



**NOTICE OF REGULAR MEETING AGENDA
LANCASTER CITY COUNCIL
MUNICIPAL CENTER CITY COUNCIL CHAMBERS
211 N. HENRY STREET, LANCASTER, TEXAS
Monday, March 28, 2022 - 7:00 PM**



While one or more City Council Members may be present via video or audio link, a quorum of the City Council will be at the Municipal Center-City Council Chambers, as required by the Texas Open Meetings Act.

Please click the link below for forms:

<https://www.lancaster-tx.com/1413/Notice-Regarding-Public-Participation>

Please click the link below to join the webinar:

<https://us02web.zoom.us/join/register/tZlud-6trz4rG9LNryjPqYH70B7OKZnJTsyO>

The meeting will be broadcast live via video at the following address:

<http://www.lancaster-tx.com/324/Watch-Meetings>

7:00 P.M. REGULAR MEETING:

CALL TO ORDER

INVOCATION: Rev. James Sneed Jr., Genesis Life Fellowship Church

PLEDGE OF ALLEGIANCE: Councilmember Marco Mejia

PROCLAMATION: Visiting Nurses Association of Texas

PUBLIC TESTIMONY/CITIZENS COMMENTS:

At this time, citizens who have pre-registered before the call to order will be allowed to speak on any matter 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. Anyone desiring to speak on an item scheduled for a public hearing is requested to hold their comments until the public hearing on that item.

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.

1. Consider approval of minutes from the City Council Regular Meeting held on January 10, 2022.

2. Consider a resolution authorizing the purchase of five (5) dispatch consoles and accessories from Ergoflex Systems, Inc. dba Xybix Systems, Inc. through an Interlocal agreement with the Houston Galveston Area Council (HGAC) in an amount not to exceed one hundred thousand one hundred thirty-seven dollars and forty-four cents (\$100,137.44).
3. Consider a resolution approving the terms and conditions of an agreement with Tyler Technologies for Enterprise Resource Planning Software, in an amount not to exceed one million, three hundred forty-three thousand, seven hundred five dollars and forty cents (\$1,343,705.40).
4. Consider a resolution approving the terms and conditions of a professional services agreement with Kreative Core Technologies for implementation service of the Tyler Technologies Enterprise Resource Planning (ERP) system in an amount not to exceed one million, seven hundred seventy-three thousand six hundred, eighty dollars and zero cents. (\$1,773,680.00).
5. Consider a resolution ratifying a telecommunications (voice, data, internet, cloud services and mobility/cellular) professional services audit agreement with SpyGlass Group, LLC seeking cost recovery, service elimination and cost reduction recommendations.
6. Consider a resolution approving the terms and conditions of a professional services agreement with Infrastructure Management Services (IMS) to perform engineering services to collect pavement condition data, traffic sign survey and software services; in an amount not to exceed eighty-six thousand one hundred twenty dollars and no cents (\$86,120.00).
7. Consider a resolution establishing necessary technology infrastructure - hotspot service through T-Mobile USA Inc. funded and provided for under the American Rescue Plan Act (ARPA) Coronavirus Local Fiscal Recovery Funds (CLFRF), an amount not to exceed sixty-three thousand, four hundred forty dollars (\$63,440.00).
8. Consider a resolution approving the terms and conditions of an interlocal agreement with the City of Desoto for the provision of Mental Health Services through the Crisis Assessment and Resources Engagement (CARE) Team.
9. Consider a resolution authorizing the purchase of twelve (12) generators from Clifford Power through an interlocal agreement with Buyboard in an amount not to exceed one million, three hundred thousand, three hundred seventy-nine dollars and seventy-one cents (\$1,300,379.71).

PUBLIC HEARING:

10. Z22-06 Conduct a public hearing and consider an ordinance granting a Specific Use Permit (SUP) for an indoor playground at Lancaster Plaza Shopping Center, located on the northeast corner of W. Pleasant Run Road and Rogers Road. The property is addressed as 1007-1065 W. Pleasant Run Road, Suite 1023, City of Lancaster, Dallas County, Texas.
11. Z22-05 Conduct a public hearing and consider an ordinance rezoning a 2.160 acre tract from Agricultural Open (AO) to Single Family-Estate (SF-E) Residential. The property is located north of East Reindeer Road and west of Dasher Drive and is addressed as 639 E. Reindeer Road and is described as Lots 24 and 25, Block 1 in Abstract 1554 Survey Money Weatherford, City of Lancaster, Dallas County, Texas.

ADJOURNMENT

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

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

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

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

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

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

Certificate

I hereby certify the above Notice of Meeting was posted at Lancaster City Hall on March 25, 2022, @ 6:40 p.m. and copies thereof were provided to the Mayor, Mayor Pro-Tempore, Deputy Mayor Pro-Tempore and Council members.



Carey D. Neal, Jr.

Assistant City Manager

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting

1.

Meeting Date: 03/28/2022

Policy Statement: This request supports the City Council 2021-2022 Policy Agenda

Goal(s): Financially Sound Government
Healthy, Safe & Engaged Community
Sound Infrastructure
Quality Development
Professional and Committed City Workforce

Submitted by: Sorangel O. Arenas, City Secretary

Agenda Caption:

Consider approval of minutes from the City Council Regular Meeting held on January 10, 2022.

Background:

Attached for your review and consideration are minutes from the City Council Regular Meeting held on January 10, 2022.

Attachments

January 10, 2022 Draft Minutes

MINUTES

LANCASTER CITY COUNCIL REGULAR MEETING OF JANUARY 10, 2022

The City Council of the City of Lancaster, Texas, met in a called Regular Meeting in the Council Chambers of City Hall on January 10, 2022, at 7:00 p.m. with a quorum present to-wit:

Councilmembers Present (City Hall & Zoom):

Mayor Clyde C. Hairston
Carol Strain-Burk
Deputy Mayor Pro-Tem Stanley M. Jaglowski
Marco Mejia
Keithsha C. Wheaton
Mayor Pro-Tem Racheal Hill
Betty Gooden-Davis

City Staff Present (City Hall & Zoom):

Opal Mauldin-Jones, City Manager
Carey Neal, Assistant City Manager
Chris Youngman, Emergency Management
Chief Dori Lee, Director of Human Resources
Fabrice Kabona, Deputy City Manager
Mike Delmore, Director of Finance
Sam Urbanski, Police Chief
Shane Shepard, Director of Economic Development
Vicki Coleman, Director of Development Services
Bryce Reed, Communications and Public Relations Coordinator
Keturah Barnett, Assistant to the City Manager

Call to Order:

Mayor Hairston called the meeting to order at 7:01 p.m. on January 10, 2022.

Invocation:

Bishop Clyde C. Hairston of Miracle Temple Fellowship Church gave the invocation.

Pledge of Allegiance:

Deputy Mayor Pro-Tem Jaglowski led the pledge of allegiance.

Public Testimony/Citizen's Comments:

There were no speakers.

Consent:

- 1. Consider a resolution approving the terms and conditions of a Project Specific Agreement with Dallas County for striping on various streets in the City of Lancaster, Texas.**

MOTION: Councilmember Mejia made a motion, seconded by Councilmember Gooden-Davis to approve Consent items 1. The vote was cast 7 for, 0 against.

Action:

- 2. M21- 35 Discuss and consider an ordinance granting an exception to the City's Code of Ordinances Chapter 6, Fence Regulations, Sec 6.07.008 to allow the use of a 4-foot black vinyl coated chain link fence on the property addressed as 914 N. Lancaster-Hutchins Road and described as being 1.50 acres of land situated in the Samuel Keller Survey, Abstract No. 720 City of Lancaster, Dallas County, Texas.**

City Manager Mauldin-Jones shared the property is located on the east side of N. Lancaster-Hutchins Road and south of E. Pleasant Run Road. The property is approximately 1.50 acres in size. Temple of Truth Church

of God in Christ, the property addressed as 914 N. Lancaster-Hutchins Road. This is an exception request to allow a 4-foot black vinyl coated chain link fence installed at 914 N. Lancaster-Hutchins Road. The applicant installed a 4-foot black vinyl coated chain link fence along 655 feet of the northern property line without a permit. Based on the letter of intent, the applicant seeks to secure the property and protect the congregation members. The applicant contends that the northern property owner was trespassing by driving across their property which resulted in potholes in their parking area. Additionally, the applicant notes that the northern property owner's dogs were a menace to the elderly congregants. The installed 4-foot fence is at a property that has an existing building with only one (1) side that faces a public street, Lancaster-Hutchins Road. Since the submittal of this exception request, the applicant met with City staff and installed 22 medium size Elaeagnus shrubs 90 feet along the northern property line to screen and block the installed black vinyl coated chain link fence as shown on the attached pictures. The shrubs are planted 4 feet apart and will reach 6 feet in height at maturity. In addition, elaeagnus shrubs are recommended plant materials on the City plant list and at maturity, the shrubs will be taller than the fence and will completely screen the installed fence from Lancaster-Hutchins Road rights-of-way. Staff recommends approval of the exception subject to a requirement upon the property owner, and any successors-in-interest to both enhance and maintain the shrubs blocking the view of the installed fence from Lancaster-Hutchins Road all year round.

Councilmember Strain-Burk asked if this is standard process when there is a request for an exception?

City Manager Mauldin-Jones shared this is standard process for industrial and commercial.

MOTION: Councilmember Wheaton made a motion, seconded by Councilmember Gooden-Davis to approve item 2. The vote was cast 6 for, 1 against [Jagowski].

3. Discuss and 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 (DCAD).

Mayor Hairston recommended Brett Franks, Councilmember for the City of Sachse.

MOTION: Deputy Mayor-Pro Tem Jagowski made a motion, seconded by Councilmember Strain-Burk to nominate Brett Frank. The vote was cast 7 for, 0 against.

4. Discuss and consider an ordinance approving the redistricting of the single member City Council districts and establishing new single-member district boundary lines for City Council elections based on 2020 Census data.

City Manager Mauldin-Jones shared this item is for the redistricting of the single member City Council districts and establishing new single-member district boundary lines for City Council elections based on 2020 Census data. At the December 13, 2021, council meeting, City Council conducted a public hearing and received a total of eighteen (18) public comments on the proposed Council redistricting concept plan and map options. An additional four (4) public comment cards were received. Staff recommends city council select a map option.

Philip Arnold with Bickerstaff, Heath Delgado Acosta LLP, gave a presentation. Councilmember Strain-Burk shared Plan B would impact Mayor Pro-Tem Hill's District. For less impact Plan C would be the best option.

Councilmember Mejia shared his concern with the information shared to the residents of District 1. Plan A was the original design and had been part of District 3.

Mayor Pro-Tem Hill stated her concerns with information shared regarding unfairness. She shared Council is being logical and considering what will benefit the city long term.

Deputy Mayor Pro-Tem Jaglowski shared he has reviewed comment cards and most are in favor for Plan C.

Councilmember Strain-Burk apologized to Mayor Pro-Tem Hill for how comments of District 5 came across. She shared she would like to keep the neighborhood together.

MOTION: Councilmember Mejia made a motion, seconded by Councilmember Strain-Burk to approve Plan C. The vote was cast 6 for, 1 against [Gooden-Davis].

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

The meeting was adjourned at 7:45 p.m.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting

2.

Meeting Date: 03/28/2022

Policy Statement: This request supports the City Council 2021-2022 Policy Agenda

Goal(s): Financially Sound Government

Submitted by: Chris Youngman, Emergency Management Chief

Agenda Caption:

Consider a resolution authorizing the purchase of five (5) dispatch consoles and accessories from Ergoflex Systems, Inc. dba Xybix Systems, Inc. through an Interlocal agreement with the Houston Galveston Area Council (HGAC) in an amount not to exceed one hundred thousand one hundred thirty-seven dollars and forty-four cents (\$100,137.44).

Background:

At the August 16, 2021, Council Work Session, City Council received a presentation regarding the American Rescue Plan Act of 2021, which provides funding to local governments to broadly respond to the COVID-19 public health emergency. As established by the U.S. Department of Treasury guidance, the state, through the Texas Department of Emergency Management (TDEM), received and allocated two separate payments to eligible non-entitlement units (NEUs) of local government, which are local governments that typically serve populations under 50,000. The City of Lancaster's allocation is nine million, seven hundred -twenty thousand, one hundred forty-seven dollars and twenty cents (\$9,720,147.20).

Fiscal Recovery Funds allow flexibility to determine how best to use payments from the Fiscal Recovery Funds to meet the needs of their communities and populations. Responding to the public health emergency allows improvements to data or technological infrastructure. Infrastructure projects that include responding to a specific pandemic public health need.

In just a matter of weeks, the COVID-19 pandemic completely changed our society's way of life. Public Safety Answering points (PSAPs) and 9-1-1 dispatch centers were no exception, with many of them also having to adapt to the new reality. Space, functionality, and hygiene became important considerations.

Our Emergency Communications Dispatch Center is staffed 24 hours per day, 365 days per year, and serves as the primary public safety answering point for the City of Lancaster. The Dispatch Center handles all 911 calls for law enforcement, fire, and medical aid, and also receives all emergency and non-emergency calls within the city.

Operational Considerations:

The purchase will replace the current four (4) consoles/workstations and allow for the purchase of a fifth console/workstation. The acquisition of the fifth console would allow for future growth in the dispatch center, more importantly, allow for an additional workstation in the event of a natural disaster. Typically, we see equipment replacement at or around ten (10) years. The current consoles were purchased in 2009.

The City of Lancaster maintains an executed Interlocal Agreement with Buyboard authorizing this purchase. The Local Government Code authorizes cooperative agreements of this type to help save time in developing specifications and duplication during the bid process. The use of cooperative agreements is in accordance with Section 791.001 of the Texas Government Code and Section 271.101 of the Texas Local Government Code.

Legal Considerations:

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

Public Information Considerations:

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

Fiscal Impact:

The purchase will not exceed one hundred thousand one hundred thirty-seven dollars and forty-four cents (\$100,137.44). Funding for the project has been allocated through the American Rescue Plan Act (ARPA) funds.

Options/Alternatives:

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

Recommendation:

Staff recommends approval of the resolution, as presented.

Attachments

Resolution

Exhibit 1

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, AUTHORIZING THE PURCHASE OF EMERGENCY COMMUNICATIONS CENTER UPGRADES FROM XYBIX SYSTEMS INC IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THOUSAND ONE HUNDRED THIRTY-SEVEN DOLLARS AND FORTY-FOUR CENTS (\$100,137.44). AS FUNDED AND PROVIDED BY THE AMERICAN RESCUE PLAN ACT (ARPA).

WHEREAS, The American Rescue Plan Act (ARPA) provides funds that may be used to respond to the public health emergency with respect to COVID-19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;

WHEREAS, Ergoflex Systems, Inc. dba Xybix Systems, Inc will provide five (5) dispatch consoles and accessories installed for the City of Lancaster

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

SECTION 1. Services provided by Xybix Systems Inc. will not exceed one hundred thousand one hundred thirty-seven dollars and forty-four cents (\$100,137.44).

SECTION 2. That the City Manager is hereby authorized to execute said Agreement as depicted in Exhibit "1"

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 invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared severable.

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

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the and approved by the City Council of the City of Lancaster, Texas, on the 28th day of March, 2022.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

City of Lancaster, Texas
Standard Professional Services Agreement

This Agreement is made by and between the City of Lancaster, Texas, a home-rule municipality (hereinafter referred to as the "City") and **Xybix Systems, Inc** a Texas limited partnership (hereinafter referred to as the "Provider") for emergency communications console (hereinafter referred to as the "Project"), the City and the Provider hereby agree as follows:

ARTICLE I: CONTRACT & CONTRACT DOCUMENTS

1.1 THE CONTRACT

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

1.2 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Exhibit 'A' (Scope of Work) 'B' (Basis of Compensation) 'C' (Project Schedule), all Amendments issued hereafter, any other amendments executed by the parties, together with the following (if any): None

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

ARTICLE 2: RECITALS

- 2.1 The City desires to engage the Provider to complete the purchase and install of dispatch consoles/workstations; and
- 2.2 The Provider has the professional knowledge, ability and expertise to provide such services; and
- 2.3 The City desires to engage the services of Provider, as an independent Contractor and not as an employee, to provide the services listed below and as detailed in the Proposal which is attached hereto and incorporated herein as **Exhibit A**.

ARTICLE 3: TERM / TERMINATION

3.1 Time of Performance

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

3.2 Time is of the essence of this Contract.

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

3.3 TERMINATION

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

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

ARTICLE 4: SCOPE OF SERVICES

4.1 Scope of Services

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

Summary of Key Scope Components:

1. Installation and removal of dispatch console

AUTHORIZED AGENT

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

ARTICLE 5: COMPENSATION / PAYMENT TERMS AND CONDITIONS

5.1 Compensation for the performance of Services described herein shall be paid to the Provider by the City in an amount not to exceed the lump sum price submitted which shall accrue and be payable as provided in Sections 5.1 and 5.2 hereof.

5.2 Work will be performed at the rates set forth in **Exhibit B**, Basis of Compensation, which is attached hereto and incorporated herein by reference, or as otherwise provided in negotiated fee schedules approved within this Agreement, if any. Any additional work beyond the lump sum agreement must be authorized in advance by the City in writing.

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

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

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

accounts-payable@lanaster-tx.com

ARTICLE 6: TIME FOR COMPLETION

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

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

ARTICLE 7: INDEMNIFICATION

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

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

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

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

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

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

ARTICLE 8: INSURANCE

8.1 Workers Compensation Insurance

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

8.2 Automotive Insurance

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

8.3 General Liability Insurance

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

8.4 Professional Liability Errors and Omissions Insurance

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

8.5 Certificate of Insurance

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

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

ARTICLE 9: DEFAULT

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

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

ARTICLE 10: MISCELLANEOUS

10.1 Reuse of Documents:

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

10.2 Entire Agreement.

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

10.3 Assignment.

Neither this Agreement nor any duties or obligations under it shall be assignable by Provider without the prior written consent of City. In the event of an assignment by Provider to which the City has consented, the assignee or the assignee's legal representative shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, obligations, and agreements contained in this Agreement.

10.4 Adjustments in Services/Amendment.

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

10.5 Governing law.

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

10.6 Notices.

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

City of Lancaster

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

Xybix Systems, Inc, Inc.

8207 SouthPark Circle
Littleton CO 80120
Ph. 214-346-6200
Fax 303-683-5454
brittneym@xybix.com

10.7 Legal construction.

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

10.8 Successors and Assigns.

- (a) The City and Provider each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of City and Provider are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other party in respect of all covenants and obligations of this Agreement.

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

10.9 Conflict.

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

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

10.10 Severability

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

10.11 Captions

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

10.12 Counterparts

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this the _____ day of _____, 2018.

CITY OF LANCASTER, TEXAS
A Texas home-rule municipality

Xybix Syste, INC.
A Texas General Corporation.

Opal Mauldin-Jones, City Manager

Kenneth R. Carson, Executive V.P.

Date: _____

Date: _____

Exhibit A: Proposal for Professional Services



LANCASTER POLICE DEPARTMENT - #0025511
XYBIX SCOPE OF WORK

- Product will be delivered and moved to a pre-designated staging location outside of the room that the workstations will be installed (Date and Time to be coordinated between the customer and the Xybix Installation Manager).
- This scope applies when the Installation is considered a live cut over and the list below constitutes a phase of the cut over typically based upon the installation of (1-2) positions at a time with the other positions to remain operational.
- All panel frames will be installed with finish trim.
- Power bars will be laid out and roughed into the panel frames and power bar cords to be run to designated power locations provided by others.
- Power/Data Ports cored and installed in the panel segments (Hole locations determined on-site).
- All case work, lower panel segments and fixed height work-surfaces to be installed.
- Adjustable height work-surfaces to be prepped and ready to be installed (Control boxes, Hand controllers, MyClimate/Axys, DataDock, task lighting).
- Table leg assembly of the adjustable height tables (Tested and set at a working height for table completion).
- Tables wired and cable extensions run that were provided by Xybix Systems.
- Panel frames remaining Panel segments installed and completed.
- Final completion of work stations and a preliminary walk through done by Xybix Supervisor.
- After all work stations are completed:
- Final punch list and walk through done by Customer and paperwork completed.
- All computer equipment such as monitors, CPU's, mice, keyboards along with any other specific electronic equipment will be provided and installed by others.
- Xybix will not permit any work to be done to the work stations by anyone other than a Xybix employee until the work station is signed off and accepted by the Customer.
- Xybix is not responsible for any floor penetrations or floor boxes installed in the computer flooring.
- Xybix is not responsible for any building hard wired power to be used and run to the work stations that would require a Certified Electrician to install.
- Xybix is not responsible for running or terminating any Data/Voice cabling in the work stations.

Xybix Systems, Inc.
8207 SouthPark Circle
Littleton CO 80120
Phone: 303-683-5656
Fax: 303-683-5454
JudiJ



Quote Number: 29994

Quote Date: 2/21/2022
Revision: C
Orig Create Date: 1/17/2022
Expires: 4/17/2022
Opp #: 0025511

Quote

Terms: 1% 20 Days, NET 30 Days

Page: 1 of 4

QUOTE TO:

Acct: LANPOLLATX

Lancaster Police Department
1650 N Dallas Ave
Lancaster TX 75134

Phone:
Email:

SHIP TO:

Lancaster Police Department
1650 N Dallas Ave
Lancaster, TX 75134
USA

Salesperson: BRITTNEY MUSGRAVE
Phone: (214) 727-1681
Email: brittneym@xybix.com

LAYOUT OPTION B

HGAC-EC07-20
Eagle Line

REMOVAL OF EXISTING: (x4)

All equipment and electrical must be removed from the existing workstations prior to removal.
Removal is priced to take place during the installation of the new Xybix workstations.
Removal does not include any patch or paint needed for any part of the workstation that is permanently mounted to the wall currently.

Tax: Freight and Install

Pandemic Freight Surcharge:

This fee is the temporary upcharge we are experiencing for shipping related costs and delays

2.21.22 Update cable selections -qty increase jj

1.20.22:R3_Option B: Remove RRGs and (1) 36w Lateral File.-scj

1.17.22:R2_Remove 1 ws from each layout, add island to option A-scj

12.2.21:R1_Quote Option A-SCJ

11.22.21:R0_Drawing Creation-SCJ

Line	Part Num	Desc	Qty	U/M	List Ea.	Disc. %	Disc. Price	Net Price
1.00	12343.	Panel System Priced by the Linear Foot: Grade 3 Fabric 12343-1-SS - 29-48in - 15.0 LF @ \$212.00/LF 12343-1-DS - 29-48in - 56.0 LF @ \$287.00/LF Upper Tiles Fabric Color: TBD Grade 3 G2 Lower Tiles Fabric Color: TBD Grade 3 G2 Panel Trim Color: Black	1	1.00 EA	\$19,252.00	50.00 %	\$9,626.00	\$9,626.00
2.00	14486-3D.	Adj. Table Worksurface - Corner Dual Surface - 72L x 72R - Cable Management Included	2	5.00 EA	\$2,313.00	50.00 %	\$1,156.50	\$5,782.50
3.00	15844	L5S Table Base for 72X72 Corner Worksurface	3	5.00 EA	\$7,044.00	50.00 %	\$3,522.00	\$17,610.00

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Page: 2 of 4

Line	Part Num	Desc	Qty	U/M	List Ea.	Disc. %	Disc. Price	Net Price
4.00	16744.	Monitor Mount 3 - Rollervision - Corner Dual Surface - 72L x 72R	4	5.00 EA	\$4,943.00	50.00 %	\$2,471.50	\$12,357.50
		16676 - Std VESA Mount 2 HI 2 Knuckle Qty = 3 Total: \$2,580.00 - OPEN MARKET						
		OPEN MARKET						
4.01	15560	Acrylic Cleaning Kit	28	1.00 EA	\$114.00	50.00 %	\$57.00	\$57.00
5.01	16130-8	Datadock2 - Keyboard Snap-In Cable Organizer Includes: 8 - USB Ports 1 - RJ45 Port	6	5.00 EA	\$602.00	50.00 %	\$301.00	\$1,505.00
5.02	13729	Ext Monitor Cable 25' VGA High Quality Male/Female	36	10.00 EA	\$88.00	50.00 %	\$44.00	\$440.00
5.03	15095	HDMI Cable w/ Ethernet M/M 25' High Speed	37	5.00 EA	\$88.00	50.00 %	\$44.00	\$220.00
5.04	14349	Display Port Cable 25 FT Male/Male	38	25.00 EA	\$88.00	50.00 %	\$44.00	\$1,100.00
6.00	11792-BLK	Power Bar - 10 Outlet With Black Sticker	7	5.00 EA	\$156.00	50.00 %	\$78.00	\$390.00
6.01	11792-OR	Power Bar - 10 Outlet With Orange Sticker	8	5.00 EA	\$156.00	50.00 %	\$78.00	\$390.00
6.02	15508	Power Data Station Grommet, Power 3/Data 1/USB 2, 10 FT Power Cord	9	2.00 EA	\$300.00	50.00 %	\$150.00	\$300.00
6.03	14976	6 Outlet Power Strip 25'	33	5.00 EA	\$166.00	50.00 %	\$83.00	\$415.00
7.00	16708.	Axys Control System with Fan Base Price: \$2,079.00 16707AXS - Heat - \$688.00 - OPEN MARKET 16709AXS - Task Lights - \$519.00 - OPEN MARKET 16711AXS - Footwell Lighting - \$155.00 - OPEN MARKET 16712AXS - Down Bias Lighting - \$155.00 - OPEN MARKET 16713AXS - Arc Lighting - \$519.00 - OPEN MARKET	10	5.00 EA	\$4,115.00	50.00 %	\$2,057.50	\$10,287.50
7.01	16771AXS	Light - LED Status Indicator Tower W/ Black Housing 70MM 3 HI Red-Yellow-Green 12-30Vdc or 27Vac For Axys	11	5.00 EA	\$1,507.00	50.00 %	\$753.50	\$3,767.50
10.00	12030-3D.	Return Worksurface - 48Wx23.5D	12	1.00 EA	\$386.00	50.00 %	\$193.00	\$193.00

Xybix Systems, Inc.
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Littleton CO 80120
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Quote

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Page: 3 of 4

Line	Part Num	Desc		Qty U/M	List Ea.	Disc. %	Disc. Price	Net Price
10.01	12031-3D.	Return Worksurface - 96Wx23.5D	13	1.00 EA	\$647.00	50.00 %	\$323.50	\$323.50
10.02	12033-3D.	Return Worksurface - 18Wx36D	14	5.00 EA	\$516.00	50.00 %	\$258.00	\$1,290.00
10.03	12033-3D-FT.	Flip Top Return Worksurface - 18Wx36D	15	5.00 EA	\$516.00	50.00 %	\$258.00	\$1,290.00
10.04	12034-3D.	Return Worksurface - 60Wx36D	16	1.00 EA	\$647.00	50.00 %	\$323.50	\$323.50
11.00	16209	Cable Bridge Corner Angled Left Side	17	2.00 EA	\$229.00	50.00 %	\$114.50	\$229.00
11.01	16210	Cable Bridge Corner Angled Right Side	18	3.00 EA	\$229.00	50.00 %	\$114.50	\$343.50
11.02	15482-3D-FT.	CPU Cabinet - ERGO ACCESS Under Work Surface 18Wx34.5D With Flip Top Hinge	19	5.00 EA	\$1,294.00	50.00 %	\$647.00	\$3,235.00
12.00	11352-3D.	Drawer Pedestal - Fixed - Single - 18W - 6-6-12 Drawers 18W 22D	21	5.00 EA	\$1,238.00	50.00 %	\$619.00	\$3,095.00
14.00	10703-3D.	Lateral File - 30W2 Drawer 30H	23	2.00 EA	\$1,670.00	50.00 %	\$835.00	\$1,670.00
14.01	13049-3D.	Lateral File - 48W3 Drawer 42H	25	3.00 EA	\$2,672.00	50.00 %	\$1,336.00	\$4,008.00
18.00	12235	Support - "L" Bracket 18"	34	2.00 EA	\$41.00	50.00 %	\$20.50	\$41.00
18.01	14655	Wall Screw Anchor Kit	35	4.00 EA	\$13.00	50.00 %	\$6.50	\$26.00
90.00	16139	Installers Kit Eagle Line	26	5.00 EA	\$0.00	0.00 %	\$0.00	\$0.00
99.00	Other	Other Charges & Services	27	1.00 EA	\$0.00	0.00 %	\$0.00	\$0.00

Line (27) - Miscellaneous Charge -

Description	Ext. Price
1.) Freight - Full Truck	2,835.00
2.) Installation	13,340.63
3.) Pandemic Freight Surcharge	1,606.31
4.) Removal & Disposal	2,040.00

List Price Total:	\$160,631.00	Lines Total:	\$80,315.50
		Line Miscellaneous Charges Total:	\$19,821.94
		Taxes Total:	\$0.00
		Quote Total:	\$100,137.44

Xybix Systems, Inc.
8207 SouthPark Circle
Littleton CO 80120
Phone: 303-683-5656
Fax: 303-683-5454
JudiJ



Quote Number: 29994

Quote Date: 2/21/2022
Revision: C
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Opp #: 0025511

Quote

Terms: 1% 20 Days, NET 30 Days

Page: 4 of 4

Line	Part Num	Desc	Qty	U/M	List Ea.	Disc. %	Disc. Price	Net Price
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Note 1:
All quoted taxes are estimated. Any applicable taxes, fees, permits, etc. must be added to this quote.

Note 2:
Where installation is listed on quote it is based in non-union labor and on one trip for installation only. Client is responsible for coordination of Technicians and other Vendors/Contractors. Waiting time will be charged at the rate of \$75 per man hour straight time and \$115 per man hour for OT plus subsistence expenses.
Additionally, this quote is based upon a remodel in an existing space and/or new building - completely finished with a Certificate of Occupancy. Any project where the General Contractor is still on the job is subject to additional charges.

We appreciate this opportunity to provide this quote. Our goal is to substantially improve working conditions for your valuable staff. We look forward to meeting with you to review this proposal in detail. In the meantime please don't hesitate to call us with any questions.

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting

3.

Meeting Date: 03/28/2022

Policy Statement: This request supports the City Council 2021-2022 Policy Agenda

Goal(s): Financially Sound Government
Sound Infrastructure

Submitted by: Opal Mauldin-Jones City Manager
Michael Delmore, Director of Finance

Agenda Caption:

Consider a resolution approving the terms and conditions of an agreement with Tyler Technologies for Enterprise Resource Planning Software, in an amount not to exceed one million, three hundred forty-three thousand, seven hundred five dollars and forty cents (\$1,343,705.40).

Background:

The City has utilized STW as our ERP-financial software package since circa 1994. In 2020, STW was acquired by Open Gov. Prior to the acquisition, the City experienced superior customer service, system security and timely upgrades which ensured reliability and customer confidence. Open Gov has introduced a corporate model which requires a system change from an onsite hardware system to a virtual cloud system. Post acquisition we have received inconsistent and unreliable support. In addition, there have been concerns with possible cyber compromise. Our current system will reach end of life and will no longer be supported by Open Gov. September 2023.

City Council received a presentation at the Monday, March 21, 2022, Work Session, regarding implementation of Tyler Technologies to include the financials, municipal court, public safety and utility billing modules.

Operational Considerations:

Tyler Technologies will work with the City staff to make sure the City's policies and procedures are configured into the modules being implemented by the city. The software will be implemented over a three -year period. A key component of the installation will be the migration of the City's financial history with its current software, from 1994 to present.

Legal Considerations:

This resolution and agreement has been reviewed and approved as to form by the City Attorney.

Public Information Considerations:

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

Fiscal Impact:

The annual cost of the software is \$223,835. The agreement will not exceed \$1,343,705.40 and will be implemented over the three (3) fiscal years.

Options/Alternatives:

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

Recommendation:

Staff recommends approval of the resolution, as presented.

Attachments

Resolution

Exhibit A

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING A SOFTWARE LICENSE AND A PROFESSIONAL SERVICES AGREEMENT WITH TYLER TECHNOLOGIES, INC. TO PROVIDE AN ENTERPRISE RESOURCE PLANNING SYSTEM (ERP) WHICH OFFERS AN INTEGRATED SOLUTION FOR THE CITY'S CORE ESSENTIAL SERVICES IN AN AMOUNT NOT TO EXCEED \$1,343,705; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND ALL NECESSARY ANCILLARY DOCUMENTS AND ESTABLISH AN EFFECTIVE DATE.

WHEREAS, the City of Lancaster Enterprise Resource Planning "ERP" System provides for City-wide integrated transactional processes, and financial management; and

WHEREAS, the City's existing ERP provider has provided notice that the product is approaching end-of-life and will no longer be supported; and

WHEREAS, the City has determined that entering into the proposed Agreement with Tyler Technologies will enable the City to better integrate its City-wide financial transactional, tracking and forecasting activities and will provide improved stewardship of municipal resources; and

WHEREAS, the City Council of the City of Lancaster, Texas has reviewed the proposed Agreement and determined it is in the best interest of the City to enter into the Agreement.

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

SECTION 1. The City of Lancaster Enterprise Resource Planning System Agreement with Tyler Technologies 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 is hereby in all things approved; and, the City Manager and staff shall implement and execute the procedures and policies adopted therein.

SECTION 2. The City Manager or her designee(s) are hereby authorized to execute the Agreement and all necessary ancillary documents to implement the ERP system and software migration.

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

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 28th day of March, 2022.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney



EXHIBIT A

Quoted By:
Quote Expiration:
Quote Name:

Jon Atkin
3/20/22
Incode Court -SaaS

Sales Quotation For:

City of Lancaster
PO Box 940
Lancaster TX 75146-0940

Tyler Annual Software – SaaS

Description	List Price	Discount	Annual
Incode			
Incode 10 Court Suite			
Criminal Court Case Management	\$ 25,656	\$ 4,362	\$ 21,294
Cashiering	\$ 0		\$ 0
Court Payment Import Interface	\$ 1,608	\$ 273	\$ 1,335
Court/Police Interface (Import or Export of Citations/Warrants/Dispositions)	\$ 3,537	\$ 601	\$ 2,936
Jury Data Import	\$ 2,299	\$ 391	\$ 1,908
Output Director	\$ 2,829	\$ 481	\$ 2,348
Defense Attorney Portal	\$ 5,000	\$ 2,500	\$ 2,500
Brazos Citation Issuing Device Interface	\$ 0		\$ 0
Virtual Court	\$ 3,600	\$ 720	\$ 2,880
Online Jury Component	\$ 5,000	\$ 2,500	\$ 2,500
Online Record Search	\$ 5,000	\$ 2,500	\$ 2,500

Dallas Regional Warrant Interface		\$ 7,073	\$ 1,202	\$ 5,871
Tyler Jury Module		\$ 3,858	\$ 656	\$ 3,202
TX Omnibase Non-compliance		\$ 3,184		\$ 3,184
AP Interface to Munis		\$ 0		\$ 0
GL Interface to Munis		\$ 0		\$ 0
Collection Agency Export Interface		\$ 1,769	\$ 301	\$ 1,468
Tyler Content Management				
Tyler Content Manager Standard Edition		\$ 0		\$ 0
TOTAL:		\$ 70,413	\$ 16,487	\$ 53,926
Term # of Years:		3		

Tyler Fees per Transaction

Description	Net Unit Price
Incode	
Incode 10 Court Suite	
Court Easy Pay	\$ 1.25
Court Case Resolution Bundle	\$ 0.00

Third Party Software & Hardware

Extended Price				
Description	Quantity	Unit Price	Extended Price	Maintenance
Incode				
Hardware				
Epson TMH6000V Thermal Receipt Printer Black USB NEW	1	\$ 1,050	\$ 1,050	\$ 203

Topaz Signature Pad T-L462 - USB w/ Serial
Emulation TLBK462-BSB Hosted Court Sites

	1	\$ 525	\$ 525	\$ 105
TOTAL:			\$ 1,575	\$ 308

Services

Description	Hours/Units	Price	Discount	Extended Price	Maintenance
Incode 10 Court Suite					
Professional Services	224	\$ 29,120		\$ 29,120	\$ 0
Warrants & Judgments Data Conversion	1	\$ 3,000	\$ 600	\$ 2,400	\$ 0
Warrants & Judgements Data Analysis	8	\$ 1,040		\$ 1,040	\$ 0
Project Management - Court	1	\$ 2,000	\$ 400	\$ 1,600	\$ 0
Fee Instance, Payment Plans, Restitution Data Conversion	1	\$ 8,500	\$ 1,700	\$ 6,800	\$ 0
Court Case Management Data Conversion	1	\$ 15,000	\$ 3,000	\$ 12,000	\$ 0
Tyler Content Management					
Professional Services	24	\$ 3,120		\$ 3,120	\$ 0
TCM Conversions -Court	1	\$ 7,500		\$ 7,500	\$ 0
TOTAL:		\$ 69,280	\$ 5,700	\$ 63,580	\$ 0

Summary

	One Time Fees	Recurring Fees
Total SaaS		\$ 53,926
Total Third Party Hardware, Software, Services	\$ 1,575	\$ 308
Total Tyler Services	\$ 63,580	
Summary Total	\$ 65,155	\$ 54,234

Detailed Breakdown of Professional Services (Included in Summary Total)

Description	Hours	Extended Price	Maintenance
-------------	-------	----------------	-------------

Incode			
Incode 10 Court Suite			
Tyler Jury Module	60	\$ 7,800	\$ 0
Fee Instance, Payment Plans, Restitution Data Analysis	16	\$ 2,080	\$ 0
Criminal Court Case Management	96	\$ 12,480	\$ 0
Court Payment Import	4	\$ 520	\$ 0
Court Case Management Data Analysis	32	\$ 4,160	\$ 0
Cashiering	8	\$ 1,040	\$ 0
Output Director	8	\$ 1,040	\$ 0
Sub-Total	224	\$ 29,120	\$ 0
Tyler Content Management			
Tyler Content Manager Standard Edition	24	\$ 3,120	\$ 0
Sub-Total	24	\$ 3,120	\$ 0
TOTAL:	248	\$ 32,240	\$ 0

Comments

By signing this order, you acknowledge that the items listed here are hereby added to the agreement between you and us and subject to its terms. Your access or use of Virtual Court is subject to additional terms (the "VC Terms") found here: <https://www.tylertech.com/terms/virtual-court-terms-of-use>. Unless otherwise indicated, the VC Terms and any comments specific to Virtual Court herein take precedence over conflicting comments on this order.

EasyPay Online Payment Component allows clients to setup payment forms for misc. payments with a fixed, calculated or open payment amount. The payments are sent from the website to the cash collection/Cashiering application and then posted to the GL application. NOTE: There is a \$1.25 per transaction fee associated with the EasyPay that will be paid by client unless Tyler is instructed by the client to pass along to the user at time of payment.

Court Case Resolution Bundle includes: Incode Court Online Case Resolution, Court IVR and Notifications for Court. A fee is paid by the defendant for each transaction processed through Incode Court Online or Court IVR: \$1.00 for payments under \$100, \$2.50 for payments over \$100, and \$3.50 for advanced online transactions. A \$0.20 fee is paid by the client for each violation for which a phone notification is attempted. Text message notifications are free of charge provided the client 1) enables the standard campaigns that include a link to Incode Court Online, and 2) enables advanced online transactions that are currently available or defendants at the counter or by mail. This contract replaces existing Incode Court Online annual fees.

Court Case Management conversion includes Name Information (Address, phone, name notes), Vehicle Information, Officer Information, Offense Code Information, Case Information (violation date, comments, citation), Witness Information, Disposition Information

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - o Implementation and other professional services fees shall be invoiced as delivered.
 - o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - o Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - o Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.

o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here:

<https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____

Date: _____

Print Name: _____

P.O.#: _____

City of Lancaster

SOW from Tyler Technologies, Inc.

3/21/2022

Presented to:

PO Box 940
Lancaster, TX 75146-0940

Contact:

David Carll

Email: David.Carll@TylerTech.com

One Tyler Drive, Yarmouth, ME 04096

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Part 1: Executive Summary

1. Project Overview

1.1 Introduction

Tyler Technologies (“Tyler”) is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler’s end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler’s solutions transform how clients gain actionable insights that solve problems in their communities.

1.2 Project Goals

This Statement of Work (“SOW”) documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and the City (collectively the “Project”).

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Providing a single, comprehensive, and integrated solution to manage business functions
- Streamline business processes through automation, integration, and workflows
- Provide a user-friendly user interface to promote system use and productivity
- Eliminate redundant data entry

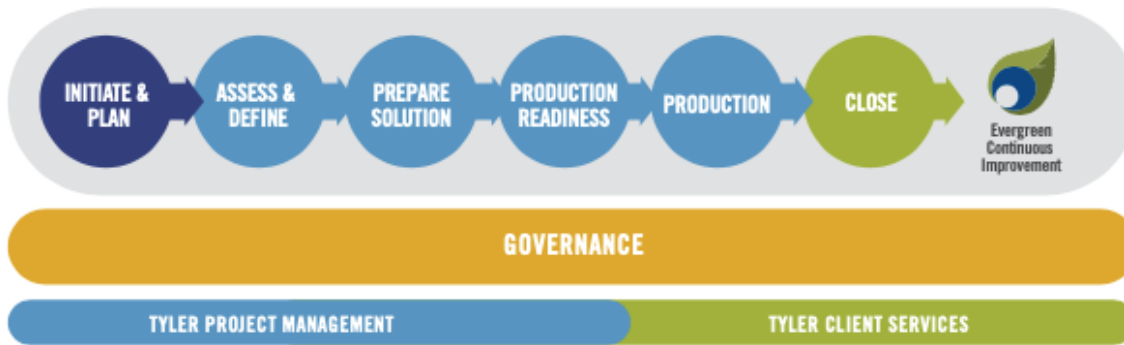
1.3 Methodology

This is accomplished by the City and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler’s six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler’s public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the City’s complexity and organizational needs.



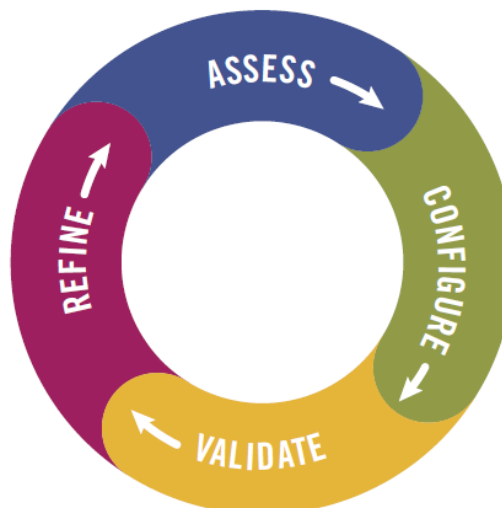
Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both the City and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that the City and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where the City's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.



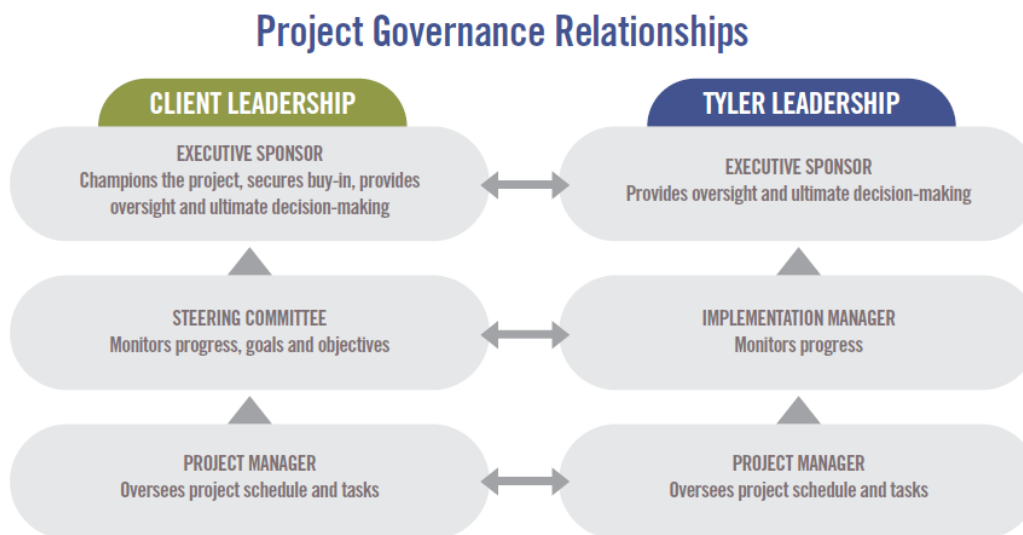
Part 2: Project Foundation

2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

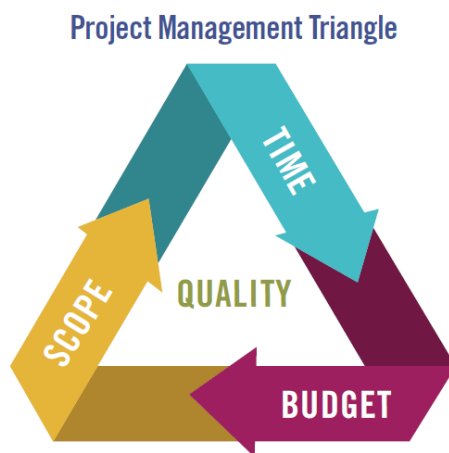
The chart below illustrates an overall team perspective where Tyler and the City collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the City Steering Committee become the escalation points to triage responses prior to escalation to the City and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The City and Tyler executive sponsors serve as the final escalation point.



3. Project Scope Control

3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the “triple constraints” or project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

3.3 Change Request Management

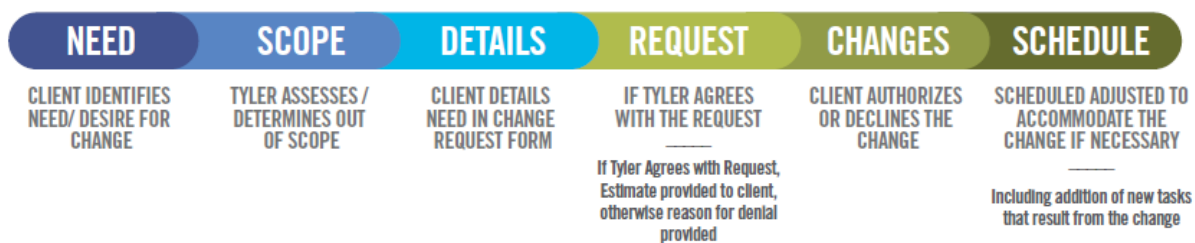
Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to the City; for example, the City may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:



- The nature of the change.
- A good faith estimate of the additional cost or associated savings to the City, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

The City will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and the City). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

Change Request Process



4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each City office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the City will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining City feedback and approval on Project deliverables will be critical to the success of the Project. The City project manager will strive to gain deliverable and decision approvals from all authorized City representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each City department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The City shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the City does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the City does not agree the Deliverable or Control Point meets requirements, the City shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The City shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the City does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for the City and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the City, but are roles defined within the Project. It is common for individual resources on both the Tyler and City project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.



5.1.1 Tyler Executive Manager

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the City's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to the City's executive sponsor.

5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with City management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk, and issue management, and is the primary point of contact for all Project related items. As requested by the City, the Tyler Project Manager provides regular updates to the City Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by the City project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.
- Collaborates with the City project manager(s) to plan and schedule Project timelines to achieve on-time implementation.



5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to the City any items that may impact the outcomes of the Project.
- Collaborates with the City 's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with the City 's project manager(s) to set a routine communication plan that will aide all Project team members, of both the City and Tyler, in understanding the goals, objectives, status, and health of the Project.

5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides the City through software validation process following configuration.
- Assists during Go-Live process and provides support until the City transitions to Client Services.
- Facilitates training sessions and discussions with the City and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).
- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.



- Provides technical training.
- Conducts GIS Planning.
- Reviews GIS data and provides feedback to the City.
- Loads City provided GIS data into the system.

5.1.7 Tyler SaaS Technicians

- Sets up Tyler-hosted servers.
- Provides maintenance of hosted server hardware, operating system, and software upgrades.
- Provides IT-related services for server environment.
- Provides remote technical assistance and tracks issues.
- Provides system management and disaster recovery services within hosting services.
- Performs Tyler software upgrades through coordination with the City.

5.1.8 Tyler Data Experts

- Validates that customer data files are in proper format.
- Develops customized conversion programs, as necessary, to convert Legacy System data into the Tyler database for production use according to defined mapping.
- Provides error Reports on unsupported data conditions and the merging or normalization of data fields.
- Assists the City with understanding and interpreting error Reports.
- Performs changes and corrections to customized conversion programs as the City completes the data review.
- Provides conversion consulting and mapping assistance.

5.2 City Roles & Responsibilities

City resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

5.2.1 City Executive Sponsor

The City executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the City steering committee, project manager(s), and functional leads to make critical business decisions for the City.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

5.2.2 City Steering Committee

The City steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the City project manager and Project through participation in regular internal meetings. The City steering



committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The City steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
 - Cost
 - Scope
 - Schedule
 - Project Goals
 - City Policies
 - Needs of other client projects

5.2.3 City Project Manager

The City shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. The City Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the City project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. The City project manager(s) are responsible for reporting to the City steering committee and determining appropriate escalation points.

5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for the City project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.



- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both the City staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all City resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to City technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.4 City Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to the City project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - Task completion
 - Stakeholder Meeting
 - Project Management Plan development



- Schedule development
- Maintenance and monitoring of risk register
- Escalation of issues
- Communication with Tyler project team
- Coordination of City resources
- Attendance at scheduled sessions
- Change management activities
- Modification specification, demonstrations, testing and approval assistance
- Data analysis assistance
- Decentralized end user training
- Process testing
- Solution Validation

5.2.5 City Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on the City business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to the City staff during and after implementation.
- Participate in conversion review and validation.

5.2.6 City End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

5.2.7 City Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for City third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.



- Extracts and transmits conversion data and control reports from the City's legacy system per the conversion schedule set forth in the project schedule.

5.2.7.1 City GIS

- Participates in GIS planning activities.
- Responsible for management and maintenance of City GIS infrastructure and data.
- Ensures GIS data/service endpoints are in alignment with Tyler software requirements.
- Provides Tyler implementation team with GIS data/service access information.

5.2.7.2 City Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the City's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with City and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 City Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.



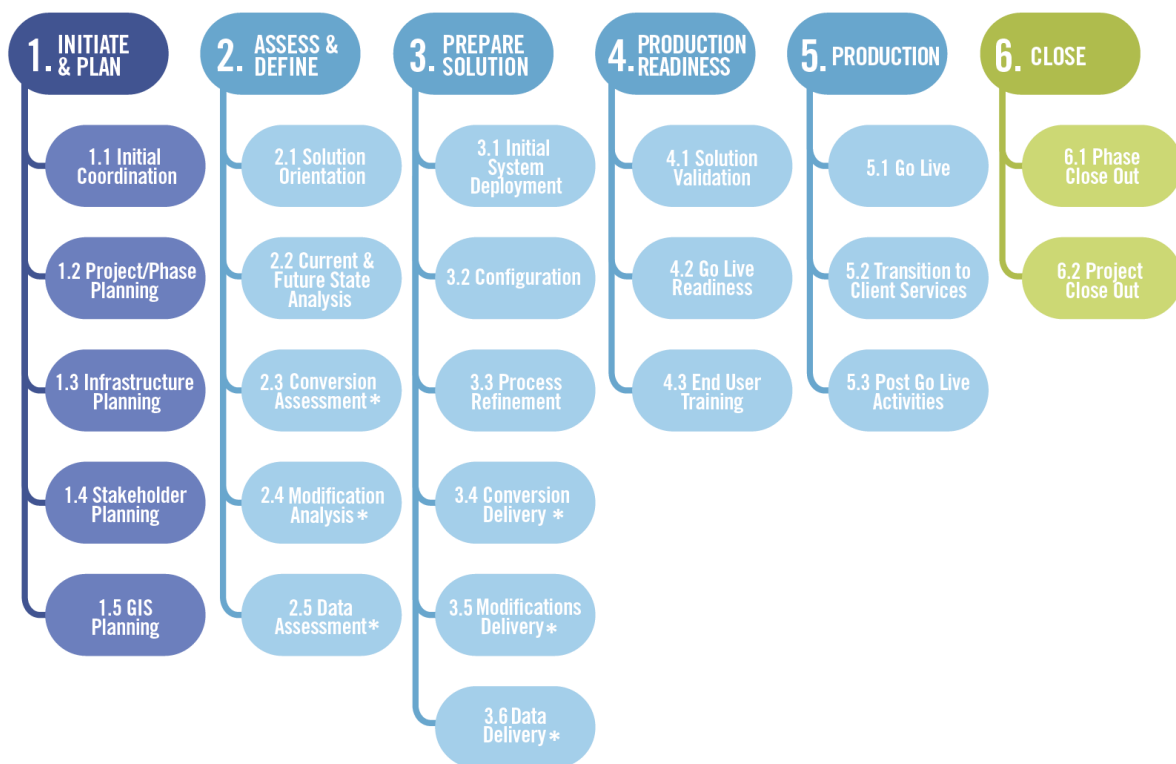
Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “Work Packages”. The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a “Control Point”, confirming the work performed during that stage of the Project has been accepted by the City.

Work Breakdown Structure (WBS)



**Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as “Intentionally Left Blank” in Section 6 of the Statement of Work.*



6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides the City with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. the City gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the City's team. During this step, Tyler will work with the City to establish the date(s) for the Project and Phase Planning session.

Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify City project team.

STAGE 1	Initial Coordination																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
City project team is assigned									A	I	R	I	I	I			
Provide initial project documents to the City		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						
Create Project Portal to store project artifacts and facilitate communication		A	R								I						



Inputs	Contract documents
	Statement of Work
Outputs/Deliverables	Completed initial project documents
	Project portal

Work package assumptions:

- Project activities begin after the agreement has been fully executed.

6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with the City to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all City Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to the City's Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the City Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the City with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

STAGE 1	Project/Phase Planning																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Schedule and conduct planning session(s)		A	R						I		C	C	I				



Develop Project Management Plan		A	R						I			C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C			I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Project Management Plan	Delivery of document
	Project Operational Plan	Delivery of document
	Initial Project Schedule	City provides acceptance of schedule based on resource availability, project budget, and goals.

Work package assumptions:

- City has reviewed and completed the Guide to Starting Your Project document.

6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. This task is important for both on-premise and Tyler-hosted/SaaS deployment models; however, the responsibility to execute the tasks discussed here will differ depending on the model required for specific applications and suites (please see your Investment Summary for details). Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. The City is responsible for the installation and setup of all peripheral devices.

Objectives:

- Ensure the City's infrastructure meets Tyler's application requirements.
- Ensure the City's infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Provide Infrastructure Requirements and Design Document		A	R		C		C				I						I



Initial Infrastructure Meeting		A	R		C		C				C						C
Schedule SaaS Environment Availability		A	R				C				I						
Schedule Hardware to be Available for Installation (where applicable)			I				I		A		R						C
Schedule Installation of All Tyler Software		A	R				C				I						I
Infrastructure Audit		A	R				C				I						C

Inputs	1. Initial Infrastructure Requirements and Design Document
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	1. Completed Infrastructure Requirements and Design Document	Delivery of Document
	2. Infrastructure Audit	System Passes Audit Criteria

6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the City Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the City team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stakeholder Meeting																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				
Review Stakeholder Meeting Presentation		I	C						A		R		C				
Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I



Inputs	Agreement										
	SOW										
	Project Management Plan										

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables										
	Stakeholder Meeting Presentation										

Work package assumptions:

- None

6.1.5 GIS Preparation

GIS data is a core part of many Tyler applications. Other City offices/products may also use this data and have different GIS requirements. A key focus of this preparation will be the process for developing the GIS data for use with Tyler applications. This can be an iterative process, so it is important to begin preparation early.

Objectives:

- Identify all City GIS data sources and formats.
- Tyler to understand the City's GIS needs and practices.
- Ensure the City's GIS data meets Tyler product requirements.

STAGE 1	GIS Preparation														
	Tyler								City						
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads
Initial GIS Planning Meeting		A	R				C				C				C
Determine all GIS Data Sources			I				I		A		R				C
Provide Source GIS Data			I				I		A		R				C
Review GIS Data and Provide Feedback		A	R				C				I				C

Inputs	GIS Requirements Document										
--------	---------------------------	--	--	--	--	--	--	--	--	--	--

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables										
------------------------	---	--	--	--	--	--	--	--	--	--	--



	Production Ready Map Data	Meets Tyler GIS Requirements.
--	---------------------------	-------------------------------

Work package assumptions:

- GIS data provided to Tyler is accurate and complete.
- GIS data provided to Tyler is current.
- City is responsible for maintaining the GIS data.

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler's receipt of this stage acceptance.

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to the City
- Stakeholder meeting complete
- GIS Data Production Ready
- Completed Infrastructure Requirements and Design Document
- System Passes Infrastructure Audit (as applicable)

6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current City business processes. This information will be used to identify and define business processes utilized with Tyler software. The City collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on City team knowledge transfer such as: eLearning, documentation, or walkthroughs. The City team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.

Objectives:



- Provide a basic understanding of system functionality.
- Prepare the City for current and future state analysis.

STAGE 2	Solution Orientation																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

The City and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The City will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the City's responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget, and resource availability.

STAGE 2	Current & Future State Analysis														
	Tyler								City						



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	City current state documentation
	Solution Orientation completion

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document

Work package assumptions:

- City attendees possess sufficient knowledge and authority to make future state decisions.
- The City is responsible for any documentation of current state business processes.
- The City can effectively communicate current state processes.

6.2.3 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler's conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing ("legacy") system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

Objectives:

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.



STAGE 2	Data Conversion Assessment																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

Inputs	City Source data
	City Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	City Acceptance of Data Conversion Plan, if Applicable

Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with the City representatives to identify business rules before writing the conversion.
- City subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

6.2.4 Intentionally left blank.

6.2.5 Intentionally left blank.

6.2.6 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.



- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the City against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Software and environments. Delays in executing this work package can affect the project schedule.

Objectives:

- The City's hardware is available and set up appropriately to meet Tyler's requirements (if applicable).
- All Tyler software is deployed and operational.
- The City can access the software.

STAGE 3	Initial System Deployment (Hosted)																
	Tyler							City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Review Purchased Hardware			A				R				I						C
Prepare hosted environment (where applicable)			A				R				I						C
Setup/Prepare Hardware for Deployment for Included Environments			I				C				A						R
Install Tyler Software with Initial Database on			A				R				I						C



Server(s) for Included Environments																	
Install Tyler Software on City Devices (if applicable)			I				C				A						R
Tyler System Administration Training (if applicable)			A				R				I						C

Inputs	Hardware is Procured and Made Available to Tyler
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Tyler Software is deployed	Software is accessible
	Tyler Software is Installed on City devices (if applicable)	Software is accessible
	Installation Checklist/System Document	System Passes
	Infrastructure Design Document (if applicable)	

Work package assumptions:

- The most current available version of the Tyler Software will be installed.
- The City will provide network access for Tyler modules, printers, and Internet access to all applicable City and Tyler Project staff.

On-Premise (where applicable):

- The City has procured sufficient hardware by the agreed upon timeline.
- The procured hardware and software meets Tyler requirements to ensure sufficient speed and operability of Tyler Licensed Software. Tyler will not support the use of Licensed Software if the City does not meet minimum standards of Tyler's published specifications.
- The City has in place and keeps up to date all hardware, software, and technical infrastructure necessary to support the solution.

6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with the City to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. The City collaborates with Tyler staff iteratively to validate software configuration.

Objectives:

- Software is ready for validation.
- Educate the City Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).



STAGE 3	Configuration																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct configuration training			A	R							I	C		C			
Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			
Complete City configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	N/A

Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. The City is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

Tyler will educate the City users on how to execute processes in the system to prepare them for the validation of the software. The City collaborates with Tyler staff iteratively to validate software configuration options to support future state.

Objectives:

- Ensure that the City understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.



- Validate forms and reports, where applicable.

STAGE 3	Process Refinement																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Conduct process training			A	R							I	C	I	C			
Confirm process decisions			I	C						A	R	C	I	C			
Test configuration			I	C							A	R		C			
Refine configuration (City Responsible)			I	C							A	R		C			
Refine configuration (Tyler Responsible)			A	R							I	I		I			
Validate interface process and results			I	C			C				A	R		C			C
Update City-specific process documentation (if applicable)			I	C							A	R		C			
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed City-specific process documentation (completed by City)	

Work package assumptions:

- None



6.3.4 Conversion Delivery

The purpose of this task is to transition the City’s data from their source (“legacy”) system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the City will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the City to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.



Objectives:

- Data is ready for production (Conversion).

STAGE 3	Data Delivery & Conversion																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
			A	C	R						I	I		I			
Provide data crosswalks/code mapping tool																	



Populate data crosswalks/code mapping tool			I	C	C						A	R		C			
Iterations: Conversion Development			A	C	R						I						I
Iterations: Deliver converted data			A		R		I				I						I
Iterations: Proof/Review data and reconcile to source system			C	C	C						A	R		C			C

Inputs	
	Data Conversion Plan
	Configuration

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	N/A
	Conversion Iterations / Reviews Complete	Conversion complete, verified, and ready for final pass

Work package assumptions:

- The City will provide a single file layout per source system as identified in the investment summary.
- The City subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The City project team will be responsible for completing the code mapping activity, with assistance from Tyler.

6.3.5 Intentionally left blank.

6.3.6 Intentionally left blank.

6.3.7 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Updated solution design document (Socrata only).
- Prioritized data sets for review in Tyler system (Socrata only).



- Conversion iterations and reviews complete.

Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

6.4 Production Readiness

Activities in the Production Readiness stage will prepare the City team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the City to review the status of the project and the organizations readiness for go-live.

6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that the City verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure the City organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)



Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Solution Validation Report	City updates report with testing results

Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

6.4.2 Go-Live Readiness

Tyler and the City will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the City has considered its ability to successfully Go-Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and the City will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-Live Readiness																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A				R				C						C



Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to the City

Work package assumptions:

- None

6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Train the Trainer: Tyler provides one occurrence of each scheduled training or implementation topic. City users who attended the Tyler sessions may train additional users. Additional Tyler led sessions may be contracted at the applicable rates for training.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop City specific business process documentation. City-led training labs using City specific business process documentation if created by the City can be added to the regular training curriculum, enhancing the training experiences of the end users.

Objectives:

- End users are trained on how to use the software prior to go-live.
- The City is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (City-led)			C	C							A	R	I	C	C	C	

Inputs	Training Plan
	List of End Users and their Roles / Job Duties



Configured Tyler System		
Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	End User Training	City signoff that training was delivered

Work package assumptions:

- The City project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with the City as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of City departments.
- The City will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler’s receipt of the stage acceptance.

Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and checklist.
- End user training.

Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the City will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with the City to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, the City and Tyler will complete work assigned to prepare for Go-Live.

The City provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, the City manually enters any data added to the Legacy System after final data extract into the Tyler system.



Tyler staff collaborates with the City during Go-Live activities. The City transitions to Tyler software for day-to-day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

Objectives:

- Execute day to day processing in Tyler software.
- City data available in Production environment.

STAGE 5	Go-Live																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	City confirms data is available in production environment

Work package assumptions:

- The City will complete activities documented in the action plan for Go-Live as scheduled.



- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The City business processes required for Go-Live are fully documented and tested.
- The City Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The City Project Team and Power User's provide business process context to the end users during Go-Live.
- The Tyler Go-Live support team is available to consult with the City teams as necessary.
- The Tyler Go-Live support team provides standard functionality responses, which may not be tailored to the local business processes.

6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of the City onto the Tyler Client Services team, who provides the City with assistance following Go-Live, officially transitioning the City to operations and maintenance.

Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to the City teams for key processes and subject areas.

STAGE 5	Transition to Client Services																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Transfer City to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	



Work package assumptions:

- No material project issues remain without assignment and plan.

6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

Objectives:

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

Work package assumptions:

- System is being used in a live production state.

6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:



- Advancement to the Close stage is not dependent upon Tyler's receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. The City transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of the City for systems implemented in the Phase.

Objectives:

- Agreement from Tyler and the City teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	City
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads



	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	Contract
	Statement of Work
	Project artifacts

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Final action plan (for outstanding items)	
	Reconciliation Report	
	Post Phase Review	

Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time the City may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to the City teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to City and Tyler leadership	I	A	R						I	I	C						



- Tyler will provide a written agenda and notice of any prerequisites to the City project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, the City is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring the City to make process changes.
- The City is responsible for defining, documenting, and implementing their policies that result from any business process changes.

7.2 Organizational Change Management

Unless otherwise contracted by Tyler, City is responsible for managing Organizational Change. Impacted City resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted City resources understand the value of the change, and why they are being asked to change.

7.3 Resources and Scheduling

- City resources will participate in scheduled activities as assigned in the Project Schedule.
- The City team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the City will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- The City will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- The City makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- The City will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The City will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- The City is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.



- Tyler will work closely with the City representatives to identify business rules before writing the conversion. The City must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.
- The City will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The City Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- The City is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

7.5 Facilities

- The City will provide dedicated space for Tyler staff to work with City resources for both on-site and remote sessions. If Phases overlap, City will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The City will provide staff with a location to practice what they have learned without distraction.



8. Glossary

Word or Term	Definition
Acceptance	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
Accountable	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
Application	A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user.
Application Programming Interface (API)	A defined set of tools/methods to pass data to and received data from Tyler software products
Agreement	This executed legal contract that defines the products and services to be implemented or performed.
Business Process	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
Business Requirements Document	A specification document used to describe Client requirements for contracted software modifications.
Change Request	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
Change Management	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
Code Mapping [where applicable]	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
Consulted	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
Control Point	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
Data Mapping [where applicable]	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
Deliverable	A verifiable document or service produced as part of the Project, as defined in the work packages.
Go-Live	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
Informed	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]



Infrastructure	The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software.
Interface	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
Integration	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
Legacy System	The software from which a client is converting.
Modification	Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
On-site	Indicates the work location is at one or more of the client's physical office or work environments.
Organizational Change	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
Output	A product, result or service generated by a process.
Peripheral devices	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
Phase	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
Project	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
RACI	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
Remote	Indicates the work location is at one or more of Tyler's physical offices or work environments.
Responsible	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
Scope	Products and services that are included in the Agreement.



Solution	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
Standard	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities, services, and Deliverables.
System	The collective group of software and hardware that is used by the organization to conduct business.
Test Scripts	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
Training Plan	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program, or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
Work Package	A group of related tasks within a project.



Part 4: Appendices

9. Conversion

9.1.1 Court Case Management - Standard

- Name Information (Defendant, Address, Physical Attributes, Identification Numbers, Phone Numbers)
- Vehicle Information (Tag Number, Make, Model, Style, Color, VIN)
- Officer Information (Officer Name, Badge Number, Rank, Email)
- Offense Code Information (Offense Code, Offense Description, Statute/Ordinance)
- Case Information (Citation Number, Case Officer, Violation Date, Violation Location, PD Case Number, Docket Number, Comments)
- Witness Information (Witness Type, Subpoena Date)
- Disposition Information (Case Status, Plea, Judge, Court Location, Conviction Date, Plea Date, Attorney)
- Conversion History Information (Read only format)
- Payment Information (Fines/Fees assessed, Fines/Fees Paid, Non-Cash payments, Receipt Number, Payment Date, Payment Amount)
- Warrant Information (Warrant Type, Issue Date, Served Date, Canceled/Recalled Date, Region Number, Status, Comments, Officer Assigned) – available only when associated with a citation
- Bond Information (Bond Type, Posted Date, Applied/Refunded/Forfeited Date, Bond Number, Posted By, Bond Amount, Status)
- Payment Plan Information (Initial Payment Amount, Payment Date, Next Payment Date, Next Payment Amount) - Tyler will need a copy of the Payment Plan data to determine if the data is clean enough to convert.

9.2 Munis Conversion Summary

9.2.1 Accounting COA

- Chart of Accounts segments, objects, character codes, project codes (if applicable), organization codes (if applicable), control accounts budget rollups, fund attributes, due to/due from accounts
- Requires the use of a Tyler provided spreadsheet for design and entry of the data to be converted

9.2.2 Accounting - Actuals

- Summary account balances
- Up to 3 years

9.2.3 Accounting - Budgets

- Original budget, budget adjustments, revised budget summaries for accounts
- Up to 3 years

9.2.4 Accounts Payable Master

- Vendor Master file including names, addresses, SSN/FID, contacts, phone numbers
- Multiple remittance addresses



- Year-to-date 1099 amounts

9.2.5 Accounts Payable - Checks

- Check header data including vendor, warrant, check number, check date, overall check amount, GL cash account and clearing information
- Check detail data including related document and invoice numbers for each check
- Up to 5 years

9.2.6 Accounts Payable - Invoices

- Invoice header data containing general information for the invoice
- Invoice detail data containing line-specific information for the invoice
- Up to 5 years

9.2.7 Capital Assets Master

- Asset description, status, acquisition quantity, date and amount, codes for asset class, subclass, department, custodian, flags for capitalization and depreciation, estimated life, serial number, model, model year, depreciation method, life-to-date depreciation amount, last depreciation date, disposal information (if any), purchase information, if any (vendor, PO, Invoice)

9.2.8 Purchase Orders

- Open purchase orders header data including vendor, buyer, date, accounting information, etc.
- Open purchase orders detail data including line item descriptions, quantities, amounts, etc.

9.2.9 Utility Billing

- Account Master data including previous and current customer owner information- address info, phone, fax, SSN number, FID number, account status, parcel number, location street, apartment, city, state, zip, book number, read sequence, account start and end date, EFT bank information

9.2.10 Utility Billing –Services

- Current service codes, service status, type, factor, condo units, bill cycle codes, , current deposits held on account including unpaid deposit amounts, winter usage, current meter(s) associated with service, meter readings(current and previous), meter usage (current and previous) and sales tax information.

9.2.11 Utility Billing –Assessments

- Assessments are improvement costs that are spread across to property owner
- Utility Billing conversion option 4 (balance forward AR) must also be purchased in order to convert assessments

9.2.12 Utility Billing –Consumption History

- History of meter readings, usage, read dates, usage days, bill amounts, bill dates, read codes
- Up to 5 years



9.2.13 Utility Billing –Balance Forward AR

- Account balance forward information converted as total amount due. If the City's business practices require current due and past due bills this can be broken into three balance forward bills (current balance due and up to two past due balance bills). These can be converted to one balance forward charge code or separate balance forward charge codes and converted to the account/customer if the City's legacy data contains this information.
- If late penalties will be applied in Munis after the conversion, balance forward amounts must be converted by charge code

9.2.14 Utility Billing – Work Orders

- Work Orders data associated with accounts, including meter repairs, checks for leaky meter, reread a meter due to high reading

9.2.15 Utility Billing –Backflow

- Account information, backflow device information, backflow type, and backflow violations

9.2.16 Utility Billing –Budget Billing

- Converts information for budget average billing by account, customer and service. Legacy data must include: calculated budget amount by service; number of periods remaining until plan renews; budget plan balance/credit amount, broken out by service/customer; additional amortized amount by service.

9.2.17 Utility Billing –Flat Inventory/Containers

- Inventory for non-metered items tied to recurring service billing – flat rate is tied to inventory item(s)/item type(s) (vs consumption/usage). Trash/recycling containers, dumpsters, roll off containers, light poles, cable/internet equipment.

9.2.18 Asset Maintenance – Work Order Assets

- Asset Maintenance tables for all work order asset types. These tables contain the detail of the asset based on the type e.g., Equipment, infrastructure, fleet etc.

9.2.19 Asset Maintenance – Closed Work Order History No Cost Data

- Work Order History with no cost data, this is the basic work order information, the work order number, comments, contacts, description, user defined fields.

9.2.20 Asset Maintenance – Work Order History with Cost Data

- Work Order History with cost data, everything included in option 2 but integrated with several other Munis modules such as Inventory or Payroll, linking employee numbers, customer number, Inventory items, etc.

9.2.21 Tyler 311 – Historical Requests

- Up to 5 years of historical requests including requests, people, locations, investigations and tasks.



9.2.22 Tyler 311 – Open Requests

- Open requests not linked to other Products/modules such as EG. This will include requests, people, locations investigations and tasks.



10. Additional Appendices

10.1 Brazos eCitation Appendix

10.1.1 Items included in Project

- Interface to OSSI

10.1.2 Brazos eCitation Key Project Assumptions

- The City and Tyler shall review their responsibilities before work begins to ensure that Services can be satisfactorily completed.
- The City will provide Tyler with access to its equipment, systems, and personnel to the extent needed to complete the defined Services.
- The City will provide work space for Tyler Services for work completed on City premises.
- Tyler shall initially implement the most current version of the Tyler software at the time of the contract signing. During the implementation, Tyler will provide newer releases of the software that meet or exceed the version available at contract signing.
- The City will maintain primary responsibility for the scheduling of City employees and facilities in support of project activities.
- The City shall provide Tyler with network access for remote installation and testing through industry standards such as Virtual Private Network (VPN) or other secure access methods.
- The City will allow users unauthenticated access the following web addresses to ensure adequate access to system resources:
 - 72.32.135.120 (syncsvc.Brazos eCitationtech.com) (ports 80 and 443)
 - 72.32.135.125 (syncsvc2.Brazos eCitationtech.com) (ports 80 and 443)
 - 98.129.131.213 (Reports2014.Brazos eCitationtech.com) (ports 80 and 443)
 - 72.32.135.124 (www.Brazos eCitationtech.com) (ports 80 and 443)
 - 72.32.135.122 (my.Brazos eCitationtech.com) (ports 80 and 443)
 - 207.182.213.55 (Brazos eCitationsupport.tylertech.com) (ports 80 and 443)
- The City will provide/purchase/acquire the appropriate hardware, software and infrastructure assets to support all purchased Tyler software products in both support/testing and production environments.
- The City is responsible for proper site preparation, hardware, software, and network configuration in accordance with Tyler specifications.
- The City has, or will provide, access licenses and documentation of existing system to any 3rd party system software which Tyler will be required to read, write or exchange data.
- The City has, or will provide, a development/testing environment for data conversion and interface testing as they are developed by Tyler.
- Tyler shall be responsible for implementing a functioning version of the application software (assuming the City has installed the proper hardware, software, and networking devices).
- All deliverables and timelines assigned to the City will be held to the same standards of delivery as those assigned to Tyler Technologies.
- Installation of Hardware required in County Vehicles shall be completed by the participating agencies Personnel and facilities. They may decide to purchase mounts on their own or opt to purchase from Tyler.
- The City will deploy initially on 11 PDAs.
- Deployment of the Tyler Brazos eCitation ECS for the City will utilize the existing Tyler hosted server environment.



- All City personnel involved in the Project will participate fully in the training provided by Tyler Technologies.
- Setup of 3rd party hardware (printers) will be handled by the participating agency staff and Tyler will provide the initial documentation/training. (If necessary)
- If an Interface to any CMS / RMS / Device systems are included in this Phase of the project, it should be reflected in the contract, and will include the synchronization of tables/files.

10.1.3 Out of Scope

- **Custom interfaces.** Custom interfaces involve the development of a standard, repeatable process for transferring information into or out of the Tyler software. These interfaces may take the form of a user-initiated import/export program, an API, or a web service. There are no custom interfaces included in the scope of the agreement unless detailed in the included Investment Summary.
- **Custom reports.** Custom reports involve the development of new reports that are not offered as part of the standard reporting package and modifications to existing reports. There are no custom reports included in the scope of the agreement unless detailed in the Investment Summary.
- **Undocumented requirements.** Undocumented requirements include requirements not specified in this Statement of Work and associated attachments.
- **Post System Acknowledgement Configuration.** System Acknowledgement requirements are met at the completion of End User Training and User Acceptance Testing stage. Any changes requested of the Tyler implementation team to alter the configuration, post acknowledgement of these milestones, must be documented through a Change Order and may incur additional time and/or costs. The City may have access to built-in configuration tools, so, when available, is free to reconfigure or create a new configuration as required or desired. If assistance using these tools is required, additional change orders may apply.

10.2 Intentionally left blank.



11. Project Timeline

11.1 Project Timeline

The Project Timeline establishes a target start and end date for each Phase of the Project. The timeline needs to account for resource availability, business goals, size and complexity of the Project, and task duration requirements. These will be reviewed and adjusted, if needed, during the Initiate and Plan Stage. Refer to the Project Stages section of this SOW for information on work packages associated with each stage of the implementation.

The following dates may be revised based on the date the Agreement is signed and further refined during the course of the project. Tyler requires up to forty-five (45) days to move from Agreement signing to the Initiate & Plan Stage.

Phase	Functional Areas	Modules	Start Date	Go-Live Date
1	Financials	<ul style="list-style-type: none"> • Accounting / General Ledger • Accounts Payable • Budgeting • Capital Assets • Cash Management • Contract Management • Inventory • Project & Grant Accounting • Purchasing • eProcurement • Accounts Receivable • General Billing • Tyler Cashiering • Socrata Open Finance 	Apr 2022	Jan 2023
	System Wide & Implemented in other Phases as applicable	<ul style="list-style-type: none"> • Munis Analytics & Reporting <ul style="list-style-type: none"> ○ Tyler Reporting Services ○ Munis Office ○ HUB • Tyler ReadyForms Processing • Tyler Content Manager SE 		
2	Court	<ul style="list-style-type: none"> • Criminal Court Case Management • Cashiering • Court Payment Import Interface • Court/Police Interface • Jury Data Import • Output Director • Defense Attorney Portal • Virtual Court • Online Jury Component • Online Record Search 	June 2022	June 2023



Phase	Functional Areas	Modules	Start Date	Go-Live Date
		<ul style="list-style-type: none"> • Dallas Regional Warrant Interface • Tyler Jury Module • TX Omnibase Non-Compliance • AP Interface to Munis • GL Interface to Munis • Collection Agency Export Interface 		
3	Utility Billing	<ul style="list-style-type: none"> • Utility Billing • Citizen Self Service • Tyler GIS • Tyler Cashiering 	Aug 2022	Aug 2023
4	Brazos e-Citations	<ul style="list-style-type: none"> • Brazos e-Citation Suite • Interface to OSSl • eCitation Rapid Extension Framework (PDA) 	Aug 2022	Oct 2023
5	Enterprise Asset Management	<ul style="list-style-type: none"> • Asset Maintenance • Asset Performance • Tyler 311/Incident Management 	Jun 2023	Feb 2024



CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting

4.

Meeting Date: 03/28/2022

Policy Statement: This request supports the City Council 2021-2022 Policy Agenda

Goal(s): Financially Sound Government
Sound Infrastructure

Submitted by: Opal Mauldin-Jones City Manager
Michael Delmore, Director of Finance

Agenda Caption:

Consider a resolution approving the terms and conditions of a professional services agreement with Kreative Core Technologies for implementation service of the Tyler Technologies Enterprise Resource Planning (ERP) system in an amount not to exceed one million, seven hundred seventy-three thousand six hundred, eighty dollars and zero cents. (\$1,773,680.00).

Background:

The City has utilized STW as our ERP-financial software package since circa 1994. In 2020, STW was acquired by Open Gov. Prior to the acquisition, the City experienced superior customer service, system security and timely upgrades which ensured reliability and customer confidence. Open Gov. has introduced a corporate model which requires a system change from an onsite hardware system to a virtual cloud system. Post acquisition we have received inconsistent and unreliable support. In addition, there have been concerns with possible cyber compromise. Our current system will reach end of life and will no longer be supported by Open Gov in September 2023.

City Council received a presentation at the Monday, March 21, 2022, Work Session Meeting.

This is a companion item to the request to approve an agreement with Tyler Technologies.

Operational Considerations:

Kreative Core Technologies will implement the Tyler Technologies Enterprise Resource Planning Software system over a three year period. A key component of the installation will be the migration of the City's financial history with its current software, dating back from 1994 to present.

Legal Considerations:

This resolution and agreement has been reviewed and approved as to form by the City Attorney.

Public Information Considerations:

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

Fiscal Impact:

The project will be funded over three (3) fiscal years and total cost will not exceed \$1,773,680.00.

Options/Alternatives:

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

Recommendation:

Staff recommends approval of the resolution, as presented.

Attachments

Resolution

Exhibit A

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING AN AGREEMENT WITH KREATIVE CORE TECHNOLOGIES, INC. TO PROVIDE PROFESSIONAL SERVICES TO IMPLEMENT THE TYLER TECHNOLOGIES, INC'S ENTERPRISE RESOURCE PLANNING SYSTEM (ERP) IN AN AMOUNT NOT TO EXCEED \$1,773,680.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND ALL NECESSARY ANCILLARY DOCUMENTS AND ESTABLISH AN EFFECTIVE DATE.

WHEREAS, the City of Lancaster Enterprise Resource Planning "ERP" System provides for City-wide integrated transactional processes, and financial management; and

WHEREAS, the City's existing ERP provider has provided notice that the product is approaching end -of- life and will no longer be supported; and

WHEREAS, the City has determined that entering into the proposed Agreement with Kreative Core Technologies will enable the City to better integrate its City-wide financial transactional, tracking and forecasting activities and will provide improved stewardship of municipal resources; and

WHEREAS, the City Council of the City of Lancaster, Texas has reviewed the proposed Agreement and determined it is in the best interest of the City to enter into the Agreement.

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

SECTION 1. The City of Lancaster's Professional Service Agreement with Kreative Core Technologies 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 is hereby in all things approved; and, the City Manager and staff shall implement and execute the procedures and policies adopted therein.

SECTION 2. The City Manager or her designee(s) are hereby authorized to execute the Agreement and all necessary ancillary documents to implement the ERP system, software migration, and implementation program.

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

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 28th day of March, 2022.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: May 02, 2022
- (2) Consultant: Kreative Core Technologies INC., a Texas Corporation, EIN 82-5240300
- (3) Services: Provide Project Management and Technical services to the City of Lancaster Planning for Enterprise Resource Planning (ERP), Implementation, Court Case Management and Brazos E-Citations. Kreative Core will Identify Scope of Work for the Successful Implementation, Stabilization and Adoption of these solutions On Time and to Current Budget.
- (4) Schedule of Services: See Scope of Services Exhibit, which is attached hereto and incorporated herein.
- (5) Agreement Ending Date: June 30, 2024
- (6) Total Agreement Amount: Not to Exceed \$1,773,680,000 for all Services
- (7) City's Manager: Opal Mauldin Jones, City Manager
- (8) Consultant's Project Manager: Andy Bhatnagar
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:

FOR CONSULTANT:

Kreative Core Technologies
14762 Kemps Landing,
Frisco, TX 75035

FOR CITY:

City Managers Office
City of Lancaster
211 N Henry Street
Lancaster, TX, 75146

Attn: , Andy Bhatnagar

Attn: , Opal Mauldin-Jones, City Manager

- (11) Contact Emails:

*CONSULTANT'S PROJECT
MANAGER:*

Andy Bhatnagar

andy.bhatnagar@kreativecoretech.com

CITY MANAGER:

Opal Mauldin -Jones

ojones@lancaster-tx.com

The Agreement for Professional Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

- ☐ Scope of Services Exhibit
- ☐ Project Schedule Exhibit
- ☐ Rates and Costs Exhibit
- ☐ Resource Allocation Exhibit

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is entered into in Dallas County, Texas, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Lancaster ("City") and the person or entity listed as "(2) Consultant" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.
2. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.
3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.
4. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.
5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.
6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: mdelmore@lancaster-tx.com
7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontractors. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.
8. Non-Appropriation of Funds. Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in “(7) City’s Project Manager” on the Cover Page, subject to the direction of the City Manager and Department Director. Consultant hereby designates the person in the position listed in “(8) Consultant’s Project Manager” on the Cover Page as the person responsible for the Services who shall coordinate with City’s Project Manager in making binding decisions in line with this Agreement on behalf of Consultant.

10. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform the Services. Any person who performs engineering services pursuant to this Agreement shall be licensed as a Civil Engineer by the State of Texas and in good standing. Consultant shall make reasonable efforts to maintain the continuity of Consultant’s staff who are assigned to perform the Services. Consultant may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors’ labor, advice or materials provided in furtherance of providing the Services. Should any of Consultant’s employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City’s Project Manager, in the process of providing the Services or any portion thereof, the City’s Project Manager may notify the Consultant’s Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

11. Additional Work. City may request additional specified work under this Agreement. The City’s Project Manager must authorize all such work in writing before commencement. Consultant shall perform such work, and City shall pay for such additional work, in accordance with Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Consultant shall submit a quote for all additional work, which the City’s Project Manager must approve in writing by before any such work may commence. The City shall compensate Consultant for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Consultant did not obtain the City’s Project Manager’s written approval before work commenced, as determined by the City’s Project Manager in his or her sole discretion.

12. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement. Consultant shall include a copy of this Section 12 in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

13. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 45 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 45 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 45 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 30 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Consultant, City shall pay Consultant compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

14. Hold Harmless, Defense and Indemnity.

If Consultant provides any architectural, landscape architectural, engineering or land surveying (“design professional”) services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City’s officials, directors, officers, employees, and agents (collectively, “Indemnitees”) from and against any and all claims, demands, causes of action, damages, injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys’ fees, court

costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, "Claims"), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

If Consultant provides no design professional services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

a. The review, acceptance or approval of Consultant's work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

15. Insurance. Consultant shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the City's Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, before performance of any Services, file with the City's Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide renewal evidence, and any lapse in insurance coverage, may be considered a material breach of this Agreement.

16. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Consultant pursuant to this Agreement ("Documents and Materials") shall be the City's property without restriction or limitation upon its use, duplication or dissemination. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 16.

b. Consultant shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Consultant shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both

situations, if Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of incomplete Documents and Materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant.

d. Consultant warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Consultant shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 16 shall survive the termination of this Agreement.

17. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Consultant or is developed by Consultant in whole or in part at the City's expense.

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Consultant without the written consent of the City, except as may be necessary for Consultant to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Consultant at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Consultant, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Consultant and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Consultant shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Consultant shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Consultant. Any relief granted shall be in addition to and not in lieu of any other legal

or equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any Confidential Information disclosed under this Agreement.

f. This Section 17 shall survive the termination of this Agreement.

18. Independent Contractor. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Consultant wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section 18.

19. Nondiscriminatory Employment. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section 19.

20. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

21. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant

shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

22. Conflict of Interest. If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a “governmental decision” as described in Title 2, Section 18701(a)(2) of the Texas Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement. Furthermore, Consultant shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Consultant “financially interested,” as provided in Texas Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Consultant has been retained pursuant to this Agreement.

23. Fictitious Name. If Consultant has a fictitious name, Consultant shall submit to City a new Fictitious Business Name Statement approved by any Texas county before Consultant’s prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

24. Non-Assignability. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant’s personnel’s unique competence, experience and specialized personal knowledge. Consultant shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City’s prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

25. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant.

26. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of Texas, excluding Texas’s choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

27. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

28. Force Majeure. Neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

29. Authority. Any person executing this Agreement on behalf of Consultant warrants and represents that s/he has the authority to execute this Agreement on behalf of Consultant and to bind it to the performance of these obligations.

30. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

31. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

32. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

33. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

34. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relief to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

35. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

36. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

37. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as “(1) Agreement Start Date” on the Cover Page.

CITY OF LANCASTER

KREATIVE CORE TECHNOLOGIES

☐ Mayor: Clyde C Hairston Date
☐ City Manager: Opal Mauldin Jones
☐ Purchasing Agent: Cheryl Womble

Richie Ralhan, Director ¹ Date

Andy Bhatnagar , Date

ATTEST:

N/A
Angie Arenas, City Secretary Date

APPROVED AS TO FORM:

David Ritter, City Attorney Date

SCOPE OF INITIAL SERVICES EXHIBIT

A. Scope of Work to be Completed

- i. Review department documents, justifications and ambitions.
- ii. Meet virtually with executive sponsors of 3 project tracks. Assert goals, objectives and success factors.
- iii. Discuss initial resourcing requirements.
- iv. Review and analyze the current state

B. Develop project planning framework

- i. Create Sharepoint/TEAMS site for program.
- ii. Create dashboards for project
- iii. Create project artifacts in TEAMS (issues/risks/decision summaries/resource calendar etc.)
- iv. Create baseline project charter framework
 - i. Route framework for approval/sign off.
- v. Create RACI matrix.
 - i. Route RACI for approval.
- vi. Create project management plan
 - i. Route management plan for approval/sign off.
- vii. Create initial project scoping & scope change process.
 - i. Route scope for approval/sign off.
- viii. Create training plan
 - i. Route training plan for approval/sign off.
- ix. Create communication plan
 - i. Route communication plan for approval/sign off.
- x. Create change management plan
 - i. Route change management plan for approval/sign off.
- xi. Create project resource plan(s)
 - i. Route plan framework for approval/sign off.
- xii. Create baseline data conversion plan(s)
 - i. Route plan framework for approval/sign off.
- xiii. Create baseline test plan(s)
 - i. Route test plans for approval/sign off.
- xiv. Create go-live plan
 - i. Route go-live plan for approval/sign off.
- xv. Create integration plan(s)
 - i. Route plan for approval/sign off.
- xvi. Create baseline project implementation plan(s) based on vendor plan.
 - i. Route plans for approval.

C. Formalize project schedule/budget

- i. Formalize major/minor milestones and formal sign off process.
- ii. Identify vendor payment milestones and holdbacks.
- iii. Align resourcing plans to formal project plan.
- iv. Reconcile project resources and schedule against planned absences and vacations.
- v. Identify slack opportunities.
- vi. Obtain resource commitments from executive sponsors.

D. Vendor schedule realignment

- i. Meet with vendors to align resource plan with vendor project plan.

- ii. Update RACI matrix.
 - i. Route RACI matrix for approval.
 - iii. Set expectations and communications via communications plan.
- E. Schedule program kick off and program support.
 - i. Identify set of project cheerleaders along each project track.
 - ii. Update project schedule to include communications/cheerleading plan
 - iii. Identify success plan
- F. Project Execution
 - i. Project will be executed following the PMI (PMBOK) processes.
 - ii. Combination of AGILE, WATERFALL and SCRUM processes will be used.
 - iii. Project assumptions will be outlined in both the charter and within the project plan.
- G. Project Management
 - i. **Project Manager will monitor contract compliance and budget,**
 - ii. Project Manager will work very closely with the City staff and Tyler Project managers to come up with a consolidated master project plan which will include all internal (The City) and external work breakdown structure,
 - iii. Project Manager will be responsible for managing the project plan,
 - iv. Project Manager will work as a Technical and Functional liaison between The City and Tyler,
 - v. Project Manager will act as an escalation point for the City Staff, on any issues related to the ERP Implementation,
 - vi. Project Manager will also act as an OCM lead and provide OCM guidance for training, testing and lead the human side of the organizational change,
 - vii. Assigned Project Manager will clearly define and articulate Risks and recommend Mitigation to those tasks,
 - viii. Management of weekly status meetings with Tyler,
 - ix. Coordination of City and vendor staff schedules for all activities related to implementation,
 - x. Weekly status updates to administration, and,
 - xi. Other beneficial activities at the Professional's discretion and as time allows.
- H. Technical Services
 - i. Technical Services such as Data Conversion support, Developing Integrations, reporting support will be provided to City of Lancaster on as needed basis but not to exceed the allocated number of resources / amounts defined in the schedule of the services

Onsite work shall be coordinated with City Project Manager at least 3 business days prior to arrival at the City of Lancaster to ensure availability of City staff and maximize effectiveness of time.

Consultant shall adhere to all Federal, State and Local mandates regarding COVID-19 protocols, including and not limited to wearing a mask as directed while present at City Hall or other City locations.

Draft and Final Project Management Plans shall provide sufficient detail and supporting analysis to justify recommendations and include best practice project management techniques and tools to effectively communicate rationale for why and how recommendations have been generated. All project artifacts and planning documents become the sole property of the City of Lancaster.

PROJECT SCHEDULE EXHIBIT

Below is the project schedule identified and agreed with City of Lancaster, Any slippage in schedule that would cause delay to the project, Kreative Core Technologies may request a change request for additional consulting hours to complete the project.

FY-1					FY-2												FY-3													
May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24					
Financials																														
							Utility Billing																							
																	EAM													
					COURTS																									
							BRAZOS																							

RESOURCE ALLOCATION EXHIBIT

Below is the resource allocation for the Program implementation based on the agreed schedule, changes to te allocation may result in additional hours of time required to complete the implementation successfully. Kreative Core Technologies may request a change request for additional consulting hours to complete the project.

	Resource Allocation Monthly basis																									
Allocated Resources	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24
Project Manager	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Project Manager						100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%					
Technical Resource				25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%
Technical Resource	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
Technical Resource						25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%					

RATES AND COSTS EXHIBIT

Consultant shall provide invoices monthly / Biweekly.

City requires Andy Bhatnagar to act as primary consultant for this project and shall require its written and explicit approval of any substitutions during the term of this agreement.

Additional Consultant hours will be based at an hourly rate of \$175.00 or part thereof.

Consultant shall track time at lowest of ¼ hour increments.

Reasonable travel expenses will be reimbursed subject to support with receipts. Airline tickets shall be reimbursed at economy class only, and car and hotels shall be reimbursed at reasonable local rates as supported by appropriate receipts.

Consultant hours will be billed based on the actual accruals of hours by each resource. Below is the predicted payment schedule by resource.

	Monthly Cost Breakdown																									
	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24
Monthly Billable Amount	\$39,600.00	\$39,600.00	\$37,800.00	\$48,300.00	\$46,200.00	\$72,095.00	\$74,735.00	\$86,615.00	\$86,615.00	\$80,255.00	\$89,795.00	\$80,255.00	\$89,795.00	\$86,615.00	\$83,435.00	\$89,795.00	\$83,435.00	\$86,615.00	\$86,615.00	\$83,435.00	\$77,375.00	\$44,100.00	\$44,100.00	\$46,200.00	\$48,300.00	\$42,000.00
Project Manager	\$26,400.00	\$26,400.00	\$25,200.00	\$27,600.00	\$26,400.00	\$25,200.00	\$26,400.00	\$26,400.00	\$26,400.00	\$24,000.00	\$27,600.00	\$24,000.00	\$27,600.00	\$26,400.00	\$25,200.00	\$27,600.00	\$25,200.00	\$26,400.00	\$26,400.00	\$25,200.00	\$27,600.00	\$25,200.00	\$25,200.00	\$26,400.00	\$27,600.00	\$24,000.00
Project Manager						\$11,340.00	\$11,880.00	\$23,760.00	\$23,760.00	\$21,600.00	\$24,840.00	\$21,600.00	\$24,840.00	\$23,760.00	\$22,680.00	\$24,840.00	\$22,680.00	\$23,760.00	\$23,760.00	\$22,680.00	\$12,420.00					
Technical Resource				\$6,900.00	\$6,600.00	\$6,300.00	\$6,600.00	\$6,600.00	\$6,600.00	\$6,000.00	\$6,900.00	\$6,000.00	\$6,900.00	\$6,600.00	\$6,300.00	\$6,900.00	\$6,300.00	\$6,600.00	\$6,600.00	\$6,300.00	\$6,900.00	\$6,300.00	\$6,300.00	\$6,600.00	\$6,900.00	\$6,000.00
Technical Resource	\$13,200.00	\$13,200.00	\$12,600.00	\$13,800.00	\$13,200.00	\$12,600.00	\$13,200.00	\$13,200.00	\$13,200.00	\$12,000.00	\$13,800.00	\$12,000.00	\$13,800.00	\$13,200.00	\$12,600.00	\$13,800.00	\$12,600.00	\$13,200.00	\$13,200.00	\$12,600.00	\$13,800.00	\$12,600.00	\$12,600.00	\$13,200.00	\$13,800.00	\$12,000.00
Technical Resource						\$16,655.00	\$16,655.00	\$16,655.00	\$16,655.00	\$16,655.00	\$16,655.00	\$16,655.00	\$16,655.00	\$16,655.00	\$16,655.00	\$16,655.00	\$16,655.00	\$16,655.00	\$16,655.00	\$16,655.00						

A modern office interior with large windows and pendant lights. The left side of the image is covered by a blue semi-transparent overlay where the text is located. The right side shows a polished floor, a wooden wall, and two black pendant lights hanging from the ceiling.

Kreative Kore Technologies

Project Management & Functional Support Services Proposal For City of Lancaster, TX Enterprise Resource and Planning Implementation

11/30/2021

Statement of Confidentiality & Non-Disclosure

This bid proposal contains proprietary and confidential information. All data submitted to the County of Dallas, Department of Management, is provided in reliance upon its consent not to use or disclose any information contained herein except in the context of its business dealings with Kreative Core Technologies. The recipient of this document agrees to inform its present and future employees and partners who view or have access to the document's content of its confidential nature.

The recipient agrees to instruct each employee that they must not disclose any information concerning this document to others except to the extent that such matters are generally known to, and are available for use by, the public. The recipient also agrees not to duplicate or distribute or permit others to duplicate or distribute any material contained herein without Kreative Core Technologies' express written consent.

Kreative Core Technologies retains all title, ownership and intellectual property rights to the material and trademarks contained herein, including all supporting documentation, files, marketing material, and multimedia.

BY ACCEPTANCE OF THIS DOCUMENT, THE RECIPIENT AGREES TO BE BOUND BY THE AFOREMENTIONED STATEMENT.

Introduction Letter

Michael Delmore
Director of Finance
City of Lancaster,
Texas

It is with the greatest pleasure Kreative Core Technologies would like to submit a proposal to the City of Lancaster, TX. This is to provide our services for Project Management, Solution Architect and Configuration Solution Support.

Kreative Core Technologies will act as a complete Project Management and Configuration Support partner for City of Lancaster. We are very excited to respond to this request and to bring our expertise to the City which includes the following but not limited to:

- > *We have provided information technology professional services for over 20 years.*
- > *A strong project management practice with 15 years' successfully delivering projects with municipalities and cities including Tyler Munis (Financials, EAM, HCM, UB), ExecuTime, Energov, Public Safety CAD/RMS, Mobility, Recreation Management including Perfect Mind and ACTIVE Net, Firehouse and many others.*
- > *3 complete Tyler Munis (Financials, HCM, EAM, UB) implementations including Energov (PMM & PLM), ExecuTime, Tyler Cashiering, Incode, Executive Insight, Socrato etc.*
- > *In-house expertise providing technical and functional support for Tyler products such as Munis, Energov, Incode, Tyler Payments, TCM etc.*
- > *In-house expertise with architecting, designing, and developing Integrations using API's, web services, Micro webservices, ETL etc., using Power Automat and Power Apps.*
- > *Complete Business Process Mapping and Engineering services.*
- > *A culture that takes a balanced approach in providing a unique and refreshing customer experience to our customers, a great place to work for our people, and delivering with excellence.*

Thank you for the opportunity to be of service to the City of Lancaster. Please feel free to contact me anytime to discuss this proposal at andy.bhatnagar@kreativecoretech.com or 469 777 1824. We look forward to the opportunity to help!

Sincere Regards,

Andy Bhatnagar
Partner / Founder
Kreative Core Technologies

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8) References	Page 25
9) Lancaster Required Documents	Page 26

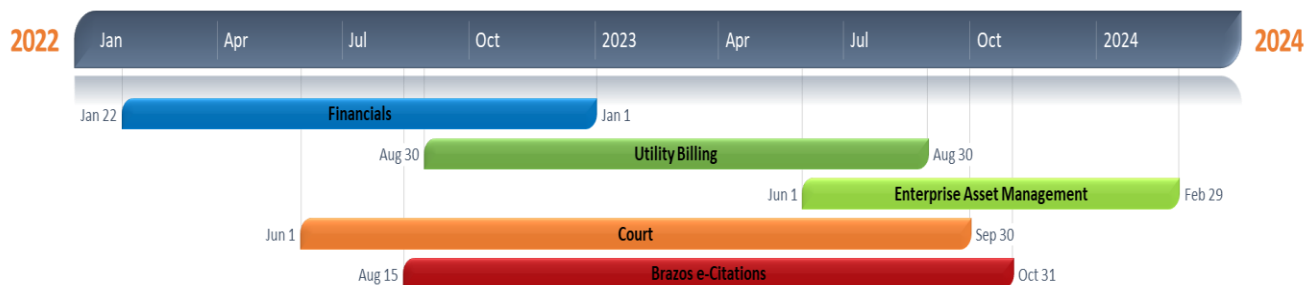
3. Statement of Project Understanding

The City of Lancaster is embarking on a major transformation of its business operations, transitioning from legacy ERP to a modern ecosystem, including financial management, court systems, utility billing, Brazos e-Citations, and Enterprise Asset Management built predominantly on Tyler Technologies. This complex project is expected to be executed on a very aggressive timeline and will require a partner with a breadth and depth not typical of most managed services providers.

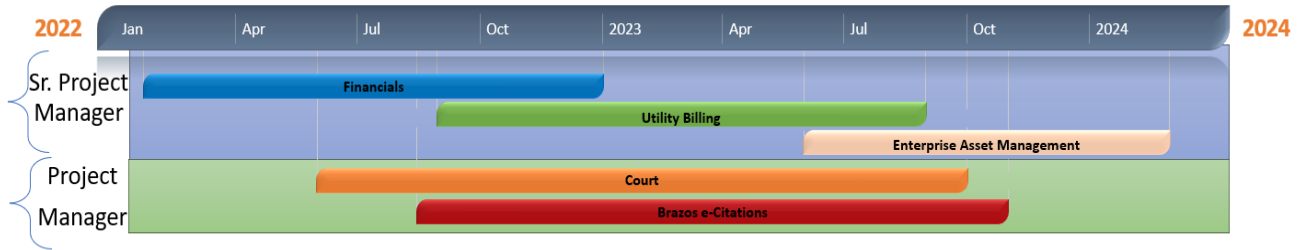
Scope

The City is seeking a Project Manager who is well versed in both project management and business processes, to manage and ensure the implementation process stays on schedule by planning, organizing and documenting appropriately. The Project Manager will guide the meetings, gather input from various departments, collaborate with the stakeholder team, provide the requested deliverables and help facilitate/review training for the replacement software. The Project Manager will also facilitate appraisal of existing procedures and practices within each department to prepare for the transition.

Below is the anticipated timeline for the multiple project phases.



Below is the Recommended Project Management Resource allocation

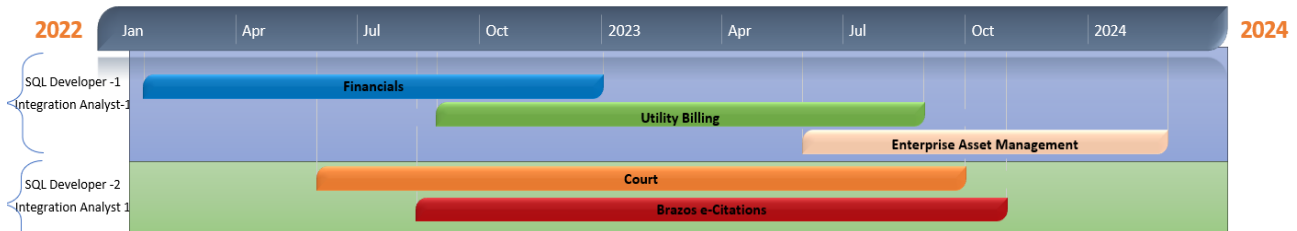


Recommended Full Time Project Managers

Sr. Project Manager - Manage ERP Implementation i.e., Financials, UB and EAM Implementation
 Project Manager – Manage Court and e-Citations Implementations



Below is the allocation of Technical Resources.



Recommended Full Time Technical Resources

SQL Developer 1 – 1 Resource for the conversions and data validation for Financials, UB and EAM Implementation
 SQL Developer 2 – 0.5 Resource for the conversions and data validation for Court and e-Citations Implementations
 Integration Analyst – 0.5 Resource for developing integrations for Court and e-Citations Implementations
 Integration Analyst – 0.5 Resource for developing integrations for Court and e-Citations Implementations



City of Lancaster will be implementing the following scope of work (Includes Module and sub module to be implemented)

- > Financials & Budget
 - Accounting / General Ledger
 - Accounts Payable
 - Budgeting
 - Capital Assets
 - Cash Management
 - Contract Management
 - Inventory
 - Project & Grant Accounting
 - Purchasing
 - eProcurement
 - Accounts Receivable
 - General Billing
 - Tyler Cashiering
 - Socrata Open Finance
- > Fixed Assets & Inventory
 - Asset Maintenance
 - Asset Performance
- > Utility Billing
 - Billing
 - Citizen Self Service
 - eCitation Rapid Extension
 - Tyler GIS
 - Tyler Cashiering
- > Tyler Content Management
- > Tyler Enterprise Asset Management
- > Tyler 311 and Tyler Energov Community Development
- > Brazos e-Citations
 - Brazos e-Citation Suite
 - Interface to OSSI
 - eCitation Rapid Extension
 - Framework (PDA
- > Court Management
 - Criminal court case management
 - Cashiering
 - Court Payment Import Interface
 - Court/Police Interface
 - Jury Data Import
 - Output Director

- Defense Attorney Portal
- Virtual Court
- Online Jury Component
- Online Record Search
- Dallas Regional Warrant Interface
- Tyler Jury Module
- TX Omnibase Non-compliance
- AP Interface to MUNIS
- GL Interface to MUNIS
- Collection Agency Export Interface

Proposal for Scope

Kreative Core Technologies has implemented multiple Tyler Munis ERP implementations as well as application support, configuration, and interface design.

We are a team of Technical and Functional members, which provide expertise in not only implementing Tyler Products but also focuses on the optimization and automation of the business processes throughout the course of the implementation.

We have successfully helped several clients (*Please see references section*) through the implementation journey by providing the support they need to accurately configure the system, ensuring we have clean data conversion, help with future state development efforts, performing functional testing, User acceptance testing, parallel testing, conversion validations, pre deployment and post deployment support.

Project Approach

Discovery / Pre-work Services

Our Solution Architect will work ahead of Tyler Implementation kick off with the City staff to start performing the Discovery on the current state. The Solution Architect will work with the City Teams from different department and gather all the business requirements, create current state business processes, identify any gaps in the current processes (Fit gap analysis), Define future state models for the interfaces, perform interface analysis, perform the codes clean up etc.

Prior to each phase there will be a pre-work / Discovery work (Similar deliverables as above) that will be performed to assess the current state and future models' development.

During the implementation, our solution Architect will work with the city staff and Tyler Team to help with configurations, conversions, codes set up clean up, analysis, training, etc.

Project Management Services

Our Project Manager will work very closely with the City staff and Tyler Project managers to come up with a consolidated master project plan which will include all internal (The City) and external work breakdown structure. Assigned Project Manager will be responsible for managing the project plan, ensuring City stays on schedule.

- ✓ Assigned Project Manager will clearly define and articulate Risks and recommend Mitigation to those tasks.
- ✓ Assigned project will work as a Technical and Functional liaison between The City and Tyler.
- ✓ Assigned Project Manager will act as an escalation point for the City Staff, on any issues related to the ERP Implementation.

- ✓ Assigned Project Manager will ensure higher success by following PMBOK processes and standards.
- ✓ Assigned Project Manager also entails a wealth of technical knowledge on Tyler products, which would help in planning and key decisions making.
- ✓ Assigned Project Manager will also act as an OCM lead and provide OCM guidance for training, testing and lead the human side of the organizational change.

Please note that assigned Project Manager is PMP Certified and PROSCI (OCM- Organizational Change Management) Certified.

Why Kreative Core Technologies

Kreative Core is a Team of highly qualified individuals who excels in Tyler Products and provide stellar services to the municipalities. Behind the recommended resource, we have a team of support channel to help our clients in resolving the issues as quickly as possible.

Project Platform

Kreative Core also brings a suite of tools customized for the Lancaster team, subject matter experts, employees and leadership. Kreative Core has developed a complete Project Management infrastructure built around Microsoft SharePoint and Microsoft TEAMS, designed to provide a central communications platform, documentation repository, project dashboards, task management and a host of other tools.

These tools are provided in our Microsoft 365 tenant or yours at no additional software cost to Lancaster and include,

- TEAMS sites with integrated, cross project tasks.
- Project dashboards in Power BI
- Task assignment and status.
- Documentation libraries in SharePoint and Teams
- Centralized training hub
- Document workflows for approvals and sign-off.
- Custom communication SharePoint sites for each project.
- Subscription based notifications.
- All artifacts transferred to Lancaster at Project Close.
- Guest Access.

In addition, Kreative has developed a Change Management strategy focused around journey mapping, allowing all level of users to choose their path to advanced knowledge of the Tyler Munis products.

1. Change Management

Our approach to change management, business integration, training and development is to ensure every user has access to the resources to be successful. We have a multi-pronged engagement approach that iterates based on the development phase a particular user is at. Through the use of multi-mode training, we target every user level in your organization.



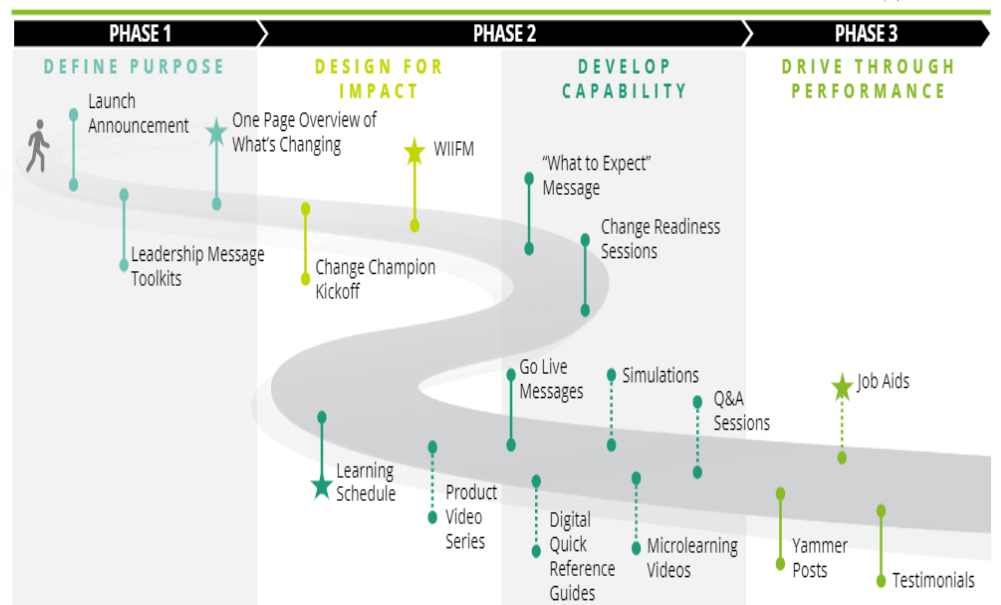
2. Personal Stakeholder Engagement

Our approach to stakeholder engagement is to continuously assess readiness various stakeholder communities. We have expertise in Change Management planning through active monitoring of business acceptance, applying additional training where required and socialize the value statement through communications and marketing plans.

Communications Approach:

-  **Informs** employees of **what is happening** across the organization or within their business units
-  **Directs** employees to **perform required tasks**, providing clarity or areas for improvement as needed
-  **Motivates** employees to adopt a new **behavior, attitude, or system**, describing the "why" or key incentives
-  **Socializes** benefits to the organization and fosters **collaboration** across teams
-  **Drives processes** across the organization by describing new or **improved systems** or **ways of working**

Illustrative End User Experience Map:

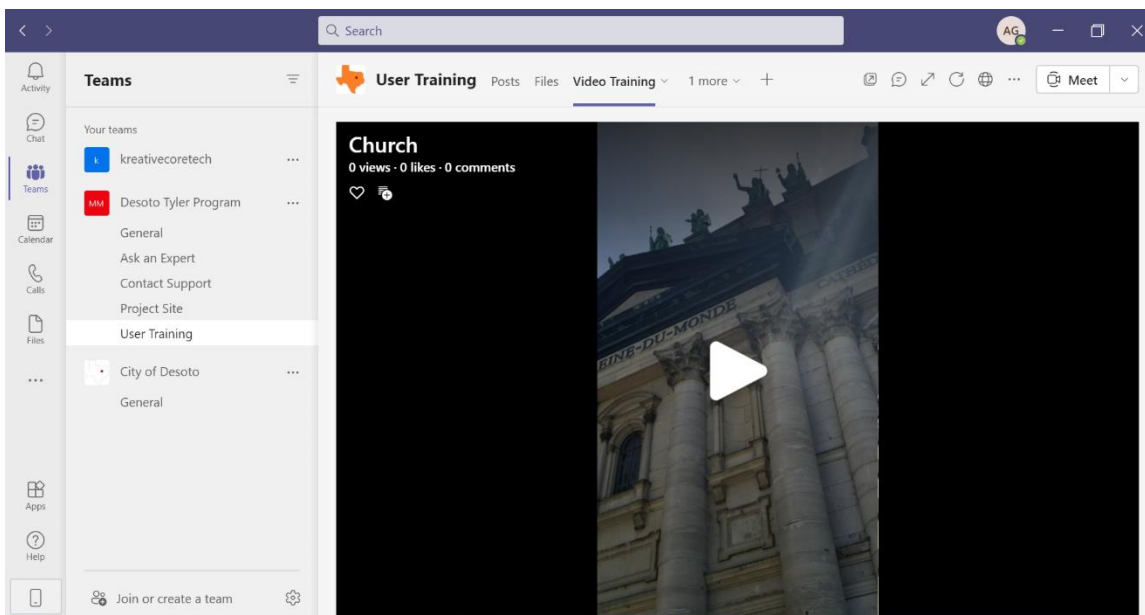
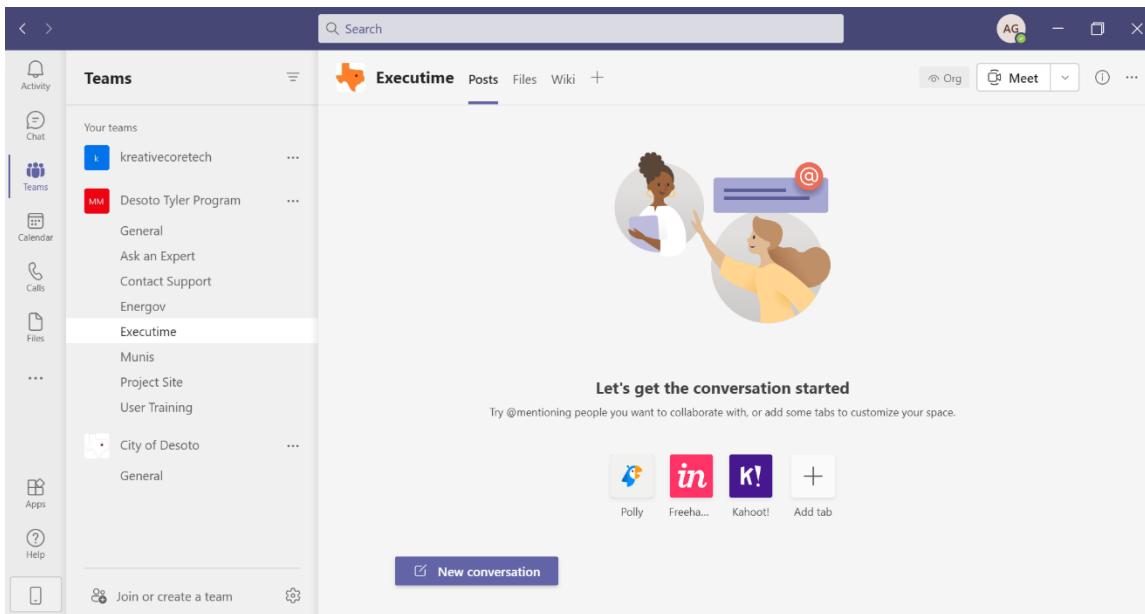


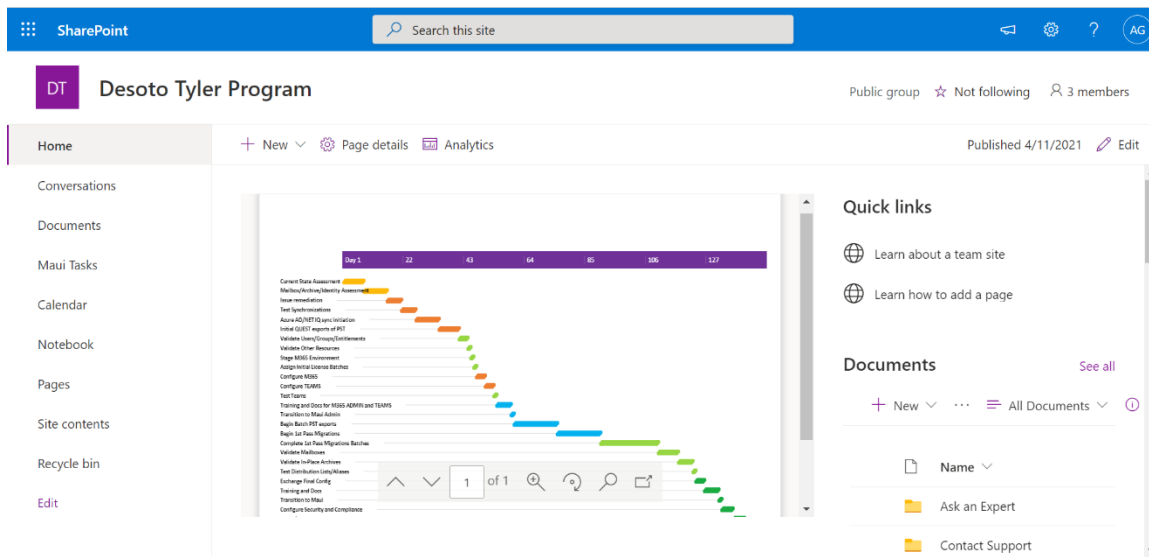
Multi-Channel Learning Delivery:



3. Our training and Marketing Approach

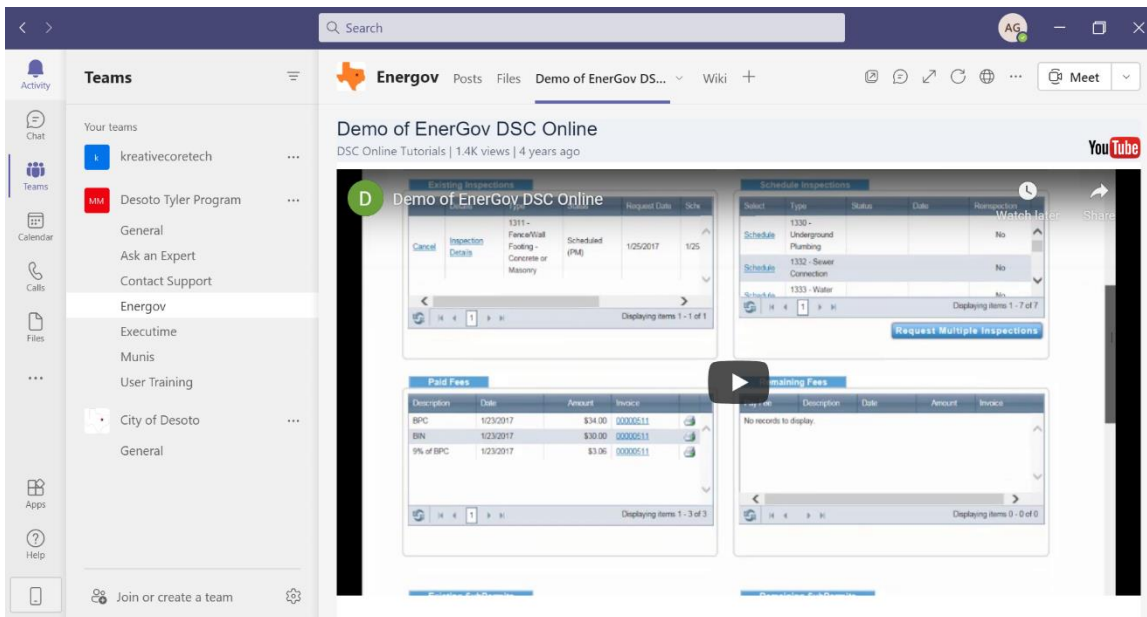
The Kreative Team provides a multi-channel approach to Learning and Marketing. In addition to development of Quick Reference (Desk) manuals, short task-driven learning videos provide users with a vehicle to quickly refresh their knowledge or explore areas of unfamiliarity in bite-sized videos. This combined with our SharePoint/Teams/Forms based training, live and on-demand training sessions and user feedback approach, allows us to effectively measure business acceptance and user development.



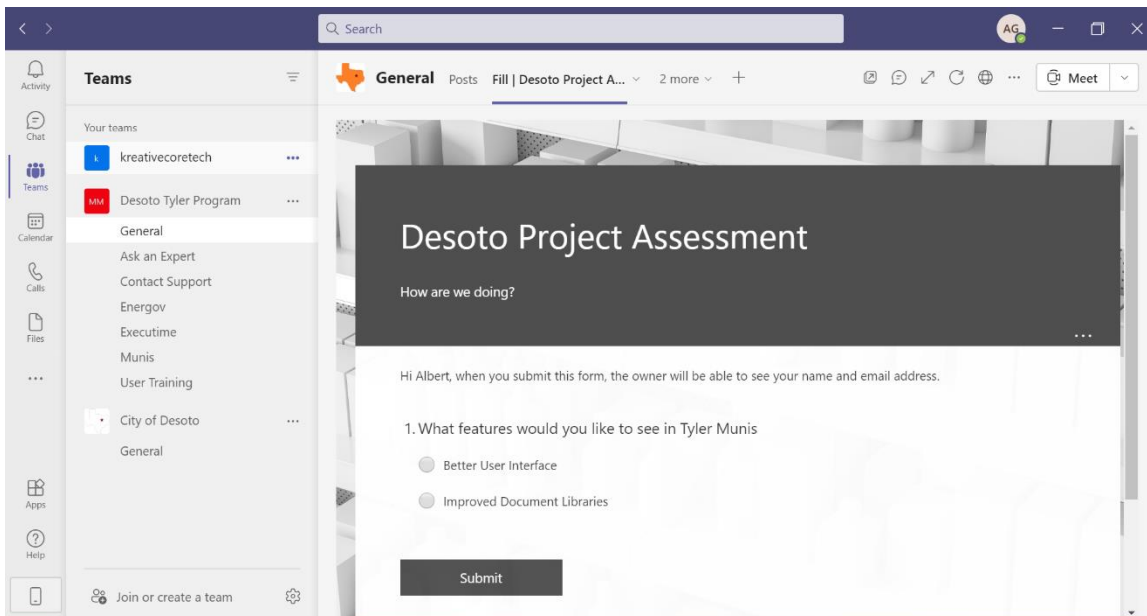


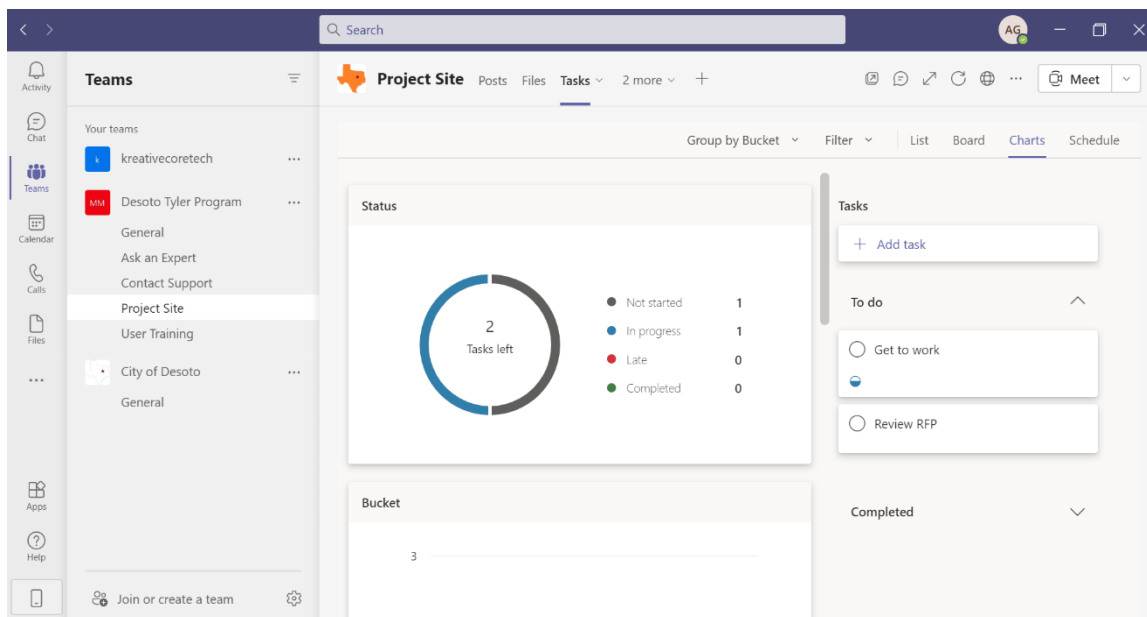
Our custom TEAMS site, built in your tenant or ours, provides a single “pane of glass” for your constituent groups. Our “Train the Trainer” sessions will create local expertise who will become available in our “ASK An Expert” channel in TEAMS. From the same dashboard, end users watch our custom training videos pinned to the TEAMS channel, review training documentation and desk manuals, search the Knowledge Base/Wiki OR attend a live training session offered by our training staff. Our team will then transition this TEAMS site to your staff which will act as a permanent training and development portal for all your training activities.

Additional project portal capabilities will include the ability to submit support requests and check the status of those requests directly from TEAMS. The Microsoft M365 YouTube channel and training programs within can also be accessed directly from the TEAMS channel.



User surveys, quizzes and forms can be authored to collect feedback and measure business acceptance. These forms and quizzes can be connected directly to the TEAMS channel, providing a one-stop-shop for training and assessment. Hundreds of other apps are available from TEAMS channels including WORKDAY and KRONOS, giving your users a single dashboard for accessing employee information. KREATIVES custom employee intranet designs can be plugged directly into TEAMS as well.





Forms and survey dashboards in teams along with project dashboards provide a complete picture of project status, training success or remediation opportunities.

Our approach to marketing and training provides a simple interface that leaves no question of where to find training resources, status updates, task assignments or expertise. Live training, video training, documentation, surveys, quizzes and access to live experts are all provided through a single portal.

Firm Qualifications

At Kreative Core, we have a both depth and breadth in delivering complex IT projects at a detail level rarely found in Project Management consultants. Our architects, engineers and developers have delivered successful Tyler solutions and have a detailed understanding of the technical details, risks and challenges of the Tyler solutions but also in the integration of those systems into a greater ecosystem. Our experience includes,

- Tyler Energov
 - o Development of complex data conversion pipelines using a variety of scripting solutions.
 - o Rationalizing data sets (vendors, parcels, addresses) against known-good data including USPS, Google, County and Federal systems.
 - o ArcGIS integration.
 - o Integration of 311 system API's to Tyler Energov.
 - o Laserfiche integration to TCM.
 - o Laserfiche repository, workflow and forms integrations to Energov.
 - o Custom reporting using SSRS & Crystal Reports.
 - o Power BI dashboards using Energov Data
 - o Integrated Tyler Cashiering and network design to sustain PCI compliance.
 - o Configuration analysis and support.
- Tyler Munis
 - o GL account design from legacy accounting systems.
 - o Accounts Payable automations (API, Custom Forms, Vendor Self Service, ABBYY automation, Laserfiche Quick Fields)
 - o Custom scheduled imports.
 - o Complete MUNIS Role Based Access control integration to Active Directory and Laserfiche Forms.
 - o Accounts Payable API development (REST)
 - o Event based workflow triggers for employee onboarding to Active Directory and other systems.
 - o Integrations to Munis from Workday, Kronos, Telestaff.
 - o Customized employee self-service ESS portals.
 - o Data conversion pipeline development.
 - o Integration from TCM to Laserfiche/SharePoint with metadata.
 - o Custom expense management solutions integrated with Munis.
 - o Full configuration and optimization support for multiple cities.
- Tyler Executime
 - o Full payroll group design and support.
 - o Pay code and pay rule design.
 - o Configuration support for public safety units.

- Timeclock installation, configuration and support.
- Single sign on implementation with Active Directory.

Resourcing Proposal

Below is the resourcing structure we recommend for the successful Implementation. We recommend having 2 Project Managers for the duration of the project and 2 Shared Technical Resources.

Functional Areas	Start Date	Go-Live Date	Project Managers (total across all projects in track)	Technical Resources (total across all projects in track)
Financials	Feb-22	Feb-23	1 (Senior)	1
Utility Billing	Oct-22	Oct-23	*	
Enterprise Asset Management	Jun-23	Dec-23	*	
Court	Jun-22	Oct-23	1 (Junior)	1
Brazos e-Citations	Aug-22	Nov-23	*	*

Cost Proposal

Below is the Cost structure we recommend based on the above resourcing

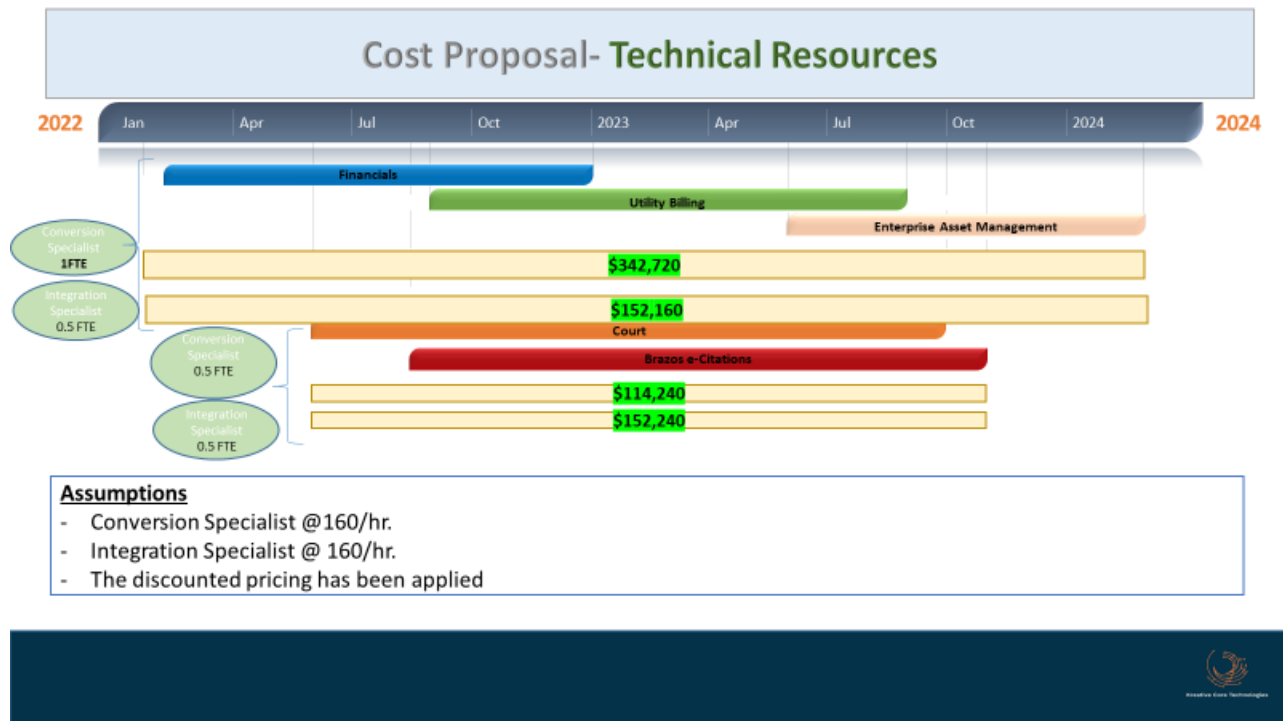
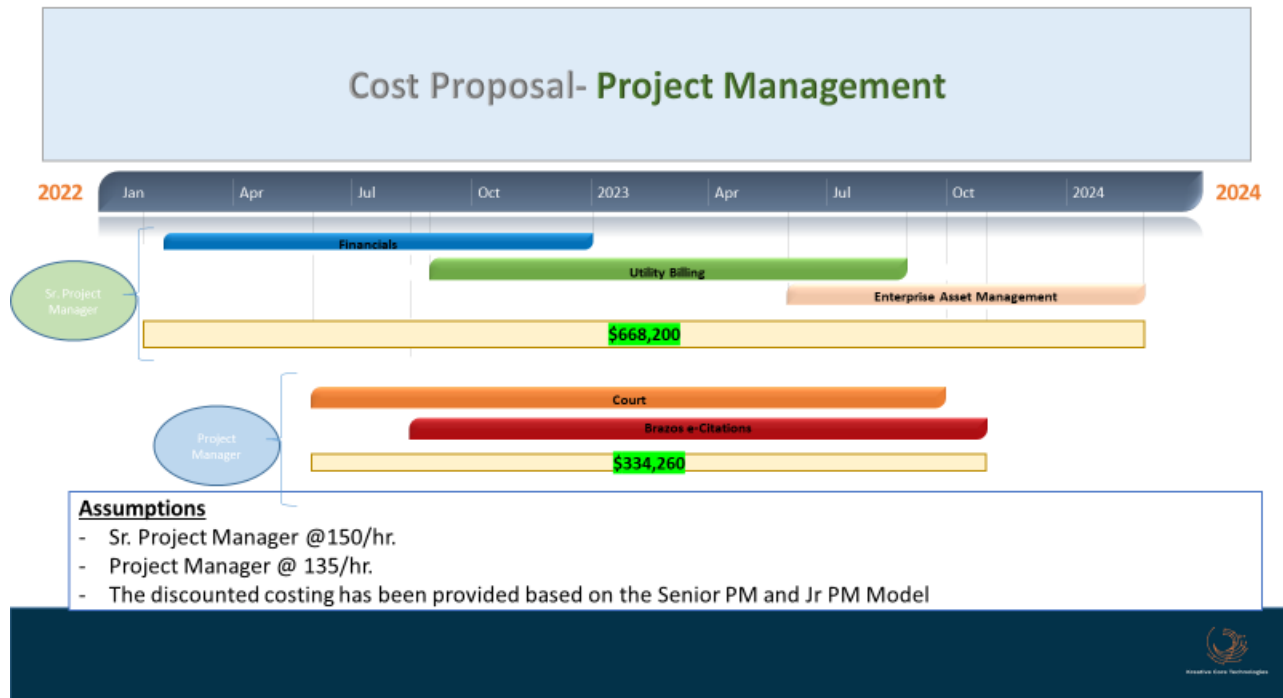
For the Project Management requirement, Standard Hourly Rate of \$150/ hour for each Senior Project Management resource, and a Standard Hourly Rate of \$135/ hour for each Junior Project Management Resource.

For the Solution Architect / Technical Resources, Standard Hourly Rate of \$160/ hour for each Solution Architect/ Technical resource.

TOTALS			4456 hrs	2476 hrs	2856 hrs	1904 hrs	\$668,200.00	\$334,260.00	\$456,960.00	\$304,480.00	\$761,440.00
Functional Areas	Start Date	Go-Live Date	Sr. PM hrs	Jr. PM hrs	SQL Developer hrs	Integration Analyst hrs	Senior PM Total	Junior PM Total	SQL Developer total	Integration Analyst Total	Technical Total
Financials	22-FEB	23-JAN	2228	0	714	317	\$334,200.00	\$0.00	\$114,240.00	\$50,720.00	\$164,960.00
Enterprise Asset Management	23-JUN	23-DEC	1114	0	714	317	\$167,00.00	\$0.00	\$114,240.00	\$50,720.00	\$164,960.00
Utility Billing	22-SEP	23-SEP	1114	0	714	317	\$167,000.00	\$0.00	\$114,240.00	\$50,720.00	\$164,960.00
Brazos e-Citations	22-AUG	23-NOV	0	1238	357	476	\$0.00	\$167,130.00	\$57,120.00	\$76,160.00	\$133,280.00
Court	22-JUN	23-OCT	0	1238	357	476	\$0.00	\$167,130.00	\$57,120.00	\$76,160.00	\$133,280.00

Please Note that the above cost is based on the allocated number of hours by resource type. Change Request process will be followed if the duration would increase for the project or additional number of hours will be required at the hourly rate provided above. Invoices will be based on accrual basis, monthly.

Below is the graphical view of the cost splits.



Use Cases

Use Case 1:

City of Coppell, Texas – 6 years total project cycle

The following goals were achieved at the organization via the use case methodology:

- 1) Kreative Core Technologies supported the full implementation of Munis including Finance (Redesigning of chart of accounts), HCM (Human Capital Management), EAM (Enterprise Asset Maintenance), Utility Billing.
- 2) Over a **4-month** project cycle, Kreative Core Technologies assisted the Tyler Content Manager with integrations to Laserfiche ECM.
- 3) Kreative Core Technologies completed the full implementation of Tyler Energov including permitting, inspections, land management, GIS integrations etc, over a **18 month** project cycle.
- 4) Over a **6-month** project cycle, Kreative Core carried out the ExecuTime implementation and configuration.

Use Case 2:

City of Rochester, New York

The following goals were achieved at the organization via the use case methodology:

- 1) Kreative Core Technologies upgraded Munis to 2019, implementing net new MUNIS API's, Tyler cashiering, citizen portals, integrations and ETL to Cobol Mainframe.
- 2) The Project Management and implementation of Kronos Workforce Central API's and upgrade to Workforce Dimensions, was carried out.
- 3) Project Management and API implementation of Kronos Telestaff (Public Safety).
- 4) Project Management and full ecosystem architecture of Permitting/Land Management program.

Contact information

Point of contact and existing project stakeholders:

- > Andy Bhatnagar, Partner / Founder, Kreative Core Technologies
Email: Andy.Bhatnagar@kreativecoretech.com
Contact number: 469 777 1824

10. References

The following references are available and attached as Attachment G:

- > Albert Gauthier
CIO, City of Rochester, New York
503-990-0740
- > Jerod Anderson
CIO, City of Coppell, TX
972-304-7005
- > Donna Simons
Senior Director - IT, Leander ISD
512-570-0555
- > David Carll
Tyler Technologies
978-914-7927
- > Stephanie Shannon
Project Manager, Tyler Technologies
586-747-9871

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting

5.

Meeting Date: 03/28/2022

Policy Statement: This request supports the City Council 2021-2022 Policy Agenda

Goal(s): Financially Sound Government

Submitted by: Opal Mauldin-Jones, City Manager
Ron Gleaves, Information Technology (IT) Manager

Agenda Caption:

Consider a resolution ratifying a telecommunications (voice, data, internet, cloud services and mobility/cellular) professional services audit agreement with SpyGlass Group, LLC seeking cost recovery, service elimination and cost reduction recommendations.

Background:

SpyGlass Group LLC, provides an Auditor, an independent contractor, who will analyze the city's primary telecommunications service accounts (voice, data, internet, cloud services and mobility/cellular) to seek cost recovery, service elimination and cost reduction recommendations.

The City of Lancaster will pay the applicable fee set forth in the attached agreement only for recommendations implemented within twelve (12) months of the analysis. The City will pay fifty percent (50%) of any "Cost Recovery" or savings, twelve (12) times any "Service Elimination Savings" and twelve (12) times any "Cost Reduction Savings".

Operational Considerations:

SpyGlass Group LLC. conducted an audit and identified circuit service savings recommendations from monthly Service Disconnects with a monthly savings for the City totaling ten thousand, two hundred seventy-two dollars and twenty-two cents (\$10,272.22) and annual Service Credit savings of fifty-six thousand, five hundred two dollars and ninety-nine cents (\$56,502.99).

The audit resulted in an annual savings of nearly one hundred eighty thousand dollars (\$180,000). As a result, the City will remit a one-time payment of one hundred fifty-one thousand, five hundred eighteen dollars and fourteen cents (\$151,518.14) to SpyGlass Group LLC.

Legal Considerations:

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

Public Information Considerations:

This item is being considered at a 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 deny the resolution, as presented.

Recommendation:

Staff is recommends approval of the resolution, as presented.

Attachments

Resolution

Agreement

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS RATIFYING THE TERMS AND CONDITIONS OF A PROFESSIONAL SERVICES AGREEMENT WITH THE SPYGLASS GROUP, LLC FOR A TELECOMMUNICATIONS (VOICE, DATA, INTERNET, CLOUD SERVICES AND MOBILITY/CELLULAR) AUDIT, AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of Lancaster desires a professional services agreement with The Spyglass Group, LLC for a telecommunications (voice, data, internet, cloud services and mobility/cellular) audit.

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

That the City Council hereby authorize a professional services agreement with The SpyGlass Group, LLC for a telecommunications (voice, data, internet, cloud services and mobility/cellular) audit.

SECTION 1. That any prior Resolution of the City Council in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

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

SECTION 3. That the City Manager of the City of Lancaster, Texas is hereby authorized to execute the agreement.

SECTION 4. 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 28th day of March, 2022.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

City of Lancaster, Texas

Standard Professional Services Agreement

This Agreement is made by and between the City of Lancaster, Texas, a home-rule municipality (hereinafter referred to as the "Owner") and SpyGlass Group, LLC (hereinafter referred to as the "Auditor") for Telecommunications Audit Services (hereinafter referred to as the "Project"), the Owner and the Auditor hereby agree as follows:

ARTICLE I: CONTRACT & CONTRACT DOCUMENTS

1.1 THE CONTRACT

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

1.2. THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, any other amendments hereto executed by the parties hereafter, together with the following (if any): None

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

ARTICLE 2: RECITALS

2.1 The City desires to have the Auditor provide temporary staffing for the City; and

2.2 The Auditor has the knowledge, ability and expertise to provide such services; and

2.3 The City desires to engage the services of Auditor, as an independent Auditor and not as an employee, to provide services as set forth herein.

ARTICLE 3: TERM / TERMINATION

3.1 TERM

The term of this Agreement shall begin on the date of its execution by all Parties. This Agreement shall continue until Auditor completes the services required herein to the satisfaction of the City, unless sooner terminated as provided herein.

3.2 TERMINATION

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

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

ARTICLE 4: SCOPE OF SERVICES

4.1 SCOPE

The following services, shall be performed by Auditor in accordance with the City's requirements and as set forth in this Agreement: To provide telecommunication (voice, data, internet, cloud services and

mobility/cellular) audit services to seek cost recovery, service elimination and cost reduction recommendations. Company will provide Auditor with the materials required to perform its analysis and Auditor will conduct a Kickoff meeting with Company to review the materials provided and introduce Auditor's personnel assigned to the project. Auditor will deliver the recommendations to Company at a Summary of Findings meeting, implement recommendations that Company elects for Auditor to implement, and deliver a complete telecommunications inventory to Company. Upon completion of implementation, Auditor will conduct an Industry Benchmark Analysis ("IBA") Meeting to compare Company's spending and audit results against industry peers as well as all SpyGlass clients, officially bringing closure to the engagement.

While Auditor is performing its analysis, Company will not make changes or perform internal cost reduction analysis with respect to provider accounts, which Company has included within the scope of Auditor's review.

If there is conflict between the above objectives and objectives from other documents, this agreement shall supersede all others.

4.2 AUTHORIZED AGENT

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

ARTICLE 5: COMPENSATION / PAYMENT TERMS AND CONDITIONS

5.1 Compensation for the performance of Professional Services described herein shall be paid to Auditor by the City only for Auditor recommendations implemented within twelve (12) months of Auditor delivering the recommendation to Company:

- 50% of any "Cost Recovery", as defined below
- 12 times any "Service Elimination Savings", as defined below
- 12 Times any "Cost Reduction Savings", as defined below

"Cost Recovery" is any refund credit or compensation received by Company relating to past services or charges.

"Service Elimination Savings" is any monthly cost reduction received by Company relating to cancellation of any service, including monthly usage cost reduction (calculated as the average of the last 2 months of usage costs associated with the cancelled service).

"Cost Reduction Savings" is any monthly cost reduction received by Company relating to the modification, consolidation or negotiation of any service, account or contract, including post discount usage rate improvement (calculated as the (a) decrease in post discount per unit pricing realized by Company for any service, times (b) the average of Company's last two (2) months usage levels measured in such units for the modified service).

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

Fees for Cost Recovery are due as a one-time payment within ten (10) days of verification that Company has been issued the refund, credit or compensation resulting in such fees.

Fees for Service Elimination Savings and Cost Reduction Savings are due as a one-time payment within ten (10) days of verification that the cancellation or other activity resulting in the Service Elimination Savings or Cost Reduction Savings has been completed.

Auditor may issue separate invoices as different fees are earned. Auditor payment for work under this Agreement shall be made in installments upon receipt of invoices from the Auditor. The Auditor will not

bill more frequently than twice each month. Payment shall be remitted to Auditor by City as instructed on invoices.

ARTICLE 6: TIME FOR COMPLETION

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

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

ARTICLE 7: INDEMNIFICATION

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

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

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

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

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

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

ARTICLE 8: INSURANCE

8.1 Workers Compensation Insurance

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

8.2 Automotive Insurance

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

8.3 General Liability Insurance

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

8.4 Professional Liability Errors and Omissions Insurance

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

8.5 Certificate of Insurance

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

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

ARTICLE 9: DEFAULT

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

- (a) Terminate this Agreement and be relieved of the payment of any further consideration to Auditor except for all work determined by City to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Auditor to and from meetings called by City at which Auditor is required to attend, but shall not include and loss of profit of Auditor. In the event such termination, City may proceed to complete the services in any manner deemed proper by the City, either by the use of its own forces or by resubmitting to others. Auditor agrees that any costs incurred to complete the services herein provided for may be deducted and paid by the owner out of such monies as may be due or that may thereafter become due to Auditor under and by virtue of this Agreement.

(b) City may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of Auditor.

ARTICLE 10: MISCELLANEOUS

10.1 Reuse of Documents:

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

10.2 Entire Agreement.

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

10.3 Assignment.

Neither this Agreement nor any duties or obligations under it shall be assignable by AUDITOR without the prior written consent of City. In the event of an assignment by Auditor to which the City has consented, the assignee or the assignee's legal representative shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, obligations, and agreements contained in this Agreement.

10.4 Adjustments in Services/Amendment.

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

10.5 Governing law.

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

10.6 Notices.

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

City of Lancaster

Opal Mauldin-Jones, City Manager
PO Box 940
Lancaster, TX 75146
972-218-1329
ojones@lancaster-tx.com

SpyGlass Group, LLC

Edward M. DeAngelo, Co-President
25777 Detroit Road, Suite 400
Westlake, OH 44145
440-348-9350

10.7 Legal construction.

In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and the Agreement shall be construed as if such invalid, illegal, or

unenforceable provision had never been contained in this Agreement.

10.8 Successors and Assigns.

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

10.9 Conflict.

If a conflict exists between this Agreement, and Exhibit, the Request for Proposal ("RFP"), and/or the Response, then such conflicts shall be resolved as follows:

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

10.10 Severability

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

10.11 Captions

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

10.12 Counterparts

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this the 28th day of March, 2022.

CITY OF LANCASTER

THE SPYGLASS GROUP, LLC

Opal Mauldin-Jones, City Manager

Edward M. DeAngelo

ATTEST:

Sorangel O. Arenas, City Secretary

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting

6.

Meeting Date: 03/28/2022

Policy Statement: This request supports the City Council 2021-2022 Policy Agenda

Goal(s): Sound Infrastructure

Submitted by: Andrew Waits, Director of Public Works

Agenda Caption:

Consider a resolution approving the terms and conditions of a professional services agreement with Infrastructure Management Services (IMS) to perform engineering services to collect pavement condition data, traffic sign survey and software services; in an amount not to exceed eighty-six thousand one hundred twenty dollars and no cents (\$86,120.00).

Background:

Sound Infrastructure has been identified as a key performance objective for the City Council. The City currently maintains approximately 220 centerline miles of roadway and 100 lane miles of alleys. The City updated the pavement management plan in 2018 and currently utilizes the PAVER Software which provides a Pavement Condition Index (PCI) for each roadway segment. This software rates the roadways based on their current condition and allows City staff to rank and prioritize roadways for replacement or maintenance to prevent further deterioration. The data collected in 2018 reflected the condition of the streets paved the way for the City Council to implement the Street Maintenance Fund in 2019. There have been several major arterials reconstructed since this PCI was implemented. City staff is able to track and update maintenance efforts that are performed to extend the life of roadways with this software. The proposed survey will reflect the improvements completed to re-evaluate and raise the overall Pavement Condition Index (PCI) rating for the City, and re-prioritize strategy.

Operational Considerations:

This project will also provide GIS locate signs and rank alleys, which is an enhancement from 2018. This will include collecting pavement conditions for approximately 220 lane miles of roadway, approximately 100 lane miles of alleyways and collecting roadway sign data to include type, location and creating shape files for incorporation into the City's GIS system.

Legal Considerations:

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

Public Information Considerations:

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

Fiscal Impact:

The agreement will not exceed eighty-six thousand one hundred twenty dollars and no cents (\$86,120). Funding is available in the current FY 2021/2022 Operating Budget.

Options/Alternatives:

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

Recommendation:

Staff recommends approval of the resolution, as presented.

Attachments

Resolution

Professional Service Agreement

Attachment A

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A PROFESSIONAL SERVICES AGREEMENT WITH INFRASTRUCTURE MANAGEMENT SERVICES (IMS) FOR ENGINEERING SERVICES IN CONNECTION WITH DATA COLLECTION FOR ROADWAY AND SIGN MAINTENANCE PROGRAMS; IN AN AMOUNT NOT TO EXCEED EIGHTY-SIX THOUSAND ONE HUNDRED TWENTY DOLLARS AND ZERO CENTS (\$86,120.00); AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Infrastructure Management Services will provide engineering services to the City of Lancaster in connection with collection of data on roadways, alley ways and street signs: and

WHEREAS, the City Council of the City of Lancaster desires to contract with Infrastructure Management Services for the above referenced services.

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

SECTION 1. that the engineering services agreement for the total amount not to exceed eighty-six thousand one hundred twenty dollars and zero cents (\$86,120.00) by and between the City of Lancaster and Infrastructure Management Services, which is attached hereto and incorporated herein by reference as Attachment "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 Agreement as depicted in Attachment "A".

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

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

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

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 28th day of March, 2022.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

City of Lancaster, Texas
Standard Professional Services Agreement

This Agreement is made by and between the City of Lancaster, Texas, a home-rule municipality (hereinafter referred to as the "Owner") Infrastructure Management Services, (hereinafter referred to as the "Consultant" for Engineering Services to collect data for the below project, (hereinafter referred to as the "Project"), the Owner and the Consultant hereby agree as follows:

ARTICLE I: CONTRACT & CONTRACT DOCUMENTS

1.1 THE CONTRACT

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

1.2. THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the Invitation to Bid, Requirements and Instructions to Bidders, the Specifications, terms and conditions, Attachments, Maps, Drawings, Scope of Service, Time Line, all Change Orders issued hereafter, any other amendments hereto executed by the parties hereafter, together with the following (if any): Attachment A Scope of Services.

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

ARTICLE 2: RECITALS

- 2.1 The City desires to have the Consultant conduct the engineering services for pavement data collection and provide necessary services to develop the same ("PROJECT"); and
- 2.2 The Consultant has the knowledge, ability and expertise to provide such services; and
- 2.3 The City desires to engage the services of Consultant, as an independent Consultant and not as an employee, to provide services as set forth herein and in: Scope of Services

ARTICLE 3: TERM / TERMINATION

3.1 TERM

The term of this Agreement shall begin on the date of its execution by all Parties. This Agreement shall continue until Consultant completes the services required herein to the satisfaction of the City, unless sooner terminated as provided herein.

3.2 TERMINATION

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

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

ARTICLE 4: SCOPE OF SERVICES

4.1 SCOPE

The following services, when authorized in writing by a Notice to Proceed from the City, shall be performed by Consultant in accordance with the City's requirements and as set forth in the Scope of Services below, which may generally include the following:

This project will be for Pavement Data Collection. If there is a conflict between the above quoted subjects and Attachment A, the language in the Exhibits shall control the scope of services.

4.2 AUTHORIZED AGENT

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

ARTICLE 5: COMPENSATION / PAYMENT TERMS AND CONDITIONS

5.1 Compensation for the performance of Professional Services described herein shall be paid to Consultant by the City in a total amount not to exceed eighty-six thousand one hundred twenty dollars and no cents (\$86,120.00), which shall accrue and be payable as provided in Sections 5.01 and 5.02 hereof.

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

5.3 Consultant payment for work under this Agreement shall be made in installments billed not more frequently than once each month upon receipt of invoices from the Consultant. If the City fails to make any payment due the Consultant within thirty (30) days after receipt of Consultant's invoice, the amounts due the Consultant will be increased at the rate of 1.5% per month from said thirtieth day, unless there is a good faith refusal by the City to pay. Payment shall be remitted to Consultant by City as instructed on invoices.

ARTICLE 6: TIME FOR COMPLETION

6.1 The Consultant's services and compensation under this Agreement have been agreed to in anticipation of orderly and continuous progress of the Assigned Project(s) through completion of the project(s). Specific periods of time for rendering services are set forth in Attachment A to this Agreement, by which times defined services are to be completed.

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

ARTICLE 7: INDEMNIFICATION

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

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

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

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

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

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

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

ARTICLE 8: INSURANCE

8.1 Workers Compensation Insurance

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

8.2 Automotive Insurance

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

8.3 General Liability Insurance

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

8.4 Professional Liability Errors and Omissions Insurance

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

8.5 Certificate of Insurance

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

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

ARTICLE 9: DEFAULT

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

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

ARTICLE 10: MISCELLANEOUS

10.1 Reuse of Documents:

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

10.2 Entire Agreement.

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

10.3 Assignment.

Neither this Agreement nor any duties or obligations under it shall be assignable by CONSULTANT without the prior written consent of City. In the event of an assignment by Consultant to which the City has consented, the assignee or the assignee's legal representative shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, obligations, and agreements contained in this Agreement.

10.4 Adjustments in Services/Amendment.

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

10.5 Governing law.

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

10.6 Notices.

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

City of Lancaster

Opal Mauldin-Jones, City Manager

PO Box 940

Lancaster, TX 75146

972-218-1329

adixon@lancaster-tx.com

Infrastructure Management Services

Jeff Myers

8380 S. Kyrene Rd. # 101

Tempe, AZ 85284

480-839-4347

jmyers@imsanalysis.com

10.7 Legal construction.

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

10.8 Successors and Assigns.

- (a) The City and Consultant each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of City and Consultant are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other party in respect of all covenants and obligations of this Agreement.
- (b) Neither the City nor the Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or

transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- (c) Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by the Consultant to any Consultant, subcontractor, supplier, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than the City and the Consultant.

10.9 Conflict.

If a conflict exists between this Agreement, and Exhibit, the Request for Proposal ("RFP"), and/or the Response, then such conflicts shall be resolved as follows:

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

10.10 Severability

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

10.11 Captions

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

10.12 Counterparts

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this the 11th day of April, 2022.

CITY OF LANCASTER

Infrastructure Management Services

Opal Mauldin-Jones, City Manager

Jeff Myers, Client Services Manager

ATTEST:

Sorangel Arenas, City Secretary

Exhibit A: Scope of Services

Attachment A: Scope of Services

To: Andrew Waits, Public Works Director	Date: June 4, 2021
From: Jeff Myers, MSA, Client Services Manager	Project: City of Lancaster, TX
Subject: 2021 Pavement Data Collection	Project No.: N/A

Thank you for taking the time to review the pavement and asset data collection services offered by IMS Infrastructure Management Services. IMS excels in pavement and asset management solutions and can provide a full suite of data collection and software services.

As we understand, the City of Lancaster currently maintains approximately 220 centerline miles of roadway and 100 lane miles of alleys. IMS has performed objective pavement data collection for similar agencies such as Grand Prairie, Grapevine, Euless, Huntsville, Weatherford, Flower Mound, Denton, Denton County, Keller, Beaumont, Carrollton, Cleburne, McAllen, Huntsville, Cameron County, Kingsville, Port Arthur TX, and others in the Region. Based on our conversations with you regarding the network, the RST will survey all roadways in a single direction, resulting in a survey mileage of approximately **220 miles**.



IMS collects all data in accordance with the U.S. Army Corps of Engineers data protocols, commonly referred to as ASTM D6433. In addition, we deliver all data in industry standard formats such as Excel, Access, Geodatabases, shape files and even Google Earth KMZ files.

While the pavement condition data will be loaded into PAVER for delivery to the City, IMS can enhance the typical PAVER analysis through the integration of roughness in the form of IRI, structural integrity, and project development based upon spatial efficiency and geography.

The IMS approach allows for rehabilitation candidate selection to be based on user-defined Priority Weighting Factors (functional class, pavement type, strength, districts, etc), optimization in the form of a “cost of deferral” analysis and use of a full suite of rehabilitation activities. Selection will also be based on various thicknesses of overlays (including ancillary costs such as milling, peripheral concrete, structural patching, etc) and deep patch and pave programs that attempt to delay total reconstruction.

The end result of an IMS enhanced analysis is a comprehensive five-year rehabilitation plan that compensates for the limitations of the PAVER pavement analysis. The final results and projects are then loaded back into PAVER for completion.

In addition, the deterioration curves will be modeled for the City of Lancaster with the integration of critical set points that catch roadways before they fall into a more expensive treatment category. This is how we introduce cost of deferral into municipal optimization techniques, as it cannot be completed by PAVER software alone.

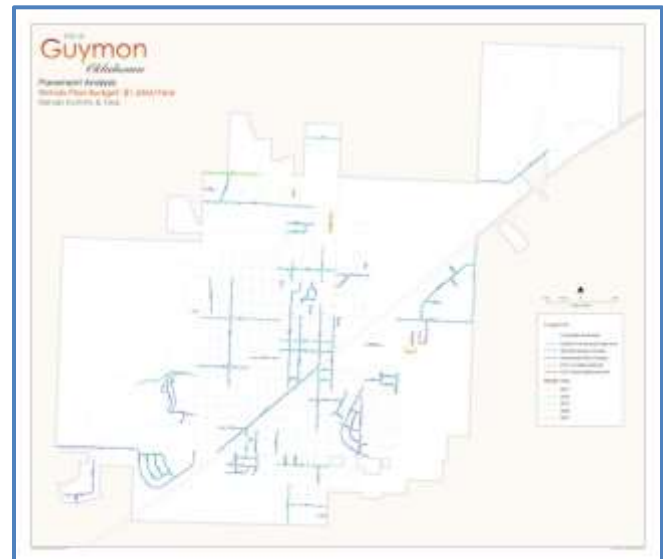
Data Collection

IMS is unique to the industry, as an objective and repeatable data collection effort will be completed. The LCMS2 RST will be used to perform a surface condition assessment of all City streets. Instead of using the subjective feet on ground or windshield sampling method, all data will be collected continuously and recorded in 15-foot intervals in the form of a detailed database complete with GPS coordinates. The data will also be aggregated to the section level, following the sectioning and referencing methodology determined after IMS and City review.



GIS and Pavement Management Linkage

The role of GIS in pavement management cannot be overstated. It is a powerful tool that provides the capability to handle and present vast amounts of data in an efficient manner. IMS can provide a link between the City's GIS environment and the pavement management data to enable the City to display and generate color-coded maps based upon existing pavement conditions, street rehabilitation plans or most of the data in the pavement management program. An output of a 5-year maintenance prioritization program is illustrated in the adjacent image.



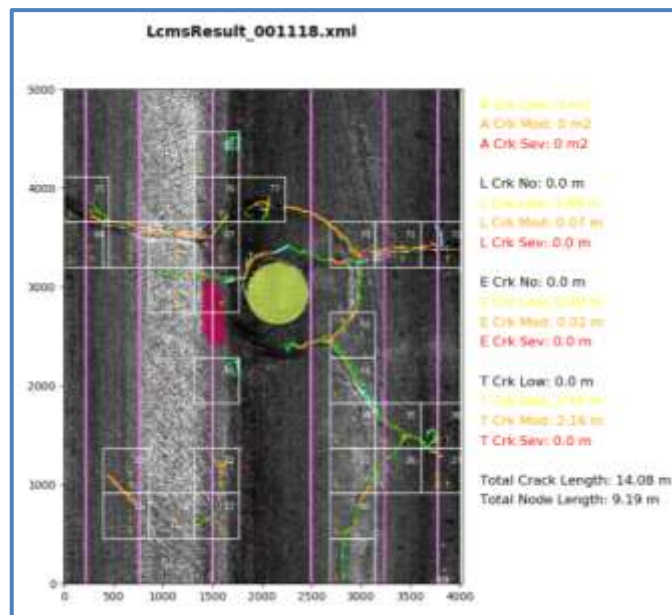
Digital Imagery & ROW Asset Inventories

The LCMS2 RST utilizes up to four GPS-referenced HD camera views (4112x3008) for our QA/QC program, ROW asset inventory development, virtual drives, and/or other supplemental image deliverables. For the City of Lancaster, IMS will utilize two HD cameras that will be proofed out prior to data collection and a single forward view can be processed as a deliverable to the City. IMS can then utilize the HD imagery collected by the LCMS2 RST to inventory many Right of Way assets that the City maintains.



Objective Distress Identification & Quantification (ASTM D6433)

The IMS Laser Crack Measurement System (LCMS2) is one of the most technologically advanced devices available for pavement performance assessments. The 2-sensor array completes a 3D millimeter-level scanning of the pavement surfaces that pass below the laser array. *With a high-speed 1-millimeter resolution, this means the LCMS2 device deploys a continuous scan of laser points (approximately 3,657) across a mere 12 feet of pavement, making it one of the highest resolution pavement laser scanners available.* The onboard processing software further amplifies its capabilities by analyzing pavement elevation (range and intensity) and automatically identifying cracking, rutting, and roughness in the form of IRI, potholes, and bleeding.

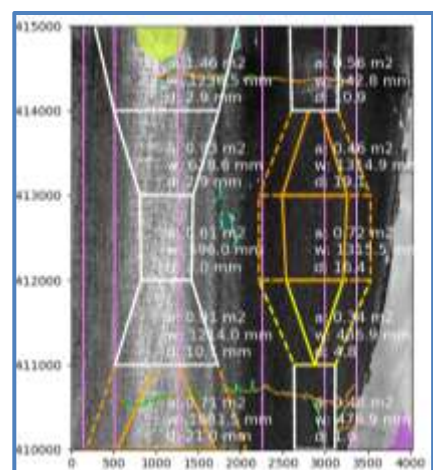


While any engineering firm could deploy the LCMS2 equipment for data collection, processing the information for distress quantification requires a complete understanding of automated technologies, GIS mapping, and distress measurement protocols found in standards such as ASTM D6433. Simply reviewing the LCMS cracking vectors (colored cracks) with the human eye dilutes the objectivity of the equipment.

IMS engineers and technologists have developed a computerized processing application that automatically applies an 18"x18" grid to the LCMS downward images (FIS files) and uses pre-programmed geometric algorithms to classify and quantify distresses by

type. These automated processing routines result in an unparalleled level of objectivity and efficiency in distress pattern recognition analysis. The image above illustrates the quantity of several distresses as well as the presence of a manhole, which was automatically scrubbed from the dataset.

In addition to the auto-quantification and classification of ASTM D6433 distresses, the LCMS2 device also operates as a Class I profile device that collects longitudinal profile (in the form of the International Roughness Index) and transverse profile (rutting) using **advanced 3D profile laser scanning technology**. The system is not subject to vehicle wander like other automated technologies, and it compensates for variation in driver ability. The adjacent images show the processing software's ability to calculate rutting width and depth following the AASHTO Taut Wire methodology. The solid white lines indicate there was no rutting in the left wheel path and that rutting was detected and measured in the right wheel path. Filters can also be applied to account for rehabilitation activity overlap, which can be as much as a ¼ inch depending on the application.



Cracking, Faulting, Texture, Bleeding, & Potholes – The LCMS2 allows IMS to conduct an objective distress survey, thus increasing the accuracy of an otherwise subjective manual survey. High-speed lasers and an onboard processing computer accurately measure the surface profile of the road. Included in this profile are all cracks and faults as small as 1/8" (2 mm) wide that pass beneath the lasers. Processing software then reduces and filters this information to determine the *total number of cracks, crack width/depth, as well as the crack interval*, plus faulting information. From this information, quantified crack data can be determined at both the sample and summary intervals. Crack identification includes all cracking such as alligator, transverse, longitudinal, map, and edge cracking (where applicable).

The LCMS2 device is also capable of automatically collecting, identifying, and reporting supplemental distresses such as bleeding and potholes on asphalt roadways.

Rutting – The LCMS device collects continuous 3D transverse profile data at 1-millimeter resolution at highway speed. This configuration is far superior to other types of vehicles that utilize three lasers or sonic transducers to calculate "relative rutting." Even five sensor units are sensitive to driver error since it is essential in that case that the driver keep the data collection vehicle's wheel exactly in the rutted wheel tracks (assuming that they fit).

The Taut Wire method is used to calculate the rut depth in both the right and left wheel track on a continuous basis. Either the right or deeper of the two-wheel path ruts may be used for rut depth calculations with the average rut depth for that wheel path reported for each section. *Rut depth results, quantified by 3-4 severity thresholds (with break points at user-defined levels such as 0.25, 0.50 and 0.65 inches) and percentage of section will be provided for every segment.*

Roughness – International Roughness Index (IRI) data is calculated in real time from continuous longitudinal profile data collected by the LCMS2's 3D profile device. To determine the road profile, data is simultaneously obtained from three devices: a pulse transducer-based distance-measuring instrument (DMI), high-speed 3D laser sensors operating at 112 MHz, and an accelerometer in conformance with ASTM E 950. The LCMS2 unit conforms to a Class I profiling device, and it can also "pause" over non-valid roadway sections such as localized maintenance activities, railroad crossings, or brick inlays and not affect the overall IRI value.

Distortions, Raveling, Patching, & Other Custom Attributes – While the LCMS automatically collects the majority of ASTM D6433 distresses, the LCMS platform can be configured to collect the remaining distresses (raveling, distortions, and patching) using the integrated touchscreen. By means of a touchscreen-based tablet computer, highly trained IMS technicians input changes in observed distress severities and extents or identify specific roadway assets or attributes such as curb reveal or lip of gutter information. The touchscreen is integrated into the data flow through time code, GPS, DMI distance and inventory control. The data is then post-processed in the office to generate extent quantities for each observed distress severity level throughout every surveyed road section.



PCI Development, Analysis Configuration & Multi-Year Plan

Immediately following the completion of the field survey's IMS will begin processing the pavement distress severity and extent scores in an effort to develop a Pavement Condition Index (PCI) for each roadway segment. The condition results are analyzed by a team of IMS engineers, who then develop the City's multi-year pavement management plan. This section provides a brief summary of the functionality of the IMS pavement analysis in order to emphasize our implementation expertise as well as the abilities and constraints within a pavement analysis.

The purpose of pavement management is to produce cost effective maintenance programs that maximize available resources and roadway life. By incorporating key components of a cost benefit analysis into the analysis operating parameters, we can develop a game plan that is optimized to meet the needs of the City of Lancaster. In addition, the analysis operating parameters described within this section will be delivered in an easy to use Interactive Excel Spreadsheet (ESA) including the segment PCI data, pavement deterioration curves, triggers (priority weighting factors), and the prioritized multi-year rehabilitation plan. *Everything is linked to GIS in the form of simple shape files or even a personal geodatabase.*

Field Inspection Data and Pavement Condition Index (PCI)

The IMS analysis allows you to store information regarding your pavements, including surface types, number of lanes, patching estimates, cross slopes, and sidewalk & curb types with replacement estimates. Pavement condition data including surface distress, roughness, and deflection results can be stored and analyzed. Using an in-house Pavement Manager Setup module, we can develop customized condition elements, distress types (load & non-load), Indices (SDI, RI, & SI), weightings, and overall PCI calculations.

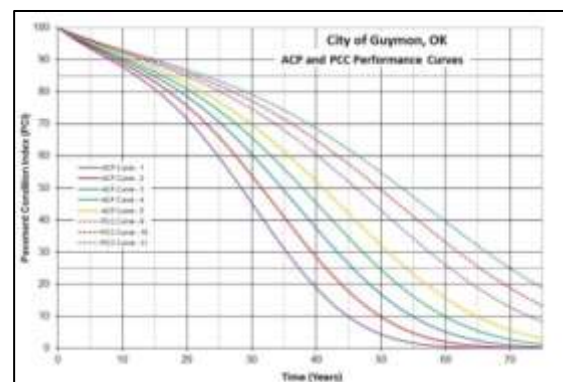
In addition to the yearly programs, the net impact each budget scenario has on the expected condition of the road network over time can be determined. This budget impact can be illustrated both in terms of the yearly increase or decrease in the average network PCI score, PCI distribution, or % Backlog of roads that were not selected by the budgets. IMS converts the difficult to understand FHWA and ASTM D6433 data to a 0-10 distress rating scale with distress weighted factors (DWF), where $DWF = \{\text{Area under D6433 deduct curves}/3000\}$.

Modeling and Performance Curves

With an IMS analysis, you can forecast various budget scenarios to help you determine your ideal maintenance and rehabilitation schedule. The IMS approach will help you decide what rehab activities should be performed, when and where to perform them, and an ideal budget for your system to maintain it at a specific level of service.

IMS engineers use pavement deterioration models that can be customized to reflect the climatic conditions and structural characteristics of the Lancaster road network.

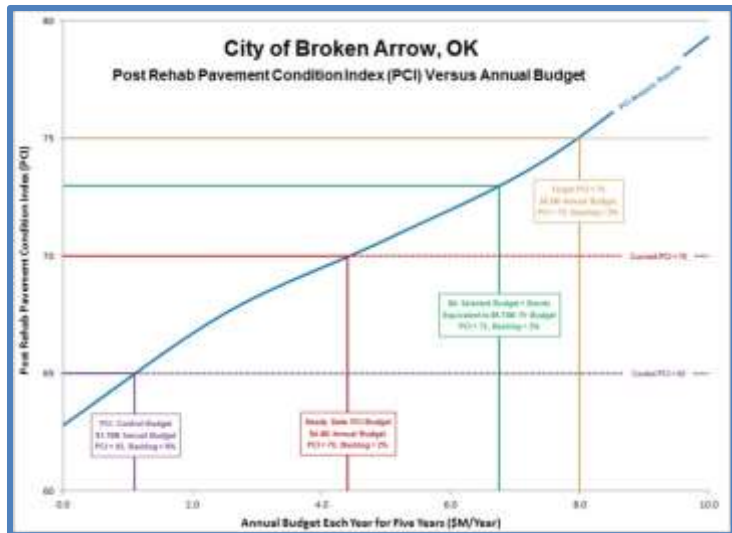
As a result, performance curves can be developed on factors such as functional class, pavement type and sub-grade strength.



Rehabilitation Analysis

An unlimited number of pavement maintenance and rehabilitation strategies can be defined within our system. An analysis is then run, incorporating the performance curves, set points, filter criteria and rehab alternatives to identify the overall need in terms of rehab strategies and costs for the City's road network, for today as well as year on year for the next 5 to 10 years.

The IMS approach allows you to input any number of "what if" budget scenarios and produce prioritized yearly rehab programs based on those funding levels over a 5-year analysis period. Typical budget scenarios include Budget \$/Year, Unlimited Budget \$, "Do Nothing" Budget, and a Target PCI Budget.



What is included in an IMS analysis & report?

- *Street ownership and inventory/attribute report*
- *Present condition ranking* – detailed and summary condition data including; Good/Fair/Poor, Load Associated Distresses (LAD), Non-LAD, and Project reviews of each street in the network, as well as the network as a whole.
- *Fix all budget analysis* – this identifies the upper limit of spending by rehabilitating all streets assuming unlimited funding.
- *Do nothing analysis* – this identifies the effects of not performing roadway rehabilitation projects.
- *Steady state rehabilitation life cycle analysis* – this identifies the minimum amount of rehabilitation that must be completed in order to maintain the existing level of service over 3, 5, or 10 years.
- *PCI & funding levels* – what funding will be necessary to maintain a PCI of 75, 80, & 85.
- *Plus or minus 50% and other additional runs* – additional budget runs are completed at rates of +50% and -50% of the suggested steady state analysis. Up to 10 budget scenarios will be run.
- *Integration of capital projects and Master Plans* – ongoing and proposed projects that affect roadway rehabilitation planning will be incorporated into the analysis.
- *Draft multi-year rehabilitation and prioritized paving plans* – based on need, available budget and level of service constraints; a minimum of three budget runs will be completed.
- *Final prioritized paving plan* – incorporating feedback from stakeholder departments and utilities, complete with budget and level of service constraints.

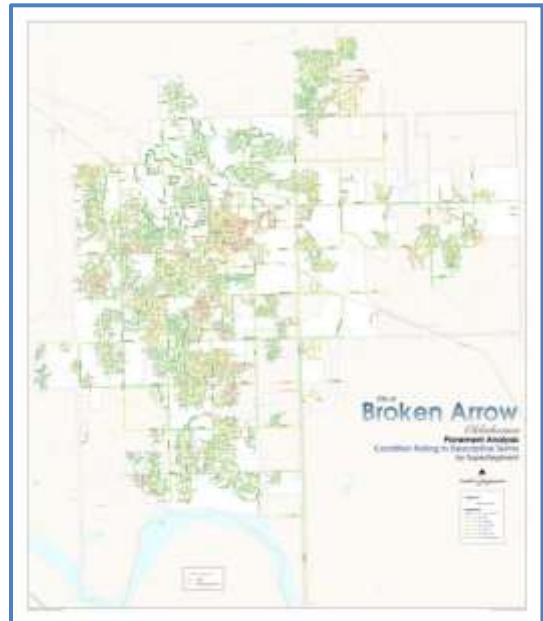
An IMS pavement management program is comprehensive, from the data collection process to the implementation of software, and ensures that the City of Lancaster will have the capability to utilize the pavement condition data for the implementation of real-world maintenance and construction programs.

GIS Integration & Mapping

The role of GIS in asset management cannot be overstated. It is a powerful tool that provides the ability to handle and present vast amounts of data in an efficient manner. Not only does GIS allow an agency to visually plot textural data, it also establishes an easy access portal to the data through an efficient integration with many 3rd party asset management applications.

IMS kicks off every project by completing a brief review of the agency's GIS environment to assess suitability for network referencing, survey map preparation, and pavement management purposes. Our team will consume the City's existing GIS files and use the GIS as the basis for developing the network segmentation on a logical block-to-block or intersection-to-intersection basis. If the City retains an existing pavement inventory linked to an asset management system, no changes will be made unless approved by City staff.

The data collected by IMS is linked to the existing GIS environment and is supplied as a personal geodatabase, spatial database engine, Auto CAD files, or a series of shape files. IMS collects XY coordinates for all data elements using GPS technology coupled with inertial navigation and integrates with most 3rd party GIS applications, including ESRI.



At a minimum, the GIS supplied by the City should have an ownership attribute, functional classifications, contiguous line work, and be in a digital format such as shape files and/or personal/file geodatabases. As a supplemental task, IMS also offers full service "GIS Clean-Up" and "Functional Class Review" activities for agencies that require additional GIS development above and beyond standard network referencing activities. IMS can also compare the existing roadway inventory within any current asset management system to the City's GIS environment. If they do not match and a one-to-one relationship is required, IMS has the team available to develop the correct referencing information. This remains an optional activity to be conducted at the discretion of City staff.

For this assignment, GIS will be used in four key areas of work:

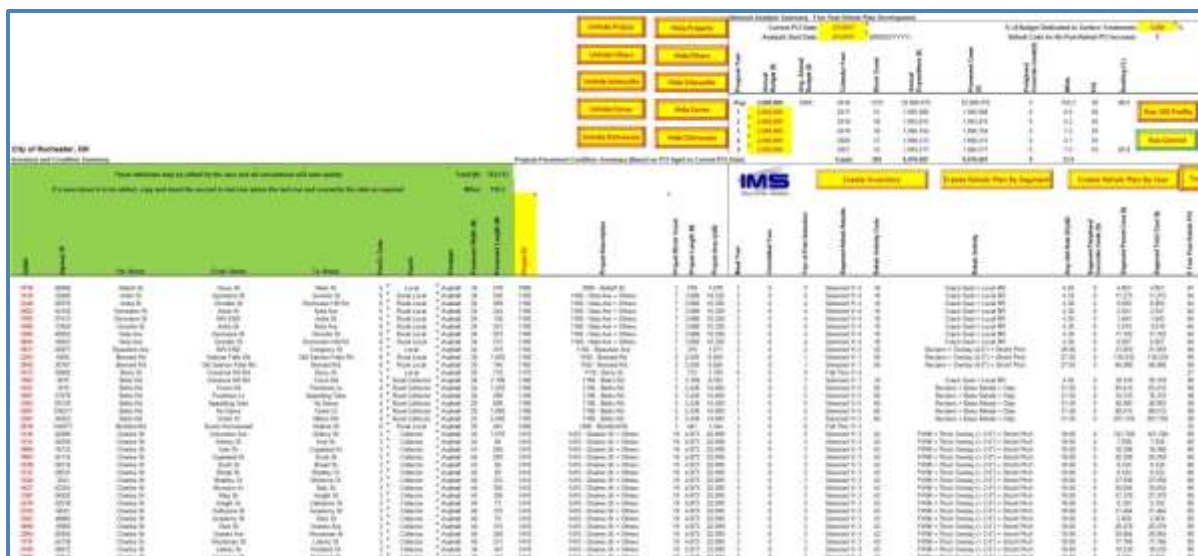
1. GIS will be used to verify the streets to be surveyed and to create the routing maps for use during the field surveys.
2. The survey productivity will be tracked through the plotting of the GPS data collected during the field surveys. This will allow IMS to review all streets that have been covered, identify anomalies in the referencing, and spot missed streets.
3. GIS will be used in processing the distress and inventory data. By plotting the data, we can QA the data and identify data exceptions in addition to proofing out the GIS.
4. Personal geodatabases, spatial database engines, shape and/or KML files, can be created for the visual presentation of condition data and analysis results.

Easy Street Analysis (ESA) Spreadsheet

While the results of the survey will certainly be documented and bound into a final report that illustrates the findings of the survey, it is imperative that City staff have access to the pavement condition and analysis results without having to become software experts. While IMS is a leading expert with most 3rd party pavement management applications as mentioned in the previous section, we have engineered a simple, and easy to use Excel spreadsheet that utilizes the core metrics of any great pavement management system such as the ability to prioritize and optimize the multi-year plans.

The Easy street Analysis (ESA) spreadsheet will be programmed to develop a multi-year maintenance and rehabilitation plan using “cost of deferral” as a rehabilitation candidate selection constraint in an effort to introduce cost-benefit techniques into the City’s pavement management plan. This will allow Lancaster to provide and demonstrate the most effective use of available funds. In addition, the ESA spreadsheet will have referenced deterioration curves for each functional classification, pavement type, and even pavement strength rating. The power of having the data in such an open architecture fashion allows the City to utilize 3rd party software in the future if desired. The spreadsheet will also contain a full suite of maintenance and rehabilitation techniques, unit rates, and associated PCI resets. The parameters of the analysis (Priority Weighting Factors) can also be modified and reprioritized on the fly, as well as being able to prioritize the top ten streets needing reconstruction or major rehabilitation. This will allow the City’s data to evolve with the priorities of elected officials and department staff. Programmed priority weighting factors include functional classification, pavement type, and pavement strength while actual candidate selection is based on the incremental cost of deferral.

As seen in the image below, the analysis data in the spreadsheet is supplemented with many cells highlighted in yellow. The yellow highlighted cells simply indicate that they are “HOT” and can be modified by the end user. Two of the yellow cells shown below represent the Annual Budget and the Project ID. The Annual Budget cell can be modified with a new budget and the 5-year plan will automatically re-prioritize on the fly. While IMS will have already aggregated the City’s segments (intersection-to-intersection) into viable projects (multiple segments strung together to form a logical project), the user has the ability to aggregate additional segments into a project or even remove a segment from a project without having to become a software expert.



ESA Functionality: Project Completion and PCI Overrides

The spreadsheet also allows the City to refresh the 5-year plan by entering the maintenance and rehabilitation work completed. As seen in the image below, the spreadsheet is supplemented with "PCI Override" functionality. When work is completed on a particular segment, the user simply inserts the override PCI value along with a date. The spreadsheet then removes the segment from the 5-year plan and updates all referenced network PCI averages.

Pavement Condition Summary

Today: 3/30/2015									
PCI: 76		Current Network PCI: 74							
Surface Distress Index (SDI)	Roughness Index (RI)	Pavement Condition Index (PCI)	PCI Survey Date	Strength Rating	Condition Rating	Load Associated Deducts (LADD)	Non-Load Associated Deducts (NLAD)	PCI Override	Current PCI
74	53	67	6/1/2014	MOD	Good	0	0		66
55	63	57	6/1/2014	MOD	Fair	27	18		55
70	63	68	6/1/2014	MOD	Good	19	10		66

Other features of the IMS Easy Street Analysis spreadsheet are as follows:

- Red triangle tips that trigger a dialogue box explaining cell contents.
- Ability to add new road segments and attributes on the fly.
- Modifiable distress indices for Lancaster field inspections.
- Input work completed and override segment level PCI scores.
- Prioritize by neighborhoods, zones, or districts.
- Ability to modify project lengths – includes aggregating and splits.
- Commit projects and force "Must Do's" or "Must Never Do".
- Program varying annual budgets over a 5-year horizon.
- Commit a percentage of the budget to surface treatments if desired.
- Automated rehab plan prioritization and optimization.
- Macros that automatically sort and filter simple rehab and inventory lists.
- Ability to sync the spreadsheet with the Data Viewer through a .CSV file export.

While the spreadsheet is not meant to replace pavement management systems, it is an alternative for agencies that do not want to maintain the resources or staff to maintain a dedicated application. If a dedicated system is still desired, IMS will assess all other available 3rd party solutions. The ESA data integrates with GIS and is also easily exportable to be tied into PAVER, or other software solutions.

Texas References

City of Grand Prairie, TX

Contact: Dane Stovall, Street Services Manager

Email: dstovall@gptx.org

Phone: (972) 237-8526

In 2016, IMS performed a data collection project for the City of Grand Prairie. Our team surveyed the entire network consisting of 360 survey miles. We loaded the data into the city's MicroPAVER software, and configured the data into the correct Cityworks format. The project was completed with a full pavement analysis and report given as a deliverable to city staff. We are currently underway on a 2021 pavement condition update for the City of Grand Prairie.

City of Denton

Contact: Jeremy Schultz, Project Coordinator

Email: jeremy.schultz@cityofdenton.com

Phone: (940) 349-9439

Since 2008, IMS has been the City's dedicated pavement management consultant. IMS tested approximately 525 test miles of roadway and completed the upload, configuration and training for Cartegraph Navigator. In 2009, IMS also completed a right of way asset inventory of curb/gutter, sidewalks and barriers complete with three views of GIS linked images for loading and delivery. The pavement condition survey also included ground penetrating radar testing, roughness survey, and falling weight deflection testing. IMS completed another survey in 2015 on the entire Denton road inventory, including airport roads and parking lots. IMS configured and loaded all the data into the City's Cartegraph software. IMS also completed a total Sidewalk assessment for the City in 2019. IMS is currently in the analysis phase of a 2020 pavement condition update for the City of Denton.

City of Keller

Contact: Alonzo Liñán, PTOE, PE, MPA, Director of Public Works

Email: alinan@cityofkeller.com

Phone: (817) 743-4081

Since 2004, IMS has performed three data collection projects with the City of Keller. IMS surveys approximately 260 miles of roadway. The IMS team has also completed deflection testing on the City's arterial and collector network for each project. To maintain the continuity of the data, IMS utilized the same ASTM D6433 data protocols and matched the City's existing Lucity database segmentation in each project. The City's Lucity pavement management module was configured to best meet the City's needs for maintenance and rehab operations. A detailed Lucity analysis and report was developed for City review. The City is currently under contract for a fourth project, which will also include the development of ROW asset databases, and ongoing IMS management of the Keller Lucity pavement management module. We are currently completing a 2020 condition update for the City of Keller, utilizing both the existing Lucity database and a newly implemented StreetLogix software package.

Lancaster, TX 2021 Pavement Data Collection

Proposed Project Budget

The detailed budget presented below is based on the IMS work plan and deliverables, and conforms to the 2016 negotiated pricing through the North Central Council of Governments.

Item #	Description	Quantity	Unit	Lane Mile Unit Cost	Unit Rate	Total
1	Automatically and continuously measure pavement cracking, texture, rutting, width, and pavement type	220	Lane Mile	\$117.00	N/A	\$25,740.00
2	Collect pavement surface distress through automated means	220	Lane Mile	\$1.00	N/A	\$220.00
3	Provide a digital condition rating system to collect user defined severity/extent based pavement distresses and pertinent roadway attributes to accommodate a standardized approach to collecting data	1	Lump Sum	N/A	\$1,250.00	\$1,250.00
4	Collect dual-wheel path roughness data to International Roughness Index standards	220	Lane Mile	\$1.00	N/A	\$220.00
5	Roadway information that shall be collected and provided to the Participant at a minimum includes items a. through i. in Section 5 of the Overview in this bid. (Page 5)	220	Lane Mile	\$1.00	N/A	\$220.00
6	Collect digital images at 25-foot intervals of the road surface condition and link to a geodatabase (minimum forward facing imagery)		Lane Mile	\$12.00	N/A	\$0.00
7	Collect sidewalk data to include location, length, width and condition and create shape (.shp) files for incorporation into the Participant's GIS system, if applicable		Lane Mile	\$45.00	N/A	
8	Collect sidewalk ADA ramp data to include location, configuration, presence of truncated domes or other detectable warning feature, and condition and create shape (.shp) files for incorporation into the Participant's GIS system, if applicable.		Each	\$5.00	N/A	
9	Collect roadway sign data to include type and location and create shape (.shp) files for incorporation into the Participant's GIS system, if applicable	220	Lane Mile	\$90.00	N/A	\$19,800.00
10	Collect photos of ADA ramps, sidewalks, and/or roadway signs inventoried under items 7, 8, and 9 above.		Each	\$0.50	N/A	
11	Collect location of curb and gutter and create shape (.shp) files for incorporation into the Participant's GIS system, if applicable		Linear Feet	\$0.01	N/A	
12	Collect location and type of visible in-pavement features such as valves, manhole covers, etc. and create shape (.shp) files for incorporation into the Participant's GIS system, if applicable		Each	\$1.00	N/A	
13	Load assessment data for all Participant-maintained pavements into a pavement management software system required by local government Participant(s), if applicable. Cost includes base cost plus lane mile unit cost.	220	Each Participant Plus Lane Mile Cost	\$5.00	\$3,750.00	\$4,850.00
14	Implement map module so that pavement condition and other data can be integrated, displayed, and accessed through the map interface in a format consistent with the Participant's horizontal and vertical control network system, if applicable. Cost includes base cost plus lane mile unit cost.	220	Each Participant Plus Lane Mile Cost	\$5.00	\$6,000.00	
15	Provide to the Participant the pavement condition data in a pavement management system database approved by Participant. Coordinate with the Participant's IT department to provide pavement condition data in a format compatible with the Participant's Environmental Systems Research Institute (ESRI) GIS database, if applicable. Cost includes base cost plus lane mile unit cost.	220	Each Participant Plus Lane Mile Cost	\$12.00	\$1,250.00	\$3,890.00
16	Calculate a Pavement Condition Index (PCI) score for each road segment using an approved pavement management system and in accordance with ASTM D6433. Provide results compatible with the Participant's GIS database, if applicable	220	Lane Mile	\$15.00	N/A	\$3,300.00
17	Calculate the International Roughness Index for each road segment in accordance with ASTM E1926. Provide results compatible with the Participant's GIS database, if applicable	220	Lane Mile	\$1.00	N/A	\$220.00
18	With input from Participant's staff, devise a weighing system taking into account PCI, IRI, average daily traffic for thoroughfares (traffic count raw data provided by Participant), and public safety emergency routes; and apply this 0-100 numeric index to the roadway information collected for the entire jurisdiction. Cost includes base cost plus lane mile unit cost.	220	Each Participant Plus Lane Mile Cost	\$1.00	\$1,550.00	\$1,770.00
19	Estimate the annual budget required to meet the long term goals regarding desired pavement condition levels. Cost includes base cost plus lane mile unit cost.	220	Each Participant Plus Lane Mile Cost	\$1.00	\$4,250.00	\$4,470.00
20	Create a five year and ten year pavement rehabilitation plan with input from Participant's staff. Cost includes base cost plus lane mile unit cost.	220	Each Participant Plus Lane Mile Cost	\$1.00	\$2,750.00	\$2,970.00
21	Recommend the computer hardware and software needed for successful implementation, potentially including recommendations for licenses of pavement management system software and other geodatabase software as needed		Each Participant		\$1,500.00	
22	Train Participant staff and provide assistance to the Public Works and IT Department as needed for the use of data collected through the fully automated system (20 person maximum per class)		Day		\$3,250.00	
23	Collect and analyze pavement structural condition information through the use of a Dynaflect device in accordance with industry standards on designated participant-owned roadways		Lane Mile Cost		N/A	
24	Collect and analyze pavement structural condition information through the use of Ground Penetrating Radar (GPR) in accordance with industry standards on designated participant-owned roadways		**		N/A	
25	Collect and analyze pavement structural condition information through the use of pavement cores in accordance with industry standards on designated participant-owned roadways (traffic control included) 2		**		N/A	
26	Additional miscellaneous services, selected by Participant, not to exceed 15% of total bid.					
27	Collection of GPS, Crossfall, Radius of Curvature & Grade		Lane Mile	\$20.00	N/A	
28	Council Presentation	1	Each	N/A	\$3,500.00	
29	Final Report				\$ 3,500.00	\$ 3,500.00
30	Collect and deliver pavement condition data for alleys. (Incl. lines 1,2,4,5,16,17,18)	100	Lane Mile	137		\$ 13,700.00
				Project Total:		\$86,120.00
= Lancaster Applicable Line Items						

Lancaster, TX
2021 Pavement Data Collection

Thank you for considering IMS as a viable solution to your pavement management needs. We will strive to become an asset and extension of the City staff and team. If any questions arise, please do not hesitate to contact me at (417) 372-7021 or jmyers@imsanalysis.com.

Regards,

IMS Infrastructure Management Services



Jeff Myers, M.S.A.
Client Services Manager

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting

7.

Meeting Date: 03/28/2022

Policy Statement: This request supports the City Council 2021-2022 Policy Agenda

Goal(s): Financially Sound Government
Healthy, Safe & Engaged Community
Sound Infrastructure
Quality Development
Professional and Committed City Workforce

Submitted by: Opal Mauldin-Jones, City Manager

Agenda Caption:

Consider a resolution establishing necessary technology infrastructure - hotspot service through T-Mobile USA Inc. funded and provided for under the American Rescue Plan Act (ARPA) Coronavirus Local Fiscal Recovery Funds (CLFRF), an amount not to exceed sixty-three thousand, four hundred forty dollars (\$63,440.00).

Background:

At the August 16, 2021, at a City Council Work Session, City Council received a presentation regarding the American Rescue Plan Act of 2021, which provides funding to local governments to broadly respond to the COVID-19 public health emergency. As established by the U.S. Department of Treasury guidance, the state, through the Texas Department of Emergency Management (TDEM), will distribute two separate payments to eligible non-entitlement units (NEUs) of local government, which are local governments that typically serve populations under 50,000.

On November 8, 2021, at a Regular Meeting, City Council discussed using ARPA funds for the NEUs eligible purposes, as follows:

1. To respond to the public health emergency with respect to COVID-19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
2. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the State, territory, or tribal government that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
3. For the provision of government services to the extent of the reduction of revenue of such State, territory, or Tribal government due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the State, territory, or tribal government prior to the emergency; or
4. To make necessary investments in water, sewer, or broadband infrastructure.

The T- Mobile broadband agreement is eligible for ARPA funding as identified as necessary investments in broadband infrastructure.

Operational Considerations:

The monthly recurring charge is two- thousand, two hundred, ninety-six dollars (\$2,296.00). The agreement includes 80 Franklin T9 LTE hotspot devices and 80 Kitting Labeling, and Staging, with unlimited high speed mobile internet for a government entity. The agreement covers the monthly charge for 2 (two) years. Following the 2 year agreement, the utilization and program will be re-evaluated to measure effectiveness and utilization.

Legal Considerations:

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

Public Information Considerations:

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

Fiscal Impact:

Funding for the infrastructure is through the American Rescue Plan Act (ARPA) funds and will not exceed sixty-three thousand, four hundred forty dollars and zero cents (\$63,440.00).

Options/Alternatives:

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

Recommendation:

Staff recommends approval of the resolution, as presented.

Attachments

Resolution

Exhibit A

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS FOR AN AGREEMENT WITH T-MOBILE USA, INC. FOR UNLIMITED HIGH SPEED MOBILE INTERNET FOR GOVERNMENT FOR INSTALLATION OF HOTSPOT DEVICES, IN AN AMOUNT NOT TO EXCEED SIXTY-THREE THOUSAND, FOUR HUNDRED FORTY DOLLARS (\$66,440.00) AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of Lancaster desires to enter into a professional services contract with T-Mobile USA Inc. for the installation of hotspot devices;

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

SECTION 1. That the City Council hereby authorizes a contract for installation of 80 Franklin T9 LTE hotspot devices and 80 Kitting Labeling, and Staging, with unlimited high speed mobile internet for government in an amount not to exceed sixty-three thousand, four hundred forty dollars (\$63,440.00) and authorizes the City Manager to execute the Agreement, which is attached hereto and incorporated herein as Exhibit "A".

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

SECTION 3. That the City Manager of the City of Lancaster, Texas is hereby authorized to execute the agreement and attached as Exhibit "A".

SECTION 4. 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 28th March 2022.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

EXHIBIT A

FUNDING DOCUMENT FOR T-MOBILE PRODUCTS & SERVICES (GSA Contract)

03/28/2022
Cheryl Womble
Purchasing Agent
City of Lancaster
P. O. Box 940
Lancaster, Texas 75146
cwomble@lancaster-tx.com

Attn: T-Mobile USA, Inc.:

The following T-Mobile Billing Account Number(s) listed below and all applicable T-Mobile lines of service on these accounts will move all existing lines to and are eligible to purchase new T-Mobile products and services under the GSA Schedule Contract No. GS35F0503M with T-Mobile ("T-Mobile GSA Contract").

T-Mobile Billing Account Numbers: 945368246, 945628737

I hereby certify that: (1) the information provided herein is true and accurate as of the date of this funding document; (2) I am an authorized purchaser for the City of Lancaster ("Customer"); (3) Customer is electing to move all existing T-Mobile lines of service under the referenced T-Mobile Billing Account Numbers from their existing T-Mobile contract(s) to the T-Mobile GSA Contract; (4) all orders placed by Customer will be in accordance with and subject to the pricing, terms and conditions under the T-Mobile GSA Contract; and (5) T-Mobile is authorized to invoice in arrears the total dollar amount for services and equipment ordered by an authorized purchaser for Customer.

Furthermore, I certify: (1) Customer shall pay charges incurred for the period of time the lines of service are active with T-Mobile and until written notice of cancellation is provided to T-Mobile by Customer; and (2) Customer acknowledges and understands that T-Mobile will not automatically terminate lines of service until written notice of cancellation is received by T-Mobile. Customer agrees to pay T-Mobile for all fees and charges for services and equipment received up to the effective date of cancellation.

If there is a change in the above certifications or information, it is the responsibility of Customer to provide prompt written notification to T-Mobile to the following address:

T-Mobile USA, Inc.
12920 S.E. 38th Street
Bellevue, WA 98006
ATTN: Vice President, T-Mobile for Government
With an email copy to: Legal_Government_Contracts@t-mobile.com

Signed by Authorized Customer Representative: _____

Name & Title: Opal Mauldin-Jones, City Manager

Customer Name: City of Lancaster





CUSTOMER INFORMATION

Customer Name:	City of Lancaster
Financial Contact Name:	Cheryl Womble
Address:	211 N. Henry Street
City:	Lancaster
State:	Texas
Zip:	75146
Financial Contact Phone:	972-218-1329
Email Address:	cwomble@lanaster-tx.com
Acct # (if applicable):	

SALES REPRESENTATION

Name & Title:	Paola Saad Castillo
Phone:	214-215-4308
Email Address:	Paola.SaadCastillo1@T-Mobile.com

T-MOBILE USA INC.

Remit To Address:	T-MOBILE USA INC
Vendor PO Address:	PO BOX 742596 Cincinnati, OH 45274-2596
Tax ID#	91-1983600
Contract Number:	GS-35F-0503M

QUOTE DATE:	OFFER EXPIRATION DATE:	DISCOUNTS		QUOTE ID REFERENCE	CONTRACT VEHICLE
3/17/2022	Saturday, April 30, 2022	MRC	NET	031722CL01	GS-35F-0503M

Equipment Options

Quantity	Model	DIR Flat Rate Price	Additional Discount	Net Equipment Cost	Equipment Subtotal
80	Franklin T9 LTE hotspot	\$90.00	-\$90.00	\$7,200.00	\$0.00
80	Kitting, Labeling and Staging	\$5.00	-\$5.00	\$400.00	\$0.00
Total Equipment Cost					\$0.00

Monthly Recurring Rate Plan Charges - GS-35F-0503M - Billed Monthly

Quantity	Rate Plan	MRC	GSA Pricing	Unit Net Price Monthly	Subtotal
80	Unlimited High Speed Mobile Internet for Government - Unlimited text and 5G/4G LTE high-speed data. (for 5G access, it needs a 5G capable device) - Unlimited text and data in 210+ countries and destinations - Domestic data roaming - Stateside International Unlimited Texting - After 50GB of data usage on a line in a bill cycle, data may be temporarily deprioritized if the network is busy.	\$35.00	\$28.70	\$28.70	\$2,296.00

Total for 1 month charges	\$2,296.00
Total for 12 month charges	\$27,552.00
Total for 24 months charges	\$55,104.00

One-Time Equipment total	\$0.00
Monthly service charges	\$2,296.00

Notes on Unlimited Plan added value at no cost to you

Management portal (suspend/unsuspend/reports)

60 day summer suspend option

New Franklin T9 hotspot on new lines

Implementation support for deployment

24x7 Dedicated 800 Support Number

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting

8.

Meeting Date: 03/28/2022

Policy Statement: This request supports the City Council 2021-2022 Policy Agenda

Goal(s): Healthy, Safe & Engaged Community
Professional and Committed City Workforce

Submitted by: Opal Mauldin-Jones, City Manager
Sam Urbanski, Police Chief

Agenda Caption:

Consider a resolution approving the terms and conditions of an interlocal agreement with the City of Desoto for the provision of Mental Health Services through the Crisis Assessment and Resources Engagement (CARE) Team.

Background:

In July 2020, Dallas County Judge Clay Jenkins requested that I, along with our Police Chief, serve on the Dallas County New Directions for Public Safety and Positive Community Change Working Group. The work group was comprised of city managers from Balch Springs, Dallas, DeSoto, Irving, Lancaster and Mesquite as well as the Dallas County District Attorney; and community members from various social justice and faith-based organizations, including individuals such as Dr. Frederick D. Hayes of Friendship West Baptist Church. The working group met for six weeks beginning in July 2020. Major areas of discussion were: Overcriminalization / Alternatives to Incarceration and Arrest / Barriers to Re-Entry for Mental Health as Crisis Point / Non-Police Intervention Investments in Health Care, Mental Health Services, Community Health for Homelessness as a Crisis Point / Non-Police Intervention Investments and Policies to Create Housing Affordable to Low-Wage Individuals and Households.

Responsively, the Dallas County Commissioners Court allocated a total of \$3,000,000 for grant proposals towards the New Direction Public Safety Grant. The goal of this grant is to provide funds to help cities and groups of cities address the crisis of criminalization, mental health, poverty and homelessness and utilize alternatives to police response and incarceration to Dallas County residents. The proposals funded by this grant will in turn provide information and data for the University of Texas at Dallas Institute of Urban Policy Research on their development of an evaluation tool to monitor the effectiveness of the programs developed by the cities.

The City of DeSoto was awarded the Dallas County New Directions Public Safety Grant for the implementation of a regional system with Best Southwest Cities. The City of DeSoto has already implemented their Crisis Assessment and Resource Engagement (CARE) Team. The CARE team provides prevention and follow-up activities in response to individuals and their families/support systems experiencing behavioral health needs, in order to lessen the frequency of crisis interventions that require Police Patrol or Fire Rescue Response, Emergency Hospitalization, or Arrest/Incarceration. The grant allowed DeSoto to extend the program to the Best Southwest Cities and Glenn Heights. Participation in the grant requires the City to enter into an Interlocal Agreement.

City Council received a presentation at the Monday, March 21, 2022, Work Session Meeting.

Legal Considerations:

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

Public Information Considerations:

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

Fiscal Impact:

The Program is funded through a grant from Dallas County in an amount not to exceed one million, eight hundred ninety-three thousand, six hundred fifty-four dollars (\$1,893,654.00) for one year.

Options/Alternatives:

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

Recommendation:

Staff recommends approval the resolution, as presented.

Attachments

Resolution

Interlocal Agreement

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT WITH THE CITY OF DESOTO FOR THE PROVISION OF MENTAL HEALTH SERVICES THROUGH THE CRISIS ASSESSMENT AND RESOURCES ENGAGEMENT (CARE) TEAM; APPROVING EXECUTION OF THE AGREEMENT BY THE CITY MANAGER, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, individuals suffering from behavioral health needs are too often the subject of emergency calls for service taxing the region's public safety resources and criminalizing or otherwise resulting in inadequate or inappropriate response to behavioral health needs; and,

WHEREAS, the City of Desoto with the support of Dallas County has developed a Crisis Assessment and Resource Engagement (CARE) Team to engage in prevention and follow-up activities in response to individuals and their family's/support systems experiencing behavioral health needs in order to lessen the frequency of crisis interventions that require a police patrol response, emergency hospitalization, or arrest/incarceration; and,

WHEREAS, the cities of Cedar Hill, Desoto, Duncanville, Glenn Heights, and Lancaster; Best Southwest (BSW) region are experiencing similar challenges and can benefit from working together in order to maximize the benefit of regional resources; and,

WHEREAS, Dallas County has awarded Desoto a New Directions in Public Safety Grant to support the development of the CARE Team, supportive regional resources, and data collection and analysis to quantify the benefit of the initiative, as set forth in Exhibit "A" attached hereto; and

WHEREAS, the CARE Team is a mobile multidisciplinary team comprised of law enforcement officers, licensed social service providers (LMSWs, LCSWs, LPC-As, or LPCs), medical support personnel and victim assistance coordinators (where applicable; and

WHEREAS, the City Council of the City of Lancaster, Texas finds it is in the best interest of the citizens of the City and the Best Southwest Region to enter into an Interlocal Agreement to participate in the CARE Team Program, attached hereto as Exhibit "B."

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

SECTION 1. This Agreement attached hereto as Exhibit "B" is made under the authority of Texas Government Code, Chapter 791, for certain professional services to be provided by the CARE Team as identified in the New Directions Grant, which is detailed in the Interlocal Agreement and Grant Proposal collectively attached hereto as Exhibit "A." The Agreement is approved and adopted by the City Council.

SECTION 2. The City Manager, or her designee, is authorized to execute the Agreement and all other necessary document.

SECTION 3. The Resolution is effective immediately upon passage by the City Council.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 28th March, 2022.

ATTEST:

Sorangel O. Arenas, City Secretary

APPROVED:

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

EXHIBIT A

THE STATE OF TEXAS	§
	§
	§
THE COUNTY OF DALLAS	§

**DALLAS COUNTY NEW DIRECTIONS IN PUBLIC SAFETY GRANT
INTERLOCAL AGREEMENT**

1. RECITALS:

This Agreement is entered into by and between Dallas County, Texas (hereinafter, "County"), acting by and through the Dallas County Commissioners Court (hereinafter, "Commissioners Court") located at 411 Elm Street, 2nd Floor, Dallas, Texas 75202, and the City of Desoto, Texas, located at 211 E. Pleasant Run Rd., DeSoto, Texas 75115 (hereinafter "City"), herein referred to individually as a "Party" or collectively as the "Parties." This Agreement is made under the authority of Texas Government Code, Chapter 791, for certain management services, as identified in Section 5 (Scope of Services) of this Agreement.

WHEREAS, the County has authorized funding for its New Directions in Public Safety Grant program (hereinafter "New Directions"); and

WHEREAS, the City's proposal was selected for the New Directions program and the City will be granted funds by the County ("Funds") as detailed herein in order for the City to execute certain management services; and

WHEREAS, the County has funded the New Directions program and seeks to work collaboratively with the City in order to address the crisis of criminalization, mental health, poverty, homelessness, substance abuse, and utilize alternatives to police response and incarceration to more properly address the needs of Dallas County residents; and

WHEREAS, the proposals funded by this New Directions will in turn provide information and data for the University of Texas at Dallas Institute of Urban Policy Research in their development of an evaluation tool to monitor the effectiveness of the management services developed by the cities; and

WHEREAS, the County desires to contract with the City for their management services to address the goals and objectives identified herein; and

WHEREAS, the County finds that the expenditure of public funds in support of the New Directions program supports a valid public purpose for the residents of the County and the participating City; and

WHEREAS, these Recitals are incorporated into this Agreement and are expressly made a part of this Agreement; and

NOW THEREFORE, in consideration of the promises and agreements hereinafter set forth, the Parties agree as follows.

2. TERM:

The term of this Agreement shall begin on May 1, 2021 and end on April 30, 2022, unless terminated earlier under any provision hereof. The Parties may mutually agree on a 1-year extension to this Agreement by written amendment and mutual approval of the Dallas County Commissioners Court and the City's City Council.

3. SCOPE OF SERVICES AND OBLIGATIONS:

- a) The City shall distribute the Funds provided by the County in accordance with the guidance as detailed in the **Exhibit A** – New Directions Grant Proposal City of Desoto, attached hereto and incorporated by reference for all purposes.
- b) The City shall only disburse the Funds within its municipal corporate limits to eligible residents and individuals as determined by the City in compliance with the guidance in Exhibit A.
- c) The City shall not be permitted to duplicate any efforts the County is undertaking for the County's New Directions program. For purposes of clarity, if a resident is a recipient of assistance from a County program, then the resident shall be automatically disqualified from any further City assistance with Funds under this agreement. The same disqualification shall apply to businesses within the City.
- d) The City shall provide any requested information related to the services under this Agreement, the New Directions program, or any related details to the University of Texas at Dallas Institute of Urban Policy Research.

4. SPECIAL PROVISIONS:

Because of the program's mission to rapidly provide assistance, the program will have the following special provisions:

- a) The Dallas County Administrator will have the authority to revise any of the program's policies, allocations, rules, and terms provided he informs the Dallas County Commissioners Court within twenty-four (24) hours of the proposed change.
- b) However, the County Administrator does not have the authority to unilaterally provide additional funding to the program.
- c) Should the County Administrator revise a component of this program and sufficiently inform the Court, the Court still retains the right to formally rescind, reverse, alter, or adopt the revision.
- d) Meeting the criteria does not obligate Dallas County to provide assistance to any municipality submitting a grant request. Any award granted under this program may not supplant – take the place of, replace – other funds used to offer these programs and services.

5. TERMS AND CONDITIONS:

County agrees to provide Funds to City for approved expenses incurred and for documented units of services performed, subject to the following limitations:

- (a) Not to Exceed Amount. City understands and agrees that the maximum total amount payable for the services and funds distributed that are described herein shall not exceed **\$1,893,654.00** (hereinafter "Not to Exceed Amount") unless a formal written amendment is executed by the Parties hereto and is formally approved by the Commissioners Court. County shall not pay for any services nor distribute any funds that would cause the amounts described herein to exceed the Not to Exceed Amount. All internal and indirect costs of distributing and dispersing the provided Funds shall be born solely by the City.
- (b) City agrees to submit complete, fully documented, and accurate itemized receipts with appropriate documentation, as required by County, on a quarterly basis to the County for funds disbursed in accordance with **Exhibit B – Budget**, incorporated by reference for all purposes. Specifically, the invoices shall be itemized and include supporting documentation, including any subcontractor invoices.
- (c) County will make payment to City upon receipt of a verified and proper documentation in accordance with Texas Government Code, Chapter 2251.
- (d) County agrees to review City's invoices and receipts and will forward payment to City within thirty (30) days of receipt of invoice after County, at its sole discretion, determines that such funds are in fact due and owing.

- (e) The Dallas County Auditor is responsible for monitoring fiscal compliance activities and shall resolve any dispute between the Parties regarding County's payments to City for services rendered under this Agreement.
- (f) The County may in its sole discretion disallow or refuse to fund any activity for which reimbursement is sought by the City that is not in compliance with **Exhibits A and/or B**. Further, the County may withhold reimbursement funding from the City if the City fails to comply with County's reporting requirements, performance objectives, or other requirements relating to City's performance of work, deliverables, and services under this Agreement. County shall pay the City only for those reimbursable costs that are allowable under applicable rules and regulations, as stated in this Agreement. County shall have the right to withhold all or part of any reimbursement funds to the City to offset any reimbursement made to City for ineligible expenditures or undocumented units of services billed as determined by the County in its sole discretion.
- (g) Prior Debts. County shall not be liable for costs incurred or performances rendered by City before or after the Term; for expenses not billed to County within the applicable time frames set forth in this Agreement; or for any payment for services or activities not provided pursuant to the terms of this Agreement.
- (h) Refund provision. The County shall have the right to demand repayment of any funds paid to City for services rendered or funds disbursed that did not comply with the terms of this Agreement or that were determined to be ineligible expenditures by the County or the Federal Government. The City shall promptly refund any monies previously paid or disbursed by County that the County, in its discretion, determines were used for services or activities that were not in compliance with this Agreement.

6. REPORTING AND ACCOUNTABILITY:

- (a) Reporting. City agrees to submit all required documentation and reports on a timely basis and in accordance with the specified time frames pursuant to this Agreement, or as requested by County. Penalties for delinquent reporting may include withholding of payments until such time all reports are received, cancellation and/or termination of this Agreement with no obligation to pay for undocumented or ineligible services, or both.
- (b) Maintenance of Records. City's records, books, and other documents reasonably related to this Agreement shall be kept and maintained in standard accounting form. Such records, books, and documents shall be made available in Dallas County subject to inspection by County or authorized County personnel.
- (c) Audit. The Dallas County Auditor, its assigns, or any other governmental entity approved by County shall have the unrestricted right to audit all data or documents related to this Agreement. Such data shall be furnished in Dallas County at a mutually convenient time within a reasonable time. Should County determine it reasonably necessary, City shall make

all of its records, books, and documents reasonably related to this Agreement available to authorized County personnel, at reasonable times and within reasonable periods, for inspection or auditing purposes or to substantiate the provisions of services under this Agreement.

- (d) Retention of Records. All records, books, and documents reasonably related to this Agreement shall be maintained and kept by City for a minimum of four (4) years and ninety (90) days after termination or expiration of this Agreement. If any litigation, claim, or audit involving these documents or records begins before the specified period expires, City must keep the records and documents for not less than four (4) years and ninety (90) days and until all litigation, claims, or audit findings are resolved, whichever is later. **City is strictly prohibited from destroying or discarding any records, books, or other documents reasonably related to this Agreement, unless the time period for maintaining such under this subsection (d) has lapsed.**

7. CONFIDENTIALITY:

- (a) City shall not disclose privileged or confidential communications or information acquired in the course of the performance under this Agreement, unless authorized by law. City agrees to adhere to all confidentiality requirements, as applicable, for performance under this Agreement.
- (b) Public Information Act. The Parties acknowledge and agree that County and City are subject, as a matter of law, to Texas Government Code, Chapter 552, also known as the "Texas Public Information Act" (hereinafter "Public Information Act"). Notwithstanding any other provision, the Parties agree that in the event that any provision of this Agreement, or other documents related to this Agreement, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, is in conflict with the Public Information Act, such provision shall be of no force or effect. Furthermore, it is expressly acknowledged and agreed that the County, County Commissioners Court, County Judge, Elected County Officials, County Department Heads and County Employees (hereinafter "County Requestors") may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any software, hardware, firmware, or any part thereof, or other equipment or item, data or information, or any other thing or item furnished to or in the possession or knowledge of County. It is further acknowledged and agreed that the County Requestors have the right and obligation by law to rely on the advice, decisions and opinions of the Texas Attorney General. City hereby releases the County Requestors from any and all liability or obligation of any type, kind or nature regarding any disclosure of any software, hardware, firmware, or any part thereof, or other equipment or item, data or information, or any other thing or item furnished by City or in the possession or knowledge of the County that is determined by County or in reliance on any advice, decision or opinion of the Texas Attorney General to be available to the public or any persons.

- (c) Any Public Information Act request received by the City or County for documents related to this Agreement or any program undertaken pursuant to this Agreement shall be handled by the entity who received the Public Information Act request.
- (d) Notwithstanding the foregoing, the Parties agree, to the extent permitted by the Public Information Act, to keep confidential (and store in a secure area with limited access) and will not copy, publish, sell, exchange, disclose, or provide to others or use any information, documents or data, provided to or disclosed to the other Party, or any information related to this Agreement, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, for any purposes other than performing each Party's obligations under this Agreement.

8. INDEMNIFICATION:

THE PARTIES AGREE TO BE RESPONSIBLE EACH FOR THEIR OWN NEGLIGENT ACTS OR OMISSIONS, OR OTHER TORTIOUS CONDUCT IN THE COURSE OF PERFORMANCE OF THIS AGREEMENT WITHOUT WAIVING ANY SOVEREIGN IMMUNITY, GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO THE PARTIES UNDER FEDERAL OR STATE LAW. NOTHING IN THIS PARAGRAPH SHALL BE CONSTRUED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, IN OR TO ANY THIRD PERSONS OR ENTITIES. THE PARTIES AGREE THAT ANY SUCH LIABILITY OR DAMAGES OCCURRING DURING THE PERFORMANCE OF THIS AGREEMENT CAUSED BY THE JOINT OR COMPARATIVE NEGLIGENCE OF THE PARTIES, OR THEIR EMPLOYEES, AGENTS OR OFFICERS, SHALL BE DETERMINED IN ACCORDANCE WITH COMPARATIVE RESPONSIBILITY LAWS OF TEXAS.

9. INSURANCE:

City and County agree that they will, at all times during the Term of this Agreement, maintain in full force and effect insurance or self-insurance to the extent permitted by applicable laws, and that is maintained at appropriate levels of insurance commensurate with each Party's obligations hereunder and in accordance with sound accounting practices. City and County will be responsible for their respective costs of such insurance, any and all deductible amounts in any policy and any denials of coverage made by their respective insurers.

10. EXPENSES

Unless prior written approval by County is obtained or otherwise detailed in this Agreement, City shall be responsible for all mileage and other miscellaneous expenses related to the fulfillment of the requirements of this Agreement. Mileage and other miscellaneous expenses shall be included in the Not to Exceed Amount.

11. TERMINATION:

- (a) Suspension. Should County desire to suspend the services, but not terminate the Agreement,

County shall issue a written order to stop work. The written order shall set out the terms of the suspension. The City shall stop all services as set forth in this Agreement and will cease to incur costs to County or disburse funds during the term of the suspension. City shall resume work when notified to do so by County in a written authorization to proceed. If a change in the terms and conditions of payment for services of this Agreement is necessary because of a suspension, a mutually agreed contract amendment will be executed in accordance with this Agreement.

(b) Termination. The County, at its option and without prejudice to any other remedy to which it may be entitled to at law or in equity, or elsewhere under this Agreement, may terminate this Agreement, in whole or part, by giving thirty (30) days prior written notice thereof to the City with the understanding that all services being performed under this Agreement shall cease upon the date specified in such notice. In the event of cancellation, City shall cease any and all services under this Agreement or disbursement of funds on the date of termination and to the extent specified in the notice of termination. Upon receipt of such notice, City shall not incur any new obligations or perform any additional services and shall cancel any outstanding obligations or services to be provided. Upon termination of this Agreement as herein above provided, any and all unspent funds that were paid or provided by County to City under this Agreement and any and all County data, documents and information in City's possession shall be returned to County within five (5) working days of the date of termination. In no event shall County's termination of this Agreement, for any reason, subject County to liability.

1. Without Cause: This Agreement may be terminated, in whole or in part, without cause, by County upon thirty (30) days prior written notice to the City.
2. With Cause: County reserves the right to terminate this Agreement immediately, in whole or in part, at its sole discretion, for the following reasons:
 - A. Lack of, or reduction in, funding or resources in accordance with Section 29 (Fiscal Funding Clause);
 - B. Non-performance by City or City's failure or inability to perform or substantially perform, for whatever reason, the services required or funds to be disbursed under this Agreement;
 - C. City's improper, misuse, or inept use of Funds under this Agreement;
 - D. City's failure to comply with the terms and provisions of this Agreement;
 - E. City's submission of invoices, data, statements and/or reports that are incorrect, incomplete, or false in any way;
 - F. City's failure to comply with County's reporting requirements, the program

objectives, the terms, conditions, or standards of this Agreement, applicable federal, state, or local laws, rules, regulations and ordinances, or any other requirement set forth in this Agreement;

G. City's failure to perform the work and services required by this Agreement within the time specified herein or any extension thereof;

H. City's inability to perform under this Agreement due to judicial order, injunction or any other court proceeding.

14. NOTICE:

Any notice to be given under this Agreement shall be deemed to have been given if reduced to writing and delivered in person or mailed by overnight or Registered Mail, postage pre-paid, to the party who is to receive such notice, demand or request at the addresses set forth below. Such notice, demand or request shall be deemed to have been given three (3) days subsequent to the date it was so delivered or mailed.

TO COUNTY:

Judge Clay Jenkins
Dallas County
411 Elm St. 2nd Floor
Dallas County, Texas 75202
(214) 653-6018 (office)
(214) 653-7449 (fax)

TO CITY:

Brandon Wright
City Manager
211 E. Pleasant Run Rd.
DeSoto, Texas 75115
(972) 230-9644
(972) 230-5793

With a copy to:

Russell Roden
Chief, Civil Division
Dallas County District Attorney's Office
411 Elm Street, 5th Floor
Dallas, Texas 75202

15. SEVERABILITY:

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

16. IMMUNITY:

This Agreement is expressly made subject to County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code and the City's governmental immunity, and all applicable federal and state law. The Parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that the County or City has by operation of law.

17. COMPLIANCE WITH LAWS:

In providing services required by this Agreement, City must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations. City shall be responsible for ensuring its compliance with any laws and regulations applicable to its operations and functions.

18. GOVERNING LAW AND VENUE:

The validity and interpretation of this Agreement, and the rights and obligations of the Parties hereunder, shall be governed by and construed in accordance with the laws of the State of Texas and any applicable guidance from the Federal Government or Federal Agency. This Agreement is performable and enforceable in Dallas County, Texas where the principal office of County is located and the state or federal courts of Dallas County shall be the sole and exclusive venue for any litigation, special proceeding, or other proceeding as between the Parties that may be brought, or arise out of, in connection with, or by reason of this Agreement.

19. AMENDMENTS AND CHANGES IN THE LAW:

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

20. THIRD PARTIES:

The obligations of each Party to this Agreement shall inure solely to the benefit of the other Party, and no other person or entity shall be a third party beneficiary of this Agreement or have any right to enforce any obligation created or established under this Agreement.

21. ASSIGNMENT:

City may not assign its rights and duties under this Agreement. Any assignment attempted shall be null and void.

22. CONTRA PROFERENTUM:

The doctrine of contra proferentum shall not apply to this Agreement. If an ambiguity exists in this Agreement, the Agreement shall not be construed against the Party who drafted the Agreement and such Party shall not be responsible for the language used.

23. ENTIRE AGREEMENT:

This Agreement, including its Attachments, Exhibits, and Addendums incorporated as a part hereof, shall constitute the entire agreement relating to the subject matter hereof between the Parties and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written, and except as otherwise provided herein, this Agreement may not be modified without prior written agreement of the Parties. Each Party acknowledges that the other Party, or anyone acting on behalf of the other Party has made no representations, inducements, promises or agreements, orally or otherwise, unless such representations, inducements, promises or agreements are embodied in this Agreement, expressly or by incorporation.

24. BINDING EFFECT:

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

25. REMEDIES/WAIVER OF BREACH:

Pursuit of any remedy provided in this Agreement shall not preclude pursuit of any other remedies herein provided or any other remedies provided by law or equity, including injunctive relief, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any obligation of the defaulting Party hereunder or of any damages accruing by reason of the violation of any of the terms, provisions, and covenants herein contained. No waiver of any term, covenant, condition, or violation of this Agreement shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained, and forbearance 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. Any waiver of any provision of this Agreement or violation thereof must be by a written instrument.

26. DEFAULT/CUMULATIVE RIGHTS/MITIGATION:

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

27. PREVENTION OF FRAUD AND ABUSE:

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

28. FISCAL FUNDING CLAUSE:

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

29. COUNTERPARTS, NUMBER/GENDER, AND HEADINGS:

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

30. INDEPENDENT CONTRACTOR:

City, including its employees, agents, or licensees, is an independent contractor and not an agent, servant, joint enterprise, or employee of the County, and is responsible for its own acts, omissions, forbearance, negligence, and deeds, and for those of its agents or employees in conjunction with the performance of services or disbursement of funds covered under this Agreement, and shall be specifically responsible for sufficient supervision and inspection to

ensure compliance in every respect with the contract requirements. There shall be no contractual relationship between any subcontractor, agent, employee, or supplier of the City and the County by virtue of this Agreement.

31. SUBCONTRACTING:

The costs of all subcontracted services are included in the fees distributed herein. Subcontracts entered into by the City will be in writing and subject to all requirements herein. City agrees that it will solely be responsible to County for the performance of this Agreement. City shall pay all subcontractors in a timely manner. County shall have the right to prohibit City from using any subcontractor.

32. PROMPT PAYMENT ACT:

City agrees that a temporary delay in making payments due to the County's accounting and disbursement procedures shall not place the County in default of this Agreement and shall not render the County liable for interest or penalties, provided such delay shall not exceed thirty (30) days after its due date. Any payment not made within thirty (30) days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.

33. TAX

Dallas County, as a county of the State of Texas, is exempted from the payment of Texas state and local sales, excise, and use taxes pursuant to Tex. Loc. Gov't Code § 151.309, and shall therefore not be liable or responsible to the City for the payment of such taxes under this Agreement.

The fees paid to City pursuant to this Agreement are inclusive of any applicable sales, use, personal property or other taxes attributable to periods on or after the applicable effective date of this Agreement and based upon or measured by City's cost in acquiring or providing products and/or services and related materials and supplies furnished or used by City in performing his obligations hereunder, including all personal property and use taxes, if any, due on equipment or software owned by City.

City accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, Workers' Compensation Insurance, Unemployment Insurance, or Retirement Benefits, Pensions, or annuities now or hereafter imposed under any state or federal laws which are measured by the wages, salaries, or other remuneration pay to persons employed by City for work performed under the terms of this Agreement.

34. SIGNATORY WARRANTY:

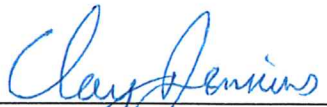
The undersigned signatories for the Parties hereby represent and warrant that they are officers of their respective organizations for which they have executed this Agreement and that they have

full and complete authorities to enter into this Agreement on behalf of their respective organizations and that the executions thereof are the acts of the parties involved and have been delivered and constitute legal, valid, and binding obligations of the respective Parties.

35. ACCEPTANCES

By their signatures below, the duly authorized representatives of County and City accept the terms of this Agreement in full.


DALLAS COUNTY:


BY: Clay Jenkins
Dallas County Judge
Date: 4/6/2021

Recommended:

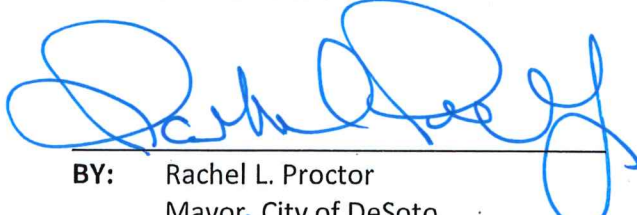

BY: Darryl Martin
Dallas County Administrator

***Approved as to Form:**
JOHN CREUZOT
DISTRICT ATTORNEY


BY: Lacey B. Lucas
Assistant District Attorney
Dallas County DA's Office, Civil Division

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

CITY TOWN OF DESOTO:


BY: Rachel L. Proctor
Mayor, City of DeSoto
Date: 4/07/21



BY: Brandon Wright
City Manager, City of DeSoto

EXHIBIT A

New Directions Grant Proposal City of Desoto

New Directions Grant Proposal

City of DeSoto

1. Please give us your proposal's mission and/or strategic plan. *

The mission of the DeSoto CARE (Crisis Assessment and Resource Engagement) Team is to utilize an interdisciplinary group to:

- Decrease community reliance on 911 for mental health services.
- Reduce direct police patrol response to mental health related calls for service and repeat emergency detentions.
- Decrease mental health population in the courts/jail system.
- Connect persons who suffer from behavioral health issues to community-based resources.
- Provide support (education, intervention, referral) to families of those who suffer from behavioral health issues.
- Assist the victims of violent crime to receive applicable financial compensation and/or other resources
- Gather statistical information on an underserved population (those with undiagnosed behavioral health issues and those who are involuntary partakers of behavioral health services) to add to county wide data for use in allocation and/or addition of resources.

2. Provide a clear description of the program and rationale/need for services. Identify if the proposal is part of an existing program or a new program. *

The CARE team is a new DeSoto program, as of October 2020. The City of DeSoto is home to about 54,459 residents. In 2019, DeSoto police officers transported 332 persons to a mental health facility on an emergency detention. In 2018, DeSoto police officers transported 302 persons. Thus far in 2020, 257 emergency detentions were performed. This is, on average, 1.42 persons per day – in DeSoto alone. It is estimated that DeSoto police officers have responded to 344 calls for service this far in 2020 that involve a mental health element. In addition, two of the main mental health facilities for the Dallas area are located in DeSoto. DeSoto officers are routinely called to these facilities to assist with emergency detentions and combative persons. The City of DeSoto has set an objective for this year to explore a regional CARE team. The regional team proposal includes the cities of DeSoto, Cedar Hill, Duncanville, Lancaster, and Glenn Heights.

3. Identify the Evidence-Based Practice (EBP) to be implemented and cite the specific source of credible research, evaluations, and literature that designates the practice as evidence-based. This should include best practice models that integrate physical health and mental health; best practice psychotherapy and psychosocial treatment programs for adults and if possible together with substance use screening, assessment and treatment; and best practice programs aimed at

addressing needs of the homeless population. Examples of previous success implementing the proposed programs/strategies may be provided. *

Irving Mental Health Response Team ("MHRT") is an interdisciplinary team consisting of police and clinical social workers. Their strategy is to perform follow up visits with individuals hospitalized under and Irving emergency detention and to assist patrol in responding to mental health calls in the community. It began operations in January 2019 and began gathering stats in April 2019. In 2019, the team made 1,387 contacts. In the first nine months of 2020, they made 1,742 contacts. These include clients that required multiple follow ups to maintain contact. Their unique contacts (no repeat visits) increased from 463 in 2019 to 564 in 2020. Team contacts for Irving MHRT are going up, partly due to COVID and partly because it is a new team. Their workload has recently dictated that they bring on additional police officers and clinicians. Team utilization in the community means that these clients are being connected to behavioral health resources and that these connections are helping on a deeper level than the emergency detention completed by patrol officers. This means less chances of going into crisis – and requiring an emergency response – before the mental health need is met. The number of contacts is encouraging because it moves them closer to the goal of police patrol having less direct interaction with the mentally ill. In 2020, DeSoto police responded to 392 calls for service that involve a mental health concern. They also performed 278 emergency detentions. The DeSoto CARE Team has been partially operational since October 1, 2020. Thus far, its members have engaged/are engaging with 58 different clients. Because it is a new program, there is no data regarding the program's impact on 911 calls for service or emergency detentions by patrol officers yet available. The program will monitor this data as well as data regarding the number of mental health related cases are diverted from the criminal justice system. It is anticipated, however, that it may take longer than the grant period to accumulate sufficient comparable data to verifiably quantify the effects of the program due to the complexity of this problem and the potential impacts of other factors such as the COVID-19 pandemic and changes in economic conditions.

4. Describe your organization's capacity and resources to implement the evidence based practice or program and the specific activities, efforts and steps taken to date to ensure readiness to implement. This includes City Council approval, administrative support, and other ways your organization has demonstrated the adoption of these measures. *

The DeSoto City Council has approved the CARE team. They have set aside some funding for the team and allotted an office space at the neutral location of the DeSoto Library. The personnel for the team have been re-assigned to staff the team full-time. A contract has been approved to partner with Parkland BioTel to provide a full-time clinical social worker and part time master's level intern. DeSoto City Manager Brandon Wright has engaged in conversations with the City Managers of Cedar Hill, Duncanville, Lancaster, and Glenn Heights to explore the idea of a regional team and has received positive feedback. DeSoto Police Chief Joe Costa has met with the police chiefs of these cities and received positive feedback as well.

4. Describe how you plan to integrate the program into the core services of your organization and continue the program following the end of the grant term. *

The team reviews all emergency detentions performed by DeSoto police officers. Any subject of these emergency detentions that lives in, or has significant ties to, DeSoto will receive follow up contact from the team. During regular strategy meetings, the team will review each client's situation and designate the group of team members best suited to provide assistance. Then this group of team members will make contact to assess the client and the client's environment. Referrals and assistance will then be given. The team will also receive referrals from the community and all other city staff. The referrals will be handled in a similar way as the emergency detentions. In addition, the team will work with the Tri-City jail and the Desoto Municipal Court to implement a diversion program. As appropriate, the team will assist in diversion efforts, no matter at what stage in the criminal justice system a client is found.

5. Identify the age range of your target population, geographical area, current number served, the projected number of individuals to be served directly by the services and the vulnerable nature of the population. Describe how this particular program will improve both the delivery of services and mental health treatment outcomes for the population served. *

DeSoto police officers interact with the undiagnosed or undertreated mentally ill population on a daily basis – sometimes multiple times in a day. Like most other police agencies, the DeSoto Police Department, on its own, does not have the training or access to resources needed to adequately address the needs of this population. By participating in the proposed program, this part of the population can be transitioned from reliance on emergency services to knowing about and having direct access to community resources. This will reduce the direct police response by decreasing the chances that individuals will reach a crisis state before receiving services.

7. Provide a proposed budget for the two-year grant funding period (examples: personnel and benefits, equipment, training, space, administrative). *

2021 - 2022 Personnel/Benefits - \$584,410.10 Office Space - \$0.00 Office Equipment/Supplies - \$24,532.00 Technology - \$29,400 Vehicles - \$53,000 Clothing/Equipment - \$4,200 Training/Travel - \$100,000 Professional Services - \$75,200 Social Services - \$20,000 2022 - 2023 Personnel/Benefits - \$865,018.10 Office Space - \$70,000 Office Equipment/Supplies - \$93,300 Technology - \$98,200 Vehicles - \$215,000 Clothing/Equipment - \$15,700 Training/Travel -

\$25,000 Professional Services - \$302,000 Social Services - \$65,000

8. Provide a description of how the organization plans to implement the program and incorporate the EBP into your core services. The description should include names and titles of the persons responsible for implementation and a timeline identifying major activities that would occur during each year of the grant term. Be sure to include a marketing and/or community engagement strategy. *

In the first year of the grant term, a program manager will be hired to coordinate the effort to identify and work with the participating agencies in order to transition into a regional CARE Team. The program manager will also oversee the grant, research other funding opportunities, and manage the transition to a regional budget. The unit coordinator will supervise the daily work of the team and ensure that it is achieving its objectives. The unit coordinator will also provide reality-based Crisis Intervention Training to the police officers of participating agencies. The primary work objective of the team will be to intervene in mental health situations before they become a crisis that requires a police patrol response, emergency hospitalization, or arrest. The team will be available to consult with officers during a 9-1-1 call, but will not be the primary responders during the first part of the grant term. If it is determined that the team should be primary responders to 9-1-1, then the regional team could be re-organized to accommodate this. Residents will be able to make referrals through the DeSoto Action Center (where city service requests are currently made) and through a link on the city's webpage. The team will also seek out suitable community-based peer groups for veterans, families of individuals with mental illness, and individual who suffer from mental illness and substance addictions. A news story on the team and its function will be prepared and offered to major news outlets and local newspapers/magazines. The DeSoto Library will offer mental health information in brochures and books. During the second and third year of the grant term, the regional team would be formed in a centralized location. This one location would provide a "one stop shop" for the residents of the region and enhance the synergy of the team. Each participating city would be provided with an LCSW, a police officer, a paramedic and a victim advocate. These teams will have the ability to function separately or together as necessary. The program manager would begin the transition from grant funding into the next phase of a regional budget.

9. Describe the services and activities to be provided and the specific measurable results and outcomes that you wish to achieve during the grant period. If applicable, cite evidence that the proposed services and activities are likely to lead to the desired outcomes. Such evidence may include, for example, research studies, proven models and regular evaluations. *

Follow up visits which provide assessment services and a warm hand off to appropriate community resources. These visits also include referrals to meet needs discovered while looking into the precipitating mental health crisis (i.e. homelessness, substance abuse, abuse/neglect, etc.) Visits are tracked with specific statistical data, such as which team members were utilized for the contact, how many clients are contacted, what needs were discovered, whether the resources available were adequate for the need, and the client recidivism rate. The diversion program involves the assessment of individuals who are either in Tri-City Jail or DeSoto Municipal court. Through this assessment, if mental health is determined to be a significant cause of the criminal behavior, diversion can be sought and monitored by the team. Diversion includes citations and state level violations before and after being charged. The ability to assess prisoners will also enhance arrestee accountability so that they can be re-directed if they are having a genuine mental health emergency or kept in place if they are simply trying to escape criminal consequences. Statistics will be kept on how many clients are diverted from the criminal justice system and into behavioral health resources, how many clients complete the diversion program, and if they re-offend after completing the diversion program.

10. Identify collaborative partners and stakeholders and their roles. Indicate relevant coordination with other resources to implement the program and/or support broader systems/community changes. *

The interdisciplinary structure of the team allows for learning about the different roles that all play in community mental health. It is a good environment for the passing of information and the growth of new ideas. Cedar Hill PD; Duncanville PD; Lancaster PD; Glenn Heights PD – Provide police personnel to liaison with the local criminal justice systems and provide security for the team Cedar Hill FD; Duncanville FD; Lancaster FD; Glenn Heights FD – Provide paramedic personnel to provide first responder medical perspective, liaison with local FDs, and administer preliminary life-saving measures on scene Parkland BioTel – Provide the contracted services of a licensed clinical social worker. Victim's Assistance – Assisting the victims of crime to know about and access resources DeSoto Municipal Court – Refer defendants to the team who will benefit from the program Municipal Judge Scott Kurth – Arraign prisoners at Tri-City Jail and refer appropriate defendants to local and/or county diversion programs. Dallas County DA – Coordinate with the district attorney for pre-charge and post-charge diversion. MetroCare – Provide primary mental health care for the jail and court diversion program. NHTBHA – Provide resource direction for the medically indigent. The team will also provide perspective-based information to NTBHA regarding resource allocation and quality. Dallas Behavioral Health/Hickory Trail Hospital – Provide local behavioral health care

11. Explain how the outcomes of the program will be measured and reported internally. Identify who will be responsible for collecting data, and describe how the results will be used and disseminated. Regular reporting to Dallas County will be required if awarded grant funds, in conjunction with the sharing of data and information to be used as part of University of Texas at Dallas research study. *

Follow up visits are tracked with specific statistical data, such as which team members were utilized for the contact, how many clients are contacted, what needs were discovered, whether the resources available were adequate for the need, and the client recidivism rate. Statistics will be kept on how many clients are diverted from the criminal justice system and into behavioral health resources, how many clients complete the diversion program, and if they re-offend after completing the diversion program. The program manager would compile the monthly statistics that are kept and report them according to the grant terms.

12. Identify other funding sources, i.e. grants, city funds, etc., that may be utilized as part of proposal. Grant funds must supplement – add to, enhance, expand, increase, extend – the programs and services offered with other funds. This grant award is not permitted to supplant –take the place of, replace – other funds used to offer these programs and services. supplant –take the place of, replace – other funds used to offer these programs and services.

Note: All costs directly or indirectly related to the preparation of a response to this program shall be the sole responsibility of the respondent of this RFG and shall be borne by the same. *

The City of DeSoto has already budgeted for the initiation of the DeSoto CARE Team. The grant funds are being sought to expand the program regionally, provide gratis counseling/substance abuse services to clients who cannot afford it, enhance officer training in interacting with the mentally ill, and provide time to seek other grant funding and organize a regional budget.

EXHIBIT B

Exhibit B - Budget					
First Grant Year	DeSoto Commitment	Grant Request	Second Grant Year	Grant Request	Approved
Personnel	\$ 499,410.10	\$ 85,000.00	Personnel	\$ 865,018.10	\$ 865,018.10
Office Space	<i>Provided</i>		Office Space	\$ 70,000.00	\$ 70,000.00
Furniture & Supplies	\$ 21,532.00	\$ 3,000.00	Furniture & Supplies	\$ 93,300.00	\$ 93,300.00
Technology & Communications	\$ 29,400.00		Technology & Communications	\$ 98,200.00	\$ 98,200.00
Vehicles	<i>Provided</i>	\$ 53,000.00	Vehicles	\$ 215,000.00	\$ 215,000.00
Clothing/PE	\$ 1,900.00	\$ 2,300.00	Clothing/PE	\$ 15,700.00	\$ 15,700.00
Travel & Training		\$ 100,000.00	Travel & Training	\$ 25,000.00	\$ 25,000.00
Professional Services	\$ 75,200.00		Professional Services	\$ 302,000.00	\$ 183,135.90
Social Services		\$ 20,000.00	Social Services	\$ 65,000.00	\$ 65,000.00
Total	\$ 627,442.10	\$ 263,300.00	Total	\$ 1,749,218.10	\$ 1,630,354.00
			Total Grant Request	\$ 2,012,518.10	
			* Year 2 Revised	\$ 1,630,354.00	\$ -
			Total Recommended	\$ 1,893,654.00	
* Funding contingent on collaboration agreement, or else year 1 will match year two					

EXHIBIT B

CARE TEAM AGREEMENT BETWEEN City OF DESOTO AND CITY OF LANCASTER POLICE DEPARTMENT

This agreement is made this 28th day of March, 2022, between the City of DeSoto, Texas (“City”), and City of Lancaster Police Department (hereinafter “Lancaster PD”), (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

WHEREAS individuals suffering from behavioral health needs are too often the subject of emergency calls for service taxing the region’s public safety resources and criminalizing or otherwise resulting in inadequate or inappropriate responses to behavioral health needs, and,

WHEREAS the City of DeSoto with the support of Dallas County has developed a Crisis Assessment and Resource Engagement (CARE) Team to engage in prevention and follow-up activities in response to individuals and their families/support systems experiencing behavioral health needs in order to lessen the frequency of crisis interventions that require a police patrol response, emergency hospitalization, or arrest/incarceration, and,

WHEREAS the cities of Cedar Hill, DeSoto, Duncanville, Glenn Heights, and Lancaster; Best Southwest (BSW) region are experiencing similar challenges and can benefit from working together in order to maximize the benefit of regional resources, and,

WHEREAS Dallas County has awarded DeSoto a New Directions in Public Safety Grant to support the development of this CARE Team, supportive regional resources, and data collection and analysis to quantify the benefit of the initiative;

WHEREAS the CARE Team is a mobile multidisciplinary team comprised of law enforcement officers, licensed social service providers (LMSWs, LCSWs, LPC-As, or LPCs), medical support personnel and victim assistance coordinators (where applicable).

The BSW CARE Team will perform the activities and duties described below:

Engage in prevention and follow-up activities, including providing/identifying appropriate resources and services within the community, to individuals and families/support systems experiencing behavioral health needs in order to lessen the frequency of crisis interventions that require a police patrol response, emergency hospitalization, or arrest/incarceration;

Provide general engagement (to establish familiarity and trust with hard to reach/engage clients), brief time-limited solution-focused skills training/problem solving case management, and coordination and/or consultation with established community supports and providers;

Establish a standardized referral process with law enforcement, local behavioral health hospitals, community agencies & citizens to provide support services to identified individuals in need;

Gather statistical information on an underserved population (those with undiagnosed behavioral health issues and those who are involuntary partakers of behavioral health services) to add to county wide data for use in allocation and/or addition of resources;

Provide training to first responders to assist them in identifying and effectively responding to incidents involving individuals experiencing behavioral health needs and similar concerns;

Gather statistical information regarding the dispatch activity/calls for service that are driven in part by individuals impacted by behavioral health needs. Analyze methods for identifying non-emergency calls for which an alternative to police or fire dispatch may be appropriate.

Establish and participate in diversion programming to offer individually crafted diversion plans with wrap-around recovery services alongside the Municipal Court Judge in order to divert criminal charges for identified individuals with behavioral health needs.

Provide community educational opportunities on topics that are most prevalent within the Best Southwest region (ex: Navigating the education system for children with behavioral health needs);

To accomplish the objectives of the BSW CARE Team, the Lancaster PD agrees to detail one (1) experienced Officer to the BSW CARE Team, for a period of not less than one year. During this period of assignment, the Lancaster PD Officer will be under the direct supervision and control of City supervisory personnel assigned to the CARE Team.

The Lancaster PD Officer assigned to the CARE Team shall adhere to the policies and procedures of their employer organization and any CARE Team operational expectation or direction of the CARE Team Regional Coordinator not inconsistent therewith. The Regional Coordinator may request that Lancaster PD replace the assigned officer at any time and for any reason beneficial to the operation of the BSW CARE Teams operation.

To accomplish the objectives of the BSW CARE Team, City will assign, hire, contract for, or otherwise provide:

- CARE Team Regional Manager,
- CARE Team Regional Coordinator;
- Licensed social service provider(s);
- Medical support personnel; and
- Administrative support

City will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the City provided staff resources and Lancaster PD Officer assigned to the CARE Team. This support will include: office space, use of vehicles, office supplies, office equipment, training, and other support items assigned to the Team.

During the period of assignment to the BSW CARE Team, the Lancaster PD will remain responsible for establishing the salary and benefits, including overtime, of the Lancaster PD Officer assigned to the CARE Team, and for making all payments due them. City will, subject to availability of funds and separate Grant Sub-Recipient Agreement, reimburse the Lancaster PD for actual salary, including overtime, of the Lancaster PD Officer assigned to the BSW CARE Team.

In no event will the Lancaster PD charge any indirect cost rate to City for the administration or implementation of this agreement.

The Lancaster PD shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by City to facilitate on-site inspection and auditing of such records and accounts.

The Lancaster PD shall permit and have readily available for examination and auditing by City, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The Lancaster PD shall maintain all such reports and records until all audits and examinations are completed and resolved, or for a period of three (3) after termination of this agreement, whichever is later.

The Lancaster PD acknowledges that this agreement will not take effect and no funds will be awarded to the Lancaster PD by City until the award of the second-year scope and funding of the Dallas County New Direction in Law Enforcement Grant to the City.

The term of this agreement shall be effective from May 1, 2022, until April 30, 2023. This agreement may be terminated by either party on thirty days' advance written notice. Billings for all outstanding obligations must be received by City within 90 days of the date of termination of this agreement. City will be responsible only for obligations incurred by Lancaster PD during the term of this agreement.

EXECUTED this _____ day of _____, 20____.

City of DeSoto, Texas

By: _____
Brandon Wright, City Manager

EXECUTED this 28th day of March, 2022.

City of Lancaster

By: _____
Name: Opal Mauldin-Jones
Title: City Manager

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting

9.

Meeting Date: 03/28/2022

Policy Statement: This request supports the City Council 2021-2022 Policy Agenda

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

Submitted by: Jermaine Sapp, Director of Equipment and Facility Services

Agenda Caption:

Consider a resolution authorizing the purchase of twelve (12) generators from Clifford Power through an interlocal agreement with Buyboard in an amount not to exceed one million, three hundred thousand, three hundred seventy-nine dollars and seventy-one cents (\$1,300,379.71).

Background:

At the August 16, 2021, Council Work Session, City Council received a presentation regarding the American Rescue Plan Act of 2021, which provides funding to local governments to broadly respond to the COVID-19 public health emergency. As established by the U.S. Department of Treasury guidance, the state, through the Texas Department of Emergency Management (TDEM), received and allocated two separate payments to eligible non-entitlement units (NEUs) of local government, which are local governments that typically serve populations under 50,000. The City of Lancaster's allocation is nine million, seven hundred -twenty thousand, one hundred forty-seven dollars and twenty cents (\$9,720,147.20).

At the October 18, 2021, Work Session meeting, City Council received a presentation regarding the American Rescue Plan Act (ARPA) of 2021, which provides funding to local governments to broadly respond to the COVID-19 public health emergency. These infrastructure projects were included in the presentation as they are eligible to improve systems that address public health. The purchase of these 12 (twelve) generators addresses public health by ensuring access to power for emergency service facilities and water infrastructure in the event of a power outage.

Operational Considerations:

An interlocal agreement allows staff to utilize other agencies' formal bid contracts. Each entity's formal bid process must meet the requirements set forth in the statutes, including advertising, M/WBE participation, reference checks, verification of insurance and bonding, if required by specifications, and any other requirements. All legal requirements are verified by the Purchasing Agent prior to recommendation or use of a contract. Utilization of interlocal agreements saves time associated with issuing bids or in obtaining quotes. Savings are achieved through aggregate volumes either through joint bidding opportunities or by addressing the cooperative language within the specifications to the vendors.

The City of Lancaster maintains an executed interlocal agreement with Buyboard authorizing this purchase. The Local Government Code authorizes cooperative agreements of this type to help save time in developing specifications and duplication during the bid process. The use of cooperative agreements is in accordance with Section 791.001 of the Texas Government Code and Section 271.101 of the Texas Local Government Code.

Generators will be purchased for the following facility locations:

Animal Shelter	690 East Main Street
City Hall	211 N. Henry
Municipal Court Building	220 West Main Street
Fire Station - No. 2	3132 North Houston School Road
Fire Station - No.3	1960 West Beltline Road
Fleet Facility	631 East Third Street
Veterans Memorial Library	1600 Veterans Memorial Parkway.
Public Safety Building	100 Craig Shaw Memorial Parkway
James R. Williams Pump Station	1999 North Jefferson
Recreation Center	1700 Veterans Memorial Parkway
Senior Life Center	240 Veterans Memorial Parkway
Visitors Center	103 N. Dallas Avenue

Legal Considerations:

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

Public Information Considerations:

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

Fiscal Impact:

This purchase is funded through the ARPA funds, in an amount not to exceed one million, three hundred thousand, three hundred seventy- nine dollars and seventy-one cents (\$1,300,379.71).

Options/Alternatives:

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

Recommendation:

Staff recommends approval of the resolution, as presented.

Attachments

Resolution

Exhibit A

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, AUTHORIZING THE PURCHASE OF TWELVE (12) GENERATORS FROM CLIFFORD POWER THROUGH AN INTERLOCAL AGREEMENT WITH BUYBOARD IN AN AMOUNT NOT TO EXCEED ONE MILLION, THREE HUNDRED THOUSAND, THREE HUNDRED SEVENTY- NINE DOLLARS AND SEVENTY-ONE CENTS (\$1,300,379.71); PROVIDING FOR A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lancaster, Texas, desires to authorize the purchase of twelve (12) facility generators, attached proposals (Exhibit A), for the named facilities: Animal Shelter, City Hall, Municipal Court, Fire Station 2, Fire Station 3, Fleet facility, Library, Public Safety Building, Pump Station, Recreation Center, Senior Life Center and Visitor's Center from Clifford Power through an Interlocal Agreement with Buyboard; and

WHEREAS, the City of Lancaster maintains an executed Interlocal Agreement with Buyboard authorizing this purchase. The Local Government Code authorizes cooperative agreements of this type to help save time in developing specifications and duplication during the bid process. The use of cooperative agreements is in accordance with Section 791.001 of the Texas Government Code and Section 271.101 of the Texas Local Government Code.

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

SECTION 1. The City Council hereby authorizes, approves and accepts the purchase of facility generators through an interlocal agreement with the Buyboard from Clifford Power in the amount not to exceed One Million, Three Hundred Thousand, Three Hundred Seventy-Nine Dollars and Seventy-one cents (\$1,300,379.71).

SECTION 2. The City Manager of the City of Lancaster, Texas (or her designee) is hereby authorized to issue appropriate purchase orders in conformity herewith.

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

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

SECTION 5. This Resolution shall become effective immediately from and after its passage, and is duly resolved.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 28th March, 2022.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney



7300 Melrose Lane
Oklahoma City, OK 73170
Phone: (405) 543-4621

PROPOSAL

Date: 2/24/2022

Proposal 1159-NEQP-22422RH

Customer: City of Lancaster

Project: City of Lancaster Animal Shelter

<u>ATS</u>		\$30,666.86
1	5 Year Extended Warranty Parts/Labor/Travel	
1	Automatic Service Entrance Rated Open Transition Transfer Switch 1000 Amp 277/480 Volt Three Phase Four Pole NEMA 3R Enclosure	
<u>Generator</u>		\$67,790.70
1	5 Year Extended Warranty Parts/Labor/Travel	
1	Generac Industrial Series SD230 Diesel 230 kW 8.7 L Three Phase 120/208 Steel Standard Weather Protected Enclosure K0250124Y21 Alternator	
Subtotal:		\$98,457.56
Total:		<u>\$98,457.56</u>

Notes and Exceptions: Lead Time 22-28 Weeks. BUY BOARD CONTRACT #646-21 TIPS #191101

The above price does not include fuel, off-loading, installation, or any sales or use tax. Price is valid for Sixty (60) days. The terms listed are for services rendered during standard business hours (M-F 8:00am-5:00pm).

The above price includes an onsite start-up inspection. All electrical and mechanical connections should be completed at the time of start up request. This includes exhaust systems, fuel piping, remote annunciators and any other system accessories. If an extra start up inspection is required because of incomplete installation, it will be invoiced at our prevailing labor and mileage rates. Clifford Power Systems, Inc. (CPS) will provide a pre-start up checklist to be filled out by the installing contractor upon completion of installation, and returned to CPS for start up scheduling. Start up must be performed within one year of shipment to validate the generator warranty.

A detailed Bill of Materials is included. Please refer to the equipment spec sheets and installation drawings for additional information. Please contact us if this information, or any other documentation is needed.

THANK YOU FOR THE OPPORTUNITY TO QUOTE THIS PROJECT!

In signing this proposal, the buyer agrees to the Terms & Conditions and the proposal terms listed above.

Rocky Hollingsworth

Customer: City of Lancaster

Project: City of Lancaster Animal Shelter

New Equipment Account Manager

Mobile (405) 543-4621

Email rhollingsworth@cliffordpower.com

Approved By _____ **Date** _____



7300 Melrose Lane
Oklahoma City, OK 73170
Phone: (405) 543-4621

PROPOSAL

Date: 2/24/2022
Proposal 1160-NEQP-22422RH

Customer: City of Lancaster

Project: City of Lancaster City Hall

<u>ATS</u>		\$30,600.45
1	5 Year Extended Warranty Parts/Labor/Travel	
1	Automatic Service Entrance Rated Open Transition Transfer Switch 1200 Amp 120/208 Volt Three Phase Four Pole NEMA 3R Enclosure	
<u>Generator</u>		\$71,559.81
1	5 Year Extended Warranty Parts/Labor/Travel	
1	Generac Industrial Series SD275 Diesel 275 kW 10.3 L Three Phase 120/208 Steel Standard Weather Protected Enclosure K0350124Y21 Alternator	
Subtotal:		\$102,160.26
Total:		<u>\$102,160.26</u>

Notes and Exceptions: Lead Time 26-32 Weeks. BUY BOARD CONTRACT #646-21 TIPS #191101

The above price does not include fuel, off-loading, installation, or any sales or use tax. Price is valid for Sixty (60) days. The terms listed are for services rendered during standard business hours (M-F 8:00am-5:00pm).

The above price includes an onsite start-up inspection. All electrical and mechanical connections should be completed at the time of start up request. This includes exhaust systems, fuel piping, remote annunciators and any other system accessories. If an extra start up inspection is required because of incomplete installation, it will be invoiced at our prevailing labor and mileage rates. Clifford Power Systems, Inc. (CPS) will provide a pre-start up checklist to be filled out by the installing contractor upon completion of installation, and returned to CPS for start up scheduling. Start up must be performed within one year of shipment to validate the generator warranty.

A detailed Bill of Materials is included. Please refer to the equipment spec sheets and installation drawings for additional information. Please contact us if this information, or any other documentation is needed.

THANK YOU FOR THE OPPORTUNITY TO QUOTE THIS PROJECT!

In signing this proposal, the buyer agrees to the Terms & Conditions and the proposal terms listed above.

Rocky Hollingsworth

New Equipment Account Manager

Mobile (405) 543-4621

Email rhollingsworth@cliffordpower.com

Approved By _____ **Date** _____

Equipment Proposed:

Quantity 1 - Generac Industrial diesel engine-driven generator set with turbocharged/aftercooled 6-cylinder 10.3L engine, consisting of the following features and accessories:

Stationary Emergency-Standby rated

275 kW Rating, wired for 120/208 VAC three phase, 60 Hz

Permanent Magnet Excitation

Standard Weather Protective Enclosure, Steel

Industrial Grey Baked-On Powder Coat Finish

UL2200

EPA Certified

SCAQMD

H-100 Control Panel

Meets NFPA 99 and 110 requirements

Temp Range -40 to 70 degrees C

Digital Microprocessor:

Two 4-line x 20 displays, full system status

3 Phase sensing, +/-0.25% digital voltage regulation

RS232, RS485 and Canbus remote ports

Waterproof connections

All engine sensors are 4-20ma for minimal interference

Programmable I/O

Built-in PLC for special applications

Engine function monitoring and control:

Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-Manual switch

Isochronous Governor, +/-0.25% frequency regulation

Full system status on all AC output and engine function parameters

Service reminders, trending, fault history (alarm log)

I2T function for full generator protection

Selectable low-speed exercise

2-wire start controls for any 2-wire transfer switch

21 Light Annunciator - Surface

Remote Emergency Stop Swith, Surface Mount, shipped loose

225 AH, 1155 CCA Group 8D Batteries, with rack, installed

Standard MLCB, 80% rated thermal-magnetic

1000 Amp

Air Filter Restriction Ind

Battery Heating Pad

Battery Charger, 10 Amp, NFPA 110 compliant, installed

Coolant Heater, 2500W, 208VAC

**36" 693 Gallon Double-Wall UL142 Basetank
Mechanical fuel level indicator gauge
Electronic fuel level sender
Emergency Vent
Std set of 3 Manuals
100DB Alarm Horn
120V GFCI and 240V Outlet
Alternator Strip Heater
Flush Mount Annunciator Kit
5-Year Comprehensive Warranty
SD0275GG17103D18HPYY3**

Quantity 1 - 8.7 10.3 DSL 5C - 5 YR P/L/T

Quantity 1 - PSTS Series Automatic Transfer Switch consisting of the following features and accessories:

**Service Entrance Rated, Open Transition
32D - Inphase Transfer, default to Time Delay Neutral
Contactor-Based Design
1200 Amp, 4 Pole, 120/208 VAC three phase
CSA C22.2 Certified
CUL Listed**

UL1008 Listed

NEMA 3R Enclosure

ATC-900 Microprocessor-Based ATS Controller

Color 4.3 Inch LCD Display

Front Panel Mimic Diagram with colored LEDs for Source/Load Indication

Standard Features:

Sensing and Programmable Setpoints for both Normal (S1) and Emergency (S2): Under-voltage/Under-frequency, Over-voltage/Over-frequency; Voltage Unbalance Sensing and Phase Reversal for all phases, Phase Loss

Adjustable Time Delays: Engine Start, Transfer Normal to Emergency & Emergency to Normal, Engine Cooldown, Emergency Fail

Programmable Source Selector, Utility to Utility or Utility to Generator

Programmable Source Selector, Generator to Generator

Pushbutton for Bypassing Time Delays on Transfer/Retransfer

Test Pushbutton

MODBUS Communication

USB Port for Memory Stick

Digital Programmable Plant Exerciser:

Off, Daily, Calendar Dates

Adjustable 0-600 Minute Run Time

Selectable for Load or No Load

Auxiliary Contacts:

Normal (S1) Source Available (2 Form C)

Emergency (S2) Source Available (2 Form C)

Normal (S1) Position Indication (1 Form C)
Emergency (S2) Position Indication (1 Form C)
Pre-Transfer Signal Contacts (1 Form C)
Input Terminal Blocks, User Programmable
Output Terminal Blocks, User Programmable
29G - Selector Switch, Auto/Manual Operation
29J - Selectable Automatic/Non-Auto Retransfer
37A - Service Equipment Rated w/o Ground Fault Protection
41A - 100W Space Heater with Adjustable Thermostat
51D1 - 50KA Transient Voltage Surge Suppression - CVX
6H - Maintained 4-Position Test Switch
Terminal Blocks for Programmable Digital Outputs
9C - Monitor Mode Selector Switch
22 - Ground Bus with Provisions for Neutral
42 - IBC/CBC Seismic Qualified
12L - Indicator Light, Normal Source Tripped
16N - Overcurrent Protection, Source 1
32A - Time Delay Neutral, Adjustable
Normal Terminal Mechanical Lugs, Customer Connection: (4) 500-1000MCM per phase
Emergency Terminal Mechanical Lugs, Customer Connection: (4) 1/0-750MCM per phase
Load Terminal Mechanical Lugs, Customer Connection: (4) 1/0-750MCM per phase
Switched Neutral
5-Year Extended Warranty
ATC9C5C41200BRU

Quantity 1 - PSTS 1200 - 5C 5 YR P/L/T

Project Management Services
Start-up, one trip including travel
Training of owners personnel at time of start up
Factory load bank testing
Submittal drawings
Dimensional drawings, Electrical drawings, Product specifications
Production testing
Technical assistance
Operation and maintenance manuals for engine, generator



7300 Melrose Lane
Oklahoma City, OK 73170
Phone: (405) 543-4621

PROPOSAL

Date: 2/24/2022
Proposal 1166-NEQP-22422RH

Customer: City of Lancaster

Project: City of Lancaster Courts

<u>ATS</u>		\$7,937.62
1	5 Year Extended Warranty Parts/Labor/Travel	
1	Generac TX Series Automatic Service Entrance Rated Open Inphase Transition 400 Amp 120/208V Three Phase Wye 3 Pole NEMA 3R Transfer Switch	
<u>Generator</u>		\$38,618.22
1	5 Year Extended Warranty Parts/Labor/Travel	
1	Generac Industrial Series SD100 Diesel 100 kW 6.7 L Three Phase 120/208 Steel Standard Weather Protected Enclosure K0100124y21 Alternator	
Subtotal:		\$46,555.84
Total:		<u>\$46,555.84</u>

Notes and Exceptions: Lead Time 15-17 Weeks. BUY BOARD CONTRACT #646-21 TIPS #191101

The above price does not include fuel, off-loading, installation, or any sales or use tax. Price is valid for Sixty (60) days. The terms listed are for services rendered during standard business hours (M-F 8:00am-5:00pm).

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A detailed Bill of Materials is included. Please refer to the equipment spec sheets and installation drawings for additional information. Please contact us if this information, or any other documentation is needed.

THANK YOU FOR THE OPPORTUNITY TO QUOTE THIS PROJECT!

In signing this proposal, the buyer agrees to the Terms & Conditions and the proposal terms listed above.

Rocky Hollingsworth

New Equipment Account Manager

Mobile (405) 543-4621

Email rhollingsworth@cliffordpower.com

Approved By _____

Date _____

Equipment Proposed:

Quantity 1 - Generac Industrial diesel engine-driven generator set with turbocharged/aftercooled 6-cylinder 6.7L engine, consisting of the following features and accessories:

Stationary Emergency-Standby rated

100 kW Rating, wired for 120/208 VAC three phase, 60 Hz

Permanent Magnet Excitation

Standard Weather Protective Enclosure, Steel

Industrial Grey Baked-On Powder Coat Finish

UL2200

EPA Certified

H-100 Control Panel

Meets NFPA 99 and 110 requirements

Temp Range -40 to 70 degrees C

Digital Microprocessor:

Two 4-line x 20 displays, full system status

3 Phase sensing, +/-0.25% digital voltage regulation

RS232, RS485 and Canbus remote ports

Waterproof connections

All engine sensors are 4-20ma for minimal interference

Programmable I/O

Built-in PLC for special applications

Engine function monitoring and control:

**Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-
Manual switch**

Isochronous Governor, +/-0.25% frequency regulation

Full system status on all AC output and engine function parameters

Service reminders, trending, fault history (alarm log)

I2T function for full generator protection

Selectable low-speed exercise

2-wire start controls for any 2-wire transfer switch

21 Light Annunciator - Surface

Remote Emergency Stop Switch, Surface-Mount, shipped loose

110 AH, 925 CCA Group 31 Battery, with rack, installed

Standard MLCB, 80% rated thermal-magnetic

400 Amp

Air Filter Restriction Ind

Battery Heating Pad

Battery Charger, 10 Amp, NFPA 110 compliant, installed

Coolant Heater, 1500W

36" 693 Gallon Double-Wall UL142 Basetank

Mechanical fuel level indicator gauge
Electronic fuel level sender
Emergency Vent
3 Owner's Manuals
100DB Alarm Horn
120V GFCI and 240V Outlet
Alternator Strip Heater
Flush Mount Annunciator Kit
Oil Temp Sender
5-Year Comprehensive Warranty
SD0100GG176.7D18HPYY3
Quantity 1 - 4.5 6.7 DSL 5C 5 YR P/L/T - Ex

Quantity 1 - TRANSFER SWITCH - TX SERIES
400 Amp, 3 pole, 120/208 VAC three phase, 60 Hz, with 2-Wire Start Circuit
Utility Voltage Sensing Controls:
Adjustable Drop-out and Pick-up
Adjustable Utility Interrupt Delay
Adjustable Logic Controls:
Minimum Standby Voltage
Minimum Standby Frequency
Engine Warmup
Return to Utility
Engine Cooldown
Transfer on Exercise
Enclosure Heater
Double Set of Form C Auxiliary Contacts
UL Listed 1008 by ETL
Controller and Circuit Breaker Covers, Padlockable, Black
NEMA 3R Enclosure
3 Owner's Manuals
65KA Contactor Withstand and Closing Rating
Service Entrance Rated
In Phase Only Transfer
Five Year Extended Warranty
TX301NS0400G3CH

Quantity 1 - G/H/M/TX 400-800 5C 5 YR P/L

Project Management Services
Start-up, one trip including travel
Training of owners personnel at time of start up
Factory load bank testing
Submittal drawings
Dimensional drawings, Electrical drawings, Product specifications
Production testing

Customer: City of Lancaster

Project: City of Lancaster Courts

Technical assistance

Operation and maintenance manuals for engine, generator



7300 Melrose Lane
Oklahoma City, OK 73170
Phone: (405) 543-4621

PROPOSAL

Date: 2/24/2022

Proposal 1164-NEQP-22422RH

Customer: City of Lancaster

Project: City of Lancaster Fire Station 2

<u>ATS</u>		\$20,134.32
1	5 Year Extended Warranty Parts/Labor/Travel	
1	Automatic Service Entrance Rated Open Programmed Transition Transfer Switch 600 Amp 120/208 Volt Three Phase Three Pole NEMA 3R Enclosure	
<u>Generator</u>		\$44,342.64
1	5 Year Extended Warranty Parts/Labor/Travel	
1	Generac Industrial Series SD130 Diesel 130 kW 6.7 L Three Phase 120/208 Steel Standard Weather Protected Enclosure K0130124Y21 Alternator	
Subtotal:		\$64,476.96
Total:		<u>\$64,476.96</u>

Notes and Exceptions: Lead Time 15-17 Weeks. BUY BOARD CONTRACT #646-21 TIPS #191101

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A detailed Bill of Materials is included. Please refer to the equipment spec sheets and installation drawings for additional information. Please contact us if this information, or any other documentation is needed.

THANK YOU FOR THE OPPORTUNITY TO QUOTE THIS PROJECT!

In signing this proposal, the buyer agrees to the Terms & Conditions and the proposal terms listed above.

Rocky Hollingsworth

New Equipment Account Manager

Mobile (405) 543-4621

Email rhollingsworth@cliffordpower.com

Approved By _____ **Date** _____

Equipment Proposed:

Quantity 1 - Generac Industrial diesel engine-driven generator set with turbocharged/aftercooled 6-cylinder 6.7L engine, consisting of the following features and accessories:

Stationary Emergency-Standby rated

130 kW Rating, wired for 120/208 VAC three phase, 60 Hz

Permanent Magnet Excitation

Standard Weather Protective Enclosure, Steel

Industrial Grey Baked-On Powder Coat Finish

UL2200

EPA Certified

H-100 Control Panel

Meets NFPA 99 and 110 requirements

Temp Range -40 to 70 degrees C

Digital Microprocessor:

Two 4-line x 20 displays, full system status

3 Phase sensing, +/-0.25% digital voltage regulation

RS232, RS485 and Canbus remote ports

Waterproof connections

All engine sensors are 4-20ma for minimal interference

Programmable I/O

Built-in PLC for special applications

Engine function monitoring and control:

**Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-
Manual switch**

Isochronous Governor, +/-0.25% frequency regulation

Full system status on all AC output and engine function parameters

Service reminders, trending, fault history (alarm log)

I2T function for full generator protection

Selectable low-speed exercise

2-wire start controls for any 2-wire transfer switch

21 Light Annunciator - Surface

Remote Emergency Stop Switch, Surface-Mount, shipped loose

110 AH, 925 CCA Group 31 Battery, with rack, installed

Standard MLCB, 80% rated thermal-magnetic

500 Amp

Air Filter Restriction Ind

Battery Heating Pad

Battery Charger, 10 Amp, NFPA 110 compliant, installed

Coolant Heater, 1500W

36" 693 Gallon Double-Wall UL142 Basetank

Mechanical fuel level indicator gauge
Electronic fuel level sender
Emergency Vent
3 Owner's Manuals
100DB Alarm Horn
120V GFCI and 240V Outlet
Alternator Strip Heater
Flush Mount Annunciator Kit
Oil Temp Sender
5-Year Comprehensive Warranty
SD0130GG176.7D18HPYY3

Quantity 1 - 4.5 6.7 DSL 5C 5 YR P/L/T - Ex

Quantity 1 - PSTS Series Automatic Transfer Switch consisting of the following features and accessories:

Service Entrance Rated, Open Transition
32D - Inphase Transfer, default to Time Delay Neutral
Contactor-Based Design
600 Amp, 3 Pole, 120/208 VAC three phase
CSA C22.2 Certified
CUL Listed
UL1008 Listed
NEMA 3R Enclosure
ATC-900 Microprocessor-Based ATS Controller
Color 4.3 Inch LCD Display
Front Panel Mimic Diagram with colored LEDs for Source/Load Indication
Standard Features:

Sensing and Programmable Setpoints for both Normal (S1) and Emergency (S2): Under-voltage/Under-frequency, Over-voltage/Over-frequency; Voltage Unbalance Sensing and Phase Reversal for all phases, Phase Loss

Adjustable Time Delays: Engine Start, Transfer Normal to Emergency & Emergency to Normal, Engine Cooldown, Emergency Fail

Programmable Source Selector, Utility to Utility or Utility to Generator

Programmable Source Selector, Generator to Generator

Pushbutton for Bypassing Time Delays on Transfer/Retransfer

Test Pushbutton

MODBUS Communication

USB Port for Memory Stick

Digital Programmable Plant Exerciser:

Off, Daily, Calendar Dates

Adjustable 0-600 Minute Run Time

Selectable for Load or No Load

Auxiliary Contacts:

Normal (S1) Source Available (2 Form C)

Emergency (S2) Source Available (2 Form C)

Normal (S1) Position Indication (1 Form C)
Emergency (S2) Position Indication (1 Form C)
Pre-Transfer Signal Contacts (1 Form C)
Input Terminal Blocks, User Programmable
Output Terminal Blocks, User Programmable
29G - Selector Switch, Auto/Manual Operation
29J - Selectable Automatic/Non-Auto Retransfer
37A - Service Equipment Rated w/o Ground Fault Protection
38A - Steel Cover for Device Panel
38B - Steel Cover for Controller
41A - 100W Space Heater with Adjustable Thermostat
6D - Maintained 2-Position Test Switch
6H - Maintained 4-Position Test Switch
Terminal Blocks for Programmable Digital Outputs
9C - Monitor Mode Selector Switch
42 - IBC/CBC Seismic Qualified
12L - Indicator Light, Normal Source Tripped
16N - Overcurrent Protection, Source 1
32A - Time Delay Neutral, Adjustable
Normal Terminal Mechanical Lugs, Customer Connection: (4) 4/0-500MCM per phase
Emergency Terminal Mechanical Lugs, Customer Connection: (4) 1/0-750MCM per phase
Load Terminal Mechanical Lugs, Customer Connection: (4) 1/0-750MCM per phase
Neutral Terminal Mechanical Lugs, Customer Connection: (12) 4/0-500MCM
5-Year Extended Warranty
ATC9C5C30600BRU

Quantity 1 - PSTS 400-800 - 5C 5 YR P/L/T
Project Management Services
Start-up, one trip including travel
Training of owners personnel at time of start up
Factory load bank testing
Submittal drawings
Dimensional drawings, Electrical drawings, Product specifications
Production testing
Technical assistance
Operation and maintenance manuals for engine, generator



7300 Melrose Lane
Oklahoma City, OK 73170
Phone: (405) 543-4621

PROPOSAL

Date: 2/24/2022
Proposal 1165-NEQP-22422RH

Customer: City of Lancaster

Project: City of Lancaster Fire Station 3

<u>ATS</u>		\$7,937.62
1	5 Year Extended Warranty Parts/Labor/Travel	
1	Generac TX Series Automatic Service Entrance Rated Open Inphase Transition 400 Amp 120/208V Three Phase Wye 3 Pole NEMA 3R Transfer Switch	
<u>Generator</u>		\$38,618.22
1	5 Year Extended Warranty Parts/Labor/Travel	
1	Generac Industrial Series SD100 Diesel 100 kW 6.7 L Three Phase 120/208 Steel Standard Weather Protected Enclosure K0100124y21 Alternator	
Subtotal:		\$46,555.84
Total:		<u>\$46,555.84</u>

Notes and Exceptions: Lead Time 15-17 Weeks. BUY BOARD CONTRACT #646-21 TIPS #191101

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A detailed Bill of Materials is included. Please refer to the equipment spec sheets and installation drawings for additional information. Please contact us if this information, or any other documentation is needed.

THANK YOU FOR THE OPPORTUNITY TO QUOTE THIS PROJECT!

In signing this proposal, the buyer agrees to the Terms & Conditions and the proposal terms listed above.

Rocky Hollingsworth

New Equipment Account Manager

Mobile (405) 543-4621

Email rhollingsworth@cliffordpower.com

Approved By _____ **Date** _____

Equipment Proposed:

Quantity 1 - Generac Industrial diesel engine-driven generator set with turbocharged/aftercooled 6-cylinder 6.7L engine, consisting of the following features and accessories:

Stationary Emergency-Standby rated

100 kW Rating, wired for 120/208 VAC three phase, 60 Hz

Permanent Magnet Excitation

Standard Weather Protective Enclosure, Steel

Industrial Grey Baked-On Powder Coat Finish

UL2200

EPA Certified

H-100 Control Panel

Meets NFPA 99 and 110 requirements

Temp Range -40 to 70 degrees C

Digital Microprocessor:

Two 4-line x 20 displays, full system status

3 Phase sensing, +/-0.25% digital voltage regulation

RS232, RS485 and Canbus remote ports

Waterproof connections

All engine sensors are 4-20ma for minimal interference

Programmable I/O

Built-in PLC for special applications

Engine function monitoring and control:

**Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-
Manual switch**

Isochronous Governor, +/-0.25% frequency regulation

Full system status on all AC output and engine function parameters

Service reminders, trending, fault history (alarm log)

I2T function for full generator protection

Selectable low-speed exercise

2-wire start controls for any 2-wire transfer switch

21 Light Annunciator - Surface

Remote Emergency Stop Switch, Surface-Mount, shipped loose

110 AH, 925 CCA Group 31 Battery, with rack, installed

Standard MLCB, 80% rated thermal-magnetic

400 Amp

Air Filter Restriction Ind

Battery Heating Pad

Battery Charger, 10 Amp, NFPA 110 compliant, installed

Coolant Heater, 1500W

36" 693 Gallon Double-Wall UL142 Basetank

Mechanical fuel level indicator gauge

Electronic fuel level sender
Emergency Vent
3 Owner's Manuals
100DB Alarm Horn
120V GFCI and 240V Outlet
Alternator Strip Heater
Flush Mount Annunciator Kit
Oil Temp Sender
5-Year Comprehensive Warranty
SD0100GG176.7D18HPYY3
Quantity 1 - 4.5 6.7 DSL 5C 5 YR P/L/T - Ex
Quantity 1 - TRANSFER SWITCH - TX SERIES
400 Amp, 3 pole, 120/208 VAC three phase, 60 Hz, with 2-Wire Start Circuit
Utility Voltage Sensing Controls:
Adjustable Drop-out and Pick-up
Adjustable Utility Interrupt Delay
Adjustable Logic Controls:
Minimum Standby Voltage
Minimum Standby Frequency
Engine Warmup
Return to Utility
Engine Cooldown
Transfer on Exercise
Enclosure Heater
Double Set of Form C Auxiliary Contacts
UL Listed 1008 by ETL
Controller and Circuit Breaker Covers, Padlockable, Black
NEMA 3R Enclosure
3 Owner's Manuals
65KA Contactor Withstand and Closing Rating
Service Entrance Rated
In Phase Only Transfer
Five Year Extended Warranty
TX301NS0400G3CH
Quantity 1 - G/H/M/TX 400-800 5C 5 YR P/L
Project Management Services
Start-up, one trip including travel
Training of owners personnel at time of start up
Factory load bank testing
Submittal drawings
Dimensional drawings, Electrical drawings, Product specifications
Production testing
Technical assistance
Operation and maintenance manuals for engine, generator



7300 Melrose Lane
Oklahoma City, OK 73170
Phone: (405) 543-4621

PROPOSAL

Date: 2/24/2022
Proposal 1158-NEQP-22422RH

Customer: City of Lancaster

Project: City of Lancaster Fleet

<u>ATS</u>		\$30,666.86
1	5 Year Extended Warranty Parts/Labor/Travel	
1	Automatic Service Entrance Rated Open Transition Transfer Switch 1000 Amp 277/480 Volt Three Phase Four Pole NEMA 3R Enclosure	
<u>Generator</u>		\$67,790.70
1	5 Year Extended Warranty Parts/Labor/Travel	
1	Generac Industrial Series SD230 Diesel 230 kW 8.7 L Three Phase 120/208 Steel Standard Weather Protected Enclosure K0250124Y21 Alternator	
Subtotal:		\$98,457.56
Total:		<u>\$98,457.56</u>

Notes and Exceptions: Lead Time 22-28 Weeks. BUY BOARD CONTRACT #646-21 TIPS #191101

The above price does not include fuel, off-loading, installation, or any sales or use tax. Price is valid for Sixty (60) days. The terms listed are for services rendered during standard business hours (M-F 8:00am-5:00pm).

The above price includes an onsite start-up inspection. All electrical and mechanical connections should be completed at the time of start up request. This includes exhaust systems, fuel piping, remote annunciators and any other system accessories. If an extra start up inspection is required because of incomplete installation, it will be invoiced at our prevailing labor and mileage rates. Clifford Power Systems, Inc. (CPS) will provide a pre-start up checklist to be filled out by the installing contractor upon completion of installation, and returned to CPS for start up scheduling. Start up must be performed within one year of shipment to validate the generator warranty.

A detailed Bill of Materials is included. Please refer to the equipment spec sheets and installation drawings for additional information. Please contact us if this information, or any other documentation is needed.

THANK YOU FOR THE OPPORTUNITY TO QUOTE THIS PROJECT!

In signing this proposal, the buyer agrees to the Terms & Conditions and the proposal terms listed above.

Rocky Hollingsworth

New Equipment Account Manager

Mobile (405) 543-4621

Email rhollingsworth@cliffordpower.com

Approved By _____ **Date** _____

Equipment Proposed:

Quantity 1 - Generac Industrial diesel engine-driven generator set with turbocharged/aftercooled 6-cylinder 8.7L engine, consisting of the following features and accessories:

Stationary Emergency-Standby rated

230 kW Rating, wired for 120/208 VAC three phase, 60 Hz

Standard Weather Protective Enclosure, Steel

Industrial Grey Baked-On Powder Coat Finish

UL2200

EPA Certified

SCAQMD

H-100 Control Panel

Meets NFPA 99 and 110 requirements

Temp Range -40 to 70 degrees C

Digital Microprocessor:

Two 4-line x 20 displays, full system status

3 Phase sensing, +/-0.25% digital voltage regulation

RS232, RS485 and Canbus remote ports

Waterproof connections

All engine sensors are 4-20ma for minimal interference

Programmable I/O

Built-in PLC for special applications

Engine function monitoring and control:

**Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-
Manual switch**

Isochronous Governor, +/-0.25% frequency regulation

Full system status on all AC output and engine function parameters

Service reminders, trending, fault history (alarm log)

I2T function for full generator protection

Selectable low-speed exercise

2-wire start controls for any 2-wire transfer switch

21 Light Annunciator - Surface

Remote Emergency Stop Switch, Surface-Mount, shipped loose

110 AH, 925 CCA Group 31 Batteries, with rack, installed

Standard MLCB, 80% rated thermal-magnetic

900 Amp

Air Filter Restriction Ind

Battery Charger, 10 Amp, NFPA 110 compliant, installed

Coolant Heater, 2000W, 240VAC

36" 693 Gallon Double-Wall UL142 Basetank

Mechanical fuel level indicator gauge

Electronic fuel level sender
Emergency Vent
Std set of 3 Manuals
100DB Alarm Horn
120V GFCI and 240V Outlet
Alternator Strip Heater
Flush Mount Annunciator Kit
5-Year Comprehensive Warranty
SD0230GG178.7D18HPYY3

Quantity 1 - 8.7 10.3 DSL 5C - 5 YR P/L/T

Quantity 1 - PSTS Series Automatic Transfer Switch consisting of the following features and accessories:

Service Entrance Rated, Open Transition
32D - Inphase Transfer, default to Time Delay Neutral
Contactor-Based Design
1000 Amp, 4 Pole, 120/208 VAC three phase
CSA C22.2 Certified
CUL Listed
UL1008 Listed
NEMA 3R Enclosure
ATC-900 Microprocessor-Based ATS Controller
Color 4.3 Inch LCD Display
Front Panel Mimic Diagram with colored LEDs for Source/Load Indication
Standard Features:

Sensing and Programmable Setpoints for both Normal (S1) and Emergency (S2): Under-voltage/Under-frequency, Over-voltage/Over-frequency; Voltage Unbalance Sensing and Phase Reversal for all phases, Phase Loss

Adjustable Time Delays: Engine Start, Transfer Normal to Emergency & Emergency to Normal, Engine Cooldown, Emergency Fail

Programmable Source Selector, Utility to Utility or Utility to Generator

Programmable Source Selector, Generator to Generator

Pushbutton for Bypassing Time Delays on Transfer/Retransfer

Test Pushbutton

MODBUS Communication

USB Port for Memory Stick

Digital Programmable Plant Exerciser:

Off, Daily, Calendar Dates

Adjustable 0-600 Minute Run Time

Selectable for Load or No Load

Auxiliary Contacts:

Normal (S1) Source Available (2 Form C)

Emergency (S2) Source Available (2 Form C)

Normal (S1) Position Indication (1 Form C)

Emergency (S2) Position Indication (1 Form C)

Pre-Transfer Signal Contacts (1 Form C)
Input Terminal Blocks, User Programmable
Output Terminal Blocks, User Programmable
29G - Selector Switch, Auto/Manual Operation
29J - Selectable Automatic/Non-Auto Retransfer
37A - Service Equipment Rated w/o Ground Fault Protection
38A - Steel Cover for Device Panel
38B - Steel Cover for Controller
41A - 100W Space Heater with Adjustable Thermostat
51D1 - 50KA Transient Voltage Surge Suppression - CVX
6D - Maintained 2-Position Test Switch
6H - Maintained 4-Position Test Switch
Terminal Blocks for Programmable Digital Outputs
9C - Monitor Mode Selector Switch
42 - IBC/CBC Seismic Qualified
12L - Indicator Light, Normal Source Tripped
16N - Overcurrent Protection, Source 1
32A - Time Delay Neutral, Adjustable
Normal Terminal Mechanical Lugs, Customer Connection: (4) 4/0-500MCM per phase
Emergency Terminal Mechanical Lugs, Customer Connection: (4) 1/0-750MCM per phase
Load Terminal Mechanical Lugs, Customer Connection: (4) 1/0-750MCM per phase
Switched Neutral
5-Year Extended Warranty
ATC9C5C41000BRU

Quantity 1 - PSTS 1000 - 5C 5 YR P/L/T

Project Management Services
Start-up, one trip including travel
Training of owners personnel at time of start up
Factory load bank testing
Submittal drawings
Dimensional drawings, Electrical drawings, Product specifications
Production testing
Technical assistance
Operation and maintenance manuals for engine, generator



7300 Melrose Lane
Oklahoma City, OK 73170
Phone: (405) 543-4621

PROPOSAL

Date: 2/24/2022
Proposal 1161-NEQP-22422RH

Customer: City of Lancaster

Project: City of Lancaster Library

<u>ATS</u>		\$30,600.45
1	5 Year Extended Warranty Parts/Labor/Travel	
1	Automatic Service Entrance Rated Open Transition Transfer Switch 1200 Amp 120/208 Volt Three Phase Four Pole NEMA 3R Enclosure	
<u>Generator</u>		\$71,559.81
1	5 Year Extended Warranty Parts/Labor/Travel	
1	Generac Industrial Series SD275 Diesel 275 kW 10.3 L Three Phase 120/208 Steel Standard Weather Protected Enclosure K0350124Y21 Alternator	
Subtotal:		\$102,160.26
Total:		<u>\$102,160.26</u>

Notes and Exceptions:

The above price does not include fuel, off-loading, installation, or any sales or use tax. Price is valid for Sixty (60) days. The terms listed are for services rendered during standard business hours (M-F 8:00am-5:00pm).

The above price includes an onsite start-up inspection. All electrical and mechanical connections should be completed at the time of start up request. This includes exhaust systems, fuel piping, remote annunciators and any other system accessories. If an extra start up inspection is required because of incomplete installation, it will be invoiced at our prevailing labor and mileage rates. Clifford Power Systems, Inc. (CPS) will provide a pre-start up checklist to be filled out by the installing contractor upon completion of installation, and returned to CPS for start up scheduling. Start up must be performed within one year of shipment to validate the generator warranty.

A detailed Bill of Materials is included. Please refer to the equipment spec sheets and installation drawings for additional information. Please contact us if this information, or any other documentation is needed.

THANK YOU FOR THE OPPORTUNITY TO QUOTE THIS PROJECT!

In signing this proposal, the buyer agrees to the Terms & Conditions and the proposal terms listed above.

Rocky Hollingsworth

New Equipment Account Manager

Mobile (405) 543-4621

Email rhollingsworth@cliffordpower.com

Approved By _____ **Date** _____

Equipment Proposed:

Quantity 1 - Generac Industrial diesel engine-driven generator set with turbocharged/aftercooled 6-cylinder 10.3L engine, consisting of the following features and accessories:

Stationary Emergency-Standby rated

275 kW Rating, wired for 120/208 VAC three phase, 60 Hz

Permanent Magnet Excitation

Standard Weather Protective Enclosure, Steel

Industrial Grey Baked-On Powder Coat Finish

UL2200

EPA Certified

SCAQMD

H-100 Control Panel

Meets NFPA 99 and 110 requirements

Temp Range -40 to 70 degrees C

Digital Microprocessor:

Two 4-line x 20 displays, full system status

3 Phase sensing, +/-0.25% digital voltage regulation

RS232, RS485 and Canbus remote ports

Waterproof connections

All engine sensors are 4-20ma for minimal interference

Programmable I/O

Built-in PLC for special applications

Engine function monitoring and control:

Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-Manual switch

Isochronous Governor, +/-0.25% frequency regulation

Full system status on all AC output and engine function parameters

Service reminders, trending, fault history (alarm log)

I2T function for full generator protection

Selectable low-speed exercise

2-wire start controls for any 2-wire transfer switch

21 Light Annunciator - Surface

Remote Emergency Stop Swith, Surface Mount, shipped loose

225 AH, 1155 CCA Group 8D Batteries, with rack, installed

Standard MLCB, 80% rated thermal-magnetic

1000 Amp

Air Filter Restriction Ind

Battery Heating Pad

Battery Charger, 10 Amp, NFPA 110 compliant, installed

Coolant Heater, 2500W, 208VAC

**36" 693 Gallon Double-Wall UL142 Basetank
Mechanical fuel level indicator gauge
Electronic fuel level sender
Emergency Vent
Std set of 3 Manuals
100DB Alarm Horn
120V GFCI and 240V Outlet
Alternator Strip Heater
Flush Mount Annunciator Kit
5-Year Comprehensive Warranty
SD0275GG17103D18HPYY3**

Quantity 1 - 8.7 10.3 DSL 5C - 5 YR P/L/T

Quantity 1 - PSTS Series Automatic Transfer Switch consisting of the following features and accessories:

**Service Entrance Rated, Open Transition
32D - Inphase Transfer, default to Time Delay Neutral
Contactor-Based Design
1200 Amp, 4 Pole, 120/208 VAC three phase
CSA C22.2 Certified
CUL Listed**

UL1008 Listed

NEMA 3R Enclosure

ATC-900 Microprocessor-Based ATS Controller

Color 4.3 Inch LCD Display

Front Panel Mimic Diagram with colored LEDs for Source/Load Indication

Standard Features:

Sensing and Programmable Setpoints for both Normal (S1) and Emergency (S2): Under-voltage/Under-frequency, Over-voltage/Over-frequency; Voltage Unbalance Sensing and Phase Reversal for all phases, Phase Loss

Adjustable Time Delays: Engine Start, Transfer Normal to Emergency & Emergency to Normal, Engine Cooldown, Emergency Fail

Programmable Source Selector, Utility to Utility or Utility to Generator

Programmable Source Selector, Generator to Generator

Pushbutton for Bypassing Time Delays on Transfer/Retransfer

Test Pushbutton

MODBUS Communication

USB Port for Memory Stick

Digital Programmable Plant Exerciser:

Off, Daily, Calendar Dates

Adjustable 0-600 Minute Run Time

Selectable for Load or No Load

Auxiliary Contacts:

Normal (S1) Source Available (2 Form C)

Emergency (S2) Source Available (2 Form C)

Normal (S1) Position Indication (1 Form C)
Emergency (S2) Position Indication (1 Form C)
Pre-Transfer Signal Contacts (1 Form C)
Input Terminal Blocks, User Programmable
Output Terminal Blocks, User Programmable
29G - Selector Switch, Auto/Manual Operation
29J - Selectable Automatic/Non-Auto Retransfer
37A - Service Equipment Rated w/o Ground Fault Protection
41A - 100W Space Heater with Adjustable Thermostat
51D1 - 50KA Transient Voltage Surge Suppression - CVX
6H - Maintained 4-Position Test Switch
Terminal Blocks for Programmable Digital Outputs
9C - Monitor Mode Selector Switch
22 - Ground Bus with Provisions for Neutral
42 - IBC/CBC Seismic Qualified
12L - Indicator Light, Normal Source Tripped
16N - Overcurrent Protection, Source 1
32A - Time Delay Neutral, Adjustable
Normal Terminal Mechanical Lugs, Customer Connection: (4) 500-1000MCM per phase
Emergency Terminal Mechanical Lugs, Customer Connection: (4) 1/0-750MCM per phase
Load Terminal Mechanical Lugs, Customer Connection: (4) 1/0-750MCM per phase
Switched Neutral
5-Year Extended Warranty
ATC9C5C41200BRU

Quantity 1 - PSTS 1200 - 5C 5 YR P/L/T

Project Management Services
Start-up, one trip including travel
Training of owners personnel at time of start up
Factory load bank testing
Submittal drawings
Dimensional drawings, Electrical drawings, Product specifications
Production testing
Technical assistance
Operation and maintenance manuals for engine, generator



7300 Melrose Lane
Oklahoma City, OK 73170
Phone: (405) 543-4621

PROPOSAL

Date: 2/24/2022
Proposal 1156-NEQP-22422RH

Customer: City of Lancaster

Project: City of Lancaster Public Safety Bldg.

<u>ATS</u>		
1	5 Year Extended Warranty Parts/Labor/Travel	\$37,482.78
1	Automatic Service Entrance Rated Open Transfer Switch 1600 Amp 277/480 Volt Three Phase Four Pole NEMA 3R Enclosure	
<u>Generator</u>		
1	5 Year Extended Warranty Parts/Labor/Travel	\$226,624.96
1	4500 Amp Connection Box	
1	Flush Mount Annunciator Kit Grey	
1	Remote Annunciator Panel Kit - Power Zone	
1	Generac Industrial Diesel Fueled Modular Parallel Generator Package 2 x 15.2L Engine 1800 RPM 277/480 Volt Three Phase Standard Steel Enclosure	
Subtotal:		\$264,107.74
Total:		<u>\$264,107.74</u>

Notes and Exceptions: Lead Time 26-32 Weeks. BUY BOARD CONTRACT #646-21 TIPS #191101

The above price does not include fuel, off-loading, installation, or any sales or use tax. Price is valid for Sixty (60) days. The terms listed are for services rendered during standard business hours (M-F 8:00am-5:00pm).

The above price includes an onsite start-up inspection. All electrical and mechanical connections should be completed at the time of start up request. This includes exhaust systems, fuel piping, remote annunciators and any other system accessories. If an extra start up inspection is required because of incomplete installation, it will be invoiced at our prevailing labor and mileage rates. Clifford Power Systems, Inc. (CPS) will provide a pre-start up checklist to be filled out by the installing contractor upon completion of installation, and returned to CPS for start up scheduling. Start up must be performed within one year of shipment to validate the generator warranty.

A detailed Bill of Materials is included. Please refer to the equipment spec sheets and installation drawings for additional information. Please contact us if this information, or any other documentation is needed.

THANK YOU FOR THE OPPORTUNITY TO QUOTE THIS PROJECT!

Customer: City of Lancaster

Project: City of Lancaster Public Safety Bldg.

In signing this proposal, the buyer agrees to the Terms & Conditions and the proposal terms listed above.

Rocky Hollingsworth

New Equipment Account Manager

Mobile (405) 543-4621

Email rhollingsworth@cliffordpower.com

Approved By _____

Date _____

Equipment Proposed:

Quantity 2 - Generac Industrial diesel engine-driven generator set with turbocharged/aftercooled 6-cylinder 15.2L engine, consisting of the following features and accessories:

Stationary Emergency-Standby rated

500kW Rating, wired for 277/480 VAC three phase, 60Hz

Permanent Magnet Excitation

UL2200

EPA Certified

Standard Weather Protective Enclosure, Steel

Industrial Grey Baked-On Powder Coat Finish

36" 1001 Gallon Double-Wall UL142 Basetank

Mechanical fuel level indicator gauge

Electronic fuel level sender

Power Zone Digital Control Panel for Single or MPS Generators

Meets NFPA 99 and 110 requirements

Temp Range -40 to 70 degrees C

Humidity 2 – 95% (Non Condensing)

UL6200

C-ETL-US

CE

FCC

IEC801 (Radiated Emissions, Susceptibility, and Surge Immunity)

7" Resistive Color Touchscreen

Built-in Wi-Fi, Bluetooth, and Webserver

IP65 (front)

Auto/Manual/Off key switch, Alarm Indication, Not in Auto Indication, audible alarm, emergency stop switch

Dual Core Digital Microprocessor

RS485, Ethernet and CANbus ports

All engine sensors are 4-20ma for minimal interference

Sensors: Oil Pressure, optional Oil Temp, Coolant Temp and Level, Fuel Level/Pressure (where applicable), Engine Speed, DC Battery Voltage, Run-time Hours, Generator Voltages, Amps, Frequency, Power, Power Factor

Alarm Status: Low or High AC Voltage, Low or High Battery Voltage, Low or High Frequency, Pre-low or Low Oil Pressure, Pre-high or High Oil Temp (optional), Low Water Level and Temp, Pre-high or High Engine Temp, High, Low, and Critical-low Fuel Level/Pressure (where applicable), Overcrank, Over and Under Speed, Unit Not in

Automatic
Programmable I/O
Built-in PLC for special applications
Engine function monitoring and control:
Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-
Manual switch
Isochronous Governor
0.25% digital frequency regulation with: soft-start ramping - adjustable, gain -
adjustable, overshoot limit - adjustable
3 Phase RMS Voltage Sensing
+/-0.5% digital voltage regulation with: soft-start voltage ramping - adjustable, loss of
sensing protection - adjustable, negative power limit - adjustable, Hi/Lo voltage limit -
adjustable, V/F slope and gain - adjustable, fault protection
Service reminders, trending, fault history (alarm log)
I2T function for full generator protection
Selectable low-speed exercise
2-wire start controls for any 2-wire transfer switch
EPA Certified
21 Light Annunciator - Surface
Remote Emergency Stop Switch, Surface-mount, shipped loose
MLCB, 80% rated, LSI Electronic Trip
800 amp
Shunt trip and Auxiliary Contacts
Coolant Heater, 2500W, 240VAC
100DB Alarm Horn
120V GFCI and 240V Outlet
Alternator Strip Heater
Flex Fuel Line
Critical Grade Silencer
Three Owner's manuals
Battery Charger, 10 Amp, NFPA 110 compliant, installed
Battery Heating Pad
225 AH, 1155 CCA Group 8D Batteries, with rack, installed
5-Year Comprehensive Warranty
MD0500KG22152D18PPYY2

Quantity 2 - 12.2 18.1 5C 5 YR P/L/T

Quantity 1 - KIT ANNUN RAP PWR ZONE

Quantity 1 - FLUSH MOUNT ANNUNCTOR KIT GREY

Quantity 1 - CONBOX 4500A PAR-GEN

Quantity 1 - PSTS Series Automatic Transfer Switch consisting of the following features and accessories:

Service Entrance Rated, Open Transition

32D - Inphase Transfer, default to Time Delay Neutral

Contactor-Based Design

1600 Amp, 4 Pole, 277/480 VAC three phase

CSA C22.2 Certified

CUL Listed

UL1008 Listed

NEMA 3R Enclosure

ATC-900 Microprocessor-Based ATS Controller

Color 4.3 Inch LCD Display

Front Panel Mimic Diagram with colored LEDs for Source/Load Indication

Standard Features:

Sensing and Programmable Setpoints for both Normal (S1) and Emergency (S2): Under-voltage/Under-frequency, Over-voltage/Over-frequency; Voltage Unbalance Sensing and Phase Reversal for all phases, Phase Loss

Adjustable Time Delays: Engine Start, Transfer Normal to Emergency & Emergency to Normal, Engine Cooldown, Emergency Fail

Programmable Source Selector, Utility to Utility or Utility to Generator

Programmable Source Selector, Generator to Generator

Pushbutton for Bypassing Time Delays on Transfer/Retransfer

Test Pushbutton

MODBUS Communication

USB Port for Memory Stick

Digital Programmable Plant Exerciser:

Off, Daily, Calendar Dates

Adjustable 0-600 Minute Run Time

Selectable for Load or No Load

Auxiliary Contacts:

Normal (S1) Source Available (2 Form C)

Emergency (S2) Source Available (2 Form C)

Normal (S1) Position Indication (1 Form C)

Emergency (S2) Position Indication (1 Form C)

Pre-Transfer Signal Contacts (1 Form C)

Input Terminal Blocks, User Programmable

Output Terminal Blocks, User Programmable

29G - Selector Switch, Auto/Manual Operation

29J - Selectable Automatic/Non-Auto Retransfer

37B - Service Equipment Rated with Ground Fault Protection

41A - 100W Space Heater with Adjustable Thermostat

51D1 - 50KA Transient Voltage Surge Suppression - CVX

6H - Maintained 4-Position Test Switch

Terminal Blocks for Programmable Digital Outputs

9C - Monitor Mode Selector Switch

22 - Ground Bus with Provisions for Neutral

42 - IBC/CBC Seismic Qualified

12L - Indicator Light, Normal Source Tripped

Customer: City of Lancaster

Project: City of Lancaster Public Safety Bldg.

16N - Overcurrent Protection, Source 1

32A - Time Delay Neutral, Adjustable

Normal Terminal Mechanical Lugs, Customer Connection: (4) 500-1000MCM per phase

Emergency Terminal Mechanical Lugs, Customer Connection: (4) 1/0-750MCM per phase

Load Terminal Mechanical Lugs, Customer Connection: (4) 1/0-750MCM per phase

Switched Neutral

5-Year Extended Warranty

ATC9C5C41600XRU

Quantity 1 - PSTS 1600 - 5C 5 YR P/L/T

Project Management Services

Start-up, one trip including travel

Training of owners personnel at time of start up

Factory load bank testing

Submittal drawings

Dimensional drawings, Electrical drawings, Product specifications

Production testing

Technical assistance

Operation and maintenance manuals for engine, generator



7300 Melrose Lane
Oklahoma City, OK 73170
Phone: (405) 543-4621

PROPOSAL

Date: 2/24/2022
Proposal 1162-NEQP-22422RH

Customer: City of Lancaster

Project: City of Lancaster Pump Station

<u>ATS</u>		\$29,702.70
1	5 Year Extended Warranty Parts/Labor/Travel	
1	Automatic Service Entrance Rated Open Transition Transfer Switch 1000 Amp 277/480 Volt Three Phase Four Pole NEMA 3R Enclosure	
<u>Generator</u>		\$106,430.60
1	5 Year Extended Warranty Parts/Labor/Travel	
1	Generac Industrial Series SD500 Diesel 500 kW 15.2 L Three Phase 277/480 Steel Standard Weather Protected Enclosure K0500124Y23 Alternator	
Subtotal:		\$136,133.30
Total:		<u>\$136,133.30</u>

Notes and Exceptions: Lead Time 26-32 Weeks. BUY BOARD CONTRACT #646-21 TIPS #191101

The above price does not include fuel, off-loading, installation, or any sales or use tax. Price is valid for Sixty (60) days. The terms listed are for services rendered during standard business hours (M-F 8:00am-5:00pm).

The above price includes an onsite start-up inspection. All electrical and mechanical connections should be completed at the time of start up request. This includes exhaust systems, fuel piping, remote annunciators and any other system accessories. If an extra start up inspection is required because of incomplete installation, it will be invoiced at our prevailing labor and mileage rates. Clifford Power Systems, Inc. (CPS) will provide a pre-start up checklist to be filled out by the installing contractor upon completion of installation, and returned to CPS for start up scheduling. Start up must be performed within one year of shipment to validate the generator warranty.

A detailed Bill of Materials is included. Please refer to the equipment spec sheets and installation drawings for additional information. Please contact us if this information, or any other documentation is needed.

THANK YOU FOR THE OPPORTUNITY TO QUOTE THIS PROJECT!

In signing this proposal, the buyer agrees to the Terms & Conditions and the proposal terms listed above.

Rocky Hollingsworth

Customer: City of Lancaster

Project: City of Lancaster Pump Station

New Equipment Account Manager

Mobile (405) 543-4621

Email rhollingsworth@cliffordpower.com

Approved By _____

Date _____

Equipment Proposed:

Quantity 1 - Generac Industrial diesel engine-driven generator set with turbocharged/aftercooled 6-cylinder 15.2L engine, consisting of the following features and accessories:

Stationary Emergency-Standby rated

500kW Rating, wired for 277/480 VAC three phase, 60Hz

Permanent Magnet Excitation

UL2200

EPA Certified

Standard Weather Protective Enclosure, Steel

Industrial Grey Baked-On Powder Coat Finish

36" 1001 Gallon Double-Wall UL142 Basetank

Mechanical fuel level indicator gauge

Electronic fuel level sender

Power Zone Digital Control Panel for Single or MPS Generators

Meets NFPA 99 and 110 requirements

Temp Range -40 to 70 degrees C

Humidity 2 – 95% (Non Condensing)

UL6200

C-ETL-US

CE

FCC

IEC801 (Radiated Emissions, Susceptibility, and Surge Immunity)

7" Resistive Color Touchscreen

Built-in Wi-Fi, Bluetooth, and Webserver

IP65 (front)

Auto/Manual/Off key switch, Alarm Indication, Not in Auto Indication, audible alarm, emergency stop switch

Dual Core Digital Microprocessor

RS485, Ethernet and CANbus ports

All engine sensors are 4-20ma for minimal interference

Sensors: Oil Pressure, optional Oil Temp, Coolant Temp and Level, Fuel Level/Pressure (where applicable), Engine Speed, DC Battery Voltage, Run-time Hours, Generator Voltages, Amps, Frequency, Power, Power Factor

Alarm Status: Low or High AC Voltage, Low or High Battery Voltage, Low or High Frequency, Pre-low or Low Oil Pressure, Pre-high or High Oil Temp (optional), Low Water Level and Temp, Pre-high or High Engine Temp, High, Low, and Critical-low Fuel Level/Pressure (where applicable), Overcrank, Over and Under Speed, Unit Not in Automatic

Programmable I/O

Built-in PLC for special applications

Engine function monitoring and control:

**Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-
Manual switch**

Isochronous Governor

**0.25% digital frequency regulation with: soft-start ramping - adjustable, gain -
adjustable, overshoot limit - adjustable**

3 Phase RMS Voltage Sensing

**+/-0.5% digital voltage regulation with: soft-start voltage ramping - adjustable, loss of
sensing protection - adjustable, negative power limit - adjustable, Hi/Lo voltage limit -
adjustable, V/F slope and gain - adjustable, fault protection**

Service reminders, trending, fault history (alarm log)

I2T function for full generator protection

Selectable low-speed exercise

2-wire start controls for any 2-wire transfer switch

EPA Certified

21 Light Annunciator - Surface

Remote Emergency Stop Switch, Surface-mount, shipped loose

Primary MLCB, 80% rated thermal-magnetic

800 amp

Coolant Heater, 2500W, 240VAC

100DB Alarm Horn

120V GFCI and 240V Outlet

Alternator Strip Heater

Flex Fuel Line

Flush mount Kit for remote annunciator

Critical Grade Silencer

Three Owner's manuals

Battery Charger, 10 Amp, NFPA 110 compliant, installed

Battery Heating Pad

225 AH, 1155 CCA Group 8D Batteries, with rack, installed

5-Year Comprehensive Warranty

SD0500KG22152D18PPYY2

Quantity 1 - 12.2 18.1 5C 5 YR P/L/T

Quantity 1 - PSTS Series Automatic Transfer Switch consisting of the following features and accessories:

Service Entrance Rated, Open Transition

32D - Inphase Transfer, default to Time Delay Neutral

Contact-Base Design

1000 Amp, 4 Pole, 277/480 VAC three phase

CSA C22.2 Certified

CUL Listed

UL1008 Listed

NEMA 3R Enclosure

ATC-900 Microprocessor-Based ATS Controller

Color 4.3 Inch LCD Display

Front Panel Mimic Diagram with colored LEDs for Source/Load Indication

Standard Features:

Sensing and Programmable Setpoints for both Normal (S1) and Emergency (S2): Under-voltage/Under-frequency, Over-voltage/Over-frequency; Voltage Unbalance Sensing and Phase Reversal for all phases, Phase Loss

Adjustable Time Delays: Engine Start, Transfer Normal to Emergency & Emergency to Normal, Engine Cooldown, Emergency Fail

Programmable Source Selector, Utility to Utility or Utility to Generator

Programmable Source Selector, Generator to Generator

Pushbutton for Bypassing Time Delays on Transfer/Retransfer

Test Pushbutton

MODBUS Communication

USB Port for Memory Stick

Digital Programmable Plant Exerciser:

Off, Daily, Calendar Dates

Adjustable 0-600 Minute Run Time

Selectable for Load or No Load

Auxiliary Contacts:

Normal (S1) Source Available (2 Form C)

Emergency (S2) Source Available (2 Form C)

Normal (S1) Position Indication (1 Form C)

Emergency (S2) Position Indication (1 Form C)

Pre-Transfer Signal Contacts (1 Form C)

Input Terminal Blocks, User Programmable

Output Terminal Blocks, User Programmable

29G - Selector Switch, Auto/Manual Operation

29J - Selectable Automatic/Non-Auto Retransfer

37B - Service Equipment Rated with Ground Fault Protection

38A - Steel Cover for Device Panel

38B - Steel Cover for Controller

41A - 100W Space Heater with Adjustable Thermostat

51D1 - 50KA Transient Voltage Surge Suppression - CVX

6D - Maintained 2-Position Test Switch

6H - Maintained 4-Position Test Switch

Terminal Blocks for Programmable Digital Outputs

9C - Monitor Mode Selector Switch

42 - IBC/CBC Seismic Qualified

12L - Indicator Light, Normal Source Tripped

16N - Overcurrent Protection, Source 1

32A - Time Delay Neutral, Adjustable

Normal Terminal Mechanical Lugs, Customer Connection: (4) 4/0-500MCM per phase

Emergency Terminal Mechanical Lugs, Customer Connection: (4) 1/0-750MCM per phase

**Load Terminal Mechanical Lugs, Customer Connection: (4) 1/0-750MCM per phase
Switched Neutral**

Customer: City of Lancaster

Project: City of Lancaster Pump Station

**5-Year Extended Warranty
ATC9C5C41000XRU**

Quantity 1 - PSTS 1000 - 5C 5 YR P/L/T

Project Management Services

Start-up, one trip including travel

Training of owners personnel at time of start up

Factory load bank testing

Submittal drawings

Dimensional drawings, Electrical drawings, Product specifications

Production testing

Technical assistance

Operation and maintenance manuals for engine, generator



7300 Melrose Lane
Oklahoma City, OK 73170
Phone: (405) 543-4621

PROPOSAL

Date: 2/24/2022
Proposal 1155-NEQP-22422RH

Customer: City of Lancaster

Project: City of Lancaster Recreational Bldg.

<u>ATS</u>		\$37,482.78
1	5 Year Extended Warranty Parts/Labor/Travel	
1	Automatic Service Entrance Rated Open Transfer Switch 1600 Amp 277/480 Volt Three Phase Four Pole NEMA 3R Enclosure	
<u>Generator</u>		\$226,624.96
1	5 Year Extended Warranty Parts/Labor/Travel	
1	4500 Amp Connection Box	
1	Flush Mount Annunciator Kit Grey	
1	Remote Annunciator Panel Kit - Power Zone	
1	Generac Industrial Diesel Fueled Modular Parallel Generator Package 2 x 15.2L Engine 1800 RPM 277/480 Volt Three Phase Standard Steel Enclosure	
Subtotal:		\$264,107.74
Total:		<u>\$264,107.74</u>

Notes and Exceptions: Lead Time 26-32 Weeks. BUY BOARD CONTRACT #646-21 TIPS #191101

The above price does not include fuel, off-loading, installation, or any sales or use tax. Price is valid for Sixty (60) days. The terms listed are for services rendered during standard business hours (M-F 8:00am-5:00pm).

The above price includes an onsite start-up inspection. All electrical and mechanical connections should be completed at the time of start up request. This includes exhaust systems, fuel piping, remote annunciators and any other system accessories. If an extra start up inspection is required because of incomplete installation, it will be invoiced at our prevailing labor and mileage rates. Clifford Power Systems, Inc. (CPS) will provide a pre-start up checklist to be filled out by the installing contractor upon completion of installation, and returned to CPS for start up scheduling. Start up must be performed within one year of shipment to validate the generator warranty.

A detailed Bill of Materials is included. Please refer to the equipment spec sheets and installation drawings for additional information. Please contact us if this information, or any other documentation is needed.

THANK YOU FOR THE OPPORTUNITY TO QUOTE THIS PROJECT!

Customer: City of Lancaster

Project: City of Lancaster Recreational Bldg.

In signing this proposal, the buyer agrees to the Terms & Conditions and the proposal terms listed above.

Rocky Hollingsworth

New Equipment Account Manager

Mobile (405) 543-4621

Email rhollingsworth@cliffordpower.com

Approved By _____ **Date** _____

Equipment Proposed:

Quantity 2 - Generac Industrial diesel engine-driven generator set with turbocharged/aftercooled 6-cylinder 15.2L engine, consisting of the following features and accessories:

Stationary Emergency-Standby rated

500kW Rating, wired for 277/480 VAC three phase, 60Hz

Permanent Magnet Excitation

UL2200

EPA Certified

Standard Weather Protective Enclosure, Steel

Industrial Grey Baked-On Powder Coat Finish

36" 1001 Gallon Double-Wall UL142 Basetank

Mechanical fuel level indicator gauge

Electronic fuel level sender

Power Zone Digital Control Panel for Single or MPS Generators

Meets NFPA 99 and 110 requirements

Temp Range -40 to 70 degrees C

Humidity 2 – 95% (Non Condensing)

UL6200

C-ETL-US

CE

FCC

IEC801 (Radiated Emissions, Susceptibility, and Surge Immunity)

7" Resistive Color Touchscreen

Built-in Wi-Fi, Bluetooth, and Webserver

IP65 (front)

Auto/Manual/Off key switch, Alarm Indication, Not in Auto Indication, audible alarm, emergency stop switch

Dual Core Digital Microprocessor

RS485, Ethernet and CANbus ports

All engine sensors are 4-20ma for minimal interference

Sensors: Oil Pressure, optional Oil Temp, Coolant Temp and Level, Fuel Level/Pressure (where applicable), Engine Speed, DC Battery Voltage, Run-time Hours, Generator Voltages, Amps, Frequency, Power, Power Factor

Alarm Status: Low or High AC Voltage, Low or High Battery Voltage, Low or High Frequency, Pre-low or Low Oil Pressure, Pre-high or High Oil Temp (optional), Low Water Level and Temp, Pre-high or High Engine Temp, High, Low, and Critical-low Fuel Level/Pressure (where applicable), Overcrank, Over and Under Speed, Unit Not in

Automatic
Programmable I/O
Built-in PLC for special applications
Engine function monitoring and control:
Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-
Manual switch
Isochronous Governor
0.25% digital frequency regulation with: soft-start ramping - adjustable, gain -
adjustable, overshoot limit - adjustable
3 Phase RMS Voltage Sensing
+/-0.5% digital voltage regulation with: soft-start voltage ramping - adjustable, loss of
sensing protection - adjustable, negative power limit - adjustable, Hi/Lo voltage limit -
adjustable, V/F slope and gain - adjustable, fault protection
Service reminders, trending, fault history (alarm log)
I2T function for full generator protection
Selectable low-speed exercise
2-wire start controls for any 2-wire transfer switch
EPA Certified
21 Light Annunciator - Surface
Remote Emergency Stop Switch, Surface-mount, shipped loose
MLCB, 80% rated, LSI Electronic Trip
800 amp
Shunt trip and Auxiliary Contacts
Coolant Heater, 2500W, 240VAC
100DB Alarm Horn
120V GFCI and 240V Outlet
Alternator Strip Heater
Flex Fuel Line
Critical Grade Silencer
Three Owner's manuals
Battery Charger, 10 Amp, NFPA 110 compliant, installed
Battery Heating Pad
225 AH, 1155 CCA Group 8D Batteries, with rack, installed
5-Year Comprehensive Warranty
MD0500KG22152D18PPYY2

Quantity 2 - 12.2 18.1 5C 5 YR P/L/T

Quantity 1 - KIT ANNUN RAP PWR ZONE

Quantity 1 - FLUSH MOUNT ANNUNCTOR KIT GREY

Quantity 1 - CONBOX 4500A PAR-GEN

Quantity 1 - PSTS Series Automatic Transfer Switch consisting of the following features and accessories:

Service Entrance Rated, Open Transition

32D - Inphase Transfer, default to Time Delay Neutral

Contactors-Based Design

1600 Amp, 4 Pole, 277/480 VAC three phase

CSA C22.2 Certified

CUL Listed

UL1008 Listed

NEMA 3R Enclosure

ATC-900 Microprocessor-Based ATS Controller

Color 4.3 Inch LCD Display

Front Panel Mimic Diagram with colored LEDs for Source/Load Indication

Standard Features:

Sensing and Programmable Setpoints for both Normal (S1) and Emergency (S2): Under-voltage/Under-frequency, Over-voltage/Over-frequency; Voltage Unbalance Sensing and Phase Reversal for all phases, Phase Loss

Adjustable Time Delays: Engine Start, Transfer Normal to Emergency & Emergency to Normal, Engine Cooldown, Emergency Fail

Programmable Source Selector, Utility to Utility or Utility to Generator

Programmable Source Selector, Generator to Generator

Pushbutton for Bypassing Time Delays on Transfer/Retransfer

Test Pushbutton

MODBUS Communication

USB Port for Memory Stick

Digital Programmable Plant Exerciser:

Off, Daily, Calendar Dates

Adjustable 0-600 Minute Run Time

Selectable for Load or No Load

Auxiliary Contacts:

Normal (S1) Source Available (2 Form C)

Emergency (S2) Source Available (2 Form C)

Normal (S1) Position Indication (1 Form C)

Emergency (S2) Position Indication (1 Form C)

Pre-Transfer Signal Contacts (1 Form C)

Input Terminal Blocks, User Programmable

Output Terminal Blocks, User Programmable

29G - Selector Switch, Auto/Manual Operation

29J - Selectable Automatic/Non-Auto Retransfer

37B - Service Equipment Rated with Ground Fault Protection

41A - 100W Space Heater with Adjustable Thermostat

51D1 - 50KA Transient Voltage Surge Suppression - CVX

6H - Maintained 4-Position Test Switch

Terminal Blocks for Programmable Digital Outputs

9C - Monitor Mode Selector Switch

22 - Ground Bus with Provisions for Neutral

42 - IBC/CBC Seismic Qualified

12L - Indicator Light, Normal Source Tripped

Customer: City of Lancaster

Project: City of Lancaster Recreational Bldg.

16N - Overcurrent Protection, Source 1

32A - Time Delay Neutral, Adjustable

Normal Terminal Mechanical Lugs, Customer Connection: (4) 500-1000MCM per phase

Emergency Terminal Mechanical Lugs, Customer Connection: (4) 1/0-750MCM per phase

Load Terminal Mechanical Lugs, Customer Connection: (4) 1/0-750MCM per phase

Switched Neutral

5-Year Extended Warranty

ATC9C5C41600XRU

Quantity 1 - PSTS 1600 - 5C 5 YR P/L/T

Project Management Services

Start-up, one trip including travel

Training of owners personnel at time of start up

Factory load bank testing

Submittal drawings

Dimensional drawings, Electrical drawings, Product specifications

Production testing

Technical assistance

Operation and maintenance manuals for engine, generator



7300 Melrose Lane
Oklahoma City, OK 73170
Phone: (405) 543-4621

PROPOSAL

Date: 2/24/2022
Proposal 1157-NEQP-22422RH

Customer: City of Lancaster

Project: City of Lancaster Senior Life Center

<u>ATS</u>		\$30,666.86
1	5 Year Extended Warranty Parts/Labor/Travel	
1	Automatic Service Entrance Rated Open Transition Transfer Switch 1000 Amp 277/480 Volt Three Phase Four Pole NEMA 3R Enclosure	
<u>Generator</u>		\$67,790.70
1	5 Year Extended Warranty Parts/Labor/Travel	
1	Generac Industrial Series SD230 Diesel 230 kW 8.7 L Three Phase 120/208 Steel Standard Weather Protected Enclosure K0250124Y21 Alternator	
Subtotal:		\$98,457.56
Total:		<u>\$98,457.56</u>

Notes and Exceptions: Lead Time 28-32 Weeks. BUY BOARD CONTRACT #646-21 TIPS #191101

The above price does not include fuel, off-loading, installation, or any sales or use tax. Price is valid for Sixty (60) days. The terms listed are for services rendered during standard business hours (M-F 8:00am-5:00pm).

The above price includes an onsite start-up inspection. All electrical and mechanical connections should be completed at the time of start up request. This includes exhaust systems, fuel piping, remote annunciators and any other system accessories. If an extra start up inspection is required because of incomplete installation, it will be invoiced at our prevailing labor and mileage rates. Clifford Power Systems, Inc. (CPS) will provide a pre-start up checklist to be filled out by the installing contractor upon completion of installation, and returned to CPS for start up scheduling. Start up must be performed within one year of shipment to validate the generator warranty.

A detailed Bill of Materials is included. Please refer to the equipment spec sheets and installation drawings for additional information. Please contact us if this information, or any other documentation is needed.

THANK YOU FOR THE OPPORTUNITY TO QUOTE THIS PROJECT!

In signing this proposal, the buyer agrees to the Terms & Conditions and the proposal terms listed above.

Rocky Hollingsworth

Customer: City of Lancaster

Project: City of Lancaster Senior Life Center

New Equipment Account Manager

Mobile (405) 543-4621

Email rhollingsworth@cliffordpower.com

Approved By _____

Date _____

Equipment Proposed:

Quantity 1 - Generac Industrial diesel engine-driven generator set with turbocharged/aftercooled 6-cylinder 8.7L engine, consisting of the following features and accessories:

Stationary Emergency-Standby rated

230 kW Rating, wired for 120/208 VAC three phase, 60 Hz

Standard Weather Protective Enclosure, Steel

Industrial Grey Baked-On Powder Coat Finish

UL2200

EPA Certified

SCAQMD

H-100 Control Panel

Meets NFPA 99 and 110 requirements

Temp Range -40 to 70 degrees C

Digital Microprocessor:

Two 4-line x 20 displays, full system status

3 Phase sensing, +/-0.25% digital voltage regulation

RS232, RS485 and Canbus remote ports

Waterproof connections

All engine sensors are 4-20ma for minimal interference

Programmable I/O

Built-in PLC for special applications

Engine function monitoring and control:

**Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-
Manual switch**

Isochronous Governor, +/-0.25% frequency regulation

Full system status on all AC output and engine function parameters

Service reminders, trending, fault history (alarm log)

I2T function for full generator protection

Selectable low-speed exercise

2-wire start controls for any 2-wire transfer switch

21 Light Annunciator - Surface

Remote Emergency Stop Switch, Surface-Mount, shipped loose

110 AH, 925 CCA Group 31 Batteries, with rack, installed

Standard MLCB, 80% rated thermal-magnetic

900 Amp

Air Filter Restriction Ind

Battery Charger, 10 Amp, NFPA 110 compliant, installed

Coolant Heater, 2000W, 240VAC

36" 693 Gallon Double-Wall UL142 Basetank

Mechanical fuel level indicator gauge

Electronic fuel level sender
Emergency Vent
Std set of 3 Manuals
100DB Alarm Horn
120V GFCI and 240V Outlet
Alternator Strip Heater
Flush Mount Annunciator Kit
5-Year Comprehensive Warranty
SD0230GG178.7D18HPYY3

Quantity 1 - 8.7 10.3 DSL 5C - 5 YR P/L/T

Quantity 1 - PSTS Series Automatic Transfer Switch consisting of the following features and accessories:

Service Entrance Rated, Open Transition
32D - Inphase Transfer, default to Time Delay Neutral
Contactor-Based Design
1000 Amp, 4 Pole, 120/208 VAC three phase
CSA C22.2 Certified
CUL Listed
UL1008 Listed
NEMA 3R Enclosure
ATC-900 Microprocessor-Based ATS Controller
Color 4.3 Inch LCD Display
Front Panel Mimic Diagram with colored LEDs for Source/Load Indication
Standard Features:

Sensing and Programmable Setpoints for both Normal (S1) and Emergency (S2): Under-voltage/Under-frequency, Over-voltage/Over-frequency; Voltage Unbalance Sensing and Phase Reversal for all phases, Phase Loss

Adjustable Time Delays: Engine Start, Transfer Normal to Emergency & Emergency to Normal, Engine Cooldown, Emergency Fail

Programmable Source Selector, Utility to Utility or Utility to Generator

Programmable Source Selector, Generator to Generator

Pushbutton for Bypassing Time Delays on Transfer/Retransfer

Test Pushbutton

MODBUS Communication

USB Port for Memory Stick

Digital Programmable Plant Exerciser:

Off, Daily, Calendar Dates

Adjustable 0-600 Minute Run Time

Selectable for Load or No Load

Auxiliary Contacts:

Normal (S1) Source Available (2 Form C)

Emergency (S2) Source Available (2 Form C)

Normal (S1) Position Indication (1 Form C)

Emergency (S2) Position Indication (1 Form C)

Pre-Transfer Signal Contacts (1 Form C)
Input Terminal Blocks, User Programmable
Output Terminal Blocks, User Programmable
29G - Selector Switch, Auto/Manual Operation
29J - Selectable Automatic/Non-Auto Retransfer
37A - Service Equipment Rated w/o Ground Fault Protection
38A - Steel Cover for Device Panel
38B - Steel Cover for Controller
41A - 100W Space Heater with Adjustable Thermostat
51D1 - 50KA Transient Voltage Surge Suppression - CVX
6D - Maintained 2-Position Test Switch
6H - Maintained 4-Position Test Switch
Terminal Blocks for Programmable Digital Outputs
9C - Monitor Mode Selector Switch
42 - IBC/CBC Seismic Qualified
12L - Indicator Light, Normal Source Tripped
16N - Overcurrent Protection, Source 1
32A - Time Delay Neutral, Adjustable
Normal Terminal Mechanical Lugs, Customer Connection: (4) 4/0-500MCM per phase
Emergency Terminal Mechanical Lugs, Customer Connection: (4) 1/0-750MCM per phase
Load Terminal Mechanical Lugs, Customer Connection: (4) 1/0-750MCM per phase
Switched Neutral
5-Year Extended Warranty
ATC9C5C41000BRU

Quantity 1 - PSTS 1000 - 5C 5 YR P/L/T

Project Management Services
Start-up, one trip including travel
Training of owners personnel at time of start up
Factory load bank testing
Submittal drawings
Dimensional drawings, Electrical drawings, Product specifications
Production testing
Technical assistance
Operation and maintenance manuals for engine, generator



7300 Melrose Lane
Oklahoma City, OK 73170
Phone: (405) 543-4621

PROPOSAL

Date: 2/24/2022

Proposal 1163-NEQP-22422RH

Customer: City of Lancaster

Project: City of Lancaster Visitor's Center

<u>ATS</u>		\$24,822.66
1	5 Year Extended Warranty Parts/Labor/Travel	
1	Automatic Service Entrance Rated Open Transition Transfer Switch 800 Amp 120/208 Volt Three Phase Four Pole NEMA 3R Enclosure	
<u>Generator</u>		\$52,437.99
1	5 Year Extended Warranty Parts/Labor/Travel	
1	Generac Industrial Series SD175 Diesel 175 kW 6.7 L Three Phase 120/208 Steel Standard Weather Protected Enclosure K0200124Y21 Alternator	
Subtotal:		\$77,260.65
Total:		<u>\$77,260.65</u>

Notes and Exceptions: Lead Time 15-17 Weeks. BUY BOARD CONTRACT #646-21 TIPS #191101

The above price does not include fuel, off-loading, installation, or any sales or use tax. Price is valid for Sixty (60) days. The terms listed are for services rendered during standard business hours (M-F 8:00am-5:00pm).

The above price includes an onsite start-up inspection. All electrical and mechanical connections should be completed at the time of start up request. This includes exhaust systems, fuel piping, remote annunciators and any other system accessories. If an extra start up inspection is required because of incomplete installation, it will be invoiced at our prevailing labor and mileage rates. Clifford Power Systems, Inc. (CPS) will provide a pre-start up checklist to be filled out by the installing contractor upon completion of installation, and returned to CPS for start up scheduling. Start up must be performed within one year of shipment to validate the generator warranty.

A detailed Bill of Materials is included. Please refer to the equipment spec sheets and installation drawings for additional information. Please contact us if this information, or any other documentation is needed.

THANK YOU FOR THE OPPORTUNITY TO QUOTE THIS PROJECT!

In signing this proposal, the buyer agrees to the Terms & Conditions and the proposal terms listed above.

Rocky Hollingsworth

Customer: City of Lancaster

Project: City of Lancaster Visitor's Center

New Equipment Account Manager

Mobile (405) 543-4621

Email rhollingsworth@cliffordpower.com

Approved By _____

Date _____

Equipment Proposed:

Quantity 1 - Generac Industrial diesel engine-driven generator set with turbocharged/aftercooled 6-cylinder 6.7L engine, consisting of the following features and accessories:

Stationary Emergency-Standby rated

175 kW Rating, wired for 120/208 VAC three phase, 60 Hz

Permanent Magnet Excitation

Standard Weather Protective Enclosure, Steel

Industrial Grey Baked-On Powder Coat Finish

UL2200

EPA Certified

H-100 Control Panel

Meets NFPA 99 and 110 requirements

Temp Range -40 to 70 degrees C

Digital Microprocessor:

Two 4-line x 20 displays, full system status

3 Phase sensing, +/-0.25% digital voltage regulation

RS232, RS485 and Canbus remote ports

Waterproof connections

All engine sensors are 4-20ma for minimal interference

Programmable I/O

Built-in PLC for special applications

Engine function monitoring and control:

**Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-
Manual switch**

Isochronous Governor, +/-0.25% frequency regulation

Full system status on all AC output and engine function parameters

Service reminders, trending, fault history (alarm log)

I2T function for full generator protection

Selectable low-speed exercise

2-wire start controls for any 2-wire transfer switch

21 Light Annunciator - Surface

Remote Emergency Stop Switch, Surface-Mount, shipped loose

110 AH, 925 CCA Group 31 Batteries, dual-paralleled, with rack, installed

Standard MLCB, 80% rated thermal-magnetic

700 Amp

Air Filter Restriction Ind

Battery Heating Pad

Battery Charger, 10 Amp, NFPA 110 compliant, installed

Coolant Heater, 1500W

36" 693 Gallon Double-Wall UL142 Basetank

Mechanical fuel level indicator gauge
Electronic fuel level sender
Emergency Vent
3 Owner's Manuals
100DB Alarm Horn
120V GFCI and 240V Outlet
Alternator Strip Heater
Flush Mount Annunciator Kit
5-Year Comprehensive Warranty
SD0175GG176.7D18HPYY3

Quantity 1 - 4.5 6.7 DSL 5C 5 YR P/L/T - Ex

Quantity 1 - PSTS Series Automatic Transfer Switch consisting of the following features and accessories:

Service Entrance Rated, Open Transition
32D - Inphase Transfer, default to Time Delay Neutral
Contactor-Based Design
800 Amp, 4 Pole, 120/208 VAC three phase
CSA C22.2 Certified
CUL Listed
UL1008 Listed
NEMA 3R Enclosure
ATC-900 Microprocessor-Based ATS Controller
Color 4.3 Inch LCD Display
Front Panel Mimic Diagram with colored LEDs for Source/Load Indication

Standard Features:

Sensing and Programmable Setpoints for both Normal (S1) and Emergency (S2): Under-voltage/Under-frequency, Over-voltage/Over-frequency; Voltage Unbalance Sensing and Phase Reversal for all phases, Phase Loss
Adjustable Time Delays: Engine Start, Transfer Normal to Emergency & Emergency to Normal, Engine Cooldown, Emergency Fail
Programmable Source Selector, Utility to Utility or Utility to Generator
Programmable Source Selector, Generator to Generator
Pushbutton for Bypassing Time Delays on Transfer/Retransfer
Test Pushbutton
MODBUS Communication
USB Port for Memory Stick
Digital Programmable Plant Exerciser:
Off, Daily, Calendar Dates
Adjustable 0-600 Minute Run Time
Selectable for Load or No Load
Auxiliary Contacts:
Normal (S1) Source Available (2 Form C)
Emergency (S2) Source Available (2 Form C)
Normal (S1) Position Indication (1 Form C)

Emergency (S2) Position Indication (1 Form C)
Pre-Transfer Signal Contacts (1 Form C)
Input Terminal Blocks, User Programmable
Output Terminal Blocks, User Programmable
29G - Selector Switch, Auto/Manual Operation
29J - Selectable Automatic/Non-Auto Retransfer
37A - Service Equipment Rated w/o Ground Fault Protection
38A - Steel Cover for Device Panel
38B - Steel Cover for Controller
41A - 100W Space Heater with Adjustable Thermostat
51D1 - 50KA Transient Voltage Surge Suppression - CVX
6D - Maintained 2-Position Test Switch
6H - Maintained 4-Position Test Switch
Terminal Blocks for Programmable Digital Outputs
9C - Monitor Mode Selector Switch
42 - IBC/CBC Seismic Qualified
12L - Indicator Light, Normal Source Tripped
16N - Overcurrent Protection, Source 1
32A - Time Delay Neutral, Adjustable
Normal Terminal Mechanical Lugs, Customer Connection: (4) 4/0-500MCM per phase
Emergency Terminal Mechanical Lugs, Customer Connection: (4) 1/0-750MCM per phase
Load Terminal Mechanical Lugs, Customer Connection: (4) 1/0-750MCM per phase
Switched Neutral
5-Year Extended Warranty
ATC9C5C40800BRU

Quantity 1 - PSTS 400-800 - 5C 5 YR P/L/T

Project Management Services
Start-up, one trip including travel
Training of owners personnel at time of start up
Factory load bank testing
Submittal drawings
Dimensional drawings, Electrical drawings, Product specifications
Production testing
Technical assistance
Operation and maintenance manuals for engine, generator

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting

10.

Meeting Date: 03/28/2022

Policy Statement: This request supports the City Council 2021-2022 Policy Agenda

Goal(s): Healthy, Safe & Engaged Community
Quality Development

Submitted by: Vicki Coleman, Director of Development Services

Agenda Caption:

Z22-06 Conduct a public hearing and consider an ordinance granting a Specific Use Permit (SUP) for an indoor playground at Lancaster Plaza Shopping Center, located on the northeast corner of W. Pleasant Run Road and Rogers Road. The property is addressed as 1007-1065 W. Pleasant Run Road, Suite 1023, City of Lancaster, Dallas County, Texas.

Background:

1. **Location and Size:** The property is addressed as 1007-1065 W. Pleasant Run Road, Suite 1023 at the northeast corner of W. Pleasant Run Road and Rogers Road. The suite is 0.19 acres in size.
2. **Current Zoning:** The subject property is currently zoned R- Retail.
3. **Adjacent Properties:**
 - North Neighborhood Services (NS) - Vacant
 - South Multi-Family-16 (MF-16) - Riverbend Apartments (Occupied)
 - East Single Family-6 (SF-6) - Refreshing Springs Church
 - West Neighborhood Services (NS) - Vacant
4. **Comprehensive Plan Compatibility:** The 2016 Comprehensive Plan designates the subject property as Commercial Node. Commercial nodes occur at major intersections or corridors that are identified throughout the city. Based on the place types, commercial nodes would allow community or regional commercial centers. The proposed indoor playground is consistent with the current retail zoning.

Operational Considerations:

Article 14.400 Permissible Uses, Section 14.401 Land Use Schedule of the Lancaster Development Code (LDC) permits Commercial Amusement/Recreation (Inside) with SUP. The LDC, in Section 14.404, states that "a SUP is required for any use identified in the Land Use Table as requiring one". Section 14.404 further states that "The Planning and Zoning Commission in considering and determining its recommendations to the City Council on any request for a Specific Use Permit may require from the applicant plans, information, operating data and expert evaluation concerning the location and function and characteristics of any building or use proposed. The City Council may, in the interest of public welfare and to assure compliance of this Ordinance, establish conditions of operation, location, arrangement and construction of any use for which a permit is authorized. In authorizing the location of any of the uses listed as Specific Use Permits, the City Council may impose such development standards and safeguards as the conditions and locations indicate important to the welfare and protection

of adjacent property from excessive noise, vibration, dust, smoke, fumes, gas, odor, explosion, glare, offensive view or other undesirable or hazardous conditions".

The applicant intends to provide an indoor playground for children and the details are highlighted on the attached letter of intent and the picture of what the inside will look like is also attached. The Lancaster Plaza Shopping Center has ample spaces as documented on the attached Tenant Mix/Parking Requirement list. The proposed use will not have negative impacts on adjacent uses, since all activities will take place indoors but will instead complement the daycare use located within the same shopping center. Since all the activities will be taking place indoors, the proposed indoor playground will be required to meet all the fire and state codes and licenses.

Legal Considerations:

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

Public Information Considerations:

On February 20, 2022, a notice for this public hearing appeared in the Focus Daily Newspaper. Staff also mailed notifications of this public hearing to all property owners that are within 200-feet of the subject site.

Options/Alternatives:

1. City Council may approve the SUP request, as presented.
2. City Council may approve the SUP request with changes; state those changes.
3. City Council may deny the SUP request.

Recommendation:

On March 1, 2022 the Planning and Zoning Commission recommended approval of the SUP request for indoor playground and staff concurs with the Planning and Zoning Commission's recommendation.

Attachments

Ordinance

Location Map

Letter of Intent

Parking Count

Inside Look

March 1, 2022 P&Z Agenda

March 1, 2022 P&Z Draft Minutes

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, GRANTING A SPECIFIC USE PERMIT (SUP) ON APPROXIMATELY .19 ACRE FOR AN INDOOR PLAYGROUND ON THE PROPERTY ADDRESSED AS 1007-1065 W. PLEASANT RUN ROAD, SUITE 1023, LOCATED AT LANCASTER PLAZA SHOPPING CENTER ON THE NORTHEAST CORNER OF PLEASANT RUN ROAD AND ROGERS ROAD, IN THE CITY OF LANCASTER, DALLAS COUNTY, TEXAS PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission and the City Council, in accordance with the City's Code of Ordinances, state law and all other applicable ordinances of the City, have given the required notices and have held the required public hearings regarding the amendment of the City's zoning laws by changing the zoning on the property referenced above; and

WHEREAS, all legal requirements, conditions and prerequisites have been complied with prior to the case coming before the City Council for the City of Lancaster, including all mandated public notices and public hearings; and

WHEREAS, the City Council, after determining that all legal requirements of notice and hearing have been met, has determined that the following amendment would provide for and would be in the best interest of the health, safety, morals and general welfare of the City.

WHEREAS, the City Council, after determining that all legal requirements of notice and hearing have been met, has determined that the following amendment would provide for and would be in the best interest of the health, safety, morals and general welfare of the City.

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

SECTION 1. All of the above premises are hereby found to be true and correct and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. From and after the effective date of this Ordinance, the Zoning Case No. Z22-06, the zoning map of the City of Lancaster, be hereby amended to grant an SUP for an indoor playground at Lancaster Plaza Shopping Center, located on the northeast corner of W. Pleasant Run Road and Rogers Road. The City's Zoning Map shall be amended to reflect the zoning amendment referenced herein.

SECTION 3. The property shall be developed and used in accordance with the development standards under the Lancaster Development Code and ordinances of the City of Lancaster.

SECTION 4. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 5. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6. Any person, firm, corporation or business entity violating this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be subject to a fine not to exceed \$2,000.00, and each day that such violation shall continue shall be considered a separate offense. These penal provisions shall not prevent an action on behalf of the City of Lancaster to enjoin any violation or threatened violation of the terms of this Ordinance, or an action for mandatory injunction to remove any previous violation hereof.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 28th of March, 2022.

ATTEST:

Sorangel O. Arenas, City Secretary

APPROVED:

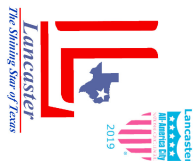
Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

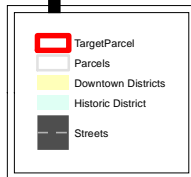
David T. Ritter, City Attorney

City of Lancaster

1023 W Pleasant Run
Zoned: R



DISCLAIMER / LIMITATION OF LIABILITY
The information on this map is provided by the City of Lancaster as a public service. We are continually updating the data in order to provide the most accurate information possible. Such information is intended for reference only. The City of Lancaster does not guarantee the accuracy of the information, data or maps. All information is provided "As-Is" without warranty of any kind.



0 25 50 100 Feet

Date: 2/15/2022



Letter of Intent

Canesia Atemkeng
967 canterbury Ln
Forney, TX 75126
Tell: 240-704-5719

Date: 01/19/2022

To City Council
211 N Henry St
Lancaster, TX 75146

We are writing this letter of intent to express our interest for a special use permit to open an indoor playground in the beautiful city of Lancaster, 1023 Pleasant Run, Lancaster, TX 75146.

PlayEC, is a unique concept where children come together to play, learn, and celebrate. As parents ourselves, we believe that there is a need for play facilities that offer a wide range of play options for children other than inflatables and trampolines. Our goal is to create a play space in which children of different age groups can have fun together under 1 roof.

Important of Play:

Play allows children to use their creativity while developing their imagination, dexterity, and physical, cognitive, and emotional strength. play is important to healthy brain development. it is through play that children at a very early age engage and interact in the world around them. play allows children to create and explore a world they can master, conquering their fears while practicing adult roles, sometimes in conjunction with other children or adult caregivers. as they master their world, play helps children develop new competencies that lead to enhanced confidence and the resiliency they will need to face future challenges. undirected play allows children to learn how to work in groups, to share, to negotiate, to resolve conflicts, and to learn self-advocacy skills. when play is allowed to be child driven, children practice decision-making skills, move at their own pace, discover their own areas of interest.

Special Features:

1. Arts and Crafts- Is designed to let you and your little one creates endless artistic projects. This creative room is fully stocked with paints, crayons, coloring books, recycled boxes, glitter, and glue! Our attendants gently guide the kids to explore their artistic talent, and everyone is a Picasso!

2. Block Station- Building blocks are an integral part of early childhood development and can help the children engage in hands-on creative play. Our multicolored legos are of various sizes and shapes.

3. **Soft Play-** Our soft play area keeps the children engaged for hours from the water slide to the space shuttle and a cool disco pen hidden under the slides!

5. **Classes -** We offer unique classes such as summer camp, after School Care program, and sensory development classes.

We will look forward to hearing from you

Thank you
Canesia Atemkeng

TENANT MIX / PARKING REQUIREMENTS
LANCASTER PLAZA SHOPPING CENTER
1007-1065 W. PLEASANT RUN RD.
LANCASTER, TEXAS 75146

	TENANT	SUITE	SQ. FOOTAGE	PARKING REQ.	
A.	My Beer Store	1007	1,800 sq. ft.	1/250 s.f. = 7.2	
B.	Mr. Jim's Pizza	1009	1,200 sq. ft.	1/100 s.f. = 12	
C.	Ronnie's Catfish	1013	1,800 sq. ft.	1/100 s.f. = 18	
D.	Eluxeminks Hair	1015	900 sq. ft.	1/250 s.f. = 3.6	
E.	Solar Nails	1017	1,200 sq. ft.	1/250 s.f. = 4.8	
F.	World Finance	1019	1,500 sq. ft.	1/300 s.f. = 5.0	
G.	M\$ Tax Lady	1021	1,200 sq. ft.	1/300 s.f. = 4.0	
H.	ABC Learning Ctr.	1033	3,200 sq. ft.	1/300 s.f. plus 4 = 11 + 4 = 15	
I.	Kwik Wash Laundry	1037	3,200 sq. ft.	1/250 s.f. = 13	
J.	Proposed Playground	1023	8,640 sq. ft.	TO BE DETERMINED	
K.	Vacant	1051	1,600 sq. ft.	1/300 s.f. = 5.3	
L.	Farmers Insurance	1053	1,600 sq. ft.	1/300 s.f. = 5.3	
M.	Deal's To Go	1055	14,100 sq. ft.	1/250 s.f. = 56.4	
N.	Vacant/Warehouse	1057	3,363 sq. ft.	Not For Lease	
O.	Blake Kings	1059	1,375 sq. ft.	1/250 = 5.5	
P.	Little Caesars Pizza	1061	1,526 sq. ft.	1/100 = 15.26	
Q.	Ice Machine	1063	234 sq. ft.	1/250 = 1	
R.	Vacant/ Warehouse	1065	2,368 sq. ft.	Not For Lease	Total Required: 171 of 296 available 125 remain

Pictures of what the inside will look



CITY OF LANCASTER BOARDS AND COMMISSIONS

Planning & Zoning Commission Regular Meeting

4.

Meeting Date: 03/01/2022

Policy Statement: This request supports the City Council 2021-2022 Policy Agenda

Goal(s): Healthy, Safe & Engaged Community
Quality Development

Submitted by: Bester Munyaradzi, Senior Planner

Agenda Caption:

Z22-06 Conduct a public hearing and consider a Specific Use Permit (SUP) to allow an indoor playground at Lancaster Plaza Shopping Center, located on the northeast corner of W. Pleasant Run Road and Rogers Road. The property is addressed as 1023 W. Pleasant Run Road, City of Lancaster, Dallas County, Texas.

Background:

1. **Location and Size:** The property is located at 1023 W. Pleasant Run Road at the northeast corner of W. Pleasant Run Road and Rogers Road. The shopping plaza is approximately 4.954 acres in size.
2. **Current Zoning:** The subject property is currently zoned R- Retail.
3. **Adjacent Properties:**
North: Neighborhood Services (NS) - Vacant
South: Multi-Family-16 (MF-16) - Riverbend Apartments (Occupied)
East: Single Family-6 (SF-6) - Refreshing Springs Church
West: Neighborhood Services (NS) - Vacant
4. **Comprehensive Plan Compatibility:** The 2016 Comprehensive Plan designates the subject property as Commercial Node. Commercial nodes occur at major intersections or corridors that are identified throughout the city. Based on the place types, commercial nodes would allow community or regional commercial centers. The proposed indoor playground is consistent with the current retail zoning.

Operational Considerations:

Article 14.400 Permissible Uses, Section 14.401 Land Use Schedule of the Lancaster Development Code (LDC) permits Commercial Amusement/Recreation (Inside) with SUP. The LDC, in Section 14.404, states that "a SUP is required for any use identified in the Land Use Table as requiring one". Section 14.404 further states that "The Planning and Zoning Commission in considering and determining its recommendations to the City Council on any request for a Specific Use Permit may require from the applicant plans, information, operating data and expert evaluation concerning the location and function and characteristics of any building or use proposed. The City Council may, in the interest of public welfare and to assure compliance of this Ordinance, establish conditions of operation, location, arrangement and construction of any use for which a permit is authorized. In authorizing the location of any of the uses listed as Specific Use Permits, the City Council may impose such development standards and safeguards as the conditions and locations indicate important to the welfare and protection

of adjacent property from excessive noise, vibration, dust, smoke, fumes, gas, odor, explosion, glare, offensive view or other undesirable or hazardous conditions".

The applicant intends to provide an indoor playground for children and the details are highlighted on the attached letter of intent and the picture of what the inside will look like is also attached. The Lancaster Plaza Shopping Center has ample spaces as documented on the attached Tenant Mix/Parking Requirement list. The proposed use will not have negative impacts on adjacent uses, since all activities will take place indoors but will instead complement the daycare use located within the same shopping center. Since all the activities will be taking place indoors, the proposed indoor playground will be required to meet all the fire and state codes and licenses.

Public Information Considerations:

On February 20, 2022, a notice for this public hearing appeared in the Focus Daily Newspaper. Staff also mailed notifications of this public hearing to all property owners that are within 200-feet of the subject site. The item is being considered at Regular Meeting of the Planning and Zoning Commission noticed in accordance with the Texas Open Meetings Act.

Options/Alternatives:

1. The Planning and Zoning Commission may recommend approval of the SUP request, as presented.
2. The Planning and Zoning Commission may recommend approval of the SUP with conditions, state those conditions.
3. The Planning and Zoning Commission may recommend denial of the SUP request, as presented

Recommendation:

Staff recommends approval of this SUP request, as presented.

Attachments

Location Map

Letter of Intent

Parking Count

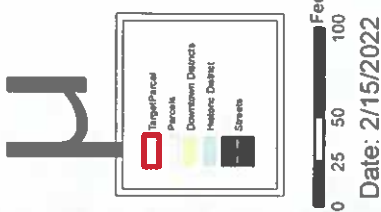
Inside Look

City of Lancaster

1023 W Pleasant Run
Zoned: R



DISCLAIMER / LIMITATION OF LIABILITY
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Letter of Intent

Canesia Atemkeng
967 canterbury Ln
Forney, TX 75126
Tell: 240-704-5719

Date: 01/19/2022

To City Council
211 N Henry St
Lancaster, TX 75146

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PlayEC, is a unique concept where children come together to play, learn, and celebrate. As parents ourselves, we believe that there is a need for play facilities that offer a wide range of play options for children other than inflatables and trampolines. Our goal is to create a play space in which children of different age groups can have fun together under 1 roof.

Important of Play:

Play allows children to use their creativity while developing their imagination, dexterity, and physical, cognitive, and emotional strength. play is important to healthy brain development. it is through play that children at a very early age engage and interact in the world around them. play allows children to create and explore a world they can master, conquering their fears while practicing adult roles, sometimes in conjunction with other children or adult caregivers. as they master their world, play helps children develop new competencies that lead to enhanced confidence and the resiliency they will need to face future challenges. undirected play allows children to learn how to work in groups, to share, to negotiate, to resolve conflicts, and to learn self-advocacy skills. when play is allowed to be child driven, children practice decision-making skills, move at their own pace, discover their own areas of interest.

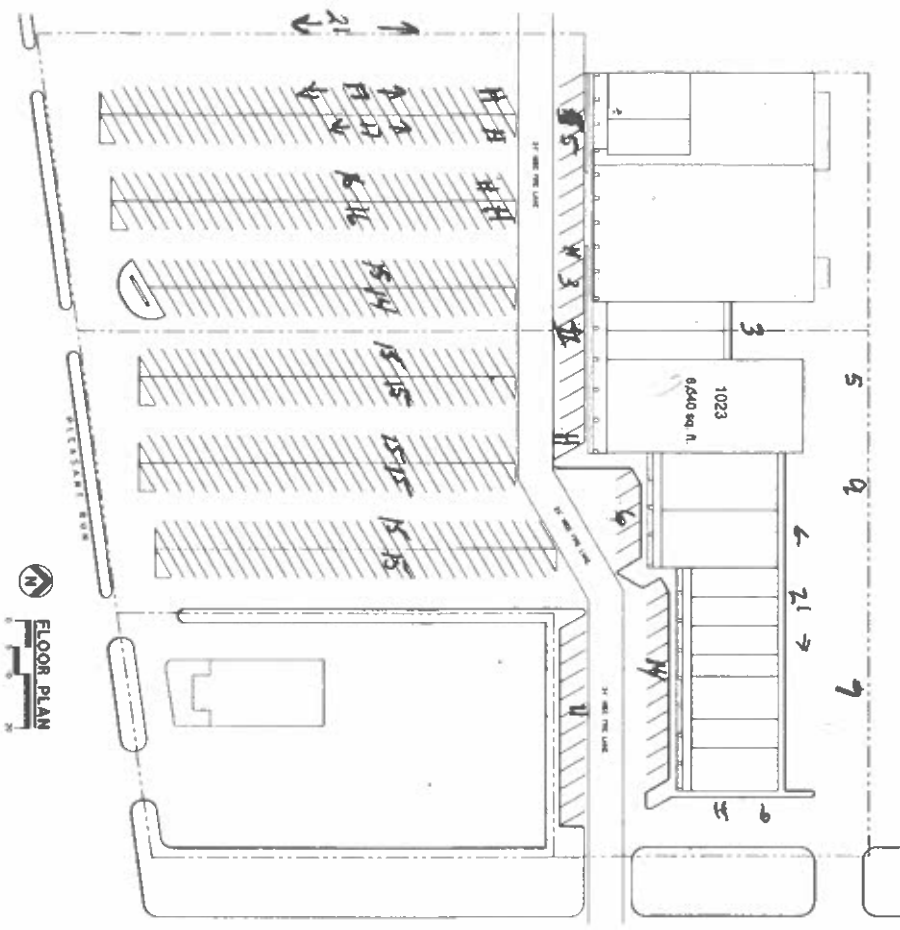
Special Features:

1. **Arts and Crafts-** Is designed to let you and your little one creates endless artistic projects. This creative room is fully stocked with paints, crayons, coloring books, recycled boxes, glitter, and glue! Our attendants gently guide the kids to explore their artistic talent, and everyone is a Picasso!
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5. **Classes** - We offer unique classes such as summer camp, after School Care program, and sensory development classes.

We will look forward to hearing from you

Thank you
Canesia Atemkeng



Putting
Total 296 spaces

Randy Lewis
Property Mgr.

LANCASTER PLAZA TENANTS	
SLATE	TENANT
A	1007
B	1008
C	1010
D	1018
E	1017
F	1018
G	1021
H	1030
I	1037
J	
K	1081
L	1083
M	1087



LANCASTER PLAZA
LANCASTER TX

GTS
PLANNERS

18-302

S-1

Pictures of what the inside will look



MINUTES

PLANNING AND ZONING COMMISSION REGULAR MEETING OF MARCH 1, 2022

The Planning and Zoning Commission of Lancaster, Texas, met in a Regular Session in the Council Chambers of City Hall on March 1, 2022, at 7:00 p.m. with a quorum present to-wit:

Commissioners Present:

Isabel Aguilar, Chair
Temika Whitfield, Vice Chair
Taryn Walker
Lawrence Prothro
Petra Covington,
Spencer Hervey, Alternate

Commissioners Absent:

None

City Staff Present:

Vicki Coleman, Director of Development Services
Bester Munyaradzi, Senior Planner

Call to Order

Chair Aguilar called the meeting to order at 7:00 p.m. on March 1, 2022.

Public Testimony:

At this time citizens who have pre-registered before the call to order will be allowed to speak on consent or action items on the agenda, with the exception of public hearings, for a length of time not to exceed three minutes. Anyone desiring to speak on an item scheduled for a public hearing is requested to hold their comments until the public hearing on that item.

There were no speakers.

CONSENT AGENDA:

1. **PS22-17 Consider a request for approval of a final plat for Project Pike Subdivision located south of Greene Road, north of Belt Line Road, and approximately 150 feet east of Alba Road. The property is addressed as 1535 East Belt Line Road and is approximately 70.507 acres in size. It is described as a tract of land situated in the Middleton Perry Survey Abstract No. 1128 City of Lancaster, Dallas County, Texas.**
2. **PS22-16 Consider approval of a preliminary plat for Cedar Valley Industrial Park, Section One Lot 4R Block 1, located on the southeast corner of Cedar Valley Drive and Midpoint Drive. The properties are approximately 3.444 acres in size and are described as Smith Elkins Survey, Abstract #430 in the City of Lancaster, Dallas County, Texas.**

MOTION: Vice Chair Whitfield made a motion, seconded by Commissioner Walker to approve the item PS22-16 consent agenda. The vote was cast 4 for, 1 against (Covington against).

Commissioner Hervey requested that PS22-17 be pulled from the consent agenda for more information regarding Project Pike; the kind of industry it is and whether bottles will be manufactured onsite. Staff noted that Project Pike is Niagara Bottling and distribution company and that the company will be processing water, bottling the water onsite and distributed it within the region. Shauna Weaver, Engineer from Pape-Dawson Engineers stated that the bottles are manufactured onsite, however, the Engineer was not well versed with the processing details. Commissioner Hervey further inquired about chemicals and waste issues onsite to which Engineer Weaver noted that chemicals and waste issues are not a problem from the existing Niagara Bottling facilities that she has worked on.

MOTION: Commissioner Walker made a motion, seconded by Vice Chair Whitfield to approve agenda item PS22-17. The vote was cast 4 for, 1 against (Covington against).

PUBLIC HEARING:

3. **Z21-17 Conduct a public hearing and consider a Planned Development within the Mills Branch Overlay District (MBOD). The property is addressed as 2301 West Main Street located north of Main Street, west of North Houston School Road, and south of West Belt Line Road. It is approximately 17.98 acres in size and is further described as a tract of land situated in the John M. Rawlins Survey Abstract No. 1208, City of Lancaster, Dallas County, Texas.**

Senior Planner Munyaradzi stated that the applicant is requesting to withdraw this item from consideration and staff recommends that the Commission accepts the applicant's request to withdraw this item.

Chair Aguilar opened the public hearing.

There were no speakers.

MOTION: Vice Chair Whitfield made a motion, seconded by Commissioner Covington to close the public hearing. The vote was cast 5 for, 0 against.

MOTION: Vice Chair Whitfield made a motion, seconded by Commissioner Walker to accept the applicant's withdrawal of item 3. The vote was cast 5 for, 0 against.

4. **Z22-06 Conduct a public hearing and consider a Specific Use Permit (SUP) to allow an indoor playground at Lancaster Plaza Shopping Center, located on the northeast corner of W. Pleasant Run Road and Rogers Road. The property is addressed as 1023 W. Pleasant Run Road, City of Lancaster, Dallas County, Texas.**

Senior Planner Munyaradzi stated that this is a request for a Specific Use Permit for indoor playground for children. Section 14.401 of the LDC permits Commercial Amusement/Recreation (Inside) with Specific Use Permit (SUP). The applicant intends to provide an indoor playground for children with special features such as arts & crafts, block stations, soft play and classes. A picture of what the inside will look like is attached. The proposed use will not have negative

impacts on adjacent uses, since all activities will take place indoors but will instead complement the daycare use located within the same shopping center. Since all the activities will be taking place indoors, the proposed indoor playground will be required to meet all the applicable fire and state codes and licenses. Staff recommends approval of this SUP, as presented.

Chair Aguilar opened the public hearing.

Canesia Atemkeng, 967 Canterbury Lane, Forney, Texas, the applicant spoke in favor of the request.

MOTION: Vice Chair Whitfield made a motion, seconded by Commissioner Walker to close the public hearing. The vote was cast 5 for, 0 against.

MOTION: Vice Chair Whitfield made a motion, seconded by Commissioner Walker to approve item 4. The vote was cast 4 for, 1 against. (Covington against).

5. Z22-05 Conduct a public hearing and consider a rezoning request from Agricultural Open (AO) to Single Family-Estate (SF-E) Residential. The property is located north of East Reindeer Road and west of Dasher Drive and is addressed as 639 E. Reindeer Road and is described as Lots 24 and 25, Block 1 in Abstract 1554 Survey Money Weatherford, Lancaster, Dallas County, Texas.

Senior Planner Munyaradzi stated that this is a request to rezone the subject property from Agriculture Open (A-O) to Single Family Estates (SF-E) to create two (2) lots for the construction of a single-family home on the northern portion of the property. The property is currently 2.2 acres with one existing home fronting E. Reindeer Road. The current zoning only allows agricultural uses and a single-family dwelling on five (5) acres or more. The proposed zoning change will allow one (1) dwelling unit per acre. The Future Land Use Plan of the Comprehensive Plan identifies this site as suitable for rural living and the proposed residential development is consistent with the Future Land Use Plan of the Comprehensive Plan. Staff recommends approval of this rezoning request, as presented.

Chair Aguilar opened the public hearing.

There were no speakers.

MOTION: Vice Chair Whitfield made a motion, seconded by Commissioner Prothro to close the public hearing. The vote was cast 5 for, 0 against.

MOTION: Vice Chair Whitfield made a motion, seconded by Commissioner Walker to approve item 5. The vote was cast 4 for, 1 against. (Covington against).

ACTION:

6. Discuss and consider the election of a Chair to the Planning and Zoning Commission.

MOTION: Commissioner Aguilar made a motion, seconded by Commissioner Walker to elect Commissioner Whitfield, into the position of chair for the current year. The vote was cast 5 for, 0 against.

7. Discuss and consider the election of a Vice-Chair to the Planning and Zoning Commission

MOTION: Commissioner Whitfield made a motion, seconded by Commissioner Walker to elect Commissioner Aguila, into the position of vice-chair for the current year. The vote was cast 5 for, 0 against.

MOTION: Commissioner Walker made a motion, seconded by Vice Chair Whitfield to adjourn. The vote was cast 5 for, 0 against.

The meeting was adjourned at 7:37 pm.

ATTEST:

Bester Munyaradzi, Senior Planner

APPROVED:

Temika Whitfield, Vice Chair

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting

11.

Meeting Date: 03/28/2022

Policy Statement: This request supports the City Council 2021-2022 Policy Agenda

Goal(s): Healthy, Safe & Engaged Community
Quality Development

Submitted by: Vicki Coleman, Director of Development Services

Agenda Caption:

Z22-05 Conduct a public hearing and consider an ordinance rezoning a 2.160 acre tract from Agricultural Open (AO) to Single Family-Estate (SF-E) Residential. The property is located north of East Reindeer Road and west of Dasher Drive and is addressed as 639 E. Reindeer Road and is described as Lots 24 and 25, Block 1 in Abstract 1554 Survey Money Weatherford, City of Lancaster, Dallas County, Texas.

Background:

1. **Location and Size:** The property is addressed as 639 East Reindeer Road and is approximately 2.160 acres in size.
2. **Current Zoning:** The subject property is currently zoned Agricultural Open (A-O).
3. **Adjacent Properties:**
North: A-O - Agricultural Open (occupied)
South: A-O - Agricultural Open (vacant)
East: A-O - Agricultural Open (vacant and occupied)
West: A-O - Agricultural Open (occupied)
4. **Comprehensive Plan Compatibility:** The Future Land Use Plan of 2016 Comprehensive Plan identifies this site as suitable for rural living and the proposed residential development is consistent with the Future Land Use Plan of the Comprehensive Plan.

5. **Case History:**

Date	Body	Action
11/14/2011	CC	Property annexed into the City of Lancaster limits
03/01/2022	P&Z	Z22-06 Recommended approval of the zoning change request

Operational Considerations:

This is a request to rezone the subject property from AO to SF-E to create two (2) lots for the development of a single family home on the northern portion of the property. The property is currently 2.160 acres with one existing home fronting E. Reindeer Road. The current zoning only allows for agricultural uses and a single family dwelling on five (5) acres or more. The proposed zoning change would allow up to one (1) dwelling unit per acre.

Consistency with the Comprehensive Plan:

The Comprehensive Plan Future Land Use map designates this area as a Suburban Neighborhood. A Suburban Neighborhood is envisioned to have place types which focus on creating a variety of residential products. Primary land uses for Suburban Neighborhood includes single-family detached homes and duplexes. Secondary uses include civic and institutional uses and parks. The zoning change request is therefore consistent with the Comprehensive Plan shown in the attached Comprehensive Plan excerpt.

Potential Impact on Adjacent Development:

Properties to the north, south, east and west are all occupied and zoned A-O. This property serves as an ideal location for a single family home as it is surrounded by properties with built homes. If zoning is approved by City Council, the proposed SF-E development will be subject to the Lancaster Development Code, Subdivision Regulations and all other relevant City Codes.

Availability of utilities and access:

The City does not have any water or sewer lines in this area. Rockett Special Utility District (SUD) provides water and a septic tank will have to be used for sewer services. Review and approval of septic systems is contracted through Dallas County Health and Human Services.

Site conditions such as vegetation, topography and flood plain:

There is an existing and occupied home on the property and the applicant intends to subdivide the property into two (2) lots and construct a home on the northern part of the property. Upon construction of this site, factors such as vegetation, topography and flood plain issues will be addressed through the civil review process.

Timing of Development as it relates to the Capital Improvement Plan (CIP):

There are no capital improvements planned for the area and no rights-of-way (ROW) dedication is needed per the City's Master Thoroughfare Plan.

Based upon an analysis of the five (5) criteria that must be taken into consideration when reviewing a change in zoning application, the proposed change request will integrate appropriately as the area is envisioned for single-family home development and is consistent with the Comprehensive Plan.

Legal Considerations:

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

Public Information Considerations:

On February 20, 2022, a notice for this public hearing appeared in the Focus Daily Newspaper. Notifications of this public hearing were mailed to owners that are within 200 feet of the subject property. There were no letters received in support or opposition to this request.

Options/Alternatives:

1. City Council may approve the request, as presented.
2. City Council may approve the request with changes, and state those changes.
3. City Council may deny the request.

Recommendation:

On March 1, 2022 the Planning and Zoning Commission recommended approval of the request. Staff concurs with the Planning and Zoning Commission recommendation.

Attachments

Ordinance

Location Map

Zoning Exhibit

Comprehensive Plan Excerpt

March 1, 2022 P&Z Agenda

March 1, 2022 P&Z Draft Minutes

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, CHANGING THE ZONING DESIGNATION ON APPROXIMATELY 2.160 ACRES OF LAND GENERALLY LOCATED ON THE EAST SIDE OF REINDEER ROAD AND WEST SIDE OF DASHER DRIVE ADDRESSED AS 639 REINDEER ROAD FROM AGRICULTURAL- OPEN DISTRICT (A-O), TO SINGLE FAMILY RESIDENTIAL ESTATE DISTRICT (SF-E); PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission and the City Council, in accordance with the City's Code of Ordinances, state law and all other applicable ordinances of the City, have given the required notices and have held the required public hearings regarding the amendment of the City's zoning laws by changing the zoning on the property referenced in the exhibit attached hereto as Exhibit A, incorporated by reference ("the Property"); and

WHEREAS, all legal requirements, conditions and prerequisites have been complied with prior to the case coming before the City Council for the City of Lancaster, including all mandated public notices and public hearings; and

WHEREAS, the City Council, after determining that all legal requirements of notice and hearing have been met, has determined that the following zoning change would provide for and be in the best interest of the health, safety, morals and general welfare of the City.

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

SECTION 1. All of the above premises are hereby found to be true and correct and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. From and after the effective date of this Ordinance, the zoning on the Property is hereby changed from Agricultural-Open District (A-O), to Single Family Residential Estate District (SF-E), as more particularly described in Exhibit A, "Zoning Exhibit," attached hereto and made a part hereof for all purposes. The City's Zoning Map shall be amended to reflect the zoning change referenced herein.

SECTION 3. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 4. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 5. Any person, firm, corporation or business entity violating this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be subject to a fine not to exceed \$2,000.00, and each day that such violation shall continue shall be considered a separate offense. These penal provisions shall not prevent an action on behalf of the City of Lancaster to enjoin any violation or threatened violation of the terms of this Ordinance, or an action for mandatory injunction to remove any previous violation hereof.

SECTION 6. This Ordinance shall become effective from and after its passage and publication.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 28th of March, 2022

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

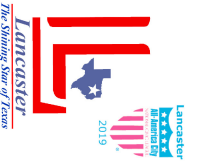
Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

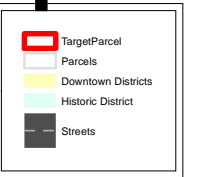
David T. Ritter, City Attorney

City of Lancaster

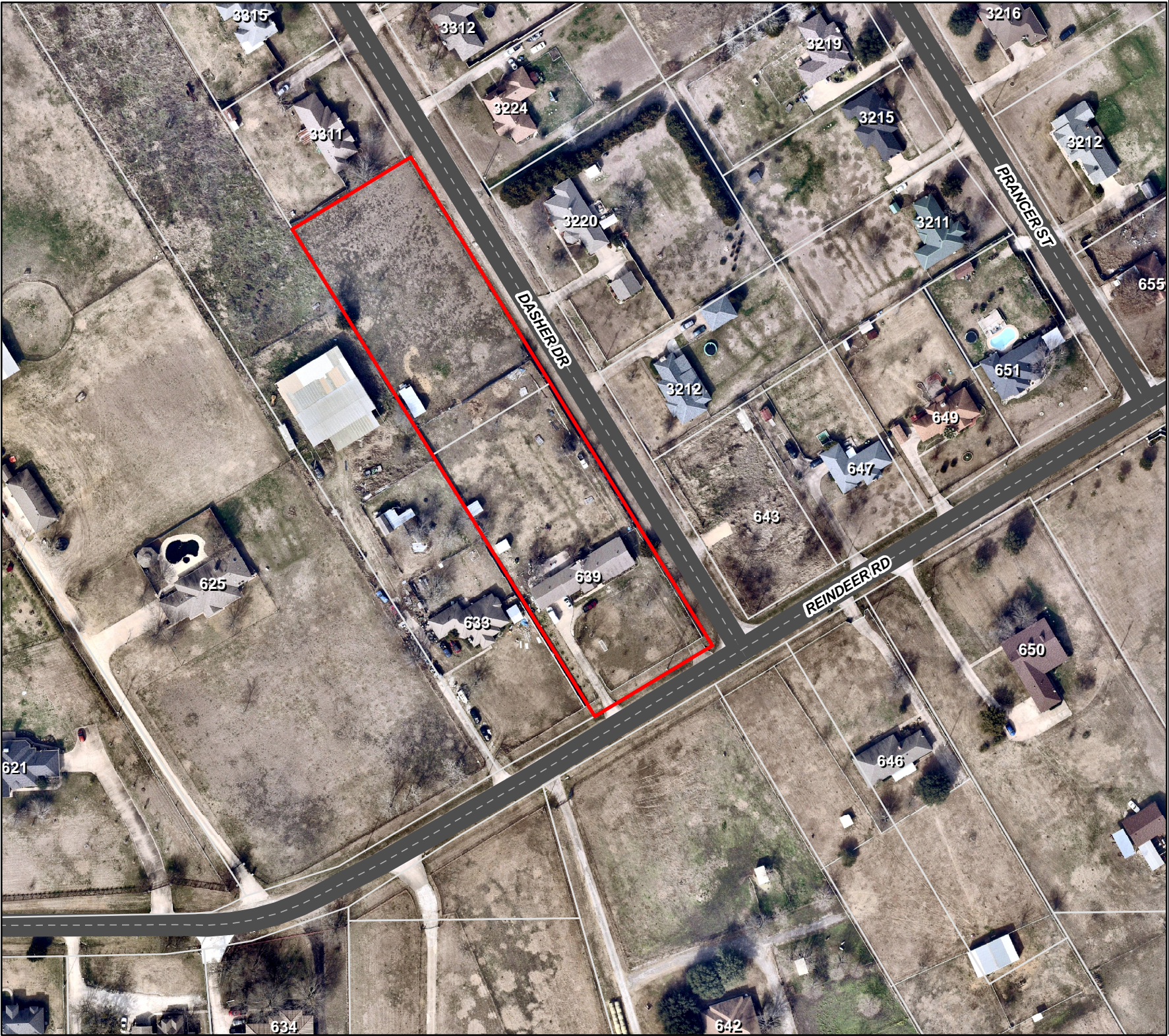
639 E Reindeer Rd Zoned: AO

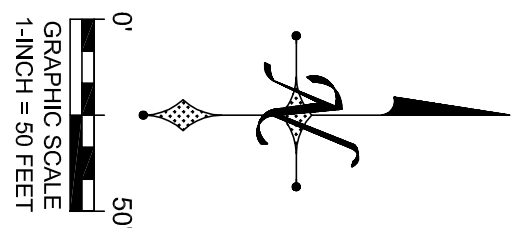
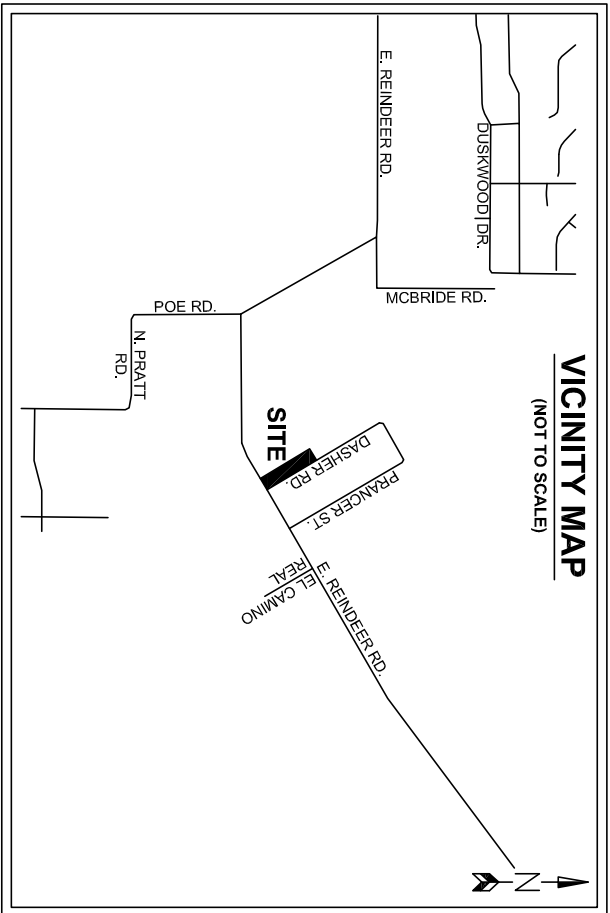


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Date: 2/15/2022





SURVEYOR'S NOTES

1. 1/2" IRON ROD SETS ALL HAVE A YELLOW PLASTIC CAP STAMPED "R.P.L.S. 389T".

2. ALL COORDINATES SHOWN ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983 ON GRID COORDINATE VALUES. NO SCALE AND NO PROJECTION.

3. BASIS OF BEARINGS DETERMINED BY TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983 (2011).

4. THE PURPOSE OF THIS PLAT IS TO CREATE TWO (2) PLATTED LOTS FROM AN EXISTING TRACT OF LAND AND TO REZONE THIS PROPERTY AS SINGLE FAMILY ESTATE.

5. NO PORTION OF THE SUBJECT PROPERTY SHOWN HEREON LIES WITHIN THE 100-YEAR FLOOD HAZARD AREA AS SHOWN ON THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48130060K, DATED 07/07/2014, ZONE X.

LEGEND	
D.R.D.C.T.	DEED RECORDS, DALLAS COUNTY, TEXAS
M.R.D.C.T.	MAP RECORDS, DALLAS COUNTY, TEXAS
O.P.R.D.C.T.	OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS
C.M.	CONTROLLING MONUMENT
P.O.L.	PLAT OF LAND
I.F.F.	IRON ROD FOUND
I.R.S.	IRON ROD SET WITH A YELLOW PLASTIC CAP STAMPED "R.P.L.S. 389T"

OWNER'S CERTIFICATE

STATE OF TEXAS
COUNTY OF DALLAS

I, **JOSE LAZARO LOPEZ**, being the owner of a tract of land located in the **MONEY WEATHERFORD SURVEY**, Abstract No. 1554, City of Lancaster, Dallas County, Texas, and being the same tract of land described in deed to Jose Lazaro Lopez and Blanca Judith Lopez, recorded in Instrument No. 201800146316, Official Public Records, Dallas County, Texas, and being more particularly described as follows:

Beginning at a 1/2 inch iron rod with a yellow plastic cap stamped "R.P.L.S. 389T" set at the intersection of the Northwest line of East Reindeer Road, with the Southwest line of Dasher Drive, and being the East corner of said Lopez tract:

Thence South 59 deg. 56 min. 35 sec. West, along said Northwest line, a distance of 150.15 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "R.P.L.S. 389T" set at the East corner of a tract of land described in deed to Marco B. Gutierrez, Jr. and Sonia B. Gutierrez, recorded in Volume 2004119, Page 6358, Deed Records, Dallas County, Texas;

Thence North 30 deg. 56 min. 35 sec. West, a distance of 628.20 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "R.P.L.S. 389T" set in the Northeast line of said Gutierrez tract, at the South corner of Lot 23, Block 1, of Reindeer Run Estates, an addition to the City of Lancaster, Dallas County, Texas, according to the plat thereof recorded in Volume 87193, Page 5001, Map Records, Dallas County, Texas;

Thence North 59 deg. 24 min. 44 sec. East, a distance of 150.06 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "R.P.L.S. 389T" set in the Southwest line of said Dasher Drive, at the East corner of said Lot 23, Block 1;


Thence South 30 deg. 57 min. 00 sec. East, along said Southwest line, a distance of 627.59 feet to the **PLACE OF BEGINNING** and containing 94,193 square feet or 2.160 acres of land.

NOTE:

Approval of the zoning case associated with this exhibit shall not imply approval of any associated study, plat, or plan, approval of development standards shown hereon, or the initiation of the development process. Planning & Zoning Commission and/or City Council action on studies, plats, or plans relating to development of this property shall be considered as an action separate from action taken on this zoning case.

PROPERTY ADDRESS:

639 EAST REINDEER RD., LANCASTER, TEXAS 75146



PROFESSIONAL LAND SURVEYORS

OFFICE: 1529 EAST INTERSTATE 30, GARLAND, TX 75043

SURVEYOR: BARRY S. RHODES - R.P.L.S. NO. 3891

WEBSITE: WWW.BURNSURVEY.COM

PHONE: (214) 326-1090

PREPARATION DATE: 01/06/2022 DRAWN BY: TD

CASE # Z22-06

ZONING EXHIBIT

LOTS 24 AND 25, BLOCK 1,

REINDEER RUN ESTATES

BEING 2,160 ACRES OR 94,093 SQUARE FEET OF LAND OUT OF THE MONEY WEATHERFORD SURVEY, ABSTRACT NO. 1554, CITY OF LANCASTER, DALLAS COUNTY, TEXAS

OWNER: JOSE LAZARO LOPEZ AND BLANCA JUDITH LOPEZ

ADDRESS: 639 REINDEER RD., LANCASTER, TX 75146

PHONE: 386.636.6171



Rural Living

Character & Intent

Rural living is focused on areas of the community that has the ability to preserve a rural character. This includes estate residential type areas. The high-end character of this housing is primarily focused on serving the needs of executives with densities less than 2 dwelling units per acre.

Land Use Considerations

Primary Land Uses

Single-family detached homes

Secondary Land Uses

Civic & institutional uses, parks, open space

Precedent Photos



Suburban Neighborhood

Character & Intent

Suburban neighborhoods will continue to be the dominant place type in Lancaster providing a variety of residential products ranging from townhomes to single family detached. These neighborhoods would generally be formed as subdivisions with residential densities ranging from 2 to 8 dwelling units per acre..

Land Use Considerations

Primary Land Uses

Single-family detached homes, duplexes

Secondary Land Uses

Civic & institutional uses, parks

Precedent Photos



CITY OF LANCASTER BOARDS AND COMMISSIONS

Planning & Zoning Commission Regular Meeting

5.

Meeting Date: 03/01/2022

Policy Statement: This request supports the City Council 2021-2022 Policy Agenda

Goal(s): Healthy, Safe & Engaged Community
Quality Development

Submitted by: Bester Munyaradzi, Senior Planner

Agenda Caption:

Z22-05 Conduct a public hearing and consider a rezoning request from Agricultural Open (AO) to Single Family-Estate (SF-E) Residential. The property is located north of East Reindeer Road and west of Dasher Drive and is addressed as 639 E. Reindeer Road and is described as Lots 24 and 25, Block 1 in Abstract 1554 Survey Money Weatherford, Lancaster, Dallas County, Texas.

Background:

1. **Location and Size:** The property is addressed as 639 East Reindeer Road and is approximately 2.160 acres in size.
2. **Current Zoning:** The subject property is currently zoned Agricultural Open (A-O).
3. **Adjacent Properties:**
North: A-O - Agricultural Open (occupied)
South: A-O - Agricultural Open (vacant)
East: A-O - Agricultural Open (vacant and occupied)
West: A-O - Agricultural Open (occupied)
4. **Comprehensive Plan Compatibility:** The Future Land Use Plan of 2016 Comprehensive Plan identifies this site as suitable for rural living and the proposed residential development is consistent with the Future Land Use Plan of the Comprehensive Plan.

5. Case History:

Date	Body	Action
11/14/2011	CC	Property annexed into the City of Lancaster limits

Operational Considerations:

This is a request to rezone the subject property from AO to SF-E to create two (2) lots for the development of a single family home on the northern portion of the property. The property is currently 2.160 acres with one existing home fronting E. Reindeer Road. The current zoning only allows for agricultural uses and a single family dwelling on five (5) acres or more. The proposed zoning change would allow up to one (1) dwelling unit per acre.

Consistency with the Comprehensive Plan:

The Comprehensive Plan Future Land Use map designates this area as a Suburban Neighborhood. A Suburban Neighborhood is envisioned to have place types which focus on creating a variety of residential products. Primary land uses for Suburban Neighborhood includes single-family detached homes and duplexes. Secondary uses include civic and institutional uses and parks. The zoning change request is therefore consistent with the Comprehensive Plan shown in the attached Comprehensive Plan excerpt.

Potential Impact on Adjacent Development:

Properties to the north, south, east and west are all occupied and zoned A-O. This property serves as an ideal location for a single family home as it is surrounded by properties with built homes. If zoning is approved by City Council, the proposed SF-E development will be subject to the Lancaster Development Code, Subdivision Regulations and all other relevant City Codes.

Availability of utilities and access:

The City does not have any water or sewer lines in this area. Rockett Special Utility District (SUD) provides water and a septic tank will have to be used for sewer services. Review and approval of septic systems is contracted through Dallas County Health and Human Services.

Site conditions such as vegetation, topography and flood plain:

There is an existing and occupied home on the property and the applicant intends to subdivide the property into two (2) lots and construct a home on the northern part of the property. Upon construction of this site, factors such as vegetation, topography and flood plain issues will be addressed through the civil review process.

Timing of Development as it relates to the Capital Improvement Plan (CIP):

There are no capital improvements planned for the area and no rights-of-way (ROW) dedication is needed per the City's Master Thoroughfare Plan.

Based upon an analysis of the five (5) criteria that must be taken into consideration when reviewing a change in zoning application, the proposed change request will integrate appropriately as the area is envisioned for single-family home development and is consistent with the Comprehensive Plan.

Legal Considerations:

This item is being considered at a Regular Meeting of the Planning and Zoning Commission noticed in accordance with the Texas Open Meetings Act.

Public Information Considerations:

On February 20, 2022, a notice for this public hearing appeared in the Focus Daily Newspaper. Notifications of this public hearing were mailed to owners that are within 200 feet of the subject property. There were no letters received in support or opposition to this request.

Options/Alternatives:

1. The Planning and Zoning Commission may recommend approval of the zoning change request, as presented.
2. The Planning and Zoning Commission may recommend approval of the zoning change with conditions, state those conditions.
3. The Planning and Zoning Commission may recommend denial of the zoning change request, as presented.

Recommendation:

Staff recommends approval of the zoning change request, as presented.

Attachments

Location Map

Zoning Exhibit

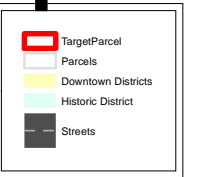
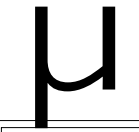
Comprehensive Plan Excerpt

City of Lancaster

639 E Reindeer Rd Zoned: AO

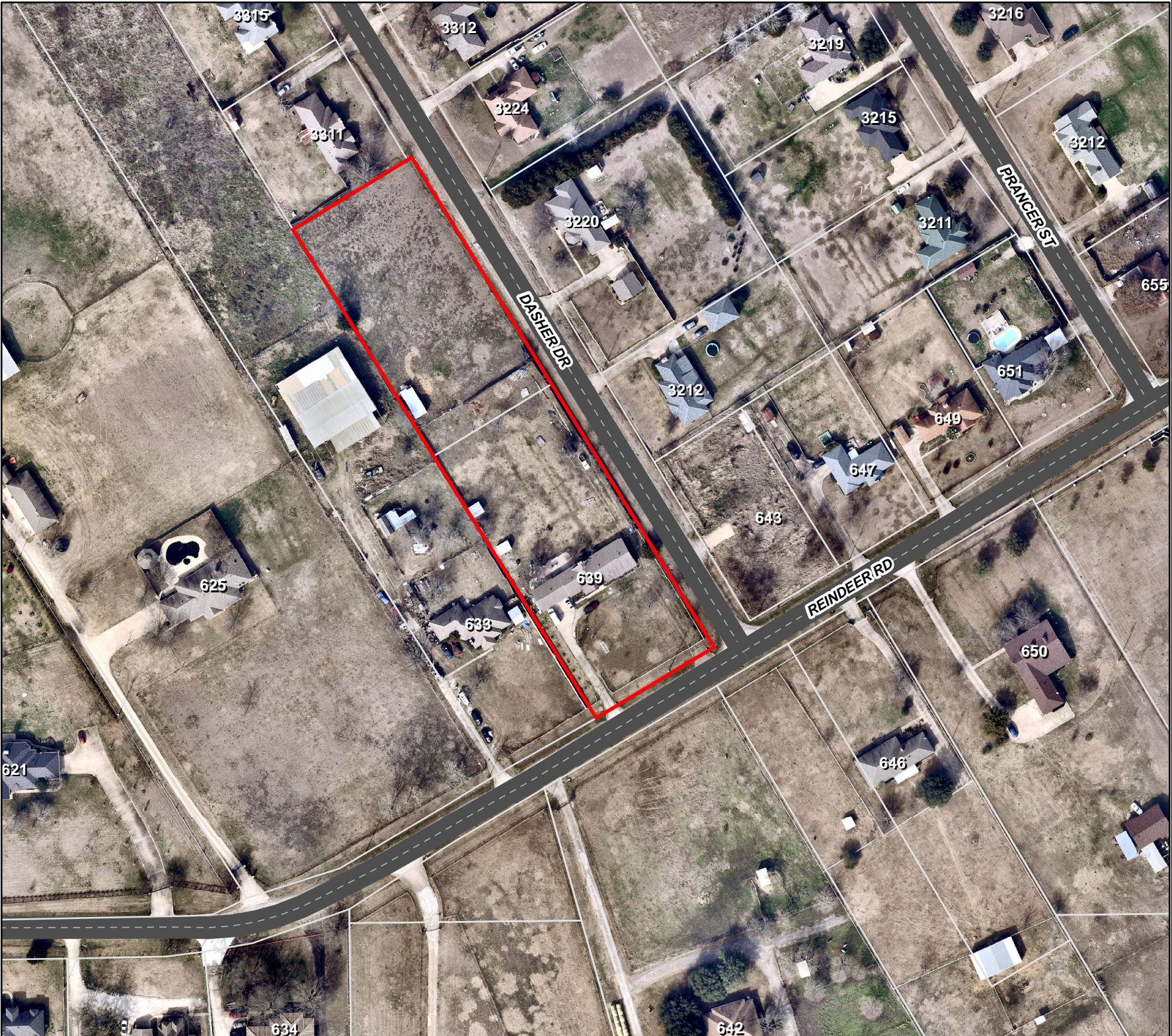


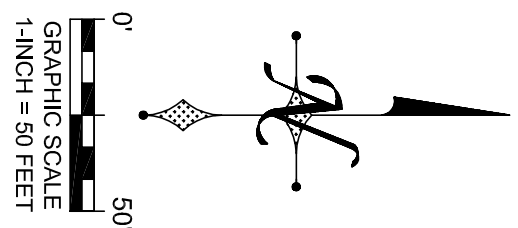
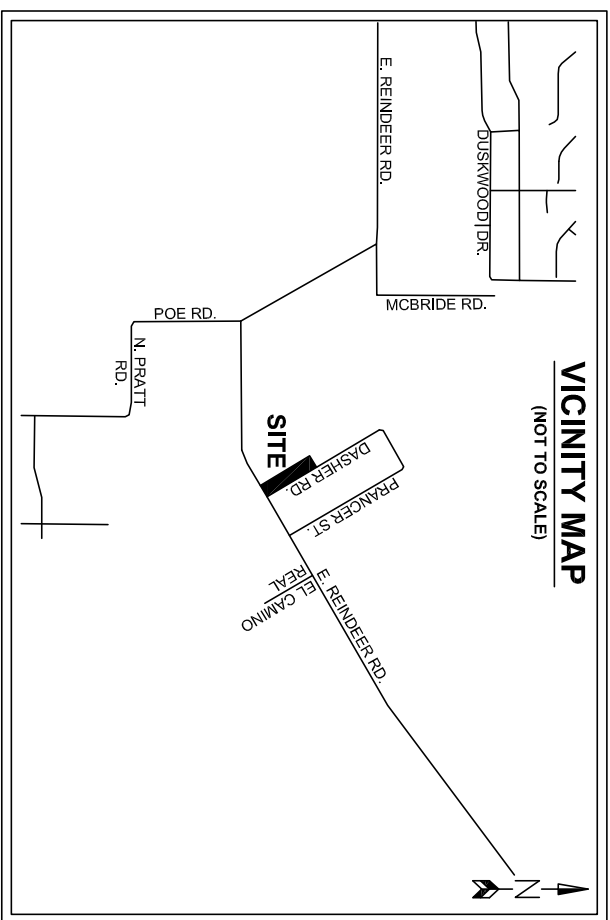
DISCLAIMER / LIMITATION OF LIABILITY
The information on this map is provided by the City of Lancaster as a public service. We are continually updating the data in order to provide the most accurate information possible. Such information is intended for reference only. The City of Lancaster does not guarantee the accuracy of the information, data or maps. All information is provided "As-Is" without warranty of any kind.



0 30 60 120 Feet

Date: 2/15/2022





SURVEYOR'S NOTES

1. 1/2" RIOR ROD SETS ALL HAVE A YELLOW PLASTIC CAP STAMPE
R.P.L.S. 39017.
2. ALL COORDINATES SHOWN ARE BASED ON TEXAS STATE PLANE
COORDINATE SYSTEM, NORTH CENTRAL ZONE, NORTH AMERICA
DATUM OF 1883 ON GRID COORDINATE VALUES, NO SCALE AND NO
PROJECTION.
3. BASIS OF BEARINGS DETERMINED BY TEXAS STATE PLANE
COORDINATE SYSTEM, NORTH CENTRAL ZONE, NORTH AMERICA
DATUM OF 1883 (2011).
4. THE PURPOSE OF THIS PLAT IS TO CREATE TWO (2) PLATTED
LOTS FROM AN EXISTING TRACT OF LAND AND TO REZONE THIS
PROPERTY AS SINGLE FAMILY, RESIDE.
5. AND PORTION OF THE SUBJECT PROPERTY SHOWN HEREON, BECAUSE
OF THE 10 YEAR FLOOD ZONING, BEING SHOWN ON THE
FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO.
4816316346, DATED 07/07/2014, IS ZONE "X".

LEGEND

D.R.D.C.	DEED RECORDS, DALLAS COUNTY, TEXAS
M.F.D.C.T.	MAR. RECORDS, DALLAS COUNTY, TEXAS
O.P.R.D.C.T.	OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS
C.M.	CONTROLLING MONUMENT
PG.	PAGE
INST. NO.	INSTRUMENT NUMBER
RS	IRON ROD FOUND
	IRON ROD SET WITH A YELLOW PLASTIC CAP
	STAMPED 1985 S 2895*

OWNER'S CERTIFICATE

STATE OF TEXAS
COUNTY OF DALLAS

WHEREAS, Jose Lazaro Lopez, and Blanca Judith Lopez are the sole owners of a tract of land located in the MONEY WEATHERFORD SURVEY, Abstract No. 1554, City of Lancaster, Dallas County, Texas, and being the same tract of land described in deed to Jose Lazaro Lopez and Blanca Judith Lopez, (recorded in Instrument No. 201800146316, Official Public Records, Dallas County, Texas, and being more particularly described as follows:

Beginning at a 1/2 inch iron rod with a yellow plastic cap stamped "RPLS 3691" set at the intersection of the Northwest line of East Reindeer Road, with the Southwest line of Dasher Drive, and being the East corner of said Lopez tract;

The Tract South 35 deg. 56 min. 35 sec. West, along said Northwest line, a distance of 150.15 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "RPS 3691" set at the East corner of a tract of land described in deed to Marco B. Gutierrez Jr. and Sonia B. Gutierrez, recorded in Volume 2004-119, Page 6358, Deed Records, Dallas County, Texas:

Thence North 30 deg., 56 min., 35 sec. West, a distance of 626.20 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "RPLS 3691" set in the Northeast line of said Gallezarez tract, at the South corner of Lot 23, Block 1, of Reindeer Run Estates, an addition to the City of Lancaster, Dallas County, Texas, according to the plat thereof recorded in Volume 87193, Page 5001, Map Records, Dallas County, Texas;

Thence North 59 deg. 24 min. 44 sec. East, a distance of 150.06 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "R.P.L.S 3691" set in the Southwest line of said Dasher Drive at the East corner of said Lot 23, Block 1;

hence South 30 deg. 5/ min. 00 sec. East, along said Southwest line, a distance of 621.59 feet to the PLACE OF BEGINNING and containing 94,093 square feet or 2.160 acres of land.

NOTE:

[illegible]

PROPERTY ADDRESS:



PROFESSIONAL LAND SURVEYORS
OFFICE: 1529 EAST INTERSTATE 30, GARLAND, TX 75043
SURVEYOR: BARRY S. RHODES - RPLS NO. 3691
FIRM NO. 10194366
WEBSITE: WWW.BURNSURVEY.COM

JOB NO.: 202110938 PREPARATION DATE: 01/06/2022 DRAWN BY: TDC

CASE # Z22-06
ZONING EXHIBIT

**LOTS 24 AND 25, BLOCK 1,
REINDEER RUN ESTATES**

BEING 2.160 ACRES OR 94,093 SQUARE FEET OF LAND OUT OF
THE MONEY WEATHERFORD SURVEY, ABSTRACT NO. 1554,
CITY OF LANCASTER, DALLAS COUNTY, TEXAS
OWNER: JOSE LAZARO LOPEZ AND BLANCA JUDITH LOPEZ
ADDRESS: 639 REINER RD, LANCASTER, TX 75146
PHONE: 302-236-0814



Rural Living

Character & Intent

Rural living is focused on areas of the community that has the ability to preserve a rural character. This includes estate residential type areas. The high-end character of this housing is primarily focused on serving the needs of executives with densities less than 2 dwelling units per acre.

Land Use Considerations

Primary Land Uses

Single-family detached homes

Secondary Land Uses

Civic & institutional uses, parks, open space

Precedent Photos



Suburban Neighborhood

Character & Intent

Suburban neighborhoods will continue to be the dominant place type in Lancaster providing a variety of residential products ranging from townhomes to single family detached. These neighborhoods would generally be formed as subdivisions with residential densities ranging from 2 to 8 dwelling units per acre..

Land Use Considerations

Primary Land Uses

Single-family detached homes, duplexes

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Civic & institutional uses, parks

Precedent Photos



MINUTES

PLANNING AND ZONING COMMISSION REGULAR MEETING OF MARCH 1, 2022

The Planning and Zoning Commission of Lancaster, Texas, met in a Regular Session in the Council Chambers of City Hall on March 1, 2022, at 7:00 p.m. with a quorum present to-wit:

Commissioners Present:

Isabel Aguilar, Chair
Temika Whitfield, Vice Chair
Taryn Walker
Lawrence Prothro
Petra Covington,
Spencer Hervey, Alternate

Commissioners Absent:

None

City Staff Present:

Vicki Coleman, Director of Development Services
Bester Munyaradzi, Senior Planner

Call to Order

Chair Aguilar called the meeting to order at 7:00 p.m. on March 1, 2022.

Public Testimony:

At this time citizens who have pre-registered before the call to order will be allowed to speak on consent or action items on the agenda, with the exception of public hearings, for a length of time not to exceed three minutes. Anyone desiring to speak on an item scheduled for a public hearing is requested to hold their comments until the public hearing on that item.

There were no speakers.

CONSENT AGENDA:

1. **PS22-17 Consider a request for approval of a final plat for Project Pike Subdivision located south of Greene Road, north of Belt Line Road, and approximately 150 feet east of Alba Road. The property is addressed as 1535 East Belt Line Road and is approximately 70.507 acres in size. It is described as a tract of land situated in the Middleton Perry Survey Abstract No. 1128 City of Lancaster, Dallas County, Texas.**
2. **PS22-16 Consider approval of a preliminary plat for Cedar Valley Industrial Park, Section One Lot 4R Block 1, located on the southeast corner of Cedar Valley Drive and Midpoint Drive. The properties are approximately 3.444 acres in size and are described as Smith Elkins Survey, Abstract #430 in the City of Lancaster, Dallas County, Texas.**

MOTION: Vice Chair Whitfield made a motion, seconded by Commissioner Walker to approve the item PS22-16 consent agenda. The vote was cast 4 for, 1 against (Covington against).

Commissioner Hervey requested that PS22-17 be pulled from the consent agenda for more information regarding Project Pike; the kind of industry it is and whether bottles will be manufactured onsite. Staff noted that Project Pike is Niagara Bottling and distribution company and that the company will be processing water, bottling the water onsite and distributed it within the region. Shauna Weaver, Engineer from Pape-Dawson Engineers stated that the bottles are manufactured onsite, however, the Engineer was not well versed with the processing details. Commissioner Hervey further inquired about chemicals and waste issues onsite to which Engineer Weaver noted that chemicals and waste issues are not a problem from the existing Niagara Bottling facilities that she has worked on.

MOTION: Commissioner Walker made a motion, seconded by Vice Chair Whitfield to approve agenda item PS22-17. The vote was cast 4 for, 1 against (Covington against).

PUBLIC HEARING:

3. **Z21-17 Conduct a public hearing and consider a Planned Development within the Mills Branch Overlay District (MBOD). The property is addressed as 2301 West Main Street located north of Main Street, west of North Houston School Road, and south of West Belt Line Road. It is approximately 17.98 acres in size and is further described as a tract of land situated in the John M. Rawlins Survey Abstract No. 1208, City of Lancaster, Dallas County, Texas.**

Senior Planner Munyaradzi stated that the applicant is requesting to withdraw this item from consideration and staff recommends that the Commission accepts the applicant's request to withdraw this item.

Chair Aguilar opened the public hearing.

There were no speakers.

MOTION: Vice Chair Whitfield made a motion, seconded by Commissioner Covington to close the public hearing. The vote was cast 5 for, 0 against.

MOTION: Vice Chair Whitfield made a motion, seconded by Commissioner Walker to accept the applicant's withdrawal of item 3. The vote was cast 5 for, 0 against.

4. **Z22-06 Conduct a public hearing and consider a Specific Use Permit (SUP) to allow an indoor playground at Lancaster Plaza Shopping Center, located on the northeast corner of W. Pleasant Run Road and Rogers Road. The property is addressed as 1023 W. Pleasant Run Road, City of Lancaster, Dallas County, Texas.**

Senior Planner Munyaradzi stated that this is a request for a Specific Use Permit for indoor playground for children. Section 14.401 of the LDC permits Commercial Amusement/Recreation (Inside) with Specific Use Permit (SUP). The applicant intends to provide an indoor playground for children with special features such as arts & crafts, block stations, soft play and classes. A picture of what the inside will look like is attached. The proposed use will not have negative

impacts on adjacent uses, since all activities will take place indoors but will instead complement the daycare use located within the same shopping center. Since all the activities will be taking place indoors, the proposed indoor playground will be required to meet all the applicable fire and state codes and licenses. Staff recommends approval of this SUP, as presented.

Chair Aguilar opened the public hearing.

Canesia Atemkeng, 967 Canterbury Lane, Forney, Texas, the applicant spoke in favor of the request.

MOTION: Vice Chair Whitfield made a motion, seconded by Commissioner Walker to close the public hearing. The vote was cast 5 for, 0 against.

MOTION: Vice Chair Whitfield made a motion, seconded by Commissioner Walker to approve item 4. The vote was cast 4 for, 1 against. (Covington against).

5. Z22-05 Conduct a public hearing and consider a rezoning request from Agricultural Open (AO) to Single Family-Estate (SF-E) Residential. The property is located north of East Reindeer Road and west of Dasher Drive and is addressed as 639 E. Reindeer Road and is described as Lots 24 and 25, Block 1 in Abstract 1554 Survey Money Weatherford, Lancaster, Dallas County, Texas.

Senior Planner Munyaradzi stated that this is a request to rezone the subject property from Agriculture Open (A-O) to Single Family Estates (SF-E) to create two (2) lots for the construction of a single-family home on the northern portion of the property. The property is currently 2.2 acres with one existing home fronting E. Reindeer Road. The current zoning only allows agricultural uses and a single-family dwelling on five (5) acres or more. The proposed zoning change will allow one (1) dwelling unit per acre. The Future Land Use Plan of the Comprehensive Plan identifies this site as suitable for rural living and the proposed residential development is consistent with the Future Land Use Plan of the Comprehensive Plan. Staff recommends approval of this rezoning request, as presented.

Chair Aguilar opened the public hearing.

There were no speakers.

MOTION: Vice Chair Whitfield made a motion, seconded by Commissioner Prothro to close the public hearing. The vote was cast 5 for, 0 against.

MOTION: Vice Chair Whitfield made a motion, seconded by Commissioner Walker to approve item 5. The vote was cast 4 for, 1 against. (Covington against).

ACTION:

6. Discuss and consider the election of a Chair to the Planning and Zoning Commission.

MOTION: Commissioner Aguilar made a motion, seconded by Commissioner Walker to elect Commissioner Whitfield, into the position of chair for the current year. The vote was cast 5 for, 0 against.

7. Discuss and consider the election of a Vice-Chair to the Planning and Zoning Commission

MOTION: Commissioner Whitfield made a motion, seconded by Commissioner Walker to elect Commissioner Aguila, into the position of vice-chair for the current year. The vote was cast 5 for, 0 against.

MOTION: Commissioner Walker made a motion, seconded by Vice Chair Whitfield to adjourn. The vote was cast 5 for, 0 against.

The meeting was adjourned at 7:37 pm.

ATTEST:

Bester Munyaradzi, Senior Planner

APPROVED:

Temika Whitfield, Vice Chair