



**NOTICE OF WORK SESSION AND SPECIAL MEETING AGENDA
LANCASTER CITY COUNCIL
MUNICIPAL CENTER CITY COUNCIL CHAMBERS
211 N. HENRY STREET, LANCASTER, TEXAS**

November 18, 2013 - 6:30 PM

6:30 p.m. WORK SESSION:

CALL TO ORDER

1. Receive a presentation and discuss the terms and conditions of a contract extension by and between the City of Lancaster and David Royar Golf Shop, Inc. for the management of the Lancaster Country View Golf Course.

Adjourn Work Session.

7:00 p.m. SPECIAL MEETING:

CALL TO ORDER

INVOCATION: Ministerial Alliance

PLEDGE OF ALLEGIANCE: Councilmember Carol Strain-Burk

PROCLAMATION:

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 October 28, 2013 and Special Meeting held November 12, 2013.
- C2. Consider a resolution authorizing the award of Bid 2013-110 for janitorial services to Entrust One Facility Services, Inc. for an amount not to exceed \$138,562.32.
- C3. Consider a resolution approving the terms and conditions of a contract extension by and between the City of Lancaster and David Royar Golf Shop, Inc. for the management of the Lancaster Country View Golf Course.
- C4. Consider a resolution approving the terms and conditions of the City owned T-Hangar non-commercial lease from building 680 at the Lancaster Regional Airport.

- C5. Consider a resolution authorizing Dallas County to resell 3136 Sherwood Avenue, a tax foreclosed property, by public or private sale, to the highest qualified purchaser, as provided by Section 34.05 of the Texas Property Tax Code.

PUBLIC HEARING:

ACTION:

6. Consider an ordinance amending the 2002 Comprehensive Plan and future Land Use Map of the City of Lancaster, Texas, as heretofore amended, by amending the land use designations of approximately 44.08 acres of property described as Lots 1, 2 and 3, Block A, Ridge Logistics Center of Smith Elkins Survey, Abstract 430, Page 325, City of Lancaster, Dallas County, Texas, located at the northeast corner of Telephone Road and North Dallas Avenue from Retail (R) to Light Industrial (LI); amending the Comprehensive Zoning Ordinance and Map of the City of Lancaster, Texas, as heretofore amended, by granting a change in zoning on approximately 11.08 acres of the property from Light Industrial (LI) to Planned Development - Neighborhood Services (PD-NS) including tracts 3, 5 and 8; and by granting a change in zoning on another 11.08 acre portion of the property from Neighborhood Services (NS) to Planned Development - Light Industrial (PD-LI) including tract 9; requiring the property to be replatted within 180 days of the effective date of this ordinance; providing for development regulations; providing for a concept plan; providing for required sign renderings; and providing a penalty of fine not to exceed the sum of two thousand dollars (\$2,000) for each offense.
7. Consider a resolution authorizing the Mayor to sign a ballot casting the City's vote for the fourth member of the Board of Directors of the Dallas Central Appraisal District.

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 November 15, 2013 @ 12:00 p.m. and copies thereof were provided to the Mayor, Mayor Pro-Tempore, Deputy Mayor Pro-Tempore and Council members.



Dolle K. Downe, TRMC
City Secretary

LANCASTER CITY COUNCIL

Work Session Agenda Communication

November 18, 2013

Item 1

Receive a presentation and discuss the terms and conditions of a contract extension by and between the City of Lancaster and David Royar Golf Shop, Inc. for the management of the Lancaster Country View Golf Course.

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

Goal: Healthy, Safe & Vibrant Neighborhoods

Background

The City entered into an extended golf course management agreement with David Royar on December 12, 2005 that originated July 1, 2003. The term of the extended contract was ten years, ending in 2015 with an automatic six month renewal unless either party gives notice of termination.

David Royar is in need of a new golf cart lease to replace inoperable golf carts and convert from electrical powered golf carts to gas powered golf carts. David has requested a contract extension from 2015 to 2017. This extension will allow David Royar to go into a four year term lease vs. a two or three year term lease that would be more costly and impact golf course maintenance as a result of higher cart lease payments.

The conditions of the new agreement will include modifying the existing agreement to relinquish the City of Lancaster of any financial obligations arising from or pertaining to the lease of said golf carts, as well as, the providing of a discounted rate of (25%) for City of Lancaster residents on green and cart fees.

Considerations

- **Operational** - The proposed contract agreement extension will permit David Royar to secure a four year lease on golf carts, reducing his operational cost and increasing course maintenance cost that potentially could yield more rounds being sold.
- **Legal** - The City Attorney reviewed the contract and resolution and approved as to form.
- **Financial** - There is no financial cost to the City to extend the contract; however there is financial benefit to extend the contract. This extension will provide for a discounted rate for City of Lancaster residents that could increase annual rounds played.

- **Public Information** – This item will be considered at a meeting of the City Council noticed in accordance with the Texas Open Meetings Act.

Options/Alternatives

(1) Continue existing contract

Although Mr. Royar will have higher operational cost, he will continue to provide the best quality golf experience for the money in the Metroplex.

(2) Extend the contract

Mr. Royar believes that with the extension of this contract, the number of rounds will continue to increase, which increases revenues to the City. A longer contract also provides continuity for the course management with Mr. Royar.

With either alternative, the City has the option to end the contract after giving notice of non-performance.

Recommendation

Staff recommends approval of the existing contract with the provisions of the City not taking on any financial obligations arising from the golf cart lease in the event of the need to terminate this agreement for cause or convenience. Staff also recommends the creation of a resident rate for Lancaster citizens (25% off of rack rate) in an effort to engage more participation from citizens.

Attachments

- Draft contract extension
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Submitted by:

Sean Johnson, Director
Parks, Recreation, Library Services and Country View Golf Course

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

GOLF MANAGER AGREEMENT

This Agreement is made by and between the City of Lancaster, Texas, a Texas municipal corporation (hereinafter referred to as the "CITY") and David Royar Golf Shop, Inc., a Texas Corporation, and David Royar, individually (hereinafter referred to collectively "MANAGER") under the following conditions and terms:

WITNESSETH:

WHEREAS, the CITY and the MANAGER entered into a personal services contract on July 1, 2003, and subsequently entered into an extended golf manager agreement on December 12, 2005 for the full supervision, operation, and management of the Lancaster Country View Golf Course (hereinafter referred to as the "GOLF COURSE"); and

WHEREAS, the MANAGER possesses unique skills required for a golf MANAGER; and

WHEREAS, the parties desire to enter into a new agreement for the supervision, operation, and management of the GOLF COURSE, and the Pro Shop and Restaurant (hereinafter referred to collectively as the "AMENITIES");

NOW, THEREFORE, in consideration of the foregoing and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

I. Golf Course Operations

A. Relationship. The MANAGER is an independent MANAGER and is not an employee or servant of the CITY. The MANAGER shall determine the legal means to accomplish the services described herein. The CITY is not responsible for withholding FICA or taxes of any kind from any payment which it owes the MANAGER. Neither the MANAGER nor persons employed by the MANAGER shall be entitled to receive any benefits that employees of the CITY are entitled to receive, and shall not be entitled to workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing, or Social Security on account of their work for the CITY.

B. Term. This Agreement will commence on the date of execution (the "Effective Date"), shall end on December 31, 2017, and upon expiration shall be automatically renewed for a period of six (6) months unless either party gives the other part written notice to terminate the Agreement ninety (90) days prior to the expiration of the then current term. The parties agree to meet during the ninety (90) days prior to the expiration of the then current term to discuss the renewal of this Agreement.

C. GOLF COURSE Operations.

- (1) The MANAGER shall control all ways and means incident to the GOLF COURSE operations, under the direction of the City Manager or designee. It is the intent of the CITY that the MANAGER shall be on the GOLF COURSE premises as much as is practicable and not away for recurring extended time periods. Any leave of more than two weeks (14 consecutive days) shall not be taken without the written approval of the City Manager or designee.
- (2) MANAGER shall employ and pay sufficient staff of his own to operate the AMENITIES including, but not limited to, Head Golf Professional (certified by the Professional Golfers Association), Assistant Golf Pro (certified by the Professional Golfers Association), Grounds Superintendent (certified by the Golf Course Superintendents Association of America), sufficient starters, marshals, cashiers, clerical persons, restaurant personnel, sales personnel, golf cart maintenance personnel, maintenance and landscape personnel, and custodial personnel for Clubhouse. MANAGER may establish salaries, bonuses and similar incentive programs for his employees as he deems appropriate.
- (3) The MANAGER will plan and prepare an annual budget for the GOLF COURSE operations and will provide timely financial reports as required by the City Manager or designee.
- (4) The MANAGER shall attend CITY staff meetings and functions as determined by the City Manager or designee.

D. Golf Lessons.

- (1) The MANAGER agrees to establish and maintain a program of golf instruction adequate to meet the demands of the public and to employ a sufficient number of competent golf instructors to meet demand. Time spent on golf instruction by any personnel retained by the MANAGER shall not interfere with the normal day to day operations of the GOLF COURSE.
- (2) MANAGER shall have the exclusive right to provide lessons at the GOLF COURSE, although sufficient allowance should be made for LISD golf teams and coaches to be able to use the facility. Such school activities should be undertaken with the approval of the MANAGER and subject to the authorization of the City Manager or designee.
- (3) MANAGER shall be permitted to give golf instructions at the GOLF COURSE and retain all income from such instruction. Time spent on golf instruction by any personnel retained by the MANAGER shall not interfere with the normal day to day operations of the GOLF COURSE.

- (3) MANAGER may retain all income from golf lessons.

E. Golf Carts.

- (1) The MANAGER shall provide and maintain all motorized golf carts in adequate numbers, as agreed upon after consultation with the City Manager or designee. Maintenance shall include, but is not limited to, repair service, preventive maintenance, damage repair, tire repair or replacement, battery replacement and other maintenance necessary to keep carts in good working order. All maintenance cost shall be paid by the MANAGER. The MANAGER may charge customary and reasonable fees for the rental of the golf carts.
- (2) MANAGER shall provide sufficient personnel to keep carts clean, operable and presentable at all times, to park carts in the storage area, and to retrieve said carts from storage as necessary to make available for patron's use.
- (3) MANAGER shall be required to provide new carts every three (3) years.
- (4) MANAGER, at his sole expense, shall provide for the cleaning and painting of parking areas in the cart storage facility.
- (5) MANAGER shall pay a portion of the gross revenues from golf cart rentals in accordance with Article VI. Financial Considerations in this agreement.

F. Golf Driving Range.

- (1) MANAGER shall provide, maintain, staff and operate a golf driving range at the GOLF COURSE.
- (2) MANAGER shall provide an adequate supply of golf balls and shall provide, maintain, and operate adequate golf ball dispensing machines, ball cleaning equipment, and any other equipment necessary to operate the driving range.
- (3) MANAGER shall provide new golf ball retrieving equipment as needed. MANAGER shall operate retrieving equipment with GOLF COURSE personnel in a prudent manner so as to properly operate the Golf Driving Range. MANAGER, at his sole expense, shall provide maintenance as may be needed on the golf ball retrieving equipment. MANAGER, at his sole expense, shall replace golf ball retrieving equipment as necessary.
- (4) MANAGER shall maintain the Driving Range grass and turf areas.

- (5) MANAGER may retain all income from the operation of the Golf Driving Range.

G. Pro Shop. The MANAGER shall provide, maintain, equip and operate a Pro Shop at the GOLF COURSE. The Pro Shop may include sales of golf clubs, golf balls, clothing, golf equipment, and other merchandise. MANAGER shall also supply and maintain basic first aid supplies and necessary fire protection equipment. MANAGER agrees that the pricing of all items sold in the Pro Shop shall be reasonable and competitive with similar retail sales operations in the area. The MANAGER shall own all merchandise. The MANAGER shall have the exclusive right to retrieve lost balls from the ponds, lakes, creeks, etc., and to sell retrieved golf balls in the Pro Shop. It shall be the responsibility of the MANAGER to supply all other equipment or supplies necessary to provide for the successful operation of the Pro Shop. The MANAGER agrees to supply and maintain all equipment necessary for the proper maintenance of all grass, natural growth, trees and shrubbery surrounding the Pro Shop area.

MANAGER shall pay a portion of the gross revenues from the Pro Shop in accordance with Article VI. Financial Considerations in this agreement.

H. Clubhouse, Food and Beverage Operations. The MANAGER shall provide, maintain, staff, and operate food and beverage concessions at the GOLF COURSE. The MANAGER agrees to supply and maintain all equipment necessary for the proper maintenance of all grass, natural growth, trees and shrubbery surrounding the Clubhouse/pro shop area.

- (1) The MANAGER shall maintain all equipment, furniture, fixtures, including kitchen equipment, located in the Clubhouse area, at the MANAGER'S sole cost and expense, whether said equipment is owned by the CITY or the MANAGER. The MANAGER shall maintain the Clubhouse and equipment in a clean and sanitary manner at all times. The MANAGER shall supply and maintain basic first aid supplies and necessary fire protection equipment. The MANAGER agrees to supply and maintain all equipment required for the Food and Beverage Operations and to supply, at the MANAGER'S sole cost and expense, other equipment or supplies which may be necessary to provide for the successful operation of the Food and Beverage Operations concessions. The MANAGER shall operate and maintain the Food and Beverage Operations in accordance with all applicable CITY and State laws, rules, and regulations.
- (2) The MANAGER shall provide a menu featuring foods, snacks, candies, beverages and refreshments of every kind for which there may be a reasonable demand. It is the intention of both parties that the Food and Beverage Operations will be a high quality food operation with a sufficiently varied menu to attract and hold increasing clientele.
- (3) The CITY will perform a Food and Beverage Operations audit at the end of every twenty-four (24) months of operation to determine any future needs or plans to expand or change the current Food and Beverage Operations.

- (4) The MANAGER shall not authorize or permit the installation of any amusement device without the written consent of the City Manager or designee. The MANAGER shall maintain adequate, qualified personnel to staff the Food and Beverage Operation and proper supervision of said staff. The employees of the MANAGER shall serve the patrons of the Golf Course promptly and in a courteous manner.
- (5) The MANAGER may sublease or contract for the operation of the Food and Beverage Operations located at the GOLF COURSE.
- (6) MANAGER shall pay a portion of the gross revenues from all Food and Beverage Operations concessions in accordance with Article VI. Financial Considerations in this agreement.

II. Maintenance of GOLF COURSE Premises

A. MANAGER shall maintain the landscaping on the GOLF COURSE premises so that all grass, natural growth, trees and shrubbery appear trimmed and attractive. MANAGER shall supply and maintain all equipment necessary for the proper maintenance of all grass, natural growth, trees and shrubbery.

B. MANAGER shall provide for all maintenance required to operate and provide a first class golf facility. This maintenance shall include those activities that are considered normal and customary for a GOLF COURSE of similar design including, but not limited to, fertilization, irrigation, weed control, insect and vermin control. Turf management to be provided by MANAGER includes, but is not limited to, general mowing, reseeding, over seeding, aeration and specialized mowing of greens.

C. MANAGER shall, at MANAGER'S sole expense, purchase all supplies and materials necessary to the proper maintenance and operation of the GOLF COURSE. Such supplies and materials may include, but are not limited to, fuel, oil, seed, landscaping plants, flowers, fertilizer, herbicide and other chemicals.

D. The MANAGER shall inform the City Manager or designee of any necessary maintenance to any building or fence at the GOLF COURSE. All buildings and fences shall be maintained by the CITY, at CITY'S sole cost and expense.

E. MANAGER, at the termination of this Agreement, shall relinquish the PREMISES in good condition, normal wear and tear excepted.

III. Promotional Programs

MANAGER shall provide for all promotional, marketing and public relations activities necessary to improve and enhance the public image and level of play at the GOLF COURSE. Expenses for said promotional, marketing and public relations activities shall be borne and paid entirely by MANAGER. MANAGER shall provide a marketing plan for review by the City

Manager or designee. MANAGER may discount green fees, cart rentals or other fees in order to increase overall revenues for the GOLF COURSE.

IV. Transition, Capital Improvements, Accounting and Reporting

A. City-Owned Equipment: MANAGER will assume operational responsibility for all CITY-owned equipment currently used in the maintenance of the GOLF COURSE. All such owned equipment shall be the property of the CITY. All insurance, maintenance, repair or necessary replacement will be at the MANAGER'S expense. Any replacement equipment will be owned by the MANAGER. Any CITY-owned equipment that is replaced will be disposed of through normal city processes.

B. Capital Improvements. MANAGER, in the performance of his duties, shall from time to time prepare recommendations for capital improvements and submit to the City Manager or designee for consideration. It is assumed that these improvements would improve the value of the GOLF COURSE and therefore would be paid by the CITY should they decide in favor of the suggested improvements.

C. Accounting Records and Reports.

- (1) During the term of this Agreement, MANAGER shall establish and maintain separate records and accounts, including a separate bank account, for the operation of this facility. Such records and accounts shall be subject to examination and audit by the CITY at any reasonable time. The form of such records and reports shall conform with generally accepted accounting practices and shall be subject to approval by the CITY Director of Finance.
- (2) MANAGER shall permit only those who have paid required green fees to play and receipts will be issued to each customer for said fees.
- (3) All green fees, cart fees, and other fees as may be required by the CITY, shall be developed and recommended by MANAGER and approved by the City Manager or designee. All fees, prices and rates shall be conspicuously posted at the GOLF COURSE.
- (4) MANAGER shall prepare a daily report showing the amounts, totals, and types of revenues collected, including number of players, green fees, types of green fees (i.e., week-day, week-end, Jr., Sr., TWI), number of golf carts rented, number of discounted rounds, and other daily items as required by the Director of Finance. Reports shall be submitted to the Director of Finances without demand or on a schedule as approved by the Director of Finance.
- (5) MANAGER shall also prepare monthly reports on revenues collected as may be required by the City Manager or designee, which shall segregate

green fees, cart rentals, restaurant, Pro shop, driving range, and golf lessons, or as otherwise may be requested by the City Manager or designee.

V. Financial Considerations

- A. In consideration of the Grant of Privileges contained herein, MANAGER agrees to pay a monthly GOLF COURSE license fee of four thousand one hundred and sixty-seven dollars (\$4,167.00) per month or MANAGER agrees to pay ten percent (10%) of gross revenues generated from green fees, cart rentals, food and beverage and other revenues of the GOLF COURSE, whichever amount is greater.
- B. MANAGER agrees to change and implement a twenty-five percent (25%) discounted green fee to residents of the City of Lancaster, Texas.
- C. Payment of fees to CITY shall be monthly on the 15th day of each month, unless otherwise specified and approved by the City Manager or designee.

VI. Structural Changes

A. MANAGER shall not make any structural alterations, repairs, or improvements to the GOLF COURSE premises or any building or structure thereon without the written consent of the City Manager or designee. Any such alterations made shall be done at the expense of the MANAGER and shall become the property of the CITY at the termination of this Agreement. The MANAGER shall make a written report to the City Manager or designee of any needed repairs, suggested alterations or improvements required.

VII. Utilities

- A. Electrical service for the entire operation of the GOLF COURSE including, Clubhouse, cart storage facility, cart recharging, maintenance facility and irrigation system, shall be paid for by the MANAGER.
- B. Natural gas service for Clubhouse shall be paid for by MANAGER.
- C. All telephone service, local and long distance, for all GOLF COURSE operations shall be paid for by the MANAGER.
- D. All water and refuse collection to include associated cost resulting from irrigation of course shall be paid for by the MANAGER.

VIII. Indemnification

A. MANAGER assumes all risks of loss or injury to MANAGER'S property or to the property or person of all its agents, employees, invitees, customers, or others arising from the MANAGER'S operations on CITY premises; and MANAGER shall, at his own cost and expense, defend and protect the CITY and indemnify and hold harmless the CITY from any and all claims,

demands, suits, judgments, costs or expenses (including attorney's fees and other cost of litigation) on account of any such loss or injury related to MANAGER operations. MANAGER further agrees to indemnify and hold the CITY harmless from any and all claims or losses which may result from any negligence or misconduct on the part of the MANAGER, his agents, employees or representative.

B. MANAGER agrees to name the CITY a co-insured party and supply the CITY with a duplicate copy of an insurance policy acceptable to the CITY providing public liability insurance in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) for each person, Five Hundred Thousand Dollars (\$500,000.00) for each single occurrence for bodily injury or death, and One Hundred Thousand Dollars (\$100,000.00) for each single occurrence for injury to or destruction of property arising out of MANAGER'S operations on CITY premises, whether the sole responsibility of MANAGER, his agents or employees, or the joint responsibility of the CITY, its agents or employees.

C. MANAGER shall be responsible to provide worker's compensation insurance coverage or a worker's accident insurance policy for all its employees.

D. CITY shall provide general liability, through its Risk Management Program, insurance coverage at the GOLF COURSE similar to other CITY facilities. Such coverage shall be for appropriate liability coverage for CITY property and vehicle liability.

IX. Termination

A. It is understood and agreed that either party may terminate this Agreement ninety (90) days after delivering to the other party, notice in writing, of its intention to terminate.

B. If the CITY elects to terminate for cause or convenience upon ninety (90) days notice, MANAGER agrees to either:

- (1) Continue payment of golf cart lease at MANAGER'S expense or assign to the successor manager; or
- (2) Arrange for a successor manager or other person to purchase any and all existing inventory and equipment at a price to be negotiated.
- (3) In no event shall the City be obligated or required to purchase or assume any obligation of the Manager.

X. Default

If the MANAGER defaults in the performance of any duties or obligations under this Agreement, or fails to pay the amounts which become due to the CITY hereunder, or if the MANAGER makes an assignment of assets or places assets in the possession of a receiver, then and in any such case, the CITY may, at its option, declare this Agreement null and void for cause and repossess the GOLF COURSE and AMENITIES. It is further agreed that one or more

instances of forbearance by the CITY in the exercise of its rights hereunder shall in no way constitute a waiver of said rights.

XI. Notice

Any and all payments, notices, demands, or other communication shall be in writing and shall be deemed given when hand delivered or sent Registered or Certified Mail, Postage Prepaid, in the United States Mail, addressed as set forth below, or to such other address as either of the parties shall advise the other in writing.

If intended for **CITY**:

City Manager
City of Lancaster
P.O. Box 940
Lancaster, Texas 75146-0940

If intended for **MANAGER**:

Mr. David Royar
Manager
Lancaster Country View Golf Course
240 West Beltline Road
Lancaster, Texas 75146

XII. Amendments

This Agreement may only be amended by mutual written agreement amending the same and being executed by both parties.

XIII. Miscellaneous Provisions

A. Laws and Regulations. MANAGER shall abide by all local, state and federal laws and regulations in operating the entire Golf facility and shall abide by all CITY regulations and policies as directed by the City Manager or designee.

B. Transfer in the Event of Death. In case of death of the MANAGER, this Agreement shall terminate. In such event, CITY shall make arrangements for the temporary management of the GOLF COURSE and AMENITIES to a replacement MANAGER and CITY shall also make arrangements for payment to MANAGER'S estate of MANAGER'S equity in inventory and/or equipment as may be appropriate.

C. Private Club License. MANAGER must be capable of obtaining, at his sole cost and expense, a private club license under the appropriate provisions of TABC rules, for the purpose of serving alcoholic beverages in a private club.

D. Attorney's Fees. In the event legal action is undertaken by the CITY to collect rentals due or to collect damages for breach of this Agreement by the MANAGER, the CITY shall be entitled to reasonable attorney's fees which shall be deemed to be not less than ten percent (10%) of any amount recovered in such action.

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

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

G. Assignment. This Agreement shall not be assigned by MANAGER, nor shall MANAGER permit any other person, firm, or corporation to conduct any part of the GOLF COURSE operations without the prior written approval of the City Council of the CITY of Lancaster.

H. Disposition of MANAGER'S Property. Upon termination of this Agreement by expiration or for cause, the CITY will not be liable in any way for costs or expenses associated with MANAGER'S inventory, equipment or other property. MANAGER assumes full responsibility for the sale or other disposition of any such property, and CITY has no obligation whatsoever to MANAGER in connection therewith. For the purposes of this Agreement, the death of the MANAGER during the term of this Agreement shall not be treated as a termination by expiration or for cause, and the MANAGER'S inventory, equipment and other property shall be disposed of pursuant to the provisions of this Agreement.

I. Severability. Should any section, paragraph, sentence, clause or phrase hereof be held or determined to be invalid or unconstitutional for any reason, such holding shall not affect the validity of the remaining portions hereof which are declared to be severable.

EXECUTED on this ____ day of _____, 2013.

MANAGER:

DAVID ROYAR GOLF SHOP, INC.

By: _____
David Royar
Lancaster Country View Golf Course
240 W. Belt Line Road
Lancaster, Texas 75146

DAVID ROYAR, INDIVIDUALLY

By: _____
David Royar

CITY:

CITY OF LANCASTER, TEXAS

By: _____
Opal Mauldin-Robertson, City Manager
City of Lancaster
P. O. Box 940
211 North Henry Street
Lancaster, Texas 75146-0946

APPROVED AS TO FORM:

Robert E. Hager, City Attorney
(REH/mpm 11/13/13)

LANCASTER CITY COUNCIL

Agenda Communication

November 18, 2013

Item 1

Consider approval of minutes from the City Council Regular Meeting held October 28, 2013 and Special Meeting held November 12, 2013.

Background

Attached for your review and consideration are minutes from the:

- City Council Regular Meeting held October 28, 2013
- City Council Special Meeting held November 12, 2013

Submitted by:

Dolle K. Downe, City Secretary

MINUTES

LANCASTER CITY COUNCIL MEETING OF OCTOBER 28, 2013

The City Council of the City of Lancaster, Texas, met in Regular session in the Council Chambers of City Hall on October 28, 2013 at 7:00 p.m. with a quorum present to-wit:

Councilmembers Present:

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

Councilmember Absent:

Marco Mejia

City Staff Present:

Opal Mauldin Robertson, City Manager
Cheryl Womble, Executive Assistant to City Manager
Austin James, Community Relations Team Leader
Thomas Griffith, Fire Chief
Cheryl Wilson, Police Chief
M. C. Smith, Assistant Chief of Police
Ed Brady, Economic Development Director
Sean Johnson, Parks, Recreation and Library Director
Dori Lee, Human Resources Director
Rona Stringfellow, Managing Director Public Works / Development Services
Jim Brewer, Assistant Director Public Works / Development Services
Shwetha Pandurangi, City Engineer
Surupa Sen, Senior Planner
Robert E. Hager, City Attorney
Dolle Downe, City Secretary
Angie Arenas, Assistant City Secretary

Call to Order:

Mayor Knight called the meeting to order at 7:00 p.m. on October 28, 2013.

Invocation:

Deacon Jones with World Harvest Ministries gave the invocation.

Pledge of Allegiance:

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

Proclamation:

Mayor Knight read a proclamation acknowledging the Lancaster I.S.D. Girls Track Team and their accomplishments. Coach Beverly Humphrey accepted the proclamation and thanked the City and City Council for their acknowledgement and support.

Presentation

Mayor Knight presented Graduate Certificates to members of the recent Civic Leadership Academy, congratulating members on successful completion of the program. Certificates were presented to: Tiffany Davis, Terrence Comick, James Carter, Wilanda Blunt, Tiffany Devereaux, Racheal Hill, Marvin Earle, Barbara Hughes, Lawrence Greer, Stacy Marshall, Darryl Richardson, Cynthia Richardson, and Donna Taylor. Also graduating but unable to attend were: Linda Adair, Desarea Bradley and Charlesetta McCray.

Civic Leadership Graduate Marvin Earle made a special presentation of a plaque to City Manager Mauldin Robertson acknowledging her leadership and vision for the City. Mr. Earle also presented a plaque to Councilmember Jaglowski for his involvement with the Civic Leadership Academy class, expressing their appreciation for his participation.

Citizens Comments:

There were no requests to speak.

Mayor Knight announced that additional research is necessary regarding consent item C4 and item C4 is being pulled from the agenda and would be presented for consideration at a later date.

- C4. Consider a resolution accepting the terms and conditions of a Sanitary Sewer Easement Document for the installation of a sewer line across Dallas County's 125-acre Ten Mile Creek Preserve and the compensation for the easement, by and between Dallas County and City of Lancaster.**

Consent Agenda:

City Secretary Downe read the consent agenda.

- C1. Consider approval of minutes from the City Council Regular Meeting held October 14, 2013.**
- C2. Consider a resolution authorizing the City Manager to execute an Ambulance Services Agreement with Dallas County for the provision of ambulance services to unincorporated areas adjacent to the City of Lancaster.**
- C3. Consider a resolution authorizing the City Manager to execute a Fire Protection Agreement with Dallas County for the provision of fire protection services to unincorporated areas adjacent to the City of Lancaster.**
- C5. Consider an ordinance amending the Code of Ordinances by amending Chapter 8, Article 8.02, "Alarm Systems," Section 8.02.006, permit required; permit required for police response; application; issuance, and providing for a new section 8.02.025; providing a penalty of fine not to exceed five hundred dollars (\$500.00).**

Councilmember Harris pulled item C5 from the consent agenda.

MOTION: Councilmember Strain-Burk made a motion, seconded by Deputy Mayor Pro Tem Morris, to approve consent items C1 – C3. The vote was cast 6 for, 0 against [Mejia absent].

Councilmember Harris requested the City Manager give an overview related to the proposed amendment to police response to alarms. City Manager Mauldin Robertson noted that in January 2011, the Alarms Systems ordinance had been amended to refuse police response to any alarm notification from an alarm site that does not have a valid permit unless the alarm notification is of a certain nature, such as robbery, panic, duress or report to a 911 emergency telephone. City Manager Mauldin Robertson noted that with increased concern regarding crime, the Police Department feels that it is appropriate to respond to all alarms, stating that the proposed amendment would provide for response to all alarms whether permitted or not.

Councilmember Harris commented on how vitally important it is for the citizens to know that a response will be made and thanked the Police Department for bringing the amendment forward.

MOTION: Deputy Mayor Pro Tem Morris made a motion, seconded by Councilmember Strain-Burk, to approve consent item C5 as presented. The vote was cast 6 for, 0 against [Mejia absent].

Mayor Knight moved to agenda item 8.

8. Consider confirmation of Cheryl Wilson as Chief of Police of the Lancaster Police Department; and administer Oath of Office.

City Manager Mauldin Robertson presented Cheryl Wilson as her appointment for Chief of Police noting her 24 years of law enforcement experience with the Dallas County Sheriff's Department.

MOTION: Mayor Pro Tem Daniels made a motion, seconded by Councilmember Jaglowski, to confirm the appointment of Cheryl Wilson as Chief of Police of the Lancaster Police Department. A roll call vote was cast 6 for, 0 against [Mejia absent].

City Secretary Downe administered the Oath of Office for Police Chief Wilson.

Police Chief Wilson made brief remarks expressing appreciation for the opportunity to serve the community.

Mayor Knight called for a brief recess at 7:24 p.m. The meeting was reconvened at 7:34 p.m.

6. Conduct a public hearing and consider an ordinance amending the 2002 Comprehensive Plan by designating approximately 44.08 acres of land from Retail (R) to Light Industrial (LI) and to rezone approximately 11.08 acres of land from Light Industrial (LI) to Neighborhood Services (NS) and to rezone an additional 11.08 acres of land from Neighborhood Services (NS) to Light Industrial (LI). The Property is located on the Northeast corner of Telephone Road and North Dallas Avenue. The property is approximately 44.08 acres, described as Lots 1, 2 and 3; Block A, Ridge Logistics Center of Smith Elkins Survey, Abstract 430, Page 325, City of Lancaster, Dallas County, Texas.

Managing Director Stringfellow gave a presentation and outlined the zoning re-assignment request for a total of 44.08 acres with currently approximately 33 acres zoned LI – Light Industrial and the remaining 11.08 acres zoned NS – Neighborhood Services at the northeast corner of Telephone Road and N. Dallas Avenue. The request is for 11.08 acres of NS zoned land to be rezoned to LI and an equivalent 11.08 acres of LI zoned land to be rezoned to NS in three pieces (6.49, 1.68 and 3.85 acres) around the proposed Balmorhea Drive. The new zoning designation will be Planned Development.

Director Stringfellow noted that the property is currently undeveloped and is part of the Ridge Logistics Center development in Dallas and the proposed Logistics Distribution Center west of the site. It was noted that approximately 1.4 acres of open space will be preserved to protect an existing stand of native trees.

Councilmember Strain-Burk asked about a deceleration lane going north. Director Stringfellow indicated that there is a deceleration lane so as to not impede north bound traffic.

Deputy Mayor Pro Tem Morris asked if the property owners will utilize Lancaster or Dallas water utilities. Director Stringfellow stated that it will depend on how the site plan is laid out, noting that any needs within the Lancaster corporate limits will take Lancaster water.

Councilmember Jaglowski confirmed that many of the buildings in the Neighborhood Services zoning will require Lancaster water. Councilmember Jaglowski asked when the 500 foot of landscaping will be installed. City Engineer Pandurangi stated that the landscaping is on hold due to the 96 inch water line being negotiated by the city of Dallas and Lancaster and that it will probably be about five years before the line is completed.

Dan Grant with Kimley-Horn and Associates made a brief presentation on the project highlighting the opportunities to capture some tax revenues by developing the hard corner of the project as presented.

Councilmembers discussed various permissible uses that may be added into the Planned Development. It was decided that councilmembers may submit a list of permissible uses they desired for inclusion in the ordinance if zoning is approved.

Mayor Knight opened the public hearing.

There were no requests to speak in favor or in opposition of the rezoning request.

MOTION: Mayor Pro Tem Daniels made a motion, seconded by Councilmember Strain-Burk, to close the public hearing. The vote was cast 6 for, 0 against [Mejia absent].

MOTION: Councilmember Strain-Burk made a motion, seconded by Mayor Pro Tem Daniels, to approve zoning case Z13-03 as recommended by the Planning and Zoning Commission, including the ten prohibited uses for the Planned Development zoning. The vote was cast 6 for, 0 against [Mejia absent].

[With zoning approved, the ordinance outlining additional permissible uses will be presented to Council at the November 18, 2013 special meeting.]

7. **Consider an ordinance approving a negotiated resolution between the Atmos Cities Steering Committee and Atmos Energy Corporation, Mid-Tex Division regarding the company's 2013 annual rate review mechanism filing in all cities exercising original jurisdiction.**

City Manager Mauldin Robertson noted that the ordinance and rate tariffs are the result of negotiations between the Atmos Cities Steering Committee (ACSC) and Atmos to resolve issues raised by ACSC during the evaluation of Atmos Mid-Tex's Rate Review Mechanism (RRM) filing. As a result of the negotiations, ACSC was able to reduce Atmos' requested \$22.7 million increase to \$16.6 million. It was noted that effective January 1, 2014, the average residential customer will experience an increase of approximately \$0.74 per month.

MOTION: Councilmember Strain-Burk made a motion, seconded by Councilmember Jaglowski, to approve an ordinance approving a negotiated resolution between the Atmos Cities Steering Committee and Atmos Energy Corporation, Mid-Tex Division regarding the company's 2013 annual rate review mechanism filing in all cities exercising original jurisdiction. The vote was cast 6 for, 0 against [Mejia absent].

Executive Session:

9. **The City Council shall convene into closed executive session pursuant to Section § 551.074 (a)(1) of the TEXAS GOVERNMENT CODE to deliberate:**

- (a) **the evaluation and duties of a public officer or employee, to-wit: the City Manager; and,**

With regard to the City Manager portion of the Executive Session, item 9(a), City Council discussed postponement until all councilmembers could be present.

MOTION: Deputy Mayor Pro Tem Morris made a motion, seconded by Councilmember Strain-Burk, to table item 9(a) to a special called meeting on November 4, 2013. The vote was cast 5 for, 1 against [Knight] [Mejia absent].

At 8:25 p.m. Council recessed to go into Executive Session. At 8:29 p.m. the Council convened into closed Executive Session pursuant to:

- (b) **the evaluation and duties of a public officer or employee, to-wit: the City Secretary.**

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

The City Council recessed from Executive Session at 8:54 p.m. and reconvened into open session at 8:55 p.m.

No action was taken following Executive Session.

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

The meeting was adjourned at 8:55 p.m.

ATTEST:

APPROVED:

Dolle K. Downe, City Secretary

Marcus E. Knight, Mayor

MINUTES

LANCASTER CITY COUNCIL MEETING OF NOVEMBER 12, 2013

The City Council of the City of Lancaster, Texas, met in a called Special session in the Council Chambers of City Hall on November 12, 2013 at 6:30 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
LaShonjia Harris
Deputy Mayor Pro Tem Nina Morris

City Staff Present:

Opal Mauldin Robertson, City Manager
Aretha Adams, Assistant City Manager
Cheryl Womble, Executive Assistant to City Manager
Pat Adamcik, Assistant Fire Chief
Dori Lee, Human Resources Director
Amanda Pritchett, Human Resources Assistant
Rona Stringfellow, Managing Director Public Works / Development Services
Jim Brewer, Assistant Managing Director Public Works / Development Services
Dolle Downe, City Secretary
Angie Arenas, Assistant City Secretary

Call to Order:

Mayor Knight called the meeting to order in open session at 6:30 p.m. on November 12, 2013.

Executive Session:

At 6:31 p.m. Council recessed to go into Executive Session. At 6:33 p.m. the Council convened into closed Executive Session pursuant to:

1. **The City Council shall convene into closed executive session pursuant to Section § 551.074 (a)(1) of the TEXAS GOVERNMENT CODE to deliberate:**
 - (a) **the evaluation and duties of a public officer or employee, to-wit: the City Manager; and,**
 - (b) **the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to-wit: prospective City Secretary.**
2. **Reconvene into open session. Consider and take appropriate action(s), if any, on closed/executive session matters.**

The City Council recessed from Executive Session at 7:47 p.m. and reconvened into open session at 7:54 p.m.

MOTION: Mayor Pro Tem Daniels made a motion, seconded by Councilmember Strain-Burk, to amend the City Manager's contract to reflect a contract extension for three years with a market salary adjustment as outlined in the contract and to authorize the Mayor to execute the amended contract. The roll call vote was cast 7 for, 0 against.

MOTION: Deputy Mayor Pro Tem Morris made a motion, seconded by Councilmember Jaglowski, to appoint Angie Arenas as the City Secretary upon the effective date of retirement of the seated City Secretary, Dolle Downe. The roll call vote was cast 7 for, 0 against.

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

The meeting was adjourned at 7:56 p.m.

ATTEST:

APPROVED:

Dolle K. Downe, City Secretary

Marcus E. Knight, Mayor

LANCASTER CITY COUNCIL

Agenda Communication

November 18, 2013

Item 2

Consider a resolution of the City Council of the City of Lancaster, Texas authorizing the award of Bid 2013-110 for janitorial services to Entrust One Facility Services, Inc. for an amount not to exceed \$138,562.32.

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

Goal: Financially Sustainable City Government

Background

The City has maintained a formal bid janitorial contract since 2005. The contract requires routine cleanings at two, three, or five day intervals depending on the location. In addition to the daily cleanings, the contract includes weekly, monthly, quarterly, semi-annually cleaning requirements. The total cost to clean the buildings as recommended is \$108,610.32.

The contract also requires day porter services at the recreation center. The day porter works eight hours per day (10:00 AM to 7:00 PM), six days per week and is dedicated solely to the recreation center. The estimated cost for this service is \$29,952.00.

Considerations

- **Operational** – Maintaining janitorial services creates a clean and healthy environment for the Public and City employees.
- **Legal** – The request for proposal was processed in accordance with all local and state purchasing statutes. Eleven vendors responded. Two were “no bids” and seven are certified as a historically underutilized business (HUB) or as a minority/women owned business (M/WBE). The recommended vendor is certified as minority business (MBE) through the North Central Texas Regional Certification Agency.

The resolution and contract was reviewed and approved as to form by the City Attorney.

- **Financial** – Funding for this service is available in the current fiscal year budget. Expenditures will not exceed \$138,562.32 and funds will be committed at the issuance of a purchase order.
- **Public Information** – Proposals were advertised on August 13 and 20 in the Focus Daily News and posted on the City’s e-procurement system. A pre-proposal meeting was held on September 9 and proposals were due on September 18, 2013.

Options/Alternatives

1. City Council may award the bid.
2. City Council may reject the bid and direct staff.

Recommendation

Staff recommends awarding bid 2013-110 to Entrust One Facility Services, Inc. for an amount not to exceed \$138,562.32.

Attachments

- Resolution
 - Contract
 - Tab Sheet
-

Submitted by:

Dawn Berry, CPPB
Purchasing Agent

Aretha Adams, Assistant City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS AUTHORIZING THE AWARD OF BID #2013-110 FOR JANITORIAL SERVICES TO ENTRUST ONE FACILITY SERVICES, INC. FOR AN AMOUNT NOT TO EXCEED \$138,562.32; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT PURSUANT TO AWARD; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Lancaster desires to obtain janitorial services; and

WHEREAS, The City Council of the City of Lancaster finds that it is in the best interest of the City to contract for this service;

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

Section 1. The City Council hereby authorizes the award of bid 2013-110 for janitorial services in an amount not to exceed one hundred thirty-eight thousand five hundred sixty-two dollars and thirty-two cents (\$138,562.32) to Entrust One Facility Services, Inc. pursuant to the contract attached and incorporated by reference as Exhibit "A"

Section 2. The City Council hereby authorizes the City Manager to execute the contract.

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

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

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

DULY PASSED AND APPROVED by the City Council of the City of Lancaster, Texas on this the 18th day of November, 2013.

ATTEST:

APPROVED:

Dolle K. Downe, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

City of Lancaster, Texas

Standard Fixed Price Agreement

This Agreement is made by and between the City of Lancaster, Texas, a home-rule municipality (hereinafter referred to as the "Owner") and **Entrust One Facility Services, Inc.**, (hereinafter referred to as the "Provider") for **Janitorial Services (2013-110)**, (hereinafter referred to as the "Services"), the Owner and the Provider hereby agree as follows:

1. THE CONTRACT

- 1.1 The Contract between the Owner and the Provider, of which this Agreement is a part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last party to execute it.
- 1.2 The Contract Documents consist of this Agreement, the Invitation to Bid, General Terms and Conditions, the Specifications, addendum 1, all Change Orders issued hereafter, any other amendments executed by the parties hereafter.

Documents not enumerated in this Paragraph 1.2 are not Contract Documents and do not form part of this Contract.

2. NO PRIVACY WITH OTHERS

- 2.1 Nothing contained in this Contract shall create, or be interpreted to create, privity or any other contractual agreement between the Owner and any person or entity other than the Provider.

3. WORK

- 3.1 The term "Work" shall mean whatever is done by or required of the Provider to perform and complete its duties under this Contract, including the following: daily, weekly, monthly, quarterly, biannual and yearly cleaning of City properties in accordance with the specifications of Bid 2013-110. Furnishing of any required surety bonds and insurance, and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, tools, transportation, permits and licenses required of the Provider as provided in the specifications, attached hereto as Exhibit A.
- 3.2 Electricity and water will be provided by the owner.
- 3.3 The Work to be performed by the Provider is generally described as follows:

2013-110 –Janitorial Services as provided in the general terms and conditions, the specifications, addendum 1, and relevant change orders.

4. TERM

- 4.1 The Provider hereby agrees to commence work on December 1, 2013 and continue for a period of one year, ending on November 30, 2014.
- 4.2 The contract contains four one-year renewal options. A renewal request will be sent approximately 120 days prior to the end of each term.
- 4.3 Provider must notify the City a minimum of 120 days from end of term if provider chooses not to renew the agreement.
- 4.4 Either party may terminate this Agreement at any time without cause, by a thirty (30) days notice in writing, to the other. Upon the date of such termination, the PROVIDER shall immediately discontinue all services and work, and shall prepare and submit a final invoice.

5. PAYMENT

- 5.1 The CITY agrees to pay the Provider in current funds the price or prices shown in the proposal, which is attached hereto as Exhibit A.
- 5.2 The Provider agrees to provide a detailed monthly invoice by location.

6. INDEMNITY AND DISCLAIMER

6.1 OWNER SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE INDEMNIFIED, DEFENDED, HELD HARMLESS AND RELEASED BY PROVIDER FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY OR LOSS TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING THE PROVIDER, OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF PROVIDER UNDER THIS AGREEMENT, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF OWNER, WITHOUT, HOWEVER, WAIVING ANY GOVERN-MENTAL IMMUNITY AVAILABLE TO THE OWNER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS CONTRACT IS AN INDEMNITY EXTENDED BY PROVIDER TO INDEMNIFY AND PROTECT OWNER FROM THE CONSEQUENCES OF THE PROVIDER'S AS WELL AS THE OWNER'S NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE.

7. VENUE:

7.1 Venue of any suit or cause of action under this Agreement shall in Dallas County, Texas.

8. NOTICES:

8.1 All notices shall be directed in writing to:

City of Lancaster
PO Box 940
Lancaster, TX 75146

Entrust One Facility Services, Inc.
11142 Shady Trail
Dallas, TX 75229

EXECUTED in single or multiple originals, this 18th day of November, 2013.

CITY OF LANCASTER

ENTRUST ONE FACILITY SERVICES, INC.

Opal Mauldin Robertson, City Manager

Type/Print Name and Title

ATTEST:

11142 Shady Trail
Dallas, TX 75229

Dolle K. Downe, City Secretary

City of Lancaster, Texas (Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Dawn Berry Purchasing Agent	Address	PO Box 940	Address
Email	dberry@lanaster-tx.com		Lancaster, TX 75146	
Phone	(972) 218-1329	Contact	Dawn Berry	Contact
Fax	(972) 218-3621		Purchasing Agent	
			Purchasing	Department
Bid Number	2013-110 Addendum 3	Department		Building
Title	Janitorial Services	Building		
Bid Type	RFP-Weighted			Floor/Room
Issue Date	08/13/2013	Floor/Room		Telephone
Close Date	9/18/2013 10:00:00 AM CT	Telephone	(972) 218-1329	Fax
Need by Date		Fax	(972) 218-3621	Email
		Email	dberry@lanaster-tx.com	

Supplier Information

Company	ENTRUST ONE FACILITY SERVICES, INC
Address	11142 SHADY TRAIL
	DALLAS, TX 75229
Contact	Kelly Naumann
Department	
Building	
Floor/Room	
Telephone	1 (972) 669-8485
Fax	1 (972) 884-4845
Email	knaumann@entrust1.com
Submitted	9/17/2013 5:28:13 PM CT
Total	\$2,118.717

Signature _____

Supplier Notes

Bid Notes

Bid Activities

Date	Name	Description
8/13/2013 8:00:00 AM	Week 1	Week 1 Advertisement - Focus News
8/20/2013 8:00:00 AM	Week 2	Week 2 Advertisement - Focus News
9/9/2013 10:00:00 AM	Pre-Proposal Meeting	A pre-proposal meeting will be held at: <p>City Hall, Council Chambers 211 N. Henry Lancaster, TX 75146

9/18/2013 10:00:00 AM Submittals are Due

Responses are due prior to the closing date and time.

Bid Messages

Date	Subject	Message
09/16/13	Health Permit	There is not a health permit required for the janitorial contract.
09/17/13	Reminder:	Bids are due tomorrow (9/18) before 10:00 AM. Please review the requirements for the bid bond. See attribute #14.

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-bx.com.	Agree
2	Annual Contract	This agreement will contain a fixed pricing structure for the term of the agreement. Square Footages shown are estimates only and do not take into consideration furniture.	Agreed
3	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. A renewal request will be sent 120 days prior to the end of each term. Provider must respond with in ten (10) days. The contract is expected to start on December 1, 2013 and continue for twelve (12) months through November 30, 2014.	Agree
4	Price Increases	Prices are firm for the two years. Any price increase after year two, must be justified and documentation submitted. Price increases may not exceed the current Consumer Price Index (U) for the D/FW Region area as published by the Bureau of Labor Statistics and shall not exceed five (5) percent. Any requested adjustment must be fully documented to the satisfaction of the City and submitted in writing to the Purchasing Agent at least one hundred twenty (120) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.	Agree
5	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
6	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
7	T&C Acknowledgement	I have read and agree to the terms and conditions of this bid.	Agreed

8	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
9	Payment Terms	The City of Lancaster's payment terms are Net 30.	Agreed
10	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
11	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
12	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><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
13	Award	Response to specifications, location of vendor, history/relationship, price and vendor's ability to perform the work are the primary factors in determining the lowest responsible bid.	(No Response Required)
14	Bid Bond	<p>A bid bond in the amount of 5% is required for this project. Please scan and attach a copy to this bid in response attachments. The original must be received prior to the opening date and time. <P></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> <p>A Sample form is attached.</p>	Understood
15	Performance Bond	<p>A performance bond in the amount of 100% of the contract amount will be required from the awarded vendor.</p> <p>A sample document is attached and must be used by issuing bonding agent.</p>	Understood

16	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
17	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).	We expect NO DIFFICULTIES.
18	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
19	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
20	Non-Performance	Identify if your firm has had any contracts terminated due to non-performance over the past five (5) years.	NO
21	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
22	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
23	Regulatory Sanctions	Identify adverse actions sanctioned by any regulatory authorities over the past five (5) years.	NONE
24	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
25	Late Submission	Bids/RFPs 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
26	Deviation	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>NO DEVIATIONS</P> : 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.	None
27	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 paid by the contractor.	(No Response Required)
28	MWBE 1	Is your company M/WBE or HUB certified?	yes

29	MWBE 2	If yes, what is your certification number?	BMMB56616N0214
30	MWBE 3	If yes, what agency completed the certification?	NCTRCA
31	MWBE 4	If yes, what is the expiration date of your certification?	FEBRUARY 2014
32	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><p></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
33	Reciprocal Information 1	<p>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.l.c.s.). Bidder shall answer all the following questions by encircling the appropriate response or completing the blank provided.</p> <p><p>"Where is your principal place of business?</p>	Texas
34	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
35	Reciprocal Information 3	If Yes, What is the dollar increment or percentage?	N/A
36	Notification	How did you hear about this bid opportunity?	e-pro
37	Plan Room - Other	If yes for a plan room or other, please list which plan room or other means of notification.	
38	Addendum 1	Addendum 1 has been issued as an attachment.	I acknowledge Addendum 1
39	Addendum 2	Addendum 2 removes the requirement on page 7 for a valid health permit. Specifications have been modified and uploaded.	I acknowledge Addendum 2
40	Addendum 3	Addendum 3 deletes line 15 and modifies line 14 to "clean the Airport Terminal Building...".	I acknowledge receipt of addendum 3

Line Items

#	Qty	UOM	Description	Response
1	1	Week	Total Cost per week to Clean City Hall 3 days per week	\$126.00

Item Notes: 211 N. Henry 75146
8,835 Sq Ft

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Per Square Foot Rate	Provide the cost per square foot	.057
2	Daily Cost	Provide the cost per day	41.96

2	1	Week	Total Cost per week to Clean Service Center 2 days per week	\$59.85
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Item Notes: 700 E. Main, 75146
4,200 Sq Ft

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Per Square Foot Rate	Provide the cost per square foot	.057
2	Daily Cost	Provide the cost per day	29.92

3	1	Week	Total Cost per week to Clean Public Safety Building 3 days per week	\$470.25
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Item Notes: 1650 N. Dallas Avenue 75134
33,000 Sq Ft

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Per Square Foot Rate	Provide the cost per square foot	.057
2	Daily Cost	Provide the cost per day	156.75

4	1	Week	Total Cost per week to Clean Library 3 days per week	\$299.25
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Item Notes: 1600 Veterans Memorial Pkwy 75134
21,000 Sq Ft

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Per Square Foot Rate	Provide the cost per square foot	.057
2	Daily Cost	Provide the cost per day	99.75

5	1	Week	Total Cost per week to Clean Community House 2 days per week	\$28.50
---	---	------	---	---------

Item Notes: 100 N. Henry, 75146
2,000 Sq Ft

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Per Square Foot Rate	Provide the cost per square foot	.057
2	Daily Cost	Provide the cost per day	14.25

6	1	Week	Total Cost per week to Clean Vehicle Maintenance 2 days per week	\$7.12
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Item Notes: 521 E. Third St., 75146
500 Sq Ft

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Per Square Foot Rate	Provide the cost per square foot	.057
2	Daily Cost	Provide the cost per day	3.56

7	1	Week	Total Cost per week to Clean Recreation Center 3 days per week	\$541.50
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Item Notes: 1700 Veterans Memorial Dr., 75134
38,000 Sq Ft

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Per Square Foot Rate	Provide the cost per square foot	.057
2	Daily Cost	Provide the cost per day	180.50

8 1 Week Total Cost per week to Clean Animal Shelter \$7.12
 2 days per week

Item Notes: 690 E. Main St., 75146
 100 Sq Ft

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Per Square Foot Rate	Provide the cost per square foot	.057
2	Daily Cost	Provide the cost per day	3.56

9 1 Week Total Cost per week to JRW Pump Station \$49.86
 3 days per week

Item Notes: 1999 Jefferson, 75134
 3,500 Sq Ft

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Per Square Foot Rate	Provide the cost per square foot	.057
2	Daily Cost	Provide the cost per day	16.62

10 1 Week Total Cost per week to Clean Court \$68.40
 3 days per week

Item Notes: 1999 Jefferson, 75134
 4,800 Sq Ft

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Per Square Foot Rate	Provide the cost per square foot	.057
2	Daily Cost	Provide the cost per day	22.80

11 1 Week Total Cost per week to Clean the Visitor Center \$64.11
 3 days per week

Item Notes: 103 N. Dallas Avenue
 4,500 Sq Ft

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Per Square Foot Rate	Provide the cost per square foot	.057
2	Daily Cost	Provide the cost per day	21.37

12 1 Week Total Cost per week to Clean the Senior Center 5 days per week \$162.85

Item Notes: 240 Veterans Memorial Pkwy, 75134
12,000 Sq Ft

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Per Square Foot Rate	Provide the cost per square foot	.057
2	Daily Cost	Provide the cost per day	32.57

13 1 Week Total Cost per week to Clean the Golf Course Clubhouse 3 days per week \$71.25

Item Notes: 240 W. Beltline Rd, 75146
5,000 Sq Ft

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Per Square Foot Rate	Provide the cost per square foot	.057
2	Daily Cost	Provide the cost per day	23.75

14 1 Week Total Cost per week to Clean the Airport Terminal Building 3 days per week \$132.60

Item Notes: 730 Ferris Road, 75146
9,305 Sq Ft

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Per Square Foot Rate	Provide the cost per square foot	.057
2	Daily Cost	Provide the cost per day	44.20

17	1	Hour	Cost per hour for Day Porter Services	\$12.00
Item Notes: 8 hours per day/six days per week				
Supplier Notes:				
18	1	Hour	Cost per hour for Emergency Cleaning	\$18.00
Item Notes: Hourly rate per person.				
Supplier Notes:				
19	1	Hour	Cost to clean exterior windows at all buildings.	No Bid
Item Notes: Optional service and may not be performed.				
Supplier Notes:				
20	1	sq ft	Price per square foot to be used for adding and deleting locations and / or occupied / unoccupied space.	\$0.057
Item Notes:				
Supplier Notes:				
Response Total:				\$2,118.717

				ENTRUST ONE FACILITY SERVICES,	
Line	Description	UOM	QTY	Unit	Extended
1	Total Cost per week to Clean City Hall 3 days per week	Week	52	\$126.00	\$6,552.00
2	Total Cost per week to Clean Service Center 2 days per week	Week	52	\$59.85	\$3,112.20
3	Total Cost per week to Clean Public Safety Building 3 days per week	Week	52	\$470.25	\$24,453.00
4	Total Cost per week to Clean Library 3 days per week	Week	52	\$299.25	\$15,561.00
5	Total Cost per week to Clean Community House 2 days per week	Week	52	\$28.50	\$1,482.00
6	Total Cost per week to Clean Vehicle Maintenance 2 days per week	Week	52	\$7.12	\$370.24
7	Total Cost per week to Clean Recreation Center 3 days per week	Week	52	\$541.50	\$28,158.00
8	Total Cost per week to Clean Animal Shelter 2 days per week	Week	52	\$7.12	\$370.24
9	Total Cost per week to Clean JRW Pump Station 3 days per week	Week	52	\$49.86	\$2,592.72
10	Total Cost per week to Clean Court 3 days per week	Week	52	\$68.40	\$3,556.80
11	Total Cost per week to Clean the Visitor Center 3 days per week	Week	52	\$64.11	\$3,333.72
12	Total Cost per week to Clean the Senior Center 5 days per week	Week	52	\$162.85	\$8,468.20
13	Total Cost per week to Clean the Golf Course Clubhouse 3 days per week	Week	52	\$71.25	\$3,705.00
14	Total Cost per week to Clean the Airport Terminal Building 3 days per week	Week	52	\$132.60	\$6,895.20
	Total Cost per year to Clean Buildings				\$108,610.32
17	Cost per hour for Day Porter Services	Hour	2496	\$12.00	\$29,952.00
	Total Cost per Year to Clean Buildings and Day Porter				\$138,562.32
18	Cost per hour for Emergency Cleaning	Hour	1	\$18.00	\$18.00
19	Cost to clean exterior windows at all buildings.	Hour	1	NB	NB
20	Price per square foot to be used for adding and deleting locations and / or occupied / unoccupied space.	sq ft	1	\$0.057	\$0.057
Documents Submitted	Bid Bond			Yes-Original Received	
	Conflict of Interest			Yes	
	W9			Yes	
	Reference Page			Yes	
	Statement of Qualifications			Yes	
	Non-Appropriations Clause			Yes	
	Attachment A			Yes	
	Attachment B			Yes	
	Attachment C			Yes	
	Attachment D			Yes	
	Attachment E			Yes	

GENERAL TERMS & CONDITIONS

ACCESSIBILITY

The city of Lancaster Municipal Building is wheelchair accessible. For accommodations or sign interpretive services needed for pre-bid meetings or bid openlngs, please contact the City Secretary's Office 48 hours in advance at (972) 218-1112.

ADDENDA

Any interpretations, corrections or changes to this invitation to bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the city of Lancaster Purchasing Agent. Addenda will be mailed to all who are known to have received a copy of this bid.

ADVERTISING

Seller shall not advertise or publish without City's prior written consent, the fact that the City has entered into an agreement.

APPROPRIATION OF FUNDS

The City of Lancaster has established an appropriation (allocation) of funds for this project, if in the event that appropriated (allocated) funds are exhausted, the contractor's only remedy shall be suspension or termination of its performance under this contract and shall have no other remedy in law or in equity against the City and no right to damages of any kind.

ASSIGNMENT OF BID/CONTRACT

The successful bidder may not assign their rights and duties under and award without the written consent of the City's Purchasing Agent. Such consent shall not relieve the assignor of liability in event of default by their assignee.

AWARD

The City reserves the right to award any combination of the sections as is deemed in the best interest of the City. The City also reserves the right to not award one or all sections.

BID ACCEPTANCE PERIOD

It is the intent of the City to award a contract, if any be awarded, within ninety (90) calendar days after the date specified for receipt of bids unless otherwise specified in the specifications/attributes.

BID BOND/GUARANTY

If a bid guaranty is required and not submitted prior to the bid opening date and time; the submitted bid will not be considered. The bond must be in the form of a cashier's check, certified check on a State or National Bank, or an acceptable bond executed by a surety company authorized to do business in the State of Texas.

BID CONSIDERATION / TABULATION

After bids are unsealed, the bids will be tabulated for comparison on the basis of the bid prices and quantities (lowest responsible vendor) or by the best value. Until final award of the Contract, the city reserves the right to reject any or all bids, to waive technicalities, and to re-advertise for new bids, or proposed to do the work otherwise in the best interests of the City.

The following items will be considered when an award is based on best value:

- ☐ The purchase price;
- ☐ The reputation of the bidder and of the bidder's goods or services;
- ☐ The quality of the bidders' goods or services;
- ☐ The extent to which the goods or services meet the municipality's needs;
- ☐ The bidder's past relationship with the municipality;
- ☐ The impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- ☐ The total long-term cost to the municipality to acquire the bidder's goods or services; and
- ☐ Any relevant criteria specifically listed in the request for bids or proposals.

BID SUBMISSION

Although we are legally required to accept paper bids, we strongly request that bidders submit this bid electronically. Please feel free to call us if you require any assistance with the submittal. Electronic bidding will eliminate errors, eliminate unnecessary work, and is more friendly to the environment. Your cooperation is appreciated. Emailed or Fax submissions will not be accepted. Paper submission must be sealed and submitted prior to the closing date and time.

Any paper submission received after stated due date and time will be returned unopened. If proposals are sent by mail to the Purchasing Agent, the proposer shall be responsible for actual delivery of the proposal to the Purchasing Agent before the advertised date and hour for opening of proposals.

If mail is delayed by the postal service, courier service, or in the internal mail system of the city of Lancaster beyond the date and hour set for the proposal opening, proposals thus delayed will not be considered and will be returned unopened.

BRAND NAMES

If items for which bids have been called for have been identified by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering "equal" products will be considered for award if such products are clearly identified in the bids and are determined by the Purchasing Agent and requesting Department to be equal in all material respects to the brand name products referenced. **Unless the bidder clearly indicates in their bid that they are offering an "equal product", their bid shall be considered as offering the brand name product referenced in the Proposal Schedule.**

CANCELLATION OF BIDS

Bids may be cancelled with 30 days written notice and with good cause.

CITY FURNISHED PROPERTY

No material, labor or facilities will be furnished by the City unless otherwise provided in the specifications/attributes.

CHANGES OR ALTERATIONS

No part of this bid may be changed/alterd in any way. Vendors must submit written requests to change any specifications/conditions with their proposal. ***Changes made with out submisson of a written request to this bid will result in disqualification.***

CONFIDENTIALITY OF INFORMATION IN BIDS AND PROPOSALS

Pursuant to State law, proposals shall be opened in a manner that avoids disclosure of the contents to competing offerors and keeps the proposals secret during negotiations. All proposals are open for public inspection after the contract is awarded, but trade secrets and confidential information in the proposals are not open for public inspection.

CONFLICT OF INTEREST

No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local government Code Title 5. Subtitle C, chapter 171.

DEFAULT

In case of default of the successful bidder, the city of Lancaster may procure the articles from other sources and hold the bidder responsible for any excess cost occasioned thereby.

DELIVERY

The City reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the Bidder fails to furnish the materials by the guaranteed date, the City reserves the right to cancel the order without liability on its part.

DELIVERY – TERMS & TRANSPORTATION

F.O.B. (Freight on Board) Destination. Freight and Delivery charges shall be prepaid and estimated costs included in the bid quotation.

DELIVERY – TITLE & RISK OF LOSS

The Title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

DELIVERY DATE

Delivery date is an important factor to the City and may be required to be a part of each bid. The city of Lancaster considers delivery time to be that period elapsing from the time the individual order is placed until that order or work is received by the City at the specified delivery location. Failure of the bidder to meet guaranteed delivery dates or service performance could affect future City orders.

Whenever the Contractor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the Purchasing Agent, stating all relevant information. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to provisions herein. If the delay is unforeseen, the city has the right to extend delivery time if reason appears valid. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delivery.

DISCOUNTS

Prompt payment discounts offered for payment within less than thirty (30) calendar days will not be considered unless duly noted in the specifications/attributes.

DISCRIMINATION

The undersigned, in submitting this proposal, represents that they are an equal opportunity employer, and will not discriminate with regard to race, religion, color, national origin, age or sex in the performance of this contract.

EMPLOYMENT ELIGIBILITY VERIFICATION

The Immigration Reform and Control Act (IRCA) makes it illegal for employers to knowingly hire or recruit immigrants who do not possess lawful work authorization and requires employers to verify their employees work eligibility on a US Department of Justice Form I-9. The contractor/vendor warrants that they comply with IRCA and will maintain compliance with IRCA during the term of the contract with the City. Contractor/vendor warrants that they have included or will include a similar provision in all written agreements with any subcontractors engaged to perform services under this contract.

ETHICS

The bidder shall not offer or accept gifts of any value nor enter into any business arrangement with any employee, official or agent of the city of Lancaster.

EXCEPTIONS / SUBSTITUTIONS

All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. In the absence of such, a list shall indicate that the Bidder has not taken exceptions and shall hold the Bidder responsible to perform in strict accordance with the specifications of the invitation. The city of Lancaster reserves the right to accept any and all or none of the exceptions(s) / substitutions(s) deemed to be in the best interest of the City.

FORCE MAJEURE

If by reason of Force Majeure either party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the party unable to carry out its responsibility shall give the other party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the party's responsibility for the continuance of the Forced Majeure claimed, but for no longer period.

Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the party is unable to overcome and which substantially interferes with operations.

FUNDING

The city operates on a fiscal year that ends on September 30th. Because state law mandates that a municipality may not commit funds beyond a fiscal year, this bid is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

GRATUITIES

The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if the Buyer has determined that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any Manager or representative of the Seller, to any officer or employee of the City of Lancaster with view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making or any determination with respect to the performing of such a contract. In the event Buyer cancels this contract pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedied, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

INDEMNIFICATION

In case any action in court is brought against the Owner, or any officer or agent of the Owner, for the failure, omission, or neglect of the vendor to perform any of the covenants, acts, matters, or things by this contract undertaken; or for injury or damage caused by the alleged negligence of the vendor or his subcontractors or his or their agents, or in connection with any claim based on lawful demands of subcontractors, workmen, material men, or suppliers the vendor shall indemnify and save harmless the Owner and his officers and agents, from all losses, damages, costs, expenses, judgments, or decrees arising out of such action.

INSURANCE

Deductibles, of any type, are the responsibility of the vendor/contractor

INTERPRETATION-PAROLE OF EVIDENCE

This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms and of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to Control.

MISCELLANEOUS

Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production and of the most suitable grade for the purpose intended. If at any time during the performance of this contract the Contractor believes that the furnishing of supplies or components which are not new is necessary or desirable, they shall notify the Purchasing Agent immediately, in writing, including the reasons therefore and proposing any consideration which will flow to the City if authorization to use supplies or components is granted.

The city of Lancaster supports a recycling program. Recycled materials are acceptable and will be considered for award. The City desires to use recycled products when a comparable material/product is available. If your company distributes products made of recycled materials please submit an alternate bid for the items requested. All recycled products should meet the minimum standards established in the bid specifications provided. State any exceptions: costs, warranties and percentage of recycle materials used in the manufacture of the material/product. The City will determine the acceptability of the materials/product bid as an alternate.

The City will consider special vendor pricing on discounts in exchange for City's willingness to participate in new product testing or promotion including ability of vendor to bring other potential customers to city job sites to demonstrate product. The amount of product discount in exchange for these services should be clearly stated in the bid document. Any promotional strategies should be discussed with the Purchasing Agent and approved by the appropriate City Official(s) before submission of the bid.

MODIFICATIONS

The resulting contract can be modified or rescinded only in writing and signed by both parties.

NO COMMITMENT BY THE CITY OF LANCASTER

This (Invitation to Bid, Request for Quote, or Request for Proposal) does not commit the City of Lancaster to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a (bid/proposal) to this request, or to procure or contract for services or supplies.

PATENTS / COPYRIGHTS

Seller agrees to indemnify and hold harmless the Buyer (City) against all costs and expenses, including attorneys fees and undertakes and agrees to defend at seller's own expense, all suits, actions or proceedings in which Buyer or the user's of the Buyer's products are made defendants of actual or alleged infringement of any U. S. or foreign patent resulting from the use or sale of the items purchased hereunder (except infringement resulting from adherence to Buyer's specifications or drawings and further agrees to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action or proceeding.

PAYMENT TERMS & CONDITIONS

All bids shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of bid. City review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials or service. Bids which call for payment before 30 days from receipt of invoice, or cash discounts given on such payment, will be considered only if in the opinion of the Purchasing Agent the review, inspection and processing procedures can be completed as to the specific purchases within the specified time.

It is the intention of the city of Lancaster to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise. Invoices shall be fully documented as to labor, materials and equipment provided. Orders will be placed by the Purchasing Department and must be given a Purchase Order Number to be valid. No payments shall be made on invoices not listing a Purchase Order Number. No partial payment will be made.

PROHIBITION OF PERSONAL INTEREST IN CONTRACTS

No officer or employee of the City shall have any financial interest, direct or indirect, in any contract with the City or be financially interested, directly or indirectly, in the sale to the City of land, materials, supplies or services. Any knowing and willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof (shall) forfeit his office or position. Any violation of this section with the knowledge expressed or implied, or the person or corporation

contracting with the governing body of the City shall render the contract involved voidable by the City Manager or the governing body (City Council).

PROVISIONAL CLAUSES

The city of Lancaster will not enter into any contract where the cost is provisional upon such clauses as are known as "escalator" or "cost-plus" clauses.

RE-APPROPRIATION OF BUDGET ITEMS

The City may reduce the funds allocated and the services required under this Agreement at its discretion. The City shall notify Contractor in writing of this reduction. Contractor shall not perform any services subtracted from this Agreement. The de-obligation of funds does not require any formal amendment of this Agreement but shall be evidenced by a revised budget approved by City Council.

REJECTION OF BIDS

The City reserves the right to reject any or all bids or to waive technicalities at its option when in the best interests of said City.

Bids will be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, unauthorized alternate bids or irregularities of any kind. However, the City reserves the right to waive any irregularities and to make the award in the best interests of the City.

The City reserves the right to reject any or all bids, and all bids submitted are subject to this reservation. Bids may be rejected, among other reasons, for any of the following specific reasons:

- Bids received after the time limit for receiving bids as stated in the advertisement.
- Proposal containing any irregularities.
- Unbalanced value of any items.

Bidders may be disqualified and their bids not considered, among other reasons, for any of the following specific reasons:

- Reason for believing collusion exists among the Bidders.
- Reasonable grounds for believing that any Bidder is interested in more than one Proposal for the work contemplated.
- The Bidder being interested in any litigation against the City.
- The Bidder being in arrears on any existing contract or having defaulted on a previous contract.
- Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
- Uncompleted work, which in the judgment of the City will prevent or hinder the prompt completion of additional work if awarded.

REQUEST FOR NON-CONSIDERATION

Bids deposited with the City cannot be withdrawn prior to the time set for opening bids. Request for non-consideration of bids must be made in writing to the Purchasing Agent and received by the City prior to the time set for opening bids. After other bids are opened and publicly read, the Proposal for which non-consideration is properly requested may be returned unopened. The Proposal may not be withdrawn after the bids have been opened, and the Bidder, in submitting the same, warrants and guarantees that this bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such bid will not and cannot be withdrawn because of any mistake committed by the Bidder.

RIGHT OF INSPECTION

Buyer shall have the right to inspect the goods at delivery before accepting them.

SALES TAX

The total for each bid submitted must include any applicable taxes. Although the City is exempt from most City, State, or Federal taxes, this is not true in all cases. It is suggested that taxes, if any, be separately identified, itemized, and stated on each bid. The City cannot determine for the bidder whether or not the bid is taxable to the City. The bidder through the bidder's attorney or tax consultant must make such determination. Bills submitted for taxes after the bids are awarded will not be honored.

TERMINATION OF CONTRACT

This contract shall remain in effect until the contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a thirty (30) day written notice prior to any cancellation. The successful bidder must state the reasons for such cancellation. The city of Lancaster reserves the right to award canceled contract to the next lowest and best bidder as it deems to be in the best interest of the City.

TERMINATION FOR CONVENIENCE

The City of Lancaster may terminate this contract upon at least thirty (30) days prior written notice for its' convenience or for any reason deemed by the City to serve the public interest; and/or the City of Lancaster may terminate this contract upon thirty (30) days prior written notice for any reason resulting from any governmental law, order, ordinance, regulation

or court order. In no event shall the City be liable for any profits anticipated to be made hereunder by the contractor should this contract be terminated early.

TERMINATION FOR DEFAULT

City shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms including warranties of the Seller or if the Seller becomes insolvent or commits acts of bankruptcy.

City of Lancaster reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City of Lancaster reserves the right to terminate the contract immediately in the event the successful bidder fails to:

1. Meet schedules;
2. Defaults in the payment of any fees; or
3. Otherwise perform in accordance with these specifications.

Breach of contract or default authorizes the city of Lancaster to exercise any or all of the following rights:

1. The City may take possession of the assigned premises and any fees accrued or becoming due to date;
2. The city may take possession of all goods, fixtures and materials of successful bidder and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due. The City shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the City within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate.

Bidder, in submitting this bid, agrees that the City of Lancaster shall not be liable to prosecution for damages in the event that the City declares the bidder in default.

VENUE

This agreement will be governed and construed according to the laws of the State of Texas and performable in the city of Lancaster. Both parties agree that venue for any litigation arising from the contract shall lie in Dallas County, Texas.

WAGES

Successful bidder shall pay or cause to be paid, without cost or expense to the city of Lancaster, all Social Security, Unemployment and Federal Income Withholding Taxes of all such employees and all such employees shall be paid wages and benefits as required by Federal and/or State Law.

WAIVER

No claim or right arising out of a breach of this contract can be discharged in whole or in part by the waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

WARRANTY

Successful bidder shall warrant that all items/ services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. A copy of the warranty for each item being bid must be enclosed.

WARRANTY PRICE

- a. The price to be paid by the Buyer shall be that contained in the Seller's bid which Seller warrants to be no higher than Seller's current prices on orders for products of the kind and specification covered by the agreement for similar quantities under similar or like conditions and methods of purchase. In the event, Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability to the seller for breach or Seller's actual expense.
- b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

SPECIFICATIONS - GENERAL

The City of Lancaster is requesting proposals for an ANNUAL contract for custodial services for all City buildings. The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

1. ADDITIONS / DELETIONS OF LOCATIONS

- a. If the need arises, locations may be added and/or deleted to the resulting contract. Any additions to the contract shall be in writing in the form of a change order and will be considered a part of the contract thereafter with all prices, terms and conditions stated in the change order. Additional locations added to the contract are to obtain full service as stipulated in the specifications.

2. AWARD

- a. The City shall award the contract to a single provider and be based on the providers ability to meet all the requirements as stated in the evaluation criteria.
- b. The contract shall begin on December 1, 2013 and continue for twelve (12) months through November 30, 2014
- c. The contract shall contain four (4) one-year renewal options. Both parties must be in agreement. A renewal request will be sent 120 days prior to the end of each term. Provider must respond to request within ten (10) days.

3. BACKGROUND CHECK

- a. The City of Lancaster is a drug free work place.
- b. The awarded Vendor and all employees shall be subject to a valid background check that is acceptable to the City in terms of format and source. All background checks are to be provided to the City at the sole expense of the Vendor. Employees must not have been convicted of a felony or an offence Class B or above in the past ten (10) years.
- c. Awarded vendor must have confirmed the employment eligibility of all employees who are newly hired to perform work under this contract through participation in either the e-verify program or another Federally approved method.
- d. Prior to the commencement of the contract period, the Vendor shall submit for all employees that will enter the City buildings at any time, two (2) copies of their driver's license, mailing address if different from driver's license, social security number, proof of employment eligibility, and certified copies of the background check results. Copies will be distributed and maintained in the following departments: Purchasing and Police.
- e. Initial background checks must have been completed within the previous six months and submitted yearly during the renewal process.

4. BILLING

- a. Upon completion of the work and verification by an authorized representative of the City, the successful Vendor shall submit an original invoice to Accounts Payable, attention Purchasing at PO Box 940, Lancaster, TX 75146 or to accounts-payable@lanaster-tx.com. The invoice should detail the following items.
 - i. Invoice Number
 - ii. Dates of Service
 - iii. Amount Due by Location
 - iv. Contract Number

5. BUILDING SECURITY

- a. Vendor employees must sign in to obtain keys each day from the Lancaster Police Department. Employees must be on the submitted list and have proper ID with them to be given access. Employees must return keys to the Police Department and sign out. Vendor will be required to

purchase photographic identification and electronic access cards for each individual cleaning crew member that has access to restricted facilities from the city at the city's cost. These cards must on the person of all cleaning staff at all times.

b. Security cards are \$10.00 per card. Payment will be deducted from the current months invoice.

6. CLEANING SUPPLIES AND EQUIPMENT

- a. All cleaning supplies such as scouring powder, window cleaner, various cleaning solutions as well as mops, brooms, buffers, trash bag liners, paper products (such as toilet paper, paper towels, toilet seat liners, urinal floor mats), restroom air fresheners, etc. will be the responsibility of the successful bidder.
- b. The successful bidder must maintain adequate cleaning supplies as referenced above available to the owner for emergency and after hours needs as they may arise.

7. COMPENSATION / WAGE RATES:

- a. As a mandatory requirement of this contract, the Vendor must pay to employees performing services under this contract, at least the current prevailing minimum wage, according to the State, local and Federal minimum wage schedule as published by the United States Department of Labor and State of Texas. Vendor must provide quarterly reports that includes employees name, hours, rate and compensation paid, failure to provide this information will be subject to liquidated damages as indicated below and/or termination of contract

8. COMMUNICATION

- a. All employees are requested to report to their supervisor any discrepancies from the routine work scheduled and an explanation of the circumstances involved. They are asked to report:
 - i. Any property or equipment not in a serviceable or operating condition, listed by description and location. To include burned out light bulbs, etc.
 - ii. Damage, vandalism, broken windows, graffiti, listed by description and location.
 - iii. Work orders and complaints from all locations are received electronically and will be forwarded via email to the designated email address provided. Contractor is responsible for providing all communication information to their staff.

9. CONTRACT ADMINISTRATOR

- a. The City of Lancaster Purchasing Agent will be responsible for ensuring compliance with Contract requirements.

10. COMPLIANCE WITH CODES

- a. Provider shall comply with all City, State and Federal Codes and Laws in force at the time of each award of contract and applicable to such work. Provider shall obtain, at their own expense, such permits, certificates and licenses as may be required in the performance of the work specified.

11. DAMAGE TO PROPERTY

- a. The Vendor shall at all times guard against damage or loss to the property or equipment of the City of Lancaster. Vendor shall assume full responsibility for any loss of or damage to City of Lancaster property or equipment, by employees or agents of the Provider and will reimburse the City in the event of any loss of or damage to property.

12. EMPLOYEES

- a. Vendor will provide competent, reliable, honest and qualified personnel to perform services in a satisfactory and timely manner. The Vendor shall not tolerate any misconduct on the part of its employees while performing services on City property.
- b. All employees shall be physically able and qualified and must have received training in the use of equipment and supplies such as cleaners. Vendor must provide written certification for each employee that will be working on City property of training. In addition, vendor must submit a copy of their training policy and procedures.

- c. The vendor may not use subcontractor's or subcontract employees to perform the janitorial services identified in this document. All cleaning staff must be direct employees of the vendor.
- d. Persons employed by the Vendor, in the performance of the services required under this contract, shall not be considered employees of the City, shall be independent thereof, and shall have no claim against the City for any employee benefit rights or privileges granted by law.
- e. Uniforms – Vendor shall provide each employee performing services under this contract with a freshly laundered uniform, vest, or smock with the Vendor's company name clearly visible. The uniform must be worn at all times while on City property.
- f. Picture ID – Employees must carry a picture ID with them at all times to obtain access to the buildings. A driver's license or a Federal / State approved ID is acceptable.
- g. Termination – Upon termination or transfer of an employee of the Vendor, the Vendor shall immediately (within twelve (12) hours) notify the Building Services and Purchasing.
- h. City of Lancaster may, at any time, request the removal and replacement of any successful proposers employees and the successful proposers will duly consider such request.

13. EMPLOYEE SUPERVISION:

- a. The contractor shall assign not less than one (1) qualified supervisor to physically supervise the Vendor's employees and to ensure adherence to the cleaning schedule. Supervisor must provide a complete cleaning schedule including the minimum of times and locations to be cleaned and number of employees. Any changes or updates to the schedule must be approved in writing by the Director of Parks & Recreation or his designate prior to implementation.
- b. The supervisor is responsible for all keys and cards checked out and assigned nightly to unlock spaces and for the security of the building while they are performing their duties. The supervisor will make certain that all doors are securely locked prior to leaving each night.
- c. The supervisor shall be responsible for the conduct and performance of the contractor's employees and compliance with the following rules:
- d. Vendor employees appearing to be under the influence of alcohol or drugs shall not be permitted in the building.
- e. Vendors employees shall at all times wear the company logo visible on all shirts and a company identification card with name and picture.
- f. No loud or boisterous conduct will be permitted.
- g. Vendor employees will NOT open desk drawers or cabinets at any time.
- h. Vendor employees are not to use or tamper with any office machines, equipment, or City Employees' personal property at any time.
- i. Vendor employees are not to use City telephones at any time.
- j. Vendor employees are not allowed to smoke in City buildings.
- k. **Vendor employees must be able to speak and understand English fluently.**
- l. The Vendor's employees shall not under any circumstances be accompanied in their work area on City premises by acquaintances, family members, or any other persons unless said person is an authorized Vendor employee for whom a background check was submitted and approved to have access to City facilities.

14. EQUIPMENT AND SUPPLIES – CONTRACTOR FURNISHED

- a. Proposer shall furnish all labor, equipment, paper products and cleaning supplies necessary to perform the contract. Adequate supplies are to be kept at each location in the respective storage areas. Upon termination of the contract, all supplies purchased for the City of Lancaster use shall become the property of the City and shall not be removed. In the event the provider fails to have supplies on hand, the cost of the City to purchase the supplies needed during the transition from one contractor to the next will be deducted from the final invoice.

- b. Equipment will be required to be of adequate design and functioning properly to manufacturer's specification. Vacuum cleaners must be top quality (no cloth bags) and maintained in proper working order. Carpet cleaning shall be performed with commercial extracting equipment.
- c. Paper products shall be of good quality and must be equivalent to or better than what is currently in place. A list of current products is included.
- d. **Equipment:** Space will be provided for all equipment supplied by the contractor, which remains on the job site during the life of the contract. The equipment must be maintained in good operating condition and in sufficient quantities to adequately perform all services and available to the contractor's employees at all times. All equipment must be OSHA certified and/or meet all OSHA requirements. The contractor will be responsible for providing warning signs indicating slippery or wet floor conditions. Additionally, the contractor must provide portable barriers and/or signage to indicate rest rooms are closed for servicing.
- e. **Supplies:** All supplies furnished by the contractor shall be stored in the janitor closets located at each facility, and must be labeled in accordance with OSHA regulations. Both equipment and supplies are subject to inspection by city personnel at anytime during the length of the contract. A Complete set of MSDS sheets must be maintained at each location and one supplied to Purchasing.
- f. **Vending Machines in Restrooms:** All machines (famine hygiene type products only) will be maintained by the successful bidder and all monies collected will belong to the successful bidder.
- g. **The City of Lancaster does not assume responsibility for any materials, tools and equipment stored on or about the premises.**

15. EQUIPMENT AND SUPPLIES – PROVIDED BY CITY

- a. The City shall furnish electric light and power at facilities to be serviced to provide power for cleaning equipment to be used in the performance of this contract.
- b. Employees of the contractor shall conserve electric energy at all times. Lights should only be turned on the section of the building that is being cleaned. Lights should be turned off when work is complete.
- c. The City shall furnish water for use in the performance of this contract. Vendor shall adhere to accepted sanitary practices governing the disposal of wastewater of every kind.

16. EVALUATION CRITERIA

- a. An evaluation committee will examine all offers. Offers that do not conform to the instructions given or that do not address all the questions and/or services specified will be disqualified from consideration. The City of Lancaster reserves the right to accept an offer if it is determined to be in the City's best interest to do so.

17. HOLIDAY CLOSINGS

- a. All City facilities (except Public Safety Building, Country View Golf Course Club House, Airport Terminal Building and Hanger Building restroom) are closed and will not require cleaning on the following holidays New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Martin Luther King, Jr. Birthday, Thanksgiving Friday, Christmas Day and either the day before or day after depending on where the holiday falls.

18. INITIAL CLEANING REQUIREMENT

Initial Cleaning shall take place during the first two weeks and shall consist of the following:
Completing all daily, monthly, quarterly and yearly cleanings as detailed in the specifications.

19. INSPECTION AND ACCEPTANCE OF WORK

- a. The City reserves the right to inspect the work under contract at any time for final acceptance.
- b. **Unsatisfactory Performance** – If work performed is unsatisfactory, the Contract Manager or authorized representative will immediately notify Provider. Upon notice of unsatisfactory cleaning performance, Provider will have two (2) hours from that time to initiate corrective actions and twenty-four (24) hours

to complete any specific instance of unsatisfactory performance. In the event the corrective action to remedy the unsatisfactory performance is not completed within 24 hours, the City has the right to immediately complete the work to its satisfaction, either through the use of City employees at a rate equal to the employee hourly rate plus thirty-percent (30%) for administrative costs; or through use of an outside contractor at the rate charged to the City plus thirty-percent (30%) for City administration costs.

- c. The actual charges, if greater than the minimum charges, will be deducted from any balances due or which may become due to the Contractor.
- d. Continuing non-performance of the awarded vendor in terms of specifications shall be a basis for the termination of the contract by the City. The City shall not pay for work, equipment, or supplies, which are unsatisfactory or not completed per specification/frequency list. Vendors will be given a reasonable opportunity before termination to correct deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance. The "Services to be Performed" listed under "Scope of Work" shall be enforced. Work not performed will not be paid.
- e. **The minimum deduction, regardless of time necessary to correct the deficiency shall be \$250.00.**

20. KEYS

- a. The awarded Vendor shall be responsible at their expense for any replacement and rekeying needed as the result of lost keys, card keys and any inherent damages. If not paid up front, the cost shall be deducted from future payments.
- b. Key's may not be duplicated and keys may not be given to any unauthorized persons who are not employees of the vendor and who have not been submitted to the employee list and approved.

21. NOTICES

- a. All notices shall be submitted in writing to:

eMail: purchasing@lancaster-tx.com
 Mail: PO Box 940, Lancaster, TX 75146
 Delivery: 211 N. Henry, Lancaster, TX 75146

- b. The Vendor must provide contact information for routine and emergency communications in the form of mobile telephone contact numbers for vendor's supervisors and e-mail contact addresses.

22. PACKING SLIPS

- a. Packing slips or other suitable shipping documents shall accompany each special order shipment and shall show: (a) name and address of successful Bidder, (b) name and address of receiving department and/or delivery location, (c) Purchase Order number, and (d) descriptive information as to the item(s) delivered, including product code, item number, quantity, number of containers, etc.

23. PERIODIC CLEANING SCHEDULE

- a. Cleaning specified to be performed weekly, monthly, quarterly, bi-annually or yearly must be pre-scheduled by the Vendor. The vendor is responsible to provide a written schedule of all monthly, quarterly, bi-annual and yearly cleaning activities, subject to approval by the owner's representative. No deviations to these written schedules are permitted without approval of the owner's representative.
- b. By the first of each month, the Vendor must forward to Building Services Manager or his designee in writing a list of cleaning / janitorial services that were be performed for that month in accordance with the specifications, listing the starting and completion date for each task.

24. PRE-PROPOSAL / WALK THROUGH

- a. A pre-proposal meeting has been scheduled. Attendance is not mandatory to submit a response; however, it is encouraged. No other site visits will be allowed.

25. MANDATORY MONTHLY MEETING WITH OWNER STAFF

- a. The vendor is required to coordinate and attend a monthly meeting with the owner's representative to address staff changes, cleaning issues, scheduling changes, complaints from various building representatives, etc. The Vendor will be advised by the owner's representative of the date, time and location of the meetings. Failure to comply with this provision will be subject to liquidated damages.

26. SAFETY

- a. Vendors must agree that all products furnished and application methods will comply with applicable provisions of the Occupational Safety and Health Act (OSHA).
- b. The successful Vendor shall be solely responsible for the safety of the persons, including employees, and property during the performance of the work. Safety provisions shall conform to all OSHA requirements, the Texas Hazard Communications Act, Texas Health & Safety Code, Uniform Fire Code and all other applicable federal, state, county and local laws, ordinance codes and regulations. Ignorance on the part of the Vendor will in no way relieve him/her from responsibility.

27. SECURITY

- a. Due to the nature of business conducted in City buildings, security of the premises, items and equipment contained herein shall receive special consideration.
 - i. Successful contractor will have a qualified supervisor on the premises at all times during the cleaning function.
 - ii. Employees of the awarded contractor shall sign in and out each day at each building/location. A log book will be maintained at each reception area.
 - iii. Keys will be furnished to the successful bidder at the time of contract execution. Successful contractor will receive one (1) set of keys for the supervisor.
 - iv. Any key lost shall be reported immediately to the Contract Manager.
 - v. If any keys issued to the contractor during the term of the contract are not returned at the expiration date of the contract, replacement keys or hardware replacement shall be deducted from the final payment to the contractor.
 - vi. Employees are not to bring personal property into City offices/buildings. This includes purses, briefcases, backpacks, etc.

28. SECURITY SYSTEMS

- a. Vendors must agree to keep security codes confidential and understands that this information should only be given to the supervisor on duty. In addition, in the event that an alarm is set off or not reset upon leaving and City staff or the Police Department respond, the vendor will be charged liquidated damages in the amount below to cover staff time.

29. QUESTIONS

- a. All questions shall be submitted to the Purchasing Agent in writing to purchasing@lancaster-tx.com.
- b. Contact relating to this proposal to any City employee or elected official, other than Purchasing, shall result in disqualification.

SUBMITTAL REQUIREMENTS

Minimum qualifications

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.

It is expected that the successful firm will exceed these qualifications. Firms must have provided services similar to those specified herein to at least five (5) clients of similar size and in the past five (5) years; and,

Proposals will be evaluated and scored as follows:

Pre-Bid Meeting Attendance	10 Points
Response Compliance	10 Points
Experience	15 Points
Qualifications	10 Points
Supervision / Monitoring	10 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.

INSTRUCTIONS FOR RESPONDING TO THIS RFP.

Upload the information below into the City's e-procurement system in the tab "Response Attachments". Hard copies will not be accepted. Please do not merge attachments into one file.

The following items must be complete and uploaded to the response attachment tab to be considered.

- a. W9
- b. Conflict of Interest
- c. Reference Page
- d. Statement of Qualifications Form
- e. Non-Appropriations Clause Affidavit

Additionally, proposer shall prepare the following attachments and upload to the response attachment tab to be considered.

Attachment A	Statement that you have or can purchase the required insurance prior to beginning the contract and a statement that a binder with MSDS sheets will be provided and stored in each building supply/equipment closet and one will be maintained in Purchasing.
Attachment B	Statement indicating the following: <ul style="list-style-type: none"> • 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.
Attachment C	Supervision / Monitoring Plan – this shall provide information on how your employees will be supervised and monitoring events to guarantee that services will be provided in accordance with the specifications.
Attachment D	A list of all manufacturers and products that will be used on City property.
Attachment E	A list of all equipment including buckets, mops, brooms, vacuums, etc. shall be submitted. The list should include the manufacturer, model and age where applicable.

**CITY FACILITIES
GENERAL SPECIFICATIONS for ALL FACILITIES**

SERVICES PERFORMED DAILY

At minimum, Contractor agrees to perform the following janitorial and cleaning maintenance services. Locations to be serviced include, but may not be limited to, office space, lavatories, corridors, lobbies, stairways, elevators, offices, break rooms, and public areas. Such services will be provided in accordance with the frequency schedule listed below.

1. Empty waste receptacles using a cart or barrel for collection in each office. Leaking trash bags create stains that are difficult to remove. Clean and damp dust all waste receptacles and remove all waste and rubbish from the premises nightly to designated locations. Wash receptacles as necessary. Remove trash liners as needed to prevent odors, spills or any offensive appearance.
2. Empty all desk side receptacles marked "RECYCLING" and dispose of contents at the outside bin marked "RECYCLE." No trash shall be placed in the recycling dumpsters at anytime. All recycling trash/debris must be disposed of in clear trash bags/liners, unless the items are too large for bags/liners.
3. Empty all external ashtrays; screen sand all urns nightly and supply or replace sand as necessary and applicable. Replacement sand will be provided by Vendor.
4. Vacuum all rugs and carpeted areas in office, break rooms, lobbies and corridors.
5. Dust and wipe clean with damp or treated cloth all office furniture, file cabinets, fixtures, window sills, and other horizontal surfaces.
6. Remove all finger marks and smudges from all vertical surfaces, including doors, windows, and frames, around light switches, entrance glass, and partitions.
7. Clean, sanitize, and polish all drinking fountains.
8. Sweep all uncarpeted floors and stairways, employing dust control techniques.
9. Damp mop spillage in office, corridors, public areas, and break rooms.
10. Dust tops of picture frames, wall hangings, and other wall accessories.
11. Do not remove items on desks, file cabinets, credenzas or shelving while cleaning. Do not unplug computers, typewriters, copy machines, or other electrical equipment.
12. Discard only the contents in the waste containers. No other items are to be thrown away without express instructions of the building occupants.
13. Occupant doors found locked upon arrival are to be locked after the area has been cleaned.
14. At no time is the Contractor to assist entry of anyone other than the Contractor's employees into the building.
15. Lights are to be turned off upon completion of cleaning unless the workspace is occupied or designated to be left on.
16. Spot wash all glass, including doors and inside of interior glass windows.
17. Clean all break room tables and chairs and wash tabletops. Clean under all kitchen appliances and countertop items.
18. Clean break room sinks daily and polish dry. (Do Not Wash Dishes Left In Sink!!)
19. Sweep exterior entrances to building and vacuum adjacent mats.

20. Clean all interior and exterior surfaces of elevators including doors and floor tracks. Polish metal surfaces sweep/mop or vacuum interior.
21. All trash carts, custodial carts, storage areas, etc. shall be kept clean and orderly. Contractor shall furnish all associated trash carts and equipment needed for transporting to proper locations.

SERVICES PERFORMED WEEKLY

1. Wet mop and spray buff with high speed buffing machine all hard surface floors to a high gloss removing all black marks from flooring. Floors must be wet mopped and cleaned prior to buffing.
2. Sweep and wet mop all stair wells and dust handrails
2. Clean all baseboards to remove and prevent cobwebs.
3. Clean and polish interior of elevator.

SERVICES PERFORMED MONTHLY

1. Clean vents and light fixtures to remove dust and prevent cobwebs.
2. Clean all metal kick plates on doors to remove smudges, dirt and other debris

SERVICES PERFORMED QUARTERLY

1. Wash interior windows, including cleaning of window sills and dusting of window treatments
2. Thoroughly clean all entrances and adjacent glass both inside and out. All non-carpeted floors are to be stripped, sealed and waxed.
3. Vendor must provide a written schedule of dates floors will be stripped, sealed and waxed, dates must be approved by the Director of Parks and Recreation or his designate.
4. Clean all ceramic tiled floors, shower stalls and counter tops. Each must be deep cleaned to remove dirt, debris and cleaning residues and to maintain grout in original color.

SERVICES PERFORMED SEMI-ANNUALLY

1. Clean all carpets (at minimum) in building utilizing commercial steam extractor. Spots or stains on carpet will be removed on a daily basis and cleaned or extracted on a more frequent basis as required. All floor care must be scheduled in advanced and completed so that flooring is completely dry and serviceable for the following work day. Friday's are the best time to accomplish this.

RESTROOMS

SERVICES PERFORMED DAILY

1. Sweep and mop all hard surface floors with an approved odor control disinfectant, grouted tile floors shall be cleaned to prevent accumulations of dirt and mildew. Application of grout sealant at vendor's expense is subject to approval by Contract Manager or his designate.
2. Clean and sanitize all mirrors, chrome and stainless steel. Polish to a shine.
3. Wash and disinfect with approved odor control disinfectant, all wash basins, urinals, and toilet bowls to remove stains and clean the underside of the rims on urinals and bowls including flush holes.
4. Wash both sides of toilet seats and base with antibacterial type approved disinfectant and wipe dry.
5. Clean with disinfectant all partitions, tile walls, and outside surfaces of all dispensers (paper), including soap dishes and receptacles, to remove stains, streaks, watermarks and soil. Polish and sanitize to a shine.
6. Empty and sanitize all receptacles and sanitary napkin disposal, thoroughly clean and wash with disinfectant at least once per week, replace liners.
7. Restock all toilet tissue, paper towel, air fresheners, and soap dispensers with approved products.
8. All urinals must have urinal screens and urinal mats to be supplied by the contractor. Urinal mats must be cleaned nightly and replaced or deep cleaned monthly.

SERVICES PERFORMED WEEKLY

1. Clean and sanitize piping, toilet seat hinges, and other metal.
2. Clean and sanitize floor drain covers.
3. Thoroughly clean shower stalls with abrasive cleaner and treat with a disinfecting sanitizer

SERVICES PERFORMED MONTHLY

1. Vacuum all ventilating grills, vents, and light fixtures to remove dust and prevent cobwebs.
2. Clean tile floor/walls and grout lines. Grout lines must be sealed annually or as determined by the owner's representative.
3. Flush all floor drains with approved odor control disinfectant solution.

CITY HALL - 211 N. HENRY
APPROXIMATELY 8,835 SQUARE FEET

THREE (3) CLEANINGS PER WEEK: MONDAY, WEDNESDAY, FRIDAY

EXTERIOR

1. Sweep the exterior concrete entrances and remove chewing gum accumulations and spills.

GENERAL

EACH NIGHTLY CLEANING:

2. Refer to General Specifications for All Buildings.
3. All cleaning in this facility should begin after 9:00 PM.
4. Initiating cleaning in other areas of the building while night meetings are in progress is acceptable. Care should be taken not to disrupt these meetings. Schedule to be coordinated with the Contract Manager.
5. All weekly cleaning requirements should be performed on Monday evening immediately following the City Council Meeting.
6. Council Chambers cleaning may not be done during Council meetings.
7. All offices are to be locked, except where indicated by Director of Parks and Recreation or his designate during initial site inspection upon award of contract, when cleaning is complete.
8. Any noted building maintenance emergencies during cleaning activities should be immediately reported to Police Dispatch at 972-218-2700.

WEEKLY

1. Clean and sanitize microwave
2. Clean and sanitize outside of ice machine.

MONTHLY

1. Refer to general specifications for All Buildings.

QUARTERLY:

1. Refer to general specifications for All Buildings.
2. Dust under Council seating area to remove dirt and cobweb building up.
3. Wipe down / Polish all wood furniture in Council Chambers (Council seating area, podium, pews).

**SERVICE CENTER - 700 E. MAIN
APPROXIMATELY 4,200 SQUARE FEET**

TWO (2) CLEANINGS PER WEEK: TUESDAY & THURSDAY

GENERAL

1. Refer to General Specifications for All Buildings.
2. All cleaning in this facility should be performed after 7:00 PM Tuesday & Thursday.
3. The door between offices and break room should be locked after cleaning.
4. Sweep the exterior concrete entrances and remove chewing gum accumulations and spills.
5. Any noted building maintenance emergencies during cleaning activities should be immediately reported to Police Dispatch at 972-218-2700.

MONTHLY & QUARTERLY:

1. Refer to general specifications for All Buildings.

**PUBLIC SAFETY BUILDING
POLICE AND FIRE ADMINISTRATION - 1650 N. DALLAS AVENUE
APPROXIMATELY 33,000 SQUARE FEET**

THREE (3) NIGHTS PER WEEK: TUESDAY, THURSDAY, & SATURDAY

EXTERIOR

1. Sweep the exterior concrete entrances and remove chewing gum accumulations and spills

GENERAL

NIGHTLY:

1. Refer to General Specifications for All Buildings.
2. All cleaning in this facility should be performed after 7:00 PM on Tuesday, Thursday, and Saturday. The successful bidder can schedule weekend cleaning.
3. Upon arrival to building the crew and supervisor must identify themselves to the dispatch desk to receive access to all areas of the building to complete assigned duties.
4. Any noted building maintenance emergencies during cleaning activities should be immediately reported to Police Dispatch.

MONTHLY & QUARTERLY:

1. Refer to general specifications for All Buildings.

LIBRARY - 1600 VETERANS MEMORIAL PARKWAY**APPROXIMATELY 21,000 SQUARE FEET**

THREE (3) NIGHTS PER WEEK: TUESDAY, THURSDAY, & SATURDAY

EXTERIOR

1. Sweep the exterior concrete entrances and remove chewing gum accumulations and spills
2. Clean Exterior Glass Doors nightly.

GENERAL**NIGHTLY:**

1. Refer to General Specifications for All Buildings.
2. All cleaning in this facility should be performed after 9:00 PM Tuesday, Thursday, & Saturday.
3. Initiating cleaning in other areas of the building while night meetings are in progress is acceptable. Care should be taken not to disrupt these meetings.
4. All weekly cleaning specifications should be performed on the weekend or Monday evening. A security system is activated at this facility. The successful bidder will be responsible for deactivating it upon arrival, and ensuring it is reset prior to leaving the premises.
5. All offices are to be locked when cleaning is complete.
6. Any noted building maintenance emergencies during cleaning activities should be immediately reported to Police Dispatch.

MONTHLY & QUARTERLY:

1. The contractor is responsible for supplying all sanitary napkins products and will service machines, collect monies for it.
2. Refer to general specifications for All Buildings.

**COMMUNITY HOUSE - 100 N. HENRY
APPROXIMATELY 2,000 SQUARE FEET**

TWO (2) NIGHTS PER WEEK: FRIDAY & SUNDAY

GENERAL

1. Refer to General Specifications for All Buildings.
2. Cleaning should be performed after 12:00 AM.
3. Any noted building maintenance emergencies during cleaning activities should be immediately reported to Police Dispatch to 972-218-2700.

MONTHLY & QUARTERLY:

1. Refer to general specifications for All Buildings.

VEHICLE MAINTENANCE - 521 E. THIRD ST.

APPROXIMATELY 500 SQUARE FEET

TWO (2) NIGHTS PER WEEK: TUESDAY & THURSDAY

GENERAL

1. Refer to General Specifications for All Buildings.
2. All cleaning in this facility should be performed after 7:00 PM on Tuesday and Thursday
3. Any noted building maintenance emergencies during cleaning activities should be immediately reported to Police Dispatch.

MONTHLY & QUARTERLY:

1. Refer to general specifications for All Buildings.

AQUATIC/RECREATION CENTER - 1700 VETERANS MEMORIAL DR.**APPROXIMATELY 38,000 SQUARE FEET****THREE (3) NIGHTS PER WEEK: TUESDAY, THURSDAY, & SATURDAY****OPTIONAL DAY PORTER:**

1. The contractor will provide custodial personnel (day porter) to be assigned daily work activities during operating business hours for this facility. Regular hours will be 7:00 a.m. – 11:00 p.m. daily. (Suggested shifts will be 7:00 a.m. – 3:00 p.m. and 3:00 p.m. – 11:00 p.m.) = 16 hours daily.
* Schedules for daily custodial personnel are subject to change based on the use demand for this facility.
2. Personnel assigned to this facility must be able to communicate fluently in English.
3. Personnel must be dressed in neat uniform at all times specifically, shirt tails must be worn inside trousers, no low riding pants and definitely no exposure of undergarments or barring of buttocks or any portion thereof. Personnel arriving to work dressed inappropriately will be sent home and Cleaning Contractor notified immediately for replacement personnel.
4. Should replacement personnel or regularly scheduled personnel not report to work as scheduled, the Cleaning Contractor will be notified in writing and the City will deduct a penalty of \$100.00 per incident from the monthly payment. Contractor is obligated to supply a replacement immediately (within 2 hours of notification). Replacement must be on the certified employee list.
5. Sweep the exterior concrete entrances and remove chewing gum accumulations and spills
6. All work assignments of the custodial personnel will be coordinated by the Parks and Recreation Director or designee and will include (but not be limited to) the following duties:
 - A. ***Daily custodial personnel will contact the Recreation Center Supervisor or designee prior to leaving the building to determine if all cleaning needs have been satisfactorily addressed within the scope of the contract.***
 - B. All breaks should be coordinated with recreation building supervisor on duty.
 - C. ***Custodians will be instructed to notify center staff of any building irregularities noted, such as clogged drains, burnt out bulbs, etc.***
 - D. Weekly meetings shall be held with the Recreation Center Supervisor and/or designee to discuss Grand Hall table and chair set up, cleaning activities or upcoming events that the contractor may need to be made aware.

DAILY:

1. Cleaning of restroom facilities - replace toilet tissue and paper towels and restock hand soap and shower soap dispensers throughout operational hours and after building has closed.
2. Removal of trash and/or recycling cans/bins to appropriate dumpsters – interior and exterior and replace liners as needed
3. Wiping down of weight room equipment with an approved disinfectant
4. Washing towels and other supplies
5. Sweeping/Mopping - spot mopping as needed
6. Sweeping exterior entrances
7. Inventory supplies and cart to prepare for daily duties
8. Inspect and clean all floors/hallways as needed
9. Inspect and clean toilets, urinals, showers and sinks throughout operational hours and after building has closed.
10. Inspect and clean all stainless steel sinks in all rooms

11. Washing and/or spot cleaning windows of all interior windows and glass doors
12. Vacuum carpeted areas as needed
13. Clean weight room equipment as required
14. Inspect lockers for lost and found and transfer to front desk staff.
15. Submit in writing work orders to Building Services staff for repairs, replacement of light bulbs, etc.
16. Clean tables and replace table clothes as needed.
17. Dust Mop/Sweep Gym floor with an approved waterless gym floor cleaner provided by vendor.

WEEKLY:

1. Inspect and mop floors or use large floor cleaning machine on gym floor
2. Using High Speed Buffer, provided by vendor, buff all main facility floors on a weekly rotation
3. Sanitize showers and clean for mildew, using approved cleaning supplies provided by vendor.
4. Clean doors of hand prints and grime
5. Dust Mop/Sweep suspended second floor track surface.
6. Scrub gymnasium floor to remove heel marks, and other marks, using automatic scrubbing pads designed for wood floor material. This is to be performed weekly.

MONTHLY:

1. Clean weight and Aerobics room mirrors
2. Spot clean carpet
3. Wash Exterior Windows on first floors only.
4. Clean all refrigerators, freezers, stoves, and oven in Grand Hall kitchen with vendor supplied products that are approved by owner's representative.

EVERY (3) MONTHS:

1. Clean weight room mats under equipment
2. Clean all carpets in building utilizing vendor's carpet extraction cleaning equipment and approved cleaning product.

GENERAL

1. Refer to General Specifications for All Buildings.
2. All cleaning in this facility should be performed after 12:00 AM daily (3 days per week)
2. Dust mop gymnasium floor with dry dust mop followed by damp mopping utilizing approved waterless cleaning product and remove all gum.
3. A security system is activated at this facility. The successful bidder will be responsible for deactivating it upon arrival, and ensuring it is reset prior to leaving the premises.
4. Any noted building maintenance emergencies during cleaning activities should be immediately reported to Police Dispatch.

MONTHLY & QUARTERLY:

1. Refer to general specifications for All Buildings.

RESTROOMS:

3. Refer to General Specifications for All Buildings.
4. The contractor is responsible for supplying all sanitary napkins products and will service machines, collect monies for it.

**ANIMAL SHELTER - 690 E. MAIN ST.
APPROXIMATELY 100 SQUARE FEET**

TWO (2) NIGHTS PER WEEK: TUESDAY & THURSDAY

EXTERIOR

1. Sweep exterior entrances and remove cigarette products from ashtrays.
2. Sweep the exterior concrete entrances and remove chewing gum accumulations and spills

GENERAL

1. Refer to General Specifications for All Buildings.
2. All cleaning in this facility should be performed after 7:00 PM on Tuesday and Thursday.
2. Any noted building maintenance emergencies during cleaning activities should be immediately reported to Police Dispatch.

MONTHLY & QUARTERLY:

1. Refer to general specifications for All Buildings.
 - NOTE: The contractor is only responsible for cleaning lobby, office, and restrooms.
 - NOT RESPONSIBLE FOR: Kennel or animal handling areas.

JAMES R WILLIAMS PUMP STATION - 1999 JEFFERSON ST.**APPROXIMATELY 3,500 SQUARE FEET**

THREE (3) NIGHTS PER WEEK: MONDAY, WEDNESDAY, FRIDAY

EXTERIOR

1. Sweep exterior entrances and remove cigarette products from ashtrays.
2. Sweep the exterior concrete entrances and remove chewing gum accumulations and spills

GENERAL

1. Refer to General Specifications for All Buildings.
2. All cleaning in this facility must be performed after 9:00 PM on Monday, Wednesday and Friday. Cleaning may not be performed on Monday night during Council Meetings.
3. A security system is activated at this facility. The successful bidder will be responsible for deactivating it upon arrival, and ensuring it is reset prior to leaving the premises.
4. Any noted building maintenance emergencies during cleaning activities should be immediately reported to Police Dispatch.

MONTHLY & QUARTERLY:

1. Refer to general specifications for All Buildings.

LANCASTER MUNICIPAL COURT FACILITY - 220 W. MAIN STREET
APPROXIMATELY 4,800 SQUARE FEET

THREE (3) NIGHTS PER WEEK: MONDAY, WEDNESDAY, FRIDAY

EXTERIOR

1. Sweep exterior entrances and remove cigarette products from ashtrays.
2. Sweep the exterior concrete entrances and remove chewing gum accumulations and spills

GENERAL

1. Refer to General Specifications for All Buildings.
2. All cleaning in this facility should be performed after 7:00 PM on Monday, Wednesday, and Friday and before 4:00 a.m. unless otherwise noted.
3. Any noted building maintenance emergencies during cleaning activities should be immediately reported to Police Dispatch at 972-218-2700.

MONTHLY & QUARTERLY:

1. Refer to general specifications for All Buildings.

INTERURBAN VISITOR CENTER – 103 N. DALLAS AVENUE
APPROXIMATELY 4,500 SQUARE FEET

THREE (3) NIGHTS PER WEEK: MONDAY, WEDNESDAY, FRIDAY

EXTERIOR

1. Sweep exterior entrances and remove cigarette products from ashtrays.
2. Sweep the exterior concrete entrances and remove chewing gum accumulations and spills

GENERAL

1. Refer to General Specifications for All Buildings.
2. All cleaning in this facility should be performed after 7:00 PM on Monday, Wednesday, and Friday.
3. A security system is activated at this facility. The successful bidder will be responsible for deactivating it upon arrival, and ensuring it is reset prior to leaving the premises.
4. Any noted building maintenance emergencies during cleaning activities should be immediately reported to Police Dispatch.

MONTHLY & QUARTERLY:

1. Refer to general specifications for All Buildings.

LANCASTER AIRPORT TERMINAL & HANGER RESTROOM – 730 FERRIS ROAD**APPROXIMATELY 9,305 SQUARE FEET**

TERMINAL BUILDING: THREE (3) NIGHTS PER WEEK: MONDAY, WEDNESDAY, AND FRIDAY

EXTERIOR – Terminal Building

1. Sweep exterior entrances and remove cigarette products from ashtrays.
2. Sweep the exterior concrete entrances and remove chewing gum accumulations and spills

GENERAL

1. Refer to General Specifications for All Buildings.
2. All cleaning in this facility should be performed after 7:00 PM.
3. Any noted building maintenance emergencies during cleaning activities should be immediately reported to Police Dispatch at 972-218-2700.

MONTHLY & QUARTERLY

1. Refer to general specifications for All Buildings.

HANGER RESTROOM: TWO (2) NIGHTS PER WEEK: MONDAY AND FRIDAY

HANGER RESTROOM AREA

1. All paper & soap products replaced, floors sweep & mopped, disinfectant used in area, and toilet surfaces sanitized.
2. Refer to General Specifications for All Buildings.

COUNTRY VIEW GOLF COURSE CLUBHOUSE
APPROXIMATELY 5,000 SQUARE FEET

THREE (3) NIGHTS PER WEEK: TUESDAY, THURSDAY, & SATURDAY

EXTERIOR

1. Sweep exterior entrances and remove cigarette products from ashtrays.
2. Sweep the exterior concrete entrances and remove chewing gum accumulations and spills

GENERAL

1. Refer to General Specifications for All Buildings. All schedule changes and cleaning issues shall be coordinate with the Golf Course Contractor.
2. All cleaning in this facility should be performed after 9:00 PM during Daylight Saving Time Periods and after 7:00 PM during the remaining time.
3. A security system is activated at this facility. The successful bidder will be responsible for deactivating it upon arrival, and ensuring it is reset prior to leaving the premises.
4. Restaurant area, tables, floors, windows, counters, etc. to be sanitized.
5. Steps sweep/vacuumed.
6. Restrooms cleaned and sanitized, paper products replaced, etc.
7. Any noted building maintenance emergencies during cleaning activities should be immediately reported to Police Dispatch.

MONTHLY & QUARTERLY:

1. Refer to general specifications for All Buildings.

LANCASTER SENIOR LIFE CENTER - 240 VETERANS MEMORIAL PARKWAY**APPROXIMATELY 12,000 SQUARE FEET**

FIVE (5) NIGHTS PER WEEK: MONDAY, TUESDAY, WEDNESDAY, THURSDAY AND FRIDAY

EXTERIOR

1. Sweep all the exterior concrete entrances and building overhang covers/patios.
2. Remove chewing gum accumulations and spills.

GENERAL

1. Refer to General Specifications for All Buildings.
2. All cleaning in this facility should be performed after 7:00 PM daily.
3. Dining Hall floors, tables, chairs, counters, etc. to be cleaned and sanitized.
4. All restroom floors to be cleaned and sanitized.
5. Any noted building maintenance emergencies during cleaning activities should be immediately reported to Police Dispatch to 972-218-2700.

MONTHLY & QUARTERLY:

1. Refer to general specifications for All Buildings.

HOURS OF CLEANING

FACILITY	DAYS OF CLEANING	HOURS	
		AFTER	BEFORE
City Hall 211 N. Henry Street Council meetings are held on the 2 nd & 4 th Monday of each month. Cleaning may not be conducted during this time. Council meetings start at 7:00 PM and end at various times.	Monday, Wednesday, Friday	9:00 PM	3:00 AM
Public Safety Building 1650 N. Dallas Avenue	Tuesday, Thursday, Saturday	7:00 PM	3:00 AM
Library 1600 Veterans Memorial Pkwy.	Tuesday, Thursday, Saturday	9:00 PM	3:00 AM
Service Center 700 E. Main Street	Tuesday, Thursday	7:00 PM	3:00 AM
Municipal Court 220 West Main Street	Monday, Wednesday, Friday	7:00 PM	3:00 AM
Community House 100 N. Henry	Friday, Sunday	12:00 AM	3:00 AM
Recreation Center 1700 Veterans Memorial Pkwy.	Tuesday, Thursday, Saturday	12:00 AM	3:00 AM
Animal Shelter 690 E. Main Street	Tuesday, Thursday	7:00 PM	3:00 AM
Vehicle Maintenance 521 E. Third Street	Tuesday, Thursday	7:00 PM	3:00 AM
James R. Williams Pump Station 1999 Jefferson Street Council meetings are held on the 1 st & 3 rd Monday of each month. Cleaning may not be conducted during this time. Council meetings start at 7:00 PM and end at various times.	Monday, Wednesday, Friday	9:00 PM	3:00 AM
Airport Terminal Building 730 Ferris Road	Monday, Wednesday, Friday	7:00 PM	3:00 AM
Airport Hanger Restroom 730 Ferris Road	Monday, Friday	7:00 PM	3:00 AM
Country View Golf Course 240 W. Beltline Road	Daylight Savings Tuesday, Thursday, Saturday	9:00 PM 7:00 PM	3:00 AM
Life Center 240 Veterans Memorial Pkwy	Monday – Friday	7:00 PM	3:00 AM
Interurban Visitor Center 103 N. Dallas Avenue	Monday, Wednesday, Friday	7:00 PM	3:00 AM

PRODUCT AND EQUIPMENT ACCEPTABILITY

SUPPLIES AND MATERIALS

The Contractor shall furnish all supplies, materials and equipment necessary for the performance of work in this contract.

Supplies and materials shall be of high quality and acceptable to the City. The Contractor shall be responsible for furnishing plastic trash bags used in collecting trash and plastic bag liners for trash receptacles, urinal mats for each urinal in all buildings as well as feminine sanitary supplies for vending machines at City Hall, Library and Aquatic/Recreation Center. The Contractor shall be responsible for replenishing supplies in all dispensers. (The City will provide designated storage space to stock (on a rolling basis) toilet tissue, hand towels, liquid soap, trash receptacle plastic liners, etc.)

The successful Contractor shall provide the Building Services Manager with a list of the materials that will be provided on site. Any changes to supplies must be approved in writing before use by the Building Services Manager. This information is to be furnished to the City within fourteen (14) days of notification of award. Material Safety Data Sheets shall be kept in all areas where materials and supplies are stored, in approved notebooks that are readily available to vendor and city staff.

Located at each facility will be storage areas for additional paper products. The Contractor will be responsible for maintaining stocked product. Building Services staff will have access to this area in case of emergency situations.

A list of specific area supplies that must be provided to fit the following:

1. Towel Dispenser – Roll
GP Georgia – Pacific MD. # P-15
Cormatic HDS200K
2. Multi fold Paper Towels Dispensers
Bobick, Stainless Steele w/trash can
3. Soap Dispenser
GP
Designer Services MD. # C-1
Cormatic DS 8008
4. Toilet Paper Dispenser 2/Roll
Tissue Dispenser
GP
Designer Services MD. # S-4C
Cormatic DS0250N
5. Time Mist Air Freshener (Approximately 40 installed)
Automatic Metered Aerosol Dispenser
Classic
32-1111 TM Gray
30 Day Supply
2 – “C” Cell Alkaline Batteries
6. Trash Liners

1.8 ml Heavy Trash Liners (Banquet Hall/ food areas)
 Liners to fit (approximately 3/gallon) Office type trash can
 Liners to fit "personal Container" in stall of Ladies Restroom

8. If vendor changes style, types or brands of disposal products paper towels, toilet tissue, soap, toilet seat covers, deodorizers, the vendor is responsible for providing new dispensers made specifically for the products, including the cost of installation and removal of replaced equipment.
9. All replacement equipment or replacement disposal products as identified above shall be approved by the owner's representative prior to implementation.

EQUIPMENT

All necessary cleaning equipment, including commercial type power driven floor scrubber, carpet extraction machines, waxing, and high speed polishing machines, vacuum cleaners, and all necessary vehicles required for the performance of the work in this contract shall be provided by the Contractor.

MANDATORY EQUIPMENT NEEDS

The following major equipment is needed at all buildings and must remain in the buildings. The City of Lancaster personnel for emergency situations may use this equipment clean up during the day.

1. Commercial upright vacuum cleaner and backpack unit
2. Mop/Mop Bucket
3. Push Broom/Dust Pan
4. Commercial wet/dry vacuum
5. Dusting equipment sufficient to reach all areas of the buildings
6. High speed floor buffing machine

QUALITY CONTROL REQUIREMENTS

Services performed under this contract shall be subject to regular inspections by the City of Lancaster representatives. This section outlines acceptable standards.

FLOOR CLEANING

Baseboards, walls, doors, furniture, and equipment shall not be splashed, disfigured, or damaged during cleaning. Proper precautions shall be taken to advise building occupants of wet and/or slippery floor conditions. All waxed surfaces must be maintained so as to provide safe anti-slip walking conditions. Vendor must provide necessary warning signage to warn owner's staff and patrons of potential slip hazards.

Sweeping: Floor shall be swept clean, free of dirt streaks and no dirt shall be left in corners, behind doors, on stair treads, or under furniture or equipment. Likewise, exterior entrances shall be swept clean of all dirt and trash. During sweeping operations, gum, tar and other sticky substances shall be removed with a putty knife. In addition, spills and spots must be removed during the sweeping process. This operation shall be performed with a cotton mop that has been dampened with a neutral detergent solution.

Damp or Wet Mopping: Floors shall be damp or wet mopped to remove dirt and stains that cannot be removed by sweeping. Mopping should be completed so as to leave no water or soap spotting or residue. A cotton mop, mop bucket wringer, and a neutral detergent solution shall be used to remove the soil. Mops and buckets shall be cleaned after each use and kept odor free. Buckets shall not be stored with solutions left in them.

Mopping solution shall be changed frequently to ensure floors are being properly cleaned. Furniture and other equipment shall be moved to mop underneath and replaced in its original position.

Mopped water splashed on baseboards, doors, or furniture shall be removed immediately. On completion of mopping operation there shall be no soil, litter, splash marks, streaks, swirls, or mop strands visible. The floor shall present an overall appearance of cleanliness.

Spot Mopping: This operation shall include the removal of stains by spillage on small areas of floor surface, and when doors have been left open and rain, snow, or sleet has blown in, or other substances have been tracked in.

Sweeping: Sweep all floor surfaces thoroughly. Removal all gum and adhesive material.

Spray Buffing: A high speed buffing machine shall be used with a synthetic buffer pad attached thereto, and the surface shall be buffed only enough to harden the finish and bring the surface to desired luster. Woodwork, baseboards, and furniture shall not be scarred or discolored by the buffing equipment or the solution used. Spray buffing solution shall not be applied to floors near than six (6) inches to the baseboard or non-movable fixtures.

Vacuuming of Carpet: Surface litters such as paper, gum, rubber bands, paper clips, etc. shall be picked up prior to vacuuming. A commercial heavy-duty upright carpet vacuum shall be used to remove obvious dust and soil from carpet. The carpeted floor, after vacuuming, shall be free of all visible litter and soil. In addition, movable furniture or equipment shall be tilted or moved to vacuum underneath or a portable vacuum with a crevice tool shall be used. In areas with permanent or stationary furniture and fixtures, a crevice tool shall be used to remove all dirt/dust from the edges of fixtures, etc. The carpeted floor after vacuuming shall be completely free of litter, soil and embedded grit.

Cleaning Office Furniture: Soil and dust shall be removed from office furniture. Metal desks, file cabinets, chairs, tabletops, etc., shall be dusted with clean wiping cloths and spots removed with sponge dampened in a neutral detergent solution. Vinyl covered furniture shall be cleaned with sponge or wiping cloth dampened in a neutral detergent solution. For hard to remove spots an approved cleaner shall be used. Wood furniture shall be dusted with treated dust cloths that have been sprayed with an approved polish and wiped to a shine with clean cloths.

Regular Dusting: All dust, lint, litter and dry soil shall be removed from horizontal surfaces and walls including office furniture, windowsills, shelves, etc., but items on desktops shall not be disturbed. Dusting shall be performed with clean dust cloths, and surfaces shall be dust free.

Spot Cleaning: Smudges, finger prints, marks and streaks shall be removed from washable surfaces, without scarring or discoloring the finish, by use of a sponge, clean cloth and spray bottle of neutral detergent. Germicidal cleaner solution shall be used in restrooms, eating areas, and drinking fountains. Glass cleaner shall be used on mirrors and windows. After spot cleaning, the surfaces shall have a uniform appearance free of spots, streaks and removable soil.

Washing of Interior and Exterior Glass: Smudges, oily film, dust and soil shall be removed from interior glass and mirrors by cleaning with glass cleaner solution, squeegee, and wiping cloths. Glass cleaner splash and drip marks shall be removed from adjacent surfaces. Glass surfaces shall be rinsed of detergent residue. All necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the City's representative is followed.

Trash Removal: All wastebaskets shall be emptied and returned to their initial location. Boxes, cans, papers and other trash placed near a trash receptacle and marked "TRASH" shall be removed and emptied directly into a designated trash dumpster, receptacle or area. Soiled or torn plastic wastebasket liners shall be replaced. Sand in cigarette butt urns shall be strained to remove all debris. Both the exterior and interior of wastebaskets and trash containers shall be damp wiped with germicidal detergent solution from a spray bottle using a sponge or cloth as needed. Trash receptacles that have accumulations of debris must be removed from their location and thoroughly cleaned to prevent odor and insect infestations. Trash receptacles that are supplied with lids, the lids must be cleaned to remove all spills and accumulations of food or other substances daily.

Entrance Mats: Carpet mats shall be vacuumed with commercial heavy-duty upright vacuum machine. Entrance mats of rubber or polyester shall be swept, shaken, vacuumed or washed. Entrance mats shall be lifted and soil and moisture underneath shall be removed.

Elevators: Smudges, fingerprints, gum, marks and graffiti shall be removed from interior, exterior surfaces and railings. Floors shall be cleaned in the same manner as other types of floor coverings as specified herein.

Restrooms:

- (1) **Germicidal:** Using an approved germicidal, detergent solution, completely sanitize restroom; to include floors, walls to ceiling, partitions, doors, and fixtures. Other cleaning materials specified herein shall be in addition to the germicidal.
- (2) **General:** Schedule of clean restrooms shall include sweeping, mopping, and scrubbing as necessary of floors, cleaning of mirrors, cleaning of nickel and chrome hardware, cleaning of fixtures, walls, stall partitions, and shower stalls. Cleaning of commodes and urinals detailed in the following section. Sanitary receptacles in women's restrooms shall be cleaned and wash

daily during cleaning schedule. Paper liners shall be inserted in these receptacles and replaced as necessary. Receptacles shall be emptied; liners folded, collected in separate containers, and disposed of with trash. Servicing and cleaning of restrooms during the building occupants' working hours shall be at intervals frequent enough to police and maintain an adequate supply of white toilet tissue, paper towels, hand soap, etc.

- (3) **Fixtures:** Commodes shall be cleaned daily to remove all rust and stains, inside and outside.

Urinals shall be cleaned daily to remove rust, and stains in the same manner as commodes. Cleaning solutions shall be flushed through the traps to reduce accumulations of scale. Urinal Mats shall be cleaned daily and replaced or deep cleaned monthly to prevent accumulations of urine and odors.

Commodes shall be cleaned inside and out with one gallon bucket containing germicidal solution.

Exterior of paper towel cabinets, soap dispensers, and tissue dispensers shall be wiped cleaned and refilled.

All stainless steel fixtures shall be cleaned daily with a commercial stainless steel cleaner to maintain the appearance of said fixture.

- (4) **Restroom, shower stall, and wall cleaning:** Floors shall be cleaned with mildew cleaner and sanitized with germicidal detergent cleaner and allowed to dry. In no instance shall a hose or stream of water be used to wash floor.

Shower stalls shall be cleaned with mildew cleaner to remove stains, soap scum, rust, mildew, etc., and sanitized with a germicidal detergent solution.

Walls, partitions, and woodwork shall be washed with germicidal detergent solution where wall surfaces are covered with a washable paint or vinyl covering.

Cleaning of Drinking Fountains: Soil, streaks, smudges, etc., shall be removed by use of spray bottle, germicidal detergent solution, and sponge, cloth. After cleaning, the fountain shall be free of stains, spots, smudges, and sanitized.

Polishing Metals: Solid push plates, kick plates, nameplates, and other metal fixtures shall be polished to present a bright, neat, clean shining appearance. Polishing shall be performed so as not to damage or scratch the finish

CITY OF LANCASTER

Janitorial Service

ADDENDUM # 1

2013-110

The following changes/clarifications have been made.

1. The due date and time will remain the same.
2. A sample Bid Bond and Performance Bond has been uploaded to the Attachments tab.
3. A sample invoice and tab sheet from the current contract has been uploaded to the Attachments tab.
4. Specification item 18: Initial cleaning requirement has been changed as follows:

FROM: In addition to the initial month's services, the Vendor shall bring all facilities to contract standards during the first two weeks of service of the contract. The additional cleaning will be performed in addition to routine cleaning tasks, but will not be billable as additional services. Failure to successfully complete the Initial cleaning phase may be considered a determining factor in discontinuing the service under the contract.

TO: Initial Cleaning shall take place during the first two weeks and shall consist of the following:

Completing all daily, monthly, quarterly and yearly cleanings as detailed in the specifications.

5. During the pre-bid conference, it was requested that estimated quantities for the supplies be posted. A spread sheet has been uploaded to the Attachments tab. additionally, below are the numbers that were issued during the 2009 bid.

City Buildings/Facilities (except Recreation Center)

Toilet Paper- 52/cs.	Paper Towels – 109/cs.
Trash Can liners – 96/cs.	Hand soap- 10/CS.

Recreation Center

Toilet Paper- 25/cs.	Paper Towels – 42/cs.
Trash Can liners – 79/cs	Hand soap- 7/CS.

The average number of items per case is:

Toilet paper 96 rolls/cs.	Multi fold towels- 24/packets or bundles/cs.
Liners- 150 bags/cs.	Hand Soap-4-1/gal./cs.

6. A copy of all supply order invoices with a distribution breakdown must be included with each monthly services invoice.
7. Will alternate forms of paper supplies be accepted?
 - a. Alternate supplies will be acceptable, but must be approved by Building Services Staff. Please provide written specifications for all alternate products you would like to be considered as well as submit samples with your proposals.
 - b. Any cost associated with changing out paper holders, etc. should be including in your proposal and not billed separately.
8. Please verify the day porter hours and how currently staffed.
 - a. Day Porter hours our 10:00 AM to 7:00 PM. Day Porter hours can be split between two staff members.

9. Who furnishes all the supplies and paper products?
 - a. Contractor is responsible for all supplies.
10. The specifications have been modified and item E has been added to item 3.
 - e. Initial background checks must have been completed within the previous six months and submitted yearly during the renewal process.
11. Does the Airport Terminal and its restroom really to be separated out from each other on the quote? It's stated twice and I'm a bit confused.
 - a. Line item 16 - The Airport terminal restroom has been deleted.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/12/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Swingle, Collins & Associates 13760 Noel Road, Suite 600 Dallas TX 75240		CONTACT NAME: PHONE (A/C No. Ext): 972-387-3000 FAX (A/C No.): 972-387-3808 E-MAIL ADDRESS: services@swinglecollins.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A :America First Lloyds Ins Co	11526
		INSURER B :America First Ins Co	
		INSURER C :Netherlands Ins Co	24171
		INSURER D :Peerless Indemnity Ins Co	18333
		INSURER E :	
		INSURER F :	

INSURED 7803

Entrust One Facility Services Inc
 11142 Shady Trail
 Dallas TX 75229

COVERAGES

CERTIFICATE NUMBER: 492954112

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		CBP8480304	7/1/2013	7/1/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BA8480104	7/1/2013	7/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000		CU8480604	7/1/2013	7/1/2014	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	WC8480504-TX,OK,TN WC8613548-CO	7/1/2013 7/1/2013	7/1/2014 7/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Crime		CBP8480304	7/1/2013	7/1/2014	Limit \$250,000 Deductible \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Lancaster
 211 North Henry Street
 Lancaster TX 75146

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Grant Longlife

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STATEMENT OF QUALIFICATIONS

Janitorial Services

Candidates must complete each of the following items in order to be considered.

Company Name	ENTRUST ONE FACILITY SERVICES, INC.
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List five (5) similar projects that your company has completed in the last five years. These should illustrate your experience with similar jobs.

	Project Name	Company	Year	Length of Contract
1	HQ & CAMPUS	AMERICAN AIRLINES	2009	3 YRS
Scope: Include number of buildings and schedule.				
2.5 MILLION SQ.FT.	5 BUILDING CAMPUS. 6PM-12PM Cleaning			
2	D.A.R.T.	Dallas Area Rapid Transit	2006	7 YRS
Scope: Include number of buildings and schedule.				
57 Rail Stations and Headquarters	150,000 HQ 6pm-11pm 57 Rail Stations 24/7			
3	BIXBY SCHOOL DIST	B.I.S.D.	2010	3 YRS
Scope: Include number of buildings and schedule.				
735,000 SQ.FT.	12 SCHOOLS. 6PM-2AM Cleaning			
4	HOCKADAY SCHOOL	HOCKADAY	1988	25 YRS
Scope: Include number of buildings and schedule.				
340,000 SQ.FT.	2 BLDGS NIGHTLY CLEANING 6PM-11PM			
5	T.D. AMERITRADE	TD AMERITRADE	2009	4 YRS
Scope: Include number of buildings and schedule.				
400,000 SQ.FT.	SINGLE BLDG. 6PM-11PM			

Have you ever worked for the City of Lancaster?	Yes	NoXXX
---	-----	-------

If yes, provide name of project and scope.

Additional Pricing information

Formula used to calculate daily costs as listed in the line items.

The entire square footage of project is combined and calculated with hours, wages, insurance & overhead based on 260 days of cleaning per year. This gives us an overall per sq.ft. price. Each bldg. is then calculated at the sq.ft. price x sq.feet.=monthly cost. Then monthly cost is divided by the actual # of days needed in each bldg . This gives us a per day cleaning rate for that building.

Formula used to calculate weekly (5 days per week) costs as listed in the line items.

Predetermined Daily rate x 5 =

Formula used to calculate weekly (3 days per week) costs as listed in the line items.

Predetermined Daily rate x 3=

Formula used to calculate weekly (2 days per week) costs as listed in the line items.

Predetermined Daily rate x 2=

CONTACT INFO

Designated email to receive communication:

knaumann@entrust1.com

Company Name	ENTRUST ONE FACILITY SERVICES, INC.
---------------------	--

Proposed Staff - Please list the supervisor, their qualifications and their assigned responsibility. Please list the employee and what their assigned responsibility will be.

Supervisor Name		Years of Experience	
1	JUAN ZAMORA	OPERATIONS MANAGER	20 YEARS
Qualifications:			
Juan has worked for our company for 13 years. He has experience as a: Working supervisor, Project Manager and now Operations Manager for entire company. Very proficient in managing large accounts and extensive floor care programs.			
Responsibility:			
He will oversee the entire project which includes hiring, training, background checks, equipment maintenance, scheduling, products & supplies and budgets.			
Employee Name		Title	Years of Experience
1	ANTONIO CASTILLO	PROJECT MANAGER	17 years
Responsibility:			
Oversees the day to day operations. He is the Direct contact person for Lancaster project. Quality control inspections. Direct contact for all supervisors. Makes sure work force adheres to cleaning specifications. Handles customer service calls and provides 2hr responses. Responsible for accident reports.			
Employee Name		Title	Years of Experience
1	Roberto Cruz	Working supervisor	14 yrs
Responsibility:			
Reports to work daily in uniform and ready to work. Checks equipment for safety. Ensure facility is locked and secure upon arrival and prior to leaving. Pick up, distribute and collect all keys and returns them to onsite location. Completes a daily inspection report for the Project Manager.			
Employee Name		Title	Years of Experience
9-15	TO BE DETERMINED	GENERAL CLEANERS	VARIES
Responsibility:			
Report to work daily in uniform and ready to work. Conduct themselves in a professional manner. Observe all safety and HIPPA rules. Insure all work is completed in a timely manner. Report any maintenance issue to working supervisor. Provides services per the scope of work.			
Employee Name		Title	Years of Experience
1			
Responsibility:			
Employee Name		Title	Years of Experience
1			
Responsibility:			

	Employee Name	Title	Years of Experience
1			
Responsibility:			

SUSPENSION AND DEBARMENT CERTIFICATION

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-Federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred.

I, the undersigned agent for the firm named below, certify that neither the firm nor its principals are suspended or debarred by a Federal agency.

Company Name **ENTUST ONE FACILITY SERVICES, INC.**

Federal ID # **75-2834798**

Signature

Printed Name **KELLY NAUMANN**

Date **SEPTEMBER 17, 2013**



ATTACHMENT "A"

City of Lancaster
211 N. Henry
Lancaster, TX 75146

Entrust One Facility Services currently carries the appropriate level of insurance coverages required for this contract. The attached sample of Certificate of Insurance has been uploaded for your review.

If awarded, Entrust One will provide a binder with MSDS sheets and stored in each building supply/equipment closet. In addition, one will be provided to Purchasing.

A handwritten signature in black ink, reading "Kelly Naumann". The signature is written in a cursive, flowing style.

Kelly Naumann

V.P. Business Development





ATTACHMENT "B"

September 17, 2013

City of Lancaster
211 N. Henry
Lancaster, TX 75146

Contact Info:

Aaron Liverpool, CEO 972-669-8485 aliverpool@entrust1.com

Kelly Naumann 214-862-8420 knaumann@entrust1.com

"Entrust One currently has over 500 employees based in the DFW metroplex. We have the staff and time to maintain this contract."

A handwritten signature in black ink that reads "Kelly Naumann".

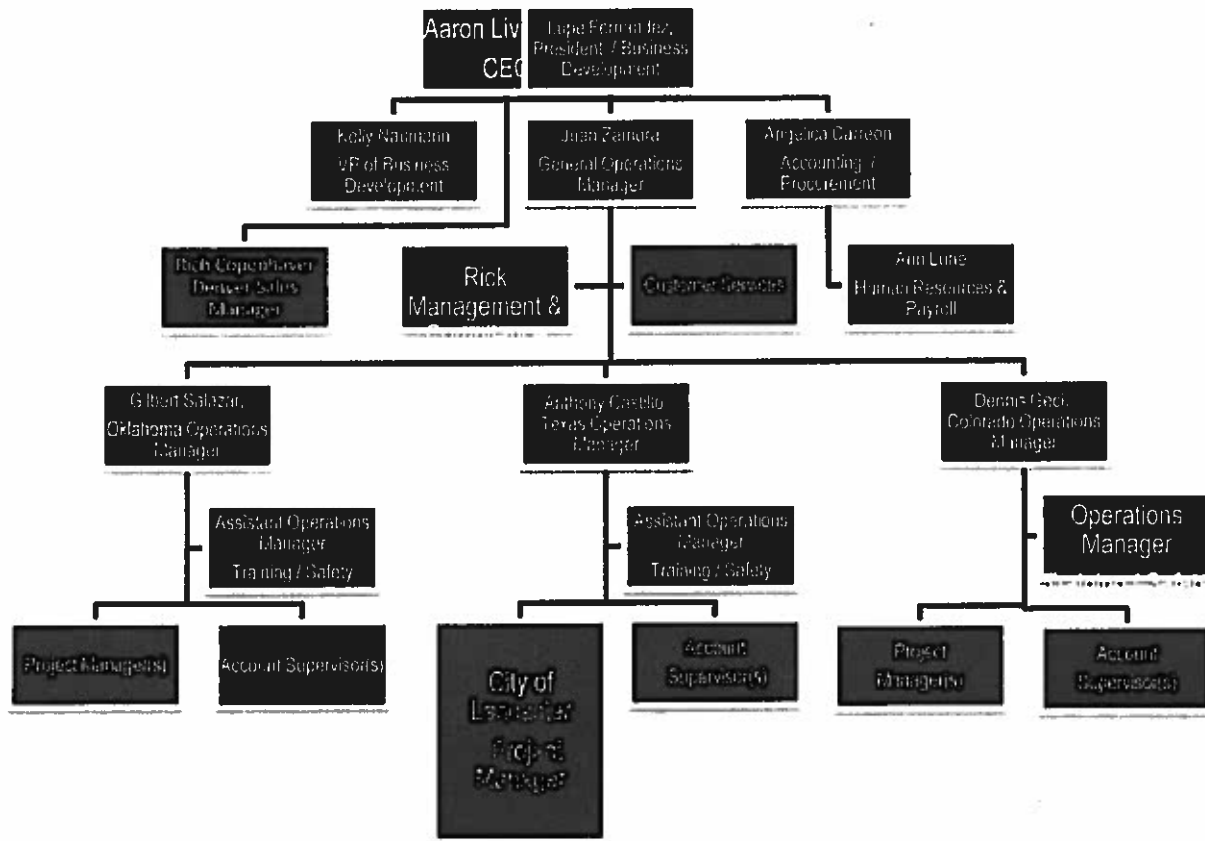
Kelly Naumann

V.P. Business Development



Proposal

Management Organizational Chart



Proposal

Qualifications of Staff Key Personnel and Qualifications

The intent of Entrust One is to provide the immediate availability of its management's experience and resources to insure that you receive a quality program with superior management and supervision. To make this intent a reality, our plan is to provide the following:

- I. **Account Executive & Operations Manager** - In depth management and administrative support from our management team. This will include transition, implementation, operational improvement strategies, contract, government and safety compliance and performance reviews with City of Lancaster's representative.
- II. **Project Manager** - The Project Manager will oversee the day-to-day operations performed under this contract. He will be the City of Lancaster's primary contact for any issues relating to cleaning, scheduling, and employees and implement corrective actions to address any performance issues relating to the contract. He will make recommendations to management in regard to any operational changes for better efficiency.

All incoming reports/request or concerns received from City of Lancaster will be addressed by the project manager. He will assign them to the appropriate supervisor.

The Project Manager's primary responsibilities will include:

- Oversee the workforce on a daily basis.
- Develop sign-in and sign-out procedures for supervisors and employees
- Direct contact for all supervisors
- Implement schedule periodic work
- Order necessary supplies and equipment for contract
- Responsible for transmittal of losses, accidents, damage reports to City of Lancaster
- Ensure response requirements emergency services are met
- Ensure that all daily, and monthly inspection reports are completed and delivered to City of Lancaster as required
- Develop and keep inventory of all equipment used for this contract
- Other duties as needed by City of Lancaster and Entrust One.

Proposal

Kelly Naumann – Account Executive Juan Zamora – General Manager

The Account Executive and General Manager will be directly responsible for the execution of this contract.

Account Executive & General Manager

Ms. Naumann and Mr. Zamora will oversee the organization and administration of this contract. Their primary responsibility will be to ensure that competent teams of employees are put in place to fulfill all obligations that are required within the statement of Work of the contract. Weekly meeting with the project manager to review cleaning program.

Ms. Naumann will work directly with client to resolve any contract issues that may arise. Ms. Naumann and Mr. Zamora will also assume the responsibility for ensuring that all required notices and documents listed below that are required by City of Lancaster are fulfilled:

- Sign off on all required contract documents
- Ensure accuracy of monthly invoice
- Provide required insurance information
- Obtain required insurance information from all sub-contractors
- Sign contract with all sub-contractors
- Provide emergency response procedures and information to CLIENT
- Any other requested documents required by CLIENT
- "Quarterly Janitorial Review" with CLIENT

Jose Paz – Risk Management

The Risk and Safety Manager will be directly responsible for all safety training, OSHA Compliance and provide on-going safety training.

Safety and Compliance -

- OSHA Compliance
- Personal Protection Equipment (PPE)
- MSDS Requirements
- Provide on-going safety training for employees

Proposal

Antonio Castillo – Regional Operations Manager

The Operations Manager will be directly responsible for all on-site training, staffing, inventory and quality control.

Operations Manager

- Regular Quality Control Inspections
- Conduct weekly random site inspections to ensure compliance
- Sign off on the hiring of all cleaning supervisors
- Hiring of new staff
- Coordinating employee background checks and screening through HR.
- Employee Training
 - OSHA Compliance
 - Personal Protection Equipment (PPE)
 - MSDS Requirements
 - Provide on-going safety training for employees
- Ensure response requirement are met

Day Custodians / Matrons

His/Her primary responsibilities will include:

- Report to work daily in uniform and ready for work
- Conduct themselves in a professional manner
- Observe all safety and work rules
- Insure all work is completed in a timely manner
- Report any maintenance issue to management
- Provide services per the scope of work

On-Site Working Supervisors

His/Her primary responsibilities will include:

- Report to work daily in uniform and ready for work
- Conduct themselves in a professional manner.
- Observe all safety and work rules
- Check equipment for safety
- Check inventory and order supplies/materials as needed.
- Ensure facility is locked and secure upon arrival and prior to leaving
- Pick up, distribute and collect all keys and return them to on-site loc.
- Insure all scope of work is completed in a timely manner
- Complete and report any non-routine work assigned
- Complete a daily inspection report to project manager
- Report any cleaning or personnel issues to the project manager

Proposal

Night Cleaning Custodians, Leads and Floor Maintenance

His/Her primary responsibilities will include:

- Report to work daily in uniform and ready for work
- Conduct themselves in a professional manner
- Observe all safety and work rules
- Insure all work is completed in a timely manner
- Report any maintenance issue to supervisor
- Provide services per the scope of work and direction of supervisor from City of Lancaster.



Suppliers

Entrust One gives you access to leading national brands in key categories. These brands are recognized for their quality and performance and give your occupants confidence that their building is well maintained.



At Entrust One we understand our responsibility to protect and positively impact our environment while providing quality service. We work with our suppliers to provide green solutions in our services and supplies.



Proposal

Supplies, Material and Equipment (Exhibit B)

Entrust One will provide all cleaning chemicals, supplies and materials needed including the following items:

Trash barrels
 Trash gondola(s) as needed
 Commercial vacuum
 Back pack vacuum(s)
 Wet vacuum(s) as needed
 High speed buffers as needed
 Carpet extractor as needed
 Day Porter Carts
 Long reach feather duster
 Feather dusters
 Brooms/sweepers
 Dust pans
 Dust mop & frame
 Mop Sticks
 Color coded Microfiber mop heads
 Color Coded Microfiber cleaning clothes
 Color Coded Mop Buckets
 Spray bottles & sprayers
 Floor finish and stripper



The use of our color coded moping systems eliminates cross contaminations –

- ❖ Red used ONLY for restrooms
- ❖ Yellow used ONLY for common areas/classrooms
- ❖ BLUE used ONLY for food prep and eating areas





October 9, 2013

Dawn Berry, CPPB
Purchasing Agent
City of Lancaster

Dawn,

Thank you again for meeting with our team last Friday. Our meeting to discuss details of janitorial methods and schedules confirms that you too, believe that communication and a 'partner-like' approach to your contracts are beneficial. That is why our company tagline is "Partners in Excellence".

Per our discussion at the meeting, you requested that I provide a statement regarding our approach and costs for the initial cleaning of your buildings. After reviewing our budget and the scope of work, we can offer the following:

- Entrust One Facility Services will provide an initial clean (up and over the daily tasks which will begin at start date) to the standards of your scope of work. These tasks will include all daily, weekly and monthly services in detail fashion. We will accomplish this initial clean for the buildings in a 30 day period of time with *no additional charges to the City*. The Quarterly service of interior window washing will be completed in a 60 day period of time with *no additional charges to the City*.
- Regarding the Quarterly and Semi-Annual services of carpet cleaning, strip & wax of the VCT floorings and deep cleaning of all Ceramic tile: These services will be performed in January-February of 2014 since you stated that these areas had just been cleaned recently and are not in need of service at this time. These tasks are still included in our normal scope of work and no additional charges will be necessary.
- *Should the City require that the Initial Clean be completed in 2 weeks from start date, as originally stated in the General Specifications, Entrust One will charge a fee of \$1200.00 to compensate for the additional labor needed in a short amount of time to complete these detail tasks. This is up and over the normal cleaning requirements that the cleaning crews will be performing on a normal schedule.*

Hopefully, this summarizes our approach and provides you with the information that you need. I have once again double checked our original proposal numbers for your contract and we feel that we have calculated an accurate estimate of the budget that is necessary to keep your buildings clean and your supplies fully furnished at all times.





Dawn, I sincerely hope that you found our company to be informative, professional and capable of your janitorial needs. I believe we both have the same goal in mind, good partnership and clean buildings! We hope that you give our group the opportunity to win your janitorial contract. Entrust One Facility Services looks forward to a positive response from the City of Lancaster.

If you have any further questions, please contact me at your convenience.

Sincerely,

Kelly Naumann
Regional V.P. Business Development
Dallas, Denver, Tulsa



				Miller Building Group	US Facility Tec	Unicare Building Maintenance, Inc.		G2 PREMIER STAFF LLC		Global Building Maintenance, Inc		D&A Building Services Inc		ENTRUST ONE FACILITY SERVICES, INC		Oriental Building Services, Inc.		All World Clean		Member		American Facility Services	
Line	Description	UOM	QTY	Unit	Unit	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Total Cost per week to Clean City Hall 3 days per week	Week	52	No Bid	No Bid	\$99.13	\$5,154.76	\$105.96	\$5,509.92	\$120.99	\$6,291.48	\$126.39	\$6,572.28	\$126.00	\$6,552.00	\$138.64	\$7,209.28	\$123.75	\$6,435.00	\$143.68	\$7,471.36	\$207.69	\$10,799.88
2	Total Cost per week to Clean Service Center 2 days per week	Week	52	No Bid	No Bid	\$40.37	\$2,099.24	\$50.36	\$2,618.72	\$49.66	\$2,582.32	\$60.41	\$3,141.32	\$59.85	\$3,112.20	\$48.46	\$2,519.92	\$52.50	\$2,730.00	\$45.53	\$2,367.56	\$103.85	\$5,400.20
3	Total Cost per week to Clean Public Safety Building 3 days per week	Week	52	No Bid	No Bid	\$370.28	\$19,254.56	\$395.76	\$20,579.52	\$400.95	\$20,849.40	\$440.07	\$22,883.64	\$470.25	\$24,453.00	\$418.85	\$21,780.20	\$420.00	\$21,840.00	\$536.66	\$27,906.32	\$415.38	\$21,599.76
4	Total Cost per week to Clean Library 3 days per week	Week	52	No Bid	No Bid	\$235.63	\$12,252.76	\$251.85	\$13,096.20	\$261.45	\$13,595.40	\$260.58	\$13,550.16	\$299.25	\$15,561.00	\$305.31	\$15,876.12	\$265.00	\$13,780.00	\$341.51	\$17,758.52	\$288.46	\$14,999.92
5	Total Cost per week to Clean Community House 2 days per week	Week	52	No Bid	No Bid	\$19.22	\$999.44	\$23.98	\$1,246.96	\$23.24	\$1,208.48	\$30.73	\$1,597.96	\$28.50	\$1,482.00	\$36.92	\$1,919.84	\$26.25	\$1,365.00	\$27.10	\$1,409.20	\$92.31	\$4,800.12
6	Total Cost per week to Clean Vehicle Maintenance 2 days per week	Week	52	No Bid	No Bid	\$33.89	\$1,762.28	\$6.00	\$312.00	\$12.30	\$639.60	\$25.92	\$1,347.84	\$7.12	\$370.24	\$17.31	\$900.12	\$10.00	\$520.00	\$13.55	\$704.60	\$57.59	\$2,994.68
7	Total Cost per week to Clean Recreation Center 3 days per week	Week	52	No Bid	No Bid	\$426.38	\$22,171.76	\$455.70	\$23,696.40	\$438.87	\$22,821.24	\$454.37	\$23,627.24	\$541.50	\$28,158.00	\$464.77	\$24,168.04	\$475.00	\$24,700.00	\$617.97	\$32,134.44	#####	\$81,996.20
8	Total Cost per week to Clean Animal Shelter 2 days per week	Week	52	No Bid	No Bid	\$33.89	\$1,762.28	\$1.20	\$62.40	\$12.12	\$630.24	\$24.64	\$1,281.28	\$7.12	\$370.24	\$17.31	\$900.12	\$80.50	\$4,186.00	\$13.55	\$704.60	\$92.31	\$4,800.12
9	Total Cost per week to JRW Pump Station 3 days per week	Week	52	No Bid	No Bid	\$39.27	\$2,042.04	\$41.97	\$2,182.44	\$42.78	\$2,224.56	\$76.11	\$3,957.72	\$49.86	\$2,592.72	\$48.46	\$2,519.92	\$47.40	\$2,464.80	\$56.92	\$2,959.84	\$92.31	\$4,800.12
10	Total Cost per week to Clean Court 3 days per week	Week	52	No Bid	No Bid	\$53.86	\$2,800.72	\$57.57	\$2,993.64	\$68.34	\$3,553.68	\$80.28	\$4,174.56	\$68.40	\$3,556.80	\$94.15	\$4,895.80	\$72.00	\$3,744.00	\$78.06	\$4,059.12	\$155.77	\$8,100.04
11	Total Cost per week to Clean the Visitor Center 3 days per week	Week	52	No Bid	No Bid	\$50.49	\$2,625.48	\$53.97	\$2,806.44	\$66.51	\$3,458.52	\$63.46	\$3,299.92	\$64.11	\$3,333.72	\$77.88	\$4,049.76	\$67.50	\$3,510.00	\$73.18	\$3,805.36	\$126.92	\$6,599.84
12	Total Cost per week to Clean the Senior Center 5 days per week	Week	52	No Bid	No Bid	\$173.26	\$9,009.52	\$143.90	\$7,482.80	\$199.42	\$10,369.84	\$210.75	\$10,959.00	\$162.85	\$8,468.20	\$221.54	\$11,520.08	\$225.00	\$11,700.00	\$325.25	\$16,913.00	\$393.31	\$20,452.12
13	Total Cost per week to Clean the Golf Course Clubhouse 3 days per week	Week	52	No Bid	No Bid	\$56.10	\$2,917.20	\$59.97	\$3,118.44	\$66.56	\$3,461.12	\$65.06	\$3,383.12	\$71.25	\$3,705.00	\$92.31	\$4,800.12	\$75.00	\$3,900.00	\$81.31	\$4,228.12	\$161.54	\$8,400.08
14	Total Cost per week to Clean the Airport Terminal Building 3 days per week	Week	52	No Bid	No Bid	\$104.41	\$5,429.32	\$111.60	\$5,803.20	\$137.49	\$7,149.48	\$123.28	\$6,410.56	\$132.60	\$6,895.20	\$156.27	\$8,126.04	\$155.86	\$8,104.72	\$151.32	\$7,868.64	\$323.08	\$16,800.16
	Total Cost per year to Clean Buildings						\$90,281.36		\$91,509.08		\$98,835.36		\$106,186.60		\$108,610.32		\$111,185.36		\$108,979.52		\$130,290.68		\$212,543.24
17	Cost per hour for Day Porter Services	Hour	2496	No Bid	No Bid	\$11.00	\$27,456.00	\$11.47	\$28,629.12	\$11.50	\$28,704.00	\$10.50	\$26,208.00	\$12.00	\$29,952.00	\$13.50	\$33,696.00	\$12.50	\$31,200.00	\$11.62	\$29,003.52	\$13.50	\$33,696.00
	Total Cost per Year to Clean Buildings and Day Porter						\$117,737.36		\$120,138.20		\$127,539.36		\$132,394.60		\$138,562.32		\$144,881.36		\$140,179.52		\$159,294.20		\$246,239.24
18	Cost per hour for Emergency Cleaning	Hour	1	No Bid	No Bid	\$12.96	\$12.96	\$15.26	\$15.26	\$17.00	\$17.00	\$15.50	\$15.50	\$18.00	\$18.00	\$16.95	\$16.95	\$13.50	\$13.50	\$11.50	\$11.50	\$13.50	\$13.50
19	Cost to clean exterior windows at all buildings.	Hour	1	No Bid	No Bid	\$0.00	\$0.00	NB	NB	\$12.95	\$12.95	\$19.00	\$19.00	NB	NB	\$13.50	\$13.50	\$250.00	\$250.00	\$800.00	\$800.00	\$18.00	\$18.00
20	Price per square foot to be used for adding and deleting locations and / or occupied / unoccupied space.	sq ft	1	No Bid	No Bid	\$0.065	\$0.065	\$0.6236	\$0.6236	\$0.055	\$0.055	\$0.07	\$0.07	\$0.057	\$0.057	\$0.065	\$0.065	\$0.06	\$0.06	\$0.07	\$0.07	\$1.50	\$1.50
Documents Submitted	Bid Bond			No	No	No	Yes - Original Received		No	Yes-Original Received		Yes-Original Received		Original not Submitted		Yes-Original Received		Original not submitted		Yes-Original Received			
	Conflict of Interest			No	No	Yes	Yes		Yes	Yes		Yes		Yes		Yes		Yes		Yes			
	W9			No	No	Yes	Yes		Yes	Yes		Yes		Yes		Yes		Yes		Yes			
	Reference Page			No	No	Yes	Yes		Yes	Yes		Yes		Yes		Yes		Yes		Yes			
	Statement of Qualifications			No	No	Yes	Yes		Yes	Yes		Yes		Yes		Yes		Yes		Yes			
	Non-Appropriations Clause			No	No	Yes	No		No	Yes		Yes		Yes		Yes		Yes		Yes			
	Attachment A			No	No	Incomplete	No		Yes	No		Yes		No		Yes		No		Yes			
	Attachment B			No	No	No	No		Yes	No		Yes		Yes		No		No		Yes			
	Attachment C			No	No	Yes	No		Yes	No		Yes		Yes		No		No		Yes			
	Attachment D			No	No	Yes	No		Yes	No		Yes		Yes		Yes		No		Yes			
Attachment E			No	No	Yes	No		Yes	No		Yes		Yes		Yes		No		Yes				

Disqualified

LANCASTER CITY COUNCIL

Agenda Communication

November 18, 2013

Item 3

Consider a resolution approving the terms and conditions of a contract extension by and between the City of Lancaster and David Royar Golf Shop, Inc. for the management of the Lancaster Country View Golf Course.

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

Goal: Healthy, Safe & Vibrant Neighborhoods

Background

The City entered into an extended golf course management agreement with David Royar on December 12, 2005 that originated July 1, 2003. The term of the extended contract was ten years, ending in 2015 with an automatic six month renewal unless either party gives notice of termination.

David Royar is in need of a new golf cart lease to replace inoperable golf carts and convert from electrical powered golf carts to gas powered golf carts. David has requested a contract extension from 2015 to 2017. This extension will allow David Royar to go into a four year term lease vs. a two or three year term lease that would be more costly and impact golf course maintenance as a result of higher cart lease payments.

The City Council discussed the contract at their work session on November 18, 2013 and heard a presentation from staff regarding the request from David Royar to extend the existing contract.

Considerations

- **Operational** - The proposed contract agreement extension will permit David Royar to secure a four year lease on golf carts, reducing his operational cost and increasing course maintenance cost that potentially could yield more rounds being sold.
- **Legal** - The City Attorney reviewed and approved the contract and resolution as to form
- **Financial** - There is no financial cost to the City to extend the contract; however there is financial benefit to extend the contract. This extension will provide for a discounted rate for City of Lancaster residents that could increase annual rounds played.

- **Public Information** – This item is considered at a meeting of the City Council noticed in accordance with the Texas Open Meetings Act.

Options/Alternatives

(1) Continue existing contract

Although Mr. Royar will have higher operational cost, he will continue to provide the best quality golf experience for the money in the Metroplex.

(2) Extend the contract

Mr. Royar believes that with the extension of this contract, the number of rounds will continue to increase, which increases revenues to the City. A longer contract also provides continuity for the course management.

With either alternative, the City can always end the contract after giving notice of non-performance.

Recommendation

Staff recommends approval of the existing contract with the provisions of the City not taking on any financial obligations arising from the golf cart lease in the event of the need to terminate this agreement for cause or convenience. Staff also recommends the creation of a resident rate for Lancaster citizens (25% off of rack rate) in an effort to engage more participation from citizens.

Attachments

- Resolution
 - Revised Contract
-

Submitted by:

Sean Johnson, Director
Parks, Recreation, Library Services & Country View Golf Course

RESOLUTION NO. 2013-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A CONTRACT BY AND BETWEEN THE CITY OF LANCASTER, TEXAS AND DAVID ROYAR GOLF SHOP, INC., FOR THE MANAGEMENT OF THE LANCASTER COUNTRY VIEW GOLF COURSE, AUTHORIZING ITS EXECUTION BY THE CITY MANAGER, REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, David Royar Golf Shop, Inc. provides services to the City of Lancaster for the full supervision, operation and management of the Lancaster Country View Golf Course; and

WHEREAS, the City Council of the City of Lancaster desires to continue contracting with David Royar Golf Shop, Inc. for the above services;

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

- Section 1. The David Royar Golf Shop, Inc. contract attached hereto 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. The term of the 2005 contract with David Royar Golf Shop, Inc. will be extended until December 31, 2017 and upon expiration shall automatically be renewed for a period of six (6) months unless either party gives the other part written notice to terminate the agreement ninety (90) days prior to the expiration of the then current term.
- Section 3. The City Manager of the City of Lancaster, Texas is authorized to execute the appropriate documents to implement this Agreement.
- Section 4. Any prior Resolution of the City Council in conflict with the provisions contained in this Resolution are hereby repealed and revoked.
- Section 5. Should any part of this Resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.
- Section 6. This Resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas on this the 18th day of November 2013.

ATTEST:

APPROVED:

Dolle K. Downe, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

GOLF MANAGER AGREEMENT

This Agreement is made by and between the City of Lancaster, Texas, a Texas municipal corporation (hereinafter referred to as the "CITY") and David Royar Golf Shop, Inc., a Texas Corporation, and David Royar, individually (hereinafter referred to collectively "MANAGER") under the following conditions and terms:

WITNESSETH:

WHEREAS, the CITY and the MANAGER entered into a personal services contract on July 1, 2003, and subsequently entered into an extended golf manager agreement on December 12, 2005 for the full supervision, operation, and management of the Lancaster Country View Golf Course (hereinafter referred to as the "GOLF COURSE"); and

WHEREAS, the MANAGER possesses unique skills required for a golf MANAGER; and

WHEREAS, the parties desire to enter into a new agreement for the supervision, operation, and management of the GOLF COURSE, and the Pro Shop and Restaurant (hereinafter referred to collectively as the "AMENITIES");

NOW, THEREFORE, in consideration of the foregoing and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

I. Golf Course Operations

A. Relationship. The MANAGER is an independent MANAGER and is not an employee or servant of the CITY. The MANAGER shall determine the legal means to accomplish the services described herein. The CITY is not responsible for withholding FICA or taxes of any kind from any payment which it owes the MANAGER. Neither the MANAGER nor persons employed by the MANAGER shall be entitled to receive any benefits that employees of the CITY are entitled to receive, and shall not be entitled to workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing, or Social Security on account of their work for the CITY.

B. Term. This Agreement will commence on the date of execution (the "Effective Date"), shall end on December 31, 2017, and upon expiration shall be automatically renewed for a period of six (6) months unless either party gives the other part written notice to terminate the Agreement ninety (90) days prior to the expiration of the then current term. The parties agree to meet during the ninety (90) days prior to the expiration of the then current term to discuss the renewal of this Agreement.

C. GOLF COURSE Operations.

- (1) The MANAGER shall control all ways and means incident to the GOLF COURSE operations, under the direction of the City Manager or designee. It is the intent of the CITY that the MANAGER shall be on the GOLF COURSE premises as much as is practicable and not away for recurring extended time periods. Any leave of more than two weeks (14 consecutive days) shall not be taken without the written approval of the City Manager or designee.
- (2) MANAGER shall employ and pay sufficient staff of his own to operate the AMENITIES including, but not limited to, Head Golf Professional (certified by the Professional Golfers Association), Assistant Golf Pro (certified by the Professional Golfers Association), Grounds Superintendent (certified by the Golf Course Superintendents Association of America), sufficient starters, marshals, cashiers, clerical persons, restaurant personnel, sales personnel, golf cart maintenance personnel, maintenance and landscape personnel, and custodial personnel for Clubhouse. MANAGER may establish salaries, bonuses and similar incentive programs for his employees as he deems appropriate.
- (3) The MANAGER will plan and prepare an annual budget for the GOLF COURSE operations and will provide timely financial reports as required by the City Manager or designee.
- (4) The MANAGER shall attend CITY staff meetings and functions as determined by the City Manager or designee.

D. Golf Lessons.

- (1) The MANAGER agrees to establish and maintain a program of golf instruction adequate to meet the demands of the public and to employ a sufficient number of competent golf instructors to meet demand. Time spent on golf instruction by any personnel retained by the MANAGER shall not interfere with the normal day to day operations of the GOLF COURSE.
- (2) MANAGER shall have the exclusive right to provide lessons at the GOLF COURSE, although sufficient allowance should be made for LISD golf teams and coaches to be able to use the facility. Such school activities should be undertaken with the approval of the MANAGER and subject to the authorization of the City Manager or designee.
- (3) MANAGER shall be permitted to give golf instructions at the GOLF COURSE and retain all income from such instruction. Time spent on golf instruction by any personnel retained by the MANAGER shall not interfere with the normal day to day operations of the GOLF COURSE.

- (3) MANAGER may retain all income from golf lessons.

E. Golf Carts.

- (1) The MANAGER shall provide and maintain all motorized golf carts in adequate numbers, as agreed upon after consultation with the City Manager or designee. Maintenance shall include, but is not limited to, repair service, preventive maintenance, damage repair, tire repair or replacement, battery replacement and other maintenance necessary to keep carts in good working order. All maintenance cost shall be paid by the MANAGER. The MANAGER may charge customary and reasonable fees for the rental of the golf carts.
- (2) MANAGER shall provide sufficient personnel to keep carts clean, operable and presentable at all times, to park carts in the storage area, and to retrieve said carts from storage as necessary to make available for patron's use.
- (3) MANAGER shall be required to provide new carts every three (3) years.
- (4) MANAGER, at his sole expense, shall provide for the cleaning and painting of parking areas in the cart storage facility.
- (5) MANAGER shall pay a portion of the gross revenues from golf cart rentals in accordance with Article VI. Financial Considerations in this agreement.

F. Golf Driving Range.

- (1) MANAGER shall provide, maintain, staff and operate a golf driving range at the GOLF COURSE.
- (2) MANAGER shall provide an adequate supply of golf balls and shall provide, maintain, and operate adequate golf ball dispensing machines, ball cleaning equipment, and any other equipment necessary to operate the driving range.
- (3) MANAGER shall provide new golf ball retrieving equipment as needed. MANAGER shall operate retrieving equipment with GOLF COURSE personnel in a prudent manner so as to properly operate the Golf Driving Range. MANAGER, at his sole expense, shall provide maintenance as may be needed on the golf ball retrieving equipment. MANAGER, at his sole expense, shall replace golf ball retrieving equipment as necessary.
- (4) MANAGER shall maintain the Driving Range grass and turf areas.

- (5) MANAGER may retain all income from the operation of the Golf Driving Range.

G. Pro Shop. The MANAGER shall provide, maintain, equip and operate a Pro Shop at the GOLF COURSE. The Pro Shop may include sales of golf clubs, golf balls, clothing, golf equipment, and other merchandise. MANAGER shall also supply and maintain basic first aid supplies and necessary fire protection equipment. MANAGER agrees that the pricing of all items sold in the Pro Shop shall be reasonable and competitive with similar retail sales operations in the area. The MANAGER shall own all merchandise. The MANAGER shall have the exclusive right to retrieve lost balls from the ponds, lakes, creeks, etc., and to sell retrieved golf balls in the Pro Shop. It shall be the responsibility of the MANAGER to supply all other equipment or supplies necessary to provide for the successful operation of the Pro Shop. The MANAGER agrees to supply and maintain all equipment necessary for the proper maintenance of all grass, natural growth, trees and shrubbery surrounding the Pro Shop area.

MANAGER shall pay a portion of the gross revenues from the Pro Shop in accordance with Article VI. Financial Considerations in this agreement.

H. Clubhouse, Food and Beverage Operations. The MANAGER shall provide, maintain, staff, and operate food and beverage concessions at the GOLF COURSE. The MANAGER agrees to supply and maintain all equipment necessary for the proper maintenance of all grass, natural growth, trees and shrubbery surrounding the Clubhouse/pro shop area.

- (1) The MANAGER shall maintain all equipment, furniture, fixtures, including kitchen equipment, located in the Clubhouse area, at the MANAGER'S sole cost and expense, whether said equipment is owned by the CITY or the MANAGER. The MANAGER shall maintain the Clubhouse and equipment in a clean and sanitary manner at all times. The MANAGER shall supply and maintain basic first aid supplies and necessary fire protection equipment. The MANAGER agrees to supply and maintain all equipment required for the Food and Beverage Operations and to supply, at the MANAGER'S sole cost and expense, other equipment or supplies which may be necessary to provide for the successful operation of the Food and Beverage Operations concessions. The MANAGER shall operate and maintain the Food and Beverage Operations in accordance with all applicable CITY and State laws, rules, and regulations.
- (2) The MANAGER shall provide a menu featuring foods, snacks, candies, beverages and refreshments of every kind for which there may be a reasonable demand. It is the intention of both parties that the Food and Beverage Operations will be a high quality food operation with a sufficiently varied menu to attract and hold increasing clientele.
- (3) The CITY will perform a Food and Beverage Operations audit at the end of every twenty-four (24) months of operation to determine any future needs or plans to expand or change the current Food and Beverage Operations.

- (4) The MANAGER shall not authorize or permit the installation of any amusement device without the written consent of the City Manager or designee. The MANAGER shall maintain adequate, qualified personnel to staff the Food and Beverage Operation and proper supervision of said staff. The employees of the MANAGER shall serve the patrons of the Golf Course promptly and in a courteous manner.
- (5) The MANAGER may sublease or contract for the operation of the Food and Beverage Operations located at the GOLF COURSE.
- (6) MANAGER shall pay a portion of the gross revenues from all Food and Beverage Operations concessions in accordance with Article VI. Financial Considerations in this agreement.

II. Maintenance of GOLF COURSE Premises

A. MANAGER shall maintain the landscaping on the GOLF COURSE premises so that all grass, natural growth, trees and shrubbery appear trimmed and attractive. MANAGER shall supply and maintain all equipment necessary for the proper maintenance of all grass, natural growth, trees and shrubbery.

B. MANAGER shall provide for all maintenance required to operate and provide a first class golf facility. This maintenance shall include those activities that are considered normal and customary for a GOLF COURSE of similar design including, but not limited to, fertilization, irrigation, weed control, insect and vermin control. Turf management to be provided by MANAGER includes, but is not limited to, general mowing, reseeding, over seeding, aeration and specialized mowing of greens.

C. MANAGER shall, at MANAGER'S sole expense, purchase all supplies and materials necessary to the proper maintenance and operation of the GOLF COURSE. Such supplies and materials may include, but are not limited to, fuel, oil, seed, landscaping plants, flowers, fertilizer, herbicide and other chemicals.

D. The MANAGER shall inform the City Manager or designee of any necessary maintenance to any building or fence at the GOLF COURSE. All buildings and fences shall be maintained by the CITY, at CITY'S sole cost and expense.

E. MANAGER, at the termination of this Agreement, shall relinquish the PREMISES in good condition, normal wear and tear excepted.

III. Promotional Programs

MANAGER shall provide for all promotional, marketing and public relations activities necessary to improve and enhance the public image and level of play at the GOLF COURSE. Expenses for said promotional, marketing and public relations activities shall be borne and paid entirely by MANAGER. MANAGER shall provide a marketing plan for review by the City

Manager or designee. MANAGER may discount green fees, cart rentals or other fees in order to increase overall revenues for the GOLF COURSE.

IV. Transition, Capital Improvements, Accounting and Reporting

A. City-Owned Equipment: MANAGER will assume operational responsibility for all CITY-owned equipment currently used in the maintenance of the GOLF COURSE. All such owned equipment shall be the property of the CITY. All insurance, maintenance, repair or necessary replacement will be at the MANAGER'S expense. Any replacement equipment will be owned by the MANAGER. Any CITY-owned equipment that is replaced will be disposed of through normal city processes.

B. Capital Improvements. MANAGER, in the performance of his duties, shall from time to time prepare recommendations for capital improvements and submit to the City Manager or designee for consideration. It is assumed that these improvements would improve the value of the GOLF COURSE and therefore would be paid by the CITY should they decide in favor of the suggested improvements.

C. Accounting Records and Reports.

- (1) During the term of this Agreement, MANAGER shall establish and maintain separate records and accounts, including a separate bank account, for the operation of this facility. Such records and accounts shall be subject to examination and audit by the CITY at any reasonable time. The form of such records and reports shall conform with generally accepted accounting practices and shall be subject to approval by the CITY Director of Finance.
- (2) MANAGER shall permit only those who have paid required green fees to play and receipts will be issued to each customer for said fees.
- (3) All green fees, cart fees, and other fees as may be required by the CITY, shall be developed and recommended by MANAGER and approved by the City Manager or designee. All fees, prices and rates shall be conspicuously posted at the GOLF COURSE.
- (4) MANAGER shall prepare a daily report showing the amounts, totals, and types of revenues collected, including number of players, green fees, types of green fees (i.e., week-day, week-end, Jr., Sr., TWI), number of golf carts rented, number of discounted rounds, and other daily items as required by the Director of Finance. Reports shall be submitted to the Director of Finances without demand or on a schedule as approved by the Director of Finance.
- (5) MANAGER shall also prepare monthly reports on revenues collected as may be required by the City Manager or designee, which shall segregate

green fees, cart rentals, restaurant, Pro shop, driving range, and golf lessons, or as otherwise may be requested by the City Manager or designee.

V. Financial Considerations

- A. In consideration of the Grant of Privileges contained herein, MANAGER agrees to pay a monthly GOLF COURSE license fee of four thousand one hundred and sixty-seven dollars (\$4,167.00) per month or MANAGER agrees to pay ten percent (10%) of gross revenues generated from green fees, cart rentals, food and beverage and other revenues of the GOLF COURSE, whichever amount is greater.
- B. MANAGER agrees to change and implement a twenty-five percent (25%) discounted green fee to residents of the City of Lancaster, Texas.
- C. Payment of fees to CITY shall be monthly on the 15th day of each month, unless otherwise specified and approved by the City Manager or designee.

VI. Structural Changes

A. MANAGER shall not make any structural alterations, repairs, or improvements to the GOLF COURSE premises or any building or structure thereon without the written consent of the City Manager or designee. Any such alterations made shall be done at the expense of the MANAGER and shall become the property of the CITY at the termination of this Agreement. The MANAGER shall make a written report to the City Manager or designee of any needed repairs, suggested alterations or improvements required.

VII. Utilities

- A. Electrical service for the entire operation of the GOLF COURSE including, Clubhouse, cart storage facility, cart recharging, maintenance facility and irrigation system, shall be paid for by the MANAGER.
- B. Natural gas service for Clubhouse shall be paid for by MANAGER.
- C. All telephone service, local and long distance, for all GOLF COURSE operations shall be paid for by the MANAGER.
- D. All water and refuse collection to include associated cost resulting from irrigation of course shall be paid for by the MANAGER.

VIII. Indemnification

A. MANAGER assumes all risks of loss or injury to MANAGER'S property or to the property or person of all its agents, employees, invitees, customers, or others arising from the MANAGER'S operations on CITY premises; and MANAGER shall, at his own cost and expense, defend and protect the CITY and indemnify and hold harmless the CITY from any and all claims,

demands, suits, judgments, costs or expenses (including attorney's fees and other cost of litigation) on account of any such loss or injury related to MANAGER operations. MANAGER further agrees to indemnify and hold the CITY harmless from any and all claims or losses which may result from any negligence or misconduct on the part of the MANAGER, his agents, employees or representative.

B. MANAGER agrees to name the CITY a co-insured party and supply the CITY with a duplicate copy of an insurance policy acceptable to the CITY providing public liability insurance in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) for each person, Five Hundred Thousand Dollars (\$500,000.00) for each single occurrence for bodily injury or death, and One Hundred Thousand Dollars (\$100,000.00) for each single occurrence for injury to or destruction of property arising out of MANAGER'S operations on CITY premises, whether the sole responsibility of MANAGER, his agents or employees, or the joint responsibility of the CITY, its agents or employees.

C. MANAGER shall be responsible to provide worker's compensation insurance coverage or a worker's accident insurance policy for all its employees.

D. CITY shall provide general liability, through its Risk Management Program, insurance coverage at the GOLF COURSE similar to other CITY facilities. Such coverage shall be for appropriate liability coverage for CITY property and vehicle liability.

IX. Termination

A. It is understood and agreed that either party may terminate this Agreement ninety (90) days after delivering to the other party, notice in writing, of its intention to terminate.

B. If the CITY elects to terminate for cause or convenience upon ninety (90) days notice, MANAGER agrees to either:

- (1) Continue payment of golf cart lease at MANAGER'S expense or assign to the successor manager; or
- (2) Arrange for a successor manager or other person to purchase any and all existing inventory and equipment at a price to be negotiated.
- (3) In no event shall the City be obligated or required to purchase or assume any obligation of the Manager.

X. Default

If the MANAGER defaults in the performance of any duties or obligations under this Agreement, or fails to pay the amounts which become due to the CITY hereunder, or if the MANAGER makes an assignment of assets or places assets in the possession of a receiver, then and in any such case, the CITY may, at its option, declare this Agreement null and void for cause and repossess the GOLF COURSE and AMENITIES. It is further agreed that one or more

instances of forbearance by the CITY in the exercise of its rights hereunder shall in no way constitute a waiver of said rights.

XI. Notice

Any and all payments, notices, demands, or other communication shall be in writing and shall be deemed given when hand delivered or sent Registered or Certified Mail, Postage Prepaid, in the United States Mail, addressed as set forth below, or to such other address as either of the parties shall advise the other in writing.

If intended for **CITY**:

City Manager
City of Lancaster
P.O. Box 940
Lancaster, Texas 75146-0940

If intended for **MANAGER**:

Mr. David Royar
Manager
Lancaster Country View Golf Course
240 West Beltline Road
Lancaster, Texas 75146

XII. Amendments

This Agreement may only be amended by mutual written agreement amending the same and being executed by both parties.

XIII. Miscellaneous Provisions

A. Laws and Regulations. MANAGER shall abide by all local, state and federal laws and regulations in operating the entire Golf facility and shall abide by all CITY regulations and policies as directed by the City Manager or designee.

B. Transfer in the Event of Death. In case of death of the MANAGER, this Agreement shall terminate. In such event, CITY shall make arrangements for the temporary management of the GOLF COURSE and AMENITIES to a replacement MANAGER and CITY shall also make arrangements for payment to MANAGER'S estate of MANAGER'S equity in inventory and/or equipment as may be appropriate.

C. Private Club License. MANAGER must be capable of obtaining, at his sole cost and expense, a private club license under the appropriate provisions of TABC rules, for the purpose of serving alcoholic beverages in a private club.

D. Attorney's Fees. In the event legal action is undertaken by the CITY to collect rentals due or to collect damages for breach of this Agreement by the MANAGER, the CITY shall be entitled to reasonable attorney's fees which shall be deemed to be not less than ten percent (10%) of any amount recovered in such action.

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

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

G. Assignment. This Agreement shall not be assigned by MANAGER, nor shall MANAGER permit any other person, firm, or corporation to conduct any part of the GOLF COURSE operations without the prior written approval of the City Council of the CITY of Lancaster.

H. Disposition of MANAGER'S Property. Upon termination of this Agreement by expiration or for cause, the CITY will not be liable in any way for costs or expenses associated with MANAGER'S inventory, equipment or other property. MANAGER assumes full responsibility for the sale or other disposition of any such property, and CITY has no obligation whatsoever to MANAGER in connection therewith. For the purposes of this Agreement, the death of the MANAGER during the term of this Agreement shall not be treated as a termination by expiration or for cause, and the MANAGER'S inventory, equipment and other property shall be disposed of pursuant to the provisions of this Agreement.

I. Severability. Should any section, paragraph, sentence, clause or phrase hereof be held or determined to be invalid or unconstitutional for any reason, such holding shall not affect the validity of the remaining portions hereof which are declared to be severable.

EXECUTED on this ____ day of _____, 2013.

MANAGER:

DAVID ROYAR GOLF SHOP, INC.

By: _____
David Royar
Lancaster Country View Golf Course
240 W. Belt Line Road
Lancaster, Texas 75146

DAVID ROYAR, INDIVIDUALLY

By: _____
David Royar

CITY:

CITY OF LANCASTER, TEXAS

By: _____
Opal Mauldin-Robertson, City Manager
City of Lancaster
P. O. Box 940
211 North Henry Street
Lancaster, Texas 75146-0946

APPROVED AS TO FORM:

Robert E. Hager, City Attorney
(REH/mpm 11/13/13)

LANCASTER CITY COUNCIL

Agenda Communication

November 18, 2013

Item 4

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

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

Goal: Sound Infrastructure

Background

The City owns and leases five rows of T-hangars (buildings 660-700) of three different sizes based off aircraft wingspan. There are 92 units that the City rents for aircraft storage with end cap commercial spaces on the east end of each hangar row. The City T-hangars are near full occupancy most of the time. This agenda item brings forward a non-commercial lease agreement for T-hanger 680-101 (956 sqft) and T-spots 57 and 58 for a tenant, ATP Rated, LLC owner: Mr. Anthony Budreau.

Considerations

- **Operational** - The City T-hangar non-commercial lease is used for private aircraft owners.
- **Legal** - The lease agreement was reviewed and approved by the City Attorney.
- **Financial** - Lease rates vary based on size of the hangar. All rates were approved in the City's Master Fee Schedule. The monthly rate for this small size Community T-hangar is \$180.00 per month. The monthly rate for T-spot tie down is \$30 per month. Total rent due per month will be \$240.
- **Public Information** - This item is being considered at a meeting of the City Council posted in accordance with the Texas Open Meetings Act.

Options/Alternatives

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

Recommendation

Staff recommends approval of the resolution.

Attachments

- Resolution
 - Exhibit “A” Lease Agreement
-

Submitted by:
Mark Divita, Airport Manager

RESOLUTION NO. 2013-0X-XX

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

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

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

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

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

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

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

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 18th day of November 2013.

ATTEST:

APPROVED:

Dolle K. Downe, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



LANCASTER Regional AIRPORT

Agreement for Lease of T-Hangar for Storage of Aircraft

Non-Commercial Tenants

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

I.

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

1. **Premises:** Hangar Row and Suite **680-101**, T-Spot 57 & 58 located at the Airport, and consisting of approximately 956 square feet ("Leased Premises").
2. **Uses:** The leased premises shall be used and occupied only for the storing of aircraft owned, leased, and/or legally operated by LESSEE and related equipment. The leased premises shall be used and occupied only for the personal, business, and/or private use of the LESSEE. LESSEE shall provide LESSOR with a copy of the FAA Certificate of Aircraft Registration for the aircraft to be stored under this agreement. If the registration is not in the name of LESSEE, a copy of a valid lease or other documentation showing a possessory interest in the aircraft shall be provided. LESSEE shall not store non-aviation items such as house hold goods in leased premises. LESSEE shall not use the leased premises for any on going business or commercial operations warehousing goods or services for sale to third parties.
3. **Term:** The term of this lease will be from month to month, beginning the _____ day of _____, 20____. Either party may cancel and terminate this agreement by serving thirty (30) days written notice of its election to do so.
4. **Rent:** LESSEE shall pay LESSOR as rent **\$240.00** per month, due and payable in advance on the first day of each month.

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

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

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

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

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

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

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

II.

STANDARD TERMS AND PROVISIONS

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

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

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

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

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

made.

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

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

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

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

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

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

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

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

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

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

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

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

- a. LESSEE shall fail to pay any installment of rent, and such failure shall continue for a period of ten (10) days following the due date of said installment.
- b. LESSEE shall fail to comply with any term, provision or covenant of this Lease Agreement, other than the payment of rent, and shall not cure such failure within twenty (20) days after written notice thereof to LESSEE.
- c. LESSEE shall fail to provide lock combination or key to lock on assigned hangar to airport administration.
- d. LESSEE shall fail to provide accurate and correct contact information as set forth in paragraph 18 – "Notices".

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LESSEE: ATP Rated, LLC c/o: Anthony Budreau

3824 Cedar Springs Rd.

Dallas, TX 75201

305-528-8257

atriplepmulti@yahoo.com

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

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

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

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

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

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

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

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

CITY OF LANCASTER, LESSOR

LESSEE:

By: _____
Opal Mauldin Robertson,
City Manager

ATTEST:

Dolle K. Downe, City Secretary

LANCASTER CITY COUNCIL

Agenda Communication

November 18, 2013

Item 5

Consider a resolution authorizing Dallas County to resell 3136 Sherwood Avenue, a tax foreclosed property, by public or private sale, to the highest qualified purchaser, as provided by Section 34.05 of the Texas Property Tax Code

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

Goal: Financially Sound City Government

Background

Following a judgment of the District Court of Dallas County, parcels of land were offered for sale at public auction for foreclosure of the tax liens, securing payment of delinquent property taxes, accrued penalty and interest, and court costs. One of these parcels, 3136 Sherwood Avenue, is in the City of Lancaster. This parcel did not receive sufficient bid as set by law and was struck off to Dallas County in October of 2013.

Dallas County is preparing for the resale of 3136 Sherwood Avenue, a tax foreclosed property, which is now in the ownership of the taxing authorities. Pursuant to Section 34.05(a) of the Tax Code, Dallas County is requesting the City of Lancaster's consent to sell said property to the highest qualified purchaser, by either public or private sale.

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

Considerations

- **Operational** – As trustee for the City of Lancaster, Dallas County coordinates the public or private sale of the tax foreclosed property.
- **Legal** – The attached resolution was prepared by Dallas County and has been reviewed and approved as to form.
- **Financial** – The current judgment/strike off amount for the property at 3136 Sherwood Drive was \$13,600. Following the sale of the property, the City will receive a proportionate share of the back taxes. The property will be placed back on the tax rolls and we will begin to receive tax revenue. At this time, the City is receiving no tax revenue from this parcel.

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

Options/Alternatives

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

Recommendation

Staff recommends approval of the resolution as presented.

Attachments

- Resolution
 - PropertyMap
 - Exhibit A
-

Submitted by:

Opal Mauldin Robertson, City Manager

RESOLUTION NO. 2013-

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

WHEREAS, this matter was briefed to the Lancaster City Council ("City Council") on November 18, 2013 wherein the City Council agreed to use this form of Resolution to provide the County of Dallas consent to sell specific properties to the highest qualified purchaser by public or private sale; and

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

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

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

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

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

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

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

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 18th day of November, 2013.

ATTEST:

APPROVED:

DOLLE K. DOWNE, CITY SECRETARY

MARCUS E. KNIGHT, MAYOR

APPROVED AS TO FORM:

ROBERT E. HAGER, CITY ATTORNEY

EXHIBIT "A"

TAX FORECLOSURE PROPERTY STRUCK OFF TO THE COUNTY OF DALLAS AS TRUSTEE FOR CITY OF LANCASTER AND LANCASTER I.S.D.

STREET ADDRESS	TAX ACCOUNT #	JUDGMENT CAUSE #	IMPROVED / UNIMP.	LAND SIZE	JUDGMENT/ STRIKE OFF AMOUNT	MARKET VALUE SPECIFIED IN JUDGMENT	2013 DCAD VALUE	TAX YEARS INCLUDED IN JUDGMENT (COUNTY/CITY/ SCHOOL)	DATE OF SHERIFF'S SALE
3136 Sherwood Avenue, Lancaster, Texas	6001500050070000	TX-11-31602	U	27,200 Square Feet	\$13,600	\$13,600	\$13,600	Dallas County.: 1998-2011 City of Lancaster: 1998-2011 Lancaster I.S.D.: 1998-2011	10/1/2013



0 62.5 125 250 Feet

3136 SHERWOOD 128 E

LANCASTER CITY COUNCIL

Agenda Communication

November 18, 2013

Item 6

Consider an ordinance amending the 2002 Comprehensive Plan and future Land Use Map of the City of Lancaster, Texas, as heretofore amended, by amending the land use designations of approximately 44.08 acres of property described as Lots 1, 2 and 3, Block A, Ridge Logistics Center of Smith Elkins Survey, Abstract 430, Page 325, City of Lancaster, Dallas County, Texas, located at the northeast corner of Telephone Road and North Dallas Avenue from Retail (R) to Light Industrial (LI); amending the Comprehensive Zoning Ordinance and Map of the City of Lancaster, Texas, as heretofore amended, by granting a change in zoning on approximately 11.08 acres of the property from Light Industrial (LI) to Planned Development - Neighborhood Services (PD-NS) including tracts 3, 5 and 8; and by granting a change in zoning on another 11.08 acre portion of the property from Neighborhood Services (NS) to Planned Development - Light Industrial (PD-LI) including tract 9; requiring the property to be replatted within 180 days of the effective date of this ordinance; providing for development regulations; providing for a concept plan; providing for required sign renderings; and providing a penalty of fine not to exceed the sum of two thousand dollars (\$2,000) for each offense.

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

Goal: Quality Development

Background

At the October 28, 2013 regular meeting Council conducted a public hearing regarding the zoning change application. Certain land uses were requested by City Council to be prohibited and/or remain under this Planned Development (PD) zoning was discussed.

Council conducted and closed the public hearing, approved the zoning change request and directed the City Attorney and Staff to coordinate with the applicant. Council postponed consideration of the Ordinance until November 18, 2013.

Case History:

Date	Body	Action
06/05/07	P&Z	Z07-17 Comprehensive Plan amendment and Zoning Change request recommended approval w/R at northeast corner of Telephone Road and Dallas Avenue.
06/25/07	CC	Z07-17 Approved with stipulations
02/16/10	P&Z	Z10-05 Land swap and rezoning request recommended for approval
03/08/10	CC	Z10-05 Land swap and rezoning request tables until March 22, 2010
04/12/10		Z10-05 Applicant withdrew application until a later date
05/24/10	CC	Z10-05 Land swap request denied, no action taken on companion items
02/11/13	CC	Denied - Waiving requirement for connection to Lancaster water and wastewater system and resolution for ongoing maintenance of median on rights-of-way.
09/03/13	P&Z	PS 13-08 Lots 1, 2, 3, Block A, Ridge Logistics Center Final Plat approved.
09/24/13	P&Z	Z13-03 Comprehensive Plan amendment and Zoning Change request tabled until October 1, 2013. The public hearing was conducted and closed at this meeting.
10/01/13	P&Z	Z13-03 Comprehensive Plan amendment and Zoning Change request recommended approval with certain land use stipulations.
10/28/13	CC	Z13-03 Comprehensive Plan amendment and Zoning Change request – conducted and closed Public Hearing, approved the zoning change request and directed Staff and the City Attorney to bring the Ordinance back for Council consideration.

Considerations

- **Operational** – At the October 28, 2013 meeting Council conducted and closed the public hearing, approved the zoning change request and directed staff and the City Attorney to bring back the ordinance with specific uses omitted and/or included.
- **Legal** – The Planned Development Ordinance for this application was prepared by the City Attorney's Office.
- **Financial** – There is no financial impact associated with this application.
- **Public Information** – This ordinance is being considered at a meeting posted in accordance with the Texas Open Meetings Act.

Options/Alternatives

- 1) Approval of the ordinance as presented
- 2) Recommend changes to the ordinance
- 3) Table consideration of the ordinance to a date certain

Recommendation

Staff recommends approval of the ordinance as presented.

Attachments

- PD Ordinance
-

Submitted by:

Rona Stringfellow, Managing Director of Public Works and Development Services
Surupa Sen, Senior Planner

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, AMENDING THE 2002 COMPREHENSIVE PLAN AND FUTURE LAND USE MAP OF THE CITY OF LANCASTER, TEXAS, AS HERETOFORE AMENDED, BY AMENDING THE LAND USE DESIGNATIONS OF APPROXIMATELY 44.08 ACRES OF PROPERTY DESCRIBED AS LOTS 1, 2, AND 3, BLOCK A, RIDGE LOGISTICS CENTER OF SMITH ELKINS SURVEY, ABSTRACT NO. 430, PAGE 325, CITY OF LANCASTER, DALLAS COUNTY, TEXAS, LOCATED AT THE NORTHEAST CORNER OF TELEPHONE ROAD AND NORTH DALLAS AVENUE, IN THE CITY OF LANCASTER, DALLAS COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT A (THE "PROPERTY"), WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN, FROM RETAIL TO LIGHT INDUSTRIAL; AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF LANCASTER, TEXAS, AS HERETOFORE AMENDED, BY GRANTING A CHANGE IN ZONING ON APPROXIMATELY 11.08 ACRES OF THE PROPERTY FROM LIGHT INDUSTRIAL (LI) TO PLANNED DEVELOPMENT- NEIGHBORHOOD SERVICES (PD-NS), INCLUDING TRACTS 3, 5 AND 8 LISTED IN EXHIBIT A; AND BY GRANTING A CHANGE IN ZONING ON ANOTHER 11.08 ACRE PORTION OF THE PROPERTY FROM NEIGHBORHOOD SERVICES (NS) TO PLANNED DEVELOPMENT- LIGHT INDUSTRIAL (PD-LI), INCLUDING TRACT 9 LISTED IN EXHIBIT A, AS DEPICTED IN THE FUTURE LAND USE PLAN ATTACHED AS EXHIBIT B; REQUIRING THE PROPERTY TO BE REPLATTED WITHIN 180 DAYS OF THE EFFECTIVE DATE OF THIS ORDINANCE; PROVIDING FOR DEVELOPMENT REGULATIONS, BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT C, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR A CONCEPT PLAN, BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT D, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR REQUIRED SIGN RENDERINGS, BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT E, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

TM 63557

WHEREAS, the City Planning and Zoning Commission and the governing body of the City of Lancaster, Texas, in compliance with the laws of the State of Texas and pursuant to the Comprehensive Zoning Ordinance of the City of Lancaster, Texas, have given requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, and to all persons interested and situated in the affected area and in the vicinity thereof, the said governing body is of the opinion that the land use change to the 2002 Comprehensive Plan and Land Use Map and the zoning change to the Comprehensive Zoning Ordinance and Map should be approved, and in the exercise of legislative discretion have concluded that the Comprehensive Plan, Land Use Map, Comprehensive Zoning Ordinance and Map should be amended.

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

SECTION 1. That the 2002 Comprehensive Land Use Plan and map thereof of the City of Lancaster, Texas shall be hereby amended by amending the land use designations on approximately 44.08 acres of property described as Lots 1, 2 and 3, Block A, Ridge Logistics Center of Smith Elkins Survey, Abstract No. 430, Page 325, City of Lancaster, Dallas County, Texas, located in the Northeast corner of Telephone Road and North Dallas Avenue, in the City of Lancaster, Dallas County, Texas, as more specifically described in the legal description attached hereto and incorporated herein as Exhibit "A" (the "Property") from retail to light industrial. The Future Land Use Map of the City of Lancaster, Texas shall also be hereby amended to reflect the change in land use designation on the Property as stated herein), as depicted in the Future Land Use Plan attached hereto and incorporated herein as Exhibit B.

SECTION 2. That the Comprehensive Zoning Ordinance and Map of the City of Lancaster, Texas, duly passed by the governing body of the City of Lancaster, Texas, as heretofore amended, be and the same is hereby amended by granting a change in zoning on approximately 11.08 acres of the Property from Light Industrial (LI) to Planned Development- Neighborhood Services (PD-NS), including Tracts 3, 5 and 8 listed in the legal descriptions in Exhibit A; and a change in zoning on another 11.08 acres of the Property from Neighborhood Services (NS) to Planned Development- Light Industrial (PD-LI), including Tract 9 listed in the legal descriptions attached in Exhibit A, as depicted in the Future Land Use Map attached as Exhibit B.

SECTION 3. That the entire Property shall be replatted within one hundred and eighty (180) days of the effective date of this Ordinance.

SECTION 4. That the Property shall be developed and used in compliance with the Development Regulations, attached hereto and incorporated herein as Exhibit C; the Concept Plan, attached hereto and incorporated herein as Exhibit D; and the Sign Renderings, attached hereto and incorporated herein as Exhibit E.

SECTION 5. That the Property shall be permitted to be used for any use listed in the Development Regulations in the LI District as property designated for Light Industrial use and in the NS District for neighborhood services, as provided in the Comprehensive Zoning District, except in those uses which are prohibited and set forth, in full, in Exhibit C.

SECTION 6. That the Property owner shall comply with all City and local subdivision regulations, zoning regulations, ordinances, development codes, fire code and building codes, and the structure shall be constructed in accordance with a site plan, to be presented to and approved by the City prior to commencement of construction.

SECTION 7. That the 2002 Comprehensive Plan, Future Land Use Map, and Comprehensive Zoning Ordinance of the City of Lancaster, Texas, as amended, shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 8. 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 not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 9. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be unconstitutional, illegal or invalid, and shall not affect the validity of the Comprehensive Plan, the Future Land Use Map, or the Comprehensive Zoning Ordinance as a whole.

SECTION 10. An offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Comprehensive Plan, the Future Land Use Map, and the Comprehensive Zoning Ordinance, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 11. That any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Lancaster, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 12. That this ordinance shall take effect immediately from and after its passage and the publication of its caption, as the law and charter in such cases provide.

DULY PASSED AND APPROVED by the City Council of the City of Lancaster,
Texas, on the 18th day of November 2013.

APPROVED:

MARCUS E. KNIGHT, MAYOR

ATTEST:

DOLLE K. DOWNE, CITY SECRETARY

APPROVED AS TO FORM:

ROBERT E. HAGER, CITY ATTORNEY
(REH/JPD)

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

LEGAL DESCRIPTION

TRACT 1

ALTAMOORE DRIVE ROW DEDICATION

0.69 ACRE

BEING a tract of land out of the Smith Elkins Survey, Abstract No. 430 in the City of Lancaster, Dallas County, Texas, being part of the 127.63 acre tract of land described in deed to Ridge South Dallas I, LLC recorded in Instrument No. 20070397850, Official Public Records of Dallas County, Texas and being more particularly described as follows:

BEGINNING at a point in the northeast right-of-way line of Dallas Avenue (120' ROW) for the northwest corner of said 127.63 acre tract;

THENCE with the north line of said 127.63 acre tract, North 60°57'45" East, a distance of 500.54 feet to a point for corner;

THENCE leaving said north line, the following courses and distances to wit:

South 26°21'58" East, a distance of 60.07 feet to a point for corner;

South 60°57'45" West, a distance of 500.54 feet to a point for corner in the northeast right-of-way line of said Dallas Avenue;

THENCE with said northeast right-of-way line, North 26°21'58" West, a distance of 60.07 feet to the **POINT OF BEGINNING** and containing 0.69 acre of land.

LEGAL DESCRIPTION

TRACT 2

15.00 ACRES

BEING a tract of land out of the Smith Elkins Survey, Abstract No. 430 in the City of Lancaster, Dallas County, Texas, being part of the 127.63 acre tract of land described in deed to Ridge South Dallas I, LLC recorded in Instrument No. 20070397850, Official Public Records of Dallas County, Texas and being more particularly described as follows:

BEGINNING at a point in the northeast right-of-way line of Dallas Avenue (120' ROW) from which the northwest corner of said 127.63 acre tract bears North 26°21'58" West, a distance of 60.07 feet;

THENCE leaving said northeast right-of-way line, the following courses and distances to wit:

North 60°57'45" East, a distance of 500.54 feet to a point for corner;

South 26°21'58" East, a distance of 1129.86 feet to a point for the beginning of a tangent curve to the right with a radius of 4380.23 feet, a central angle of 6°04'00", and a chord bearing and distance of South 23°19'58" East, 463.57 feet;

Southeasterly, with said curve, an arc distance of 463.79 feet to a point for corner;

South 20°17'59" East, a distance of 333.95 feet to a point for the beginning of a non-tangent curve to the right having a radius of 570.00 feet, a central angle of 4°38'30", a chord bearing and distance of South 69°37'45" West, 46.16 feet;

Southwesterly, with said curve, an arc distance 46.18 feet to a point for corner;

South 71°57'00" West, a distance of 61.60 feet to a point for corner;

North 29°01'30" West, a distance of 903.42 feet to a point for corner;

South 61°06'48" West, a distance of 291.69 feet to a point for corner in the northeast right-of-way line of said Dallas Avenue;

THENCE with said northeast right-of-way line, North 26°21'58" West, a distance of 998.18 feet to the **POINT OF BEGINNING** and containing 15.00 acres of land.

LEGAL DESCRIPTION

TRACT 3

6.52 ACRES

BEING a tract of land out of the Smith Elkins Survey, Abstract No. 430 in the City of Lancaster, Dallas County, Texas, being part of the 127.63 acre tract of land described in deed to Ridge South Dallas I, LLC recorded in Instrument No. 20070397850, Official Public Records of Dallas County, Texas and being more particularly described as follows:

BEGINNING at a point in the northeast right-of-way line of Dallas Avenue (120' ROW) from which the northwest corner of said 127.63 acre tract bears North 26°21'58" West, a distance of 1058.25 feet;

THENCE leaving said northeast right-of-way line, the following courses and distances to wit:

North 61°06'48" East, a distance of 291.69 feet to a point for corner;

South 29°01'30" East, a distance of 903.42 feet to a point for corner;

South 71°57'00" West, a distance of 101.81 feet to a point for the beginning of a non-tangent curve to the right having a radius of 120.00 feet, a central angle of 18°22'04", a chord bearing and distance of South 80°57'43" West, 38.30 feet;

Southwesterly, with said curve, an arc distance 38.47 feet to a point for the beginning of a reverse curve to the left with a radius of 120.00 feet, a central angle of 18°22'04", and a chord bearing and distance of South 80°57'43" West, 38.30 feet;

Southwesterly, with said curve, an arc distance of 38.47 feet to a point for corner;

South 71°57'00" West, a distance of 205.59 feet to a point for corner;

North 64°10'29" West, a distance of 14.42 feet to a point for corner in the northeast right-of-way line of said Dallas Avenue;

THENCE with said northeast right-of-way line, the following courses and distances to wit:

North 20°17'59" West, a distance of 294.17 feet to a point for the beginning of a tangent curve to the left with a radius of 3880.24 feet, a central angle of 6°04'00", and a chord bearing and distance of North 23°19'58" West, 410.66 feet;

Northwesterly, with said curve, an arc distance of 410.85 feet to a point for corner;

North 26°21'58" West, a distance of 108.35 feet to the **POINT OF BEGINNING** and containing 6.52 acres of land.

LEGAL DESCRIPTION

TRACT 4

BALMORHEA DRIVE ROW DEDICATION

0.92 ACRE

BEING a tract of land out of the Smith Elkins Survey, Abstract No. 430 in the City of Lancaster, Dallas County, Texas, being part of the 127.63 acre tract of land described in deed to Ridge South Dallas I, LLC recorded in Instrument No. 20070397850, Official Public Records of Dallas County, Texas and being more particularly described as follows:

BEGINNING at a point in the northeast right-of-way line of Dallas Avenue (120' ROW) from which the southwest corner of a 68.51 acre tract of land described in deed to Ridge South Dallas I, LLC recorded in Instrument No. 20070397851, Official Public Records of Dallas County, Texas bears South 20°17'59" West, a distance of 1497.97 feet;

THENCE with said northeast right-of-way line, North 20°17'59" West, a distance of 468.59 feet to a point for corner;

THENCE leaving said northeast right-of-way line, the following courses and distances to wit:

South 64°10'29" East, a distance of 14.42 feet to a point for corner;

North 71°57'00" East, a distance of 205.59 feet to a point for the beginning of a non-tangent curve to the right having a radius of 120.00 feet, a central angle of 18°22'04", a chord bearing and distance of North 80°57'43" East, 38.30 feet;
 Northeasterly, with said curve, an arc distance 38.47 feet to a point for the beginning of a reverse curve to the left with a radius of 120.00 feet, a central angle of 18°22'04", and a chord bearing and distance of North 80°57'43" East, 38.30 feet;
 Northeasterly, with said curve, an arc distance of 38.47 feet to a point for corner;
 North 71°57'00" East, a distance of 163.41 feet to a point for the beginning of a tangent curve to the left with a radius of 570.00 feet, a central angle of 4°38'30", and a chord bearing and distance of North 69°37'45" East, 46.16 feet;
 Northeasterly, with said curve, an arc distance of 46.18 feet to a point for corner;
 South 20°17'59" East, a distance of 61.61 feet to a point for the beginning of a non-tangent curve to the right having a radius of 254.00 feet, a central angle of 2°47'38", a chord bearing and distance of South 70°33'11" West, 12.38 feet;
 Southwesterly, with said curve, an arc distance 12.39 feet to a point for corner;
 South 71°57'00" West, a distance of 198.66 feet to a point for the beginning of a non-tangent curve to the left having a radius of 113.17 feet, a central angle of 19°56'53", a chord bearing and distance of South 63°08'46" West, 39.20 feet;
 Southwesterly, with said curve, an arc distance 39.40 feet to a point for the beginning of a non-tangent curve to the right having a radius of 120.00 feet, a central angle of 18°01'25", a chord bearing and distance of South 62°45'58" West, 37.59 feet;
 Southwesterly, with said curve, an arc distance 37.75 feet to a point for corner;
 South 71°57'00" West, a distance of 192.43 feet to a point for corner;
 South 25°49'31" West, a distance of 13.26 feet to a point for corner;
 South 20°17'59" East, a distance of 291.48 feet to a point for corner;
 South 11°44'10" East, a distance of 73.87 feet to the **POINT OF BEGINNING** and containing 0.92 acres of land.

LEGAL DESCRIPTION

TRACT 5

1.75 ACRES

BEING a tract of land out of the Smith Elkins Survey, Abstract No. 430 in the City of Lancaster, Dallas County, Texas, being part of the 127.63 acre tract of land described in deed to Ridge South Dallas I, LLC recorded in Instrument No. 20070397850, Official Public Records of Dallas County, Texas and being more particularly described as follows:

COMMENCING at a point in the northeast right-of-way line of Dallas Avenue (120' ROW) for the southwest corner of a 68.51 acre tract of land described in deed to Ridge South Dallas I, LLC recorded in Instrument No. 20070397851, Official Public Records of Dallas County, Texas;

THENCE with said northeast right-of-way line, North 20°17'59" West, a distance of 1497.97 feet to a point for corner;

THENCE leaving said northeast right-of-way line, the following courses and distances to wit:

North 11°44'10" West, a distance of 73.87 feet to a point for corner;

North 20°17'59" West, a distance of 14.51 feet to the **POINT OF BEGINNING**;

THENCE following courses and distances to wit:

North 20°17'59" West, a distance of 276.97 feet to a point for corner;

North 25°49'31" East, a distance of 13.26 feet to a point for corner;

North 71°57'00" East, a distance of 192.43 feet to a point for the beginning of a non-tangent curve to the left having a radius of 120.00 feet, a central angle of 18°01'25", a chord bearing and distance of North 62°45'58" East, 37.59 feet;

Northeasterly, with said curve, an arc distance 37.75 feet to a point for the beginning of a non-tangent reverse curve to the right having a radius of 113.17 feet, a central angle of 19°56'53", a chord bearing and distance of North 63°08'46" East, 39.20 feet;
Northeasterly, with said curve, an arc distance 39.40 feet to a point for corner;
North 71°57'00" East, a distance of 112.65 feet to a point for corner;
South 29°02'53" East, a distance of 119.83 feet to a point for corner;
South 60°59'24" West, a distance of 152.79 feet to a point for corner;
South 44°51'54" West, a distance of 128.71 feet to a point for corner;
South 08°37'32" East, a distance of 69.55 feet to a point for corner;
South 60°59'24" West, a distance of 128.47 feet to the **POINT OF BEGINNING** and containing 1.75 acres of land.

LEGAL DESCRIPTION

TRACT 6

1.40 ACRE

BEING a tract of land out of the Smith Elkins Survey, Abstract No. 430 in the City of Lancaster, Dallas County, Texas, being part of the 127.63 acre tract of land described in deed to Ridge South Dallas I, LLC recorded in Instrument No. 20070397850, Official Public Records of Dallas County, Texas and being more particularly described as follows:

BEGINNING at a point in the northeast right-of-way line of Dallas Avenue (120' ROW) for southwest corner of 68.51 acre tract of land described in deed to Ridge South Dallas I, LLC recorded in Instrument No. 20070397851, Official Public Records of Dallas County, Texas bears South 20°17'59" East, a distance of 1471.42 feet;

THENCE with said northeast right-of-way line, North 20°17'59" West, a distance of 26.55 feet to a point for corner;

THENCE leaving said northeast right-of-way line, the following courses and distances to wit:

North 11°44'10" West, a distance of 73.87 feet to a point for corner;
North 20°17'59" West, a distance of 14.51 feet to a point for corner;
North 60°59'24" East, a distance of 128.47 feet to a point for corner;
North 08°37'32" West, a distance of 69.55 feet to a point for corner;
North 44°51'54" East, a distance of 128.71 feet to a point for corner;
North 60°59'24" East, a distance of 152.79 feet to a point for corner;
South 29°02'53" East, a distance of 9.78 feet to a point for corner;
South 28°57'11" East, a distance of 129.77 feet to a point for corner;
South 60°59'24" West, a distance of 191.12 feet to a point for corner;
South 08°10'50" East, a distance of 77.59 feet to a point for corner;
South 60°59'24" West, a distance of 238.46 feet to the **POINT OF BEGINNING** and containing 1.40 acres of land.

LEGAL DESCRIPTION

TRACT 7
0.72 ACRE

BEING a tract of land out of the Smith Elkins Survey, Abstract No. 430 in the City of Lancaster, Dallas County, Texas, being part of the 127.63 acre tract of land described in deed to Ridge South Dallas I, LLC recorded in Instrument No. 20070397850, Official Public Records of Dallas County, Texas and being more particularly described as follows:

COMMENCING at a point in the northeast right-of-way line of Dallas Avenue (120' ROW) for southwest corner of 68.51 acre tract of land described in deed to Ridge South Dallas I, LLC recorded in Instrument No. 20070397851, Official Public Records of Dallas County, Texas;

THENCE with the south line of said 68.51 acre tract, North 61°26'32" East, a distance of 505.52 feet to a point for corner;

THENCE leaving the south line of said 68.51 acre tract, North 20°18'49" West, a distance of 1157.17 feet to the **POINT OF BEGINNING**;

THENCE the following courses and distances to wit:

North 29°02'53" West, a distance of 646.48 feet to a point for corner;

North 71°57'00" East, a distance of 86.01 feet to a point for the beginning of a tangent curve to the left with a radius of 254.00 feet, a central angle of 2°47'38", and a chord bearing and distance of North 70°33'11" East, 12.38 feet;

Northeasterly, with said curve, an arc distance of 12.39 feet to a point for corner;

South 20°17'59" East, a distance of 635.39 feet to the **POINT OF BEGINNING** and containing 0.72 acres of land.

LEGAL DESCRIPTION

TRACT 8
3.88 ACRES

BEING a tract of land out of the Smith Elkins Survey, Abstract No. 430 in the City of Lancaster, Dallas County, Texas, being part of the 127.63 acre tract of land described in deed to Ridge South Dallas I, LLC recorded in Instrument No. 20070397850, Official Public Records of Dallas County, Texas and being more particularly described as follows:

BEGINNING at a point in the northeast right-of-way line of Dallas Avenue (120' ROW) for southwest corner of 68.51 acre tract of land described in deed to Ridge South Dallas I, LLC recorded in Instrument No. 20070397851, Official Public Records of Dallas County, Texas bears South 20°17'59" East, a distance of 1148.30 feet;

THENCE with said northeast right-of-way line, North 20°17'59" West, a distance of 323.36 feet to a point for corner;

THENCE leaving said northeast right-of-way line, the following courses and distances to wit:

North 60°59'24" East, a distance of 238.46 feet to a point for corner;

North 08°10'50" West, a distance of 77.59 feet to a point for corner;

North 60°59'24" East, a distance of 191.33 feet to a point for corner;

South 29°02'53" East, a distance of 387.09 feet to a point for corner;

South 20°17'59" East, a distance of 5.11 feet to a point for corner;

South 60°59'24" West, a distance of 505.83 feet to the **POINT OF BEGINNING** and containing 3.88 acres of land.

LEGAL DESCRIPTION
TRACT 9
12.86 ACRES

BEING a tract of land out of the Smith Elkins Survey, Abstract No. 430 in the City of Lancaster, Dallas County, Texas, being part of the 127.63 acre tract of land described in deed to Ridge South Dallas I, LLC recorded in Instrument No. 20070397850, Official Public Records of Dallas County, Texas and being more particularly described as follows:

BEGINNING at a point in the northeast right-of-way line of Dallas Avenue (120' ROW) for southwest corner of 68.51 acre tract of land described in deed to Ridge South Dallas I, LLC recorded in Instrument No. 20070397851, Official Public Records of Dallas County, Texas bears South 20°17'59" East, a distance of 30.31 feet;

THENCE with said northeast right-of-way line, North 20°17'59" West, a distance of 1117.75 feet to a point for corner;

THENCE leaving said northeast right-of-way line, the following courses and distances to wit:

North 60°59'24" East, a distance of 505.83 feet to a point for corner;

South 20°17'59" East, a distance of 511.71 feet to a point for corner;

South 20°19'29" East, a distance of 610.04 feet to a point for corner;

South 61°26'32" West, a distance of 505.51 feet to the **POINT OF BEGINNING** and containing 12.86 acres of land.

LEGAL DESCRIPTION
TRACT 10
0.35 ACRE

BEING a tract of land out of the Smith Elkins Survey, Abstract No. 430 in the City of Lancaster, Dallas County, Texas, being part of the 127.63 acre tract of land described in deed to Ridge South Dallas I, LLC recorded in Instrument No. 20070397850, Official Public Records of Dallas County, Texas being part of a 68.51 acre tract of land described in deed to Ridge South Dallas I, LLC recorded in Instrument No. 20070397851, Official Public Records of Dallas County, Texas and being more particularly described as follows:

BEGINNING at a point in the northeast right-of-way line of Dallas Avenue (120' ROW) for southwest corner of said 68.51 acre tract;

THENCE with said northeast right-of-way line, North 20°17'59" West, a distance of 30.31 feet to a point for corner;

THENCE leaving said northeast right-of-way line, the following courses and distances to wit:

North 61°26'32" East, a distance of 505.51 feet to a point for corner;

South 20°19'29" East, a distance of 30.31 feet to a point for corner in the south line of said 68.51 acre tract;

THENCE with said south line, South 61°26'32" West, a distance of 505.52 feet to the **POINT OF BEGINNING** and containing 0.35 acres of land.

EXHIBIT B
FUTURE LAND USE PLAN

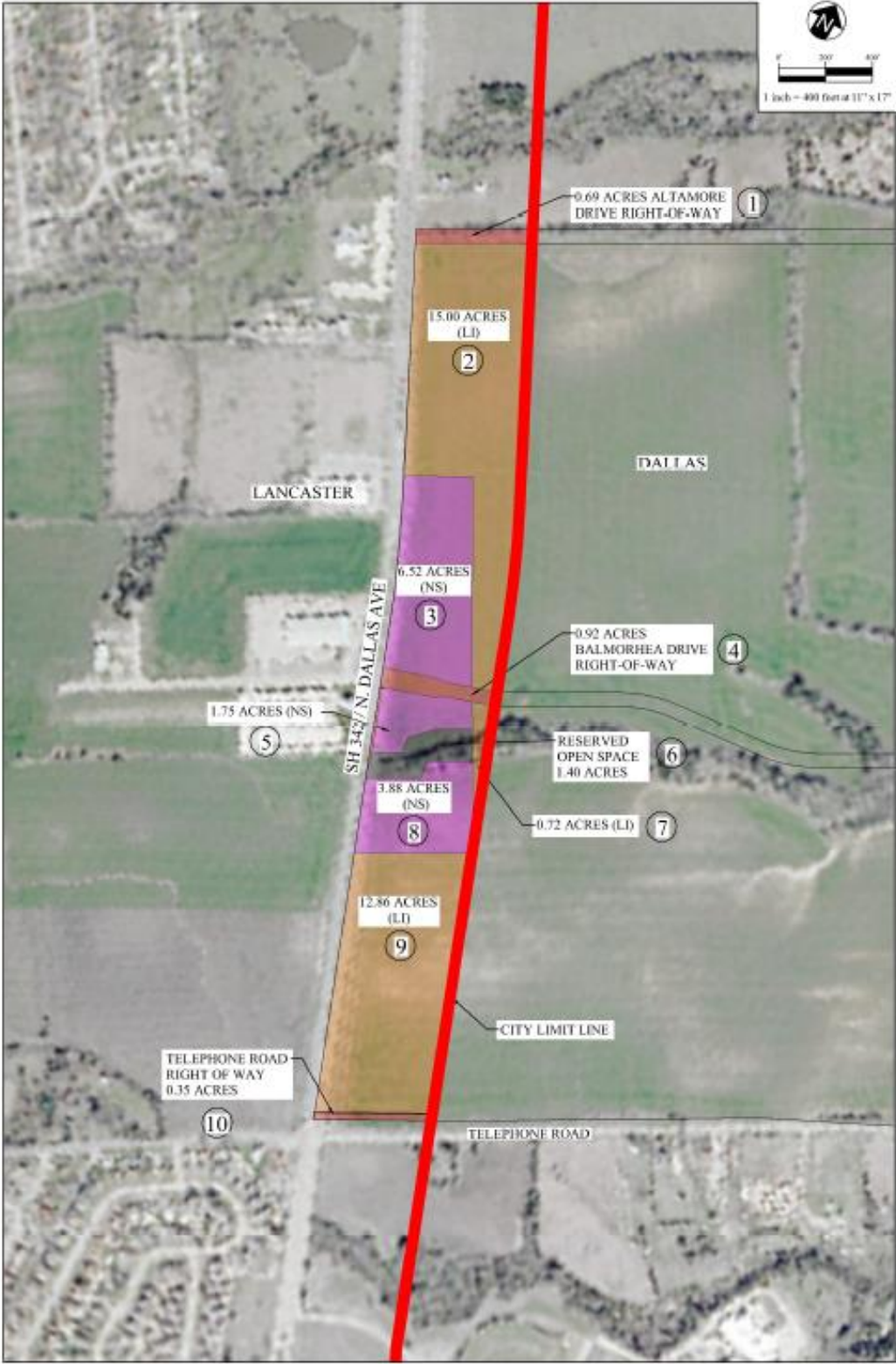


EXHIBIT C
DEVELOPMENT REGULATIONS

RLC LOGISTICS

Purpose and Intent

The purpose and intent of this Planned Development District is to reallocate the land use areas within the subject property in a manner that facilitates high quality development while respecting existing natural features, providing vehicular accessibility appropriate to the land uses, and maximizing flexibility for development.

Applicability

The Planned Development Regulations shall apply whenever the property owner submits for permit in the form of platting, site plan approval or public infrastructure improvements.

Reallocation of Land Uses and Permitted Uses

The allocation of land uses shall be consistent with those shown on Exhibit B of this Ordinance, the Land Use Plan. Any use allowed in NS, Neighborhood Services and LI, Light Industrial is permitted within the limits of the areas as detailed on Exhibit B. R, Retail uses are allowed in the NS use areas. Notwithstanding the above, the following land uses shall be prohibited under this PD zoning:

1. Animal Boarding/Kennel with Outside Pens
2. Animal Boarding/Kennel without Outside Pens
3. Animal Production
4. Animal Shelter
5. Horse Corral or Stable (Commercial)
6. Horse Corral or Stable (Private)
7. Wholesale Nursery for Growing of Plants No Retail Sale on Site
8. Bed and Breakfast Operation
9. Carport
10. Convent or Monastery
11. Duplex
12. Guest Quarters/Secondary Living Unit
13. Home Occupation
14. Hotel or Motel
15. Hotel, Residence
16. Multi-Family
17. Portable Building – Residential
18. Residential Care Facility
19. Single Family on less than a min. lot size lot
20. Single Family, Attached
21. Single Family, Detached
22. Single Family, Zero Lot Line
23. Subdivision Screening Wall
24. Swimming Pool, Private
25. Tennis Court Private
26. Townhouse
27. Urban Residential

EXHIBIT C
DEVELOPMENT REGULATIONS

28. Assisted Living Facility
29. Blood Plasma Donor Center
30. Church/House of Worship
31. College, University, or Seminary
32. Convalescent Care Facility/Nursing Home
33. Group or Community Home
34. Government Facility
35. Hospice
36. Mortuary or Funeral Chapel
37. Penal Boarding Home
38. Post Office, Regional
39. Prison/Custodial Institution
40. Public School Primary, Secondary, Senior (Included a Charter School)
41. Private School, Primary, Secondary, Senior
42. Rescue Mission or Shelter for Homeless
43. Social Service Provider, not Rescue Mission or Shelter
44. Temporary educational Building
45. Check Cashing Business, Credit Agency or similar Financial Institution
46. Billiard Parlor or Pool Hall
47. Carnival Circus, or Amusement Ride, Temporary
48. Commercial Amusement/Recreation (outside)
49. Community or Recreation Club, Public or Private (Accessory)
50. Country Club, Private
51. Golf Driving range
52. Fund Raising Events by Non-Profit, Indoor or Outdoor, Temporary
53. Gun Club, Skeet or Target Range (Indoor)
54. Gun Club, Skeet or Target Range (Outdoor)
55. Private Club, Lodge, Fraternal Organization
56. Private Sports Arena, Stadium or Track
57. Tennis Courts (Not accessory to a public or private club)
58. Antique/Collectible Store
59. Astrologer, Hypnotist, or Psychic Art and Science
60. Banquet Facility
61. Business School
62. Catering Service
63. Christmas Tree Sales Lot & Similar Uses, Temporary
64. Display, Incidental
65. Night Club, Discotheque, or Dance Hall
66. Pawn Shop
67. Used Merchandise Store
68. Sexually Oriented Business
69. Tattoo, Body Piercing (does not include earlobe piercing)
70. Taxidermist Shop
71. Bail Bond Service
72. Building & Landscape Material with Outside Storage
73. Cemetery/Mausoleum/Mortuary

EXHIBIT C
DEVELOPMENT REGULATIONS

- 74. Crematorium
- 75. Feed Store, Ranch Supply
- 76. Mobile Home/Trailer Sales Lot
- 77. Portable Buildings – Commercial
- 78. Auto Repair Garage, Major
- 79. Auto Repair Garage, Major
- 80. Automobile Rental
- 81. Boat & Trailer Dealership (New and Used)
- 82. Car Wash/Auto Detail
- 83. Car Wash, Self Service
- 84. Motor Vehicle Dealership, New & Used (Cars and Light Trucks)
- 85. Parking, Commercial
- 86. Parking Lot, non-Commercial
- 87. Recreational Vehicle (RV) Sales and Service
- 88. Towing & Impound Yard
- 89. Towing Service, No Storage
- 90. Truck Rental
- 91. Truck Stop with Fuel and Accessory Services
- 92. Asphalt or Concrete Batch Plant
- 93. Carpet and Rug Cleaning
- 94. Environmentally Hazardous Materials
- 95. Manufacturing, Heavy
- 96. Metal Plating, Electro Plating
- 97. Salvage or Reclamation of Products (Indoors)
- 98. Salvage or Reclamation of Products (Outdoors)
- 99. Tool, Dye, Gauge and Machine Shop
- 100. Welding Repair
- 101. Heavy Construction Trade Yard
- 102. Landfill, Sanitary
- 103. Mini-Warehouse
- 104. Outside Storage as a Primary Use
- 105. Recycling Collection Center
- 106. Airport, Heliport or Landing Field
- 107. Antenna, Accessory
- 108. Antenna, Commercial
- 109. Antenna, Dish
- 110. Antenna, Commercial, Free-Standing
- 111. Antenna, Commercial, Mounted
- 112. Bus Charter Service & Service Facility
- 113. Radio Broadcasting
- 114. Railroad Yard or Shop

Concept Plan

EXHIBIT C
DEVELOPMENT REGULATIONS

The detailed elements for consideration in support of this PD are detailed on Exhibit D of this Ordinance, the Concept Plan. Exhibit D will serve as a guide in City Staff's review of individual Site Plans supporting development applications.

Development Regulations

Unless described herein, the Development Regulations described in the current Lancaster Development Code (LDC) apply.

Signage Requirements

Entry feature monument signage is allowed in a manner consistent with that presented on Exhibit E to this Ordinance, the Sign Rendering, with a signage square footage not to exceed 150 square feet for two (2) 'major signs' at the intersection of Balmorhea and Dallas Avenue, one (1) 'minor sign' not to exceed 75 square feet at the intersection of Altamoor and Dallas Avenue, and one (1) 'minor sign' not to exceed 75 square feet at the intersection of Telephone Road and Dallas Avenue. Sign square footage tabulations do not include architectural or structural sign elements. Individual tract developments are anticipated to have monument signage consistent with the LDC.

Preservation of Open Space

The area described as "50' Drainage Easement" on the Final Plat for Ridge Logistics Center and as

"Reserved Open Space" on Exhibit B, the Land Use Plan, will be set aside as ± 1.4 acres of open space with the intent to preserve the existing stand of native trees within that feature.

Enhanced Screening along Public Rights of Way

An additional 20-foot wide open space buffer in the form of a graded berm, swale, or other landscape element shall be constructed between the tree line contemplated in the RLC Landscape Plans (± 25 -feet from the property/right of way line) and the LI-zoned property pavement limits. This additional buffer will not apply to Neighborhood Services use development tracts.

EXHIBIT D CONCEPT PLAN

RLC Lancaster, Texas

TABULATIONS: RIDGE LOGISTICS CENTER OPTION 10

BLDG 1

- SITE = 30.25 ACRES
- BLDG = 622,440 SQ. FT.
- CAR PARKING = 280
- TRAILER PARKING = 144
- 60' SPEED BAY TYP.
- 52'-0" x 50'-0" TYP. BAY
- 9'-0" x 10'-0" DOCK DOORS = 124
- 12'-0" x 14'-0" RAMP UP DOORS = 4

BLDG 2

- SITE = 23.33 ACRES
- BLDG = 459,680 SQ. FT.
- CAR PARKING = 240
- TRAILER PARKING = 118
- 52'-0" x 50'-0" TYP. BAY
- 9'-0" x 10'-0" DOCK DOORS = 98
- 12'-0" x 14'-0" RAMP UP DOORS = 4

BLDG 3

- SITE = 73.45 ACRES
- BLDG = 622,440 SQ. FT.
- CAR PARKING = 280
- TRAILER PARKING = 154
- 60' SPEED BAY TYP.
- 52'-0" x 50'-0" TYP. BAY
- 9'-0" x 10'-0" DOCK DOORS = 65
- 12'-0" x 14'-0" RAMP UP DOORS = 2

BLDG 4 - L'Oreal (Existing)

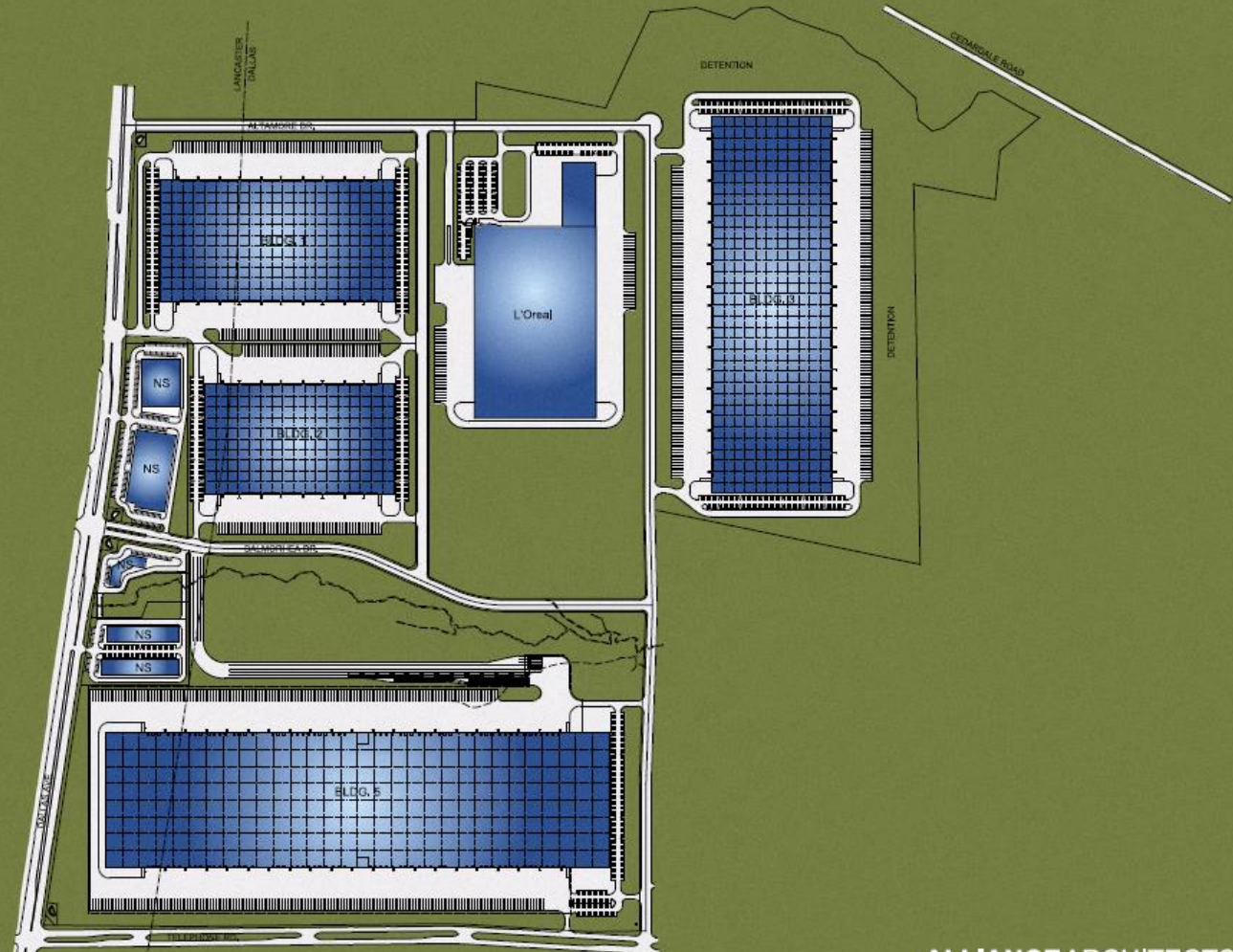
SITE = 50.31 ACRES

BLDG 5

- SITE = 93.41 ACRES
- BUILDING = 1,488,378 SQ. FT.
- 35'-0" CLEAR HEIGHT
- 119 (9 x 10) DOCK DOORS
- 4 (12 x 16) RAMP UP DOORS
- CAR PARKING PROVIDED = 232
- TRAILER PARKING PROVIDED = 336

NEIGHBORHOOD SERVICES (NS)

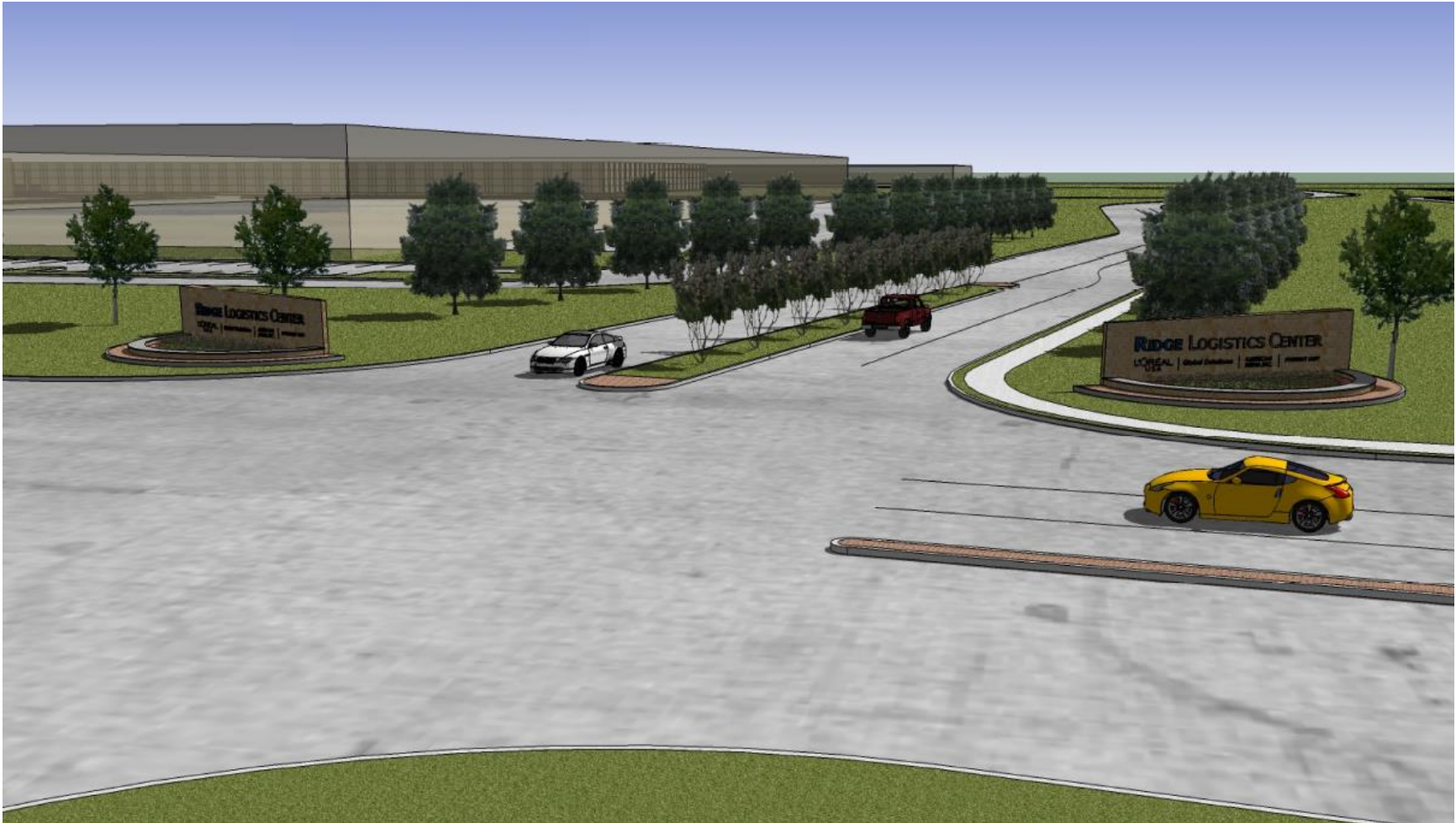
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SEPTEMBER 19, 2013

ALLIANCEARCHITECTS

EXHIBIT E
SIGN RENDERINGS



LANCASTER CITY COUNCIL

Agenda Communication

November 18, 2013

Item 7

Consider a resolution authorizing the Mayor to sign a ballot casting the City's vote for the fourth member of the Board of Directors of the Dallas Central Appraisal District.

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

Goal: Healthy, Safe and Vibrant Neighborhoods

Background

In accordance with the Property Tax Code, Section 6.03, each incorporated city or town, except the City of Dallas [which appoints one member], has the right to cast a vote by an official resolution for one candidate from the candidates nominated as the fourth member of the Dallas Central Appraisal District Board of Directors.

The Dallas Central Appraisal District has submitted the following nominations:

	<u>Nominating Entity(s)</u>
Ms. Wanda Adams	Balch Springs
Mr. Loren Byers	Irving
Mr. Michael Hurtt (incumbent)	DeSoto, Ovilla, Richardson
Mr. Gerald W. Lemons	Glenn Heights

Considerations

- **Operational** – The term of office is for two years beginning in January 2014.
- **Legal** – State law requires the City to vote for the candidate of their choice by official ballot resolution (attached) no later than December 16, 2013.
- **Financial** – There is no financial impact to the City in casting the official ballot.
- **Public Information** - There are no public information requirements.

Options/Alternatives

1. With a majority of votes for a candidate, Council may authorize the Mayor to cast the City's vote for the nominee of their choice.
2. The City of Lancaster is not able to cast a ballot for a Board member without taking action through an official ballot resolution. The Dallas Central Appraisal District urges each municipality to cast its vote because a candidate must receive a majority of the votes in order to be elected to the Board of Directors.

Recommendation

Selection of a board member is at the Council's pleasure.

Attachments

- Resolution casting ballot
 - Letter from Dallas County Appraisal District outlining process and nominees
-

Submitted by:

Dolle K. Downe, City Secretary

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF LANCASTER, DALLAS COUNTY, TEXAS, CASTING ITS VOTE FOR THE FOURTH MEMBER OF THE BOARD OF DIRECTORS OF THE DALLAS CENTRAL APPRAISAL DISTRICT.

WHEREAS, Dallas County eligible taxing entities have expressed and approved an option which allows for representation to the Appraisal District Board of Directors (in accordance with Section 6.03 of the Texas Property Tax Code) as follows:

1. The City of Dallas shall appoint one (1) member to the Board.
2. The Dallas Independent School District shall appoint one (1) member to the Board.
3. The Dallas County Commissioners Court shall appoint one (1) member to the Board. The member appointed by the Dallas County Commissioners Court shall not be a resident of either the City of Dallas or the Dallas Independent School District.
4. Each of the incorporated cities and towns, except for the City of Dallas, shall have the right to nominate by an official resolution one (1) candidate as the fourth member of the Board of Directors. The said cities and towns shall, from the nominations received, elect by a majority vote, with each city and town being entitled to one (1) vote, the fourth member of the Board of Directors.
5. Each of the School Districts, and the Dallas County Community College District, except the Dallas Independent School District, shall have the right to nominate by an official resolution one (1) candidate as the fifth member of the Board of Directors. The said school districts shall among the nominations received appoint by a majority vote, with each school district being entitled to one (1) vote, the fifth member of the Board of Directors.

The votes required for election to the Board of Directors in 4 and 5 hereof shall be by a majority of those authorized to vote in 4 and 5 respectively and not by a majority of the quorum, and

WHEREAS, the City of Lancaster does hereby cast its vote by marking the ballot below:

(Check one only)

- ☐ **Wanda Adams**
☐ **Loren Byers**
☐ **Michael Hurtt**
☐ **Gerald W. Lemons**

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Lancaster does hereby confirm its one (1) vote for the election of _____ as the suburban cities' representative to the Board of Directors of the Dallas Central Appraisal District.

PASSED AND APPROVED, this the _____ day of _____, 2013

MAYOR Marcus E. Knight

ATTEST: _____
CITY SECRETARY
Dolle K. Downe

SEAL:



Dallas Central Appraisal District

Date: October 24, 2013

To: Marcus Knight, Mayor, City of Lancaster

From: W. Kenneth Nolan, Executive Director/Chief Appraiser

Re: Election of Suburban Cities' Representative to Dallas Central Appraisal District Board of Directors

In accordance with state law, the nomination process for persons to serve on the Dallas Central Appraisal District Board of Directors has been completed. By state law, your agency is required to vote by official ballot resolution, which is enclosed. **You must do so no later than December 16, 2013. If your entity chooses to abstain from voting, please notify me in writing.**

The nominees are as follows. Also included are the names of the nominating cities.

Nominee	Entity(s) Nominating
Ms. Wanda Adams	Balch Springs
Mr. Loren Byers	Irving
Mr. Michael Hurtt	DeSoto, Ovilla, Richardson
Mr. Gerald W. Lemons	Glenn Heights

If you have questions concerning the candidates please contact the entities who nominated them.

Please act on this election process by official ballot resolution and return the ballot resolution to my office in the enclosed envelope by December 19, 2013. **The 1979 resolution adopted by the taxing units participating in Dallas Central Appraisal District, which governs board elections, requires that a candidate receive a majority of the votes in order to be elected to the Board of Directors. Therefore it is imperative that your taxing unit cast its vote by the December 16, 2013 deadline.**

We appreciate your interest in this very important process and look forward to receiving your vote.

WKN/kld

Enclosure (Official Ballot Resolution/Return Envelope)

cc: Opal Robertson, City Manager
Dolle Shane, City Secretary
Sheree Haynes, Director of Finance