIVERSTIY HILLS BLVD	\$2.50
Item Notes: ROW Mowing				
Supplier Notes:				
500	1	B-01	AARON ST	\$10.00
Item Notes: BARRICADE				
Supplier Notes:				
501	1	B-02	BREEZEWOOD LN	\$10.00
Item Notes: BARRICADE				
Supplier Notes:				
502	1	B-03	CAPITOL ST	\$10.00
Item Notes: BARRICADE				
Supplier Notes:				
503	1	B-04	CEDAR VALLEY DR	\$10.00
Item Notes: BARRICADE				
Supplier Notes:				
504	1	B-05	KATY ST	\$10.00
Item Notes: BARRICADE				
Supplier Notes:				

505	1	B-06	OAKBLUFF DR EAST	\$10.00
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Item Notes: BARRICADE

Supplier Notes:

506	1	B-07	PATMAN DR	\$10.00
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Item Notes: BARRICADE

Supplier Notes:

507	1	B-08	MEADOWLARK LN	\$10.00
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Item Notes: BARRICADE

Supplier Notes:

508	1	B-09	WAYNELEE DR	\$10.00
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Item Notes: BARRICADE

Supplier Notes:

509	1	B-11	DOGWOOD TRL	\$10.00
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Item Notes: BARRICADE

Supplier Notes:

510	1	B-12	PIERSON ST	\$10.00
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Item Notes: BARRICADE

Supplier Notes:

511	1	B-13	RIVERWAY LN	\$10.00
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Item Notes: BARRICADE

Supplier Notes:

512	1	B-14	SHERWOOD AVE	\$10.00
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Item Notes: BARRICADE

Supplier Notes:

513	1	B-15	STATE ST	\$10.00
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Item Notes: BARRICADE

Supplier Notes:

514	1	B-16	STATE ST	\$10.00
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Item Notes: BARRICADE

Supplier Notes:

515	1	B-17	SUNNY MEADOW DR	\$10.00
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Item Notes: BARRICADE

Supplier Notes:

516	1	B-18	VERONA RD	\$10.00
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Item Notes: BARRICADE

Supplier Notes:

517	1	B-19	WESTERN HILLS DR	\$10.00
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Item Notes: BARRICADE

Supplier Notes:

518	1	B-20	LYON ST	\$10.00
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Item Notes: BARRICADE

Supplier Notes:

519	1	B-21	S DALLAS AVE	\$10.00
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Item Notes: BARRICADE

Supplier Notes:

520	1	B-22	N BLUEGROVE RD	\$10.00
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Item Notes: BARRICADE

Supplier Notes:

521	1	B-23	CONNETICUT AVE	\$10.00
Item Notes: BARRICADE				
Supplier Notes:				
522	1	B-24	DIZZY DEAN DR	\$10.00
Item Notes: BARRICADE				
Supplier Notes:				
523	1	CP-06	S STATE ST	\$25.00
Item Notes: CITY PROP				
Supplier Notes:				
524	1	CP-08	501 HALL ST	\$20.00
Item Notes: CITY PROP				
Supplier Notes:				
525	1	CP-10	624 W PLEASANT RUN RD	\$50.00
Item Notes: CITY PROP				
Supplier Notes:				
526	1	CP-18	1900 RIVERWAY LN	\$25.00
Item Notes: CITY PROP				
Supplier Notes:				
527	1	CP-19	1904 RIVERWAY LN	\$25.00
Item Notes: CITY PROP				
Supplier Notes:				
528	1	CP-20	1919 RIVERWAY LN	\$25.00
Item Notes: CITY PROP				
Supplier Notes:				

529	1	CP-22	2770 GANT DR	\$25.00
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Item Notes: CITY PROP

Supplier Notes:

530	1	CP-24	602 CHAPMAN DR	\$120.00
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Item Notes: CITY PROP

Supplier Notes:

531	1	CP-68	620 W PLEASANT RUN RD	\$200.00
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Item Notes: CITY PROP

Supplier Notes:

532	1	CP-62	OAKBLUFF DR	\$50.00
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Item Notes: CITY PROP

Supplier Notes:

533	1	CP-48	1200 SPRING CREEK DR	\$50.00
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Item Notes: CITY PROP

Supplier Notes:

534	1	CP-25	1401 ENCHANTED LN	\$25.00
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Item Notes: CITY PROP

Supplier Notes:

535	1	CP-26	1409 ENCHANTED LN	\$25.00
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Item Notes: CITY PROP

Supplier Notes:

536	1	CP-27	1425 ENCHANTED LN	\$25.00
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Item Notes: CITY PROP

Supplier Notes:

537	1	CP-28	1441 ENCHANTED LN	\$25.00
Item Notes: CITY PROP				
Supplier Notes:				
538	1	CP-29	1719 ENCHANTED LN	\$25.00
Item Notes: CITY PROP				
Supplier Notes:				
539	1	CP-30	1725 ENCHANTED LN	\$25.00
Item Notes: CITY PROP				
Supplier Notes:				
540	1	CP-31	1801 ENCHANTED LN	\$60.00
Item Notes: CITY PROP				
Supplier Notes:				
541	1	CP-32	1807 ENCHANTED LN	\$30.00
Item Notes: CITY PROP				
Supplier Notes:				
542	1	CP-33	1813 ENCHANTED LN	\$25.00
Item Notes: CITY PROP				
Supplier Notes:				
543	1	CP-34	1925 ENCHANTED LN	\$35.00
Item Notes: CITY PROP				
Supplier Notes:				
544	1	CP-35	2001 ENCHANTED LN	\$35.00
Item Notes: CITY PROP				
Supplier Notes:				

545	1	CP-36	101 SOUTHWOOD DR	\$45.00
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Item Notes: CITY PROP

Supplier Notes:

546	1	CP-38	241 CREEKWOOD DR	\$25.00
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Item Notes: CITY PROP

Supplier Notes:

547	1	CP-39	253 CREEKWOOD DR	\$25.00
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Item Notes: CITY PROP

Supplier Notes:

548	1	CP-41	301 N DALLAS AVE	\$25.00
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Item Notes: CITY PROP

Supplier Notes:

549	1	CP-49	2721 BREEZEWOOD LN	\$20.00
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Item Notes: CITY PROP

Supplier Notes:

550	1	CP-50	2701 BREEZEWOOD LN	\$20.00
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Item Notes: CITY PROP

Supplier Notes:

551	1	CP-52	500 QUAIL HOLLOW DR	\$20.00
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Item Notes: CITY PROP

Supplier Notes:

552	1	CP-53	504 QUAIL HOLLOW DR	\$20.00
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Item Notes: CITY PROP

Supplier Notes:

553	1	CP-54	508 QUAIL HOLLOW DR	\$25.00
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Item Notes: CITY PROP

Supplier Notes:

554	1	CP-55	512 QUAIL HOLLOW DR	\$25.00
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Item Notes: CITY PROP

Supplier Notes:

555	1	CP-56	516 QUAIL HOLLOW DR	\$20.00
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Item Notes: CITY PROP

Supplier Notes:

556	1	CP-58	520 QUAIL HOLLOW DR	\$25.00
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Item Notes: CITY PROP

Supplier Notes:

557	1	CP-57	522 QUAIL HOLLOW DR	\$25.00
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Item Notes: CITY PROP

Supplier Notes:

558	1	CP-14	2000 W BELT LINE RD	\$20.00
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Item Notes: CITY PROP

Supplier Notes:

559	1	CP-70	1433 ENCHANTED LN	\$25.00
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Item Notes: CITY PROP

Supplier Notes:

560	1	CP-71	1417 ENCHANTED LN	\$25.00
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Item Notes: CITY PROP

Supplier Notes:

561	1	CP-72	1633 ENCHANTED LN	\$20.00
Item Notes: CITY PROP				
Supplier Notes:				
562	1	CP-73	257 CREEK WOOD DR	\$20.00
Item Notes: CITY PROP				
Supplier Notes:				
563	1	CP-74	2218 W MAIN ST	\$35.00
Item Notes: CITY PROP				
Supplier Notes:				
564	1	CP-75	2100 W MAIN ST	\$60.00
Item Notes: CITY PROP				
Supplier Notes:				
565	1	CP-06	MUNICIPAL COURTS	\$75.00
Item Notes: CITY PROP				
Supplier Notes:				
566	1	CP-23	1111 N LANCASTER HUTCHINS RD	\$50.00
Item Notes: CITY PROP				
Supplier Notes:				
567	1	CP-40	701 N LANCASTER HUTCHINS RD	\$50.00
Item Notes: CITY PROP				
Supplier Notes:				
568	1	CP-97	212 N ELM ST	\$25.00
Item Notes: CITY PROP				
Supplier Notes:				

569	1	CP-60	710 MILL CREEK RD	\$25.00
Item Notes: CITY PROP				
Supplier Notes:				
570	1	CP-59	1115 W BELT LINE RD	\$47.00
Item Notes: CITY PROP				
Supplier Notes:				
571	1	DI-07	N BLUEGROVE RD	\$10.00
Item Notes: DITCH				
Supplier Notes:				
572	1	DI-18	ALBA RD	\$25.00
Item Notes: DITCH				
Supplier Notes:				
573	1	DI-20	AMES RD	\$45.00
Item Notes: DITCH				
Supplier Notes:				
574	1	DI-23	CEDARDALE RD	\$25.00
Item Notes: DITCH				
Supplier Notes:				
575	1	DI-26	CORNELL RD	\$20.00
Item Notes: DITCH				
Supplier Notes:				
576	1	DI-31	FERRIS RD	\$10.00
Item Notes: DITCH				
Supplier Notes:				

577	1	DI-35	HOUSTON SCHOOL RD	\$40.00
Item Notes: DITCH				
Supplier Notes:				
578	1	DI-43	NOKOMIS RD	\$10.00
Item Notes: DITCH				
Supplier Notes:				
579	1	GR-01	W FIRST ST	\$10.00
Item Notes: GUARDRAIL				
Supplier Notes:				
580	1	GR-02	W MAIN ST	\$10.00
Item Notes: GUARDRAIL				
Supplier Notes:				
581	1	GR-03	E MAIN ST	\$10.00
Item Notes: GUARDRAIL				
Supplier Notes:				
582	1	GR-04	W FOURTH ST	\$10.00
Item Notes: GUARDRAIL				
Supplier Notes:				
583	1	GR-05	W SIXTH ST	\$10.00
Item Notes: GUARDRAIL				
Supplier Notes:				
584	1	GR-06	W EIGHTH ST	\$10.00
Item Notes: GUARDRAIL				
Supplier Notes:				

585	1	GR-07	PECAN HOLLOW DR	\$10.00
Item Notes: GUARDRAIL				
Supplier Notes:				
586	1	GR-08	W MAIN ST	\$10.00
Item Notes: GUARDRAIL				
Supplier Notes:				
587	1	HW-01	GREEN DR	\$15.00
Item Notes: HEADWALL				
Supplier Notes:				
588	1	HW-02	DEWBERRY BLVD	\$15.00
Item Notes: HEADWALL				
Supplier Notes:				
589	1	HW-03	AMES RD	\$15.00
Item Notes: HEADWALL				
Supplier Notes:				
590	1	HW-04	BREEZEWOOD LN	\$15.00
Item Notes: HEADWALL				
Supplier Notes:				
Response Total:				\$18,897.21

LANCASTER CITY COUNCIL

Agenda Communication

June 9, 2014

Item 8

Consider an ordinance amending Chapter 6 of the Lancaster Code of Ordinances to add Article 6.12, sections 6.12.001 through 6.12.009, “Single-Family Rental Property Regulations”; providing the powers and duties of the Building official as the designated administrator; and providing for the establishment of a Rental Registration Fee; providing a penalty of fine not to exceed five hundred dollars (\$500.00).

This request supports the City Council 2013-2014 Policy Agenda.

Goal 1: Healthy, Safe and Vibrant Neighborhoods

Background

At the request of Deputy Mayor Pro Tem Harris as a result of numerous complaints received from residents within residential subdivisions regarding standards and regulations that would permit a new home builder to construct single family dwellings with the sole intent to rent or lease.

At the March 17, 2014 work session staff was asked to explore the potential for a citywide rental registration program in an effort to continue to stabilize residential neighborhoods. At the April 21, 2014 work session, City Council received a presentation on a proposal for a Rental Registration program.

The purpose of this item is to establish the Rental Registration program as directed by City Council at the April 21st work session. This item will have a companion item to establish the fees for the program, if approved.

Considerations

- **Operational** – When a rental residence is vacated by the tenant, the owner must apply for and receive a certificate of occupancy from the Building Official prior to the property being occupied by a new tenant. The Building Official or his designated representative will inspect the property and premises for compliance with this ordinance and the property maintenance code. If deficiencies are found, the Building Official may prohibit occupancy of the residence and premises until such time as the owner takes action needed to bring the residence and premises into compliance.

When the Building Official determines that a rental property and premises are in compliance with the provisions of this and other applicable codes, the Building Official shall issue a certificate of occupancy.

- **Legal** – The City Attorney has reviewed the ordinance and has approved it as to form.
- **Financial** –The rental registration fees are as follows:
 - Registration Fee: \$55.00/year and upon a change of tenant
 - Re-inspection: \$25.00

The program is designed to cover cost associated with implementation and administration.

- **Public Information** – This ordinance is being considered at a regular meeting of the City Council, posted in accordance with the Texas Open Meetings Act.

Options/Alternatives:

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

Recommendation:

Staff recommends approval of the ordinance as presented.

Attachments

- Ordinance

Submitted by:

Opal Mauldin-Robertson, City Manager
Rona Stringfellow, Assistant City Manager

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, AMENDING CHAPTER 6 OF THE LANCASTER CODE OF ORDINANCES TO ADD ARTICLE 6.12, "SINGLE-FAMILY RENTAL PROPERTY REGULATIONS", SECTIONS 6.12.001 THROUGH 6.12.009; PROVIDING FOR DEFINITIONS; PROVIDING THE POWERS AND DUTIES OF THE BUILDING OFFICIAL AS THE DESIGNATED ADMINISTRATOR; PROVIDING FOR THE ESTABLISHMENT OF A RENTAL PROPERTY REGISTRATION FEE; PROVIDING A PENALTY OF FINE NOT TO EXCEED FIVE HUNDRED DOLLARS (\$500.00); PROVIDING FOR SEVERABILITY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City Council of the City of Lancaster, deems it necessary for the purpose of promoting the health, safety and general welfare of the City and its residents, to adopt and enforce regulations regarding single-family properties which are offered for lease, barter or rent in the City, and

WHEREAS, The City Council finds that there is an increase in property maintenance and housing violations on property that is leased, bartered, or rented when compared with owner occupied properties, and

WHEREAS, Violations of the minimum property maintenance and household standard can impact the safety, health and welfare of the residents and diminish property values in the City of Lancaster; and

WHEREAS, The City Council finds that proactive exterior and interior inspections upon change of tenancy can minimize potential negative impacts to the safety, health and welfare of the occupants of the buildings as well as the surrounding neighborhood; and

WHEREAS, The Single-Family Rental Registration program shall be implemented City wide and shall apply to each single-family rental structure at the time of a change in tenant occupancy.

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

SECTION 1. The chapter 6 of the Lancaster Code of Ordinances be, and the same is, hereby amended by adding Article 6.12, "Single-Family Rental Property Regulations", which shall read as follows:

Article 6.12.000 SINGLE-FAMILY RENTAL PROPERTY REGULATIONS

Sec. 6.12.001

Definitions

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

Bedroom- A room used or intended to be used for sleeping purposes and not as a kitchen, bathroom, living room, closet, hallway, utility space, entry way, garage, patio, or breezeway.

Building- Any structure having a roof that is built, maintained, or intended for use for the shelter or enclosure of persons, animals, or property of any kind.

Building line- Any line parallel or approximately parallel to a lot line and beyond which no buildings may be erected.

Building Official- The officer or other designated authority charged with the administration and enforcement of this ordinance.

Certificate of occupancy- An official certificate issued by the City through the Chief Building Official which indicates conformance for legal use of the premises for which it is used.

Dwelling- Any building providing complete independent living facilities for one family to include permanent provisions for living, sleeping, eating, and cooking.

Family- Any number of individuals living together as a single housekeeping unit in which not more than two individuals are unrelated by blood, marriage, or adoption. Foster children shall be considered as a related member of the family.

Landlord- Any owner, resident, or non-resident, who leases, barter, or rents his single family residence to another.

Non-resident owner- Any person who does not live, stay, or dwell in a single family home in which he/she owns.

Occupancy- The use or intended use of the land or buildings by proprietors or tenants.

Owner- A person or corporation claiming, or who is vested in the ownership, dominion or title of, real property.

Premise- Means a lot, plot or parcel of land, including any structure thereon and furthermore including a dwelling unit, appurtenances thereto, grounds and facilities held out for the use of tenants generally and any other area or facility whose use is promised to the tenant.

Single family residence- A detached building containing not more than one dwelling unit entirely surrounded by open space on that lot.

Tenant- Any person who occupies a dwelling unit for dwelling purposes with the landlords consent.

Sec. 6.12.002 General

The City of Lancaster recognizes a need for an organized inspection program of residential rental properties within the City to meet City and state life safety, health, fire, and zoning codes and to provide a more efficient system for compelling both absentee and local landlords to correct violations and to maintain, in proper condition. The City recognizes that the most efficient system to provide for rental inspections is the creation of a program requiring registration and issuance of a certificate of occupancy for all Single-Family rental properties within the City so that orderly inspections can be made.

Sec. 6.12.003 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 registration, 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 residential rental properties throughout the city, concerning their compliance with this ordinance.

Sec. 6.12.004 Registration requirements

No person shall hereafter occupy or allow to be occupied any residential rental property within the City for which registration has not been completed and filed with the department of building inspections.

Sec. 6.12.005 Change in tenancy

When a rental residence is vacated by the tenant, the owner or landlord must apply for and receive a certificate of occupancy from the Building Official prior to the property being occupied by a new tenant. The Building Official or his designated representative will inspect the property and premises for compliance with this code, the international property maintenance code, international building codes and other applicable ordinances of the City. If deficiencies are found the Building Official may prohibit occupancy of the residence and premises until such time as the owner takes action needed to bring the residence and premises into compliance. The inspection required by this section shall also apply to all dwelling units and premises prior to its original occupancy as a rental property.

Sec. 6.12.006 Inspection required

- 1) All Single-Family rental properties offered for rent or lease shall be inspected upon any change of tenancy according to the Rental Property Checklist, of the adopted building and maintenance code requirements for site grading and drainage, property sanitation, sidewalks and driveways, accessory structure, pools, hot tubs, spas, extermination, exterior building conditions, interior building conditions, plumbing systems, water systems, sanitary drainage, mechanical equipment, combustion air, electrical hazards, smoke detectors, and security devices, as adopted by the code of ordinances .
- (2) A re-inspection will not be necessary if the owner (or property manager) submits sufficient proof to the City from which the City is able to determine that all noted violations have been appropriately repaired. Sufficient proof shall include an affidavit stating that the repairs have been completed, a copy of the receipt for materials used in the repair or a receipt for the work done to make the repair, and photographs of the repair(s). No certificate shall be issued, and no release of utilities shall be given if, as a result of an inspection, it is determined that the premises does not comply with the minimum housing standards contained in this Code.

Sec. 6.12.007 Certificate issued

When the Building Official determines that a rental property and premises are in compliance with the provisions of this and other applicable codes, the Building Official shall issue a certificate of occupancy.

Sec. 6.12.008 Rental Property Registration Fee

The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be as indicated in the fee schedule as established by resolution of the City of Lancaster.

Sec. 6.12.009 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.

SECTION3. If any article, paragraph or subdivision, clause or provision of this shall be judged 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 valid or unconstitutional.

SECTION 4. Any person, firm, corporation 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 offence.

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 and approved by the City Council of the City of Lancaster, Texas, on this the 9th day of June 2014.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



Rental property inspection Certificate of occupancy program

Building Inspections
972-218-1200
Website: Lancaster-tx.com

Please fill out this form in its entirety and either mail it to our office with the \$55.00 registration fee included (mailing address: City of Lancaster, Building Inspections, 700 E. Main St., Lancaster, Texas 75146).

Property Address _____

Property Owner _____

Address _____

City _____ State _____ Zip _____

Phone #: 1. _____ 2. _____

Agent/Company _____

Address _____

City _____ State _____ Zip _____

Phone# _____ 2. _____

Check the appropriate box below:

☐

I certify that I am representing the owner and I am listed above as the property owner's representative.

☐

I certify that I am the property owner.

I understand that rental properties are required to register each year and be inspected prior to a tenant change (before the tenant moves in their belongings). The \$55 registration inspection fee will be due prior to the inspection upon a change of tenant and any items noted as failed on the inspection checklist at the time of the inspection must be repaired and inspected **before a tenant moves in**. A Code Officer will return to conduct a re-inspection when scheduled by the property owner or representative. I understand that failing to comply with the Rental Registration and Inspection Program could result in fines, the unit not being approved for occupancy and water utilities not approved.

Signature of Owner or Representative

Date Signed



Property Sanitation (property clean safe and sanitary)

Site Grading and drainage (drainage swales, gutters, and grading must be maintained to provide adequate storm drainage)

Sidewalks/Driveways (all sidewalks, driveways, walkways, parking spaces, and similar areas shall be kept in proper repair and maintained free of trip hazards)

Accessory Structures (All accessory structures including detached garages, fences, and walls shall be maintained in structurally sound condition. No decayed or dilapidated materials, roofing water tight, and in a water tight weather resistant condition.)

Pool, Hot Tub, Spa (Shall be maintained and kept in a sanitary manner)

Extermination (All structures shall be kept free from insects and rodent infestation. Signs of infestation will require treatment and proof of extermination)

Exterior Building Conditions (The exterior of the structure shall be maintained in good repair, sound and sanitary condition and not a threat to public health and welfare. All exterior surfaces shall be painted and any decayed wood removed. Roof must be water tight and all broken windows repaired and no exposed electrical. Foundation repair will be required on most severe cracked foundations)



Interior Building Conditions (The interior of the structure and the equipment shall be maintained in good repair, sound and sanitary condition, All interior surfaces walls, doors, ceilings, and floors maintained in good repair. No peeling or chipped painted surfaces. Stairways and rails shall be sound and in good repair.)

Plumbing Systems (All plumbing fixtures in baths, kitchen, and around exterior of house shall be maintained in sanitary condition. Fixtures that are required by code such as lavatory, water closet, shower, bathtub, kitchen sink, and hot water heater, shall be installed and in working order with no sign of leaks.)

Water Systems (All plumbing fixtures shall be connected to an approved water system and shall be supplied with both hot and cold running water. Water heater shall be installed according to both state and local plumbing laws.)

Sanitary Drainage (All plumbing fixtures shall be connected to an approved sanitary sewer system and shows no sign of leakage.)



Mechanical Equipment (All mechanical equipment shall be installed and maintained in good repair.)

Combustion Air (All fuel burning appliance closets shall be ventilated with fresh air.)

Electrical Hazards (All improper wiring, exposed electrical conductors, damaged conductors i.e. switches and plugs will be repaired to eliminate hazard)

Smoke Detectors (Smoke alarms in existing areas are not required to be hard wired, Battery pack units are required in each sleeping room and hall ways that lead to those sleeping rooms on every floor.)

Security Devices (All rental dwellings in Texas must be equipped with keyless deadbolt)

Inspector signature

Date_____

Any discrepancies shall be resolved prior to release of utilities and any issuance of certificate of occupancy. Inspections and/or re-inspections can be scheduled by contacting the building department.



Rental Property Inspection checklist

Site Grading and drainage (302.2)

- ☐ Gutters and downspouts properly installed
- ☐ Swales properly drain
- ☐ Holding water or impeded drainage

Property Sanitation (302.1)

- ☐ Property clean of all loose trash and junk
- ☐ Outside storage not visible from public view

Sidewalks and Driveways (302.3)

- ☐ Repair pot holes in driveway
- ☐ Replace damaged section of driveway
- ☐ Repair trip hazard in driveway or sidewalk
- ☐ Repair private walkway trip hazard
- ☐ Replace private walkway
- ☐ Repair pot holes in drive approach
- ☐ Replace entire drive approach

Accessory Structure (302.7)

- ☐ Paint all exposed accessory building wood
- ☐ Replace all dilapidated building materials
- ☐ Repair exterior wall coverings
- ☐ Repair accessory building roof coverings
- ☐ Replace accessory building roof
- ☐ Demo accessory building
- ☐ Repair dilapidated fencing or gates
- ☐ Replace fencing

Pools, Hot Tubs, Spas (303)

- ☐ Clean or drain stagnant water from pool
- ☐ Clean or drain stagnant water from hot tub
- ☐ Clean or drain spa
- ☐ Pool fencing requires self-closing/latching gate
- ☐ Pool fence not proper height
- ☐ Pool fence not in compliance

**Extermination (308)**

- ☐ Proof of extermination
- ☐ Signs of infestation

Exterior Building Conditions (304)

- ☐ Remove and replace rotted exterior wood
- ☐ Paint all exposed wood
- ☐ Paint all chipped and peeling wood
- ☐ Repair roof to water tight condition
- ☐ Replace entire roof
- ☐ Repair or replace all broken windows
- ☐ Remove exposed electrical wiring
- ☐ Replace all broken electrical fixtures

Interior Building Condition (305)

- ☐ Repair holes in walls
- ☐ Repair holes in ceilings
- ☐ Replace broken doors
- ☐ Repair damaged floors
- ☐ Repair sagging ceiling
- ☐ Repair unsound stairways
- ☐ Repair, replace stairway handrails/guardrails
- ☐ Replace unsanitary floor coverings
- ☐ Clean floor coverings

Plumbing Systems (502)

- ☐ Clean and sanitize all plumbing fixtures
- ☐ Repair bath lavatory
- ☐ Install bath lavatory
- ☐ Repair kitchen sink
- ☐ Replace kitchen sink
- ☐ Repair leaking faucets or drains
- ☐ Install hot water heater
- ☐ Hot water heater not properly vented
- ☐ Connect gas lines to hot water heater
- ☐ Gas test on water heater
- ☐ Gas pressure test on all new lines
- ☐ Install vacuum breaker on all hose bibs

**Water Systems (505, 505.4)**

- ☐ Water heater vented correctly
- ☐ Water lines properly connected to water heater
- ☐ Replace water heater
- ☐ Repair plumbing fixtures

Sanitary Drainage (506.1)

- ☐ Expose sewer cleanout
- ☐ Clean out should be protected from damage
- ☐ Repair visible sewage leaks
- ☐ Connect fixtures to sanitary drainage
- ☐ OSSF in proper condition (service contract current for aerobic systems)

Mechanical Equipment (603)

- ☐ Repair mechanical equipment
- ☐ Replace mechanical equipment
- ☐ Repair condensate drains on equipment

Combustion Air (603.5)

- ☐ Install upper combustion air
- ☐ Install lower combustion air
- ☐ Appliances properly vented

Electrical Hazards (604)

- ☐ Replace all damaged electrical wiring
- ☐ Remove damaged electrical wiring
- ☐ Replace damaged wall receptacle
- ☐ Replace damaged wall switches
- ☐ Receptacles and switches properly covered
- ☐ Remove all exposed electrical wiring
- ☐ Replace all damaged fixtures

Smoke Detectors (317 IRC)

- ☐ Install smoke alarms in all bedrooms
- ☐ Install smoke alarms in hallways
- ☐ Smoke alarms work properly

Security Devices (Texas property code ch.92)

- ☐ Install new deadbolt
- ☐ Install door viewer
- ☐ Install pin lock at sliding door

LANCASTER CITY COUNCIL

Agenda Communication

June 9, 2014

Item 9

Consider a resolution amending the Master Fee Schedule, Article 3.000 Building Related Fees to provide an annual inspection fee for Single Family Residential rental units.

This request supports the City Council 2013-2014 Policy Agenda.

Goal: Healthy, Safe and Vibrant Neighborhoods

Background

This is the companion item to the Rental Registration Regulations ordinance. Staff is proposing a yearly fee of \$55.00/unit (and prior to the inspection upon a change of tenant) and \$25.00 re-inspection to be included in the City's Master Fee Schedule.

Considerations

- **Operational** - The Building Inspections Division would implement this program and the collection of the associated inspection/re-inspection fee would be due January 1st of each year and upon change of tenant.
- **Legal** – The resolution is approved by the City Attorney for use in amending the Master Fee Schedule.
- **Financial** - The projected annual revenue would support the implementation of the program including the hiring of a Permit Technician and a Building Inspector.
- **Public Information** - All landlords and tenants will be notified of the new fee. This item is considered at a regular meeting of the City Council noticed in accordance with the Texas Open Meetings Act.

Options/Alternatives

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

Recommendation

Staff recommends approval of the resolution as presented.

Attachments

- Resolution
-

Submitted by:
Steve Gilbert, Building Official

RESOLUTION NO.

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 SINGLE FAMILY RESIDENTIAL RENTAL UNITS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, after consideration and adoption of a Rental Registration 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 single family 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 9th day of June 2014.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

RESOLUTION NO. EXHIBIT “A”
CITY OF LANCASTER, TEXAS
MASTER FEE SCHEDULE

ARTICLE 3.000 BUILDING RELATED FEES

Section 3.100

....

(hh) Rental Registration Annual Inspection Fee/upon move out	\$55.00 per rental unit
Re-Inspection Fee	\$25.00 per rental unit

....

LANCASTER CITY COUNCIL

Work Session Agenda Communication

June 9, 2014

Item 10

Consider an ordinance amending the Code of Ordinances by amending Chapter 22 by adopting Article 22.13 "Photographic Enforcement and Administrative Adjudication of School Bus Stop Arm Violations", Sections 22.13.001 through 22.13.020 creating a civil offense for a school bus stop arm violation involving a camera-enforced school bus.

This request supports the City Council 2013-2014 Policy Agenda.

Goal: Healthy, Safe & Vibrant Neighborhoods

Background

Lancaster Independent School District (LISD) school buses are operated by Dallas County Schools. In February LISD entered into an interlocal agreement with Dallas County Schools, d/b/a as Texserve for equipment and administration for the Stop Arm Camera Program operations. It is a mutual objective of both Texserve and the District to reduce the possibilities of injuries caused specifically to children by the violation of motor vehicles illegally passing a school bus stopped with its stop arm extended and lights flashing for the purpose of loading and unloading students. The District utilizes school buses with video recording equipment ("Equipment Interlocal") capable of capturing video and photographic evidence of vehicles that pass a stopped school bus with its stop arm extended and lights flashing ("Stop Arm Camera Program"). The District and Dallas County Schools are requesting council consideration of an ordinance to make it a civil offense for a school bus stop arm violation involving a camera enforced school bus.

Considerations

- **Operational** –Texserve owns and maintains the equipment. This ordinance makes it a civil offense and establishes a penalty for a vehicle that passes a stopped school bus with its stop arm extended and lights flashing. Dallas County Schools will provide certified Law Enforcement Officers to review recorded images of potential violations and to issue notices of violations. Vehicle owners will be notified in writing of any delinquencies and penalties. Texserve will collect all fines, penalties and distribute proceeds to each entity. Texserve will also provide monthly reports detailing the number of notices of violations and amount of fines and penalties collected each month, provide video footage, recorded images and other information required for purposes of enforcement of the ordinance.
- **Legal** – The ordinance was prepared by the City Attorney and approved as to form.

- **Financial Impact** – Civil fines, penalties assessed must be in accordance with the Master Fee Schedule. If approved a companion item will be under consideration for applicable fees.
- **Public Information** – This ordinance is being considered at a regular meeting of the City Council, noticed in accordance with the Texas Open Meetings Act.

Options/Alternatives:

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

Recommendation:

LISD and Dallas County Schools has requested favorable consideration of the ordinance.

Attachments

Ordinance

Submitted by:

Opal Mauldin Robertson, City Manager

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 22, BY ADOPTING ARTICLE 22.13 “PHOTOGRAPHIC ENFORCEMENT AND ADMINISTRATIVE ADJUDICATION OF SCHOOL BUS STOP ARM VIOLATIONS”, SECTIONS 22.13.001 THROUGH 22.13.020, CREATING A CIVIL OFFENSE FOR A SCHOOL BUS STOP ARM VIOLATION INVOLVING A CAMERA-ENFORCED SCHOOL BUS; PROVIDING DEFENSES AND PRESUMPTIONS; PROVIDING REQUIREMENTS, PROCEDURES, AND FEES RELATING TO THE ADMINISTRATIVE ADJUDICATION OF A CIVIL SCHOOL BUS STOP ARM VIOLATION; PROVIDING FOR AN APPEAL TO MUNICIPAL COURT; PROVIDING POWERS, DUTIES, AND FUNCTIONS OF THE DIRECTOR, ENFORCEMENT OFFICERS, AND HEARING OFFICERS; PROVIDING FOR THE IMPOSITION, COLLECTION, AND DISPOSITION OF CIVIL FINES, PENALTIES, AND COSTS FOR A CIVIL SCHOOL BUS STOP ARM VIOLATION; PROVIDING FOR A CIVIL FINE OF \$300; PROVIDING A SAVING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 545.066 of the Texas Transportation Code creates a criminal offense for passing a stopped school bus that is operating certain visual signals required by Section 547.701 of the Texas Transportation Code (including red flashing lights and extended stop arms) while loading and unloading students; and

WHEREAS, the unlawful passing of such stopped school buses by motor vehicles endangers students, drivers, and the public; creates a high risk of bodily injury, death, and property damage; and increases the risk of accidents to which the city must respond at the expense of its taxpayers; and

WHEREAS, the city council believes that establishing a program providing for the photographic enforcement and administrative adjudication of school bus stop arm violations and the imposition of civil fines for those violations would reduce the number of motor vehicles unlawfully passing a stopped school bus, thereby reducing the risks associated with such violations, and would further the public health, safety, and welfare; and

WHEREAS, the city council wishes to establish such a program pursuant to its home rule authority and the authority granted under Section 542.202 of the Texas Transportation Code, which allows a city to provide for civil enforcement of certain traffic regulations within its jurisdiction and in the reasonable exercise of its police power: Now, therefore,

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

SECTION 1. That Chapter 22 of the Lancaster Code of Ordinances be, and the same is, hereby amended by adopting Article 22.13, “Photographic Enforcement and Administrative

Adjudication of School Bus Stop Arm Violations”, Sections 22.13.001 through 22.13.020, to read as follows:

“Sec. 22.13.001 Definitions

AUTOMATED SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM means the installation of Photographic School Bus Stop Arm Enforcement Systems on School Buses operated within the city for the purpose of reducing School Bus Stop Arm Violations and injuries to students citywide.

CAMERA-ENFORCED SCHOOL BUS means a School Bus equipped with a Photographic School Bus Stop Arm Enforcement System.

DATE OF ISSUANCE means the date that Notice of Violation is approved and mailed by a Law Enforcement Officer in accordance with this article.

DEPARTMENT means the department or departments of the city designated to enforce and administer this article, or the Department's designated representative.

DIRECTOR means the Director of the Department or the Director's authorized representative.

HEARING OFFICER means an individual designated by the Director to administratively adjudicate all School Bus Stop Arm Violations for which a Notice of Violation has been issued.

LAW ENFORCEMENT OFFICER means an individual licensed as a Law Enforcement Officer by the Texas Commission on Law Enforcement Officers, including a peace officer, as defined under Article 2.12, Texas Statutes, Code of Criminal Procedure.

MAIL DATE means the date that a Notice of Violation is mailed in accordance with this article.

PHOTOGRAPHIC SCHOOL BUS STOP ARM ENFORCEMENT SYSTEM means a system that:

- (a) consists of cameras installed on the exterior of a School Bus that work in conjunction with an automatic stop arm on the School Bus, which stop arm, along with flashing warning lights and other equipment required by Section 547.701(c) of the Texas Transportation Code, as amended, warns drivers that the School Bus is stopped for the purpose of loading or unloading students; and
- (b) is capable of producing a recorded image depicting the license plate attached to the front or the rear of a motor vehicle that passes the School Bus in violation of Section 22.13.004 of this Article.

RECORDED IMAGE means a photographic or digital image recorded by a Photographic School Bus Stop Arm Enforcement System that depicts the front or the rear of a motor vehicle.

SCHOOL BUS has the meaning given that term in Section 541.201 of the Texas Transportation

Code, as amended.

SCHOOL BUS STOP ARM NOTICE OF VIOLATION means the notice of a School Bus Stop-Arm Violation issued under this Article. ("NOTICE OF VIOLATION").

SCHOOL BUS STOP ARM VIOLATION means a violation of Section 22.13.004 of this Article.

Sec. 22.13.002 Law Enforcement Officers: Powers, Duties and Functions

The Director shall appoint Law Enforcement Officers to issue Notice of Violations.

(a) A Law Enforcement Officer shall have the following powers, duties, and functions:

- (1) To review recorded images from the Photographic School Bus Stop Arm Enforcement System to determine whether a School Bus Stop Arm Violation has occurred.
- (2) To order a Notice of Violation to be issued based on evidence from the recorded images.
- (3) To void recorded images due to lack of evidence or due to knowledge that a defense described in Section 22.13.004 of this Article applies.

Sec. 22.13.003 Hearing Officers: Powers, Duties and Functions

The Director shall designate Hearing Officers to administratively adjudicate all School Bus Stop Arm Violations for which a Notice of Violation has been issued.

(a) A Hearing Officer shall have the following powers, duties, and functions:

- (1) To administer oaths.
- (2) To accept admissions to, and to hear and determine contests of, School Bus Stop Arm Violations under this article.
- (3) To issue orders compelling the attendance of witnesses and the production of documents, which orders may be enforced by a municipal court.
- (4) To assess civil fines, penalties, and other costs for a School Bus Stop Arm Violation in accordance with Section 22.13.011 of this article.
- (5) To waive penalties assessed for a School Bus Stop Arm Violation in accordance with Section 22.13.011 of this article.

Sec. 22.13.004 School Bus Stop Arm Violations as Civil Offenses; Defenses; Presumptions

- (a) The owner of a motor vehicle that is operated in violation of Section 545.066 of the Texas Transportation Code, as amended, by passing a stopped Camera-Enforced School Bus displaying the visual signals required by Section 547.701(c) of the Texas Transportation Code, as amended, commits a civil offense and is liable for a civil fine assessed under this Article.
- (b) It is a defense to a charge of a School Bus Stop Arm Violation under this section:

- (1) the School Bus was not operating the visual signals required by Section 547.701(c) of the Texas Transportation Code, as amended;
 - (2) the operator of the motor vehicle was acting in compliance with the lawful order or direction of a Law Enforcement Officer;
 - (3) the operator of the motor vehicle was in the process of passing the School Bus before the School Bus operated a visual signal described by Section 547.701(c) of the Texas Transportation Code, as amended;
 - (4) the operator of the motor vehicle passed the stopped School Bus so as to yield the right of way to an immediately approaching authorized emergency vehicle;
 - (5) the motor vehicle was being operated as an authorized emergency vehicle under Chapter 546 of the Texas Transportation Code, as amended, and the operator was acting in compliance with that chapter;
 - (6) the motor vehicle was a stolen vehicle being operated by a person other than the vehicle's owner without the consent of the Vehicle Owner and proof is submitted to the Hearing Officer that the theft of the motor vehicle had been timely reported to the appropriate law enforcement agency;
 - (7) the license plate depicted in the recorded image of the School Bus Stop Arm Violation was a stolen plate being displayed on a motor vehicle other than the motor vehicle for which the plate had been issued and proof is submitted to the Hearing Officer that the theft of the license plate had been timely reported to the appropriate law enforcement agency; or
 - (8) the presence of ice, snow, unusual amounts of rain, or other unusually hazardous road conditions existed that would have made compliance with this section more dangerous under the circumstances than non-compliance.
- (c) It is presumed that the registered owner of the vehicle depicted in the recorded image of a School Bus Stop Arm Violation for which a Notice of Violation is issued is the Vehicle Owner who committed the School Bus Stop Arm Violation. Proof of ownership may be made by a computer-generated record of the registration of the vehicle with the Texas Department of Transportation showing the name of the Vehicle Owner to whom state license plates were issued. This proof is prima facie evidence of the ownership of the vehicle by the Vehicle Owner to whom the certificate of registration was issued.
- (d) A Vehicle Owner who is in the business of selling, renting, or leasing vehicles will not be liable for the civil School Bus stop arm fines, penalties, and costs imposed by the city on a vehicle for sale or a rented or leased vehicle if the Vehicle Owner presents evidence establishing that the vehicle depicted in the recorded image was at the time of the alleged violation being rented, leased, or test driven by another person. Evidence sufficient to establish that the vehicle was being rented, leased, or test driven includes:
- (1) the true name, address, and driver's license number and state of issuance of the person renting, leasing, or test driving the vehicle at the time the recorded image of the School Bus Stop Arm Violation was taken; or

- (2) a true copy of the lease or rental agreement in effect at the time the recorded image of the School Bus Stop Arm Violation was taken.
- (e) Evidence presented under Subsection (d) of this section must be presented through oral testimony or by affidavit under penalty of perjury. Evidence through oral testimony must be presented at the administrative adjudication hearing. Evidence by affidavit under penalty of perjury may be presented by mail.
- (f) If the owner of a vehicle presents evidence under Subsections (d) and (e) of this section establishing that the vehicle depicted in the recorded image was being rented, leased, or test driven at the time of the violation, the Vehicle Owner may not be held liable for civil School Bus stop arm fines, penalties, and costs, and the Law Enforcement Officer shall send the Notice of Violation to the test driver or lessee who is presumed to have committed the School Bus Stop Arm Violation. An owner of a vehicle who fails to comply with Subsections (d) or (e) of this section will be treated as any other Vehicle Owner and will be liable for the School Bus Stop Arm Violation.
- (g) If, at the time the recorded image of the School Bus Stop Arm Violation was taken, the vehicle depicted in the recorded image was owned by a person in the business of renting or leasing motor vehicles and the vehicle was being rented or leased to an individual, the Vehicle Owner shall, within 30 calendar days after the date the Notice of Violation is received, provide to the Administrator the name and address of the individual who was renting or leasing the motor vehicle depicted in the recorded image and a statement of the period during which that individual was renting or leasing the vehicle. This information must be provided regardless of whether the Vehicle Owner provides evidence under Subsections (d) and (e) of this section that the vehicle was being rented, leased, or test driven at the time of the School Bus Stop Arm Violation.
- (h) A registered Vehicle Owner named in the Notice of Violation who did not hold legal title to the motor vehicle at the time of a School Bus Stop Arm Violation will not be liable for the civil School Bus stop arm fines, penalties, and costs imposed by the city on that vehicle if the registered Vehicle Owner presents evidence establishing that another Vehicle Owner held legal title to the vehicle at the time the recorded image of the School Bus Stop Arm Violation was taken. Evidence sufficient to establish that the vehicle was owned by another Vehicle Owner at the time of the School Bus Stop Arm Violation includes:
- (1) the true name, address, and driver's license number and state of issuance of the Vehicle Owner who held legal title to the vehicle at the time the recorded image of the School Bus Stop Arm Violation was taken; or
 - (2) a true copy of any purchase or sale documentation (including proof of transfer of title) showing the name of the Vehicle Owner who held title to the vehicle at the time the recorded image of the School Bus Stop Arm Violation was taken (that Vehicle Owner's address must also be provided if not contained in the documentation).

Evidence presented under Subsection (h) of this section must be presented through oral testimony or by affidavit under penalty of perjury. Evidence through oral testimony must be presented at the administrative adjudication hearing. Evidence by affidavit under penalty of perjury may be presented by mail.

- (j) If the registered Vehicle Owner named in the Notice of Violation complies with Subsections (h) and (i) of this section, the registered Vehicle Owner may not be held liable for civil School Bus stop arm fines, penalties, and costs, and Law Enforcement Officer shall send the Notice of Violation to the Vehicle Owner who held legal title to the vehicle at the time the recorded image of the School Bus Stop Arm Violation was taken. A registered Vehicle Owner named in the Notice of Violation who fails to comply with Subsections (h) and (i) of this section will be treated as any other Vehicle Owner and will be liable for the School Bus Stop Arm Violation.

Sec. 22.13.005 School Bus Stop Arm Notice of Violation

- (a) A Notice of Violation serves as the summons and complaint for purposes of the Procedures.
- (b) The Notice of Violation must be on a form prescribed by the Administrator and must include the following information:
 - (1) The name and address of the owner of the vehicle involved in the violation.
 - (2) A description of the violation alleged.
 - (3) The date and time of the violation and the location of the School Bus where the violation occurred.
 - (4) The Notice of Violation issuance date.
 - (5) The registration number displayed on the license plate of the vehicle involved in the violation.
 - (6) A copy of a recorded image of the violation that includes a depiction of the registration number displayed on the license plate of the vehicle involved in the violation.
 - (7) The amount of the civil fine to be imposed for the violation.
 - (8) The date by which the civil fine must be paid or the request for an administrative adjudication hearing must be made.
 - (9) A statement that, in lieu of requesting an administrative adjudication hearing, the Vehicle Owner named in the Notice of Violation may pay the civil fine in person or by mail at an address designated on the Notice of Violation.
 - (10) A notification that the Vehicle Owner has the right to contest the imposition of the civil fine in an administrative adjudication hearing by submitting a written request for an administrative adjudication hearing within 30 calendar days after the date the Notice of Violation is issued.
 - (11) A notification that any request by the Vehicle Owner to have the Law Enforcement Officer who issued the Notice of Violation, present at the hearing must be made in

writing as part of the written request for an administrative adjudication hearing and that failure to timely make this request constitutes a waiver of the Vehicle Owner's right to require the presence of the Law Enforcement Officer at the hearing.

- (12) A notification that failure to pay the civil fine or to timely request an administrative adjudication hearing is considered an admission of liability for the School Bus Stop Arm Violation, is a waiver of the Vehicle Owner's right to appeal the imposition of the civil fine, and will result in the assessment of appropriate civil fines, penalties, and costs.
 - (13) A statement that the Vehicle Owner will incur a late payment penalty if the Vehicle Owner fails to pay the civil fine or request an administrative adjudication hearing within 30 calendar days after the Date of Issuance of the Notice of Violation.
 - (14) A notification that an arrest warrant may not be issued for failure to timely pay the civil fines, penalties, and costs and that the imposition of the civil penalty may not be recorded on the Vehicle Owner's driving record.
- (c) The original or any copy of a Notice of Violation is a record kept in the ordinary course of city business and is prima facie evidence of the facts contained in the Notice of Violation.

Sec. 22.13.006 Service of a School Bus Stop Arm Notice of Violation

- (a) In order to impose a civil fine under these Procedures, Law Enforcement Officer shall mail a Notice of Violation to the owner of the motor vehicle involved in the School Bus Stop Arm Violation within 30 calendar days after the date the violation is alleged to have occurred. The Notice of Violation must be mailed, by United States mail, to:
- (1) the Vehicle Owner's address as shown on the registration records of the Texas Department of Transportation;
 - (2) if the vehicle is registered in another state or country, the Vehicle Owner's address as shown on the motor vehicle registration records of the department or agency of the other state or country analogous to the Texas Department of Transportation;
 - (3) if the Vehicle Owner presents evidence or information that the vehicle was being rented, leased, or test driven at the time of the School Bus Stop Arm Violation, the address provided by the seller or lessor; or
 - (4) if the registered Vehicle Owner presents evidence that another person had legal title to the vehicle at the time of the School Bus Stop Arm Violation, the address provided.

Sec. 22.13.007 Answering a School Bus Stop Arm Notice of Violation

- (a) A Vehicle Owner who has been issued a Notice of Violation shall, either personally or through a representative, answer to the charge of the School Bus Stop Arm Violation by the date shown on the Notice of Violation, which date may not be earlier than the 30th

day after the Mail Date of the Notice of Violation issued. An answer may be made in any of the following ways:

- (1) An admission of liability with a payment of the applicable civil fine, and any additional penalties and costs.
 - (2) A request to schedule an administrative adjudication hearing to either deny liability or admit liability with an explanation before a hearing officer.
 - (3) A denial of liability accompanied by an affidavit under penalty of perjury presenting evidence that the vehicle depicted in the recorded image was at the time of the School Bus Stop Arm Violation being rented, leased, or test driven.
 - (4) A denial of liability accompanied by an affidavit under penalty of perjury presenting evidence that the person named in the Notice of Violation was not the owner of the vehicle depicted in the recorded image at the time of the violation.
 - (5) A written request for permission from a Hearing Officer to adjudicate by mail.
- (b) Payment of the civil fine and any additional penalties and costs may be made in person or by mailing Notice of Violation to the address shown on the Notice of Violation, accompanied by payment of the amount shown on the Notice of Violation. Payment by mail may be made only by credit card, money order or check. Payment of the civil fine and all penalties and costs assessed under this article operates as a final disposition of the School Bus Stop Arm Violation charge, except when payment is made to reset a scheduled hearing as assessed under Section 22.13.009.

Sec. 22.13.008 Adjudication by Mail

- (a) If a Vehicle Owner charged with a School Bus Stop Arm Violation shows good cause for not attending a hearing, either personally or through a representative, the Hearing Officer may permit the matter to be adjudicated by mail, which adjudication must be completed within 90 calendar days after the Mail Date of the Notice of Violation.
- (b) Letters, memoranda, affidavits, photographs, and other documentary materials will be admissible as evidence for the purposes of adjudication by mail. The Hearing Officer may exclude from consideration any material that is not relevant to the adjudication of the alleged violation.
- (c) Failure of the Vehicle Owner to proceed with an adjudication by mail after requesting and receiving permission to adjudicate by mail is an admission of liability for the School Bus Stop Arm Violation and will subject the Vehicle Owner to the appropriate civil fines, penalties, and costs assessed by the Hearing Officer.
- (d) If a Hearing Officer determines that adjudication cannot proceed by mail, the Hearing Officer shall advise the Vehicle Owner by first class mail that the Vehicle Owner must appear to answer the charge at a hearing.

Sec. 22.13.009 Hearings for Disposition of a School Bus Stop Arm Notice of Violation; Notice of Violation and Photographic Recorded Images as Prima Facie Evidence

- (a) Every hearing for the adjudication of a School Bus Stop Arm Violation under this article must be scheduled for a hearing date held before a Hearing Officer not later than the 30th day after the Administrator receives written request for an administrative adjudication hearing. The Administrator shall notify, by mail, the Vehicle Owner requesting a hearing of the date, time, and location of the hearing.
- (b) A Vehicle Owner may make a written request to reset a scheduled administrative adjudication hearing. A scheduled administrative adjudication hearing may not be reset more than once unless the Vehicle Owner pays an amount equal to the applicable civil fine for the School Bus Stop Arm Violation, with any additional penalties and costs. A receipt shall be issued for any amounts paid under this subsection. After presentation of the receipt, all amounts paid will be refunded to the Vehicle Owner if the Hearing Officer, or a municipal court on appeal, finds that the Vehicle Owner is not liable for the School Bus Stop Arm Violation.
- (c) At a hearing, the Notice of Violation and the recorded image produced by the Photographic School Bus Stop Arm Enforcement System are prima facie proof of the School Bus Stop Arm Violation, and the Law Enforcement Officer who issued the Notice of Violation is not required to be present unless requested by the Vehicle Owner charged or by the Hearing Officer. A Vehicle Owner's request to have the Law Enforcement Officer, who issued the Notice of Violation, present at the hearing must be in writing as part of the Vehicle Owner's request for an administrative adjudication hearing.
- (d) At a hearing, the Hearing Officer shall hear and consider evidence presented by the Administrator and by the Vehicle Owner. The formal rules of evidence do not apply to a hearing under this article, and the Hearing Officer shall make a decision based upon a preponderance of the evidence presented at the hearing, after giving due weight to all presumptions and prima facie evidence established by this article or other applicable law.
- (e) At a hearing, the reliability of the Photographic School Bus Stop Arm Enforcement System used to produce the recorded image of the School Bus Stop Arm Violation may be attested to by affidavit of the Administrator, officer or employee of the city, or of the entity with which the city contracts to install or operate the system, who is responsible for inspecting and maintaining the system. An affidavit of the Administrator, officer or employee of the city that alleges a School Bus Stop Arm Violation based on an inspection of the pertinent recorded image is admissible in a proceeding under this article, is evidence of the facts contained in the affidavit, and is prima facie evidence of the violation alleged in the Notice of Violation.
- (f) At the conclusion of the hearing, the Hearing Officer shall immediately render an order or decision, either by:

- (1) Finding the Vehicle Owner liable for the School Bus Stop Arm Violation, assessing the

applicable civil fine and any penalties and other costs in accordance with this article, and notifying the Vehicle Owner of the right to appeal to municipal court; or

(2) Finding the Vehicle Owner not liable for the School Bus Stop Arm Violation.

(g) An order of a Hearing Officer must be in writing, signed, and dated by the Hearing Officer and filed with the Administrator in a separate index and file. The order may be recorded using computer printouts, microfilm, microfiche, or similar data processing techniques.

Sec. 22.13.010 Failure to Answer a School Bus Stop Arm Notice of Violation or Failure to Appear at a Hearing

(a) The failure of a Vehicle Owner charged with a School Bus Stop Arm Violation to answer to the charge within 30 calendar days after the Mail Date or to appear at any hearing, including a hearing on appeal, when required to appear is an admission of liability for the School Bus Stop Arm Violation, and the Hearing Officer, or the municipal court in the case of an appeal, shall issue an order of liability and assess against the Vehicle Owner the appropriate civil fines, penalties, and other costs.

(b) Within seven calendar days after filing an order of liability issued under these Procedures, a Hearing Officer or the entity with which the city contracts, shall mail notice to the Vehicle Owner of the order. The notice must be sent by United States mail to the address required for service of a Notice of Violation or to the address of the Vehicle Owner last known to the Hearing Officer. The notice must include a statement of:

(1) the amount of the civil fines, penalties, and costs assessed; and

(2) the right to appeal to municipal court.

(c) Regardless of any other provision of this article, a Vehicle Owner who receives a Notice of Violation and who fails to timely pay the civil fine or fails to timely request an administrative adjudication hearing is still entitled to an administrative adjudication hearing if:

(1) the Vehicle Owner submits to the Hearing Officer a written request for a hearing, accompanied by an affidavit and filing fee assessed under this Article, that attests to the date on which the Vehicle Owner received the Notice of Violation; and

(2) the written request, filing fee assessed under this Article, and affidavit are submitted to the Hearing Officer within 30 calendar days after the date the Vehicle Owner received the Notice of Violation.

Sec. 22.13.011 Civil Fines for School Bus Stop Arm Violations; Penalties and Other Costs

- (a) If a civil fine is assessed, it must be in accordance with this section. A fine may not be waived or modified by a Hearing Officer, or by a municipal court on appeal, when a Vehicle Owner is found liable for a School Bus Stop Arm Violation, except that additional penalties and other costs may be added in accordance with this section.
- (b) The owner of a motor vehicle liable for a school bus stop arm violation shall pay a civil fine of \$300 for each violation.
- (c) An additional \$25 late payment penalty will be assessed if the vehicle owner fails to:
 - (1) answer a school bus stop arm citation within 30 calendar days after its date of issuance;
 - (2) appear at a hearing scheduled to adjudicate the school bus stop arm violation charge; or
 - (3) after being found liable, pay all civil fines, penalties, fees, and costs assessed for a school bus stop arm violation within the time designated by the hearing officer, or by the municipal court on appeal.
- (d) A penalty assessed under Subsection (c) of this section may be waived by a hearing officer, or by a municipal court on appeal, if the vehicle owner can establish that:
 - (1) through no fault of the owner:
 - (2) no notice of the school bus stop arm violation was received as required by this article;
 - (3) no notice of the hearing officer's order was received as required by this article; or
 - (4) payment of the civil fine assessed for the school bus stop arm violation was not posted in a timely manner; or
 - (5) the penalty was assessed in error.

Sec. 22.13.012 Appeal from Hearing

- (a) A vehicle owner determined by a hearing officer at an administrative adjudication hearing to be liable for a school bus stop arm violation may appeal this determination to the municipal court by filing an appeal petition, along with a filing fee of \$15, with the municipal court clerk or a deputy clerk before the 31st calendar day after the date the hearing officer's order is entered with the department. If the hearing officer's order is reversed, the \$15 filing fee will be returned by the city to the appellant.
- (b) Upon receipt of an appeal petition, the municipal court clerk or deputy clerk shall schedule an appeal hearing and notify all parties of the date, time, and location of the hearing. The enforcement officer or other authorized person who issued the civil school bus stop arm citation is not required to be present at the appeal hearing unless requested by the vehicle owner charged. A vehicle owner's request to have the enforcement officer, or other

authorized person who issued the citation, present at the appeal hearing must be in writing and made as part of the appeal petition. Failure to timely make this request constitutes a waiver of the vehicle owner's right to require the presence of the enforcement officer or other authorized person at the appeal hearing.

- (c) The appeal hearing must be a trial de novo in municipal court and is a civil proceeding. The decision of the municipal court is final.
- (d) Service of notice of appeal under this section stays the enforcement and collection of any civil fines, penalties, and costs ordered by the hearing officer. An appeal petition must be accompanied by a notarized statement in which the vehicle owner agrees to pay all civil fines, penalties, and costs ordered by the hearing officer, if the person is still found liable by the municipal court upon appeal.
- (e) At an appeal hearing, the civil school bus stop arm citation and the recorded images produced by the photographic school bus stop arm enforcement system are prima facie proof of the school bus stop arm violation, and the enforcement officer or other authorized person who issued the citation is not required to be present unless requested by the vehicle owner.
- (f) At an appeal hearing, the reliability of the photographic school bus stop arm enforcement system used to produce the recorded images of the school bus stop arm violation may be attested to by affidavit of an officer or employee of the city, or of the entity with which the city contracts to install or operate the system, who is responsible for inspecting and maintaining the system. An affidavit of an officer or employee of the city that alleges a school bus stop violation based on an inspection of the pertinent recorded images is admissible in a proceeding under this article, is evidence of the facts contained in the affidavit, and is prima facie evidence of the violation alleged in the school bus stop arm citation.

Sec. 22.13.013 Effect of Liability; Exclusion of Civil Remedy; Enforcement

- (a) The imposition of a civil fine under the Ordinance is not a conviction or criminal offense and may not be considered a conviction or criminal offense for any purpose. Failure to timely pay a civil fine may not result in an arrest warrant being issued for the Vehicle Owner and may not be recorded on the Vehicle Owner's driving record.
- (b) A civil fine may not be imposed on the owner of a motor vehicle if the operator of the vehicle was arrested or was issued a criminal citation by a Law Enforcement Officer under Section 545.066 of the Texas Transportation Code, as amended, for the School Bus Stop Arm Violation recorded by the Photographic School Bus Stop Arm Enforcement System.
- (c) The city attorney and Administrator are authorized to file suit or take other action to collect any civil fines, penalties, late fees and costs assessed under this Article.

Sec. 22.13.014 Disposition of Civil Fines, Penalties and Costs Assessed for School Bus Stop Arm Violations

Civil fines, penalties, and costs assessed under this article must be used to fund the Automated School Bus Stop Arm Enforcement Program, other programs designed to further student safety, or other traffic safety projects and improvements.

Secs. 22.13.015 – 22.13.020 Reserved.”

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, 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. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, or of the Code of Ordinances, as amended hereby, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance or the Code of Ordinances, as amended hereby, which shall remain in full force and effect.

SECTION 4. That this ordinance shall take effect immediately from and after its passage as the law and charter in such cases provide.

DULY PASSED by the City Council of the City of Lancaster, Texas, this the 9th day of June, 2014.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney
(REH.aga)

LANCASTER CITY COUNCIL

Agenda Communication

June 9, 2014

Item 11

Consider a resolution amending the Master Fee Schedule, Article 14.000 Police Department to provide fines, costs and fees for school bus stop arm violations.

This request supports the City Council 2013-2014 Policy Agenda.

Goal: Healthy, Safe and Vibrant Neighborhoods

Background

This is the companion item to the school bus stop arm violations ordinance. The proposed fines, costs, and fees:

Fines, Costs and Fees	
School Bus Stop Arm Violation Fine	\$300.00
30 Day Late Payment Penalty	\$50.00
60 Day Late Payment Penalty	\$100.00
Non-Sufficient Funds – Returned Check Fee	\$35.00
Failure to Appear Penalty	\$50.00
Administrative Adjudication Hearing Filing Fee	\$25.00
Municipal or JP Court Appeal Hearing Filing Fee	\$20.00
Hearing Rescheduling Fee	\$20.00

Considerations

- **Operational** - The Collection of the associated fees for this program will be collected by Texserve.
- **Legal** – The resolution is approved by the City Attorney for use in amending the Master Fee Schedule.
- **Financial** - The City of Lancaster will receive 12.5% of all monies collected and paid for the violations of the ordinance.
- **Public Information** - This item is considered at a regular meeting of the City Council noticed in accordance with the Texas Open Meetings Act.

Options/Alternatives

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

Recommendation

Texserve and LISD requested favorable consideration of the ordinance.

Attachments

- Resolution
-

Submitted by:

Opal Mauldin Robertson, City Manager

RESOLUTION NO.

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 SINGLE FAMILY RESIDENTIAL RENTAL UNITS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, after consideration and adoption of a Rental Registration 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 single family 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 9th day of June 2014.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

RESOLUTION NO. EXHIBIT “A”
CITY OF LANCASTER, TEXAS
MASTER FEE SCHEDULE

ARTICLE 14.000 POLICE DEPARTMENT

Section 14.100

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(e)

Fines, Costs and Fees	
School Bus Stop Arm Violation Fine	\$300.00
30 Day Late Payment Penalty	\$50.00
60 Day Late Payment Penalty	\$100.00
Non-Sufficient Funds – Returned Check Fee	\$35.00
Failure to Appear Penalty	\$50.00
Administrative Adjudication Hearing Filing Fee	\$25.00
Municipal or JP Court Appeal Hearing Filing Fee	\$20.00
Hearing Rescheduling Fee	\$20.00

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LANCASTER CITY COUNCIL

Agenda Communication

June 9, 2014

Item 12

The City Council shall convene into closed executive session pursuant to Section 551.071(a) and (b) to discuss and deliberate with the City Attorney the following pending matter in litigation, settlement and/or matters involving attorney-client privilege:

- (a) Cause No. DC-13-10151; Healthspace Regions Lancaster, LLC v. City of Lancaster in the 191st Judicial District Court of Dallas County.

This request supports the City Council 2013-2014 Policy Agenda.

Goal: Professional and Committed City Workforce

Executive Session matters.

Submitted by:

Sorangel O. Arenas, City Secretary

LANCASTER CITY COUNCIL

Agenda Communication

June 9, 2014

Item 13

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

This request supports the City Council 2013-2014 Policy Agenda.

Goal: Professional and Committed City Workforce

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

Submitted by:

Sorangel O. Arenas, City Secretary